

Governing Board Meeting

Agenda and Meeting Information

April 23, 2024

9:00 a.m.

7601 US-301 • Tampa, Florida
(813) 985-7481 • 1-800-423-1476

Southwest Florida
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



2379 Broad Street, Brooksville, Florida 34604
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

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The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

Final Agenda GOVERNING BOARD MEETING

APRIL 23, 2024
9:00 AM

7601 US 301 North, Tampa, FL 33637
(813) 985-7481

All meetings are open to the public

MEETING NOTICE

- › Viewing of the Board meeting will be available through the District's website at www.WaterMatters.org.
- › Public input will be taken only at the meeting location.
- › Public input for issues not listed on the published agenda will be heard shortly after the meeting begins.

Pursuant to Section 373.079(7), Florida Statutes, all or part of this meeting may be conducted by means of communications media technology in order to permit maximum participation of Governing Board members.

The Governing Board may take official action at this meeting on any item appearing on this agenda and on any item that is added to this agenda as a result of a change to the agenda approved by the presiding officer of the meeting pursuant to Section 120.525, Florida Statutes.

The order of items appearing on the agenda is subject to change during the meeting and is at the discretion of the presiding officer.

Public Comment will be taken after each presentation and before any Governing Board action(s) except for Governing Board hearings that involve the issuance of final orders based on recommended Orders received from the Florida Division of Administrative Hearings.

Unless specifically stated, scheduled items will not be heard at a time certain.

The current Governing Board agenda and minutes of previous meetings are available at WaterMatters.org.

Bartow Office
170 Century Boulevard
Bartow, Florida 33830
(863) 534-1448 or 1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240
(941) 377-3722 or 1-800-320-3503 (FL only)

Tampa Office
7601 Hwy 301 N
Tampa, Florida 33637
(813) 985-7481 or 1-800-836-0797 (FL only)

1. CONVENE PUBLIC MEETING

- 1.1 Call to Order
- 1.2 Invocation and Pledge of Allegiance
- 1.3 Employee Recognition
- 1.4 Additions/Deletions to Agenda
- 1.5 Public Input for Issues Not Listed on the Published Agenda

2. CONSENT AGENDA

- 2.1 **Resource Management Committee:** Recommend FY2025 Springs Projects for FDEP Funding Consideration
- 2.2 **Resource Management Committee:** FARMS – Midway Farms, LLC Phase 2 (H822), Polk County
- 2.3 **Operations, Lands and Resource Monitoring Committee:** Residential Security Lease for Flying Eagle Nature Center - SWF Parcel No. 19-334-153X
- 2.4 **Operations, Lands and Resource Monitoring Committee:** Management Agreement with Hillsborough County - Edward Medard Park and Reservoir - SWF Parcel No. 11-100-126X
- 2.5 **General Counsel's Report:** Approval of Memorandum of Agreement with Sarasota County for Regional Offsite Mitigation Areas and Release of Conservation Easement for ERP No. 43027077.026 – Fox Creek ROMA Phase 2 – Sarasota
- 2.6 **General Counsel's Report:** Authorization to Issue Administrative Complaint and Order – Environmental Resource Permitting: Unauthorized Activities – Lindiakos Properties, Inc. – CT No. 417472 – Pinellas
- 2.7 **General Counsel's Report:** Approval of Consent Order between SWFWMD and LFMSMITB LCC – Environmental Resource Permitting: Permit Condition Violations – CT No. 422916 – Hernando
- 2.8 **General Counsel's Report:** Approval of Partial Policy Release for Old Republic Title Insurance Claim 377291 – Deer Prairie Creek Preserve – Sarasota County
- 2.9 **Executive Director's Report:** Approve Governing Board Minutes – March 15 and March 26, 2024

3. FINANCE/OUTREACH AND PLANNING COMMITTEE

- 3.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Investment Strategy Quarterly Update
- 3.3 **Discussion:** Action Item: Fiscal Year 2022-23 Annual Comprehensive Financial Report
- 3.4 **Discussion:** Information Item: Knowledge Management: Conduct of Board Meetings Policy
- 3.5 **Submit & File:** Information Item: Budget Transfer Report
- 3.6 **Submit & File:** Information Item: Office of Inspector General Quarterly Update January 1 to March 31, 2024

4. RESOURCE MANAGEMENT COMMITTEE

4.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion

4.2 **Discussion:** Action Item: Fiscal Year 2025 Cooperative Funding Initiative Update

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

5.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion

5.2 **Discussion:** Information Item: Hydrologic Conditions Report

5.3 **Discussion:** Action Item: Offer for Surplus Lands – Annutteliga Hammock (AH-2), SWF Parcel No. 15-228-1343S

6. REGULATION COMMITTEE

6.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion

6.2 **Discussion:** Action Item: Denials Referred to the Governing Board

7. GENERAL COUNSEL'S REPORT

7.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion

7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions

8. COMMITTEE/LIAISON REPORTS

8.1 **Discussion:** Information Item: Agricultural and Green Industry Advisory Committee

9. EXECUTIVE DIRECTOR'S REPORT

9.1 **Discussion:** Information Item: Executive Director's Report

10. CHAIR'S REPORT

10.1 **Discussion:** Information Item: Chair's Report

10.2 **Discussion:** Information Item: Employee Milestones

ADJOURNMENT



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Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

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Tampa Office
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Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved January 11, 2024

- Ed Armstrong**
Chair, Pinellas
- Michelle Williamson**
Vice Chair, Hillsborough
- John Mitten**
Secretary, Hernando, Marion
- Jack Bispham**
Treasurer, Manatee
- Kelly S. Rice**
Former Chair, Citrus, Lake, Levy, Sumter
- Joel Schleicher**
Former Chair, Charlotte, Sarasota
- Ashley Bell Barnett**
Polk
- John Hall**
Polk
- James Holton**
Pinellas
- Dustin Rowland**
Pasco
- Robert Stern**
Hillsborough
- Nancy Watkins**
Hillsborough, Pinellas
- Brian J. Armstrong, P.G.**
Executive Director

OFFICERS	
Chair	Ed Armstrong
Vice Chair	Michelle Williamson
Secretary	John Mitten
Treasurer	Jack Bispham

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair John Hall

RESOURCE MANAGEMENT COMMITTEE
Chair Ashley Bell Barnett

REGULATION COMMITTEE
Chair Dustin Rowland

FINANCE/OUTREACH AND PLANNING COMMITTEE
Chair Jack Bispham*

*All Governing Board members are a member of each committee.
* Board policy requires the Governing Board Treasurer to chair the Finance/Outreach and Planning Committee.*

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Dustin Rowland
Environmental Advisory Committee	John Mitten
Industrial Advisory Committee	James Holton
Public Supply Advisory Committee	Robert Stern
OTHER LIAISONS	
Central Florida Water Initiative	Ashley Bell Barnett
Springs Coast Steering Committee	Kelly Rice
Coastal & Heartland National Estuary Partnership Policy Committee	John Hall
Sarasota Bay Estuary Program Policy Board	Joel Schleicher
Tampa Bay Estuary Program Policy Board	James Holton
Tampa Bay Regional Planning Council	Vacant

Southwest Florida Water Management District Schedule of Meetings Fiscal Year 2024

Governing Board Meeting

October 24, 2023 – 9:00 a.m., Tampa Office
November 14, 2023 – 9:00 a.m., Tampa Office
December 12, 2023 – 9:00 a.m., Tampa Office
January 23, 2024 – 9:00 a.m., Tampa Office
February 27, 2024 – 9:00 a.m., Tampa Office
March 26, 2024 – 9:00 a.m., Tampa Office
April 23, 2024 – 9:00 a.m., Tampa Office
May 21, 2024 – 9:00 a.m., Brooksville Office
June 25, 2024 – 9:00 a.m., Brooksville Office
July 23, 2024 – 9:00 a.m., Tampa Office
August 27, 2024 – 9:00 a.m., Brooksville Office
September 24, 2024 – 3:00 p.m., Tampa Office

Governing Board Tour

March 15, 2024 – 9:00 a.m., The Villages

Governing Board Workshop

November 14, 2023 – 9:30 a.m., Tampa Office

Governing Board Budget Hearing – 5:01 p.m., Tampa Office

2024 – September 10 & 24

Agricultural & Green Industry Advisory Committee – 10:00 a.m.

2023 – December 5

2024 – March 12 (meeting replaced with March 8 field trip), June 11, September 10

Environmental Advisory Committee – 10:00 a.m.

2023 – October 10

2024 – January 9, April 9, July 9

Industrial Advisory Committee – 10:00 a.m.

2023 – November 7

2024 – February 13, May 7 (meeting replaced with May 10 field trip), August 6

Public Supply Advisory Committee – 1:00 p.m.

2023 – November 7

2024 – February 13, May 7 (meeting replaced with May 10 field trip), August 6

Springs Coast Management Committee – 1:30 p.m.

2023 – October 25, December 6

2024 – January 10 (meeting replaced with field trip), February 21, May 22, July 10

Springs Coast Steering Committee – 2:00 p.m.

2023 – November 8

2024 – January 24, March 6, July 24

Meeting Locations

Brooksville Office – 2379 Broad St., Brooksville, FL 34604

Tampa Office – 7601 US Highway 301 North, Tampa, FL 33637

Governing Board Meeting

April 23, 2024

1. CONVENE PUBLIC MEETING

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CONVENE PUBLIC MEETING

April 23, 2024

Call to Order

The Board Chair calls the meeting to order. The Board Secretary confirms that a quorum is present. The Board Chair then opens the public meeting. Anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should fill out and submit a speaker's card. Comments will be limited to three minutes per speaker, and, when appropriate, exceptions to the three-minute limit may be granted by the Chair. Several individuals wishing to speak on the same issue/topic should designate a spokesperson.

Presenter:

Ed Armstrong, Chair

CONVENE PUBLIC MEETING

April 23, 2024

Invocation and Pledge of Allegiance

An invocation is offered. The Board Chair conducts the Pledge of Allegiance to the Flag of the United States of America.

Presenter:

Ed Armstrong, Chair

CONVENE PUBLIC MEETING

April 23, 2024

Employee Recognition

Staff that have reached 20 or more years of service at the District will be recognized.

Staff Recommendation:

- Robin Bailey
- Andy Frazier
- Frank Gargano

Presenter:

Ed Armstrong, Chair

CONVENE PUBLIC MEETING

April 23, 2024

Additions/Deletions to Agenda

According to Section 120.525(2), Florida Statutes, additions to the published agenda will only be made for "good cause" as determined by the "person designated to preside." Based upon that authority, the Chair has determined that good cause exists to make certain changes to the agenda. These changes are being made in order to permit the Governing Board to efficiently accomplish necessary public business at this meeting and to reflect the items on the agenda that have been requested or suggested to be deleted, revised, supplemented or postponed.

ADDITIONS: The items that have been added to the agenda were received by the District after publication of the regular agenda. The Board was provided with the information filed and the District staff's analyses of these matters. Staff has determined that action must be taken on these items prior to the next Board meeting. Therefore, it is the District staff's recommendation that good cause has been demonstrated and should be considered during the Governing Board's meeting.

Staff Recommendation:

Approve the recommended additions and deletions to the published agenda if necessary.

Presenter:

Brian J. Armstrong, P.G., Executive Director

CONVENE PUBLIC MEETING

April 23, 2024

Public Input for Issues Not Listed on the Published Agenda

At this time, the Board will hear public input for issues not listed on the published agenda.

Presenter:

Ed Armstrong, Chair

Governing Board Meeting

April 23, 2024

2. CONSENT AGENDA

All matters listed under the Consent Agenda are considered routine and action will be taken by one motion, second of the motion and approval by the Board. If discussion is requested by a Board member, that item(s) will be deleted from the Consent Agenda and moved to the appropriate Committee or Report for consideration.

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2.2	Resource Management Committee: FARMS – Midway Farms, LLC Phase 2 (H822), Polk County	15
2.3	Operations, Lands and Resource Monitoring Committee: Residential Security Lease for Flying Eagle Nature Center - SWF Parcel No. 19-334-153X.....	18
2.4	Operations, Lands and Resource Monitoring Committee: Management Agreement with Hillsborough County - Edward Medard Park and Reservoir - SWF Parcel No. 11-100-126X	34
2.5	General Counsel's Report: Approval of Memorandum of Agreement with Sarasota County for Regional Offsite Mitigation Areas and Release of Conservation Easement for ERP No. 43027077.026 – Fox Creek ROMA Phase 2 – Sarasota	45
2.6	General Counsel's Report: Authorization to Issue Administrative Complaint and Order – Environmental Resource Permitting: Unauthorized Activities – Lindiakos Properties, Inc. – CT No. 417472 – Pinellas	77
2.7	General Counsel's Report: Approval of Consent Order between SWFWMD and LFMSMITB LCC – Environmental Resource Permitting: Permit Condition Violations – CT No. 422916 – Hernando	79
2.8	General Counsel's Report: Approval of Partial Policy Release for Old Republic Title Insurance Claim 377291 – Deer Prairie Creek Preserve – Sarasota County.....	88
2.9	Executive Director's Report: Approve Governing Board Minutes – March 15 and March 26, 2024.....	90

CONSENT AGENDA

April 23, 2024

Resource Management Committee: Recommend FY2025 Springs Projects for FDEP Funding Consideration

Purpose

The purpose of this item is to approve a list of two projects that provide water resource improvements to Outstanding Florida Springs (OFS) within the Southwest Florida Water Management District (District). Pending Board approval, the list will be forwarded to the Florida Department of Environmental Protection (FDEP) in May 2024 for further review and State funding consideration.

Background/History

In 2016, the Florida Legislature adopted Senate Bill 552, a comprehensive water bill that addressed statewide water supply and water quality issues, including springs restoration. The Florida Springs and Aquifer Protection Act, created out of Senate Bill 552, focuses on protecting and enhancing Florida's springs. The Legacy Florida Act, signed in 2016, provides legislative funding at an annual level of \$50 million for the protection and restoration of Outstanding Florida Springs (OFS).

The FDEP requested that water management districts evaluate and submit projects for FY2025 State funding consideration. The District's Springs Coast Steering Committee (SCSC) provides a lead role in soliciting and reviewing springs projects that will be forwarded to the FDEP for funding consideration. The SCSC directed its Management Committee to evaluate and rank projects and the Management Committee met two times to complete the review of projects and finalized the evaluation process based on SCSC guidance. At their March 6, 2024 meeting, the SCSC approved forwarding two projects to the FDEP for further review and State funding consideration, subject to the approval by the District's Governing Board. Attached are two Exhibits, the FY2025 Springs Funding Final Evaluations approved by the SCSC and Table 1 which includes the two projects recommended by the SCSC.

Staff Recommendation:

Approve the list of two springs projects for submittal to the Florida Department of Environmental Protection.

Presenter:

Vivianna Bendixson, Manager, Natural Systems & Restoration Bureau

FDEP Springs Funding FY2025 Final Evaluations March 6, 2024

**My Home.
My Springs.**

Southwest Florida
Water Management District

#MySprings

FY2025 FDEP Springs Funding Preliminary Evaluations

Unit Number	Applicant	Project	Nitrogen Reduction (lbs/yr)	FDEP Request	WMD Request	Local Match	Other Funding	Total
APP01	Hernando County Utilities Department	Septic to Sewer District A Phase 2	2,863	\$ 800,000	\$ -	\$ -	\$ -	\$ 800,000
APP02	Hernando County Utilities Department	Hernando County Private Package Plant Connections	1,100	\$ 5,000,000	\$ -	\$ -	\$ -	\$ 5,000,000
Application Count:		2	4,178	\$ 5,800,000	\$ -	\$ -	\$ -	\$ 5,800,000

Project No.	APP01		Hernando County Septic to Sewer District A Phase 2		FY2025
Hernando County					
Project Type:	Wastewater Collection & Treatment		Multiyear Contract:	No	
DESCRIPTION					
Description:	Preliminary design (30%) and third-party review for construction a regional wastewater collection system to provide central sewer service to approximately 316 existing residential homes and 44 vacant lots in the Weeki Wachee Priority Focus Area. Additional funding for completion of design and construction to follow in future funding cycles for a total project cost of \$15,800,000. The project benefit will reduce TN loading by 2,863 lbs/year with a further reduction of 3,036 lbs TN/year when the receiving Facility, Glen Subregional WRF (FLA012069), achieves AWT, which is required by January 1, 2026 but may be achieved as early as the fourth quarter of 2024.				
Costs:	Total project cost: \$15,800,000 (Design, permitting & construction) Applicant share: \$2,250,000 DEP share: \$11,300,000 with \$800,000 requested for FY25 and \$10,500,000 to be requested in future years. Other share: \$0 District share: \$2,250,000 to be requested via District CFI funding in future.				
PROJECT INFORMATION					
Spring Information:		Benefitting spring: Weeki Wachee			
	High	Yes Benefitting spring is an OFS? Yes Project located within the BMAP? Yes Project located within the PFA? The spring is approximately 1 miles from the project location.			
Project Benefit:	High	The benefit of this project will be the reduction of pollutant loads by an estimated 2,863 lbs/yr TN.			
Cost Effectiveness:	Medium	The estimated cost for this project is \$ 184/TN.			
Related Strategies:	High	Yes Project is listed in the BMAP list of projects or is anticipated to be listed in the BMAP in the next update? Yes Benefitting spring has an MFL? Yes Project is part of a specific water quality or water quantity improvement plan? <i>Notes: Project is listed in the BMAP list of projects (HC-05).</i>			
Local Match:	Medium	Percent match is: Up to 25% <i>Notes: The project includes a local match in the amount of \$2,250,000, which is 14% of the total project cost.</i>			
Project Readiness:	Medium	Design is ongoing or will start before Dec 31 of the fiscal year funding is being requested <i>Notes: The project is expected to begin in 2024 and end in 2026.</i>			
OVERALL RANKING					
	High				
FUNDING					
Funding Source	Prior	FY2025	Future	Total	
FDEP	\$ -	\$ 800,000	\$ 10,500,000	\$ 11,300,000	
District	\$ -	\$ -	\$ 2,250,000	\$ 2,250,000	
Hernando County	\$ -	\$ -	\$ 2,250,000	\$ 2,250,000	
Total	\$ -	\$ 800,000	\$ 15,000,000	\$ 15,800,000	

Project No.	APP02		Hernando County Private Package Plant Connections		FY2025
Hernando County					
Project Type:	Wastewater Collection & Treatment		Multiyear Contract:	No	
DESCRIPTION					
Description:	The project will connect the Weeki Wachee North Mobile Home Park (FLA012038) and Frontier Mobile Home Park (FLA012054) sewer discharges to the Glen Subregional WRF (FLA012069) and the Topics RV Resort (FLA012065) discharges to the Hernando County Airport WRF (FLA017223). The Glen Facility provides secondary treatment with plans to upgrade to AWT by no later than 2026 and produces and discharges to beneficial reuse. The Airport Facility is currently meeting AWT standards with discharge to Rapid Infiltration Basins.				
Costs:	Total project cost: \$8,750,002 (Design, permitting & construction) Applicant share: \$0 DEP share: \$5,000,000 all in FY25 Other share: \$0 District share: \$0				
PROJECT INFORMATION					
Spring Information:		Benefitting spring: Weeki Wachee			
	High	Yes Benefitting spring is an OFS? Yes Project located within the BMAP? Yes Project located within the PFA? The spring is approximately <u>~7</u> miles from the project locations.			
Project Benefit:	High	The benefit of this project will be the reduction of pollutant loads by an estimated 1100 lbs/yr TN.			
Cost Effectiveness:	Medium	The estimated cost for this project is \$265/TN.			
Related Strategies:	High	Yes Project is listed in the BMAP list of projects or is anticipated to be listed in the BMAP in the next update? Yes Benefitting spring has an MFL? Yes Project is part of a specific water quality or water quantity improvement plan? Notes: BMAP project number: HC-01			
Local Match:	Medium	Percent match is: Up to 25% Notes: The project includes a local match in the amount of \$317,032, which is 4% of the total project cost.			
Project Readiness:	Medium	Design is ongoing or will start before Dec 31 of the fiscal year funding is being requested Notes: The project is expected to begin in 2024 and end in 2027.			
OVERALL RANKING					
	Medium				
FUNDING					
Funding Source	Prior	FY2025	Future	Total	
FDEP	\$ 3,432,970	\$ 5,000,000	\$ -	\$ 8,432,970	
Hernando County	\$ 317,032	\$ -	\$ -	\$ 317,032	
Total	\$ 3,750,002	\$ 5,000,000	\$ -	\$ 8,750,002	

NWFWMD FY 2020-2021 Springs Restoration Projects
 (Approved by Governing Board April 23, 2020)

I. Contact Information			II. Spring Information			III. Project Information				IV. Water Quality				V. Water Quantity				VI. Project Time and Cost				VII. Other																	
#	Lead Water Management District Name	WMD Project Manager Name, Phone and Email	Local Government	Local Government Contact Name, Phone and Email	Spring Name	Does the Spring have an Impairment?	If Spring does have a BMAP, list the BMAP Name.	Does the Spring have an MLI, and, if so, is it in recovery or prevention?	Project Name	County	Project Location - Latitude of project	Project Location - Longitude of project	Project Type	Project description	Is the Project Listed in a BMAP (or Annual Update)?	If Project is in BMAP, list the BMAP Project Number and Name	Is the Project Listed in a Recovery/Prevention Strategy or Identified in a Regional Water Supply Plan as Benefiting an MLI?	If the Project is in a Regional Water Supply Plan, list the project Number and Name	Does this Project Have Water Quality Benefits?	N. Reduced (lb/yr)	Number of Septic Tanks to be eliminated with this project (Septic to Sewer)	Number of Potential Septic Tank Abandonments that this project will allow for in the future	Does this Project Have Water Quantity Benefits?	Quantity of Water Made Available (MGD)	Acres to be Acquired	State Funding Requested	Local Contribution	WMD Contribution	Third Party Contribution	Anticipated Start Date	Anticipated End Date	Estimated Design Completion %	Has Permitting been completed?	Is this a multi-year project?	Additional Information				
1	SWFWM2	Devon Wilson 252-365-9394 devon.wilson@watermanagement.org	Hernando County	Ron Patel 352-548-4733 rpate@hcn.hernando.fl.us	Weeki Wachee	BMAP or MAP	Weeki Wachee Springs	MFL - Meeting	Hernando County Septic to Sewer District A Phase 2	Hernando	28.517037	-82.558764	Wastewater Collection & Treatment	Preliminary design (30%) and third-party review for construction of a regional wastewater collection system to provide central sewer service to approximately 295 existing residential homes in the Weeki Wachee Priority Focus Area. Additional funding for completion of design and construction to follow in future funding cycles for a total project cost of \$13,800,000. The project benefit will reduce TN loading by 2,863 lbs/year with a further reduction of 1,036 lbs TN/year when the receiving facility, Glen Subaqueous (FLAD2200), achieves AWT, which is required by January 1, 2026 but may be achieved as early as the fourth quarter of 2024.	Yes	HC-05	No	-	Yes	2,863	295	-	No	0	0	\$	800,000	\$	-	-	-	-	10/30/2024	1/31/2026	5%	No	No	Ranking: High Previous project phases were selected for funding by FDEP. Current fiscal year request is for design and permitting. Additional funds are anticipated to be requested in future years.	
2	SWFWM2	Devon Wilson 252-365-9394 devon.wilson@watermanagement.org	Hernando County	Ron Patel 352-548-4733 rpate@hcn.hernando.fl.us	Weeki Wachee	BMAP or MAP	Weeki Wachee Springs	MFL - Meeting	Hernando County Private Package Plant Connections	Hernando	28.549517	-82.474923	Wastewater Collection & Treatment	The project will connect the Weeki Wachee North Mobile Home Park (FLAD22001) and Frontier Mobile Home Park (FLAD22054) sewer discharges to the Glen Subaqueous WWP (FLAD22000) and the Topps RV Resort (FLAD22065) discharges to the Hernando County Airport WWP (FLAD22223). The Glen Facility provides secondary treatment with plants to upgrade to AWT by no later than 2026 and produces and discharges to beneficial reuse. The airport facility is currently meeting AWT standards with discharge to rapid infiltration basins.	Yes	HC-05	No	-	Yes	1,100	-	-	No	0	0	\$	5,000,000	\$	-	-	-	-	-	1/1/2024	12/31/2027	95%	No	No	Ranking: Medium This project has received previous FDEP spring funding (P272117) and is requesting for funding due to cost increases.

I. TOTAL PROJECT COST

#	DEP/State Funding Amount	Local Contribution Amount	WMD Contribution Amount	Third Party Contribution Amount	TOTAL Project Cost
1					\$ -
2					
3					\$ -
					\$ -

II. Year 1 - Project Funding Breakout

	DEP/State Funding Amount	Local Contribution Amount	WMD Contribution Amount	Third Party Contribution Amount	TOTAL Year 1 Funding
1					\$ -
2					
					\$ -
					\$ -

II. Year 2 - Project Funding Breakout

	DEP/State Funding Amount	Local Contribution Amount	WMD Contribution Amount	Third Party Contribution Amount	TOTAL Year 2 Funding
1					\$ -
2					
					\$ -
					\$ -

III. Year 3 - Project Funding Breakout

	DEP/State Funding Amount	Local Contribution Amount	WMD Contribution Amount	Third Party Contribution Amount	TOTAL Year 3 Funding
1					\$ -
2					
					\$ -
					\$ -

III. Year 4 - Project Funding Breakout

	DEP/State Funding Amount	Local Contribution Amount	WMD Contribution Amount	Third Party Contribution Amount	TOTAL Year 4 Funding
1					\$ -
2					
					\$ -
					\$ -

III. Year 5 - Project Funding Breakout

	DEP/State Funding Amount	Local Contribution Amount	WMD Contribution Amount	Third Party Contribution Amount	TOTAL Year 5 Funding
1					\$ -
2					
					\$ -
					\$ -

CONSENT AGENDA

April 23, 2024

Resource Management Committee: FARMS – Midway Farms, LLC Phase 2 (H822), Polk County

Purpose

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Midway Farms, LLC, and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$121,810 (75 percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$162,414.

Project Proposal

The District received a project proposal from Midway Farms, LLC for their property totaling 450 acres of strawberries and melons located 7 miles southwest of Frostproof in southern Polk County, within the Central Florida Water Initiative, and the Southern Water Use Caution Area. This project will involve the use of a 2-acre reservoir to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used for the irrigation of 71.5 acres of strawberries and melons. This portion of the property is permitted to use an annual average daily quantity of 278,580 gallons per day (gpd) for supplemental irrigation. The Water Use Permit (WUP) for the entire property authorizes the use of 1,373,000 gpd. FARMS project components consist of one surface water pump station, mainline piping and valves necessary to tie into the existing irrigation system, pump automation, fertigation, and soil moisture monitoring system.

In July 2023, the Governing Board approved a Phase 1 FARMS project with Midway Farms, Inc. to install two surface water pump stations, pump automation, a weather station, soil moisture sensors, mainline pipe and valves, and a fertigation system to tie a 4-acre reservoir to a 203-acre section of the property. Construction was completed on the Phase 1 project in March 2024 and is estimated to reduce groundwater use by 100,000 gpd and nitrogen use by 457 pounds per year. The project is operational, however performance data is not yet available.

Benefits/Costs

The proposed project involves water quantity and water quality best management practices for daily irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. The project is expected to reduce groundwater use by approximately three percent or 40,000 gpd used for bed preparation, crop establishment, and daily irrigation, and expected to reduce 161 pounds of nitrogen per year. The conservation components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the 40,000 gpd groundwater offset and a reduction of 161 pounds per year of nitrogen and a proposed five-year contract term, the cost per thousand gallons of water saved is \$2.42 and the cost per pound of nitrogen reduced is \$20.38 (based on the fertigation components). These values are within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of alternative water supplies, improved irrigation techniques, and nutrient reduction BMPs for row crop operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the project presented at this meeting, the Governing Board will have \$3,336,489 remaining in its FARMS Program budget.

Staff Recommendation:

1. Approve the Midway Farms, LLC Phase 2 project for a not-to-exceed project reimbursement of \$121,810 provided by the Governing Board;
2. Authorize the transfer of \$121,810 from fund 010 H017 Governing Board FARMS Fund to the H822 Midway Farms, LLC Phase 2 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

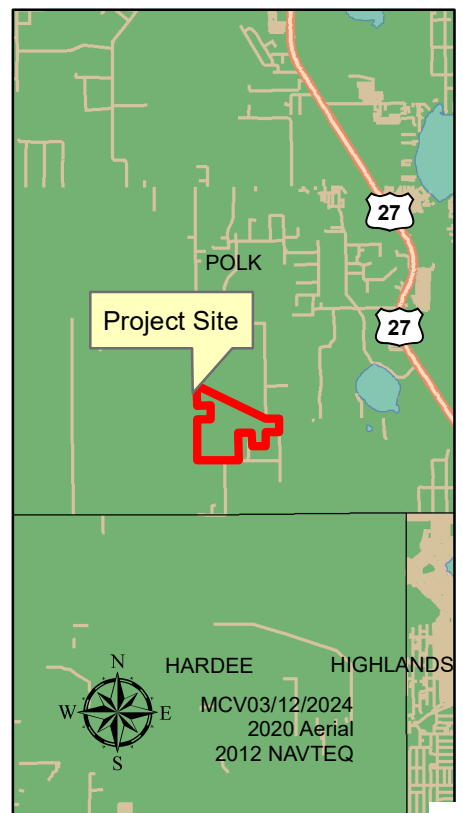
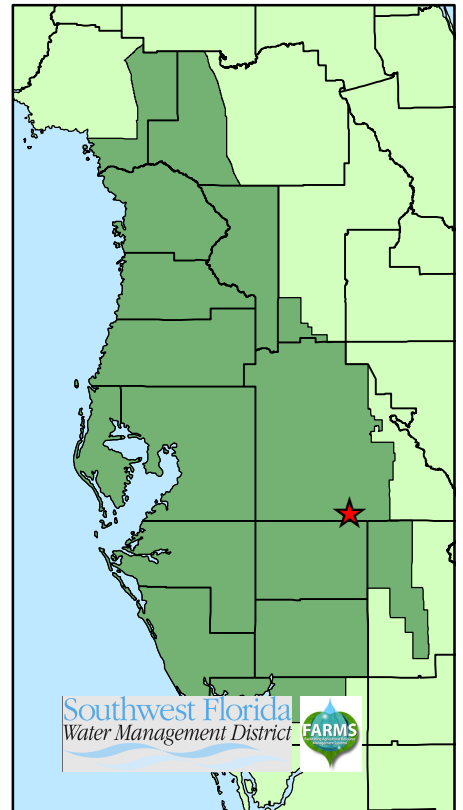
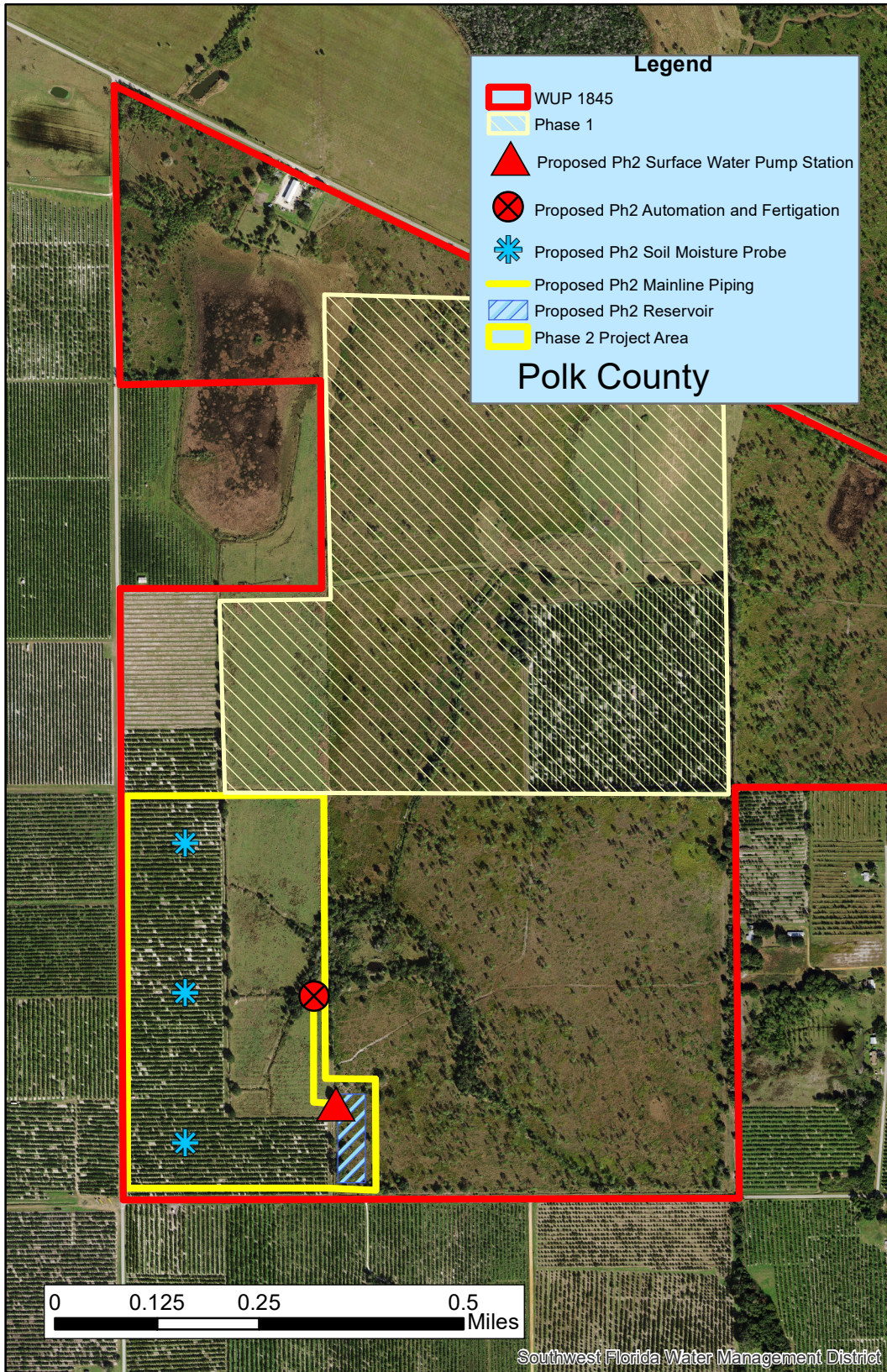
Presenter:

Carole Estes, P.G., FARMS Program Manager, Water Resources Bureau

Location Map

FARMS Project H822

Midway Farms, LLC - Phase 2



CONSENT AGENDA

April 23, 2024

Operations, Lands and Resource Monitoring Committee: Residential Security Lease for Flying Eagle Nature Center - SWF Parcel No. 19-334-153X

Purpose

Approve and execute a three-year lease agreement (Lease) for the resident security site at Flying Eagle – Nature Center with Garrett Jacobs (Officer Jacobs), a sworn law enforcement officer with the Florida Fish and Wildlife Conservation Commission. Officer Jacobs will continue to provide the District with a security presence and patrol hours for Flying Eagle, Lake Panasoffkee, and Potts Preserves in exchange for use of the site. A copy of the Lease, location map, and site map are included as Exhibits 1, 2, and 3, respectively.

Background/History

The District is responsible for resource protection on approximately 265,000 acres of conservation land. The Governing Board’s Land Use and Management Policy directs staff to utilize multiple approaches in the protection of District conservation lands, and one approach is to provide a security presence on District conservation lands through leases with security officers.

The District partners with the Florida Fish and Wildlife Conservation Commission through an enhanced patrol agreement, as well as providing three existing housing opportunities for sworn law enforcement officers. The existing housing sites include a residence at the Green Swamp – West Tract, a residence at Green Swamp – Hampton Tract, and a residence at Lake Hancock. These residences were acquired as part of past land transactions and as an efficiency measure are utilized as residences for law enforcement officers in exchange for security services. The officers receive permission from their respective agencies to provide the District with an average of 30 hours per month of off-duty security services in exchange for the lease of a residence.

In 2023 District staff identified the need for additional security presence at Flying Eagle and created a security site which would allow an Officer to place a privately-owned travel trailer onsite to reside in. The District entered into a license agreement with Officer Jacobs on May 24, 2023, and he has been successfully providing these services through the current date. Since Officer Jacobs is using his own trailer, he is required to patrol an average of 15 hours monthly, as opposed to the 30 hours required of the other officers residing in District-owned residential structures. Land Resources staff have determined based on the persistent need for a Law Enforcement presence at Flying Eagle, Lake Panasoffkee, and Potts Preserves, and the positive influence Officer Jacobs has had on his patrol areas, that a lease agreement is more appropriate and necessary moving forward.

Benefits/Costs

Having live-on officers serves as a cost-efficiency to prevent vandalism and as a safety efficiency to enforce District rules and deter and report criminal activity. Officer Jacobs is highly recommended by his supervisor, and he has been an asset for reporting fence cuts and vandalism, answering calls for service, and ensuring the safety of the campgrounds. Electrical service which provides power to an existing well and to the officer’s travel trailer is paid at the District’s expense and is maintained by Officer Jacobs.

Staff Recommendation:

- Approve the Resident Security Lease between the Southwest Florida Water Management District and Officer Jacob for the Flying Eagle Preserve; and
- Authorize the Governing Board Chair to execute the Lease on behalf of the District.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

**LEASE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
GARRETT JACOBS**

This Lease Agreement (Agreement) is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (DISTRICT), and GARRETT JACOBS, a certified law enforcement officer and employee of the Florida Fish and Wildlife Conservation Commission, (OFFICER), individually referred to as a "Party" and collectively "Parties".

WITNESSETH:

WHEREAS, the DISTRICT owns certain lands located in Citrus County, Florida as depicted in Exhibit "A" attached hereto and hereinafter referred to as "District Lands"; and

WHEREAS, District Lands have a site appropriate for placement of a travel trailer depicted in Exhibit "B" attached hereto and hereinafter referred to as the "Site," and desires an off-duty, certified law enforcement officer to live on the Site to provide security and patrol District Lands; and

WHEREAS, the OFFICER currently lives in his privately-owned travel trailer on the Site under a License Agreement with the District and;

WHEREAS, the License Agreement will expire on May 23, 2024 and;

WHEREAS, the DISTRICT and the OFFICER desire to enter into a Lease Agreement as provided herein and;

WHEREAS, the OFFICER, through employment with a state, county, or municipal law enforcement agency, has the authority to enforce violations of state, county, municipal or wildlife laws; and;

WHEREAS, the OFFICER agrees to live on the Site to provide security and patrol District Lands in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the DISTRICT and the OFFICER, in consideration of the mutual terms, covenants and conditions set forth herein, hereby agree as follows:

1. **INDEPENDENT CONTRACTOR**. The OFFICER will provide security services pursuant to this Agreement as an independent contractor and not as an employee, representative, or agent of the DISTRICT.
2. **PROJECT MANAGER AND NOTICES**. The DISTRICT hereby designates the employee set forth below as its Project Manager. The Project Manager is the District's primary contact person and will coordinate with the OFFICER during the term of this Agreement. Notices and reports will be sent to the attention of the Project Manager and the OFFICER by hand delivery, or sent by U.S. mail, postage paid, or by nationally recognized overnight courier to the parties' addresses set forth below. Notice is effective upon receipt.

3.

Project Manager for the DISTRICT: Chad Hughes, Senior Land Use Specialist
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

OFFICER: Garrett Jacobs
Post Office Box 582
Inverness, Florida 34451

4. **INITIAL TERM.** The initial term of this Agreement is for three (3) years, commencing on the date the last of the parties has executed the Agreement unless terminated earlier pursuant to paragraph 21 below.

5. **RENEWAL.** This Agreement shall automatically renew for one additional three (3) year Renewal Term upon expiration of the Initial Term of this Agreement, unless either party has given written notice to the other party of the intention not to renew this Agreement at least 30 days prior to the expiration of this Agreement or any subsequent renewal.

6. **PRIMARY EMPLOYMENT OF OFFICER.** The OFFICER must be a certified law enforcement officer in the State of Florida and be actively employed by a state, county or municipal law enforcement agency at all times during the term of this Agreement. Prior to the effective date of this Agreement, the OFFICER must submit to the DISTRICT a statement from the OFFICER'S primary employer documenting the OFFICER'S employee status with the agency and authorizing the OFFICER'S ability to seek employment as an independent contractor for off-duty law enforcement related services. The OFFICER will notify the DISTRICT within 24 hours if the OFFICER'S employment status with that law enforcement agency changes or terminates. If the OFFICER fails to submit the statement from the OFFICER'S primary employer in accordance with the provisions of this paragraph or fails to notify the DISTRICT within 24 hours of any change in the OFFICER'S employment status, including termination, then the DISTRICT may terminate this Agreement in accordance with paragraph 21 below.

7. **PATROLLING.** The OFFICER must patrol District Lands an average of 15 hours a calendar month in accordance with the Scope of Security Services set forth in Exhibit "C," attached hereto and incorporated herein by reference. The OFFICER will investigate any suspicious activity on District Lands in the same manner as the OFFICER would investigate any other violation of law, and exercise the authority vested in the OFFICER as a certified law enforcement officer. The OFFICER will notify the Project Manager within 24 hours of the occurrence and investigation of any such activity on District Lands. The OFFICER will document patrol activities monthly in accordance with the Monthly Patrol Log set forth in Exhibit "E," attached hereto and incorporated herein by reference, and in accordance with the Scope of Security Services, Exhibit "C."

8. **SCOPE OF SECURITY SERVICES.** The OFFICER, upon written notice to proceed from the DISTRICT, agrees to provide security services in accordance with the provisions in this Agreement and the Scope of Security Services set forth in Exhibit "C." The Scope of Security Services and associated costs may not be modified unless mutually agreed to in writing by the Parties prior to implementation of the changes by the OFFICER.

9. **UNIFORM**. While performing the security services required by this Agreement, the OFFICER will wear the uniform and standard equipment normally worn while performing duties for the law enforcement agency by which the OFFICER is employed.

10. **TRANSPORTATION**. The OFFICER will provide a vehicle or vehicles to perform the security services required by this Agreement. The vehicle or vehicles must have the capacity to traverse extreme terrain, i.e., a four-wheel drive or all-terrain vehicle. If permitted by an off-duty employment or vehicle authorization or other appropriate form of consent from the law enforcement agency by which the OFFICER is employed, then the OFFICER will patrol the District Lands in a marked patrol vehicle whenever possible. The OFFICER will be responsible for all wear, tear, or physical damage to the vehicle or vehicles.

11. **COMMUNICATION**. The OFFICER must have access to a cellular phone and a portable two-way radio that must be tuned to state frequencies while performing duties under this Agreement. The OFFICER will provide the cellular phone number to the Project Manager.

12. **MEDIA RELEASE**. The OFFICER agrees not to initiate or participate in any oral or written media interviews, issue press releases or make any other public disclosure concerning this Agreement without prior written approval from the DISTRICT. The OFFICER will notify the Project Manager before releasing any information to the news media regarding any activities occurring on District Lands or any other DISTRICT business.

13. **LAW COMPLIANCE**. The OFFICER will abide by all applicable federal, state, and local laws, rules, regulations, and guidelines, including but not limited to District Land Use Rules, Chapter 40D-9, Florida Administrative Code (F.A.C.), as may be amended from time to time. The OFFICER will abide by all applicable laws, rules, regulations, and guidelines of the law enforcement agency by which the OFFICER is employed.

14. **SCHEDULING**. Scheduling will be done, in advance, on a monthly basis. The OFFICER will submit a schedule to the Project Manager on the first day of each month that identifies the days and hours the OFFICER is available to work during the month. Each monthly schedule will be approved by the Project Manager.

15. **CONFLICT OF SCHEDULE**. The DISTRICT recognizes that the number of hours or the shift the OFFICER is available to work in an off-duty capacity may be limited by the OFFICER'S primary employment and other off-duty work obligations. The OFFICER will inform the DISTRICT as soon as possible when a schedule conflict develops. In the event of such a conflict, the OFFICER will be excused from the DISTRICT'S assigned schedule. The OFFICER may be rescheduled for the same number of off-duty work hours, according to the DISTRICT'S needs.

16. **ASSIGNMENT**. Except as otherwise provided in this Agreement, the OFFICER may not assign any of the OFFICER'S rights or delegate any of the OFFICER'S obligations under this Agreement without the prior written consent of the DISTRICT. If the OFFICER assigns the OFFICER'S rights or delegates the OFFICER'S obligations under this Agreement without the DISTRICT'S prior written consent, then the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, then the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.

17. **SITE**.

- a. The OFFICER agrees to live on the Site in his privately-owned travel trailer at a location prepared by District staff in exchange for providing security services and patrolling District Lands as specified in paragraph 6. The OFFICER will pay all costs resulting from the OFFICER'S occupation and use of the Site, including but not limited to, charges for telephone, internet, and garbage services. The OFFICER is not responsible for Electric service.
- b. The OFFICER will be responsible for all maintenance and costs associated with the upkeep of the travel trailer, costs to pump black and grey water from the trailers holding tank(s), and all personal property.
- c. The DISTRICT will provide, maintain, repair, and replace exterior fixtures and apparatuses which service the Site including electrical service, electrical wiring and lines, water, wells and pumps, septic lines and tank (where applicable), and all appurtenant concrete pads. The DISTRICT'S responsibility to provide, maintain, repair, and replace such fixtures will only extend to damage resulting from normal wear and tear, fire, water or acts of God and excludes maintenance to the OFFICER's trailer. The OFFICER will promptly report any damage or necessary repair work to the DISTRICT to ensure damage to DISTRICT property is mitigated and repair costs are minimized. The OFFICER agrees to be responsible for the repair or replacement of those fixtures and apparatuses that are damaged because of the OFFICER'S actions or the actions of others for whom the OFFICER may be liable during the OFFICER'S performance under this Agreement.
- d. The OFFICER may not construct any additions, porches, make any other structural modifications or alterations to the Site, or otherwise modify or alter the Site or any other structures on District Lands, without the prior written approval of the DISTRICT.
- e. The OFFICER will not keep as pets any animals other than normal domestic pets, such as a dog or cat unless otherwise authorized in writing by the DISTRICT. The domestic pets and any other animals authorized by the DISTRICT will not be allowed to roam free or create a nuisance and will be confined to the Site. The OFFICER will be responsible for cleaning up after and repairing any damage caused by the OFFICER'S domestic pets or other authorized animals.

18. INSPECTIONS. The DISTRICT or its agents may, at any reasonable time or during the normal business hours of the DISTRICT, enter the Site for the purpose of inspecting or making necessary repairs, including but not limited to installing or servicing electric, septic tank, or water lines or other similar utility distribution lines, or managing or maintaining the District Lands and structures.

19. INSURANCE. During the term of this Agreement, the OFFICER must continuously maintain insurance coverage in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and the Project Manager. The OFFICER must submit proof of continuing coverage to the DISTRICT when requested during the term of this Agreement.

- a. Vehicle Liability Insurance, including owned, non-owned and hired auto vehicles with the following minimum limits and coverage:

Bodily Injury per Person	\$100,000
Bodily Injury per Occurrence	\$300,000
Property Damage Liability	\$50,000

Combined Single Limit or
\$300,000

b. Tenant's Liability Insurance \$100,000

The DISTRICT and its employees, agents, and officers must be named as additional insureds on the OFFICER'S Liability Insurance policy to the extent of the DISTRICT'S interests arising from this Agreement.

20. TAXES. If any ad valorem taxes, intangible property taxes, personal property taxes, personal income taxes or other liens or taxes of any kind are assessed or levied lawfully on the Site because of the OFFICER'S use of the Site during the term of this Agreement, the OFFICER will pay all taxes, assessments, or liens, within ten (10) days after receiving written notice thereof from the DISTRICT. If the OFFICER fails to pay all taxes assessed or levied on the Site within ten (10) days after receiving written notice thereof from the DISTRICT, the DISTRICT may, at its sole option, pay the taxes, assessments, or liens in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the DISTRICT subject to immediate reimbursement from the OFFICER. If the OFFICER fails to pay the taxes, assessments, or liens, then the DISTRICT may terminate this Agreement in accordance with paragraph 21 below.

21. LIENS. If the DISTRICT pays, or is compelled to pay, any money or do any act which requires the payment of money because the OFFICER has failed to perform any of the terms or conditions to be performed herein by the OFFICER, then the money paid by the DISTRICT, together with all interest allowed by law and attorney's fees and other expenses and obligations incurred by the DISTRICT, will be considered an obligation of the OFFICER with payment due immediately. This obligation of the OFFICER is collectible in the same manner and with the same remedies as if it had been a right originally reserved by the DISTRICT. The DISTRICT will not pay any money for which, under the provisions of this paragraph, it would be entitled to be reimbursed by the OFFICER, without giving the OFFICER five (5) days written notice of its intention to do so and without the OFFICER'S failure to make payment or do the acts required under this Agreement within the five-day notice period.

22. TERMINATION.

- a. Either party may terminate this Agreement without cause by giving 90 days written notice to the other party. Termination is effective on the 90th day from receipt of notice.
- b. The DISTRICT may terminate this Agreement immediately if in the DISTRICT'S opinion the OFFICER has committed any action that is inconsistent with the intent of this Agreement, the DISTRICT'S policies and procedures, or that results in damage to District Lands.
- c. The OFFICER must immediately advise the DISTRICT in writing of any change in the OFFICER'S law enforcement status or termination of his employment as a certified law enforcement officer. The DISTRICT may terminate this Agreement upon notification of the OFFICER'S loss of law enforcement certification. Termination will be at the DISTRICT'S sole discretion and may be achieved upon immediate notification or upon providing 30 days written notice to the OFFICER, whichever the DISTRICT deems appropriate.
- d. If the OFFICER abandons or vacates the Site without notice to the DISTRICT, the DISTRICT, at its sole option, may immediately terminate this Agreement.
- e. This Agreement may be terminated if contractual obligations result in a frequent or continuing

conflict with the duties of the OFFICER'S primary employment or other off-duty law enforcement obligations.

- f. The DISTRICT'S right to terminate this Agreement under the circumstances set forth in this paragraph 22 is in addition to any other rights and remedies provided by law or this Agreement.

23. **SURRENDER OF SITE**. Upon termination of this Agreement, the OFFICER will surrender the Site to the DISTRICT in the same repair and condition as on the effective date hereof, with the exception of ordinary wear and tear. Upon termination of this Agreement, the OFFICER will also deliver to the DISTRICT all property of the DISTRICT in the OFFICER'S possession, including but not limited to all keys to the gates on District Lands.

24. **PERSONAL PROPERTY DAMAGE**. The OFFICER will be responsible for all loss or damage to the OFFICER'S personal property by any cause whatsoever, including but not limited to theft, vandalism, sewage system failure, fire, flooding, hurricane, or act of God. The OFFICER will not be responsible for any loss or damage to the OFFICER'S personal property caused by the negligence of the DISTRICT'S agents, employees, or representatives.

25. **FAILURE TO RETURN OR REMOVE PROPERTY**. If the OFFICER fails to surrender the Site or return all DISTRICT property, the DISTRICT will take all appropriate legal action to obtain its property. If the OFFICER abandons personal property at the Site, then the DISTRICT, at its sole option, may remove such personal property. The OFFICER will be solely responsible for any costs incurred by the DISTRICT in the removal of the OFFICER'S abandoned personal property from the Site, and the DISTRICT will not be liable for any damage to personal property resulting from such removal.

26. **INDEMNIFICATION**. The OFFICER agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all injuries, deaths, losses, liabilities, claims, damages, judgments, expenses or actions, either at law or in equity, including attorney fees and costs, attorney fees and costs on appeal, and the costs of paraprofessionals working under the supervision of an attorney, caused or incurred, in whole or in part, as a result of any act or omission by the OFFICER or anyone for whose acts or omissions the OFFICER may be liable during the OFFICER'S performance under this Agreement. Nothing contained herein will constitute a waiver of the DISTRICT'S sovereign immunity under section 768.28, Florida Statutes, or to extend the limits of liability or recovery under section 768.28, Florida Statutes. This provision will survive the termination of this Agreement.

27. **FORCE MAJEURE**. The OFFICER is not excused or released from performing any of the acts, agreements, covenants, obligations or promises to comply with the terms and conditions of this Agreement if the DISTRICT is unable, prevented, or delayed in providing, maintaining, or repairing utility services at the Site due to conditions or causes beyond the DISTRICT'S control, including but not limited to natural disasters, government restrictions, and national or state emergencies.

28. **VENUE AND APPLICABLE LAW**. All claims, counterclaims, disputes, and other matters in question between the Parties to this Agreement, arising out of or relating to this Agreement or the breach of it, will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and venue will lie exclusively in Hillsborough County.

29. **REMEDIES**. Unless specifically waived by the DISTRICT, the OFFICER'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT due to said breach will be borne by the OFFICER. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law

for any breach of this Agreement. The DISTRICT'S waiver of any of the OFFICER'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the OFFICER.

30. **ATTORNEY FEES.** Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorney fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under section 768.28, Florida Statutes. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in section 768.28, Florida Statutes.

31. **THIRD PARTY BENEFICIARIES.** Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

32. **DISCRIMINATION.** Pursuant to subsection 287.134(2)(a), 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. By signing this Agreement, the OFFICER warrants that the OFFICER is not currently on the discriminatory vendor list and that the OFFICER has not been placed on the discriminatory vendor list in the past 36 months. The OFFICER further agrees to notify the DISTRICT if placement on this list occurs.

33. **ENFORCEABILITY.** If any term or condition of this Agreement is held to be invalid or unenforceable under applicable law, all the remaining terms and conditions hereof will not be affected thereby but will remain in full force and effect.

34. **ENTIRE AGREEMENT.** No agreement or understanding, oral or in writing, unless incorporated herein, will be binding upon the Parties.

35. **MODIFICATIONS.** This Agreement and the attached exhibits listed below constitute the entire agreement between the Parties and, unless otherwise provided herein, may be amended only in writing, signed by the Parties to this Agreement.

36. **DOCUMENTS.** The following documents are attached hereto and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," Map of the District Lands, then to Exhibit "B," Site, then to Exhibit "C," Scope of Security Services, then to Exhibit "D," Monthly Patrol Log.

- Exhibit "A" – Map of the District Lands
- Exhibit "B" – Site
- Exhibit "C" – Scope of Security Services
- Exhibit "D" – Monthly Patrol Log

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**, a public
corporation of the State of Florida

(Corporate Seal)

By: _____
E.D. Armstrong III, Chairman Date

ATTEST:

By: _____
John Mitten, Secretary Date

OFFICER

By: _____
Garrett Jacobs Date

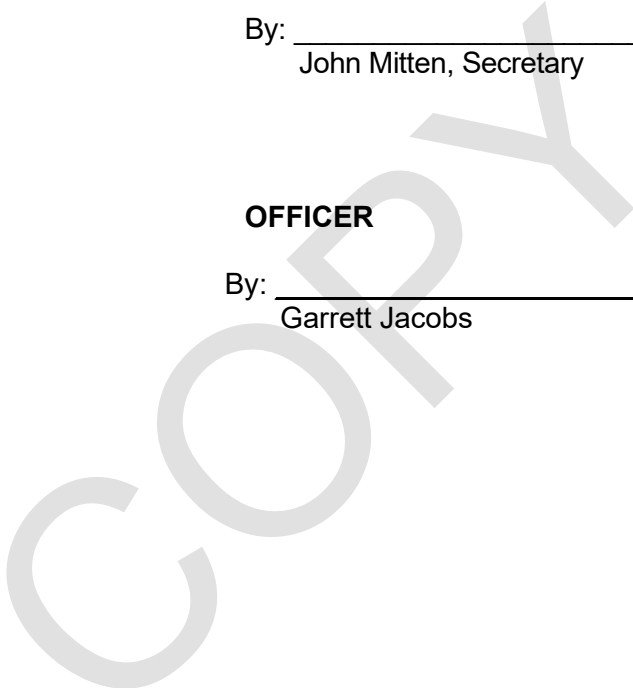
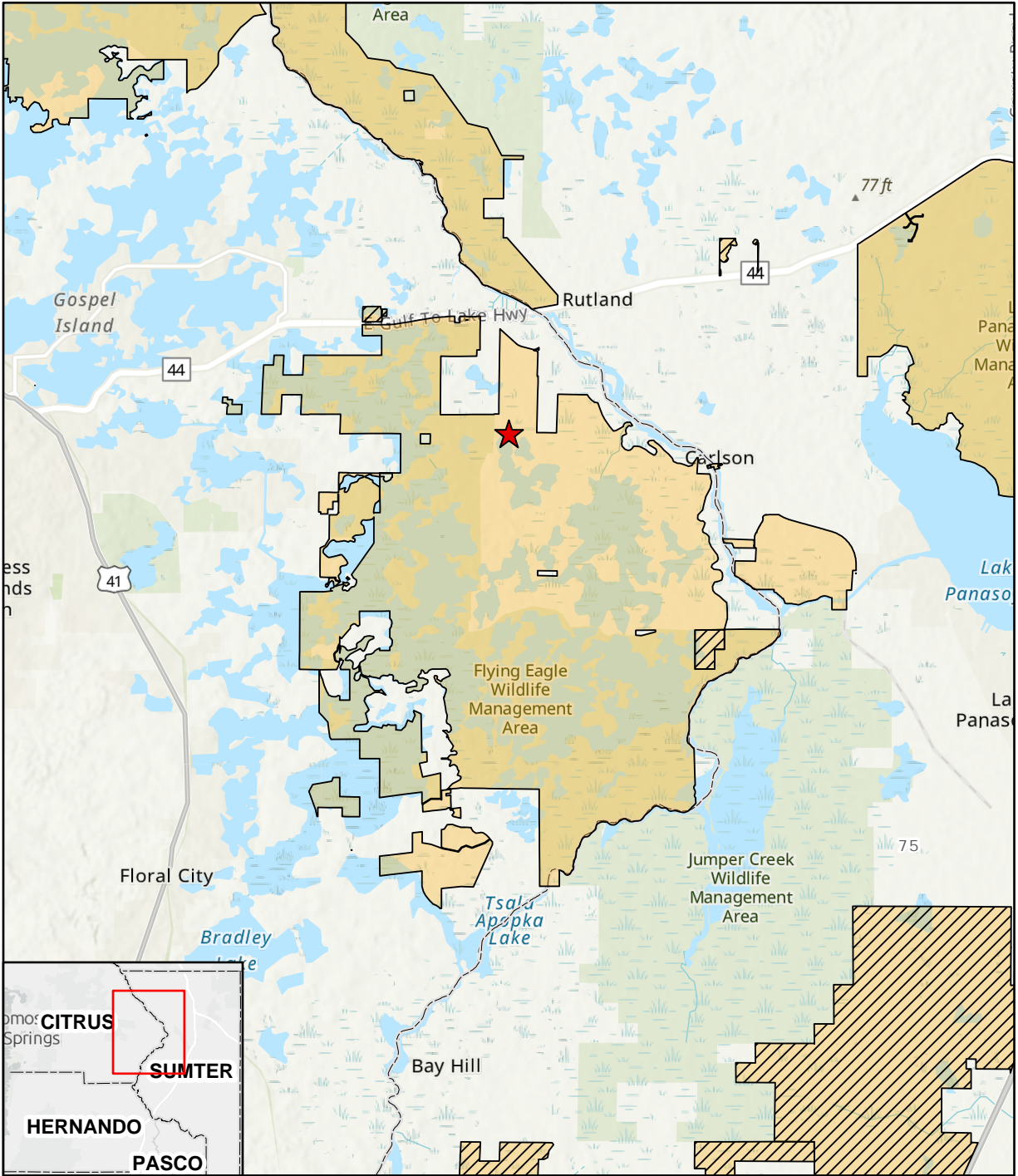





Exhibit A
Flying Eagle Preserve, Potts Preserve and Lake Panasoffkee
Resident Security Lease Agreement
SWF Parcel No. 19-334-153X



Esri, NASA, NGA, USGS, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

-  Lease Area (SWF Parcel# 19-334-153X)
-  District Owned Lands Fee Simple
-  District Owned Land Easements

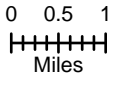



Exhibit B
Security Site Lease Agreement
Flying Eagle Preserve
SWF Parcel No. 19-334-153X Site Map



Southwest Florida Water Management District

 Lease Area (SWF Parcel# 19-334-153X)

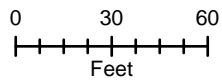


EXHIBIT C SCOPE OF SECURITY SERVICES

The OFFICER will fulfill security responsibilities and patrol District Lands. The OFFICER'S responsibilities will include, but will not be limited to, the following:

- a. Interrupt or prevent unauthorized and illegal activities while patrolling District Lands for an average of 15 hours per month.
- b. Patrol areas on District Lands that include, but are not limited to, entry points, boundary fences, structures, property interior, campgrounds, and recreational trails. Patrols will be conducted using a means of transportation with the capacity to traverse extreme terrain, i.e., a four-wheel drive or all-terrain vehicle, bicycle, horseback, or other means of transportation appropriate for a specific patrol area. If permitted by an off-duty employment or vehicle authorization or other appropriate form of consent from the law enforcement agency by which the OFFICER is employed, then the OFFICER will patrol District Lands in a marked patrol vehicle whenever possible. The OFFICER will immediately report any condition, situation, or incident that creates or presents a danger to the public, District Lands, or DISTRICT property.
- c. Enforce federal, state and local laws, rules, regulations and guidelines, including but not limited to the District Land Use Rules, Chapter 40D-9, F.A.C.
- d. Monitor structures and other DISTRICT property to prevent theft and vandalism.
- e. Respond to and manage any emergency situation occurring on District Lands when observed by the OFFICER or requested by the DISTRICT until DISTRICT personnel are available to assume responsibility of the emergency situation.
- f. Report fires immediately to the Project Manager by telephone.
- g. Document patrol hours and activities observed during each patrol utilizing the Monthly Patrol Log provided by the DISTRICT. In the Monthly Patrol Log, the OFFICER will record the number of contacts with the public, the activity in which the member or members of the public were engaged, each incidence of vandalism, fire, or property damage, any unusual situation or occurrence encountered by the OFFICER, and any other information the OFFICER deems relevant. The OFFICER will also include a brief narrative statement of the patrol activities and observations made during each patrol in the Monthly Patrol Log. On the first day of each month, the OFFICER will submit the Monthly Patrol Log documenting the preceding month's activities, including any activities observed during any partial month, to the Project Manager.
- h. Participate in periodic meetings as requested by the DISTRICT.

EXHIBIT D



OFFICERS NAME: _____

PATROLLING PERIOD: _____

DATE	TIME		HOURS	USERS		PATROL AREA	WARNINGS	CITATIONS	ARRESTS	VEHICLE TYPE
	BEGIN	END		NUMBER	ACTIVITY					
TOTAL			0	0			0	0	0	0

COMMENTS, NOTES, OBSERVATIONS:

Lined area for handwritten notes and observations, consisting of approximately 15 horizontal lines.

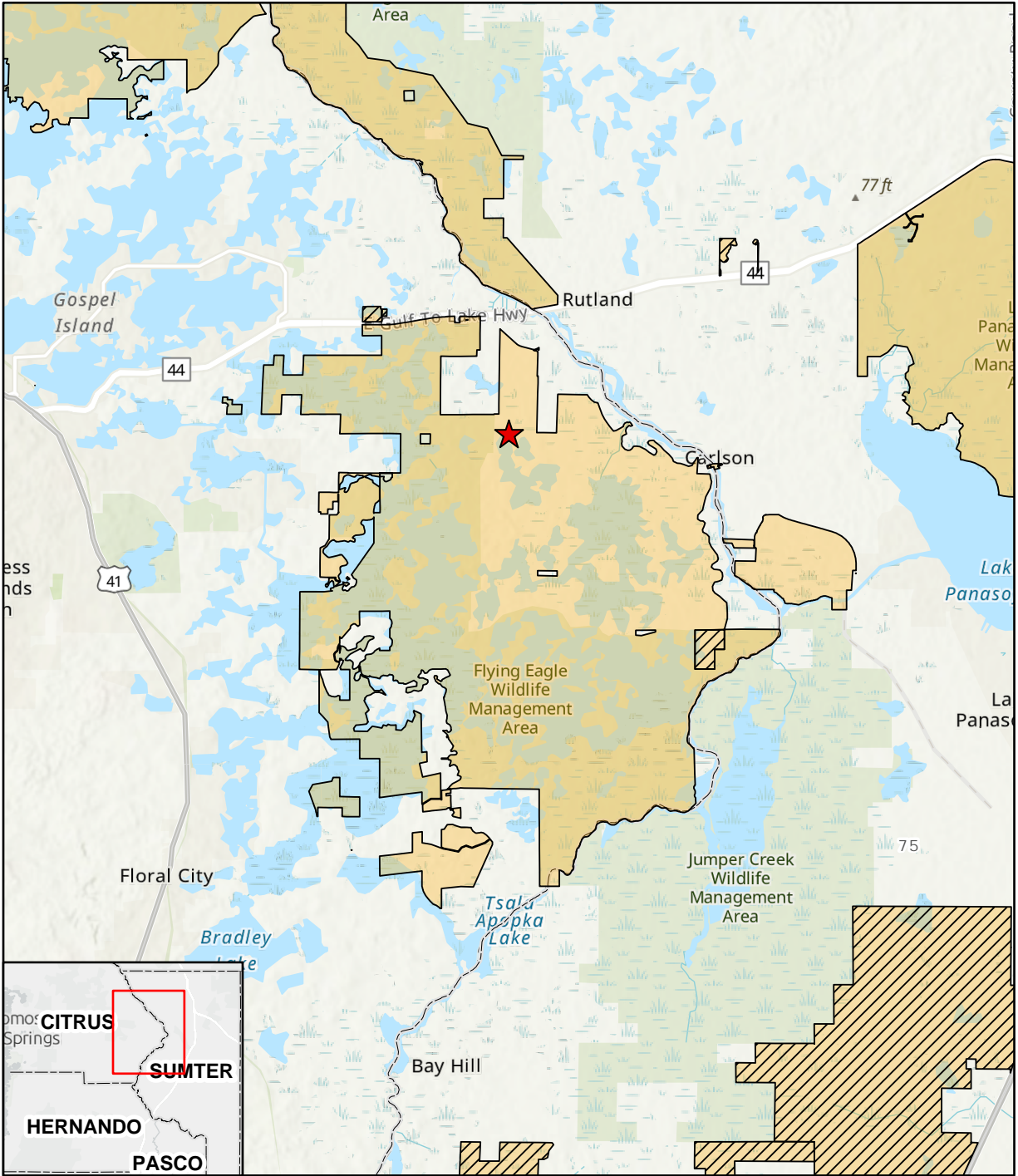
I hereby certify and affirm that the hours worked are accurate and were necessary in the performance of my enforcement activities in conformance with the terms and conditions entered into with the District.

Verified




OFFICERS SIGNATURE _____ DATE _____

PROJECT MANAGER _____ DATE _____

Exhibit 2
Location Map- Security Lease Agreement Flying Eagle Preserve
SWF Parcel No. 19-334-153X Location Map



Esri, NASA, NGA, USGS, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

-  Lease Area (SWF Parcel# 19-334-153X)
-  District Owned Lands Fee Simple
-  District Owned Land Easements

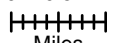

0 0.5 1

 Miles

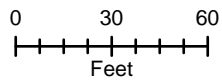


Exhibit 3
Site Map- Security Lease Agreement Flying Eagle Preserve
SWF Parcel No. 19-334-153X Site Map



Southwest Florida Water Management District

 Lease Area (SWF Parcel# 19-334-153X)



CONSENT AGENDA

April 23, 2024

Operations, Lands and Resource Monitoring Committee: Management Agreement with Hillsborough County - Edward Medard Park and Reservoir- SWF Parcel No. 11-100-126X

Purpose

The purpose of this item is to request Governing Board approval of a new management agreement (Agreement) between the Southwest Florida Water Management District (District) and Hillsborough County (County) for the management and operation of recreational facilities at Edward Medard Park and Reservoir (Property), SWF Parcel No. 11-100-126X. Exhibits 1 and 2 attached hereto are general location and site maps, respectively.

Background/History

The Edward Medard Park and Reservoir encompasses approximately 1,290 acres within Hillsborough County and was acquired through numerous transactions beginning in 1968. In 2004 the District and County entered into an agreement for management and operation of the Property for a period of 20 years with the option to extend it in mutual agreement for two (2) additional ten (10) year terms. Both the District and the County have expressed a desire to extend the previous agreement; however, the parties have identified changes to the previous agreement conditions that would better allow for management and operation of the property. Major changes include exemptions to County Ordinances for District staff relating to maximum speeds imposed on the Reservoir to allow District staff to conduct management activities and updates to the joint inspection frequency and responsibilities for District and County Staff. Subsequently, the new Agreement was drafted and is attached as Exhibit 3. Responsibilities to be continued by the County include management of public recreation, informational signage, security, fencing, prescribed fire, land use requests, upland invasive plant/animal management, and maintenance of facilities. The District will continue operation and maintenance of the water control structure and aquatic plant management.

Benefits/Costs

The County will continue management of the Edward Medard Park and Reservoir, maintaining management efficiencies for the District by extending the terms and implementing new conditions in the agreement. The County will also continue passive recreational opportunities for the general public on District-owned land.

Deliverables

The County's specific obligations are detailed in the Agreement.

Staff Recommendation:

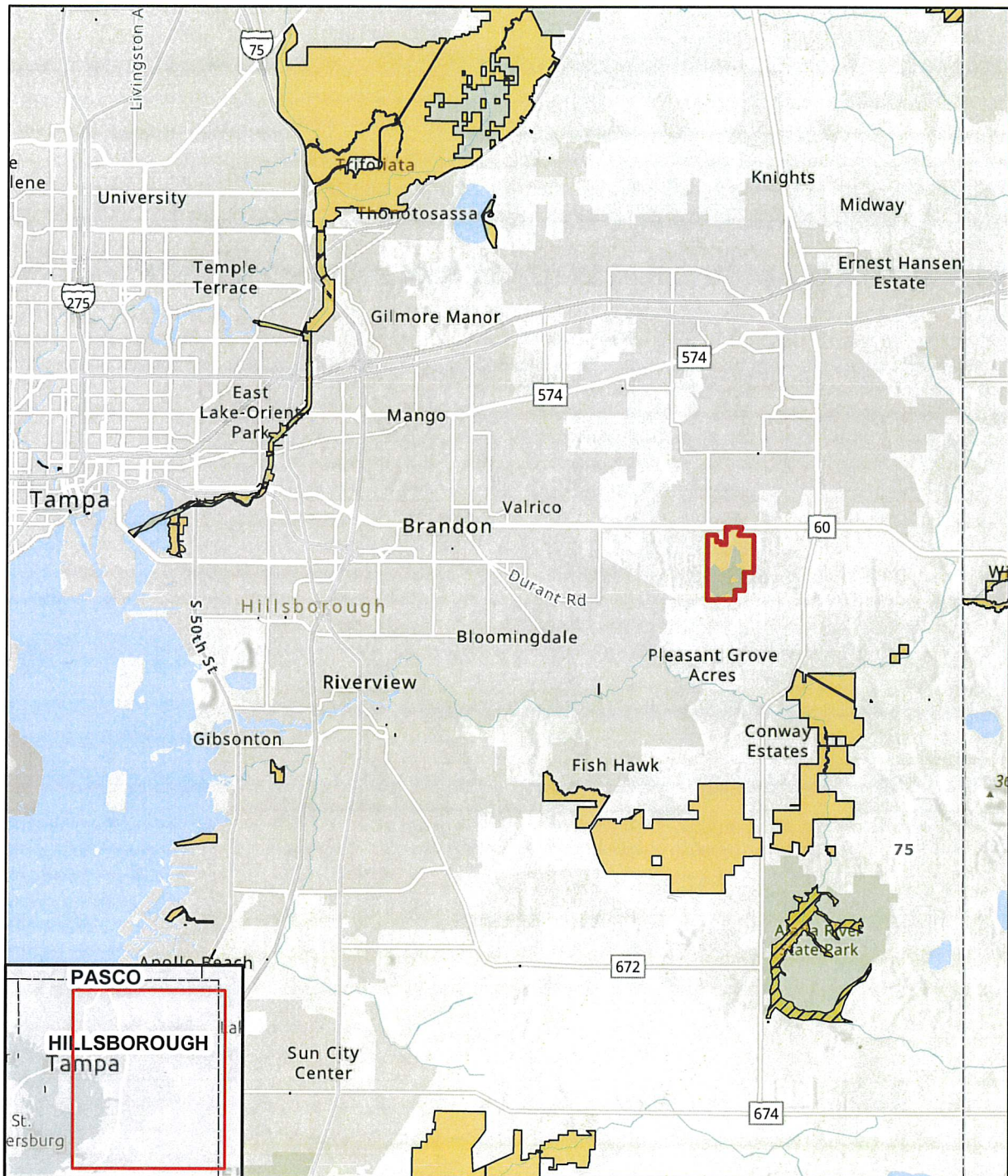
- Approve the Management Agreement Between the Southwest Florida Water Management District and Hillsborough County for Edward Medard Park and Reservoir; and
- Authorize the Governing Board Chair to execute the Management Agreement on behalf of the District; and
- Authorize staff to make minor changes or corrections to conform documents or correct scrivener's errors; any substantive changes will be subject to Governing Board review and approval; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

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Exhibit 1- Location Map Edward Medard SWF Parcel 11-100-126X

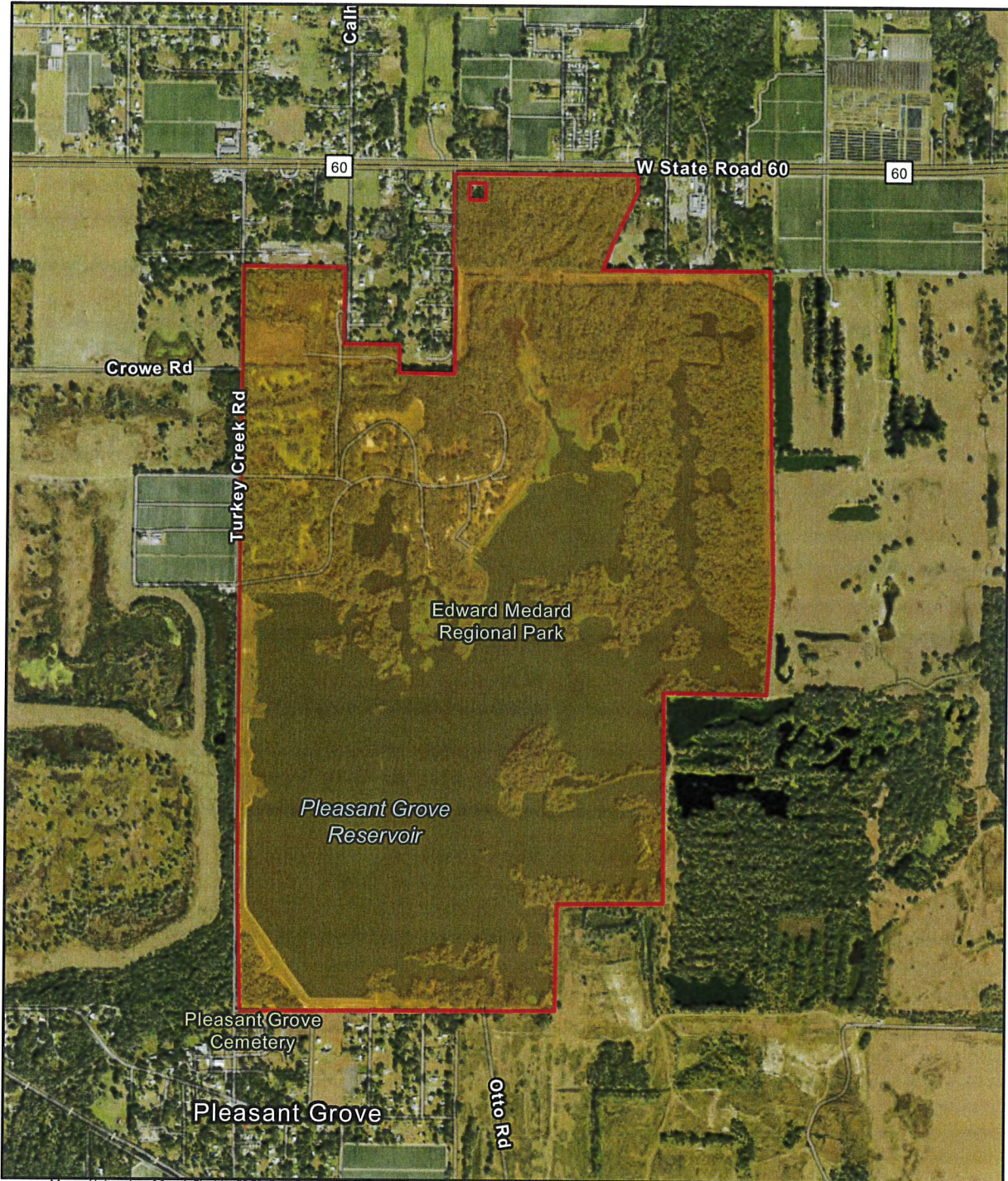


University of South Florida, City of Tampa, FDEP, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Esri, CGIAR, USGS, University of South Florida, City of Tampa, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS

- SWF Parcel No. 11-100-126X
- District Owned Lands Fee Simple
- District Owned Land Easements

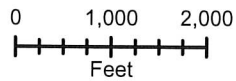


Exhibit 2- Site Map
Edward Medard SWF Parcel 11-100-126X



Maxar, University of South Florida, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

- SWF Parcel No. 11-100-126X
- District Owned Lands Fee Simple



SWF Parcel No. 11-100-126X
Approved _____

**DRAFT - MANAGEMENT AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT AND THE BOARD OF COUNTY COMMISSIONERS OF
HILLSBOROUGH COUNTY FOR MANAGEMENT AND USE OF EDWARD MEDARD
PARK AND RESERVOIR**

This Management Agreement (Agreement) is made and entered into this ___ day of _____, 2024, by and between the Southwest Florida Water Management District, a public corporation, (District), having a mailing address of 2379 Broad Street, Brooksville, Florida 34604-6899, and Hillsborough County, a political subdivision of the State of Florida (County), having a mailing address of Post Office Box 1110, Tampa, Florida 33601, collectively the Parties, each singularly a Party.

WHEREAS, the District is the owner in fee simple of certain real property located in Hillsborough County, Florida known as the Edward Medard Park (Park) and Reservoir (Reservoir) (collectively, the Property) and more particularly described in Exhibit A attached hereto; and

WHEREAS, the Parties entered into an agreement dated January 21, 2004, as amended, for the management and use of the Property, which agreement has subsequently expired; and

WHEREAS, the County desires to continue to operate and maintain the Property for the recreational needs of the residents of Hillsborough County; and

WHEREAS, the District and County agree that it would be in the public's best interests for the County to continue to operate and maintain the Property; and

WHEREAS, the Parties desire to enter into this Agreement in order to clarify the rights and responsibilities of each party from this point forward.

NOW, THEREFORE, the Parties, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. Purpose – The Parties enter into this Agreement to specify the Parties' rights and associated responsibilities regarding the operation and maintenance of the Property.

2. Term – The term of this Management Agreement will be for a period of twenty (20) years from the date of its execution by the last of the parties, the "Effective Date", unless extended in writing by the District and the County for up to two (2) additional ten (10) year terms or terminated in accordance with the provisions of this Agreement.

3. Management and Use of the Property – The District acquired the Property for the protection of water resources and to ensure the conservation, preservation, and restoration of the Property's natural systems. The reservoir and dam are also used to provide flood protection to the greatest extent practicable. The District grants the County the right to enter, operate, and maintain, at its sole expense, the Property for the purpose of providing outdoor recreation for the

residents of Hillsborough County. The County will use the Property only for the enjoyment of the general public for public recreation and for no other purpose without the prior written consent of the District.

4. County's Responsibilities – The County's performance pursuant to this Agreement is contingent upon the Board of County Commissioners appropriating funds in each year's annual budget for same. The County's annual budget for this Agreement will be determined and the District will be notified during the previous fiscal year. The County is designated lead manager for the following activities:

a. Public Recreation – The County will use the Property solely for the purpose of providing public recreation. Public recreation and recreational development may include the following activities: fishing, boating, bicycling, picnicking, camping, hiking, nature studies, and horseback riding. Any other uses than those stated above must have the prior written approval of the District. The County is not required to construct any new facilities or other improvements on the Property other than those required by law or necessary to secure the Property and to maintain any existing facilities and to provide safe public access.

i. Equestrian Trails – The County will work with local stables, through formal agreements, to aid in the maintenance of the existing horseback riding trails within the Property. The trails are to be maintained to provide a safe and quality riding experience.

b. Signage – The County will place public information signage at the public entrances to the Property. The signage will recognize the management partnership between the District and the County, advise the public of all recreational opportunities, all prohibited activities on the Property, as well as provide a location and information map. In addition, the County will post appropriate signage to mark and designate trails, and parking areas, if any. The County will obtain the District's prior written approval as to form, content and location of all signage. The District will have thirty (30) days from receipt to review the proposed signage. If the District fails to provide comments or otherwise respond within thirty (30) days, the proposed signage will be deemed approved by the District.

c. Security – The County will secure the Property to prevent illegal dumping, degradation of natural habitats and any other unauthorized use of the Property, including routine patrols by Park staff and coordination with the appropriate law enforcement agencies.

d. Fencing – The County will be responsible for regular maintenance and upkeep of all perimeter boundary fences.

e. Prescribed Burning – The County, in cooperation with the District, may conduct prescribed burns where necessary to enhance wildlife habitats and to reduce fuel loads.

f. Land Use Requests – The County will respond to requests to use the Property. The County will evaluate all requests to use the Property for their consistency with County regulatory ordinances, documents, and this management agreement.

g. Development – Prior to any construction, development, or exterior modifications of any

facilities located within the Property, the County shall provide a certified electronic copy or two (2) hard-copies of the proposed engineering plans to the District. The District will have sixty (60) days upon receipt of the engineering plans to approve or deny the engineering plans in writing. In the event the District does not provide the County with written approval or denial of the engineering plans within sixty (60) days of receipt, approval of the construction or development will be deemed granted. The County must provide the District with a certified electronic copy or two (2) sets of hard-copy as-built engineering plans within sixty (60) days of the completion of construction or development.

h. Maintenance – The County will be solely responsible for maintenance and upkeep of any facilities located at the Property.

i. Control of Exotics – The County shall, subject to available funding, provide maintenance treatments of terrestrial invasive exotic plants. The District shall continue, subject to available funding, its aquatic plant control program within the Reservoir. The District shall continue to coordinate its aquatic plant control program planning with the Florida Fish and Wildlife Conservation Commission.

5. District Responsibilities – The District’s performance pursuant to this Agreement is contingent upon the District’s Governing Board appropriating funds in each year’s annual budget. The District is designated lead manager for the following management activities:

a. Operation of Water Control Structure(s) – The District will operate and maintain the water control structure(s) in the Property for the primary purpose of water management and flood abatement. The County recognizes and agrees that the operation of the Property is subordinate to that of water management and flood abatement.

- i. Reservoir Maintenance – The District will maintain the Reservoir, when climatic conditions allow, at a maximum elevation of 62.1 feet NAVD88 and not less than 37.1 feet NAVD88, with a water area of approximately 770 acres and a land area of approximately 521 acres at 58.1 feet NAVD88. The District will operate the water control structures to maintain an elevation of 58.1 feet NAVD88 when conditions allow. The District may draw down the Reservoir to an elevation of 37.1 feet NAVD88 for biological reasons. The District will operate, maintain, and control the water control levees and structures, and water levels in the Reservoir; however, the District will not, at any time, be responsible to the County for any minimum or maximum water levels in the Reservoir.
- ii. District Access – The County acknowledges that it may have certain ordinances in effect regarding boating on the Reservoir, including maximum speed limits for motorized vessels. The County expressly agrees that the District, its employees, agents, subcontractors, or other entities or parties acting on behalf of the District shall be exempt from enforcement of such ordinances pertaining to vessels on the Reservoir while conducting management activities.

b. Resource Management – The District has the right to conduct or perform any resource

management activities that, in its sole discretion, may be required to protect and maintain the integrity of the Property. Such activities may include but are not limited to controlled burns, wildfire suppression activities, and the control of exotics. In the event the District plans to commence any of these activities, it will provide the County with reasonable notice.

c. Access by the District – The District’s officers, agents, or assigns may, at any time, enter upon and travel through and across the Property for inspection, construction, maintenance purposes, or for any purpose necessary or convenient in connection with the District’s water management facilities or resource management activities. The District will coordinate with the County all construction or maintenance of water management facilities within the Property.

6. Fees and Revenue – The County may charge an entrance fee or user fee to the visitors and users of the Property, including vendors, concessionaires, and stable owners in accordance with the County’s fee schedule provided under Board of County Commissioners Policy – Section Number 03.04.09.00, or its successor.

7. Taxes and Assessments – If any ad valorem taxes, intangible property taxes, personal property taxes, or other taxes or assessments of any kind are assessed or levied lawfully on the Property or the improvements thereon as a result of the County’s use thereof during the term of this Agreement, the County will pay said taxes within thirty (30) days after receiving written notice thereof from the District unless County appeals the taxation of the Property or facilities and said appeal is successful. In the event the County fails to pay all such taxes within thirty (30) days after receiving written notice from the District, the District may, at its sole option, pay said taxes subject to immediate reimbursement by the County in full, together with any interest thereon at the maximum rate allowed by law and any administrative costs incurred by the District, including reasonable attorneys’ fees. Failure of the County to pay said taxes will constitute a material breach of this Agreement.

8. Alcohol and Intoxicants – The possession, consumption, or other use of any alcoholic beverage, intoxicant, or unlawful drug or substance by anyone on the Property will be consistent with Chapter 40D-9, F.A.C., related to alcohol use on District-owned lands.

9. Discrimination – The District and County will not discriminate against any individual because of race, color, religion, gender, national origin, age, physical disability or marital status with respect to its use and management of the Property.

10. Archaeological and Historical Sites – This Agreement does not affect either of the parties’ obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological or historic sites on the Property is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Department of State. The County will implement all reasonable measures to locate, identify, protect and preserve the archaeological and historic sites on the Property.

11. Leases – The District will have the right to lease, license, permit, or use all or part of the Property for any use that the District deems is in its or the public’s best interest, such as access for future utilities or research.

12. Flooding or Natural Disasters – In time of flood or other natural disaster affecting

the Property, the County must comply with all reasonable requests by the District concerning use of the Property.

13. Weapons – Hillsborough County recognizes the preemption of firearm regulation by the State legislature. The possession and discharge of firearms in parks and park property is regulated, and shall be enforced, pursuant to State law.

14. Activities Not Specifically Mentioned – Any activity not specifically referenced herein as authorized is prohibited.

15. Right to Inspect – The District or its duly authorized agents will have the right, at any and all times, to inspect the Property and the works and operations of the County thereon in any matter pertaining to this Agreement.

16. Joint Inspection of the Embankment and Reservoir – The District and the County agree to jointly inspect the Reservoir and embankment system. The proposed inspections will consist of the following:

- a. The District or its consultant will conduct quarterly inspections of the Reservoir system.
- b. The County staff familiar with the Reservoir system will conduct one (1) inspection per week.
- c. The County will complete an inspection report after each inspection and submit same to the District on a monthly basis or immediately if there appears to be an abnormality. The District will provide the County with a complete inspection guide and report forms as necessary.

17. Default and Termination – Either party may terminate this Agreement at any time upon mutual consent of the Parties or upon the either party's default in complying with any term or condition of this Agreement. To effect termination, the terminating party will provide the party in default with a written "Notice of Termination" stating its intent to terminate and describing the term or condition with which the party in default has failed to comply. If the party in default has not remedied its default within sixty (60) days after receiving the Notice of Termination, this Agreement will automatically terminate.

18. Indemnification – Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S. from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of its officers, employees, contractors and agents related to its performance under this Agreement. Nothing herein will be deemed a waiver, express or implied, or either party's sovereign immunity under Section 768.28, F.S.

19. Assignment – The County may not assign any of its rights under this Agreement, including any operation or maintenance duties related to its performance under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the District. In the event of any purported

assignment of rights in violation of this section, the parties agree that this Agreement will terminate and is void.

20. Law Compliance – The parties will comply with all applicable federal, state and local laws, rules, regulations and guidelines, and all applicable permit terms and conditions relative to performance under this Agreement except as defined in condition 5(a)(ii) above.

21. Recording – This Agreement may not be recorded but may be filed with the Clerk of the Circuit Court of Hillsborough County, Florida.

22. Financial Auditing – The District will have the right, at any reasonable time, to inspect and audit the books and financial records of the County and its licensees as they pertain to the County's performance under this Agreement.

23. Governing Law – This Agreement will be construed and enforced in accordance with the Laws of the State of Florida.

24. Notices – Any and all notices, requests or other communications relating to this Agreement, or the performance of the parties hereto will be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid. Such written notice will be addressed as follows:

To the County: Hillsborough County Conservation and Environmental Lands Management
Department
13173 North U.S. Highway 301
Thonotosassa, FL 33592
Attention: Director

With Copies to: Hillsborough County Board of County Commissioners
Post Office Box 1110
Tampa, FL 33601
Attention: Director, Facilities Management and Real Estate Services
Department

To the District: Southwest Florida Water Management District
Attention: Land Resources Manager
2379 Broad Street
Brooksville, Florida 34604-6899

25. Effective Date of Agreement – This Agreement will be effective upon the date of approval of both the Board of County Commissioners of Hillsborough County and the Governing Board of the Southwest Florida Water Management District, whichever is later.

26. Entire Agreement – This Agreement and the attached exhibits constitute the entire agreement between the parties, and unless otherwise provided herein, may be amended only in writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives have executed this Agreement on the day and year set forth next to their signatures below.

ATTEST:

**CINDY STUART
CLERK OF THE CIRCUIT COURT**

By: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF HILLSBOROUGH COUNTY, FLORIDA**

By: _____
Ken Hagan, Chairman

Date: _____

Approved as to form and legal sufficiency:

By: _____
Charlotte Diggs, Sr. Assistant County Attorney

DRAFT

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
E.D. Armstrong III, Chair

Attest: _____
John Mitten, Secretary

Date: _____

Reviewed as to form and legal sufficiency:

By: _____
Office of General Counsel

CONSENT AGENDA

April 23, 2024

General Counsel's Report: Approval of Memorandum of Agreement with Sarasota County for Regional Offsite Mitigation Areas and Release of Conservation Easement for ERP No. 43027077.026 – Fox Creek ROMA Phase 2 – Sarasota

The term “offsite regional mitigation” is defined in Section 373.403, F.S., as mitigation on an area of land off the site of an activity permitted under this part, where an applicant proposes to mitigate the adverse impacts of only the applicant’s specific activity as a requirement of the permit, which provides regional ecological value, and which is not a mitigation bank permitted under Section 373.4136, F.S. A regional offsite mitigation area (ROMA) is an environmental creation, preservation, enhancement, or restoration project for which money is donated or paid for offsite regional mitigation that is sponsored by the Department of Environmental Protection, a WMD, or a local government. Section 373.4136(6), F.S., requires that ROMAs that provide mitigation for 5 or more applications for Environmental Resource Permits (ERPs) or for 35 or more acres of adverse impacts must be established and operated under a memorandum of agreement (MOA).

Sarasota County (County) has three permitted ROMAs: Fox Creek ROMA, which was first permitted in 2005 and covers 140 acres; Myakka River ROMA, which was first permitted in 2008 and covers 52.23 acres; and Curry Creek ROMA, which was first permitted in 2005 and covers 11.79 acres. When these ROMAs were permitted, none, individually or collectively, tripped the statutory threshold requiring an MOA. Recently, the County applied for approval of a second phase of the Fox Creek ROMA. During the review of that ERP application, it became apparent that the County tripped the threshold requiring an MOA to address the operation of all its ROMAs. District and County staff worked together to develop a draft MOA during the permit review process, which is provided for the Governing Board’s review as an exhibit to this recap. ERP No. 43027077.026, approving Phase 2 of the Fox Creek ROMA, was issued on November 27, 2023. The ERP contained a condition requiring the execution of an MOA by the County and the District within 90 days of permit issuance.

In addition, ERP No. 43027077.026 required that the District release the existing Conservation Easement (CE) over the Fox Creek ROMA within 90 days of permit issuance and that the County convey a new CE to the District within 180 days of permit issuance. The new CE is needed to correct errors in the original CE and to add a small area to the ROMA. The resolution of this issue will be effectuated via the Governing Board executing a Release of Conservation Easement and Quitclaim Deed and the County Commission executing a new Conservation Easement in favor of the District. The draft Release of Conservation Easement and Quitclaim Deed is provided for the Governing Board’s review as an exhibit to this recap.

The County Commission will consider the approval of the MOA and the execution of the new CE at its April 9, 2024, meeting. District staff anticipates that the county will execute both items prior to the next Governing Board meeting.

Staff Recommendation:

1. Approve and execute the Memorandum of Agreement with Sarasota County for its Regional Offsite Mitigation Areas.
2. Approve, accept, and execute the attached Release of Conservation Easement and Quit Claim Deed for the Fox Creek ROMA.

Presenter:

Adrienne Vining, Lead Assistant General Counsel, Office of General Counsel

Prepared by and return to:
Sarasota County Government
Planning and Development Services/Property Management
1660 Ringling Boulevard
Sarasota, Florida 34236

Sec/Twp/Rng 20/38S/19E
P.I.D. # 0362001004

RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM DEED

This **RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM DEED** is made and executed this _____ day of _____, 202 , by SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the “District”, having an address of 2379 Broad Street (U.S. Highway 41 South), Brooksville, Florida 34604.

WHEREAS, SARASOTA COUNTY, a political subdivision of the State of Florida, the “County”, granted the District a Conservation Easement dated May 23, 2006, in the Official Records of Sarasota County, Florida as Instrument #2006098596, hereinafter referred to as the “Conservation Easement”; and

WHEREAS, said Conservation Easement relates to the property described in Exhibit “A” attached hereto; and

WHEREAS, the County is the owner of the property described in Exhibit “A”; and

WHEREAS, U.S. Army Corps of Engineers, hereinafter “Corps” has third party enforcement rights with the Conservation Easement; and

WHEREAS, the District agrees to release the property described in Exhibit “A” from said Conservation Easement and the County has agreed to grant the District, and the District has agreed to accept a new Conservation Easement across the property with the Corps having third party enforcement rights; and

NOW, THEREFORE, the above recitations being hereby incorporated by reference, the

District hereby voluntarily releases, discharges, and vacates the Conservation Easement on the property described in the attached Exhibit "A", and remises, releases and quitclaims all the right, title, interest claim, and demand conveyed to the District by the Conservation Easement, the lands described in the attached Exhibit "A" are hereby forever discharged from the terms and conditions of the said Conservation Easement.

IN WITNESS WHEREOF, the District has caused this Release of Conservation Easement and Quitclaim Deed to be executed in its name and its official seal affixed hereto by its Governing Board on this ____ day of _____, 2023.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, a public corporation
of the State of Florida

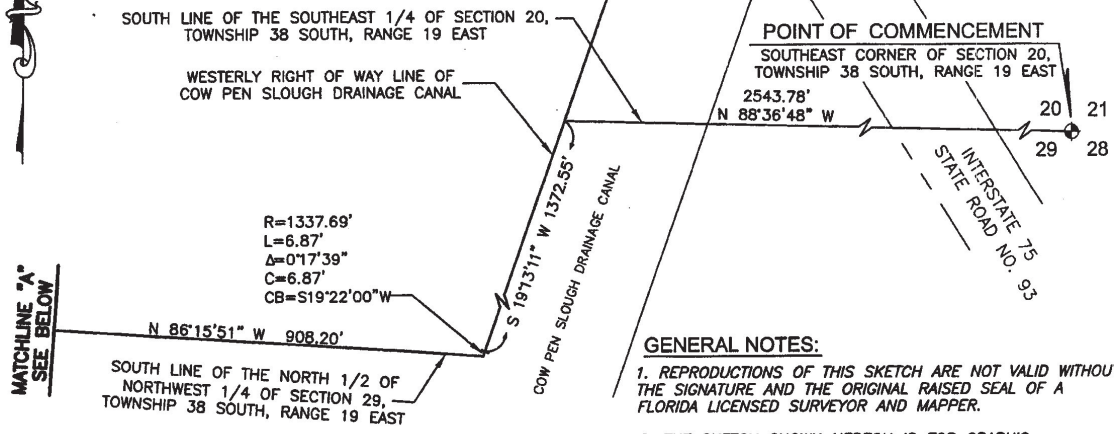
By: _____
E.D. Armstrong III Chair

ATTEST:

John Mitten, Secretary

SECTIONS 20, 29 AND 30, TOWNSHIP 38 SOUTH, RANGE 19 EAST,
SARASOTA COUNTY, FLORIDA

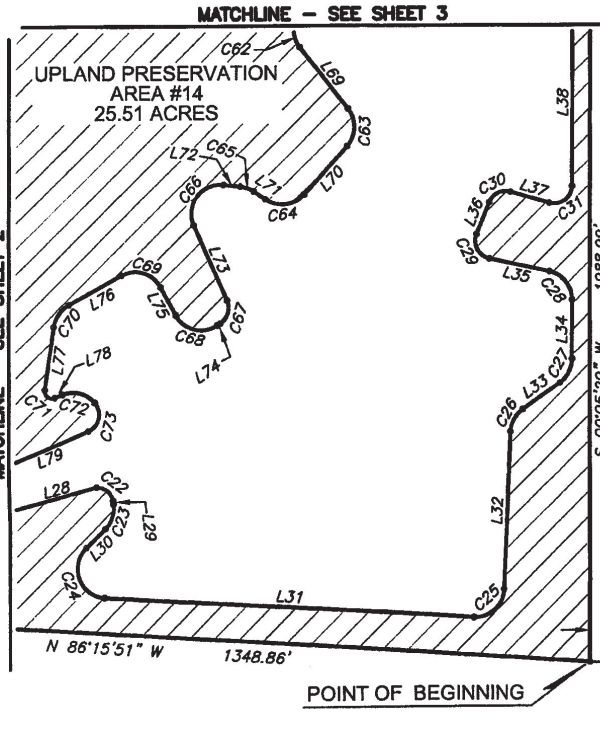
0 100' 200'
GRAPHIC SCALE
SCALE: 1" = 200'



R=1337.69'
L=6.87'
Δ=0°17'39"
C=6.87'
CB=S19°22'00"W

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 20,
TOWNSHIP 38 SOUTH, RANGE 19 EAST
2543.78'
N 88°36'48" W

- GENERAL NOTES:**
1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 2. THE SKETCH SHOWN HEREON IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
 3. CORNER MONUMENTS WERE NOT SET IN CONJUNCTION WITH THE PREPARATION OF THIS DRAWING.
 4. LEGAL DESCRIPTION PREPARED BY PBS&J, LB 24.
 5. BEARINGS SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY PREPARED BY BRITT SURVEYING, INC., DATED JANUARY 29, 2004, JOB NUMBER 04-01-41 WHICH REFERS TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983 (1990 ADJUSTMENT).



CERTIFICATION:
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS SKETCH AND LEGAL DESCRIPTION NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL.


For PBS&J, Licensed Business 024
James E. Godfrey
James E. Godfrey, P.L.S. #4341
Florida Registered Surveyor

CENTERLINE OF POWER TRANSMISSION LINES AS SHOWN ON THE BOUNDARY SURVEY BY BRITT SURVEYING, INC., DATED JANUARY 29, 2004, JOB NUMBER 04-01-41

POINT OF BEGINNING
N 86°15'51" W 908.20'
SOUTH LINE OF THE NORTH 1/2 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST

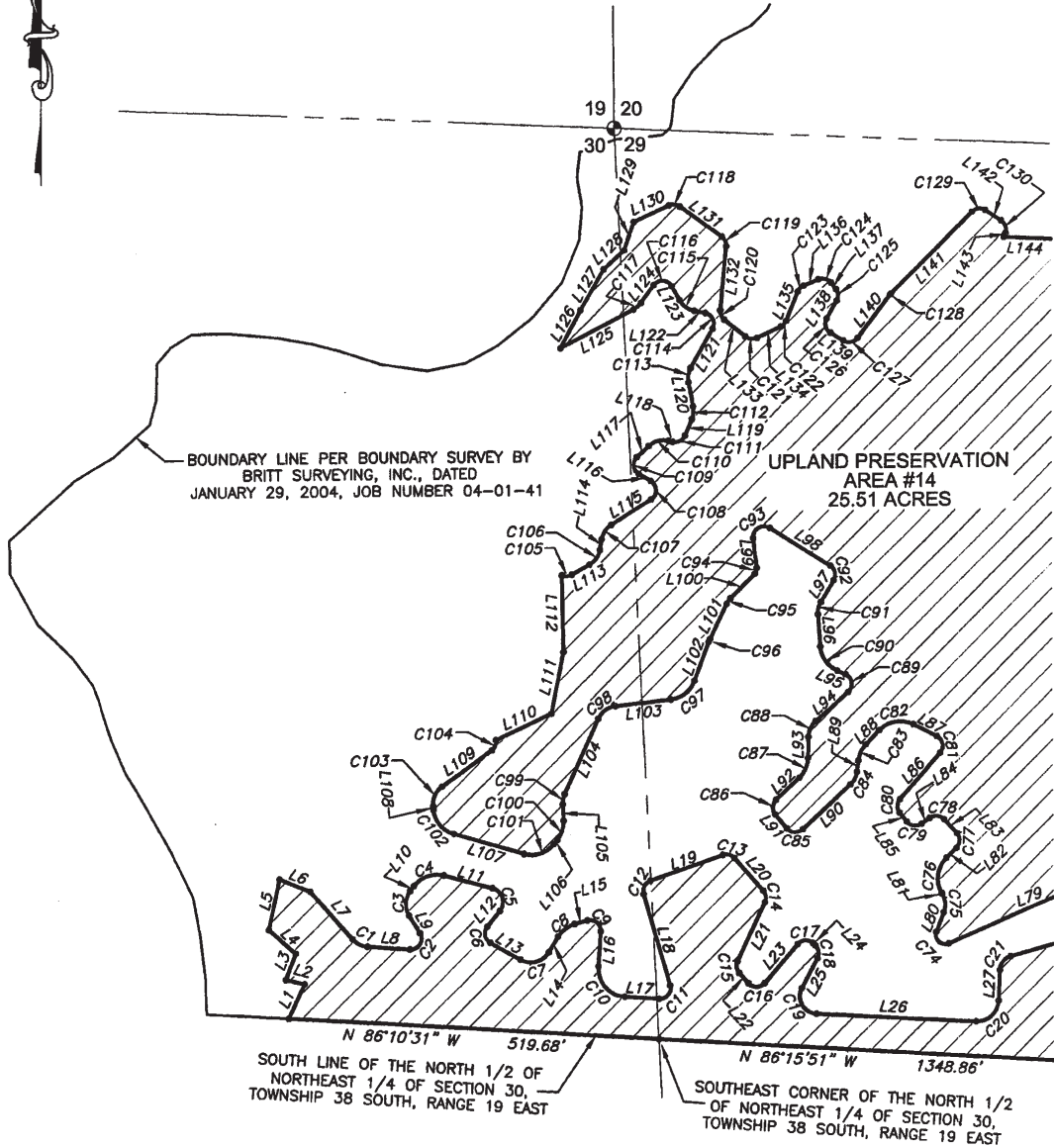
L:\Survey\04011FoxCreek\dwg\UplandSketch-Area14.dwg

NOTE: SEE SHEETS 4 & 5 FOR LINE & CURVE DATA.

 Engineers, Planners & Surveyors 5300 West Cypress Street, Suite 200 Tampa, Florida 33607-1784 Ph. (813) 282-7275 POST BUCKLEY SCOTT & HERNIMAN INC.	Job No: 120543.00	Date 01-11-04
	Scale: 1" = 200'	Rev. 02-03-05
	Drawn By: DJA	Checked By: DMC
	SHEET 1 OF 10	

SECTIONS 20, 29 AND 30, TOWNSHIP 38 SOUTH, RANGE 19 EAST,
SARASOTA COUNTY, FLORIDA

0 100' 200'
GRAPHIC SCALE
SCALE: 1" = 200'



BOUNDARY LINE PER BOUNDARY SURVEY BY
BRITT SURVEYING, INC., DATED
JANUARY 29, 2004, JOB NUMBER 04-01-41

UPLAND PRESERVATION
AREA #14
25.51 ACRES

SOUTH LINE OF THE NORTH 1/2 OF
NORTHEAST 1/4 OF SECTION 30,
TOWNSHIP 38 SOUTH, RANGE 19 EAST

SOUTHEAST CORNER OF THE NORTH 1/2
OF NORTHEAST 1/4 OF SECTION 30,
TOWNSHIP 38 SOUTH, RANGE 19 EAST

MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 1

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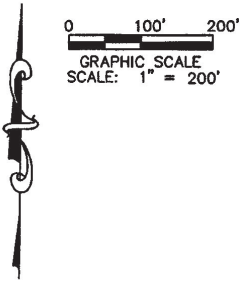
NOTE: SEE SHEETS 4 & 5 FOR LINE & CURVE DATA.

PBSJ
POST BUCKLEY SCOTT & JERROGAN INC.
Engineers, Planners & Surveyors
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200 Tampa, Florida 33607-1784
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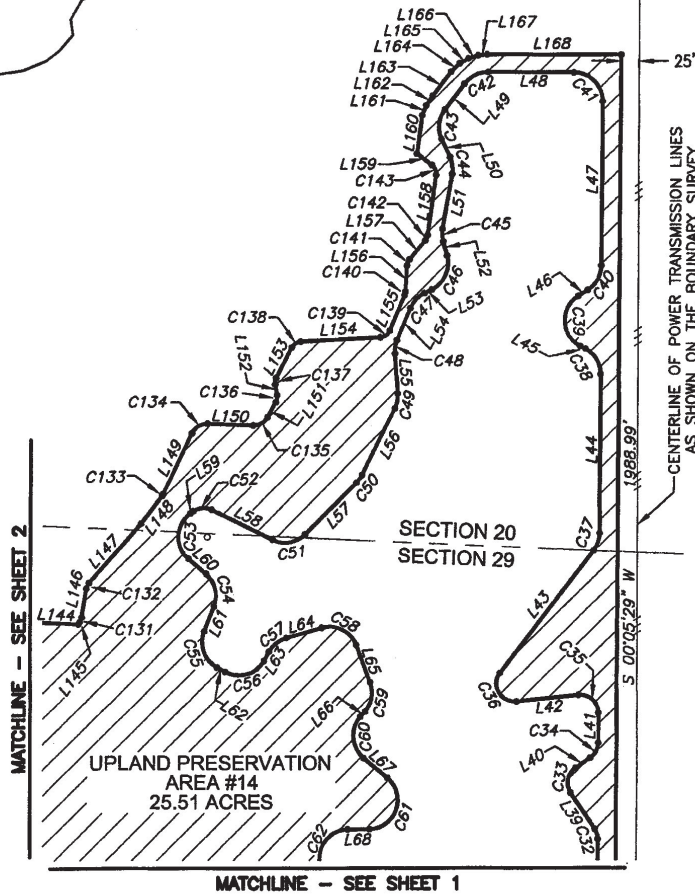
SHEET 2 OF 10

Job No:	120543.00	Date:	01-11-04
Scale:	1" = 200'	Rev.:	02-03-05
Drawn By:	DJA	Checked By:	DMC

SECTIONS 20, 29 AND 30, TOWNSHIP 38 SOUTH, RANGE 19 EAST,
SARASOTA COUNTY, FLORIDA



BOUNDARY LINE PER BOUNDARY SURVEY BY
BRITT SURVEYING, INC., DATED
JANUARY 29, 2004, JOB NUMBER 04-01-41



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NOTE: SEE SHEETS 4 & 5 FOR LINE & CURVE DATA.



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SHEET 3 OF 10

Job No:	120543.00	Date:	01-11-04
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LINE TABLE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N24°19'24"E	53.08'	L57	S45°20'42"W	100.74'	L113	N60°37'44"E	28.98'
L2	N76°22'39"W	26.35'	L58	N64°17'32"W	94.78'	L114	N10°25'52"E	15.38'
L3	N20°44'49"E	38.80'	L59	S53°50'45"W	4.84'	L115	N57°58'42"E	66.20'
L4	N47°46'33"W	50.07'	L60	S49°39'51"E	32.32'	L116	N59°24'30"W	19.61'
L5	N12°21'19"E	71.51'	L61	S21°33'18"W	37.13'	L117	N47°13'32"E	22.49'
L6	S67°53'48"E	45.67'	L62	S61°30'10"E	12.94'	L118	S75°31'16"E	5.86'
L7	S40°42'33"E	89.00'	L63	N29°39'02"E	14.90'	L119	N22°17'37"E	24.52'
L8	S85°37'51"E	59.58'	L64	N73°55'24"E	51.97'	L120	N10°50'01"W	33.92'
L9	N31°25'06"W	29.11'	L65	S20°56'57"E	55.46'	L121	N29°14'10"E	62.42'
L10	N37°45'38"E	8.63'	L66	S41°22'05"W	9.50'	L122	N78°34'19"W	15.44'
L11	S75°13'20"E	70.50'	L67	S50°24'42"E	43.49'	L123	N28°42'00"W	22.83'
L12	S39°48'15"W	28.08'	L68	S89°19'48"W	30.80'	L124	S36°09'09"W	31.10'
L13	S60°41'07"E	49.01'	L69	S38°03'04"E	107.45'	L125	S62°37'05"W	115.85'
L14	N31°45'53"E	25.07'	L70	S41°18'45"W	89.55'	L126	N27°58'57"E	60.18'
L15	N74°47'18"E	18.63'	L71	N54°42'38"W	19.08'	L127	N30°08'42"E	65.69'
L16	S04°12'38"W	49.13'	L72	N83°50'07"W	23.07'	L128	N47°22'18"E	39.49'
L17	S85°48'46"E	48.59'	L73	S23°44'25"E	113.86'	L129	N19°19'06"E	41.52'
L18	N15°56'48"W	132.93'	L74	S57°07'42"W	5.35'	L130	N64°42'57"E	54.33'
L19	N70°58'28"E	107.43'	L75	N28°41'59"W	43.98'	L131	S53°33'54"E	72.59'
L20	S40°45'41"E	60.77'	L76	S61°23'30"W	83.43'	L132	S05°28'40"W	89.92'
L21	S25°14'56"W	90.78'	L77	S08°17'08"W	88.35'	L133	S05°27'40"E	38.04'
L22	S42°01'50"E	19.43'	L78	N68°31'56"E	11.26'	L134	N64°36'42"E	37.04'
L23	N40°34'56"E	70.07'	L79	S66°54'56"W	269.72'	L135	N21°41'51"E	43.31'
L24	S45°34'25"E	4.25'	L80	N21°18'20"E	29.13'	L136	N66°55'26"E	22.39'
L25	S28°09'48"W	46.56'	L81	N30°25'13"W	1.18'	L137	S36°52'21"E	11.07'
L26	S86°35'51"E	222.98'	L82	N46°10'28"E	19.52'	L138	S29°46'07"W	28.19'
L27	N02°14'04"E	42.74'	L83	N42°03'41"W	27.07'	L139	S57°41'14"E	21.21'
L28	N75°01'34"E	174.74'	L84	S54°11'38"W	13.94'	L140	N36°54'39"E	75.24'
L29	S07°45'00"E	4.87'	L85	N37°03'54"W	16.01'	L141	N45°03'22"E	160.72'
L30	S46°00'29"W	37.50'	L86	N40°40'58"E	85.85'	L142	S56°38'28"E	26.44'
L31	S86°32'17"E	511.01'	L87	N62°23'35"W	36.64'	L143	S21°11'27"W	5.94'
L32	N02°28'15"E	219.08'	L88	S43°22'40"W	26.98'	L144	S87°10'12"E	115.38'
L33	N54°57'49"E	63.36'	L89	S07°09'29"W	15.81'	L145	N35°23'15"E	3.37'
L34	N00°05'29"E	81.86'	L90	S46°55'22"W	91.22'	L146	N09°02'02"E	40.83'
L35	N77°52'25"W	85.95'	L91	N38°28'12"W	25.74'	L147	N40°50'13"E	108.56'
L36	N21°42'06"E	47.60'	L92	N46°06'25"E	44.76'	L148	N37°22'27"E	47.84'
L37	S73°31'46"E	56.16'	L93	N01°20'55"E	29.28'	L149	N25°03'36"E	92.03'
L38	N00°05'29"E	243.49'	L94	N48°32'35"E	61.00'	L150	S88°12'49"E	63.73'
L39	N33°46'17"W	60.05'	L95	N65°34'15"W	12.56'	L151	N29°10'56"E	24.19'
L40	N55°22'57"E	24.83'	L96	N03°55'53"W	45.04'	L152	N09°51'35"W	15.16'
L41	N00°05'29"E	41.92'	L97	N30°23'55"E	35.55'	L153	N26°56'06"E	47.16'
L42	S84°00'03"W	85.85'	L98	N57°03'09"W	99.95'	L154	N86°58'55"E	111.92'
L43	N36°59'00"E	212.65'	L99	S06°23'57"E	42.57'	L155	N22°54'14"E	53.01'
L44	N00°05'29"E	219.51'	L100	S44°29'01"W	47.78'	L156	N03°10'52"E	35.58'
L45	N62°08'45"W	8.15'	L101	S25°57'37"W	54.37'	L157	N39°40'53"E	34.20'
L46	N57°46'55"E	15.03'	L102	S20°10'12"W	57.51'	L158	N07°33'50"E	83.14'
L47	N00°05'29"E	227.35'	L103	S83°52'16"W	78.78'	L159	N53°09'06"W	26.09'
L48	N89°56'28"W	118.06'	L104	S24°25'51"W	115.80'	L160	N07°36'28"E	54.12'
L49	S36°45'08"W	45.20'	L105	S02°28'14"E	23.36'	L161	N20°54'23"E	14.42'
L50	S25°14'06"E	27.20'	L106	S39°48'15"W	8.42'	L162	N34°14'57"E	16.54'
L51	S09°37'25"W	76.46'	L107	N73°42'12"W	102.57'	L163	N36°45'08"E	41.25'
L52	S15°59'58"E	20.04'	L108	N05°25'19"W	4.96'	L164	N45°05'18"E	16.58'
L53	S63°35'49"W	11.74'	L109	N54°20'07"E	86.51'	L165	N59°29'53"E	14.33'
L54	S22°43'15"W	47.83'	L110	N65°15'55"E	86.79'	L166	N71°50'55"E	14.13'
L55	S04°29'11"E	55.83'	L111	N11°29'09"E	87.50'	L167	N84°05'33"E	12.30'
L56	S26°27'35"W	102.24'	L112	N00°53'06"W	107.01'	L168	S89°57'46"E	184.40'

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SHEET 4 OF 10

Job No:	120543.00	Date	01-11-04
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DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 20, 29 AND 30, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE N88°36'48"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2543.78 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COW PEN SLOUGH DRAINAGE CANAL AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 17075-2406, SHEET 3, LAST REVISED 9/21/83 (INTERSTATE NO. 75 - STATE ROAD NO. 93); THENCE S19°13'11"W, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COW PEN SLOUGH DRAINAGE CANAL, 1372.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 1337.69 FEET, A CENTRAL ANGLE OF 00°17'39" AND A CHORD BEARING AND DISTANCE OF S19°22'00"W, 6.87 FEET; THENCE ALONG SAID CURVE 6.87 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST; THENCE N86°15'51"W, ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, A DISTANCE OF 908.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N86°15'51"W, ALONG SAID SOUTH LINE, 1348.86 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 SOUTH, RANGE 19 EAST; THENCE N86°10'31"W, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, A DISTANCE OF 519.68 FEET; THENCE N24°19'24"E, 53.08 FEET; THENCE N76°22'39"W, 26.35 FEET; THENCE N20°44'49"E, 38.80 FEET; THENCE N47°46'33"W, 50.07 FEET; THENCE N12°21'19"E, 71.51 FEET; THENCE S67°53'48"E, 45.67 FEET; THENCE S40°42'33"E, 89.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 44°55'18"; THENCE ALONG SAID CURVE 23.52 FEET TO A POINT OF TANGENCY; THENCE S85°37'51"E, 59.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 125°47'15"; THENCE ALONG SAID CURVE 32.93 FEET TO A POINT OF TANGENCY; THENCE N31°25'06"W, 29.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 69°10'44"; THENCE ALONG SAID CURVE 36.22 FEET TO A POINT OF TANGENCY; THENCE N37°45'38"E, 8.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 67°01'02"; THENCE ALONG SAID CURVE 46.79 FEET TO A POINT OF TANGENCY; THENCE S75°13'20"E, 70.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 115°01'35"; THENCE ALONG SAID CURVE 40.15 FEET TO A POINT OF TANGENCY; THENCE S39°48'15"W, 28.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 100°29'22"; THENCE ALONG SAID CURVE 26.31 FEET TO A POINT OF TANGENCY; THENCE S60°41'07"E, 49.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 87°33'00"; THENCE ALONG SAID CURVE 45.84 FEET TO A POINT OF TANGENCY; THENCE N31°45'53"E, 25.07 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 43°01'25"; THENCE ALONG SAID CURVE 30.04 FEET TO A POINT OF TANGENCY; THENCE N74°47'18"E, 18.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 109°25'20"; THENCE ALONG SAID CURVE 28.65 FEET TO A POINT OF TANGENCY; THENCE S04°12'38"W, 49.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 90°01'24"; THENCE ALONG SAID CURVE 62.85 FEET TO A POINT OF TANGENCY; THENCE S85°48'46"E, 48.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 110°08'02"; THENCE ALONG SAID CURVE 28.83 FEET TO A POINT OF TANGENCY; THENCE N15°56'48"W, 132.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 86°55'16"; THENCE ALONG SAID CURVE 22.76 FEET TO A POINT OF TANGENCY; THENCE N70°58'28"E, 107.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 68°15'51"; THENCE ALONG SAID CURVE 17.87 FEET TO A POINT OF TANGENCY; THENCE S40°45'41"E, 60.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 66°00'37"; THENCE ALONG SAID CURVE 17.28 FEET TO A POINT OF TANGENCY; THENCE S25°14'56"W, 90.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 67°16'46"; THENCE ALONG SAID CURVE 17.61 FEET TO A POINT OF TANGENCY; THENCE S42°01'50"E, 19.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 97°23'14"; THENCE ALONG SAID CURVE 25.50 FEET TO A POINT OF TANGENCY; THENCE N40°34'56"E, 70.07 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 93°50'39"; THENCE ALONG SAID CURVE 24.57 FEET TO A POINT OF TANGENCY; THENCE S45°34'25"E, 4.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 73°44'13"; THENCE ALONG SAID CURVE 19.30 FEET TO A POINT OF TANGENCY; THENCE S28°09'48"W, 46.56 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 114°45'39"; THENCE ALONG SAID CURVE 50.07 FEET TO A POINT OF TANGENCY; THENCE S86°35'51"E, 222.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 91°10'05"; THENCE ALONG SAID CURVE 47.74 FEET TO A POINT OF TANGENCY; THENCE N02°14'04"E, 42.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 21.00 FEET AND A CENTRAL ANGLE OF 72°47'30"; THENCE ALONG SAID CURVE 26.68 FEET TO A POINT OF TANGENCY; THENCE N75°01'34"E, 174.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHWEST HAVING A RADIUS OF 21.00 FEET AND A CENTRAL ANGLE OF 97°13'26"; THENCE ALONG SAID CURVE 35.63 FEET TO A POINT OF TANGENCY; THENCE S07°45'00"E, 4.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 53°45'29"; THENCE ALONG SAID CURVE 37.53 FEET TO A POINT OF TANGENCY; THENCE S46°00'29"W, 37.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 40.16 FEET AND A CENTRAL ANGLE OF 132°32'46"; THENCE ALONG SAID CURVE 92.90 FEET TO A POINT OF TANGENCY; THENCE S86°32'17"E, 511.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 90°59'28"; THENCE ALONG SAID CURVE 63.52 FEET TO A POINT OF TANGENCY;

(CONTINUED ON SHEET 7)

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SHEET 6 OF 10

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(CONTINUED FROM SHEET 6)

THENCE N02°28'15"E, 219.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 52°29'34"; THENCE ALONG SAID CURVE 36.65 FEET TO A POINT OF TANGENCY; THENCE N54°57'49"E, 63.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 54°52'20"; THENCE ALONG SAID CURVE 38.31 FEET TO A POINT OF TANGENCY; THENCE N00°05'29"E, 81.86 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHWEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 77°57'54"; THENCE ALONG SAID CURVE 54.43 FEET TO A POINT OF TANGENCY; THENCE N77°52'25"W, 85.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 99°34'31"; THENCE ALONG SAID CURVE 43.45 FEET TO A POINT OF TANGENCY; THENCE N21°42'06"E, 47.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 84°46'08"; THENCE ALONG SAID CURVE 36.99 FEET TO A POINT OF TANGENCY; THENCE S73°31'46"E, 56.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 106°22'45"; THENCE ALONG SAID CURVE 46.42 FEET TO A POINT OF TANGENCY; THENCE N00°05'29"E, 243.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 33°51'46"; THENCE ALONG SAID CURVE 14.78 FEET TO A POINT OF TANGENCY; THENCE N33°46'17"W, 60.05 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°09'14"; THENCE ALONG SAID CURVE 38.90 FEET TO A POINT OF TANGENCY; THENCE N55°22'57"E, 24.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 55°17'28"; THENCE ALONG SAID CURVE 24.13 FEET TO A POINT OF TANGENCY; THENCE N00°05'29"E, 41.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHWEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 96°05'26"; THENCE ALONG SAID CURVE 41.93 FEET TO A POINT OF TANGENCY; THENCE S84°00'03"W, 85.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 132°58'57"; THENCE ALONG SAID CURVE 58.02 FEET TO A POINT OF TANGENCY; THENCE N36°59'00"E, 212.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 36°53'31"; THENCE ALONG SAID CURVE 25.76 FEET TO A POINT OF TANGENCY; THENCE N00°05'29"E, 219.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 62°14'14"; THENCE ALONG SAID CURVE 43.45 FEET TO A POINT OF TANGENCY; THENCE N62°08'45"W, 8.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 119°55'40"; THENCE ALONG SAID CURVE 83.73 FEET TO A POINT OF TANGENCY; THENCE N57°46'55"E, 15.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 57°41'26"; THENCE ALONG SAID CURVE 40.28 FEET TO A POINT OF TANGENCY; THENCE N00°05'29"E, 227.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHWEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 90°01'57"; THENCE ALONG SAID CURVE 62.85 FEET TO A POINT OF TANGENCY; THENCE N89°56'28"W, 118.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 53°18'24"; THENCE ALONG SAID CURVE 37.22 FEET TO A POINT OF TANGENCY; THENCE S36°45'08"W, 45.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 61°59'14"; THENCE ALONG SAID CURVE 43.28 FEET TO A POINT OF TANGENCY; THENCE S25°14'06"E, 27.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 34°51'31"; THENCE ALONG SAID CURVE 24.34 FEET TO A POINT OF TANGENCY; THENCE S09°37'25"W, 76.46 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 25°37'23"; THENCE ALONG SAID CURVE 17.89 FEET TO A POINT OF TANGENCY; THENCE S15°59'58"E, 20.04 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 79°35'47"; THENCE ALONG SAID CURVE 55.57 FEET TO A POINT OF TANGENCY; THENCE S63°35'49"W, 11.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 40°52'34"; THENCE ALONG SAID CURVE 28.54 FEET TO A POINT OF TANGENCY; THENCE S22°43'15"W, 47.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 27°12'26"; THENCE ALONG SAID CURVE 18.99 FEET TO A POINT OF TANGENCY; THENCE S04°29'11"E, 55.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 30°56'46"; THENCE ALONG SAID CURVE 21.60 FEET TO A POINT OF TANGENCY; THENCE S26°27'35"W, 102.24 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 18°53'07"; THENCE ALONG SAID CURVE 13.18 FEET TO A POINT OF TANGENCY; THENCE S45°20'42"W, 100.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 70°21'46"; THENCE ALONG SAID CURVE 49.12 FEET TO A POINT OF TANGENCY; THENCE N64°17'32"W, 94.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 61°51'43"; THENCE ALONG SAID CURVE 26.99 FEET TO A POINT OF TANGENCY; THENCE S53°50'45"W, 4.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 103°30'36"; THENCE ALONG SAID CURVE 72.26 FEET TO A POINT OF TANGENCY; THENCE S49°39'51"E, 32.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 71°13'09"; THENCE ALONG SAID CURVE 49.72 FEET TO A POINT OF TANGENCY; THENCE S21°33'18"W, 37.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 83°03'28"; THENCE ALONG SAID CURVE 57.99 FEET TO A POINT OF TANGENCY; THENCE S61°30'10"E, 12.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 88°50'48"; THENCE ALONG SAID CURVE 62.03 FEET TO A POINT OF TANGENCY; THENCE N29°39'02"E, 14.90 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 44°16'22"; THENCE ALONG SAID CURVE 30.91 FEET TO A POINT OF TANGENCY; THENCE N73°55'24"E, 51.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHWEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 85°07'39"; THENCE ALONG SAID CURVE 59.43 FEET TO A POINT OF TANGENCY;

(CONTINUED ON SHEET 8)

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SHEET 7 OF 10

Job No:	120543.00	Date:	01-11-04
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Drawn By:	DJA	Checked By:	DMC

(CONTINUED FROM SHEET 7)

THENCE S20°56'57"E, 55.46 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 62°19'02"; THENCE ALONG SAID CURVE, 43.51 FEET TO A POINT OF TANGENCY; THENCE S41°22'05"W, 9.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 91°46'47"; THENCE ALONG SAID CURVE 64.07 FEET TO A POINT OF TANGENCY; THENCE S50°24'42"E, 43.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 139°44'30"; THENCE ALONG SAID CURVE 97.56 FEET TO A POINT OF TANGENCY; THENCE S89°19'48"W, 30.80 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 127°22'52"; THENCE ALONG SAID CURVE 88.93 FEET TO A POINT OF TANGENCY; THENCE S38°03'04"E, 107.45 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 79°21'49"; THENCE ALONG SAID CURVE 55.41 FEET TO A POINT OF TANGENCY; THENCE S41°18'45"W, 89.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 83°58'37"; THENCE ALONG SAID CURVE 58.63 FEET TO A POINT OF TANGENCY; THENCE N54°42'38"W, 19.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 29°07'29"; THENCE ALONG SAID CURVE 20.33 FEET TO A POINT OF TANGENCY; THENCE N83°50'07"W, 23.07 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 119°54'18"; THENCE ALONG SAID CURVE 83.71 FEET TO A POINT OF TANGENCY; THENCE S23°44'25"E, 113.86 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 80°52'07"; THENCE ALONG SAID CURVE 35.29 FEET TO A POINT OF TANGENCY; THENCE S57°07'42"W, 5.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 94°10'19"; THENCE ALONG SAID CURVE 65.74 FEET TO A POINT OF TANGENCY; THENCE N28°41'59"W, 43.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 89°54'31"; THENCE ALONG SAID CURVE 62.77 FEET TO A POINT OF TANGENCY; THENCE S61°23'30"W, 83.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 53°06'22"; THENCE ALONG SAID CURVE 37.08 FEET TO A POINT OF TANGENCY; THENCE S08°17'08"W, 88.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 119°45'12"; THENCE ALONG SAID CURVE 20.90 FEET TO A POINT OF TANGENCY; THENCE N68°31'56"E, 11.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 70°54'10"; THENCE ALONG SAID CURVE 49.50 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 107°28'50"; THENCE ALONG SAID CURVE 46.90 FEET TO A POINT OF TANGENCY; THENCE S66°54'56"W, 269.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 13.00 FEET AND A CENTRAL ANGLE OF 134°23'24"; THENCE ALONG SAID CURVE 30.49 FEET TO A POINT OF TANGENCY; THENCE N21°18'20"E, 29.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 51°43'33"; THENCE ALONG SAID CURVE 27.08 FEET TO A POINT OF TANGENCY; THENCE N30°25'13"W, 1.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 76°35'41"; THENCE ALONG SAID CURVE 53.47 FEET TO A POINT OF TANGENCY; THENCE N46°10'28"E, 19.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 88°14'09"; THENCE ALONG SAID CURVE 23.10 FEET TO A POINT OF TANGENCY; THENCE N42°03'41"W, 27.07 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 83°44'41"; THENCE ALONG SAID CURVE 21.92 FEET TO A POINT OF TANGENCY; THENCE S54°11'38"W, 13.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 88°44'28"; THENCE ALONG SAID CURVE 23.23 FEET TO A POINT OF TANGENCY; THENCE N37°03'54"W, 16.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 77°44'52"; THENCE ALONG SAID CURVE 20.35 FEET TO A POINT OF TANGENCY; THENCE N40°40'58"E, 85.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 103°04'33"; THENCE ALONG SAID CURVE 26.99 FEET TO A POINT OF TANGENCY; THENCE N62°23'35"W, 36.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 74°13'45"; THENCE ALONG SAID CURVE 51.82 FEET TO A POINT OF TANGENCY; THENCE S43°22'40"W, 26.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 36°13'11"; THENCE ALONG SAID CURVE 25.29 FEET TO A POINT OF TANGENCY; THENCE S07°09'29"W, 15.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 39°45'53"; THENCE ALONG SAID CURVE 20.82 FEET TO A POINT OF TANGENCY; THENCE S46°55'22"W, 91.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 94°36'26"; THENCE ALONG SAID CURVE 24.77 FEET TO A POINT OF TANGENCY; THENCE N38°28'12"W, 25.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 84°34'37"; THENCE ALONG SAID CURVE 22.14 FEET TO A POINT OF TANGENCY; THENCE N46°06'25"E, 44.76 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 44°45'30"; THENCE ALONG SAID CURVE 31.25 FEET TO A POINT OF TANGENCY; THENCE N01°20'55"E, 29.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 47°11'40"; THENCE ALONG SAID CURVE 24.71 FEET TO A POINT OF TANGENCY; THENCE N48°32'35"E, 61.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 114°06'50"; THENCE ALONG SAID CURVE 29.87 FEET TO A POINT OF TANGENCY; THENCE N65°34'15"W, 12.56 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 61°38'22"; THENCE ALONG SAID CURVE 43.03 FEET TO A POINT OF TANGENCY; THENCE N03°55'53"W, 45.04 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 34°19'48"; THENCE ALONG SAID CURVE 17.98 FEET TO A POINT OF TANGENCY; THENCE N30°23'55"E, 35.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 87°27'04";

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SHEET 8 OF 10


Job No:	120543.00	Date:	01-11-04
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Drawn By:	DJA	Checked By:	DMC

(CONTINUED FROM SHEET 8)

THENCE ALONG SAID CURVE 22.89 FEET TO A POINT OF TANGENCY; THENCE N57°03'09"W, 99.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 129°20'48"; THENCE ALONG SAID CURVE 33.86 FEET TO A POINT OF TANGENCY; THENCE S06°23'57"E, 42.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 50°52'58"; THENCE ALONG SAID CURVE 8.88 FEET TO A POINT OF TANGENCY; THENCE S44°29'01"W, 47.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 18°31'24"; THENCE ALONG SAID CURVE 9.70 FEET TO A POINT OF TANGENCY; THENCE S25°57'37"W, 54.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 05°47'25"; THENCE ALONG SAID CURVE 4.04 FEET TO A POINT OF TANGENCY; THENCE S20°10'12"W, 57.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 63°42'04"; THENCE ALONG SAID CURVE 44.47 FEET TO A POINT OF TANGENCY; THENCE S83°52'16"W, 78.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 59°26'25"; THENCE ALONG SAID CURVE 31.12 FEET TO A POINT OF TANGENCY; THENCE S24°25'51"W, 115.80 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 26°54'05"; THENCE ALONG SAID CURVE 14.09 FEET TO A POINT OF TANGENCY; THENCE S02°28'14"E, 23.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 42°16'29"; THENCE ALONG SAID CURVE 29.51 FEET TO A POINT OF TANGENCY; THENCE S39°48'15"W, 8.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 66°29'33"; THENCE ALONG SAID CURVE 46.42 FEET TO A POINT OF TANGENCY; THENCE N73°42'12"W, 102.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 68°16'53"; THENCE ALONG SAID CURVE 47.67 FEET TO A POINT OF TANGENCY; THENCE N05°25'19"W, 4.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 59°45'26"; THENCE ALONG SAID CURVE 31.29 FEET TO A POINT OF TANGENCY; THENCE N54°20'07"E, 86.51 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 63°22'57" AND A CHORD BEARING AND DISTANCE OF N23°38'38"E, 15.76 FEET; THENCE ALONG SAID CURVE 16.59 FEET; THENCE N65°15'55"E, 86.79 FEET; THENCE N11°29'09"E, 87.50 FEET; THENCE N00°53'06"W, 107.01 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED NORTH HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 54°07'55" AND A CHORD BEARING AND DISTANCE OF N87°41'42"E, 13.65 FEET; THENCE ALONG SAID CURVE 14.17 FEET TO A POINT OF TANGENCY; THENCE N60°37'44"E, 28.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 50°11'52"; THENCE ALONG SAID CURVE 26.28 FEET TO A POINT OF TANGENCY; THENCE N10°25'52"E, 15.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 47°32'50"; THENCE ALONG SAID CURVE 24.90 FEET TO A POINT OF TANGENCY; THENCE N57°58'42"E, 66.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 117°23'12"; THENCE ALONG SAID CURVE 30.73 FEET TO A POINT OF TANGENCY; THENCE N59°24'30"W, 19.61 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 106°38'02"; THENCE ALONG SAID CURVE 27.92 FEET TO A POINT OF TANGENCY; THENCE N47°13'32"E, 22.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 57°15'12"; THENCE ALONG SAID CURVE 29.98 FEET TO A POINT OF TANGENCY; THENCE S75°31'16"E, 5.86 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 82°11'07"; THENCE ALONG SAID CURVE 21.52 FEET TO A POINT OF TANGENCY; THENCE N22°17'37"E, 24.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33°07'38"; THENCE ALONG SAID CURVE 17.35 FEET TO A POINT OF TANGENCY; THENCE N10°50'01"W, 33.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 40°04'11"; THENCE ALONG SAID CURVE 20.98 FEET TO A POINT OF TANGENCY; THENCE N29°14'10"E, 62.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 107°48'29"; THENCE ALONG SAID CURVE 28.22 FEET TO A POINT OF TANGENCY; THENCE N78°34'19"W, 15.44 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 49°52'19"; THENCE ALONG SAID CURVE 26.11 FEET TO A POINT OF TANGENCY; THENCE N28°42'00"W, 22.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 115°08'51"; THENCE ALONG SAID CURVE 30.15 FEET TO A POINT OF TANGENCY; THENCE S36°09'09"W, 31.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 26°27'56"; THENCE ALONG SAID CURVE 13.86 FEET TO A POINT OF TANGENCY; THENCE S62°37'05"W, 115.85 FEET; THENCE N27°58'57"E, 60.18 FEET; THENCE N30°08'42"E, 65.69 FEET; THENCE N47°22'18"E, 39.49 FEET; THENCE N19°19'06"E, 41.52 FEET; THENCE N64°42'57"E, 54.33 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 61°43'09"; THENCE ALONG SAID CURVE 16.16 FEET TO A POINT OF TANGENCY; THENCE S53°33'54"E, 72.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 59°02'34"; THENCE ALONG SAID CURVE 15.46 FEET TO A POINT OF TANGENCY; THENCE S05°28'40"W, 89.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 55°56'20"; THENCE ALONG SAID CURVE 14.64 FEET TO A POINT OF TANGENCY; THENCE S50°27'40"E, 38.04 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 64°55'38"; THENCE ALONG SAID CURVE 17.00 FEET TO A POINT OF TANGENCY; THENCE N64°36'42"E, 37.04 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 42°54'51"; THENCE ALONG SAID CURVE 11.23 FEET TO A POINT OF TANGENCY; THENCE N21°41'51"E, 43.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 45°13'35"; THENCE ALONG SAID CURVE 11.84 FEET TO A POINT OF TANGENCY;

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(CONTINUED ON SHEET 10)

 Engineers, Planners & Surveyors 5300 West Cypress Street, Suite 200 Tampa, Florida 33607-1784 Ph. (813) 282-7275	Job No: 120543.00	Date 01-11-04
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	Drawn By: DJA	Checked By: DMC


SHEET 9 OF 10

(CONTINUED FROM SHEET 9)

THENCE N66°55'26"E, 22.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 76°12'13"; THENCE ALONG SAID CURVE 19.95 FEET TO A POINT OF TANGENCY; THENCE S36°52'21"E, 11.07 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 66°38'28"; THENCE ALONG SAID CURVE 17.45 FEET TO A POINT OF TANGENCY; THENCE S29°46'07"W, 28.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 87°27'21"; THENCE ALONG SAID CURVE 22.90 FEET TO A POINT OF TANGENCY; THENCE S57°41'14"E, 21.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 85°24'07"; THENCE ALONG SAID CURVE 22.36 FEET TO A POINT OF TANGENCY; THENCE N36°54'39"E, 75.24 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 08°08'43"; THENCE ALONG SAID CURVE 2.13 FEET TO A POINT OF TANGENCY; THENCE N45°03'22"E, 160.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 78°18'10"; THENCE ALONG SAID CURVE 20.50 FEET TO A POINT OF TANGENCY; THENCE S56°38'28"E, 26.44 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 77°49'55"; THENCE ALONG SAID CURVE 20.38 FEET TO A POINT OF TANGENCY; THENCE S21°11'27"W, 5.94 FEET; THENCE S87°10'12"E, 115.38 FEET; THENCE N35°23'15"E, 3.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 26°21'13"; THENCE ALONG SAID CURVE 6.90 FEET TO A POINT OF TANGENCY; THENCE N09°02'02"E, 40.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 31°48'11"; THENCE ALONG SAID CURVE 8.33 FEET TO A POINT OF TANGENCY; THENCE N40°50'13"E, 108.56 FEET; THENCE N37°22'27"E, 47.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 12°18'51"; THENCE ALONG SAID CURVE 3.22 FEET TO A POINT OF TANGENCY; THENCE N25°03'36"E, 92.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 66°43'35"; THENCE ALONG SAID CURVE 26.79 FEET TO A POINT OF TANGENCY; THENCE S88°12'49"E, 63.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 22.00 FEET AND A CENTRAL ANGLE OF 62°36'15"; THENCE ALONG SAID CURVE 24.04 FEET TO A POINT OF TANGENCY; THENCE N29°10'56"E, 24.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 39°02'31"; THENCE ALONG SAID CURVE 10.22 FEET TO A POINT OF TANGENCY; THENCE N09°51'35"W, 15.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 36°47'41"; THENCE ALONG SAID CURVE 9.63 FEET TO A POINT OF TANGENCY; THENCE N26°56'06"E, 47.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 60°02'49"; THENCE ALONG SAID CURVE 15.72 FEET TO A POINT OF TANGENCY; THENCE N86°58'55"E, 111.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 64°04'41"; THENCE ALONG SAID CURVE 16.78 FEET TO A POINT OF TANGENCY; THENCE N22°54'14"E, 53.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 19°43'22"; THENCE ALONG SAID CURVE 5.16 FEET TO A POINT OF TANGENCY; THENCE N03°10'52"E, 35.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 36°30'01"; THENCE ALONG SAID CURVE 9.56 FEET TO A POINT OF TANGENCY; THENCE N39°40'53"E, 34.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 32°07'03"; THENCE ALONG SAID CURVE 8.41 FEET TO A POINT OF TANGENCY; THENCE N07°33'50"E, 83.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 60°42'56"; THENCE ALONG SAID CURVE 15.90 FEET TO A POINT OF TANGENCY; THENCE N53°09'06"W, 26.09 FEET; THENCE N07°36'28"E, 54.12 FEET; THENCE N20°54'23"E, 14.42 FEET; THENCE N34°14'57"E, 16.54 FEET; THENCE N36°45'08"E, 41.25 FEET; THENCE N45°05'18"E, 16.58 FEET; THENCE N59°29'53"E, 14.33 FEET; THENCE N71°50'55"E, 14.13 FEET; THENCE N84°05'33"E, 12.30 FEET; THENCE S89°57'46"E, 184.40 FEET TO A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF AN EXISTING POWER LINE AS SHOWN ON A BOUNDARY SURVEY BY BRITT SURVEYING, INC., DATED JANUARY 29, 2004, JOB NUMBER 04-01-41; THENCE S00°05'29"W, ALONG SAID LINE, 1988.99 FEET TO THE POINT OF BEGINNING.

SUBJECT LANDS CONTAINING 25.51 ACRES, MORE OR LESS.

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 POST BROCKLEY SCHUBB & BERNEGAN INC.	Engineers, Planners & Surveyors 5300 West Cypress Street, Suite 200 Tampa, Florida 33607-1784 Ph. (813) 282-7275	Job No: 120543.00 Scale: 1" = 200' Drawn By: DJA	Date 01-11-04 Rev: 02-03-05 Checked By: DMC
	SHEET 10 OF 10		

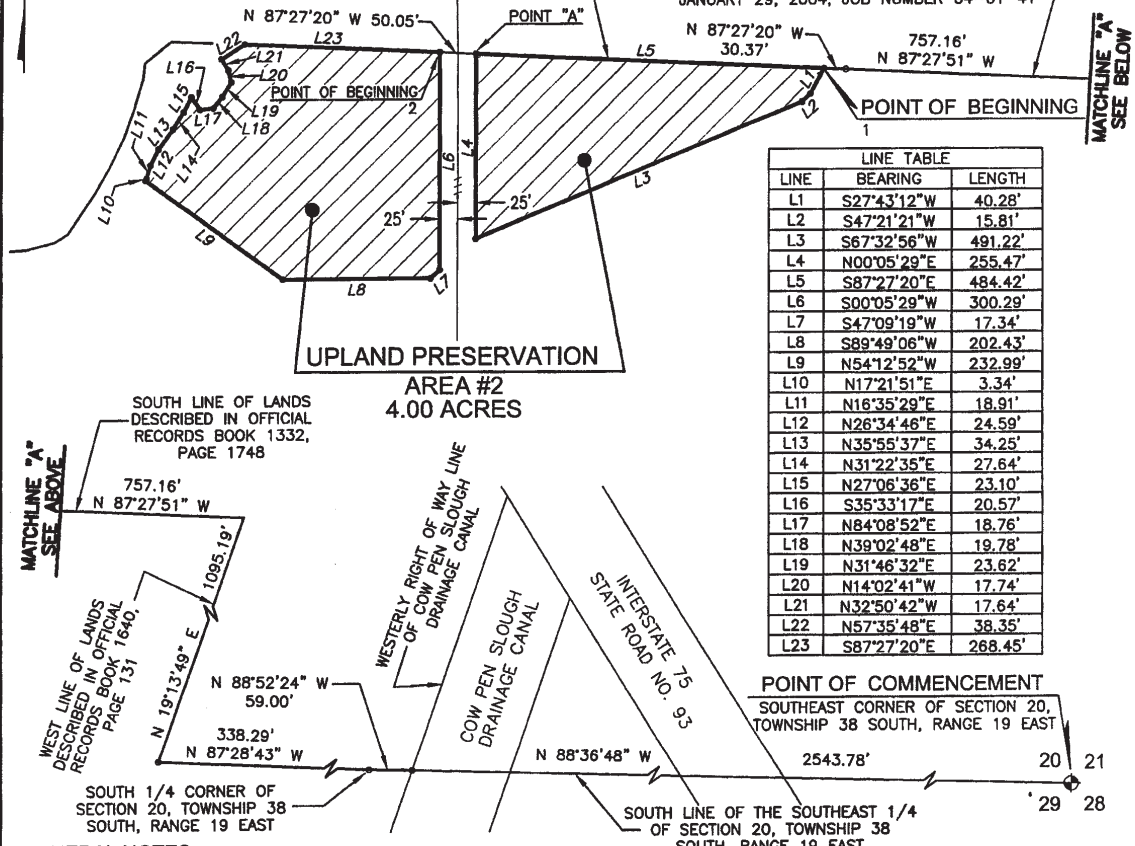
SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST,
SARASOTA COUNTY, FLORIDA

0 100' 200'
GRAPHIC SCALE
SCALE: 1" = 200'

CENTERLINE OF POWER TRANSMISSION
LINES AS SHOWN ON THE BOUNDARY
SURVEY BY BRITT SURVEYING, INC., DATED
JANUARY 29, 2004, JOB NUMBER
04-01-41

SOUTH LINE OF LANDS DESCRIBED IN
OFFICIAL RECORDS INSTRUMENT
#2001050660

BOUNDARY LINE PER BOUNDARY SURVEY BY
BRITT SURVEYING, INC., DATED
JANUARY 29, 2004, JOB NUMBER 04-01-41



LINE	BEARING	LENGTH
L1	S27°43'12"W	40.28'
L2	S47°21'21"W	15.81'
L3	S67°32'56"W	491.22'
L4	N00°05'29"E	255.47'
L5	S87°27'20"E	484.42'
L6	S00°05'29"W	300.29'
L7	S47°09'19"W	17.34'
L8	S89°49'06"W	202.43'
L9	N54°12'52"W	232.99'
L10	N17°21'51"E	3.34'
L11	N16°35'29"E	18.91'
L12	N26°34'46"E	24.59'
L13	N35°55'37"E	34.25'
L14	N31°22'35"E	27.64'
L15	N27°06'36"E	23.10'
L16	S35°33'17"E	20.57'
L17	N84°08'52"E	18.76'
L18	N39°02'48"E	19.78'
L19	N31°46'32"E	23.62'
L20	N14°02'41"W	17.74'
L21	N32°50'42"W	17.64'
L22	N57°35'48"E	38.35'
L23	S87°27'20"E	268.45'

GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE SKETCH SHOWN HEREON IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
3. CORNER MONUMENTS WERE NOT SET IN CONJUNCTION WITH THE PREPARATION OF THIS DRAWING.
4. LEGAL DESCRIPTION PREPARED BY PBS&J, LB 24.
5. THIS SKETCH AND THE BEARINGS SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY PREPARED BY BRITT SURVEYING, INC., DATED JANUARY 29, 2004, JOB NUMBER 04-01-41 WHICH REFERS TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983 (1990 ADJUSTMENT).

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS SKETCH AND LEGAL DESCRIPTION NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL.

For PBS&J, Licensed Business 024
James E. Godfrey, P.L.S. #4541
Florida Registered Surveyor

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<p>Engineers, Planners & Surveyors 5300 West Cypress Street, Suite 200 Tampa, Florida 33607-1784 Ph. (813) 282-7275</p>	Job No: 120543.00	Date 01-11-04
	Scale: 1" = 200'	Rev:
	Drawn By: DJA	Checked By: DMC
	SHEET 1 OF 2	

DESCRIPTION

PARCELS OF LAND LYING IN SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE N 88°36'48"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2543.78 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COW PEN SLOUGH DRAINAGE CANAL AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 17075-2406, SHEET 3, LAST REVISED 9/21/83 (INTERSTATE NO. 75 - STATE ROAD NO. 93); THENCE N88°52'24"W, 59.00 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 20; THENCE N87°28'43"W, 338.29 FEET TO THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1640, PAGE 131; THENCE N19°13'49"E, ALONG SAID WEST LINE, 1095.19 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1332, PAGE 1748; THENCE N87°27'51"W, ALONG SAID SOUTH LINE, 757.16 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2001050660; THENCE N87°27'20"W, ALONG SAID SOUTH LINE, 30.37 FEET TO THE POINT OF BEGINNING; THENCE S27°43'12"W, 40.28 FEET; THENCE S47°21'21"W, 15.81 FEET; THENCE S67°32'56"W, 491.22 FEET TO A LINE 25 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF AN EXISTING POWER LINE AS SHOWN ON A BOUNDARY SURVEY BY BRITT SURVEYING, INC., DATED JANUARY 29, 2004, JOB NUMBER 04-01-41; THENCE N00°05'29"E, ALONG SAID LINE, 255.47 FEET TO SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2001050660 AND A POINT HEREIN KNOWN AS POINT "A"; THENCE S87°27'20"E, ALONG SAID SOUTH LINE, 484.42 FEET TO THE POINT OF BEGINNING.

AND

COMMENCE AT THE ABOVE DESIGNATED POINT "A"; THENCE N87°27'20"W, ALONG SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2001050660, A DISTANCE OF 50.05 FEET TO THE POINT OF BEGINNING; THENCE S00°05'29"W, ALONG A LINE 25 FEET WEST OF AND PARALLEL WITH SAID CENTERLINE OF AN EXISTING POWER LINE, 300.29 FEET; THENCE S47°09'19"W, 17.34 FEET; THENCE S89°49'06"W, 202.43 FEET; THENCE N54°12'52"W, 232.99 FEET; THENCE N17°21'51"E, 3.34 FEET; THENCE N16°35'29"E, 18.91 FEET; THENCE N26°34'46"E, 24.59 FEET; THENCE N35°55'37"E, 34.25 FEET; THENCE N31°22'35"E, 27.64 FEET; THENCE N27°06'36"E, 23.10 FEET; THENCE S35°33'17"E, 20.57 FEET; THENCE N84°08'52"E, 18.76 FEET; THENCE N39°02'48"E, 19.78 FEET; THENCE N31°46'32"E, 23.62 FEET; THENCE N14°02'41"W, 17.74 FEET; THENCE N32°50'42"W, 17.64 FEET; THENCE N57°35'48"E, 38.35 FEET; THENCE S87°27'20"E, 268.45 FEET TO THE POINT OF BEGINNING.

SUBJECT LANDS CONTAINING 4.00 ACRES, MORE OR LESS.

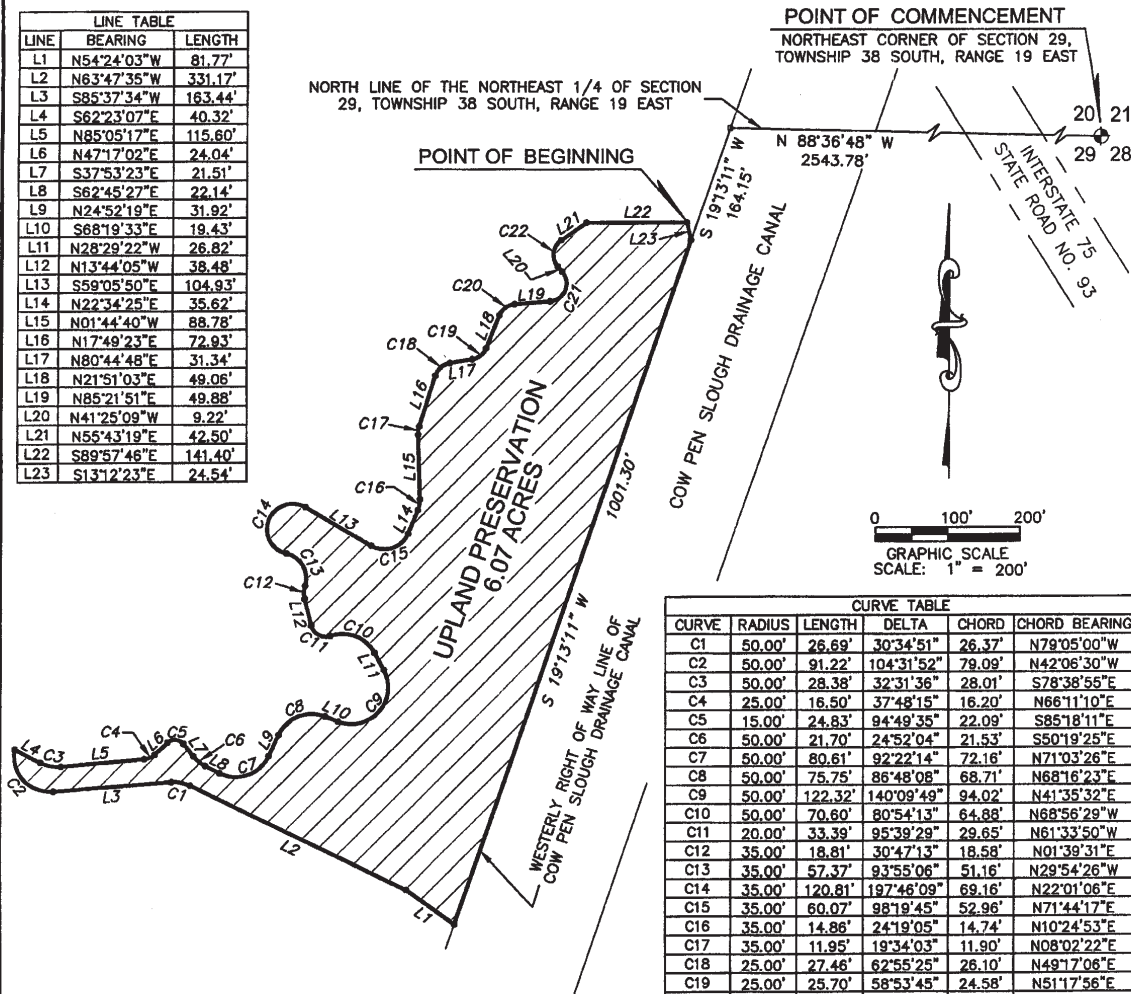
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SHEET 2 OF 2

SECTION 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST,
SARASOTA COUNTY, FLORIDA

LINE TABLE		
LINE	BEARING	LENGTH
L1	N54°24'03"W	81.77'
L2	N63°47'35"W	331.17'
L3	S85°37'34"W	163.44'
L4	S62°23'07"E	40.32'
L5	N85°05'17"E	115.60'
L6	N47°17'02"E	24.04'
L7	S37°53'23"E	21.51'
L8	S62°45'27"E	22.14'
L9	N24°52'19"E	31.92'
L10	S68°19'33"E	19.43'
L11	N28°29'22"W	26.82'
L12	N13°44'05"W	38.48'
L13	S59°05'50"E	104.93'
L14	N22°34'25"E	35.62'
L15	N01°44'40"W	88.78'
L16	N17°49'23"E	72.93'
L17	N80°44'48"E	31.34'
L18	N21°51'03"E	49.06'
L19	N85°21'51"E	49.88'
L20	N41°25'09"W	9.22'
L21	N55°43'19"E	42.50'
L22	S89°57'46"E	141.40'
L23	S13°12'23"E	24.54'



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	50.00'	26.69'	30°34'51"	26.37'	N79°05'00"W
C2	50.00'	91.22'	104°31'52"	79.09'	N42°06'30"W
C3	50.00'	28.38'	32°31'36"	28.01'	S78°38'55"E
C4	25.00'	16.50'	37°48'15"	16.20'	N66°11'10"E
C5	15.00'	24.83'	94°49'35"	22.09'	S85°18'11"E
C6	50.00'	21.70'	24°52'04"	21.53'	S50°19'25"E
C7	50.00'	80.61'	92°22'14"	72.16'	N71°03'26"E
C8	50.00'	75.75'	86°48'08"	68.71'	N68°16'23"E
C9	50.00'	122.32'	140°09'49"	94.02'	N41°35'32"E
C10	50.00'	70.60'	80°54'13"	64.88'	N68°56'29"W
C11	20.00'	33.39'	95°39'29"	29.65'	N61°33'50"W
C12	35.00'	18.81'	30°47'13"	18.58'	N01°39'31"E
C13	35.00'	57.37'	93°55'06"	51.16'	N29°54'26"W
C14	35.00'	120.81'	197°46'09"	69.16'	N22°01'06"E
C15	35.00'	60.07'	98°19'45"	52.96'	N71°44'17"E
C16	35.00'	14.86'	24°19'05"	14.74'	N10°24'53"E
C17	35.00'	11.95'	19°34'03"	11.90'	N08°02'22"E
C18	25.00'	27.46'	62°55'25"	26.10'	N49°17'06"E
C19	25.00'	25.70'	58°53'45"	24.58'	N51°17'56"E
C20	25.00'	27.71'	63°30'48"	26.32'	N53°36'27"E
C21	25.00'	55.32'	126°47'00"	44.70'	N21°58'21"E
C22	25.00'	42.39'	97°08'28"	37.49'	N07°09'05"E

GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE SKETCH SHOWN HEREON IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
3. CORNER MONUMENTS WERE NOT SET IN CONJUNCTION WITH THE PREPARATION OF THIS DRAWING.
4. LEGAL DESCRIPTION PREPARED BY PBS&J, LB 24.
5. THIS SKETCH AND THE BEARINGS SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY PREPARED BY BRITT SURVEYING, INC., DATED JANUARY 29, 2004, JOB NUMBER 04-01-41 WHICH REFERS TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983 (1990 ADJUSTMENT).

L:\Survey\04011FoxCreek\dwg\UplandSketch-4.dwg

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS SKETCH AND LEGAL DESCRIPTION NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL.

For PBS&J, Licensed Business 024

James E. Godfrey, P.L.S. #4541
Florida Registered Surveyor

PBS&J Engineers, Planners & Surveyors
5300 West Cypress Street, Suite 200
Tampa, Florida 33607-1784
Ph. (813) 282-7275

Job No:	120543.00	Date:	01-11-04
Scale:	1" = 200'	Rev:	
Drawn By:	DJA	Checked By:	DMC

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE N88°36'48"W, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 2543.78 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COW PEN SLOUGH DRAINAGE CANAL AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 17075-2406, SHEET 3, LAST REVISED 9/21/83 (INTERSTATE NO. 75 - STATE ROAD NO. 93); THENCE S19°13'11"W, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COW PEN SLOUGH DRAINAGE CANAL, 164.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE, S19°13'11"W, 1001.30 FEET; THENCE N54°24'03"W, 81.77 FEET; THENCE N63°47'35"W, 331.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 30°34'51"; THENCE ALONG THE ARC OF SAID CURVE 26.69 FEET TO THE POINT OF TANGENCY; THENCE S85°37'34"W, 163.44 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 104°31'52" AND A CHORD BEARING AND DISTANCE OF N42°06'30"W, 79.09 FEET; THENCE ALONG THE ARC OF SAID CURVE 91.22 FEET; THENCE S62°23'07"E, 40.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 32°31'36"; THENCE ALONG THE ARC OF SAID CURVE 28.38 FEET TO THE POINT OF TANGENCY; THENCE N85°05'17"E, 115.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 37°48'15"; THENCE ALONG THE ARC OF SAID CURVE 16.50 FEET TO THE POINT OF TANGENCY; THENCE N47°17'02"E, 24.04 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 94°49'35"; THENCE ALONG THE ARC OF SAID CURVE 24.83 FEET TO THE POINT OF TANGENCY; THENCE S37°53'23"E, 21.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 24°52'04"; THENCE ALONG THE ARC OF SAID CURVE 21.70 FEET TO THE POINT OF TANGENCY; THENCE S62°45'27"E, 22.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 92°22'14"; THENCE ALONG THE ARC OF SAID CURVE 80.61 FEET TO THE POINT OF TANGENCY; THENCE N24°52'19"E, 31.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE 86°48'08"; THENCE ALONG THE ARC OF SAID CURVE 75.75 FEET TO THE POINT OF TANGENCY; THENCE S68°19'33"E, 19.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 140°09'49"; THENCE ALONG THE ARC OF SAID CURVE 122.32 FEET TO THE POINT OF TANGENCY; THENCE N28°29'22"W, 26.82 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTH HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 80°54'13"; THENCE ALONG THE ARC OF SAID CURVE 70.60 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 95°39'29"; THENCE ALONG THE ARC OF SAID CURVE 33.39 FEET TO THE POINT OF TANGENCY; THENCE N13°44'05"W, 38.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 30°47'13"; THENCE ALONG THE ARC OF SAID CURVE 18.81 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 93°55'06"; THENCE ALONG THE ARC OF SAID CURVE 57.37 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 197°46'09"; THENCE ALONG THE ARC OF SAID CURVE 120.81 FEET TO THE POINT OF TANGENCY; THENCE S59°05'50"E, 104.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTH HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 98°19'45"; THENCE ALONG THE ARC OF SAID CURVE 60.07 FEET TO THE POINT OF TANGENCY; THENCE N22°34'25"E, 35.62 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE 24°19'05"; THENCE ALONG THE ARC OF SAID CURVE 14.86 FEET TO THE POINT OF TANGENCY; THENCE N01°44'40"W, 88.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS 35.00 FEET AND A CENTRAL ANGLE OF 19°34'03"; THENCE ALONG THE ARC OF SAID CURVE 11.95 FEET TO THE POINT OF TANGENCY; THENCE N17°49'23"E, 72.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 62°55'25"; THENCE ALONG THE ARC OF SAID CURVE 27.46 FEET TO THE POINT OF TANGENCY; THENCE N80°44'48"E, 31.34 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED NORTHWEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 58°53'45"; THENCE ALONG THE ARC OF SAID CURVE 25.70 FEET TO THE POINT OF TANGENCY; THENCE N21°51'03"E, 49.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 63°30'48"; THENCE ALONG THE ARC OF SAID CURVE 27.71 FEET TO THE POINT OF TANGENCY; THENCE N85°21'51"E, 49.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED WEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 126°47'00"; THENCE ALONG THE ARC OF SAID CURVE 55.32 FEET TO THE POINT OF TANGENCY; THENCE N41°25'09"W, 9.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 97°08'28"; THENCE ALONG THE ARC OF SAID CURVE 42.39 FEET TO THE POINT OF TANGENCY; THENCE N55°43'19"E, 42.50 FEET; THENCE S89°57'46"E, 141.40 FEET; THENCE S13°12'23"E, 24.54 FEET TO THE POINT OF BEGINNING.

SUBJECT LANDS CONTAINING 6.07 ACRES, MORE OR LESS.

L:\Survey\04011FoxCreek\dwg\UplandSketch-4.dwg



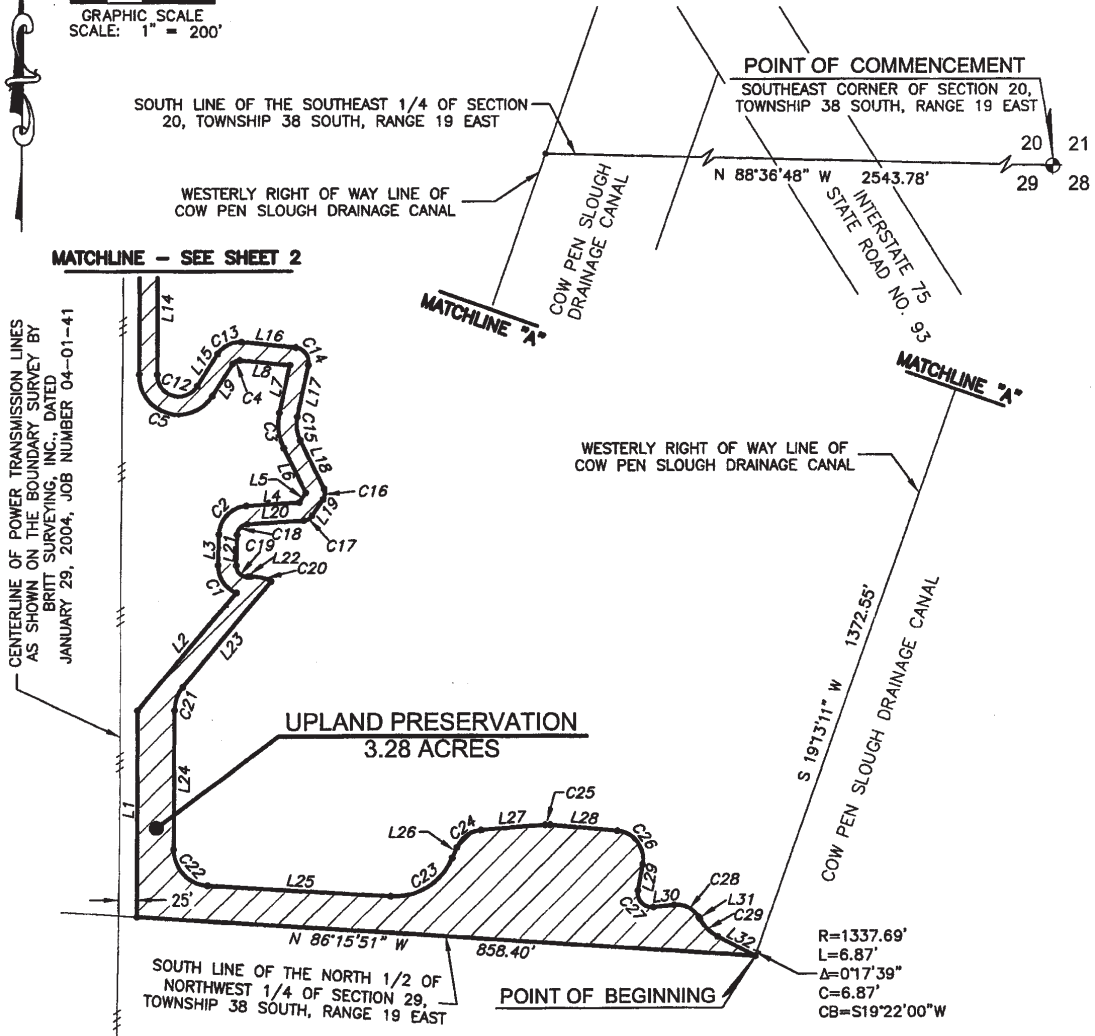
Engineers, Planners & Surveyors
5300 West Cypress Street, Suite
200 Tampa, Florida 33607-1784
Ph. (813) 282-7275

SHEET 2 OF 2

Job No:	120543.00	Date	01-11-04
Scale:	1" = 200'	Rev:	
Drawn By:	DJA	Checked By:	DMC

SECTIONS 20, AND 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST,
SARASOTA COUNTY, FLORIDA

0 100' 200'
GRAPHIC SCALE
SCALE: 1" = 200'



GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE SKETCH SHOWN HEREON IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
3. CORNER MONUMENTS WERE NOT SET IN CONJUNCTION WITH THE PREPARATION OF THIS DRAWING.
4. LEGAL DESCRIPTION PREPARED BY PBS&J, LB 24.
5. THIS SKETCH AND THE BEARINGS SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY PREPARED BY BRITT SURVEYING, INC., DATED JANUARY 29, 2004, JOB NUMBER 04-01-41 WHICH REFERS TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983 (1990 ADJUSTMENT).

L:\Survey\04011FoxCreek\dwg\UplandSketch-3.dwg

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS SKETCH AND LEGAL DESCRIPTION NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL.

For PBS&J, Licensed Business 024

James E. Godfrey
James E. Godfrey, P.L.S. #454
Florida Registered Surveyor

SEE SHEET 2 FOR LINE & CURVE DATA



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SHEET 1 OF 3

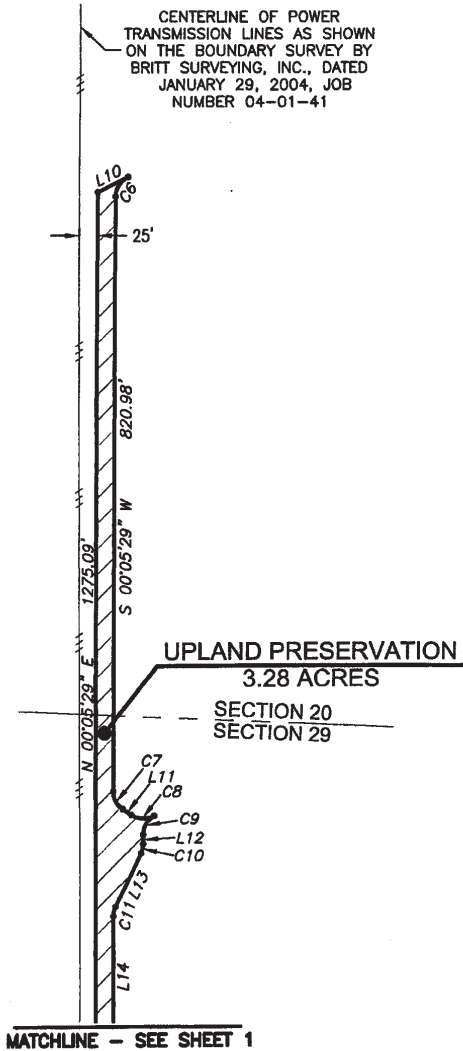
Job No:	120543.00	Date:	01-11-04
Scale:	1" = 200'	Rev.:	02-03-04
Drawn By:	DJA	Checked By:	DMC

SECTIONS 20, 29 AND 30, TOWNSHIP 38 SOUTH, RANGE 19 EAST,
SARASOTA COUNTY, FLORIDA

0 100' 200'
GRAPHIC SCALE
SCALE: 1" = 200'



CENTERLINE OF POWER TRANSMISSION LINES AS SHOWN ON THE BOUNDARY SURVEY BY BRITT SURVEYING, INC., DATED JANUARY 29, 2004, JOB NUMBER 04-01-41



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°05'29"E	285.71'
L2	N39°58'31"E	212.05'
L3	N01°24'36"E	42.75'
L4	N86°27'30"E	72.33'
L5	N33°42'24"E	16.24'
L6	N26°08'37"W	68.61'
L7	N11°59'44"E	66.50'
L8	N84°12'02"W	69.10'
L9	S32°19'51"W	52.08'
L10	N63°36'09"E	46.50'
L11	S55°23'55"E	13.51'
L12	S00°00'23"W	12.82'
L13	S25°32'14"W	81.13'
L14	S00°05'29"W	276.16'
L15	N32°19'51"E	52.08'
L16	S84°12'02"E	74.68'
L17	S11°59'44"W	72.07'
L18	S26°08'37"E	74.37'
L19	S33°42'24"W	26.96'
L20	S86°27'30"W	77.29'
L21	S01°24'36"W	42.75'
L22	N86°55'43"E	3.82'
L23	S39°40'17"W	189.94'
L24	S00°13'22"W	191.85'
L25	S86°22'35"E	251.98'
L26	N23°08'55"E	15.81'
L27	N85°22'46"E	89.70'
L28	S84°49'13"E	94.28'
L29	S10°30'52"W	36.12'
L30	N84°00'51"E	29.28'
L31	S29°35'51"E	2.94'
L32	S62°37'15"E	58.63'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	40.00'	48.75'	69°50'07"	45.79'	N33°30'27"W
C2	40.00'	59.37'	85°02'54"	54.07'	N43°56'03"E
C3	75.00'	49.92'	38°08'21"	49.01'	N07°04'27"W
C4	10.00'	11.08'	63°28'07"	10.52'	S64°03'54"W
C5	55.00'	141.84'	147°45'38"	105.68'	N73°47'20"W
C6	30.00'	33.25'	63°30'40"	31.58'	S31°50'49"W
C7	30.00'	29.05'	55°29'24"	27.93'	S27°39'13"E
C8	30.00'	33.51'	63°59'41"	31.79'	S87°23'46"E
C9	30.00'	31.73'	60°36'01"	30.27'	S30°18'23"W
C10	30.00'	13.37'	25°31'51"	13.26'	S12°46'18"W
C11	30.00'	13.32'	25°26'45"	13.21'	S12°48'51"W
C12	30.00'	77.37'	147°45'38"	57.64'	S73°47'20"E
C13	35.00'	38.77'	63°28'07"	36.82'	N64°03'54"E
C14	20.00'	33.58'	96°11'46"	29.77'	N36°06'09"W
C15	50.00'	33.28'	38°08'21"	32.67'	S07°04'27"E
C16	15.00'	15.67'	59°51'01"	14.97'	S03°46'53"W
C17	15.00'	13.81'	52°45'06"	13.33'	S60°04'57"W
C18	15.00'	22.27'	85°02'54"	20.28'	S43°56'03"W
C19	15.00'	24.74'	94°28'53"	22.03'	S45°49'50"E
C20	50.00'	29.45'	33°45'07"	29.03'	S76°11'43"E
C21	50.00'	34.43'	39°26'55"	33.75'	S19°56'49"W
C22	50.00'	75.57'	86°35'57"	68.58'	S43°04'37"E
C23	87.00'	107.01'	70°28'30"	100.39'	N58°23'10"E
C24	40.00'	43.45'	62°13'51"	41.34'	N54°15'50"E
C25	40.00'	6.84'	9°48'01"	6.83'	S89°43'14"E
C26	40.00'	66.56'	95°20'05"	59.14'	S37°09'10"E
C27	20.00'	37.18'	106°30'01"	32.05'	S42°44'08"E
C28	35.00'	40.55'	66°23'18"	38.32'	S62°47'30"E
C29	60.00'	34.58'	33°01'24"	34.11'	S46°06'33"E

L:\Survey\04011FoxCreek\dwg\UplandSketch-3.dwg



Engineers, Planners & Surveyors
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SHEET 2 OF 3

Job No:	120543.00	Date:	01-11-04
Scale:	1" = 200'	Rev:	02-03-04
Drawn By:	DJA	Checked By:	DMC

DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 20 AND 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE N88°36'48"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2543.78 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COW PEN SLOUGH DRAINAGE CANAL AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 17075-2406, SHEET 3, LAST REVISED 9/21/83 (INTERSTATE NO. 75 - STATE ROAD NO. 93); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF COW PEN SLOUGH DRAINAGE CANAL THE FOLLOWING TWO (2) COURSES: 1) S19°13'11"W, 1372.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 1337.69 FEET, A CENTRAL ANGLE OF 00°17'39" AND A CHORD BEARING AND DISTANCE OF S19°22'00" W, 6.87 FEET; 2) ALONG THE ARC OF SAID CURVE 6.87 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST AND THE POINT OF BEGINNING; THENCE N86°15'51"W, ALONG SAID SOUTH LINE, 858.40 FEET TO A LINE 25 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF AN EXISTING POWER LINE AS SHOWN ON A BOUNDARY SURVEY BY BRITT SURVEYING, INC., DATED JANUARY 29, 2004, JOB NUMBER 04-01-41; THENCE N00°05'29"E, ALONG SAID LINE, 285.71 FEET; THENCE N39°58'31"E, 212.05 FEET TO A CURVE CONCAVED NORTHEAST HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 69°50'07" AND A CHORD BEARING AND DISTANCE OF N33°30'27"W, 45.79 FEET; THENCE ALONG THE ARC OF SAID CURVE 48.75 FEET TO THE POINT OF TANGENCY; THENCE N01°24'36"E, 42.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 85°02'54"; THENCE ALONG THE ARC OF SAID CURVE 59.37 FEET TO THE POINT OF TANGENCY; THENCE N86°27'30"E, 72.33 FEET; THENCE N33°42'24"E, 16.24 FEET; THENCE N26°08'37"W, 68.61 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 38°08'21"; THENCE ALONG THE ARC OF SAID CURVE 49.92 FEET TO THE POINT OF TANGENCY; THENCE N11°59'44"E, 66.50 FEET; THENCE N84°12'02"W, 69.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 63°28'07"; THENCE ALONG THE ARC OF SAID CURVE 11.08 FEET TO THE POINT OF TANGENCY; THENCE S32°19'51"W, 52.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 147°45'38"; THENCE ALONG THE ARC OF SAID CURVE 141.84 FEET TO THE POINT OF TANGENCY AND SAID LINE 25 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF AN EXISTING POWER LINE; THENCE N00°05'29"E, ALONG SAID LINE, 1275.09 FEET; THENCE N63°36'09"E, 46.50 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 63°30'40", AND A CHORD BEARING AND DISTANCE OF S31°50'49"W, 31.58 FEET; THENCE ALONG THE ARC OF SAID CURVE 33.25 FEET TO THE POINT OF TANGENCY; THENCE S00°05'29"W, 820.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 55°29'24"; THENCE ALONG THE ARC OF SAID CURVE 29.05 FEET TO THE POINT OF TANGENCY; THENCE S55°23'55"E, 13.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 63°59'41"; THENCE ALONG THE ARC OF SAID CURVE 33.51 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 60°36'01"; THENCE ALONG THE ARC OF SAID CURVE 31.73 FEET TO THE POINT OF TANGENCY; THENCE S00°00'23"W, 12.82 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS 30.00 FEET AND A CENTRAL ANGLE OF 25°31'51"; THENCE ALONG THE ARC OF SAID CURVE 13.37 FEET TO THE POINT OF TANGENCY; THENCE S25°32'14"W, 81.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 25°26'45"; THENCE ALONG THE ARC OF SAID CURVE 13.32 FEET TO THE POINT OF TANGENCY; THENCE S00°05'29"W, 276.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 147°45'38"; THENCE ALONG THE ARC OF SAID CURVE 77.37 FEET TO THE POINT OF TANGENCY; THENCE N32°19'51"E, 52.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 63°28'07"; THENCE ALONG THE ARC OF SAID CURVE 38.77 FEET TO THE POINT OF TANGENCY; THENCE S84°12'02"E, 74.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 96°11'46"; THENCE ALONG THE ARC OF SAID CURVE 33.58 FEET TO THE POINT OF TANGENCY; THENCE S11°59'44"W, 72.07 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 38°08'21"; THENCE ALONG THE ARC OF SAID CURVE 33.28 FEET TO THE POINT OF TANGENCY; THENCE S26°08'37"E, 74.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 59°51'01"; THENCE ALONG THE ARC OF SAID CURVE 15.67 FEET TO THE POINT OF TANGENCY; THENCE S33°42'24"W, 26.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 52°45'06"; THENCE ALONG THE ARC OF SAID CURVE 13.81 FEET TO THE POINT OF TANGENCY; THENCE S86°27'30"W, 77.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 85°02'54"; THENCE ALONG THE ARC OF SAID CURVE 22.27 FEET TO THE POINT OF TANGENCY; THENCE S01°24'36"W, 42.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 94°28'53"; THENCE ALONG THE ARC OF SAID CURVE 24.74 FEET TO THE POINT OF TANGENCY; THENCE N86°55'43"E, 3.82 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°45'07" AND A CHORD BEARING AND DISTANCE OF S76°11'43"E, 29.03 FEET; THENCE ALONG THE ARC OF SAID CURVE 29.45 FEET; THENCE S39°40'17"W, 189.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 39°26'55"; THENCE ALONG THE ARC OF SAID CURVE 34.43 FEET TO THE POINT OF TANGENCY; THENCE S00°13'22"W, 191.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 86°35'57"; THENCE ALONG THE ARC OF SAID CURVE 75.57 FEET TO THE POINT OF TANGENCY; THENCE S86°22'35"E, 251.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 87.00 FEET AND A CENTRAL ANGLE OF 70°28'30"; THENCE ALONG THE ARC OF SAID CURVE 107.01 FEET TO THE POINT OF TANGENCY; THENCE N23°08'55"E, 15.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 62°13'51"; THENCE ALONG THE ARC OF SAID CURVE 43.45 FEET TO THE POINT OF TANGENCY; THENCE N85°22'46"E, 89.70 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 9°48'01"; THENCE ALONG THE ARC OF SAID CURVE 6.84 FEET TO THE POINT OF TANGENCY; THENCE S84°49'13"E, 94.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 95°20'05"; THENCE ALONG THE ARC OF SAID CURVE 66.56 FEET TO THE POINT OF TANGENCY; THENCE S10°30'52"W, 36.12 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 106°30'01"; THENCE ALONG THE ARC OF SAID CURVE 37.18 FEET TO THE POINT OF TANGENCY; THENCE N84°00'51"E, 29.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 66°23'18"; THENCE ALONG THE ARC OF SAID CURVE 40.55 FEET TO THE POINT OF TANGENCY; THENCE S29°35'51"E, 2.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 33°01'24"; THENCE ALONG THE ARC OF SAID CURVE 34.58 FEET TO THE POINT OF TANGENCY; THENCE S62°37'15"E, 58.63 FEET TO THE POINT OF BEGINNING.

SUBJECT LANDS CONTAINING 3.28 ACRES, MORE OR LESS.

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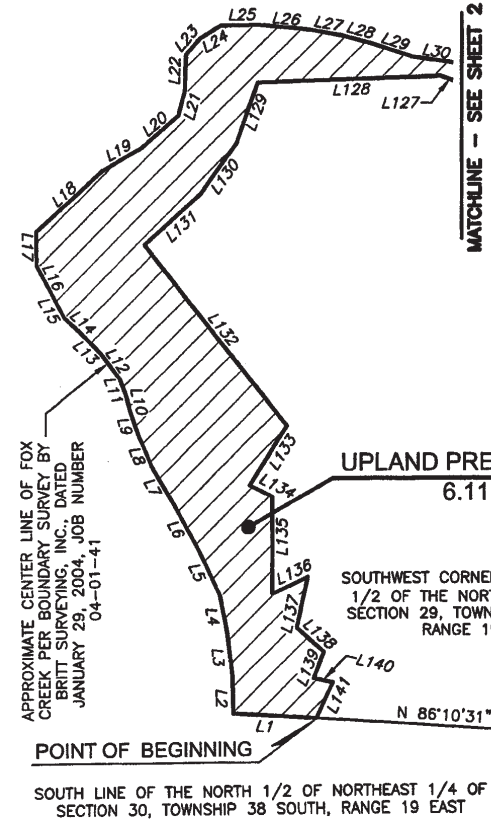
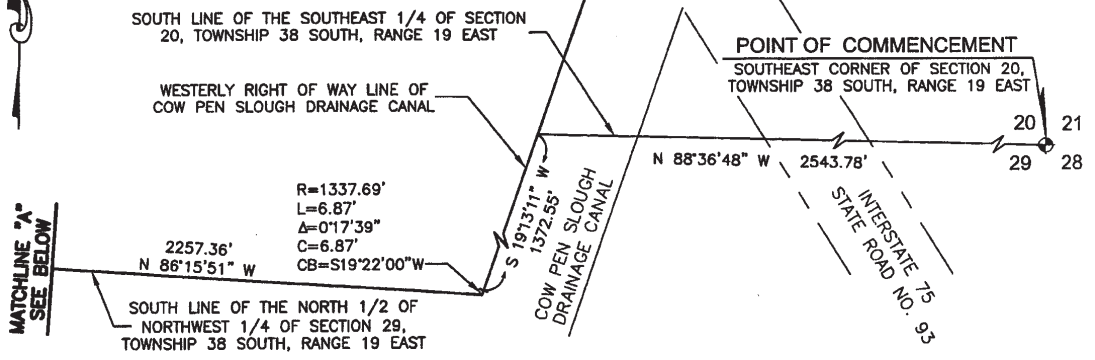
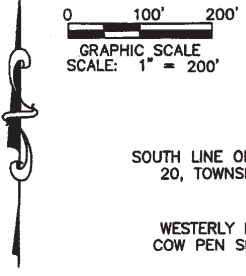


Engineers, Planners & Surveyors
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SHEET 3 OF 3

Job No:	120543.00	Date	01-11-04
Scale:	1" = 200'	Rev.	02-03-04
Drawn By:	DJA	Checked By:	DMC

SECTIONS 20, 29 AND 30, TOWNSHIP 38 SOUTH, RANGE 19 EAST,
SARASOTA COUNTY, FLORIDA



CERTIFICATION:
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


THIS SKETCH AND LEGAL DESCRIPTION NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL.

For PBS&J, Licensed Business 024

James E. Godfrey
James E. Godfrey, P.L.S. #4541
Florida Registered Surveyor

NOTE: SEE SHEET 2 FOR GENERAL NOTES
SEE SHEET 3 FOR LINE DATA

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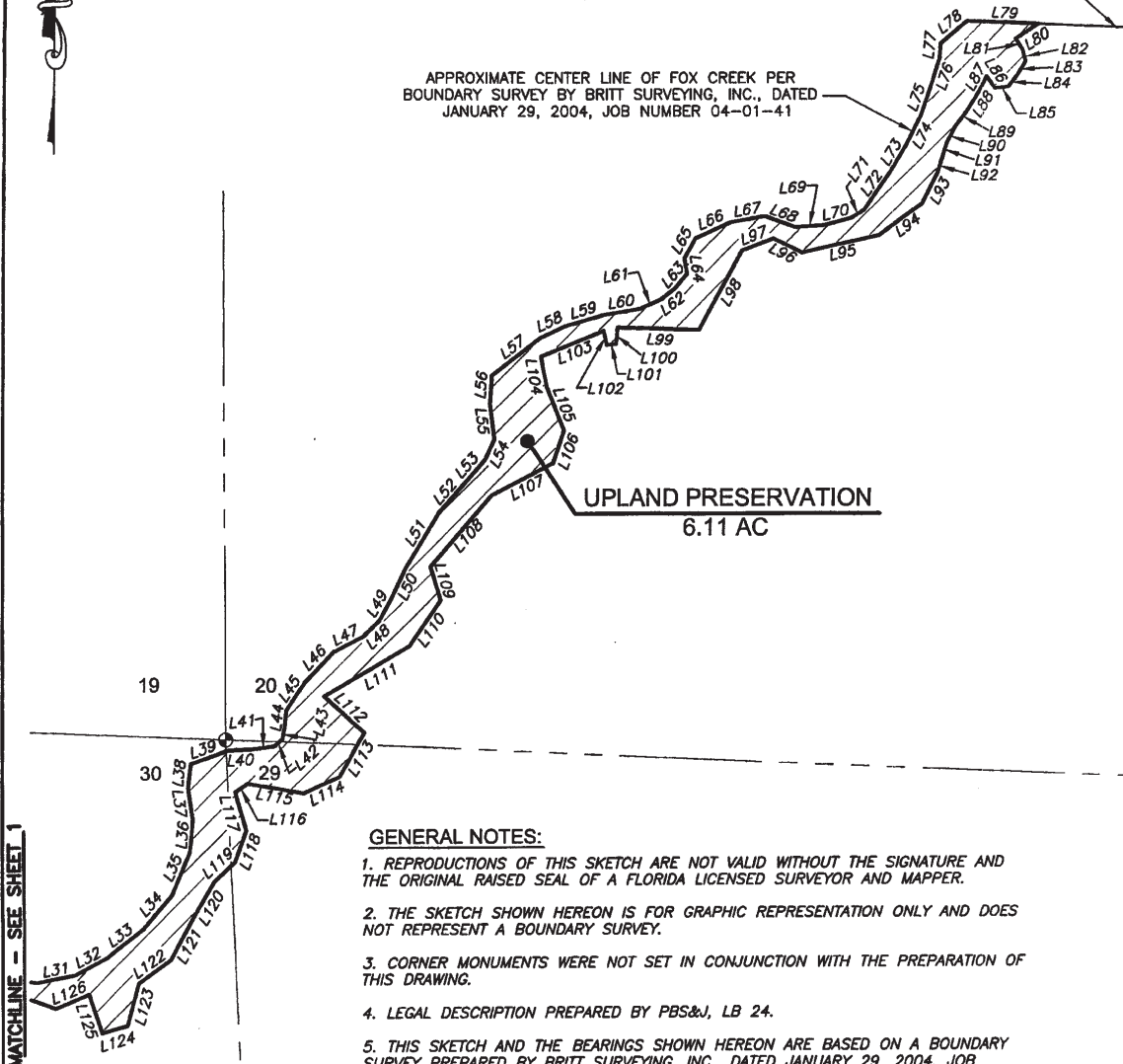
 POST BUCKLEY SCOTT & JEROME INC. Engineers, Planners & Surveyors 5300 West Cypress Street, Suite 200 Tampa, Florida 33607-1784 Ph. (813) 282-7275	Job No: 120543.00	Date 01-11-04
	Scale: 1" = 200'	Rev:
	Drawn By: DJA	Checked By: DMC
	SHEET 1 OF 4	

SECTIONS 20, 29 AND 30, TOWNSHIP 38 SOUTH, RANGE 19 EAST,
SARASOTA COUNTY, FLORIDA

0 100' 200'
GRAPHIC SCALE
SCALE: 1" = 200'

SOUTH LINE OF LANDS DESCRIBED IN
OFFICIAL RECORDS INSTRUMENT #2001050660

APPROXIMATE CENTER LINE OF FOX CREEK PER
BOUNDARY SURVEY BY BRITT SURVEYING, INC., DATED
JANUARY 29, 2004, JOB NUMBER 04-01-41



GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE SKETCH SHOWN HEREON IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
3. CORNER MONUMENTS WERE NOT SET IN CONJUNCTION WITH THE PREPARATION OF THIS DRAWING.
4. LEGAL DESCRIPTION PREPARED BY PBS&J, LB 24.
5. THIS SKETCH AND THE BEARINGS SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY PREPARED BY BRITT SURVEYING, INC., DATED JANUARY 29, 2004, JOB NUMBER 04-01-41 WHICH REFERS TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983 (1990 ADJUSTMENT).

NOTE: SEE SHEET 2 FOR GENERAL NOTES
SEE SHEET 3 FOR LINE DATA

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SHEET 2 OF 4

Job No:	120543.00	Date	01-11-04
Scale:	1" = 200'	Rev.	
Drawn By:	DJA	Checked By:	DMC

LINE TABLE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N86°10'31"W	114.48'	L48	N45°17'42"E	30.98'	L95	S77°23'32"W	109.32'
L2	N01°42'16"W	51.37'	L49	N28°30'15"E	36.69'	L96	N63°35'35"W	44.22'
L3	N06°51'32"W	59.68'	L50	N24°50'39"E	44.70'	L97	S69°08'12"W	47.47'
L4	N10°22'16"W	53.95'	L51	N31°08'28"E	90.57'	L98	S28°23'25"W	125.28'
L5	N25°29'58"W	68.74'	L52	N41°15'17"E	51.47'	L99	N88°03'37"W	115.33'
L6	N28°29'18"W	66.52'	L53	N40°58'48"E	47.73'	L100	S05°34'32"W	23.66'
L7	N30°21'03"W	62.94'	L54	N23°53'26"E	30.91'	L101	S85°02'00"W	13.27'
L8	N23°24'27"W	48.90'	L55	N07°15'20"W	51.03'	L102	N12°52'58"W	20.62'
L9	N18°26'39"W	34.80'	L56	N04°09'15"E	40.19'	L103	S67°31'04"W	95.62'
L10	N15°28'43"W	25.07'	L57	N52°07'44"E	86.76'	L104	S10°29'17"E	42.49'
L11	N20°45'45"W	21.92'	L58	N64°56'17"E	37.92'	L105	S21°51'12"E	67.85'
L12	N36°34'33"W	45.40'	L59	N74°02'35"E	57.37'	L106	S18°24'00"W	48.62'
L13	N44°01'14"W	26.40'	L60	N81°05'11"E	50.69'	L107	S62°24'20"W	98.96'
L14	N46°13'27"W	43.35'	L61	N66°25'23"E	33.44'	L108	S40°51'00"W	130.16'
L15	N28°15'42"W	32.82'	L62	N52°32'13"E	24.47'	L109	S16°59'28"E	48.91'
L16	N27°43'59"W	47.77'	L63	N40°13'23"E	27.41'	L110	S34°07'26"W	77.78'
L17	N00°48'21"W	46.98'	L64	N08°37'57"W	21.84'	L111	S59°32'52"W	137.43'
L18	N47°39'04"E	122.96'	L65	N28°43'32"E	31.56'	L112	S47°28'03"E	75.86'
L19	N59°51'15"E	63.15'	L66	N65°53'45"E	53.87'	L113	S29°44'33"W	70.19'
L20	N48°23'02"E	68.09'	L67	N80°18'48"E	48.77'	L114	S65°07'29"W	54.66'
L21	N14°43'52"E	34.52'	L68	S70°09'28"E	44.60'	L115	N79°50'01"W	79.59'
L22	N01°40'49"E	51.23'	L69	N86°12'26"E	39.49'	L116	S54°27'21"W	20.68'
L23	N40°47'16"E	29.20'	L70	N75°21'35"E	39.67'	L117	S16°06'01"E	54.76'
L24	N58°21'44"E	34.23'	L71	N58°44'04"E	20.89'	L118	S19°19'06"W	47.13'
L25	N89°21'18"E	52.37'	L72	N34°03'03"E	63.65'	L119	S47°22'18"W	39.49'
L26	S84°26'00"E	67.31'	L73	N29°58'26"E	45.47'	L120	S30°08'42"W	65.69'
L27	S79°15'29"E	47.09'	L74	N25°58'19"E	46.19'	L121	S27°58'57"W	60.18'
L28	S74°48'23"E	41.42'	L75	N19°08'22"E	39.83'	L122	S54°16'13"W	55.80'
L29	S71°46'47"E	60.41'	L76	N17°15'17"E	44.50'	L123	S14°48'20"W	61.04'
L30	S81°47'41"E	65.17'	L77	N05°23'39"E	22.14'	L124	S74°30'12"W	37.32'
L31	N79°03'42"E	53.84'	L78	N50°22'08"E	47.72'	L125	N18°54'51"W	57.40'
L32	N62°01'14"E	50.79'	L79	S87°27'20"E	101.66'	L126	S67°44'11"W	49.81'
L33	N51°56'43"E	64.19'	L80	S57°35'48"W	38.35'	L127	N70°20'31"W	54.79'
L34	N40°39'03"E	63.96'	L81	S32°50'42"E	17.64'	L128	S88°09'36"W	250.96'
L35	N22°28'44"E	64.43'	L82	S14°02'41"E	17.74'	L129	S19°08'05"W	90.13'
L36	N04°57'48"E	46.10'	L83	S31°46'32"W	23.62'	L130	S35°22'46"W	85.11'
L37	N09°05'51"W	42.94'	L84	S39°02'48"W	19.78'	L131	S48°08'27"W	104.28'
L38	N06°31'48"E	34.90'	L85	S84°08'52"W	18.76'	L132	S38°10'07"E	317.75'
L39	N71°01'30"E	54.57'	L86	N35°33'17"W	20.57'	L133	S31°43'34"W	96.92'
L40	N86°43'50"E	37.84'	L87	S27°06'36"W	23.10'	L134	S62°42'54"E	34.49'
L41	N83°16'04"E	27.60'	L88	S31°22'35"W	27.64'	L135	S00°00'00"E	133.41'
L42	N48°35'19"E	14.68'	L89	S35°55'37"W	34.25'	L136	N65°07'03"E	53.39'
L43	N10°18'41"E	14.47'	L90	S26°34'46"W	24.59'	L137	S12°21'19"W	71.51'
L44	N06°08'05"E	26.26'	L91	S16°35'29"W	18.91'	L138	S47°46'33"E	50.07'
L45	N33°32'43"E	48.05'	L92	S17°21'51"W	26.26'	L139	S20°44'49"W	38.80'
L46	N43°31'21"E	57.44'	L93	S26°42'11"W	47.01'	L140	S76°22'39"E	26.35'
L47	N62°36'45"E	46.43'	L94	S53°37'52"W	74.68'	L141	S24°19'24"W	53.08'

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SHEET 3 OF 4

Job No:	120543.00	Date:	01-11-04
Scale:	1" = 200'	Rev.:	
Drawn By:	DJA	Checked By:	DMC


DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 20, 29 AND 30, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE N88°36'48"W, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2543.78 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COW PEN SLOUGH DRAINAGE CANAL AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 17075-2406, SHEET 3, LAST REVISED 9/21/83 (INTERSTATE NO. 75 - STATE ROAD NO. 93); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF COW PEN SLOUGH DRAINAGE CANAL THE FOLLOWING TWO (2) COURSES: 1) S19°13'11"W, 1372.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVED EAST HAVING A RADIUS OF 1337.69 FEET, A CENTRAL ANGLE OF 00°17'39" AND A CHORD BEARING AND DISTANCE OF S19°22'00"W, 6.87 FEET; 2) ALONG SAID CURVE 6.87 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 19 EAST; THENCE N86°15'51"W, ALONG SAID SOUTH LINE, 2257.36 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29; THENCE N86°10'31"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 SOUTH, RANGE 19 EAST, 519.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N86°10'31"W, ALONG SAID SOUTH LINE, 114.48 FEET TO THE APPROXIMATE CENTER LINE OF FOX CREEK AS SHOWN ON A BOUNDARY SURVEY BY BRITT SURVEYING, INC., DATED JANUARY 29, 2004, JOB NUMBER 04-01-41; THENCE ALONG SAID APPROXIMATE CENTER LINE, THE FOLLOWING SEVENTY-SEVEN (77) COURSES: 1) N01°42'16"W, 51.37 FEET; 2) N06°51'32"W, 59.68 FEET; 3) N10°22'16"W, 53.95 FEET; 4) N25°29'58"W, 68.74 FEET; 5) N28°29'18"W, 66.52 FEET; 6) N30°21'03"W, 62.94 FEET; 7) N23°24'27"W, 48.90 FEET; 8) N18°26'39"W, 34.80 FEET; 9) N15°28'43"W, 25.07 FEET; 10) N20°45'45"W, 21.92 FEET; 11) N36°34'33"W, 45.40 FEET; 12) N44°01'14"W, 26.40 FEET; 13) N46°13'27"W, 43.35 FEET; 14) N28°15'42"W, 32.82 FEET; 15) N27°43'59"W, 47.77 FEET; 16) N00°48'21"W, 46.98 FEET; 17) N47°39'04"E, 122.96 FEET; 18) N59°51'15"E, 63.15 FEET; 19) N48°23'02"E, 68.09 FEET; 20) N14°43'52"E, 34.52 FEET; 21) N01°40'49"E, 51.23 FEET; 22) N40°47'16"E, 29.20 FEET; 23) N58°21'44"E, 34.23 FEET; 24) N89°21'18"E, 52.37 FEET; 25) S84°26'00"E, 67.31 FEET; 26) S79°15'29"E, 47.09 FEET; 27) S74°48'23"E, 41.42 FEET; 28) S71°46'47"E, 60.41 FEET; 29) S81°47'41"E, 65.17 FEET; 30) N79°03'42"E, 53.84 FEET; 31) N62°01'14"E, 50.79 FEET; 32) N51°56'43"E, 64.19 FEET; 33) N40°39'03"E, 63.96 FEET; 34) N22°28'44"E, 64.43 FEET; 35) N04°57'48"E, 46.10 FEET; 36) N09°05'51"W, 42.94 FEET; 37) N06°31'48"E, 34.90 FEET; 38) N71°01'30"E, 54.57 FEET; 39) N86°43'50"E, 37.84 FEET; 40) N83°16'04"E, 27.60 FEET; 41) N48°35'19"E, 14.68 FEET; 42) N10°18'41"E, 14.47 FEET; 43) N06°08'05"E, 26.26 FEET; 44) N33°32'43"E, 48.05 FEET; 45) N43°31'21"E, 57.44 FEET; 46) N62°36'45"E, 46.43 FEET; 47) N45°17'42"E, 30.98 FEET; 48) N28°30'15"E, 36.69 FEET; 49) N24°50'39"E, 44.70 FEET; 50) N31°08'28"E, 90.57 FEET; 51) N41°15'17"E, 51.47 FEET; 52) N40°58'48"E, 47.73 FEET; 53) N23°53'26"E, 30.91 FEET; 54) N07°15'20"W, 51.03 FEET; 55) N04°09'15"E, 40.19 FEET; 56) N52°07'44"E, 86.76 FEET; 57) N64°56'17"E, 37.92 FEET; 58) N74°02'35"E, 57.37 FEET; 59) N81°05'11"E, 50.69 FEET; 60) N66°25'23"E, 33.44 FEET; 61) N52°32'13"E, 24.47 FEET; 62) N40°13'23"E, 27.41 FEET; 63) N08°37'57"W, 21.84 FEET; 64) N28°43'32"E, 31.56 FEET; 65) N65°53'45"E, 53.87 FEET; 66) N80°18'48"E, 48.77 FEET; 67) S70°09'28"E, 44.60 FEET; 68) N86°12'26"E, 39.49 FEET; 69) N75°21'35"E, 39.67 FEET; 70) N58°44'04"E, 20.89 FEET; 71) N34°03'03"E, 63.65 FEET; 72) N29°58'26"E, 45.47 FEET; 73) N25°58'19"E, 46.19 FEET; 74) N19°08'22"E, 39.83 FEET; 75) N17°15'17"E, 44.50 FEET; 76) N05°23'39"E, 22.14 FEET; 77) N50°22'08"E, 47.72 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2001050660; THENCE S87°27'20"E, ALONG SAID SOUTH LINE, 101.66 FEET; THENCE S57°35'48"W, 38.35 FEET; THENCE S32°50'42"E, 17.64 FEET; THENCE S14°02'41"E, 17.74 FEET; THENCE S31°46'32"W, 23.62 FEET; THENCE S39°02'48"W, 19.78 FEET; THENCE S84°08'52"W, 18.76 FEET; THENCE N35°33'17"W, 20.57 FEET; THENCE S27°06'36"W, 23.10 FEET; THENCE S31°22'35"W, 27.64 FEET; THENCE S35°55'37"W, 34.25 FEET; THENCE S26°34'46"W, 24.59 FEET; THENCE S16°35'29"W, 18.91 FEET; THENCE S17°21'51"W, 26.26 FEET; THENCE S26°42'11"W, 47.01 FEET; THENCE S53°37'52"W, 74.68 FEET; THENCE S77°23'32"W, 109.32 FEET; THENCE N63°35'35"W, 44.22 FEET; THENCE S69°08'12"W, 47.47 FEET; THENCE S28°23'25"W, 125.28 FEET; THENCE N88°03'37"W, 115.33 FEET; THENCE S05°34'32"W, 23.66 FEET; THENCE S85°02'00"W, 13.27 FEET; THENCE N12°52'58"W, 20.62 FEET; THENCE S67°31'04"W, 95.62 FEET; THENCE S10°29'17"E, 42.49 FEET; THENCE S21°51'12"E, 67.85 FEET; THENCE S18°24'00"W, 48.62 FEET; THENCE S62°24'20"W, 98.96 FEET; THENCE S40°51'00"W, 130.16 FEET; THENCE S16°59'28"E, 48.91 FEET; THENCE S34°07'26"W, 77.78 FEET; THENCE S59°32'52"W, 137.43 FEET; THENCE S47°28'03"E, 75.86 FEET; THENCE S29°44'33"W, 70.19 FEET; THENCE S65°07'29"W, 54.66 FEET; THENCE N79°50'01"W, 79.59 FEET; THENCE S54°27'21"W, 20.68 FEET; THENCE S16°06'01"E, 54.76 FEET; THENCE S19°19'06"W, 47.13 FEET; THENCE S47°22'18"W, 39.49 FEET; THENCE S30°08'42"W, 65.69 FEET; THENCE S27°58'57"W, 60.18 FEET; THENCE S54°16'13"W, 55.80 FEET; THENCE S14°48'20"W, 61.04 FEET; THENCE S74°30'12"W, 37.32 FEET; THENCE N18°54'51"W, 57.40 FEET; THENCE S67°44'11"W, 49.81 FEET; THENCE N70°20'31"W, 54.79 FEET; THENCE S88°09'36"W, 250.96 FEET; THENCE S19°08'05"W, 90.13 FEET; THENCE S35°22'46"W, 85.11 FEET; THENCE S48°08'27"W, 104.28 FEET; THENCE S38°10'07"E, 317.75 FEET; THENCE S31°43'34"W, 96.92 FEET; THENCE S62°42'54"E, 34.49 FEET; THENCE S00°00'00"E, 133.41 FEET; THENCE N65°07'03"E, 53.39 FEET; THENCE S12°21'19"W, 71.51 FEET; THENCE S47°46'33"E, 50.07 FEET; THENCE S20°44'49"W, 38.80 FEET; THENCE S76°22'39"E, 26.35 FEET; THENCE S24°19'24"W, 53.08 FEET TO THE POINT OF BEGINNING.

SUBJECT LANDS CONTAINING 6.11 ACRES, MORE OR LESS.

L:\Survey\04011FoxCreek\dwg\UplandSketch-1.dwg

 Engineers, Planners & Surveyors 5300 West Cypress Street, Suite 200 Tampa, Florida 33607-1784 Ph. (813) 282-7275	Job No: 120543.00	Date 01-11-04
	Scale: 1" = 200'	Rev:
	Drawn By: DJA	Checked By: DMC

SHEET 4 OF 4

**MEMORANDUM OF AGREEMENT BETWEEN THE SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT AND SARASOTA COUNTY**

THIS MEMORANDUM OF AGREEMENT is entered into, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (the “District”) and SARASOTA COUNTY (the “County”).

I. BACKGROUND AND OBJECTIVE

- A. The District and the County (collectively, the “Parties”) desire the establishment of Regional Offsite Mitigation Areas (“ROMAs”) that can enhance the certainty of mitigation and provide ecological value due to the improved likelihood of success associated with their proper location, construction, maintenance, and management.
- B. Section 373.4135(6), Florida Statutes, directs the County to enter into a Memorandum of Agreement (“MOA”) with the District for an environmental creation, preservation, enhancement, or restoration project sponsored by the County, for which money is donated as mitigation, if the project provides mitigation for five or more applicants for permits under Part IV of Chapter 373, Florida Statutes, or if such project provides mitigation for 35 or more acres of adverse impacts.
- C. Section 373.4135(6), Florida Statutes, further provides that this MOA need not be adopted by rule.
- D. Paragraph 373.4135(6)(c), Florida Statutes, sets forth, at minimum, twelve criteria that must be addressed in an MOA for an environmental creation, preservation, enhancement, or restoration project for which money is donated or paid as mitigation. Those criteria are addressed in Section IV below.
- E. Section 373.4135(6)(d), Florida Statutes, authorizes a single MOA for more than one environmental creation, preservation, enhancement, or restoration project, or categories of projects, as long as the elements listed in paragraph 373.4135(6)(c), Florida Statutes, are addressed for each project.
- F. The Parties wish to comply with the requirements of Section 373.4135, Florida Statutes, for each Regional Offsite Mitigation Area listed in Table 1 of Exhibit 1 of this MOA (hereinafter, “County ROMA”), which is incorporated herein.

II. AUTHORITY

This Memorandum of Agreement is entered into under the following authority:

- A. Sarasota County Government Authority. The County enters into this MOA under the authority of Section 125.01(1)(w) and Section 373.4135(6), Florida Statutes.
- B. District Authority. The District enters into this MOA under the authority of Sections 373.4135, and 373.083, Florida Statutes.

III. TERMS OF THE MOA, AMENDMENTS AND TERMINATION

- A. Term: This MOA shall become effective upon the date the last party signs the MOA and shall remain in effect in perpetuity. The District may terminate the use of each County ROMA in accordance with Section III. C. The County may terminate the use of each County ROMA in accordance with Section III. D.
- B. Amendment and Termination: This MOA may only be amended or terminated upon mutual agreement of the Parties. Amendments shall be in writing and approved by the Parties.
- C. County ROMA Termination by the District: If the District determines that the County is not in material compliance with the terms and conditions of this MOA (including noncompliance with an Environmental Resource Permit (“ERP”) for a County ROMA, incorporated herein), it shall provide the County with written notice of its material non-compliance, including a list of required activities and a timetable for accomplishment of those activities providing for ninety (90) calendar days, or other time period if the Parties mutually agree in writing, to correct the non-compliance. If the County does not correct the material non-compliance with the terms and conditions of this MOA within ninety (90) calendar days, or another time period if mutually agreed to by the Parties, the District may terminate the use of the respective County ROMA for mitigation.
- D. County ROMA Termination by Sarasota County: The County may terminate the use of the County ROMAs for mitigation whenever the success criteria are complete for all the County ROMAs included in this MOA. The County must provide written notification of the termination to the District, confirming that the County received final payment from all permittees for mitigation and closed the project, and that the County is in material compliance with the success criteria set forth in the ERP for each County ROMA, where applicable.
- E. Termination of this MOA will not relieve the County of its obligation to abide by and to manage the lands in perpetuity in accordance with the ERP for each County ROMA, where applicable. The responsibilities contained therein remain in full force and effect.
- F. For any permits that are not fully mitigated within the respective County ROMA, the County shall submit to the District an application for a permit modification to request approval of alternative mitigation activities, and obtain such approval from the District.

G. The County and the District will allow public access to all documents and materials relating to this MOA in accordance with the provisions of Chapter 119, Florida Statutes.

IV. RESPONSIBILITIES

A. The County shall execute the County ROMAs pursuant to the terms of each respective ERP, as referenced with this MOA as Exhibit 1 and incorporated herein. Paragraph 373.4135(6)(c) Florida Statutes, sets forth, at minimum, twelve criteria to be addressed in a MOA, which are addressed in part below:

1. Each County ROMA consists of a combination of the acquisition, restoration, enhancement, preservation and management of said properties to provide mitigation for authorized wetland impacts.
2. To the extent that proposed mitigation activities include construction or alteration of a surface water management system, including dredging or filling in wetlands or other surface waters, each County ROMA will require an ERP. The dates of issuance for each ERP shall be listed in Table 1 of Exhibit 1.
3. The mitigation success of each County ROMA shall be detailed in the success criteria included in each respective ERP.
4. All County ROMAs shall be preserved in perpetuity through a conservation easement acceptable to the District and conveyed to the District prior to use of any mitigation as authorized by the respective ERP.
5. The County will be responsible for implementing all mitigation activities as (e.g., invasive plant management, prescribed burning, etc.) as detailed in each respective ERP. Funding and implementing the long-term management plan shall be in accordance with the long-term monitoring and maintenance plans included in each respective ERP to ensure that each mitigation site will be maintained in perpetuity.
6. Mitigation provided by each County ROMA shall be evaluated based upon the Uniform Mitigation Assessment Method (“UMAM”) and the criteria in Sections 373.4136(4)(a)-(i), Florida Statutes. The District shall establish the number of potential mitigation credits by specific condition within the respective ERP for each County ROMA. Further detail of this assessment shall be contained within each ERP, specifically: potential credit amounts, types of credits available, and a release schedule for these credits.
7. The County shall be responsible for the administration and successful completion of the mitigation work detailed within each County ROMA.

8. The geographic area, also known as the mitigation service area, within which each County ROMA may be used to provide mitigation, shall be detailed in the specific conditions of each ERP.
 9. Full-cost accounting for each County ROMA shall be accomplished according to professionally recognized standards and protocols, and credit cost shall include all land acquisition (costs for each parcel or funds held in a trust to fund future acquisitions), administrative, and restoration and management costs associated with the mitigation project. Long-term management funding will be provided by establishing a management reserve account, with annual interest being placed into Sarasota County's budget or account, in order to offset annual expenses associated with management activities on the property. A summary of the full-cost accounting will be included in the Annual Report as required by each respective ERP. The County shall make each County ROMA's accounting records available for an independent audit by the District, if requested.
 10. Where applicable, if acquisition is part of a proposed ROMA project, the County will acquire said property as part of the respective County ROMA project. This acquisition will occur according to a protocol and timetable mutually agreed upon by both Parties.
 11. The County will ensure that all money received for mitigation within each County ROMA will be applied solely to the respective ROMA for which the money was collected, and will properly document expenditures and interest earned, with all financial details provided in the Annual Report. Provisions for the termination of this MOA and cessation of the use of any County ROMA to provide mitigation are found in Section III (above).
- B. The County shall manage the lands of each County ROMA in perpetuity for the primary purpose of preserving and maintaining the water resources and the environmentally sensitive habitat including protecting the endangered wildlife and plant species found on the property. Perpetual monitoring and maintenance reports shall be submitted to the District, along with the Annual Reports documenting the full cost accounting summary.
- C. All mitigation funds shall be paid to the County. Funds will be placed in the appropriate accounts and will be tracked by Sarasota County's Division of Financial Management, Land Acquisition, Land Management or Environmental Resource Management. The County is required to submit an Annual Report to the District of all donations by January 31st of each year.

V. NOTICES

A. All notices required or permitted to be given under the terms and provisions of this MOA shall be in writing and shall be sent by registered or certified mail, return receipt requested, as follows:

1. As to the District: Southwest Florida Water Management District
Environmental Resource Permit Bureau
7601 US Hwy. 301
Tampa, Florida 33637
ATTN: Environmental Manager

2. As to the County: Sarasota County Public Works Stormwater
1001 Sarasota Center Boulevard
Sarasota, Florida 34240
ATTN: Mike Jones
cc: Stormwater Division Manager

VI. INVALIDITY OF PROVISIONS

A. The invalidity of one or more of the phrases, sentences, clauses, or articles contained in the MOA shall not affect the validity of the remainder of this MOA, provided that the material purposes of this MOA can be determined and effectuated.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed effective as of the date last set forth below.

Approved as to Form and Legality
Office of General Counsel

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, a public corporation
of the State of Florida

By: _____

By: _____
E.D. Armstrong III Chair

Attest:

John Mitten, Secretary

Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
– SIGNATURE BLOCKS CONTINUE ON NEXT PAGE]

[CONTINUATION OF SIGNATURE BLOCKS FROM PREVIOUS PAGE]

ATTEST
KAREN E. RUSHING, Clerk of
The Circuit Court and
Ex-Officio Clerk of the Board
Of County Commissioners of
Sarasota County, Florida

By: [Signature]
Deputy Clerk

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: [Signature]
CHAIR

Date: 4/9/2024

Approved as to Form and Correctness:

By: [Signature]
County Attorney SS

Date: 4/9/2024

EXHIBIT 1

TABLE 1

REGIONAL OFFSITE MITIGATION AREAS (ROMAs) COVERED BY THE MEMORANDUM OF AGREEMENT BETWEEN THE AUTHORIZING AGENCY (SWFWMD) AND ROMA SPONSORING AGENCY/LANDOWNER (SARASOTA COUNTY)

THE MEMORANDUM OF AGREEMENT entered into by and between the SWFWMD and SARASOTA COUNTY covers the following ROMAs:

NAME of ROMA	DATE PERMITTED by SWFWMD
Curry Creek ROMA - ERP No. 44027089.000	March 3, 2005
Fox Creek ROMA - ERP No. 43027077.000	March 29, 2005
Myakka River ROMA - ERP No. 44031937.001	September 11, 2008

**For informational purposes, copies of the above-referenced ERPs and associated conservation easements can be found at the Water Management District Information System documents web site.

The above table will be amended as necessary to accommodate additional ROMAs as they are permitted through the authorizing agency (SWFWMD).

CONSENT AGENDA

April 23, 2024

General Counsel's Report: Authorization to Issue Administrative Complaint and Order – Environmental Resource Permitting: Unauthorized Activities – Lindiakos Properties, Inc. – CT No. 417472 – Pinellas

On May 20, 2016, the District issued approval for an Environmental Resource Permit Minor Modification to Lindiakos, Properties, Inc. (“Lindiakos”), modifying an existing permit for the construction of a stormwater management system serving a 14.98-acre residential project (“Jasmine Homes”). The minor modification, ERP No. 43032604.006 had an expiration date of May 20, 2021. Mr. Lindiakos started construction but allowed the permit to expire without transferring the permit to the operation and maintenance phase.

On September 8, 2021, after the expiration of the permit, Lindiakos submitted several of the outstanding documents for transferring the permit to the operation and maintenance phase. However, District staff determined that several administrative and technical deviations existed. The District notified Lindiakos of these deviations on October 20, 2021. Lindiakos did not resolve the deviations identified by the District.

Instead, Lindiakos submitted an application to obtain a new ERP. District staff worked with Lindiakos during the application process, however the application remained incomplete for an extended period of time. Due to non-compliance at the site and delays in the application process, the Office of General Counsel (“OGC”) issued a Notice of Violation to Lindiakos on April 10, 2023. Following this Notice, District staff and OGC continued to work with Lindiakos during the pending application process. On October 16, 2023, OGC issued a second Notice of Violation and included a proposed consent order. Between May 20, 2021, and December 13, 2023, Lindiakos did not have a valid ERP for the operation and maintenance of Jasmine Homes’ stormwater management system.

On December 13, 2023, the application was completed and the District issued ERP No. 43032604.008 to Lindiakos. The new ERP amended and replaced the expired permit and required Lindiakos to remedy the long-standing violations. OGC continued to monitor compliance and sought to execute a consent order with Lindiakos requiring compliance with the new permit and payment of penalties for the long-standing violations. On February 13, 2024, and February 21, 2024, District staff conducted a site visit to Jasmine Homes and identified several new permit violations of ERP No. 43032604.008 in addition to the long-standing violations. Following this site visit, negotiations stalled.

The above-described activities constitute violations of Section 373.413, Florida Statute (“Fla. Stat.”), and Rule 62-330.020(2), Florida Administrative Code (“F.A.C”), which requires a permit prior to the construction, alteration, operation, maintenance, removal, or abandonment of any regulated activities. It also violates Section 373.430, Fla. Stat., to fail to obtain a permit required under Chapter 373, Part IV, Fla. Stat., or any rule promulgated thereunder. The activities also violate Rules 62-330.301(1), 62-330.302(1), and 62-330.350(1), F.A.C, as it relates to the conditions for issuance of a permit and general permit conditions.

Staff Recommendation:

1. Authorize District staff to issue an Administrative Complaint and Order to Lindiakos Properties, Inc., and any other necessary party to obtain compliance with District rules.

2. Authorize District staff to initiate an action in Circuit Court against Lindiakos Properties, Inc., and any other necessary party to recover a civil penalty/administrative fine, enforcement costs, litigation costs, and attorney's fees, if appropriate.
3. Authorize District staff to obtain compliance with the terms of the Administrative Complaint and Order in Circuit Court, if necessary.

Presenter:

Taylor Greenan, Attorney, Office of General Counsel

CONSENT AGENDA

April 23, 2024

General Counsel's Report: Approval of Consent Order between SWFWMD and LFMSMITB LLC – Environmental Resource Permitting: Permit Condition Violations – CT No. 422916 – Hernando

LFMSMITB LLC owns real property located at 1316 Commercial Way, Spring Hill, Florida 34606 (“Property”). The District first issued Environmental Resource Permit No. 46006275.001 (“ERP”) for the Property on June 1, 2001, to the owners of the Property at that time. The ERP was transferred to LFMSMITB LLC on February 6, 2019.

District staff received a complaint regarding a pond being filled without a permit near the Property. On March 23, 2023, District staff completed a site visit of the Property and observed fill and construction debris in a pond located on the Property. District staff sent a Permit Violation Letter on March 27, 2023, and requested that the fill be removed within thirty days and that the pond be restored in sixty days.

On May 24, 2023, District staff completed a site visit of the Property and observed fill and construction debris in a pond located on the Property. District staff sent a Final Permit Violation Letter on May 26, 2023, and requested that the fill be removed within thirty days and that the pond be restored in thirty days.

On June 27, 2023, District staff completed a site visit of the Property and observed that no fill or construction debris had been removed from the pond.

The District’s Office of General Counsel (“OGC”) sent a Notice of Violation letter and a proposed consent order on August 28, 2023. Since September 15, 2023, District staff and OGC have been in consistent communication with LFMSMITB LLC’s counsel regarding the violations on the Property.

In resolution of this matter, LFMSMITB LLC has agreed to the terms of the attached Consent Order, which includes payment of \$7,000 in penalties and \$1,500 in costs to the District. Within sixty (60) days, LFMSMITB LLC shall also restore the impacted areas in accordance with permitted construction drawings and provide as-built drawings that show proper restoration of the Property. In the event of deviations, LFMSMITB LL shall perform all remedial work to the Property within thirty (30) days. Should LFMSMITB LLC fail to meet the deadlines dictated in the Consent Order, an additional \$3000 in penalties shall become due immediately upon the District’s demand for such.

Staff Recommendation:

1. Approve the Consent Order.
2. Authorize District staff to pursue additional enforcement measures to obtain compliance with the terms and conditions of the Consent Order, including filing any appropriate actions in circuit court against any necessary party, if necessary.

Presenter:

Taylor Greenan, Attorney, Office of General Counsel

BEFORE THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ORDER NO. SWF 24 – ____

IN RE: LFMSMITB LLC
CT NO. 422916
PERMIT NO. 46006275.001
HERNANDO, FL

CONSENT ORDER

Pursuant to Sections 120.57(4) and 373.083, Florida Statutes (F.S.), this Consent Order is entered into by and between the Southwest Florida Water Management District (District) and LFMSMITB LLC (Permittee), collectively referred to as “the Parties,” to settle certain matters at issue between the Parties. The Parties hereby voluntarily agree to the following findings of fact, conclusions of law, and corrective actions.

FINDINGS OF FACT

1. The District is the administrative agency charged with the responsibility to conserve, protect, manage, and control the water resources within its geographic boundaries and to administer and enforce Chapter 373, F.S., and the rules promulgated thereunder as Chapter 62-330, Florida Administrative Code (F.A.C.).

2. The Permittee owns the real property located at 1316 Commercial Way, Spring Hill, FL 34606 (“Property”). The Property is further identified by Parcel ID Numbers R29 223 17 9051 0000 00B0, R29 223 17 9051 0000 00A0, R29 223 17 9051 0000 0050 R29 223 17 9051 0000 0040, R29 223 17 9051 0000 0030, R29 223 17 9051 0000 0020, R29 223 17 9051 0000 0010 by Hernando County.

3. On June 1, 2001, the District issued Environmental Resource Permit 46006275.001 (Permit) to the owner of the Property at the time, Marleen Sterkens, for the construction of a surface water management system serving a 3.25-acre commercial project including a retail building and parking lot at the Property.

4. On February 1, 2019, LFMSMITB LLC submitted a Notification and Request for Transfer of the Permit. On February 6, 2019, the Permit was transferred to LFMSMITB LLC.

5. On August 30, 2022, the District received a complaint regarding the Property. The complaint concerned fill and construction debris materials in a pond on the Property. On August 30, 2022, District staff conducted a site visit to the Property. During that site visit, staff observed that a small portion of the northern part of the pond had been filled.

6. On March 24, 2023, District staff conducted a site visit to the Property. During that site visit, staff observed additional fill and construction debris materials in the pond. The discharge structure of the pond was no longer visible.

7. On March 27, 2023, a Notice of Permit Condition Violations was sent to the Permittee regarding Property. The Permittee was given 30 days to remove the fill and construction debris materials from the ponds and 60 days to restore the ponds to the permitted conditions. The District did not receive a response to the letter from the Permittee.

8. On May 24, 2023, District staff conducted a site visit to the Property. During that site visit, staff observed additional fill and construction debris materials in the pond. On May 26, 2023, the District sent a Final Notice of Permit Condition Violations to the

Permittee regarding the Property. The Permittee was given 30 days to remove the fill and construction debris materials from the ponds and 30 days to restore the ponds to the permitted conditions. The District did not receive a response to the letter from the Permittee.

9. On June 27, 2023, District staff conducted a site visit to the Property. During that site visit, staff observed that the fill and construction debris materials had yet to be removed. Corrective actions have been left untaken by the Permittee.

10. To date, the District has not issued authorization concerning the above activities, nor has the Permittee undertaken correction action.

11. The Permittee disputes the allegations raised in paragraphs 5 through 10 above.

12. The Parties have agreed to resolve all disputed issues regarding the violations set forth above as described in this Consent Order.

CONCLUSIONS OF LAW

13. The District has jurisdiction over this matter pursuant to Chapter 373, Part IV, F.S., and Chapter 62-330, F.A.C.

14. The activities described herein in paragraphs 5 through 10 constitute a violation of Section 373.430(1)(b), Florida Statutes and General Condition 1, in that the Permittee deviated from the permitted activity and conditions by allowing fill and construction debris materials to be placed into permitted ponds on the Property.

CORRECTIVE ACTIONS

15. Within sixty (60) days, the Permittee shall complete all correction actions, including removing fill and construction debris materials and restoring the impacted areas in accordance with the permitted construction drawings. Within sixty (60) days, Permittee shall provide as-built drawings that show the restoration of the Property. If the as-built drawings show any deviations from the approved restoration plan, Permittee shall perform any necessary remedial work to the Property within thirty (30) days of the issuance of a written notification by the District.

16. The Permittee shall owe the District a penalty of \$10,000, and District enforcement costs of \$1,500, for a total amount of \$11,500. Permittee shall pay \$7,000 of the incurred penalties, in addition to the District enforcement costs of \$1,500, for a total of \$8,500 by certified check or money order within thirty (30) days of this Consent Order's approval by the District's Governing Board. If mailed, the address for payment is:

Southwest Florida Water Management District
Finance Department
2379 Broad Street
Brooksville, FL 34604-6899

17. The remaining \$3,000 in assessed penalties shall be waived upon the timely completion of the Corrective Actions and compliance with the obligations under this Consent Order. If Permittee fails to meet the deadlines established for the corrective actions, the remaining \$3,000 shall become due immediately upon the District's written demand for such.

GENERAL PROVISIONS AND NOTICE OF RIGHTS

18. Permittee may apply to the District for an extension of the time limits contained in this Consent Order. A request for an extension of time must be made in

writing. It must be submitted to District staff and the Office of General Counsel simultaneously, no later than five (5) days before the expiration of such time limit. Only the Office of General Counsel may approve a request for an extension of time. Any purported approval of an extension of time that does not have the prior authorization of the Office of General Counsel will not constitute compliance with this provision of the Consent Order.

19. For each day of delay beyond any due date specified in this Consent Order, Permittee shall pay to the District an additional sum of One Hundred Dollars (\$100.00) per day. Permittee shall pay this additional sum upon the District's mailing of a demand letter to Permittee for payment. This provision shall not be construed to preclude the District's right to undertake other administrative, civil, or criminal action as appropriate in the event any due date is not met.

20. Permittee hereby waives any right to an administrative hearing or judicial review of the terms of this Consent Order.

21. For and in consideration of the complete and timely performance by Permittee of the obligations under this Consent Order, the District waives its right to pursue civil or administrative action for any violation described herein. If Permittee fails to entirely and timely perform the obligations under this Consent Order, the District retains its right to pursue civil or administrative action for any violations described herein.

22. The District hereby expressly reserves and retains the right to initiate appropriate legal action against Permittee to prevent or prohibit the future violation of any applicable statutes, rules, or orders, except as specifically addressed in this Consent Order. Permittee acknowledges by the execution of this Consent Order that any future

violation of Chapter 373, F.S., District rules, or the terms of any permit (including such as may be modified) may subject Permittee to criminal prosecution, administrative action, or a civil suit in which penalties of up to Fifteen Thousand Dollars (\$15,000.00) per day per offense may be imposed, as provided in Section 373.129(5), F.S.

23. This Consent Order is not a license or a permit. Permittee shall not undertake further construction without necessary District authorizations.

24. Entry of this Consent Order shall not relieve Permittee of the duty to comply with all applicable federal, state, and local laws, regulations, and ordinances.

25. Permittee shall allow authorized District representatives to access the properties at all reasonable times without prior notice to determine compliance with this Consent Order, Chapter 373, F.S., and District rules.

26. The terms and conditions outlined in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69, 373.083(1), and 373.129, F.S.

27. The effectiveness of this Consent Order is subject to review and approval by the District's Governing Board. In the event the District's Governing Board does not approve this Consent Order, this Consent Order shall be null, void, and of no legal effect.

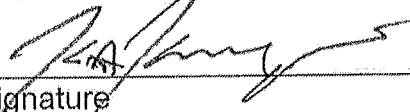
28. No modifications of the terms of this Consent Order are effective unless reduced to writing and executed by the Parties.

29. Any person who is not a party to this Consent Order, whose substantial interests are affected by the District's action in this Consent Order may request an administrative hearing in accordance with Sections 120.569 and 120.57, F.S., and Chapter 28-106, F.A.C. A request for hearing that disputes the material facts on which

the District's action is based must contain all elements required by Rule 28-106.201(2), F.A.C., including but not limited to (1) an explanation of how the substantial interests of each person requesting the hearing will be affected by the District's action; (2) a statement of all disputed issues of material fact; (3) the Consent Order number; (4) the name, address, and telephone number of the person requesting the hearing and, if applicable, of the person's representative; (5) a statement of when and how the person requesting the hearing received notice of the District's action; (6) a concise statement of the ultimate facts alleged, including the specific facts warranting reversal or modification of the District's action; and (7) the relief sought, including precisely what action the requester wishes the agency to take. A request for hearing that does not dispute the material facts on which the District's action is based shall state that no material facts are in dispute, contain the same information set forth above (except item (2)), and otherwise comply with Rule 28-106.301(2), F.A.C. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637-6759, or by facsimile transmission to the Agency Clerk at (813) 367-9776, within twenty-one (21) days of receipt of this notice. If this Consent Order is mailed, a receipt is deemed to be the fifth day after the date on which the Consent Order is deposited in the United States mail. Because the administrative hearing process is designed to formulate final agency action, the timely filing of a request for a hearing may result in the District's final action being different from its original action. Any person who is not a party to this Consent Order whose substantial interests will be affected by any such final action of the District has the right to request a hearing in accordance with the requirements set forth above. Failure to file a request for a hearing within the specified

time period shall constitute a waiver of any right any such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for a hearing.

LFMSMITB LLO



Signature

3-11-24

Date

Approved by the Governing Board of the Southwest Florida Water Management
District this _____ day of _____, 2024.

Approved as to Legal Form and Content

Taylor Greenan, Esq.
Office of General Counsel

By: _____
E.D. "Ed" Armstrong III, Chair

Attest: _____
Print Name: _____

Filed this ___ day of _____, 2024.

Deputy Agency Clerk

CONSENT ORDER
LFMSMITB LLC
CT NO. 422916
HERNANDO, FLORIDA

CONSENT AGENDA

April 23, 2024

General Counsel's Report: Approval of Partial Policy Release for Old Republic Title Insurance Claim 377291 – Deer Prairie Creek Preserve – Sarasota County

This matter involves a proposed settlement of the District's title insurance policy claim for a parcel of property adjacent to the Deer Prairie Creek Preserve (Preserve).

Deer Prairie Creek is a tributary of the Myakka River located in south-central Sarasota County. The 6,400-acre Preserve and other lands to the north protect the Creek and nearly six miles along the east bank of the Myakka River. In 2002, Sarasota County (County) and the District jointly acquired fee-simple ownership of the Preserve. The County also purchased an owner's title insurance policy for the District from Old Republic National Title Insurance Company (Old Republic).

On November 3, 2022, Warm Mineral Springs, Inc., added the District to ongoing litigation with the County concerning the ownership of a roughly three-acre parcel of land adjacent to the Preserve (Disputed Property). The County and the District submitted claims against the title insurance policy for litigation defense and indemnification. Based on extensive legal and survey analysis, it appeared that at least a portion of the Disputed Property was inadvertently included in the legal description within the County and the District's deeds. The parties executed a settlement agreement on May 18, 2023, and a final judgment was subsequently entered in favor of Warm Mineral Springs, Inc.

Old Republic is proposing compensation of \$200,000.00, equally paid to the County and District, or \$100,000 each. County and District staff have reviewed the proposal and determined that the compensation is reasonable and appropriately addresses the decrease in property value. If the Partial Policy Release is approved, the total coverage remaining for the District under the title policy will be reduced by \$100,000.

Staff Recommendation:

Approve and authorize the Chair to execute the Partial Policy Release.

Presenter:

Chris Tumminia, General Counsel, Office of General Counsel

PARTIAL POLICY RELEASE

WHEREAS, Old Republic National Title Insurance Company (Old Republic) has assumed policy liability for that Attorneys' Title Insurance Fund, Inc. title insurance policy number OPM-2744527 of which **Southwest Florida Water Management District**, (Insured) is the insured under the policy. The policy was issued to insure title to vacant land within Sarasota County. Insured has made or suggested a claim against Old Republic under the provisions of the policy based upon the failure of title to part of the insured parcel. This claim has been assigned number 377291.

WHEREAS, as an inducement to Old Republic to resolve all pending or contemplated claims arising from the above identified issue in any way, Insured warrants and represents that:

1. The claim as stated above, and for which this partial policy release is given, has not been assigned in whole or part; and
2. The Insured has made a full and complete disclosure of all the facts which were required to evaluate and process the claims for which this partial policy release is given.

NOW THEREFORE, in consideration of Old Republic's direct payment to Insured of the sum of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), Insured does hereby release and discharge Old Republic, its past, present and future predecessors, successors, assigns, insurers, partners, affiliates, subsidiaries, officers, directors, employees, agents and attorneys from all manner of actions, causes of actions, suits, debts, dues, claims, demands and rights, attorney fees and costs whether in law or equity, and any other matter which may have arisen, are presently pending or may arise under the subject title policy with regard to any issues identified in claim number 377287.

The original title policy remains in force and effect except for coverage pertaining to the issues presented under Old Republic Claims 377291 identified above. The total amount of coverage remaining under this policy will be **reduced by \$100,000** pursuant to policy Condition 10 entitled Reduction of Insurance; Reduction or Termination of Liability.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this _____ day of _____ 2024.

Southwest Florida Water Management District

By:
Its:

CONSENT AGENDA

April 23, 2024

Executive Director's Report: Approve Governing Board Minutes – March 15 and March 26, 2024

Staff Recommendation:

Approve minutes as presented.

Presenter:

Brian J. Armstrong, P.G., Executive Director

Governing Board Member Tour of The Villages

9 a.m. - Friday, March 15, 2024

The Villages – Ezell Recreation Center
769 Marilee Pl., The Villages, FL 32163

Governing Board members and District staff participated in a tour of The Villages showcasing the overall environmental approach and the many innovative water-conserving projects and facilities used within the retirement community.

Governing Board Members in Attendance

John Mitten – Board Member, Secretary

Kelly Rice – Board Member

Jack Bispham – Board Member

Dustin Rowland – Board Member

District Staff Members in Attendance

Brian Armstrong – Executive Director

Mandi Rice – Assistant Executive Director

Michelle Hopkins – Regulation Director

Jennette Seachrist – Resource Management Director

Robyn Felix – Communications and Board Services Bureau Chief

Cara Martin – Government and Community Affairs Office Chief

Virginia Singer – Board and Executive Services Manager



**GOVERNING BOARD MEETING
TUESDAY, MARCH 26, 2024 – 9:00 AM
7601 US 301 NORTH, TAMPA, FL 33637
(813) 985-7481**

MINUTES

Board Members Present

Ed Armstrong, Chair
Michelle Williamson, Vice Chair
John Mitten, Secretary
Joel Schleicher, Member
Kelly Rice, Member
Ashley Bell Barnett, Member*
John Hall, Member*
James Holton, Member
Robert Stern, Member
Nancy H. Watkins, Member

*Attend via electronic media

Board Members Absent

Jack Bispham, Treasurer
Dustin Rowland, Member

Staff Members

Brian J. Armstrong, Executive Director
Amanda Rice, Assistant Executive Director
Chris Tumminia, General Counsel
Brian Werthmiller, Inspector General
Jennette Seachrist, Division Director
Michelle Hopkins, Division Director
Brian Starford, Division Director
Brandon Baldwin, Division Director
Michelle Weaver, Division Director

Board Administrative Support

Virginia Singer, Manager
Lori Manuel, Lead Administrative Coordinator

Convene Public Hearing

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., March 26, 2024, at the Tampa Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637. This meeting was available for live viewing through Internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

Chair Ed Armstrong called the meeting to order. He noted that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. Chair Armstrong stated that anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should complete and submit a "Request to Speak" card. He stated that comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the Chair. Chair Armstrong also requested that several individuals wishing to speak on the same topic designate a spokesperson. He introduced each member of the Governing Board and staff present at the dais (this served as roll call). A quorum was confirmed.

1.2 Invocation and Pledge of Allegiance

Board Member Joel Schleicher offered the invocation and the Pledge of Allegiance.

1.3 Employee Recognition

Chair Armstrong recognized Mr. Ben Tomlinson for 30 years of service.

1.4 Additions/Deletions to Agenda

Mr. Brian Armstrong, Executive Director, stated there were no additions or deletions to the agenda.

A Request to Speak card was submitted for the following Consent item:

General Counsel's Report

2.7 Consideration of Final Order – Denying Petition for Declaratory Statement – Linnae Phillips, Robert Phillips, Laura Kelso, and Martin Kelso

There was good cause to approve the amended agenda as allowed by Section 120.525, Florida Statutes.

1.5 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddis spoke regarding House Bill 527.

Consent Agenda

Resource Management Committee

2.1 Knowledge Management: Springs Coast Steering Committee Governing Board Policy

Staff recommended the Board approve the Springs Coast Steering Committee Policy.

2.2 Approve the City of Seminole Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Pinellas County (Q163)

Staff recommended the Board approve use of the City of Seminole Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in the City of Seminole.

2.3 Approve the Lake Tarpon Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Pinellas County (N924)

Staff recommended the Board approve use of the Lake Tarpon Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Pinellas County

2.4 Approve the City of St. Petersburg Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Pinellas County (N904)

Staff recommended the Board approve use of the City of St. Petersburg Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Pinellas County.

Operations, Lands and Resource Monitoring Committee

2.5 Donation of Utility Easement to Withlacoochee River Electric Cooperative (WREC) – Green Swamp Wilderness Preserve West Tract, SWF Parcel No. 10-400-179X

Staff recommended the Board:

- Approve the Easement donation and authorize the Chair and Secretary to execute on behalf of the District; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

General Counsel's Report

2.6 Authorization to Issue Administrative Complaint and Order – Environmental Resource Permit Violations; Unauthorized Activities – Edward J. Avella Trust – Pasco

Staff recommended the Board:

1. Authorize District staff to issue an Administrative Complaint and Order to Edward J. Avella, Trustee of the Edward J. Avella Living Trust dated April 24, 2008, and any other necessary party to obtain compliance with District rules.
2. Authorize District staff to initiate an action in Circuit Court against the Edward J. Avella Living Trust dated April 24, 2008, and any other necessary party to recover a civil penalty/administrative fine, enforcement costs, litigation costs, and attorney's fees, if appropriate.
3. Authorize District staff to obtain compliance with the terms of the Administrative Complaint and Order in Circuit Court, if necessary.

2.7 Consideration of Final Order – Denying Petition for Declaratory Statement – Linnae Phillips, Robert Phillips, Laura Kelso, and Martin Kelso

~~Staff recommended the Board approve the Final Order denying the Petition for Declaratory Statement filed by Linnae Phillips, Robert Phillips, Laura Kelso, and Martin Kelso.~~

Executive Director's Report

2.8 Approve Governing Board Minutes – February 27, 2024

Staff recommended the Board approve the minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio –00:11:57)

Discussion

Finance/Outreach and Planning Committee

Vice Chair Michelle Williamson called the committee to order.

3.1 Consent Item(s) Moved to Discussion - None

3.2 Legislative Update

Ms. Cara Martin, Government and Community Affairs Office Chief, provided an overview of the 2024 Legislative Session. She provided a summary of the session and outlined the \$117.46 billion budget for FY2024-2025. Ms. Martin provided an overview of Senate Bill 1638 which provided funding for Environmental Resource Management. She summarized the \$3.4 billion funding allocated for the Florida Department of Environmental Protection and highlighted \$2.25 million funding appropriated for the District. Ms. Martin specifically addressed funding projects that will benefit the water supply authorities within the District. She provided an overview of District related bills that passed and failed to pass. Ms. Martin congratulated the Governing Board Members and the Executive Director who were successfully confirmed by the Senate. She thanked the Governor and the Legislature for their support of the environmental budget. Ms. Martin provided a timeline of the upcoming committee weeks and the FY2025 legislative session.

This item was for information only. No action was required.

3.3 Water Conservation Month: District FY23 Conservation Efforts

Ms. Katherine Munson, Lead Communications Coordinator, provided a history of the District's water conservation efforts and an overview of efforts that occurred across multiple Bureaus and Divisions in Fiscal Year (FY) 2023. This included cost-share programs that funded conservation projects, including the CFI, WISE, FARMs, and Mini-FARMs programs; utilities services provided by District staff to enhance system efficiencies and reduce system losses; the District's Water

Conservation Initiative; education and outreach efforts; regulatory programs; and research. . She responded to questions.

Board Member Joel Schleicher commended the presentation but asked why water conservation is not promoted year-round. Ms. Munson stated that although conservation is routinely promoted, April is considered the driest month of the year and when water demands begin to increase due to hot and dry conditions. Board Member Nancy Watkins suggested renaming the month of April to “Water Conservation Education and Awareness month”. Staff agreed to consider this suggestion.

Staff recommended the Board approve and execute Resolution No. 24-01 declaring April 2024 as “Water Conservation Month.”

A motion was made and seconded to approve staff's recommendation. The motion passed with eight in favor and one opposed. Board Member Schleicher explained his opposition was related to the naming convention. (Audio –00:39:41)

3.4 **Budget Transfer Report**

This item was for information only. No action was required.

Resource Management Committee

Vice Chair Michelle Williamson called the committee to order.

4.1 **Consent Item(s) Moved to Discussion** - None

Operations, Lands and Resource Monitoring Committee

Vice Chair Michelle Williamson called the committee to order.

5.1 **Consent Item(s) Moved to Discussion** - None

5.2 **Lease Agreement with Hernando County - Weeki Wachee Preserve, SWF Parcel No. 15-773-243X**

Ms. Ellen Morrison, Land Resources Bureau Chief, presented information regarding a proposed agreement requested by Hernando County (County) for the lease of the Weeki Wachee Preserve (Preserve). She presented historical information regarding the Preserve and its recreational uses. Ms. Morrison outlined the previous requests from the County and the final proposed lease. She stated that the District requires that any recreation at the Preserve be of a passive nature and in-line with the preservation intent of the current usage level.

Ms. Morrison stated that in lieu of the County’s request for a five-year path to purchase all or part of the park, the County would receive the Right of First Refusal (ROFR) if the property was to be considered for surplus. However, she emphasized that in seven previous surplus evaluations, this property has not been recommended for surplus.

Board Member Kelly Rice asked if consideration could be given to ensure the property remains in government ownership if it was ever considered for surplus. Ms. Morrison responded that language could be included to address these concerns.

Board Member Nancy Watkins asked if objections from the Sierra Club had been resolved. Mr. Brian Armstrong, Executive Director, stated the County received a letter from the Sierra Club outlining concerns they think need to be addressed and issues they think have been resolved.

Fourteen Request to Speak cards were received for this item.

Ms. DeeVon Quirolo, Sierra Club Adventure Coast Group (Group) stated the Group's primary objection involves human and bear interactions as related to the picnic pavilions. She stated these concerns could be addressed through a provision requiring the implementation of the Florida Fish and Wildlife Conservation Commission (FFWCC) Florida Black Bear Management Plan (BMP). She also suggested a stakeholder group be created to oversee the implementation of the management plan. She expressed concerns regarding the ROFR. She stated appreciation that some of the Group's earlier concerns had been addressed.

Mr. Eugene Kelly, Florida Native Plant Society (Society), stated the Society is accepting of the lease with the exception of the concerns related to the black bears. The Society requested a provision be added to address these concerns. Mr. Kelly also expressed concerns regarding the ROFR provision.

Dr. John Paul-Reeve spoke in opposition to the proposed development of the Weeki Wachee Preserve.

Ms. Kelly Reeve submitted a Request to Speak card but declined to speak.

Ms. Lisa Savarese spoke in opposition to the proposed development of the Preserve.

Ms. Tommie Toler spoke in opposition to the proposed development at the Preserve.

Ms. Joann Serkey spoke in opposition to the proposed development at the Preserve.

Ms. Jodie Pillarella spoke in opposition to the proposed development at the Preserve. She presented signed petitions. She spoke against the creation of a boardwalk and suggested the use of mulch trails.

Mr. Kevin Love stated he worked for the District and worked on the Land Management Plan for the Preserve. He spoke in opposition to the proposed development at the Preserve. Mr. Mitten asked Mr. Love if anything in the lease was prohibited in the existing Land Management plan that he worked on. Mr. Love said no.

Ms. Jenine Schmit spoke in opposition to the proposed development at the Preserve.

Ms. Leslie Tomilson, Preserve the Preserve, expressed concerns regarding the ROFR and spoke in opposition to the proposed development at the Preserve.

Mr. David Snutes spoke in opposition to the proposed development at the Preserve.

Ms. Marsha Shoemaker spoke in opposition to the proposed development at the Preserve.

Mr. Charles Lee, Advocacy of Audubon Florida (Advocacy), commended the District for their part in the negotiations related to the language in the lease. He stated the Advocacy has mixed concerns regarding the ROFR and suggested language be added to the lease to limit any future use by the County.

Vice Chair Williamson asked Mr. Chris Linsbeck, representing Hernando County (County), to address the concerns raised regarding the management of the black bears in the Preserve. Mr. Chris Linsbeck highlighted information that was provided in a letter from the County to the District. He stated the County is aware of the FFWCC Florida Black Bear BMP and will be reviewing and ensuring its implementation.

Board Member Robert Stern asked if the County would be open to public input regarding the design and use of materials for the proposed Preserve. Mr. Linsbeck responded in the affirmative and stated that currently there are no construction development plans.

Secretary John Mitten asked what type of easements are integrated into surplus lands. Mr. Armstrong stated easements are determined by the type of property. He provided a brief summary of the process.

Board Member Holton expressed concerns regarding the management of the black bears and other wildlife. He asked if the County had any studies associated with the environmental impacts to the wildlife community. Mr. Linsbeck responded in the negative but stated the County has no objective in incorporating the necessary language in the lease. Mr. Armstrong stated that the FFWCC would be responsible for studies and BMPs associated with the black bear.

Board Member Stern expressed his support for the ROFR and clarified the process and benefits associated with it. Chair Armstrong added that the Board would have the ability to impose protective restrictions if the property was ever considered for surplus. It was reiterated that no consideration was being given to surplus this property. Board Member Watkins agreed and questioned why that ROFR language is necessary based on the Board's ability to impose restrictions if the property is considered for surplus. Board Member Schleicher stated that although he supports the surplus of some properties, he does not believe that consideration would be given to surplus the Preserve.

Board Member Holton asked if FFWCC needs to provide any approval before the County proceeds. Mr. Linsbeck responded that before submitting any final designs, the appropriate steps will be taken to ensure all required BMPs are followed.

Vice Chair Williamson asked if there were gopher tortoises on the Preserve and what protection would be ensured. Mr. Brian Starford, Operations, Lands and Resource Monitoring Director, responded in the affirmative. Mr. Hall asked if the District would approve the permits. Mr. Starford stated that the District would not necessarily approve the permits, but the County would have to submit the plans for approval.

Vice Chair Williamson asked about the concerns that were presented regarding the County's management of their current parks, specifically maintenance of boardwalks. Mr. Linsbeck provided examples of improvements the County has addressed and stated a master plan is in development.

Board Member John Hall addressed language in the lease that allows the District the right to inspect and terminate the agreement if it is determined the County is not maintaining the property as indicated in the lease. He asked if there are scheduled inspections. Mr. Starford stated that although inspections are done on properties the District has agreements with, there are no set schedules as the schedules are specific to the properties. The District does land management activities on the property connected to the park and will conduct inspections to ensure the lease is followed. Board Member Hall asked if the District had reviewed the surveys and letters from the constituents that expressed their desire to improve the County's existing parks rather than acquire the Preserve. Mr. Starford responded in the affirmative. He stated that the language in the proposed lease is reflective of the input received from public stakeholders.

Board Member Watkins asked if any improvements proposed by the County would require approval from the District prior to initiating. Ms. Morrison responded in the affirmative. Board Member Watkins stated she would like the FFWCC Florida Black Bear BMP language added to the lease. She reiterated her concerns as related to the ROFR.

Board Member Watkins introduced a motion to amend the lease to remove the Right of First Refusal. The motion failed for lack of a second.

Mr. Chris Tumminia, General Counsel, clarified that Paragraph 15 of the lease agreement requires the County to develop an education and recreation management plan to be approved by the District. He asked Ms. Morrison to confirm that the District would require, as part of the recreation management plan submitted by the County, the inclusion of the FFWCC Florida Black Bear BMP. Ms. Morrison responded in the affirmative.

Secretary Mitten asked if the ROFR language is contained in any other District leases. Mr. Tumminia responded he was unable to confirm but would get that information.

Staff recommended the Board:

- Approve the Lease Agreement Between the Southwest Florida Water Management District and Hernando County for the Weeki Wachee Preserve Park; and
- Authorize the Governing Board Chair to execute the Lease Agreement on behalf of the District; and
- Authorize staff to make minor changes or corrections to conform documents or correct scrivener's errors; any substantive changes will be subject to Governing Board review and approval; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 02:07:24)

Regulation Committee

Vice Chair Michelle Williamson called the committee to order.

6.1 Consent Item(s) Moved to Discussion - None

6.2 Denials Referred to the Governing Board

No denials were presented.

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion

2.7 Consideration of Final Order – Denying Petition for Declaratory Statement – Linnae Phillips, Robert Phillips, Laura Kelso, and Martin Kelso

A Request to Speak Card was received for this item.

Mr. Destin Dawsy, Attorney, provided an overview of the process and statutory language that applies when a Petition for Declaratory Statement (Petition) is filed with the District. He stated the filed Petition seeks a statement from the District regarding Harbor Bay Community Development District's obligation for compliance with Section 373.430(1), Florida Statutes, Rule 62-302.300, Florida Administrative Code, and with Environmental Resource Permit Numbers 4318838.004 and 44018838.012. He explained that the District must deny the Petition as the Petitioners do not seek a determination concerning the applicability of the statutes, rules, or permit conditions to the Petitioners' particular set of circumstances but rather as they pertain to Harbor Bay Community Development District, a third party.

Dr. Robert Phillips, representing the Petitioners, spoke in opposition to denying the Petition for Declaratory Statement. He stated that the Petitioners are requesting clarification as to which entity is responsible for the MiraBay Lagoon.

Vice Chair Williamson asked if there are possible permit violations. Mr. Dawsy responded that staff is unaware of any current compliance issues associated with this project. Vice Chair Williamson asked that staff continue to investigate if there are any potential violations. Mr. Tumminia responded in the affirmative.

Staff recommended the Board approve the Final Order denying the Petition for Declaratory Statement filed by Linnae Phillips, Robert Phillips, Laura Kelso, and Martin Kelso.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 02:15:47)

7.2 2024 Sunshine Law Presentation

Ms. Taylor Greenan, Attorney, provided a presentation that included background concerning the creation of the Sunshine Law. She defined the law and provided an overview of requirements that must be observed. Ms. Greenan stated that Board members are subject to this law and outlined the requirements that Board members must adhere to in order to maintain compliance. She stated that meetings must be open to the public, reasonably noticed and minutes of meetings be provided. Ms. Greenan provided examples of the types of communications that are considered meetings. She outlined what may be considered violations, penalties, and provided hypothetical examples. Ms. Greenan stated best judgement should be used when discussion could involve a “foreseeable matter” and explained there was no concrete definition. She stated that any action taken by the Board that is determined to be in violation of the law is considered invalid. Ms. Greenan explained the process of curing violations. She addressed violations of the law as related to social media and provided hypothetical examples. Ms. Greenan responded to questions.

This item was for information only. No action was required.

7.3 Affirm Governing Board Committee Actions

Staff recommended the Board affirm the actions taken by the Governing Board Committees.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 02:30:48))

Committee/Liaison Reports

8.1 Industrial Advisory Committee

A written summary of the February 13 meeting was provided.

8.2 Public Supply Advisory Committee

A written summary of the February 13 meeting was provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Armstrong thanked the Governor and the Florida Legislature for the FY2025 funding approved this session. He also expressed appreciation for the Board Member confirmations passed by the Senate.

Chair's Report

10.1 Chair's Report

Chair Armstrong stated the next Board meeting is scheduled for Tuesday, April 23 at 9:00 a.m., in the Tampa Office.

Board Member Rice stated the Board was invited to tour the Middleton Development in the Villages on Friday, March 15. He wanted it recognized that all water supply needs for that development is being met by alternative water supplies.

10.2 Employee Milestones

A written summary was provided.

Adjournment

The meeting was adjourned at 11:37 a.m.

DRAFT

Governing Board Meeting

April 23, 2024

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	Discussion: Information Item: Consent Item(s) Moved to Discussion	101
3.2	Discussion: Action Item: Investment Strategy Quarterly Update	102
3.3	Discussion: Action Item: Fiscal Year 2022-23 Annual Comprehensive Financial Report.....	114
3.4	Discussion: Information Item: Knowledge Management: Conduct of Board Meetings Policy	115
3.5	Submit & File: Information Item: Budget Transfer Report	124
3.6	Submit & File: Information Item: Office of Inspector General Quarterly Update January 1 to March 31, 2024	126

FINANCE/OUTREACH AND PLANNING COMMITTEE

April 23, 2024

Discussion: Information Item: Consent Item(s) Moved to Discussion

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

Michelle Weaver, P.E., Division Director, Employee, Outreach and General Services Division

FINANCE/OUTREACH AND PLANNING COMMITTEE

April 23, 2024

Discussion: Action Item: Investment Strategy Quarterly Update

Purpose

Provide quarterly update of the investment portfolio.

Background

In accordance with Board Policy, Investments, a quarterly investment report shall include the following:

1. A listing of individual securities by class and type held at the end of the reporting period.
2. Percentage of available funds represented by each investment type.
3. Coupon, discount, or earning rate.
4. Average life or duration and final maturity of all investments.
5. Par value and market value.
6. In addition to the standard gross-of-fee-performance reporting that is presented, net-of-fee performance will be provided by the Investment Manager.
7. A summary of District's investment strategy.
8. The year-end quarterly report ended September 30th will show performance on both a book value and total rate of return basis and will compare the results to the portfolio's performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

Staff Recommendation:

Accept and place on file the District's Quarterly Investment Reports for the quarter ended March 31, 2024.

Presenter:

John F. Grady III, Managing Director, Public Trust Advisors, LLC

Quarterly Investment Report for Period Ended March 31, 2024



Southwest Florida Water Management District Investment Program Review
2379 Broad Street
Brooksville, FL 34604-6899

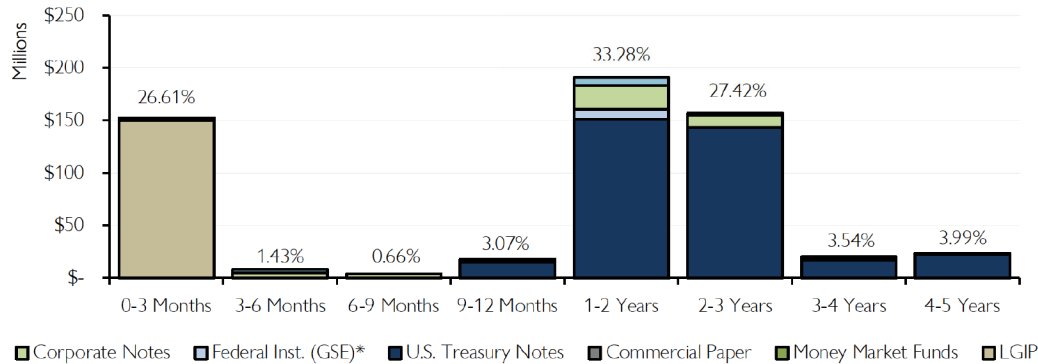
Public Trust Advisors LLC
201 E. Pine Street, Suite 750
Orlando, Florida 32801

Southwest Florida Water Management District All Assets Summary Comparison for the period January 1, 2024 to March 31, 2024

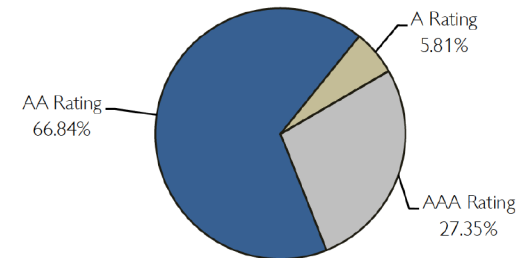
Southwest Florida Water Management District All Assets Portfolio	January 1, 2024 Beginning Balance	March 31, 2024 Ending Balance	Portfolio Characteristic	January 1, 2024 Beginning Balance	March 31, 2024 Ending Balance
Book Value Plus Accrued	\$ 595,582,554	\$ 579,445,553	Weighted Book Yield	4.05%	4.18%
Net Unrealized Gain/Loss	(4,412,889)	(6,349,368)	Weighted Duration	1.44 Years	1.44 Years
Net Pending Transactions	63,456	335,542			
Market Value Plus Accrued Net	\$ 591,233,121	\$ 573,431,727			

Individual Portfolio Characteristics	January 1, 2024 Beginning Balance	March 31, 2024 Ending Balance	March 31, 2024 Monthly Earnings	March 31, 2024 Quarterly Earnings	March 31, 2024 YTD Earnings
Liquid Portfolio (SBA-Florida Prime)	\$ 168,566,310	\$ 149,831,798	\$ 720,622	\$ 2,263,089	\$ 3,931,948
Short Term 1-3 Year	315,126,210	316,072,993	837,405	2,298,415	3,420,657
Medium Term 1-5 Year	107,540,601	107,526,936	61,475	571,181	1,148,586
Market Value Plus Accrued Net	\$ 591,233,121	\$ 573,431,727	\$ 1,619,502	\$ 5,132,685	\$ 8,501,191
		Less Advisory Fees:	\$ (10,558)	\$ (30,971)	\$ (62,029)
		Total Earnings Net of Fees	\$ 1,608,944	\$ 5,101,714	\$ 8,439,162
		Blended Basis Fee (Annualized)	0.02186%	0.02138%	0.02141%

Maturity Distribution By Type



Portfolio Allocation By Standard and Poors' Rating



See additional disclosures for footnotes. Certain figures adjusted for rounding.

Additional Disclosure

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. Please review the contents of this statement carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio or security detail, or any other facet of your statement, please feel free to contact us.

Public Trust Advisor's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by Public Trust Advisors. The custodian bank maintains the control of assets and executes and settles all investments transactions. The custodian statement is the official record of security and cash holdings transactions. Public Trust Advisors recognizes that clients may use these reports to facilitate record keeping; therefore the custodian bank statement and the Public Trust Advisors statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference. Please contact your relationship manager or our toll free number 855-395-3954 with questions regarding your account.

Public Trust Advisors does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Pricing sources from our reporting platform are provided by Clearwater reporting platform and are established by Clearwater's internal pricing procedures. Clearwater utilizes a hierarchical pricing model which starts with one of the industry's pricing sources, S&P Capital IQ. Securities with short maturities and infrequent secondary market trades are typically priced via mathematical calculations. The Securities in this investment portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by Public trust Advisors, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency, unless otherwise specifically stated. Investment in fixed income securities involves risks, including the possible loss of the amount invested.

Past performance is not an indication of future performance.

Beginning and Ending Balances based on Market Value plus Accrued Interest on a Trade Date basis.

Public Trust Advisors is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, privacy policy, or code of ethics please contact Service Operations at the address below.

Public Trust Advisors
717 17th Street, Suite 1850
Denver, CO 80202

Portfolio Holdings

01/01/2024 to 03/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
CASH								0.00%			
Cash CCYUSD 0.00%	03/31/24 03/31/24 0.00	-- --	(0.00)	(\$0.00) (\$0.00)	(\$0.00) 1.00	(\$0.00) \$0.00	\$0.00	(0.00%)	N --	0.00% 0.00% 0.00%	AAA Aaa
Receivable CCYUSD 0.00%	03/31/24 03/31/24 0.00	-- --	335,542.34	335,542.34 335,542.34	335,542.34 1.00	335,542.34 0.00	0.00	0.08%	N --	0.00% 0.00% 0.00%	AAA Aaa
CASH TOTAL	03/31/24 03/31/24 0.00	-- --	335,542.34	\$335,542.34 \$335,542.34	\$335,542.34 1.00	\$335,542.34 \$0.00	\$0.00	0.08%	N --	0.00% 0.00% 0.00%	AAA Aaa
MMFUND								0.00%			
FEDERATED HRMS GV O INST 60934N104 5.19%	03/31/24 03/31/24 0.00	-- --	2,662,820.35	\$2,662,820.35 \$2,662,820.35	\$2,662,820.35 1.00	\$2,662,820.35 \$0.00	(\$0.00)	0.63%	N --	5.19% -- --	AAA Aaa
MMFUND TOTAL	03/31/24 03/31/24 0.00	-- --	2,662,820.35	\$2,662,820.35 \$2,662,820.35	\$2,662,820.35 1.00	\$2,662,820.35 \$0.00	(\$0.00)	0.63%	N --	5.19% -- --	AAA Aaa
US GOV								0.00%			
UNITED STATES TREASURY 91282CGN5 4.62%	02/28/25 02/28/25 0.89	05/01/23 05/03/23	800,000.00	\$805,125.00 \$802,632.06	\$796,750.00 99.59	\$799,967.39 \$3,217.39	(\$5,882.06)	0.19%	N --	4.25% 5.08% --	AA+ Aaa
UNITED STATES TREASURY 9128284F4 2.62%	03/31/25 03/31/25 0.96	04/27/22 04/28/22	14,600,000.00	14,570,343.75 14,589,679.82	14,262,375.00 97.69	14,263,422.13 1,047.13	(327,304.82)	3.37%	N --	2.70% 5.01% --	AA+ Aaa
UNITED STATES TREASURY 91282CEQ0 2.75%	05/15/25 05/15/25 1.08	06/09/22 06/10/22	9,450,000.00	9,388,353.49 9,425,838.09	9,221,132.81 97.58	9,319,656.85 98,524.04	(204,705.28)	2.20%	N --	2.98% 4.98% --	AA+ Aaa
UNITED STATES TREASURY 9128284R8 2.88%	05/31/25 05/31/25 1.12	07/07/22 07/08/22	13,000,000.00	12,928,398.44 12,970,579.21	12,691,250.00 97.62	12,816,854.51 125,604.51	(279,329.21)	3.03%	N --	3.07% 4.98% --	AA+ Aaa
UNITED STATES TREASURY 91282CEY3 3.00%	07/15/25 07/15/25 1.24	-- --	8,135,000.00	7,839,559.40 7,970,986.31	7,943,064.84 97.64	7,994,690.81 51,625.96	(27,921.47)	1.89%	N --	4.63% 4.90% --	AA+ Aaa
UNITED STATES TREASURY 912828Y79 2.88%	07/31/25 07/31/25 1.29	08/29/22 08/30/22	13,750,000.00	13,534,082.03 13,648,929.02	13,393,359.38 97.41	13,459,606.80 66,247.42	(255,569.65)	3.18%	N --	3.44% 4.89% --	AA+ Aaa
UNITED STATES TREASURY 91282CFE6 3.12%	08/15/25 08/15/25 1.33	08/29/22 08/30/22	10,370,000.00	10,276,832.08 10,325,655.11	10,131,814.06 97.70	10,172,767.02 40,952.95	(193,841.05)	2.40%	N --	3.45% 4.86% --	AA+ Aaa

Southwest Florida WMD - Aggregate

Public Trust Advisors

Portfolio Holdings

01/01/2024 to 03/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 9128285J5 3.00%	10/31/25 10/31/25 1.51	06/22/23 06/26/23	9,400,000.00	9,068,796.92 9,173,381.50	9,142,968.75 97.27	9,261,501.72 118,532.97	(30,412.75)	2.19%	N --	4.60% 4.81% --	AA+ Aaa
UNITED STATES TREASURY 91282CFW6 4.50%	11/15/25 11/15/25 1.53	11/28/22 11/29/22	14,200,000.00	14,309,828.20 14,261,890.94	14,135,656.25 99.55	14,377,914.49 242,258.24	(126,234.69)	3.39%	N --	4.22% 4.79% --	AA+ Aaa
UNITED STATES TREASURY 91282BM56 2.25%	11/15/25 11/15/25 1.56	11/28/22 11/29/22	11,075,000.00	10,475,825.22 10,738,143.98	10,637,191.41 96.05	10,731,663.59 94,472.18	(100,952.57)	2.53%	N --	4.21% 4.80% --	AA+ Aaa
UNITED STATES TREASURY 91282CGA3 4.00%	12/15/25 12/15/25 1.62	-- --	8,800,000.00	8,805,460.92 8,799,336.37	8,691,375.00 98.77	8,795,243.85 103,868.85	(107,961.37)	2.08%	N --	4.00% 4.76% --	AA+ Aaa
UNITED STATES TREASURY 91282CJS1 4.25%	12/31/25 12/31/25 1.65	02/01/24 02/02/24	8,525,000.00	8,529,329.10 8,529,060.90	8,455,734.38 99.19	8,547,307.86 91,573.49	(73,326.53)	2.02%	N --	4.22% 4.73% --	AA+ Aaa
UNITED STATES TREASURY 91282CGE5 3.88%	01/15/26 01/15/26 1.70	01/26/23 01/30/23	9,750,000.00	9,747,714.89 9,748,673.62	9,609,843.75 98.56	9,689,765.62 79,921.88	(138,829.87)	2.29%	N --	3.88% 4.72% --	AA+ Aaa
UNITED STATES TREASURY 91282CBH3 0.38%	01/31/26 01/31/26 1.79	03/15/21 03/16/21	4,450,000.00	4,355,263.68 4,413,980.44	4,114,164.06 92.45	4,116,960.59 2,796.53	(299,816.38)	0.97%	N --	0.82% 4.70% --	AA+ Aaa
UNITED STATES TREASURY 91282CGL9 4.00%	02/15/26 02/15/26 1.78	06/22/23 06/26/23	3,725,000.00	3,679,310.57 3,692,141.43	3,678,437.50 98.75	3,697,267.17 18,829.67	(13,703.93)	0.87%	N --	4.50% 4.70% --	AA+ Aaa
UNITED STATES TREASURY 91282CBQ3 0.50%	02/28/26 02/28/26 1.87	10/27/21 10/28/21	850,000.00	829,812.50 840,988.06	785,585.94 92.42	785,955.50 369.57	(55,402.13)	0.19%	N --	1.06% 4.67% --	AA+ Aaa
UNITED STATES TREASURY 9128286F2 2.50%	02/28/26 02/28/26 1.84	03/08/23 03/10/23	10,000,000.00	9,384,375.00 9,594,286.12	9,604,687.50 96.05	9,626,426.63 21,739.13	10,401.38	2.27%	N --	4.74% 4.67% --	AA+ Aaa
UNITED STATES TREASURY 91282CGR6 4.62%	03/15/26 03/15/26 1.85	05/01/23 05/03/23	12,500,000.00	12,755,859.38 12,677,735.43	12,490,234.38 99.92	12,516,941.24 26,706.86	(187,501.05)	2.95%	N --	3.86% 4.67% --	AA+ Aaa
UNITED STATES TREASURY 91282CBT7 0.75%	03/31/26 03/31/26 1.94	04/22/21 04/23/21	6,000,000.00	5,987,578.14 5,994,920.37	5,559,375.00 92.66	5,559,497.95 122.95	(435,545.37)	1.31%	N --	0.79% 4.63% --	AA+ Aaa
UNITED STATES TREASURY 91282CBW0 0.75%	04/30/26 04/30/26 2.02	07/08/21 07/09/21	2,450,000.00	2,454,210.94 2,451,840.30	2,263,187.50 92.38	2,270,911.06 7,723.56	(188,652.80)	0.54%	N --	0.71% 4.62% --	AA+ Aaa

Portfolio Holdings

01/01/2024 to 03/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 9128286S4 2.38%	04/30/26 04/30/26 1.98	05/01/23 05/03/23	12,500,000.00	11,986,816.41 12,137,259.97	11,945,312.50 95.56	12,070,097.87 124,785.37	(191,947.47)	2.85%	N --	3.84% 4.63% --	AA+ Aaa
UNITED STATES TREASURY 91282CHB0 3.62%	05/15/26 05/15/26 1.99	06/22/23 06/26/23	12,000,000.00	11,746,875.00 11,811,297.35	11,763,750.00 98.03	11,928,667.58 164,917.58	(47,547.35)	2.82%	N --	4.41% 4.60% --	AA+ Aaa
UNITED STATES TREASURY 91282CHH7 4.12%	06/15/26 06/15/26 2.07	06/22/23 06/26/23	10,300,000.00	10,229,589.82 10,246,998.64	10,200,218.75 99.03	10,325,591.70 125,372.95	(46,779.89)	2.44%	N --	4.37% 4.59% --	AA+ Aaa
UNITED STATES TREASURY 91282CCJ8 0.88%	06/30/26 06/30/26 2.18	07/22/21 07/23/21	860,000.00	866,853.13 863,149.43	792,946.88 92.20	794,848.80 1,901.92	(70,202.55)	0.19%	N --	0.71% 4.55% --	AA+ Aaa
UNITED STATES TREASURY 91282CHM6 4.50%	07/15/26 07/15/26 2.14	-- --	13,350,000.00	13,321,972.66 13,327,984.07	13,329,140.62 99.84	13,456,222.36 127,081.73	1,156.55	3.18%	N --	4.58% 4.57% --	AA+ Aaa
UNITED STATES TREASURY 91282CHU8 4.38%	08/15/26 08/15/26 2.23	08/29/23 08/30/23	13,000,000.00	12,926,367.19 12,940,386.90	12,949,218.75 99.61	13,021,093.75 71,875.00	8,831.85	3.07%	N --	4.58% 4.55% --	AA+ Aaa
UNITED STATES TREASURY 9128282A7 1.50%	08/15/26 08/15/26 2.29	10/11/23 10/12/23	2,800,000.00	2,555,875.00 2,594,033.80	2,608,812.50 93.17	2,614,120.19 5,307.69	14,778.70	0.62%	N --	4.82% 4.56% --	AA+ Aaa
UNITED STATES TREASURY 91282CCW9 0.75%	08/31/26 08/31/26 2.35	10/27/21 10/28/21	5,225,000.00	5,131,317.38 5,177,661.66	4,775,976.56 91.41	4,779,384.17 3,407.61	(401,685.09)	1.13%	N --	1.13% 4.54% --	AA+ Aaa
UNITED STATES TREASURY 91282CHY0 4.62%	09/15/26 09/15/26 2.30	-- --	10,575,000.00	10,508,112.31 10,520,253.05	10,599,785.16 100.23	10,622,379.16 22,594.00	79,532.11	2.51%	N --	4.85% 4.52% --	AA+ Aaa
UNITED STATES TREASURY 91282CCZ2 0.88%	09/30/26 09/30/26 2.42	10/27/21 10/28/21	2,090,000.00	2,063,303.51 2,076,272.70	1,912,350.00 91.50	1,912,399.97 49.97	(163,922.70)	0.45%	N --	1.14% 4.50% --	AA+ Aaa
UNITED STATES TREASURY 91282CJC6 4.62%	10/15/26 10/15/26 2.33	11/03/23 11/06/23	10,850,000.00	10,846,609.38 10,847,284.18	10,880,515.62 100.28	11,112,226.86 231,711.24	33,231.44	2.62%	N --	4.64% 4.51% --	AA+ Aaa
UNITED STATES TREASURY 912828U24 2.00%	11/15/26 11/15/26 2.50	-- --	14,125,000.00	13,219,097.65 13,343,014.71	13,259,843.75 93.88	13,366,945.40 107,101.65	(83,170.96)	3.16%	N --	4.26% 4.50% --	AA+ Aaa
UNITED STATES TREASURY 91282CJK8 4.62%	11/15/26 11/15/26 2.41	12/06/23 12/08/23	6,675,000.00	6,727,669.92 6,722,416.29	6,696,902.34 100.33	6,813,944.07 117,041.72	(25,513.95)	1.61%	N --	4.33% 4.49% --	AA+ Aaa

Portfolio Holdings

01/01/2024 to 03/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CJT9 4.00%	01/15/27 01/15/27 2.59	02/01/24 02/02/24	12,000,000.00	12,012,656.25 12,012,058.93	11,857,500.00 98.81	11,959,038.46 101,538.46	(154,558.93)	2.82%	N --	3.96% 4.45% --	AA+ Aaa
UNITED STATES TREASURY 91282BV98 2.25%	02/15/27 02/15/27 2.74	01/26/23 01/30/23	490,000.00	464,064.45 471,188.40	461,212.50 94.12	462,605.77 1,393.27	(9,975.90)	0.11%	N --	3.67% 4.44% --	AA+ Aaa
UNITED STATES TREASURY 91282CKA8 4.12%	02/15/27 02/15/27 2.67	03/07/24 03/11/24	12,225,000.00	12,167,217.77 12,168,331.92	12,121,851.56 99.16	12,185,579.41 63,727.85	(46,480.36)	2.88%	N --	4.30% 4.44% --	AA+ Aaa
UNITED STATES TREASURY 91282CEC1 1.88%	02/28/27 02/28/27 2.79	03/09/22 03/11/22	2,075,000.00	2,075,972.66 2,075,583.90	1,930,398.44 93.03	1,933,781.59 3,383.15	(145,185.47)	0.46%	N --	1.87% 4.44% --	AA+ Aaa
UNITED STATES TREASURY 91282CEF4 2.50%	03/31/27 03/31/27 2.81	04/27/22 04/28/22	1,865,000.00	1,841,031.84 1,850,036.01	1,765,630.47 94.67	1,765,757.86 127.39	(84,405.54)	0.42%	N --	2.78% 4.41% --	AA+ Aaa
UNITED STATES TREASURY 91282CEN7 2.75%	04/30/27 04/30/27 2.88	08/29/22 08/30/22	1,275,000.00	1,244,071.29 1,254,094.26	1,214,238.28 95.23	1,228,976.09 14,737.81	(39,855.98)	0.29%	N --	3.31% 4.42% --	AA+ Aaa
UNITED STATES TREASURY 91282CET4 2.62%	05/31/27 05/31/27 2.97	06/09/22 06/10/22	2,300,000.00	2,254,988.29 2,270,596.94	2,179,609.38 94.77	2,199,899.33 20,289.96	(90,987.56)	0.52%	N --	3.05% 4.41% --	AA+ Aaa
UNITED STATES TREASURY 91282R0 2.25%	08/15/27 08/15/27 3.19	08/29/22 08/30/22	3,800,000.00	3,619,054.69 3,673,793.67	3,547,656.25 93.36	3,558,461.20 10,804.95	(126,137.42)	0.84%	N --	3.30% 4.38% --	AA+ Aaa
UNITED STATES TREASURY 91282CAL5 0.38%	09/30/27 09/30/27 3.40	11/28/22 11/29/22	3,800,000.00	3,211,296.89 3,363,299.14	3,313,125.00 87.19	3,313,163.93 38.93	(50,174.14)	0.78%	N --	3.92% 4.36% --	AA+ Aaa
UNITED STATES TREASURY 91282CFZ9 3.88%	11/30/27 11/30/27 3.34	01/26/23 01/30/23	4,200,000.00	4,253,812.50 4,241,748.26	4,133,062.50 98.41	4,187,757.17 54,694.67	(108,685.76)	0.99%	N --	3.58% 4.35% --	AA+ Aaa
UNITED STATES TREASURY 91282CBB6 0.62%	12/31/27 12/31/27 3.63	03/09/23 03/13/23	2,500,000.00	2,112,402.34 2,191,057.52	2,182,031.25 87.28	2,185,980.43 3,949.18	(9,026.27)	0.52%	N --	4.23% 4.33% --	AA+ Aaa
UNITED STATES TREASURY 91282CGH8 3.50%	01/31/28 01/31/28 3.53	05/01/23 05/03/23	775,000.00	768,945.31 770,057.29	752,234.38 97.06	756,780.05 4,545.67	(17,822.92)	0.18%	N --	3.68% 4.34% --	AA+ Aaa
UNITED STATES TREASURY 91282CBS9 1.25%	03/31/28 03/31/28 3.80	05/01/23 05/03/23	2,550,000.00	2,274,679.69 2,322,219.66	2,265,515.62 88.84	2,265,602.72 87.09	(56,704.03)	0.53%	N --	3.67% 4.31% --	AA+ Aaa

Supporting Reports

Portfolio Holdings

01/01/2024 to 03/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CGT2 3.62%	03/31/28 03/31/28 3.61	12/06/23 12/08/23	750,000.00	733,681.64 734,812.21	731,132.81 97.48	731,207.10 74.28	(3,679.40)	0.17%	N --	4.18% 4.32% --	AA+ Aaa
UNITED STATES TREASURY 91282CHA2 3.50%	04/30/28 04/30/28 3.70	08/02/23 08/04/23	1,375,000.00	1,330,043.95 1,335,835.45	1,333,750.00 97.00	1,353,978.37 20,228.37	(2,085.45)	0.32%	N --	4.27% 4.31% --	AA+ Aaa
UNITED STATES TREASURY 91282CHE4 3.62%	05/31/28 05/31/28 3.78	06/22/23 06/26/23	2,475,000.00	2,429,947.28 2,436,427.75	2,412,351.56 97.47	2,442,502.95 30,151.38	(24,076.19)	0.58%	N --	4.04% 4.29% --	AA+ Aaa
UNITED STATES TREASURY 91282CCE9 1.25%	05/31/28 05/31/28 3.97	-- --	1,950,000.00	1,697,579.15 1,730,102.54	1,725,140.62 88.47	1,733,332.22 8,191.60	(4,961.91)	0.41%	N --	4.23% 4.30% --	AA+ Aaa
UNITED STATES TREASURY 91282CCH2 1.25%	06/30/28 06/30/28 4.05	08/29/23 08/30/23	3,525,000.00	3,057,111.33 3,109,067.29	3,112,464.84 88.30	3,123,601.52 11,136.68	3,397.55	0.74%	N --	4.32% 4.29% --	AA+ Aaa
UNITED STATES TREASURY 91282CHK0 4.00%	06/30/28 06/30/28 3.83	03/07/24 03/11/24	950,000.00	944,099.61 944,180.56	939,460.94 98.89	949,065.33 9,604.40	(4,719.62)	0.22%	N --	4.16% 4.29% --	AA+ Aaa
UNITED STATES TREASURY 91282CCV1 1.12%	08/31/28 08/31/28 4.22	-- --	2,725,000.00	2,294,109.38 2,331,437.26	2,382,671.88 87.44	2,385,337.64 2,665.76	51,234.62	0.56%	N --	4.80% 4.27% --	AA+ Aaa
UNITED STATES TREASURY 91282CCY5 1.25%	09/30/28 09/30/28 4.26	12/06/23 12/08/23	1,375,000.00	1,201,567.38 1,211,893.03	1,206,562.50 87.75	1,206,609.46 46.96	(5,330.53)	0.28%	N --	4.17% 4.27% --	AA+ Aaa
UNITED STATES TREASURY 91281OFF0 5.25%	11/15/28 11/15/28 4.02	12/06/23 12/08/23	2,775,000.00	2,912,882.81 2,904,901.70	2,882,531.25 103.88	2,937,764.42 55,233.17	(22,370.45)	0.69%	N --	4.13% 4.32% --	AA+ Aaa
UNITED STATES TREASURY 91282CDP3 1.38%	12/31/28 12/31/28 4.50	02/01/24 02/02/24	2,000,000.00	1,784,531.25 1,791,032.39	1,754,687.50 87.73	1,761,638.05 6,950.55	(36,344.89)	0.42%	N --	3.80% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CDW8 1.75%	01/31/29 01/31/29 4.54	03/07/24 03/11/24	700,000.00	627,128.91 627,913.39	624,312.50 89.19	626,365.38 2,052.88	(3,600.89)	0.15%	N --	4.12% 4.24% --	AA+ Aaa
UNITED STATES TREASURY 91282CKD2 4.25%	02/28/29 02/28/29 4.39	03/07/24 03/11/24	1,100,000.00	1,107,390.63 1,107,314.78	1,101,546.88 100.14	1,105,612.09 4,065.22	(5,767.91)	0.26%	N --	4.10% 4.22% --	AA+ Aaa
US GOV TOTAL	06/09/26 06/09/26 2.07	-- --	357,735,000.00	\$350,276,786.31 \$352,187,676.08	\$347,253,639.84 97.19	\$349,982,643.20 \$2,729,003.35	(\$4,934,036.24)	82.62%	N --	3.83% 4.64% --	AA+ Aaa
GSE								0.00%			

Southwest Florida WMD - Aggregate

Public Trust Advisors

Supporting Reports

Portfolio Holdings

01/01/2024 to 03/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
FEDERAL HOME LOAN MORTGAGE CORP 3137EAEU9 0.38%	07/21/25 07/21/25 1.28	07/21/20 07/23/20	3,285,000.00	\$3,268,640.70 \$3,280,689.48	\$3,096,335.88 94.26	\$3,098,731.19 \$2,395.31	(\$184,353.60)	0.73%	N --	0.48% 4.95% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G05X7 0.38%	08/25/25 08/25/25 1.37	08/25/20 08/27/20	4,865,000.00	4,842,231.80 4,858,559.37	4,566,697.66 93.87	4,568,522.04 1,824.38	(291,861.71)	1.08%	N --	0.47% 4.94% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G06G3 0.50%	11/07/25 11/07/25 1.56	11/09/20 11/12/20	1,595,000.00	1,589,289.90 1,593,150.74	1,489,115.92 93.36	1,492,305.92 3,190.00	(104,034.82)	0.35%	N --	0.57% 4.85% --	AA+ Aaa
GSE TOTAL	08/25/25 08/25/25 1.37	-- --	9,745,000.00	\$9,700,162.40 \$9,732,399.59	\$9,152,149.46 93.92	\$9,159,559.15 \$7,409.69	(\$580,250.13)	2.16%	N --	0.49% 4.93% --	AA+ Aaa
MUNI								0.00%			
ARIZONA ST TRANSN BRD HWY REV 040654XU4 1.96%	07/01/24 07/01/24 0.25	01/10/20 02/12/20	3,100,000.00	\$3,100,000.00 \$3,100,000.00	\$3,072,968.00 99.13	\$3,088,142.50 \$15,174.50	(\$27,032.00)	0.73%	N --	1.96% 5.39% --	AA+ Aa1
FLORIDA ST BRD ADMIN FIN CORP REV 341271AD6 1.26%	07/01/25 07/01/25 1.22	04/22/22 04/26/22	3,000,000.00	2,803,110.00 2,920,134.39	2,860,110.00 95.34	2,869,545.00 9,435.00	(60,024.39)	0.68%	N --	3.45% 5.14% --	AA Aa3
OKLAHOMA CITY WATER UTILITIES TRUST 67865EAC6 3.29%	07/01/25 07/01/25 1.20	07/08/22 07/26/22	2,000,000.00	2,000,000.00 2,000,000.00	1,954,240.00 97.71	1,970,675.00 16,435.00	(45,760.00)	0.47%	N --	3.29% 5.19% --	AAA Aaa
HAWAII ST 419792L87 4.80%	10/01/25 10/01/25 1.42	12/07/23 12/19/23	1,165,000.00	1,165,000.00 1,165,000.00	1,163,730.15 99.89	1,179,577.45 15,847.30	(1,269.85)	0.28%	N --	4.81% 4.88% --	AA+ Aa2
TEXAS ST 882724T49 4.90%	10/01/25 10/01/25 1.40	08/10/23 08/29/23	1,130,000.00	1,130,000.00 1,130,000.00	1,129,819.20 99.98	1,162,425.98 32,606.78	(180.80)	0.27%	N --	4.90% 4.91% --	AAA NA
CONNECTICUT ST 20772KTH2 5.05%	05/15/26 05/15/26 1.96	06/01/23 06/22/23	1,195,000.00	1,211,024.95 1,206,887.59	1,201,536.65 100.55	1,224,334.59 22,797.94	(5,350.94)	0.29%	N --	4.55% 4.77% --	AA- Aa3
HAWAII ST 419792L95 4.59%	10/01/26 10/01/26 2.31	12/07/23 12/19/23	985,000.00	985,000.00 985,000.00	984,271.10 99.93	997,075.44 12,804.34	(728.90)	0.24%	N --	4.59% 4.62% --	AA+ Aa2

Supporting Reports

Portfolio Holdings

01/01/2024 to 03/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
NEW YORK CITY 64966QC99 3.86%	05/01/27 05/01/27 2.83	05/20/22 05/26/22	1,170,000.00	1,170,000.00 1,170,000.00	1,141,931.70 97.60	1,160,758.95 18,827.25	(28,068.30)	0.27%	N --	3.86% 4.70% --	AA Aa2
CONNECTICUT ST 20772KTJ8 5.05%	05/15/27 05/15/27 2.82	06/01/23 06/22/23	570,000.00	580,944.00 578,889.17	577,478.40 101.31	588,352.73 10,874.33	(1,410.77)	0.14%	N --	4.51% 4.59% --	AA- Aa3
OKLAHOMA CITY WATER UTILITIES TRUST 67865EAE2 3.50%	07/01/27 07/01/27 3.00	07/08/22 07/26/22	1,050,000.00	1,050,000.00 1,050,000.00	1,011,244.50 96.31	1,020,429.38 9,184.88	(38,755.50)	0.24%	N --	3.50% 4.73% --	AAA Aaa
HAWAII ST 419792M29 5.00%	10/01/27 10/01/27 3.15	12/07/23 12/19/23	90,000.00	91,514.70 91,404.24	91,420.20 101.58	92,695.20 1,275.00	15.96	0.02%	N --	4.51% 4.51% --	AA+ Aa2
HAWAII ST 419792M37 5.00%	10/01/28 10/01/28 3.95	12/07/23 12/19/23	260,000.00	265,306.60 265,006.21	265,865.60 102.26	269,548.93 3,683.33	859.39	0.06%	N --	4.52% 4.44% --	AA+ Aa2
MUNI TOTAL	11/22/25 11/22/25 1.54	-- --	15,715,000.00	\$15,551,900.25 \$15,662,321.61	\$15,454,615.50 98.39	\$15,623,561.16 \$168,945.66	(\$207,706.11)	3.69%	N --	3.60% 5.00% --	AA+ Aa2
CORP								0.00%			
TOYOTA MOTOR CREDIT CORP 89236TJN6 0.62%	09/13/24 09/13/24 0.44	09/08/21 09/13/21	5,200,000.00	\$5,197,556.00 \$5,199,631.80	\$5,090,982.00 97.90	\$5,092,607.00 \$1,625.00	(\$108,649.80)	1.20%	N --	0.64% 5.34% --	A+ A1
PACCAR FINANCIAL CORP 69371RR57 0.90%	11/08/24 11/08/24 0.59	11/02/21 11/08/21	3,875,000.00	3,874,767.50 3,874,952.88	3,772,215.62 97.35	3,786,068.75 13,853.12	(102,737.26)	0.89%	N --	0.90% 5.39% --	A+ A1
TOYOTA MOTOR CREDIT CORP 89236TJT3 1.45%	01/13/25 01/13/25 0.76	01/10/22 01/13/22	2,595,000.00	2,591,522.70 2,594,077.95	2,518,756.30 97.06	2,526,908.93 8,152.62	(75,321.65)	0.60%	N --	1.50% 5.30% --	A+ A1
AMAZON.COM INC 023135CE4 3.00%	04/13/25 04/13/25 0.99	04/11/22 04/13/22	4,175,000.00	4,168,361.75 4,172,646.74	4,082,724.15 97.79	4,141,174.15 58,450.00	(89,922.59)	0.98%	N --	3.06% 5.21% --	AA A1
HOME DEPOT INC 437076CM2 2.70%	04/15/25 04/15/25 1.00	03/24/22 03/28/22	2,280,000.00	2,276,010.00 2,278,610.79	2,218,346.52 97.30	2,246,732.52 28,386.00	(60,264.27)	0.53%	Y 03/15/25	2.76% 5.40% 5.63%	A A2
PACCAR FINANCIAL CORP 69371RR99 3.55%	08/11/25 08/11/25 1.31	08/03/22 08/11/22	1,555,000.00	1,553,895.95 1,554,484.29	1,522,450.74 97.91	1,530,117.75 7,667.01	(32,033.55)	0.36%	N --	3.58% 5.15% --	A+ A1

Southwest Florida WMD - Aggregate

Public Trust Advisors

Portfolio Holdings

01/01/2024 to 03/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
COLGATE-PALMOLIVE CO 194162AM5 3.10%	08/15/25 08/15/25 1.32	08/01/22 08/09/22	1,685,000.00	1,683,449.80 1,684,279.68	1,644,637.51 97.60	1,651,311.98 6,674.47	(39,642.17)	0.39%	N --	3.13% 4.92% --	AA- Aa3
WALMART INC 931142EW9 3.90%	09/09/25 09/09/25 1.38	09/06/22 09/09/22	5,325,000.00	5,321,272.50 5,323,160.30	5,251,765.28 98.62	5,264,456.52 12,691.25	(71,395.03)	1.24%	N --	3.92% 4.90% --	AA Aa2
HOME DEPOT INC 437076CRI 4.00%	09/15/25 09/15/25 1.38	09/12/22 09/19/22	200,000.00	199,928.00 199,963.50	197,110.20 98.56	197,465.76 355.56	(2,853.30)	0.05%	Y 08/15/25	4.01% 5.04% 5.10%	A A2
PEPSICO INC 713448FQ6 4.55%	02/13/26 02/13/26 1.71	02/13/23 02/15/23	5,005,000.00	5,002,097.10 5,003,135.34	4,976,121.15 99.42	5,006,484.82 30,363.67	(27,014.19)	1.18%	Y 01/13/26	4.57% 4.87% 4.89%	A+ A1
CATERPILLAR FINANCIAL SERVICES CORP 14913UAF7 5.05%	02/27/26 02/27/26 1.79	02/22/24 02/27/24	1,385,000.00	1,384,681.45 1,384,695.77	1,386,839.28 100.13	1,393,444.96 6,605.68	2,143.51	0.33%	N --	5.06% 4.97% --	A A2
COLGATE-PALMOLIVE CO 194162AQ6 4.80%	03/02/26 03/02/26 1.81	02/27/23 03/01/23	1,475,000.00	1,473,289.00 1,473,880.66	1,477,511.92 100.17	1,483,215.26 5,703.33	3,631.26	0.35%	N --	4.84% 4.70% --	AA- Aa3
JOHN DEERE CAPITAL CORP 24422EXD6 5.15%	09/08/26 09/08/26 2.26	09/05/23 09/08/23	2,555,000.00	2,553,185.95 2,553,507.23	2,566,735.12 100.46	2,575,141.77 8,406.66	13,227.88	0.61%	N --	5.18% 4.95% --	A A1
HOME DEPOT INC 437076CV2 4.95%	08/30/26 09/30/26 2.23	11/27/23 12/04/23	2,080,000.00	2,075,444.80 2,075,812.76	2,081,915.68 100.09	2,082,201.68 286.00	6,102.92	0.49%	Y 08/30/26	5.04% 4.91% 4.91%	A A2
ELI LILLY AND CO 532457CJ5 4.50%	02/09/27 02/09/27 2.59	02/07/24 02/09/24	6,860,000.00	6,856,364.20 6,856,527.81	6,813,880.22 99.33	6,858,470.22 44,590.00	(42,647.59)	1.62%	Y 01/09/27	4.52% 4.75% 4.76%	A+ A1
CORP TOTAL	10/20/25 10/21/25 1.45	-- --	46,250,000.00	\$46,211,826.70 \$46,229,367.50	\$45,601,991.70 98.61	\$45,835,802.08 \$233,810.38	(\$627,375.81)	10.82%	--	3.33% 5.05% 4.94%	A+ A1
PORTFOLIO TOTAL	04/26/26 04/26/26 1.95	-- --	432,443,362.69	\$424,739,038.35 \$426,810,127.48	\$420,460,759.19 96.63	\$423,599,928.27 \$3,139,169.08	(\$6,349,368.29)	100.00%	--	3.70% 4.70% 4.84%	AA Aa1

FINANCE/OUTREACH AND PLANNING COMMITTEE

April 23, 2024

Discussion: Action Item: Fiscal Year 2022-23 Annual Comprehensive Financial Report

Purpose

Presentation of the District's Annual Comprehensive Financial Report for fiscal year ended September 30, 2023, by the District's financial auditors, James Moore & Co., P.L., for acceptance by the Governing Board.

Background

The District is required by Section 218.39, Florida Statutes, to have an annual financial audit of its accounts and records performed by an independent certified public accountant, licensed in the State of Florida, and made in accordance with generally accepted auditing standards, Florida Statutes, and Rules of the Auditor General promulgated pursuant to Section 11.45.

The Annual Comprehensive Financial Report includes the State Single Audit pursuant to section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General. The report also includes the Management Letter and Independent Accountants' Report for fiscal year ended September 30, 2023, and will be distributed under separate cover prior to the meeting. James Moore & Co., P.L. representatives will attend the meeting to communicate to the Board certain matters related to the conduct of the audit as required by auditing standards. A brief presentation of the report, management letter, and independent accountants' report will also be made by James Moore & Company.

Staff Recommendation:

Accept and place on file the District's Annual Comprehensive Financial Report pursuant to Chapter 10.550, Rules of the Auditor General. The report also includes the Management Letter and Independent Accountants' Report for fiscal year ended September 30, 2023.

Presenter:

James Halleran, James Moore & Co., P.L.

FINANCE/OUTREACH AND PLANNING COMMITTEE

April 23, 2024

Discussion: Information Item: Knowledge Management: Conduct of Board Meetings Policy

Purpose

As part of the District's Knowledge Management initiative, all the District's Governing Board Policies are being reviewed by the respective divisions.

Background/History

The District's Knowledge Management initiative was launched in FY2016 and is now a Core Business Process in the District's Strategic Plan. Knowledge Management is the practice of systematically and actively collecting, managing, sharing and leveraging the organization's data, information and processes. The focus since FY2018 has been on improving the organization of governing documents to facilitate knowledge sharing, ensure the alignment of division and bureau practices with Governing Board Policies and Executive Director Procedures, and allow for timely retrieval and review of existing governing documents.

The Conduct of Board Meetings Policy clarifies and facilitates the process of conducting Governing Board meetings. Minor formatting, wording, and clarification changes as well as the removal of obsolete language have been made to the policy. The proposed revised policy better clarifies the number of Governing Board members required for a quorum and voting requirements for Board members. The revised policy also clarifies when officers can preside over meetings. In addition, the policy better clarifies the grounds for being ruled out of order by the chair. The revised policy also includes conforming language with state statutes on giving members of the public a reasonable opportunity to be heard on a proposition before the Board.

The current and proposed revised policy is shown in the attached exhibit.

Benefits

Updating existing Governing Board Policies increases efficiencies and ensures organizational alignment.

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Robyn Felix, Bureau Chief, Communications & Board Services Bureau

DRAFT

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Conduct of Board Meetings

Document Owner: Communications and Board Services
Bureau Chief

Approved By: Board Chair

Effective Date: MM/DD/YYYY

Supersedes: 11/18/2014

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PURPOSE

The purpose of this policy is to clarify and facilitate the process of conducting Governing Board meetings.

SCOPE

This policy applies to Governing Board members.

AUTHORITY

Chapter 373.079, Florida Statutes (F.S.)

DEFINITIONS

N/A.

STANDARDS

Section 286.011, Florida Statutes
Roberts, H.M. *Robert's Rules of Order Newly Revised*

POLICY

- 1) All Board meetings will be conducted in accordance with the ~~latest version of Robert's "Rules of Order" as described in current edition of Robert's Rules of Order Newly Revised, originally written by General Henry M. Robert (1876),~~ unless specified otherwise by law or

GOVERNING BOARD POLICY

Title: Conduct of Board Meetings

Effective Date: MM/DD/YYYY

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this policy. The District's General Counsel shall be the official interpreter of Robert's Rules of Order.

- 2) Parliamentary procedures should be applied and interpreted so as to permit a majority of the Board to accomplish its ultimate purpose within a reasonable period of time, allowing the minority reasonable opportunity to express its views on an issue.
- 3) The Board may conduct meetings by means of communications media technology in accordance with section 373.079(7), Florida Statutes.
- 4) A majority of the members of the Governing Board ~~members (7)~~ shall constitute a quorum, whether in person or participating by means of communications media technology. Action may be taken by the Governing Board upon an affirmative vote of a majority of the members present and eligible to vote unless otherwise required by law. A member of the Governing Board who is present at a Governing Board meeting at which an official decision, ruling, or action is to be taken may not abstain from voting on any action item unless there is, or appears to be, a possible conflict of interest as provided for by Sections 112.311, 112.313, or 112.3143, F.S.
- 5) The chair shall preside at all Board meetings unless a committee chair has been designated to preside over a portion of the meeting. An officer may not preside over a meeting while participating by means of communications media technology. In the absence of the chair if the chair is unable to preside, the vice chair shall preside. ~~In the absence of if~~ both the chair and vice chair are unable to preside, the secretary shall preside. ~~In the absence of if~~ the chair, vice chair, and secretary are unable to preside, the treasurer shall preside. ~~If the presiding officer is participating by means of communications media technology, then such officer shall be considered absent solely for purposes of this paragraph.~~
- 6) No Board member shall speak to a subject under discussion or introduce a motion without recognition by the chair. When more than one member requests recognition at the same time, the order of speakers will be decided as fairly as possible by the chair.
- 7) In order to facilitate meetings, individual Board members are encouraged to review all meeting materials and, when appropriate, to contact Executive staff before meetings to clarify any questions he/she may have.
- 8) It is the chair's prerogative, or by a majority vote of the members present, to limit debate by enacting the following: no Board member shall speak for more than five minutes at a time on an issue; and, no Board member shall speak more than twice on the same issue at the same meeting, and the member shall not speak the second time until all members who have not spoken to the issue who desire the floor have spoken for the first time. This policy will take effect when stated by the chair or acted on by a majority vote of the Board; the time limits cannot be applied retroactively to the beginning of a discussion.
- 9) No District matter may be officially acted on unless a motion has passed to take such action.
- 10) Members of the public shall have an be given a reasonable opportunity to be heard on a proposition before the Board, ~~in accordance with section 286.0114, Florida Statutes. This section is not applicable to those propositions or meetings exempt from such requirement by section 286.0114(3), Florida Statutes. The opportunity to be heard need not occur at the same meeting at which the Governing Board takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which the Governing Board takes the official action. This section does not prohibit the presiding officer from maintaining~~

GOVERNING BOARD POLICY

Title: Conduct of Board Meetings

Effective Date: MM/DD/YYYY

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orderly conduct or proper decorum in a Governing Board meeting. This section is also not applicable to the following:

- a. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Board to act.
- b. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations.
- c. A meeting that is exempt from Section 286.011, F.S.
- a.d. A meeting during which the Board is acting in a quasi-judicial capacity. This section does not affect the right of a person to be heard as otherwise provided by law.

~~10~~11) Speaker cards for use by the public will be provided at all Board meetings. Prior to speaking, each individual desiring to address the Board shall fill out a speaker card provided by staff. To ~~assure~~ensure that all members of the public have an opportunity to speak, comments will be limited to three minutes per speaker. When appropriate, exceptions to the three-minute limit may be granted by the chair. If several individuals wish to speak on the same issue/topic, the designation of one spokesperson is recommended. An individual may designate a representative to speak for the individual on the speaker card. When an individual is present and designates a representative to speak for him/her, the representative speaker will be allowed an additional one minute of time in which to speak for each person present for whom he/she is speaking. ~~Speakers during the public hearing portion of the meeting may be sworn by the court reporter before speaking.~~ A timer may be used at Board meetings to enforce the identified time limits for the audience.

~~11~~12) The chair shall rule out of order any member of the public who speaks out of order or who fails to address the Board from the established speaker area. The chair shall also rule out of order any person who, in the chair's determination, is making ~~abusive, profane, irrelevant or inflammatory statements~~coercive, threatening, or intimidating statements.

~~12~~13) The chair shall be seated in the center seat of the dais, with the Executive Director (or other staff designee) seated at the immediate right of the chair to assist in facilitating the meeting. The vice chair shall be seated to the right of the Executive Director. The secretary shall be seated to the immediate left of the chair. The treasurer shall be seated to the left of the secretary. The balance of seating for the Board will be based on seniority. The most senior Board member will be seated to the right of the vice chair, the second most senior member will be seated to the left of the treasurer. The third most senior sits to the right of the first, the fourth most senior sits to the left of the second, and so on to accommodate the remainder of the members.

DISTRIBUTION

This Policy will be stored in the designated Governing Board Policy Repository.

REFERENCES

Section 286.011, Florida Statutes (Government in the Sunshine Law)
Robert's Rules of Order Newly Revised, ~~Eleventh Edition (2011).~~

REVIEW PERIOD

This Policy will be reviewed every three years.

DOCUMENT DETAILS

Document Name	Conduct of Board Meetings
Formerly Known As	N/A
Document Type	Policy
Author(s)	
Reviewing Stakeholder(s)	<u>Office of General Counsel</u>
Document Owner Name	Robyn Felix
Document Owner Title	Communications and Board Services Bureau Chief
Review Period (in days)	1095
Span of Control	Governing Board
Supersedes Date	11/18/2014
Effective Date	MM/DD/YYYY

APPROVAL

 E.D. Armstrong III
 Chair

 Date

DRAFT

GOVERNING BOARD POLICY Southwest Florida Water Management District

Title: Conduct of Board Meetings

Document Owner: Communications and Board Services
Bureau Chief

Approved By: Board Chair

Effective Date: MM/DD/YYYY

Supersedes: 11/18/2014

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PURPOSE

The purpose of this policy is to clarify and facilitate the process of conducting Governing Board meetings.

SCOPE

This policy applies to Governing Board members.

AUTHORITY

Chapter 373.079, Florida Statutes (F.S.)

DEFINITIONS

N/A

STANDARDS

Section 286.011, Florida Statutes
Roberts, H.M. *Robert's Rules of Order Newly Revised*

POLICY

- 1) All Board meetings will be conducted in accordance with the current edition of *Robert's Rules of Order Newly Revised*, unless specified otherwise by law or this policy. The District's General Counsel shall be the official interpreter of Robert's Rules of Order.

GOVERNING BOARD POLICY

Title: Conduct of Board Meetings

Effective Date: MM/DD/YYYY

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- 2) Parliamentary procedures should be applied and interpreted so as to permit a majority of the Board to accomplish its ultimate purpose within a reasonable period of time, allowing the minority reasonable opportunity to express its views on an issue.
- 3) The Board may conduct meetings by means of communications media technology in accordance with section 373.079(7), Florida Statutes.
- 4) A majority of the members of the Governing Board (7) shall constitute a quorum, whether in person or participating by means of communications media technology. Action may be taken by the Governing Board upon an affirmative vote of a majority of the members present and eligible to vote unless otherwise required by law. A member of the Governing Board who is present at a Governing Board meeting at which an official decision, ruling, or action is to be taken may not abstain from voting on any action item unless there is, or appears to be, a possible conflict of interest as provided for by Sections 112.311, 112.313, or 112.3143, F.S.
- 5) The chair shall preside at all Board meetings unless a committee chair has been designated to preside over a portion of the meeting. An officer may not preside over a meeting while participating by means of communications media technology. If the chair is unable to preside, the vice chair shall preside. If both the chair and vice chair are unable to preside, the secretary shall preside. If the chair, vice chair, and secretary are unable to preside, the treasurer shall preside.
- 6) No Board member shall speak to a subject under discussion or introduce a motion without recognition by the chair. When more than one member requests recognition at the same time, the order of speakers will be decided as fairly as possible by the chair.
- 7) In order to facilitate meetings, individual Board members are encouraged to review all meeting materials and, when appropriate, to contact Executive staff before meetings to clarify any questions he/she may have.
- 8) It is the chair's prerogative, or by a majority vote of the members present, to limit debate by enacting the following: no Board member shall speak for more than five minutes at a time on an issue; and, no Board member shall speak more than twice on the same issue at the same meeting, and the member shall not speak the second time until all members who have not spoken to the issue who desire the floor have spoken for the first time. This policy will take effect when stated by the chair or acted on by a majority vote of the Board; the time limits cannot be applied retroactively to the beginning of a discussion.
- 9) No District matter may be officially acted on unless a motion has passed to take such action.
- 10) Members of the public shall be given a reasonable opportunity to be heard on a proposition before the Board. The opportunity to be heard need not occur at the same meeting at which the Governing Board takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which the Governing Board takes the official action. This section does not prohibit the presiding officer from maintaining orderly conduct or proper decorum in a Governing Board meeting. This section is also not applicable to the following:
 - a. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Board to act.
 - b. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations.
 - c. A meeting that is exempt from Section 286.011, F.S.

GOVERNING BOARD POLICY

Title: Conduct of Board Meetings

Effective Date: MM/DD/YYYY

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- d. A meeting during which the Board is acting in a quasi-judicial capacity. This section does not affect the right of a person to be heard as otherwise provided by law.
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REFERENCES

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Robert's Rules of Order Newly Revised

REVIEW PERIOD

This Policy will be reviewed every three years.

DOCUMENT DETAILS

Document Name	Conduct of Board Meetings
Formerly Known As	N/A
Document Type	Policy
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Supersedes Date	11/18/2014
Effective Date	MM/DD/YYYY

APPROVAL

 E.D. Armstrong III
 Chair

 Date

FINANCE/OUTREACH AND PLANNING COMMITTEE

April 23, 2024

Submit & File: Information Item: Budget Transfer Report

Purpose

Provide the Budget Transfer Report covering all budget transfers made during the month of March 2024.

Background

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of March 2024.

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
March 2024

Item No.	--- TRANSFERRED FROM --- Bureau / Expenditure Category	--- TRANSFERRED TO --- Bureau / Expenditure Category	Reason for Transfer	Transfer Amount
<u>Change from Original Budget Intent</u>				
1	Communications and Board Services Education Support	Communications and Board Services Other Contractual Services	Transfer of funds originally budgeted for materials used for public education and outreach. The funds are no longer required due to expenditures being less than anticipated. The funds are required for this year's Districtwide Public Perception Survey in addition to the \$29,042 budgeted funds. The District competitively bids for a firm to conduct social research every five years and rates have increased.	\$ 7,822.00
2	Information Technology Equipment - Non-Capital Outlay	General Services Equipment - Inside	Transfer of funds originally budgeted for the replacement of standard computer equipment. The funds are no longer required due to costs being less than anticipated. The funds are required for the Brooksville Boardroom Audio/Video Upgrade in addition to the \$270,000 budgeted. The acquisition and installation of an upgraded system was competitively bid and the additional funds are to contract with the lowest responsive, responsible bid.	1,615.00
3	General Services Reproduction Supplies	General Services Equipment - Inside	Transfer of funds originally budgeted for reproduction supplies for the District's Print Shop. The funds are no longer required due to fewer print requests than planned. A three-spindle paper drill for the Print Shop is necessary to replace the current unit that is unable to complete a job without ruining the media. The unit was purchased used six years ago, is at the end of its useful life, and is not serviceable due to parts availability. Replacement of this equipment prevents waste and allows the Print Shop to continue providing a timely, quality level of service.	9,230.00
Total Change from Original Budget Intent				<u>18,667.00</u>
<u>Consistent with Original Budget Intent</u>				
1	Natural Systems & Restoration Salaries & Benefits Consultant Services Other Contractual Services Central Garage Charges	Operations Salaries & Benefits Consultant Services Other Contractual Services Central Garage Charges Parts and Supplies Chemical Supplies	The state and federal funds are needed for the original budgeted purpose for maintenance and monitoring activities associated with the Florida Department of Transportation Mitigation program. The funds are being transferred from the Surface Water Improvement and Management Section to the Vegetation Management Section for oversight of the program activities moving forward.	1,256,442.49
Total Consistent with Original Budget Intent				<u>1,256,442.49</u>
Total Amount Transferred				<u>\$ 1,275,109.49</u>

This report identifies transfers made during the month that did not require advance Governing Board approval. These transfers have been approved by either the Executive Director, or designee, or the Finance Bureau Chief consistent with Budget Authority Transfer of Funds Board Policy, and are presented to the Governing Board as a Submit and File Report. This Board Policy limits transfers made for a purpose other than the original budget intent to \$75,000. However, transfers made for accounting reallocation purposes consistent with original budget intent are not limited.

FINANCE/OUTREACH AND PLANNING COMMITTEE

April 23, 2024

Submit & File: Information Item: Office of Inspector General Quarterly Update January 1 to March 31, 2024

Background and Purpose

In accordance with the Office of Inspector General Charter Governing Board Policy, the Inspector General is required, on a quarterly basis, to update the Committee regarding work and other matters.

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Ed Armstrong
Chair, Pinellas

Michelle Williamson
Vice Chair, Hillsborough

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Secretary, Hernando, Marion

Jack Bispham
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Kelly S. Rice
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Polk

James Holton
Pinellas

Dustin Rowland
Pasco

Robert Stern
Hillsborough

Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

April 23, 2024

MEMORANDUM

TO: Finance/Outreach & Planning Committee
Remaining Governing Board members

FROM: Brian Werthmiller, CPA, Inspector General

SUBJECT: Office of Inspector General Quarterly Update 1/1/24 – 3/31/24

The purpose of this memo is to satisfy the Office of Inspector General (OIG) Charter Governing Board Policy regarding updates with the Finance/Outreach and Planning Committee. I am pleased to provide you the most recent quarterly update. During the quarter ending March 31, 2024:

- On January 19, 2024, the Auditor General (AG) released its audit report of the District for the period of October 2021 to March 2023. In conducting the audit, the AG reviewed IT policies and District procedures, access to IT data and resources, conflicts of interest, IT risk assessments, IT security awareness and training, security measures for critical infrastructure, compliance with Section 373.073(2) Florida Statutes, investment reconciliations, bank reconciliations, banking agreements, land purchases, land disposals, selection of architects/engineers/construction managers, monitoring of subcontractor license verification, attractive items, revenue collections, permit fee collections, general expenditures, payroll expenditures, contracted services expenditures, purchasing card transactions, travel expenditures, and other various auditing procedures.
- The AG's report for the period of October 2021 to March 2023, had two recommendations regarding security measures over critical infrastructure and controls over revenue collections.
- The OIG quarterly update for the quarter ending December 31, 2023, was submitted to the Governing Board on January 23, 2024.
- The OIG audit plan was completed in accordance with Florida Statutes and the OIG Charter Governing Board Policy. It was submitted to the Governing Board on January 23, 2024. The audit plan is the result of a District-wide risk assessment and reflects individual audits planned over a 12-month period and long-term.
- The OIG initiated 20 reviews. A review is a request for services typically originating from management, external government entities, or the Governing Board that does not result in an audit or investigation report submitted by the OIG.
- On December 21, 2023, the District reported to the local Sheriff's office approximately \$46,000 of equipment was stolen from one of its well construction sites. Recovery of the equipment is not expected to occur. The District is in the process of implementing additional security measures.

Office of Inspector General Performance Measures		
Performance Measures – Non-Routine	Goal	Status Through 3/31/2024
Complete statutorily required 6-month status report for any corrective actions as identified by the Auditor General.	Submit to the Board 6 months from the Auditor General report date. The AG released their report on 1/19/2024.	Open
Monitor and report to the Board as required by policy, the District’s response to Auditor General recommendations not corrected by the 6-month update.	Submit to the Board by September 2024.	Open
Complete one audit as determined by the 2024 audit plan.	Submit to the Board by September 2024.	Open
Appropriate time allocated to efforts resulting in reporting to the Board.	65% of chargeable hours.	70%
Performance Measures - Routine	Goal	Status Through 3/31/2024
Risk assessment and audit plan.	Submit to the Board by January 2024.	Completed January 2024
Inspector General FY 2024 Annual Report.	Submit to the Board September 2024.	Open
Updates to the Finance/Outreach & Planning Committee including IG performance measures.	Submit to the Board the month following each quarter-end.	50%

Governing Board Meeting

April 23, 2024

4. RESOURCE MANAGEMENT COMMITTEE

4.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion 129

4.2 **Discussion:** Action Item: Fiscal Year 2025 Cooperative Funding Initiative Update 130

RESOURCE MANAGEMENT COMMITTEE

April 23, 2024

Discussion: Information Item: Consent Item(s) Moved to Discussion

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Jennette M. Seachrist, P.E., Division Director, Resource Management Division

RESOURCE MANAGEMENT COMMITTEE

April 23, 2024

Discussion: Action Item: Fiscal Year 2025 Cooperative Funding Initiative Update

Purpose

To provide the Board an update on fiscal year (FY) 2025 Cooperative Funding Initiative projects that have been recommended by staff, including any revised project evaluations, and review the remaining Cooperative Funding Initiative timeline.

Background

The Cooperative Funding Initiative (CFI) application deadline was Friday, October 6, 2023: 30 applications were received totaling \$94.4 million in District funding requests. To date, three projects have been withdrawn and the revised total District funding request for FY2025 is \$93.9 million. The applications include seven AWS projects requesting \$74.8 million, six ongoing (1A) projects requesting \$0.8 million, and 14 new projects requesting \$18.3 million.

District staff evaluated, scored, and prepared preliminary evaluations for each project and during the Board meeting held in February, staff presented the preliminary project evaluations and rankings. The final project rankings and recommendations have been distributed to the Governing Board members and posted on the District's website <https://www.swfwmd.state.fl.us/business/finance/cooperative-funding-initiative>.

Discussion

A compilation of evaluations for the projects recommended by staff has been developed and provided to the Governing Board. This has been done to allow Board members an opportunity to review projects recommended for funding prior to the presentation of the FY2025 Recommended Annual Service Budget (RASB) in June. A summary of the District's share and number of projects, based upon staff recommendation, is listed below by Board Priority. Future funding for recommended 1A and new projects have been added to the FY2025 requests and are included in the recommended amounts below.

Priority	Recommended FY2025 Funding	Recommended Future Funding
AWS	\$74.8M (7)	\$440.5M (6)
1A	\$0.9M (6)	-
CFI (New)	\$2.0M (5)	-
Total District Share	\$77.8M (18)	\$440.5M (6)

Staff requests that partial funding for one recommended PRWC project, project Q216 - Interconnects - Polk Regional Water Cooperative Regional Transmission Southeast Phase 1, be provided by transferring the current balance of \$8,817,590.91 from the H094 -Polk Partnership funds. From FY2015 to FY2023, a total of \$65 million was budgeted per Governing Board Resolutions 15-07 and 18-06 for Board approved regional alternative water supply (AWS) projects with the PRWC. If the Q216 project is approved by the Governing Board along with the budget transfer, the \$8,817,590.91 from H094 will be excluded from the RASB.

In addition, for the recommended projects where the District serves as the lead party the RASB will include an additional \$1,266,525 as outside revenue.

The following is a table summarizing these changes for a total funding recommendation of \$70,205,206 to be included in the RASB. *Rounding is required for budgeting purposes.

	FY2025 District Funding
Staff Recommended Projects	\$77,756,271.00
PRWC Polk Partnership funds	(\$8,817,590.91)
Outside Revenue (Type 4)	\$1,266,525.00
RASB Total*	\$70,205,205.09

Staff Recommendation:

1. Approve budget transfer from H094 - Polk Partnership of \$8,817,590.91 to Q216 - Interconnects - Polk Regional Water Cooperative Regional Transmission Southeast Phase 1 to partially fund the FY2025 recommended amount of \$18,540,875.
2. Approve staff recommendation to include the FY2025 funding for the seven AWS projects, excluding the amount transferred from H094, for a total of \$66,030,156 in the District's FY2025 RASB.
3. Approve staff recommendation to include FY2025 and future funding of the six 1A projects in the amount of \$1,439,150 in the District's FY2025 RASB.
4. Approve staff recommendation to include FY2025 and future funding of five new CFI projects (Q405, Q398, Q394, W024, and Q397) in the amount of \$2,735,900 in the District's FY2025 RASB.

Presenter:

Kevin Wills, Cooperative Funding Initiative Lead, Engineering and Project Management Bureau

Governing Board Meeting
April 23, 2024

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

5.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion 132

5.2 **Discussion:** Information Item: Hydrologic Conditions Report 133

5.3 **Discussion:** Action Item: Offer for Surplus Lands – Annutteliga Hammock (AH-2), SWF
Parcel No. 15-228-1343S..... 134

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

April 23, 2024

Discussion: Information Item: Consent Item(s) Moved to Discussion

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Brian S. Starford, P.G., Division Director, Operations, Lands and Resource Monitoring Division

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

April 23, 2024

Discussion: Information Item: Hydrologic Conditions Report

- March is the sixth month of the 8-month dry season (October through May). Rainfall during the month was regionally variable and mainly associated with cold front systems that moved across the State.
- **Rainfall:** Provisional (Mar. 1-31) regional rainfall totals were within the normal range in all three regions of the District. The Districtwide 12-month cumulative rainfall total improved, although the month ended at a deficit of 3.01 inches below the long-term historical average.
- **Streamflow:** Regional streamflow decreased at 11 of 12 monitoring stations, compared to last month. All 12 stations ended the month with normal flow conditions.
- **Groundwater:** The regional aquifer-level percentiles declined in the northern and southern counties, while ending the month at the same percentile level as the previous month (although fluctuating) in the central counties, compared to last month. Regionally, aquifer-level percentiles ended the month within the normal range in all three regions of the District.
- **Lake Levels:** Regional lake levels increased in the Northern region, while they declined in the Tampa Bay (TB), Polk Uplands (PU) and Lake Wales Ridge (LWR) regions, compared to last month. Regional levels ended the month below normal in the Northern and TB regions, while ending the month within the normal range in the PU and LWR regions.
- **Overall:** Although the provisional rainfall totals for March were considered normal throughout the District and there has been average to above-average rainfall during the past four months, regional hydrologic indicator responses continued to show mixed results (i.e., some increases and some decreases) due to the spatial variability of the rainfall and areas of lingering dry conditions. Most regional hydrologic indicators were within their normal historical ranges, except as noted. The National Oceanic and Atmospheric Administration (NOAA) continues to predict above-normal rainfall through June 2024.

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Tamera McBride, Hydrologic Data Manager, Data Collection Bureau

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

April 23, 2024

Discussion: Action Item: Offer for Surplus Lands – Annutteliga Hammock (AH-2), SWF Parcel No. 15-228-1343S

Purpose

Recommend the Governing Board approve the Contract for Sale and Purchase for this surplus parcel which is attached as Exhibit 1. Location and Site maps are attached as Exhibits 2 and 3 respectively.

Background and History

The Annutteliga Hammock properties owned by the District are within the area of the Royal Highlands subdivision in Hernando County. The District actively acquired properties in this area between 1999 and 2003; however, the ability for meaningful consolidation of the entire project area was determined to be very limited given the continued rise in property values and the ongoing scattered development of privately owned lots.

In May 2015, the Governing Board recognized these challenges and designated 1,021 lots within Annutteliga Hammock as surplus. Most lots are small lots valued at less than \$25,000, however, some larger tracts do exist. On January 24, 2017, the Operations, Lands and Resource Monitoring Committee met with the intent of developing a strategy to sell these numerous properties and determined that all of this surplus property falls within the Priority Focus Area (PFA) of the Chassahowitzka River Springshed. Because of this determination, the decision was made to place restrictions on the property to be offered for sale in order to reduce the potential new pollutant loads within the PFA. To further address this concern, the small lots are currently being offered to adjoining property owners with a deed restriction prohibiting septic tanks. The properties that are from 10 to 20 acres in size are being offered subject to deed restrictions that limit development while the properties greater than 20 acres are being offered subject to a conservation easement. In August of 2023, the Governing Board declared an additional 307 lots as surplus, and these lots will be sold using the same criteria as the original 1,021 lots.

This parcel comprises approximately 2.31 acres and will be sold with a deed restriction prohibiting the installation of a septic tank or other device for the sanitary disposal of waste.

As required by statute for the sale of surplus property, a notice of intent to sell this property was published in a newspaper.

Summary of Value and Offer

The most recent appraisal of the property was on February 24, 2024, which was prepared by Valuation Advisors, Bradley C. Page, MAI, and is attached as Exhibit 4. The highest and best use for the property was determined to be assemblage with abutting buildable lot. The current offer of \$55,000 from Thomas Merendino and Rebecca Powell is the appraised value and meets the District's minimum price for sale of surplus property.

The District's title to the property includes the subsurface rights. Any sale would include the interest in all phosphate, minerals, metals, and petroleum that may be in, on or under the property.

Sale Terms

- The District will deliver title to the buyer by Quit Claim Deed. The Deed will include a restriction that no septic system or other system for the sanitary disposal of waste shall be installed.
- The purchase price is fixed without adjustment provisions.
- The Buyer will make a deposit of five percent (5%) of the contract price, or \$2,750, with a closing to occur no more than 60 days after the effective date of the Contract for Sale and Purchase.
- The buyer will bear all expenses of the transaction except for the appraisal.

Benefit/Costs

The proceeds from the sales of surplus lands allow the District to acquire lands that are more environmentally significant. Funds derived from the sale of surplus land are only used for the purchase of other lands, resulting in the ability to meet the District's core mission more effectively.

Staff Recommendation:

- Accept the offer and authorize the Executive Director to sign the Contract for Sale and Purchase; and
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed; and
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals and petroleum in or on or under the land upon request of the buyer; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Mike Singer, Real Estate Services Manager, Land Resources Bureau

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase ("Contract") is made this _____ day of _____, 2024, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 ("District"), and Thomas J. Merendino and Rebecca Powell, having an address of 14271 Regency Ct., Weeki Wachee, Florida 34614 ("Buyer"), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property").
2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer shall be binding for Forty-five (45) days after such execution by Buyer. If this Contract is not executed by the District on or before Forty-five (45) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract shall terminate.
3. **EFFECTIVE DATE:** The effective date of this contract shall be the date of execution by the District.
4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement shall terminate.
5. **PURCHASE PRICE:** The total purchase price for the Property shall be Fifty-Five Thousand dollars (\$55,000), which shall be paid in the following manner:
 - a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer shall deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes ("F.S."), made payable to the escrow agent for closing designated by the District, as earnest money ("Deposit"). In the event this Contract is terminated under Paragraphs 2, 4, or 12 of this Contract the District shall return the Deposit to the Buyer.
 - b. **Balance:** The balance of the purchase price shall be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.
6. **CLOSING, EXPENSE AND POSSESSION:** This Contract shall be closed no later than Sixty (60) days from the effective date referenced in Paragraph 3, unless this Contract is terminated pursuant to Paragraphs 2 or 4. The following are additional details of closing:
 - a. **Time and Place:** The date, time and place of closing shall be set by the District.

Contract for Sale and Purchase
Parcel Name: AH-2-S
SWF Parcel No.: 15-228-1343S

Revised 6/8/2018

b. **Conveyance:** At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.

c. **Expenses:** Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated Gulf Coast Title Co., Inc. having an address of 111 N Main St, Brooksville, FL 34601 as the escrow agent for closing. The Buyer shall pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES:** Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

8. **RESTRICTIVE COVENANT:** Buyer agrees to accept title to the Property with a deed restriction that will prohibit any new septic system or other device for the sanitary disposal of waste on the Property.

9. **CONDITION OF THE PROPERTY:** Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The District makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.

10. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title. Buyer understands that District may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title.

11. **SURVEY:** If the Buyer chooses to obtain a survey of the Property, the Buyer agrees to provide the District with a certified copy of the survey.

12. **DEFAULT:** If Buyer fails to close within Sixty (60) days from the effective date referenced in Paragraph 3, the District shall retain the Deposit, this Contract shall terminate, and the District and Buyer shall be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within Sixty (60) days from the effective date referenced in Paragraph 3, the District shall return the Deposit to Buyer, this Contract shall terminate, and Buyer and the District shall be relieved of all rights and obligations under this Contract.

13. **ATTORNEYS' FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

14. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.

15. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract shall be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.

16. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.

17. **ASSIGNMENT:** This Contract shall not be assigned by Buyer without the prior written consent of the District.

18. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.

19. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of the District and shall be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

20. **SURVIVAL:** Paragraphs 6c, and 13 of this Contract will survive delivery and recording of deed and possession of the Property.

21. **ELECTRONIC/FACIMILE SIGNATURE:** The District agrees that this Agreement may be executed by the Buyer by electronic signature in a manner that complies with Chapter 668, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, manually executed document.

22. **MINERAL RIGHTS:** The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the District in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

23. **DOCUMENTS:** The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement.

Exhibit "A" Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

COPY

IN WITNESS WHEREOF, the parties have caused the Contract to be executed on the day and year set forth below.

DISTRICT:

Southwest Florida Water Management District, a public corporation of the State of Florida


By: _____

Print Name: _____

Title: _____

Date: _____

BUYER:

By: 
(Signature)

Print Name: Thomas Morandino

Title: _____

Date: 3-27-24

By: 
(Signature)

Print Name: Rebecca Powell

Title: _____

Date: 3/27/2024

Exhibit "A"
Legal Description

SWF Parcel 15-228-1343S (Annutteliga Hammock)

Lot 45, COUNTRY ESTATES, as per plat thereof recorded in Plat Book 5, Page 83, Public Records of Hernando County, Florida.

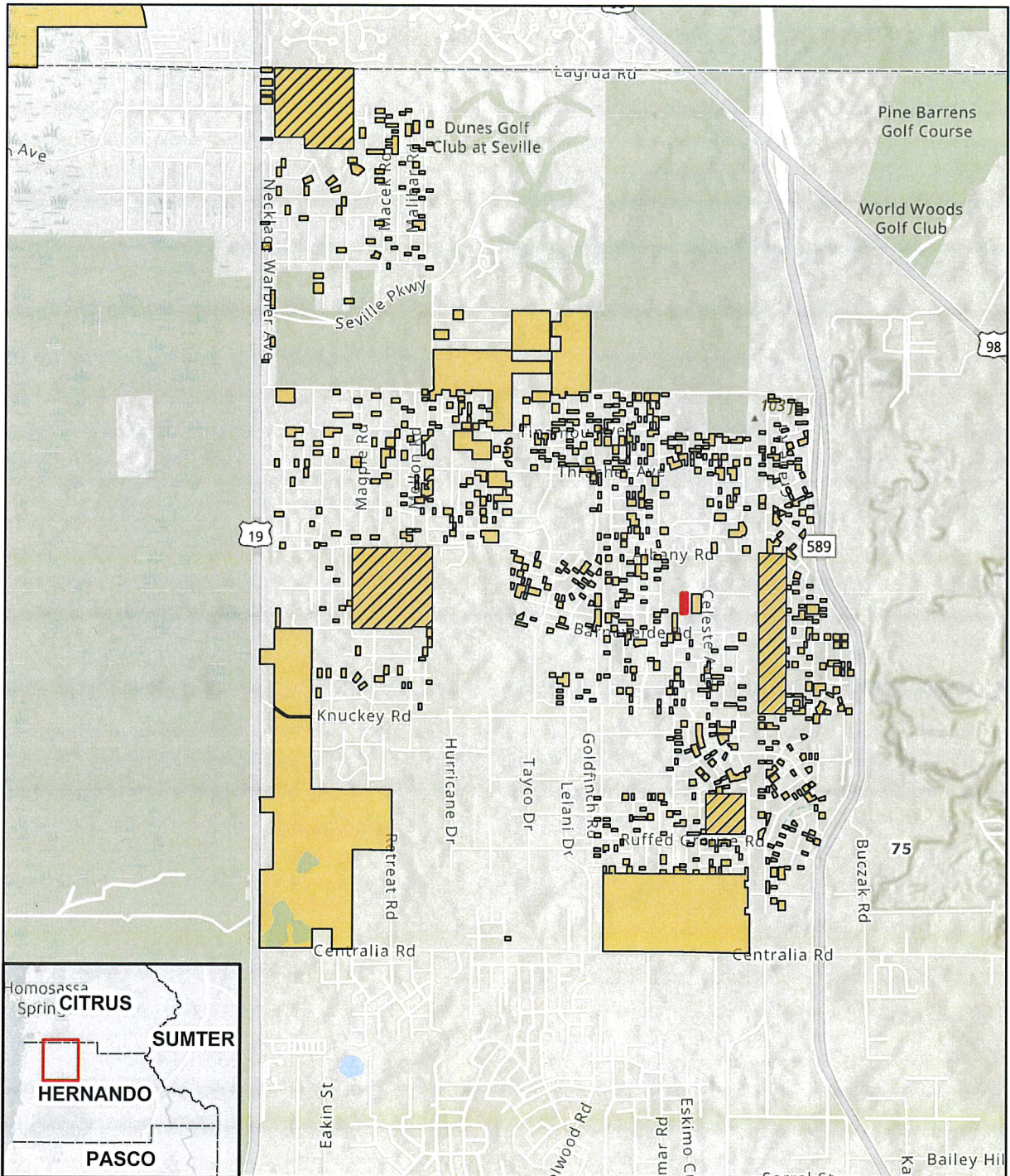
Remainder of this page intentionally left blank.

COPY

Contract for Sale and Purchase
Parcel Name: AH-2-S
SWF Parcel No.: 15-228-1343S

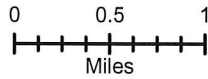
Revised 6/8/2018

Exhibit 2
Annutteliga Hammock
SWF Parcel No. 15-228-1343S, Surplus ID AH-2-1343S
Location Map



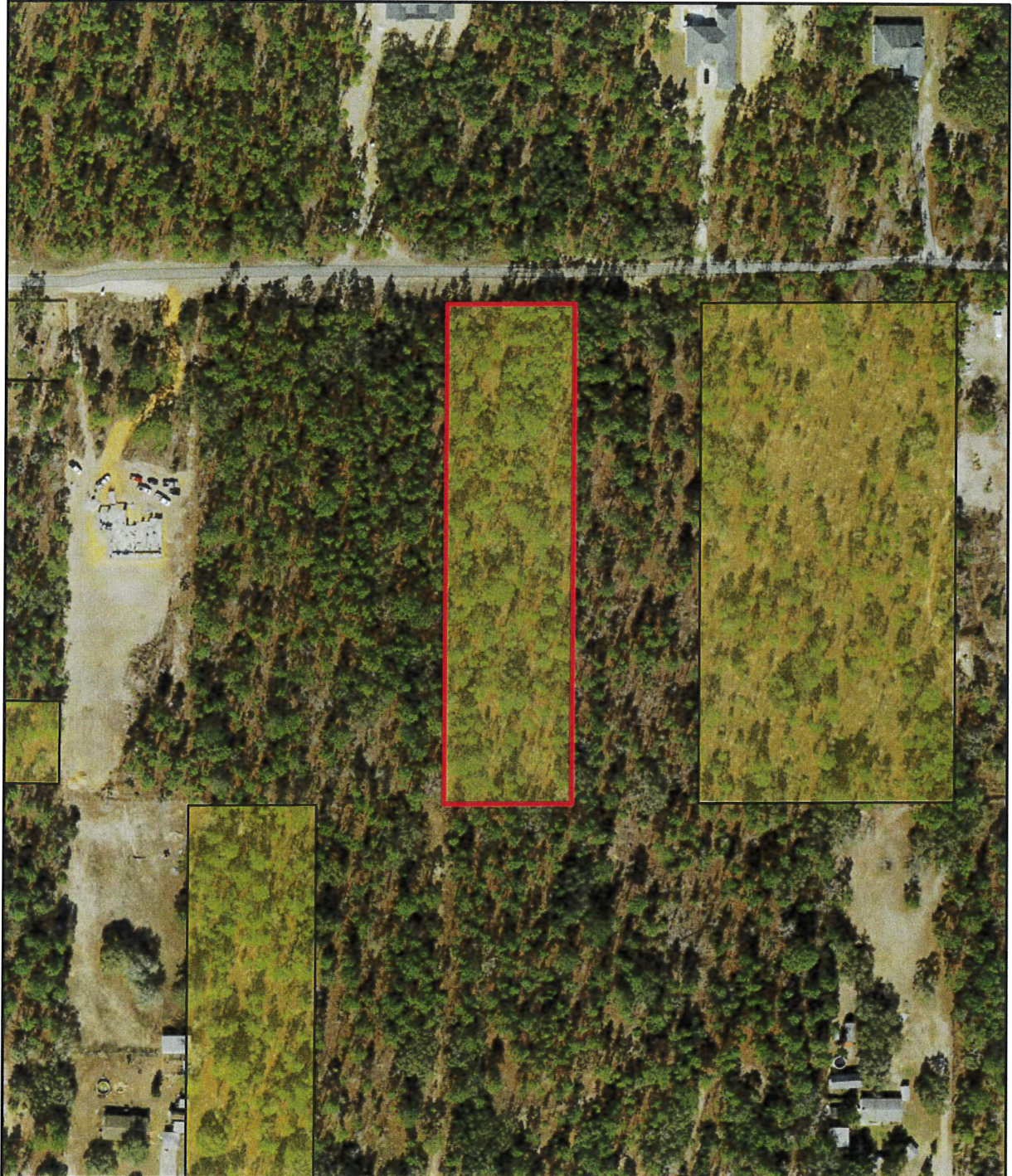
Esri, NASA, NGA, USGS, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

- SWF Parcel No. 15-228-1343S
- District Owned Lands Fee Simple
- District Owned Land Easements





Southwest Florida
Water Management District

Exhibit 3
Annutteliga Hammock
SWF Parcel No. 15-228-1343S, Surplus ID AH-2-1343S
Site Map



Southwest Florida Water Management District, Esri Community Maps Contributors, Hernando County, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, Safelgraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

-  SWF Parcel No. 15-228-1343S
-  District Owned Lands Fee Simple

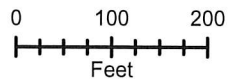


Exhibit 4



16057 Tampa Palms Boulevard, #355
Tampa, Florida 33647



Annuteliga Hammock Surplus, SZ00, SWF 15-228-1343S
South Side of Seneca Avenue West of Celeste Avenue
COUNTRY ESTATES LOT 45
Weeki Wachee, FL
Southwest Florida Water Management District - PO 24PO00000221
SWFWMD PARCEL - AH2-1343S
VA File No. 11606-1
Valuation Date - February 24, 2024



Bradley C. Page, MAI
State-Certified General Real Estate Appraiser 1535
President

March 14, 2024

Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Allison Mayer
Real Estate Specialist

RE: Annuteliga Hammock Surplus, SZ00
SWF 15-228-1343S
Restricted Lot South Side of Seneca Avenue
West of Celeste Avenue
Weeki Wachee, FL
File No. 11606-1

Dear SWFWMD:

In accordance with your authorization, I have personally inspected and appraised the above captioned property in order to render an opinion of its Market Value. The value conclusions contained in this report are applicable to the effective date of value, February 24, 2024. Please note the assumptions and limiting conditions as they have a bearing on the report and value conclusions.

The fee simple interest subject to the deed restriction that “no septic tank or other device for the sanitary disposal of waste shall be installed on the property conveyed hereby” is appraised.

This Appraisal Report has been rendered in compliance with the Uniform Standards of Professional Appraisal Practice, the Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute. This report does not comply with District Minimum Appraisal Standards. Based upon all the known factors and influences that could affect the valuation of the subject property, it is my opinion that the following value as of February 24, 2024 is applicable.

Market Value - \$55,000

ii



SWFWMD
March 14, 2024

The value conclusion is based on an exposure time of twelve months. Based on current market influences, a similar marketing period is considered reasonable.

Should you have any questions pertaining to the property or my valuation thereof, please feel free to contact the undersigned.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Bradley C. Page', is written over a light blue horizontal line.

Bradley C. Page, MAI
President
State-Certified General Real Estate Appraiser
RZ1535

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Bradley C. Page, MAI has met the requirements of the continuing education program of the Appraisal Institute, as well as certification by the State of Florida's Department of Business and Professional Regulation.
- My opinion of the value of the property described herein is certified as of February 24, 2024 to be:

MARKET VALUE - \$55,000

Reviewed/Inspected by:



Bradley C. Page, MAI
Certificate No. 10,521
President
State-Certified General Real Estate Appraiser
RZ1535

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal has been made with the following assumptions and limiting conditions.

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. Maps, plats and exhibits included in the report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys, or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. Subsurface rights (mineral and oil) were not considered in making this report unless otherwise stated.
8. For those tracts that according to survey, map or plat indicate riparian rights and/or littoral rights, these rights are assumed to go with the property unless easements or deeds of record were found by the appraisers to the contrary.
9. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
10. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in the appraisal report.
11. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
12. The date of value to which the conclusions and opinions expressed in this report apply, is set forth in the letter of transmittal. Further, that the dollar amount of any value opinion rendered was based upon the purchasing power of the American dollar existing on that date.
13. The appraisers assume no responsibility for economic or physical factors which may affect the opinions in this report which occur after the date of the letter transmitting the report.
14. The appraisers reserve the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.
15. No detailed soil studies or information relating to geologic conditions covering the subject property were available to the appraisers. Therefore, it was assumed that existing soil conditions are capable of supporting development and standard construction for the subject property to its assumed highest and best use without extraordinary foundation or soil remedial expense.

ASSUMPTIONS & LIMITING CONDITIONS (CONTINUED)

16. No opinion is expressed as to the independent value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.
17. Unless otherwise stated in this report, the existence of hazardous materials which may or may not be present on the property, was not observed by the appraiser. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. Further, should the client be in possession of or obtain an environmental study pertaining to the subject property in conjunction with this appraisal, it is the responsibility of the client to notify the appraiser of any environmental concerns identified for the subject. Further analysis beyond the scope of this assignment may be required and the results of this appraisal may be meaningless if environmental issues impacting value are identified.
18. Possession of this report, or a copy of it, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event only with proper written qualification and only in its entirety.
19. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
21. The liability of Valuation Advisors and the appraisers responsible for this report is limited to the client only. There is no accountability, obligation or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussion. The appraisers are in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially and/or legally.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. MAI's who meet the minimum standards for this program are awarded periodic educational certifications. Bradley C. Page, MAI is certified under this program through December 31, 2024.

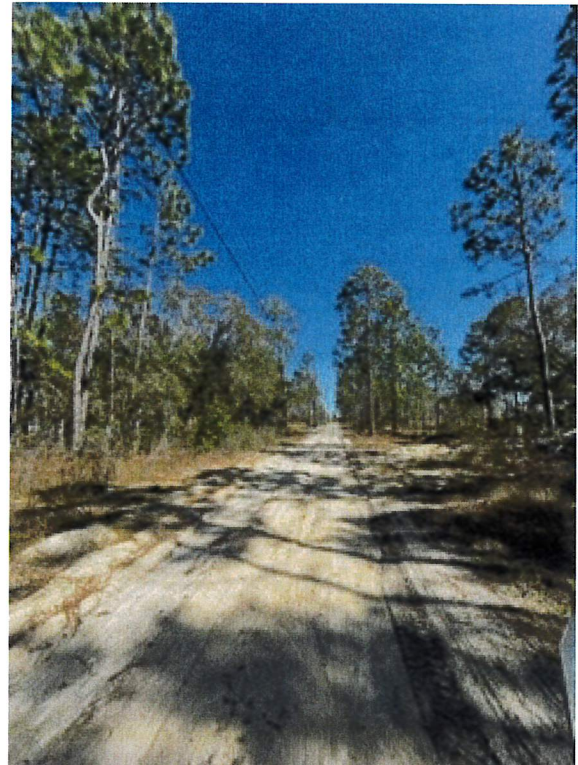
SUMMARY OF SALIENT FACTS & CONCLUSIONS

DATE OF REPORT:	March 14, 2024
SITE VISIT:	February 24, 2024
VALUATION DATE:	February 24, 2024
OWNERS OF RECORD:	Southwest Florida Water Management District 2379 Broad Street Brooksville, FL 34601
PRESENT USE:	Vacant lot
HIGHEST & BEST USE AS VACANT:	Assemblage with abutting buildable lot
PURPOSE OF THE APPRAISAL:	Render an opinion of the subject's Market Value
NEIGHBORHOOD/AREA DESCRIPTION:	Annuteliga Hammock
SITE ANALYSIS:	
Land Area:	100,773 SF 2.31 AC
Shape:	Rectangular
Zoning/Land Use:	R-1C, Residential District
LOCATION:	The subject lot is located on the South Side of Seneca Avenue West of Celeste Avenue. The lot is accessed from Seneca Avenue.
VALUE CONCLUSIONS:	
Market Value Conclusion:	\$55,000
Normal Marketing/Exposure Time:	Twelve months - In my opinion, the restriction greatly reduces the buyer pool/market for the subject lot resulting in a longer exposure time. The data for restricted lots sales includes short marketing periods for lots acquired by abutting owners who are interested in purchasing to lots that abutting owners ignore that would have extended marketing periods.

PHOTOGRAPHS OF SUBJECT



Subject Lot



View on Seneca Avenue

INTEREST VALUED - The property has been appraised on a fee simple interest basis subject to a deed restriction that “no septic tank or other device for the sanitary disposal of waste shall be installed on the property conveyed hereby.”

EFFECTIVE DATE OF VALUE - The valuation conclusion contained herein is applicable to market conditions that were present on the effective date of value, February 24, 2024.

DATE OF REPORT - The date of this report is March 14, 2024.

INTENDED USE/USER OF THE REPORT - This report is to be used by the Southwest Florida Water Management District for financial planning purposes that may include sale of the subject as a surplus property.

APPRAISAL DEVELOPMENT & REPORTING PROCESS - SCOPE OF WORK - In preparing this appraisal, the appraiser performed all of those procedures necessary to apply each of the applicable approaches to value. This process has been undertaken to render an opinion of the market value of the fee simple interest in the subject. These procedures included but were not limited to the following:

- Made a site visit of the subject property and surrounding market area
- Gathered and reviewed specific data such as a plat maps, public record information, and historic data relative to the analysis of the subject
- Gathered relevant data pertaining to the neighborhood from a personal site visit of the surrounding areas, as well as local publications and real estate journals
- Discussed market conditions and trends with local brokers, managers, developers, financial institutions and appropriate governmental agencies
- Estimated subject's most probable and likely utilization under the basic real estate valuation Principle of Highest & Best Use
- Considered the three traditional approaches to value to include the Cost, Sales Comparison, and Income Approaches with the sales comparison approach contained herein
- Gathered market information pertaining to vacant land comparables. The area researched includes primarily the Annuteliga Hammock area of northwestern Hernando County. The analysis requires consideration of the subject that is non buildable due to the deed restriction. Therefore, pairings of larger and smaller lots throughout the area are analyzed to determine the contributory value of additional land area as the highest and best use of the subject lot includes assemblage with abutting lots to form a larger lot. The actual date of data gathered spans a period of more than one year with only the most recent comparable data considered for the analysis. Sources of data include appraiser's files, discussions with property owners, brokers and sellers, public record sources including the property appraiser's data, clerk of the court's records, online data sources including MLS, and brokers and agents online records. The most applicable and comparable data gathered are included in this report for comparison to the subject for analysis.

COMPETENCY PROVISION - The appraiser has appraised numerous properties similar to the subject over the past three decades. For a list of additional property types appraised, please refer to the appraiser's qualifications found in the addendum.

LEGAL DESCRIPTION - COUNTRY ESTATE LOT 45.

HISTORY OF THE PROPERTY - The property is owned by Southwest Florida Water Management District and there have been no transfers in the previous five years. The subject has been considered surplus land and is planned for sale by the owner.

PRINCIPLES AND TERMINOLOGY USED IN THIS REPORT

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

According to USPAP 2024, Market Value is defined as follows:

Market Value: a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in the appraisal.

The conditions relative to the opinion of Market Value considered in this appraisal are as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition complies with Sections 12CFR Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.

The previous definitions were taken from The Dictionary of Real Estate, 5th edition, The Appraisal of Real Estate, 13th edition, and The Uniform Standards of Professional Appraisal Practice 2024.

Following is the Form Appraisal for the subject. The form will be followed by write ups, location maps and discussions of the comparables and their analysis.

LAND APPRAISAL REPORT

File No. **11606-2**

Borrower N/A **Census Tract** 407.01 **Map Reference** 21-21-18

Property Address South Side of Seneca West of Celeste Avenue.

City Weeki Wachee **County** Hernando **State** FL **Zip Code** 34614

Legal Description see report

Sale Price \$ **Date of Sale** **Loan Term** yrs. **Property Rights Appraised** Fee Leasehold De Minimis PUD

Actual Real Estate Taxes \$ 0.00 (yr.) **Loan charges to be paid by seller** \$ **Other sales concessions**

Lender/Client Southwest Florida Water Management District **Address** 2379 Broad Street, Brooksville, FL 34601

Occupant Vacant **Appraiser** Bradley Page, MAI **Instructions to Appraiser** Fee simple subject to deed restriction, no septic tank or other device for the sanitary disposal of waste shall be installed on the property conveyed hereby.

<p>Location <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural</p> <p>Built Up <input type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input checked="" type="checkbox"/> Under 25%</p> <p>Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow</p> <p>Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining</p> <p>Demand/Supply <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply</p> <p>Marketing Time <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos.</p> <p>Present Land Use 15 % 1 Family % 2-4 Family % Apts. % Condo 3 % Commeral</p> <p>Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*)</p> <p>Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant 80 % Vacant</p> <p>Single Family Price Range \$ 100,000 to \$ 552,390 Predominant Value \$ 345,000</p> <p>Single Family Age New yrs. to 50 yrs. Predominant Age 10 yrs.</p>	<p>Employment Stability <input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor</p> <p>Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Convenience to Shopping <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Convenience to Schools <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>
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Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) **There has been recent new schools and new shopping servicing this area with new Dollar Str, a Publix Anchored center on Commercial Way in the neighborhood and just north of the Hernando Citrus County Line. New middle and high schools have been developed within the neighborhood as well. Convenient to the Suncoast Parkway and Commercial Way. The area offers larger, lower priced lots and rural area with privacy and conveniences.**

Dimensions 160.8' x 626.7' = 100,773 **Sq. Ft. or Acres** Corner Lot

Zoning classification R-1C, Residential District **Present Improvements** do do not conform to zoning regulations

Highest and best use: Present use Other (specify) **assemblage to form larger lot due to deed restriction.**

<p>Publ. <input checked="" type="checkbox"/></p> <p>Gas <input type="checkbox"/></p> <p>Water <input checked="" type="checkbox"/> Via Well</p> <p>San. Sewer <input checked="" type="checkbox"/> Via Septic</p> <p><input type="checkbox"/> Underground Elect. & Tel.</p>	<p>OFF SITE IMPROVEMENTS</p> <p>Street Access: <input checked="" type="checkbox"/> Publio <input type="checkbox"/> Private</p> <p>Surface Limerock</p> <p>Maintenance: <input checked="" type="checkbox"/> Publio <input type="checkbox"/> Private</p> <p><input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter</p> <p><input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights</p>	<p>Topo Wooded</p> <p>Size 100,773 SF</p> <p>Shape Rectangular</p> <p>View Residential and vacant</p> <p>Drainage Sandy Soils and engineered drainage</p> <p>Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p>
---	---	--

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) **Deed restriction against septic or any wastewater treatment results in lots being not buildable. Highest and best use is for assemblage with an abutting lot as subject lots are not suited for residential development due to deed restriction.**

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	Seneca Avenue Weeki Wachee, FL	Pairing 1 - FL Wren/Nighthawk & Macassar Rd - Weeki Wachee, FL	Pairing 2 - Yellow Hammer Rd & Maberly Rd - Weeki Wachee	Pairing 3 - Nimick RD & Kelso St, Weeki Wachee
Proximity to Subj.		3.2 Miles Northwest	3.2 Miles Northwest	2.4 Miles Northwest
Sales Price		\$ 17,100	\$ 16,000	\$ 9,000
Price		\$17100	\$16000	\$9000
Data Source	Public Records	Agent, Buyer, MLS, Public Rec	Agent, MLS, Public Rec	Agent, MLS, Public Rec
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION +(-)\$ Adjustment	DESCRIPTION +(-)\$ Adjustment	DESCRIPTION +(-)\$ Adjustment
		Feb 24	Oct 23 & Oct 23	Aug & Jun - 23
Location	Interior	Interior & Corner	Inter & Inter	Inter & Inter
Site/View	Vacant & Residential	Vacant & Res	Vacant & Res	Vacant & Res
Size	100,773 SF	23,500 SF diff & Price Difference of \$17,100 or \$0.73 Per Square Foot	22,2 SF diff & Price Difference of \$16,000/\$0.72 Per Square Foot	20,220 SF diff & Price Difference \$9,000 or \$0.45 Per Square Foot
Sales or Financing Concessions				
Net Adj. (Total)		Plus Minus: \$	Plus Minus: \$	Plus Minus: \$
Indicated Value of Subject		\$ 17,100	\$ 16,000	\$ 9,000

Comments on Market Data: **The data includes four pairings of larger and smaller parcels to determine the allocation to the difference in lot area. Price and size reported are the differences for the larger and smaller comparables in the pairing, see the write-ups and discussions for complete details. The data supports indicators of \$0.45 to \$0.73 per square foot for the four pairings.**

Comments and Conditions of Appraisal: **The pairings include sales to individuals and investors. Pairings include both limerock and paved road fronting lots. Pairing No. 1 includes the highest indicator of \$0.73 per square foot and pairing 3 has the lowest indicator of \$0.45 per square foot. All of the four pairings support an indicator that is lower than that of the fee simple sales for the difference.**

Final Reconciliation: **The data supports the appropriate indicator for the highest and best use of assemblage, the appropriate indicator should be toward the upper end of the range and is \$0.55 per square foot or a value indication of 100,773 x \$0.55/SF = \$55,425.15 = \$55,000 RD. This is considered to reflect the deed restriction and the impact on marketability of the subject.**

ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF February 24 2024 to be \$ 55,000

Appraiser(s)  **Review Appraiser (If applicable)** Did Did Not Physically Inspect Property

IDENTIFICATION
NEIGHBORHOOD
SITE
MARKET DATA ANALYSIS
RECONCILIATION

COMPARABLE DATA

LARGE COMPARABLE PAIRING 1



Property Type:	Lot
Date of Sale:	February 13, 2024
OR Book/Page:	4392/641
Sale Price:	\$45,000
Upland SF:	43,500.00
Upland AC:	1.00
Price/Upland SF:	\$1.03
Price/Upland AC:	\$45,000

Location:	Southwest Corner of Nighthawk Road and Florida Wren Avenue, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	676744/Portion of Section 6, Township 21 South, Range 18 East
Grantor:	Denise V. Mayer
Grantee:	Kevin Underwood and Jenifer Underwood
Zoning/Future Land Use:	R-1C, Residential District
Terms:	Cash
Verification:	Toniann Clappetta, Tropic Shores Realty, Inc., MLS#W7855276, 352-585-2149, By: Bradley C. Page, MAI, March 2024
Highest & Best Use:	Residential development with one home
Property Description:	This is one platted lot with one legal parcel suited for one home. The street limerock. Well and septic are required. The property is wooded and at road grade. The property is in Flood Zone X.
Conditions of Sale:	Negotiated, arms-length
Comments:	The property was on the market 247 days prior to going under contract. The asking price was \$45,000 and sold at the asking price. There was no restriction on development of this lot.
Sale History 5 Years:	No arms-length transfers

SMALL COMPARABLE PAIRING NO. 1



Property Type:	Lot
Date of Sale:	February 15, 2024
OR Book/Page:	4394/407
Sale Price:	\$27,900
Upland SF:	20,000.00
Upland AC:	0.46
Price/Upland SF:	\$1.40
Price/Upland AC:	\$60,652

Location:	East side of Macassar Road, South of Yellow Tail Avenue Road, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	675488/Portions of Section 6, Township 21 South, Range 18 East
Grantor:	All American Acreage, Inc.
Grantee:	Reinaldo Valdes
Zoning/Land Use:	R-1C, Residential District
Terms:	Cash
Verification:	Daniel Castaneda, American Realty of PSL, LLC, MLS# OK223616, 727-200-5418, By: Bradley C. Page, MAI, March 2024
Highest & Best Use:	Development with a Single Family Home
Property Description:	This property fronts a limerock (Macassar) road. The property is wooded and level. Well and septic are required for development. The property is in Flood Zone X.
Conditions of Sale:	Negotiated arm's length sale.
Comments:	This property was on the market only 29 days before being placed under contract. The asking and sales price were \$27,900.
Sale History 5 Years:	No arm's length transactions over the past five years



Large Comp No. 1



Small Comp No. 1

ANALYSIS OF PAIRING 1

ID	Large Comparable	Small Comparable	Difference
Sale Date	February 13, 2024	February 15, 2024	
Sale Price	\$45,000	\$27,900	\$17,100
Site SF	43,500	20,000	23,500
\$/SF	\$1.03	\$1.40	\$0.73

The difference in size is 23,500 square feet or larger than the “½” acre lots and smaller than the one acre lots in the area. The indicator for the small comparable is higher than the indicator for the large comparable, resulting in the indicator for the difference being lower than both indicators. The difference in price is \$17,100 and the indicator for the difference is \$0.73 per square foot. The pairing is a good example of the added value given by the market for the larger lot size.

LARGE COMPARABLE PAIRING 2



Property Type:	Lot
Date of Sale:	October 23, 2023
OR Book/Page:	2023068321
Sale Price:	\$45,000
Upland SF:	43,860.00
Upland AC:	1.07
Price/Upland SF:	\$1.03
Price/Upland AC:	\$42,056

Location:	South side of Yellow Hammer Road at Yellowstone Avenue, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	676245/Portion of Section 6, Township 21 South, Range 18 East
Grantor:	Seton Hengesbach, Curator of the Estate of Maria Pena-Negron Reyes
Grantee:	Angel Title & Carpet, LLC
Zoning/Land Use:	R1-C, Residential District
Terms:	All Cash
Verification:	Cathy Finelli, PA, Realty Executives America, Inc. MLS# W7857097, 352-585-1828, By: Bradley C. Page, MAI, December 2023
Highest & Best Use:	Single Family Home development.
Property Description:	This is a wooded parcel fronting on paved Yellow Hammer Road. The property is wooded with a gently rolling topography. The property abuts other acreage residential lots. Well and septic are required for development. The property is in Flood Zone X.
Conditions of Sale:	Negotiated arms-length
Comments:	The property had been listed for 36 days with an asking price of \$48,900.
Sale History 5 Years:	No arms-length transfers

SMALL COMPARABLE PAIRING NO. 2

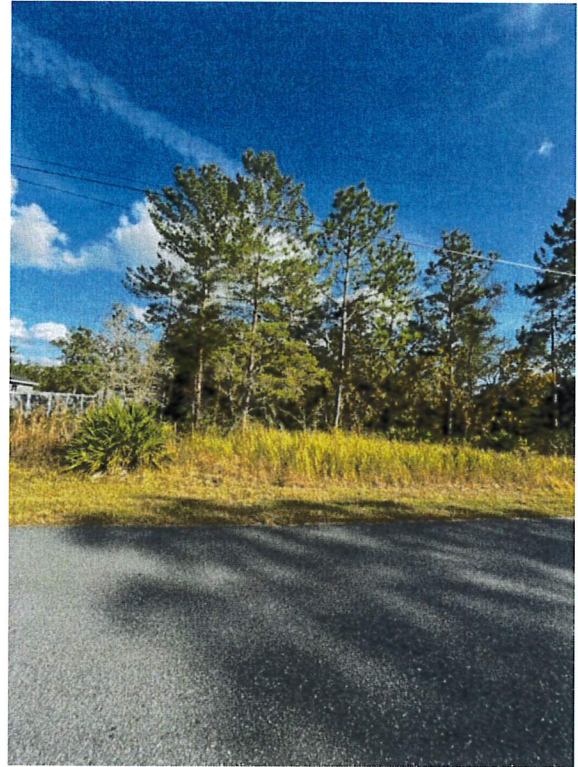


Property Type:	Lot
Date of Sale:	October 17, 2023
OR Book/Page:	2023069253
Sale Price:	\$29,000
Upland SF:	21,613.00
Upland AC:	0.50
Price/Upland SF:	\$1.34
Price/Upland AC:	\$58,000

Location:	East side of Maberly Road, North on Yellow Hammer Road, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	675237/Portions of Section 6, Township 21 South, Range 18 East
Grantor:	Yvonne Rosenberg
Grantee:	Michelle Hewitt and Shawn Hewitt
Zoning/Land Use:	R1-C, Residential District
Terms:	All Cash
Verification:	John DiPalo, Weichert Realtors Florida Tropics, MLS# W7858024, 352-688-7997, By: Bradley C. Page, MAI, December 2023
Highest & Best Use:	Development with a Single Family Home
Property Description:	This property is an interior lot on the east side of paved Maberly Road. The lot is wooded and at grade with the road. Well and septic are required for development. The lot is in Flood Zone X.
Conditions of Sale:	Negotiated, arms-length
Comments:	The lot was listed for \$29,900 for 7 days prior to being placed under contract.
Sale History 5 Years:	No arm's length transactions over the past five years



Large Comparable No. 2



Small Comparable No. 2

ANALYSIS OF PAIRING 2

ID	Large Comparable	Small Comparable	Difference
Sale Date	October 23, 2023	October 17, 2023	
Sale Price	\$45,000	\$29,000	\$16,000
Site SF	43,860	21,613	22,247
\$/SF	\$1.03	\$1.34	\$0.72

This pairing includes a 1.07 acre lot and a one half acre lot. Both lots front paved roads and sold within a few days of each other. The difference in size is 22,247 SF or 0.51 AC. The indicator for the difference is well below the indicator for both of the comparables and is the highest indicators for the pairings. The difference in price is \$16,000. The indicator for the difference is \$0.72 per square foot.

LARGE COMPARABLE PAIRING 3



Property Type:	Lot
Date of Sale:	August 8, 2023
OR Book/Page:	4330/1684
Sale Price:	\$27,000
Upland SF:	43,500.00
Upland AC:	1.00
Price/Upland SF:	\$0.62
Price/Upland AC:	\$27,000

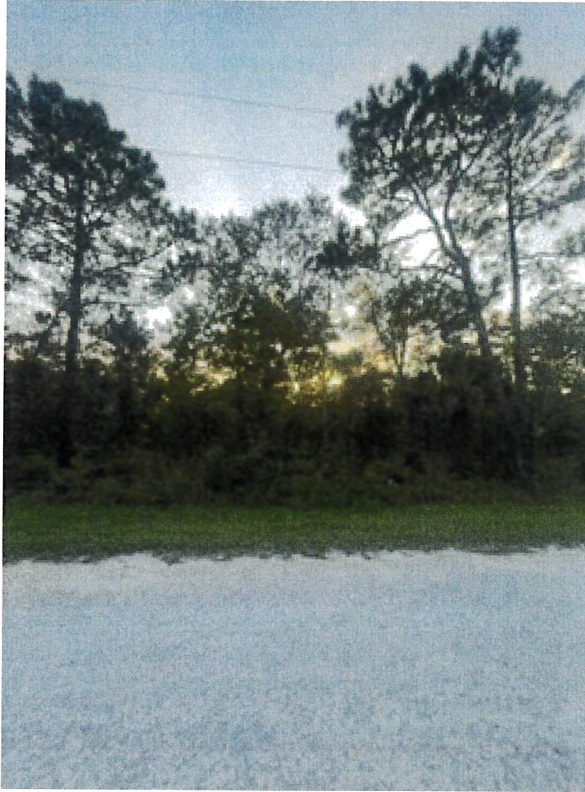
Location:	West side of Nimick Road North of Wood Owl Avenue, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	63335/Portions of Section 7, Township 21 South, Range 18 East
Grantor:	Armando M. Escoto and Vivian Alfonso Escoto
Grantee:	Beatriz Torres and Jorge Perez
Zoning/Land Use:	R-1C, Residential District
Terms:	Cash to Seller
Verification:	Donna Warwick, Tropic Shores Realty, LLC, MLS# W7849286, 352-279-1986, By: Bradley C. Page, MAI, August 2023
Highest & Best Use:	Development with a Single Family Home
Property Description:	This parcel is a wooded and at road grade. The property is rectangular in shape and abuts similar residential lots. Well and septic are required for development. The property is in Flood Zone X.
Conditions of Sale:	Negotiated arm's length sale
Comments:	The property was listed for \$39,000, sold at 69% of the asking price after 301 days on the market before going under contract
Sale History 5 Years:	No previous sales in the past five years.

SMALL COMPARABLE PAIRING NO. 3

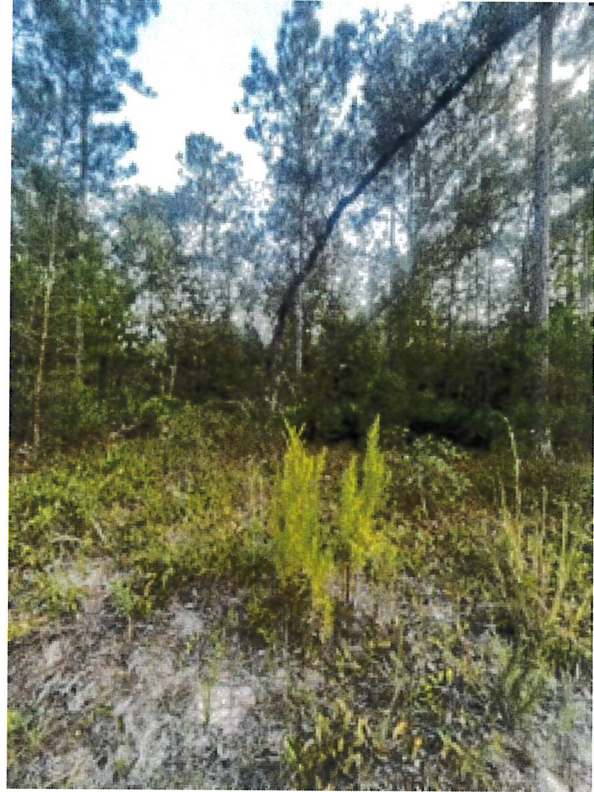


Property Type:	Lot
Date of Sale:	June 15, 2023
OR Book/Page:	4314/32
Sale Price:	\$18,000
Upland SF:	23,280.00
Upland AC:	0.53
Price/Upland SF:	\$0.77
Price/Upland AC:	\$33,962

Location:	South Side of Kelso Street West of Kids Road, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	73244/Portions of Section 18, Township 21 South, Range 18 East
Grantor:	Cheryl Jude, individually and as trustee
Grantee:	Joao Antonio Rodrigues Da Silva Gomes and Nycole Costa Santos
Zoning/Land Use:	R-1A, Residential Agriculture District
Terms:	Cash to Seller
Verification:	John DiPalo, Weichert Realtors FL Tropics, MLS# W7851499, 352-688-7997, By: Bradley C. Page, MAI, August 2023
Highest & Best Use:	Development with a Single Family Home
Property Description:	This property included a wooded lot, at grade with dirt road frontage. This lot abuts other single family lots. Well and septic are required. The lot is in Flood Zone X.
Conditions of Sale:	Negotiated arm's length sale
Comments:	The property had been listed for \$20,000 for 141 days prior to being placed under contract. The property sold at 90% of the asking price.
Sale History 5 Years:	No arm's length transactions over the past five years



Large Lot Pairing 3



Small Lot Pairing 3

ANALYSIS OF PAIRING 3

ID	Large Comparable	Small Comparable	Difference
Sale Date	August 8, 2023	June 15, 2023	
Sale Price	\$27,000	\$18,000	\$9,000
Site SF	43,500	23,280	20,220
\$/SF	\$0.62	\$0.77	\$0.45

For this pairing, the larger comparable is an interior lot on a limerock road, and the smaller comparable is an interior lot on a dirt road. The difference is 20,220 square feet. The price difference is \$9,000. For this pairing, the indicators for the smaller and larger comparables are higher than the indicator for the difference. The indicator for the difference is \$0.45 per square foot.

LARGE COMPARABLE PAIRING 4



Property Type:	Lot
Date of Sale:	January 16, 2024
OR Book/Page:	4383/1130
Sale Price:	\$110,000
Upland SF:	187,308.00
Upland AC:	4.30
Price/Upland SF:	\$0.59
Price/Upland AC:	\$25,581

Location:	North Side of Charlton Drive West of English Sparrow Road, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	1353751/Portions of Section 28, Township 21 South, Range 18 East
Grantor:	Richard E. Earle and Beverly J. Earle
Grantee:	Paul Leroy Weider
Zoning/Land Use:	R-1A, Residential District
Terms:	Cash
Verification:	Leslie Tomlinson, PA, Dennis Realty/Investments Corp, 352-232-6901, MLS #W7858649, By: Bradley C. Page, MAI, March 2024
Highest & Best Use:	Development with a Single Family Home
Property Description:	This parcel is an acreage parcel that is wooded and includes frontage along the small power line easement that traverses the area. Charlton Drive is a dirt and limerock road. The property has rolling topography. Well and septic are required for development. The property is in Flood Zone X.
Conditions of Sale:	Negotiated arm's length sale
Comments:	The property was listed for \$200,000 and was on the market 76 days before going under contract substantially lower than the asking price at \$110,000.
Sale History 5 Years:	No previous sales in the past five years.

SMALL COMPARABLE PAIRING NO. 4



Property Type:	Lot
Date of Sale:	November 11, 2023
OR Book/Page:	4362/1740
Sale Price:	\$64,000
Upland SF:	100,773.00
Upland AC:	2.31
Price/Upland SF:	\$0.64
Price/Upland AC:	\$27,706

Location:	Northwest Corner of Seneca Road and Celeste Avenue, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	73583/Portions of Section 21, Township 21 South, Range 18 East
Grantor:	Stephanie Lynn Lyons and Peter Michael Lyons
Grantee:	Todd Becker and Raksateppy Becker
Zoning/Land Use:	R-1C, Residential District
Terms:	Cash to Seller
Verification:	Penny Perry, RE/MAX Champions, MLS# W7852520, 727-243-1380, By: Bradley C. Page, MAI, March 2024
Highest & Best Use:	Development with a Single Family Home
Property Description:	This property included a wooded, corner lot on two dirt and limerock roads. The topography is gently rolling. Well and septic are required for development. The lot is in Flood Zone X.
Conditions of Sale:	Negotiated arm's length sale
Comments:	The property sold at 92% of the asking price and went under contract in 233 days. The asking price was \$69,900 having been lowered twice from \$84,900 to \$78,800.
Sale History 5 Years:	No arm's length transactions over the past five years



Large Comp No. 4



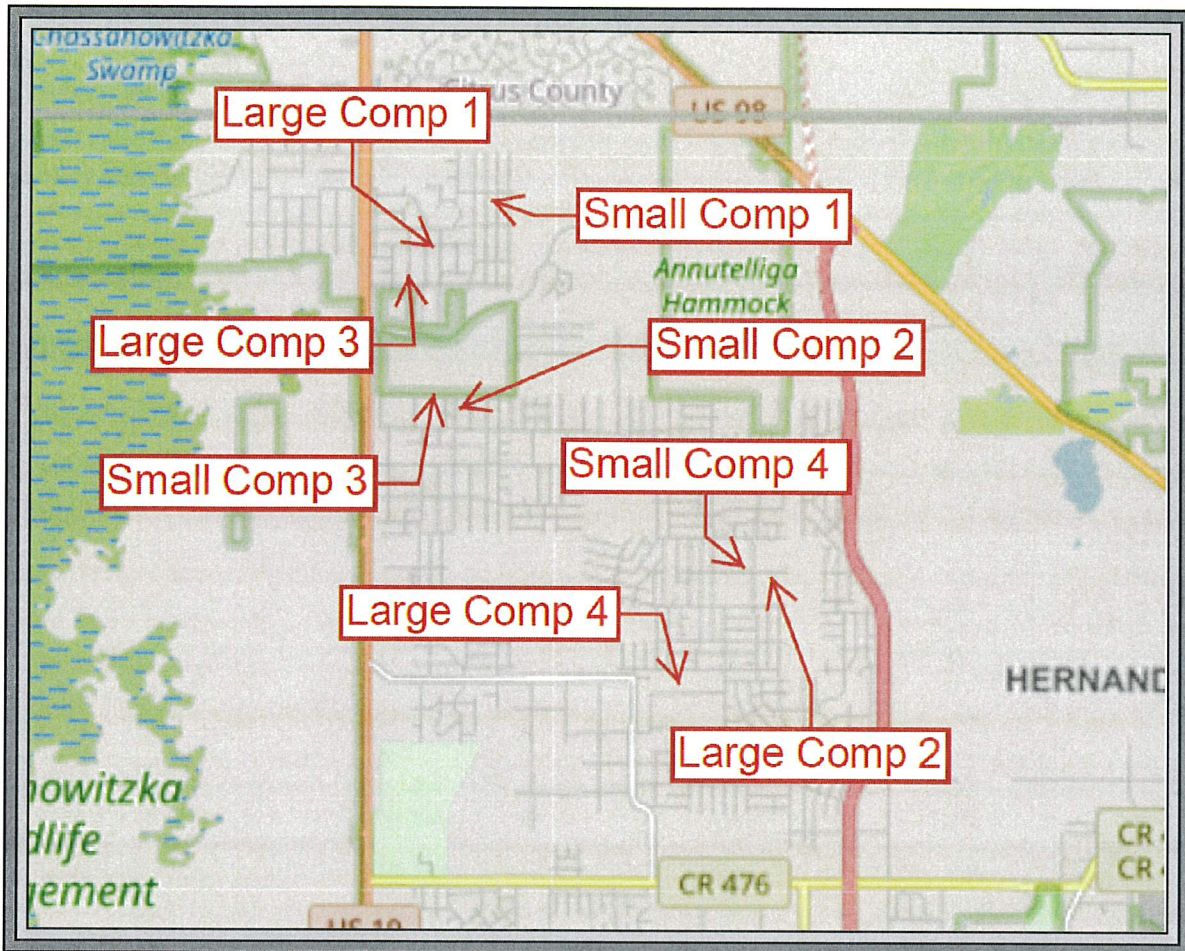
Small Comp No. 4

ANALYSIS OF PAIRING 4

ID	Large Comparable	Small Comparable	Difference
Sale Date	January 16, 2024	November 11, 2023	
Sale Price	\$110,000	\$64,000	\$46,000
Site SF	187,308	100,773	86,535
\$/SF	\$0.59	\$0.64	\$0.53

Both the large and small comparable for Pairing 4 front dirt/limerock roads. The small lot is a corner location while the large lot is an interior location fronting a small power line easement. The small comparable has a higher indicator than the large comparable. The size difference is 86,535 square feet or larger than most platted lots in the area. The indicator for the difference is \$0.53 per square foot and is lower than the indicators for the large and small comparables.

Following is the comparable location map.



The sales used in this analysis are considered to be the most comparable and reflective sales available for comparison to the subject. The unit of comparison used in this analysis is the price per square foot. Specifically, the pairing of sales is considered to determine the appropriate allocation to the larger size created by the highest and best use of the subject lot for expansion of a holding without the ability to add a new dwelling unit due to the restriction imposed on the subject lot.

ELEMENTS OF COMPARISON

Property Rights - The comparables are all fee simple sales while the subject lot will include a deed restriction. The pairing of comparables to determine the allocation to the additional area for larger lots is considered to account for this restriction. Therefore, no adjustments are applied.

Financing - The sales are all cash to seller. No adjustments are required.

Condition of Sale - The comparables all represented arm's length transactions and, therefore, no adjustments were required.

Date of Sale - The comparables range from June 2023 to February 15, 2024. The comparables are considered to reflect current pricing levels. It should be noted, additional sales were considered for pairing. The market for lots is changing, yet the additional potential pairings support both higher and lower indicators than those reported herein. The market has softened for lots with marketing times for lots priced higher being longer while lots marketed at pricing in line with their sale prices continuing to remain shorter. There are lots priced to sale with shorter times as well.

FINAL RECONCILIATION

Pairing 1 included pairing a larger lot on a limerock road with a smaller lot on a limerock road. The difference in pricing and size supports an indicator of \$0.73 per square foot for Pairing 1. The indicator for the difference is lower than the indicator for both the small and large lot. Pairing 2 includes the highest indicator of \$0.72 per square foot.

Pairing 3 includes a difference in size and price of 20,220 square feet and \$9,000. The indicator for the smaller comparable is higher than that of the larger comparable in the pairing. The larger comparable has an interior location on a limerock road with the smaller comparable being an interior lot fronting a dirt road. The indicator for the pairing is \$0.45 per square foot. Pairing No. 4 includes a larger acreage lot and smaller acreage lot on dirt/limerock roads. The small lot is a corner location while the large lot is an interior lot. The indicator for the difference is \$0.53 per square foot or lower than the indicator for both the large and small comparables in the pairing.

The overall indicators range from \$0.45 to \$0.73 per square foot. All four pairings have indicators for the difference that are below the indicators for the comparables. Basically equal weight is given to each of the pairings. The fact the indicators for the difference are all lower than the indicators for the comparable lot sales is supportive of the indicator for the subject under its highest and best use. Based on the data, the appropriate indicator is \$0.55 per square foot. The Market Value as of February 24, 2024 is as follows:

Site Size (SF)		Indicator \$/Upland SF		Market Value
100,773	x	\$0.55	=	\$55,425
			(RD)	\$55,000

A D D E N D A

PURCHASE ORDER

PURCHASE ORDER



**SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT**

VENDOR CONTACT: Bradley Page, President
813-333-5817

VENDOR: PAGE REALTY ADVISORS, INC.
16057 Tampa Palms Blvd., #355
Tampa FL 33647

PURCHASE ORDER NUMBER:

24PO0000221

Modification Number:

ORDER TOTAL: \$5,800.00

ORDER DATE: 02/13/24

EXPIRATION DATE: 4/30/24

SHIP To: Real Estate Services
Amy Foxson
2379 Broad Street
Building 6
Brooksville, FL 34604-6899

BILL To: Accounts Payable
P.O. Box 15436
Brooksville, Florida 34604-5436
Or Email to: invoices@watermatters.org

PROCUREMENT

DEPT. CONTACT: Allison Maver
352-448-6003, ext.

CONTACT: Melodie Miler
352-231-8404, ext.

FOB: FOB Dest, Freight Allowed

Delivery Hours: Monday through Friday 9:00 a.m.-12:00 p.m./12:30 p.m.-3:30 p.m.

Shipping Instructions: The Purchase Order number must appear on all packages, packing lists, invoices, and correspondence.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Line Total
1	0.00		\$0.00	\$5,800.00	\$5,800.00

RFQ Title: Annullitiga Hammock Surplus Project - AH-2 Appraisal reports for SWF Parcel Nos. 15-228-1343S; 15-228-1416S; 15-228-1573S; 15-228-1852S; 15-228-2019S; 15-228-2025S signed and dated 02/05/2024

Individual appraisals on six (6) parcels of District land in Hernando County. Each SWF number is considered a parcel whether comprised of a single lot or multiple lots.

The Appraisal reports may be on a standard form report with any Addenda you believe necessary. Each report must include individual write-ups of each sale utilized. Each report is expected to comply with District Minimum Appraisal Standards and with the Uniform Standards of Professional Appraisal Practice (USPAP). The final report will be submitted in a pdf file format.

The cover of the reports shall be labeled with at least:

1. Vendors/Appraiser's Name
2. Surplus Parcel/Project Identification: AH2
3. District Parcel Number 15-228-XXXXS
4. Date of Report
5. District Purchase Order Number

You are to provide your opinion of the current market value, as of the date of the appraisal, of each parcel in fee simple subject only to a deed restriction that, "No septic tank or other device for the sanitary disposal of waste shall be installed on the property conveyed hereby." You may make an inspection of all the lots at any time after receipt of this purchase order. The appraisal may include as an Extraordinary Assumption that "the condition of the parcel is the same on the date of appraisal as on the date of inspection."

BILLING INSTRUCTIONS

1. STATE SALES TAX EXEMPTION NO. 85-8013700387C-6
2. All vendors are encouraged to authorize the District to send payments electronically. To request payments via ACH, please send the request via email to VendorRegistration@WaterMatters.org.

VENDOR ACKNOWLEDGMENT AND INSTRUCTIONS

The Vendor acknowledges that terms and conditions have been read and agreed upon per this Purchase Order, including those printed on the attached Terms and Conditions page. BY ACCEPTANCE OF THIS PURCHASE ORDER YOU GUARANTEE THAT AS A VENDOR SERVING THE DISTRICT, YOU WILL PERFORM YOUR OBLIGATIONS UNDER THIS PURCHASE ORDER IN ACCORDANCE WITH ALL APPLICABLE STATE AND FEDERAL LAWS INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA).

Authorized Signature

Georgia S. Hudson

Page Number: 1 of 4
Date Printed: February 14, 2024

PURCHASE ORDER



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

VENDOR CONTACT: Bradley Page, President
813-333-5817
VENDOR: PAGE REALTY ADVISORS, INC.
16057 Tampa Palms Blvd., #355
Tampa FL 33647

PURCHASE ORDER NUMBER:
24PO0000221

Modification Number:

ORDER TOTAL: \$5,800.00

ORDER DATE: 02/13/24

EXPIRATION DATE: 4/30/24

SHIP To: Real Estate Services
Amy Poxson
2379 Broad Street
Building 6
Brooksville, FL 34604-6899

BILL To: Accounts Payable
P.O. Box 15436
Brooksville, Florida 34604-5436
Or Email to: invoices@watermatters.org

PROCUREMENT

CONTACT: Melodie Miler
352-231-8404, ext.

DEPT. CONTACT: Allison Mayer
352-448-6003, ext.

FOB: FOB Dest, Freight Allowed

Delivery Hours: Monday through Friday 9:00 a.m.-12:00 p.m./12:30 p.m.-3:30 p.m.

Shipping Instructions: The Purchase Order number must appear on all packages, packing lists, invoices, and correspondence.

The appraisals are being sought to comply with F.S. 373.089 sale or exchange of lands, or interests or rights in lands (as effective July 1, 2018). This section requires that an appraisal be "obtained within 360 days before the effective date of a contract for sale." Only one appraisal is being sought for each parcel.

The appraisals will be delivered within 30 days of the date of this purchase order.

The parcels to be appraised are listed below:

SWF #15-228-1343S Hernando Key #73761
SWF #15-228-1416S Hernando Key #677173
SWF #15-228-1573S Hernando Key #773470
SWF #15-228-1852S Hernando Key #792011
SWF #15-228-2019S Hernando Key #816264 and #816255
SWF #15-228-2025S Hernando Key #815309

- Restricted Lot Appraisal: 5 @ \$900.00 = \$4,500.00
- Restricted Double Lot Appraisal: 1 @ \$1,300.00 = \$1,300.00

Work and deliverables must be performed as stated above and in compliance with the attached Minimum Appraisal Requirements.

Questions and/or coordination of purchase order please contact Allison Mayer, Real Estate Specialist at 352-448-6003.

This purchase order is in accordance with the Southwest Florida Water Management District PO Terms and Conditions, and Addendum to PO Terms and Conditions.

PO Total: \$5,800.00

BILLING INSTRUCTIONS

1. STATE SALES TAX EXEMPTION NO. 85-8013700387C-6
2. All vendors are encouraged to authorize the District to send payments electronically. To request payments via ACH, please send the request via email to VendorRegistration@WaterMatters.org.

VENDOR ACKNOWLEDGMENT AND INSTRUCTIONS

The Vendor acknowledges that terms and conditions have been read and agreed upon per this Purchase Order, including those printed on the attached Terms and Conditions page. BY ACCEPTANCE OF THIS PURCHASE ORDER YOU GUARANTEE THAT AS A VENDOR SERVING THE DISTRICT, YOU WILL PERFORM YOUR OBLIGATIONS UNDER THIS PURCHASE ORDER IN ACCORDANCE WITH ALL APPLICABLE STATE AND FEDERAL LAWS INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA).

Authorized Signature

Georgia D. Hudson

Page Number: 2 of 4
Date Printed: February 14, 2024

PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order issued by the Southwest Florida Water Management District (District) constitutes a binding contract under the terms and conditions contained herein and on attachments hereto when accepted by the Vendor/Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes (F.S.).
2. All invoices must include this Purchase Order number and be mailed to the "Bill To" address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Contractor fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S., and the provisions of the Uniform Commercial Code, Chapters 671 and 672, F.S. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hernando County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Vendor/Contractor warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months, and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise such coverage will be afforded to the subcontractor by the Vendor/Contractor's insurance policies. Such insurance will be available for District review upon request.
9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.
10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.
11. All materials, drawings or other items provided by the District to Vendor/Contractor will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.
12. Materials will be properly packaged and marked with the Purchase Order number.
13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.
14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B shipping point, the Vendor will prepay shipping charges and include them on the invoice.
15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.
16. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.
17. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

SERVICES - ADDITIONAL TERMS AND CONDITIONS

18. The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create, any relationship between the District and any subcontractor of Contractor.
19. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Contractor will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District. The Contractor and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
20. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District.
21. In the event of any national, state or local emergency which significantly affects Vendor/Contractor's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Contractor's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

ALTERNATIVE TERMS AND CONDITIONS

If Vendor/Contractor is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:

22. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity or any lawful defenses or extend either party's liability beyond the limits established in Section 768.28, F.S. The obligations contained in this paragraph will survive acceptance of the goods or services by the District.

The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Purchase Order. Invoice documentation submitted to the District under this Purchase Order must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.

If Contractor is a design professional under 725.08, F.S., the following provision shall replace paragraph 4 of this Purchase Order:

23. Contractor's liability is limited as provided in this Section 23. Contractor agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, F.S. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.

ADDENDUM TO PURCHASE ORDER
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This Addendum is hereby incorporated into and made a part of this Purchase Order.

1. Paragraph 1 of the Purchase Order Terms and Conditions is hereby replaced with the following:

PROJECT RECORDS AND DOCUMENTS

1.1 The VENDOR/CONTRACTOR, upon request, shall permit the DISTRICT to examine or audit all SERVICES related records and documents during or following completion of the SERVICES at no cost to the DISTRICT. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the 2D PARTY shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the VENDOR/CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The VENDOR/CONTRACTOR shall maintain all such records and documents for at least five (5) years following completion of the SERVICES. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The 2D PARTY and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

1.2 Each party shall allow public access to the SERVICES documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the VENDOR/CONTRACTOR shall (1) keep and maintain public records required by the DISTRICT to perform the SERVICES; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the VENDOR/CONTRACTOR does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the VENDOR/CONTRACTOR or keep and maintain public records in possession of the VENDOR/CONTRACTOR to keep and maintain public records required by the DISTRICT to perform the SERVICES. If the VENDOR/CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, the VENDOR/CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the VENDOR/CONTRACTOR keeps and maintains public records upon completion of this Agreement, the VENDOR/CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

1.3 IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-205-8482, by email at RecordsCustodian@Watermatters.org, or at the following mailing address:

Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Any changes to the above contact information will be provided to the VENDOR/CONTRACTOR in writing.

1.4 This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

Page Number: 4 of 4

QUALIFICATIONS

Bradley C. Page, MAI

EDUCATION:

Graduate of University of West Florida, Pensacola, Florida
Bachelor of Science Degree

PROFESSIONAL AFFILIATIONS:

- MAI - Member of Appraisal Institute, Member Number 10,521
- State-Certified General Appraiser, State of Florida RZ 0001535
- Associate Instructor for the Appraisal Institute
- Broker's License, State of Florida BK 0541288
- Charter Member of the New Tampa Rotary Club

EXPERT WITNESS TESTIMONY

- Hillsborough County Court
- Pasco County Court
- Sarasota County Court
- Federal Bankruptcy Court
- Federal Tax Court

PROFESSIONAL EDUCATION:

College Courses

- Real Estate Law
- Real Estate Investment Analysis
- Real Estate Marketing

Courses completed under the direction of the Appraisal Institute:

- Real Estate Principles, 1A1
- Standards of Professional Appraisal Practice - Part A
- Standards of Professional Appraisal Practice - Part B
- Basic Valuation Procedures, 1A2
- Capitalization & Theory Techniques Part A
- Capitalization & Theory Techniques Part B
- Case Studies in Real Estate Valuation, 2-1
- Report Writing and Valuation Analysis, 2-2
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics

Seminars

- Maximizing the "Value" of an Appraisal Practice
- The Comprehensive Appraisal Workshop
- Fair Lending and The Appraiser
- The Internet and Appraising
- Tree Trunk Formula
- USPAP/Core Law Update for Appraisers
- Data Confirmation &
- Appraisal Consultation
- Real Estate Investment Analysis

- Real Estate Brokerage/Management
- Condemnation Appraising - Basic Principles & Applications
- Condemnation Appraising - Advanced Topics & Applications
- PLAM Seminars sponsored by FDEP
- Attacking & Defending an Appraisal in Litigation
- Conservation Easements
- GIS Mapping and Valuation Tools
- Instructor Leadership & Development Conference

PROFESSIONAL EXPERIENCE:

Currently, President of Valuation Advisors
 Senior Appraiser with Trigg, Catlett & Associates, Tampa, Florida
 Researcher with M. Eugene Presley, MAI & Associates, Inc., Pensacola Florida

TYPE OF APPRAISALS:

Less Than Fee Appraisals, Conservation Easements, Remainder Interests, Appraisals for Litigation Issues including Eminent Domain, Title Issues, Bankruptcy, Partnership disputes, Appraisals for Estate Planning and IRS disputes to include minority interest analysis, Appraisal of Spring Influenced and Watershed Protection Properties, Appraisal of Mines and Properties with Mineral Reserves, Apartment Complexes, Hotels/Resorts, Acreage Tracts Including Ranches and Development Properties, Industrial Buildings, Commercial Buildings, Day Cares, Warehouses, Large Manufacturing Facilities, Leased Fee Interests, Leasehold Interest, Vacant Land, Office Buildings, Condominiums, Private Schools, Stand Alone Retail Buildings, Shopping Centers, Cold Storage Facilities, Subdivision Developments Including the Analysis of a Community Development District Interest, Restaurants, Residential Properties, and Appraisal Reviews

CONSULTATIONS:

Analysis of Internal Rate of Return for Investments, Highest and Best Use Studies, and Specialized Market Studies to Include Market Surveys, as well as Analysis of Value Impacting Issues Ranging from Special Investor Criteria to Impacts of External Factors on Existing Properties

Governing Board Meeting

April 23, 2024

6. REGULATION COMMITTEE

6.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion.....178

6.2 **Discussion:** Action Item: Denials Referred to the Governing Board179

REGULATION COMMITTEE

April 23, 2024

Discussion: Information Item: Consent Item(s) Moved to Discussion

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation Division

REGULATION COMMITTEE

April 23, 2024

Discussion: Action Item: Denials Referred to the Governing Board

District Rule 40D-1.6051, Florida Administrative Code, provides that if District staff intends to deny a permit application, the applicant will be advised of the opportunity to request referral to the Governing Board for final action. Under these circumstances, if an applicant or petitioner requests their application or petition be referred to the Governing Board for final action, that application or petition will appear under this agenda item for consideration. As these items will be presented at the request of an outside party, specific information may not be available until just prior to the Governing Board meeting.

Staff Recommendation:

If any denials are requested to be referred to the Governing Board, these will be presented at the meeting.

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation Division

Governing Board Meeting
April 23, 2024

7. GENERAL COUNSEL'S REPORT

7.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion 180

7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions 181

GENERAL COUNSEL'S REPORT

April 23, 2024

Discussion: Information Item: Consent Item(s) Moved to Discussion

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Chris Tumminia, General Counsel, Office of General Counsel

GENERAL COUNSEL'S REPORT

April 23, 2024

Discussion: Action Item: Affirm Governing Board Committee Actions

The Governing Board has established four committees for conducting District business: the Finance/Outreach & Planning Committee; the Operations, Lands, & Resource Monitoring Committee; the Regulation Committee; and the Resource Management Committee. Each committee is a committee of the whole with all Governing Board members serving as committee members.

The Governing Board, sitting as a committee, considers and takes action on discussion agenda items during each Governing Board meeting. In order to clarify for the record that the Governing Board has taken action, the actions taken by the committees will be presented to the Board for affirmation.

Staff Recommendation:

Affirm the actions taken by the Governing Board Committees.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

COMMITTEE/LIAISON REPORTS

April 23, 2024

Discussion: Information Item: Agricultural and Green Industry Advisory Committee

This meeting was replaced with March 8 field trip.

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Dustin Rowland, Board Member

EXECUTIVE DIRECTOR'S REPORT

April 23, 2024

Discussion: Information Item: Executive Director's Report

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Brian J. Armstrong, P.G., Executive Director

CHAIR'S REPORT

April 23, 2024

Discussion: Information Item: Chair's Report

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Ed Armstrong, Chair

CHAIR'S REPORT

April 23, 2024

Discussion: Information Item: Employee Milestones

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Ed Armstrong, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	04/15/2019	Chris McCall	Project Manager	Brooksville	Engineering & Project Management	2024	04/15/2024
5	04/22/2019	Chris Mckendree	Land Manager	Brooksville	Land Resources	2024	04/22/2024
10	04/28/2014	Buck Dixon	Application/Infrastructure Administrator	Brooksville	InformationTechnology	2024	04/28/2024
25	04/05/1999	Tom Hail	Senior Infrastructure Administrator	Brooksville	InformationTechnology	2024	04/05/2024
25	04/12/1999	Andy Frazier	Structure Electrician	Brooksville	Operations	2024	04/12/2024
25	04/26/1999	Frank Gargano	Ombudsman	Brooksville	Office of Ombudsman	2024	04/26/2024
30	04/18/1994	Don Everson	Senior Hydrologic Data Field Technician	Brooksville	Data Collection	2024	04/18/2024
35	04/04/1989	Kim Cash	Senior Project Manager	Tampa	InformationTechnology	2024	04/04/2024