

## **13 Appendices**

### **13.1 License Agreement**

**DEPARTMENT OF THE ARMY LICENSE  
FOR FISH AND WILDLIFE ACTIVITIES ON  
LAKE SEMINOLE  
JACKSON COUNTY, FLORIDA**

**No. DACW01-3-05-0028**

**THE SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, under authority of Section 3, Title 16, United States Code § 663 and Section 4, Title 16, United States Code § 460d, hereby grants to the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**, an agency of the State of Florida, hereinafter referred to as the grantee, a license for fish and wildlife activities over, across, in and upon approximately 7,592.0 acres of lands of the United States, as identified in **Exhibits "A-1", "A-2", and "A-3"**, attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS LICENSE** is granted subject to the following conditions.

**1. TERM**

This license is granted for a **term of twenty-five (25) years, beginning March 1, 2005 and ending February 28, 2030**, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration for this license is the operation and maintenance of the premises by the grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

**3. NOTICES**

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to the **Director, Habitat and Species Conservation, Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600**; and if to the United States, to the **District Engineer, U.S. Army Engineer District, Mobile, ATTN: RE-C, P.O. Box 2288, Mobile, AL 36628-0001**; or as from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

**5. SUPERVISION BY THE DISTRICT ENGINEER**

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

**6. STRUCTURES AND EQUIPMENT**

The grantee shall have the right, during the term of the license, to erect such structures and to provide such equipment upon the premises to accomplish the purposes of the license and as provided for in the Annual Management Plan. Those structures and equipment shall be and remain the property of the grantee, except as otherwise provided in the condition on **RESTORATION**.

**7. ANNUAL MANAGEMENT PLANS**

The grantee shall administer the premises in accordance with an Annual Management Plan which shows the management and development activities to be undertaken by the grantee. No later than March 15 of each year, the grantee will submit the Annual Management Plan to be mutually agreed upon between the grantee and the said officer. Such Annual Management Plan shall include but is not limited to the following:

- a. Plans for management, maintenance, and development activities to be undertaken by the grantee or jointly by the Corps of Engineers and the grantee which shall include plans for any proposed structures and improvements.
- b. The areas to be utilized for agricultural purposes.
- c. The variety and scope of crops to be planted, as well as any rotations.
- d. The type of wildlife cover to be cultivated, if any.
- e. The areas designated for various species of fish and wildlife propagation.

**8. FISH AND WILDLIFE ACTIVITIES**

a. The grantee may plant or harvest crops, either directly, by service contract, by sharecrop agreements with local farmers, or by agricultural agreements to provide food and/or habitat for wildlife and for the development and conservation of land, fish and wildlife, forests, and other natural resources. Where feasible, contracts and agreements with third parties shall be by competitive bid procedures.

b. Any lands not being managed by the grantee for wildlife habitat will be made available for lease by the said officer for agricultural or grazing purposes under conditions which would not be incompatible with the grantee's use of the premises.

c. The grantee may take, trap, remove, stock or otherwise control all forms of fish and wildlife on the premises, and may place therein such additional forms of fish and wildlife as it may desire from time to time, and shall have the right to close the area, or any parts thereof from time to time, to fishing, hunting or trapping, provided that the closing of any area to such use shall be consistent with the state laws for the protection of fish and wildlife.

#### **9. ACCOUNTS, RECORDS AND RECEIPTS**

a. All monies received by the grantee from operations conducted on the premises may be utilized by the grantee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this license and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the said officer. The grantee shall provide an annual statement of receipts and expenditures to the said officer. The said officer shall have the right to perform audits of the grantee's records and accounts.

b. Payment of direct expenses is authorized for planning and development of optimum wildlife habitat including planting of wildlife food plots, necessary timber clearing, erosion control or habitat improvements such as shelter, restocking of fish and wildlife, and protection of endangered species. Payment of grantee's employees who are directly engaged in such activities at the project is also authorized. However, proceeds will not be used for the payment of general administrative expenses.

c. Proceeds derived from the sale of fishing and hunting licenses are not subject to this condition.

#### **10. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

#### **11. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

## **12. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## **13. PROTECTION OF PROPERTY**

The premises shall at all times be protected and maintained in good order and condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **14. RESTORATION**

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

**15. NON-DISCRIMINATION**

a. The grantee shall not discriminate against any person or exclude them from participation in the grantee's operations, programs or activities conducted on the licensed premises, because of race, color, religion, sex, age, handicap or national origin. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The grantee, by acceptance of this license, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7.

**16. TERMINATION**

This license may be terminated by the grantee at any time by giving the said officer at least thirty (30) days notice in writing.

**17. NATURAL RESOURCES**

The grantee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the approved Annual Management Plan. The grantee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the grantee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the grantee under the provisions of this license.

**18. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or

local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

**b.** The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

**c.** The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

#### **19. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### **20. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

#### **21. OTHER**

**a.** This license replaces Department of the Army License No. DACW01-3-80-0103, which expired February 28, 2005.

**b.** Performance of the State of Florida under this Agreement which requires legislatively-appropriated funding is contingent upon an annual appropriation by the Florida Legislature.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 26 day of April, 2006.

*Willie L. Patterson*  
WILLIE L. PATTERSON  
Chief, Real Estate Division  
U.S. Army Engineer District, Mobile

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF MOBILE

On this 26 day of April, 2006, before me the undersigned Notary Public, personally appeared Willie L. Patterson, Real Estate Division, U.S. Army Engineer District, Mobile, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Michael Lopez*  
Notary Public

My Commission Expires: SEP 13, 2006  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sep 13, 2006  
BORNEO TRISTE NOTARY PUBLIC

[SEAL]



THIS LICENSE is also executed by the Grantee this 18<sup>th</sup> day of April, 2006.

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

By: Timothy A. Breault  
Title: Director OFWC

**ACKNOWLEDGMENT**

STATE OF Lebanon  
COUNTY OF Florida

On this 18<sup>th</sup> day of April, 2006, before me the undersigned Notary Public, personally appeared Timothy A. Breault, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

P. S. McChesney  
Notary Public



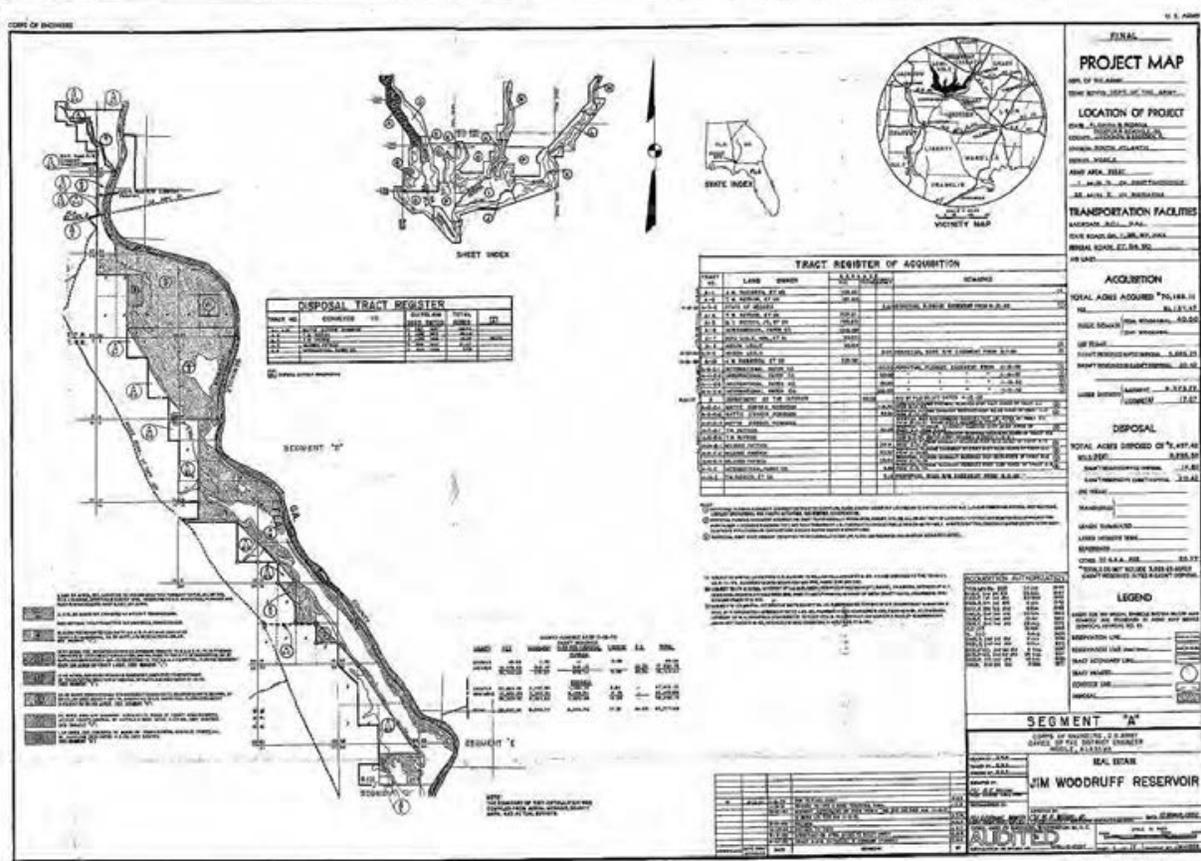
P. S. McChesney  
MY COMMISSION # DD094931 EXPIRES  
April 28, 2006  
BONDED THRU TROY FAH INSURANCE, INC.

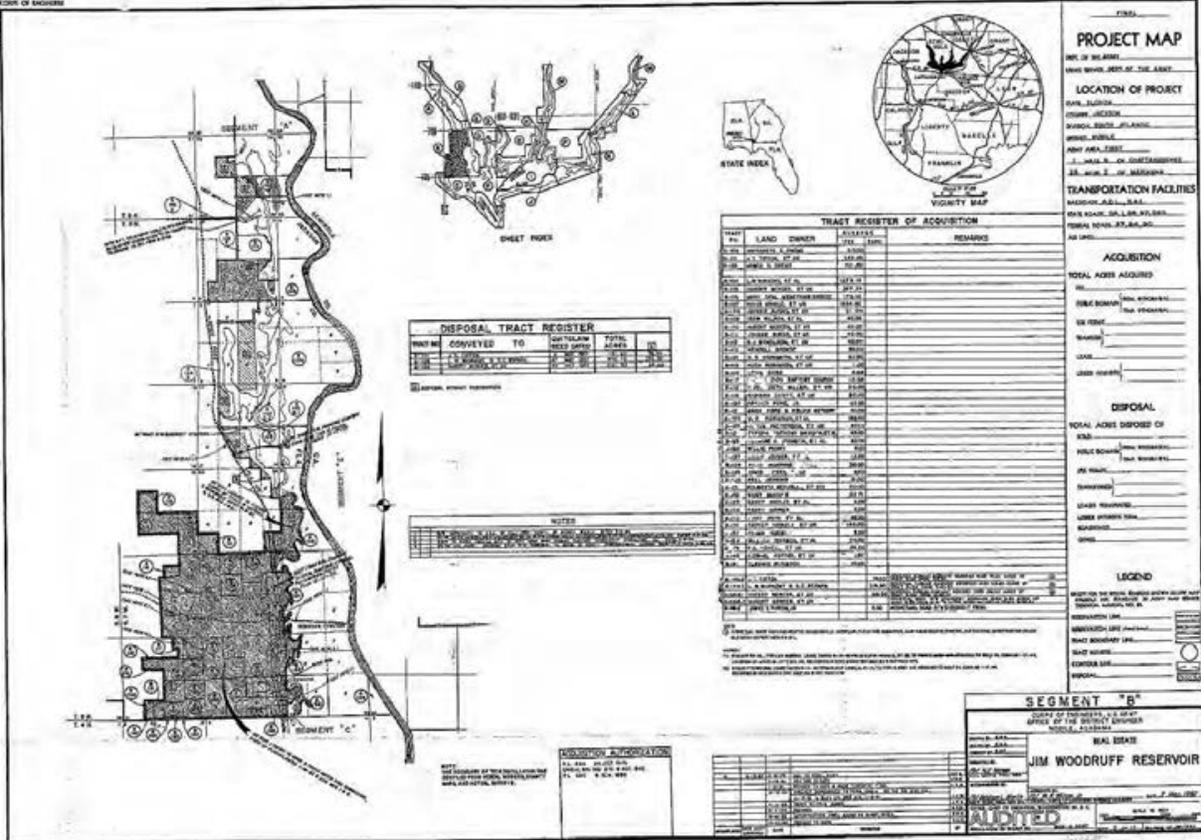
My Commission Expires: \_\_\_\_\_

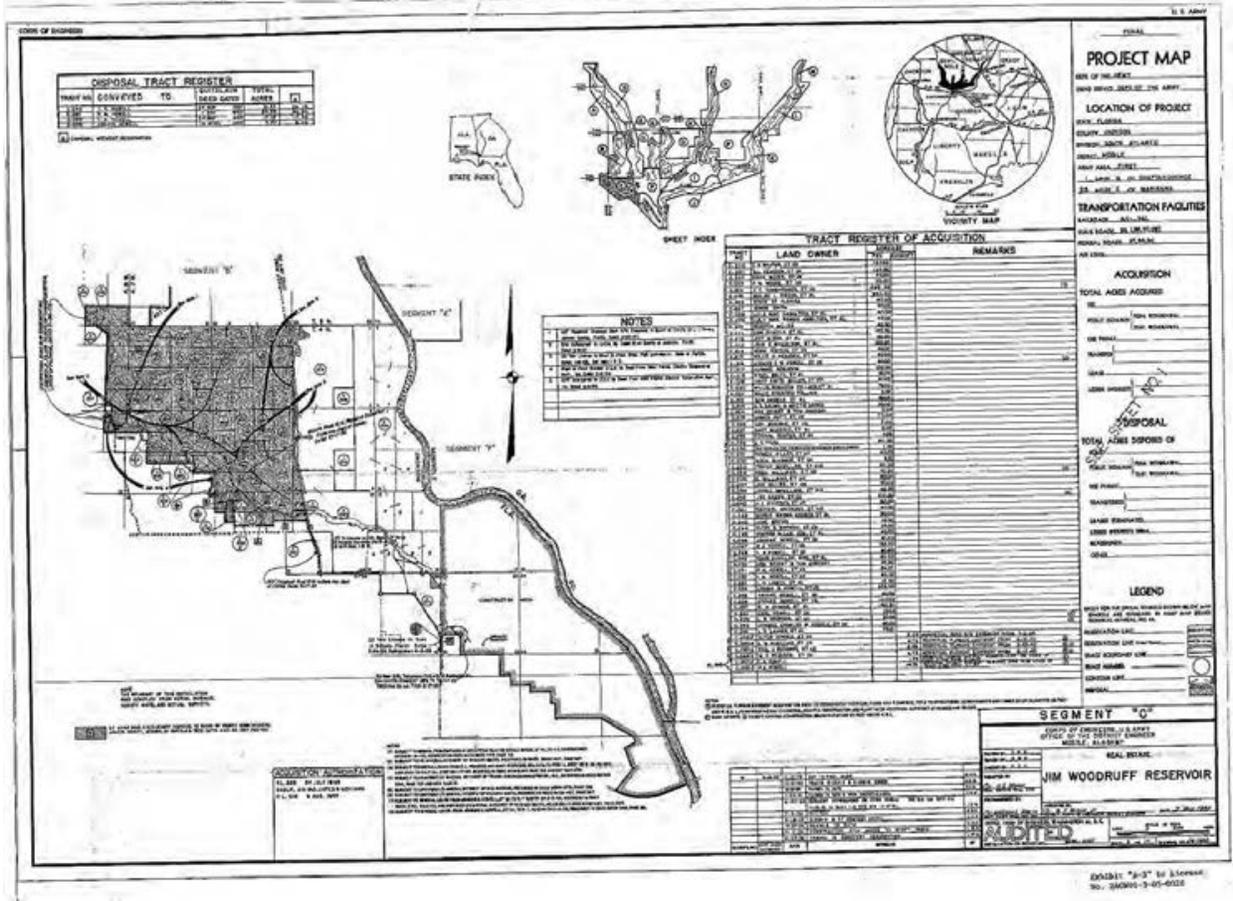
[SEAL]

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

[Signature]  
Commission Attorney







GENERAL PLAN  
FOR USE OF PROJECT LAND AND WATER AREAS  
FOR WILDLIFE CONSERVATION AND MANAGEMENT  
JIM WOODRUFF DAM AND RESERVOIR, FLORIDA

WHEREAS certain lands in the State of Florida have been acquired by the Department of the Army for the Jim Woodruff Dam and Reservoir Project for flood control and navigation purposes under authority of the River and Harbor Act, approved 24 July, 1946 (Public Law 525 - 79th Congress, 2nd Session), and

WHEREAS the Act of 14 August, 1946 (60 Stat. 1000) provides in Section 3 thereof that "Whenever the waters of any stream or other body of water are impounded, diverted, or otherwise controlled for any purpose whatever by any department or agency of the United States, adequate provision consistent with the primary purposes of such impoundment, diversion, or other control shall be made for the use thereof, together with any areas of land, or other interests therein, acquired or administered in connection therewith, for the conservation, maintenance, and management of wildlife, resources thereof, and its habitat thereon. In accordance with general plans, covering the use of such waters and other interests for these purposes, approved jointly by the head of the department or agency exercising primary administration thereof, the Secretary of the Interior, and the head of the agency exercising administration over the wildlife resources of the State wherein the waters and areas lie, such waters and other interests shall be made available without cost for administration (a) by such State agency, if management thereof for the conservation of wildlife relates to other than migratory birds; (b) by the Secretary of the Interior, if the waters and other interests have particular value in carrying out the national migratory bird program."

NOW THEREFORE, it is agreed by the Secretary of the Army, Secretary of the Interior and the Director of the Florida Game and Fresh Water Fish Commission as follows:

All of the following described lands within the project area have been determined by the Secretary of the Army to be available for administration for wildlife purposes and will be made available by the Secretary of the Army to the Florida Game and Fresh Water Fish Commission in accordance with an instrument to be issued by the Secretary of the Army covering the necessary details of the agreement between the two agencies.

DESCRIPTION

**Township 5 North, Range 7 West,**

All of Section 32;  
All of Section 29 except the area East of the county road in the Northeast 1/4 of the Northeast 1/4;  
The Southwest 1/4 of the Southwest 1/4 and all that part West of the county road in the Southeast 1/4 of the Southeast 1/4 of Section 29;  
The East half of the Southeast 1/4, the Northwest 1/4 of the Southeast 1/4, the Northeast 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 19;  
The Southeast 1/4, the South 1/2 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4, and the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 30;  
The Southeast 1/4, the South 1/2 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the East 1/4 of the Northeast 1/4 of the Northeast 1/4, the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4, the South 165 feet of the West 3/4 of the Northwest 1/4 of the Northeast 1/4, the South 165 feet of the Northeast 1/4 of the Northwest 1/4, the North half of the Southeast 1/4 of the Northwest 1/4, and the Southeast 1/4 of the Southwest 1/4 of Section 31.

**Township 5 North, Range 8 West,**

The South 1/2 of the Southeast 1/4 of Section 36.

**Township 4 North, Range 8 West**

Four acres in the diagonal Northeast corner of the Northwest 1/4 of the Northeast 1/4, the East 1/4 less the South 426 feet of the West 400 feet of the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 1;  
The Northeast 1/4 of the Northeast 1/4 except the cemetery and excepting the North 228 feet of the West 400 feet of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 12.

**Township 4 North, Range 7 West,**

All of Sections 5, 6 and 8, and the Northeast 1/4, the East 1/2 of the Northwest 1/4, the Northwest 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southeast 1/4, the North 1/2 of the Northwest 1/4 of the Southeast 1/4, the North 1/2 of the Northeast 1/4 of the Southwest 1/4 in Section 7;  
The Northwest 1/4 of the Northwest 1/4, and the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 17.

This general plan shall supersede the previous general plan executed by C. W. Pace, Director, Florida Game and Fresh Water Fish Commission on 15 June, 1954 and by the Secretary of the Interior on 12 July, 1954, and by the Assistant Secretary of the Army on 21 March, 1955.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Secretary of the Army

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Secretary of the Interior

10/7/57  
\_\_\_\_\_  
(Date)

R. D. Aldrich  
\_\_\_\_\_  
Director, State Fish & Game Dept.

SUPPLEMENTAL AGREEMENT NO. 1  
TO LICENSE FOR WILDLIFE AND FISHERY MANAGEMENT PURPOSES  
JIM WOODRUFF RESERVOIR AREA

THIS SUPPLEMENTAL AGREEMENT, made and entered into between the Secretary of the Army, of the first part, and the Game and Fresh Water Fish Commission of the State of Florida, of the second part, WITNESSETH THAT:

WHEREAS, on the 12th day of April 1955, the Secretary of the Army licensed to the Game and Fresh Water Fish Commission of the State of Florida, 7,273 acres, more or less, of land and water areas in the Jim Woodruff Reservoir Area, for wildlife and fishery management purposes for a period of twenty-five (25) years, beginning 1 March 1955 and ending 29 February 1980, and

WHEREAS, Public Law 300, 84th Congress, 1st Session, was enacted providing for the reconveyance to former owners of those lands not required for operation and maintenance of the project, including the lands licensed for wildlife and fishery management, and

WHEREAS, Public Law 998, 84th Congress, 1st Session, was enacted into law, which provides that certain lands containing approximately 5,027.25 acres of land and water areas under the administration of the Game and Fresh Water Fish Commission of the State of Florida, should be retained by the United States for fish and wildlife and recreational purposes, and

WHEREAS, in recognition of the provisions of the foregoing Public Laws it now becomes necessary to amend the license to reduce the area set aside for administration by the Licensee,

NOW THEREFORE, in consideration of the premises, the parties hereto do mutually agree that the license be modified in the following particulars and in these particulars only, effective 1 December 1956:

1. That the acreage shown in the granting clause be changed to read 5,027.25 acres, more or less, of land and water areas. ,

2. That Exhibit "A-1", attached hereto and made a part hereof, be substituted for Exhibit "A" of the license.

All other terms and conditions of the license shall be and remain the same.

IN WITNESS WHEREOF, I have hereunto set my hand by direction of the ~~Assistant~~ Secretary of the Army \_\_\_\_\_ this 29th day of March 19 57.

/s/ Edward A. Bacon

Edward A. Bacon  
Deputy Assistant Secretary  
of the Army

THIS SUPPLEMENTAL AGREEMENT is also executed by the Licensee on this 12 day of December 19 56.

FLORIDA GAME AND FRESH WATER  
FISH COMMISSION

Attest:

/s/ A. D. Aldrich

SEAL

( S E A L )

By: /s/ F. F. Holland

Title: Chairman

SUPPLEMENTAL AGREEMENT NO. 2  
TO LICENSE FOR WILDLIFE AND FISHERY MANAGEMENT  
PURPOSES  
JIM WOODRUFF RESERVOIR AREA

THIS SUPPLEMENTAL AGREEMENT, made and entered into between the Secretary of the Army, of the first part, and the Game and Fresh Water Fish Commission of the State of Florida, of the second part, WITNESSETH THAT:

WHEREAS, on the 12th day of April 1955, the Secretary of the Army licensed to the Game and Fresh Water Fish Commission of the State of Florida, 7,273 acres, more or less, of land and water areas in the Jim Woodruff Reservoir Area, for wildlife and fishery management purposes for a period of twenty-five (25) years, beginning 1 March 1955 and ending on 29 February 1980, and

WHEREAS, on the 29th day of March 1957 the license was amended to reflect the acreage of land and water areas under the provisions of Public Law 998, 84th Congress, 1st Session, and

WHEREAS, the licensee has requested the use of additional land and water areas in their wildlife and fishery management program, and

WHEREAS, it has been administratively determined that the highest and best use of the land and water areas is for fish and wildlife management, and it is in the best interest of the Government to further amend the license by making approximately 107.56 acres of land and water areas available to the licensee for management and administration.

NOW THEREFORE, in consideration of the premises, the parties hereto do mutually agree that the license be modified in the following particulars and in these particulars only, effective 1 November 1957:

1. That the acreage shown in the granting clause be changed to read 5,134.81 acres, more or less, of land and water areas.
2. That Exhibit "A-2", attached hereto and made a part hereof, be substituted for Exhibit "A-1" of the license.

Other terms and conditions of the license shall be and remain the

IN WITNESS WHEREOF, I have hereunto set my hand by direction of the ~~Assistant~~ Secretary of the Army \_\_\_\_\_ this 17<sup>th</sup> day of November 1957.

Edward A. Bacon  
Edward A. Bacon  
Deputy Assistant Secretary  
of the Army

THIS SUPPLEMENTAL AGREEMENT is also executed by the Licensee this 31st day of October 1957.

GAME AND FRESH WATER FISH COMMISSION  
STATE OF FLORIDA

Attest:

By: R. D. [Signature]

Oliver R. Yancy

Title: Director

(SEAL)

NOV 10 1968

TO: Major W. L. Garrison

FROM: WPA Council

SUBJECT: agreement for maintenance of water structures on Apalachee area.

Mr. Roberts in the office of Mr. White, Corps of Engineers, Post Office Building, Jackson City, telephoned 1:40 p. m. this date (11-10-68) that a "Memorandum of Agreement" between the Board of County Commissioners of Jackson County and the Florida Game and Fresh Water Fish Commission, executed on November 1, 1958, to run for a period of 10 years, did expire on November 1, 1968. This agreement provided for joint action by the Jackson County Board of Commissioners and the GFWF to maintain some ditches or water structures within the management area in a satisfactory manner.

On a recent General Inspection, two of the ditches were found to be in unsatisfactory condition. In a search to establish responsibility, it was discovered that the "Memorandum of Agreement" had expired. Mr. Roberts is making a carbon copy of the original agreement, which I am to call for which we are working.

Next is, Does the Commission wish to renew this agreement? Should the Commission decline to do so, full responsibility will fall upon the Board of County Commissioners, Jackson County, based upon a general agreement with the Corps of Engineers for the entire watershed in that area.

I assured Mr. Roberts that I could not speak for the Commission, but that I was persuaded that the GFWF would work out on the Board of County Commissioners, that surely we would cooperate in some manner to maintain water ditches on the management area.

We are to give the Corps of Engineers some word concerning our position by Friday noon of this week, November 14, if possible.

WPA:js  
11-10-68

11/7/69

13,

The local office of Corps of Engineers called regarding "maintenance agreement" on Apalachée Management Area between Jackson County Board of County Commissioners and Game Commission.

The original agreement was for ten years (Nov. 1, 1958 to Nov. 1, 1968). That means it expires last year, but maybe the man meant 1959 to 1969 instead.

Anyway, I checked our files and found nothing. Since it was so long ago maybe this agreement originated with Tallahassee office.

The Corps of Engineers office needs to talk to you about it no later than Monday since they need to negotiate another new agreement.

Please call Mr. White or Mr. Roberts  
785-4791

13S

## **13.2 Land Management Uniform Cost Accounting Council Terms**

## Land Management Uniform Accounting Council 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 Categories and FWC Activity Codes**

**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
<u>Other</u>	
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

## **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
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275	Permits and authorizations
276	Commission rule development and review
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278	CITES tags
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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

### 13.3 Public Involvement

**APALACHEE Wildlife Management Area (AWMA)  
Management Advisory Group (MAG)  
Consensus Meeting Results**

*June 5, 2013, in Chattahoochee, Florida*

The intent of convening a consensus meeting is to involve a diverse group of stakeholders in assisting the Florida Fish and Wildlife Conservation Commission (FWC) in development of a rational management concept for lands within the agency's managed area system. FWC does this by asking spokespersons for these stakeholders to participate in a half-day meeting to provide ideas about how FWC-managed lands should be protected and managed.

The MAG consensus meeting was held on the morning of June 5, 2013 at U.S. Army Corps of Engineers/ Lake Seminole Office in Chattahoochee, Florida in Gadsden County. The ideas found below were provided by stakeholders for consideration in the 2013 - 2023 Management Plan (MP) with priority determined by vote. These ideas represent a valuable source of information to be used by biologists, planners, administrators, and others during the development of the MP. Upon approval by FWC, the Acquisition and Restoration Council (ARC), and the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the MP will guide the activities of FWC personnel over the ten-year duration of the management plan and will help meet agency, state, and federal planning requirements.

Numbers to the left of **bold-faced ideas** listed below represent the total number of votes and the score of each idea. Rank is first determined by the number of votes (vote cards received for each idea) and then by score. Score is used to break ties when two or more ideas have the same number of votes. A lower score indicates higher importance because each voter's most important idea (recorded on card #1) received a score of 1, and their fifth most important idea (recorded on card #5) received a score of 5. Ideas not receiving any votes are listed, and were considered during the development of the MP, but carry no judgment with regard to priority.

Statements following the bold-faced ideas represent a synopsis of the clarifying discussion of ideas as transcribed and interpreted by the FWC recorder at the meeting. As indicated above, the ideas below are presented in priority order:

<u>Rank</u>	<u># of Votes</u>	<u>Score</u>	<u>Idea</u>
1.	[7]	[15]	1. <b>Manage fish and wildlife populations and habitat to sustain them long-term as part of the larger regional populations.</b> Restore and maintain natural communities and enhance habitat diversity, including early successional habitats. Accentuate the maintenance of exemplary native habitat communities. Continue to survey and monitor wildlife and plant species to evaluate impacts and efficacy of habitats with emphasis on endangered/imperiled, focal, and exploited species. Utilize contract farming to manage and maintain a majority of agricultural fields in ways that facilitates cost savings and benefits wildlife.
2.	[7]	[17]	11. <b>Restore and maintain natural communities including prescribed fire during growing seasons and other management prescriptions including continue prescribed fire and increase if feasible.</b> Continue to use a variety of firing techniques, seasonality and burn conditions when applying prescribed fire: includes revising the current Prescribed Fire Management Plan. Work with ACOE to manage forest resources for the benefit of wildlife and native communities.
3.	[6]	[16]	26. <b>Provide users with high quality recreational opportunities including infrastructure.</b> Continue to offer diverse hunting and fishing opportunities. Manage game species to assure healthy populations that provides high quality hunting and other recreational opportunities. Continue to provide a diversity of Nature-Based recreational opportunities, including implementing an Apalachee WMA Recreational Master Plan and Road Access Plan. Continue to maintain fishing, hunting, and boating access to various ponds and lakes on the area. Develop a bird list, plant list, butterfly list and public access facility map.

- |                                   |     |      |  |
|-----------------------------------|-----|------|--|
| 4.                                | [6] | [20] | 8. <b>Manage timber for healthy forest.</b> Yearly harvest of timber. Manage timber for forest health.   |
| 5.                                | [5] | [16] | 35. <b>Control and minimize adverse impacts from exotic plants and animals.</b> Inventory, monitor and control exotic and invasive plant and animal species.   |
| 6.                                | [4] | [13] | 15. <b>Protect and monitor imperiled plant and animal populations including management of timber harvest and other management activities.</b> Management area has imperiled species like the Gentian Pink Root. Monitoring imperiled species is very important during timber harvest and management activities.                              |
| 7.                                | [2] | [7]  | 34. <b>Maintain preserve and protect the integrity of cultural sites.</b> Need to protect these sights from vandalism.   |
| 8.                                | [2] | [9]  | 20. <b>Manage the area to protect and maintain healthy water resources.</b> Manage uplands, bottomlands, and water resources in a manner that continues to protect the aquatic resources of the area and is consistent with ACOE policies and lease terms of use.  |
| 9.                                | [2] | [10] | 32. <b>Continue to work with stakeholders and partners to achieve management objectives.</b> Work with FNAI, ACOE, USFWS and ARSA and other Stakeholders to help in management objectives. Strive to develop mutually supportive goals and initiatives. Common vision and continue to provide ACOE with annual management plans and reports. |
| <b>“ two items of equal rank”</b> |     |      |  |
| 10.                               | [1] | [1]  | 3. <b>Expand current antler rule to all three zones. (A, B,C)</b> Management Area broken up into three areas. Zone A has three point on one side rule. Zones B and C has 5 inch (spike) rule. A lot of young animals are taken in zone B and C. Would like to have zones B and C have the same 3 point rule as in zone A.                    |

- |                                   |     |     |  |
|-----------------------------------|-----|-----|--|
| 10.                               | [1] | [1] | 10. <b>Provide more cover and refuge for quail.</b><br>Provide more refuge, bring back the closed areas and clean out the canals for the quail. Leave the fields connected to the woods. Quail don't like to cross open ground to get to the fields to feed.                     |
| <b>“ two items of equal rank”</b> |     |     |  |
| 12.                               | [1] | [2] | 12. <b>Increase the information and education about the area.</b> On line information is great. Need to provide better information to the public i.e....information concerning boat ramps.   |
| 12.                               | [1] | [2] | 13. <b>Reinstate quail hunting rule for start times to begin at 8:00 am or 9:00 am.</b> In the past quail hunters could not begin hunting until around 9:00 am. Quail hunters can start at any time. This is causing some issues between the quail hunters and the deer hunters. |
| 14.                               | [1] | [3] | 30. <b>Continue with agricultural leases.</b> Need to continue agricultural lease agreements keep the farms. Keep providing food for the wildlife.   |
| <b>“two items of equal rank”</b>  |     |     |  |
| 15.                               | [1] | [5] | 16. <b>Review and improve area rules and regulations.</b> We need to look at ways to make the experience a better one for our stakeholders. Rules need to be written so the public can understand them.  |
| 15.                               | [1] | [5] | 24. <b>Reduce negative impacts to the land.</b> Issue with four wheelers destroying habitat as an example. Add signs, gates and fences.  |
| <b>“ no votes”</b>                |     |     |  |
| 17.                               | []  | []  | 6. <b>Manage deer population.</b> Farming in the area is degraded if the deer population is not managed.   |

- |     |    |    |  |
|-----|----|----|--|
| 18. | [] | [] | 7. <b>Improve our user stakeholders better access and opportunities.</b> Provide a better over all experience for our stakeholders/users. We may need to open up areas/roads for better access for our stakeholders. |
| 19. | [] | [] | 23. <b>Improve access and management to Zones B and C.</b> Several miles of new trails have been added to help access.   |
| 20. | [] | [] | 25. <b>Maintain scenic quality of River Highway 271 by limiting signs.</b> No signs at this time just want to keep the scenic quality of the area.   |
| 21. | [] | [] | 27. <b>Consider increasing wildlife food plots.</b> Continue providing food plots.   |
| 22. | [] | [] | 28. <b>Restore abandon ruderal areas.</b> In areas where farming does not work may need to restore back to its natural state.  |

**Apalachee Wildlife Management Area  
MAG Meeting Participants**

**Name**

**Affiliation**

**Active Participants**

Nathan Bunting	FWC Area Biologist
Lt. Mark Clements	FWC Law Enforcement
Jason Love	Florida Forest Service Public Lands Forester
Angela Griffin	U.S. Army Corps of Engineers
Chuck Hatcher	Director Jackson County Parks and Recreation
James Pitts	Hunting Stakeholder WMA Quail Hunter
Jamie Walters	Hunting Stakeholder WMA Deer Hunter
Frances Stone	Paddler Stakeholder
Amy Jenkins	Florida Natural Areas Inventory
Jessie Gilley	Contract Farmer (Lease)

**Supportive Participants**

Billy Sermons	FWC Habitat and Species Conservation (HSC), Regional Biologist
Phil Manor	FWC HSC, District Biologist
Arlo Kane	FWC HSC, Landowner Assistance Program
Rich Noyes	FWC Office of Public Access and Wildlife Viewing Services (OPAWVS)
Tom M. Matthews	FWC OPAWVS
Paul Scharine	FWC Division of Hunting and Game Management
Jody Timmons	U.S. Army Corps of Engineers
Don Morgan	U.S. Army Corps of Engineers
Diana Pepe	FWC HSC Conservation Biologist
Greg Hagan	FWC HGM Northern Bobwhite Coordinator
Matt Philips	FWC Invasive Plant Management
Chris Paxton	Division of Freshwater Fisheries
Michael Hill	Aquatic Habitat Conservation and Restoration
Marion Gilley	FWC HSC Field Technician
Jack Hays	FWC HSC Technician

**Invited but Unable to Attend**

Tyler MacMillian	Northwest Water Management District
Preston Robertson	Florida Wildlife Foundation
Jeremy Branch	Jackson County Commissioner
Joan Schairer	Jackson County Planning Department Community Development Director
Mike Wisenbaker	Division of Historical Resources
Mark Ludlow	Department of Environmental Protection
Jeff Norville	NRCS-USDA
TBD	Florida Trail Association
Lucile Arnold	Adjacent Private Landowner
Derek Alkire	National Wild Turkey Federation

Tracey Clemmons

Equestrian Stakeholder

**FWC Planning Personnel**

Gary Cochran

Land Conservation and Planning Administrator,  
Facilitator

Tom Houston

Recorder

Diana Kilgore

Recorder

# NOTICE

The Florida Fish and Wildlife Conservation Commission (FWC)  
Announces a

## PUBLIC HEARING

for the

**Apalachee**

**Wildlife Management Area**

**Management Plan**

Jackson County, Florida

**7:00 P.M. (Central time zone) Wednesday, July 17th, 2013**

Jackson County Commission Chambers  
2864 Madison St  
Marianna, FL 32448

**PURPOSE:** To receive public comment regarding considerations for the FWC ten-year Land Management Plan for the Apalachee Wildlife Management Area (WMA).

This hearing is being held **EXCLUSIVELY** for discussion of the **DRAFT** Apalachee WMA Management Plan. This meeting is not being held to discuss area hunting or fishing regulations. For more information on the process for FWC rule and regulation development go online to: [myfwc.com/about/rules-regulations/rule-changes/](http://myfwc.com/about/rules-regulations/rule-changes/) or call (850) 487-1764.

A Management Prospectus for the Apalachee WMA is available upon request. For a copy, please contact Diana Kilgore, Florida Fish and Wildlife Conservation Commission, Land Conservation and Planning, 620 South Meridian Street, Tallahassee, Florida 32399-1600. Telephone: (850) 487-7063.

NOTICE:

The Florida Fish and Wildlife Conservation Commission (FWC) announce a PUBLIC HEARING for the FWC Lead Managed Portions of Apalachee Wildlife Management Area located in Jackson County, Florida.

7:00 P.M. (central time) Wednesday, July 17th, 2013  
Jackson County Commission Chambers  
2864 Madison Street  
Marianna, FL, 32448

**PURPOSE:** To receive public comment regarding considerations for FWC's ten-year Management Plan for the FWC Lead Managed Portions of Apalachee Wildlife Management Area (AWMA).

This hearing is being held EXCLUSIVELY for discussion of the DRAFT Apalachee WMA Management Plan. This meeting is not being held to discuss area hunting or fishing regulations. For more information on the process for FWC rule and regulation development go online to: [myfwc.com/about/rules-regulations/rule-changes/](http://myfwc.com/about/rules-regulations/rule-changes/) or call (850) 487-1764.

A Management Prospectus for Apalachee WMA and copy of the agenda is available upon request from the Florida Fish and Wildlife Conservation Commission, Land Conservation and Planning Group, 620 South Meridian Street, Tallahassee, Florida 32399-1600. Telephone: (850) 487-9982 or (850) 487-7063 or by e-mail at [Diana.Kilgore@myfwc.com](mailto:Diana.Kilgore@myfwc.com)

For immediate release: July 3rd, 2013  
Contact: Diane Hirth, (850) 410-5291

## Public hearing to outline 10-year management plans for FWC Lead Managed Portions of Apalachee Wildlife Management Area

The Florida Fish and Wildlife Conservation Commission (FWC) will hold a public hearing in Jackson County to present the 10-year draft land management plan for the FWC Lead Managed Portions of Apalachee Wildlife Management Area (AWMA). The meeting will be held on Wednesday July 17<sup>th</sup>, 2013 starting at 7 p.m. at the Jackson County Commission Chambers, 2864 Madison Street, Marianna, FL 32448.

After the presentation, the public is encouraged to comment and ask questions about the specifics in the draft plan.

All lands purchased with public funds must have a management plan that ensures the property will be managed in a manner that is consistent with the intended purposes of the purchase.

“Apalachee WMA was purchased in order to ensure the preservation of fish and wildlife resources, other natural and cultural resources, and for fish and wildlife-based public outdoor recreation,” said Rebecca Shelton, FWC land conservation biologist. “This draft plan will specify how we intend to do that.”

She added that hunting and fishing regulations are not included in this plan or meeting; those are addressed through a separate public process.

To obtain a copy of the draft land management prospectus for Apalachee WMA please call Diana Kilgore at 850-487-7063 or David Alden at 850-487-9588, or email [Diana.Kilgore@myfwc.com](mailto:Diana.Kilgore@myfwc.com)

For background on [management plans](#) and their goals, visit [MyFWC.com/Conservation](http://MyFWC.com/Conservation) and select “Terrestrial Programs” then “Management Plans” for more information.

RS/HSC

**PUBLIC HEARING REPORT**  
**FOR THE**  
**APALACHEE WILDLIFE MANAGEMENT AREA**  
**MANAGEMENT PLAN**  
**HELD BY THE**  
**APALACHEE WILDLIFE MANAGEMENT AREA MANAGEMENT**  
**ADVISORY GROUP**  
**AND THE**  
**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**  
**JULY 17, 2013 – JACKSON COUNTY, FLORIDA**

The following report documents the public input that was received at the Apalachee Wildlife Management Area (AWMA) Management Advisory Group's (MAG) Public Hearing for the Draft Management Plan for AWMA that was held at 7:00-9:00 PM, on July 17, 2013, at the Jackson County Commission Chambers in Marianna, Florida.

**AWMA Management Advisory Group Introduction:**

The meeting was introduced by Mr. Chuck Hatcher, an AWMA MAG participant, who represented the Jackson County Parks and Recreation Group. Mr. Hatcher indicated that he was one of eight stakeholders that attended the Florida Fish and Wildlife Conservation Commission (FWC) facilitated MAG meeting held on June 5, 2013. Mr. Hatcher stated that the AWMA Draft Management Plan was being presented tonight by FWC staff, and that hardcopies of the Draft Management Plan, Management Prospectus and the MAG meeting report were available at the front door for the public's review. Mr. Hatcher thanked everyone for attending and then introduced FWC staff, Mr. Gary Cochran, Land Conservation and Planning Administrator, with FWC, to facilitate and coordinate the presentation of an overview of AWMA; FWC's planning process, and the draft components of the Management Plan.

**Presentation on an Overview of AWMA and the FWC Planning Process:** Mr. Cochran welcomed everyone and thanked the public for their attendance. Mr. Cochran then went over an orientation of the material and explained that the purpose of the public hearing was to solicit public input regarding the Draft Management Plan for AWMA, and not hunting and fishing regulations, indicating there is a separate public input process for FWC rule and regulation development. Mr. Cochran then described the materials that were available at the door for public review, including the Draft Management Plan, Management Prospectus and the AWMA MAG Meeting Report and Accomplishment

Report.

Mr. Cochran then presented the agenda for the public hearing and facilitated the introduction of all FWC staff in attendance to the audience. Mr. Cochran then presented an overview and orientation of AWMA, including a description of the natural communities, data about park visitors, money generated for the state by the area, wildlife species, recreational opportunities found on the area, surrounding conservation lands, surrounding Florida Forever Program Project lands, acquisition history, etc. He also explained FWC's planning process and asked if there were any questions regarding that process.

**Questions, Answers and Discussion on the AWMA Overview and FWC's Planning Process:** Mr. Cochran facilitated an informal question and answers session where members of the public in attendance, without necessarily identifying themselves, could ask questions of the FWC staff, and discuss the answers. Mr. Cochran again emphasized that the exclusive purpose for the public hearing was to collect public input regarding the Draft Management Plan for AWMA, and not to discuss area hunting, fishing and use regulations since, as was noted earlier, FWC has a separate process for input on hunting and fishing regulations. No question or comments were received after the presentation for this part of the public hearing.

**Presentation of the AWMA Draft Management Plan**

At this point, Mr. Nathan Bunting, the AWMA Area Biologist/Manager began the presentation of the Draft Management Plan. Mr. Bunting, the Area Biologist then completed and concluded the presentation of the AWMA Draft Management Plan.

**Questions and Comments on the AWMA Draft Management Plan Presentation**

Mr. Cochran encouraged everyone to fill out a speaker card for public testimony. He informed them that all cards will be considered equally.

**Public Question:** An anonymous member of the public audience asked why FWC decided to cut trails through areas B and C. They asked if it was requested by the public or was just decided by FWC. He also asked why all the turkeys flew across the river.

**FWC Response:** Mr. Bunting informed the public that this was requested by hunters because of the limited access through those areas. Hunters complained that they had no way to get their cars back to those areas and some had disabilities and had no way to get the deer back (if they were to shoot a deer). He added that the County also requested some access for wildlife viewing by some of the campgrounds and that the proposed trail will probably only be a mile and a half in length. Mr. Bunting informed the gentleman that there are a lot of agricultural fields and peanut fields on the other side of the river, which is probably why the turkey flew across the river.

Public Question: An anonymous member of the public audience asked if FWC thought they had a problem with feral hogs on the zone right next to Neal's Landing. He added that he believes the hogs are detriment there and wants to see more lucrative ways of eliminating them. He asked if there was a way to increase hunting days for just the feral hogs.

FWC Response: Mr. Bunting informed the gentleman that he knows that the hogs are there but he doesn't know if they're necessarily a problem. He added that right now they just rely on the hunters and that they don't have a mandatory check-in station for zones B and C so he's not sure how many they take out of there every year. Mr. Bunting added that FWC is looking at other measures, like maybe some FWC management trapping or recreational trapping opportunities. He added that they have added additional days just for feral hog hunting on some of FWC's other areas so there may be an opportunity for that and that it will be done through FWC's rule development process separate from the management plan. Mr. Phil Manor, FWC District Biologist, added that there are some hog-dog hunts at night that they do to try to control some of the feral hogs. He added that they always try to do a progression when it comes to controlling exotics, so they'll start with regular hunting and then increase hog hunting through small game season, and now they've got special summer hunts. He added that they've gotten together a group and they're going to look into recreational hog trapping as another means of controlling them. Right now they have an easement from the Army Corps of Engineers to allow hunters to go back there and access the area from the campground and that if they allow night hunting it may be detrimental to what they're trying to do there. He added that there's a lot to consider when it comes to opening up areas for hunting. He added that Apalachee is unique because it has one of the longest hunting seasons of any FWC management area in the region that has a check station.

Public Question: An anonymous member of the public audience asked why AWMA does not have a check station. He also asked if antler quality has improved and what it would take to go to four points on one side.

FWC Response: Mr. Bunting informed the public that AWMA used to have a check-in station, but that users felt that it was too far out of their way to go fourteen miles down to the check station and then fourteen miles back. He added that there was some interest with some other hunters to implement the 3 antler points on one side rule on zones B and C. Mr. Bunting added that they originally didn't want to do that because they didn't want to penalize people for going out of their way, and that they didn't want to limit hunters from shooting a 3 point buck deer after having to wade through all the briars and everything that's out there. Mr. Bunting added that every time they try to do a rule change, half the people want it and the other half don't. He said there's no provision or recommendation set in place right now. He added that it's been since 2008 that they've had the 3 points on one side. He said now they get about two 2 ½ year old bucks to every 1 ½

year old buck that's killed that meets the 3 antler points on one side size requirement, which means that they have increased their age class harvest. Mr. Bunting added that the bucks harvested are not getting many older than 3 years. Mr. Bunting said yes, it has improved the antler quality and added that he wasn't sure what it would take to go to four antler points on one side. He added that the state is looking at making everything north of Interstate-10 corridor a 3 antler points on one side size requirement for taking deer, but that he wasn't sure where that proposal is in the FWC rule development process.

Public Question: An anonymous member of the public audience made the comment that there's one spot in area B where there was a log bridge that went across one of the rivers and it made access a lot easier. He asked if there was any way they could put another log there, just cut one down. He added that it's a mile and a half extra walk without the bridge.

FWC Response: Mr. Bunting informed the gentleman that they can't cut any trees down and it sounds like it's outside their purview due to the fact that it's off the trail and into the wilderness.

**Public Testimony on the AWMA Draft Management Plan:** Two members of the public audience submitted speaker cards indicating their intention to provide formal public testimony. Mr. Cochran again emphasized that the public hearing was for taking input regarding the AWMA Draft Management Plan, and called the first speaker to the podium.

Public Testimony Comment: Homer Hirt: President of River Wayside Apalachicola/Chattahoochee, Inc., which is an eight county rural tourism group. Mr. Hirt proceeded to read his memo on behalf of the entire group to the public. The subject of the memo was: Future Land Management Plan for Apalachee WMA, to advance rural tourism in northwest Florida; their mission includes nature-based tourism efforts that require reasonable and proper use of public access. Mr. Hirt informed the audience that their group commends the FWC for looking into the future of the Apalachee WMA for all interests. He said that they believe that the close scrutiny of the Jackson County and the town of Sneads, as well as future plans for landowners in the area should be included in the efforts. Mr. Hirt added that their group would like to bring tourism in because tourists spend money and then go home and little money needs to be spent on tourists. He added that the tourists that they attract like nature trails and to look at the birds and insects. Mr. Hirt also added that he's proud that this is the only place in northwest Florida that has no kudzu. Mr. Hirt made the comment that when they formed their organization, the wildlife people were a very strong part of it. He added that Ms. Liz Sparks, FWC Trails Coordinator, just resigned as secretary after three years and Ms. Jerrie Lindsay, Director of the Office of Public Access and Wildlife Viewing attended their last meeting, and a couple other people from FWC always have a spot saved on their group's board of directors. Mr.

Hirt concluded his presentation by informing the public that he is very pleased that FWC has the rural tourism part included in the plan (including trails, horseback riding, etc.).

Public Testimony Comment: Patrick Tierney: Mr. Tierney began by making the comment that the campgrounds almost closed a couple years ago and that he was thinking that this was something that FWC could address. Mr. Tierney added that the fishing at Neal's landing campground is great and that he's been doing it with friends for fifteen years. Mr. Tierney added that Buena Vista Slough/Landing and Red Lake are both inaccessible, unless they've recently been cleared. He added that FWC was talking about improving access and that if those two channels could be kept clear, that would really make him happy as well as a lot of other guys. He added that the slough is still accessible by airboat, but the vegetation is too thick for anything else, even a canoe. He asked if there's any chance of getting something back there to control the vegetation. Mr. Tierney also added that this is one of the few areas where you can still see black bears. Mr. Tierney's second comment was in regards to the feral hogs. He said that he hasn't seen any damage to the vegetation up there due to feral hogs and he's been all through the area.

FWC Response: Mr. Bunting informed the gentleman that the campground is leased to the Jackson County by the Army Corp of Engineers and if he's talking about Neal's landing, that was under the Corp's control until 2005, when the County took that over and they run the campground now. Mr. Bunting informed Mr. Hirt that since this is owned by the County, it is something the County would have to address and that the Army Corp of Engineers are mainly responsible for maintaining the Chattahoochee Dam, vegetation and the Lake Seminole. Mr. Bunting added that he wasn't aware that the area needed clearing because every time he's gone back there, someone else had already done it. Mr. Bunting added that they do vegetative sprays around some of their lakes and what you find is that the spray will inadvertently kill off some of the fish and then they won't use that area for a while afterwards. Mr. Bunting said that they'd take a look at the lead-in for Red Lake.

Adjournment: Mr. Cochran asked if there were any other members of the public that wished to give public testimony. No other speakers offered further comments. Then Mr. Cochran declared the public hearing adjourned.

## 13.4 Agricultural Leases and Area Agreements

**APLACHEE WILDLIFE  
MANAGEMENT AREA  
FARMING AGREEMENT**

This agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600 hereinafter referred to as the **COMMISSION** and Charles Gilley, whose address is 7082 Hamilton Road, Grand Ridge, FL 32442, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH:**

WHEREAS, the **COMMISSION**, in managing wildlife populations on the Apalachee Wildlife Management Area (WMA) considers certain agricultural practices to be of benefit to that program and

WHEREAS, the **COMMISSION** believes a contract farming operation on that area is the most economical and efficient method of accomplishing its agricultural management objectives, and

WHEREAS, the **CONTRACTOR** is equipped to conduct agricultural practices on the area in an efficient manner conducive to the optimum management of wildlife populations, and

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

1. The **CONTRACTOR** shall be permitted to plant and harvest a crop of soybeans, peanuts, corn and/or small grains on 11.7 acres of land in Field 46 as shown in Exhibit A attached hereto and by reference made a part hereof.
2. The term of this Agreement shall be until termination as provided for in paragraph 12.

3. The **CONTRACTOR'S** planting and harvesting operations shall be conducted under the supervision of the designated **COMMISSION** representative or the designee as follows:

Area Wildlife Biologist  
7611 Butler Rd  
Sneads, FL 32460  
(850) 592 -5595

4. The **CONTRACTOR** shall leave at least 10% of the crop standing in each field, as directed by the **COMMISSION** representative.

5. The **CONTRACTOR** shall supply all seed, fertilizer and labor and all other materials and equipment necessary for this farming operation and **COMMISSION** shall not be responsible for same.

6. If an assigned Field is not planted, the **CONTRACTOR** shall till the acreage in each unplanted assigned field at least once per year as requested by the **COMMISSION** representative.

7. The **CONTRACTOR** shall supply and use only EPA-approved herbicides and these shall be used in accordance with product labels for the appropriate agricultural process. All such EPA-approved pesticides may be used only after approval by the designated **COMMISSION** representative. The **CONTRACTOR** shall provide to the **COMMISSION** by December 31 each year, an annual pest control plan listing actual usage of pesticides during that year and anticipated use for the following year. The plan and report shall be prepared on a copy of the sample format provided in Exhibit B and shall be submitted to address noted in Paragraph 3, above.

8. The **CONTRACTOR** shall remove all litter, including but not limited to bags and other containers, **CONTRACTOR**, its agents or assigns, bring on the Apalachee WMA and shall properly dispose of same.

9. The **COMMISSION** shall retain exclusive control of public use on the land to be farmed, and in no instance shall the farming operation interfere with wildlife management or public use on the WMA.

10. Wildlife damage permits shall not be issued by the **COMMISSION** for wildlife damage on lands covered in this Agreement.

11. This Agreement shall terminate immediately upon the **COMMISSION** giving written notice to the **CONTRACTOR** in the event of fraud, willful misconduct or breach of this Agreement.

12. Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 30 days prior to the termination date specified in the notice.

13. The **CONTRACTOR** hereby agrees to indemnify and hold harmless the **COMMISSION** from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under this Agreement and shall investigate all claims of every nature at its expense. In addition, the **CONTRACTOR** agrees to be responsible for any injury or property damage resulting from any activities conducted under this Agreement.

14. It is understood that an employer-employee relationship does not exist between the **COMMISSION** and the **CONTRACTOR**, and the **COMMISSION** is not responsible for providing Workers' Compensation Insurance and withholding services for the **CONTRACTOR** or his employees. There is no conflict of interest or any other prohibited relationship between the **CONTRACTOR** and the **COMMISSION**.

15. This Agreement contains the complete agreement between the **COMMISSION** and **CONTRACTOR**, and as of the effective date hereof shall supersede all other agreements between the **COMMISSION** and the **CONTRACTOR**.

16. The **COMMISSION** and **CONTRACTOR** stipulate that neither of them has made any representations except such representations as are specifically contained within this

Agreement and each party acknowledges reliance on its own judgment in entering into this Agreement. The **COMMISSION** and the **CONTRACTOR** further acknowledge that any payments or any representation that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this Agreement.

17. The **COMMISSION** reserves the right to unilaterally cancel this Agreement for refusal by the **CONTRACTOR** to allow public access to all documents, papers letters or other material subject to the provision of Chapter 119, F.S., and made or received by the **CONTRACTOR** in conjunction with this Agreement.

18. As a condition of this Agreement, the **CONTRACTOR** hereby covenants and agrees not to discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status with respect to any activity occurring pursuant to this Agreement.

19. This Agreement granted to the **CONTRACTOR** shall not be assigned or otherwise transferred without written consent of the **COMMISSION**.

20. The **CONTRACTOR**, by execution, does hereby agree that no claim of title or any interest to said land herein described has been made.

21. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Florida Fish and Wildlife Conservation Commission, Division of Habitat and Species Conservation, 620 South Meridian Street, Tallahassee, FL 32399-1600, and to the **CONTRACTOR** at 7083 Hamilton Road, Grand Ridge, FL 32422

22. The **CONTRACTOR** shall provide insurance coverage outlined by the **COMMISSION** as follows and shall supply the **COMMISSION** with proof of insurance before commencement of any work in connection with this Agreement. All certificates of insurance or insurance policies shall be with insurers qualified and licensed to do business in Florida through an authorized Florida resident agent.

- A. **Worker's Compensation Insurance** – If required under the Worker's Compensation Law, Chapter 440, Florida Statutes, the **CONTRACTOR** shall secure and maintain during the life of this Agreement, the Worker's Compensation insurance for all his/her employees connected with the work of this project and, in case any work is sublet, the **CONTRACTOR** shall require the subcontractor similarly to provide Workers' Compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the **CONTRACTOR**. Such insurance shall comply fully with Florida's Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Workers' Compensation statute, the **CONTRACTOR** shall provide, and cause each sub-contractor to provide adequate insurance, satisfactory to the **COMMISSION**, for the protection of his employees not otherwise protected.
- B. **CONTRACTOR'S Public Liability and Property Damage Insurance** – The **CONTRACTOR** shall secure and maintain, during the life of this Agreement, comprehensive general liability insurance as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement whether such operations be by the **CONTRACTOR** or **CONTRACTOR'S** agents or employees, and such insurance shall be, at minimum, as follows:
1. Bodily Injury Liability - \$300,000 each incident
  2. Property Damage Liability (other than automobile) - \$100,000 each incident.
- C. The **COMMISSION** shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the **CONTRACTOR** and/or subcontractor providing such insurance.
23. The parties agree and understand that this Agreement confers no third party benefits and the parties hereto do not intend nor shall this Contract be construed to grant

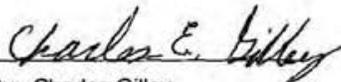
any rights, privileges, or interest to any third party and that the rights and obligations provided by this Agreement shall not be altered thereby.

24. As part of the consideration of this Agreement, the parties hereby waive trial by jury in action brought by either party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement. Exclusive venue for all judicial actions pertaining to this Agreement is in Leon County, Florida.

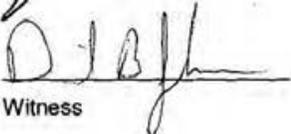
IN WITNESS WHEREOF, the parties hereto have caused this Farming Agreement to be executed through their dully authorized signatures on this day and year last below written.

  
 Witness  
 ✓ Jessie L. Gilley  
 Type/Print Witness Name

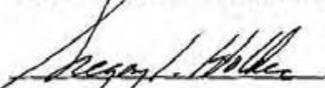
Catherin S. Gilley  
 Witness  
Catherin S. Gilley  
 Type/Print Witness Name

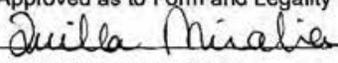
  
 By: Charles Gilley  
11-20-2009  
 Date

  
 Witness

  
 Witness

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

  
 Kenneth D. Haddad  
 Executive Director  
12/4/09  
 Date

Approved as to Form and Legality  
  
 Commission Attorney

# APALACHEE WMA AGRICULTURAL FIELDS

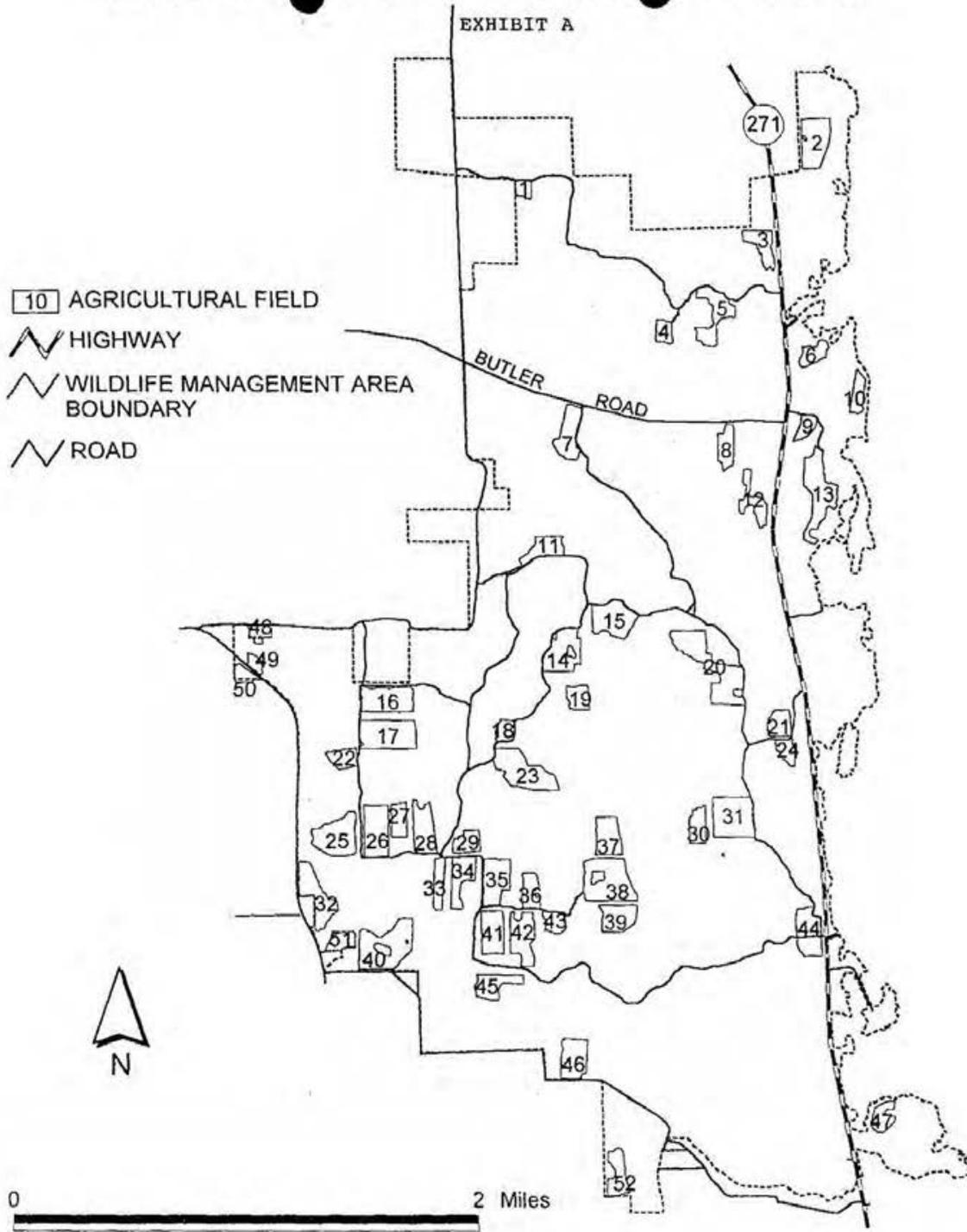
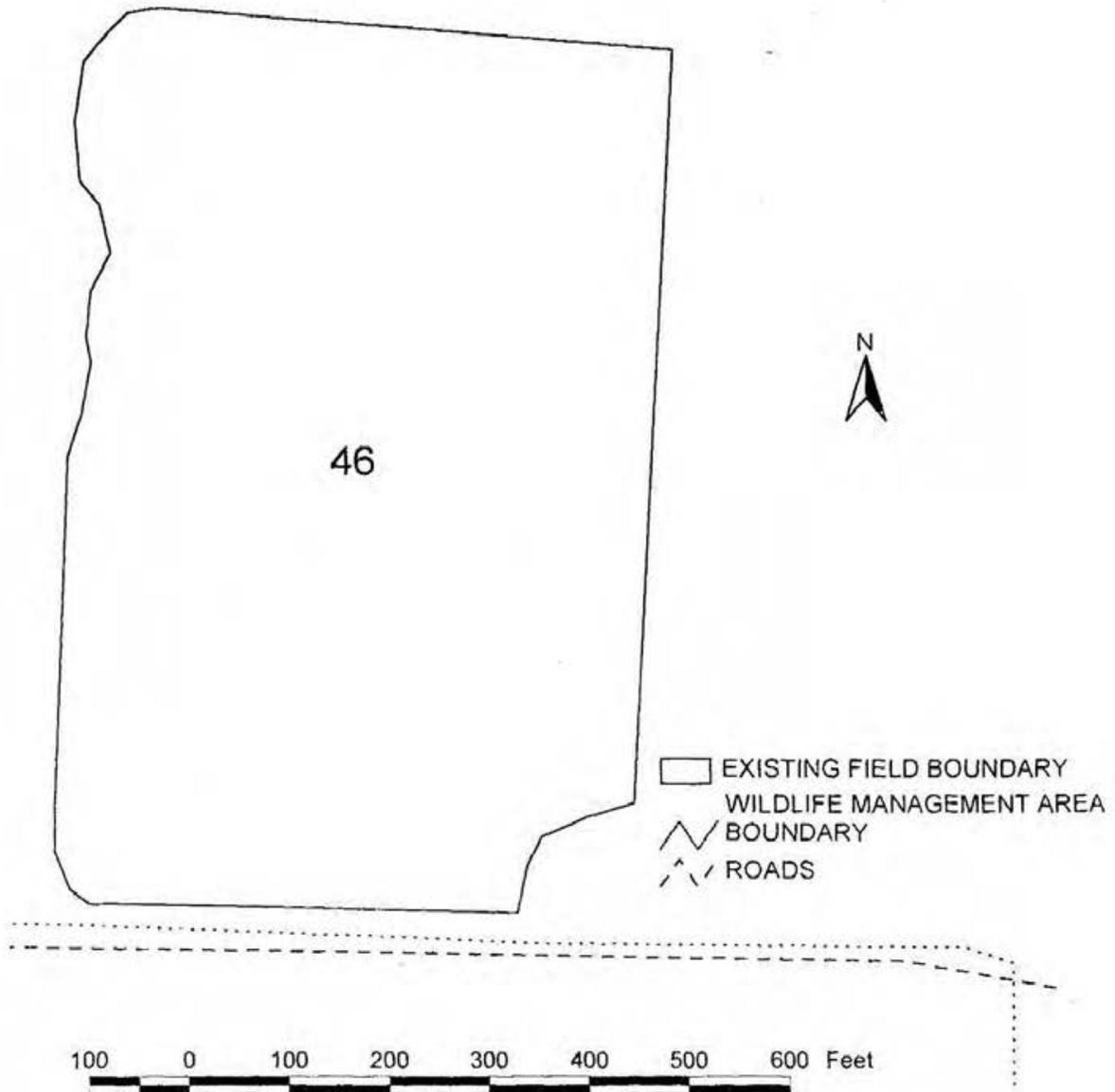


EXHIBIT A

APALACHEE WILDLIFE MANAGEMENT  
AREA AGRICULTURAL FIELD # 46



**EXHIBIT B**

**ANNUAL PEST CONTROL PLAN**

ANTICIPATED USAGE REPORT \_\_\_\_\_ ACTUAL USAGE REPORT \_\_\_\_\_  
FIELD OFFICE: APALACHEE WILDLIFE MANAGEMENT AREA  
AGENCY: FL GAME & FRESH WATER FISH COMMISSION  
CALENDAR YEAR: \_\_\_\_\_

PESTICIDE TRADE NAME: \_\_\_\_\_ EPA CLASS: \_\_\_\_\_ EPA REGISTRATION #: \_\_\_\_\_

TARGET PEST: \_\_\_\_\_

LOCATION DESCRIPTION: \_\_\_\_\_

TOTAL ESTIMATED QUANTITY: \_\_\_\_\_

TOTAL ESTIMATED ACREAGE: \_\_\_\_\_

PESTICIDE TRADE NAME: \_\_\_\_\_ EPA CLASS: \_\_\_\_\_ EPA REGISTRATION #: \_\_\_\_\_

TARGET PEST: \_\_\_\_\_

LOCATION DESCRIPTION: \_\_\_\_\_

TOTAL ESTIMATED QUANTITY: \_\_\_\_\_

TOTAL ESTIMATED ACREAGE: \_\_\_\_\_

g:\share\bw\forms\karens\pest.wpd

AMENDMENT NO. 1 TO CONTRACT

THIS AMENDMENT TO CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("COMMISSION"), and RODNEY HEWETT ("CONTRACTOR"), and amends the CONTRACT entered into between the COMMISSION and the CONTRACTOR dated March 18, 2010, and hereinafter referred to as the "ORIGINAL CONTRACT".

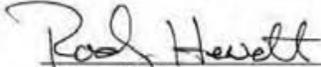
IN CONSIDERATION of the mutual covenants and conditions set forth herein and in the ORIGINAL CONTRACT, the parties agree to amend the ORIGINAL CONTRACT as follows, which amendments shall govern to the exclusion of any provision of the ORIGINAL CONTRACT to the contrary:

1. In accordance with Section 4, TERM, the ORIGINAL CONTRACT is hereby renewed for an additional term, commencing March 18, 2013, and terminating March 17, 2016.

All provisions of the ORIGINAL CONTRACT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO CONTRACT on the date and year last written below.

RODNEY HEWITT, CONTRACTOR

  
 Rodney Hewitt  
 1/20/13  
 Date

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

  
 Nick Wiley, Executive Director  
 1/27/13  
 Date

APPROVED as to form and legality

  
 FWC Attorney  
 1/2/13  
 Date

**CONTRACT FOR FARMING  
AT APALACHEE WILDLIFE MANAGEMENT AREA**

THIS CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and Rodney Hewett whose address is Rodney Hewett, Hewett Farms, 2361 River Road, Sneads, FL 32460 hereafter "CONTRACTOR."

NOW THEREFORE, the COMMISSION and the CONTRACTOR, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The CONTRACTOR shall provide the services and products, and perform the specific responsibilities and obligations, as set forth in the Scope of Work attached as Exhibit B and made a part hereof.

This Contract is entered into pursuant to the COMMISSION's Invitation to Bid (ITB) FWC 12/13-50 (Attachment A) and the CONTRACTOR's response thereto (Attachment B), both attached hereto and made an integral part of this Contract. In the event of a conflict between this Contract and Attachments A and B, the terms of this Contract shall govern. The term "Scope of Work" when used in this Contract shall include Attachments A and B. The purpose of this Contract and attachments is to utilize limited farming activities to assist restoration efforts and to manage habitat on the Apalachee Wildlife Management Area (WMA).

2. **BACKGROUND.** The COMMISSION manages the Apalachee Wildlife Management Area under License # DOCW01-80-103 from the Department of the Army. Terms and Conditions of this license allow for contracting of farm fields by the COMMISSION to benefit wildlife.

3. **PERFORMANCE.** The CONTRACTOR shall perform the services described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the CONTRACTOR. The CONTRACTOR shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The CONTRACTOR shall procure all supplies, pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the CONTRACTOR warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The CONTRACTOR shall comply with Chapter 287, F.S., and all other applicable laws, rules and ordinances.

4. **TERM.** This Contract shall begin upon execution by both parties and end three (3) years thereafter, unless terminated earlier in accordance with its terms. This Contract may be renewed for up to three (3) years, or for a total term not to exceed the original

Contract period, whichever is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the completion date of the Contract. All renewals are contingent upon satisfactory performance by the CONTRACTOR.

5. **PROPERTY.** The property on which the activities described in this Contract will occur is depicted in Exhibit A of this Contract. The graphics in Exhibit A depicts the location of the 5 farming fields within the Apalachee WMA and are noted using the following numbers: 17, 28, 36, 37, and 52.

6. **CONTRACTOR'S RESPONSIBILITIES.** In addition to the general provisions of this Contract the CONTRACTOR shall have the following specific responsibilities:

6.1 **SERVICES; PAYMENTS; SECURITY.** As consideration under this Contract, CONTRACTOR shall provide the following to COMMISSION:

6.1.1 **SERVICES.** CONTRACTOR shall perform the activities described in the CONTRACTOR'S Scope of Work attached to and made a part of this Contract as Exhibit B. This contract pertains to Property under management by the COMMISSION, and the COMMISSION maintains primary control of the Property in regard to its management. The COMMISSION may from time-to-time provide written direction to CONTRACTOR in regard to CONTRACTOR'S activities under this Contract, and CONTRACTOR shall comply with such direction.

6.1.2 **PAYMENT.** CONTRACTOR shall make payments to the COMMISSION as set forth in the CONTRACTOR'S Scope of Work attached to this Contract as Exhibit B.

6.1.3 **TAXES.** The CONTRACTOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.

7. **CONTRACTOR ELIGIBILITY AND COMPLIANCE WITH LAW.** The CONTRACTOR shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The CONTRACTOR shall procure all supplies, pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the CONTRACTOR warrants that it has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The CONTRACTOR shall comply with Chapter 287, F.S., and all other applicable laws, rules and ordinances.

8. **COMMISSION ACTIVITIES AND RESPONSIBILITIES.** In consideration of this Contract, the COMMISSION permits the CONTRACTOR to utilize the Property to the CONTRACTOR'S benefit in accordance with this Contract. The

COMMISSION'S activities and responsibilities in regard to the Property will be as follows:

**8.1 WMA MANAGEMENT; PRESCRIBED BURNING.** The COMMISSION shall retain the right to access and utilize the Property in all ways, it being understood by the parties that the CONTRACTOR'S activities on the Property under this Contract are strictly limited to activities specifically permitted by the Contract. The COMMISSION will continue to conduct public recreation and general management activities, including but not limited to public hunting and fishing, without interference from the CONTRACTOR. The COMMISSION shall engage in prescribed burns which include areas of the Property and immediately adjacent to the Property.

**8.2 WITHDRAWAL OF ACREAGE.** When the COMMISSION, in its sole discretion, determines that it is necessary for wildlife management or other management reasons (including but not limited to a sale or other disposition of all or part of the Property), to withdraw acreage from the Property, such acreage shall be withdrawn upon 60 days notice to the CONTRACTOR. Upon such withdrawal, the COMMISSION shall notify the CONTRACTOR of the reduction of payments due under this Contract. Such reduction shall be determined by the COMMISSION based on a per acre basis.

**9. MY FLORIDA MARKET PLACE VENDOR REGISTRATION/AND TRANSACTION FEE.** In accordance with Rule 60A-1.030 of the Florida Administrative Code (FAC), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at [www.myflorida.com](http://www.myflorida.com)). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

Pursuant to section 287.057(22), Florida Statutes, all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. ~~If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C.~~ By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any items(s) if such items(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering re-procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

10. **TERMINATION.** This Contract shall terminate immediately upon the COMMISSION giving written notice to the CONTRACTOR in the event of fraud, willful misconduct, or breach of this Contract. The COMMISSION may terminate this Contract at any time with or without cause by a written notice by certified mail, return receipt requested, from the COMMISSION to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all work and services. Upon termination of this Contract, the CONTRACTOR shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

10.1 This Contract shall terminate, automatically, 30 days after the CONTRACTOR'S receipt of notice of termination from the COMMISSION for non-payment due under this Contract, violation of law or regulation, or failure to perform any of the CONTRACTOR'S obligations under the Contract.

10.2 Either party may terminate this Contract, for any reason, by giving written notice to the other party specifying the termination date, at least 60 days prior to the termination date specified in the notice. In the event of termination under this provision by the COMMISSION, the CONTRACTOR may be given a reasonable time, determined in the sole discretion of the COMMISSION to remove equipment and personal property. If the CONTRACTOR terminates the Contract prior to the initial term end date they shall be excluded from the next successive Contract award.

11. **CONTRACTOR ELIGIBILITY; LEGAL COMPLIANCE.** By acceptance of this Contract, the CONTRACTOR warrants that it has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The CONTRACTOR shall comply with all applicable rules and laws, federal, state, local and Wildlife Management Area regulations. The CONTRACTOR, and its employees and agents, shall abide by all laws and rules pertaining to the subject matter of this Contract, or the Property, including but not limited to the taking of wildlife or freshwater aquatic life and use of the Property for recreational purposes.

12. **NOTICES.** Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other

overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

**FOR THE COMMISSION:**

Nathan Bunting, Biologist  
FWC Project Manager  
Apalachee WMA  
7611 Butler Road  
Sneads, FL 32460  
(850) 592-5595  
nathan.bunting@myfwc.com

**FOR THE CONTRACTOR:**

Rodney Hewett  
Hewett Farms  
2361 River Road  
Sneads, FL 32460  
(850) 593-1216  
rodneyandtonyahewett@yahoo.com

Payments shall be directed to:  
Florida Fish and Wildlife Conservation Commission  
Accounting Services  
P.O. Box 6150  
Tallahassee, FL 32314-6150

13. **AMENDMENT.** No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Contract (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the CONTRACTOR's cost or the term of the Contract shall require a formal amendment.

14. **RELATIONSHIP OF THE PARTIES.** The CONTRACTOR shall perform as an independent contractor and not as an agent, representative, or employee of the COMMISSION. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required. The parties agree that there is no conflict of interest or any other prohibited relationship between the CONTRACTOR and the COMMISSION.

15. **INSURANCE.** To the extent required by law, the CONTRACTOR will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the CONTRACTOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the CONTRACTOR shall provide, and cause each subcontractor

to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

The CONTRACTOR shall secure and maintain comprehensive general liability coverage with limits of not less than \$ 300,000 per occurrence for bodily injury, and not less than \$100,000 per occurrence and \$300,000 annual aggregate for property damage. The CONTRACTOR's current certificate of insurance shall indicate the COMMISSION as an additional insured, and shall contain a provision that the insurance will not be canceled for any reason during the term of this Contract except after thirty (30) days written notice to the COMMISSION's Contracts Manager.

16. **PUBLIC RECORDS.** Records made or received in conjunction with this contract may be public records under Chapter 119, Florida Statutes. This Contract may be unilaterally canceled by the COMMISSION for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

17. **RECORD KEEPING REQUIREMENTS.** The CONTRACTOR shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principals. The CONTRACTOR shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether ~~from the state, local or federal government, private sources or otherwise.~~ These records shall be maintained for five (5) years following the close of this Contract. In the event any work is subcontracted, the CONTRACTOR shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

18. **LIABILITY.** The CONTRACTOR shall save, hold harmless and indemnify the State of Florida and the COMMISSION against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from the acts or

omissions of the CONTRACTOR, his subcontractor, or any of the employees, agents or representatives of the CONTRACTOR or subcontractor.

19. **NON-DISCRIMINATION.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

20. **PROHIBITION OF DISCRIMINATORY VENDORS.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

21. **PUBLIC ENTITY CRIMES.** In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

22. **PRIDE.** It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

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P.R.I.D.E.  
12425 28th Street North  
St. Petersburg, Florida 33716  
Phone: (727) 572-1987

23. **NON-ASSIGNMENT.** This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the COMMISSION. Any such assignment or attempted assignment shall be null and void.

24. **PROHIBITION OF CONTINGENT FEES.** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

25. **REMEDIES.** The CONTRACTOR shall perform the services in a proper and satisfactory manner as determined by the COMMISSION. If the COMMISSION determines that the CONTRACTOR or successors are in violation of the terms of this Agreement, it may take any of the following actions, after 15 day written notice to the CONTRACTOR or successors to correct the violation: 1) the COMMISSION may itself correct the violation, including but not limited to obtaining replacement for all or any part of the services or products to be provided under this Agreement, and demand payment from the CONTRACTOR for all costs associated with such action; 2) the COMMISSION may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, for specific performance, to temporarily or permanently enjoin the violation, recover damages for violation of this Agreement, including but not limited to the costs of replacement services or products, and any other damages permitted by law. In any enforcement action the COMMISSION shall not be required to prove either actual damages or the inadequacy of otherwise available remedies. The COMMISSION'S remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

26. **SEVERABILITY AND CHOICE OF VENUE.** This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

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27. ~~**NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.~~

28. **JURY TRIAL WAIVER.** As part of the consideration for this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract; including but not limited to any claim by the CONTRACTOR of quantum meruit.

29. **DELIVERABLES.** The following services or service tasks are identified as deliverables for the purposes of this Contract:

- a.) Performance of all services set forth in the Scope of Work.
- b.) Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

30. **PERFORMANCE AND MONITORING.** The CONTRACTOR shall perform the services described in the Scope of Work in 100% compliance with all of the Terms and Conditions of this Contract. The COMMISSION will monitor the CONTRACTOR'S service delivery to determine if the CONTRACTOR has achieved the required level of performance. The COMMISSION reserves the right for any COMMISSION staff to make scheduled or unscheduled, announced or unannounced monitoring visits. If the COMMISSION at its sole discretion determines that the CONTRACTOR failed to meet any of the Terms and Conditions of this Contract, the CONTRACTOR will be sent a formal written notice. Within ten (10) days of receipt of notice the CONTRACTOR shall provide with COMMISSION with a formal written Corrective Action Plan in response to all noted deficiencies. The CONTRACTOR shall correct all identified deficiencies within forty-five (45) days of notice. The COMMISSION may conduct follow-up monitoring at any time to determine compliance based on the submitted Corrective Action Plan. Failure to meet 100% compliance with all of the Terms and Conditions of this Contract or failure to correct the deficiencies identified in the notice within the time frame specified may result in liquidated damages, and/or termination of this Contract in accordance with the Termination section.

31. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of section 274A(c) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

32. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The CONTRACTOR shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

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The CONTRACTOR shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COMMISSION or other authorized state entity consistent with the terms of the CONTRACTOR'S enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR'S and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the COMMISSION may treat a failure to comply as a material breach of the Contract.

33. **ENTIRE AGREEMENT.** This Contract with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

Rodney Hewett (CONTRACTOR)

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

Name: Rodney Hewett  
Title: \_\_\_\_\_

Suzanne L. Field  
(Name and title)  
Asst. Exec. Dir.

Date: 5/7/13

Date: 5-22-13

Approved as to form and legality:

Anthony P. Paganis  
FWC Attorney

Attachments and Exhibits in this Contract include the following:

- Attachment A Invitation to Bid (ITB) FWC 12/13-50
- Attachment B Contractor's Response to ITB
- Exhibit A Apalachee WMA Farming Fields 17, 28, 36, 37, and 52
- Exhibit B Contractors Scope of Work

**AMENDMENT NUMBER 1**  
**TO**  
**APALACHEE FARMING AGREEMENT**

This Amendment is entered into this 05 day of 05-99, 1999, by and between the Florida Game and Fresh Water Fish Commission, hereinafter referred to as the **COMMISSION** and Dillon Kilpatrick, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH:**

WHEREAS, on March 8, 1991, the **CONTRACTOR** and the **COMMISSION** entered into a Farming Agreement pertaining to how Apalachee Wildlife Management Area (WMA) shall be farmed (the Original Agreement).

WHEREAS, the **COMMISSION** and the **CONTRACTOR** desire to amend the Original Agreement, to include the following terms and conditions which shall replace and supersede any prior terms, conditions and legal description, (the Original Agreement as amended hereby to be known herein as the "Agreement").

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

1. The **CONTRACTOR** shall be permitted to plant and harvest a crop of soybeans, peanuts, corn, and/or small grains on 81.2 acres of land in Field(s) 9, 13, 14, 15, 19, 44 and 47 as shown in Exhibit A attached hereto and by reference made a part hereof.
2. The term of this Agreement shall be indefinite until terminated as provided for in paragraph 12.

3. The **CONTRACTOR'S** planting and harvesting operations shall be conducted under the supervision of the designated **COMMISSION** representative or his designee as follows:

District Wildlife Biologist  
Rt. 7, Box 3055  
Quincy, FL 32351  
(850) 627-9674

4. The **CONTRACTOR** shall leave at least 10% of the crop standing in each field, as directed by the **COMMISSION** representative.

5. The **CONTRACTOR** shall supply all seed, fertilizer and labor and all other materials and equipment necessary for this farming operation and **COMMISSION** shall not be responsible for same.

6. If an assigned Field is not planted, the **CONTRACTOR** shall till the acreage in each unplanted assigned field at least once each year as requested by the designated **COMMISSION** representative.

7. The **CONTRACTOR** shall supply and use only EPA-approved herbicides and these shall be used in accordance with product labels for the appropriate agricultural process. All such EPA-approved pesticides may be used only after approval by the designated **COMMISSION** representative. The **CONTRACTOR** shall provide, to the **COMMISSION** by December 31 each year, an annual pest control plan listing actual usage of pesticides during that year and anticipated use for the following year. The plan and report shall be prepared on a copy of the sample format provided in Exhibit B and shall be submitted to: District Wildlife Biologist, Rt. 7 Box 3055, Quincy, FL 32351.

8. The **CONTRACTOR** shall remove all litter, including but not limited to bags and other containers, **CONTRACTOR**, its agents or assigns bring on the WMA and shall properly dispose of same..

9. The **COMMISSION** shall administer exclusive control of public use on the land to be farmed, and in no instance shall the farming operation interfere with wildlife management or public use on the WMA.

10. Wildlife damage permits shall not be issued by the **COMMISSION** for wildlife damage on lands covered in this Agreement.

11. This Agreement shall terminate immediately upon the **COMMISSION** giving written notice to the **CONTRACTOR** in the event of fraud, willful misconduct or breach of this Agreement.

12. Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 30 days prior to the termination date specified in the notice.

13. The **CONTRACTOR** hereby agrees to indemnify and hold harmless the **COMMISSION** from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under this Agreement and shall investigate all claims of every nature at its expense. In addition, the **CONTRACTOR** agrees to be responsible for any injury or property damage resulting from any activities conducted under this Agreement.

14. It is understood that an employer-employee relationship does not exist between the **COMMISSION** and the **CONTRACTOR**, and the **COMMISSION** is not responsible for providing Workers' Compensation Insurance and withholding services for the **CONTRACTOR**

or his employees. There is no conflict of interest or any other prohibited relationship between the **CONTRACTOR** and the **COMMISSION**.

15. This Agreement shall supersede all provisions of the Original Agreement in conflict hereto.

The **COMMISSION** and the **CONTRACTOR** stipulate that neither of them has made any representations except such representations as are specifically contained within this Agreement and each party acknowledges reliance on its own judgment in entering into this Agreement. The **COMMISSION** and the **CONTRACTOR** further acknowledge that any payments or any representation that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this Agreement.

16. The **COMMISSION** reserves the right to unilaterally cancel this Agreement for refusal by the **CONTRACTOR** to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S., and made or received by the **CONTRACTOR** in conjunction with this Agreement.

17. As a condition of this Agreement, the **CONTRACTOR** hereby covenants and agrees not to discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status with respect to any activity occurring pursuant to this Agreement.

18. This Agreement granted to the **CONTRACTOR** shall not be assigned or otherwise transferred without written consent of the **COMMISSION**.

19. The **CONTRACTOR**, by execution, does hereby agree that no claim of title or any interest to said land herein described shall be made.

20. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Florida Game & Fresh Water Fish Commission, Division of Wildlife, 620 South Meridian Street, Tallahassee, FL 32399-1600, and to the **CONTRACTOR** at 2250 Kilpatrick Lane, Sneads, FL 32460.

21. The **CONTRACTOR** shall provide insurance coverage outlined by the **COMMISSION** as follows and shall supply the **COMMISSION** with proof of insurance before commencement of any work in connection with this Agreement. All certificates of insurance or insurance policies shall be with insurers qualified and licensed to do business in Florida through an authorized Florida resident agent.

- A. Worker's Compensation Insurance - If required under the Worker's Compensation Law, Chapter 440, Florida Statutes, the **CONTRACTOR** shall secure and maintain during the life of this Agreement, Worker's Compensation insurance for all his/her employees connected with the work of this project and, in case any work is sublet, the **CONTRACTOR** shall require the subcontractor similarly to provide Workers' Compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the **CONTRACTOR**. Such insurance shall comply fully with Florida's Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Workers' Compensation statute, the **CONTRACTOR** shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the **COMMISSION**, for the protection of his employees not otherwise protected.

B. **CONTRACTOR'S** Public Liability and Property Damage Insurance - The **CONTRACTOR** shall secure and maintain, during the life of this Agreement, comprehensive general liability insurance as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement whether such operations be by **CONTRACTOR** or **CONTRACTOR'S** agents or employees, and such insurance shall be, at minimum, as follows:

1. Bodily Injury Liability - \$300,000 each incident.
2. Property Damage Liability (other than automobile) - \$100,000 each incident.

C. The **COMMISSION** shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the **CONTRACTOR** and/or subcontractor providing such insurance.

22. The parties agree and understand that this Agreement confers no third party benefits and that the **COMMISSION** shall become part of the Florida Fish and Wildlife Conservation Commission as of July 1, 1999 and that the rights and obligations provided by this Agreement shall not be altered thereby.

IN WITNESS WHEREOF, the parties have caused this Amendment Number 1 to be executed on the day and year first above written.

FLORIDA GAME AND FRESH WATER FISH COMMISSION

Diane Chason  
Witness

Victor Z. Heller For  
Dr. Allan L. Egbert  
Executive Director

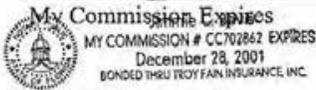
Diane Chason  
Type/Print Witness Name

Larriisha AKins  
Witness

Larriisha AKins  
Type/Print Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Agreement was acknowledged before me this 25<sup>th</sup> day of May, 1999, by Dr. Allan L. Egbert, who is personally known to me as the Executive Director of the Florida Game and Fresh Water Fish Commission.  
Victor Z. Heller Assistant



My Commission Number

Jimmie C. Bevis  
Notary Public

JIMMIE C. BEVIS

Type/Print Notary Public Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
[Signature]  
Commission Attorney

CONTRACTOR

Linda H. Holloway  
Witness

Dillon Kilpatrick  
By: Dillon Kilpatrick

Linda H. Holloway  
Type/Print Witness Name

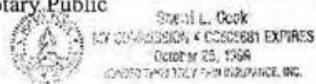
Barbara McAlpin  
Witness

Barbara McAlpin  
Type/Print Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Agreement was acknowledged before me this 5<sup>th</sup> day of May,  
1999, by Dillon Kilpatrick, who is personally known to be or produced \_\_\_\_\_  
as identification, identification number \_\_\_\_\_.

\_\_\_\_\_  
My Commission Expires

Sheri S. Cook  
Notary Public  


\_\_\_\_\_  
My Commission Number

\_\_\_\_\_  
Type/Print Notary Public Name

g:\share\bw\karens\amend\kilpat

# APALACHEE WMA AGRICULTURAL FIELDS

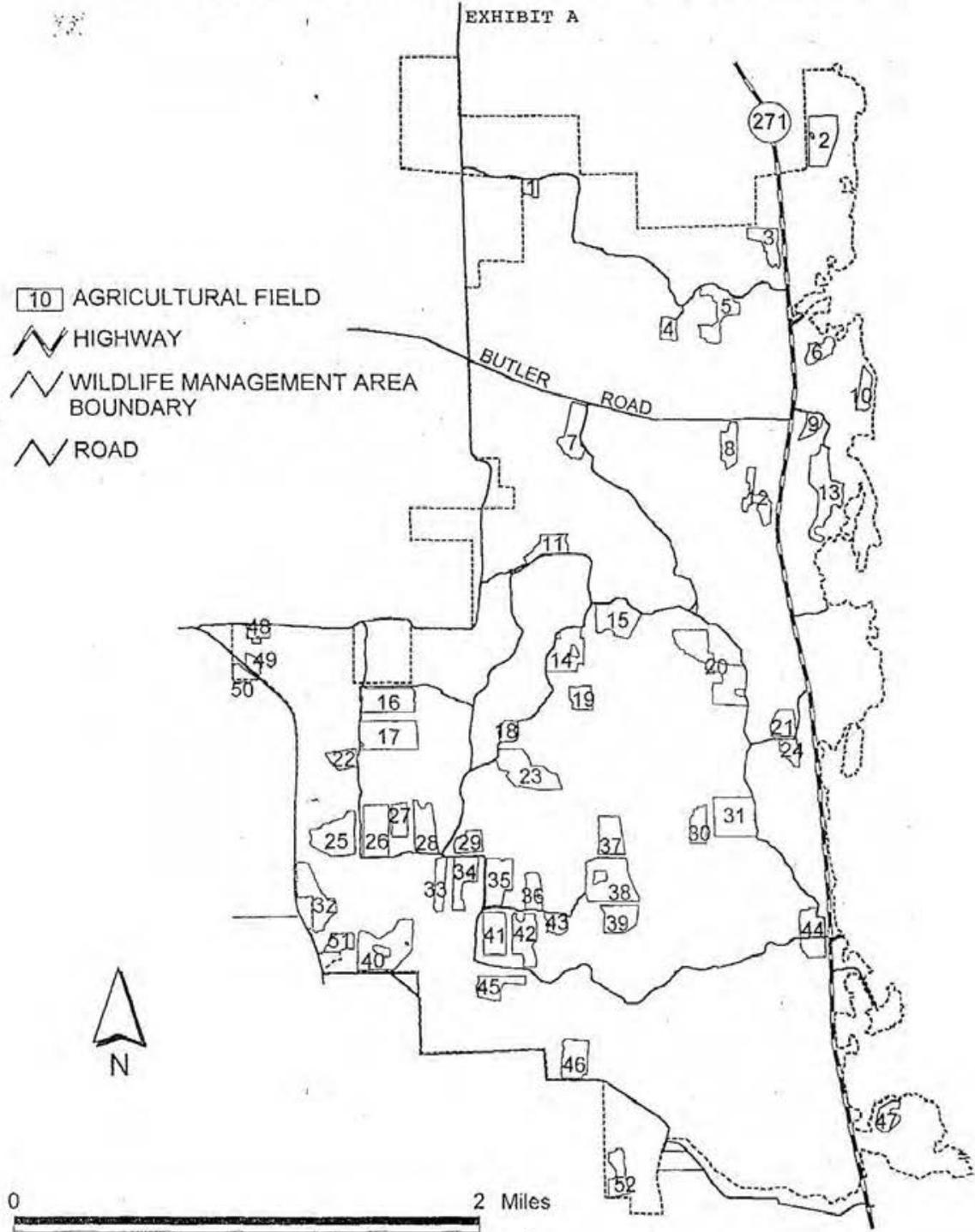
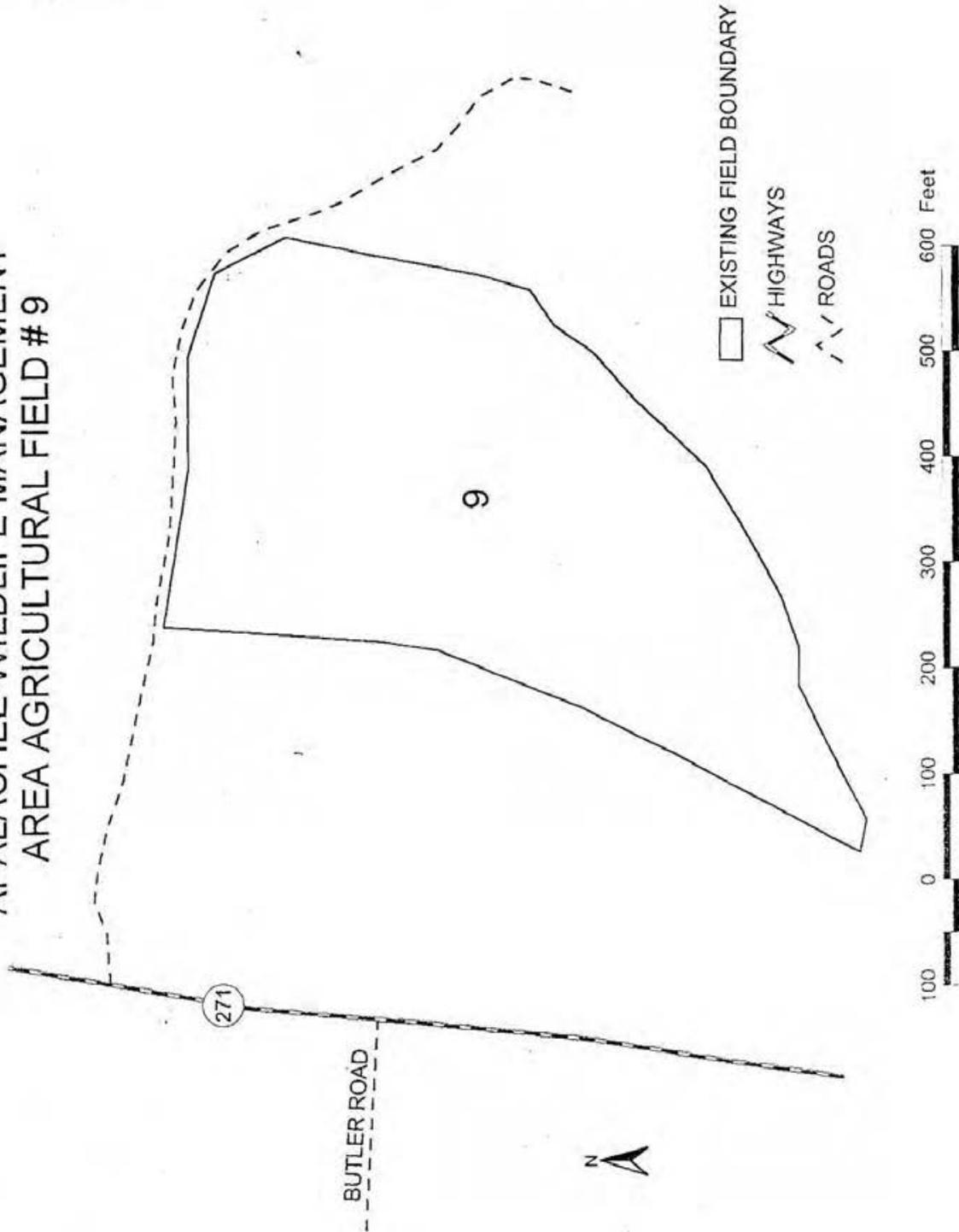
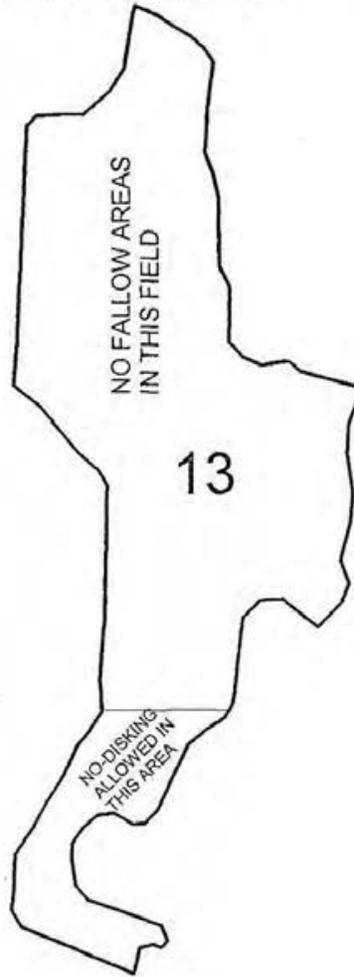


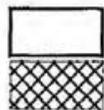
EXHIBIT A

APALACHEE WILDLIFE MANAGEMENT  
AREA AGRICULTURAL FIELD # 9



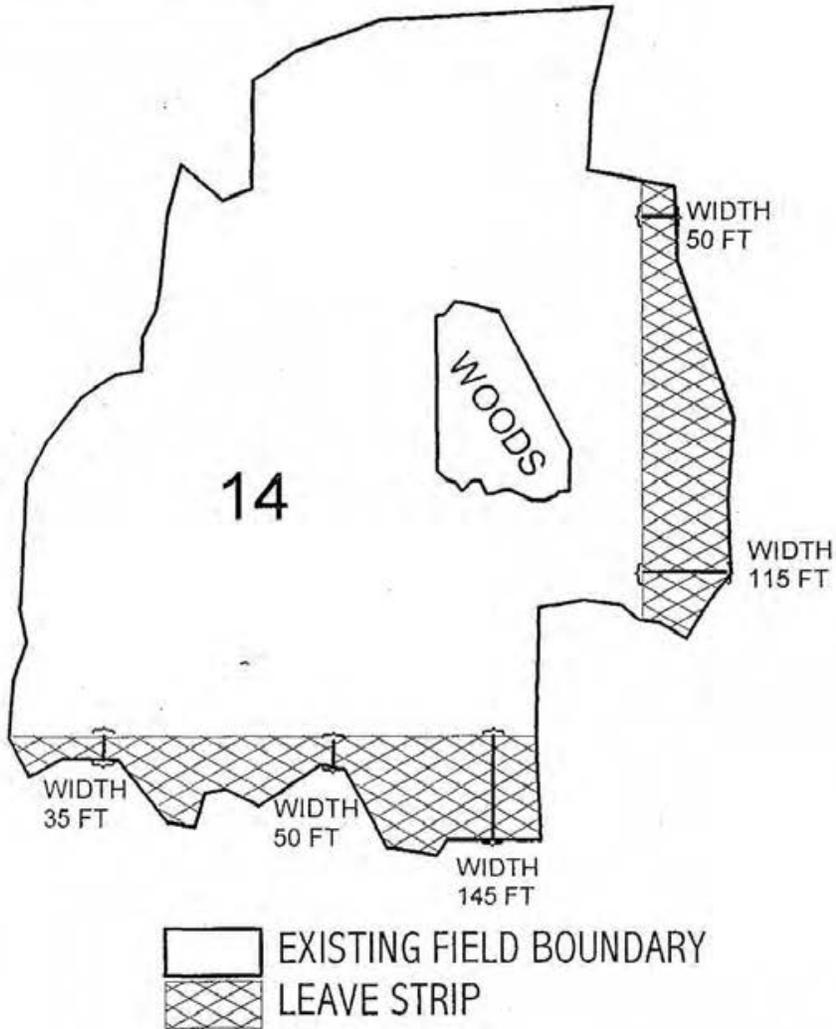
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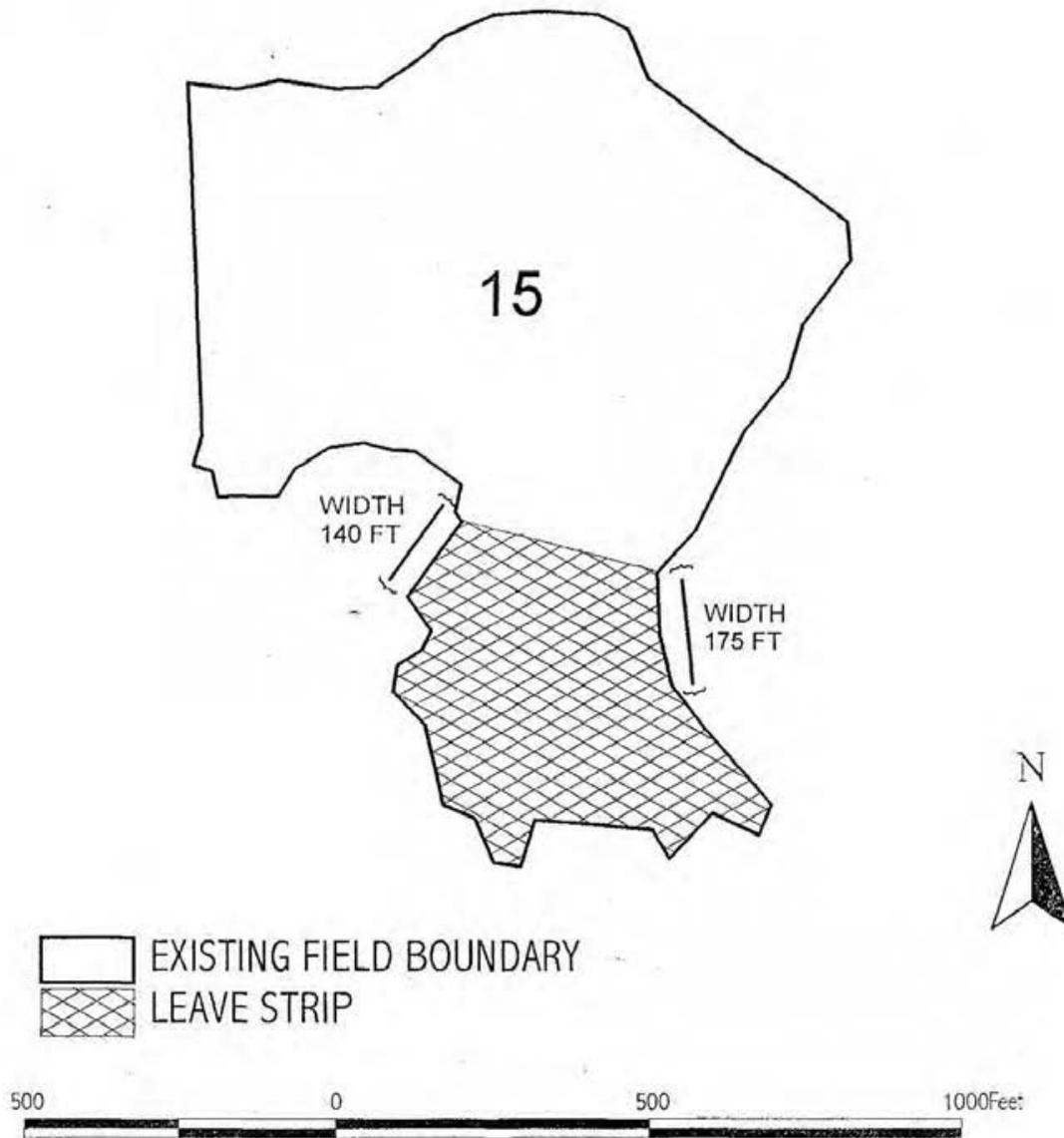
 EXISTING FIELD BOUNDARY  
LEAVE STRIP



# APALACHEE WILDLIFE MANAGEMENT AREA AGRICULTURAL FIELD #14



# APALACHEE WILDLIFE MANAGEMENT AREA AGRICULTURAL FIELD #15



APALACHEE WILDLIFE  
MANAGEMENT AREA  
AGRICULTURAL FIELD # 19

EXHIBIT A

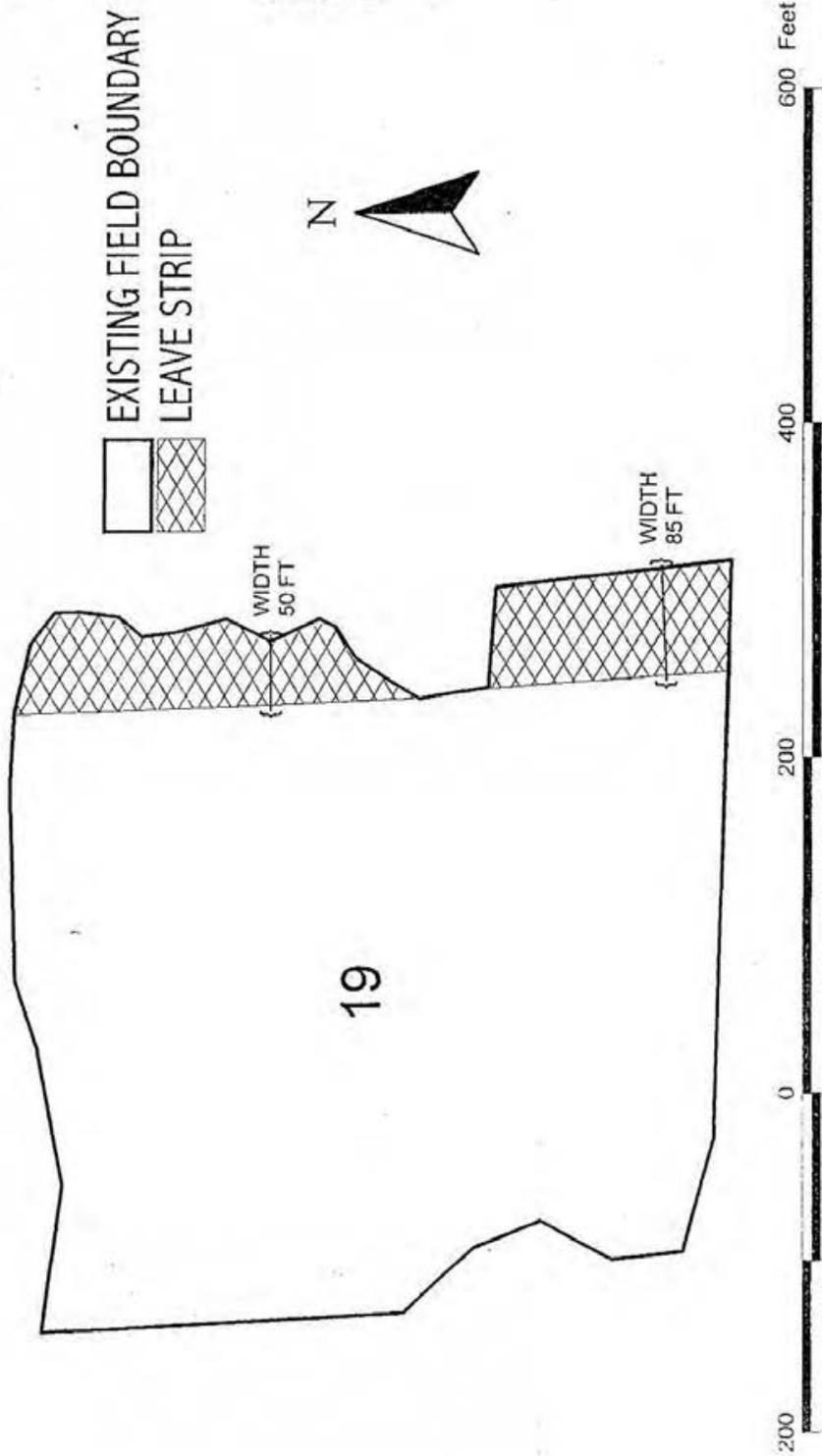


EXHIBIT A  
APALACHEE WILDLIFE MANAGEMENT  
AREA AGRICULTURAL FIELD # 44

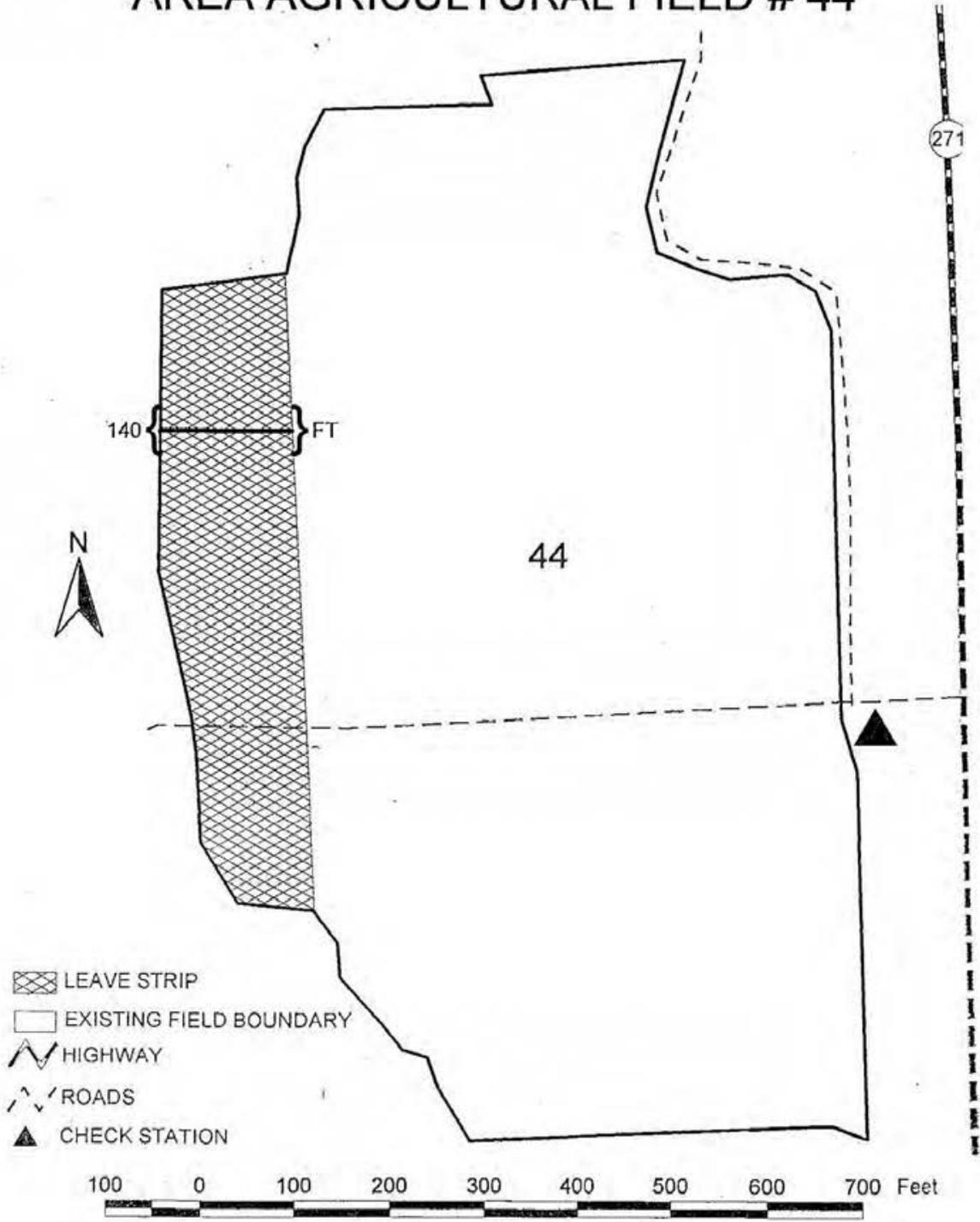
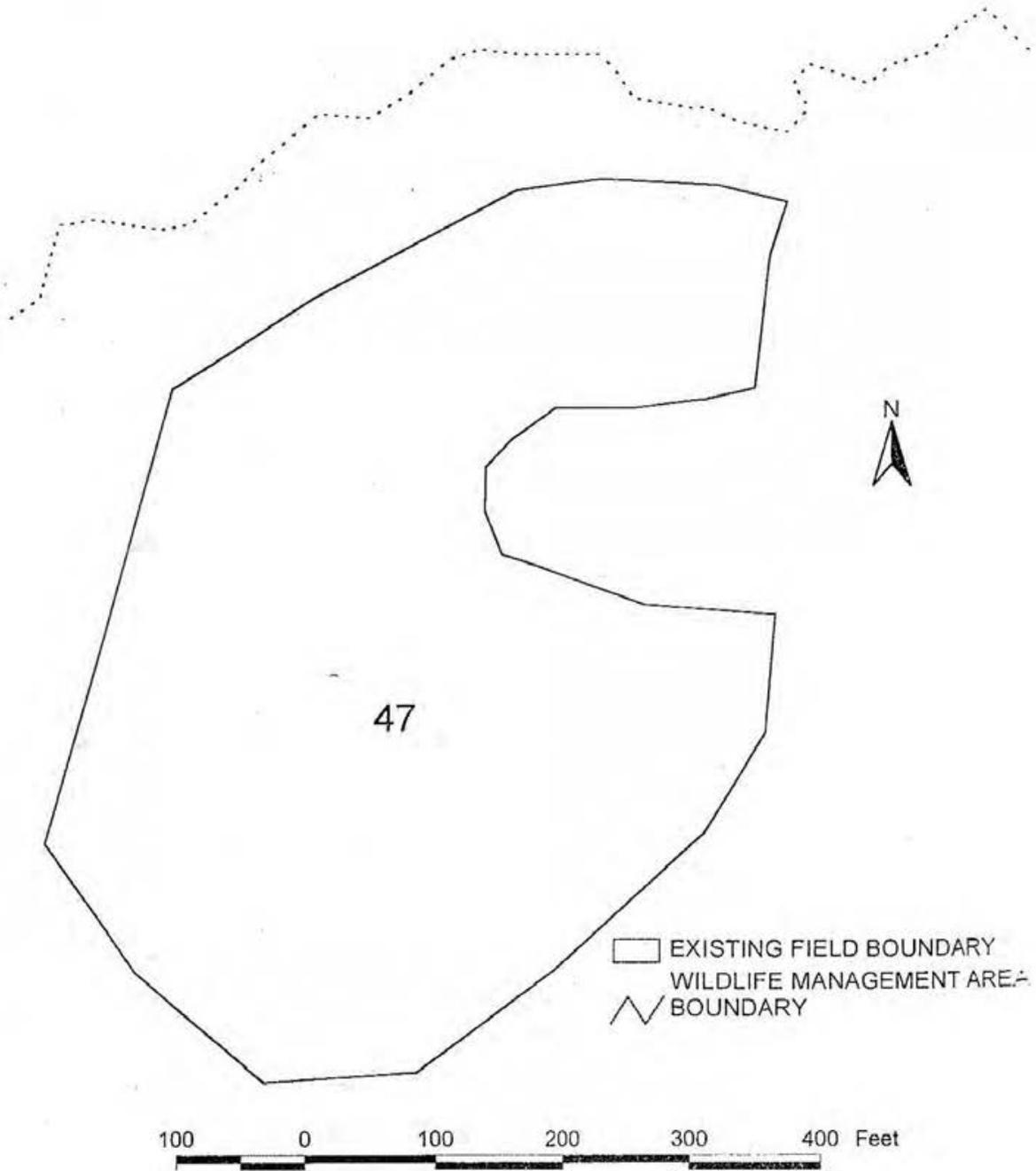


EXHIBIT A

# APALACHEE WILDLIFE MANAGEMENT AREA AGRICULTURAL FIELD # 47



**AMENDMENT NUMBER 1**  
**TO**  
**APALACHEE FARMING AGREEMENT**

This Amendment is entered into this 20<sup>th</sup> day of August, 1999, by and between the Florida Fish and Wildlife Conservation Commission, hereinafter referred to as the **COMMISSION** and Coy L. Baxter, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH:**

WHEREAS, on June 30, 1989, the **CONTRACTOR** and the **COMMISSION** entered into a Farming Agreement pertaining to how Apalachee Wildlife Management Area (WMA) shall be farmed (the Original Agreement).

WHEREAS, the **COMMISSION** and the **CONTRACTOR** desire to amend the Original Agreement, to include the following terms and conditions which shall replace and supersede any prior terms, conditions and legal description, (the Original Agreement as amended hereby to be known herein as the "Agreement").

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

1. The **CONTRACTOR** shall be permitted to plant and harvest a crop of soybeans, peanuts, corn, and/or small grains on 25.5 acres of land in Field(s) 40 as shown in Exhibit A attached hereto and by reference made a part hereof.
2. The term of this Agreement shall be indefinite until terminated as provided for in paragraph 12.

3. The **CONTRACTOR'S** planting and harvesting operations shall be conducted under the supervision of the designated **COMMISSION** representative or his designee as follows:

District Wildlife Biologist  
Rt.7, Box 3055  
Quincy, FL 32351  
(850) 627-9674

4. The **CONTRACTOR** shall leave at least 10% of the crop standing in each field, as directed by the **COMMISSION** representative.

5. The **CONTRACTOR** shall supply all seed, fertilizer and labor and all other materials and equipment necessary for this farming operation and **COMMISSION** shall not be responsible for same.

6. If an assigned Field is not planted, the **CONTRACTOR** shall till the acreage in each unplanted assigned field at least once each year as requested by the designated **COMMISSION** representative.

7. The **CONTRACTOR** shall supply and use only EPA-approved herbicides and these shall be used in accordance with product labels for the appropriate agricultural process. All such EPA-approved pesticides may be used only after approval by the designated **COMMISSION** representative. The **CONTRACTOR** shall provide, to the **COMMISSION** by December 31 each year, an annual pest control plan listing actual usage of pesticides during that year and anticipated use for the following year. The plan and report shall be prepared on a copy of the sample format provided in Exhibit B and shall be submitted to: District Wildlife Biologist, Rt. 7 Box 3055, Quincy, FL 32351.

8. The **CONTRACTOR** shall remove all litter, including but not limited to bags and other containers, **CONTRACTOR**, its agents or assigns bring on the WMA and shall properly dispose of same..

9. The **COMMISSION** shall administer exclusive control of public use on the land to be farmed, and in no instance shall the farming operation interfere with wildlife management or public use on the WMA.

10. Wildlife damage permits shall not be issued by the **COMMISSION** for wildlife damage on lands covered in this Agreement.

11. This Agreement shall terminate immediately upon the **COMMISSION** giving written notice to the **CONTRACTOR** in the event of fraud, willful misconduct or breach of this Agreement.

12. Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 30 days prior to the termination date specified in the notice.

13. The **CONTRACTOR** hereby agrees to indemnify and hold harmless the **COMMISSION** from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under this Agreement and shall investigate all claims of every nature at its expense. In addition, the **CONTRACTOR** agrees to be responsible for any injury or property damage resulting from any activities conducted under this Agreement.

14. It is understood that an employer-employee relationship does not exist between the **COMMISSION** and the **CONTRACTOR**, and the **COMMISSION** is not responsible for providing Workers' Compensation Insurance and withholding services for the **CONTRACTOR**

or his employees. There is no conflict of interest or any other prohibited relationship between the **CONTRACTOR** and the **COMMISSION**.

15. This Agreement shall supersede all provisions of the Original Agreement in conflict hereto.

The **COMMISSION** and the **CONTRACTOR** stipulate that neither of them has made any representations except such representations as are specifically contained within this Agreement and each party acknowledges reliance on its own judgment in entering into this Agreement. The **COMMISSION** and the **CONTRACTOR** further acknowledge that any payments or any representation that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this Agreement.

16. The **COMMISSION** reserves the right to unilaterally cancel this Agreement for refusal by the **CONTRACTOR** to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S., and made or received by the **CONTRACTOR** in conjunction with this Agreement.

17. As a condition of this Agreement, the **CONTRACTOR** hereby covenants and agrees not to discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status with respect to any activity occurring pursuant to this Agreement.

18. This Agreement granted to the **CONTRACTOR** shall not be assigned or otherwise transferred without written consent of the **COMMISSION**.

19. The **CONTRACTOR**, by execution, does hereby agree that no claim of title or any interest to said land herein described shall be made.

20. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Florida Fish & Wildlife Conservation Commission, Division of Wildlife, 620 South Meridian Street, Tallahassee, FL 32399-1600, and to the **CONTRACTOR** at 2797 Salem Church Road, Sneads, FL 32460.

21. The **CONTRACTOR** shall provide insurance coverage outlined by the **COMMISSION** as follows and shall supply the **COMMISSION** with proof of insurance before commencement of any work in connection with this Agreement. All certificates of insurance or insurance policies shall be with insurers qualified and licensed to do business in Florida through an authorized Florida resident agent.

- A. Worker's Compensation Insurance - If required under the Worker's Compensation Law, Chapter 440, Florida Statutes, the **CONTRACTOR** shall secure and maintain during the life of this Agreement, Worker's Compensation insurance for all his/her employees connected with the work of this project and, in case any work is sublet, the **CONTRACTOR** shall require the subcontractor similarly to provide Workers' Compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the **CONTRACTOR**. Such insurance shall comply fully with Florida's Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Workers' Compensation statute, the **CONTRACTOR** shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the **COMMISSION**, for the protection of his employees not otherwise protected.

- B. **CONTRACTOR'S** Public Liability and Property Damage Insurance - The **CONTRACTOR** shall secure and maintain, during the life of this Agreement, comprehensive general liability insurance as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement whether such operations be by **CONTRACTOR** or **CONTRACTOR'S** agents or employees, and such insurance shall be, at minimum, as follows:
1. Bodily Injury Liability - \$300,000 each incident.
  2. Property Damage Liability (other than automobile) - \$100,000 each incident.
- C. The **COMMISSION** shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the **CONTRACTOR** and/or subcontractor providing such insurance.

IN WITNESS WHEREOF, the parties have caused this Amendment Number 1 to be executed on the day and year first above written.

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

Brenda Collins  
Witness

Brenda Collins  
Type/Print Witness Name

Cynthia Ward  
Witness

Cynthia Ward  
Type/Print Witness Name

Victor J. Helge For  
Dr. Allan L. Egbert  
Executive Director

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Agreement was acknowledged before me this 20<sup>th</sup> day of August 1999, by Dr. Allan L. Egbert, who is personally known to me as the Executive Director of the Florida Fish and Wildlife Conservation Commission.  
Victor J. Helge Assistant

 Jimmie C. Bevis  
MY COMMISSION # CC702862 EXPIRES  
December 28, 2001  
BONDED THRU TROY FAUN INSURANCE, INC.  
My Commission Expires

Jimmie C. Bevis  
Notary Public

My Commission Number

JIMMIE C. BEVIS  
Type/Print Notary Public Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
[Signature]  
Commission Attorney

CONTRACTOR

Teresa W. Brown  
Witness

Coy L. Baxter / Essie Baxter P.O.A  
By: Coy L. Baxter

Teresa W. Brown  
Type/Print Witness Name

Wanda Campbell  
Witness

Wanda Campbell  
Type/Print Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

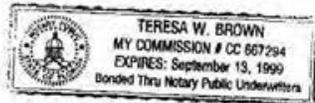
The foregoing Agreement was acknowledged before me this 23<sup>rd</sup> day of Feb, 1999, by Coy L. Baxter, who is personally known to be or produced as identification, identification number \_\_\_\_\_

My Commission Expires

Teresa W. Brown  
Notary Public

My Commission Number

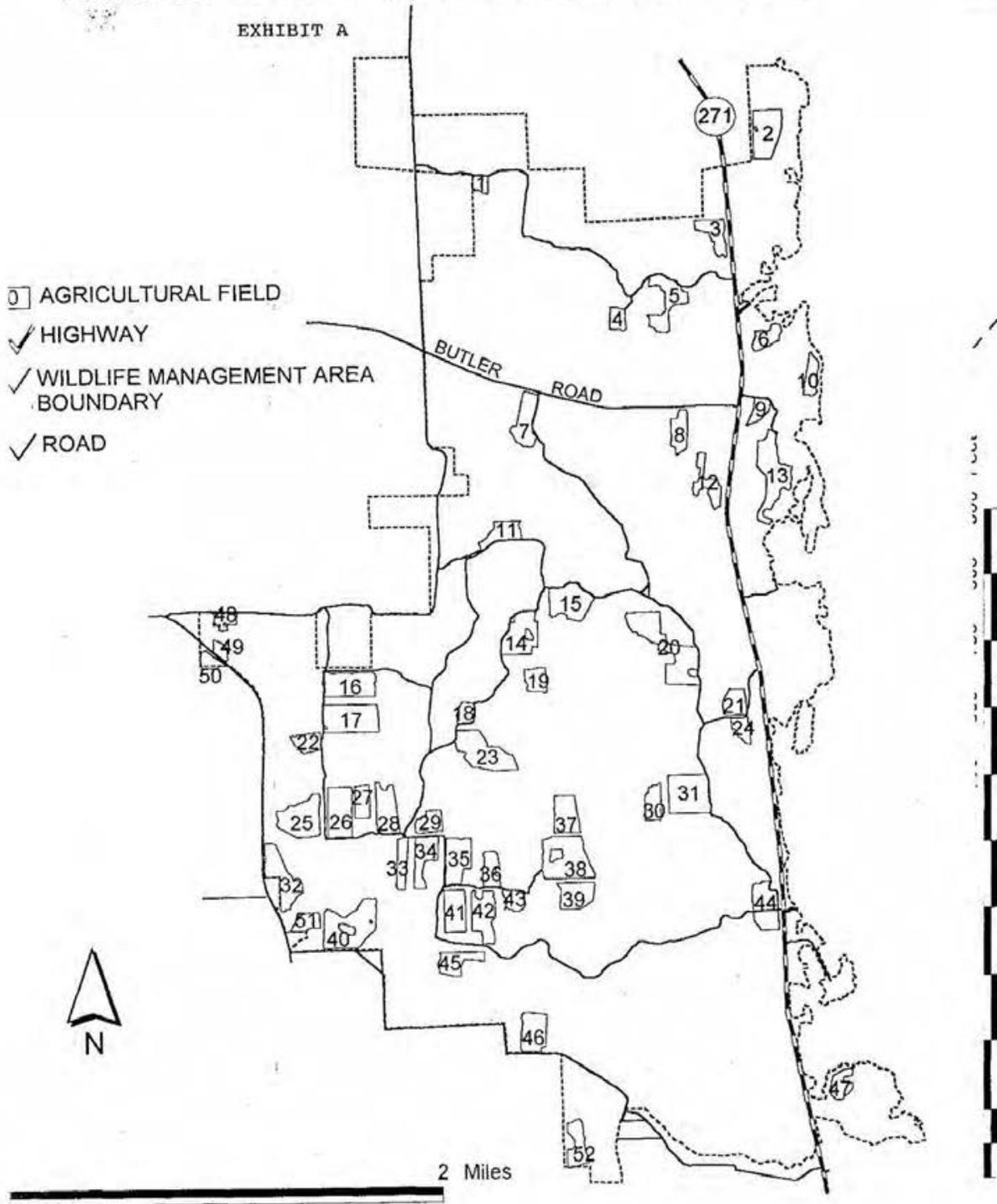
Teresa W. Brown  
Type/Print Notary Public Name



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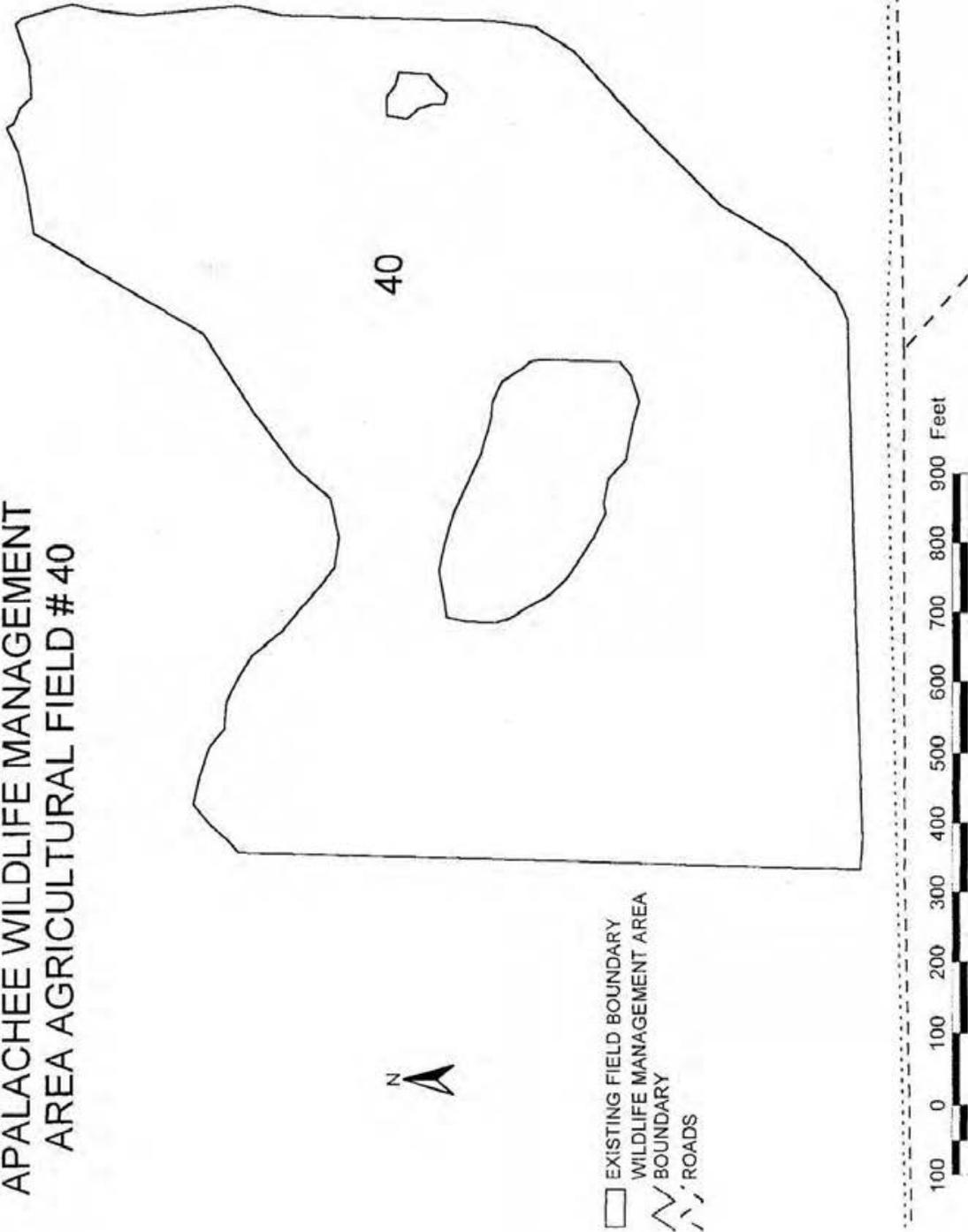
# APALACHEE WMA AGRICULTURAL FIELDS

EXHIBIT A



APALACHEE WILDLIFE MANAGEMENT  
AREA AGRICULTURAL FIELD # 40

EXHIBIT A



ORIGINAL  
CONTRACT  
FOR  
HISTORY

STATE OF FLORIDA  
FISH AND WILDLIFE CONSERVATION COMMISSION

# 05171

HOUSING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the State of Florida, Fish and Wildlife Conservation COMMISSION, hereafter referred to as the COMMISSION, does hereby grant to Nathan Bunting, employed by the COMMISSION in the capacity of Wildlife Biological Scientist III the right and privilege to occupy the residence/site located upon the property of the State in Florida.

Jackson County, Florida, on Apalachee Wildlife Management Area upon the following terms and conditions. The site is located at 7611 Butler Rd., Sneeds, Florida, 32460.

1. **RENT** The said area may be occupied by Nathan Bunting, hereafter referred to as the EMPLOYEE, and his or her family only as, and incident to, such employment by the COMMISSION. In accordance with established policy, the current rental value of this area, which shall commence upon the residence/site being turned over to the EMPLOYEE, is forty dollars (\$40.00) per month, which shall be deducted from the EMPLOYEE's payroll check each pay period using the following formula: Monthly rate (\$40.00) x 12 divided by 26.1. The EMPLOYEE acknowledges that the above-stated rental rate is subject to periodic reevaluation by the COMMISSION, and may be changed based upon economic conditions, major renovations, alterations of the site, or as required by the Department of Administration.

2. **TERM** EMPLOYEE's occupancy of the residence/site under this Agreement shall be on a tenancy at will basis, which shall commence upon the residence/site being turned over to the EMPLOYEE or the full execution date of this agreement, which ever is earlier. The COMMISSION may cancel this Agreement at any time without cause, effective upon thirty (30) days written notice to the EMPLOYEE. The COMMISSION may terminate this Agreement effective immediately without notice, in the event of the EMPLOYEE's abandonment of the residence/site, or the involuntary termination of the EMPLOYEE for cause by the COMMISSION. The EMPLOYEE shall, within thirty (30) days after receipt of written notice of his or her transfer from the area, discharge and/or termination of his or her employment or other prevailing need as determined by the Division/Office Director, vacate the said residence and remove therefrom and from the property of the State, all his or her property, furnishings, and belongings and surrender to the COMMISSION's duly authorized representative full possession of the premises in as good condition as the same now is, ordinary wear and tear excepted. Failure of the EMPLOYEE to vacate the site in accordance with the provisions hereof shall subject the EMPLOYEE to legal

1 of 5

action for removal, and may in addition be grounds for disciplinary action or termination of employment by the COMMISSION.

3. **PURPOSE** Residency in a COMMISSION-controlled facility at a reduced rental rate shall be in exchange for services rendered to the area (and may be a condition of employment), but shall not be considered remuneration for work performed. Termination or alteration of the EMPLOYEE's rights under this Agreement shall not be grounds for a grievance or appeal by the EMPLOYEE.
4. **OCCUPANCY** The employee and his or her immediate family shall be permitted to reside in the residence. The EMPLOYEE shall not sublet any part of the residence. The dwelling shall be used for dwelling only and no business or trade shall be conducted from the residence without the prior written consent of the COMMISSION's appropriate section leader.
5. **PETS** No pets or animals of any kind shall be kept in the residence at any time, without the prior written consent of the COMMISSION's appropriate section leader. Arrangements for keeping livestock and poultry on the site must have prior written approval of the COMMISSION's appropriate section leader.
6. **UTILITIES** The COMMISSION shall supply water to the residence, unless water is available from city, public or community water system. All utilities (including water if supplied by local utility), including deposits, are the responsibility of the EMPLOYEE.
7. **REPAIRS AND MAINTENANCE** The residence shall initially be inspected by the EMPLOYEE and the COMMISSION's authorized representative. The EMPLOYEE shall notify the COMMISSION's authorized representative in writing within the first thirty (30) days of this Agreement of any defect in the condition of, or damage to the residence; the EMPLOYEE's failure to notify the COMMISSION's authorized representative shall be deemed an acknowledgment by the EMPLOYEE that the residence is in good condition and in a good state of repair. The EMPLOYEE shall, during the term of his occupancy, keep the said residence and the assigned area upon which it is located in a good, clean and sanitary condition and shall be responsible for yard maintenance including, but not limited to, grass mowing and hedge trimming. The area assigned to each residence shall be designated by the COMMISSION's appropriate section leader and must conform to the landscape of the remainder of the site. The EMPLOYEE agrees to make no change in the construction of the residence or its wiring or plumbing or to change or alter the construction in any way, or to build any other fixed structures, without first obtaining written permission from the COMMISSIONS appropriate section leader. The expense of consumable items, minor maintenance, and repairs due to negligence or damage by the EMPLOYEE or member of his or her family, shall be made at the EMPLOYEE's expense.

2 of 5

It is expressly understood that the EMPLOYEE shall be responsible for the costs of repairing any damage to toilets, drains, or other plumbing fixtures, caused by misuse. The COMMISSION is responsible for maintenance of the roof and exterior walls of the residence. The EMPLOYEE may be requested and shall perform, to the extent of his capability, routine maintenance work and repairs on the residence. The residence and assigned area are to be maintained on the EMPLOYEE's off-duty time. The EMPLOYEE shall notify the COMMISSION's section leader as soon as possible after the discovery of any item which needs to be repaired.

8. **INSPECTION** The COMMISSION's authorized representative shall have authority to enter said dwelling with proper notice (24 hours) for the purpose of inspection; said inspection to be as considered necessary to ensure performance of maintenance standards.

9. **LIABILITY** The COMMISSION shall not be liable for any claims or actions based upon damage to persons or property associated in any way with occupancy of the residence in this Agreement and EMPLOYEE shall hold the COMMISSION harmless from all actions stemming in any way from this Agreement. In the event the residence shall be partially or wholly destroyed by fire, wind, flood, or other casualty the COMMISSION shall be under no obligation to repair or restore residence or any part thereof.

10. **PAYROLL AUTHORIZATION OF RENT**

Payroll authorization for Rental of  
State-Owned Housing/Trailer Space

Nathan Bunting  
Employees name

592-267-290  
SS#

Habitat and Species Conservation  
Division

The EMPLOYEE hereby authorizes the Florida Fish and Wildlife Conservation Commission to deduct from his salary the sum of \$ 18.39 on a biweekly basis for the occupancy of the facility. The EMPLOYEE understands this payroll deduction shall cease upon my authorized vacancy of the premises.

11. **USE OF PREMISE.** The EMPLOYEE shall not use the residence/site for any purpose other than a single family residence under this Agreement. The EMPLOYEE shall comply with all applicable laws, rules, regulations and ordinances pertaining in any way to the EMPLOYEE's occupancy of the residence/site. The type of facility the EMPLOYEE shall be occupying is checked below:

- House with Utilities Included
- House with Separate Utilities Charge
- Trailer with Utilities Included
- Trailer with Separate Utilities Charge
- Trailer Space with Utilities Included
- Trailer Space with Separate Utilities Charge

IN WITNESS WHEREOF, the parties have executed this Housing Agreement on the date and year last below written.

Witnesses for Employee

[Signature]  
Witness

[Signature]  
Witness

STATE OF FLORIDA  
FISH AND WILDLIFE  
CONSERVATION COMMISSION

[Signature]  
Mike Brooks, Section Leader  
Division of Habitat & Species Conservation

Date: 11-28-05

Witnesses for FWC

[Signature]  
Witness

[Signature]  
Witness

EMPLOYEE

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
[Signature]  
Commission Attorney

[Signature]  
Signature

Bunting, Nathan  
Printed name

Biologist III  
Title

Date: 25 Oct 05

STATE OF FLORIDA  
FISH AND WILDLIFE CONSERVATION COMMISSION

HOUSING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the State of Florida, Fish and Wildlife Conservation Commission, hereafter referred to as the COMMISSION, does hereby grant to Nathan Bunting, hereafter referred to as the EMPLOYEE, employed by the COMMISSION in the capacity of Fisheries and Wildlife Biological Scientist III, the right and privilege to occupy the residence/site located upon the property of the State in Jackson County, Florida, known as the Apalachee Wildlife Management Area (WMA), whose resident address is 7611 Butler Road, Sneeds, Florida, 32460, upon the following terms and conditions:

1. **RENT** The said residence/site may be occupied by EMPLOYEE and his or her immediate family only as a condition of, and incident to, such employment by the COMMISSION. In accordance with established policy, the current rental rate is forty dollars (\$40.00) per month, which upon the residence/site being turned over the EMPLOYEE shall be deducted from the EMPLOYEE'S payroll check each pay period using the following formula: Monthly rate (\$40.00) x 12 divided by 26.1. The EMPLOYEE acknowledges that the above-stated rental rate is subject to periodic reevaluation by the COMMISSION and may be changed based upon economic conditions, major renovations, alterations of the site, or as required by the Department of Management Services.
2. **TERM** EMPLOYEE'S occupancy of the residence/site under this Agreement shall be on a tenancy at will basis, which shall commence upon the residence/site being turned over to the EMPLOYEE or the full execution date of this agreement, whichever is earlier. The COMMISSION may terminate this Agreement at any time without cause, effective upon thirty (30) days written notice to the EMPLOYEE. The COMMISSION may terminate this Agreement effective immediately without notice in the event of the EMPLOYEE'S abandonment of the residence/site or upon transfer or termination of the EMPLOYEE. The EMPLOYEE shall, within thirty (30) days after termination of this Agreement, vacate the residence/site and remove there from and from the property of the State, all his or her property, furnishings, and belongings and surrender to the COMMISSION'S duly authorized representative full possession of the premises in as good condition as the same now is, ordinary wear and tear excepted. Failure of the EMPLOYEE to vacate the site in accordance with these provisions shall subject the EMPLOYEE to legal action for removal and may in addition be grounds for disciplinary action or termination of employment by the COMMISSION.

3. **PURPOSE Residency** in a COMMISSION-controlled facility at the rental rate stated in this Agreement shall be in exchange for services rendered to the area (and may be a condition of employment), but shall not be considered remuneration for work performed. Termination or alteration of the EMPLOYEE'S rights under this Agreement shall not be grounds for a grievance or appeal by the EMPLOYEE.
4. **OCCUPANCY** The EMPLOYEE and his or her immediate family shall be permitted to reside in the residence. The EMPLOYEE shall not sublet any part of the residence. The dwelling shall be used for dwelling only and no business or trade shall be conducted from the residence without the prior written consent of the COMMISSION'S Section Leader.
5. **PETS** No pets or animals of any kind shall be kept in the residence at any time, without the prior written consent of the COMMISSION'S appropriate section leader. Arrangements for keeping livestock and poultry on the site must have prior written approval of the COMMISSION'S Section Leader.
6. **UTILITIES** The COMMISSION shall supply water to the residence, unless water is available from city, public or community water system. All utilities (including water if not supplied by the COMMISSION), including deposits, are the responsibility of the EMPLOYEE.
7. **REPAIRS AND MAINTENANCE** The residence shall initially be inspected by the EMPLOYEE and the COMMISSION'S authorized representative, and signature of this Agreement shall be deemed an acknowledgment by the EMPLOYEE that the residence and COMMISSION-owned appliances are in good condition and in a good state of repair (See Attachment 1, Appliance Check-off Sheet). The EMPLOYEE shall, during the term of his occupancy, keep the said residence, and the assigned site upon which it is located, in a good, clean and sanitary condition and shall be responsible for yard maintenance including, but not limited to, grass mowing and hedge trimming. The site assigned to each residence shall be designated by the COMMISSION'S Section Leader and must conform to the landscape of the remainder of the area. The EMPLOYEE agrees to make no change in the construction of the residence or its wiring or plumbing or to change or alter the construction in any way, or to build any other fixed structures, without first obtaining written permission from the COMMISSION'S Section Leader. The expense of consumable items, minor maintenance, and repairs due to negligence or damage by the EMPLOYEE or member of his or her family shall be made at the EMPLOYEE'S expense.

It is expressly understood that the EMPLOYEE shall be responsible for the costs of repairing any damage to appliances, toilets, drains, or other plumbing fixtures caused by misuse. The COMMISSION is responsible for maintenance of the roof and exterior walls of the residence and normal replacement or repairs of COMMISSION-owned appliances. The EMPLOYEE may be requested and shall perform, to the extent of his capability, routine maintenance work and repairs on the residence.

The residence/site is to be maintained on the EMPLOYEE'S off-duty time. The EMPLOYEE shall notify the COMMISSION'S Section Leader as soon as possible after the discovery of any item which needs to be repaired.

Page 2 of 4

Subject to written approval from the COMMISSION'S Section Leader, use of state-owned equipment may be used to maintain or repair the residence during the employee's off-duty time.

8. **INSPECTION** The COMMISSION'S authorized representative shall have authority to enter said dwelling with proper notice (24 hours) for the purpose of inspection as considered necessary to ensure performance of maintenance standards.

9. **LIABILITY** The COMMISSION shall not be liable for any claims or actions based upon damage to persons or property associated in any way with occupancy of the residence/site in this Agreement and EMPLOYEE shall hold the COMMISSION harmless from all actions stemming in any way from this Agreement. In the event the residence shall be partially or wholly destroyed by fire, wind, flood, or other casualty the COMMISSION shall be under no obligation to repair or restore residence or any part thereof.

10. **PAYROLL AUTHORIZATION FOR RENT**

Payroll Authorization for Rental of  
State-Owned Housing or Trailer Space

Nathan Bunting  
Employee's Name

Division of Habitat and Species Conservation

67280  
Last 5 Digits of Employee's SSN

The EMPLOYEE hereby authorizes the Florida Fish and Wildlife Conservation Commission to deduct from his or her salary, the sum of \$18.39 on a bi-weekly basis for the occupancy of the facility. The EMPLOYEE understands this payroll deduction shall cease upon authorized vacancy of the premises.

11 **USE OF PREMISE** The EMPLOYEE shall not use the residence/site for any purpose other than a single-family residence under this Agreement. The EMPLOYEE shall comply with all applicable laws, rules, regulations and ordinances pertaining in any way to the EMPLOYEE'S occupancy of the residence/site. The type of facility the EMPLOYEE shall be occupying is checked below:

- House with Utilities Included
- House with Separate Utilities Charge
- Trailer with Utilities Included
- Trailer with Separate Utilities Included
- Trailer Space with Utilities Included
- Trailer Space with Separate Utilities Included

IN WITNESS WHEREOF, the parties have executed this Housing Agreement on the date and year last below written.

**STATE OF FLORIDA  
FISH AND WILDLIFE  
CONSERVATION COMMISSION**

  
\_\_\_\_\_  
Witness Signature

Webster D. Termyr  
Print Name

  
\_\_\_\_\_  
Witness Signature

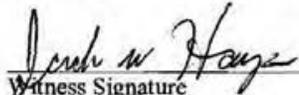
Magda Soliman  
Print Name

  
\_\_\_\_\_  
Employee Signature

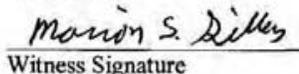
Mike Brooks, Section Leader  
Division of Habitat & Species Conservation

Date: 6-10-10

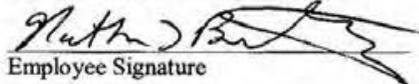
**COMMISSION EMPLOYEE**

  
\_\_\_\_\_  
Witness Signature

Jack W. Hays  
Print Name

  
\_\_\_\_\_  
Witness Signature

Marion S. Gilley  
Print Name

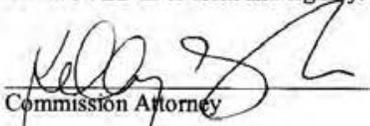
  
\_\_\_\_\_  
Employee Signature

Nathan Bunting  
Print Name

Bio Sci III  
Print Title

Date: 7 Jun 2010

APPROVED as to form and legality.

  
\_\_\_\_\_  
Commission Attorney

**Attachment 1**  
**FWC**  
**HOUSING AGREEMENT**  
**APPLIANCE CHECKOFF SHEET**

Appliance Description	Commission Owned	Personal	No. Installed
Refrigerator	X		1
Stove / Oven	X/X		1/1
Microwave		X	1
Dishwasher			0
Trash Compactor			0
Garbage Disposal			0
Central A/C Unit	X		1
Window A/C unit(s)			0
Ceiling Fan(s)	X		5
Washing Machine		X	1
Dryer		X	1
Water Heater	X		1
Blinds	X		All

Instructions: Mark a "X" in Appropriate Column (Commission Owned or Personal)  
 Indicate Number Installed In the House  
 Add Anything Not Listed

WMA/WEA Apalachee WMA

FWC EMPLOYEE LESSEE NAME Nate Bunting

FWC SUPERVISOR PERFORMING SURVEY Phil Manor

DATE SURVEY PERFORMED 4/26/2010

## 13.5 Soil Series Descriptions

## Map Unit Description

Jackson County, Florida

[Minor map unit components are excluded from this report]

Map unit: 1 - Alapaha loamy sand

Component: Alapaha, hydric (65%)

*The Alapaha, hydric component makes up 65 percent of the map unit. Slopes are 0 to 2 percent. This component is on drainageways on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is occasionally flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during January, February, March, April, May, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 5w. This soil meets hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Component: Alapaha, non-hydric (15%)

*The Alapaha, non-hydric component makes up 15 percent of the map unit. Slopes are 0 to 2 percent. This component is on drainageways on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is occasionally flooded. It is not ponded. A seasonal zone of water saturation is at 18 inches during January, February, March, April, May, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 5w. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 2 - Albany sand, 0 to 5 percent slopes

Component: Albany (85%)

*The Albany component makes up 85 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is very low. Shrink-swell potential is low. This soil is rarely flooded. It is not ponded. A seasonal zone of water saturation is at 21 inches during January, February, March, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 3 - Apalachee clay

Component: Apalachee (85%)

*The Apalachee component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flood plains on marine terraces on coastal plains. The parent material consists of clayey alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is high. This soil is frequently flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during January, February, March, April, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 5w. This soil meets hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 4 - Bethera silt loam

Component: Bethera (85%)

*The Bethera component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flood-plain steps on marine terraces on coastal plains, flats on marine terraces on coastal plains. The parent material consists of loamy and clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is frequently flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during January, February, March, April, December. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 6w. This soil meets hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

## Map Unit Description

Jackson County, Florida

Map unit: 5 - Bibb soils

Component: Bibb (80%)

*The Bibb component makes up 80 percent of the map unit. Slopes are 0 to 2 percent. This component is on flood plains on marine terraces on coastal plains. The parent material consists of loamy and sandy alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is frequently flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during January, February, March, April, December. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 5w. This soil meets hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 6 - Blanton coarse sand, 0 to 5 percent slopes

Component: Blanton (85%)

*The Blanton component makes up 85 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 60 inches during January, February, March, December. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3s. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 7 - Blanton coarse sand, 5 to 8 percent slopes

Component: Blanton (85%)

*The Blanton component makes up 85 percent of the map unit. Slopes are 5 to 8 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 60 inches during January, February, March, December. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 4s. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 8 - Bonifay sand, 0 to 5 percent slopes

Component: Bonifay (85%)

*The Bonifay component makes up 85 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 54 inches during January, February. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3s. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 9 - Bonifay sand, 5 to 8 percent slopes

Component: Bonifay (80%)

*The Bonifay component makes up 80 percent of the map unit. Slopes are 5 to 8 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 54 inches during January, February. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 4s. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

## Map Unit Description

Jackson County, Florida

Map unit: 10 - Chipola loamy sand, 0 to 5 percent slopes

Component: Chipola (80%)

*The Chipola component makes up 80 percent of the map unit. Slopes are 0 to 5 percent. This component is on stream terraces on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 2s. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 11 - Chipola loamy sand, 5 to 8 percent slopes

Component: Chipola (80%)

*The Chipola component makes up 80 percent of the map unit. Slopes are 5 to 8 percent. This component is on stream terraces on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3s. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 12 - Clarendon fine sandy loam

Component: Clarendon (80%)

*The Clarendon component makes up 80 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 24 inches during January, February, March, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2v. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 14 - Compass loamy sand, 2 to 5 percent slopes

Component: Compass (80%)

*The Compass component makes up 80 percent of the map unit. Slopes are 2 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of loamy and clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 36 inches during January, February, March, April, May. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 17 - Dothan loamy sand, 2 to 5 percent slopes

Component: Dothan (80%)

*The Dothan component makes up 80 percent of the map unit. Slopes are 2 to 5 percent. This component is on interfluvies on coastal plains. The parent material consists of marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 34 inches during January, February, March. Organic matter content in the surface horizon is about 0 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface.*

## Map Unit Description

Jackson County, Florida

Map unit: 18 - Dothan loamy sand, 5 to 8 percent slopes

Component: Dothan (85%)

*The Dothan component makes up 85 percent of the map unit. Slopes are 5 to 8 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of loamy and clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 45 inches during January, February, March, April. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 20 - Duplin fine sandy loam, 0 to 2 percent slopes

Component: Duplin (85%)

*The Duplin component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on stream terraces on marine terraces on coastal plains. The parent material consists of clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 36 inches during January, February, March, April, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2w. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 21 - Duplin fine sandy loam, 2 to 5 percent slopes

Component: Duplin (85%)

*The Duplin component makes up 85 percent of the map unit. Slopes are 2 to 5 percent. This component is on stream terraces on marine terraces on coastal plains. The parent material consists of clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 36 inches during January, February, March, April, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 22 - Esto loamy sand, 2 to 5 percent slopes

Component: Esto (80%)

*The Esto component makes up 80 percent of the map unit. Slopes are 2 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 24 - Faceville loamy fine sand, 2 to 5 percent slopes

Component: Faceville (80%)

*The Faceville component makes up 80 percent of the map unit. Slopes are 2 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

## Map Unit Description

Jackson County, Florida

Map unit: 25 - Faceville loamy fine sand, 5 to 8 percent slopes

Component: Faceville (80%)

*The Faceville component makes up 80 percent of the map unit. Slopes are 5 to 8 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 28 - Foxworth sand, 0 to 5 percent slopes

Component: Foxworth (85%)

*The Foxworth component makes up 85 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of eolian or sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 54 inches during January, February, March, April, December. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3s. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 30 - Fuquay coarse sand, 0 to 5 percent slopes

Component: Fuquay (85%)

*The Fuquay component makes up 85 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 39 inches during January, February, March. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 2s. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 31 - Fuquay coarse sand, 5 to 8 percent slopes

Component: Fuquay (85%)

*The Fuquay component makes up 85 percent of the map unit. Slopes are 5 to 8 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 39 inches during January, February, March. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3s. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 32 - Grady fine sand loam

Component: Grady (75%)

*The Grady component makes up 75 percent of the map unit. Slopes are 0 to 2 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 5w. This soil meets hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

## Map Unit Description

Jackson County, Florida

Map unit: 35 - Hornsville fine sandy loam, 0 to 2 percent slopes

Component: Hornsville (85%)

*The Hornsville component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of loamy and clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 36 inches during January, February, March, April, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 2w. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 36 - Hornsville fine sandy loam, 2 to 5 percent slopes

Component: Hornsville (85%)

*The Hornsville component makes up 85 percent of the map unit. Slopes are 2 to 5 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of loamy and clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 36 inches during January, February, March, April, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 46 - Orangeburg loamy sand, 2 to 5 percent slopes

Component: Orangeburg (85%)

*The Orangeburg component makes up 85 percent of the map unit. Slopes are 2 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of loamy and clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 47 - Orangeburg loamy sand, 5 to 8 percent slopes

Component: Orangeburg (85%)

*The Orangeburg component makes up 85 percent of the map unit. Slopes are 5 to 8 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of loamy and clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 50 - Pits

Component: Pits (100%)

*Generated brief soil descriptions are created for major soil components. The Pits is a miscellaneous area.*

## Map Unit Description

Jackson County, Florida

Map unit: 51 - Plummer sand

Component: Plummer, hydric (50%)

*The Plummer, hydric component makes up 50 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is occasionally flooded. It is not ponded. A seasonal zone of water saturation is at 3 inches during January, February, March, April, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Component: Plummer, non-hydric (30%)

*The Plummer, non-hydric component makes up 30 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 9 inches during January, February, March, April, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 52 - Plummer sand, depressional

Component: Plummer, depressional (80%)

*The Plummer, depressional component makes up 80 percent of the map unit. Slopes are 0 to 2 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, July, August, September, October, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 53 - Red Bay fine sandy loam, 0 to 2 percent slopes

Component: Red Bay (85%)

*The Red Bay component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on rises, marine terraces on coastal plains. The parent material consists of loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 1. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 54 - Red Bay fine sandy loam, 2 to 5 percent slopes

Component: Red Bay (85%)

*The Red Bay component makes up 85 percent of the map unit. Slopes are 2 to 5 percent. This component is on ridges, marine terraces on coastal plains. The parent material consists of loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

## Map Unit Description

Jackson County, Florida

Map unit: 58 - Tifton loamy sand, 5 to 8 percent slopes

Component: Tifton (85%)

*The Tifton component makes up 85 percent of the map unit. Slopes are 5 to 8 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 51 inches during January, February. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 59 - Troup sand, 0 to 5 percent slopes

Component: Troup (85%)

*The Troup component makes up 85 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.*

Map unit: 60 - Troup sand, 5 to 8 percent slopes

Component: Troup (85%)

*The Troup component makes up 85 percent of the map unit. Slopes are 5 to 8 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 4s. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Map unit: 63 - Wicksburg-Esto complex, 2 to 5 percent slopes

Component: Wicksburg (45%)

*The Wicksburg component makes up 45 percent of the map unit. Slopes are 2 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy, loamy, and clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 2s. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

Component: Esto (35%)

*The Esto component makes up 35 percent of the map unit. Slopes are 2 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of clayey marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria. The soil has a slightly sodic horizon within 30 inches of the soil surface.*

## Map Unit Description

Jackson County, Florida

Map unit: 99 - Water

Component: Water (100%)

*Generated brief soil descriptions are created for major soil components. The Water is a miscellaneous area.*

## Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

## 13.6 FNAI Element Occurrence Data Usage Letter



1018 Thomasville Road  
Suite 200-C  
Tallahassee, FL 32303  
850-224-8207  
fax 850-661-9364  
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*

### **13.7 DHR Master Site File Historical and Cultural Resources Table and ACOE Cultural Resource Management Letter**

# Cultural Resources

## Florida Sites

SITE NAME	SITEID	SITETYPE1	SITETYPE2	SITETYPE3	SITETYPE4	SITETYPE5	SITETYPE6	HUMANREMN	Total Area (acres)	Percent of Area
ANTHONY	JA00030	Inundated land site	Historic refuse / Dump	Artifact scatter-low density (< 2 per sq meter)	Ceramic scatter				10.44	0.13 %
APALACHEE BOAT LANDING	JA00219	Historic refuse / Dump	Prehistoric lithics only, but not quarry						1.85	0.02 %
APALACHEE WILD LIFE MANAGEMENT 1	JA00295	Prehistoric lithics only, but not quarry							0.88	0.01 %
APALACHEE WILD LIFE MANAGEMENT AREA 2	JA00303	Destroyed	Prehistoric lithics only, but not quarry						0.67	0.01 %
ARNOLD 1	JA00017	Prehistoric lithics only, but not quarry							3.73	0.05 %
ARNOLD 2	JA00018	Inundated land site	Prehistoric lithics only, but not quarry						41.37	0.52 %
ARNOLD 3	JA00023	Inundated land site	Prehistoric lithics only, but not quarry						24.59	0.31 %
ARNOLD 4	JA00026	Artifact scatter-low density (< 2 per sq meter)							1.28	0.02 %
ARNOLD 5	JA00027	Ceramic scatter	Prehistoric lithics only, but not quarry						20.40	0.26 %
ARNOLD SOYBEAN FIELD	JA00204	Ceramic scatter	Prehistoric lithics only, but not quarry						2.22	0.03 %
BELLAMY SITE	JA00034	Inundated land site	Ceramic scatter	Prehistoric lithics only, but not quarry					17.65	0.22 %
BLUE WORM	JA00221	Prehistoric shell midden	Ceramic scatter	Prehistoric lithics only, but not quarry					2.11	0.03 %

BOMB	JA00299	Prehistoric midden(s)	Ceramic scatter		1.61	0.02 %
BOTTLE HILL	JA00256	Prehistoric lithics only, but not quarry			1.69	0.02 %
BOX TURTLE	JA00297	Prehistoric lithics only, but not quarry			1.28	0.02 %
BUENA VISTA LANDING	JA00042	Ceramic scatter	Prehistoric lithics only, but not quarry		0.75	0.01 %
BUTLER VILLAGE	JA00019	Inundated land site	Ceramic scatter	Prehistoric lithics only, but not quarry	1.82	0.02 %
CANAL	JA00246	Prehistoric lithics only, but not quarry			0.57	0.01 %
CARDINAL	JA00307	House	Historic refuse / Dump	Artifact scatter-low density (< 2 per sq meter)	1.51	0.02 %
CEDAR POND DRAIN	JA00226	Prehistoric lithics only, but not quarry			2.11	0.03 %
CICIDA	JA00239	Prehistoric lithics only, but not quarry			0.61	0.01 %
CLOSE TO THE EDGE	JA00241	Historic refuse / Dump	Prehistoric lithics only, but not quarry		1.29	0.02 %
DOE	JA00255	Prehistoric lithics only, but not quarry			0.57	0.01 %
DOVE FIELD	JA00277	Lithic scatter/quarry (prehistoric: no ceramics)			0.87	0.01 %
ECHO	JA00263	Historic refuse / Dump	Ceramic scatter		0.43	0.01 %
FALLING LEAVES	JA00294	Ceramic scatter	Prehistoric lithics only, but not quarry		3.45	0.04 %
FILED SIDE	JA00242	Prehistoric lithics only, but not quarry			0.64	0.01 %

FLATWOODS	JA00205	Historic refuse / Dump	Ceramic scatter	Prehistoric lithics only, but not quarry	1.27	0.02 %
FLATWOODS 2	JA00222	Prehistoric lithics only, but not quarry			4.14	0.05 %
GOLDEN FLAKE	JA00234	Prehistoric lithics only, but not quarry			1.28	0.02 %
GREENFIELD	JA00248	Prehistoric lithics only, but not quarry			2.35	0.03 %
HAIRFACE	JA00264	Prehistoric shell midden	Ceramic scatter		0.87	0.01 %
HIGH WATER MARK 1929	JA00015	Prehistoric lithics only, but not quarry			3.73	0.05 %
HOUND DOG	JA00308	Historic refuse / Dump	Artifact scatter- low density (< 2 per sq meter)		3.82	0.05 %
HOWELL	JA00014	Habitation (prehistoric)	Ceramic scatter	Prehistoric lithics only, but not quarry	2.39	0.03 %
HUDSON	JA00037	Ceramic scatter	Prehistoric lithics only, but not quarry		12.17	0.15 %
HURRICANE FRED	JA00291	Prehistoric lithics only, but not quarry			1.57	0.02 %
LILY POND	JA00258	Prehistoric lithics only, but not quarry			14.54	0.18 %
LITTLE ZION	JA00237	Prehistoric lithics only, but not quarry			0.54	0.01 %
LONE OAK	JA00302	Destroyed	Ceramic scatter		0.51	0.01 %
MOSQUITO RIDGE	JA00228	Prehistoric lithics only, but not quarry			0.86	0.01 %
MOSSY BANK	JA00287	Prehistoric midden(s)	Ceramic scatter	Prehistoric lithics only, but not quarry	1.39	0.02 %

MUD HOLE	JA00250	Prehistoric lithics only, but not quarry		1.03	0.01 %
NIGHT	JA00296	Historic refuse / Dump	Ceramic scatter	3.55	0.04 %
OVERHANG	JA00288	Ceramic scatter		1.18	0.01 %
PALM	JA00290	Prehistoric lithics only, but not quarry		1.87	0.02 %
PATRICK 1	JA00046	Ceramic scatter		7.87	0.1 %
PATRICK 2	JA00047	Ceramic scatter		13.49	0.17 %
PEERBY	JA00035	Inundated land site	Ceramic scatter	7.10	0.09 %
PENNEY	JA00036	Inundated land site	Ceramic scatter	11.89	0.15 %
PERRY	JA00224	Building remains	Historic refuse / Dump	1.66	0.02 %
PIG PEN SOUTH	JA00306	Artifact scatter-low density (< 2 per sq meter)		1.35	0.02 %
PINK POINT	JA00257	Prehistoric lithics only, but not quarry		1.60	0.02 %
PITLAKE	JA00292	Ceramic scatter	Prehistoric lithics only, but not quarry	4.63	0.06 %
RAINBOW	JA00251	Prehistoric lithics only, but not quarry		0.77	0.01 %
RAINY ROAD	JA00252	Ceramic scatter	Prehistoric lithics only, but not quarry	1.39	0.02 %
RED	JA00247	Prehistoric lithics only, but not quarry		0.36	0 %
RED LAKE CREEK	JA00293	Single artifact or isolated find		1.18	0.01 %
ROCK PILE	JA00271	Prehistoric lithics only, but not quarry		0.55	0.01 %

RUSS POND	JA00300	Ceramic scatter	Prehistoric lithics only, but not quarry	1.23	0.02 %
SAND LAKE 1	JA00235	Artifact scatter-low density (< 2 per sq meter)		0.84	0.01 %
SAND LAKE 2	JA00238	Prehistoric lithics only, but not quarry		0.68	0.01 %
SLING TAIL	JA00266	Ceramic scatter	Prehistoric lithics only, but not quarry	0.59	0.01 %
SQUARE OAK	JA00227	Ceramic scatter		0.88	0.01 %
SUNDAY	JA00269	Historic refuse / Dump	Prehistoric lithics only, but not quarry	0.21	0 %
SUN-RAIN	JA00254	Prehistoric lithics only, but not quarry		0.83	0.01 %
SUSAN B ANTHONY	JA00259	Prehistoric lithics only, but not quarry		0.64	0.01 %
TALL PINES	JA00240	Prehistoric lithics only, but not quarry		0.83	0.01 %
THREE RIVERS CAMP	JA00220	Ceramic scatter	Prehistoric lithics only, but not quarry	1.58	0.02 %
THUNDERCLOUD	JA00236	Prehistoric lithics only, but not quarry		0.74	0.01 %
TIMBERLAKE FARM	JA00040	Ceramic scatter		1.88	0.02 %
TOMMY JACKSON	JA00243	Ceramic scatter		14.13	0.18 %
TRIANGLE	JA00244	Ceramic scatter		6.35	0.08 %
TUBE	JA00286	Ceramic scatter	Prehistoric lithics only, but not quarry	6.01	0.08 %
TWILIGHT	JA00301	Ceramic scatter		1.01	0.01 %
VOLUNTEER	JA00280	Prehistoric lithics only, but not quarry		1.51	0.02 %

WALNUT RIDGE	JA00041	Ceramic scatter		4.26	0.05 %
WALNUT TREE	JA00305	House	Historic refuse / Dump	Artifact scatter-low density (< 2 per sq meter)	0.33 0 %
WENDELL SPENCE	JA00031	Artifact scatter- low density (< 2 per sq meter)	Ceramic scatter	2.92	0.04 %
WEST RIDGE	JA00016	Historic refuse / Dump	Artifact scatter- low density (< 2 per sq meter)	5.81	0.07 %
WET BOOT	JA00265	Historic refuse / Dump	Ceramic scatter	2.06	0.03 %
YELLOW BROWN FORD	JA00279	Ceramic scatter	Prehistoric lithics only, but not quarry	3.06	0.04 %
YUCCA	JA00289	Ceramic scatter	Prehistoric lithics only, but not quarry	1.50	0.02 %
ZION CHURCH SLOUGH	JA00245	Prehistoric lithics only, but not quarry		0.92	0.01 %
TOTAL:				320.12	4.02 %
<b>Florida Structures</b>					
No Records Found					
<b>Historical Cemeteries</b>					
No Records Found					
<b>Historic Bridges</b>					
No Records Found					
<b>National Register of Historic Places</b>					

No Records Found		
<b>Resource Groups</b>		
No Records Found		
<b>Field Survey</b>		
<b>TITLE</b>	<b>Total Area (acres)</b>	<b>Percent of Area</b>
Archaeological Survey at Lake Seminole	7,754.96	97.35 %
Historic Properties Survey of Jackson County, Florida	7,966.45	100 %
Archaeological Investigations of the 1994 Record Flood Impacts in the Apalachicola Valley, Northwest Florida	2,398.88	30.11 %
<b>TOTAL:</b>	<b>18,120.29</b>	<b>227.46 %</b>



**DEPARTMENT OF THE ARMY**  
MOBILE DISTRICT, CORPS OF ENGINEERS  
APALACHICOLA-CHATTAHOOCHEE-FLINT PROJECT  
LAKE SEMINOLE NATURAL RESOURCES SITE OFFICE  
P. O. BOX 96, CHATTAHOOCHEE, FLORIDA 32324-0096  
Office: 229-662-2001 Fax: 229-662-2903

June 9, 2015

REPLY TO  
ATTENTION OF:

CESAM-OP-AC-WS

Mr. Nathan Bunting  
Florida Fish and Wildlife Conservation Commission  
Apalachee Wildlife Management Area  
7611 Butler Road  
Sneads, FL 32460

Dear Mr. Bunting:

This letter is in reference to your request for information pertaining to lease 405-80a DACW01-3-05-0028, Apalachee Wildlife Management Area, and more specifically, coordination with the US Army Corps of Engineers (ACOE) for management of Historic Resources on the leased area.

In regard to responsibilities of the lessee (Florida Fish and Wildlife Conservation Commission, or FWC), the lease states the following: "The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed."

In regard to responsibilities of the leaser (ACOE), referencing the Lake Seminole Historic Properties Management Plan (USACE Mobile District Inland Environmental Section, Planning and Environmental Division, 1999): "The Corps of Engineers is responsible for all aspects of protection of sites on fee owned lands. This not only includes protection from project efforts, but from vandalism and natural deterioration as well." Historic resource surveys have been completed by the Mobile District Inland Environmental Section for the entire Lake Seminole project and significant sites have been identified for periodic monitoring by Corps personnel. During these periodic site visits, sites are inspected for vandalism, erosion or any other type of disturbance. When certain management actions are to be accomplished within 300 feet of any of these sites, District Historic Resource personnel are consulted. All actions regarding historic

resources are guided by the following regulations: ER 1130-2-540, Chapter 6 – Cultural Resources Stewardship; EP 1130-2-540, Chapter 6 – Cultural Resources Management; as well as the Lake Seminole, Apalachicola, Chattahoochee, Flint Rivers Historic Properties Management Plan.

For further information, please contact Ranger Kelly Bunting at (229) 662-2001.

Sincerely,



Donald M. Morgan  
Natural Resource Manager