

A Management Plan
For the Youngquist Parcel of the
Corkscrew Regional Ecosystem Watershed
Wildlife and Environmental Area
2018 - 2028



Lee County, Florida

Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600



Florida Department of Environmental Protection

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3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

June 15, 2018

Mr. Thomas Houston
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600

RE: Youngquist Parcel - Lease No. 4627

Dear Mr. Houston:

The Division of State Lands, Office of Environmental Services, acting as agent for the Board of Trustees of the Internal Improvement Trust Fund, hereby approves the **Youngquist Parcel** management plan. The next management plan update is due June 15, 2028.

Pursuant to s. 253.034(5)(a), F.S., each management plan is required to “describe both short-term and long-term management goals, and include measurable objectives to achieve those goals. Short-term goals shall be achievable within a 2-year planning period, and long-term goals shall be achievable within a 10-year planning period.” Upon completion of short-term goals, please submit a signed letter identifying categories, goals, and results with attached methodology to the Division of State Lands, Office of Environmental Services.

Pursuant to s. 259.032(8)(g), F.S., by July 1 of each year, each governmental agency and each private entity designated to manage lands shall report to the Secretary of Environmental Protection, via the Division of State Lands, on the progress of funding, staffing, and resource management of every project for which the agency or entity is responsible.

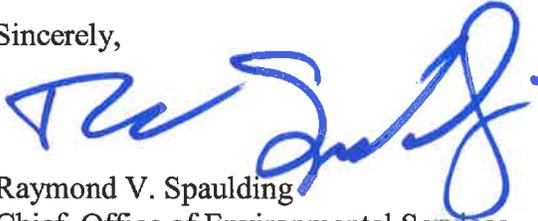
Pursuant to s. 259.036(2), F.S., management areas that exceed 1,000 acres in size, shall be scheduled for a land management review at least every 5 years.

Pursuant to s. 259.032, F.S., and Chapter 18-2.021, F.A.C., management plans for areas less than 160 acres may be handled in accordance with the negative response process. This process requires small management plans and management plan amendments be submitted to the Division of State Lands for review, and the Acquisition and Restoration

Council (ARC) for public notification. The Division of State Lands will approve these plans or plan amendments submitted for review through delegated authority unless three or more ARC members request the division place the item on a future council meeting agenda for review. To create better efficiency, improve customer service, and assist members of the ARC, the Division of State Lands will notice negative response items on Thursdays except for weeks that have State or Federal holidays that fall on Thursday or Friday. The Division of State Lands will contact you on the appropriate Friday to inform you if the item is approved via delegated authority or if it will be placed on a future ARC agenda by request of the ARC members.

Approval of this land management plan does not waive the authority or jurisdiction of any governmental entity that may have an interest in this project. Implementation of any upland activities proposed by this management plan may require a permit or other authorization from federal and state agencies having regulatory jurisdiction over those particular activities. Pursuant to the conditions of your lease, please forward copies of all permits to this office upon issuance.

Sincerely,



Raymond V. Spaulding
Chief, Office of Environmental Services
Division of State Lands
Department of Environmental Protection

A Management Plan
For the Youngquist Parcel of the
Corkscrew Regional Ecosystem Watershed
Wildlife and Environmental Area
2018 - 2028

Lee County, Florida

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



May 2018

Approved

Kipp Frohlich

Interim Director, Division of Habitat and Species Conservation
Florida Fish and Wildlife Conservation Commission

LAND MANAGEMENT PLAN EXECUTIVE SUMMARY

Lead Agency: Florida Fish and Wildlife Conservation Commission (FWC)

Common Name of Property: Youngquist Parcel

Location: Lee County, Florida

Acreage Total: 10.01 acres

Acreage Breakdown:

<u>Land Cover Classification</u>	<u>Acres</u>	<u>Percent of Total Area</u>
Improved Pasture	2.4	24%
Freshwater Marsh	7.6	76%

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

Lease/Management Agreement No.: 4627 (Appendix 9.1)

Use: Single _____ Management Responsibilities:
 Multiple X Agency FWC Responsibilities
LEAD, (resource protection, staff residence)

Designated Land Use: Residential Use for CREW Wildlife and Environmental Area Staff

Sublease (s): None

Encumbrances: Access easement property with a perpetual conservation overlay.

Type Acquisition: SFWMD Mitigation Funds

Unique Features: Natural: Natural communities Fresh Water Marsh

Archaeological/Historical: None documented within the Youngquist Parcel.

Management Needs: Habitat preservation; hydrological preservation; exotic and invasive species maintenance and control; imperiled species habitat maintenance, enhancement, and restoration.

Acquisition Needs/Acreage: Zero acres are listed on the FWC Additions and Inholdings list; (Figure 3).

Surplus Lands/Acreage: None

Public Involvement: Not required for areas under 160 acres in size.

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

ARC Approval Date _____ BTIITF Approval Date: _____

Comments: _____

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Management Plan Acronym Key

ADA	Americans with Disabilities Act
ARC	Acquisition and Restoration Council
BEBR	Bureau of Economic and Business Research
CAS	Conservation Action Strategy
CLIP	Critical Lands and Waters Identification Project
DACS	Department of Agriculture and Consumer Services
DEP	Department of Environmental Protection
DSL	Division of State Lands
FAC	Florida Administrative Code
FFAIAL	Florida Forever Addition and Inholding Acquisition List
FFS	Florida Forest Service
FLEPPC	Florida Exotic Pest Plant Council
FLUE	Florida Land Use Element
FNAI	Florida Natural Areas Inventory
FS	Florida Statute(s)
FWC	Florida Fish and Wildlife Conservation Commission
FWRI	Fish and Wildlife Research Institute
FWHAP	FWC's Fish and Wildlife Habitat Acquisition Program
GFC	Florida Game and Freshwater Fish Commission
GIS	Geographic Information Systems
IMPP	Internal Management Policies and Procedures
IPCC	Intergovernmental Panel on Climate Change
IWHR	Integrated Wildlife Habitat Ranking System
LAP	Landowner Assistance Program
LMR	Land Management Review
LPIGD	Land Parcel Inventory of Geo-Database and Process
NFWFMD	Northwest Florida Water Management District
OBVM	Objective-Based Vegetation Management
OCPB	Optimal Conservation Planning Boundary
OFW	Outstanding Florida Waters
ORB	Optimal Resource Boundary
PASO	Public Access Services Office
PUD	Planned Unit Development
RSPH	Rare Species Potential Habitat
SCHA	Strategic Habitat Conservation Areas
WCPR	Wildlife Conservation Prioritization and Recovery
WEA	Wildlife and Environmental Area
WMA	Wildlife Management Area

1 Introduction and General Information

Situated directly adjacent to the Corkscrew Regional Ecosystem Watershed Wildlife and Environmental Area (CREW WEA), is a small section of land comprising 10.01 acres. This parcel is referred to as the Youngquist parcel. Located in southeastern Lee County, the Youngquist parcel provides a vital personal residence and resource management hub for the direct supervision of the CREW WEA.

This property is managed by the Florida Fish and Wildlife Conservation Commission (FWC), by non-sworn personnel, for the management of natural resources, and as a primary residence for the area's supervising Biological Scientist. This parcel contains a 3 bedroom/2-story house (with a carport and enclosed garage underneath the house), an enclosed equipment barn, and canopy.

1.1 Management Plan Purpose

This Management Plan serves as the basic statement of policy and direction for the management of the Youngquist parcel. It provides information including the past usage, conservation acquisition history, and descriptions of the natural and historical resources found on the Youngquist parcel. Furthermore, it identifies FWC's future management intent, goals and associated short and long-term objectives, as well as identifying challenges and solutions. This Management Plan has been developed to guide each aspect of the Youngquist parcel's resource and operational management for the next ten years.

This Management Plan is submitted for review to the Acquisition and Restoration Council (ARC) acting on behalf of the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) of the State of Florida through the Florida Department of Environmental Protection's Division of State Lands (DSL), in compliance with paragraph seven of Lease No. 4627 (Appendix 9.1) and pursuant to Chapters 253 and 259, Florida Statutes (FS), and Chapters 18-2 and 18-4, Florida Administrative Code (FAC). Format and content were drafted in accordance with ARC requirements for management plans and the model plan outline provided by the staff of DSL. Terms (Appendix 9.7) used in this Management Plan describing management activities and associated measurable goals and objectives conform to those developed for the Land Management Uniform Accounting Council Biennial Land Management Operational Report.

1.1.1 FWC Planning Philosophy

The FWC's planning philosophy includes engaging area, district, and regional agency staff, as well as other FWC staff expertise, in developing this Management Plan, thereby facilitating area biologist and manager "ownership" of the Management Plan, and thus the development of meaningful management intent language, goals with associated measurable objectives, timelines for completion, and the identification of challenges and solution strategies for inclusion in the Youngquist parcel Management Plan (Section 5).

Furthermore, the FWC maintains transparency and accountability throughout the development and implementation of this Management Plan. A “living document” concept, which is accomplished by reporting on the objectives, management activities, and projects accomplished, thereby ensuring agency accountability through time. Also, in an effort to remain adaptive for the duration of this Management Plan, continuous input and feedback will be collected from the FWC staff, stakeholders, user groups, and other interested parties and individuals. As needed, amendments to this Management Plan will be presented to the DSL and the ARC for review and consideration.

1.2 Location

As noted above, the Youngquist parcel is situated adjacent to the CREW Management Area and WEA, in southeast Lee County. The CREW Management Area is approximately 34,000 acres and is owned and managed by the South Florida Water Management District (SFWMD). The CREW WEA is a subset of the Management Area and encompasses 28,910 acres. The CREW WEA consists of three management units: Corkscrew Marsh, Flint Pen Strand, and Bird Rookery Swamp. The CREW Management Area and WEA are also part of the 60,000-acre Corkscrew Regional Ecosystem Watershed land acquisition project, along with nearby conservation lands such as the Caracara Prairie Preserve (owned by Collier County and included in the CREW WEA) and Corkscrew Swamp Sanctuary (owned by the National Audubon Society).

The Youngquist parcel is located ~8 mi west of the town of Immokalee, Florida and ~10 mi east of the town of Estero, the Youngquist parcel is located in southeast Lee County (Figure 1). This parcel is located in Section 36, Township 46 South, and Range 27 East (Figure2).

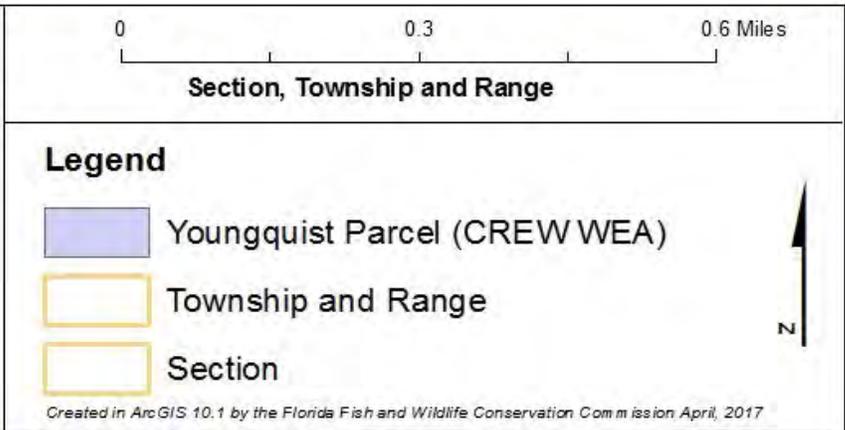
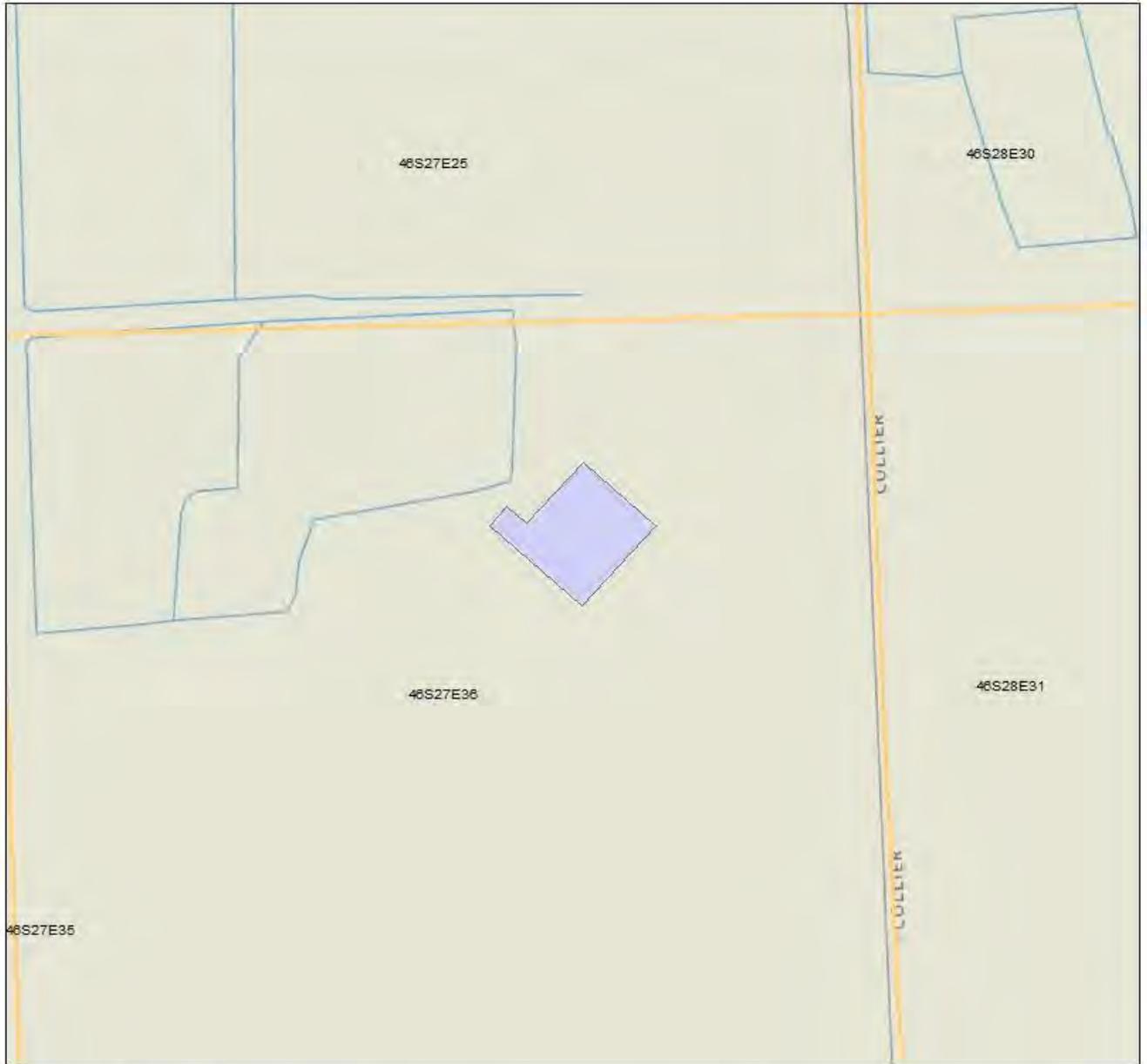


Figure 2. Township, Range and Section Map

1.3 Acquisition

The Youngquist parcel was originally acquired by the South Florida Water Management District (SFWMD) with mitigation funds. In June 2009, the SFWMD conveyed, through donation, title of this parcel to the BOT, with provisions that said parcel would be for the use and management by the Florida Fish and Wildlife Conservation Commission (FWC).

1.3.1 Purpose for Acquisition of the Property

As noted above, the SFWMD conveyed title of the Youngquist parcel to the BOT via donation for FWC use as a primary residence.

Before donation, it was the initial intention of the SFWMD to use the existing residence for an office; however, it was determined that the house was not suitable for office use because it did not meet commercial building or Americans with Disabilities Act standards (ADA).

The purpose for donation of this property to the BOT, for use by FWC, is to provide a primary residence for onsite resource management of adjacent conservation lands.

1.4 Management Authority

The FWC is the designated lead managing agency for Youngquist Parcel under the authority granted by Lease Number 4627 from the Board of Trustees agent, DSL. Further management authority derives from Article IV, Section 9 of the Florida Constitution as well as the guidance and directives of Chapters 253, 259, 327, 370, 373, 375, 378, 379, 403, 487, 870, and 597 and of the Florida Statutes. These constitutional provisions and laws provide FWC the authority to protect, conserve, and manage the State's fish and wildlife resources.

1.5 Management Directives

The 50-year Board of Trustees' Lease Agreement Number 4627 with FWC directs FWC to "manage the leased premises only for the conservation and protection of natural and historical resources and resource-based, public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 253.023(11), FS..." The lease agreement further directs FWC to "implement applicable Best Management Practices for all activities under this lease in compliance with paragraph 18-2.018(2)(h), FAC, which have been selected, developed, or approved by lessor, lessee, or other land managing agencies for the protection and enhancement of the leased premises."

1.6 Title Interest and Encumbrances

As State-owned lands, title to Youngquist parcel is vested in the Board of Trustees (Governor and Cabinet). In February 2010, DSL, as staff to the Board of Trustees, entered into Lease Agreement Number 4627, a 50-year lease agreement, granting FWC management authority for the Youngquist parcel. This property is considered an access easement property with a perpetual conservation overlay.

This property was purchased by the SFWMD with mitigation funds. Therefore, the deed by SFWMD reserves a conservation easement that imposes certain limitations and conditions.

Examples of these conditions include the right to enter the conservation easement area, at all times, with any necessary equipment or vehicles to enforce the conservation easement and a prohibition against the removal or destruction of trees, shrubs, or other vegetation; except for the removal of exotic vegetation which requires the written consent of the SFWMD. The quitclaim deed contains a complete listing of the terms and conditions of the conservation easement (Appendix 9.1).

FWC management has concluded the deed conditions do not conflict with current management practices, nor does FWC foresee any issue complying with the deed conditions.

1.7 Proximity to Other Public Conservation Lands

The Youngquist Parcel is surrounded by an extensive network of conservation lands, including; the Corkscrew Swamp Sanctuary (0.15 miles), Caracara Prairie Preserve (0.15 miles), Airport Mitigation Property (4.18 miles), Panther Island Mitigation Bank (5.29 miles), Wild Turkey Strand Preserve (9.74 miles), Okaloacoochee Slough State Forest and WMA (12 miles), Spirit of the Wild (12 miles), and Dinner Island Ranch WMA (21 miles) (Table 1, Figure 3).

Table 1. Conservation Lands within a 10 miles Radius of the Youngquist Parcel

Management Name	Managing Agency
County	
Caracara Prairie Preserve	Collier County
Panther Walk Preserve	Collier County
Pepper Ranch Preserve	Collier County
Red Maple Swamp Preserve	Collier County
Redroot Preserve	Collier County
Winchester Head	Collier County
Airport Mitigation Park	Port Authority
Flint Pen Strand (640 ac in northwest corner)	Lee County
Gator Hole Preserve	Lee County
Imperial Marsh Preserve	Lee County
Sam Galloway Tract at Imperial Marsh Preserve	Lee County
Wild Turkey Strand Preserve	Lee County
Water Management District	
Corkscrew Regional Ecosystem Watershed	SFWMD
Corkscrew Regional Mitigation Bank	SFWMD
Lake Trafford Impoundment	SFWMD
Savannah Lakes	Lee County East County Water Control District
Private	
Corkscrew Swamp Sanctuary	National Audubon Society, Inc.

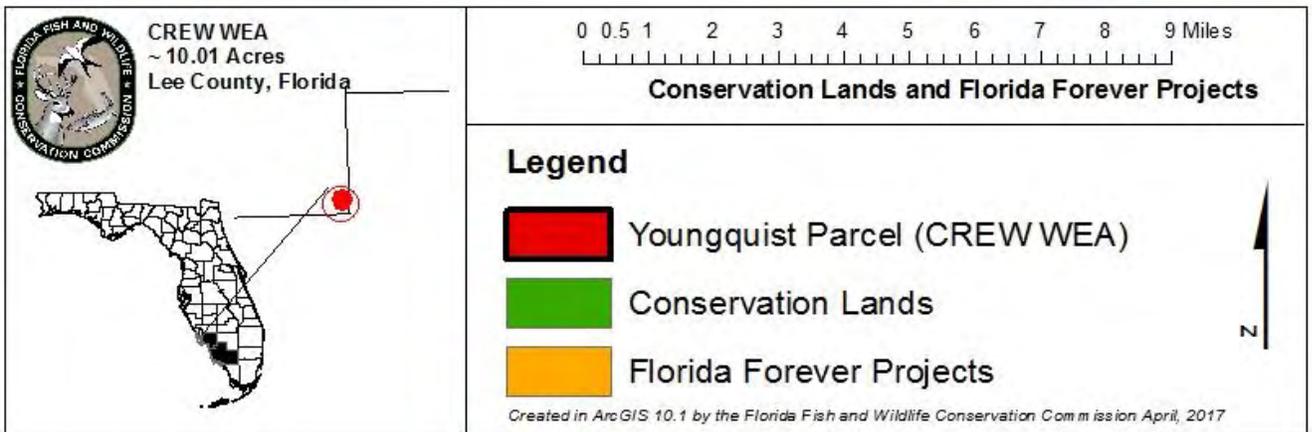
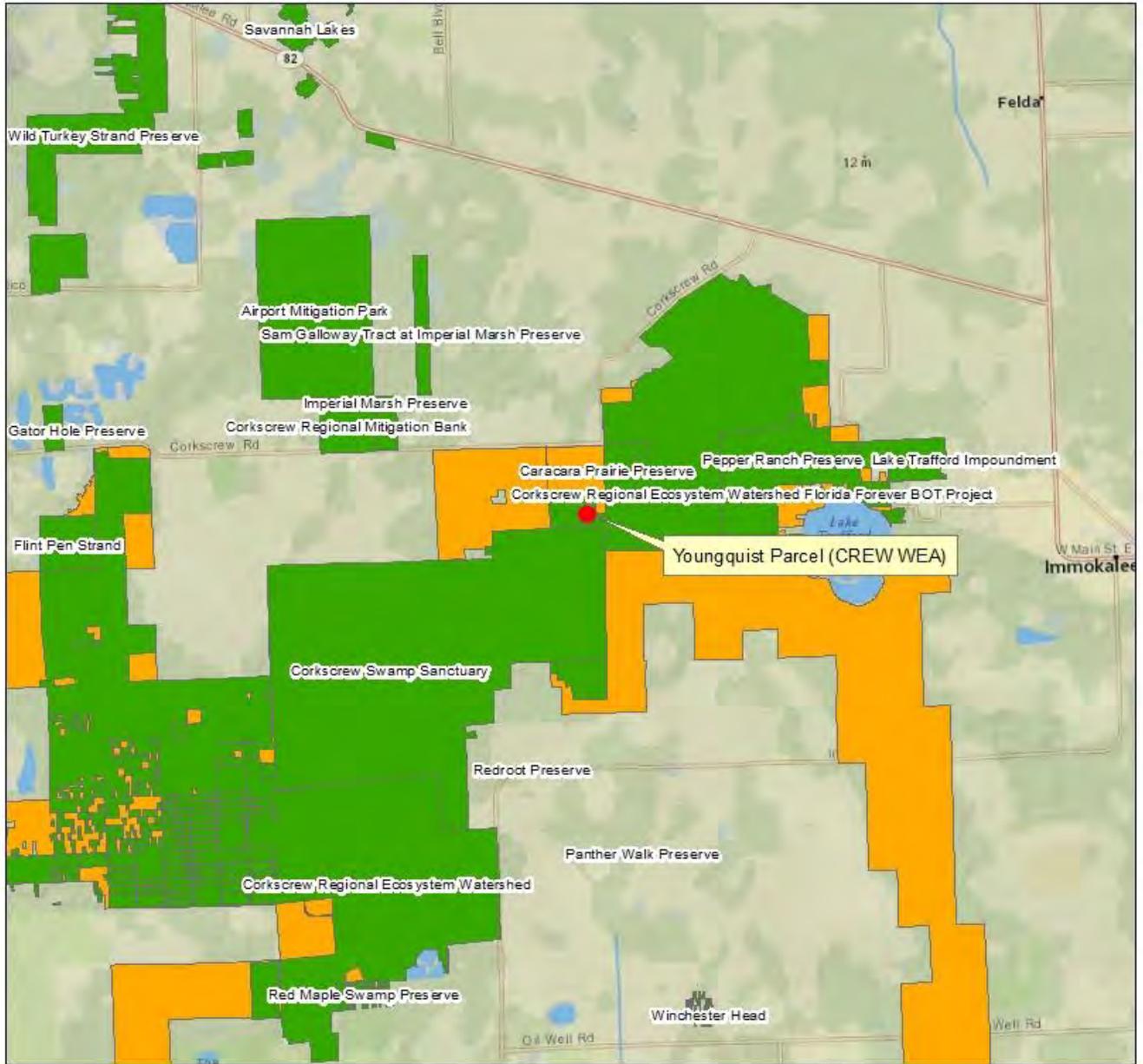


Figure 3. Conservation Lands within 10 Miles of the Youngquist Parcel

1.8 Adjacent Land Uses

As noted above, the Youngquist parcel is located within 0.2 miles of the CREW WEA. The CREW WEA spans both Lee and Collier counties. According to the Lee County Planning and Development Department, the Youngquist parcel and the surrounding areas are designated as AG-2.

As defined in the Lee County planning and development ordinances, areas zoned AG-2, only allow for a single-family residence to be constructed on a lot of record as long as the lot existing in the AG-2 Zoning District was lawfully created prior to June 1962, with size constraints a minimum width of 75 feet, a minimum depth of 100 feet and area not less than 7,500 square feet. No land, body of water and/or structure shall be used or permitted to be used and no structure shall hereafter be erected, constructed, moved, altered or maintained in the AG district for any purpose other than as provided above.

Agriculture and agricultural activities are frequently associated with noise, odors, dust, aerial chemical spraying, and other activities generally incompatible with urban-style living. However, agriculture forms a vital segment of the economy of the State, and provides diversity of economic opportunity and life styles for Lee County. Therefore, it is the purpose of the agricultural districts to provide areas for the establishment and/or continuation of agricultural operations with residential uses being permitted only as ancillary to agricultural uses, or to accommodate those individuals who understand and desire to live in an agricultural environment.

This AG-2 designation guarantees that no adjacent land uses will conflict with the planned use or future management of the property.

2 Natural and Historical Resources

The Youngquist parcel is located within the Coastal Lowlands zone. The Coastal Lowlands encircle the state and extend along the shores inland from ten to one hundred miles. Most coastal lowlands are very low, less than 25 feet (7.6 meters) above sea level. The coastal lowlands are a mixture of poorly drained sands and loamy sands, layered thinly, over non-calcareous materials, consisting of mixtures of sand, silt, and clay.

2.1.1 Climate

For the majority of the year, Lee County experiences warm, humid weather, with the remaining part of the year consisting of mild, cool weather. The average annual high and low temperatures in Immokalee, Florida (nearest town) is 85.4 °F and 62.0 °F (US Climate Data 2017). The lowest average temperatures occur during the month of January with the highest average temperatures occurring in August.

Average annual precipitation is 49.8 inches of rainfall. The period of rainfall is highest during August and lowest during the month of December. Primarily in this area, the

warmer months obtain the most rainfall during the year, with the cooler months being much drier.

2.1.2 Soils

The U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) data were used to identify the Youngquist’s soil series and soil depth to water table (Figures 4 and 5). Soil series descriptions were developed using NRCS geographic information system (GIS) data and are included in Appendix 9.2. Three map units, described in the soil survey of the Youngquist parcel, are distributed as shown in Figure 4 and listed in Table 2. Analyses of depth to water table for map units occurring within the Youngquist parcel are also provided in Figure 5. 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. Figure 5 provides aggregation data for the Youngquist parcel map units.

The Youngquist parcel is mainly made up of three different soil types and water. The majority of the area is Boca fine sand, Felda fine sand, depressional and Gator muck with a smaller area mostly being made up of water.

Table 2. Soils Type

Soil Series	Depth to Water Table (cm)	Total Area (acres)	Percent of Area
Boca fine sand	31	3.38	0.34
Felda fine sand, depressional	0	3.63	0.36
Gator muck	0	2.99	0.30
Water	0	0	0.00
TOTAL		10.01	1.00

2.1.3 Geologic Conditions

According to the geologic map of the State of Florida, the area where the subject parcel is located, is mainly composed of sediments from the Pliocene/Pleistocene era. Lithologically, these sediments are complex, varying from unconsolidated, variably calcareous and fossiliferous quartz sands to well indurated, sandy, fossiliferous limestones (both marine and freshwater). Clayey sands and sandy clays are present. These sediments form part of the surficial aquifer system.

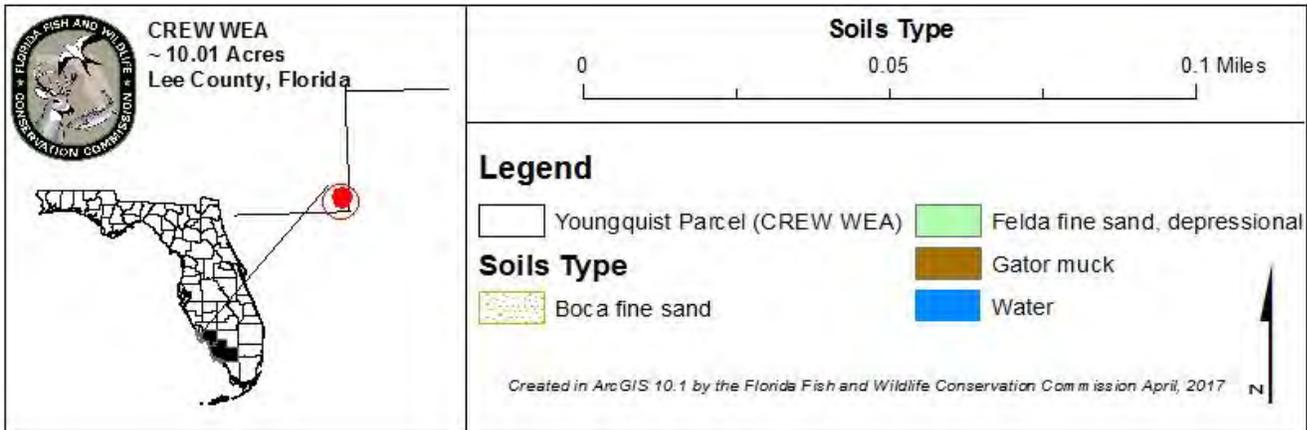
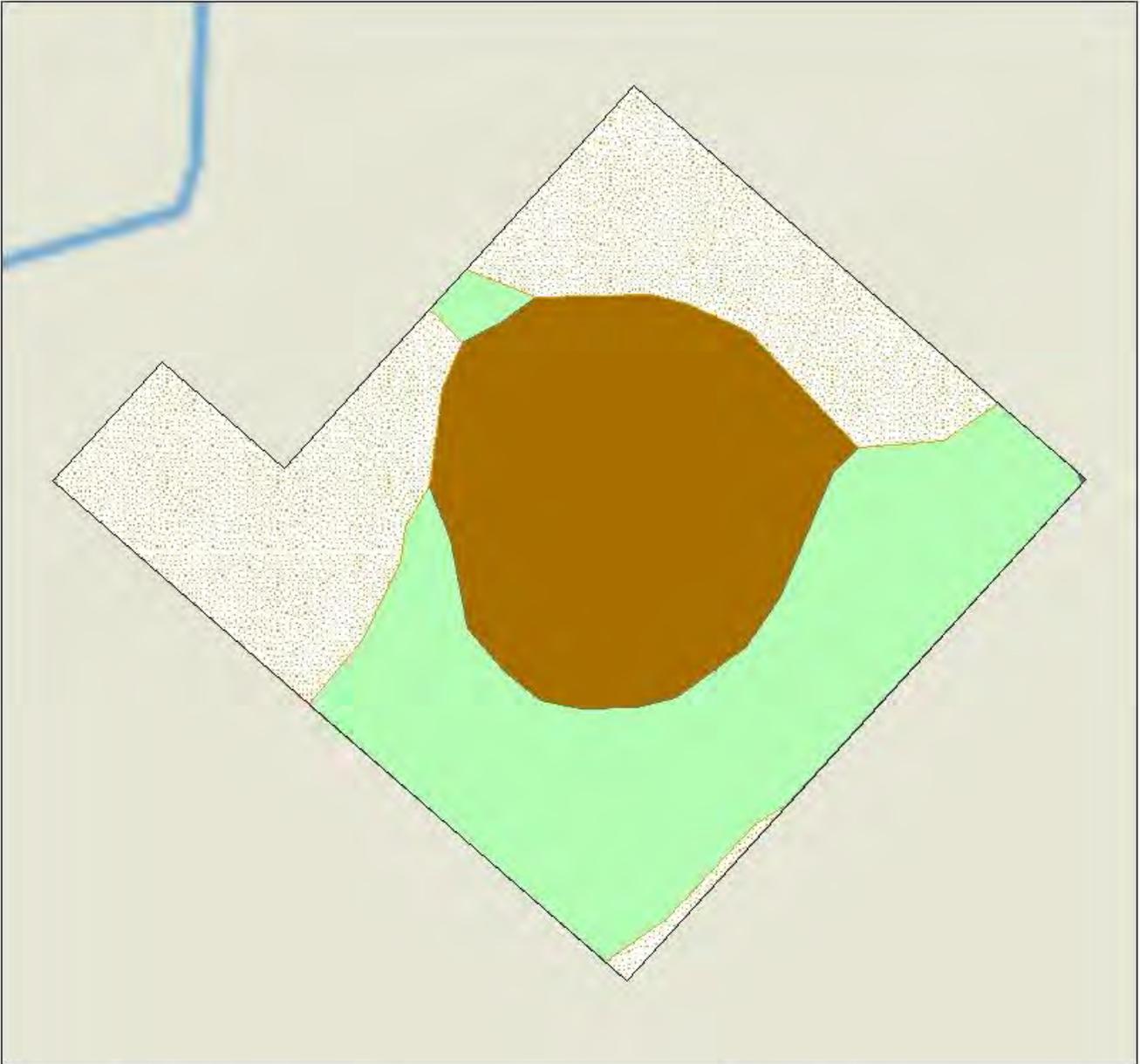


Figure 4. USDA Soils Map

2.2 Vegetation

To determine vegetative communities on the Youngquist parcel, the FWC utilized data from FNAI. From this analysis, FWC has identified and mapped two land cover designations occurring on the Youngquist parcel (Figure 5, Table 3).

Table 3. FWC Florida Vegetation 2003 - Southwest Region

Type	Total Area (acres)	Percent of Area
Improved Pasture	2.4	24%
Freshwater Marsh	7.6	76%

2.2.1 FNAI Natural Community Descriptions

Freshwater Marsh

This wetland community is dominated by a wide assortment of herbaceous plant species growing on sand, clay, marl, and organic soils in areas of variable water depths and inundation regimes. Generally, freshwater marshes occur in deeper, more strongly inundated situations and are characterized by tall emergents and floating-leaved species. Freshwater marshes occur within flatwoods depressions, along broad, shallow lake and river shorelines, and scattered in open areas within hardwood and cypress swamps. Also, other portions of freshwater lakes, rivers, and canals that are dominated by floating-leaved plants such as lotus, spatterdock, duck weed, and water hyacinths are included in this category.

Improved Pasture

Dominated by planted non-native or domesticated native forage species and evidence of current or recent pasture activity and/or cultural treatments (mowing, grazing, burning, fertilizing). Improved pastures have been cleared of their native vegetation. Most improved pastures in Florida are planted with bahia grass and to a lesser extent with Bermudagrass or pangolagrass. Weedy native species are often common in improved pastures in Florida and include dogfennel, many species of flatsedge, carpetgrasses, crabgrasses, and rustweed among many others. Lawns or turf areas that are being maintained by mowing for human/recreational-use should be classified as developed.

2.2.2 Forest Resources

There are no timber resources on the Youngquist parcel. As a result, the FWC has determined that no professional forest assessment is necessary.

FWC CREW Youngquist Parcel Habitat Map

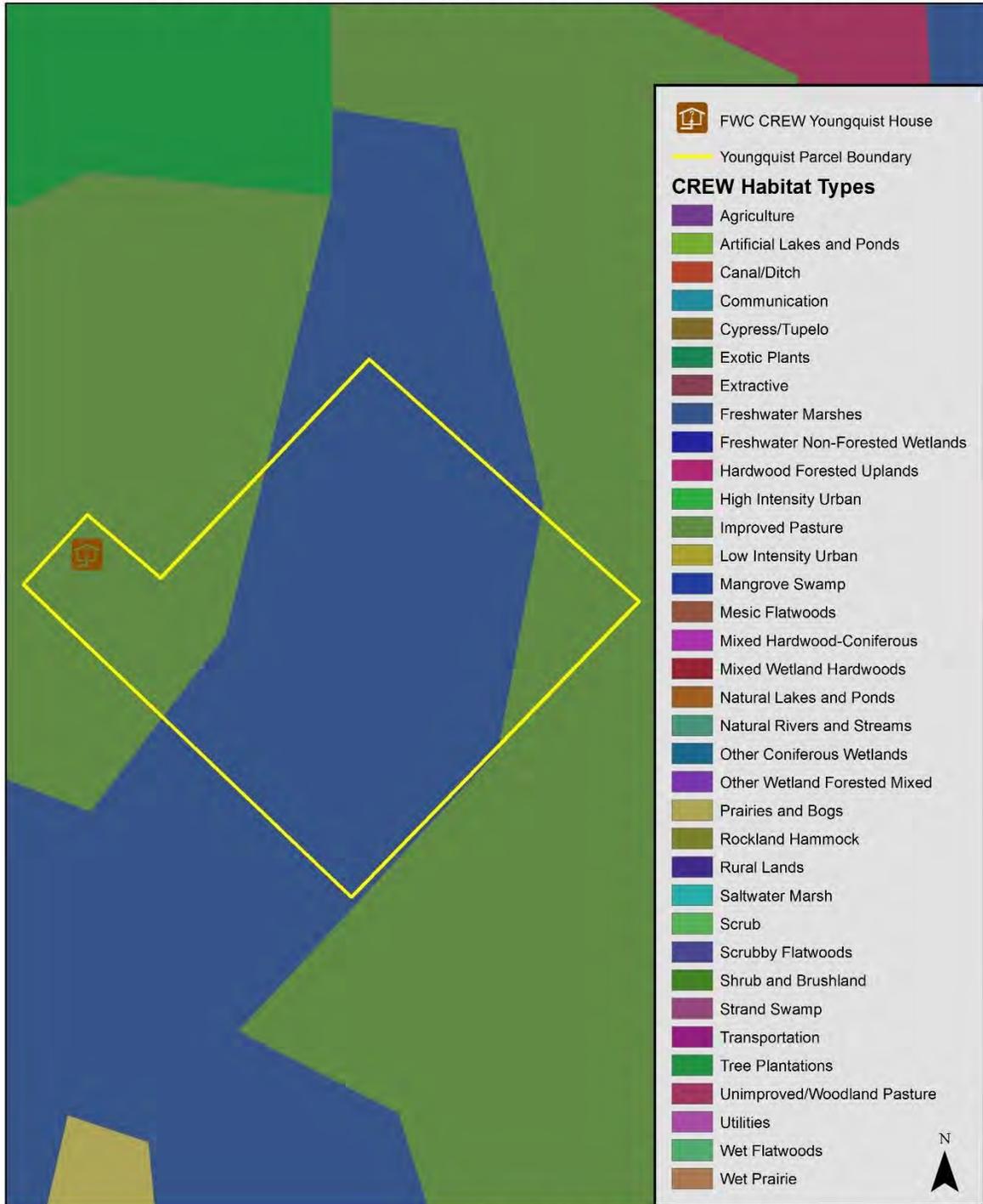


Figure 5. Vegetation Map (includes Improved Pasture and Freshwater Marsh)

2.3 Fish and Wildlife Resources

A wide variety of wildlife species have been observed by CREW WEA staff on or within 1 mile of the Youngquist parcel. (Table 4).

2.3.1 Imperiled Species

For the purposes of this Management Plan, the term “Imperiled Species” refers to plant and animal species that are designated as Endangered, Threatened, or a Species of Special Concern by FWC, or that are designated as Endangered or Threatened by the U.S. Fish and Wildlife Service. This designation is also commonly known as “listed species.”

At its November 2016 Commission meeting, FWC approved Florida’s Imperiled Species Management Plan (<http://myfwc.com/wildlifehabitats/imperiled/plan/>), which included changes to the listing status for many wildlife species. Subsequent rule changes (68A-27.003 and 68A-27.005 FAC) reflecting changes came into effect in January 2017.

All federally listed species that occur in Florida are included in Florida’s Endangered and Threatened Species list (<http://myfwc.com/media/1515251/threatened-endangered-species.pdf>) as federally-designated Endangered or federally-designated Threatened. Species that are not federally listed, but which have been identified by FWC as being at some level of risk of extinction, are listed as state-designated Threatened. Additionally, FWC continues to maintain a separate Species of Special Concern category. This category was reviewed as part of Florida’s Imperiled Species Management Plan, with the majority of the species previously contained within the category either being removed from Florida’s Endangered and Threatened Species list due to conservation success, or had their status changed to state-designated Threatened.

2.3.2 FWC Wildlife Observations and FNAI Element Occurrences

As noted above, there are no element occurrences that have been document on site by FNAI. A variety of species have been observed and recorded by FWC biologists and CREW office staff within one mile of the Youngquist parcel (Tables 4-5). Known locations of FWC wildlife occurrences and FNAI element occurrences from the most recent GIS databases of the respective agencies are displayed in Figure 6. Appendix 9.3 contains a letter from the FNAI authorizing the FWC to utilize their database for the purpose of displaying known plant and animal resources.

The FNAI element occurrence records include several imperiled plant and animal species. As defined by FNAI, an “element” is any exemplary or rare component of the natural environment, such as a species, natural community, bird colony, spring, sinkhole, cave, or other ecological feature. An element occurrence is a single extant habitat which sustains or otherwise contributes to the survival of a population or a distinct, self-sustaining example of a particular element. FNAI assigns a rank to each “element” occurrence. This ranking system was developed by The Nature Conservancy and the Natural Heritage Program Network based on the element’s global rank (element’s worldwide status) or state rank

(status of element in Florida). The FNAI ranking system and definitions are located on the following website: www.fnai.org/ranks.cfm.

Table 4. FNAI Element Occurrences

Common Name	Scientific Name	FWC Status	Federal Status
Florida Black Bear	<i>Ursus americanus floridanus</i>	N	N
Florida Panther	<i>Puma concolor coryi</i>	FE	FE
Wood Stork	<i>Mycteria americana</i>	FT	FT

Table 5. Potential Habitat

Common Name	Scientific Name	FWC Status	Federal Status
Florida Black Bear	<i>Ursus americanus floridanus</i>	N	N
Florida Panther	<i>Puma concolor coryi</i>	FE	E
Florida Sandhill Crane	<i>Antigone canadensis pratensis</i>	ST	N

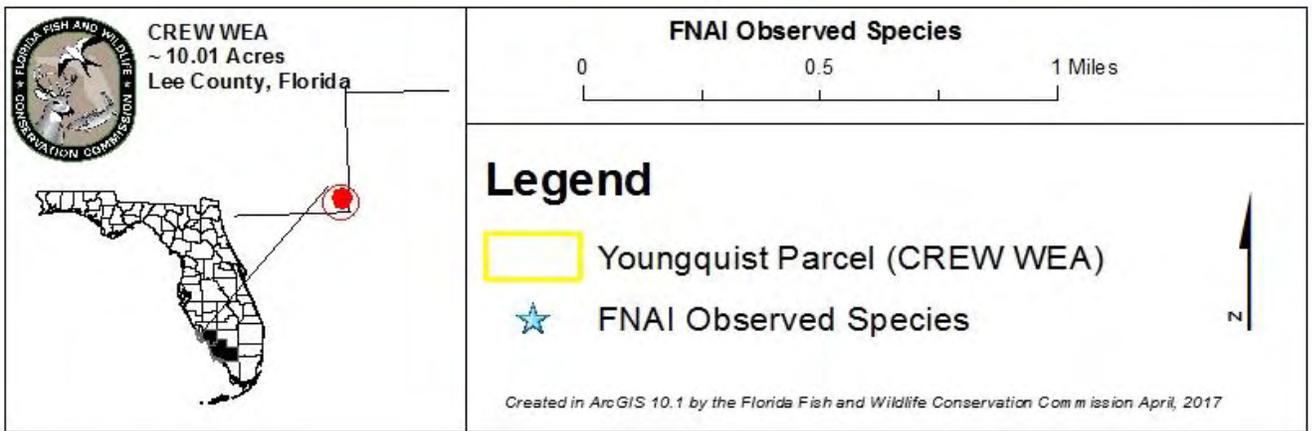


Figure 6. FNAI Observed Species

2.4 Water Resources

All surface waters of the State are classified by DEP according to designated uses as described in Chapter 62-302.44 FAC. The Youngquist parcel contains no natural bodies of freshwater which would be considered waters of the State. The Youngquist parcel does not contain a first magnitude spring, nor any type of lake, nor is it designated as an aquatic preserve and is not under consideration for such designation. All waters within the Youngquist parcel are considered Class III water by DEP, and there are no portions of the Youngquist parcel that are designated as Outstanding Florida Waters (OFW).

2.5 Beaches and Dunes

There are no Beaches or Dunes located on Youngquist parcel.

2.6 Mineral Resources

Mineral resources in Lee County include limestone, sand and undifferentiated resources (clayey, shelly sand and clay). Limestone is mined in the County as a base course material for roads and asphalt aggregate. Sand is found throughout Lee County and mined for fill material. Potential mineral resources on Youngquist parcel include sand. The active Trident limestone mine is located approximately 2 miles northeast of the Youngquist Parcel and the active Youngquist Brothers limestone mine is located approximately 8 miles northeast of the parcel. More recently the Troyer Brothers application to mine 800 acres has been transmitted by the Lee County Board of County Commissioners to the State.

2.7 Historical Resources

The DHR Master Site File indicates that there are no recorded archaeological sites within the boundaries of the Youngquist parcel. However, the FWC will coordinate with DHR to assess the need for conducting a cultural resource survey.

As a part of the objectives of this management plan, the FWC will ensure that management staff receive Archaeological Resource Management (ARM) training. Furthermore, the FWC will ensure all known sites are recorded in the DHR Master Site File.

2.8 Scenic Resources

As referenced in FNAI Natural Communities section 2.2, the Youngquist parcel has one scenic natural community; freshwater marsh.

3 Uses of the Property

3.1 Previous Use and Development

Previously, the Youngquist Parcel was a private house and residence for Harvey Youngquist and his family, a miner and farmer in the local area from 1982-1994. The SFWMD owned the parcel and it operated as its field office for the CREW Management

Area from approximately 1995-2007. The FWC then acquired the parcel, and it is now functioning as the residence of the CREW WEA lead biologist.

3.2 Current Use of the Property

Currently, the Youngquist parcel is managed, as a primary residence for FWC non-sworn staff, for the direct onsite supervision, conservation and protection of adjacent nearby fish and wildlife habitat and fish and wildlife based public outdoor recreation areas. As noted above, a conservation easement imposes certain limitations and conditions on the property. Any operational and resource management actions that are conducted on the Youngquist parcel, including activities such as prescribed burning; wildlife habitat restoration and improvement; invasive exotic species maintenance and control; road repairs and maintenance and related activities all requires the written consent of the SFWMD.

Current and anticipated resource uses of the property include a primary staff residence, FWC shop and storage area for FWC vehicles and equipment. Due to the previously noted deed restrictions, passive recreational activities that are not contrary to the purpose of this conservation easement shall be permitted. However, it should be noted that open public access is limited due to previously erected gates. As stated in lease 4627, this conservation easement shall not constitute authorization for the construction and operation of any passive recreational facilities. Any such work shall be subject to prior written consent of the Grantor and all applicable federal, state, local permitting requirements.

3.2.1 Visitation and Economic Benefits

Visitation and public use of the area is restricted, to passive recreation, as described in the specific deed restrictions set forth in the requirements of donation (Appendix 9.1). It should be noted that the adjacent CREW WEA, has provided, wildlife enthusiasts with world-class wildlife viewing opportunities, recreational opportunities including hiking, biking, and horse-back riding, hunting and fishing opportunities, and extensive environmental education for all ages. Over 65,000 visitors enjoy the unique natural features of this management area annually.

3.3 Single- or Multiple-use Management

The Youngquist parcel will be managed under the multiple-use concept as a primary residence for select area staff. The Youngquist parcel will provide area staff with a primary residence to help facilitate the fish and wildlife resource based, public outdoor recreation and educational opportunities available on the adjacent CREW WEA, while protecting the natural and historical resources found on the surrounding areas. Any natural and historical resources of the Youngquist parcel will be managed under the guidance of ARC, the Conceptual State Lands Management Plan, and as outlined in the original purposes for acquisition.

3.3.1 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 Youngquist parcel. Uses classified as “Approved” are considered to be in accordance with the purposes for acquisition, as well as with the Conceptual State Lands Management Plan, and with the FWC agency mission, goals and objectives as expressed in the Agency Strategic Plan (Appendix 9.4). 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:

	<u>Approved</u>	<u>Conditional</u>	<u>Rejected</u>
Apiaries			✓
Astronomy		✓	
Bicycling			✓
Cattle grazing			✓
Citrus or other agriculture			✓
Ecosystem services and maintenance		✓	
Ecotourism			✓
Environmental Education			✓
First-responder training			✓
Fishing			✓
Geocaching			✓
Hiking			✓
Horseback riding			✓
Hunting			✓
Linear facilities			✓
Military training	✓		
Preservation of historical resources			✓
Primitive camping			✓
Protection of imperiled species	✓		
Off-road vehicle use			✓
Shooting sports park			✓
Soil and water conservation	✓		
Timber harvest			✓
Wildlife observation	✓		

3.3.2 Assessment of Impact of Planned Uses of the Property

To communicate FWC's planned uses and activities, specific management intentions, long- and short-term goals and with associated objectives, identified challenges, and solution strategies have been developed for the Youngquist parcel (Sections 5 -8). A detailed assessment of the benefits and potential impacts of planned uses and activities on natural and historical resources was an integral part of the development of the management activities and intent, goals, objectives, challenges, and strategies sections of this Management Plan.

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 nonrenewable historical resources. In general, the FWC management intent for the Youngquist parcel is to maintain natural communities in a condition that sustains ecological processes and conserves biological diversity, especially fish and wildlife resources. 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 earlier, the management activities described in this section are in compliance with those of the Conceptual State Lands Management Plan.

4.1 Adaptive Management

Adaptive management is "learning by doing";¹ 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.^{1,2} Adaptive management requires flexibility for implementation, but should be fitted over a fundamentally sound, well-planned design.

An adaptive management process produces the strongest inference and most reliable results when experimental design components are incorporated into the monitoring process. Adaptive management is most rigorously applied in an active format when components of experimental design (i.e., controls, replication, and randomization) are included in the monitoring process.^{2,3} Incorporating valid statistical analyses of results will further enhance the value of the adaptive management process. However, in some situations, rigorous experimental design procedures can be relaxed without invalidating monitoring results. In a passive format, adaptive management can involve applying a conservation action at a site, observing the results and adjusting the action in the future if warranted.^{2,3}

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

4.1.1 Monitoring

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

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

FWC staff monitor natural communities and additional fish and wildlife species in conjunction with the monitoring they conduct on the CREW WEA. Exotic and invasive plant and animal species (Section 4.5) are also monitored as needed and appropriate. Any control measures of exotic invasive species will be conducted in cooperation with; and approval the SFWMD.

4.1.2 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.

4.1.3 Implementation

The Youngquist parcel Management Plan serves as the guiding framework to implement this adaptive management process. It serves as the underpinning for the integration of management programs underway to accomplish needed conservation actions that are planned to manage the natural resources of the Youngquist parcel 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.

4.2 Habitat Restoration and Improvement

On the Youngquist parcel, FWC will focus on managing for native habitat diversity and emphasizing maintenance of natural communities.

4.2.1 Prescribed Fire and Fire Management

The FWC will work with the SFWMD to use prescribed fire and invasive and exotic plant management to maintain the existing habitat.

4.2.2 Habitat Restoration

Due to the size of the habitat on the Youngquist Parcel, there is currently no habitat restoration activities occurring on the area. However, there are periodic exotic treatments that are implemented on the 10 acres are described in Section 4.5.

4.3 Fish and Wildlife Management, Imperiled and Focal Species Habitat Maintenance, Enhancement, Restoration, or Population Restoration

4.3.1 Fish and Wildlife

Due to the variety of natural communities on adjacent areas, a diversity of associated wildlife, including rare, imperiled, common game, and non-game species, can be found on or near the Youngquist parcel. In managing for wildlife species, an emphasis will be placed on conservation, protection and management of natural communities. As noted above, natural communities present on the property and being utilized by wildlife are freshwater marsh and improved pasture. In addition to resident wildlife, the Youngquist Parcel provides resources to many migratory birds including waterfowl, passerines, raptors and others. Habitats important to migratory species will be protected, maintained or enhanced.

Wildlife monitoring emphasis is placed on documenting the occurrence and abundance of rare and imperiled species on this property, as well as, the surrounding CREW WEA. The FWC will continue to update inventories for certain species, with emphasis on rare and imperiled fish and wildlife species. Monitoring of wildlife species will continue as an ongoing effort for the area.

4.3.2 Imperiled and Focal Species: Wildlife Conservation Prioritization and Recovery

The FWC will continue to work with the SFWMD to co-manage the CREW WEA and protect imperiled and focal species in accordance with the CREW WEA Management Plan and FWC's Species Action Plans.

4.4 Exotic and Invasive Species Maintenance and Control

The FWC will continue to work with the SFWMD and its herbicide contractors to locate and control exotic and invasive plants on the Youngquist parcel.

4.5 Public Access and Recreational Opportunities

4.5.1 Americans with Disabilities Act

The Youngquist parcel is not open to the public and therefore is not required to provide ADA accessible facilities on the property.

4.5.2 Recreation Master Plan

Due to the size of the property, the Youngquist Parcel will not have a recreation master plan.

4.5.3 Public Access Carrying Capacity

The Youngquist parcel has a perpetual conservation easement, allowing only passive recreation. The Parcel, while adjacent to the CREW WEA is considered a separate tract and is not part of the established boundary for the CREW WEA. The tract is managed under a separate set of guidelines, as set forth in the lease provisions provided in Appendix 9.1.

Due to the lack of readily available public access, deed restrictions, anticipated residential usage, and the primary intended purpose of acquisition, the Youngquist tract has not had a carrying capacity established.

4.6 Hydrological Preservation and Restoration

The Youngquist parcel does not contain any surface or natural bodies of water, however the FWC will continue to work with the SFWMD and DEP on monitoring groundwater resources and water quality on the adjacent CREW WEA. The FWC will also continue to utilize data from ground water monitoring wells, and surface water monitoring locations adjacent or nearby to the Youngquist parcel.

4.7 Historical Resources

There are no known historical resources known to occur on the property, nor are they expected to. To date no formal surveys have been conducted.

4.8 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 resource based public outdoor recreation.

Current capital facilities and infrastructure on the Youngquist Parcel include the Youngquist house and shop (3-story, stilt house), enclosed equipment barn, and canopy.

The FWC does not anticipate building additional structures on the current Youngquist Parcel. However, extensive repairs and reconstruction will be needed, due to recent storm events.

On September 10, 2017, hurricane Irma made its second Florida landfall at Marco Island in SW Florida as a Category 4 hurricane, later degrading to a Category 3. The entire SW region was impacted by heavy rainfall and sustained winds of between 83–95 knots (96–110 mph, 154–177 km/h) 96–112 knots (111–129 mph, 178–208 km/h). In some areas of Lee County wind gusts of 140 mph were reported.

As a direct result of this storm system, siding blew off the south wall of the subject residence, damaging the 3rd floor of the house. This subsequently allowed water intrusion, which collapsed the 2nd floor ceiling of the house in one of the bedrooms. The area biologist in residence, is working with FWC’s Public Access Services Office (PASO) to rebuild and repair. It will be a several months before estimates and repairs can be obtained, approved and completed.

All capital facility improvements completed prior to storm damage is listed in Table 6, and shown in Figure 7.

Table 6. Completed Capital Facility Improvements

Permit Number	Permit Type	Date
<u>ROF2010-00820</u>	Roof	5/6/2010
<u>RES2012-01742</u>	Building Remodel / Repair	4/24/2012
<u>RES2012-02214</u>	Building Window / Door Replacement	5/23/2012
<u>COM2014-00327</u>	Building Miscellaneous	3/24/2014





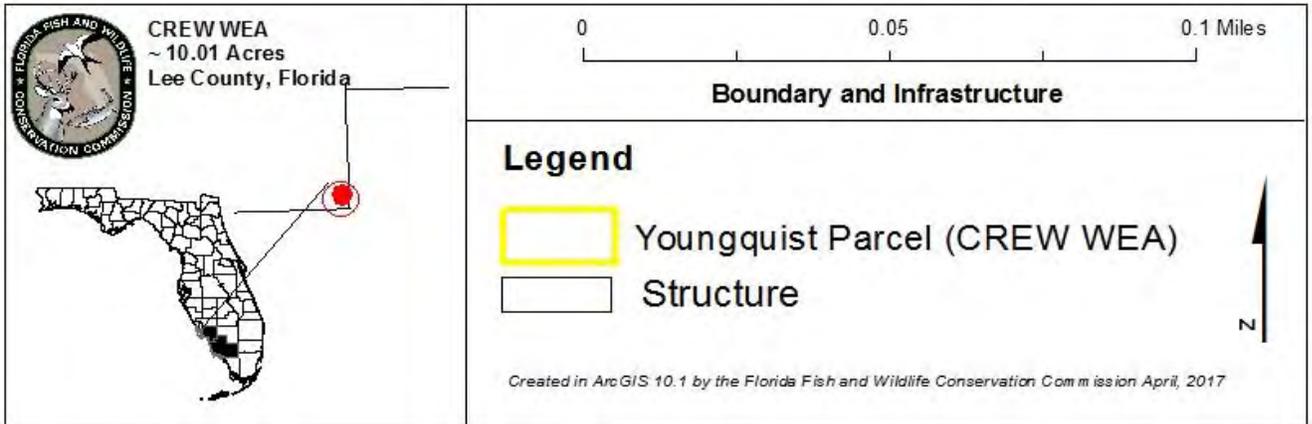


Figure 7. Infrastructure and Capital Improvements

4.9 Land Conservation and Stewardship Partnerships

The FWC utilizes a three-tiered approach to identifying, acquiring or otherwise protecting important conservation lands adjacent to or in proximity to existing FWC-managed areas. This involves development of an Optimal Resource Boundary (ORB), Optimal Conservation Planning Boundary (OCPB) and associated Conservation Action Strategy (CAS).

As previously noted, the Youngquist parcel is situated directly adjacent to the much larger CREW WEA and is surrounded by existing conservation lands. Therefore, it has been determined that no parcels of land within or adjacent to the property should be purchased, as they are not essential to management of the property as a primary residence.

4.10 Acreage Recommended for Potential Surplus Review

On conservation lands where FWC is the lead manager, FWC evaluates and identifies recommended areas for a potential surplus designation by DSL, ARC, and the Board of Trustees. This evaluation consists of GIS modeling and analysis, aerial photography interpretation, analysis of fish and wildlife resources, a review of resource and operational management needs, and a review of public access and recreational use of the area. Also, 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 Youngquist parcel by 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 facilitate quality fish and wildlife resource based public outdoor recreational opportunities on adjacent areas. Therefore, no portion of the Youngquist parcel is recommended for potential surplus review.

4.11 Cooperative Management and Special Uses

4.11.1 Cooperative Management

The FWC is responsible for the overall management and operation of the Youngquist parcel, as set forth in the lease agreements with the Board of Trustees and the SFWMD. In keeping with the lease agreements, and in order to conduct management operations in the most effective and efficient manner, the FWC cooperates with the SFWMD to achieve management goals and objectives described in this management plan.

4.11.2 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.

5 Resource Management Goals and Objectives

The management goals described in this section are considered broad, enduring statements designed to guide the general direction of management actions to be conducted in order to achieve an overall desired future outcome for the Youngquist parcel. 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. Many of the objectives listed have specific end-of-the-calendar-year target dates for completion and all of them 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.

5.1.1 Due to the size of the habitat on the Youngquist Parcel, there is currently no habitat restoration activities occurring on the area.

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

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

5.2.1 Due to the size of the habitat on the Youngquist Parcel, there is currently no habitat improvement activities occurring on the area.

5.3 Exotic and Invasive Species Maintenance and Control

Goal: Remove exotic and invasive plants and animals and conduct needed maintenance- control.

Short Term

5.3.1 As this area is in a maintenance condition, FWC staff will continue to monitor and treat invasive exotic in cooperation with the SFWMD as needed.

5.4 Public Access and Recreational Opportunities

Goal: Provide public access and recreational opportunities.

5.4.1 As stated in section 4.5.3, due to the lack of readily available public access, deed restrictions, anticipated usage, and the primary intended purpose of acquisition, the Youngquist tract has not had a carrying capacity established. Nor are any passive recreation activities being considered at this time.

5.5 Hydrological Preservation and Restoration

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

5.5.1 As noted above, the Youngquist parcel does not contain any surface or natural bodies of water. However, the FWC will continue to work with the SFWMD and DEP on monitoring groundwater resources and water quality on the adjacent CREW WEA.

5.6 Forest Resource Management

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

5.6.1 There are no forest resources found on the Youngquist parcel. Therefore, this section is not applicable.

5.7 Historical Resources

Goal: Protect, preserve and maintain historical resources.

5.7.1 If determined to be necessary by DHR, contract for a historical resources survey.

Long-term

5.7.2 Ensure all area staff have completed the appropriate Archeological Resource Training (ARM).

5.8 Capital Facilities and Infrastructure

Goal: Improve, develop, repair or restore the capital facilities and infrastructure necessary to meet the goals and objectives of this Management Plan.

Short-term

5.8.1 General maintenance and upkeep is necessary on the Youngquist house (painting, pressure washing, and general repairs for safety of the resident).

5.8.2 Obtain permits, select contractors and supplies required to repair the main structure after extensive storm damage.

5.8.3 Select an approved contractor to facilitate repairs.

5.8.4 Apply and obtain the required County permits for repair and restoration of the current facility.

5.8.5 Supervise work flow and quality.

Long-term

5.8.6 General maintenance and upkeep is necessary on the Youngquist house (painting, pressure washing, and general repairs for safety of the resident).

5.8.7 Replace the structure's roof, siding, and flashing within the next 5 years.

5.9 Land Conservation and Stewardship Partnerships

Goal: Enhance fish and wildlife conservation, resource, and operational management through development of an optimal boundary.

Short-term

5.9.1 Due to the size and purpose of the Youngquist parcel the development of an optimal boundary is not feasible.

5.10 Cooperative Management and Special Uses

5.10.1 The Youngquist Parcel is not cooperatively managed, however the FWC works closely with the SFWMD to manage the CREW WEA which is adjacent to the property.

5.10.2 No special uses are considered for this property, as outlined in the deed restriction listed in lease agreement.

5.11 Climate Change

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

5.11.1 Due to the size and purpose of the Youngquist parcel adaptive strategies in response to climate change will not be considered for this area. It should be noted that adaptive strategies have been developed for the adjacent CREW WEA.

5.12 Research Opportunities

Goal: Explore and pursue cooperative research opportunities.

5.12.1 Due to current property usage and deed restriction the Youngquist parcel is not suitable for the exploration or pursuit of cooperative research opportunities. All cooperative research opportunities will be considered in the CREW WEA Management Plan.

6 Cost Estimates and Funding Sources

The following represents the actual and unmet budgetary needs for managing the lands and resources of the Youngquist parcel. This cost estimate was developed using data developed by 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 of 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 cost estimate below, although exceeding what 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 Youngquist parcel. Cost estimate categories are those currently recognized by FWC and the Land Management Uniform Accounting Council. More information on these categories, as well as the Fiscal Year 2016-2017 operational plan showing detailed cost estimates by activity and categories of expenditures, may be found in Appendix 9.7.

Youngquist Parcel (CREW WEA) Management Plan Cost Estimate

Maximum expected one year expenditure

<u>Resource Management</u>	<u>Expenditure</u>	<u>Priority</u>	<u>Priority schedule:</u>
Exotic Species Control	\$0	(1)	(1) Immediate (annual)
Prescribed Burning	\$0	(1)	(2) Intermediate (3-4 years)
Cultural Resource Management	\$0	(1)	(3) Other (5+ years)
Timber Management	\$0	(1)	
Hydrological Management	\$0	(1)	
Other (Restoration, Enhancement, Surveys, Monitoring, etc.)	\$4,209	(1)	
Subtotal	\$4,209		
<u>Administration</u>			
General administration	\$1,503	(1)	
<u>Support</u>			
Land Management Planning	\$15,686	(1)	
Land Management Reviews	\$2,404	(3)	
Training/Staff Development	\$0	(1)	
Vehicle Purchase	\$0	(2)	
Vehicle Operation and Maintenance	\$601	(1)	
Other (Technical Reports, Data Management, etc.)	\$1,804	(1)	
Subtotal	\$20,496		
<u>Capital Improvements</u>			
New Facility Construction	\$26,455	(2)	
Facility Maintenance	\$86,747	(1)	
Subtotal	\$113,202		
<u>Visitor Services/Recreation</u>			
Info./Education/Operations	\$0	(1)	
<u>Law Enforcement</u>			
Resource protection	\$9	(1)	
Total	\$139,419 *		

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

Youngquist Parcel (CREW WEA) Management Plan Cost Estimate

Ten-year projection

<u>Resource Management</u>	<u>Expenditure</u>	<u>Priority</u>	<u>Priority schedule:</u>
Exotic Species Control	\$0	(1)	(1) Immediate (annual)
Prescribed Burning	\$0	(1)	(2) Intermediate (3-4 years)
Cultural Resource Management	\$0	(1)	(3) Other (5+ years)
Timber Management	\$0	(1)	
Hydrological Management	\$0	(1)	
Other (Restoration, Enhancement, Surveys, Monitoring, etc.)	\$36,984	(1)	
Subtotal	\$36,984		
<u>Administration</u>			
General administration	\$13,209	(1)	
<u>Support</u>			
Land Management Planning	\$137,819	(1)	
Land Management Reviews	\$6,883	(3)	
Training/Staff Development	\$0	(1)	
Vehicle Purchase	\$0	(2)	
Vehicle Operation and Maintenance	\$5,283	(1)	
Other (Technical Reports, Data Management, etc.)	\$15,850	(1)	
Subtotal	\$165,835		
<u>Capital Improvements</u>			
New Facility Construction	\$76,415	(2)	
Facility Maintenance	\$762,165	(1)	
Subtotal	\$838,580		
<u>Visitor Services/Recreation</u>			
Info./Education/Operations	\$0	(1)	
<u>Law Enforcement</u>			
Resource protection	\$80	(1)	
Total	\$1,054,688 *		

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

7 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” below are those that 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 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	✓		
• Exotic species control		✓	
• Mechanical vegetation treatment		✓	
• Public contact and educational facilities development			✓
• Prescribed burning		✓	
• Timber harvest activities	✓		
• Vegetation inventories		✓	

8 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 FWC, every effort is made to comply with Public Law 101 - 336, the Americans with Disabilities 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 Youngquist parcel are in compliance with the Conceptual State Lands Management Plan and its requirement for “balanced public utilization,” and are in compliance with the mission of FWC as described in its Agency Strategic Plan (Appendix 9.4). 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, 379, 403, 870, 373, 375, 378, 487, and 597 FS.

The FWC has developed and utilizes an Arthropod Control Plan for the Youngquist parcel in compliance with Chapter 388.4111 F.S. (Appendix 9.9). This plan was developed in cooperation with the local Lee County arthropod control agency. This plan is also in conformance with the Local Government Comprehensive Plan as approved and adopted for Lee County, Florida, (Appendix 9.10).

9 Appendices

9.1 Lease Agreement

DIVISION LOG # 3116

AGREEMENT NUMBER 09189

AGREEMENT ROUTING REVIEW FORM

CONTRACTOR BOT OF IITF AND FWC

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

PROJECT TITLE IITF LEASE #4627 - YOUNGQUIST PARCEL OF 10.01 AC - INC. HOUSE TO SERVE AS RESIDENCE (CREW WEA)

ORIGINATOR/CONTACT RICH MOSPENS PHONE 488-3831 x17289 DIV./OFFICE/MAIL HSC/THCR

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 EXECUTION END DATE 50-YRS AFTER 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: (1) Attach a copy of the State Project checklist or, for Existing State Projects, show the CSFA No. _____ CONTRACTS (2) Vendor/Recipient Checklist: Attached? Yes No - not a State Project per (1) Checklist

Table with 8 columns: ORG. CODE, E.O., OBJECT CODE, CATEGORY, AMOUNT, PROJECT ID, FY. The table is currently empty.

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 table with columns: Routing Order for Approval, Approval (Signature), Date, Comments. Includes rows for Project Leader, Budget Director, Contracts Administrator, Legal, Accounting, and Exec./Div./Reg./Inst. Dir. execute.

SAL2

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

10.01 acres

LEASE AGREEMENT

CORKSCREW REGIONAL ECOSYSTEM WATERSHED

Lease Number 4627

This lease is made and entered into this 2nd day of FEBRUARY, 2010, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by state agencies that may properly use and possess them for the benefit of the people of the State of Florida.

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

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease is situated in the County of Lee, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as "leased premises". Unless stated otherwise, all sovereignty lands located within the boundaries of Exhibit "A" shall be considered a part of leased premises.
3. TERM: The term of this lease shall be for a period of fifty years, commencing on FEBRUARY 2, 2010, and ending on FEBRUARY 1, 2060, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this lease.

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

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

7. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with Section 253.034, Florida Statutes, within twelve months of the effective date of this lease. The Management Plan shall be submitted for approval to the State of Florida Department of Environmental Protection, Division of State Lands, Office of Environmental Services, Mail Station 140, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition, which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

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

9. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, F.S., for any buildings and improvements located on the leased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this lease immediately upon erection of any structures as allowed by paragraph 4 of this lease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvements on the leased premises and any changes affecting the value of the improvements shall be submitted to the following: Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

10. LIABILITY: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibility under this lease or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims.

11. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

12. EASEMENTS: All easements including, but not limited to, utility

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easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

13. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

14. POST CLOSING RESPONSIBILITIES: In an effort to define responsibilities of LESSOR and LESSEE with regard to resolving post closing management issues, the parties agree to the following:

- a. After consultation with LESSEE, LESSOR agrees to provide the LESSEE with the title, survey and environmental products procured by LESSOR, prior to closing.
- b. LESSOR will initiate surveying services to locate and mark boundary lines of specific parcels when necessary for immediate agency management and will provide a boundary survey of the entire acquisition project at the conclusion of all acquisitions within the project boundary. Provided, however, LESSEE may request individual parcel boundary surveys, if necessary, prior to the conclusion of acquisition activities within the project boundaries.
- c. Unless otherwise agreed to by LESSEE, LESSOR shall at its sole cost and expense, make a diligent effort to resolve all issues pertaining to all title defects, survey matters or environmental contamination associated with the leased premises, including but not limited to trash and debris, which were either known or should have been reasonably known by LESSOR at the time LESSOR acquired the leased premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by LESSEE in resolving any issue in which LESSEE is named as a party in any litigation or other legal or administrative proceeding.

d. With regard to all title defects, survey matters, or environmental contamination associated with the leased premises which were not known or could not have been reasonably known by LESSOR at the time LESSOR acquired the leased premises, LESSOR and LESSEE agree to cooperate in developing an appropriate strategy for jointly resolving these matters. LESSOR acknowledges and understands that LESSEE is unable to commit any substantial amount of their routine operating funds for the resolution of any title defect, survey matter, or environmental contamination associated with the lease premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by LESSEE in resolving any issue in which LESSEE is named as a party in any litigation or other legal or administrative proceeding.

15. SURRENDER OF PREMISES: Upon termination or expiration of this lease LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, written notification shall be made to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of all or any part of the leased premises. Notification shall include a legal description, this lease number and an explanation of the release. The release shall only be valid if approved by LESSOR through execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon expiration or termination of this lease, all permanent improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the

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leased premises, a representative of the Division of State Lands shall perform an on-site inspection and the keys to any buildings on the leased premises shall be turned over to the Division. If the leased premises and improvements located thereon do not meet all conditions set forth in paragraphs 18 and 21 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

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

17. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

18. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

19. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

20. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose location, and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment placed on the leased premises by LESSEE which do not

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become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

21. MAINTENANCE OF IMPROVEMENTS: LESSOR shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canal, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

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

23. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty 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 this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

24. 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.

25. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited

to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

26. CONDITIONS AND COVENANTS: All of the provisions of this lease shall be deemed covenants running with the land included in the leased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

27. NOTICES: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida
Department of Environmental Protection
Bureau of Public Land Administration
Division of State Lands
3800 Commonwealth Boulevard, MS 130
Tallahassee, Florida 32399-3000

LESSEE: Florida Fish and Wildlife Conservation Commission
620 South Meridian Street, Room 321
Tallahassee, Florida 32399-1600

28. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing

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liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, 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.

29. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

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30. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease and LESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to Chapter 119, Florida Statutes.

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

32. 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.

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

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

35. 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.

36. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

37. SPECIAL CONDITIONS: The following special conditions shall apply to this lease: None.
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IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

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

Judy Woodard
Witness
Judy Woodard
Print/Type Witness Name
Alicia Buffin
Witness
Alicia Buffin
Print/Type Witness Name

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2ND day of FEBRUARY 2010, by Gloria C. Barber, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

David L. Fewell
Notary Public, State of Florida



Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: [Signature]
DEP Attorney

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

Stephanie French
Witness
Stephanie French
Print/Type Witness Name
Sidheia Thompson
Witness
Sidheia Thompson
Print/Type Witness Name

By: Gregory L. Holder (SEAL)
Gregory L. Holder
Type/Print/Name
Title: Asst. Exec. Dir.

STATE OF FLORIDA
COUNTY OF LEON

"LESSEE"
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Julie Dunbar
Commission Attorney

The foregoing instrument was acknowledged before me this 29 day of January 2010, by Greg Holder, as Asst. Exec. Dir., on behalf of the Florida Fish and Wildlife Conservation Commission, who is/are personally known to me or who has produced _____ as identification.

Kathleen L. Hampton
Notary Public, State of Florida
Kathleen L. Hampton
Print/Type Notary Name

Commission Number:

Commission Expires:

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

Prepared by/Return to:
Closing Specialist
South Florida Water Management District
3301 Gun Club Road, P. O. Box 24680
West Palm Beach, FL 33416-4680

Project: CREW
Tract Nos: FEE 09001-090
EASEMENT 09001-093, 09001-092, 09001-096

QUITCLAIM DEED

THIS INDENTURE made this 2nd day of October, 2009, between SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680, Palm Beach County, hereinafter referred to as Grantor, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, whose mailing address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399-3000, hereinafter referred to as Grantee.

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in Lee County, State of Florida, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference (collectively, the "Premises").

Acceptance of Transfer of Title to Donated Lands is attached hereto as Exhibit "C" and incorporated herein by reference.

The sole intent and purpose of this instrument is to quitclaim Grantor's interest in that portion of the Premises identified as Tract No. 09001-090 on Exhibit "A" to Grantee, its successors and assigns, together with a non-exclusive perpetual access easement in, over, across and through that portion of the Premises identified as Tract No. 09001-093 on Exhibit "A" and Tract Nos. 09001-092 and 09001-096 on Exhibit "B" for the purpose of access, ingress and egress to and from Tract No. 09001-090.

Exhibit "A"
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Access to and from a public road to Tract No. 09001-096 shall be via those certain existing easements appurtenant to the Premises over those certain lands identified as Tract Nos. 09001-092 and 09001-096 on Exhibit "B" attached hereto and incorporated herein by reference arising under (i) that certain Warranty Deed, dated November 13, 2000 and recorded in O.R. Book 3328, page 4113, by Harvey Youngquist and Timothy Youngquist a/k/a Timothy G. Youngquist in favor Grantor, and (ii) that certain instrument, dated January 24, 1985 and recorded in O.R. Book 1765, page 2163, by Ronald E. Inge, Trustee, in favor of Henry Youngquist and Timothy Youngquist, all in the public records of Lee County, Florida. Nothing contained herein shall be construed as a release of Grantor's interest in Tract Nos. 09001-092 and 09001-096 arising under the aforesaid access easements, which easements shall remain in full force and effect, and Grantee's interest in said tracts shall be subject thereto. Tract Nos. 09001-093, 09001-092 and 09001-096 shall hereinafter be collectively referred to as the "Access Easement Parcels". The easements referenced herein are non-exclusive and shall be used with due regard to the rights of other easement-holders to use and enjoy the Access Easement Parcels.

Grantee shall not install, construct or erect any utility lines (i.e. electric, telephone, gas, water or sewer) on, over, across or under the Access Easement Parcels or any other property owned by Grantor, without the prior written consent of the Grantor.

Grantee shall not have the right to improve or alter the Access Easement Parcels without the prior written approval of Grantor. However, Grantee, at its sole cost and expense, shall immediately repair any damage to the Access Easement Parcels arising from or caused by Grantee's or Grantee's employees', agents', contractors' or invitees' use of the Access Easement Parcels.

Grantee shall assist in the investigation of injury or damage claims either for or against Grantor pertaining to Grantee's use of the Access Easement Parcels. Subject to the limitations of liability set forth in Section 768.28, Florida Statutes, the Grantee shall be responsible for all personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the Grantee and its employees, agents and contractors arising from or relating to their use of the Access Easement Parcels for which it is found legally liable.

Grantor reserves the right to relocate, at its sole cost and expense, the access road located within the Access Easement Parcels at any time. In the event Grantor elects to relocate all or any portion of the access road to a location outside of the Access Easement Parcels pursuant to this paragraph, the parties hereto shall enter into a written agreement to reflect the new legal description of the Access Easement Parcel(s). Any such agreements shall be recorded in the public records of Lee County, Florida.

Grantee shall be responsible for unlocking and locking any and all gates across the Access Easement Parcels when Grantee's employees, agents, contractors or invitees enter or exit said easement areas.

Exhibit "A"
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The Grantor hereby reserves for itself and its successors the following perpetual Conservation Easement as defined in and in accordance with the provisions of Section 704.06, Florida Statutes (the "Conservation Easement") over all that portion of Tract No. 09001-090 excluding the existing buildings, driveway, parking areas and other improvements located thereon as of the date of this indenture (the "Conservation Easement Area"):

1. It is the purpose of this Conservation Easement to restore and retain land or water areas in their natural, vegetative, hydrologic, scenic, open or wooded condition and to restore and retain such areas as suitable habitat for fish, plants or wildlife. To carry out this purpose, the following rights are retained by Grantor by this Conservation Easement:
 - a. To enter upon the Conservation Easement Area at all times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the habitat restoration, use and quiet enjoyment of the Conservation Easement Area by Grantee at the time of such entry; and
 - b. To enjoin any activity on or use of the Conservation Easement Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use.
3. The following activities are prohibited in or on the Conservation Easement Area:
 - a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, except for maintenance roads;
 - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
 - c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation designated by the Florida Exotic Pest Plant Council as Category 1 or Category 2, without the prior written consent of the Grantor;
 - d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other substance or material, except in accordance with the written approval of Grantor;
 - e. Surface use except for purposes that permit the land or water area to remain in its natural condition, provided, however, that nothing herein shall prohibit Grantee from conducting any permitted wetland mitigation or habitat restoration on the Conservation Easement Area;

Exhibit "A"
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f. Activities detrimental to drainage, flood control, water management, conservation, environmental restoration, water storage, erosion control, soil conservation, reclamation, or fish and wildlife habitat preservation, or allied purposes;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Dairy operation of any type;

i. Acts or uses within Grantor's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Conservation Easement Area having historical, architectural, archaeological, or cultural significance.

4. **Passive Recreational Facilities.** Passive recreational uses that are not contrary to the purpose of this Conservation Easement shall be permitted:

a. The Grantee may conduct limited land clearing for the purpose of constructing such previous facilities as boardwalks or mulched walking trails.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantee shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. This Conservation Easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to prior written consent of the Grantor and all applicable federal, state, Grantor or local permitting requirements.

5. Grantor shall not be responsible for any costs of liabilities related to the operation, upkeep or maintenance of the Property.

6. **Hazardous Materials/Pollutants:** For purposes of this Conservation Easement, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product, or petroleum by-product as defined or regulated by environmental laws. "Disposal" and/or "Disposed" shall mean the release, storage, use, handling, discharge or

Exhibit "A"
Page 16 of 26 Pages
Lease No. 4627

disposal of such Pollutants in reportable quantities or prohibited amounts. "Environmental Laws" shall mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restriction. Neither the Grantee, nor its agents, licensees or invitees, shall cause the Disposal of any Pollutants upon the Conservation Easement Area. Grantee shall operate and occupy the Conservation Easement Area in compliance with all Environmental Laws. Any Disposal of such materials, whether caused by Grantee or any other third party, shall be reported to the Grantor immediately upon the knowledge thereof by the Grantee. The Grantee shall be solely responsible for the entire cost of cleanup of any Pollutants which are Disposed of or are otherwise discovered on the Conservation Easement Area or emanate from the Conservation Easement Area to adjacent lands as a result of the use of the Conservation Easement Area or surrounding lands by the Grantee, or its agents, licensees or invitees. While this paragraph establishes contractual liability for the Grantee regarding pollution of the Conservation Easement Area as provided herein, it does not alter or diminish any statutory or common law liability of the Grantee for such pollution.

7. Grantee shall strive to maintain the Conservation Easement Area at a maintenance level of exotic control (1% or less Category 1 and Category 2 exotics, as designated by the Florida Exotic Pest Plant Council, on site), subject to budgetary approval.

8. Each party shall be responsible for any costs it incurs in enforcing, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement.

9. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the discretion of Grantor, and any forbearance on behalf of Grantor to exercise its rights hereunder in the event of any breach hereof by Grantee, shall not be deemed or construed to be a waiver of Grantor's rights hereunder.

10. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby.

11. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly delivered only 1) on the date delivered, if by personal delivery, or 2) if mailed by certified mail/return receipt request, then the date the return receipt is signed or delivery is refused or the mail is designated by the postal authorities as not deliverable, as the case may be, or 3) one day after mailing by any form of overnight mail service.

13. The terms, conditions, restrictions, provisions and purpose of this Conservation Easement shall be inserted by Grantee in any subsequent deed or

Exhibit "A"
Page 17 of 26 Pages
Lease No. 4627

other legal instrument by which Grantee divests itself of any interest in the Property.

14. This Conservation Easement may only be amended, altered, released or revoked by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which agreement shall be filed in the public records in Lee County, Florida.

All the terms and restrictions herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors, and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the Premises, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns forever.

Exhibit "A"
Page 18 of 26 Pages
Lease No. 4627

IN WITNESS WHEREOF, the SOUTH FLORIDA WATER MANAGEMENT DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chairman of said Board and attested by its District Clerk/Secretary, at West Palm Beach, Palm Beach County, State of Florida.

GRANTOR:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

(Corporate Seal)



BY: [Signature]
Eric Buermann, Chairman

ATTEST:

[Signature]
Jacki McGorty, Secretary/District Clerk

Form Approved By:

[Signature]
South Florida Water Management District Counsel

Date: 9-22-09

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2 day of October 2009, by Eric Buermann, Chairman of the Governing Board of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.



Notary Public
Cathy Walden
Print
My Commission Expires 6/25/10

Exhibit "A"
Page 19 of 26 Pages
Lease No. 4627

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2 day of October, 2009, by Jacki McGorty, Secretary/District Clerk of the Governing Board of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.



Notary Public
Cathy Widnes
Print
My Commission Expires: 6/25/2010

Exhibit "A"
Page 20 of 26 Pages
Lease No. 4627

Exhibit A
Tract No. 09001-098

Corkscrew Regional Ecosystem Watershed
South Florida Water Management District
Parcel Description

A parcel of land lying in the north half of Section 36, Township 46 South, Range 27 East, Lee County, Florida, more particularly described as follows:

COMMENCING at a 4"x4" Collier Company style concrete monument marking the North One Quarter Corner of said Section 36;
run along the north line of the Northeast Quarter of said Section 36, N89°10'54"E, for 370.35 feet to a point of curvature;
thence 98.59 feet along the arc of a circular curve, concave to the southwest, having a radius of 60.00 feet, a central angle of 94°08'44" and a chord of 87.86 feet, bearing S43°44'44"E, to a point of tangency;
thence S03°19'38"W, for 211.52 feet;
thence S05°24'15"W, for 424.20 feet;
thence S00°02'44"E, for 38.90 feet;
thence S06°15'47"E, for 115.67 feet;
thence S05°09'49"W, for 78.48 feet;
thence S14°54'47"E, for 76.79 feet;
thence S47°19'54"E, for 198.21 feet;
thence S42°40'06"W, for 73.09 feet;
thence N47°19'54"W, for 63.50 feet to a 5/8" iron rod with cap stamped "SMT LB 6627" and the POINT OF BEGINNING;
thence S47°19'54"E, for 162.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627";
thence N42°40'06"E, for 521.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627";
thence S47°19'54"E, for 600.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627";
thence S42°40'06"W, for 683.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627";
thence N47°19'54"W, for 762.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627";
thence N42°40'06"E, for 162.00 feet to the POINT OF BEGINNING

James S. Richmond, PSM 4118
SOUTHERN MAPPING TECHNOLOGY, INC. LB 6627
SMT File # 2008031

BSM
By R.B. Date 4.17.07

Exhibit "A"
Page 21 of 26 Pages
Lease No. 4627

Exhibit "A"
Lease No. 09001-003

Corkscrew Regional Ecosystem Watershed
South Florida Water Management District
Ingress and Egress Easement Description

A perpetual non-exclusive easement for ingress and egress over, across, and through a strip of land lying in the north half of Section 36, Township 46 South, Range 27 East, Lee County, Florida, more particularly described as follows:

BEGINNING at a 4"x4" Collier Company style concrete monument marking the North One Quarter Corner of said Section 36;
run along the north line of the Northeast Quarter of said Section 36, N89°10'54"E, 370.35 feet to a point of curvature;
thence 98.59 feet along the arc of a circular curve, concave to the southwest, having a radius of 60.00 feet, a central angle of 94°08'44", and a chord of 87.86 feet, bearing S43°44'44"E, to a point of tangency;
thence S03°19'38"W, for 211.52 feet;
thence S05°24'15"W, for 424.20 feet;
thence S00°02'44"E, for 38.90 feet;
thence S06°15'47"E, for 115.67 feet;
thence S05°09'49"W, for 78.48 feet;
thence S14°54'47"E, for 76.79 feet;
thence S47°19'54"E, for 198.21 feet;
thence S42°40'06"W, for 73.09 feet;
thence N47°19'54"W, for 63.50 feet to a 5/8" iron rod with cap stamped "SMT LB 6627";
thence N42°40'06"E, for 33.09 feet;
thence N47°19'54"W, for 109.03 feet;
thence N14°54'47"W, for 123.45 feet;
thence N05°09'49"E, for 80.02 feet;
thence N06°15'47"W, for 114.76 feet;
thence N00°02'44"W, for 40.94 feet;
thence N05°24'15"E, for 424.79 feet;
thence N03°19'38"E, for 190.38 feet to a point of curvature;
thence 82.16 feet along the arc of a circular curve, concave to the southwest, having a radius of 50.00 feet, a central angle of 94°08'44", and a chord of 73.22 feet, bearing N43°44'44"W, to a point of tangency;
thence S89°10'54"W, for 358.88 feet;
thence S89°09'08"W, for 290.43 feet;
thence S86°21'55"W, for 156.33 feet;
thence S88°43'07"W, for 1131.17 feet;
thence N82°55'24"W, for 117.25 feet;
thence S89°09'08"W, for 76.01 feet;

BSM
By RB Date 4.17.09

Exhibit "A"
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Lease No. 4627

Corkscrew Regional Ecosystem Watershed
South Florida Water Management District
Ingress and Egress Easement Description
Continuation

thence S73°27'15"W, for 156.22 feet;
thence S84°03'42"W, for 95.20 feet;
thence S89°09'46"W, for 656.96 feet to a point on the west line of the Northwest Quarter of said Section 36;
thence N01°01'53"W, along said west line for 80.60 feet to a 4"x4" Collier Company style concrete monument marking the Northwest Corner of said Section 36;
thence N89°09'08"E, along the north line of the Northwest Quarter of said Section 36, for 20.00 feet;
thence S22°29'42"E, for 54.44 feet;
thence N89°09'46"E, for 615.81 feet;
thence N64°03'42"E, for 91.07 feet;
thence N73°27'15"E, for 157.57 feet to a point on the north line of the Northwest Quarter of said Section 36;
thence N89°09'08"E, along said north line, for 82.22 feet;
thence S82°55'24"E, for 117.14 feet;
thence N88°43'07"E, for 1128.37 feet;
thence N86°21'55"E, for 156.45 feet to a point on the north line of the Northwest Quarter of said Section 36;
thence N89°09'08"E, along said north line, for 291.17 feet to the POINT OF BEGINNING

James S. Richmond, PSM 4118
SOUTHERN MAPPING TECHNOLOGY, INC. L.B. 6627
SMT File # 2008031

BSM
By LB Date 6.17.0

Exhibit "A"
Page 23 of 26 Pages
Lease No. 4627

Exhibit "B"
Tract No. 09001-092

An easement for ingress and egress over the West 20.00 Feet of the South 30.00 Feet of Section 25, Township 46 South, Range 27 East in Lee County, Florida, as recorded in Official Book 3328, Page 4107 (Exhibit B) of the Public Record of said Lee County.

CERTIFICATION

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID

I HEREBY CERTIFY that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

I FURTHER CERTIFY that this description meets the applicable MINIMUM TECHNICAL STANDARDS FOR SURVEYS set forth by the FLORIDA BOARD OF SURVEYORS AND MAPPERS pursuant to section 473.021 FLORIDA STATE STATUTES. NO SEARCH OF THE PUBLIC RECORDS has been made by this office.

Date of Signature: *12/13/08*
[Signature]

RICHARD E. BARNES, JR.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5173

Section 25
 Township 46 South
 Range 27 East
 LEE COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 Gun Club Rd West Palm Beach, Florida 33406	
TRACT NO. 09001-092	
ORB 3128, Pg 4111	
Folio: 2546270000010028	CREW/SEF/WMD
Prepared By: <i>jms</i>	Date: 9/12/08
Document Name: <i>Legal/crew/09001-092.lg.doc</i>	

BSM
 By *EB* Date *4.17.09*

Exhibit "A"
Page 24 of 26 Pages
Lease No. 4627

Exhibit "B"
Tract No. 09001-096

A non-exclusive perpetual easement for ingress and egress over the Easterly 20.00 Feet of Section 26, Township 46 South, Range 27 East in Lee County, Florida, as recorded in Official Book 1765, Page 2163 of the Public Record of said Lee County.

CERTIFICATION

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

I HEREBY CERTIFY that the description of the property shown herein was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

I FURTHER CERTIFY that this description meets the applicable MINIMUM TECHNICAL STANDARDS FOR SURVEYS set forth by the FLORIDA BOARD OF SURVEYORS AND MAPPERS pursuant to section 472.027 FLORIDA STATUTES. NO SEARCH OF THE PUBLIC RECORDS has been made by this office.

Date of Signature: *[Signature]*
11/24/08

RICHARD E. BARNES JR.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 3173

Section 26
 Township 46 South
 Range 27 East
 LEE COUNTY

SOUTH FLORIDA WATER MANGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 Gun Club Rd West Palm Beach, Florida 33406	
TRACT NO. 09001-096	
ORB 1765, Pg 2163	
Folio: 2646270000001000	CREW/SFWMD
Prepared By: ESR	Date: 12/23/2008
Document Name: J:\egals\crew\09001-096.lgl	

BSM
 By *RB* Date *5.5.09*

Exhibit "A"
 Page 25 of 26 Pages
 Lease No. 4627

EXHIBIT "C"

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

Daphne Thomas
(SIGNATURE OF FIRST WITNESS)

Daphne Thomas
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

[Signature]
(SIGNATURE OF SECOND WITNESS)

John Patrick Robinson
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

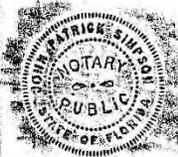
BY: Patrick Cowen
Patrick Cowen, OMC Manager
DIVISION OF STATE LANDS,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION, as agent for and on behalf
of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

10/27/2009
Date Signed

STATE OF FLORIDA _____
COUNTY OF LEON _____

The foregoing instrument was acknowledged before me this 27th day of October, 2009, by Patrick Cowen, OMC Manager, 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. He is personally known to me.

(NOTARY PUBLIC SEAL)



APPROVED FOR CLOSING

OCT 21 2009

WCR
BY: WILLIAM C. ROBINSON, JR.

[Signature]
Notary Public

John Patrick Robinson
(Printed, Typed, or Stamped Name of Notary Public)

Commission No. DD864120

My Commission Expires: 3/11/13

Exhibit "A"
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Lease No. 4627



Florida Department of Environmental Protection

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

February 3, 2010

Richard Mospens
Florida Fish and Wildlife Conservation Commission
FFWCC, Room 321
620 South Meridian Street
Tallahassee, Florida 32399-1600

RE: **Lease Number 4627**
Corkscrew Regional Ecosystem Watershed

Dear Mr. Mospens:

Enclosed is a fully executed original to Lease number 4627 for your records. If you have any questions, please contact me at (850) 245-2720 extension 4752 or by emailing me at david.fewell@dep.state.fl.us.

Sincerely,

David Fewell
Land Acquisition Agent
Bureau of Public Land Administration
Division of State Lands

dlf/
Enclosures (Instrument)
#15815

"More Protection. Less Process"
www.dep.state.fl.us

Mospens, Richard

From: Mospens, Richard
Sent: Wednesday, February 17, 2010 12:14 PM
To: 'Fewell, David'
Subject: FW: CREW/Youngquist House Lease

Dave,
Here is a simple answer to your question of an address for the new CREW lease #4627. -- Rich

From: Ward, Marsha
Sent: Wednesday, February 17, 2010 9:53 AM
To: Mospens, Richard
Subject: FW: CREW/Youngquist House Lease

Hi Rich,

Here you go.

Thanks, Marsha

From: Bozzo, Joseph
Sent: Wednesday, February 17, 2010 9:28 AM
To: Ward, Marsha
Subject: RE: CREW/Youngquist House Lease

Marsha,

A seemingly simple question. The simple answer is 23998 Corkscrew Road, Estero, FL 33928. However, with the addition of FWC there are now at least 4 entities with the same address.

Joe

From: Ward, Marsha
Sent: Tuesday, February 16, 2010 8:35 PM
To: Bozzo, Joseph
Subject: FW: CREW/Youngquist House Lease

Hey Joe,

Can you help with the below question?

Thanks, Marsha

From: Mospens, Richard
Sent: Tuesday, February 16, 2010 9:28 AM
To: Ward, Marsha
Subject: CREW/Youngquist House Lease

Marsha,
Do you by chance have a street address for the concerned house. DSL is asking for the information. Thanks. -- Rich



January 29, 2010

Florida Fish and Wildlife Conservation Commission

Commissioners
Rodney Barreto
Chair
Miami

Kathy Barco
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

Victor J. Heller
Assistant Executive Director

Karen Ventimiglia
Deputy Chief of Staff

Division of Habitat and Species Conservation
Timothy A. Breault
Director
(850)488-3831
(850)921-7793 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

Mr. David Fewell
Department of Environmental Protection
Division of State Land
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000

Re: New Lease No. 4627 (FWC Contract #09189) between the Board of Trustees of the Internal Improvement Trust Fund and the Florida Fish and Wildlife Conservation Commission, 10.01 Acre Youngquist Parcel, CREW Wildlife and Environmental Area

Dear Dave:

Included herewith please find three originals of the referenced new IITF Lease, which is ready for execution on behalf of IITF.

Upon the originals being fully executed, please return one fully executed original of the lease to me for our files. Thank you.

Sincerely,

Richard C. Mospens
Conservation Land Manager

RCM/
enclosures

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

MEMORANDUM

Date: January 26, 2010

To: Contract Reviewers

From: Rich Mospens 
HSC/THCR

RE: New Lease No. 4627 (FWC Contract #09189) between the Board of Trustees of the Internal Improvement Trust Fund and the Florida Fish and Wildlife Conservation Commission, 10.01 Acre Youngquist Parcel, CREW Wildlife and Environmental Area

Attached for your review are three originals of the referenced new lease, which will encompass 10.01 acres that surround what is referred to as the Youngquist house. The house will serve as a residence for an FWC employee. Included is the routing form and an aerial of the subject parcel.

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.



Florida Department of Environmental Protection

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

January 13, 2010

Florida Fish and Wildlife
Conservation Commission
Attn: Rich Mospens
620 South Meridian Street, Room 321
Tallahassee, Florida 32399-1600

RE: *Corkscrew Regional Ecosystem Watershed*

Dear Mr. Mospens:

Enclosed are three (3) original lease instruments for new lease number **4627** that requires acceptance by notarized signature by the appropriate party (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the name of the person executing the instruments, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please have the enclosed lease instruments executed and return all originals to my attention at the letterhead address above, Mail Station 130. Upon receipt and acceptance, we will transmit the lease instruments for final departmental execution and a fully executed copy will be provided to you for your records.

Thank you for your assistance. If you have any questions, feel free to give me a call at (850) 245-2720, extension 4752 or e-mail me at david.fewell@dep.state.fl.us.

Sincerely,

David Fewell
Land Acquisition Agent
Bureau of Public Land Administration
Division of State Lands

dlf/
Enclosures (Instruments)
#15815

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www.dep.state.fl.us

Mospens, Richard

From: Ward, Marsha
Sent: Thursday, December 10, 2009 10:34 AM
To: Mospens, Richard
Cc: Jermyn, Dale; Hornsby, Margie; Scott, Judy; Johnson, David; Brooks, Mike; Bozzo, Joseph
Subject: RE: CREW/Youngquist House Lease
Attachments: Youngquist NRM.pdf

Hi Rich,

Thank you for the information. There is only one structure (the Youngquist house) that is within the donated 10 acre property block. The aerial photograph in the attached document outlines the area and the house. Please let me know if you need anything else from me.

Thanks! Marsha

From: Mospens, Richard
Sent: Wednesday, December 09, 2009 5:19 PM
To: Ward, Marsha
Cc: Jermyn, Dale; Hornsby, Margie; Scott, Judy
Subject: RE: CREW/Youngquist House Lease

Marsha,

Dale passed along your inquiry. I contacted DSL and my contact had just received the file. He is to prepare the lease and let me know once it is ready for our execution. I will work to expedite its processing. I will separately forward along the closing notification I received back in October to ensure you are aware of the special conditions that are in the quitclaim deed. It appears from my viewing an aerial photo that there are several buildings. I was only aware of there being a house. Please let me know what structures are there. We will need to get them on Property's rolls ASAP. Technically, we should be conducting interim management activities now since we are committed to managing the property. I have attached a list of the allowed activities. Let me know if you have any questions. -- Rich

From: Jermyn, Dale
Sent: Monday, November 30, 2009 3:38 PM
To: Mospens, Richard
Subject: FW: CREW/Youngquist House Lease

Richard,

Need some insight on this one? I assume you were involved with this one?

d

From: Ward, Marsha
Sent: Monday, November 30, 2009 3:37 PM
To: Jermyn, Dale
Cc: Bozzo, Joseph
Subject: CREW/Youngquist House Lease

Hi Dale,

Mospens, Richard

From: Houston, Tom
Sent: Wednesday, October 28, 2009 12:39 PM
To: Cochran, Gary; Mospens, Richard
Subject: FW: Youngquist Donation
Attachments: image001.gif; image002.gif; Closing Notif.Youngquist.doc; Crew_0001.pdf

We did it. Youngquist is now closed as of yesterday. 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 (850) 245-2719

Daphne.Thomas@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

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: Ward, Marsha
Sent: Thursday, December 10, 2009 10:34 AM
To: Mospens, Richard
Cc: Jermyn, Dale; Hornsby, Margie; Scott, Judy; Johnson, David; Brooks, Mike; Bozzo, Joseph
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To: Ward, Marsha
Cc: Jermyn, Dale; Hornsby, Margie; Scott, Judy
Subject: RE: CREW/Youngquist House Lease

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Sent: Monday, November 30, 2009 3:38 PM
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Subject: FW: CREW/Youngquist House Lease

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d

From: Ward, Marsha
Sent: Monday, November 30, 2009 3:37 PM
To: Jermyn, Dale
Cc: Bozzo, Joseph
Subject: CREW/Youngquist House Lease

Hi Dale,

NOTIFICATION OF CLOSING/Donation

PROJECT:	Corkscrew Regional Ecosystem Watershed
FLORIDA FOREVER:	Yes
BLA REVIEW NO.:	326412
PARCEL/DONOR:	South Florida Water Management District (FKA Youngquist)
COUNTY:	Lee
CLOSED DATE (Accepted):	October 27, 2009
ASSESSED VALUE:	\$275,000.00
IMPROVED VALUE:	N/A
BSM APPROVED ACRES:	10.01
TAX IDENTIFICATION NO:	36-46-27-00-00001.0000
MANAGING AGENCY:	Florida Fish and Wildlife Conservation Commission
LANDMARK/LOCATION:	N/A

Prepared by/Return to:
Closing Specialist
South Florida Water Management District
3301 Gun Club Road, P. O. Box 24680
West Palm Beach, FL 33416-4680

Project: CREW
Tract Nos: FEE 09001-090
EASEMENT 09001-093, 09001-092, 09001-096

QUITCLAIM DEED

THIS INDENTURE made this 1st day of October, 2009, between SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416- 4680, Palm Beach County, hereinafter referred to as Grantor, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, whose mailing address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399-3000, hereinafter referred to as Grantee.

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in Lee County, State of Florida, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference (collectively, the "Premises").

Acceptance of Transfer of Title to Donated Lands is attached hereto as Exhibit "C" and incorporated herein by reference.

The sole intent and purpose of this instrument is to quitclaim Grantor's interest in that portion of the Premises identified as Tract No. 09001-090 on Exhibit "A" to Grantee, its successors and assigns, together with a non-exclusive perpetual access easement in, over, across and through that portion of the Premises identified as Tract No. 09001-093 on Exhibit "A" and Tract Nos. 09001-092 and 09001-096 on Exhibit "B" for the purpose of access, ingress and egress to and from Tract No. 09001-090.

Access to and from a public road to Tract No. 09001-096 shall be via those certain existing easements appurtenant to the Premises over those certain lands identified as Tract Nos. 09001-092 and 09001-096 on Exhibit "B" attached hereto and incorporated herein by reference arising under (i) that certain Warranty Deed, dated November 13, 2000 and recorded in O.R. Book 3328, page 4113, by Harvey Youngquist and Timothy Youngquist a/k/a Timothy G. Youngquist in favor Grantor, and (ii) that certain instrument, dated January 24, 1985 and recorded in O.R. Book 1765, page 2163, by Ronald E. Inge, Trustee, in favor of Henry Youngquist and Timothy Youngquist, all in the public records of Lee County, Florida. Nothing contained herein shall be construed as a release of Grantor's interest in Tract Nos. 09001-092 and 09001-096 arising under the aforesaid access easements, which easements shall remain in full force and effect, and Grantee's interest in said tracts shall be subject thereto. Tract Nos. 09001-093, 09001-092 and 09001-096 shall hereinafter be collectively referred to as the "Access Easement Parcels". The easements referenced herein are non-exclusive and shall be used with due regard to the rights of other easement-holders to use and enjoy the Access Easement Parcels.

Grantee shall not install, construct or erect any utility lines (i.e. electric, telephone, gas, water or sewer) on, over, across or under the Access Easement Parcels or any other property owned by Grantor, without the prior written consent of the Grantor.

Grantee shall not have the right to improve or alter the Access Easement Parcels without the prior written approval of Grantor. However, Grantee, at its sole cost and expense, shall immediately repair any damage to the Access Easement Parcels arising from or caused by Grantee's or Grantee's employees', agents', contractors' or invitees' use of the Access Easement Parcels.

Grantee shall assist in the investigation of injury or damage claims either for or against Grantor pertaining to Grantee's use of the Access Easement Parcels. Subject to the limitations of liability set forth in Section 768.28, Florida Statutes, the Grantee shall be responsible for all personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the Grantee and its employees, agents and contractors arising from or relating to their use of the Access Easement Parcels for which it is found legally liable.

Grantor reserves the right to relocate, at its sole cost and expense, the access road located within the Access Easement Parcels at any time. In the event Grantor elects to relocate all or any portion of the access road to a location outside of the Access Easement Parcels pursuant to this paragraph, the parties hereto shall enter into a written agreement to reflect the new legal description of the Access Easement Parcel(s). Any such agreements shall be recorded in the public records of Lee County, Florida.

Grantee shall be responsible for unlocking and locking any and all gates across the Access Easement Parcels when Grantee's employees, agents, contractors or invitees enter or exit said easement areas.

The Grantor hereby reserves for itself and its successors the following perpetual Conservation Easement as defined in and in accordance with the provisions of Section 704.06, Florida Statutes (the "Conservation Easement") over all that portion of Tract No. 09001-090 excluding the existing buildings, driveway, parking areas and other improvements located thereon as of the date of this indenture (the "Conservation Easement Area"):

1. It is the purpose of this Conservation Easement to restore and retain land or water areas in their natural, vegetative, hydrologic, scenic, open or wooded condition and to restore and retain such areas as suitable habitat for fish, plants or wildlife. To carry out this purpose, the following rights are retained by Grantor by this Conservation Easement:

a. To enter upon the Conservation Easement Area at all times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the habitat restoration, use and quiet enjoyment of the Conservation Easement Area by Grantee at the time of such entry; and

b. To enjoin any activity on or use of the Conservation Easement Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use.

3. The following activities are prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, except for maintenance roads;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation designated by the Florida Exotic Pest Plant Council as Category 1 or Category 2, without the prior written consent of the Grantor;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other substance or material, except in accordance with the written approval of Grantor;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition, provided, however, that nothing herein shall prohibit Grantee from conducting any permitted wetland mitigation or habitat restoration on the Conservation Easement Area;

f. Activities detrimental to drainage, flood control, water management, conservation, environmental restoration, water storage, erosion control, soil conservation, reclamation, or fish and wildlife habitat preservation, or allied purposes;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Dairy operation of any type;

i. Acts or uses within Grantor's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Conservation Easement Area having historical, architectural, archaeological, or cultural significance.

4. **Passive Recreational Facilities.** Passive recreational uses that are not contrary to the purpose of this Conservation Easement shall be permitted:

a. The Grantee may conduct limited land clearing for the purpose of constructing such pervious facilities as boardwalks or mulched walking trails.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantee shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. This Conservation Easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to prior written consent of the Grantor and all applicable federal, state, Grantor or local permitting requirements.

5. Grantor shall not be responsible for any costs of liabilities related to the operation, upkeep or maintenance of the Property.

6. **Hazardous Materials/Pollutants:** For purposes of this Conservation Easement, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product, or petroleum by-product as defined or regulated by environmental laws. "Disposal" and/or "Disposed" shall mean the release, storage, use, handling, discharge or

disposal of such Pollutants in reportable quantities or prohibited amounts. "Environmental Laws" shall mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restriction. Neither the Grantee, nor or its agents, licensees or invitees, shall cause the Disposal of any Pollutants upon the Conservation Easement Area. Grantee shall operate and occupy the Conservation Easement Area in compliance with all Environmental Laws. Any Disposal of such materials, whether caused by Grantee or any other third party, shall be reported to the Grantor immediately upon the knowledge thereof by the Grantee. The Grantee shall be solely responsible for the entire cost of cleanup of any Pollutants which are Disposed of or are otherwise discovered on the Conservation Easement Area or emanate from the Conservation Easement Area to adjacent lands as a result of the use of the Conservation Easement Area or surrounding lands by the Grantee, or its agents, licensees or invitees. While this paragraph establishes contractual liability for the Grantee regarding pollution of the Conservation Easement Area as provided herein, it does not alter or diminish any statutory or common law liability of the Grantee for such pollution.

7. Grantee shall strive to maintain the Conservation Easement Area at a maintenance level of exotic control (1% or less Category 1 and Category 2 exotics, as designated by the Florida Exotic Pest Plant Council, on site), subject to budgetary approval.

8. Each party shall be responsible for any costs it incurs in enforcing, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement.

9. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the discretion of Grantor, and any forbearance on behalf of Grantor to exercise its rights hereunder in the event of any breach hereof by Grantee, shall not be deemed or construed to be a waiver of Grantor's rights hereunder.

10. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby.

11. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly delivered only 1) on the date delivered, if by personal delivery, or 2) if mailed by certified mail/return receipt request, then the date the return receipt is signed or delivery is refused or the mail is designated by the postal authorities as not deliverable, as the case may be, or 3) one day after mailing by any form of overnight mail service.

13. The terms, conditions, restrictions, provisions and purpose of this Conservation Easement shall be inserted by Grantee in any subsequent deed or

other legal instrument by which Grantee divests itself of any interest in the Property

14. This Conservation Easement may only be amended, altered, released or revoked by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which agreement shall be filed in the public records in Lee County, Florida.

All the terms and restrictions herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors, and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the Premises, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the SOUTH FLORIDA WATER MANAGEMENT DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chairman of said Board and attested by its District Clerk/Secretary, at West Palm Beach, Palm Beach County, State of Florida.

GRANTOR:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD



(Corporate Seal)

BY: [Signature]
Eric Buermann, Chairman

ATTEST:

[Signature]
Jacki McGorty, Secretary/District Clerk

Form Approved By:

[Signature]
South Florida Water Management District Counsel

Date: 9-22-09

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2 day of Oct 2009, 2009, by Eric Buermann, Chairman of the Governing Board of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.



Notary Public
[Signature]
Print
My Commission Expires: 6/25/2010

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2 day of October, 2009, by Jacki McGorty, Secretary/District Clerk of the Governing Board of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.



Notary Public
Cathy Widnes
Print
My Commission Expires: 6/25/2010

Exhibit "B"
Tract No. 09001-092

An easement for ingress and egress over the West 20.00 Feet of the South 30.00 Feet of Section 25, Township 46 South, Range 27 East in Lee County, Florida, as recorded in Official Book 3328, Page 4107 (Exhibit B) of the Public Record of said Lee County.

CERTIFICATION

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

I HEREBY CERTIFY that the description of the property shown herein was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

I FURTHER CERTIFY that this description meets the applicable MINIMUM TECHNICAL STANDARDS FOR SURVEYS set forth by the FLORIDA BOARD OF SURVEYORS AND MAPPERS pursuant to section 472.027 FLORIDA STATE STATUTES. NO SEARCH OF THE PUBLIC RECORDS has been made by this office.

Date of Signature: *12/23/08*

[Signature]
RICHARD E. BARNES, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5173

Section 25
Township 46 South
Range 27 East
LEE COUNTY

SOUTH FLORIDA WATER MANGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 Gun Club Rd West Palm Beach, Florida 33406		
TRACT NO. 09001-092		
ORB 3328, Pg 4111		
Folio: 25462700000610020	CREW/SFWMD	
Prepared By: jma	Date: 9/12/08	Document Name: legal/crew/09001-092 lgi doc

ESL
By *RB* Date *4.17.09*

Exhibit 'B'
Tract No. 09001-096

A non-exclusive perpetual easement for ingress and egress over the Easterly 20.00 Feet of Section 26, Township 46 South, Range 27 East in Lee County, Florida, as recorded in Official Book 1765, Page 2163 of the Public Record of said Lee County.

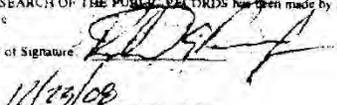
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I HEREBY CERTIFY that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

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Date of Signature



RICHARD E. BARNES II
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5173

Section 26
Township 46 South
Range 27 East
LEE COUNTY

SOUTH FLORIDA WATER MANGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT
3301 Gun Club Rd
West Palm Beach, Florida 33406

TRACT NO. 09001-096

ORB 1765, Pg 2163		
Folio: 2646270000001000	CREW: SFWMD	
Prepared By: FSR	Date: 12/23/2008	Document Name: legal\crew\09001-096.lg

R.E. Barnes II

EXHIBIT "C"

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

Daphne Thomas
(SIGNATURE OF FIRST WITNESS)

Daphne Thomas
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

[Signature]
(SIGNATURE OF SECOND WITNESS)

William F. Robinson, Jr.
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

BY: Patrick Cowen
Patrick Cowen, OMC Manager
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

10/27/2009
Date Signed

STATE OF FLORIDA _____)
COUNTY OF LEON _____)

The foregoing instrument was acknowledged before me this 27th day of October, 2009, by, Patrick Cowen, OMC Manager, 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)



[Signature]
Notary Public

John Patrick Simpson
(Printed, Typed, or Stamped Name of Notary Public)

Commission No.: 22869

My Commission Expires: 3/11/13

APPROVED FOR CLOSING

OCT 21 2009

WCR
BY: WILLIAM C. ROBINSON, JR.



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: September 1, 2009

TO: Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida

THROUGH: Katie Flanagan, Director
Office of Cabinet Affairs

FROM: Deborah Poppell, Director *mpf*
Division of State Lands

SUBJECT: Negative Response Memorandum for the
South Florida Water Management District Donation
of the Youngquist Parcel

ISSUE:

The South Florida Water Management District (SFWMD) desires to convey to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (BOT), a 10-acre parcel (which includes a residence) located in the "Corkscrew Regional Ecosystem Watershed" Florida Forever Project area. Said parcel would be for use and management by the Florida Fish and Wildlife Conservation Commission (FWC). The SFWMD has included certain conditions, obligations, requirements and encumbrances, including specifically, but not by way of limitation, a conservation easement ("deed conditions") in the proposed deed by which the subject property will be conveyed to the BOT (the "deed of conveyance"). The purpose of the conservation easement is to retain and restore the donation parcel (excluding the existing building, driveway, parking areas, and other improvements) in its natural condition.

SUMMARY:

SFWMD acquired title to a large agricultural tract containing a 3 bedroom, 2-story house (with a carport underneath the house) in Lee County, Florida. SFWMD intended to use the residence for an office; however, it was determined that the house was not suitable for an office because it did not meet commercial building or Americans with Disabilities Act standards, and the cost estimate to bring the house into compliance was in excess of \$900,000. SFWMD desires to either demolish the house or donate it to the BOT for use by FWC, which intends to house local employee(s) on the subject property. The donation of the house to the BOT for use by FWC would save the SFWMD costs associated with demolition, hauling and dumping fees.

Negative Response Memorandum
Page Two
September 1, 2009

This area of Lee County is zoned for one house per 10 acres. Therefore, in addition to the house, SFWMD will also donate 10 acres to the BOT. The Bureau of Appraisal within the Department of Environmental Protection's Division of State Lands has prepared an in-house opinion of value for \$275,000 for the house and land in its "as is" condition.

This property was purchased by SFWMD with mitigation funds. Therefore, the deed proposed by SFWMD reserves a conservation easement that imposes certain limitations and conditions. Examples of these conditions include the right to enter the conservation easement area at all times with any necessary equipment or vehicles to enforce the conservation easement and a prohibition against the removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation which requires the written consent of SFWMD. The attached quitclaim deed contains a complete listing of the terms and conditions of the conservation easement.

At the request of DSL, FWC has executed an Agreement Regarding Acceptance of Donation, wherein FWC has agreed to accept the responsibility for complying with the deed conditions. FWC is also responsible for payment of any damages, costs and expenses attributable to FWC's failure to fully comply with the deed conditions (see attached Agreement), subject to a legislative appropriation to pay such damages, costs and expenses. Because of the BOT's past reluctance to accept lands encumbered by a conservation easement, DSL is requesting approval from the BOT prior to accepting this donation.

ACTION/ASK:

FWC management has concluded the deed conditions do not conflict with current management practices, nor does FWC foresee any issues complying with the deed conditions. Unless the BOT chooses to decline this donation, DSL will execute the attached Agreement on behalf of the BOT and will proceed to close the transaction which will vest title to the donated parcel in the BOT, subject to the deed conditions.

KEY DATES & CONTACTS:

Should the Board of Trustees object to this course of action, please contact Lynda Godfrey in the Bureau of Land Acquisition at (850) 245-2555 within 10 business days of this notice (by September 16, 2009).

DP/dt

Attachments: Proposed Deed with Restrictions

FWC Agreement Regarding Acceptance of Donation

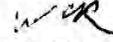
cc: Lynda Godfrey, Chief, Bureau of Land Acquisition

Gary Cochran, Conservation Acquisition and Planning Administrator, FWC

APPROVED FOR CLOSING

AUG 19 2009

Prepared by/Return to:
Closing Specialist
South Florida Water Management District
3301 Gun Club Road, P. O. Box 24680
West Palm Beach, FL 33416-4680


BY: WILLIAM C. ROBINSON, JR.

Project: CREW
Tract Nos: FEE 09001-090
EASEMENT 09001-093, 09001-092, 09001-096

QUITCLAIM DEED

THIS INDENTURE made this _____ day of _____, 2009, between SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680, Palm Beach County, hereinafter referred to as Grantor, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, whose mailing address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399-3000, hereinafter referred to as Grantee.

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in Lee County, State of Florida, to wit:

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Grantee shall not install, construct or erect any utility lines (i.e. electric, telephone, gas, water or sewer) on, over, across or under the Access Easement Parcels or any other property owned by Grantor, without the prior written consent of the Grantor.

Grantee shall not have the right to improve or alter the Access Easement Parcels without the prior written approval of Grantor. However, Grantee, at its sole cost and expense, shall immediately repair any damage to the Access Easement Parcels arising from or caused by Grantee's or Grantee's employees', agents', contractors' or invitees' use of the Access Easement Parcels.

Grantee shall assist in the investigation of injury or damage claims either for or against Grantor pertaining to Grantee's use of the Access Easement Parcels. Subject to the limitations of liability set forth in Section 768.28, Florida Statutes, the Grantee shall be responsible for all personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the Grantee and its employees, agents and contractors arising from or relating to their use of the Access Easement Parcels for which it is found legally liable.

Grantor reserves the right to relocate, at its sole cost and expense, the access road located within the Access Easement Parcels at any time. In the event Grantor elects to relocate all or any portion of the access road to a location outside of the Access Easement Parcels pursuant to this paragraph, the parties hereto shall enter into a written agreement to reflect the new legal description of the Access Easement Parcel(s). Any such agreements shall be recorded in the public records of Lee County, Florida.

Grantee shall be responsible for unlocking and locking any and all gates across the Access Easement Parcels when Grantee's employees, agents, contractors or invitees enter or exit said easement areas.

The Grantor hereby reserves for itself and its successors the following perpetual Conservation Easement as defined in and in accordance with the provisions of Section 704.06, Florida Statutes (the "Conservation Easement") over all that portion of Tract No. 09001-090 excluding the existing buildings, driveway, parking areas and other improvements located thereon as of the date of this indenture (the "Conservation Easement Area"):

1. It is the purpose of this Conservation Easement to restore and retain land or water areas in their natural, vegetative, hydrologic, scenic, open or wooded condition and to restore and retain such areas as suitable habitat for fish, plants or wildlife. To carry out this purpose, the following rights are retained by Grantor by this Conservation Easement:

a. To enter upon the Conservation Easement Area at all times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the habitat restoration, use and quiet enjoyment of the Conservation Easement Area by Grantee at the time of such entry; and

b. To enjoin any activity on or use of the Conservation Easement Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use.

3. The following activities are prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, except for maintenance roads;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation designated by the Florida Exotic Pest Plant Council as Category 1 or Category 2, without the prior written consent of the Grantor;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other substance or material, except in accordance with the written approval of Grantor;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition, provided, however, that nothing herein shall prohibit Grantee from conducting any permitted wetland mitigation or habitat restoration on the Conservation Easement Area;

f. Activities detrimental to drainage, flood control, water management, conservation, environmental restoration, water storage, erosion control, soil conservation, reclamation, or fish and wildlife habitat preservation, or allied purposes;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Dairy operation of any type.

i. Acts or uses within Grantor's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Conservation Easement Area having historical, architectural, archaeological, or cultural significance.

4. **Passive Recreational Facilities.** Passive recreational uses that are not contrary to the purpose of this Conservation Easement shall be permitted:

a. The Grantee may conduct limited land clearing for the purpose of constructing such pervious facilities as boardwalks or mulched walking trails.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantee shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. This Conservation Easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to prior written consent of the Grantor and all applicable federal, state, Grantor or local permitting requirements.

5. Grantor shall not be responsible for any costs of liabilities related to the operation, upkeep or maintenance of the Property.

6. **Hazardous Materials/Pollutants:** For purposes of this Conservation Easement, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product, or petroleum by-product as defined or regulated by environmental laws. "Disposal" and/or "Disposed" shall mean the release, storage, use, handling, discharge or disposal of such Pollutants in reportable quantities or prohibited amounts. "Environmental Laws" shall mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restriction. Neither the Grantee, nor or its agents, licensees or invitees, shall cause the Disposal of any Pollutants upon the Conservation Easement Area. Grantee shall operate and occupy the Conservation Easement Area in compliance with all Environmental Laws. Any Disposal of such materials, whether caused by Grantee or any other third party, shall be reported to the Grantor immediately upon the knowledge thereof by the Grantee. The Grantee shall be solely responsible for the entire cost of cleanup of any Pollutants which are Disposed of or are otherwise discovered on the Conservation Easement Area or emanate from the Conservation Easement Area to adjacent lands as a result of the use of the Conservation Easement Area or surrounding lands by the Grantee, or its agents, licensees or invitees. While this paragraph establishes contractual liability for the Grantee regarding pollution of the Conservation Easement Area as provided herein, it does not alter or diminish any statutory or common law liability of the Grantee for such pollution.

7. Grantee shall strive to maintain the Conservation Easement Area at a maintenance level of exotic control (1% or less Category 1 and Category 2 exotics, as designated by the Florida Exotic Pest Plant Council, on site), subject to budgetary approval.

8. Each party shall be responsible for any costs it incurs in enforcing, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement.

9. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the discretion of Grantor, and any forbearance on behalf of Grantor to exercise its rights hereunder in the event of any breach hereof by Grantee, shall not be deemed or construed to be a waiver of Grantor's rights hereunder.

10. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby.

11. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly delivered only 1) on the date delivered, if by personal delivery, or 2) if mailed by certified mail/return receipt request, then the date the return receipt is signed or delivery is refused or the mail is designated by the postal authorities as not deliverable, as the case may be, or 3) one day after mailing by any form of overnight mail service.

13. The terms, conditions, restrictions, provisions and purpose of this Conservation Easement shall be inserted by Grantee in any subsequent deed or other legal instrument by which Grantee divests itself of any interest in the Property.

14. This Conservation Easement may only be amended, altered, released or revoked by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which agreement shall be filed in the public records in Lee County, Florida.

All the terms and restrictions herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors, and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the Premises, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the SOUTH FLORIDA WATER MANAGEMENT DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chair of said Board and attested by its District Clerk/Secretary, at West Palm Beach, Palm Beach County, State of Florida.

GRANTOR:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

(Corporate Seal)

BY: _____
Eric Buermann, Chair

ATTEST:

Jacki McGorty, Secretary/District Clerk

Form Approved By:

Date: _____

South Florida Water Management District Counsel

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, Chairman of the Governing Board of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.

Notary Public

Print
My Commission Expires: _____

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Jacki McGorty, Secretary/District Clerk of the Governing Board of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.

Notary Public

Print
My Commission Expires: _____

Exhibit A
Tract No. 09001-090

Corkscrew Regional Ecosystem Watershed
South Florida Water Management District
Parcel Description

A parcel of land lying in the north half of Section 36, Township 46 South, Range 27 East, Lee County, Florida, more particularly described as follows:

COMMENCING at a 4"x4" Obolier Company style concrete monument marking the North One Quarter Corner of said Section 36
run along the north line of the Northeast Quarter of said Section 36, N89°10'54"E, for 370.35 feet to a point of curvature;
thence 98.59 feet along the arc of a circular curve, concave to the southwest, having a radius of 60.00 feet, a central angle of 94°08'44" and a chord of 87.86 feet, bearing S43°44'44"E, to a point of tangency;
thence S03°18'38"W, for 211.52 feet;
thence S05°24'15"W, for 424.20 feet;
thence S00°02'44"E, for 38.90 feet;
thence S06°15'47"E, for 115.67 feet;
thence S05°09'48"W, for 78.48 feet;
thence S14°34'47"E, for 76.70 feet;
thence S47°19'54"E, for 158.21 feet;
thence S42°40'06"W, for 73.09 feet;
thence N47°19'54"W, for 63.50 feet to a 5/8" iron rod with cap stamped "SMT LB 6627" and the POINT OF BEGINNING;
thence S47°19'54"E, for 162.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627";
thence N42°40'06"E, for 521.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627";
thence S47°19'54"E, for 600.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627";
thence S42°40'06"W, for 683.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627";
thence N47°19'54"W, for 762.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627";
thence N42°40'06"E, for 162.00 feet to the POINT OF BEGINNING.

James S. Richmond, PSM 4118
SOUTHERN MAPPING TECHNOLOGY, INC. LB 6627
SMT File # 2006031

By RB Date 4.11.07

Exhibit A
Map No. 09001-003

Corkscrew Regional Ecosystem Watershed
South Florida Water Management District
Ingress and Egress Easement Description

A perpetual non-exclusive easement for ingress and egress over, across, and through a strip of land lying in the north half of Section 36, Township 46 South, Range 27 East, Lee County, Florida, more particularly described as follows:

BEGINNING at a 4"x4" Cutler Company style concrete monument marking the North One Quarter Corner of said Section 36
thence along the north line of the Northeast Quarter of said Section 36, N89°10'04"E, 379.35 feet to a point of curvature
thence 82.59 feet along the arc of a circular curve, concave to the southwest, having a radius of 60.00 feet, a central angle of 84°08'44" and a chord of 87.88 feet, bearing S43°44'44"E, to a point of tangency
thence S03°19'58"W, for 211.62 feet
thence S05°24'15"W, for 424.20 feet
thence S00°02'44"E, for 38.90 feet
thence S06°15'47"E, for 115.97 feet
thence S05°09'49"W, for 78.48 feet
thence S°4°54'47"E, for 78.79 feet
thence S47°19'54"E, for 198.21 feet
thence S42°40'08"W, for 70.05 feet
thence N47°19'34"W, for 83.55 feet to a 1/8" iron rod with cap stamped "SMT 12 0827"
thence N42°40'06"E, for 85.05 feet
thence N47°19'56"W, for 109.63 feet
thence N14°54'47"W, for 123.45 feet
thence N05°02'48"E, for 80.02 feet
thence N06°15'47"W, for 114.75 feet
thence N00°02'44"W, for 40.94 feet
thence N05°24'10"E, for 424.79 feet
thence N03°19'38"E, for 190.58 feet to a point of curvature
thence 87.88 feet along the arc of a circular curve, concave to the southwest, having a radius of 60.00 feet, a central angle of 84°08'44" and a chord of 73.22 feet, bearing N43°44'44"W, to a point of tangency
thence S89°10'04"W, for 353.88 feet
thence S89°08'08"W, for 355.43 feet
thence S88°21'55"W, for 168.33 feet
thence S88°45'07"W, for 110.17 feet
thence N82°05'24"W, for 117.25 feet
thence S89°08'08"W, for 10.01 feet

RB

Conkscrew Regional Ecosystem Watershed
South Florida Water Management District
Ingress and Egress Easement Description
Continuation

thence S73°27'15.1"V, for 156.22 feet;
thence S84°03'42"W, for 95.20 feet;
thence S59°09'46"W, for 656.96 feet to a point on the west line of the Northwest Quarter of
said Section 36;
thence N01°01'53"W, along said west line for 50.60 feet to a 4"x4" Galker Company style
concrete monument marking the Northwest Corner of said Section 36;
thence N89°09'03"E, along the north line of the Northwest Quarter of said Section 36 for 20.00
feet;
thence S12°29'42"E, for 54.44 feet;
thence N70°09'40"E, for 815.51 feet;
thence N84°13'42"E, for 41.07 feet;
thence N73°27'15"E, for 157.57 feet to a point on the north line of the Northwest Quarter of
said Section 36;
thence N89°09'03"E, along said north line, for 82.22 feet;
thence S32°55'24"E, for 117.14 feet;
thence N68°43'07"E, for 1129.37 feet;
thence N30°21'55"E, for 156.46 feet to a point on the north line of the Northwest Quarter of
said Section 36;
thence N59°09'12"E, along said north line, for 201.17 feet to the POINT OF BEGINNING.

James B. Richmond, PSM 4118
SOUTHERN MAPPING TECHNOLOGY, INC. LB 9627
SRT File # 1008001

LB 4.17.0

Exhibit "B"
Tract No. 09001-092

An easement for ingress and egress over the West 20.00 Feet of the South 30.00 Feet of Section 25, Township 46 South, Range 27 East in Lee County, Florida, as recorded in Official Book 3328, Page 4107 (Exhibit B) of the Public Record of said Lee County.

CERTIFICATION

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID

I HEREBY CERTIFY that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

I FURTHER CERTIFY that this description meets the applicable MINIMUM TECHNICAL STANDARDS FOR SURVEYS set forth by the FLORIDA BOARD OF SURVEYORS AND MAPPERS pursuant to section 472.027 FLORIDA STATE STATUTES. NO SEARCH OF THE PUBLIC RECORDS has been made by this office.

Date of Signature

12/27/08
[Signature]
RICHARD E. BARNES Jr.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5173

Section 25
Township 46 South
Range 27 East
LEE COUNTY

SOUTH FLORIDA WATER MANGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 Gun Club Rd West Palm Beach, Florida 33406		
TRACT NO. 09001-092		
ORB 3328, Pg 4111		
Folio: 25462700000010020	CREW/SFWMD	
Prepared By: jma	Date: 9/12/08	Document Name: ..legals/crow/09001-092.lgl.doc

RB *4.07.09*

Exhibit "B"
Tract No. 09001-096

A non-exclusive perpetual easement for ingress and egress over the Easterly 20.00 Feet of Section 26, Township 46 South, Range 27 East in Lee County, Florida, as recorded in Official Book 1765, Page 2163 of the Public Record of said Lee County.

CERTIFICATION

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID

I HEREBY CERTIFY that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief

I FURTHER CERTIFY that this description meets the applicable MINIMUM TECHNICAL STANDARDS FOR SURVEYS set forth by the FLORIDA BOARD OF SURVEYORS AND MAPPERS pursuant to section 472.027 FLORIDA STATE STATUTES. NO SEARCH OF THE PUBLIC RECORDS has been made by this office

Date of Signature: *[Signature]*

11/23/08
RICHARD E. BARNES JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5173

Section 26
Township 46 South
Range 27 East
LEE COUNTY

SOUTH FLORIDA WATER MANGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT
3301 Gun Club Rd
West Palm Beach, Florida 33406

TRACT NO. 09001-096

ORB 1765, Pg 2163		
Folio: 2646270000001000		CREW/ SFWMD
Prepared By: FSR	Date: 12/23/2008	Document Name: /legals/ crew/09001-096.lgl

[Signature]
S.S.C.C.

EXHIBIT "C"

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)

(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF SECOND WITNESS)

(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

BY: _____
Patrick Cowen, OMC Manager
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

Date Signed

STATE OF *FLORIDA* _____)

COUNTY OF *LEON* _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 200_, by, Patrick Cowen, OMC Manager, 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)

Notary Public

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

Commission No.: _____

My Commission Expires: _____

AGREEMENT REGARDING ACCEPTANCE OF DONATION

This Agreement is made this _____ day of _____, 2009 between the Florida Fish and Wildlife Conservation Commission ("Managing Agency") and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trustees"). The Trustees' agent in all matters relating to this Agreement shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

Background:

The Managing Agency has requested that the Trustees accept the donation of the lands described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property") from the South Florida Water Management District ("SFWMD"). As a condition of the donation, the SFWMD has included certain conditions, obligations, requirements and encumbrances, including specifically but not by way of limitation, a conservation easement (collectively, the "deed conditions") in the deed by which the Property will be conveyed to the Trustees (the "deed of conveyance").

In view of the fact that the donation of the Property is being consummated at the request of and for the benefit of the Managing Agency and the fact that the Managing Agency will occupy the Property pursuant to a leasehold to be granted by the Trustees, the Managing Agency has agreed to be fully responsible for complying with and satisfying all of the deed conditions, notwithstanding that the Trustees are named as the grantee in the deed of conveyance.

NOW, THEREFORE, in consideration of the Trustees' agreeing to accept the donation of the Property at the request of and for the benefit of the Managing Agency notwithstanding that title to the Property is encumbered by the deed conditions, the parties agree as follows:

1. As among the Trustees, DSL, and the Managing Agency, the Managing Agency shall bear full responsibility and liability for fully complying with, performing and satisfying all deed conditions contained in the deed of conveyance. Specifically, but not by way of limitation, the Managing Agency shall fully comply with, perform, and satisfy all terms and conditions of the conservation easement contained within the deed of conveyance (or, if a breach of any of the terms and conditions of the conservation easement should inadvertently occur, Managing Agency shall timely cure such breach).
2. As among the Trustees, DSL, and the Managing Agency, Managing Agency shall be responsible for and shall pay all claims, damages, costs and expenses (including attorney's fees at the trial level and upon any appeal) attributable to the failure of the Managing Agency or its officers, employees, or agents to fully comply with, satisfy, and perform all deed conditions contained in the deed of conveyance.

3. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party to this Agreement, as provided in Section 768.28, Florida Statutes.
4. Notwithstanding the fact that this Agreement may be executed prior to the conveyance of the Property to the Trustees by the SFWMD, it shall not become effective until the acceptance and delivery of the deed of conveyance.

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

MANAGING AGENCY

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

BY: 
 NAME: Nick Wiley
 AS ITS: Asst. Executive Director


 Witness as to Managing Agency

 Witness as to Managing Agency

Approved as to Form and Legality
 By: Julia Miralio
 Date: 6/30/09

TRUSTEES

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

BY DIVISION OF STATE LANDS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: _____
 NAME: _____
 AS ITS: _____

 Witness as to Trustees

 Witness as to Trustees

Approved as to Form and Legality
 By: William C. Robinson
 Date: 7-29-09

STATE OF Leon)

COUNTY OF Florida)

The foregoing instrument was acknowledged before me this 27 day of July, 2007 by Adriana, as Notary Public of the Florida Fish and Wildlife Conservation Commission, on behalf of said Commission. He/She is personally known to me.

(NOTARY PUBLIC SEAL)

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

Kathleen Louise Hampton
Notary Public

Kathleen L. Hampton
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: 33518028

My Commission Expires: 6/26/10

STATE OF Leon)

COUNTY OF Florida)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____, 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. He/She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Exhibit "A"

A parcel of land lying in the North half of Section 36, Township 46 South, Range 27 East, Lee County, Florida, less the East 990.00 of the North 1320.00 feet described as follows:

COMMENCING at a 4" x 4" Collier Company style concrete monument marking the North One Quarter Corner of said Section 36; run along the north line of the Northeast Quarter of said Section 36, N89°10'54"E, for 370.35 feet to a point of curvature; thence 98.59 feet along the arc of a circular curve, concave to the southwest, having a radius of 60.00 feet, a central angle of 94°08'44", and a chord of 87.86 feet, bearing S43°44'44"E, to a point of tangency; thence S03°19'38"W, for 211.52 feet; thence S05°24'15"W, for 424.20 feet; thence S00°02'44"E, for 38.90 feet; thence S06°15'47"E, for 115.67 feet; thence S05°09'49"W, for 78.48 feet; thence S14°54'47"E, for 76.79 feet; thence S47°19'54"E, for 198.21 feet; thence S42°40'06"W, for 73.09 feet; thence N47°19'54"W, for 63.50 feet to a 5/8" iron rod with cap stamped "SMT LB 6627" and the POINT OF BEGINNING; thence S47°19'54"E, for 162.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627"; thence N42°40'06"E, for 521.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627"; thence S47°19'54"E, for 600.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627"; thence S42°40'06"W, for 683.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627"; thence N47°19'54"W, for 762.00 feet to a 5/8" iron rod with cap stamped "SMT LB 6627"; thence N42°40'06"E, for 162.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A perpetual non-exclusive easement for ingress and egress over, across, and through a strip of land lying in the North half of Section 36, Township 46 South, Range 27 East, Lee County, Florida, described as follows:

BEGINNING at a 4"x4" Collier Company style concrete monument marking the North One Quarter Corner of said Section 36; run along the north line of the Northeast Quarter of said Section 36, N89°10'54"E, 370.35 feet to a point of curvature; thence 98.59 feet along the arc of a circular curve, concave to the southwest, having a radius of 60.00 feet, a central angle of 94°08'44", and a chord of 87.86 feet, bearing S43°44'44"E, to a point of tangency; thence S03°19'38"W, for 211.52 feet; thence S05°24'15"W, for 424.20 feet; thence S00°02'44"E, for 38.90 feet; thence S06°15'47"E, for 115.67 feet; thence S05°09'49"W, for 78.48 feet; thence S14°54'47"E, for 76.79 feet; thence S47°19'54"E, for 198.21 feet; thence S42°40'06"W, for 73.09 feet; thence N47°19'54"W, for 63.50 feet to a 5/8" iron rod with cap stamped "SMT LB 6627"; thence N42°40'06"E, for 33.09 feet; thence N47°19'54"W, for 109.03 feet; thence N14°54'47"W, for 123.45 feet; thence N05°09'49"E, for 80.02 feet; thence N06°15'47"W, for 114.76 feet; thence N00°02'44"W, for 40.94 feet; thence N05°24'15"E, for 424.79 feet; thence

Corkscrew Regional Ecosystem Watershed (CREW)
South Florida Water Management District (SFWMD)
(FKA Youngquist)
Revised 3.18.09

ECM
By RB Date 3.18.09

Exhibit "A"

N03°19'38"E, for 190.38 feet to a point of curvature; thence 82.16 feet along the arc of a circular curve, concave to the southwest, having a radius of 50.00 feet, a central angle of 94°08'44", and a chord of 73.22 feet, bearing N43°44'44"W, to a point of tangency; thence S89°10'54"W, for 358.88 feet; thence S89°09'08"W, for 290.43 feet; thence S86°21'55"W, for 156.33 feet; thence S88°43'07"W, for 1131.17 feet; thence N82°55'24"W, for 117.25 feet; thence S89°09'08"W, for 76.01 feet; thence S73°27'15"W, for 156.22 feet; thence S84°03'42"W, for 95.20 feet; thence S89°09'46"W, for 656.96 feet to a point on the west line of the Northwest Quarter of said Section 36; thence N01°01'53"W, along said west line for 80.60 feet to a 4"x4" Collier Company style concrete monument marking the Northwest Corner of said Section 36; thence N89°09'08"E, along the north line of the Northwest Quarter of said Section 36, for 20.00 feet; thence S22°29'42"E, for 54.44 feet; thence N89°09'46"E, for 615.81 feet; thence N84°03'42"E, for 91.07 feet; thence N73°27'15"E, for 157.57 feet to a point on the north line of the Northwest Quarter of said Section 36; thence N89°09'08"E, along said north line, for 82.22 feet; thence S82°55'24"E, for 117.14 feet; thence N88°43'07"E, for 1128.37 feet; thence N86°21'55"E, for 156.45 feet to a point on the north line of the Northwest Quarter of said Section 36; thence N89°09'08"E, along said north line, for 291.17 feet to the POINT OF BEGINNING.

Also together with:

An easement for ingress and egress over the West 20.00 feet of the South 30.00 feet of Section 25, Township 46 South, Range 27 East, Lee County, Florida.

Also together with:

A perpetual non-exclusive easement for ingress and egress over, across, and through the Easterly 20 feet of Section 26, Township 46 South, Range 27 East, Lee County, Florida.

Corkscrew Regional Ecosystem Watershed (CREW)
South Florida Water Management District (SFWMD)
(FKA Youngquist)
Revised 3.18.09

Mospens, Richard

From: Houston, Tom
Sent: Monday, August 17, 2009 3:28 PM
To: Cochran, Gary
Cc: Mospens, Richard; Greer, Bruce
Subject: FW: Youngquist House Donation

fyi

From: Godfrey, Lynda [mailto:Lynda.Godfrey@dep.state.fl.us]
Sent: Monday, August 17, 2009 3:13 PM
To: Hanaway, Thomas; Clements, Ruth
Cc: Poppell, Deborah; Houston, Tom; Cowen, Patrick; Thomas, Daphne; Robinson, Bill
Subject: RE: Youngquist House Donation

Hi, Ruthie,
Thanks so much for calling me to discuss this matter. We appreciate your help (and Tom's) and thanks again for agreeing to remove the reverter from the QC deed.

(Tom – will your office (attorney) re-draft the QC deed? Just let me know... Thanks again.)

Have a great day!! Lynda

Lynda Godfrey
Chief, Bureau of Land Acquisition
Florida DEP/State Lands
lynda.godfrey@dep.state.fl.us
(850) 245-2669 Extension 4680
(850) 519-0247 (cell phone)

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

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: Hanaway, Thomas [mailto:thanaway@sfwmd.gov]
Sent: Monday, August 17, 2009 9:55 AM
To: Godfrey, Lynda
Cc: Clements, Ruth
Subject: RE: Youngquist House Donation

Lynda,

This will confirm our telephone conversation wherein I advised that the Youngquist House donation is being made to the Florida Fish and Wildlife Conservation Commission to be used as an employee residence. District risk assessment staff determined the house was not suitable for an office because it did not meet commercial

building or ADA standards. At this time, the house is a surplus asset for the District with very little or no utility in the land management operation.

Due to liability, management and maintenance concerns, the District is not interested in leasing the Youngquist House to Florida Fish and Wildlife Conservation Commission.

Sincerely,

Thomas W. Hanaway
Senior Professional-Acquisition
Land Management Department
SFWMD
(561) 682-6668

Mospens, Richard

From: Cochran, Gary
Sent: Tuesday, July 21, 2009 10:34 AM
To: Mospens, Richard
Subject: FW: 10 Acres in Corkscrew Swamp WMA (CREW?)/SFWMD Youngquist Donation/FWC Housing At CREW

FYI

From: Cochran, Gary
Sent: Monday, July 20, 2009 10:36 AM
To: Wiley, Nick
Cc: Breault, Tim; Brooks, Mike; Houston, Tom
Subject: RE: 10 Acres in Corkscrew Swamp WMA (CREW?)/SFWMD Youngquist Donation/FWC Housing At CREW

Nick,

Thanks for signing off on this donation project Agreement. As a further explanation on this project, when we sent this over to headquarters for signature our understanding was that Mike Brooks would be signing it and since he was very familiar with the project, the normal background information and maps were not included in the package of information accompanying the Agreement. Nonetheless, this should have had maps and pertinent background information in the folder accompanying the Agreement so we'll make sure the future that all document execution packages have that information.

Actually, this was a conveyance/donation of real property from the SFWMD to the Board of Trustees (BOT) that will be leased to the Commission for FWC staff housing at CREW. So, the actual donation was to the BOT and not FWC. The primary purpose of the Agreement was for FWC to agree to maintain the property in accordance with SFWMD conservation easement and deed restrictions that run with the property once conveyed to the BOT. This information should have been stated more clearly in a background memo but my staff thought that since Mike would be signing it would not be needed given his familiarity with this project. Still, it should have stated that more clearly so we'll ensure that explanatory information is included in the future.

Since the actual donation in this case was to the BOT, the donation followed BOT statutes/rules/guidelines and policies for donations and conveyances of real property to the State. Because the Commission can only accept title to real property in very limited circumstances (federal grant in aid lands, etc.), FWC follows the BOT statutes/rules/ policies and guidelines concerning the acquisition of real property as well as donation or conservation easement conveyances. In those rare instances involving federal grant in aid lands, FWC follows both the guidelines/rules /statutes of the BOT as well as the USFWS. In addition, Section 379.212, (1)(C), F. S., requires FWC to adhere to BOT requirements on acquisitions of real property and that they are to be titled to the BOT. So, in general, FWC follows the statutes/rules/policies and guidelines of the BOT for real property transactions involving conveyances of title interests such as acquisitions or donations.

As to your question on FWC conservation easement guidelines, as Tim indicated, he has designated a working group headed by Tom Ostertag, that includes Thomas Eason, Michael Yuan and myself, among others, that is developing a draft FWC policy/guidelines to govern the decision making process for the acceptance/conveyance of conservation easements to FWC. However, one significant still unresolved question is whether FWC can actually accept conveyances of conservation easements to FWC, given the limitations in Florida Statutes noted above on FWC or other State agencies holding title to real property title interests. That question is currently under review by legal counsel. Let me know if you have any other questions or would like to discuss this further. Thanks.

Gary

From: Wiley, Nick
Sent: Monday, July 20, 2009 8:41 AM
To: Cochran, Gary; Brooks, Mike
Cc: Breault, Tim
Subject: 10 Acres in Corkscrew Swamp WMA (CREW?)

Guys. I just signed off on accepting a donation of this parcel, but it would be helpful to have a map in the future to see where these properties are located. The name on the memo was a little confusing. I would have recognized the WMA if you guys had used CREW rather than Corkscrew Swamp. Also, I expect we may be seeing more donations of properties and requests to accept easements. Do we have standing policies and guidelines with regard to accepting these property interests? If we don't, it would be good to have some predetermined guidelines that help us make decisions about what we will accept and what we won't accept. Thanks. Nick

Nick Wiley
Assistant Executive Director
Florida Fish and Wildlife Conservation Commission
Office Phone (850) 487-3796
FAX (850) 921-5786
Please visit our website at the following link:
[Florida Fish and Wildlife Conservation Commission](#)

Mospens, Richard

From: Cochran, Gary
Sent: Monday, February 18, 2008 10:55 AM
To: Anderson, Michael; Mospens, Richard
Cc: Brooks, Mike
Subject: RE: house and property transfer

From my recent discussion with the District, they were working on the title transfer language with Lee County and the BOT, as it will need to contain reverter language in the deed and that is almost always a difficult and challenging negotiation process to complete.

-----Original Message-----

From: Anderson, Michael
Sent: Friday, February 15, 2008 3:15 PM
To: Cochran, Gary; Mospens, Richard
Subject: FW: house and property transfer

Gary or Rich,
Any word on the youngquist house donation?

Michael

-----Original Message-----

From: Martin, Paige
Sent: Friday, February 15, 2008 2:06 PM
To: Anderson, Michael
Cc: Bozzo, Joseph
Subject: house and property transfer

Hello, Mike,

Jim Goodwin told me last week that the Youngquist house will be transferred with the required 10 acres and the District will have a conservation easement of the [majority] of the property in order to continue current management.

Just checking in with you to see where things stand on the FWC side. My lease is up today and I will need to be talking about my plans with my landlord. Heh, heh, any idea what my plans are?

My thought is that I will ask if I can continue month to month however he will likely want to establish a time frame/limit.

Hope you are well and not too swamped,
Paige



http://ims.freac.fsu.edu/output/fnai_102009_ims191237282388.png

12/9/2009



http://ims.freac.fsu.edu/output/fnai_102009_ims191237282380.png

12/9/2009

9.2 Soil Series Descriptions

LOCATION BOCA

FL

Established Series
Rev. GRB-MFV-AMS
11/2016

BOCA SERIES

The Boca series consists of moderately deep, poorly drained and very poorly drained soils that formed in sandy and loamy marine sediments deposited over limestone bedrock. Boca soils are on low broad flats, poorly defined drainageways, depressions, and adjacent tidal flats in areas of the flatwoods. Slopes are linear to slightly convex or concave and range from 0 to 2 percent. Near the type location, the mean annual precipitation is about 1397 millimeters (55 inches), and the mean annual temperature is about 22 degrees C (72 degrees F).

TAXONOMIC CLASS: Loamy, siliceous, superactive, hyperthermic Arenic Endoaqualfs

TYPICAL PEDON: Boca fine sand is in a flat nearly level pasture on a tread of a terrace at an elevation of 3 meters (10 feet) above mean sea level. (Colors are for moist soil).

Ap--0 to 18 centimeters (0 to 7 inches); dark gray (10YR 4/1) fine sand; single grain; loose; many fine and medium roots; moderately acid; clear wavy boundary. [8 to 23 centimeters (3 to 9 inches) thick]

Eg--18 to 33 centimeters (7 to 13 inches); light gray (10YR 7/1) fine sand; many medium distinct very dark gray (10YR 3/1) mottles; single grain; loose; moderately acid; clear wavy boundary. [10 to 56 centimeters (4 to 22 inches) thick]

EB--33 to 64 centimeters (13 to 25 inches); very pale brown (10YR 7/3) fine sand; single grain; loose; few fine distinct brownish yellow (10YR 6/6) and common fine distinct yellowish brown (10YR 5/4) masses of oxidized iron; neutral; abrupt smooth boundary. [0 to 38 centimeters (0 to 15 inches) thick]

Btg--64 to 81 centimeters (25 to 32 inches); grayish brown (10YR 5/2) sandy clay loam; weak medium subangular blocky structure; friable; common fine and medium distinct yellowish brown (10YR 5/6) masses of oxidized iron; moderately alkaline; abrupt irregular boundary. [10 to 61 centimeters (4 to 24 inches) thick]

2C--81 to 86 centimeters (32 to 34 inches); decomposed white (10YR 8/1) to yellowish brown (10YR 5/8) rock, marl, sandy clay loam and sand mixed with limestone rock fragments; massive in place; friable; moderately alkaline; abrupt irregular boundary.

2R--86 centimeters (34 inches); limestone bedrock. This layer has two solution holes approximately 15 inches in diameter and extending from 40 to 82 inches below the surface. The solution holes contain sandy clay loam.

TYPE LOCATION: Broward County, Florida. Approximately 0.22 kilometers (0.14 mile) south of Royal Palm Boulevard and 0.065 kilometers (0.041 mile) east of Rock Island Road; located about 280 meters (918 feet) west and 718 meters (2,356 feet) south of the northeast corner of sec. 26, T. 48 S., R. 41 E.; USGS West Dixie Bend, Florida USGS quadrangle; Latitude and

Longitude; 26 degrees, 15 minutes, 3.96 seconds North and 80 degrees, 13 minutes, 14.94 West;
Datum WGS84.

RANGE IN CHARACTERISTICS:

Solum thickness and the depth to limestone bedrock ranges from 51 to 102 centimeters (20 to 40 inches), but in limestone solution pits within the pedon the depth ranges to 127 centimeters (50 inches) or more. Reaction ranges from strongly acid to slightly alkaline in the A, E, and EB horizons and from moderately acid to slightly alkaline in the Bt and C horizons.

A or Ap horizons:

Hue: 10YR and 2.5Y or Neutral
Value: 2 to 5
Chroma: 2 or less
Texture: sand or fine sand
Reaction: strongly acid to slightly alkaline

E or Eg horizons:

Hue: 10YR and 2.5Y or Neutral
Value: 5 to 8
Chroma: 4 or less
Texture: sand or fine sand
Reaction: strongly acid to slightly alkaline

EB horizons: (where present)

Hue: 7.5YR and 10YR
Value: 3 to 7
Chroma: 2 to 8
Texture: sand, fine sand, or loamy fine sand
Reaction: strongly acid to slightly alkaline
Redoximorphic features in shades of brown, yellow, or gray range from none to common.

Btg horizons:

Hue: 10YR, 2.5Y and 5Y or Neutral
Value: 4 to 6
Chroma: 4 or less
Texture: sandy loam, fine sandy loam, or sandy clay loam, with pockets or lenses of sand or loamy sand
Reaction: moderately acid to slightly alkaline
Some pedons have up to 5 percent coarse fragments of limestone.
Redoximorphic features in shades of gray, yellow, or brown range from none to common.

Btkg horizons: (where present)

Hue: 10YR, 2.5Y and 5Y or Neutral
Value: 4 to 6
Chroma: 4 or less
Texture: sandy loam, fine sandy loam, or sandy clay loam, with pockets or lenses of sand or loamy sand
Reaction: moderately acid to slightly alkaline

2C or 2Cg horizons: (where present)

Hue: 5GY, 10R, 2.5YR, 5YR, 7.5YR, 10YR, 2.5Y and 5Y or Neutral

Value: 4 to 7

Chroma: 4 or less

Texture: sandy loam, fine sandy loam or sandy clay loam

Reaction: strongly acid to moderately alkaline

It is composed of mixed weathered and soft limestone fragments, and soft masses of calcium carbonate.

2Cr horizons: (where present)

Hue: 5GY, 10R, 2.5YR, 5YR, 7.5YR, 10YR, 2.5Y and 5Y or Neutral

Value: 4 to 7

Chroma: 4 or less

Texture: loamy sand or sandy loam.

Reaction: moderately acid to slightly alkaline

It is composed of soft limestone that can be dug with a spade.

R horizons: composed of hard limestone bedrock

COMPETING SERIES:

These are Felda, Isles, and Pinellas series.

Felda soils have a solum thickness ranges from 76 to 203 centimeters (30 to 80 inches), lack limestone bedrock between the depths of 60 to 102 centimeters (24 to 40 inches) and are on similar positions.

Pinellas soils have a solum thickness ranges from 76 to 152 centimeters (30 to 60 inches), lack limestone bedrock between the depths of 60 to 102 centimeters (24 to 40 inches) and are on similar positions.

Isles soils have a solum thickness ranges from 102 to 152 centimeters (40 to 60 inches), lack limestone bedrock between the depths of 60 to 102 centimeters (24 to 40 inches) and are on similar positions.

GEOGRAPHIC SETTING:

Boca soils are on low broad flats, poorly defined drainageways, depressions, and adjacent tidal flats in areas of the flatwoods.

Parent material: moderately thick beds of sandy and loamy marine sediments over limestone.

Landscape: Lower Coastal Plains

Landform(s): Low broad flats, poorly defined drainageways, depressions, adjacent tidal flats on marine terraces

Hillslope profile position: None applicable

Geomorphic component: Dip, talf, and tread

Slopes: 0 to 2 percent

Elevation: 1 to 18 meters (3 to 60 feet)

Mean annual air temperature: 21 to 23 degrees C (70 to 74 degrees F)

Mean annual precipitation: 1,270 to 1,524 millimeters (50 to 60 inches)

Frost free duration: 300 to 365 days

GEOGRAPHICALLY ASSOCIATED SOILS: These include the competing Felda, Pompano, Basinger, Hallandale, Holopaw, Jupiter, Margate, Riviera, Pineda, Pinellas, Wabasso, Ft. Drum, Pople, Copeland, and Malabar series.

Basinger and Pompano soils lack argillic horizons, lack limestone within 203 centimeters (80 inches) and are on similar positions.

Hallandale and Jupiter soils have limestone at depths of 51 centimeters (20 inches) or less and are on similar positions.

Holopaw soils have sandy surface and subsurface layers 102 to 203 centimeters (40 to 80 inches) in thickness and are on similar positions.

Margate soils lack argillic horizons and are on similar positions.

Riviera soils have a glossic horizon and are on similar positions.

Felda, Pinellas, Pople, Ft. Drum, and Pineda soils do not have limestone within 203 centimeters (80 inches) of the surface and are on similar positions.

Wabasso soils have a spodic horizon, have an argillic horizon that does not rest on limestone and are on similar positions.

Copeland soils have an argillic horizon within a depth of 51 centimeters (20 inches), have limestone bedrock at a depth of 51 to 127 centimeters (20 to 50 inches), and are on similar positions.

Malabar soils have an argillic horizon at a depth of 102 to 178 (40 to 70 inches) and are on similar positions.

DRAINAGE AND SATURATED HYDRAULIC CONDUCTIVITY:

Drainage class: poorly drained and very poorly drained

Saturated hydraulic conductivity (Ksat): high to very high on A, E, and EB horizons and moderately high in the Btg and 2C horizons.

Permeability: rapid on A, E, and EB horizons and moderate permeability in the Btg and 2C horizons.

Surface runoff: negligible

Depth to seasonal high water table: The water table is within depths of 30 centimeters (12 inches) of the surface for 4 to 9 months during most years and is in the limestone during drier seasons. Depressions are covered by standing water 3 to 6 months or more each year.

Flooding frequency and duration: None applicable

Ponding frequency and duration: Frequently for long duration (3 to 6 months)

USE AND VEGETATION:

Most areas of Boca soils are used for rangeland. With adequate water control, some areas are used for truck crops, citrus, and pasture.

Native vegetation consists of gallberry, sawpalmetto, cabbage palmettos, slash pine, and an understory of pineland threeawn.

DISTRIBUTION AND EXTENT:

Major Land Resource Areas (MLRA): This soil mainly occurs in the Southern Florida Flatwoods (MLRA 155). It also occurs in the Southern Florida Lowlands (MLRA 156B), Florida Everglades and Associated Areas (MLRA 156A), and South Central Florida Ridge (MLRA 154).

Extent: Moderate extent

MLRA SOIL SURVEY REGIONAL OFFICE (MO) RESPONSIBLE: Auburn, Alabama.

SERIES ESTABLISHED:

Broward County; Florida, 1973

REMARKS:

Particle size control section: 64 to 81 centimeters (25 to 32 inches)

In the hyperthermic temperature regime, chroma up to 4 is tentatively permitted in the Bt horizon if the hue is 2.5Y or 5Y and if mottles are distinct or prominent.

There is a tidal phase map unit that has reaction of strongly alkaline, these areas needs to be investigated because there could be saline/sodic properties.

Diagnostic horizons and features recognized in this pedon:

Ochric epipedon - 0 to 64 centimeters [0 to 25 inches (Ap, E, EB horizons)]

Albic horizon - 18 to 33 centimeters [7 to 13 inches (E horizon)]

Argillic horizon - 64 to 81 centimeters [25 to 32 inches (Btg horizon)]

Soil Series was classified according to the 12th Edition of the Keys to Soil Taxonomy.

ADDITIONAL DATA:

There is no laboratory data for the Official Soil Series Description (OSD) typifying pedon however there is laboratory data from other counties on the National Soil Survey website at: <http://ncsslslabdatamart.sc.egov.usda.gov/querypage.aspx>

OSD User Site ID: 1981FL606002

OSD User Pedon ID: 1981FL606002

National Cooperative Soil Survey
U.S.A.

LOCATION FELDA FL

Established Series
Rev. GRB-CAP-AMS
09/2017

FELDA SERIES

The Felda series consists of very deep, poorly drained and very poorly drained soils that formed in sandy and loamy marine deposits. Felda soils are on flatwoods, low broad flats, drainageways, sloughs, depressions, and flood plains. Slopes are linear to concave and range from 0 to 2 percent. The mean annual precipitation is about 1397 millimeters (55 inches) and the mean annual temperature is about 22 degrees C (72 degrees F).

TAXONOMIC CLASS: Loamy, siliceous, superactive, hyperthermic Arenic Endoaqualfs

TYPICAL PEDON: Felda fine sand, on a linear to slightly concave native grass prairie at elevation of about 4 meters (14 feet) above mean sea level. (Colors are for moist soil).

A--0 to 10 centimeters (0 to 4 inches); black (10YR 2/1) fine sand; single grain; loose; very friable; many fine and medium roots; slightly acid; clear smooth boundary. [8 to 20 centimeters (3 to 8 inches) thick]

Eg--10 to 89 centimeters (4 to 35 inches); light gray (10YR 7/2) fine sand; single grain; loose; many fine roots; many medium distinct light yellowish brown (10YR 6/4) masses of iron-manganese accumulation; slightly acid; abrupt wavy boundary. [43 to 81 centimeters (17 to 32 inches) thick]

Btg--89 to 109 centimeters (35 to 43 inches); light brownish gray (2.5Y 6/2) fine sandy loam; weak medium subangular blocky structure; friable; few fine roots; few faint clay films on faces of some pedis; many medium distinct olive brown (2.5Y 4/4) masses of iron-manganese accumulation; neutral; gradual irregular boundary. [15 to 56 centimeters (6 to 22 inches) thick]

Cg--109 to 203 centimeters (43 to 80 inches); light brownish gray (2.5Y 6/2) fine sand; massive; loose; about 70 percent, by volume, shells and shell fragments; moderately alkaline.

TYPE LOCATION: Glades County, Florida; approximately 0.9 kilometers (0.6 miles) east of State Road 78 on Curry Island; about 1,400 feet south and 2,450 feet [VJ-NMM1]east of the northwest corner of Sec. 34, T. 40 S., R. 32 E.; Latitude and Longitude; 26 degrees 57 minutes 16.9 seconds north and 81 degrees 06 minutes 46.6 seconds west; WGS84.

RANGE IN CHARACTERISTICS:

Soil moisture control section: 20 to 60 centimeters (8 to 24 inches)

Solum thickness range: 76 to 203 centimeters (30 to 80 inches)

Aquic conditions: 0 to 203 centimeters (0 to 80 inches)

Depth to albic horizon: 8 to 20 centimeters (3 to 8 inches)

Depth to argillic horizon: 50 to 100 centimeters (20 to 40 inches)

Depth to endosaturation: 0 to 30 centimeters (0 to 12 inches)

Particle-size control section (weighted averages):

Clay content: 12 to 35 percent

Fine sand content: 30 to 75 percent

A or Ap horizon:

Hue: 10YR, 2.5Y, or Neutral

Value: 2 to 5

Chroma: 1 or 2

Texture: fine sand, sand, or loamy fine sand; mucky fine sand, muck sand, or mucky loamy fine sand

Clay content: 0 to 7 percent

Rock fragments: 0 percent

Reaction: very strongly acid to slightly alkaline (pH 4.5 to 7.8)

EC (mmhos/cm): 0 to 2

Eg horizon:

Hue: 10YR, 2.5Y, or Neutral

Value: 4 to 7

Chroma: 1 or 2

Redoximorphic features: depletions or concentrations, 1 to 20 percent, and fine or medium in size

Texture: fine sand or sand

Clay content: 0 to 5 percent

Rock fragments: 0 percent

Reaction: very strongly acid to slightly alkaline (pH 4.5 to 7.8)

EC (mmhos/cm): 0 to 2

Btg horizon:

Hue: 10YR, 2.5Y, or 5Y

Value: 4 to 7

Chroma: 1 or 2

Texture: fine sandy loam, sandy loam, or sandy clay loam

Redoximorphic features: depletions or concentrations, 1 to 20 percent, and fine or medium in size

Clay content: 12 to 35 percent

Rock fragments: 0 percent

Reaction: slightly acid to slightly alkaline (pH 6.1 to 7.3)

EC (mmhos/cm): 0 to 2

In some profiles a 1 or 2 inch thick weakly expressed Bh horizon may occur immediately above the Btg horizon.

The BCg horizon, where present, has colors and reaction similar to that of the Btg horizon.

Texture is loamy sand, loamy fine sand or sandy loam.

Cg horizon:

Hue: 10YR, 2.5Y, 5Y, Neutral, 10Y, 5GY, 10GY, or 5G

Value: 4 to 8

Chroma: 1 or 2

Texture: fine sand, sand, or loamy sand

Redoximorphic features: depletions and/or concentrations, 1 to 20 percent, and fine or medium in size

Clay content: 0 to 10 percent

Rock and shell fragments: 0 to 70 percent

Reaction: slightly acid to moderately alkaline (pH 4.5 to 7.8)

EC (mmhos/cm): 0 to 2

COMPETING SERIES: These are the Boca, Isles, and Pinellas series.

Boca soils have limestone bedrock at depths of 51 to 102 centimeters (20 to 40 inches).

Isles soils have limestone bedrock at depths greater than 152 centimeters (60 inches).

Pinellas soils have accumulations of secondary carbonates in Bk horizons within 76 centimeters (30 inches).

GEOGRAPHIC SETTING:

Parent material: sandy and loamy marine sediments

Landscape: Lower Coastal Plain

Landform: flatwoods, low broad flats, depressions, drainageways, sloughs, and flood plains on marine terraces

Slopes: 0 to 2 percent

Elevation: 0.5 to 58 meters (1 to 190 feet)

Mean annual temperature: 21 to 25 degrees C (70 to 77 degrees F)

Mean annual precipitation: 1016 to 1524 millimeters (40 to 60 inches)

Frost-free period: 345 to 365 days

GEOGRAPHICALLY ASSOCIATED SOILS:

Boca soils have limestone bedrock at depths of 51 to 102 centimeters (20 to 40 inches) and are on similar landform positions.

Bradenton and Winder soils have ochric epipedons less than 51 centimeters (20 inches) thick and are on similar landform positions.

EauGallie, Immokalee, Myakka, and Wabasso soils have spodic horizons and are on similar landform positions.

Eaton, Eureka, and Paisley soils have clayey argillic horizons and are on similar landform positions.

Ft. Green soils have 15 to 30 percent cobbles in the argillic horizon and are on similar landform positions.

Holopaw soils have Ochric epipedons more than 102 centimeters (40 inches) thick and are on similar landform positions.

Isles soils have limestone bedrock between depths of 102 to 152 centimeters (40 to 60 inches), salinity greater than 4 mmhos/centimeters, and are on similar landform positions.

Parkwood soils have an A horizon that meets the requirements of a mollic epipedon except for thickness and are on similar landform positions.

Pineda and Riviera soils have tongues of low chroma (E) material in the upper part of the argillic horizon and are on similar landform positions.

Pinellas soils have accumulations of secondary carbonates in Bk horizons and are on similar landform positions.

Pompano soils lack argillic horizons and are on similar landform positions.

DRAINAGE AND SATURATED HYDRAULIC CONDUCTIVITY:

Drainage class: Very poorly and poorly drained

Saturated hydraulic conductivity (Ksat): very high or high in the A and E horizons and low and moderately low in the Btg horizon

Permeability: rapid in the A and E horizons and very slow or slow permeability in the Btg horizon

Runoff: negligible to very low

Depth to seasonal high water table: 0 to 30 centimeters (0 to 12 inches) of the surface from 2 to 6 months during most years, and within 30 to 61 centimeters (12 to 24 inches) most of the rest of the year

Ponding: 0 to 61 centimeters (0 to 24 inches) in depressional areas more than 6 months each year

Flooding: frequently with duration 2 to 30 days or more

USE AND VEGETATION:

Under natural conditions Felda soils are used for water quality and wildlife habitat, many areas are used for citrus, truck crops, pastureland, range, and urban.

Potential native vegetation consists of cypress, waxmyrtle, pond pine, slash pine, cabbage palm, pineland threeawn, and various grasses, vines, and shrubs.

DISTRIBUTION AND EXTENT:

Major Land Resource Area (MLRA): Southern Florida Flatwoods (MLRA 155) and South Central Florida Ridge (MLRA 154)

Extent: Large

MLRA SOIL SURVEY REGIONAL OFFICE (MO) RESPONSIBLE: Auburn, Alabama.

SERIES ESTABLISHED:

Collier County, Florida; 1945.

REMARKS:

Particle-size control section: 89 to 109 centimeters (35 to 43 inches)

Diagnostic horizons and features recognized in this pedon:

Ochric epipedon - 0 to 89 centimeters (0 to 35 inches) (A and Eg horizons)

Albic horizon - 10 to 89 centimeters (4 to 35 inches) (Eg horizon)

Argillic horizon - 89 to 109 centimeters (35 to 43 inches) (Btg horizon)

Aquic conditions - 0 to 203 centimeters (0 to 80 inches)

Endosaturation - 0 to 203 centimeters (0 to 80 inches)

Soil classified according to the 12th Edition of the Keys to Soil Taxonomy.

ADDITIONAL DATA:

Laboratory data is available on the National Soil Survey website at:

<http://ncsslabdatamart.sc.egov.usda.gov/querypage.aspx>

OSD User Site ID: S1989FL043001

OSD Pedon Site ID: S1989FL043001

National Cooperative Soil Survey

U.S.A.

LOCATION GATOR FL

Established Series

Rev. AGH

03/2000

GATOR SERIES

The Gator series consists of very poorly drained organic soils that formed in moderately thick beds of hydrophytic plant remains overlying beds of loamy and sandy marine sediments. They are in depressions and on flood plains. Slopes are less than 1 percent.

TAXONOMIC CLASS: Loamy, siliceous, euic, hyperthermic Terric Haplosaprists

TYPICAL PEDON: Gator muck on a 0 percent slope in a marsh. (Colors are for moist soil.)

Oa--0 to 34 inches; black (5YR 2/1) muck; about 10 percent fiber, less than 5 percent rubbed; moderate medium granular structure; friable many fine roots; slightly acid in 0.01M calcium chloride; gradual wavy boundary. (16 to 50 inches thick)

Cg1--34 to 46 inches; very dark gray (10YR 3/1) sandy clay loam; massive; slightly sticky and plastic; slightly acid; gradual wavy boundary. (12 to 35 inches thick)

Cg2--46 to 52 inches; dark grayish brown (10YR 4/2) stratified loamy fine sand, fine sandy loam and fine sand; massive; nonsticky, nonplastic, slightly acid; gradual wavy boundary. (12 to 24 inches thick)

Cg3--52 to 58 inches; light gray (10YR 7/2) fine sand; single grained; loose; slightly acid.

TYPE LOCATION: Volusia County, Florida; about 4 miles west of DeLeon Springs in Lake Woodruff National Wildlife Refuge, about 1.5 miles east of Lake Woodruff and 0.5 mile southwest of Spring Garden Lake in cordgrass marsh.

RANGE IN CHARACTERISTICS: The pH is 4.5 or more in 0.01 M calcium chloride in at least some part of the organic materials in the control section. Some parts can be as acid as pH 3.6. The pH is 6.1 to 7.8 by the Hellige-Troug method in the Oa horizon. The reaction is very strongly acid to moderately alkaline in the Cg1 horizon, and strongly acid to moderately alkaline in the underlying horizons.

Thickness of the organic material ranges from 16 to 50 inches. Depth to loamy material is less than 51 inches. The Oa horizon has hue of 10YR to 5YR, value of 2 or 3, and chroma of 2 or less. Sodium pyrophosphate extract colors have hue of 10YR, value of 2 to 4, chroma of 4 or less, or value of 5, and chroma of 2 to 4, or value of 6 chroma of 3 or 4. Electrical conductivity in areas of saline seeps is more than 16.

The Cg1 and Cg2 horizons have hue of 10YR to 5Y, value of 2 to 7, and chroma of 2 or less. Texture is sandy clay loam, loam, sandy loam or fine sandy loam. Thin strata of sandy clay may be present. Organic matter content is less than 20 percent. In some pedons there is sand, fine sand, loamy sand, or loamy fine sand 4 to 15 inches thick immediately below the Oa horizon. Where present, it is underlain by a layer of sandy clay loam sufficiently thick to qualify for a loamy family. The Cg2 horizon commonly is stratified with loamy fine sand, fine sandy loam, or fine sand. Electrical conductivity may range from 0 to 8 in the upper part and from 2 to 4 in the lower part in areas of saline seeps.

The Cg3 horizon has hue of 10YR to 5GY, value of 4 to 7, and chroma of 2 or less. The texture is primarily fine sand, sand, or loamy sand, but may include strata of sandy loam and sandy clay loam. Electrical conductivity ranges from 0 to 4 in areas of saline seeps. Fragments of shell and/or soft masses of calcium carbonate may be present.

COMPETING SERIES: There are no other series in the same family. Closely related soils are the Kaliga, Okeelanta, Samsula, and Tomoka series. Okeelanta soils are sandy or sandy-skeletal. Samsula soils are sandy or sandy-skeletal and dysic. Kaliga and Tomoka soils are dysic.

GEOGRAPHIC SETTING: Gator soils are in depressions and on flood plains of lakes, rivers, and streams on the lower Coastal Plain in central and south Florida. Slopes are less than 1 percent. The mean annual precipitation is about 50 to 60 inches, and the mean annual air temperature is about 70 to 74 degrees F.

GEOGRAPHICALLY ASSOCIATED SOILS: These are the Holopaw, Riviera, Tequesta, and Terra Ceia series. Holopaw, Riviera, and Tequesta soils are mineral soils. Tequesta soils have a histic epipedon. Terra Ceia soils do not have mineral horizons within the control section.

DRAINAGE AND PERMEABILITY: Gator soils are very poorly drained. They are saturated with water that is always at or above the surface except during extended droughts. Flood plains are flooded for a very long duration. Permeability is rapid in the Oa and moderate in the loamy parts of the Cg horizon.

USE AND VEGETATION: Almost all areas are in marsh or swamp wetlands used for wildlife and water storage. Native vegetation is mostly cordgrass or Jamaica sawgrass, maidencane, Coastal Plain willow, redosier dogwood, or swamp vegetation including baldcypress, sweetgum, red maple, and American hornbeam.

DISTRIBUTION AND EXTENT: Central and southern portions of Peninsular Florida. The series is of moderate extent.

MLRA SOIL SURVEY REGIONAL OFFICE (MO) RESPONSIBLE: Auburn, Alabama

SERIES ESTABLISHED: Volusia County, Florida; 1977.

REMARKS: Gator soils have been included in the Tomoka soils in adjacent surveys.

Diagnostic features recognized in this pedon are:

Histic epipedon--the zone from the surface to a depth of 16 inches.

Surface tier--the zone from the surface to a depth of 12 inches.

The subsurface tier--the zone between 12 and 34 inches.

DATA: Soil Characterization Lab., IFAS, UOF
S8-9-(1-10), S31-12-(1-8), S18-7-(1-7), S31-16-(1-8),
S43-15-(1-4)

National Cooperative Soil Survey
U.S.A.

9.3 FNAI Element Occurrence Data Usage Letter



1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
fax 850-681-9364
www.fnai.org

April 11, 2014

David Alden
Land Conservation & Planning
Florida Fish and Wildlife Conservation Commission
Tallahassee, FL

Dear David,

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 GIS database to FWC on a quarterly update basis;
- The FNAI GIS data will be available to FWC staff for reference and incorporation as required in management plan review and preparation.

Our database manager, Frank Price, currently provides this update via ftp to FWC staff on a quarterly basis. Current FWC contacts for the quarterly update are Beth Stys and Ted Hoehn. We are pleased to continue this beneficial collaboration with the Florida Fish and Wildlife Conservation Commission.

Sincerely,

Gary Knight
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

9.4 FWC Agency Strategic Plan

Florida Fish and Wildlife Conservation Commission
Agency Strategic Plan
2014 – 2019

Theme One – Florida’s Fish and Wildlife Populations and Their Habitats

Goal 1: Ensure the sustainability of Florida’s fish and wildlife populations.

Strategies:

1. Manage listed species so they no longer meet Florida’s endangered and threatened listing criteria.
2. Manage species to keep them from meeting Florida’s endangered and threatened listing criteria.
3. Anticipate and address fish and wildlife species’ conservation needs in light of adaptation to long-term environmental changes.
4. Develop, acquire and apply the appropriate biological and sociological science to inform fish and wildlife conservation decisions.
5. Inform and guide partners regarding how their regulations, policies, procedures and other actions affect fish and wildlife conservation.
6. Protect fish and wildlife species through effective outreach and enforcement.

Goal 2: Ensure sufficient habitats exist to support healthy and diverse fish and wildlife populations.

Strategies:

1. Use science to determine quantity, quality and location of the habitats most critical to sustain healthy and diverse fish and wildlife populations.
2. Protect lands and waters critical to sustaining healthy and diverse fish and wildlife populations through diverse incentive programs.
3. Manage habitats to sustain healthy and diverse fish and wildlife populations.

Theme Two – Interactions with Fish and Wildlife, including Fishing, Hunting, Boating and Wildlife Viewing Opportunities

Goal 1: Provide residents and visitors with quality fishing, hunting, boating and wildlife viewing opportunities that meet their needs and expectations while providing for the sustainability of those natural resources.

Strategies:

1. Develop, acquire and use the appropriate biological and sociological science necessary to provide sustainable fishing, hunting, boating and wildlife viewing opportunities that meet the needs and expectations of user groups while providing for the sustainability of those resources.
2. Manage fish and wildlife populations to provide sustainable fishing, hunting, and wildlife viewing opportunities.
3. Develop and maintain widely available, diverse and accessible fishing, hunting, boating and wildlife viewing opportunities that meet the needs and expectations of residents and visitors while providing for the sustainability of those resources and emphasizing partnerships with both public and private landowners.
4. Recruit and manage sustainable levels of resident and visitor participation in fishing, hunting, boating and wildlife viewing.
5. Provide targeted fishing, hunting, boating and wildlife viewing programs for youth, the disabled and veterans.

Goal 2: Enhance the safety and outdoor experience of those who hunt, fish, boat and view wildlife.

Strategies:

1. Provide and promote opportunities for residents, and visitors to learn safety practices for fishing, hunting, boating and wildlife viewing.
2. Enhance the boating safety and waterway experience of residents and visitors through improved access, management, education and enforcement.
3. Promote Florida's outdoor environment as a safe and healthy recreational option for residents and visitors.
4. Address the growing disconnect between people and nature by marketing and providing opportunities and education for diverse age, race, gender, ethnic and other demographic sectors.

Goal 3: Use minimal regulations to manage sustainable fish and wildlife populations, manage access to fish and wildlife resources, and protect public safety.

Strategies:

1. Continually evaluate proposed and existing regulations, based on resource management benefits, public safety concerns, and economic and social impacts, to improve or eliminate regulations as warranted.
2. Coordinate with partners and stakeholders to ensure that appropriate authorities and regulations exist to maintain sustainable fish and wildlife populations.
3. Implement and enforce regulations in an informative, proactive and influential manner to enrich resident and visitors' outdoor experience while safeguarding the natural resources.

Goal 4: Minimize adverse environmental, social, economic and health and safety impacts from fish, wildlife and plants that are known, or have a potential, to cause adverse impacts.

Strategies:

1. Manage species and their habitats, as well as species and human interactions, to eliminate or reduce the adverse environmental, social, economic and health and safety impacts from native and non-native fish, wildlife and plants.
2. Effectively communicate to residents, visitors and businesses how to be safe and act responsibly when interacting with or possessing fish, wildlife and plants.
3. Manage captive and non-native wildlife movement and trade through proactive and responsive enforcement, regulation and education, with an emphasis on species that pose a high risk to our native fish and wildlife.
4. Enhance partnerships to address adverse environmental, social, economic and health and safety impacts from fish, wildlife and plants and ensure a consistent and integrated approach with FWC.

Theme Three – Sharing Responsibility for Fish and Wildlife Conservation and Management with an emphasis on developing conservation values in our youth

Goal 1: Ensure current and future generations support fish and wildlife conservation.

Strategies:

1. Expand and promote the Florida Youth Conservation Centers Network through leveraging FWC programs and staff, and developing public and private partnerships and sponsorships.
2. Develop and deliver standardized youth conservation curricula and fishing, hunting, boating and wildlife viewing outdoor activity programs, and assist with adapting programs and curricula to meet the needs of diverse communities.

3. Foster stewardship and shared responsibility for fish and wildlife conservation through conservation education programs.
4. Expand marketing and outreach to reach diverse audiences and engage all staff in priority outreach initiatives.

Goal 2: Ensure residents, visitors, stakeholders and partners are engaged in the processes of developing and implementing conservation programs.

Strategies:

1. Foster a common vision among partners and the FWC to maintain and enhance fish and wildlife populations and their habitats through interagency coordination, mutually beneficial goals and initiatives.
2. Engage residents, visitors, stakeholders and partners to understand their perspectives, develop and implement conservation programs, and implement fishing, hunting, boating and wildlife viewing management activities.
3. Use citizen science to enhance conservation programs.

Goal 3: Increase opportunities for residents and visitors, especially youth, to actively support and practice fish and wildlife conservation stewardship.

Strategies:

1. Inform residents and visitors about conservation stewardship and encourage their active involvement in achieving conservation of fish and wildlife.
2. Provide and promote opportunities for residents and visitors, especially youth, to participate in conservation stewardship activities, including FWC volunteer opportunities.

Goal 4: Encourage communities to conserve lands and waters critical to sustaining healthy and diverse fish and wildlife populations.

Strategies:

1. Provide communities with the necessary assistance to help them obtain the social and economic benefits of local conservation lands.
2. Provide residents and visitors with relevant information on the social and economic benefits of conservation, fishing, hunting, boating, and wildlife viewing.
3. Support community events and programs that promote fish and wildlife conservation.

Theme Four – Responsive Organization and Quality Operations

Goal 1: Integrate our commitment to benefit the community and enhance the economy through our conservation efforts and public service.

Strategies:

1. Identify and implement ways to support Florida businesses and job growth while managing fish and wildlife.
2. Identify and promote opportunities for staff to benefit local communities through participation in approved activities where FWC resources can be used (for example, the Florida State Employees' Charitable Campaign, the Guardian ad Litem Program, mentoring programs, FWC Disaster Response Teams, and American Red Cross Disaster Services).
3. Provide residents and visitors with reliable and current information on Florida's fish and wildlife.
4. Continue to attract visitors by providing top-quality fishing, hunting, boating and wildlife viewing opportunities.

Goal 2: Provide resources and support for the safety and protection of residents and visitors, our natural and cultural resources, and for emergency responses to critical incidents and environmental disasters.

Strategies:

1. Identify existing and emerging risks to the safety of residents and visitors and foster internal collaboration and external partnerships necessary to effectively manage, reduce or eliminate those risks.
2. Provide immediate and effective disaster response and recovery through mutual-aid efforts with local, state and federal partners.
3. Provide search, rescue, and recovery services in coordination with local, state and federal entities to ensure the safety of residents and visitors.
4. Protect natural and cultural resources through proactive and responsive enforcement efforts.

Goal 3: Ensure the FWC has highly effective and adaptive business practices.

Strategies:

1. Address emerging biological, social and economic trends, anticipate impacts and take advantage of opportunities to accomplish FWC's mission.
2. Expect each employee to be an ambassador for FWC and its mission to Florida's diverse residents and visitors.
3. Provide efficient and effective service to Florida's diverse residents, visitors, and FWC staff.

4. Foster a diverse, accountable, responsive and skilled workforce who effectively serves Florida's residents and visitors.
5. Manage existing and secure additional resources necessary to achieve fish and wildlife conservation and meet residents, visitor and stakeholder needs.
6. Create and maintain an effective business model that supports the FWC's mission by using continuous improvement approaches that foster a collaborative and professional culture.

9.5 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 March 2013)

These procedures apply to state agencies, local governments, and non-profits that manage state-owned properties.

A. General Discussion

Historic resources are both archaeological sites and historic structures. Per Chapter 267, Florida Statutes, *'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 State Policy relative to historic properties, state agencies of the executive branch must allow the Division of Historical Resources (Division) the opportunity to comment on any undertakings, 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 project, permit, grant, etc.

State agencies shall preserve the historic resources which are owned or controlled by the agency.

Regarding proposed demolition or substantial alterations of historic properties, consultation with the Division must occur, and alternatives to demolition must be considered.

State agencies must consult with Division to establish a program to location, inventory and evaluate all historic properties under ownership or controlled by the agency.

C. Statutory Authority

Statutory Authority and more in depth information can be found at:
<http://www.flheritage.com/preservation/compliance/guidelines.cfm>

D. Management Implementation

Even though the Division sits on the Acquisition and Restoration Council and approves land management plans, these plans are conceptual. Specific information regarding individual projects must be submitted to the Division for review and recommendations.

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. Recommendations may include, but are not limited to: approval of the project as submitted, cultural resource assessment survey by a qualified professional archaeologist, modifications to the proposed project to avoid or mitigate potential adverse effects.

Projects such as additions, exterior alteration, or related new construction regarding historic structures must also be submitted to the Division of Historical Resources for review and comment by the Division's architects. Projects involving structures fifty years of age or older, must be submitted to this agency for a significance determination. In rare cases, structures under fifty years of age may be deemed historically significant. These must be evaluated on a case by case basis.

Adverse impacts to significant sites, either archaeological sites or historic buildings, must be avoided. Furthermore, managers of state property should make preparations for locating and evaluating historic resources, both archaeological sites and historic structures.

E. Minimum Review Documentation Requirements

In order to have a proposed project reviewed by the Division, certain information must be submitted for comments and recommendations. The minimum review documentation requirements can be found at:

http://www.flheritage.com/preservation/compliance/docs/minimum_review_documentation_requirements.pdf.

* * *

Questions relating to the treatment of archaeological and historic resources on state lands should be directed to:

Deena S. Woodward
Division of Historical Resources
Bureau of Historic Preservation
Compliance and Review Section
R. A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250

Phone: (850) 245-6425

Toll Free: (800) 847-7278

Fax: (850) 245-6435

9.5.1 DHR Guidelines for Ground Disturbing Activities

USING THE MATRIX

Guidelines for Ground Disturbing Activities





Why do we need the Matrix?

- ❑ Regular ground disturbing activities by land managers can damage archaeological resources
- ❑ Projects vary, impacts vary
- ❑ Balance money, cultural resource protection, time, and necessary projects



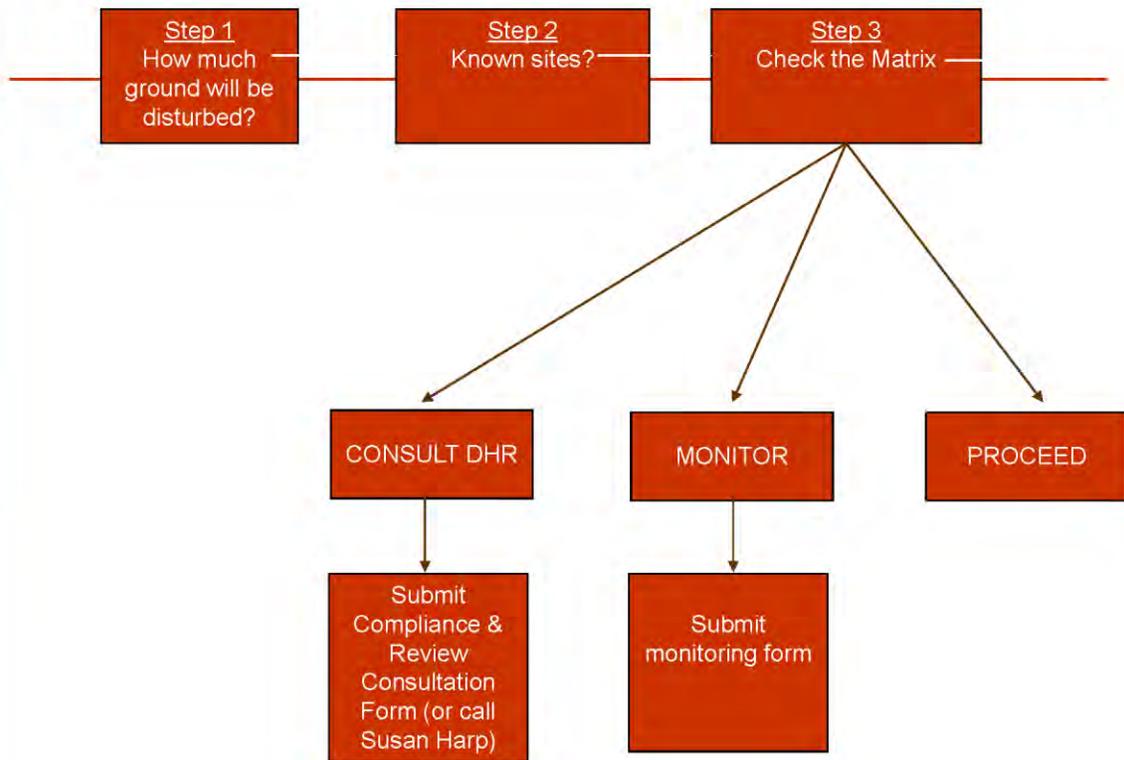
Recent Changes to the Matrix

- ❑ Simplification
- ❑ Eliminated shovel testing by land managers
- ❑ Increased consultation for known sites
- ❑ Decreased consultation for middle range projects

The Matrix

Extent of Disturbance	Known Sites	Un-surveyed Area	Surveyed Area, No Site
Major	Consult DHR	Consult DHR	Monitor
Minor	Consult DHR	Monitor	Proceed with Project

Flow Chart



Step 1:

Determine if a disturbance is:

- **Minor**
 - little ground disturbed
 - no new ground disturbed
- **Major**
 - much ground disturbed
 - new ground disturbed

Minor Disturbances

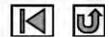
- ❑ Bicycle racks
- ❑ Cable burial with blade-type devices
- ❑ Campsite markers
- ❑ Emergency holes (for safety, accident or emergency repairs)
- ❑ Fireplaces/grills
- ❑ Flagpoles
- ❑ Garbage can or recycle bin posts
- ❑ Gardening (existing activity)
- ❑ Horse hitching posts
- ❑ Kiosks on post
- ❑ Lifeguard stands
- ❑ Lightning arresters
- ❑ Plantings (shrubbery, seedlings or plugs)
- ❑ Poles for utilities, lights, speakers
- ❑ **Prescribed burns (not initial)***
- ❑ Road/trail barriers & signs
- ❑ **Roller chopping (light-empty tank)**
- ❑ Sign posts
- ❑ Fire ring installation

* = IF the matrix calls for monitoring, do a walkover of the area after the undertaking. (Large or long, linear projects)



Minor Disturbances

- ❑ Boardwalks, catwalks or piers
- ❑ Equipment racks
- ❑ **Fire lane maintenance***
- ❑ Playground equipment installation
- ❑ Temporary open shelter construction
- ❑ Septic tank/drainage (replacement, no enlargement)
- ❑ Stabilizing existing unpaved roads (**not historic roads**)*
- ❑ Unpaved road maintenance (disking, harrowing, plowing, etc.)
- ❑ Decks or Platforms
- ❑ Drainage swale **maintenance***
- ❑ Fence posts and railings
- ❑ Parking lot boundary posts
- ❑ Monument construction
- ❑ Tower construction
- ❑ Well drilling (includes catchment basins)



Major Disturbances

- ❑ **Prescribed burns (initial)**
- ❑ Mechanized exotic plant removal (not hand pulling)
- ❑ Concrete slab installation
- ❑ Docks
- ❑ Dredging
- ❑ Public utilities (trenched)
- ❑ **New fire line construction**
- ❑ Beach construction
- ❑ **Initial roller chopping**
- ❑ Sewage treatment plant construction
- ❑ **Water/sewer line installation**
- ❑ Tree trunk removal (big trees)
- ❑ Tree or big plant planting or root ball removal
- ❑ **Drainage swale construction**
- ❑ Foundation repair or stabilization
- ❑ Mobile home installation
- ❑ Telephone lines (trenched)
- ❑ Terracing for erosion control
- ❑ Water retention area construction
- ❑ Septic tank/drain field installation (new or enlargement)
- ❑ Bridge Construction
- ❑ Garden installation (new areas)
- ❑ Animal burials
- ❑ Trenching
- ❑ Clivis (restroom) installation
- ❑ Sidewalk installation
- ❑ Picnic shelter with slab
- ❑ Borrow pits



Step 2:

Check for the presence of known archaeological sites and whether or not an archaeological survey has been conducted in your project area. Use the following sources:

- **Managed area's management plan**
- **Florida Master Site File**
- **Personal and local knowledge of site locations**

Step 3:

Based on information obtained in steps 1 and 2, determine the category in which the project falls on the Compliance Review Matrix Table (below).

Extent of Disturbance	Known Sites	Un-surveyed Area	Surveyed Area, No Site
Major	Consult DHR	Consult DHR	Monitor
Minor	Consult DHR	Monitor	Proceed with Project

9.6 Land Management Uniform Accounting Council Categories - Operation Plan Fiscal Year 2016

Land Management Uniform Cost Accounting Council

Uniform Land Management Cost Categories and Subcategories

1. Resource Management

- a. Exotic Species Control. -- Invasive exotic plant and animal removal activities and costs for inventorying, planning, preparing, executing, evaluating, monitoring and reporting. Also includes equipment, chemicals, protective clothing and supplies. Includes nuisance native feral animal and plant control.
- b. Prescribed Burning. -- Prescribed burning activities and costs for assessing, planning, preparing, executing, evaluating and reporting. Also includes equipment, protective clothing and supplies.
- c. Cultural Resource Management. -- Management activities and costs for assessing, planning, executing, evaluating and reporting, and for all maintenance, restoration or monitoring activities for prehistoric and historic sites, features and collection objects.
- d. Timber Management. -- Activities and costs related to the establishment of a stand of potentially merchantable timber, harvest of merchantable timber, and cultural treatments intended primarily to improve the growth and overall health of a stand of merchantable timber. Also includes activities and costs related to the cutting of merchantable timber in natural community and habitat restoration projects.
- e. Hydrological Management. -- Hydrological management and restoration activities and costs for assessing, monitoring, planning, preparing, executing, evaluating and reporting. Includes water level management, repair, removal or back-filling of ditches, canals, berms and dams. Also includes water quality and water quantity monitoring.
- f. Other. -- All other resource management activities and costs not captured in other specific subcategories. Examples include natural community and habitat restoration through other techniques; plant, animal or biological community survey, monitoring and research; listed species management; technical assistance; and evaluating and commenting on resource impacts to parks.

2. Administration

- a. Central Office/Headquarters. -- Headquarters units conducting general administration of land under management by the agency. Includes upper management direction, administration and fiscal, budget, personnel, purchasing and record keeping required for operations oversight and specific programs. Includes all duties unless they specifically relate to other categories or subcategories.
- b. Districts/Regions. -- Sub-state administrative districts or regions conducting general administration of the properties under their management. Includes all duties, unless they specifically relate to other categories or subcategories. General operating costs of district or region administrative facilities are included.
- c. Units/Projects. -- Conducting general administration duties at a specific management unit (state park, state forest, state wildlife management area, etc.). Includes supervisory duties, fiscal and record keeping duties, and any other duties that do not specifically relate to other categories or subcategories. General operating costs for the property, such as utilities, telephones and garbage collection, are included.

3. Support

- a. Land Management Planning. -- Developing land management plans required by Sec. 253.034, F.S. Includes researching and compiling plan information, materials and maps, coordinating planning activities, conducting review activities (internal reviews, public meetings, advisory group meetings, ARC, etc.), and promulgating draft plans and final plans.
- b. Land Management Reviews. -- Planning, organizing and conducting land management reviews by teams created under Sec. 259.036, F.S. Includes preparing and responding to land management review reports. Also includes similar work conducted as part of internal agency land management reviews.
- c. Training/Staff Development. -- Staff training and development costs incurred in any facet of the agency's land management activities.
- d. Vehicle Purchase. -- Acquisition of any vehicle purchased primarily for land management purposes or to support any category of land management activity by the agency.
- e. Vehicle Operation and Maintenance. -- Costs of operating and upkeep of any vehicle used by the agency to support any category of land management activity.

- f. Other. -- Any other support activity or cost not captured by other categories or subcategories.

4. Capital Improvements

- a. New Facility Construction. -- Use of Fixed Capital Outlay (FCO) or other budget authority for all new facility design and construction activities. Includes new roads, parking and all other infrastructure.
- b. Facility Maintenance. -- Use of Fixed Capital Outlay (FCO) or other budget authority for all repairs or renovations to existing facilities, roads or other infrastructure. Also includes ADA accessibility improvements and renovations.

5. Visitor Services/Recreation

- a. Information/Education Programs. -- Interpretive, environmental education and marketing programs that explain or promote the agency's mission or instill in visitors an understanding and appreciation for Florida's natural and cultural resources and their proper use and care. Includes signs, brochures, maps and other public information materials that are produced or disseminated.
- b. Operations. -- Includes the non-administrative and non-support costs involved in providing public access to lands. Includes all actions required to manage visitor activities in a way to ensure safe and enjoyable use by the public. Includes routine maintenance, cleaning and other work required to provide safe and efficient utilization of facilities and resources that support visitor use and recreation. Includes protection activities required by staff to safeguard natural and cultural resources, facilities, material, staff and visitors.

6. Law Enforcement

The provision of all activities for enforcing criminal, conservation and boating laws on land, freshwater and marine environments and all costs associated with these services. Includes the provision of uniform patrol. Includes overt and covert criminal investigations. Includes regulation of commercial wildlife trade. Also includes the direction and administration of all law enforcement programs and activities, and all associated costs.

Land Management Uniform Accounting Council and FWC Activity Code Groupings

Resource Management

Exotic Species Control

- 210 Exotic species control
- 211 Exotic plant control (mechanical)
- 212 Exotic 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

- 215 Hydrology management
- 216 Dams, dikes, levees
- 217 Canals
- 218 Water level management
- 194 Lake restoration

Other

- 185 GIS
- 186 Biometrics
- 200 RESOURCE MANAGEMENT
- 203 Tree and shrub planting
- 213 Wildlife management
- 214 Listed Species management
- 219 Upland restoration
- 282 Herbaceous seeding
- 283 Clearings
- 289 Native vegetation management (mechanical)
- 290 Native vegetation management (chemical)
- 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
- 295 Biological data collection, analysis, and reporting
- 275 Permits and authorizations
- 276 Commission rule development and review
- 277 Relocation
- 278 CITES tags
- 281 Other resource management
- 284 Feeding/watering
- 285 Nest structures
- 286 Population control
- 287 Stocking enhancements/population augmentation
- 288 Nuisance animal complaints
- 293 Mortality investigations
- 294 Program coordination and implementation C inter- and intra-agency coordination and program implementation at the section, bureau, or division level
- 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

- 209 Land Management Reviews
- 101 Project inspection C field inspections of projects.

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

721 Geospatial analysis techniques

191 Stamp design coordination

226 Human dimensions surveys

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

327 Becoming an Outdoor Woman C enhancement

331 Wings Over Florida

- 339 Range safety operations
- 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

Law Enforcement

FWC Activity Code Numeric Listing

- 100 ADMINISTRATION C administrative tasks, including preparation of forms, word processing, photocopying, filing, and other clerical/secretarial duties.
- 101 Project inspection C field inspections of projects.
- 103 Meetings C includes workshops, conferences, staff, and other meetings.
- 104 Budget/purchasing/accounting
- 128 New Vehicle and Equipment Purchase
- 140 REPORT WRITING/EDITING/MANUSCRIPT PREPARATION
- 141 Grant applications
- 145 Technical bulletin
- 150 PERSONNEL MANAGEMENT C recruitment, hiring, training, counseling, and supervising.
- 180 SYSTEMS ADMINISTRATION AND MANAGEMENT
- 182 Data management
- 184 Metadata development and management
- 185 GIS
- 186 Biometrics
- 187 IT
- 188 Web development
- 191 Stamp design coordination
- 194 Lake restoration
- 200 RESOURCE MANAGEMENT
- 201 Cultural resource management
- 202 Timber management
- 203 Tree and shrub planting
- 204 Resource planning
- 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
- 209 Land Management Reviews
- 210 Exotic species control
- 211 Exotic plant control (mechanical)

- 212 Exotic plant control (chemical)
- 213 Wildlife management
- 214 Listed Species management
- 215 Hydrology management
- 216 Dams, dikes, levees
- 217 Canals
- 218 Water level management
- 219 Upland restoration
- 221 Animal surveys
- 226 Human dimensions 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
- 277 Relocation
- 278 CITES tags
- 281 Other resource management
- 282 Herbaceous seeding
- 283 Clearings
- 284 Feeding/watering
- 285 Nest structures
- 286 Population control
- 287 Stocking enhancements/population augmentation
- 288 Nuisance animal complaints
- 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
- 311 Boundary signs
- 312 Informational signs
- 320 Outreach and education C attending or developing educational or
informational materials or events for the public
- 327 Becoming an Outdoor Woman C enhancement
- 331 Wings Over Florida

- 339 Range safety operations
- 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
- 721 Geospatial analysis techniques 740 EVALUATIONS AND ASSESSMENTS
- 750 URTD assessment
- 789 Site Preparation – GCR
- 790 Irrigation – GCR
- 791 Seed Collection – Hand
- 792 Seed Collection – Mechanical
- 793 Herbicide Maintenance Treatment
- 910 New facility construction C buildings/structures
- 912 New construction C roads/bridges
- 913 New construction C trails
- 914 New construction C fences
- 920 Facility and equipment maintenance (FEM) C buildings/structures
- 921 FEM C utilities
- 922 FEM C custodial functions
- 923 FEM C vehicles/equipment
- 925 FEM C boating access
- 926 FEM C roads/bridges
- 927 FEM C trails
- 928 FEM C fences

9.7 Operation Plan Fiscal Year 2016-2017

Operational Report Fiscal year 2016 Projects: Youngquist Parcel						
Activity	Title	Man Days	Salary	FuelCost	Other	Total
100	ADMINISTRATION	5	\$ -	\$ 1,002.20	\$ 66.20	\$ 1,068.40
101	Project inspection C field inspections of projects.	5	\$ -	\$ 1,002.20	\$ 66.20	\$ 1,068.40
103	Meetings	10	\$ -	\$ 2,004.40	\$ 132.40	\$ 2,136.80
104	Budget/purchasing/accounting	0	\$ -	\$ -	\$ -	\$ -
128	New Vehicle and Equipment Purchase	0	\$ -	\$ -	\$ -	\$ -
140	REPORT WRITING/EDITING/MANUSCRIPT PREPARATION	0	\$ -	\$ -	\$ -	\$ -
141	Grant applications	0	\$ -	\$ -	\$ -	\$ -
145	Technical bulletin	0	\$ -	\$ -	\$ -	\$ -
150	PERSONNEL MANAGEMENT	0	\$ -	\$ -	\$ -	\$ -
163	Program Supervision	3	\$ -	\$ 601.32	\$ 39.72	\$ 641.04
176	Planning		\$ -	\$ -	\$ -	\$ -
180	SYSTEMS ADMINISTRATION AND MANAGEMENT	0	\$ -	\$ -	\$ -	\$ -
182	Data management	0	\$ -	\$ -	\$ -	\$ -
184	Metadata development and management	1	\$ -	\$ 200.44	\$ 13.24	\$ 213.68
185	GIS	4	\$ -	\$ 801.76	\$ 52.96	\$ 854.72
186	Biometrics	0	\$ -	\$ -	\$ -	\$ -
187	IT	2	\$ -	\$ 400.88	\$ 26.48	\$ 427.36
204	Resource planning	40	\$ 500.00	\$ 8,017.60	\$ 529.60	\$ 9,047.20
205	Prescribed burning	0	\$ -	\$ -	\$ -	\$ -
206	Prescribed burning C growing season (April 1 to September 30)	0	\$ -	\$ -	\$ -	\$ -
207	Prescribed burning C dormant season (October 1 to March 31)	0	\$ -	\$ -	\$ -	\$ -
208	Firebreaks	0	\$ -	\$ -	\$ -	\$ -
209	Land Management Reviews	4	\$ -	\$ 801.76	\$ 52.96	\$ 854.72
210	Exotic species control	0	\$ -	\$ -	\$ -	\$ -
294	Program coordination and implementation	10	\$ -	\$ 2,004.40	\$ 132.40	\$ 2,136.80
295	Biological data collection, analysis, and reporting	0	\$ -	\$ -	\$ -	\$ -
296	Habitat protection technical assistance	0	\$ -	\$ -	\$ -	\$ -
311	Boundary signs	0	\$ -	\$ -	\$ -	\$ -
312	Informational signs	0	\$ -	\$ -	\$ -	\$ -
320	Outreach and education	10	\$ -	\$ 2,004.40	\$ 132.40	\$ 2,136.80
910	New facility construction C buildings/structures	100	\$ -	\$ 20,044.00	\$ 1,324.00	\$ 21,368.00
912	New construction C roads/bridges	0	\$ -	\$ -	\$ -	\$ -
913	New construction C trails	0	\$ -	\$ -	\$ -	\$ -
914	New construction C fences	2	\$ -	\$ 400.88	\$ 26.48	\$ 427.36
920	Facility and equipment maintenance	2	\$ -	\$ 400.88	\$ 26.48	\$ 427.36
921	FEM C utilities	1	\$ -	\$ 200.44	\$ 13.24	\$ 213.68
922	FEM C custodial functions	2	\$ -	\$ 400.88	\$ 26.48	\$ 427.36
923	FEM C vehicles/equipment	2	\$ -	\$ 400.88	\$ 26.48	\$ 427.36
SUB-TOTAL		203	\$ 500.00	\$ 40,689.32	\$ 2,687.72	\$ 43,877.04
Law Enforcement - Resource Protection						\$ 7.01
TOTAL						\$ 43,884.05

9.8 Arthropod Control Plan



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD MANAGEMENT PLAN - PUBLIC LANDS

ADAM H. PUTNAM
COMMISSIONER

Section 388.4111, F.S.
Telephone: (850) 617-7895

Return to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6,
Tallahassee, Florida 32399-1650

For use in documenting an Arthropod Control Plan 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:
Youngquist Parcel of the CREW Wildlife and Environmental Area

Is Control Work Necessary: Yes No

Location:
24000 Corkscrew Rd, Estero, FL 33928

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: N/A

- 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: N/A

Proposed Larval Control: N/A

Proposed larval monitoring procedure:

Are post treatment counts being obtained: Yes No

Biological Control of Larvae:

Might predacious fish be stocked: Yes No

Other biological controls that might be used: N/A

Material to be Used for Larvaciding Applications: N/A

(Please Check All That Apply:) N/A

Bti

Bs

Methoprene

Non-Petroleum Surface Film

Other, please specify:

Please specify the following for each larvacide: N/A

Chemical or Common name: N/A

Ground Aerial

Rate of application: N/A

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:

Rate of application:

Method of application:

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: Managers of the area will be notified by e-mail before treatment of the area occurs. The notice should include a map of the area being treated, the chemicals 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:

How long are records maintained:

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:
No

Include proposed operational schedules for water fluctuations:
N/A

List any periodic restrictions, as applicable, for example peak fish spawning times.
None

Proposed Modification of Aquatic Vegetation:

None

Land Manager Comments:

No vegetation modifications will be done for arthropod control.

Arthropod Control Agency Comments:

At this time, we do not need to conduct any arthropod control at the Youngquist Parcel on CREW Wildlife and Environmental Area.

 4/4/18
Signature of Lands Manager or Representative Date

Signature of Mosquito Control Director / Manager Date

9.9 Lee County Letter of Compliance with Local Government Comprehensive Plan



John Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

May 15, 2018

Rebecca Shelton, Conservation Planner
Florida Fish and Wildlife Conservation Commission
Wildlife and Habitat Management Section
620 South Meridian Street
Tallahassee, FL 32399-1600

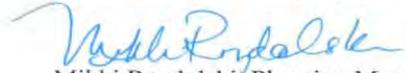
**RE: Lee County Comprehensive Plan Consistency:
Youngquist Parcel Management Plan Update**

Ms. Shelton:

Thank you for your submittal of the Florida Fish and Wildlife Conservation Commission's (FWC) 10 year management plan update for the 10.01 acre Youngquist parcel; located in Section 36, Township 46 South, and Range 27 East, 24000 Corkscrew Road. The property is located within the Conservation Lands (Uplands and Wetlands) Future Land Use Category that allows: wildlife preserves; wetland and upland mitigation areas and banks; natural resource based parks; ancillary uses for environmental research and education, historic and cultural preservation, and natural resource based parks (such as signage, parking facilities, caretaker quarters, interpretive kiosks, research centers, and quarters and other associated support services); and water conservation lands such as aquifer recharge areas, flowways, flood prone areas, and well fields.

Lee County's Department of Community Development has reviewed the submitted management plan and has found the plan is consistent with the Lee County Comprehensive Plan. Lee County appreciates the opportunity to review your update to the management plan and looks forward to working with your agency in the future.

Sincerely,
Department of Community Development


Mikki Rozdolski, Planning Manager
Planning Section

P. O. Box 398, Fort Myers, Florida 33902-0398 (239) 533-2111
Internet address <http://www.leegov.com>
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER