

13 Appendices

13.1 Lease Agreement/Contracts/Easements

13.1.1 Lease 4226

SALS

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA
3,280.5 Acres

LEASE AGREEMENT

TRIPLE N RANCH II

Lease Number 4226

This lease is made and entered into this 3rd day of May, 2000, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, hereinafter referred to as "LESSEE".

WITNESSETH:

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

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

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

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Osceola, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of fifty years, commencing on May 3, 2000, and ending on May 2, 2050, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.
7. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with Section 253.034, Florida Statutes, and subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written

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approval of LESSOR until the Management Plan is approved. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

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

9. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, F.S., for any buildings and improvements located on the leased premises by preparing and delivering to the Division of Risk Management, Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this lease immediately upon erection of any structures as allowed by paragraph 4 of this lease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvements on the leased premises and any changes affecting the value of the improvements shall be submitted to the following: Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

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

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

12. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

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

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

- a. After consultation with the LESSEE, LESSOR agrees to provide the LESSEE with the title, survey and

environmental products procured by the LESSOR, prior to closing.

- b. LESSOR will initiate surveying services to locate and mark boundary lines of specific parcels when necessary for immediate agency management and will provide a boundary survey of the entire acquisition project at the conclusion of all acquisition within the project boundary. Provided, however, the LESSEE may request individual parcel boundary surveys, if necessary, prior to the conclusion of acquisition activities within the project boundaries.
- c. Unless otherwise agreed to by LESSEE, LESSOR shall at its sole cost and expense, make a diligent effort to resolve all issues pertaining to all title defects, survey matters or environmental contamination associated with the leased premises, including but not limited to trash and debris, which were either known or should have been reasonably known by LESSOR at the time LESSOR acquired the leased premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by the LESSEE in resolving any issue in which the LESSEE is named as a party in any litigation or other legal or administrative proceeding.
- d. With regard to all title defects, survey matters, or environmental contamination associated with the leased premises which were not known or could not have been reasonably known by LESSOR at the time LESSOR acquired the leased premises, LESSOR and LESSEE agree to cooperate in developing an appropriate strategy for jointly resolving these matters. LESSOR acknowledges and understands that LESSEE is unable to commit any substantial amount of its routine operating funds for

the resolution of any title defect, survey matter, or environmental contamination associated with the lease premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by the LESSEE in resolving any issue in which the LESSEE is named as a party in any litigation or other legal or administrative proceeding.

15. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, written notification shall be made to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of all or any part of the leased premises. Notification shall include a legal description, this lease number and an explanation of the release. The release shall only be valid if approved by LESSOR through execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon expiration or termination of this lease, all permanent improvements, including both physical structures, and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises, a representative of the Division of State Lands shall perform an on-site inspection and the keys to any buildings on the leased premises shall be turned over to the Division. If the leased premises and improvements located thereon do not meet all conditions set

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forth in paragraphs 18 and 21 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

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

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

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

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

20. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose location, and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment placed on the leased premises by

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LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

21. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be at the date of this lease; provided, however, that any removal, closure, etc., of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, and enhancement of the natural and historical resources within the leased premises and with the approved Management Plan.

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

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

24. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more

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of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

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

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

27. 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

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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, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to

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LESSOR, all within the reporting periods of the applicable governmental agencies.

28. 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.

29. 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.

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

31. 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.

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

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

34. 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.

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

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

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

[Redacted] Witness
[Redacted] Print/Type Witness Name
[Redacted] Witness
[Redacted] Print/Type Witness Name

By: [Redacted] (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

3rd day of May 2000, by Gloria C. Nelson, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, acting as agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Signature on file
Notary Public, State of Florida



Sylvia S. Roberts
MY COMMISSION # CC654057 EXPIRES
July 25, 2001
BONDED THRU TROY FAIR INSURANCE CO.

[Redacted] Print/Type Notary Name

Commission Number:
Commission Expires:
Approved as to Form and Legality
By: DEP Attorney

Signature on file
Witness
Print/Type Witness Name
Witness
Print/Type Witness Name

STATE OF FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: Signature on file (SEAL)
Victor J. Heller
Print/Type Name
Title: Assistant Executive Director
"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
12th day of April, 2000, by Victor J. Heller
as Assistant Executive Director, Florida Department of Fish and
Wildlife Conservation Commission. He/she is personally known to me or
produced _____ as identification.

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

Commission Number _____
Commission Expires _____
Jimmie C. Bevis
MY COMMISSION # CC702842 EXPIRES
December 28, 2001
BONDED THRU TROY FARM INSURANCE, INC

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Commission Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF LEASED PREMISES
95 63336

GR BOOK 1396 PAGE 597

Prepared by and Return to:
T. Michael Woods, Attorney
333 North Orange Avenue, Suite 208
Orlando, Florida 32801
Tax Assessment I.D. #20-19-29-0003 0000 00301

REC 13.00 RECEIVED FOR
TF 2.00 EXCISE TAXES
MORT. DOC _____
DEED DOC 70
INT _____
JAMES C. WATKINS, CLERK LAKE CO. FL
IND 4.00
BY R D.C.

QUIT CLAIM DEED

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 16th day of October, A.D. 1995,

BETWEEN, MAURY L. CARTER AND PAMELA LEE WRAY, AS TRUSTEES OF AN UNDIVIDED 41.07% INTEREST; DARYL M. CARTER AND PAMELA LEE WRAY AS TRUSTEES OF AN UNDIVIDED 41.07% INTEREST, and MARY M. GREENDALE, PATRICIA T. POITRAS AND EDWARD W. POITRAS, AS TRUSTEES OF THE HILLTOP TRUST under agreement dated December 18, 1969, parties of the first part,

and The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, party of the second part, of 3900 Commonwealth Blvd., #438, Tallahassee, Florida 32399

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does hereby remise, release and quit-claim unto to the said parties of the second part, their heirs and assigns forever, all the right, title, interest, claim and demand which the said first party has in and to the following described property:

that part of the southwest quarter of the southeast quarter of Section 20, Township 19 South, Range 29 East lying south of State Road 46

said aforementioned land being situate, and in the County of Lake, State of Florida.

IN WITNESS WHEREOF, the said party of the first part has caused its appropriate officer to set his hand and affix the seal of the corporation the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness:
Sign: [Signature on file]
Print name: Joan M. Fisher
Sign: x [Signature on file]
Print name: R. Matthew Mayberry
Sign: [Signature on file]
Print name: Joan M. Fisher
Sign: x [Signature on file]
Print name: R. Matthew Mayberry
Sign: [Signature on file]
Print name: Joan M. Fisher
Sign: [Signature on file]
Print name: R. Matthew Mayberry

Signature on File

Maury L. Carter, Trustee
P. O. Box 568821
Orlando, Florida 32856-8821

Signature on File

Daryl M. Carter, Trustee
P. O. Box 568821
Orlando, Florida 32856-8821

Signature on File

Pamela Lee Wray, Trustee
P. O. Box 568821
Orlando, Florida 32856-8821

NO. 4226
EXHIBIT A
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ADF77000691

THIS DEED GIVEN WITHOUT CONSIDERATION TO CLEAR TITLE

Signature on file
Sig: _____
Print name: Melanie Morgan
Sig: _____
Print name: Joan M. Fisher

The Hilton Trust u/a dtd. 12/18/69
by: _____
Mary M. Greendale, as Trustee
P. O. Box 568821
Orlando, Florida

Signature on file
Sig: _____
Print name: Melanie Morgan
Sig: _____
Print name: Joan M. Fisher

The Hilton Trust u/a dtd. 12/18/69
by: _____
Patricia T. Poitras, as Trustee
P. O. Box 568821
Orlando, Florida

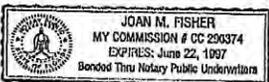
Signature on file
Sig: _____
Print name: Ruth Moglein
Sig: _____
Print name: Joan M. Fisher

The Hilton Trust u/a dtd. 12/18/69
by: _____
Edward W. Giffis, as Trustee
P. O. Box 568821
Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of Sept., 1995, by Maury L. Carter, who is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____, and who did not take an oath. A

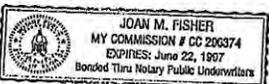
Signature on file
Print name: _____
Notary Public, State of _____
My commission expires: _____
Commission no.: _____



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of Sept., 1995, by Daryl M. Carter, who is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____, and who did not take an oath. A

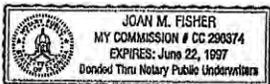
Signature on file
Print name: _____
Notary Public, State of _____
My commission expires: _____
Commission no.: _____



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of Sept., 1995, by Pamela Lee Wray who is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____, and who did not take an oath. A

Signature on file
Print name: _____
Notary Public, State of _____
My commission expires: _____
Commission no.: _____



NO. 4226
EXHIBIT A
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STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

OR
BOOK 1396 PAGE 599

STATE OF _____
COUNTY OF _____

MELANIE MORGON, Notary Public
My Commission Expires Jan. 4, 2002

The foregoing instrument was acknowledged before me this 26 day of Sept, 1995, by Mary M. Greendale, who is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____, and who did did not take an oath.

Print name: _____
Notary Public, State of _____
My commission expires: _____
Commission no.: _____

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

MELANIE MORGON, Notary Public
My Commission Expires Jan. 4, 2002



STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 26 day of Sept, 1995, by Patricia T. Poitras, who is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____, and who did did not take an oath.

Print name: _____
Notary Public, State of _____
My commission expires: _____
Commission no.: _____

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

MELANIE MORGON, Notary Public
My Commission Expires Jan. 4, 2002



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of October, 1995, by Edward W. Poitras, who is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____, and who did did not take an oath.

Signature as file

Print name: _____
Notary Public, State of _____
My commission expires: _____
Commission no.: _____



NO. 4226
EXHIBIT A
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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12th day of August, 1996, by PAMELA LEE WRAY, as Trustee of the METROWEST CHARITABLE REMAINDER TRUST under Agreement dated 2/14/96. Such person did ~~not~~ take an oath and: (notary must check applicable box)

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Signature on file

Signature of Notary [Handwritten Signature]



Name of Notary (Typed, Printed or Stamped) _____

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

NO. _____
EXHIBIT _____
PAGE _____ OF _____

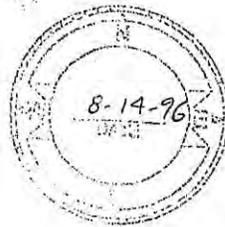
NO. 4226
EXHIBIT A
not a seal

Exhibit "A"

Legal Description of the Property

A STRIP OF LAND LYING SOUTH OF AND CONTIGUOUS TO THE SOUTH LINE OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 36 FOR THE POINT OF BEGINNING, SAID POINT BEING A REBAR AND CAP STAMPED "LB 4741", ON THE 4TH STANDARD PARALLEL AS RESTORED IN 1985 BY THE FLORIDA DEPARTMENT OF NATURAL RESOURCES; THENCE RUN SOUTH 00°03'05" EAST ALONG THE SOUTHERLY PROJECTION OF THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 3.35 FEET; THENCE RUN NORTH 89°51' 58" WEST, A DISTANCE OF 2,022.75 FEET TO A 5" X 5" CONCRETE MONUMENT WITH A BRASS DISK STAMPED "OSCEOLA COUNTY"; THENCE RUN NORTH 89°50'59" WEST, A DISTANCE OF 1,097.89 FEET TO THE EASTERLY MAINTAINED RIGHT-OF-WAY OF U.S. HIGHWAY 441; THENCE RUN NORTH 14°26'52" WEST ALONG SAID MAINTAINED RIGHT-OF-WAY A DISTANCE OF 1.92 FEET TO A REBAR AND CAP STAMPED "LB 4741" ON THE AFORESAID 4TH STANDARD PARALLEL, BEING THE SOUTH LINE OF SAID SECTION 36; THENCE RUN SOUTH 89°49'34" EAST, ALONG SAID 4TH STANDARD PARALLEL, A DISTANCE OF 1,361.56 FEET TO A CONCRETE MONUMENT WITH A BRASS DISK STAMPED "RLS 1819-1585 JONES, WOODS & GENTRY", SAID POINT BEING THE 6TH MILE POST ON SAID PARALLEL; THENCE RUN SOUTH 89°56'08" EAST ALONG SAID PARALLEL, A DISTANCE OF 1,759.56 FEET TO THE POINT OF BEGINNING.



NO. 4226
EXHIBIT A
PAGE 19 OF 29

Warranty Deed prepared by and
Please Return To: Paul E. Blade
Blade & Blade, P.A.
515 S. Federal Highway
Deerfield Beach, Florida 33441

SPACE BELOW FOR RECORDER'S USE
LARRY WHALEY,
CLERK OF THE CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

BOOK 1386 PAGE 1623
INSTRUMENT # 97-023429
DATE 03/11/97 (TIME 10:37)
VERIFIED BY KEM

DOC STAMP \$11,317.60

R = 606006

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

THIS INDENTURE, made this 28 day of
JANUARY, A.D. 1997, between MCNAMARA
ENTERPRISES, a Florida General Partnership, of the
County of Martin in the State of Florida, grantor, and
the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA, whose post office address
is c/o Florida Department of Environmental Protection,
Division of State Lands, 3900 Commonwealth Boulevard,
Mail Station 115, Tallahassee, FL 32399-3000, grantee,

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

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

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

Property Appraiser's Parcel Identification Number: 01-28-33-0000-0010-0000
02-28-33-0000-0010-0000
03-28-33-0000-0010-0000

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:

MCNAMARA ENTERPRISES, a Florida General
Partnership

Signature on file

(SIGNATURE OF FIRST WITNESS)

Signature on file

(PRINTED, TYPED OR STAMPED NAME
OF FIRST WITNESS)

Signature on file

(SIGNATURE OF SECOND WITNESS)

Jeanne M. OFFER

(PRINTED, TYPED OR STAMPED NAME
OF SECOND WITNESS)

Signature on file

(SIGNATURE OF FIRST WITNESS)

Paul E. Blade

(PRINTED, TYPED OR STAMPED NAME
OF FIRST WITNESS)

Signature on file

(SIGNATURE OF SECOND WITNESS)

Jeanne M. OFFER

(PRINTED, TYPED OR STAMPED NAME
OF SECOND WITNESS)

NO. 4226

EXHIBIT A

PAGE 20 OF 29

Signature on file

BY: James K. McNamara, General Partner
2556 S.W. Bridgeview Terrace
Palm City, Florida 34990

Signature on file

And by: Lawrence W. McNamara, Jr., General
Partner
7009 Peninsula Court
Lake Worth, Florida 34778

APPROVED AS TO FORM AND LEGALITY

By: _____

DEP Attorney 4-17-97

Date: _____

Signature on file
(SIGNATURE OF FIRST WITNESS)
Paul E. Blade
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

And By: Signature on file
Lawrence W. McNamara, III, General Partner
10325 Trailwood Circle
Jupiter, Florida 33478

BOOK 1386 PAGE 1624

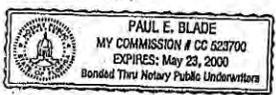
Signature on file
(SIGNATURE OF SECOND WITNESS)
Joanne M. Offer
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28 day of JANUARY, 1997, by James R. McNamara, a general partner of McNamara Enterprises, a Florida General Partnership, on behalf of the partnership. Such person (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)



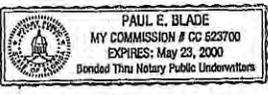
Signature on file
Notary Public
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28 day of JANUARY, 1997, by Lawrence W. McNamara, Jr., a general partner of McNamara Enterprises, a Florida General Partnership, on behalf of the partnership. Such person (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)



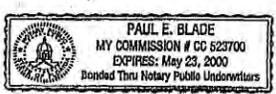
Signature on file
Notary Public
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28 day of JANUARY, 1997, by Lawrence W. McNamara, III, a general partner of McNamara Enterprises, a Florida General Partnership, on behalf of the partnership. Such person (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)



Signature on file
Notary Public
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____

WARRANTY DEED
REVISED 8/7/97/98
NO. 42216
EXHIBIT A
PAGE 21

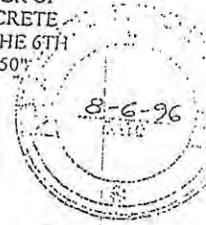
Exhibit "A"

Legal Description of the Property

ALL OF SECTIONS 1, 2 AND 3 IN TOWNSHIP 28 SOUTH, RANGE 33 EAST, OSCEOLA COUNTY, FLORIDA. LESS THE FOLLOWING DESCRIBED LANDS:

A STRIP OF LAND BEING A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 28 SOUTH, RANGE 33 EAST, LYING SOUTH OF AND CONTIGUOUS TO THE NORTH LINES OF SAID SECTIONS 1 AND 2, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1 FOR THE POINT OF BEGINNING, SAID POINT BEING A REBAR AND CAP STAMPED "LB 4741" WHICH BEARS SOUTH 89°49'50" WEST, 59.78 FEET FROM A CONCRETE MONUMENT WITH A BRASS DISC STAMPED "RLS 1819-1585 JONES, WOODS & GENTRY", SAID CONCRETE MONUMENT BEING THE 6TH MILE POST OF THE 4TH STANDARD PARALLEL AS RESTORED IN 1985 BY THE FLORIDA DEPARTMENT OF NATURAL RESOURCES; THENCE RUN SOUTH 00°26'05" EAST, ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 22.54 FEET TO A POINT WHICH BEARS SOUTH 89°28'05" WEST, 19.56 FEET FROM A 5" X 5" CONCRETE MONUMENT WITH A BRASS DISC STAMPED "OSCEOLA COUNTY"; THENCE RUN SOUTH 89°28'05" WEST, 2637.81 FEET TO A 5" X 5" CONCRETE MONUMENT WITH A BRASS DISC STAMPED "OSCEOLA COUNTY"; THENCE RUN SOUTH 89°52'11" WEST, 2654.56 FEET TO A 5" X 5" CONCRETE MONUMENT HAVING A BROKEN TOP; THENCE RUN NORTH 89°56'08" WEST, 2655.91 FEET TO A 5" X 5" CONCRETE MONUMENT WITH A BRASS DISC STAMPED "OSCEOLA COUNTY"; THENCE RUN NORTH 89°55'36" WEST, 897.66 FEET TO A 5" X 5" CONCRETE MONUMENT WITH A BRASS DISC STAMPED "OSCEOLA COUNTY"; THENCE RUN NORTH 00°02'14" EAST, 25.66 FEET TO A REBAR AND CAP STAMPED "LB 4741" BEING THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 33 EAST AND LYING ON THE AFORESAID 4TH STANDARD PARALLEL; THENCE, ALONG SAID 4TH STANDARD PARALLEL AND ALONG THE NORTH LINE OF SECTIONS 1 AND 2, RUN THE FOLLOWING COURSES; SOUTH 89°59'46" EAST, 860.66 FEET TO A REBAR AND CAP STAMPED "LB 4741" BEING THE NORTH QUARTER CORNER OF SAID SECTION 2; CONTINUE SOUTH 89°59'46" EAST, 62.90 FEET TO A 2" IRON PIPE WITH A BRASS DISC STAMPED "RLS 1819-1585 JONES, WOOD & GENTRY" BEING THE 5TH ONE HALF MILE POST OF SAID 4TH STANDARD PARALLEL; NORTH 89°47'02" EAST, 2599.42 FEET TO A REBAR AND CAP STAMPED "LB 4741" BEING THE NORTHWEST CORNER OF SAID SECTION 1; CONTINUE NORTH 89°47'02" EAST, 58.47 FEET TO A CONCRETE MONUMENT WITH A BRASS DISC STAMPED "RLS 1819-1585 JONES, WOOD & GENTRY" BEING THE 5TH MILE POST OF SAID 4TH STANDARD PARALLEL; NORTH 89°52'45" EAST, 2602.86 FEET TO A REBAR AND CAP STAMPED "LB 4741" BEING THE NORTH QUARTER CORNER OF SAID SECTION 1; CONTINUE NORTH 89°52'45" EAST, 63.92 FEET TO A CONCRETE MONUMENT STAMPED "RLS 1819-1585 JONES, WOOD & GENTRY" BEING THE 6TH ONE HALF-MILE POST OF SAID 4TH STANDARD PARALLEL; NORTH 89°49'50" EAST, 2597.42 FEET TO THE POINT OF BEGINNING.



NO. 4226

This Instrument Prepared By
and Please Return To:
Foley & Lardner
111 N. Orange Ave., Suite 1800
P. O. Box 2193
Orlando, Florida 32802-2193

SPACE BELOW FOR RECORDER'S USE

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

THIS INDENTURE, made this 22nd day of August, A.D. 1996, between Daryl M. Carter and Pamela Lee Wray, as Trustees of the M. L. Carter Realty Trust II Under Agreement dated October 27, 1987, as to an undivided 34.9589% interest; Maury L. Carter and Pamela Lee Wray, as Trustees of the M. L. Carter Realty Trust Agreement III Under Agreement dated October 27, 1987, as to an undivided 20.535% interest; Mary M. Greendale, Patricia T. Poitras and Edward W. Poitras, as Trustees of The Hilltop Trust Under Agreement dated December 18, 1969, as to an undivided 21.0061% interest; Daryl M. Carter and Pamela Lee Wray, as Trustees of the Metrowest Charitable Remainder Trust, as to an undivided 23.5% interest, of the County of Osceola in the State of Florida, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

R=606005

(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 Osceola County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.
25-27-32-0000-0010-0000
Property Appraiser's Parcel Identification Number: 24-27-32-0000-0010-0000
36-27-32-0000-0010-0000

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.

Signed, sealed and delivered in the presence of:

(SIGNATURE OF FIRST WITNESS)

(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF SECOND WITNESS)

(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

(SIGNATURE OF FIRST WITNESS)

(PRINTED, TYPED OR STAMPED NAME)

Signature on file

Daryl M. Carter, Trustee of the M. L. Carter Realty Trust II

Signature on file

Pamela Lee Wray, Trustee of the M. L. Carter Realty Trust II

BK 1346
PG 0579
OSCEOLA CITY
96-069548
STEP
VERIFIED: MEK INSTR #

NO. 4886
EXHIBIT A
PAGE 23 OF 29

Signature on file

Douglas S Doudney
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

Signature on file

Jean M Fisher
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

Signature on file

Douglas S Doudney
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

Signature on file

Jean M Fisher
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 12th day of August, 1996, by Daryl M. Carter, as Trustee of the M. L. Carter Realty Trust II Under Agreement dated October 27, 1987. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced their current driver licenses.
- produced _____ as identification.

(NOTARY PUBLIC SEAL)



STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 12th day of August, 1996, by Pamela Lee Wray, as Trustee of the M. L. Carter Realty Trust II Under Agreement dated October 27, 1987. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced their current driver licenses.
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Signature on file

Daryl M. Carter, Trustee of the Metrowest Charitable Remainder Trust

Signature on file

Pamela Lee Wray, Trustee of the Metrowest Charitable Remainder Trust

Signature on file

Notary Public

(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____

Signature on file

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

NO. 4226
EXHIBIT A
PAGE 25 of 30

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 12th day of August, 1996, by Maury L. Carter, as Trustee of the M. L. Carter Realty Trust III Under Agreement dated October 27, 1987. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced their current driver licenses.
- produced _____ as identification.

(NOTARY PUBLIC SEAL)



Notary Public

Signature on file

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 12th day of August, 1996, by Pamela Lee Wray, as Trustee of the M. L. Carter Realty Trust III Under Agreement dated October 27, 1987. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced their current driver licenses.
- produced _____ as identification.

(NOTARY PUBLIC SEAL)



Notary Public

Signature on file

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

STATE OF Massachusetts)
COUNTY OF Middlesex)

The foregoing instrument was acknowledged before me this 13th day of August, 1996, by Mary M. Greendale, as Trustee of the Hilltop Trust Under Agreement dated December 18, 1969. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced their current driver licenses.
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Signature on file

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

NOTARY PUBLIC Seal No. 11111

NO. 42216
EXHIBIT A

STATE OF Massachusetts)
COUNTY OF Middlesex)

The foregoing instrument was acknowledged before me this 13th day of August, 1996, by Patricia T. Poitras, as Trustee of the Hilltop Trust Under Agreement dated December 18, 1969. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced their current driver licenses.
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Signature on file
Notary Public [Signature]

(Printed, Typed or Stamped Name of Notary Public)
STATE OF MASSACHUSETTS
Commission No.: _____
COUNTY OF MIDDLESEX
My Commission Expires: _____

MELANIE WORGON, NOTARY PUBLIC
My Commission Expires Jan. 6, 2000

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 19th day of August, 1996, by Edward W. Poitras, as Trustee of the Hilltop Trust Under Agreement dated December 18, 1969. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced their current driver licenses.
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Signature on file
Notary Public [Signature]

(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____



STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 12th day of August, 1996, by Daryl M. Carter, as Trustee of the Metrowest Charitable Remainder Trust. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced their current driver licenses.
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Signature on file
Notary Public [Signature]

(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____



NO. 4226
EXHIBIT A
PAGE 27 OF 29

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 12th day of August, 1996, by Pamela Lee Wray, as Trustee of the Metrowest Charitable Remainder Trust. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced their current driver licenses.
- produced _____ as identification.

(NOTARY PUBLIC SEAL)



WARRANTY DEED
REVISED 07/18/94

Notary Public Signature on file

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

NO. 4226
EXHIBIT A

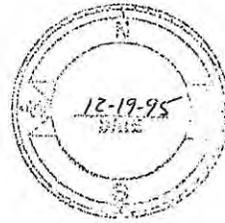
Exhibit "A"

Legal Description of the Property

The following lands in Township 27 South, Range 32 East, Osceola County, Florida,
to-wit:

The South 1/2 of Section 24, lying East of U.S. Highway 441, lying South of Canaveral
Acres #4.

All of Sections 25 and 36, lying East of State Road 29 (Highway 441).



NO. 4226
EXHIBIT A
PAGE 29 OF 29

WA-2815

DIVISION LOG # W1247

EXHIBIT 4.2 A

CONTRACT ROUTING REVIEW FORM

CONTRACT NUMBER 99216 BID/RFP NUMBER (If applicable) _____
 CONTRACTOR TIITF and FWCC
 BRIEF TITLE LEASE # 4226 TRIPLE N RANCH II, 3,280.5 ACRES
 NEW RENEWAL EXTENSION AMENDMENT (See Reverse for Definitions)
 CONTRACT BEGIN DATE EXECUTION END DATE 50 YRS FROM EXECUTION OPTION FOR N/A YEARS
 ORIGINATOR/CONTACT Patti Doerr PHONE 488-3831 DIV/OFF WILDLIFE
 TOTAL CONTRACT AMOUNT \$ _____ PAYMENT AMOUNT _____
 BILLING PERIODS: MONTHLY QUARTERLY ANNUALLY OTHER _____

EXPENDITURE REVENUE AGREEMENT EASEMENT/DEED

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION YES NO (NOTIFY PROPERTY ADMINISTRATOR)
 RCC CODE 4716 CATEGORY _____ OBJECT CODE _____ PROJECT 7343
 FUND CARL MINORITY CATEGORY _____ (See reverse side for options)
 CERTIFIED MINORITY: YES NO NOT AVAILABLE NOT APPLICABLE

ROUTING ORDER FOR APPROVAL	CONCUR/INITIALS	DATE	COMMENTS
----------------------------	-----------------	------	----------

1. PROJECT LEADER**

PNW

4-5-00

2. DIV/REGIONAL DIRECTOR**

TAB

4-7-00

3. PURCHASING**

AS

4-10-00

4. LEGAL

PTB

4-11-00

Patti - please check on bullet (lead) deposition per H&J, by APR 06

5. AD SERVICES

CHIEF OF ACCOUNTING

FEDERAL AID

ACCOUNTANT*

BUDGET REVIEW

AD SERVICES DIRECTOR

6. EXEC/DIV/REGION DIRECTOR**

JDH

12-April-2000

7. RETURN TO PURCHASING

PURCHASING TO

ORIGINATOR

DS

4-13-00

ORIGINATOR TO

PRO

5-18-00

PURCHASING

DRP

5-31-00

COPY TO ACCOUNTING

NA

5-31-00

PURCH. TO CENT. FILES

AP

6/8/00

*ROUTING OF FEDERAL AID DOCUMENTS ONLY

◆ROUTING OF EASEMENTS/DEEDS

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

CLASS/GROUP CODE _____ SACSS YES _____ NO _____

wildnet...\patti\forms\4226.rtg

MEMORANDUM

TO: Contract Reviewers

FROM: Frank Montalbano, Director, Division of Wildlife

SUBJECT: Lease #4226, Triple N Ranch II

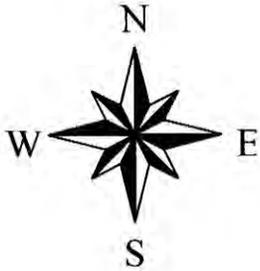
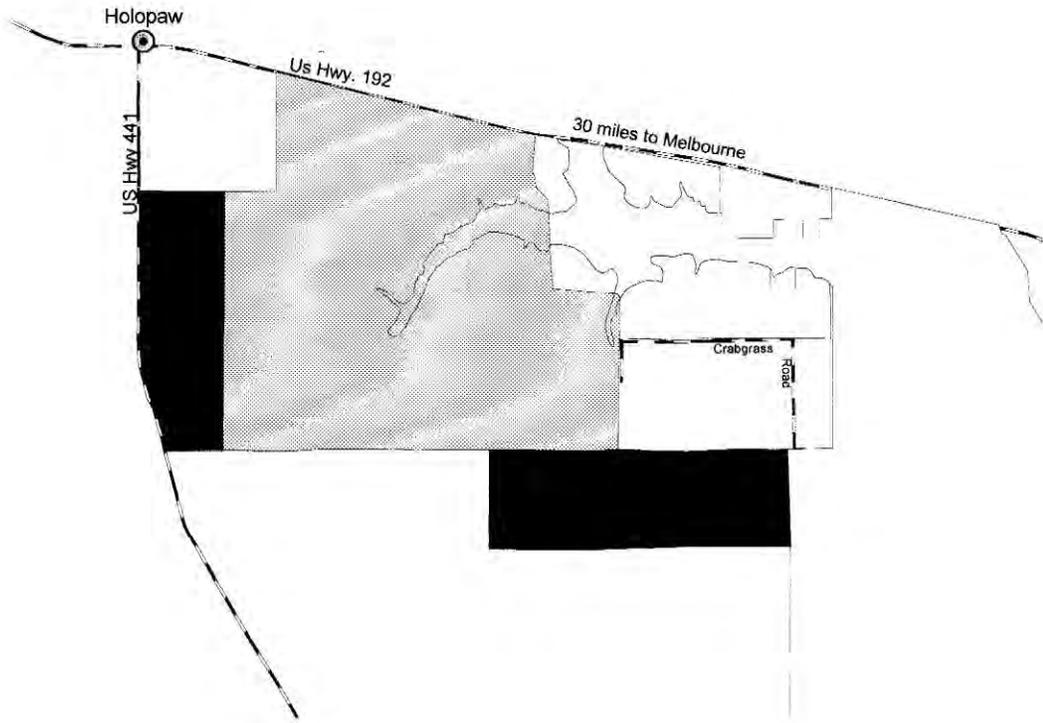
Attached are two originals of Lease Number 4226 between the Board of Trustees of the Internal Improvement Trust Fund (BOT) and the Florida Fish and Wildlife Conservation Commission. This lease identifies FWC as manager of 3,281 acres in Osceola County.

This land has been established and managed as part of the Triple N Ranch WMA since 1995 under Interim Management Authority. 50% Title of the Triple N Ranch is vested with the Water Management District (WMD) and 50% by the BOT. The property known as Triple N Ranch II is owned by the BOT with no involvement with the WMD and therefore requires a new lease.

Thank you for your consideration of this matter.

LEG 8-5
FMDPD
/bwm/patti/contracts/dsl/4226.mem
Attachment

Triple N Ranch II



-  Triple N Ranch Additions (Lease # 4226)
-  Triple N Ranch (Lease # 4116)
-  Bull Creek WMA
-  Major roads

MEMORANDUM

18 September 1996

TO: Joel Pedersen, Biological Administrator I

FROM: Kip P. Adams, Biological Scientist III *KPA*

SUBJECT: McNamara property site inspection

This memo is in response to the request by Judy Ann Drymon, Land Management Specialist, regarding a site inspection of the McNamara property. Ms. Drymon requested that we look for any improvements, easements, or other encumbrances that may contribute to increased land management costs or management problems.

I inspected the McNamara property and found no easements or other encumbrances. There is a tree nursery on the property (I guess this could be considered an improvement), however, this should not cause GFC any increased management cost or problems.



Jeb Bush
Governor

Department of Environmental Protection

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

David B. Struhs
Secretary

September 13, 1999

Ms. Karen D. Huff
Bureau of Wildlife Management
Division of Wildlife
Florida Fish and Wildlife Conservation Commission
Farris Bryant Building
620 S. Meridian Street
Tallahassee, FL 32399-1600

RE: **FWCC, Triple N Ranch II, (Trustees Lease No. 4226) *w 1186***
and Joe Budd Wildlife Management Area/Rocky Comfort
Tract (Trustees Lease No. 4211)

Dear Ms. Huff:

Per your attached request, we have revised the enclosed attachments. Please coordinate their signing, witnessing, and notarization and return them to this office for execution within 30 days of their receipt. If this is not possible, please advise. Following execution, one of the originals of each instrument will be sent to your office for filing.

If you have any questions, please call me at 488-2291.

Sincerely,

David B. Stevenson, Planner IV
Bureau of Public Land Administration
Mail Station 130

DBS/db
Enclosures

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

Printed on recycled paper.

From: BANKER, MARK E. (MARKB)
To: JUDY
Date: Tuesday, September 17, 1996 5:21 pm
Subject: Review of Additional Lands

Judith-

With reference to your memo dated September 9, 1996, concerning the review of the Carter/Wray property addition to Triple N Ranch WMA: Kip Adams has gone over the area and has determined that there are no improvements, easements or other encumbrances that may increase management costs, etc.

If anything further is required in response to the memo, please let me know. Cheers.

Mark

-CC: mikea,mikeb



Jeb Bush
Governor

Department of Environmental Protection

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

David B. Struhs
Secretary

May 11, 2000

Ms. Patti Doerr
Bureau of Wildlife Management
Division of Wildlife
Florida Fish and Wildlife Conservation Commission
Farris Bryant Building
620 South Meridian Street
Tallahassee, FL 32399-1600

REF: **FWCC, Triple N Ranch II**
(Trustees Lease No. 4226)

Dear Ms. Doerr:

Enclosed for your file is a fully executed original of lease Number 4226 between the Board of Trustees and the State of Florida Fish and Wildlife Conservation Commission for Triple N Ranch II. If you have any questions about the enclosure, call me at 488-2291.

Sincerely,

David Stevenson
Bureau of Public Land Administration
Mail Station 130

DS/ds
Enclosure

RECEIVED
MAY 12 2000
BUREAU OF
WILDLIFE MANAGEMENT

"More Protection, Less Process"

Printed on recycled paper.



Florida Fish and Wildlife Conservation Commission

James L. "Jamie" Adams, Jr. Bushnell	Barbara C. Barsh Jacksonville	Patrick E. Geraghty Ft. Myers	Quinton L. Hedgepeth, DDS Miami	H.A. "Herky" Huffman Deltona	
Thomas B. Kibler Lakeland	David K. Meehan St. Petersburg	Julie K. Morris Sarasota	Tony Moss Miami	Edwin P. Roberts, DC Pensacola	John D. Rood Jacksonville

FRANK MONTALBANO, Director
TIMOTHY A. BREAUULT, Assistant Director

DIVISION OF WILDLIFE
620 South Meridian Street
Tallahassee, FL 32399-1600
www.state.fl.us/fwcc
(850)488-3831
TDD (850)488-9552

April 14, 2000

Mr. David Stevenson
Bureau of Public Land Administration
Division of State Lands
3900 Commonwealth Boulevard, MS 130
Tallahassee, Florida 32399

Dear Dave,

RE: Lease Number 4226, Triple- N- Ranch II

Enclosed are two originals for the above referenced lease executed by the Fish and Wildlife Conservation Commission. Please provide us with one original when executed by your office.

If I can be of further assistance, or you should have any questions, please feel free to call me at the above number or you can e-mail me at doerrp@fwc.state.fl.us. Thank you.

Sincerely,

Patti Doerr
Land Management Specialist

/PD
Attachments

//wildnet/.../patti/letters/4226.exe

www.state.fl.us/fwcc/
ONE OF "FLORIDA'S BEST" WEB SITES



Florida Fish and Wildlife Conservation Commission

James L. "Jamie" Adams, Jr. Bushnell	Barbara C. Barsh Jacksonville	Patrick E. Geraghty Ft. Myers	Quinton L. Hedgepeth, DDS Miami	H.A. "Herky" Huffman Deltona
Thomas B. Kibler Lakeland	David K. Meehan St. Petersburg	Julie K. Morris Sarasota	Tony Moss Miami	Edwin P. Roberts, DC Pensacola
				John D. Rood Jacksonville

FRANK MONTALBANO, Director
TIMOTHY A. BREault, Assistant Director

DIVISION OF WILDLIFE
620 South Meridian Street
Tallahassee, FL 32399-1600
www.state.fl.us/fwc
(850)488-3831
TDD (850)488-9542

July 15, 1999

Department of Environmental Protection
Attn: David Stevenson
Bureau of Public Land Administration
Mail Station 130
3900 Commonwealth Blvd.
Tallahassee, FL 32399

Re: Amendments

Dear Mr. Stevenson:

We have received three Amendments from you which were not executed prior to July 1, 1999. They have the Florida Game and Fish Commission and they need to be changed to the Florida Fish and Wildlife Conservation Commission. The signature page for DEP also has Daniel Crabb as Bureau Chief, and I as I understand he is no longer the Bureau Chief, therefore we need a new page reflecting the new Bureau Chief. Please make the above name corrections and send us a new original or just send us the pages that have been corrected on the following Amendments:

- Amendment 18, Chassahowitzka WMA, Lease #3586
- Amendment 5, Lake Wales Ridge State Forest, Lease #3563
- Amendment 12, Rotenberger WMA, Lease #3581

The signature page for DEP on the new lease for Rocky Comfort Tract, Lease #4211 and Triple N Ranch II, Lease #4226 has Daniel Crabb as Bureau Chief and we need that page changed to reflect the new Bureau Chief.

13.1.2 Lease 4226 Amendment 1

DIVISION LOG # W1295 WA-241
 CONTRACT NUMBER 99216

CONTRACT ROUTING REVIEW FORM

CONTRACTOR NAME DSL & FWC
 VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/RFP NO. NA
 BRIEF TITLE Amendment 1 to Lease # 4226
 NEW RENEWAL EXTENSION AMENDMENT (See Reverse for Definitions)
 CONTRACT BEGIN DATE _____ END DATE _____ OPTION FOR _____ YEARS
 ORIGINATOR/CONTACT P Doerflinger PHONE 8-3831 DIV./OFFICE/MAIL wildlife / BWM
 TOTAL CONTRACT AMOUNT \$ _____ PAYMENT AMOUNT \$ _____
 BILLING PERIODS: MONTHLY QUARTERLY ANNUALLY OTHER _____
 EXPENDITURE REVENUE AGREEMENT EASEMENT/DEED LEASE (INCLUDES WMA OR FMA LEASES)
 BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION YES NO (Notify Property Administrator) utility shed

ORG. CODE	E.O.	OBJECT CODE	AMOUNT	PROJECT ID	FY
77302050100	80			7343	

Certified Minority: Yes ___ No ___ Not Available ___ Not Appl. Minority Category _____
 Division/offices Are to Forward Executed Original Contract And Routing Slip to The Bureau of Office Operations.
 Class/group Code _____ FLAIR: ___ Yes ___ No FSAA Checklist ___ Yes No

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader*	<i>[Signature]</i>	10/4/00	
2. Proj. Budget Mgr. (Expenditure Only)			Budget Authority: ___ Existing ___ New
3. Div./Reg./Inst./Off. Dir. *			
4. Bur. of Office Operations*	<i>[Signature]</i>	10-5-00	
5. Legal	<i>[Signature]</i>	10-5-00	
6. Dir. of Auditing (Expenditure/Revenue)			
7. Bureau of Accounting			Funds Availability: ___ Yes ___ No
8. Exec./Div./Reg./Inst./Off. Dir. review (check below): *			
Expenditure Contracts: Return to Originator for Contractor signature.			Expenditure Contracts: After Contractor signs, send to Exec./Div./Reg./Inst./Off. Director for signature and dating.
Other documents: Send to (circle) Exec./Div./Reg./Inst./Off. Dir. for signature. *			
9. Exec./Div./Reg./Inst. Dir. execute *	<i>[Signature]</i>	6-01-00	
Originator to Bur. of Office Ops.	<i>[Signature]</i>	11-2-00	
Copy to Accounting	<i>[Signature]</i>		
Bur. of Office Ops. to Central Files	<i>[Signature]</i>	11-2-00	

*Routing of Federal Aid Documents

MEMORANDUM

TO: Contract Reviewers

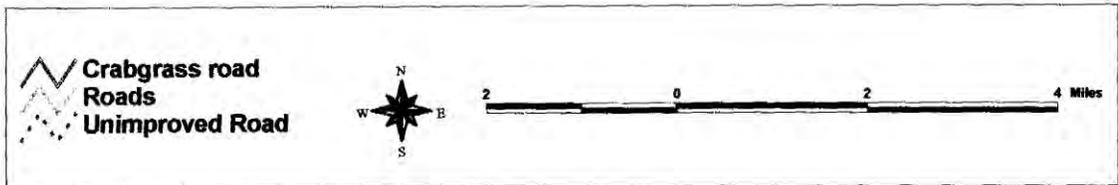
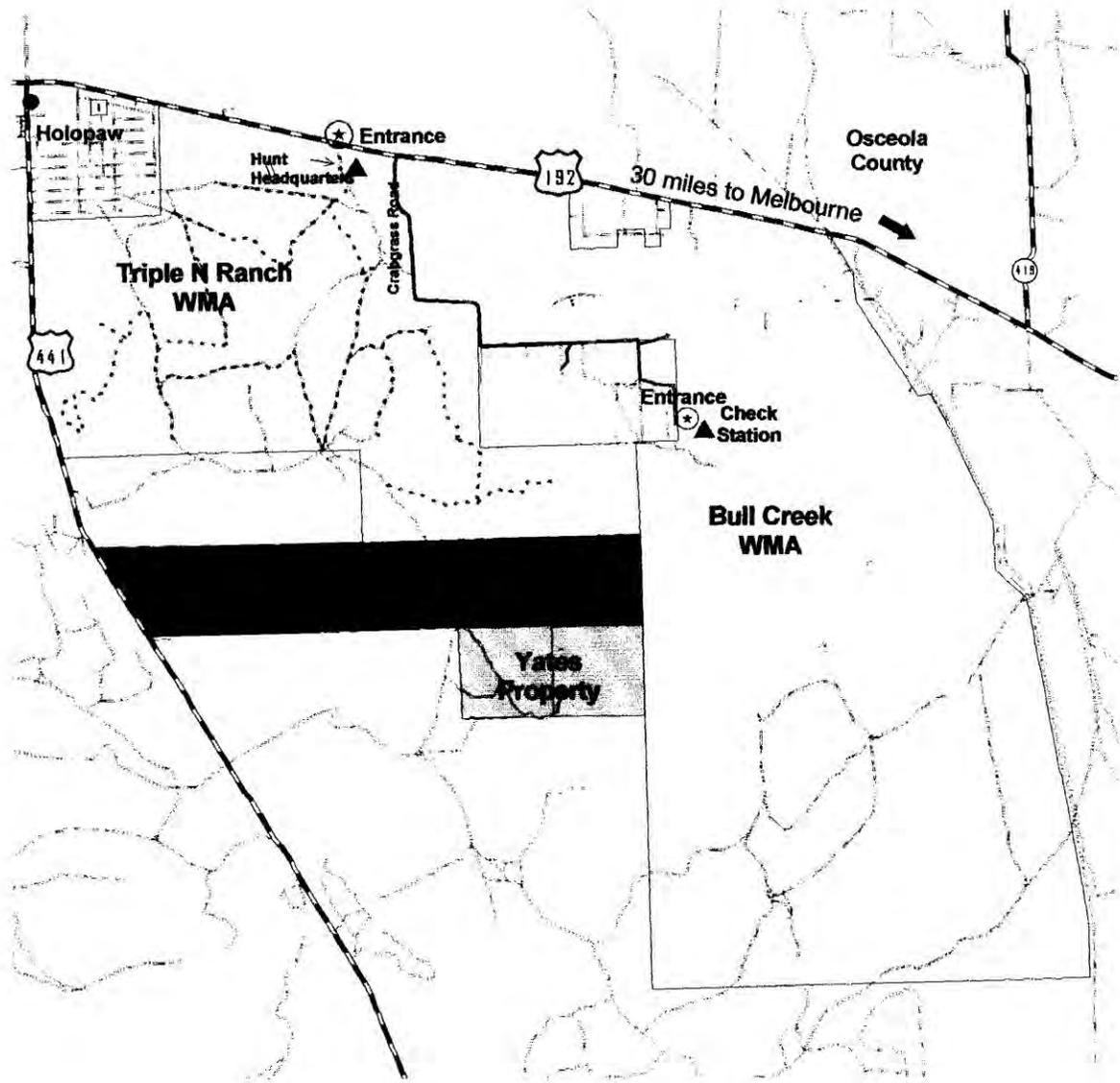
FROM: Frank Montalbano, Director, Division of Wildlife

SUBJECT: Amendment 1 to Lease # 4226, Triple N Ranch II

Attached are two originals of Amendment 1 to Lease # 4226. This amendment will add the 3,594 acre Equitable Tract to the lease. This parcel was established and is currently being managed under Interim Management Authority.

Thank you for your consideration of this matter.

LEG 8-5
FMDPD
\\Wildnet...Patti\memo\4226_1mem
Attachment



ATL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA
3,593.54 Acres

AMENDMENT NUMBER 1 TO LEASE NUMBER 4226

THIS LEASE AMENDMENT is entered into this 23rd day of October, 2000, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION 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 May 3, 2000, LESSOR and LESSEE entered into Lease Number 4226; 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:

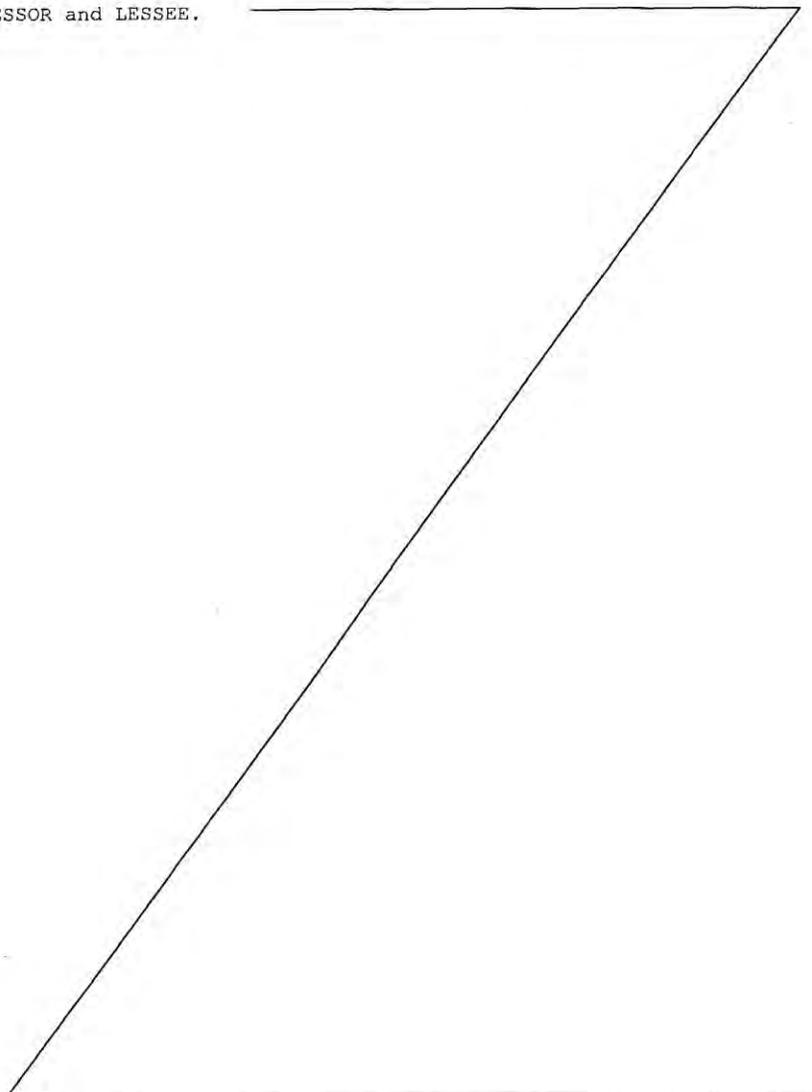
1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4226 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.

2. Lease 4226 is hereby amended to include the following paragraph:

36. SPECIAL CONDITION: LESSEE is authorized, without need for approval by the Acquisition and Restoration Council (ARC), to manage the orange groves located on the real property described in Exhibit "A" until such time as the management plan for the

parcel can be approved by ARC, or July 5, 2001, whichever occurs sooner.

3. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 4226 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.



Page 2 of 6
Amendment Number 1 to Lease No. 4226
Revised 03/10/2000

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

Leticia Vickers
Witness

Leticia Vickers
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
23rd day of October, 2000, 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.

Cheryl J. King
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: David J. [Signature]
DEP Attorney

STATE OF FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

Brenda Collins
Witness
BRENDA COLLINS
Print/Type Witness Name
Rosemary Mara
Witness
Rosemary Mara
Print/Type Witness Name

By: Victor J. Heller (SEAL)
Victor J. Heller
Print/Type Name
Title: Assistant Executive Director
"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6th day of October, 2000, by Victor J. Heller as Assistant Executive Director, State of Florida Fish and Wildlife Conservation Commission. He ~~she~~ is personally known to me.

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

Commission Number  Jimmie C. Bevis
MY COMMISSION # CC702867 EXPIRES
December 28, 2001
Commission Expires December 28, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
J. S. Robertson
Commission Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF LEASED PREMISES
SPECIAL WARRANTY DEED

(DEP Attorney)

THIS INDENTURE made this 13 day of June, 2000, between THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation, successor by merger to Equitable Variable Life Insurance Company, a New York corporation, whose post office address is 1290 Avenue of the Americas, New York, New York 10104, Grantor, and BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., M. S. 115, Tallahassee, Florida 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 (\$10.00) and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land situate, lying and being in Osceola County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Property Appraiser's Parcel I. D. Nos.:	07-28-33-0000-0010-0000	08-28-33-0000-0010-0000
	09-28-33-0000-0010-0000	10-28-33-0000-0010-0000
	11-28-33-0000-0010-0000	12-28-33-0000-0010-0000

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.

TO HAVE AND TO HOLD the same unto the said Grantee in fee simple forever.

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 claiming by, through or under the said Grantor, but against none other.

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:

JPM THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation

Eric R. Linge
(Signature of First Witness)

BY *Richard E. Henderson*
RICHARD E. HENDERSON, DR.
Its Vice-President

Eric R. Linge
Printed Name of First Witness

(CORPORATE SEAL)

Rebecca S. Baughn
(Signature of Second Witness)
REBECCA S. BAUGHN
Printed Name of Second Witness

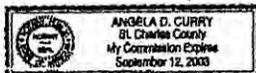
STATE OF Missouri
COUNTY OF St. Louis

The foregoing instrument was acknowledged before me this 13 day of June, 2000, by Richard E. Henderson Jr., as Vice-President of The Equitable Life Assurance Society of the United States, a New York corporation, on behalf of said corporation. Such person (Notary Public must check applicable box):

- is personally known to me
 produced a current driver's license
 produced _____ as identification

(NOTARY PUBLIC SEAL)

Angela O. Curry
Notary Public
My Commission Expires:
September 12, 2003



Page 5 of 6
Amendment Number 1 to Lease No. 4226

Revised 03/10/2000

That part of Section 7 lying East of U.S. Highway 441 (State Road 15) and all of Sections 8, 9, 10, 11, and 12, all in Township 28 South, Range 33 East, Osceola County, Florida; together with a perpetual non-exclusive easement for ingress and egress over and across the South 25 feet of the portion of Section 6 lying Easterly of said U.S. Highway 441, and the South 25 feet of Sections 1, 2, 3, 4, and 5, all in Township 28 South, Range 33 East, Osceola County, Florida; and also together with a private, perpetual, non-exclusive easement for ingress and egress over and across the real property described as follows:

The North 30 feet of Sections 14, 15, 16, 17, and that part of 18 lying East of U.S. Highway 441, all in Township 28 South, Range 33 East, Osceola County, Florida.

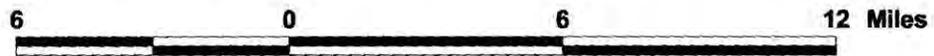
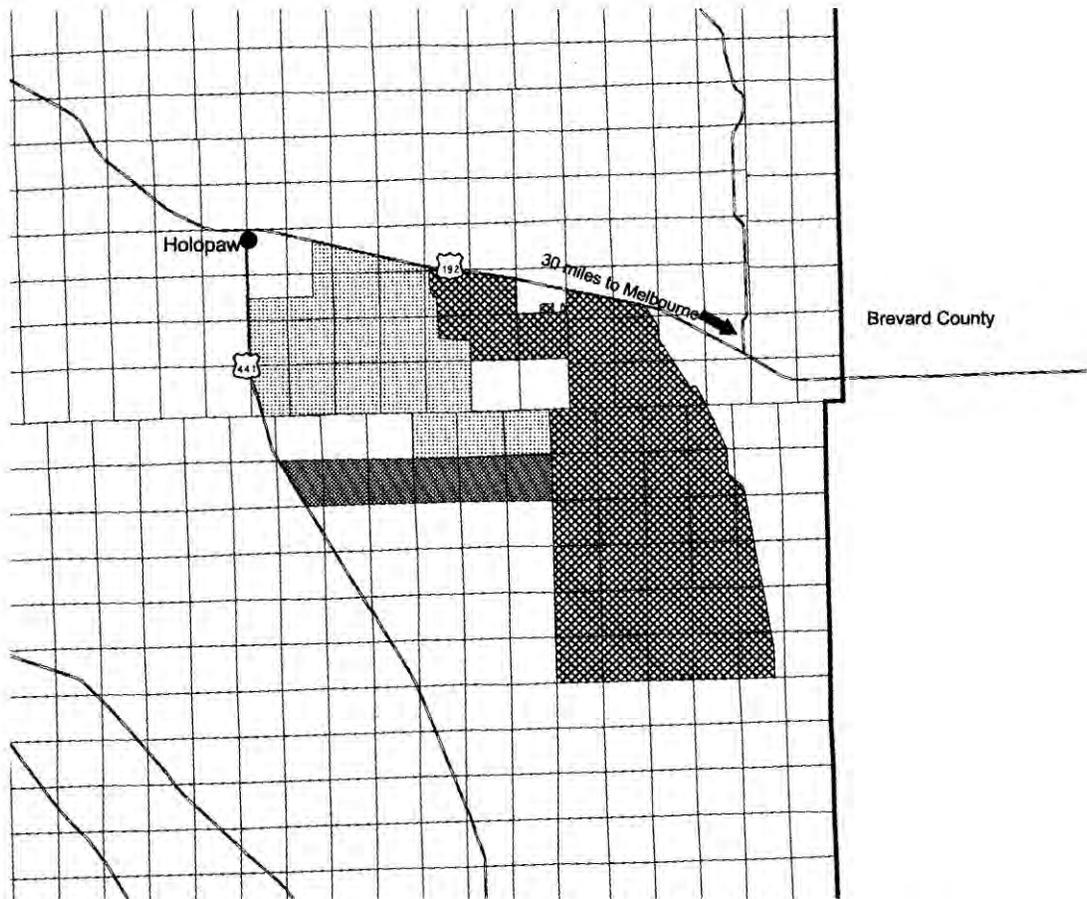
Triple "N" Ranch, Equitable Properties, Osceola County

DSM
By RB Date 7.29.99

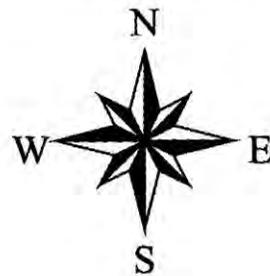
Page 6 of 6
Amendment Number 1 to Lease No. 4226

Revised 03/10/2000

Triple-N-Ranch WMA Equitable Addition



-  **County Line**
-  **Equitable parcel**
-  **Triple-N-Ranch WMA**
-  **Bullcreek WMA**
-  **Osceola County**
-  **Major roads**



13.1.3 Lease 4226 Amendment 2

WA-241

00218

DIVISION LOG # W1343

CONTRACT NUMBER

CONTRACT ROUTING REVIEW FORM

CONTRACTOR NAME BOT-DEP-DSL/FWC
 VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/R/P NO. _____
 BRIEF TITLE Amendment 2 to Lease 4226, addition of 903.61 Acres (Triple N Ranch II)
 _____ NEW _____ RENEWAL _____ EXTENSION _____ AMENDMENT (See Reverse for Definitions)
 CONTRACT BEGIN DATE MAY 3, 2000 END DATE May 2, 2050 OPTION FOR _____ YEARS
 ORIGINATOR/CONTACT P. DOERR DP PHONE 8-3831 DIV./OFFICE/MAIL DOW/BWM
 TOTAL CONTRACT AMOUNT \$ _____ PAYMENT AMOUNT \$ _____
 BILLING PERIODS: _____ MONTHLY _____ QUARTERLY _____ ANNUALLY _____ OTHER _____
 _____ EXPENDITURE _____ REVENUE _____ AGREEMENT _____ EASEMENT/DEED _____ LEASE (INCLUDES WMA OR FMA LEASES)
 BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION YES _____ NO (Notify Property Administrator)

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

Certified Minority: Yes No Not Available Not Appl. Minority Category _____ (See reverse side for options)

Division/offices Are to forward executed Original Contract and Routing Slip to The Bureau of Office Operations.

Class/group Code _____ FLAIR: Yes No FSAA Checklist Yes No

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader*	<i>[Signature]</i>	3/15/01	
2. Proj. Budget Mgr. (Expenditure Only)			Budget Authority: <input type="checkbox"/> Existing <input type="checkbox"/> New
3. Bureau Chief *	<i>[Signature]</i>	3/16/01	
4. Bur. of Office Operations*	<i>[Signature]</i>	3-19-01	
5. Legal	PSR	3-19-01	
6. Dir. of Auditing (Expenditure/Revenue)			
7. Bureau of Accounting			Funds Availability: <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Division Director	<i>[Signature]</i>	19-march	
Originator to Bur. of Office Ops.			to DSL 3/28
Copy to Accounting			
Bur. of Office Ops. to Central Files	<i>[Signature]</i>	5-2-01	

*Routing of Federal Aid Documents

bwm/patti/contracts/dsl/4226_2rtg

MEMORANDUM

TO: Contract Reviewers

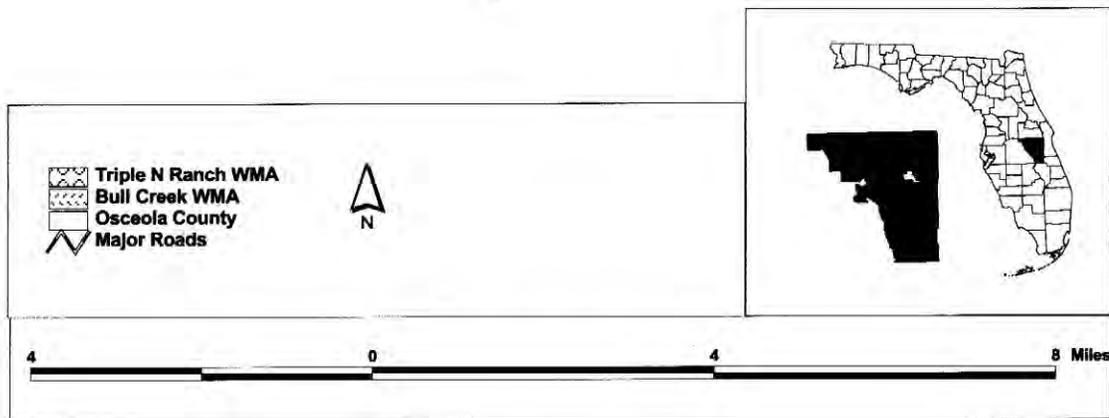
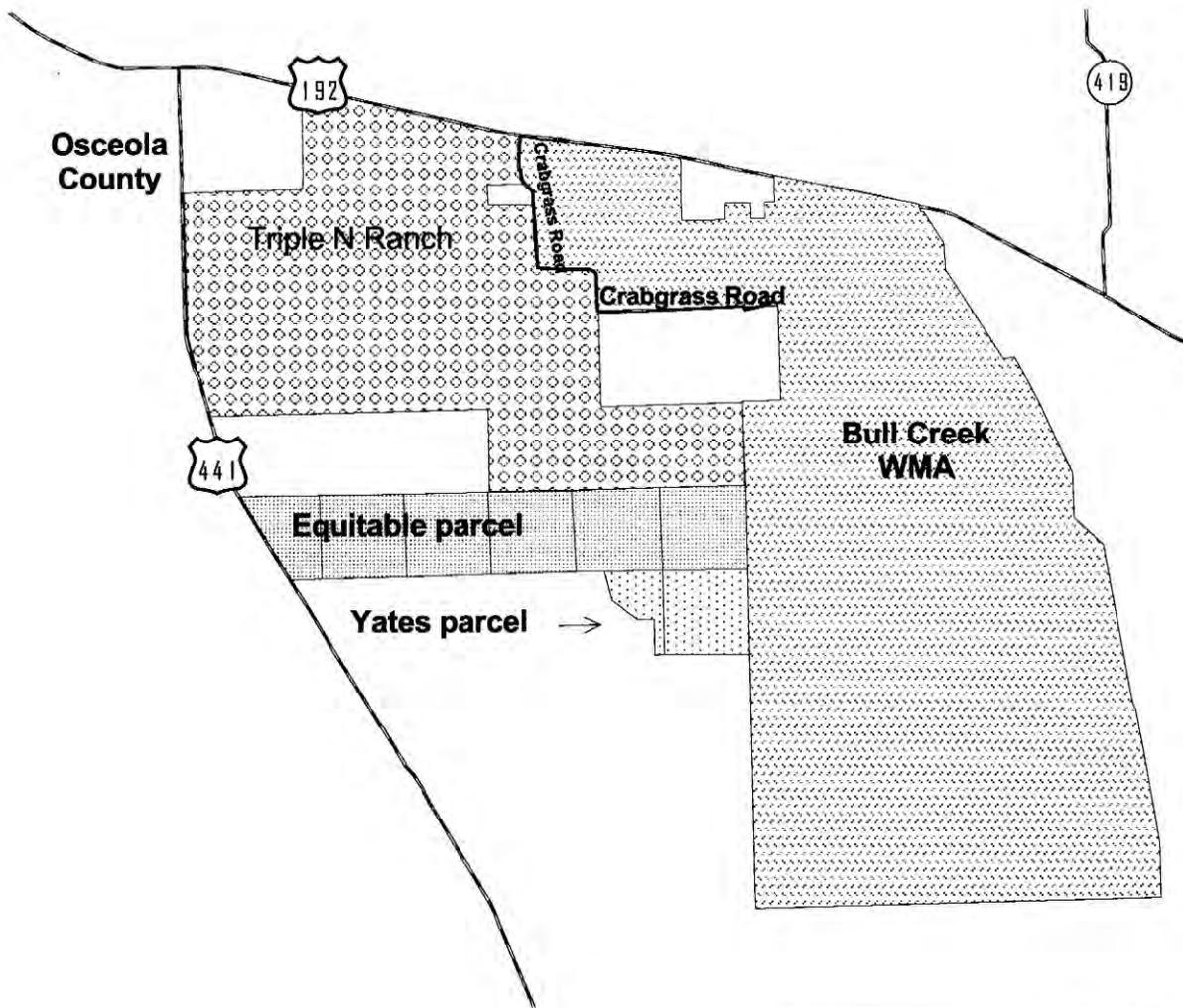
FROM: Nick Wiley, Chief, Bureau of Wildlife Management

SUBJECT: Amendment 2 to Lease # 4226, Triple N Ranch II

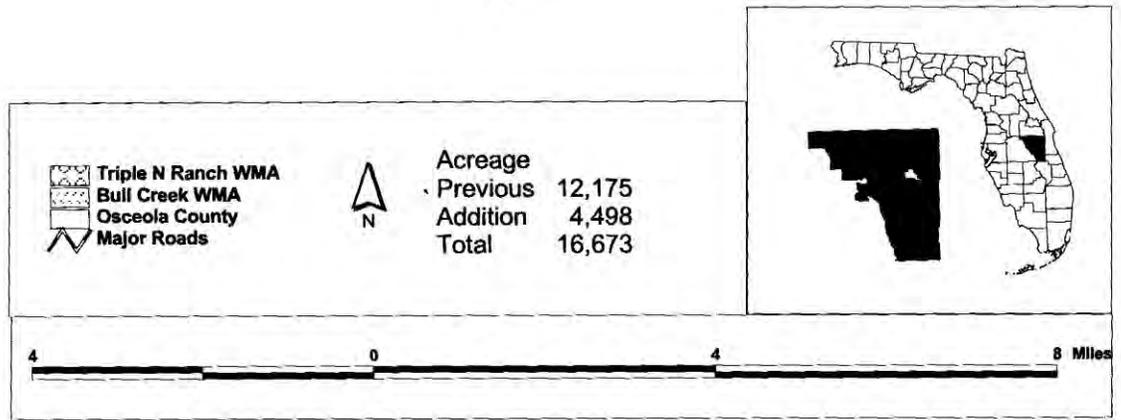
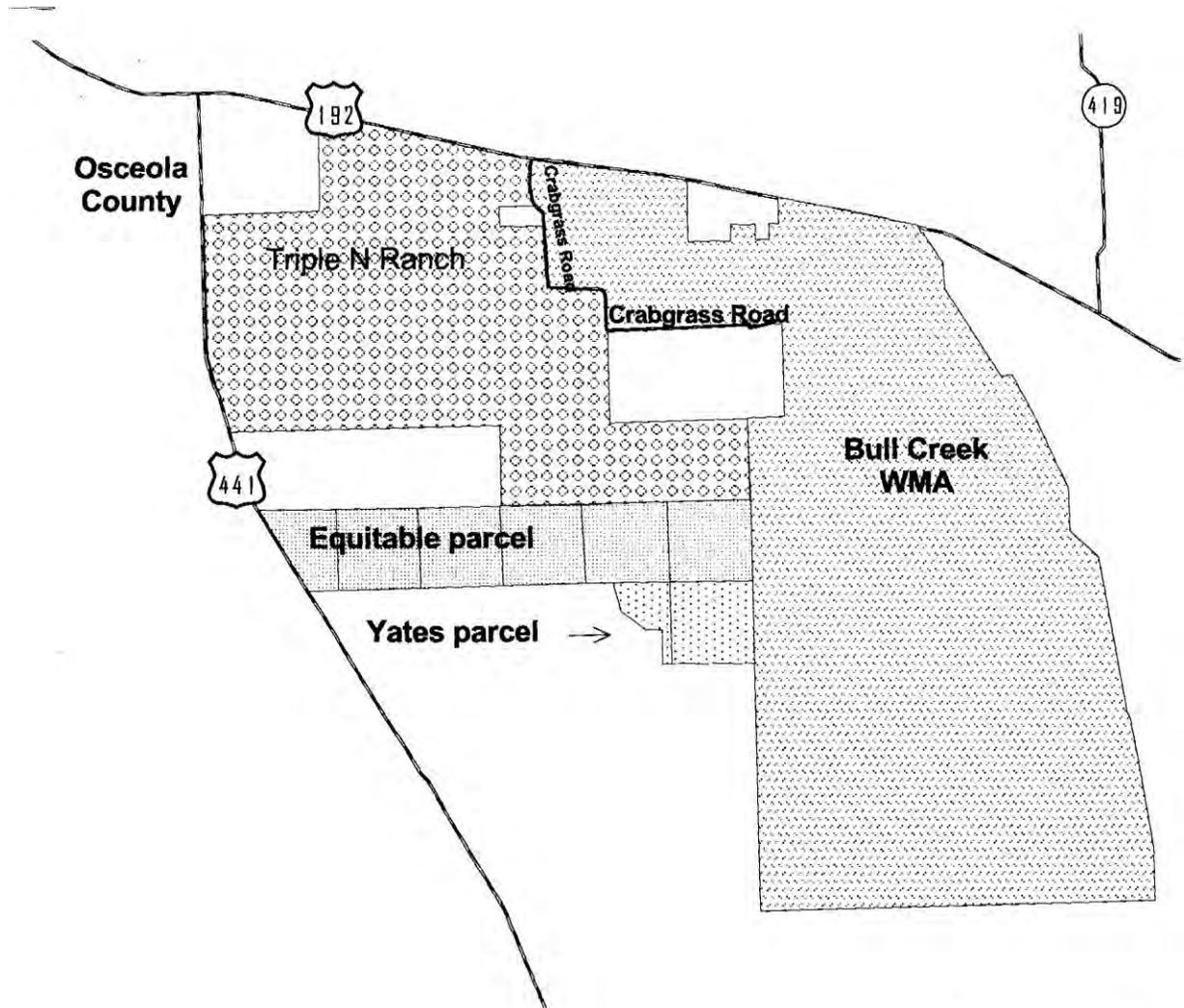
Attached are two originals of Amendment Two to Lease # 4226. This amendment will add the 903.61-acre Yates parcel to the lease. This parcel is being considered for establishment within the Triple N Ranch WMA. Currently this parcel is being managed under Interim Management Authority.

Thank you for your consideration of this matter.

LEG 8-5
FMDPD
\\Wildnet...Patt\memo4226_2mem
Attachment



Triple N Ranch, Osceola County. Boundaries are approximate.



Triple N Ranch, Osceola County. Boundaries are approximate.

ATL1

903.61 Acres

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

AMENDMENT NUMBER 2 TO LEASE NUMBER 4226

TRIPLE N RANCH II

THIS LEASE AMENDMENT is entered into this 6th day of
April, 2001, by and between the BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA,
hereinafter referred to as "LESSOR" and the STATE OF FLORIDA FISH
AND WILDLIFE CONSERVATION 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 May 3, 2000, LESSOR and LESSEE entered into
Lease Number 4226; 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 4226 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 4226 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

[Signature]
Witness
MARJORIE KARNER
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"

[Signature]
Witness
Judy Woodard
Print/Type Witness Name

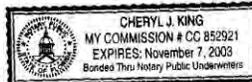
STATE OF FLORIDA
COUNTY OF LEON

6th The foregoing instrument was acknowledged before me this
day of April, 2001, 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.

[Signature]
Notary Public, State of Florida
Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: [Signature]
DEP Attorney

Page 2 of 5
Amendment Number 2 to Lease No. 4226

Revised 03/10/2000

STATE OF FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

Brenda Collins
Witness

Brenda Collins
Print/Type Witness Name

Cynthia Ward
Witness

Cynthia Ward
Print/Type Witness Name

By: Victor J. Heller (SEAL)

Victor J. Heller
Print/Type Name

Title: Assistant Executive Director

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

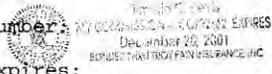
The foregoing instrument was acknowledged before me this 19th day of March, 2001, by Victor J. Heller as Asst. Executive Director of State of Florida Fish and Wildlife Conservation Commission. He/~~she~~ is personally known to me.

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

Print/Type Notary Name

Commission Number:

Commission Expires:



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Commission Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

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

THIS INDENTURE, made this 4th day of December, A.D. 2000, between Henry C. Yates, whose address is 3825 Cane Creek Road, St. Cloud, FL 34772, 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 Osceola County, Florida, to-wit:

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

Property Appraiser's Parcel Identification Number: 13-28-33-0000-0010-0000, 14-28-33-0000-0010-0000, 15-28-33-0000-0030-0000

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, nor ever has been, 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:

Debra A. Davis
(Signature of first Witness)

Henry C. Yates
Henry C. Yates

Debra A. Davis
(Printed, typed or stamped name of first Witness)

Diana M. Wallis
(Signature of second Witness)

APPROVED
FOR CLOSING

DEC 7 2000

WCR
By: William C. Robinson, Jr.
(DEP Attorney)

Diana M. Wallis
(Printed, typed or stamped name of second Witness)

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 4th day of December, 2000, by Henry C. Yates. Such person(s) (Notary Public must check applicable box):



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

Debra A. Davis
Notary Public

Debra A. Davis
(Printed, typed or stamped name of Notary Public)

Page 4 of 5
Amendment Number 2 to Lease No. 4226
Revised 03/10/2000

Exhibit "A"

All of Section Thirteen (13); and
All, less the West three-quarters (W-3/4) of the Southwest Quarter (SW-1/4) of Section
Fourteen (14), being in Township 28 South, Range 33 East; said lands situate, lying and
being in Osceola County, Florida.

AND

The North thirty (30) feet of the following described real property: Sections Fifteen (15),
Sixteen (16) and Seventeen (17), and that part of Section Eighteen (18) lying East of U. S.
Highway 441; all being in Township 28 South, Range 33 East.

LESS and except the following described property: A parcel of land lying in Section
Fourteen (14), Township 28 South, Range 33 East, Osceola County, Florida,
described as follows: From the NW corner of Section 14, Township 28 South,
Range 33 East, run South 2°36'21" East along the West line of said Section 14,
Township 28 South, Range 33 East, a distance of 100 feet to point of being of said
parcel; thence continue South 2°38'21" East along said West line 2,541.653 feet
to SW corner of the NW-1/4, Section 14, Township 28 South, Range 33 East;
thence North 87°54'13" East 1,990.567 feet to a point, thence South 2°36'18"
East 2,637.63 feet to a point on South line of Section 14, Township 28 South,
Range 33 East; thence North 87°52'31" East along said South line 664.103 feet to
the SE corner of the SW-1/4, Section 14, Township 28 South, Range 33 East;
thence North 87°55'15" East along South line of said Section 1,747.800 feet to a
point; thence North 2°36'18" West 2,502.60 feet; thence South 87°55'15" West
1,052.12 feet; thence North 44°27'07" West a distance of 1,966.78 feet; thence
North 14°38'51" West 1,250.102 feet to a point 100 feet South of the North line
of said Section 14, Township 28 South, Range 33 East; thence South 87°59'42"
West, parallel with the North line of said Section 14, 1,777.408 feet to point of
beginning.

Also less and except the following described property: Any of the above described
lands lying Southerly and Westerly of the following described line: Commence at
the Northwest corner of said Section 14; thence run South 00° 06' 13" East, along
the West line of the Northwest ¼ of said Section 14, a distance of 100.00 feet to
the point of beginning; Thence run South 89° 40' 01" East, 1,777.64 feet to a 4"
X 4" concrete monument (no identification); thence run South 12° 16' 33" East,
1250.16 feet to a 4" X 4" concrete monument (no identification); thence run South
42° 22' 58" East, 1,987.28 feet to a 4" X 4" concrete monument (no
identification); thence run South 88° 54' 20" East, 1,044.77 feet to a 4" X 4"
concrete monument (no identification); thence run South 00° 03' 23" West,
2,500.84 feet to a rebar and cap (LB 4741) lying on the South line of said Section
14, said point lying South 89° 38' 01" East, 1,747.80 feet East of the Southeast
corner of the Southwest ¼ of said Section 14.

Triple "N" Ranch, Yates, Osceola County
Revised: 10.24.00

Page 5 of 5
Amendment Number 2 to Lease No. 4226

Revised 03/10/2000

13.1.4 Lease 4226 Amendment 3

WA-041

DIVISION LOG # W1385

CONTRACT NUMBER 99216

CONTRACT ROUTING REVIEW FORM

CONTRACTOR NAME BOT-DEP-DSL/FWC

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

BRIEF TITLE Amendment 3 to Lease 4226, addition of 161.19 Acres

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

CONTRACT BEGIN DATE MAY 3, 2000 END DATE May 2, 2050 OPTION FOR _____ YEARS

ORIGINATOR/CONTACT P. DOERR DP PHONE 8-3831 DIV./OFFICE/MAIL DOW/BWM

TOTAL CONTRACT AMOUNT \$ _____ PAYMENT AMOUNT \$ _____

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

___ EXPENDITURE ___ REVENUE ___ AGREEMENT ___ EASEMENT/DEED ___ LEASE (INCLUDES WMA OR FMA LEASES)

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

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

Certified Minority: ___ Yes ___ No ___ Not Available ___ Not Appl. Minority Category _____ (See reverse side for options)

Division/offices Are to forward executed Original Contract and Routing Slip to The Bureau of Office Operations.

Class/group Code _____ FLAIR: Yes ___ No ___ FSAA Checklist Yes ___ No ___

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader	<i>[Signature]</i>	8/31/01	
2. Proj. Budget Mgr. (Expenditure Only)			Budget Authority: ___ Existing ___ New
3. Bureau Chief	<i>[Signature]</i>	9/5/01	
4. Bur. of Office Operations	<i>[Signature]</i>	9-14-01	
5. Legal	<i>[Signature]</i>	9-14-01	
6. Dir. of Auditing (Expenditure/Revenue)	 	 	
7. Bureau of Accounting	 	 	Funds Availability: ___ Yes ___ No
8. Division Director	<i>[Signature]</i>	9-14-01	
Copy to Accounting	N/A	9-14	sent to DSL for sig
Originator to Bur. of Office Ops.	<i>[Signature]</i>	10/15/01	
Bur. of Office Ops. to Central Files	<i>[Signature]</i>	10-17-01	

bwm/patti/contracts/dsl/4226_3rtg

MEMORANDUM

TO: Contract Reviewers

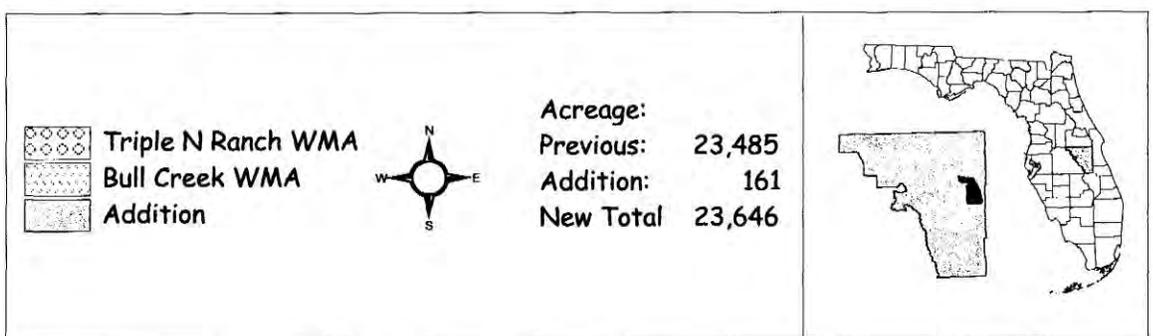
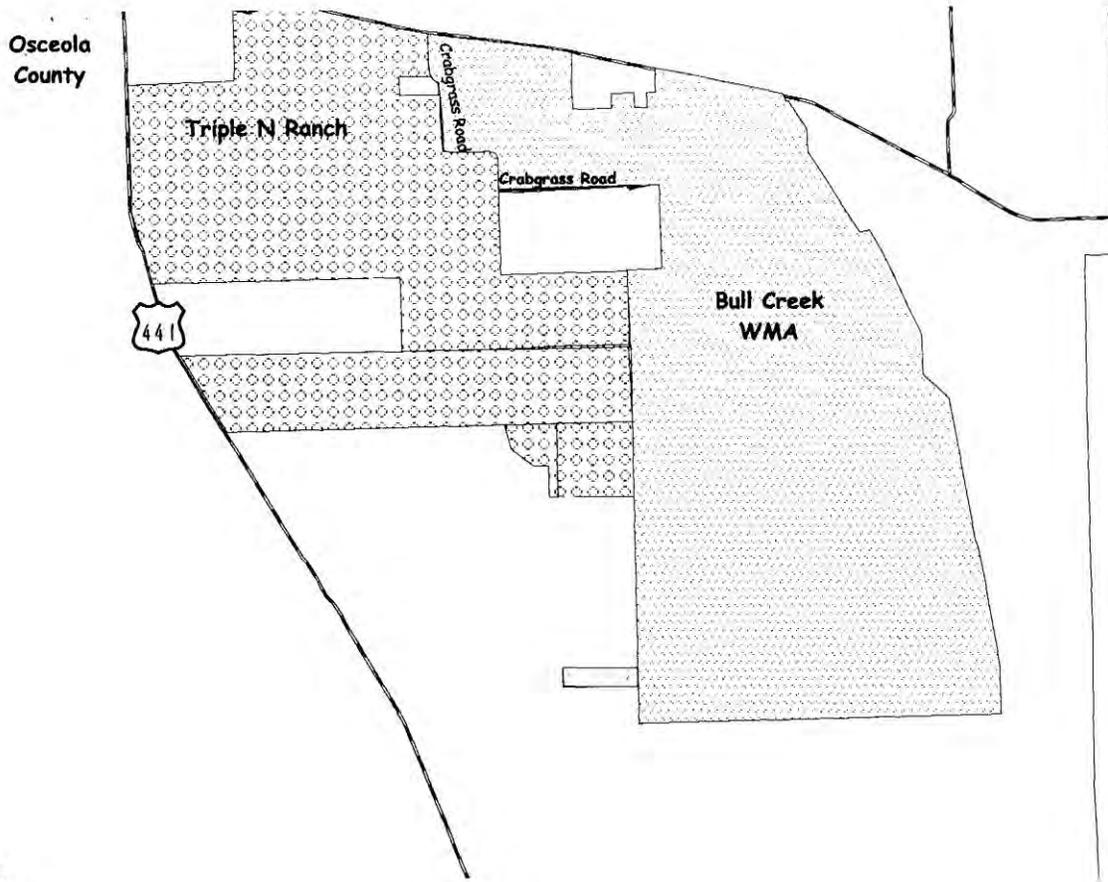
FROM: Nick Wiley, Chief, Bureau of Wildlife Management

SUBJECT: Amendment 3 to Lease # 4226, Triple N Ranch II

Attached are two originals of Amendment Three to Lease # 4226. This amendment will add the 161-acre Campos-Haviland parcel to the lease. This parcel is being considered for establishment within the Bull Creek WMA at the September 2001 Commission Meeting. Currently this parcel is being managed under Interim Management Authority.

Thank you for your consideration of this matter.

LEG 8-5
FMDPD
\\Wildnetv...Patti\memo4226_3mem.
Attachment



Bull Creek WMA, Osceola County. Boundaries are approximate.

ATL1

161.19 Acres

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

AMENDMENT 3 TO LEASE NUMBER 4226

TRIPLE N RANCH II

THIS LEASE AMENDMENT is entered into this 2ND day of October, 2001, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION 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 May 3, 2000, LESSOR and LESSEE entered into Lease Number 4226; 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 4226 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 4226 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 Woodard
Witness

Judy Woodard
Print/Type Witness Name

Fredrica W. Jones
Witness

Fredrica W. Jones
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

2nd The foregoing instrument was acknowledged before me this
day of October, 2001, 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
MY COMMISSION # DD035841 EXPIRES
July 25, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

Sylvia S. Roberts
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Sam H. Helz
DEP Attorney

STATE OF FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

PA Doerr
Witness

PA Doerr
Print/Type Witness Name

Florida Parrish
Witness

Florida Parrish
Print/Type Witness Name

By: T. Breault (SEAL)

Timothy A. Breault
Print/Type Name

Title: Assistant Division Director

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
14th day of September, 200L, by Timothy A. Breault
as Ass't Division Director, on behalf of State of 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:



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

Commission Expires:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Robert V. Robertson
Commission Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Rec'd 5/3/01

This instrument Prepared By and
Please Return To:
Joseph R. Boyd, Esquire
BOYD, LINDSEY, BRANCH & SLIGER, P.A.
1407 Piedmont Drive East
Tallahassee, Florida 32312

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

THIS INDENTURE, made this 6th day of April, A.D. 2001,
between CARLOS V. CAMPOS AND CAROLISA HAVILAND, whose post
office address is set forth below, grantor, and the BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA, whose post office address is o/o Florida Department of
Environmental Protection, Division of State Lands, 3900 Commonwealth
Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantees,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to
this instrument and their heirs, legal representatives, successors and assigns.
"Grantee" 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
OSCEOLA County, Florida, to-wit:

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

Property Appraiser's Parcel Identification Number: 36-28-33-0000-0020-0000

This conveyance is subject to assessments, 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:

Reles N Campos
(Signature of first Witness)

Reles N CAMPOS
(Printed, typed or stamped name of
first witness)

[Signature]
(Signature of second Witness)

ROBALDO RIBEZ
(Printed, typed or stamped name of
second witness)

Reles N Campos
(Signature of first Witness)

Reles N CAMPOS
(Printed, typed or stamped name of
first witness)

[Signature]
(Signature of second Witness)

ROBALDO RIBEZ
(Printed, typed or stamped name of
second witness)

[Signature]
CARLOS V. CAMPOS
1711 N. E. 142nd St.
Miami, FL 33181

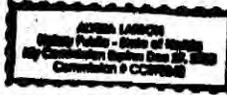
[Signature]
CAROLISA HAVILAND
3285 9th Ave.
Vero Beach, FL 32966

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 6th day of April, 2001, by CARLOS V. CAMPOS AND CAROLISA HAYLAND. Such person(s) (Notary Public must check applicable box):

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

Alissa Larson
Notary Public
Alissa Larson
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: CC595242
My Commission Expires: 12/07/03



APPROVED AS TO FORM AND LEGALITY
By: _____
DEPUTY
DATE: _____

WJL/MP/BJC
04/06/01

EXHIBIT "A"

The South ½ of the North ½ of Section 36, Township 28 South, Range 33 East, Osceola County, Florida. Together with an easement for ingress and egress over the South ½ of said Section 36. Together, with a non-exclusive 50 foot easement for ingress, egress and utility purposes over the South 50 feet of Sections 33, 34 and 35, Township 28 South, Range 33 East. Said easement beginning at Highway 441 and continuing East to the Southwest corner of said Section 36.

Osceola Pine Savannas/ Campos
Osceola County

Page 1 of 1

REVISED
BSM APPROVED
By Nick Date 1/2/00

Page 6 of 6
Amendment 3 to Lease No. 4226

DIVISION LOG # 1740 CONTRACT NUMBER 99216

CONTRACT ROUTING REVIEW FORM

CONTRACTOR BOT OF IITF AND FWC

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

PROJECT TITLE AMENDMENT 4 TO LEASE 4226, ADDITION OF 904.14 ACRES TO TRIPLE N RANCH WMA

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

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

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

CONTRACT BEGINS: DATE EXECUTED OR 5/3/2000 END DATE 5/2/2050 OPTION FOR _____ YEARS

TOTAL CONTRACT AMOUNT \$ _____ PAYMENT AMOUNT \$ _____

BILLING PERIODS: MONTHLY QUARTERLY ANNUALLY OTHER _____

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

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

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

Certified Minority: Yes No Not Available Not Appl. Minority Category _____ (See reverse side for options)
 Commodity Code _____ FLAIR: Yes No Federal Funds: Agency _____ CFDA _____

Routing Order for Approval	Approval Signature	Date	Comments
1. Project Leader	<i>M. Brooks</i>	7/11/07	
2. Bur. of Office Operations	<i>[Signature]</i>	8/2/07	
3. Legal	<i>[Signature]</i>		
4. Dir. of Auditing	<i>[Signature]</i>	8/30/07	for Trevor Phillips
5. Division Director execute	<i>[Signature]</i>	8/2/07	
Originator to Bur. of Office Ops.			Send executed Original Contract and Routing Slip to BOO
Bur. of Office Ops. to Central Files	<i>B. Panahi</i>	9/5/07	

BWM/patti/contracts/dsl amendment rlg sheet revised
Raf chp 12/30/09

copy

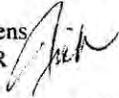
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION

MEMORANDUM

Date: August 21, 2007

To: Don Smith, Records

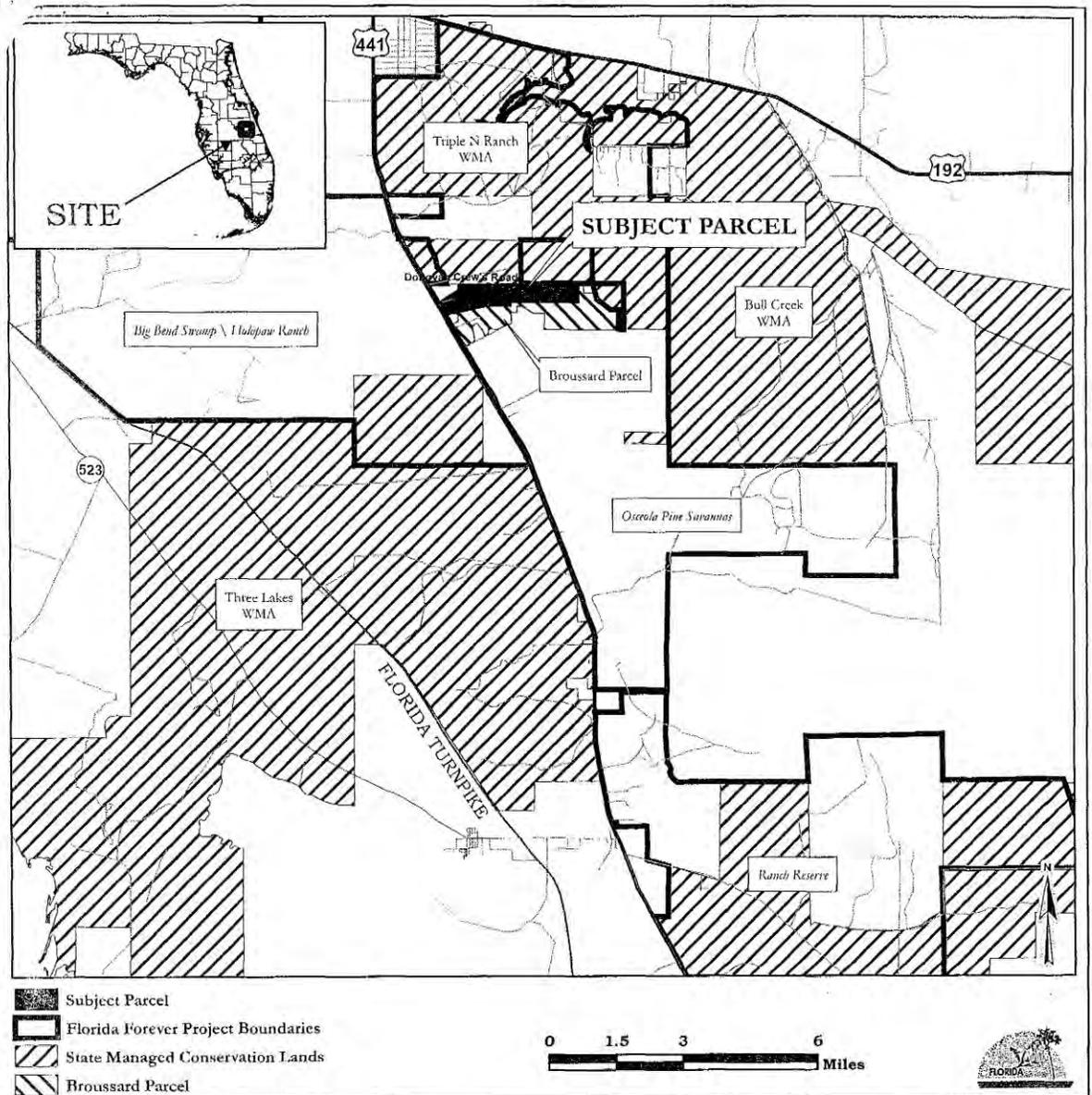
CC: Mike Abbott, w/ amendment
Jeremy Olson, w/ amendment
David Alden, w/ cover memo only
Rosa Torres, w, cover memo only

From: Rich Mospens
HSC/THCR 

RE: Amendment No. 4 to IITF Lease No. 4226 (FWC Contract #99216),
addition of 904.14 acres, more or less, to Triple N Ranch Wildlife
Management Area

Included herewith please find a fully executed original of the referenced amendment, which adds the Vanosdol parcel of approximately 904.14 acres to the WMA, the routing form and a map depicting the parcel.

Let me know if there are any questions pertaining to this matter.



FLORIDA FISH & WILDLIFE ADDITION AND INHOLDING

TRIPLE N RANCH

VANOSDOL

SECTIONS 15-18, TOWNSHIP 28 SOUTH, RANGE 33 EAST

OSCEOLA COUNTY, FLORIDA

ATL1

904.14 Acres

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

AMENDMENT NUMBER FOUR TO LEASE NUMBER 4226
TRIPLE N RANCH WMA

THIS LEASE AMENDMENT is entered into this 9th day of AUGUST,
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, 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 May 3, 2000, LESSOR and LESSEE entered into Lease Number
4226; 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 4226 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 4226, 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 FOUR to Lease Number 4226 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 Woodard
Witness

Judy Woodard
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

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"

The foregoing instrument was acknowledged before me this 9th day of AUGUST, 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.

Alexandra Alexandre
Notary Public, State of Florida
Alexandra Alexandre
Print/Type Notary Name

Commission Number:



ALEXANDRA ALEXANDRE
Commission DD 637056
Expires February 6, 2011
Bonded Third Party Fish Insurance 850-365-7019

Commission Expires:

Approved as to Form and Legality

By: [Signature]
DEP Attorney

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

Diane Chason
Witness

Diane Chason
Print/Type Witness Name

Masda Solim
Witness

Masda Soliman
Print/Type Witness Name

By: Edwin J Moyer (SEAL)

Edwin J Moyer
Print/Type Name

Title: Dep Dir, HSC

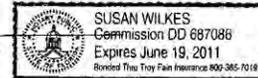
"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8th day of August, 2007, by Edwin J. Moyer as HSC Deputy Director, on behalf of the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION. He/she is personally known to me.

Susan Wilkes
Notary Public, State of Florida

Print/Type Notary Name



Commission Number:

Commission Expires:

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

This Instrument Prepared By and
Please Return To:
Emily Parry
American Government Services Corporation
3812 W. Linebaugh Avenue
Tampa, Florida 33618
AGS # 19516

LARRY WHALEY 4P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT
CL 2006302313 OR 3369/564
JOS Date 12/29/2006 Time 15:44:06
DOC STAMPS: 56,970.90

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

THIS INDENTURE, made this 14th day of December, A.D. 2006, between Donald Vanosdol and Monette Vanosdol, husband and wife whose address is 102 Saw Mill Rd., St. Cloud, FL 34773, 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 Osceola County, Florida, to-wit:

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

Property Appraiser's Parcel Identification Number: 152833-000000100000, 162833-000000100000,
172833-000000100000, 172833-000000500000
And 182833-000000100000

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 reimposed.

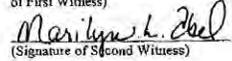
AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in
the presence of


(Signature of First Witness)

John B. Pitzer
(Printed, Typed or Stamped Name
of First Witness)


(Signature of Second Witness)

MARILYN L. ABEL
(Printed, Typed or Stamped Name
of Second Witness)


Donald Vanosdol

Exhibit "A"
Page 4 of 7 Pages
Amendment Number 4 to Lease No. 4226

CL 2006302313

OR 3369/565

John F. Abel
(Signature of First Witness)

Monette Vanosdol
Monette Vanosdol

John F. Abel
(Printed, Typed or Stamped Name of First Witness)

Marilyn L. Abel
(Signature of Second Witness)

MARILYN L. ABEL
(Printed, Typed or Stamped Name of Second Witness)

STATE OF FLORIDA
COUNTY OF DUCHELA

The foregoing instrument was acknowledged before me this 14th day of December 2006, by Donald Vanosdol and Monette Vanosdol. Such person (Notary Public must check applicable box):

- () as personally known to me.
- (X) produced a driver license.
- () produced _____ as identification.

(NOTARY PUBLIC SEAL)

Marilyn L. Abel
Notary Public

MARILYN L. ABEL
(Printed, Typed or Stamped Name of Notary Public)



Commission No.: DD 378431
My Commission Expires: December 14, 2008

Exhibit "A"
Page 5 of 7 Pages
Amendment Number 4 to Lease No. 4226

EXHIBIT "A"

THE NORTH 1/4 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 33 EAST, LESS AND EXCEPT THE NORTH 30.0 FEET AND THE SOUTH 470.0 FEET THEREOF, OSCEOLA COUNTY, FLORIDA

AND

THE NORTH 1/4 OF SECTION 16, TOWNSHIP 28 SOUTH, RANGE 33 EAST, LESS AND EXCEPT THE NORTH 30.0 FEET THEREOF, AND LESS THE SOUTH 470.0 FEET OF THE EAST 1/2 OF THE NORTH 1/4 OF SECTION 16, TOWNSHIP 28 SOUTH, RANGE 33 EAST, OSCEOLA COUNTY, FLORIDA, AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, PROCEED SOUTH 89°47'41" EAST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SECTION 16, A DISTANCE OF 2537.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46°02'17" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 151.88 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 16, THENCE SOUTH 00°01'31" EAST, ALONG SAID WEST LINE, A DISTANCE OF 105.81 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, THENCE NORTH 89°47'41" WEST, DEPARTING SAID WEST LINE, AND ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 16, A DISTANCE OF 109.36 FEET TO THE POINT OF BEGINNING.

AND

THE NORTH 1/4 OF SECTIONS 17 AND 18, TOWNSHIP 28 SOUTH, RANGE 33 EAST, OSCEOLA COUNTY, FLORIDA

LESS AND EXCEPT THE NORTH 30.0 FEET THEREOF

AND ALSO LESS AND EXCEPT THAT PORTION LYING WEST OF THE EAST RIGHT OF WAY LINE OF HIGHWAY 441;

AND ALSO LESS AND EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; PROCEED SOUTH 00°01'51" WEST, ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING AND A POINT ON A LINE 30.00 FEET SOUTH OF, AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 17, SAID POINT LYING 5,289.76 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 17, AS MEASURED ALONG SAID WEST LINE, THENCE NORTH 89°55'32" EAST, DEPARTING SAID WEST LINE, AND ALONG SAID PARALLEL LINE, A DISTANCE OF 1697.20 FEET, THENCE SOUTH 05°53'15" WEST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 753.98 FEET; THENCE SOUTH 72°46'24" WEST, A DISTANCE OF 236.09 FEET, THENCE SOUTH

Triple N Ranch Wildlife Management Area
FPWCC Addition and Inholding
Donald Vanosdot and Monette Vanosdot

EDM
Dec 28 11.19.06

EXHIBIT "A"

58°19'07" WEST, A DISTANCE OF 2453.32 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (STATE ROAD NO. 15); THENCE NORTH 30°18'24" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2435.87 FEET TO A POINT ON A LINE 30.00 FEET SOUTH OF, AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 18, THENCE NORTH 89°55'48" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, AND ALONG SAID PARALLEL LINE, A DISTANCE OF 1923.08 FEET TO THE POINT OF BEGINNING

AND

THOSE PARTS OF SECTIONS 17 AND 18, TOWNSHIP 28 SOUTH RANGE 33 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF U. S. HIGHWAY 441 (FORMERLY STATE ROAD #29) WHICH IS 1,869.62 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 17 AS MEASURED ALONG THE EAST LINE OF SAID U. S. HIGHWAY 441; THENCE RUN NORTHEASTERLY A DISTANCE OF 5,219.1 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 17, THENCE RUN WESTERLY ALONG THE NORTH LINE OF THE SOUTH HALF (S ½) OF SAID SECTION 17 AND THE NORTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 18, A DISTANCE OF 5,716.7 FEET MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 441, THENCE RUN SOUTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE OF U. S. HIGHWAY 441 A DISTANCE OF 1,206.2 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

10/27

Triple N Ranch Wildlife Management Area
FWCC Addition and Inholding
Donald Venosdoi and Monette Venosdoi

13.2 Public Involvement

13.2.1 Management Advisory Group Meeting Results

Triple N Ranch Wildlife Management Area (TNRWMA) Management Advisory Group (MAG) Consensus Meeting Results

April 19, 2011 in Kissimmee, Florida

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

The TNRWMA consensus meeting was held on the morning of April 19, 2011 at the Institute of Food and Agricultural Sciences (IFAS) Osceola County Extension Office in Kissimmee, Florida. The ideas found below were provided by stakeholders for consideration in the 2011 - 2021 Management Plan (MP) for TNRWMA with priority determined by vote. These ideas represent a valuable source of information to be used by biologists, planners, administrators, and others during the development of the MP. Upon approval by FWC, the Acquisition and Restoration Council (ARC), and the Trustees of the Internal Improvement Trust Fund (Governor and Cabinet), the TNRWMA MP will guide the activities of FWC personnel over the ten-year duration of the management plan and will help meet agency, state, and federal planning requirements.

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

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

<u>Rank</u>	<u># of Votes</u>	<u>Score</u>	<u>Idea</u>
1.	[8]	[19]	1. Continue to maintain habitat with prescribed fire. FWC has a pretty aggressive burning program. All acreage of TNRWMA is in maintenance condition (burned within last four years). Burn quite a bit in the summer (April 1 - August 1); mimicking natural fire regime.
2.	[5]	[10]	3. Continue to control and manage exotic species (e.g., lygodium, cogongrass). Work with the Department of Transportation to control along roadway. Also Brazilian pepper, tropical soda apple, hogs.

<u>Rank</u>	<u># of Votes</u>	<u>Score</u>	<u>Idea</u>
3.	[5]	[20]	26. Improve informational signage at entrances; increase visibility of boundary signs. Lack of visibility; need to have immediate information at entrances about what is available and more visibility of boundary lines.

Two items of equal rank:

4.	[3]	[4]	2. Move cattle grazing to appropriate pasture areas; explore adding cattle lease opportunities. Remove cattle from native areas.
4.	[3]	[4]	11. To continue to allow public access. Increase emphasis of family recreation including camping, hiking, and wildlife observation; provide equestrian opportunities. Currently, there are not a lot of users. TNRWMA is uniquely situated, has nice facilities, offers pretty places to see. If promoted, would have more visitation. It is public property, owned by everyone. Hate to see access closed. Provide opportunities for families/groups to ride. Advertising available opportunities and having appropriate facilities is important.
6.	[3]	[8]	15. Provide adequate capabilities for enforcement of regulations; ensure adequate management staffing. We have good rules and regulations but need officers to enforce them. Encourage enforcement, number of officers, and prosecution. Also need adequate staffing for management. Currently have three Full Time Employees.
7.	[3]	[9]	10. Establish a safety buffer around boundary. Need to have a hunting safety zone along adjacent landowner's property.
8.	[3]	[10]	16. Manage for wildlife habitat; manage for migratory and wide ranging wildlife. Have become important areas for migratory bird species (e.g., passerines, waterfowl). Changes in wildlife patterns due to climate change need to be taken into consideration.

<u>Rank</u>	<u># of Votes</u>	<u>Score</u>	<u>Idea</u>
9.	[3]	[12]	12. Continue current quality hunting season format. Offer limited draw. Successful hunt format that provides different hunting opportunities for this area.
10.	[3]	[13]	8. Restore hydrology in the southeast portion of TNRWMA. Need to restore hydroperiod.
11.	[2]	[3]	5. Create connectivity for wildlife and recreational opportunities with Wildlife Management Areas and other private and public landowners (e.g., connect the Florida National Scenic Trail). Currently there are gaps in the Florida National Scenic Trail; try to make connection. In ten years we may see opportunities that could be lost if we do not make connections now. Species move from site to site and are not always confined to one area.
12.	[2]	[5]	18. Initiate longleaf pine restoration. Potentially restore pine trees in open areas that are not producing. Increase number of stems per acre on appropriate sites.

Two items of equal rank:

13.	[2]	[6]	24. Set aside a zone as a wildlife sanctuary. Would increase hunting opportunities adjacent to that.
13.	[2]	[6]	29. Continue use of roller chopping as a management tool. Self explanatory.

Two items of equal rank:

15.	[2]	[7]	27. Explore concept of developing a youth conservation center. There are several youth conservation centers throughout state but none in this area. It would be beneficial to expose youth to outdoor experiences.
15.	[2]	[7]	28. Provide for increasing recreational trends including geocaching, auto tours, shooting sports, mountain biking, and photography. Few sports on upswing. Looking at a ten-year projection, these things should be considered,

<u>Rank</u>	<u># of Votes</u>	<u>Score</u>	<u>Idea</u>
17.	[2]	[8]	34. Work with public and private partnerships to find offsite ATV/ORV opportunities. Currently we do not have an issue but this use is a growing trend that does not seem to be slowing down. We lack a good recreational opportunity for those groups. Need to develop on an already disturbed area. This will assist with management of this property.
18.	[2]	[8]	39. Explore adding muzzleloading and archery season. This would expand hunting opportunities. Possibly add an additional week.
19.	[2]	[9]	20. Explore concept of developing a shooting sports park; locate away from residences. For example, look at wildlife impacts. If developed, make certain that park noise would not impact landowners.
20.	[2]	[10]	30. Restore appropriate site and establish a wading bird rookery. Much of our wading bird rookeries are gone, establishing rookeries at appropriate sites would be beneficial.
21.	[1]	[1]	37. Establish buck only quality deer hunting. Does should not be harvested.
22.	[1]	[2]	21. Continue monitoring vegetation for management activity impacts. Utilize Objective-Based Vegetation Management (e.g., transects, monitoring).

Three items of equal rank:

23.	[1]	[3]	4. Schedule prescribed fire other than nesting and fawning seasons. Should avoid burning at this time of the year when turkey, quail, and others are nesting, and when deer have fawns (April - first of May).
23.	[1]	[3]	9. Utilize low intensity prescribed fire. More intensive fires are harder on timber. Minimize mortality on trees.

Rank	# of Votes	Score	Idea
23.	[1]	[3]	13. Continue to restore native vegetation according to potential of soils. Utilize Objective-Based Vegetation Management. There are some opportunities for scrub restoration.
26.	[1]	[5]	33. Develop surveys and monitoring protocols for wildlife species. Will make progress with development of the Wildlife Conservation Prioritization and Recovery strategy for TNRWMA.

The following item received no votes. All ideas represent valuable input, and are considered in development of the TNRWMA MP, but carry no rank with regard to the priority perceptions of the MAG.

- 14. **Establish dove fields.** The old citrus grove would be good place for a dove field.
- 17. **Encourage restoration of imperiled species including Sherman fox squirrel.** 20 years ago we had quite a few Sherman fox squirrels and now we have hardly any. Potentially translocate.
- 36. **Conduct thorough analysis for potential surplus lands.** Longstanding requirement for state parks, Wildlife Management Areas, etc. There is a renewed emphasis with current administration (e.g., legislature, cabinet) that we look to current conservation lands and determine those that are not needed.
- 38. **Expand game hunting opportunities to include hunting raccoon at night.** In this part of central Florida, there not a lot of public opportunities for harvesting raccoons.
- 40. **Establish a daily-use fee.** Potential revenue source.

**Triple N Ranch Wildlife Management Area
MAG Meeting Participants**

<u>Name</u>	<u>Affiliation</u>
Active Participants	
Jeremy Olson	FWC Area Biologist
Doug Voltolina	St. Johns River Water Management District
Robert Mindick	Osceola County Planning Department
Sherry Burroughs	Osceola County Planning Department
John Marshall	Osceola County Forester, DOF
Chuck O'Rourke	Natural Resources Conservation Service
Charlie Joe Allen	Florida Trail Association
John Roberson	Landowner
Bobby Lines	Cattlemans lessee
Dr. Broussard	Forever Florida
Kurt Arendas	FWC Law Enforcement
Monnette Vanosdol	Landowner
Brigham Mason	Deseret Ranch
Supportive Participants	
Dave Morin	Landowner
Kathy Roberson	Landowner
Mick Karolick	Florida Trail Association
Jen Williams	FWC Division of Hunting and Game Management
Tom Matthews	FWC Office of Recreation Services
Alli Jones	FWC Office of Recreation Services
Rich Noyes	FWC Office of Recreation Services
Steve Glass	FWC Habitat and Species Conservation (HSC)
Mike Abbott	FWC HSC Regional Biologist
Mark Asleson	FWC HSC Landowner Assistance Program
Invited but Unable to Attend	
Larry Rosen	Kissimmee Valley Audubon Society
Fred Hawkins, Jr.	Osceola County Commissioner District 5
Mary Glowacki	DEP, Division of Historical Resources
Dan Hipes	Florida Natural Areas Inventory
Kirk Dunaway	Orlando Kayak Fishing Club
Sharon Wolfson	Florida Freewheelers
Brian Zielinski	National Wild Turkey Federation
Paul Miller	Florida Park Service
David Woodruff	Hunting Stakeholder
Dave Marine	Hunting Stakeholder
FWC Planning Personnel	
David Alden	Meeting facilitator
Larame Ferry	Recorder
Michael Hallock-Solomon	Recorder
Gary Cochran	Conservation Acquisition and Planning Administrator

NOTICE

The Florida Fish and Wildlife Conservation Commission
announces a

PUBLIC HEARING

for the

**Triple N Ranch
Wildlife Management Area**
Osceola County, Florida

**7:00 - 9:00 P.M. Thursday, May 19, 2011
Osceola County Commission Chambers
4th Floor, Room 4100
1 Courthouse Square
Kissimmee, Florida 34741**

PURPOSE: To receive public comment regarding considerations for the FWC ten-year Management Plan for the Triple N Ranch Wildlife Management Area (WMA). This hearing is being held exclusively for discussion of the *DRAFT* Triple N Ranch WMA Management Plan.

A Management Prospectus for the Triple N Ranch WMA is available upon request. For a copy, please contact Laramie Ferry, Florida Fish and Wildlife Conservation Commission, Conservation Acquisition and Planning, 620 South Meridian Street, Tallahassee, Florida 32399-1600. Telephone: (850) 487-9102.

13.2.3 Public Hearing Press Release

For immediate release: May 2, 2011

Contact: Joy Hill, 352-258-3426

Public hearing for Triple N Ranch WMA plan is May 19

The Florida Fish and Wildlife Conservation Commission (FWC) will hold a public hearing for the Triple N Ranch Wildlife Management Area (WMA) Management Plan on Thursday, May 19. The meeting will be from 7 to 9 p.m. at the Osceola County Commission Chambers, 1 Courthouse Square, Room 4100 in Kissimmee.

The purpose of this hearing is to receive public comment on a draft of a 10-year management plan the FWC is developing for the Triple N Ranch WMA, in Osceola County. Components of the draft management plan will be presented to the public, followed by a question-and-answer session and public testimony.

A management prospectus for the Triple N Ranch WMA is available upon request from the FWC's Conservation Acquisition and Planning group. Call David Alden at 850-487-9588, or Larame Ferry at 850-487-9102, or e-mail Larame.Ferry@MyFWC.com for the prospectus.

For [more information](#), go to <http://myfwc.com/conservation/terrestrial/management-plans/>.

LF/HSC

PCB/SCB

WBD/SCB

13.2.4 Public Hearing Advertisements

**IN THE MATTER OF: FIRST PUBLICATION: May 5, 2011
NOTICE**

LAST PUBLICATION: May 12, 2011

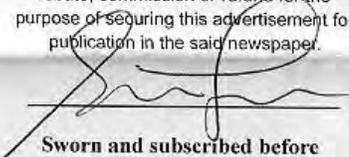
**OSCEOLA NEWS-GAZETTE**
AroundOsceola.com

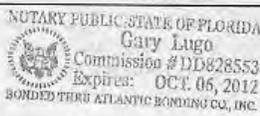
**STATE OF FLORIDA
COUNTY OF OSCEOLA**

Before me, the undersigned authority, personally appeared Stephanie Febus, who on oath says that she is the Legal Clerk of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

May 5, 12, 2011

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


Sworn and subscribed before me by Stephanie Febus, who is personally known to me, this 17th day of May, 2010.


NOTARY PUBLIC, STATE OF FLORIDA
Gary Lugo
Commission # DD828553
Expires: OCT. 06, 2012
BONDED THROUGH ATLANTIC BONDING CO., INC.


Gary Lugo



Make remittance to: Osceola News-Gazette, 108 Church Street, Kissimmee, FL 34741
Phone: (407) 846-7600 Fax: (321) 402-2946
Email: legalads@osceolanewsgazette.com
You can also view your Legal Advertising on www.AroundOsceola.com or www.FloridaPublicNotices.com

NOTICE:
The Florida Fish and Wildlife Conservation Commission announces a PUBLIC HEARING for the Triple N Ranch Wildlife Management Area located in Osceola County, Florida, 7:00 P.M. Thursday, MAY 19, 2011, Osceola County Commission Chambers, Room 4100, 1 Courthouse Square, Kissimmee, Florida 34741
PURPOSE: To receive public comment regarding considerations for FWC's ten-year Management Plan for the Triple N Ranch Wildlife Management Area (WMA).
This hearing is designed exclusively for discussion of the draft management plan. A Management Prospectus for Triple N Ranch WMA is available upon request from the Florida Fish and Wildlife Conservation Commission, Conservation Planning Group, 820 South Meadlan Street, Tallahassee, Florida 32399-1600, Telephone: (850) 487-9588 or (850) 487-9102 or by e-mail at Larame.Ferry@flaFWC.com, May 5, 12, 2011

- The public hearing was announced at the Osceola County Board of County Commissioners May 16, 2011 meeting.

13.2.5 Public Hearing Report

PUBLIC HEARING REPORT FOR THE

TRIPLE N RANCH WILDLIFE MANAGEMENT AREA MANAGEMENT PLAN

HELD BY THE

TRIPLE N RANCH MANAGEMENT ADVISORY GROUP

May 19, 2011 – OSCEOLA COUNTY, FLORIDA

Dr. William Broussard, representing the Triple N Ranch Wildlife Management Area (TNRWMA) Management Advisory Group (MAG), opened the public hearing at 7:00 PM and briefly described the stakeholder meeting for the TNRWMA. He informed the public that the Triple N Ranch MAG, had met with the Florida Fish and Wildlife Conservation Commission (FWC) planners and biologists at the Institute of Food and Agricultural Sciences, Osceola County Extension Office on April 19, 2011. He provided a brief overview of the meeting and its purpose, which was to have an opportunity for the public at large to hear, understand, and comment on the elements of the management plan, and thus provide further guidance to FWC in its planning efforts.

Dr. Broussard stated that following the MAG meeting, FWC personnel met and developed the elements of the draft plan. Copies of this draft plan were also available at the door. Following approval by the Governor and Cabinet, the plan will be the official management guidance document for the next ten years. The public hearing was hosted by the TNRWMA MAG, but the other group members, some of whom were in attendance at the public hearing, were to rely on David Alden and Jeremy Olson and others from the FWC to present the plan elements and the process. The public hearing had been advertised in compliance with Chapter 259.032 (10), Florida Statutes.

Dr. Broussard thanked the audience for participating, for their interest and attendance, and for being involved in the planning process. He then turned the proceedings over to Mr. Gary Cochran, Conservation Acquisition and Land Management Planning Administrator for the FWC.

Mr. Cochran thanked the MAG and participants and reviewed the public hearing agenda for those in attendance. The agenda, management plan prospectus, and draft management plan were made available at the start of the meeting. Mr.

Cochran provided information about the public hearing to participants. Mr. Cochran asked FWC participants to introduce themselves, and explained the evening's agenda. Seven FWC employees were present, one employee from the St. Johns River Water Management District (SJRWMD), and one employee from the Florida Department of Agriculture and Consumer Service, Florida Forest Service. The FWC participants included Division of Habitat and Species Conservation staff for the Northeast Region of Florida, including managers of the TNRWMA, Conservation Acquisition and Planning staff, Division of Law Enforcement, Office of Public Access and Wildlife Viewing Services, and Hunting and Game Management staff.

Mr. Cochran then provided a brief presentation of the process by which the FWC develops area management plans and how the plans are reviewed and approved by other entities in accordance with statutory and administrative procedures for state-owned lands.

He also explained that the TNRWMA (16,295 acres) is owned by the people of Florida, and the Title is held by the SJRWMD and the Board of Trustees of the Internal Improvement Trust Fund [BOT (Governor and Cabinet)]. The WMA is managed by FWC. He displayed an area vicinity map, showing surrounding conservation lands and Florida Forever projects as well as an aerial photo of the WMA. He then went over the acquisition history, stating the first purchase of TNRWMA was accomplished in November 1994 from the Maury L. Carter Trust III, Maury L. Carter Trust II, and the Hilltop Trust. This 8,893 acre tract was acquired by FWC and the SJRWMD using Save Our Rivers funds, funds appropriated to the SJRWMD from Preservation 2000 Land Acquisition Program (P-2000) bonds, and funds appropriated to FWC as its share of the P-2000 Inholdings and Additions Acquisition Program. In 1996, the management boundary between TNRWMA and Bull Creek WMA was adjusted, resulting in a net decrease of approximately 1,279 managed acres in TNRWMA. Also in 1996, the 1,366 acre Carter tract, which lies within the South Florida Water Management District, was acquired by FWC utilizing P-2000 funds. Additionally, using P-2000 funds, FWC acquired the 1,915-acre McNamara tract in 1997, the 3,594-acre Equitable tract in 2000, and the 903-acre Yates tracts in 2000. In 2006, FWC acquired the 904-acre Vanosdol tract utilizing Florida Forever funds. Title to each of the FWC acquisitions listed above is vested in the BOT.

Mr. Cochran went on to state that the TNRWMA was purchased as an addition to the SJRWMD Bull Creek Project and was the first tract acquired within the Osceola Pine Savannas Conservation Acquisition and Recreational Lands (CARL) Project boundary. Among the State's purposes for acquisition, as expressed in the CARL Annual Report, are to link the Bull Creek and Three Lakes WMAs, helping to

ensure the survival of prairie wildlife species such as the swallow-tailed kite and crested caracara. According to the CARL Annual Report, the acquisition would also protect the watershed of Bull Creek and provide a large area for the public to enjoy hunting, wildlife observation, and other activities. FWC's land management objectives for the TNRWMA are consistent with the original CARL objectives and purpose. These objectives are also consistent with the acquisition purpose and management goals set forth under the Preservation 2000 Act and the Florida Forever Act which established the purpose for lands the FWC has acquired and continues to manage under both of these programs.

Mr. Cochran stated the TNRWMA is managed as a wildlife management area for the purposes of natural resource conservation including soil, water, air, fish and wildlife, and for fish and wildlife-based public recreation and that recreational opportunities on TNRWMA include wildlife viewing, hiking, bicycling, horseback riding, camping, and hunting.

Mr. Cochran went over the natural communities of TNRWMA which include the following: mesic flatwoods (56%), dome swamp (14%), depression marsh (5%), dry prairie (4%), hydric hammock (4%), wet prairie (3%), baygall (2%), wet flatwoods (2%), and the remainder being ruderal, pasture, and citrus. He stated the rare and imperiled species of TNRWMA include American alligator, crested caracara, Eastern indigo snake, Florida sandhill crane, gopher frog, gopher tortoise, red-cockaded woodpecker, Sherman's fox squirrel, Southeastern American kestrel, wood stork, and wading birds including the snowy egret, tricolored heron, and white ibis.

He then went over the cultural resources and said the Florida Department of State's Division of Historical Resources (DHR) provides FWC with recent data on occurrences of Florida's cultural resources. Logging road/railroad grade crossing has been identified on the southern portion of TNRWMA, which may be eligible for listing on the National Register of Historic Places. He said a field survey was completed in 1996 by DHR on the extent of TNRWMA at that time and that the survey identified one 20th century artifact scatter in close proximity to TNRWMA in addition to one previously identified prehistoric archaeological site on TNRWMA. He said it is likely that additional archaeological sites occur in the area.

Mr. Cochran then directed participants to refer to the draft management plan handout provided at the door then introduced Mr. Jeremy Olson, FWC Area Biologist for the TNRWMA, who presented management intent of the FWC. He explained that in general, the FWC management intent for the TNRWMA is to restore and maintain natural communities in a condition that sustains ecological processes and conserves biological diversity especially fish and wildlife resources. In conjunction with this primary emphasis, it is FWC's intent to provide quality fish

and wildlife-based recreational opportunities on TNRWMA. Mr. Olson said FWC will utilize the best available data, guidelines, natural resource management practices, and recreational management practices to achieve these outcomes in accordance with the original purposes for acquisition. Mr. Olson then outlined the management intent, goals, short and long-term objectives, challenge statements, and solution strategies (Addendum 1).

Mr. Olson concluded his presentation, and Mr. Cochran then went over the draft Optimal Conservation Planning Boundary. He showed a map of the conservation planning boundary and stated that this area is not an acquisition boundary but is part of a broader Conservation Action Strategy for the management area that shows important rural lands and natural resources that FWC has determined to be important to the continued viability of fish and wildlife populations in the area and would also provide landscape linkages for other regional wildlife populations and habitats. He said the planning boundary is designed to assist in maintaining the rural character of these lands and to encourage fish and wildlife habitat improvement that may be achieved through land use planning decisions, voluntary landowner stewardship programs, conservation easements, and in some cases, voluntary conservation acquisitions. He stated the participation in any of these FWC conservation efforts is entirely voluntary and at the sole discretion of willing landowners.

He then introduced the question and answer period of the public hearing for the draft management plan, and asked if anyone had questions. A couple of questions were asked and were answered by FWC staff as follows:

Question: Dr. Broussard asked, “Who makes sure items in the management plan are being done?”

Answer: Mr. Cochran explained that is the Acquisition and Restoration Council (ARC) and the BOT, but it is done primarily through the Department of Environmental Protection, Division of State Lands (DSL). He stated FWC holds the lease to the area from the DSL on behalf of the BOT. Every five years the DSL conducts a Land Management Review of all of the state’s conservation areas and evaluates the performance of the management plan and with the purposes for acquisition. FWC also has to do biennial reporting that goes to ARC and BOT, and the Florida Legislature. FWC has to report on the degree of success of accomplishing the goals and objectives of the management plan. We also could have the Auditor General’s office audit any program.

Question: Dr. Broussard then asked, “Does it look like the resources are available to implement the goals outlined in the management plan?”

Answer: Mr. Cochran said we have the resources available to implement some of what we have in the plan and have developed draft cost estimates. He stated we have had significant budget cutbacks at the state level but he does not anticipate a great reduction in operational resource management funds for the area but said there could be some impacts from budget cuts. Some of the larger, more expensive types of facilities proposed this evening are dependent upon funds from other sources. Therefore, they may or may not be fully accomplished within the timeframe of this management plan. He said that hopefully we will be able to accomplish the goals and objectives outlined.

Mr. Cochran then asked if there were any more questions. Since none were asked, he then asked if any participant wanted to present testimony. Three participants provided testimony.

Dr. Broussard congratulated the area managers, Mr. Olson and Mr. Steve Glass, and said TNRWMA looks much better than it did a few years ago and appreciates what they have done. He said he was particularly interested in the hydrology of the south end of TNRWMA and would like to restore some of the natural flow, increasing the hydroperiod, which is so important in times like these (i.e., drought). He stated he doesn't think it would cost much, and a lot of the dirt is there and available, and could be done with say, five bulldozers, over a few days. He would like to encourage that.

Dr. Broussard also spoke about the loss of fox squirrel populations and believes they are being killed by the hunters. He said if anything could be done about this, he would be happy to participate. He then expressed his appreciation for what FWC is doing and stated it is fantastic.

Following Dr. Broussard's testimony, Mr. Cochran thanked him and told him that his testimony would be noted in the public hearing report and went on to state that there is an objective in the plan to conduct a hydrological assessment and we hope to move forward with that during the time period of this management plan.

Ms. Vanosdol commented that she would like to see the cattle leases split into two different leases. She said that if FWC did that, additional funding would be available.

Mr. Cochran thanked her for her comments and stated that her testimony would be included in the public hearing report and considered as the plan moves forward.

Question: Dr. Broussard asked, "What is the limiting factor on the cattle grazing lease?"

Answer: Mr. Olson answered that our stocking ratio is about half (50%) of what the United States Department of Agriculture, Natural Resources Conservation Service's grazing ratio is. On TNRWMA, there are approximately 130 animal units.

Mr. Vanosdol is a landowner adjoining TNRWMA and stated that the small game hunters are moving in close to their property and that, having hunters with shotguns so close to his property is upsetting. He said they would be interested in leasing some of the acreage south of them, possibly putting cattle on the land. He thought this could eliminate their disturbance by the hunters.

Mr. Cochran said that we would document his testimony in the public record and then said he didn't believe that hunting was prohibited on the current cattle grazing lease. This was confirmed to be true by Mr. Olson. Mr. Cochran said therefore, even if there was a cattle grazing lease on that area, hunting would still be allowed there. Mr. Cochran said we currently have this issue identified as a challenge to address and will look at this issue (i.e., hunting along private property boundaries) in the draft management plan.

Since no one else offered testimony, Mr. Cochran again thanked everyone for their participation and the meeting was concluded at approximately 7:55 PM but Mr. Cochran said that staff would be available afterwards if anyone wanted to ask questions or provide additional comments.

ADDENDUM 1

**Triple N Ranch Wildlife Management Area
DRAFT Management Plan 2011 – 2021
Management Intent, Goals and Objectives,
Challenges and Strategies**

~16,295 acres, Osceola County, Florida

Owned by the People of Florida.

Title held by the Board of Trustees of the Internal Improvement Trust Fund and the St. Johns River Water Management District

Managed by the Florida Fish and Wildlife Conservation Commission

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DRAFT

1 Introduction

The following management plan components were developed for submission to the Board of Trustees of the Internal Improvement Trust Fund (BOT) of the State of Florida and the Acquisition and Restoration Council (ARC) through the Florida Department of Environmental Protection's (DEP) Division of State Lands (DSL) pursuant to Chapters 253 and 259 Florida Statutes (FS), and Chapters 18-2 and 18-4, Florida Administrative Code (FAC). Format and content were drafted in accordance with ARC requirements for management plans and the model plan outline provided by the staff of the DSL.

2 Management Activities and Intent

The following section provides a description of agency plans to locate, identify, protect, preserve or otherwise use fragile natural resources and nonrenewable cultural resources. In general, the Florida Fish and Wildlife Conservation Commission's (FWC) management intent for Triple N Ranch Wildlife Management Area (TNRWMA) is to restore and maintain natural communities in a condition that sustains ecological processes and conserves biological diversity, especially fish and wildlife resources. In conjunction with this primary emphasis, it is FWC's intent to provide quality fish and wildlife-based recreational opportunities on TNRWMA. The FWC will utilize the best available data, guidelines, natural resource management practices, and recreational management practices to achieve these outcomes in accordance with the original purposes for acquisition. Furthermore, the management activities described in this section are in compliance with those of the [Conceptual State Lands Management Plan](#).

2.1 Habitat Restoration and Improvement

On TNRWMA, the FWC will focus on managing for native habitat, emphasizing maintenance of high-quality natural communities, and restoration of disturbed areas. Habitat manipulation by mechanical means will be restricted to areas of overgrown midstory, ruderal areas, service road margins, and wildlife viewing openings and their associated agricultural plantings. Exotic plant species will be monitored and chemical and mechanical measures will be used for eradication and control. The Florida Department of Agriculture and Consumer Services' Division of Forestry (DOF) will be consulted whenever disease or insect outbreaks make it necessary to consider timber salvage operations or when restoration objectives may involve silvicultural operations.

2.1.1 Objective-Based Vegetative Management

The FWC has adopted an objective-based vegetative management (OBVM) approach to habitat management on lands where the FWC is designated lead manager. OBVM quantifies the present and desired habitat conditions on managed areas using structural

vegetative components of natural communities actively managed. These desired conditions are incorporated into the management objectives for the managed area.

The first step in implementing OBVM is to map the current and historic natural communities on the managed area using the FNAI Natural Community Classification. The FWC contracts with FNAI to provide these mapping services. A natural community, as defined by FNAI, is a distinct and recurring assemblage of populations of plants, animals, fungi and microorganisms naturally associated with each other and their physical environment.

After natural communities have been mapped, management units are delineated. Delineating management units takes into account the distribution and extent of the current and/or historic mapped natural communities, existing and proposed infrastructure, and other management considerations. The FWC land managers then identify the predominant current or historic natural community within each management unit that guides the type and frequency of management activities that should be applied.

At the same time, measurable habitat management objectives referred to as 'desired future conditions' are established for predominate natural communities identified for management units. Desired future conditions are defined by desirable ranges for vegetation structural attributes such as canopy cover, shrub height and cover, and ground cover.

Vegetation monitoring samples the selected parameters with the results being compared to the established desired future conditions. All monitoring performed under OBVM is completed using the program's Vegetation Monitoring Standard Operating Procedures (May 2007).

Initial mapping and vegetation sampling provides FWC staff with baseline data indicating natural community structure, distribution, and condition on the area. Comparing the subsequent monitoring results to desired future conditions, provides key operational information on a management unit's vegetation structural status at a given point in time and trend over time. Using this information, managers can evaluate, adjust and modify their management practices to meet the stated objectives.

2.1.2 Prescribed Fire and Fire Management

Under natural conditions, periodic spring and summer fires occurred in the fire-adapted communities of Florida. Plant species composition reflects the frequency and intensity of these fires. In the absence of fire, fire-adapted mesic flatwoods may follow a successional pattern of conversion from a mixed pine-hardwood forest to a predominantly hardwood community through time. Site-specific combinations of prescribed fire, mechanical and chemical vegetation control, reforestation, and restoration of natural water regimes are likely necessary actions needed to restore and maintain historic natural communities.

The FWC will continue to utilize a prescribed burning program on the fire-adapted portions of TNRWMA. The use of a prescribed fire management regime increases habitat and wildlife species diversity. Different burning intervals, intensities, and seasonal timing of prescribed burns (dormant vs. growing seasons), will assist in creating habitat diversity and a mosaic of vegetation patterns. This mosaic condition is designed to have both frequently burned and fire shadow aspects.

Additionally, fires are allowed to burn into the edges of marshes, swamps, and other wetlands in order to maintain these habitats. The majority of TNRWMA will be burned on a two to four-year rotation, with an emphasis during the spring and early summer months of the growing season.

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

On some areas, prescribed burning may be limited by the buildup of mid-story fuels and a lack of understory fuels in the areas invaded by a brushy understory. This condition has distinctly negative impacts for most wildlife species. Mechanical control of brush on upland sites by roller chopping can reduce shading and encourage the grasses and forbs that are necessary to sustain a prescribed fire program. Single drum, with standard blades, one-pass roller chopping can be a valuable management tool, enabling the application of prescribed fire in areas heavily invaded by dense woody vegetation. However, roller chopping may damage the herbaceous ground cover, especially wiregrass (*Aristida* spp.). Therefore, its application will be limited to situations where burning can only be accomplished by first reducing woody vegetation by mechanical means.

Mechanical soil disturbance in ecotones will be avoided, with the possible exception of wildfire suppression, in order to protect habitats for important rare species that often occur between flatwoods and riparian drainages. Silvicultural site preparation and creation of firebreaks are avoided when possible in these zones.

In addition to the general prescribed fire management guidelines described above, the area-specific Prescribed Fire Plan will be updated. The updated plan will include, but will not be limited to, delineation of burn management units, detailed descriptions of prescribed fire methodology, safety, and smoke management guidelines.

2.1.3 Habitat Restoration

Habitat restoration is also referred to in this management plan as natural community restoration. Restoration activities will include removal of off-site species, planting of native

groundcover species including wiregrass, longleaf pine (*Pinus palustris*) reforestation, and planting of other appropriate native mid-story and canopy tree species. Upon successful restoration of these altered areas, they will be monitored and maintained.

2.1.4 Apiaries

The use of apiaries is conditionally approved for TNRWMA, and is deemed to be consistent with purposes for acquisition, is in compliance with the Conceptual State Lands Management Plan, and is consistent with the FWC agency mission, goals, and objectives as expressed in the agency strategic plan and priorities document. The FWC Apiary Policy will be followed with regards to site location, management, and administration of apiaries.

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

2.2.1 Fish and Wildlife

Due to the variety and high quality of natural communities, a diversity of associated wildlife, including rare and imperiled species, as well as common game and non-game species can be found on TNRWMA. In managing TNRWMA, an emphasis will be placed on the conservation, protection, and management of the natural communities that support these wildlife species.

Wildlife management emphasis is placed on documenting the occurrence and abundance of rare and imperiled species on the property. Following species inventory work, management practices are designed to restore, enhance, or maintain imperiled species and their habitats. Resident wildlife will be managed for optimum diversity and abundance. In addition to resident wildlife, TNRWMA provides resources critical to many migratory birds including waterfowl, passerines, raptors, and shorebirds. Habitats important to migratory species will be protected, maintained, or enhanced. The FWC will continue to update inventories for select species, with emphasis on rare and imperiled fish and wildlife species. Monitoring of wildlife species will continue as an ongoing effort for the area.

Rare and imperiled species and their habitats will be protected and restored by following approved Federal and FWC recovery plans, guidelines, and other scientific recommendations. Land management activities, including the application of prescribed fire, will take into account imperiled species requirements and habitat needs. Potential for negative impacts from recreational activities will also be considered and monitored.

The FWC intends to manage game populations on a sustained-yield basis to assure healthy game populations and a high-quality recreational experience. In general, game wildlife

populations will be managed to provide continued recreational sport hunting and wildlife viewing opportunities.

2.2.2 Imperiled Species - Wildlife Conservation Prioritization and Recovery

The FWC uses a comprehensive approach to operating FWC-managed areas. Restoring the form and function of Florida's natural communities is the foundation of this management philosophy. The FWC utilizes the Wildlife Conservation Prioritization and Recovery (WCPR) program to ensure management is having the desired effect on wildlife.

The goal of WCPR is to provide assessment, recovery, and planning support for the FWC-managed areas to enhance management of focal species and recovery of imperiled species. WCPR program objectives include; prioritize what FWC does for imperiled and focal species on FWC-managed areas; ensure the actions taken on these areas are part of statewide conservation programs/priorities; and inform others about the work accomplished on lands FWC manages.

The WCPR program is a science-based approach to managing imperiled and focal species on FWC-managed areas. This approach integrates geospatial analytical techniques to model potential habitat, Population Viability Analysis (PVA) results, and conservation planning. FWC integrates the outcomes of the landscape level assessments with area specific and expert knowledge to determine where focal species conservation can be proactively affected on each area. The FWC uses this information to produce Species Management Strategies that are particular to each managed area and outline the role of the area in wildlife conservation. Each strategy contains area-specific objectives for managing priority species and their habitat, a list of actions to achieve these objectives, and monitoring to verify progress towards meeting the objectives.

The WCPR program continues to assess the changing needs of wildlife at the statewide level. Area-specific management strategies, species profiles, standardized monitoring protocol, monitoring databases, reports and publications are all developed in the process, which enhances information sharing. In implementing the strategies long-term and continuing to assess species' needs, FWC staff plays an integral role in aiding the recovery of listed species and preventing future imperilment of declining species.

In summary, the WCPR program helps assess imperiled and focal wildlife species needs and opportunities, prioritizes what FWC does for imperiled and focal species on system lands, prescribes management to aid in species recovery, prescribes monitoring to allow evaluation of the species response to management, and ensures the information is shared with others. Through the actions of this program, FWC will facilitate fulfilling the needs of imperiled species on TNRWMA and help FWC meet the identified need to 1) delineate optimal wildlife habitat conservation on FWC managed lands; 2) develop science-based

performance measures to evaluate management; 3) recover imperiled species; and 4) prevent future imperilment of declining species.

2.3 Exotic and Invasive Species Maintenance and Control

The FWC will continue efforts to control the establishment and spread of Florida Exotic Pest Plant Council (FLEPPC) Category I or II plants on TNRWMA. Control technologies may include mechanical, chemical, biological, and other appropriate treatments. Treatments utilizing herbicides will comply with instructions found on the herbicide label and employ the Best Management Practices (BMPs) for their application.

2.4 Public Access and Recreational Opportunities

2.4.1 Americans with Disabilities Act

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

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

2.4.2 Recreation Carrying Capacity

Baseline carrying capacities for recreational users on FWC-managed lands are established by conducting a site specific sensitivity analysis using available data for the site. The intent of the carrying capacity analysis is to minimize wildlife and habitat disturbance and provide the experience of being “immersed in nature” that visitors to FWC-managed areas desire. Carrying capacities are just a first step; management of recreational use requires a means of monitoring visitor impacts. Responding to these impacts may require adjusting the carrying capacities as necessary. The carrying capacities generated through this process are used as a tool to help plan and develop recreation opportunities. Based on an analysis of the overall approved uses and supported recreational opportunities, and the anticipated proportional visitation levels of the various user groups, FWC has determined that the TNRWMA can support 350 visitors per day. This recreation carrying capacity will be periodically reevaluated, and additional capacity may be contemplated as part of the Recreational Master Plan development and implementation process.

2.4.3 Recreational Master Plan

The FWC has adopted a comprehensive approach to the planning and administration of fish and wildlife-based recreational opportunities for TNRWMA. To accomplish this, FWC will work with recreational stakeholders and the general public to develop a Recreation Master Plan that will be used to further design and develop appropriate infrastructure that will support the recreational use of the area by the general public. This Recreation Master Plan will include planning for parking, trail design, and area resource interpretation.

2.4.4 Wildlife Observation

TNRWMA affords a wide variety of native wildlife species, both resident and seasonally migratory, that are available for visitors' enjoyment for observation and photography. The quality and diversity of habitats found on TNRWMA attract an equally diverse suite of wildlife species including waterfowl and wading bird species in the wetlands, passerine bird species in the uplands, and various mammalian, reptile and amphibian wildlife throughout TNRWMA.

2.4.5 Hunting

TNRWMA currently offers special opportunity deer, small game, wild hog still, special opportunity spring turkey, and migratory bird hunting seasons. An evaluation of the hunting opportunities offered on TNRWMA is performed by FWC biennially. The FWC will investigate the feasibility of offering additional hunting seasons, possibly to include special opportunity archery and special opportunity muzzleloading seasons.

2.4.6 Trails

Currently, there are 8.83 miles of multi-use trails on TNRWMA. The FWC will determine the feasibility of adding additional trails through development of a Recreation Master Plan. FWC will continue to periodically reevaluate the potential for trail connectivity to other conservation areas and will monitor trails for user impacts to natural communities.

2.4.7 Equestrian

Horseback riding access gate year-round; however there is no horseback riding during special opportunity hunts. Trailer parking and non-potable water is available in the hunt camp area. All horseback riders must have proof of current negative Coggins Test results for their horses when on state lands.

2.4.8 Camping

Currently, camping is allowed at the designated hunter campsite during hunting periods. Only tents, trailers, and self-propelled camping vehicles may be used for camping. The feasibility of additional camping opportunities will be explored during the development of the Recreation Master Plan being created for TNRWMA, Three Lakes WMA, and Bull Creek WMA.

2.4.9 Geocaching

Geocaching, also known as GPS Stash Hunt or GeoStash, is a contemporary combination of orienteering and scavenger hunting generally utilizing a GPS unit. It involves hiding items, usually containers holding various “treasures,” and then posting specific geographic coordinates for each “cache” on a designated public website. Visitors to these websites choose which cache they would like to locate. Cache hunters typically bring along their own “treasures” and make an exchange once the cache has been located. A logbook is sometimes included in the cache. The cache hunter will then typically relate their experiences in searching for the cache on the website. Geocaching is typically done by individuals or in small groups and is motivated by the challenge of exploring. Geocache websites routinely promote good stewardship. However, the potential exists for resource damage, user conflicts or safety issues caused by inappropriately placed caches and/or links that do not provide adequate information about the area.

It is the policy of FWC to allow placement of geocaches only in those locations that do not present the potential for resource damage, user conflicts or threats to the safety of the activity participants. The placement of geocaches on FWC-managed lands is governed by specific guidelines. These guidelines may be found on the following FWC website: http://myfwc.com/docs/RecreationSites/FWC_Geocache_Guidelines.pdf.

2.4.10 Astronomy

Many of the open upland areas of TNRWMA provide for a broad view of the nighttime sky, and afford a relatively low level of nighttime light pollution. These conditions are conducive to the viewing of stars, planets, comets, and other celestial bodies by amateur astronomers.

2.4.11 Interpretation

Interpretive signage, resource interpretation materials, trail guides and area regulation information are provided at the main entrance. Additional interpretive materials will be contemplated as part of the Recreation Master Plan development and implementation process.

2.5 Hydrological Preservation and Restoration

2.5.1 Hydrological Assessment

A hydrological assessment for TNRWMA has not been completed. The FWC will coordinate with the St. Johns River Water Management District (SJRWMD) to conduct or otherwise obtain a site-specific hydrological assessment to identify potential hydrology restoration needs, and address potential hydroperiod, water quality and quantity impacts on adjacent

landowners. Pursuant to the recommendations of the hydrological assessment, FWC will implement a hydrological restoration plan as feasible and appropriate.

2.5.2 Water Resource Monitoring

The FWC will cooperate with the SJRWMD and the DEP to develop and implement appropriate surface and groundwater quality and quantity monitoring protocols for TNRWMA. In this capacity, FWC will primarily rely on the expertise and staff support of the SJRWMD and DEP to conduct these monitoring activities.

2.6 Forest Resource Management

An assessment of the timber resources of TNRWMA will be conducted by DOF or a contracted professional forester. The management of timber resources will be considered in the context of this Timber Assessment and the overall land management goals and activities.

The FWC will continue to manage timber resources for wildlife benefits and natural community restoration. The primary management technique for encouraging reforestation is protection of young trees and seedlings on these sites from damage. However, where natural regeneration is lacking, artificial reforestation may be implemented. On suitable sites, FWC will continue to plant appropriate pine species in areas of former citrus groves, pastures of the former Equitable, Yates, and Vanosdol tracts, and in completed groundcover restoration areas. Forested wetlands are managed for stands with old growth characteristics. Snags will be protected to benefit cavity-nesting species.

2.7 Cultural and Historical Resources

Procedures outlined by the Department of State's Division of Historical Resources (DHR) will be followed to preserve such sites. The FWC will continue to consult with DHR in an attempt to locate other features on the area. As appropriate and necessary, FWC will contact professionals from DHR for assistance prior to any ground-disturbing activity on the area.

The FWC will monitor the known recorded sites and submit updates of additional located sites to DHR for inclusion in their Master Site file. In addition, FWC will ensure management staff has DHR Archaeological Resources Monitoring training. Furthermore, FWC will refer to and follow DHR's Management Procedures for Archaeological and Historical Sites and Properties on State-Owned or Controlled Properties for management of these resources, and prior to any facility development, ground disturbing activities.

2.8 Capital Facilities and Infrastructure

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

2.9 Conservation Acquisition and Stewardship Partnerships

2.9.1 Conservation Acquisition

The FWC utilizes a three-tiered approach to identifying, acquiring, or otherwise protecting important conservation lands adjacent to or in proximity to existing FWC-managed areas. Conservation acquisition, either fee-simple or less-than-fee conservation easements, plays an integral role in this effort, as do ongoing cooperative land steward partnership efforts with private landowners. In combination, these strategies help FWC to ensure the regional conservation of important fish and wildlife habitats.

2.9.2 Optimal Boundary

A number of properties have been identified for inclusion in the optimal boundary and for potential acquisition under the auspices of FWC's Additions and Inholdings Conservation Acquisition Program. These properties have been identified to further protect the wildlife and other resources of the property, to lessen conflicts caused by housing development within an area where prescribed burning is required for resource management, to achieve an optimum property boundary, and to provide critical habitat connectivity for TNRWMA and other public wildlife habitat lands. This optimal boundary is important to provide recognizable and rational boundary lines for TNRWMA, to protect the watershed and adjacent areas from further development, and to aide FWC, other state and federal governmental entities, non-governmental organizations, and local governments with their acquisition and planning efforts in order to better manage the area on a landscape level for the benefit of wildlife and other natural resources.

Properties identified for inclusion in the optimal boundary are identified based on a three tiered approach. First, FWC looks to the Optimum Resource Boundary (ORB), which is a regional resource-based concept. The ORB focuses on critical and important wildlife species or habitat considerations. This is designed to function as the foundation of a broad-based planning system for FWC and others to assure the long-term conservation of fish and wildlife species through a number of approaches including fee acquisition, less-than-fee acquisition (e.g., conservation easements, Transfer of Development Rights), non-governmental organization efforts, leadership programs (e.g., Florida Forest Stewardship

Program), as well as local, state, and national planning or zoning efforts. Thus, it is not designed to indicate a need to buy all lands within the ORB.

The ORB integrates important FWC conservation research and analysis into practical planning, acquisition, and management efforts through Geographic Information System (GIS) analysis. To date, these ongoing conservation efforts include the following: 1) Wildlife Habitat Conservation Needs in Florida (Strategic Habitat Conservation Areas 2009); 2) Biodiversity Concentrations; and 3) the Integrated Wildlife Network.

Staff can then focus on important natural resources such as listed species habitat within a particular region or ecosystem-like area within which a FWC managed area is contained. The lands shown in the ORB are “filtered” to select optimum habitat with high fish and wildlife conservation value. The analysis also eliminates areas that the conservation/acquisition process should not consider because of current land use (e.g., urban areas or land that has already been conserved or protected).

The second tier is described as the Optimum Planning Boundary (OPB). The OPB combines the regional natural resource concerns defined by the ORB, as well as regional and local planning considerations. Regional and local planning considerations include habitat conservation and restoration, habitat linkages, management challenges, private land and zoning issues, infrastructure including roads and developments, improving access, eliminating inholdings, providing prescribed burn buffers, squaring and cleaning up boundaries, and conserving other important natural and cultural resources. The OPB broadens the scope of conservation planning actions to include landscape-scale resource issues along with operational management concerns.

2.9.3 Conservation Action Strategy

The Conservation Action Strategy is the third tier. This element of the process incorporates the conservation planning recommendations into an action strategy consisting of critical or important natural resource goals and objectives as well as other management boundary issues. This approach is incorporated within the process for establishing the FWC Florida Forever Inholdings and Additions acquisition list. Primary components of the Conservation Action Strategy include the following: fee simple and/or less-than-fee acquisitions; FWC conservation planning contributions; FWC Additions and Inholdings Program Workplan; Florida Forever acquisition project proposals and boundary modifications; regional or local acquisition proposals; federal or state grant proposals; non-governmental organization acquisition proposals; Forest Stewardship Program proposals; and local, state, and federal planning proposals. The optimal boundary, which results from this three-tiered process, should aid other state and federal governmental entities, non-governmental organization efforts, and local government acquisition and planning efforts.

2.10 Soil and Water Conservation

Soil disturbing activities will be confined to areas that have the least likelihood of experiencing erosion challenges. On areas that have been disturbed prior to acquisition, continued assessments will be made to determine if soil erosion is occurring, and if so, appropriate measures will be implemented to stop or control the effects of this erosion.

2.11 Cooperating Agencies

FWC is responsible for the management and operation of TNRWMA as a provision in the lease agreement with the BOT. All requirements of the Management Procedures for Archaeological and Historical Sites and Properties on State-Owned or Controlled Properties document from the DHR are followed with regard to any ground-disturbing activities. DOF assists FWC by providing technical assistance on forest resource management. FWC cooperates and consults with the St Johns River and South Florida WMDs for the monitoring and management of both ground and surface water resources.

3 Management Goals and Objectives

The following management plan goals and associated objectives are sorted by management activity category and by **short-term (2011 – 2013) and long-term (2014 – 2021)** timelines for completion.

3.1 Habitat restoration and improvement

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

Short-term

1. Continue to prescribe burn 6,000 acres of fire-adapted natural communities per year.
2. Maintain 16,295 acres (100%) of fire-adapted natural communities within a 2 - 4 year target fire return interval.
3. Contract for mapping of historic and current natural communities on former Vanosdol property.
4. Update and implement the prescribed burn plan.
5. Continue to implement Objective-based Vegetation Management (OBVM).
6. Conduct habitat/natural community improvement (roller chopping) in mesic flatwoods on 100 acres per year.
7. Continue groundcover restoration on 80 acres of former citrus grove in the south-western portion of TNRWMA, along US 441.
8. Begin groundcover restoration on an additional 40 acres of former citrus grove in the south-western portion of TNRWMA, along US 441.
9. To maintain vegetation at a low fuel load density, continue the existing ten-year cattle grazing lease.

Long-term

1. Continue to prescribe burn 6,000 acres of fire-adapted natural communities per year.
2. Continue to maintain 16,295 acres (100%) of fire-adapted natural communities within a 2-4 target fire return interval.
3. Continue to implement OBVM.
4. Continue to initiate groundcover restoration on an average of 40 acres per year.
5. Continue habitat/natural community improvement (roller chopping) in mesic flatwoods on 100 acres per year.
6. Upon completion of groundcover restoration on 40 acres per year of former citrus grove, restore overstory, including planting of appropriate pine species.
7. To maintain vegetation at a low fuel load density, continue the existing ten-year cattle grazing lease through 2018.
8. Evaluate the effectiveness and efficacy of cattle grazing as a vegetation management tool.

3.2 Imperiled species habitat maintenance, enhancement, restoration, or population restoration

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

Short-term

1. Continue to prescribe burn 6,000 acres of fire-adapted natural communities per year.
2. Maintain 16,295 acres (100%) of fire-adapted natural communities within a 2 - 4 year target fire return interval.
3. Contract for mapping of historic and current natural communities on former Vanosdol property.
4. Update and implement the prescribed burn plan.
5. Continue to implement Objective-based Vegetation Management (OBVM).
6. Conduct habitat/natural community improvement (roller chopping) in mesic flatwoods on 100 acres per year.
7. Continue groundcover restoration on 80 acres of former citrus grove in the south-western portion of TNRWMA, along US 441.
8. Begin groundcover restoration on an additional 40 acres of former citrus grove in the south-western portion of TNRWMA, along US 441.
9. To maintain vegetation at a low fuel load density, continue the existing ten-year cattle grazing lease.

Long-term

9. Continue to prescribe burn 6,000 acres of fire-adapted natural communities per year.
10. Continue to maintain 16,295 acres (100%) of fire-adapted natural communities within a 2-4 target fire return interval.
11. Continue to implement OBVM.

12. Continue to initiate groundcover restoration on an average of 40 acres per year.
13. Continue habitat/natural community improvement (roller chopping) in mesic flatwoods on 100 acres per year.
14. Upon completion of groundcover restoration on 40 acres per year of former citrus grove, restore overstory, including planting of appropriate pine species.
15. To maintain vegetation at a low fuel load density, continue the existing ten-year cattle grazing lease through 2018.
16. Evaluate the effectiveness and efficacy of cattle grazing as a vegetation management tool.

3.3 Imperiled species habitat maintenance, enhancement, restoration, or population restoration.

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

Short-term

1. Develop and implement a Wildlife Conservation Prioritization and Recovery (WCPR) strategy for select imperiled and focal wildlife species.
2. Contingent on the results of the WCPR strategy, continue to monitor four imperiled and focal wildlife species: red-cockaded woodpecker (RCW), gopher tortoise, Southern bald eagle, and Northern bobwhite.
3. In cooperation with the management of Bull Creek WMA, continue to annually monitor six regional RCW clusters.
4. Continue to supplement the RCW population through nest box inserts and translocation as feasible and appropriate.
5. Continue to maintain ~40 acres of wildlife food plots.
6. Primarily through mowing, continue to maintain ~55 acres of existing wildlife openings.
7. Continue to collect opportunistic wildlife species occurrence data.

Long-term

1. Continue to implement WCPR strategy by managing identified habitats and monitoring identified species.
2. Contingent on the results of the WCPR strategy, continue to monitor four imperiled and focal wildlife species: RCW, gopher tortoise, Southern bald eagle, and Northern bobwhite.
3. In cooperation with the management of Bull Creek WMA, continue to annually monitor six regional RCW clusters.
4. Continue to supplement the RCW population through nest box inserts and translocation as feasible and appropriate.
5. Continue to maintain ~40 acres of wildlife food plots.
6. Primarily through mowing, continue to maintain ~55 acres of existing wildlife openings.
7. Continue to collect opportunistic wildlife species occurrence data.

3.4 Other game and non-game wildlife habitat maintenance, enhancement, restoration, or population restoration.

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

Short-term

1. Continue to conduct annual spotlight monitoring surveys for white-tailed deer.
2. Continue to collect biological game species harvest data at check stations.
3. Continue to collect opportunistic wildlife occurrence data.
4. Continue to maintain ~40 acres of wildlife food plots.
5. Primarily through mowing, continue to maintain ~55 acres of existing wildlife openings.
6. Continue to maintain 11 wood duck boxes.
7. Construct and install 12 additional wood duck boxes.

Long-term

1. Continue to conduct annual spotlight monitoring surveys for white-tailed deer.
2. Continue to collect biological game species harvest data at check stations.
3. Continue to collect opportunistic wildlife occurrence data.
4. Continue to maintain ~40 acres of wildlife food plots.
5. Primarily through mowing, continue to maintain ~55 acres of existing wildlife openings.
6. Continue to maintain 23 wood duck boxes.

3.5 Public Access and Recreational Opportunities

Goal: Provide public access and recreational opportunities.

Short-term

1. Continue to maintain public access and recreational opportunities to allow for a recreational carrying capacity of 350 visitors per day.
2. Continue to maintain 8.83 miles of trails.
3. Continue to provide the bird list, website, and entrance kiosk for interpretation and educational information.
4. Conduct preliminary engineering analysis to determine the feasibility of establishing a public shooting sports park on TNRWMA.
5. Conduct preliminary engineering analysis for establishing a FWC Youth Conservation Center.
6. Develop an integrated Recreation Master Plan for TNRWMA, Bull Creek WMA and Three Lakes WMA.
7. Contingent on the recommendations of the Recreation Master Plan, and if determined to be feasible and appropriate, develop additional public access and

recreational opportunities including a public shooting sports park, additional trails, and FWC Youth Conservation Center, to allow for a carrying capacity of 500 visitors per day.

8. Coordinate with the U.S. Forest Service and Florida Trail Association to make regional connections to the Florida National Scenic Trail through TNRWMA and/or Bull Creek WMA to Tosohatchee WMA and Three Lakes WMA.
9. Continue to provide hunting opportunities including special opportunity deer season, small game season, wild hog still season, special opportunity spring turkey season, and migratory bird seasons.
10. Investigate the feasibility of establishing special opportunity archery and special opportunity muzzleloading seasons.
11. Continue to manage white-tailed deer using quality deer management techniques including the harvest of antlered deer having four or more points on one side.

Long-term

1. Continue to maintain public access and recreational opportunities to allow for a recreational carrying capacity of 350 - 500 visitors per day.
2. Continue to provide the bird list, website, and entrance kiosk for interpretation and educational information.
3. Continue to monitor trails biannually for visitor impacts.
4. Continue to maintain 8.83 miles of trails.
5. Implement recommendations of the Recreation Master Plan.
6. If feasible, construct and maintain a public shooting sports park.
7. If established, continue to maintain the public shooting sports park.
8. If feasible, construct and/or establish a FWC Youth Conservation Center.
9. Reassess recreational opportunities every three years.
10. Continue to coordinate with the U.S. Forest Service and Florida Trail Association to make connections for the Florida National Scenic Trail through TNRWMA and/or Bull Creek WMA to Tosohatchee WMA and Three Lakes WMA.
11. Solicit cooperation from other agencies, counties, stakeholders, and regional landowners to investigate regional recreational opportunities, including linking hiking, and multi-use trail systems among regional public and/or private areas.
12. Identify and provide for emerging recreational trends (e.g., geocaching, bicycling and astronomy) as appropriate.
13. Continue to identify partnerships that could provide for environmental educational programs and outreach.
14. Continue to provide hunting opportunities including special opportunity deer season, small game season, wild hog still season, special opportunity spring turkey season, and migratory bird seasons; if approved, continue to provide hunting opportunities for special opportunity archery and special opportunity muzzleloading.
15. Continue to manage white-tailed deer using quality deer management techniques including the harvest of antlered deer having four or more points on one side.

3.6 Hydrological preservation and restoration

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

Short-term

1. Coordinate with the St. Johns River Water Management District to conduct or otherwise obtain a site-specific hydrological assessment to identify potential hydrology restoration needs, and address potential hydroperiod, water quality and quantity impacts on adjacent landowners.
2. To maintain and enhance natural hydrological functions, install and maintain low-water crossings and culverts as appropriate.

Long-term

1. To enhance natural hydrological functions, continue to install and maintain low-water crossings and culverts as appropriate.
2. Pursuant to the recommendations of the hydrological assessment, implement a hydrological restoration plan as feasible and appropriate.
3. If determined to be appropriate based on the hydrological assessment, restore former citrus grove impoundments (~20 acres) to natural communities.

3.7 Forest resource management

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

Short-term

1. Cooperate with the Division of Forestry to review the existing Timber Assessment and update it as necessary.
2. As necessary and appropriate, consult with the Division of Forestry or a professional forestry consultant regarding forest management activities.
3. On suitable sites, continue to plant longleaf pine in areas of former citrus grove, pasture of the former Equitable, Yates, and Vanosdol tracts, and in completed groundcover restoration areas.

Long-term

1. As necessary and appropriate, continue to consult with the Division of Forestry or a professional forestry consultant regarding forest management activities.

3.8 Exotic and invasive species maintenance and control

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

Short-term

1. As necessary, annually treat at least 50 acres of Florida Exotic Pest Plant Council (FEPPC) Category I and Category II invasive exotic plant species including lygodium, tropical soda apple, cogon grass, and Brazilian pepper.
2. Through hunting, continue control measures on one exotic/nuisance animal species (feral hog).

Long-term

1. As necessary, continue to annually treat at least 50 acres of FEPPC Category I and Category II invasive exotic plant species including lygodium, tropical soda apple, cogon grass, and Brazilian pepper.
2. Through hunting, continue control measures on one exotic/nuisance animal species (feral hog).

3.9 Capital facilities and infrastructure

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

Short-term

1. Continue to maintain 13 facilities including staff residence, office, check station, campground, vault toilet, pole barn, and other storage structures.
2. Maintain 60.9 miles of roads.
3. Maintain 8.83 miles of existing trails.
4. Improve or repair three facilities including the staff residence, staff office and the primary entrance sign.
5. Improve or repair two miles of roads.
6. As necessary, improve or repair 8.83 miles of existing trails.

Long-term

1. Monitor trails and infrastructure biannually for visitor impacts.
2. Continue to maintain 13 facilities.
3. Continue to maintain 60.9 miles of roads.
4. Continue to maintain 8.83 miles of existing trails.
5. If feasible, construct or otherwise establish a FWC Youth Conservation Center.
6. If feasible, construct one new facility: a public shooting sports park.
7. Improve or repair six additional miles of roads.
8. As necessary, continue to improve or repair 8.83 miles of existing trails.

3.10 Cultural and historical resources

Goal: Protect, preserve, and maintain the cultural resources of the WMA.

Short-term

1. Ensure all known sites are recorded in the Florida Department of State's DHR Master Site file.
2. As determined appropriate and necessary by DHR, continue to monitor, protect and preserve the three identified cultural sites.
3. Coordinate with DHR to assess the need for conducting a cultural resource survey.

Long-term

1. Cooperate with DHR or trained FWC staff in determining appropriate locations and designing site plans for development of facilities and infrastructure.
2. As determined appropriate and necessary by DHR, continue to monitor, protect and preserve the three identified cultural sites.
3. As feasible and appropriate, continue to coordinate with DHR to provide for cultural resource management guideline FWC staff training.

3.11 Research Opportunities

Goal: Explore and pursue cooperative research opportunities.

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

Long-term

3. Continue to cooperate with researchers, universities, and others as appropriate.
4. Continue to assess the need for and pursue research and environmental education partnership opportunities as appropriate.

3.12 Conservation Acquisition and Stewardship Partnerships

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

Short-term

1. Identify potential important wildlife habitat, landscape-scale linkages, wildlife corridors, operational/resource management.
2. Continue to identify and pursue acquisition needs and conservation stewardship partnerships.
3. Develop and maintain a GIS shapefile and other necessary data to facilitate nominations from the FWC optimal boundary for FWC's Landowner Assistance and Land Acquisition Programs.

4. Develop a Conservation Action Strategy.
5. Contact and inform adjoining landowners about the FWC Landowners Assistance Program to pursue non-acquisition conservation stewardship partnerships.
6. Determine which parcels should be nominated for addition to the FWC acquisition list.
7. Identify potential non-governmental organization partnerships and grant program opportunities.
8. Determine efficacy of conducting an adjacent landowner's assistance/conservation stewardship partnership workshop.

Long-term

1. To minimize fragmentation of the area, continue to identify strategic parcels to revise the completed optimal boundary for WMA as deemed necessary.
2. Continue to maintain a GIS shapefile and other necessary data to facilitate nominations from the FWC optimal boundary for the FWC Landowner Assistance Program and for the Land Acquisition Program.
3. Continue to determine which nominated parcels should be added to the FWC acquisition list.
4. Propose nominations of selected properties as additions to the FWC acquisition list. Pursue acquisition of parcels added to the FWC acquisition list as acquisition work plan priorities and funding allow.
5. Pursue acquisition of parcels added to the FWC acquisition list as acquisition work plan priorities and funding allow.
6. Periodically (at least every three to five years) continue to contact and meet with adjacent landowners for willingness to participate in the Conservation Action Strategy. Coordinate landowner assistance/ conservation stewardship partnership workshop as deemed appropriate.
7. Coordinate landowner assistance/ conservation stewardship partnership workshop as deemed appropriate.

4 Management Challenges and Strategies

Challenge 1: Regional ATV/ORV recreation sites are limited and levels of unlawful use of regional conservation areas is increasing.

Strategy: Coordinate with local and regional agencies, counties, ATV/ORV stakeholders, and other entities to identify and develop appropriate regional locations for this recreational activity offsite of TNRWMA.

Challenge 2: While currently at minimal levels, unauthorized access, illegal dumping, vandalism, poaching, and unauthorized off-road vehicle (ORV) use may pose an increased threat in the future.

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

Challenge 3: The value of TNRLWMA to the community and marketing as an ecotourism destinations is insufficient.

Strategy: Explore opportunities and partnerships to market TNRWMA as a recreation and ecotourism destination.

Challenge 4: Current leased cattle grazing areas are located in natural communities; cattle grazing forage is more appropriate and of better quality on existing pasture areas.

Strategy: Investigate feasibility of moving cattle grazing onto existing pasture areas.

Challenge 5: Adjacent landowners have concerns regarding trespass and safety along common property boundaries.

Strategy: Pursuant to the recommendations of the FWC Boundary Issue Team, evaluate portions of the TNRWMA property boundary for implementation of a “no discharge of firearms” buffer zone along select adjacent private property boundaries.

13.2.6 Management Prospectus

Triple N Ranch Wildlife Management Area Management Prospectus

Florida Fish and Wildlife Conservation Commission

Conservation Acquisition and Planning

April 2011



Introduction

The Triple N Ranch Wildlife Management Area (TNRWMA) consists of 16,295 acres in Osceola County, Florida that is managed by the Florida Fish and Wildlife Conservation Commission (FWC) in cooperation with the St. Johns River Water Management District (SJRWMD). As described in the Acquisition History and the Purpose for Acquisition section of this management prospectus, SJRWMD is a co-owner of a substantial portion of TNRWMA.

TNRWMA lies in the southern half of Osceola County, east of U.S. Highway 441 and south of U.S. Highway 192. TNRWMA comprises multiple sections in Township 27 South, Ranges 32 and 33 East and multiple sections in Township 28 South, Range 33 East. Approximately 14,929 acres of TNRWMA lie within the SJRWMD and approximately 1,366 acres (the Carter Tract described in the Acquisition History and the Purpose for Acquisition section of this management prospectus) are within the South Florida Water Management District (SFWMD). TNRWMA is located approximately one mile southeast of Holopaw, 4.5 miles northwest of Kenansville, and 15 miles southeast of St. Cloud. Other cities near TNRWMA include Melbourne (22 miles east) in Brevard County, Kissimmee (23 miles northwest) in Osceola County, Haines City (33 miles west) in Polk County, and Orlando (34 miles northwest) in Orange County.

TNRWMA is bordered on the east by Bull Creek Wildlife Management Area (BCWMA). SJRWMD holds title to almost all of the land within BCWMA, which is leased to and managed by FWC as a public wildlife management area. To the north of TNRWMA lies a large portion of Deseret Ranch, a privately owned cattle ranch that also produces agricultural products, citrus, and timber. Immediately northwest of TNRWMA and southeast of the U.S. Highway 192 and U.S. Highway 441 intersection lies residential development in the community of Holopaw. Immediately west of TNRWMA and on the west side of U.S. Highway 441 lie privately owned agricultural land, primarily citrus groves. Adjacent to TNRWMA to the south is the Broussard Crescent J Ranch Conservation Easement. This 1,430 acre conservation easement within the Osceola Pine Savannahs Florida Forever Project is held by the State of Florida and monitored by the Department of

Environmental Protection (DEP). Immediately south of the Broussard Crescent J Ranch Conservation Easement lies Forever Florida, a private conservation area owned and managed by the Allen Broussard Conservancy totaling over 3,000 acres. These privately owned and managed conservation lands provide eco-tourism opportunities, conserve important conservation resources and aid in landscape conservation connectivity in this area. Beyond these areas to the south lie privately owned ranchlands.

The vast majority of TNRWMA is within the boundaries of the Osceola Pine Savannas Florida Forever project. Situated between TNRWMA and BCWMA lies the Kaschai Conservation Easement, an approximately 37 acre conservation easement held and monitored by SJRWMD. Approximately 1.5 miles southwest of TNRWMA is the Whaley Conservation Easement, held by the State of Florida on approximately 3,710 acres of land, within the Big Bend Swamp/Holopaw Ranch Florida Forever Project. DEP monitors this easement. Within four miles southwest of TNRWMA lies the Three Lakes Wildlife Management Area (TLWMA), a public wildlife management area that is also managed by FWC.

Acquisition History and the Purpose for Acquisition

TNRWMA is owned by the citizens of the State of Florida. Under the Acquisition Agreement for Triple N Ranch, approved by the Commission, SJRWMD and the Governor and Cabinet sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Board of Trustees) on November 1, 1994, FWC and the SJRWMD jointly acquired 8,893 acres in the initial Triple N Ranch acquisition. This tract was acquired using Save Our Rivers funds partly appropriated to the SJRWMD from Preservation 2000 Land Acquisition Program (P-2000) bonds, and funds appropriated to FWC as its share of the P-2000 Inholdings and Additions Acquisition Program funding provided from each P-2000 bond series. Title to these lands acquired in the original Triple N Ranch acquisition jointly acquired by the FWC and the SJRWMD is vested equally in the Board of Trustees and the SJRWMD, with each holding an undivided 50% interest in fee title to the land. This initial acquisition was established by the Commission in July, 1995 as Triple N Ranch Wildlife Management Area. Title to the other lands within TNRWMA, totaling approximately 8,681 acres that were acquired, subsequent to the initial joint acquisition with the SJRWMD, is vested solely with the Board Trustees.

In 1996, the management boundary between TNRWMA and BCWMA was adjusted, resulting in a net decrease of approximately 1,279 managed acres in TNRWMA. Also in 1996, the 1,366 acre Carter tract was acquired by FWC utilizing P-2000 funds. Additionally, using P-2000 funds, FWC acquired the 1,915-acre McNamara tract in 1997, the 3,594-acre Equitable tract in 2000, and the 903-acre Yates tract in 2000. In 2006, FWC acquired the 904-acre Vanosdol tract utilizing Florida Forever funds. Title to each of the FWC acquisitions listed above is vested in the Board of

Trustees. Currently, as a result of these acquisitions, TNRWMA encompasses 16,295 acres.

The objective of the Save Our Rivers program, which aided in funding a substantial part of the initial Triple N Ranch acquisition, was to acquire land for water management, water supply, and/or the conservation and protection of water resources. Triple N Ranch was the first tract acquired within the Osceola Pine Savannas CARL Project boundary, priority # 22 in the 1996 Conservation And Recreation Lands (CARL) Annual Report. Among the State's purposes for acquisition, as expressed in the CARL Annual Report, are to link the BCWMA and TLWMA, helping to ensure the survival of prairie wildlife species such as the swallow-tailed kite and crested caracara. According to the CARL Annual Report, the acquisition would also protect the watershed of Bull Creek and provide a large area for the public to enjoy hunting, wildlife observation and other activities.

Natural Resources

The Kissimmee Prairie is a geographic region within peninsular Florida centered on the Kissimmee River and is one of the largest remaining expanses of dry prairie in the United States. Diversity—both in plant and animal life—distinguishes Florida's dry prairies from the vast grasslands of the Great Plains of North America and the steppes of Asia. The dry prairie habitat type comprising the Kissimmee Prairie is home to a number of rare or endangered plants and animals. TNRWMA lies within the Kissimmee Prairie and has some of the most ecologically valuable land within Osceola County and central Florida.

Natural communities represent approximately 90% of the total vegetative cover of TNRWMA. The remainder of TNRWMA comprises altered ruderal and agricultural areas such as former citrus groves and pasture areas. The majority of these areas of altered vegetation have a land cover of ruderal (primarily former citrus groves) which covers approximately 6% of the entire area of TNRWMA, improved pasture (approximately 3% of entire area), or semi-improved pasture (approximately 1% of the entire area).

Almost two-thirds (62%) of TNRWMA is covered by upland natural communities. Mesic flatwoods accounts for the largest area of natural community type within TNRWMA and encompasses a majority of the upland areas, covering approximately 56% of TNRWMA. Dry prairie accounts for 4% of the area of TNRWMA. Other upland community types are represented on TNRWMA to a lesser extent, including scrubby flatwoods, scrub, mesic hammock, and xeric hammock, each accounting for less than 2% of the entire TNRWMA.

Over one-fourth (28%) of TNRWMA is covered by wetland natural communities. Dome swamp (covering approximately 14% of the total area of TNRWMA), depression marsh (approximately 5% of the entire area), hydric hammock

(approximately 4% of entire area), and wet prairie (approximately 3% of entire area) comprise the majority of wetland natural communities on TNRWMA. Other wetland community types occurring on TNRWMA include baygall and wet flatwoods, each representing less than 2% of TNRWMA.

Imperiled Species

Known imperiled wildlife and plant species that have been documented as occurring on TNRWMA include the following:

Common Name	Scientific Name	Federal Status	State Status
American Alligator	<i>Alligator mississippiensis</i>	SAT	LS
Celestial Lily	<i>Nemastylis floridana</i>	N	LE
Crested Caracara	<i>Caracara cheriway</i>	LT	LT
Eastern Indigo Snake	<i>Drymarchon corais couperi</i>	LT	LT
Florida Sandhill Crane	<i>Grus canadensis pratensis</i>	N	LT
Giant Orchid	<i>Pteroglossaspis ecristata</i>	N	LT
Gopher Frog	<i>Rana capito</i>	N	LS
Gopher Tortoise	<i>Gopherus polyphemus</i>	N	LT
Many-flowered Grass-pink	<i>Calopogon multiflorus</i>	N	LE
Red-cockaded Woodpecker	<i>Picoides borealis</i>	LE	LS
Sherman's Fox Squirrel	<i>Sciurus niger shermani</i>	N	LS
Snowy Egret	<i>Egretta thula</i>	N	LS
Southeastern American Kestrel	<i>Falco sparverius paulus</i>	N	LT
Swamp Plume Polypody	<i>Pecluma ptilodon</i>	N	LE
Tricolored Heron	<i>Egretta tricolor</i>	N	LS
White Ibis	<i>Eudocimus albus</i>	N	LS
Wood Stork	<i>Mycteria americana</i>	LE	LE

Abbreviation	Status
LE	Listed Endangered
LT	Listed Threatened
LS	State Listed Species of Special Concern
SAT	Similarity of Appearance (Threatened)
N	Not Listed

Management Intent

Currently, TNRWMA is managed for the conservation and protection of fish and wildlife habitat and fish and wildlife based public outdoor recreation. A wide range of operational and resource management actions are conducted on TNRWMA each year including activities such as: prescribed burning; wildlife habitat restoration and improvement; exotic-invasive species maintenance and control; road repairs and maintenance; imperiled species management, monitoring and protection; facilities and infrastructure maintenance and repair; conservation acquisition and stewardship activities; archeological and historic resources monitoring and protection; and research related activities. Ongoing recreational opportunities provided on TNRWMA currently include hunting, fishing, wildlife viewing, hiking, bicycling, horseback riding, and camping.

Additionally, FWC is conducting research on the feasibility of developing a shooting range/park and a youth conservation center on or adjacent to TNRWMA. The current projected cost of these facilities is approximately five million dollars which is shown as New Facilities Construction in the Estimate of Costs section of this management prospectus.

All requirements of the Management Procedures document from the Division of Historical Resources (DHR) will be followed with regard to any ground disturbing activities. All natural and cultural resources of TNRWMA are managed for the purposes of acquisition, the Preservation 2000 Act and the Florida Forever Act, and Chapters 253 and 259, Florida Statutes, under a management plan approved by the Acquisition and Restoration Council (ARC) and the Board of Trustees.

Conditions Affecting Intensity of Management

Resources described in this management prospectus indicate conditions affecting intensity of management. Environmentally sensitive areas, such as erosion-prone sites, important habitats, and outstanding natural areas and wetlands continue to be identified, appropriately managed and protected.

The TNRWMA includes natural areas requiring application of resource management methods such as prescribed fire where appropriate. Areas sometimes require ecological restoration of ground cover, control of invasive species, and reforestation. Such resource management projects may be necessary to accomplish restoration objectives to attain a specific desired future condition. This is especially important for conservation of habitats and populations of imperiled or rare species. Due to the importance of landscape ecology, land use changes in the vicinity of a managed area may affect attainment of resource conservation goals for the area and effectiveness of necessary resource management projects.

Continued biotic monitoring is important to accomplish natural resource management goals. Also, development of facilities is to be kept to the minimum

level necessary to assure protection of the resources and compatible recreational experiences. To the extent possible, any such development would be confined to areas of previous disturbance.

Timetable for Implementing Management Provisions

As noted above, a management plan has been developed by FWC describing the management goals and objectives necessary to implement future resource management. The management plan also establishes the current and future roles of cooperating entities including governmental agencies, non-governmental organizations and other stakeholders.

Long-range plans stress ecosystem management and the protection and management of rare and imperiled species. Quantified vegetation management objectives may be developed to guide management for actively-managed natural communities. The FWC will assess the condition of wildlife resources and enhance rare and imperiled species management and recovery of imperiled species on TNRWMA. Use of prescribed fire and other resource management activities will maintain and restore natural communities and vegetation types to benefit native wildlife resources.

Ongoing programs providing multiple recreational uses will continue to be implemented. These public, outdoor, fish- and wildlife-based recreational uses will enhance the public's understanding of TNRWMA while providing public outdoor recreational enjoyment. A Recreation Master Plan may be developed for TNRWMA that is consistent and compatible with the purposes of acquisition. Essential roads will continue to be maintained to provide all weather public access and management operations. Unnecessary roads, fire lanes, and hydrological disturbances will be abandoned or restored as practical. Infrastructure development will be appropriate to allow public access and to provide facilities, security, and management of the property. Archaeological and historic sites would be managed in coordination with the Florida Department of State, DHR.

Estimate of Revenue-Generating Potential

TLWMA currently generates revenue from grazing and apiary operations. Timber harvesting on TNRWMA may be considered in the future. Revenue from conservation lands such as TNRWMA can also include sales of various permits and recreational user fees, and ecotourism activities, if such projects could be economically developed. Area regulations clarify the necessary and required permits, fees and regulations. Long-term value of ecosystem services to local and regional land and water resources, and to human health, are thought to be significant. The Florida Legislature appropriates funds for land management. More management cost information is provided below under the section titled Estimate of Costs.

Recommendations as to Other Governmental Agency Involvement

The FWC will cooperate with other state and local governmental agencies including the SJRWMD, SFWMD, DEP, the State Division of Forestry, and Osceola County in management of the property.

Estimate of Costs

Following is an estimate of costs to operate and manage TNRWMA under the TNRWMA Management Plan. Costs listed below are projected estimates necessary to fully implement the TNRWMA Management Plan and reflect the planned annual operating budget of TNRWMA. The cost estimate below includes approximately five million dollars in the New Facility Construction category for potential development of a shooting range/park and youth conservation center as discussed in the Management Intent section of this prospectus. All land management funding is dependent upon annual legislative appropriations.

Triple N Ranch WMA Management Plan Cost Estimate

Maximum expected one year expenditure

Resource Management

Exotic Species Control	\$24,821
Prescribed Burning	\$34,857
Cultural Resource Management	\$451
Timber Management	\$0
Hydrological Management	\$51,051
Other	\$90,712
Subtotal	\$201,891

Priority schedule:

Immediate (annual)

Intermediate (3-4 years)

Other (5+ years)

Administration

General Administration	\$4,204
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Support

Land Management Planning	\$6,679
Land Management Reviews	\$1,051
Training/Staff Development	\$10,513
Vehicle Purchase	\$75,000
Vehicle Operation and Maintenance	\$57,334
Other	\$1,262
Subtotal	\$151,839

Capital Improvements

New Facility Construction	\$5,150,000
Facility Maintenance	\$47,267
Subtotal	\$5,197,267

Visitor Services/Recreation

Info./Education/Operations	\$6,144
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Law Enforcement

Resource Protection	\$11,407
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<u>Total</u>	\$5,572,751
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Figure 1. TNRWMA Proximity Map with Section, Township, and Range

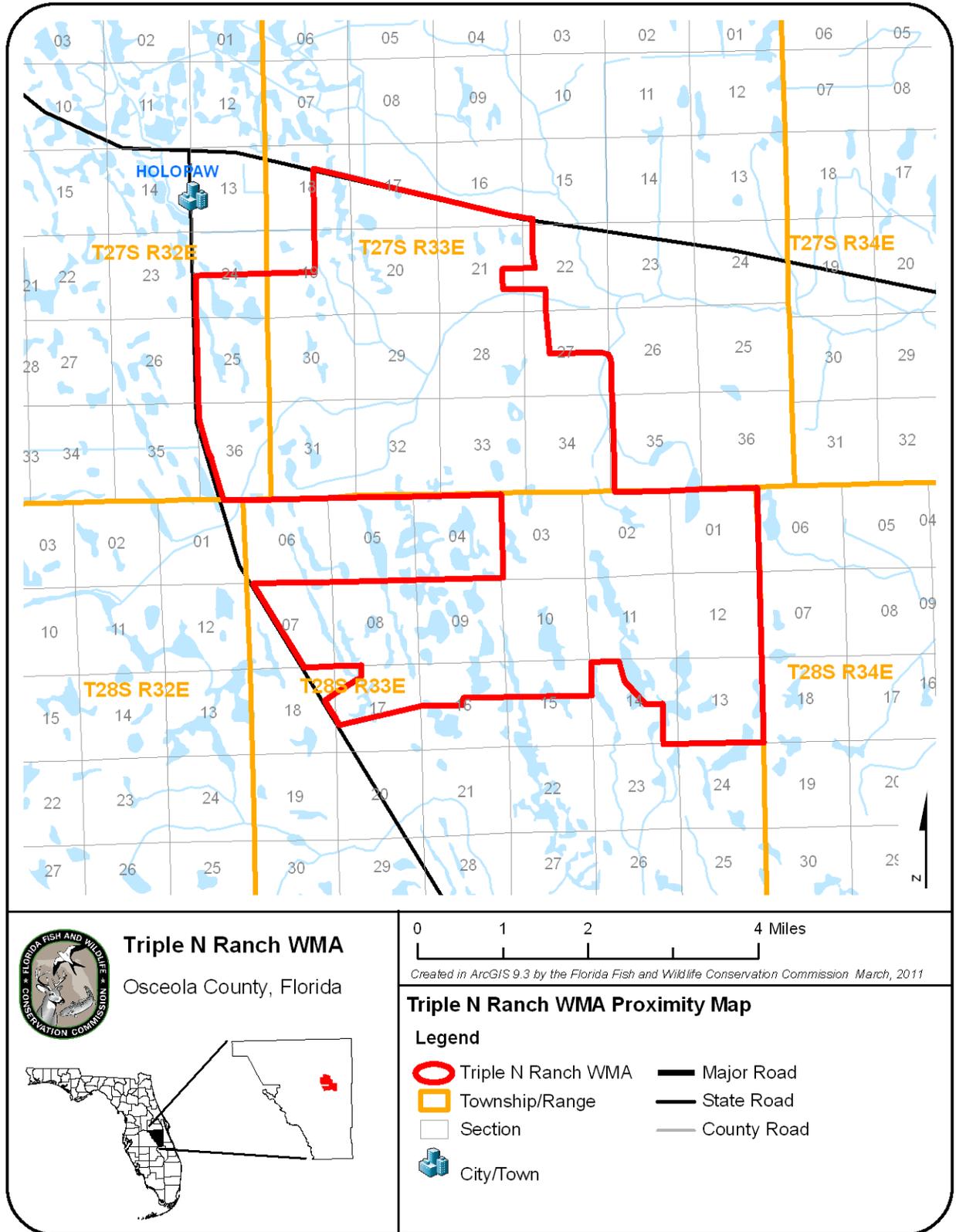


Figure 2. TNRWMA Proximity Map with Conservation Land and Florida Forever Projects

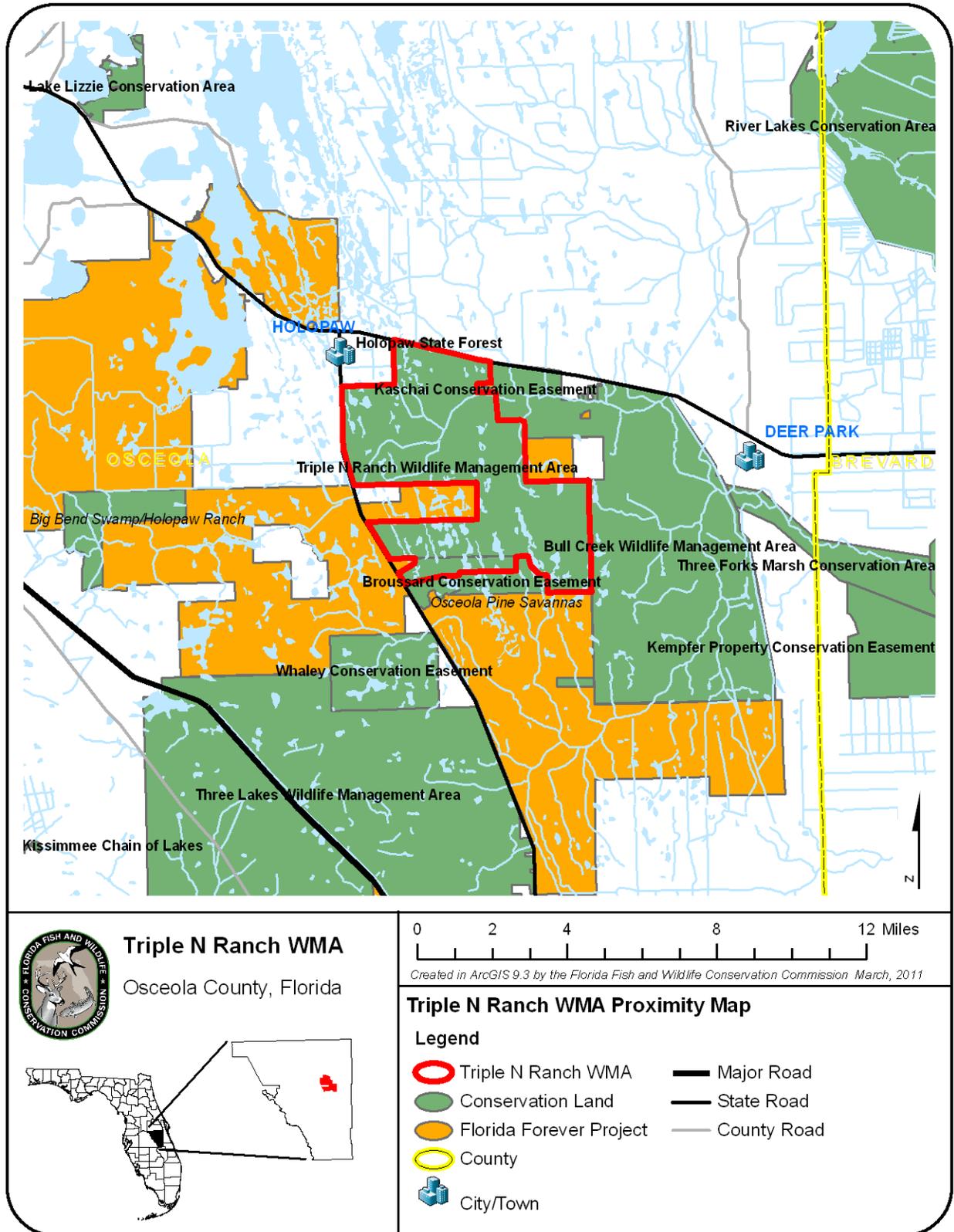


Figure 3. Aerial Imagery Map

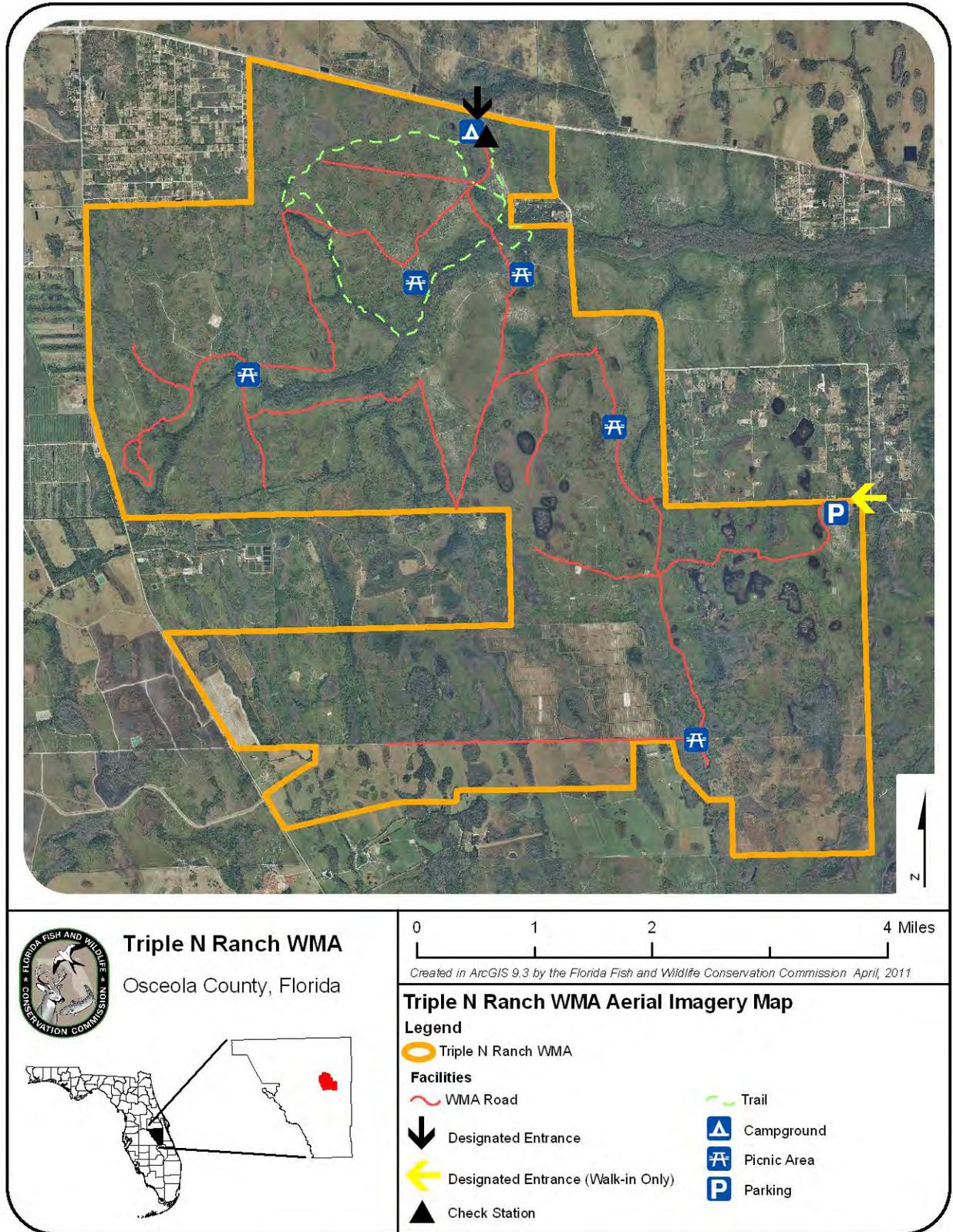


Figure 4. Title Interest Map

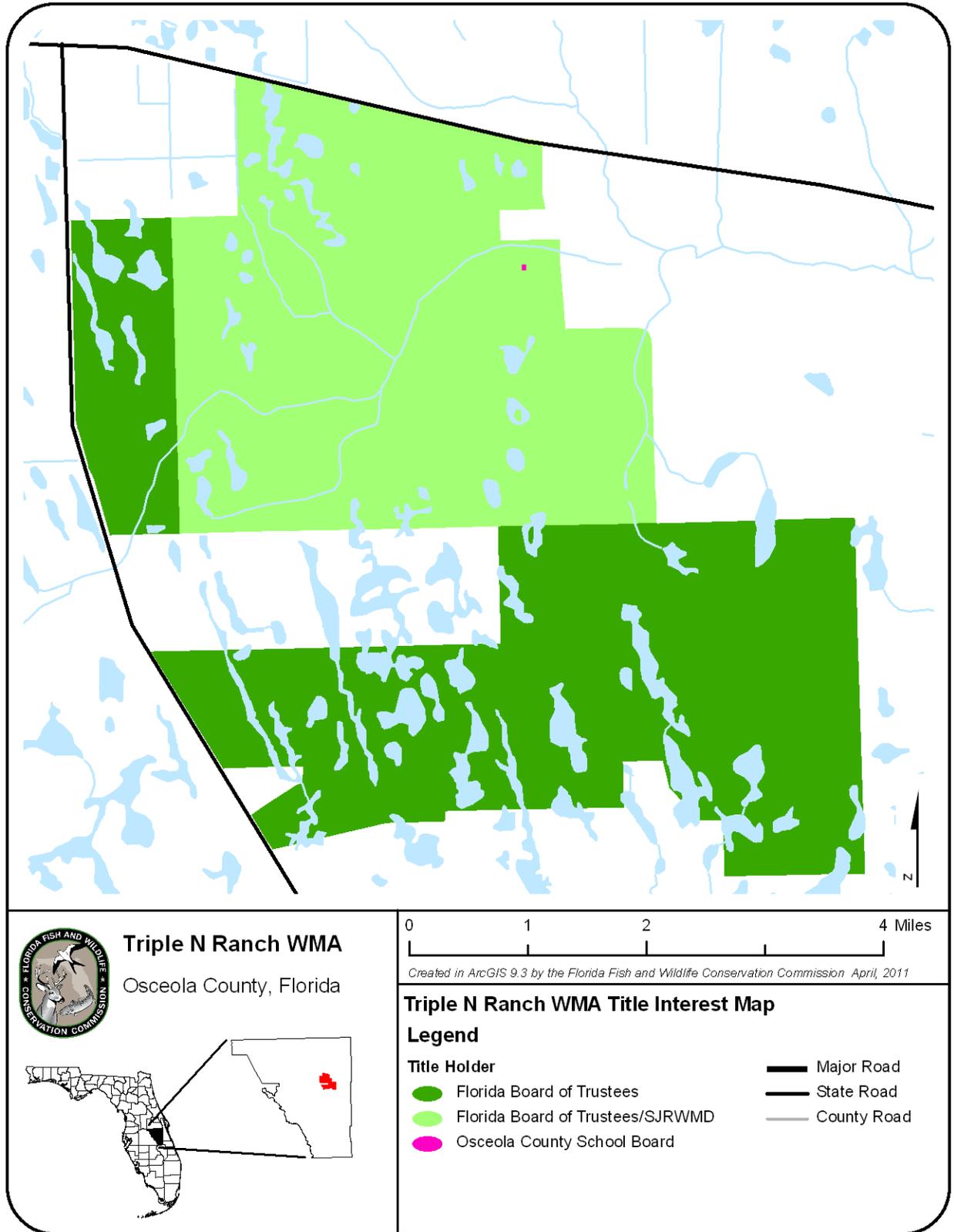


Figure 5. FNAI Natural Communities Map

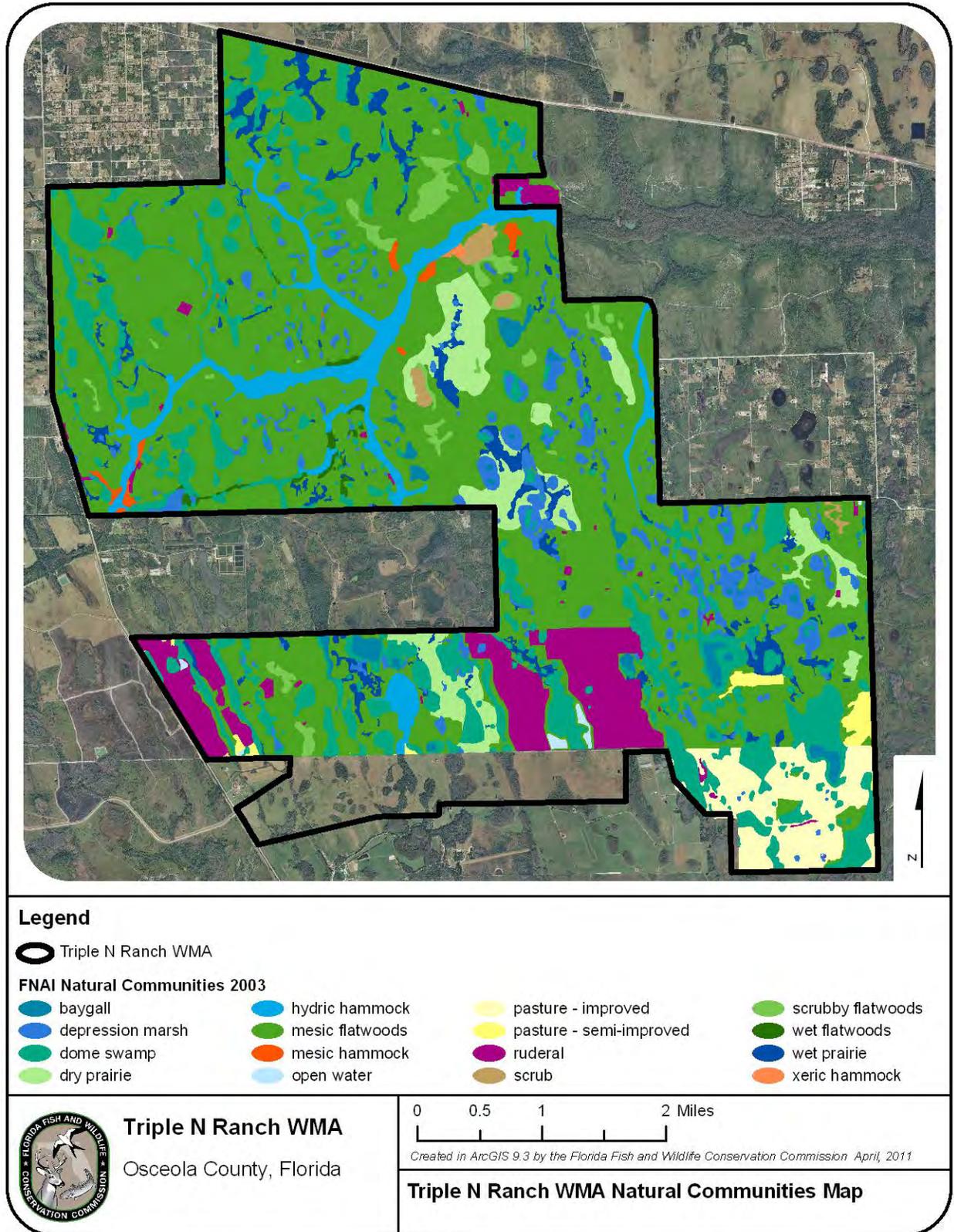


Figure 6. Vanosdol Tract Vegetative Cover Map

