2025-2035

J.W. CORBETT WILDLIFE MANAGEMENT AREA

TEN-YEAR MANAGEMENT PLAN
PALM BEACH COUNTY

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
J.W. Corbett
Wildlife Management Area

Palm Beach County

Owned by the Board of Trustees of the Internal Improvement Trust Fund and 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: J.W. Corbett Wildlife Management Area
Location: Palm Beach County, Florida
Acreage Total: 60,498 acres
Acreage Breakdown:

Land Cover Classification	Acres	Percent of Total Area
Mesic Flatwoods	16,086.81	26.44%
Depression Marsh	11,793.30	19.39%
Strand Swamp	11,586.71	19.05%
Wet Flatwoods	9,654.62	15.87%
Basin Marsh	3,225.97	5.30%
Dome Swamp	2,219.85	3.65%
Wet Prairie	1,640.63	2.70%
Utility Corridor	1,350.82	2.22%
Agriculture	1,304.87	2.14%
Wildlife Food Plot	653.27	1.07%
Road	523.37	0.86%
Mesic Hammock	315.99	0.52%
Canal/Ditch	238.67	0.39%
Hydric Hammock	147.00	0.24%
Developed	68.8	0.11%
Clearing	19.29	0.03%
Linear Feature	3.36	0.01%

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

Lease/Management Agreement No.: 2606 (Appendix 11.1)
Use: Single ___ Management Agency: FWC Management Responsibilities:
Multiple X LEAD, LESSEE (Wildlife Management Area, resource protection, law enforcement)
Designated Land Use: Wildlife Management Area.
Sublease (s): Everglades Youth Conservation Camp.
Encumbrances List: An apiary agreement, electrical easement with Florida Power and Light, a utility maintenance easement with Florida Power and Light, Gulfstream Natural Gas System easement, communication tower agreement with the SFWMD, M-0 Canal and flowage easements granted to the SFWMD, a lease/easement with Pratt and Whitney Aircraft, and a license agreement with the SFWMD for Levee L-8 access.
Type Acquisition: Pittman-Robertson Act, CARL program, Preservation 2000.
Unique Features: Natural: Natural communities.
Archaeological/Historical: 36 archaeological sites and two resource groups.
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: 31,981 acres on the FWC Additions and Inholdings list; 6,064 acres remaining in the Pal-Mar Florida Forever project.
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	iv, 1
2	The land acquisition program, if any, under which the property was acquired.	18-2.018 & 18-2.021	11,12
3	Degree of title interest held by the Board, including reservations and encumbrances such as leases.	18-2.021	11,12
4	The legal description and acreage of the property.	18-2.018 & 18-2.021	2,11, 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	31,32,70
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	35
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	52-58
8	Identification of adjacent land uses that conflict with the planned use of the property, if any.	18-2.021	33 -35
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)	11-12
10	Proximity of property to other significant State, local or federal land or water resources.	18-2.021	2-4,8,25-26

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	34-35
12	A description of past and existing uses, including any unauthorized uses of the property.	18-2.018 & 18-2.021	28-30
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	34-35
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	11,12, 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	18-2.021	27,28,37,51,59,64, Appendix 11.17

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
	that may adversely affect archeological or historical resources.		
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	11,59
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)	34-35
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	28-35
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	25,26,36,37,50,60
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	36-39
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	27,50,64, Appendix 11.16
23	A statement regarding incompatible use in reference to Ch. 253.034(10).	253.034(10)	35

*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 the date and location of the advisory group meeting.*	259.032(10)	12,13, Appendices 11.3,11.4 11.9
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	61-69, Appendices 11.3-11.4
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	13,15, Appendix 11.8
33	Insert FNAI based natural community maps when available.	ARC consensus	18
34	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding outstanding native landscapes	18-2.021	17-27, Appendix 11.7

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
	containing relatively unaltered flora, fauna and geological conditions.		
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	25-27
36	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding beaches and dunes.	18-2.021	27
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	27
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	22-25
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	19-23
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	17-25
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)	61-69
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.	↓	39-42,51,61,64,66-69
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.	↓	61-64
42-C.	The associated measurable objectives to achieve the goals.	↓	61-64
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.*	↓	61,64, 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.		72,73
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) ↓	

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
44-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).	↓	50, 61,64,66-69
44-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	61,64
44-C.	Measurable objectives (see requirement for #42-C).	↓	61,64
44-D.	Related activities (see requirement for #42-D).	↓	61,64, Appendices 11.9-11.14
44-E.	Budgets (see requirement for #42-E).		72,73
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).	↓	19,20,22,23,61
45-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	61
45-C.	Measurable objectives (see requirement for #42-C).	↓	61
45-D.	Related activities (see requirement for #42-D).	↓	Appendices 11.9-11.14
45-E.	Budgets (see requirement for #42-E).		72,73
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	23
45-G.	Economic feasibility of establishing a gopher tortoise recipient site, including the initial cost, recurring management costs and the revenue projections.	259.105	23
46	***Quantitative data description of the land regarding an inventory of exotic and invasive plants and associated acreage. *See footnote.*	253.034(5)	20-22, Appendix 11.15
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).	↓	62
48-C.	Measurable objectives (see requirement for #42-C).	↓	62
48-D.	Related activities (see requirement for #42-D).	↓	44,48
48-E.	Budgets (see requirement for #42-E).		72,73

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*	18-2.018 & 18-2.021	1,2

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
	managing agencies that have been notified of the proposed plan.		
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	25,26
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	17,18,25,26, Appendix 11.6
52	***Quantitative description of the land regarding an inventory of hydrological features and associated acreage. *See footnote.*	253.034(5)	17,18,25,26, 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).	↓	63,64
53-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	63,64
53-C.	Measurable objectives (see requirement for #42-C).	↓	63,64
53-D.	Related activities (see requirement for #42-D).	↓	17,18,25,26
53-E.	Budgets (see requirement for #42-E).		72,73

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	27,28
55	***Quantitative data description of the land regarding an inventory of significant land, cultural or historical features and associated acreage.	253.034(5)	27,28
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	27,28, 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).	↓	64
57-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	64
57-C.	Measurable objectives (see requirement for #42-C).	↓	64
57-D.	Related activities (see requirement for #42-D).	↓	27,28, 51, Appendix 11.8
57-E.	Budgets (see requirement for #42-E).		72,73

**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)	29-32,51,64,65,70
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).	↓	64,65
59-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	64,65
59-C.	Measurable objectives (see requirement for #42-C).	↓	64,65
59-D.	Related activities (see requirement for #42-D).	↓	29-32,51,64,65,70
59-E.	Budgets (see requirement for #42-E).		72,73
60	*** Quantitative data description of the land regarding an inventory of recreational facilities and associated acreage.	253.034(5)	29-32,51,64,65
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).	↓	48,49,62,63
61-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	62,63
61-C.	Measurable objectives (see requirement for #42-C).	↓	62,63
61-D.	Related activities (see requirement for #42-D).	↓	48,49,62,63
61-E.	Budgets (see requirement for #42-E).		72,73

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	vi-xiii
63	Place the Executive Summary at the front of the LMP. Include a physical description of the land.	ARC and 253.034(5)	iv,v
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	36-60
65	Key management activities necessary to achieve the desired outcomes regarding other appropriate resource management.	259.032(10)	61-69, Appendices 11.2, 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	253.034(5)	71-73

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
	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.		
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)	71-73
68	A statement of gross income generated, net income and expenses.	18-2.018	33,34, 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.

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Acronym Key

ADA	Americans with Disabilities Act
ARC	Acquisition and Restoration Council
BEBR	Bureau of Economic and Business Research
CARL	Conservation and Recreation Lands Program
CCT	Current Control Technologies
DEP	Department of Environmental Protection
DFC	Desired Future Conditions
DHR	Division of Historical Resources
DSL	Division of State Lands
EYCC	Everglades Youth Conservation Center
F.A.C.	Florida Administrative Code
FDACS	Florida Department of Agriculture and Consumer Services
FFS	Florida Forest Service
FISC	Florida Invasive Species Council
FLAM	Florida Landscape Assessment Model
FMSF	Florida Master Site File
FNAI	Florida Natural Areas Inventory
F.S.	Florida Statute(s)
FWC	Florida Fish and Wildlife Conservation 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
LCSI	Landscape Conservation Strategic Initiative
LMR	Land Management Review
MAG	Management Advisory Group
NRCS	Natural Resources Conservation Services
NWR	National Wildlife Refuge
OBVM	Objective-Based Vegetation Management
OFW	Outstanding Florida Waters
ORV	Off-Road Vehicle
PASO	Public Access Services Office
SFWMD	South Florida Water Management District
TNC	The Nature Conservancy
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service
WCPR	Wildlife Conservation Prioritization Strategy
WEA	Wildlife & Environmental Area
WMA	Wildlife Management Area

1 Introduction and General Information

One of Florida's oldest wildlife management areas, the J.W. Corbett Wildlife Management Area (JWCWMA) is named after James Wiley Corbett, a former Florida Game and Freshwater Fish Commission, now Florida Fish and Wildlife Conservation Commission (FWC), Commissioner who was a lifelong wildlife conservation advocate and played an important role in conserving the area. Located in Palm Beach County between Florida's expanding urban Gold Coast to the east and south and more rural orange groves and agricultural fields to the west, the 60,498-acre JWCWMA serves as a transitional zone between the uplands of Central Florida and the relatively flat Everglades, with some of the highest quality, relatively undisturbed pine flatwoods, hammocks, and marshes that remain in South Florida.

Along with the Hungryland Wildlife and Environmental Area (WEA) and the South Florida Water Management District's (SFWMD) DuPuis Management Area Reserve abutting the JWCWMA on the west, the JWCWMA conserves one of the largest remaining ecotones or transition zones between the pine flatwoods of interior Southeast Florida and the sawgrass marshes of the Everglades. This natural landscape provides crucial habitat for a large assemblage of imperiled, rare, and common wildlife species including Everglade snail kite (*Rostrhamus sociabilis plumbeus),* Florida sandhill crane (*Antigone canadensis pratensis*), Southern bald eagle (Haliaeetus leucocephalus), red-cockaded woodpecker (*Picoides borealis*), white-tailed deer (*Odocoileus virginianus*), and Osceola wild turkey (*Meleagris gallopavo osceola*), which are just a few of the species that thrive on the area. The JWCWMA also protects important wetlands that contribute to the larger Everglades ecosystem. Providing important watershed protection for Hungryland Slough and the Loxahatchee River into which it flows, the JWCWMA also fulfills a critical role in conserving South Florida water quality along with a diverse assemblage of natural communities that sustain a large variety of wildlife. Extensive flatwoods and wet prairies in association with depression marshes create good habitat conditions for far-ranging species such as the Florida Black bear (*Ursus americanus floridanus)* and the occasional, more secretive Florida panther (*Puma concolor coryi*) and allows seasonal movement of animals in response to fluctuating water levels and available food supplies.

The JWCWMA is owned by the FWC and 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 area is managed with the purpose of conserving and restoring natural wildlife habitat and providing high-quality opportunities for hunting, fishing, wildlife watching, nature study, camping, and other fish and wildlife-focused public recreation.

This Management Plan has been developed in conformance with the requirements of Section 259.032, Florida Statutes (F.S.) and are proposed for submittal to the Board of Trustees and the Acquisition and Restoration Council (ARC) through the Florida Department of Environmental Protection's (DEP) Division of State Lands (DSL) pursuant to the requirements of Chapters 253 and 259, F.S., and Chapters 18-2 and 18-4, Florida Administrative Code (F.A.C.). The format and

content were drafted in accordance with ARC requirements for management plans and the model plan outline was provided by the staff of the DSL. This document is to provide the Management Advisory Group (MAG) stakeholders and the public with a general understanding of, and purpose for, the JWCWMA Management Plan.

The FWC is responsible for the operation of the JWCWMA as a wildlife management area in addition to several other responsibilities. 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, 372, 375, 378, 379, 403, 487, 597, and 870 of the F.S. These laws establish the authority of the FWC regarding protection and management of the state's fish and wildlife resources.

1.1 Location

In northern Palm Beach County, the JWCWMA encompasses approximately 60,498 acres (Figures 1 and 2). The JWCWMA lies in all or parts of Sections 31-36 in Township 40 South, Range 39 East; Sections 30-36 in Township 40 South, Range 40 East; Sections 1-36 in Township 41 South, Range 39 East; Sections 5-36 in Township 41 South, Range 40 East; Sections 30-36 in Township 41 South, Range 41 East; and Sections 1-26, 36 in Township 42 South, Range 39 East (Figure 3). The area is approximately four miles south of Indiantown, 16 miles northeast of West Palm Beach, and eight miles east of Canal Point. The JWCWMA is not located within a designated Area of Critical State Concern.

1.1.1 Proximity to other Public Conservation Lands

The JWCWMA is located in the vicinity of an extensive network of conservation lands, including lands managed by the DEP Division of Recreation and Parks, U.S. Fish and Wildlife Service (USFWS), FWC, and SFWMD, as well as nearby Martin and Palm Beach County lands. Several Florida Forever projects are located in the vicinity of the area (Figure 4).

Tables 1 and 2 list the Florida Forever projects and conservation lands within a 10-mile radius of the JWCWMA, 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
Atlantic Ridge Ecosystem	8,175
Bar B Ranch	1,910
Pal-Mar	8,838
Strategic Managed Area Lands List	12,071

Table 2. Conservation Lands within a 10-mile Vicinity

Federal Government	Managing Agency
Arthur R. Marshall Loxahatchee National Wildlife Refuge	USFWS
Wetlands Reserve Program Easement #128	USDA - NRCS
Wetlands Reserve Program Easement #143	USDA - NRCS
Wetlands Reserve Program Easement #156	USDA - NRCS
State of Florida	**Managing Agency**
John C. and Mariana Jones/Hungryland WEA	FWC
Jonathan Dickinson State Park	DRP
Water Management District	**Managing Agency**
Allapattah Flats	SFWMD
Avenir Conservation Easement	SFWMD
C-44 Stormwater Treatment Area	SFWMD
C-51 and L-8 Reservoir	SFWMD
Cypress Creek and Loxahatchee River Management Area	SFWMD
DuPuis Management Area Reserve	SFWMD
Gentle Ben Flowage Easement	SFWMD
Herbert Hoover Dike	SFWMD
Hungryland/SFWMD Parcels	SFWMD
Loxahatchee River Watershed Restoration Project	SFWMD
Palmar Complex/C-44 Basin Harmony Ranch	SFWMD
R. G. Reserve Conservation Easement	SFWMD
River of Grass	SFWMD
Stormwater Treatment Areas	SFWMD
Local Government	**Managing Agency**
Acreage Pines Natural Area	Palm Beach County
C-18 Triangle Natural Area	Palm Beach County
C-44 Park Parcel	Martin County
Cypress Creek Natural Area	Palm Beach County
Grassy Waters Preserve	City of West Palm Beach
Hungryland Slough Natural Area	Palm Beach County
J. W. Corbett to Loxahatchee NWR Connector	Palm Beach County
Lake Okeechobee Connector	Palm Beach County
Lake Okeechobee Ridge	Martin County
Limestone Creek Natural Area	Palm Beach County
Loxahatchee Slough Natural Area	Palm Beach County
North Jupiter Flatwoods Natural Area	Palm Beach County
Open Space at Washington Street	Town of Jupiter
Pine Glades Natural Area	Palm Beach County
Pond Cypress Natural Area	Palm Beach County

Riverbend Park	Palm Beach County
Royal Palm Beach Pines Natural Area	Palm Beach County
SWA Greenway Trail System	Palm Beach County
Sweetbay Natural Area	Palm Beach County
Timer Powers Park Conservation Area	Martin County
Private/Public Conservation Organization	**Managing Agency**
Barley Barber Swamp	Florida Power & Light Company
Citrus Boulevard Nature Sanctuary	Audubon of Martin County, Inc.

Acronym Key	Agency Name
DRP	Florida Division of Recreation and Parks
FDACS-FFS	Florida Department of Agriculture and Consumer Services, Florida Forest Service
FWC	Florida Fish and Wildlife Conservation Commission
SFWMD	South Florida Water Management District
USDA - NRCS	U.S. Department of Agriculture, Natural Resources Conservation Service
USFWS	U.S. Fish and Wildlife Service

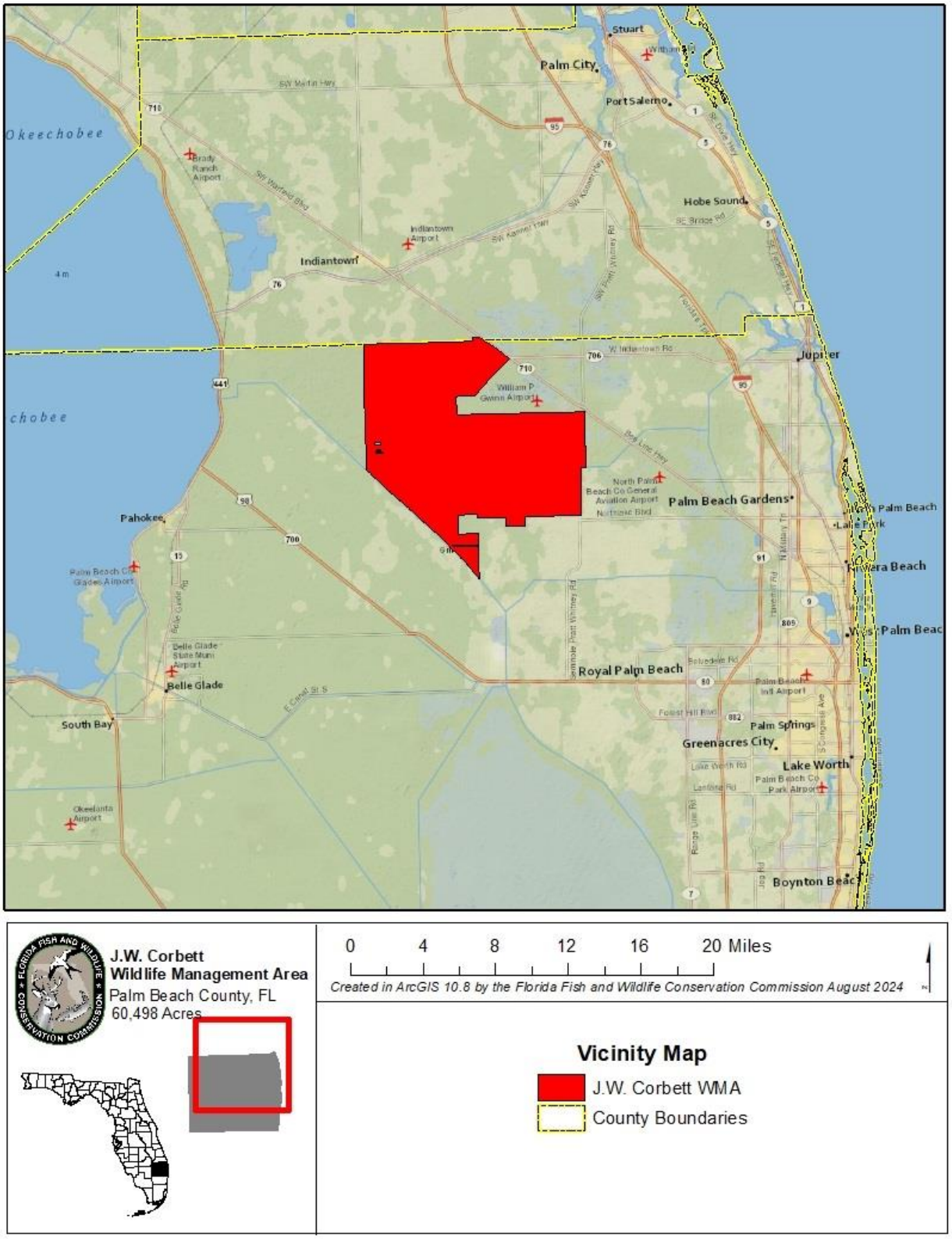

Figure 1. Vicinity Map

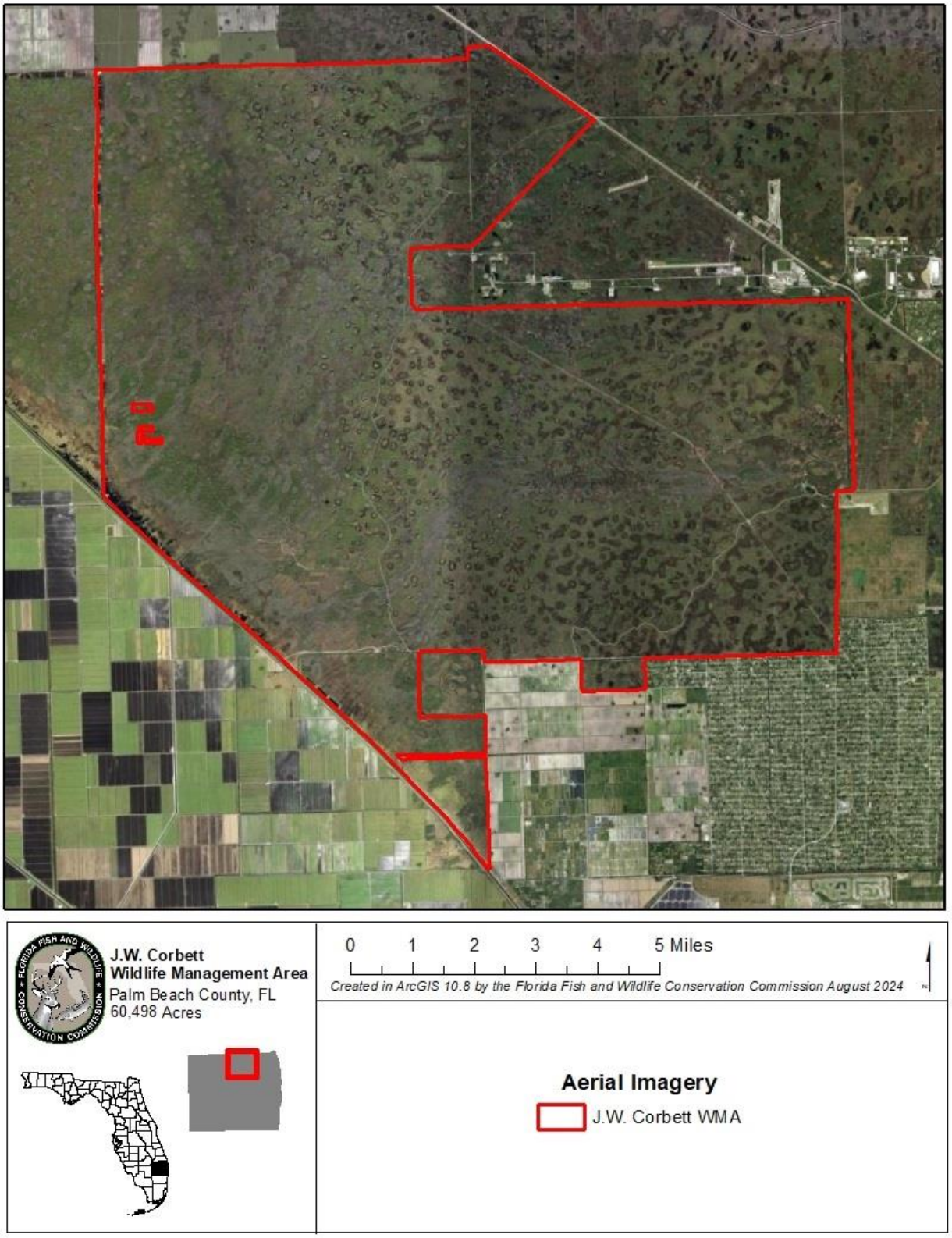

Figure 2. Aerial Imagery

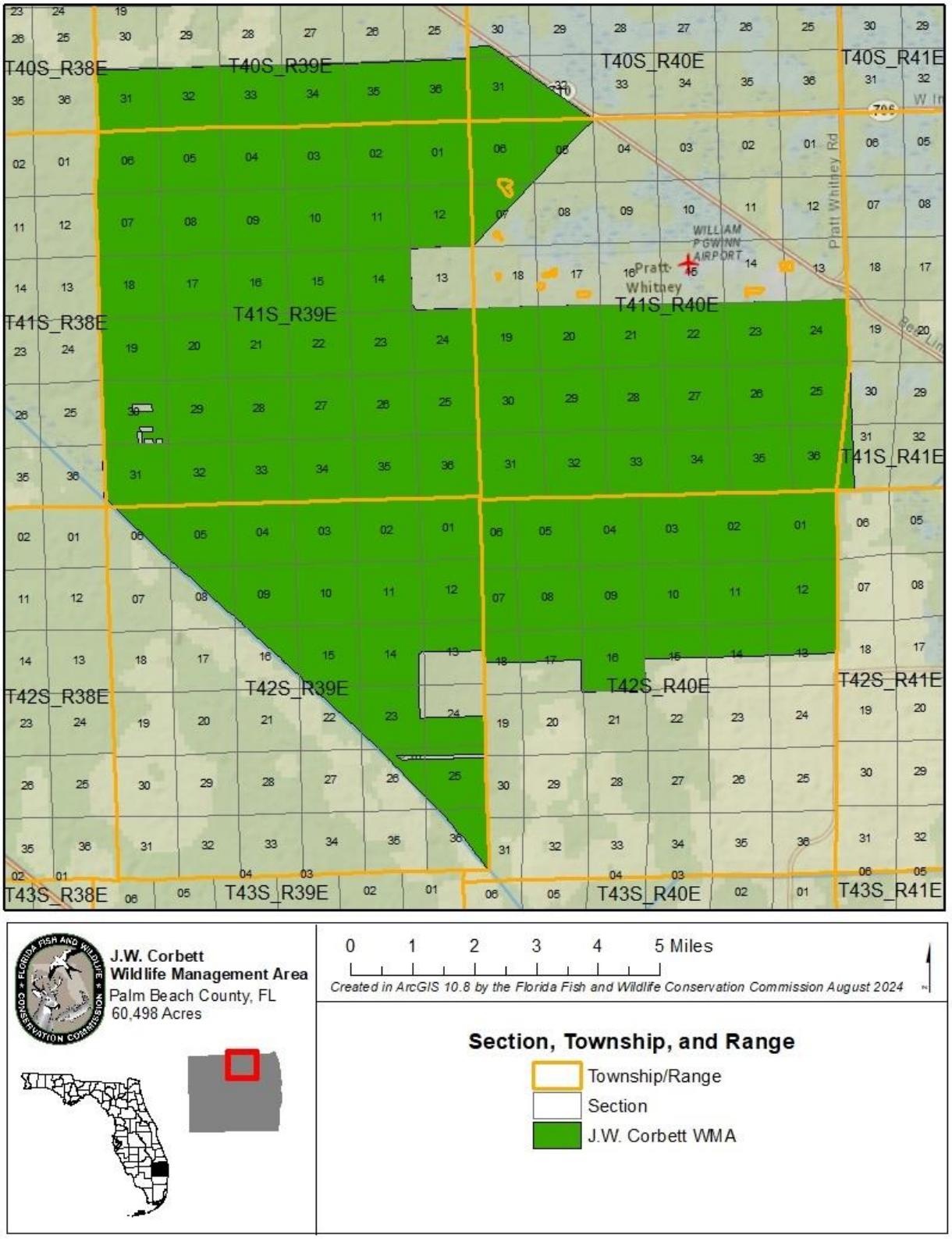

Figure 3. Section, Township, and Range Location

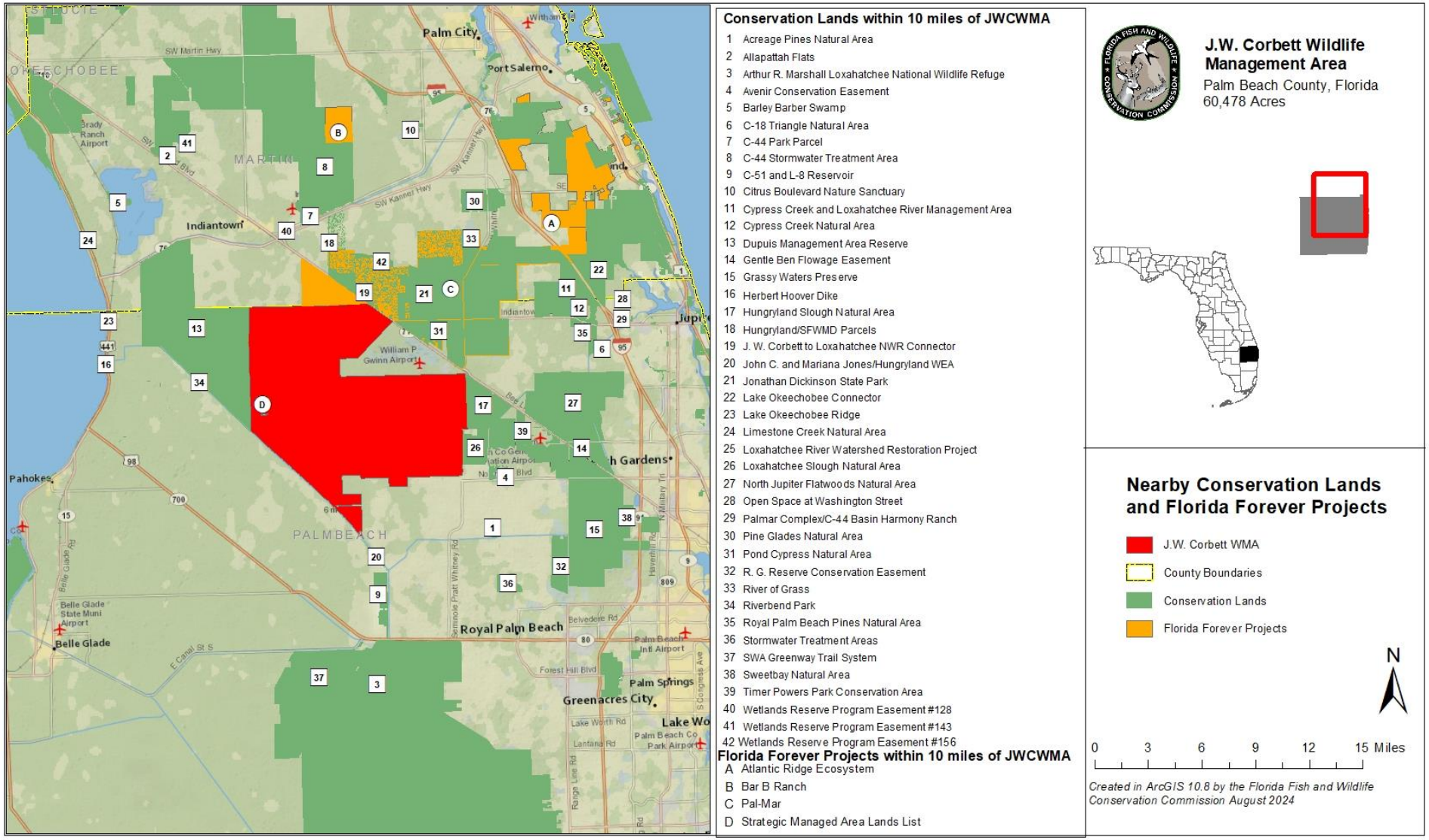

Figure 4. Nearby Conservation Lands and Florida Forever Projects

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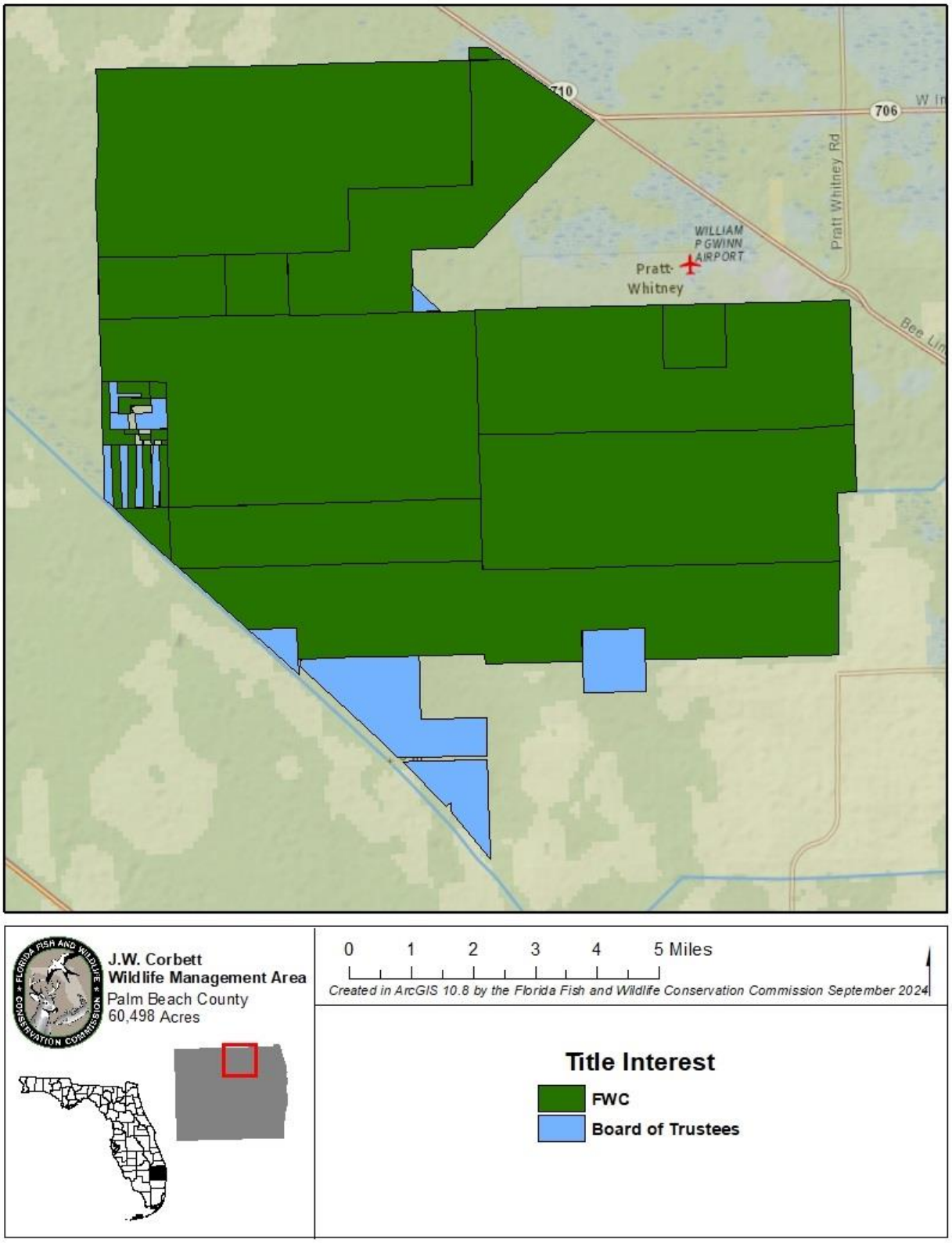

Figure 5. Title Interest

1.2 Title Interest and Management Authority

The FWC holds fee-simple title to the lands acquired by FWC through the Federal Aid and Wildlife Restoration Act (Pittman-Robertson Act), and as required, those lands are vested in the FWC. Additional lands were acquired through the State of Florida's Conservation and Recreation Lands (CARL) and Preservation 2000 (P-2000) programs and donations are owned in fee-simple title by the Board of Trustees. On June 1, 1972, the Board of Trustees entered into lease agreement #2606 with the FWC as lessee and lead manager of the JWCWMA. The term of this lease is 99 years. The lands acquired around Big Mound were historically held in trust for the Department of Education but are now with the Board of Trustees. FWC has lead management authority for all resources within the established boundary. As stated above, 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, 372, 375, 378, 379, 403, 487, 597, and 870 of the F.S. These laws establish the authority of the FWC regarding protection and management of the state's fish and wildlife resources. When the FWC purchased the original 52,000 acres of the JWCWMA from Southern States Land and Timber Company, LLC in 1947, the company retained one-half the mineral rights. Furthermore, Indian Trail Groves retained certain drainage rights on property sold to the Board of Trustees in 1993 (i.e., right to pump excess water from their current property onto that sold to the Trustees).

1.3 Acquisition

1.3.1 Acquisition History

In 1947, the Florida Game and Freshwater Fish Commission, now FWC, purchased approximately 52,000 acres from the Southern States Land and Timber Company, LLC and established it as the JWCWMA. In 1956, FWC completed a land exchange with the Pratt and Whitney Aircraft Division of United Aircraft Corporation conveying 6,000 acres of land in the northern portion of the JWCWMA for a contiguous 9,000-acre strip along the southern boundary.

Since 1958, the JWCWMA has been further consolidated through long-term leases on approximately 1,200 interior acres of school trust lands from the Florida Board of Education and the Board of Trustees. Several small, inholding parcels have been purchased from private landowners.

In 1993, 2,331 acres adjacent to the southern boundary were acquired through the CARL program and leased to FWC by the Board of Trustees. Most recently, in 2012, Palm Beach County donated 60 acres to FWC, and the SFWMD added another 130 acres to allow access to the L-8 levee that was previously adjacent to JWCWMA.

1.3.2 Purpose for Acquisition of the Property

Most of the land within the JWCWMA was acquired by the FWC for wildlife conservation, restoration, and management and for wildlife recreational opportunities for the public that include hunting, using funds from the Pittman-Robertson Act. Subsequently, additional acquisitions were made under the CARL and P-2000 land acquisition programs to conserve additional lands within

the area that are important to natural and cultural resources. In accordance with programmatic requirements, the FWC will continue to manage the JWCWMA for the original purposes of acquisition and conserve and restore natural wildlife habitat for an array of imperiled species. The JWCWMA is managed by the FWC for the purpose of operating a Wildlife Management Area, providing managed habitat for both common and imperiled wildlife, protecting and enhancing ecological diversity, and providing fish and wildlife-focused outdoor recreational opportunities to the public.

1.3.3 Encumbrances

Current encumbrances include an apiary agreement, an electrical easement with Florida Power and Light, a utility maintenance easement with Florida Power and Light, a Gulfstream Natural Gas System easement, a communication tower agreement with the SFWMD, M-0 Canal and flowage easements granted to the SFWMD, a lease/easement with Pratt and Whitney Aircraft, and a license agreement with the SFWMD for Levee L-8 access. In 2020, a C-18W permit (under permit #8850) was transferred from the Indian Trails Improvement District to the FWC, giving responsibility for maintenance and repair of the larger culvert to FWC and releasing responsibility regarding the smaller, and now removed, culvert. In 2023, multiple drainage structures within the L-8 right of way and located within the JWCWMA were transferred to the SFWMD for maintenance, repair, and replacement, as needed.

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 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 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 DEP-DSL and ARC for review and consideration.

1.5 Public Involvement

The FWC conducted a MAG meeting in Palm Beach County, Florida on June 5, 2024 to obtain input from both public and private stakeholders regarding management of the JWCWMA. Results of this meeting were used by the FWC to develop management goals and objectives and to identify opportunities and strategies for management to include in this Management Plan (Appendix 11.4.1). Further, a public hearing, as required by Chapter 259.032(10), F.S., was held in Palm Beach County on July 24, 2024, to solicit input and comments from the public. The Management Prospectus was made available to the public 30 days prior to the hearing. A report of that hearing is in Appendix 11.4.2. A website is also maintained for receipt of public input. Further testimony and input are received at a public hearing held by the ARC. Input received from all public involvement efforts are considered in the development of the Management Plan.

2 Natural and Cultural Resources

2.1 Physiography

2.1.1 Topography and Geologic Formations

The JWCWMA is in the Allapattah Flats Province of the Barrier Island Sequence District and the Everglades Province of the Everglades District. These formations are characterized by shelly sediments originating from the plio/pleistocene. On the JWCWMA, the maximum elevation is 25 feet above mean sea level. The JWCWMA does not contain beaches, dunes, or virgin timber.

No hydrological resources exist on the JWCWMA. However, extensive flooding from heavy rains occurs in low-lying areas on the JWCWMA. Because of this, during the last management period, a hydrological assessment/study was proposed to identify potential hydrology restoration needs in the floodplain. Additionally, culverts on roadways located throughout the area have been replaced and repaired as needed.

2.1.2 Soils

The U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) data were used to identify the JWCWMA's soil series and soil depth to water table (Figures 6 and 7). The map units described in the soil survey of the JWCWMA are distributed as shown in Figure 6. Analyses of depth to water table for map units occurring within the JWCWMA are also provided in Figure 7. 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. Appendix 11.8 lists the names and official map unit descriptions as determined by the NRCS. Analysis of depth to water table for map units occurring within the JWCWMA are also provided in Appendix 11.8.

Soils found within the JWCWMA are generally associated with marine terraces on coastal plains and primarily consistiof sandy and loamy marine deposits. Riviera fine sand makes up nearly 56% of the JWCWMA. Various other fine sands that each make up less than 10% of the area include Pineda, Pinellas, Holopaw, Cypress Lake, and Immokalee sand.

2.1.3 Climate

In general, moderate climates occur in Palm Beach County. The area is characterized by long, warm summers and mild winters. The average daily winter temperature over the past 10 years has been 70 ˚ Fahrenheit (F), with an average minimum winter temperature being approximately 60 ˚ F. The average daily summer temperature has been approximately 82º F with an average maximum of approximately 91º F. Over the last ten years, the JWCWMA has seen an average annual rainfall of 51 inches with the majority occurring in the summer season. About 23 percent falls during May and September, with February, March, and December being the driest months.

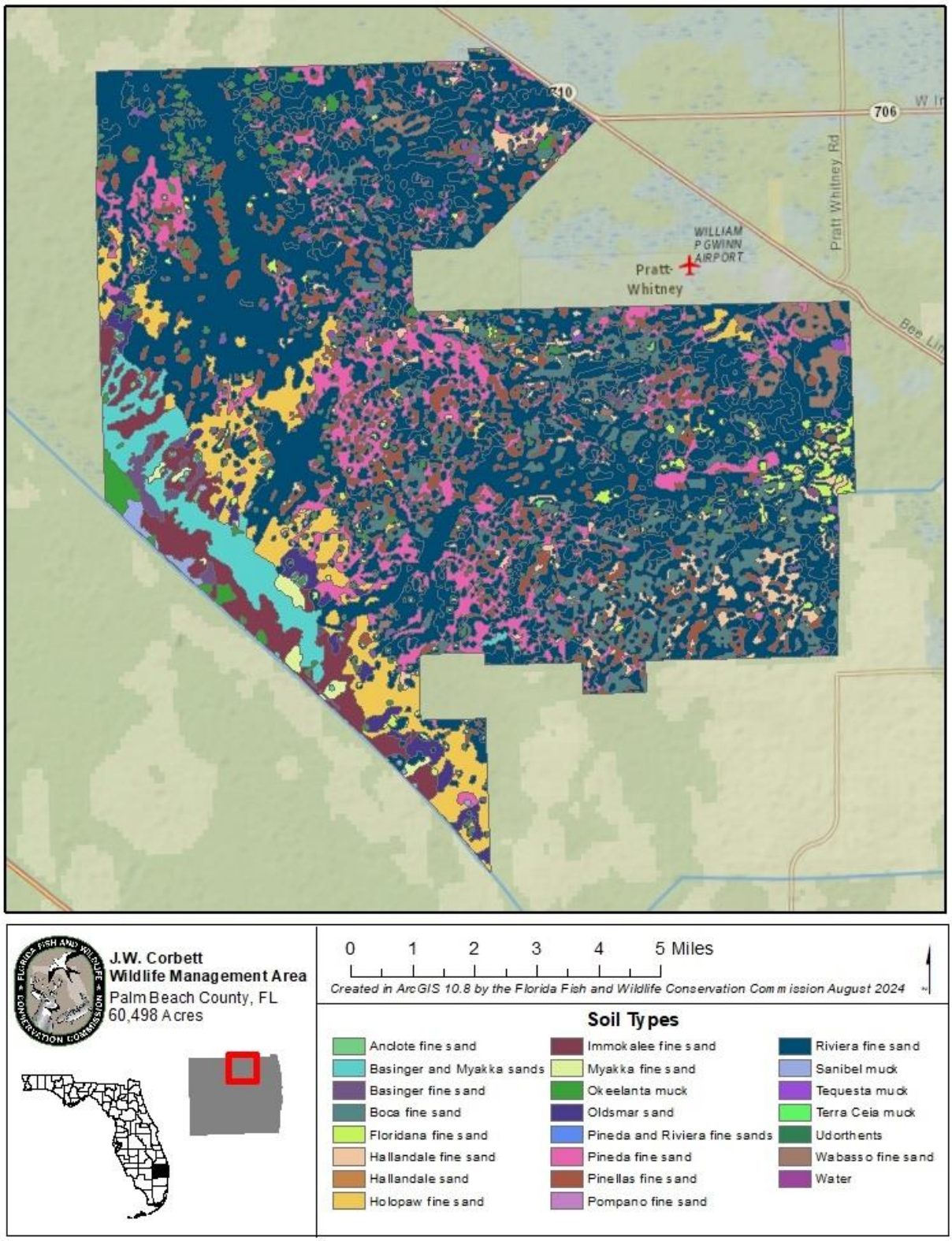

Figure 6. Soil Types

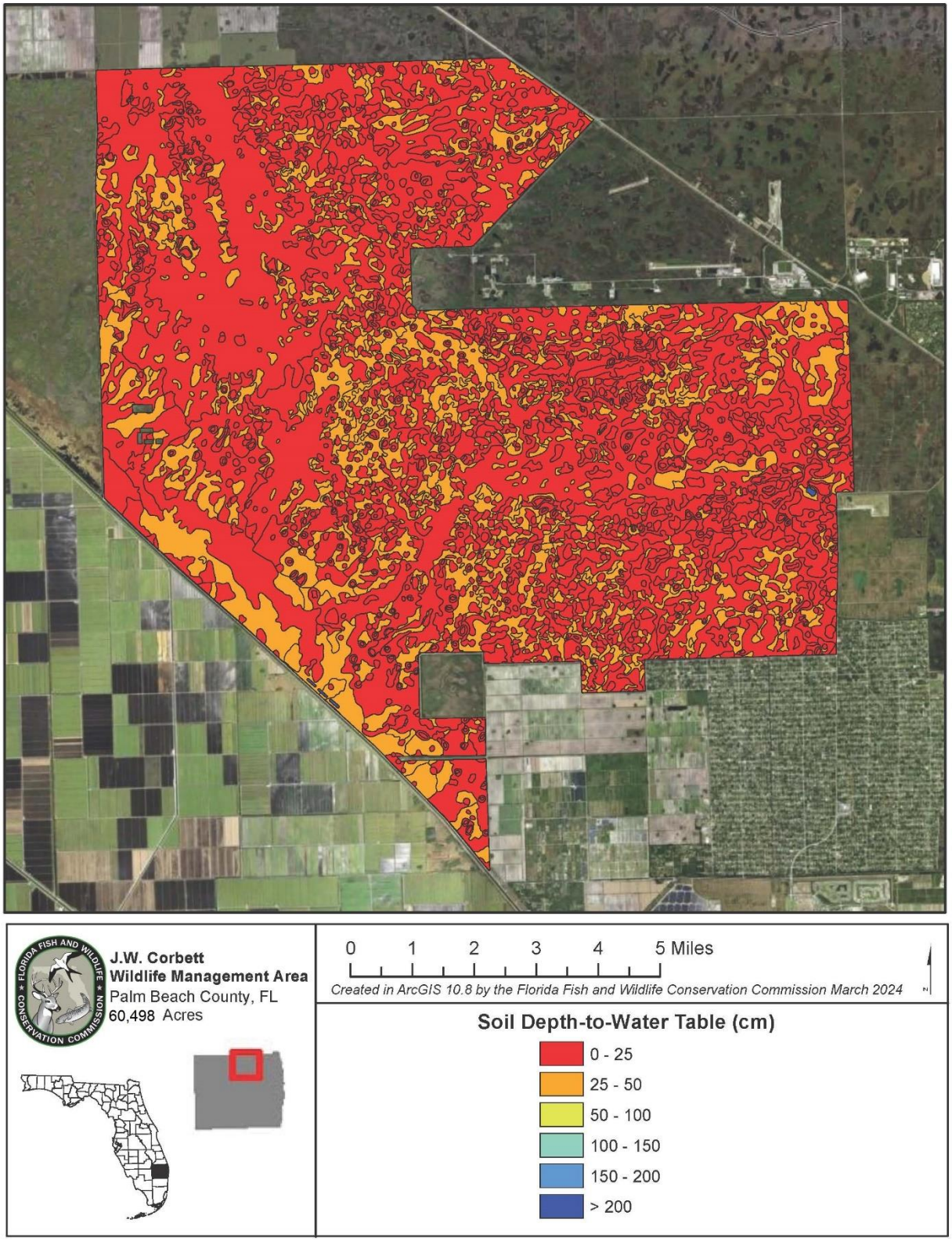

Figure 7. Depth-to-Water Table (cm)

2.2 Vegetation and Landcover Types

Through the services of the Florida Natural Areas Inventory (FNAI), the FWC has mapped the current natural communities and altered land cover types of the JWCWMA and documented 17 natural communities and altered land cover types existing on the JWCWMA (Table 3, and Figure 8).

Additionally, native plant species found by either FWC staff or contractors on the JWCWMA have been documented and recorded (Appendix 11.5). FWC biologists and contractors have also documented 28 imperiled or Commercially Exploited plant species occurring on the area and have found 35 occurrences of Florida Invasive Species Council (FISC)-listed invasive plant species on the JWCWMA (Tables 4 and 5).

Table 3. Natural Communities and Altered Landcover Types

Community Type	GIS Acres	Percentage
Mesic flatwoods	16,086.8	26.44%
Depression marsh	11,793.3	19.39%
Strand swamp	11,586.8	19.05%
Wet flatwoods	9,654.7	15.87%
Basin marsh	3,226.0	5.30%
Dome swamp	2,219.8	3.65%
Wet prairie	1,640.6	2.70%
Utility corridor	1,350.8	2.22%
Agriculture	1,304.9	2.14%
Wildlife food plot	653.3	1.07%
Road	523.4	0.86%
Mesic hammock	316.0	0.52%
Canal/ditch	238.6	0.39%
Hydric hammock	146.9	0.24%
Developed	68.8	0.11%
Clearing	19.3	0.03%
Linear feature	3.4	0.01%

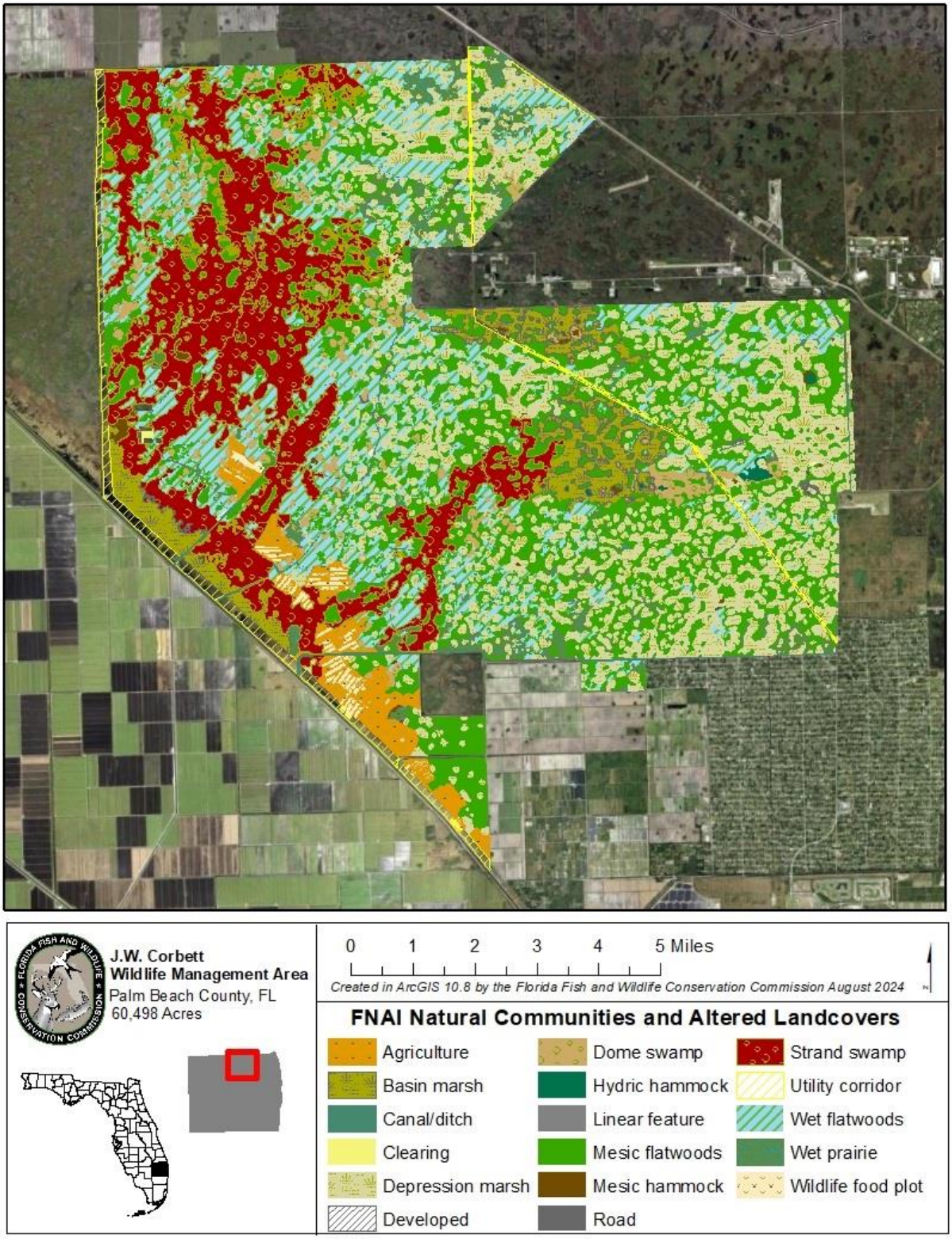

Figure 8. FNAI Natural Communities and Altered Landcover Types

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 the Florida Department of Agriculture and Consumer Services (FDACS) or the USFWS have designated as Endangered or Threatened. This designation is commonly referred to as “listed species.” All names and status determinations are derived from Florida’s Regulated Plant Index Rule (5B-40.0055, F.A.C.) that is maintained by FDACS.

The FNAI conducted a listed plant survey in 2020/21 on JWCWMA and identified 15 imperiled plant species, of which four are state Endangered and 11 are state Threatened. The protections afforded plants that occur on conservations lands, in conjunction with management actions that include invasive plant removal and prescribed fire, will continue to maintain and enhance habitat for these and other rare plants. As such, these species should persist under planned management on the JWCWMA.

In addition to the imperiled plants, four plants state listed as Commercially Exploited are known to occur on JWCWMA (Table 4). The FWC will continue to monitor the known occurrences of these species and report any illegal collection to the appropriate authorities. Detailed descriptions of imperiled plants known to occur on the JWCWMA can be found in Appendix 11.7.

Table 4. Imperiled Plant Species

Scientific Name	Common Name	Status	FNAI Ranks*
Aeschynomene pratensis	Meadow jointvetch	SE	G4T1 S1
Bletia purpurea	Pine-pink orchid	ST	G3 S3
Calopogon multiflorus	Many-flowered grass-pink	ST	G2G3 S2S3
Encyclia tampensis	Butterfly orchid	CE	G4 SNR
Eulophia ecristata	Non-crested eulophia	ST	G2G3 S2
Garberia heterophylla	Garberia	ST	G3G4 S3S4
Harrisella porrecta	Threadroot orchid	ST	GU SNR
Lilium catesbaei	Catesby lily	ST	G4 S4
Nemastylis floridana	Celestial lily	SE	G3 S3
Nephrolepis biserrata	Giant sword fern	ST	G5 S3
Ophioglossum palmatum	Hand fern	SE	G4 S2
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
Platanthera nivea	Snowy orchid	ST	G5 S3S4
Pogonia ophioglossoides	Rose pogonia	ST	G5 S3S4
Serenoa repens	Saw palmetto	CE	G4G5 S4S5
Spiranthes laciniata	Lace-lip ladies’ tresses	ST	G4G5 S3S4
Stenorrhynchos lanceolatus	Leafless beaked orchid	ST	G4T1 S1
Swietena mahagoni	West Indian mahogany	ST	G3G4 S3

Thelypteris serrata	Dentate lattice-vein fern	SE	G5 S1
Tillandsia balbisiana	Inflated and reflexed wildpine	ST	G4G5 S3
Tillandsia fasciculata	Common wild-pine	SE	G5 SNR
Tillandsia flexuosa	Twisted or banded air-plant	ST	G5 S3
Tillandsia utriculata	Giant wild-pine	SE	G5 S3
Tillandsia valenzuelana	Soft-leaved wild-pine	ST	G5 S2
Zephyranthes simpsonii	Simpson's zephyr-lily	ST	G2G3 S2S3

**FNAI Ranking System is included in Appendix 11.10.*

Acronym	Status
CE	Commercially Exploited (state designation)
FE	Federally Endangered
SE	State Endangered
ST	State Threatened

It is possible other imperiled species occur on the JWCWMA, and, if encountered, staff will document and report these occurrences. Florida's imperiled species are adapted to its 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 56 non-native plant species on JWCWMA, of which 35 are invasive (Table 5). Species that are considered invasive are species that (a) are non-native 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 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
Allamanda cathartica	Golden trumpet	-
Ardisia elliptica	Shoebutton ardisia	I
Asclepias curassavica	Scarlet milkweed	-
Azolla pinnata	Feathered mosquitofern	-
Bischofia javanica	Javanese bishopwood	I
Casuarina sp.	Sheoak	I or II
Citrus x aurantium	Sour orange	-
Citrus x limon	Lemon	-

Crotalaria pallida var. *obovata*	Smooth rattlebox	-
Cuphea carthagenensis	Colombian waxweed	-
Cuphea strigulosa	Stiffhair waxweed	-
Desmodium incanum	Zarzabacoa comun	-
Eichhornia crassipes	Common water hyacinth	I
Emilia fosbergii	Florida tasselflower	-
Emilia sonchifolia	Lilac tasselflower	-
Eragrostis atrovirens	Thalia lovegrass	-
Eragrostis bahiensis	Bahia lovegrass	-
Gamochaeta pensylvanica	Pennsylvania everlasting	-
Hymenachne amplexicaulis	West Indian marsh grass	I
Hyparrhenia rufa	Jaragua	II
Imperata cylindrica	Cogon grass	I
Lantana strigocamara	Lantana, shrub verbena	I
Leucaena leucocephala	White lead tree	II
Ludwigia peruviana	Peruvian primrosewillow	I
Lygodium japonicum	Japanese climbing fern	I
Lygodium microphyllum	Small-leaf climbing fern, Old world climbing fern	I
Macroptilium lathyroides	Wild bushbean, Phasey bean	II
Melaleuca quinquenervia	Punktree, Melaleuca	I
Melaleuca viminalis	Bottlebrush	II
Momordica charantia	Balsam pear, Balsam apple	II
Nephrolepis brownii	Asian sword fern	I
Nephrolepis cordifolia	Tuberous sword fern	I
Neyraudia reynaudiana	Burma reed, Cane grass	I
Oeceoclades maculata	Monk orchid	-
Panicum repens	Torpedo grass	I
Paspalum notatum	Bahiagrass	-
Passiflora foetida	Fetid passion-flower	-
Psidium guajava	Guava	I
Pteris vittata	Chinese ladder brake	II
Richardia grandiflora	Largeflower mexican clover	II
Richardia scabra	Rough mexican clover	-
Ricinus communis	Castor bean	II
Sacciolepis indica	Indian cupscale	-
Schinus terebinthifolia	Brazilian pepper	I
Scleria lacustris	Wright's nutrush	I
Sida cordifolia	Ilima	-
Sorghum halepense	Johnsongrass	-
Spermacoce verticillata	Shrubby false buttonweed	II

Sphagneticola trilobata	Wedelia, Creeping oxeye	II
Sporobolus jacquemontii	West Indian dropseed	I
Syzygium cumini	Java plum	I
Urena lobata	Caesarweed	I
Urochloa maxima	Guineagrass	II
Urochloa mutica	Para grass	I

2.3 Fish and Wildlife Resources

As described above, the JWCWMA has a variety of natural communities and habitat types that support a wide array of imperiled and common wildlife species. Active wildlife management practices make the JWCWMA an excellent place to view wildlife. The JWCWMA's mesic flatwoods, depression marsh, strand swamp, and other natural communities provide critical habitat for resident and migratory wildlife. The FWC maintains an inventory of fauna occurring on the JWCWMA including mammals, birds, reptiles, amphibians, and invertebrates. Native wildlife occurrences are listed in Appendix 11.5. Additionally, the FWC Wildlife Conservation Prioritization and Recovery (WCPR) Strategy was completed for the JWCWMA in 2021 (Appendix 11.15), which guides staff on wildlife management and monitoring to ensure management is having the desired impacts to native wildlife.

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 federally-Endangered or Threatened by the USFWS or state-Threatened by FWC. This designation is also commonly known as "listed species." Table 6 outlines all imperiled wildlife that have been observed on the JWCWMA.

Table 6. Imperiled Species

Scientific Name	Common Name	Status	FNAI Ranks*
Caracara plancus audubonii	Audubon's crested caracara	FT	G5,S2
Laterallus jamaicensis jamaicensis	Eastern black rail	FT	G3,S2
Rostrhamus sociabilis plumbeus	Everglade snail kite	FE	G4,G5,S2
Antigone canadensis pratensis	Florida sandhill crane	ST	G5,T2,S2
Gopherus polyphemus	Gopher tortoise	ST	G3,S3
Sternula antillarum	Least tern	ST	G4,S3
Egretta caerulea	Little blue heron	ST	G5,S4
Picoides borealis	Red-cockaded woodpecker	FE	G3,S2
Platalea ajaja	Roseate spoonbill	ST	G5,S2
Egretta tricolor	Tricolored heron	ST	G5,S4
Mycteria americana	Wood stork	FT	G4,S2

Acronym	Status
FE	Federally Endangered
FT	Federally Threatened

Acronym	Status
ST	State Threatened

At its November 2016 Commission meeting, the FWC approved Florida's Imperiled Species Management 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 as federally designated Endangered or 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

In accordance with Chapter 259.01, F.S., the FWC has evaluated the JWCWMA for eligibility as a recipient site for gopher tortoise relocation. Staff are not recommending the area as a recipient site, as there is an existing population on the area with limited habitat suitability. Per the April 2023 Gopher Tortoise Permitting Guidelines, recipient site soils include those moderately well-drained to excessively drained, with a midpoint of the upper limit of the water table value of 45 centimeters (18 inches) or greater. All soils on the area have a 12-inch midpoint, and therefore, are unlikely to meet the gopher tortoise recipient site criteria and thresholds.

2.3.2 Non-Native Fish and Wildlife Species

In addition to the species listed in Appendix 11.5, FWC staff have documented 24 non-native fish and wildlife species on the JWCWMA (Table 7). The FWC will continue to document any occurrences of non-native species found on the JWCWMA. More information on monitoring and management of non-native wildlife can be found in Section 4.5 and Section 5.4.

Table 7. Non-Native Fish and Wildlife Species

Scientific Name	Common Name
Osteopilus septentrionalis	Cuban tree frog
Eleutherodactylus planirostris	Greenhouse frog
Sturnus vulgaris	European starling
Cairina moschata	Muscovy duck
Cichlasoma bimaculatum	Black acara
Oreochromis aureus	Blue tilapia
Hoplosternum littorale	Brown hoplo
Pterygoplichthys multiradiatus	Sailfin catfish
Clarias batrachus	Walking catfish
Sus scrofa	Wild hog
Agama agama	African redhead agama
Basiliscus vittatus	Brown basilisk
Iguana iguana	Green iguana
Anolis equestris	Knight anole
Varanus niloticus	Nile monitor
Leiocephalus carinatus armouri	Northern curlytail lizard
Agama picticauda	Peter's rock agama
Anolis sagrei	Brown anole
Rattus rattus	Black rat
Rattus norvegicus	Brown rat

2.3.3 FNAI Element Occurrences

A diversity of wildlife species is found on the JWCWMA. The FWC uses the FNAI Natural Heritage Database to assist in identifying and recording resources on FWC-managed areas. This database also supplemented the development of the species tables that will be 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 are found in Appendix 11.15.

The FNAI element occurrence records include 26 occurrences of wildlife species in the vicinity of the JWCWMA. Several of the imperiled species discussed in Section 2.2.1 and Section 2.3.1 in this Management Plan 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

The DEP considers all waters on the JWCWMA, including isolated wetlands, Class III waters. It is the policy of the DEP to afford the highest protection to OFW and Outstanding National Resource Waters (Chapter 62-302.700, F.A.C.). None of these waters are designated as Outstanding Florida Waters (OFW). Rainfall accumulation during the wet season may average up to approximately 0.2 inch per day, with resultant accumulation of surface water and occasional periods of inundation. Surface water flow during wet seasons and periods of high rainfall are discharged from the JWCWMA through either the L-8 Canal (Everglades' drainage basin) or the C-18 Canal (Hungryland basin). During the drier portions of the cycle, the deepest sloughs, ponds, and marshes are the only water resource areas available to wildlife, other than artificial ditches and canals. The JWCWMA is not located within or adjacent to an aquatic preserve.

Water resources on the JWCWMA are among the most prominent features on the area and include swamps and marshes. Although FWC attempted to drain a large portion of the area in the 1960s, agency policy changed in the early 1980s to preserve the wetland values associated with the JWCWMA. In 1990, a hydrological restoration project was initiated by the FWC. Simultaneously, however, the renovation and maintenance of certain canals have been deemed necessary to protect campsites from flooding, to protect the public investment in the Everglades Youth Conservation Center (EYCC) and its capital facilities, and for diverting water to, and thus maintaining, the L-8 sawgrass marsh.

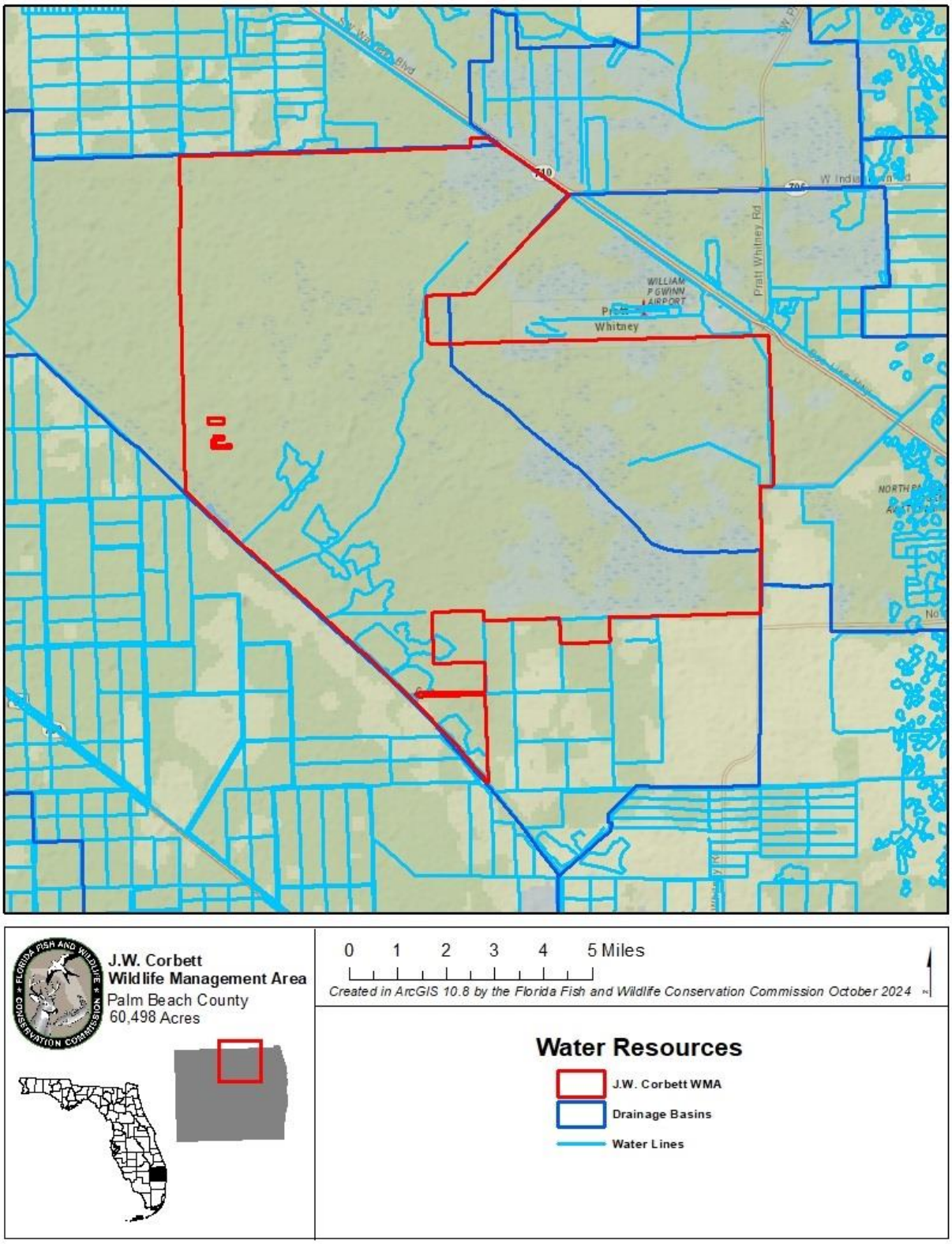

Figure 9. Water Resources

2.5 Forest Resources

The JWCWMA contains slash pine (*Pinus elliottii)* flatwoods. On the JWCWMA, no trees are planted or harvested for timber production.

2.6 Beaches and Dunes

There are no beaches or dunes on the JWCWMA.

2.7 Mineral Resources

There are no known commercial mineral deposits on the JWCWMA.

2.8 Cultural Resources

To date, the Florida Master Site File (FMSF) indicates that 20 previous cultural resource surveys have been conducted on the JWCWMA. Additionally, 36 archaeological sites and three linear resources have been recorded on the JWCWMA (Table 8). The FWC will consult with the Division of Historical Resources (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 8. Cultural Resources

FMSF No.	Resource Category	Resource Title	Acres	National Register of Historic Places Eligibility
PB00048	Archaeological site	Big Mound City	369.9	Yes
PB06292	Archaeological site	Big Gopher	127.5	Unevaluated
PB12917	Linear Resource	Seaboard Air Line Railroad	393.26*	Unevaluated
PB15939	Archaeological site	Colwell 1	1.1	Unevaluated
PB15940	Archaeological site	Colwell 2	1.1	Unevaluated
PB15984	Archaeological site	JC I	0.1	Unevaluated
PB15989	Archaeological site	JC II	0.5	Unevaluated
PB17687	Archaeological site	Chesnut Club	21.5	Unevaluated
PB17688	Archaeological site	Cortusi I	31.6	Unevaluated
PB17689	Archaeological site	Cortusi II	17.4	Unevaluated
PB17690	Archaeological site	Cortusi III	0.9	Unevaluated
PB17691	Archaeological site	Cortusi IV	2.8	Unevaluated
PB17692	Archaeological site	Cortusi V	7.4	Unevaluated
PB17693	Archaeological site	Cortusi VI	16.9	Unevaluated
PB17694	Archaeological site	Cortusi VII	2.3	Unevaluated
PB17695	Archaeological site	Cortusi 8	5.8	Unevaluated
PB17696	Archaeological site	Cortusi IX	12.2	Unevaluated
PB17697	Archaeological site	Cortusi X	6.4	Unevaluated
PB17698	Archaeological site	Cortusi XI	1.8	Unevaluated
PB17699	Archaeological site	Cortusi XII	0.9	Unevaluated
PB17700	Archaeological site	Cortusi XIII	1.6	Unevaluated

PB17701	Archaeological site	Cortusi XIV	1.9	Unevaluated
PB17702	Archaeological site	Cortusi XV	12.5	Unevaluated
PB17703	Archaeological site	Cortusi XVI	1.2	Unevaluated
PB17704	Archaeological site	Cortusi 17	1.0	Unevaluated
PB17705	Archaeological site	Cortusi 18	1.3	Unevaluated
PB17706	Archaeological site	Cortusi 19	0.5	Unevaluated
PB17707	Archaeological site	Cortusi 20	1.8	Unevaluated
PB17708	Archaeological site	Cortusi 21	0.1	Unevaluated
PB17709	Archaeological site	Cortusi 22	0.8	Unevaluated
PB17710	Archaeological site	Cortusi 23	0.1	Unevaluated
PB17711	Archaeological site	Cortusi 24	0.6	Unevaluated
PB17712	Archaeological site	Cortusi 25	0.7	Unevaluated
PB17713	Linear Resource	Southern States Timber Co Tram Road One	34.9	Unevaluated
PB17714	Linear Resource	Southern States Timber Co Tram Road Two	13.0	Unevaluated
PB18535	Archaeological site	HIPS	31.7	Unevaluated
PB18536	Archaeological site	Two HIPS	4.3	Unevaluated
PB18540	Archaeological site	Little Willey	4.7	Unevaluated
PB18543	Archaeological site	MOUSe	3.4	Unevaluated

* Acreage of entire railroad

2.9 Scenic Resources

The JWCWMA offers remarkable scenic views of natural communities, wildlife and habitats, as well as other water and uplands resources that surround it. As a result, the area has long been valued for its scenic quality. Wildlife is abundant year-round throughout the area and it is an excellent location for observing wading birds. The scenery of the JWCWMA and its trails may be enjoyed through several activities, such as hiking, biking, watching birds and wildlife, and nature study. Roads pass through a variety of natural communities on the area and offer visitors the opportunity to observe its outstanding scenic resources, including abundant wildflowers.

3 Uses of the Property

3.1 Previous Use and Development

Prior to European settlement, the landscape of Florida, including this area of Florida, was settled and used by a variety of aboriginal peoples whose culture relied mainly on hunting, fishing, and subsistence agriculture. On the JWCWMA, two significant archeological sites are known including Big Mound City and Big Gopher. Big Mound City covers 143 acres and consists of at least 23 mounds, some with radiating causeways and crescent-shaped manmade ponds. At least two of the 23 mounds are burial mounds. Big Gopher is one of the best-preserved earthwork sites in the Lake Okeechobee basin and consists of linear ridges, crescents, mounds, and middens. The mounds date from approximately 500 B.C. up through the 1500s. Other Native American groups

were in the general vicinity until the 1800s including the Seminole Indians fleeing the onslaught of the U. S. Army while seeking refuge in the Everglades.

Though some land alteration occurred, only minor alteration of the landscape is thought to have taken place until the advent of European settlement beginning with the Spanish occupation of Florida in the sixteenth century. Along with more advanced agricultural practices, the Spanish and other settlers brought livestock, primarily cattle and hogs, as well as horses to Florida. This began an era of broad use of the landscape for agriculture. Rangeland cattle grazing and other agricultural practices began to be utilized in a more systematic way and occurred throughout much of the central Florida peninsula through most of the European settlement era from the 16th through the 20th centuries. Use of these agricultural practices began an era of increased alteration of the natural landscape. However, it wasn't until the 19th and 20th centuries that major settlement and more extensive alteration of the landscape in the area began with the widespread use of agriculture and associated development.

Prior to the original acquisition of the area by the FWC for conservation, the area's timber was harvested, native range was grazed, and a few small parcels were farmed, primarily for vegetables. In the 1950s, an additional 300 acres were cleared for planting. Farming was later discontinued, with the last fields abandoned in the early 1990s. In the 1960s, 23 miles of drainage canals and related water control structures were installed as part of an area water management plan. The FWC leased 29,000 acres of this area for cattle grazing, with the leases expiring in 1971. In 1986, a 25-year stumping lease terminated. In 1990, a hydroperiod restoration plan was completed, providing increased water retention and control capabilities. During the 1993 acquisition of the CARL addition, drainage rights were retained by the seller, reserving use of the land as a water detention area for a citrus operation.

3.2 Current Use of the Property

Currently, the JWCWMA 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 JWCWMA each year including activities such as prescribed burning; wildlife habitat restoration and improvement; non-native species maintenance and control; road repairs and maintenance; imperiled species management, monitoring, and protection; facilities and infrastructure maintenance and repair; conservation acquisition and stewardship activities; archeological and historic resources monitoring and protection; and research related activities.

The EYCC occupies approximately 202 acres within JWCWMA. The center offers popular events, camps, and trainings, and welcomes volunteers to take part in various EYCC activities.

The current zoning ordinances for the JWCWMA are Agricultural Production and Preservation/Conservation. Palm Beach County's future land use maps indicate that the JWCWMA will continue to be designated and zoned as Agricultural Production and Preservation/Conservation. Hunting continues to be a popular recreational activity on the JWCWMA as it is one of only a few public areas for people to hunt along the highly populated Gold Coast. The area also offers excellent opportunities for observing birds, especially at the L-8

Canal; where large numbers of migratory warblers, roseate spoonbills *(Platalea ajaja),* wood storks (*Mycteria americana*), ibis, tricolored herons (*Egretta tricolor*), great blue herons *(Ardea herodias*), and other wading birds may be seen. Other uses include hiking, fishing, photography, biking, horseback riding, and camping in designated areas.

3.2.1 Hunting

The JWCWMA offers several hunting opportunities, including archery, muzzleloader, general gun, small game, youth turkey, and spring turkey seasons. For more information on hunting opportunities at the JWCWMA visit the J. W. Corbett Wildlife Management Area | FWC (myfwc.com).

3.2.2 Fishing

Fishing is authorized year-round at the JWCWMA.

3.2.3 Paddling and Boating

Currently, airboating is prohibited on the JWCWMA. The only area where paddling is feasible is at the EYCC.

3.2.4 Trails and Roads

The JWCWMA offers 109 miles of multi-use trails and 21 miles of roads. Hiking is available on all trails within the JWCWMA, and biking consistent with WMA rules is allowed on all trails.

3.2.5 Camping

Camping is permitted only in designated campsites on the area. During archery season through general gun season camping is permitted seven days a week. However, camping is only permitted on weekends throughout the rest of the year.

3.2.6 Geocaching

Geocaching, also known as Global Positioning System (GPS) Stash Hunt and GeoStash, is a 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 the FWC website: https://myfwc.com/license/public-land-use/geocaching/guidelines/ .

3.2.7 Interpretation

Interpretive facilities on the JWCWMA include three kiosks, a recreation guide, and youth education programs through the EYCC for interpretation and education. The FWC also provides a website for the JWCWMA with links to community data sources for species information on eBird and iNaturalist. Interpretive and other facilities are shown on Figure 10 and 11.

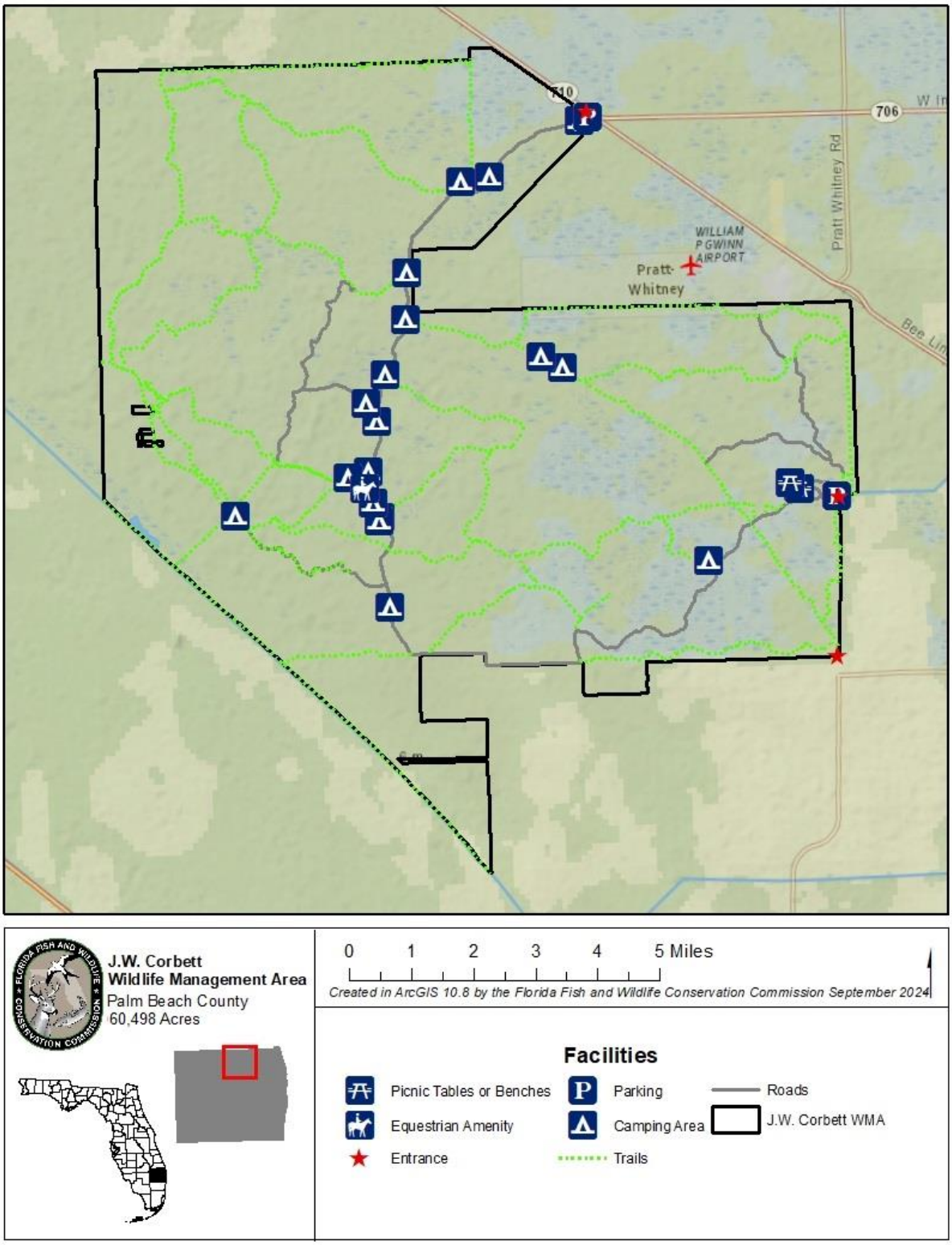

Figure 10. Facilities

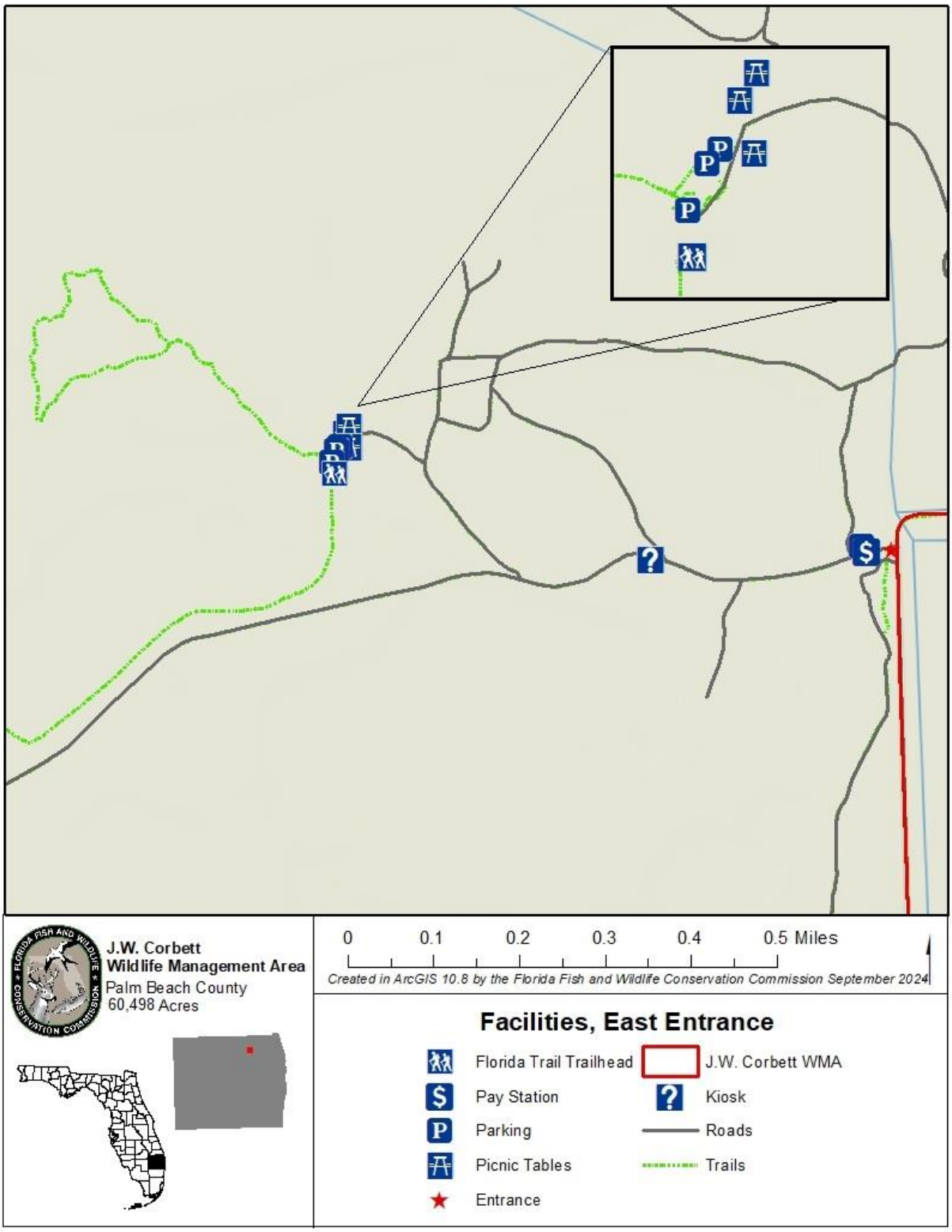

Figure 11. Facilities, East Entrance

3.3 Adjacent Land Uses

The JWCWMA is contained entirely within the north center section of Palm Beach County, borders the southern edge of Martin County, and lies in a larger network of conservation lands. Located on the south end of the JWCWMA is the J.W. Corbett to Loxahatchee National Wildlife Refuge (NWR) Connector that serves as a link to the C-51 and L-8 Reservoir and further south to the large Arthur R. Loxahatchee NWR. The Everglades Agricultural Area lies further to the west and south, a vast area of sugar cane fields, vegetable croplands, and groves that were originally part of the Everglades River of Grass system and were subsequently "reclaimed" as part of the original Lake Okeechobee Flood Control projects.

The 2021 U.S. Census estimates that there are 1,502,495 people living in Palm Beach 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 1,702,700 people living in Palm Beach County. The BEBR population projections for the counties surrounding Palm Beach County for the year 2035 are as follows:

- Glades County – 12,900
- Okeechobee – 40,900
- Hendry – 44,500
- Martin – 174,200
- Broward – 2,145,200

The current zoning ordinances for the JWCWMA are Agricultural Production and Preservation/Conservation. The lands immediately adjacent to the JWCWMA are classified as Agricultural Production, Preservation/Conservation, Industrial, 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 JWCWMA, which contributes to the overall economy for the south region of Florida. In Fiscal Year 2022-2023, an estimated 144,260 people visited the JWCWMA. Primarily because of this visitation and use of the area, the FWC economic analysis estimates that the JWCWMA generated an annual economic impact of $28,186,961 for the state and the south region of Florida. This estimated annual economic impact has aided in the support or creation of an estimated 287 jobs.*

Further revenue generating potential of the JWCWMA will depend upon future uses, 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 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 should adjust, if needed.*

3.5 Single- or Multiple-use Management

The JWCWMA will be managed under the multiple-use concept as a Wildlife Management Area. The JWCWMA 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 JWCWMA 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 the 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 JWCWMA. Uses classified as "Approved" are 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	✓		
Biking	✓		
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 JWCWMA 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 necessary, prior to any incompatible use or linear facility being authorized on the JWCWMA.

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 DEP-DSL, ARC, and the Board of Trustees. This evaluation consists of Geographic Information Systems (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 JWCWMA 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 good fish and wildlife-focused public outdoor recreational opportunities. Therefore, no portion of the JWCWMA 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 JWCWMA 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, it is the FWC's intent to provide quality fish and wildlife-focused public outdoor recreational opportunities on the JWCWMA. 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. An LMR was conducted for the JWCWMA in 2016, 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). It was recommended that FWC continue efforts to identify and implement mechanical treatments in the areas of flatwoods with high levels of shrubby fuels which have made prescribed burning difficult. The next LMR for JWCWMA is scheduled for 2025.

4.2 Adaptive Management

Adaptive management is "learning by doing";[3,4] 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. 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 management activities, species, habitats, and major threats to the conservation of the natural and cultural resources of the JWCWMA.

4.2.1 Monitoring

A well-developed monitoring protocol is also one of the principal required criteria for the management of the JWCWMA. 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 the essential data for evaluating the costs, benefits, and effectiveness of planned conservation actions, whereby those evaluations can then be used to modify management actions as necessary to meet longer-term management goals.[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 also monitor additional fish and wildlife species when deemed appropriate. Volunteer opportunities that support community engagement and the goals and objectives of the JWCWMA may be developed in collaboration with land managers, key biologists, and/or partners and could include projects ranging in focus from single-day events like bioblitzes and trash cleanups to longer term programs assisting in species monitoring, trail maintenance, and habitat management. 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 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 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 to:

- Determine ways to avoid or minimize project impacts by evaluating alternative placements, alignments, and transportation corridors during early planning stages,
- Assess direct, secondary, and cumulative impacts to habitat and wildlife resources, and
- Identify appropriate parcels for public land acquisition for wetland and upland habitat mitigation purposes.

In Figure 12, the FLAM ranks habitat from a zero to ten; a rank of ten being of greatest value. The FLAM indicates that the JWCWMA has a very high mean wildlife value of 8.5 (Figure 12).

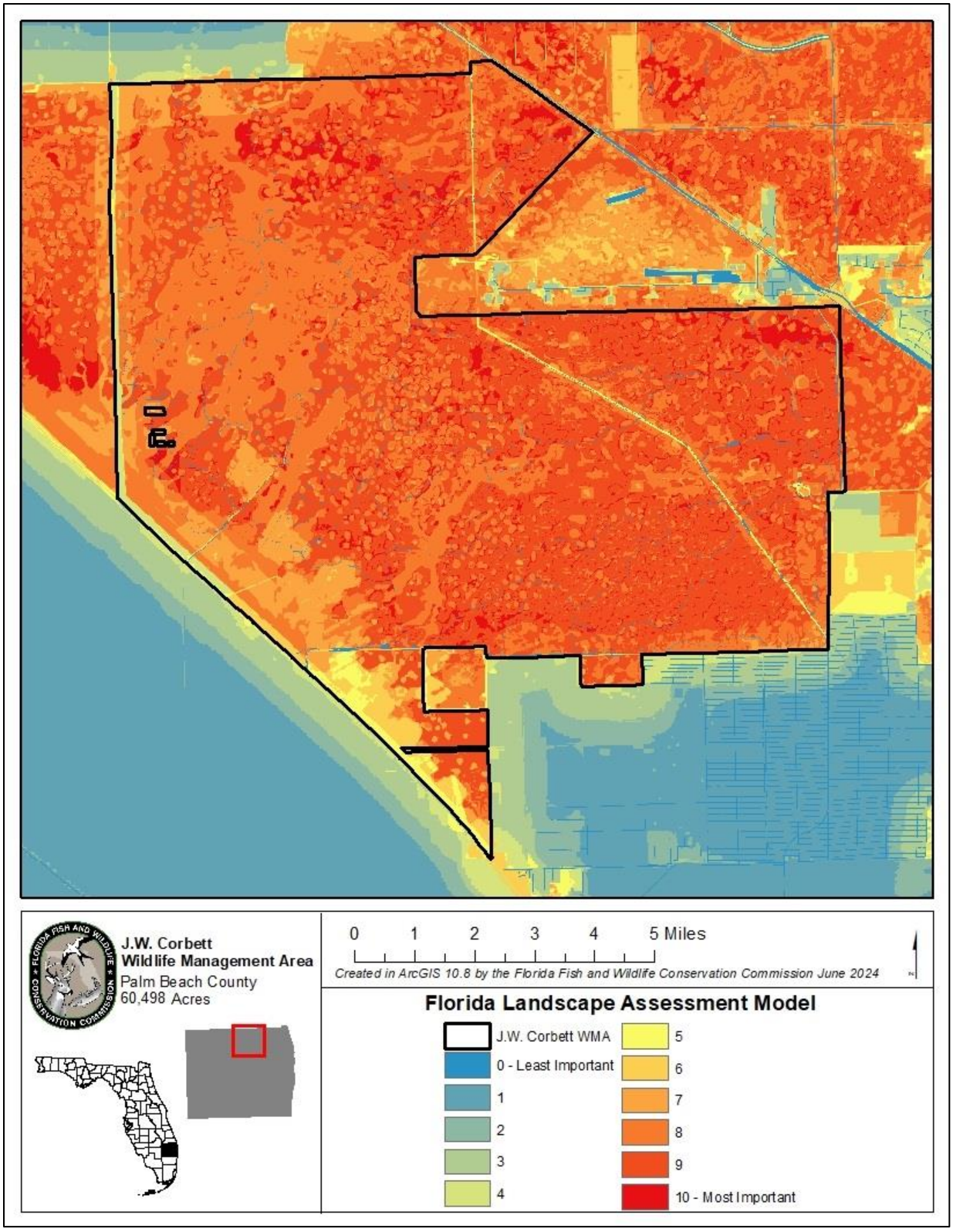

Figure 12. FLAM Map

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 JWCWMA 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 Assessments, etc.) underway to accomplish needed conservation actions that are planned to manage the natural resources of the JWCWMA 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 JWCWMA, the FWC will focus on managing native habitat diversity, emphasizing maintenance of natural communities and restoration of disturbed areas. The JWCWMA has functioning natural communities including wet flatwoods, mesic flatwoods, depression and basin marshes, strand swamps, and wet prairies that the FWC will continue to manage and conserve. When found on an area, the conservation of old growth forest remains an important management consideration. 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 program 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 mapped the current and historic natural communities on the JWCWMA. The most recent natural community map 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 being monitored at JWCWMA are mesic flatwoods and wet flatwoods. 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. The plant species composition of various types of fire-excluded natural communities differs but the dominant role of fire in controlling hardwoods—whether in flatwoods, scrub, sandhill, or marshes, is equally important in all of these communities

Fire exclusion and timber management practices, including harvesting, site preparation for planting, and drainage, have altered the plant species composition of the area likely resulting in a loss of fuel and complicating the return to the desired “natural” fire management regime. Site-specific combinations of prescribed fire, mechanical and chemical vegetation control, and restoration of natural water regimes are 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 JWCWMA 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 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 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 ground cover. Therefore, FWC will work to limit its use to situations where burning can only be accomplished by a mechanical reduction of woody vegetation.

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. Except for 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 in order 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 five 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 has been developed and implemented for the JWCWMA and is included in Appendix 11.14. This plan includes, but is not limited to, delineation of burn management units and 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 100% of the area being maintained within the recommended fire return intervals during this planning period. Challenges to prescribed burning include hydrology and water levels, cultural resource management, and high fuel loads in areas that have not been burned or are out of rotation. Challenges that impact the implementation of prescribed fire on the area are described further in Section 6. The FWC will continue to identify challenges to prescribed fire and work to mitigate for those challenges. The continuing benefits of prescribed fire on the area's wildlife habitats, along with other ongoing habitat restoration activities that are being implemented on JWCWMA, 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 communities and altered land cover types on the JWCWMA over the course of the previous management period beginning in 2015. 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 JWCWMA. Following is a list

of the primary habitat restoration and improvement activities that have occurred on the JWCWMA since 2015.

- The Prescribed Burn Plan was reviewed and updated in 2014 to be implemented in 2015.
- 31,559 acres of the area's fire-adapted communities have been treated with prescribed fire.
- Approximately 29.2% of the fire-adapted communities are maintained within the recommended fire return intervals.
- 2,845 acres have been mechanically treated.

Continuing habitat management activities on the JWCWMA will focus on enhancing natural communities, maintaining recommended fire return intervals for fire adapted communities, treating, removing invasive plant species, and controlling vegetation through mowing and mulching, as needed. Non-native species control is more extensively discussed in Section 4.5. Further specific habitat management and improvement objectives planned for the JWCWMA are described in Section 5.

4.4 Fish and Wildlife Management, Enhancement, and Population Restoration

Across the JWCWMA, 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 term "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 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 JWCWMA. Natural communities vital to locally important species on the JWCWMA include mesic and wet flatwoods, depression marsh, basin marsh, wet prairie, mesic hammock, and strand swamp.

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 (resident and migratory) will be managed for optimum richness, diversity, and abundance. This will be further augmented by following approved Federal and FWC Species Recovery Plans, guidelines, and other scientific recommendations for these species. Guided by these recommendations, land management activities, including prescribed burning, mechanical treatment, and invasive plant management, will further address locally important species requirements and habitat needs.

For 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 JWCWMA 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 species management strategy for all 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 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 locally important wildlife species' needs and opportunities, prioritize what the FWC does for 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 Wildlife 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 locally important wildlife species on the JWCWMA. In the long-term, by implementing 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 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 JWCWMA. The FWC will continue to monitor impacts of nuisance animal behavior on the area and implement mitigation strategies as needed and appropriate, including contracting for trapping and removal.

4.4.4 Fish and Wildlife Management Activities and Accomplishments

During the previous planning period, the FWC conducted monitoring activities for seven locally important species on the JWCWMA. Locally important species projects will continue to be implemented in accordance with the WCPR Strategy. In addition to locally important species activities, the FWC will continue to monitor and manage game and nuisance animal species. Following is a list of activities and monitoring outcomes that have occurred since 2015 to further FWC's mission for managing fish and wildlife on the JWCWMA.

- Annual bald eagle nest monitoring initiated in 2013 has documented 5 nests.
- From 2018 to 2020, FWC successfully conducted northern bobwhite (*Colinus virginianus*) spring whistle surveys and Bachman's sparrow surveys in 2018 and 2020.
- In 2019, herpetofauna coverboards were added to the area via a volunteer project that resulted in the detection of 13 species.
- FWC conducted a bat inventory from 2020-2021 where five species were detected onsite. This informed the annual monitoring of bats and in 2024 the monitoring focus was placed on the Florida bonneted bat *(Eumops floridanus)*.
- From 2020 to 2022, FWC conducted marsh bird monitoring and detected king rails (*Rallus elegans*) and other important species such as Audubon's crested caracara (*Caracara plancus audubonii*), wood stork, roseate spoonbill, bald eagle, and tricolored heron.
- A small mammal inventory was conducted from 2023 to 2024 resulting in 14 different small mammal and meso-mammal species documented on the JWCWMA.
- The red-cockaded woodpecker population has been managed, beginning in 2002 (during the former planning period) and continues to this day with coordination on neighboring properties' populations. Due to FWC's efforts, the population has grown to 63 clusters and over 500 trees with both natural and man-made cavities. JWCWMA discontinued receiving translocated birds in 2017.
- FWC staff have conducted wading bird colony surveys and documented two listed species nesting across two colonies.

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 because of 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 JWCWMA, 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 5 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 JWCWMA while using the most current control technologies (CCT) 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 CCT 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, several control activities have occurred (Section 4.5.3). FWC staff strive to either eradicate infestations or achieve maintenance rotation. Maintenance rotation 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 rotation 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 maintenance rotation treatment will need to follow seed germination and seedling/sapling regrowth patterns, with subsequent treatments being necessary every two- to ten-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 like those that form canopies, except the subsequent retreatment rotation would be every two- to five-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 rotation.

Herbaceous and weakly woody species that only dominate the groundcover can be particularly challenging. This group is diverse and includes species such as Old-World climbing fern (*Lygodium microphyllum*), Brazilian pepper (*Schinus terebinthifolia*), cogon grass (*Imperata cylindrica*), and melaleuca (*Melaleuca quinquenervia*). The rotation intervals can vary from treatments once every two- to four-years, 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 can also be affected by 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 JWCWMA. 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 JWCWMA by requiring all personnel, both contracted and internal, to follow the FWC Decontamination Protocol. The JWCWMA 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 JWCWMA that require treatments for aquatic based invasive species, FWC area staff will work closely with both FWC's Invasive Plant Management and Aquatic Habitat Conservation and Restoration sections for assistant 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 non-native 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 invasive 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 non-native 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 Invasive 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 Non-native 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 JWCWMA, 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 JWCWMA 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 are currently managed by hunts during the archery, small game, general gun, and muzzleloading gun seasons.

4.5.3 Non-Native Activities and Accomplishments

Invasive plant species known to occur on the JWCWMA 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 JWCWMA. The 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 JWCWMA for the next ten years are further detailed in Sections 5 and 6.

- Provided cogon grass treatments in red-cockaded woodpecker clusters protecting the trees from heat during prescribed burning operations.
- Every two-to-four years on a maintenance rotation, the 60,498-acres of land received a general treatment.
- Implemented new area regulations allowing for the removal of non-native reptiles.
- From 2019 to 2020, then again from 2023 to present day, a Wright's nutrush (*Scleria lacustris*) control project was and continues to be conducted on the area to protect wetlands.
- Introduced biological controls addressing Old-World climbing fern.

- Hog hunting was extended into small game hunting season, and hunting size limits and bag limits were removed, facilitating increased hog hunting opportunities on the area.

4.6 Public Access and Recreational Opportunities

To facilitate wildlife watching and other recreational opportunities on the area, the FWC has continued to establish and maintain hiking trails, informational kiosks, a boardwalk, and other facilities (Figure 10, 11, and 15). In addition to recreational opportunities on the JWCWMA, the FWC offers programming on the theme of conservation-centered recreation at the EYCC.

The FWC also hosts statewide events that encourage Florida residents and visitors to get outdoors and enjoy the Wildlife Management Area system. For more information on the numerous recreation opportunities the FWC offers on all Wildlife Management Areas visit: https://myfwc.com/recreation/.

Further planned public access, recreational, and educational opportunities on the area are detailed in Section 5. Ongoing public access and recreational opportunity management challenges are addressed in Section 6.

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 JWCWMA. To accomplish this, the FWC will develop a Public Access Assessment for the JWCWMA 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 JWCWMA 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 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 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 capacity on the JWCWMA is 965 visitors per day. 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 annual analysis of the area's visitation data, the FWC has determined approximately 144,260 visitors visited the JWCWMA during the 2022-2023 fiscal year. An objective to maintain the public access carrying capacity at this level is included in Section 5 of this Management Plan. 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 to protect the natural and cultural resources on the JWCWMA 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 ten-year planning period, the FWC completed several public access and recreational improvements and enhancements on the JWCWMA, including:

- Completed the Bald Cypress Boardwalk day use area including updated picnic pavilions.
- Updated campsites and improved camping opportunities.
- Updated the numbered trails.
- Repaired or installed floating docks at various camps.
- Developed a new recreation guide.

4.7 Hydrological Preservation and Restoration

As needed, FWC staff will work towards implementing hydrological restoration and improvement activities. 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.

As needed, staff will continue to communicate and collaborate with the SFWMD and the DEP regarding any ground or surface water quality or quantity monitoring and any needed monitoring protocols. In this capacity, the FWC will primarily rely on the expertise of the SFWMD and the DEP to facilitate these monitoring activities. If necessary, the FWC may independently conduct or contract for water resource monitoring on the JWCWMA, as guided by the DEP and the SFWMD.

4.7.1 Hydrological Preservation and Restoration Activities and Accomplishments

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

- A hydrologic assessment was completed in 2016.
- Installed three low water crossing structures facilitating natural sheet flow.
- Weekly water level surveys were completed across the entire area (including six rain gauges, six staff gauges, and eight adjustable structure readings).

4.8 Forest Resource Management

A Timber Assessment of the timber resources of the JWCWMA was conducted in 2009 by the Florida Forest Service (FFS) and is included as Appendix 11.16. 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

There are no commercial timber production activities on the JWCWMA.

4.9 Cultural Resources

To date, the FMSF indicates that 20 previous cultural resource surveys have been conducted on the JWCWMA. Additionally, 36 archaeological sites and two resource groups have been recorded on the JWCWMA. 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 JWCWMA. In addition, the FWC will ensure area management staff have 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* (Appendix 11.17), 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 JWCWMA, the FWC will prepare and submit all necessary documentation to the FMSF.

4.9.1 Cultural Resource Management Activities and Accomplishments

The FWC monitored sites and consulted with the DHR, as needed, during the past planning period.

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 JWCWMA include an office compound, lift stations, paved RV sites, roads, and toilets, among others. 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 and Figure 14.

4.10.1 Capital Facilities and Infrastructure Activities and Accomplishments

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

- Maintained all roads.
- Completed the Bald Cypress Boardwalk structure improvements.
- Replaced fuel tanks on the area and added shelter over the fuel tanks.
- Installed a guardrail on the North Grade area and road increasing public safety near the canal.
- Installed bollards on the southeast corner of the JWCWMA preventing illegal entry and illegal off-road use.

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 Florida. 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, invasive 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.

4.11.2 Landscape Conservation Goals

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 13).

Other Decision Support Tools

There are additional FNAI 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 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 periodically 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 informs landowners about Natural Resources Conservation Service conservation cost-share programs that can assist with the implementation of habitat management practices beneficial to wildlife. 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 JWCWMA. However, a landowner assistance expo was held in nearby Okeechobee County in early 2024 and another in the nearby Highlands County in June 2024. The FWC will continue to evaluate the level of interest and efficacy of providing technical assistance to adjacent private landowners on enhancing habitat management of their lands.

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 JWCWMA and surrounding areas include SFWMD, FDACS-FFS, USFWS, NRCS, Palm Beach County, DEP, Conservation Florida, The Nature Conservancy, 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. FWC staff will cooperate with adjacent landowners regarding conservation options, prescribed burning, and other activities and programs, such as those offered through LAP.

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, would 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 18-2.021, F.A.C. 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. Properties, equaling approximately 31,189 acres, have been identified for potential acquisition for the JWCWMA (Figure 14). 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. Currently, the FWC often recommends fee-simple acquisition of the lands on the FWC Additions and Inholdings Acquisition List for the JWCWMA 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 DSL/Board of Trustees in the acquisition or recommend acquisition of the remaining lands within the Strategic Managed Area Lands List and adjacent and neighboring projects as essential to the long-term conservation of wildlife and other elements important to the ecosystem function on the JWCWMA.

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 ten-year planning period, the FWC worked to advance landscape conservation partnerships and pursue potential acquisition opportunities. As a Florida Forever land acquisition program partner, and in coordination with the DSL, the FWC staff will continue to review potential additions, inholdings, and adjacent, willing seller properties to identify lands and advance the state's landscape conservation goals.

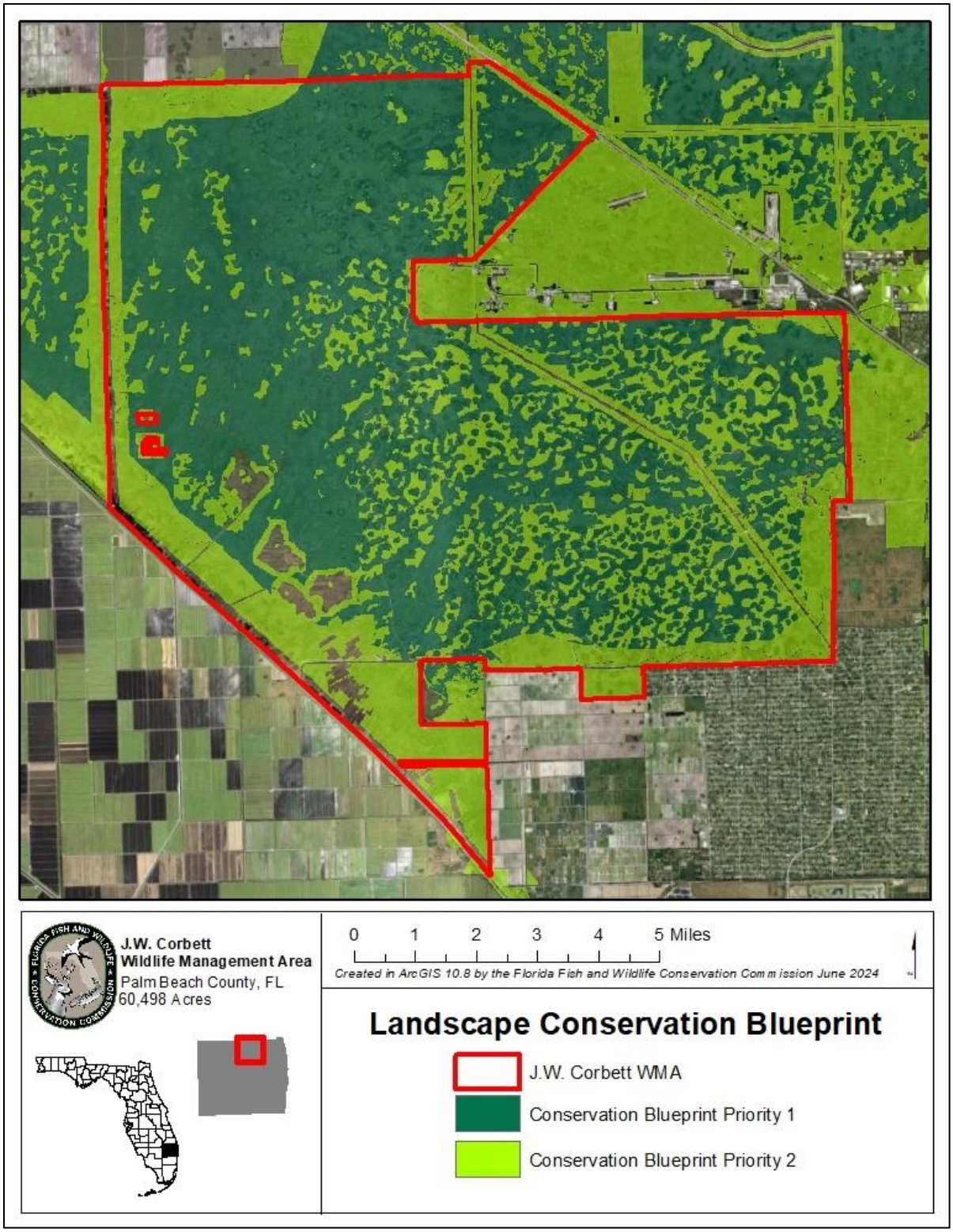

Figure 13. Landscape Conservation Blueprint

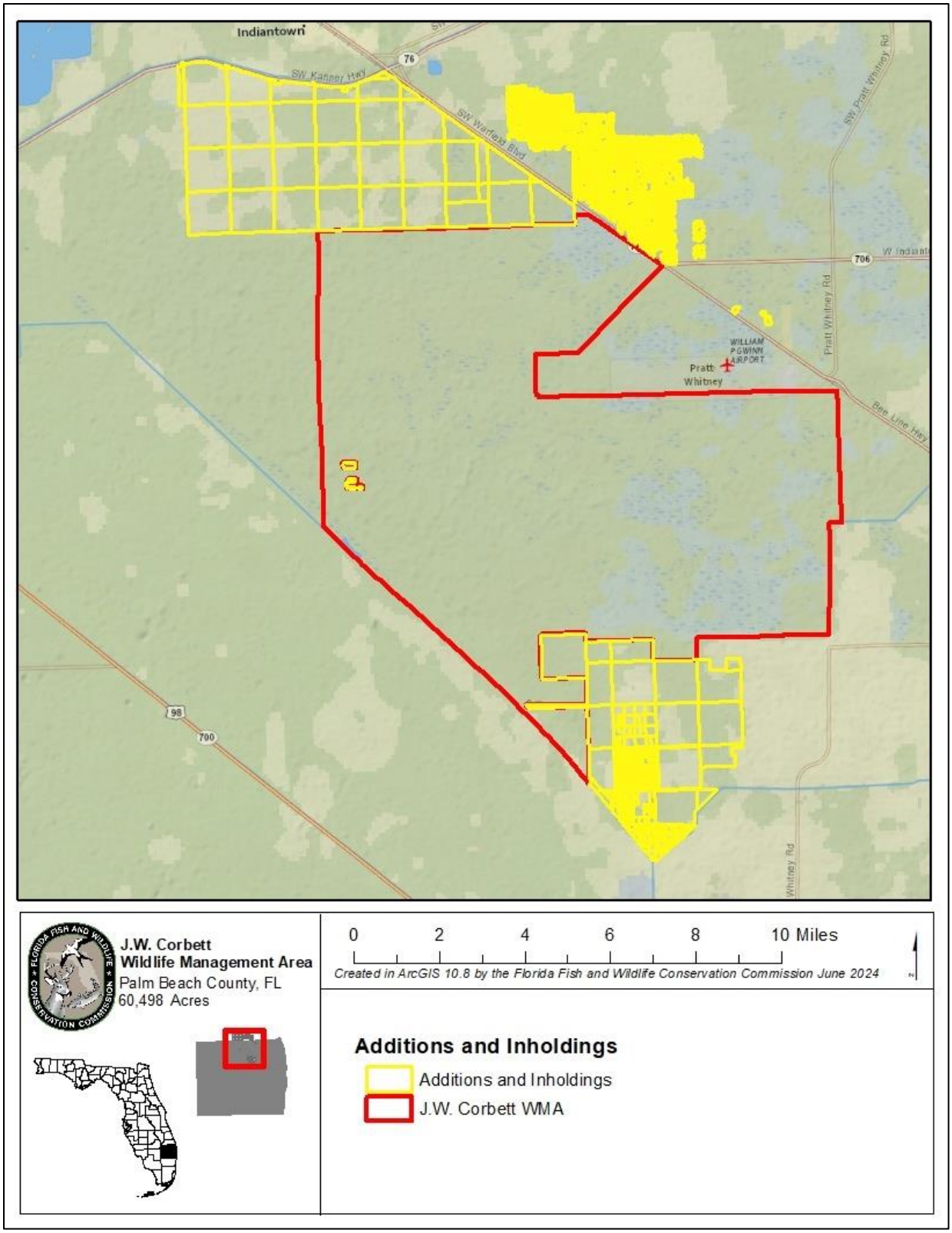

Figure 14. Additions and Inholdings

4.12 Research Opportunities

The FWC intends to cooperate with researchers, universities, and others including community groups, as feasible and appropriate, regarding research opportunities on and supporting the JWCWMA. The FWC will continue to assess and identify research and environmental education partnership opportunities for the JWCWMA, as appropriate. Research proposals involving the use of the area are evaluated on an individual basis. All research activities on the JWCWMA must be approved by the FWC.

4.13 Cooperative Management and Special Uses

4.13.1 Cooperative Management

The FWC is responsible for the overall management and operation of the JWCWMA as set forth in the lease agreements with the Board of Trustees and in accordance with the USFWS requirements and purposes for acquisition. In keeping with the lease agreements, and to conduct its 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* are followed regarding any ground-disturbing activities. 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 and DEP for the monitoring and management of both ground and surface water resources and the overall management of the JWCWMA.

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 JWCWMA. 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 JWCWMA and causes 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 JWCWMA. 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 DEP-DSL and ARC for approval consideration prior to authorization.

4.13.3 Cattle Grazing

Currently, there are no cattle grazing leases on the JWCWMA, and no cattle grazing is proposed.

4.13.4 Apiaries

Currently, there are apiary leases operating on the JWCWMA. The use of apiaries is conditionally approved for the JWCWMA, is deemed to be consistent with purposes for acquisition, is compliant 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. Location,

management, and administration of apiaries on the JWCWMA will be guided by the FWC Apiary Policy (Appendix 11.13).

4.14 Climate Change

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 the next ten-year management planning period.

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 JWCWMA, 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 JWCWMA 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.

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 JWCWMA. 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 ten years) timelines for completion.

5.1 Habitat Restoration and Improvement

Goal: Improve extant habitat and restore disturbed areas.

Short-term

1. Update the area's Prescribed Burn Plan.

Long-term

1. Continue to implement the Prescribed Burn Plan.
2. Maintain and establish fire lines, as necessary and appropriate.
3. Cooperate with neighboring agencies or partners for implementing the Prescribed Burn Plan, as needed.
4. Continue to coordinate with adjacent landowners regarding habitat management activities, including prescribed fire and invasive species control.
5. Continue to conduct habitat/natural community improvement including mechanical treatments such as mowing, mulching, and roller-chopping.
6. Continue to assess and conduct habitat/natural community restoration activities, including in former agricultural areas and wetlands.
7. Contract for recertification of current natural community mapping as needed.
8. Continue to utilize OBVM monitoring to evaluate actively managed natural communities and adjust management to meet DFCs.

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

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

Long-term

1. Continue to implement WCPR Strategy by managing identified habitats and monitoring imperiled species.
2. Continue to collect and record opportunistic wildlife species occurrence data.
3. Update WCPR Strategy as needed.
4. Contract for a rare plant survey as determined necessary.
5. Continue to maintain, repair and update the waif gopher tortoise enclosure as needed.

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

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 collect biological harvest data at the check station.
4. Monitor and maintain owl nest boxes and bat houses as determined appropriate.
5. Maintain wildlife openings via mechanical treatments, such as mowing or roller chopping.

5.4 Non-native Species Maintenance and Control

Goal: Non-native species maintenance and control.

Short-term

1. Implement control measures on cogon grass and other non-native grass species within select red-cockaded woodpecker clusters as appropriate.
2. Continue to treat *Scleria lacustris* twice annually until most of the seed bank has been exhausted.

Long-term

1. Monitor the level of infestation of FISC Category I and Category II invasive plant species and treat as needed and appropriate.
2. Monitor and treat aquatic non-native plant species as needed.
3. When feasible, and as funding allows, contract to conduct surveys and mapping of non-native plant species.
4. Continue to follow best management practices regarding non-native plant and wildlife species, including early detection and rapid response efforts.
5. Ensure that staff are familiar with the identification, reporting procedures, and control measures of high priority non-native wildlife species.
6. Implement control measures on non-native animal species, such as wild hogs, as needed or appropriate.
7. Continue to evaluate permit applications for control and research opportunities for non-native fish, plants, and wildlife species.
8. Maintain appropriate rotation intervals for treatment of non-native plant species.

5.5 Public Access, Participation, and Recreational Opportunities

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

Short-term

1. Improve wayfinding signage to the Bald Cypress Boardwalk and Ocean to Lake Trailhead.

Long-term

1. Develop a Public Access Assessment for the area and update the assessment, if new acquisitions are made or other management factors warrant an update.
2. Continue to maintain 109 miles of trails.
3. Maintain public access and recreational opportunities to allow for a recreational carrying capacity of 965 visitors per day.
4. Continue to provide website, recreation guide, an informational kiosk at each entrance with a map of the area, and one additional kiosk with interpretive and/or wayfinding information.
5. Continue to provide educational programs via the Everglades Youth Conservation Center for youth education in shooting sports, boating, fishing, and wildlife discovery.
6. Continue to support participatory science opportunities on the area including an e-bird hotspot and iNaturalist project, and add opportunities as needed.

7. Continue to provide hunting opportunities for deer, turkey, small game, migratory birds, and feral hogs.
8. Continue to provide paddling opportunities at the EYCC.
9. Continue to provide fishing opportunities on appropriate water bodies.
10. Develop interpretive panels, a trail guide, or other appropriate interpretive materials for the Bald Cypress Boardwalk.

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

1. Conduct a Hydrological Assessment to identify potential hydrology restoration needs and projects, as necessary.
2. Implement the Hydrological Restoration Plan, as feasible.
3. Continue to maintain and enhance natural hydrological functions; install, maintain, or replace low-water crossings, bridges, canals, and culverts, as appropriate or as guided by the Hydrological Restoration Plan.
4. As appropriate, continue to monitor and maintain rain gauges on the area to aid in monitoring precipitation conditions.
5. Continue to maintain staff gauge monitoring systems on the area, as appropriate.
6. Continue to cooperate with the SFWMD and DEP for the monitoring of surface and ground water quality and quantity.
7. Continue to maintain, monitor, and manipulate water control structures on the area, as specified in the SFWMD permit.
8. Cooperate with the SFWMD on the construction, development, and management of the M-0 Canal/Levee/Waterway Project and the Leon Moss Tract Flowage Easement Project.
9. Continue working with the Army Corp of Engineers, SFWMD, Indian Trail Improvement District, and Palm Beach County to manage hydroperiods to maintain natural communities on JWCWMA.
10. Continue to cooperate with partners on Everglades Restoration projects throughout the area, including the Comprehensive Everglades Restoration Project, as feasible.

5.7 Forest Resource Management

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

Long-term

1. If necessary, communicate and cooperate with the FFS to update the 2009 Timber Assessment.
2. Continue to consult with the FFS or a professional forestry consultant regarding forest management activities, as and where appropriate.
3. Contract for a historical and archaeological resources survey.

5.8 Cultural Resources

Goal: Protect, preserve, and maintain cultural resources.

Long-term

1. Continue to 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 monitor, protect, preserve, and report any changes on sites according to DHR's recommended schedule and guidelines.
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. Consider the feasibility of expanding interpretation of various sites.
7. Following the Division of Law Enforcement's chain-of-command for review and approval, FWC officers may request archeological training including Training for Archaeological Resource Protection (known as "TARP") to better identify the signs associated with individuals participating in arch looting and illegal activities, if needed and feasible.

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

1. Monitor trails and infrastructure annually for visitor impacts.
2. Continue to maintain 43 facilities.
3. Continue to maintain 21 miles of roads.
4. Repave approximately eight miles of the north road.
5. Work with the Florida Trail Association to improve or replace the Florida Trail kiosk at the Ocean to Lake Trailhead.
6. Design and construct improvements to campgrounds and their amenities to improve camping access, as feasible. Amenity improvements may include camper pads, dump stations, floating docks, pavilions, vault toilets, and other items as deemed appropriate at each campsite.
7. Reconfigure north check station and parking area to include an additional kiosk, expanded accessible parking and accessible walkways, and improved access configuration.
8. Evaluate the feasibility of adding staff housing on the area and construct trailer pads or other homesites if deemed feasible.
9. Assess the condition of low water crossings and repair as necessary.
10. Assess the condition and capacity of the School Board Bridge and coordinate with the Indian Trail Water Control District to repair and replace, as necessary.
11. Consider the feasibility of lengthening the low water crossings to allow for heavy equipment access, i.e., transports, dozers, etc. and construct if determined feasible.
12. In support of public safety and the ability for the Division of Law Enforcement to locate callers during an emergency and search and rescue, explore the ability to consult with and, if feasible, contract an internet service provider to expand connectivity and internet capabilities, including constructing a tower(s) if necessary, for FWC staff and area visitors.
13. Improve equipment storage facilities within the campsites, as needed.
14. Maintain trailer pad(s) and, if necessary, remove or repair.
15. Consider improvements to user fee infrastructure access and implement, 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

1. Continue to identify and evaluate potential important wildlife habitat, landscape-scale linkages, wildlife corridors, and operational management needs for JWCWMA as appropriate and necessary.
2. Continue to contact and inform adjoining private landowners about the FWC Landowners Assistance Program, Wildlife Habitat Recognition Program, and other relevant programs 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 JWCWMA are no longer needed for conservation purposes, and therefore may be designated as surplus lands.
8. Explore possibilities for coordination with the FWC's Everglades Youth Conservation Center and construct necessary support facilities, as feasible.

5.11 Climate Resiliency 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 JWCWMA.

Long-term

1. Coordinate with FWC Climate Resiliency Team to identify potential impacts of projected climate change on fish and wildlife resources and management of the JWCWMA.
2. As appropriate, update the JWCWMA 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.
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 JWCWMA to current cooperative managers and continue collaborative management and research efforts.

Long-term

1. Continue to assess the need for and cooperate with researchers, universities, and others on research and environmental education partnership opportunities as appropriate.
2. Coordinate and 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 JWCWMA.

3. Continue to coordinate with private landowners and community groups to facilitate management of the area.
4. Review and consider pursuing the Dark Sky Certification through the help of the Friends of Corbett.

6 Challenges and Strategies for Management

The following section identifies and describes further management needs and challenges associated with the JWCWMA 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: Currently, a highway divides the Hungryland WEA and the JWCWMA impacting the natural hydrology and limiting wildlife connectivity.

Strategy: Recommend hydrological improvements to mimic or recreate natural hydroperiods. Coordinate with Florida Department of Transportation District 4 (FDOT) to evaluate the drainage and hydrology of the roadway and surrounding area to recommend hydrologic improvements.

Strategy: Cooperate with the FDOT and Palm Beach County to recommend and evaluate the feasibility of developing a wildlife crossing beneath the highway.

Challenge 2: Meeting FWC law enforcement and management staff standards and needs can be challenging.

Strategy: Explore potential volunteer resources for assisting with management, native landscaping, and area maintenance.

Strategy: Pursue funding for increased law enforcement, management staffing and additional private sector contract services as appropriate.

Challenge 3: During prescribed burns, there are smoke management challenges due to proximity to roadways, airports, and residential areas.

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

Strategy: Coordinate burn dates with the FWC Division of Law Enforcement and other agencies such as Florida Highway Patrol, FDOT, FFS, and Martin and Palm Beach counties Fire Rescue and Sheriffs' Offices.

Strategy: Develop educational outreach materials about the necessary management practices including prescribed burning and their importance in maintaining the natural habitat and wildlife on the area and expand neighborhood outreach for support of such activities on the JWCWMA.

Challenge 4: Non-native plants from adjacent private lands are spreading to the JWCWMA.

Strategy: Coordinate with the local Cooperative Invasive Species Management Area, FWC's Invasive Plant Management Section, and FWC's LAP to work with adjacent landowners to control and manage invasive plants on adjacent properties.

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

Challenge 5: Illegal activities (e.g., litter, dumping, vandalism, illegal off-trail vehicle use, looting of cultural resources) continue to negatively impact the management, operations, and public use of the JWCWMA.

Strategy: Coordinate with FWC Division of Law Enforcement to assist with control of these illegal activities on the JWCWMA.

Strategy: Coordinate with the Division of Hunting and Game Management, FWC's Legal staff, and the Division of Law Enforcement regarding signage to provide rule awareness and promote adherence to area rules and regulations.

Challenge 6: Length and accessibility of recreational and numbered off-road trails cause significant logistical challenges for maintenance.

Strategy: Pursue funding, maintenance agreements, and/or volunteer agreements to ensure maintenance of recreational trails.

Strategy: Consider trail closures to allow trails to recover when deemed necessary or when maintenance issues arise.

Challenge 7: Currently, hog damage threatens archaeological sites across the area.

Strategy: Pursue an archeological resource survey to identify archeological sites and protect them as necessary/feasible.

Challenge 8: Unauthorized access, illegal dumping, littering, vandalism, poaching, and unauthorized ORV use pose an increased threat for marsh and other fragile habitat.

Strategy: Continue to provide area-wide security through FWC law enforcement patrols.

Strategy: Provide informational signs or explore other options to inform the public that 'mudding' and destructive ORV use is not allowed.

Strategy: Explore potential updates to rule language regarding ORV use.

Strategy: Form an ORV committee to assist with outreach and education regarding ORV rules, use, damage, and expectations.

Challenge 9: Currently, there are activities occurring on the JWCWMA including ORV use that have negative impacts on sensitive plant communities and water quality, degrade aesthetic qualities of the area, and damage wildlife species or their habitats.

Strategy: Through media news outlets, postings at entrance kiosks, and/or signage, inform the public about these activities and their detrimental effects on the area.

Strategy: Improve compliance with applicable regulations through increased FWC Law Enforcement staffing and patrols of problem areas.

Strategy: Consider additional solutions to reduce negative impacts on the area.

Challenge 10: Currently, the length of hunting seasons on the area precludes certain habitat management activities for significant portions of the year.

Strategy: Consider signage/outreach/educational material to inform the public of proposed burn activities during hunting seasons.

Challenge 11: Certain public events restrict the number of potential burn days on the area, making it difficult to reach the area's burn goals and remain on schedule with the Prescribed Burn Plan.

Strategy: Increase communication with event coordinators and partners to garner support for prescribed burning.

Challenge 12: Publications, signage, and other information on JWCWMA are available only in English.

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

Strategy: Translate interpretive, informational, and educational materials into Spanish, as funding allows.

Challenge 13: Currently, select public facilities and areas may lack or have limited accessibility for recreation and conservation education programming.

Strategy: Assess and improve ADA accessibility for recreation and conservation education programming, as needed.

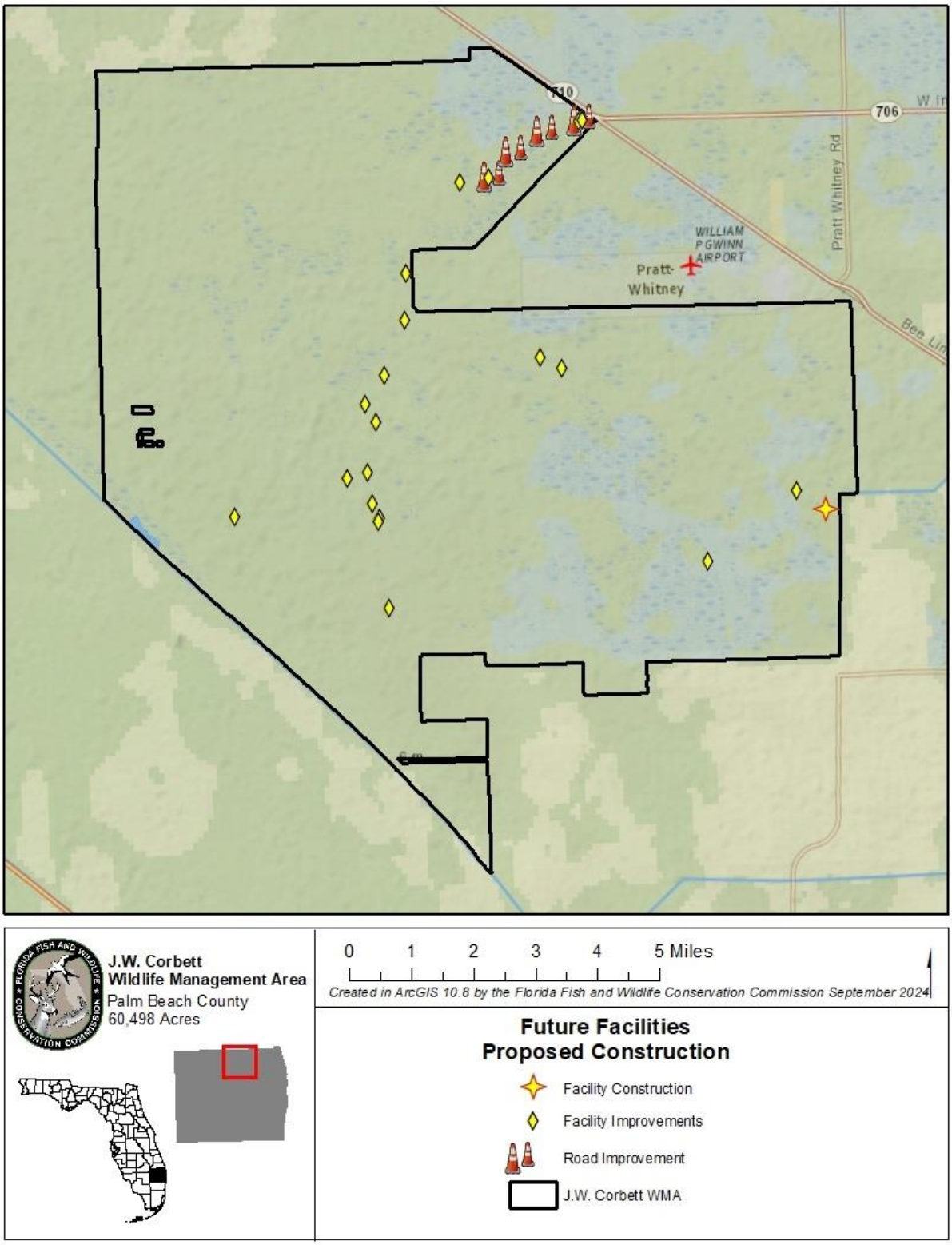

Figure 15. Future Facilities

7 Cost Estimates and Funding Sources

The following represents the actual and unmet budgetary needs for managing the lands and resources of the JWCWMA. 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 for 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 JWCWMA. 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 2023-2024 operational plan showing detailed cost estimates by activity and categories of expenditures, may be found in Appendix 11.19

JWCWMA Management Plan Cost Estimate	*Maximum expected one-year expenditure*
Resource Management	Expenditure
Invasive Species Control	$2,300,000
Prescribed Burning	$90,000
Cultural Resource Management	$65,386
Timber Management	$0
Hydrological Management	$60,453
Vegetation Monitoring/Management	$205,000
Wildlife Monitoring/Management	$14,057
Subtotal	**$2,734,896**
Administration	
General administration	**$25,004**
Support	
Land Management Planning	$4,346
Management Reviews	$1,478
Training/Staff Development	$1,369
Vehicle Purchase	$121,354
Vehicle Operation and Maintenance	$16,251
Other (Technical Reports, Data Management, etc.)	$17,987
Internal Program Review	$148
Technology and Data Management	$502
Subtotal	**$2,923,335**
Capital Improvements	
New Facility Construction	$0
Facility Maintenance	$38,450
Subtotal	**$38,450**
Visitor Services/Recreation	
Info./Education/Operations	**$7,851**
Law Enforcement	
Resource protection	**$5,612**
Total	**$2,033,632**

* Based on the characteristics and requirements of this area, 17.5 FTE positions would be optimal to fully manage this area.

All land management funding is dependent upon annual legislative appropriations.

JWCWMA Management Plan Cost Estimate	*Ten-year cost projection*		
Resource Management	Expenditure	Priority	Priority schedule:
Invasive Species Control	$3,363,019	(1)	**(1) Immediate (annual)**
Prescribed Burning	$237,494	(1)	*(2) Intermediate (3-4 years)*
Cultural Resource Management	$574,492	(1)	(3) Other (5+ years)
Timber Management	$0	(1)	
Hydrological Management	$531,143	(1)	
Vegetation Monitoring/Management	$248,404	(1)	
Wildlife Monitoring/Management	$123,510	(1)	
Subtotal	**$5,078,062**		
Administration			
General administration	**$219,691**	(1)	
Support			
Land Management Planning	$38,186	(1)	
Management Reviews	$12,982	(3)	
Training/Staff Development	$12,027	(1)	
Vehicle Purchase	$1,066,229	(2)	
Vehicle Operation and Maintenance	$142,779	(1)	
Other (Technical Reports, Data Management, etc.)	$158,037	(1)	
Internal Program Review	$1,298	(1)	
Technology and Data Management	$4,414	(1)	
Subtotal	**$1,435,952**		
Capital Improvements			
New Facility Construction	$66,581,103	(2)	
Facility Maintenance	$337,824	(1)	
Subtotal	**$66,918,928**		
Visitor Services/Recreation			
Info./Education/Operations	**$68,983**	(1)	
Law Enforcement			
Resource protection	**$49,311**	(1)	
Total	**$73,770,927**	*	

* Based on the characteristics and requirements of this area, 14.1 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		✓	
Invasive 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 JWCWMA are compliant with the Conceptual State Lands Management Plan and its requirement for “balanced public utilization,” and follow 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 has developed and utilizes an Arthropod Control Plan for the JWCWMA in compliance with Chapter 388.4111, F.S. (Appendix 11.20). The plan was developed in cooperation with the local JWCWMA County arthropod control agency. This plan is also in conformance with the Local Government Comprehensive Plan as approved and adopted for Palm Beach County, Florida. (Appendix 11.21)

10 Endnotes

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11 Appendices

11.1 Lease Agreement
Parent Lease #2606 with Amendments 1-5

State of Florida
Department of Natural Resources
Division of State Lands

Document Conversion

FILE HEADER SHEET

FILE #: 2606 (1)

JJH:05/16/91:Alpha Systems

Florida Fish and Wildlife Conservation Commission | JWCWMA Management Plan
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LEASE AGREEMENT

(1) 2606

No. 2606

Management Project No. 54

WHEREAS, the State of Florida Board of Trustees of the Internal Improvement Trust Fund, by virtue of Section 253.03, Florida Statutes, as amended by Chapter 67-269 and as further amended by Chapter 67-2236, both Acts of 1967, Laws of Florida, holds title to certain lands and property for the use and benefit of the State of Florida Department of Natural Resources, Division of Recreation and Parks, and

WHEREAS, the Department of Natural Resources, Division of Recreation and Parks by formal action on June 15, 1971, authorized and requested the said Trustees to enter into an agreement with the Florida Game and Fresh Water Fish Commission, a duly authorized agency of the State of Florida, to permit certain uses of and activities on the lands and properties hereinafter described for the purpose of preserving, developing, operating, and maintaining said lands and property for outdoor recreational, park, conservation and related purposes.

NOW, THEREFORE, this agreement made this 1st day of June, A.D., 1972, between said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for and on behalf of the said Department of Natural Resources, Division of Recreation and Parks, State of Florida, hereinafter referred to as lessor, and the Florida Game and Fresh Water Fish Commission, hereinafter referred to as lessee.

No. 2606

W I T N E S S E T H :

The parties hereto, for and in consideration of the mutual covenants and agreements hereinafter contained, do hereby covenant and agree as follows:

1. The lessor does hereby lease to the said lessee the following described parcels of land:

Parcel G and Parcel E of Section 31, Township 41 South, Range 39 East as shown on Exhibit A - attached.

TO HAVE AND TO HOLD the above described land for a period of ninety-nine (99) years from the date hereof, for the purposes of preserving, developing, improving, operating, maintaining and otherwise managing said land for public outdoor recreational, park, conservation and related purposes.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees cooperate to prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This agreement is for the specific purpose of public outdoor recreational, park, conservation and related purposes, and the lessee shall have the right to enter into further agreements or to sublease all or any part of the within land so long as the agreement and/or sublease shall effectively carry out and further the general purposes herein described.

5. The lessor or its duly authorized agent shall have the right at any time to inspect the said land and the works and

Florida Fish and Wildlife Conservation Commission | JWCWMA Management Plan
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operations thereon of the lessee in any matter pertaining to this agreement.

6. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and/or the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement.

7. This agreement is subject, however, to the automatic reversion to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida of the lands described herein and the cessation and termination of this lease when, in the opinion of the State of Florida Department of Natural Resources, Division of Recreation and Parks, said lands are not utilized for the purposes outlined in this lease, and any costs or expenses arising out of the implementation of this clause shall be borne completely by the lessee.

8. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

9. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN TESTIMONY WHEREOF the said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, for and on behalf of the Department of Natural Resources, Division of Recreation and Parks, State of Florida, have hereunto set their hands and official seals at Tallahassee, Florida, this 1st

day of June, 1972, and the Florida Game and Fresh Water Fish Commission, an agency of the State of Florida, has duly executed the same by its authorized agent this 4th day of April, 1972.

(SEAL)
STATE OF FLORIDA
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND

Governor

Secretary of State

Attorney General

Comptroller

Treasurer

Commissioner of Education

Commissioner of Agriculture

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, lessors

Approved by:

Governor of the State of Florida

Florida Game and Fresh Water Fish Commission, an Agency of the State of Florida

Chairman

(SEAL)

Director

This Instrument Prepared by:
Lonnie L. Ryder
Bureau of Planning and Grants
Division of Recreation and Parks
Department of Natural Resources

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Florida Fish and Wildlife Conservation Commission | JWCWMA Management Plan
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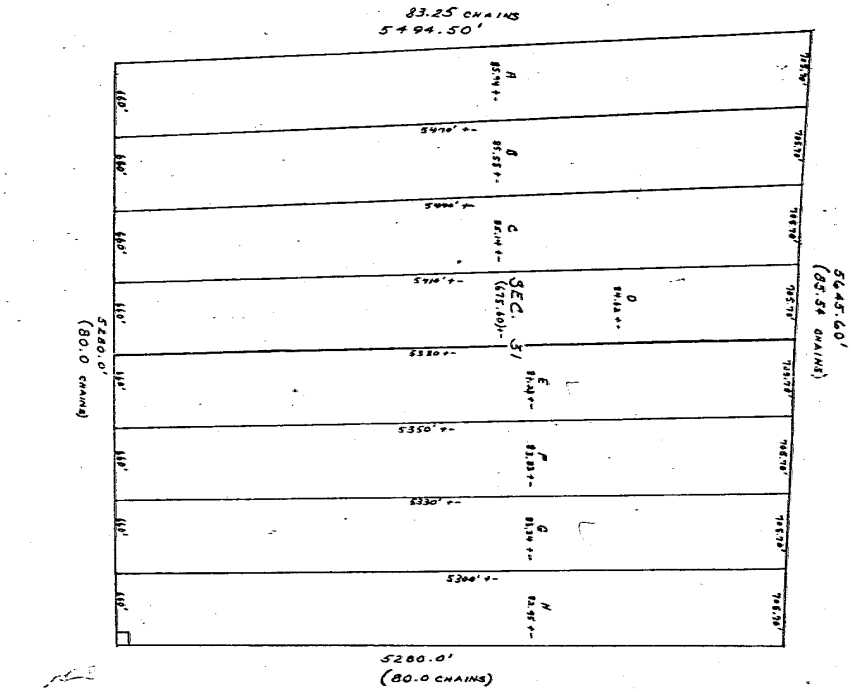
No. 2606

EXHIBIT A

SECTION 31, TOWNSHIP 41 SOUTH, RANGE 39 EAST



SCALE 1" = 600'

TWP. 41 S, RGE 39E

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-5-

No. 2606

EXHIBIT "A-1"

Parcel G: Commence at the Southeast corner of Section 31, Township 41 South, Range 39 East, thence Westerly along section line a distance of 660 feet to the point of beginning, thence North a distance of 5,300 feet to a point 705.70 feet West of the Northeast corner of said section, thence West 705.70 feet, thence South 5,330 feet to a point on the South boundary line of said section, thence East a distance of 660 feet to the point of beginning, containing 83.34 acres, more or less.

Parcel E: Commence at the Southeast (SE) corner of Section 31, Township 41 South, Range 39 East, thence Westerly along section line a distance of 1,980 feet to the point of beginning, thence North a distance of 5,350 feet to a point 2,117.10 feet West of the Northeast corner of said section, thence West 705.70 feet, thence South 5,380 feet to a point on the South boundary of said section, thence East along section line a distance of 660 feet to the point of beginning, containing 84.23 acres, more or less.

State of Florida
Department of Natural Resources
Division of State Lands

Document Conversion

FILE HEADER SHEET

FILE #: 2606 (2)

JJH:05/16/91:Alpha Systems

Florida Fish and Wildlife Conservation Commission | JWCWMA Management Plan
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AMENDMENT TO
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
LEASE NO. 2606

(2) 2606

Amendment No. 1

Management Project No. 54

Project Name: J. W. Corbett Wildlife Management Area Addition

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund, hereinafter referred to as the Trustees, by virtue of Section 253.03, Florida Statutes as amended by Chapter 67-269 and as further amended by Chapter 67-2236, both acts of 1967, Laws of Florida, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund, hereinafter referred to as the Trustees, entered into Lease No. 2606, on the 15th day of June, 1971, with Florida Game and Fresh Water Fish Commission; and

WHEREAS, the Trustees now hold title to additional lands which the parties hereto have agreed should be added to the aforesaid lease in pursuance of the public purposes to be served thereby;

NOW THEREFORE, it is hereby agreed by the parties hereto that the additional lands described in Exhibit A, attached hereto and made a part hereof are leased by the Trustees to Florida Game and Fresh Water Fish Commission under the same terms and conditions as set forth in the above described lease of June 15, 19 71.

IN TESTIMONY WHEREOF the Trustees, for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund, have hereunto subscribed their names and have caused the official seal of the Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed in the City of Tallahassee, on this 25th day of February, 1976, and the Florida Game and Fresh Water Fish Commission, have hereunto set their hands and official seal at Tallahassee, Florida, this 25th day of February, 1976.

(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE STATE
OF FLORIDA

Governor

Secretary of State

Florida Fish and Wildlife Conservation Commission | JWCWMA Management Plan
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Lease No. 2606
(Amendment No. 1)

Attorney General

Comptroller

Treasurer

Commissioner of Education

Commissioner of Agriculture

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund, Lessor.

An Agency of the State of Florida

(SEAL)

APPROVED AS TO
FORM AND LEGALITY
ATTORNEY, D.N.R

The following described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

Parcel "C"

Commence at the Southwest corner of Section 31, Township 41 South, Range 39 East, thence Easterly along section line a distance of 1,320 feet to the point of beginning, thence North a distance of 5,440 feet to a point on the North boundary of said section being 1,411.40 feet East of the Northwest corner of said section, thence East 705.70 feet, thence South 5,410 feet, thence west 660 feet along South section line to the point of beginning, containing 85.14 acres, more or less.

Parcel A

Commence at the Southwest corner of Section 31, Township 41 South, Range 39 East, being the point of beginning, thence North 5,494.50 feet along West boundary of said section, thence East 705.70 feet, thence South 5,470 feet, thence West 660 feet to the point of beginning, containing 85.94 acres, more or less.

EXHIBIT A

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CUL Cover Sheet

DM ID _____

Document Type: Current Uplands Leases

Instrument: [ ]Parent Lease [X]Amendment to Lease [ ]Assignment of Lease

[ ]Release [ ]Partial Release [ ]Easement [ ]Use Agreement [ ]Sublease

[ ]Amendment to Sublease [ ]Release of Sublease [ ]Other

Lease Number: 002606

Document Date: 3/6/1995

Original County: Palm Beach

Section:	14, 15, 22, 23	23-26, 36	31
Township:	42S	42S	42S
Range:	39E	39E	40E

Total Area / Area Unit: _____ (A) Acreage (S) Square Feet

County Book / Page / Type: _____/ B_____/ P_____/____

Instrument Number: _____

Comments:

Amend. #2

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

Florida Fish and Wildlife Conservation Commission | JWCWMA Management Plan
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ATL8101

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

AMENDMENT NO. TWO TO LEASE NUMBER 2606

THIS LEASE AMENDMENT is entered into this 6th day of March, 1995, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the STATE OF FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on June 1, 1972, LESSOR and LESSEE entered into Lease No. 2606;

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease No. 2606 is hereby amended to include the real property described in Exhibit "A", to this amendment, a copy of which is attached hereto and by reference made a part hereof.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease No. 2606 except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

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IN WITNESS WHEREOF, the parties have caused this Lease Amendment 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
Gloria H. Maddox
Print/Type Witness Name

Witness
Mildred J. Coughlin
Print/Type Witness Name

By: Daniel T. Crabb (SEAL)
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 6th day of March, 1995 by Daniel T. Crabb, as Chief, Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, who is personally known to me or who produced _____ as identification.

(SEAL)

Notary Public, State of Florida
Gloria H. Maddox
Print/Type Notary Name
Commission Number
My Commission Expires:

GLORIA H. MADDOX MY COMMISSION EXPIRES SEPTEMBER 26, 1998 #CC 409433 Bonded thru Troy Fain-Insurance NOTARY PUBLIC, STATE OF FLORIDA

Approved as to Form and Legality
By: Sandy L. Herin 3/6/95
DEP Attorney

Witness
K. M. Wright
Print/Type Witness Name

Witness
Judy Ann Mann
Print/Type Witness Name

STATE OF FLORIDA GAME AND FRESH WATER FISH COMMISSION

By: William C. Sumner (SEAL)
William C. Sumner
Print/Type Name

Its: Assistant Executive Director

"LESSEE"

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Commission Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of February, 1995 by William C. Sumner as Assistant Executive Director, Florida Game and Fresh Water Fish Commission, who is/are personally known to me ~~or who has produced~~ _____ ~~as identification~~.

(SEAL)

Notary Public, State of Florida
JIMMIE C. BEVIS
Print/Type Notary Name
Commission Number
My Commission Expires:

COMMISSION EXPIRES SEPTEMBER 24, 1997 #CC 338592 Bonded thru Troy Fain-Insurance NOTARY PUBLIC, STATE OF FLORIDA

Page 2 of 10
Amendment No. Two to Lease No. 2606

Florida Fish and Wildlife Conservation Commission | JWCWMA Management Plan
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Approved As to Form and Legality
By: [illegible]
Date: 6/29/93

STATUTORY WARRANTY DEED

This indenture, made the 25th day of June, A.D., 1993, between, INDIAN TRAIL GROVES, LTD., a Florida limited partnership, with its address being c/o Mr. Jake Varn, 215 South Monroe, Tallahassee, Florida 32301, hereinafter referred to as the "Grantor" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, with its address being c/o Division of State Lands, Florida Department of Natural Resources, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399, hereinafter referred to as "Grantee."

WITNESSETH

That Grantor, for and in consideration of the sum of $100.00 and other good and valuable considerations, to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land in Palm Beach County, Florida, to wit:

SEE ATTACHED EXHIBIT "A"

SUBJECT, however, to an easement for the drainage of the waters that have flowed naturally or historically over these lands, including those described in Permit No. 3496 of the Central and Southern Florida Flood Control District, as the same now exists or may hereafter be modified and as referenced in the Special Warranty Deed, dated June 24, 1974, and recorded in Official Records Book 2321, page 513 of the Public Records of Palm Beach County, Florida. (Affects Parcels A and B)

SUBJECT, however, to a Mutual Easement Agreement by and between Indian Trail Ranch, Inc. and Samuel Friedland, Individually and as Trustee, and his wife, Hattie Friedland, J. M. Friedland, Individually and as Trustee, and his wife, Annette Friedland, and Benjamin A. Javits, Individually and as Trustee, and his wife, Lily Javits, and Blanche B. Lipson, Executrix of the Estate of Henry I. Cohn, as contained in instrument dated September 16, 1966 and recorded September 22, 1966 in Official Records Book 1428, Page 581 of the Public Records of Palm Beach County, Florida, as amended (1)

NO. 26006
EXHIBIT A
PAGE 3 OF 10

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by Joinder and Consent recorded in Official Records Book 2335, Page 96 of the Public Records of Palm Beach County, Florida; and (2) by instrument recorded in Official Records Book 2377, Page 1941 of the Public Records of Palm Beach County, Florida. (Affects Parcels A and B)

SUBJECT, however, to reservation of an undivided one-half interest in and to all of the oil, gas, sulphur and other minerals and mineral rights in favor of Southern States Land & Timber Corporation, as contained in Deed, dated April 20, 1951, and recorded April 25, 1951 in Deed Book 941, Page 526 and refiled in Deed Book 952, Page 67, both as modified by the Modification Agreement and Grant recorded in Official Records Book 312, Page 342 and Sub Surface Rights Book 1, Page 39, all of the Public Records of Palm Beach County, Florida. There is no record of any subsequent conveyance of these oil, gas, sulphur and other minerals and mineral rights by Southern States Land & Timber Corporation, its successors and assigns, and notice pursuant to sections 704.05, 712.05 and 712.06, Florida Statutes, has not been filed in the Public Records of Palm Beach County, Florida. (Affects Parcels A and B and Easement)

Grantor warrants that said land is not the homestead property of the Grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

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

In accordance with the provisions of subsection 689.02(2), Florida Statutes, the property appraiser's parcel identification numbers for the complete or partial parcels of land conveyed hereby are parcel numbers:

00-39-42-26-00-000-1000
00-39-42-36-00-000-1000
00-39-42-24-00-000-9000
00-39-42-25-00-000-9000
00-39-42-15-00-000-5010
00-39-42-15-00-000-5000
00-39-42-14-00-000-5000
00-39-42-14-00-000-5010
00-39-42-22-00-000-1000
00-39-42-23-00-000-9000

NO. 2606
EXHIBIT A
PAGE 4 OF 10

IN WITNESS WHEREOF, said Grantor has caused these presents to be duly executed on the day and year first above written.

WITNESSES AS TO GRANTOR:

Rochelle F. Morse
Printed Name: RECHELLE F MORSE

N. Stewart
Printed Name: NORTON STEWART

Charles C. Wachly
Printed Name: CHARLES C. WACHLY

N. Stewart
Printed Name: NORTON STEWART

GRANTOR:

INDIAN TRAIL GROVES, LTD., a Florida limited partnership

BY: Irving Cowan
Irving Cowan, General Partner
Address: 3725 S. OCEAN DR. #717
Hollywood, FL. 33019

BY: Jack M. Friedland
Jack M. Friedland, General Partner
Address: 111 Rogers St.
Lyndon FL 33770

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of June, 1993, by Irving Cowan, General Partner of Indian Trail Groves, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or ~~has produced~~ ~~Driver's License No.~~ _____ ~~issued within the past five (5) years as identification~~ and did take an oath.

Jean G. Reader
Notary Public Signature
JEAN G. READER
Printed Name

Commission Number: CC077320

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB.17,1995
BONDED THRU GENERAL INS. UND.

NO. 26006
EXHIBIT A
PAGE 5 OF 10

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 25th day of June, 1993, by Jack M. Friedland, General Partner of Indian Trail Groves, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or ~~has produced~~ _____ ~~Driver's License No.~~ _____ ~~issued within the past five (5) years as identification~~ and did take an oath.

Joan C. Reader
Notary Public Signature

JOAN C. READER
Printed Name

Commission Number: CC 077320

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB.17,1996
BONDED THRU GENERAL INS. UND.

JOAN C. READER NOTARY PUBLIC STATE OF FLORIDA

This instrument was prepared by Jacob D. Varn, Esquire, Carlton, Fields, Ward, Emmanuel, Smith & Cutler, P.A., Post Office Drawer 190, Tallahassee, Florida 32302. (Legal description provided by Grantor.)

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EXHIBIT A
PAGE 6 OF 10

LEGAL DESCRIPTION

PARCEL 'A'

A PARCEL OF LAND SITUATE IN SECTIONS 14, 15, 22 AND 23, LYING NORTH AND EAST OF THE NORTHEAST RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT L-8 CANAL, ALL IN TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA.

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 15 AND THE NORTHEASTERLY LINE OF THAT 660 FOOT RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY 500K VOLT POWER LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 2320, PAGE 1569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 46°-38'-11" EAST, ALONG THE NORTHEASTERLY LINE OF SAID 660 FOOT RIGHT-OF-WAY, A DISTANCE OF 276.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING PROCEED NORTH 00°-14'-57" WEST, ALONG THE EAST LINE OF THE WEST 200.00 FEET OF SAID SECTION 15, A DISTANCE OF 344.87 FEET TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 385.00 FEET, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, ALONG SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 90°-40'-42", A DISTANCE OF 609.32 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF SAID SECTION 15; THENCE EASTERLY, ALONG SAID SOUTH LINE OF THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF SAID SECTIONS 14 AND 15, A DISTANCE OF 9749.82 FEET; THENCE SOUTH 00°-10'-28" WEST, A DISTANCE OF 5400.00 FEET; THENCE SOUTH 59°-20'-24" WEST, A DISTANCE OF 3748.78 FEET TO THE SAID EASTERLY RIGHT-OF-WAY OF THE FLORIDA POWER AND LIGHT COMPANY 660 FOOT RIGHT-OF-WAY LINE; THENCE NORTH 43°-15'-07" WEST, ALONG THE SAID EAST RIGHT-OF-WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 163.45 FEET; THENCE NORTH 46°-02'-00" WEST, ALONG THE SAID EAST RIGHT OF WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 8849.65 FEET; THENCE NORTH 46°-38'-11" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 568.46 FEET TO THE POINT OF BEGINNING.

PARCEL 'B'

A PARCEL OF LAND SITUATE IN SECTIONS 23 THROUGH 26, INCLUSIVE, AND 36, LYING NORTH AND EAST OF THE NORTHEAST RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT L-8 CANAL, ALL IN TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA.

BEGIN AT THE INTERSECTION OF THE EAST LINE OF RANGE 39 EAST, TOWNSHIP 42 SOUTH, AND THE NORTHEASTERLY LINE OF THAT 660 FOOT

EXHIBIT

"A"

NO. 2606
EXHIBIT A
PAGE 7 OF 10

RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY 500K VOLT POWER LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 2320, PAGE 1569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 38°-12'-32" WEST, ALONG THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 4878.71 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, NORTH 43°-15'-07" WEST, A DISTANCE OF 8547.38 FEET; THENCE DEPARTING FROM SAID FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY LINE, NORTH 59°-20'-24" EAST, A DISTANCE OF 3748.78 FEET; THENCE SOUTH 89°-34'-20" EAST, A DISTANCE OF 5600.00 FEET TO THE EAST LINE OF RANGE 39 EAST; THENCE SOUTH 00°-43'-59" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 3369.49' FEET; THENCE SOUTH 00°-44'-23" EAST, CONTINUING ALONG SAID RANGE LINE, A DISTANCE OF 5,298.72 FEET; THENCE SOUTH 00°-25'-48" EAST, CONTINUING ALONG SAID RANGE LINE, A DISTANCE OF 3261.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS:

A 30 FOOT WIDE STRIP OF LAND LYING AND BEING IN SECTION 31, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, RUN THENCE NORTH 89°-57'-53" WEST, ALONG THE SOUTH LINE OF SAID SECTION 31, AS SHOWN ON A SURVEY DRAWING PREPARED BY JAMME AND THARIN, DATED NOVEMBER 15, 1965, A DISTANCE OF 1528.47 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID POINT LYING AND BEING ON THE NORTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 2431, PAGE 1704, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 38°-12'-32" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2535.59 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 31; THENCE NORTH 00°-26'-06" WEST, ALONG SAID WEST LINE OF SAID SECTION 31, A DISTANCE OF 48.98 FEET; THENCE SOUTH 38°-12'-32" EAST, ALONG A LINE PARALLEL WITH AND 30 FEET NORTHEASTERLY OF, (AS MEASURED AT RIGHT ANGLES TO) SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2597.95 FEET, MORE OR LESS, TO A POINT ON SAID SOUTH LINE OF SECTION 31; THENCE NORTH 89°-57'-53" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 38.20 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING FROM PARCEL B:

A STRIP OF LAND SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 42 SOUTH RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, BEING 300.00 FEET IN WIDTH AND LYING 150.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25; THENCE SOUTH 00°-43'-59" WEST, ALONG SAID EAST LINE OF RANGE 39 EAST, TOWNSHIP 42

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EXHIBIT A
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SOUTH, A DISTANCE OF 934.56 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, PROCEED ALONG A BEARING OF NORTH 89°-16'-01" WEST A DISTANCE OF 7461.33 FEET, MORE OR LESS, TO A POINT ON THE SAID EASTERLY LINE OF THE 660 FOOT RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY, SAID POINT BEING THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED PARCEL SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 300.00 FEET IN WIDTH.

ALSO LESS A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT BEING A PALM BEACH COUNTY BRASS DISC SET IN CONCRETE; RUN THENCE SOUTH 89°-41'-07" WEST, ALONG THE SOUTH LINE OF SECTION 36, A DISTANCE OF 12.98 FEET TO THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL L-8; THENCE NORTH 38°-12'-14" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 5676.25 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, NORTH 43°-15'-31" WEST, A DISTANCE OF 364.65 FEET; THENCE NORTH 46°-44'-29" EAST, A DISTANCE OF 660.00 FEET TO THE NORTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS DESCRIBED IN OFFICIAL RECORD BOOK 2530, PAGE 1569, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE PARCEL HEREAFTER DESCRIBED:

THENCE, NORTH 43°-15'-31" WEST ALONG SAID NORTHEASTERLY LINE OF FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 563.26 FEET; THENCE NORTH 53°-02'-16" EAST, A DISTANCE OF 493.84 FEET; THENCE SOUTH 29°-54'-40" EAST, A DISTANCE OF 179.07 FEET; THENCE SOUTH 10°-03'-17" WEST A DISTANCE OF 560.56 FEET TO THE POINT OF BEGINNING.

ALSO LESS A PARCEL OF LAND IN SECTIONS 25 AND 26, TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; RUN THENCE SOUTH 00°-44'-30" EAST, ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 150.05 FEET; THENCE NORTH 89°-16'-01" WEST, ALONG THE SOUTH LINE OF THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORD BOOK 2321, PAGE 513, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 2754.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°-44'-30" EAST A DISTANCE OF 50.02 FEET; THENCE NORTH 89°-16'-01" WEST, A DISTANCE OF 3450.90 FEET; THENCE SOUTH 85°-14'-36" WEST A DISTANCE OF 981.43 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-

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NO. 2606
EXHIBIT A
PAGE 9 OF 10

WAY AS RECORDED IN OFFICIAL RECORD BOOK 2320, PAGE 1569, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 43°-15'-31" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 200.00 FEET, TO THE SOUTHWEST CORNER OF OFFICIAL RECORD BOOK 2321, PAGE 513, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°-16'-01" EAST, ALONG THE SOUTH LINE OF SAID OFFICIAL RECORD BOOK 2321, PAGE 513, A DISTANCE OF 4565.45 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

NOTE: THE ABOVE BEARINGS REFER TO THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NAD 83, 1990 ADJUSTMENT.

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NO. 26006
EXHIBIT A
PAGE 10 OF 10

(2) 2606 H

Amendment #3
covers lands previously under 1201, 2342 and a parcel subleased from Rec & Parks to GFC under # 2858

ATL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

AMENDMENT NUMBER 3 TO LEASE NUMBER 2606

THIS LEASE AMENDMENT is entered into this 26th day of November, 1996, by and 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";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on June 1, 1972, LESSOR and LESSEE entered into Lease Number 2606; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 2606 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 2606 except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment 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

Kelly Servedio
Print/Type Witness Name

Witness

Jenna Bridges
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 26th day of November, 1999, by Daniel T. Crabb, as Chief, Bureau of Land Management Services, Division of State Lands, Florida Department of Environmental Protection, 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.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number

Commission Expires

OFFICIAL NOTARY SEAL
PATRICIA TOLODAY
COMMISSION NUMBER
CC545665
MY COMMISSION EXPIRES
APR. 18,2000

Approved as to Form and Legality

By: _____
DEP Attorney

Page 2 of 12
Amendment No. 3 to Lease No. 2606

FLORIDA GAME AND FRESH
WATER FISH COMMISSION

Rosemary Mara
Witness

Rosemary Mara
Print/Type Witness Name

Km Wright
Witness

Km Wright
Print/Type Witness Name

By: Victor Heller (SEAL)

Victor J. Heller
Print/Type Name

Title: Asst. Exec. Director

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22nd day of October, 1996, by Victor J. Heller as Assistant Executive Director of the Florida game and Fresh Water Fish Commission. He/she 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 EXPIRES
DECEMBER 28, 1997
#CC 338592
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
James V. Antista

EXHIBIT A

The East one-half (E1/2) of Government Lot 11 and 12, less the West 660 feet of Government Lot 12 previously conveyed by Deed in Official Record Book 2197, at Page 728, Official Records of Palm Beach County, Florida. All the above described property being a portion of Section 30, Township 41 South, Range 39 East.

Lots 8, 9, and 10, Section 30, Township 41 South, Range 39 East, containing 121.87 acres.

All of Section 16, Township 42 South, Range 40 East.

That part of Section 16, Township 42 South, Range 39 East, lying North of L-8 Canal; all in Palm Beach County Florida.

Approved As to Form and Legality
By: [illegible]
Date: 6/29/93

STATUTORY WARRANTY DEED

This indenture, made the 25th day of June, A.D., 1993, between, INDIAN TRAIL GROVES, LTD., a Florida limited partnership, with its address being c/o Mr. Jake Varn, 215 South Monroe, Tallahassee, Florida 32301, hereinafter referred to as the "Grantor" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, with its address being c/o Division of State Lands, Florida Department of Natural Resources, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399, hereinafter referred to as "Grantee."

WITNESSETH

That Grantor, for and in consideration of the sum of $100.00 and other good and valuable considerations, to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land in Palm Beach County, Florida, to wit:

SEE ATTACHED EXHIBIT "A"

SUBJECT, however, to an easement for the drainage of the waters that have flowed naturally or historically over these lands, including those described in Permit No. 3496 of the Central and Southern Florida Flood Control District, as the same now exists or may hereafter be modified and as referenced in the Special Warranty Deed, dated June 24, 1974, and recorded in Official Records Book 2321, page 513 of the Public Records of Palm Beach County, Florida. (Affects Parcels A and B)

SUBJECT, however, to a Mutual Easement Agreement by and between Indian Trail Ranch, Inc. and Samuel Friedland, Individually and as Trustee, and his wife, Hattie Friedland, J. M. Friedland, Individually and as Trustee, and his wife, Annette Friedland, and Benjamin A. Javits, Individually and as Trustee, and his wife, Lily Javits, and Blanche B. Lipson, Executrix of the Estate of Henry I. Cohn, as contained in instrument dated September 16, 1966 and recorded September 22, 1966 in Official Records Book 1428, Page 581 of the Public Records of Palm Beach County, Florida, as amended (1)

PAGE 5 OF 12
EXHIBIT A
AMENDMENT NO. 3 TO LEASE NO. 2606

by Joinder and Consent recorded in Official Records Book 2335, Page 96 of the Public Records of Palm Beach County, Florida; and (2) by instrument recorded in Official Records Book 2377, Page 1941 of the Public Records of Palm Beach County, Florida. (Affects Parcels A and B)

SUBJECT, however, to reservation of an undivided one-half interest in and to all of the oil, gas, sulphur and other minerals and mineral rights in favor of Southern States Land & Timber Corporation, as contained in Deed, dated April 20, 1951, and recorded April 25, 1951 in Deed Book 941, Page 526 and refiled in Deed Book 952, Page 67, both as modified by the Modification Agreement and Grant recorded in Official Records Book 312, Page 342 and Sub Surface Rights Book 1, Page 39, all of the Public Records of Palm Beach County, Florida. There is no record of any subsequent conveyance of these oil, gas, sulphur and other minerals and mineral rights by Southern States Land & Timber Corporation, its successors and assigns, and notice pursuant to sections 704.05, 712.05 and 712.06, Florida Statutes, has not been filed in the Public Records of Palm Beach County, Florida. (Affects Parcels A and B and Easement)

Grantor warrants that said land is not the homestead property of the Grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

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

In accordance with the provisions of subsection 689.02(2), Florida Statutes, the property appraiser's parcel identification numbers for the complete or partial parcels of land conveyed hereby are parcel numbers:

00-39-42-26-00-000-1000
00-39-42-36-00-000-1000
00-39-42-24-00-000-9000
00-39-42-25-00-000-9000
00-39-42-15-00-000-5010
00-39-42-15-00-000-5000
00-39-42-14-00-000-5000
00-39-42-14-00-000-5010
00-39-42-22-00-000-1000
00-39-42-23-00-000-9000

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EXHIBIT A
AMENDMENT NO. 3 TO LEASE NO. 2606

IN WITNESS WHEREOF, said Grantor has caused these presents to be duly executed on the day and year first above written.

WITNESSES AS TO GRANTOR:

Printed Name: RYCHEL E. MORSE

Printed Name: ANDREW STEWART

Printed Name: CHARLES C. WALSH

Printed Name: ANDREW STEWART

GRANTOR:

INDIAN TRAIL GROVES, LTD., a Florida limited partnership

BY: _____
Irving Cowan, General Partner
Address: 3725 S. OCEAN DR. #717
Hollywood, FL 33019

BY: _____
Jack M. Friedland, General Partner
Address: 44 Regent Place
Jupiter, FL 33458

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of June, 1993, by Irving Cowan, General Partner of Indian Trail Groves, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or ~~has produced~~ _____ ~~Driver's License No.~~ _____ ~~issued within the past five (5) years as identification~~ and did take an oath.

_____
Notary Public Signature
JOHN C. READER
Printed Name

Commission Number: CC 077320

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB.17,1995
BONDED THRU GENERAL INS. UND.

PAGE 7 OF 12
EXHIBIT A
AMENDMENT NO. 3 TO LEASE NO. 2606

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 25th day of June, 1993, by Jack M. Friedland, General Partner of Indian Trail Groves, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or ~~has produced~~ _____ ~~Driver's License No.~~ _____ ~~issued within the past five (5) years as identification~~ and did take an oath.

Joan E. Reeder
Notary Public Signature

Joan E. Reeder
Printed Name

Commission Number: CC 077320

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB.17,1996
BONDED THRU GENERAL INS. UND.

JOAN E. REEDER NOTARY PUBLIC STATE OF FLORIDA

This instrument was prepared by Jacob D. Varn, Esquire, Carlton, Fields, Ward, Emmanuel, Smith & Cutler, P.A., Post Office Drawer 190, Tallahassee, Florida 32302. (Legal description provided by Grantor.)

PAGE 8 OF 12
EXHIBIT A
AMENDMENT NO. 3 TO LEASE NO. 2606

LEGAL DESCRIPTION

PARCEL 'A'

A PARCEL OF LAND SITUATE IN SECTIONS 14, 15, 22 AND 23, LYING NORTH AND EAST OF THE NORTHEAST RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT L-8 CANAL, ALL IN TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA.

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 15 AND THE NORTHEASTERLY LINE OF THAT 660 FOOT RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY 500K VOLT POWER LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 2320, PAGE 1569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 46°-38'-11" EAST, ALONG THE NORTHEASTERLY LINE OF SAID 660 FOOT RIGHT-OF-WAY, A DISTANCE OF 276.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING PROCEED NORTH 00°-14'-57" WEST, ALONG THE EAST LINE OF THE WEST 200.00 FEET OF SAID SECTION 15, A DISTANCE OF 344.87 FEET TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 385.00 FEET, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, ALONG SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 90°-40'-42", A DISTANCE OF 609.32 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF SAID SECTION 15; THENCE EASTERLY, ALONG SAID SOUTH LINE OF THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF SAID SECTIONS 14 AND 15, A DISTANCE OF 9749.82 FEET; THENCE SOUTH 00°-10'-28" WEST, A DISTANCE OF 5400.00 FEET; THENCE SOUTH 59°-20'-24" WEST, A DISTANCE OF 3748.78 FEET TO THE SAID EASTERLY RIGHT-OF-WAY OF THE FLORIDA POWER AND LIGHT COMPANY 660 FOOT RIGHT-OF-WAY LINE; THENCE NORTH 43°-15'-07" WEST, ALONG THE SAID EAST RIGHT-OF-WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 163.45 FEET; THENCE NORTH 46°-02'-00" WEST, ALONG THE SAID EAST RIGHT OF WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 8649.65 FEET; THENCE NORTH 46°-38'-11" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 568.46 FEET TO THE POINT OF BEGINNING.

PARCEL 'B'

A PARCEL OF LAND SITUATE IN SECTIONS 23 THROUGH 26, INCLUSIVE, AND 36, LYING NORTH AND EAST OF THE NORTHEAST RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT L-8 CANAL, ALL IN TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA.

BEGIN AT THE INTERSECTION OF THE EAST LINE OF RANGE 39 EAST, TOWNSHIP 42 SOUTH, AND THE NORTHEASTERLY LINE OF THAT 660 FOOT

EXHIBIT

"A"

PAGE 9 OF 12
EXHIBIT A
AMENDMENT NO. 3 TO LEASE NO. 2606

RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY 500K VOLT POWER LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 2320, PAGE 1569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 38°-12'-32" WEST, ALONG THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 4878.71 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, NORTH 43°-15'-07" WEST, A DISTANCE OF 8547.38 FEET; THENCE DEPARTING FROM SAID FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY LINE, NORTH 59°-20'-24" EAST, A DISTANCE OF 3748.78 FEET; THENCE SOUTH 89°-34'-20" EAST, A DISTANCE OF 5600.00 FEET TO THE EAST LINE OF RANGE 39 EAST; THENCE SOUTH 00°-43'-59" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 3369.49' FEET; THENCE SOUTH 00°-44'-23" EAST, CONTINUING ALONG SAID RANGE LINE, A DISTANCE OF 5,298.72 FEET; THENCE SOUTH 00°-25'-48" EAST, CONTINUING ALONG SAID RANGE LINE, A DISTANCE OF 3261.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS:

A 30 FOOT WIDE STRIP OF LAND LYING AND BEING IN SECTION 31, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, RUN THENCE NORTH 89°-57'-53" WEST, ALONG THE SOUTH LINE OF SAID SECTION 31, AS SHOWN ON A SURVEY DRAWING PREPARED BY JAMME AND THARIN, DATED NOVEMBER 15, 1965, A DISTANCE OF 1528.47 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID POINT LYING AND BEING ON THE NORTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 2431, PAGE 1704, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 38°-12'-32" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2535.59 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 31; THENCE NORTH 00°-26'-06" WEST, ALONG SAID WEST LINE OF SAID SECTION 31, A DISTANCE OF 48.98 FEET; THENCE SOUTH 38°-12'-32" EAST, ALONG A LINE PARALLEL WITH AND 30 FEET NORTHEASTERLY OF, (AS MEASURED AT RIGHT ANGLES TO) SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2597.95 FEET, MORE OR LESS, TO A POINT ON SAID SOUTH LINE OF SECTION 31; THENCE NORTH 89°-57'-53" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 38.20 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING FROM PARCEL B:

A STRIP OF LAND SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 42 SOUTH RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, BEING 300.00 FEET IN WIDTH AND LYING 150.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25; THENCE SOUTH 00°-43'-59" WEST, ALONG SAID EAST LINE OF RANGE 39 EAST, TOWNSHIP 42

SOUTH, A DISTANCE OF 934.56 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, PROCEED ALONG A BEARING OF NORTH 89°-16'-01" WEST A DISTANCE OF 7461.33 FEET, MORE OR LESS, TO A POINT ON THE SAID EASTERLY LINE OF THE 660 FOOT RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY, SAID POINT BEING THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED PARCEL SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 300.00 FEET IN WIDTH.

ALSO LESS A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT BEING A PALM BEACH COUNTY BRASS DISC SET IN CONCRETE; RUN THENCE SOUTH 89°-41'-07" WEST, ALONG THE SOUTH LINE OF SECTION 36, A DISTANCE OF 12.98 FEET TO THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL L-8; THENCE NORTH 38°-12'-14" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 5676.25 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, NORTH 43°-15'-31" WEST, A DISTANCE OF 364.65 FEET; THENCE NORTH 46°-44'-29" EAST, A DISTANCE OF 660.00 FEET TO THE NORTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS DESCRIBED IN OFFICIAL RECORD BOOK 2530, PAGE 1569, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE PARCEL HEREAFTER DESCRIBED:

THENCE, NORTH 43°-15'-31" WEST ALONG SAID NORTHEASTERLY LINE OF FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 563.26 FEET; THENCE NORTH 53°-02'-16" EAST, A DISTANCE OF 493.84 FEET; THENCE SOUTH 29°-54'-40" EAST, A DISTANCE OF 179.07 FEET; THENCE SOUTH 10°-03'-17" WEST A DISTANCE OF 560.56 FEET TO THE POINT OF BEGINNING.

ALSO LESS A PARCEL OF LAND IN SECTIONS 25 AND 26, TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; RUN THENCE SOUTH 00°-44'-30" EAST, ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 150.05 FEET; THENCE NORTH 89°-16'-01" WEST, ALONG THE SOUTH LINE OF THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORD BOOK 2321, PAGE 513, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 2754.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°-44'-30" EAST A DISTANCE OF 50.02 FEET; THENCE NORTH 89°-16'-01" WEST, A DISTANCE OF 3450.90 FEET; THENCE SOUTH 85°-14'-36" WEST A DISTANCE OF 981.43 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-

WAY AS RECORDED IN OFFICIAL RECORD BOOK 2320, PAGE 1569, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 43°-15'-31" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 200.00 FEET, TO THE SOUTHWEST CORNER OF OFFICIAL RECORD BOOK 2321, PAGE 513, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°-16'-01" EAST, ALONG THE SOUTH LINE OF SAID OFFICIAL RECORD BOOK 2321, PAGE 513, A DISTANCE OF 4565.45 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

NOTE: THE ABOVE BEARINGS REFER TO THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NAD 83, 1990 ADJUSTMENT.

PAGE - 4

PAGE 12 OF 12
EXHIBIT A
AMENDMENT NO. 3 TO LEASE NO. 2604

CUL Cover Sheet

DM ID _____

Document Type: Current Uplands Leases

Instrument: [ ]Parent Lease [✓]Amendment to Lease [ ]Assignment of Lease

[ ]Release [ ]Partial Release [ ]Easement [ ]Use Agreement [ ]Sublease

[ ]Amendment to Sublease [ ]Release of Sublease [ ]Other

Lease Number: 002606

Document Date: 03-18-2002

Original County: Palm Beach

Section: 13

Township: 41 S

Range: 39E

Total Area / Area Unit: 60. (A) Acreage (S) Square Feet

County Book / Page / Type: _____ / B _____ / P _____ / ____

Instrument Number: _____

Comments:

Amendment # 4

Corbett Wildlife Management Area

The information on this page was collected during the prep phase of scanning and is an aide for data entry. Please refer to the document for actual information.

ATL1

60 Acres

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT

TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER 4 TO LEASE NUMBER 2606

CORBETT WILDLIFE MANAGEMENT AREA

THIS LEASE AMENDMENT is entered into this 18th day of March, 2002, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, successor in interest to FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on June 1, 1972, LESSOR and LESSEE entered into Lease Number 2606; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 2606 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 2606 except as amended shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment 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

JACK C. WOLFF
Print/Type Witness Name

Witness

Judy Woodard
Print/Type Witness Name

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of March, 2002, by Gloria C. Nelson, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Florence L. Davis
Notary Public, State of Florida

Florence L. Davis
Print/Type Notary Name

Commission Number:

Commission Expires: Florence L. Davis MY COMMISSION # CC974560 EXPIRES October 11, 2004 BONDED THRU TROY FAIN INSURANCE, INC.

Approved as to Form and Legality

By: _____
DEP Attorney

Page 2 of 6 Pages
Amendment No. 4 to Lease No. 2606

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, SUCCESSOR IN INTEREST TO FLORIDA GAME AND FRESH WATER FISH COMMISSION

Witness

By: Timothy A Breault (SEAL)

PA Doerr
Print/Type Witness Name

Timothy A. Breault
Print/Type Name

Witness

Title: Assistant Division Director

Karen D. Huff
Print/Type Witness Name

"LESSEE"

STATE OF FL

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of March, 2002, by Timothy A. Breault as Assistant Division Director, of the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION. He/she is personally known to me.

Florida Parrish
Notary Public, State of Florida

Florida Parrish
Print/Type Notary Name

Florida Parrish
MY COMMISSION # DD041441 EXPIRES
July 11, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Commission Number:

Commission Expires:

Page 3 of 6 Pages
Amendment No. 4 to Lease No. 2606

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Commission Attorney

This Instrument Prepared By and
Please Return To:
Laurie L. Gildan, Esq.
Greenberg Traurig, P.A.
777 S. Flagler Dr., Suite 300E
West Palm Beach, FL 33401

Jan-29-2001 11:55am 01-033050
ORB 12277 Pg 534
Con 735,779.00 Doc 5,150.60

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

THIS INDENTURE, made this 17th day of JANUARY, A.D. 2001, between **UNITED TECHNOLOGIES CORPORATION, a Delaware corporation, formally known as UNITED AIRCRAFT CORPORATION, a Delaware corporation,** whose address is 1 Financial Plaza, Hartford, CT 06101, 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 Palm Beach County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Acceptance of Transfer of Title to Donated Lands attached hereto as Exhibit "B" & by reference made a part hereof.

Property Appraiser's Parcel Identification Number: ***00-39-41-13-00-000-9000***

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.

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:

Debra Fisher
(Signature of first Witness)

Debra Fisher
(Printed name of first Witness.)

Catherine Bentley
(Signature of second Witness)

Catherine Bentley
(Printed name of second witness)

UNITED TECHNOLOGIES CORPORATION,
a Delaware corporation, formerly known as UNITED AIRCRAFT CORPORATION, a Delaware corporation

By: _____
William H. Trachsel as Senior Vice President
General Counsel and Secretary

(CORPORATE SEAL)

STATE OF Connecticut
COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 11th day of January, 2001, **William H. Trachsel as Senior Vice President, General Counsel and Secretary of United Technologies Corporation, a Delaware corporation, formerly known as United Aircraft Corporation, a Delaware corporation,** on behalf of the corporation. Such person(s) (Notary Public must check applicable box):

Patricia J. Nolan
Notary Public
PATRICIA J. NOLAN
Printed, Typed or Stamped Name of Notary Public
Commission No.: 91958
Commission Expires: 11-30-04

me.
ver license.
_____ as identification.

NO. 2606
EXHIBIT A
PAGE 4 OF 6

EXHIBIT "B"

ACCEPTANCE OF TRANSFER OF TITLE TO DONATED LANDS

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida hereby accepts this conveyance as a transfer of title of the real property as described in this Deed in accordance with F. S. 259.04(10)(a).

Adrienne Bellflower
(SIGNATURE OF FIRST WITNESS)

Adrienne Bellflower
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

Deanne M. Owens
(SIGNATURE OF SECOND WITNESS)

Deanne M. Owens
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

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

BY: Lynda I. Godfrey
Lynda I. Godfrey, Senior Acquisition Review Agent
DIVISION OF STATE LANDS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
as agent for and on behalf of the Board of Trustees
of the Internal Improvement Trust Fund
of the State of Florida

1-17-01
Date Signed

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 17 day of January, 2001, by Lynda I. Godfrey, Senior Acquisition Review Agent, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

ADRIENNE BELLFLOWER
MY COMMISSION # CC 725504
EXPIRES: April 4, 2002
Bonded Thru Notary Public Underwriters

Adrienne Bellflower
Notary Public
Adrienne Bellflower
(Printed, Typed, or Stamped Name of Notary Public)

Commission No.: 725504

My Commission Expires: 4/4/02

NO. 2606
EXHIBIT A
PAGE 5 OF 6

Exhibit "A"

13
41S
39E

A Parcel of Land lying in Section 13, Township 41 South, Range 39 East, being a portion of the lands described in the Vested Deeds recorded in the Official Records Book 854, Page 1126, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida; more particularly described as follows:

The Point of Beginning, being the Southwest corner of Section 13, Township 41 South, Range 39 East, per the Agreement Boundary Survey Drawing No. 4140-A, dated December 18, 1956; recorded in Official Records Book 854, Page 1126, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida; dated December 14, 1962.

Thence N. 00°38'09" W. along the West Boundary of Section 13, as established by the Boundary Line Agreement, a distance of 2286.31 feet, thence S. 45°40'38" E. a distance of 3231.00 feet intersecting the South line of said Section 13, Township 41 South, Range 39 East; thence S. 89°16'54" W. along the South line of said Section 13, Township 41 South, Range 39 East, a distance of 2286.31 feet to the Point of Beginning.

PROPERTY CONTROL NUMBER: 00-39-41-13-00-000-9000

60 Acre Donation Parcel
United Technologies/Pratt & Whitney
BS&M File No. 2267

Page 1 of 1

BSM
By RB Date 12.4.00

NO. 2606
EXHIBIT A
PAGE 6 OF 6

LINKED TO LITS **CUL Cover Sheet**

☐ Checked for Duplicate Document **DM ID**

Document Type: **CURRENT UPLAND LEASE #5**

Instrument: [ ] Parent Lease [X]Amendment to Lease [ ]Assign't of Lease

[ ] Partial Release [ ] Release [ ]Easement [ ] Use Agree [ ]Sublease

[ ] Amend to Sublease [ ] Assign't of Sublease

[ ] Partial Release of Sublease [ ] Release of Sublease [ ]Other

Lease Number:	**2606**		
Date:	**04-30-2013**		
Original County:	**PALM BEACH**		
Section:	**30**		
Township:	**41S**		
Range	**39E**		
Total Area/Area Unit:		X Acreage	Square Ft
County Bk/Pg/Type		B	P	O
Instrument Number:			

COMMENTS: **AMEND #5 TO LEASE 2606**
JW CORBETT MANAGEMENT AREA

DATE PREPPED: 6/4/13 **F. CARD;** **INVENTORY #: SEE MULTIPLE IMU #'S**

MAA'D For Rescan & Additional Pgs

SCAN BOX #

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

Upland Section - Completed Project Worksheet | 2013

ILMS or Uplands Action I.D. # 16349 **TITLE** *Worksheet I.D. #*_____

Lessee/Grantee: FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION ~~MANAGEMENT AREA~~

Name of Facility: J. W. CORBETT MANAGEMENT AREA

Number: 2606 | **Suffix:** | **County:** PALM BEACH

Associated #: | **Previous #:**

[Related Lease # If applicable] *[Previous # if applicable]*

○ **Lease** ○ **Sublease** ○ **Easement** ○ **Use Agreement**

○ **License Agreement** ○ **Deed** ○ **Other**_____

○ **Parent** ☒ **Amendment** #5 ○ **Partial Release** ○ **Release**

○ **Copy of Site Assessment** ***(Contaminated Lands)***

Reservation Release: ○ **Road R-O-W** ○ **Canal** ○ **Oil & Mineral**

Status: ☒ **Active** ○ **Inactive**

Type: ☒ **State** ○ **County** ○ **City** ○ **Private** ○ **Non-Profit** ○ **University**

Section: ~~34~~ 30 **Township:** 41S **Range:** 39E

Acreage: 79.90 | **Term of Lease:** ☒ **99 Year** ○ **50 Year** ○ **Other**

Effective Date: 4/30/2013 | **Expiration Date:** 5/31/2071

COMMENTS: Multiple IMU SEE ATT Descriptions

RECEIVED
MAY 07 2013
TITLE & LAND RECORDS
SURVEY & MAPPING

Sarah Branham

Date: 5-7-2013

Worksheet prepared by: ***DAVID FEWELL***

ATL1

79.90 Acres

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

AMENDMENT NUMBER *FIVE* TO LEASE NUMBER *2606*
J.W.CORBETT WILDLIFE MANAGEMENT AREA

THIS LEASE AMENDMENT is entered into this 30th day of APRIL 2013, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, successor in interest to the FLORIDA GAME AND FRESH WATER FISH COMMISSION, referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on June 1, 1972, LESSOR and LESSEE entered into Lease Number *2606*; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number *2606* is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number *2606*, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number *FIVE* to Lease Number *2606* is hereby binding upon the parties hereto and their successors and assigns.

Rev.3/07

IN WITNESS WHEREOF, the parties have caused this Lease Amendment 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

By: _____ (SEAL)
CHERYL C. MCCALL, CHIEF
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Witness

Print/Type Witness Name

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of APRIL, 2013, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, 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.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

KEITH E. CLAYTON
MY COMMISSION EXPIRES
December 29, 2013
#DD 948399
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Approved as to Form and Legality

By: _____
DEP Attorney

Page 2 of 12 Pages
Amendment Number *FIVE* to Lease No.*2606*

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

Witness

Richard C Mospens
Print/Type Witness Name

Witness

MATHEW MATLOCK
Print/Type Witness Name

By: Lawson E Snyder (SEAL)

LAWSON E SNYDER
Print/Type Name

Title: Dep Div Director

"LESSEE"

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Commission Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22 day of April, 2013, by Lawson E Snyder as Dep Div Director, on behalf of the FLORIDA FISH and WILDLIFE CONSERVATION COMMISSION. He/she is personally known to me.

Notary Public, State of Florida

Jamie C Sorin
Print/Type Notary Name

Commission Number:

Commission Expires:

JAMIE C. SORIN
Commission # EE 059535
Expires January 30, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

Page 3 of 12 Pages
Amendment Number *FIVE* to Lease No.*2606*

IMU# 690233

FEB-09-1994 2:06pm 94-047985
ORB 8116 Pg 1757
Con 47,425.00 Doc 332.50
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

This Instrument Prepared By:

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

THIS INDENTURE, made this 23rd day of July, A.D. 1993, between JERRY D. McCOY and JIMMIE VEE McCOY, his wife, of the County of Palm Beach 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 Palm Beach County, Florida, to-wit:

The West 2,000 feet of the South 355.4 feet of Government Lots 2 and 3, Section 30, Township 41 South, Range 39 East, Palm Beach County, Florida.

Property Appraiser's Parcel Identification Number: 00-39-41-30-00-002-0010

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:

Susan L. Markham
(SIGNATURE OF FIRST WITNESS)

Susan L. Markham
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

Charlene E. Schwartz
(SIGNATURE OF SECOND WITNESS)

Charlene E. Schwartz
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

Jerry D. McCoy
1808 North A Street
Lake Worth, Florida 33460

Jimmie Vee McCoy
1808 North A Street
Lake Worth, Florida 33460

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 23rd day of July, 1993, by Jerry D. McCoy and Jimmie Vee McCoy, his wife, who are personally known to me or who have produced drivers' licenses issued within the past 5 years as identification.

(NOTARY PUBLIC) SEAL

Susan L. Markham
(SIGNATURE OF NOTARY PUBLIC)

SUSAN L. MARKHAM
MY COMMISSION # [illegible]
October 22, 1995
BONDED THRU TROY FAIN INSURANCE, INC.

Susan L. Markham
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

Commission No.:

My Commission Expires:

WARRANTY DEED
REVISED 07/07/93

Exhibit "A"
Page 4 of 12 Pages
Amendment Number *5* to Lease No. *2606*

IMU # 690 236

This Instrument Prepared By:

FEB-09-1994 2:09pm 94-048004
ORB 8116 Pg 1794
Con 5,280.00 Doc 37.10

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

THIS INDENTURE, made this 23rd day of July, A.D. 1993, between JOAN B. WEIR, a single woman, of the County of Palm Beach 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 Palm Beach County, Florida, to-wit:

The following portion of Lot 15 of Section 30, Township 41 South, Range 39 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 15, then Westerly 600 feet to the Point of Beginning, thence Westerly 350.12 feet, thence North 350 feet, thence East 350.12 feet, thence South 350 feet to the Point of Beginning, LESS AND EXCEPT the East ½ thereof.

Property Appraisor's Parcel Identification Number: 00-39-41-30-00-015-0100

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:

Susan L. Markham
(SIGNATURE OF FIRST WITNESS)

Susan L. Markham
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

Charlene E. Schwartz
(SIGNATURE OF SECOND WITNESS)

Charlene E. Schwartz
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

Joan B. Weir
Joan B. Weir
6889 Skyline Drive
Delray Beach, Florida 33446

Exhibit "A"
Page 5 of 12 Pages
Amendment Number *5* to Lease No. *2606*

ORB 8116 Pg 1795
RECORD VERIFIED - DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 23rd day of July, 1993, by Joan B. Weir, a single woman, who is personally known to me or who has produced a driver's license issued within the past 5 years as identification.

(NOTARY PUBLIC)
SEAL

Susan L. Markham
(SIGNATURE OF NOTARY PUBLIC)

Susan L. Markham
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

Commission No.:

My Commission Expires:

SUSAN L. MARKHAM
MY COMMISSION # 151493 EXPIRES
October 22, 1995
BONDED THRU TROY FAIN INSURANCE, INC.

WARRANTY DEED
REVISED 07/07/93

I hereby certify that the foregoing is a true copy
of the record in my office this day, Jan 10, 2011.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY _____ Deputy Clerk

Exhibit "A"
Page 6 of 12 Pages
Amendment Number *5* to Lease No. *2606*

IMU# 690234

This Instrument Prepared By:
and return to:
REGIONAL TITLE CO.
2015 S. FIRST ST.
P. O. BOX 1672
LAKE CITY, FL 32056

AUG-27-1993 11:39am 93-273066
ORB 7859 Pg 1796
Con 72,500.00 Doc 507.50
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

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

THIS INDENTURE, made this 14th day of July, A.D. 1993, between R.C. CROFT and MAYME LOUISE CROFT, his wife, as to an undivided ½ interest, and KENNETH T. CROFT and JEAN CROFT, his wife, as to an undivided ½ interest, grantor, and 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 PALM BEACH County, Florida, to-wit:

Government Lot 4 in Section 30, Township 41 South, Range 39 East, Palm Beach County, Florida, LESS AND EXCEPTING therefrom the West 660 feet thereof.

Property Appraiser's Parcel Identification Number: 00-39-41-30-00-004-0010

This conveyance is subject to reservations contained in Deed from Everglades Drainage District, dated April 3, 1947, Filed April 19, 1947, recorded in Deed Book 806, page 315, public records of Palm Beach County, Florida.

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:

Bonita Hadwin
(SIGNATURE OF FIRST WITNESS)
BONITA HADWIN
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

Martha Tedder
(SIGNATURE OF SECOND WITNESS)
GRANTOR)
MARTHA J. TEDDER
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

R. C. CROFT
Route 2, Box 835
High Springs, Florida 32643

Mayme Louise Croft
MAYME LOUISE CROFT
Route 2, Box 835
High Springs, Florida 32643

KENNETH T. CROFT
Route 2, Box 835
High Springs, Florida 32643

Jean Croft
JEAN CROFT
Route 2, Box 835
High Springs, Florida 32643

STATE OF FLORIDA)
COUNTY OF Columbia)

The foregoing instrument was acknowledged before me this 14th day of July, 1993, by R.C. CROFT and MAYME LOUISE CROFT, his wife, and KENNETH T. CROFT and JEAN CROFT, his wife, who are personally known to me or who have produced drivers' licenses issued within the past 5 years as identification.

(NOTARY PUBLIC) SEAL

Bonita Hadwin
(SIGNATURE OF NOTARY PUBLIC)
BONITA HADWIN
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

Commission No.:

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA. MY COMMISSION EXPIRES: August 10, 1996. BONDED THRU NOTARY PUBLIC UNDERWRITERS.

WARRANTY DEED
REVISED 07/07/93

Exhibit "A"
Page 7 of 12 Pages
Amendment Number 5 to Lease No. 2606

Inu #699235

FEB-09-1994 2:15pm 94-048019
ORB 8116 Pg 1826
Con 58,614.00 Doc .410.90

This Instrument Prepared By:

WC 38

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

THIS INDENTURE, made this 23rd day of July, A.D. 1993, between JOAN B. WEIR, the unremarried widow of Mahlon S. Weir, deceased, as to an undivided ½ interest, and JERRY D. McCOY and JIMMIE VEE McCOY, his wife, as to an undivided ½ interest, of the County of Palm Beach 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 Palm Beach County, Florida, to-wit:

Government Lot 5, in Section 30, Township 41 South, Range 39 East, LESS the West 660 feet thereof; said lands situate, lying and being in Palm Beach County, Florida.

Property Appraiser's Parcel Identification Number: 00-39-41-30-00-005-0010

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:

Susan L. Markham
(SIGNATURE OF FIRST WITNESS)
Susan L. Markham
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

Charlene E. Schwartz
(SIGNATURE OF SECOND WITNESS)
Charlene E. Schwartz
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

Joan B. Weir
Joan B. Weir
6884 Skyline Drive
Delray Beach, Florida 33446

Jimmie Vee McCoy
Jimmie Vee McCoy
1808 North R Street
Lake Worth, Florida 33460

Jerry D. McCoy
Jerry D. McCoy
1808 North R Street
Lake Worth, Florida 33460

Exhibit "A"
Page 8 of 12 Pages
Amendment Number *5* to Lease No. *2606*

ORB 8116 Pg 1827
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 23rd day of July, 1993, by Joan B. Weir, the unremarried widow of Mahlon S. Weir, deceased, as to an undivided ¼ interest, who is personally known to me or who has produced a driver's license issued within the past 5 years as identification.

(NOTARY PUBLIC) SEAL

Susan L. Markham
(SIGNATURE OF NOTARY PUBLIC)

Susan L. Markham
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

Commission No.:

My Commission Expires:

SUSAN L. MARKHAM
MY COMMISSION # CC349 EXPIRES
October 22, 1995
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 23rd day of July, 1993, by Jerry D. McCoy and Jimmie Vee McCoy, his wife, as to undivided ¼ interest, who are personally known to me or who have produced drivers' licenses issued within the past 5 years as identification.

(NOTARY PUBLIC) SEAL

Susan L. Markham
(SIGNATURE OF NOTARY PUBLIC)

Susan L. Markham
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

Commission No.:

My Commission Expires:

SUSAN L. MARKHAM
MY COMMISSION # CC349 EXPIRES
October 22, 1995
BONDED THRU TROY FAIN INSURANCE, INC

I hereby certify that the foregoing is a true copy
of the record in my office this day, Jan 10, 2011.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY Deputy Clerk

Exhibit "A"
Page 9 of 12 Pages
Amendment Number *5* to Lease No. *2606*

IMG 690480

This Instrument Prepared By and
Please Return To:

Miguel Collazo, III, Esq.
Hopping, Green & Sams, P.A.
P.O. Box 6526
Tallahassee, Florida 32314
(850) 222-7500

CFN 20110131197
OR BK 24465 PG 0927
RECORDED 04/14/2011 12:07:57
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0927 - 929; (3pgs)

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

THIS INDENTURE, made this 12 day of APRIL A.D. 2011, between GULFSTREAM NATURAL GAS SYSTEM, LLC, a Delaware limited liability company, whose address is 1905 Intermodal Circle, Palmetto, Florida 34221, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose 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 Palm Beach County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Acceptance of Transfer of Title to Donated Lands attached hereto as Exhibit "B" & by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 00-39-41-30-006-0020.

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.

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 grantors have hereunto set grantors' hands and seals, the day and year first above written.

Signed, sealed and delivered in
the presence of:

Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company
By: Gulfstream Management & Operating Services, LLC, its Operator

By: _____
("Affiant")
Albert R. Taylor
Vice President of Operations

(Signature of First Witness)
TALKES LUANNE
(Printed, Typed or Stamped Name of First Witness)

(Signature of Second Witness)
KEVIN L. HOWER
(Printed, Typed or Stamped Name of Second Witness)

APPROVED FOR CLOSING

FEB 16 2011

BY: MICHAEL D. MORELLY
(DEP ATTORNEY)

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 25 day of February 2011, by Albert R. Taylor, Vice President of Operations, on behalf of Gulfstream Management & Operating Services, LLC, as Operator of Gulfstream Natural Gas System, LLC. Such person(s) (Notary Public must check applicable box):

☑ is personally known to me.
☐ produced a current driver license.
☐ produced _____ as identification.

Notary Public
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 936673
My Commission Expires: 2/28/2014

LORRAINE LOEFFLER
MY COMMISSION EXPIRES
February 28, 2014
#DD 936673
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

This is not a certified copy

Book24465/Page927

Page 1 of 3

Exhibit "A"
Page 10 of 12 Pages
Amendment Number 5 to Lease No. 2606

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF GOVERNMENT LOT 6, LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 30; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 30, S88°25'17"E, A DISTANCE OF 2333.59 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF GOVERNMENT LOT 6, AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST-WEST LINE N00°48'24"W, AND CONTINUING ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SOUTHEAST QUARTER OF LOT 6, A DISTANCE OF 601.55 FEET; THENCE LEAVING SAID WEST LINE, S88°22'56"E, A DISTANCE OF 303.91 FEET, THENCE S04°56'57"E, A DISTANCE OF 87.05 FEET; THENCE S51°07'56"W, A DISTANCE OF 96.61 FEET; THENCE S25°28'57"W, A DISTANCE OF 216.24 FEET; THENCE S77°34'21"E, A DISTANCE OF 151.22 FEET; THENCE S12°58'13"E, A DISTANCE OF 232.97 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6, BEING ALSO THE CENTER OF SAID SECTION 30; THENCE ALONG SAID EAST-WEST CENTERLINE OF SECTION 30, N88°25'17"W, A DISTANCE OF 334.69 FEET TO THE POINT OF BEGINNING.

This is not a certified copy

APPROVED FOR CLOSING

MAR 1 2011

BY: MICHAEL D. MORELLY
(DEP ATTORNEY)

RSM APPROVED
BY
DATE 7/8/08

J.W. CORBETT WMA BOT
GULFSTREAM NATURAL GAS SYSTEM
PALM BEACH COUNTY

EXHIBIT "B"

ACCEPTANCE OF TRANSFER OF TITLE TO DONATED LANDS

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida hereby accepts this conveyance as a transfer of title of the real property as described in this Deed in accordance with F. S. 259.041(10)(a).

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

(SIGNATURE OF FIRST WITNESS)

BY: Lynda I. Godfrey
Lynda I. Godfrey, Chief, Bureau of Land Acquisition, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

MICHAEL D. MORELLY
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF SECOND WITNESS)

JOHN P. SIMPSON
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

3-1-11
Date Signed

STATE OF *FLORIDA*_____)

COUNTY OF *LEON*_____)

The foregoing instrument was acknowledged before me this 1st day of March 2010, by, Lynda I Godfrey, Chief, Bureau of Land Acquisition, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

JOHN PATRICK SIMPSON
MY COMMISSION EXPIRES
March 11, 2017
#DD 869120
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

JOHN PATRICK SIMPSON
(Printed, Typed, or Stamped Name of Notary Public)

Commission No.: DD 869120

My Commission Expires: 3/11/2017

APPROVED FOR CLOSING

MAR 1 2011

BY: MICHAEL D. MORELLY
(DEP ATTORNEY)

Book24465/Page929 Page 3 of 3

Exhibit "A"
Page 12 of 12 Pages
Amendment Number *5* to Lease No. *2606*

11.2 Easements and/or Other Agreements

11.2.1 Contract #06149

T-156

DIVISION LOG # _____ CONTRACT NUMBER 06149

CONTRACT ROUTING REVIEW FORM

CONTRACTOR SOUTH FLORIDA WATER MANAGEMENT DISTRICT & FWC

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

PROJECT TITLE LEASE AGREEMENT BETWEEN SFWMD AND FWC

ORIGINATOR/CONTACT RICH MOSPENS PHONE 488-3831, X 17289 DIV./OFFICE/MAIL HSC/THCR

X NEW** __ AMENDMENT __ RENEWS OR EXTENDS **BOO USE ONLY: REQUIRED POSTING 7 DAY: 72 HR**

__ EXPENDITURE** __ REVENUE __ AGREEMENT __ EASEMENT/DEED X LEASE (INCLUDES WMA OR FMA LEASES)

CONTRACT BEGINS: X DATE EXECUTED OR _____ END DATE 25 YRS FROM LEASE EXECUTION OPTION FOR __ YEARS

TOTAL CONTRACT AMOUNT $ _____ PAYMENT AMOUNT $ _____

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

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION(LEASES) __ NO X 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
		10/31/06	
1. Project Leader	M. Brooks	11-14-06	
2. Proj. Budget Mgr. (Expenditure Only)			Budget Authority: __ Existing __ New
3. Div./Reg./Inst./Off. Dir.			
4. Office Operations		11/14/06	
5. Legal		11/30/06	
6. Dir. of Auditing Signature for Receipt Not Approval		11/30/06	for Trevor Phillips
~~7. Accounting~~			Funds Availability: Yes __ No
8. Exec./Div./Reg./Inst./Off. Dir. **review (check below).**	V Heller	12/1/06	
__ 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**		1-Dec. 2006	
Originator Copy to Accounting*		1/5/07	
Originator to Bur. of Office Ops.*		1/5/07	Send executed Original Contract and Routing Slip to BOO
Bur. of Office Ops. to Central Files*		1/9/07	

FWC 167/rev. 03/05 \SHARE\FORMS\CONROUTE.167 *See reverse for Codes/Definitions/Distribution

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION

MEMORANDUM

Date: January 5, 2007

To: Juanita Whiddon, Records thru Don Smith

From: Rich Mospens
HSC/THCR

CC: Todd Preston, w/ copy
Steve Coughlin, w/ copy
Jim Schuette, w/ copy
Tom Wright, w/ copy
Rosa Torres

RE: Lease Agreement (FWC Contract #06149 and SFWMD Contract #3600000694) dated December 1, 2006 between the South Florida Water Management District and the Florida Fish & Wildlife Conservation Commission Covering a Proposed Communication Tower, J. W. Corbett Wildlife Management Area

Included herewith please find a fully executed original of the referenced lease agreement and its routing form for your files.

The lease agreement covers our leasing a parcel and an access easement thereto for SFWMD to remove our communication tower and erect their communication tower. FWC is to have the right to install an antenna onto their tower and have an equipment rack within their service building, which will be covered under a memorandum of understanding that is yet to be drafted.

Also included is the Federal Aid Intra-service Section 7 Biological Evaluation Form prepared by FWC in its seeking U. S. Fish and Wildlife Service's concurrence of the proposed project. U. S. Fish and Wildlife Service acknowledged their concurrence that the proposed project would have no negative impacts on the land in their June 6, 2006 letter, which is also included.

Let me know if there are any questions or concerns on this matter.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

RODNEY BARRETO
Miami

SANDRA T. KAUPE
Palm Beach

H.A. "HERKY" HUFFMAN
Enterprise

DAVID K. MEEHAN
St. Petersburg

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Jacksonville

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Tampa

BRIAN S. YABLONSKI
Tallahassee

KENNETH D. HADDAD, Executive Director
VICTOR J. HELLER, Assistant Executive Director

TIMOTHY A. BREAULT, Director
DIVISION OF HABITAT AND SPECIES CONSERVATION
(850) 488-3831 TDD: (850) 488-9542

December 4, 2006

Ms. Teri R. Swartz
Engineering & Project Management Division
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

Re: Lease Agreement (SFWMD Contract #3600000694 and FWC Contract #06149) dated December 1, 2006 between the South Florida Water Management District and the Florida Fish & Wildlife Conservation Commission Covering a Communication Tower, J. W. Corbett Wildlife Management Area

Dear Ms. Swartz:

Included herewith for your files, please find a fully executed original of the referenced lease agreement.

I look forward to receiving and reviewing the proposed Memorandum of Understanding, which is to cover the technical portions of the SFWMD and FWC relationship relative to the new communication tower and our use thereof for an antenna, equipment rack and internet access for our J.W. Corbett WMA.

Thank you for your assistance relative to this matter.

Sincerely,

Richard C. Mospens
Conservation Land Manager

RCM
Enclosure

CC: Records
South Region
Todd Preston

620 South Meridian Street • Tallahassee • FL • 32399-1600
Visit MyFWC.com

United States Department of the Interior

FISH AND WILDLIFE SERVICE
1875 Century Boulevard
Atlanta, Georgia 30345

IN REPLY REFER TO:
FWS/R4.MS-FA

JUN -6 2006

Mr. Thomas J. Wright
Budget Officer/WR Coordinator/Grants Administrator
Division of Habitat and Species Conservation
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600

Dear Mr. Wright:

Thank you for your letter of May 25, 2006, requesting approval of replacing the existing radio tower on J.W. Corbett WMA property located in Palm Beach County. The existing tower is in poor condition and has been deemed unsafe above the 170' range.

Based on the information provided to our office we concur with the Florida Fish and Wildlife Conservation Commission determination that the replacement of the existing radio tower will have no impacts on threatened or endangered species, land use, or the intent and purpose which the land was originally acquired for under the Wildlife Restoration Program.

Please contact me at (404) 679-4154, or Mr. Tom McCoy at (404) 679-7357, if you have any questions.

Sincerely yours,

Michael L. Piccirilli
Chief - Federal Assistance

TAKE PRIDE IN AMERICA

FEDERAL AID
INTRA-SERVICE SECTION 7 BIOLOGICAL EVALUATION FORM

State/Agency: Florida Fish & Wildlife Conservation Commission

Program(s):

- ✓ Wildlife Restoration
- ___ Coastal Wetlands
- ___ Partnerships for Wildlife
- ___ Sport Fish Restoratioa
- ___ Clean Vessel Act
- ___ Endangered Species Section 6

Grant Title and Number: _____

Project Biologist/Phone # James Schuette (561) 624-6989

I. **Geographic Area or Station Name and Proposed Action:**

Replace existing guide-wire tower with free-standing radio tower in the J.W. Corbett Wildlife Management Area.

RECEIVED

THCR

Location (County and State/attach project area map):

Palm Beach, Florida

APR-10-2006 MON 14:23 TEL:5616255129 NAME:FWCC

III. Pertinent Species and Habitat:

List all federally **endangered,** threatened, **proposed,** and **candidate species,** and **describe** any associated **critical** or **proposed critical** habitat **that** may be **affected** by the proposed action. **Make** a **determination of** how *the* **proposed action** may **affect** each:

Species/Critical Habitat	Status[1]	Determination			Response Requested[3]
		NE	NA	AA	
American Alligator	T	X			
Crested Caracara	T	X			
Bald Eagle	T	X			
Wood Stork	E	X			
Snail Kite	E	X			
Florida Panther	E	X			

[1] Status: E = endangered, T = threatened, PE = proposed endangered, PT = proposed threatened, CH = critical habitat, PCH = proposed critical habitat, C = candidate species

[2] **DETERMINATION:**

NE = no effect. This determination is appropriate when the proposed action will not directly, indirectly or cumulatively impact, either positively or negatively, my listed, proposed, candidate species or designated/proposed critical habitat.

NA = not likely to adversely affect. This determination is appropriate when the proposed action is not Likely to adversely impact any listed, proposed, candidate species or designated/proposed critical habitat or there may be beneficial effects to these resources.

AA = likely to adversely affect. This determination is appropriate when the proposed action is likely to adversely impact any Listed, proposed, candidate species or designated/proposed critical habitat

[3] RESPONSE REQUESTED: conference, concurrence, formal consultation

IV. **Description** of the proposed **action** (describe in enough detail **to allow adequate** evaluation of project impacts) (attach additional **pages as needed**)

Install new tower next to old tower before demolition of old tower Requires moving chain link fence around compound 40' to the west and removing 8 small pine trees and 200 square feet of palmetto.

V. **Determination** of effects:

A. **Explanation of effects of the action: include direct, indirect,** interrelated, interdependent, and cumulative effects (attach **additional** pages as needed).

Definitions for Effects of the Action:

Direct Effects = are those that are an immediate result of the action. removal of 8 pine trees and 200 sq feet of palmetto

Indirect Effects = are those that are caused by the action and are later in time but are still reasonably certain to occur. They include the effects of future activities that are induced by the action and that occur after the action is completed. None

Interrelated = are those that are part of a larger action and depend on the larger action for their justification. None

Interdependent = are those that have no significant independent utility apart from the action that is under consideration. None

Cumulative Effects = are those effects of future State or private activities, nor involving Federal activities, that are reasonably certain to occur within the action area. None

B. **Explanation of actions to be implemented to reduce adverse effects.**

minimizing footprint extent, locating in impacted area,

VI.

___ Yes, the Ecological Services Office was consulted ✓ No, the Ecological Services Office was not consulted

State Coordinator: _____ _____
Signature Date

VII. Signatory Approval

ARD Federal Aid: _____ _____
Signature Date

___ May Adversely Affect ___ Not likely to Adversely Affect

ESO Supervisor: _____ _____
Signature Date

___ May Adversely Affect ___ Not likely to Adversely Affect

Note: The process ends here if the proposed action is "not likely to adversely affect."

ARD Ecological Services: _____ _____
Signature Date

Note: This signature is required far approval d o conference report or biological opinion

ORIGINAL

Contract #3600000694
FWC Contract #06060

LEASE AGREEMENT

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

This LEASE AGREEMENT ("LEASE"), is entered into on December 1, 2006, by and between "the Parties," the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, a political subdivision of the State of Florida ("DISTRICT"), and the Florida Fish and Wildlife Conservation Commission, ("COMMISSION"), 620 South Meridian Street, Tallahassee, Florida 32399-1600, an agency of the State of Florida.

WITNESSETH THAT:

WHEREAS, the DISTRICT is an agency of the State of Florida created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes; and

WHEREAS, the DISTRICT is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to section 373.083, Florida Statutes; and

WHEREAS, the COMMISSION 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; and

WHEREAS, the COMMISSION owns certain lands located within the area commonly referred to as the J. W. Corbett Wildlife Management Area ("Corbett"), on which a portion of those lands comprises 0.76 acres, more or less, located in Palm Beach County, Florida, and are legally described in Exhibit "A" attached to and made a part of this LEASE (the "Premises"); and

WHEREAS, the COMMISSION owns a radio tower and related facilities (the "COMMISSION Tower") located within the Premises on which various telemetry equipment owned by the DISTRICT is located; and

WHEREAS, the structural soundness of the COMMISSION Tower has been appraised and it is

no longer able to provide the support necessary for the DISTRICT's equipment; and

WHEREAS, the DISTRICT seeks to lease the Premises for the purpose of constructing, operating and maintaining a replacement radio tower and related facilities to be owned by the DISTRICT (the "DISTRICT Tower"); and

WHEREAS, the COMMISSION wishes to lease the Premises to the DISTRICT for the purpose of constructing, operating and maintaining the DISTRICT Tower; and

WHEREAS, the Governing Board of the DISTRICT has authorized entering into this LEASE with the COMMISSION; and

WHEREAS, the DISTRICT and the COMMISSION wish to enter into this LEASE; and

NOW THEREFORE, the Parties, in consideration of the following and mutual benefits flowing from each to the other, do hereby agree as follows:

ARTICLE 1 - SCOPE OF THE LEASE

1.1 The DISTRICT agrees that its activities on the Premises are for purposes of radio tower construction, operation and maintenance, and other incidental uses, including installation of power lines, electronic metering equipment, and fencing. As partial consideration for the rights granted under this LEASE, the DISTRICT, at its sole cost and expense, shall remove, or cause to be removed, the COMMISSION Tower from the Premises in conjunction with the construction of the DISTRICT Tower. The DISTRICT shall be entitled to the salvage value, if any, of the COMMISSION Tower following its removal. The DISTRICT shall not engage in any business or other activity, nor use or permit any use or entry upon the Premises for any other purpose, not expressly authorized in writing by the COMMISSION. The DISTRICT shall be responsible for the maintenance of the DISTRICT Tower and the Premises, with the exception of the COMMISSION antenna and related equipment and as may otherwise be agreed upon by the parties pursuant to the Memorandum of Understanding, as that term is defined in Paragraph 3.4 of this LEASE.

1.2. The COMMISSION shall furnish to the DISTRICT during the occupancy of said Premises under the terms of this LEASE the following:

A. An easement for electric power lines over the described Premises, and right and license for installation of power lines and electronic metering equipment necessary to provide public utility company power to the Premises for the DISTRICT Tower.

B. A right of way to the described Premises as legally described in Exhibit "B" attached to and made a part of this LEASE (the "Right of Way") to provide ingress to and egress from a public road to and from the Premises by the DISTRICT's agents, employees or others

working on or maintaining such equipment at all times, and unrestricted access to any radio equipment fixtures or property which the DISTRICT locates on the Premises.

C. The right to place a fence around the entire Premises to prevent damage or entry of livestock or the DISTRICT may fence the base of the radio DISTRICT Tower on the Premises. The DISTRICT shall not construct any other fences on the Premises without prior written approval of the COMMISSION. The COMMISSION shall be provided with access to the Premises so as to be able to service COMMISSION communication equipment as provided in the Memorandum of Understanding.

D. The COMMISSION agrees during the term of this LEASE not to grant a similar agreement to any other party if such a grant would interfere with the DISTRICT's use of the Premises and any equipment, including the DISTRICT Tower, the DISTRICT shall install thereon.

1.3. Should the DISTRICT hold over the expiration of the primary term, or any extension thereof, such tenancy shall be from month-to-month on all the terms, covenants and conditions of this LEASE, provided adequate appropriations are provided by the DISTRICT's Governing Board for the payment of rentals.

1.4 All improvements and equipment placed on or in the Premises by the DISTRICT shall remain the property of the DISTRICT and may be removed therefrom by the DISTRICT, in its sole discretion, prior to the termination of this LEASE. However, in the event the DISTRICT elects not to remove any such improvements or equipment from the Premises as provided herein, such improvements and/or equipment shall become the property the COMMISSION upon the termination of this LEASE. The DISTRICT, if required by the COMMISSION, shall, before the expiration of this LEASE or renewal thereof, restore the Premises to a natural state reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the DISTRICT has no control, excepted; provided, however, that if the COMMISSION requires such restoration, the COMMISSION shall give written notice thereof to the DISTRICT not less than twenty four (24) months before the termination of the LEASE.

1.5 The parties hereto acknowledge that the DISTRICT Tower is a vital link in the telemetry system used by the DISTRICT to operate its water control structures. Consequently, in recognition of the public benefits derived from the location of the DISTRICT Tower within Corbett, upon the expiration or termination of this LEASE, the COMMISSION shall use its best efforts to provide a replacement lease site to the DISTRICT for the DISTRICT Tower (or its replacement in the event the DISTRICT elects to construct a replacement radio tower and related facilities on the new site rather than relocate the then existing DISTRICT Tower) within Corbett upon the same terms and conditions set forth in this LEASE, subject to DISTRICT approval. In recognition of the time required to relocate the DISTRICT Tower (or a replacement radio DISTRICT Tower and the related facilities), the COMMISSION hereby agrees to notify the DISTRICT of the location of the replacement

site or inform the DISTRICT that a replacement site will not be provided by the COMMISSION not less than twenty four (24) months prior to the expiration or termination of this LEASE.

1.6 The DISTRICT shall have the right, but not the obligation to prevent or slow the progress of exotic plant species, including, but not limited to providing mowing services at the Premises and immediate surrounding area.

1.7 The DISTRICT is responsible for obtaining and complying with any and all applicable permits.

1.8 The COMMISSION shall not guarantee any level of flood protection and shall not guarantee ground water levels.

1.9 The DISTRICT shall not be limited to the number and type of facilities operated on the DISTRICT Tower. Where additional facilities require supporting permanent ground equipment or buildings not already in place, DISTRICT shall present ground emplacement and building plans to the COMMISSION for review and approval, which will not be unreasonably withheld or delayed. The DISTRICT shall provide and the COMMISSION shall have a priority right to place a facility or antenna on the DISTRICT Tower subject to the terms and conditions set forth in the Memorandum of Understanding.

1.10 The DISTRICT shall be responsible for the removal of the DISTRICT Tower in accordance with the terms and conditions set forth in that certain Communication Tower Removal Agreement, dated Oct. 4, 2006 (the "Removal Agreement"), between the COMMISSION and the DISTRICT. In the event the DISTRICT Tower becomes "obsolete and unused" as provided in the Removal Agreement, and Palm Beach County elects to remove the DISTRICT Tower as provided therein, the DISTRICT shall be responsible for reimbursing the County for any and all reasonable direct and indirect costs for the removal within fifteen (15) days of the County's request to the COMMISSION, as owner of the Premises, for such payment.

ARTICLE 2 - TERM OF THE LEASE

2.1 The COMMISSION hereby leases the Premises to the DISTRICT for a period of twenty-five (25) years, commencing from the date this LEASE is fully executed and terminating twenty-five years hence, unless earlier terminated pursuant to other provisions of this LEASE ("Lease Term").

2.2 It is the intent and understanding of the Parties that this LEASE is solely for the benefit of the COMMISSION and the DISTRICT. No person or entity other than the COMMISSION or the DISTRICT shall have any rights or privileges under this LEASE in any capacity whatsoever, either as third-party beneficiary or otherwise, with the exception of the U. S.

Fish and Wildlife Service under whom the COMMISSION is obligated to for prior approval of any changes made to Corbett pursuant to a grant the COMMISSION previously received under the federal Pittman-Robinson Act, unless otherwise agreed to in writing by the Parties.

ARTICLE 3 - COMPENSATION/CONSIDERATION

3.1 As consideration for the DISTRICT Tower operation rights conferred upon the DISTRICT by the COMMISSION pursuant to this LEASE, the DISTRICT shall pay to the COMMISSION annual rent of One Dollar and No Cents ($1.00), for a total fixed amount of Twenty-five Dollars and No Cents ($25.00). Such amount shall be paid at the rate of One Dollar and No Cents ($1.00) per year, in advance on or before the full execution of this LEASE and by each anniversary date of the full execution of this LEASE of each remaining year of the Lease Term.

3.2 In addition to the total amount of consideration paid by the DISTRICT pursuant to Paragraph 3.1, the DISTRICT hereby agrees to pay to the COMMISSION any and all applicable sales and use taxes in connection with the DISTRICT's use of any COMMISSION-owned real property. Such tax shall be an amount equal to six percent (6%) of and on the total amount of this LEASE, and shall be due and payable at the same time and in the same manner as provided for rendering LEASE payments to the COMMISSION. The COMMISSION shall remit the tax paid by the DISTRICT to the Florida Department of Revenue at the time and in the manner provided for by the Legislature. The COMMISSION and the DISTRICT shall use best efforts to secure a sales and use tax exemption from the county in which the property is located. In the absence of such exemption, any failure by the DISTRICT to pay such sales and use taxes to the COMMISSION shall constitute a material default of this LEASE.

3.3 All payments due under this LEASE from DISTRICT to the COMMISSION shall be made to the COMMISSION at the following address:

Florida Fish and Wildlife Conservation Commission
P. O. Box 6150
Tallahassee, FL 32314-6150

RE: Contract No. IA04061004
FWC Contract No. 06060

3.4 As additional consideration for this LEASE, the DISTRICT shall provide the COMMISSION or its assignee the right to use and occupy the DISTRICT Tower in accordance with terms and conditions agreed upon, in writing, by the DISTRICT and the COMMISSION (such agreement is herein referred to as the "Memorandum of Understanding"); provided, however, that the right of the COMMISSION to assign its right

to use and occupy the DISTRICT Tower shall be subject to the prior written consent of the DISTRICT, which consent shall not be unreasonably withheld.

ARTICLE 4 - INVOICING AND PAYMENT

4.1 The DISTRICT acknowledges that any failure to make timely annual payments to the COMMISSION of the annual rent required in Paragraph 3.1 of this LEASE shall constitute a material default of this LEASE for which the COMMISSION may exercise such rights, including termination of the LEASE, as are provided in Article 7, below.

ARTICLE 5 - PROJECT MANAGEMENT

5.1 The Project Manager for the DISTRICT is Director, Land Stewardship Division at 3301 Gun Club Road, West Palm Beach, FL 33406, telephone (561) 682-6857. The Project Manager for the COMMISSION is HSC/THCR Section Leader, Florida Fish and Wildlife Conservation Commission, 620 Meridian Tallahassee, FL 32399-1600, telephone (850) 488-3831. The Parties shall direct all matters arising in connection with this LEASE, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to this LEASE.

5.2 All notices to the COMMISSION under this LEASE shall be in writing and reference FWC Contract No. 06060, and sent by certified mail to:

Florida Fish and Wildlife Conservation Commission
Division of Habitat and Species Conservation
620 South Meridian Street
Tallahassee, FL 32399-1600

RE: Contract No. IA04061004
FWC Contract No. 06060

With a copy to:

Florida Fish and Wildlife Conservation Commission
Regional Biologist
8535 Northlake Boulevard
West Palm Beach, FL 33412

All notices to the DISTRICT under this LEASE shall be in writing and reference Contract No. IA0601004, and sent by certified mail to:

South Florida Water Management District
Attn: Procurement Department (MSC 6612)
P. O. Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680

The COMMISSION shall also provide a copy of the notices to the DISTRICT'S Project Manager. All notices required by this LEASE shall be considered delivered upon receipt. Either party may change its address by providing prior written notice to the other of any change of address.

ARTICLE 6 - INDEMNIFICATION & INSURANCE

6.1 The DISTRICT and the COMMISSION shall throughout the term of this LEASE provide, maintain, and keep in force a program of self-insurance covering their respective liabilities for worker's compensation and general and automobile liability as prescribed by Chapter 440, Florida Statutes, and Section 768.28, Florida Statues. Nothing contained herein shall be construed to require the DISTRICT or the COMMISSION to waive sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

6.2 Both parties under this LEASE assume any and all risks of personal injury, bodily injury and property damage attributable to their own negligent acts or the negligent acts or omissions of its officers, employees, servants, and agents thereof, up to the limits in Section 768.28, Florida Statutes. Both parties under this LEASE warrant and represent that they are self-funded for worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the officers, employees, servants and agents while acting within the scope of their employment during performance under this LEASE. Both parties under this LEASE further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

6.3 In the event the DISTRICT or the COMMISSION subcontracts any part or all of the work hereunder to any third party, the contracting party shall require each and every subcontractor to identify the non-contracting party as an additional insured on all insurance policies as required of the contracting party. Any contract awarded by the either party for work under this LEASE shall include a provision whereby the contracting party's subcontractor agrees to defend, indemnify and pay on the behalf of, save and hold the STATE, in the case of the DISTRICT's subcontractor, or the DISTRICT, in the case of the COMMISSION's subcontractor, harmless from all damages arising in connection with the subcontract.

ARTICLE 7 - TERMINATION/REMEDIES

7.1 If either party fails to fulfill its obligations under this LEASE in a timely and proper manner, the other party shall have the right to terminate this LEASE by giving written notice of any deficiency and by allowing the party in default ninety (90) days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this LEASE shall terminate at the expiration of the ninety (90) day time period and the DISTRICT will remove all associated equipment within ninety (90) days following termination of this LEASE.

7.2 Either Party may terminate this LEASE for convenience at any time upon twenty four (24) months prior written notice to the other Party. In the event of termination for reasons other than the DISTRICT's default, the COMMISSION shall return to the DISTRICT a pro rata share of the annual fee paid by the DISTRICT for the then current year, based on the ratio of the number of days remaining until the next anniversary date (as of the expiration of the aforementioned twenty four (24) month time period) to a calendar year of 365 days.

7.3 In the event the COMMISSION-maintained waters levels prohibit conducting operations on the Premises, the DISTRICT shall have the right to terminate this LEASE upon thirty (30) days prior written notice to the COMMISSION.

7.4 In the event a dispute arises which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 Both parties, their employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this LEASE. Both parties undertake no duty to ensure such compliance, but will attempt to advise the other party, upon request, as to any such laws of which it has present knowledge.

8.2 Both parties shall assure that no person shall, on the grounds of race, color, creed, national origin, handicap, or sex, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any activity under this LEASE. Both parties shall take all measures necessary to effectuate these assurances.

8.3 The laws of the State of Florida shall govern all aspects of this LEASE. In the event it is necessary for either party to initiate legal action regarding this LEASE, such action, whether it be in law or in equity, shall be brought under state law in Leon County, Florida.

8.4 The DISTRICT shall obtain and maintain all necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits required for the performance of this LEASE. As a pre-condition to the DISTRICT's obligations under this LEASE all required federal, state and local governmental permits and approvals, including but not limited to Federal Aviation Administration "FAA", Federal Communications Commission "FCC", building, zoning and land use approvals, necessary to enable the construction of the structure and improvements contemplated in this LEASE must be issued.

8.5 The DISTRICT shall comply with all laws, rules and regulations established for the subject property.

8.6 The DISTRICT shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals, or other agents used or produced in the DISTRICT's operations on the Premises or on any adjacent State land or in any manner not permitted by law. This provision is not intended to apply to the reasonable use of pesticides.

8.7 The DISTRICT shall allow COMMISSION employees, contractors, and cooperators access for the purposes of inspection, compliance and environmental monitoring or other authorized activities, during the term of this LEASE.

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

9.1 The DISTRICT is an independent contractor and is not an employee or agent of the COMMISSION. Nothing in this LEASE shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the COMMISSION, its employees, agents, subcontractors, or assigns, during or after the performance of this LEASE.

9.2 The DISTRICT shall not have the right to assign, sub-lease, delegate, or otherwise transfer its rights and obligations as set forth in this LEASE or sublease any portion of the subject property without the prior written consent of the COMMISSION, which consent shall not be unreasonably withheld.

ARTICLE 10 - RECORDS RETENTION

10.1 Both parties shall maintain records as required by law and shall have inspection and audit rights provided by law as follows:

A. Maintenance of Records: Both parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this LEASE including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period

of five years from completing performance of this LEASE.

B. Examination of Records: Both parties or their designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this LEASE. Such examination may be made only within five years from completing performance under this LEASE and upon reasonable notice, time and place.

C Extended Availability of Records for Legal Disputes: In the event that either party should become involved in a legal dispute with a third party arising from performance under this LEASE, both parties shall extend until the period of maintenance for all records relating to the LEASE until the final disposition of the legal dispute, all such records shall be made readily available to either party.

D. This LEASE may be unilaterally canceled by the COMMISSION for refusal by the DISTRICT 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 DISTRICT in conjunction with this LEASE.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this LEASE to the contrary, the Parties shall not be held liable if failure or delay in the performance of this LEASE arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties.

11.2 Failures or waivers to enforce any covenant, condition, or provision of this LEASE by the Parties, their successors and assigns shall not operate as a discharge of or invalidate such covenant, condition, or provision, or impair the enforcement rights of the Parties, their successors and assigns.

11.3 Should any term or provision of this LEASE be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this LEASE, to the extent that the LEASE shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.4 In the event any provisions of this LEASE shall conflict, or appear to conflict, the LEASE, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

11.5 This LEASE may be amended only with the written approval of the Parties. No waiver or modification of this LEASE or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties.

11.6 This LEASE states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Parties recognize that any representations, statements or negotiations made by the Parties do not suffice to legally bind the Parties in a contractual relationship unless they have been reduced to writing, authorized, and signed by authorized representatives of the Parties. This LEASE shall bind the Parties, their assigns, and successors in interest.

11.7 As consideration of this LEASE, 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 Agreement.

11.8 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 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.

The Parties or their duly authorized representatives hereby execute this **LEASE** on the date written above.

(Corporate Seal)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ATTEST:

Jacki McGorty

Print Name: Jacki McGorty

As its: District Clerk.

Witnesses:

Print Name: Alejandro Quintero

Print Name: Sharman Rose

By: Frank Hayden

Frank Hayden, Procurement Director

Date: 10/18/06

SFWMD PROCUREMENT APPROVED

By:

Date: 10/

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of OCTOBER, 2006 by FRANK HAYDEN, the PROCUREMENT DIRECTOR of the South Florida Water Management District, a public corporation of the State of Florida, who is personally known to me.

Christine C. Bergeron

Notary Public

CHRISTINE C. BERGERON

Print

My Commission Expires: _____

NOTARY PUBLIC-STATE OF FLORIDA

Christine C. Bergeron

Commission # DD549456

My Comm. Expires: 06/21/2010

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

By: Victor Heller

Title: Asst. Exec. Dir.

Signed, sealed and delivered in the presence of:

Sarah Bajoczky
Print Name: Sarah Bajoczky

Jane Chabre
Print Name: Jane Chabre

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Commission Attorney

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 1 day of December, 2006 by Victor Heller, the Asst. Executive Director of the Florida Fish and Wildlife Conservation Commission, who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Kathleen Louise Hampton
Commission # DD568288
Expires: JUNE 26, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Kathleen L. Hampton
Notary Public
Kathleen L. Hampton
Print
My Commission Expires: 6-26-10

EXHIBIT "A"
TOWER SITE AND INGRESS AND EGRESS EASEMENT

INGRESS AND EGRESS EASEMENT

A strip of land 20 feet in width located in the Northeast Quarter (NE ¼) of Section 1, Township 42 South, Range 40 East, Palm Beach County, Florida, lying 10 feet on each side of the following described centerline.

Commencing at the Northeast corner of said Section 1.
Thence, South 00° 18' 02" East along the East line of said Section 1, also being the Centerline of Seminole-Pratt and Whitney Road as recorded in Road Book 4, page 124 of the Palm Beach County Records a distance of 212.11 feet.
Thence, South 84° 57' 25" West a distance of 60.21 feet to the West Right of Way Line of said Seminole-Pratt and Whitney Road and the **Point of Beginning.**
Thence, continue South 84° 57' 25" West a distance of 4.11 feet.
Thence, South 70° 40' 45" West a distance of 104.99 feet to the beginning of a curve concave to the East having a radius of 71.50 feet.
Thence, Southerly 118.03 feet along said curve through an angle of 94° 34' 56" to the end of said course.
Thence, South 23° 54' 07" East a distance of 56.44 feet to the beginning of a curve concave to the West having a radius of 86.00 feet.
Thence, Southerly 77.98 feet along said curve through an angle of 51° 57' 09" to the end of said curve.
Thence, South 28° 03' 00" West a distance of 220.50 feet.
Thence, South 33° 10' 14" West a distance of 20.29 feet.
Thence, 65° 20' 41" West a distance of 7.63 feet to Point "A" and the end of said Centerline.

Together with:
A tract of land located in the said Northeast quarter of Section 1, more particularly described as follows:
Beginning at said Point "A",
Thence, North 23° 08' 42" West a distance of 20.33 feet.
Thence, South 66° 51' 18" West a distance of 82.00 feet.
Thence, North 23° 08' 42" West a distance of 20.00 feet.
Thence, South 66° 51' 18" West a distance of 82.00 feet.
Thence, South 23° 08' 42" East a distance of 130.00 feet.
Thence, North 66° 51' 18" East a distance of 82.00 feet.
Thence, South 23° 08' 42" East a distance of 14.00 feet.
Thence, North 66° 51' 18" East a distance of 82.00 feet.
Thence, North 23° 08' 42" West a distance of 69.00 feet.
Thence, North 66° 51' 18" East a distance of 10.00 feet.
Thence, North 23° 08' 42" West a distance of 14.00 feet.
Thence, South 66° 51' 18" West a distance of 10.00 feet.
Thence, North 23° 08' 42" West a distance of 20.67 feet to the **Point of Beginning.**

Containing 0.28 acres, more or less, for Ingress and Egress and 0.48 acres, more or less, for the tower site, totaling 0.76 acres, more or less.

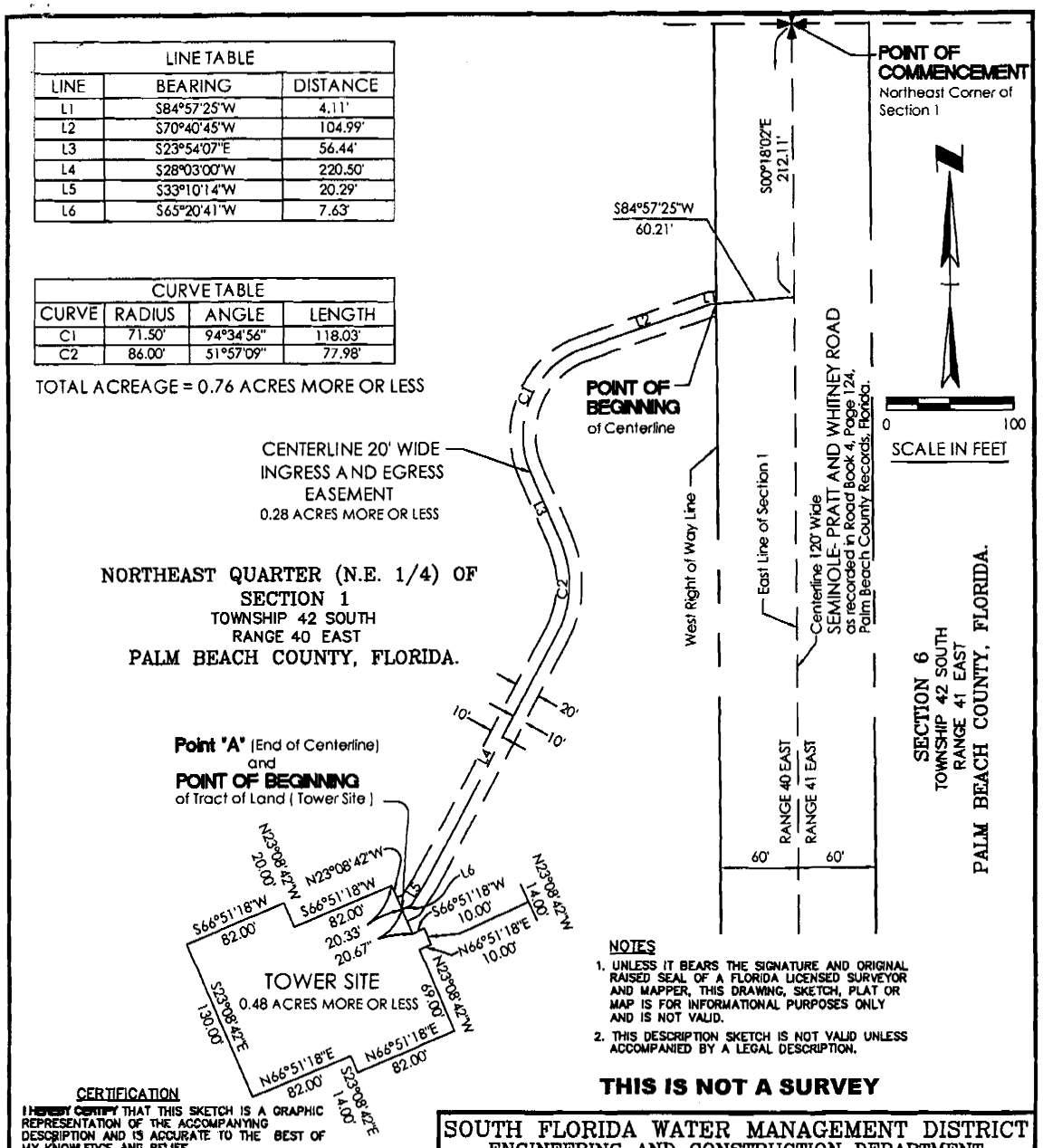
This description is not valid unless accompanied by a description sketch.

1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S84°57'25"W	4.11'
L2	S70°40'45"W	104.99'
L3	S23°54'07"E	56.44'
L4	S28°03'00"W	220.50'
L5	S33°10'14"W	20.29'
L6	S65°20'41"W	7.63'

CURVE TABLE			
CURVE	RADIUS	ANGLE	LENGTH
C1	71.50'	94°34'56"	118.03'
C2	86.00'	51°57'09"	77.98'

TOTAL ACREAGE = 0.76 ACRES MORE OR LESS



NOTES

1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. THIS DESCRIPTION SKETCH IS NOT VALID UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION.

THIS IS NOT A SURVEY

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
I FURTHER CERTIFY THAT THIS DESCRIPTION AND SKETCH MEETS THE APPLICABLE MINIMUM TECHNICAL STANDARDS FOR SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

RICHARD E. BARNES Jr.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NUMBER 5173

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING AND CONSTRUCTION DEPARTMENT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

TOWER SITE
&
INGRESS AND EGRESS EASEMENT

DRAWN	CHECKED	DATE	REVISIONS

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
CMH	REB	12APR2006	AS SHOWN	C18 TOWER SITE	2 OF 2

11.2.2 Contract #03112

S-1353

EXHIBIT 6.

DIVISION LOG # _____ CONTRACT NUMBER 03112

CONTRACT ROUTING REVIEW FORM

CONTRACTOR Florida Atlantic University

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

PROJECT TITLE Everglades Youth Conservation Camp

ORIGINATOR/CONTACT Judy Gillan PHONE 850-921-4484 DIV./OFFICE/MAIL 015

✓ NEW** __ AMENDMENT __ RENEWS OR EXTENDS | BOO USE ONLY: REQUIRED POSTING 7 DAY: 72 HR

__ EXPENDITURE** __ REVENUE ✓ AGREEMENT __ EASEMENT/DEED ✓ LEASE (INCLUDES WMA OR FMA LEASES)

CONTRACT BEGINS: ✓ DATE EXECUTED OR 3/16/2004 END DATE 3/16/2054 50 yr for D.O.E. OPTION FOR 0 YEARS

TOTAL CONTRACT AMOUNT $ NA PAYMENT AMOUNT $ NA

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	AMOUNT	PROJECT ID			FY
NA							

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 Judy	Judy Gillan	2/25/04	
2. Proj. Budget Mgr. (Expenditure Only) Ø			Budget Authority: __ Existing __ New
3. Div./Reg./Inst./Off. Dir. Scott	[illegible]	2/26/04	
4. Bur. of Office Operations Don	D Smith	2/26/04	changes OK 2-27-04 DS
5. Legal Charles	C Harder	2/26/04	change, OK 3/16/04
6. Dir. of Auditing Trevor	[illegible]	2/27/04	
7. Bureau of Accounting Ø	KB	2-27-04	Funds Availability: __ Yes __ No
8. Exec./Div./Reg./Inst./Off. Dir. review (check below).	NH	2-March-2004	
__ 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	NH	16-Mar.-2004	
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*	D Smith	3/23/04	

FWC 167/rev. 03/03 \SHARE\FORMS\CONROUTE.167 *See reverse for Codes/Definitions/Distribution

February 25, 2004

MEMORANDUM

To: Contract Reviewers

From: Judy Gillan, OIS

Regarding: Lease Agreement with Florida Atlantic University (FAU) to Manage the Everglades Youth Conservation Camp

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This lease agreement transfers management and operation of the Everglades Youth Conservation Camp facilities and programs to Florida Atlantic University's Pine Jog Environmental Education Center in West Palm Beach. FAU will offer summer camping programs very similar in content and age group to what has been offered, maintaining an ecological and wildlife management orientation. FWC will retain all land management authority in compliance with federal requirements. All property located on the premises is being transferred. Contract term is 50 years from date of signing. Revenue will not be collected as a result of this contract. This contract does not authorize any payments except under separate contract for approved facilities repairs, not to exceed $100,000 and available only during fiscal year 04/05 beginning July 1, 2004.

Please let me know if you have any questions or concerns.

Thank you in advance!

Judy Gillan
850-921-4484
judy.gillan@fwc.state.fl.us

per Dow 1/23/04 { universities are not subject to Florida Single Audit Act - they are exempt

EXHIBIT 5A

FLORIDA SINGLE AUDIT ACT STATE PROJECT DETERMINATION CHECKLIST

This checklist may be obtained electronically from the Executive Office of the Governor's website (http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html).

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to a state program[1] for inclusion in the Catalog of State Financial Assistance (CSFA).

[1] A state program is defined as a set of special purpose activities undertaken to realize identifiable goals and objectives in order to achieve a State agency's mission and legislative intent requiring accountability for State resources.

A state program or budget appropriation may include more than one special purpose activity with distinctly different objectives. Each of these distinct special purpose activities must be assigned a separate CSFA number (if the FSAA is determined to be applicable based on the analysis below).

The General Appropriations Act - particularly appropriation categories 05, 08, 09, 10, and 14XXXX - is an excellent place to begin researching state programs to determine their applicability to the FSAA. However, this list of appropriation categories is not all-inclusive.

A State Project is a state program that provides state financial assistance to a non-state organization[2] and must be assigned a CSFA number.

[2] A non-state organization is defined as a nonprofit organization, for-profit organization (including sole proprietors), or Florida local government (excluding district school boards, charter schools and community colleges), which receives State resources.

State Agency: FL Fish and Wildlife Conservation Commission

Title/Name of State Program: Everglades Youth Conservation Camp

Authorizing Statute/Legislative Proviso: _____

All four questions below must be completed. A state program may include more than one source of support. (i.e. A yes to more than one of the questions below.) Each source of support must be considered independently.

Is the state program supported by:

Yes	No	
___	✓	1. Federal resources? If yes, please note CFDA number _____
___	✓	2. State matching resources for a Federal Program as defined by OMB Circular A-133?
___	✓	3. State maintenance of effort/level of effort (MOE) resources for a Federal Program as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking)? If yes, please note CFDA number (if different from above) _____
✓	___	4. State resources other than State match or State MOE?

Complete the applicable sections below for each yes response above.

If **only** Question 1 **and/or** Question 2 above is **yes**, the state program **is not** a State Project and should not be included in the CSFA.

If Question 3 above is **yes**, the State MOE resources must be analyzed using the following criteria:

Yes	No	
___	___	A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements?
___	___	B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?
___	___	C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements?

If A-C above are **all yes**, the state program **is not** a State Project and should not be included in the CSFA.

If **any** of A-C above are **no**, the state program **is** a State Project and must be assigned a CSFA number.

If Question 4 above is **yes**, answer the following:

FSAA_CL1

Page 1 of 2

Yes	No	
___	✓	Are any of the State resources provided to a non-state organization?

If **no**, the state program **is not** a State Project and should not be included in the CSFA.
If **yes**, the state program must be evaluated using the following criteria:

Yes	No	
___	___	A. Does the state program establish programmatic objectives, which must be met by the non-state organization in order for it to receive State resources? (e.g. legislative intent, programmatic outcomes/goals, or are related to the Agency's mission)
___	___	B. Does the state program provide resources to enhance or support the operations or programs of a non-state organization?
___	___	C. Does the state program provide resources to a non-state organization for providing a program service? (i.e. Are the services provided by the non-state organization consistent with the programmatic objectives?)
___	___	D. Does the state program contain specific laws, guidelines or regulations regarding allowable program expenditures?

If **any** of A-D above is **yes**, the state program **is** a State Project and must be assigned a CSFA number.

Based on your analysis above and discussions with appropriate agency personnel, state your conclusion regarding the state program:

(Check one) A State Project: ___ Not a State Project: ✓

Comments:

Completed By: (Program Personnel)

Print Name: Judy Gillan Phone Number: 921-4484

Title: Education Coordinator

Signature: Judy Gillan Date: 1/15/04

Budget Office Review: (Applies only to Questions 1-4)

Print Name of Reviewer: ___ Phone Number: ___

Title: ___

Signature of Reviewer: ___ Date: ___

Finance and Accounting Review: (Applies only to Question 3 A-C and Question 4 A-D)

Print Name of Reviewer: ___ Phone Number: ___

Title: ___

Signature of Reviewer: ___ Date: ___

Office of Inspector General Receipt:

Print Name of Receiver TREVOR PHILLIPS Phone Number: 488-6068

Title: Dir of Auditing

Signature of Receiver: [illegible] Date: 2/26/04

Questions regarding the evaluation of a state program or if it has been determined that the state program is a State Project and has not been assigned a CSFA number, contact your FSAA State agency liaison or the Executive Office of the Governor, Office of Policy and Budget (OPB), Budget Management Policy Unit (BMP) at (850) 487-3832 or Suncom 277-3832. **The Agency's Office of Inspector General, must forward each original completed and approved checklist, to the Executive Office of the Governor, OPB, BMP, Room. 1703 J, The Capitol, Tallahassee, FL 32399-0001.** Reference may be made to Rule 27D-1, FAC.

FSAA_CL1

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FWC Contract Number: 03112

LEASE AGREEMENT

This lease is made and entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, (referred to as LESSOR or FWC), and FLORIDA ATLANTIC UNIVERSITY, acting for and on behalf of the Florida Atlantic University Board of Trustees (referred to as LESSEE or FAU). This lease (also referred to as this Agreement) is effective beginning on the date the last party to execute does so, which beginning date is March 16, 2004

WITNESSETH:

WHEREAS, the LESSOR holds title to certain lands and property being utilized by the State of Florida for public purposes; and

WHEREAS, the LESSOR currently manages the real property described in Exhibit A (the Property) as a youth camp in accordance with its Constitutional mission to educate the public about issues pertaining to wildlife; and

WHEREAS, the LESSEE is a Florida public university with authority to manage the Property, and provide educational programs thereon; and

WHEREAS, LESSOR's leasing of the Property is subject to review in certain respects by the Trustees of the Internal Improvement Trust Fund (Division of State Lands, Department of Environmental Regulation) (DSL), in accordance with section 372.023, Florida Statutes; and

WHEREAS, the LESSOR and LESSEE have agreed that LESSEE shall manage the Property and receive certain revenue therefrom in exchange for providing management services in regard to the Property, including continuing the education programs of LESSOR.

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

1. PROPERTY: The real property subject to this lease (the Property) is situated in Palm Beach County, Florida, and is more particularly described in Exhibit A, which is attached to and made a part of this lease.

2. TERM: The term of this lease shall be for a period of fifty years, commencing on the date the last party to execute the lease does so as set forth above, and ending on March 16, 2054, which is the date fifty years thereafter, unless sooner terminated pursuant to the provisions of this lease. The word "term" shall include renewals of this lease, if any.

3. PURPOSE: LESSEE shall manage the Property only for the establishment and operation of a residential environmental learning center, along with other related uses necessary for the accomplishment of this purpose. Exhibit B, which is attached to and made a part of this lease, sets forth the parties' agreement as the scope of operations, and additional duties and responsibilities of the parties.

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

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

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

7. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain fire and extended risk insurance coverage in accordance with Chapter 284, Florida Statutes, for any buildings and improvements located on the Property by preparing and delivering to the Department of Financial Services, Division of Risk Management a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this lease immediately upon execution of this lease, and immediately upon erection of any new structure or removal of structures. A copy of each said form, and immediate notification in writing of any erection or removal of structures or other improvements on the Property, and any changes affecting the value of the improvements, shall be submitted to the LESSOR, and to the following: Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

8. 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.

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.

10. EASEMENTS & SUBLEASES: This lease is for the purposes specified herein and all easements of any nature, including but not limited to utility easements, are expressly prohibited. Subleases of any nature are expressly prohibited without the prior written approval of LESSOR. Any easements or subleases not approved in writing by LESSOR shall be void and without legal effect.

11. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the DSL standards prior to termination of this lease, and if necessary a Phase II environmental site assessment. LESSEE shall not be liable to LESSOR for any pre-existing environmental deficiencies existing prior to the effective date of this lease.

12. SURRENDER OF PREMISES: Upon expiration or termination of this lease, LESSEE shall surrender the Property to LESSOR. In the event LESSEE determines that no further use of the Property or any part thereof is needed, LESSEE shall give written notification to the LESSOR, and to DSL (the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000), at least six months prior to the release of any or all of the Property. 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, which approval will not be unreasonably denied.

13. 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 Property, 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.

14. MINERAL RIGHTS; TITLE: 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 Property 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 of LESSEE by reason of such exploration and recovery operations. LESSEE has reviewed a title report as to the Property, and is aware of title issues reflected therein, including the outstanding mineral interest not owned by LESSOR or the State of Florida, and accepts the title to the Property as is.

15. UTILITIES; FEES: LESSEE upon execution of this lease accepts all utilities infrastructure for water, sewer, wastewater, storm water, telephone and electric, as is. LESSEE shall within 90 days after the effective date of this lease initiate the transfer to LESSEE of any and all licenses and permits required by local, state or federal government for all utilities infrastructure, including but not limited to the water well, water supply and sewer utilities on the Property. LESSEE shall be solely responsible for all maintenance and repair to water, sewer or other utilities serving the Property. LESSEE shall be responsible for the payment for all charges for the furnishing of gas, telephone, electricity, water, sewer and other public utilities to the Property and for having all utilities turned off when the Property is surrendered.

16. 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, which approval will not be unreasonably withheld. 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 Property by LESSEE and which do not become a permanent part of the Property will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

Upon release of all or any part of the Property or upon expiration or termination of this lease, all improvements, including both physical structures and modifications to the Property, shall become the property of LESSOR; provided that LESSOR may by the giving of written notice require that LESSEE remove any improvements made by LESSEE on the Property. LESSEE may be reimbursed, in accordance with paragraph I.C.9. in the Scope of Operation (Exhibit B of this Agreement), for the depreciated value of improvements made by LESSEE.

Prior to surrender of all or any part of the Property, a representative of the LESSOR shall perform an on-site inspection and the keys to any buildings on the Property shall be turned over to the LESSOR. If the Property does not meet all conditions as set forth in this lease, including but not limited to paragraphs 15 and 17 herein, LESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

17. MAINTENANCE IMPROVEMENTS: LESSEE shall maintain the real property contained within the Property and any improvements located thereon, in a state of good condition working order and repair including, but not limited to, maintaining the planned improvements, meeting all building and safety codes in the location situated, keeping the Property 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.

18. ASSIGNMENT: This lease shall not be assigned in whole or in part without 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. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and may be amended only by written amendment executed by the parties. Amendments to this lease shall be subject to review by DSL pursuant to section 372.023, Florida Statutes.

20. BREACH OF COVENANTS, TERMS, OR CONDITIONS; RIGHT TO TERMINATE: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the Property, or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR. In addition, either party may terminate this Contract, for convenience or any other reason, by giving written notice to the other at least one calendar year prior to the termination date specified in the notice, subject to the provisions of paragraph I.C.9. of Exhibit B hereof.

21. 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.

22. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the Property 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 Property including, but not limited to, mortgages or construction liens against the Property or improvements, or against any interest of LESSOR therein.

23. CONDITIONS AND COVENANTS: All of the provisions of this lease shall be deemed covenants running with the land included in the Property, 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.

24. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the Property or as affecting said Property or adjacent properties, any act which may result in damage or depreciation of value to the Property 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 Property 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 Property, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the Property and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

25. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the Property 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, after the effective date of this Lease, be lawfully assessed and levied against the Property. In the event Palm Beach County assesses or attempts to issue a special assessment against LESSEE, at LESSEE's request LESSOR will cooperate fully with LESSEE in any challenge to such special assessment.

26. RECORD KEEPING; RIGHT OF AUDIT: LESSEE shall maintain accurate books, records, documents and other evidence that accurately reflect all aspects of LESSEE's use of the Property, and LESSEE's responsibilities under this lease, in accordance with generally accepted accounting principles. 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, and for five years thereafter. 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.

27. NON-DISCRIMINATION: LESSEE 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 the Property or upon lands adjacent to and used as an adjunct of the Property.

28. 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. Without limiting the foregoing, LESSEE shall be responsible for compliance with: federal law or rules pertaining or relating to the expenditure of federal grant funds in the original acquisition of the Property by the predecessor of LESSOR; the rules and requirements of DSL, including the applicable requirements of Section 372.023, Florida Statutes; local government zoning, development and building requirements; and, applicable permits and licenses from LESSOR for the recreational use by LESSEE or invitees of LESSEE of the Property or lands adjacent to the Property.

29. PROHIBITION OF DISCRIMINATORY VENDORS: 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 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.

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

31. GOVERNING LAW; VENUE; JURY TRIAL WAIVER: This lease shall be governed by and interpreted according to the laws of the State of Florida. As part of the consideration for this Contract, the parties hereby waive trial by jury in any action brought by either party pertaining to any matter whatsoever arising out of or in any way connected with this Contract. Exclusive venue for all judicial actions pertaining to this Contract is Leon, County, Florida.

32. 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.

33. NOTICES: Unless a notice of change of address or contact is given by a party, any and all notices and payments shall be delivered to the parties at the following addresses. The individuals set forth below are the contract managers for all purposes relating to this lease. The contract manager for a party may be changed by notice to the other party. A notice or payment shall be deemed received by the addressee on the first business day following its being placed in, FedEx, UPS, U.S. Mail or similar service for overnight delivery. Notices or payments not sent overnight delivery will be deemed received on the third business day after mailing:

LESSEE	LESSOR
Ms. Pat Welch, Director Pine Jog Environmental Education Center Florida Atlantic University 6301 Summit Blvd West Palm Beach, FL 33415 561-686-6600	Ms. Judy Gillan Education Coordinator Florida Fish and Wildlife Conservation Commission 620 S. Meridian St. Tallahassee, FL 32399-1600 850-921-4484

IN WITNESS WHEREOF, the parties have caused this lease to be duly executed:

LESSOR:
FLORIDA FISH AND WILDLIFE CONSERVATION

Judy Gillan
Witness
Judy Gillan
Print/Type Witness Name
Sabrina Menendez
Witness
Sabrina Menendez
Print/Type Witness Name

By Victor Hell (SEAL)
for Ken Haddad
Executive Director
16-Mar.-2004
Date signed

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16 day of March, 2004 by Vic Heller, Assistant Executive Director of the Florida Fish and Wildlife Conservation Commission (the Commission), for and on behalf of the Commission.

Rosemary Mara
Notary Public, State of Florida

Rosemary Mara
MY COMMISSION # DD229993 EXPIRES
October 20, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Print/Type Notary Name
Commission Number:
Commission Expires:

Approved as to Form and Legality
By: 3/16/04
Commission Attorney

LESSEE

FLORIDA ATLANTIC UNIVERSITY

Witness
Suellen O. Kane
Print/Type Witness Name

BY: _____(SEAL)
Frank T. Brogan
Print/Type Name

Title: President

Date signed

Witness
Mary A. Mertz
Print/Type Witness Name

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AND LEGALITY
General Counsel
Florida Atlantic University
3/12/04

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of March 2004, by Frank T. Brogan, as President of Florida Atlantic University. She/he is personally known to me or produced _____ as identification.

Lillian DuKate
Notary Public, State of Florida

Print/Type Notary Name
Commission Number:
Commission Expires:

Lillian DuKate
MY COMMISSION # CC946752 EXPIRES
September 8, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT A

PROPERTY

Youth Camp Description

The lands lying north of the Stumpers Grade, west of that portion of the Youth Camp road (trail 14/15) between the buggy bridge and Stumpers Grade, south and west of Game Canal, and easterly of the Youth Camp firebreak all as shown on the attached aerial photograph and drawings, attached and titled "Youth Camp Boundary". This area, being 252.65 acres, more or less, is located wholly within the southern half of section 36, Township 41 South, Range 40 East; the eastern half of the southern half of section 35, Township 41 South, Range 40 East; and the northern eighth of Section 1, Township 42 South, Range 40 East.

YOUTH CAMP BOUNDARY

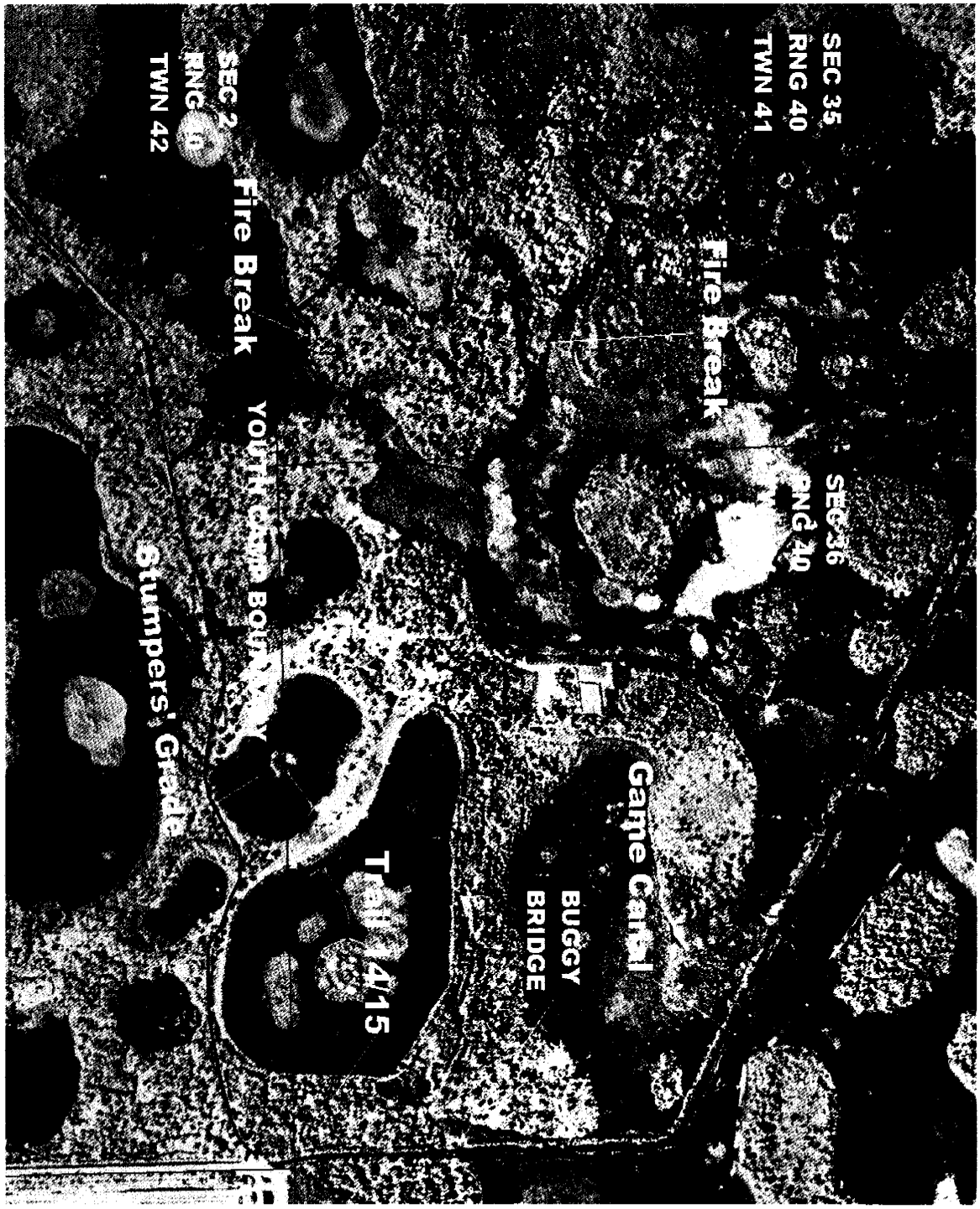

EXHIBIT B

SCOPE OF OPERATION

The Everglades Youth Camp shall be used and maintained by FAU as a residential environmental learning center and youth camp, and shall offer environmental education programs that reflect the overall mission of FWC to conserve and manage fish and wildlife resources, as set forth herein.

These duties and responsibilities set forth in this Scope of Operation are in addition to those listed in the body of this lease agreement.

I. Duties and responsibilities of FAU. Under this lease FAU shall take over possession of the Property, and assume operation of all existing facilities and improvements on the Property in all respects, except as specifically set forth in this Agreement. This includes but is not limited to all financial obligations pertaining to the Property and improvements, all maintenance and improvement of facilities and utilities on or serving the Property, and the operation of the FWC programs currently operated on the Property, except as specifically set forth in this Agreement. It is understood that the facilities and utilities on or serving the Property are old and, in many cases, in need of repair, renovation or replacement. In particular the parties understand that the sewer plant necessary to serve the Property and improvements is in need of renovation or replacement in the near future, and that such work will likely be expensive and time-consuming. FAU assumes possession of all improvements on or serving the Property "as is."

FAU's minimum obligation to FWC regarding operation and maintenance of the Property and facilities is to maintain and operate the Property at the current level of functioning (i.e., as of the effective date of this lease), or better, during the full term of this lease. This minimum obligation includes maintenance and renovation of the sewer plant as necessary to maintain the current level of functioning. FAU, at its option, may further improve the Property or facilities, upon prior approval of FWC, and so long as all legal requirements pertaining to the Property are met. Ownership of improvements made by FAU shall be subject to paragraph 16 of this lease; provided that the parties may by amendment to this lease alter such ownership provisions as to specific improvements.

A. Operation of Everglades Youth Camp. FAU agrees to operate the Everglades Youth Camp (including the Property and all improvements) at the current or better level of service. Accordingly FAU shall (subject to FWC's Duties and Responsibilities as set forth in II, below):

1. Assume financial responsibility for all operating expenses necessary to operate the Property and facilities thereon. This includes all responsibility for repair, maintenance and replacement of physical structures and plants; equipment purchases; capitol improvements; promotions; programming; all licenses and permits; utilities deposits and payments and all other financial responsibilities pertaining to the Property and facilities, and any improvements deemed necessary by FAU. Any losses to the Property or improvements from damage or theft are the responsibility of FAU.

2. Assume all financial responsibility for salaries, workers compensation, and all employment issues of every kind for all persons working on the Property. To the extent FAU continues the employment of persons employed with the youth camp, FAU shall assume all employment obligations and responsibilities for such persons beginning July 1, 2004.

3. No later than June 30, 2004, FAU shall transfer all utilities and services into the name of FAU, including but not limited to Florida Power and Light, Waste Management, water, sewer, telephone and Bishop Environmental.

4. No later than June 30, 2004, FAU shall transfer into the name of FAU all licenses, permits and permissions necessary or appropriate to operate the Property and all improvements. Establish FAU as the point of contact (and permittee, licensee or user) with Palm Beach County Health Dept, South Florida Water Management District, and any other applicable agencies at federal, state, regional or local level. This includes but is not limited to the licenses, permits or other permissions for the water well, sewer treatment plant, and other utilities.

5. Honor existing FWC contracts and agreements pertaining to the Property and facilities, including: all rental contracts existing on the effective date of this Agreement; the contract with Thriva to handle camper registrations through December 31, 2005; and an agreement with Hillsborough Community College to conduct the week long, annual Prescribed Burn School. It shall be FAU's responsibility to coordinate with FWC to see that these contracts and agreements are transferred to FAU. Fees collected from these contracts shall go to FAU.

6. This lease shall be subject to the residential lease agreement between FWC and an individual FWC law enforcement officer, for the site on the Property currently occupied by Major Brett Norton and a trailer owned by Major Norton. Following termination of Major Norton's residency, and during the term of this Agreement, FWC may request that FAU make this or a similar site available for the residence of FWC staff , and FAU will not unreasonably refuse such request.

7. FWC will continue to have full management control of the existing food plot behind the shooting range, and this Agreement shall be subject to that continued management by FWC.

8. FAU shall undertake background screening and fingerprinting as it deems necessary for staff working or staying overnight on the Property at times when juveniles are present, in order to ensure that the background of such staff is appropriate for working and living with juveniles.

B. Programming, Rentals and Fees. FAU shall:

1. Coordinate all programs on the Property with FWC. On or before April 1 of each calendar year, FAU will provide FWC a calendar with related information describing the programming and materials planned for the Property for the succeeding FWC fiscal year beginning July 1. Within 30 days after receipt of the FAU calendar, FWC may object to a program or part of a program; and in that event FAU and FWC will make a good faith effort to resolve any differences in regard to that program or part of a program. If the parties cannot thereby resolve their differences, that program or part of a program will not be held on the Property. For programs not reflected on the annual calendar, FAU shall obtain FWC approval for such programs and uses at least 30 days prior to starting any such programs and uses. The following programs are approved and will not require approval when implemented (although placement on the annual calendar is still required): Families Understanding Nature (F.U.N. Camp); Adventure Days; Holiday Camps; programs for school groups pre-K to Grade 12 (public, private, home school) after-school programs; ecosystems of South Florida for adults and teachers; programs/courses/seminars related to academic degrees at Florida Atlantic University which relate to South Florida ecosystems; courses and programs on outdoor living and camping skills; Elderhostel programming; educational opportunities for teachers and environmental professionals related to Ecosystems of South Florida; and scientific study of the natural areas, flora and fauna.

2. FAU shall also provide an annual program performance and financial report delivered no later than October 1 of each year regarding programs provided on the Property during the preceding FWC fiscal year. Annual program performance shall be in accordance with Section I.B.4 of this contract. A copy of this report must be sent to the contract manager and another sent to FWC's Office of Inspector General, Attention: Director of Auditing, 620 S. Meridian St., Tallahassee, Florida, 32399-1600.

Electronic versions of the report are acceptable.

3. Provide only programs which are consistent with FWC mission and goals, which comply with U. S. Fish and Wildlife requirements pertaining to grant funding for the original public purchase of the Property, and which are consistent will all applicable laws, regulations and ordinances. In no event will programs which are not consistent with this paragraph be permitted on the Property.

4. Operate the FWC summer youth residential camping program, including:

a. Comply with the standards of the American Camping Association (ACA), and maintain ACA certification on a continuing basis; provided that the provisions of this Agreement shall supercede any conflicting statements in the ACA standards to the extent of such conflict.

b. Maintain current programming with a wildlife conservation/everglades ecosystem focus.

c. Continue to offer FWC Hunter Safety as a part of the summer program.

d. Maintain youth camp fees at rates that are affordable to all socioeconomic groups, and are in line with fees charged at other similar camps. Annual tuition increases shall not exceed 10%.

e. Include evaluation methodologies for programming as appropriate.

5. Permit FWC additional use of the Property and facilities, or parts thereof, free of charge, as described in this paragraph. FWC shall provide FAU with an annual calendar for all FWC uses by March 1 of each calendar year for the succeeding FWC fiscal year. FAU shall confirm dates and notify FWC by April 1. A "use" by FWC is defined for purposes of this paragraph as any three days (for example, Thursday 5:00 PM through Sunday 5:00 PM). The parties may adjust the beginning and ending times for FWC uses by mutual agreement. If requested dates are unavailable a mutually agreeable replacement date will be determined. When EYC facilities are utilized by FWC, FWC is responsible for facilities and grounds cleanup. Damages or theft occurring as a result of FWC utilization will be the responsibility of the FWC.

a. FAU shall allow FWC to have four (4) exclusive, free of charge, uses per year of the camp for programs such as Project WILD/Outdoor Adventure, Becoming an Outdoor Woman, Hunter Safety and Law Enforcement Reservist training. It is understood that Project WILD and Becoming an Outdoor Woman weekends begin on Friday morning and end on Sunday, and that staff arrives on Thursday morning to set up in dining hall and requires lodging in either cabins or tents overnight.

b. FAU shall allow FWC's Hunter Safety program an additional eight (8), non-exclusive uses free of charge, including use of the dining hall, with unlimited use of the shooting range.

c. FWC will be allowed to utilize the camp at additional times without charge, whether or not calendared, provided there is no conflict with FAU use as determined by FAU.

d. FWC must comply with reasonable FAU policies and procedures that apply to operation of the camp, including but not limited to required employee food service certifications, to the extent those policies and procedures are not in conflict with this Agreement, FWC policy or law; provided that FWC has received annual written notice (as set forth below) of such policies and procedures prior to the date of FWC utilization of the camp or part thereof. FAU's initial camp policies and procedures as they apply to FWC use shall be submitted for review to FWC no later than April 1, 2004. Thereafter FAU may submit revisions to its FWC-use policies and procedures no more frequently than once annually, by March 1 of each year. FWC shall have 30 days after receipt of the proposed policies and procedures or revisions thereto to make objection to any policy or procedure it feels is unreasonable. FAU and FWC will negotiate in good faith to resolve any differences as to the wording or application of policies and procedures.

e. FWC uses of the camp will not include use of the kitchen; provided that FWC may no later than 20 days in advance request unlimited or limited use of the kitchen, which request will not be unreasonably refused by FAU. Upon any such use by FWC, FAU may impose reasonable requirements including but not limited to a food service permit provided by FAU's Food Safety Program, proof of liability insurance for any caterer or other private contractor, and compliance with applicable FAU camp

policies and procedures, rules and law.

6. In addition to FWC use set forth in paragraph I.B.5 above, FAU will permit FWC to place a portable building at its own expense at the archery range for use primarily by the Hunter Safety program. When not in use by Hunter Safety, FAU may utilize the portable for other programming. Use of the portable during FAU's summer camping season is primarily for use in the Rangers (Hunter Safety) program offered during summer camp but may be used when available for other programming. The portable building will be maintained and repaired as a regular part of the EYC facilities by FAU with electrical power provided by FAU. FAU must provide access to restrooms or provide portable toilets for all programming held at the portable. If the portable is damaged beyond repair FAU and FWC shall negotiate in good faith to cost share and replace it with a mutually agreeable substitute. If repairs or replacement is required, FAU shall negotiate with Hunter Safety to accommodate scheduled Hunter Safety programs elsewhere on the premises, as space is available, until the replacement or repairs are completed. If a suitable replacement is fiscally unfeasible, then two additional free-of-charge, non-exclusive uses per year (to include full dining hall seating) shall be added to the eight non-exclusive uses allowed the Hunter Safety programs under paragraph I B 5 above. An additional four Hunter Safety classes may utilize the Pavilion, Restroom and Shooting Range areas only but not the dining hall. Class size utilizing the Pavilion area is limited to 50.

7. When EYC facilities are not in use by FAU or FWC, FAU may rent the facilities to other groups whose mission and use of the Property and facilities is consistent with the requirements of this lease. FAU may waive all or part of rental fees for non-profit organizations. Whenever possible groups which have provided and continue to provide volunteer assistance on the Property (e.g. Airboat and Halftrack Club, and Florida Sportsman's Conservation Association) will be given preference in filling rental vacancies determined by FAU to be available for non-profit organizations.

8. FAU shall be responsible for imposing and collecting all fees and other revenue generated by the Property and improvements, and any programs thereon, including rentals, sale of products, and other revenue of every kind. All such revenue, excluding revenue collected by FWC for FWC-administered programs during weekends reserved by FWC use (e.g. Project WILD/Outdoor Adventure, Becoming an Outdoor Woman), shall belong solely to FAU. Fees and revenue received by FAU under this lease shall be used by FAU to support FAU activities relating to the Property under this lease. Funds collected after the effective date of this lease shall be directed to FAU, to the extent possible in accordance with applicable law. Income from the concession sales and facilities rentals from July 1, 2003 to the effective date of this Agreement, held in the EYC account of the Wildlife Foundation of Florida, shall be released to FAU as soon as possible after the effective date of this Agreement. No part of fees for public use of the Corbett Wildlife Management Area are included in this Agreement; such fees shall continue to be collected by FWC.

C. Maintenance, repair, renovation and replacement of improvements and facilities. FAU shall (subject to FWC's Duties and Responsibilities as set forth in II, below):

1. Provide all general maintenance and upkeep, minor and major, including but not limited to, electrical, plumbing, mechanical, and structural, for all grounds (mowing and clipping), permanent and temporary buildings and improvements, dining hall and kitchen, shooting range, boardwalks and water and sewer plants. Existing plaques and dedications honoring donations and assistance to the EYC shall remain, unless otherwise approved in writing by FWC.

2. Maintain neatness and cleanliness of the Property and all improvements, including but not limited to all bathrooms, sleeping quarters and kitchen. Abide by all state and local health and sanitation requirements.

3. Maintain, repair, renovate or replace existing waste water and sewage treatment plants.

4. Repair, renovate or replace existing improvements and structures, and improvements and structures added by FAU.

5. Maintain all roads and parking within the Property to a level adequate to serve the programs on the Property. It is understood that the roads outside the boundaries of the Property that provide ingress and egress will be maintained by FWC to standards set in the sole discretion of FWC. Should FAU wish to maintain such roads outside the Property at a higher standard, it may do so with the prior approval of the FWC. FAU may request the assistance of FWC in the maintenance of roads within the boundaries of the Property, and FWC may agree to so assist FAU.

6. Maintain the Hungryland Boardwalk and parking area at the current service level pertaining as of the effective date of this lease, or better. FAU will permit general public access (non-camp public access) through the Property to the Hungryland Boardwalk and parking area.

7. All maintenance, repair, renovations, replacement and construction by FAU must comply with all applicable federal, state, regional and local laws, regulations and ordinances, including the Americans with Disabilities Act.

8. Construct or place any new, affixed (permanent) structures, capital improvements, and temporary structures and facilities, as determined to be necessary by FAU. All aspects of planning, design and construction of all permanent and temporary structures and facilities (including signs) must be approved in writing in advance by FWC, and if applicable by the United States Fish and Wildlife Service (in accordance with the original grant for purchase of the Property). It shall be the sole responsibility of FAU to obtain and pay for all licenses, permits and approvals pertaining, required or appropriate for construction or placement of new permanent or temporary structures.

9. Although the right of the parties to terminate this Agreement for any reason in accordance with the last sentence of paragraph 20 is considered an essential consideration in this Agreement, the intent of the parties is that - to the extent possible - FAU get the benefit of the use or value of fixed capital improvements added to the Property by FAU. Therefore the parties agree as follows:

a. At the time FAU decides to construct a new structure or renovate an existing structure, FAU may request that FWC waive its right to terminate this Agreement for the convenience of FWC for a reasonable time to permit FAU to get the benefit of the value of its investment in such structure. FWC will negotiate in good faith to waive the right to terminate for convenience in order to permit FAU to use such structure for a reasonable time relative to FAU's investment.

b. Lacking such agreement, and in the event FAU adds a new structure or renovates an existing structure and FWC terminates this Agreement for the convenience of FWC prior to the reasonable depreciation of such new structure or renovation, FWC will, upon the request of and with the assistance of FAU, submit a legislative budget request (LBR) to reimburse FAU for the depreciated value of such new structure or renovation. FAU will provide all documentation necessary for the LBR pertaining to the amount requested, including but not limited to documentation and justification of the depreciated value. If the LBR fails to be funded in the next legislative session FWC will - if possible taking into consideration the reasons behind the termination of this Agreement by FWC - permit FAU to continue for a reasonable period after such termination the use of any new structure added by FAU. The terms for any such continued use by FAU will be upon mutual agreement of the parties.

D. Equipment. FAU agrees as follows:

1. FAU agrees to receive ownership of the inventory of FWC equipment, tangible personal property and non-expendable items located on the Property as of the effective date of this lease (all collectively referred to as the "Personal Property"). The Personal Property inventory is attached to and made a part of this lease as Exhibit C. The inventory includes all equipment and personal property listed on the FWC property inventory required by law, as well as equipment and personal property not so listed. The inventory shall be updated and maintained by FAU during the term of this lease, and made available to FWC upon request. FWC may inspect all equipment and personal property located on the Property at any reasonable time.

2. As part of the consideration for this lease, the title to all items on the Personal Property inventory is hereby transferred to FAU for FAU's use on the Property in accordance with this lease. FAU accepts the Personal Property "as is" in all respects. This transfer of title shall be subject to FAU's responsibility to re-convey the Personal Property and replacement items to FWC upon lease termination as set forth below.

3. FAU shall have ownership and use of the FWC Personal Property for all appropriate purposes under this lease. FAU is responsible for the implementation of adequate maintenance procedures to keep the FWC equipment in good operating condition. When an item of Personal Property owned by FAU is no longer serviceable or useful to FAU, FAU shall replace that item with another item of at least equal value and usefulness. The five vehicles (two golf carts, 1999 Chevy van, 2000 Chevy PU and swamp buggy) shall be returned to FWC (with ownership converted to FWC), to be disposed of in accordance with state law, when FAU no longer has use for such items. Upon any termination of this lease, FAU shall immediately re-convey to FWC all items on the Personal Property inventory, including replacement items of similar value and usefulness in each instance where the original item is no longer available. FAU will also upon any termination of this lease provide documentation of surplus disposition, and replacement of, items of Personal Property .

4. FAU is responsible for any lost or damaged items of Personal Property. FAU is responsible for replacement of any lost or damaged items of Personal Property within 60 days of determining that the item is missing. FAU will ensure that all reasonable efforts are made to secure the Personal Property.

5. Any FAU-owned equipment or personal property (that is, equipment or personal property not on the Personal Property inventory (Exhibit C), and which does not replace an item of Personal Property on that inventory) will remain the property of FAU.

E. Miscellaneous responsibilities. FAU shall:

1. Develop and maintain an emergency evacuation plan and procedure for events of fire, hurricane, and other acts of god, and terrorism.

2. Be responsible for the safety of all activities on the Property, including but not limited to development and maintenance of safety protocols (including transportation emergency procedures and programmatic emergency procedures) for all such activities. This includes but is not limited to protocols for waterfront, shooting range and offsite (e.g. snorkeling, kayaking and fishing) activities.

3. Ensure that staff have all certifications which are required by law or otherwise appropriate, such as RN, LPN, EMT, CPR, lifeguard certificate etc.

4. Incorporate recognition of the FWC as the landowner of the J.W. Corbett Wildlife

Management Area in signs and written materials.

5. Obtain permission from the FWC management area biologist for activities and operations outside the Property boundary that may conflict with or otherwise affect FWC management of the Corbett Wildlife Management Area. FAU must obtain a permit from FWC for any activities (whether on or off the Property) which require a permit under FWC rules and applicable law. FAU may not engage in activities not in accordance with the rules for the Corbett Wildlife Management Area, unless a permit is available for such activities and FAU obtains such a permit from FWC.

6. Registered camp participants will not be required to pay the day-use fee for the wildlife management area for camp activities outside the Property boundary, so long as those activities or operations are part of an FAU program which has been previously approved by FWC. FAU will coordinate with FWC staff at the Corbett Wildlife Management Area to identify the groups and individuals not required to pay fees.

7. Provide FWC with an annual performance and financial report no later than October 1of each calendar year relating to the preceding FWC fiscal year.

8. Honor the contract between the Friends of Corbett (FOC) and FWC, and maintain the advisory role of FOC as a non-profit, 501(c)(3), support group. Two representatives of FOC shall be appointed to participate on FAU's Pine Jog Environmental Education Center Board of Directors. FAU will allow FOC to use the EYC facility and grounds free of charge for events and programs which benefit the EYC or Corbett Wildlife Management Area, including the FOC annual meeting; provided that such use shall be contingent upon coordination with FAU to determine available dates. FOC may submit an annual calendar to FAU by March 1 of each calendar year.

9. Coordinate with FWC and the FWC area biologist with regard to all matters pertaining to management of the Property, including but not limited to exotic plant control, controlled burning, road maintenance, public use of the Property, and any other issues of mutual concern.

10. Ensure that all staff and participants uphold all state and federal fish and wildlife laws.

II. <u>Duties and responsibilities of FWC.</u> FWC will:

1. Continue to be the primary land manager of the Corbett Wildlife Management Area, including the Property. All decisions as to overall land management of the area will be made solely by FWC. FWC will coordinate with FAU as to matters affecting the Property, or FAU programs. FWC will have full access to the Property and improvements at all times. The FWC point of contact for day-to-day land management issues pertaining to the Property and the Corbett Wildlife Management Area will be the Corbett Wildlife Management Area Biologist.

2. Although FAU has agreed to assume operation and financial responsibility for the Property and facilities as of the execution of this Agreement, FWC will provide the following funding and support:

a. FWC will pay for utilities, salaries and benefits, routine maintenance, routine repairs, and operation expense to the extent of its ability to do so through its 2003-04 legislative appropriation for the Everglades Youth Camp, which terminates June 30, 2004; provided that invoices must be submitted not later than June 1, 2004. This obligation of FWC excludes FAU-initiated items, including but not limited to printing and distribution costs for program publications and any advertising, food, registration costs or additional staff for any programming that occurs after the effective date of this lease.

b. In addition, it is understood and agreed that for repairs of major breakdowns or repairs in facilities on or serving the Property, FWC will pay upon the reasonable request of FAU, up to a total FWC contribution of $100,000 for all such repairs. The time period these funds are available is from July 1, 2004 through April 30, 2005. All costs exceeding the FWC contributions will be the responsibility of FAU. FWC will not have any obligations in this regard other than the payment of funds; FAU will be responsible for all repair, maintenance and replacement in accordance with this Agreement. FWC's obligations in accordance with this subparagraph II.2.b. are contingent upon and subject to Legislative appropriation of that portion of documentary stamp funds appropriated to pay for management of non-CARL wildlife management areas. In order that FWC can maintain reasonable budget and expenditure controls, FAU must submit invoices for FWC contributions under this subparagraph II.2.b.no later than April 30, 2005. Requests for reimbursement to FAU for repairs described above are subject to approval by FWC, whose approval shall not be unreasonably withheld. Payments to FAU, if any, will be made by separate contract in accordance with Chapter 287 Florida Statutes.

3. Authorize the camp manager to maintain an approved residence on site. Prior FWC approval is required to make external changes to the residence, or to its location.

4. Authorize FAU exclusive use (with exceptions noted above) of the Property and improvements for the purpose of providing wildlife-oriented environmental education programming and research.

5. Provide pond fish stocking and teaching assistance as budget, staffing and time allow. Appropriate fish species for any stocking by any party will be determined by the regional freshwater fisheries biologist.

6. FWC will provide exotic plant control and controlled burning for the Property and surrounding management area. If FAU wishes to provide additional exotic plant control or controlled burning, it may do so only with FWC's prior approval. FAU may not plant any plant species considered by FWC to be exotic or invasive, nor will FAU release any animal species on the Property, without prior approval from FWC.

7. As to any duty, responsibility or performance by FWC under this lease which may be affected by legislative appropriation, FWC's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

8. Remove all surplus, non-functional equipment including the damaged mobile home, as budget and personnel resources allow.

9. Remove all the materials, firearms and other inventory currently stored in the buildings of the EYC and belonging to the Hunter Safety Program at the time the effective date of this Agreement. At the request of FWC, FAU will designate a site on the Property for FWC to place a storage unit to store firearms, ammunition and other items pertaining to the Hunter Safety Program or other FWC programs.

10. Collaborate on mutually agreed projects and grant applications for the benefit of the Property and facilities, Florida Atlantic University and or the Commission.

11. Through the provisions of FS 112.24, Intergovernmental Exchange of Public Employees, FAU and FWC may permit interested and approved employees of FWC to participate as staff for summer youth camp, or in other FAU programs on the Property.

Attachment C
Non-Consumable Camp Property

From Property List (Item)	Serial Number
Golf Cart Club Car (30361)	A831243262
1999 Chevrolet Van FWC167 (45521)	1GAHG39R3X1149078
2000 Chevy 2500 PU 4X4FWC366 (45783)	1GCGK29ROYF412692
1995 EZ-GO Electric Golf Cart (45894)	
Swamp Buggy (111341)	
Vulcan Pizza Oven (11005)	
Jackson Dishwasher (11014)	02608
Grazer Lawn Mower (26302)	0505657
Meat Slicer (36024)	782126
6-Burner 24"Griddle Gas Stove (36988)	
Ransomes Lawnmower (43231)	9467020452
Hobart 20 QT Mixer (43293)	
Gas Char-Broiler (43606)	
Minolta Copy Machine (46098)	3L708510
Accordion Partitions (47976)	
Computer Dell Laptop (109021)	J7L1G11
Water Filtration Tank (109179)	MAG114020043
Water Filtration Tank (109180)	MAG114020044
Water Filtration Tank (109181)	MAG114020042

Office Inventory

Items	Number of items
Laminator	1
Air Conditioner	1
Answer Machine	1
Telephone	1
Desk	2
Storage Shelf	1
File Cabinets	2
Office Chairs	2

Mobile Verizon Telephones with chargers	4
Canon Multipass fax and printer	1

Books/Manuals Inventory

Book/Manual	Number of item
ACA Standard Manuals	2
Summer Camp Program Manual	1
Staff Training Manual	1
Other Program Manual	1
Training Terrific Staff	1
Keepers of the Animals	1
Keepers of the Night	1
Keepers of the Earth	1
Keepers of Life	1
Owls on Silent Wing	1
Friendship Bracelets	1
How to Play with Kids	1
Camp Boating	1
Nature Crafts for Kids	1
Wading into Wetlands	1
Earth Friendly Outdoor Fun	1
Earth Friendly Holidays	1
Great Fundraising Activities	1
Stop the Watch	1
Raindrops Keep Falling on My Tent	1
Simple Tent Camping	1
Parachute Games	1
Wetlands	1
Common Marsh, Underwater and Floating Leaved Plants	1
Plants in Wetlands	1

Florida Wild Flowers	1
Habitats	1
Camper Care	1
Camp is for the Camper	1
Team Building through Physical Challenges	1
Take a New Bearing	1
Super Staff Supervision	1
Walking Your Talk	1
How to be a Great Camp Counselor	1
In the Trenches	1
Dynamite Counselors Don't Explode	1
Connecting Kids Exploring Diversity Together	1
Trail Signs	1
Life Lines and Safety Nets	1
Outdoor Living Skills Program Manual	1
For Their Sake	1
Cub Scout Songbook	1
The Skit Book	1
The Summer Camp Handbook	1
Basic Camp Management	2
OLS Field Guide	1
OLS Instructor's Manual	1
Jack Pearson's Copy Critters	1
The Nature Specialist	1
Tom Brown's Field Guide to Nature and Survival for Children	1
Tom Brown's Field Guide Nature Observation and Tracking	1
Tom Brown's Guide to Edible and Medicinal Plants	1

Education Storage Room Inventory

Item	Number of items
paper cutters	2
rubber track casts	20
Tripod easel	1
button making press	1
lighted black ;hand scopes	7
magiscopes	5
binoculars	10
compasses	20
rubber tracks and scat sets	1 each
screen sieves	2
Guide books: Peterson	
wildflower	4
birds	3
butterflies	1
insects	1
reptile & amphibian	1
Golden Guide:	
Trees	1
Fla. Poisonous plants	1
Golden Guide-Pond life books	9
sieve nets	8
green small nets	4
canvas tents	6
bins of camping equipment	2
Overhead Projector	1

Cabin Inventory

Cabin	Items in each cabin
1	10 bunks with 20 mattresses; 10 shelves; 1 air conditioner; 1 fire extinguisher; 1 garbage can; 1 clothes line
2	10 bunks with 20 mattresses; 10 shelves; 1 air conditioner; 1 fire extinguisher; 1 garbage can; 1 clothes line
3	10 bunks with 20 mattresses; 10 shelves; 1 air conditioner; 1 fire extinguisher; 1 garbage can; 1 clothes line
4 (bathroom)	7 bunks and 1 bed with 17 mattresses; 8 shelves; 1 air conditioner; 1 fire extinguisher; 1 garbage can; 1 clothes line
5 (bathroom) - Health Center	4 bunks and 1 bed with 9 mattresses; 5 shelves; 2 air conditioners; 2 storage units; 1 refrigerator, 1 desk, 1 fire extinguisher; 1 microwave
6 (bathroom)	7 bunks and 1 bed with 17 mattresses; 8 shelves; 1 air conditioner; 1 fire extinguisher; 1 garbage can; 1 clothes line
7	10 bunks with 20 mattresses; 10 shelves; 1 air conditioner; 1 fire extinguisher; 1 garbage can; 1 clothes line
8	10 bunks with 20 mattresses; 10 shelves; 1 air conditioner; 1 fire extinguisher; 1 garbage can; 1 clothes line
9	10 bunks with 20 mattresses; 10 shelves; 1 air conditioner; 1 fire extinguisher; 1 garbage can; 1 clothes line
10	10 bunks with 20 mattresses; 10 shelves; 1 air conditioner; 1 fire extinguisher; 1 garbage can; 1 clothes line

Pavilion / Lounge Inventory

Item	Number of items
10' Picnic Tables	7
8' Picnic Tables	4
Refrigerator	1
Pool Table	1
Microwave	1
Television	1
Air Conditioner	1

Dining Hall Inventory

8' Tables	20
6' Tables	2
Folding Chairs	160
AMP System	1
Television	3
Display Cabinets	2
Water Cooler	1

Waterfront/ Fishing/ Archery Inventory

Item	Number of Items
Lifeguard stand	1
canopies	2
aluminum canoes	10
fiberglass canoes	5
paddles	50
Personal Floatation Device	50
rescue tubes	4
Rescue backboard	1
sailboats	2
cane poles	10
rods and reels	10
targets	12
compound bows	12

Kitchen Inventory

Item	Number of Items
Refrigerator (036989)	1
toaster (036023)	1
salad bar	1
bread cart	1
GE microwave	1
metal 3 tiered cart	1
metal 2 tiered cart	1
metal 4tiered cart	1
183/4 x 20 3/4 x 1 1/4 pan	2
24 3/4 x 163/4 x 1 pan	24
knives	160
steak knives	22
teaspoons	160
forks	160
large plates	160
small plates	100
bowls	100
9 oz. cups	100
coffee cups	50
2 1/4 x24x16 pan	1
lg. Wire funnel	1
sm wire funnel	1
sifter	1
24 cupcake baking pan	4
12 cupcake baking pan	3
lg. Cylinder salad bar container	5
Salad bar metal container w/lid	1
sm. Containers for salad bar	3

steamer basket	1
grater	1
oval serving trays	9
6x5x9 metal container w/lids	3
4x5x11 container w/lid	3
6x5x10 3/4 plastic container	2
md. Metal mixing bowl	6
lg. Metal mixing bowl	3
Lg. metal cylinders	2
6x10x18 metal pan	3
4x10x19 metal pan	6
2x8 ½ x12 3/4 rect. Colander	2
measuring cups	2
metal drink containers	2
glass bowls	2
5 gallon drink coolers	2
10 gallon drink coolers	5
14 ½ skillet	1
10 skillet	1
12x6 pot	2
9 x 4 ½ pot	1
11x6 pot	1
9 1/2 x 4 colander	1
18 ½ x 9 ½ pot	3
17 x 17 ½ pot	1
Farberware knife set	1
tongs 15 3/4	2
tongs 12 3/4	1
tongs 9	1
tongs 9 ½4	1
whisks	2

funnels	3
spatulas	2
serving forks	3
ladles	15
ice cream scoop	1
serving spoons	10
pizza cutters	3
dough rollers	2
Walk-In Freezer	1
Walk-In Refrigerator	1

11.2.3 Contract #13510

WG#89

CFN 20050487608
OR BK 19023 PG 1733
RECORDED 08/04/2005 11:34:32
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1733 - 1754; (22pgs)

R2005 - 1178

EASEMENT

THIS EASEMENT, made and entered into this 3rd day of August 2005, between the State of Florida Fish and Wildlife Conservation Commission, a State of Florida Constitutional agency, successor to the Florida Game and Freshwater Fish Commission, (hereinafter referred to as "FWC" "GRANTOR" or "managing agency"), and Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "GRANTEE" or "COUNTY".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is a part of the J. W. Corbett Wildlife Management Area (hereinafter referred to as "Corbett"), which is managed by FWC; and

WHEREAS, GRANTEE desires five easement areas, each which are separately described herein below, within Corbett for the following uses and purposes:

1. Easement Area A (as described in Exhibit A hereof): A road right-of-way easement to accommodate the planned expansion of Seminole Pratt Whitney Road (approximately 5.17 acres),

2. Easement Area B (as described in Exhibit B hereof): A canal easement to allow for construction of a canal maintenance road (approximately 2.91 acres),

3. Easement Area C (as described in Exhibit C hereof): An electrical substation easement for Florida Power & Light Company ("FPL") to construct, operate and maintain an electrical substation and all necessary activities in connection therewith. (approximately 6.37 acres),

4. Easement Area D (as described in Exhibit D hereof): A road right-of-way easement to accommodate improving the Bee Line/Seminole Pratt Whitney intersection and railroad crossing just to the south of that intersection (approximately 1.63 acres), and

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5. Easement Area E (as described in Exhibit E hereof): The planned construction of a "canal/flow way", by the South Florida Water Management District (SFWMD)(approximately 13.92 acres); and

WHEREAS, the managing agency has agreed to the proposed uses of the five Easement Areas under this instrument.

NOW THEREFORE, GRANTOR, for and in consideration of the mutual covenants and agreements hereinafter contained, have granted, and by these presents does hereby grant unto Grantee, exclusive easements in the following described real property, in Palm Beach County, Florida, to-wit:

(See Exhibit "A", "B", "C", "D" and "E" attached hereto and incorporated herein by reference) (The above described easement areas are collectively described herein as Easement Areas and individually described as Easement Area A, Easement Area B, Easement Area C, Easement Area D and Easement Area E).

The foregoing grant of easements is subject to the following terms and conditions:

1. TERM: The term of this Easement shall be perpetual.

2. USE AND MAINTENANCE OF PROPERTY; CORBETT ACCESS; WASTE: The use of the Easement Areas shall be limited to the uses as defined and permitted above together with the right to construct, operate, maintain, alter, enlarge, repair, replace, and modify improvements for such uses therein, including, without limitation, roads, sidewalks, hiking and equestrian trials (such trails shall be permitted in Easement Areas A and B only), canals (canals shall be permitted in Easement Area E only), pumps, poles, wires, guys, cables, conduits, anchors, pipelines, appurtenant equipment for communication purposes, structures, pipes, ditches, landscaping, irrigation, lighting, traffic signals, utilities, other related appurtenant improvements, and ingress and egress across the Easement Areas. Grantee shall have the right to

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permit other utility providers using the public road rights-of-way to utilize Easement Areas A and D for transmission purposes. This Easement shall be exclusive.

GRANTOR, as the managing agency for Corbett, currently maintains ingress and egress for the public and general management access to Corbett across portions of the Easement Areas. GRANTOR and GRANTEE agree that this access will be continued uninterrupted as it now exists; provided that the existing access will be terminated upon completion and GRANTOR acceptance of an easement and alternative access provided by GRANTEE. As part of GRANTOR's acceptance of such easement and alternative access, GRANTOR must approve the location, design and construction of such alternative access. In addition, GRANTEE may request temporary alterations to the existing Corbett access during construction on the Easement Areas, provided such temporary alterations do not reduce the quantity or quality of Corbett access, and provided GRANTEE obtains prior approval from GRANTOR for such temporary alterations.

GRANTEE shall not damage nor permit damage to adjacent real property (including natural resources and wildlife) owned by GRANTOR through any use of the Easement Areas. GRANTEE shall not remove water from any source on the Easement Areas including, but not limited to, a watercourse, reservoir, spring, or well, in a manner which adversely affects the quantity or quality of water on adjacent real property owned by GRANTOR, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris and refuse including, but not limited to, cleared vegetation, containers, papers, discarded tools and trash and dispose of the same in a satisfactory manner as to keep the Easement Areas clean and free of 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

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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 which is a result of GRANTEE'S operations and use of the subject property.

3. 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. Notwithstanding the foregoing, GRANTEE may assign the following portions of the Easement with all requirements and obligations of this Easement, provided any such assignment is in the form set forth in Attachment 1 hereof which contains a full assumption by the assignee of all GRANTEE'S obligations under this Easement:

a. Easement Area C to Florida Power & Light Company (FPL), together with portions of Easement Area E as determined by GRANTEE, and a fifty foot (50') wide crossing strip within Easement Area B from Easement Area C to Easement Area E.

b. Easement Areas B & E (subject to FPL use, if any) to SFWMD.

After any such assignment, the term Easement Areas as used herein, when applied to County, shall no longer include the particular Easement Area(s) assigned; provided that the County will remain responsible for its obligations under this Easement prior to the assignment. The County will provide the GRANTOR a copy of any assignment within a reasonable time after the date of the assignment. Any assignment other than an assignment on the form set forth in Attachment 1 from GRANTEE to FPL, or GRANTEE to SFWMD, shall be void and of no legal effect if made without the prior written consent of GRANTOR.

4. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right upon reasonable prior notice

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to inspect the Easement Areas and the works of GRANTEE in any matter pertaining to this Easement.

5. 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.

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

7. COMPLIANCE WITH LAWS: GRANTEE shall obtain all applicable permits and comply 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.

8. 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.

9. 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, claim or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property

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described in Exhibit "A", "B", "C", "D" or "E" or against any interest of GRANTOR therein, without GRANTOR'S written agreement. (It is understood that at the time of the assignment to FPL, the interest of FPL in the easement will be encumbered by a blanket mortgage/deed of trust held by Deutsche Bank Trust Company of Americas; however, this lien shall not affect the interest of GRANTOR in the underlying fee.)

10. 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.

11. ENTIRE UNDERSTANDING: This Easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

12. TIME: Time is expressly declared to be of the essence of this Easement.

13. PUBLIC RECORDS: This Easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials relating to this Easement, pursuant to Chapter 119, Florida Statutes.

14. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Areas 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.

15. REVERSION UPON TERMINATION OF USE: This Easement shall terminate as to any Easement Area, and the easement interest revert to the underlying fee interest, upon termination of the use for that Easement Area as described in this Easement. Reasonable delay in commencing to utilize an Easement Area

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will not constitute termination under this paragraph. Upon termination of this Easement or part thereof GRANTEE shall restore the lands for which the Easement is terminated to substantially the same condition as existed on the effective date of this Easement.

16. 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 in which the Easement Areas are located, and shall provide to the GRANTOR a copy of the recorded Easement in its entirety which contains the O.R. Book and Pages at which the Easement is recorded.

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

18. 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.

19. WAIVER OF JURY TRIAL: As part of the consideration for this Easement, 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 Easement.

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

GRANTOR

Florida Fish and Wildlife Conservation Commission, successor to Florida Game and Freshwater Fish Commission

Brenda Collins
Witness
Brenda Collins
Print/Type Witness Name

Witness
Rosemary Mara
Print/Type Witness Name

By: Kenneth D. Haddad (SEAL)

Kenneth D. Haddad, Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
7/1/05
Commission Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of June, 2005, by Kenneth D. Haddad, Executive Director. He is personally known to me.

Jane A. Koerber-Chabre
Notary Public, State of Florida
Jane A. Koerber-Chabre
Print/Type Notary Name

Commission Number:

Commission Expires:

Jane A. Koerber-Chabre
My Commission DD250226
Expires November 07 2007

Approved as to Form and Legality

By: _____
FWC Attorney

Page 8 of 22

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R2005 . 1178

JUN 21 2005

GRANTEE

PALM BEACH COUNTY BY
ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Department Director

STATE OF FLORIDA
COUNTY OF Palm Beach_____

The foregoing instrument was acknowledged before me this 21st day of June, 2005, by Tony Masilotti as Chairman of the Board of County Commissioners of Palm Beach County, Florida. He is personally known to me.

_____
Notary Public, State of Florida

Gloria Madison
Print/Type Notary Name

Commission Number:

Commission Expires:

Gloria Madison
Commission #DD251037
Expires: Oct 19, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

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EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA A.

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LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 12 AND 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF SAID RANGE 40 EAST, N01°25'15"E FOR 334.69 FEET TO THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 41 EAST; THENCE CONTINUE N01°25'15"E FOR 2305.55 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE CONTINUE N01°25'15"E FOR 376.92 FEET TO THE SOUTHWEST CORNER OF THE PLAT OF PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK AS RECORDED IN PLAT BOOK 103, PAGE 108 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N02°47'38"E ALONG THE WEST PLAT BOUNDARY OF SAID PLAT FOR 645.91 FEET; THENCE DEPARTING SAID WEST PLAT BOUNDARY, S15°47'13"W FOR 56.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2382.36 FEET; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 597.34 FEET TO A POINT OF TANGENCY ON A LINE LYING 73.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 861.94 FEET; THENCE S88°34'45"E FOR 13.00 FEET TO A LINE LYING 60.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 2156.88 FEET TO THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 13; THENCE ALONG SAID EAST-WEST QUARTER SECTION LINE, N89°52'25"E FOR 60.02 FEET TO THE POINT OF BEGINNING.

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73' – 60' ROAD R/W

BSM APPROVED
By GT Date 6/22/05

10a
of 22

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT AREA B.

NOT A CERTIFIED COPY

LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 12 AND 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 13, S89°52'25"W FOR 60.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°52'25"W FOR 40.01 FEET TO A LINE LYING 100.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 3019.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2409.36 FEET; THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 604.11 FEET TO A POINT OF TANGENCY; THENCE N15°47'13"E FOR 173.35 FEET TO THE WEST PLAT BOUNDARY OF PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK AS RECORDED IN PLAT BOOK 103, PAGE 108 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID WEST PLAT BOUNDARY, S02°47'38"W FOR 120.04 FEET; THENCE S15°47'13"W FOR 56.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, CONCENTRIC WITH THE LAST-DESCRIBED CURVE, AND HAVING A RADIUS OF 2382.36 FEET; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 597.34 FEET TO A POINT OF TANGENCY ON A LINE LYING 73.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 861.94 FEET; THENCE S88°34'45"E FOR 13.00 FEET TO A LINE LYING 60.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 2156.88 FEET TO THE SAID EAST-WEST LINE QUARTER SECTION LINE OF SECTION 13 AND THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF A 185' FPL EASEMENT, RECORDED IN OFFICIAL RECORD BOOK 765, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH A LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 404.01 FEET; THENCE S88°34'45"E FOR 150.00 FEET TO A LINE LYING 100.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13 AND THE POINT OF BEGINNING; THENCE CONTINUE S88°34'45"E FOR 40.00 FEET TO A LINE LYING 60.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 50.00 FEET; THENCE N88°34'45"W FOR 40.00 FEET THENCE S01°25'15"W FOR 50.00 FEET TO THE POINT OF BEGINNING.

PER CERTIFIED COPY

CANAL MAINTENANCE R/W

11a
of 22

BSM APPROVED
By GT Date 6/22/05

EXHIBIT "C"

LEGAL DESCRIPTION OF EASEMENT AREA C.

NOT A CERTIFIED COPY

LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY LINE OF A 185' FPL EASEMENT, RECORDED IN OFFICIAL RECORD BOOK 765, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH A LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 404.01 FEET; THENCE S88°34'45"E FOR 190.00 FEET TO A LINE LYING 60.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 50.00 FEET; THENCE N88°34'45"W FOR 190.00 FEET TO SAID LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 400.00 FEET; THENCE N88°34'45"W FOR 627.90 FEET TO THE SAID EASTERLY LINE OF A 185' FPL EASEMENT; THENCE ALONG SAID EASTERLY LINE, S34°54'14"E FOR 1060.00 FEET TO THE POINT OF BEGINNING.

BEARING BASIS: N01°25'15"E ALONG THE EAST LINE OF SECTION 13/42/40.

NOT A CERTIFIED COPY

FPL SUBSTATION

BSM APPROVED
By GT Date 6/22/05

12a
of 22

EXHIBIT "D"

LEGAL DESCRIPTION OF EASEMENT AREA D.

NOT A CERTIFIED COPY

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTON 24, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA;

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE EAST LINE OF SAID SECTION 24, SOUTH 00° 27' 06" EAST, A DISTANCE OF 631.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1400.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 79° 24' 22" WEST; THENCE, DEPARTING SAID EAST LINE, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 48' 30", A DISTANCE OF 703.92 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 24; THENCE, ALONG SAID NORTH LINE, SOUTH 89° 56' 23" EAST, A DISTANCE OF 289.37 FEET TO THE POINT OF BEGINNING.

ALL BEARINGS SHOWN HEREIN ARE BASED ON THE EAST LINE OF SECTON 24, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID LINE IS ASSUMED TO BEAR SOUTH 00° 27' 06" EAST.

NOT A CERTIFIED COPY

BSM: Hayles

REVISED DATE: July 11, 2005

R/W PARCEL 102

13a of 22

EXHIBIT "E"

LEGAL DESCRIPTION OF EASEMENT AREA E.

NOT A CERTIFIED COPY

LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 12 AND 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 13, S89°52'25"W FOR 100.03 FEET TO A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID RANGE 40 EAST, AND THE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 3019.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2409.36 FEET; THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 604.11 FEET TO A POINT OF TANGENCY; THENCE N15°47'13"E FOR 173.35 FEET TO THE WEST PLAT BOUNDARY OF PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK AS RECORDED IN PLAT BOOK 103, PAGE 108 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID WEST PLAT BOUNDARY, N02°47'38"E FOR 487.45 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1564.01 FEET, WHERE A RADIAL LINE BEARS S61°09'40"E; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°03'07" FOR 356.28 FEET TO A POINT OF TANGENCY; THENCE S15°47'13"W FOR 295.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2559.36 FEET; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 641.72 FEET TO A POINT OF TANGENCY ON A LINE LYING 250.00 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 3023.91 FEET TO THE SAID EAST-WEST QUARTER SECTION LINE OF SECTION 13; THENCE ALONG SAID EAST-WEST QUARTER SECTION LINE, N89°52'25"E FOR 150.05 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF A 185' FPL EASEMENT, RECORDED IN OFFICIAL RECORD BOOK 765, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH A LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 404.01 FEET TO THE POINT OF BEGINNING; THENCE S88°34'45"E FOR 150.00 FEET TO A LINE LYING 100.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 50.00 FEET; THENCE N88°34'45"W FOR 150.00 FEET TO SAID LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 50.00 FEET TO THE POINT OF BEGINNING.

COPY CERTIFIED COPY

150' CANAL R/W

14a of 22

BSM APPROVED
By GT Date 6/22/05

ATTACHMENT 1 - Required form of assignment

PREPARED BY AND RETURN TO:
Ben Williamson
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
3323 BELEVEDERE ROAD, BUILDING 503
WEST PALM BEACH, FL 33406-1548

PROPERTY CONTROL NUMBER: A portion of _____

ASSIGNMENT AND ASSUMPTION OF EASEMENT

This ASSIGNMENT AND ASSUMPTION OF EASEMENT (the "Assignment") is made _____ by and between **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Property and Real Estate Management Division, 3323 Belvedere Road, Building 503, West Palm Beach, FL 33406-1548 (hereinafter referred to as "Assignor" or the "County") and [FP&L or SFWMD only:] _____, whose legal mailing address is _____, _____, Florida _____ (hereinafter "Assignee" or "_____") .

WITNESSETH:

WHEREAS, the Florida Fish And Wildlife Conservation Commission ("FWC") granted County an easement across five (5) specified easement areas within the J.W.Corbett Wildlife Management Area ("hereinafter "Corbett") pursuant to an easement recorded in Official Records Book _____, Page _____, Public Records of Palm Beach County (the "Easement");

WHEREAS, the Easement authorizes County to assign all or a portion of its interest in certain Easement Areas to Assignee, provided that any such assignment contains a full assumption by Assignee of all of County's obligations imposed upon the County by the Easement relating to the particular assigned Easement Area, in which event County shall be released from all obligations under the Easement relating to the Easement Area, or a portion thereof, assigned hereby arising subsequent to the Effective Date of this Assignment .

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. County does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, County's rights, title and interest in and to that certain interest in the Easement identified on Exhibit "A" attached hereto.

NOT A CERTIFIED COPY

2. Assignee hereby assumes all of County's liabilities and obligations set forth in the Easement with respect to the interest in the Easement assigned hereby arising subsequent to the Effective Date of this Assignment and agrees to be bound by all of the terms, conditions and covenants contained in the Easement relating to the interest assigned hereby as though originally the Grantee thereunder.

3. This Assignment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties, approved by the Palm Beach County Board of County Commissioners, and recorded (the recording date being the "Effective Date").

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Easement to be executed by their undersigned duly authorized representatives.

ASSIGNOR:
PALM BEACH COUNTY, a political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

BY:_____
Tony Masilotti, Chairman

ATTEST:
Sharon R. Bock, Clerk and Comptroller

_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:_____
Department Director

ASSIGNEE:

_____
_____, a

By:_____

_____
Witness Signature

_____
Print Witness name

_____
Print Name and Title

NOT A CERTIFIED COPY

_____
Witness signature

Attest:_____

_____
Print Witness name

STATE OF FLORIDA :
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this ____ day of _____, 200_ by Tony Masilotti, as Chairman of the Board of County Commissioners of Pam Beach County, [ ] who is personally known to me, or [ ] who has produced _____as identification.

(Seal)

_____
Notary Public, State of Florida

_____
Print Notary Name

Commission Number:_____
My Commission expires: _____

STATE OF FLORIDA :
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this ____ day of _____, 200_ by _____, the_____ of the said _____, [ ] who is personally known to me, or [ ] who has produced _____as identification.

(Seal)

_____
Notary Public, State of Florida

_____
Print Notary Name

Commission Number:_____
My Commission expires: _____

S:\OED\LEGAL\Hardee\Scripps\Scripps easement final.DOC

NOT ACCERTIFIED COPY

11.2.4 Contract #00002

DIVISION LOG # `1998 AGREEMENT NUMBER

AGREEMENT ROUTING REVIEW FORM

CONTRACTOR PRATT AND WHITNEY AIRCRAFT / FWC

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

PROJECT TITLE CORBETT WMA - PLANT LEASE 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 ___AGREEMENT ___ EASEMENT/DEED X__LEASE (INCLUDES WMA OR FMA LEASES)

AGREEMENT BEGINNING DATE/EXECUTION 10/27/62 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		11/19/09	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

11/20/09

Pratt Whitney - 1st Rt of Refusal
Corbett WMA

7/11/07 - ± 10:30 Mildred Pitts called (561-796-3965) - She got FWC invoice for $10,000 covering 2006-7 - Said she had documentation showing it was processed for payment but not sure if pd. She to check.

12:50 MP called - found not pd - will process. Questioned purpose - I explained it - asked what would happen if they don't pay - told lose 1st Rt (could also pursue $ in CT.) - Told would like it on their land since hole in middle of donut, so to speak, though probably environmental issues. She said have acreage that is clean. To give me as contact for her boss.

(1:27) Sent email to Selwa & Jennifer Gainious ~~Cooper~~ Culver advising Acctg of ~~set~~ latest & apparent need to bill for 2007-8.

7/12 - 2:01p Got email response from Dexter Simmons that he has billed P&W for 2007-8.

11/27 - 10:45 After some phone tag, I connected w/ Pat Siler w/ Pratt Whitney 561-796-3939 - I explained the purpose of the $10,000 PW payment on 1st Rt of Refusal on Corbett land - Told I'd love to have their land - have concerns, but would like the "donut hole" - Appears new engnr & needs to be able to explain the payment.

Mospens, Richard

From: Mospens, Richard
Sent: Thursday, September 10, 2009 10:04 AM
To: Simmons, Dexter
Subject: RE: Pratt & Whitney Contract# 00002

Dexter,
Looks good. Thanks. – Rich

From: Simmons, Dexter
Sent: Thursday, September 10, 2009 9:47 AM
To: Mospens, Richard
Cc: Culver, Jennifer; Soliman, Salwa
Subject: RE: Pratt & Whitney Contract# 00002

Rich,

I have made the correction per your e-mail; I'm sending it again for your approval before I send it out. Please find as an attachment the corrected Invoice.

Thanks!

Dexter Simmons - Accountant II
Florida Fish and Wildlife Conservation Commission
Finance and Budget office Accounting Section
Tallahassee, Florida 32301
(850) 410-0471 ext: 1345 office (850) 922-8060 Fax

From: Mospens, Richard
Sent: Thursday, September 10, 2009 9:08 AM
To: Simmons, Dexter
Subject: RE: Pratt & Whitney Contract# 00002

Dexter,
Thanks for sending the invoice to me for review. I know we have always addressed it as an annual lease payment, but to clarify it, I would like it to say "(first right of refusal") under the "annual lease payment..." line. I believe that would make it clearer to Pratt & Whitney. They seem to question it each time there is a change in personnel. Thanks. -- Rich

From: Simmons, Dexter
Sent: Wednesday, September 09, 2009 3:53 PM
To: Mospens, Richard
Cc: Culver, Jennifer; Soliman, Salwa
Subject: Pratt & Whitney Contract# 00002

Hello Richard,

Please review the attached Invoice#09-10019 in the total amount of $10,000.00 for the F/Y 2009-2010, should there be any corrections please let me know.

Thanks!

Dexter Simmons - Accountant II
Florida Fish and Wildlife Conservation Commission
Finance and Budget office Accounting Section
Tallahassee, Florida 32301
(850) 410-0471 ext: 1345 office (850) 922-8060 Fax

INVOICE
#09-10019

Date: September 10, 2009
Contract #: **00002**
Division; Habitat & Species
Contact: Richard Mospens
Phone: (850) 488-3831

Florida Fish and Wildlife Conservation Commission

Commissioners
Rodney Barreto
Chair
Miami

Kathy Barco
Vice-Chair
Jacksonville

Ronald M. Bergeron
Fort Lauderdale

Richard A. Corbett
Tampa

Dwight Stephenson
Delray Beach

Kenneth W. Wright
Winter Park

Brian S. Yablonski
Tallahassee

Executive Staff
Kenneth D. Haddad
Executive Director

Nick Wiley
Assistant Executive Director

Karen Ventimiglia
Deputy Chief of Staff

Office of Finance & Budget
Whit Springfield
Director
(850) 488-6551
(850) 921-5657 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

Bill To:
Pratt & Whitney
Post Office Box 109600
MS 717-29
West Palm Beach, Florida 33410-9600

DESCRIPTION	AMOUNT
Corbett Wildlife Mgmt Area	
Billing Period:	
Annual Lease Payment for Fiscal Year 2009 – 2010 (First right of Refusal)	**$10,000.00**
TOTAL	**$10,000.00**

Please remit this payment along with the copy provided to:
Florida Fish & Wildlife Conservation Commission
Post Office Box 6150
Tallahassee, Florida 32314-6150

If you have any questions concerning this invoice please contact:

Jennifer Culver, Accounting Services Supervisor
850-410-0471; x1346
Jennifer.culver@myfwc.com

FOR COMMISSION USE ONLY:

EO- 11
OBJECT - 021003

DEPOSIT #
DEPOSIT DATE:

THANK YOU FOR YOUR BUSINESS!

Mospens, Richard

From: Mospens, Richard
Sent: Wednesday, October 24, 2007 2:16 PM
To: Jones, Robbie; Soliman, Salwa
Cc: Culver, Jennifer; Simmons, Dexter
Subject: RE: Financial Set-Up-Forms

Robbie & Salwa,
I have the following comments:

1. Contract 01007, Lamar billboards, Hilochee - The check #7043948, dated 6/25/07, in the amount of $9,450.00, stated that it primarily covered the period of 3/1/07 - 2/28/08. In actuality, I believe the last rent payment we received covered the period of about 3/1/03 - 2/28/04, though it could apply to the next lease year. Therefore, the recently received check should be applied to the then next unpaid lease year, not the current lease year. I am still trying to confirm what is correct. I am sending the non-payment of rent default notice since it is required by the contract that they be put on notice if delinquent on the rent versus it being turned over to a collection agency. We may get to that point, but not now. FYI, the contract began sometime prior to 3/1/99 (probably 10 years prior). I am trying to get a copy of the contract (only have the lease renewal agreement).
2. Contract 00002, Pratt & Whitney, Corbett -- the annual money owed is $10,000 and the contract term commenced in about 1956 and was amended on 3/1/64 at which time the term was set to expire 25 years hence, followed by another 25-year term. We are now in that renewal term, which will expire on 2/28/14.

Let me know if there are any questions. -- Rich

From: Jones, Robbie
Sent: Wednesday, October 24, 2007 9:56 AM
To: Soliman, Salwa; Culver, Jennifer; Simmons, Dexter
Cc: Mospens, Richard
Subject: RE: Financial Set-Up-Forms

FYI, Rich Mospens said today that Lamar Corporation Contract 01007 is in arrears and he is sending 30 day notice out on our behalf to the vendor to send balance due immediately. They have not paid us the right amount for the billboards apparently.

Robbie

From: Soliman, Salwa
Sent: Tuesday, October 23, 2007 4:43 PM
To: Jones, Robbie; Culver, Jennifer; Simmons, Dexter; Messiha, Suzan
Subject: RE: Financial Set-Up-Forms

Thanks a lot Robbie, that really helps.

Salwa

From: Jones, Robbie
Sent: Tuesday, October 23, 2007 4:14 PM
To: Soliman, Salwa; Culver, Jennifer; Simmons, Dexter; Messiha, Suzan
Subject: RE: Financial Set-Up-Forms

The following list are the ones I have not found in FLAIR yet. I didn't see any duplicates in FLAIR.

1. Everglades Holiday Park Concession Contract 00003 and 95049 (current number) Begin 09-1965 Ends 06/02/2012 $16,500 + % Revenue
2. Hilliard Brothers of Florida Grazing Dinner Island West Side Contract 03138 Began 04/01/2004

ends 03/31/2009 $ Varies w/# of head
3. Ralph Bond Babcock Webb Grazing Pasture #2 Contract 02089 Began 01/07/2003 ends 01/06/2008 $ Varies w/# of head
4. Lamar Corporation Hilochee Lease 4 billboards Contract 01007 Begin Ends 02/28/2009 $1,350 per billboard X 4 =

$5,400 per year
5. Florida Depart. Of Agriculture and Consumer Services (FDOACS) Timber Sales Contract 99112 Began Ends Indefinite (3000) $Varies 90% of sales
6. Southwest Florida Fruit Company, Farming Dinner Island, Contract 02172 Begin 3/13/2003 Ends 05/15/2009 $ Need to check this one
7. J.M. Farley Cattle Company, Grazing Caravelle Contract 97084 Begin 4/14/1998 End Date 05/21/2008 $Varies w/# of head.
8. Farr Wagg Agriculture LLP Grazing Half Moon Contract 97085 Began 10/21/1998 End 10/20/2008 $Varies w/# of head
9. A & M Management of Hendry County, Inc. Grazing Dinner Island East Side Contract 06058 Begin 09/29/2006 End 09/28/2011 $Varies w/# of head
10 C & S Citrus Grazing Babcock Webb Pasture # 2 Contract 02090 Being 01/27/2006 End 01/26/2008 $Varies w/#of head
11 Pratt and Whitney Lease First Rights to buy Corbett Contract 00002 Begin 09/01/2006 End 09/01/2006 $5,000/annually

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From: Soliman, Salwa
Sent: Tuesday, October 23, 2007 12:47 PM
To: Jones, Robbie; Culver, Jennifer; Simmons, Dexter; Messiha, Suzan
Subject: Financial Set-Up-Forms

We have notice some contracts had 2 "R" numbers, this can create massive confusion when payments for the same contract is split under 2 different numbers. Please make sure F&B receives a new Financial Set-Up form when a new tracking number is needed.

Dexter is having to pull each folder and make sure it doesn't have an R number already before he gives it to Donna Tadlock to enter into FLAIR, this is an unnecessary step and should not have to continue. Suzan Messiha is now reconciling what is in FLAIR and clean up duplicates, then we should be OK.

I know this process in new to everybody, and there will be some bugs to clean up, but we'll get it right, thank you all for helping with this.

Salwa Soliman
Revenue, Contracts and Grants Manager
Accounting Services Section
(850)922-0061 or (850)488-3323 SC 278-3323
salwa.soliman@myfwc.com

2/11/07 - 9:00
Tracy Cantrell + Karen Stelter FWC reviewed our contract - Also missing payment for record & some yrs.

United Aircraft Payments ($10,000/yr)
Contract Term 3/1/64 - 2/28/89 w/ 2-25yr option (to 2/28/2014)

1956-7	1984 ?
1957	1985 ?
1958	1986 ✓
1959	1987 ?
1960	1988 ✓
1961	1989 ✓
1962	1990 ✓
1963	1991 ✓
1964	1992 ✓
1965	1993 ✓
1966	1994 ✓
1967	1995 ✓
1968	1996 ✓
1969	1997 ✓
1970	1998 ✓
1971	1999 ✓
1972	2000 ✓
1973	2001 ✓
1974	2002 ✓
1975	2003-4 ✓
1976	2004-5 ✓
1977	2005-6 ✓ (3/7/07 - 11:18 Jennifer Gainious (Acct) email)
1978	2006-7 Invoice sent 3/7/07 per
1979	2007-8 2/11/07 invoice sent
1980	
1981 ✓	
1982 ?	
1983	

Mospens, Richard

From: Mospens, Richard
Sent: Thursday, July 12, 2007 12:33 PM
To: Simmons, Dexter
Subject: RE: Invoicing Pratt & Whitney Contract# 00002

Thanks.

From: Simmons, Dexter
Sent: Wednesday, July 11, 2007 2:01 PM
To: Mospens, Richard
Cc: Culver, Jennifer; Soliman, Salwa
Subject: Invoicing Pratt & Whitney Contract# 00002
Importance: High

Richard,

Please find attached invoice # 07-08006, in the amount of $ 10,000.00, for contract# 00002 for the FY 2007/2008 billing periods.

If you have any questions please let me know.

Dexter DeWayn Simmons
Accountant II
Florida Fish and Wildlife Conservation Commission
Berkeley Building
2590 Executive Center Circle, Suite 100
Tallahassee, Florida 32301
(850) 922-0064 office (850) 922-8060 fax

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

INVOICE #07-08006

DATE: July 11, 2007

PREPARED BY: ACCOUNTING-REVENUE SECTION

TO:	**ORIGINATING DIVISION: Wildlife**
Pratt & Whitney	**CONTACT: Richard Mospens**
PO Box 109600	**PHONE: 850-488-3831**
MS 717-29	
West Palm Beach, FL 33410-9600	**AGREEMENT: n/a (FWC # 00002)**

DETAIL	AMOUNT
Corbett Wildlife Mgmt Area **Annual Lease Pymt for Fiscal Year 2007- 2008**	**$10,000.00**
TOTAL AMOUNT DUE	**$10,000.00**

PLEASE REMIT THIS PAYMENT ALONG WITH THE COPY PROVIDED
FLOIRDA FISH AND WILDLIFE CONSERVATION COMMISSION
PO BOX 6150
TALLAHASSEE, FL 32314-6150

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE ONLY
OBJECT: 021003
EO: 11
DEPOSIT #:
DEPOSIT DATE:

Mospens, Richard

From: Mospens, Richard
Sent: Wednesday, July 11, 2007 1:24 PM
To: Soliman, Salwa; Culver, Jennifer
Cc: Jones, Robbie
Subject: RE: Contract #00002 Corbett Wildlife Mgmt Area

Salwa and Jennifer,
I received two calls from Pratt & Whitney (P&T) regarding the concerned contract and your latest invoice to them. It appears following our first talk, they checked their records and have confirmed they had not paid your invoice, which is for 2006-7. I assume that invoice covers the 1st right of refusal period of 3/1/06 - 2/28/07. If that is the case, then we will need to bill P&T for the 2007-8 timeframe. Let me know when you do so. They raised the question of doing away with the 1st right and I told them that I would be open to discuss the matter. I will keep you informed. Thanks. -- Rich

From: Soliman, Salwa
Sent: Wednesday, March 28, 2007 4:17 PM
To: Mospens, Richard
Cc: Jones, Robbie; Culver, Jennifer
Subject: RE: Contract #00002 Corbett Wildlife Mgmt Area

Thank you all for researching this.

From: Mospens, Richard
Sent: Wednesday, March 28, 2007 3:21 PM
To: Soliman, Salwa
Cc: Jones, Robbie; Culver, Jennifer
Subject: FW: Contract #00002 Corbett Wildlife Mgmt Area

Salwa -- Below is communication I have recently had with Jennifer on the referenced matter. Providing more detail, Pratt & Whitney ("P&W) (f/k/a United Aircraft and a/k/a United Technologies) moved to be adjacent to Corbett in the early to mid 1950's. As part of their being there, they were required to acquire for us additional land as part of their mitigation. A part of the deal was that P&W would retain a 1st right of refusal on the land should FWC ever want to sell the land. That 1st right of refusal costs P&W $10,000.00 each year through 2/28/2014. I have checked my file and feel comfortable we received the $10,000.00 from 1956 through 2003, with the exceptions of the years 1982, 1983, 1984, 1985 and 1987. It appears, per Jennifer, that we have received payment through 2005-6, with her recently billing for the 2006-7 timeframe. Let me know if there are any questions or you need copies of the documents. -- Rich

From: Mospens, Richard
Sent: Wednesday, March 07, 2007 3:25 PM
To: Ganious, Jennifer
Subject: RE: Contract #00002 Corbett Wildlife Mgmt Area

Jennifer -- We need to feel comfortable the FY payments match the contract year payments. It appears that over the years we have invoiced them at different times of the year so it would be easy to confuse which payment related to which FY. Thanks for your assistance on this. -- Rich

From: Ganious, Jennifer
Sent: Wednesday, March 07, 2007 11:28 AM
To: Mospens, Richard
Subject: RE: Contract #00002 Corbett Wildlife Mgmt Area

Richard—yes this is the contract I am referring to and yes we have received payment up to FY 05/06. I will invoice today for FY 06/07.

If you need copies of any payments please let me know.

Jennifer Ganious-Culver
850 922 0050

From: Mospens, Richard
Sent: Wednesday, March 07, 2007 10:21 AM
To: Ganious, Jennifer
Cc: Simmons, Dexter
Subject: RE: Contract #00002 Corbett Wildlife Mgmt Area

Jennifer -- I do not know it by that contract #, but I presume you are referring to the contract with United Aircraft Corporation (the company has also gone by Pratt Whitney and United Technologies over the years). The $10,000.00 we are supposed to receive from the company each year is its payment for having a first right of refusal on part of Corbett should we ever decide to sell any or all of that portion, which of course will not happen. Following the termination of the prime term, which ended on 2/28/89, there was one 25-year renewal option which it exercised. The termination date is now 2/28/2014. Last I knew, we received the money through the contract term of 3/1/2003-2/28/2004. I assume from your below email that the company is current through 3/1/2005-2/28/2006, correct? Should that be correct, then I will need to send them a default notice. Thanks for checking as I was planning on getting with F&B and just had not yet done so. The company has had its moments of slow payment over the years. Thanks. -- Rich

From: Ganious, Jennifer
Sent: Tuesday, March 06, 2007 5:55 PM
To: Mospens, Richard
Cc: Simmons, Dexter
Subject: Contract #00002 Corbett Wildlife Mgmt Area

Richard, I am in the process of reviewing contracts and I have noticed that this contract has a letter dated 09-04-1981, stating that the contract begin September 5, 1956, with a Amendment No 1 dated March 1, 1964 to extend the provisions of Paragraph 7 of the agreement as amended for an additional twenty-five years.

When is this contract to expire or has it expired?
The contract is paid up to Fiscal Year 05-06.

Jennifer Ganious-Culver
Accounting Services Supervisor
Florida Fish & Wildlife Conservation Commission
Finance & Budget Office
2590 Excutive Center Circle
Tallahassee, Florida 32310
PH: 850-922-0050; FX: 850-922-8060

Mospens, Richard

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850-922-0050

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To: Ganious, Jennifer
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.

Jennifer Ganious Culver
Accounting Services Supervisor
Florida Fish & Wildlife Conservation Commission
Finance & Budget Office
2590 Excutive Center Circle
Tallahassee, Florida 32310
PH: 850-922-0050; FX: 850-922-8060

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When is this contract to expire or has it expired?
The contract is paid up to Fiscal Year 05-06.

Mospens, Richard

From: Mospens, Richard
Sent: Friday, July 14, 2006 9:45 AM
To: Altun, Al
Cc: Brooks, Mike
Subject: Pratt Whitney (United Aircraft) annual payment, Corbett WMA

Al -- Could you advise if we have received the annual $10,000.00 payment from Pratt Whitney (f/k/a United Aircraft Corporation), a United Technologies Company, for the last several years. I am not aware of our having received the payment since 2002-03. Nothing in my file indicates our having received payments for the years 1982-1985 also, though I expect we long ago made the assumption or possibly the determination that the money for those years had been paid. This is for the company to have a first right of refusal should FWC ever decide to sell any of its property in the WMA. FYI, there is no FWC contract # on the contract and its amendment that govern Pratt Whitney's payment obligation. Thanks for your assistance. -- Rich

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

INVOICE

DATE: 11/04/2004 | *PREPARED BY: Accounting-Revenue Section*

TO:
Pratt & Whitney
Attn: Manager Facilitl nt
P.O. Box 109600
MS 717-29
West Palm Beach, FL 3

Get Lisa
Done 11/9/04 - 5:11:00
Doesn't need copy

ORIGINATING DIVISION: Wildlife
CONTACT: Scott Sanders
PHONE: (850) 488-3831
AGREEMENT: N/A

DETAIL	AMOUNT
Corbett Wildlife Management Area	***$ 10,000.00***
Annual Lease Payment for Fiscal Year 2004 - 2005	

PLEASE REMIT THIS PAYMENT ALONG WITH THE COPY PROVIDED	***$ 10,000.00***

Please Remit To:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150
TALLAHASSEE, FLORIDA 32314-6150

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE ONLY

Object: 021003
EO: 11

INVOICE NUMBER
04-05015

Pratt & Whitney
A United Technologies Company

Azure
UTC Shared Business Services
P.O. Box 766 Mail Stop 541-24
Windsor, CT 06095-0766

2003 NOV -4 A 9 03

002010364

352919 1 0050 01 01204010 0006 02237 A
FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION
PO BOX 6150
TALLAHASSEE FL 32314-8150

SUPPLIER	DATE	CHECK NO.
1000040216	10/30/2003	3330011042

DATE	INVOICE NO.	P.O. NO.	P.O. ITEM	DELIVERY NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT
10/08/2003	0304020 <788> 021003				$10,000.00	$0.00	$10,000.00

021003/11

cc: Dee

THE FACE OF THIS DOCUMENT HAS A BLUE BACKGROUND - THE BACK HAS AN ARTIFICIAL WATERMARK

Pratt & Whitney
A United Technologies Company

Azure
UTC Shared Business Services
P.O. Box 766 Mail Stop 541-24
Windsor, CT 06095-0766

2003 NOV -4 A 9 03

JPMORGAN CHASE BANK
SYRACUSE, NEW YORK

002010364

50-937
213

3330011042

PAY IN U.S. DOLLARS

**********TEN THOUSAND AND 00/100 DOLLARS**********

CHECK DATE	CHECK AMOUNT
10/30/2003	$10,000.00

TO THE ORDER OF
FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION
PO BOX 6150
TALLAHASSEE FL 32314-8150

5480

⑈3330011042⑈ ⑆021309379⑆ 601⑈8⑈18180⑈

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

INVOICE

RECEIVED
NOV 07 2003
BUREAU OF
WILDLIFE MANAGEMENT

DATE: 10/08/2003

PREPARED BY: Accounting-Revenue Section

TO:
Pratt & Whitney
Attn: Manager Facilities & Environmental Management
MS 717-29
P.O. Box 109600
West Palm Beach, FL 33410-9600

ORIGINATING DIVISION: Wildlife

CONTACT: Don Poindexter

PHONE: (850) 488-3831

AGREEMENT: N/A

DETAIL	AMOUNT
Corbett Wildlife Management Area	***$ 10,000.00***
Annual Lease Payment for Fiscal Year 2003 - 2004	

PO - Ck # 3330011042
(IDN # 00201036)

PLEASE REMIT THIS PAYMENT ALONG WITH THE COPY PROVIDED	***$10,000.00***

Please Remit To:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150
TALLAHASSEE, FLORIDA 32314-6150

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE ONLY

Object: 021003
EO: 11

INVOICE NUMBER

03-04020

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

RECEIVED
9 2003
BUREAU OF
WILDLIFE MANAGEMENT

INVOICE

DATE: 10/08/2003

PREPARED BY: Accounting-Revenue Section

TO:
Pratt & Whitney
Attn: Manager Facilities & Environmental Management
MS 717-29
P.O. Box 109600
West Palm Beach, FL 33410-9600

ORIGINATING DIVISION: Wildlife

CONTACT: Don Poindexter

PHONE: (850) 488-3831

AGREEMENT: N/A

DETAIL	AMOUNT
Corbett Wildlife Management Area	***$ 10,000.00***
Annual Lease Payment for Fiscal Year 2003 - 2004	

PLEASE REMIT THIS PAYMENT ALONG WITH THE COPY PROVIDED	***$10,000.00***

Please Remit To:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150
TALLAHASSEE, FLORIDA 32314-6150

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE ONLY

Object: 021003
EO: 11

INVOICE NUMBER

03-04020

Pratt & Whitney A United Technologies Company

Azure
UTC Shared Business Services
P.O. Box 766 Mail Stop 541-24
Windsor, CT 06095-0766

2005 JUL 21 P 11:21

08020934

613169 1 0050 01 01204010 0007 02530 A
FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION
PO BOX 6150
TALLAHASSEE FL 32314-8150

SUPPLIER	DATE	CHECK NO.
1000040216	07/17/2003	3330008026

DATE	INVOICE NO.	P.O. NO.	P.O. ITEM	DELIVERY NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT
06/18/2003	0377 <788> 021003				$10,000.00	$0.00	$10,000.00

[redacted]

021003/11

cc: Dee w/copy of ck

THE FACE OF THIS DOCUMENT HAS A BLUE BACKGROUND - THE BACK HAS AN ARTIFICIAL WATERMARK

Pratt & Whitney A United Technologies Company

Azure
UTC Shared Business Services
P.O. Box 766 Mail Stop 541-24
Windsor, CT 06095-0766

2005 JUL 21 P 11:21

08020934

JPMORGAN CHASE BANK
SYRACUSE, NEW YORK

50-937
213

PAY IN U.S. DOLLARS

3330008026

**********TEN THOUSAND AND 00/100 DOLLARS**********

CHECK DATE	CHECK AMOUNT
07/17/2003	$10,000.00

TO THE ORDER OF

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION
PO BOX 6150
TALLAHASSEE FL 32314-8150

4697

⑈3330008026⑈ ⑆021309379⑆ 601⑈8⑈18180⑈

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

INVOICE

DATE: 06/18/2003

PREPARED BY: Accounting-Revenue Section

TO:
Pratt & Whitney, LSP
Attn: Manager Facilities & Environmental Management
MS 717-29
P.O. Box 109600
West Palm Beach, FL 33410-9600

ORIGINATING DIVISION: Wildlife

CONTACT: Don Poindexter

PHONE: (850) 488-3831

AGREEMENT: N / A

DETAIL	AMOUNT
Corbett Wildlife Management Area	**$ 10,000.00**
Annual Lease Payment for Fiscal Year 2002 - 2003	

Pd - Ck # 3330008026
DDN # 082020934

PLEASE REMIT THIS PAYMENT ALONG WITH THE COPY PROVIDED	**$ 10,000.00**

Please Remit To :

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150
TALLAHASSEE, FLORIDA 32314-6150

STATE AGENCIES REMIT TO FUND :

FOR COMMISSION USE ONLY

Object: 021003
EO: 11

AIR # 030066

INVOICE NUMBER

03-77

THE FACE OF THIS DOCUMENT HAS A BLUE BACKGROUND - THE BACK HAS AN ARTIFICIAL WATERMARK

Pratt & Whitney
A United Technologies Company

Azure
UTC Shared Business Services
P.O. Box 766 Mail Stop 541-24
Windsor, CT 06095-0766

JPMORGAN CHASE BANK
SYRACUSE, NEW YORK

50-937
213

3330000261

PAY IN U.S. DOLLARS

**********TEN THOUSAND AND 00/100 DOLLARS**********

CHECK DATE	CHECK AMOUNT
02/28/2002	$10,000.00

TO THE ORDER OF

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION
PO BOX 6150
TALLAHASSEE FL 32314-8150

RJ Bm

195029 D. E. Kyl

7808

⑈3330000261⑈ ⑆021309379⑆ 601⑈8⑈18180⑈

FLORIDA FISH AND WILDLIFE CONSERVATION

INVOICE

DATE : 02/11/2002

PREPARED BY: Accounting-Revenue Section

TO:
Pratt & Whitney, LSP
Attn: Manager Facilities & Environmental Management
MS 717-29
P.O. Box 109600
West Palm Beach, FL 33410-9600

ORIGINATING DIVISION: Wildlife

CONTACT: Don Poindexter

PHONE: (850) 488-3831

AGREEMENT:

DETAIL	AMOUNT
Corbett Wildlife Management Area	$ 10,000.00
Annual Lease Payment for Fiscal Year 2001 - 2002	
Paid	
RECEIVED APR 05 2002 BUREAU OF WILDLIFE MANAGEMENT	
PLEASE REMIT THIS PAYMENT ALONG WITH THE COPY PROVIDED	$ 10,000.00

Please Remit To :

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150
TALLAHASSEE, FLORIDA 32314-6150

STATE AGENCIES REMIT TO FUND :

FOR COMMISSION USE ONLY:

Object: 021003
EQ: 11

INVOICE NUMBER
02-54

Object: 021003
EQ: 11

NUMBER
02-54

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

RECEIVED
FEB 12 2001
BUREAU OF
WILDLIFE MANAGEMENT

INVOICE

DATE : 02/11/2002

PREPARED BY: Accounting-Revenue Section

TO:
Pratt & Whitney, LSP
Attn: Manager Facilities & Environmental Management
MS 717-29
P.O. Box 109600
West Palm Beach, FL 33410-9600

ORIGINATING DIVISION: Wildlife

CONTACT: Don Poindexter

PHONE: (850) 488-3831

AGREEMENT:

DETAIL	AMOUNT
Corbett Wildlife Management Area	***$ 10,000.00***
Annual Lease Payment for Fiscal Year 2001 - 2002	
PLEASE REMIT THIS PAYMENT ALONG WITH THE COPY PROVIDED	***$ 10,000.00***

Please Remit To :

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150
TALLAHASSEE, FLORIDA 32314-6150

STATE AGENCIES REMIT TO FUND :

FOR COMMISSION USE ONLY:

Object: ***021003***
EQ: ***11***

INVOICE NUMBER

02-54

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF ADMINISTRATIVE SERVICES
BUREAU OF ACCOUNTING SERVICES
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FL 32399

DATE: January 17, 2001

TO: Patti FAX #: 921-7793

FROM: DeAnna

FAX #	(850) 922-8060	SC# 292-8060
PHONE #	(850) 488-3323	SC # 278-3323

PAGES (including cover sheet): 2

COMMENTS: Patti - Copy of updated invoice that has been done and faxed over today, hard copy inter-office. - Please keep me POSTED on this contract.

Thanks,
DeAnna

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

INVOICE

DATE : 01/17/2001

PREPARED BY: Accounting-Revenue Section

TO:
Pratt & Whitney, LSP
Attn: Manager Facilities & Environmental Management
MS 717-29
P.O. Box 109600
West Palm Beach, FL 33410-9600

ORIGINATING DIVISION: Wildlife

CONTACT: Don Poindexter

PHONE: (850) 488-3831

AGREEMENT:

DETAIL		AMOUNT
Corbett Wildlife Management Area		
Annual Lease Payment		
Fiscal Year 1998-1999	(Fourth Notice)	$ 10,000.00
" 1999-2000	(Third Notice)	10,000.00
" 2000-2001	(Second Notice)	10,000.00
	Total Due	$ 30,000.00

PLEASE REMIT THIS PAYMENT ALONG WITH THE COPY PROVIDED. $ 30,000.00

PLEASE REMIT TO:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150
TALLAHASSEE, FLORIDA 32314-6150

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE ONLY:

Object:
EO:

INVOICE NUMBER

01-01

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

INVOICE

DATE : 01/17/2001 | *PREPARED BY: Accounting-Revenue Section*

TO:	ORIGINATING DIVISION: Wildlife
Pratt & Whitney, LSP ***Attn: Manager Facilities & Environmental Management*** *MS 717-29* *P.O. Box 109600* *West Palm Beach, FL 33410-9600*	*CONTACT: Don Poindexter* *PHONE: (850) 488-3831* *AGREEMENT:*

DETAIL		AMOUNT
Corbett Wildlife Management Area		
Annual Lease Payment		
Fiscal Year 1998-1999	***(Fourth Notice)***	*$ 10,000.00*
" 1999-2000	***(Third Notice)***	*10,000.00*
" 2000-2001	***(Second Notice)***	*10,000.00*
	Total Due	*$ 30,000.00*

Paid ck 740946 - 2/12/01

PLEASE REMIT THIS PAYMENT ALONG WITH THE COPY PROVIDED.	***$ 30,000.00***

PLEASE REMIT TO:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150
TALLAHASSEE, FLORIDA 32314-6150

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE ONLY:	***INVOICE NUMBER***
Object: ***EO:***	***01-01***

Florida Fish and Wildlife Conservation Commission

DIVISION OF WILDLIFE
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FL 32399-1600
FAX NUMBER (850) 921-7793
PHONE NUMBER: (850) 488-3831

Fax Transmission

TO: Phyllis	
From: Patti	
Date:	**Fax number:** 922-8060
Total Pages (Including this cover sheet):	
Comments: This is what we need in the invoice -	
FY 98-99 - 4th Notice payment due $10,000.	
FY 99-00 - 3rd Notice payment due $10,000.	
FY 00-01 Payment due $10,000.	
Total Amount Owed $30,000.00	
CALL IF you have questions Thanx Patti	

http://www.state.fl.us/fwc

01/12/2001 FRI 12:16 FAX

001

****
*** ACTIVITY REPORT ***
****

ST. TIME	CONNECTION TEL	CONNECTION ID	NO.	MODE		PGS.	RESULT	
01/11 12:02	8784002		0001	TRANSMIT	ECM	1	OK	00'18
01/11 12:04	1 850 878 4002		5001	AUTO FAX RX	ECM	1	OK	00'27
01/12 09:50	8507475690		5002	AUTO FAX RX	ECM	4	OK	01'55
01/12 09:53	904 740 7107		5003	AUTO FAX RX	ECM	1	OK	00'50
01/12 10:12	777 5690		5004	AUTO FAX RX	ECM	3	OK	02'13
01/12 10:20	352 + 376 5359		5005	AUTO FAX RX	G3	2	OK	01'08
01/12 10:26	617278932947		0002	TRANSMIT		0	NG	00'00
							0	STOP
01/12 10:31	617278932947		0003	TRANSMIT	ECM	5	OK	01'17
01/12 10:38	618139358869		0004	TRANSMIT		0	NG	00'00
							0	#018
01/12 10:43	904 7585799		5006	AUTO FAX RX	ECM	6	OK	03'47
01/12 10:49	618139358869		0005	TRANSMIT	ECM	2	OK	00'40
01/12 10:52	813 935 8869		5007	AUTO FAX RX	ECM	1	OK	00'42
01/12 11:11	8509261904		5008	AUTO FAX RX	ECM	2	OK	00'43
01/12 11:15	904 7585799		5009	AUTO FAX RX	ECM	6	OK	03'53
01/12 11:30	904 7585799		5010	AUTO FAX RX	ECM	7	OK	04'32
01/12 11:37	904 7585799		5011	AUTO FAX RX	ECM	5	OK	03'22
01/12 11:41	904 7585799		5012	AUTO FAX RX	ECM	7	OK	04'29
01/12 11:49	9416952953		5013	AUTO FAX RX	G3	7	OK	05'36
01/12 12:07	904 7585799		5014	MEMORY RX	ECM	8	OK	05'20
01/12 12:15	28060		0006	TRANSMIT	ECM	3	OK	01'26

Patti's fax to Innovations.

Doerr, Patricia

From: Doerr, Patricia
Sent: Thursday, January 11, 2001 12:06 PM
To: PRESTON ROBERTSON (E-mail); Poindexter, Don
Subject: P & W

NEW Address again - what a surprise:

Pratt & Whitney, LSP (Liquid Space Propulsion ???)
Attention: Manager Facilities and Environmental Management
MS 717-29
PO Box 109600
WPB, FL 33410-9600

PS - Mr. Sillian is and has been the Manager - Facilities & Env. Mgment - therefore the invoices have always gone to his office - they just recently moved offices

Doerr, Patricia

From: Doerr, Patricia
Sent: Thursday, January 11, 2001 10:46 AM
To: PRESTON ROBERTSON (E-mail)
Cc: Poindexter, Don
Subject: Pratt & Whitney

OK - this is why I put it off when Don told me to go ahead and try one more time. Here is an update of what has happened so far. Once you see this you will understand:
1) called Dwinette Johnson - just had her name and address and phone number - no title. Turns out she USED to work in the legal department but has moved to Ottis Elevator in Conn. her VM said if you need legal advice please call Dave Ware. So I just hung up.

Then I called Scott Morris - Name and phone number on file cover - No Answer (N/A) so I Left Message (L/M). Then I called Connecticut Office LM in Account Payable, Called Main WPB number LM in accounts Payable. Then called John Sillians number (cause there was a letter to him in the file) Talked with Penny and David - no help but she was going to have someone call me back. She had Mr. Brainerd call me and he asked that we fax all invoices due us from them to him at 561-796-8375 and he would try to get the ball rolling. He also gave me some names and numbers in case he was laid off again. Number one is John Sillian 561-796-2626 (who he said should have been paying the invoices to begin with),. Number two Larry Kanuer 561-796-6920 (President of the WPB Branch of Pratt Whitney - he will not know anything about the payment but he is the Pres.) Number Three is Donna Clayton she is VP - Counsel 561/796-5394. Mr. Brainard would like us to fax the invoices to him and said he will call me in the next day or two (Monday at the latest) and give an update. Although Mr. Brainard seemed real nice when I talked to him - when I mentioned that we had spoken to him and he had said he would take care of it both Penny and Warren said Uh Oh - that explains it - so I do not know what that meant. If he has not called me back by Monday how do you want me to handle? Have a nice day - cause I know I now have a permanent indentation on my ear cause of the phone.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

INVOICE

DATE: 10/06/99

PREPARED BY: Marilyn Morrison

TO:

United Technologies Corporation
Pratt and Whitney LME
Att: Manager ,Facilities Management
MS 717-39
P O Box 109600 — 10-7600
West Palm Beach, Fl 33402

ORIGINATING DIVISION: Wildlife

CONTACT:

PHONE: Don Poindexter

AGREEMENT NUMBER:

(850) 488-3831

DETAIL	AMOUNT
Fiscal Year - 1999-2000 Annual Easement Payment Corbett Wildlife Management Area	$10,000.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$10,000.00

RECEIVED
OCT 11 1999
BUREAU OF WILDLIFE MANAGEMENT

PLEASE REMIT TO:

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

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE:

OBJECT: 021003
EO: 11

INVOICE NUMBER

Payment [illegible]

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION
DIVISION OF WILDLIFE
620 S. Meridian Street
Tallahassee, FL 32399-1600

FAX TRANSMISSION

FAX NUMBER: (850) 921-7793
PHONE: (850) 488- 3831

TO: JOHN BRAINARD or WARREN CAVANAUGH

FROM: DON POINDEXTER

DATE: 10-5 FAX # (561) 796-8375

TOTAL PAGES 2 INCLUDING THIS COVER SHEET

COMMENTS: AGREEMENT to EXTEND EASEMENT for 25 years

From: DONALD POINDEXTER
To: MORRISON, MARILYN
Date: Tue, Oct 5, 1999 1:45 PM
Subject: Pratt Whitney Annual Payment

As you know we have been having problems getting Pratt Whitney to pay us for several years. Today I talked to them again and they have agreed to pay us. Could you send another invoice for what they owe us? I think this will be about the third invoice for 98 and 99. I don't know if they owe us for any prior years, but I think it is just for 2 years @$10,000 per year.

This agreement is so old that it has no contract number, the 1999 invoice number was #1,986. The invoice should state "annual easement payment". Their address has changed the invoices should go to,

United Technology Corp., Pratt Whitney, LME
Attention Manager, Facilities Management, MS 717-39
Post Office Box 109600
West Palm Beach FL 33410-9600

CC: DOERR, PATRICIA

Marilyn Morrison

COMMISSION

ES

TO: Patty

FAX: 921-2793

FROM: Marilyn

FAX # (850) 922-

PHONE # (850) 488-

PAGES INCLUDING

COMMETS: As you requested

Tonia Hastie

Invice to go to the Floor, Amounts

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

INVOICE

DATE: 04/16/99

PREPARED BY: Marilyn Morrison

TO:

United Technologies Corporation
Pratt and Whitney LME
Att: Manager ,Facilities Management
MS 717-39
P O Box 109600
West Palm Beach, Fl 33402

ORIGINATING DIVISION: Wildlife

CONTACT:

PHONE: Don Poindexter

AGREEMENT NUMBER: (850) 488-3831

DETAIL	AMOUNT
Fiscal Year - 1998-1999 Annual Easement Payment Corbett Wildlife Management Area	$10,000.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$10,000.00

RECEIVED
OCT 11 1999
BUREAU OF
WILDLIFE MANAGEMENT

SECOND NOTICE

PLEASE REMIT TO:

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

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE:

OBJECT: 021003
EO: 11

INVOICE NUMBER
1986

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE: 04/16/99

PREPARED BY: Marilyn Morrison

TO:
United Technologies
Pratt and Whitney Aircraft Division
P O Box 109600
West Palm Beach, Fl 33402

ORIGINATING DIVISION: Wilflife

CONTACT: ~~Tom Wright~~ Don Poindexter

PHONE: (850) 488-3831

AGREEMENT NUMBER:

DETAIL	AMOUNT
Annual Lease Payment Corbett Wildlife Management Area	$10,000.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$10,000.00

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:

OBJECT: 021003
EO: 11

INVOICE NUMBER
1986

08/03/1999 15:51 9049228060 GFC DISBURSEMENTS PAGE 02

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE: 04/16/99

PREPARED BY: Marilyn Morrison

TO:
United Technologies
Pratt and Whitney Aircraft Division
P O Box 109600
West Palm Beach, Fl 33402

ORIGINATING DIVISION: Wilflife

CONTACT: Tom Wright

PHONE: (850) 488-3831

AGREEMENT NUMBER:

DETAIL	AMOUNT
Annual Lease Payment Corbett Wildlife Management Area	$10,000.00
PL NVOICE	$10,000.00

Scott, please contact Ms. Morrison to have Tom Wright's name removed

Tom

PLEASE

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE:

OBJECT: 021003
EO: 11

INVOICE NUMBER
№ 1986

FLORIDA G..ME AND FRESH WATER FIS COMMISSION

~~Tom Wright~~ Scott Sanders

INVOICE

DATE: 09/17/97

PREPARED BY: Michael Clark

TO:

United Technologies
Pratt and Whitney Aircraft Division
P.O. Box 109600
West Palm Beach, FL 33402

ORIGINATING DIVISION: Wildlife

CONTACT: Tom Wright

PHONE: (904) 488-3831

AGREEMENT NUMBER:

DETAIL	AMOUNT
Annual Lease Payment Corbett Wildlife Management Area	$10,000.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$10,000.00

RECEIVED
MAIL ROOM
OCT 14 1997
10,000.00 494599
Game & Fresh Water Fish. Comm.

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: 021003
EO: 11

INVOICE NUMBER
№ 1854

Scott Sanders

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

Scott, why don't you have this charged?

DATE: 09/17/97

PREPARED BY: Michael Clark

TO:
United Technologies
Pratt and Whitney Aircraft Division
P.O. Box 109600
West Palm Beach, FL 33402

ORIGINATING DIVISION: Wildlife

CONTACT: Tom Wright

PHONE: (904) 488-3831

AGREEMENT NUMBER:

DETAIL	AMOUNT
Annual Lease Payment Corbett Wildlife Management Area	$10,000.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$10,000.00

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:

OBJECT: 021003
EO: 11

INVOICE NUMBER
№ 1854

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE: 10/16/96

PREPARED BY: Michael Clark

TO:
United Technologies, Pratt & Whitney
Aircraft Division
P.O. Box 109600
West Palm Beach, FL 33402

ORIGINATING DIVISION: Wildlife

CONTACT: Tom Wright

PHONE: (904) 488-3831

AGREEMENT NUMBER:

DETAIL	AMOUNT
Annual Payment Lease Easement Corbett Wildlife Management Area	$10,000.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$10,000.00

OK RL Yonaes

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: 021003
EO: 11

RECEIVED
MAIL ROOM
NOV 07 1996

$10,000.00 103154
Game & Fresh Water Fish Comm.

INVOICE NUMBER
№ 1770

cc: Debbie
. Tom Wright

UNITED TECHNOLOGIES PRATT&WHITNEY

PRATT & WHITNEY
400 Main Street, M/S 182-01
East Hartford, CT 06108 U.S.A.

CHECK NO. 278936

REMITTANCE ADVICE

SUPPLIER	DATE	VOUCHER NO.
86003	10/04/95	101593

101593

SEE REVERSE SIDE FOR EXPLANATION OF ENTRIES UNDER CODE 1 AND 2

DATE	CODE 1	REFERENCE NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT	QTY. REC.	CODE 2	P.O. NO.
09 21 5	4	001688	10,000.00	0.00	10,000.00			NF

(Aircraft Div)

Annual payment —
Lease Easement - Corbett W/L Mgmt Area

RECEIVED
MAIL ROOM
OCT 10 1995

$10,000 as 278936
ame & Fresh Water Fish Comm

PLEASE DETACH AND KEEP THIS PORTION FOR YOUR RECORDS

FHS

21003/11

They paid us
$10,000 as per
our lease agreement
with them!

Scott
Judy

cc: Debbie

UNITED TECHNOLOGIES PRATT&WHITNEY

PRATT & WHITNEY
400 Main Street, M/S 182-01
East Hartford, CT 06108 U.S.A.

CHECK NO. 278936

REMITTANCE ADVICE

SUPPLIER	DATE	VOUCHER NO.
86003	10/04/95	101593

101593

SEE REVERSE SIDE FOR EXPLANATION OF ENTRIES UNDER CODE 1 AND 2

DATE	CODE 1	REFERENCE NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT	QTY. REC.	CODE 2	P.O. NO.
09 21 5	4	001688	10,000.00	0.00	10,000.00			NF

(Aircraft Div)

Annual payment —
Lease Easement - Corbett W/L Mgmt Area

RECEIVED
MAIL ROOM
OCT 10 1995

$10,000.00 278936
Fresh Water Fish Comm

PLEASE DETACH AND KEEP THIS PORTION FOR YOUR RECORDS

21003/11

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

CC:

DATE: 09/20/94

PREPARED BY: Asheema Vemuri

TO:
United Technologies, Pratt & Whitney
Aircraft Division
P.O. Box 109600
West Palm Beach, FL 33402

ORIGINATING DIVISION: Wildlife

CONTACT: Tom Wright

PHONE: (904)488-3831

AGREEMENT NUMBER:

DETAIL	AMOUNT
Annual Payment Lease Easement Corbett Wildlife Management Area	$10,000.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$10,000.00

RECEIVED
MAIL ROOM
NOV 3 1994
$10,000 #262026
Game & Fresh Water Fish Comm

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: 21003
EO: 11

INVOICE NUMBER
№ 1607

From: Gerald Benedetto

Subject: Requests for Operating Checks from East Hartford for Non-Purchase Order Transactions

Date: August 15, 1990

In order to improve controls over the transactions and to document the reverse side of

INVOICE

DATE: 9/23/93

PREPARED BY: Sherry Meadows

TO:
United Technologies, Pratt & Whitney
Aircraft Division
P.O. Box 109600
West Palm Beach, FL 33402

ORIGINATING DIVISION: Wildlife

CONTACT: Tom Wright

PHONE: 904/488-3831

AGREEMENT NUMBER:

cc: Sherry

DETAIL	AMOUNT
ANNUAL PAYMENT LEASE EASEMENT CORBETT WILDLIFE MANAGEMENT AREA	$ 10,000.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$ 10,000.00

RECEIVED
MAIL ROOM
DEC 27 1993
10,000 #151687
Game & Fresh Water Fish Comm.

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600

V.C. 99542

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE:

OBJECT: 021003/11
EO:

INVOICE NUMBER
№ 1513

cc: Sherry M

UNITED TECHNOLOGIES

PRATT & WHITNEY
400 Main Street, M/S 182-01
East Hartford, CT 06108 U.S.A.

CHECK NO. 155373

REMITTANCE ADVICE

SUPPLIER	DATE	VOUCHER NO.
86003	10/27/92	44833

44833 SEE REVERSE SIDE FOR EXPLANATION OF ENTRIES UNDER CODE 1 AND 2

DATE		REFERENCE NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT	QTY. REC.	CODE 2	P.O. NO.
10 02 2	4	001417	10,000.00	0.00	10,000.00			NF

RECEIVED
MAIL ROOM
NOV 02 1992

21003/11

$10,000.00 44833
Game & Fresh Water Fish Comm

1417

PLEASE DETACH AND KEEP THIS PORTION FOR YOUR RECORDS

FLORIDA GAME AND FRESH WATER FISH COMMISSION

SECOND NOTICE 10-27-92 SM

INVOICE

DATE: 9-25-92

PREPARED BY: Sherry Meadows

TO:

United Technologies, Pratt & Whitney
Aircraft Division
P.O. Box 109600
West Palm Beach, FL 33402

ORIGINATING DIVISION: Wildlife

CONTACT: Tom Wright

PHONE: 904/488-3831

AGREEMENT NUMBER:

DETAIL	AMOUNT
ANNUAL PAYMENT LEASE EASEMENT CORBETT WILDLIFE MANAGEMENT AREA	$ 10,000.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$ 10,000.00

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:

OBJECT: 021003
EO: 11

INVOICE NUMBER

92 1417

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

LEG 8-8
S.W. Corbett

DATE: 9-25-92

PREPARED BY: Sherry Meadows

TO:

United Technologies, Pratt & Whitney
Aircraft Division
P.O. Box 109600
West Palm Beach, FL 33402

ORIGINATING DIVISION: Wildlife

CONTACT: Tom Wright

PHONE: 904/488-3831

AGREEMENT NUMBER:

DETAIL	AMOUNT
ANNUAL PAYMENT LEASE EASEMENT CORBETT WILDLIFE MANAGEMENT AREA	$ 10,000.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$ 10,000.00

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:

OBJECT: 021003
EO: 11

INVOICE NUMBER

№ 1417

TECHNOLOGIES

FLORIDA GAME AND FRESH WATER FISH COMMISSION

SECOND NOTICE INVOICE

1-8-92

DATE: 10/11/91

PREPARED BY: CINDY HAUCKE

TO: UNITED TECHNOLOGIES, PRATT & WHITNEY
AIRCRAFT DIVISION
P.O. BOX ~~2691~~ 109600
~~WEST~~ PALM BEACH, FL ~~33402~~

ORIGINATING DIVISION: WILDLIFE

CONTACT: TOM WRIGHT

PHONE: 904/488-3831

AGREEMENT NUMBER:

DETAIL	AMOUNT
ANNUAL PAYMENT LEASE EASEMENT CORBETT WILDLIFE MANAGEMENT AREA.	$ 10,000.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	10,000.00

RECEIVED
MAIL ROOM
FEB 17 1992
$ 10000 00 CK #669700
Game & Fresh Water Fish Comm.

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600

Approved
J.A. Kenworthy
2/5/92
ALLOWABLE

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE:

OBJECT: 021003
EO: 11

INVOICE NUMBER
№ 1352

UNITED TECHNOLOGIES

Internal Correspondence

cc: Sherry Meadows
Tom Wright

FLORIDA GAME AND FRESH WATER FISH COMMISSION

DATE: 11/15/90

INVOICE NO. 1283

DIVISION: WILDLIFE
CONTACT : WRIGHT TOM
PHONE : (904) 488-3831
AGREEMENT NUMBER :
PREP.BY : SHERRY MEADOWS

TO:

UNITED TECHNOLOGIES, PRATT & WHITNEY
AIRCRAFT DIVISION
P.O. BOX 2691
WEST PALM BEACH, FL 33402

ANNUAL PAYMENT
LEASE EASEMENT CORBETT WILDLIFE MANAGEMENT AREA.

21003/11

PLEASE REMIT THIS AMOUNT : $ 10000.00

SP

ASE REMIT TO:

LORIDA GAME AND FRESH WATER FISH COMMISSION
20 SOUTH MERIDIAN STREET
ALLAHASSEE, FLORIDA 32399-1600

APPROVED FOR PAYMENT

STATE

CO

REC

RECEIVED
MAIL ROOM
FEB 4 1991
Game & Fresh Water Fish Comm.

PLEASE DETACH AND KEEP THIS PORTION FOR YOUR RECORDS

INVOICE NO.

Remittance Advice

TECHNOLOGIES
PRATT & WHITNEY

Tom [illegible]
Voucher/Check No.
323661

Government Engine Business
Box 109600, West Palm Beach, Florida 33410-9600 Phone (407) 796-2000 PWAF-265 Rev. 1/86

DOC	REA	Book VOU	Invoice Number	P.O.	Sub P.O.	Invoice Amount	Discount Amount	Net Amount
1		724128	1209			10,000.00	0.00	10,000.00

RECEIVED
MAIL ROOM
OCT 16 1989
$10,000.00 CK# 323661
Game & Fresh Water Fish Comm.

For Deposit Only Game & Fish Comm. 7700006
D6407 OCT 16 1989
Treasury Concentration Acct #1000004444

21003/11

*See Reverse Side for Code Definition	Vendor Number	Date	Net Voucher Total
	099542	10/12/89	10,000.00

Paid/ Invoice 1209
United Tech Pratt-Whitney Aircraft Div.

FHS

File
WLD 8-5-3
Corbett WMA lease file
pratt-whitney/United Technologies

Frank Smith

~~Tom Wynn~~

Wildlife

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE NO. 1209

DATE: 08/30/89

DIVISION: WILDLIFE
CONTACT : WRIGHT TOM
PHONE : (904) 488-3831
AGREEMENT NUMBER :
PREP.BY : CINDY BYNUM

TO:

UNITED TECH. PRATT-WHITNEY AIRCRAFT DIV

P.O. BOX 2691
WEST PALM BEACH, FL 33402

A/R E 10/18 (Atm)

ANNUAL PAYMENT

LEASE EASEMENT CORBETT WILDLIFE MANAGEMENT AREA.

N995 7476 | 550

PLEASE REMIT THIS AMOUNT : $ 10000.00

PLEASE REMIT TO:

RCMonaco

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600

STATE AGENCIES REMIT TO FUND :

PLEASE RETURN INVOICE COPY WITH YOUR CHECK

FOR COMMISSION USE :

For Deposit Only Game & Fish Comm. 7700006

D 6 4 0 7 OCT 16 1989

Treasury Concentration Acct #1000004444

ATE RECEIVED

OBJECT/EO
021003/11

INVOICE NO.
1209

OPERATING ACCOUNT

UNITED TECHNOLOGIES PRATT&WHITNEY

Pratt Whitney Lease WLD8-5-3

50-937
213

290407
290407

THE CHASE MANHATTAN BANK, N.A.
SYRACUSE, NEW YORK

Government Engine Business
Box 109600, West Palm Beach, Florida 33410-9600
Phone (407) 796-2000

IN FULL SETTLEMENT OF ITEMS LISTED ON ACCOMPANYING STATEMENT

DATE 11/03/88

PAY: TEN THOUSAND AND NO/100 DOLLARS ****** $****10,000.00

TO THE ORDER OF
FLORIDA GAME AND FRESH
WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FL 32301

AUTHORIZED SIGNATURE

AUTHORIZED COUNTER SIGNATURE

⑈290407⑈ ⑆021309379⑆ 601⑈2⑈78310⑈

Remittance Advice

UNITED TECHNOLOGIES PRATT&WHITNEY

Voucher/Check No.
290407

Government Engine Business
Box 109600, West Palm Beach, Florida 33410-9600 Phone (407) 796-2000 PWAF-265 Rev. 1/86

DOC	REA	Book VOU	Invoice Number	P.O.	Sub P.O.	Invoice Amount	Discount Amount	Net Amount
1		623500	1150			10,000.00	0.00	10,000.00

RECEIVED
MAIL ROOM
NOV 07 1988
$10,000 290407
Game & Fresh W

Vendor Number	Date	Net Voucher Total
099542	11/03/88	10,000.00

*See Reverse Side for Code Definition

Tom Wright
W/R

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE NO. 1150*

DATE: 09/26/88

DIVISION: WILDLIFE
CONTACT : WRIGHT, TOM
PHONE : (904) 488-3831
AGREEMENT
NUMBER :
PREP.BY : SANDRA PETERSON

TO:
UNITED TECH. PRATT-WHITNEY AIRCRAFT DIV
P.O. BOX 2691
WEST PALM BEACH, FL 33402

File
WLD8-5-3
Corbett Lease
Pratt Whitney

ANNUAL PAYMENT.

LEASE EASEMENT CORBET WILDLIFE MANAGEMENT AREA.

PLEASE REMIT THIS AMOUNT : $ 10000.00

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE ,FLORIDA 32399-1600

STATE AGENICES REMIT TO FUND :

PLEASE RETURN INVOICE COPY WITH YOUR CHECK

FOR COMMISSION USE :

DATE RECEIVED	CODE	OBJECT
	000	021003

INVOICE NO.
1150*

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE: September 28, 1987

TO:

United Technologies
Pratt-Whitney Aircraft Division
Government Products Division
P. O. Box 2691
West Palm Beach, FL 33402

ORIGINATING DIVISION:	Wildlife
CONTACT:	Tom Wright
PHONE:	(904)488-3831
AGREEMENT NUMBER:	
PREPARED BY:	Sandra Peterson

DETAIL	AMOUNT
Lease Easement Corbet Wildlife Management Area	
Annual Payment	$ 10,000.00
PLEASE REMIT THIS AMOUNT	$ 10,000.00

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32301

PLEASE MAKE CHECKS PAYABLE TO: FLORIDA GAME AND FRESH WATER FISH COMMISSION
PLEASE RETURN REMITTANCE COPY WITH YOUR CHECK

FOR GFC USE ONLY--DO NOT WRITE BELOW THIS LINE

DATE RECEIVED:	REVENUE CONTROL	REVENUE OBJECT CODE	COMPTROLLER CODE
POSTED BY:		700/21	

INVOICE NUMBER

№ 1067

ACCOUNTS RECEIVABLE FILE

Advice

UNITED TECHNOLOGIES PRATT & WHITNEY

Voucher/Check No
217166

Government Products Division
Box 2691 West Palm Beach, Florida 33402 - 2691 Phone (305) 840-2000 PWAF-265 Rev 1 85

DOC	REA	Book VOU	Invoice Number	P.O.	Sub P.O.	Invoice Amount	Discount Amount	Net Amount
1		406359	0939			10,000.00	0.00	10,000.00

780/21

RECEIVED
MAIL ROOM
OCT 10 1986
$10000 # 217166
Game & Fresh Water Fish Comm.

*See Reverse Side for Code Definition	Vendor Number	Date	Net Voucher Total
	099542	10/07/86	10,000.00

TECHNOLOGIES
PRATT&WHITNEY

P. O. Box 2691
West Palm Beach, Florida 33402
305/840-2000

Government Products Division

September 29, 1986

CERTIFIED - RETURN RECEIPT REQUESTED

Florida Game and Fresh
Water Fish Commission
620 South Meridan Street
Tallahassee, FL 32301

Reference: Lease Easement, Corbett
Wildlife Management Area

Gentlemen:

Enclosed is our Check Number 217166 in the amount of $10,000.00 to cover the annual payment due November 1986, provided under Paragraph 7 of the Agreement dated September 1956, amended by Amendment No. 1 dated March 1, 1964, between United Aircraft Corporation (now United Technologies Corporation) and the Game and Fresh Water Fish Commission of the State of Florida.

It is requested that the commission sign and return the duplicate copy of this letter acknowledging receipt of the enclosed check.

Very truly yours,

R L Monaco

Robert L. Monaco
Vice President, Controller

Check Enclosed

Receipt is acknowledged of the within described enclosure

Andrea Grove

10-13-86
Date

39

ACCOUNTS RECEIVABLE

UNITED TECHNOLOGIES PRATT&WHITNEY

Claim Check No.
066822

☐ Hold

Date

1ST Notice

2ND Notice

Return

Detached from PS Form 3849-A, Oct. 1985

Government Products Division
P.O. Box 2691
West Palm Beach, Florida 33402

REGISTERED MAIL
R 069 904 485

WEST PALM BEACH, FL P.B. GARDENS BR. USPS OCT 8 1986

WEST PALM BEACH OCT 8 '86 FLA

US POSTAGE 4.69

Florida Game and Fresh
Water Fish Commission
620 South Meridan Street
Tallahassee, FL 32301

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE: September 4, 1986

TO:

United Technologies
Pratt-Whitney Aircraft Division
Government Products Division
P.O. Box 2691
West Palm Beach, FL 33402

ORIGINATING DIVISION: Wildlife

CONTACT: Tom Wright

PHONE: (904) 488-3831

AGREEMENT NUMBER:

PREPARED BY: Sharon Dial

DETAIL	AMOUNT
Lease Easement Corbet Wildlife Management Area Annual Payment	$10,000.00
PLEASE REMIT THIS AMOUNT	$10,000.00

V/C 99542
A/C 7476
DEPT 550
10/3/86

V/C 99542
A/C 7476
D 550

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32301

PLEASE MAKE CHECKS PAYABLE TO: FLORIDA GAME AND FRESH WATER FISH COMMISSION
PLEASE RETURN REMITTANCE COPY WITH YOUR CHECK

FOR GFC USE ONLY--DO NOT WRITE BELOW THIS LINE

DATE RECEIVED: 10-10-86 DP0331

POSTED BY: Sharon Dial

REVENUE CONTROL	REVENUE OBJECT CODE	COMPTROLLER CODE
	780/21	

INVOICE NUMBER

№ 0939

CUSTOMER

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE: September 4, 1986

TO: 2

United Technologies
Pratt-Whitney Aircraft Division
Government Products Division
P.O. Box 2691
West Palm Beach, FL 33402

ORIGINATING DIVISION: Wildlife

CONTACT: Tom Wright

PHONE: (904) 488-3831

AGREEMENT NUMBER:

PREPARED BY: Sharon Dial

DETAIL	AMOUNT
WLD 8-5-3 [redacted]	
Annual Payment	$10,000.00
File TGW	
PLEASE REMIT THIS AMOUNT	$10,000.00

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32301

PLEASE MAKE CHECKS PAYABLE TO: FLORIDA GAME AND FRESH WATER FISH COMMISSION
PLEASE RETURN REMITTANCE COPY WITH YOUR CHECK

FOR GFC USE ONLY--DO NOT WRITE BELOW THIS LINE

DATE RECEIVED:	REVENUE CONTROL	REVENUE OBJECT CODE	COMPTROLLER CODE
POSTED BY:		780/21	

INVOICE NUMBER

№ 0939

CONTACT PERSON

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE: September 11, 1995

TO:

United Technologies
Pratt-Whitney Aircraft Division
Government Products Division
P.O. Box 2691
West Palm Beach, FL 33402

ORIGINATING DIVISION:

CONTACT:

PHONE:

AGREEMENT NUMBER:

PREPARED BY:

DETAIL	AMOUNT
Lease Easement Corbett Wildlife Management Area Annual Payment	
PLEASE REMIT THIS AMOUNT	

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32301

PLEASE MAKE CHECKS PAYABLE TO: FLORIDA GAME AND FRESH WATER FISH COMMISSION
PLEASE RETURN REMITTANCE COPY WITH YOUR CHECK

FOR GFC USE ONLY--DO NOT WRITE BELOW THIS LINE

DATE RECEIVED:	REVENUE CONTROL	REVENUE OBJECT CODE	COMPTROLLER CODE
POSTED BY:			

INVOICE NUMBER

№ 0706

ACCOUNTS RECEIVABLE FILE

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE: August 29, 1984

ORIGINATING DIVISION:	Wildlife
CONTACT:	Dr. A. Bennett
PHONE:	488-9431
AGREEMENT NUMBER:	
PREPARED BY:	AB

TO:

United Technologies
Pratt-Whitney Aircraft Division
Government Product Division
P. O. Box 2691
West Palm Beach, FL 33402

DETAIL	AMOUNT
Lease Easement Corbett Wildlife Management Area	
Annual Payment	$10,000
PLEASE REMIT THIS AMOUNT	$10,000

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32301

PLEASE MAKE CHECKS PAYABLE TO: FLORIDA GAME AND FRESH WATER FISH COMMISSION
PLEASE RETURN REMITTANCE COPY WITH YOUR CHECK

FOR GFC USE ONLY--DO NOT WRITE BELOW THIS LINE

DATE RECEIVED:	REVENUE CONTROL	REVENUE OBJECT CODE	COMPTROLLER CODE
POSTED BY:		237	21

780

INVOICE NUMBER

№ 0384

ACCOUNTS RECEIVABLE FILE

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE: SEPTEMBER 1, 1983

TO:

UNITED TECHNOLOGIES
PRATT-WHITNEY AIRCRAFT DIVISION
GOVERNMENT PRODUCT DIVISION
PO BOX 2691
WEST PALM BEACH, FL 33402

ORIGINATING DIVISION: [illegible]

CONTACT: DR. [illegible]

PHONE: [illegible]

AGREEMENT NUMBER: LEASE EASEMENT

PREPARED BY: SPR (SAVERNO)

DETAIL	AMOUNT
LEASE EASEMENT CORBETT WILDLIFE MANAGEMENT AREA----------	$10,000.00
PLEASE REMIT THIS AMOUNT	$10,000.00

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32301

PLEASE MAKE CHECKS PAYABLE TO: FLORIDA GAME AND FRESH WATER FISH COMMISSION
PLEASE RETURN REMITTANCE COPY WITH YOUR CHECK

FOR GFC USE ONLY--DO NOT WRITE BELOW THIS LINE

DATE RECEIVED:

POSTED BY:

REVENUE CONTROL	REVENUE OBJECT CODE	COMPTROLLER CODE
	237	21

INVOICE NUMBER

№ 0221

ACCOUNTS RECEIVABLE FILE

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE: SEPTEMBER 30, 1982

ORIGINATING DIVISION: ADM. SERVICES

CONTACT: DR. ALAN ECHERT

PHONE: (904) 488-3831

AGREEMENT NUMBER: LEASE EASEMENT

PREPARED BY: SPM (REVENUE)

TO:

UNITED TECHNOLOGIES, INC.
PRATT & WHITNEY AIRCRAFT DIVISION
GOVERNMENT PRODUCT DIVISION
P.O. BOX 2691
WEST PALM BEACH, FL 33402

DETAIL	AMOUNT
LEASE EASEMENT: CORBETT WILDLIFE MANAGEMENT AREA	$10,000.00
PLEASE REMIT THIS AMOUNT	$10,000.00

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32301

PLEASE MAKE CHECKS PAYABLE TO: FLORIDA GAME AND FRESH WATER FISH COMMISSION
PLEASE RETURN REMITTANCE COPY WITH YOUR CHECK

FOR GFC USE ONLY--DO NOT WRITE BELOW THIS LINE

DATE RECEIVED:

POSTED BY:

REVENUE CONTROL	REVENUE OBJECT CODE	COMPTROLLER CODE
5289	0237	21

INVOICE NUMBER

№ 0116

ACCOUNTS RECEIVABLE FILE

F. Smith
V. Heller
File: WLD 8-5-3
Corbett WMA

PRATT & WHITNEY AIRCRAFT GROUP

GOVERNMENT PRODUCTS DIVISION

P. O. Box 2691
West Palm Beach, Florida 33402

RECEIVED
MAIL ROOM

SEP 14 1981

$10,000.00 ck 95361
Game & Fresh Water Fish Comm.

September 4, 1981

Florida Game and Fresh Water Fish Commission
620 South Meridian Street
Tallahassee, Florida 32301

Gentlemen:

Pursuant to Paragraph 7 of an agreement entered into between United Aircraft Corporation (now United Technologies Corporation) and the Game and Fresh Water Fish Commission of the State of Florida, dated September 5, 1956, as amended by Amendment No. 1, dated March 1, 1964, United Technologies Corporation hereby exercises its option to extend the provisions of Paragraph 7 of the agreement as amended for an additional twenty-five years.

Enclosed is our check no. 95361 in the amount of $10,000 to cover the annual payment due November 1981.

It is requested that the commission sign and return the duplicate copy of this letter acknowledging receipt of the enclosed check.

Very truly yours

UNITED TECHNOLOGIES CORPORATION
Pratt & Whitney Aircraft
Government Products Division

5289-0237
21

W. S. Parker
Vice President - Counsel

Check enclosed

Receipt is acknowledged of the within described enclosure

_____ _____
Date

WSP:WRC:shb

UNITED TECHNOLOGIES

F. Smith

File: WLD 8-5-3
Corbett WMA

PRATT & WHITNEY AIRCRAFT GROUP

GOVERNMENT PRODUCTS DIVISION

P. O. Box 2691
West Palm Beach, Florida 33402

RECEIVED
MAIL ROOM

SEP 14 1981

September 4, 1981

$10,000.00 95361
Game & Fresh Water Fish Comm.

Florida Game and Fresh Water Fish Commission
620 South Meridian Street
Tallahassee, Florida 32301

Gentlemen:

Pursuant to Paragraph 7 of an agreement entered into between United Aircraft Corporation (now United Technologies Corporation) and the Game and Fresh Water Fish Commission of the State of Florida, dated September 5, 1956, as amended by Amendment No. 1, dated March 1, 1964, United Technologies Corporation hereby exercises its option to extend the provisions of Paragraph 7 of the agreement as amended for an additional twenty-five years.

Enclosed is our check no. 95361 in the amount of $10,000 to cover the annual payment due November 1981.

It is requested that the commission sign and return the duplicate copy of this letter acknowledging receipt of the enclosed check.

Very truly yours

UNITED TECHNOLOGIES CORPORATION

10-13-92

Amendment 1 dated 3-1-64

Diane's looking for this amendment neither of us have it.

Lea Rybak is my contact now.

11/5/90

1981 + 25 years

-09-0237

invoice w/out memo

DE

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE:

TO:

ORIGINATING DIVISION:

CONTACT:

PHONE: ( ) 488-3831

AGREEMENT NUMBER:

PREPARED BY:

(Revenue)

DETAIL	AMOUNT
PLEASE REMIT THIS AMOUNT	$10,000

PAID TR0060

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32301

PLEASE MAKE CHECKS PAYABLE TO: FLORIDA GAME AND FRESH WATER FISH COMMISSION
PLEASE RETURN REMITTANCE COPY WITH YOUR CHECK

FOR GFC USE ONLY--DO NOT WRITE BELOW THIS LINE

DATE RECEIVED:

POSTED BY:

REVENUE CONTROL	REVENUE OBJECT CODE	COMPTROLLER CODE

INVOICE NUMBER

№

NUMERIC FILES

WILDLIFE
SEP 0 8 '81
DIRECTOR
ASSISTANT
ADM. ASSISTANT
BU. CH. LAND MGT.
ASST. LAND MGT.
PLANNER
SUPVR. DIRECTOR
BU. CH. RESEARCH
BU. CH. RESOURCES
E. S. COORDINATOR
E. S. BIOLOGIST
SECRETARY
E

Vick
Heller
(Wild Life)

BURNS, MIDDLETON, ROGERS AND FARRELL
LAWYERS
205 WORTH AVENUE
PALM BEACH, FLORIDA

C. ROBERT BURNS
ELWYN L. MIDDLETON
PAUL G. ROGERS
JOHN M. FARRELL
EARL R. BOYCE

TELEPHONE
TEMPLE 3-3611

January 15, 1963

Mr. A. D. Aldrich, Director
Game and Fresh Water Fish Commission
Tallahassee, Florida

Re: Our File 1818.8a

Dear Mr. Aldrich:

In accordance with your letter of October 30, 1962, I am returning for your file a duplicate original of the correction agreement between United Aircraft Corporation and the Commission dated October 27, 1962, fully executed by all parties.

Sincerely,

C. ROBERT BURNS

CRB/b
Enc.
cc: Mr. T. G. Hart

RECEIVED
JAN 17 1963
GAME & FRESH WATER FISH COMM.

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

File: WLD 8-5-3
Corbett WMA

DATE: September 8, 1981

TO:

Pratt & Whitney Aircraft
Government Product Division
P.O. Box 2691
West Palm Beach, Fl. 33402

ORIGINATING DIVISION: Wildlife
CONTACT: Dr. Alan Egbert
PHONE: (904) 488-3831
AGREEMENT NUMBER: Lease Easement
PREPARED BY: R.W. (Revenue)

DETAIL	AMOUNT
Lease Easement: Corbett Wildlife Management Area----------	$10,[illegible].00
PLEASE REMIT THIS AMOUNT	$10,[illegible].0

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32301

PLEASE MAKE CHECKS PAYABLE TO: FLORIDA GAME AND FRESH WATER FISH COMMISSION
PLEASE RETURN REMITTANCE COPY WITH YOUR CHECK

FOR GFC USE ONLY--DO NOT WRITE BELOW THIS LINE

DATE RECEIVED:

POSTED BY:

REVENUE CONTROL	REVENUE OBJECT CODE	COMPTROLLER CODE
5289	0237	21

INVOICE NUMBER

№ 0022

WILDLIFE
SEP 0 1981

DIRECTOR ____
ASSISTANT ____
ADM. ASSIST. ____
DIV. CH. LAND MGT. ____
ASST. LAND MGT. ____
PLANNER ____
QUOTA DIRECTOR ____
DIV. CH. RESEARCH ____
DIV. CH. RESOURCES ____
E. S. COORDINATOR ____
E. S. BIOLOGIST ____
SECRETARY ____
E. S. ____

Vick
Heller
(Wildlife)

October 30, 1962

Mr. C. Robert Burns,
Burns, Middleton, Rogers and Farrell,
205 Worth Avenue,
Palm Beach, Florida.

Dear Mr. Burns:

Attached are executed copies of the proposed agreement referred to in your file number 1881.8a. We would appreciate your executing all three copies of the agreement, retaining one for your file, and returning two to this office.

We would like to take this opportunity to apologize for the delay in executing this agreement. We are still at a complete loss as to what happened to the agreements that were originally prepared.

We hope that this adequately takes care of the matter.

Sincerely yours,

A. D. Aldrich,
Director.

ADA:F:he
Attachments

BURNS, MIDDLETON, ROGERS AND FARRELL
LAWYERS
205 WORTH AVENUE
PALM BEACH, FLORIDA

C. ROBERT BURNS
ELWYN L. MIDDLETON
PAUL G. ROGERS
JOHN M. FARRELL
EARL R. BOYCE

TELEPHONE
TEMPLE 3-3611

October 26, 1962

RECEIVED
OCT 29 1962
GAME & FRESH WATER FISH COMM.

Mr. A. D. Aldrich, Director
Game and Fresh Water Fish Commission
Tallahassee, Florida

Re: Our File 1881.8a

Dear Mr. Aldrich:

This is to remind you that I have had no reply to my letter to you of August 23, 1962, reading as follows:

> "Pursuant to the request in your letter of July 31, herewith copy of form of agreement between United Aircraft Corporation and the Game and Fresh Water Fish Commission which has been approved by the Attorney General and the Commission, together with four copies of the revised plat of survey that is to be attached to the agreement as 'Exhibit A.'"

It is almost a year since Attorney General Ervin approved the form of the amendment for submission for execution at the next meeting of the Commission.

We are anxious to close out our file on this matter.

Sincerely,

C. ROBERT BURNS

CRB/b
cc: Mr. T. G. Hart, Assistant Secretary
Pratt & Whitney Aircraft
Division of United Aircraft Corporation
P.O. Box 2691
West Palm Beach, Florida

A G R E E M E N T

THIS CORRECTION AGREEMENT made and entered into this 27th day of October, 1962, by and between UNITED AIRCRAFT CORPORATION, a Delaware corporation with an office and place of business (Pratt & Whitney Aircraft Division, Florida Research and Development Center) in the County of Palm Beach, State of Florida, hereinafter called "Aircraft", and GAME AND FRESH WATER FISH COMMISSION OF FLORIDA, hereinafter called the "Commission":

W I T N E S S E T H:

WHEREAS, by deed dated the 23rd day of November, 1956, recorded in Deed Book 1164, page 271, of the Official Records of Palm Beach County, Florida, on the 29th day of November, 1956, the Commission conveyed to Aircraft certain lands in Palm Beach County, Florida, hereinafter referred to as "Plant Site"; and

WHEREAS, the Commission is the owner of lands contiguous to the aforesaid Plant Site, and the parties have heretofore entered into a certain agreement dated November 23, 1956, which was filed of record in Deed Book 1165, page 379, of the Official Records of Palm Beach County, Florida, establishing boundaries between the Plant Site and the Commission's aforesaid contiguous lands, such boundaries being as shown and monumented by K. C. Mock & Associates, Engineers and Surveyors, on a certain plat of survey dated November, 1956, which was attached and made a part of said agreement; and

WHEREAS, subsequent to the execution of the aforementioned agreement dated November 23, 1956, the said plat of survey was discovered to have contained certain errors, and a revised plat of survey was prepared by K. C. Mock & Associates under date of December 18, 1956, correcting the aforementioned errors; and

WHEREAS, it is desired by the parties to correct the agreement dated November 23, 1956, so as to incorporate therein the revised plat of survey;

NOW, THEREFORE, it is agreed by and between the parties, in consideration of the sum of Ten Dollars ($10.00) paid by each of the parties to the other and for other good and valuable consideration, that the certain agreement dated November 23, 1956, be and hereby is corrected by deleting therefrom the true copy of the plat of survey prepared by K. C. Mock & Associates and dated November, 1956, and substituting therefor the revised plat of survey prepared by K. C. Mock & Associates and dated December 18, 1956, the same being attached hereto as "Exhibit A."

It is further agreed that the revised plat of survey dated December 18, 1956, shall be deemed to have been attached to and made a part of the said agreement of November 23, 1956, from the date of its inception in lieu of the plat of survey of November, 1956. It is further agreed that the lines as shown and monumented on the revised plat of survey dated December 18, 1956, shall constitute the true and correct boundary between the Plant Site and the lands owned by the Commission.

It is further understood and agreed that it is not a purpose of this instrument to affect in any way the agreement between the parties dated September 5, 1956, the sole purpose of this agreement being to correct the agreed boundary line between the lands of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate the day and year hereinabove first set forth.

UNITED AIRCRAFT CORPORATION

(CORPORATE SEAL)

By _____
~~Its~~ Vice-President

ATTEST:

Marion E. Eagan
~~Its~~ Assistant Secretary

Signed, sealed and delivered
in our presence:

_____

_____
As to Aircraft

-2-

GAME AND FRESH WATER FISH COMMISSION

By _____ (SEAL)

(COMMISSION SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

As and constituting the Chairman and Commissioners of Game and Fresh Water Fish Commission of Florida

ATTEST:

_____
Director

Signed, sealed and delivered in our presence:

_____

_____

STATE OF Connecticut)
COUNTY OF Hartford) ss.: East Hartford

Before me personally appeared W. R. Robbins and Marion E. Eagan respectively a Vice-President and an Assistant Secretary of UNITED AIRCRAFT CORPORATION, to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the said instrument.

WITNESS my hand and official seal this 14th day of December, 1962.

_____
Notary Public in and for the County and State Aforesaid

My Commission Expires: _____

MY COMMISSION EXPIRES APRIL 1, 1966

STATE OF FLORIDA

COUNTY OF LEON

Before the undersigned authority this day personally appeared Ed Madill, Chairman, J. B. Davis, Ronald Wise, W. T. McBroom and Don Southwell, Commissioners, each known to me and known to be Chairman and Commissioners, respectively, of Game and Fresh Water Fish Commission of Florida, and who did acknowledge before me that they executed the foregoing instrument in the capacities above stated for the uses and purposes therein expressed.

WITNESS my hand and official seal this 27th day of October, A. D. 1962.

Hilda M. Elkins
Notary Public

My commission expires: Notary Public, State of Florida at Large
~~My Commission Expires~~ Mar. 20, 1963
Bonded By American Fire & Casualty Co.

February 3, 1958

Pratt & Whitney Aircraft
P. O. Box 2691
West Palm Beach, Florida

Attention: Mr. T. G. Hart, Jr.
Assistant Secretary

Gentlemen:

Enclosed herewith is the original and one copy of the executed agreement covering the easement for construction of a canal across Commission lands from the Aircraft facility to the C-18 canal.

We appreciate the alignment of this canal adjacent to the East boundary of the Corbett Area. The Commission approved this easement at their regular meeting on January 29, 1958.

It is understood that personnel of this Commission will be given sufficient notice of construction to enable cooperation relative to placement of culverts or bridges through the spoil bank or across the canal if such are considered necessary. Further consideration of the re-establishment of the trail road into the Corbett Area from our North entrance around the West side of the Pratt & Whitney facility was also discussed and requested. It is understood that water conditions on the Area will determine the most opportune time to prepare the road as well as to complete the South boundary fence.

Yours very truly,

GAME AND FRESH WATER FISH COMMISSION

By_____
A. D. Aldrich, Director

ADA:hr
attachments

RECEIVED
JAN 22 1958
GAME & FRESH WATER FISH COMM.

PRATT & WHITNEY AIRCRAFT
FLORIDA OPERATIONS
DIVISION OF UNITED AIRCRAFT CORPORATION
P. O. BOX 2691
WEST PALM BEACH, FLORIDA

January 21, 1958

Mr. A. D. Aldrich, Director
Game and Fresh Water Fish Commission
of the State of Florida
646 West Tennessee
Tallahassee, Florida

Dear Mr. Aldrich:

I am forwarding herewith the original and three copies of an agreement covering the easement for construction of the canal linking our property with C-18 Canal. The easement agreement has been modified, in accordance with our discussions of January 15, to locate the easement as far to the East as will be practicable, taking into consideration the County's requirement for a 300-foot strip of land for the road immediately West of the range line. This modified easement location should impair to a minimum extent the effective utilization of the Commission's land for hunting and fishing purposes.

We will greatly appreciate your efforts to have this agreement approved and executed by the Commission at their next meeting on January 29, 1958. Please let me know in the event any questions should arise, and otherwise kindly forward the fully-executed original of the agreement to us as soon after your meeting as feasible.

Yours very truly,

PRATT & WHITNEY AIRCRAFT DIVISION
Florida Operations

T. G. Hart, Jr.
Assistant Secretary

TGH/bn
Enclosures

cc: Mr. Ralph McLane
(With enclosure)

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF FLORIDA, for the use and benefit of the GAME AND FRESH WATER FISH COMMISSION OF THE STATE OF FLORIDA, with its principal office in Tallahassee, Leon County, Florida, (hereinafter called "Grantor"), in partial fulfillment of those obligations of the Grantor contained in paragraph 6(g) of that agreement between the Grantor and Grantee herein, dated September 5, 1956, and for other good and valuable consideration, does hereby grant to UNITED AIRCRAFT CORPORATION, a Delaware corporation with an office and place of business (Pratt & Whitney Aircraft Division - Florida Operations), in West Palm Beach, Palm Beach County, Florida, (hereinafter called "Grantee"), and to its successors and assigns, an easement and right of way to be used for construction and maintenance of canals, ditches, dikes, sewers, bridges, culverts, crossings, roads, and other improvements incident thereto relating to drainage, flood control and water supply, in, over, under, 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:

> A strip of land 200' in width, being 100' as measured at right angles to and on each side of the following described center line: Beginning at a point on the South line of Section 13, Township 41 South, Range 40 East, said point being 2000' West of the Southeast corner of said Section 13; thence Southeasterly along a course, the bearing being 60 degrees as measured from East, along the South line of said Section 13, to South, to a point 400' West of, as measured at right angles to, the East line of Section 24, Township 41 South, Range 40 East; thence Southerly parallel to and 400' West of, as measured at right angles to, the East line of Sections 24, 25 and 36, Township 41 South, Range 40 East, and Section 1, Township 42 South, Range 40 East to a point 100' South of, as measured at right angles to, the North line of said Section 1; thence Easterly along a line 100' South of, as measured at right angles to, said North line of Section 1, to a point on the East line of said Section 1, Township 42 South, Range 40 East; all as shown on the attached drawing SK-12-34, "Proposed Drainage Canal", which is hereby made a part hereof.

Together with the right and privilege to reconstruct, inspect, alter, improve, remove or re-locate such facilities or any of them on the said easement, with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the above-mentioned purposes.

TO HAVE AND TO HOLD the above-mentioned easement unto the Grantee, its successors and assigns, for the use and benefit of its land in Sections 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18, all in Township 41 South, Range 40 East, and Section 13 in Township 41 South, Range 39 East.

By its acceptance of this easement, the Grantee reconfirms its obligations as set forth in paragraphs 5(d) and (e) of the above-mentioned agreement of September 5, 1956.

IN WITNESS WHEREOF the Grantor has executed this agreement this day of , 1958.

GAME AND FRESH WATER FISH COMMISSION

BY: _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

COMMISSION SEAL

As and constituting the Chairman and Commissioners of the Game and Fresh Water Fish Commission of the State of Florida.

ATTEST:

_____
Director

Signed, sealed and delivered in our presence:

_____

_____

STATE OF FLORIDA

COUNTY OF LEON

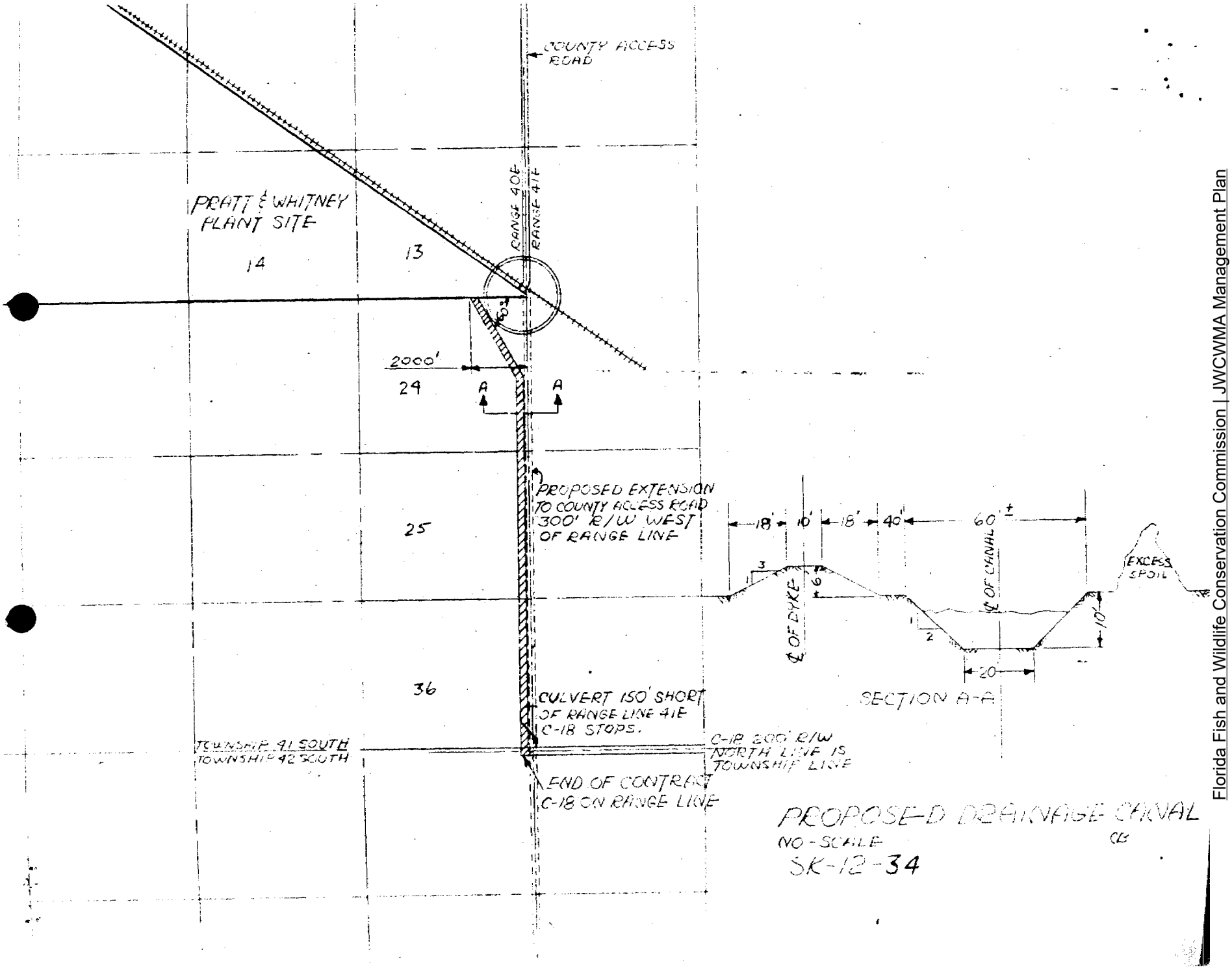
Before the undersigned authority this day personally appeared

each known to me and known to be Chairman and Commissioners, respectively, of the Game and Fresh Water Fish Commission of Florida, and who did acknowledge before me that they executed the foregoing instrument in the capacities above stated for the uses and purposes therein expressed.

WITNESS my hand and official seal this day of 1958.

_____
Notary Public

My commission expires:_____


COUNTY ACCESS ROAD
PRATT & WHITNEY PLANT SITE
14
13
RANGE 40E
RANGE 41E
2000'
24
A
A
PROPOSED EXTENSION TO COUNTY ACCESS ROAD 300' R/W WEST OF RANGE LINE
25
36
CULVERT 150' SHORT OF RANGE LINE 41E C-18 STOPS.
TOWNSHIP 41 SOUTH
TOWNSHIP 42 SOUTH
C-18 200' R/W NORTH LINE IS TOWNSHIP LINE
END OF CONTRACT C-18 ON RANGE LINE
18'
10'
18'
40'
60' ±
℄ OF DYKE
℄ OF CANAL
EXCESS SPOIL
6
10'
20
SECTION A-A
PROPOSED DRAINAGE CANAL
NO-SCALE
SK-12-34

C-1-08

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of November, 1956, by and between UNITED AIRCRAFT CORPORATION, a Delaware corporation with an office and place of business (Pratt & Whitney Aircraft Division) at East Hartford, Connecticut, duly qualified to transact business in Florida, hereinafter called "Aircraft"; and GAME AND FRESH WATER FISH COMMISSION OF FLORIDA, hereinafter called the "Commission";

WITNESSETH:

WHEREAS, by deed of even date, the Commission has conveyed to Aircraft certain lands in Palm Beach County, Florida, more particularly described as follows, to-wit:

> All that portion of Sections 3, 4, 10, 11, 13, and 14 lying south and west of the Seaboard Airline Railroad right of way; all of Sections 8, 9, 15, 16, 17, and 18; that portion of Section 5 lying south and east of a line from the northeast corner of Section 5 to the southwest corner of Section 5; that portion of Section 7 lying south and east of a line from the northeast corner of Section 7 to the southwest corner of Section 7, all in Township 41 South, Range 40 East; and all of Section 13, Township 41 South, Range 39 East; together with all tenements, hereditaments or appurtenances thereunto belonging or in anywise appertaining;

and

WHEREAS, the aforesaid conveyance was made pursuant to the provisions of that certain agreement between the parties hereto dated September 5, 1956; and

WHEREAS, the aforesaid agreement of September 5, 1956, in addition to providing for the aforesaid deed, contains an obligation on the part of Aircraft, among other obligations, to "cause to be provided and erected adequate fencing to set apart from the Management Area the Plant Site (the Plant Site being the lands described in the deed above referred to)"; and

WHEREAS, Aircraft has caused the aforesaid Plant Site to be surveyed and monumented by K. C. Mock & Associates, Engineers and Surveyors, a true copy of such plat of survey, dated November 1956, being hereto attached and made a part hereof; and

WHEREAS, pursuant to the afore-mentioned fencing obligation, Aircraft is obligated to erect fencing along all boundaries of the Plant Site shown on the attached plat of survey except the boundary bordered by the Seaboard Air Line Railway Company right of way; and

WHEREAS, the Commission is the owner of lands contiguous to the aforesaid Plant Site on all of the boundaries of the latter except the boundary formed by the right of way of the Seaboard Air Line Railway Company;

NOW, THEREFORE, it is agreed by and between the parties, in consideration of the sum of Ten Dollars ($10.00) paid by each of the parties to the other, and for other good and valuable considerations, that the fencing to be erected by Aircraft along the aforesaid boundaries of the Plant Site shall be located upon the lines of such boundaries as shown and as monumented on the attached plat of survey. It is further agreed that the lines as shown and monumented on the attached plat of survey shall constitute the true and correct boundary between the lands owned by Aircraft and the lands owned by the Commission.

It is further understood and agreed that it is not the purpose of this instrument to affect in any fashion the agreement between the parties dated September 5, 1956, the sole purpose of this agreement being to establish the exact line on which the aforesaid fencing is to be erected and to establish an agreed boundary line between the lands of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate the day and year hereinabove first set forth.

UNITED AIRCRAFT CORPORATION

(CORPORATE SEAL)

By Wright A Gardner
Its Vice-President

ATTEST:

E C Grimsland
Its Assistant Secretary

Signed, sealed and delivered
in our presence:

Victoria Sheetak

Irma B. Schober
As to Aircraft

GAME AND FRESH WATER FISH COMMISSION

By _____ (SEAL)

(COMMISSION SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ATTEST:

_____ (SEAL)

As and constituting the Chairman and Commissioners of Game and Fresh Water Fish Commission of Florida

_____
Director

Signed, sealed and delivered in our presence:

_____

_____
As to Commission

STATE OF Connecticut }
COUNTY OF Hartford } ss.: East Hartford

Before me personally appeared Knight A. Parkins and E. C. Grimshaw respectively Vice President and Assistant Secretary of UNITED AIRCRAFT CORPORATION, to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the said instrument.

WITNESS my hand and official seal this 3rd day of December, 1956.

_____
Notary Public in and for the County and State Aforesaid

My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF LEON

Before the undersigned authority this day personally appeared F. F. Holland, Chairman, R. G. Granger, James W. Cosper, Jr., Don Southwell and T. C. Hart, Commissioners, each known to me and known to be Chairman and Commissioners, respectively, of Game and Fresh Water Fish Commission of Florida, and who did acknowledge before me that they executed the foregoing instrument in the capacities above stated for the uses and purposes therein expressed.

WITNESS my hand and official seal this 23 day of November, A. D. 1956.

Frances E. Millar

Notary Public

Notary Public, State of Florida at Large
My Commission Expires May 9 1960
Bonded By American Fire & Casualty Co.

My commission expires:

AMENDMENT NO. 1 TO THE AGREEMENT OF SEPTEMBER 5, 1956, BETWEEN UNITED AIRCRAFT CORPORATION AND THE GAME AND FRESH WATER FISH COMMISSION OF THE STATE OF FLORIDA

THIS AMENDMENT NO. 1 made and entered into as of the 1st day of March, 1964, by and between UNITED AIRCRAFT CORPORATION, a Delaware corporation with an office and place of business (Pratt & Whitney Aircraft Division, Florida Research and Development Center) in the county of Palm Beach, state of Florida, hereinafter called "Aircraft," and GAME AND FRESH WATER FISH COMMISSION OF FLORIDA, hereinafter called the "State":

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into a certain Agreement on September 5, 1956, setting forth the terms and conditions under which the exchange of certain lands were to be effected in order to establish the plant site of Aircraft as the same is defined in said Agreement; and

WHEREAS, the parties now desire to amend said Agreement as hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties, in consideration of the sum of Ten Dollars ($10.00) paid by each of the parties to the other and for other good and valuable consideration, that paragraph 7 of said Agreement of September 5, 1956, is hereby amended by adding the following subparagraph thereto:

(c) Notwithstanding any other provision of this Agreement, the State will not dispose of the land contained in the following sections of the Management Area without the prior written consent of Aircraft:

In Township 41 South, Range 40 East: all of Sections 19 through 24, inclusive, all of Sections 28 through 30, inclusive, all of Section 6, and all of the northwest one-half of Sections 5 and 7; in Township 40 South, Range 40 East: that portion of Section 32 lying south and west of the Seaboard Air Line Railroad right-of-way and that portion of Section 31 lying south and east of a line from the northeast corner of Section 31 to the southwest corner of Section 31; in Township 41 South, Range 39 East: all of Sections, 1, 10, 11, 12, 14, 15, and 22 through 27, inclusive, and that portion of Section 2 lying south and east of a line from the northeast corner of Section 2 to the southwest corner of Section 2, all of the above being situate in Palm Beach County, Florida.

The restriction in this paragraph (c) shall apply for a period of 25 years from the date of this Amendment subject to an option in Aircraft to extend the same for a further period of 25 years.

Except as so modified, all of the surviving provisions of the Agreement between the parties hereto dated September 5, 1956, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate as of the day and year hereinabove set forth.

UNITED AIRCRAFT CORPORATION

CORPORATE SEAL

By _____
L. C. Mallet, Vice President

ATTEST:

_____
L. J. Daukas, Assistant Secretary

Signed, sealed and delivered in our presence:

_____

_____
As to Aircraft

GAME AND FRESH WATER FISH COMMISSION

COMMISSION SEAL

By _____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
As and constituting the Chairman and Commissioners of Game and Fresh Water Fish Commission of Florida

ATTEST:

_____
Director

Signed, sealed and delivered in our presence:

_____

_____

STATE OF Connecticut)
) ss.: East Hartford, Connecticut, March 24, 1964.
COUNTY OF Hartford)

Before me personally appeared L. C. Mallet and L. J. Daukas, respectively a Vice President and an Assistant Secretary of UNITED AIRCRAFT CORPORATION, to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the said instrument.

WITNESS my hand and official seal this 24th day of March, 1964.

L. J. Barrett
Notary Public in and for the County and State Aforesaid
L. J. Barrett
My Commission Expires: 4-1-66

STATE OF Florida)
) ss.: Tallahassee, Florida, March 24, 1964.
COUNTY OF Leon)

Before the undersigned authority this day personally appeared Ed Madill, M. A. Milam, Ronald Wise, W. T. McBroom, and K. K. Kennedy, Commissioners, each known to me and known to be Chairman and Commissioners, respectively, of Game and Fresh Water Fish Commission of Florida, and who did acknowledge before me that they executed the foregoing instrument in the capacities above stated for the uses and purposes therein expressed.

WITNESS my hand and official seal this 24th day of March, A.D., 1964.

Hilda M. Elkins
Notary Public
My Commission Expires: _____

Notary Public, State of Florida at Large
My Commission Expires Mar. 20, 1965
Bonded By American Fire & Casualty Co.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

EDWIN P. ROBERTS, DC
Pensacola

RODNEY BARRETO
Miami

SANDRA T. KAUPE
Palm Beach

H.A. "HERKY" HUFFMAN
Enterprise

DAVID K. MEEHAN
St. Petersburg

JOHN D. ROOD
Jacksonville

RICHARD A. CORBETT
Tampa

KENNETH D. HADDAD, 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

J.W. CORBETT - SCRIPPS PROJECT
- LAND EXCHANGE DEED

FAX TRANSMISSION

FAX NUMBER: (850) 921-7793
PHONE: (850) 488- 3831

DATE: September, 21, 2004

FROM: Tom Wright, Wildlife Restoration Coordinator

TO: Mr. Mike Picirrilli # (404) 679-4160

TOTAL PAGES 20 **INCLUDING THIS COVER SHEET**

COMMENTS: Mike: I believe this is the correct documentation.

TJW
WLD 11-2

620 South Meridian Street • Tallahassee • FL • 32399-1600
www.floridaconservation.org

EXHIBIT A

P
Y

THIS AGREEMENT made this 15th day of August, 1956 by and between INDIAN TRAIL RANCH, INC., a Florida corporation with an office and place of business in West Palm Beach, Florida, hereinafter called "Seller", and UNITED AIRCRAFT CORPORATION, a Delaware corporation with an office and place of business (Pratt & Whitney Aircraft Division) at East Hartford, Connecticut, hereinafter called "Aircraft";

W I T N E S S E T H:

WHEREAS, the Aircraft is desirous of locating a site for an industrial plant for the engineering and testing of aeronautical products in a portion of certain lands owned by the State of Florida and known as the J. W. Corbett Wild Life Management Area; and

WHEREAS, the Seller and the State of Florida are desirous of having the Aircraft locate and operate an industrial plant at the site aforesaid; and

WHEREAS, in order to permit the Game and Fresh Water Fish Commission of the State of Florida (hereinafter called "State") to discharge properly its statutory responsibilities, it is necessary for the State to acquire land contiguous to said J. W. Corbett Wild Life Management Area to enable the State to enlarge said Area in exchange for land to be conveyed by the State to the Aircraft for said industrial plant site; and

WHEREAS, the Seller is the owner of land contiguous to said J. W. Corbett Wild Life Management Area and is willing to grant the Aircraft an option to purchase a portion of such land for the purpose of exchanging it for the State-owned land which the Aircraft needs for its industrial plant site;

N O W T H E R E F O R E

In consideration of the premises and of the considerations and covenants hereinafter contained, the parties hereto do hereby agree as follows:

1. Seller does hereby give and grant unto Aircraft until twelve o'clock midnight Eastern Daylight Savings Time on the 15th day of September, 1956, hereinafter called the Option Period, the sole, exclusive and irrevocable right and option to purchase of and from Seller in the manner hereinafter set forth all or any portion as selected by Aircraft of the following described tract of real estate lying, being and situate in the County of Palm Beach, State of Florida, to wit:

> In Township 42 South Range 39 East all of Sections 9, 10, 11 and 12; the portion of Section 8 lying Northeast of the L-8 Canal, and the North half of Sections 13, 14 and 15; also
>
> In Township 42 South Range 40 East all of Sections 7, 8, 9, 10, 11 and 12 and the North half of Sections 13, 14, 15, 17 and 18;
>
> SUBJECT to an undivided one-half interest in oil, gas and other minerals provided in the Deed from Southern States Land & Timber Corporation to Indian Trail Ranch, Inc. dated April 20, 1951, recorded in Deed Book 941 at Page 526 in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, and the Indenture dated July 16, 1951 between Southern States Land & Timber Corporaation and Indian Trail Ranch, Inc. recorded in Deed Book 952 at Page 67,

hereinafter called "Said Tract," for a price to be computed at the rate of Fifty ($50.00) Dollars per acre; the exact acreage shall be determined by the official United States survey of said townships as recorded in the public records of Palm Beach County, Florida.

2. Aircraft agrees that if it elects to exercise its option to purchase all or any portion of Said Tract as herein provided, it shall name "The State of Florida, for the use and benefit of the Game and Fresh Water Fish Commission"

as the grantee to whom Said Tract, or the portion thereof selected by Aircraft, is to be conveyed. Seller agrees that until the closing date the State or Aircraft or the representatives of either of them shall have the right to enter upon Said Tract for the purpose of establishing boundaries, making surveys, measurements, maps and inspections for the purpose of determining the area, boundaries and for other similar purposes.

3. The Seller agrees that it will use its best efforts to effect within ten (10) days from the date of the execution of this Agreement the delivery to Ralph M. McLane, Esquire, Assistant Attorney General, c/o Attorney General, Capitol Building, Tallahassee, Florida, of an abstract of title to Said Tract prepared and certified by Atlantic Title Company in customary form and detail.

4. In the event that Aircraft elects to exercise its option to purchase all or any portion of Said Tract as herein provided, it shall deliver written notice to that effect to Seller within the Option Period, and in such notice shall specify either all or the portion of Said Tract to be purchased. Seller shall pay in full all State, County and other taxes, general and special, and all assessments which are a lien on the property to be purchased, and are then payable; provided that all State, County, School and other taxes assessed on the property to be purchased shall be prorated between Seller and Aircraft as of the date of delivery of the deed. At closing the Seller shall pay for all required documentary and revenue stamps upon the instruments of conveyance.

5. Aircraft and the State shall have until October 31, 1956 to examine the abstract of title delivered pursuant to

Paragraph 3 hereof:

(a) If in the opinion of counsel selected by the State, Seller has a merchantable fee simple title to said property excepting only

(i) the reservation set forth in Paragraph 1 above, and

(ii) such other liens and encumbrances as are not objectionable to the State,

Seller shall, within ten (10) days after the receipt of written notice from Aircraft of such opinion (provided such notice shall be given not later than December 1, 1956), deliver for Aircraft at the office of the Governor of the State of Florida the general warranty deed of Seller, or such other form of deed acceptable to the State, properly executed, and conveying to the State of Florida, for the use and benefit of the Game and Fresh Water Fish Commission, the fee simple title to Said Tract or the portion thereof selected by Aircraft free and clear of all liens and encumbrances whatsoever excepting only those provided for in (i) and (ii) above; and excepting that Seller may reserve in the said warranty deed to the State so much of the interest of the Seller in the oil, gas, sulphur and other minerals in, on and under said land of the Seller as the State shall not have required in order to enable the State to deliver to Aircraft fee simple title to the land to be acquired by Aircraft in the J. W. Corbett Wild Life Management Area free and clear of oil, gas, sulphur and other mineral rights therein; Aircraft shall concurrently with the delivery of said deed pay to Seller in full the purchase price for said property

whereupon Seller shall immediately deliver possession of said property to the State; provided, however, that the State shall have concurrently with the delivery of said deed to said property to the grantee executed with and delivered to Seller a lease-back of the said entire tract, mutually agreeable to the State and Seller, for a term of years mutually agreeable to the State and Seller, not exceeding ten (10) years, at an annual rental of One ($1.00) Dollar for use of the leased premises for agricultural and livestock purposes, said lease to grant Seller as lessee the right to remove all piling and fences from the leased premises upon termination of said lease.

(b) If there are objections to the title, the State shall specify the objections in writing to Seller and to Aircraft on or before October 31, 1956, and Seller may have any defects in the title corrected at the Seller's cost and expense and may cause such corrections to be shown on the abstract within twenty (20) days of delivery of such objections. Within ten (10) days thereafter Aircraft shall give written notice to the Seller as to whether such corrections are acceptable to Aircraft and the State. Failure of the Seller to receive such notice shall be deemed a rejection of such title by the State. In the event that such objections in the title are not rectified by Seller to the satisfaction of Aircraft and the State within thirty (30) days of delivery of objections to Seller, then this

entire Agreement shall be and become null and void unless Aircraft elects by written notice to the Seller to accept such title as Seller is prepared to deliver.

6. In full consideration for the option and rights granted by Seller to Aircraft under this Agreement, Aircraft agrees that promptly upon the signing of this Agreement it shall negotiate with the State with the objective of having the State

(a) Accept the conveyance of Said Tract or the portion thereof selected by Aircraft, in accordance with the provisions of this Agreement, and

(b) In exchange therefor and concurrently with the delivery to the State of the deed to Said Tract or the portion thereof selected by Aircraft, convey to Aircraft, free and clear of all liens and encumbrances whatsoever, the fee simple title in and to certain acreage in the J. W. Corbett Wild Life Management Area, in the County of Palm Beach, State of Florida, and all easements, rights and privileges necessary thereto, for the Aircraft to construct and operate an industrial plant on the site of said acreage, it being the intention and desire of Aircraft and Seller that the conveyance from the State to Aircraft and the conveyance from Seller to the State be made simultaneously and at the earliest practicable date after the signing of this Agreement.

7. It is agreed that if Aircraft is unable to have the State agree on or before December 1, 1956, to convey to Aircraft the necessary acreage and rights necessary thereto

in said J. W. Corbett Wild Life Management Area, upon terms and conditions satisfactory to Aircraft, Aircraft shall promptly notify Seller in writing to such effect, whereupon, and notwithstanding that Aircraft shall have exercised the option provided for herein, this Agreement shall be and become null and void unless Seller and Aircraft shall have agreed in writing to an extension beyond said date.

8. If this Agreement shall become null and void pursuant to any provision hereof, there shall be no liability hereunder on the part of either party to the other.

9. Aircraft has advised Seller that to the best of Aircraft's knowledge and belief no broker has had any part in bringing about this Agreement or the conveyance of the property contemplated hereby other than A. E. and R. F. Raidle, Inc. Seller represents that it has dealt with no brokers in bringing about this Agreement and has no knowledge of any brokers having brought about this Agreement. Seller agrees to indemnify and save Aircaraft forever harmless with respect to any claim for any real estate commission of A. E. and R. F. Raidle, Inc.

10. Neither this Agreement, nor any rights or interests hereunder may be assigned by either of the parties hereto without the prior written consent of the other party hereto.

11. Notices required or provided for under this Agreement shall for all purposes be deemed to be duly given and received if sent by registered mail, postage prepaid, to the respective parties at the following addresses:

Indian Trail Ranch, Inc.
Post Office Box 6008
West Palm Beach, Florida

United Aircraft Corporation
Pratt & Whitney Aircraft Division
400 Main Street
East Hartford 8, Connecticut

provided, however, that either party may by written notice to the other change its address set forth above, and may also by such written notice require that additional addressees receive any future notices.

12. This Agreement contains the entire agreement made by the parties hereto in respect of the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon the parties hereto unless in writing and signed by a duly authorized officer or representative of the party sought to be charged in which writing specific reference is made to this Agreement.

13. The Seller represents and warrants that the execution of this Agreement by its undersigned officers has been duly and fully authorized in accordance with its charter and by-laws, and the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the day and date hereinabove first set forth.

Executed in duplicate.

Signed, Sealed and Delivered
in the presence of

/s/ Selig J. Levitan

As to Seller

INDIAN TRAIL RANCH, INC.

By /s/ Henry I. Cohn
Its President

(Corporate Seal)

ATTEST:

/s/ Benjamin A. Javits
Its Acting Secretary
SELLER

Signed, Sealed and Delivered
in the presence of

/s/ Stuart N. Mapes

/s/ Irma Gagnon
As to Aircraft

UNITED AIRCRAFT CORPORATION

By /s/ W. P. Gwinn
Its Vice President

(Corporate Seal)

ATTEST:

/s/ E. C. Grimshaw
Its Assistant Secretary
AIRCRAFT

COUNTY OF New York) SS.

Before me personally appeared Henry I. Cohn and Benjamin A. Javits, respectively _____ President and Acting Secretary of INDIAN TRAIL RANCH, INC., to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the said instrument.

WITNESS my hand and official seal this 15th day of August, 1956.

(Notarial Seal)

/s/ Lillian Bieber
Notary Public in and for the County and State Aforesaid

My Commission Expires:
LILLIAN BIEBER
Notary Public, State of New York
No.24-0287950
Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1957

STATE OF Connecticut)
) SS.
COUNTY OF Hartford)

Before me personally appeared W. P. Gwinn and E. C. Grimshaw, respectively XXXX President and Assistant Secretary of UNITED AIRCRAFT CORPORATION, to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the said instrument.

WITNESS my hand and official seal this 16th day of August, 1956.

/s/ Margaret H. Norris
Notary Public in and for the County and State Aforesaid
(Notarial Seal)

My Commission Expires:
My Commission Expires April 1, 1959

Telephone 3-7536
West Palm Beach, Florida

A Division of
WEBB & KNAPP, Inc.
383 Madison Avenue
New York 17, N. Y.

September 3, 1956

United Aircraft Corporation
Pratt & Whitney Aircraft Division
400 Main Street
East Hartford 8, Connecticut

Attention: Mr. W. A. Parkins,
General Manager

Gentlemen:

It was called to the attention of the writer that the lease-back section of paragraph 2, page 4 of the Agreement between Indian Trail Ranch and United Aircraft Corporation was not satisfactory to the Game and Fresh Water Fish Commission of the State of Florida. Having been authorized by my Board of Directors, I have amended the last seven lines of said paragraph to read as follows, so that said paragraph shall read beginning in the eighth line from the bottom of said paragraph:

"delivered to Seller a lease-back of that part of said tract west of Big Mound Trail as marked on Exhibit A attached and made part hereof, and further described as follows: That part of Sections 8, 9, and 15 and all of 10, 11, and 14 of Township 42S, Range 39E lying east of L-8 of the Central and Southern Florida Flood Control District and west of the road known as Big Mound Trail, as shown on Exhibit A attached, mutually agreeable to the State and Seller, for a term of five (5) years at an annual rental of One ($1.00) Dollar for the use of the leased premises for agricultural and livestock purposes. Said lease to grant Seller as lessee right to remove all piling and fence post material from leased premises."

Very truly yours,

INDIAN TRAIL RANCH, INC.

/s/ Henry I. Cohn

Henry I. Cohn, Pres.

HIC/er
cc: Bruns, Middleton, Rogers & Farrell
Javits & Javits

Amendment Accepted this 5th day of September 1956.

UNITED AIRCRAFT CORPORATION

By /s/ W. A. Parkins
W. A. Parkins
Vice President

EXHIBIT B

Telegram Service
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1220 (R1E54)

1956 SEP 5 AM 12 02

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

A WPA114 PD=WEST PALM BEACH FLO SEP 5 1101AME=

GOVERNOR LEROY COLLINS CAPITOL BLDG TALLAHASSEE FLO=

J J MCDONALD JUST PHONED REQUESTING THAT INDIAN TRAIL RANCH ACCEPT SEVERAL AMENDMENTS IN THE PARAGRAPH TWO PAGE FOUR OF THE AGREEMENT BETWEEN INDIAN TRAIL AND UNITED AIRCRAFT. PLEASE BE ADVISED THAT THE CHANGES AS PROPOSED BY MCDONALD ARE ACCEPTABLE AND ARE ESSENTIALLY AS FOLLOWS: THAT THE LEASE SHALL BE FOR A TERM OF FIVE YEARS FOR USE OF THE LEASED PREMISES FOR HARVESTING AND CULTIVATING OF GRASSES AND FOR GRAZING PURPOSES. SAID LEASE TO GRANT SELLER AS LEASEE THE RIGHT TO REMOVE ALL FENCE POST MATERIAL ERECTED BY SELLER ON PREMISES=

INDIAN TRAIL RANCH BY HENRY I COHN PRESIDENT=

EXHIBIT B-1

premises unto Aircraft, its successors and assigns in fee simple forever.

EXHIBIT C

D E E D

THIS INDENTURE made this _____ day of _____, 1956, between STATE OF FLORIDA for the use and benefit of GAME AND FRESH WATER FISH COMMISSION (hereinafter called the "State"), and UNITED AIRCRAFT CORPORATION, a Delaware corporation, duly qualified to transact business in the State of Florida (hereinafter called "Aircraft");

W I T N E S S E T H:

That the State for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to it in hand paid by Aircraft, has granted, bargained, and sold and does by these presents grant, bargain, sell and convey unto Aircraft, its successors and assigns, forever, the following described lands located in Palm Beach County, Florida, to-wit:

> All that portion of Sections 3, 4, 10, 11, 13, and 14 lying south and west of the Seaboard Airline Railroad right of way; all of Sections 8, 9, 15, 16, 17, and 18; that portion of Section 5 lying south and east of a line from the northeast corner of Section 5 to the southwest corner of Section 5; that portion of Section 7 lying south and east of a line from the northeast corner of Section 7 to the southwest corner of Section 7, all in Township 41 South, Range 40 East; and all of Section 13, Township 41 South, Range 39 East; together with all tenements, hereditaments or appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and described premises unto Aircraft, its successors and assigns in fee simple forever.

EXHIBIT C

IN WITNESS WHEREOF the Game and Fresh Water Fish Commission of the State of Florida has caused this deed to be executed in its name by its Chairman and members of said Commission and its official seal to be affixed, attested by its Director, the day and year aforesaid.

GAME AND FRESH WATER FISH COMMISSION

Signed, sealed and delivered in the presence of:

By _____ (SEAL)
Chairman

_____

_____ (SEAL)

_____

_____ (SEAL)

(OFFICIAL SEAL)

_____ (SEAL)

ATTEST:

_____ (SEAL)
As and constituting the Chairman and Commissioners of Game and Fresh Water Fish Commission of Florida.

_____
Director

(Acknowledgments to be added in form as required by law.)

EXHIBIT C

A G R E E M E N T

THIS AGREEMENT made this 5th day of September, 1956, by and between UNITED AIRCRAFT CORPORATION, a Delaware corporation with an office and place of business (Pratt & Whitney Aircraft Division) at East Hartford, Connecticut, duly qualified to transact business in Florida, hereinafter called "Aircraft"; and the GAME AND FRESH WATER FISH COMMISSION OF THE STATE OF FLORIDA, with its principal office in Tallahassee, Leon County, Florida, hereinafter called "State";

W I T N E S S E T H:

WHEREAS, Aircraft is desirous of locating a site for an industrial plant for the engineering, manufacturing and testing of aeronautical products in a portion of certain lands owned by the State of Florida for the use and benefit of the Game and Fresh Water Fish Commission, such lands being known as the J. W. Corbett Wild Life Management Area, (hereinafter called "Management Area"); and

WHEREAS, the State of Florida, its various boards, commissions and agencies and the People of the State of Florida are desirous of having Aircraft locate and operate an industrial plant at the site aforesaid; and

WHEREAS, in order to permit Game and Fresh Water Fish Commission to discharge properly its statutory responsibilities, it is necessary for the State to acquire for the use and benefit of said Commission, in exchange for the land to be conveyed by the State to Aircraft (such lands to be so conveyed being hereinafter called the "Plant Site"), land contiguous to the Management Area (such lands to be acquired being hereinafter called the "Contiguous Lands"); and

WHEREAS, Aircraft has entered into an Option Agreement dated August 15, 1956, for the purchase and sale of the Contiguous Lands, (hereinafter called "Said Option") with Indian Trail Ranch, Inc., a Florida corporation, (hereinafter called "Seller"),

Said Option having been recorded in the public records of Palm Beach County, Florida, on August 20, 1956, under Clerk's File #2021, and a conformed copy of Said Option being affixed hereto as Exhibit A for reference purposes; and

WHEREAS, Said Option has been amended in accordance with instrument dated September 3, 1956, a conformed copy being affixed hereto as Exhibit B for reference purposes; and

WHEREAS, Said Option provides that upon the happening of certain contingencies specified therein, the Contiguous Lands will be conveyed by Seller to the State of Florida for the use and benefit of Game and Fresh Water Fish Commission in exchange for a conveyance by the State to Aircraft of the Plant Site, the purchase price for such Contiguous Lands to be paid by Aircraft to Seller concurrently with such conveyance; and

WHEREAS, the State represents that it has carefully studied Said Option, as amended, and is entirely familiar with the terms and provisions thereof, and represents that it has full power under the Laws of the State of Florida, specifically, but without limitation, under Chapter 31410, Laws of Florida, Extraordinary Session of 1956, to enter into this Agreement; and

WHEREAS, the Game and Fresh Water Fish Commission has found and does hereby declare that this Agreement does not in anywise conflict with or interfere with the operation, development, management or maintenance of the Management Area, and that this Agreement and the performance thereof are in the best interest of orderly and economical development of the Management Area;

NOW, THEREFORE, in consideration of the premises, and of the considerations and covenants hereinafter contained, and in consideration of Aircraft's undertaking to have the Contiguous Lands conveyed to the State of Florida for the use and benefit of Game and Fresh Water Fish Commission, subject to and in accordance with the provisions of Said Option, and in further consideration of the sum of One Hundred Dollars ($100.00), paid

by each of the parties hereto to the other, the receipt whereof is hereby acknowledged, the parties hereto mutually agree as follows:

1. The State, acting by and through Game and Fresh Water Fish Commission, concurrently with the delivery to it of the deed to all the Contiguous Lands described in paragraph 1 of Said Option, in the manner and form and at the place provided in Said Option, shall

(a) Accept the delivery of the deed to the Contiguous Lands;

(b) In exchange therefor, convey concurrently to Aircraft, without payment of any further monetary consideration by Aircraft, the Plant Site by deed in form as shown in Exhibit C, hereto attached.

All taxes for the year 1956 on the Plant Site will be prorated as of the date of the delivery of the deed by the State to Aircraft. Aircraft shall pay for the cost of recording the deed from the State, and the State shall pay for documentary and revenue stamps as required upon said deed. Full possession of the Plant Site shall be delivered to Aircraft concurrently with the delivery of the deed.

(c) Enter into and execute with Seller, concurrently with the conveyances provided for in subparagraphs (a) and (b) above, a lease back of the Contiguous Lands in accordance with paragraph 5(a) of Said Option, as amended by instrument shown as Exhibit B to this Agreement.

2. Aircraft, its representatives, servants, agents and contractors, shall, until the closing date, have the right to enter upon the Management Area for the purpose of establishing boundaries, making surveys, measurements, maps, borings, test wells and inspections for the purpose of determining the area contour, drainage and water table and the nature of the surface and substructure of the land, and for other similar purposes, provided, however, the accomplishment of such purposes shall be conducted in such a manner as not unduly to interfere with the operation of the Management Area.

3. Within ten (10) days after the signing of this Agreement, the State shall deliver for Aircraft to Messrs. Burns, Middleton, Rogers and Farrell, P. O. Box 1391, West Palm Beach, Florida, an abstract of title prepared and certified by competent abstractors doing business in Palm Beach County,

Florida, showing all instruments of record affecting title to the Plant Site, from the United States Government down to the date of delivery of said abstract, with the usual certificates as to bankruptcy, taxes, judgments and mechanics' liens.

4. Aircraft shall have unitl October 31, 1956 to examine the abstract of title delivered pursuant to paragraph 3 hereof. If such examination discloses that title to the Plant Site is not marketable in the opinion of Aircraft, Aircraft shall specify its objections to the marketability of such title in writing to the State on or before October 31, 1956, thereupon the State shall correct such objections at its own cost and shall cause such corrections to be shown on the abstract within twenty (20) days from the date of delivery of such objections. If such objections are not corrected by the State within said twenty (20) day period, or such longer period as shall be mutually agreed upon, or should Aircraft find, as a result of the investigations under paragraph 2, that the Plant Site is not suitable for Aircraft's intended purposes, then this entire Agreement shall be and become null and void at the election of Aircraft by delivery of written notice to the State, or Aircraft may elect to accept the Plant Site and take such title as the State can deliver.

5. Aircraft agrees that in the event the conveyances contemplated by paragraph 1 of this Agreement are accomplished in accordance with the terms of this Agreement, Aircraft shall, at no cost to the State;

(a) Provide and erect, or cause to be provided and erected, additional fencing, of like kind and quality to that now enclosing the Management Area, to enclose the Contiguous Lands as an integral part of the Management Area, and shall also provide and erect, or cause to be provided and erected, adequate fencing to set apart from the Management Area the Plant Site.

(b) Give and grant to the Public Authorities an easement of adequate proportions for public highway and other purposes along Aircraft's property line in that part of Section 13, Township 41 South, Range 40 East described in Exhibit C hereto attached, to connect the overpass described in paragraph 6(e), so that licensees of the State may have ingress and egress from the roads described in subparagraph (c), (d) and (e) of paragraph 6 of this Agreement to other lands of the State lying immediately south of said portion of said Section 13, Township 41 South, Range 40 East.

(c) Construct over adjacent lands of the State in the Management Area a reasonably similar replacement for the non-dedicated, non-public track or trail claimed by the State to be now located upon the Plant Site.

(d) Construct culverts, bridges or crossings not exceeding one for each mile of ditch or canal across any ditches or canals constructed by Aircraft on lands in the Management Area under the easement grants referred to in paragraph 6 of this Agreement. The aforesaid culverts, bridges and crossings shall be designed so as to permit use thereof by the vehicles, tractors and equipment customarily used by Game and Fresh Water Fish Commission in the operation, maintenance and control of said Management Area.

(e) Cooperate with Game and Fresh Water Fish Commission in the location of easements to be granted pursuant to paragraph 6 of this Agreement and cooperate with said Commission, in so far as Aircraft's operations at the Plant Site are concerned, in avoiding the pollution of air and water in the Management Area surrounding the Plant Site to the point of being injurious to fish and wild life and in complying with the rules and regulations of said Commission for the Management Area.

The provisions of this paragraph 5 shall survive the delivery of the deed to Aircraft conveying the Plant Site.

2. The State agrees that in the event the conveyances contemplated by this Agreement are accomplished in accordance with the terms of this Agreement, concurrently therewith, in the case of subparagraphs (a) and (b), and, concurrently or as soon as practical thereafter, in the case of the remaining subparagraphs, and without cost to Aircraft:

(a) The State shall obtain from Amerada Petroleum Corporation releases of all oil leases held by Amerada Petroleum Corporation on portions of the Plant Site.

(b) The State shall obtain from Southern States Land and Timber Corporation, a Delaware corporation, the necessary instruments to release all those certain oil, gas, sulphur and other minerals and mineral rights held by said Corporation on the Plant Site, and shall obtain from the Board of Education of the State of Florida, and from the Trustees of the Internal Improvement Fund of the State of Florida, all those certain rights or reservations held by said Board and said Trustees to portions of the Plant Site.

(c) The State shall cooperate with the Board of County Commissioners of Palm Beach County, Florida, in carrying out the commitment of such Board to construct a two-lane modern highway from State Road No. 706 along the 40/41 range line, a distance of approximately three (3) miles to the Plant Site, including the installation of electrically operated traffic gates and warning lights at the point where such road crosses the Seaboard Air Line Railroad Company's right of way and tracks.

(d) The State shall cooperate with the Board of County Commissioners of Palm Beach County, Florida, in the acquisition by such Board for the benefit of the State Road Department of Florida of approximately nineteen (19) miles of two hundred foot (200') right of way on the north side and parallel to the Seaboard Air Line Railroad Company's right of way connecting State Road No. 706 (known as Indiantown Road) along and parallel to said railroad right of way with State Road No. 809 (known as Military Trail), and in the acquisition of such additional rights of way to provide safe and adequate connection to the overpass referred to in subparagraph (e) below.

(e) The State shall cooperate with the State Road Department of Florida in carrying out said Department's commitment to construct upon the right of way referred to in subparagraph (d) above, a modern highway of adequate proportions, including an adequate overpass to the Plant Site to replace the traffic gates and warning lights referred to in subparagraph (c) above. Such highway will be so constructed as to provide drainage ditches parallel to the sides thereof of sufficient capacity to carry off water from the Plant Site through such ditches to the point of their intersection with Canal C-18 of

the Central and Southern Florida Flood Control District. The State will cooperate in obtaining from the proper authorities, the necessary easements permitting Aircraft to use such ditches for the drainage purposes aforesaid.

(f) The State shall give and grant to Aircraft easements to use, construct, maintain, repair and improve canals and water ditches on, over, and across other land of the State and others, to the extent of the State's power to do so, at such locations as may be necessary and desirable in the opinion of Aircraft to bring water to the Plant Site from the St. Lucie Canal or from other possible sources.

(g) The State shall give and grant to Aircraft such other easements and rights of way as are within its power to grant for the construction and maintenance of roads, railroads, canals, dikes and utilities, including, but not limited to telephone, telegraph, fuel, gas, power, water and sewers which are necessary or desirable for the operation by Aircraft of an industrial plant at the Plant Site.

(h) The State shall cooperate, in any manner possible which is not in conflict with the purposes for which the Game and Fresh Water Fish Commission was created, in working out any of the details or problems in the establishment and operation of Aircraft's business on the Plant Site.

The provisions of this paragraph 6 shall survive the delivery of this deed to Aircraft conveying the Plant Site.

7. In the event the conveyances contemplated by paragraph 1 of this Agreement are consummated according to the terms of this Agreement, and so long as Aircraft pays Game and Fresh Water Fish Commission at the Capitol, Tallahassee, Florida the sum of Ten Thousand Dollars ($10,000) per year, the first such payment to be payable with the delivery of the deed from the State to Aircraft conveying the Plant Site, and subsequent payments successively yearly thereafter, the State agrees that:

(a) So long as State shall be the owner of the Management Area (as enlarged by the Contiguous Lands), the State shall use all portions of such Management Area solely and exclusively as a Wild Life Restoration Project as defined in 16 U.S.C.A. Section 669a and in regulations of the Secretary of the Interior promulgated under 16 U.S.C.A. Section 669i.

(b) Should the State be desirous of disposing of, by sale, lease or otherwise, all, or any portion of such Management Area, the State shall first offer the same to Aircraft before offering it to any other person or body, public or private. The offer by the State shall be in writing, shall describe the property offered, and shall contain a statement of the terms and conditions upon which the State is willing to dispose of the same. If, within ninety (90) days of receipt of such offer, Aircraft shall have failed to accept the same upon the terms and conditions set by the State, or if the State shall have failed to accept any counter-offer made by Aircraft, the State shall thereafter have a period of sixty (60) days in which to obtain from any other person a bona fide offer for disposition of such property upon identical terms and conditions originally refused by Aircraft. If within said sixty (60) day period the State is able to obtain such bona fide offer from any other person, it shall give written notice thereof to Aircraft, whereupon Aircraft shall have a further forty-five (45) day right of first refusal to meet the terms of such bona fide offer. It the State is unable to obtain such bona fide offer from any other person within the sixty (60) day period aforesaid, then upon the expiration of such sixty (60) day period, Aircraft shall be given the same rights of first refusal as provided in this paragraph 7 of any other terms and conditions upon which the State may be willing to dispose of such property to any other person. It is understood and agreed that the lease back to the Seller referred to in paragraph 5(a) of Said Option, as amended, shall not be considered a disposition within the meaning of this paragraph 7.

The provisions of this paragraph 7 shall survive the delivery of the deed to Aircraft conveying the Plant Site.

8. Neither this Agreement, nor any rights or interests hereunder, may be assigned by any of the parties hereto without the prior written consent of the other parties hereto.

9. Notices required or provided for under this Agreement, shall, for all purposes be deemed to be duly given and received if sent by registered mail, postage prepaid, to the respective parties at the following addresses:

State: Game and Fresh Water Fish Commission
of the State of Florida
The State Capitol
Tallahassee, Florida;

Aircraft:
United Aircraft Corporation
Pratt & Whitney Aircraft Division
400 Main Street
East Hartford 8, Connecticut;

provided, however, that either party may by written notice to the other change its address set forth above, and may also by such written notice require that additional addresses receive any future notices.

10. This Agreement contains the entire agreement made by the parties hereto in respect of the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon any of the parties hereto unless in writing and signed by a duly authorized officer or representative of the party sought to be charged, in which writing specific reference is made to this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument in quintuplicate the day and year hereinabove first set forth.

UNITED AIRCRAFT CORPORATION

(CORPORATE SEAL)

By _____
Its President

ATTEST:

_____
Its Secretary
Assistant

Signed, sealed and delivered in our presence:

_____

_____
As to Aircraft

GAME AND FRESH WATER FISH COMMISSION

By _____ (SEAL)
Its Chairman

(COMMISSION SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ATTEST:

_____
Director

As and constituting the Chairman and Commissioners of Game and Fresh Water Fish Commission of Florida

Signed, sealed and delivered in our presence:

_____

_____

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

INVOICE

DATE: 11/04/2004 | *PREPARED BY: Accounting-Revenue Section*

TO:
Pratt & Whitney
Attn: Manager Facilities & Environmental Management
P.O. Box 109600
MS 717-29
West Palm Beach, FL 33410-9600

ORIGINATING DIVISION: Wildlife
CONTACT: Scott Sanders
PHONE: (850) 488-3831
AGREEMENT: N/A

DETAIL	AMOUNT
Corbett Wildlife Management Area	***$ 10,000.00***
Annual Lease Payment for Fiscal Year 2004 - 2005	

PCL - DDN# 092001237

PLEASE REMIT THIS PAYMENT ALONG WITH THE COPY PROVIDED	***$ 10,000.00***

Please Remit To:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150
TALLAHASSEE, FLORIDA 32314-6150

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE ONLY

Object: 021003
EO: 11

INVOICE NUMBER
04-05015

show copy - WLD
11/5

Pratt & Whitney
A United Technologies Company

04 NOV 29 AM 10:03

Azure
UTC Shared Business Services
P.O. Box 766 Mail Stop 541-24
Windsor, CT 06095-0766

JPMorgan Chase Bank, N.A.
Syracuse, New York

0920 1237

50-937
213

3330024470

PAY IN U.S. DOLLARS

**********TEN THOUSAND AND 00/100 DOLLARS**********

CHECK DATE	CHECK AMOUNT
11/24/2004	$10,000.00

TO THE ORDER OF
FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION
PO BOX 6150
TALLAHASSEE FL 32314-8150

6010

⑈3330024470⑈ ⑆021309379⑆ 601⑈8⑈18180⑈

DATE	INVOICE NO.	P.O. NO.	P.O. ITEM	DELIVERY NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT
11/04/2004	0405015 <788> 021003				$10,000.00	$0.00	$10,000.00

11.2.5 Contract #10327

AGREEMENT NUMBER 10327

AGREEMENT ROUTING REVIEW FORM

CONTRACTOR FWC AND GULFSTREAM NATURAL GAS SYSTEM, LLC

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

PROJECT TITLE 50-YR 0.39 AC EASEMENT-GAS PIPELINE ALONG L-8 CANAL-CORBETT WMA & 0.43 AC REPLACE LAND CLOSING DOCS

ORIGINATOR/CONTACT RICH MOSPENS PHONE 488-3831, EXT 17289 DIV./OFFICE/MAIL HSC/THCR

X NEW** __ AMENDMENT __ RENEWS OR EXTENDS **PURCHASING USE ONLY: POSTING - 7 DAY: 72 HR**

__ EXPENDITURE** __ REVENUE __ AGREEMENT X EASEMENT/DEED __ LEASE (INCLUDES WMA OR FMA LEASES)

AGREEMENT BEGINNING DATE/EXECUTION EXECUTION 5/18/11 END DATE 50 YRS AFTER EXECUTION 5/17/2061 OPTION FOR ____ YEARS

TOTAL CONTRACT AMOUNT $30,000.00 PAYMENT AMOUNT $ 30,000.00

BILLING PERIODS: __ MONTHLY __ QUARTERLY __ ANNUALLY X OTHER 1X PAY- MITIGATION $ FOR 50-YR EASEMENT OVER FWC-OWNED CORBETT LAND

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	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
		3/15/11	
Enter Contract into SCMS system	**Entered:** □ Yes ☑ No	5/31/11	**Enter contract into SCMS system in "Draft" status** (NO) Not expenditure contract
1. Project Leader	M. Brooks	3-16-11	Budget Sheet is available upon request by external sources. __ Yes _x__ No
2. Budget Director (Expenditure Only)	N/A		Budget Authority: __ Existing __ New
3. Div./Reg./Inst./Off. Dir./Section Leader	N/A		
4. Contracts Administrator	[illegible]	3-16-11	
5. Legal	[illegible]	5/17/11	
6. Accounting	N/A		Funds Availability: __ Yes __ No
7. Exec./Div./Reg./Inst./Off. Dir. **review (check below).**	N/A		
__ Expenditure Contracts: Return to Originator for Contractor signature. __ Other documents: Send to **(circle)** Exec./Div./Reg./Inst./Off. Dir. for signature.	N/A		Expenditure Contracts: After Contractor signs, send to Exec./Div./Reg./Inst./Off. Director for signature and dating. **GREG HOLDER ASSISTANT EXECUTIVE DIRECTOR**
8. Exec./Div./Reg./Inst. Dir. **execute**	[illegible]	5.13.11	
Originator to FWC Contract Office	Sent: ☑ Yes □ No		Email electronic (.pdf) copy of Contract & Routing Form
Originator to Linda Grove FSAA Originals	Sent: □ No	N/A	Send to Linda Grove: Mail Code 1D
Update status in SCMS system	**Updated:** □ Yes □ No	N/A	**Within Three (3) days of execution update status in SCMS system from "Draft" to "Active".**

[illegible] 6/22/11

10327

THCR FILE CHECKOFF SHEET

Project Name: Gulfstream Natural Gas Pipeline - 50yr easement + replacement land closing documents
WMA/~~WEA~~: J. W. Corbett Sub Folder: Mitigation Replacement Land 50yr easement Date: 5/25/11

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: See above
Line 2: Indicate whether "Original or Amendment (Indicate Number) original
Line 3: Contractor(s) or Cooperators _____

Middle Label:
Line 1: Contract Number _____
Line 2: Term: Executed On: _____ Ends On: _____

Upper Right Label:
Line 1: Lease # _____ (if applicable)
Line 2: Acreage Impact (+ or -) _____
Line 3: Type of File _____ (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 7/30/10

EASEMENT

Easement No.FWC 10327

THIS EASEMENT, made and entered into this 18th day of May 2011, between the State of Florida Fish and Wildlife Conservation Commission, a State of Florida Constitutional Agency, successor to the Florida Game and Fresh Water Fish Commission, hereinafter referred to as "GRANTOR", and GULFSTREAM NATURAL GAS SYSTEM, L.L.C., a Delaware limited liability company, 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 a 30" natural gas transmission line; and

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 Palm Beach 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 May 18, 2011 and ending on May 17, 2061 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 a 30" natural gas transmission line, 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 which do not unreasonably interfere with GRANTEE'S exercise of this easement, including installing a gate or gates to limit others access to the easement area 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 which 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.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. PAYMENT: For this easement GRANTEE shall pay a total of $30,000.00. The entire payment shall be made by escrow to the Florida Fish and Wildlife Conservation Commission prior to the final execution of this easement.

6. 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 Florida 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: 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: The following special conditions shall apply to this easement:

a. GRANTEE agrees to donate 0.43 acres purchased from Jimmy C. Compton and Ellis Smith on March 28, 2008, to the Florida Fish and Wildlife Conservation Commission as replacement land for this easement. The donation shall comply with the requirements of Rule 18-2.01(3) (d), Florida Administrative Code. If GRANTEE fails to donate said parcel prior to June 1, 2011, this easement will automatically and immediately terminate.

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)

GREG HOLDER

Print/Type Witness Name

Witness

Stephanie Bergonza

Print/Type Witness Name

Witness

Richard C. Mispacks

Print/Type Witness Name

"GRANTOR"
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Commission Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of May, 2011, by Gregory L. Holder as Assistant Executive Director for and on behalf of the Florida Fish and Wildlife Conservation Commission. He/she is personally known to me.

Jo Ann M. Fain

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

JO ANN M. FAIN
MY COMMISSION EXPIRES
June 1, 2014
#DD 967083
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC STATE OF FLORIDA

Approved as to Form and Legality

By: _____
FWC Attorney

GULFSTREAM NATURAL GAS SYSTEM, L.L.C., a Delaware limited liability company

By GULFSTREAM MANAGEMENT & OPERATING SERVICES, L.L.C., its Operator

Witness

JAMES WALLACE
Print/Type Witness Name

Melissa Hammer
Witness

Melissa Hammer
Print/Type Witness Name

By: _____ (SEAL)

Al Taylor
Type/print name

Title: V.P. of Operations

(CORPORATE SEAL)

"GRANTEE"

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 11th day of March, 2011, by Al Taylor, V.P. of Operations, on behalf of Gulfstream Management & Operating Services, L.L.C., as Operator of Gulfstream Natural Gas System, L.L.C., a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me.

Melissa Hammer
Notary Public, State of Florida

MELISSA HAMMER
MY COMMISSION # DD 984212
EXPIRES: August 21, 2014
Bonded Thru Notary Public Underwriters

Melissa Hammer
Print/Type Notary Name

Commission Number: DD 984212

Commission Expires: August 21, 2014

Page 9 of 10
Easement No. 31863

R02/01/07

EXHIBIT "A"
LEGAL DESCRIPTION OF THE EASEMENT

LEGAL DESCRIPTION 700FL-PB-075.005CL

PIPELINE EASEMENT AREA
A TWENTY (20) FOOT WIDE EASEMENT LYING WITHIN SECTION 5, TOWNSHIP 442 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A RAILROAD RAIL FOUND FOR THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, THENCE N00°01'59"E, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 569.36 FEET; THENCE S45°TO THE POINT OF BEGINNING; THENCE CONTINUE N00°01'59"E, A DISTANCE OF 28.00 FEET; THENCE S45°32'40"E, A DISTANCE OF 188.62 FEET; THENCE S36°52'05"E, A DISTANCE OF 121.87 FEET; THENCE S47°19'42"E, A DISTANCE OF 318.37 FEET; THENCE S55°26'52"E, A DISTANCE OF 121.22 FEET; THENCE S47°19'42"E. A DISTANCE OF 112.18 FEET; THENCE S89°20'26"W, A DISTANCE OF 29.15 FEET; THENCE N47°19'42"W, A DISTANCE OF 89.56 FEET; THENCE N55°26'52"W, A DISTANCE OF 121.22 FEET; THENCE N47°19'42"W, A DISTANCE OF 321.62 FEET; THENCE N36°52'05"W, A DISTANCE OF 122.18 FEET; THENCE N45°32'40"W, A DISTANCE OF 167.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.39 ACRES.

ENDORSEMENT

First American Title Insurance Company

Endorsement No. 3 to Policy No.:

Name of Original Insured: **Florida Fish and Wildlife Conservation Commission, a Constitutional Agency, successor to the Florida Game and Fresh Water Fish Commission**

Original Effective Date: **April 11, 2008 at 08:00 AM**

Original Amount of Insurance: **$9,678.15** Agent's File Reference: **08-0014**

Current Amount of Insurance: **$9,678.15**

The policy is hereby amended as follows:

Schedule A is hereby amended to read as follows:

Current Amount of Insurance: $9,678.15

Schedule B-I is hereby amended to add the following requirement:

Recording of a Grant of Easement and Release of Reservation dated October 12, 2010.

Schedule B-I requirements will be satisfied and deleted at closing.

Schedule B-II is hereby amended to read as follows:

#9 is hereby deleted

Schedule B-II exceptions numbers 1, 2, 3, 4, 5 and 10 will be deleted at closing.

(Continue text of endorsement on separate continuation sheet if necessary.)

but in all other respects remains unchanged.

Lewis, Longman & Walker, P.A. Name of Agent	**November 19, 2010** Date	**FL073-2007A** Agent No.

Agent's Signature
Kenneth W. Dodge

By

First American Title Insurance Company

President

Form E Endorsement (rev. 05/10)
File Number: **08-0014**

Page 1 of 1
DoubleTime® 5.1.6

ENVIRONMENTAL AFFIDAVIT

(OTHER-DONATION)

Albert R. Taylor, ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Donor (as hereinafter defined) makes these representations to the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION** ("Donee"), and Affiant further states:

1. That the Affiant is the Vice President of Operations of Gulfstream Management & Operating Services, LLC, a limited liability company, and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Donor to make this Affidavit on Donor's behalf.

2. That Gulfstream Natural Gas System, LLC ("Donor") is the sole owner and is now in possession of the following described property together with improvements located thereon located in Palm Beach County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").

3. That Donor is conveying the Property to **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

4. For purposes of this Affidavit the term "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U. S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. For purposes of this affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

5. As of the date of Donor's conveyance of the Property to **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION,** Donor warrants and represents to Donee, its successors and assigns that:

(i) Donor has not placed, or permitted to be placed, any Hazardous Materials on the Property, and, to the best of Donor's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Donor's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of Donor or a subsequent owner of all or any portion of the Property or which would subject Donor or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Donor's knowledge, no underground treatment; buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) Donor, and to the best of Donor's knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) Donor has not received and has no knowledge of any warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) Donor is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Donor has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

6. That Donor makes this Affidavit for the purpose of inducing Donee to accept the Property, and Donor acknowledges that Donee will rely upon the representations and warranties set forth in this Affidavit.

[THIS SPACE INTENTIONALLY LEFT BLANK]

("Affiant")

Albert R. Taylor
Vice President of Operations, on behalf of
Gulfstream Management & Operating Services, LLC, as Operator of Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company

FLHSPENV.FM
REV. 03/20/97
DNR 61-35(16)

STATE OF Florida
COUNTY OF Manatee

SWORN TO and subscribed before me this 25 day of February, 2011, by Albert R. Taylor, Vice President of Operations, on behalf of Gulfstream Management & Operating Services, LLC, as operator of Gulfstream Natural Gas System, LLC. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public

Lorraine Loeffler
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: # DD936673

My Commission Expires: 2/28/2014

LORRAINE LOEFFLER
MY COMMISSION EXPIRES
February 28, 2014
#DD 936673
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

APPROVED AS TO FORM AND LEGALITY

By:_____
DEP Attorney

Date:_____

FLHSPENV.FM
REV. 03/20/97
DNR 61-35(16)

ITEMIZED ACQUISITION COSTS

	PAID FROM DONEE'S FUNDS AT SETTLEMENT	PAID FROM DONOR'S FUNDS AT SETTLEMENT
ITEMS TO BE PAID IN ADVANCE		
2009 PROPERTY TAXES		Less than $5.00
2010 PROPERTY TAXES		Less than $5.00
TITLE CHARGES		
Settlement or Closing fee to: Lewis, Longman & Walker, P.A.		500.00
Abstract or Title search to: Lewis, Longman & Walker, P.A.		350.00
Title examination to:		
Title insurance binder to:		
Title Insurance to: First American Title/Lewis, Longman & Walker, P.A.		100.00

Owner's Coverage $9,678.15

GOVERNMENT RECORDING AND TRANSFER CHARGES
Recording fees: 132.40

ADDITIONAL SETTLEMENT CHARGES
Survey: $11,150.00 (POC)
Environmental site assessment

TOTAL ACQUISITION CHARGES $ 1,082.40

Parties agree that no liability is assumed by Settlement Agent for the accuracy of the information furnished by others as shown on the Donation Settlement Statement. Settlement Agent hereby expressly reserves the right to deposit any amounts collected for disbursement in an interest bearing account in a Federally insured institution and to credit any interest so earned to its own account as additional compensation for its services in this transaction.

CERTIFICATION OF DONEE AND DONOR

I have carefully reviewed the Donation Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account by me in this transaction. I further certify that I have received a copy of the Donation Settlement Statement.
By execution of this Settlement Statement Donee does not represent any concurrence in the donor's claimed fair market value of the Property being donated.

FLORIDA FISH AND WILDLIFE CONSERVATION COMISSION
A CONSTITUTIONAL AGENCY, SUCCESSOR TO THE FLORIDA
GAME AND FRESH WATER FISH COMMISSION

BY _____ **GREG HOLDER**
ASSISTANT EXECUTIVE DIRECTOR

Gulfstream Management & Operating Services, LLC,
as Operator of Gulfstream Natural Gas System, LLC,
a Delaware Limited Liability Company

BY _____
Albert R. Taylor
Vice President of Operations

The foregoing statement is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

_____
Settlement Agent Date

TITLE, POSSESSION & LIEN AFFIDAVIT

(OTHER-DONATION)

Albert R. Taylor ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Donor (as hereinafter defined) makes these representations to the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION** (collectively "Donee"), and to **FIRST AMERICAN TITLE INSURANCE COMPANY** (collectively, "title insurer"), to induce Donee accept and title insurer to insure the fee simple title to that certain real property described below, and Affiant further states:

1. That the Affiant is the Vice President of Operations of Gulfstream Management & Operating Services, LLC, a limited liability company, and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Donor to make this Affidavit on Donor's behalf.

2. Gulfstream Natural Gas System, LLC ("Donor") is the sole owner in fee simple and now in possession of the real property together with the improvements located thereon described as follows:

   See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").

3. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for easements, restrictions, or other title matters listed in the schedule of exceptions in the title insurance policy to insure the fee simple title to the Property to be received by Donee in this transaction pursuant to the title commitment issued in this transaction.

4. There are no matters pending against the Donor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the last title insurance commitment effective date, and the recording of the fee simple title to be insured, and the Donor has not and will not execute any instrument that would adversely affect the fee simple title to be insured.

5. Donor has undisputed possession of the Property; there is no other person or entity in possession or who has any possessory right in the Property; and Donor knows of no defects in the fee simple title to the Property.

6. No "Notice of Commencement" has been recorded which pertains to the Property since the last title insurance commitment effective date, there are no unrecorded laborer's, mechanic's or materialmen's liens against the Property, and no material has been furnished to the Property for which payment has not been paid in full.

7. Within the past 90 days there have been no improvements, alterations, or repairs to the 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.

8. 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 authority. Should any bill be found which relates to the period of Donor's possession, Donor will pay such bill upon demand. No notice has been received of any public hearing regarding future or pending zoning changes, or assessments for improvements by any governmental authority.

9. There are no unrecorded deeds, agreements for deed, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property.

10. If this is improved Property that Donor is the owner of, there are no claims, liens or security interests 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 in full.

11. There are no existing contracts for sale affecting the Property.

12. There is no civil action pending which involves the Property in any way.

13. There are no federal tax claims, liens or penalties assessed against the Donor either individually or in any other capacity.

14. No proceedings in bankruptcy have ever been brought by or against Donor, nor has an assignment for the benefit of creditors been made at anytime, nor is there now in effect any assignment of rents of the Property or any part thereof.

15. The real estate taxes will be paid to the date of closing pursuant to Section 196.295, Florida Statutes.

16. That Donor is not a "non-resident alien" for the purposes of United States income taxation, nor is Donor 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 Donor's **F.E.I.D. Number is 38-3481325** ; that Donor understands that the certification made in this paragraph may be disclosed to the Internal Revenue Service by the Donee; that any false statement contained in this paragraph could be punished by fine, imprisonment, or both; and that the information contained in this paragraph is true and correct and as provided under penalties of perjury.

17. Donor has no knowledge as to any hazardous substances (as defined by any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree) present on the Property. There has been no production, placement, disposal, storage, release or discharge on or from the Property of any hazardous substances, and there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. Donor has received no warning notices, notices of violation, administrative complaints, judicial complaints or other formal or informal notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.

18. In the event this affidavit is executed by more than one person, then the affiants acknowledge and agree that their liability under the terms and provisions of this affidavit shall be joint and several.

19. This Affidavit is executed in duplicate, each of which shall be considered an original, with one original to be delivered to the Donee and one original to be delivered to the title insurer.

THIS AFFIDAVIT is made pursuant to Section 627.7842, Florida Statutes, for the purpose of inducing the Donee to accept and the title insurer to insure the fee simple title to the Property. Donor intends for Donee and the title insurer to rely on these representations.

("Affiant")

Albert R. Taylor
Vice President of Operations, on behalf of
Gulfstream Management & Operating Services, LLC, as Operator of Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company

(Corporate Seal)

STATE OF Florida
COUNTY OF Manatee

SWORN TO and subscribed before me this 25 day of February, 2011, by Albert R. Taylor, Vice President of Operations, on behalf of Gulfstream Management & Operating Services, LLC, as operator of Gulfstream Natural Gas System, LLC. Such person (Notary Public must check applicable box):

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

Notary Public

Lorraine Loeffler
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: #DD936673

My Commission Expires: 2/28/2014

LORRAINE LOEFFLER
MY COMMISSION EXPIRES
February 28, 2014
#DD 936673
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Prepared by and return to:
Miguel Collazo, III, Esq.
Hopping Green & Sams, P.A.
P.O. Box 6526
Tallahassee, Florida 32314

WARRANTY DEED

THIS INDENTURE made this 18th day of May, 2011, between Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company, whose post office address is 1905 Intermodal Circle, Palmetto, Florida 34221 of the County of Manatee, State of Florida ("Grantor") and the Florida Fish and Wildlife Conservation Commission, whose post office address is 620 South Meridian Street, Tallahassee, Florida 32399-1600 of the County of Leon, State of Florida ("Grantee").

WITNESSETH that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to wit:

A PARCEL OF LAND SITUATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF GOVERNMENT LOT 6, LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

0.43 ACRE PARCEL

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 30; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 30, S88°25'17"E, A DISTANCE OF 2333.59 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF GOVERNMENT LOT 6, THENCE LEAVING THE SAID EAST-WEST CENTERLINE N00°48'24"W ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SOUTHEAST QUARTER OF LOT 6, A DISTANCE OF 601.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID WEST LINE, N00°48'24"W, A DISTANCE OF 61.84 FEET TO THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST ONE QUARTER OF GOVERNMENT LOT 6; THENCE LEAVING SAID WEST LINE S88°22'56"E, AND CONTINUING ALONG THE NORTH LINE OF SAID SOUTH HALF OF GOVERNMENT LOT 6, A DISTANCE OF 298.97 FEET; THENCE LEAVING SAID NORTH LINE S05°19'00"E, A DISTANCE OF 62.24 FEET; THENCE N88°22'56"W, A DISTANCE OF 303.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,623 SQUARE FEET, OR 0.43 ACRES, MORE OR LESS.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against unlawful of all persons whomsoever.

This property was acquired (in part) with funds provided by the U. S. Department of Interior, Fish and Wildlife Service, pursuant to the Wildlife Restoration Program, covered under grant award W58-L-3 and will be managed for the purpose of this Grant Award, in accordance with applicable federal and State law. Property may not be disposed of in any manner, or used for purposes inconsistent with the Program for which it was acquired, without the prior written approval of the Regional Director – Southeast Region, U. S. Fish and Wildlife Service.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Signed, sealed, and delivered in our presence:

GULFSTREAM NATURAL GAS SYSTEM, LLC, a Delaware Limited Liability Company

By: Gulfstream Management & Operating Services, LLC, a Delaware Limited Liability Company, its Operator

(SEAL)

Signature of Witness

By: Albert R. Taylor
Vice President of Operations

JAMES WALLACE
Printed/Typed Name of Witness

"GRANTOR"

Signature of Witness

KEVIN L. HOOVER
Printed/Typed Name of Witness

STATE OF FLORIDA)
COUNTY OF Manatee)

The foregoing instrument was acknowledged before me this 25 day of February 2011, by Albert R. Taylor, Vice President of Operations of Gulfstream Management & Operating Services, LLC, a Delaware limited liability company, on behalf of the company which is the Operator of Gulfstream Natural Gas System, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____, as identification.

My Commission Expires:
2/28/2014

Notary Public, State of Florida

Commission/Serial No. #DD936673

LORRAINE LOEFFLER
Printed, Typed or Stamped Name

LORRAINE LOEFFLER
MY COMMISSION EXPIRES
February 28, 2014
#DD 936673
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

ACCEPTANCE OF TRANSFER OF TITLE TO DONATED LANDS

Florida Fish and Wildlife Conservation Commission hereby accepts this conveyance as a transfer of title of the real property as described in this Deed in accordance with F. S. 259.041(10)(a).

WITNESSES:

Signature of Witness

Stephanie Bergozza
Printed/Typed Name of Witness

Signature of Witness

Richard C Mospens
Printed/Typed Name of Witness

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

(SEAL)

By: _____

Printed Name: GREG HOLDER

Title: ASSISTANT EXECUTIVE DIRECTOR

"GRANTEE"

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Commission Attorney

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 18th day of May, 2011, by Gregory L. Holder, as agent for and on behalf of the Florida Fish and Wildlife Conservation Commission. He is personally known to me or has produced _____, as identification.

My Commission Expires:

Notary Public, State of Florida

Commission/Serial No.

Printed, Typed or Stamped Name

JO ANN M. FAIN
MY COMMISSION EXPIRES
June 1, 2014
#DD 967083
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

4 of 4

Non-Foreign Certification By Entity Transferor

(Seller's FIRPTA Affidavit)

Transferor: **Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company**
Transferee: **Florida Fish and Wildlife Conservation Commission, a Constitutional Agency, successor to the Florida Game and Fresh Water Fish Commission**
Property: **Palm Beach County, FL**
Closing Date:

Before me, the undersigned authority, personally appeared the person(s) named below who, after being duly sworn, stated as follows:

Transferor is selling that certain real property located in **Palm Beach County**, which is more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company**, the undersigned hereby certifies the following on behalf of **Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company**:

Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);

Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company's U.S. employer identification number is **38-3481325**; and

Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company's office address is **1905 Intermodal Circle, Palmetto, FL 34221**.

Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of **Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company**.

Gulfstream Management & Operating Services, LLC,
as Operator of Gulfstream Natural Gas System, LLC, a
Delaware Limited Liability Company

By: Albert R. Taylor Date 02/25/2011
Albert R. Taylor, Vice President of Operations

(Corporate Seal)

State of Florida
County of Palm Beach

The foregoing instrument was sworn to and subscribed before me this 25 day of February, 2011 by Albert R. Taylor, Vice President of Operations of Gulfstream Management & Operating Services, LLC, as Operator of Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company, on behalf of the corporation. He/she [✓] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

LORRAINE LOEFFLER
MY COMMISSION EXPIRES
February 28, 2014
#DD 936673
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Lorraine Loeffler
Notary Public

Printed Name: Lorraine Loeffler

My Commission Expires: 2/28/2014

DoubleTime®

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF GOVERNMENT LOT 6, LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 30; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 30, S88°25'17"E, A DISTANCE OF 2333.59 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF GOVERNMENT LOT 6, THENCE LEAVING THE SAID EAST-WEST CENTERLINE N00°48'24"W ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SOUTHEAST QUARTER OF LOT 6, A DISTANCE OF 601.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID WEST LINE, N00°48'24"W, A DISTANCE OF 61.84 FEET TO THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST ONE QUARTER OF GOVERNMENT LOT 6; THENCE LEAVING SAID WEST LINE S88°22'56"E, AND CONTINUING ALONG THE NORTH LINE OF SAID SOUTH HALF OF GOVERNMENT LOT 6, A DISTANCE OF 298.97 FEET; THENCE LEAVING SAID NORTH LINE S05°19'00"E, A DISTANCE OF 62.24 FEET; THENCE N88°22'56"W, A DISTANCE OF 303.91 FEET TO THE POINT OF BEGINNING.

BSM APPROVED
BY
DATE 7/8/08

J.W. CORBETT WMA FWC
GULFSTREAM NATURAL GAS SYSTEM
PALM BEACH COUNTY

DONATION SETTLEMENT STATEMENT

NAME AND ADDRESS OF DONEE
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
A CONSTITUTIONAL AGENCY, SUCCESSOR TO THE FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600

NAME AND ADDRESS OF DONOR
GULFSTREAM NATURAL GAS SYSTEM, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
1905 INTERMODAL CIRCLE
PALMETTO, FLORIDA 34221

MANAGING AGENCY A/K/A ACQUIRING AGENCY:

Address:

SETTLEMENT DATE: February __, 2011

PROPERTY LOCATION

SEE EXHIBIT "A" ATTACHED

SETTLEMENT AGENT : LEWIS, LONGMAN AND WALKER,P.A.

PLACE OF SETTLEMENT:
515 NORTH FLAGLER DRIVE, SUITE 1500
WEST PALM BEACH, FLORIDA 33401

FILE NUMBER: 08-0015

SUMMARY OF DONEE'S COSTS	$	0.00	SUMMARY OF DONOR'S COSTS	$	1,082.40
ASSESSED VALUE	$	9,678.15	ASSESSED VALUE	$	9,678.15

GROSS ASSESSED VALUE	$ 9,678.15	**GROSS ASSESSED VALUE**	$ 9,678.15
AMOUNTS PAID BY OR IN BEHALF OF DONEE	9,678.15	REDUCTIONS	$ 9,678.15
DONATED LANDS NO FUNDS EXCHANGED		DONATED LANDS NO FUNDS EXCHANGED	
SETTLEMENT COSTS FROM ATTACHED PAGE	$ 0.00		
Survey	$11,150.00 (POC)		
TOTAL (DONATED ASSESSED VALUE)	$ 9,678.15	**TOTAL (DONATED ASSESSED VALUE PLUS SETTLEMENT COSTS)**	$ 10,760.55
GROSS AMOUNT ASSESSED	$ 9,678.15	**GROSS AMOUNT ASSESSED**	$ 9,678.15
CASH [ ] TO [X] FROM DONEE	$ 0.00	**CASH [ ] TO [X] FROM DONOR**	$ 1,082.40

CLOSING NOTIFICATION

Title Contractor's File Number	Project	Florida Forever Project
Lewis, Longman & Walker, P.A.	JW Corbett Wildlife Management Area/Gulfstream	None
Parcel / Owner	**County**	**Parcel ID #**
Gulfstream Natural Gas System	Palm Beach	00-39-41-30-006-0020
BLA #	**Managing Agency**	
326425	FWC	
Purchase Price	**Approved Value**	**Improvement Value**
$80,771.85	$80,771.85	None

Funding Breakdown

Funding Agency	Funding Source	Purchase Price	Approved Value	Acres
Donor	Donation	$80,771.85	$80,771.85	3.59
TOTAL		$80,771.85	$80,771.85	3.59

Warrant Issue Date	Warrant Voucher #	Warrant Amount
N/A	N/A	None

BSM Approved Acres	Days to Closing
3.59	
Title Underwriter	**Closing Services**
first American Title Insurance Company	Lewis, Longman & Walker, P.A.
Actual Closing Date	**Contract Closing Date**
3/1/11	None
Delay in Closing Explanation, if needed	**Adjustment Explanation, if needed**
N/A	N/A

ESA Cost	Survey Cost	Appraisal Cost	Title Search Cost (Inicudes Update)	Closing Services Fee	Title Insurance Cost	Upfront Title Work	Hours for Contractor (Title Resolution)	Total Costs
Donor	Donor	None	Donor	Donor	Donor	None	None	$0.00

Landmark / Location	Resource Information
Section 30, Township 41 South, Range 39 East	None

Additional Information for Press Release

See Attached

F:\Acquisition\New Folders 1-10-08\CLOSING SECTION SAVE\Forms

Additional Information for Press Release

As part of its Phase III natural gas pipeline project, Gulfstream Natural Gas System, L.L.C. ("Gulfstream") is acquiring approximately four acres of privately-owned land within the Big Mound area of the J.W. Corbett Wildlife Management Area and donating it to the State of Florida. This donation, which Gulfstream will make in two parts (one part to the Board of Trustees of the Internal Improvement Trust Fund, and another part to the Florida Fish & Wildlife Conservation Commission), will benefit the State of Florida in at least two ways. First, the donation is necessary to offset any adverse impacts reasonably expected to be caused by the pipeline, thus enabling the project, which will improve energy security and availability for South Florida residents, to proceed. Second, the donation will place approximately four acres of ecologically important and historically significant land in the Big Mound area of the J.W. Corbett Wildlife Management Area into state ownership, which will preserve it for future generations to enjoy.

GULFSTREAM MANAGEMENT & OPERATING SERVICES, L.L.C.

ACTION BY WRITTEN CONSENT

DELEGATION OF AUTHORITY

April 4, 2008

The undersigned, being all of the Members of Gulfstream Management & Operating Services, L.L.C. (the "Company"), a Delaware limited liability company, hereby adopt the following resolutions. All capitalized terms used but not defined herein shall have the meanings provided for them in the Amended and Restated Limited Liability Company Agreement of the Company dated February 1, 2001 (the "Agreement").

Financial Approval Limits and Delegation of Authority

RESOLVED, that each of the officers of the Company and each of the other individuals named in their respective positions indicated on the attached Exhibit A shall have all such powers as are approved by the Management Committee from time to time and shall have authority to agree upon and execute all invoices, contracts, and other obligations and commitments in the name of the Company up to and including the amounts set forth on the attached Exhibit A (the dollar amounts indicated on the attached Exhibit A are exclusive of any potential financial obligations attributable to indemnification provisions in any such invoices, contracts, and other obligations and commitments);

RESOLVED, that any and all actions heretofore taken by the officers of the Company and the other individuals named in their respective positions indicated on the attached Exhibit A within the terms of any of the foregoing resolutions are hereby ratified and confirmed as the act and deed of the Company; and

RESOLVED, that the officers of the Company and the other individuals named in their respective positions indicated on the attached Exhibit A are hereby authorized and directed to execute and deliver any and all documents and to take such other actions as they deem necessary, advisable, or appropriate to carry out the purposes and intent, but within the limitations, of the foregoing resolutions;

GMOS doa resolution version 8.DOC

This Written Consent may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the 4th day of April, 2008.

SPECTRA ENERGY TRANSMISSION, LLC

_____ Pres

WILLIAMS GAS PIPELINE COMPANY, LLC

_____ SAH

GMOS doa resolution version 8.DOC

Revision 8
April 2005

Exhibit A

GULFSTREAM MANAGEMENT OPERATING SERVICES, L.L.C. (GMOS)

DELEGATION OF AUTHORITY
FINANCIAL APPROVAL LIMITS (5)

Title	Name	Invoices, Check & Pur./Wire Requests (5)	Within Owner Approved Budgets: Contracts, Lease Agree., Other Commitments (2)	Contracts, Lease Agree., Other Commitments (3)	Additional Delegations	Comments
[redacted]						
Vice President, Business Functions	David A. Shammo	2,500,000	5,000,000	2,000,000	(6) (7) (8)	Spectra Employee
Sr. Vice President, Technical Operations	Randall L. Barnard	2,500,000	5,000,000	2,000,000	(7)	Williams Employee
Vice President, Technical Functions	Albert R. Taylor	1,250,000	2,500,000	1,000,000		Williams Employee
Vice President, Engineering	Larry Hoelscher	1,250,000	2,500,000	1,000,000		Williams Employee
Vice President, Business Development	Randy Rina	250,000	500,000	250,000		Spectra Employee
Vice President, Marketing	George Matzke	250,000	500,000	250,000		Spectra Employee
Associate General Counsel	P. Marlin Teague	250,000	-	-		Spectra Employee
[redacted]						
Manager, Operations	Brady McNew	150,000	150,000	25,000		Williams Employee
Manager, Technical Services & Pipeline Integrity	Eric Raymond	150,000	250,000	25,000		Williams Employee
Manager, Land	Steve Patton	150,000	150,000	25,000		Williams Employee
Lead Land Representative	TBD	100,000	100,000	5,000	(9)	Williams Employee
Manager, Environmental Compliance	Mark Bisett	150,000	50,000	25,000		Williams Employee
Manager, Environmental Permits	Thomas Messick, Jr.	150,000	50,000	25,000		Williams Employee
Assistant District Manager	Greg Gellher	75,000	75,000	5,000		Williams Employee
Director, Accounting	Gregory Pierce	50,000	0	0		Spectra Employee
Manager, Project Development	R. Chris Springer	150,000	150,000	25,000		Williams Employee
Land Representative	Melissa Hammer	25,000	25,000	0		Williams Employee
District Administrator I	Dana Hardison	5,000	0	0		Williams Employee
Marketing Representative	Tina Black	5,000	0	0		Spectra Employee
Administrative Assistant III	Lorraine Loeffler	5,000	0	0		Williams Employee

Footnotes:

(1) Intentionally left blank.
(2) Approval authority limits shown apply only to contracts, lease agreements, and other commitments approved under Owner approved budgets.
(3) Approval authority limits shown apply only to contracts, lease agreements and other commitments not previously approved under Owner approved budgets.
(4) Intentionally left blank.
(5) This delegation includes refunds required by GNGS' FERC Gas Tariff.
(6) Delegation includes authority to make purchases and sales of gas for operational uses only up to $2,000,000.
(7) Delegation includes authority to pay invoices, by check or wire transfers, from prime construction contractor(s) for Phase III and Phase IV up to and including $7,500,000.
(8) Delegation includes authority to enter into Rate Schedule FTS and/or ITS agreements, at maximum rates, with a term not to exceed one year and up to an annual contract amount of $4,000,000.
(9) This position to be filled at a later date and has no authority under this delegation.

C:\Documents and Settings\lgpcsah\Local Settings\Temporary Internet Files\OLKD\GulfstreamGMOS DOA Rev 8 blackline v1.xls

Gulfstream Pipeline
3/30/10 - ±10:15

Call to Mike Collazo w/ RO, DM & BV

- Turns out Lewis Longmire WPB office handled the S+C deed to Gulfstream
- MC feels no SW of N since we provide use permit.
- MC suggested cut out easement - Gulfstream grant non-exclusive access easement to S+C, then Gulfstream conveys 2 parcels (east + west of easement to FWC + Ash | Schuette on FWC access thru S+C (and hunters, etc)

IITF - separates us from the easement. BV felt we're okay + would help provide a legal defense. BV is fearful if we accept the access reservation (which BV had not seen (?), but when I told him of it, felt originally we were okay + best to accept access reservation vs access easement - Seems I ~~mistook~~ misunderstood how MC proposed the access easement.

4/1 - 5/6 - I confirmed route and advised MC of change to access easement + Gulfstream retain fee simple. BR questioned. DM agreed + ~~talked~~ talked to BV who also agreed - don't like Gulfstream holding title that they could convey to whomever, is land we were to get + may jeopardize the required replacement acreage. So, changed to Gulfstream charging to access easement over trail + convey to FWC. Saw BV @ NE library on 5/6 - ±6:30 - he confirmed his agreement.

Vaughn
Appraisal - S+C parcel
3/30/10 - 9:30

Gulfstream Pipeline, FWC - DSL Mtg
by conf call

Attendees: Chuttle, Brad, RCW, Patrick Cowan, Stephen Thomas, Bill Robinson + Steve ____

Open issues: ESA - Jim Schuette to check today or tomorrow & take photos
FWCC vs Replacement land - size okay, & so is environmental value - not sure on appraised
Verify $30,000 to FWC is accurate
Verify ESA is certified to FWC
Verify have separate title commitment.

ESA - I gave status - PC said on hold + stay silent until get Mike Long sign off

Talked of Replacement appraised value - DSL is okay ~~since says~~ so long as we accept from agent

Talked of FWCC approval vs replacement land
- Like of S+C have Thru or as hunting lodge.
- Prefer to make/minimize S+C access
- MC agreed to provide title policy based what Gulfstream pd for S+C parcel
- MC told BR had be willing to control S+C easement.
~~Title Commitment~~ BN fuels current reservation is too broad & renders S+C replacement valueless

Gulfstream Pipeline
Smith & Compton Replacement Land

11/19/09 - @ 12:02 Bill Robinson, DSL atty called - Wanted to talk about the S & C access easement reservation - he has a problem w/ it - said only gets to the mit property & no rights beyond. I'm to confirm situation & will send email of what access that's allowed & what they want to use.

3:59 Sent email to BR, QM & ~~MC~~ Mike Collazo (Hopping Green) talking issue as I know it - have call into Jim Schwette to confirm.

11/20 - 1:49 JS sent email confirming my accuracy -
12:00 c JS - not in ofc (561-624-6989) @ home
12:01 c JS' cell (561-722-9263) left message to know he's on vacation next week

Gulfstream - Corbett

7/21/09 - Working on letter to USFWS on an approval extension to 11/26/09

- Called RB asking why hold-up - he wasn't sure - his to call Bill Robinson, DSL Legal

- Sent email to RB - were 3/24 BR questions sent to RB. Also, BR may not realize how deal went down of BPLA "closing" prior to DSL Land Acquisition providing an Acceptance of Donation (given after due diligence review, etc)

- (9:10) c QM - she's nearly finished with her review of researching questions on The State's Linear Facilities Policy re FGT proposed gas line - answers to The FWCC questions will have a bearing on if FWCC can expect FWC to receive an exotic pet trailer as "additional mitigation". She's to talk to Jim Antista later today + let me know.

Gulfstream Pipeline
Corbett

± 5/5/08 - Wayne Waltz advised our application is to expire
5/26/08 - need to provide request extension - need to use AFA form

later - couldn't find the AFA form (Application for Federal Assistance)

Later - Turns out its Standard Form 424 (SF424)
- Talked to Wayne Waltz (843-727-4707 x 225) - need to Mark #8 as revision & "C"

6/18 - Gave to MB for review

6/22 - 10:14 c WW - question how to handle "ending date" (#13) & Total $ (#15g) & will send to Mike Piccirilli & cc him
Got VM - TCM

Gulf Stream - USFWS

5/27/08 - 1:25 MB, TW & I called Wayne Wolfe

1. TW questioned W-16-L (8) - TW Think it's W-58. WW is to check.

2. TW questioned it being donation. WW felt it was

3. TW questioned of categorical exclusion (3A) - needs NEPA filled out & do project narrative That no Native American Indian? artifacts.

4. Fill out Sec 7 - will reference NRA - per TW, can use W-35 That covers all of Corbett. Per WW, next in sys plan. TW to find our copy & will send to WW - Can copy / paste from W 35.

5. Denote program name on AFA

6. Call W-58 & USFWS will get ext. #.

7. TW said only will use short narrative - WW said ok

Gulfstream - Corbett

5/12/08 - noon - JC sent email asking status of USFWS portion - seems his/their subs are banking to get moving.
- ±4:30 Went to see TW - said he, MB + MP did discuss the matter - seems the artifacts could be an issue - told TW that our replacement land can be away from three-dreams seed to include that portion - can let it go to IITF.

5/13 - 8:56 Rec'd KL's 7:53 call - BOT approval, if to come, will be tomorrow, 5/14 - end of 10 day period - still will need due diligence around, handled by Acquisition - KL is to verify who is to coordinate it + advise

5/14 - 15 (noon) Rec'd ~~letter~~ email from WW saying that MP had signed a letter today addressed to TW ~~that~~ in response to the issue - should have by this end. - no indication of what it says
10:07 c/5 (516-624-6989) (cell 516-722-9263) left vm
? MP emailed asking who's manage the IAA

IAA = Indian Archaeological Area

~~5/16~~

5/19 - responded to MP - Most on FWC Fed G-I-A land so FWC to protect + manage

5/20/08 - 7/20/09 - Finished getting US FWS sign-off
- Continued work on due diligence
- Dealt with issues on replacement land
- Due to delay in closing, worked out an access agreement to allow Gulfstream to enter property + do work so project isn't delayed (7/21 - 8:55a - found TH has copy of executed agreement + is to bring me his file later today)
- Worked to resolve DSL legal questions on Gulfstream corporate entity
- ~~Worked~~ ~~Had~~ ~~needed~~ to extend USFWS approval - expired 5/26/09
- Sent prepared letter to MY + CLM re ... to include as addl mitigation

MP = Mike Piccirilli

USFWS
Gulfstream Pipeline - Corbett

4/24/08 - ± 8:00 While I was talking to Lisa Phillips re The 2008 Property Inventory unlocated property on my list, Tom Wright stopped by, responding to my 4/23 email to him on formally presenting The matter to USFWS - TW said he wanted to hold off until The matter was approved by BOT. Doesn't want another Scripps.

5/7/08 - 9:02 Got email message from JC asking status of USFWS
4:07 c Wayne Waltz, Federal Aid Fish/Wildlife Biologist (USFWS) 404-679-4147 fax 404-679-4160 Wayne_Waltz@fws.gov He's just gotten back from being out for a wk & MP is on Puerto Rico @ Fed Aid Coordinator's Conference - WW was to go but had a conflict. - will get of MP + others next wk to determine how to proceed - may come back needing additional info. WW will be out for rest of May after 5/16, Fri.

5/12 - Saw TW - He, MB + MP met + discussed - Also, TW got email from MP, which TW asked me to respond - clarified easement request is from Gulfstream, not FPL; told IAA is only a small portion of The replacement land + we can make sure our land is away from The IAA (contacted JC on This)

IAA = Indian Archaeological Area

5/14 - MP emailed, asking of 2 deeds - wanted to know who will manage

5/19 - sent email to MP - confirmed 2 deeds + FWC to protect + manage IAA - Appears entire (or most Thereof) is on FWC fed. g-in-a lands.

Gulfstream - Corbett

4/1/08 - 12:12 Rec RB's 11:14 call - advised waiting on EA/NRA from field but have decided to send letter to USFWS anyways, subject to NRA.

4/2 - 4/17 - Prep. for FWCC & ARC - TB attended & presented item @ FWCC. Appeared per MY who called @ end of FWCC 4/9 mtg That FWCC made contingent on $10,000 toward our exotic pet amnesty program That needs $10000 for a Trailer (?) - Barretto is one who brought it up & RB/JC agreed. [one share of $63,800 fair mkt value = 10.655739%
x $63,800 = $6,798.3557 or $6798.36]
4/9 MY c - told me Barretto got Gulfstream to commit to providing a trailer for Trailer
Attended ARC mtg - took all of 10 min once came up for a favorable vote to move it to FRI consent agenda (RB mentioned the exotic pet trailer to me prior to the mtg)
TRI - was approved

4/17 - ± 9:00 KL c - needs split of $ (he found my email to JC & I explained it to him) RB needs to know how checks are to be made out. Told KL can't close - need USFWS approval - intend to have to Tom Wright today (this morn) still need natural resource assessment from field.

5:25 Went to OEO - KH is out - no FWCC minutes yet - KH came out - said Trailer is definitely no a part of approval & over and above.

Gulfstream Pipeline
Corbett

2/25/08 - 9:00± Johnny Corder called -

3/31/08 - 2:55 Tom Breault Questions - Get Across ASAP

1. What Indians (Confirm mound issue) ? (where on site)
2. NR Analysis status
3. How to bridge breaks in levee ?
4. Airport hunters (access ??)
5. Gulfstream wont protect @ hunting (Safety buffer ?)
6. Emergency safety zone set up by Reg. Dir.

4/26 - 3/ KL re

Rec'd fair whi DSL comp

- the fa portion of to Vosh

mtg w/ her - didn't talk # but, after SW calling Gary Hazen, understood FWC ownership & Pitts/Robertson. Appears ~~FWC~~ DSL is seeking 2:1.

3/31 - ± 11:10 Rec'd email from GC asking about ~30,000 mentioned from SW - told don't know - @ 3/27 mtg we did not talk #'s. ① GC questioned where FWC # would go - told don't know - I'm to get of Tom Wright + Michael Yaun. ② I also need to advise RB of USFWS language that needs to be in deed.

- 3:30 Called from Schuette:

2 NRA - Didn't get DA work + not sure of process to use (from example - Cindi Gates - Polk Co Com College)

1 3. Diff indians (± 200 Ac) ± last 1/4 - 1/2 Ac in that complex (part of Big Mound) - SW corner post at Auditorium + on top (extends to west + north 40-50' (Still need to acquire ± 35-50 Ac

Tequesta (Chatset) few prior. maybe seminoles

4. 4 yr controversy re levee - gate @ each end, but no gate from Corbett + no signs. No survey. Bishop or Byron put there

Gulfstream

2/22/08 1:55 Jim Boyer SFWMD ROW

2 actions - Friendly Condemnation

Required during this time

Granted use of easement subject to approval by underlying fee owners -

Abe Cooper - SFWMD Legal Counsel handled issue
561-682-6315

2:10 c AC - took yr to negotiate - gov. Bd approved - had been on west of canals, but moved to east. Condemnation Action required as part of Consent order that Gulfstream get approval of underlying fee owners. Didn't want to make any representation to Gulfstream that the SFWMD easement was ~~only~~ adequate to allow
Really only need to consent

$\frac{.39}{3.66} = \frac{3.27}{3.66} = 89.3944\%$ × 4 Ac = 3.57377 rounded

= 3.57377 rounded

= 4 Ac

10.6557% × 4 Ac = .42622 Ac
= .42623 Rounded

.39
.49
2.78
3.66

Gulfstream Gas Transmission Line
Corbett

2/21/08 - ± 11:00 Rec Kirne Landes' call from 2/20 - He's starting to work on the ARC April agenda item & wants our inputs - told of our not having approval (hopefully) until 4/9. Told he should send my proposed agenda item & also info on my talk w/ RB on Gulfstream by afraid the replacement land owner may be getting cold feet. By 11:45, sent over both emails.

± 11:45 Saw MY & reminded him I needed his review by tomorrow of the agenda item. (earlier I had talked to MB & confirmed he wanted to review it) - sent it (revised version) to him & GC & my ~~[illegible]~~

4:40 Called GC to confirm I get his comments to the Comm. agenda item, since I know he's off tomorrow. Turns out he's working on it now.

to Jake Nichols (so he can do the GIS portion of the natural resource assessment) & Jim Schnitter (so he can do the fieldwork portion of the NRA)

wk 2/11 - Talked/met to Jim Antista & Mike Yaun re matter - discussed how to handle since technically we don't have a say on what happens on SFWMD easement since it was a pre-existing condition to our acquiring the land. Listed on ITTF. Directed it should go to FWC due to, if not by else, the Johnny Jones Act.

~~Late~~ 2/19 - 9:02 MY agreed, answering a Richard Brighton 2/15? question of how to handle replacement land - seems Gulfstream is wary seller will back out if don't close soon. ±10:00 left vm for RB that MY & I believe would have to be separate titling, done proportionately, ~~[illegible]~~ at Gulf Stream risk due to needy USFWS review & approval, haven't done NRA yet, need FWC & ARC approval

Gulfstream Gas Transmission Line
Corbett

12/30/07 - Rec'd Hopping Green's application for the pipeline.

Later - Met w/ Kimie Landes, DSL, to discuss the matter - working to get on the April 10 & 11 ARC agenda

Sent copies of application to DA & JS & MAnderson

Later I worked to get shapefile from Gulfstream (& its consultant) for the 3 parcels & the replacement land to Dave Alden (so he can do the GIS portion of the natural resource assessment) & Jim Schutte (so he can do the fieldwork portion of the NRA)

Wed 2/11 - Talked/met w/ Jim Antista & Mike Yaun re matter - discussed how to handle since technically we don't have a say on what happens on SFGMS easement since it was a pre-existing condition to our acquiring the land. Lists on ITTF. Directed it should go to FWC due to, if not by law, the Johnny Jones Act.

~~Later~~ 2/19 - 9:02 MY agreed, answering a Richard Brighton 2/15? question of how to handle replacement land - seems Gulfstream is many seller will back out if don't close soon. ±10:00 Left vm for RB that MY & I believe would have to be separate titling, done proportionately, ~~SFH~~ at Gulfstream risk due to needed USFWS review & assume haven't done NRA yet, need FWC & ARC approval

Wind turbine
Reg - Clearinghouse
Comment ??
1/24/08 - 1:00

Corbett
Gulfstream Gas line
MTG w/ Richard Brightman & Johnny Carden
Gary Cocker & RCM @ Hopping Green

1 SFWMD gave final approval

2 ERP (DEP) was challenged - had hearing - waiting on ruling.

Alternatives
DOT doesn't like 11 roads - ok to cross though - Can't put in sugar cane muck so more excavation. Hog Waste site along US 98.

Parcels 1 + 3 (IITF) - have easements.

→ Have 4 Ac. for net positive benefit
(FWC [fair mkt value and NPB] and
IITF [NPB ?] (separate easement fee))

Per RB, public purposes = any under PSC. Gulfstream under Fed., but technically not under PSC. For Sovereign Submerged land, can get public or private easement - G fac is technically private, but get public & pay fair mkt value - Fear of use eminent domain + have private, judge would question

Feels The package was a submission - Application form was never adopted into rule. To mentioned 2:50 left VM to call KL to send me prior to sending letter to HGS. Letter - called KL had not sent letter yet, advised of situation, apologized for mistakes & sent letter.

Vegetation has been disturbed - 200 cabbage palms (State Tree) will be relocated along line to other side for SFWMD -

→ Can they relocate the cabbage palms now ??

Need to look @ ecological issue - No wetlands impact (of in few instances pt will "cross" wetlands, they will go under) on ~~Fa~~ 3 parcels and on 4 Ac replacement land.

3 Parcels: 3.66 Ac ~~To~~ Whom ~~Flat~~ is deed to be conveyed. To IITF for use & benefit of FWC or FWC ??

Submitted 3 appraisals on the 3 parcels to ~~BST~~ DSL/BA A.
3.66 Ac = ~~24~~ ± 7000/Ac

Replacement - appraised @ 10,000 - pay 22,000

To Do
1. Required to DSL to application
2. Willing to Manage
3. Would we concur to waiver environmental site assessment (ESA) - (USFWS needs to concur ~~to~~ easement is pre-existing condition & ~~do~~ is the ESA still required - if yes to what level ?

Expects to ARC on April 10 + 11 (FWC 4/9 + 10 ??)

→ To provide us w/ copy of survey aerials that ~~have~~ border Corbett, esp re 3 parcels. Rec'd by HGS later 1/24.

To provide copy of SFWMD
10300 — 3-402Ac
60% of approved for permanent ease
30% " " " Temporary "

30" pipe

→ Per RB Jim Schuette is concerned of levee maintenance
Gulfstream agrees to handle

→ To send me copy of title commitment (put in file cabinet

Gulfstream Gas Easement Consent
Corbett

12/21/07 - Rec'd Gulfstream's reply to FWC's comment/recommendation letter dated 12/10/07

12/30/07 - Rec'd Package from Hopping Green

1/14/08 - ± 4:00 Talked to GC - ① we questioned what control we may have of SFWMD easement pre-dates FWC acquisition of its land; ② When do we bring in USFWS - prob. need to at least make them aware of the matter, espec if decide we do have say over the matter.

Later - Set Thurs, 1/24 - 1:00 for add mtg @ Hopping Green @ their request then Monday.

1/22 - 2:50 Rec'd Linda Runes 2:26 call (561-624-6989) - seems Johnny Carden had called JS, asking if the 2 Big Mound parcels were sufficient for net positive benefit. JS is out but said yes. JC wanted to know if we'd waive the environmental analysis (or was it assessment?) Told her it could be the flora & fauna analysis or the hazardous natural one - believe can't waive either, espec since FWC land is controlled by USFWS. Told her that believe we have state contractors for these - will handle when GC & I meet w/ them 1/24.

Get [illegible] on [illegible] USA
Donut [illegible]

Gulfstream Gas ~~[illegible]~~ Consent
Conduit

Richard Brightman (Hopping Green) Johnny Cardem (Consultant), Gary Cochran & Ra.
10/31/07 - 9:30 RB want ~~draft~~ overview - was to be west of canals but SFWMD realized may need to expand canal for CERP

→ GC wants: Map showing conservation land, TRS, + easements. (FWC + TIIFT)
Copy of Southern States Land and Timber Corporation - Central and Southern FLA Flood Control District Easement 910/364 (Fee & entry)

→ Find out if FWC provided comment to Clearinghouse review
11/2 - 2:37 Sent email to Marjorie Poole + Scott Sanders asking if we commented

SSLT easement is pre-existing - SFWMD can require Gulfst to seek consent to it.

Though pre-existing and since need consent, will have to go to ① USFWS, ~~AFC~~ ② FWC (may be able to not go to FWC - does OED have delegation authority?)

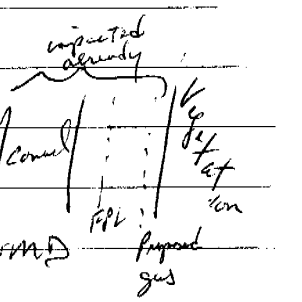
→ (Need copy of Johnny Jones Act.

→ Check w/ SFReg on comment - Appears disturbed land

156 Cabbage Palms along levee will be relocated to south side

No Temporary construction easement needed.

→ To provide drawing showing typical overhead FPL line pre-exist SSLT easement or from SFWMD



Gulfstream Pipeline
Corbett

10/2/07 - 1:51 Ret. J C's 10/1 - 12:53p VM

.39 Ac. Thom Corbett
(FWC, ARC, ROT + FWS) - posted on his dog.

talked of process - They've done survey + appraisals & found landowners all along proposed route. (appraisal + survey - may need separate one by DSL ~~[illegible]~~ approved or at least meet state stds.) Talked of linear facilities policy - he has copy & is to start considering meeting its requirements / mitigation, though not necessary for ~~at~~ initial letter. He's to send info (we need so I don't have to hunt) to me.

(222-7500)

10/24 - 4:00 Ret Mandy's 3:17p call - her message said she wants to set a Weds 10/31 mtg w/ Richard S Brightman Esq, Hopping, Green Law Firm - 123 S. Calhoun St - got VM - left message TCA
Wants to discuss the Gulfstream Phase III easement.

10/25 - 8:45 Mandy called - told Johnny Cardin has not sent info on location, etc. Also, Jim scheduled for an eye procedure sometime that day, but not sure when - Gave email address - she's also getting w/ Gary Cochran.

Gulfstream Pipeline

8/6/07 - 5:15 Rec'd email from Joe Walsh of GP going to re-align their line - Jim Schuette is to attend a 8/17 mtg

8/13 - 9:18 - Gary Cochran responded to my 8/7 - 9:16 email, asking him of the proprietary issues - GC agreed w/me that we need to handle it like Scripps & need FWC, USFWS, ARC & BOT approval.

Tried to find copy of easement - not in file room nor in file cabinet nor found ~~on~~ on line @ PBC Records.

8/13 - 1:25 called Jim Schuette - out per sec (561-624-6989; sc 242-6989 fax 561-624-6988 & sc 242-6988)

8/14 - 4:00 c. JS - out per vm - TM

8/15 - JS called - to run to power plant @ Southern Blvd. - to follow the north side of the L-8 Canal going directly through Corbett. Appears ~~the~~ FPL owns its portion of land that runs adjacent to the Leon Moss Tract - owned by IITF - JS will attend mtg for fact finding & will advise

9/28 - 4:58 Rec'd. Johnny Cardenas's 9/20 - 8:16a vm - said dealt w/ Gulfstream & @ 561-697-6902

Get w/ TH on contacts Creek Downtown ESA

Gulfstream Gas ~~[illegible]~~ Consent Conduit

Richard Brightman (Hopping Green), Johnny Carden (Consultant), Gary Cochran & Ra
10/31/07 - 9:30 RB went ~~over~~ overview - was to be west of Canals but SFWMD realized may need to expand canal for CERP

(FWC + TIIFT)
→ GC wants: Map showing Conservation land, TRS, + easements.
Copy of Southern States Land and Timber Corporation - Central and Southern FLA Flood Control District Easement 910/364 (Rec & entry)

→ Find out if FWC provided comment to Clearinghouse review.
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SSLT/SFWMD easement is pre-existing - SFWMD can require Gulfst to seek consent to it.

Though pre-existing and since need consent, will have to go to @ USFWS, ~~AND~~ @ FWC (may be able to not go to FWC - does OED have delegation authority?)

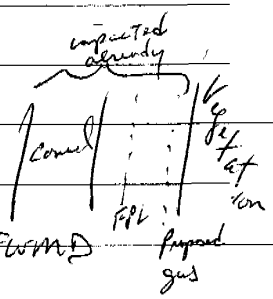
→ (Need copy of Johnny Jones ACT.

→ Check w/ SE Reg on comment - Appears disturbed land

156 Cabbage Palms dog leg will be relocated to south side

No Temporary Construction easement needed.

→ To provide drawing showing typical overhead FPL line pre-exist SSLT easement or from SFWMD



p 2

whatever IITF gets FWC will want

IIFT Land - IITF did grant easement so there is an incompatible / Linear facilities issue w/ compensation. Fought may need to get replacement land

→ Will possibly be compensation to FWC - Get of 5 Reg / J Schwette

→ Get list of A + I to RB http://myfwc.com/WMA-Planning/CMP/
hand-delivered Fri, 11/2 - 2:50

GC told of IRS bond FF issue

GC told of FL Constitution issue of FL not being able to get involved in commercial endeavor

1st → (now) Find out if has to go to FWC Comm. ?? - Ask MY / JA.

Mospens, Richard

From: Cowen, Patrick [Patrick.Cowen@dep.state.fl.us]
Sent: Thursday, April 01, 2010 12:06 PM
To: Schuette, James; Mospens, Richard
Cc: Thomas, Daphne; Robinson, Bill; Miralia, Quilla; King, Linda
Subject: RE: SCAN.doc - Gulfstream Phase I ESA (Photos)

Thank you for inspecting the property. I have shared this, as well as the ESA to our Division Office, and they have agreed that for this specific acquisition, we will not require an updated ESA prior to closing.

Patrick Cowen
Closing Section Supervisor
Bureau of Land Acquisition
850-245-2669 XT 4708

The Department of Environmental Protection values your feedback as a customer. DEP Secretary Michael W. Sole is committed to continuously assessing and improving the level and quality of services provided to you. Please take a few minutes to comment on the quality of service you received. Simply click on this link to the DEP Customer Survey. Thank you in advance for completing the survey.

From: Schuette, James [mailto:James.Schuette@MyFWC.com]
Sent: Wednesday, March 31, 2010 12:07 PM
To: Mospens, Richard
Cc: Cowen, Patrick; Thomas, Daphne; Robinson, Bill; Miralia, Quilla; King, Linda
Subject: RE: SCAN.doc - Gulfstream Phase I ESA (Photos)

Hello Rich---

I visited the property yesterday. It is still in good shape (although the water was 2-feet deeper than in the photos you sent!).

-The mound is fine.
-There are no "new" mounds.
-There is limited debris (nothing to hold up the process).
-The pipe on the structure in photo 7 is a PVC hand rail on an ole platform stand....again, nothing to hold up the process.
-The trail in photo 5 leads into the property and would be the access point they are looking to use for their back-door to Dupuis and held the easement on.
They will be the only ones using this because it is a narrow trail through cypress and only about a hundred yards long. When this property is transferred, we will remove the gate and the public will be able to drive to the new property line and turn around and come out, but I don't see anyone but Compton using it on purpose. Nobody is allowed across Compton's private property as it is completely fenced/gated off. The Florida trail also goes around the property.
-I have sent some photos from my trip in an earlier e-mail.

Let me know if you have further questions.

Best Wishes--

James R. Schuette
Florida Fish and Wildlife Conservation Commission

11835 Seminole-Pratt Whitney Road
West Palm Beach, Florida 33412
Office (561) 624-6989
FWC Website

From: Mospens, Richard
Sent: Tuesday, March 23, 2010 4:41 PM
To: Schuette, James
Cc: Cowen, Patrick; Thomas, Daphne; Robinson, Bill; Miralia, Quilla
Subject: FW: SCAN.doc - Gulfstream Phase I ESA (Photos)
Importance: High

Jim,
Here are the details of what I alluded to yesterday in my voicemail message. It appears the ESA conducted on the proposed Smith and Compton replacement land is more than 2 years old, which is normally the expiration for an ESA's usefulness. We are trying to get this deal closed and therefore do not want to overburden Gulfstream if it is not necessary. There is a possible way to circumvent the 2 year issue if we can determine nothing has changed. Could you please investigate the proposed 4 acre parcel and address the questions stated below relative to the attached photos? Also, could you determine if:

1. the Indian mound is still in its previous condition,
2. if there are no new "mounds" (could be something buried which may or may not be of concern, but would require additional investigation),
3. if there is any debris?

Please take photos and forward them to me. If you find anything, it may be helpful if you would pinpoint the location on a map. Let me know on a possible timing. We are trying to get this wrapped up by the end of next week and it would be helpful to know about the property conditions ASAP. Thanks. -- Rich

From: Cowen, Patrick [mailto:Patrick.Cowen@dep.state.fl.us]
Sent: Tuesday, March 23, 2010 11:04 AM
To: Mospens, Richard
Subject: FW: SCAN.doc - Gulfstream Phase I ESA (Photos)

Rich,

Attached are some photos from the ESA that we discussed yesterday.

Photo 1, we would like to know what the red item is in the middle of the photo. It could be tape from a boundary marker, but we would like to know for sure. Since this photo is 2 years old, it may not even be there anymore.

In photo 5, we would like to know more about this area. Where does it lead (I'm guessing to state owned land), is it used very often, or is it wet most of the time? Does FWC use this, or will they use this?

In photo 7, what is the structure? Deer stand? Is it still there? Does FWC want it removed?

Thanks,

Patrick

From: Butler, Sheree
Sent: Tuesday, March 23, 2010 9:48 AM

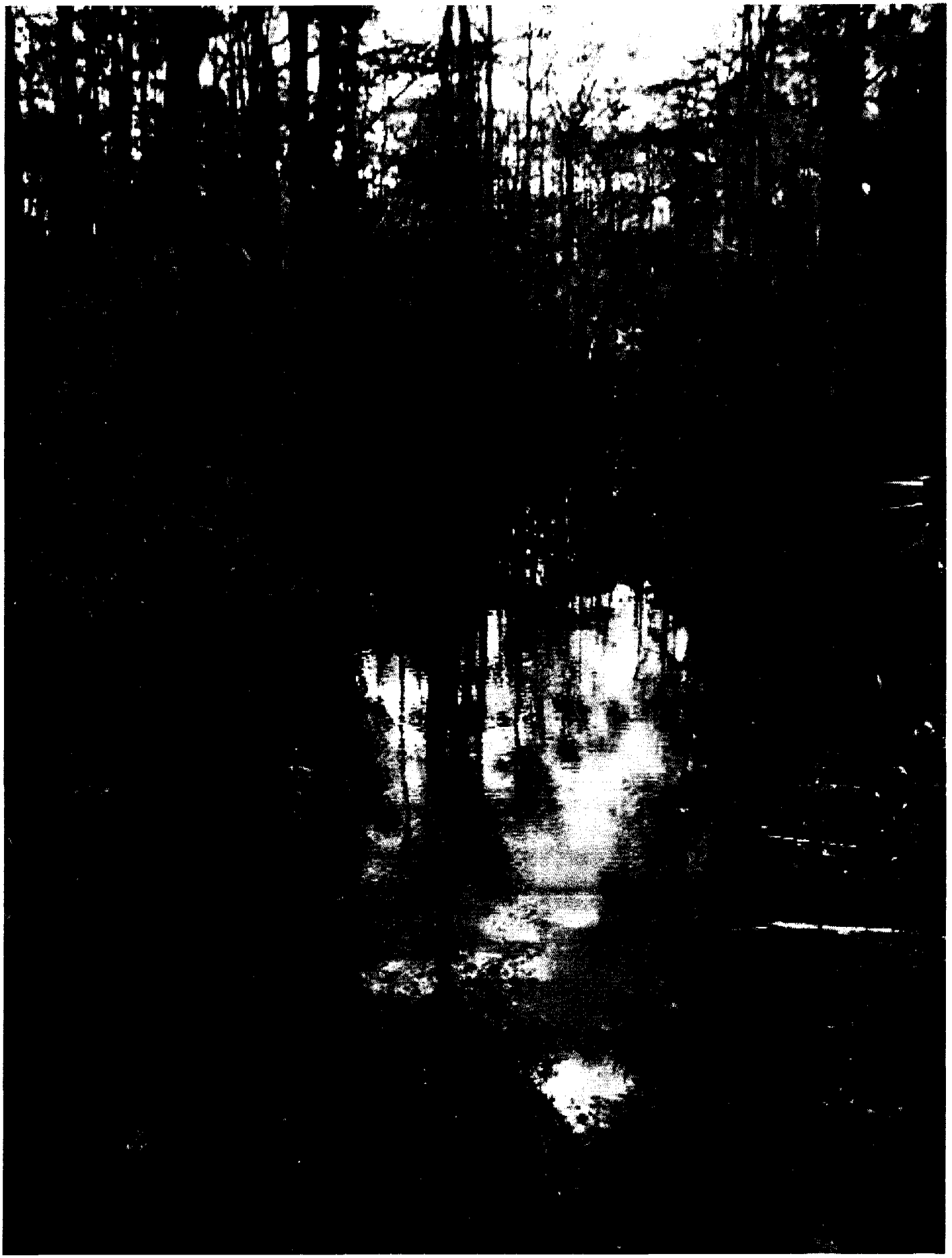
To: Cowen, Patrick
Subject: SCAN.doc - Gulfstream Phase I ESA (Photos)

Shereè

Shereè Butler
Department of Environmental Protection
Division of State Lands
Bureau of Land Acquisition
3900 Commonwealth Blvd., MS 115
Tallahassee, FL 32399-3000
850.245.2669, ext. 2776 / 850.245.2719 (fax)
Sheree.Butler@dep.state.fl.us

Cover Florida, developed by Governor Charlie Crist and the Florida Legislature, gives Floridians access to more affordable health insurance options. To learn more or to sign up for email updates, visit www.CoverFloridaHealthCare.com.	***FLORIDA DISCOUNT CARD: More than 3,000 retail pharmacies in Florida are now a part of the Florida Discount Drug Card program. See www.FloridaDiscountDrugCard.com for more info or call toll-free, 1-866-341-8894.***

Please consider the environment before printing this email



Mospens, Richard

From: Mospens, Richard
Sent: Tuesday, October 21, 2008 5:49 PM
To: 'Thomas, Daphne'
Cc: Cochran, Gary; Yaun, Michael; Schuette, James
Subject: RE: Gulfstream
Attachments: USFWS PittmanRobertsonPressRelease_09071947.pdf

Daphne,
Here is my response to Bill's review:

1. Yes, FWC needs to receive a deeded portion of the replacement land. Of Corbett WMA's approximately 60,288 acres, almost all of it was acquired through Pittman - Robertson Wildlife Restoration Act, as amended (federal grant-in-aid funds), which require the title to remain in the hands of the grantee, FWC. FWC acquired land using such funds from about 1947 to about 1975, with such lands now being a part of Corbett, Babcock Webb, Joe Budd and a couple of other locations. I have attached a copy of a 9/7/47 press release on such funding that I found through the USFWS website. The pipeline crosses three parcels; two owned by IITF and one owned by FWC, thereby requiring the replacement land to be split proportionately.
2. See my comments in #1 above.
3. I have forwarded the proposed title commitment to Richard Brightman, asking him to handle Schedule B-1, items I. 2. B and F.
4. I do not believe I have seen the concerned document and I cannot pull it up on the Palm Beach County website, probably due to its age. Bill may be correct, especially if it relates to IITF property the pipeline crosses.
5. Based upon your #5, I will assume the restrictions are unenforceable against FWC as well since FWC can hold title and will need to do so.
6. Smith and Compton have been trying for years to gain unfettered access across Corbett. By placing the easement across the replacement land within that conveyance, they are trying to further their reach into Corbett beyond what we have dictated to them over the years. Smith and Compton do not have an access easement, but we have been providing them access by a use permit for years.

I hope this helps to explain the situation. Have Bill contact me should there be any questions. -- Rich

---

From: Thomas, Daphne [mailto:Daphne.Thomas@dep.state.fl.us]
Sent: Tuesday, October 21, 2008 10:27 AM
To: Mospens, Richard
Subject: FW: Gulfstream

Good morning Rich,

Here are Bill's comments re your email. The numbers correspond to the numbered paragraphs in your email. If you should have any questions please let me know.

1. He's not sure that he agrees that one of the parcels should be conveyed to FWCC. Does FWCC have the authority to hold title to real property? How is this different from situations where property the BOT holds title to land that is purchased with FWCC funds, then leases it to FWCC as the managing agency? If the title to both of the parcels is to be vested in the BOT, he needs a better understanding of the pipeline crossing and the federal grant. He doesn't understand how they affect the real property that is being donated.
2. BSM legal description(s) should be used, but based on my comments in (1), above, He's not so sure that we shouldn't have a single commitment.
3. None of the internal limited liability documents have been provided for his review.

4. He doesn't believe that FWCC can consent to the extinguishment of BOT reservations. They would be eliminated for any parcels to which the BOT takes title due to the doctrine of merger of title.
5. The Florida Supreme court case Ryan v. Town of Manalapan, 414 si zd 193, is authority for title insurance companies to add language stating that the restrictions are unenforceable against the insured when the insured is the BOT. The court conducted its analysis based upon whether a "public body" which acquires land by means other than eminent domain is bound by private restrictions governing the use of the land. Assuming that the FWCC is a "public body" to the same degree that the BOT is, then arguably the restrictions wouldn't be enforceable against the FWCC either. But, again, I question whether the FWCC can hold title to either of these parcels.
6. The easement language needs to be released as to any parcel or parcels to which the BOT acquires title, for the reasons set forth in his 9/2/08 comments. Query, is a specific ingress/egress easement needed in order to prevent the Smith/Compton parcel in order to prevent it from being land locked (with no access)? If so, an ingress/egress easement over a specific route may need to be negotiated.

From: Thomas, Daphne
Sent: Wednesday, September 17, 2008 3:40 PM
To: 'Mospens, Richard'
Subject: RE: Gulfstream

Thanks Rich, I will let you know if I need anything further. I did not know that there will be two separate closings. Thanks for the information.

From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Wednesday, September 17, 2008 11:32 AM
To: Thomas, Daphne
Cc: Yaun, Michael
Subject: RE: Gulfstream

Daphne,
Sorry for the slowness in responding to your email. I have only received a partial title commitment for the FWC parcel (Schedule A, but no Schedule B-I or B-II). You may have already responded to Mr. Bill, but here are my comments:

1. There are to be two separate closings - Gulstream to IITF and Gulfstream to FWC (due to the pipeline crossing one of the three parcels, which was purchased by FWC with federal grant-in-aid money). The acreage and insurance policy amounts in the IITF and FWC title commitments should equal that in the Gulfstream acquisition.
2. I agree that the BSM approved legal descriptions should be used in both title commitments.
3. I will assume the documents Mr. Bill mentions states he needs to review regarding Gulfstream Natural Gas Company, LLC have been provided. Let me know if that is still open.
4. Schedule B-II - Question if FWC can agree to the deletion of #7 - I do not have the document and could not pull it up on the Palm Beach County website I believe due to the age of the document.
5. Schedule B-II - I assume the concerned restrictive covenants are also not enforceable against FWC. Please clarify that for me.
6. Schedule B-II, #9 - This easement is the former owners' (the ones that conveyed the concerned property to Gulfstream) way to gain a "backdoor" access to their property that I understand is contrary to how our field management wishes

them to access their retained property. I will get with my field management on this one. I do not believe it is an issue as we still restrict them for the FWC owned/managed land that is beyond the concerned property. The question will probably be whether it is worth trying to get Smith and Compton to remove it or just let it remain since they still will not be able to do what they are trying to do. I will let you know.

Thanks. -- Rich

From: Thomas, Daphne [mailto:Daphne.Thomas@dep.state.fl.us]
Sent: Wednesday, September 10, 2008 8:52 AM
To: Mospens, Richard
Subject: Gulfstream

Hi Richard, I'm sorry for the delay in getting these documents to you. On the survey under the certification box # a. Commission needs to be added after the word Conservation. Mr. Bill ask the question as to who used the trail road and if it's a problem for the managing agency? Also on the map in Gov't Lot 6 there are two parts listed as (State of Florida), Mr. Bill noted that this isn't correct. This is one of the parcels that we are acquiring. In the legal description delete the acreage from the legal description all though it can be shown elsewhere on the survey. That's all that is noted on the survey. If you have any questions please feel free to give me a call. Thanks!

Daphne M. Thomas

Land Acquisition Agent

Department of Environmental Protection

Division of State Lands

3900 Commonwealth Blvd. MS 115

Tallahassee, Florida 32399-0300

(850) 245-2669 Ext. 4706 FAX 9850) 245-2719

Daphne.Thomas@dep.state.fl.us

The Department of Environmental Protection values your feedback as a customer. DEP Secretary Michael W. Sole is committed to continuously assessing and improving the level and quality of services provided to you. Please take a few minutes to comment on the quality of service you received. Simply click on this link to the DEP Customer Survey. Thank you in advance for completing the survey.

Mospens, Richard

From: Thomas, Daphne [Daphne.Thomas@dep.state.fl.us]
Sent: Tuesday, July 15, 2008 4:19 PM
To: Mospens, Richard
Cc: Brooks, Mike; Cochran, Gary
Subject: RE: Gulfstream Pipeline Easement - 4.02 Acre (mol) Replacement Land - Corbett WMA

Thank you Rich, I will put this email as well as the letter to be reviewed by legal. Daphne

The Department of Environmental Protection values your feedback as a customer. DEP Secretary Michael W. Sole is committed to continuously assessing and improving the level and quality of services provided to you. Please take a few minutes to comment on the quality of service you received. Simply click on this link to the DEP Customer Survey. Thank you in advance for completing the survey.
From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Tuesday, July 15, 2008 4:15 PM
To: Thomas, Daphne
Cc: Brooks, Mike; Cochran, Gary
Subject: Gulfstream Pipeline Easement - 4.02 Acre (mol) Replacement Land - Corbett WMA

Daphne,
This letter is to confirm the Florida Fish and Wildlife Conservation Commission ("FWC") is committed to being the lead manager for the referenced parcel, which will be an inholding to the WMA. The parcel is to be split between IITF and FWC as mitigation for IITF and FWC granting linear facility easements to Gulfstream Natural Gas System, LLC. FWC's commitment is subject to an acceptable environmental site assessment, title commitment and survey, along any other other due diligence deemed appropriate.

It is our understanding the Division of State Lands ("DSL") presented the proposed acquisition to the Board of Trustees of the Internal Improvement Trust Fund in the form of a negative response, which was "approved" by the passage of the required time.

It is our understanding the due diligence review is underway. FWC needs to be included in DSL's working through the due diligence process.

Please contact me should there be any questions regarding this matter and in working through the due diligence process. Once we have completed the process, FWC, relative to its portion of the proposed transaction, will set a closing date with Gulfstream on the simultaneous issuance of the permanent linear facility easement and the temporary construction easement and the Gulfstream deliverance of the deed to FWC.

With regards,
Rich

Richard C. Mospens
Conservation Land Manager
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600
Gen: (850)488-3831, ext. 17289
Fax: (850)921-7793
Cell: (850)443-2514
richard.mospens@MyFWC.com

Visit MyFWC.com

SAVE

Mospens, Richard

From: Richard Brightman [RichardB@hgslaw.com]
Sent: Friday, June 20, 2008 2:26 PM
To: Mospens, Richard
Subject: RE: W-58-L (3) - Gulfstream Pipeline Easement - Corbett

The $30,000 was derived by Scott Woolam and Bob Ballard in an attempt to at least approximate the current policy of paying fair market value, plus providing 1.5 times the acreage in replacement lands. Based on the appraisals, the 1.5 came out to about $120,000, and the purchase price of the replacement lands was about $90,000. The difference is the $30,000.

The $10,000 to the non-indigenous pet adoption program was suggested by the Chairman of the FWC after the FWC voted to approve, and Gulfstream agreed that $10,000 of the $30,000 could be used for that purpose. It's my understanding that BOT doesn't care how the $30,000 is used, leaving that up to FWC. Gulfstream doesn't really care how FWC uses the $30,000 either.

Hope that helps!

Richard S. Brightman
Hopping Green & Sams, P.A.
P.O. Box 6526
123 S. Calhoun St. (32301)
Tallahassee, FL 32314
850/425-2341 (direct)
850/224-8551 (fax)
email: richardb@hgslaw.com

Assistant: Mandy Smith
850/425-3435 (direct)
850/224-8551 (fax)
email: Mandys@hgslaw.com

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Thank you.

From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Friday, June 20, 2008 1:53 PM
To: Richard Brightman
Subject: RE: W-58-L (3) - Gulfstream Pipeline Easement - Corbett

Richard,
I wanted to confirm with DSL how the $30,000.00 was derived. From the information you provided, $10,000.00 of the $30,000.00 was not a part of the actual FWC Commission approval. You will note that the USFWS approval mentions $20,000.00, which was our best guess at the time as the most we would receive on the matter. Whatever money is received is to be used as program income to Corbett, but the $10,000.00 as you described it would be earmarked for another purpose. -- Rich

---

From: Richard Brightman [mailto:RichardB@hgslaw.com]
Sent: Friday, June 20, 2008 1:44 PM
To: Mospens, Richard
Subject: RE: W-58-L (3) - Gulfstream Pipeline Easement - Corbett

What's the potential issue on the $30,000?

Richard S. Brightman
Hopping Green & Sams, P.A.
P.O. Box 6526
123 S. Calhoun St. (32301)
Tallahassee, FL 32314
850/425-2341 (direct)
850/224-8551 (fax)
email: richardb@hgslaw.com

Assistant: Mandy Smith
850/425-3435 (direct)
850/224-8551 (fax)
email: Mandys@hgslaw.com

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Thank you.

From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Friday, June 20, 2008 1:41 PM
To: Richard Brightman
Cc: Wright, Tom; Brooks, Mike; Cochran, Gary; Thomas, Daphne; Yaun, Michael; Carden, Johnny
Subject: FW: W-58-L (3) - Gulfstream Pipeline Easement - Corbett

Richard,
As requested, here is the electronic version of the USFWS approval letter. I will need Tom Wright's review and acceptance of the letter.

I have talked to Daphne Thomas at DSL and she has the ESA sign-off, but like me, does not have the survey for the two parcels of the replacement land. Likewise, we are waiting on the title commitment.

I have sent a draft of the easements to Michael Yaun for his review. As I advised you, there is a question on the temporary easement legal descriptions for the FWC land that Johnny will address next week.

There remains a potential issue on the $30,000.00 mentioned in the IITF easement on which I am seeking guidance.

I will keep you informed. -- Rich

From: Wayne_Waltz@fws.gov [mailto:Wayne_Waltz@fws.gov]
Sent: Thursday, June 19, 2008 3:16 PM
To: Wright, Tom; Mospens, Richard
Subject: W-58-L (3)

Grant was approved today, approval letter attached, you should get it in the mail early next week.

Mospens, Richard

From: Mospens, Richard
Sent: Tuesday, February 23, 2010 11:22 AM
To: 'Thomas, Daphne'; 'Smith, Robin J.'
Cc: Miralia, Quilla; Schuette, James
Subject: FW: Gulfstream Pipeline - Corbett WMA

Daphne & Bill,
Here is the analysis from Jim Schuette, our area biologist at the J.W. Corbett WMA, which addresses the access issue with Smith and Compton and why we are adamant of their not going to the north and west in exiting from their retained property. Kime has the appraisals for the three easement parcels, but was unable to open an email attachment that is the replacement parcel appraisal. He has a call into Hopping Green for it to be resent. Once we have the appraisals for the easement areas and the replacement land, we can determine if the access reservation was included in the replacement land appraisal and if IITF and FWC is getting at least an equitable deal. -- Rich

From: Schuette, James
Sent: Monday, February 22, 2010 2:28 PM
To: Mospens, Richard
Subject: RE: Gulfstream Pipeline - Corbett WMA

Hello Rich----

I assume they kept an access easement through that property so that they could argue in the future for access to their property through the Dupuis area. This is something they have worked for repeatedly over the years, and a route they have taken illegally on occasion.

It is a trail through cypress that, if not used by them, would revert to natural cypress given it has 2-4 feet of water during the wet season. This would be the way to get the best natural values out of this land proposed for mitigating the effects of linear fascilities....by not maintaining a road across it.

I believe the only reason for them to want to keep this access easement would be to request full access through Dupuis in the future. I have requested something in writing from SFWMD stating they are not supportive of providing and additional, secondary access point to this property, or any of the other Big Mound properties, through Dupuis. Discussions with them about locks, keys, permits, identifying authorized users from unauthorized ones, and the whole gammit of issues FWC has faced with this situation over the years indicate this is not something that could be allowed and maintain the management ability on their property they currently have.

Call me if you have other questions or need other details. As soon as I get the communication from SFWMD I will forward to you.

Best Wishes-

James R. Schuette
My Profile Page

From: Mospens, Richard
Sent: Wednesday, February 10, 2010 9:45 AM

To: Schuette, James
Subject: Gulfstream Pipeline - Corbett WMA

Jim,
Could you please provide me with all details you know relative to Smith and Compton and their desire to traverse to the north and west of their property? Have you talked to Dupuis on the matter? What is their exact stance? Is it in writing? I am trying to bring the Gulfstream matter to a conclusion, but need to know the entire scenario before a decision can be made on how to handle the Smith and Compton road access reservation. Thanks. -- Rich

DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND ACQUISITION SURVEY REVIEW

TO: Daphne Thomas, Land Acquisition Agent
Bureau of Land Acquisition

FROM: Steve Kellogg, PLS Supervisor Signature/Date: 12.9.2010
Bureau of Survey and Mapping

PROJECT NAME: JW Corbett Wildlife Management Area

OWNER'S NAME: Gulfstream Natural Gas System

BSM OFFICE FILE NUMBER: 2067.02

Section 30, Township 41 South, Range 39 East, Palm Beach County

COMMENTS: The donation consists of two parcels containing 3.59 acres and 0.43 acres. The 0.43 acre parcel is being conveyed to the Florida Fish & Wildlife Conservation Commission (FWCC) and the 3.59 acre parcel is being conveyed to the State (BOT).

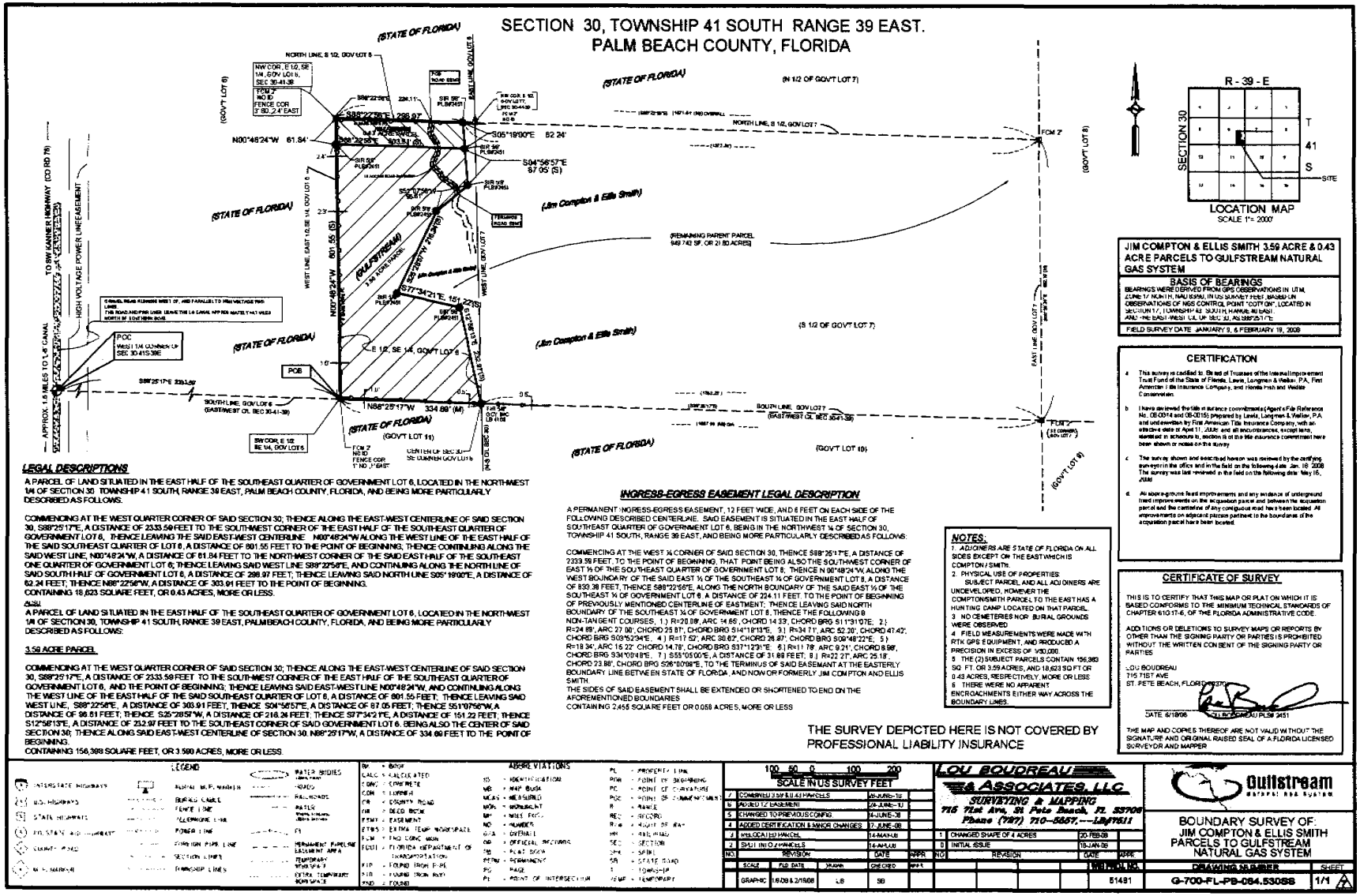
There is a proposed 12' wide ingress/egress easement that will be recorded at closing encumbering 0.04 acres of the BOT parcel and 0.02 acres of the FWCC parcel.

There is a 4' high barb wire fence along the North, West and South boundaries, which is adjacent to FWCC owned and managed lands.

FINAL APPROVED AREA: 3.59 acres +/- (BOT), 0.43 acres +/- (FWCC) Total 4.02 acres +/-

- This property does not appear to be waterfront.
- There are no documents in the public records which provide access to the acquisition parcel that have been provided.
- There is improved access to the acquisition parcel via a 12' woods road.
- A title insurance commitment has been reviewed.
- The survey is acceptable to the Bureau of Survey and Mapping for this donation.
- The legal descriptions dated 7.08.08 have been previously transmitted.

Surveyor: Lou Boudreau, PLS # 2451 Date of survey: May 16, 2008
The Donor provided the survey.



LEGAL DESCRIPTIONS

A PARCEL OF LAND SITUATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF GOVERNMENT LOT 6, LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 30; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 30, S89°25'17"E, A DISTANCE OF 2333.59 FEET TO THE SOUTH-WEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF GOVERNMENT LOT 6, THENCE LEAVING THE SAID EAST-WEST CENTERLINE N00°48'24"W ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SOUTHEAST QUARTER OF LOT 6, A DISTANCE OF 801.55 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE SAID WEST LINE, N00°48'24"W, A DISTANCE OF 61.84 FEET TO THE NORTH-WEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST ONE QUARTER OF GOVERNMENT LOT 6; THENCE LEAVING SAID WEST LINE S88°22'56"E, AND CONTINUING ALONG THE NORTH LINE OF SAID SOUTH HALF OF GOVERNMENT LOT 6, A DISTANCE OF 298.97 FEET; THENCE LEAVING SAID NORTH LINE S05°19'00"E, A DISTANCE OF 62.24 FEET; THENCE N88°22'56"W, A DISTANCE OF 303.91 FEET TO THE POINT OF BEGINNING.
CONTAINING 18,623 SQUARE FEET, OR 0.43 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND SITUATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF GOVERNMENT LOT 6, LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

3.59 ACRE PARCEL

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 30; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 30, S89°25'17"E, A DISTANCE OF 2333.59 FEET TO THE SOUTH-WEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF GOVERNMENT LOT 6, AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST-WEST LINE N00°48'24"W, AND CONTINUING ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SOUTHEAST QUARTER OF LOT 6, A DISTANCE OF 801.55 FEET; THENCE LEAVING SAID WEST LINE, S88°22'56"E, A DISTANCE OF 303.91 FEET, THENCE S04°56'57"E, A DISTANCE OF 87.05 FEET; THENCE S51°07'56"W, A DISTANCE OF 98.81 FEET; THENCE, S25°28'57"W, A DISTANCE OF 216.24 FEET; THENCE S77°34'21"E, A DISTANCE OF 151.22 FEET; THENCE S12°58'13"E, A DISTANCE OF 232.97 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6, BEING ALSO THE CENTER OF SAID SECTION 30; THENCE ALONG SAID EAST-WEST CENTERLINE OF SECTION 30, N88°25'17"W, A DISTANCE OF 334.69 FEET TO THE POINT OF BEGINNING.
CONTAINING 156,369 SQUARE FEET, OR 3.590 ACRES, MORE OR LESS.

INGRESS-EGRESS EASEMENT LEGAL DESCRIPTION

A PERMANENT INGRESS-EGRESS EASEMENT, 12 FEET WIDE, AND 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. SAID EASEMENT IS SITUATED IN THE EAST HALF OF SOUTHEAST QUARTER OF GOVERNMENT LOT 6, BEING IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 39 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30, THENCE S89°25'17"E, A DISTANCE OF 2333.59 FEET, TO THE POINT OF BEGINNING, THAT POINT BEING ALSO THE SOUTH-WEST CORNER OF EAST 1/2 OF THE SOUTHEAST QUARTER OF GOVERNMENT LOT 6, THENCE N 00°48'24"W, ALONG THE WEST BOUNDARY OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF GOVERNMENT LOT 6, A DISTANCE OF 839.38 FEET, THENCE S88°22'56"E, ALONG THE NORTH BOUNDARY OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF GOVERNMENT LOT 6 A DISTANCE OF 224.11 FEET, TO THE POINT OF BEGINNING OF PREVIOUSLY MENTIONED CENTERLINE OF EASTMENT; THENCE LEAVING SAID NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF GOVERNMENT LOT 6, THENCE THE FOLLOWING 8 NON-TANGENT COURSES, 1.) R=20.09', ARC 14.65', CHORD 14.33', CHORD BRG S11°31'07"E, 2.) R=24.89', ARC 27.00', CHORD 25.81', CHORD BRG S14°18'13"E, 3.) R=34.71', ARC 52.20', CHORD 47.42', CHORD BRG S09°52'34"E, 4.) R=17.52', ARC 30.62', CHORD 26.87', CHORD BRG S08°48'22"E, 5.) R=18.94', ARC 16.22', CHORD 14.78', CHORD BRG S31°12'31"E, 6.) R=11.78', ARC 9.21', CHORD 8.98', CHORD BRG S34°00'48"E, 7.) S55°05'00"E, A DISTANCE OF 31.89 FEET, 8.) R=22.27', ARC 25.18', CHORD 23.88', CHORD BRG S26°00'08"E, TO THE TERMINUS OF SAID EASEMANT AT THE EASTERLY BOUNDARY LINE BETWEEN STATE OF FLORIDA, AND NOW OR FORMERLY JIM COMPTON AND ELLIS SMITH.
THE SIDES OF SAID EASEMENT SHALL BE EXTENDED OR SHORTENED TO END ON THE AFOREMENTIONED BOUNDARIES
CONTAINING 2,455 SQUARE FEET OR 0.056 ACRES, MORE OR LESS

NOTES:

1. ADJOINERS ARE STATE OF FLORIDA ON ALL SIDES EXCEPT ON THE EAST WHICH IS COMPTON / SMITH.
2. PHYSICAL USE OF PROPERTIES SUBJECT PARCEL AND ALL ADJOINERS ARE UNDEVELOPED, HOWEVER THE COMPTON/SMITH PARCEL TO THE EAST HAS A HUNTING CAMP LOCATED ON THAT PARCEL.
3. NO CEMETERIES NOR BURIAL GROUNDS WERE OBSERVED.
4. FIELD MEASUREMENTS WERE MADE WITH RTK GPS EQUIPMENT, AND PRODUCED A PRECISION IN EXCESS OF 1/50,000.
5. THE (3) SUBJECT PARCELS CONTAIN 156,369 SQ. FT. OR 3.59 ACRES, AND 18,623 SQ FT OR 0.43 ACRES, RESPECTIVELY, MORE OR LESS
6. THERE WERE NO APPARENT ENCROACHMENTS EITHER WAY ACROSS THE BOUNDARY LINES.

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

JIM COMPTON & ELLIS SMITH 3.59 ACRE & 0.43 ACRE PARCELS TO GULFSTREAM NATURAL GAS SYSTEM

BASIS OF BEARINGS

BEARINGS WERE DERIVED FROM GPS OBSERVATIONS IN UTM, ZONE 17 NORTH, NAD 83(96) IN US SURVEY FEET, BASED ON OBSERVATIONS OF NGS CONTROL POINT "COTTON", LOCATED IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 40 EAST, AND THE EAST-WEST LINE OF SEC. 30, AS S88°25'17"E

FIELD SURVEY DATE JANUARY 5, & FEBRUARY 19, 2008

CERTIFICATION

a. This survey is certified to: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Lewis, Longman & Walker, P.A., First American Title Insurance Company, and Florida Fish and Wildlife Conservation.

b. I have reviewed the title insurance commitment (Agent's File Reference No. 08-0014 and 08-0015) prepared by Lewis, Longman & Walker, P.A. and underwritten by First American Title Insurance Company, with an effective date of April 11, 2008, and all encumbrances, except liens, mentioned in schedule b, sections ii of the title insurance commitment have been shown or noted on the survey.

c. The survey shown and described hereon was reviewed by the certifying surveyor in the office and in the field on the following date: Jan. 18, 2008. The survey was last reviewed in the field on the following date: May 16, 2008.

d. All above-ground fixed improvements and any evidence of underground fixed improvements on the acquisition parcel and between the acquisition parcel and the centerline of any contiguous road have been located. All improvements on adjacent pieces pertinent to the boundaries of the acquisition parcel have been located.

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT ON WHICH IT IS BASED CONFORMS TO THE MINIMUM TECHNICAL STANDARDS OF CHAPTER 61G17-6, OF THE FLORIDA ADMINISTRATIVE CODE.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES

LOU BOUDREAU
715 71ST AVE
ST. PETE BEACH, FLORIDA 33706

DATE 6/18/08 LOU BOUDREAU PLS# 3451

THE MAP AND COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LEGEND

INTERSTATE HIGHWAYS	ALPHA M.P. MARKER
U.S. HIGHWAYS	BURIED CABLE
STATE HIGHWAYS	FENCE LINE
CO. STATE AID HIGHWAY	TELEPHONE LINE
COUNTY ROAD	POWER LINE
M.P. MARKER	FOREIGN PIPE LINE
	SECTION LINES
	TOWNSHIP LINES
	WATER BODIES
	ROADS
	RAILROADS
	WALLS
	PI
	PERMANENT PARCEL EASEMENT AREA
	TEMPORARY WORK SPACE
	EXTRA TEMPORARY WORK SPACE

ABBREVIATIONS

BM	= BENCH			PL	= PROPERTY LINE
CALC	= CALCULATED	SS	= IDENTIFICATION	POB	= POINT OF BEGINNING
CONC	= CONCRETE	MB	= MAP BOOK	PC	= POINT OF CURVATURE
COR	= CORNER	MEAS	= MEASURED	POC	= POINT OF COMMENCEMENT
CR	= COUNTY ROAD	MON	= MONUMENT	R	= RANGE
DB	= DEED BOOK	MP	= MILE POST	REC	= RECORD
EMT	= EASEMENT	NO	= NUMBER	R/W	= RIGHT OF WAY
ETWS	= EXTRA TEMP WORKSPACE	O/A	= OVERALL	HH	= FIRE HYDRANT
FCM	= FND CONC MON	OR	= OFFICIAL RECORDS	SEC	= SECTION
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	PB	= PLAT BOOK	SPK	= SPIKE
		PERM	= PERMANENT	SR	= STATE ROAD
FIP	= FOUND IRON PIPE	PG	= PAGE	T	= TRANSIT
FIR	= FOUND IRON ROD	PI	= POINT OF INTERSECTION	TEMP	= TEMPORARY
FND	= FOUND				

100 50 0 100 200
SCALE IN US SURVEY FEET

NO	REVISION	DATE	APPR
7	COMBINED 3.59 & 0.43 PARCELS	23-JUNE-10	
6	ADDED 12' EASEMENT	24-JUNE-10	
5	CHANGED TO PREVIOUS CONFIG	4-JUNE-08	
4	ADDED CERTIFICATION & MINOR CHANGES	27-JUNE-08	
3	MISLOCATED PARCEL	14-MAY-08	
2	SPLIT INTO 2 PARCELS	14-MAY-08	
1	CHANGED SHAPE OF 4 ACRES	20-FEB-08	
0	INITIAL ISSUE	18-JAN-08	

SCALE	FLD. DATE	DRAWN	CHECKED	APPR	WO NO.
GRAPHIC	1/5/08 & 2/19/08	LB	SB		51491

LOU BOUDREAU & ASSOCIATES, LLC
SURVEYING & MAPPING
715 71st Ave, St Pete Beach, FL 33706
Phone (727) 710-5657, ---LB#7611

Gulfstream Natural Gas System

BOUNDARY SURVEY OF:
JIM COMPTON & ELLIS SMITH
PARCELS TO GULFSTREAM
NATURAL GAS SYSTEM

DRAWING NUMBER: G-700-FL-PB-084.530SS
SHEET: 1/1

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CFN 20080119267
OR BK 22539 PG 1072
RECORDED 03/31/2008 12:39:43
Palm Beach County, Florida
AMT 90,450.00
Doc Stamp 633.50
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1072 - 1073; (2pgs)

Prepared by and return to:
Kenneth W. Dodge

Lewis, Longman & Walker, P.A.
1700 Palm Beach Lakes Blvd. Suite 1000
West Palm Beach, FL 33401
850-222-5702
File Number: **08-0005**
Will Call No.:

Parcel Identification No. **00-39-41-30-00-006-0010**

[Space Above This Line For Recording Data]

Warranty Deed

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

This Indenture made this **27th** day of **March, 2008** between **Ellis Smith and Jimmy C. Compton, as Tenants in Common** whose post office address is **12928 Hwy. 441 SE, Okeechobee, FL 34974** of the County of **Okeechobee**, State of **Florida**, grantor*, and **Gulfstream Natural Gas System, LLC, a Delaware Limited Liability Company** whose post office address is **1905 Intermodal Circle, Palmetto, FL 34221** of the County of **Manatee**, State of **Florida**, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) 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 heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Reserving unto Grantor(s) reasonable access on, over and across the property described herein, as necessary, to access Grantors' adjacent property.

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

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

Witness Name: Kenneth Dodge

Witness Name: Jessica Bollman

Witness Name: Kenneth Dodge

Witness Name: Jessica Bollman

Ellis Smith (Seal)
Ellis Smith

Jimmy C. Compton (Seal)
Jimmy C. Compton

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 27 day of March 2008 by Ellis Smith and Jimmy C. Compton, who [_] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

JESSICA BOLLMAN
MY COMMISSION # DD 677581
EXPIRES: July 9, 2011
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: Jessica Bollman

My Commission Expires:

DoubleTimes

Exhibit A

A PARCEL OF LAND SITUATED IN THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF GOVERNMENT LOT 6, LOCATED IN THE NORTHWEST QUARTER (1/4) OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 39 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 30; THENCE,
ALONG THE EAST-WEST CENTER LINE OF SAID SECTION 30, SOUTH 88 DEGREES 2 MINUTES 17 SECONDS EAST, A DISTANCE OF 2333.59 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF GOVERNMENT LOT 6, AND THE POINT OF BEGINNING; THENCE,

NORTH 00 DEGREES 48 MINUTES 24 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF LOT 6, A DISTANCE OF 6633.38 FEET; THENCE,

SOUTH 88 DEGREES 22 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF THE SAID EAST HALF (1/2), OF THE SOUTHEAST QUARTER (1/4) OF LOT 6, A DISTANCE OF 299.37 FEET, THAT POINT BEING 30.0 FEET WEST OF THE NORTHEAST CORNER OF THE SAID SOUTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF LOT 6; THENCE,

LEAVING SAID NORTH LINE SOUTH 04 DEGREES 56 MINUTES 57 SECONDS EAST, A DISTANCE OF 149.24 FEET; THENCE,

SOUTH 51 DEGREES 07 MINUTES 56 SECONDS WEST, A DISTANCE OF 96.61 FEET; THENCE,

SOUTH 25 DEGREES 28 MINUTES 57 SECONDS EAST, A DISTANCE OF 216.24 FEET; THENCE,

SOUTH 77 DEGREES 35 MINUTES 26 SECONDS EAST, A DISTANCE OF 151.24 FEET; THENCE,

SOUTH 12 DEGREES 58 MINUTES 22 SECONDS EAST, A DISTANCE OF 233.02 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 6; THENCE,

NORTH 88 DEGREES 25 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 334.67 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 00-39-41-30-00-006-0010

File Number: **08-0005**

DoubleTime®

Real Estate Appraisal Report
of

The Ellis Smith and Jimmy C. Compton Property
Located in Township 41, Range 39, Section 30
Palm Beach County, Florida

Prepared For

Gulfstream Natural Gas System, LLC
% Mr. Daniel Fleming
Team Lead - Land
1905 Intermodal Circle
Suite 310
Palmetto, FL 34221

DATE OF VALUATION: January 21, 2008

Calhoun, Collister & Parham, Inc.

Calhoun, Collister & Parham, Inc.
Real Estate Appraisers & Consultants

Jacksonville Office
10151 Deerwood Park Boulevard
Building 200, Suite 250
Jacksonville, Florida 32256-0557
Phone: (904) 764-0200
Toll Free: (800) 280-8140
Fax: (904) 764-4006

Tampa Office
10014 N. Dale Mabry Highway
Suite 201
Tampa, Florida 33618-4426
Phone: (813) 961-8300
Toll Free: (800) 280-8140
Fax: (813) 962-6363

West Palm Beach Office
777 South Flagler Drive
Suite 800 -- West Tower
West Palm Beach, FL 33401
Phone: (561) 909-3176
Toll Free: (800) 280-8140
Fax: (561) 909-3177

January 23, 2008

Gulfstream Natural Gas System, LLC
% Mr. Daniel Fleming
Team Lead -- Land
1905 Intermodal Circle, Suite 310
Palmetto, FL 34221

Re:	Project	:	Gulfstream Natural Gas Pipeline - Phase 3
	Property	:	4.0 acre abbreviated parent tract
	County	:	Palm Beach County
	Owner	:	Ellis Smith and Jimmy C. Compton

Dear Mr. Fleming:

As requested, I have appraised the above referenced property. As you are aware, the abbreviated parent tract is being acquired by the client for possible donation to the State of Florida. The purpose of this appraisal report is to estimate the market value of the abbreviated parent tract. The function of this report is understood to be for use regarding the land acquisition and possible donation from Gulfstream Natural Gas System, LLC to the State of Florida.

The format of this appraisal report is summary, in that the findings and conclusions are summarized herein. Supporting documentation and additional data are contained in the Addenda to this appraisal report and within the appraisal file, which is incorporated herein by reference.

Based upon the data and conclusions presented within this appraisal report, my estimate of market value of the abbreviated parent tract, as of January 21, 2008, is:

$40,000
FORTY THOUSAND DOLLARS

Calhoun, Collister & Parham, Inc.

Jess E. Collister, MAI
State-Certified General
Real Estate Appraiser
No. 0002049

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Land Sales 00
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GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated. The legal description is assumed to be correct for the purposes of this report.

2. The property has been appraised as free and clear, unencumbered by mortgages, liens, delinquent taxes, assessments, special or unusual deed conditions or restrictions, but subject to zoning regulations.

3. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

4. It is assumed there are no hidden or unapparent conditions of the property, subsoil, or structures. The appraiser(s) assumes no liability for any hidden or unapparent conditions of the property. No responsibility is assumed for such conditions, or for arranging for engineering studies that may be required to discover them.

5. Unless otherwise noted within the body of this appraisal report, it is assumed there are no mineral or sub-surface rights of value involved with the subject property, nor are there any air or development rights of value that may be utilized or transferred.

6. It is assumed any maps and plans provided are accurate, unless otherwise noted.

7. Possession of this report, or a copy thereof, does not carry with it the right of publication.

8. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

9. This report is based on the best data available. If additional facts and/or data become available subsequent to the report date, the appraiser reserves the right to make adjustments and to update the value estimate as contained in this report.

EXTRAORDINARY ASSUMPTIONS

1. The purpose of this appraisal is to estimate the market value of the abbreviated parent tract which is currently under contract by Gulfstream Natural Gas System, LLC. We have not conducted a physical inspection of the subject property. Our description of the subject property is based on public records information, aerial photographs, and other data provided by the client.

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Date of Report:	January 23, 2008
Report Type:	Summary
Location:	The subject is located in Township 41, Range 39, Section 30, in the J.W. Corbett Wildlife Management Area, in Palm Beach County.
Owner:	Ellis Smith and Jimmy C. Compton
Tax I.D. No.:	00-39-41-30-00-006-0010
Property Rights Appraised:	Fee simple
Site Data:	The larger tract contains approximately 25.39 acres. However, we have been instructed to appraise an abbreviated parent tract consisting of 4.00 acres (174,240 square feet).
Improvement Data:	The abbreviated parent tract consists of raw land. The larger tract has one main structure with a kitchen and two separate building which are used for lodging. These improvements are not being valued since they are not part of the abbreviated parent tract.
Future Land Use:	Conservation, Palm Beach County
Zoning:	PC (Preservation Conservation), Palm Beach County
Date of Valuation:	January 21, 2008
Market Value of Donation:	**$40,000**

IMPORTANT DEFINITIONS

Appraisal (noun) is the act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.[1]

Client is the party or parties who engage an appraiser (by employment or contract) in a specific assignment.[2]

Easement is an interest in real property that conveys use, but not ownership, of a portion of an owner's Property.[3]

Extraordinary Assumption is an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.[4]

Fee Simple is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[5]

Highest and Best Use (in appraising real property) is the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value.[6]

Hypothetical Condition is that which is contrary to what exists but is supposed for the purpose of analysis.[7]

Intended Use is the use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment.[8]

Intended User is the client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.[9]

Jurisdictional Exception is an assignment condition that voids the force of a part or parts of USPAP, when compliance with part or parts of USPAP is contrary to law or public policy applicable to the assignment.[10]

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[1] *Uniform Standards of Professional Appraisal Practice, 2008-2009 Edition, Published by The Appraisal Foundation, Page U-1.*
[2] *Ibid, Page U-2.*
[3] *The Dictionary of Real Estate Appraisal, 4th Edition, Published by the Appraisal Institute, Page 90.*
[4] *Uniform Standards of Professional Appraisal Practice, 2008-2009 Edition, Published by The Appraisal Institute, Page U-3.*
[5] *The Appraisal of Real Estate, 12th Edition, Published by the Appraisal Institute, Page 68.*
[6] *Ibid, Page 305.*
[7] *Uniform Standards of Professional Appraisal Practice, 2008-2009 Edition, Published by The Appraisal Foundation, Page U-3.*
[8] *Ibid.*
[9] *Ibid.*
[10] *Ibid.*

Larger Parcel (in condemnation) is the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.[11] The larger parcel is sometimes referred to as the "parent tract." In Florida, the term "parent tract" is most often used in the appraisal process.

Leased Fee Interest is a lessor's, or landlord's, interest specified rights that include the right of use and occupancy conveyed by lease to others. A landlord holds the rights of the lessor (the leased fee owner) and the lessee (leaseholder) are specified by contract terms contained within the lease.[12]

Market Value is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[13]

Restricted Use Appraisal Report is one of three appraisal reports options allowed under Standards Rule 2-2, 8-2, or 10-2. A restricted use appraisal report is for the client's use only, and contains brief statements of information significant to the solution of the appraisal problem.[14]

Scope of Work is the type and extent of research and analyses in an assignment.[15]

Self-Contained Appraisal Report is one of three appraisal reports options allowed under Standards Rule 2-2 or 8-2. A self-contained appraisal report sets forth the data considered, the appraisal procedures followed, and the reasoning employed in the appraisal, addressing each item in the depth and detail required by its significance to the appraisal and providing sufficient information so that the client and the users of the report will understand the appraisal and not be misled or confused.[16]

[11] *The Dictionary of Real Estate Appraisal, 4th Edition, Published by the Appraisal Institute, Page 160.*
[12] *The Appraisal of Real Estate, 12th Edition, Published by the Appraisal Institute, Page 81.*
[13] *Uniform Standards of Professional Appraisal Practice Advisory Opinion, 2008-2009 Edition, Published by The Appraisal Foundation, Page A-76.*
[14] *The Dictionary of Real Estate Appraisal, 4th Edition, Published by the Appraisal Institute, Page 247.*
[15] *Uniform Standards of Professional Appraisal Practice, 2008-2009 Edition, Published by The Appraisal Foundation, Page U-4.*
[16] *The Dictionary of Real Estate Appraisal, 4th Edition, Published by the Appraisal Institute, Page 261.*

Summary Appraisal Report is one of three appraisal reports options allowed under Standards Rule 2-2 or 8-2. A summary appraisal report contains a summary of all information significant to the solution of the appraisal problem.[17] The essential difference between a self-contained appraisal report and a summary appraisal report is the level of detail of presentation.[18]

Workfile is documentation necessary to support an appraiser's analyses, opinions, and conclusions.[19]

[17] *Ibid, Page 281.*
[18] *Ibid, Page 282.*
[19] *Uniform Standards of Professional Appraisal Practice, 2008-2009 Edition, Published by The Appraisal Foundation, Page U-5.*

IDENTITY OF CLIENT

This appraisal report has been prepared for Gulfstream Natural Gas System, LLC, which is represented by Gordon H. Harris, Attorney at Law with Harris, Harris, Bauerle & Sharma.

INTENDED USERS

The intended users of this report are Gulfstream and their representatives.

INTENDED USE

The intended use of this appraisal is to serve as an expert opinion for the Gulfstream Natural Gas System, LLC acquisition of the abbreviated parent tract which is intended to be donated to the State of Florida.

PURPOSE

The purpose of this appraisal is to estimate the market value of the abbreviated parent tract as defined herein.

DATE OF REPORT

The date of this report is January 23, 2008.

DATE OF VALUE

The date of value is January 21, 2008.

PROPERTY RIGHTS APPRAISED

The property rights or interest to be appraised is the undivided fee simple interest as if free and clear of all liens, mortgages, encumbrances, and/or encroachments, unless otherwise provided for herein.

Note

LEGAL DESCRIPTION

Please refer to the Addenda for a copy of the parent parcel's legal description.

Doesn't match that which DEP + FNC are to receive ?

SCOPE OF WORK

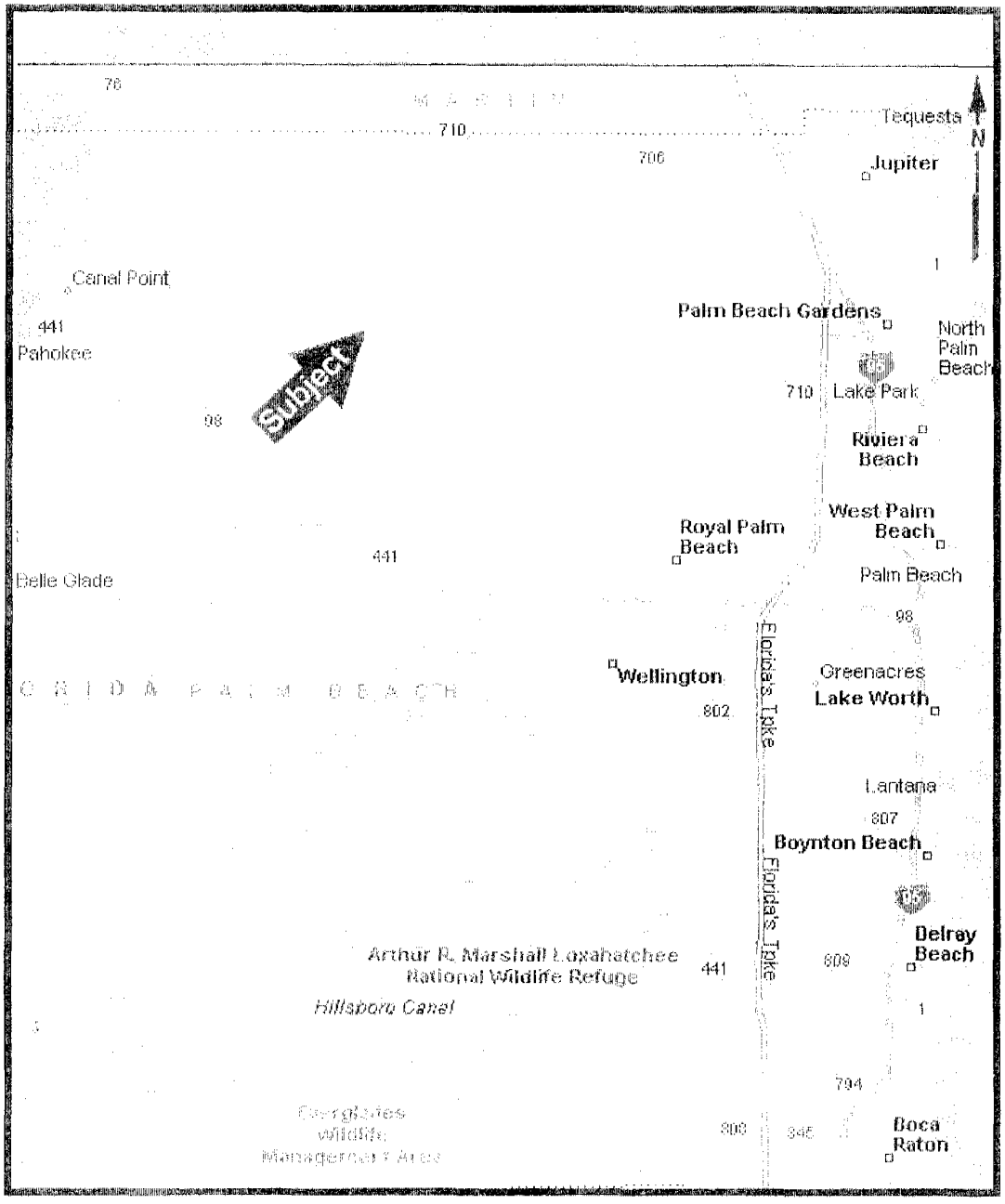
The scope of work performed in completing this appraisal includes:

- the identification of the subject property;
- research into physical and economic factors influencing property values in the market area;
- research of the subject parent tract;
- consultation with other experts;
- highest and best use analysis of the subject property, taking into consideration development trends in the area;
- extensive data research including verification of all sales data with persons knowledgeable of the details and intricacies of each sales transaction; and
- research project specifications, maps and other documents provided by Gulfstream Natural Gas System, LLC

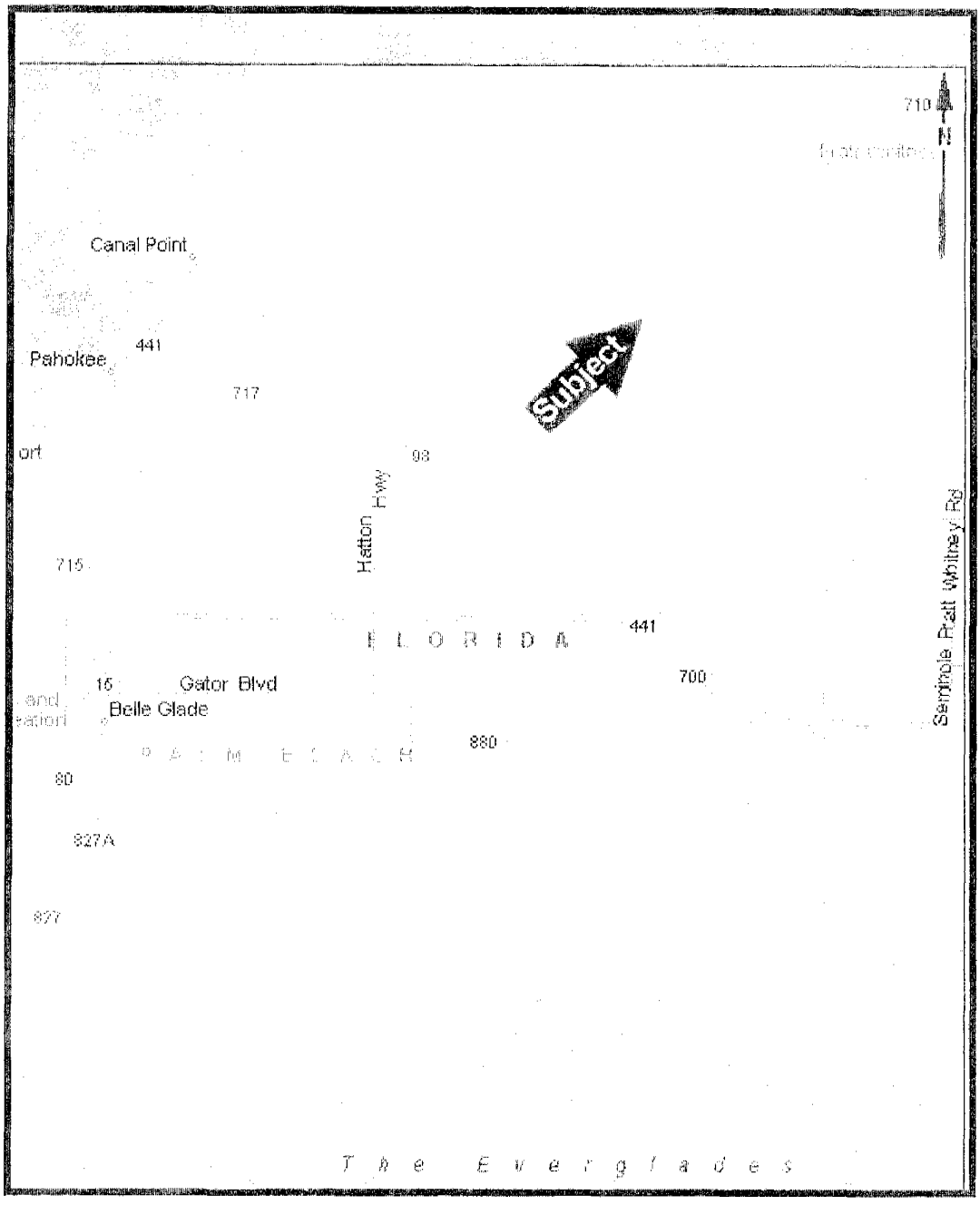
This Summary Appraisal report includes findings, analysis of data, and the basis for our conclusions. As a Summary Appraisal, this report does not contain all of the physical supporting data required in a Self-Contained Appraisal report. Part of the supporting data analyzed in the appraisal process has been included in the Addenda to this appraisal report, while additional data and other material is contained in the appraisal work files, which are incorporated herein by reference.

OWNERSHIP AND SALES HISTORY

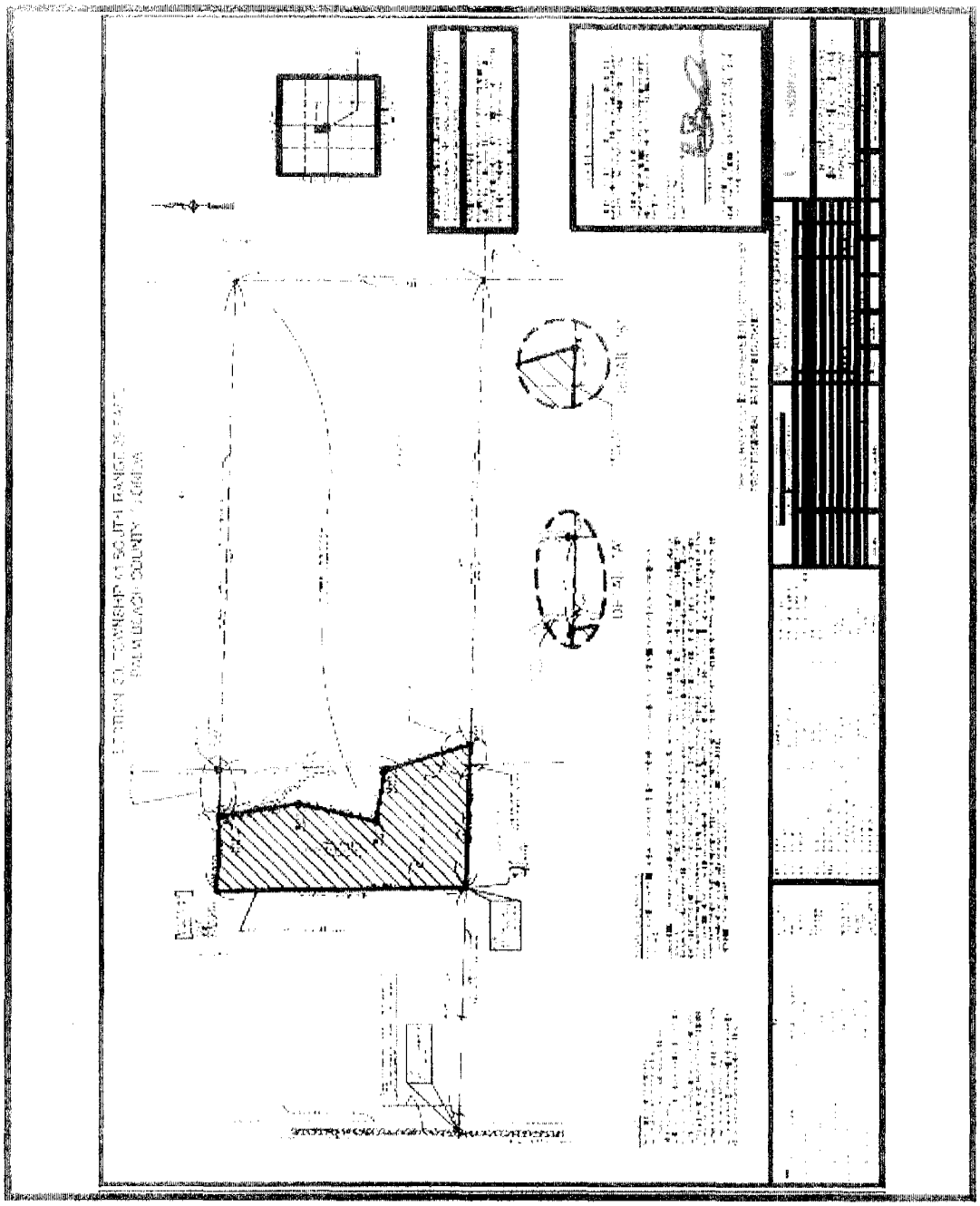
A search of the public records of Palm Beach County, Florida, indicates there have been no arm's length transactions within the last three years. The abbreviated parent tract is currently under contract by the client for a purchase price of $90,000. The purchase price equates to $22,500 per acre which appears to be above-market value based on the concluded value of $10,000 per acre in this appraisal report.



LOCATION MAP



LOCATION MAP



Need to verify acres in accounting

SKETCH OF LAND ACQUISITION/DONATION AREA

Can't Read

LEGAL DESCRIPTION OF LAND ACQUISITION/DONATION AREA

AERIAL

PROPERTY DESCRIPTION

Location

The subject is located in Township 41, Range 39, Section 30, in the J.W. Corbett Wildlife Management Area, in Palm Beach County, Florida.

Street/Roads

The parent tract is accessed from various access easements.

Land

The overall parent tract consists of a rectangular-shaped site which contains 25.39 acres, or 1,106,112 square feet. The abbreviated parent tract to be valued herein consists of 4.00 acres (174,240 square feet).

Ingress/Egress

Access to the parent tract is currently provided by various access easements.

Easements/Encroachments

Although title work was not provided, a review of public records indicates there are no easements or encumbrances that would have an adverse impact on the development potential of the site.

Utilities

Well and septic tank systems are common in this area.

Improvements

There are no improvements located on the abbreviated parent tract.

ZONING/FUTURE LAND USE

Zoning: PC, Preservation Conservation District; Palm Beach County

Future Land Use: Conservation; Palm Beach County

The PC zoning and Conservation future land use classifications are intended to apply to those areas designated for conservation. Possible uses include various agricultural uses (as permitted by SFWMD), parks, cell towers, camp grounds, and other limited passive uses. According to the Palm Beach County Unified Land Development Code:

> *The PC district is to protect lands that provide habitats for endangered species of wildlife, fish, or flora, that are important habitats for the production of fish and wildlife, or that are sites of historical or archaeological significance.*

APPRAISAL METHODOLOGY

The cost, sales comparison and income approaches are the three traditional approaches to value. Each approach is briefly discussed with an explanation of the particular approach. At the end of this section, there is a discussion of the relevance of each approach relative to this valuation assignment.

Cost Approach

The cost approach is an indication of value which combines the value of the land under the highest and best use, plus the depreciation replacement or reproduction cost of the improvements. Depreciation is the loss in value due to wear and tear, design and plan or market area influences. The cost approach is based upon the principle of substitution, which holds that a purchaser would most likely not pay more for a property than the cost of obtaining an equally desirable substitute site, plus the cost of replacing equally desirable and useful improvements thereon, assuming no costly delay is involved in making the substitution.

Sales Comparison Approach

The sales comparison approach, or market approach, is a method of estimating value whereby the subject property is compared with similar properties that have sold recently. The information on comparable properties is used and comparisons are made to demonstrate a probable price at which the subject property would be sold if offered on the market.

Preferably, all properties are in the same area or in similar market areas. The sales comparison approach is a systematic procedure reflecting a comparative analysis of other properties to the subject property. The similarities and dissimilarities of each comparable sale area considered and weighed in comparison to the subject.

The comparisons are generally analyzed by establishing market-oriented relevant units of comparison (e.g., acre, square foot, front foot, multipliers) to develop a comparative analysis for each property. The most market-oriented unit of comparison is used to reconcile to a single value indication. The land valuation is based on the sales comparison approach and is discussed in the Land Value section of the report.

Income Approach

In the income approach, the projected or current rental income for the property is shown with deductions for vacancy and collection losses and expenses. The estimated net operating income of the property is calculated. To support this net income estimate, operating statements of previous years and comparable properties may be reviewed along with available operating expense estimates. The applicable capitalization method and appropriate overall capitalization rates are developed and used in computations to lead to an indication of value.

Reconciliation

The abbreviated parent tract consists of vacant land. The sales comparison approach is the typical method used in the marketplace to value vacant land similar to the subject. Therefore, the sales comparison approach is utilized to estimate the market value of the abbreviated parent tract.

LAND VALUE

In estimating the land value, land sales have been researched and analyzed in Palm Beach county Below are the current land sales that are considered most comparable to the subject property. A description of each sale is included in the Addenda to this appraisal report. In the analysis of the land sales, the price per acre will be utilized as the unit of comparison.

Presentation of Land Sales

The following grid summarizes those land sales used to estimate the value of the subject property. The grid indicates the sale number, date of sale, sale price, gross area of the property and the price paid per gross acre. A complete write-up of each sale is located in the Addenda of the report.

Sale No.	Sale Date	Price	Size/Ac.	Price/Ac.
GS-PB-5	06/28/2006	$ 1,177,560	156.97	$ 7,502
GS-PB-10	08/22/2006	$ 16,650	1.11	$ 15,000
GS-PB-11	08/16/2006	$ 66,600	4.44	$ 15,000
GS-PB-12	11/18/2005	$ 430,000	43.00	$ 10,000
GS-PB-13	09/12/2005	$ 240,480	20.04	$ 12,000
GS-PB-18	10/31/2007	$ 60,000	2.00	$ 20,000*

* Adjusted for deduction in improvement value

Conclusion

The sales presented range in size from approximately 2.00 to 156.97 acres, compared to the 4.00 acre abbreviated parent tract. The highest and best use of the sale properties and the subject property is for agricultural, conservation, and/or recreational use. The unit prices range from $7,502 to $30,000 per acre.

The appraiser has considered the date associated with each of the sale properties and the differences between those properties and the subject property. The conclusion of the unit land value for the abbreviated parent tract area is $10,000 per acre, or $40,000, summarized as follows:

$10,000/Acre x 4.00 Acres = $ 40,000

RECONCILIATION

Cost Approach	N/A
Sales Comparison Approach	$ 40,000
Income Capitalization Approach	N/A

The sales comparison approach is the method considered applicable in valuing the abbreviated parent tract. Therefore, the market value of the abbreviated parent tract, as of January 21, 2008 is:

FORTY THOUSAND DOLLARS
($40,000)

CERTIFICATE OF APPRAISAL

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice.*
- We have made an inspection of the property that is the subject of this report.
- The values reported herein do not include the valuation of mineral leases, unless expressly stated in the body of the report. The appraisers will value such leases only upon instruction to do so, as they are a separate consideration.
- The values reported herein assume no environmental contamination problems, unless otherwise noted in the appraisal report.
- The undersigned has received professional real property appraisal assistance from Brett A. Meyers, State Registered Trainee Real Estate Appraiser, No. 0020883, State of Florida, who assisted with sales research, verification, sale data sheets, exhibits, and report preparation. He is the only individual, other than the co-signer, who worked specifically with the undersigned on this appraisal, but other associates may have provided pertinent information when gathering data relating to various assignments. This does not include any other professional assistance involving other disciplines, which are summarized under the "Description of Work Process" portion of the report

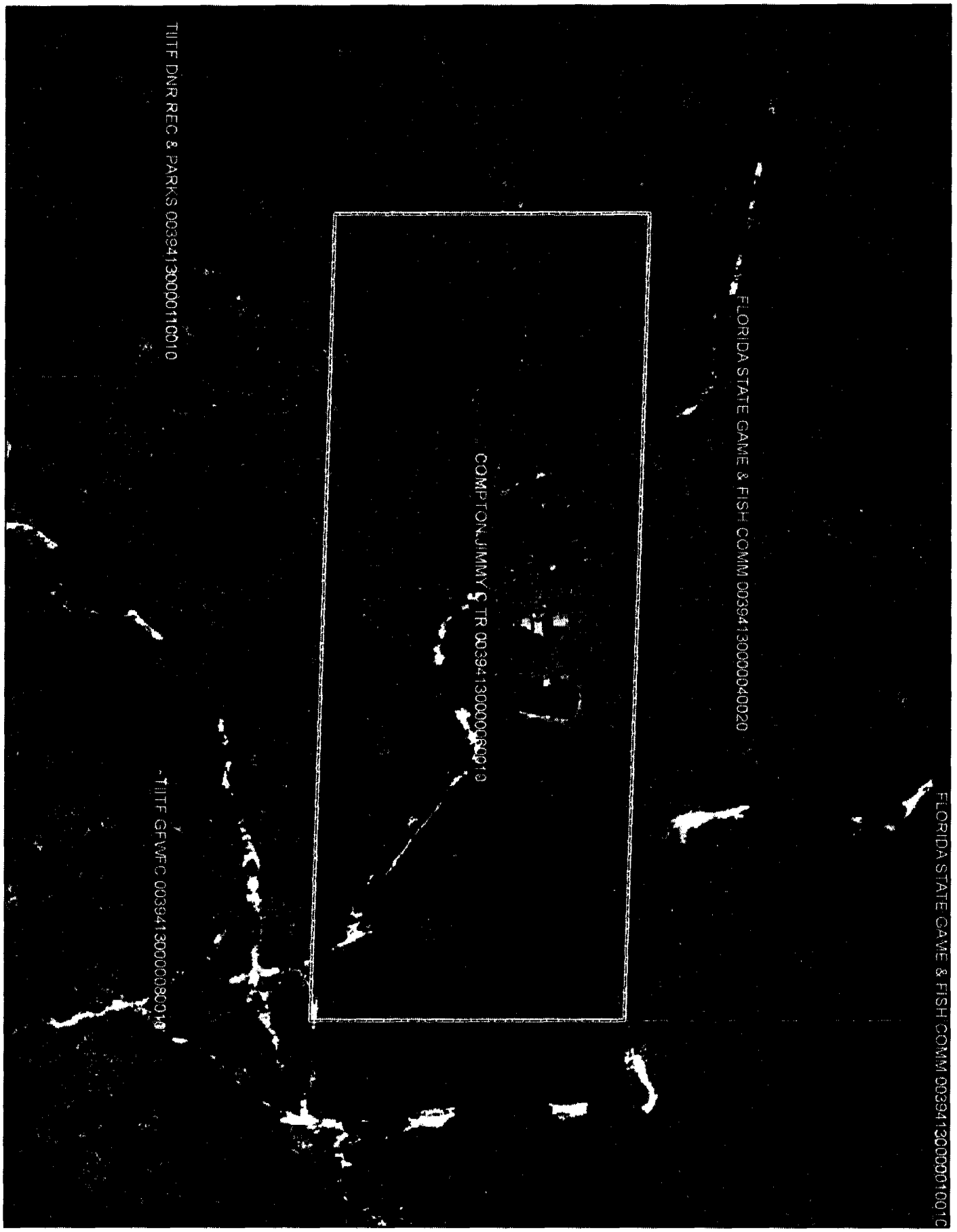
Certificate of Appraisal (Continued)

- As of the date of this report, Jess E. Collister, MAI, State Certified General Real Estate Appraiser No. 0002049, has completed the requirements of the continuing education program of the Appraisal Institute.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the *Uniform Standards of Professional Appraisal Practice.*

Jess E. Collister, MAI
State-Certified General
Real Estate Appraiser
No. 0002049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PREPARED BY & RETURN TO:
KENNETH B. CRENSHAW, ESQ.
THE CRENSHAW LAW FIRM, P.A.
3175 SOUTH CONGRESS AVENUE
SUITE 301
PALM SPRINGS, FLORIDA 33461

THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS $_____, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

THIS MORTGAGE DEED, made and executed the 16th day of April, 2001, by **JIMMY C. COMPTON**, a married person, and **ELLIS W. SMITH**, a married person, whose address is 2422 North Military Trail, West Palm Beach, Florida 33409, hereinafter called the Mortgagor, which term shall include the heirs, legal representatives, successors and assigns of the said Mortgagor wherever the context so requires or admits, to

ROCKING A. CORP, c/o ARTHUR C. HEUBLEIN, 2674 S.E Ranch Acres, Jupiter, Florida 33478, hereinafter called the Mortgagee, which term shall include the heirs, legal representatives, successors and assigns of the said Mortgagee wherever the context so requires or admits.

WITNESSETH: That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee, his heirs, successors and assigns, all the certain piece, parcel or tract of land, of which the said Mortgagor is now seized and possessed and in actual possession, situate in the County of Palm Beach, State of Florida, described as follows:

The East 1/2 of the SE 1/4 of Government Lot 6, and the South 1/2 of Government Lot 7, Section 30, Township 41 S, Range 39 E, Palm Beach county, Florida - Subject to reservations in favor of the Everglades Drainage District, as shown in Deed Book 806, Page 315, and to reservations in favor of the Trustees of the Internal Improvement Fund as shown in Deed Book 807, Page 373, Public Records of Palm Beach County, Florida.

This is a true copy

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title interest, property, possession, claim and demand whatsoever as well in law as in equity of the said Mortgagors in and to the same and every part and parcel thereof unto the said Mortgagee, and his heirs, successors and assigns, in fee simple.

And said Mortgagor, for himself, and his heirs, legal representatives, successors and assigns, hereby covenants with said Mortgagee, his heirs, legal representatives, successors and assigns, that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for said Mortgagee, his heirs, legal representatives, successors and assigns, at all time peaceably and quietly to enter upon, hold, occupy and enjoy said land and every part thereof; that said land is free from all encumbrances; that said Mortgagor, his heirs, legal representatives, successors and assigns, will make such further assurances to perfect the fee simple title to said land in said Mortgagee, his heirs, legal representatives, successors and assigns, as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if said Mortgagors shall pay unto the said Mortgagee the certain promissory note, of which the following words and figures is a true copy, to wit:

SEE PROMISSORY NOTE ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

and shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

It is understood that each of the words, "note," "mortgagor"

Unofficial Copy

and "mortgagee" respectively and the pronouns referring thereto, whether in the singular or plural anywhere in this mortgage, shall be singular if one only and shall be plural jointly and severally, if more than one, and shall be masculine, feminine and/or neuter, wherever the context so implies or admits.

And said Mortgagors for themselves and their heirs, legal representatives, successors and assigns, hereby covenant and agree to and with said Mortgagee, his legal representatives, successors and assigns:

1. To pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of said promissory note, and this mortgage, each and every, promptly on the days respectively the same severally become due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on said described property, and/or that hereafter may be imposed, suffered, placed, levied or assessed thereupon, and/or that hereafter may be levied or assessed upon this mortgage and/or the indebtedness secured hereby, each and every when due and payable according to law, before they become delinquent, and before any interest attaches or any penalty is incurred; and in so far as any thereof is of record the same shall be promptly satisfied and discharged of record and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of said Mortgagee within ten days next after payment; and in the event that any thereof without waiving or affecting any option, lien, equity or right under or by virtue of this mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of twelve per centum per annum and together with such interest shall be accrued by the lien of this mortgage.

3. To place and continuously keep on the buildings now or hereafter situate on said land fire and windstorm insurance in the usual standard policy form, in a sum not less than the highest insurable value, in such company or companies as may be approved by said Mortgagee; and all such insurance policies on any of said buildings any interest therein or part thereof, in the aggregate sum aforesaid or in excess thereof, shall contain the usual standard mortgagee clause making the loss under said policies, each and every, payable to said Mortgagee as his interest may appear, and each and every such policy shall be promptly delivered to and held by said Mortgagee; and, not less than ten days in advance of the expiration of each policy, to deliver to said Mortgagee a renewal thereof, together with a receipt for the premium of such renewal; and there shall be no such insurance

placed on any of said buildings any interest therein or part thereof, unless in the form and with the loss payable as aforesaid; and in the event any sum of money becomes payable under such policy or policies said Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit said Mortgagors to receive and use it or any part thereof for other purposes without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage; and in the event said Mortgagor shall for any reason fail to keep the said premises so insured, or fail to deliver promptly and of said policies of insurance to said Mortgagee, or fail promptly to pay fully any premium therefor, or in any respect fail to perform, discharge, execute, effect, complete, comply with and abide by this covenant, or any part hereof, said Mortgagee may place and pay for such insurance or any part thereof without waiving or affecting any option, lien, equity or right under or by virtue of this mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of twelve per centum per annum and together with such interest shall be secured by the lien of this mortgage.

4. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

5. To pay all and singular costs, charges and expense, including reasonable lawyer's fees and cost of abstracts of title, incurred or paid at any time by said Mortgagee because and/or in the event of the failure on the part of the said Mortgagor to duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note, and this mortgage, any or either, and said costs, charges and expenses, each and every, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending; and the full amount of each and every such payment shall bear interest from the date thereof until paid at the rate of twelve per centum per annum; and all said costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this mortgage.

6. It is specifically understood, covenanted and agreed, anything herein to the contrary notwithstanding, that in the event of any transfer or conveyance, or attempted transfer or conveyance of Mortgagors' interest in equity in and to the above described encumbered premises, voluntary or involuntary or by operation of law, the then remaining sums due Mortgagee under this mortgage and promissory note secured hereby, shall, at the option of Mortgagee, become due and payable in full, unless Mortgagee shall first consent, in writing, to any such transfer or conveyance.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than fifteen (15) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

7. That (a) in the event of any breach of the mortgage or default on the part of the Mortgagor, or (b) in the event any of said sums of money herein referred to be not promptly and fully paid within thirty days next after the same severally becomes due and payable, without demand or notice, or (c) in the event each and every one of the stipulations, agreements, conditions and covenants of said promissory note and the mortgage, any or either are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, then, in either or any such event, the said aggregate sum mentioned in said promissory note then remaining unpaid, with interest accrued, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said promissory note, and/or in this mortgage to the contrary notwithstanding; and thereupon or thereafter at the option of said Mortgagee, without notice or demand, suit at law or in equity, theretofore, or thereafter begun, may be prosecuted as if all moneys secured hereby had matured prior to its institution.

8. That in the event that at the beginning of or at any time pending any suit upon this mortgage, or to foreclose it, or to reform it, and/or to enforce payment of any claims hereunder, said Mortgagee shall apply to the court having jurisdiction thereof for the appointment of a receiver, such court shall forthwith appoint a Receiver of said mortgaged property all and singular, including all and singular the rents, income, profits, issues and revenues from whatever source derived, each and every of which it being expressly understood, is hereby mortgaged as if specifically set forth and described in the granting and habendum clauses hereof, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a Court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagors and/or of the defendants, and that such rents, profits, income, issues and revenues shall be applied by such Receiver according to the lien and/or equity of said Mortgagee and the practice of such court.

IN WITNESS WHEREOF, the said mortgagor has executed this mortgage under seal on the day and year herein first above written.

THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS $_____, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed and delivered in the presence of:

Name: KENNETH B. CREENSHAW

Name: Sue Harris

JIMMY C. COMPTON (SEAL)

ELLIS W. SMITH (SEAL)

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH :

Before me personally appeared JIMMY C. COMPTON and ELLIS W. SMITH, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same for the purposes therein expressed, and they are personally known to me, or they produced their driver's licenses as identification and did take an oath.

WITNESS my hand and official seal this 16 day of April, 2001.

Edrie Sue Harris
Notary Public - State of Florida
NAME:
My commission expires:
Notary Commission No:

EDRIE SUE HARRIS
MY COMMISSION # CC 707582
EXPIRES: January 12, 2002
Bonded Thru Notary Public Underwriters

This is a true and correct copy

JUN-08-1990 12:00pm 90-165548

ORB 6479 Pg 1088

Con 10,000.00 Doc 55.00
JOHN B DUNKLE, CLERK - PB COUNTY, FL

This Document Has Been Enhanced

SPECIAL WARRANTY DEED

This Special Warranty Deed, made this 31st day of March, 1989 by ROCKING A. CORP. a Florida Corporation, hereinafter called the "Grantor", to ELLIS W. SMITH whose post office address is 2340 OKLAHOMA ST WEST PALM BEACH FL, hereinafter called the "Grantee".

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargin, sell, alien, remise, release, convey and confirm unto the Grantee, an undivided one-fifth (1/5) fee simple interest in and to all that certain land situated in Palm Beach County, Florida, more particularly described as follows:

The East ½ of the SE ¼ of government Lot 6, and the South ½ of government Lot 7, Section 30, Township 41 S, Range 39 E, Palm Beach County, Florida - Subject to reservations in favor of the Everglades Drainage Dist. as shown in Deed Book 806, Page 315, and to reservations in favor of the Trustees of the Internal Improvement Fund as shown in Deed Book 807, at Page 373, and to taxes subsequent to 1988.

Prepared by:
KENNETH B. CRENSHAW, ATTORNEY
SUITE 301
3175 S. CONGRESS AVENUE
PALM SPRINGS, FL 33461

PROMISSORY NOTE

$ 10,000.00

Palm Springs, Florida
Date: April 16, 2001

FOR VALUE RECEIVED, the undersigned, promises to pay to the order of ROCKING A. CORP. the sum of Ten Thousand and no/100 ($10,000.00) Dollars, together with interest thereon at the rate of Seven (7.00%) percent per annum, said principal and interest to be payable in the following manner:

Thirty-Six (36) equal, consecutive monthly installments of $200.00 per month commencing on the 1st day of May, 2001, and continuing thereafter on the 14th day of each succeeding month until April 1, 2004, at which time the then outstanding balance, together with any accrued and unpaid interest shall at once be due and payable in full.

Each installment payment shall be credited first to the interest then due, and the remainder to the reduction of principal.

If default be made in the payment of any installment under this note and if such default is not made good within 15 days of the due date of that installment, the entire principal sum and accrued interest shall at once become due and payable at the option of the Holder of this note without notice to Maker, their successors or assigns. Any default in payment shall bear interest at the highest rate allowable by law. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent defaults.

In the event of default in the payment of this note and if the same is collected by an attorney, the undersigned agree to pay all costs of collection, including reasonable attorney's fees, and on appeal. The drawers, guarantors and endorsers severally waive presentment, protest, notice of protest and notice of dishonor.

This promissory note is secured by a purchase money mortgage of even date (the terms and conditions of which are adopted herein by reference), and shall be construed and enforced according to the laws of the State of Florida.

Jimmy C. Compton (SEAL)
JIMMY C. COMPTON

EXHIBIT "A"

SUBJECT TO easements, restrictions, rights of way of public record, zoning laws, ordinances and applicable regulations of governmental authorities, and real property taxes subsequent to December 31, 1989.

FURTHER SUBJECT TO the following restrictive covenants, each of which shall be a covenant running with the land hereby conveyed, and shall inure to the benefit of and be enforceable by the Grantor, its legal representatives and assigns, and by each owner or owners of record of any interest in the above described land, and shall be binding upon the Grantee herein, his heirs, legal representatives and assigns:

1. Grantees Interest: The Grantees aforesaid one-fifth (1/5) interest in the above land shall not be divisible nor may a Grantee assign or convey a co-ownership interest in said land interest without first obtaining the written consent of the Grantor.

2. Campsite: The Grantee herein shall be entitled to one campsite on the above described land; the location of such campsite shall be designated by the Grantor within 30 days of the date of recording this Special Warranty Deed in the Public Records of Palm Beach County, Florida; and such campsite shall consist of an area of not less than one acre nor more than three acres in total area.

3. Campsite Structures: To insure the development of the above described land and campsite conveyed by this deed as a hunting camp of the highest standards, the Grantor reserves the right and power to control the design, heights, and location of the buildings, structures, and other improvements placed on the designated campsite conveyed to the Grantee by this deed. Refusal of approval of plans and specifications of any proposed building, structure or improvement by the Grantor may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Grantor shall be deemed sufficient. Upon the dissolution of the Grantor or when the Grantor nolonger owns a fee title interest

in any of the above described land, the then owners of the fee title shall succeed to all the rights, duties, and powers of the Grantor with respect to the approval of plans and specifications of all proposed improvements on the above described land as herein above setforth.

4. Use of Campsite: The campsite and any of the above described land shall only be used and occupied by the Grantee, members of his family and guests when the Grantee is present or when another owner of an interest in the above described land is present. The use of the campsite shall not at anytime be let or leased to any person.

5. Taxes and Insurance: Grantee shall pay one-fifth (1/5) of all the real and personal property taxes assessed and levied on the above described land each year subsequent to December 31, 1989 on or before November 30th of the calander year for which such taxes are levied.

The Grantee shall maintain with the other property owners liability insurance in an amount to be determined by the Grantor to protect the interests of all the owners of the above described land and Grantee shall pay to the insuror one-fifth (1/5) of each annual premium for such liability insurance as an owner and party in interest in said land.

6. Trees: Grantee shall not cut or remove or cause to be cut or removed any trees on the campsite which have a base diamenter of 6 inches or more without first obtaining the approval of the Grantor. Any timber cut on the campsite shall not be removed from the above described land; provided however, such cut timber may be removed from the campsite.

7. Fencing: The cost of installation and maintenance of fencing around the boundaries of the above described land shall be prorated among all the owners of the above described property; and the Grantee shall pay one-fifth (1/5) of all such fencing installation and maintenance costs.

8. Repurchase Rights: The Grantee his heirs, successors and assigns hereby gives and grants to Grantor a right of

first refusal to purchse the Grantee's interest in the above described land upon the same terms and conditions as Grantee has agreed to sell the same to another party other than an owner of an interest in the above described land. The Grantee hereby gives and grants to all the other owners of interests in the above described land a right of second refusal to purchase the Grantee's interest in the above described land upon the same terms and conditions as Grantee has agreed to sell the same to another party other than an owner of the above described land. Each of said rights of first and second refusal shall be for successive periods of ten days from the receipt of a signed copy of the Purchase and Sale Agreement the Grantee and prospective Buyer have signed with respect to the Grantee's interest in the above land.

9. Use of Campsite and Land: Grantee, members of his family, and guests shall be bound by and shall comply with all the Rules and Regulations to be promulgated from time to time by the Grantor with respect to the orderly and safe use of the land and the individual campsites. Such Rules and Regulations will relate to refuse and garbage disposal, guest and security personal, drugs and intoxicants, trailers of all types and uses, water and sanitation installations and equipment, tents and other temporary shelters, guns and firearms of all types, among other matters to insure the orderly clean and safe use of the above land by the owners, family members, and guests.

10. Death of Owner: Grantee hereby gives to the Grantor and other owners of the above land at the time of Grantee's death the right to purchase from the Grantee's estate all of the Grantee's right, title, and interest in the above land at its then appraised value. Such right of purchase shall be for a period of one hundred twenty days following the death of the Grantee.

11. In the event the Grantor or other owners of the above land institute and file a legal action against Grantee to enforce anyone of the aforesaid covenants, restrictions,

rules and/or regulations and such Plaintiffs shall prevail in the cause of action, Grantee shall reimburse Grantor or such other owner, Plaintiffs, its or their legal fees and expenses incurred in such cause of action.

If the Grantor or other land owners (not including the Grantee) prevail in a course of action wherein the Grantee is a party defendant, the Grantor and other owners of the above land shall have the right and option to purchase all of the Grantee's interest in the above described property for its then appraised value. The Grantor and other land owners shall appoint an appraiser and the Grantee may appoint an appraiser. If the respective approved appraisers material deffer as to the avlue of the Grantee's interest in the above land, then said appraisers shall appoint a third appraiser, at the shared expense of both the Grantor and other owners and the Grantee, to resolve the value of the Grantee's interest in the above land; and the Grantor and Grantee shall be bound thereby.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Rebecca Washington

Beatrice Lockhart

ROCKING A. CORPORATION

By: Arthur Heublein
President

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared Arthur Heublein well know to me to be the ____ President of said corporation named as Grantor in the foregoing deed, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL IN THE County and State aforesaid this 31st day of MARCH, A. D. 1989.

(Notary Seal)

Notary Public
My Commission Expires:

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

Copy

SR16.

JUN-08-1990 12:00PM 90-165547
ORB 6479 Pg 1083
Con 10,000.00 Doc 55.00
JOHN B DUNKLE, CLERK - PB COUNTY, FL

This

SPECIAL WARRANTY DEED

This Special Warranty Deed, made this 31st day of March, 1989 by ROCKING A. CORP. a Florida Corporation, hereinafter called the "Grantor", to Jimmy C. Compton whose post office address is 12166 53RD ROAD NORTH ROYAL PALM BEACH, FL., hereinafter called the "Grantee".

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargin, sell, alien, remise, release, convey and confirm unto the Grantee, an undivided one-fifth (1/5) fee simple interest in and to all that certain land situated in Palm Beach County, Florida, more particularly described as follows:

The East ½ of the SE ¼ of government Lot 6, and the South ½ of government Lot 7, Section 30, Township 41 S, Range 39 E, Palm Beach County, Florida - Subject to reservations in favor of the Everglades Drainage Dist. as shown in Deed Book 806, Page 315, and to reservations in favor of the Trustees of the Internal Improvement Fund as shown in Deed Book 807, at Page 373, and to taxes subsequent to 1988.

KENNETH B. CRENSHAW, ATTORNEY
SUITE 301
3175 S. CONGRESS AVENUE
PALM SPRINGS, FL 33461

SUBJECT TO easements, restrictions, rights of way of public record, zoning laws, ordinances and applicable regulations of governmental authorities, and real property taxes subsequent to December 31, 1989.

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1. Grantees Interest: The Grantees aforesaid one-fifth (1/5) interest in the above land shall not be divisible nor may a Grantee assign or convey a co-ownership interest in said land interest without first obtaining the written consent of the Grantor.

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in any of the above described land, the then owners of the fee title shall succeed to all the rights, duties, and powers of the Grantor with respect to the approval of plans and specifications of all proposed improvements on the above described land as herein above setforth.

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IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Rebecca Washington

Beatrice Larkins

ROCKING A. CORPORATION

By Arthur C. Heublein
President

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared Arthur Heublein well know to me to be the ____ President of said corporation named as Grantor in the foregoing deed, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL IN THE County and State aforesaid this 31st day of March, A. D. 1989.

(Notary Seal)

Notary Public
My Commission Expires:

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B DUNKLE
CLERK CIRCUIT COURT

CERTIFICATION PAGE

RECEIVED
JUL 07 2008
By

Gulfstream - Phase I
Environmental Site Assessment

Township 41, Range 39, Section 30, in the
J.W. Corbett Wildlife Management Area
Palm Beach County, Florida

for

Gulfstream Natural Gas System
1660 Southern Boulevard, Suite D
West Palm Beach, Florida 33406

prepared by

Professional Service Industries, Inc.
5801 Benjamin Center Drive, Suite 112
Tampa, Florida 33634

PSI Project Number: 552-8E004

In accordance with the provisions of Florida Statutes, Chapter 492, the Phase I Environmental Site Assessment for the above-referenced project was prepared under the direct supervision of a Professional Geologist registered in the State of Florida. This report has been determined to be in accordance with good professional practices pursuant to Chapter 492 of the Florida Statutes. The environmental assessment meets the requirements of the Florida Department of Environmental Protection, Division of State Lands and is provided to meet the accuracy, correctness, and completeness of the environmental assessment in accordance with the knowledge of the Comprehensive Environmental Response Compensation and Liability Act as set forth in 42 U.S. C. Section 9601 et seq., as amended (CERCLA). The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the Florida Fish and Wildlife Conservation Commission are entitled to rely on the information set forth in this environmental assessment.

Nana Faulkner 6/27/08

Nana Faulkner, PG, CHMM Date
P.G. No. 1616
Professional Service Industries, Inc.
5801 Benjamin Drive, Suite 112
Tampa, Florida 33634

Florida Department of Environmental Protection

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

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

Date: June 17, 2008

To: Daphne Thomas, Land Acquisition Agent
Division of State Lands, Bureau of Land Acquisition

From: Catherine Ingram
Division of State Lands, Bureau of Land Acquisition

Re: Environmental Site Assessment
Project: Exchange: Gulfstream Natural Gas System for Donation of area in the J.W. Corbett Wildlife Management Area
Donor: Gulfstream Natural Gas System
County: Palm Beach

Enclosed is the Environmental Site Assessment (ESA) dated February 12, 2008 performed by Professional Service Industries, Inc. (PSI). No recognized environmental conditions (RECs) were identified on the Subject Property. Therefore, PSI recommends no further assessment at this time.

This product is provided for by Gulfstream Natural Gas System.

Please contact me at (850) 245-2669 ext. # 4715 with any questions.

Thank you.

"More Protection, Less Process"
www.dep.state.fl.us

CERTIFICATION PAGE

Gulfstream - Phase I
Environmental Site Assessment

Township 41, Range 39, Section 30, in the
J.W. Corbett Wildlife Management Area
Palm Beach County, Florida

for

Gulfstream Natural Gas System
1660 Southern Boulevard, Suite D
West Palm Beach, Florida 33406

prepared by

Professional Service Industries, Inc.
5801 Benjamin Center Drive, Suite 112
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PSI Project Number: 552-8E004

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Nana Faulkner 5/7/08

Nana Faulkner, PG, CHMM Date
P.G. No. 1616
Professional Service Industries, Inc.
5801 Benjamin Drive, Suite 112
Tampa, Florida 33634

11.2.6 Contract #13164A

CFN 20140438942
OR BK 27184 PG 1731
RECORDED 11/26/2014 10:51:07
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1731 - 1748; (18pgs)

y and return to:
Conservation Commission

Will Call #114
ALL FLORIDA LAND TITLE COMPANY
790 Juno Ocean Walk, Suite 601
Juno Beach, FL 33408

Corbett WMA
[76.02 acres]

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION OF THE
STATE OF FLORIDA

CORBETT M-O CANAL EASEMENT

FWC Easement Number: 13164A

THIS EASEMENT, made and entered into this 20th day of November, 2014, between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Chapter 379, Florida Statutes, hereinafter referred to as "GRANTOR" and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property in Palm Beach County managed by the GRANTOR as the J. W. Corbett Wildlife Management Area; and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property to aid in flood protection, or for ongoing Loxahatchee River Watershed restoration, and/or for water management work, including but not limited to improvement and maintenance of the M-O Canal and/or construction and maintenance of levees and/or waterways ("easement"); and

WHEREAS, GRANTOR has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE a non-exclusive easement over and across the following described real property situated in Palm Beach County, Florida, to-wit:

NOT A CERTIFIED COPY

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR's responsibilities and obligations herein shall be exercised by the Division of Habitat and Species Conservation, Florida Fish and Wildlife Conservation Commission.

2. TERM: The term of this easement shall be for a period of fifty years commencing on November 20, 2014, and ending on November 19, 2064, unless sooner terminated pursuant to the provisions of this easement.

3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be for the use of the property described in Exhibit "A" to aid in flood protection, or for ongoing Loxahatchee River Watershed restoration, and/or for water management work, including but not limited to improvement and maintenance of the M-O Canal, and/or construction and maintenance of levees and/or waterways. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, across or below the easement area which 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 the easement area, 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. Except as contemplated by this easement, GRANTEE shall not remove water from any source on this easement including, but not limited to, a spring or well, without the prior written approval of GRANTOR. If caused as a result of activities conducted by GRANTEE on the real property described in Exhibit "A", GRANTEE agrees to clear, remove and pick up all debris including, but

NOT A CERTIFIED COPY

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 area or on any adjacent state land or in any manner not permitted by law. To the extent permitted by law, GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

Excluding impacts from the activities conducted in accordance with this easement, upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted herein shall cease and terminate.

4. 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.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. 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.

7. 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

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of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

8. 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.

9. 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.

10. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

11. TIME: Time is expressly declared to be of the essence of this easement.

12. LIABILITY: GRANTEE shall assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTEE's respective areas of responsibility under this easement or arising out of GRANTEE's respective management programs or activities and shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims.

13. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR, in accordance with Chapter 119, Florida Statutes, all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should

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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.

14. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all real estate tax and assessment liabilities that accrue to the easement 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.

15. CANCELLATION: This easement is subject to cancellation if GRANTEE converts any constructed facility to a use that was not authorized or when, in the reasonable 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.

16. NOTICES: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, emailed or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO GRANTEE:
Operations, Engineering & Construction Division
South Florida Water Management District
(MAILING ADDRESS:)
P.O. Box 24680
West Palm Beach, FL 33416-4680

(OFFICE LOCATION:)
3301 Gun Club Road
33416-4680 West Palm Beach, FL 33406

Email: jmitnik@sfwmd.gov
(with copy to: malexand@sfwmd.gov and jjaramil@sfwmd.gov)

TO MANAGING AGENCY:
Florida Fish and Wildlife Conservation Commission
C/O HSC/WHM Section Leader
620 S. Meridian St.
Tallahassee, FL 32399-1600

Email: mike.brooks@MyFWC.com or successor

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or to such other address as any party may designate by notice complying with the terms of this Subparagraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date emailed if by email; (3) on the date of transmission with confirmed receipt if by telex, telefax or other telegraphic method; (4) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (5) one day after mailing by any form of overnight mail service.

17. RECORDING OF EASEMENT: 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 seventy-five (75) days after receipt, and shall provide to GRANTOR within sixty (60) 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 GRANTOR.

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

19. 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.

20. SPECIAL CONDITIONS: The following special conditions shall apply to this easement:

a. Grantee shall provide Grantor the opportunity to review and comment in the development and design of construction of plans.

b. At least thirty days prior to the GRANTEE's advertisement for construction, GRANTEE shall notify GRANTOR of its desired construction schedule.

c. Prior to construction, GRANTEE shall comply with Florida Natural Areas Inventory and State of Florida Department of State, Division of Historical Resources

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requirements for preservation of natural and historical resources.

d. Upon commencing construction, GRANTEE shall limit the disturbance of soil to be excavated to only what is required to establish this easement.

e. GRANTEE agrees to notify GRANTOR regarding its construction activities during hunting seasons.

f. GRANTEE shall provide thirty days advance notification in writing to GRANTOR when any road will be closed for construction.

g. In connection with construction, GRANTEE shall comply with GRANTOR's guidelines for gopher tortoises.

h. GRANTEE shall comply with all state and federal laws, rules, regulations and guidelines for activities near bald eagle and crested caracara nest sites.

i. GRANTEE shall monitor open trenches on a daily basis for entrapped wildlife and as reasonable and practical notify GRANTOR of any entrapped wildlife.

j. Upon commencing construction, GRANTEE shall clear areas containing deciduous vegetation with mulching equipment where feasible to lessen the erosion potential and facilitate vegetative re-growth.

k. Upon commencing construction, GRANTEE shall limit the disturbance of soil by excavation to only what is required to establish this easement. The construction work area will be cleared and graded (where necessary) to provide a relatively level surface and a sufficiently wide work space for the passage of heavy construction equipment ensuring the safety of the canal/levee/waterway workers.

l. GRANTEE shall provide the GRANTEE the opportunity to review and comment in the development of a construction access plan specific to J. W. Corbett Wildlife Management Area.

m. Upon completion of construction, GRANTEE shall restore access roads used during the proposed construction to pre-construction contours and conditions. GRANTEE shall, at its sole cost and expense, repair any damage to gates and fencing that occurs during construction caused as a result of activities conducted by GRANTEE.

n. Upon completion of the construction, GRANTEE shall stabilize, restore and revegetate the permanent, temporary and extra temporary construction work space areas with initial planting to quickly establish vegetation and control erosion. Hydro-seed and mulch is to be used as necessary to prevent erosion.

o. Upon commencing construction, GRANTEE shall provide and/or install barriers at each road and right-of-way intersection. GRANTEE shall contact GRANTOR for a list of the type of acceptable barriers for each crossing.

p. GRANTEE shall provide gates and barriers that allow ingress/egress to this easement upon final cleanup and restoration activities. GRANTEE shall be responsible for

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the maintenance of the gates and barriers during the term of this easement.

q. GRANTEE shall be responsible for the maintenance and repair of all canals, levees, access roads or other infrastructure and improvements constructed or installed by GRANTEE during the term of this easement.

r. GRANTEE shall be responsible for establishing an exotic control plan with respect to any construction area after completion of construction and providing said plan to GRANTOR for review and comment during said plan development process.

s. Subject to GRANTOR's prior written approval, GRANTEE shall have the right to provide to the Indian Trail Improvement District (ITID) a letter of authorization, a right of entry, and/ or a permit for access to and upon the levee contemplated by this easement to the Indian Trail Improvement District (ITID) solely for the purpose of providing the ITID access to the M-O Canal Levee Road for the ongoing operation and maintenance of the ITID Water Impoundment and associated facilities. GRANTEE shall provide a copy of the authorization to the GRANTOR upon execution.

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FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION OF THE STATE OF FLORIDA

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____
for Executive Director (SEAL)

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of November, 2014, by, Nick Wiley, Executive Director, or Eric Sutton Florida Fish and Wildlife Conservation Commission, acting on behalf of the Florida Fish and Wildlife Conservation Commission of the State of Florida. He is personally known to me.

Notary Public, State of Florida

KRISTINA BUTLER
Commission # FF 085762
Expires January 23, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
FWC Attorney

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Witness

Robert Schertz

Print/Type Witness Name

By _____ (SEAL)

Richard Bassell

Print/Type Name

Title: P.E. Manager Section Admin.

Witness

Angela M. Wolf

Print/Type Witness Name

"GRANTEE"

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of November, 2014, by Richard Bassell as Section Administrator on behalf of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT. He/she is personally known to me or produced valid State DL as identification.

_____
Notary Public, State of Florida

ANGELA M. WOLF
Notary Public - State of Florida
My Comm. Expires Oct 17, 2016
Commission # EE 211453
Bonded Through National Notary Assn.

_____
Print/Type Notary Name

Commission Number:

Commission Expires:

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"THIS SPACE LEFT INTENTIONALLY BLANK"

EXHIBIT "A"

LEGAL DESCRIPTION OF THE EASEMENT

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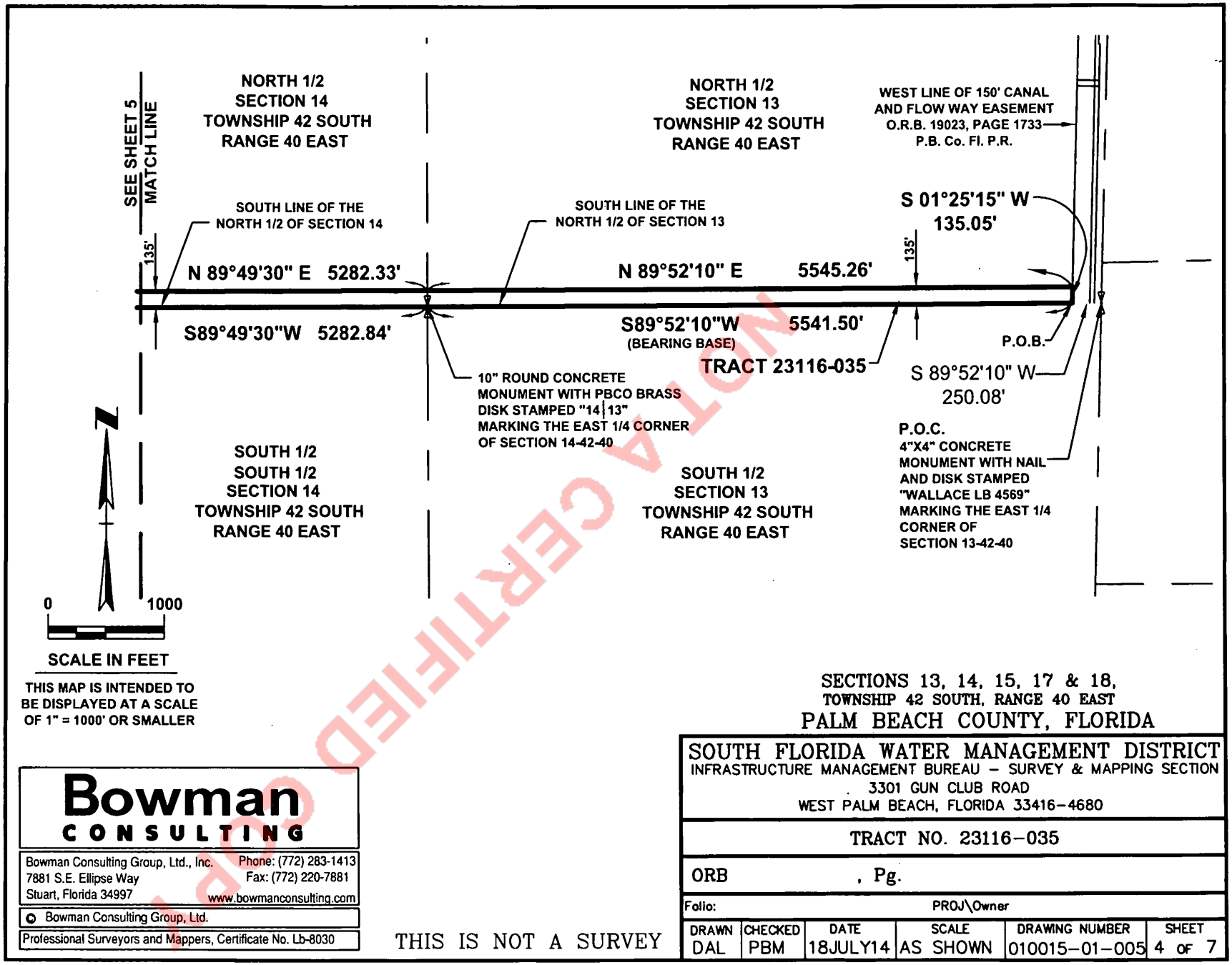
SEE SHEET 5
MATCH LINE
NORTH 1/2
SECTION 14
TOWNSHIP 42 SOUTH
RANGE 40 EAST
NORTH 1/2
SECTION 13
TOWNSHIP 42 SOUTH
RANGE 40 EAST
WEST LINE OF 150' CANAL
AND FLOW WAY EASEMENT
O.R.B. 19023, PAGE 1733
P.B. Co. Fl. P.R.
SOUTH LINE OF THE
NORTH 1/2 OF SECTION 14
SOUTH LINE OF THE
NORTH 1/2 OF SECTION 13
S 01°25'15" W
135.05'
135'
135'
N 89°49'30" E 5282.33'
N 89°52'10" E 5545.26'
S89°49'30"W 5282.84'
S89°52'10"W 5541.50'
(BEARING BASE)
TRACT 23116-035
P.O.B.
S 89°52'10" W
250.08'
10" ROUND CONCRETE
MONUMENT WITH PBCO BRASS
DISK STAMPED "14|13"
MARKING THE EAST 1/4 CORNER
OF SECTION 14-42-40
P.O.C.
4"X4" CONCRETE
MONUMENT WITH NAIL
AND DISK STAMPED
"WALLACE LB 4569"
MARKING THE EAST 1/4
CORNER OF
SECTION 13-42-40
SOUTH 1/2
SOUTH 1/2
SECTION 14
TOWNSHIP 42 SOUTH
RANGE 40 EAST
SOUTH 1/2
SECTION 13
TOWNSHIP 42 SOUTH
RANGE 40 EAST
N
0
1000
SCALE IN FEET
THIS MAP IS INTENDED TO
BE DISPLAYED AT A SCALE
OF 1" = 1000' OR SMALLER
NOT A CERTIFIED COPY
SECTIONS 13, 14, 15, 17 & 18,
TOWNSHIP 42 SOUTH, RANGE 40 EAST
PALM BEACH COUNTY, FLORIDA
Bowman
CONSULTING
Bowman Consulting Group, Ltd., Inc.
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Stuart, Florida 34997
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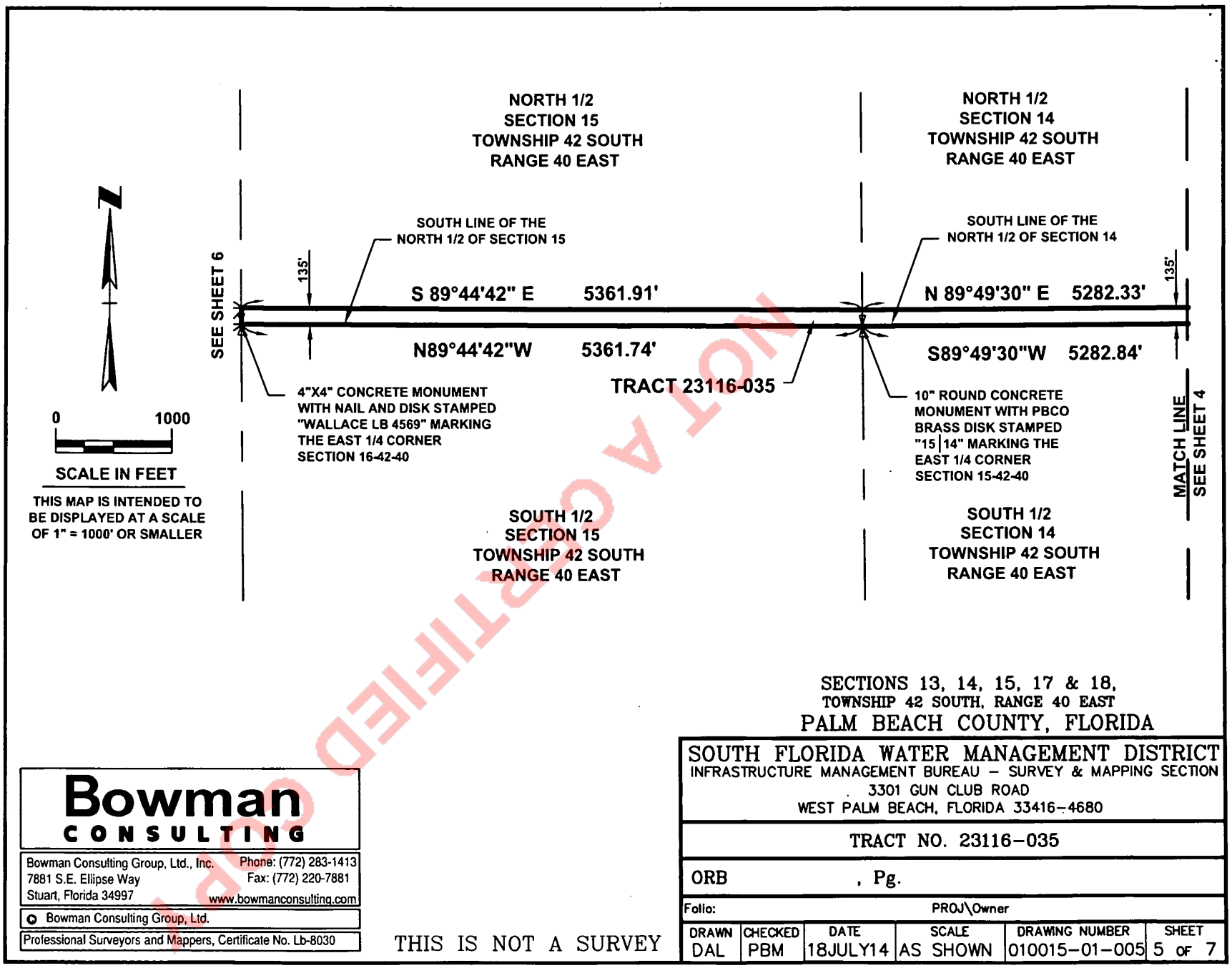
INFRASTRUCTURE MANAGEMENT BUREAU – SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680
TRACT NO. 23116-035
ORB , Pg.
Folio:
PROJ\Owner
DRAWN DAL
CHECKED PBM
DATE 18JULY14
SCALE AS SHOWN
DRAWING NUMBER 010015-01-005
SHEET 4 OF 7


NORTH 1/2
SECTION 15
TOWNSHIP 42 SOUTH
RANGE 40 EAST
NORTH 1/2
SECTION 14
TOWNSHIP 42 SOUTH
RANGE 40 EAST
SOUTH LINE OF THE
NORTH 1/2 OF SECTION 15
SOUTH LINE OF THE
NORTH 1/2 OF SECTION 14
SEE SHEET 6
135'
S 89°44'42" E 5361.91'
N 89°49'30" E 5282.33'
N89°44'42"W 5361.74'
S89°49'30"W 5282.84'
TRACT 23116-035
4"X4" CONCRETE MONUMENT
WITH NAIL AND DISK STAMPED
"WALLACE LB 4569" MARKING
THE EAST 1/4 CORNER
SECTION 16-42-40
10" ROUND CONCRETE
MONUMENT WITH PBCO
BRASS DISK STAMPED
"15|14" MARKING THE
EAST 1/4 CORNER
SECTION 15-42-40
MATCH LINE
SEE SHEET 4
0 1000
SCALE IN FEET
THIS MAP IS INTENDED TO
BE DISPLAYED AT A SCALE
OF 1" = 1000' OR SMALLER
SOUTH 1/2
SECTION 15
TOWNSHIP 42 SOUTH
RANGE 40 EAST
SOUTH 1/2
SECTION 14
TOWNSHIP 42 SOUTH
RANGE 40 EAST
SECTIONS 13, 14, 15, 17 & 18,
TOWNSHIP 42 SOUTH, RANGE 40 EAST
PALM BEACH COUNTY, FLORIDA
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INFRASTRUCTURE MANAGEMENT BUREAU – SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680
TRACT NO. 23116-035
ORB , Pg.
Folio:
PROJ\Owner
DRAWN DAL
CHECKED PBM
DATE 18JULY14
SCALE AS SHOWN
DRAWING NUMBER 010015-01-005
SHEET 5 OF 7
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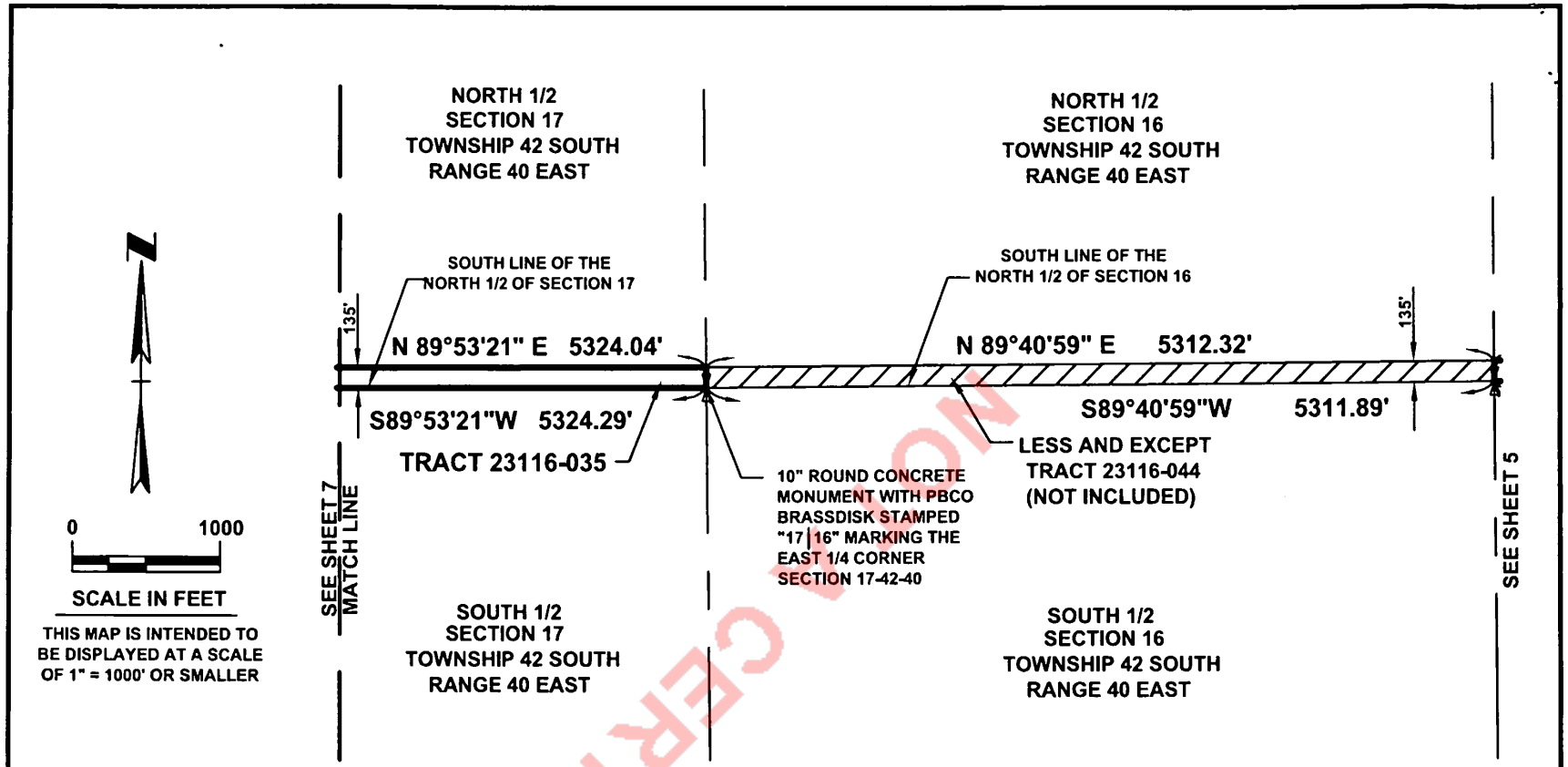

SECTIONS 13, 14, 15, 17 & 18,
TOWNSHIP 42 SOUTH, RANGE 40 EAST
PALM BEACH COUNTY, FLORIDA

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INFRASTRUCTURE MANAGEMENT BUREAU – SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. 23116-035

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EXHIBIT "A"
TRACT NO. 23116-035

A STRIP OF LAND 135 FEET IN WIDTH IN THE NORTH ONE-HALF (N½) OF SECTIONS 13, 14, 15, 16, 17 AND 18, TOWNSHIP 42 SOUTH, RANGE 40 EAST BOUNDED ON THE EAST BY THE WEST LINE OF THAT CERTAIN 150 FOOT WIDE CANAL AND FLOW WAY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 19023, PAGE 1733, PALM BEACH COUNTY FLORIDA PUBLIC RECORDS AND BOUNDED ON THE WEST BY THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4004, PAGE 96, PALM BEACH COUNTY FLORIDA PUBLIC RECORDS; SAID 135 FOOT STRIP OF LAND LYING NORTHERLY OF, PARALLEL, CONTIGUOUS AND AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING SPECIFICALLY DESCRIBED LINE:

COMMENCE AT A 4"X 4" CONCRETE MONUMENT STAMPED "WALLACE LB 4569", MARKING THE EAST ONE-QUARTER (E¼) CORNER OF SAID SECTION 13, BEAR SOUTH 89° 52' 10" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N½) OF SAID SECTION 13, A DISTANCE OF 250.08' TO THE WEST LINE OF SAID 150 FOOT WIDE CANAL AND FLOW WAY EASEMENT AND THE **POINT OF BEGINNING**.

THENCE, CONTINUE SOUTH 89° 52' 10" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N½) OF SAID SECTION 13, A DISTANCE OF 5541.50 FEET TO A 10-INCH ROUND CONCRETE MONUMENT WITH A PALM BEACH COUNTY BRASS DISK MARKING THE EAST ONE-QUARTER (E¼) CORNER OF SAID SECTION 14;

THENCE, SOUTH 89° 49' 30" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N½) OF SAID SECTION 14, A DISTANCE OF 5282.84 FEET TO A 10-INCH ROUND CONCRETE MONUMENT WITH A PALM BEACH COUNTY BRASS DISK MARKING THE EAST ONE-QUARTER (E¼) CORNER OF SAID SECTION 15;

THENCE, NORTH 89° 44' 42" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N½) OF SAID SECTION 15, A DISTANCE OF 5361.74 FEET TO A 4"X 4" CONCRETE MONUMENT STAMPED "WALLACE LB 4569" MARKING THE EAST ONE-QUARTER (E¼) CORNER OF SAID SECTION 16;

THENCE, SOUTH 89° 40' 59" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N½) OF SAID SECTION 16, A DISTANCE OF 5311.89 FEET TO A 10-INCH ROUND CONCRETE MONUMENT WITH A PALM BEACH COUNTY BRASS DISK MARKING THE EAST ONE-QUARTER (E¼) CORNER OF SAID SECTION 17;

(CONTINUED ON SHEET 2)

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SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

PATRICK B. MEEDS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE No. LS 4728

JULY 30, 2014
DATE OF SIGNATURE

BOWMAN CONSULTING GROUP, LTD., INC.
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

Bowman CONSULTING
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PALM BEACH COUNTY, FLORIDA
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INFRASTRUCTURE MANAGEMENT BUREAU – SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. 23116-035

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DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
DAL	PBM	18JULY14	AS SHOWN	010015-01-005	1 OF 7

EXHIBIT "A"
TRACT NO. 23116-035
(CONTINUED)

THENCE, SOUTH 89° 53' 21" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N½) OF SAID SECTION 17, A DISTANCE OF 5324.29 FEET TO A ONE AND ONE-QUARTER-INCH (1¼") IRON PIPE WITH A SOUTH FLORIDA WATER MANAGEMENT DISTRICT ALUMINUM CAP AND AN EIGHT INCH CONCRETE COLLAR MARKING THE EAST ONE-QUARTER (E¼) CORNER OF SAID SECTION 18;

THENCE, SOUTH 89° 54' 04" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N½) OF SAID SECTION 18, TOWNSHIP 42 SOUTH, RANGE 40 WEST, A DISTANCE OF 3017.18 FEET TO A POINT ON THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4004, PAGE 96 PALM BEACH COUNTY FLORIDA PUBLIC RECORDS AND THE END OF THE SPECIFICALLY DESCRIBED LINE.

LESS HOWEVER ALL THAT PART LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 40 EAST.

ALL SIDE LINES ARE LENGTHENED OR SHORTENED TO FORM A CONTINUOUS STRIP.

THE BEARING BASE FOR THIS DESCRIPTION IS SOUTH 89° 52' 10" WEST ON THE SOUTH LINE OF THE NORTH ONE-HALF (N½) OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 76.02 ACRES MORE OR LESS.

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SECTIONS 13, 14, 15, 17 & 18,
TOWNSHIP 42 SOUTH, RANGE 40 EAST
PALM BEACH COUNTY, FLORIDA

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3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

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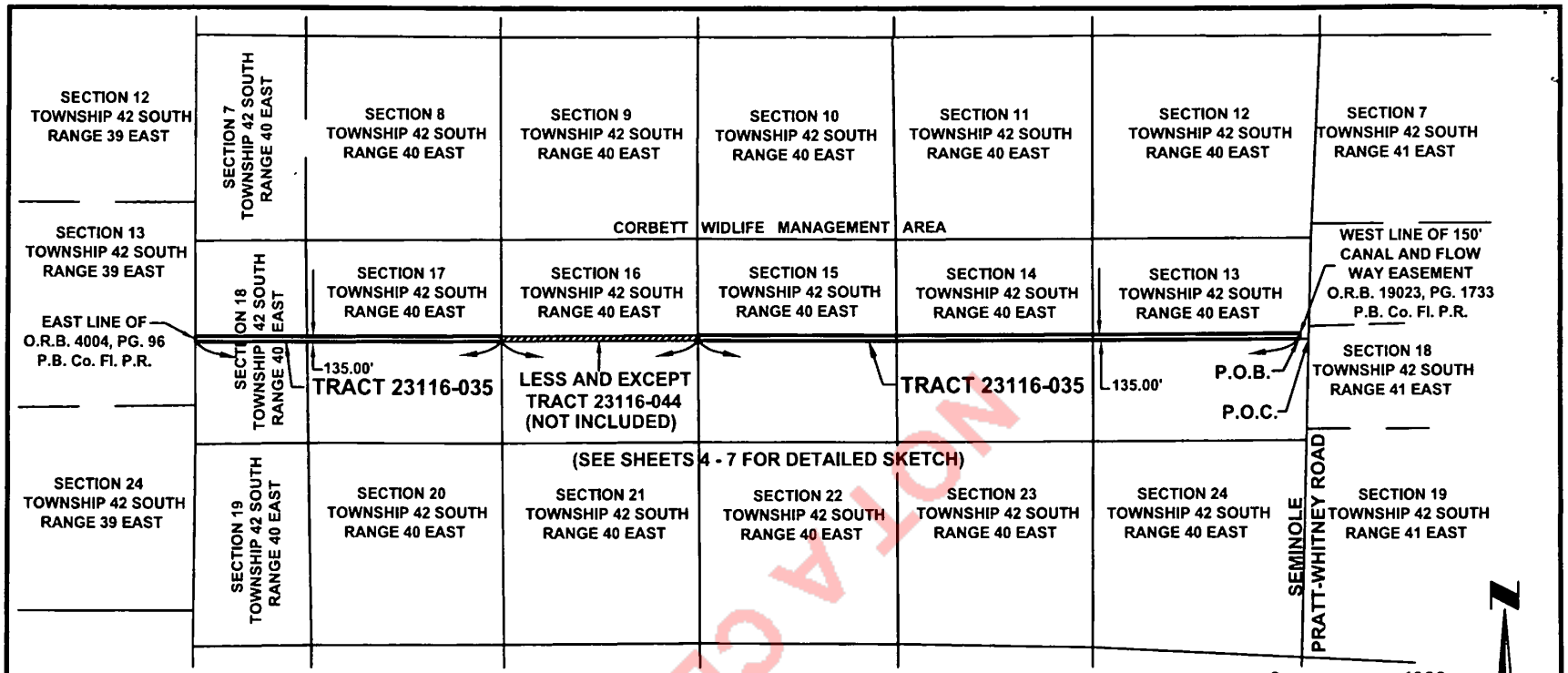
DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
DAL	PBM	18JULY14	AS SHOWN	010015-01-005	2 OF 7



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LEGEND:

INC. = INCORPORATED
LB = LICENSED BUSINESS
LTD. = LIMITED
NO. = NUMBER
O.R.B = OFFICIAL RECORD BOOK
PBCO = PALM BEACH COUNTY
P.B. Co. Fl. P.R. = PALM BEACH COUNTY FLORIDA PUBLIC RECORDS
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
O.R.B = OFFICIAL RECORD BOOK
16-42-40 = SECTION 16, TOWNSHIP 42 SOUTH, RANGE 40 EAST
= 1/4 SECTION CORNER
= LESS AND EXCEPT PARCEL TRACT 23116-044, NOT INCLUDED

THIS IS NOT A SURVEY

SECTIONS 13, 14, 15, 17 & 18,
TOWNSHIP 42 SOUTH, RANGE 40 EAST
PALM BEACH COUNTY, FLORIDA

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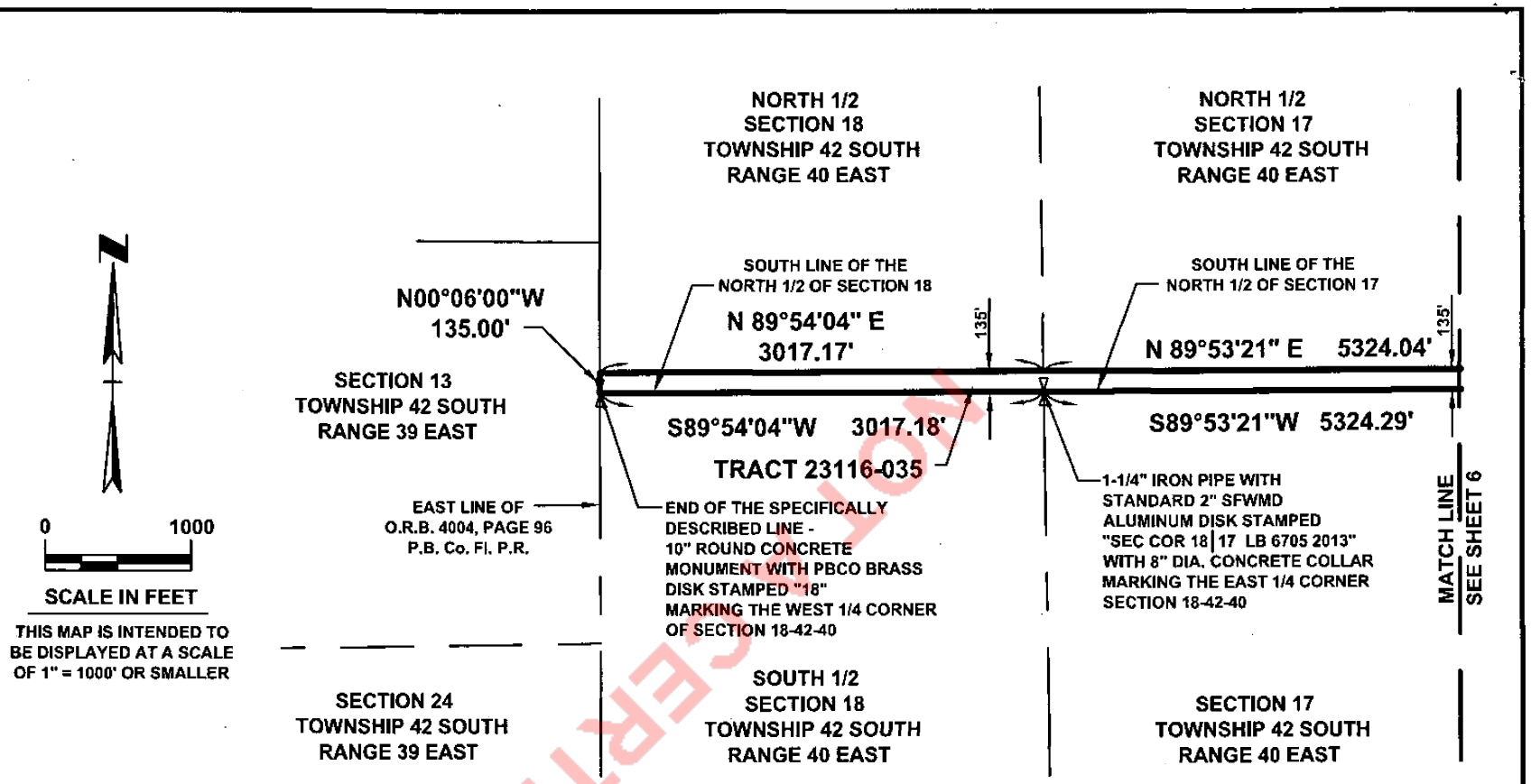
TRACT NO. 23116-035

ORB , Pg.

Folio: PROJ\Owner

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
DAL	PBM	18JULY14	AS SHOWN	010015-01-005	3 OF 7



NOTE:
ALL SIDE LINES ARE LENGTHENED OR SHORTENED TO FORM A CONTINUOUS STRIP.

SECTIONS 13, 14, 15, 17 & 18,
TOWNSHIP 42 SOUTH, RANGE 40 EAST
PALM BEACH COUNTY, FLORIDA

Bowman CONSULTING

Bowman Consulting Group, Ltd., Inc.
7881 S.E. Ellipse Way
Stuart, Florida 34997
Phone: (772) 283-1413
Fax: (772) 220-7881
www.bowmanconsulting.com

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Professional Surveyors and Mappers, Certificate No. Lb-8030

THIS IS NOT A SURVEY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INFRASTRUCTURE MANAGEMENT BUREAU – SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. 23116-035

ORB , Pg.

Folio: PROJ\Owner

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
DAL	PBM	18JULY14	AS SHOWN	010015-01-005	7 OF 7

NOT CERTIFIED COPY

11.2.7 Contract #1999

DIVISION LOG # `1999 AGREEMENT NUMBER

AGREEMENT ROUTING REVIEW FORM

CONTRACTOR FLORIDA POWER & LIGHT / FWC Florida Power Light Easement

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

PROJECT TITLE CORBETT WMA - EASEMENT 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 AGREEMENT X EASEMENT/DEED LEASE (INCLUDES WMA OR FMA LEASES)

AGREEMENT BEGINNING DATE/EXECUTION 1/7/73 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			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\CONROUTE167 *See reverse for Codes/Definitions/Distribution

11/23/09

FPL Improvements To Easement
Corbett

8/13/07 - 2:54p Sent email to Jim Schuette, asking for an update.

8/14 - 11:32 JS sent email - are having to travel outside easement to bring in poles, etc. Are to mitigate by improving our Tomato fields, killing exotics, removing ditches + berms, planting native plants, etc - was approved by DEP.

8/18/08 - 10:53 Sent email to JS asking for a "final" update

FPL Improvements to Easement
Corbett WMA,

Due to planned development around Corbett, which had included Scripps @ Mecca Farms, FPL has been master planning on how to handle the load. They intend on pulling additional lines and due to hurricane damage to a large # of poles, are going to replace them w/ concrete poles.

6/06 - Involved in correspondence to make sure Mary Ann Poole's & Scott Sanders' shops were aware of the ACOE permitting process. + how FPL would handle wetlands

(9/14 - 5:03p) rec'd email from Steve Coughlin re FPL wanting to improve an existing path so can access the easement - FPL has offered ~~to do~~ contribute $ for exotic plant removal - SC asked if they could provide crew instead.

9/18 - 2:50 Warren Pandorf w/ WP Consulting (727-793-0020) left VM for me TCH.

9/21 - 2:45 WP called - told need formal request + explanation w/ maps, etc pinpointing the areas where path is outside the easement & filling/improvements to be made

(~ 4:00) Saw Tom Wright - he questioned if FPL had right to change out poles + what affect it would have on wetlands. [I realized path may not be wide enough nor straight enough to allow big trucks transporting concrete poles w/o cutting down vegetation / trees. - affect on wildlife ??

Mospens, Richard

From: Schuette, James
Sent: Sunday, September 07, 2008 4:21 PM
To: Mospens, Richard
Subject: RE: FPL Easement Improvements - Corbett WMA

They didn't do any mitigation on Corbett and drastically reduced the quality of the road they built such that it won't be in good shape for as long, but DEP and COE are likely to sign off and FPL is picking up the drift fences last week and this.

From: Mospens, Richard
Sent: Monday, August 18, 2008 10:53 AM
To: Schuette, James
Subject: RE: FPL Easement Improvements - Corbett WMA

Jim,
I realized I did not have a "final" update on the concerned FPL line improvement project. What's the word???? Thanks. -- Rich

---

From: Schuette, James
Sent: Tuesday, August 14, 2007 11:32 AM
To: Mospens, Richard
Cc: Anderson, Michael; King, Linda
Subject: RE: FPL Easement Improvements - Corbett WMA

No, they have been out of the easement, they didn't take out any significant vegetation, and they are improving some of our tomato fields as mitigation (as approved by DEP) (killing exotics, removing ditches and berms, planting native plants, etc.)

From: Mospens, Richard
Sent: Tuesday, August 14, 2007 9:07 AM
To: Schuette, James
Subject: RE: FPL Easement Improvements - Corbett WMA

Jim,
Have they been staying within the existing easement to bring the poles to the locations within the easement? Assuming they are going outside the easement in bringing the poles to the sites, did they have to take out any vegetation? What mitigation are they doing if any for any affect they may be having on the wetlands? Thanks. -- Rich

---

From: Schuette, James
Sent: Monday, August 13, 2007 5:12 PM
To: Mospens, Richard
Cc: Anderson, Michael
Subject: RE: FPL Easement Improvements - Corbett WMA

They have finished most of the work. Just a few more poles to rplace and string another line, but they are waiting for cooler weather so they can de-electrify the line they are working on.

From: Mospens, Richard
Sent: Monday, August 13, 2007 2:55 PM
To: Schuette, James
Cc: Anderson, Michael
Subject: FPL Easement Improvements - Corbett WMA

Jim,

Mospens, Richard

From: Schuette, James
Sent: Thursday, September 14, 2006 10:12 PM
To: Mospens, Richard; Coughlin, Steven
Cc: Wright, Tom; King, Linda; 'w.pandorf@verizon.net'
Subject: RE: IR CA Corbett authorization

They will be using an existing, elevated, dirt road. It will be enlarged slightly to 12 feet wide (from about 10 feet now), and shell-rock added. FPL will also be adding swales where needed, which should actually improve hydrology. The locations where it deviates from the right-of-way is where it has always deviated from the right-of-way. And the entire stretch is part of our trail system in Corbett, which by improving the trail, it should concentrate buggy use to the new trail/road as opposed to how they keep trying to find easier places to drive through the wetlands as old routes get too messed up to use anymore. Hopefully Warren Pandorf can better fill you in on more specifics.

From: Mospens, Richard
Sent: Thursday, September 14, 2006 5:38 PM
To: Coughlin, Steven
Cc: Schuette, James; Wright, Tom; King, Linda; 'w.pandorf@verizon.net'
Subject: RE: IR CA Corbett authorization

Steve -- I do not recall talking to anyone at FPL nor to their consultant about their need to gain access at certain points along, but outside of the easement area. It is Tom's call, but believe we would need USFS's blessing, especially since they are asking to be able to "construct" an access road. Do you and Jim concur FPL needs this additional access? I assume they are unable to access the line fully within the easement area? I would prefer to grant them a use permit to access those areas outside the easement area. That option though may not be available since they want to "construct" a road. What type of road? What affect will it have on drainage and how will they deal with the matter? Would they be traversing any wetlands or creating any wetlands with the road construction? Is this to be permanent or only during their construction? If it is to be permanent, we would more than likely need to modify/amend the easement and need a survey and legal description of those added areas. USFS may also weigh in on what mitigation would be acceptable. By copy of this email to Mr. Pandorf, I am asking him to get with me so we may discuss the situation. -- Rich

From: Coughlin, Steven
Sent: Thursday, September 14, 2006 5:03 PM
To: Mospens, Richard
Cc: Schuette, James; Wright, Tom; King, Linda
Subject: FW: IR CA Corbett authorization

Rich,

Jim had instructed FPL to contact you quite a while back regarding their request to construct an access easement road which weaves in and out of their easement on Corbett. Please see the second paragraph of the following e-mail. Did they ever contact you to discuss their request? We are not opposed to their request as the "road" would be built on an exiting buggy trail but want to make sure we cover all the bases especially with Federal Aid.

Jim, by cc: I will ask Mike Allen if and how we could accept thee funds. Any chance we could persuade FPL to hire an exotic crew and perform services for us (similar to DEP exotic grants) instead of just writing us a check? Services would be easier to utilize.

Thanks, Steve C.

From: Schuette, James
Sent: Wednesday, September 13, 2006 8:16 PM
To: Coughlin, Steven
Cc: King, Linda
Subject: FW: IR CA Corbett authorization

From: Warren Pandorf [mailto:w.pandorf@verizon.net]
Sent: Wed 9/13/2006 7:05 AM
To: Schuette, James
Cc: Gregg Hall
Subject: IR CA Corbett authorization

Jim,
On behalf of FPL, I am requesting a letter from the Corbett WMA authorizing a monetary donation by FPL to the Corbett WMA for the exotic eradication program. The donation will serve as mitigation for the Indiantown Riviera Central Area transmission line project impacts within Corbett. The mitigation evaluation of the impacts using the UMAM analyses resulted in a value of 5.20 credits needed to offset impacts. Using an estimated value of $45,000 per credit, the impact would have a value of 5.20 credits times $45,000 per credit for a total donation of $234,000. Corbett WMA staff have provided an estimate of $1500 per acre for the eradication of Melaleuca. Based on this estimate, FPL would fund approximately 156 acres of Melaleuca eradication. Corbett WMA staff has identified an area that would benefit from eradication near Camp G within Corbett WMA.

In addition, FPL is requesting authorization for the construction of an access road that follow existing impacted drive-on paths outside the FPL right-of-way for short segments adjoining the right-of-way. These areas have been selected for construction because of existing impacts from traffic and to minimize impacts to wetlands in the right-of-way.

Thanks for your assistance,
Warren

Warren Pandorf, P.E.
WPE Consulting, Inc.
2951 Chancery Lane
Clearwater, FL 33759
phone: 727-793-0020
fax: 727-793-0075
e-mail: w.pandorf@verizon.net

Mospens, Richard

From: Coughlin, Steven
Sent: Friday, June 02, 2006 3:54 PM
To: Lenczewski, Barbara; Mospens, Richard; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe
Subject: RE: DEP/ACOE Joint Application

Works for me. Thanks, Steve C.

From: Lenczewski, Barbara
Sent: Friday, June 02, 2006 3:46 PM
To: Coughlin, Steven; Mospens, Richard; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe
Subject: RE: DEP/ACOE Joint Application

Unless anyone disagrees, I will log it, open a workspace, put your emails in as documentation of review and Jim can continue to work with them directly.

Thanks for your quick evaluation.

Barbara
OPSC 488.8797

From: Coughlin, Steven
Sent: Friday, June 02, 2006 3:36 PM
To: Lenczewski, Barbara; Mospens, Richard; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe
Subject: FW: DEP/ACOE Joint Application

Thanks Jim. Steve C.

From: Schuette, James
Sent: Friday, June 02, 2006 3:22 PM
To: Coughlin, Steven
Subject: RE: DEP/ACOE Joint Application

This started out as a road project, which I coordinated with FPL/DEP/COE/SFWMD extensively. I guess because it took COE all dry season to officially open the permit application, FPL is moving forward as best they can with the limited dry season remaining. Originally, my comments were towards size, location, and numbers of geo-web swales, which we came to good agreement on. The only issue I see at the moment is 1 wading bird rookery under the powerlines, and making sure this is not disturbed during nesting season. They are alreay doing this project on Hungryland without any official approval from FWC, which i assume is under their authority as maintenance of their lines/right-of-way. i'll get back with the FPL consultant to ensure the wading bird issue is addressed in this new plan.

> -----Original Message-----
> **From:** Coughlin, Steven
> **Sent:** Friday, June 02, 2006 3:04 PM
> **To:** Lenczewski, Barbara; Mospens, Richard; Schuette, James
> **Cc:** Brooks, Mike; Sanders, Scott; Walsh, Joe; Schuette, James
> **Subject:** RE: DEP/ACOE Joint Application
>
> Barbara,
>
> If we could just handle this locally and not log this as a formal request for comment that would be my preference. It would be simpler for all involved and more efficient. We may have to issue FPL some special access permits and have discussions

with them over possible impacts to area roads and trails that we normally handle in person with a site visit. We have been through these types of situations before with FPL . Please advise if this would be 10-4. I expect Joe has enough on his plate. Thanks, Steve C

From: Lenczewski, Barbara
Sent: Friday, June 02, 2006 2:53 PM
To: Mospens, Richard; Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe
Subject: RE: DEP/ACOE Joint Application

This started out as an FYI, but I am going to have it logged in and direct it through the system. Comments due 6/13 so if we have concerns they will need to be coordinated with whoever is the lead fairly quickly.

Barbara
OPSC 488.8797

From: Mospens, Richard
Sent: Friday, June 02, 2006 2:43 PM
To: Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Lenczewski, Barbara
Subject: FW: DEP/ACOE Joint Application

Steve & Jim -- I have talked to Barbara and am correct on her intentions. It would appear our commenting would mainly be on FPL's plans for handling work around the wetlands and endangered species. FPL indicates they will handle the work around at the wetlands by rubber or timber construction mats, thereby providing some level of protection to the wetlands, and that there are no endangered species issues. Thanks for your thoughts on these two issues and any other you feel may be at issue. -- Rich

From: Mospens, Richard
Sent: Friday, June 02, 2006 1:40 PM
To: Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Lenczewski, Barbara
Subject: FW: DEP/ACOE Joint Application

Steve & Jim -- Attached is an application from FPL to DEP and ACOE for the pulling of electrical wire for an additional circuit along FPL's existing Indiantown-Riviera transmission line that runs through Corbett. FPL has an existing right-of-way easement through Corbett that appears to grant them the authority to string additional wires as needed. I assume you are aware of the intended project. I believe Barbara forwarded it to me to make sure we, as managers of Corbett are aware of the intended project and, if deemed appropriate, provide comment. I have a call into Barb and will provide additional information, if any. Thanks for your review and input. -- Rich

From: Stearns, Jessica
Sent: Friday, June 02, 2006 12:15 PM
To: Mospens, Richard
Subject: DEP/ACOE Joint Application

The attached letter is from Barbara Lenczewski, call her if you have any concerns.

-Jessica Stearns

Mospens, Richard

From: Lenczewski, Barbara
Sent: Friday, June 02, 2006 3:34 PM
To: Coughlin, Steven; Mospens, Richard; Schuette, James; Poole, MaryAnn
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe; Schuette, James
Subject: RE: DEP/ACOE Joint Application

I would still log it, but the decision to comment or not would be up to you and Mike Brooks if Scott (as POC for the Division) determines that no other HSC Section would have an interest in this, which I don't see that they do. The only advantage to going through the permitting agency is that you might get requirements put into the permit with some legal recourse if the proper actions are not followed. Your relationship and history with FPL can determine their track record on this.

Barbara
OPSC 488.8797

From: Coughlin, Steven
Sent: Friday, June 02, 2006 3:04 PM
To: Lenczewski, Barbara; Mospens, Richard; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe; Schuette, James
Subject: RE: DEP/ACOE Joint Application

Barbara,

If we could just handle this locally and not log this as a formal request for comment that would be my preference. It would be simpler for all involved and more efficient. We may have to issue FPL some special access permits and have discussions with them over possible impacts to area roads and trails that we normally handle in person with a site visit. We have been through these types of situations before with FPL . Please advise if this would be 10-4. I expect Joe has enough on his plate. Thanks, Steve C

From: Lenczewski, Barbara
Sent: Friday, June 02, 2006 2:53 PM
To: Mospens, Richard; Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe
Subject: RE: DEP/ACOE Joint Application

This started out as an FYI, but I am going to have it logged in and direct it through the system. Comments due 6/13 so if we have concerns they will need to be coordinated with whoever is the lead fairly quickly.

Barbara
OPSC 488.8797

From: Mospens, Richard
Sent: Friday, June 02, 2006 2:43 PM
To: Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Lenczewski, Barbara
Subject: FW: DEP/ACOE Joint Application

Steve & Jim -- I have talked to Barbara and am correct on her intentions. It would appear our commenting would mainly be on FPL's plans for handling work around the wetlands and endangered species. FPL indicates they will handle the work around at the wetlands by rubber or timber construction mats, thereby providing some level of protection to the wetlands, and that there are no endangered species issues. Thanks for your thoughts on these two issues and any other you feel may be at issue. -- Rich

From: Mospens, Richard
Sent: Friday, June 02, 2006 1:40 PM

To: Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Lenczewski, Barbara
Subject: FW: DEP/ACOE Joint Application

Steve & Jim -- Attached is an application from FPL to DEP and ACOE for the pulling of electrical wire for an additional circuit along FPL's existing Indiantown-Riviera transmission line that runs through Corbett. FPL has an existing right-of-way easement through Corbett that appears to grant them the authority to string additional wires as needed. I assume you are aware of the intended project. I believe Barbara forwarded it to me to make sure we, as managers of Corbett are aware of the intended project and, if deemed appropriate, provide comment. I have a call into Barb and will provide additional information, if any. Thanks for your review and input. -- Rich

From: Stearns, Jessica
Sent: Friday, June 02, 2006 12:15 PM
To: Mospens, Richard
Subject: DEP/ACOE Joint Application

The attached letter is from Barbara Lenczewski, call her if you have any concerns.

-Jessica Stearns

?

Memorandum

Florida Department of
ENVIRONMENTAL PROTECTION

NOTICE

DATE: MAY 15 2006

TO: Mary Anne Poole - E-Mailed

FROM: Samantha Rice
Submerged ~~Lands and Environmental Resources~~
Program Southeast District

SUBJECT: File No: 50-0265378-001

Applicant: FPL Light - South Beach Delegation
Riviera 230KV Line

The attached application was submitted to the Submerged Lands and Environmental Resources Program. We are currently processing the request as required by Chapter 373, 403; 253 and 258,F.S..

This is an opportunity to applicable state agencies to concur with or object to the proposed Project under the federal consistency provisions of the Coastal Zone Management Act.

Review must be in accordance with the procedures adopted by the Interagency Management Committee on October 25, 1985. Findings of inconsistency must describe how the project conflicts with your agency's statutory authorities in the Florida Coastal Management Plan and provide alternative measures, if any which would make the project consistent.

Return your written comments (referencing the applicant's name and file number) and the attached information to the Department of Environmental Protection, Southeast District, 400 North Congress Avenue, Suite 200, West Palm Beach, Florida 33401 within 30 days of the date of this Notice. Your comments will be used in our evaluation of the proposed activities.

This project may be modified. If you wish to receive a copy of the application upon its completion, please notify us.

If you have any questions, please call me at (561) 681-6600 or Suncom 226-6600.

Thank you.

Encl. DEP/ACOE Joint Application

WPE Consulting, Inc.

May 10, 2006

~~Ms. Tricia Hoffer~~ Samantha Rice
Department of Environmental Protection
Environmental Resource Permitting
400 Congress Ave.
West Palm Beach, FL 33401

Re: ERP Application
FPL Indiantown-Riviera 230kV Transmission Line
Additional Circuit/Wire Pull Application
Martin and Palm Beach Counties
Florida Power & Light Company

Dear Ms. Hoffer:

Enclosed please find four copies of our application for an ERP Noticed General Permit associated with pulling wire for an additional circuit for the Indiantown-Riviera Transmission Line in Martin and Palm Beach Counties, Florida.

This project is necessary to provide reliable service to this developing area of Martin and Palm Beach Counties. If you have any questions or need additional information, please do not hesitate to contact me at 727-793-0020 or Gregg Hall at 561-694-3284.

Sincerely,

Warren Pandorf

Warren Pandorf, P.E.
WPE Consulting, Inc.
On behalf of Florida Power and Light Company

Cc: Gregg Hall, FPL; w/ enclosure

P.O. Box 14607, Clearwater, Florida 33766-4607
Tel 727.793.0020 • Fax 727.793.0075
w.pandorf@verizon.net

ENVIRONMENTAL RESOURCE PERMIT APPLICATION

FOR

FPL INDIANTOWN-RIVIERA ADDITIONAL CIRCUIT/ WIRE PULL 230 KV TRANSMISSION LINE

MARTIN & PALM BEACH COUNTIES

Submitted to:
Florida Department of Environmental Protection
Environmental Resource Permitting
400 Congress Avenue
West Palm Beach, Florida 33401

Submitted by:
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, Florida 33408

Prepared By:
WPE Consulting, Inc.
2951 Chancery Lane
Clearwater, Florida 33759

May 2006
P200502

SECTION A

FOR AGENCY USE ONLY	
ACOE Application #	DEP/WMD Application #
Date Application Received	Date Application Received
Proposed Project Lat.	Fee Received $
Proposed Project Long.	Fee Receipt #

PART 1:
Are any of the activities described in this application proposed to occur in, on, or over wetlands or other surface waters?
☒ yes ☐ no
Is this application being filed by or on behalf of a government entity or drainage district? ☐yes ☒no

PART 2:

A. Type of Environmental Resource Permit Requested (check at least one). See Attachment 2 for thresholds and descriptions.

☒ Noticed General - include information requested in Section B.
☐ Standard General (Single Family Dwelling) - include information requested in Sections C and D.
☐ Standard General (all other Standard General projects) - include information requested in Sections C and E.
☐ Individual (Single Family Dwelling) - include information requested in Sections C and D.
☐ Individual (all other Individual projects) - include information requested in Sections C and E.
☐ Conceptual - include information requested in Sections C and E.
☐ Mitigation Bank Permit (construction) - include information requested in Sections C and F. (If the proposed mitigation bank involves the construction of a surface water management system requiring another permit defined above, check the appropriate box and submit the information requested by the applicable section.)
☐ Mitigation Bank (conceptual) - include information requested in Sections C and F.

B. Type of activity for which you are applying (check at least one)

☒ Construction or operation of a new system, other than a solid waste facility, including dredging or filling in, on or over wetlands and other surface waters.
☐ Construction, expansion or modification of a solid waste facility.
☐ Alteration or operation of an existing system which was not previously permitted by a WMD or DEP.
☐ Modification of a system previously permitted by a WMD or DEP.
Provide previous permit numbers:___
☐ Alteration of a system
☐ Abandonment of a system
☐ Removal of a system
☐ Extension of permit duration
☐ Construction of additional phases of a system

C. Are you requesting authorization to use Sovereign Submerged Lands?
☐yes ☒no
(See Section G and Attachment 5 for more information before answering this question.)

D. For activities in, on,or over wetlands or other surface waters, check type of federal dredge and fill permit requested:
☐Individual ☐Programmatic General ☐General
☐Nationwide ☒Not Applicable

E. Are you claiming to qualify for an exemption? ☐yes ☒no
If yes, provide rule number if known. ___

PART 3: A. OWNER(S) OF LAND	B. ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER)
Name FLORIDA POWER & LIGHT COMPANY	Name GREGG A. HALL
Title and Company	Title and Company SENIOR ENVIRONMENTAL SPECIALIST, FPL
Address 700 UNIVERSE BLVD.	Address 700 UNIVERSE BLVD.
City, State, Zip JUNO BEACH, FLORIDA 33408	City, State, Zip JUNO BEACH, FLORIDA 33408
Telephone and Fax	Telephone and Fax (561)-694-3284 FAX (561) 694-4283
C. AGENT AUTHORIZED TO SECURE PERMIT	**D. CONSULTANT (IF DIFFERENT FROM AGENT)**
Name GREGG A. HALL	Name WARREN PANDORF
Title and Company SENIOR ENVIRONMENTAL SPECIALIST, FPL	Title and Company PROJECT MANAGER, WPE CONSULTING, INC.
Address 700 UNIVERSE BLVD.	Address 2951 CHANCERY LANE
City, State, Zip JUNO BEACH, FLORIDA 33408	City, State, Zip CLEARWATER, FLORIDA 33759
Telephone and Fax (561)-694-3284 FAX (561) 694-4283	Telephone and Fax (727) 793-0020 FAX (727) 793-0075

PART 4: (Please provide metric equivalent for federally funded projects):

A. Name of Project, including phase if applicable: FPL Indiantown-Riviera Wire Pulling

B. *Is this application for part of a multi-phase project?*
☐yes ☒no

C. Total applicant-owned area contiguous to the project?
0- located in Easements ac.; ___ ha.

D. Total area served by the system: N/A ac.; ___ ha.

E. Impervious area for which a permit is sought: 0 ac.; ___ ha.

F. Volume of water that the system is capable of impounding:
0 ac. ft.; ___ m

G. What is the total area of work in, on, or over wetlands or other surface waters?
<0.01 for dredge & fill ac.; ___ ha. ___ sq. ft.; ___ sq. m.

H. Total volume of material to be dredged: 0 cu yd; ___ m

I. Number of new boat slips proposed: 0 wet slips; 0 dry slips

PART 5:

Project location (use additional sheets if needed):
County(ies)Martin & Palm Beach

Section(s) 35	Township 39S	Range 39E
Section(s) 2,11,14,23,24,25	Township 40S	Range 39E
Section(s) 36,11,12,13,24	Township 41S	Range 39E
Section(s) 19,20,29,28,33,34	Township 41S	Range 40E
Section(s) 2,1,12,13	Township 42S	Range 40E
Section(s) 18,19,20,29,32,33	Township 42S	Range 41E
Section(s) 4,3,10,11,14,13	Township 43S	Range 41E
Section(s) 11,2,1,6,5,4,3,19, 20,21,16,15,10	Township 43S	Range 42E

Land Grant name, if applicable: N/A

Tax Parcel Identification Number: N/A

Street AddressRoador other location:SEE ATTACHED PROJECT LOCATION MAP

City, Zip Code, if applicable: N/A

PART 6: Describe in general terms the proposed project, system, or activity.

SEE ATTACHED DESCRIPTION

PART 7:

A. If there have been any pre-application meetings, including on-site meetings, with regulatory staff, please list the date(s), location(s), and names of key staff and project representatives.

PRE-APPLICATION MEETING WAS HELD ON 9/29/05 AT THE DEP OFFICE IN WEST PALM BEACH.
THE FOLLOWING PERSONNEL WERE IN ATTENDANCE:
JENNIFER SMITH (DEP)
LEAH OBERLIN (COE)
JIM SCHUETTE (CORBETT WMA)
WARREN PANDORF (WPE CONSULTING)
GREGG HALL (FPL)

B. Please identify by number any MSSW/Wetland Resource/ERP/ACOE Permits pending, issued or denied for projects at the location, and any related enforcement actions.

Agency	Date	No.\Type of Application	Action Taken
NONE	—	—	—
—	—	—	—
—	—	—	—

C. Note: The following information is required for projects proposed to occur in, on or over wetlands that need a federal dredge and fill permit or an authorization to use state owned submerged lands. Please provide the names, addresses and zip codes of property owners whose property directly adjoins the project (excluding application) and/or (for proprietary authorizations) is located within a 500 ft. radius of the applicant's land. Please attach a plan view showing the owner's names and adjoining property lines. Attach additional sheets if necessary.

1. N/A
2.
3.
4.
5.
6.
7.
8.

FORM#: 62-343.900(1)
FORM TITLE: JOINT ENVIRONMENTAL RESOURCE PERMIT APPLICATION
DATE: October 3, 1995

PART 8:

A. By signing this application form, I am applying, or I am applying on behalf of the applicant, for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relive me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree, or I agree on behalf of the applicant, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

GREGG A. HALL
Typed/Printed Name of Applicant (If no Agent is used) or Agent (If one is so authorized below)

Signature of Applicant/Agent — Date 5/10/06

FPL SR. ENVIRONMENTAL SPECIALIST
(Corporate Title if applicable)

AN AGENT MAY SIGN ABOVE ONLY IF THE APPLICANT COMPLETES THE FOLLOWING:

B. I hereby designate and authorize the agent listed above to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

DEAN BUSCH, P.E. | Signature of Applicant | 5/10/2006
Typed/Printed Name of Applicant | Date

FPL MANAGER, SITING AND PERMITTING GROUP
(Corporate Title if applicable)

Please note: The applicant's original signature (not a copy) is required above.

PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:

C. I either own the property described in this application or I have legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by agents or personnel from the Department of Environmental Protection, the Water Management District and the U.S. Army Corps of Engineers necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review and inspection. Further, I agree to provide entry to the project site for such agents or personnel to monitor permitted work if a permit is granted.

DEAN BUSCH, P.E. | Signature of Applicant | 5/10/2006
Typed/Printed Name of Applicant | Date

FPL MANAGER, SITING AND PERMITTING GROUP
(Corporate Title if applicable)

SECTION B

INFORMATION FOR NOTICED
GENERAL ENVIRONMENTAL RESOURCE PERMITS

INSTRUCTIONS: To qualify for a Noticed General Permit (NGP) for specific activities, the project must strictly comply with all of the terms, conditions, requirements, limitations and restrictions applicable to the desired NGP. A summary of the types of NGP's available is contained in Attachment 2. Carefully review the rule section of the NGP for which you are applying to ensure that your project meets the requirements of that NGP. Please complete Section A and submit it along with the information required in this Section (on 81/2" x 11" paper).

1. Indicate the project boundaries on a USGS quad map, reduced or enlarged as necessary to legibly show the entire project. If not apparent from the quad map, provide a location map (in sufficient detail to allow a person unfamiliar with the site to find it), containing a north arrow and a graphic scale and showing the boundary of the proposed activity and Section(s), Township(s), and Range(s). See Figures 1 and 2

2. A legible site plan showing the following features:

a) property boundaries and dimensions **See Figure 3 (for mat locations in wetlands)**
b) name and location of any adjoining public streets or roads **See Figure 2**
c) location and dimensions of all existing structures **N/A**
d) label all impervious and pervious area and indicate their size (area) **See Figure 3**
e) the direction of drainage relative to the proposed improvements (using arrows) **N/A**
f) locations of all proposed works **See Figures 2 & 3**
g) permanent and temporary erosion, sedimentation and turbidity controls **N/A**
h) boundaries of wetlands and other surface waters, identifying open water areas **See Figure 3**
i) boundary area and volume of all temporary and permanent earthwork, including pre and post construction grades **N/A**

3. Description of wetland or aquatic habitat. **See Section III & Table 1**

4. Construction methods and schedule. **See Section II**

5. Additional information that would show that you qualify for the general permit, addressing all the parameters, thresholds and conditions required in the general permit. Errors and omissions will be identified within 30 days by the processing agency. **See Section II and Tables 2 & 3**

6. Provide the rule section number of the NGP for which you are applying. **NGP 62-341.620**

7. The construction plans and supporting calculations must be signed, sealed, and dated by an appropriate registered professional as required by the relevant statutory provisions when the design of the system requires the services of an appropriate registered professional. **N/A**

FPL Indiantown-Riviera
Additional Circuit/ Wire Pull
230 kV Transmission Line
Environmental Resource Permit Application
Martin & Palm Beach Counties

PROJECT DESCRIPTION

Introduction:

To improve FPL's electrical system capability and reliability in Martin & Palm Beach Counties, FPL proposes to add a circuit/ pull wire along the entire length of the Indiantown-Riviera 230 kV transmission line project. These activities consist of running an additional circuit for approximately 36.6 miles onto the transmission line poles that have been previously constructed under the maintenance provisions for the existing line. The new circuit is first strung through all the poles. At the end of a run (which is the length between two angle points in the line) a machine is used to pull and properly tension the wire. See Figure 3 for the locations of these wire-pulling areas.

In order to facilitate describing the location of this transmission line, it has been divided into north, central and south sections as follows:

The north section of the transmission line spans 6 miles from the existing Indiantown substation to the Beeline Highway. It begins on the north side of the FPL Indiantown substation. The line continues south along the existing transmission line corridor for approximately 3.5 miles, where the proposed transmission line turns to the Southeast to parallel the Beeline Highway for 2 miles. The line turns south 0.5 miles to follow the existing transmission lines to the Beeline Highway.

The central section of the transmission line spans 20 miles from the Beeline Highway to Riviera Tap. The transmission line begins on the north side of the Beeline Highway. The line continues south along the existing transmission line corridor for approximately 4.9 miles, where the proposed transmission line turns to the Southeast to follow the existing transmission line for 15 miles to a tie-in to existing lines at Riviera Tap.

IR_WIre_Sec2_ProjDescr_5_3_06

The south section of the transmission line spans approximately 10.6 miles from the Riviera Tap (tie-in to existing line) to the Riviera Substation. The line begins on the east side of La Mancha Avenue. The line continues east along the existing transmission line corridor for approximately 3.1 miles, where the proposed transmission line turns to the Northeast to follow the existing transmission line for 4.5 miles to Military Trail. The line then turns due east for 3 miles to the Riviera Substation.

There were significant environmental considerations utilized to determine the proposed route. These included but were not limited to;

- Minimize the clearing of native vegetation
- Avoidance of listed species
- Avoid / minimize wetland impacts
- Avoidance of historical resources.

FPL determined that utilizing the existing FPL right-of-way for the entire line distance would minimize the potential impacts for listed species and wetlands while providing economical construction costs and reliability of service. FPL has utilized its existing linear facilities, i.e. transmission lines, in the past to minimize impacts to the environment. The FPL siting process considers all factors and selects the best routes/sites to optimize the service requirements while avoiding/minimizing impacts to the environment. FPL has a long history of environmental stewardship and takes pride in being able to coexist with the natural community. FPL designed this transmission line to minimize the impact to wetlands to the fullest extent possible.

Specific Information:

The Indiantown-Riviera project consists of building a new circuit within the right-of-way of an existing FPL transmission line. FPL is proposing to build an access road and pads in some sections of the project and these activities, which require dredge and fill, are being permitted separately. No dredge and fill or clearing of trees is required for the activities in this application.

Figure 1 shows areas that are included in this permit application for pulling wire for the addition of a new 230kV transmission line circuit.

All wire will be installed on poles that are being replaced as part of the maintenance provisions for the existing transmission line. After the new concrete poles are installed, the existing circuit

IR_Wire_Sec2_ProjDescr_5_3_06

will be transferred to the new pole as part of the maintenance provisions. The second circuit will be completed upon issuance of this permit.

The wire for the new circuit will be pulled into place using a tensioning machine. In areas of wetlands, rubber or timber construction mats will be used to minimize impacts. With the mats, the weight of equipment is distributed over a much larger area than with equipment directly on the wetland, thereby significantly reducing impacts to vegetation and soils. Since mats are specifically designed for wetland/sensitive areas, they do not cause ruts or excessive displacement of soil materials.

For the areas of the proposed wire pulling, several areas have been identified to place mats in wetlands. The area of each proposed wire pull location is shown on Figure 3. An environmental description of these areas is presented in Section III.

SECTION III

ENVIRONMENTAL ASSESSMENT

FPL Indiantown-Riviera – Additional Circuit/ Wire Pull
230 kV Transmission Line
Environmental Resource Permit Application
Martin and Palm Beach Counties

ECOLOGICAL ASSESSMENT

Introduction

An ecological survey of the proposed Indiantown-Riviera (Indiantown Substation to Riviera) transmission line corridor was conducted by an ecologist during field efforts in August 2005. The proposed route is approximately 36.6 miles of uplands and wetlands in a general northwest-southeast direction as described in Section II - Project Description. The purpose of the ecological survey was to determine the location of wetlands and the presence of listed plant and animal species along the corridor where an additional circuit will be installed. An ecologist, who was a consultant to FPL, accomplished this assessment. The methodologies utilized and the results of the study follow.

3.1.1 WETLANDS

Methodology

The proposed Indiantown-Riviera transmission line corridor was examined for the presence of wetlands located within, or in proximity to the proposed wire pulling areas for the new circuit that may be deemed jurisdictional by state and federal regulatory agencies. This was accomplished during the August 2005, field efforts by David Hall, Ph.D., in accordance with applicable state criteria contained in Chapter 62-340 of the Florida Administrative Code, and federal criteria as contained in the 1987 "Corps of Engineers Wetland Delineation Manual." Specifically, the site was examined by walking the entire length of the proposed corridor, and observing for areas exhibiting hydrophytic vegetation, hydric soils, and hydrologic indicators by which the landward extent of identified wetlands could be determined. To facilitate this wetland assessment effort, aerial photographs (1"= 200') of the project area were used.

Results

The proposed new circuit has been entirely sited along an existing transmission line right-of-way. The results of the survey indicate six wetland areas would require matting

to pull wire for the new circuit. The wetlands in these six areas are wet prairies, marshes, and a pond (see Table 1, located in Section 4, for a summary of wetlands where matting is proposed). The wetlands within the proposed matting areas are man-made (pond) or natural (wet prairies and marshes). Man, vehicle traffic, patrol road construction and maintenance, or cattle have impacted all of the natural wetlands. There is no dredge and fill proposed as presented in Table 2. Since the project is located in an existing transmission line corridor, no clearing of forested wetlands will be required as indicated in Table 3 (located in Section IV).

A survey was conducted of wetlands IB-16, BT-4.1, BT-4.13, AC-125, AC-1 and TR-6, which are proposed for matting, as shown on Figure 3. Detailed descriptions of wetland type, degree of disturbance, anticipated agency jurisdiction, vegetation, soils and hydrologic conditions for each jurisdictional type are summarized in tabular format in Table 1.

ENDANGERED SPECIES SURVEY

Methodology

The survey consisted of a complete analysis of threatened/endangered plants and wildlife located in areas of proposed mats. This information was gathered during a detailed field examination of the corridor conducted during August 2005, and by a literature search of endangered/threatened species. Species of interest consisted of those designated by the U.S. Fish and Wildlife Service (USFWS) as endangered, threatened, or under review for listing; those designated by the Florida Fish and Wildlife Conservation Commission (FFWCC) as endangered, threatened, or species of special concern; and plant species designated by the Florida Department of Agriculture and Consumer Services (FDACS) as endangered, threatened, or commercially exploited.

Prior to the field survey, a literature search was conducted to identify listed species that potentially could occupy the proposed ROW. The primary sources of information were: the Florida Natural Areas Inventory data base; Rare and Endangered Biota of Florida, Florida Committee on Rare and Endangered Plants and Animals – Vol. 1 (Mammals, 1992), Vol. II (Fishes, 1992), Vol. III (Amphibians & Reptiles, 1992), Vol. IV (Vertebrates, 1994), Vol. V (Birds, 1996), Vol. Five (Plants, 1979); Nancy C. Coile's (2000) Notes on Florida's Endangered and Threatened Plants: FFWCC website

(http://floridaconservation.org/pubs/endanger. html); and the personal experience of the biologist.

The list of potential rare plants and animals utilized for the survey is presented in Tables 4 and 5, respectively.

RESULTS

Plants

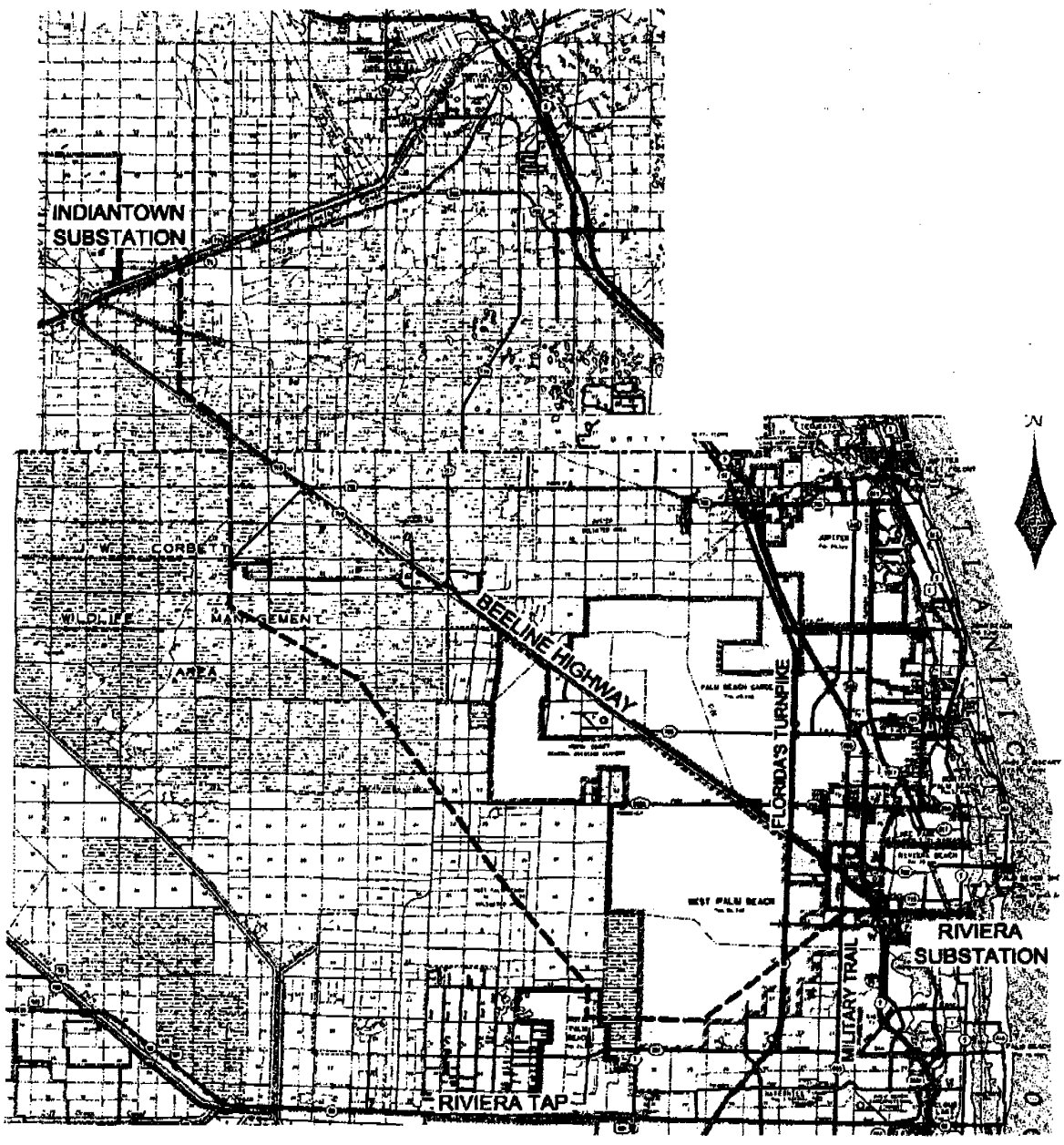
No Endangered species listed by FDACS or USFWS were found.

No FDACS or USFWS Threatened species were seen.

Animals

No species of wildlife listed by either USFWS or FFWEC were observed during the field survey.

There were no wading bird nests observed along the proposed corridor. Resident and migrating wading birds forage in the wetlands along the corridor and in nearby wetlands. Since wetlands will not be permanently altered, the only impacts to wading birds will be the temporary avoidance of certain areas during construction activities.



LEGEND

Proposed Additional Circuit

INDIANTOWN-RIVIERA 230kV TRANSMISSION LINE ADDITIONAL CIRCUIT/WIRE PULL

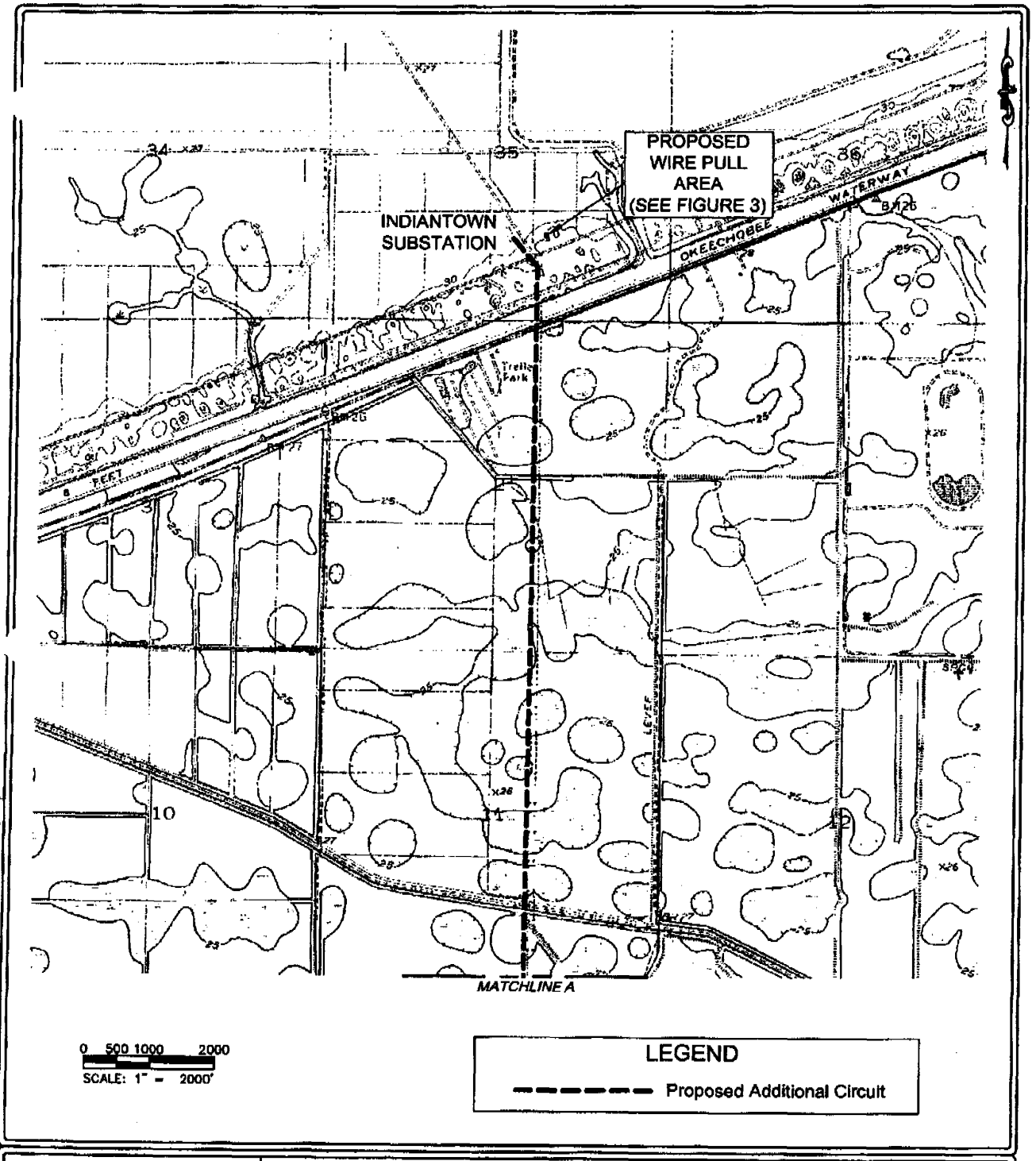
Figure 1

Project Area for Additional Circuit on Indiantown-Riviera Project

Source: FDOT, 2004; WPE Consulting, Inc., 2006.

FPL

Drawing file: IR WIRE PULL Figure 1.dwg May 01, 2006 - 9:54am



Drawing file: IR Wire Pull Figure 2-new.dwg May 01, 2006 - 12:14pm

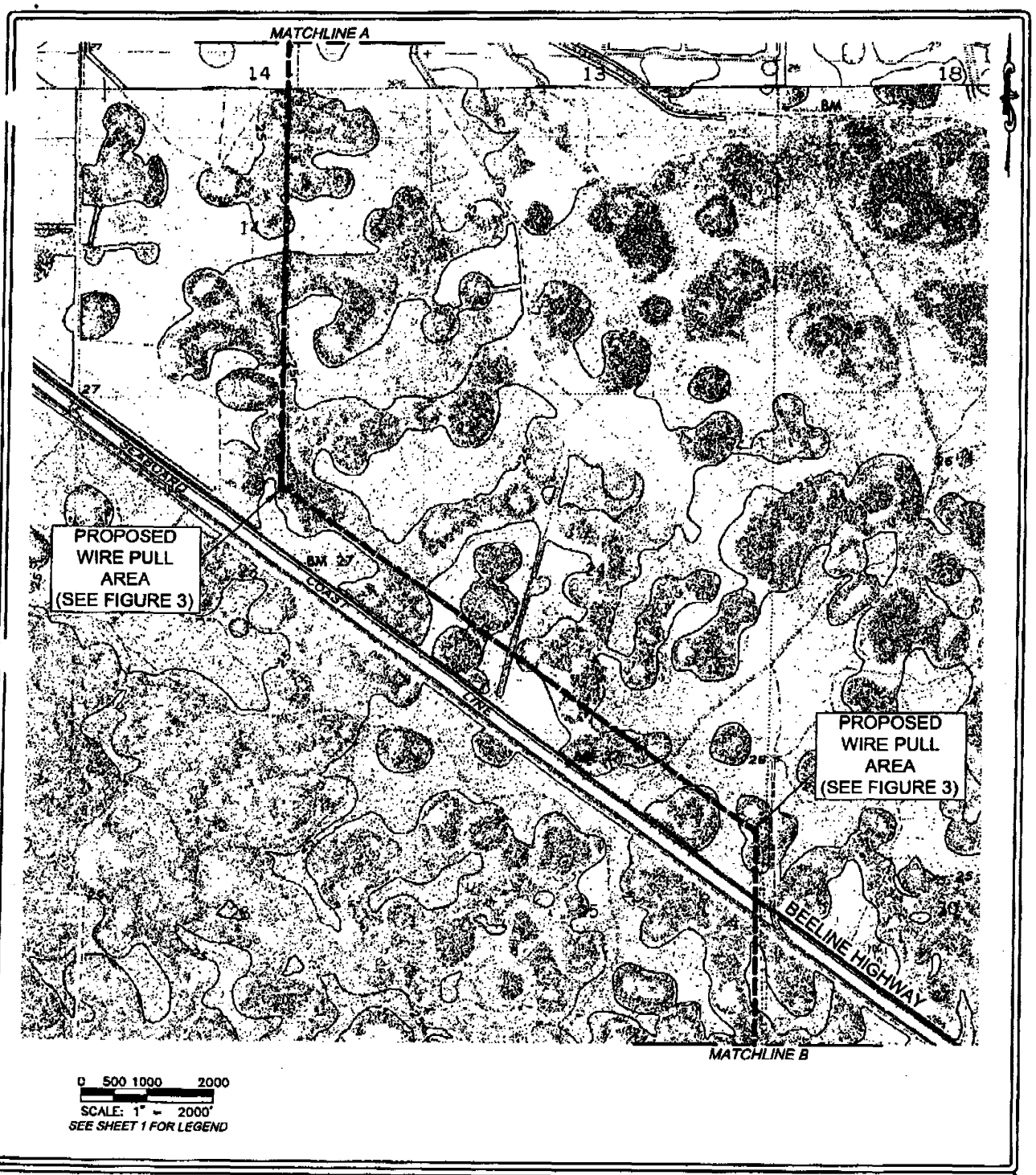
INDIANTOWN-RIVIERA
230kV TRANSMISSION LINE
ADDITIONAL CIRCUIT/
WIRE PULL

Figure 2 Sheet 1 of 12

USGS Map Showing Transmission Line Wire Pull Location

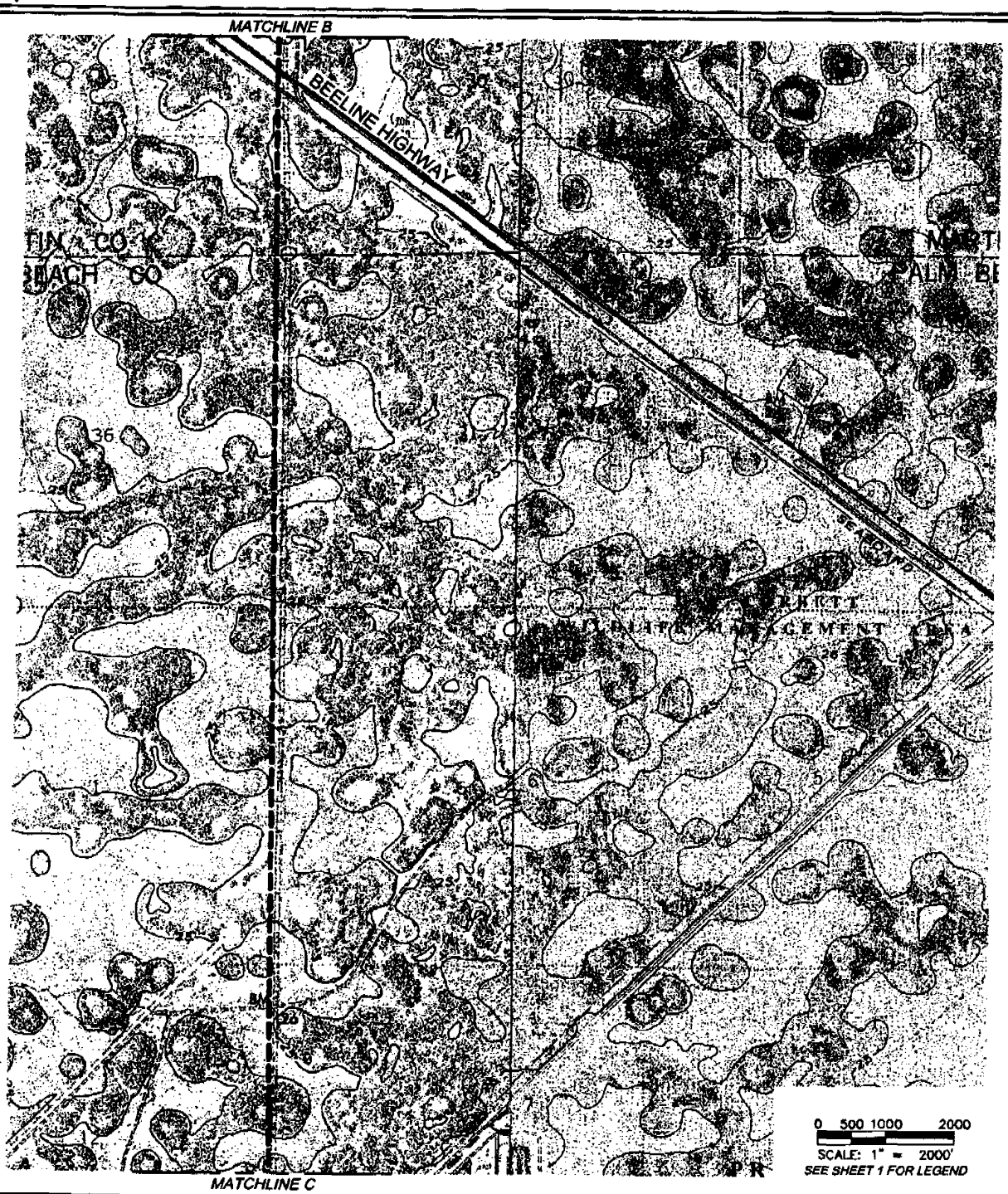
Source: USGS Quadrangle Maps: Indiantown, Fla, P.R. 1983; Big Mound North, Fla, 1970; West of Rood, Fla, P.R. 1984; West of Delta, Fla, P.R. 1984; Delta, Fla, P.R. 1983; Palm Beach Farms, Fla, P.R. 1983; Riviera Beach, Fla, P.R. 1983; Palm Beach, Fla, P.R. 1983; WPE Consulting, Inc., 2005.

FPL



Drawing file: JR Wire Pull Figure 2-new.dwg May 01, 2006 - 12:15pm

INDIANTOWN-RIVIERA 230kV TRANSMISSION LINE ADDITIONAL CIRCUIT/ WIRE PULL	Figure 2 Sheet 2 of 12 USGS Map Showing Transmission Line Wire Pull Location Source: USGS Quadrangle Maps: Indiantown, Fla, P.R. 1983; Big Mound North, Fla, 1970; West of Rood, Fla, P.R. 1984; West of Delta, Fla, P.R. 1984; Delta, Fla, P.R. 1983; Palm Beach Farms, Fla, P.R. 1983; Riviera Beach, Fla, P.R. 1983; Palm Beach, Fla, P.R. 1983; WPE Consulting, Inc., 2005.	FPL



INDIANTOWN-RIVIERA
230kV TRANSMISSION LINE
ADDITIONAL CIRCUIT/
WIRE PULL

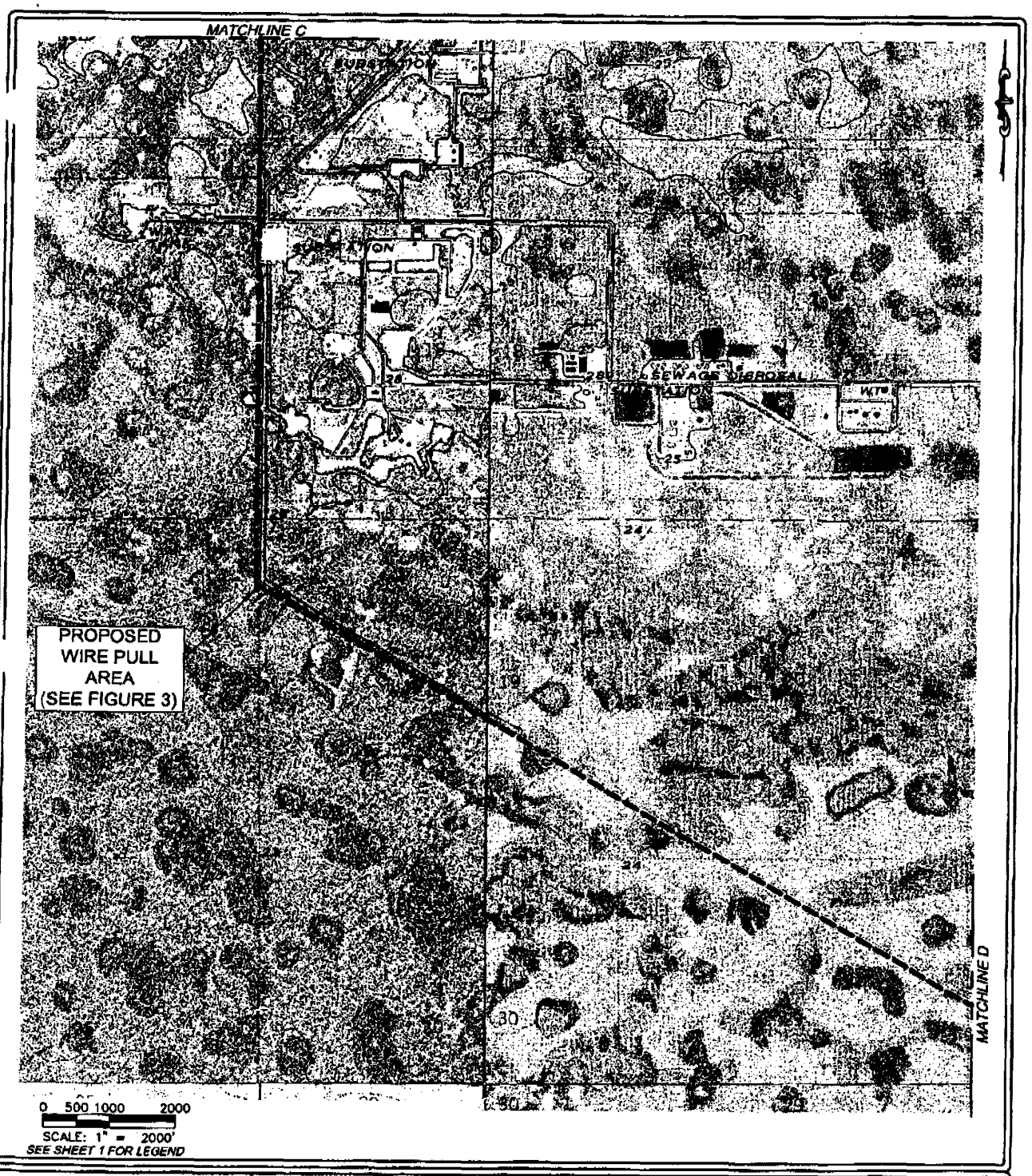
Figure 2 Sheet 3 of 12

USGS Map Showing Transmission Line Wire Pull Location

Source: USGS Quadrangle Maps: Indiantown, Fla, P.R. 1983; Big Mound North, Fla, 1970; West of Rood, Fla, P.R. 1984; West of Delta, Fla, P.R. 1984; Delta, Fla, P.R. 1983; Palm Beach Farms, Fla, P.R. 1983; Riviera Beach, Fla, P.R. 1983; Palm Beach, Fla, P.R. 1983; WPE Consulting, Inc., 2005.

FPL

Drawing file: IR Wire Pull Figure 2-new.dwg May 01, 2006 - 12:15pm



Drawing file: IR Wire Pull Figure 2-new.dwg May 01, 2006 – 12:16pm

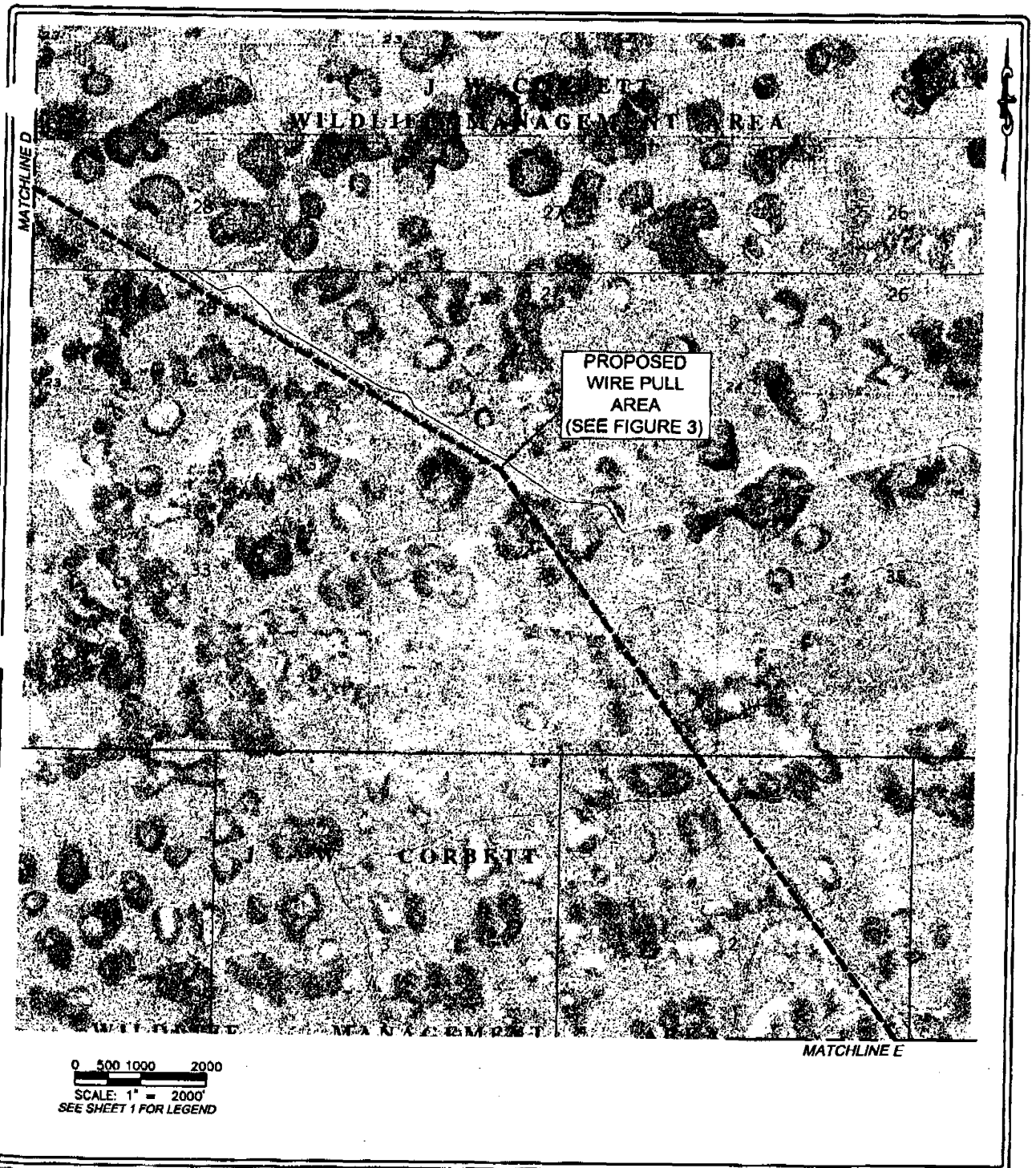
INDIANTOWN-RIVIERA 230kV TRANSMISSION LINE ADDITIONAL CIRCUIT/ WIRE PULL

Figure 2 Sheet 4 of 12

USGS Map Showing Transmission Line Wire Pull Location

Source: USGS Quadrangle Maps: Indiantown, Fla, P.R. 1983; Big Mound North, Fla, 1970; West of Road, Fla, P.R. 1984; West of Delta, Fla, P.R. 1984; Delta, Fla, P.R. 1983; Palm Beach Farms, Fla, P.R. 1983; Riviera Beach, Fla, P.R. 1983; Palm Beach, Fla, P.R. 1983; WPE Consulting, Inc., 2005.

FPL



Drawing file: IR Wire Pull Figure 2-new.dwg May 01, 2006 - 12:16pm

INDIANTOWN-RIVIERA
230kV TRANSMISSION LINE
ADDITIONAL CIRCUIT/
WIRE PULL

Figure 2 Sheet 5 of 12

USGS Map Showing Transmission Line Wire Pull Location

Source: USGS Quadrangle Maps: Indiantown, Fla, P.R. 1983; Big Mound North, Fla, 1970; West of Rood, Fla, P.R. 1984; West of Delta, Fla, P.R. 1984; Delta, Fla, P.R. 1983; Palm Beach Farms, Fla, P.R. 1983; Riviera Beach, Fla, P.R. 1983; Palm Beach, Fla, P.R. 1983; WPE Consulting, Inc., 2005.

FPL

AGREEMENT

THIS AGREEMENT made this 7th day of November 1973, by and between FLORIDA GAME AND FRESH WATER FISH COMMISSION, an agency of the State of Florida, hereinafter called "Commission" and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, hereinafter called "FPL".

WHEREAS, FPL requires an easement for a right-of-way upon certain lands owned by the Commission in Palm Beach County, Florida which lands have a full appraised fee value of $419,442.00 and

WHEREAS, FPL has acquired or has contracts or options for the acquisition of certain other lands in Palm Beach County, the contract cost to FPL of such other lands being $298,253.00.

NOW THEREFORE, in consideration of benefits accruing to each, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Commission shall grant to FPL the easement in the form of the Right-of-Way Agreement marked Exhibit A attached hereto and made a part hereof.
2. FPL shall convey or cause to be conveyed to the Commission the lands described on Exhibit B attached hereto and made a part hereof. Title to these lands shall be subject to all matters contained in the conveyance to R. W. Wall, Jr., Trustee, and to conditions, restrictions and limitations of record, and to taxes for the year 1973 and subsequent years. Taxes on these lands shall be prorated as of date of closing.
3. The difference between the aforesaid $419,442.00 and the aforesaid $298,253.00 is in the amount of $121,189.00. Interest shall accrue on the undisbursed part of said amount at the rate of

6½% per annum, from the date of delivery of said Right-of-Way Agreement by the Commission to FPL. Said amount, plus the accrued interest thereon, shall constitute a fund which shall be disbursed by FPL to or for the benefit of the Commission in in the following manner:

With this fund, FPL shall seek to purchase additional lands within or adjacent to what is known as the J. W. Corbett area in Palm Beach County. These lands shall be purchased for the benefit and in the name of the Commission. No purchase from this fund shall be made without the approval of the Commission as to the lands purchased and the expenditures made therefore. Twelve months after the closing of this transaction, FPL shall pay to the Commission the undisbursed portion of said fund, excluding therefrom any amounts required to complete the purchase of lands for which contracts have been obtained but which have not been closed as of that time.

4. FPL shall, upon delivery of a properly executed and acknowledged Right-of-Way Agreement described above as Exhibit "A", pay to the Commission $3,000.00 to be used to improve the water control conditions in the sawgrass area of the Commission's J. W. Corbett Wildlife Management lands.

5. This transaction shall close on or before days from the date hereof at or at such other time and place as may be mutually agreeable.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

WITNESSES:

FLORIDA GAME AND FRESH WATER FISH COMMISSION

BY

Attest

FLORIDA POWER & LIGHT COMPANY

Priscilla Baldwin

BY
Vice President

Rita J. Wilcox

Attest
ASSISTANT Secretary

EXHIBIT A

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That 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, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged does hereby grant to FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, whose address is P. O. Box 3100, Miami, Florida, 33101, or its successors, GRANTEE herein, an easement for a right of way 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 appurtenant equipment) for the transmission of electricity, over, upon and across the following described lands of the Grantor situated in the County of Palm Beach and State of Florida, being more particularly described as follows:

Parcel No. 1:

A strip of land 660 feet in width lying Northeasterly of, adjacent to, and parallel with the Northeast right of way line of C&SFFCD Levee L-8 in Sections 5, 8 and 9 in Township 42 South, Range 39 East, Palm Beach County, Florida.

Parcel No. 2:

The following described parcel lying within Section 31, Township 41 South, Range 39 East, Palm Beach County, Florida:

Commencing at the Northwest corner of Section 6, Township 42 South, Range 39 East, Palm Beach County, Florida; thence N 87° 58' 20" E for a distance of 693.64 feet to a point, said point being the Point of Beginning; thence from said POB N 87° 58' 20" E for a distance of 459.76 feet more or less to a point; thence N 0° 14'20" W to a point that is 760 feet, measured at right angles, from the northeast right of way line of C&SFFCD Levee L-8; thence N 45° 32' 40" W to a point that is 760 feet from the West section line of said Section 31; thence N 0° 14' 20" W along a line 760 feet from and parallel to the West section line of said Section 31 for a distance of 1000 feet to a point; thence S 0° 14' 20" W a distance of 100 feet to a point; thence S 0° 14' 20" E along a line 660 feet from and parallel to the West section line of said Section 31 for a distance of 1970 feet more or less to the intersection with the northeast right of way line of C&SFFCD Levee L-8; thence S 45°32'40" E along the northeast right of way line of C&SFFCD Levee L-8 to the POB.

Parcel No. 3:

The West 660 feet of Sections 6, 7, 18 and 19 in Township 41 South, Range 39 East, Palm Beach County, Florida.

Parcel No. 4:

The West 660 feet of Section 31 in Township 40 South, Range 39 East, Palm Beach County, Florida; and the East 100 feet of the West 760 feet of the North 2000 feet of Section 31, Township 40 South, Range 39 East, Palm Beach County, Florida.

together with the right to the Grantee or its successors, to place, erect, maintain inspect, add to the number of, and relocate at will, poles, towers, crossarms, or fixtures, and to string wires and cables, adding thereto from time to time, across, through or over the above described premises; to cut and remove all trees, brush and undergrowth from the structure areas and the access way provided that after initial construction on such areas is completed the Grantee will plant on such areas bahia grass which may be useful for soil stabilization, wildlife food or cover or other conservation purposes. In all other areas clearing shall consist of the complete removal of all pine trees, melaleuca trees and those cypress trees that are in excess of fifteen feet in height that lie within the right of way. Other underbrush, grass, or tree growth such as willow, scrub oak, water oak, or sweetgum shall not be disturbed other than when necessary, useful, or convenient for the construction, installation and maintenance of the facilities for which this easement is acquired. If any of the existing vegetation that is to be left is damaged, it shall be pruned if practicable and left in place. Severely damaged vegetation shall be removed completely and disposed of. It is not the intent of the Company to completely strip the land. Also the right to cut and remove from said premises of the Grantor, adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger wires or cables attached thereto, or any structure on the said premises; and the right of ingress and egress over said premises at any and all times for the purpose of patrolling the lines or repairing, renewing or adding to the works and structures thereon erected, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted; also the privilege at the termination of this grant of removing at any time any or all of the improvements, works and fixtures erected upon or over the said lands.

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, provided that if such gates are not upon or immediately adjacent to the above described premises they shall be situated at locations mutually acceptable to the Grantor and the Grantee. The Grantee shall, upon request by the Grantor, install culverts within said easement to adequately maintain the existing water conditions of Grantor's property adjacent and contiguous to said easement.

Reserving to the Grantor, however, the right and privilege to use the parcel of land described for wildlife management and all other purposes except as herein stated or as might interfere with Grantee's use, occupation or enjoyment thereof, provided that said lands shall not be planted in trees that would normally be expected to exceed fifteen feet in height. As a part of the consideration paid by the Grantee the Grantor accepts the responsibility of preventing any trees, or vegetation on the above described premises from exceeding 15 feet in height above the now existing ground level. The Grantor, when and to the extent authorized by law, shall indemnify, protect and hold the Grantee harmless, without regard to negligence, against all claims, liens, demands and judgments attributable in whole or in part to Grantors exercise of or failure to exercise such responsibility. Provided further, that no building or structures, other than fences, provided that said fences do not interfere with Grantee's use occupation or enjoyment of said parcels of land, will be located or constructed by the Grantor on said parcels of land and provided further, that the Grantor shall not excavate any portion of the right of way without written permission of the Grantee and the Grantee shall not excavate any portion of the right of way without written permission of the Grantor, which permission shall not be unreasonably withheld.

By its acceptance of the easement herein granted and the installation of the facilities provided for hereunder, Florida Power & Light 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.

Grantee further agrees and does hereby release 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.

The Grantee further agrees to provide for the disposition of brush, refuse and timber resulting from clearing of the land, in a manner satisfactory to the Grantor and to repair or replace any fences that should be damaged by them.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed in their names and their duly authorized officers, and their seals to be properly affixed this ____ day of _____, A.D. 1973

FLORIDA GAME AND FRESH WATER FISH COMMISSION

By: Howard Wilson
Chairman

Attest: [illegible]
Director

FLORIDA POWER & LIGHT COMPANY

By: _____
Vice President

Attest: _____
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF LEON) ss.

I HEREBY CERTIFY that on this ____ day of _____, A.D. 1973, before me personally appeared _____ and _____, Chairman and Director, respectively, of the 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. 1973.

_____
Notary Public for the State of Florida

My Commission Expires:

EXHIBIT B

Properties to be conveyed to Florida Game and Fresh Water Fish Commission:

Parcel No. 1

All that part of Section 6, Township 42 South, Range 39 East, Palm Beach County, Florida, lying North and East of C&SFFCD L-8 Canal.

Parcel No. 2

All of Government Lot 13 and Government Lot 14, less the North 400 Feet of the East 857 Feet (of Government Lot 14), Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida. Subject to reservations in favor of United States of America as set forth in Deed Book 979 at Page 478, Palm Beach County Records.

The Sellers of this property have been given a letter of permission, dated July 3, 1973, to occupy these properties till January 2, 1974, see copy of letter attached hereto and made a part hereof.

Parcel No. 3

The West 660 Feet of Government Lot 12, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida. Subject to reservations in favor of the Trustees of the Internal Improvement Trust Fund of the State of Florida as in Deed Book 716 at Page 271 of the Public Records of Palm Beach County, Florida and an unrecorded letter agreement dated July 27, 1973, copy of which is attached hereto and made a part hereof.

Parcel No. 4

The West 660 Feet of Government Lot 5, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida. Subject to reservations in favor of Everglades Drainage District as shown in Deed Book 806 at Page 315 of the Public Records of Palm Beach County, Florida, and reservations in favor of the Trustees of the Internal Improvement Trust Fund as in Deed Book 807 at Page 373, Palm Beach County Records. Also to evidence of payment of Federal Estate Tax and Florida Inheritance Tax of the Estate of Theo M. O'Neal, deceased, and an unrecorded letter agreement dated July 25, 1973, copy of which is attached hereto and made a part hereof.

Parcel No. 5

The West 660 Feet of Government Lot 4, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach, Florida.

EXHIBIT B (Cont'd)

Parcel No. 5 (Cont'd)

Subject to reservations in favor of Everglades Drainage District as in Deed Book 806 at Page 315, Palm Beach County Records, and reservations in favor of Trustees of Internal Improvement Trust Fund as in Deed Book 807 at Page 373, Palm Beach County, Florida. Also to evidence of the payment of Federal Estate Tax and Florida Inheritance Tax of the Estate of Theo M. O'Neal, Deceased, and an unrecorded letter agreement dated July 25, 1973, copy of which is attached hereto and made a part hereof.

The above described parcels 1 through 5 are being conveyed also subject to the following:

Right of Way agreement from R. W. Wall, Jr. et ux to Florida Power & Light Company, copy of which is attached hereto and made a part hereof, and to all matters contained in the conveyances to R. W. Wall, Jr., Trustee, and to conditions, restrictions and limitations of record and to taxes for the year 1972 and subsequent years.

Parcel 3

West Palm Beach, Florida

G. H. Tucker, Inc.
1616 East Main Street
Pahokee, Florida 33476

Gentlemen:

You are hereby given permission to use for a period of two years, commencing July 26, 1973 for cattle pasture purposes only, the following property described as:

The West 660 feet of Government Lot 12, Section 30, Township 41 South, Range 39 East, Palm Beach County, Florida; containing 20.00 acres ±.

Upon termination of this license, it may be renewed thereafter on a year to year basis, with the understanding that the property owner or his assigns may cancel this license during any renewal period by giving the Licensee thirty days notice in advance to vacate the property.

By your acceptance of this license you agree:

You will keep the property clean and clear so as to prevent it from becoming unsightly and you will see to it that no debris or trash is dumped or deposited thereon.

You will not subject the property to any lien or encumbrances and the property shall not be subject to any indebtedness that may result from your operations thereon.

Your use of the property shall not interfere or conflict with the property owner's or his assigns' use and shall be subordinate to the owner's use.

You will not cause or permit any waste on the property, including without limitation the removal of soil or fruit trees, if any.

The permission herein given is not assignable.

You will also hold the owner or his assigns harmless from any and all claims and liabilities, whether or not due to the owner's negligence, arising out of or in any way connected with your use or the use of any servant, agent, employee, invitee, or guest of yours on the lands above described.

Please signify your acceptance of this letter and of the conditions herein stated by signing and returning a copy to us.

Yours truly,

R. W. Wall, Jr., Trustee

TWI/kjc

Accepted this 27th day of July, 1973.

G. H. TUCKER, INC.

By: [illegible] Jr.
Pres.

Parcel 4

West Palm Beach, Florida

Mrs. Lena O'Neal
48 S. E. 1 Avenue
Delray Beach, Florida 33444

Dear Mrs. O'Neal:

You are hereby given permission to use for a period of two years, commencing July 26, 1973 for cattle pasture purposes only, the following property described as:

The West 660 feet of Government Lot 5, Section 30, Township 41 South, Range 39 East, Palm Beach County, Florida; containing 20 acres ±.

Upon termination of this license, it may be renewed thereafter on a year to year basis, with the understanding that the property owner or his assigns may cancel this license during any renewal period by giving the Licensee thirty days notice in advance to vacate the property.

By your acceptance of this license you agree:

You will keep the property clean and clear so as to prevent it from becoming unsightly and you will see to it that no debris or trash is dumped or deposited thereon.

You will not subject the property to any lien or encumbrances and the property shall not be subject to any indebtedness that may result from your operations thereon.

Your use of the property shall not interfere or conflict with the property owner's or his assigns' use and shall be subordinate to the owner's use.

You will not cause or permit any waste on the property, including without limitation the removal of soil or fruit trees, if any.

The permission herein given is not assignable.

You will also hold the owner or his assigns harmless from any and all claims and liabilities, whether or not due to the owner's negligence, arising out of or in any way connected with your use or the use of any servant, agent, employee, invitee, or guest of yours on the lands above described.

Please signify your acceptance of this letter and of the conditions herein stated by signing and returning a copy to us.

Yours truly,

R. W. Wall, Jr., Trustee

TWI/kjo

Accepted this 25 day of July - 1973.

Lena O'Neal

Lena O'Neal

EXHIBIT B ATTACHMENT

Parcel 5

West Palm Beach, Florida

Mr. & Mrs. R. C. Croft
Mr. & Mrs. Kenneth T. Croft
2402 Seacrest Boulevard
Delray Beach, Florida 33444

Dear Ladies & Gentlemen:

You are hereby given permission to use for a period of two years, commencing July 26, 1973 for cattle pasture purposes only, the following property described as:

The West 660 feet of Government Lot 4, Section 30, Township 41 South, Range 39 East, Palm Beach County, Florida; containing 20 acres ±.

Upon termination of this license, it may be renewed thereafter on a year to year basis, with the understanding that the property owner or his assigns may cancel this license during any renewal period by giving the Licensee thirty days notice in advance to vacate the property.

By your acceptance of this license you agree:

You will keep the property clean and clear so as to prevent it from becoming unsightly and you will see to it that no debris or trash is dumped or deposited thereon.

You will not subject the property to any lien or encumbrances and the property shall not be subject to any indebtedness that may result from your operations thereon.

Your use of the property shall not interfere or conflict with the property owner's or his assigns' use and shall be subordinate to the owner's use.

You will not cause or permit any waste on the property, including without limitation the removal of soil or fruit trees, if any.

The permission herein given is not assignable.

You will also hold the owner or his assigns harmless from any and all claims and liabilities, whether or not due to the owner's negligence, arising out of or in any way connected with your use or the use of any servant, agent, employee, invitee, or guest of yours on the lands above described.

Please signify your acceptance of this letter and of the conditions herein stated by signing and returning a copy to us.

Yours truly,

R. W. Wall, Jr., Trustee

TWI/kjc

Accepted this 25th day of July 1973.

R. C. Croft

Mayme Louise Croft

Kenneth T. Croft

Jean Croft

EXHIBIT B ATTACHMENT

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that R. W. WALL, JR., individually and as Trustee, joined by his wife JOYCE H. WALL, of the County of Dade and State of Florida in consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, do 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, Miami, Florida 33101 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 660 feet in width to be used for the construction, operation and maintenance of one or more overhead electric transmission and distribution lines and one or more underground pipe lines (Including poles, "H" frame structures, towers and anchors, together with support pads for any and all of the aforesaid; wires, cables, conduits and guys; telephone and telegraph lines; access roads within the right-of-way; and appurtenant equipment for any and all of said lines) for the transmission of electricity, communications, gas and petroleum products in, over, under, upon and across the following described lands of the Grantors, situated in the County of Palm Beach and State of Florida and more particularly described as follows:

Parcel #1:

A strip of land 660 feet in width lying North and East of and adjacent to the Northeast right of way line of the C&SFFCD L-8 Canal in Section 6, Township 42 South, Range 39 East, lying and being in Palm Beach County, Florida.

Parcel #2:

The West 660 feet of Government Lot 13, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida.

Parcel #3:

The West 660 feet of Government Lot 12, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida.

Parcel #4:

The West 660 feet of Government Lot 5, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida.

Parcel #5:

The West 660 feet of Government Lot 4, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida.

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such facilities or any of them of the Grantee on or under the right-of-way above described, 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 right-of-way and all trees of such height on lands of Grantors adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any of them and the right to construct an access road and support pads within the right-of-way and to take fill therefrom for such purposes and also including the right of ingress and egress over adjoining lands of Grantors for the purpose of exercising this easement or all or any of the rights granted hereunder.

The Grantors, however, reserve, 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, or as might cause a hazardous condition; and provided further by way of illustration and not of limitation to the grant herein made, no portion of the right-of-way shall be excavated or altered without written permission of the Grantee or assignee and no building, structure or obstruction shall be located or constructed on said right-of-way by the Grantors, their successors, heirs or assigns.

IN WITNESS WHEREOF, the Grantor s have executed this agreement this

____ day of _____, 19 ____.

Signed, sealed and delivered in the presence of:

_____ _____(SEAL)
R. W. Wall, Jr.

_____ _____(SEAL)
Joyce H. Wall

_____ _____(SEAL)

_____ _____(SEAL)

STATE OF FLORIDA AND COUNTY OF DADE

I, a Notary Public in and for the County and State aforesaid, do hereby certify that R. W. Wall, Jr. and Joyce H. Wall known to me, personally appeared before me and acknolwedged 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 ____ day of _____, 19____.

_____
Notary Public, State of Florida at Large

My Commission expires:

STATE OF FLORIDA AND COUNTY OF _____

I HEREBY CERTIFY that before me, personally appeared _____ _____ and _____ respectively, _____ President and _____ Secretary of _____ a Corporation organized under the Laws of the State of _____, 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 _____ in the County of _____ and State of _____ _____, this _____ day of _____, 19____.

_____
Notary Public for the State of Florida

My Commission expires:

EXHIBIT B ATTACHMENT

Parcel 2

July 3, 1973

Mr. & Mrs. Pierce W. Hackle
7468 South Jog Road
Lake Worth, Florida 33460

Dear Mr. & Mrs. Hackle:

Florida Power & Light Company owns the following described real estate:

> Government Lots 13 and 14, less the North 400 feet of the East 857 feet, Section 30, Township 41 South, Range 39 East, Palm Beach County, Florida.

This letter provides you permission to occupy the premises which we have purchased from you as above described until January 2, 1974.

There will be no rent or other charge to you for this use of the property but the permission is granted and received with the express understanding that in lieu of any rent or other charge you agree that you will be responsible for any damage to the property resulting from the occupancy of the property by you and you further agree to protect and hold harmless R. W. Wall, Jr. and the Florida Power & Light Company from any loss, liability, cost or expense resulting from the occupancy and use of the property by you.

If these conditions are acceptable, please signify your consent by signing and returning the extra copy of this letter.

Sincerely,

T. W. Irwin,
Right-of-Way Representative

TWI/kjc

1-15-74

ACCEPTED AND AGREED TO:

Pierce W. Hackle

Wilma B. Hackle

J.W. Corbett

RIGHT-OF-WAY AGREEMENT

**FLORIDA GAME AND FRESH
WATER FISH COMMISSION**

RIGHT-OF-WAY AGREEMENT

THIS INDENTURE made this 6th 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 (55 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

Northeasterly on a line to a point, said point being the common section 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 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 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

said right of way. Grantor shall not excavate any portion of the right of 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

Vice President

Secretary

FLORIDA GAME AND FRESH WATER FISH COMMISSION

Chairman

ATTEST:

Director

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this 26th day of July A. D. 1963, before me personally appeared Ed Madsen and A. D. Aldrich 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 26th day of July A. D. 1963.

Hilda M. Elkins
Notary Public for the State of Florida

My commission expires: Notary Public, State of Florida at Large
~~My Commission Expires Mar. 20, 1965~~
Bonded By American Fire & Casualty Co.

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this 6th day of August A. D., 1963, before me personally appeared Ben H. Fuqua 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 August A. D., 1963.

Notary Public for the State of Florida

My Commission expires: September 15, 1965

11.2.8 Contract #09126

DIVISION LOG # _____ AGREEMENT NUMBER 09126

AGREEMENT ROUTING REVIEW FORM

CONTRACTOR SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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

PROJECT TITLE LICENSE AGREEMENT BETWEEN SFWMD & FWC FOR LEVEE L-8 ACCESS

ORIGINATOR/CONTACT ROSA TORRES PHONE 488-3831 DIV./OFFICE/MAIL HGM 1R

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 _____ END DATE SEPTEMBER 1, 2059 OPTION FOR ___ YEARS

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

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	Rosa Torres	10/7/09	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	M. Brooks	10-8-09	
4. Contracts Administrator	Karl Chop	10/08/09	
5. Legal	Julie Mirabia DMT	10/12/09	
~~6. Accounting~~	S Bussey	10/15/2009	Funds Availability: N/A Yes ___ No
~~7. Exec./Div./Reg./Inst./Off. Dir. review (check below).~~			
__ Expenditure Contracts: Return to Originator for Contractor signature. X 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. Div. Dir. execute	[illegible]	10-19-09	
Originator Copy to Accounting*			Send a complete copy of the Contract & Routing Form
Originator to Contracts Administrator*	Rosa Torres	11/10/09	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

Karl Chop 11/10/09

MEMORANDUM

DATE: November 10, 2009

TO: Jeri Bailey, Contracts Administrator

FROM: Rosa Torres, OMC I, Division of Hunting & Game Management

SUBJECT: Contract No. 09126, License Agreement for Levee L-8 Access

Please find attached a fully executed agreement between the South Florida Water Management District. and the Florida Fish and Wildlife Conservation Commission. This agreement authorizes FWC to utilize the levee known as L-8 adjacent to J.W. Corbett Wildlife Management Area (WMA). This agreement grants non-exclusive public access thereon to and from the levee to provide access to portions of the WMA that are otherwise difficult or impossible to reach, as well as access for maintenance and management purposes.

Please call me at 488-3831 ext.17281 should you have any questions.

Thank you for your assistance.

ORIGINAL

(SFWMD Contract No. 4600001919) FWC Contract No. 09126

LICENSE

AGREEMENT

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

This License Agreement (the "**LICENSE**") entered into this 2nd day of November, 2009 by and between the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida (**"DISTRICT"**), and the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**, an agency of the State of Florida (**"COMMISSION"**)

WITNESSETH:

WHEREAS, pursuant to that certain instrument, dated February 29, 1950 and recorded in Deed Book 900, page 379, public records of Palm Beach, County, Florida, the State Board of Education of the State of Florida granted to the Central and Southern Florida Flood Control District ("CSFFCD"), n/k/a the South Florida Water Management District, an easement in and to that certain real property located in Section 16, Township 42 South, Range 39 East, Palm Beach County, Florida, as identified on Exhibit "A" attached hereto and incorporated herein by reference (the "BOE Easement Area"), for any and all purposes incident to construction, maintenance and operation of the CSFFCD (the "BOE Easement"); and

WHEREAS, pursuant to that certain instrument, dated June 5, 1950 and recorded in Deed Book 910, page 364, public records of Palm Beach County, Florida, Southern States Land and Timber Corporation granted to CSFFCD, n/k/a the South Florida Water Management District, and easement in and to that portion of the Premises located in Sections 5, 6, 8, 9, 15, 22, 23, 25, 26, and 36 Township 42 South, Range 39 East, Palm Beach County, as identified on Exhibit "A", attached hereto and incorporated herein by reference (the "Southern States Easement Area") also for any and all purposes incident to construction, maintenance and operation of the CSFFCD (the "Southern States Easement"); and

WHEREAS, the BOE Easement Area and the Southern States Easement Area shall hereinafter be referred to collectively as the "Premises"; and

WHEREAS, the **DISTRICT** operates and maintains that portion of the levee known as the "L-8" located on the Premises; and

WHEREAS, the L-8 levee has been adopted by the **DISTRICT** as a "Work of the District"; and

WHEREAS, pursuant to Rule 40E-7.521(25), F.A.C., levees adopted by the **DISTRICT** as "Works of the District" are considered "Rights of Way" for purposes of Rule 40E-7.5381, F.A.C., concerning public access to and recreational use of the **DISTRICT's** Rights of Way; and

WHEREAS, Rule 40E-7.5.381(4), F.A.C., specifically prohibits the operation of a motor vehicle, off highway vehicle and all terrain vehicle on **DISTRICT** Rights of Way that have not been affirmatively opened to the public as a roadway or parking area; and

WHEREAS, pursuant to that certain Stipulated Amended Final Judgment, Case No. 07-81208, dated February 7, 2008, recorded in O.R. Book 22373, page 1402 of the public records of Palm Beach County, Florida, the **DISTRICT** and Gulfstream Natural Gas Systems, L.L.C. ("Gulfstream") entered into that certain Non-Exclusive Pipeline Easement Agreement (the "Gulfstream Easement") whereby the **DISTRICT** granted to Gulfstream a non-exclusive easement with respect to certain real property, including portions of the Premises (the "Gulfstream Easement Area"), for the purpose of constructing, maintaining and operating a 30-inch natural gas transmission line; and

WHEREAS, the **COMMISSION** owns and manages certain property located adjacent to the Premises commonly referred to as the J.W. Corbett Wildlife Management Area (the "WMA"); and

WHEREAS, the **COMMISSION** desires to expand the boundary of the WMA to include the Premises for the purpose of allowing public access, as well as access by the **COMMISSSION** for management of the WMA, including vehicular access, thereon to provide access to portions of the WMA that are otherwise difficult or impossible to reach; and

WHEREAS, the **DISTRICT** is amenable to granting access to the **COMMISSION** on, over and across the Premises for the purpose of allowing public access (vehicles shall be limited to access from WMA Trail 6 only) and **COMMISSION** access for management purposes, thereon to expand access to portions of the WMA that are otherwise difficult or impossible to reach, subject to the extent of the **DISTRICT's** interest in and to the Premises and subject to those certain terms and conditions set forth herein below; and

WHEREAS, the **COMMISSION** is amenable to accepting such access, subject to those certain terms and conditions set forth herein below.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. The **COMMISSION** is hereby permitted to utilize the Premises, at the will of the **DISTRICT**, in its sole discretion, at no cost to the **DISTRICT**, for the purpose of allowing non-exclusive public access thereon to and from the Premises from the adjacent WMA, as well as access by the **COMMISSION** to and from the Premises from the WMA for maintenance and management purposes. Notwithstanding anything contained herein to the contrary, vehicular access to the Premises under this **LICENSE** shall be limited to access from WMA Trail 6, unless otherwise authorized by the **DISTRICT**. This **LICENSE** is revocable at any time in whole or in part at the will of the **DISTRICT**, in its sole and absolute discretion. If this **LICENSE** is not revoked, this **LICENSE** shall expire upon September 1, 2059. The **DISTRICT** shall have the undisputed right to access the Premises at any time.

2. The **COMMISSION** is hereby put on notice that prior to the placement of additional facilities or alterations to existing levee right of way, a right of way occupancy permit shall first be obtained from the **DISTRICT**.

3. The **COMMISSION** shall be responsible for the removal of all materials, trash and debris from the Premises; and, for the repair, replacement and such restoration as is deemed reasonably necessary by the **DISTRICT** of any sections of the Premises damaged or disturbed resulting from the activities authorized by this **LICENSE**. Restoration shall be to the satisfaction of the **DISTRICT** and include grading/re-shaping, seeding, re-sodding with Argentine Bahia or other species recognized by the **DISTRICT** as a drought tolerant species. However, the **COMMISSION** shall not be responsible for repair, replacement, or restoration necessary due to natural causes.

4. Should the authorized activities on or within the Premises or maintenance of same contribute to unnatural shoaling, erosion or wash-outs of the **DISTRICT's** right of way, berm or side slope of the canal, it shall be the **COMMISSION's** sole responsibility and expense to, upon notification from the **DISTRICT**, immediately take appropriate steps to restore the Premises to the satisfaction of the **DISTRICT**. However, the **COMMISSION** shall not be responsible for repair, replacement, or restoration necessary due to natural causes.

5. At no time shall the **COMMISSION** place permanent or semi-permanent above-ground encroachments or facilities within the Premises, unless otherwise authorized in this **LICENSE**.

6. The **COMMMISSION** shall take all necessary measures, including the installation of gates if deemed necessary by the **DISTRICT** in its sole discretion, to preclude unauthorized vehicles from accessing other portions of the L-8 Levee not contained within the Premises via the WMA. Once vehicles have entered the Premises from the adjacent WMA, under no circumstances shall such vehicles be allowed to drive on or traverse across areas within the Premises other than while driving on the portion of L-8 levee road immediately adjacent to the WMA. Notwithstanding anything contained herein to the contrary, at no time, shall any vehicles be parked in a manner that obstructs the L-8 levee road or interferes with the **DISTRICT's** operation, maintenance, repair, replacement or use of the L-8 Levee, including the Premises and any portion of the L-8 levee road outside of the Premises. The **COMMISSION**, at its sole cost and expense, shall install and maintain two (2) forms of signage on the Premises during the term of this **LICENSE**. The first, to be posted along the boundary between the WMA and the Premises, shall indicate that the discharge of firearms onto, over or on the Premises is prohibited.

The second, to be posted at the northern and southern boundaries of the Premises, shall indicate that no unauthorized vehicles are allowed on any portion of the L-8 levee road beyond the Premises.

7. The discharge of firearms and fireworks, hunting, parking vehicles or trailers in such a way as to block access along the L-8 levee road and overnight camping are prohibited on the Premises unless otherwise authorized by the **DISTRICT**.

8. No vehicular maintenance/repair activities or substances or parts associated with the repair or maintenance of vehicles/equipment shall take place, be used, stored or discarded within the Premises nor shall the Premises be used for storage or parking of equipment, associated machinery or construction trailers.

9. In keeping with Rule 40E-7.537, F.A.C., whereby the building of fires on the Premises in places "other than a grill, fireplace, or fire ring provided by the [**DISTRICT**] or other authorized management agency for such purpose" is prohibited, the parties hereto acknowledge and agree that nothing contained in this **LICENSE** is intended to, nor shall be construed to, allow the building of fires on the Premises.

10. All notices, demands, and other communications to the **COMMISSION** under this **LICENSE** shall be in writing and shall be deemed received if sent by certified mail to:

Florida Fish and Wildlife Conservation Commission
Attn: Mike Brooks
620 South Meridian Street
Tallahassee, FL 32399-1600

All notices to the DISTRICT under this LICENSE shall be in writing and shall be deemed received if sent by certified mail to:

South Florida Water Management District
Attn: Pamela Stillwell, Procurement Department
3301 Gun Club Road
Post Office Box
West Palm Beach, FL 33416-4680

The **COMMMISSION** shall reference the **DISTRICT's** Contract Number _4600001919 on all correspondence submitted to the **DISTRICT**.

In addition, in conjunction with the execution by the **COMMISSION** of this **LICENSE**, the **COMMISSION** shall provide to the **DISTRICT** a contact number available twenty four (24) hours, seven (7) days a week in the event of an emergency.

11. The **DISTRICT** makes no warranties or representations as to its interest in the Premises, or that the Premises is safe or suitable for use by the **COMMISSION**. The **COMMISSION**

acknowledges that it accepts the Premises in its "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition. In addition, as a result of continuous and ongoing **DISTRICT** projects and operations, there is a high probability that the water level on the Premises be higher than at any other time in the past. The higher water level and ongoing construction activities may be detrimental to the activities authorized under this **LICENSE**. The **DISTRICT** makes no other representations regarding these facts. The **DISTRICT** will not honor any claims for lost personal property, fixtures, equipment or the inability to access the Premises due to the raised water levels. The **DISTRICT** will not adjust its operational water schedules or water levels or construction schedule to insure that the Premises are not affected by the water levels or construction activities.

12. The **COMMISSION's** use of the Premises shall be subordinate to the **DISTRICT's** use of such lands and the surrounding property owned or controlled by the **DISTRICT** and, in the event the **COMMISSION's** rights hereunder conflict with or impair the **DISTRICT's** use of the Premises or such surrounding property, the **DISTRICT's** intended use thereof shall supersede the **COMMISSION's** rights hereunder.

13. The **DISTRICT** does not own the underlying fee title to the Premises and, therefore, grants this **LICENSE** only to the extent of its interest in the Premises. The **COMMISSION** shall be responsible for obtaining any and all other necessary federal, state, local, special district, private and underlying owner authorizations in connection with its activities conducted under this **LICENSE**. In the event the **COMMISSION** does not obtain such authorizations from the underlying owner, the **COMMISSION** shall acquire or otherwise satisfy any interest or claims made by such underlying owners with respect to the acquisition of this **LICENSE**. The **COMMISSION** further agrees to indemnify the **DISTRICT** and hold the **DISTRICT** harmless, to extent permitted by law, from any claims raised against the **DISTRICT** by any underlying owner within the Premises as it relates to the **COMMISSION's** acquisition of this **LICENSE**. The **COMMISSION** shall comply with any more stringent conditions or provisions which may be set forth in other required permits or other authorizations. The **DISTRICT**, however, assumes no duty to endure that any such authorizations have been obtained or to protect the legal rights of the underlying owner, in those instances where the **DISTRICT** owns less than fee.

14. The parties hereto also acknowledge and agree that this **LICENSE** is granted subject to the Gulfstream Easement which provides in part that no loads in excess of 20,000 pounds per axle may cross the Gulfstream Easement Area without the prior consent of Gulfstream. In the event any markers identifying the location of the Gulfstream Easement Area are damaged or moved, the **COMMISSION** shall immediately notify Gulfstream at the following address:

Gulfstream Natural Gas System, Inc.
1905 Intermodal Circle, Ste. 310
Palmetto, FL 34221
Facsimile: (941) 723-7180

with a copy to the **DISTRICT** as provided above.

15. The **LICENSEE** shall neither engage in, nor permit, any business or other activity on the Premises not expressly authorized in writing by the **DISTRICT**.

16. Throughout the term of this **LICENSE**, the **COMMISSION** shall maintain a program of self-insurance covering its liabilities for worker's compensation insurance and liability insurance as prescribed by Chapter 440, Florida Statutes, and Section 768.28, Florida Statutes, and shall provide proof of insurance coverage to the **DISTRICT** prior to entry onto the Premises. The **COMMISSION** shall also cause each of its contractors, if any, to (i) provide a certificate of insurance evidencing worker's compensation insurance in the amount prescribed by Chapter 440, Florida Statutes, and comprehensive general liability insurance in the amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) combined single limit which shall name the **DISTRICT** as an additional insured, (ii) provide the same indemnification coverage in favor of the **DISTRICT** that the contractor is required to provide to the **COMMISSION** for any work performed on the Premises, and (iii) repair any damage to the Premises resulting from the contractor's entry onto the Premises in connection with the tree harvesting. Further, the **COMMISSION** acknowledges its liability for torts, including damage to the Premises caused by the **COMMISSION** as a result of its entrance onto and occupation of the Premises, to the extent provided and allowed under Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the **COMMISSION** or the **DISTRICT** to which sovereign immunity applies. Nothing herein shall be construed as indemnification by the **COMMISSION** or the **DISTRICT** of any party whatsoever. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract.

IN WITNESS WHEROF, the parties or their duly authorized representatives hereby execute this License Agreement on the date first written above.

SFWMD PROCUREMENT APPROVED:

By: Pamela A. Sullivan

Date: 10/7/09

FORM APPROVED BY SFWMD OFFICE OF COUNSEL

By: Holly Walton

Date: 10-12-09

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: Frank Hayden

Frank Hayden, Procurement Director

Date: 11/2/09

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

By: Tawson E. Snyder

Tim Breault, Director
Division of Habitat and Species Conservation

Date: 10/22/09

Approved as to form and legality:
Julie Miaia
FWC Attorney

Exhibit A

L8 Right-of-Way

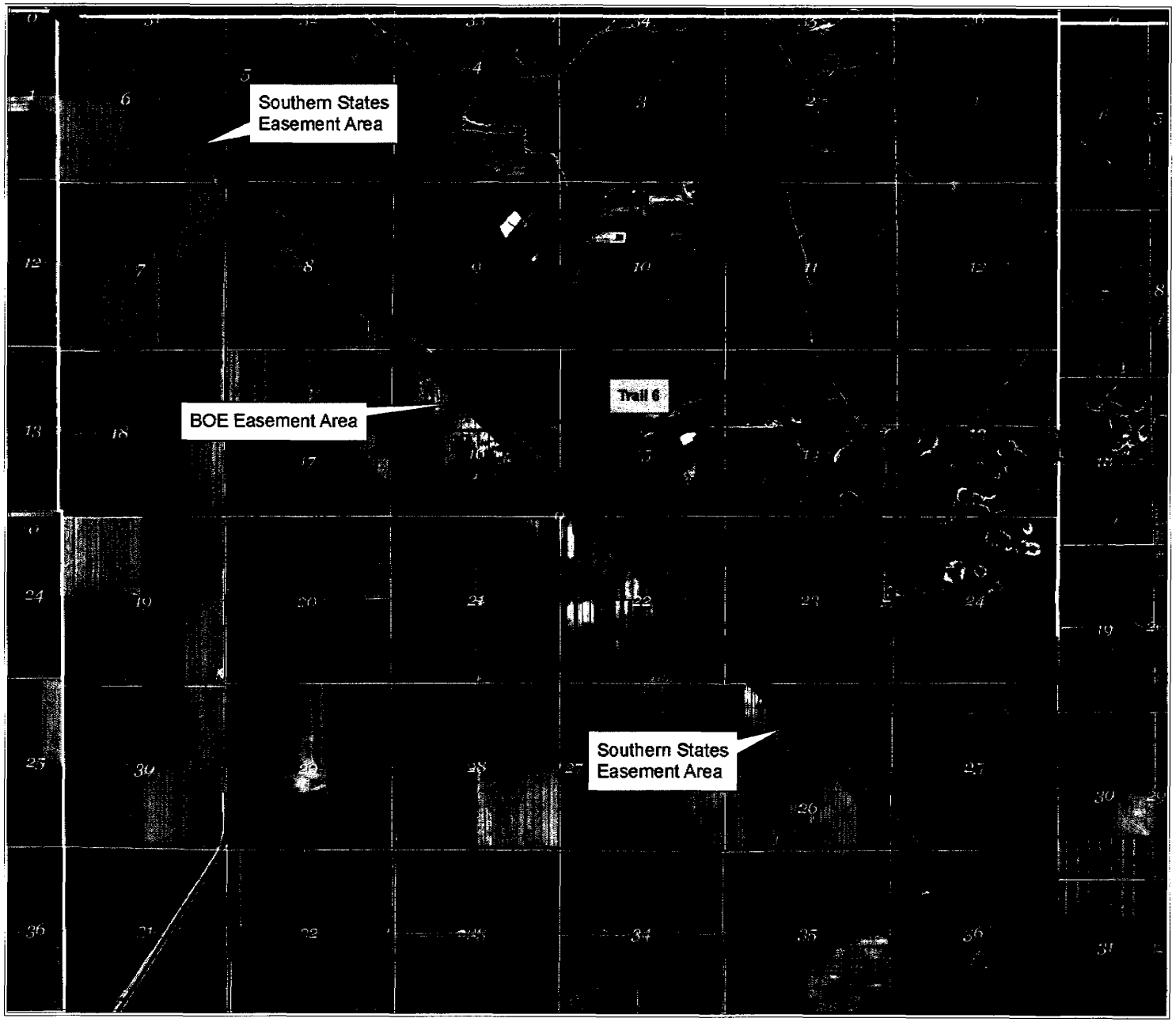
Township 42 S, Range 39 E

Legend

- Right-of-Way Easements
- J. W. Corbett Wildlife Management Area

N

0.4 0.2 0 0.4 Miles



11.2.9 Contract #07123

DIVISION LOG # NA AGREEMENT NUMBER **07123**

AGREEMENT ROUTING REVIEW FORM

CONTRACTOR SOUTH FLORIDA WATER MGT. DISTRICT HISTORY UPDATE ___

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

PROJECT TITLE: PROPOSED C-18 COMMUNICATIONS TOWER MOU JW CORBETT WMA

ORIGINATOR/CONTACT DALE 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 10/30/2007 END DATE 10/29/2032 OPTION FOR ___

TOTAL CONTRACT AMOUNT ___ PAYMENT AMOUNT ___

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

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	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		7/27/10	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*			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

7/27/10

DIVISION LOG # 1804 CONTRACT NUMBER 07123

CONTRACT ROUTING REVIEW FORM

CONTRACTOR SFWMD AND FWC

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

PROJECT TITLE PROPOSED C-18 COMMUNICATION TOWER MOU

ORIGINATOR/CONTACT RICH MOSPENS PHONE 488-3831, EXT 17289 DIV./OFFICE/MAIL HSC/THCR

_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)

CONTRACT BEGINS: _x_ DATE EXECUTED OR _____ END DATE 25 YRS FROM EXECUTION OPTION FOR _____ YEARS

TOTAL CONTRACT AMOUNT $ _____ PAYMENT AMOUNT $ _____

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

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION(LEASES) ___ NO _X (OUR EQUIP.)_ 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
		8/21/07	
1. Project Leader	M. Brooks	9-6-07	
2. Proj. Budget Mgr. (Expenditure Only)			Budget Authority: __ Existing __ New
3. Div./Reg./Inst./Off. Dir.			
4. Contracts Administrator (Office. Ops)	B. Panarchi	9/7/07	
5. Legal		10/1/07	
6. Accounting	SBussey	10/12/07 10/15/2007	Funds Availability: N/A Yes ___ No
7. Dir. of Auditing Signature for Receipt Not Approval	P. Wilmer for	10/16/07	Trevor Phillips
8. Exec./Div./Reg./Inst./Off. Dir. review (check below).		23 Oct. 2007	
__ 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		"	
Originator Copy to Accounting*			Send a complete copy of the Contract & Routing Form
Originator to Contracts Administrator*			Send executed Original Contract & Original Routing Form
Contracts Admin.. to Central Files*			

FWC 167/rev. 04/07 \SHARE\FORMS\CONROUTE.167 *See reverse for Codes/Definitions/Distribution

RECEIVED
SEP 07 2007
OFFICE OPERATIONS

RECEIVED
SEP 07 2007
FWC
Office of Inspector General
Audit Section

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION

MEMORANDUM

Date: August 21, 2007

To: Contract Reviewers

From: Rich Mospens
HSC/THCR

RE: Proposed C-18 Communication Tower Memorandum of Understanding (FWC Contract # 07123) between the South Florida Water Management District (SFWMD) and the Florida Fish and Wildlife Conservation Commission (FWC), J. W. Corbett Wildlife Management Area

Included herewith please find two originals of the referenced memorandum of understanding for your review and execution.

Over the years, FWC has owned and operated a communication tower on the concerned location with the SFWMD having at least one antenna located thereon. That tower's condition eventually deteriorated to the point where FWC agreed with the SFWMD to execute a 25-year lease agreement, dated 12/1/06 (copy attached), to turn over the tower to them for their dismantling the tower and erecting a new tower in its place. That lease agreement (Section 3.4) contains a provision that allows FWC to use and occupy the tower as agreed by the parties. The parties have agreed FWC may have one VHF antenna and transmission line and three 6 GHz microwave antennas and transmission lines to support future FWC communications. In addition, the SFWMD is to allow FWC to use certain space within an on-site concrete block communication equipment shelter for the FWC communications equipment cabinets and racks.

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 488-3831, ext. 17289 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 each original of the contract, 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.

SFWMD Comm. Tower MOU
Corbett WMA

10/18/07 - 10:00 Had conf call w/ Todd Preston (ended up in TP's shop - had to go there to ensure he was on the call), Wayne Lutz 561-682-6145 & Jeff Quirsey - While waiting for WL to get on the call, I again went to Legal to look for the MOU - per Pam, she had sent it to Acctg a few days previous - I went to Auditing - it was there. WL + TP are to coordinate moving our eqmt out of shed + into our "new" bldg - was formerly that of SFWMD

After ~~mtg~~ call, I delivered the MOU to OEA for their execution.

10/25 - c 11:20 Put MOU in DHL next day delivery to JQ - copied TP on cover letter. Also left vm to JQ of my mailing it.

11/9 - Rec'd fully executed original MOA from SFWMD

SFWMD Communication Tower MOU
Corbett WMA
561-682-2645

5/23/07 - 10:04 JQ emailed - want conf call next wk to discuss MOU - TP said available Weds - Fri (5/30-6/1) - Sent 11:10 email so telling JQ.

6/1/07 - 10:30 Conf Call
Aaron Reid & Jeff Quivey (SFWMD) + Wayne — part-time + consultant for SFWMD, Todd Preston + RCL

Expect to start foundation on tower - had steel issues w/ that delivered - brought in structural engineer - also steel design + foundation design didn't match - must get steel design set before can design foundation - must be able to withstand windloads. When steel arrived AR saw that gusset plates were 1/4" as thick as used to seeing.

Our old structure will be destroyed - still must raise tower so can switch antennas + take down old.

per Wayne, Will have our new "room" cleared by next wk so can move into it. TP will coordinate the moving of our equip (not now being used) + then put lock on door until ready for equip is ready to go live.

7/24 Rec'd MOU for FWC Atty + Executive
8/21 Started Atty process

8/22 - 10/10 Found still in legal, made copy of MOU for my file, JQ wants to set mtg to discuss MOU + mechanics of MOU (tower, antennas + equip) - May have phone conf 10/11 or 10/16 or 10/18. To send email

SF[redacted]nD Communication Tower M[redacted]
Corbett WMA

While working on the tower lease, we decided to handle our antenna, rack & the Corbett internet access detail by an MOU.

12/7/06 - Rec'd the MOU for our review.

12/12 - 1:31 Sent email to Todd Preston, asking him to get w/ me so we can meet & discuss the MOU

12/20 - ± 9:00a Saw TP @ his grand floor area & he asked me to just drop it off.
later - dropped off the MOU.

1/8/07
1/~~8/07~~ Stopped by TP's fc - saw Vic Thomas (?) - he tells me TP had "localized" prostate cancer & is to be operated on tomorrow - will be out for some time afterwards. VT is to look for the MOU

2/20 - ± 8:55a Stopped in to see VT - TP is still recovering - big problem is regaining bladder control, though TP looks good when VT saw him ± 1 days ago. VT hasn't had time to review the MOU. By email so advised Teri Schwartz, SFWMD.

3/? TP has returned, though only part-time
later - saw TP - to try to get to it.
± 5/[redacted] - TP saw my email to Jeff Quivey where I covered for him - will try to review by 5/18 & advise

JQ - Sr. Electronics Engineer, Network Engineering Section, IT Infrastructure
(o) 561-682-6359 (m) 561-352-7158

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

December 7, 2006

RECEIVED

THCR

Mr. Richard Mospens
The Florida Fish and Wildlife
Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399

Dear Mr. Mospens:

Subject: SAP# 4600000496
C-18 Tower MOU

Please find enclosed two (2) copies of the subject document. Please have them signed by an individual with signature authority on behalf of your organization. Please include documentation to demonstrate official delegation of signature authority up to the contract monetary limits.

Please return both copies to my attention, along with, if applicable and not previously submitted, a Certificate of Insurance reflecting the required coverage(s). Do not date the documents, a fully signed document will be returned to you upon execution by the South Florida Water Management District (District). Note that this document is not binding on the parties until it is approved by the appropriate level of authority within the District and executed by both parties.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

Linda Greer
Senior Contract Specialist
Procurement Department
lgreer@sfwmd.gov
(561) 682-6396
FAX: (561) 681-6275

LG/cl

Enclosure

GOVERNING BOARD

Kevin McCarty, *Chair*
Irela M. Bagué, *Vice-Chair*
Miya Burt-Stewart
Alice J. Carlson
Michael Collins
Nicolás J. Gutiérrez, Jr., Esq.
Lennart E. Lindahl, P.E.
Harkley R. Thornton
Malcolm S. Wade, Jr.

EXECUTIVE OFFICE

Carol Ann Wehle, *Executive Director*

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

July 24, 2007

Mr. Rich Mospens
Florida Fish & Wildlife Conservation Commission
620 S. Meridian ST
Tallahassee, FL 32399

Dear Mr. Mospens:

Subject: SAP #4600000496
C-18 Tower Mou

Please find enclosed two (2) copies of the subject document. Please have them signed by an individual with signature authority on behalf of your organization. Please include documentation to demonstrate official delegation of signature authority up to the contract monetary limits.

Please return both copies to my attention, along with, if applicable and not previously submitted, a Certificate of Insurance reflecting the required coverage(s). Do not date the documents, a fully signed document will be returned to you upon execution by the South Florida Water Management District (District). Note that this document is not binding on the parties until it is approved by the appropriate level of authority within the District and executed by both parties.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

Linda Greer
Senior Contract Specialist
Procurement Department
lgreer@sfwmd.gov
(561) 682-6396
FAX: (561) 681-6275

LG/cs

Enclosure

[redacted]

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

RECEIVED
NOV 09 2007
By

November 2, 2007

Mr. Rich Mospeus
Florida Fish & Wildlife Conservation Commission
620 S Meridian Street
Tallahassee, FL 32399

Dear Mr. Mospeus:

Subject: Contract # 4600000496
C-18 Tower MOU

Please find enclosed one (1) fully executed copy of the above referenced document.

Thank you for your efforts on behalf of the South Florida Water Management District (District). Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

Linda Greer
Senior Contract Specialist
Procurement Department
lgreer@sfwmd.gov
(561) 682-6396
FAX: (561) 681-6275

LG/tw

Enclosure

C:
Procurement/Original File

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

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October 25, 2007

Via DHL Next Day Delivery
#8769968069 2

Mr. Jeff Quivey
Network Engineering Section, IT Infrastucture
South Florida Water Management District
3301 Gun Club Road, MSC 6380
West Palm Beach, FL 33406

Re: Memorandum of Agreement (SFWMD Contract #4600000694 and FWC Contract #07123) between the South Florida Water Management District and the Florida Fish & Wildlife Conservation Commission Covering a Communication Tower, J. W. Corbett Wildlife Management Area

Dear Mr. Quivey:

Included herewith, please find two originals of the referenced agreement which have been executed by the Florida Fish and Wildlife Conservation Commission (FWC) and are ready for review and execution by the South Florida Water Management District (SFWMD).

Upon the SFWMD executing the agreement, please return a fully executed original to me for our file. Should there be any questions, please contact me by the contact information listed hereon or by my cell phone (850-443-2514).

Thank you for your assistance relative to this matter.

Sincerely,

Richard C. Mospens
Conservation Land Manager

RCM
Enclosure

CC: Todd Preston

Mospens, Richard

From: Preston, Todd
Sent: Friday, July 06, 2007 2:28 PM
To: Mospens, Richard
Subject: RE: FWC Corbett Tower MOA

I like it much better. The tighter the lingo, the more meaningful the message. Thanks

---

From: Mospens, Richard
Sent: Friday, July 06, 2007 2:04 PM
To: Preston, Todd
Cc: Buckson, Bruce; Thomas, Vic; Yaun, Michael
Subject: RE: FWC Corbett Tower MOA

Todd,
My error - I overlooked that her suggestion was to 1.5. I had 1.1 on the brain(???). That is much more palatable, though your addition makes it much clearer. May I suggest a slight revision to your language, but your suggestion is a good one:

If in the future, additional space, over and above the four locations listed in section 1.1, on the **DISTRICT TOWER** is needed by the **COMMISSION, the DISTRICT shall make every reasonable effort to accommodate the COMMISSION with additional space.**

Thanks. -- Rich

From: Preston, Todd
Sent: Friday, July 06, 2007 1:31 PM
To: Mospens, Richard
Cc: Buckson, Bruce; Thomas, Vic
Subject: RE: FWC Corbett Tower MOA

Rich:

I read it to mean we are securely reserved the four spots listed in 1.1

The modification of 1.5 language gives us negotiating rights for the 5th through nth spots.

Possibly adding...(in addition to the four locations listed in 1.1) would suffice?

1.5 If in the future, additional space (in addition to the four locations listed in 1.1) on the **DISTRICT TOWER** is needed by the **COMMISSION**, the **DISTRICT** shall make every reasonable effort to accommodate the **COMMISSION** with additional space.

Best, Todd

From: Mospens, Richard
Sent: Friday, July 06, 2007 9:05 AM
To: Preston, Todd; Yaun, Michael
Subject: FW: FWC Corbett Tower MOA
Importance: High

Todd & Michael,

7/6/2007

Linda Greer made our changes to the MOU and was ready to proceed with execution, but came back with the following requested change. This type of change is what I feared when we did the lease and left the door open to a MOU for the technical details. Todd, correct me if I am wrong, but the reservation of the space for the 4 items mentioned in Section 1.1 was to be a true reservation - this seems to now be an attempt to try to accomodate us, but if unable, tough luck. It is more your call, but I see it as a way to possibly get around their having to hold the space for us. Thanks for your prompt input. -- Rich

From: Greer, Linda [mailto:lgreer@sfwmd.gov]
Sent: Thursday, July 05, 2007 2:36 PM
To: Mospens, Richard
Subject: RE: FWC Corbett Tower MOA

Hi Richard,
I would like to make one additional change to the MOU. Are you ok with adding "reasonable" to paragraph 1.5?

1.5 If in the future, additional space on the **DISTRICT TOWER** is needed by the **COMMISSION**, the **DISTRICT** shall make every reasonable effort to accommodate the **COMMISSION** with additional space.

From: Greer, Linda
Sent: Wednesday, June 27, 2007 4:15 PM
To: 'richard.mospens@myfwc.com'
Cc: Quivey, Jeff
Subject: FWC Corbett Tower MOA

Hi Richard,
I tried to make the requested changes to the MOA (see attached) with the help of our legal staff. Let me know if you have any more revisions.
Thanks,
Linda ☺

1. In the third "Whereas" paragraph, it refers to the lease under which the District is to erect a communication tower. It is through that lease that provides the Commission with the ability to take part in this MOU. Therefore, I believe the lease and not just the legal description should be referred to in this MOU. There should also be language in the MOU that its provisions should not be in contradiction to the lease, which would at least affect section 11.5. We've added the following to Article 11: "11.3 In the event any provisions of this **AGREEMENT** and any provisions of the Lease shall conflict, or appear to conflict, the provisions of the Lease shall control."

2. Page 1, First paragraph and execution page – will need to change the year to 2007. Changed.

3. Page 2, last bullet point at bottom of page – FWCC should be changed to "COMMISSION". Changed.
4. Page 4, Section 4.1 – please replace my name with "HSC/THCR Section Leader". Changed
5. Page 4, Section 4.3 – take out my name and put "Division of Habitat and Species Conservation". Changed
6. Page 5, Article 6 – The term of the MOU should coincide with that of the tower lease agreement, including, but not limited to Articles 2 and 7. I revised Article 2.1 to be consistent with the tower lease, but I didn't change Article 7, Records Retention? I'm not sure what change is required here?
7. Page 6, Section 6.1 – the timeframe either party has in which to correct deficiencies upon receipt of written notice should match that in Section 7.1 of the tower lease agreement which is 90 days. Changed.
8. Page 6, Section 8.3 – the venue should be Leon County, Florida to match the venue in the tower lease agreement. Changed
9. Page 6, Section 9.1 – should be either "sub Consultant" or "subcontractors or assigns" so as to be consistent with Section 8.1. Changed

Mospens, Richard

From: Preston, Todd
Sent: Friday, June 01, 2007 11:38 AM
To: Ali, Ranford
Cc: Lutz, Wayne; Skukowski, Bill; Thomas, Vic; Sanchez, Gary; Mospens, Richard; 'Jeff Quivey'; 'Read, Aaron'
Subject: FW: C18 Communications Site, FWCC MOU

Hey Randy:

We need to get ready to have all our radio stuff out of the SO's tin shed at Corbett. Hopefully we're the only ones that have any equipment in that shed. Wayne and you need to get together soon and plan an attack. We will not move anything into their old facility at this time, but we are inheriting their old building and its air conditioning. Their contractor will destroy and remove the tin shed.

Call me with any questions.

From: Quivey, Jeff [mailto:jquivey@sfwmd.gov]
Sent: Friday, June 01, 2007 11:19 AM
To: Greer, Linda
Cc: Mospens, Richard; Preston, Todd; Domijan, Ronald; Read, Aaron; Lutz, Wayne; Swartz, Teri; Snell, Kevin; Wood, Leslie
Subject: C18 Communications Site, FWCC MOU

Linda,

Today June 1, 2007 we had a teleconference with the FWCC regarding the Memorandum of Understanding (MOU) regarding the C-18 Communications Site. The technical aspect of the MOU was acceptable to the FWCC, however Rich Mospens had identified some non-technical changes to the document. Rich will be reviewing and redlining with track changes turned on and than forward the document directly to you today or Monday.

Rich Mospens stated that once the document has been finalized he will route it through the FWCC for legal review and signature first and then send it back to the District for our signature.

If you have a questions or comments please call Aaron Read or me.

Regards,

Jeff Quivey
Sr. Electronics Engineer
Network Engineering Section, IT Infrastructure
South Florida Water Management District
3301 Gun Club Road, MSC 6380
West Palm Beach, FL 33406
561.682.6359 Office
561.352.7158 Mobile
jquivey@sfwmd.gov

Mospens, Richard

From: Swartz, Teri [tswartz@sfwmd.gov]
Sent: Tuesday, February 20, 2007 10:00 AM
To: Mospens, Richard
Subject: RE: C-18 Tower lease agreement

That's good to know. I did see an email several weeks ago asking about the status of the MOU, but I thought it was just a miscommunication! I didn't realize that it was still being reviewed.

Teri

> **From:** Mospens, Richard [mailto:richard.mospens@MyFWC.com]
> **Sent:** Tuesday, February 20, 2007 9:35 AM
> **To:** Swartz, Teri
> **Subject:** RE: C-18 Tower lease agreement
>
> Teri,
> Glad to hear it wasn't something I missed!!!! By the way, we still owe you the MOU, but Todd Preston, my communications expert, has been out since after Thanksgiving with a personal medical matter. His communications compatriot is supposed to assist, but he's bogged down doing two jobs at this time. Hopefully, we will be able to get it moving in the not too distant future. -- Rich
>
> **From:** Swartz, Teri [mailto:tswartz@sfwmd.gov]
> **Sent:** Tuesday, February 20, 2007 8:34 AM
> **To:** Mospens, Richard
> **Subject:** RE: C-18 Tower lease agreement
>
> Rich-
> I really have no idea…I guess this one just got stuck in the pipeline! To my knowledge, we are off and running on the tower design, soon to be followed by construction. Sorry about that!
>
> ***Teri Swartz***
> *Staff Engineer*
> *Engineering & Construction Department*
> *(561)682-2505*
>
> > **From:** Mospens, Richard [mailto:richard.mospens@MyFWC.com]
> > **Sent:** Friday, February 16, 2007 5:44 PM
> > **To:** Swartz, Teri
> > **Subject:** RE: C-18 Tower lease agreement
> >
> > Teri,
> > Is there a reason this just came to me? Am I delinquent on some way unbeknownst to me? Thanks for any enlightenment you can provide. - Rich
> >
> > **From:** Swartz, Teri [mailto:tswartz@sfwmd.gov]
> > **Sent:** Friday, December 01, 2006 3:40 PM
> > **To:** Mospens, Richard
> > **Subject:** RE: C-18 Tower lease agreement
> >
> > Thanks, that makes my day!!! I'll watch for it on Monday.
> >
> > ***Teri Swartz***

2/20/2007

Staff Engineer
Engineering & Project Management Division
Engineering & Construction Department
(561)682-2505

From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Friday, December 01, 2006 3:37 PM
To: Swartz, Teri
Cc: Preston, Todd
Subject: RE: C-18 Tower lease agreement

Teri -- Funny you should contact me. It was fully executed earlier today. I received an email that it was ready this morning, but did not have the chance to see it until a short while ago. It is now in my possession and I will get it in the epress mail (DHL) to you on Monday. I still have not resolved the other issue. I am at a loss, but will continue to work on it. Ditto to you for a good weekend, especially with receiving this news. -- Rich

From: Swartz, Teri [mailto:tswartz@sfwmd.gov]
Sent: Friday, December 01, 2006 2:45 PM
To: Mospens, Richard
Subject: C-18 Tower lease agreement

Hi Rich,
Just doing my usual status check…any new information? (I know you'll pass it on as soon as you get it, but I had to ask anyway!)

Have a good weekend,

Teri Swartz
Staff Engineer
Engineering & Project Management Division
Engineering & Construction Department
(561)682-2505

Mospens, Richard

From: Swartz, Teri [tswartz@sfwmd.gov]
Sent: Wednesday, October 25, 2006 3:05 PM
To: Mospens, Richard
Subject: C-18 legal documents

Hi Rich,
Just an update…the MOU is making its way slowly but surely through the procurement system here. From there it will go to legal for a format review and then I believe it will be forwarded to you. I don't think there should be any surprises there since the equipment needs were worked out in advance.

Have you received the lease agreement? I would appreciate it if you could keep me apprised of its progress so I can keep the construction manager informed. He's postponed the preconstruction meeting to allow time for the lease execution.

Thanks!

Teri Swartz
Staff Engineer
Engineering & Project Management Division
Engineering & Construction Department
(561)682-2505

Mospens, Richard

From: Read, Aaron [aread@sfwmd.gov]
Sent: Monday, August 21, 2006 4:55 PM
To: Preston, Todd
Cc: randford.ali@MyFWC.com; Mospens, Richard; Lew Phillips; Jeff Quivey; Wood, Leslie; Swartz, Teri
Subject: C-18 Tower Replacement, FWCC & SFWMD Sharing Specifications

Attachments: SFWMD_FWCC_MOU_Letter_20060815.doc

SFWMD_FWCC
J_Letter_20060

Todd,

This e-mail is prepared to transmit the C-18 Communications site FWCC shared use specifications and details that was discussed during our site visit at the tower site where Randy Ali was in attendance. Please see the attached word document (SFWMD_FWCC_MOU_Letter_20060815.doc) which describes out lines the facilities sharing agreement between the FWCC and SFWMD.

The purpose of this document is to facilitate the completion the specific parameters related to the sharing of the C-18 tower facility between the FWCC and the SFWMD. Jeff Quivey of RCC Consultants is actively coordinating a teleconference between the FWCC and SFWMD to review and discuss the specifics to the sharing specifications.

Finally, RCC Consultants has competed the high level analysis of the use of the un-licensed microwave links to support data communications between the Corbett field office, Pine Jog Camp, and the FWCC North Lake regional office. This consulting effort was commissioned to support the FWCC with a solution to the data communications connectivity needs at the Corbett Wild Life Management area. The impact to the C-18 Tower site if the FWCC should implement this solution is reflected in the attached document. The conceptual designs and cost estimates will be forwarding in short order to support the FWCC planning and budgeting efforts.

Please call me at any time if you any questions.

Sincerely,

Aaron Carl Read, RCDD
Senior Electronics Engineer
Network Engineering Section, IT Infrastructure South Florida Water Management District
3301 Gun Club Road, MSC 6380
West Palm Beach, Florida 33406
561-682-2261 Office
561-682-5309 Fax
561-722-2449 Mobile
aread@sfwmd.gov

August 15, 2006

Aaron Read
South Florida Water Management District

RE: C18 Tower Site – Memo of Understanding

Dear Aaron:

Based on previous discussions with District and FWCC personnel, RCC has prepared a Memo of Understanding (MOU) between the District and the FWCC for the shared use of the new 310' C18 communications tower facilities.

The District wishes to continue the mutual use of the tower site with the FWCC and has allocated space on the new communications tower for installation of one VHF antenna and transmission line and three 6 GHz microwave antennas and transmission lines to support future FWCC communications. The 6 GHz wireless links are planned to provide network connectivity between the FWCC office at 8535 Northlake Boulevard and the FWCC field office located in the J. W. Corbett Wildlife Management Area. A 6 GHz wireless link is also planned between the C18 tower site and the Youth Conservation Camp which is operated by Florida Atlantic University (FAU). The following designated future loads are reserved for the FWCC:

- (1) - 6 GHz, 2' parabolic dish with EW52 waveguide for the Northlake office unlicensed link @ 300' and an azimuth of 110.4°.
- (1) - 1', 6 GHz panel antenna with LDF4.5-50 transmission line @ 180' and an azimuth of 244.9° for the Corbett field office unlicensed link.
- (1) - 1', 6 GHz panel antenna with LDF4.5-50 transmission line @ 140' and an azimuth of 298.4° for the Youth Camp unlicensed link.
- (1) - DB264 VHF antenna with LDF5-50 transmission line, 2' side mount @ 255' to tip and installed on the western side of the tower.

The older concrete block communication equipment shelter contains an equipment room and a generator room. The District has reserved space in the equipment room for FWCC communications equipment cabinets and racks. The District will remove the equipment and debris presently stored in the equipment shelter and will furnish the following items to the FWCC:

- Site access to the perimeter fence gate and the older concrete block communications shelter for the purpose of maintenance of FWCC equipment located in the older concrete block communications shelter.
- (1) – 60 amp, single-phase, electrical circuit which is connected to the District's backup power generator system. The District-owned Joslyn brand surge

RCC Consultants, Inc.
2425 Millcreek Court • Tallahassee, FL 32308-4375 tel (850) 224-4451 • fax (850) 224-3059

suppressor presently installed in the equipment shelter will remain for use by the FWCC.

- Waveguide cable bridge from the new tower to the transmission line entry port located on the equipment shelter.
- Single-point ground connection from the new tower site ground system to the equipment shelter.
- The District-owned air conditioning equipment will remain for use by the FWCC; however, the FWCC will be responsible for all repairs and maintenance of the two air conditioning units.

The District shall be under no obligation to furnish equipment or services to the FWCC other than the items listed in this document. Please let me know if you have any questions.

Sincerely,

Lew Phillips

Lew Phillips
Senior Consultant

cc: Aaron Read, SFWMD: Jeff Quivey, RCC

File: SFWMD_FWCC_MOU_Letter_20060815.doc

THCR FILE CHECKOFF SHEET

Project Name: C-18 Communication Tower Memorandum of Agreement - SFWMD - FWC
~~WMA/WEA:~~ J. W. Corbett Date: 7/6/09

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. Remove all staples from documents and paper clip document.
		3. Pull out originals of the Contract, Routing Form, Performance Bond and Power of Attorney; copy of Insurance Certificate (if applicable); make a copy of each and insert copy in folder with other support documents. Mark as originals for Purchasing and put insider cover of file folder. **Note:** If Performance Bond and Power of Attorney and/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 Producing Contracts – Accounting requires "Revenue Set-up Form" to be filled out and send to Accounting along with a copy of Contract Original and copy of Routing Sheet.
		5. Label file folder as follows:

Upper Left Label:
Line 1: WMA/WEA Title: See above
Line 2: Indicate whether "Original or Amendment (Indicate Number) original
Line 3: Contractor(s) or Cooperators SFWMD - FWC

Middle Label:
Line 1: Contract Number 07123
Line 2: Term: Executed On: 10/30/2007 Ends On: 10/29/2032

Upper Right Label:
Line 1: Lease # _____ (if applicable)
Line 2: Acreage Impact (+ or -) _____
Line 3: Type of File _____ (Housing, Apiary, etc)

✓		6. Deliver THCR file folder to Purchasing for scanning.
✓		7. Upon file folder return from Purchasing, perform SharePoint linking process.
✓		8. Notify Regional Biologist by email that their WMA file folder has been updated.
✓		9. Notify Land Planning and Rosa Torres by email that a Contract process has been completed and note the Contract Number and WMA/WEA impacted.
		10. Update log book and provide File Folder to Contracts to be input into Contact Due Date Spreadsheet. File folder in THCR file cabinet.

Special Instructions. _____

Index: Indicate With "X" if Action Required, Indicate With "X" When Action Taken, Indicate With "N/A" if No Action Required

Rvsd 3/18/2010

ORIGINAL

MEMORANDUM OF AGREEMENT

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

This MEMORANDUM OF AGREEMENT ("**AGREEMENT**") is entered into on OCT 30 2007, 2007, by and between the "Parties", the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, a political subdivision of the State of Florida ("**DISTRICT**"), and the Florida Fish and Wildlife Conservation Commission, ("**COMMISSION**"), 620 South Meridian Street, Tallahassee, Florida 32399-1600, an agency of the State of Florida to accomplish the goals and purposes set forth below.

WITNESSETH THAT:

WHEREAS, the **DISTRICT** is a political subdivision of the State of Florida created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes; and

WHEREAS, the **DISTRICT** is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to section 373.083, Florida Statutes; and

WHEREAS, pursuant to that certain Lease Agreement, dated December 1, 2006 (the "Lease") the **DISTRICT** leases from the **COMMISSION** certain lands located within the area commonly referred to as the J. W. Corbett Wildlife Management Area ("Corbett"), which lands include an area comprising 0.76 acres, more or less, located in Palm Beach County, Florida, which 0.76 acres is legally described in Exhibit "A" attached to and made a part of this **AGREEMENT** (the "Premises"); and

WHEREAS, the **DISTRICT** owns a radio tower and related facilities (the "**DISTRICT TOWER**") located within the Premises on which wireless communications equipment owned by the **COMMISSION** is located; and

WHEREAS, the **COMMISSION** wishes to utilize the **DISTRICT TOWER** of the **DISTRICT** for the purpose of constructing, operating and maintaining the **COMMISSION** wireless communications equipment; and

NOW THEREFORE, the Parties, in consideration of the following and mutual benefits flowing from each to the other, do hereby agree as follows:

ARTICLE 1 -OBLIGATIONS OF THE PARTIES

1.1 The **DISTRICT** wishes to continue the mutual use of the **DISTRICT TOWER** by the **COMMISSION** and has allocated space on the new communications tower for installation of one VHF antenna and transmission line and three 6 GHz microwave antennas and transmission lines to support future **COMMISSION** communications. The 6 GHz wireless links are planned to provide network connectivity between the **COMMISSION** office at 8535 Northlake Boulevard and the **COMMISSION** field office located in the J. W. Corbett Wildlife Management Area. A 6 GHz wireless link is also planned between the C18 tower site and the Youth Conservation Camp which is operated by Florida Atlantic University (FAU). The following designated future loads are reserved for the **COMMISSION**:

- One (1) - 6 GHz, 2' parabolic dish with EW52 waveguide for the Northlake office unlicensed link @ 300' and an azimuth of 110.4°.
- One (1) - 1', 6 GHz panel antenna with LDF4.5-50 transmission line @ 180' and an azimuth of 244.9° for the Corbett field office unlicensed link.
- One (1) - 1', 6 GHz panel antenna with LDF4.5-50 transmission line @ 140' and an azimuth of 298.4° for the Youth Camp unlicensed link.
- One (1) - DB264 VHF antenna with LDF5-50 transmission line, 2' side mount @ 255' to tip and installed on the western side of the tower.

The older concrete block communication equipment shelter located on the Premises contains an equipment room and a generator room. The **DISTRICT** has reserved space in the equipment room for **COMMISSION** communications equipment cabinets and racks. The **DISTRICT** will remove the equipment and debris presently stored in the equipment shelter and will furnish the following items to the **COMMISSION**:

- Site access to the perimeter fence gate and the older concrete block communications shelter for the purpose of maintenance of **COMMISSION** equipment located in the older concrete block communications shelter.
- One (1) – 60 amp, single-phase, electrical circuit which is connected to the **DISTRICT's** backup power generator system. The **DISTRICT**-owned Joslyn brand surge suppressor presently installed in the equipment shelter will remain for use by the **COMMISSION**.
- Waveguide cable bridge from the new tower to the transmission line entry port located on the equipment shelter.
- Single-point ground connection from the new tower site ground system to the equipment shelter.
- The **DISTRICT**-owned air conditioning equipment located inside and adjacent to the shelter room that the **DISTRICT** is providing the **COMMISSION** under this **AGREEMENT** will remain for use by the **COMMISSION**; however, the **COMMISSION** will be responsible for all repairs and maintenance of the two air conditioning units.

1.4 The **DISTRICT** shall be under no obligation to furnish equipment or services to the **COMMISSION** other than the items listed in Article 1 of this **AGREEMENT**.

1.5 If in the future, additional space, over and above the four locations listed in section 1.1, on the **DISTRICT TOWER** is needed by the **COMMISSION**, the **DISTRICT** shall make every reasonable effort to accommodate the **COMMISSION** with additional space.

1.10 The **COMMISSION** will be responsible for the maintenance and operation of its equipment and antenna for the term of this **AGREEMENT.**

1.12 The **DISTRICT** will be responsible for the maintenance of the **DISTRICT TOWER,** building, generator, fencing, and the **DISTRICT'S** equipment except for items identified in section 1.1 for the term of this **AGREEMENT,** said items shall be maintained by the **COMMISSION**.

1.13 Neither party shall use nor allow to be used any equipment or frequency which would degrade, inhibit, or otherwise interfere with the other party's communication systems described in this **AGREEMENT**.

ARTICLE 2 -TERM OF THE AGREEMENT

2.1 The period of performance of this **AGREEMENT** shall commence on the last date of execution by the Parties and shall continue for a period of twenty-five (25) years and terminate twenty-five years hence, unless earlier terminated in accordance with the provisions of this **AGREEMENT,** or upon mutual consent of the Parties.

ARTICLE 3 –COMPENSATION/CONSIDERATION

3.1 Due to the common interests and collaborative intentions of the **COMMISSION** and the **DISTRICT**, neither party shall be entitled to receive monetary compensation from the other under this **AGREEMENT**.

ARTICLE 4 -PROJECT MANAGEMENT/NOTICE

4.1 The **DISTRICT** and the **COMMISSION** shall each designate a Project Manager. The Project Managers shall be responsible for coordinating all matters relating to this **AGREEMENT**.

DISTRICT:

Ronald A. Domijan, Section Manager

Network Administration, Infrastructure Division, IT Department

MSC 6380

3301 Gun Club Rd.

West Palm Beach, FL 33406

COMMISSION:

HSC/THCR Section Leader

Florida Fish and Wildlife Conservation Commission

620 South Meridian Street

Tallahassee, FL 32399-1600

4.2 The Parties shall direct all matters, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **AGREEMENT**.

4.3. All notices or other communications to the **COMMISSION** under this **AGREEMENT** shall be in writing and shall be deemed received if sent by certified mail, return receipt to:

Division of Habitat and Species Conservation

Florida Fish and Wildlife Conservation Commission

620 South Meridian Street

Tallahassee, FL 32399-1600

All notices to the **DISTRICT** under this **AGREEMENT** shall be in writing and sent by certified mail to:

Linda Greer, Sr. Contract Specialist

B-1 Building, Procurement Department

3301 Gun Club Rd.

West Palm Beach, FL 33406

The **COMMISSION** shall also provide a copy of all notices to the **DISTRICT'S** Project Manager. All notices required by this **AGREEMENT** shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **AGREEMENT** shall reference the **DISTRICT'S** Memorandum of Agreement Number 4600000496.

ARTICLE 5-INSURANCE

5.1 Both Parties under this **AGREEMENT** assume any and all risks of personal injury, bodily injury and property damage attributable to their own negligent acts or the negligent acts or omissions of its officers, employees, servants, and agents thereof, up to the limits in Section 768.28, Fla. Stat. Both Parties under this **AGREEMENT** warrant and represent that they are self-funded for worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the officers, employees, servants and agents while acting within the scope of their employment during performance under this **AGREEMENT.** Both Parties under this **AGREEMENT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

5.2 In the event the **COMMISSION** subcontracts any part or all of the work hereunder to any third party, the **COMMISSION** shall require each and every subcontractor to identify the **DISTRICT** as an additional named insured on all insurance policies as required by the **COMMISSION**. Any contract awarded by the **COMMISSION** for work under this **AGREEMENT** shall include a provision whereby the **COMMISSION's** subcontractor agrees to defend, indemnify, and pay on the behalf, save and hold the **DISTRICT** harmless from all damages arising in connection with the **COMMISSION's** subcontract.

5.3 The **COMMISSION** further acknowledges that it is solely responsible for ensuring the compliance of its employees with the terms of this **AGREEMENT.** This paragraph shall survive the expiration or termination of this **AGREEMENT.**

ARTICLE 6 –TERMINATION REMEDIES

6.1 If either party fails to fulfill its obligations under this **AGREEMENT** in a timely and proper manner, the other party shall have the right to terminate this **AGREEMENT** by giving written notice of any deficiency and by allowing the party in default ninety (90) days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this **AGREEMENT** shall terminate at the expiration of the ninety (90) day time period and the **DISTRICT** will remove all associated equipment within ninety (90) days following termination of this **AGREEMENT**.

6.2 The **DISTRICT** may terminate this **AGREEMENT** with or without cause at any time for convenience upon twenty four (24) month prior written notice to the **COMMISSION**. This **AGREEMENT** may be terminated by the **DISTRICT** in accordance with this clause whenever the **DISTRICT** shall determine that such termination is in the best interest of the **DISTRICT**. Any such termination shall be effected by delivery to the **COMMISSION** of a Notice of Termination specifying the extent to which performance of work under the **AGREEMENT** is terminated, and the date upon which such termination becomes effective.

ARTICLE 7 -RECORDS RETENTION

7.1 Both Parties shall maintain records as required by law and the **DISTRICT** shall have inspection and audit rights provide by law as follows:

A. Maintenance of Records: Both Parties shall maintain all financial and non- financial records and reports directly or indirectly related to the negotiation or performance of this **MOA** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance under this **AGREEMENT**.

B. Examination of Records: Both Parties or their designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five years from completing performance under this **AGREEMENT** and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that either party should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, both Parties shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute, and all such records shall be made readily available to either party.

ARTICLE 8 -STANDARDS OF COMPLIANCE

8.1 Both Parties and their respective employees, subcontractors, sub consultants or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **AGREEMENT.** Both Parties undertake no duty to ensure such compliance, but will attempt to advise the other, upon request, as to any such laws of which it has present knowledge.

8.2 Both Parties hereby assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or otherwise subjected to discrimination in any activity under this **AGREEMENT**. Both Parties shall take all measures necessary to implement these.

8.3 The laws of the State of Florida shall govern all aspects of this **AGREEMENT**. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in brought under state law in Leon County, Florida.

ARTICLE 9 -SAFETY REQUIREMENTS

9.1 Both the **DISTRICT** and the **COMMISSION** shall require appropriate personal protective equipment for each of their own employees, sub consultants, subcontractors or assigns during all operations where there is exposure to hazardous conditions.

9.2 Both the **DISTRICT** and the **COMMISSION** shall each instruct their own employees and sub consultants, subcontractors or assigns, required to handle or use toxic materials or other harmful substances regarding their safe handling and use, including instruction on the potential hazards, personal hygiene and require personal protective measures. Upon request, a Material Safety Data Sheet (MSDS) shall be provided by the **COMMISSION**.

9.3 The **DISTRICT** and the **COMMISSION** shall comply with the standards and

regulations set forth by the Occupational Safety and Health Administration (OSHA), the Florida Department of Labor and Employment Security and all other appropriate federal, state, local or **DISTRICT** safety and health standards.

ARTICLE 10 -RELATIONSHIP BETWEEN THE PARTIES

10.1 Each party is an independent entity and is not an employee or agent of the other. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of an independent entity, between the **DISTRICT** and the **COMMISSION,** its employees, agents, subcontractors, or assigns, during or after the performance of this **AGREEMENT.**

10.2 Neither party warrants or represents that the **PREMISES** are safe or suitable for the other party's permitted and intended use, and each party assumes all risks in its use of the facility.

10.3 It is the intent and understanding of the Parties that this **AGREEMENT** is solely for the benefit of the **COMMISSION** and the **DISTRICT.** No person or entity other than the **COMMISSION** or the **DISTRICT** shall have any rights or privileges under this **AGREEMENT** in any capacity whatsoever, either as third-party beneficiary or otherwise.

10.4 Neither the **DISTRICT** nor the **COMMISSION** shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other party. Any attempted assignment in violation of this provision shall be void.

10.5 Neither the **DISTRICT** nor the **COMMISSION** shall pledge the other party's credit or make the other party a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10.6 Neither the **DISTRICT** nor the **COMMISSION** assumes duty with regard to the supervision of the other party, and both Parties shall remain solely responsible for compliance with all safety requirements, and for the safety of all persons and property at the site of contract performance.

ARTICLE 11 -GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this **AGREEMENT** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **AGREEMENT** that arises from fires, floods, strikes, embargoes, acts of a public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **AGREEMENT** shall otherwise remain in effect.

11.2 In the event any provisions of this **AGREEMENT** shall conflict, or appear to conflict, the **AGREEMENT**, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

11.3 In the event any provisions of this **AGREEMENT** and any provisions of the Lease shall

conflict, or appear to conflict, the provisions of the Lease shall control.

11.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.5 Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.6 Other than the Lease as provided in paragraph 11.3 above, this **AGREEMENT** states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matter of this **AGREEMENT**. Both Parties recognize that any representations, statements or negotiations made by the other party's staff do not suffice to legally bind the party in a contractual relationship unless they have been reduced to writing and signed by an authorized representative of the other party to be bound. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

(Corporate Seal)

BOARD OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT
STATE OF FLORIDA
SEAL
Established 1949

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ATTEST:

Jacki McCarty

Print Name: Jacki McCarty
As its: District Clerk

By: Frank Hayden

Frank Hayden, Procurement Director

Date: 10/30/07

Witnesses:

Print Name: Alejandro Quintero

Print Name: Sharman Rose

SFWMD PROCUREMENT APPROVED

By:

Date: 7/3/07

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by _____, the _____ of the South Florida Water Management District, a public corporation of the State of Florida, who is personally known to me.

CATHY WIDNESS
MY COMMISSION EXPIRES June 25, 2010
#DD 549834
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Cathy Widness

Notary Public

Cathy Widness

Print

My Commission Expires: 6/25/2010

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

By: Victor J Heller

Title: Assist. Exec. Director

Signed, sealed and delivered
in the presence of:

Sarah Bajoczky
Print Name: Sarah Bajoczky

Sabrina Menendez
Print Name: Sabrina Menendez

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Commission Attorney

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 23 day of October, 2007 by Victor Heller, the Asst. Exec. Director of the Florida Fish and Wildlife Conservation Commission, who is personally known to me.

Kathleen L Hampton
Notary Public
Kathleen L. Hampton
Print
My Commission Expires: 6/26/10

NOTARY PUBLIC-STATE OF FLORIDA
Kathleen Louise Hampton
Commission # DD568288
Expires: JUNE 26, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"
TOWER SITE AND INGRESS AND EGRESS EASEMENT

INGRESS AND EGRESS EASEMENT

A strip of land 20 feet in width located in the Northeast Quarter (NE ¼) of Section 1, Township 42 South, Range 40 East, Palm Beach County, Florida, lying 10 feet on each side of the following described centerline.

Commencing at the Northeast corner of said Section 1.
Thence, South 00° 18' 02" East along the East line of said Section 1, also being the Centerline of Seminole-Pratt and Whitney Road as recorded in Road Book 4, page 124 of the Palm Beach County Records a distance of 212.11 feet.
Thence, South 84° 57' 25" West a distance of 60.21 feet to the West Right of Way Line of said Seminole-Pratt and Whitney Road and the **Point of Beginning.**
Thence, continue South 84° 57' 25" West a distance of 4.11 feet.
Thence, South 70° 40' 45" West a distance of 104.99 feet to the beginning of a curve concave to the East having a radius of 71.50 feet.
Thence, Southerly 118.03 feet along said curve through an angle of 94° 34' 56" to the end of said course.
Thence, South 23° 54' 07" East a distance of 56.44 feet to the beginning of a curve concave to the West having a radius of 86.00 feet.
Thence, Southerly 77.98 feet along said curve through an angle of 51° 57' 09" to the end of said curve.
Thence, South 28° 03' 00" West a distance of 220.50 feet.
Thence, South 33° 10' 14" West a distance of 20.29 feet.
Thence, 65° 20' 41" West a distance of 7.63 feet to Point "A" and the end of said Centerline.

Together with:
A tract of land located in the said Northeast quarter of Section 1, more particularly described as follows:
Beginning at said Point "A",
Thence, North 23° 08' 42" West a distance of 20.33 feet.
Thence, South 66° 51' 18" West a distance of 82.00 feet.
Thence, North 23° 08' 42" West a distance of 20.00 feet.
Thence, South 66° 51' 18" West a distance of 82.00 feet.
Thence, South 23° 08' 42" East a distance of 130.00 feet.
Thence, North 66° 51' 18" East a distance of 82.00 feet.
Thence, South 23° 08' 42" East a distance of 14.00 feet.
Thence, North 66° 51' 18" East a distance of 82.00 feet.
Thence, North 23° 08' 42" West a distance of 69.00 feet.
Thence, North 66° 51' 18" East a distance of 10.00 feet.
Thence, North 23° 08' 42" West a distance of 14.00 feet.
Thence, South 66° 51' 18" West a distance of 10.00 feet.
Thence, North 23° 08' 42" West a distance of 20.67 feet to the **Point of Beginning.**

Containing 0.28 acres, more or less, for Ingress and Egress and 0.48 acres, more or less, for the tower site, totaling 0.76 acres, more or less.

This description is not valid unless accompanied by a description sketch.

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

J.W. Corbett
Wildlife Management Area
Management Plan

Palm Beach County, Florida
6:30 P.M. Wednesday, July 24, 2024

Palm Beach County Vista Chambers
2300 North Jog Road,
West Palm Beach, Florida 33411

PURPOSE: To receive public comment regarding considerations for the FWC ten-year Land Management Plan for the J.W. Corbett Wildlife Management Area (WMA). This hearing is being held EXCLUSIVELY for discussion of the J.W. Corbett 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 plan elements, contact Christina Omran, PWS via e-mail at Christina.Omran@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 five 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

For immediate release: June 24, 2024

Media contact: Ryan Sheets, 727-282-7642 or Ryan.Sheets@MyFWC.com

Photos available

Suggested Post: Join @MyFWC staff on July 24 in West Palm Beach to make your voice heard on the management of J.W. Corbett WMA. [[VIEW_THIS_URL]] #Florida #WMAzing

Help plan the future of the J.W. Corbett Wildlife Management Area

The **Florida Fish and Wildlife Conservation Commission** (FWC) invites you to attend the **J.W. Corbett Wildlife Management Area** 10-year Land Management Plan **public hearing** on **Wednesday, July 24**. The public hearing will be held at **6:30 p.m.** at the **Palm Beach County Vista Chambers** (2300 N Jog Rd, West Palm Beach, Florida 33411).

One of Florida's oldest wildlife management areas, the 60,478-acre J.W. Corbett Wildlife Management Area is located in Palm Beach County between Florida's expanding urban Gold Coast to the east and south and more rural orange groves and agricultural fields to the west. The land serves as a transitional zone for the uplands of Central Florida and the relatively flat Everglades, with some of the highest quality, relatively undisturbed pine flatwoods, hammocks, and marshes that remain in South Florida. This natural landscape provides crucial habitat for a large assemblage of imperiled, rare, and common wildlife species including the bald eagle. These conservation lands also protect important wetlands in the larger Everglades ecosystem, providing important watershed protection for Hungryland Slough and the Loxahatchee River. The J.W. Corbett WMA offers many opportunities for public recreation, including nearly year-round hunting, fishing, hiking, boating, camping, youth activities, and horseback riding.

"The J.W. Corbett WMA, named after James Wiley Corbett, a former Florida Game and Freshwater Fish Commissioner and lifelong wildlife conservation advocate, was purchased to ensure the preservation of fish, wildlife, and other natural and cultural resources for future generations, and to provide fish and wildlife-focused outdoor recreation opportunities to the public," said **Christina Omran, PWS, FWC Biological Administrator**. "This Management Plan will specify how we intend to accomplish that goal."

To obtain a copy of the draft elements of the Management Plan for J.W. Corbett WMA, call Christina Omran, PWS via email Christina.Omran@MyFWC.com.

The public is encouraged to attend and will have the opportunity to comment on and ask questions regarding the Land Management Plan. Maps, drawings and other information will be available on display.

For more information regarding this and other upcoming public hearings, visit MyFWC.com/Conservation then click "Terrestrial Conservation" and "Management." Hunting and fishing regulations will not be included in this plan or public hearing; they are addressed through a separate public process.

Visit MyFWC.com/Hunting or MyFWC.com/Fishing to learn more about hunting and fishing regulations.

Pursuant to Chapters 253 and 259, Florida Statutes, all lands purchased with public funds must have a Land Management Plan that ensures the property will be managed in a manner that is consistent with the intended purposes of the purchase.

Public participation is solicited without regard to race, national origin, sex, religion, disability, or family status. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting must notify the agency at least five 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

RS/CO/HSC

11.3.3 Newspaper

THANK YOU for your submission!

Your notice has been submitted for publication. B low a confirmation of your ord r. You w ll also receive an email confirmation.

ORDER DETAILS

Order Number:	**LSAR0130602**
Order Status:	Submitted
Classification:	Govt Public Notices
Package:	General Package
Total payment:	178.13
Payment Type:	Visa
User ID:	L0074892

ACCOUNT INFORMATION

Rachael Welsh
620 S. Meridian Street
Tallahassee, FL 32399
850-510-1823
Christina.Omran@myfwc.com
Contract ID:

PAYMENT DETAILS

Visa**********6924

TRANSACTION REPORT

Date	July 16, 2024 12:41:08 PM EDT
Amount:	178.13

PREVIEW FOR AD NUMBER LSAR0130602O

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LSAR01306020

July 18, 2024
Palm Beach Post

Public Hearing

The Florida Fish and Wildlife Conservation Commission invites you to attend the J.W. Corbett Wildlife Management Area (WMA) ten-year Land Management Plan public hearing on Wednesday, July 24 at 6:30 p.m. The meeting will be held at the Palm Beach County Vista Chambers (2300 N Jog Rd, West Palm Beach, Florida 33411).

The purpose of this meeting is to discuss and receive public comment about possible revisions to the ten-year Management Plan. "The J.W. Corbett WMA, named after James Wiley Corbett, a former Florida Game and Freshwater Fish Commissioner and lifelong wildlife conservation advocate, was purchased to ensure the preservation of fish, wildlife, and other natural and cultural resources for future generations, and to provide fish and wildlife-focused outdoor recreation opportunities to the public," said Christina

Omran, PWS, Administrator. "This Management Plan will specify how we intend to accomplish that goal."

This meeting will not address area hunting or fishing regulations. A copy of the agenda may be obtained by contacting: Christina Omran, 620 S Meridian St., FL 32399, Christina.Omran@MyFWC.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: The ADA Coordinator at (850)488-6411. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).
Publication Dates
L00000000

11.3.4 Florida Administrative Register Ad

Notice of Meeting/Workshop Hearing

FISH AND WILDLIFE CONSERVATION COMMISSION

The Florida Fish and Wildlife Conservation Commission announces a public meeting to which all persons are invited.

DATES AND TIMES: Wednesday, July 24, 2024 6:30 PM

PLACE: Palm Beach County Vista Chambers (2300 N Jog Rd, West Palm Beach, Florida 33411)

GENERAL SUBJECT MATTER TO BE CONSIDERED: The purpose of this meeting is to discuss and receive public comment about possible revisions to the Commission's ten-year Management Plan for J.W. Corbett Wildlife Management Area (WMA). This hearing is being held EXCLUSIVELY for discussion of the DRAFT J.W. Corbett WMA, 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 copy of the agenda may be obtained by contacting: Christina Omran, 620 South Meridian St., FL 32399, email: Christina.Omran@MyFWC.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: The ADA Coordinator at (850)488-6411. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: Christina Omran, 620 South Meridian St., FL 32399, email: Christina.Omran@MyFWC.com.

11.4 Public Input

11.4.1 Management Advisory Group Meeting Results

J.W. Corbett Wildlife Management Area
Management Advisory Group (MAG)
Consensus Meeting Results

June 5, 2024, Canal Point, 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 the development of a rational management concept for 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 *June 5, 2024,* at the Canal Point Community Center, in Palm Beach County. The ideas found below were provided by stakeholders for consideration in the 2024 - 2034 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.

The 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 regarding priority.

Statements following the bold-faced ideas represent a synopsis of the clarifying discussion of ideas as transcribed, summarized, and/or interpreted by the FWC recorder during the meeting. The ideas below are presented in priority order. All ideas are considered and all ideas are included in the MP appendix:

Rank	# of Votes	Score	Idea	
1.	[12]	[32]	11.	**Continue to Collaborate on Invasive Management** Manage Hungryland Slough and the shared property boundary. We have a lot of the same habitats as J.W. Corbett with the same invasives. We recently went out with staff to collaborate on how to manage species, and we meet annually to discuss invasive species.

Rank	# of Votes	Score		Idea
2.	[8]	[17]	3.	**Preserve Water** At high water time everyone wants to get rid of water, but right now there is not enough water. Thanks Jim for culverts and grants. There are different aspects, a lot has been done over the years to retain water. There's talk about dumping water in C18, all areas that we dump water in at high water time. We fought with staff over the years about where we dump water. We need to be more mindful and water is not bad. We want to have the water in there at all times - not every high water time is an emergency situation. Now in the State of Florida, retaining the water is essential.
3.	[6]	[24]	29.	**Improve Rotation of Mechanical Treatment for Turkey Habitat** In years past there was a lot of mowing and roller chopping for fields, now there are food plots planted and it was done by volunteers. We need to get back to what was done in the hay day or close to it - it is currently neglected and we want to get back to that rotation.
4.	[4]	[10]	1.	**Continue to Improve Habitat Resoration and Management**.
5.	[4]	[12]	16.	**Continue to Include Stakeholders on Habitat Restoration Activities** In years past, Florida Sportsmen Conservation Association has done a lot with FWC as far as turkey habitat, plots, and physical work. Sportsmen as a whole feel better about coming in and helping with projects as opposed to seeing what was already done. If FWC is not considering or using them then they are missing out. If you provide equipment, we will help out.
6.	[4]	[14]	4.	**Continue to Use Prescribed Fire as a Management Tool** Consider that with all the development pressures of everything around J.W. Corbett it is going to diminish the ability to use prescribed fire as a management tool. Push and do what we can to minimize negative press and feedback from locals (that's a big job). Prescribed fire is a big issue in Palm Beach County.

Rank	# of Votes	Score		Idea
7.	[3]	[5]	8.	**Continue Education and Outreach on the Foot-traffic-only Trails** More on this portion at the trails -- residents complain that there have been impacts on the trails when vehicles are used on them. There are foot traffic trails that are not being adhered to.
8.	[3]	[7]	9.	**Equestrian Specific Riding Area and Facilities** We like to make it more equestrian friendly, maybe have an area with year-round access without worrying about hunting. The biggest issue is the hunting, but it is a beautiful area, in conjunction with Indian Improvement Reservations. That whole area could be isolated to some extent for equestrian use. Provide facilities, horse specific facilities - paddocks for camping, a camping area that is equestrian specific.
9.	[3]	[7]	18.	**Consider Heavy Equipment Access When Planning Roads** Bulldozers and plows on the area need to be able to turn around and navigate. Take that into consideration when funding for maintenance and low work crossings on the western side. The south grade limits us from going south to north in response to fire. Take that into consideration. The water crossings have use and meaning and have to be there, but when decisions are being made, take it into consideration.
10.	[3]	[9]	12.	**Improve Signage for Bicycle Access and Use** There isnt anything specific for bicycles, they're allowed on all roads, so improve physical signage, online, maps. Things like bikes don't correspond with hunting, but advertise the season for cycling as well.
11.	[3]	[9]	26.	**Restore Habitats and Improve Public Safety Through Off-Road Vehicles Usage** FWC is already working on this. Look at the distruction of habitat to determine hunting means or public access. Improve safety by maintaining trails and allowing access for people to travel the trails without getting stuck or causing vehicle damage - not search and rescue issues. Provide access for hunters, but don't damage the area.

Rank	# of Votes	Score		Idea
12.	[3]	[11]	20.	**Continue Early Detection Rapidly Responding/Spreading of Invasive Species** Something that we have been doing in esclaria and other species. We want to see this continued, so they are not added to the list of what else we have to manage.
13.	[2]	[4]	2.	**Continue and Preserve the Existing Use of Traditional Off-Road Vehicles, Dog, and Camping Opportunities for Hunting** Coming from the standpoint as someone who grew up in Florida and seeing the area. Continue use of areas the way it has been.
14.	[2]	[4]	6.	**Prioritize Fire Rotation for Fire-dependent Communities** FWCs ability to conduct prescribed fire has been significantly reduced lately. Having the majority of the property being fire dependent, it is difficult to patch up and get back into rotations. We need to cooperate and use programs, because it is important to keep the fire rotation going.
15.	[2]	[4]	17.	**Improve Maintenance on Game Canals** Towards E and N, over by the powerlines and coming behind the youth camp and through the dug out. Lots of lily pads that stop people from fishing. Add another game canal from where Camp C to N and S grade meets, out to the Lake. It's a big canal with opportunities, by road 5 there are more opportunities - clean it out so it's not so choked up. It already has a lot of fishing opportunities.
16.	[2]	[4]	72.	**Leverage User Groups for Fundraising and Volunteering - Continue to Educate the Public on Recreational Opportunities and Wildife Viewing** Working with the stakeholders and user groups to expand that. I'm not sure if we have reached capacity management for J.W. Corbett as far as getting more of the public out there.
17.	[2]	[5]	63.	**Consider Replacing the Term "Non-Native" with "Nuisance" in the Management Plan**
18.	[2]	[6]	15.	**Monitor and Manage Imperiled Species**

Rank	# of Votes	Score		Idea
19.	[2]	[7]	56.	**Require Backlight-Uplight-Glare Ratings at an Absolute Minimum**
20.	[2]	[8]	28.	**Continue to Consider the Wild Hog a Game Species** Something that can be emailed about the wild hog and the benefit of it. Any size and any bag of the hog is not allowed; the hog does have a viable purpose in the ecosystem.
21.	[2]	[9]	31.	**Open Access of Indian Trail Impoundment for Recreational Fishing** A program that opens the impoundment every other month for fishing, get with the FWC to give access to impoundment, maybe a simple gate.
22.	[2]	[9]	60.	**Replace the School Board Bridge**
23.	[1]	[1]	10.	**Continue Historic Preservation Surveys** FWC out off all state agencies has the best preservation for archaeological sites. There is only a small portion of the area that has been surveyed for the archaeological sites. So, more surveys.

In accordance with the MAG representatives votes, two ideas of equal rank:

24.	[1]	[2]	38.	**Improve User Access by Updating Day-use Fee Process** The system we have now is antiquated for current funds – the iron ranger/honor box - people don't have cash and don't know about stipulation and just drive in or sometimes leave. Implement a way to electronically pay, like a kiosk. It would make it easier for LE and accounting, and would be an overall improvement to the area.
25.	[1]	[2]	62.	**Manage and Maintain Forest Resource Management**

Rank	# of Votes	Score		Idea
26.	[1]	[3]	5.	**Enhance Equestrian and Pedestrian Access to L8** At one point we had an interloper with FWC and J.W. Corbett because they were accessing T6 with buggies in the off season. The goal is to have path from the impound to the parking lot with pump station, and have a road that goes out to L8. We will provide a dry path to gain access to L8. We have put in grants, but cost has gone up so we have to hold back, but we are still interested, and the public is still interested (Tom Reinhart). The general idea is to put access to L8 on our right of way.
27.	[1]	[3]	32.	**Monitor Hydroperiod** FWC needs to look at quanitity and how long the water is staying because there is a need to hold more water, because other management relies on J.W. Corbett to hold water and maintain its hydrology.
28.	[1]	[4]	35.	**Open Access of Indian Trail Impoundment and Other Areas for Equestrian Use** Reiteration of/or collaboration with 5 and 9. We are suggesting the southern triangular area and Indian Trail Impoundment would be a good spot for equestrian use.
29.	[1]	[4]	36.	**Administratively and Publicly Acknowledge Historical and Cultural Uses of the Property** FWC agency-wide has the best resources in the state, at Fisheating Creek there are public panels on why it is important, but none of that is done at J.W. Corbett. You have to go through and educate/reeducate the manager of the resources, it needs to be better integrated into overall management.
30.	[1]	[4]	53.	**Continue Invasive and Nuisance Species Management**

Rank	# of Votes	Score		Idea
31.	[1]	[5]	25.	**Adjacent Land Acquisition** Watching remaining natural areas being purchased, bulldozed for development. We need preventative care so people aren't complaining about management activities. Purchase easements, acquire and add to all areas to enhance and expand them. Some of the already protected lands are in the sights of developers asking when they will be available. The law "in perpetuity" - developers have changed the definition to 10 years, not forever. Already protected lands are not going to be protected forever, and we need to buy more. Need to add every possible piece of land to provide buffers and protect these natural areas.
32.	[1]	[5]	39.	**Implement and Continue Evaluating the Objective Based Vegetation Monitoring**
33.	[1]	[5]	45.	**Seek World Heritage Status for Archaeological Sites** On a level of their own. The mounds are connected with other places, there's a whole series of mounds around Okeechobee. It goes back to some layers of protection for the management area, having it as a heritage site will add another layer to stop developers. It would help FWC, but would also be a protected area.
34.	[1]	[5]	48.	**Increase Bicycle Trails** There are a lot of shared trails, increase the number of things that are accessible to bicycles if available.
35.	[1]	[5]	52.	**Establish an Off-Road Vehicle Committee** Long overdue. It needs to happen because users need to understand operations and there needs to be a direct line to users. We used to have a permit about 20 years ago, but when FFS found there was a fee, they got it removed. There's no way to take away the right to use ORVs on the area without taking away everyones right. We need a group to help provide access similar to the group on big cypress.

The following items received no votes. All ideas are included in the report and management plan appendix.

Rank	# of Votes	Score		Idea
36.	[]	[]	7.	**Expand Neighborhood Outreach for Support of the Corbett Wildlife Management Area** A lot of building going on around the area. West westwood lake have building permits through the year. There's a lot of misinformation being sent to developments (J.W. Corbett is about to burst, fire and smoke out there, J.W. Corbett has been overdrained). People are complaining about smoke, water, and none of that is real, it is the opposite. Contact the neighborhoods and provide facts rather than painting it as a dangerous place.
37.	[]	[]	13.	**Do Better Control for Invasive Plant Species** In the 80's a pest plant group formed to discuss the problem of non-native plants messing up their land. Today, it is the Florida invasive species council and includes animals. Invasive is well defined, they are not from here. Melaluca and the incredible amount of time it took to get under control, brazilian pepper, climbing fern has become the number one invasive. The land grows and covers plants, if they are not controlled by burns. It needs to be controlled or we will lose natural land. Palm Beach County Environmental Resource Management does this well regarding invasive plant management.
38.	[]	[]	14.	**Continue Campground Improvements for Accessibility and Campsite Securement** The initiative is to continue to improve accessibility to users to come in and get a campsite and feel encouraged to do so without being intimidated. Improve the process of doing that. Stream line it. Have it online, permits, etc. to fairly distribute access to users to help prevent crowding on other users. For littering, manage what is being brought in and how it is being disposed of in trash/dumping sites to ensure cleanliness of the area.

Rank	# of Votes	Score		Idea
39.	[]	[]	19.	**Consider Directing Excess Freshwater Runoff to the C18 Canal** There are plans in the works to put in a reservoir next to the shooting range up there. The problem is they want to get a lot of water from Indian trail out to Okeechobee. We dump water - if it goes east of the impoundment then it can be stored, if it's west then it will go to tide. The whole basin - if there is a way to push through J.W. Corbett, clean the game canals, take water that would go to to tide and direct it to C18 – it doesn't benefit just J.W. Corbett, but also provides a lot of fresh water for Loxahatchee.
40.	[]	[]	21.	**Continue Operations Inclusions of the Everglades Youth Conservation Center** The conservation camp has been, for many years, thanks to hunstmen and sportsmen, a gem to the area. Historically, the management and camp were beneficial to each other. Having youth camp is an opportunity to have kids in the rest of the area, having the interaction of what else is there, gives an opportunity to teach the kids.
41.	[]	[]	23.	**Improved Intergovernmental Communication** In the county planning department, when improvements were being done at youth camp, permits were showing that there were no records of the building being built, so we need better communication. All development across the county comes to my desk, twice a year I have to see staff for acquisition and development areas on surrounding areas. Issues with Florida Forest Service, the only time we can see the ground is after a burn. Can't get a permit three weeks after a burn. If doing archaeological surveys, we need a lot more intergovernmental organizations. Adjacent land was dumping sewage into the water by J.W. Corbett.
42.	[]	[]	24.	**Interagency Prescribed Fire** Fire is tight knit - FWC is not letting the J.W. Corbett burners do their job, we need the regular burning back, or we need to collaborate on prescribed burns with other agencies and local groups for their awareness of the schedule and need.
43.	[]	[]	27.	**Manage and Improve Infrastructure and Facilities**

Rank	# of Votes	Score		Idea
44.	[]	[]	30.	**Consider OPS-positions for Prescribed Fire Season** Having more staffing there for the first half of the year when we are allowed to burn, having more personnel will provide more opportunities to get it done.
45.	[]	[]	33.	**Seek Ways to Improve Employee Retention** More money would help, for example onsite housing at the area would help, and they need to keep people on the area to better manage the area and keep some consistency. We are going in the right direction.
46.	[]	[]	37.	**Hydroperiod and Prescribed Fire to Maintain Diverse Natural Habitats** Number 1 clearly stated that FWC did a study. The fire issue is an issue because of the population, maybe change the in-state law, so if you move into an area where prescribed fire is being pursued, then it will override public concerns. Have them sign a waiver that they understand there is smoke so there will not be shut down. Prescribed fire has to continue. Have some legal avenue that overrides local public concern, because micro-burns are not cutting it. It needs a legal authority and if people don't like it, then move.
47.	[]	[]	40.	**Reduce Illegal Dumping Through Enforcement**
48.	[]	[]	41.	**Continue Outdoor Youth Day at the Everglades Youth Conservation Center** Make sure this continues. It is an opportunity for the public to do buggies, airboat rides, shooting, wildlife shows. It is a big opportunity for people who never come to youth camp to do everything you could do on the area within a span of five hours. Keep it up. People bring their kids, it is an important day.
49.	[]	[]	42.	**Consider Year-Round J.W. Corbett Burning** We are not allowed to burn while people are hunting. If that was considered during the planning, it would give staff more opportunities to burn during hunting months. It would open the window for a more robust burn program.

Rank	# of Votes	Score		Idea
50.	[]	[]	43.	**Consider Relocation of Trail 6** What we have seen is that depending on time of year, when trail 6 is closed during hunting season, Jeeps and such will use it because of water, it leads to the degredation of the burn, which protects water maintenance. See if we could move it farther north because people use it, and it would reduce impact.
51.	[]	[]	46.	**Continue to Address Potential Impacts of Climate Change** When the plan was written, climate change was included and I am hoping it will continue to be included in the next plan.
52.	[]	[]	47.	**Facilitate Tribal Use and Removal of Necessary Plants and Animals** The Seminole Tribe reached out, they have no access to traditional plants such as sweet grass, and they need these for traditional medical practices etc. The bearoucratic red tape is keeping them out. FWC should be able to step up and help them get something. They need to collect grasses and they no longer have access to it.
53.	[]	[]	49.	**Control Access**
54.	[]	[]	50.	**Improve Internet Access and Cellphone Reception** From a public safety standpoint, internet at the north check station would help staff. Cell service in about 60% of the area is not accessible. Having to ping phones is a lengthy process and we need access for search and rescue. If we don't have access, we need to send helicopters. Need better phone access broadcasted throughout the area. Internet at the station would help provide citations and access. There is a cellphone tower in Corbett that goes along with radios and officer safety. It would benefit public access opportunities and streamline a lot of public safety issues.
55.	[]	[]	51.	**Evaluate and Permit Research Opportunities**

Rank	# of Votes	Score		Idea
56.	[]	[]	54.	**Seek Dark Sky Certification** There's different levels and certifications of dark sky. Portions of Corbett would qualify for the most stringent. It is related to developments around area. There are very few places around that can do stargazing but its more than that; like bats and other animals. All this infrastructure and lighting, adding another protection of Corbett area might help prevent development surrounding the Corbett area.
57.	[]	[]	55.	**Acquire Funding for Archaeological Resource Monitor Training for the FWC Area Staff** Corbett is limited in staff abilities. The state through DHR offers ARM training. Everyone from LE to area staff should be taught. People are armed. Training should have people come over to teach in person on how to ID and approach people stealing artifacts.
58.	[]	[]	57.	**Increase Number of Law Enforcement Positions for the JWCWMA - Enhance Enforcement Patrol** Self-explanatory. More presence during pig and non-pig hunting season.
59.	[]	[]	58.	**Continue to Implement the WCPR**
60.	[]	[]	61.	**Continue to Support Volunteer Opportunities**
61.	[]	[]	64.	**Consider Developing a Comprehensive Historical Report of the Area**
62.	[]	[]	65.	**Maintain Fire Lines**
63.	[]	[]	66.	**Manage and Monitor Game and Non-Game Species**
64.	[]	[]	67.	**Improve Conservation Partnerships**
65.	[]	[]	68.	**Manage and Monitor Invasive and Native Species**
66.	[]	[]	69.	**Improve Control Measures for Invasive and Non-Native Animal Species**

67.	[]	[]	70.	**Continue Cooperative Relationship with the Florida Trails Association**
68.	[]	[]	71.	**Leverage User Groups to Raise Awareness for Public Use Access (Mixed Use) - Leverage User Groups for Fundraising and Volunteering**
69.	[]	[]	73.	**Implement the Findings of Hydrological Study to Meet Requirements of Hydrological Requirements of Existing Habitats**

J.W. Corbett Wildlife Management Area
MAG Meeting Participants

Name	Affiliation
Active Participants	
Danielle Devine	FWC Area Biologist
Austin Warne	FWC Law Enforcement
Marie Dessources	South Florida Water Management District
Jim Schuette	Friends of J.W. Corbett
Christian Davenport	Palm Beach County Planning
Kevin MacEwan	Florida Forest Service
Melissa Santoro	Palm Beach County Commissioner
Matt Nelson	Hunting
Ruth Haggerty	Equestrian
Christian Thibaut	Palm Beach County Environmental Resource Management
Bishop Wright	Angling
Rob Robinson	Indian Trails Improvement District
Jennifer Kraatz	Bicycling
Richard Mayrood	Florida Native Plant Society
Supportive Participants	
Marsha Ward	FWC Habitat and Species Conservation (HSC), Regional Biologist
Dan Mitchell	FWC HSC, Assistant Regional Biologist
Meghan Massatt	FWC HSC, District Biologist
Graysen Boehning	FWC Public Access Services Office (PASO) (Volunteer Program Coordinator)
Tom M. Matthews	FWC, PASO
Josiah Freese	FWC HSC, Conservation Biologist
Invited but Unable to Attend	
Jason O'Donoughue	Division of Historical Resources
Dan Hipes	Florida Natural Areas Inventory
Steve Stroh	Florida Sportsmen Conservation Association
Matthew Schwartz	South Florida Wildlands Association
Sirena Davila	Department of Environmental Protection Audubon Society
Chris Halfpap	Natural Resources Conservation Service
Janet Miller	Florida Trail Association
Ronald Rice	IFAS-Extension
Logan Benedict	FWC, Climate Resiliency
FWC Planning Personnel	
Nicholas Coppock	MAG Facilitator
Christina Omran	Notetaker, Idea Recorder
Cedar Spirk	MAG Database Entry/Idea Writer

11.4.2 Public Hearing Report

PUBLIC HEARING REPORT

FOR

J.W. CORBETT WILDLIFE MANAGEMENT AREA
MANAGEMENT PLAN

HELD BY THE

***J.W. CORBETT WILDLIFE MANAGEMENT AREA* MANAGEMENT ADVISORY GROUP**

AND THE

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

JULY 24, 2024 – PALM BEACH COUNTY, FLORIDA

The following report documents the public input that was received at the J.W. Corbett Wildlife Management Area (JWCWMA) Management Advisory Group's (MAG) public hearing for the update to the Management Plan for JWCWMA that was held at 6:30 – 8:30 PM, on July 24, 2024, at the Palm Beach County Vista Chambers in West Palm Beach, Florida.

JWCWMA Management Advisory Group Introduction:
The meeting was introduced by Jim Schuette, a JWCWMA Management Advisory Group participant, who represented the JWCWMA MAG. Mr. Schuette indicated that he was one of 21 stakeholders that attended the Florida Fish and Wildlife Conservation Commission (FWC) facilitated JWCWMA MAG meeting held on June 5, 2024. Mr. Schuette 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 JWCWMA MAG meeting report were available at the front door for the public's review. Mr. Schuette thanked everyone for attending and then introduced Ms. Christina Omran, Senior Land Conservation Planner, FWC, to facilitate and coordinate the presentation of an overview of JWCWMA, FWC's planning process, and the draft components of the JWCWMA Draft Management Plan.

Presentation on an Overview of JWCWMA and the FWC Planning Process:
FWC member Ms. Omran welcomed everyone and thanked the public for their attendance. Ms. Omran 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 JWCWMA, and not hunting and fishing regulations, indicating there is a separate public input process for FWC rule and regulation development. Ms. Omran then described the materials that were available at the

door for public review, including the JWCWMA Management Prospectus and the MAG Meeting Report. Ms. Omran then presented the agenda for the public hearing and facilitated the introduction of all FWC staff in attendance to the audience. Ms. Omran then presented an overview and orientation of JWCWMA, including a description of the natural communities, data about JWCWMA 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. She 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 JWCWMA Overview and FWC's Planning Process:

Ms. Omran 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. Ms. Omran again emphasized that the exclusive purpose for the public hearing was to collect public input regarding the elements of the Draft Management Plan for JWCWMA, 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 JWCWMA public hearing meeting.

Presentation of the JWCWMA Draft Management Plan:

At this point, Ms. Danielle Devine, Area Biologist, FWC began the presentation of the JWCWMA Draft Management Plan. Ms. Omran then completed and concluded the presentation of the JWCWMA Draft Management Plan.

Questions and Comments on the JWCWMA Draft Management Plan Presentation:

Ms. Omran 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. She informed them that all comments, questions, and public testimony will be duly considered equally by FWC.

Public Question 1: An unidentified member of the audience provided the following comments and questions:

You mentioned the Gopher Tortoises. I don't know if I've ever seen one, I'm not saying they're not there, but if you did that would it be in the stilt hunt area?

FWC Response: Mr. Josiah Freese, Conservation Biologist, responded:

Corbett isn't being assessed for a Gopher Tortoise recipient site; we are assessing the potential for temporary enclosers for waif tortoises before they get transported to official recipient sites. So, Corbett will not be a Gopher Tortoise recipient site. It's too wet.

Public Question 2: An unidentified member of the audience provided the following comments and questions:

These prescribed burns during hunting season. Why wouldn't we do them outside of hunting season? If someone has a $40,000 trailer sitting there and the prescribed burn gets out of hand, and it burns down to the ground. Then what?

FWC Response: Ms. Danielle Devine, Area Biologist, responded:

Our timeframe for prescribed burning is super limited due to the length of the hunting season and the wet season. We are definitely going to consider doing burns in areas that are not necessarily close to camps and keeping them small.

Public Response: A different unidentified member of the audience continued this line of comments and questions:

I would just like to say that the hunters prefer to burn. When there is a big 60,000-acre WMA, I think you could find some areas to burn that would not bother us at all. And I know that ya'll have a perception from some people that hunters do not like fire during hunting season. I think that the push back is from burning during turkey nesting season, which is really what we don't like. We would all like for you to burn Corbett and we are not against burning during hunting season.

Public Response: A different unidentified member of the audience continued this line of comments and questions:

Another thing that we would like to see, [portion of JWCWMA described] hasn't been burned in 12 years- maybe longer. And for a stilt hunter to get in there and hunt, their shot opportunities are very limited due to how thick those woods have gotten. Even those myrtle flats back on 6 and tomato field grade. They need a burn. I know ya'll have a burn plan that you're sticking to, ya'll burn the same ridges and the buggy hunt area year in and year out.

FWC Response: Ms. Danielle Devine, Area Biologist, responded:

This coming year we are reevaluating our prescribed burn plan. Coming up with different burn areas and we hope to post them in preparation for hunting season. There are different areas that we focus on in particular because of Red cockaded woodpeckers because they are an

imperiled species. Also, we are behind on prescribed burning because of staff turnover so there is a lot of catch-up to do. Those are areas that we are looking to do other management/restoration to bring it back into rotation.

Public Question 3: An unidentified member of the audience provided the following comments and questions:

Versus 10 years ago, what are the largest differences between the current plan and the new draft?

FWC Response: Ms. Christina Omran, Senior Land Conservation Planner, responded:

Lots of improvements, but there have also been some accomplishments that should be in the Prospectus that you received at the door. But if you would like to see the last plan so that you can compare them apples to apples, it's on the FWC website under Land Management Plans. A lot of the sections are the same so you can see the differences. We do have some facility improvements planned and we have someone from our Public Access Services Office here that can speak to that more. So, if you would like to talk afterwards about that specifically, we can.

Public Response: A different unidentified member of the audience continued this line of comments and questions:

I would like to say that the biggest difference that I have seen from the 10-year plan is that ya'll have declared war on the food chain in the Corbett area. That same war was declared 10 years ago in the WMAs down south and that is the reason that the panther, the snake, and the bear are removing all the deer from those management areas because you no longer have hogs in the management areas down south. You have declared war on the hog population which has declared war on the food chain. I'm worried that you have made the hog the species that needs to be eradicated, I agree that it needs to be managed. I see the same thing that happened down south happening here. That's what I see as being different in the 10-year plan.

Public Question 4: An unidentified member of the audience provided the following comments and questions:

How many people from the public were at your MAG meeting held on June 5th?

FWC Response: Ms. Christina Omran, Senior Land Conservation Planner, responded:

We had representatives from all major stakeholders addressed at the MAG meeting. We had a copy of the report at the door. I'll send you a copy, the last slide of this presentation has my email address.

Public Question 5: An unidentified member of the audience provided the following comments and questions:

My question is on hydrology. I'm actually a property owner in the Corbett area. From the gopher canal to the southwest corner, that area holds a lot of water for a lot longer than anywhere else in the area. The water gets impounded back there in the corner and can't go anywhere. Trail 6 will be bone dry and trail 3 will be neck-deep and there is no reason that should be the case if water is flowing like it should.

FWC Response: Ms. Christina Omran, Senior Land Conservation Planner, responded:

Would like that to be public testimony? Would you like to fill out a speaker card? Do we have any other questions about the draft plan elements?

Public Question 6: An unidentified member of the audience provided the following comments and questions:

On the topic of prescribed burn strategy, there was no mention of notifying the fire department. They should probably be notified.

FWC Response: Ms. Danielle Devine, Area Biologist, responded:

They are part of our burn notification. So, when we are doing a burn, they are informed beforehand.

Public Question 7: An unidentified member of the audience provided the following comments and questions:

On the North Road, are you going to remove the asphalt? What are you going to replace it with?

FWC Response: Ms. Danielle Devine, Area Biologist, responded:

The last two years they have been doing surveys and permitting and engineering stuff. And this year they plan on starting phase 1 of removing the asphalt and returning it to a graded road so it can be added to our grading rotation.

Public Response: A different unidentified member of the audience continued this line of comments and questions:

Are you going to improve the grading rotation?

FWC Response: Ms. Danielle Devine, Area Biologist, responded:

Yes.

Public Question 8: An unidentified member of the audience provided the following comments and questions:

Do you do research with universities on the area? I would ensure that you have a contract with them that they pick up after themselves. A lot of people in this room know that there are structures down in the Everglades that have been there for 20 years that universities have left behind.

FWC Response: Ms. Danielle Devine, Area Biologist, responded:

The university that I have been working with has only been using stakes but yes, I understand the concern.

Public Question 9: An unidentified member of the audience provided the following comments and questions:

I know back in the day, people had tire issues from the fill they brought in that had nails in it. Are you planning on removing all that fill so that we have no more tire issues? Are they planning to "maintain" it like they have been doing on the South Side? Who is the contractor on the South Side? They ruined that road.

FWC Response: Ms. Danielle Devine, Area Biologist, responded:

With South Grade, we usually have a 3–5-year contract and then we must re-bid out road gradings so sometimes there is a lapse between both of the contracts being created. So, we have our own equipment for patching and fixing up the grade as needed. There are definitely plans to fix "stumpers".

Public Question 10: An unidentified member of the audience provided the following comments and questions:

You had a slide on land that would no longer be deemed usable for conservation. How does that work?

FWC Response: Ms. Christina Omran, Senior Land Conservation Planner, responded:

Surplus Review is a part of the Division of State Lands Compliance that all State-owned land goes through. No surplus has been identified with J.W. Corbett.

Public Question 11: An unidentified member of the audience provided the following comments and questions:

You're trying to move water from J.W. Corbett to Hungreyland, but then here it says you want to put in wildlife corridors. Do you want to move wildlife, or do you want to move water? This contradicts itself because I think there is already a wildlife corridor there.

FWC Response: Ms. Christina Omran, Senior Land Conservation Planner, responded:

When there is a highway, the Department of Transportation will create a wildlife corridor so wildlife can safely cross the area. We can look into that for you.

Public Question 12: An unidentified member of the audience provided the following comments and questions:

The slideshow talks about off road vehicles (ORV). What's going on with that? Are they trying to kick us out? I know I speak for a lot of people here who have a lot of money invested in off road vehicles.

FWC Response: Ms. Christina Omran, Senior Land Conservation Planner, responded:

For tonight's meeting, we are not discussing changing those regulations and those rules. It is also a separate process.

FWC Response: Ms. Danielle Devine, Area Biologist, responded:

ORV use also includes Jeeps or other people that are doing doughnuts and causing damage to marshes in the area. It is something that will be considered when making a rule change, but we can give you information to contact someone about that.

FWC Response: Ms. Christina Omran, Senior Land Conservation Planner, responded:

Also, if you would like to make public testimony on ORVs we have speaker cards right here you can fill out.

Public Question 13: An unidentified member of the audience provided the following comments and questions:

I was wondering if you were planning to connect the water to the farms.

FWC Response: Ms. Danielle Devine, Area Biologist, responded:

I know the SFWMD is working on rerouting a lot of water. Currently they are working on a canal on the south side of our property. I'm not exactly sure what their plan is for routing water through the farms.

Public Response: The same unidentified member of the audience continued this line of comments and questions:

They're going to try to push it on to Loxahatchee so we can prevent saltwater intrusion. That's going to take a lot of money and a lot of time.

Public Question 14: An unidentified member of the audience provided the following comments and questions:

Are there any specifics about what is being done for camp improvements?

FWC Response: Ms. Marsha Ward, Regional Biologist, responded:

We're still in the design phase where we are looking at different camps trying to figure out the best design. It is still in the works. We haven't gotten far enough to make decisions on everything. We are still evaluating how we want to set things up and also some of the environmental things that we need to comply with regarding dump stations and things.

Public Response: A different unidentified member of the audience continued this line of comments and questions:

I heard something about lotteries for the campsites. Is that something that is in play now?

FWC Response: Ms. Marsha Ward, Regional Biologist, responded:

That will be part of the discussion, that isn't really part of this management plan, however. That will be when we get to the rules and things regarding camping.

Public Question 15: An unidentified member of the audience provided the following comments and questions:

Obviously, you guys work within a budget for your prescribed burns. How often, in a perfect world where bureaucracy and budget don't exist, are pine flatwoods supposed to burn?

FWC Response: Ms. Danielle Devine, Area Biologist, responded:

Every 2-5 years.

Public Response: The same unidentified member of the audience continued this line of comments and questions:

Okay, do you show favoritism to where the woodpeckers are and spend the majority of that money for those protected species? Is that why you don't burn throughout Corbett and just in those areas?

FWC Response: Ms. Danielle Devine, Area Biologist, responded:

We have to focus on restoring those areas to the actual natural community because that is where we do have imperiled species. We do assess other areas for ecological purposes. If you're asking about agricultural fields, we do have plans for better management of those and restoration to improve them for turkey opportunities.

Public Response: The same unidentified member of the audience continued this line of comments and questions:

So, you are kind of going by a single species management plan.

FWC Response: Mr. Josiah Freese, Conservation Biologist, responded:

That gets into the WCPR strategy that Danielle talked about. We don't do necessarily single species management, but we do have locally important species on the area that guide our management. But it is not necessarily for individual species, it is a community-based approach. FWC is required by Florida Statute to retore habitats for imperiled species, so we do have to try and prioritize those species. But the goal is to in time get the entire area on a community-based fire return interval.

No further questions or comments were received at this stage of the JWCWMA public hearing meeting.

Public Testimony on the JWCWMA Draft Management Plan:
Six members of the public audience submitted speaker cards indicating their intention to provide formal public testimony. Ms. Omran again emphasized that the public hearing was for taking input regarding the JWCWMA Draft Management Plan and called the first speaker to the podium.

Public Testimony 1: *Richard Martinez* provided the following public testimony:

I just wanted to comment on the illegal ORV use, and I appreciated seeing it in the plan. I have had multiple hunts disrupted by folks who are in the area mudding and they told me that they had no idea that they were not allowed to be there. So, I would really appreciate more signage and public education to let folks know what the appropriate use of those trails are. Whether that be signage at the trailhead or signage at the gates, but just better education to let people know that it's not a mud park.

Public Testimony 2: *Anthony Aguirre* provided the following public testimony:

My name is Anthony Aguirre and I'm a candidate for House District 94. I'm here to stand in solidarity with the hunting and fishing community so that our rights are not infringed upon. The main reason I am here today is because my race is very contentious; I'm running against an animal rights activist and a vegan. She doesn't have our best interests in mind, so we need to come together as a community and make sure that this person does not succeed in winning the seat and not representing our community. So, I am asking you, if it is a single issue and this is what you care about the most, think about supporting me. August 20th Republican Primary.

Public Testimony 3: *Matt Nelson* provided the following public testimony:

I just wanted to thank you guys for putting this on and I represented the hunters at the MAG meeting. I want to reiterate what Bishop said, I think we are making a mistake by demonizing the wild hog. They are a game animal. By removing all restrictions on size and bag limits we are not teaching the youth about conservation. The hog is a designated game animal throughout the state, and we need to figure out how to work around the damage that they may cause. There has got to be a better way. Other than that, Corbette is obviously near and dear to everyone's heart and we are here to help. If there are projects that staff can't complete due to financial restrictions, we like to get our hands dirty and we can help.

Public Testimony 4: *Bishop Wright* provided the following public testimony:

I would like to thank you; I was one of the MAG stakeholders too representing anglers. I just want to reiterate a couple things. We want to make sure traditional use is always looked at here. Also, I want to make sure the upkeep of the Youth Camp is always done. I have a concern with the wild hog, I also have a concern with the hydrology of the area. I want to make sure we hold the water in. We are losing water everyday in Florida and we need to figure out how to keep the culverts closed and keep the water in. This is a concern of mine mostly for fishing, I want to make sure fishing is always an opportunity there and the gates are always open in the summertime because that is when the best fishing is. Last but not least, I know a lot of people

are concerned about this. I would like to start an ORV committee so that we can educate people on what we can't do with ORVs.

Public Testimony 5: *James Cummins* provided the following public testimony:

He touched on what I wanted to say. I would like to add to his point about keeping water in. I'm not against keeping water in the Corbett Area, but the hydrology of the area right now doesn't move where it needs to go due to impoundment in the northwest side of Gopher Canal.

Public Testimony 6: *Thomas McGoldrick* provided the following public testimony:

Two things I would like to see in this management plan are keeping the traditional hunting access and to keep the Family Youth Day at the Youth Camp that Florida Sportsmen's Conservation Association puts on every year. This past year there were over 12,000 kids and family members there that got to do buggy rides and air boat rides. These are things that they don't get to do the rest of the year.

Adjournment:

Ms. Omran asked if there were any other members of the public that wished to give public testimony.

No other speakers offered further comments.

Then Ms. Omran 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
Acer sp.	Maple
Acrostichum danaeifolium	Giant leather fern
Aeschynomene sp.	Jointvetch
Agalinis linifolia	Flaxleaf false foxglove
Agalinis sp.	False foxglove
Ageratina jucunda	Hammock snakeroot
Aletris lutea	Yellow colic-root
Ambrosia artemisiifolia	Common ragweed
Amorpha fruticosa	False indigobush
Amphicarpaea bracteata	American hogpeanut
Amphicarpum muehlenbergianum	Blue maidencane
Andropogon brachystachyus	Shortspike bluestem
Andropogon glomeratus	Bushy bluestem
Andropogon glomeratus var. *glaucopsis*	Purple bluestem
Andropogon glomeratus var. *glomeratus*	Bushy bluestem
Andropogon glomeratus var. *pumilus*	Bushy bluestem
Andropogon perangustatus	Elliott's bluestem
Andropogon sp.	Bluestem
Andropogon ternarius	Splitbeard bluestem
Andropogon virginicus	Broomsedge bluestem
Andropogon virginicus var. *glaucus*	Chalky bluestem
Andropogon virginicus var. *virginicus*	Broomsedge bluestem
Annona glabra	Pond apple
Ardisia escallonioides	Marlberry
Aristida palustris	Longleaf threeawn
Aristida rhizomophora	Florida threeawn grass
Aristida sp.	Threeawn
Aristida spiciformis	Bottlebrush threeawn
Aristida stricta	Wiregrass
Arnoglossum sp.	Indian plantain
Asclepias incarnata	Swamp milkweed
Asclepias lanceolata	Fewflower milkweed
Asclepias longifolia	Longleaf milkweed

Asclepias sp.	Milkweed
Asclepias tuberosa	Butterflyweed
Asemeia violacea	Showy milkwort
Axonopus fissifolius	Common carpetgrass
Axonopus furcatus	Big carpetgrass
Axonopus sp.	Carpetgrass
Baccharis glomeruliflora	Silverling
Baccharis halimifolia	Groundsel tree
Bacopa caroliniana	Lemon bacopa
Bacopa monnieri	Herb-of-grace
Bacopa sp.	Waterhyssop
Bejaria racemosa	Tarflower
Bidens alba	Beggarticks
Bidens mitis	Smallfruit beggarticks
Bidens sp.	Beggarticks
Bigelowia nudata ssp. *nudata*	Pineland rayless goldenrod
Boehmeria cylindrica	False nettle
Boehmeria sp.	False nettle
Bulbostylis ciliatifolia	Capillary hairsedge
Bulbostylis stenophylla	Sandyfield hairsedge
Burmannia capitata	Southern bluethread
Burmannia sp.	Burmannia
Callicarpa americana	American beautyberry
Calopogon barbatus	Bearded grass-pink
Calopogon pallidus	Pale grass-pink
Calopogon tuberosus var. *tuberosus*	Tuberous grass-pink
Calystegia sepium ssp. *limnophila*	Hedge false bindweed
Campyloneurum phyllitidis	Long strap fern
Canna flaccida	Bandana-of-the-everglades
Carex sp.	Sedge
Carica papaya	Papaya
Carphephorus corymbosus	Coastalplain chaffhead
Carphephorus odoratissimus	Vanillaleaf
Carphephorus paniculatus	Hairy chaffhead
Carphephorus sp.	Chaffhead
Cassytha filiformis	Love vine
Centella asiatica	Spadeleaf
Centrosema virginianum	Spurred butterfly pea
Cephalanthus occidentalis	Common buttonbush

Chamaecrista fasciculata	Partridge pea
Chamaecrista nictitans	Sensitive pea
Chamaecrista sp.	Sensitive pea
Chaptalia tomentosa	Pineland daisy
Chrysobalanus icaco	Coco plum
Cirsium horridulum	Purple thistle
Cirsium lecontei	Le Conte's thistle
Cirsium sp.	Thistle
Cladium jamaicense	Jamaica swamp sawgrass
Cladium sp.	Swamp sawgrass
Clematis baldwinii	Pine hyacinth
Clematis sp.	Leather flower
Coccoloba diversifolia	Pigeon plum
Coelorachis rugosa	Wrinkled jointgrass
Coelorachis sp.	Jointgrass
Coleataenia anceps	Beaked panicum
Coleataenia longifolia	Ciliate redtop panicum
Coleataenia rigidula	Redtop panicum
Coleataenia tenera	Bluejoint panicum
Conoclinium coelestinum	Blue mistflower
Conyza canadensis	Canadian horseweed
Coreopsis floridana	Florida tickseed
Coreopsis leavenworthii	Leavenworth's tickseed
Coreopsis sp.	Tickseed
Crinum americanum	String lily
Crotalaria rotundifolia	Rabbitbells
Croton glandulosus	Vente conmigo
Croton linearis	Pineland croton
Ctenium aromaticum	Toothache grass
Cuscuta sp.	Dodder
Cyperus haspan	Haspan flatsedge
Cyperus ligularis	Swamp flatsedge
Cyperus sp.	Flatsedge
Dalea carnea	Whitetassels
Dalea carnea var. *carnea*	Whitetassels
Dalea feayi	Feay's prairie clover
Dalea sp.	Prairie clover
Damburneya coriacea	Lancewood
Desmodium sp.	Tick-trefoil

Dichanthelium aciculare	Needleleaf witchgrass
Dichanthelium commutatum	Variable witchgrass
Dichanthelium dichotomum	Cypress panicgrass
Dichanthelium ensifolium	Cypress witchgrass
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. *strigosum*	Roughhair witchgrass
Digitaria sp.	Crabgrass
Diodia sp.	Buttonweed
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 twin flower
Dyschoriste sp.	Twinflower
Edrastima uniflora	Clustered mille graines
Eleocharis baldwinii	Baldwin's spikerush
Eleocharis cellulosa	Gulf coast spikerush
Eleocharis sp.	Spikerush
Elephantopus elatus	Tall elephantsfoot
Elephantopus sp.	Elephantsfoot
Eragrostis sp.	Lovegrass
Erechtites hieraciifolius	Fireweed
Erigeron canadensis	Canadian horseweed
Erigeron quercifolius	Oakleaf fleabane
Erigeron vernus	Early whitetop fleabane
Eriocaulon compressum	Flattened pipewort
Eriocaulon decangulare	Tenangle pipewort
Eriocaulon sp.	Pipewort
Eryngium baldwinii	Baldwin's eryngo
Eryngium sp.	Eryngo
Eryngium yuccifolium	Button rattlesnakemaster
Eugenia axillaris	White stopper

Eulophia alta	Wild coco
Eupatorium capillifolium	Dogfennel
Eupatorium compositifolium	Yankeeweed
Eupatorium leptophyllum	Falsefennel
Eupatorium leucolepis	Justiceweed
Eupatorium mikanioides	Semaphore thoroughwort
Eupatorium mohrii	Mohr's thoroughwort
Eupatorium rotundifolium	Roundleaf thoroughwort
Eupatorium semiserratum	Smallflower thoroughwort
Eupatorium serotinum	Lateflowering thoroughwort
Eupatorium sp.	Thoroughwort
Euphorbia cyathophora	Paintedleaf
Euploca polyphylla	Pineland heliotrope
Eustachys glauca	Saltmarsh fingergrass
Eustachys sp.	Fingergrass
Euthamia caroliniana	Slender flattop goldenrod
Euthamia graminifolia	Flattop goldenrod
Euthamia sp.	Flattop goldenrod
Evolvulus sericeus	Silver dwarf morning-glory
Ficus aurea	Strangler fig
Fimbristylis sp.	Fimbry
Fimbristylis spadicea	Marsh fimbry
Flaveria linearis	Narrowleaf yellowtops
Fuirena breviseta	Saltmarsh umbrellasedge
Fuirena scirpoidea	Southern umbrellasedge
Fuirena sp.	Umbrellasedge
Funastrum clausum	White twinevine
Galactia elliottii	Elliott's milkpea
Galactia sp.	Milkpea
Galium sp.	Bedstraw
Geobalanus oblongifolius	Gopher apple
Gordonia lasianthus	Loblolly bay
Gratiola ramosa	Branched hedgehyssop
Gratiola sp.	Hedgehyssop
Habenaria floribunda	Toothpetal false rein orchid
Habenaria quinqueseta	Longhorn false rein orchid
Habenaria sp.	False rein orchid
Helenium pinnatifidum	Southeastern sneezeweed
Helenium sp.	Sneezeweed

Helianthus angustifolius	Narrowleaf sunflower
Helianthus floridanus	Florida sunflower
Helianthus sp.	Sunflower
Heterotheca subaxillaris	Golden aster
Hibiscus grandiflorus	Swamp rosemallow
Hieracium gronovii	Queen-devil
Hieracium sp.	Hawkweed
Houstonia procumbens	Roundleaf bluet
Hydrocotyle sp.	Marshpennywort
Hydrocotyle umbellata	Manyflower marshpennywort
Hydrolea corymbosa	Skyflower
Hymenocallis latifolia	Perfumed spiderlily
Hymenocallis palmeri	Alligatorlily
Hypericum cistifolium	Roundpod St. John's wort
Hypericum fasciculatum	Peelbark St. John's wort
Hypericum gentianoides	Orangegrass
Hypericum hypericoides	St. Andrew's cross
Hypericum myrtifolium	Myrtleleaf St. John's wort
Hypericum sp.	St. John's wort
Hypericum tetrapetalum	Fourpetal St. John's wort
Hypericum virginicum	Virginia marsh St. John's wort
Hypoxis curtissii	Common yellow stargrass
Hyptis alata	Clustered bushmint
Hyptis sp.	Bushmint
Ilex cassine var. *cassine*	Dahoon
Ilex coriacea	Large gallberry
Ilex glabra	Gallberry
Ilex sp.	Holly
Ipomoea cordatotriloba	Tievine
Ipomoea hederifolia	Scarletcreeper
Ipomoea sagittata	Saltmarsh morning glory
Ipomoea sp.	Morning glory
Iris hexagona	Prairie iris
Iris sp.	Iris
Iva frutescens	Marshelder
Iva microcephala	Piedmont marshelder
Juncus marginatus	Grassleaf rush
Juncus megacephalus	Bighead rush
Juncus sp.	Rush

Justicia angusta	Pineland water-willow
Kellochloa verrucosa	Warty panicgrass
Kosteletzkya pentacarpos	Virginia saltmarsh mallow
Lachnanthes caroliana	Carolina redroot
Lachnocaulon anceps	Whitehead bogbutton
Lachnocaulon minus	Small's bogbutton
Lachnocaulon sp.	Bogbutton
Leersia hexandra	Southern cutgrass
Liatris gracilis	Slender gayfeather
Liatris sp.	Blazing star
Liatris spicata	Dense gayfeather
Liatris tenuifolia	Shortleaf gayfeather
Lindernia dubia	Moistbank pimpernel
Lindernia grandiflora	Savannah false pimpernel
Lindernia sp.	False pimpernel
Linum floridanum	Florida yellow flax
Linum sp.	Flax
Lobelia feayana	Bay lobelia
Lobelia glandulosa	Glade lobelia
Lobelia paludosa	White lobelia
Lobelia sp.	Lobelia
Lophiola aurea	Golden crest
Ludwigia alata	Winged primrosewillow
Ludwigia curtissii	Curtiss' primrosewillow
Ludwigia lanceolata	Lanceleaf primrosewillow
Ludwigia leptocarpa	Anglestem primrosewillow
Ludwigia maritima	Seaside primrosewillow
Ludwigia microcarpa	Smallfruit primrosewillow
Ludwigia palustris	Marsh seedbox
Ludwigia repens	Creeping primrosewillow
Ludwigia sp.	Primrosewillow
Lycopodiella alopecuroides	Foxtail club-moss
Lycopodiella appressa	Southern club-moss
Lycopodiella prostrata	Feather-stem club-moss
Lycopodiella sp.	Club-moss
Lycopus sp.	Waterhorehound
Lycopus virginicus	Virginia waterhorehound
Lyonia fruticosa	Coastalplain staggerbush
Lyonia lucida	Fetterbush

Lyonia sp.	Staggerbush
Lythrum alatum	Winged loosestrife
Lythrum alatum var. *lanceolatum*	Winged loosestrife
Magnolia virginiana	Sweetbay
Marshallia graminifolia	Grassleaf barbara's buttons
Mecardonia acuminata	Axilflower
Mecardonia acuminata ssp. *peninsularis*	Axilflower
Mecardonia sp.	Mecardonia
Melanthera nivea	Snow squarestem
Melochia spicata	Bretonica peluda
Melothria pendula	Creeping cucumber
Mikania cordifolia	Florida keys hempvine
Mikania scandens	Climbing hempvine
Mikania sp.	Hempvine
Mimosa quadrivalvis	Sensitive brier
Mitchella repens	Partridgeberry
Mitreola sessilifolia	Swamp hornpod
Mitreola sp.	Hornpod
Morella cerifera	Wax myrtle
Morella sp.	Bayberry
Muhlenbergia capillaris	Hairawn muhly
Muhlenbergia capillaris var. *filipes*	Gulf hairawn muhly
Myrsine cubana	Myrsine
Nekemias arborea	Peppervine
Nephrolepis sp.	Sword fern
Nymphaea elegans	Tropical royalblue waterlily
Nymphaea odorata	White waterlily
Nymphaea sp.	Waterlily
Nymphoides aquatica	Big floatingheart
Nymphoides sp.	Floatingheart
Oenothera simulans	Southern beeblossom
Oldenlandia uniflora	Clustered mille graines
Oxalis sp.	Woodsorrel
Oxypolis sp.	Cowbane
Panicum hemitomon	Mountain panic
Panicum hians	Gaping panicum
Panicum sp.	Panic grass
Panicum virgatum	Switchgrass
Paronychia baldwinii	Baldwin's nailwort

Parthenocissus quinquefolia	Virginia creeper
Paspalum floridanum	Florida paspalum
Paspalum monostachyum	Gulfdune paspalum
Paspalum praecox	Early paspalum
Paspalum setaceum	Thin paspalum
Paspalum sp.	Crowngrass
Passiflora incarnata	Purple passion-flower
Passiflora sp.	Passion-flower
Passiflora suberosa	Corkystem passion-flower
Persea borbonia	Red bay
Persea borbonia var. *borbonia*	Red bay
Persea palustris	Swamp bay
Persicaria hydropiperoides	Swamp smartweed
Persicaria setacea	Bog smartweed
Phlebodium aureum	Golden polypody
Phragmites australis	Common reed
Phragmites berlandieri	Common reed
Phragmites sp.	Reed
Phyla nodiflora	Turkey tangle fogfruit
Physalis sp.	Groundcherry
Physalis walteri	Walter's groundcherry
Phytolacca americana	American pokeweed
Piloblephis rigida	Wild pennyroyal
Pinguicula pumila	Small butterwort
Pinguicula sp.	Butterwort
Pinus elliottii	Slash pine
Pinus elliottii var. *densa*	South Florida slash pine
Pinus sp.	Pine
Piriqueta cistoides ssp. *caroliniana*	Pitted stripeseed
Pityopsis graminifolia	Narrowleaf silkgrass
Pityopsis sp.	Silkgrass
Platythelys latifolia	Jug orchid
Pleopeltis michauxiana	Resurrection fern
Pluchea baccharis	Rosy camphorweed
Pluchea odorata	Sweetscent
Pluchea sp.	Camphorweed
Polygala balduinii	Baldwin's milkwort
Polygala cruciata	Drumheads
Polygala cymosa	Tall pinebarren milkwort

Polygala lutea	Orange milkwort
Polygala nana	Candyroot
Polygala ramosa	Low pinebarren milkwort
Polygala rugelii	Yellow milkwort
Polygala setacea	Coastalplain milkwort
Polygala sp.	Milkwort
Polypremum procumbens	Rustweed
Pontederia cordata	Pickerelweed
Proserpinaca palustris	Marsh mermaidweed
Proserpinaca pectinata	Combleaf mermaidweed
Proserpinaca sp.	Mermaidweed
Prunus caroliniana	Carolina laurelcherry
Pseudognaphalium obtusifolium	Sweet everlasting
Psilotum nudum	Whisk-fern
Psychotria nervosa	Wild coffee
Psychotria sulzneri	Shortleaf wild coffee
Psychotria tenuifolia	Shortleaf wild coffee
Pteridium aquilinum	Braken fern
Pteridium aquilinum var. *pseudocaudatum*	Tailed bracken
Pteridium sp.	Bracken fern
Pteris sp.	Brake fern
Pterocaulon pycnostachyum	Blackroot
Quercus geminata	Sand live oak
Quercus hemisphaerica	Laurel oak
Quercus laurifolia	Swamp laurel oak
Quercus minima	Dwarf live oak
Quercus nigra	Water oak
Quercus virginiana	Live oak
Rhexia cubensis	West Indian meadowbeauty
Rhexia mariana	Pale meadowbeauty
Rhexia nuttallii	Nuttall's meadowbeauty
Rhexia sp.	Meadowbeauty
Rhus copallinum	Winged sumac
Rhus sp.	Sumac
Rhynchospora baldwinii	Baldwin's 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 elliottii	Elliott's beaksedge
Rhynchospora fascicularis	Fascicled beaksedge
Rhynchospora filifolia	Threadleaf beaksedge
Rhynchospora floridensis	Florida white-top
Rhynchospora galeana	Shortbristle beaksedge
Rhynchospora globularis	Globe beaksedge
Rhynchospora inundata	Narrowfruit horned beaksedge
Rhynchospora latifolia	Giant White-top
Rhynchospora microcarpa	Southern beaksedge
Rhynchospora nitens	Shortbeak beaksedge
Rhynchospora plumosa	Plumed beaksedge
Rhynchospora pusilla	Fairy beaksedge
Rhynchospora sp.	Beaksedge
Rhynchospora tracyi	Tracy's beaksedge
Rubus cuneifolius	Sand blackberry
Rubus pensilvanicus	Sawtooth blackberry
Rubus trivialis	Southern dewberry
Rudbeckia hirta	Blackeyed susan
Rudbeckia sp.	Coneflower
Ruellia caroliniensis	Carolina wild petunia
Ruellia ciliosa	Ciliate wild petunia
Ruellia sp.	Wild petunia
Sabal palmetto	Cabbage palm
Sabatia decandra	Bartram's rosegentian
Sabatia grandiflora	Largeflower rosegentian
Sabatia sp.	Rosegentian
Sabatia stellaris	Rose-of-Plymouth
Saccharum giganteum	Sugarcane plumegrass
Saccharum sp.	Sugarcane; plumgrass
Sacciolepis striata	American cupscale
Sagittaria lancifolia	Bulltongue arrowhead
Sagittaria sp.	Arrowhead
Salix caroliniana	Coastalplain willow
Salix sp.	Willow
Samolus ebracteatus	Water pimpernel
Saururus cernuus	Lizard's tail
Schinus sp.	Peppertree
Schizachyrium rhizomatum	South Florida bluestem

Schizachyrium sanguineum	Crimson bluestem
Schizachyrium sp.	Little bluestem
Schizachyrium stoloniferum	Creeping little bluestem
Schoenolirion albiflorum	White sunnybell
Schoenus nigricans	Black bogrush
Schoepfia schreberi	Graytwig
Schoepfia sp.	Graytwig
Scirpus sp.	Bulrush
Scleria baldwinii	Baldwin's nutrush
Scleria ciliata	Curtiss' nutrush
Scleria georgiana	Slenderfruit nutrush
Scleria reticularis	Netted nutrush
Scleria sp.	Nutrush
Scleria triglomerata	Whip nutrush
Scleria verticillata	Low nutrush
Scoparia dulcis	Licoriceweed
Senna obtusifolia	Coffeeweed
Serenoa repens	Saw palmetto
Sericocarpus tortifolius	Dixie aster
Setaria sp.	Bristlegass: foxtail
Sideroxylon foetidissimum	False mastic
Sideroxylon reclinatum	Florida bully
Simarouba glauca	Paradisetree
Sisyrinchium angustifolium	Narrowleaf blue-eyed grass
Sisyrinchium sp.	Blue-eyed grass
Smilax auriculata	Earleaf greenbrier
Smilax bona-nox	Saw greenbrier
Smilax glauca	Cat greenbrier
Smilax laurifolia	Laurel greenbrier
Smilax sp.	Greenbrier
Smilax walteri	Coral greenbrier
Solanum sp.	Nightshade
Solidago fistulosa	Pinebarren goldenrod
Solidago odora	Sweet goldenrod
Solidago odora var. *chapmanii*	Chapman's goldenrod
Solidago sempervirens	Seaside goldenrod
Solidago sp.	Goldenrod
Solidago stricta	Wand goldenrod
Solidago tortifolia	Twistedleaf goldenrod

Sophronanthe hispida	Rough hedgehyssop
Sophronanthe pilosa	Shaggy hedgehyssop
Sorghastrum secundum	Lopsided Indiangrass
Sorghastrum sp.	Indiangrass
Spartina sp.	Cordgrass
Spermacoce sp.	Buttonweed
Sphagnum sp.	Peatmoss
Spiranthes triloba	Panther ladiestresses
Sporobolus floridanus	Florida dropseed
Sporobolus jacquemontii	West Indian dropseed
Stillingia aquatica	Water toothleaf
Stillingia sylvatica	Queen's delight
Stylisma aquatica	Water dawnflower
Symphyotrichum dumosum	Rice button aster
Symphyotrichum simmondsii	Simmonds' aster
Symphyotrichum sp.	Aster
Syngonanthus flavidulus	Yellow hatpins
Taxodium ascendens	Pond cypress
Taxodium distichum	Bald cypress
Telmatoblechnum serrulatum	Toothed midsorus fern
Teucrium canadense	Wood sage
Thalia geniculata	Alligatorflag
Thelypteris kunthii	Southern shield fern
Thelypteris palustris var. *pubescens*	Marsh fern
Thelypteris sp.	Maiden fern
Tiedemannia filiformis	Water cowbane
Tiedemannia filiformis ssp. *filiformis*	Water cowbane
Tillandsia paucifolia	Potbelly air-plant
Tillandsia setacea	Southern needleleaf
Tillandsia sp.	Airplant
Tillandsia usneoides	Spanish moss
Toxicodendron radicans	Eastern poison ivy
Trema micrantha	Nettletree
Typha domingensis	Southern cattail
Typha latifolia	Broadleaf cattail
Utricularia cornuta	Horned bladderwort
Utricularia foliosa	Leafy bladderwort
Utricularia gibba	Humped bladderwort
Utricularia purpurea	Eastern purple bladderwort

Utricularia sp.	Bladderwort
Utricularia subulata	Zigzag bladderwort
Vaccinium myrsinites	Shiny blueberry
Verbesina virginica	White crownbeard
Vigna luteola	Hairypod cowpea
Viola lanceolata	Bog white violet
Viola palmata	Early blue violet
Viola sp.	Violet
Vitis aestivalis	Summer grape
Vitis rotundifolia	Muscadine
Vitis shuttleworthii	Calloose grape
Vittaria lineata	Shoestring fern
Woodwardia sp.	Chain fern
Woodwardia virginica	Virginia chain fern
Xyris ambigua	Coastalplain yellow-eyed grass
Xyris baldwiniana	Baldwin's yellow-eyed grass
Xyris brevifolia	Shortleaf yellow-eyed grass
Xyris caroliniana	Carolina yellow-eyed grass
Xyris elliottii	Elliott's yellow-eyed grass
Xyris flabelliformis	Savannah yellow-eyed grass
Xyris jupicai	Richard's yellow-eyed grass
Xyris sp.	Yellow-eyed grass

11.5.2 Native Animals

Scientific Name	**Common Name**
Amphibians	
Lithobates catesbeianus	American bullfrog
Dryophytes gratiosus	Barking tree frog
Acris gryllus	Cricket frog
Eurycea quadridigitata	Dwarf salamander
Gastrophryne carolinensis	Eastern narrow-mouthed toad
Acris gryllus dorsalis	Florida cricket frog
Siren lacertina	Greater siren
Dryophytes cinerea	Green tree frog
Pseudacris ocularis	Little grass frog
Anaxyrus quercicus	Oak toad
Lithobates grylio	Pig frog
Hyla femoralis	Pine woods treefrog

Pseudacris nigrita	Southern chorus frog
Lithobates sphenocephalus	Southern leopard frog
Anaxyrus terrestris	Southern toad
Dryophytes squirella	Squirrel tree frog
Amphiuma means	Two-toed amphiuma
Birds	
Botaurus lentiginosus	American bittern
Fulica americana	American coot
Corvus brachyrhynchos	American crow
Falco sparverius	American kestrel
Setophaga ruticilla	American redstart
Turdus migratorius	American robin
Scolopax minor	American woodcock
Anhinga anhinga	Anhinga
Polyborus plancus audubonii	Audubon’s crested caracara
Peucaea aestivalis	Bachman's sparrow
Haliaeetus leucocephalus	Bald eagle
Tyto alba	Barn owl
Hirundo rustica	Barn swallow
Strix varia	Barred owl
Megaceryle alcyon	Belted kingfisher
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
Cyanocitta cristata	Blue jay
Polioptila caerulea	Blue-gray gnatcatcher
Spatula discors	Blue-winged teal
Quiscalus major	Boat-tailed grackle
Toxostoma rufum	Brown thrasher
Molothrus ater	Brown-headed cowbird
Sitta pusilla	Brown-headed nuthatch
Bucephala albeola	Bufflehead
Setophaga tigrina	Cape May warbler
Thryothorus ludovicianus	Carolina wren

Vireo cassinii	Cassin's vireo
Antrostomus carolinensis	Chuck-will's-widow
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
Phalacrocorax auritus	Double-crested cormorant
Dryobates pubescens	Downy woodpecker
Laterallus jamaicensis	Eastern black rail
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
Rostrhamus sociabilis plumbeus	Everglade snail kite
Corvus ossifragus	Fish crow
Anas fulvigula fulvigula	Florida mottled duck
Antigone canadensis pratensis	Florida sandhill crane
Plegadis falcinellus	Glossy ibis
Vermivora chrysoptera	Golden-winged warbler
Dumetella carolinensis	Gray catbird
Catharus minimus	Gray-cheeked thrush
Ardea herodias	Great blue heron
Myiarchus crinitus	Great crested flycatcher
Ardea alba	Great egret
Bubo virginianus	Great horned owl
Pelecanus onocrotalus	Great white pelican
Tringa melanoleuca	Greater yellowlegs
Butorides virescens	Green heron
Leuconotopicus villosus	Hairy woodpecker
Lophodytes cucullatus	Hooded merganser
Setophaga citrina	Hooded warbler
Troglodytes aedon	House wren
Charadrius vociferus	Killdeer
Rallus elegans	King rail

Ixobrychus exilis	Least bittern
Sternula antillarum	Least tern
Tringa flavipes	Lesser yellowlegs
Aramus guarauna	Limpkin
Egretta caerulea	Little blue heron
Lanius ludovicianus	Loggerhead shrike
Falco columbarius	Merlin
Zenaida macroura	Mourning dove
Colinus virginianus	Northern bobwhite
Cardinalis cardinalis	Northern cardinal
Colaptes auratus	Northern flicker
Circus hudsonius	Northern harrier
Mimus polyglottos	Northern mockingbird
Parkesia noveboracensis	Northern waterthrush
Meleagris gallopavo osceola	Osceola Wild turkey
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
Picoides borealis	Red-cockaded woodpecker
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
Aythya collaris	Ring-necked duck
Platalea ajaja	Roseate spoonbill
Pheucticus ludovicianus	Rose-breasted grosbeak
Corthylio calendula	Ruby-crowned kinglet
Passerculus sandwichensis	Savannah sparrow
Calidris pusilla	Semipalmated sandpiper

Accipiter striatus	Sharp-shinned hawk
Buteo brachyurus	Short-tailed hawk
Egretta thula	Snowy egret
Melospiza melodia	Song sparrow
Falco sparverius paulus	Southeastern American kestrel
Calidris himantopus	Stilt sandpiper
Piranga rubra	Summer tanager
Catharus ustulatus	Swainson's thrush
Elanoides forficatus	Swallow-tailed kite
Melospiza georgiana	Swamp sparrow
Tachycineta bicolor	Tree swallow
Egretta tricolor	Tricolored heron
Cathartes aura	Turkey vulture
Catharus fuscescens	Veery
Calidris mauri	Western sandpiper
Spindalis zena	Western spindalis
Eudocimus albus	White ibis
Zenaida asiatica	White winged dove
Vireo griseus	White-eyed vireo
Troglodytes troglodytes	Winter wren
Aix sponsa	Wood duck
Mycteria americana	Wood stork
Helmitheros vermivorum	Worm-eating warbler
Coturnicops noveboracensis	Yellow rail
Sphyrapicus varius	Yellow-bellied sapsucker
Coccyzus americanus	Yellow-billed cuckoo
Nyctanassa violacea	Yellow-crowned night-heron
Setophaga coronata	Yellow-rumped warbler
Dendroica dominica	Yellow-throated warbler
Crustaceans	
Procambarus spp.	Crayfish
Fishes	
Lucania goodei	Bluefin kilifish
Lepomis macrochirus	Bluegill
Enneacanthus gloriosus	Bluespotted sunfish
Labidesthes sicculus	Brook silverside
Lepomis marginatus	Dollar sunfish
Gambusia holbrooki	Eastern mosquitofish
Elassoma evergladei	Everglades pygmy sunfish

Jordanella floridae	Flagfish
Lepisosteus platyrhincus	Florida gar
Notemigonus crysoleucas	Golden shiner
Fundulus chrysotus	Golden topminnow
Erimyzon sucetta	Lake chubsucker
Micropterus salmoides	Largemouth bass
Heterandria formosa	Least killifish
Fundulus lineolatus	Lined topminnow
Fundulus confluentus	Marsh killifish
Poecilia latipinna	Sailfin molly
Fundulus seminolis	Seminole killifish
Lepomis punctatus	Spotted sunfish
Etheostoma fusiforme	Swamp darter
Lepomis gulosus	Warmouth
Ameiurus natalis	Yellow bullhead catfish
Mammals	
Neovison vison	American mink
Lynx rufus	Bobcat
Tadarida brasiliensis	Brazilian free-tailed bat
Canis latrans	Coyote
Sylvilagus floridanus	Eastern cottontail
Sciurus carolinensis	Eastern gray squirrel
Nycticeius humeralis	Evening bat
Ursus americanus floridanus	Florida black bear
Urocyon cinereoargenteus	Gray fox
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
Glaucomys volans	Southern flying squirrel
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
Anolis sagrei	Brown anole
Nerodia taxispilota	Brown water snake
Thamnophis sirtalis	Common garter snake
Micrurus fulvius	Coral snake
Pantherophis guttatus	Corn snake
Agkistrodon piscivorus	Cottonmouth
Sistrurus miliarius barbouri	Dusky pigmy rattlesnake
Crotalus adamanteus	Eastern diamondback rattlesnake
Ophisaurus ventralis	Eastern glass lizard
Farancia abacura	Eastern mud snake
Terrapene carolina	Florida box turtle
Agkistrodon piscivorus conanti	Florida cottonmouth
Nerodia floridana	Florida green water snake
Pseudemys nelsoni	Florida red-bellied cooter
Opheodrys aestivus carinatus	Florida rough green snake
Chelydra serpentina osceola	Florida snapping turtle
Gopherus polyphemus	Gopher tortoise
Anolis carolinensis	Green anole
Pseudemys peninsularis	Peninsula cooter
Thamnophis sauritus sackenii	Peninsula ribbon snake
Thamnophis saurita	Ribbon snake
Opheodrys aestivus	Rough green snake
Cemophora coccinea	Scarlet snake
Aspidoscelis sexlineatus	Six-lined racerunner
Ophisaurus attenuatus longicaudus	Slender glass lizard
Apalone ferox	Softshell turtle
Seminatrix pygaea cyclas	South Florida swamp snake
Plestiodon inexpectatus	Southeastern five-lined skink
Coluber constrictor priapus	Southern black racer
Kinosternon baurii	Striped mud turtle
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 Marsh (~3,226 acres)

Basin marshes are herb or shrub-dominated isolated wetlands. They are often situated in shallow, relatively large and irregularly shaped basins or in various sized depressions surrounded by non-pyrogenic communities such as swamps or hammocks. Basin marshes may develop in large depressions that were formerly shallow lakes. The lake bottom has slowly filled with sediments from the surrounding uplands and with peat derived from plants. The hydroperiod is generally around 200 days per year.

On the JWCWMA, basin marshes range in size from less than 1 acre to over 1100 acres. They are usually imbedded in swamps, but there is also a large marsh matrix in the northeast part of the WMA and a large fringing marsh on the southwest boundary along the L-8 canal. This southwest marsh is on the edge of the historic extent of the Everglades Basin. Basin and depression marshes may have some type of included community, ranging from small shrubby patches of coastalplain willow (*Salix caroliniana*), dahoon (*Ilex cassine*), swamp bay (*Persea palustris*), southern bayberry (*Morella cerifera*), and pond apple (*Annona glabra*) to well developed “islands” of mesic flatwoods or mesic hammock that occupy slightly elevated areas within the basin.

Deeper marshes are generally dominated by dense patches of sawgrass (*Cladium jamaicense*), broadleaf cattail (*Typha latifolia*), or alligatorflag (*Thalia geniculata*). The transition from the basin marsh to adjacent uplands may be abrupt or may be gradual with an ecotone of wet prairie or wet flatwoods.

Basin marshes are usually dominated by grasses and sedges, although extensive stands of peelbark St. John's wort (*Hypericum fasciculatum*) and water toothleaf (*Stillingia aquatica*) are found in some marshes. The most frequently encountered grass species is maidencane (*Panicum hemitomon*); the most common sedge is Tracy’s beaksedge (*Rhynchospora tracyi*). Other common grasses include blue maidencane (*Amphicarpum muehlenbergianum*) and erectleaf witchgrass (*Dichanthelium erectifolium*). A variety of herbs occur in basin marshes, sometimes creating beautiful flowering displays. These include purple and yellow bladderworts (*Utricularia purpurea*, *U. foliosa, U. radiata*), lemon bacopa (*Bacopa caroliniana*), Leavenworth’s tickseed (*Coreopsis leavenworthii*), pipeworts (*Eriocaulon compressum*, *E. decangulare*), Carolina redroot (*Lachnanthes caroliniana*), little floatingheart (*Nymphoides cordata*), yellow-eyed grasses (*Xyris* spp.), and Baldwin’s milkwort (*Polygala balduinii*).

Occasional fires (every 1 - 10 years) maintain the open herbaceous character of basin marshes by restricting shrub invasion. On the JWCWMA, basin marshes are often separated from fire-

maintained uplands by broad swamp buggy tracks that encircle and cut across the marshes. Fire should be encouraged to burn into the marshes on the JWCWMA to limit shrub invasion and to encourage flowering and reproduction of grasses, sedges, and forbs. Limiting swamp buggy and ORV access to these sensitive natural communities would encourage restoration of natural ecotones and promote a more natural fire regime in the marshes.

Depression Marsh (~11,793 acres)

Depression marshes are shallow, often smaller, isolated non-forested wetlands occurring in a matrix of pyrogenic uplands. They form where sand has slumped around or over a sinkhole, creating a conical depression subsequently filled by direct rain fall, runoff, or seepage from surrounding uplands. The substrate is usually acid sand with deepening peat toward the center. Hydrological conditions vary, with most depression marshes drying in most years. Hydroperiods range widely from as few as 50 days or less to more than 200 days per year.

Depression marshes are usually dominated by a mix of grasses and sedges, typically with distinct zones of vegetation corresponding with increasing hydroperiod and peat accumulation towards the center of the marsh. Shallow, sand-bottomed edges may support extensive stands of peelbark St. John's wort and water toothleaf. Dominant grasses and sedges include maidencane, Tracy's beaksedge, blue maidencane, and erectleaf witchgrass. The inner, central zone may be occupied by sawgrass, broadleaf cattail, or alligatorflag or even a small shrubby hammock of pond apple, coastalplain willow, southern bayberry, and dahoon.

Depression marshes occur as included communities in nearly all of the JWCWMA's flatwoods and prairies but are more abundant in the eastern half of the WMA. Depression marshes on the JWCWMA are distinguished by other herbaceous wetlands primarily by its occurrence as isolated depressions within fire-maintained matrix communities. It is important to allow fire to burn into the marshes to maintain and prevent woody encroachment. The depression marshes create an important mosaic fire regime across the JWCWMA landscape for both plant and animal species alike. The depression marshes on the JWCWMA are similarly impacted by swamp buggy and ORV trails that form barriers to fire. Limiting swamp buggy and ORV access to these sensitive natural communities would encourage restoration of natural ecotones and promote a more natural fire regime in the marshes.

Dome Swamp (~2,220 acres)

Dome swamps are isolated, forested wetlands dominated by cypress or tupelo embedded in a matrix of pyrogenic uplands (typically pine flatwoods or prairie). They are typically small in size and form where sand has slumped around or over a sinkhole, creating a shallow, conical depression subsequently filled by peat accumulation. These swamps often exhibit the classic domed profile, with taller trees toward the wetter center and shorter trees around the periphery which is exposed to frequent fire from the surrounding uplands. In many domes, the mucky center is occupied by a stand of dense shrubs or a small marsh of sawgrass or a "flag marsh" of alligatorflag or pickerelweed (*Pontederia cordata*).

The hydroperiod of dome swamps may be up to 200 - 300 days per year. Occasional fires that spread into the swamps from surrounding uplands are essential to prevent the conversion of

swamps into hardwood-dominated communities such as bayhead or hydric hammock. Cypress is tolerant of light surface fires, but deep-burning peat fires will kill root systems and trees, thus converting the swamp into a pond or marsh. As with most of the isolated wetlands on the JWCWMA, most dome swamps are ringed by ORV tracks or firebreaks, thus severing the fire connection with surrounding communities.

On the JWCWMA, basin and dome swamps are especially susceptible to invasion by Old World climbing fern (*Lygodium microphyllum*). Entire domes have been taken over and smothered by the fern. Light fire has been recommended for these habitats to reduce invasion of invasive plants and woody encroachment. Ongoing efforts to contain invasive species on the JWCWMA are essential.

Hydric Hammock (~147 acres)

Hydric hammocks are forested wetlands typically dominated by a mixture of oaks and cabbage palms. These hammocks are a very minor component of the landscape on the JWCWMA, occurring in only six locations and totaling about 147 acres. They occur as inclusions in low, wet areas of mesic hammocks or in fire-protected areas within strand swamps and basin marshes. Vegetatively, they resemble mesic hammocks, although some lack the canopy of oaks and are intermediate to baygall communities, dominated by species such as sweetbay (*Magnolia virginiana*) and swamp bay. On the JWCWMA, these hammocks create an important habitat for many rare species especially ferns such as the hand fern (*Ophioglossum palmatum*) and giant sword fern (*Nephrolepsis biserrata*). Hydric hammocks on the JWCWMA tend to have a weedy, disturbed aspect and may represent an advanced stage of fire exclusion in the swamps.

Mesic Flatwoods (~16,087 acres)

Mesic flatwoods are upland forests with an open South Florida slash pine (*Pinus elliottii* var. *densa*) canopy, scattered cabbage palm (*Sabal palmetto*) subcanopy, and understory dominated by saw palmetto (*Serenoa repens*) or gallberry (*Ilex glabra*), with a wide variety of other shrubs, herbs, ferns, grasses, and sedges. Mesic flatwoods comprise approximately 16,000 acres on the JWCWMA, primarily as extensive matrix communities that contain small open patches of wet flatwoods. These forests are near their southeastern limit in Florida, and therefore tend to be wetter than similar flatwoods in central and north Florida, often intergrading in a fine matrix with wet flatwoods.

There are also hundreds of small “pine-palm islands” contained within strand swamps, basin marshes, and wet flatwoods. Many of the larger “pine-palm islands” are classified as mesic flatwoods although they are not matrix communities, instead averaging approximately four acres each. Pine-palm islands go for long periods without fire and are very dense with shrubs and small trees.

Mesic flatwoods that have been frequently burned on the JWCWMA – primarily those that support red-cockaded woodpecker colonies – are of high quality and have very high herb diversity. Some of the common or characteristic species of high quality mesic flatwoods are: wiregrass (*Aristida stricta*), toothache grass (*Ctenium aromaticum*), blue maidencane, Gulf hairawn muhly (*Muhlenbergia capillaris* var. *filipes*), beaksedges (*Rhynchospora microcarpa, R. breviseta*, etc.),

bracken fern (*Pteridium aquilinum*), wild pennyroyal (*Piloblephis rigida*), button rattlesnakemaster (*Eryngium yuccifolium*), Leavenworth's tickseed, Carolina wild petunia (*Ruellia caroliniensis*), narrowleaf yellowtops (*Flaveria linearis*), rosy camphorweed (*Pluchea baccharis*), and coastalplain chaffhead (*Carphephorus corymbosus*).

Less frequently burned mesic flatwoods have dense understories of saw palmetto, gallberry, myrsine (*Myrsine cubana*), tarflower (*Bejaria racemosa*), southern bayberry, and coastalplain staggerbush (*Lyonia fruticosa*). The high shrub density generally precludes the development of a diverse herb layer.

Documented rare plants from mesic flatwoods on the JWCWMA include many-flowered grass-pink (*Calopogon multiflorus*), pine lily (*Lilium catesbaei*), celestial lily (*Nemastylis floridana*), yellow-flowered butterwort (*Pinguicula lutea*), snowy orchid (*Platanthera nivea*), and redmargin zephyrlily (*Zephyranthes simpsonii*). These species have a strong flowering response following fire.

Mesic flatwoods are fragmented on the JWCWMA by roads and ORV trails although they are more resilient than wetland communities to these impacts. Patches of Old-World climbing fern are common throughout the mesic flatwoods.

Mesic Hammock (~ 316 acres)

Mesic hammocks are closed-canopy forests typically dominated by a mix of live oak (*Quercus virginiana*) and cabbage palm with a diverse shrub layer that includes many tropical species in central to south Florida. Mesic hammocks are naturally protected from fire by their position on the landscape, typically as a "tree island" in or adjacent to a wetland. Soils in mesic hammocks are moist due to a dense litter layer and the humid conditions that prevail under the closed canopy but are rarely inundated. Mesic hammocks with significant tropical components are found as far north in coastal Florida as Brevard County. However, the mesic hammocks on the JWCWMA are among some of the furthest north of the known inland "tropical" hammocks. Hammocks on the JWCWMA occur on elevated islands that are part of a narrow curving swathe of hammocks that runs from the Loxahatchee River southwest through the Hungryland Slough to the eastern edge of the Everglades (Cox 1988). One hammock surveyed in the northeastern section of the WMA surrounds a pond apple slough.

On the JWCWMA, the canopy and subcanopy of mesic hammocks contain live oak, swamp laurel oak (*Quercus laurifolia*), common persimmon (*Diospyros virginiana*), cabbage palm, swamp bay, sweetbay, or sugarberry (*Celtis laevigata*). Some of the tropical species found in the understory of the JWCWMA's mesic hammocks include myrsine, strangler fig (*Ficus aurea*), wild lime (*Zanthoxylum fagara*), marlberry (*Ardisia escallonioides*), wild coffee (*Psychotria nervosa*), white stopper (*Eugenia axillaris*), lancewood (*Damburneya coriacea*), and graytwig (*Schoepfia schreberi*). Saw palmetto, southern bayberry, and silverling (*Baccharis glomeruliflora*) are also found in the shrub layer of mesic hammocks.

Mesic hammocks are highly susceptible to invasion by Brazilian pepper (*Schinus terebinthifolius*) and Old World climbing fern and should be targeted for invasive species control and monitoring.

Documented rare plants in this habitat found on the JWCWMA include needleroot airplant orchid (*Dendrophylax porrectus*), hand fern, and multiple species of airplants (*Tillandsia* spp.).

Strand Swamp (~11,587 acres)

Strand swamps are forested wetlands that occupy shallow, elongated depressions or channels. Water may flow in some strand swamps, although on the JWCWMA water movement is imperceptibly slow if at all. The normal hydroperiod for a strand swamp is 200 - 300 days per year with water reaching a maximum depth of 18 - 30 inches in the center of the strand. On the JWCWMA, strand swamps are most extensive in the south and west, perhaps flowing imperceptibly toward Lake Okeechobee or the Everglades. Two types of strand swamp are recognized on the JWCWMA. A typical deep-water strand swamp, with large bald cypress (*Taxodium distichum*) occupies channels, flats, and depressions; because the tallest trees occur toward the center, these strands can have the classic domed profile of some cypress communities. The second strand type is applied to the extensive plains or savannas of widely spaced, dwarfed cypress that occur largely (although not exclusively) in broad swaths alongside deep strands in the western half of the JWCWMA. Although small (6 - 15 feet tall), the large sizes of the buttresses attest to their maturity.

Deep cypress strands on the JWCWMA have a dense understory of shrubs, ferns, and graminoids. Dominant shrubs and subcanopy species include myrsine, southern bayberry, dahoon, peelbark St. John's wort, pond apple, cabbage palm, South Florida slash pine, and red maple (*Acer rubrum*). Toothed midsorus fern (*Telmatoblechnum serrulatum*) and sword ferns (*Nephrolepis exaltata*, *N. biserrata*) are usually common. Some strand swamps are impenetrable due to a thick understory of sawgrass. One of the most striking aspects of strand swamps is the abundance of epiphytes; at least nine species of airplants (*Tillandsia balbisiana, T. fasciculata, T. flexuosa, T. paucifolia, T. recurvata, T. setacea, T. usneoides, T. utriculata, T. variabilis*) have been observed on the JWCWMA (Institute for Regional Conservation 2003), most in strand swamps. Several of these are state-Endangered or Threatened. In addition, the state-Threatened epiphyte needleroot airplant orchid may be found on cypress twigs throughout the JWCWMA swamps. Soils in the center of the strand are highly organic, with deep peat accumulations that wick water from the groundwater table during droughts. Fires occur infrequently in deep water strand swamps but are necessary every 30 - 200 years to maintain cypress dominance.

Except for the dominance of cypress, dwarf cypress savannas have more in common vegetatively with wet prairies and flatwoods than with strand swamps. The herb and low shrub layer are diverse and are maintained by frequent fire. Shrub species in the savannas – St. John’s wort, southern bayberry, dahoon, and water toothleaf – are low and scattered. Maidencane, blue maidencane, Tracy's beaksedge, southern umbrellasedge (*Fuirena scirpoidea*), and white-top sedge (*Rhynchospora latifolia*) are common. Dwarf cypress savannas have little or no organic accumulation and occur on sand or marl soils. Without frequent fire, savannas are invaded by slash pines.

On the JWCWMA, strand swamps have been largely protected from fire by firebreaks and broad bands of ORV tracks. Fire should be allowed to burn across the cypress savannas frequently and into the deeper strands infrequently.

Wet Flatwoods (~9,655 acres)

Wet flatwoods are poorly drained pine forests growing on sands over clay or limestone. At the JWCWMA, wet flatwoods may occur as large flats or as transitional areas between mesic flatwoods and wet prairie. They are inundated for at least a month each year, with soils saturated to the surface for 3 to 4 months in most years. They are dependent on frequent fire, every 2 to 4 years, to prevent shrub invasion.

Wet flatwoods have a sparse canopy of widely scattered South Florida slash pine, usually less than 25% coverage. The tall shrub layer is often dominated by southern bayberry, myrsine and dahoon holly. The short shrub cover is sparse to moderately dense, dominated by southern bayberry and peelbark St. John's wort. Saw palmetto occurs in isolated clumps. Wet flatwoods support a rich layer of grasses and sedges; characteristic species include wiregrass, Florida threeawn grass (*Aristida rhizomophora*), bottlebrush threeawn (*Aristida spiciformis*), hairawn muhly (*Muhlenbergia capillaris*), blue maidencane, toothache grass, beaksedges, umbrellasedges (*Fuirena scirpoidea, F. breviseta*), white-top sedges (*Rhynchospora latifolia, R. colorata*), nutrushes (*Scleria reticularis, S. baldwinii, S. georgiana*), and sugarcane plumegrass (*Saccharum giganteum*). Characteristic forbs are milkworts (*Polygala cymosa*, *P. lutea*, *P. cruciata*, *P. nana*, and *Asemeia violacea*), yellow colic-root (*Aletris lutea*), rosy camphorweed, primrosewillow (*Ludwigia* sp.), spadeleaf (*Centella asiatica*), pineland daisy (*Chaptalia tomentosa*), tickseed, southeastern sneezeweed (*Helenium pinnatifidum*), white sunnybell (*Schoenolirion albiflorum*), button rattlesnakemaster, blazing star (*Liatris* spp.), pipeworts, yellow hatpins (*Syngonanthus flavidulus*), and yellow-eyed grasses.

Wet Prairie (~1,641 acres)

Wet prairies are hydric grasslands on poorly drained sands over clay or limestone. On the JWCWMA, wet prairies may occur as large flats or as transitional areas between wet flatwoods and marshes. The many marshy depressions and dome swamps on the JWCWMA often have a shallow prairie edge with a shorter hydroperiod. Contiguous prairies are somewhat larger in the southeastern and northern sections of the JWCWMA. Algal mats, periphyton layer composed of many species of blue-green algae, are characteristic of wet prairies on the JWCWMA. During the rainy season, mats can be up to 1.6 inches thick, blanketing the ground and low vegetation. As with wet flatwoods, prairies are dependent on frequent fire, every 2 to 3 years, to prevent shrub invasion.

Wet prairies share many of the same species as wet flatwoods. Major differences include the following: (1) wet prairies have less than 5% cover of slash pine, which tend to be small and stunted; (2) saw palmetto is typically absent or limited to infrequent small clumps; (3) wiregrass and Florida threeawn grass are typically absent except on the upper edges of the community; and (4) the cover of peelbark St. John's wort and water toothleaf is typically less than half that of the surrounding wet flatwoods. Beaksedges, and nutrushes dominate the herbaceous groundcover. Rare plant species documented in wet prairies on the JWCWMA include meadow jointvetch (*Aeschynomene pratensis* var. *pratensis*), pine lily, celestial lily, and blueflower butterwort (*Pinguicula caerulea*).

On the JWCWMA, wet prairies are at risk from invasive plant species such as Wright's nutrush (*Scleria lacustris*) and ORV use throughout the area.

Altered Community Descriptions

Agriculture (~1,305 acres)

Agriculture areas are defined as row crops, citrus groves, and sod fields that are generally being maintained to grow products for human or domesticated animal use. The JWCWMA does not maintain any agricultural fields for either humans or domesticated animals.

Canal/Ditch (~239 acres)

Artificial linear drainage ways. The JWCWMA has six main canals and many ditches along roads and trails across the WMA. The main canals are maintained to keep the water clear of vegetation for fishing opportunities.

Clearing (~19 acres)

Recent or historic clearings that have significantly altered the groundcover and/or overstory of the original natural community (old homesites, etc.), clearings of unknown origins. Clearings on JWCWMA include an old homesite.

Developed (~69 acres)

Developed areas include check stations, ORV use areas, parking lots, buildings, maintained lawns (as part of recreational, business, or residential areas), botanical or ornamental gardens, campgrounds, recreational, industrial, and residential areas. The JWCWMA has 2 check stations, 14 campsites, a field office compound and the Everglades Youth Conservation Camp that encompasses most of the developed areas.

Road (~523 acres)

Roads are areas that are paved or unpaved and intended for vehicular traffic. The JWCWMA has 21 miles of road that is both paved and unpaved. The JWCWMA has approximately 109 miles of trails throughout the area available for hunting opportunities. Specialized vehicles are needed to access these trails and the trails are only available for use during designated hunting seasons.

Utility Corridor (~1,351 acres)

Utility corridors include electric, gas, telephone, and right-of-way areas and corridors. The JWCWMA has 1 main powerline that cuts north to south through the eastern portion of the property. Right-of-ways are found around the boundary of the WMA especially along roads, such as Seminole Pratt Whitney Road, and levees, such as the M-0 canal, L-8 canal and Dupuis WEA boundary.

Wildlife Food Plot (~653 acres)

Planted or unplanted areas benefit wildlife or game species, including dove fields; if not maintained, these areas are often dominated by weedy native and non-native species. The JWCWMA has historical agricultural fields that grow tomatoes. These fields were eventually used

and developed into food plots for wildlife, specifically turkey and seeded before spring turkey season. The road that leads into the fields is now known as “Tomato Field Grade” and the fields are still in mowing rotations in preparation for spring turkey season. Due to issues with invasive plant species, seeding these fields was discontinued.

11.7 Imperiled Plant Descriptions

Meadow Jointvetch (*Aeschynomene pratensis*) - Meadow jointvetch is a perennial herb with robust, erect stems that prefers dome swamp, glades marsh, marl prairie, prairie hammock, slough, and strand swamp. This species does not require fire, but staff should allow fire to naturally enter and extinguish within its habitats when feasible. Hydrological disturbances and habitat alteration negatively affect this species; therefore, staff should maintain and restore the natural hydrology where practicable and protect known areas with known occurrences. Flowering and fruiting, which occurs throughout the year, are the best time for conducting surveys or verifying species identity.

Pine-Pink Orchid (*Bletia purpurea*) - 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 (*Taxodium ascendens)* bases. It occurs in pinelands (mesic flatwoods, pine rocklands, 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 where fire is 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, avoid constructing fire breaks in ecotones, maintain and restore the 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 (*Calopogon multiflorus*) - 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, 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.

Butterfly Orchid (*Encyclia tampensis*) - 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, 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 (*Eulophia ecristata*) - 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, 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.

Garberia (*Garberia heterophylla*) - Garberia is a slow-growing perennial evergreen shrub that prefers partial to full sun and well-drained sandy soils in coastal strand, dry prairie, mesic flatwoods, sandhill, scrub, scrubby flatwoods, and xeric hammock. This species requires fire during the growing season that reduces the encroachment of woody species and creates open areas allowing sunlight to reach the ground. Garberia is well adapted to growing season fires by vigorously re-sprouting, strong seedling establishment, and producing flowers five months after exposure to fire. Altered fire regimes and fire suppression negatively affect this species, therefore, prescribed fire should follow appropriate natural community fire regimes and vary by season, frequency, and fire intensity to ensure species diversity. Flowering, which occurs from September to November, is the best time for conducting surveys or verifying species identity.

Threadroot Orchid (*Harrisella porrecta*) - 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, 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.

Catesby Lily (*Lilium catesbaei*) - 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, 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.

Celestial Lily (*Nemastylis floridana*) - Celestial lily, endemic to Florida, is a is a perennial herb that prefers low open sunny areas in mesic flatwoods, wet flatwoods, wet prairie. This species also occurs in hydric hammock and along the edges of basin marsh and dome swamp. Celestial lily needs a fire regime that includes frequent (2-3 years) growing season fires that reduce the encroachment of woody species. This species blooms in large numbers in the season following a fire. Fire suppression and hydrologic disturbances negatively affect this species; therefore, avoid constructing fire breaks in ecotones, maintain and restore the natural hydrology, and apply natural community specific fire regimes. Flowering, which occurs from August to October, is the best times for conducting surveys or verifying species identity and due to flowers opening in late afternoon, surveys should occur between 4:30-6:00 pm.

Giant Sword Fern (*Nephrolepis biserrata*) - Giant sword fern is a terrestrial or less commonly epiphytic or epipetric fern forming tufts of 3-5 fronds. This species prefers dome swamp, hydric hammock, prairie hammock, and rockland hammock. Giant sword fern is non-fire adapted, but some of its preferred habitats occasionally burn as a result of fire entering from adjacent fire-maintained communities. Habitat alteration, which may include forestry, negatively affect this species; therefore, protect areas with known occurrences. Giant sword fern is identifiable throughout the year.

Hand Fern (*Ophioglossum palmatum*) – Hand fern is an epiphytic fern that prefers dome swamp, floodplain swamp, hydric hammock, mesic hammock, strand swamp, and wet flatwoods. This species mainly occurs on cabbage palms (*Sabal palmetto*). Although plants can be observed at various points along the trunks of the palms, from near the bases to just below the crown, they are generally restricted to the upper parts of the palms. This species is not fire tolerant, so staff should protect host plants when applying fire around known occurrences. Illegal collecting and hydrological disturbances negatively affect these species; therefore, protect areas with known occurrences, and staff should maintain and restore the natural hydrology where practicable. Hand fern is identifiable throughout the year.

Cinnamon Fern (*Osmunda cinnamomea*) 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, 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, 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 (*Pinguicula caerulea*) 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 creates open areas allowing sunlight to reach the ground. Soil and hydrologic disturbances negatively affect these species; therefore, 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.

Snowy Orchid (*Platanthera nivea*) - Snowy orchid is a terrestrial perennial orchid that prefers full or partial sun and moist to wet acidic soils in dry prairie, dome swamp, hydric hammock, mesic flatwoods, mesic hammock, strand swamp, wet flatwoods, and wet prairie. It also occurs in cypress swamp and wet roadside ditches. The specific fire requirements are unknown for this species. However, since it prefers full or partial sun, a fire regime in flatwoods and prairie that includes frequent (2-3 year) growing season fires that reduce the encroachment of woody species will be beneficial for this species. Soil and hydrologic disturbance negatively affect this species; therefore, maintain and restore the natural hydrology where practicable, and avoid using heavy machinery in wetlands with known occurrences of these species. Flowering, which occurs primarily from May to September (usually peaking during June), is the best time for conducting surveys or verifying species identity. Because flowering in this species is highly erratic from year to year, populations may be persisting even if not seen.

Rose Pogonia (*Pogonia ophioglossoides*) - 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, 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.

Saw Palmetto (*Serenoa repens*) - Saw palmetto is a small fan palm that grows in clumps or dense thickets in many natural communities in Florida, both wet and dry. This species does not require fire for its survival. However, many of its preferred communities require periodic or frequent fire. Most fires defoliate and top kill saw palmetto, but it resprouts soon after a fire. Illegal collecting of saw palmetto berries negatively affects this species; therefore, take precautions to protect berries from harvest. Saw palmetto is identifiable throughout the year.

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).

Leafless Beaked Orchid (*Stenorrhynchos lanceolatus*) - 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, avoid constructing fire breaks in ecotones, maintain and restore the 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.

West Indian Mahogany (*Swietenia mahagoni*) - West Indian mahogany is a semi-deciduous monoecious tree that prefers moist but well-drained areas in coastal berm, maritime hammock, and rockland hammock. The specific fire requirements are unknown for this species. However, some of its preferred habitats occasionally burn during periods of drought so staff should allow fire to naturally enter and extinguish within its habitats when feasible. Illegal collecting and habitat alteration negatively affect this species; therefore, protect known occurrences and make sure not to negatively influence areas with known occurrences. Flowering, which occurs from May to June, is the best time for conducting surveys or verifying species identity.

Dentate Lattice-Vein Fern (*Thelypteris serrata*) - Dentate lattice-vein fern is an evergreen fern that prefers dome swamp, floodplain swamp, and strand swamp. This species is non-fire adapted, but some of its preferred habitats occasionally burn when fire enters from adjacent fire-maintained communities. Incompatible and intensive forestry practices such as clearcutting and heavy logging negatively affect this species; therefore, protect areas with known occurrences. Dentate lattice-vein fern is identifiable throughout the year.

Inflated and Reflexed Wildpine (*Tillandsia balbisiana*), Common Wild-Pine (*T. fasciculata*), Twisted or Banded Air-Plant (*T. flexuosa*), Giant Wild-Pine (*T. utriculata*), and Soft-Leaved Wild-Pine (*T. valenzuelana*) - 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, 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 will 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.

Simpson's Zephyr-Lily (*Zephyranthes simpsonii*) - 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, protect areas with known occurrences, and 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

Palm Beach County Area, Florida

[Minor map unit components are excluded from this report]

Map unit: 2 - Anclote fine sand

Component: Anclote (90%)

The Anclote component makes up 90 percent of the map unit. Slopes are 0 to 2 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 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 not 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 6 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: 6 - Basinger fine sand, 0 to 2 percent slopes

Component: Basinger (80%)

The Basinger 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 frequently 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: 8 - Basinger and Myakka sands, depressional

Component: Basinger, depressional (48%)

The Basinger, depressional component makes up 48 percent of the map unit. Slopes are 0 to 2 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 very 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 June, July, August, September, October, November. 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: Myakka, depressional (46%)

The Myakka, depressional component makes up 46 percent of the map unit. Slopes are 0 to 2 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 June, July, August, September, October, November. 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: 10 - Cypress Lake fine sand, 0 to 2 percent slopes

Component: Cypress Lake (85%)

The Cypress Lake 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 over limestone. Depth to a root restrictive layer, bedrock, lithic, is 33 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 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

Map unit: 10 - Cypress Lake fine sand, 0 to 2 percent slopes

Component: Cypress Lake (85%)

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 - Floridana fine sand, frequently ponded, 0 to 1 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 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 6 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 1 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: 16 - Brynwood fine sand, 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 7 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 12 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 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: 17 - Holopaw fine sand, 0 to 2 percent slopes

Component: Holopaw (85%)

The Holopaw 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. 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: 18 - Immokalee fine sand, 0 to 2 percent slopes

Component: Immokalee (90%)

The Immokalee component makes up 90 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 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: 21 - 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 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: 24 - Okeelanta muck, drained, frequently ponded, 0 to 1 percent slopes

Component: Okeelanta, drained (90%)

The Okeelanta, drained 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 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 not flooded. It is frequently 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 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: 25 - 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: 29 - 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: 30 - Pinellas fine sand, 0 to 2 percent slopes

Component: Pinellas (85%)

The Pinellas 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 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. 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: 34 - 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: 36 - Riviera fine sand, 0 to 2 percent slopes

Component: Riviera (80%)

The Riviera 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 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 1 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: 37 - Riviera fine sand, frequently ponded, 0 to 1 percent slopes

Component: Riviera (85%)

The Riviera 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 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: 39 - Sanibel muck

Component: Sanibel (85%)

The Sanibel 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 thin 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 not flooded. It is frequently 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 38 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

Map unit: 39 - Sanibel muck

Component: Sanibel (85%)

has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 42 - Tequesta muck, frequently ponded, 0 to 1 percent slopes

Component: Tequesta (90%)

The Tequesta 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 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 high. Available water to a depth of 60 inches (or restricted depth) is 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 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. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 43 - Terra Ceia muck, drained, frequently ponded, 0 to 1 percent slopes

Component: Terra Ceia, drained (84%)

The Terra Ceia, drained component makes up 84 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 seasonal zone of water saturation is at 0 inches during June, July, August, September. 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: 47 - Udorthents, 2 to 35 percent slopes

Component: Udorthents (95%)

The Udorthents component makes up 95 percent of the map unit. Slopes are 2 to 65 percent. This component is on fills on marine terraces on coastal plains. The parent material consists of altered marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is 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 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 - Wabasso fine 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 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 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 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: 99 - Water

Component: Water (100%)

Generated brief soil descriptions are created for major soil components. The Water 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

2016 Land Management Review Team Report for J.W. Corbett Wildlife Management Area

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1. 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, 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 Appendix is a compilation of feedback, concerns or other thoughts provided by individual team members. It is not necessarily indicative of the final consensus reached by the land management review team.

1.1. Property Reviewed in this Report

Name of Site: J.W. Corbett Wildlife Management Area

Managed by: Florida Fish & Wildlife Conservation Commission

Acres: 60,478 (3,908 acres titled to TIITF) **County:** Palm Beach

Purpose(s) for Acquisition: 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.

Acquisition Program(s): Florida Forever **Original Acquisition Date:** 6/1/1972

Area Reviewed: TIITF lands **Last Management Plan Approval Date:** 7/7/2015

Review Date: 2/29/2016

Agency Manager and Key Staff Present:

- Dave Sweetay, FWC district biologist
- Carrie Black, biologist
- Mike Anderson, FWC regional biologist

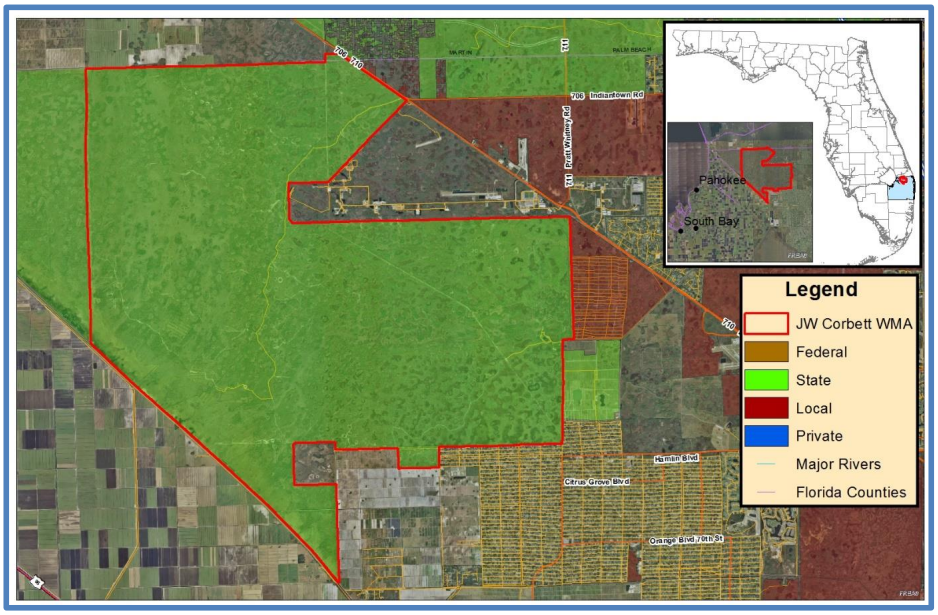
Review Team Members Present (voting)

- DRP: Miranda Cunningham
- FWC: Lindsay Nester
- FFS: Bill Korn
- DEP: David Smith
- SWCD:
- Local gov't: Harper Carroll
- Conservation organization: Lynn Sweetay
- Private land manager:

Other Non-Team Members Present (attending)

- Aric Larson, DEP/DSL
- Jackie Smith, FWC IPM

1.2 Property Map



1.3. Overview of Land Management Review Results

Is the property managed in accordance with the purposes for which it was acquired?

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	4.32	3.25
Prescribed Fire / Habitat Restoration	4.56	4.72
Hydrology	4.32	4.19
Imperiled Species	4.04	4.34
Exotic / Invasive Species	4.37	4.48
Cultural Resources	5.00	4.58
Public Access / Education / Law Enforcement	3.58	3.65
Infrastructure / Equipment / Staffing	4.14	N/A
Color Code (See Appendix A for detail)		

1.3.1 Consensus Commendations for the Managing Agency

The following commendations resulted from discussion and vote of the review team members:

1. The review team commends FWC for their continued effort to survey, treat and monitor for invasive plant species throughout the property which has brought the majority of the WMA into a maintenance condition status with all zones on a three-year rotation for invasive plant sweeps. This is one of the most outstanding invasive treatment programs in Florida. (6+, 0-)

2. The review team commends FWC for good efforts to double the annual burn goal to 8,000 acres and to increase the amount of prescribed fire accomplished in the last two years. (6+, 0-)

3. The review team commends FWC for initiating planning effort to contract for hydrological modeling and assessment of restoration potential. (6+, 0-)

4. The review team commends FWC for forward thinking plans to expand recruitment habitat for RCWs and aggressive management activities to enhance current and future RCW management zones. (6+, 0-)

1.3.2. Consensus Recommendations to the Managing Agency

The following recommendations resulted from a discussion and vote of the review team members. The next management plan update should include information about how these recommendations have been addressed:

1. The review team recommends that FWC consider adding on-site housing for a biologist and/or law enforcement position. (6+, 0-)

   Managing Agency Response: *The JWCWMA Management Plan identifies the potential need for onsite housing as a management challenge (page 140). The FWC will evaluate the feasibility of constructing an onsite residence for JWCWMA staff. The FWC notes that constructing onsite residence for JWCWMA staff received opposition at the management plan public hearing (page 477), and that development of facilities is dependent upon receiving funding appropriations from the Florida Legislature.*

2. The review team recommends that FWC continue efforts to identify and implement mechanical treatments in the areas of flatwoods with high levels of saw palmetto and shrubby fuels which have made burning difficult; and when burned, present threats to loss of old growth slash pine. (6+, 0-)

   Managing Agency Response: *The FWC will continue to use mechanical treatments to reduce understory fuels prior to burning where it is feasible and appropriate, and as funding allows. The FWC notes that JWCWMA Management Plan identifies an objective to improve 25 acres of habitat per year using chopping, mowing and prescribed fire techniques (page 110).*

3. The review team recommends that FWC assess additional strategies for alternative staffing opportunities to facilitate more frequent burning in the non-RCW flatwoods. (6+, 0-)

   Managing Agency Response: *The FWC notes that staffing is dependent upon receiving funding appropriations from the Florida Legislature. As funding allows, FWC will continue to staff and manage the JWCWMA at levels that will allow FWC to implement the approved Management Plan and will request additional funding for staff and management resources as appropriate. The FWC further notes that two additional OPS staff positions to assist in the management of JWCWMA have been established. The FWC has also conducted prescribed burns cooperatively with the assistance of Palm Beach County and the Florida Forest Service. The FWC will continue to work with other agencies, and explore the possibility of using contractors to facilitate the annual prescribed burning as described in the approved Management Plan (page 110).*

4. The review team recommends that FWC assess options for improving parking for walk in access to the Leon Moss parcel that requires the cooperation of the Indian Trails Improvement District. (6+, 0-)

   Managing Agency Response: *The FWC has identified the lack of public access to the Leon Moss tract as a management challenge in the approved Management Plan (page 140). Though siting*

of a parking area is problematic due to a Florida Power and Light (FPL) easement and potential wetland impacts, the FWC has developed a strategy to coordinate with FPL to explore the feasibility of improved public access to this tract.

2. Field Review Details

2.1. 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 or not resource protection measures are sufficient on the property.

   Managing Agency Response: *The FWC notes that staffing is dependent upon receiving funding appropriations from the Florida Legislature. As funding allows, FWC will continue to staff and manage the JWCWMA at levels that will allow FWC to implement the approved Management Plan and will request additional funding for staff and management resources as appropriate. FWC management staff assigned to JWCWMA will continue to cooperate with FWC Law Enforcement to effectively enforce the area's rules, regulations, and applicable laws.*

2.2. 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	5	5	5	5	5	5			5.00
Strand / Dome Swamp	I.A.2	5	5	X	5	4	5			4.80
Basin Marsh	I.A.3	5	5	5	5	4	5			4.83
Wet Prairie	I.A.4	5	X	5	4	5	4			4.60
Mesic Hammock	I.A.5	5	5	X	5	5	5			5.00
Depression Marsh	I.A.6	5	5	X	X	4	5			4.75
									Natural Communities Average Score	4.83
Listed Species: Protection & Preservation (I.B)										
Animals	I.B.1	4	4	X	4	4	4			4.00
RCW	I.B.1.a	5	4	4	4	4	5			4.33
Plants	I.B.2	3	4	X	4	4	4			3.80
									Listed Species Average Score	4.04

Natural Resources Survey/Management Resources (I.C)										
Listed species or their habitat monitoring	I.C.2	5	5	5	5	4	5			4.83
Other non-game species or their habitat monitoring	I.C.3	3	X	4	4	4	5			4.00
Fire effects monitoring	I.C.4	4	5	5	4	4	5			4.50
Other habitat management effects monitoring	I.C.5	4	4	X	4	4	4			4.00
Invasive species survey / monitoring	I.C.6	5	5	4	5	5	5			4.83
Cultural Resources (Archeological & Historic sites) (II.A, II.B)										
Cultural Res. Survey	II.A	5	5	5	5	5	5			5.00
Protection and preservation	II.B	5	5	5	5	5	5			5.00
									Cultural Resources Average Score	5.00
Resource Management, Prescribed Fire (III.A)										
Area Being Burned (no. acres)	III.A1	4	5	5	5	5	5			4.83
Frequency	III.A.2	3	4	4	4	5	5			4.17
Quality	III.A.3	4	5	5	5	4	5			4.67
									Resource Management, Prescribed Fire Average Score	4.56
Restoration (III.B)										
									Restoration Average Score	NA
Forest Management (III.C)										
Timber Inventory	III.C.1	3	4	X	3	5	4			3.80
									Forest Management Average Score	3.80
Non-Native, Invasive & Problem Species (III.D)										
Prevention										
prevention - plants	III.D.1. a	5	5	5	5	5	5			5.00
prevention - animals	III.D.1. b	3	4	5	4	4	4			4.00
prevention - pests/pathogens	III.D.1. c	4	4	X	4	4	X			4.00
Control										
control - plants	III.D.2. a	5	5	5	5	5	5			5.00
control - animals	III.D.2. b	4	X	5	4	4	4			4.20
control - pest/pathogens	III.D.2.c	4	X	X	4	4	X			4.00
									Non-Native, Invasive & Problem Species Average Score	4.37
Hydrologic/Geologic function Hydro-Alteration (III.E.1)										
Roads/culverts	III.E.1. a	3	5	5	5	4	5			4.50
Ditches	III.E.1. b	3	5	5	5	4	5			4.50
Hydro-period Alteration	III.E.1. c	2	5	X	5	4	5			4.20
Water Level Alteration	III.E.1. d	2	5	X	5	4	5			4.20
Dams, Reservoirs or other impoundments	III.E.1. e	3	5	X	5	4	5			4.40
									Hydrologic/Geologic function, Hydro-Alteration Average Score	4.36
Ground Water Monitoring (III.E.2)										
Ground water quality	III.E.2. a	4	4	X	4	4	4			4.00
Ground water quantity	III.E.2. b	4	4	X	5	4	5			4.40
									Ground Water Monitoring Average Score	4.20

Surface Water Monitoring (III.E.3)										
Surface water quality	III.E.3. a	5	4	X	4	4	4			4.20
Surface water quantity	III.F.3. b	5	4	X	5	4	5			4.60
									Surface Water Monitoring Average Score	4.40
Resource Protection (III.F)										
Boundary survey	III.F.1	3	3	3	4	2	3			3.00
Gates & fencing	III.F.2	4	4	4	4	3	3			3.67
Signage	III.F.3	5	5	5	3	3	4			4.17
Law enforcement presence	III.F.4	3	2	1	3	2	2			2.17
									Resource Protection Average Score	3.25
Adjacent Property Concerns (III.G)										
Land Use										
GL Homes Development	III.G.1. a	4	4	4	4	4	5			4.17
Mecca Farms Reservoir	III.G.1. b	3	4	X	4	4	4			3.80
Vavrus Ranch	III.G.1. c	3	3	X	4	4	4			3.60
Inholdings/additions	III.G.2	3	5	X	4	4	4			4.00
Public Access & Education (IV.1, IV.2, IV.3, IV.4, IV.5)										
Public Access										
Roads	IV.1. a	4	4	4	5	3	4			4.00
Parking	IV.1. b	3	X	3	3	3	3			3.00
Environmental Education & Outreach										
Wildlife	IV.2. a	4	4	5	4	4	4			4.17
Invasive Species	IV.2. b	4	4	5	4	4	4			4.17
Habitat Management Activities	IV.2.c	4	4	5	4	4	4			4.17
Interpretive facilities and signs	IV.3	3	4	4	3	5	4			3.83
Recreational Opportunities	IV.4	5	5	5	4	5	4			4.67
Management of Visitor Impacts	IV.5	3	4	3	4	3	3			3.33
									Public Access & Education Average Score	3.92
Management Resources (V.1, V.2, V.3. V.4)										
Maintenance										
Waste disposal	V.1.a	3	4	4	5	4	4			4.00
Sanitary facilities	V.1.b	3	4	3	4	4	3			3.50
Infrastructure										
Buildings	V.2.a	5	5	5	5	4	4			4.67
Equipment	V.2.b	4	4	5	5	4	4			4.33
Staff	V.3	4	4	4	4	3	5			4.00
Funding	V.4	4	4	5	4	4	5			4.33
									Management Resources Average Score	4.14

Color Code:	Excellent	Above Average	Below Average	Poor	See Appendix A for detail
		Missing Vote	Insufficient Information		

3. Land Management Plan Review Details

3.1 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:**

The review team checklist did not identify items requiring improvement in the management plan.

3.2 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	3	3	3	4	3	3			3.17
Strand / Dome Swamp	I.A.2	3	3	3	4	3	3			3.17
Basin Marsh	I.A.3	3	3	3	4	3	3			3.17
Wet Prairie	I.A.4	3	3	3	4	3	3			3.17
Mesic Hammock	I.A.5	3	3	3	4	3	3			3.17
Depression Marsh	I.A.6	3	3	3	4	3	3			3.17
									Natural Communities Average Score	3.17
Listed species: Protection & Preservation (I.B)										
Animals	I.B.1	4	X	5	4	4	4			4.20
RCW	I.B.1.a	5	5	5	4	5	5			4.83
Plants	I.B.2	3		5	4		4			4.00
									Listed Species Average Score	4.34
Natural Resources Survey/Management Resources (I.C)										
Listed species or their habitat monitoring	I.C.2	4	5	5	4	4	5			4.50
Other non-game species or their habitat monitoring	I.C.3	3	5	5	4	4	5			4.33
Fire effects monitoring	I.C.4	3	5	5	5	3	5			4.33
Other habitat management effects monitoring	I.C.5	3	5	4	4	4	4			4.00
Invasive species survey / monitoring	I.C.6	4	5	5	4	4	4			4.33
Cultural Resources (Archeological & Historic sites) (II.A, II.B)										
Cultural Res. Survey	II.A	4	5	5	5	5	4			4.67
Protection and preservation	II.B	4	5	5	5	5	3			4.50
									Cultural Resources Average Score	4.58
Resource Management, Prescribed Fire (III.A)										
Area Being Burned (no. acres)	III.A.1	4	5	5	5	5	5			4.83

Frequency	III.A.2	4	5	5	5	5	5			4.83
Quality	III.A.3	4	5	5	5	3	5			4.50
Resource Management, Prescribed Fire Average Score										4.72
Restoration (III.B)										
Restoration Average Score										NA
Forest Management (III.C)										
Timber Inventory	III.C.1	2	3	3	3	5	4			3.33
Forest Management Average Score										3.33
Non-Native, Invasive & Problem Species (III.D)										
Prevention										
prevention - plants	III.E.1. a	4	5	5	5	5				4.80
prevention - animals	III.E.1. b	4	4	5	4	5				4.40
prevention - pests/pathogens	III.E.1.c	4	4	5		4				4.25
Control										
control - plants	III.E.2. a	4	5	5		5	4			4.60
control - animals	III.E.2. b	4		5		5	4			4.50
control - pest/pathogens	III.E.2.c	4		5		4				4.33
Non-Native, Invasive & Problem Species Average Score										4.48
Hydrologic/Geologic function, Hydro-Alteration (III.E.1)										
Roads/culverts	III.F.1. a	3	4	5	5	5	4			4.33
Ditches	III.F.1. b	3	4	4	4	5	4			4.00
Hydro-period Alteration	III.F.1. c	4	4	4	4	5	4			4.17
Water Level Alteration	III.F.1. d	4	4	4	4	4	4			4.00
Dams, Reservoirs or other impoundments	III.F.1. e	3	4	4	4	4	4			3.83
Hydrologic/Geologic function, Hydro-Alteration Average Score										4.07
Ground Water Monitoring (III.E.2)										
Ground water quality	III.F.2. a	3	5	5	4	4	4			4.17
Ground water quantity	III.F.2. b	3	5	5	5	4	4			4.33
Ground Water Monitoring Average Score										4.25
Surface Water Monitoring (III.E.3)										
Surface water quality	III.F.3. a	3	5	5	4	4	4			4.17
Surface water quantity	III.F.3. b	3	5	5	5	4	4			4.33
Surface Water Monitoring Average Score										4.25
Resource Protection (III.F)										
Boundary survey	III.G.1	3	4	4	4	2	3			3.33
Gates & fencing	III.G.2	3	4	4	4	3	3			3.50
Signage	III.G.3	3	5	4	4	4	3			3.83
Law enforcement presence	III.G.4	2	3	3	3	4	3			3.00
Resource Protection Average Score										3.42
Adjacent Property Concerns (III.G)										
Land Use										
GL Homes Development	III.H.1. a	3	4	2	4	3	3			3.17
Mecca Farms Reservoir	III.H.1. b	3	3	2	4	3	3			3.00

Vavrus Ranch	III.H.1. c	3	3	2	4	3	3			3.00
Inholdings/additions	III.H.2	3	5	5	3	4	3			3.83
Discussion of Potential Surplus Land Determination	III.H.3	3	4	5	4	5	3			4.00
Surplus Lands Identified?	III.H.4	3	4	5	4	5	3			4.00
Public Access & Education (IV.1, IV.2, IV.3, IV.4, IV.5)										
Public Access										
Roads	IV.1. a	4	4	4	4	5	4			4.17
Parking	IV.1. b	3	3	4	3	4	3			3.33
Environmental Education & Outreach										
Wildlife	IV.2. a	3	4	4	4	4	4			3.83
Invasive Species	IV.2. b	3	4	4	4	4	4			3.83
Habitat Management Activities	IV.2.c	3	4	4	4	4	4			3.83
Interpretive facilities and signs	IV.3	2	4	4	3	5	4			3.67
Recreational Opportunities	IV.4	4	5	4	4	5	5			4.50
Management of Visitor Impacts	IV.5	2	4	4	4	5	4			3.83
									Public Access & Education Average Score	3.88
Managed Area Uses (VI.A, VI.B)										
Existing Uses										
Hunting	VI.A.1	5	5	5	5	5	5			5.00
Fishing	VI.A.2	5	3	4	4	3	4			3.83
Horseback Riding	VI.A.3	4	3	4	4	4	4			3.83
Environmental Education	VI.A.4	5	4	4	4	5	4			4.33
Hiking	VI.A.5	5	4	4	4	5	5			4.50
Vehicle Access	VI.A.6	3	3	4	4	5	4			3.83
Bicycling	VI.A.7	4	2	4	4	4	4			3.67
Proposed Uses										

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

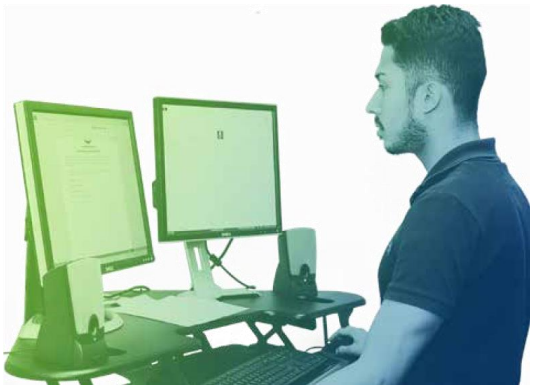
Accountability We set challenging goals for our achievement and hold ourselves accountable for the results

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.



♦

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.

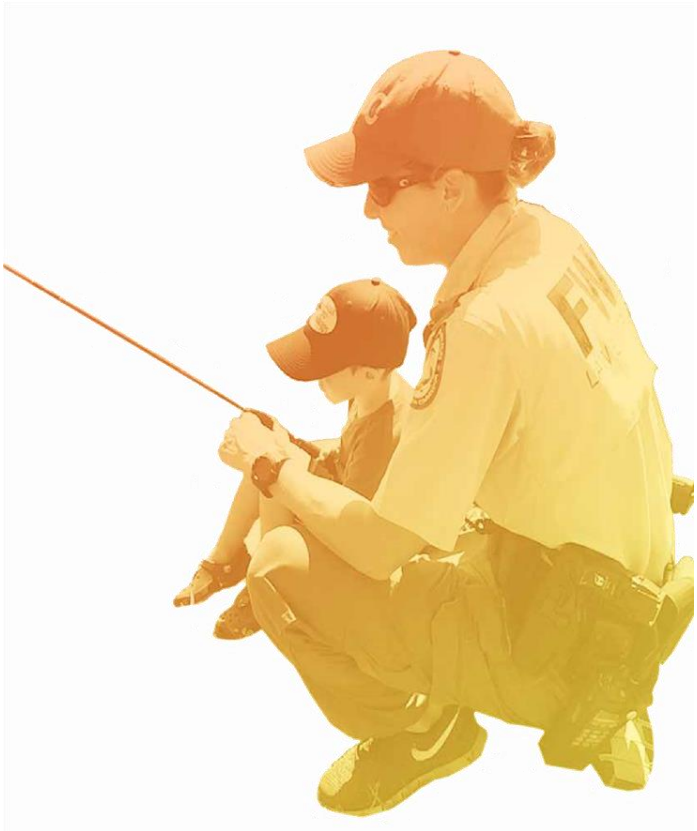
Conservation through Innovation – Private Lands: Partner with private landowners as a key to enhanced conservation.

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 .

HSC

Habitat and Species Conservation

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.

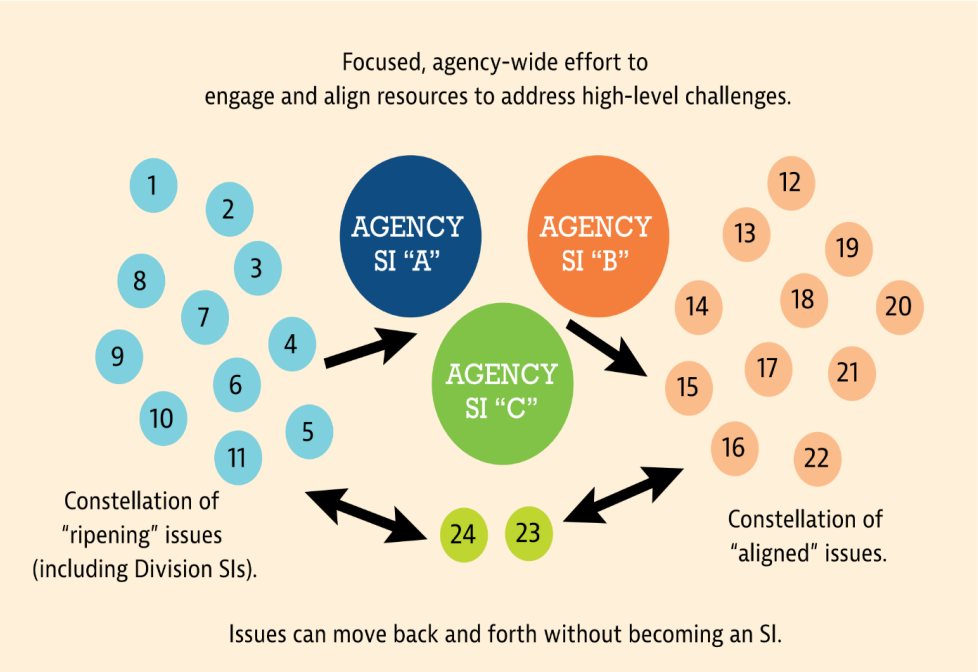


Figure 2. Dynamic Strategic Initiatives for 2020-2024
There will be no more than three agency strategic initiatives at any one time with no more than three strategic initiatives per division. Initiatives can change when special emphasis is no longer needed and they will be tracked as part of the strategic 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).

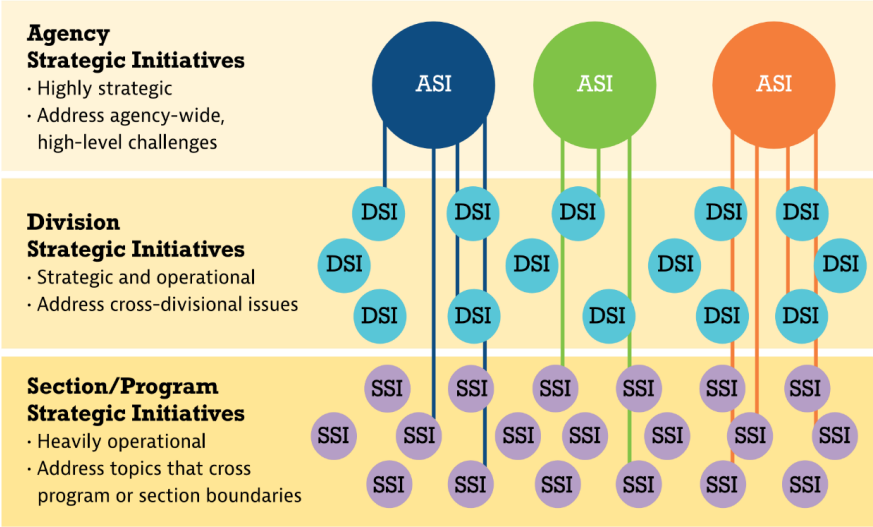


Figure 3. Strategic initiatives at the agency, division, and section or program levels. Vertical alignment of effort and coordination supports progress toward initiatives at multiple levels within the agency.

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

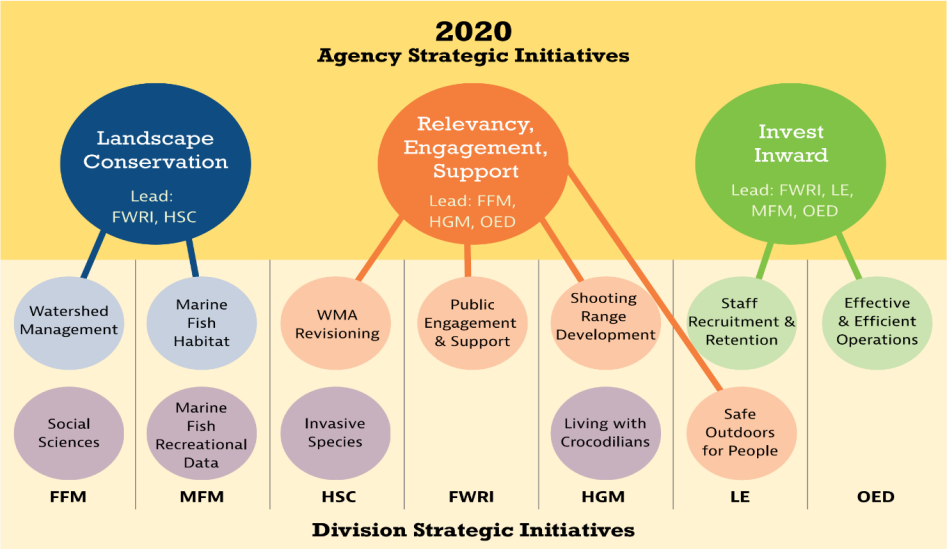


Figure 4. Vertical alignment between the agency and division initiatives shows multiple tiers of support for the broad initiative topics.

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 Watershed management Social sciences	Lake management plans Chipola and shoal bass Largemouth bass
FWRI	Relevancy Landscape conservation Diversify and modernize revenue K-12 and new resident education	Staff recruitment and retention Integrative research on events Integrative research on events Integrate research and management
HGM	Landscape conservation Expand participation in conservation Wildlife conflict	Implement R3 plan Shooting range construction Living with crocodilians campaign
HSC	Infrastructure improvement Landscape conservation Relevancy Invasive species	WMA re-visioning (relevancy) HSC's role in landscape conservation
LE	Invest inward Public service Science and conservation	Reinforce culture that cares Recruit and retain quality staff Safe environment for people
MFM	Invasives Wildlife trafficking Corals Invest inward	Maximize productivity, capacity Marine fish habitat Marine fish recreation data collection
OED	Internal focus/invest inward Human dimensions and social science Connectivity with other D/Os Effective, efficient operation	OED organizational management

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.

1

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).

<u>WMA/WEA Staff Responsibilities</u>

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: 21233 **3. Contract Manager's Name/Telephone Number:** Byron A. Williams 850-617-9510
4. Project Manager: Marsha Ward **Date:** 2/24/2022 **Telephone #:** (561) 882-5708 **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, Joshua Gentry, J.W. Corbett WMA and Jones/Hungryland WEA

7. Original Contract Amount	**Increase Amount**	**Decrease Amount**	**Revised Contract Amount**
$ 800.00/yr - $2,400.00 Tota	$	$	$

8. Contract Begin Date: 4/4/2022 **Original End Date:** 4/3/2025 **New End Date:**
9. Vendor Name: Joshua Gentry **Telephone#:** 561-644-3461
10. Vendor's Contact Name: Joshua Gentry **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: 2022.02.24 13:55:16 -05'00'	**Date:** 2/24/2022	**FCCM #:** 18072
☑	*If not applicable, indicate with "N/A"* **Budget Reviewer Name:** Rosa Guthrie	Digitally signed by Rosa Guthrie Date: 2022.02.25 13:02:47 -05'00'	**Date:** 2/25/2022	**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: 2022.02.28 08:39:10 -05'00'	**Date:** 2/28/2022	**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: 2022.02.28 13:40:00 -05'00'	**Date:** 2/28/2022	**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:**		**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: James M. Collins III Digitally signed by James M. Collins III Date: 2022.03.01 09:57:40 -05'00' **Date:** 03/01/2022
Print Name: James M. Collins III
Return to the Contract Manager for Vendor Signature

Date Sent to Vendor: 3/16/2022 **Date Received Back from Vendor:** 3/16/2022

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: 2022.03.16 14:45:32 -04'00' **Date:** 3/16/2022
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: Anthony Pinzino Digitally signed by Anthony Pinzino Date: 2022.03.16 16:56:44 -04'00' **Date:**_____
Print Name:_____

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: 2022.03.22 09:47:18 -04'00'
Print Name:_____
EXECUTION DATE: *(Date Signed by Ex. Dir. or Designee)* 3/22/2022

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.

(Revised – 5/2019)

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION

MEMORANDUM

Date: February 24, 2022

To: Contract Reviewers

From: Byron A. Williams
HSC/WHM

RE: Contract 21233 between Florida Fish and Wildlife Conservation Commission (FWC) and Joshua Gentry, Apiarist, on the J.W. Corbett Wildlife Management Area (WMA) and the Jones/Hungryland Wildlife and Environmental Area (WEA)

Included for your review is an original of the above referenced Contract 21233, on the J.W. Corbett WMA and the Jones/Hungryland WEA. This is a new contract to replace contract 18225 with Mr. Gentry.

This will be a new three (3) year contract beginning 4/4/2022.

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)

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.

_____

FWC Grant Agreement/Contract #

_____

Print Name

2/24/2022

_____

Signature **Date**

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 Joshua Gentry, whose address is 17769 66th Court, North Loxahatchee, Florida 33470, 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 1000 hive boxes on the COMMISSION-managed property on the J.W. Corbett WMA and Jones/Hungryland WEA and as represented by the Attachment B map.

3. The USER Agrees:

    a. To pay $800 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 100 hive boxes on each apiary site property at one time for a total not to exceed 500 hive boxes within J.W. Corbett WMA and no more than

100 hive boxes on each apiary site property at one time for a total not to exceed 500 hive boxes within Jones/Hungryland WEA.

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 three (3) 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 J.W. Corbett Wildlife Management Area:

Site 1	North Powerline	Latitude N26.925382	Longitude W80.385265
Site 2	Trail 13	Latitude N26.891930	Longitude W80.377260
Site 3	J Camp	Latitude N26.859869	Longitude W80.417050
Site 4	Tomato Fields	Latitude N26.838937	Longitude W80.420742
Site 5	Leon Moss	Latitude N26.794492	Longitude W80.396589
Site 6	Trail 9	Latitude N26.826419	Longitude W80.360933
Site 7	Schoolboard	Latitude N26.816979	Longitude W80.351229
Site 8	P Camp	Latitude N26.840918	Longitude W80.329924
Site 9	South Powerline	Latitude N26.849967	Longitude W80.316826

For Jones/Hungryland Wildlife and Environmental Area:

Site 1	Road 5W	Latitude N26.981156	Longitude W80.313974
Site 2	Road 6S-West	Latitude N26.970769	Longitude W80.332219
Site 3	Road 6S-Center	Latitude N26.966842	Longitude W80.318243
Site 4	Road 6S-East	Latitude N26.961322	Longitude W80.299187
Site 5	WJW Trail	Latitude N26.950220	Longitude W80.308837
Site 6	OJI Grade	Latitude N26.972297	Longitude W80.283169

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: 3/16/22

Witness

Witness

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

James C Conner III — Digitally signed by James C Conner III Date: 2022.03.22 09:46:52 -04'00'

James C. Conner, III, Section Leader
Wildlife and Habitat Management

Date:

Byron A. Williams — Digitally signed by Byron A. Williams Date: 2022.03.22 09:59:56 -04'00'

Witness

Christina Hannon — Digitally signed by Christina Hannon Date: 2022.03.22 17:53:08 -04'00'

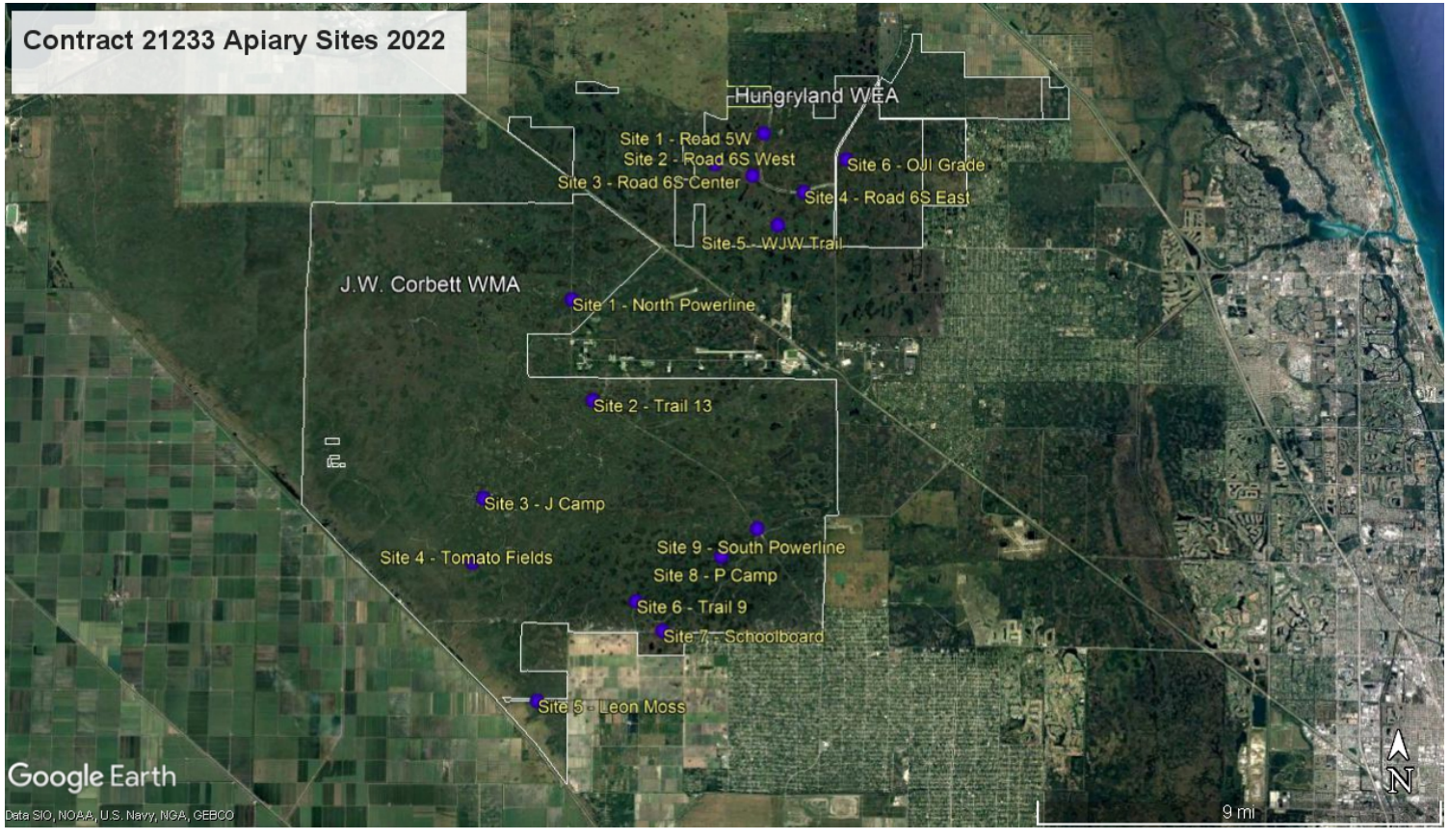
Witness

Approved as to form and legality

Anthony Pinzino — Digitally signed by Anthony Pinzino Date: 2022.03.16 16:58:31 -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

Attachments B: Maps of Apiary Locations for FWC Apiaries on J.W. Corbett Wildlife Management Area and Jones/Hungryland Wildlife and Environmental Area


Contract 21233 Apiary Sites 2022
Hungryland WEA
Site 1 - Road 5W
Site 2 - Road 6S West
Site 3 - Road 6S Center
Site 4 - Road 6S East
Site 5 - WJW Trail
Site 6 - Oil Grade
J.W. Corbett WMA
Site 1 - North Powerline
Site 2 - Trail 13
Site 3 - J Camp
Site 4 - Tomato Fields
Site 9 - South Powerline
Site 8 - P Camp
Site 6 - Trail 9
Site 7 - Schoolboard
Site 5 - Leon Moss
Google Earth
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
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December 2001

Florida Fish and Wildlife Conservation Commission
Technical Information Bulletin

Use of Electric Fencing to Exclude Bears and Prevent Property Damage

Electric fencing has proven effective in deterring bears from entering landfills, apiaries (beehives), livestock pens, gardens, orchards, and other high-value properties. Numerous electrical fence designs have been used with varying degrees of success. Design, quality of construction, and proper maintenance determine the effectiveness of an electric fence. The purpose of this technical bulletin is to assist the property owner in understanding and implementing electrical fencing as a tool to exclude and prevent damage caused by black bears.

Understanding Electric Fencing

Electric fencing provides an electrical shock when an animal comes into contact with the electrically charged wires of the fence. People unfamiliar with electric fencing often are afraid that it will injure, permanently damage, or kill an individual or pet that contacts the fence. **This is not true!** A properly constructed electric fence is safe to people, pets, and bears.

Components of Electric Fencing

An electric fence is composed of four main elements: a charger, fence posts, wire, and the ground rod.

Fence Charger. On a small scale electric fence (like that typically needed for bear exclusion), the largest cost is normally the fence charger. A fence charger's job is to send an electrical pulse into the wire of the fence. Contrary to popular belief, there is not a continuous charge of electricity running through the fence. Instead the charger emits a short pulse or burst of electricity through the fence. The intensity and duration of the electrical pulse varies with the type of charger or controller unit. Chargers with a high-voltage, short duration burst capacity are the best because they are harder to ground out by tall grass and weeds. These types are also the safest, because, even though the voltage is high (5 kilovolts) the duration of the burst is very short (2/10,000 of a second) (FitzGerald, 1984).

Two basic energy sources for chargers are batteries (12-volt automotive type) and household current (110 volt). Battery-type chargers are typically cheaper to purchase but require more maintenance because of the necessity of charging the battery. The advantage of a battery powered charger is that it can be used in a remote location where 110-volt current is not available. Most units that are powered by a fully charged 12-volt deep-cycle batteries can last three weeks before needing a charge. Addition of a solar trickle charger will help prolong the duration of effective charge in 12-volt batteries.

Fence Posts. On small scale fences, the posts are normally the second largest expense involved in construction. Therefore, when planning an electric fence it is a good idea to utilize existing fencing in order to save money. If no existing fence is available, posts will need to be placed around the area needing protection. Posts may be wood, metal, plastic, or fiberglass. Wood and metal posts will need to have plastic insulators attached to them which prevent the electric wire from touching the post causing it to ground out. Plastic and fiberglass posts do not need insulators, the wire may be affixed directly to these posts. Wood and metal posts are typically more expensive and require the added expense of insulators, however, they are more durable and generally require less maintenance.

Wire. Fourteen to seventeen gauge wire is the most common size range used in electric fencing. Heavier wire (a lower gauge number) is more expensive but carries current with less resistance and is more durable (FitzGerald, 1984).

The two most common types of wire are galvanized and aluminum. Galvanized wire is simply a steel wire with a zinc coating to prevent rust, which makes the wire last longer. Some wire is more galvanized than others. The degree or amount of zinc coating that is around the core steel wire is measured in three classes. A class I galvanization means the wire has a thinner coating of zinc than a class II galvanization. Class III galvanized wire has the heaviest zinc coating and will last longer than the class I and class II wire (FitzGerald, 1984). In general, the cost of galvanized wire increases as the class or amount of galvanization increases.

Aluminum wire is typically more expensive than the galvanized wire. Some advantages of aluminum wire are: it will not rust, it conducts electricity four times better, and it weighs one-third less than steel wire.

The Ground Rod. The ground is an often overlooked, but critical part of an electric fence. Without a good ground, electricity will not flow through the wire. When an animal touches a charged wire, the body of the animal completes the electrical circuit and the animal feels the “shock”. The current must travel from the charger through the wire to the animal and then back through the ground to the charger if the animal is to feel the shock. The soil acts as the return “wire” (ground) in the circuit. However, if a

bird was to land on a charged wire without touching the soil the bird would not complete the circuit and would be unaffected (FitzGerald, 1984). Some fence configurations use actual grounded wires within the fence to enhance the grounding system.

The ground may be a commercial ground rod or a copper tube or pipe driven six to eight feet in moist soil. Copper is expensive, so a copper coated steel pipe or any other good conducting metal pipe will work also. Very dry soil can effect the ability to create a good ground and has sometimes been a problem during drought conditions. Pipe may be a better choice than a solid rod during drought conditions, because water may be poured down the ground pipe to improve the ground. Some fence configurations use wires as the grounding system, rather than relying solely on the soil as a ground.

Recommended Electric Fence to Deter Black Bears

Conditions at fence sites will vary and will determine what the most effective fence configuration will be. Commission biologists welcome the opportunity to visit sites and provide custom tailored advice on constructing an effective electric fence. The following recommendation will cover most situations with low to moderate pressure from black bears. Use a five strand aluminum wire fence that is 40 inches high with wire spacing every eight inches apart using the previously mentioned wired grounding system (see Figure 1). The wire closest to the ground level (the lowest wire) should be a charged or “hot” wire. The second wire should be grounded. The third wire should be hot. The fourth wire should be grounded and the fifth wire should be hot. If using metal or wood posts, insulators must be used to keep the hot wires from grounding out. The cost of this type of electric fence utilizing fiberglass posts and a 110 volt fence charger is approximately $200 for a 40' x 40' area (160 linear feet of fence).

Materials:

1 - 1, 312 foot roll (1/4 mile) 14 gauge aluminum electric fence wire
1 - 50 foot roll 12 gauge insulated wire
20 - 5 foot 5/8 inch dia fiberglass fence posts
5 - plastic gate handles
1 - 110 volt fence charger
1 - 10 foot ground pipe
4 - plastic electric fence signs

Installation. These instructions are for a square shape fence exclusion, but the process would be very similar for other applications. Drive 4 corner posts 1-foot deep into ground and stake with guy wires. Clip, rake, and keep clear any vegetation in a 15-inch wide strip under the fence and apply herbicide. Attach and stretch the aluminum wire at 8-inch increments starting 8 inches from ground level. A loop of wire

should be left on each wire at the first corner post. Once the wire has been stretched around the outside of all the corner posts back to the first post a plastic gate handle should be attached to each wire and the gate handles should be attached to each corresponding loop on the first corner post. Drive in the remaining 16 posts to the same depth at 8-foot intervals between corner posts. Secure each of the five wires to each of the posts with additional wire. Attach four plastic electric fence signs (one on each side) to the top wire of the fence. Attach a 12-gauge strand of insulated wire to the positive terminal of the fence charger and attach it to the first, third, and fifth wires of the fence. Attach another 12 gauge insulated wire to the negative terminal of the charger and attach this wire to the ground pipe which has been driven into the ground 6 to 8-feet deep. Attach another 12 gauge insulated wire from the negative terminal of the charger to the second and fourth wires on the fence. Plug the charger into a 110 volt power supply and the fence is in operation.

Tips to improve the effectiveness of your electric fence to deter black bears:

1. If using a 12-volt fence charger, ensure that the battery is charged; check every two weeks.
2. Make sure terminals on the charger and battery are free of corrosion.
3. Make sure hot wires are not being grounded out by tall weeds, fallen tree branches, broken insulators, etc.
4. If fence wires have been broken and repaired, make sure wires are corrosion free where they have been spliced together. Also, tighten the fence at each corner post as wires that have been spliced and are loose make poor connections.
5. Be sure to rake vegetation from under and around the outside of the fence as this may act as an insulator.
6. To improve the ground around the perimeter of the fence add a piece of 24 inch chicken wire laying on the ground around the outside of the fence. This should be connected to ground.
7. During periods of drought pour water down the ground pipe and around the ground pipe to improve the ground. Digging a 6 inch deep 6 inch diameter hole around the ground pipe and back filling with rock salt will also improve the ground. Additional ground pipes may also be added to portions of the fence farthest from the charger.
8. To ensure that the bear solidly contacts the charged portion of the fence, a bait like bacon strips, a can of sardines, or tin foil with peanut butter may be attached to one of the top hot wires. Make sure these do not contact the ground, thus

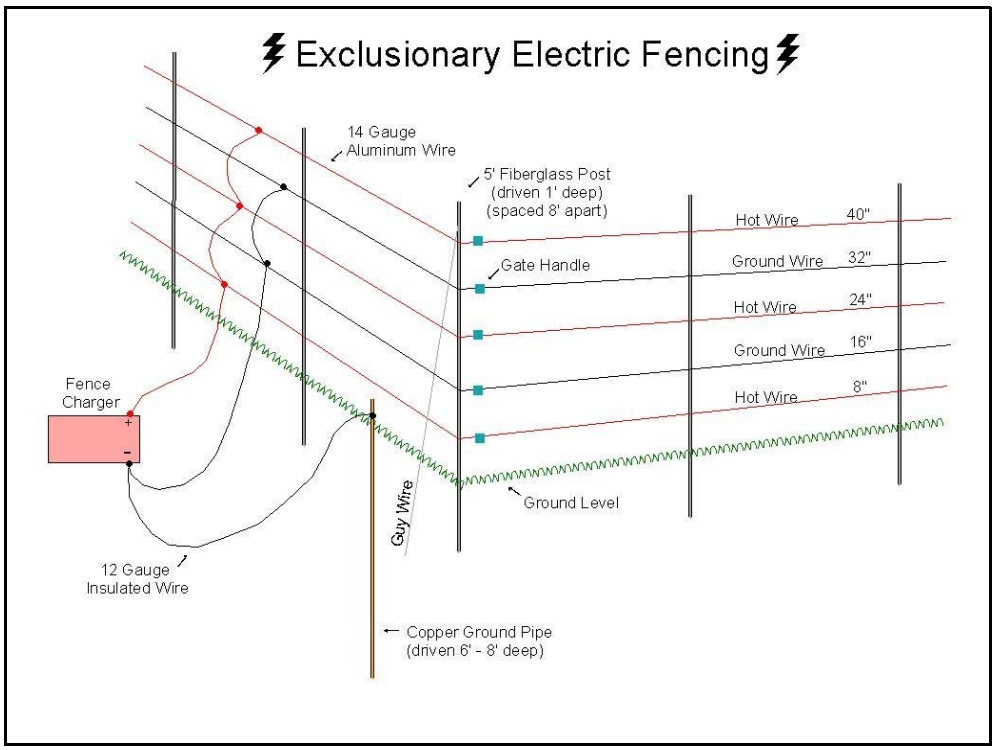
shorting out the fence.

9. When protecting a specific structure (like a shed or rabbit hutch), the fence should be placed 3 to 5 feet away from the structure (rather than on it) so that the bear encounters the fence before reaching the attractant.
10. Protect the fence charger from the elements by covering it with a plastic bucket or a wooden box.
11. Place plastic electric fence signs around the perimeter of your fence to improve visibility and to warn other people.

LITERATURE CITED

FitzGerald, James (1984), *The Best Fences*. Storey Publishing Bulletin A-92, Pownal, Vermont. p. 14-16.

Figure 1. Diagram of properly constructed electric fence to exclude bears.



AGREEMENT

ATTACHMENT 2

Place Holder for Map

Of

Apiary Locations

At

WMA/WEA

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

J. W. CORBETT
WILDLIFE MANAGEMENT AREA
PRESCRIBED FIRE PLAN

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

January 19, 2016

1

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Figure 2	J. W. Corbett WMA Burn Unit Map
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Figure 4	J.W. Corbett WMA Prescribed Fire Equipment Pre-burn Checklist

Appendices

Appendix A.	Example Individual Burn Prescription
Appendix B.	Tables for Calculating Fine Dead Fuel Moisture Levels
Appendix C.	HSC Prescribed Burning and Wildfire Suppression Standards

Purpose and Objectives:

The goals of prescribed fire on the J.W. Corbett Wildlife Management Area (Corbett) can be categorized as either generic or site specific. The generic purposes include:

- Fuel reduction- Corbett is located in a lightning-intense portion of the U.S. The area is also subject to periodic dry periods. By maintaining a frequent burn rotation, fuel loads can be maintained at low levels, allowing better control over natural and arson fires and reducing any negative impacts these fires may have in areas not yet restored to historic vegetative composition.

- Promote regrowth- As old growth is removed through burning, open space is created to allow for fresh plant growth to occur. New plant growth is usually higher in nutrients and more digestible than old growth, thus benefiting the herbivores on the area.

- Maintain sub-climax communities- Most plant communities on Corbett have evolved with fire as a dominant factor and are dependent on it. Fire prevents sawgrass marshes from becoming overgrown with willow and pinelands from becoming dominated by woody species. Prescribed fire maintains the variety of habitat types many plants and animals require.

- Restore native vegetative communities- Cultural changes and disruption of natural fire return intervals have allowed saw palmetto and other woody species to dominate. The appropriate application of prescribed fire, aided by some mechanical fuel reduction treatments, will bring about a return of herbaceous dominance and more diverse plant and animal populations. It may also be used to assist in the control of exotic plant species.

Site-specific purposes for prescribed fire include:

- Red-cockaded Woodpeckers (RCW's)- These endangered birds nest in clusters that require areas with large, living pines and limited understory growth. Prescribed fire maintains this habitat and prevents the understory from growing too high (4 to 5 feet) or hardwoods from invading.

- Structures- Through annual burns the fuel loads around various buildings can be maintained at low levels, reducing the risk of loss when natural fires occur.

- Open fields- These important turkey habitats are kept open through rollerchopping and prescribed burning.

Description of Site:

Corbett consists of 60,348 acres located in Northwestern Palm Beach County. This includes:

Sections 31-36	Township 40 South, Range 39 East
Sections 1-12; 14-36	Township 41 South, Range 39 East
Sections 1-5, 9-12 and portions of 6, 8, 13-16	Township 42 South, Range 39 East
Portions of Sections 13 & 32	Township 40 South, Range 40 East
Sections 19-36 and portions of 5-7	Township 41 South, Range 40 East
Sections 1-12, 16 and portions of 13-15 & 17-18	Township 42 South, Range 40 East

The area is bounded on the west by the John G. and Susan H. Dupuis Wildlife and Environmental Area; the southwest by the L-8 canal and sugar cane fields, the south by Indian Trails Improvement District's water impoundment, Indian Trails Corporation farming operation and sparse residential areas; the east by Seminole-Pratt-Whitney Road, an abandoned agricultural site (formerly Mecca Farms) and undeveloped, subdivided units; on the northeast by SR 710 (Beeline Highway) and the Pratt-Whitney engineering complex; and the north by undeveloped natural lands and sugar cane fields (Figure 1).

Map of Burn Area:

Corbett is divided into large burn units separated by the main roads, large buggy trails, powerline right-of-ways and canals (Figures 2 & 3). Some of these larger units are designated for aerial ignition, and others are separated into smaller units divided by smaller trails and slough systems. Within these sub-units, smaller burns are identified whenever necessary to achieve management goals. They have been developed to allow for smaller burns to assist with: RCW management, structure protection, prescribed burning class training, directed management objectives, or to create anchor points for larger burns Trails, roads, canals, slough systems, or disked lines delineate these units.

Maps for individual burn units and sub-units are kept on file and attached to burn prescriptions (Appendix A) for the individual burns. Safety zones, escape routes, problem areas, test burn locations, secondary lines, exclusion zones and other items unique to the unit being burned will be provided on these maps. In general, safety zones will be wet areas (sloughs, cypress, ponds, canals, sparse-vegetation wet prairies and marshes, buggy trails), previously-burned areas, and fire breaks (disked lines, trails, roads). Problem areas may include poor substrate for the buggy (deep water, stumps, muck, high number of cypress or pine stems per acre, heavy palmetto growth), Japanese climbing fern growth into the canopy (ladder fuel), tall palmetto growth (especially near burn unit boundaries or under low pine canopies), cabbage palms and snags near burn unit boundaries. The prevalence of buggy trails and sloughs in Corbett should be recognized before the burn and these features identified for contingency purposes in the event of a spot over. Hazards fuels, structures, and early-stage hardwood hammocks may be excluded from fire.

Weather Factors:

Although some specific weather constraints exist for burning on Corbett (most dealing with wind direction) there remains a wide range of conditions suitable for prescribed burning within the area. This table summarizes these conditions and is based on the US Forest Service publication "Introduction to Prescribed Fires in Southern Ecosystems" (Waldrop & Goodrick, 2012) and the Florida Forest Service (FFS) Florida Certified Prescribed Burn Manager Training Course. Individual burn prescriptions will specify the preferred range for individual areas depending on site conditions and desired results. The Florida Forest Service provides fire weather forecasts which will be checked prior to requesting an authorization to burn (http://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/Wildland-Fire/Fire-Weather).

If forecast conditions meet requirements of any burn prescriptions already prepared, and if enough manpower is available, a burn authorization will be requested prior to conducting the burn. Determination of burn location will be made by comparing weather conditions to prepared prescriptions, with priority given to red-cockaded woodpecker nesting clusters, hazard reduction around the Everglades Youth Camp/office complex and urban interface zones, and large aerial burns.

WEATHER PARAMETERS	ACCEPTABLE PARAMETERS
Temperature	35-95 ºF
Relative Humidity	35-65%
Surface (20') Wind Direction	any (if smoke screening is acceptable)
Surface (20') Wind Speed	5-18mph
Dispersion-Day	35-70
Minimum Mixing Height	1650ft
Transport Wind Speed	9-25mph
Transport Wind Direction	any (if smoke screening is acceptable)
Dispersion-Night Minimum	6
Minimum Fine Fuel Moisture	7%
Keetch-Byram Drought Index	< 650

Fuel Conditions:

Fuel conditions and fire behavior are dependent on the various habitat types on Corbett. There will be further variation even within each habitat type, depending on specific site conditions (time since last burn, soils, plant growth forms, weather, etc). The following provides a generic overview of expected conditions in each habitat type. Fine fuel moistures will be calculated before ignition and throughout the burn to ensure fuel conditions are within the prescribed limits. Fine fuel moistures will be calculated using the method described in the Florida Certified Burn Manager Training Course (Appendix B).

Cypress- Generally is used as a firebreak. The limited understory and fine fuels, combined with elevated water levels reduces the burn frequency of these areas. Cypress may occur in wet prairies, but that is addressed later.

Sawgrass- As a heavy grass fuel, sawgrass burns powerfully if the stand is thick, even over standing water. Can be source of spotting, but not over long distances. Indicates soft substrate, can trap vehicles quickly, presenting potential for immediate danger from advancing flames. Unless in dry conditions, sparse sawgrass doesn't carry fire well. If too dry (no standing water) organic soils can be ignited, resulting in long-term, smoldering fires (days, weeks, months).

Palmetto-gallberry- If a 2-year rotation is maintained, these areas will have light (3-4 tons/acre) fuel loads. If these areas have not been burned for 6+ years, as is the case with many areas in Corbett, they can have heavy (20+ tons/acre) fuel loadings. Burns can be hot and spread rapidly, with significant danger of spotting, especially if cabbage palms are present. A close pattern of spot fires using aerial ignition or ground flares can reduce the intensity of fires in this habitat type. If there is a canopy (usually southern slash pine) over heavy fuel loadings, care must be taken to avoid undue stress on the mature trees. A cool fuel-reduction burn may be called for, or possibly rollerchopping or other mechanical methods to avoid excessive pine mortality. Care must be also taken for grapevines in this habitat type, for they can burn explosively and become ladder fuels into the pine canopy.

Hardwood hammocks- Tend to exclude fires due to lack of fine fuels and humid microclimates. Potential for ignition increases during dry periods. Under moderate conditions, fire should be applied to the edges to better define ecotone and reduce potential of fire invading during drought conditions.

Wet prairies- Can be either light or heavy loadings of fine fuels. Heavy fuel loads can make for hot, fast fires to reduce woody invasions. If fuel loading is light may be used for firebreaks by submerging vegetation after several passes with swamp buggies.

Exotic plants- Are a special concern. Lygodium spp. (climbing fern) can act as a ladder fuel if it reaches the temperature of combustion. It can light explosively, but tends not to burn like a fuse, and under lower burning temperatures can act to retard flame advancement. Thick stands of Melaleuca should be eliminated from the burn area and treated with herbicide before a burn. If possible, keep fire from burning through infected areas due to the fire-induced seed-releasing properties of this species. Brazilian pepper, which does not burn well at all, tends to grow in dense concentrations in disturbed areas. These areas often are used as fire breaks because of their location. The pepper can shade out all ground vegetation, eliminating the fine fuels. This can make for difficult conditions both in being able to set fires and being able to identify exactly where the fire may stop before it reaches a firebreak. Torpedo grass can invade marshes, and, unless it is very dry, will not burn well at all.

Season and Time of Day:

Burns may be conducted year-round. Most burning will begin at approximately 10:00 A.M. Individual location objectives will dictate time of year for individual sites. Some areas will require initial burns under conditions usually considered sub-optimal because of heavy fuel loads in sensitive areas. Dormant season burning is encouraged in areas that contain heavy fuel loading and/or are out of burn rotation to minimize tree mortality. This may also be coupled with mechanical treatments. Most burns will preferably be conducted during the growing season to enhance control of woody vegetation and promote growth of native vegetation. Large-scale burns (>100 acres) will be kept to a minimum during hunting seasons. If nighttime dispersion is predicted to be 6 or greater, a nighttime burning authorization may be requested, allowing ignition until midnight. Otherwise, ignition will be conducted so that the burn is completed no later than 2 hours after sunset.

Smoke Management:

Emphasis will be placed on reducing the impact of emissions from prescribed fire on areas where smoke is likely to be detrimental to the health of surrounding populations or where reduced visibility could become a concern for traffic safety. Potential smoke impacts and methods to reduce those impacts will be considered during all phases of prescribed burning; planning, execution, mop-up and monitoring, until the fire is declared out.

Smoke screening will be conducted using an appropriate method as outlined in "Florida's Certified Smoke Management Plan" (Florida Forest Service, 2014). Smoke critical areas and any appropriate precautions and contingency actions will be identified in individual prescriptions.

Smoke sensitive areas include:

Pratt-Whitney complex within north Corbett	<5 miles
Beeline Highway on the north boundary	<5 miles
Rural houses on the south boundary	<5 miles
Urban areas to the northeast, east, southeast & south	5-25 miles
North-County airport to the east	5-10 miles
Pahokee airport to west	10-20 miles
Internal grade	<5 miles
Youth camp	<5 miles
FPL lines	<5 miles

Signs will be placed on the grade near the burn warning of smoke ahead. Assistance will be sought from Law Enforcement to ensure traffic safety on burns that may impact Seminole-Pratt-Whitney Road or the Beeline Highway. The weather recorder will monitor smoke production, plume direction and dispersion throughout the burn. The amount of particulates around the power lines will be minimized by utilizing an ignition technique and weather conditions that promote more complete combustion. In areas where residual smoke is a concern more extensive mop-up of heavy fuels or stumps/snags may be indicated. The impact of emissions may also be reduced by decreasing the size of the burn, ending the burn well before sunset while dispersion conditions are generally best and by using backing fire to reduce smoldering. Mop-up along roads will begin as soon as practical to reduce the impact of smoldering fuels on visibility, particular attention will be given to stumps, snags and logs.

Publicity and Communication:

The morning of a burn, an authorization will be requested from FFS. This request will specify that the burn will be conducted under the certified burner program. After authorization is issued, other contacts will be made as indicated on the burn prescription.

With increasing populations around Corbett, public information is becoming an increasingly important component of prescribed burning. Local residents will be notified of large fires near the borders of Corbett. Also, road signs will be erected before these burns in prominent locations along the main roads. Opportunities to incorporate the media in a positive fashion will be taken when possible. As indicated on the burn prescription, the following entities will be notified prior to conducting a prescribed burn (usually the morning of the burn). Names of actual contacts should be recorded as contacts are made.

FWC:	
Dispatch	(561) 357-4200
Youth Camp	(561) 624-6929
Regional Wildlife Biologist	(561) 822-5708
FFS:	
Authorizations & Dispatch	(954) 475-4120
FAS (Chris Wasil)	(954) 347-8061
Loxahatchee Work Camp	(561) 791-4725
Pratt-Whitney:	(561) 796-2333/2330
FHP:	(561) 357-4015
Fire Stations:	(561) 308-4101
Palm Beach County Fire Rescue (Chief Wells)	
Media:	(561) 625-5122
Contact South Regional Office public Rep specialist	
FPL-Greg Cox:	(786) 229-4176
SFWMD-Dupuis-	(561) 924-5310
Indian Trails (Henry Shaw):	(561) 719-7194
PBC-DERM-Steve Pissano	(561) 715-5669
North County Airport	(561) 626-9771

Emergencies will be reported via 911 or VHF radio to Corbett's Field Office for relayed contact. Operational communications during the burn will be conducted via VHF radio and/or cell phone. Whenever feasible, all communications among the burn crew should be conducted on the radio instead of face to face so that all participants in the burn may maintain situational awareness.

Safety:

Safety should be the primary concern of any burn. The nearest hospital to our South Check Station is Palms West Medical Center located at:

13001 Southern Boulevard
Loxahatchee, FL 33470-1150
(561) 798-3300

(Approximately 12 miles from Corbett's South Check Station)

The nearest hospital to our North Check Station is Jupiter Medical Center located at:

1210 S Old Dixie Hwy
Jupiter, FL 33458
(561) 747-2234

(Approximately 17 miles from Corbett's North Check Station)

The closest fire-rescue stations are at the corner of 140th Ave North and 61st Street in the Acreage, 10 miles from the south check station and in Indiantown, 10 miles up the Beeline from the north check station. These long distances make safety even more important on the burn, understanding the check stations are often more than 30 minutes from the burn. All personnel and equipment on any wildland fire on the management area, prescribed fire or wildfire, shall meet the standards outlined in the Division of Habitat and Species Prescribed Burning and Wildfire Suppression Standards (Appendix C).

The following is a list of certain precautions that should always be followed in addition to the standards outlined in the DHSC policy to further reduce risk of personal injury or equipment damage. Also included in this section is an equipment readiness checklist that will be utilized when preparing equipment prior to a prescribed burn (Figure 4). Many times safety issues arise from or are exacerbated by equipment failures. The time to check equipment is before the fire is ignited.

-Preparation of burn units will utilize existing fuel discontinuities (roads, trails, sloughs, cypress strands, and canals) as much as possible. This will reduce the need to hold dangerous/difficult fire lines.
-Any dramatic change in weather/burn conditions will be identified over the radio. Although the weather monitor usually would initiate this, other crewmembers may notice a local condition (i.e., wind shift, increasing intensity, etc.) that others need to be aware of.
-Safety zones (previously burned areas, wet areas, outside the burn unit) will be identified during the on-site pre-burn orientation.
-Care should be taken at all times to stop vehicles in these safety zones whenever possible. It should be the precautionary expectation that the equipment may break down or may not re-start, so it should never be left in a location that could become part of the fire.
-Flame-thrower wands should never be held/passed over the deck of a buggy or the gas tank of an ATV while they are lit.
-As many crewmembers as possible should know how to run multiple pieces of equipment on the burn.
-Potential operators of each piece of equipment should be identified before the burn and assigned stations that will allow them to access the equipment if the primary operator can't.
-If keys are not left in the ignition; they should be left someplace else on the equipment and all crewmembers informed of this location.
-In case of medical emergency, emergency medical services will be called immediately. In the event that cell phones are out of coverage communications will be relayed through the Corbett Field office via VHF radio.
-In the event that the fire escapes, or there are control issues that exceed the capabilities of the crew on site FFS will be contacted via cell phone or VHF radio.
-All crewmembers should be able to identify burn location in latitude/longitude coordinates in addition to the STR's noted on the burning authorization, in case medical evacuation by helicopter is needed.
-The nearest potential helicopter landing spot for medical evacuation should be specified during the pre-burn briefing and indicated on prescription.
-All crewmembers should be familiarized with the basic use of the radios. Plain language will be used on the radios, no codes, to ensure all members of the crew understand all communications.

-Equipment should not be operated unnecessarily inside the burn unit after the burn is started.
-If a situation exists where people must enter the burn unit during ignition, whenever possible, they will go in pairs, or be monitored by a spotter on the perimeter.
-Any person working inside the fire will have an active radio with them and communicate their position and activity on a regular basis.

Firing Plan:

Issues specific to individual burns will be addressed in the individual burn prescriptions. These documents will meet the criteria outlined in F.A.C. Chapter 5I-2.0006 (2)(a) and will also include a pre-burn checklist, weather and fire behavior data sheet, and a post burn evaluation form.

Limited human resources prevent the assignment of independent ignition/suppression/safety/etc. crews. Rather, responsibilities shift as the process of conducting a prescribed fire unfolds. While the burn boss is primarily responsible for identifying safety issues, all personnel will be encouraged and expected to voice any safety concerns to the burn boss. Whenever possible, this should be done via radio so that all crew members are aware of any potential safety issues. One person is assigned to monitor the weather and fire behavior, reporting this data over the radio every hour or more frequently if conditions warrant. If there are enough people available, one or more persons may be assigned to watch the down-wind side of the fire, but usually the team lighting a line is responsible for monitoring that line and ensuring there are no spotovers. This requires a slower pace of ignition. In the case of a spotover, all ignition beyond that required to contain the fire is curtailed and all resources will be reassigned to suppression until the fire is contained. After all lines have been lit, all personnel become responsible for containing the fire and mopping-up. As the fire dies down and burns out, some of the crew may be released from the site to begin equipment maintenance and replenish the vehicles with supplies. The burn boss will remain until the fire is declared contained.

Generally speaking, a test fire will be lit in a small, isolated plot on the down-wind side of the burn. If after assessing the test fire behavior and on site weather conditions it appears that the burn objectives will be met and conditions are within prescription, black lines will be secured on the down-wind side of the burn, unless natural breaks or previous burns allow otherwise. When a solid anchor-point is achieved, the black line will be extended until it is determined safe to proceed with the burn. At this point, firing techniques will vary greatly depending on the individual situation of the burn, and may include strip, flank, head, aerial spot/strip, or other techniques as identified in the burn prescription.

Control:

Control- Crew assignments will be made the morning of the burn. Prior to any ignition, all firebreaks will be established and secondary lines identified.

Emergency response- The Loxahatchee Work Center of FFS is the initial response force when it has been determined the fire is no longer controllable with existing forces. When practicable, FFS will have a presence on all burns to ensure smooth operations in case of emergency. Otherwise, response may be 30-60 minutes (or more, depending on burn location) from the time assistance is requested. Site-specific contingencies will be developed for individual burns and indicated in the prescription.

Mop-up:

A fire will be declared contained when there are no active flames within 50-feet of fire breaks, no burning snags capable of falling across fire breaks and no fire spreading within the burn unit. Site-specific modifications to these general requirements may be indicated due to unique conditions (location of cabbage palms and Japanese climbing fern, wind direction, nearby structures or roads). It is acknowledged that internal snags may burn for several days. Unless they present a smoke problem, burning snags and lighter wood stumps will be allowed to burn away so they do not pose a reoccurring problem in future burns.

Declaring Fire Out:

The fire will be declared out when mop-up is complete and no combustion is observed on the burn unit or on any spotovers or escapes for one week after one inch or more of rainfall. Until the fire is declared out, it will be monitored periodically to ensure it remains contained. This includes visiting the area the day after the burn, getting there while the humidity is high in case the fire has escaped over night,

and staying until early afternoon to observe any remaining hot spots that may appear as the humidity decreases and wind speeds increase.

Evaluation:

Individual prescriptions are based on pre-burn evaluations. Included in the plan is a form for evaluating weather and fire behavior conditions during the burn and a 3-month follow-up evaluation form. As soon as possible after the burn, a group discussion (after action review) will be conducted to review the burn and record what went well and what should be modified before the next burn. Comparisons between prior-stated objectives and actual results will also be made, along with comparisons between weather recordings during the burn and the morning fire-weather forecast. The information gathered from these reviews and evaluations will be incorporated into the planning phase for the next burn in that unit or units with similar conditions (fuel types/loading, weather factors, etc.).

Literature Cited

Florida Forest Service. (2014). *Florida's Certified Smoke Management Plan* (FDACS publication No. P-01870). Tallahassee, FL: Florida Department of Agriculture and Consumer Services.

Waldrop, T. A. & Goodrick, S. L. (2012). *Introduction to prescribed fires in southern ecosystems.* (Science Update SRS-054). Asheville, NC: U.S. Department of Agriculture Forest Service, Southern Research Station.

Figure 1. Locator Map for J.W. Corbett Wildlife Management Area

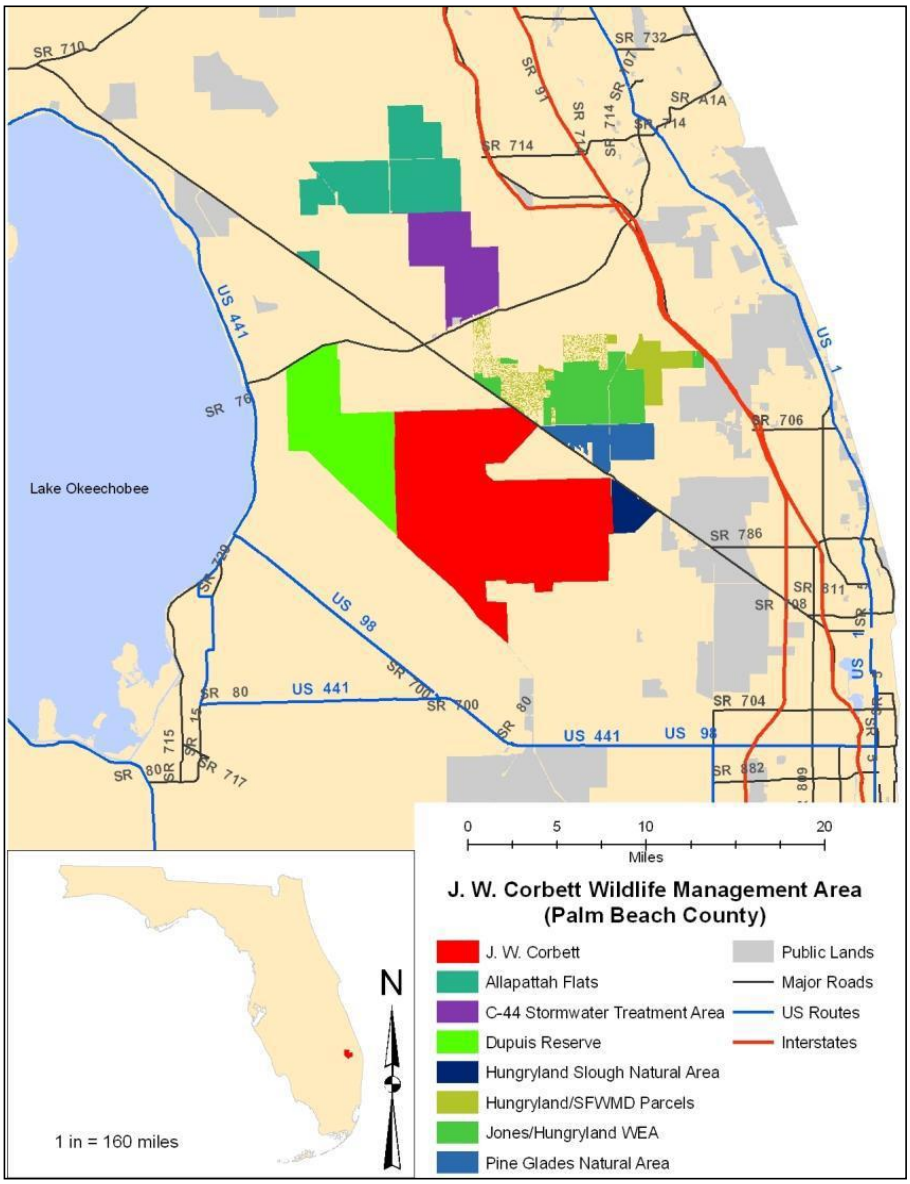
Lake Okeechobee
SR 710
SR 732
SR 91
SR 714
SR 717
SR 707
SR 714
SR 714
SR 714

Figure 2. J.W. Corbett WMA Burn Unit Map

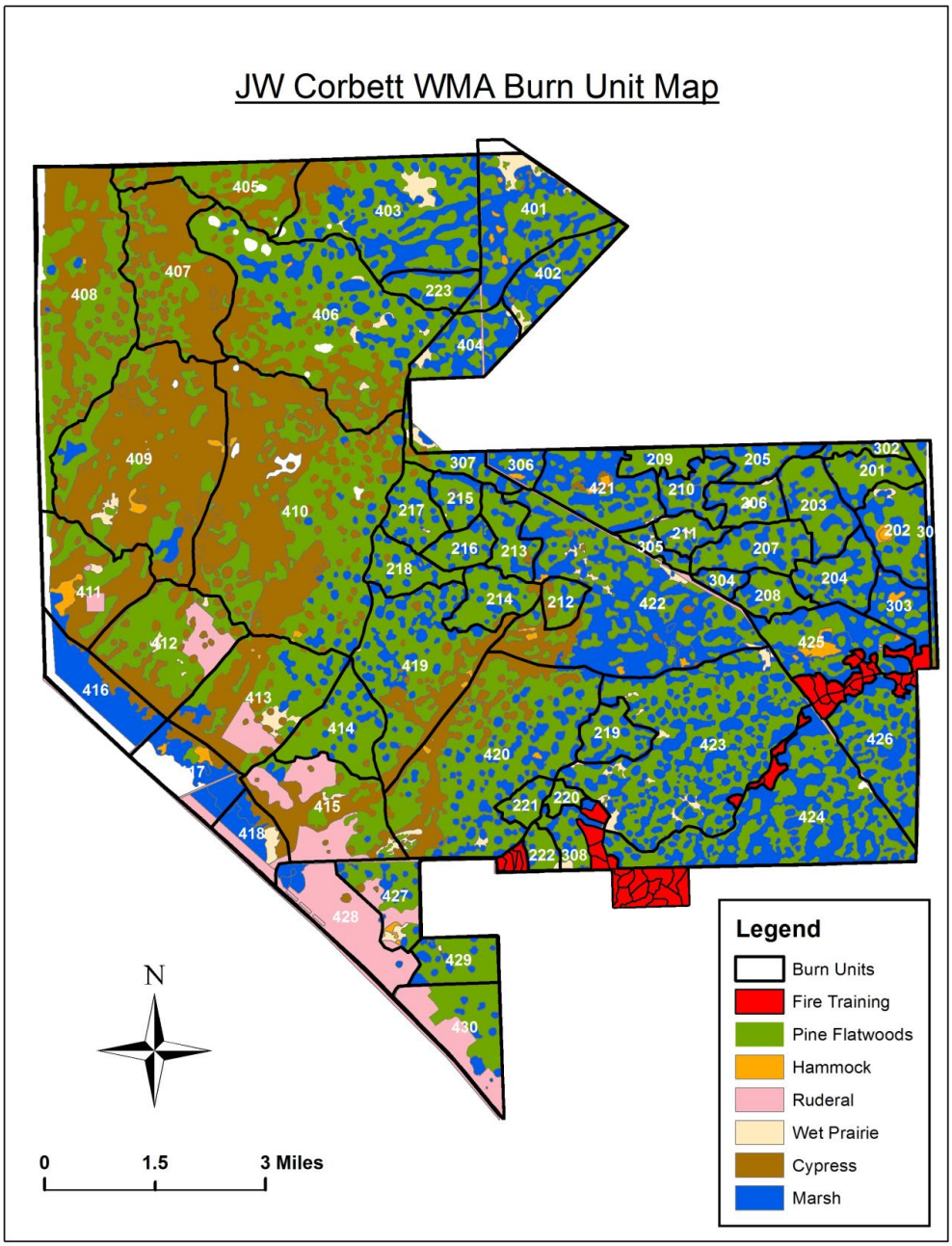

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Figure 3. J.W. Corbett WMA Fire Training Unit Map

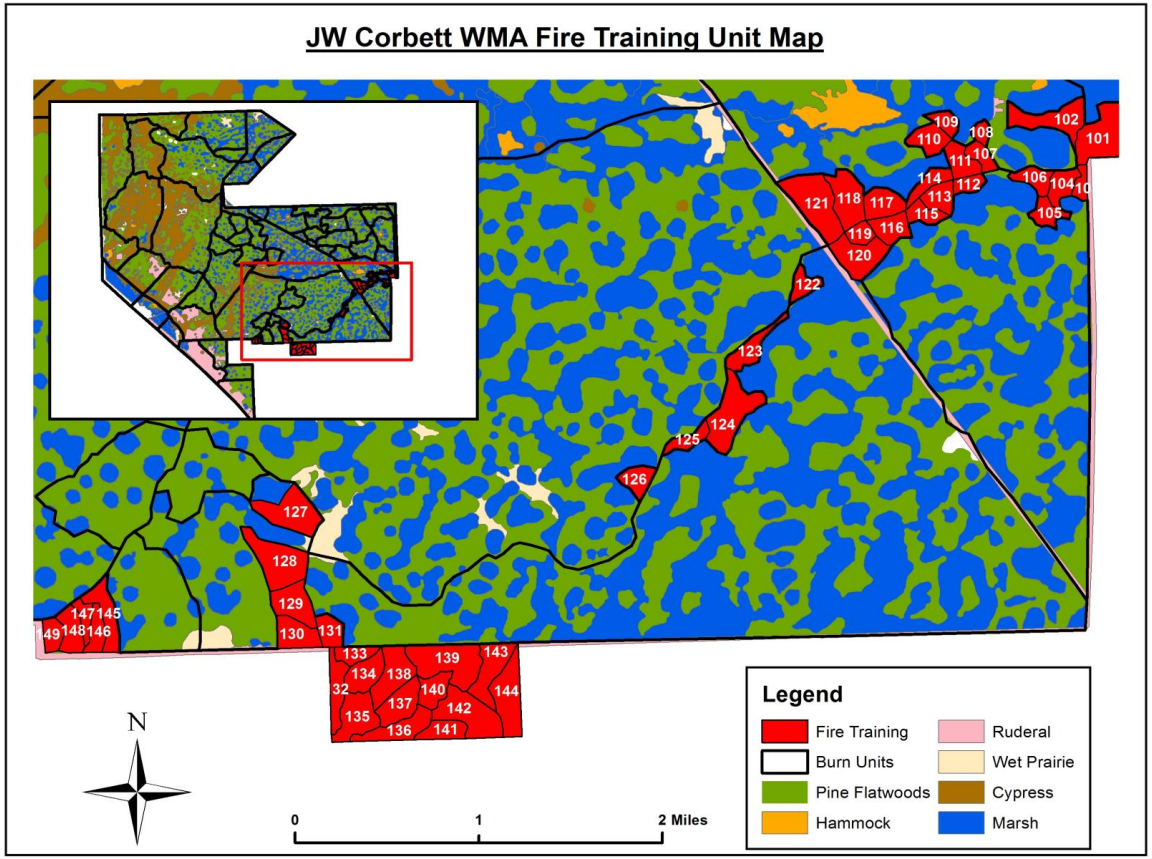

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Figure 4. J.W. Corbett WMA Prescribed Fire Equipment Pre-burn Checklist

J.W. CORBETT WMA PRESCRIBED-FIRE EQUIPMENT PRE-BURN CHECK LIST													
		BLACK	**GREEN**	**BLUE**	**TAN**	**GREY**	**RED**	**CASE**	**DOZER**	**ATV1**	**TANK**	**BRUSH**	**CHECK**
TANKS	GAS	full	full	full	full	full	full	full	full	full	----	full	
	BURN MIX	full	full	full	full	full	full	----	----	full	----	----	
	WATER	full	full	full	full	full	full	----	full	full	full	full	
ENGINE FLUIDS	OIL	full	full	full	full	full	full	full	full	full	----	full	
	RADIATO	full	full	full	full	full	full	full	full	full	----	full	
	STEERING	full	full	full	full	full	full	full	full	full	----	full	
PUMPS	FIRE MIX	works	works	works	works	works	full	----	-----	works	----	----	
	WATER	works	works	works	works	works	full	0	------	works	works	works	
TOOLS	DRIP TORCHES	2	2	2	2	2	2	NA	1	NA	NA	1	
	FLAPS	2	2	2	2	2	2	1	1	1	NA	1	
	RAKES	2	2	2	2	2	2	1	1	NA	NA	1	
	AXES	1	1	1	1	1	1	NA	NA	NA	NA	1	
	INDIAN PACKS	2	2	2	2	2	2	NA	NA	NA	NA	NA	
	LIGHTERS	2	2	2	2	2	2	1	1	1	1	2	
	SHOVEL	2	2	2	2	2	2	1	1	NA	NA	1	
	SAW	1	1	1	1	1	1	NA	NA	NA	NA	1	
	SAW GAS	1	1	1	1	1	1	NA	NA	NA	NA	1	
	FLARE/GUN/AMO	1	1	1	1	1	1	NA	NA	NA	NA	NA	
	BATTERY BOX	1	1	1	1	1	1	NA	NA	NA	NA	NA	
	BKDRAFT PUMP	1	1	1	1	1	1	NA	NA	NA	NA	NA	
	SURACTANT	1	1	1	1	1	1	NA	NA	NA	NA	NA	
	FOAM										1		
FIRST AID	EYE WASH	1	1	1	1	1	1	NA	NA	NA	NA	1	
	EYE WATER	1	1	1	1	1	1	NA	NA	NA	NA	1	
	KIT	1	1	1	1	1	1	1	1	NA	NA	1	
	WATER	1	1	1	1	1	1	1	1	1	NA	1	
	BUG REP	1	1	1	1	1	1	1	1	1	NA	1	
	SUNCREN	1	1	1	1	1	1	1	1	1	NA	1	
MISCELLANEOUS	WINCH	1	1	1	1	1	1			1			
	RADIO	2	2	2	2	2	2	1	1	1	1	1	
	EXTRA FIRE MIX	2	2	2	2	2	2	NA	NA	NA	NA	NA	
	SIGNS, CONES & BASES	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	
	FIRE EXT	10 lb	10 lb	10 lb	10 lb	10 lb	10 lb	5 lb	10 lb	2.5 lb		5 lb	
	HORNS	1	1	1	1	1	1	1	1	1	1	1	
	TOWELS	1	1	1	1	1	1	NA	NA	NA	NA	NA	
	STROBES	1	1	1	1	1	1	1	1	1	1	1	
	LERMAN	1	1	1	1	1	1	NA	NA	NA	NA	NA	
	TOOLBOX												

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Prescription for Prescribed Burning

☐**Entered LMIS**

Florida Fish and Wildlife Conservation Commission
Division of Habitat and Species Conservation

WMA/WEA: Click here to enter WMA/WEA	**FFS Certified Burn Authorization Number:** Enter number
Landowner: Click here to enter landowner	**County of Burn:** Click here to enter county
Customer Number: Click here to enter number	**Customer Name:** Click here to enter name

Burn Unit Name/Number	**Acres**	**Date of Last Burn**	**Section(s)**	**Township**	**Range**	Click to add other
Unit name/number	Acres	Date	Section	Township	Range	Info
Unit name/number	Acres	Date	Section	Township	Range	Info
Unit name/number	Acres	Date	Section	Township	Range	Info
Unit name/number	Acres	Date	Section	Township	Range	Info
Total	Total Acres					

Latitude/Longitude to Assist with Emergency Locate: Click here to enter Lat/Long

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: Click here to enter fuel loading

Duff or Muck Locations: Click here to enter location

Description and Condition of Fire Breaks: Click here to enter description

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Other Important Stand Parameters if Applicable: Click here to enter parameters	
Restoration or Maintenance Burn? Click here to enter info	
Burn History and Vegetative Description of Surrounding Units: Click here to enter surrounding unit information	
Emergency Contacts (can be attachment)	
FFS Dispatch: Click here to enter number	**FFS Forest Area Supervisor:** 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	
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	

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Measurable Burn Objectives: Click here to enter objectives	
Season and Time of Day to Meet Objectives: Click here to enter season/time of day	
Firing Plan and Ignition Pattern: Click here to enter plan/pattern	
Intensity Desired to Meet Purpose and Objective: Click here to enter intensity	**Ignition Method:** Click here to enter methods
Contingencies (includes safety zones, escape routes, secondary control lines, escape response procedures, helicopter landing lat/long if applicable): Click here to enter contingencies	
Mop-up Standards: Click here to enter standards	
Declaring the Fire Out Standards: Click here to enter standards	
Smoke Management	
Smoke Sensitive Areas Identified Using Southern Smoke Management Guide Smoke Screening Tool? ☐**Yes** ☐**No**	
Any Critical Smoke Sensitive Areas Identified? ☐**Yes** ☐**No** **If "Yes", Do Not Burn Under Current Prescription.**	

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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, Have You Erected Smoke Warning Signs and Contacted FHP and Your Local LE**? ☐**Yes** ☐**No**
Plan for Monitoring Smoke During and After the Burn to Assess Visibility Issues if Applicable: Click here to enter smoke monitoring plan

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WEATHER PARAMETERS	Acceptable Parameters	Forecasted and Actual Conditions – Attach Fire Weather Forecast and Spot Weather Forecast.
Surface (20') Wind Direction	Acceptable wind directions	Forecasted wind direction
Surface Wind Speed	Acceptable wind speeds	Forecasted wind speeds
Transport Wind Direction	Acceptable wind directions	Forecasted wind direction
Transport Wind Speed	Acceptable wind speeds	Forecasted wind speed
Minimum Mixing Height	Minimum mixing height	Forecasted mixing height
Dispersion Index (DAY)	Acceptable dispersion range	Forecasted daytime dispersion
Dispersion Index (NIGHT)	Acceptable minimum dispersion	Forecasted nighttime dispersion
Maximum Temperature	Acceptable max temperature	Forecasted max temperature
Relative Humidity Range	Acceptable humidity range	Forecasted low humidity
Minimum Fine Fuel Moisture	Acceptable minimum fuel moisture	Actual fine fuel moisture
KBDI	Acceptable max KBDI	Actual KBDI
LVORI	Acceptable max LVORI	Forecasted LVORI
Days since ½" Rain	Acceptable days since ½" rain	Actual days since ½" rain
Additional Field	Additional Field Parameter	Additional field condition
Additional Field	Additional Field Parameter	Additional field condition
FIRE BEHAVIOR		
Rate of Spread	Desired rate of spread	
Starting Time	Desired starting time	
Burn Technique	Back, spot, flank, strip, aerial?	
Flame Length	Desired flame length	

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PRE-BURN CHECKLIST

BURN MANAGER: Check each item to indicate compliance.

- ☐ All prescription requisites met.
- ☐ Authorization obtained.
- ☐ All equipment required on scene and fully operational.
- ☐ Each crewmember has proper personal gear and clothing.
- ☐ Appropriate steps have been taken to ensure crew and public safety.

CREW BRIEFING

- ☐ Objectives of burn.
- ☐ Exact area of burn (ensure crew members have maps).
- ☐ Hazards discussed (volatile fuels, spotting potential, weak points in perimeter lines, terrain features, etc.)
- ☐ 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.
- ☐ 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
- ☐ Mop-up standards
- ☐ Arrange next day inspection and mop-up assignments
- ☐ Questions?
- ☐ Crewmembers given opportunity to decline participation (is there anything that is going to prevent full physical performance?).
- ☐ Conduct test burn

Prescription Prepared by: Click here to enter name	**Date/Time Prescription Prepared:** Date/Time
Authorization Date and Time Period: Click here to enter date and time period	
Burn Manager: Click here to enter name	
Burn Manager Title: Click here to enter title	
Burn Manager Certification Number: Click here to enter number	
Burn Manager Signature:	**Start Time:** Enter start time
Date Fire Declared Out: Click here to enter date	

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Appendix B.

FINE DEAD FUEL MOISTURE ESTIMATION IN FLORIDA

STEP ONE – Determine Reference Fuel Moisture:

Daytime (08:00 – 19:59)

% Relative Humidity	Dry Bulb Temperature (Degrees F)			
	30-49	50-69	70-89	90-109
15-19	3	3	2	2
20-24	4	4	3	3
25-29	5	5	4	4
30-34	5	5	5	4
35-39	6	6	5	5
40-44	7	6	6	6
45-49	7	7	7	7
50-54	7	7	7	7
55-59	8	8	8	8
60-64	9	8	8	8
65-69	9	9	8	8
70-74	10	9	9	9
75-79	10	10	10	10
80-84	11	11	10	10
85-89	12	12	11	11
90-94	13	12	12	12
95-99	13	12	12	12
100	13	13	13	13

Nighttime (20:00 – 07:59)

% Relative Humidity	Dry Bulb Temperature (Degrees F)			
	30-49	50-69	70-89	90-109
15-19	4	4	4	3
20-24	5	5	4	4
25-29	6	6	5	5
30-34	7	6	6	6
35-39	8	8	7	7
40-44	9	8	8	8
45-49	9	9	9	9
50-54	11	10	10	9
55-59	11	11	10	10
60-64	12	11	11	10
65-69	13	12	12	11
70-74	14	14	13	13
75-79	16	16	15	14
80-84	18	17	17	16
85-89	21	20	20	19
90-94	24	23	23	22
95-99	25	25	25	25
100	25	25	25	25

STEP TWO – Add Fuel Moisture Correction:

November, December, January

Time	Shading <50%	Shading >50%
08:00 - 09:59	5	5
10:00 - 11:59	4	5
12:00 - 13:59	3	5
14:00 - 15:59	2	5
16:00 - 17:59	4	5
18:00 - 19:59	5	5

February, March, April and August, September, October

Time	Shading <50%	Shading >50%
08:00 - 09:59	4	5
10:00 - 11:59	2	4
12:00 - 13:59	1	4
14:00 - 15:59	1	4
16:00 - 17:59	2	4
18:00 - 19:59	4	5

May, June, July

Time	Shading <50%	Shading >50%
08:00 - 09:59	3	4
10:00 - 11:59	1	4
12:00 - 13:59	0	3
14:00 - 15:59	0	3
16:00 - 17:59	1	4
18:00 - 19:59	3	5

Do not add a Fuel Moisture Correction for Nighttime Estimations

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DIVISION OF HABITAT AND SPECIES CONSERVATION
Internal Operating Policy
Revised March 2011

Subject: **Prescribed Burning and Wildfire Suppression Standards**

Policy:

The following policy shall apply to all Division of Habitat and Species Conservation (DHSC) employees engaged in prescribed burning or wildfire suppression activities.

General Guidelines:

This policy establishes minimum standards for participation in prescribed burning and wildfire suppression activities. In addition to conducting prescribed burning on Commission-managed lands, DHSC employees are periodically asked to assist the Florida Division of Forestry 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 minimum standards for training and certification to insure DHSC employees 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.

Chapter 1 Prescribed Burning

1.1 Prescribed Burn Participation: This section establishes minimum training, certification, and experience required for members of a prescribed burn team. These same standards apply to non-DHSC employees, volunteers, and contractors participating on a burn on FWC-managed state lands.

A. Crew Member Trainee: Employees 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. It is recommended that no more than 40% of the burn crew be Crew Member Trainees.

Note: Crew members may supervise more than one Crew Member Trainee, and more than 40% of the burn crew may be Crew Member Trainees during prescribed burns conducted during training classes.

B. Crew Member**:** May participate independently in prescribed burning activities. Shall have successfully completed the following level of training:

1) Interagency Basic Prescribed Fire Course; ***or***
2) Basic Wildland Firefighter Training (S-130) **and** Introduction to Wildland Fire Behavior (S-190).

C. Burn Manager Trainee: May serve as burn manager to fulfill the responsibilities of acquiring certified prescribed burn manager status. Burn Manager Trainee must be under the direct supervision of a Certified Burn Manager on prescribed burns that will be used to qualify them for certified prescribed burn manager status. Shall have successfully completed the following level of training and have the specified level of experience:

1) Interagency Basic Prescribed Fire Course;
2) S-130/S-190; ***and***
3) Participated on at least five prescribed burns.

D. Certified Burn Manager: May request prescribed burn authorizations and serve as burn manager. Shall have successfully completed the following level of training, and have the specified certification and level of experience:

1) Interagency Basic Prescribed Fire Course;
2) S-130/S-190;
3) Prescribed Burn Manager Certification; ***and***
4) Participated on at least ten prescribed burns.

1.2 Prescribed Burn Engine (Pumper Unit/Brush Truck) Operator: Before an employee may independently operate a water-delivery engine in support of active prescribed burns, they shall have successfully completed the following level of training and have the specified level of experience:

A. S-130/S-190;
B. On-the-job training for operation of water-delivery engines by a trained and/or experienced engine operator; ***or*** successful completion of Southern Area Engine Academy or Engine Operator (PMS 419); ***and***
C. Participated on at least five prescribed burns.

1.3 Prescribed Burn Tractor/Bulldozer Plow Unit Operator: Before an employee may independently operate tractor/dozer fire-plow during prescribed burns, they shall have successfully completed the following level of training and have the specified level of experience:

A. The wildland fire portion of Basic Fire Control Training; ***and***
B. Participated on at least five prescribed burns.

1.4 Prescribed Burn Aerial Ignition Dispenser (AID) Operator: Before an employee may independently operate an AID during a prescribed burn, they shall have successfully completed the following level of training and have the specified level of experience:

A. Qualified at or above Crew Member level for prescribed burning;
B. Completed an FWC AID training workshop or other courses that provide an equivalent level of training; ***and***
C. Participated on at least five prescribed burns.

1.5 General: All prescribed burns shall be conducted in complete compliance with all laws regulating the use of prescribed fire; specifically Chapter 590.125(3) F.S. and Chapter 5I-2 F.A.C. Burn plans shall have all the required elements as specified in Chapter 5I-2.006 as well as a contingency plan, mop-up standards, and standards for declaring the fire out. All prescribed burns shall be conducted as a certified prescribed burn, and managed by a certified prescribed burn manager.

Chapter 2 Wildfire Suppression

2.1 General: The Division of Forestry, or other firefighting entity, may request assistance from DHSC staff during a wildfire suppression incident. This request will usually be for a wildfire strike team. A wildfire strike team consists of one wildfire strike team leader, and two wildfire strike team members per Type V or VI engine. 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 DHSC leadership (includes Division Director, Deputy Division Director, Section Leaders and/or Assistant Section Leaders) and the Wildland Fire Coordinator.

2.2 Wildfire Strike Team Member: Before an employee may participate on wildfire strike teams in support of wildfire suppression efforts, they shall have successfully completed the following level of training and have the specified level of experience:

A. S-130/S-190;
B. Southern Area Engine Academy;
C. Experience and demonstrated proficiency operating a Type V or VI engine; ***and***
D. Participated on at least ten prescribed burns and/or wildfire suppression incidents.

* Exception - Employees who do not meet the above standards can be approved by DHSC leadership and the Wildland Fire Coordinator to serve on a wildfire 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.

2.3 Wildfire Strike Team Leader: Before an employee may serve as team leader for wildfire strike teams in support of wildfire suppression efforts, they shall have completed the following level of training and have the specified level of experience **in addition to that required to participate on a wildfire strike team:**

A. Basic Incident Command System (I-200); ***and***
B. Experience as burn manager, crew boss, or strike team leader on at least ten prescribed burns or wildfire suppression incidents.

2.4 Wildfire Tractor/Bulldozer Plow Unit Operator: Before an employee may independently operate tractor/dozer fire-plow units in support of wildfire suppression efforts, they shall have completed the following level of training and have the specified level of experience:

A. The wildland fire portion of Basic Fire Control Training;
B. Experience and demonstrated proficiency operating a tractor/bulldozer plow unit; ***and***
C. Participated on at least ten prescribed burns or wildfire suppression incidents.

Chapter 3 Safety

3.1 Personal Protective Equipment: Required items of Personal Protective Equipment for all wildland fire activities include:

- Flame Resistant Shirt and Pants, or Jumpsuit
- Wildland Fire Hard Hat
- Leather Gloves
- Leather Boots – 8” Lace-up
- Eye Protection
- Bandana or Dust Mask
- Hand-held Radio
- Fire Shelter

Safety considerations and/or vegetative types may dictate that crew members wear additional equipment or in some cases deviate from the above required equipment. The burn manager/strike team leader shall determine what Personal Protective Equipment will be worn by their crew to maximize safety, and shall document justifications for any deviations of the required equipment.

3.2 Physical Standards: Prescribed burning and firefighting are physically demanding activities. Each prescribed burn crew/strike team member shall maintain a level of fitness 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 their activities so that they can be assigned an appropriate role.

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.

- An ABC fire extinguisher that has been inspected, serviced, and maintained in accordance with the manufacturer's maintenance procedures shall be in or on alol mobile equipment. Below are minimum sizes:
    - All-terrain and utility vehicles – 2.5 pound extinguisher
    - Trucks and tractors – 5 poud extinguisher
    - Bulldozers and Swamp Buggies – 10 pound extinguisher
    - Vessels – 5 pounds (could be two 2.5 pound extinguishers)
- An operational winch shall be installed on all-terrain vehicles, utility vehicles, swamp buggies, and trucks used in the interior of a burn unit.
- An operational water delivery system with at least five gallons of water shall be installed in or on any mobile equipment used in the interior of a burn unit.

Chapter 4 Incident Reviews

4.1 Incident Reviews: This section outlines a mechanism for how DHSC will respond to and review a prescribed fire that had unintended negative consequences. The purpose of a fire-related incident review is to gather facts regarding the incident, and if necessary, recommend actions that may help minimize the chance of reoccurrence.

4.2 Fire-related Incident: A fire or smoke related incident that includes any of the following:

A. Notice of Violation;
B. Conducting a burn outside of the prescription;
C. Fire leaves the prescribed burn area;
D. Fire leaves the WMA or WEA; or
E. Fire causes property damage, personal injury, or loss of life.

4.3 Reporting of Fire-related Incidents: The burn manager shall notify their Regional Wildlife Management Biologist as soon as possible but no later than 8:00 am the day after the fire-related incident occurred. The Regional Wildlife Management Biologist shall notify THCR leadership and the Wildland Fire Coordinator 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

THCR leadership will notify Division leadership and the Executive and Assistant Executive Director of any incidents involving escapes from the WMA, escapes requiring unplanned suppression assistance, or any incidents resulting in private property damage or injury to a member of the public.

4.4 Fire-related Incident Review: A review of a fire-related incident initiated by the Wildland Fire Coordinator resulting in a written finding of facts and recommendations. The following guidelines should be used to determine the type of review conducted:

A. No Review – No review is required if the prescribed fire escaped from the burn unit, stayed on the WMA/WEA, and was suppressed. These incidents, however, need to be reported to the Regional Wildlife Management Biologist and the Wildland Fire Coordinator if Division of Forestry or other entity assisted with suppression efforts.

B. Level 1 Review – Review to be conducted by the Wildland Fire Coordinator or alternate if one or more of the following occurred and no Level 2 review criteria were met:
   1) A Notice of Violation was issued to the burn manager.
   2) Motorized equipment was damaged requiring the completion of an Equipment Damage Report.
   3) A Level 1 review is requested by DHSC leadership.

C. Level 2 Review – Review to be conducted by the Wildland Fire Coordinator or alternate, and one representative from at least three of the administrative regions if one or more of the following occur:
   1) Prescribed fire escaped from the burn unit and from the WMA/WEA.
   2) Injury or private property damage resulted from the fire or smoke. If an injury occurs to a member of the burn crew, the need to convene a review team will be determined by DHSC leadership.
   3) A Level 2 review is requested by DHSC leadership.

4.5 Fire-related Incident Report: Within 45 days of completing a Fire-related Incident Review, the Wildland Fire Coordinator shall submit a report to DHSC leadership for approval. The report should include: 1) a summary of the incident; 2) a review of the weather forecast and observed weather conditions; 3) a review of the burn prescription; 4) a summary of the execution of the burn and the suppression of the escape, if applicable; and 5) recommendations for future burns. After being approved, the report will be made available to appropriate personnel via e-mail and by being posted on the Terrestrial Habitat and Conservation's Wildland Fire Sharepoint site.

Approved: _____ _____

Division Director or Designee — Date
Division of Habitat & Species Conservation
Florida Fish and Wildlife Conservation Commission

11.15 Wildlife Conservation and Prioritization and Recovery Program Strategy (WCPR)

J.W. Corbett
Wildlife Management Area
Wildlife Management Strategy

November 2021

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-informed approach to wildlife management on lands in the Wildlife Management Area (WMA/WEA) system. This approach uses information from statewide models, in conjunction with input from species experts and local staff, to create a Wildlife Management Strategy (hereafter "Strategy") for the area. The FWC intends for this Strategy to provide land managers with information on management and monitoring actions that should be taken to promote the presence and facilitate the persistence of wildlife species on the area.

This document presents the results of a science-informed process for evaluating the needs of locally important species on J.W. Corbett Wildlife Management Area (JWCWMA). The foundation for FWC's management is an understanding of Florida's natural communities and the ecological processes that affect the richness and abundance of the plant and animal species which inhabit them. By restoring and maintaining natural communities, management will benefit the greatest suite of native species reliant upon those natural communities. Monitoring select species can indicate whether natural community management is having the desired effect on wildlife. To maximize the potential wildlife conservation benefit, staff considers the role of JWCWMA in regional and statewide conservation initiatives throughout the process.

Section 1 introduces the reader to the Strategy.

Section 2 describes historic and ongoing habitat management and monitoring actions on the property.

Section 3 provides an assessment of the area's role in the conservation of locally important species. This section includes management and monitoring recommendations identified during the Wildlife Conservation, Prioritization and Recovery Program (WCPR) workshop.

Section 4 identifies coordination and "beyond the boundaries" opportunities that will assist in conserving locally important species.

Maintaining 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.

Acknowledgements

The WCPR Strategy development process is intended to be a collaborative effort between multiple Divisions and Sections within the agency and coordination with experts beyond the FWC. Without the support of these experts, we would not have successfully prioritized our management, monitoring, and coordination efforts for areas like JWCWMA. As such, we would like to highlight the agency, local, and statewide experts that helped shape the discussion on JWCWMA, including Tyler Beck, Elizabeth Braun de Torrez, David Cook, Terry Doonan, Kevin Enge, Craig Faulhaber, Bradley O'Hanlon, Andrea Pereyra, Olivia Rothberg, Amy Schwarzer, Tim Towles, Ricardo Zambrano, and many others. Thank you for taking the time and effort to consider our management lands within context of the conservation needs for the region, as well as the State of Florida.

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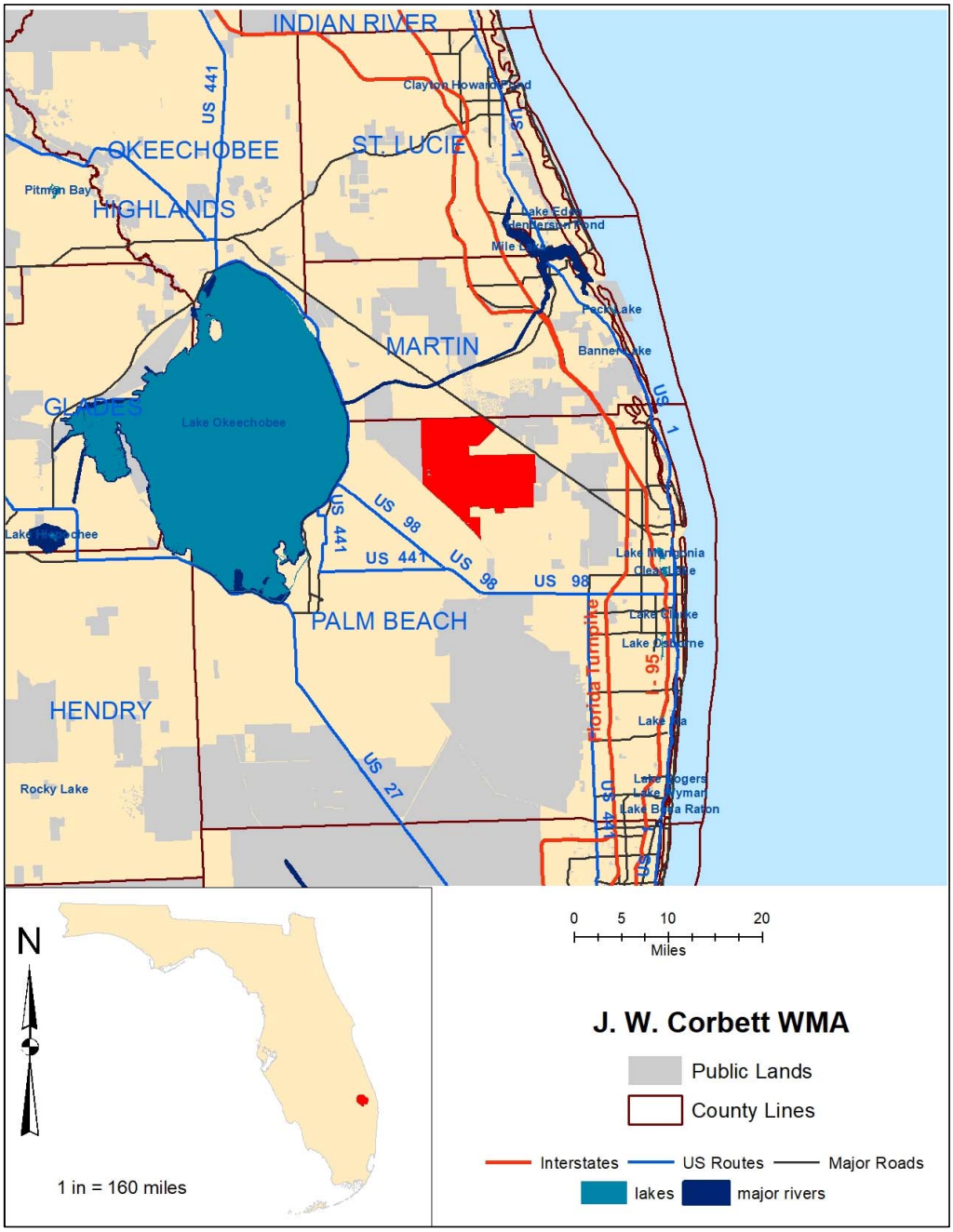
Acronym List

BMPs	Best Management Practices
DFCs	Desired Future Conditions
DWEA	John G. and Susan H. DuPuis Jr. Wildlife and Environmental Area
FFS	Florida Forest Service
F.S.	Florida Statutes
FWC	Florida Fish and Wildlife Conservation Commission
FWRI	Fish and Wildlife Research Institute
ISMP	Imperiled Species Management Plan
JDSP	Jonathan Dickinson State Park
JHWEA	John C. Mariana Jones/Hungryland Wildlife and Environmental Area
JWCWMA	J.W. Corbett Wildlife Management Area
MFC	Milliken Forest Company
MU	Management Unit
OBVM	Objective-Based Vegetation Management
PBG	Potential Breeding Group
SaMP	Survey and Monitoring Protocol (Database)
SAP	Species Action Plan
SMA	Strategic Management Area
SMEs	Subject Matter Experts
SRTC	Southern Range Translocation Cooperative
UF	University of Florida
USFWS	United States Fish and Wildlife Service
WCPR	Wildlife Conservation Prioritization and Recovery (Program)
WDC	Wildlife Diversity Conservation (Section)
WEA	Wildlife and Environmental Area
WHM	Wildlife and Habitat Management (Section)
WMA	Wildlife Management Area

Locator Map


INDIAN RIVER
OKEECHOBEE
ST. LUCIE
HIGHLANDS
MARTIN
GLADES
PALM BEACH
HENDRY
US 441
US 98
US 27
I - 95
Florida Turnpike
Lake Okeechobee
Pitman Bay
Rocky Lake
Clayton Howard Pond
Lake Edna
Henderson Pond
Mile Lake
Pecks Lake
Banner Lake
Lake Mangonia
Clear Lake
Lake Clarke
Lake Osborne
Lake Ida
Lake Rogers
Lake Wyman
Lake Boca Raton
N
1 in = 160 miles
0 5 10 20
Miles
J. W. Corbett WMA
Public Lands
County Lines
Interstates
US Routes
Major Roads
lakes
major rivers

Section 1: Introduction

The Florida Fish & Wildlife Commission (FWC) manages the lands in the Wildlife Management Area (WMA) system using a science-informed, 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 are then managed 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 those habitats.

While natural community management provides benefits to a host of species reliant upon these natural communities, imperiled species sometimes require specific attention. Additionally, 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.

FWC's Wildlife Conservation Prioritization and Recovery Program (WCPR) created this Strategy for J.W. Corbett Wildlife Management Area (JWCWMA) to document the area's role in wildlife conservation, to ensure the management needs for wildlife in the WMA system are met, and to identify the appropriate species monitoring for the area. By implementing the actions in this Strategy, FWC believes that management will promote the persistence of locally important species, aid in the recovery of imperiled species, and ensure staff are managing all wildlife species on JWCWMA for their long-term well-being and for the benefit of people.

Section 2: Historic, Current, and Planned Management

Located in Palm Beach County, the 60,330-acre JWCWMA is part of a network of conservation lands. Lake Okeechobee lies approximately eight miles to the west, John C. Mariana Jones/Hungryland Wildlife and Environmental Area (JHWEA) is approximately seven miles to the northeast, and JWCWMA shares its western boundary with John G. and Susan H. DuPuis Jr. WEA (DWEA). Within a 15 mile radius of JWCWMA are the Florida Department of Environmental Protection, United States Fish and Wildlife Service (USFWS), Department of Interior, Martin and Palm Beach Counties, local municipalities, multiple airports, and private as well as other public conservation lands (see Locator Map). Private lands surrounding the JWCWMA fall within the Glades Tier and Rural Tier zoning categories. This large area of conservation lands provides habitat for several locally important species just outside of the metro area of West Palm Beach.

The State of Florida acquired 52,000 acres in 1947 from the Southern States Land and Timber Company LLC and established it as JWCWMA. From 1956-2012, the State of Florida acquired an additional 8,478 acres of land from various agencies and entities. The 2015 JWCWMA Management Plan list's the total acreage for JWCWMA as 60,478 acres; however,

due to the most recent boundary survey, JWCWMA total acreage is 60,330. These differences in total acreage for JWCWMA are likely due to differences in projections, in-holdings, and slight changes to the boundary lines since the drafting of the management plan. Most of the land within JWCWMA was acquired for wildlife conservation, restoration and management, protection of natural and cultural resources, and public wildlife recreational opportunities that include hunting. Prior to 1947, previous landowners used JWCWMA for timber harvest, cattle grazing, and farming.

After the State acquired JWCWMA, 300 acres were cleared for planting, 23 miles of drainage canals and water control structures were installed, and 29,000 acres were leased for cattle grazing (lease terminated in 1971). The Everglades Youth Conservation Camp occupies approximately 252 acres within JWCWMA and over 25,000 youth have participated in the Camp's conservation oriented educational program since its establishment more than 50 years ago. Currently, the FWC manages JWCWMA for the conservation of wildlife and habitat as well as public outdoor recreation.

2.1 Habitat Management

The JWCWMA Management Plan describes the vegetative communities on the WMA, management of those communities that require more than passive management, and the goals and objectives for the 10-year life of the plan. The current state of JWCWMA natural communities is not drastically different from its historic condition. Management techniques applied by FWC to maintain the natural communities on JWCWMA include prescribed burning, mechanical treatments, exotic vegetation control, hydrological restoration, and replanting native vegetation. Through the Objective Based Vegetation Management (OBVM) process, staff defined desired future conditions (DFC) for the actively managed natural communities.

Mesic and wet flatwoods are the actively managed natural communities monitored via OBVM on JWCWMA. Other communities staff manage with prescribed fire include depression marshes, wet prairie, and strand swamp. Prescribed fire is the most important tool JWCWMA staff use to maintain and enhance natural communities. Prescribed fire reduces heavy fuel loading, controls invasive hardwoods, promotes fire dependent plant species, and enhances natural communities to benefit wildlife. Staff conduct prescribe burning during both growing and dormant seasons.

The 2018 OBVM Report noted that long hydroperiods, difficulty accessing portions of this large WMA, and staff turnover, have made managing the flatwoods communities on JWCWMA difficult. Attribute conditions will not improve across JWCWMA without finding ways to get more prescribed fire into the backlogged portions of the flatwoods communities, while continuing a year-round prescribed fire program. They also must be coordinated so as not to disrupt fire management in priority areas, such as those red-cockaded woodpecker [*Picoides borealis*] areas, which have been burned three or more times since 2006. OBVM data shows that in general, the mesic and wet flatwoods are not in desired condition at JWCWMA. Although the priority areas were in better condition than the community at large, prescribed fire needs to be more frequent and used on a larger scale.

Based on OBVM data and following discussions with JWCWMA staff, mechanical treatments are needed to restructure the palmetto and shrub components of the mesic and wet flatwoods communities, but at a scale that allows the mechanical treatments to be followed by fire in a timely manner. The shrub stem density and height attributes were in better condition in the more frequently burned areas but still largely above DFC due to long average fire returns even in the better managed areas.

Actions to maintain habitat for red-cockaded woodpeckers have kept large portions of JWCWMA flatwoods in decent condition, and staff have been able to manage the mid-story with fire and mechanical treatment in those areas. However, shorter and more frequent return intervals are needed, as staff should strive for a 2-3-year return interval that would help in controlling shrubs, palmettos and invasive plants. After many discussions, JWCWMA staff were encouraged to continue to focus on the improvement and management of those areas being most actively managed; to enhance and maintain an area in a high community condition that can be built upon and expanded over time.

Since the previous Strategy (August 2011), staff burned 63,323 acres. Staff burned about half the total during the dormant season (33,298), and the other half during the growing season (30,025). Staff burned an average of 6,031 acres per year, with a maximum of 15,504 acres burned in 2019. Periodic wildfires have burned 1,256 acres at JWCWMA since the last Strategy, the majority of which burning 1,202 acres in 2015. JWCWMA staff will continue to employ a prescribed burning program that incorporates different seasons, burning frequencies, and intensities, to enhance habitat diversity and a mosaic of vegetation patterns.

Since the last Strategy, staff applied herbicide treatments to the JWCWMA multiple times, covering 232,428 acres of nonnative plants (averaging 23,243 acres/year). Examples of nonnative invasive plants treated by staff include melaleuca (*Melaleuca quinquenervia*), Peruvian primrose-willow (*Ludwigia peruviana*), Asian sword fern (*Nephrolepis brownii*), java plum (*Syzygium cumini*), Brazilian pepper (*Schinus terebinthifolia)*, cogon grass (*Imperata cylindrica*), old world climbing fern (*Lygodium microphyllum*), and water lettuce (*Pistia stratiotes*). Certain units are treated more frequently; however, once areas are in maintenance condition, the goal is to treat those areas on a 3-year rotation.

Mechanical treatments are used in areas where prescribed burning is limited to reduce understory and shrub height, and as a way of restructuring fuel loads for future prescribed fire. Staff use mechanical treatments on various natural communities as needed. Staff mainly use chopping and mowing as mechanical treatments, although other treatments, such as discing and chainsawing are used on a limited basis. Since the last Strategy, staff use mowing more than any other treatment. Mowing is mainly used in food plots and camps. Chopping helps reduce tall saw palmetto (*Serenoa repens*) understory to allow staff to apply prescribed fire with less tree mortality and improves habitat for red-cockaded woodpeckers. Mowing, along with discing and tilling helps prepare sites for planting in food plots that benefit various game species.

In 2009, the Florida Forest Service (FFS) conducted a Timber Assessment to evaluate the potential and feasibility of managing timber resources for conservation and revenue generation

purposes. The FFS concluded that it was not economically feasible to generate revenue from timber operations at JWCWMA at the time of the assessment. The goal is to restore timber in places that are below the desired density to improve habitat for wildlife; however, staff believe the desired density can be achieved via natural regeneration.

The Milliken Forestry Company (MFC) conducted a Forage Habitat Analysis for red-cockaded woodpeckers in 2014. MFC assessed 8,925 acres of potential habitat in the south, east, and west blocks (Red-Cockaded Woodpecker Block Map) looking at basal area, mature canopy age, herbaceous cover, and cabbage palm (*Sabal palmetto*) density. MFC indicated that hardwoods were not an issue anywhere, but that staff should address the high cabbage palm density in all three blocks. JWCWMA contractors top kill cabbage palms in the mulched areas and perform spot treatments of cabbage palms within clusters via chainsaw. Additionally, MFC recommended new recruitment clusters and that staff refurbish inactive clusters.

Due to the emphasis on natural regeneration, staff do not currently have plans to plant trees. Other species plantings have been conducted in certain communities to promote wildlife forage. Since 2011, JWCWMA staff maintained 652 acres for wildlife food plots. Staff will discontinue discing and planting the food plots to avoid spreading Wright's nut-rush (*Scleria lacustris*) but will continue to mow this area prior to seed production.

The South Florida Engineering and Consulting, LLC conducted a Hydrological Assessment in 2016. The goal was to reestablish sheet flow and rainfall driven hydroperiods to improve the functioning of both terrestrial and aquatic communities. Since 2016, hydrological improvements include repairing water control structures discharging into the L-8 canal to allow discharge during high water events, converting water control structure S-4 to a movable weir type discharge to prevent excessive dry down at that location, and installing a sediment trap at the S-4 structure to prevent silting in the M-0 outfall canal. The South Florida Water Management District (SFWMD) also removed the culverts and installed three low water crossings along the south grade to improve sheet flow across the roadway.

Over the next 10 years, staff will continue to manage mesic and wet flatwoods on JWCWMA to meet DFCs. Staff will also focus on maintaining functional natural communities and initiate actions to make altered communities more wildlife friendly. The actions outlined below will improve habitat for many of JWCWMA's locally important species that use these communities.

Timber Management

- Staff do not anticipate the need for large scale timber harvests or plantings during the life of the Strategy.
- Staff will manage natural communities to ensure that mature, native, site-appropriate tree species are preserved.

Mechanical Treatments

- When necessary, staff will use mechanical treatments to restructure fuel loads before applying prescribed fire. Other treatments will be implemented when appropriate.

- Staff will follow mechanical treatments with prescribed fire when feasible and avoid mechanically treating more than they can burn.
- Staff will continue to mow food plots to promote forage for upland game birds.

Chemical Treatments

- Staff will continue chemical maintenance on a 3-year rotation with treatment of specific Florida Exotic Pest Plant Council Category I and II invasive nonnative plants.

Prescribed Fire

- Staff plan to burn flatwoods, wet prairie, marshes, and other fire-maintained communities alone or in combination with mechanical or chemical treatments on a 2-3-year fire return interval.
- Staff will employ a burning program with different burning frequency, intensity, and seasonality (dormant vs. growing seasons) designed to provide a diversity of community structure.
- Staff will emphasize dormant season burns in areas with no fire history as well as growing season burns in areas with excess shrubs until the unit is in maintenance condition.

Hydrological Restoration

- Staff will maintain culverts installed by FWC.
- Staff will coordinate with SFWMD and Indian Trails Improvement District to meet hydrological needs and goals.

2.2 Strategic Management Areas

The 2011 Wildlife Management Strategy delineated two Strategic Management Areas (SMAs) to target restoration efforts for red-cockaded woodpeckers. We established the Southern Range Expansion SMA (red; Figure 1) with the goal to enhance habitat conditions for red-cockaded woodpeckers to facilitate occupation of the area by the species and allow connectivity between this area and currently occupied clusters. The three objectives were to install 2-4 recruitment clusters in the SMA by 2020, reduce cover of exotic vegetation in the SMA to less than 10% by 2020, and achieve a 3–year average prescribed fire interval in the SMA by 2020. Staff met the objectives of the Southern Range Expansion SMA and it currently has12 recruitment clusters installed and four existing clusters refurbished. There are currently seven potential breeding groups. Most of the area has been burned on a 3-4-year rotation since 2011. WCPR Workshop participants decided to discontinue the Southern Range Expansion SMA and continue to manage the area via natural community management.

We established the Western Expansion SMA (orange; Figure 1) with the goals to enhance habitat conditions to facilitate occupation of the area by red-cockaded woodpeckers, and to improve connectivity between currently occupied clusters on JWCWMA and DWEA. The three objectives were to install 4-6 recruitment clusters in the SMA by 2020, reduce cover of exotic vegetation in the SMA to less than 10% by 2020, and achieve a 3-year average prescribed fire

interval in the SMA by 2020. Objectives for the Western Range Expansion SMA were not completed. The Western Range Expansion SMA has received two aerial burns but needs more fire before installing cavities. Staff have identified multiple potential recruitments sites. Workshop participants agreed to discontinue the SMA, since ongoing and future management will continue to meet objectives regardless of the SMA designation.

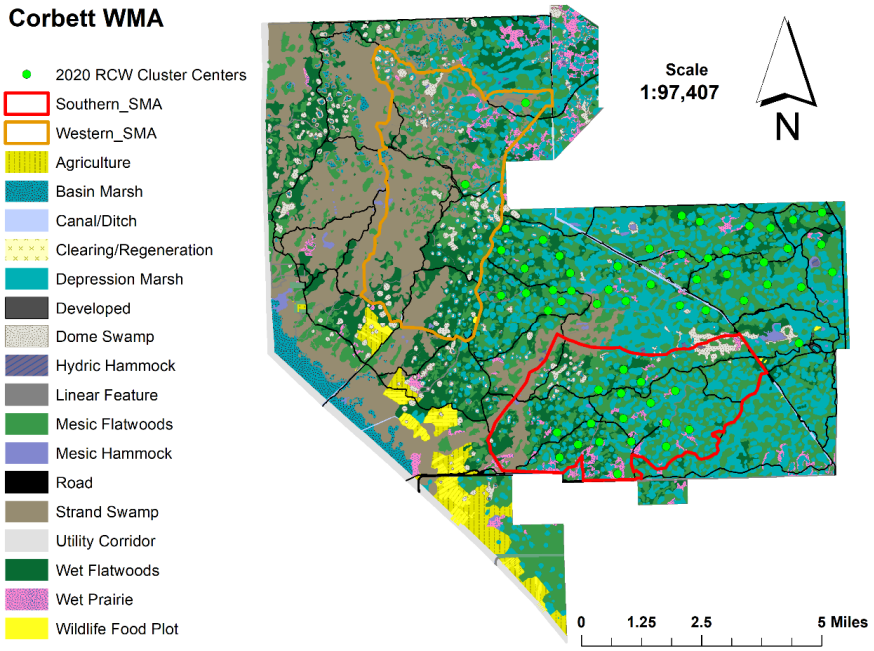


Figure 1: Map of JWCWMA red-cockaded Woodpecker SMAs.

2.3 Monitoring

Monitoring recommendations in the 2011 Strategy included: conducting aerial and ground wading bird surveys, Bachman's sparrow (*Peucaea aestivalis*) in conjunction with northern bobwhite (*Colinus virginianus*) surveys, mottled duck (*Anas fulvigula*) hen house monitoring, marsh bird surveys, and red-cockaded woodpecker monitoring. Except for mottled duck hen house monitoring, staff accomplished these monitoring recommendations during the 10-year lifetime of the Strategy. Staff discontinued mottled duck hen house monitoring as the houses deteriorated quickly and were never occupied. Results from these efforts and the rationale for discontinuing some of the monitoring informed the species assessments.

In addition to the monitoring recommendations in the 2011 Strategy, staff conducted one aerial white-tailed deer survey and determined that JWCWMA vegetation impeded visibility during aerial surveys. Staff monitored and maintained wood duck (*Aix sponsa*) boxes. The number of active wood duck boxes varied from year to year depending on the number of suitable boxes available each year. The percentage of available boxes used each year is very high. The

University of Florida's (UFs) Everglades Invasive Reptile and Amphibian Management Program conducted surveys to determine the status of nonnative species on JWCWMA from 2011-2012. UF staff observed 14 amphibian (2 nonnative) and 11 reptile (1 nonnative) species throughout JWCWMA. The Florida Bat Conservancy conducted mobile acoustic bat surveys in 2011 documenting five species (see Colonial Bat Assessment for details). FWC staff conducted additional surveys in 2018. Staff transitioned from marsh bird surveys to Eastern black rail (*Laterallus jamaicensis jamaicensis*) surveys in 2020 (see Eastern Black Rail Assessment for details). In December 2020, the Fish and Wildlife Research Institute (FWRI) and JWCWMA staff began collaboration on a sandhill crane (*Grus canadensis pratensis*) telemetry study and successfully put a GPS transmitter on one crane that FWRI is tracking at the time of writing. Preliminary results show that this individual sandhill crane used JWCWMA habitat for approximately four consecutive months (January-April) before moving to a nearby suburban housing development.

Species Specific Monitoring

Some species warrant dedicated monitoring for one or more reasons. Imperiled species that are rare or declining may justify a dedicated effort to monitor local populations. In other cases, the species being monitored fulfills a role of an indicator species, a species whose presence indicates well-managed natural communities that will also benefit other species. Some species exist as both imperiled and as an indicator. The Species Assessments detail species' status and specific monitoring actions. On JWCWMA the following species or species groups will receive dedicated monitoring:

- Bald eagles
- Eastern black rail
- Red-cockaded woodpecker
- Wading birds

Species Inventories

Conducting periodic inventories on lands within the WMA system accomplishes several purposes. Inventories inform staff about species on JWCWMA, provide an up-to-date species list for JWCWMA, and may alert staff to potential species declines that warrant further investigation. Additionally, conducting an inventory may be a more effective way to document species occurrence than other methods, such as opportunistic monitoring. The North American Butterfly Association conducted butterfly surveys in 2013 and observed 25 different species. Since 2016, staff have conducted annual freshwater fish inventories in a variety of alternating surveys from wet to dry seasons each year. Many native and nonnative species have been captured with the highest species richness (26 species) observed in 2020. In the Spring of 2019, the South Region Volunteer Coordinator conducted a cover board, PVC pipe, and frog call study with an intern to partially inventory what herpetofauna occur in different natural communities at JWCWMA. Nine amphibians (1 nonnative) and four reptiles (2 nonnative) were observed during the study. In 2020, staff conducted a limited small mammal inventory testing bait type,

traps, and sampling design in preparation for future small mammal inventories at JHWEA and JWCWMA and one cotton mouse (*Peromyscus gossypinus*) was captured. In 2020, staff began conducting an area wide acoustic bat inventory that is ongoing.

During the 10-year lifetime of this Strategy, staff or contractors will conduct taxa inventory surveys for the main terrestrial vertebrate species and selected aquatic species as resources allow. Surveys on JWCWMA will include herpetofauna coverboard and drift fence surveys, treefrog PVC pipe surveys, aquatic reptile and amphibian trapping, electrofishing surveys, small and meso mammal camera trap surveys, avian point count surveys, Christmas Bird Counts, and acoustic bat surveys. For species identified as unlikely to be captured by current methods, cryptic species and other special cases, modifications or enhancements to existing survey methodologies will be considered.

Document Occurrence

To improve the area-specific documented species list, staff document opportunistic observations of species as they are encountered. While staff only need to enter opportunistic observations for common species on an occasional basis, common species will be documented and entered into the Survey and Monitoring Protocol (SaMP) database every time initially, but then only in novel locations after JWCWMA has built a species list. Other species require every observation be documented. Collecting this information will help further our understanding of species' ranges statewide as well as the area's role in the conservation of these species. Staff will record observations of the following species when encountered using Opportunistic Observations for Wildlife protocol and enter those data into the SaMP database so it will be available to other FWC sections and divisions, as well as to cooperating agencies and organizations. It is not necessary to fill out the opportunistic monitoring form if data on these species are collected as part of another monitoring effort (e.g., herp arrays). Species for which all occurrence will be documented on JWCWMA are:

- Eastern diamondback rattlesnake (*Crotalus adamanteus*)
- Eastern indigo snake (*Drymarchon couperi*)
- Florida box turtle (*Terrapene carolina bauri*)
- Florida pine snake (*Pituophis melanoleucus mugitus*)
- Gopher tortoise (*Gopherus polyphemus*)
- Bachman's sparrow (*Peucaea aestivalis*; in unusual habitats and after habitat management practices in flatwood habitat)
- Brown-headed nuthatch (*Sitta pusilla*)
- Burrowing owl (*Athene cunicularia*)
- Crested caracara (*Caracara cheriway*)
- Eastern black rail (*Laterallus jamaicensis jamaicensis*)
- Florida mottled duck (*Anas fulvigula*; nesting or occurrence of dependent young)
- Florida sandhill crane (*Grus canadensis pratensis*; nesting or occurrence of dependent young as well as use of prairie habitat)
- King rail (*Rallus elegans*)

- Least bittern (*Ixobrychus exilis*)
- Limpkin (*Aramus guarauna*; nesting activity or occurrence of dependent young)
- Northern flicker (*Colaptes auratus*; March-July)
- Red-cockaded woodpecker (*Leuconotopicus borealis*; outside of known cluster sites)
- Short-tailed hawk (*Buteo brachyurus*; include color phase and behavior)
- Snail kite (*Rostrhamus sociabilis*; banded individuals, mating pairs, and nest activity)
- Southeastern American kestrel (*Falco sparverius paulus*; presence May-July)
- Southern bald eagle (*Haliaeetus leucocephalus*; nesting activity)
- Swallow-tailed kite (*Elanoides forficatus*; nesting activity)
- Wading birds (imperiled species; nest colonies)
- Bat roosts (multiple species)
- Bobcat (*Lynx rufus*)
- Eastern spotted skunk (*Spilogale putorius*)
- Florida black bear (*Ursus americanus floridanus*)
- Florida panther (*Puma concolor coryi*)
- Marsh rabbit (*Sylvilagus palustris*)
- Otter (*Lontra canadensis*)
- Round-tailed muskrat (*Neofiber alleni*)
- Southern fox squirrel (*Sciurus niger*)
- Striped skunk (*Mephitis mephitis*)
- Any listed species that does not have a monitoring protocol in this section

Nonnative Species Observations

Over 500 vertebrate nonnative species have been documented in Florida and currently 150 of these species have reproducing populations in Florida. Most of these species are not a threat to locally important species; however, some (e.g., Burmese python [*Python molurus bivittatus*] and Argentine black and white tegus [*Salvator merianae*]) have shown to have detrimental impacts to Florida's native wildlife and are a priority for early detection and response. The Nonnative Fish and Wildlife Program aims to minimize the adverse impacts of nonnative species in Florida through prevention, early detection, rapid response, control and management, and education and outreach.

As Burmese pythons and other species continue to expand their range in Florida, the Nonnative Fish and Wildlife Program asks that all priority nonnative species be reported to the Exotic Species Hotline at 888-Ive-Got1 (483-4681). Burmese pythons and Nile monitors (*Varanus niloticus*) have been observed on JWCWMA. Multiple ball pythons (*Python regius*) have been observed and removed from within five miles of JWCWMA. Green iguanas (*Iguana iguana*) are often observed along canals that border JWCWMA and exotic fish are prevalent area wide. If staff observe a priority nonnative species at JWCWMA, staff are encouraged to capture and remove the animal if they feel comfortable doing so. Once the animal is in possession, contact the Exotic Species Hotline to coordinate the transfer with a staff member in the

Nonnative Fish and Wildlife Program. The Nonnative Fish and Wildlife Program also provides training on the safe handling and capture of nonnative species. For training, contact the Exotic Species Hotline or the staff contacts on the Wildlife Impact Management SharePoint page. If Burmese pythons or other priority nonnative species become established on JWCWMA, the South Region Conservation Biologist will consult with FWC's Nonnative Program Coordinator and discuss nonnative species management efforts.

Section 3: Species Assessments

Creating these assessments for locally important species on JWCWMA involved several steps. First, WCPR staff created a list of locally important species for JWCWMA (Appendix 2), starting with the listed and recently delisted species in the Imperiled Species Management Plan (ISMP) that are known to occur or could potentially occur on JWCWMA. Staff then considered adding additional species to this list, including: species that were identified in the area's purpose for acquisition; species for which staff conduct significant monitoring or management for conservation, recreation, or public viewing purposes; candidates for federal listing; species recognized as habitat management indicators, keystone species, or umbrella species; and species for which occurrence data are lacking. Staff used references, in addition to the ISMP, which included: statewide potential habitat models, created by FWRI using Cooperative Land Cover V.3.2; agency documents such as the previous WCPR Strategy and the JWCWMA Management Plan; and input from local staff and species experts.

After creating the species list, WCPR staff drafted assessments outlining proposed management and monitoring actions for each species (except those for which documenting occurrence was the only needed action identified by experts). Then staff conducted a workshop, held February 23-25th 2021, at which area managers, species experts, and section leaders reviewed the draft species assessments and discussed JWCWMA's potential role in the conservation of listed and locally important species. To determine management actions needed for each species, workshop participants considered: the species' status on JWCWMA; 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). Additionally, staff considered management actions identified in FWC's Species Action Plans (SAPs), Regional Assessment, and JWCWMA Management Plan. Using the information from the workshop, staff drafted the Strategy and sent it to species experts for review. Following the review, the Strategy was finalized and implemented.

This section summarizes the assessment for each species. Each assessment outlines the species' status on JWCWMA and the current condition of its habitat, planned habitat management actions, planned monitoring actions, and the area's role in conservation of the species. In addition, some assessments may identify species management recommendations, which refer to actions such as translocation, restocking, or installing artificial cavities.

3.1 Bachman's Sparrow

Current Condition: Staff have documented Bachman's sparrows opportunistically and during 2012, 2018, and 2020 callback surveys on JWCWMA. Staff reassessed the objective to conduct annual spring call count surveys for Bachman's sparrows in association with ongoing northern bobwhite spring whistle count surveys after not being successful in documenting northern bobwhite or Bachman's sparrows in 2012. In 2013, staff decided to change the frequency to two consecutive years after the South Region Conservation Biologist and JWCWMA staff reevaluated the call back stations, but surveys did not continue until 2018. Staff conducted Bachman's sparrow surveys in conjunction with northern bobwhite surveys in 2018.

In 2020, staff conducted Bachman's sparrow and brown-headed nuthatch surveys. Staff conducted surveys in a variety of natural communities including wet and mesic flatwoods using the Bachman's sparrow and brown-headed nuthatch standardized monitoring protocol (playback surveys) to track both species presence area-wide. In JWCWMA, Bachman's sparrows are common in flatwood habitat that is in a suitable burn rotation, however, staff observed them in other communities (e.g., wet prairie, agriculture, food plot) near well managed wet and mesic flatwoods as well. Regionally, JWCWMA may serve as a corridor for dispersal as Bachman's sparrows occur on nearby JHWEA, DWEA, and Jonathan Dickinson State Park (JDSP). Staff have observed brown-headed nuthatches on JWCWMA, but observations are rare.

The Bachman's sparrow requires specific habitat containing diverse herbaceous groundcover maintained by a frequent fire return interval. Because of this, ecologists consider the Bachman's sparrow an 'indicator species' whose continued presence indicates well-managed pine communities. Bachman's sparrows are habitat specialists that prefer mature pine forests with low basal area and abundant herbaceous vegetation, or early successional old-field habitat. JWCWMA has over 16,500 acres of mesic flatwood habitat. JWCWMA staff can increase the Bachman's sparrow population in the next 10+ years by maintaining the fire frequency (2-3 years) in maintenance communities and by mechanically treating over-grown areas, then following with fire. In the areas managed with frequent fire, the current condition of the habitat is well suited to this species. However, there is room to increase the amount of habitat suitable for this species by increasing more acreage under a frequent fire return.

Habitat Management: Bachman's sparrows have been known to abandon areas where fire has been absent for >3 years. Staff will use prescribed fire to manage and maintain habitat appropriate for this species as well as other species that benefit from similar management (e.g., red-cockaded woodpeckers). Fire stimulates growth of grass and forbs while assisting other management techniques in creating a patchy understory. These patches of grasses and shrubs are important for Bachman's sparrow nest sites and singing perches. Staff will follow mechanical treatments with prescribed fire to reduce fuel loads, strategically remove shrub cover while leaving patches, and stimulate growth of grasses and forbs. Staff will continue to chemically treat nonnative plants, mechanically treat overgrown areas, and apply fire to meet desired conditions in communities that are currently being maintained and enhanced. In areas where it is difficult to maintain the desired fire return interval, as well as in areas that have not had recent

fire, staff plan to use mechanical treatments to restructure fuel loads and ultimately increase acres that can be burned, which will increase habitat suitability for Bachman's sparrows.

Monitoring: Staff documented Bachman's sparrows throughout most of JWCWMA in 2020. However, staff documented sparrows at a much higher rate in the south and southeast portions of JWCWMA where more flatwood habitat is present. The central and northern portions of JWCWMA where Bachman's sparrows were less common, also contain more wet, less suitable habitat (i.e., wet prairie, cypress dome, and strand swamp). Since the Bachman's sparrow can serve as a habitat indicator, monitoring can help gauge the effectiveness of habitat management. However, staff already manage and monitor red-cockaded woodpeckers, which can also serve as indicators of well managed flatwoods. Workshop participants came to the consensus to discontinue Bachman's sparrow surveys and rely on future avian inventories to document presence area wide. Staff will opportunistically document presence of Bachman's sparrows in novel locations.

Area's Role: The amount of flatwoods on JWCWMA means the area has a role in the conservation of Bachman's sparrows by providing suitable habitat to support the regional population. The natural areas near JWCWMA have a significant amount of flatwood habitat to help support the regional population. Staff will ensure JWCWMA fulfills its role by continuing to manage and enhance flatwoods through the application of prescribed fire in conjunction with mechanical treatments and chemical treatment of invasive exotic plants. These management practices will enhance the condition of the mesic flatwoods to meet the needs of the species.

3.2 Crested Caracara

Current Condition: Crested caracara are rare on JWCWMA. All crested caracara observations on JWCWMA have been recorded opportunistically. Crested caracara are more common on DWEA, although nesting has not been confirmed on DWEA or JWCWMA. FWC staff have observed nesting at nearby Allapattah Flats WMA. This species prefers to forage in open areas with low ground and shrub cover and will build their nest on a cabbage palm tree in an open area. In JWCWMA and DWEA, caracaras are usually observed on levees and along roads and in open communities such as agriculture or food plots.

The crested caracara is listed as federally-Threatened making it a statewide priority. Historically, this species would have occurred in native dry prairie. Due to habitat loss and degradation, crested caracaras now occur mostly on private and public land on improved or semi-improved pastures. Crested caracaras have strong nest site-fidelity, often returning to the same tree every year to build a new nest. Nests are primarily constructed on cabbage palms, but they may nest on live oaks (*Quercus virginiana*) and bald cypress (*Taxodium distichum)*. Models identified close to 17,000 acres of potential habitat for this species on JWCWMA. Habitats available on JWCWMA include mesic flatwoods and mesic hammock; however, these are secondary communities that caracara typically use when they are interspersed with dry prairie or pasture which is not the case on JWCWMA. Caracaras have been observed in the food plots and likely benefit from the mowing occurring in that area.

Habitat Management: Activities, such as mowing and prescribed burning, create ideal foraging habitat for caracaras by maintaining areas with low ground cover and shrub cover. Prescribed burning can help maintain open habitats that support foraging. The presence of agricultural fields and food plot communities will benefit the species. Current natural community management on mesic flatwoods will maintain an open flatwoods community that may provide some use to caracaras. If a nest is observed, staff should avoid disturbance within 1,000 feet of the nest during the first 2-3 weeks of nesting, as this is when caracaras are most likely to abandon the nest (see Crested Caracara Best Management Practices).

Monitoring: Staff will continue to record opportunistic observations. If nesting is observed, staff will design territory and nest surveys following the monitoring guidelines set forth by the Crested Caracara Breeding Territory Surveys.

Area's Role: The role of JWCWMA in the conservation of crested caracaras is to provide suitable foraging habitat to support the regional population. Staff will fulfill this role by continuing to manage wetlands and maintaining low groundcover and shrubs in the appropriate communities. These management practices will help increase roosting and foraging habitat for the crested caracara.

3.3 Eastern Black Rail

Current Condition: Multiple marsh bird species occur on JWCWMA including the Eastern black rail. In 2020, the USFWS listed the Eastern black rail as federally-Threatened due to serious population declines and significant range contractions. Since the last Strategy, staff conducted marsh bird surveys from 2012-2019 using the protocol developed by the National Marsh Bird Monitoring Program. During marsh bird surveys, staff documented black rails in each year from 2013-2016, and then in 2018. At nearby JHWEA, staff documented one individual black rail in 2016 during a marsh bird survey. In 2020, JWCWMA staff transitioned to conducting black rail surveys, however, no black rails were detected.

The black rail is the only listed marsh bird that occurs on JWCWMA. Due to the 15,000 acres of marsh habitat available for black rails, species experts identified JWCWMA as having an important role for black rail conservation and population monitoring. The black rail is a cryptic bird the size of a sparrow that lives in the shallowest reaches of freshwater and saltwater marshes. The vegetative composition of most marsh communities on JWCWMA meet the needs for this species; however, hydrology, which is not controlled by JWCWMA staff, is a strong indicator of good nesting habitat.

Habitat Management: The structure of the habitat, open understory near or over water, is the most important feature. Hydrology plays a crucial role in black rail habitat use. Adult black rail's prefer water levels ranging from moist soil to 6 cm and moist soil to 2 cm for chicks. Nonnative plant control and prescribed burning will maintain the healthy herbaceous cover this species needs to prevent excessively thick growth of vegetation or shrubs. Staff burn marshes while burning adjacent natural communities (e.g., flatwoods) and when habitat conditions allow for fire to carry through, benefitting black rail by reducing shrub cover. The USFWS Species Status Assessment Report for black rails recommends that marsh burns should avoid sensitive

time periods (i.e., the breeding season or flightless molt period). Unlike many birds, black rails molt all flight feathers simultaneously and therefore cannot fly until new feathers are formed. Staff should avoid burning occupied marshes during the flightless molt period (August-September). Staff will follow the guidance of the Eastern Black Rail 4(d) rule.

Staff will use Best Management Practices (BMPs) where black rails are present, which include avoiding treatment of more than 50 percent of a contiguous block of habitat, knowing that in certain occasions, adjustments to actions will be made in order to meet the overall management goals for JWCWMA. Approximately 10% of the management/burn unit should contain small dispersed patches of unburned area. Staff will follow additional BMPs, such as leaving unburned refugia within a controlled burn area, and planning burn rotations allowing for black rails to seek refuge in adjacent habitats required to reduce detrimental impacts on this species. Ignition techniques should strive for slow moving fires and avoid techniques that create numerous converging fires. Techniques such as spot-strip ignition and flanking will benefit black rail and other species by generating a slower moving fire. The FWRI, in collaboration with multiple interstate agencies and entities, are currently working on multiple projects to better understand the role of fire on black rail conservation.

Monitoring: Based on the discussion at the workshop and interactions with species experts, because black rail monitoring efforts continue to evolve, staff will continue Eastern black rail surveys and consult with species experts after the 2021 breeding season on future repetitions, monitoring, and management techniques.

Area's Role: The extensive marsh communities on JWCWMA mean the area has a significant role in the conservation of black rail by providing suitable habitat to support the regional population. Staff will continue to record opportunistic observations and conduct future surveys as appropriate. JWCWMA staff will continue to manage the natural communities with appropriate fire and herbicide treatments.

3.4 Florida Sandhill Crane

Current Condition: Florida sandhill cranes occur frequently on JWCWMA and have also been documented on nearby DWEA and JHWEA. Sandhill cranes are common in suburban communities, levees, roads, and shopping centers near the WMA. Staff have not observed nesting on JWCWMA, but frequently see adults with young. Staff opportunistically record Florida sandhill crane observations.

The Florida sandhill crane is state-Threatened on Florida's Endangered and Threatened Species List. This species uses a combination of shallow wetlands and open upland habitats that have most of the vegetative cover <20 inches in height. Hydroperiod is an important parameter for nesting habitat. JWCWMA has over 15,000 acres of suitable habitat for this species. On JWCWMA, Florida sandhill cranes use depression marsh, wet prairie and levees along canals. The vegetative composition of most marsh communities on JWCWMA meet the needs for this species as recent telemetry data show that at least one pair of Florida sandhill cranes may have nested in JWCWMA in 2021. While Florida sandhill cranes on JWCWMA are part of a larger regional population and are subject to conditions outside the control of FWC, the amount of

potential habitat on JWCWMA and the adjacent public lands makes the area important for this species.

Habitat Management: Nonnative plant control and prescribed burning will maintain the healthy herbaceous cover this species needs and prevent excessively thick growth of vegetation or shrubs. When fire occurs on JWCWMA, staff will allow it to burn across marshes in order to manage and maintain habitat appropriate for this species. If JWCWMA staff document an active sandhill crane nest, they will maintain a 400 ft. buffer to reduce the likelihood of nest disturbance. Florida sandhill cranes require open landscapes for foraging and nesting and will occupy the same territory for many years if appropriate habitat remains available. By maintaining suitable habitat conditions through prescribed fire, staff will continue to maintain JWCWMA in a way that will benefit sandhill cranes. Staff will follow BMPs to protect water quality.

Monitoring: Most of the research and monitoring for Florida sandhill cranes has been done on private ranchlands (i.e., improved pasture); however, FWRI staff are conducting a telemetry study on JWCWMA and are currently tracking the movements of one adult. FWRI staff also banded a few individuals on JWCWMA to help provide more information on crane movements in the area. Due to the high nest site fidelity exhibited by Florida sandhill cranes, staff will opportunistically document mating behavior, active nests, and adults with flightless young, as well as attempt to look for active nests in areas where cranes have nested in the past. In areas where reproductive behavior is observed, staff will protect wetlands and return annually to document continued use. The Florida sandhill crane SAP recommended statewide monitoring on public lands to help provide a refined estimate of the current population size, available habitat, and carrying capacity for Florida sandhill cranes. Staff will begin annual sandhill crane surveys pending the development of a monitoring protocol approved by subject matter experts (SMEs) and the WCPR team. During the mid-term Strategy review process, staff will consult with SMEs to determine how data are contributing to the conservation of this species and if continuing sandhill crane surveys is necessary.

Area's Role: The extensive depression marsh community on JWCWMA means the area has a significant role in the conservation of Florida sandhill cranes by providing suitable habitat to support the regional population. Staff will fulfill this role by continuing to manage wetlands via chemical treatments in conjunction with prescribed fire. These management practices will help maintain foraging and nesting habitat for the Florida sandhill crane.

3.5 Red-Cockaded Woodpecker

Current Condition: Red-cockaded woodpeckers are somewhat common in suitable flatwoods on JWCWMA and at nearby DWEA, which shares a boundary with JWCWMA. Red-cockaded woodpeckers are currently being reintroduced into JHWEA and JDSP. The metapopulation formed by JWCWMA and DWEA is extremely important as it is the current stronghold for red-cockaded woodpeckers in southeastern Florida. In 2010, JWCWMA and DWEA observed their first dispersal between the two populations with a female helper moving from JWCWMA to DWEA and pairing with a male, and a DWEA released translocated male

forming a potential breeding group (PBG) on JWCWMA. If the JHWEA and JDSP populations grow and begin to disperse among the other established subpopulations, the DWEA and JWCWMA metapopulation will grow to cover a much larger area spanning four state-managed conservation areas.

JWCWMA is part of the Southern Range Translocation Cooperative (SRTC) and has not received woodpeckers since 2017, when the population achieved the goal of 25 PBGs and 30 active clusters. On JWCWMA, there were 31 active clusters and 28 PBGs during the 2020 nesting season. Since the last Strategy, staff have observed a significant increase in fledglings. Staff accomplished the two objectives proposed in the 2011 Wildlife Management Strategy by increasing recruitment clusters by more than eight and adding over 2,000 acres of red-cockaded woodpecker habitat into DFC by 2020. Currently, the area-specific red-cockaded woodpecker management plan is being revised, and on completion, staff will work to implement the plan to maintain and expand the area's population.

The red-cockaded woodpecker is a federally-Endangered species, but the USFWS is proposing this species be reclassified from Endangered to Threatened due to decades of successful restoration efforts across its range. This species can be an indicator of properly managed pine flatwoods as the species prefers an open old-growth pine woodland habitat with a diversity of grass, forbs, and shrub species. JWCWMA is south of the range of longleaf pine (*Pinus palustris*), and birds in this part of the state primarily occupy Florida slash pine (*Pinus elliottii*). A short fire return interval ($\leq$3-years) is extremely important to this species, as it helps reduce hardwood and shrub encroachment making it easier for red-cockaded woodpeckers to avoid predators and competitors.

Habitat Management: Since the last Strategy, habitat management activities at JWCWMA including mowing, burning, and exotic plant treatments, have created the open midstory and herbaceous understory preferred by red-cockaded woodpeckers in large portions of JWCWMA. Staff will emphasize burning areas currently within the desired fire return interval to maintain suitable habitat, while reintroducing fire into new areas in order to manage and maintain habitat appropriate for this species. Staff will use mechanical treatments for restructuring fuels before introducing fire when necessary to accomplish management objectives. Management will focus on achieving desired future conditions in flatwoods in support of future potential occupation by red-cockaded woodpeckers. The USFWS Red-Cockaded Woodpecker Recovery Plan states that the occurrence of fire at the appropriate interval and the appropriate mechanical treatments on the landscape are critical to retaining suitable conditions.

Monitoring: Staff will continue annual monitoring as outlined in the USFWS Red-Cockaded Woodpecker Recovery Plan, including nest checks, nestling banding, fledge checks, and monitoring of banded birds. These monitoring efforts document translocation success, number of PBGs, active clusters, group size, active trees and cavities, new cavity trees and clusters, nest success, and fledgling success. Staff will continue to report and share monitoring data with USFWS, managers of adjacent conservation lands and at the annual SRTC meetings.

Species Management: Since the last Strategy, species management included addition of new clusters (recruitment clusters), restoration of historical clusters, artificial cavity inserts, drilled cavity starts, complete drilled cavities, and translocated birds. The last Strategy established the Southern and Western Range Expansion SMAs with the goal to enhance habitat conditions for red-cockaded woodpeckers, to expand the occupation of the area by the species and allow connectivity between these areas and currently occupied clusters. Staff completed the Southern Range Expansion WMA and currently has 12 recruitment clusters installed and four existing clusters refurbished. There are now seven potential breeding groups. The Southern Range Expansion SMA is currently on a 3-4-year fire return interval. The Western Range Expansion SMA has gotten a couple of aerial burns applied on the west side but needs more fire before installing cavities. Staff have identified multiple potential recruitments sites. Discussions at the 2021 WCPR Workshop determined that both SMAs can be discontinued as planned management will achieve the desired outcomes.

Area's Role: The role of JWCWMA in the conservation of the red-cockaded woodpecker is to provide suitable habitat to support the metapopulation. Staff will continue to manage and monitor the population using the guidelines in the USFWS Red-Cockaded Woodpecker Recovery Plan. JWCWMA is extremely important in supporting the regional metapopulation by serving as a core subpopulation and as an important corridor for nearby populations.

3.6 Snail Kite

Current Condition: Staff frequently observe snail kites on JWCWMA, as well as on the nearby DWEA and JHWEA. Staff have not confirmed nesting on JWCWMA, but have confirmed nesting on JHWEA and many other neighboring natural areas (i.e., Lake Okeechobee). FWC staff also regularly observe this species along canals surrounding JWCWMA and nearby conservation areas. FWC's Wildlife Diversity Conservation (WDC) Section and UF biologists monitor snail kites in Florida, and JWCWMA staff record opportunistic observations.

The snail kite is a federally-Endangered species and considered a high priority species due to its high risk of decline and extinction. This species is a diet specialist and is dependent on the availability of apple snails (*Pomacea spp.)*, which require high-quality wetlands with emergent vegetation. Snail kites are highly mobile but can stay in one area for extended periods of time if food is plentiful. Hydrology plays a crucial role in prey availability and nest success. In Florida, snail kites prefer habitats that include large inland freshwater marshes or edges of shallow lakes where apple snails occur. JWCWMA has approximately 3,000 acres of foraging and nesting habitat for this species. The vegetative composition of most marsh communities on JWCWMA meet the needs for this species; however, hydrology, which is not controlled by JWCWMA staff, is a strong influencer of good foraging habitat.

Habitat Management: Snail kites prefer water <4 ft. deep within low density emergent vegetation. Allowing prescribed fire to burn into marsh and wet prairie can help maintain these communities in an open condition. Studies have shown that burning during low water events can limit snail kites using wetlands and reduce their access to apple snail resources, due to reductions

in dense emergent plant growth. Staff will follow BMPs to protect water quality. Invasive nonnative plants can reduce habitat suitability and staff will consult with Invasive Plant Management Section staff about chemical or mechanical removal of exotic plants, (i.e. water hyacinth [*Eichhornia crassipes*] and water lettuce) and work with them to mitigate if WDC and UF biologists determine that existing exotic emergent vegetation is a problem. Staff will follow management guidelines about reducing activity within 1,640 ft of active nests and will not conduct any activity within 500 ft of known nests (USFWS Snail Kite Management Guidelines).

Monitoring: The statewide snail kite monitoring program does not include JWCWMA in its monitoring program due to a lack of nesting activity in the area. JWCWMA staff will continue to record opportunistic observations. If staff observe mating pairs, nesting activity, or banded individuals on JWCWMA, they will share data with the appropriate WDC and UF biologists.

Area's Role: The marsh and wet prairie communities on JWCWMA likely play a role in the conservation of snail kites by providing suitable habitat to support the regional population. Snail kites will only occur on JWCWMA if they remain within the region and wetland communities continue to be managed appropriately. While staff have no influence over water levels, current plans for natural community management will help maintain suitable nesting and foraging conditions.

3.7 Southern Bald Eagle

Current Condition: Bald eagles regularly use JWCWMA. Staff record bald eagle opportunistic observations and conduct nest monitoring annually. Since the last Strategy, FWC staff visited the same nesting area each year to determine activity, fledgling status, and if a new nest tree has been occupied. Staff currently monitor five nests and have observed fledglings in at least one nest every year since 2010. DWEA staff monitor eight nests within the WEA as these two areas are near core nesting area 23.

The bald eagle is not Federally or State listed; however, it is protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act, along with the State Bald Eagle Rule. Since this species is a diet generalist and uses a wide variety of natural communities, ongoing and planned community management will likely meet the needs of this species. Continued management to manage natural communities will ultimately benefit bald eagles by providing suitable nesting and foraging habitat.

Habitat Management: Given the generalist nature of this species and its mobility, it is not considered management dependent. However, managing for mature pines will provide the potential for nest sites, and following water quality BMPs and maintaining healthy wetlands will ensure we fulfill our role in protecting their primary food source. The Bald Eagle SAP recommends that when planning management activities near an active bald eagle nest during the nesting season, staff should maintain a 660 ft. buffer around the nest trees. Staff should be aware and protect known nest trees from prescribed fire and other management practices.

Monitoring: Since the last Strategy, DWEA staff conducted annual nest monitoring via aerial surveys up to 2019. Beginning in 2020, JWCWMA staff conducted annual ground nest

surveys and will continue to conduct annual surveys for the duration of this Strategy. JWCWMA staff will continue to record opportunistic observations. All nesting information is shared with Audubon's EagleWatch program.

Area's Role: The role of JWCWMA in the conservation of the bald eagle is to provide suitable habitat to support the regional population. Staff will fulfill this role by continuing to record any unique observations and monitor nests annually. Staff will also minimize disturbance to nest trees and follow water quality BMPS while performing management actions.

3.8 Swallow-tailed Kite

Current Condition: Swallow-tailed kites are common on JWCWMA, DWEA, and JHWEA before migrating to their wintering territories in Brazil. All swallow-tailed kite observations on JWCWMA have been recorded opportunistically. Since the last Strategy, staff have observed two nests on JWCWMA but no large roosting colonies have been observed on JWCWMA.

The swallow-tailed kite is a Species of Greatest Conservation Need in Florida. This species is a habitat generalist that requires a mosaic of habitat communities that includes tall trees for nesting and open areas for foraging. Swallow-tailed kites exhibit strong nest site-fidelity, often returning to the same location every year to build a new nest. Nesting begins in early March, lasting through June. JWCWMA has approximately 30,000 acres of suitable available habitat for this species. Natural communities available on JWCWMA include mesic flatwoods and strand swamp.

Habitat Management: To avoid nest abandonment, staff maintain a 330-foot buffer around nest trees. Current natural community management on mesic flatwoods will likely benefit this species' foraging habitat.

Monitoring: Staff will continue to document nesting activity via opportunistic observations. If large pre-migration roosts are observed, staff will consult with SMEs on any necessary actions.

Area's Role: The role of JWCWMA in the conservation of swallow-tailed kites is to provide suitable habitat to support the regional population. Staff will fulfill this role by continuing to manage and maintain low groundcover and shrubs in the appropriate communities, as well as protecting large trees. These management practices will help increase and maintain nesting, roosting, and foraging habitat for the swallow-tailed kites.

3.9 Wading Birds

Current Condition: Multiple imperiled wading bird species (tricolored heron [*Egretta tricolor*], little blue heron [*E. caerulea*], wood stork [*Mycteria americana*], and roseate spoonbill [*Platalea ajaja*]) occur on JWCWMA. Staff conducted aerial wading bird surveys from 2015-2019, and a ground survey in 2021. Since the last Strategy, staff have observed multiple nesting colonies of snowy egrets (*Egretta thula*), tricolored herons, little blue herons, cattle egrets (*Bubulcus ibis*), great blue herons (*Ardea herodias*), great egrets (*A. alba*). In 2021, one colony was observed at Peanut Pond. This colony consists of a willow head surrounded by a cattail

marsh covering approximately 1.2 acres. No nests were observed due to vegetation blocking staff's line of sight to the nests. However, one black crowned night heron, one tricolored heron, and approximately twenty little blue heron nestlings were observed during the surveys.

While all wading birds are protected by law, the wood stork is a federally-Threatened species, while little blue heron, roseate spoonbill, and the tricolored heron are state-Threatened species (see Imperiled Wading Birds Species Management Plan). JWCWMA has approximately 40,000 acres of suitable habitat for these species. Many of the wading bird species that occur on JWCWMA also occur on other nearby public lands. The vegetative composition of marsh communities on JWCWMA meets the needs for these species to nest and forage throughout the area.

Habitat Management: Natural community management, especially when conducted following wildlife BMPs, will benefit these species. Prescribed burning can help maintain open wetlands that support foraging. Staff will plan chemical treatments of aquatic vegetation near known nesting sites to occur during the non-breeding season and avoid damaging nest trees or shrubs. Certain types of vegetation can impair one's line of site during monitoring; staff will determine if cattail (*Typha sp.*) control improves monitoring for one of the colonies on JWCWMA, as well as if cattail monocultures are reducing foraging opportunities. Staff will conduct management actions >330 ft. from active breeding sites if occurring during nesting season. Implementation of chemical treatment for exotics shall be done carefully to protect nesting substrate. Habitat conservation guidelines and BMPs for imperiled wading birds are available at the Imperiled Wading Bird Conservation Measures and Permitting Guidelines. More specific conservation guidelines for wood storks are available at the Wood Stork Management Guidelines.

Monitoring: Staff will continue to record opportunistic observations of all nesting imperiled species of wading birds. For non-listed species, any large nesting colonies (>50 nests or pairs of any wading bird species) observed will be documented. Staff will report this information to the South Region Conservation Biologist who will send the information to WadingBirds@MyFWC.com. Due to the successful documentation of nesting colonies on JWCWMA, staff plan to continue ground wading bird surveys during the duration of the Strategy. Staff will continue to work with the South Region Conservation Biologist and the WCPR team in developing a Ground Wading Bird Nesting Colony Survey protocol. Staff are researching the potential use of drones to monitor wading bird colonies. If the FWC approves the use of drones and SMEs determined that this methodology provides minimal disturbance to nesting birds while optimizing results, a monitoring protocol will be developed and approved by the WCPR Team. The South Region Conservation Biologist will work with JWCWMA staff to determine which methodology (ground surveys, drone surveys or a combination of both) works best for the area to effectively continue monitoring wading bird nests.

Area's Role: The role of JWCWMA in the conservation of wading birds is to provide suitable habitat to support the regional population. JWCWMA staff will continue to manage

natural communities to provide foraging and nesting habitat. Around nest colonies, staff will follow BMPs to protect nest sites and water quality.

3.10 Colonial Bats

Current Condition: There are 13 resident bat species in Florida, 9 of which gather in groups to form maternity or hibernation colonies. The remaining 4 species roost solitarily or in small family groups in tree foliage. In 2011, JWCWMA contracted the Florida Bat Conservancy to conduct mobile bat acoustic surveys throughout the area. In 2018, FWC staff conducted bat acoustic surveys at the Everglades Youth Camp. In 2020, JWCWMA staff began conducting an area wide bat inventory. The three acoustic surveys documented 5 species of bats (Brazilian free-tailed bat [*Tadarida brasiliensis*], northern yellow bat [*Lasiurus intermedius*], Seminole bat [*L. seminolus*], evening bat (*Nycticeius humeralis*), and tricolored bat [*Perimyotis subflavus*]). Although rare in south Florida, big brown bats (*Eptesicus fuscus*) may occur on JWCWMA, however, further data analysis is needed for confirmation. The federally-Endangered Florida bonneted bat (*Eumops floridanus*) was not detected, but JWCWMA does fall within the Florida Bonneted Bat Consultation Area.

Habitat Management: On JWCWMA, bats will roost in tree cavities, structures, culverts, palm fronds, or foliage. All bat species may forage in most of the open communities (e.g., wet prairie) found on JWCWMA. Bat species occurring on JWCWMA use a variety of communities, therefore planned natural community management should benefit these species. Protecting known roost sites from disturbance during habitat management actions is a priority.

Bats will benefit from the protection of large cavity trees and snags that have woodpecker holes, cracks, loose bark, and branch splits. Bonneted bats appear to respond positively to prescribed burns conducted in pine flatwoods at a moderate frequency, particularly at the transition from the dry season to the wet season (April-June). The Florida Bonneted Bat SAP provides recommendations for habitat management, including retaining trees and snags with hollows and cavities, as well as inspecting any dead trees for bat roosts before felling. Bonneted bats may have multiple maternity seasons per year, so staff conducting habitat management around known or potential roost sites from April 15th through December 31st should follow BMPs (see Appendix D in USFWS Florida Bonneted Bat Consultation Guidelines). JWCWMA currently has over 16,000 acres of mesic flatwoods that may have roost sites; however, planned management will increase the suitability of flatwoods. If bonneted bats occupy JWCWMA, staff will consult with species experts to consider both fire frequency and seasonality when maintaining these ecosystems and protect any identified roosts from disturbance during management.

Monitoring: The ongoing bat inventory provides a more thorough survey methodology that assists in documenting what bat species occur on JWCWMA. Ecologists previously believed the southern range of southeastern myotis (*Myotis austroriparius*) ended in Sarasota, Hardee, and Osceola Counties; however, acoustic surveys have recently detected the species as far south as CREW WEA, Lake Okeechobee and on Spirit of the Wild WMA. Detecting southeastern myotis this far south during the winter would improve our knowledge of this

species' range. Rafinesque's big-eared bat (*Corynorhinus rafinesquii*) have been detected in adjacent counties to the west of JWCWMA and its distribution in scattered throughout Florida. Detecting Rafinesque's big-eared bats in JWCWMA would update the species' range in Florida. If staff document Florida bonneted bats, we will reach out to SMEs to determine the appropriate habitat management regimes in known roosting locations. JWCWMA staff may follow-up with documenting individual roosts to prevent direct disturbance to them. All bonneted bat data will be shared with the appropriate FWC staff as well as the USFWS.

Area's Role: The role of JWCWMA in the conservation of bats is to provide and manage suitable habitat to support the regional population. Management for healthy natural communities while considering the needs of bats will ensure JWCWMA fulfills its role in the conservation of these species. As such, JWCWMA staff will make sure any known roost sites stay protected during habitat management actions.

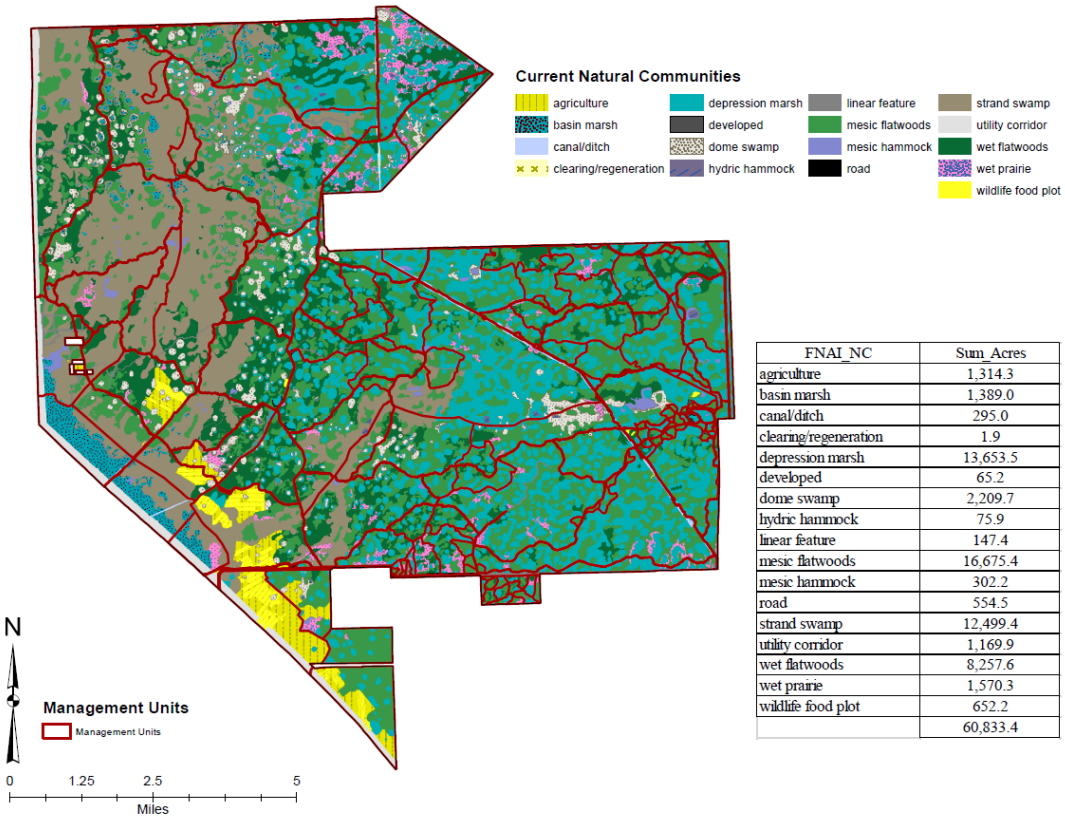
Section 4: Coordination and Beyond the Boundaries Considerations

As discussed in the above assessments, several locally important species (e.g., red-cockaded woodpecker) could disperse between JWCWMA and neighboring private and conservation lands. While the current condition and management of JWCWMA and neighboring lands provide an opportunity to further the conservation of many locally important species, significant changes in management or land use beyond the boundaries may have a significant impact on some species. Species that have large home ranges or that are dependent on dispersal for maintaining a population are particularly affected by adjacent land management actions. Many of the species that inhabit flatwoods and marshes are dependent on the availability of suitable habitat on adjacent public and private lands.

As such, the actions of adjacent landowners could contribute to the persistence of some wildlife species in the surrounding region. JWCWMA staff will take advantage of every opportunity to cooperate with adjacent landowners on the conservation of locally important species. The Office of Conservation Planning Services and WDC can help coordinate on management efforts and cross-boundary conservation priorities. That, in turn will help provide conditions that allow locally important species to disperse through the landscape.

JWCWMA staff often coordinate with staff from nearby JHWEA and DWEA to conduct surveys and habitat management activities. Working with interagency partners like the FFS will continue to help meet desired fire return intervals on JWCWMA. Partnering entities like the Florida Natural Areas Inventory and Universities provide invaluable services by performing monitoring and research. While JWCWMA is large enough to support a viable population of several species, this area also serves as an important link in the conservation lands of southern Florida.

Appendix 1. JWCWMA Natural Community Map.



FNAI_NC	Sum_Acres
agriculture	1,314.3
basin marsh	1,389.0
canal/ditch	295.0
clearing/regeneration	1.9
depression marsh	13,653.5
developed	65.2
dome swamp	2,209.7
hydric hammock	75.9
linear feature	147.4
mesic flatwoods	16,675.4
mesic hammock	302.2
road	554.5
strand swamp	12,499.4
utility corridor	1,169.9
wet flatwoods	8,257.6
wet prairie	1,570.3
wildlife food plot	652.2
	60,833.4

Appendix 2. JWCWMA Locally Important Species List.

Species	Location in Document
Bachman's sparrow (*Peucaea aestivalis*)	Species Assessments
Bobcat (*Lynx rufus*)	Document Occurrence
Brown-headed nuthatch (*Sitta pusilla*)	Document Occurrence
Burrowing owl (*Athene cunicularia*)	Document Occurrence
Colonial bats (multiple species)	Species Assessments
Crested caracara (*Caracara cheriway*)	Species Assessments
Eastern black rail (*Laterallus jamaicensis jamaicensis*)	Species Assessments
Eastern diamondback rattlesnake (*Crotalus adamanteus*)	Document Occurrence
Eastern indigo snake (*Drymarchon couperi*)	Document Occurrence
Eastern spotted skunk (*Spilogale putorius*)	Document Occurrence
Florida black bear (*Ursus americanus floridanus*)	Document Occurrence
Florida box turtle (*Terrapene carolina bauri*)	Document Occurrence
Florida mottled duck (*Anas fulvigula*)	Document Occurrence
Florida panther (*Puma concolor coryi*)	Document Occurrence
Florida pine snake (*Pituophis melanoleucus mugitus*)	Document Occurrence
Florida sandhill crane (*Grus canadensis pratensis*)	Species Assessments
Gopher tortoise (*Gopherus polyphemus*)	Document Occurrence
King rail (*Rallus elegans*)	Document Occurrence
Least bittern (*Ixobrychus exilis*)	Document Occurrence
Limpkin (*Aramus guarauna*)	Document Occurrence
Marsh rabbit (*Sylvilagus palustris*)	Document Occurrence
Northern flicker (*Colaptes auratus*)	Document Occurrence
Otter (*Lontra canadensis*)	Document Occurrence
Red-cockaded woodpecker (*Leuconotopicus borealis*)	Species Assessments
Round-tailed muskrat (*Neofiber alleni*)	Document Occurrence
Short-tailed hawk (*Buteo brachyurus*)	Document Occurrence
Snail kite (*Rostrhamus sociabilis*)	Species Assessments
Southeastern American kestrel (*Falco sparverius paulus*)	Document Occurrence
Southern bald eagle (*Haliaeetus leucocephalus*)	Species Assessments
Southern fox squirrel (*Sciurus niger*)	Document Occurrence
Striped skunk (*Mephitis mephitis*)	Document Occurrence
Swallow-tailed kite (*Elanoides forficatus*)	Species Assessments
Wading birds (multiple species)	Species Assessments

11.16 Timber Assessment

J.W. CORBETT WILDLIFE MANAGEMENT AREA
Timber Management Assessment

Prepared by:
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Senior Forester
Florida Division of Forestry

I. Purpose

This document is intended to fulfill the timber assessment requirement for the J.W. Corbett Wildlife Management Area (CWMA) as required by Section 253.036, Florida Statutes. The goal of this *Timber Assessment* is to evaluate the potential and feasibility of utilizing silvicultural techniques to assist managers in achieving objectives at CWMA.

II. General Information

The CWMA is managed by the Florida Fish and Wildlife Conservation Commission (FWC). The property consists of approximately 60,224 acres in North Central Palm Beach County. This property was purchased for wildlife management under the sponsorship of the Pittman-Robertson Act.

Prior to purchase by the State in 1947, the area was owned by Southern States Land and Timber Company and was managed for multiple uses including timber management, grazing and farming. No virgin stands of timber exist today although the flatwoods have regenerated naturally. Red-Cockaded Woodpeckers (RCW's) inhabit the property and their habitat management is a high priority.

CWMA is relatively low and is pockmarked with numerous ponds, swamps and marshes. The pine flatwoods on CWMA appear mostly as strands and pockets of timber inhabiting the higher ground between the wetlands. Roughly 25 percent of the entire management area exists as pine flatwoods. A more intensive survey would be beneficial to more accurately portray the timber resource for long range planning purposes.

This Timber Assessment will discuss only the flatwoods located on the property, as these are the only areas where silvicultural treatments may be feasible.

III. Flatwoods

Timber Resources

While CWMA has approximately 15,000 total acres of flatwoods, only three to four thousand acres of are readily accessible for silvicultural activities at the present time. They are located within the Main Grade Corridor. These areas are characterized by a south Florida slash pine overstory with either a heavy saw palmetto/gallberry or wax myrtle understory. The flatwoods are extremely variable with regard to stocking levels and age classes. Basal areas range from 10 to 100 sq.ft. per acre. Due to the lack of fire, much of the flatwoods exhibit high understory fuel loading and pose a significant risk for stand replacement wildfire. Prescribed burns are often difficult to conduct without causing an undesirable amount of tree mortality due to the high fuel loading.

Management Options

1) Do Nothing – Areas with higher densities of timber will continue to grow but at a much slower rate, becoming more susceptible to insect, disease and wildfire. Native shade intolerant ground cover species will continue to decrease from being shaded out and be replaced by more shade tolerant species such as palmetto and gallberry. Understory species such as wax myrtle, palmetto and gallberry will continue to increase, reducing suitable RCW habitat. Younger, less dense stands will continue to grow and increase in basal area, in time becoming overstocked.

2) Timber Management Emphasis – Managing this area strictly for timber production is a possibility but considering the distance from the major wood processing facilities, the relatively low site indices, and potential for RCW habitat, this is probably undesirable. This option is included only to explore the various alternatives available for managing the area. It is not expected or recommended that these natural pine communities be managed in this manner unless on a very small scale.

Pine stands should be thinned when live crowns in the majority of the dominant and co-dominant trees have been reduced to approximately 1/3 of their total height. This will help ensure a healthy stand of trees. These stands should be thinned to 60 – 80 sq. ft. BA per acre each time they reach 100 sq. ft. BA per acre or more. An added benefit of opening up the canopy is that more sunlight will reach the forest floor increasing forage production for wildlife. Once the stand has reached maturity, it may be harvested, then planted or naturally regenerated.

3) Ecosystem Management (Restoration) Emphasis – This option is similar to the Timber Management Emphasis above, however, this strategy gradually thins the stand even further to 40-60 sq. ft. BA per acre. This will allow even more sunlight to reach the forest floor, increasing the amount and variety of native ground cover. Areas of higher densities may be maintained to help

create diversity. Creation and maintenance of RCW habitat is critical on CWMA so all silvicultural activities should not compromise this objective. The FWC RCW Biologist should be intimately involved in any silvicultural project undertaken on this property.

A variety of thinning methods can be utilized. Thinning options to consider are: normal thinning with relatively even spacing, group selection, group seed tree, or a combination of all three. Natural regeneration should become established without much difficulty after harvest if the ground becomes sufficiently scarified.

One advantage of this type of harvest is that the understory vegetation will be knocked down enough to allow managers to reintroduce prescribed fire more safely. This should be especially beneficial to RCW habitat. However, immediately after any kind of ground disturbance the area may be susceptible to invasion by exotic/invasive plant species. This is something to be especially concerned with in this part of Florida and it is recommended that a plan be in place to address this problem prior to any harvest activities.

IV. Miscellaneous Forest Products

There are areas within the CWMA where numerous lightered stumps remain from previous timber harvests. These stumps have value for the turpentine industry and could be sold from areas where it is desirable to remove stumps to improve access.

There are also areas with an over-abundance of wax myrtle. This material, sometimes referred to as "crooked wood", can be sold to producers of stems for artificial trees and plants. Harvesters do not remove every piece but selectively choose which stems they can sell. Although the sale of this material will not effectively control this species, the revenue could be used to help offset other management costs.

V. Access

Main Grade Road is the major access road within CWMA and can handle heavy truck traffic most of the year. Other roads within the area could only be used intermittently during dry periods unless they are improved. With this being the case, it is logical to initially plan any needed harvest activities within the Main Grade Road corridor.

VI. Prescribed Fire

Prescribed fire is an important tool for ecosystem management in Florida. Before European settlement, natural fires occurred at regular intervals on an average of two to five years. These fires reduced the fuel load, produced a seedbed for pine regeneration and released nutrients back into the soil. Prescribed fire, coupled with a well-planned timber harvest, is often the most economical and responsible method for conducting ecosystem management and restoring areas back to natural conditions.

Much of the flatwoods on CWMA exhibit unnaturally heavy fuel buildups due to lack of fire. Currently fuels are such that it would be risky to attempt burning without first implementing some kind of mechanical treatment. One option would be to thin the area first and then conduct a series of cool backing fires at frequent intervals (every 1-2 years) until it becomes safe to conduct more aggressive growing season burns. Again, a series of cool backing fires should be implemented until eventually the fuel loads become more manageable.

The major objective when prescribed burning in timber should be minimal mortality of the trees. Historic natural fires caused very little tree mortality except in small seedlings because they burnt mostly on the finer fuels of wiregrass and pine straw. South Florida slash pine is more intolerant to fire than longleaf pine, especially during the seedling stage when longleaf pine is in the grass stage. Both species are susceptible to fire caused mortality for several years after initiation of height growth. Therefore, burning intervals should be adjusted until the majority of the trees grow out of the susceptible stage. One study suggests that once slash pine seedlings surpass 1.5 inches diameter 6 inches above the ground, most will survive, providing the fire is cool. (Johansen, R.W. and Wade, D.D. 1987). When burning, even in mature timber, it must be kept in mind that not all fire is good. A hot fire may not initially kill trees, but will stress them enough to dramatically increase their susceptibility to insect and disease attack. This is especially true when combined with other stresses, such as drought or flood.

VII. Economics

It is difficult to predict with any certainty the amount of revenue that can be derived through timber harvests on CWMA. Market conditions, harvest prescriptions, product mix, logging conditions and distance to manufacturing facilities all play a factor in stumpage prices. It becomes even more difficult when trying to predict what future timber markets will be.

CWMA is located in Palm Beach County, which is approximately 6 hours from major wood processing facilities in Palatka, Florida. This makes it difficult to sell timber in this part of Florida, especially considering current market conditions. There has been, however, some sand pine timber sold from Jonathan

Dickinson State Park and Seabranch State Preserve Park in Martin County for a minimal price. The peeler log component of these sales went to Palatka and the pulpwood went to a mulch plant in Okeechobee.

Although timber sales occurring on CWMA cannot be expected to generate a great amount of revenue, they can be expected to sell, especially if timber markets return to normal levels. This is advantageous if habitat restoration and fire hazard reduction are goals. A well-planned timber harvest can greatly reduce the costs of these activities as well as reduce the risk of wildfire.

IX. Summary

The J. W. Corbett Wildlife Management Area has significant acreage of mesic flatwoods in which silvicultural treatments may prove beneficial. It is possible to manage this area in such a manner as to retain their natural appearance, meet objectives stated in the Conceptual Management Plan such as RCW habitat improvement, and produce revenue through timber harvests, although the revenue producing potential of the area is minimal due to the distance to major wood processing facilities. The most practical application of silviculuture on this property is as a tool in achieving restoration objectives and for reducing wildfire hazards.

There are two major concerns managers should keep in mind prior to implementing any kind of silvicultural operations. The first are the effects to the RCW's and their habitat. All management activities should have the goal of improving conditions for RCW's. The second is the risk of invasion of exotic/invasive species. This risk can be reduced by planning and sale layout.

Literature Cited

Johansen, R.W. and Wade, D.D. 1987. An insight into thinning young slash pine stands with fire, pp 103-106. *In*: Douglas R. Phillips (comp.) Proceedings of the Forth Biennial Southern Silvicultural Research Conference; 1986 November 4-6; Atlanta, GA. USDA Forest Service Southeastern Forest Experiment Station General Technical Report, SE-42.

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 (7295) J.W. Corbett FY 2023-2024

Activity 100 - Administration

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	25.00	$5,992.00	$496.00	$44,970.00	$51,458.00	0.00	

Accomplishments

Complete administrative duties with the help of full time OPS Administrative Assistant, purchase office supplies and uniforms.

Amount	Org Code	EO	Category	Description
$8,000.00	77352040100	20	040000	Office Supplies
$36,970.00	77352040100	72	100228	OPS Administrative Assistant Salary

Activity 103 - Meetings

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	60.00	$14,380.80	$1,190.40	$6,500.00	$22,071.20	0.00	

Accomplishments

Attend meetings, workshops, conferences and training courses.

Amount	Org Code	EO	Category	Description
$6,500.00	77352040100	20	040000	Training and meetings

Activity 104 - Budget/purchasing/accounting

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	35.00	$8,388.80	$694.40	$0.00	$9,083.20	0.00	

Accomplishments

Prepare budgets and enter/monitor expenditures.

Amount	Org Code	EO	Category	Description

Activity 128 - New Vehicle and Equipment Purchases

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	2.00	$479.36	$39.68	$230,000.00	$230,519.04	2.00 Number	NFR

Accomplishments

Replace tractor #110328 and purchase new travel trailer for existing trailer pad.

Amount	Org Code	EO	Category	Description
$200,000.00	77352040100	29	100340	Tractor #110328
$30,000.00	77352040100	29	100340	Travel Trailer

Activity 150 - Personnel management

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	40.00	$9,587.20	$793.60	$0.00	$10,380.80	0.00	

Accomplishments

Supervise, evaluate, and counsel employees.

Amount	Org Code	EO	Category	Description

Activity 185 - GIS

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	15.00	$3,595.20	$297.60	$0.00	$3,892.80	0.00	

Accomplishments

Enter land management activity/data into LMIS and species observations into SaMP.

Amount	Org Code	EO	Category	Description

Activity 200 - Resource Management

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	250.00	$59,920.00	$4,960.00	$20,000.00	$84,880.00	0.00	

Accomplishments

Complete resource management activities and purchase bulk fuel.

Amount	Org Code	EO	Category	Description
$20,000.00	77352040100	29	100340	Bulk fuel

Activity 201 - Cultural resource management

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	5.00	$1,198.40	$99.20	$0.00	$1,297.60	0.00	NFR

Accomplishments

Conduct annual monitoring of identified cultural resource sites

Amount	Org Code	EO	Category	Description

Activity 204 - Resource planning

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	25.00	$5,992.00	$496.00	$0.00	$6,488.00	0.00	

Accomplishments

Prepare annual operational plan and complete related activities.

Amount	Org Code	EO	Category	Description

Activity 206 - Prescribed burning - growing season

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	35.00	$8,388.80	$694.40	$0.00	$9,083.20	595.00	

Accomplishments

Prescribe burn 595 acres.

Amount	Org Code	EO	Category	Description

Activity 207 - Prescribed burning - dormant season

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	75.00	$17,976.00	$1,488.00	$75,000.00	$94,464.00	5,966.00 Acres	

Accomplishments

Conduct dormant season prescribed burns on 5,966 acres. Contract with the Florida Forest Service for prescribed burning services.

Amount	Org Code	EO	Category	Description
$75,000.00	77352040100	29	100340	Florida Forest Service contracted burning

Activity 208 - Firebreaks

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	10.00	$2,396.80	$198.40	$0.00	$2,595.20	0.00	

Accomplishments

Maintain/install firebreaks as needed in preparation for prescribed burning.

Amount	Org Code	EO	Category	Description

Activity 212 - Exotic plant control (chemical)

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	85.00	$20,372.80	$1,686.40	$1,502,872.42	$1,524,931.62	17,964.00 Acres	

Accomplishments

Contract/monitor maintenance treatment of invasive plants on 17,964 acres and attend CISMA meetings with help of OPS+ F&W Bio II.

Amount	Org Code	EO	Category	Description
$47,401.42	77352040100	29	100340	OPS Bio II Salary
$1,176,699.00	77352040100	96	109940	Invasive plant management (general and cogon)
$278,772.00	77352040100	96	109940	Invasive plant management (scleria)

Activity 218 - Water level management

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	55.00	$13,182.40	$1,091.20	$500.00	$14,773.60	0.00	

Accomplishments

Monitor water levels and maintain, purchase and replace staff/rain gauges as needed.

Amount	Org Code	EO	Category	Description
$500.00	77352040100	20	040000	Staff and rain gauges

Activity 235 - Vegetation and plant surveys

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	20.00	$4,793.60	$396.80	$0.00	$5,190.40	0.00	

Accomplishments

Evaluate habitat condition to determine vegetation response to management activities and identify needed treatments through the use of photo points.

Amount	Org Code	EO	Category	Description

Activity 275 - Permits and authorizations

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	2.00	$479.36	$39.68	$0.00	$519.04	0.00	NFR

Accomplishments

Monitor apiary contract #21233.

Amount	Org Code	EO	Category	Description

Activity 289 - Native vegetation management (mechanical

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	15.00	$3,595.20	$297.60	$200,000.00	$203,892.80	405.00 Acres	

Accomplishments

Mow 200 acres of vegetation in abandoned ruderal fields to maintain an early successional stage. Contract/monitor mechanical treatment of 205 acres of dense saw palmetto in preparation for prescribed burning.

Amount	Org Code	EO	Category	Description
$200,000.00	77352040100	72	100228	Palmetto mulching

Activity 294 - Program coordination and implementation

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	15.00	$3,595.20	$297.60	$0.00	$3,892.80	0.00	

Accomplishments

Participate on issue teams and coordinate with other agency programs.

Amount	Org Code	EO	Category	Description

Activity 312 - Informational signs

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	5.00	$1,198.40	$99.20	$2,000.00	$3,297.60	0.00	

Accomplishments

Maintain and replace trail, boundary, and camp signs as needed.

Amount	Org Code	EO	Category	Description
$2,000.00	77352040100	20	040000	Signs

Activity 320 - Outreach and education

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	10.00	$2,396.80	$198.40	$0.00	$2,595.20	0.00	NFR

Accomplishments

Provide educational presentations to various organizations.

Amount	Org Code	EO	Category	Description

Activity 342 - Public use administration (non-hunting)

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	20.00	$4,793.60	$396.80	$0.00	$5,190.40	5.00 Number	

Accomplishments

Monitor/maintain 3 visitor number counters at key entry points. Collect and deposit approximately $24,000 yearly from 2 iron rangers.

Amount	Org Code	EO	Category	Description

Activity 920 - FEM -- buildings/structures

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	10.00	$2,396.80	$198.40	$5,500.00	$8,095.20	9.00 Number	

Accomplishments

Maintain 5 buildings and 4 pole barns in safe/functional condition.

Amount	Org Code	EO	Category	Description
$5,500.00	77352040100	20	040000	Building maintenance

Activity 921 - FEM -- utilities

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	2.00	$479.36	$39.68	$25,000.00	$25,519.04	0.00	

Accomplishments

Pay utilities, inspection fees, SWA fee, and dumpsters.

Amount	Org Code	EO	Category	Description
$25,000.00	77352040100	29	100340	Utilities

Activity 922 - FEM -- custodial functions

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	15.00	$3,595.20	$297.60	$0.00	$3,892.80	0.00	

Accomplishments

Mow, pick up trash, and maintain area around entrance points, office, and campsites.

Amount	Org Code	EO	Category	Description

Activity 923 - FEM -- vehicles/equipment

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	285.00	$68,308.80	$5,654.40	$35,000.00	$108,963.20	0.00	

Accomplishments

Maintain assigned vehicles and other equipment in safe/operational condition.

Amount	Org Code	EO	Category	Description
$35,000.00	77352040100	29	100340	Equipment repairs

Activity 926 - FEM -- roads/bridges

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	20.00	$4,793.60	$396.80	$150,000.00	$155,190.40	21.00 Miles	

Accomplishments

Contract/monitor road maintenance for public access roads on 21 miles of Corbett and perform spot repairs as needed.

Amount	Org Code	EO	Category	Description
$150,000.00	77352040100	96	109940	

Activity 928 - FEM -- fences

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9200) All wildlife	10.00	$2,396.80	$198.40	$4,000.00	$6,595.20	0.00	

Accomplishments

Maintain, purchase, and replace fencing/gates as needed.

Amount	Org Code	EO	Category	Description
$4,000.00	77352040100	20	040000	Fences and gates

Activity 150 - Personnel management

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I

(9210) Game wildlife	5.00	$1,198.40	$99.20	$0.00	$1,297.60	6.00 Number

Accomplishments
Interview, hire, and train 6 OPS check station employees.

Amount	Org Code	EO	Category	Description

Activity 221 - Animal surveys

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9210) Game wildlife	10.00	$2,396.80	$198.40	$0.00	$2,595.20	0.00	

Accomplishments
Compile data and monitor game species as needed.

Amount	Org Code	EO	Category	Description

Activity 295 - Biological data collection, analysis, an

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9210) Game wildlife	40.00	$9,587.20	$793.60	$49,000.00	$59,380.80	0.00	

Accomplishments
Prepare for hunting season and collect biological data at hunter check stations with assistance of OPS check station operators and purchase check station supplies.

Amount	Org Code	EO	Category	Description
$49,000.00	77352040100	72	100228	OPS CSO salary and supplies

Activity 341 - Public use administration (hunting)

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9210) Game wildlife	10.00	$2,396.80	$198.40	$20,000.00	$22,595.20	20.00 Number	NFR

Accomplishments
Administer public hunts, review and update hunt brochure, and assist in rule development as needed. Rent 20 toilets during hunting season.

Amount	Org Code	EO	Category	Description
$20,000.00	77352040100	29	100340	Portable toilet rental

Activity 263 - Nest box monitoring

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9222) Wood duck	5.00	$1,198.40	$99.20	$0.00	$1,297.60	91.00 Number	

Accomplishments
Monitor/maintain/replace 91 wood duck nest boxes as needed.

Amount	Org Code	EO	Category	Description

Activity 221 - Animal surveys

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9240) Nongame wildlife	20.00	$4,793.60	$396.80	$1,500.00	$6,690.40	2.00 Number	

Accomplishments
Conduct small mammal inventories, black rail monitoring, and opportunistic monitoring of listed and focal species per WCPR strategy. Purchase necessary supplies and equipment.

Amount	Org Code	EO	Category	Description
$1,500.00	77352040100	20	040000	wildlife survey equipment

Activity 221 - Animal surveys

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9252) Wading birds	20.00	$4,793.60	$396.80	$0.00	$5,190.40	1.00 Number	

Accomplishments
Conduct surveys for wading bird species.

Amount	Org Code	EO	Category	Description

Activity 221 - Animal surveys

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9294) Florida sandhill crane	10.00	$2,396.80	$198.40	$0.00	$2,595.20	1.00 Number	

Accomplishments
Conduct surveys for sandhill crane.

Amount	Org Code	EO	Category	Description

Activity 221 - Animal surveys

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9295) Red-cockaded woodpecker	25.00	$5,992.00	$496.00	$12,000.00	$18,488.00	2.00 Number	

Accomplishments
Monitor and survey Red-Cockaded Woodpecker populations. Assist with translocations, banding of nestlings, and maintain GIS database. Install artificial cavities as needed and purchase supplies..

Amount	Org Code	EO	Category	Description
$12,000.00	77352040100	72	100228	RCW management expenses

Activity 289 - Native vegetation management (mechanical

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I

(9295) Red-cockaded woodpecker	5.00	$1,198.40	$99.20	$0.00	$1,297.60	0.00

Accomplishments

Fuel reduction around RCW nest trees to protect from prescribed fire.

Amount	Org Code	EO	Category	Description

Activity 176 - Planning

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9800) Nature based recreation	1.00	$239.68	$19.84	$250,000.00	$250,259.52	0.00	NFR

Accomplishments

North check station environmental retrofit including large septic system design and permitting for check station and dump station. Design and permit for campground B or P formalized layout.

Amount	Org Code	EO	Category	Description
$100,000.00	77352090400	72	100228	Design and permit for campground.
$150,000.00	77352090400	72	100228	North check station environmental retrofit.

Activity 910 - New facility construction -- buildings/s

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9800) Nature based recreation	2.00	$479.36	$39.68	$700,000.00	$700,519.04	0.00	NFR

Accomplishments

Conduct phase 3 (final phase) of the Hungryland boardwalk at J.W. Corbett WMA.

Amount	Org Code	EO	Category	Description
$700,000.00	77352090400	72	100228	Phase 3 boardwalk

Activity 926 - FEM -- roads/bridges

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed I
(9800) Nature based recreation	1.00	$239.68	$19.84	$400,000.00	$400,259.52	0.00	NFR

Accomplishments

Phase 1 of North Grade road rebuild.

Amount	Org Code	EO	Category	Description
$400,000.00	77352090400	72	100228	North Grade road rebuild

Project Totals

Man Days	Salary	Fuel Cost	Other	Project Total
1300.00	$311,584.00	$25,792.00	$3,733,842.42	$4,071,218.42

Detailed Breakdown

ORG / EO / CAT	Total	Income Total	Unit Total
77352040100 20 040000	$28,000.00	$0.00	25,090.00
77352040100 29 100340	$452,401.42		
77352040100 72 100228	$297,970.00		
77352090400 72 100228	$1,350,000.00		
77352040100 96 109940	$1,605,471.00		

11.20 Palm Beach County Arthropod Control Plan

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

Nicole 'Nikki' Fried
COMMISSIONER

ARTHROPOD MANAGEMENT PLAN - PUBLIC LANDS

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: J.W. Corbett Wildlife Management Area

Is Control Work Necessary: ☐ Yes ☒ No

Location: Palm Beach 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: N/A

Arthropod Species for Which Control is Proposed:

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 Larvicide Applications:

(Please Check All That Apply:)

☐ Bti

☐ Bs

☐ Methoprene

☐ Non-Petroleum Surface Film

☐ Other, please specify:

Please specify the following for each larvicide: N / A

Chemical or Common name: N/A

☐ Ground ☐ Aerial

Rate of application:

Method of application: N/A

Proposed Adult Mosquito Control:

Aerial adulticiding ☐ Yes ☒No

Ground adulticiding ☐ Yes ☒No

Please specify the following for each adulticide: N/A

Chemical or common name: N/A

Rate of application: N/A

Method of application: N/A

Proposed Modifications for Public Health Emergency Control: In the event of a declared public health emergency, control may be performed by the arthropod control agency, as part of a larger treatment plan to safeguard public health. Land managers of the area will be notified prior to treatment.

Proposed Notification Procedure for Control Activities:

Manager of the area will be notified by e-mail when treatment of the area will occur. The notice should include a map of the area being treated, the material to be used and the general time of day the treatment will occur.

Records:

Are records being kept in accordance with Chapter 388, F.S.:

☒ Yes ☐ No

Records Location:

9011 Lantana Road, Lake Worth, Florida 33467

How long are records maintained:

2 YEARS

Vegetation Modification:

What trimming or altering of vegetation to conduct surveillance or treatment is proposed?

None

Proposed Land Modifications:

Is any land modification, i.e., rotary ditching, proposed:

None

Include proposed operational schedules for water fluctuations:

None

List any periodic restrictions, as applicable, for example peak fish spawning times.

None

Proposed Modification of Aquatic Vegetation:

None

Land Manager Comments:

Arthropod Control Agency Comments:

J.W. Corbett WMA consists of remote, inaccessible areas of Palm Beach County that requires no routine adulticide activities, and the area is cost prohibitive and inaccessible for routine larvicide activities.

James C Conner III Digitally signed by James C Conner III
Date: 2024.08.01 15:13:29 -04'00'

Signature of Lands Manager or Representative Date

Gary Goode I am approving this document
2024.08.01 12:44:20-04'00'

Signature of Mosquito Control Director / Manager Date

FDACS-13668 Rev. 05/15
Page 4 of 4

11.21 Palm Beach County Letter of Compliance with Local Government Comprehensive Plan

Department of Planning, Zoning & Building

2300 North Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Enforcement 233-5500
Contractors Certification 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbcgov.com/pzb

Palm Beach County Board of County Commissioners

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

October 8, 2024

Savannah Atwell, Land Conservation Planner
Division of Habitat and Species Conservation
Florida Fish and Wildlife Conservation Commission
3900 Commonwealth Boulevard, MS 235
Tallahassee, FL 32399-3000

Re: J.W. Corbett WMA Management Plan

Dear Mrs. Atwell:

Thank you for the opportunity to review Florida Fish and Wildlife Conservation Commission J.W. Corbett WMA Management Plan. This letter is in response to your letter dated October 1, 2024 requesting the County to determine whether the Management Plan is consistent with the County's Comprehensive Plan.

After review by staff, the County has determined that the J.W. Corbett WMA Management Plan conforms with the Comprehensive Plan as approved and adopted for Palm Beach County.

If you have any questions or require further information, please contact me at 561-233-5467, or Bryan Davis, Principal Planner at 561-233-5308.

Sincerely,

Thuy Shutt

Digitally signed by Thuy Shutt
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PZB, OU=Users, CN=Thuy Shutt, E=TShutt@pbc.gov
Reason: I am the author of this document
Location:
Date: 2024.10.08 18:55:19-04'00'
Foxit PDF Editor Version: 12.1.0

Thuy Shutt, AIA, FRA-RA
Planning Director

c: Jeff Gagnon, PBC Deputy Planning Director
Deb Drum, Dept. Director, Environmental Resource Management
Bryan Davis, Principal Planner, Planning
Christian Davenport, PBC Archaeologist
Sussan Gash, Senior Planner, Planning

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