

STAFF SUMMARY:
PROPOSED WILDLIFE MANAGEMENT AREA ESTABLISHMENT PROCESS

Public input from residents around Lochloosa Slough Preserve has consistently emphasized the importance of hunting to the local community. Hunting opportunities on all County owned preserves must be aligned with the Alachua County Hunting Business Plan (Alachua County 2013). A local hunt club previously had an agreement with Weyerhaeuser Company for hunting access on the property; however, this agreement ended upon County acquisition. Since the County took ownership, hunting opportunities on the site have included limited-hunt license agreements for women and youth with the National Wild Turkey Federation from 2021 to 2026.

To provide the public with the most suitable opportunities for hunting in alignment with the Hunting Business Plan, staff have recommended a plan to establish both multi-year hunting license agreements and a Wildlife Management Area (WMA) as shown in Exhibit G in the Management Plan.

Two separate multi-year hunting license agreements are being proposed for an approximate 962 acre area of the preserve. These agreements provide hunting opportunities in exchange for land management services on the preserve. ACF staff will work with the Procurement Department to advertise this opportunity and select groups of hunters.

The County is also coordinating with FWC to create a WMA which will allow for public hunting at a scale that is not practical for County staff to manage. Partnering with FWC to establish a WMA will be mutually beneficial for FWC, Alachua County, and the public. This arrangement adds approximately 5,303 acres to the statewide WMA system. The proposed WMA will encompass areas that allow for public hunting opportunities as well as areas that are reserved for non-hunting recreation. Approximately 2,284 acres in the southern half of the WMA would be reserved for non-hunting recreation such as hiking, bicycling, and equestrian use every day of the year. This non-hunting part of the preserve is isolated from proposed hunting areas by public roads. The remaining area, approximately 3,019 acres, would be managed by FWC for quota permit hunts and would be open only to hunters with a permit during select dates. Staff are proposing 51 days be closed for hunting on select weekends from September through April. Outside of designated hunt dates this area would be open for non-hunting recreational opportunities. County staff will work with FWC staff to determine which seasons will be offered, which dates those hunts will take place, and how many permits will be issued for each season. FWC manages the selection of these no-cost permits and enforcement of hunting quotas. These hunt dates would be advertised through the WMA brochure, County website, and public access points to the preserve. A draft of those proposed seasons is outlined below.

By approving this management plan, the Alachua County BOCC authorizes the intended establishment of a WMA, pending an Agreement between FWC and Alachua County including liability, indemnification, and terms. Upon the approval of this management plan, staff will work with FWC on the following steps:

- Public comment survey on proposed WMA regulations – *currently open for public comment through FWC's website.*
- The WMA proposal, draft Rules, specific proposed hunting dates, and Alachua County BOCC Chair letter will be prepared for the FWC commissioners – *will complete by mid-September, 2025.*

- FWC Commissioners take initial vote on approval of draft WMA Rules – *Nov. 5 and 6, 2025 FWC Commissioner meeting.*
- After initial approval of draft WMA Rules by FWC, the County will collaborate with FWC to finalize the proposed rules and select hunting dates. FWC and the County will then begin the negotiation process on a contractual agreement to finalize the establishment of the WMA. – *beginning in November, 2025.*
- FWC Commissioners vote on Final WMA Rules and draft an Establishment Order for the designation of the new WMA – *winter meeting, early 2026 (date not currently scheduled).*
- FWC Commissioners execute WMA Establishment Order – *spring meeting, 2026 (date not currently scheduled).*
- County staff and FWC staff work to draft WMA brochure and map – *after execution of WMA Establishment Order, spring 2026.*
- Public applications for quota hunts begin – *May 15, 2026 (for upcoming 2026-27 hunting season).*
- WMA Rules added to Florida Administrative Code and becomes effective – *July 1, 2026.*
- WMA hunting season begins – *fall 2026.*

Draft Regulations for Lochloosa Slough WMA

These draft regulations are currently available in the form of a publicly available survey intended to outline the basic proposed seasons, restrictions, and area regulations for public comment. County staff have added additional clarification points in italics.

Establish open seasons and regulations for a new Wildlife Management Area (~5,303 acres) in Alachua County as follows:

Proposed Open Seasons:

- Archery: 9-day season (three 3-day hunts, 10 no-cost, quota permits for each hunt, no exemptions).
- Muzzleloading: 3-day season (one 3-day hunt, 10 no-cost, quota permits for each hunt, no exemptions).
- Family Hunt: 2-day season (one 2-day hunt, 10 no-cost, quota permits for each hunt, no exemptions).
- General Gun: 9-day season (three 3-day hunts, 10 no-cost, quota permits for each hunt, no exemptions).
- Small Game Season: 12-day season (four 3-day hunts, no quota).
- Youth turkey: 4-day hunt (5 no-cost, quota permits for each hunt, no exemptions).
- Spring Turkey: 12-day season (three 4-day hunts, 5 no-cost, quota permits for each hunt, no exemptions)
- Migratory Game: During seasons that coincide with other open seasons.
- Fishing and frogging: Allowed year-round.
- Trapping: Prohibited.

Proposed Legal to Hunt:

- Allow hunting of all legal game, wild turkey (gobblers or bearded turkeys only), fish, and frogs.
- Prohibit the take of furbearers.
- The bag limit for deer will be 1 antlered deer and 1 antlerless deer during the archery season and family hunt, 1 antlered deer per quota permit during the muzzleloading gun and general gun seasons.
- Prohibit the harvest of antlered deer not having at least 1 antler with 3 or more points or a 10-inch main beam (except by persons less than 16 years of age).
- Prohibit the harvest of antlerless deer, except during archery season and the family hunt.
- Allow the take of wild turkey during spring turkey seasons only (gobbler or bearded turkeys only).
- The bag limit for wild turkey will be 1 gobbler or bearded turkey per spring turkey quota permit during quota hunts.
- Allow take of wild hog during small game season and all quota hunts (except youth and spring turkey) with no bag limits or size restrictions.

Proposed General Area Regulations:

- Open to public access year-round.
- Prohibit hunting in Area 2 (located south of SE 177th St).
- Allow access from 1.5 hours before sunrise to 1.5 hours after sunset for individuals participating in designated hunting seasons in designated hunting areas. All other public access must be in accordance with posted hours at designated access points.
- Street legal vehicle access on designated roads is allowed 1.5 hours before sunrise until 1.5 hours after sunset only by individuals participating in the archery, muzzleloading, family hunt, general gun, youth spring turkey, and spring turkey hunts and only on hunt days and the day before each hunt. During small game season, vehicles are prohibited except at the designated parking areas.
- Prohibit the use of tracked vehicles, all-terrain vehicles (ATVs), swamp buggies, airboats, recreational off-highway vehicles (ROVs), unlicensed and unregistered motorcycles, and e-bikes.
- Allow access only on foot, horseback, or bicycle, during non-hunting periods.
- Require motor vehicles to enter and exit the area at a designated entrance.
- No motor vehicle access shall be operated in areas designated as closed to vehicular traffic.
- Prohibit hunting with dogs, with the following exceptions:
 - Bird dogs and retrievers may be used to hunt migratory birds whenever their respective statewide seasons overlap with area-specific seasons.
 - Bird dogs, rabbit dogs, squirrel dogs, and retrievers may be used to hunt small game (gray squirrel, migratory birds, quail, and rabbits) during the general gun and small game seasons.
- Allow tree stands, ground blinds, and elevated shooting platforms on the area 8 a.m. one day before each hunt and removed by the last day of every hunt.
- Prohibit camping
- Prohibit fires
- Special Use Vehicle permits are allowed on this area.

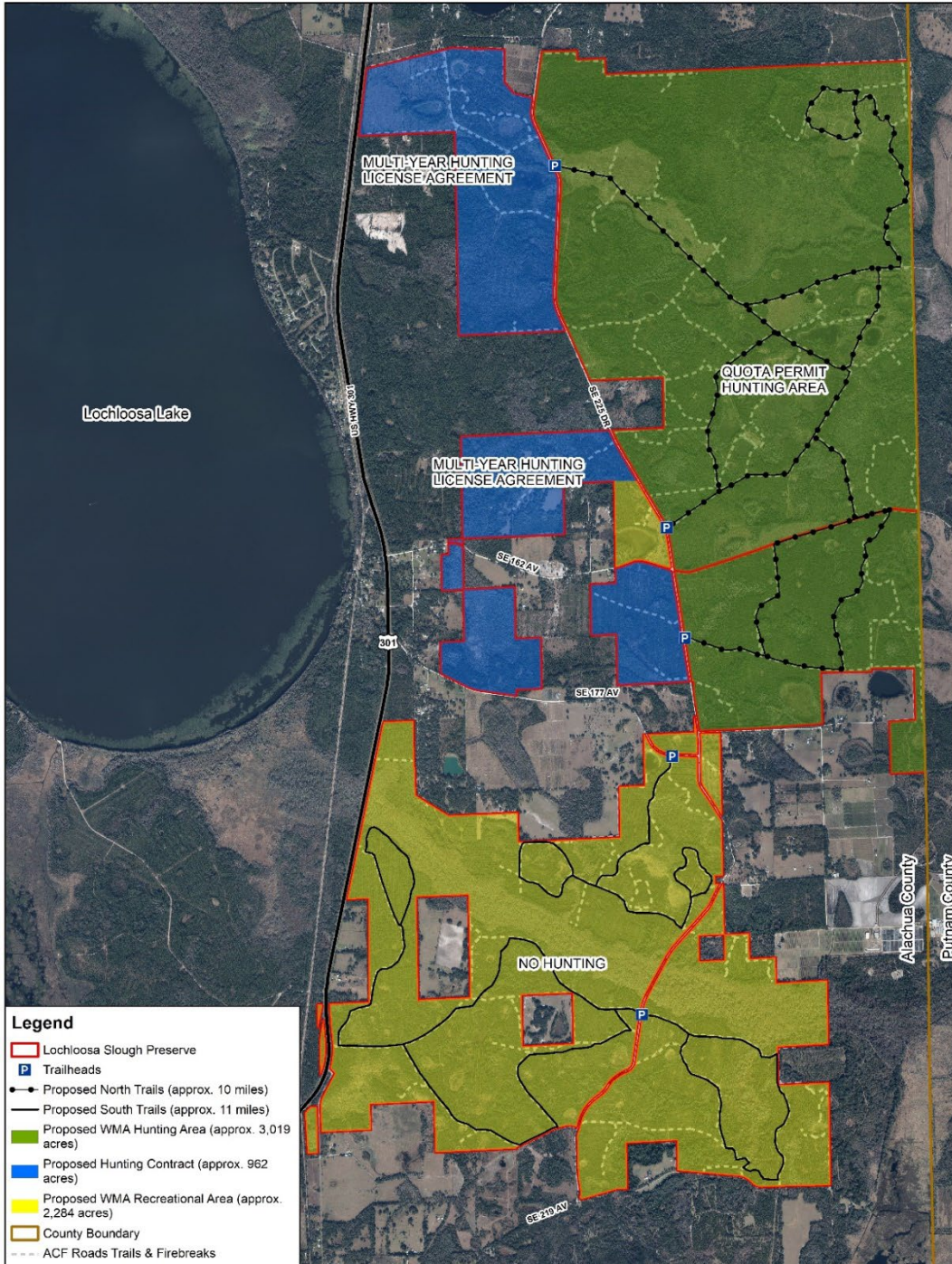
Additional Clarifications:

- *Archery, muzzleloading, family hunt, and general gun seasons are open for the harvest of deer and wild hogs only.*
- *The small game season is open for the harvest of gray squirrel, rabbit, and wild hogs.*
- *The youth and spring turkey seasons are for the harvest of turkeys only.*
- *The harvest of furbearers will be prohibited on the proposed WMA. These species include raccoon, beaver, bobcat, otter, opossum, coyote, skunk, and nutria.*

PROPOSED WILDLIFE MANAGEMENT AREA MAP



Proposed Lochloosa Slough Wildlife Management Area



Legend

- Lochloosa Slough Preserve
- P Trailheads
- Proposed North Trails (approx. 10 miles)
- Proposed South Trails (approx. 11 miles)
- Proposed WMA Hunting Area (approx. 3,019 acres)
- Proposed Hunting Contract (approx. 962 acres)
- Proposed WMA Recreational Area (approx. 2,284 acres)
- County Boundary
- ACF Roads Trails & Firebreaks



DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for informational purposes only. The Alachua County Environmental Protection Department licenses this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Survey Results for Proposed Rule Changes for the 2026-2027 Hunting Season

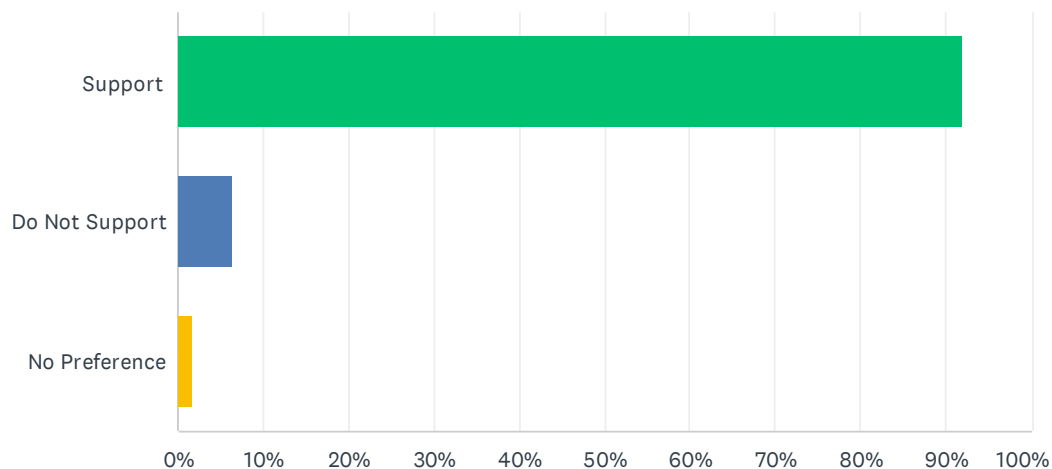
Lochloosa Slough WMA (New WMA) - North Central Region Proposals

Survey Question

Lochloosa Slough WMA– Establish open seasons and regulations for a new WMA (5,303 acres) in Alachua County as posted here :

<https://www.research.net/r/2026-27-FWC-Proposed-Rules>

Answered: 332



ANSWER CHOICES	RESPONSES
Support	91.87% 305
Do Not Support	6.33% 21
No Preference	1.81% 6
TOTAL	332

#	ADDITIONAL COMMENTS (OPTIONAL)	DATE
1	Please don't change these things!	9/3/2025 12:10 AM
2	But put in a hog dog hunt.	9/2/2025 8:40 AM
3	Cautious about the dog descriptions. Good fetching mutts and my buddy's duck retrieving	9/1/2025 3:42 PM

Proposed Rule Changes for the 2026-2027 Hunting Season

Doberman could be excluded. Let's have Any dog who does the work get to participate. I prefer it phrased as dogs trained to point, flush and retrieve so all the talented misfits get to hunt regardless of pedigrees.

4	I agree with this proposal if the rules in the original Lochloosa are left the same	9/1/2025 9:25 AM
5	chk	9/1/2025 2:59 AM
6	Allow crossbows during archery season and prohibit non-hunter access during scheduled hunts	8/31/2025 11:26 PM
7	Open up for deer dog hunting I ran dogs out there my whole life before the county took our hunting club from us would love to be able to hunt it again.	8/30/2025 7:21 AM
8	This is the number one way to reduce crowding of public lands. Hunting in some form should be allowed on all public lands.	8/30/2025 2:00 AM
9	We would like to explore consideration for adding a 2-day MI hunt per prier conversations with Paule Shrine, Justin Davis, and Holli Nichols to look at Lochloosa Slew and Catlett areas instead of Camp Blanding We support adding an MI hunt in now, if at all possible, instead of going through changes later New opportunities are rare, and this is a desired and needed area to offer to especially because of the VA services close by. I have not personally been to these two areas but small is good for a limited number of MI hunters if there are no unknown major barriers affect these options the better of these two opportunities to expand the program Seems like this one would be best choice to consider and would love to talk more about it when possible	8/29/2025 5:13 PM
10	Allow dogs for more game	8/29/2025 2:29 PM
11	New WMA in the area would be awesome for N. Florida hunters.	8/29/2025 1:39 PM
12	Why would you prohibit e bikes but allow bicycles? A bicycle is a bicycle!	8/29/2025 1:13 PM
13	All hunting seasons are too short.	8/29/2025 12:48 PM
14	More opportunities!	8/29/2025 8:39 AM
15	Always good to add new areas to the WMA system that allow for hunting purposes.	8/29/2025 8:26 AM
16	Do not support dogs	8/29/2025 7:31 AM
17	Coyotes should be exempted from the furbearer prohibition, in my opinion, for the same reason feral hogs are hunted year-round.	8/28/2025 11:12 PM
18	Add nighttime raccoon hunts during small game.	8/28/2025 9:51 PM
19	We need more places to hunt since Grove Park has went way to high.	8/28/2025 6:42 PM
20	great news thanks good job	8/28/2025 4:26 PM
21	Duck hunting should be allowed during full extent of waterfowl season	8/28/2025 4:04 PM
22	Allow E-Bikes	8/28/2025 3:21 PM
23	I support	8/28/2025 3:03 PM
24	Allow the harvest of antlerless during general gun and muzzleloader since it's quota only.	8/28/2025 2:09 PM
25	Add exemptions	8/28/2025 2:08 PM
26	Extend the small game season to coincide with the season dates at Lochloosa. 12 days is a very short season and no one will likely bother, especially when the weather is warm and if the dates coincide with open Lochloosa days.	8/28/2025 1:54 PM
27	Reason no hunting in area 2. Make it primitive hunting access	8/28/2025 1:28 PM
28	Camping should NOT be prohibited on any hunting land our tax money is used. Primitive camping is a Great way to teach youth the skills needed in the woods	8/28/2025 12:36 PM
29	Campgrounds should be implemented whenever possible. Camping near management areas like Lochloosa is non-existent. It'd make it easier to complete a weekend hunt, for instance, if camping was allowed and would minimize travel time to reach the area each day.	8/28/2025 12:29 PM
30	Trapping and camping should be permitted	8/28/2025 12:17 PM

Proposed Rule Changes for the 2026-2027 Hunting Season

31	Muzzleloading hunt availability should be on par with Archery season. The muzzleloader season is too short for folks that do not have access to private lands. Allow 1 antlerless deer per hunter in muzzleloader season. We hardly see any deer much less bucks once archery hunters spook the game. Compile and release harvest data for this area as well as the Lochloosa dog hunt area. For example, how many bucks were harvested. Doe-buck ratio estimates. Deer population estimates. Older hunters have natural limitations on the bow weight they can pull, so it would be beneficial to allow them to use alternate methods like crossbows or airbows. A good metric for this would be seniors 65 and up in addition to the ones that already have doctor specified needs.	8/28/2025 12:11 PM
32	No taking of bears ,never unless endangering residents livestock	8/28/2025 12:07 PM
33	Support the new wma but not all the regulations for it	8/28/2025 12:03 PM
34	Yes!!! MORE DOE HARVEST AVAILABILITIES!	8/28/2025 12:01 PM
35	Increase turkey bag limit to 2 per quota, but only one per person	8/28/2025 12:00 PM
36	I am always in favor of increasing the quantity and quality of public hunting opportunities.	8/28/2025 11:58 AM
37	Again, awesome new area but damn these short hunts are garbage!	8/28/2025 11:38 AM
38	I think more open public land access is better for the common man	8/28/2025 11:16 AM

FWC SUMMARY OF BENEFITS OF WMA HUNT SYSTEM

The Florida Fish and Wildlife Conservation Commission (FWC) has the unique constitutional authority to promulgate rules that regulate hunting and fishing in Florida. This authority facilitates the successful operation of public hunting in the Wildlife Management Area (WMA) system. Perhaps the most notable advantage that comes with including public lands in the WMA system is the opportunity to provide safe hunting experiences with high hunter satisfaction and sustainable game populations. This advantage is achieved with science-based wildlife management and as follows:

Variety of hunt formats with high hunter satisfaction

Management of hunting on WMAs by the FWC allows for area-specific hunt prescriptions. This is useful due to variation in area accessibility, size, habitats and game population characteristics. Such prescriptions ensure the most enjoyable and desirable hunting experiences while maintaining sustainable game populations. A wide range of hunting prescriptions exists, from high to low hunter density and harvest pressure. This prescription variety ensures a diversity of WMA hunting opportunities within each region. Regulations governing hunt dates, shooting hours, bag limits, method of take or hunter density can be prescribed as needed because FWC rules may be area-specific.

Fair public hunting opportunity

The WMA system offers hunting opportunities to all members of the public. Most areas offer quota hunts with permits issued by random drawing. On some areas, first-come, first-served permits are available, quota exemptions are allowed, or no quota permits are required. FWC staff accepts public comments and suggestions throughout the year on all recreational opportunities offered on these lands. The rule development and approval process regarding these opportunities is perceived as transparent and fair.

Variety of support services


The WMA system involves FWC staff members from various parts of the agency who work to provide safe hunting experiences with high hunter satisfaction and sustainable game populations. This includes staff from the Divisions of Law Enforcement, Hunting and Game Management, Habitat and Species Conservation, Freshwater Fisheries Management, the Fish and Wildlife Research Institute, and the offices of Community Relations, Licensing and Permitting, Planning and Policy Coordination and Recreation Services, among others. Public involvement takes place at Commission meetings, subject-specific public meetings and by staff at other venues. Staff disseminates public information directly to individuals and via WMA brochures, website, email, and media contacts. Each WMA is posted with boundary and entrance signs. The FWC has 70 years of experience managing game populations and harvest on public lands in Florida. Public hunting is now available on 161 areas in the WMA system, which includes 5.7 million acres. These public hunting areas include 130 Wildlife Management Areas, 12 Wildlife and Environmental Areas, 16 Small Game Hunting Areas and 3 Miscellaneous Areas. The FWC serves as lead manager on 36 areas and cooperating landowners lead on 125 areas. The FWC cooperates with 26 landowners and land managers from local, state and federal government as well as private landowners. Public hunting and associated FWC programs are

continually assessed to ensure the WMA system continues to provide safe hunting experiences with high hunter satisfaction and sustainable game populations. To learn more, please visit www.myfwc.com/contact/staff-contacts/regional-offices for a list of regional offices where staff may provide further assistance.

**EXAMPLE AGREEMENT : BETWEEN ALACHUA COUNTY AND FWC ADDING
THE COUNTY-OWNED WATERMELON POND-GLADMAN PROPERTY TO THE
WATERMELON POND WILDLIFE AND ENVIRONMENTAL AREA**

MEMORANDUM

TO: Contract Reviewers

FROM: Rosa Torres, Division of Hunting & Game Management 

DATE: July 17, 2015

SUBJECT: FWC Contract No. 15070
Alachua County Board of County Commissioners, Watermelon Pond WEA-
Gladman Tract

Included herewith for your review and execution are two (2) originals of Management Agreement between the Florida Fish and Wildlife Conservation Commission (Commission) and Alachua County Board of County Commissioners (COUNTY). This no-cost agreement is for the addition of 455.51 acres parcel known as the Gladman Tract within the Watermelon Pond WEA.

Carla Oglo, Legal Counsel for the Division of Hunting and Game Management has pre-reviewed this attached agreement.

Your prompt attention to this matter is appreciated. Should you have any questions, please contact me at 617-9546. Thank you for your assistance.

**COOPERATIVE AGREEMENT
BETWEEN THE
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

This Cooperative Agreement (Agreement) is entered into on 4 Aug., 20 15, between the Alachua County Board of County Commissioners, whose mailing address is P.O. Box 5547, Gainesville, Florida 32627-5547, (COUNTY) and the Florida Fish And Wildlife Conservation Commission, an agency of the State of Florida, whose mailing address is 620 South Meridian Street, Tallahassee, Florida 32399-1600 (COMMISSION) (collectively "the Parties," each singularly a "Party").

The COUNTY is a political subdivision created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 125, Florida Statutes to include entering into contracts with public agencies, private corporations or other persons; and

The COMMISSION is an agency of the State of Florida responsible for the regulation, management, protection, and conservation of Florida's fish and wildlife resources; and

The COUNTY, its successors and assigns, hold title or management authority to 455.51 acres of land and other lands, known as the Gladman Tract, described, situate, lying and being in Alachua County, Florida, to-wit:

All of Section 9, Township 11 South, Range 17 East, Alachua County, Florida, LESS Southwest $\frac{1}{4}$ and LESS Southwest $\frac{1}{4}$ of Southeast 14

ALSO LESS AND EXCEPT

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) +/- 10 acres, and the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) +/- 2-1/2 acres.

Tax Parcel # 02707-000-000

Subject to and together with easements and restrictions of record and subject to

taxes for the year 2007 and all subsequent years; and

This Agreement is authorized by Chapter 163, Florida Statutes which allows the parties to make the most efficient use of their governmental powers; and

The Parties wish to establish an agreement regarding management of the Gladman Tract as part of the Watermelon Pond Wildlife and Environmental Area for the protection of wildlife and the operation and regulation of compatible public uses, including hunting, related thereto in cooperation with the COUNTY.

Accordingly, the parties, in consideration of the premises above and the mutual benefits flowing from each to the other, agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for public outdoor recreational hunting and fishing opportunities on specified COUNTY lands. The COMMISSION shall manage the lands to protect fish and wildlife, and shall administer programs for public recreational hunting and fishing consistent with this Agreement and COMMISSION rules.
2. **TERM.** The initial term of this Agreement shall commence on the date the last of the Parties has signed this Agreement and continue for five years. Thereafter, this Agreement shall automatically renew for three additional five-year terms unless earlier terminated by either Party as provided for below. Extension of this Agreement beyond 20 years from the commencement date shall require both parties written agreement to do so.
3. **MANAGED AREAS.** The area covered by this Agreement is described in the attached Exhibit "A" and mapped in the attached Exhibit "B", incorporated herein by this reference. Lands may be added or removed from Watermelon Pond WEA upon written request and approval by the Parties.
4. **COMMISSION RESPONSIBILITIES.** The COMMISSION will, to the best of its ability and to the extent of its lawful authority, help manage and maintain the lands and any facilities supporting public recreational hunting and fishing use in an environmentally acceptable manner and in accordance with good management practices, which shall include, but not be limited to:
 - 4.1 Establishment of rules and regulations for the purposes of protecting and taking fish and wildlife;

- 4.2 Enforcement of applicable laws and regulations, including periodic patrol and investigation, when necessary;
 - 4.3 Provision of personnel and signs for boundary posting;
 - 4.4 Repair of structures placed on the property by the COMMISSION;
 - 4.5 Provision of public information on hunting and fishing and assistance to recreational hunters and anglers; and
 - 4.6 The COMMISSION shall convene an annual meeting with the COUNTY to discuss cooperative efforts on the Gladman Tract.
5. **COUNTY RESPONSIBILITIES.** The COUNTY is authorized and mandated, pursuant to chapter 125, Florida Statutes, the letter of authorization from the Submerged Lands and Environmental Resources Program [as staff to the Board of Trustees of the Internal Improvement Trust Fund between the COUNTY and the Board of Trustees of the Internal Improvement Trust Fund] (Exhibit "C") and other legal authorities, to provide for overall management of the lands under this Agreement, including all management not provided by the COMMISSION under this Agreement. COMMISSION management of the lands under this Agreement shall not interfere with or be inconsistent with the COUNTY's overall management activities.
6. **ACCESS TO LANDS AND CLOSURE.** The COMMISSION shall have full and free access to the lands under this Agreement for the purposes set forth herein. The COUNTY shall take all steps reasonably necessary to provide for such access. The COUNTY may close parts or all of the lands under this Agreement during drought, extreme weather, flood, fire, construction or land management activities, or other hazardous condition, or when necessary to protect species or habitat and will provide reasonable notice of such closure to the COMMISSION.
7. **ARCHAEOLOGICAL SITES.** Nothing contained herein affects any of the Parties' obligations pursuant to Chapter 267, Florida Statutes, regarding archaeological and historical sites. The collection of artifacts or the disturbance of archaeological and historical sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.
8. **COUNTY RESERVATIONS.** The COUNTY reserves and exempts from this Agreement:
- 8.1 All other existing uses of the property;
 - 8.2 All other recreational uses outside COMMISSION-established hunting and fishing;

- 8.3 All land management and maintenance activities exclusive of those related to COMMISSION-established hunting and fishing;
- 8.4 Management of wild hogs with approval from the COMMISSION;
- 9. **PROJECT MANAGERS.** The Project Manager for the COUNTY is Chris Bird, at Alachua County BOCC, Environmental Protection Department, 408 W. University, Suite 106, Gainesville, Florida 32601, telephone (352) 264-6800. The Project Manager for the COMMISSION is Mike Brooks, at FFWCC, 620 South Meridian Street, Tallahassee, Florida 32399-1600, telephone (850) 617-9583. The Parties shall direct all matters arising in connection with the performance of this Agreement, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.
- 10. **NOTICES.** All notices, demands, or other communications to the COMMISSION under this Agreement shall be in writing and shall be deemed received if sent by certified mail to:

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

All notices to the COUNTY under this Agreement shall be in writing and shall be deemed received if sent by certified mail to:

Chris Bird
Alachua County Board of County Commissioners
Environmental Protection Department
408 W. University, Suite 106
Gainesville, FL 32601

All notices required by this Agreement shall be considered delivered *upon receipt*. Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.

- 11. **TERMINATION FOR CAUSE.** If either Party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other Party shall have the right to terminate this Agreement by giving written notice of any deficiency. The Party in

default shall then have 60 calendar days from receipt of notice to correct the deficiency. If the defaulting Party fails to correct the deficiency within this time, the noticing Party may terminate this Agreement at the expiration of the 60 day time period.

12. **TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement, either in its entirety or as to a specific area, at any time for convenience upon 90 calendar days prior written notice to the other Party. Any such termination shall be effected by delivery to the other Party of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.
13. **AUTHORITIES.** It is understood and agreed that each party operates under its own legal authorities, policies and administration, and each party's obligations under this Agreement are thereby limited. It shall be the responsibility of each party to interpret its own authorities and policies, and make decisions as required under law and policies applicable to each. This Agreement is hereby entered into under the following authorities, and other applicable law:
 - a. COUNTY: Chapter 125, Florida Statutes.
 - b. COUNTY: The letter of authorization to the COUNTY from the Submerged Lands and Environmental Resources Program [as staff to the Board of Trustees of the Internal Improvement Trust Fund] (Exhibit "C").
 - c. COMMISSION: Article IV, Section 9, Florida Constitution.
 - d. COMMISSION: Chapter 379, Florida Statutes.
 - e. COMMISSION: Chapter 68A-14, Florida Administrative Code.
14. **NON-WAIVER OF REGULATORY AUTHORITY.** Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory or permitting authority of the COUNTY as it now or hereafter exists under applicable laws, rules and regulations.
15. **RECREATIONAL IMMUNITY.** The Parties agree that nothing contained herein shall be construed or interpreted as a waiver of limitations of liability provided in sections 373.1395 and 375.251, Florida Statutes.
16. **ALLOCATION OF RISK.** Each Party assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of its officers, employees, servants, and agents thereof. The COMMISSION, as a state agency, warrants and represents that it is self-funded for liability insurance with the State of Florida Risk Management System. The COMMISSION shall provide to the

COUNTY evidence of such insurance upon request. The COMMISSION and the COUNTY further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; (3) the consent of the COUNTY to be sued; or (4) a waiver of sovereign immunity of either Party beyond the waiver provided in section 768.28, Florida Statutes. In the event the COMMISSION subcontracts any part or all of the work hereunder to a third Party, the COMMISSION shall require each and every subcontractor to identify the COUNTY as an additional insured on all insurance policies required by the COMMISSION. Any contract awarded by the COMMISSION shall include a provision whereby the COMMISSION's subcontractor agrees to indemnify, pay on behalf, and hold the COUNTY harmless from all damages arising in connection with the COMMISSION's subcontract.

17. **THIRD-PARTY BENEFICIARIES.** This Agreement has no third-party beneficiaries (intended or incidental), who may enforce obligations of either Party at any time, including after this Agreement expires or is terminated.

18. **DISPUTE RESOLUTION.** In the event a dispute arises that the project managers cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

19. **PUBLIC RECORDS.** The Parties shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should either Party assert an exemption to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon that Party.

20. **AUDIT.** The COMMISSION shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance under this Agreement. The COUNTY or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five years from the date of completing performance under this Agreement and upon reasonable notice,

time and place.

21. **WAIVER.** No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision.
22. **CIVIL RIGHTS.** The COMMISSION hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The COMMISSION shall take all measures necessary to effect these assurances.
23. **ASSIGNMENT.** The COMMISSION shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the COUNTY's prior written consent. Any attempted assignment in violation of this provision shall be void.
24. **SEVERABILITY.** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.
25. **WAIVER OF JURY TRIAL.** As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.
26. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may only be amended by mutual written agreement of the parties.

[signatures on following page]

The parties or their duly authorized representatives have signed this Agreement on the

dates below each signature, the last date of which shall be inserted into the first paragraph.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION



Susan F. Baird, CHAIR



Executive Director (or designee)

Date: 10/30/14

Date: 8/4/15

ATTEST:
J.K. Irby, CLERK

Approved as to form and legality:



Steve Donahy, P.C.



Commission Attorney
STATE OF FLORIDA

APPROVED AS TO FORM


ALACHUA COUNTY ATTORNEY

EXHIBIT "A"

Prepared by and attested to:
RONALD M CARPENTER
CARPENTER & RONCOW, P.A.
8605 SW 43rd Street
Gainesville, FL 32653



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2305223 1 PG
2007 JAN 11 03:54 PM BK 3528 PG 1405
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK25 Receipt#314346
Doc Stamp-Deed: 1,575.00

PERSONAL REPRESENTATIVE'S DEED

THIS Personal Representative's Deed made this 3rd day of January, 2007, between MARY HELEN BORSCH, as Personal Representative of the Estate of HELEN MIRIAM GLADMAN, decedent, whose mailing address is 1917 Clubhouse Road, Lakeland, Florida, 33813-3011, hereinafter called "Grantor", and ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 2877, Gainesville, Florida, 32602-2877, hereinafter called "Grantee".

WITNESSETH, that said Grantor, for and in consideration of the premises and 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 heirs and assigns forever, the following described land, situate, lying and being in Alachua County, Florida, to-wit:

All of Section 9, Township 11 South, Range 17 East, Alachua County, Florida, LESS Southwest 1/4 and LESS Southwest 1/4 of Southeast 1/4.

ALSO LESS AND EXCEPT

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) +- .10 acres, and the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) +- 2-1/2 acres.
Tax Parcel # 02707-000-000

SUBJECT TO and together with easements and restrictions of record and subject to taxes for the year 2007 and all subsequent years.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor warrants the title to said land for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has set her hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

Printed Name: Robert G. Cochran

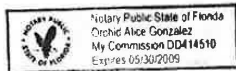
Grantor:
Mary Helen Borsch
MARY HELEN BORSCH as Personal Representative of the Estate of HELEN MIRIAM GLADMAN, decedent

Orchid A. Gonzalez
Printed Name: Orchid A. Gonzalez

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARY HELEN BORSCH as Personal Representative of the Estate of HELEN MIRIAM GLADMAN, decedent, to me known to be the Grantor described in the foregoing Personal Representative's Deed, and having taken an oath, she acknowledged and swore to the execution of the said Personal Representative's Deed.

WITNESS my hand and official seal in the County and State last aforesaid on this 3rd day of January, 2007.



Orchid Alice Gonzalez
Notary Public, State of FLORIDA

EXHIBIT "B"

WATERMELON POND
WILDLIFE AND ENVIRONMENTAL AREA
4,231 acres
Alachua and Levy Counties

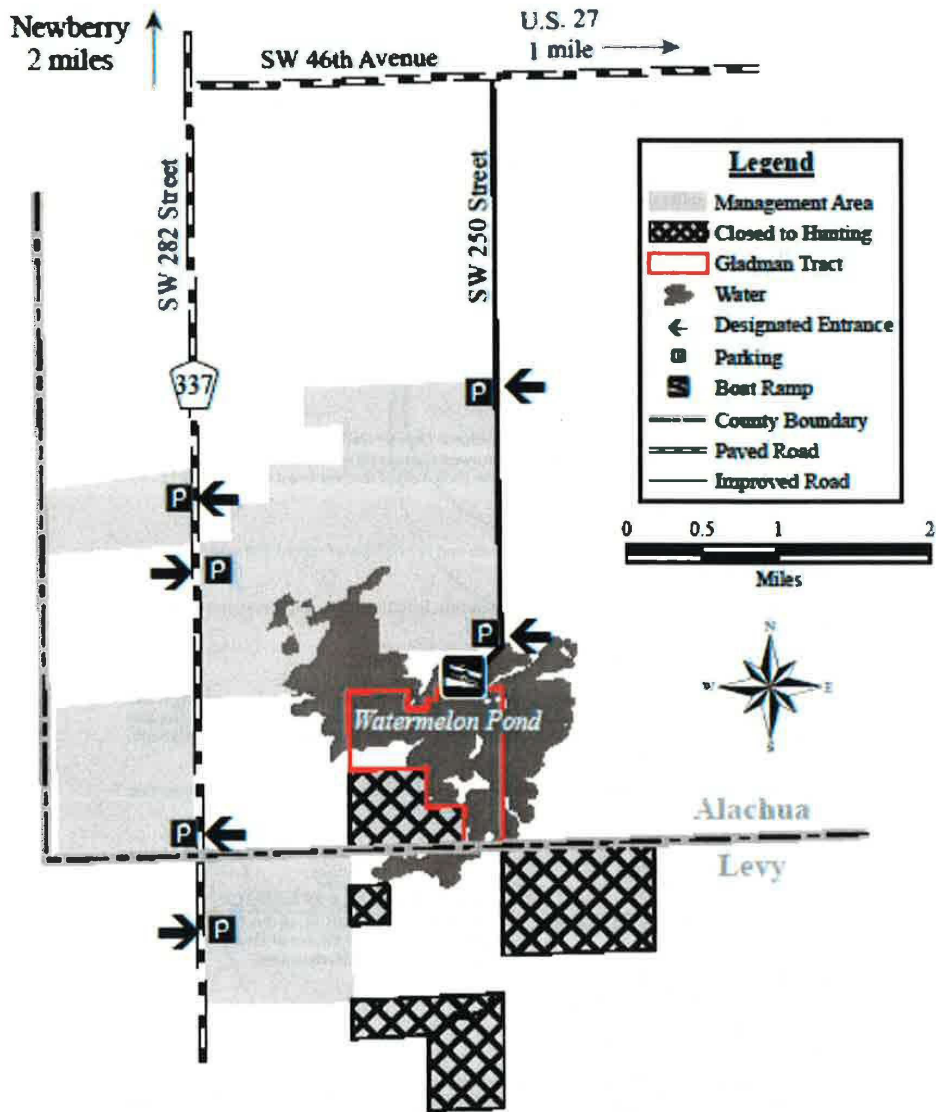


EXHIBIT "C"



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NORTHEAST STREET
8800 RAYMUNDOWS WAY WEST, SUITE 100
JACKSONVILLE, FLORIDA 32256

RICK SCOTT
GOVERNOR
HONORABLE CARROLL
LEE GOVERNOR
HERSCHEL T. VINYARD, JR.
SECRETARY

February 19, 2013

Mr. Ramesh Buch, Supervisor
Alachua County Land Conservation Program
Alachua County Environmental Protection Department
408 W. University Avenue, Suite 106
Gainesville, Florida 32601

RECEIVED
ALACHUA
COUNTY
FEB 27 2013
ENVIRONMENTAL
PROTECTION
DEPARTMENT

Re: Alachua County - FRP

Dear Mr. Buch:

You are hereby granted authorization from the Submerged Lands and Environmental Resources Program, as staff to the Board of Trustees of the Internal Improvement Trust Fund, for the authorized use of Watermelon Pond, Alachua County Parcel Identification Number 02707-000-000, Florida. This authorization is conditioned upon:

1. The site being used for management activities associated with protection of threatened, endangered and special concern species, rookeries, artificial or natural reefs, parks, preserves, historical sites, scientific study activities, or habitat restoration or enhancement areas, provided that there is no permanent preemption by structures of exclusion of the general public.
2. Land management shall include, but not be limited to:
 - a. Burn on a 1-3 year rotation; this would include the use of firelines when and where appropriate to protect adjacent properties.
 - b. Removal of exotic vegetation.
 - c. Removal of encroaching hardwood.
 - d. Solid waste removal.
 - e. Plant surveys.
 - f. Installation of way-finding signs to be installed on the highest elevations that site conditions allow; in the event that a sign is required in a location that is subject to flooding, the sign will be installed in a manner that allows it to be visible if/when Watermelon Pond is inundated.
 - g. Boundary posting to regulate unauthorized vehicular access, dumping, hunting, archeological looting, using the same criteria for sign posting stated in f. above.

Mr. Ramesh Buch
February 19, 2013
Page Two

3. Animal management shall include, but not limited to:

- a. Incorporate the area into existing hunt regime managed by the Florida Fish and Wildlife Conservation Commission ("FWC").
- b. Removal of exotic fauna.
- c. Conduct wildlife surveys.

4. Public Recreation:

- a. FWC hunting.
- b. Other compatible activities that may include hiking, bird watching, wildlife observation that area allowed as part of the FWC managed hunting area.

5. Acceptance of and compliance with the following General Consent Conditions:

18-21.004 Management Policies, Standards and Criteria.

(7) **General Conditions for Authorizations.** All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C. except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgement of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27-004, and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

Mr. Ramesh Buch
February 19, 2013
Page Three

(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(i) Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(i), F.A.C., or any other applicable law.

Please consider this the authority sought under Section 253.77, Florida Statutes, and Chapter 18-21, Florida Administrative Code, to maintain these activities.

This letter of consent in no way waives the authority and/or jurisdiction of any government entity, nor does it disclaim any title interest the state may have in the project site. Please check with your local government for specific requirements.

We appreciate your cooperation. If you have any questions, please contact Russell Simpson at (904) 256-1655, or via his e-mail address at Russell.Simpson@dcp.state.fl.us.

Sincerely,



James R. Maher, PE
Assistant District Director

JRM:lb
Cc: Bureau of Public Lands Administration



**Florida Fish
and Wildlife
Conservation
Commission**

Commissioners

Richard A. Corbett
Chairman
Tampa

Brian S. Yablonski
Vice Chairman
Tallahassee

Ronald M. Bergeron
Fort Lauderdale

Aliese P. "Liesa" Priddy
Immokalee

Bo Rivard
Panama City

Charles W. Roberts III
Tallahassee

Executive Staff

Nick Wiley
Executive Director

Eric Sutton
Assistant Executive Director

Karen Ventimiglia
Chief of Staff

Division of Hunting and
Game Management

Diane Roth Eggeman
Director

(850) 488-3831
(850) 921-7793 FAX

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

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

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

MyFWC.com

August 5, 2015

Mr. Chris Bird
Alachua County Board of County Commissioners
Environmental Protection Department
408 W. University, Suite 106
Gainesville, FL 32601

RE: FWC Contract #15070, Cooperative Agreement
Watermelon Pond WEA, Gladman Tract

Dear Mr. Bird,

Enclosed for your records is one original of the above referenced agreement between the Alachua County Board of County Commissioners and the Florida Fish and Wildlife Conservation Commission (FWC).

This agreement has been executed on behalf of the FWC. Should you have any questions or if I can be of further assistance please do not hesitate to call me at 850/617-9546 or you can e-mail me at Rosa.Torres@MYFWC.com.

Sincerely,

A handwritten signature in blue ink that reads "Rosa M. Torres".

Rosa M. Torres
Contract Manager
Division of Hunting and Game Management

Enclosure



Alachua County Environmental Protection Department

Chris Bird, *Director*

November 6, 2014

Matthew Chopp
Florida Fish & Wildlife Conservation Commission
Division of Hunting & Game Management
3377 E. U.S. Highway 90
Lake City, FL 32055

Re: Alachua County and FWC Cooperative Agreement - Gladman Property

Dear Matt:

I have enclosed two copies of the County-signed subject agreement for FWC execution. Please send me one fully-executed copy so we can complete our files.

I appreciate your willingness to assist with this piece of the County's natural heritage and look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink that reads "Ramesh Buch". The signature is written in a cursive, flowing style.

Ramesh Buch
ACF Program Supervisor

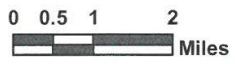
Enclosure

Watermelon Pond WEA Alachua and Levy Counties Boundaries are approximate



Acreage:

Previous	4,231
Addition	456
New Total	4,687



Watermelon Pond WEA

