



St. Johns River

Water Management District

Hans G. Tanzler III, Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

January 2, 2014

Tera Meeks
City of Jacksonville
Parks & Recreation Dept.
214 N. Hogan St.
Jacksonville, FL 32202

Dear Ms. Meeks:

Please find enclosed one original, executed copy of the Cooperative Agreement for the Thomas Creek Wildlife Management Area.

Thanks for all of your efforts in making this happen.

Sincerely,

J.B. Miller

J.B. Miller
Bureau of Real Estate Services

GOVERNING BOARD

John A. Miklos, CHAIRMAN ORLANDO	Maryam H. Ghyabi, VICE CHAIRMAN ORMOND BEACH	Fred N. Roberts, Jr., SECRETARY OCALA	George W. Robbins, TREASURER JACKSONVILLE	
Douglas C. Bourmique VERO BEACH	Douglas Burnett ST. AUGUSTINE	Lad Daniels JACKSONVILLE	Chuck Drake ORLANDO	W. Leonard Wood FERNANDINA BEACH

**COOPERATIVE AGREEMENT
BETWEEN THE
CITY OF JACKSONVILLE
AND THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

THIS COOPERATIVE PARTICIPATION AGREEMENT (“Agreement”), is made this 30th day of December, 2013, between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida, whose address is 117 W. Duval Street, Jacksonville, Florida 32202 (hereinafter referred to as “CITY”), the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a water management district organized under the provisions of Chapter 373, Florida Statutes, with its office in Palatka, Florida, whose post office address is P.O. Box 1429, Palatka, Florida 32178 (hereinafter referred to as “DISTRICT”), and the **FLORIDA FISH and WILDLIFE CONSERVATION COMMISSION** of the State of Florida, with its primary office in Tallahassee, Florida, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600 (hereinafter referred to as “COMMISSION”).

WITNESSETH:

WHEREAS, the CITY and the DISTRICT desire to provide recreational opportunities, including opportunities for hunting, to the public; and

WHEREAS, the COMMISSION is the state entity responsible for the establishment of Wildlife Management Areas; and

WHEREAS, the COMMISSION has established the Kings Road Historical Park (“Park”) as a unit of the Thomas Creek Wildlife Management Area (“WMA”) to allow regulated hunting; and

WHEREAS, the CITY and DISTRICT acquired and share an undivided interest in approximately 1,753 acres of land and the DISTRICT solely owns an additional 676 acres within the Upper Nassau River Basin in Duval County, as is specifically described in **Exhibit “A”** and shown in **Exhibit “B”**; and

WHEREAS, the DISTRICT, joint owner with the CITY of the Park, encourages and supports establishment of the Park as a unit of the Thomas Creek WMA; and

WHEREAS, the DISTRICT is empowered to enter into cooperative land management agreements with state agencies or local governments to provide for coordinated and cost effective management of lands, pursuant to Section 373.1391(4), Florida Statutes; and

WHEREAS, the CITY and the DISTRICT fully entered into the Thomas Creek Preserve Intergovernmental Cooperative Management Agreement on August 28, 2003, as amended on November 10, 2006, for the purpose of jointly managing the recreation and natural resources on properties that include the Kings Road Historical Park; and

WHEREAS, the COMMISSION will manage the Thomas Creek WMA – Kings Road Unit for the purpose of recreational hunting according to the regulations set forth in this Agreement, and incorporated herein by this reference; and

WHEREAS, the COMMISSION will publish and distribute a pamphlet, attached hereto as **Exhibit “C”**, setting forth the regulations and dates on which hunting will be allowed at the Thomas Creek WMA, as well as a map of the area; and

WHEREAS, non-hunting recreational users will have use of the Thomas Creek WMA on those days not scheduled and posted in advance as hunting days;

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **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.
2. **ACREAGE:** The land subject to this Agreement is approximately 2,429 acres and is specifically described in Exhibit “A” and shown in Exhibit “B.” Such property shall hereinafter be referred to as the WMA.
3. **CONSIDERATIONS:**
 - a. The COMMISSION shall be responsible for all administrative and managerial duties related to public use (i.e., passage of regulation changes, annual publication of area brochure, bag limits) during the periods of allowed hunting.
 - b. The COMMISSION shall provide law enforcement patrol periodically throughout the year. Such patrols shall include surveillance during hunting seasons and response to special requests. The COMMISSION shall also, to the fullest extent of its lawful authority, prevent the cutting or removal of trees not authorized by the joint owners.
 - c. The DISTRICT shall plan and implement habitat management techniques to improve wildlife habitat in native vegetative communities and commercially planted pine plantations. Techniques to improve habitat may include mechanical vegetation control, chemical vegetation control, and prescribed burning.
 - d. The DISTRICT will assume responsibility for maintaining named roads on the WMA. Related activities include clearing vegetation from roadways, stabilizing roads where needed, and maintaining parking areas.
4. **LANDOWNER RESERVATIONS.** The District along with the City, and with respect to their own property interests, reserve and exempt from this Agreement:
 - a. The right to close the WMA during times of fire, flooding, extreme weather, or when necessary for the construction or operation of District or City projects or to protect species or habitat;
 - b. All other existing uses of the property;
 - c. All other recreational uses outside Commission-established hunting and fishing;
 - d. All land management and maintenance activities exclusive of those related to recreational hunting and fishing;
 - e. Management of wild hogs with approval from the Commission; and
 - f. All water management uses. Water management uses take priority over all other uses, including Commission activities.

5. **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 District as it now or hereafter exists under applicable laws, rules and regulations.
6. **THIRD-PARTY BENEFICIARIES.** This Agreement has no third-party beneficiaries (intended or incidental), who may enforce obligations of any of the parties at any time, including after this Agreement expires or is terminated.
7. **STRUCTURES:** The COMMISSION shall obtain prior written approval from the CITY and the DISTRICT before constructing or locating any structures on the WMA. No structure shall be constructed or located without prior approval of the CITY and the DISTRICT. The COMMISSION shall maintain all approved structures, and all permanent structures shall remain the sole and exclusive property of the CITY and DISTRICT. Temporary structures constructed or located on the WMA by the COMMISSION shall remain the property of the COMMISSION.
8. **SIGNS:** The COMMISSION shall, at its expense, post entrance signs at public entrances to the WMA, and shall legally post WMA signs along the perimeter of the WMA.
9. **LIABILITY:** To the extent provided by, and subject to the limitations and conditions specified in s. 768.28, Florida Statutes, the COMMISSION shall be responsible for the acts and omissions of its employees regarding this Agreement. Nothing contained herein shall be construed as a waiver of any limitation of liability which the COMMISSION, the CITY and/or the DISTRICT may enjoy in accordance with s. 768.28, F.S., or any other law providing limitations on claims. In addition, nothing contained herein shall be construed as a waiver of any limitation of liability which may be enjoyed by the CITY and the DISTRICT for providing land to the public for outdoor recreational purposes, as provided in ss. 373.1395, 375.251, F.S., or any other law providing limitations on claims against the CITY and the DISTRICT.
10. **NON-DISCRIMINATION:** As a condition of this Agreement, the COMMISSION, the CITY and the DISTRICT hereby covenant and agree not to discriminate against any individual on the basis of race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring pursuant to this Agreement.
11. **MODIFICATION OF AGREEMENT:** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein shall be valid unless in writing and lawfully executed by all parties. It is the intention of the COMMISSION, the CITY and the DISTRICT that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between and among the parties arising out of or affecting this Agreement unless such waiver or modification is in writing and executed as aforesaid. The provisions of this Section 8 shall not be waived without compliance with said writing and execution requirements.
12. **RELATIONSHIP OF PARTIES:** It is understood that an employer-employee relationship does not exist between and among the COMMISSION, the CITY and the DISTRICT, and none of the parties shall be responsible for providing Workers' Compensation Insurance and withholding services for the other parties or their employees. Each of the parties stipulate that they are not aware of any conflict of interest prohibiting them from entering into this Agreement.
13. **OTHER AGREEMENTS:** This Agreement contains the complete agreement between and among the COMMISSION, the CITY and the DISTRICT. Each party acknowledges reliance on its own judgment in entering into this Agreement. The COMMISSION, the CITY and the DISTRICT

further acknowledge that any representations that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by any of the parties in their dealings with the other parties in entering into this Agreement.

- 14. **PUBLIC RECORDS:** The COMMISSION, the CITY and the DISTRICT shall abide by the provisions of Chapter 119, Florida Statutes, allowing public access to all documents, papers, letters, or other material as applicable.
- 15. **BREACH OF COVENANT:** In the event that any party shall fail or neglect to perform or observe any covenant contained herein, and such default shall continue for a period of thirty (30) days after receipt of written notice from the offended party or parties to the other, then the offended party or parties may terminate this Agreement.
- 16. **TERMINATION:** A party shall have the right to terminate this Agreement upon sixty (60) days written notice to the other parties. However, if such notice is given after February 15, the termination date shall be April 30 of the following calendar year.
- 17. **NOTICE:** Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

CITY

Kelley Boree
City of Jacksonville
214 N. Hogan St.
3rd Floor, Ste. 3102
Jacksonville, FL 32202
(904) 255-7900

COMMISSION

Rosa Torres
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600
(850) 488-3831

DISTRICT

Steve Miller
St. Johns River Water Management District
4049 Reid Street
PO Box 1429
Palatka, FL 32177
(386) 329-4387

- 18. **SEVERABILITY AND CHOICE OF VENUE:** This Agreement 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.
- 19. **JURY TRIAL WAIVER:** As 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.
- 20. **PROHIBITION OF DISCRIMINATORY VENDORS:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may

not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

21. **PERFORMANCE BY THE COMMISSION:** The COMMISSION's obligation to perform under this Agreement is subject to the availability of funds and contingent upon an annual appropriation by the Legislature.
22. **ENTIRE AGREEMENT:** This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

Each party is signing this agreement on the date stated below that party's signature. The latest date of signing shall be inserted in the first sentence of the first page and shall be deemed the effective date of this Agreement.

The Remainder of This Page is Intentionally Left Blank

CITY OF JACKSONVILLE

ATTEST:

James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

By: *Karen Bowling*
Alvin Brown, Mayor



Date: 10/17/13

Brian M. Long
WITNESS

Brian Corrigan
PRINT/TYPE WITNESS NAME

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

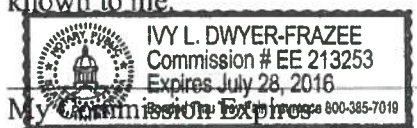
Ivy L. Dwyer-Fraze
WITNESS
Ivy Dwyer-Fraze

PRINT/TYPE WITNESS NAME

STATE OF FLORIDA
COUNTY OF DUVAL

Karen Bowling for +
on behalf of

The foregoing instrument was acknowledged before me this 21 day of Oct, 2013 by Alvin Brown and *James R. McCain, Jr.*, the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation and political subdivision of the State of Florida, on behalf of the City. Such persons are personally known to me.



Ivy L. Dwyer-Fraze
Notary Public



Approved as to Form:

James R. McCain, Jr.
James R. McCain, Jr.
Assistant General Counsel
City of Jacksonville

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Sharon G. Carlin
WITNESS

Hans G. Tanzler III
Hans G. Tanzler III, Executive Director
St. Johns River Water Management District
By authority of Section 373.083 (5) Florida Statutes
and DISTRICT Policy Number 90-16

Sharon G. Carlin
PRINT/TYPE WITNESS NAME

Date: 12-30-13

J.B. Miller
WITNESS

J.B. Miller
PRINT/TYPE WITNESS NAME

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing agreement was acknowledged before me this 30th day
of December, 2013 by Hans G. Tanzler III, acting as agent for and on behalf of the
Governing Board of the St. Johns River Water Management District. He is personally known to
me.

10/29/2016
My Commission Expires

Sharon G. Carlin
Notary Public **Sharon G. Carlin**

APPROVED:
William Abrams
William Abrams
Office of General Counsel
SJRWMD
STATE OF FLORIDA
COUNTY OF PUTNAM



STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Rosa Torres
WITNESS

Diane R. Eggeman
Diane R. Eggeman, Director
Division of Hunting and Game Management
FL Fish and Wildlife Conservation Commission

Rosa Torres
PRINT/TYPE WITNESS NAME

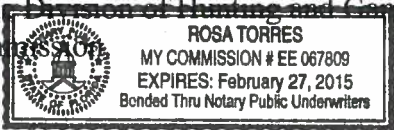
Date: 10/1/13

[Signature]
WITNESS

Kim Allen
PRINT/TYPE WITNESS NAME

STATE OF FLORIDA
COUNTY OF LEON

The foregoing agreement was acknowledged before me this 1st day
of October, 2013 by Diane R. Eggeman, who is personally known to me as Director
of the Division of Hunting and Game Management, Florida Fish and Wildlife Conservation
Commission



My Commission Expires

Rosa Torres
Notary Public

Approved as to form and legality:

Carla Oglobin [Signature]
Michael Yaun, Commission Attorney CS
STATE OF FLORIDA
COUNTY OF LEON

Exhibit A
Thomas Creek Wildlife Management Area

THAT LAND BEING IN THE COUNTY OF DUVAL, STATE OF FLORIDA, DESCRIBED AS FOLLOWS:

PARCEL,1

ALL SECTION 14, TOWNSHIP 1NORTH, RANGE 25 EAST.

PARCEL,2

LOT 2, LYING SOUTH AND EAST OF THE COUNTY LINE, SECTION 15, TOWNSHIP 1 NORTH, RANGE 25 EAST.

PARCEL 4

FRACTIONAL PART OF THE SE ¼ LYING SOUTH AND EAST OF THE COUNTY LINE (EXCEPT ATLANTIC COASTLINE RAILROAD R/W AS DESCRIBED IN DB 1601, PG 553, SECTION 16, TOWNSHIP 1 NORTH, RANGE 25 EAST.

PARCEL, 5

FRACTIONAL PART OF THE NE ¼ LYING NORTHEAST OF THE ATLANTIC COASTLINE RAILROAD R/W, SECTION 21, TOWNSHIP 1 NORTH, RANGE 25 EAST.

PARCEL, 6

ALL (EXCEPT THAT PART RECORDED IN DB 974/251 AND THE ATLANTIC COAST RAILWAY R/W AND STATE ROAD R/W AS DESCRIBED IN DB 763, PG. 406), SECTION 22, TOWNSHIP 1 NORTH, RANGE 25 EAST LESS AND EXCEPT THOSE LANDS LOCATED SOUTH OF FOREST SERVICE ROAD NO. 2, WHICH IS DESCRIBED AS A RESERVED EASEMENT RECORDED AS EXHIBIT C IN OR BOOK 10818, PG. 303.

PARCEL,7

THE W ½ AND THE NE ¼, SECTION 23, TOWNSHIP 1 NORTH, RANGE 25 EAST LESS AND EXCEPT THOSE LANDS LOCATED SOUTH OF FOREST SERVICE ROAD NO. 2, WHICH IS DESCRIBED AS A RESERVED EASEMENT RECORDED AS EXHIBIT C IN OR BOOK 10818, PG. 303.

PARCEL, 8

ONLY THOSE LANDS LOCATED NORTH OF FOREST SERVICE ROAD NO. 2, (WHICH IS DESCRIBED AS A RESERVED EASEMENT RECORDED AS EXHIBIT C IN OR BOOK 10818, PG. 303) SECTION 26, TOWNSHIP 1 NORTH, RANGE 25 EAST.

PARCEL, 9

THE N ½ WEST OF OLD KINGS ROAD AND EAST OF THE ATLANTIC COAST R/W EXCEPT DINSMORE TOWER ROAD R/W AS DESCRIBED IN DB 763, PG. 406, AND EXCEPT THAT PART RECORDED IN DB 974/251 AND OR BOOKS 2929/937 AND 2853/591, SECTION 27, TOWNSHIP 1 NORTH, RANGE 25 EAST.

PARCEL, 10

LOT 7 (OLD NUMBER) OF D. OGILVIE S/D PART OF THE GIBSON GRANT (EXCEPT THAT PART IN THE STATE ROAD R/W AS DESCRIBED IN DB 763, PG. 406), SECTION 37 TOWNSHIP 1 NORTH, RANGE 25 EAST.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCELS, THOSE LANDS LYING WITHIN THE RIGHTS OF WAY OF OLD KINGS ROAD (OLD STATE ROAD NO. 4) AND NEW KINGS ROAD (STATE ROAD NO. 4) AS CURRENTLY ESTABLISHED.

Together With: (City of Jacksonville Redshirt Parcel)

ALL THAT CERTAIN PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTIONS 21, 28, AND 29, TOWNSHIP 1 NORTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF REFERENCE IS THE SOUTHWEST CORNER OF SAID SECTION 28, TOWNSHIP 1 NORTH, RANGE 25 EAST, SAID POINT BEING A 5-INCH SQUARE CONCRETE MONUMENT WITH NO MARKINGS; THENCE PROCEED NORTH 00 DEGREES 16 MINUTES 46 SECONDS EAST ALONG THE LINE WHICH DIVIDES SAID SECTIONS 28 AND 29, A DISTANCE OF 0.68 FEET TO A POINT ON THE

NORTHWESTERLY RIGHT-OF-WAY LINE OF ACREE ROAD (FORMERLY KNOWN AS THOMAS ROAD, ALSO KNOWN AS COUNTY ROAD NO. 147, AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, CONTINUE North 00° 16' 46" EAST ALONG THE WEST LINE OF SAID SECTION 28, FOR A DISTANCE OF 1318.38 FEET TO THE NORTHWEST CORNER OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 28; THENCE NORTH 89° 31' 35" EAST ALONG THE SOUTH LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 28, FOR A DISTANCE OF 2638.06 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST ¼ OF SECTION 28; THENCE NORTH 00° 19' 27" EAST ALONG THE AFORESAID EAST LINE OF THE SOUTHWEST ¼ OF SECTION 28 AND THE EAST LINE OF THE NORTHWEST ¼ OF SECTION 28, FOR A DISTANCE OF 3953.93 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SECTION 21; THENCE NORTH 89° 42' 57" EAST ALONG SAID SOUTH LINE OF SECTION 21, FOR A DISTANCE OF 1319.68 FEET TO THE SOUTHWEST CORNER OF THE EAST ½ OF THE EAST ½ OF SECTION 21; THENCE NORTH 00° 14' 12" EAST ALONG THE WEST LINE OF THE SAID EAST ½ OF THE EAST ½ OF SECTION 21, FOR A DISTANCE OF 2651.05 FEET; THENCE CONTINUE ALONG LAST SAID LINE NORTH 01° 31' 00" WEST, FOR A DISTANCE OF

1620 FEET, MORE OR LESS, TO THE INTERSECTION OF THE CENTERLINE OF THOMAS CREEK WITH THE SAID WEST LINE OF THE EAST ½ OF THE EAST ½ OF SECTION 21, SAID POINT HEREINAFTER ALSO REFERRED TO AS REFERENCE POINT "A";

THENCE RETURN TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, RUN SOUTH 62° 45' 18" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF ACREE ROAD, FOR A DISTANCE OF 1.50 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 29; THENCE, LEAVING SAID RIGHT OF WAY LINE OF ACREE ROAD, RUN SOUTH 89° 28' 46" WEST ALONG THE SOUTH LINE OF SAID SECTION 29, FOR A DISTANCE OF 4241.13 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF A NORFOLK-SOUTHERN RAILROAD RIGHT OF WAY (A 150-FOOT RIGHT OF WAY A PRESENTLY ESTABLISHED, AND FORMERLY KNOWN AS THE GEORGIA SOUTHERN AND FLORIDA RAILROAD); THENCE NORTH 40° 56' 35" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 698.41 FEET TO ITS INTERSECTION WITH THE BOUNDARY LINE DIVIDING NASSAU COUNTY AND DUVAL COUNTY; THENCE NORTH 44° 51' 01" EAST ALONG SAID COUNTY DIVIDING LINE, FOR A DISTANCE OF 3213 FEET, MORE OR LESS, TO THE CENTERLINE OF THOMAS CREEK; THENCE NORTHEASTERLY ALONG THE CENTERLINE THREAD OF THOMAS CREEK DIVIDING DUVAL AND NASSAU COUNTIES, AND FOLLOWING THE MEANDERINGS THEREOF, FOR A DISTANCE OF 11,820 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST ½ OF THE EAST ½ OF SAID SECTION 21, SAID POINT OF INTERSECTION ALSO BEING REFERENCE POINT "A" DESCRIBE HEREIN, AND TO CLOSE.

TOGETHER WITH: (RAYONIER – THOMAS CREEK – PARCEL B)

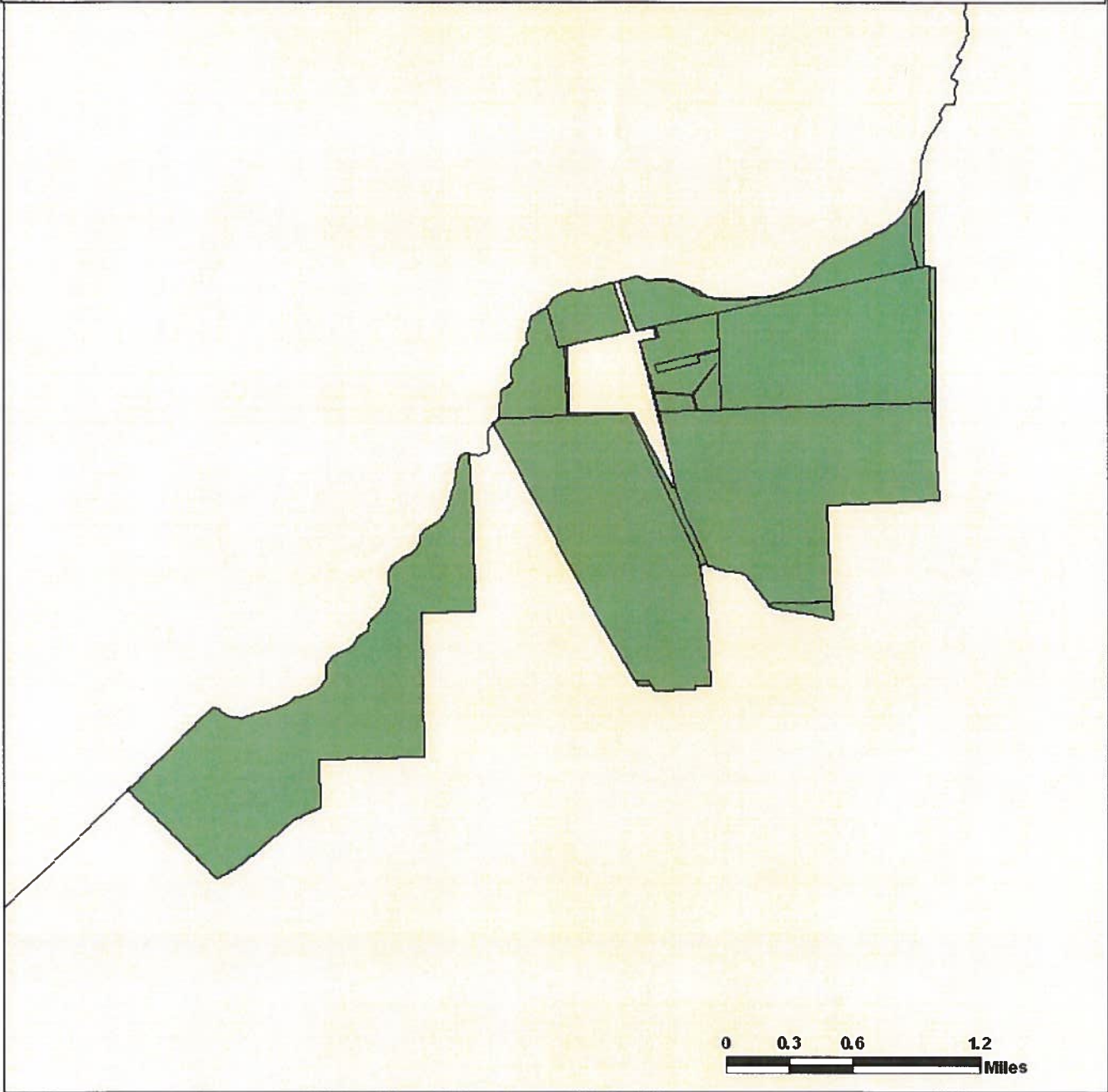
A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 1 NORTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA; THENCE ON THE NORTH LINE OF SAID SECTION 32, N 89°29'35" E, A DISTANCE OF 1084.17 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE GEORGIA SOUTHERN AND FLORIDA RAILROAD AND THE POINT OF BEGINNING; THENCE CONTINUE ON THE NORTH LINE OF SAID SECTION 32, N 89°29'35" E, A DISTANCE OF 4242.20 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE ACREE ROAD (AN 80 FOOT RIGHT OF WAY); THENCE DEPARTING SAID NORTH LINE AND ON THE NORTHERLY RIGHT OF WAY LINE SAID ACREE ROAD THROUGH THE FOLLOWING COURSES; S 62°44'42" W, A DISTANCE OF 518.46

FEET, TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1950.08 FEET AND A CENTRAL ANGLE OF 14°18'25"; THENCE ON THE ARC OF SAID CURVE A DISTANCE OF 486.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 55°35'29" W, DISTANCE OF 485.68 FEET TO THE CURVES END; THENCE S 48°26'16" W, A DISTANCE OF 1519.29 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1392.69 FEET AND A CENTRAL ANGLE OF 11°56'30"; THENCE ON THE ARC OF SAID CURVE A DISTANCE OF 290.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 54°24'31" W, DISTANCE OF 289.74 FEET TO THE CURVES END; THENCE S 60°22'46" W, A DISTANCE OF 443.86 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ON THE EASTERLY RIGHT OF WAY LINE OF THE GEORGIA SOUTHERN AND FLORIDA RAILROAD, N 40°56'11" W, A DISTANCE OF 2475.77 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 2548 ACRES, MORE OR LESS.

**Exhibit B
Thomas Creek
Wildlife Management Area
2,249 acres
Duval County**



2013-
2014
Hunting
Season

Kings Road Unit Thomas Creek Wildlife Management Area

Regulations Summary and Area Map
July 1, 2013 - June 30, 2014



A cooperative public wildlife and recreational area

City of Jacksonville
St. Johns River Water
Management District

Florida Fish and Wildlife
Conservation Commission

MyFWC.com



This brochure is designed to provide the public with information and a summary of regulations pertaining to hunting and other recreational use on the Thomas Creek Wildlife Management Area - Kings Road Unit. **Regulations that are new or differ substantially from last year are shown in bold print.** Area users should still familiarize themselves with all regulations. For exact wording of the wildlife laws and regulations, see the Florida Fish and Wildlife Conservation Commission's wildlife code, on file with the Secretary of State and state libraries. This brochure, the Florida Hunting Regulations handbook, and quota permit worksheets should provide the information necessary for you to plan your hunting activities. These publications are available from any Commission office, county tax collector and at MyFWC.com.

Persons using wildlife management areas are required to have appropriate licenses, permits and stamps. The following persons are exempt from all license and permit requirements (except for quota permits listed as "no exemptions", recreational use permits, antlerless deer permits and the Migratory Bird Hunting and Conservation Stamp [federal duck stamp]): Florida residents who are 65 years of age or older; residents who possess a Florida Resident Disabled Person Hunting and Fishing Certificate; residents in the U.S. Armed Forces, not stationed in Florida, while home on leave for 30 days or less, upon submission of orders; and children under 16 years of age. Children under 16 years of age are exempt from the federal duck stamp. Anyone born on or after June 1, 1975 and 16 years of age or older must have passed a Commission-approved hunter-safety course prior to being issued a hunting license, except the Hunter Safety Mentoring exemption allows anyone to purchase a hunting license and hunt under the supervision of a licensed hunter, 21 years of age or older.

Licenses and permits may be purchased from county tax collectors, license agents, at MyFWC.com/license or by telephone at 888-486-8356. A no-cost Migratory Bird Permit is available when purchasing a hunting license. Any waterfowl hunter 16 years of age or older must possess a federal duck stamp; available where hunting licenses are sold, at most post offices or www.duckstamp.com.

Quota Permit Information:

Archery - 15, no-cost, quota permits (no exemptions) for each of 3 hunts.
Muzzleloading Gun - 15, no-cost, quota permits (no exemptions).
Family - 5, no-cost, quota permits (no exemptions).
General Gun - 15, no-cost, quota permits (no exemptions) for each of 2 hunts.
Youth turkey - 5, no-cost, quota permits (no exemptions).
Spring Turkey - 5, no-cost, quota permits (no exemptions) for each of 3 hunts.

Permit applications: Hunters must submit electronic applications for quota permits through the Commission's **Recreational License Issuance Services**

(RLIS). Worksheets listing hunts, application periods, deadlines and instructions are available at county tax collector's offices, FWC offices or MyFWC.com. Quota application periods occur throughout the year beginning April 1; please refer to the hunting handbook or MyFWC.com for specific dates. Worksheets will be available about 2 weeks prior to each application period.

Guest hunters: For each non-transferable archery, muzzleloading gun, general gun, wild hog, spring turkey and mobility-impaired quota permit issued through the Commission's RLIS, a quota permit holder (host) may take a guest hunter by obtaining a guest permit. Guest hunters are not allowed during family or youth turkey hunts. A guest hunter must possess a completed guest permit while hunting except the following persons may be a guest hunter without a guest permit: a youth under 16 years of age, a youth supervisor, a mentor license holder or a mentor license supervisor. A host may only bring 1 guest hunter at a time **and may only use 1 guest permit per day.** The following persons are not considered to be guest hunters: other quota permit holders, non-hunters and exempt hunters (on areas and during seasons that allow exemptions). The host must share the bag limit with the guest hunter and the host is responsible for violations that exceed the bag limit. The guest hunter and host must enter and exit the area together while hunting on the area. The guest hunter may hunt only while the host is on the area. Refer to the quota hunt worksheets for additional information.

Youth and mentor license holders: A youth hunter (less than 16 years of age) must be supervised by a person at least 18 years of age. A mentor license holder must be supervised by a licensed hunter at least 21 years of age. Unless exempt, only those supervisors with proper licenses and permits may hunt. If the supervisor is hunting during any hunt for which quota permits are issued, at least 1 person in the party must be in possession of a quota permit. A non-hunting supervisor is allowed to accompany a youth or mentor license holder during any hunt.

Transfer of permits: Quota and guest permits are not transferable. A positive form of identification is required when using a non-transferable permit, except for a youth under 16 years of age. The sale or purchase of any quota permit or guest permit is prohibited.

General Area Regulations:

All general laws and regulations relating to wildlife and fish shall apply unless specifically exempted for area. Hunting or the taking of wildlife or fish on this area shall be allowed only during the open seasons and in accordance with the following regulations:

1. Any person hunting deer or accompanying another person hunting deer shall wear at least 500 square inches of daylight fluorescent-orange material as an outer garment, above the waistline. These provisions are not required when hunting with a bow and arrow during archery season.

2. Taking of spotted fawn, swimming deer or roosted turkey is prohibited. Species legal to hunt are listed under each season.
3. It is illegal to hunt over bait or place bait or any other food for wildlife on this area.
4. Driving a metal object into any tree, or hunting from a tree into which a metal object has been driven, is prohibited.
5. No person shall cut, damage or remove any natural, man-made or cultural resource without written authorization of the landowner or primary land manager.
6. Taking or attempting to take any game with the aid of live decoys, recorded game calls or sounds, set guns, artificial light, net, trap, snare, drug or poison is prohibited. Recorded calls and sounds can be used to hunt furbearers, wild hog and crows.
7. The wanton and willful waste of wildlife is prohibited.
8. Hunting, fishing or trapping is prohibited on any portion of the area posted as closed to those activities.
9. People, dogs, vehicles and other recreational equipment are prohibited in areas posted as "Closed to Public Access" by FWC administrative action.
10. Taking or herding wildlife from any motorized vehicle, aircraft or boat, which is under power is prohibited until power, and movement from that power has ceased.
11. Most game may be hunted from ½ hour before sunrise until ½ hour after sunset (see exception for each season).
12. The release of any animal is prohibited, without written authorization of the landowner or primary land manager.
13. The head and evidence of sex may not be removed from the carcass of any deer or turkey on the area.
14. The planting or introduction of any non-native plant is prohibited, without written authorization of the landowner or primary land manager.
15. Wild hog may not be transported alive.
16. A hunting license is not required for the take of wild hog.
17. Littering is prohibited.
18. Fires are prohibited.
19. A Fish and Wildlife Conservation Commission Law Enforcement Officer may search any camp, vehicle or boat, in accordance with law.
20. Falconers may hunt during the statewide falconry season anytime a management area is open for public access. Falconers are not exempt from quota permits during hunts requiring them.

Public Access and Vehicles:

1. Open to public recreational access year round, except during the family hunt and the archery, muzzleloading gun, general gun and spring turkey seasons, when only individuals participating in the hunts are allowed.
2. Persons must enter and exit the area through a designated entrance.
3. Motorized vehicles are prohibited, except in designated parking areas.
4. Bicycles are restricted to designated trails.
5. Parked vehicles may not obstruct a road, gate or firelane.

Hunters:

Hunting equipment may not be taken onto the WMA until after 8 a.m. the day before the opening of a season and shall be removed by 6 p.m. 1 day after the end of the season.

Guns:

1. Hunting at night with a gun is prohibited.
2. Muzzleloading guns used for taking deer must be .40 caliber larger, if firing a single bullet, or be 20 gauge or larger if firing 2 or more balls.
3. Hunting deer with rimfire or non-expanding, full metal jacket (military ball) ammunition is prohibited.
4. **Air guns may be used to hunt gray squirrel and rabbits during any season when these species are legal to hunt, except archery and muzzleloading gun.**
5. Children under the age of 16 hunting with a firearm or air gun must be in the presence of a supervising adult.
6. No person shall discharge a firearm or have a loaded firearm in hand while under the influence of alcohol or drugs.
7. For hunting non-migratory game, only shotguns, rifles, pistols, bows, crossbows or falconry may be used. Hunting during the spring turkey season with firearms other than shotguns or using a shot size larger than #2 is prohibited.
8. For hunting migratory game, shotguns, bows, crossbows or falconry may

be used. Shotguns shall not be larger than 10 gauge and shall be incapable of holding more than 3 shells in the magazine and chamber combined.

9. Hunting with full automatic or silencer-equipped firearms, centerfire semi-automatic rifles having a magazine capable of holding more than 5 rounds, explosive or drug-injecting devices and set guns is prohibited.
10. The discharge of a firearm outside of periods open to hunting or in areas closed to hunting is prohibited per s. 790.15 FS.

Dogs:

1. Hunting deer or wild hog with dogs is prohibited.
2. Only bird dogs and dogs with a shoulder height of 15 inches or less may be used for hunting.
3. No person shall allow any dog to pursue or molest any wildlife during any period in which the taking of wildlife by the use of dogs is prohibited.
4. Dogs on leashes may be used for trailing wounded game.
5. For purposes other than hunting, dogs are allowed, but must be kept under physical restraint at all times.

Camping: Prohibited.

Bag and Possession Limits: A guest hunter must share the host's bag limit, except bag limits specified as per person. No person shall exceed statewide bag limits.

1. Deer -
 - A. Archery season - 2 deer (antlered or antlerless) per quota permit, but only 1 per person.
 - B. Muzzleloading gun and general gun seasons - 2 antlered deer per quota permit, but only 1 per person.
 - C. Family hunt - 1 antlered deer per person.
2. Wild hog - No size or bag limit.
3. Turkey -
 - A. Archery season - daily limit 1, season limit 2, possession limit 2.
 - B. Youth turkey hunt - 1 per quota permit.
 - C. Spring turkey hunt - 2 per quota permit, but only 1 per person.
4. Gray squirrel, quail and rabbit - Daily limit 12, possession limit 24 for each.
5. Raccoon, opossum, armadillo, beaver, coyote, skunk and nutria - No bag limits.
6. Bobcat and otter - Possession limit 1 unless in possession of a Trapping License.
7. Migratory birds - See Migratory Bird Hunting Regulations pamphlet.

Archery Season:

September 21-23, September 30 through October 2 and October 7-9.

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, archery permit, deer permit (if hunting deer), wild turkey permit (if hunting wild turkey), migratory bird permit (if hunting migratory birds) and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Hunt - Any deer (except spotted fawn), wild hog, turkey of either sex, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to Archery Season - Hunting with guns or crossbows (except by disabled crossbow permit) is prohibited, except that centerfire shotguns are allowed for hunting migratory birds when 1 or more species are legal to hunt (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet).

Muzzleloading Gun Season:

October 19-21.

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, muzzleloading gun permit, deer permit (if hunting deer) and migratory bird permit (if hunting migratory birds).

Legal to Hunt - Deer with at least 1 antler 5 inches or more in length, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to Muzzleloading Gun Season - Hunting with archery equipment or guns, other than muzzleloading guns, is prohibited, except that centerfire shotguns are allowed for hunting migratory birds when 1 or more species are legal to hunt (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet).

Family Hunt:

November 2-3.

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, deer permit (if hunting deer) and migratory bird permit (if hunting migratory birds).

Legal to Hunt - Deer with at least 1 antler 5 inches or more in length, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to Family Hunt -

1. 1 or 2 youths (under 16 years of age but not younger than 8 years of age) per quota permit, may hunt under the direct supervision of an adult (at least 18 years of age) but the quota permit holder must be present for the youth to hunt.
2. The quota permit holder may hunt, but only in the presence of at least 1 youth.

General Gun Season:

November 15-17 and 22-24.

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, deer permit (if hunting deer), migratory bird permit (if hunting migratory birds) and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Hunt - Deer with at least 1 antler 5 inches or more in length, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Small Game Season:

November 29 through December 4, December 9-11, 20-22, 27-29 and January 6-8.

Permit, Stamp and License Requirements - Hunting license, management area permit, migratory bird permit (if hunting migratory birds) and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Hunt - Wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season. Bobcat and otter beginning December 1.

Regulations Unique to Small Game Season - Hunting with centerfire rifles is prohibited.

Trapping: Prohibited.

Spring Turkey Season:

Youth Turkey: March 8-9.

Spring Turkey: March 15-17, 24-26 and March 31 through April 2.

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit and wild turkey permit.

Legal to Hunt - Bearded turkey or grouse.

Regulations Unique to Spring Turkey Season -

1. Legal shooting hours are ½ hour before sunrise until 1 p.m.
2. Hunting any other animal is prohibited.
3. Hunting with firearms other than shotguns or using a shot size larger than #2 is prohibited.
4. During the youth turkey hunt, only youth under 16 years of age may hunt and must be under the supervision and in the presence of an adult not younger than 18 years of age. Adults with required licenses and permits for taking wild turkeys may participate when in the presence of a youth, but may not harvest a wild turkey.

Migratory Bird Seasons:

Rails, common moorhen, mourning dove, white-winged dove, snipe, ducks, geese, coot, woodcock and crows may be hunted during seasons established by the Commission for these species that coincide with the family hunt or archery, muzzleloading gun, general gun or small game seasons.

Permit, Stamp and License Requirements - Quota permit (if hunting during any quota period), hunting license, management area permit, migratory bird permit, and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Hunt - See Migratory Bird Hunting Regulations pamphlet.

Regulations Unique to Migratory Bird Seasons - All Migratory Bird Regulations shall apply.

1. Hunting ducks, geese and coot with lead shot is prohibited.
2. Centerfire shotguns are allowed for hunting during established area seasons when 1 or more migratory birds are legal to hunt.

Fishing and Frogging:

Allowed year round.

Permit, Stamp and License Requirements - Quota permit (during any quota period) and fishing license (not required when frogging).

Legal to Take - See Florida Freshwater Fishing Regulations Summary.

Regulations Unique to Fishing and Frogging - All General Freshwater Fishing Regulations shall apply.

1. During periods open to hunting, except small game season, access to the area is allowed only by persons participating in the hunt.
2. Shooting frogs is allowed only during the listed open hunting seasons and only with the legal methods of take during each particular season.

General Information:

1. Information for persons with disabilities can be found at MyFWC.com/ADA.
2. If you have any questions about this material, please call the Fish and Wildlife Conservation Commission at 386-758-0525 (TDD 800-955-8771).
3. FWC is not responsible for protection of personal property and will not be liable for theft of or damage to personal property.
4. Please report the location of any sick or extremely skinny deer to the Chronic Wasting Disease hotline, toll free at 866-293-9282.

Cooperation Requested:

When you spot law violators or suspicious activities, contact your nearest Commission regional office or call 888-404-FWCC. You may qualify for a cash reward from the Wildlife Alert Reward Association.

The U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex or handicap. If you believe that you have been discriminated against in any program, activity or facility as described above, or if you desire further information, please write to: The Office for Human Resources, U.S. Fish and Wildlife Service, Department of the Interior, Washington, D.C. 20240. The project described in this publication is part of a program funded by federal dollars under the Wildlife Restoration Act. Federal funds pay 20 percent of the cost of the program.

**Wildlife Alert Reward Program**

Report fishing, boating or hunting law violations,
you may qualify for a cash reward.

888-404-FWCC (3922)

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KING'S ROAD UNIT

THOMAS CREEK

WILDLIFE MANAGEMENT AREA

2,429 acres
Duval County

Legend

- Management Area
- Designated Entrance
- Parking
- Railroad - Public Access Prohibited
- Creek
- Trail - No Motorized Vehicles
- Paved Road

