

Exhibit I

CROOKED LAKE CITRUS GROVE MANAGEMENT CONTRACT

THIS CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and _____, whose address is _____ hereafter "CONTRACTOR."

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

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

This Contract is entered into pursuant to the COMMISSION's Invitation to Bid FWC (Attachment B) and the CONTRACTOR's response thereto (Attachment C), both attached hereto and made an integral part of this Contract. In the event of conflict between this Contract and Attachments B and C, the terms of this Contract shall govern. The term "Scope of Work" when used in this Contract shall include Attachments A, B and C. The purpose of this Contract and attachments is to provide for the management and maintenance of the Crooked Lake WEA Citrus Grove (Exhibit A).

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

2.1 PERFORMANCE BOND: The CONTRACTOR shall furnish annually a Performance Bond in the amount of 100% of the annual bid price to ensure full and complete compliance with the specifications as stated in the applicable ITB in the term of the contract to ensure full and complete compliance with the specifications as stated in the applicable ITB and Grove Management Contract. The Performance Bond shall be issued from a reliable Surety Company acceptable to the COMMISSION, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a Performance Bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the Performance Bond on behalf of the Surety had the authority to do so on the date of the Performance Bond. In the event of non-payment of revenues to the COMMISSION or negligence of the CONTRACTOR is determined by the COMMISSION, the CONTRACTOR shall provide the monies from the Performance Bond as compensation for any such loss to the COMMISSION.

3. CONTRACTUAL PAYMENT SCHEDULE: The CONTRACTOR shall submit the first semi-annual payment of (\$X 54.38 acres /2) and the Performance Bond within ten (10) consecutive calendar days after the execution of the contract. The COMMISSION shall invoice the CONTRACTOR for subsequent semiannual payments every six months at the rate of \$per acre.

CONTRACTOR shall forward payments, and the renewal of Performance Bond, if annual coverage, to the COMMISSION no later than thirty (30) days from the date of the payment invoice. All payments shall be submitted to the Florida Fish and Wildlife Conservation Commission, 620 S. Meridian Street, Tallahassee, Florida 32399-1600.

4. **CONTRACTOR ELIGIBILITY:** The CONTRACTOR shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to THE COMMISSION upon request. The CONTRACTOR shall procure all supplies, pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the CONTRACTOR warrants that it has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The CONTRACTOR shall comply with Chapter 287, F.S., and all other applicable laws, rules or regulations, and ordinances. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

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

5. **TERM:** The contract will be effective for a period of fifteen (15) years commencing at execution of the contract, with the option to renew for one additional 15 year term or for three (3) five (5) renewal terms. At the end of the fourteenth (14th) full year of the contract, FWC will inform the Contractor whether or not the contract will be renewed.

6. **RENEWAL:** This Contract may be renewed upon mutual agreement of the parties, for three (3) five(5) year periods, or for one additional fifteen (15) year renewal period. The length of the renewal period shall be at the sole discretion of the COMMISSION. Any renewal of this Contract shall be subject to the same terms and conditions of this Contract, provided that the parties may, by mutual agreement, change such terms and conditions. Renewals must be executed prior to the completion date of the Contract. All renewals are contingent upon satisfactory performance by the CONTRACTOR.

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

8.1 **SERVICES AND INSURANCE:** As consideration under this Contract, CONTRACTOR shall provide the following to the Commission:

SERVICES: CONTRACTOR shall perform the activities described in the CONTRACTOR'S SCOPE OF WORK attached to and made a part of this Contract as Attachment A This Contract pertains to Property under management by the Commission, and the Commission maintains primary control of the Property in regard to its management. The Commission may from time-to time provide written direction to CONTRACTOR in regard to CONTRACTOR's activities under this Contract, and CONTRACTOR shall comply with such direction. This contract may be used on other Commission managed lands that may require citrus grove management, upon agreement by the CONTRACTOR and Project Manager.

INSURANCE: To the extent required by law, the CONTRACTOR will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the CONTRACTOR shall

require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the CONTRACTOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.

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

The CONTRACTOR shall secure and maintain comprehensive general liability coverage with limits of not less than \$300,000.00 per occurrence and \$500,000.00 annual aggregate for bodily injury, and not less than \$100,000.00 per occurrence and \$500,000.00 annual aggregate for property damage; and comprehensive automobile liability coverage with limits of not less than \$100,000.00 combined single limit for bodily injury and property damage. The CONTRACTOR's current certificate of insurance shall indicate the COMMISSION as an additional insured, and shall contain a provision that the insurance will not be canceled for any reason during the term of this Contract except after thirty (30) days written notice to the COMMISSION's Contract Manager.

- 8.2 INSPECTION: The CONTRACTOR agrees that the groves and premises may be inspected at any time by authorized representatives of the COMMISSION, authorized representatives of the Florida Department of Agriculture and Consumer Services, or by any other state, county or municipal officer or agency having responsibilities for inspection of such operations. The CONTRACTOR agrees to undertake immediately the correction of any deficiency cited by such inspectors. The COMMISSION reserves the right to allow prospective CONTRACTOR to inspect the groves, during reasonable hours, in connection with submitting offers to operate the citrus groves for the succeeding contract period. The COMMISSION further reserves the right for any succeeding CONTRACTOR to enter the area for the purpose of cultivation and customary preparatory work for the ensuing crop.
- 8.3 CROP FAILURE/DAMAGE WAIVER: The CONTRACTOR hereby waives all claims for loss or damage resulting from fire, water, freezes, tornado, hurricane, or other severe storms, civil commotion, riot, criminal activity, loss or spoilage, and the CONTRACTOR hereby waives all rights claims, and demands and forever releases and discharges the COMMISSION and its officers and agents from all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

The COMMISSION cannot be held liable for wildlife damage to the citrus crop. Exclusion (e.g. via fencing) at the CONTRACTOR's expense is the only acceptable method for controlling damage. If fences are erected they must be preapproved by the COMMISSION and not impede COMMISSION access or land management activities.

- 8.4 REPAIR OF DAMAGE: The CONTRACTOR agrees that it will not alter or damage the CROOKED LAKE WEA CITRUS GROVE, including natural or cultural resources in any way through the support or operation of this business, and that CONTRACTOR shall be responsible for and shall fully repair all damage to any grove facilities which may result from its business activities. The CONTRACTOR acknowledges that all wildlife and artifacts are protected and that there shall be no killing, maiming, molesting, removal, or disturbing of wildlife or artifacts.
- 8.5 HANDLING OF PESTICIDES: The CONTRACTOR agrees to designate one area that is mutually agreeable between the Project Manager and the CONTRACTOR for the mixing of pesticides. Pesticides and other chemicals stored on-site shall be stored in a locked and labeled manner. The CONTRACTOR agrees to provide backflow devices on all sprayers used in the Crooked Lake WEA Citrus Grove.
- 8.6 The CONTRACTOR agrees that only Environmental Protection Agency and the COMMISSION approved ant control chemicals shall be used in Crooked Lake WEA Citrus Grove. No pesticides shall be used without COMMISSION written approval.
- 8.7 The CONTRACTOR agrees that exotic plant control measures will be taken and that all Florida Exotic Pest Plant Council Category I exotics within the perimeter of the grove will be treated.
- 8.8 The CONTRACTOR agrees that the management of the grove will follow best management practices as recommended by the University of Florida Institute of Food and Agricultural Sciences (IFAS).
- 8.9 The CONTRACTOR agrees the fruit currently on the trees will be harvested under this contract.
- 8.10 The CONTRACTOR agrees to tree replacement. The Contractor is required to replace missing trees and to remove and reset trees that become non-productive. Greening is suspected to be found throughout the grove and in adjacent groves. Allowance for the replacement of non-productive trees should be calculated as a normal operating cost and considered in the bid proposal.

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

- 9.1 WEA MANAGEMENT; CONTROLLED BURNING: The Commission shall retain the right to access and utilize the Property in all ways which are not inconsistent with CONTRACTOR's use of the Property under this Contract, it being understood by the parties that the CONTRACTOR's activities on the Property under this Contract are strictly limited to activities specifically permitted by this Contract. The Commission will continue to conduct public recreation and general management activities, including, but not limited to public hunting and fishing, without interference from the CONTRACTOR. The Commission may engage in controlled burns which include areas of the Property and immediately adjacent to the Property; provided that the Commission will coordinate with the CONTRACTOR in regard to such burning activities. All prescribed burning shall be performed by Commission personnel, or under Commission supervision. The

CONTRACTOR shall not willfully nor negligently set fire, or allow any agent or employee of the CONTRACTOR to set fire, to the WEA. Failure to comply will be cause for immediate cancellation of this Contract.

10. **GENERAL TERMS AND CONDITIONS**

10.1 NOTICES: Unless a notice of change of address or contact is given, any and all notices shall be delivered to the parties at the following addresses. A notice shall be deemed received by the addressee on the first business day following its being placed in FedEx, UPS, U.S. Mail or similar service for overnight delivery. Notices not sent overnight delivery shall be deemed received on the third business day after mailing:

Notices shall be directed to:

CONTRACTOR

COMMISSION

Project Manager
Nicole Ranalli
Florida Fish and Wildlife
Conservation Commission
1630 Royce Ranch Ave
Lake Placid FL 33852
863-699-3937

10.2 TERMINATION: This Contract shall terminate or be terminated in the following ways. Upon termination of this Contract, the CONTRACTOR shall as of the effective date of termination vacate the Property and remove any and all personal property.

- A. This Contract shall terminate immediately upon the Commission giving written notice to the CONTRACTOR in the event of breach of this Contract, fraud, or willful misconduct.
- B. This Contract shall terminate, automatically, 30 days after CONTRACTOR's receipt of notice of termination from Commission for failure to perform any of CONTRACTOR's obligations under this Contract.
- C. Either party may terminate this Contract, for any reason, by giving written notice to the other party specifying the termination date, at least 60 days prior to the termination date specified in the notice. In the event of termination under this provision by the Commission, the CONTRACTOR may be given a reasonable time, determined by the sole discretion of Commission, to remove equipment, etc.
- D. This Contract shall terminate immediately upon arrest of any violation of WEA regulations or State of Florida statutes regarding wildlife including violation of any Rules and Regulations pertaining to Crooked Lake WEA. This includes those regulations pertaining to the possession and discharge of guns within Crooked Lake WEA.
- E. If there is significant damage from freeze and the management of a productive grove is impossible, the contract will be cancelled.

10.3 **REMOVAL OF PERSONAL PROPERTY:** The CONTRACTOR shall be escorted while upon the property for removal of all personal property and equipment belonging to the CONTRACTOR, by appointment within 7 days of termination. Continued occupancy of the premises after termination of the Contract shall constitute trespassing by the CONTRACTOR and may be prosecuted as such. In addition, the CONTRACTOR shall pay to the Commission \$100 per day as liquidated damages for such trespassing and holding over. If CONTRACTOR-owned property is not removed within 30 days of termination, then the property will be dismantled and disposed of by the Commission, at the CONTRACTOR'S expense.

10.4 **REQUIRED AUTHORIZATIONS:**

B. The CONTRACTOR shall seek written authorization for the placement of any buildings or other improvements on said property. All improvements shall remain the property of the COMMISSION at the termination or expiration of this Contract, unless otherwise released back to the CONTRACTOR for removal, at the sole discretion of the COMMISSION.

B. The CONTRACTOR may subcontract as necessary to perform the service, provided that the subcontract has been approved in writing by the COMMISSION prior to its execution. It is understood by the CONTRACTOR that it is liable for the subcontractor's performance under any subcontract, and that the contractor shall be solely responsible for annual payments under this Grove Management Contract, and any payments due under any subcontracts.

10.5 **IRRIGATION SYSTEM:** If CONTRACTOR chooses to install, use, or upgrade an irrigation system, water usage amounts, times and method of delivery must comply with Consumptive Water Use Permit No. 20006813.005 as issued by the Southwest Florida Water Management District. The CONTRACTOR will maintain the entire irrigation system in a workable condition at the CONTRACTOR'S expense. This will include power units, wells, pumps, mainlines, control structures and under tree lines and jets. This includes but is not limited to normal damage caused by freeze and lightning and other natural and manmade causes. The CONTRACTOR will require each tree to have at least one workable jet to insure sufficient irrigation. The CONTRACTOR will require preventative maintenance on power unit according to its schedule and at the CONTRACTOR'S expense. Fuel and air filters will be changed annually. Oil and oil filters will be changed according to manufacture recommendations every 5 months or 200 run hours, whichever comes first. In the event of a power unit or well failure through no fault of the COMMISSION, The CONTRACTOR will assume the responsibility for replacement within a reasonable time period.

10.6 **AMENDMENT:** No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, make any change in the work within the general scope of this Contract (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all changes are subject to the mutual agreement of both parties as evidenced in writing as a formal Amendment to this Contract.

- 10.7 RELATIONSHIP OF PARTIES: The CONTRACTOR shall perform as an independent CONTRACTOR and not as an agent, representative, or employee of the Commission. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. The parties agree that there is no conflict of interest or any other prohibited relationship between the CONTRACTOR and the Commission.
- 10.8 RECORD KEEPING REQUIREMENTS: The CONTRACTOR shall maintain accurate books; records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principals. The CONTRACTOR shall allow the Commission, the State, or their representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. In the event any work is subcontracted, the CONTRACTOR shall require each subcontractor to similarly maintain and allow access to such records for audit purposes. All records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes. This Contract may be unilaterally cancelled by the Commission for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract. These records shall be maintained for five (5) years following the close of this Contract.
- 10.9 LIABILITY: The CONTRACTOR shall save, hold harmless and indemnify the State of Florida and the Commission against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons, and for the loss or damage to any property, resulting from or in any way related to this Contract, or activities in any way relating to this Contract, resulting from the acts or omissions of the CONTRACTOR, this subcontractor, or any of the employees, agents or representatives of the CONTRACTOR, or any subcontractor.
- 10.10 NON-DISCRIMINATION: No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.
- 10.11 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.
- 10.12 PUBLIC ENTITY CRIMES: In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a

conviction for a public entity crime may not perform work as a grantee, CONTRACTOR, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

- 10.13 UNAUTHORIZED ALIENS: The employment of unauthorized aliens by any CONTRACTOR/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The CONTRACTOR shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
- 10.14 REMEDIES: The CONTRACTOR shall perform the services in a proper and satisfactory manner as determined by the COMMISSION. If the COMMISSION determines that the CONTRACTOR or successors are in violation of the terms of this Agreement, it may take any of the following actions, after 15 day written notice to the CONTRACTOR or successors to correct the violation: 1) the COMMISSION may itself correct the violation, including but not limited to obtaining replacement for all or any part of the services or products to be provided under this Agreement, and demand payment from the CONTRACTOR for all costs associated with such action; 2) the COMMISSION may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, for specific performance, to temporarily or permanently enjoin the violation, recover damages for violation of this Agreement, including but not limited to the costs of replacement services or products, and any other damages permitted by law. In any enforcement action the COMMISSION shall not be required to prove either actual damages or the inadequacy of otherwise available remedies. The COMMISSION'S remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 10.15 SEVERABILITY AND CHOICE OF VENUE: This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.
- 10.16 JURY TRIAL WAIVER: As part of the consideration for this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract; including but not limited to any claim by the CONTRACTOR of quantum meruit.
- 10.17 NON-ASSIGNMENT: This Contract is an exclusive contract for services and may not be assigned without the written approval of the Commission.

10.18 THIRD PARTY RIGHTS: The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

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

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

CONTRACTOR

**FLORIDA FISH AND WILDLIFE CONSERVATION
COMMISSION**

Name: _____

Nick Wiley
Executive Director

—
Title: _____

Date: _____

Date: _____

Approved as to form and
legality:

Attachment A- Contractor's Scope of
Work Attachment B - ITB
Attachment C- Contractor's response to ITB
Attachment D - Description of Property

SCOPE OF WORK
Crooked Lake WEA Citrus Grove Management

General Description:

Crooked Lake WEA Citrus Grove was recently acquired by the State of Florida. It is 54.38 acres of a productive citrus grove in the unincorporated portion of Polk County (Section 34, Township 31 South, Range 27 East). The Grove is under lease management to the Florida Fish and Wildlife Conservation Commission. The 54.38 acre citrus grove has approximately 1,750 lineal feet of frontage along the west side of Old Stokes Road north of U.S. Highway 98. The Citrus grove consists of entirely upland parcels and the grove is contiguous in layout. The land use classification is A/RR (Agriculture/Rural Residential). The Citrus Grove historically has produced approximately 7,500 boxes of Hamlin oranges and approximately 10,000 boxes of Valencia oranges (both young and old) annually. The property is not designated as a significant wildlife habitat area. However, because of topography and location, this parcel of land plays a significant role in the protection of gopher tortoises. The Commission shall be notified of any activities associated with Gopher Tortoises. Although agricultural operations are exempt from any permitting requirements associated with the management of Gopher Tortoises, the successful bidder shall ensure that all protection measures for this state listed species are followed. Coordination of these measures shall be with the District Biologist.

Objectives:

The major objective is to maintain an income producing grove in an area where groves are being developed into rural residential communities and thus preserve and restore habitat for wildlife.

Operation and Maintenance:

The successful bidder will be required to tend and manage the citrus grove efficiently and effectively in order to produce maximum crop revenues, while fulfilling all the requirements and specifications for operations as outlined in this Contract and the Grove Management Plan (Plan).

Grove Management Plan:

A comprehensive grove management plan includes stewardship, balance and accountability.

Stewardship requires consideration of the citrus interest and the environment it impacts. Environmental stewardship means application materials are selected judiciously; material application rates are prescribed prudently; equipment is calibrated meticulously; application is executed cautiously; and record keeping is complete, timely and accurate.

The Plan must reflect balance between production decisions like planting trees and other actions necessary to ensure long term sustainability of the grove.

Accountability is the final component of a grove management plan. Production decisions shall be based on accountability reporting such as review of field inspections, application record reviews and material reconciliations. The successful bidder shall be required to report monthly in writing to the Commission. The report shall include comments on the current conditions of the grove, recent applications and projected applications to ensure the long term viability of the grove.

A. Vegetative competition control:

The successful bidder shall conduct vegetative competition control. Vegetation control requires multiple approaches. Herbicide applications are the first major consideration. Weather and grove conditions will typically dictate the timing and selection of materials and application rates. Four to five under tree applications per year may be required. These applications will be made with citrus labeled materials. The selection of these materials and application rates will be provided to the Commission by the successful bidder. Spot herbicide application may be necessary to enable the extension between herbicide application days. These applications shall be recorded by time, applicator, quantity and treatment area. The second component of vegetation control is fertilizer use. Fertilizer application efficiency is an important factor in a successful grove management plan. Reducing fertilizer application rates in reset areas reduces weed pressure and does not waste fertilizer that is not necessary. Water use is the third component of a vegetation control plan. Lift pumps and drainage systems must be maintained to ensure proper and efficient drainage of the grove. Proper drainage reduces vegetative competition. Proper soil moisture serves as an effective management tool in vegetation control.

B. Mowing:

The successful bidder shall be required to mow. Mowing frequency is typically dictated by weather and grove conditions but is anticipated to be necessary eight times per year. Mowing shall maintain a turf height that prevents seeding of vegetative competition, allows safe travel and applications in the grove, enhances hog control, offers air circulation within the grove to allow for leaf drying, (Canker control), and affords heat release during freeze events for crop and tree protection. Mowing intervals shall allow for accessibility to the Commission for grove inspection.

C. Fertilization:

The successful bidder shall apply fertilizers as needed. The fertilization program includes three components. Dry bulk applications will be made at least 3 times annually. Fertilizer applications will be prescribed after leaf and soil samples are analyzed. Variable rate application technology may be used to ensure the appropriate amount for each individual tree. Prescribed rates are presented in the University of Florida's IFAS Extension publications and shall be used by the successful bidder.

Resets will be fertilized using time release material applied twice a year. These applications are typically made by hand to ensure proper placement and rate.

Liquid fertilizer provides a nutritional supplementation when needed. These applications are primarily used as a supplement to enhance the fertilization program.

D. Pest Control:

A strong pest control program shall include a field scouting effort to be conducted at least weekly. Pest identification and counts will dictate treatment and timing. Acceptable levels of pest control are attained through timely maintenance applications. Gallons per acre and calibrated ground speed will be adopted to suit applications. The most common ground application rate will be 125 gpa at 2.0 mph. The successful bidder shall conduct a pest control program and provide the Commission with the material and application rates to be utilized in the grove.

E. Canker Control:

The successful bidder shall ensure proper management of canker. Proper canker control begins with prevention and maintenance. All equipment entering and exiting the grove shall be inspected for debris. Any equipment entering the grove shall be decontaminated prior to entrance.

Existing canker hot spots will be documented for bell weather checks of progression. If there are areas of the grove that are uninfected, the successful bidder shall consider a protocol that requires application equipment to be decontaminated before entering that area.

Tree removal shall be considered if the grove is found to be relatively canker free. This practice is only relevant if the timely removal of isolated infections are likely to significantly slow down the spread of canker.

Copper sprays and leafminer control are important components of the canker management program. Consistent with IFAS recommendations, three applications at a 21 day interval should be sufficient for Valencias. Only labeled material at recommended rates shall be applied. The first of these applications will likely begin in mid April. As with any integrated spray program, canker sprays may often be tank mixed for other targets. According to IFAS, "Leafminer control on the first summer flush can reduce

disease pressure considerably." www.doacs.state.fl.us/pi/canker/ The successful bidder shall also try to control and anticipate the timing of leaf flushes for a more effective application.

F. Greening (HLB) Control:

The successful bidder shall ensure proper Greening control. Citrus Greening is the single most significant biological threat to the industry at this time. Tracking the presence and progression of Greening in the grove is important to treatment considerations. Reset stock shall be carefully inspected prior to planting to restrict potential introduction of inoculums. Asian citrus psyllid populations shall be suppressed through chemical, biological and cultural controls. Application methods may include LVA, Fixed Wing and Speed Spray. In accordance with IFAS recommendations, these applications shall be coordinated when feasible through the Citrus Health Management Area program. Psyllid management application will closely follow the prescribed program outlined by IFAS. Materials and modes of action shall be rotated for effective results and to avoid tolerance build up. The successful bidder shall submit a potential model for psyllid management to the Commission.

The maintenance of HLB shall also require an augmented spray program. The spray program for Greening shall include five spray applications coordinated through LVA and potential air applications. Research points to an enhanced foliar nutritional program as an effective means of dealing with Greening and the successful bidder's program shall continue to evolve with research.

G. Black Spot Control:

The successful bidder shall ensure proper Black Spot control. Management of Black Spot begins with only planting clean, certified nursery stock. Air flow will be increased in the grove through hedging practices where applicable. Leaf litter on the grove floor will be managed. Timely fungicide applications including copper and Strobilurins fungicides will be applied through air blast sprayers at 125 gpa. Where enhanced coverage is needed, 2510 gpa will be applied.

H. Hog Control:

The successful bidder shall control hogs. Hog control is managed through strategic placement of traps. Portable traps that can accommodate more than one hog may be deployed to problem areas. Trapped hogs shall be transported within the licensing restraints of the Department of Agriculture.

I. Pruning and Hedging:

The successful bidder shall ensure proper pruning and hedging is conducted. Pruning is accomplished primarily on resets. Limbs damaged through cold events shall be removed by hand to promote growth and reduce disease. Hedging will be evaluated annually based on growing conditions experienced and expected. An appropriate hedging program will be implemented with maintenance cuts that are frequent enough to avoid significant limb and leaf removal. Valencias can be hedged in the late fall with only minimum crop reduction when the hedging process removes only a small amount of vegetative growth.

Hedging equipment must be inspected at the gate as part of disease restrictions. Hedging blades shall be sharp to reduce tear and stress on trees. Psyllid counts need to be at control levels since hedging re-growth typically attracts and supports psyllid populations. 28

J. Incremental Tree Replacement over the period of the 15-year contract:

Tree replacement is a critical component of the grove management plan. Annual replanting rates will be calculated based on available vacancies in the grove. Non-productive trees shall be removed via clipping and stump treatment to make way for new resets. Resets shall be sourced from only certified disease free commercial nurseries. Valencias will remain the variety of replanting and rootstock selection will be consistent with IFAS recommendations for soil type and growing conditions.

A grove production plan must balance the need for maintaining current producing trees and the re-setting of future producing trees. The successful bidder shall anticipate 3% to 5% attrition and the replacement of those trees.

K. Phosphorous Source Controls Permit BMPs implementation documentation:

Any BMP implementation required by permit shall be part of the monthly reconciliation of recorded applications, observations and field tests.

These items include but are not limited to:

Nutrient Spill Prevention-Protocols require all chemicals to be securely stored on site. This site and the designated mixing area will be inspected regularly for security, and container integrity, transfer equipment condition and cleanliness. This inspection shall be recorded monthly in the field inspector's log and submitted to the Commission as part of the reporting requirements. Any spills shall be cleaned up immediately, reported and recorded including all circumstances relevant to the event. An evaluation of circumstances surrounding the spill shall be made to prevent future spills.

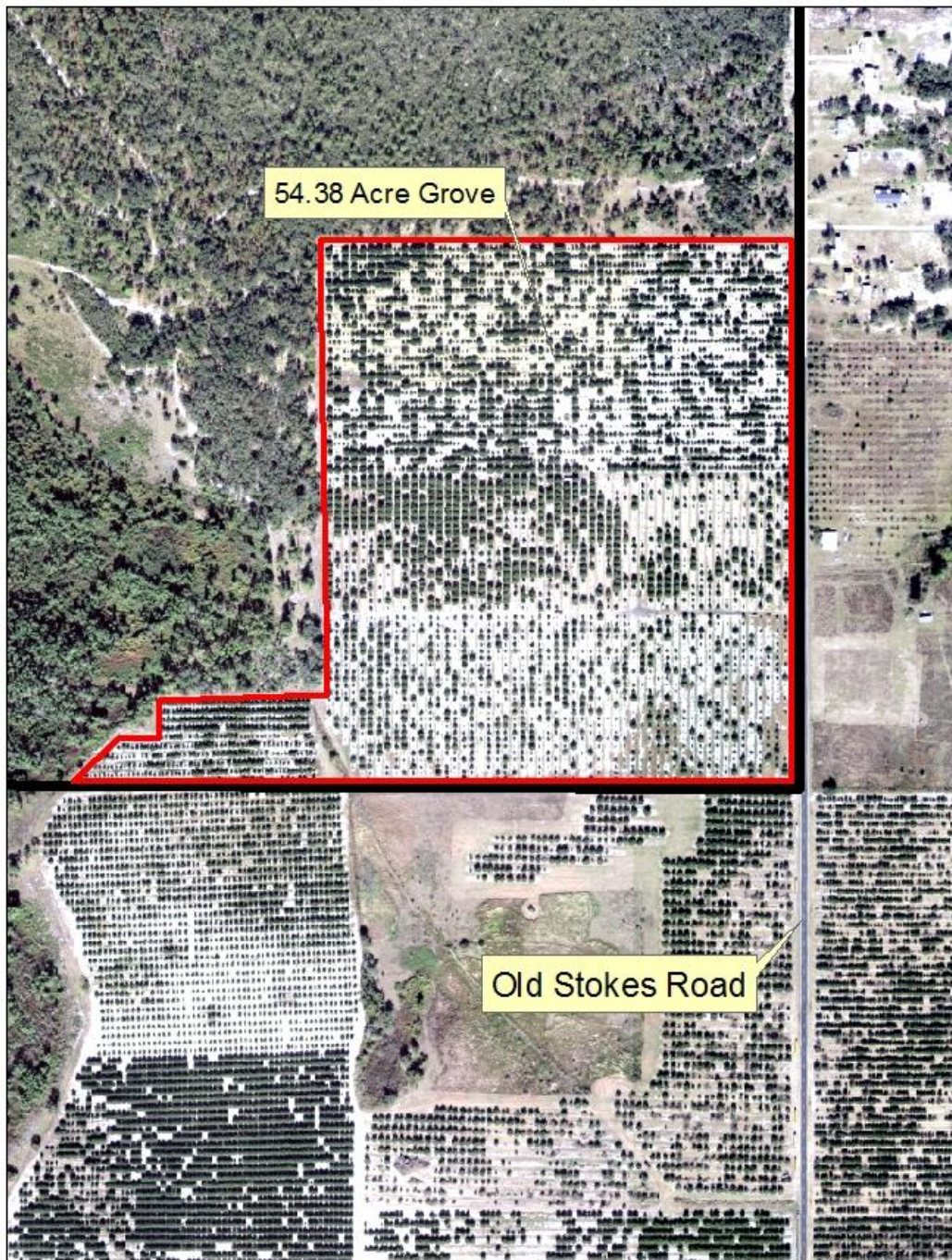
Plant Tissue Analysis-Efficient and appropriate application of nutrients requires plant tissue analysis. Prior to bulk fertilizer applications, leaf analysis shall be made to avoid an excessive application of phosphorus. Records pertaining to this testing shall include areas tested, test results, recommendations and actual phosphorus application rates.

Soil Testing-Soil test samples shall be collected by the grove manager. Test results shall be reviewed prior to nutrient application. This testing and documentation process helps avoid excessive nutrient applications. Recorded information shall include areas tested, crops grown, test results, nutrient application recommendations and nutrient application rates.

Split Nutrient Application-Target efficiency of nutrients may include split nutrition applications based on weather, growing conditions and tree vigor. This practice shall be documented in the fertilizer program log. This reporting includes the timing of split applications, the areas and the explanation of any applications that are not split.

Particulate Matter and Sediment Controls shall include Level Fields, Ditch Bank Berms, Canal Cleaning Program, Aquatic Weed Control and Canal Bank Vegetation. Regular observations and field applications for these maintenance items will be documented by the grove manager and reported to the Commission.

Crooked Lake WEA



Old Stokes Road



0 0.05 0.1 0.2 Miles



Crooked Lake WEA

