

ATL1

31.2 Acres

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT

TRUST FUND

---

AMENDMENT NUMBER 16 TO LEASE NUMBER 4095

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

THIS LEASE AMENDMENT is entered into this 27<sup>th</sup> day of July, 2004, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, successor in interest to the FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter referred to as "LESSEE";

W I T N E S S E T H

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

WHEREAS, on April 26, 1996, LESSOR and LESSEE entered into Lease Number 4095; and

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

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

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4095 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 4095 except as amended, shall remain unchanged and in full force and effect

and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

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

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

Judy Woodward  
Witness  
Judy Woodward  
Print/Type Witness Name  
Lisa Sparkman  
Witness  
Lisa Sparkman  
Print/Type Witness Name

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

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2004, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Sylvia S. Roberts  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:



Sylvia S. Roberts  
MY COMMISSION # 00055841 EXPIRES  
July 25, 2005  
BONDED THROUGH F&W INSURANCE, INC.

Commission Expires:

Approved As to Form and Legality

By: Sam H. Hise  
DEP Attorney

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

PA Doerr  
Witness

PA Doerr  
Print/Type Witness Name

Ashley C. Scott  
Witness

Ashley Scott  
Print/Type Witness Name

By: Timothy A. Breaux (SEAL)

Timothy A. Breaux  
Print/Type Name

Director, H&C  
Title:

"LESSEE"

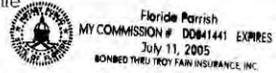
STATE OF FLORIDA  
COUNTY OF LEON

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
[Signature] 7/12/04  
Commissioner/Attorney

The foregoing instrument was acknowledged before me this  
19<sup>th</sup> day of July, 2004, by Timothy A. Breaux  
as Director, H&C, of the Florida Fish and Wildlife  
Conservation Commission. He/she is personally known to me.

Florida Parrish  
Notary Public, State of Florida  
Florida Parrish  
Print/Type Notary Name

Commission Number:



Commission Expires:

ATL1

5.2 acres

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

AMENDMENT NUMBER 17 TO LEASE NUMBER 4095

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

THIS LEASE AMENDMENT is entered into this 22<sup>nd</sup> day of  
February, 2005, by and between the BOARD OF TRUSTEES OF  
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA,  
hereinafter referred to as "LESSOR" and the FLORIDA FISH AND  
WILDLIFE CONSERVATION COMMISSION, successor in interest to the  
FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter  
referred to as "LESSEE";

W I T N E S S E T H

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

WHEREAS, on April 26, 1996, LESSOR and LESSEE entered into  
Lease Number 4095; and

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

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

1. The legal description of the leased premises set forth in  
Exhibit "A" of Lease Number 4095 is hereby amended to include the  
real property described in Exhibit "A," attached hereto, and by  
reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in  
each and every respect the terms of the Lease Number 4095 except  
as amended shall remain unchanged and in full force and effect  
and the same are hereby ratified, approved and confirmed by  
LESSOR and LESSEE.

IN WITNESS WHERE OF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

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

James N. Farr  
Witness  
Print/Type Witness Name

By: Eva Armstrong (SEAL)  
EVA ARMSTRONG, DIRECTOR  
DIVISION OF STATE LANDS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION, as agent for and on behalf of the Board of Trustees of the Internal Improvement Fund of the State of Florida.

Wanda W. Pierce  
Witness  
Print/Type Witness Name

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22nd day of February, 2005, by Eva Armstrong, as Director of Division of State Lands, Department of Environmental Protection, acting as an agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Quinn H. Seibert  
Notary Public, State of Florida  
Commission #0039764  
Expires September 18, 2008

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Mark Hill  
DEP Attorney

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION, successor  
in interest to the FLORIDA GAME AND  
FRESH WATER FISH COMMISSION

Michael M. Allen  
Witness

MICHAEL J. ALLEN  
Print/Type Witness Name

[Signature]  
Witness

Richard C. Mospins  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

By: Timothy A. Breault (SEAL)

Timothy A. Breault  
Print/Type Name

Title: Director, HFSC

"LESSEE"

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
[Signature] 12/14/04  
Commission Attorney

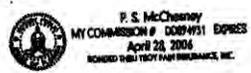
The foregoing instrument was acknowledged before me this  
3rd day of January, 2005 by Timothy A. Breault  
as Director, HFSC, of the FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION, successor in interest to the FLORIDA  
GAME AND FRESH WATER FISH COMMISSION. He/she is personally known  
to me.

[Signature]  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



This Instrument Prepared By and  
Please Return To:  
Elaine Vergara  
American Government Services Corporation  
3812 W. Linebaugh Avenue  
Tampa, Florida 33624  
AGS # 14105

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

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2004, between Daniel C. McGowan, individually and as Trustee under agreement dated November 23, 1993 and Ernest S. Grieco, whose address is 5965 Bay Point Road, Bokerlin, FL 33922(DOM) and 833 Chalmers Drive, Venice, FL 34293(ESG), respectively, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

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

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

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

Property Appraiser's Parcel Identification Number: 22-43-23-00-00004.0050 ✓

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

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

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

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

(This space left intentionally blank)

Exhibit "A"  
Page 4 of 7 Pages  
Amendment No. 17 to Lease No. 4095

Approved for Closing  
By: [Signature]  
DEP Attorney  
Date: 6-30-04

Signed, sealed and delivered in the presence of:

(Signature of First Witness)

Eileen M. Grover  
(Printed, Typed or Stamped Name of First Witness)

(Signature of Second Witness)

Deborah J. Scheid  
(Printed, Typed or Stamped Name of Second Witness)

Daniel H. McCowan  
Daniel C. McCowan, Individually and as Trustee under agreement dated November 23, 1993

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 18th day of June 2004, by Daniel C. McCowan, Individually and as Trustee under agreement dated November 23, 1993. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license.
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: \_\_\_\_\_

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

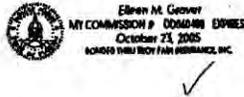


Exhibit "A"  
Page 5 of 7 Pages  
Amendment No. 17 to Lease No. 4095

[Signature]  
(Signature of First Witness)

[Signature]  
Ernest S. Grieco

Diane Maguire  
(Printed, Typed or Stamped Name of First Witness)

[Signature]  
(Signature of Second Witness)

TATIANA BUDNY  
(Printed, Typed or Stamped Name of Second Witness)

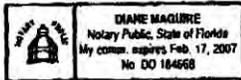
STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 29 day of June 2004, by Ernest S. Grieco. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license.
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

[Signature]  
Notary Public  
Diane Maguire  
(Printed, Typed or Stamped Name of Notary Public)



Commission No.: \_\_\_\_\_  
My Commission Expires: 2-17-07

Exhibit "A"  
Page 6 of 7 Pages  
Amendment No. 17 to Lease No. 4095

EXHIBIT "A"

The East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the  
Northeast 1/4 of Section 22, Township 43 South, Range 23 East, Lee  
County, Florida.

Charlotte Harbor Flamingo  
Daniel G. McGowan, Trustee and Ernest S. Glaze  
G.I.D. No. 114181

Exhibit "A"  
Page 7 of 7 Pages  
Amendment No. 17 to Lease No: 4095

Page 1 of 1  
10

BSM  
By PO Date 11.25.08

ATL1

40.3 acres

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

AMENDMENT NUMBER 18 TO LEASE NUMBER 4095

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

THIS LEASE AMENDMENT is entered into this 1<sup>st</sup> day of  
April, 2005, by and between the BOARD OF TRUSTEES OF  
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA,  
hereinafter referred to as "LESSOR" and the FLORIDA FISH AND  
WILDLIFE CONSERVATION COMMISSION, successor in interest to the  
FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter  
referred to as "LESSEE";

W I T N E S S E T H

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

WHEREAS, on April 26, 1996, LESSOR and LESSEE entered into  
Lease Number 4095; and

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

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

1. The legal description of the leased premises set forth in  
Exhibit "A" of Lease Number 4095 is hereby amended to include the  
real property described in Exhibit "A," attached hereto, and by  
reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in  
each and every respect the terms of the Lease Number 4095 except  
as amended shall remain unchanged and in full force and effect  
and the same are hereby ratified, approved and confirmed by  
LESSOR and LESSEE.

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

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

Judy Woodward  
Witness  
Judy Woodward  
Print/Type Witness Name  
Mark T. Martin  
Witness

Mark T. Martin  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

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

"LESSOR"

The foregoing instrument was acknowledged before me this  
15 day of April, 2005, by Gloria C. Nelson, as  
Operations and Management Consultant Manager, Bureau of Public  
Land Administration, Division of State Lands, Florida Department  
of Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida. She is personally known to me.

Theresa M. Brady  
Notary Public, State of Florida  
Print/Type Notary Name

Commission Number:  
Commission Expires:



Approved as to Form and Legality  
By: Mark T. Martin  
DEP Attorney

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION, successor  
in interest to the FLORIDA GAME AND  
FRESH WATER FISH COMMISSION

[Signature]  
Witness  
Richard C. Mossens  
Print/Type Witness Name  
[Signature]  
Witness  
Linda Ann McEwen  
Print/Type Witness Name

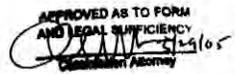
By: Edwin J. Mayer (SEAL)  
Edwin J. Mayer  
Print/Type Name  
Title: Dep. Dir.  
"LESSEE"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this  
31<sup>st</sup> day of March, 2005, by Edwin J. Mayer  
as \_\_\_\_\_, of the FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION, successor in interest to the FLORIDA  
GAME AND FRESH WATER FISH COMMISSION. (R) she is personally known  
to me.



Susan Wilkes  
Notary Public, State of Florida  
Susan Wilkes  
Print/Type Notary Name  
Commission Number: 00 167938  
Commission Expires: 2-6-07



This Instrument Prepared By and  
Please Return To:  
Elaine Vargara  
American Government Services Corporation  
3812 W. Linebaugh Avenue  
Tampa, Florida 33624  
AGS # 14348

# 16716

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

THIS INDENTURE, made this 5th day of November, A.D. 2004, between Irene A. Fodor *w/w* Irene A. Parker and Frances Jensen, as Personal Representative of the Estate of Raymond Jensen *w/w* Raymond Jensen, deceased, whose address is 304 Eighth Street, Nokomis, FL 34175(IAF) and 562 SE Essex Dr., Fort Saint Lucie, FL 34984(RJ), respectively, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is *c/o* Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

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

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

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

Property Appraiser's Parcel Identification Number: 04-43-23-00-00003.0000

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

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

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

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

(This space left intentionally blank)

Exhibit "A"  
Page 4 of 7 Pages  
Amendment No. 18 to Lease No. 4095

Signed, sealed and delivered in the presence of:

Dionne Ward  
(Signature of First Witness)

Irene A. Fodor  
Irene A. Fodor /k/a Irene A. Parker

Dionne Ward  
(Printed, Typed or Stamped Name of First Witness)

Pat Prout  
(Signature of Second Witness)

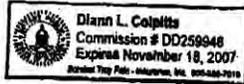
PAT Prout  
(Printed, Typed or Stamped Name of Second Witness)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of November 2004 2004, by Irene A. Fodor /k/a Irene A. Parker. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license. Michigan Drivers License
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)



Dian L. Colpitts  
Notary Public

Diana L. Colpitts  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD259948

My Commission Expires: 11-18-07

Exhibit "A"  
Page 5 of 7 Pages  
Amendment No. 18 to Lease No. 4095

[Signature]  
(Signature of First Witness)

Delia Jackson  
(Printed, Typed or Stamped Name of First Witness)

[Signature]  
(Signature of Second Witness)

Ashval Leleniowski  
(Printed, Typed or Stamped Name of Second Witness)

[Signature]  
Frances Jensen, as Personal Representative of the Estate of Raymond Jensen a/k/a Raymond Jensen, deceased

STATE OF Michigan  
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November, 2004, by Frances Jensen, as Personal Representative of the Estate of Raymond Jensen a/k/a Raymond Jensen, deceased. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license.
- produced J 525761 081729 as identification.

(NOTARY PUBLIC SEAL)

LEDRA EADES  
Notary Public, Wayne County, Michigan  
My Commission Expires: August 26, 2007

[Signature]  
Notary Public

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

Commission No.: \_\_\_\_\_

My Commission Expires: 8/29/07

Exhibit "A"  
Page 6 of 7 Pages  
Amendment No. 18 to Lease No. 4095

**Exhibit "A"**

The South ¼ of the Northeast ¼ of the Southeast ¼ and the  
North ¼ of the Southeast ¼ of the Southeast ¼ of Section 4,  
Township 43 South, Range 23 East, Lee County, Florida.

BSM  
By RB Date 9.2.03

Exhibit "A"  
Page 7 of 7 Pages  
Amendment No. 18 to Lease No. 4095

ATL1

2.51 acres

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

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AMENDMENT NUMBER 19 TO LEASE NUMBER 4095

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

THIS LEASE AMENDMENT is entered into this 15<sup>th</sup> day of June, 2006, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, successor in interest to the FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter referred to as "LESSEE";

W I T N E S S E T H

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

WHEREAS, on April 26, 1996, LESSOR and LESSEE entered into Lease Number 4095; and

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

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

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4095 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 4095 except as amended shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

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

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

Dave Fewell  
Witness

DAVE FEWELL  
Print/Type Witness Name

Rita  
Witness

Rita Robbins  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

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

"LESSOR"

I, the foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2006, by Gloria C. Nelson, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Michelle Brady  
Notary Public, State of Florida

Print/Type Notary Name  
Commission Number DD50713  
Commission Expires JAN. 16, 2010  
Michelle Brady  
NOTARY PUBLIC-STATE OF FLORIDA

Approved as to Form and Legality

By: [Signature]  
DEF Attorney

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION, successor  
in interest to the FLORIDA GAME AND  
FRESH WATER FISH COMMISSION

[Signature]  
Witness

Richard C. Mospens  
Print/Type Witness Name

[Signature]  
Witness

Diane Chason  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

By: Timothy A. Breault (SEAL)

Timothy A. Breault  
Print/Type Name

Title: Director, HSC

"LESSEE"  
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
[Signature]  
Commissioner/Attorney

18<sup>th</sup> The foregoing instrument was acknowledged before me this  
18<sup>th</sup> day of April, 2006, by Timothy A. Breault  
as Director, HSC, of the FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION, successor in interest to the FLORIDA  
GAME AND FRESH WATER FISH COMMISSION. He/she is personally known  
to me.

[Signature]  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:  P. S. McChesney  
MY COMMISSION # DD094951 EXPIRES  
April 28, 2006  
BONDING THROUGH FARM INSURANCE, INC.  
Commission Expires:

This Instrument Prepared By and Please Return To: Elaine Vergara American Government Services Corporation 3812 W. Linebaugh Avenue Tampa, Florida 33618 AGS # 5298

OR 4812 Pg 3585 Exhibit "A" Page 4 of 7 Pages Amendment No. 19 to Lease No. 4095

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

THIS INDENTURE, made this \_\_\_ day of \_\_\_, A.D. 2005, between Dela Elise Nourse, whose address is 55 Kendall Hill Road, Mont Vernon, NH 03057, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

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

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

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

Property Appraiser's Parcel Identification Number: 04-43-23-00-00003.0030

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

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

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

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

Signed, sealed and delivered in the presence of:

Eric Thome (Signature of First Witness)

Dela Elise Nourse (Signature of Grantor)

ERIC Thome (Printed, Typed or Stamped Name of First Witness)

Bonnie Lesniak (Signature of Second Witness)

Bonnie Lesniak (Printed, Typed or Stamped Name of Second Witness)

APPROVED FOR CLOSING

JUN 28 2005

WCR (Signature of Attorney)

By: William C. Robinson, Jr. (2005 Attorney)

STATE OF Mississippi  
COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 27 day of June, 2005, by  
Deia Elise Nourse. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license.
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

Notary Public



JOHN J. CIPRINO, Notary Public

(Printed, Typed or Stamped Name of Notary Public)  
My Commission Expires  
September 4, 2007

Commission No.:

My Commission Expires: JOHN J. CIPRINO, Notary Public  
My Commission Expires  
September 4, 2007

Exhibit "A"  
Page 5 of 7 Pages  
Amendment No. 19 to Lease No. 4095

**Exhibit "A"**

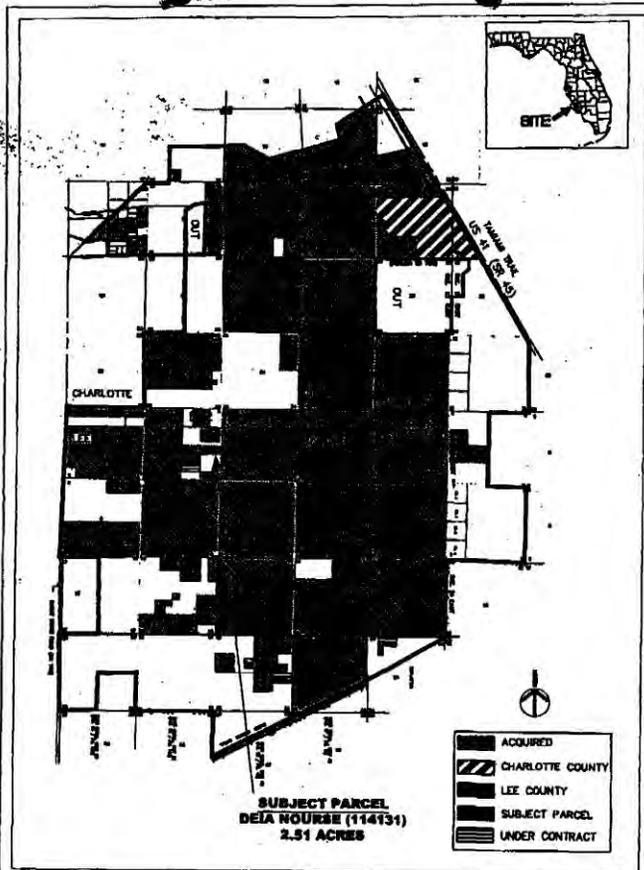
The South ½ of the South ½ of the Northeast ¼ of the Southeast ¼ in Section 4, Township 23 East, Lee County, Florida.

Charlotte Harbor Floodplain, Babcock Webb/Vucay Park WMA  
Gila Elio Nourse  
G.I.D. No. 114151

Exhibit "A"  
Page 6 of 7 Pages  
Amendment No. 19 to Lease No. 4095

Page 1 of 1

BSM  
By:      Date: 10/11/02



FISH & WILDLIFE CONSERVATION COMMISSION  
 ADDITIONS & INHOLDINGS  
 BABCOCK - WEBB WILDLIFE MANAGEMENT AREA  
 YUCCA PENS UNIT  
 (CHARLOTTE HARBOR FLATWOODS)  
 DELA NOURSE (114131)

Exhibit "A"  
 Page 7 of 7 Pages  
 Amendment No. 19 to Lease No. 4095

SECTION 4, TOWNSHIP 43 SOUTH, RANGE 23 EAST  
 LEE COUNTY, FLORIDA

ATL1

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

AMENDMENT NUMBER *TWENTY* TO LEASE NUMBER 4095  
FRED C. BABCOCK / CECIL M. WEBB WILDLIFE MANAGEMENT AREA

THIS LEASE AMENDMENT is entered into this 8<sup>th</sup> day of  
JUNE, 2007, by and between the BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as  
"LESSOR" and the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION,  
successor in interest to the FLORIDA GAME AND FRESH WATER FISH COMMISSION,  
referred to as "LESSEE";

W I T N E S S E T H

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

WHEREAS, on April 26, 1996, LESSOR and LESSEE entered into Lease  
Number 4095; and

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

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

1. The legal description of the leased premises set forth in Exhibit "A"  
of Lease Number 4095 is hereby amended to include the real property  
described in Exhibit "A," attached hereto, and by reference made a part  
hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and  
every respect the terms of the Lease Number 4095, except as amended, shall  
remain unchanged and in full force and effect and the same are hereby  
ratified, approved and confirmed by LESSOR and LESSEE.
3. It is understood and agreed by LESSOR and LESSEE that this Amendment  
Number *TWENTY* to Lease Number 4095 is hereby binding upon the parties  
hereto and their successors and assigns.

Rev.3/07

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

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

Dave Fewell  
Witness

DAVE FEWELL  
Print/Type Witness Name

Judy Woodward  
Witness

Judy Woodward  
Print/Type Witness Name

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

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of JUNE, 2007, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Sylvia S. Roberts  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: Samuel H. Hiri  
DEP Attorney

STATE OF FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

[Signature]  
Witness

Richard C Mospers  
Print/Type Witness Name

Magda Soliman  
Witness

Magda Soliman  
Print/Type Witness Name

By: [Signature] (SEAL)

Edwin J Mayer  
Print/Type Name

Title: Dsp Dir., H&C

"LESSEE"

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

[Signature]  
Commission Attorney

STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2007, by Edwin J Mayer as Dsp Dir. H&C, on behalf of State of Florida Fish and Wildlife Conservation Commission. He/she is personally known to me.

[Signature]  
Notary Public, State of Florida

Print/Type Notary Name

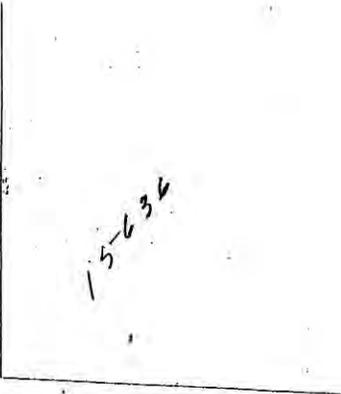
Commission Number: P S. McChesney  
Commission # DD524435  
Expires April 28, 2010  
Commission Expires: Florida Fish & Wildlife Conservation Commission, Inc. 900-305-7019

Joseph R. Boyd, Esquire  
Boyd, Lindsey & Sliger, P.A.  
1407 Piedmont Drive East  
Tallahassee, Florida 32312

EXHIBIT "A"

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

THIS INDENTURE, made this \_\_\_\_\_ day of January, A.D. 2002,  
between SANDRA R. BOURQUE AND MARJORIE S. HORNER as  
SUCCESSOR CO-TRUSTEES OF THAT CERTAIN LAND TRUST  
AGREEMENT DATED DECEMBER 18, 1978, whose address is 6730 St.  
Ives Court, Ft. Myers, Florida 33912 collectively referred to as grantor, and the  
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST  
FUND OF THE STATE OF FLORIDA, whose post office address is c/o  
Florida Department of Environmental Protection, Division of State Lands, 3900  
Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000,  
grantee,



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

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

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

Property Appraiser's Parcel Identification Number: 06-43-24-00-00001.0030

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

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

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

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

Signed, sealed and delivered in  
the presence of:

Patricia A. Condon

(Signature of First Witness)

PATRICIA A. CONDON  
(Printed, Typed or Stamped Name  
of First Witness)

Mary Walsh

(Signature of Second Witness)

MARY WALSH  
(Printed, Typed or Stamped Name  
of Second Witness)

Sandra R. Bourque  
Sandra R. Bourque  
as Successor Co-Trustee of that certain Land Trust  
Agreement dated December 18, 1978

Patricia A. Condon

(Signature of First Witness)

PATRICIA A. CONDON  
(Printed, Typed or Stamped Name  
of First Witness)

Koornie Kuenber

(Signature of Second Witness)

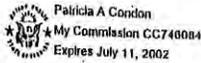
Koornie Kuenber  
(Printed, Typed or Stamped Name  
of Second Witness)

Marjorie S. Horner  
Marjorie S. Horner  
as Successor Co-Trustee of that certain Land Trust  
Agreement dated December 18, 1978

at RIWA  
KEE  
The foregoing instrument was acknowledged before me this 14 day of FEB January 2002, by Sandra R. Bourque, as Successor Co-Trustee of that certain Land Trust Agreement dated, December 18, 1978. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license.
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)



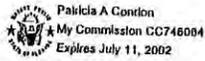
Patricia A. Condon  
Notary Public  
PATRICIA A. CONDON  
(Printed, Typed or Stamped Name of Notary Public)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF KEE

The foregoing instrument was acknowledged before me this 14 day of FEB January 2002, by Majorie S. Homer, as Successor Co-Trustee of that certain Land Trust Agreement dated, December 18, 1978. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license.
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)



Patricia A. Condon  
Notary Public  
PATRICIA A. CONDON  
(Printed, Typed or Stamped Name of Notary Public)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ATL1

47.05 Acres

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

AMENDMENT NUMBER TWENTY-ONE TO LEASE NUMBER 4095  
FRED C. BABCOCK / CECIL M. WEBB WILDLIFE MANAGEMENT AREA

THIS LEASE AMENDMENT is entered into this 20<sup>th</sup> day of APRIL  
2010, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and  
the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, successor in  
interest to the FLORIDA GAME AND FRESH WATER FISH COMMISSION, referred to  
as "LESSEE";

W I T N E S S E T H

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

WHEREAS, on April 26, 1996, LESSOR and LESSEE entered into Lease  
Number 4095; and

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

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

1. The legal description of the leased premises set forth in Exhibit "A"  
of Lease Number 4095 is hereby amended to include the real property  
described in Exhibit "A," attached hereto, and by reference made a part  
hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and  
every respect the terms of the Lease Number 4095, except as amended, shall  
remain unchanged and in full force and effect and the same are hereby  
ratified, approved and confirmed by LESSOR and LESSEE as of the date of  
this amendment.
3. It is understood and agreed by LESSOR and LESSEE that this Amendment  
Number TWENTY-ONE to Lease Number 4095 is hereby binding upon the parties  
hereto and their successors and assigns.

Rev. 3/07

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

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

Judy Woodard  
Witness  
Judy Woodard  
Print/Type Witness Name

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

Alicia Ruffin  
Witness

"LESSOR"

Alicia Ruffin  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of APRIL, 2010, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

David L. Fennell  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Sam L. [Signature]  
DEP Attorney



FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

[Signature]  
Witness

MATTHEW MARLOCK  
Print/Type Witness Name

[Signature]  
Witness

RICHARD C. MOSPENS  
Print/Type Witness Name

By: [Signature] (SEAL)

LAWSON E. SNYDER  
Print/Type Name

Title: Deputy Division Director  
Division of Habitat and Species Conservation's  
"LESSEE"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2009, by Lawson E. Snyder as Deputy Division Director, \* on behalf of the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION. He/she is personally known to me.

\* Division of Habitat and Species Conservation's

[Signature]  
Notary Public, State of Florida

Jo Ann M. Fain  
Print/Type Notary Name

Commission Number:

Commission Expires:

  
Jo Ann M. Fain  
Commission # DD515182  
Expires June 1, 2010  
Banded Tray Pen - Instrument No. 900-999-7018

This Instrument Prepared By and  
Please Return To:  
Wendl McAleese  
American Government Services Corporation  
3812 W. Linebaugh Avenue  
Tampa, Florida 33618  
AGS#: 22016

INSTR # 2009000067076, Pages 2  
Doc Type D, Recorded 03/16/2009 at 11:48 AM,  
Charlie Green, Lee County Clerk of Circuit Court  
Deed Doc. \$2086.00 Rec. Fee \$18.50  
Deputy Clerk JMILLER  
#1

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

2  
THIS INDENTURE, made this 26<sup>th</sup> day of February, A.D. 2009,  
between ALLCOAT INC., a Florida corporation, whose post office address is  
P.O. Box 282 Chiefland, Florida, 32644, grantor, and the BOARD OF  
TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF  
THE STATE OF FLORIDA, whose post office address is c/o Florida  
Department of Environmental Protection, Division of State Lands, 3900  
Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF  
Property Appraiser's Parcel Identification Number: 06-43-24-00-00001.0000

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

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

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

Signed, sealed and delivered in the presence of:

ALLCOAT INC., a Florida corporation

BY: Jim Howard Moody, Jr.  
Jim Howard Moody, Jr., as President

Carita J. Moody  
(Signature of First Witness)

Anita L. Moody  
Printed name of First Witness

Lora R. Moody  
(Signature of Second Witness)

LORA R. MOODY  
Printed name of Second Witness

(CORPORATE SEAL)



STATE OF Florida  
COUNTY OF Collier

Exhibit "A"  
Page 4 of 8 Pages  
Amendment Number 21 to Lease No. 4095

**Exhibit "A"**

Government Lot 4, also being the Northwest ¼ of the Northwest ¼ of Section 6,  
Township 43 South, Range 24 East, Lee County, Florida.

Babcock Webb WMA, Yucca Pens  
Charlotte Harbor Flatwoods  
Allseal  
Last Revised: 1.11.09

BSM  
By *RJB* Date *1.11.09*

Page 1 of 1

Exhibit "A"  
Page 5 of 8 Pages  
Amendment Number 21 to Lease No. 4095



This Instrument Prepared By and  
Please Return To:  
Emily Parry  
American Government Services Corporation  
3812 W. Linebaugh Avenue  
Tampa, Florida 33618  
AGS # 19508

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY  
OR BOOK 172, PGS 55-57 3 pg(s)  
INSTR # 1678565  
Doc Type D, Recorded 06/12/2007 at 04:29 PM  
Deed Doc: \$1701.00 Rec. Fee: \$27.00  
Cashiered By: NANCYLA Doc. #2

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

THIS INDENTURE, made this 24 day of May, A.D. 2007, between Adrienne E. Hohenberg, whose address is No. 2, Lauro Place, Sante Fe, NM 87058, grantor, and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

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

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

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

Property Appraiser's Parcel Identification Number: 0072681-000000-5

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

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

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

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

Signed, sealed and delivered in the presence of:  
Ronald S. Ross  
(Signature of First Witness)

Adrienne E. Hohenberg  
Adrienne E. Hohenberg

RONALD S. ROSS  
(Printed, Typed or Stamped Name of First Witness)

Marcel Legrande  
(Signature of Second Witness)

MARCEL LEGRENDE  
(Printed, Typed or Stamped Name of Second Witness)

3

Exhibit "A"  
Page 6 of 8 Pages  
Amendment Number 21 to Lease No. 4095

STATE OF New Mexico  
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2007, by Adrienne E. Hohenberg. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license.
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)



Marcel Legendre  
Notary Public  
MARCEL LEGENDRE  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: N/A  
My Commission Expires: June 24, 2007

Exhibit "A"  
Page 7 of 8 Pages  
Amendment Number 21 to Lease No. 4095

**Exhibit "A"**

The Southeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 20, Township 42 South, Range 23 East, Charlotte County, Florida, less and except that portion known as Clark Canal as recorded in ORB 721, Page 720, Public Records of Charlotte County, Florida.

Babcock Webb WMA,  
Honenberg

Page 1 of 1

ESM  
By EB Date 2-1-07

Exhibit "A"  
Page 8 of 8 Pages  
Amendment Number 21 to Lease No. 4095

ATL1

183 Acres

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

AMENDMENT NUMBER TWENTY-TWO TO LEASE NUMBER 4095  
FRED C. BABCOCK / CECIL M. WEBB WILDLIFE MANAGEMENT AREA

THIS LEASE AMENDMENT is entered into this 20<sup>th</sup> day of APRIL  
2010, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and  
the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, successor in  
interest to the FLORIDA GAME AND FRESH WATER FISH COMMISSION, referred to  
as "LESSEE";

W I T N E S S E T H

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

WHEREAS, on April 26, 1996, LESSOR and LESSEE entered into Lease  
Number 4095; and

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

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

1. The legal description of the leased premises set forth in Exhibit "A"  
of Lease Number 4095 is hereby amended to include the real property  
described in Exhibit "A," attached hereto, and by reference made a part  
hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and  
every respect the terms of the Lease Number 4095, except as amended, shall  
remain unchanged and in full force and effect and the same are hereby  
ratified, approved and confirmed by LESSOR and LESSEE as of the date of  
this amendment.
3. It is understood and agreed by LESSOR and LESSEE that this Amendment  
Number TWENTY-TWO to Lease Number 4095 is hereby binding upon the parties  
hereto and their successors and assigns.

Rev.3/07

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

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

Judy Woodard  
Witness  
Judy Woodard  
Print/Type Witness Name

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

Alicia Ruffin  
Witness

"LESSOR"

Alicia Ruffin  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of APRIL, 2010, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.



David L. Fewell  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: [Signature]  
DEF Attorney

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

Matthew Matlock  
Witness

By: Lawson E. Snyder (SEAL)

MATTHEW MATLOCK  
Print/Type Witness Name

LAWSON E SNYDER  
Print/Type Name

Richard C Mospens  
Witness

Title: Deputy Division Director,

RICHARD C MOSPENS  
Print/Type Witness Name

Division of Habitat and Species Conservation's  
"LESSEE"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2008 by Lawson E. Snyder Deputy Division Director, \* on behalf of the FLORIDA FISH and WILDLIFE CONSERVATION COMMISSION. He/she is personally known to me.

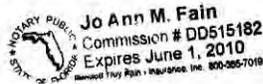
\* Division of Habitat and Species Conservation's

Jo Ann M. Fain  
Notary Public, State of Florida

Jo Ann M. Fain  
Print/Type Notary Name

Commission Number:

Commission Expires:



This Instrument Prepared By and Please Return To:  
James S. Shave  
Associated Title Services, Inc.  
2616 Tamiami Trail, Unit 6  
Fort Charlotte, Florida 33952

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

THIS INDENTURE, made this 7<sup>TH</sup> day of JANUARY, A.D. 1997, between Alexander Chanaka, of the County of Orange in the State of California, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantees,

95-34675  
R=512005

IMAGED  
SG

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

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

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

Property Appraiser's Parcel Identification Number: 72687-0-9

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

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

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

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

Signed, sealed and delivered in the presence of:

*Doranne Hughes*  
(SIGNATURE OF FIRST WITNESS)

DORANNE HUGHES  
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

*M. McKee*  
(SIGNATURE OF SECOND WITNESS)

MOLLY MCKEE  
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

RECORD VERIFIED-BARBARA T. SCOTT, CLERK  
BY PAT SIGHT

*Alexander Chanaka*  
(SIGNATURE)  
Alexander Chanaka  
P. O. Box 153  
San Juan Capistrano, California 92693

APPROVED AS TO FORM AND LEGALITY  
By *William C. Edsall*  
DEP Attorney  
Date: 5-2-97

ADFT 000649

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by Alexander Chanaka. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a current driver license.
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

Notary Public \_\_\_\_\_

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: \_\_\_\_\_

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

WARRANTY DEED  
REVISED 07/18/94

Recording Fee: \$15.00  
Doc Stamp: \$50.70  
Recorded By: Betty P. Bilem D.C.

FILE:474543 OR BOOK/PAGE:1520/1159  
RECORDED:3/20/97 16:39:27  
OF THE CIRCUIT COURT - CHARLOTTE COUNTY

BARBARA T. SCOTT, CLERK

State of CALIFORNIA  
County of ORANGE

On JANUARY 7<sup>TH</sup> 1997 before me, DAVID GOTTWALD, NOTARY PUBLIC  
(DATE) (NAME/TITLE OF OFFICER/LA. JANE DOE, NOTARY PUBLIC)  
personally appeared ALEXANDER CHANAKA  
(NAME(S) OF SIGNER(S))

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is ~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity ~~(ies)~~, and that by his/~~her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.



(SEAL)

Witness my hand and official seal.

*David Gottwald*  
(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:  
Title or Type of Document WARRANTY DEED  
Number of Pages 2 Date of Document 1/7/97  
Signer(s) Other Than Named Above NONE

RIGHT THUMBPRINT (Optional)



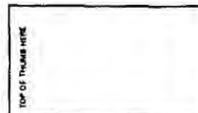
CAPACITY CLAIMED BY SIGNER(S)  
 INDIVIDUAL(S)  
 CORPORATE

OFFICER(S) (TITLE)  
 PARTNER(S)  LIMITED  GENERAL  
 ATTORNEY IN FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER:

SIGNER IS REPRESENTING:  
(Name of Person(s) or Entity(ies))

HIMSELF

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)  
 INDIVIDUAL(S)  
 CORPORATE

OFFICER(S) (TITLE)  
 PARTNER(S)  LIMITED  GENERAL  
 ATTORNEY IN FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER:

SIGNER IS REPRESENTING:  
(Name of Person(s) or Entity(ies))

OR BOOK 1520 PAGE 1160

WOLCOTT'S FORM 83240 Rev. 3-84 (price class 9-7A) © 1984 WOLCOTT'S FORMS, INC.  
ALL PURPOSE ACKNOWLEDGMENT WITH SIGNER CAPACITY/REPRESENTATION/TWO FINGERPRINTS



Exhibit "A"  
Page 5 of 11 Pages  
Amendment Number 22 to Lease No. 4095

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 and the South 1/2 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 all lying in Section 20, Township 42 South, Range 23 East, Charlotte County, Florida.

20  
42S  
23E

OR BOOK 1520 PAGE 1161

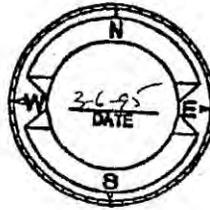


Exhibit "A"  
Page 6 of 11 Pages  
Amendment Number 22 to Lease No. 4095

This Instrument Prepared By and  
Please Return To:  
Wendi M. McAleese  
American Home Title Insurance, Inc.  
6703 N. Himes Avenue  
Tampa, FL 33614

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 1690 PAGE 1778  
RECORDED 03/31/99 @ 10:42 AM  
FILE NUMBER 634274  
RECORDING FEE 24.00  
DEED DOC 2,625.00

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

THIS INDENTURE, made this 1 day of  
March, A.D. 1999, between Gerard Zappa, Marescotti  
Ruspoli, Roland du Roy de Blicquy and Aldo Vastapane, individually and as  
Co-Trustees under an unrecorded Trust Agreement dated October 15, 1995  
and known as the Harborside Lakes Trust, whose address is c/o Alva, S.A.,  
12 Square Sainctelette, #Boite 6, 1000 Brussels, Belgium, grantor, and the  
**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST  
FUND OF THE STATE OF FLORIDA**, whose post office address is c/o  
Florida Department of Environmental Protection, Division of State Lands, 3900  
Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000,  
grantee,

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

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

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

Property Appraiser's Parcel Identification Number: 00-72-816-000-0003.

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

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

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

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

Signed, sealed and delivered in  
the presence of:

[Signature]  
(Signature of first Witness)

REGENT  
(Printed, typed or stamped name of  
first Witness.)

[Signature]  
(Signature of second Witness)

JOUSARD  
(Printed, typed or stamped name of  
second witness)

[Signature]  
(Signature of first Witness)

REGENT  
(Printed, typed or stamped name of  
first Witness.)

[Signature]  
(Signature of second Witness)

JOUSARD  
(Printed, typed or stamped name of  
second Witness)

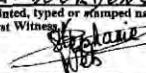
[Signature]  
Gerard Zappa, individually and as Trustee under an unrecorded  
Trust Agreement dated October 15, 1995 and known as the  
Harborside Lakes Trust

[Signature]  
Marescotti Ruspoli, individually and as Trustee under an  
unrecorded Trust Agreement dated October 15, 1995 and known  
as the Harborside Lakes Trust

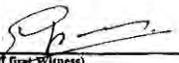
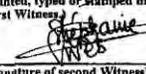
APPROVED AS TO  
FORM & LEGALITY  
[Signature]  
DEPARTMENT ATTORNEY  
2-21-01

IMAGED GK

Exhibit "A"  
Page 7 of 11 Pages  
Amendment Number 22 to Lease No. 4095

  
\_\_\_\_\_  
(Signature of first Witness)  
**G. BOURDONCE**  
(Printed, typed or stamped name of first Witness)  
  
\_\_\_\_\_  
(Signature of second Witness)  
**S. WETS**  
(Printed, typed or stamped name of second Witness)

  
\_\_\_\_\_  
OR BOOK 1690 PAGE 1779  
Roland du Roy de Bléquy, individually and as Trustee under an unrecorded Trust Agreement dated October 15, 1995 and known as the Harborside Lakes Trust

  
\_\_\_\_\_  
(Signature of first Witness)  
**G. BOURDONCE**  
(Printed, typed or stamped name of first Witness)  
  
\_\_\_\_\_  
(Signature of second Witness)  
**S. WETS**  
(Printed, typed or stamped name of second Witness)

  
\_\_\_\_\_  
Aldo Vastapane, individually and as Trustee under an unrecorded Trust Agreement dated October 15, 1995 and known as the Harborside Lakes Trust

Exhibit "A"  
Page 8 of 11 Pages  
Amendment Number 22 to Lease No. 4095

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 1999, by Gerard Zappa, individually and as Trustee under an unrecorded Trust Agreement dated October 15, 1995 and known as the Harborside Lakes Trust. Such person(s) (Notary Public must check applicable box):

is personally known to me.  
 produced a current driver license.  
 produced \_\_\_\_\_ as identification.

  
Notary Public JP DEAUE

(NOTARY PUBLIC SEAL)



2<sup>nd</sup> March 1999.

COUNTRY OF Belgium

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 1999, by Maresotti Ruspoli, individually and as Trustee under an unrecorded Trust Agreement dated October 15, 1995 and known as the Harborside Lakes Trust. Such person(s) (Notary Public must check applicable box):

is personally known to me.  
 produced a current driver license.  
 produced \_\_\_\_\_ as identification.

  
Notary Public JP DEAUE

(NOTARY PUBLIC SEAL)



2<sup>nd</sup> March 1999.

COUNTRY OF Belgium

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 1999, by Roland du Roy de Blicquy, individually and as Trustee under an unrecorded Trust Agreement dated October 15, 1995 and known as the Harborside Lakes Trust. Such person(s) (Notary Public must check applicable box):

is personally known to me.  
 produced a current driver license.  
 produced \_\_\_\_\_ as identification.

  
Notary Public JP DEAUE

(NOTARY PUBLIC SEAL)



2<sup>nd</sup> March 1999.

Exhibit "A"  
Page 9 of 11 Pages  
Amendment Number 22 to Lease No. 4095

COUNTRY OF Belgium

OR BOOK 1690 PAGE 1781

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 1999, by Aldo Vastapane, individually and as Trustee under an unrecorded Trust Agreement dated October 15, 1995 and known as the Harborside Lakes Trust. Such person(s) (Notary Public must check applicable box):

is personally known to me.  
 produced a current driver license.  
 produced \_\_\_\_\_ as identification.

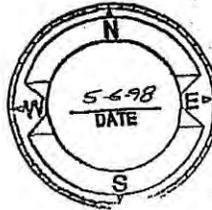
Notary Public J P DEALIE  
2 Mar 1999  
(NOTARY PUBLIC SEAL)



Exhibit "A"  
Page 10 of 11 Pages  
Amendment Number 22 to Lease No. 4095

Exhibit "A"

The Northwest 1/4 of Section 33, Township 42 South, Range 23 East, Charlotte County, Florida.



Charlotte Harbor Flatwoods/Harborside Lakes

Page 12.

Exhibit "A"  
Page 11 of 11 Pages  
Amendment Number 22 to Lease No. 4095

## **2 Agreements and Easements**

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

W I T N E S S E T H

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

1. The Commission hereby leases, assigns and sets over unto the Council subject to the conditions herein set forth, Sections 4 and 9, Township 41 South, Range 25 East, of the Cecil M. Webb Wildlife Management Area for the purpose of developing and maintaining a Boy Scout Camp for the period of 99 years from July 1st, 1968, the rental hereon of \$1.00 payable in advance. The Commission shall grant the use of suitable and convenient rights of way for ingress and egress to the area.
2. The property which is the subject of this Agreement shall be used for the general corporate purposes of the Boy Scouts of America and primarily for camping purposes, the construction and maintenance of permanent buildings, rifle and archery ranges, skeet shooting, fishing, boating and swimming lakes and facilities, temporary camp sites, nature trails, and other facilities customarily a part of the Scouting movement from time to time. The actual acreage within the two sections that will be removed from wildlife production through the construction of facilities will not exceed two to three acres total. All development plans shall be in accordance with the National Council of the Boy Scouts of America, Inc., provided that the Commission shall be provided with a detail of all proposed plans for development and improvement which proposals and improvements shall include proposed plantings and foliage thereon planned. Initial overall development plans, lay-out plans and construction plans for this area, its camp and adjunctive facilities must be approved in advance and in writing by the Director of the Commission. It is hereby

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

3. The camp and all of its appurtenances shall be operated by and under the direction of the Council and the Commission in accordance with the purposes and methods of the Boy Scouts of America for the education and development of the youth of Florida.
4. The Council shall maintain the premises to standards of good repair, orderliness, neatness, sanitation and safety acceptable to the Commission, which shall be sufficient if the same shall meet the safety standards established by the Boy Scouts of America. The Council shall maintain public liability insurance protecting and holding harmless the Commission to the extent which shall be comparable to similar type facilities throughout the country but in no event less than \$500,000.00.
5. The Council, in exercising the privileges granted by this Agreement, shall comply with all regulations and rules of the Commission and with all Federal, state, county and municipal laws, ordinances, or regulations, which are applicable to the area or to the operations covered by this agreement.
6. Upon abandonment, termination, revocation or cancellation of this Agreement, the Council shall remove within a reasonable time all structures and improvements except those owned by the Commission, and shall restore the site, to its original state as nearly as possible, unless otherwise agreed upon in writing or in this Agreement. If the Council fails to remove all such structures or improvements within twenty-four (24) months, they shall become the property of the Commission.

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

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

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

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

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

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

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

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

SOUTHWEST FLORIDA COUNCIL, INC.

By [Signature]  
President

ATTEST:

[Signature]  
Secretary

GAME AND FRESH WATER FISH COMMISSION  
OF THE STATE OF FLORIDA

By [Signature]  
Chairman

ATTEST:

[Signature]  
Director

STATE OF FLORIDA

COUNTY OF LEE

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

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

Dred H. Edenfield, Sr  
Notary Public

(NOTARY'S SEAL)

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires Aug. 1, 1971  
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA

COUNTY OF LEON

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

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

Walter M. Edkins  
Notary Public

(NOTARY'S SEAL)

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

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 25th day of

January, A.D., 1980, between

FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter referred to as the LESSOR; and

CITY OF PUNTA GORDA, hereinafter referred to as the LESSEE.

WITNESSETH, That

WHEREAS, the LESSEE is a municipal corporation existing and exercising its powers under the provisions of Chapter 63-1832 LAWS OF FLORIDA, 1963, and the GENERAL LAWS OF FLORIDA, regarding municipal corporations; and

WHEREAS, pursuant to the aforesaid laws and Chapter 180, FLORIDA STATUTES, 1977, the LESSEE operates and manages sewage disposal facilities within its boundaries and extensions thereof as well as portions of the Charlotte County Regional Wastewater Authority district; and

WHEREAS, the present wastewater disposal plant has been determined inadequate for the requirements of the good health and welfare of the residents of the City to provide adequate and safe wastewater disposal; and

WHEREAS, it has been determined that it is necessary to construct a new wastewater disposal plant using a land spread disposal of treated effluent and residues; and

WHEREAS, the City has been ordered to construct a new wastewater disposal plant using a land spread disposal of treated effluent by both the Department of Environmental Regulation, State of Florida and the Environmental Protection Agency of the United States; and

WHEREAS, it has been determined that the most suitable site for the construction of said plant and spray irrigation disposition is property situate and lying in Charlotte County, Florida, in the northwest corner of the CECIL WEBB WILDLIFE AREA owned by the FLORIDA GAME AND FRESH WATER FISH COMMISSION, described hereinafter; and

WHEREAS, it has been determined by the LESSEE that it would be most cost effective to lease said land from the LESSOR for a term of years rather than purchase the same for its fair market value; and

WHEREAS, it has been determined that the useful life the proposed plant is forty-five (45) years and that a reasonable lease payment for said term is ONE MILLION FIVE THOUSAND AND NO/100 (\$1,005,000.00) DOLLARS; and

WHEREAS, funds for the financing of this lease will be provided by the United States Environmental Protection Agency; and

WHEREAS, it has been determined by the LESSOR that the leasing of said land to the LESSEE for the project contemplated by the LESSEE, is in the best interest of the LESSOR and would not adversely affect the remainder of said area.

NOW, THEREFORE, LESSOR hereby leases and LESSEE does hereby take the following described property, situate and lying in Charlotte County, Florida, to-wit:

Commence at the N.W. Corner of Section 6, Township 41 South, Range 24 East, Charlotte County, Florida; thence run S00°26'01" East along the W. line of said Section 6, 50.00' to a C.M. on the S R/W of SR 74. Thence run S 89°33'55" E. along said R/W, 170.01 ft. to a C.M. and the Point of Beginning, said point also being on the E'ly line of a 170' Florida Power & Light Easement. Thence continue S 89°33'55"E. along said S. R/W SR 74, 2759.68' to a D.O.T. R/W C.M. Thence run S 89°44'07" E. along the S. R/W of SR 74, 2681.81' to a D.O.T. R/W C.M. Thence run S89°43'42" E. along said S. R/W 1839.32' to a C.M. Thence run the following courses and distances: S 27°03'56"W., 491.67'; S 07°47'30"W, 628.59'; S 05°06'15"E., 996.34'; S 83°50'44"W, 625.42'; S 08°05'03"W, 951.64'; S 03°51'04"W, 1760.24'; S81°09'51"W, 748.25'; S 59°08'14"W, 682.34'; S 03°06'38"W, 1417.06'; S 40°08'50"W, 582.29'; S 87°57'45"W, 957.78'; N 01°56'57"E, 343.68'; N 85°10'29"W, 1029.38' to a C.M., on the N.E'ly R/W of the aforementioned 170' Florida Power & Light Co. Easement. Thence run N 40°22'28"W along said N.E'ly R/W 3717.21' to a C.M. at the P.I. of the E'ly R/W of said Easement; thence run N 00°26'01"W, along said E'ly R/W line, 3957.79' to the Point of Beginning

for a term of FORTY-FIVE (45) YEARS, BEGINNING ON THE 25th day of January, A. D. 1980, for the total rental lease payment of ONE MILLION FIVE THOUSAND AND NO/100 (\$1,005,000.00) DOLLARS, said sums to be payable in a lump sum amount to the LESSOR upon the prior approval of this lease by the ENVIRONMENTAL PROTECTION AGENCY of the UNITED STATES OF AMERICA and upon the availability of the STEP III GRANT from the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, according to the Charlotte County 201 Facilities Plan under Public Law 92-500.

It is mutually agreed between the LESSOR and the LESSEE that the purpose of this lease is to provide an area for land application of treated wastewater effluent and activities incident to said land application including the construction of a treatment and irrigation system as shown on the plan prepared by EDWARD E. CLARK, ENGINEERS-SCIENTISTS, INC. (attached hereto and incorporated herein) 

It is further agreed that the LESSEE may enter into subleasing agreements consistent with the use of the land and application purposes including such farming

operations as are consistent with the "PLAN".

It is specifically understood and agreed that the LESSEE shall fence the demised premises and create the necessary buffer zones required by the ENVIRONMENTAL PROTECTION AGENCY of the UNITED STATES OF AMERICA and the FLORIDA GAME AND FRESH WATER FISH COMMISSION.

It is further agreed that the demised premises shall not be open to the general public for hunting or otherwise in connection with the proposed spreadout application of treated effluent.

It is specifically recognized and understood that the salvage value of the improvements located on the property at the end of the lease term will be sufficient to cover the costs of restoration and LESSOR specifically waives any requirements of the LESSEE to restore the property at the end of the lease term.

IN WITNESS WHEREOF, the parties have hereunto executed and delivered this LEASE AGREEMENT in the State of Florida, the date and year first above written.

Witnesses: FLORIDA GAME AND FRESH WATER FISH COMMISSION

Jimmie C. Lewis  
First Witness

J. S. Millan By Robert M. Huntly  
Second Witness (LESSOR)  
As to Lessor

CITY OF PUNTA GORDA

Nola J. White  
First Witness

David [Signature] By Charles E. Tripps  
Second Witness (LESSEE)  
As to Lessee

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

**AMENDMENT 1 TO LEASE AGREEMENT BETWEEN THE  
CITY OF PUNTA GORDA AND THE  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
FOR OPERATION OF A WASTEWATER TREATMENT PLANT ON THE  
BABCOCK/WEBB WILDLIFE MANAGEMENT AREA**

THIS AMENDMENT, entered into this 19<sup>th</sup> day of February, 2000, between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, 620 S. Meridian Street, Tallahassee, FL 32399-1600, successor to the Florida Game and Fresh Water Fish Commission, hereinafter referred to as the **LESSOR** and CITY OF PUNTA GORDA, 326 W. Marion Avenue, Punta Gorda, FL 33950, hereinafter referred to as the **LESSEE**, amends the lease agreement entered into on January 25, 1980, hereinafter referred to as the **ORIGINAL LEASE**.

IN CONSIDERATION of the mutual covenants and conditions set forth herein and in the **ORIGINAL LEASE**, the parties agree to amend the **ORIGINAL LEASE** as follows, which amendments shall govern to the exclusion of any provision of the **ORIGINAL LEASE** to the contrary. All provisions of the **ORIGINAL LEASE** not specifically amended herein shall remain in full force and effect.

1. The **LESSEE** maintains and operates an existing wastewater treatment plant property situate and lying in Charlotte County, Florida, in the northwest corner of the BABCOCK/WEBB WILDLIFE MANAGEMENT AREA owned by the **LESSOR**, described in the **ORIGINAL LEASE**.
2. The **LESSEE**, in cooperation with the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, has determined that construction of a new wastewater disposal system, using deep well injection of treated effluent, shall bring the existing wastewater treatment plant into compliance with current Federal and State regulations.
3. All wastewater treatment activities conducted by the **LESSEE** shall be permitted and in compliance with standards as required by the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION and the U. S. ENVIRONMENTAL PROTECTION AGENCY.
4. The **LESSOR** and **LESSEE** agree that the purpose of this lease is to provide an area for wastewater treatment in accordance with a design and operations plan approved by the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION and the **LESSOR**.
5. The **LESSEE** shall maintain a fence on the demised premises that creates an effective barrier to humans, cattle and hogs, and also maintain the necessary buffer zones required by the U. S. ENVIRONMENTAL PROTECTION AGENCY, and the **LESSOR**.
6. The demised premises shall not be open to any hunting except as specifically noted in paragraph 7 below.
7. The **LESSEE** shall establish and maintain a planted field for public dove hunting consisting of at least one hundred (100) acres on the property described in the **ORIGINAL LEASE**. The **LESSEE** shall plant and manipulate agricultural crops such as millet and corn on this portion of the property for public dove hunting in accordance with specifications provided by the **LESSOR**. The **LESSOR** shall be responsible for administering public dove hunts and associated public access restrictions, and the **LESSEE** shall cooperate in

implementing these dove hunts.

8. The **LESSEE** shall treat and remove invasive exotic plants from the demised premises in accordance with specifications provided by the **LESSOR**, including provision for surveillance and re-treatment of recurring exotic plant infestations during the term of this lease.

9. This lease agreement shall terminate immediately upon the **LESSOR** giving written notice to the **LESSEE** in the event of fraud, willful misconduct, or breach of this lease agreement.

10. An employer-employee relationship does not exist between the **LESSOR** and the **LESSEE**, and the **LESSOR** is not responsible for providing Workers' Compensation insurance and withholding services for the **LESSEE** or the employees.

11. There is no conflict of interest or any other prohibited relationship between the **LESSEE** and the **LESSOR** as per Chapter 112, F.S.

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

13. All notices shall be sent to the **LESSEE** at:

City of Punta Gorda  
City Manager  
326 West Marion Avenue  
Punta Gorda, Florida 33950

and the **LESSOR** at

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

14. The parties agree and acknowledge that nothing herein shall be construed as a waiver of sovereign immunity, the provisions of Section 768.28, F.S., or other applicable limitations on liability found under applicable law.

15. The parties agree to waive all rights to a trial by jury, in law or equity, in all actions based on this lease.

16. No third party benefits are intended or construed by this lease.

FLORIDA FISH AND WILDLIFE CONSERVATION  
COMMISSION

Brenda Collins  
Witness

Brenda Collins  
Type/Print Witness Name

Cynthia Ward  
Witness

Cynthia Ward  
Type/Print Witness Name

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

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Amendment was acknowledged before me this 11th day of  
February, 2000, by Allan L. Egbert as  
Executive Director. He is personally known to me.

Jimmie C. Bevis  
Notary Public, State of Florida  
JIMMIE C. BEVIS

Print/Type Notary Name

Commission Number:



Jimmie C. Bevis  
MY COMMISSION # CC702862 EXPIRES  
December 28, 2001  
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires

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

CITY OF PUNTA GORDA, FLORIDA

Susan Selner  
Witness

Robert H. Shedd  
By: Dr. Robert H. Shedd  
Title: Mayor of Punta Gorda

Susan Selner  
Type/Print Witness Name

Mary Kelly  
Witness

Mary Kelly  
Type/Print Witness Name

STATE OF FLORIDA  
COUNTY OF Charlotte

The foregoing Amendment was acknowledged before me this 19<sup>th</sup> day of January, 2000, by Robert H. Shedd as Mayor. He/she is personally known to me, or produced \_\_\_\_\_ as identification.

Susan Selner  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number: \_\_\_\_\_

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



Susan Selner  
MY COMMISSION # CC794700 EXPIRES  
April 4, 2003  
BONDED THRU TROY FAIR INSURANCE, INC.

FLORIDA GAME AND FRESH WATER FISH COMMISSION

EASEMENT

THIS EASEMENT is hereby granted by the Florida Game and Fresh Water Fish Commission, hereinafter referred to as the Grantor, through its lawfully designated agent, pursuant to execution on this 22 day of November 1994.

NOW, THEREFORE, for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Cape Coral Sportsman's Association, P.O. Box 691, Cape Coral, Florida 33910, hereinafter referred to as the Grantee, a right-of-way easement on, over and across property owned by the Grantor, said land being described as follows:

That part of the West 60 feet of Section 23, Township 42 South, Range 24 East, lying South of the North Line of Oil Well Grade extended East, for a distance of approximately 1320 feet. All in Charlotte County, Florida.

The Grantees shall have the use of the above described premises for a period of 20 (twenty) years from the date of the execution of this easement. The terms and conditions on which this easement is granted, including any special terms and conditions, are as follows:

1. The above-described parcel of land shall be used solely for ingress and egress purposes. The Grantee shall not engage in any activity except as described above without prior consent or approval of the Grantor or its legally designated agent.
2. In the event the land herein described shall cease to be used for solely ingress and egress purposes, the easement shall terminate, under the guidelines set-forth by paragraph 8.
3. The Grantee agrees to maintain the easement area in good condition, keeping the easement area liter free and free of obstructions which may limit vehicular right-of-way passage.

4. The Grantee agrees that the easement area is subject to inspection by the Grantor or its designated agent at any reasonable time.

5. The Grantee hereby covenants and agrees to investigate all claims of every nature at its expense, and to indemnify, defend and hold harmless the Grantor and/or the State of Florida from all claims, actions, lawsuits and demands arising out of this easement, to the fullest extent allowed by law.

6. The Grantee agrees by accepting this easement that no claim of title or interest to said lands herein described shall be made by reason of occupancy or use thereof and that title and interest to said land herein described is vested in the Grantor.

7. The Grantee agrees that this easement shall not be transferred or assigned without prior consent of the Grantor or its legal designated agent.

8. The Grantee agrees that by acceptance of this easement the Grantee binds itself, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Grantee violates any of the provisions and conditions herein, the easement may be terminated by the Grantor after notice in writing by certified mail to the Grantee. Upon receipt of such notice, the Grantee shall undertake to correct such non-compliance(s) or violation(s) for which the Grantor has given notice within thirty (30) days of receipt of the notice or the Grantor, at its option, shall be entitled to terminate this easement and, if terminated, all of the herein-described land shall revert to the Grantor, all costs, including attorneys' fees, incurred by the Grantor to enforce this provision shall be paid by the Grantee.

IN TESTIMONY WHEREOF, the legally designated agent of the Florida Game and Fresh Water Fish Commission, has hereunto subscribed its name and has caused the official seal of the Commission to be affixed, in the City of Tallahassee, on this 22 day of November, A.D., 1994.

"GRANTOR"

FLORIDA GAME AND FRESH  
WATER FISH COMMISSION

James C. Bevis  
Witness

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

[Signature]  
Witness

STATE OF FLORIDA  
COUNTY OF LEON

Before me personally appeared Allan L. Egbert personally known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal, this 22<sup>nd</sup> day of November, A.D., 1994.

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires May 6, 1995  
Bonded Thru Tray Fair - Insurance Inc.

George L. Full  
Notary Public  
State of Florida

Accepted this 22<sup>nd</sup> day of November, 1994.

State of Florida  
County of Charlotte

"GRANTEE"

John Pancari  
John Pancari, President,  
Cape Coral Sportsman's  
Association

Paul H. Waggoner  
Witness Paul H. Waggoner  
June A. Bauman  
Witness June A. Bauman

Before me personally appeared John Pancari  
known to me to be the person who executed the foregoing  
instrument, and acknowledged to and before me that he executed  
said instrument for the purposes therein expressed.

Witness my hand and official seal this 25 day of  
July, A.D., 1994.

My Commission Expires:

Paul H. Waggoner  
Notary Public Paul H. Waggoner  
State of Florida



PAUL H WAGGONER  
My Commission CC323743  
Expires Nov. 04, 1997  
Bonded by HAI  
800-422-1555

**AGREEMENT FOR APIARY ACTIVITIES ON STATE LANDS**

THIS AGREEMENT is made by and between the Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600, hereinafter known as “the COMMISSION,” and William Perry, 3144 S.E. Lana Circle, Arcadia, Florida, 34266, telephone number (570) 333-4774, hereinafter known as “the USER.”

**WITNESSETH**

In consideration of the mutual promises to be kept by each and the payments to be made by the USER, the parties agree as follows:

1. **TERM:** This Agreement will begin upon execution and will end three (3) years from the date of execution.
2. **The COMMISSION Agrees:**
  - a. To provide apiary sites on state lands, which will be identified by the COMMISSION staff and located on the property identified in (4) (h) below.
  - b. To provide technical assistance for bear-proofing, if required by Area Biologist, of site(s) made available under this Agreement.
  - c. To allow the USER to place a total number of 1,650 hive boxes on the COMMISSION-managed property at the apiary sites.
3. **The USER Agrees:**
  - a. To pay \$1,320 on or before the execution date of this Agreement and each year thereafter on or before the anniversary date of the original contract execution date, with check or money order payable to the Florida Fish and Wildlife Conservation Commission. All payments shall be remitted to The Florida Fish and Wildlife Conservation Commission, Finance and Budgeting, Accounting Section, PO Box 6150, Tallahassee, FL 32399-6150, and a copy of the check to The Florida Fish and Wildlife Conservation Commission, Wildlife and Habitat Management Section, Attn: Section Leader, 620 South Meridian Street, Tallahassee, Florida 32399-1600.
  - b. To have no more than 50 hive boxes on each apiary site property at one time for a total not to exceed 1,250 hive boxes within Babcock/Webb WMA and 400 hive boxes within the Yucca Pens Unit of the Babcock/Webb WMA.

- c. To comply with the Florida Honey Certification and Honeybee Law, Chapter 586, Florida Statutes, and Rule 5B-19, Florida Administrative Code, and all other applicable federal, state, or local laws, rules or ordinances.
- d. To not damage, cut or remove any trees in the course of preparing for or conducting operations under this Agreement.
- e. To repair within 30 days of occurrence any damage to roads, trails, fences, bridges, ditches, or other public property caused by USER'S operations under this Agreement based on discretion of the COMMISSION to ensure the WMA/WEA management goals are met. All repairs will be coordinated with the Area Biologist to ensure management goals are met. If USER does not comply within the 30 day requirement, then the COMMISSION may use a third party to perform the repairs and charge the USER accordingly.
- f. To report any forest fires observed and to prevent forest fires during the course of operations under this Agreement.
- g. To abide by all WMA/WEA rules and regulations in addition to items in this Agreement.
- h. To notify the Area Biologist within 24 hours when a bear depredation event occurs.
- i. To post their name in an agreed upon location at each site covered by this Agreement or otherwise use an identifying system that is approved by the Area Biologist.
- j. To furnish proof of general liability insurance prior to starting apiary activities on state property or within 30 days of execution of this Agreement, whichever is earlier, and proof of annual renewal of the general liability insurance policy prior to or upon expiration date of the policy. The USER shall maintain continuous general liability insurance throughout the term of this Agreement for no less than \$300,000 for bodily injury and \$100,000 for property damage for each occurrence. Such a policy shall name the COMMISSION as the Certificate Holder. The USER's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason during the term of this Agreement except after thirty (30) days written notice to the COMMISSION.
- k. To be liable for all damage to persons or property resulting from operations under this Agreement, and to release, acquit, indemnify, save and hold harmless the

COMMISSION, its officers, agents, employees and representatives from any and all claims, losses, damages, injuries and liabilities whatsoever, whether for personal injury or otherwise, resulting from, arising out of or in any way connected with activities under this Agreement or activities occurring from any other source not under this Agreement and the USER further agrees to assume all risks of loss and liabilities incidental to any natural or artificial condition occurring on state lands cover by this Agreement.

- l. To construct and maintain electric fences, if required by the Area Biologist at the Area Biologist's discretion, to provide protection of apiaries from black bear depredation consistent with the technical information bulletin attached to this agreement, and, if so required, to maintain an open buffer around the fencing of five (5) feet or more. (See Attachment A, Florida Fish and Wildlife Conservation Commission (FWC) Technical Information Bulletin, December 2001, Use of Electric Fencing To Exclude Bears and Prevent Property Damage)
  - m. To remove all personal property from the site within thirty (30) days of termination or expiration of this Agreement. The USER understands that after this time, all the USER'S personal property remaining on the WMA/WEA shall be deemed abandoned and become the property of the COMMISSION, which will be utilized or disposed of at the sole discretion of the COMMISSION, and that reasonable storage and/or disposal fees and/or costs may be charged to the USER.
4. The parties mutually agree:
- a. This Agreement is not transferable.
  - b. The USER's failure to submit payment by the due date established herein may result in cancellation of the Agreement by the COMMISSION.
  - c. The USER's failure to submit proof of general liability insurance or proof of annual renewal in compliance with (3) (j) above may result in cancellation of this Agreement by the COMMISSION.
  - d. This Agreement shall be in effect for a period of three (3) years and issuance of a new agreement will be contingent upon a satisfactory performance evaluation and approval of the Area Biologist.
  - e. Each apiary site shall be situated so as to be at least one-half (1/2) mile inward from state property lines and there shall be at least one (1) mile separation between sites. Exceptions to this rule must be reviewed by the Area Biologist,

presented to and approved by the Wildlife and Habitat Management Section Leader.

- f. The 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.
- g. This Contract with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.
- h. The sites covered by this Agreement are described as being in the vicinity of or at the following latitude and longitude coordinates.

For Babcock/Webb WMA:

POINT #	LAT	LONG
W1	26.878374	-81.957338
W2	26.921267	-81.92534
W3	26.934638	-81.915308
W4	26.935823	-81.899533
W5	26.903019	-81.920762
W6	26.886664	-81.880144

FWC Contract No. 13154

W7	26.834894	-81.769594
W8	26.884699	-81.840892
W9	26.882187	-81.806064
W10	26.884516	-81.767056
W11	26.858002	-81.885326
W12	26.85825	-81.825053
W13	26.857544	-81.807217
W14	26.858003	-81.773466
W15	26.84551	-81.940287
W16	26.82735	-81.940992
W17	26.832507	-81.905792
W18	26.878285	-81.915872
W19	26.94539	-81.826258
W20	26.916382	-81.82479
W21	26.822555	-81.779957
W22	26.830331	-81.544139
W23	26.483937	-81.514345

W24	26.843698	-81.825623
W25	26.512907	-81.544139

and as represented by the Attachment B-1 map.

For the Yucca Pens Unit of the Babcock/Webb WMA:

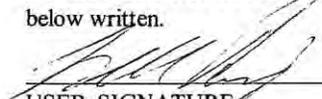
<b>POINT#</b>	<b>LAT</b>	<b>LONG</b>
YP1	26.483814	-81.592134
YP2	26.473356	-81.592516
YP3	26.461149	-81.584631
YP4	26.756447	-81.997422
YP5	26.753052	-82.014329
YP6	26.740933	-81.999582
YP7	26.747831	-81.97273
YP8	26.732952	-81.981187

and as represented by the Attachment B-2 map.

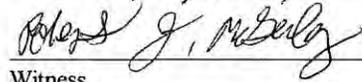
- i. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide goods or services to any public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity; and may not transact business with a public entity.
- j. As part of the consideration of this Agreement, the parties hereby waive trial by jury in action brought by either party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement. Exclusive venue for all judicial actions pertaining to this Agreement is in Leon County, Florida.
- k. This Agreement may be terminated by the COMMISSION upon thirty (30) days written notice to the USER in the event the continuations of the apiary activities

are found to be incompatible with the COMMISSION'S management plans or for any other reason at the sole discretion of the COMMISSION.

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

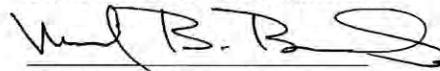
  
USER SIGNATURE

Date: 12/6/2013

  
Witness

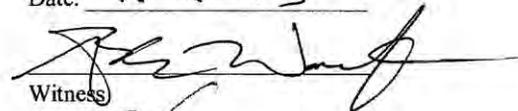
  
Witness

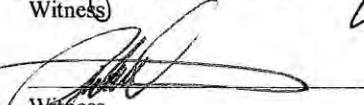
FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION



Mike Brooks, Section Leader  
Wildlife and Habitat Management

Date: 11-6-13

  
Witness

  
Witness

Approved as to form and legality



Attachment A: Florida Fish and Wildlife Conservation Commission (FWC) Technical Information Bulletin, December 2001, Use of Electric Fencing To Exclude Bears and Prevent Property Damage

Attachments B-1 & B-2: Maps of Apiary Locations for FWC Apiaries on Babcock/Webb WMA and the Yucca Pens Unit of Babcock/Webb WMA

AMENDMENT NO. 2 TO CONTRACT

THIS AMENDMENT TO CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("COMMISSION"), and James Matt Carlton, ("CONTRACTOR"), and amends that Agreement entered into between the COMMISSION and the CONTRACTOR dated August 29, 2007, and amended November 10, 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 the Renewal Paragraph (page 1) of the ORIGINAL CONTRACT, the ORIGINAL CONTRACT is hereby renewed for an additional five (5) year term, commencing August 29, 2012, and terminating August 28, 2017.

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

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

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

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

Katrina Amoak  
Witness

Nick Wiley  
Executive Director  
Date: 8.26.12

Paul P. Stipkes  
Witness

Approved as to Form and Legality  
[Signature]  
FWC Attorney

The foregoing agreement was acknowledged before me this 27<sup>th</sup> day of August, 2012 by Nick Wiley who is personally known to me as the Executive Director Florida Wildlife and Conservation Commission

My Commission Expires



[Signature]  
Witness  
James Gaskins  
Witness

Jo Ann M. Jain  
Notary Public

**CONTRACTOR:**

James Matt Carlton  
Print Name: James Matt Carlton  
Title: Pres  
Date: 8/21/12

The foregoing agreement was acknowledged before me this 22<sup>nd</sup> day of Aug, 2012 by James Matt Carlton who is personally known to be as the \_\_\_\_\_.

Laura G. Gilliard  
Notary Public, State of Florida  
My Comm. exp. March 24, 2014  
Comm. No. DD974611

[Signature]  
Notary Public

AMENDMENT NO. 2 TO CONTRACT

THIS AMENDMENT TO CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("COMMISSION"), and James Matt Carlton, ("CONTRACTOR"), and amends that Agreement entered into between the COMMISSION and the CONTRACTOR dated August 29, 2007, and amended November 10, 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 the Renewal Paragraph (page 1) of the ORIGINAL CONTRACT, the ORIGINAL CONTRACT is hereby renewed for an additional five (5) year term, commencing August 29, 2012, and terminating August 28, 2017.

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

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

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

Katrina Amoak  
Witness

Nick Wiley  
Executive Director  
Date: 8.26.12

Paul P. Stipkes  
Witness

Approved as to Form and Legality  
[Signature]  
FWC Attorney

The foregoing agreement was acknowledged before me this 27<sup>th</sup> day of August, 2012 by Nick Wiley who is personally known to me as the Executive Director Florida Wildlife and Conservation Commission

My Commission Expires



[Signature]  
Witness  
James Gaskins  
Witness

[Signature]  
Notary Public

**CONTRACTOR:**

James Matt Carlton  
Print Name: James Matt Carlton  
Title: Pres  
Date: 8/21/12

The foregoing agreement was acknowledged before me this 22<sup>nd</sup> day of Aug, 2012 by James Matt Carlton who is personally known to be as the \_\_\_\_\_.

**Laura G. Gilliard**  
My Commission Expires March 24, 2014  
Comm. No. DD974611

[Signature]  
Notary Public

**CONTRACT FOR  
GRAZING ON BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE #1**

This CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereinafter "COMMISSION" and Carroll Phillips, of C & S Citrus Services Inc., 117 Parkland Drive, Lake Placid, Florida 33852 hereinafter called the "CONTRACTOR". If the CONTRACTOR is a corporation, its Florida corporate status must be current and an individual must sign as the guarantor.

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

- 1. PROJECT DESCRIPTION.** The CONTRACTOR shall be provided access to the BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE #1 to perform cattle grazing activities on the property as specified herein and shall perform those specific responsibilities and obligations, as set forth in the Scope of Work attached as Attachment A. The term "Scope of Work" when used in this Contract shall include Attachments A, B, and C and Exhibits A and B.

This CONTRACT is entered into pursuant to the COMMISSION's Invitation to Bid (ITB) FWC 12/13-51, the CONTRACTOR's Bid and the COMMISSION's Grazing Plan, of which all three are attached hereto and made an integral part of this CONTRACT. In the event of conflict between this CONTRACT and Attachments A, B, or C, the terms of this CONTRACT shall govern.

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

- 3. PROPERTY.** The property on which these activities described in this Contract will occur is described in Exhibit A of this Contract (the property). This is a Contract for the provision of cattle grazing by the CONTRACTOR, and shall not be construed to be a lease of real property.

4. **TERM; RENEWAL.** This Contract shall begin upon execution by both parties and end five (5) years thereafter, inclusive unless terminated earlier in accordance with its term. This Contract may be renewed for up to five (5) years, or for a total term not to exceed the original Contract period, whichever is longer. The stocking rate, number of Animal Units and acreage of the Contract during any renewal period shall be determined prior to the conclusion of the initial or subsequent terms. Reference herein to the "term" of this Contract shall include any renewal. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract; provided that the parties may by mutual agreement change such terms and conditions. Renewal amendments must be executed prior to the completion date of the Contract. All renewals are contingent upon satisfactory performance by the CONTRACTOR.

5. **AMENDMENT OR MODIFICATION.** No waiver or modification of this CONTRACT or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties.

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

6.1 **CONTRACTUAL PAYMENT SCHEDULE.** The CONTRACTOR shall submit the first semi-annual payment and the \$ 30,000.00 Performance Bond within ten (10) consecutive calendar days after the execution of the contract. The COMMISSION shall invoice the CONTRACTOR for subsequent semiannual payments. CONTRACTOR shall provide a Performance Bond each renewal period on or before the expiration date of the previous bond issued. All invoice payments shall be submitted to the Florida Fish and Wildlife Conservation COMMISSION, Finance & Budget Office, Post Office Box 6150, Tallahassee, FL 32314-6150.

The Performance Bond shall be submitted to the COMMISSION's Tallahassee Purchasing Office to the attention of ITB FWC 12/13-51, assigned Purchasing Agent with a copy sent to the Wildlife and Habitat Management (WHM) Section Leader. The bond must state on its front page: the name, principal business address, and phone number of the CONTRACTOR, the Surety, the COMMISSION's full name, the purchase order or contract number assigned to the project by the COMMISSION, and a description of the property and a general description of the project. Please note: A Notice to Proceed will not be issued until after the required bond has been received.

The Bond shall be issued from a reliable Surety Company acceptable to the COMMISSION, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. CONTRACTOR is to ensure the Surety Company includes in the performance bond language pertaining to payment in case the CONTRACTOR does not perform the yearly fire lane disking requirement, fence maintenance or in case of a default violation according to contract. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Performance Bond shall be borne by the CONTRACTOR.

In lieu of a Performance Bond, the COMMISSION may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

The performance bond total value will be based on the total income derived based upon 12 month period which is calculated by using the animal units allowed on the WMA times the cost of an animal unit (rate bid) plus the estimated cost of disking fire lanes each year (@\$30.00 per mile). The performance bond number calculated will be round up to nearest \$5000 increment. Example: If the total number comes to \$17,595.00 then the annual bond requirement will be set at \$20,000.

Work shall not begin before the COMMISSION receives the Performance Bond and Power of Attorney. Failure to provide a Performance Bond and Power of Attorney may be grounds to find the Vendor in default, which could include; cancellation of the contract, and/or the Vendor's removal from the State's approved vendor list for future solicitations.

Failure of the CONTRACTOR to provide the initial Performance Bond within ten (10) consecutive calendar days after execution of the contract or provide a new bond annually within thirty (30) consecutive calendar days of the COMMISSIONS semi-annual invoice date during the term of this Contract may be grounds to find the CONTRACTOR in default, which could include; cancellation of the Contract, and/or the CONTRACTOR removal from the FWC approved vendor list for future solicitations.

The CONTRACTOR is required to submit the original of the Performance Bond and original of the Power of Attorney to the COMMISSION'S Tallahassee Purchasing Office to the attention of the COMMISSION'S, Contract Administrator, in order to secure the payment and performance of the CONTRACTOR'S obligations under this Contract. Additionally, the CONTRACTOR is required to provide a copy of the bond and power of attorney to the Wildlife and Habitat Management (WHM) Section Leader. This requirement is in effect for both the original issuance and the yearly renewals during the term of this Contract. Below are the addresses for which the CONTRACTOR shall send the originals and copies of the documents after each issuance event:

ORIGINALS MAILED TO:

Florida Fish and Wildlife Conservation Commission  
Attn: Purchasing Office, Contract Administrator  
FWC 12/13-51  
620 South Meridian Street, Room 364  
Tallahassee, Florida, 32399-1600

COPY OF ORIGINALS MAILED TO:

Florida Fish and Wildlife Conservation Commission  
Attn: HSC/WHM, Section Leader, M/S - 10  
Attn: WHM Contract Manager  
620 South Meridian Street  
Tallahassee, Florida, 32399-1600

**6.2 STOCKING RATE.** The CONTRACTOR shall semi-annually pay the COMMISSION \$ 76.00 per animal grazing unit for the first year of grazing (\$11,400.00 semi-annually for a first year total of \$22,800.00). The subsequent payments will be adjusted annually after the first year as noted in Section 9.1 below. Cattle shall be stocked at a rate not to exceed 300 animal grazing units on **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE #1** as identified in Exhibit A attached hereto. The stocking rate may only be increased with written permission by the COMMISSION. The stocking rate may be decreased by the COMMISSION upon written notice to the CONTRACTOR if grazing is excessive for optimum wildlife management. The CONTRACTOR shall accordingly increase or decrease such stocking rate within 60 days of written notice by the COMMISSION.

The CONTRACTOR shall provide the Contract Manager with an Annual Forage Assessment and Maximum Stocking Rate estimate performed by either a local NRCS extension office, or a professional rangeland consultant by January 31<sup>st</sup> each year.

**6.3 MARKING OWNERSHIP.** The CONTRACTOR shall mark all cattle with the CONTRACTOR's brand, tag, or other owner identification before releasing the cattle for grazing on the above COMMISSION land. The CONTRACTOR shall mark all calves born in the grazing lands at the first gathering after their births, which shall be undertaken within six months of such births. All cattle grazed under this CONTRACT shall be the property of the CONTRACTOR and therefore the sole responsibility of the CONTRACTOR.

**6.4 FENCE MAINTENANCE/PERFORMANCE BOND.** The CONTRACTOR shall maintain all grazing lands, exterior and interior fences and cattle guards in good and operable condition. The CONTRACTOR shall perform necessary fence replacement and repair in accordance with specifications for fence construction detailed in Attachment C, (attached). All fences, gates and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property. Replacement and/or repair of all posts, cattle guards, gates, material and labor shall be at the sole and exclusive expense of the CONTRACTOR, except as stated under "COMMISSION RESPONSIBILITIES." the CONTRACTOR shall promptly remove storm debris from fencing and make the appropriate repairs. The CONTRACTOR shall relinquish all fences, including posts, gates, and cattle guards in good working condition, to the COMMISSION upon termination of this CONTRACT. Furthermore, the CONTRACTOR shall be required to use only the COMMISSION's furnished key or combination locks for said gates.

The CONTRACTOR shall furnish a Performance Bond to the COMMISSION conditioned upon the provisions as herein provided. Failure of the CONTRACTOR to properly maintain fencing shall allow the COMMISSION to make a claim on the Performance Bond. In the event of such a claim, the CONTRACTOR shall provide the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

**6.5 GRAZING ACCOUTREMENTS.** The CONTRACTOR shall be required to have the COMMISSION's Contract Manager's written permission to construct or make any physical alterations or improvements to the grazing lands. The CONTRACTOR shall be required to maintain all interior fences in accordance with specifications in Attachment D

and other constructed physical alterations or improvements to the grazing lands that are necessary to the CONTRACTOR's grazing operations and which are necessary for the CONTRACTOR to fulfill the covenants to which he or she is bound. The CONTRACTOR shall not cross-fence the grazing lands without prior written approval of the COMMISSION. Hay shall not be brought onto the property for supplemental feeding. Pellets, minerals and liquid feeds are allowed. All supplemental feeding sites shall be rotated every 90 days unless written approval is given by the COMMISSION. All approved cross fences and related constructed physical alterations or improvements constructed solely at the expense of the CONTRACTOR shall remain the property of the CONTRACTOR and the CONTRACTOR shall expeditiously remove same upon termination of this CONTRACT and shall reasonably restore such grazing lands to the condition existing prior to the construction of such physical alterations and improvements, except as otherwise approved in writing by the COMMISSION.

**6.6 GROUND DISTURBING ACTIVITIES.** The CONTRACTOR shall not initiate any ground disturbing activities including construction of ditches or ponds, vegetation manipulation, or application of pesticide, herbicide, or fertilization upon the grazing lands without prior written approval from the COMMISSION. These restrictions do not exempt the CONTRACTOR from the annual fire lane maintenance requirement.

**6.7 FIRE LANES/PERFORMANCE BOND.** No less than once every 12 months between April 15 and June 15 of each calendar year, the CONTRACTOR shall disk existing fire lanes of no less than ten foot widths. Such fire lanes shall divide established burn units and completely encircle the perimeter of the contracted area as identified in Exhibit B, attached hereto; **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE #1 FIRELINES.** Such fire lanes shall be disked two times with a minimum disked depth of six inches, while maintaining natural topography (i.e. soil remains in fire lane to avoid creating a ditch). The CONTRACTOR may request from the COMMISSION, in writing, an extension of time past June 15 of any year for such disking in the event of wet conditions which make such disking impractical.

The CONTRACTOR may request from the COMMISSION, in writing, to disk fire lanes in a different time of year. CONTRACTOR shall disk fire lanes following written acceptance of the request by the Contract Manager. Such request for extension shall be made by the CONTRACTOR on or before April 30 of said calendar year. Approval for such extension must be in writing from the COMMISSION and shall specify the date upon which the extension shall expire. The granting of an extension for fire lane maintenance shall not be unreasonably withheld. The CONTRACTOR shall furnish a Performance Bond to the COMMISSION conditioned upon the provisions as herein provided. Failure of the CONTRACTOR to properly disk no earlier than April 15 of each calendar year and no later than June 15 of each calendar year or such date upon which any extension shall expire if such extension is approved by the COMMISSION, shall allow the COMMISSION to make a claim on the Performance Bond. In the event of such a claim, the CONTRACTOR shall provide the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

**6.8 BURNING.** The CONTRACTOR specifically agrees not to willfully set fire, or allow any agent or employee of the CONTRACTOR to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of the CONTRACT after review by the

COMMISSION. If it is determined by the COMMISSION that the CONTRACTOR was negligent, the negligence shall provide grounds for a claim against the CONTRACTOR's Performance Bond.

6.9 **VEHICLES.** The CONTRACTOR shall register with the CONTRACT MANAGER any vehicles used by the CONTRACTOR, its agents and employees on the grazing lands and shall have a permit from the Contract Manager in any such vehicle while on the grazing lands. The permit shall be displayed upon demand of the COMMISSION.

6.10 **CAMPING.** The CONTRACTOR shall not allow camping, except as approved in writing by the COMMISSION and at campsites designated by the COMMISSION.

6.11 **GATHERING NOTICE.** The CONTRACTOR shall give no fewer than seven days written notice to the COMMISSION and other CONTRACTOR's whose use or contract adjoins the grazing lands, prior to the gathering or round-up of cattle within the grazing lands.

6.12 **REGULATIONS:** The CONTRACTOR shall abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and use of the grazing lands for outdoor recreational purposes as hereinafter provided, and the CONTRACTOR shall be responsible to the COMMISSION under this CONTRACT for its agents and employees so abiding by all such laws, rules and regulations.

6.13 **ASSIGNMENT:** The CONTRACTOR shall not assign any or all of the rights, liabilities, duties or obligations of the CONTRACT nor subcontract any part of the grazing lands, without the prior written approval of the COMMISSION.

6.14 **INDEMNITY:** 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.

6.15 **INSURANCE:** The CONTRACTOR shall, throughout the term of this CONTRACT, at his own cost and expense, provide, maintain and keep in force general liability insurance (including personal injury and property damage), insuring against liability for injury to persons or property occurring in, on or about the property or arising out of CONTRACTOR's possession, use, occupancy or maintenance thereof in an amount not less than \$500,000 (Five Hundred Thousand Dollars) per occurrence and \$1,000,000 annual aggregate for bodily injury and not less than \$100,000 per occurrence and \$300,000 annual aggregate for property damage and comprehensive automobile liability coverage with limits of not less than \$300,000 combined single limit for bodily injury and property damage. The COMMISSION shall be named as an additional insured, under such insurance.

CONTRACTOR is to ensure the General Liability Insurance Company issuing the Certificate of Liability Insurance indicates the Florida Fish and Wildlife Conservation

COMMISSION, 620 South Meridian Street, Tallahassee, FL 32399-1600 as Certificate Holder section of the certificate form and references the FWC Contract Number in the Description of Operations section of the form.

Failure of the CONTRACTOR to provide Insurance or to continuously maintain the insurance in effect during the term of this Contract may be grounds to find the CONTRACTOR in default, which could include; cancellation of the Contract, and/or the CONTRACTOR removal from the Commission's approved vendor list for future solicitations.

**6.16 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 principles. 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.

**6.17 EXOTIC VEGETATION:** In an effort to control exotic plants such as Tropical Soda Apple, all cattle shall be held six (6) days in a quarantine pen (Tropical Soda Apple and all other exotic plants free), outside of the state lands, before being released on the **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE #1**. During that period, the quarantine pen and grazing units will be inspected at various times by the Contract Manager. If it can be determined that the CONTRACTORS' cattle are spreading the Tropical Soda Apple because cattle were not held for the full required quarantined period, then the CONTRACTOR will be responsible for the elimination of the Tropical Soda Apple.

Exotic plant elimination shall be done in accordance with Attachment B attached hereto, Tropical Soda Apple Best Management Practices (BMP). Failure to remedy the situation in a timely manner shall result in cancellation of the CONTRACT, forfeiture of Performance Bond and immediate payment of remaining CONTRACT fees.

Tropical Soda Apple is listed as a state noxious weed (B-57.007 F.A.C.). Movement of this plant within the State of Florida without a permit is illegal.

**7. COMMISSION ACTIVITIES AND RESPONSIBILITIES.** In consideration of this Contract, COMMISSION permits CONTRACTOR to utilize the Property to CONTRACTOR'S benefit in accordance with this Contract. The COMMISSIONS' activities and responsibilities in regard to the Property will be as follows:

**7.1 LAND MANAGEMENT AND PUBLIC USE.** COMMISSION shall retain the right to access and utilize the Property in all ways, it being understood by the parties that

the CONTRACTOR'S activities on the Property under this Contract are strictly limited to activities specifically permitted by this Contract. COMMISSION will continue to conduct public recreation and general management activities, including but not limited to public hunting and fishing, without interference from the CONTRACTOR. The COMMISSION may engage in land management, controlled burns and exotic plant control activities which include areas of the Property and immediately adjacent to the Property. All prescribed burning shall be performed by COMMISSION personnel, or under COMMISSION supervision. The CONTRACTOR shall not willfully nor negligently set fire, or allow any agent or employee of the CONTRACTOR to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of this Contract.

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

## **8. COMMISSION'S RIGHTS AND RESPONSIBILITIES**

**8.1 FENCE:** The COMMISSION, at its discretion, may install new fencing, and shall coordinate such activities with those of the CONTRACTOR.

**8.2 BURNING:** All burning prescribed and otherwise shall be conducted by the COMMISSION.

**8.3 OUTDOOR RECREATION:** The COMMISSION shall have the right to conduct public outdoor recreational activities on the grazing lands, including but not limited to controlled public hunting and fishing, without interference from the CONTRACTOR activities authorized under this CONTRACT.

**8.4 WILDLIFE MANAGEMENT EXCLUSIVITY:** The COMMISSION shall have the right to withdraw/add certain acreage from the CONTRACT and from/to the CONTRACTORS' cattle grazing use of such acreage, when reasonably necessary or expedient for the proper management of wildlife, upon written notice to the CONTRACTOR with no fewer than 60 days prior to such withdrawal/add of such acreage, the COMMISSION may fence such acreage so withdrawn/added at its sole expense. Withdrawal/add of such acreage shall cause the CONTRACT payment to be adjusted accordingly.

**8.5 MINERAL USE:** The COMMISSION shall have the right to remove or cause to be removed any or all minerals, oil or gas occurring on the grazing lands. It is specifically understood that the rights of the CONTRACTOR are confined solely to the grazing of cattle.

8.6 **OTHER USES:** The COMMISSION shall have the right to conduct any other activity not specified that is not reasonably inconsistent with and does not unreasonably interfere with cattle grazing uses.

**9. SPECIAL CONDITIONS**

9.1 **CONTRACT ADJUSTMENTS:** The annual CONTRACT payment shall be adjusted in accordance to the difference of the previous two (2) years' annual average calf prices in the Annual Livestock Summary (ALS), published by the Florida Crop and Livestock Reporting Service in August. Such adjustment shall be made to the subsequent invoice. The initial annual CONTRACT payment to be paid by CONTRACTOR to the COMMISSION shall increase or decrease by the same percentage of increase or decrease indicated in the ALS as to annual average calf prices.

In addition, the initial annual CONTRACT payment shall be adjusted if the COMMISSION increases or decreases the stocking rate. The COMMISSION shall notify the CONTRACTOR in writing of any stocking rate adjustments. Within thirty (30) days of date of invoice, the CONTRACTOR shall pay the COMMISSION the amount of such adjustment. The annual CONTRACT payment shall also be adjusted if the COMMISSION withdraws acreage for management purposes or if the State sells a part of the grazing lands which affects the CONTRACTOR. Within thirty (30) days of written notice by the COMMISSION, the CONTRACTOR shall adjust cattle stocking rates or remove the cattle from the acreage withdrawn or sold, accordingly. The COMMISSION shall rebate the amount of such adjustment to the CONTRACTOR.

9.2 **PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS:** All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

9.3 **LATE FEE:** Should the CONTRACTOR fail to make the semiannual CONTRACT payment, CONTRACTOR shall be charged interest at the rate of one and one-half percent (1 ½%) per month, or fraction thereof, on the amount of the delinquent payment beginning the first day following the due date of payment until paid. Any court costs and attorney's fees required to collect past due CONTRACT payments will be at the expense of the CONTRACTOR.

9.4 **TERMINATION:** This CONTRACT may be terminated in the following ways:

- a. This CONTRACT shall terminate immediately upon the COMMISSION giving written notice to the CONTRACTOR in the event of fraud or willful misconduct or breach of this CONTRACT. The COMMISSION at its option may allow up to thirty (30) calendar days to correct a breach of this CONTRACT.
- b. This CONTRACT shall terminate upon the COMMISSION giving written notice to the CONTRACTOR in the event the annual CONTRACT payment is not paid when due. Such termination is at the option of the COMMISSION.
- c. This CONTRACT shall terminate upon the COMMISSION giving written notice to the CONTRACTOR, in the event the CONTRACTOR, his agents or employees fail to abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater

aquatic life, and the use of grazing lands for outdoor recreational purposes as herein provided, or for failing to abide by other laws and rules of the State of Florida.

d. This CONTRACT shall terminate sixty (60) days following the COMMISSION giving written notice to the CONTRACTOR that the grazing lands are to be sold. Within thirty (30) days of confirmation by the COMMISSION that CONTRACTOR has to remove his cattle, the COMMISSION shall rebate the prorated share of the annual contract payment to the CONTRACTOR.

e. This CONTRACT may be terminated by the COMMISSION in its sole discretion upon thirty (30) days written notice to the CONTRACTOR in the event the continuation of cattle grazing activities on the premises are found to be incompatible with the COMMISSIONS' management plans or activities on the **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE #1**.

f. If the CONTRACT is terminated upon written notice, the CONTRACTOR shall have thirty (30) days after receipt of the written notice in which to remove his cattle from the grazing lands.

g. Either party may terminate this Contract, for any reason, by giving written notice to the other party specifying the termination date, at least 60 days prior to the termination date specified in the notice. In the event of termination under this provision by the COMMISSION, the CONTRACTOR may be given reasonable time, determined by the sole discretion of the COMMISSION, to remove equipment, etc. In the event of termination under this provision by the CONTRACTOR, the CONTRACTOR must ensure all provisions that impact the condition of the WMA (fencing, roads, etc) and/or payments owed must be paid in full including any partial payments due the COMMISSION for use days since last payment before contract closeout.

**9.5 RELATIONSHIP OF PARTIES:** It is understood that an employer-employee relationship does not exist between the COMMISSION and CONTRACTOR. There is no conflict of interest or any other prohibited relationship between the CONTRACTOR and the COMMISSION

**9.6 NOTICE** Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

CONTRACTOR:  
C & S Citrus Services, Inc.  
Carroll Phillips  
117 Parkland Drive  
Lake Placid, FL 33852

COMMISSION:  
Paden Woodruff  
Division of Habitat and Species Conservation  
620 South Meridian Street  
Tallahassee, Florida 32399-1600

9.7 **NON-DISCRIMINATION:** No person, on the grounds of race, color, religion, sex, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

9.8 **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.

9.9 **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.

9.10 **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(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

9.11 **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.

9.12 **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 third party.

9.13 **JURY TRIAL WAIVER:** As consideration of 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.

9.14 **RELATIONSHIP OF THE PARTIES:** The CONTRACTOR shall perform as an independent contractor and not as an agent, representative, or employee of the COMMISSION.

9.15 **OTHER AGREEMENTS:** This CONTRACT and corresponding solicitation materials and addenda, if any, and the successful proposal contains the complete CONTRACT between the COMMISSION and the CONTRACTOR and, as of the effective date hereof, shall supersede all other agreements, communication or representations, either verbal or written, between the COMMISSION and CONTRACTOR.

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

9.17 **PUBLIC RECORDS:** The COMMISSION reserves the right to unilaterally cancel this CONTRACT 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.

9.18 **NO THIRD PARTY BENEFICIARIES:** This CONTRACT in no way affords to any third party legal benefits or otherwise the ability to enforce provisions of this CONTRACT.

9.19 **MODIFICATION OR AMENDMENT OF CONTRACT:** No waiver, or modification or amendment of this CONTRACT or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the party to be charged therewith. It is the intention of the COMMISSION and the CONTRACTOR that no evidence of any waiver, or modification or amendment shall be offered or received in evidence in any proceeding or litigation between the parties arising out of or affecting this CONTRACT unless such waiver, or modification or amendment is in writing and executed as aforesaid. The provisions of this section shall not be waived without compliance with said writing and execution requirements.

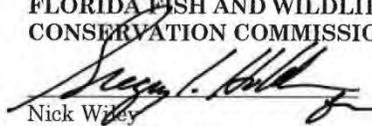
9.20 **ENTIRE AGREEMENT:** This CONTRACT with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this CONTRACT shall only be valid when they have been reduced to writing, and duly signed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

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

**(NAME OF CONTRACTOR)**

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

C & S Citrus Service Inc.



Nick Wiley  
Executive Director

Name: Canoll Phillips

Title: Pres

Date: 6/10/13

Date: 6.17.13

Approved as to form and legality:

  
COMMISSION Attorney

Date: 5/30/13

**Attachments and Exhibits in this Contract include the following:**

Attachment	A	Scope of Work
Attachment	B	SS-AGR-77, Tropical Soda Apple Information Bulletin
Attachment	C	Fence Specifications
Exhibit	A	Babcock/Webb WMA Grazing Pasture #1
Exhibit	B	Babcock/Webb WMA Pasture #1 Fire lines

**CONTRACT FOR  
CATTLE GRAZING ON BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA),  
PASTURE #2**

This CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereinafter "COMMISSION" and Payton S. Tilton, whose address is 154 Litzell Road, Interlachen, Florida 32148, hereinafter called the "CONTRACTOR". If the CONTRACTOR is a corporation, its Florida corporate status must be current and an individual must sign as the guarantor.

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

1. **PROJECT DESCRIPTION.** The CONTRACTOR shall be provided access to the **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE #2** to perform cattle grazing activities on the property as specified herein and shall perform those specific responsibilities and obligations, as set forth in the Scope of Work attached as Attachment A. The term "Scope of Work" when used in this Contract shall include Attachments A, B, and C and Exhibits A and B,

This CONTRACT is entered into pursuant to the COMMISSION's Invitation to Bid (ITB) FWC 12/13-52, the CONTRACTOR's Bid and the COMMISSION's Grazing Plan, of which all three are attached hereto and made an integral part of this CONTRACT. In the event of conflict between this CONTRACT and Attachments A, B, or C, the terms of this CONTRACT shall govern.

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

3. **PROPERTY.** The property on which these activities described in this Contract will occur is described in Exhibit A of this Contract (the property). This is a Contract for the provision of cattle grazing by the CONTRACTOR, and shall not be construed to be a lease of real property.

4. **TERM; RENEWAL.** This Contract shall begin upon execution by both parties and end five (5) years thereafter, inclusive unless terminated earlier in accordance with its term. This Contract may be renewed for up to five (5) years, or for a total term not to exceed the original Contract period, whichever is longer. The stocking rate, number of Animal Units and acreage of the Contract during any renewal period shall be determined prior to the conclusion of the initial or subsequent terms. Reference herein to the "term" of this Contract shall include any renewal. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract; provided that the parties may by mutual agreement change such terms and conditions. Renewal amendments must be executed prior to the completion date of the Contract. All renewals are contingent upon satisfactory performance by the CONTRACTOR.

5. **AMENDMENT OR MODIFICATION.** No waiver or modification of this CONTRACT or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties.

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

6.1 **CONTRACTUAL PAYMENT SCHEDULE.** The CONTRACTOR shall submit the first semi-annual payment and the \$20,000.00 Performance Bond within ten (10) consecutive calendar days after the execution of the contract. The COMMISSION shall invoice the CONTRACTOR for subsequent semiannual payments. CONTRACTOR shall provide a Performance Bond each renewal period on or before the expiration date of the previous bond issued. All invoice payments shall be submitted to the Florida Fish and Wildlife Conservation COMMISSION, Finance & Budget Office, Post Office Box 6150, Tallahassee, FL 32314-6150.

The Performance Bond shall be submitted to the COMMISSION's Tallahassee Purchasing Office to the attention of ITB FWC 12/13-52, assigned Purchasing Agent with a copy sent to the Wildlife and Habitat Management (WHM) Section Leader. The bond must state on its front page: the name, principal business address, and phone number of the CONTRACTOR, the Surety, the COMMISSION's full name, the purchase order or contract number assigned to the project by the COMMISSION, and a description of the property and a general description of the project. Please note: A Notice to Proceed will not be issued until after the required bond has been received.

The Bond shall be issued from a reliable Surety Company acceptable to the COMMISSION, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. CONTRACTOR is to ensure the Surety Company includes in the performance bond language pertaining to payment in case the CONTRACTOR does not perform the yearly fire lane disking requirement, fence maintenance or in case of a default violation according to contract. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Performance Bond shall be borne by the CONTRACTOR.

In lieu of a Performance Bond, the COMMISSION may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

The performance bond total value will be based on the total income derived based upon 12 month period which is calculated by using the animal units allowed on the WMA times the cost of an animal unit (rate bid) plus the estimated cost of disking fire lanes each year (@\$30.00 per mile). The performance bond number calculated will be round up to nearest \$5000 increment. Example: If the total number comes to \$17,595.00 then the annual bond requirement will be set at \$20,000.

Work shall not begin before the COMMISSION receives the Performance Bond and Power of Attorney. Failure to provide a Performance Bond and Power of Attorney may be grounds to find the Vendor in default, which could include; cancellation of the contract, and/or the Vendor's removal from the State's approved vendor list for future solicitations.

Failure of the CONTRACTOR to provide the initial Performance Bond within ten (10) consecutive calendar days after execution of the contract or provide a new bond annually within thirty (30) consecutive calendar days of the COMMISSIONS semi-annual invoice date during the term of this Contract may be grounds to find the CONTRACTOR in default, which could include; cancellation of the Contract, and/or the CONTRACTOR removal from the FWC approved vendor list for future solicitations.

The CONTRACTOR is required to submit the original of the Performance Bond and original of the Power of Attorney to the COMMISSION'S Tallahassee Purchasing Office to the attention of the COMMISSION'S, Contract Administrator, in order to secure the payment and performance of the CONTRACTOR'S obligations under this Contract. Additionally, the CONTRACTOR is required to provide a copy of the bond and power of attorney to the Wildlife and Habitat Management (WHM) Section Leader. This requirement is in effect for both the original issuance and the yearly renewals during the term of this Contract. Below are the addresses for which the CONTRACTOR shall send the originals and copies of the documents after each issuance event:

ORIGINALS MAILED TO:

Florida Fish and Wildlife Conservation Commission  
Attn: Purchasing Office, Contract Administrator  
FWC 12/13-52  
620 South Meridian Street, Room 364  
Tallahassee, Florida, 32399-1600

COPY OF ORIGINALS MAILED TO:

Florida Fish and Wildlife Conservation Commission  
Attn: HSC/WHM, Section Leader, M/S – 10  
Attn: WHM Contract Manager

620 South Meridian Street  
Tallahassee, Florida, 32399-1600

**6.2 STOCKING RATE.** The CONTRACTOR shall semi-annually pay the COMMISSION \$ 41.01 per animal grazing unit for the first year of grazing (\$5,659.38 semi-annually for a first year total of \$11,318.76). The payment will be adjusted annually as noted in Section 9.1 below. Cattle shall be stocked at a rate not to exceed 276 animal grazing units on **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE #2** as identified in Exhibit A attached hereto. The stocking rate may only be increased with written permission by the COMMISSION. The stocking rate may be decreased by the COMMISSION upon written notice to the CONTRACTOR if grazing is excessive for optimum wildlife management. The CONTRACTOR shall accordingly increase or decrease such stocking rate within 60 days of written notice by the COMMISSION.

The CONTRACTOR shall provide the Contract Manager with an Annual Forage Assessment and Maximum Stocking Rate estimate performed by either a local NRCS extension office, or a professional rangeland consultant by January 31<sup>st</sup> each year.

**6.3 MARKING OWNERSHIP.** The CONTRACTOR shall mark all cattle with the CONTRACTOR's brand, tag, or other owner identification before releasing the cattle for grazing on the above COMMISSION land. The CONTRACTOR shall mark all calves born in the grazing lands at the first gathering after their births, which shall be undertaken within six months of such births. All cattle grazed under this CONTRACT shall be the property of the CONTRACTOR and therefore the sole responsibility of the CONTRACTOR.

**6.4 FENCE MAINTENANCE/PERFORMANCE BOND.** The CONTRACTOR shall maintain all grazing lands, exterior and interior fences and cattle guards in good and operable condition. The CONTRACTOR shall perform necessary fence replacement and repair in accordance with specifications for fence construction detailed in Attachment D, (attached). All fences, gates and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property. Replacement and/or repair of all posts, cattle guards, gates, material and labor shall be at the sole and exclusive expense of the CONTRACTOR, except as stated under "COMMISSION RESPONSIBILITIES." the CONTRACTOR shall promptly remove storm debris from fencing and make the appropriate repairs. The CONTRACTOR shall relinquish all fences, including posts, gates, and cattle guards in good working condition, to the COMMISSION upon termination of this CONTRACT. Furthermore, the CONTRACTOR shall be required to use only the COMMISSION's furnished key or combination locks for said gates.

The CONTRACTOR shall furnish a Performance Bond to the COMMISSION conditioned upon the provisions as herein provided. Failure of the CONTRACTOR to properly maintain fencing shall allow the COMMISSION to make a claim on the Performance Bond. In the event of such a claim, the CONTRACTOR shall provide

the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

**6.5 GRAZING ACCOUTREMENTS.** The CONTRACTOR shall be required to have the COMMISSION's Contract Manager's written permission to construct or make any physical alterations or improvements to the grazing lands. The CONTRACTOR shall be required to maintain all interior fences in accordance with specifications in Attachment D and other constructed physical alterations or improvements to the grazing lands that are necessary to the CONTRACTOR's grazing operations and which are necessary for the CONTRACTOR to fulfill the covenants to which he or she is bound. The CONTRACTOR shall not cross-fence the grazing lands without prior written approval of the COMMISSION. Hay shall not be brought onto the property for supplemental feeding. Pellets, minerals and liquid feeds are allowed. All supplemental feeding sites shall be rotated every 90 days unless written approval is given by the COMMISSION. All approved cross fences and related constructed physical alterations or improvements constructed solely at the expense of the CONTRACTOR shall remain the property of the CONTRACTOR and the CONTRACTOR shall expeditiously remove same upon termination of this CONTRACT and shall reasonably restore such grazing lands to the condition existing prior to the construction of such physical alterations and improvements, except as otherwise approved in writing by the COMMISSION.

**6.6 GROUND DISTURBING ACTIVITIES.** The CONTRACTOR shall not initiate any ground disturbing activities including construction of ditches or ponds, vegetation manipulation, or application of pesticide, herbicide, or fertilization upon the grazing lands without prior written approval from the COMMISSION. These restrictions do not exempt the CONTRACTOR from the annual fire lane maintenance requirement.

**6.7 FIRE LANES/PERFORMANCE BOND.** No less than once every 12 months between April 15 and June 15 of each calendar year, the CONTRACTOR shall disk existing fire lanes of no less than ten foot widths. Such fire lanes shall divide established burn units and completely encircle the perimeter of the contracted area as identified in Exhibit B, attached hereto; **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE #2 FIRELINES.** Such fire lanes shall be disked two times with a minimum disked depth of six inches, while maintaining natural topography (i.e. soil remains in firelane to avoid creating a ditch). The CONTRACTOR may request from the COMMISSION, in writing, an extension of time past June 15 of any year for such disking in the event of wet conditions which make such disking impractical.

The CONTRACTOR may request from the COMMISSION, in writing, to disk fire lanes in a different time of year. CONTRACTOR shall disk fire lanes following written acceptance of the request by the Contract Manager. Such request for extension shall be made by the CONTRACTOR on or before April 30 of said calendar year. Approval for such extension must be in writing from the COMMISSION and shall specify the date upon which the extension shall expire. The granting of an extension for fire lane maintenance shall not be unreasonably withheld. The CONTRACTOR shall furnish a Performance Bond to the

COMMISSION conditioned upon the provisions as herein provided. Failure of the CONTRACTOR to properly disk no earlier than April 15 of each calendar year and no later than June 15 of each calendar year or such date upon which any extension shall expire if such extension is approved by the COMMISSION, shall allow the COMMISSION to make a claim on the Performance Bond. In the event of such a claim, the CONTRACTOR shall provide the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

**6.8 BURNING.** The CONTRACTOR specifically agrees not to willfully set fire, or allow any agent or employee of the CONTRACTOR to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of the CONTRACT after review by the COMMISSION. If it is determined by the COMMISSION that the CONTRACTOR was negligent, the negligence shall provide grounds for a claim against the CONTRACTOR's Performance Bond.

**6.9 VEHICLES.** The CONTRACTOR shall register with the CONTRACT MANAGER any vehicles used by the CONTRACTOR, its agents and employees on the grazing lands and shall have a permit from the Contract Manager in any such vehicle while on the grazing lands. The permit shall be displayed upon demand of the COMMISSION.

**6.10 CAMPING.** The CONTRACTOR shall not allow camping, except as approved in writing by the COMMISSION and at campsites designated by the COMMISSION.

**6.11 GATHERING NOTICE.** The CONTRACTOR shall give no fewer than seven days written notice to the COMMISSION and other CONTRACTOR's whose use or contract adjoins the grazing lands, prior to the gathering or round-up of cattle within the grazing lands.

**6.12 REGULATIONS:** The CONTRACTOR shall abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and use of the grazing lands for outdoor recreational purposes as hereinafter provided, and the CONTRACTOR shall be responsible to the COMMISSION under this CONTRACT for its agents and employees so abiding by all such laws, rules and regulations.

**6.13 ASSIGNMENT:** The CONTRACTOR shall not assign any or all of the rights, liabilities, duties or obligations of the CONTRACT nor subcontract any part of the grazing lands, without the prior written approval of the COMMISSION.

**6.14 INDEMNITY:** 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.

**6.15 INSURANCE:** The CONTRACTOR shall, throughout the term of this CONTRACT, at his own cost and expense, provide, maintain and keep in force general liability insurance (including personal injury and property damage), insuring against liability for injury to persons or property occurring in, on or about the property or arising out of CONTRACTOR's possession, use, occupancy or maintenance thereof in an amount not less than \$500,000 (Five Hundred Thousand Dollars) per occurrence and \$1,000,000 annual aggregate for bodily injury and not less than \$100,000 per occurrence and \$300,000 annual aggregate for property damage and comprehensive automobile liability coverage with limits of not less than \$300,000 combined single limit for bodily injury and property damage. The COMMISSION shall be named as an additional insured, under such insurance.

CONTRACTOR is to ensure the General Liability Insurance Company issuing the Certificate of Liability Insurance indicates the Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600 is the Certificate Holder in the Certificate Holder section of the Certificate Form and references the FWC Contract Number in the Description of Operations section of the form.

Failure of the CONTRACTOR to provide Insurance or to continuously maintain the insurance in effect during the term of this Contract may be grounds to find the CONTRACTOR in default, which could include; cancellation of the Contract, and/or the CONTRACTOR removal from the Commission's approved vendor list for future solicitations.

**6.16 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 principles. 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.

**6.17 EXOTIC VEGETATION:** In an effort to control exotic plants such as Tropical Soda Apple, all cattle shall be held six (6) days in a quarantine pen (Tropical Soda Apple and all other exotic plants free), outside of the state lands, before being released on the **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE #2**. During that period, the quarantine pen and grazing units will be inspected at various times by the Contract Manager. If it can be determined that the CONTRACTORS' cattle are spreading the Tropical Soda Apple because

cattle were not held for the full required quarantined period, then the CONTRACTOR will be responsible for the elimination of the Tropical Soda Apple.

Exotic plant elimination shall be done in accordance with Attachment C attached hereto, Tropical Soda Apple Best Management Practices (BMP). Failure to remedy the situation in a timely manner shall result in cancellation of the CONTRACT, forfeiture of Performance Bond and immediate payment of remaining CONTRACT fees.

Tropical Soda Apple is listed as a state noxious weed (B-57.007 F.A.C.). Movement of this plant within the State of Florida without a permit is illegal.

7. **COMMISSION ACTIVITIES AND RESPONSIBILITIES.** In consideration of this Contract, COMMISSION permits CONTRACTOR to utilize the Property to CONTRACTOR'S benefit in accordance with this Contract. The COMMISSIONS' activities and responsibilities in regard to the Property will be as follows:

7.1 **LAND MANAGEMENT AND PUBLIC USE.** COMMISSION shall retain the right to access and utilize the Property in all ways, it being understood by the parties that the CONTRACTOR'S activities on the Property under this Contract are strictly limited to activities specifically permitted by this Contract. COMMISSION will continue to conduct public recreation and general management activities, including but not limited to public hunting and fishing, without interference from the CONTRACTOR. The COMMISSION may engage in land management, controlled burns and exotic plant control activities which include areas of the Property and immediately adjacent to the Property. All prescribed burning shall be performed by COMMISSION personnel, or under COMMISSION supervision. The CONTRACTOR shall not willfully nor negligently set fire, or allow any agent or employee of the CONTRACTOR to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of this Contract.

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

8. **COMMISSION'S RIGHTS AND RESPONSIBILITIES**

8.1 **FENCE:** The COMMISSION, at its discretion, may install new fencing, and shall coordinate such activities with those of the CONTRACTOR.

8.2 **BURNING:** All burning prescribed and otherwise, shall be conducted by the COMMISSION.

8.3 **OUTDOOR RECREATION:** The COMMISSION shall have the right to conduct public outdoor recreational activities on the grazing lands, including but not limited to controlled public hunting and fishing, without interference from the CONTRACTOR activities authorized under this CONTRACT.

8.4 **WILDLIFE MANAGEMENT EXCLUSIVITY:** The COMMISSION shall have the right to withdraw/add certain acreage from the CONTRACT and from/to the CONTRACTORS' cattle grazing use of such acreage, when reasonably necessary or expedient for the proper management of wildlife, upon written notice to the CONTRACTOR with no fewer than 60 days prior to such withdrawal/add of such acreage, the COMMISSION may fence such acreage so withdrawn/added at its sole expense. Withdrawal/add of such acreage shall cause the CONTRACT payment to be adjusted accordingly.

8.5 **MINERAL USE:** The COMMISSION shall have the right to remove or cause to be removed any or all minerals, oil or gas occurring on the grazing lands. It is specifically understood that the rights of the CONTRACTOR are confined solely to the grazing of cattle.

8.6 **OTHER USES:** The COMMISSION shall have the right to conduct any other activity not specified that is not reasonably inconsistent with and does not unreasonably interfere with cattle grazing uses.

## 9. **SPECIAL CONDITIONS**

9.1 **CONTRACT ADJUSTMENTS:** The annual CONTRACT payment shall be adjusted in accordance to the difference of the previous two (2) years' annual average calf prices in the Annual Livestock Summary (ALS), published by the Florida Crop and Livestock Reporting Service in August. Such adjustment shall be made to the subsequent invoice. The initial annual CONTRACT payment to be paid by CONTRACTOR to the COMMISSION shall increase or decrease by the same percentage of increase or decrease indicated in the ALS as to annual average calf prices.

In addition, the initial annual CONTRACT payment shall be adjusted if the COMMISSION increases or decreases the stocking rate. The COMMISSION shall notify the CONTRACTOR in writing of any stocking rate adjustments. Within thirty (30) days of date of invoice, the CONTRACTOR shall pay the COMMISSION the amount of such adjustment. The annual CONTRACT payment shall also be adjusted if the COMMISSION withdraws acreage for management purposes or if the State sells a part of the grazing lands which affects the CONTRACTOR. Within thirty (30) days of written notice by the COMMISSION, the CONTRACTOR shall adjust cattle stocking rates or remove the cattle from the acreage withdrawn or sold, accordingly. The COMMISSION shall rebate the amount of such adjustment to the CONTRACTOR.

**9.2 PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS:** All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

**9.3 LATE FEE:** Should the CONTRACTOR fail to make the semiannual CONTRACT payment, CONTRACTOR shall be charged interest at the rate of one and one-half percent (1 ½%) per month, or fraction thereof, on the amount of the delinquent payment beginning the first day following the due date of payment until paid. Any court costs and attorney's fees required to collect past due CONTRACT payments will be at the expense of the CONTRACTOR.

**9.4 TERMINATION:** This CONTRACT may be terminated in the following ways:

a. This CONTRACT shall terminate immediately upon the COMMISSION giving written notice to the CONTRACTOR in the event of fraud or willful misconduct or breach of this CONTRACT. The COMMISSION at its option may allow up to thirty (30) calendar days to correct a breach of this CONTRACT.

b. This CONTRACT shall terminate upon the COMMISSION giving written notice to the CONTRACTOR in the event the annual CONTRACT payment is not paid when due. Such termination is at the option of the COMMISSION.

c. This CONTRACT shall terminate upon the COMMISSION giving written notice to the CONTRACTOR, in the event the CONTRACTOR, his agents or employees fail to abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and the use of grazing lands for outdoor recreational purposes as herein provided, or for failing to abide by other laws and rules of the State of Florida.

d. This CONTRACT shall terminate sixty (60) days following the COMMISSION giving written notice to the CONTRACTOR that the grazing lands are to be sold. Within thirty (30) days of confirmation by the COMMISSION that CONTRACTOR has to remove his cattle, the COMMISSION shall rebate the prorated share of the annual contract payment to the CONTRACTOR.

e. This CONTRACT may be terminated by the COMMISSION in its sole discretion upon thirty (30) days written notice to the CONTRACTOR in the event the continuation of cattle grazing activities on the premises are found to be incompatible with the COMMISSIONS' management plans or activities on the **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE #2**.

f. If the CONTRACT is terminated upon written notice, the CONTRACTOR shall have thirty (30) days after receipt of the written notice in which to remove his cattle from the grazing lands.

g. Either party may terminate this Contract, for any reason, by giving written notice to the other party specifying the termination date, at least 60 days prior to the termination date specified in the notice. In the event of termination under this provision by the COMMISSION, the CONTRACTOR may be given reasonable time, determined by the sole discretion of the COMMISSION, to remove equipment, etc. In the event of termination under

this provision by the CONTRACTOR, the CONTRACTOR must ensure all provisions that impact the condition of the WMA (fencing, roads, etc) and/or payments owed must be paid in full including any partial payments due the COMMISSION for use days since last payment before contract closeout.

9.5 **RESPONSIBLE PARTIES:** It is understood that an employer-employee does not exist between the COMMISSION and CONTRACTOR. There is no conflict interest or any other prohibited relationship between the CONTRACTOR and the COMMISSION

9.6 **NOTICE** Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

**CONTRACTOR:**  
Payton S. Tilton  
154 Litzell Road  
Interlachen, FL 32148

**COMMISSION:**  
Paden Woodruff  
Contract Manager  
Division of Species and Habitat Conservation  
620 South Meridian Road  
Tallahassee, FL 32399-1600

9.7 **NON-DISCRIMINATION:** No person, on the grounds of race, color, religion, sex, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

9.8 **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.

9.9 **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.

**9.10 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(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

**9.11 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.

**9.12 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 third party.

**9.13 JURY TRIAL WAIVER:** As consideration of 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.

**9.14 RELATIONSHIP OF THE PARTIES:** The CONTRACTOR shall perform as an independent contractor and not as an agent, representative, or employee of the COMMISSION.

**9.15 OTHER AGREEMENTS:** This CONTRACT and corresponding solicitation materials and addenda, if any, and the successful proposal contains the complete CONTRACT between the COMMISSION and the CONTRACTOR and, as of the effective date hereof, shall supersede all other agreements, communication or representations, either verbal or written, between the COMMISSION and CONTRACTOR.

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

**9.17 PUBLIC RECORDS:** The COMMISSION reserves the right to unilaterally cancel this CONTRACT 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.

**9.18 NO THIRD PARTY BENEFICIARIES:** This CONTRACT in no way affords to any third party legal benefits or otherwise the ability to enforce provisions of this CONTRACT.

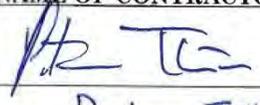
**9.19 MODIFICATION OR AMENDMENT OF CONTRACT:** No waiver, or modification or amendment of this CONTRACT or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the party to be charged therewith. It is the intention of the COMMISSION and the CONTRACTOR that no evidence of any waiver, or modification or amendment shall be offered or received in evidence in any proceeding or litigation between the parties arising out of or affecting this CONTRACT unless such waiver, or modification or amendment is in writing and executed as aforesaid. The provisions of this section shall not be waived without compliance with said writing and execution requirements.

**9.20 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**(NAME OF CONTRACTOR)**

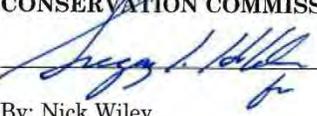


Name: Payton Tilton

Title: Owner

Date: 6/17/13

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**



By: Nick Wiley  
Executive Director

Date: 6.20.13

Approved as to form and legality:

  
COMMISSION Attorney

Date: 5/30/13

**Attachments and Exhibits in this Contract include the following:**

Attachment A	Scope of Work
Attachment B	SS-AGR-77, Tropical Soda Apple Information Bulletin
Attachment C	Fence Specifications
Exhibit A	Babcock/Webb WMA Grazing Pasture #2
Exhibit B	Babcock/Webb WMA Pasture #2 Fire lines

## LEASE AGREEMENT

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

WITNESSETH:

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

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

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

1. **DELEGATIONS OF AUTHORITY:** LESSOR'S responsibilities and obligations herein shall be exercised by the Division of Wildlife, Florida Fish and Wildlife Conservation Commission.
2. **DESCRIPTION OF PREMISES:** The property subject to this lease is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the leased premises.
3. **TERM:** The term of this sublease shall be for a period of fifty (50) years commencing the date of final execution, unless sooner terminated pursuant to the provisions of this lease.
4. **PURPOSE:** LESSEE shall manage the leased premises pursuant to the terms and conditions of the Service and Access Agreement ("Agreement") entered into on the 28<sup>th</sup> day of September 2000, by and between the State of Florida, acting through the LESSEE, and M/A-Com Private Radio Systems, Inc., which Agreement is incorporated herein by reference. LESSEE shall also be authorized to use the leased premises for other related uses, which are necessary for the accomplishment of the purposes set forth in the Agreement.
5. **QUIET ENJOYMENT AND RIGHT OF USE:** LESSEE shall have the right of ingress and egress to, from, and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
6. **UNAUTHORIZED USE:** LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.
7. **RIGHT OF INSPECTION:** LESSOR or its duly authorized agents shall have the right at any and all times to inspect the leased premises and the works and operations thereon of LESSEE, in any matter pertaining to this lease.
8. **LIABILITY:** Each party is responsible for all personal and property damage attributable to the negligent acts or omissions of the party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
9. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Department of State. The Management Plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

10. EASEMENTS: All easements other than those which are recorded as of this lease including, but not limited to, utility easements, are expressly prohibited without the prior written approval of LESSOR, which approval shall not be unreasonably withheld. Any easements not approved in writing by LESSOR shall be void and without legal effect.
11. SUBLEASES: This lease is for the purpose specified herein and subleases of the real property are prohibited with the exception that LESSOR acknowledges that LESSEE will be subleasing its interest in this lease to M/A-Com Private Radio Systems, Inc., and LESSOR hereby consents to this sublease.
12. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary, a Phase II environmental site assessment.
13. SURRENDER OF PREMISES: Upon expiration or termination of this lease, LESSEE shall immediately surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Division of Wildlife, Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, Florida, 32399, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description and an explanation of the release. The release shall only be valid if approved by LESSOR through execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon expiration or termination of this lease, the LESSEE may (I) negotiate a new lease with the LESSOR or (II) promptly remove any or all improvements and physical structures. To the extent LESSEE does not negotiate a new lease or remove all improvements, including both physical structures and modifications to the leased premises, they shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements not removed by the LESSEE upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises, a representative of the Division of Wildlife shall perform an on-site inspection and the keys to any buildings which LESSEE does not intend to remove on the leased premises shall be turned over to the Division. If the leased premises do not meet all conditions as set forth in paragraphs 18 and 21 herein, LESSEE shall, at its expense, pay all cost necessary to meet the prescribed conditions.
14. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with rule 18-2.018 (2) (h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.
15. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative code, for the purpose of obtaining a public lands arthropod control plan for such lands.
16. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purposes of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE shall be fully compensated for any and all damages that might result to the leasehold interest or LESSEE by reason of such exploration and recovery operations.
17. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.
18. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect. Provided, however, LESSOR acknowledges that LESSEE shall be subleasing its interest in this lease to M/A-Com Private Radio Systems, Inc., and M/A-Com Private Radio Systems, Inc., will be assigning its sublease interest to American Tower, L.P. and LESSOR hereby consents to this assignment.

19. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers. Removable equipment and removable improvements placed on the leased premises shall remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

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

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

22. BREACH OF COVENANTS, TERMS OR CONDITIONS: Should LESSEE breach any of the covenants, terms or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR with sixty (60) days of receipt of written notice, LESSOR may either terminate and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR. However, if default is of such a nature that it could not reasonably be performed within sixty (60) days, such sixty (60) day period shall be extended so long as LESSEE takes corrective action within the sixty (60) days and thereafter diligently and continuously works to cure the default.

23. NO WAIVER OF BREACH: The failure of LESSOR to insist on any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver by LESSOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing and signed by LESSOR.

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

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

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law ordinance, code rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in, Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to

comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws or ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substances or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

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

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

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

30. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

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

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

33. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

STATE OF FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

Approved as to Form and Legality

By: Paulson T. Robertson  
FWC Attorney

By: Victor J. Heller  
Name: ~~Alan L. Egbert, Ph.D.~~ VICTOR J. Heller  
Title: ~~Executive Director~~ Assistant Executive Director  
Date: 4-June-2002

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

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

By: [Signature]  
DMS Attorney

By: Kyranah Bahari  
Name: Kyranah Bahari  
Title: Florida State CIO  
Date: 4/3/02

PARENT TRACT

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

100.00 FEET x 100.00 FEET LEASE AREA

ing within the following described parent tract:

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

are particularly described as follows:

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

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

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

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

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

TROPICAL GULF WEB (SHEET 1 OF 3)

3013 23:01 30. 52 884

6032-187-033:481

INDICATED IN PLAN

**20.00 FEET WIDE INGRESS/EGRESS AND UTILITY EASEMENT**

lying within the following described parent tract:

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

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

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

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

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

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

Hence, leaving said Southwest corner and said Point of Commencement, run N 00°00'00" E, 100.00 feet to a 1/2" iron rod (#4596); Thence run S 90°00'00" E, 100.00 feet to a 1/2" iron rod (#4596); Thence run S 00°00'00" W, 100.00 feet to a 1/2" iron rod (#4596); Thence run N 90°00'00" W, 69.39 feet to the Point of Beginning; Thence run S 25°32'20" W, 252.70 feet; Thence run S 38°07'46" W, 144.22 feet; Thence run S 53°27'08" W, 55.05 feet to said Northeasterly right of way line and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at angle points and or boundary lines.

**20.00 FEET WIDE GUY EASEMENT "A"**

lying within the following described parent tract:

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

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

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

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

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

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

Hence, leaving said Southwest corner and said Point of Commencement, run N 00°00'00" E, 29.94 feet to the Point of Beginning; Thence run S 89°42'34" W, 181.53 feet to the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at boundary lines.

**TROPICAL GULF WEB (SHEET 2 OF 3)**

## 20.00 FEET WIDE GUY EASEMENT

lying within the following described parent tract:

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

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

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

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

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

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

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

## 20.00 FEET WIDE GUY EASEMENT "C"

lying within the following described parent tract:

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

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

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

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

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

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

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

TROPICAL GULF WEB (SHEET 3 OF 3)

Webb WMA

RIGHT-OF-WAY AGREEMENT

THIS INDENTURE made this 14 day of July, 1970 by and between the FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, with its official office in the City of Tallahassee, Leon County, Florida, hereinafter called Grantor, and the FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P. O. Box 3100, (4200 West Flagler Street) Miami, Florida, hereinafter called Grantee.

WITNESSETH:

That for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a perpetual easement for a right-of-way 170 feet in width to be used for the construction, operation and maintenance of one or more "H" frame or tower electric transmission and distribution lines, including wires, poles, anchors, towers, guys, telephone and telegraph lines and appurtenant equipment, in, over, upon and across the following described lands of the Grantor situated in the County of Charlotte and State of Florida and more particularly described as follows:

Section 7 and 18, Township 42 South, Range 25 East, and Sections 1, 2 and 12, Township 42 South, Range 24 East, and Sections 6, 7, 8, 16, 17, 20, 21, 27, 28, 34 and 35, Township 41 South, Range 24 East, Charlotte County, Florida.

The centerline of this right-of-way, 170 feet in width, is described as beginning at a point on the South line of Section 18, Township 42 South, Range 25 East which point is 386.2 feet West of the Southeast corner thereof and runs in a northwesterly direction at an angle of 70° 05' 15" with the South line of said Section 18 a distance of 547 feet to a point, said point being 365 feet northeasterly as measured on a perpendicular, from the centerline of the existing Florida Power & Light Company right-of-way as described in Supplement to Right-of-Way Agreement recorded in O. R. Book 22, Page 142 of the Public Records of Charlotte County, Florida; thence deflect 22° 48' 05" left and run in a northwesterly direction and in a straight line, parallel with and 365 feet distance from the centerline of said existing Florida Power & Light Company right-of-way, across the above described sections to a point in Section 6, Township 41 South, Range 24 East, said point being 85 feet East of the West line and 1,535 feet North of the South line of said Section 6; thence run North parallel with and 85 feet East of the West line of Section 6 to the North line of said Section 6; as shown on Florida Power & Light Company drawing, dated July 1, 1970, marked Exhibit "A", attached hereto and made a part hereof,

THIS INSTRUMENT WAS PREPARED BY W. E. EHRHARDT, JR.,  
FLORIDA POWER & LIGHT COMPANY  
P. O. BOX 1119 SARASOTA, FLORIDA

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission and distribution lines on the above described property with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above-mentioned purposes,

including the right to cut and keep clear all trees and undergrowth and other obstructions within said 170 foot right-of-way and all trees of such height on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of said electric transmission and distribution lines and also including the right of ingress and egress over adjoining lands of Grantors for the purpose of exercising the easement herein granted.

It is understood and agreed that the employees of Florida Power & Light Company, or their authorized representatives, are to be governed by the rules of the Grantor, governing management of the area, while exercising this right of ingress and egress.

The Grantee hereby agrees to maintain at its own cost and expense, gates at such places as Grantee may find it necessary to gain entrance to the lands of the Grantor for ingress and egress to the easement granted to the Grantee where such entrance is not through a regularly established and maintained gate of the Grantor.

The Grantor, however, reserves the right and privilege to use the above described right-of-way for all purposes except as might interfere with the Grantee's use, occupation or enjoyment thereof; and provided further that no building or structures other than fences will be located or constructed by Grantor on said 170 foot right-of-way.

IN WITNESS WHEREOF the said parties have caused these presents to be executed in their names and by their duly authorized officers, and their seals to be hereunto affixed this 14 day of July, 1970.

FLORIDA POWER & LIGHT COMPANY

By: Benztrigua  
Vice President

Attest: J. E. Moore  
ASSISTANT Secretary

(Corporate Seal)

FLORIDA GAME AND FRESH WATER  
FISH COMMISSION

By: William M. Blake  
Chairman

Attest: J. T. Ryals  
Director

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this 14 day of July, 1970, before me personally appeared William M. Blake and D. E. Fry, Jr., Chairman and Director, respectively, of FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said commission, and that the said instrument is the act and deed of said commission.

WITNESS my signature and official seal at Tallahassee in the County of Leon and State of Florida, this 14 day of July, 1970.

Richard M. Etkin  
Notary Public, State of Florida at Large

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Mar. 20, 1973  
Bonded By American Fire & Casualty Co.

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this 15th day of July, 1970, before me personally appeared Ben H. Fuqua and J. E. Moore, Vice President and <sup>ASSISTANT</sup> Secretary, respectively, of FLORIDA POWER & LIGHT COMPANY, a Corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami in the County of Dade and State of Florida, this 15th day of July, 1970.

Robert P. [Signature]  
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 1, 1973  
Bonded By American Fire & Casualty Co.

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

EASEMENT

THIS EASEMENT, made and entered into this 16<sup>th</sup> day of  
JUNE 2003, between the FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION, acting pursuant to its authority set forth in  
Section 372.121, Florida Statutes, hereinafter referred to as  
"GRANTOR", and SEMINOLE ELECTRIC COOPERATIVE, INC., a Florida non-  
profit corporation, its successors and assigns, hereinafter referred  
to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real  
property; and

WHEREAS, GRANTEE desires an easement across the hereinafter  
described real property for the construction and maintenance of an  
electric transmission line and related appurtenances; and

WHEREAS, GRANTOR has agreed to the proposed use of this land  
under this instrument.

NOW THEREFORE, GRANTOR, for good and valuable consideration and  
mutual covenants and agreements hereinafter contained, has granted,  
and by these presents does grant, a non-exclusive easement unto  
GRANTEE over and across the following described real property in  
Charlotte County, Florida, to wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. **TITLE DISCLAIMER:** GRANTOR does not warrant or guarantee any  
title, right or interest in or to the property described in Exhibit  
"A" attached hereto.
2. **TERM:** The term of this easement shall be for a period of fifty  
years commencing on JUNE 16, 2003, and ending on  
JUNE 16, 2053, with no option for renewal, unless sooner  
terminated pursuant to the provisions of this easement.
3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited  
to the construction and maintenance of an electric transmission line  
and related appurtenances, upon and across the property described in

Exhibit "A" during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the easement area that do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property that is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition it was upon the effective date of this easement.

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GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

4. PAYMENT: For this easement GRANTEE shall pay up to the maximum sum of \$24,000.00, as more particularly described in Section 27.

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

7. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the easement and the works and operations of GRANTEE in any matter pertaining to this easement.

8. BINDING EFFECT AND INUREMENT: This easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by GRANTOR to any assignment of this easement or any interest therein by GRANTEE.

9. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

10. INDEMNITY: GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida from any and all claims, actions lawsuits and demands of any kind or nature arising out of this easement.

11. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

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12. VENUE PRIVILEGES: GRANTOR and GRANTEE agree that GRANTOR has venue privilege as to any litigation arising from matters relating to this easement. Any such litigation between GRANTOR and GRANTEE shall be initiated and maintained only in Leon County, Florida.
13. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.
14. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.
15. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
16. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.
17. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.
18. TIME: Time is expressly declared to be of the essence of this easement.

19. CONVICTION OF FELONY: If GRANTEE or any principal thereof is convicted of a felony during the term of this easement, such conviction shall constitute, at the option of GRANTOR, grounds for termination of this easement agreement.

20. DEFAULT: Should GRANTEE, at any time during the term of this easement, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapter X or XI of the Chandler Act; or make any assignments for the benefit of its creditor; or should a receiver or trustee be appointed for GRANTEE'S property because of GRANTEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should GRANTEE'S easement interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should GRANTEE fail promptly to make the necessary returns and reports required of it by state and federal law; or should GRANTEE fail promptly to comply with all governmental regulations, both state and federal; or should GRANTEE fail to comply with any of the terms and conditions of this easement and such failure shall in any manner jeopardize the rights of GRANTOR; then, in such event, and upon the happening of either or any of said events, GRANTOR shall have the right, at its discretion, to consider the same a default on the part of GRANTEE of the terms and provisions hereof, and, in the event of such default, GRANTOR shall have the option of either declaring this easement terminated, and the interest of GRANTEE forfeited, or maintaining this easement in full force and effect and exercising all rights and remedies herein conferred upon GRANTOR. The pendency of bankruptcy proceedings or arrangement proceedings to which GRANTEE shall be a party shall not preclude GRANTOR from exercising either option herein conferred upon it. In the event GRANTEE, or the trustee or receiver of GRANTEE'S property, shall seek an injunction against GRANTOR'S exercise of either option herein conferred, such action on the part of GRANTEE, his trustee or receiver, shall

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automatically terminate this easement as of the date of the making such application, and in the event the Court shall enjoin GRANTOR from exercising either option herein conferred, such injunction shall automatically terminate this easement.

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

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

23. AUTOMATIC REVERSION: This easement is subject to automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

24. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

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

26. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

27. SPECIAL CONDITIONS: GRANTEE shall escrow the amount of \$24,000 for repairs to water control structures on the Fred C. Babcock/Cecil M. Webb Wildlife Management Area, and GRANTEE will use these funds to pay an engineer and pay for repairs as directed by, and to the satisfaction of, GRANTOR and GRANTEE. All repair work will be completed within two years from the date of commencement of this easement.

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

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

By: *Victor Heller* (SEAL)



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Witness Name

\_\_\_\_\_  
Type/print Name

Victor J. Heller

Title: Assistant Executive Director

*Rosemary Mara*  
Witness

Rosemary Mara  
Print/Type Witness Name

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20<sup>th</sup>  
day of May, 2003, by Victor J. Heller, as  
Assistant Executive Director, acting as an agent on behalf of the  
Florida Fish and Wildlife Conservation Commission. He is personally  
known to me.

*Jimmie C. Bevis*  
Notary Public, State of Florida

JIMMIE C. BEVIS

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

Commission Number



Jimmie C. Bevis  
MY COMMISSION # DD07239 EXPIRES  
December 28, 2005  
BONDED THROUGH FARM INSURANCE, INC.

Commission Expires

Approved as to Form and Legality

By: \_\_\_\_\_  
FFWCC Attorney

SEMINOLE ELECTRIC COOPERATIVE, INC.,  
a Florida non-profit corporation

By: [Signature] (SEAL)  
RICHARD J. MIDJILLA  
Type/print name

Title: EXEC VP AND G.M.

(CORPORATE SEAL)

"GRANTEE"

[Signature]  
Witness

Doris M. Sirelman  
Print/Type Witness Name

[Signature]  
Witness

THOMAS J. WESS  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16<sup>TH</sup> day  
of JUNE, 20 03, by RICHARD J. MIDJILLA of  
Seminole Electric Cooperative, Inc., a Florida non-profit corporation,  
on behalf of the corporation. He/she is personally known to me.

[Signature]  
Notary Public, State of Florida

Print/Type Notary  KENNETH L. BACHOR  
MY COMMISSION # DD 057470  
EXPIRES: December 3, 2005  
Bonded Three Notary Public Underwriters

Commission Number:

Commission Expires:

EXHIBIT "A"  
LEGAL DESCRIPTION OF THE EASEMENT

**Wayne Chance, Inc.**  
Professional Land Surveyors  
3131 NW 13<sup>th</sup> Street, Suite 36  
Gainesville, FL 32609  
(352)336-0909 Fax: (352)336-0012

EXHIBIT "A"

September 9, 2002  
SECI-CHARLOTTE 230KV LOOP

PARCEL 1 (State of Florida)  
Part of Tax Parcel No. 0073287-000000-1

LEGAL DESCRIPTION

A part of the NW1/4 of the NW1/4 of Section 6, Township 41 South, Range 24 East, Charlotte County, Florida; Being more particularly described as follows: Commence at the Northwest corner of said Section 6 and run thence S.00°26'25"E., along the west line of said section, 50.01 feet to the south right-of-way line of County Road Number 74 (100' R/W - AKA Bermont Road) and the POINT OF BEGINNING; thence S.89°34'21"E., along said right-of-way line, 461.47 feet, thence S.00°32'15"E., 386.91 feet to the north right-of-way line of the Seminole Electric Cooperative, Inc. Hardee Power Station 230KV Transmission Line (100' R/W), thence N.89°32'57"W., along said north right-of-way line, 100.01 feet to a point of intersection with the west right-of-way line of said Transmission Line, thence N.00°32'15"W., along an extension of said west right-of-way line, 314.85 feet, thence N.89°34'21"W., 361.54 feet to said west line of Section 6, thence N.00°26'25"W., along said west line, 45.01 feet to the P.O.B.

Containing 54,956 square feet or 1.262 acres more or less.