

# Governing Board Meeting

## *Agenda and Meeting Information*

*April 25, 2023*

*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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Employer

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## Final Agenda GOVERNING BOARD MEETING

**APRIL 25, 2023  
9:00 AM**

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

*All meetings are open to the public*

- › Viewing of the Board meeting will be available through the District's website at [www.WaterMatters.org](http://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](http://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)

MEETING NOTICE



## **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 **Finance/Outreach and Planning Committee:** Water Reuse Week
- 2.2 **Finance/Outreach and Planning Committee:** Knowledge Management: Election of Governing Board Officers Policy
- 2.3 **Resource Management Committee:** Budget Transfer for Hurricane Ian Storm Debris Management on the Peace Creek Canal (B077)
- 2.4 **Resource Management Committee:** Budget Transfer for Hurricane Ian Storm Debris Management on Flint Creek (B016)
- 2.5 **Resource Management Committee:** Approve the Duck Pond Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Hillsborough County (N897)
- 2.6 **Resource Management Committee:** Recommend FY2024 Springs Projects for FDEP Funding Consideration
- 2.7 **Resource Management Committee:** FARMS – FD Berries USA LLC (H804), Highlands County
- 2.8 **Operations, Lands and Resource Monitoring Committee:** Panasoffkee Outlet Cattle Lease Amendment, SWF Parcel No. 19-441-112X
- 2.9 **Operations, Lands and Resource Monitoring Committee:** Easement Agreement - Hilochee Osprey Wildlife Management Area CFWI Well Site, SWF Parcel No. 20-020-185
- 2.10 **Operations, Lands and Resource Monitoring Committee:** Release and Relocation of Easement for ROMP TR 7-4, SWF Parcel No. 21-020-040
- 2.11 **General Counsel's Report:** Interagency Agreement between SFWMD and SWFWMD - Designation of Regulatory Responsibility to SWFWMD for Environmental Resource Permit No. 850358 - Providence N27 - Polk County
- 2.12 **General Counsel's Report:** Approval of Consent Order between SWFWMD and Ronald Neff – Unauthorized Construction – CT No. 418574 – Charlotte County
- 2.13 **Executive Director's Report:** Approve Governing Board Minutes - March 28, 2023

## **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 **Submit & File:** Information Item: Budget Transfer Report
- 3.4 **Submit & File:** Information Item: Office of Inspector General Quarterly Update January 1 to March 31, 2023
- 4. RESOURCE MANAGEMENT COMMITTEE**
  - 4.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
  - 4.2 **Discussion:** Action Item: Fiscal Year 2024 Cooperative Funding Update
  - 4.3 **Discussion:** Action Item: FARMS – Bayside Sod (H813), Manatee County
  - 4.4 **Discussion:** Information Item: Southern Water Use Caution Area Recovery Strategy – Five-Year Assessment for FY2017-2021
- 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 – Tampa Bypass Canal (TBC-10), SWF 13-001-744S
  - 5.4 **Discussion:** Action Item: Offer for Surplus Lands – Lake Panasoffkee (LP-2), SWF Parcel No. 19-528-159S
  - 5.5 **Discussion:** Action Item: Offer for Surplus Lands – Green Swamp East (GSE-3), SWF Parcel No. 10-200-1282S
  - 5.6 **Discussion:** Action Item: Purchase and Sale Agreement - Fredrick Ranch - Lower Peace River Corridor Project, SWF Parcel No. 20-695-118C
- 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: Approval of Final Order - Feltquate v. SWFWMD and Venetian Community Development District - DOAH Case No. 22-2212 - Environmental Resource Permit Application No. 836578 - Sarasota County
- 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**

# GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved April 3, 2023

OFFICERS	
Chair	Joel Schleicher
Vice Chair	Ed Armstrong
Secretary	Michelle Williamson
Treasurer	John Mitten

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Jack Bispham
Kelly Rice
John Hall

RESOURCE MANAGEMENT COMMITTEE
Ashley Bell Barnett
Michelle Williamson

REGULATION COMMITTEE
John Hall
Ashley Bell Barnett

FINANCE/OUTREACH AND PLANNING COMMITTEE
John Mitten
Jack Bispham
Ed Armstrong

*\* Board policy requires the Governing Board Treasurer to chair the Finance Committee.*

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Kelly Rice
Environmental Advisory Committee	Michelle Williamson
Industrial Advisory Committee	Ashley Bell Barnett
Public Supply Advisory Committee	Ed Armstrong

OTHER LIAISONS	
Central Florida Water Initiative	John Hall
Spring Coast Steering Committee	Kelly Rice
Coastal & Heartland National Estuary Partnership Policy Committee	Jack Bispham
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 2023**

1/12/2023

**Governing Board Meeting**

October 18, 2022 – 9:00 a.m., Tampa Office  
November 15, 2022 – 9:00 a.m., Brooksville Office  
December 13, 2022 – 9:00 a.m., Brooksville Office  
January 24, 2023 – 9:00 a.m., Tampa Office  
February 28, 2023 – 9:00 a.m., Brooksville Office  
March 28, 2023 – 9:00 a.m., Brooksville Office  
April 25, 2023 – 9:00 a.m., Tampa Office  
May 23, 2023 – 9:00 a.m., Tampa Office  
June 27, 2023 – 9:00 a.m., Brooksville Office  
July 25, 2023 – 9:00 a.m., Tampa Office  
August 22, 2023 – 9:00 a.m., Brooksville Office  
September 26, 2023 – 3:00 p.m., Tampa Office

**Governing Board Workshop**

November 15, 2022 – 10:30 a.m., Brooksville Office

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

2023 – September 12 & 26

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

2022 – December 6 (meeting replaced with December 16 field trip)  
2023 – March 14, June 13, September 12

**Environmental Advisory Committee – 10:00 a.m.**

2022 – October 11 (canceled)  
2023 – January 10, April 11, July 11

**Industrial Advisory Committee – 10:00 a.m.**

2022 – November 8  
2023 – February 14 (meeting replaced with February 17 field trip), May 9, August 8

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

2022 – November 8 (canceled) 2023 – February 14, May 9 (meeting replaced with May 5 field trip), August 8

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

2022 – October 26, December 7  
2023 – January 11, (canceled) February 22, May 24, July 12

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

2022 – November 9  
2023 – January 25, March 8, July 26

**Meeting Locations**

Brooksville Office – 2379 Broad St., Brooksville, FL 34604  
Tampa Office – 7601 US Highway 301 North, Tampa, FL 33637



Governing Board Meeting  
April 25, 2023

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**CONVENE PUBLIC MEETING**

**April 25, 2023**

**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:**

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**April 25, 2023**

**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:

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**April 25, 2023**

**Employee Recognition**

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

Presenter:

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**April 25, 2023**

**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 25, 2023**

**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:

Joel A. Schleicher, Chair

# Governing Board Meeting

April 25, 2023

## 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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## CONSENT AGENDA

**April 25, 2023**

### **Finance/Outreach and Planning Committee: Water Reuse Week**

#### Purpose

To request that the Governing Board sign a resolution declaring May 14-20, 2023, as “Water Reuse Week” to focus the public on the benefits of expanding this important water resource.

#### Background/History

Since 2007, the State of Florida, the Florida Department of Environmental Protection (DEP), water management districts, water utilities, local governments, and water-related organizations such as the WaterReuse Association have declared the third week in May as “Water Reuse Week” to promote and encourage efficient use of reclaimed water.

The largest use for reclaimed water is irrigation and May is typically the month when irrigation demands peak due to hot and dry conditions. Reclaimed water provides a means for conserving and augmenting Florida’s precious water resources and is key to meeting future demands.

Three decades of Governing Board support (\$424 million District cooperative funding for 396 projects, worth over \$1 billion) has enabled utilities within the District to progressively increase beneficial reclaimed water use to 212 million gallons per day in 2021. This represents a 57 percent beneficial utilization of all wastewater treatment plant flows within the District and is well on the way to achieving the District’s 2040 goal of 75 percent beneficial utilization.

Water Reuse Week will also highlight potable reuse as the District’s Governing Board identified potable reuse as a priority in achieving the District’s long-term strategic goals. The District is also a partner in DEP’s One Water Florida initiative to educate the public and stakeholders on potable reuse as a safe, future water supply in Florida.

Approval of this resolution demonstrates the District’s continued support of the use and expansion of reclaimed water. This item supports the District’s mission and strategic initiatives through maximizing the beneficial use of reclaimed water to offset potable water supplies, create new potable sources and restore water levels and natural systems.

The resolution for the Governing Board’s consideration is attached.

#### Staff Recommendation:

Approve and execute Resolution No. 23-03 declaring May 14-20, 2023 as “Water Reuse Week.”

#### Presenter:

Cara Martin, Office Chief, Government and Community Affairs

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 23-03

**PROCLAIMING MAY 14-20, 2023 as “WATER REUSE WEEK” in FLORIDA**

WHEREAS, safe, clean, and sustainable water resources are essential to Florida’s environment, economy, citizens, and visitors; and

WHEREAS, water reuse provides a means for conserving and augmenting Florida’s precious water resources; and

WHEREAS, Florida has established the encouragement and promotion of water reuse as state objectives in Chapters 373 and 403, Florida Statutes; and

WHEREAS, the Southwest Florida Water Management District has joined with the State of Florida, the Florida Department of Environmental Protection (DEP), and other municipalities in encouraging and promoting water reuse and conservation; and

WHEREAS, the District has invested more than \$424 million in 396 reclaimed water projects since 1987, which has resulted in more than \$1 billion in partnering entities reclaimed water infrastructure.

WHEREAS, the District’s Governing Board identified potable reuse as a priority for the District to achieve its goal of 75% reuse utilization by 2040; and

WHEREAS, the District is a partner in DEP’s One Water Florida initiative to educate the public and stakeholders on potable reuse as a safe, future water supply in Florida.

THEREFORE, BE IT RESOLVED that the Southwest Florida Water Management District hereby proclaims May 14-20 as “WATER REUSE WEEK” in Florida.

BE IT FURTHER RESOLVED the Southwest Florida Water Management District urges every citizen and visitor to become more aware of the need to save our precious water supply and take appropriate steps to conserve and protect this vital resource.

BE IT FURTHER RESOLVED the Chair and Secretary of the Governing Board are hereby authorized to affix their signatures to the Resolution on behalf of the Board.

PASSED AND ADOPTED in Hillsborough County, Florida, on this 25 day of April 2023.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Joel Schleicher, Chair

Attest: \_\_\_\_\_  
Michelle Williamson, Secretary

## CONSENT AGENDA

**April 25, 2023**

### **Finance/Outreach and Planning Committee: Knowledge Management: Election of Governing Board Officers 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 Election of Governing Board Officers Policy clarifies and facilitates the election process for Governing Board officers. Minor formatting, wording and clarification changes have been made to the policy. The proposed revised policy better clarifies the nomination process and voting. In addition, the proposed revised policy explicitly provides the Governing Board with the flexibility to delay the annual May elections by Board action to a date certain no later than the regular September Governing Board meeting. 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:

Approve the proposed changes to the policy.

#### Presenter:

Robyn Felix, Bureau Chief, Communications & Board Services



# DRAFT

## GOVERNING BOARD POLICY

Southwest Florida Water Management District

**Title: Election of Governing Board Officers**

**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

To clarify and facilitate the election process for Governing Board Officers.

### SCOPE

Governing Board Officers

### AUTHORITY

Chapter 373, Florida Statutes (F.S.)

### DEFINITIONS

N/A

### STANDARDS

Section 286.011, Florida Statutes

[Roberts, H.M. Robert's Rules of Order Newly Revised](#)

### POLICY

In order to clarify and facilitate the election process for Governing Board Officers, the following policies have been adopted:

## GOVERNING BOARD POLICY

Title: Election of Governing Board Officers

Effective Date: MM/DD/YYYY

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### 1) Officer Elections

- a) Chair
- b) Vice Chair
- c) Secretary
- d) Treasurer

### 2) Schedule for Elections

Elections of officers shall occur annually in May, unless delayed by Board action to a date certain no later than the regular September Governing Board meeting. Elections will take place during the beginning of the District business portion of the ~~May~~ Governing Board Meeting. New officers will assume offices twenty-four hours prior to the ~~next June~~ Governing Board meeting following the election.

### 3) Procedure for Election of Officers

- a) Separate elections shall be held for each office. The Board shall complete all voting on each individual office before proceeding to vote on the next office. Notwithstanding, a nomination for a slate of officers (~~C~~chair, ~~V~~ice ~~C~~chair, ~~S~~ecretary and ~~T~~reasurer) may be made prior to the Chair accepting nominations for the office of ~~C~~chair.
- b) Nominations of new officers shall be made. If at least one slate is nominated, the Chair will call for a roll call vote on the proposed slate(s), and no ballot voting will occur. If no slate is nominated, the Chair will call for nominations for each individual office beginning with the office of Chair.
- c) When everyone has had a reasonable opportunity to nominate, the Chair will accept a motion to close nominations.
- d) The Chair shall then proceed to put the nomination(s) to vote by ballot. Ballots must be signed by each member when voting.
- e) The Board and Executive Services manager, or subsequently titled position, with the assistance of the General Counsel, shall count the ballots, and the Chair will announce the results.
- f) Elections shall be determined by a majority of the Governing Board Members present and voting, whether in person or participating by means of communications media technology.
- g) Should no candidate receive a majority on the first ballot, ~~voicing voting~~ will continue with subsequent ballots until one candidate is elected. In the event three or more candidates are on the ballot, the names of all candidates will remain on subsequent ballots.
- h) If a candidate is present and does not decline, or if a candidate is absent but has consented to the candidacy, the candidate is elected. If the candidate is absent, has not consented to be a candidate and does not immediately decline after being notified, the candidate is elected. If a person declines election, there is a failure to elect, and the Board may proceed to continue the election.
- i) Notwithstanding the above, if there is only one nomination of an individual officer or one nomination of a slate of officers (~~C~~chair, ~~V~~ice ~~C~~chair, ~~S~~ecretary, and ~~T~~reasurer)~~-is nominated~~, the Board is not required to vote by ballot pursuant to d) ~~- h)~~ but rather may elect by acclamation.
- j) Elections will be held in accordance with the current edition of Robert's Rules of Order Newly Revised, except as otherwise specified above.

## GOVERNING BOARD POLICY

Title: Election of Governing Board Officers

Effective Date: MM/DD/YYYY

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### 4) Terms of Office

Governing Board members elected to office will hold office until the next election of officers is held, and the new officers assume their offices, unless the office is vacated. Officers serve one-year terms. No officer shall serve more than two consecutive terms in the same office.

### 5) Filling Vacancies

A vacancy in any office shall be filled at the meeting of the Governing Board at which the vacancy occurs or the next meeting after the vacancy occurs unless delayed to a date certain by action of the Board. In case of disability, resignation, non-reappointment or death of the Chair, the Vice Chair, shall become the Chair for the remainder of the Chair's term. In the absence of the Secretary, the Treasurer will assume the duties of the Secretary. In the absence of the Treasurer, the Secretary will assume the duties of the Treasurer.

## DISTRIBUTION

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

## REFERENCES

~~Robert's Rules of Order Newly Revised, Twelfth Edition (2020)~~

## REVIEW PERIOD

This Policy will be reviewed every three years.

## GOVERNING BOARD POLICY

Title: Election of Governing Board Officers

Effective Date: MM/DD/YYYY

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### DOCUMENT DETAILS

Document Name	Election of Governing Board Officers
Formerly Known As	N/A
Document Type	Policy
Author(s)	
Reviewing Stakeholder(s)	<a href="#">Office of General Counsel</a>
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

\_\_\_\_\_  
Joel A. Schleicher  
Chair

\_\_\_\_\_  
Date

## **GOVERNING BOARD POLICY**

Southwest Florida Water Management District

**Title: Election of Governing Board Officers**

**Document Owner:** Communications and Board Services  
Bureau Chief

**Approved By:** Board Chair

**Effective Date:** 04/25/2023

**Supersedes:** 11/18/2014

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### **PURPOSE**

To clarify and facilitate the election process for Governing Board Officers.

### **SCOPE**

Governing Board Officers

### **AUTHORITY**

Chapter 373, Florida Statutes (F.S.)

### **DEFINITIONS**

N/A

### **STANDARDS**

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

### **POLICY**

In order to clarify and facilitate the election process for Governing Board Officers, the following policies have been adopted:

- 1) Officer Elections
  - a) Chair



## GOVERNING BOARD POLICY

Title: Election of Governing Board Officers

Effective Date: 04/25/2023

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- b) Vice Chair
  - c) Secretary
  - d) Treasurer
- 2) Schedule for Elections
- Elections of officers shall occur annually in May, unless delayed by Board action to a date certain no later than the regular September Governing Board meeting. Elections will take place during the beginning of the District business portion of the Governing Board Meeting. New officers will assume offices twenty-four hours prior to the next Governing Board meeting following the election.
- 3) Procedure for Election of Officers
- a) Separate elections shall be held for each office. The Board shall complete all voting on each individual office before proceeding to vote on the next office. Notwithstanding, a nomination for a slate of officers (Chair, Vice Chair, Secretary and Treasurer) may be made prior to the Chair accepting nominations for the office of Chair.
  - b) If at least one slate is nominated, the Chair will call for a roll call vote on the proposed slate(s), and no ballot voting will occur. If no slate is nominated, the Chair will call for nominations for each individual office beginning with the office of Chair.
  - c) When everyone has had a reasonable opportunity to nominate, the Chair will accept a motion to close nominations.
  - d) The Chair shall then proceed to put the nomination(s) to vote by ballot. Ballots must be signed by each member when voting.
  - e) The Board and Executive Services manager, or subsequently titled position, with the assistance of the General Counsel, shall count the ballots, and the Chair will announce the results.
  - f) Elections shall be determined by a majority of the Governing Board Members present and voting, whether in person or participating by means of communications media technology.
  - g) Should no candidate receive a majority on the first ballot, voting will continue with subsequent ballots until one candidate is elected. In the event three or more candidates are on the ballot, the names of all candidates will remain on subsequent ballots.
  - h) If a candidate is present and does not decline, or if a candidate is absent but has consented to the candidacy, the candidate is elected. If the candidate is absent, has not consented to be a candidate and does not immediately decline after being notified, the candidate is elected. If a person declines election, there is a failure to elect, and the Board may proceed to continue the election.
  - i) Notwithstanding the above, if there is only one nomination of an individual officer or one nomination of a slate of officers (Chair, Vice Chair, Secretary and Treasurer), the Board is not required to vote by ballot pursuant to d) – h) but rather may elect by acclamation.
  - j) Elections will be held in accordance with the current edition of *Robert's Rules of Order Newly Revised*, except as otherwise specified above.

## **GOVERNING BOARD POLICY**

**Title: Election of Governing Board Officers**

**Effective Date: 04/25/2023**

**Page 3 of 4**

### **4) Terms of Office**

Governing Board members elected to office will hold office until the next election of officers is held, and the new officers assume their offices, unless the office is vacated. Officers serve one-year terms. No officer shall serve more than two consecutive terms in the same office.

### **5) Filling Vacancies**

A vacancy in any office shall be filled at the meeting of the Governing Board at which the vacancy occurs or the next meeting after the vacancy occurs unless delayed to a date certain by action of the Board. In case of disability, resignation, non-reappointment or death of the Chair, the Vice Chair, shall become the Chair for the remainder of the Chair's term. In the absence of the Secretary, the Treasurer will assume the duties of the Secretary. In the absence of the Treasurer, the Secretary will assume the duties of the Treasurer.

## **DISTRIBUTION**

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

## **REVIEW PERIOD**

This Policy will be reviewed every three years.

## GOVERNING BOARD POLICY

Title: Election of Governing Board Officers

Effective Date: 04/25/2023

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### DOCUMENT DETAILS

Document Name	Election of Governing Board Officers
Formerly Known As	N/A
Document Type	Policy
Author(s)	
Reviewing Stakeholder(s)	Office of General Counsel
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	04/25/2023

### APPROVAL

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Joel A. Schleicher  
Chair

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Date

## CONSENT AGENDA

**April 25, 2023**

### **Resource Management Committee: Budget Transfer for Hurricane Ian Storm Debris Management on the Peace Creek Canal (B077)**

#### *Purpose*

The purpose of this item is to approve the Peace Creek Canal Debris Management project (B077) and authorize the transfer of \$2,395,719 from Cooperative Funding Initiative (CFI) projects that have been cancelled or completed under budget.

#### *Background/History*

On September 28 & 29, 2022, Hurricane Ian impacted the area with heavy winds and rainfall, resulting in downed trees and conveyance blockages on canal and riverine systems within the District including the Peace Creek Canal. As a part of Hurricane Ian recovery efforts, the District completed debris management assessments on the Peace Creek Canal and identified areas where debris management should occur to improve conveyance of flood waters.

The Emergency Watershed Protection (EWP) Program was established by Congress to assist State and local agencies with recovery efforts to address the sudden impairment of watersheds resulting from a natural disaster. Eligible impairments include debris-clogged stream channels or drainage canals, and wind-borne debris removal. The Natural Resources Conservation Service (NRCS) administers the EWP Program. The proposed debris removal construction cost based upon the NRCS Damage Survey Report (DSR) for Peace Creek Canal is \$2,218,258. On April 7, 2023, the District was notified that NRCS will reimburse for 75% of the debris removal construction cost (not to exceed \$1,663,693) and will also provide 8% of the debris removal construction cost (not to exceed \$177,461) for technical service items such as survey, design, contract administration, and inspection, for a total reimbursement of up to \$1,841,154.

#### *Benefits/Costs*

In 2010, the District took over maintenance responsibilities of the Peace Creek Canal and is prepared to move forward with debris management for this system. The benefit of debris removal will be to improve conveyance to reduce future potential flooding impacts. The proposed debris removal construction cost based upon the NRCS DSR for the Peace Creek Canal is \$2,218,258. Staff is requesting an additional \$177,461 for technical services, including inspection, contractor oversight, and license agreement assistance. The total funding requested for this project is \$2,395,719, with up to \$1,841,154 to be reimbursed from NRCS. Funds are available from five CFI projects outlined below.

- \$1,242,718 from City of Bradenton – Aquifer Protection Recharge Well (N842): A fiscal year (FY) 2018 project cancelled after third party review concluded the project will not achieve the proposed Measurable Benefit outlined in the cooperative funding agreement.
- \$15,000 from Tarpon Springs – Water Conservation Program Phase IV (Q322): A FY2023 project cancelled at the request of the cooperator.
- \$564,000 from Manatee County – IA Buckeye Reclaimed Water Transmission (Q344): A FY2023 project cancelled at the request of the cooperator.
- \$517,383 from Tampa Bay Water Demand Management (Q087): A FY2020 project completed under budget due to limited public participation as a result of COVID.

- \$56,618 from Manatee County – Toilet Retrofit Phase 14 (Q168): A FY2021 project completed under budget due to limited public participation as a result of COVID.

Staff Recommendation:

1. Approve the request to proceed with the Peace Creek Canal Debris Management project (B077).
2. Authorize the transfer of \$2,395,719 from the following CFI projects to the Peace Creek Canal Debris Management project (B077):
  - \$1,242,718 from City of Bradenton – Aquifer Protection Recharge Well Cooperative Funding Initiative project (N842)
  - \$15,000 from Tarpon Springs – Water Conservation Program Phase IV (Q322)
  - \$564,000 from Manatee County – IA Buckeye Reclaimed Water Transmission (Q344)
  - \$517,383 from Tampa Bay Water Demand Management (Q087)
  - \$56,618 from Manatee County – Toilet Retrofit Phase 14 (Q168)
3. Authorize the Assistant Executive Director, or authorized designee, to sign the revenue contract with the NRCS.

Presenter:

Scott Letasi, Bureau Chief, Engineering and Project Management

## CONSENT AGENDA

**April 25, 2023**

### **Resource Management Committee: Budget Transfer for Hurricane Ian Storm Debris Management on Flint Creek (B016)**

#### *Purpose*

The purpose of this item is to approve the Flint Creek Debris Management project (B016) and authorize the transfer of \$950,400 from the City of Bradenton Aquifer Protection Recharge Well Cooperative Funding Initiative project (N842) to the Flint Creek Debris Management project (B016).

#### *Background/History*

On September 28 & 29, 2022, Hurricane Ian impacted the area with heavy winds and rainfall, resulting in downed trees and conveyance blockages on canal and riverine systems within the District including Flint Creek. As a part of Hurricane Ian recovery efforts, the District completed debris management assessments on Flint Creek and identified areas where debris management should occur to improve conveyance of flood waters.

The Emergency Watershed Protection (EWP) Program was established by Congress to assist State and local agencies with recovery efforts to address the sudden impairment of watersheds resulting from a natural disaster. Eligible impairments include debris-clogged stream channels or drainage canals, and wind-borne debris removal. The Natural Resources Conservation Service (NRCS) administers the EWP Program. The proposed debris removal construction costs based upon the NRCS Damage Survey Report (DSR) for the Flint Creek is \$880,000. On April 7, 2023, the District was notified that NRCS will reimburse for 75% of the debris removal construction cost (not to exceed \$660,000) and will also provide 8% of the debris removal construction cost (not to exceed \$70,400) for technical service items such as survey, design, contract administration, and inspection, for a total reimbursement of up to \$730,400.

#### *Benefits/Costs*

The benefit of debris removal will be to improve conveyance of water in this waterway to reduce future potential flooding impacts. The proposed debris removal construction cost based upon the NRCS DSR for the Flint Creek is \$880,000. Staff is requesting an additional \$70,400 for technical services, including inspection, contractor oversight, and license agreement assistance. The total funding requested for this project is \$950,400, with up to \$730,400 to be reimbursed from NRCS. Funds are available from the cancelled City of Bradenton Aquifer Protection Recharge Well Cooperative Funding Initiative (CFI) project (N842). The funds are no longer required due to cancellation of the CFI project after third party review concluded the project will not achieve the proposed Measurable Benefit outlined in the cooperative funding agreement.

#### Staff Recommendation:

1. Approve the request to proceed with the Flint Creek Debris Management project (B016).
2. Authorize the transfer of \$950,400 from a cancelled CFI project with the City of Bradenton - Aquifer Protection Recharge Well project (N842) to the Flint Creek Debris Management project (B016).
3. Authorize the Assistant Executive Director, or authorized designee, to sign the revenue contract with the NRCS.

#### Presenter:

Scott Letasi, Bureau Chief, Engineering and Project Management

## CONSENT AGENDA

**April 25, 2023**

**Resource Management Committee: Approve the Duck Pond Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Hillsborough County (N897)**

*Purpose*

Request the Board's approval to use the Duck Pond Watershed Management Plan (WMP) floodplain information for regulatory purposes and to update Flood Insurance Rate Maps (FIRMs) in Hillsborough County (the County). The WMP evaluates the capacity of the watershed in achieving flood protection primarily through computer modeling. The watershed model and floodplain information have gone through the District's process that includes internal review and external peer review by experienced licensed professional engineers. The WMP floodplain information serves as the basis for updating the FIRMs for the Federal Emergency Management Agency (FEMA). The County may coordinate with FEMA to produce the preliminary FIRMs at a future date. This coordination may include additional public meetings to present the preliminary floodplain information, provide an opportunity for additional comments, and incorporate this information into FEMA's mapping specifications.

*Background/History*

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government's understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for 99 watersheds throughout the District. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District's Strategic Plan 2021-2025. Upon the Governing Board's approval, WMP floodplain information for these watersheds is typically used as best information available by the ERP program.

Floodplain information for the Duck Pond watershed was prepared by a County hired consultant Johnson, Mirmiran & Thompson, Inc. (JMT), Engineering Firm of Record, reviewed by District and County staff, and then reviewed by the County's independent peer review consultant, Environmental Consulting & Technology, Inc. (ECT). Floodplain information for the watershed was presented virtually for review and comment through a public engagement website hosted by the County. During the outreach period the website received more than 335 unique pageviews, forty-five responses to County questions, and three comments. The watershed model and preliminary floodplain data reasonably reflect recent significant storm events and currently represent most accurate floodplain information available for the watershed.

Staff Recommendation:

Approve use of the Duck Pond Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Hillsborough County.

Presenter:

Terese Power, P.E., Section Manager, Engineering and Watershed Management

## CONSENT AGENDA

**April 25, 2023**

### **Resource Management Committee: Recommend FY2024 Springs Projects for FDEP Funding**

#### **Consideration**

##### *Purpose*

The purpose of this item is to approve a list of three 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 2023 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 FY2024 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 based on SCSC guidance. Between both committees there were six publicly noticed meetings to review the projects and finalize the evaluation process. At their March 8, 2023 meeting, the SCSC approved forwarding three 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 FY2024 Springs Funding Final Evaluations approved by the SCSC and Table 1 which includes the three projects recommended by the SCSC.

##### Staff Recommendation:

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

##### Presenter:

Vivianna Bendixson, SWIM Manager, Natural Systems & Restoration Bureau



# FDEP Springs Funding FY2024 Final Evaluations and Rankings

March 8, 2023

**My Home.  
My Springs.**

Southwest Florida  
Water Management District

**#MySprings**

FY2024 FDEP Springs Funding Final Evaluations

Unit Number	Ranking	Applicant	Project	Nitrogen Reduction (lbs/yr)	FDEP Request	WMD Request	Local Match	Other Funding	Total
APP02	MEDIUM	Citrus County	<a href="#">Southwest Regional Water Reclamation Reuse Project</a>	877	\$ 3,918,000	\$ -	\$ -	\$ 1,664,000	\$ 5,582,000
APP03	HIGH	Hernando County Utilities Department	<a href="#">Hernando County Septic to Sewer District A Phase 2*</a>	2,816	\$ 800,000	\$ -	\$ -	\$ -	\$ 800,000
APP04	HIGH	City of Crystal River	<a href="#">City of Crystal River WWTF</a>	1,121	\$ 4,466,895	\$ -	\$ 1,500,000	\$ -	\$ 5,966,895
		Application Count: 3		4,814	\$ 9,184,895	\$ -	\$ 1,500,000	\$ 1,664,000	\$ 12,348,895



Project No.	APP02	Southwest Regional Water Reclamation Reuse Project			FY2024
Citrus County					
Project Type:		Wastewater Collection & Treatment	Multiyear Contract:	No	
DESCRIPTION					
Description:		Design, permitting and construction of approximately 22,000 feet of transmission mains, a 1.0 million gallon storage tank, a 1.0 mgd pump station, a 0.5 mgd booster station and other necessary appurtenances to supply 0.565 mgd of reclaimed water to replace 0.375 mgd of groundwater used for irrigation at the Sugarmill Woods and Southern Woods golf courses within the Chassahowitzka Springs Springshed.			
Costs:		<b>Total project cost: \$9,500,000 (Design, permitting and construction)</b> Applicant share: \$1,834,000 all in prior years DEP share: \$3,918,000 all in FY24 \$250,000 in prior years from WPSPTF and \$1,664,000 anticipated in FY24 (Applicant has requested FY24 Legislative funding) Other share: District share: \$1,834,000 all in prior years			
PROJECT INFORMATION					
Spring Information:		High	Benefitting spring: Chassahowitzka Yes Benefitting spring is an OFS? Yes Project located within the BMAP? Yes Project located within the PFA? The spring is approximately 3 miles from the project location.		
Project Benefit:		Low	The benefit for this water quality project is the reduction of pollutant loads by an estimated 877 lbs/yr TN.		
Cost Effectiveness:		Medium	The estimated cost for this project is \$ 361/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: Project is listed in the BMAP list of projects.		
Local Match:		Medium	Percent match is: Up to 25% Notes: The project includes a local match in the amount of \$1,834,000, which is 19% 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 2026.		
OVERALL RANKING					
		Medium	This project is recommended to be forwarded to DEP for Y202 springs funding consideration.		
FUNDING					
Funding Source	Prior	FY2024	Future	Total	
FDEP	\$ -	\$ 3,918,000	\$ -	\$ 3,918,000	
District	\$ 1,834,000	\$ -	\$ -	\$ 1,834,000	
Citrus County	\$ 1,834,000	\$ -	\$ -	\$ 1,834,000	
Other (Water Protection & Sustainability Program Trust Fund (WPSPTF) and requested Legislative funding)	\$ 250,000	\$ 1,664,000	\$ -	\$ 1,914,000	
<b>Total</b>	\$ 3,918,000	\$ 5,582,000	\$ -	\$ 9,500,000	

Project No.	APP03	Hernando County Septic to Sewer District A phase 2			FY2024
Hernando County Utilities Department					
Project Type:		Wastewater Collection & Treatment	Multiyear Contract:	Yes	
DESCRIPTION					
Description:		Preliminary design (30%) and third-party review for construction of a regional wastewater collection system necessary for connection of 295 existing residential homes in the Weeki Wachee Priority Focus Area (PFA). Additional funds to complete design, permitting and construction are anticipated to be requested in future years with a total project cost estimated at \$15,700,000.			
Costs:		<b>Total project cost: \$15,700,000 (Design, permitting, and construction)</b> Applicant share: \$2,355,000 anticipated in future years DEP share: \$13,345,000 with \$800,000 requested in FY24 for 30% design and third-party review and \$12,545,000 anticipated to be requested in future years Other share: \$0 District share: \$0			
PROJECT INFORMATION					
Spring Information:		High	Benefitting spring: Weeki Wachee 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 for this water quality project is the reduction of pollutant loads by an estimated 2,816 lbs/yr TN.		
Cost Effectiveness:		High	The estimated cost for this project is \$ 186/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: Project is listed in the BMAP list of projects.		
Local Match:		Low	Percent match is: None Notes: The project includes a local match in the amount of \$0, which is 0% of the total project cost.		
Project Readiness:		Low	Other elements must be addressed before design or construction may begin Notes: The project is expected to begin in 2026 and end in 2029.		
OVERALL RANKING					
		High	This project is recommended to be forwarded to DEP for Y202 springs funding consideration.		
FUNDING					
Funding Source		Prior	FY2024	Future	Total
FDEP		\$ -	\$ 800,000	\$ 12,545,000	\$ 13,345,000
Hernando County Utilities Department		\$ -	\$ -	\$ 2,355,000	\$ 2,355,000
Total		\$ -	\$ 800,000	\$ 14,900,000	\$ 15,700,000

Project No.	APP04	City of Crystal River WWTF			FY2024
City of Crystal River					
Project Type:		Wastewater Collection & Treatment	Multiyear Contract:	No	
DESCRIPTION					
Description:		Design, permitting and construction of an upgrade to the 3 mgd City of Crystal River WWTF to achieve advanced wastewater treatment quality of the 0.71 mgd of flow and increase the facility elevation from 9 feet to 11 feet above sea level and above the 100-year flood zone.			
Costs:		Total project cost: \$5,966,895 (Design, permitting, and construction) Applicant share: \$1,500,000 all in FY24 DEP share: \$4,466,895 all in FY24 Other share: \$0 District share: \$0			
PROJECT INFORMATION					
Spring Information:		High	Benefitting spring: Crystal River  Yes Benefitting spring is an OFS? Yes Project located within the BMAP? Yes Project located within the PFA?  The spring is approximately <u>0.5</u> miles from the project location.		
Project Benefit:		Medium	The benefit for this water quality project is the reduction of pollutant loads by an estimated 1,121 lbs/yr TN.		
Cost Effectiveness:		High	The estimated cost for this project is \$ 177/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: Water Quality Benefit is calculated at 0.71 mgd of flow which may experience a reduction after 10 years</i>		
Local Match:		High	Percent match is: Greater than 25%  <i>Notes: The project includes a local match in the amount of \$1,500,000, which is 25.1% of the total project cost.</i>		
Project Readiness:		Low	Other elements must be addressed before design or construction may begin  <i>Notes: The project is expected to begin in March 2023 and end in December 2024.</i>		
OVERALL RANKING					
		High	This project is recommended to be forwarded to DEP for Y202 springs funding consideration.		
FUNDING					
Funding Source	Prior	FY2024	Future	Total	
FDEP	\$ -	\$ 4,466,895	\$ -	\$ 4,466,895	
City of Crystal River	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000	
<b>Total</b>	\$ -	\$ 5,966,895	\$ -	\$ 5,966,895	

Table 1  
FY2024 FDEP Springs Funding Project Information

I. Contact Information				II. Spring Information				III. Project Information										IV. Water Quality				V. Water Quantity		VI. Land Acquisition	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 MFL, 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 Benefitting an MFL?	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 (lbs/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	SWFWMD	Joe Quinn 352-269-6260 joe.quinn@watematters.org	Citrus County	Christina Malmberg 352-527-7616 christina.malmberg@citrusbocc.com	Chassahowitzka/Homosassa	BMAP or RAP	Homosassa and Chassahowitzka Springs Groups	MFL - Meeting	Southwest Regional Water Reclamation Reuse Project	Citrus	28.716841	-82.514247	Wastewater Collection & Treatment	Design, permitting and construction of transmission mains, a 1 mgd storage tank and pump station, a 0.5 mgd booster station and other necessary appurtenances to supply reclaimed water for irrigation at the Sugarmill Woods and Southern Woods golf courses.	Yes	4968	Yes	Strategy name: 2020 RWSP, Project number Q105, Project name as listed: Citrus Co-Sugarmill Woods	Yes	877	-	-	Yes	0.565	0	\$ 3,918,000	\$ -	\$ -	\$ 1,664,000	7/1/2023	6/1/2025	90%	No	No	Ranking: Medium This project has received previous funding from the District and is applying for funding due to cost increases and the inclusion of Southern Woods Golf Course.	
2	SWFWMD	Joe Quinn 352-269-6260 joe.quinn@watematters.org	Hernando County	Gordon Onderdonk 352-540-4368 Gonderdonk@hernandocounty.us	Weeki Wachee	BMAP or RAP	Homosassa and Chassahowitzka Springs Groups	MFL - Meeting	Hernando County Septic to Sewere District A Phase 2	Hernando	28.517222	-82.562222	Wastewater Collection & Treatment	Preliminary design (30%) and third-party review for construction of a regional wastewater collection system necessary for connection of 365 existing residential homes in the Weeki Wachee Priority Focus Area. Additional funds are anticipated to be requested in future years with a total projects cost estimated at \$15,700,000.	Yes	5019	No	-	Yes	2,816	395	-	No	0	0	\$ 800,000	\$ -	\$ -	\$ -	11/1/2024	11/1/2029	0%	No	Yes	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.	
3	SWFWMD	Joe Quinn 352-269-6260 joe.quinn@watematters.org	City of Crystal River	Scott Towler 407-269-6900 x117 stowler@govmserv.com	Crystal River/Kings Bay	BMAP or RAP	Crystal River/Kings Bay	MFL - Meeting	City of Crystal River WWTF	Citrus	28.542	-85.3549	Wastewater Collection & Treatment	Design, permitting, and construction of an upgrade to the 3 mgd wwft to achieve advanced treatment quality of 0.71 mgd flow and also to improve resiliency by lifting the facility elevation from 9 to 11 feet above sea level and above the 100-year flood zone.	No	-	-	-	Yes	1,121	-	-	Yes	0.71	0	\$ 4,466,895	\$ 1,500,000	\$ -	\$ -	3/1/2023	12/1/2024	0%	No	No	Ranking: High Project also includes resiliency by lifting the facility elevation from 9 to 11 feet above sea level and above the 100-year flood zone.	

I. TOTAL PROJECT COST					
#	DEP/State Funding Amount	Local Contribution Amount	WMD Contribution Amount	Third Party Contribution Amount	TOTAL Project Cost
1					\$ -
2	\$ 11,230,000	\$ 2,235,000	\$ 2,235,000	\$ -	\$ 15,700,000
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	\$ 800,000				\$ 800,000
3					\$ -
					\$ -

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	\$ 10,430,000	\$ 2,235,000	\$ 2,235,000		\$ 14,900,000
3					\$ -
					\$ -

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					\$ -
3					\$ -
					\$ -

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					\$ -
3					\$ -
					\$ -

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					\$ -
3					\$ -
					\$ -

## CONSENT AGENDA

**April 25, 2023**

**Resource Management Committee: FARMS – FD Berries USA LLC (H804), Highlands County**

### *Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with FD Berries USA LLC, and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$112,611 (75 percent of total project costs). Of this amount, \$112,611 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$150,149.

### *Project Proposal*

The District received a project proposal from FD Berries USA LLC for their property consisting of 101.6 acres located six (6) miles southeast of Sebring, in eastern Highlands County within the Southern Water Use Caution Area (SWUCA). This project will involve the automation of two (2) groundwater irrigation pump stations to reduce Upper Florida groundwater used for the irrigation of 97 acres of blueberries. The project also includes the installation of a fertigation system to serve this portion of the farm. The project covers a Water Use Permit (WUP), that authorizes annual average groundwater withdrawals of 324,600 gallons per day (gpd). FARMS project components consist of automation of two remotely operated irrigation pump stations, six weather station/soil moisture sensor stations and a fertigation system.

### *Benefits/Costs*

The proposed project involves water quantity and nutrient reduction best management practices (BMPs) for supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS program. The project is expected to reduce groundwater use by about seven percent, or 22,500 gpd in groundwater for daily irrigation and to reduce 175 pounds of nitrogen per year. The conservation components are integrated with the fertigation system to maximize nutrient reduction. Based on the 22,500 gpd groundwater offset and a reduction of 175 pounds per year of nitrogen and a proposed seven-year contract term, the cost per thousand gallons of water saved is \$2.94 and the cost per pound of nitrogen reduced is \$27.13 (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 improved irrigation techniques and nutrient reduction BMPs for strawberry operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$3,608,031 remaining in its FARMS Program budget.

### Staff Recommendation:

1. Approve the FD Berries USA LLC project for a not-to-exceed project reimbursement of \$112,611 provided by the Governing Board;
2. Authorize the transfer of \$112,611 from fund 010 H017 Governing Board FARMS Fund to the H804 FD Berries USA, LLC project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

### Presenter:

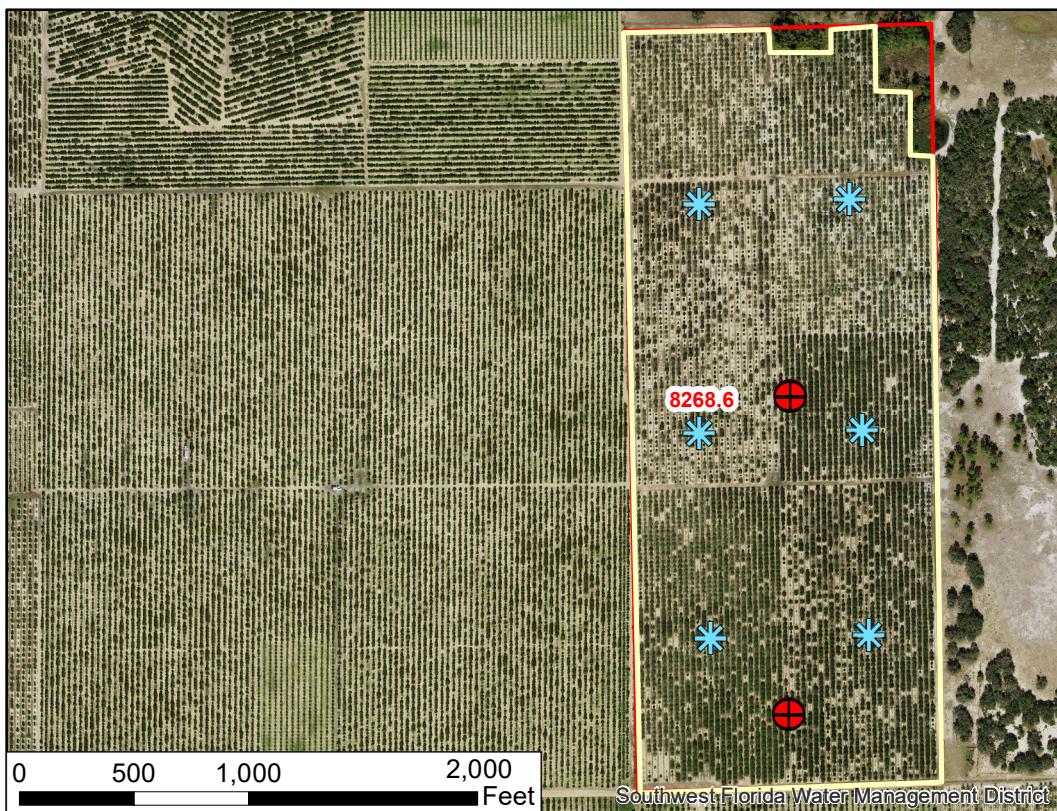
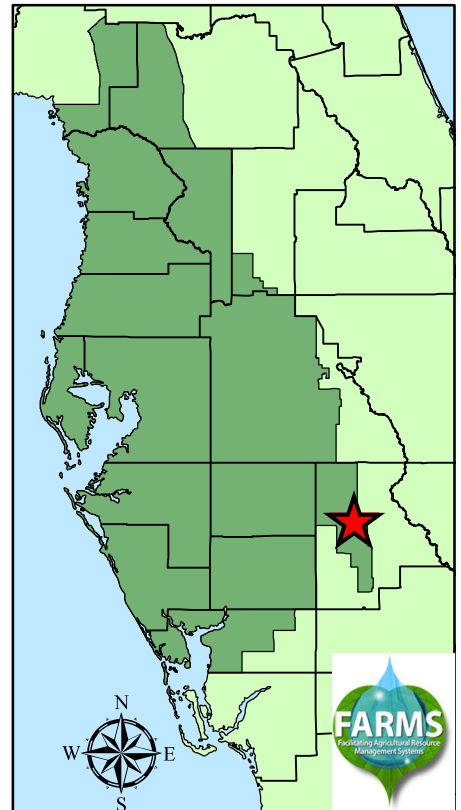
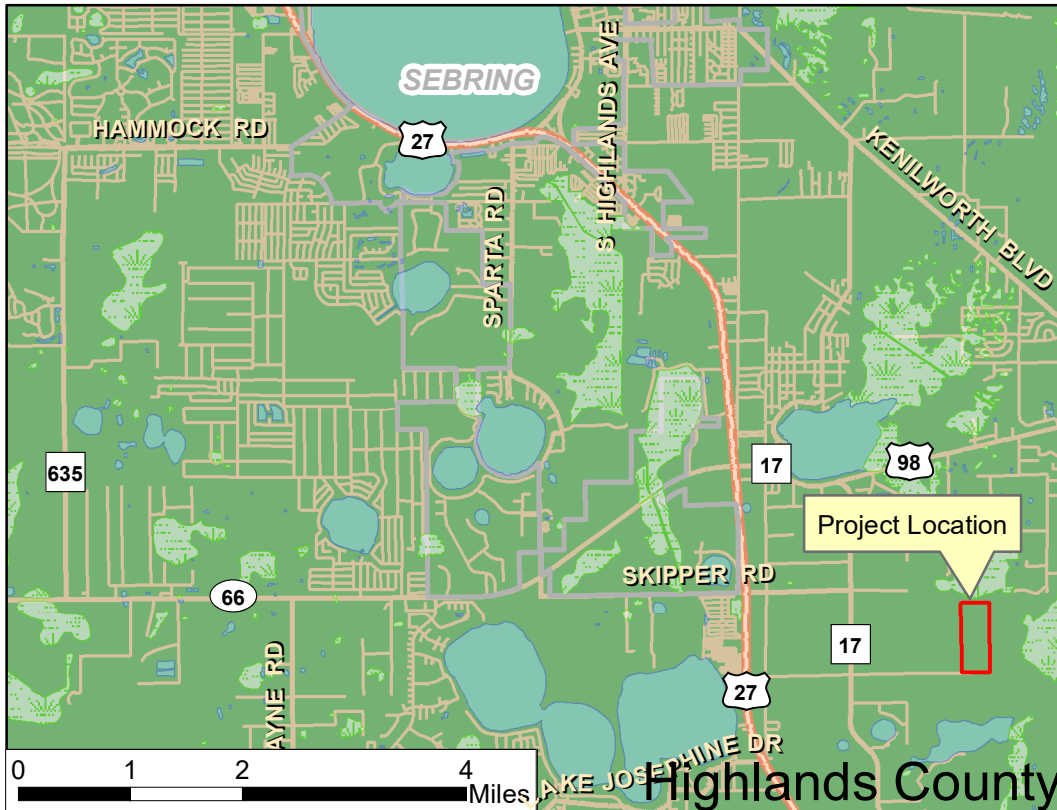
Carole Estes, P.G., FARMS Program Manager, Water Resources



# Location Map

## FARMS Project H804

### FD Berries USA LLC



#### LEGEND

- WUP 8268 Boundary
- Project Area
- + Existing Ground Water Well / Pump Station, Automation, and Fertigation System
- \* Proposed Weather Station and Soil Moisture Sensors

Southwest Florida  
Water Management District

KAG 01/31/2023  
2020 Aerial  
2012 NAVTECH

**CONSENT AGENDA****April 25, 2023****Operations, Lands and Resource Monitoring Committee: Panasoffkee Outlet Cattle Lease Amendment, SWF Parcel No. 19-441-112X***Purpose*

The purpose of this item is to request Governing Board approval of an amendment to the Cattle Grazing Lease Agreement dated July 1, 2018 (Agreement) for the cattle lease located at Panasoffkee Outlet in Sumter County between the District and Daniel Moen (Lessee), a copy of which is attached as Exhibit 1 (First Amendment). The Agreement provides for one (1) five (5) year extension which the Lessee has requested to exercise. In addition to formalizing the extension of the Agreement, the First Amendment sets forth changes to sections regarding Prescribed Burns and General Operation and Management. The purpose of these amendments is to make the Agreement consistent with more recent cattle grazing lease agreements the District has entered into.

*Background*

The Lessee has been a reliable tenant under the Agreement since July 1, 2018. The current lease term will expire on July 1, 2023. In accordance with paragraph 21 of the Agreement titled LESSORS OPTION TO RENEW, the Lessee has met the conditions required to extend the Agreement and provided timely written acceptance of the District's offer to renew for an additional five (5) years. The renewal is for an annual rental amount of \$8,759.45 per year for 203 acres or at the rate of \$43.15 per acre per year.

*Benefit/Costs*

The Agreement is a revenue generating lease in which the Lessee agrees to perform certain land management maintenance functions including maintaining fencing and treatment for exotic nuisance plant species with an emphasis on tropical soda apple within the leased area. The current Lessee has been a very good tenant and has upheld its responsibilities pursuant to the Agreement. This is a low-risk agreement. The District has the right to terminate the Agreement at any time for any material breach thereof.

*Deliverables/Accountability*

In accordance with the Agreement deliverables, Lessee will be responsible for fencing and exotic species control. Periodic inspections by staff will continue to be performed ensuring the aforesaid responsibilities are being performed. Payment and proof of insurance coverage will continue to be provided by Lessee.

Staff Recommendation:

Approve the First Amendment to Cattle Grazing Lease and authorize the Chair to execute the First Amendment to Cattle Grazing Lease on behalf of the District.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources

Panasoffkee Outlet Cattle Lease  
SWF Parcel No. 19-441-112X  
Approved by Attorney: \_\_\_\_\_

### FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (First Amendment) is made and entered into by and between the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (LESSOR), and Daniel Moen, having an address of 7980 South Pleasant Grove Road, Inverness, Florida 34452, (LESSEE), collectively referred to as the "Parties".

**WHEREAS**, Licensor owns and maintains land situated in Sumter County, Florida, known as Panasoffkee Outlet (Property); and

**WHEREAS**, LESSOR and LESSEE entered into an agreement dated July 1, 2018 (Agreement), that authorized LESSEE to use the Property for cattle grazing and hay production; and

**WHEREAS**, the Agreement provides that it may be renewed for one (1) additional five (5) year term in accordance with the provisions of paragraph 21 of the Agreement, titled LESSOR'S OPTION TO RENEW; and

**WHEREAS**, LESSEE has met the conditions required to extend the Agreement and provided timely written acceptance of LESSOR'S offer to renew.

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

1. Pursuant to paragraph 2 of the Agreement, titled TERM, the Agreement is extended for an additional five (5) years as set forth in paragraph 21 of the Agreement, titled LESSORS OPTION TO RENEW. The extended term will commence on the date of execution by LESSOR.
2. Paragraph 7(a) of the Agreement, titled PRESCRIBED BURNS, is hereby amended and replaced with the following:

LESSEE will be responsible for planning and conducting prescribed burns on the Property should the LESSEE desire to pursue this land management technique for the Property. The LESSEE must provide the LESSOR with a burn plan and burn prescription no less than two (2) weeks prior to conducting burn activities and shall not proceed with burns until written authorization is provided by the LESSOR. All burning on the Property must be conducted in accordance with Section 590.125, Florida Statutes (F.S.). As required by subsection 590.125(3)(b), F.S., a certified prescribed burn manager must be on site with a copy of the prescription from the time of ignition until the burn is completed. Prescribed burns conducted on the Property by LESSEE that are not in compliance with the conditions described herein, will be considered a material breach of this Agreement for which Lessor may immediately terminate this Agreement.

3. Paragraph 12 of the Agreement, titled GENERAL OPERATION AND MANAGEMENT, is hereby amended and replaced with the following:

(a) LESSEE will conduct all activities in accordance with all applicable rules and regulations. LESSEE further agrees, when practicable, to conduct all activities in accordance with the most recent Water Quality Best Management Practices (BMPs), including the Nutrient Application Record form, established by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy (FDACS-OAWP).

The FDACS-QAWP Water Quality/Quantity Best Management Practices Manual is available from the FDACS-OWAP at:

[https://www.fdacs.gov/ezs3download/download/25408/516287/Bmp\\_FloridaCowCalf2008.pdf](https://www.fdacs.gov/ezs3download/download/25408/516287/Bmp_FloridaCowCalf2008.pdf)

or:

FDACS-OAWP  
1203 Governor's Sq. Blvd.  
Suite 200  
Tallahassee. FL 32301

Prior to conducting activities on the Property, LESSEE will demonstrate its intent to implement practicable BMPs by signing the following FDACS-QAWP Notice of Intent to Implement Water Quality BMPs for Florida Cow/Calf Operations form, found within the FDACS-QAWP Water Quality/Quantity Best Management Practices Manual, and submitting them to FDACS-OAWP, with copies to LESSOR.

(b) The LESSOR is required to manage invasive plant species on the PROPERTY consistent with Florida Statutes. The LESSEE shall not impede the LESSOR'S efforts to control invasive species on the PROPERTY. The LESSEE shall be solely responsible for maintaining effective control of tropical soda apple (TSA) using the Best Management Practices described in the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, and updates thereto at:

<http://edis.ifas.ufl.edu/uw097>

The LESSOR will ensure that there is less than 5% coverage of TSA on the PROPERTY at the time this Lease is executed. The LESSOR and the LESSEE will conduct an inspection of the PROPERTY following execution of this Lease, to document that TSA is under satisfactory control. The LESSEE'S failure to maintain acceptable control of TSA will constitute a material breach of this Lease for which the LESSOR may either immediately terminate this Lease or treat the PROPERTY. If the LESSOR chooses to treat the PROPERTY, the LESSEE is solely responsible for the cost of such treatment by the LESSOR and agrees to reimburse the LESSOR the full amount of the cost upon the LESSOR'S written request. The LESSEE'S failure to reimburse the LESSOR within 5 days of receipt of LESSOR'S written request will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease. If the LESSEE uses fertilizer, hay, seed or other planting

materials on the PROPERTY that originated off-site, the LESSEE must make every practicable effort to ensure that such materials are free of invasive plant seeds and other propagules before using.

(c) The LESSEE shall trap or shoot feral hogs on the PROPERTY and maintain a record of all feral hog control activities conducted by the LESSEE. All hogs trapped on the PROPERTY must be euthanized in a humane manner and may not be relocated or released. The LESSEE will submit the record of all feral hog control activities to the LESSOR by October 1 of each year of this lease.

(d) Except as set forth in 12(c) above, all other hunting on the property is prohibited.

4. Counterparts and Authority to Sign. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.
5. LESSOR and LESSEE acknowledge and agree that all other terms of the Agreement not modified herein will remain in full force and effect.

***[Signature page follows]***

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

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT  
LESSOR

\_\_\_\_\_  
By: Joel Schleicher, Chairman

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: Michelle Williamson, Secretary

DANIEL MOEN  
LESSEE

\_\_\_\_\_  
By: Daniel Moen

Date \_\_\_\_\_



## CONSENT AGENDA

**April 25, 2023**

**Operations, Lands and Resource Monitoring Committee: Easement Agreement - Hilochee Osprey Wildlife Management Area CFWI Well Site, SWF Parcel No. 20-020-185**

*Purpose*

Recommend Governing Board approve an Easement Agreement (Agreement) between the District and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (BOT). This Agreement is for the purpose of establishing a temporary construction area for access to install a surficial aquifer well as part of the Central Florida Water Initiative (CFWI). Upon completion of the installation the agreement would allow for continued access, monitoring, and maintenance of the well and to conduct wetland surveys around it. The Agreement, including a general location and site map, is included as Exhibit 1.

*Background/History*

The area covered within this Agreement is located in the Hilochee Osprey Wildlife Management Area (WMA) which is managed by the Florida Fish and Wildlife Conservation Commission, who is in support of this project. The wildlife management area is located within Polk City, Polk County, Florida.

This site was identified in the 2014 Central Florida Water Initiative Regional Monitoring Program Report, and is part of the Data, Monitoring, and Investigations Team Work Plan and the Geohydrologic Data Section Work Plan. Surficial aquifer monitoring on these properties supports the District's Watershed Management Program (WMP). A WMP provides a method to evaluate the capacity of a watershed to protect, enhance, and restore water quality and natural systems, while achieving flood protection.

*Benefits/Costs*

There is no cost associated with the agreement with BOT. The estimated cost of the project well construction is \$5,000 and the monitoring costs are about \$3,200 (equipment and initial setup) for the first year and \$368 per year, thereafter.

*Deliverables*

The District will share data with the Managing Agency per the easement agreement.

Staff Recommendation:

Approve the Easement Agreement and authorize the Executive Director to sign on behalf of the District.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources

This Easement was prepared by:  
Karen Lee Reecy  
Bureau of Public Land Administration  
Division of State Lands  
Department of Environmental Protection, MS 130  
3900 Commonwealth Boulevard,  
Tallahassee, Florida 32399-300  
Action No. 46138

WME1  
[ +/- 2.914 acres]

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

---

**EASEMENT AGREEMENT  
Well Monitoring Site**

**Easement Number 33500**

THIS EASEMENT AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as "GRANTOR", and the **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, its successors and assigns, hereinafter referred to as "GRANTEE."

WITNESSETH:

**WHEREAS**, GRANTOR is the fee simple owner of certain real property located in **Polk** County, Florida, as more particularly described in Exhibit "A", attached hereto and made a part hereof, which is managed by the Florida Fish and Wildlife Conservation Commission, hereinafter referred to as "Lead Agency", and the State of Florida Department of Agriculture and Consumer Services, Florida Forest Service, hereinafter referred to as "Cooperating Agency", collectively referred to as "Managing Agencies" under GRANTOR'S Lease Number **4066**; and

**WHEREAS**, GRANTEE desires to utilize GRANTOR'S property only for the purpose of access to and installation, operation and maintenance of a well monitoring site; and

**WHEREAS**, Managing Agencies have agreed to the proposed use of the land subject to this easement; and

**WHEREAS**, GRANTOR is desirous of granting to GRANTEE an easement for the aforementioned purpose.

**NOW THEREFORE**, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, GRANTOR and GRANTEE, both intending to be legally bound, hereby agree as follows:



1. GRANTOR hereby grants to GRANTEE, its agents, representatives and employees the non-exclusive right, privilege and permission to utilize the property described in Exhibit "A", hereinafter referred to as "Easement Area", as further described and limited herein.
2. GRANTOR does hereby grant to GRANTEE an easement for as long as the easement is used solely for the purpose of access to and installation, operation and maintenance of a well monitoring site. If the easement is ever abandoned for this use, all rights, title, and interest conveyed under this easement shall automatically revert to GRANTOR, unless sooner terminated pursuant to the provisions of this easement.
3. GRANTOR and Managing Agencies retain the right to use the Easement Area in any manner not inconsistent with the rights granted to GRANTEE.
4. GRANTEE shall assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTEE'S respective areas of responsibility under this easement or arising out of GRANTEE'S respective management programs or activities and shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. GRANTEE is responsible for, and to the extent allowed by law, shall indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of GRANTEE, and its officers, employees, and agents. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
5. Prior to initial use of the Easement Area by GRANTEE, GRANTEE shall give the Lead Agency, at least forty-eight hours notification.
6. GRANTEE shall contact the Florida Geological Survey prior to drilling and shall submit well cuttings for the state repository if requested.
7. GRANTEE will provide copies of the monitoring results, as they become available, to the Lead Agency.
8. GRANTEE shall not allow the general public to access, utilize or go upon the Easement Area.
9. Clearing vegetation during installation or removal of the monitoring equipment without the consent and supervision of the Lead Agency is prohibited.

10. Upon termination of this Easement Agreement, GRANTEE shall, at GRANTEE'S sole cost and expense, remove all equipment, accessories, and material owned by GRANTEE from the Easement Area. Upon abandonment, each well will become a fixture on the well site which the GRANTEE will plug pursuant to Section 40D-3.531, F.A.C., and GRANTEE will restore said Easement Area to as good a condition as it was before GRANTEE entered upon it. GRANTEE will complete said removal, plugging, and restoration within sixty days of the date upon which GRANTEE ceases its operations on the Easement Area.

11. Should GRANTOR elect to maintain one or more wells for its own use upon abandonment of any well by GRANTEE, the well will remain unplugged and GRANTOR thereafter agrees to assume full responsibility for same.

12. The installation and removal of the monitoring well materials as well as restoration of the sites will be done under the supervision of the Lead Agency. Prior to installation of the wells, GRANTEE shall obtain the written consent of the State of Florida Department of State, Division of Historical Resources.

13. The Easement Agreement herein granted is subject to revocation by the GRANTOR if the Easement Area is not utilized for the purposes outlined in this Easement Agreement.

14. This Easement Agreement may not be assigned or transferred without prior written approval of GRANTOR.

15. This Easement Agreement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified by an instrument of equal formality signed by the respective parties.

16. For purposes of this Easement Agreement, all notification shall be provided as follows:

<p>GRANTOR:</p> <p>Department of Environmental Protection Division of State Lands Bureau of Public Land Administration 3900 Commonwealth Blvd, MS130 Tallahassee, FL 32399-3000</p>	<p>GRANTEE:</p> <p>Southwest Florida Water Management District 2379 Broad Street Brooksville, FL 34609-6899</p>	<p>Lead Agency: Florida Fish and Wildlife Conservation Commission Wildlife &amp; Habitat Management Section 620 S. Meridian Street Tallahassee, FL 32399-1600</p> <p>AND</p> <p>Cooperating Agency: Department of Agriculture and Consumer Services, Florida Forest Service 3125 Conner Boulevard Tallahassee, FL 32399-1650</p>
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17. The following special conditions shall apply to this Easement Agreement:

a. Well construction per well will not exceed one hundred eighty days without the written consent of the Lead Agency.

b. If fencing is needed, GRANTEE shall install and maintain fencing at GRANTEE'S sole cost and expense.

Fencing shall not exceed eight feet in height. GRANTEE shall provide to GRANTOR and the Managing Agencies a set of keys to all fence gates.

c. GRANTOR shall not physically disturb the well casings or covers (water meter boxes) in any way without prior approval from GRANTEE.

d. Prior to entering the Easement Area, GRANTEE shall contact the Lead Agency.

e. GRANTEE's use of the Easement Area shall not interfere with the operations of the Managing Agencies.

f. The number and location of the wells are agreed upon between GRANTEE and Lead Agency field staff. The wells may not be relocated, or the numbers increased, without the Lead Agency's prior written approval. No other equipment may be installed, or improvements made, without the Lead Agency's prior written approval.

g. GRANTEE will install electronic monitoring equipment for the location so that the device may be monitored remotely, thereby reducing repetitive onsite disturbance.

h. GRANTEE shall return the site to the original condition as is practical following any disturbance caused by installation, equipment removal, onsite monitoring and/or maintenance, including, but not limited to, ensuring there is no rutting.

i. The Lead Agency is to have access to the data collected, as it may prove relevant to habitat analysis. GRANTEE has provided a website where the data will be available, using the station identifier number: <https://edp.swfwmd.state.fl.us/applications/login.html?publicuser=Guest#waterdata-external/stationoverview>.

j. The equipment and its location are to be of design to protect it from vandalism, fire, and the environment. GRANTEE shall be solely liable for its use and shall indemnify the State of Florida and Managing Agencies of any liability that may arise from the GRANTEE'S use.

k. GRANTEE will work to minimize the spread of exotic plants, following established protocols.

*[Remainder of page intentionally left blank; Signature page follows]*



WITNESSES:

**SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_  
Brian Armstrong, Executive Director

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

**“GRANTEE”**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brian Armstrong, as Executive Director, for and on behalf of the Southwest Florida Water Management District. He is personally known to me or who has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires: \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

Approved Subject to Proper Execution:

By: \_\_\_\_\_  
SWFWMD Attorney                      Date

[Lessor signature continues on following page.]

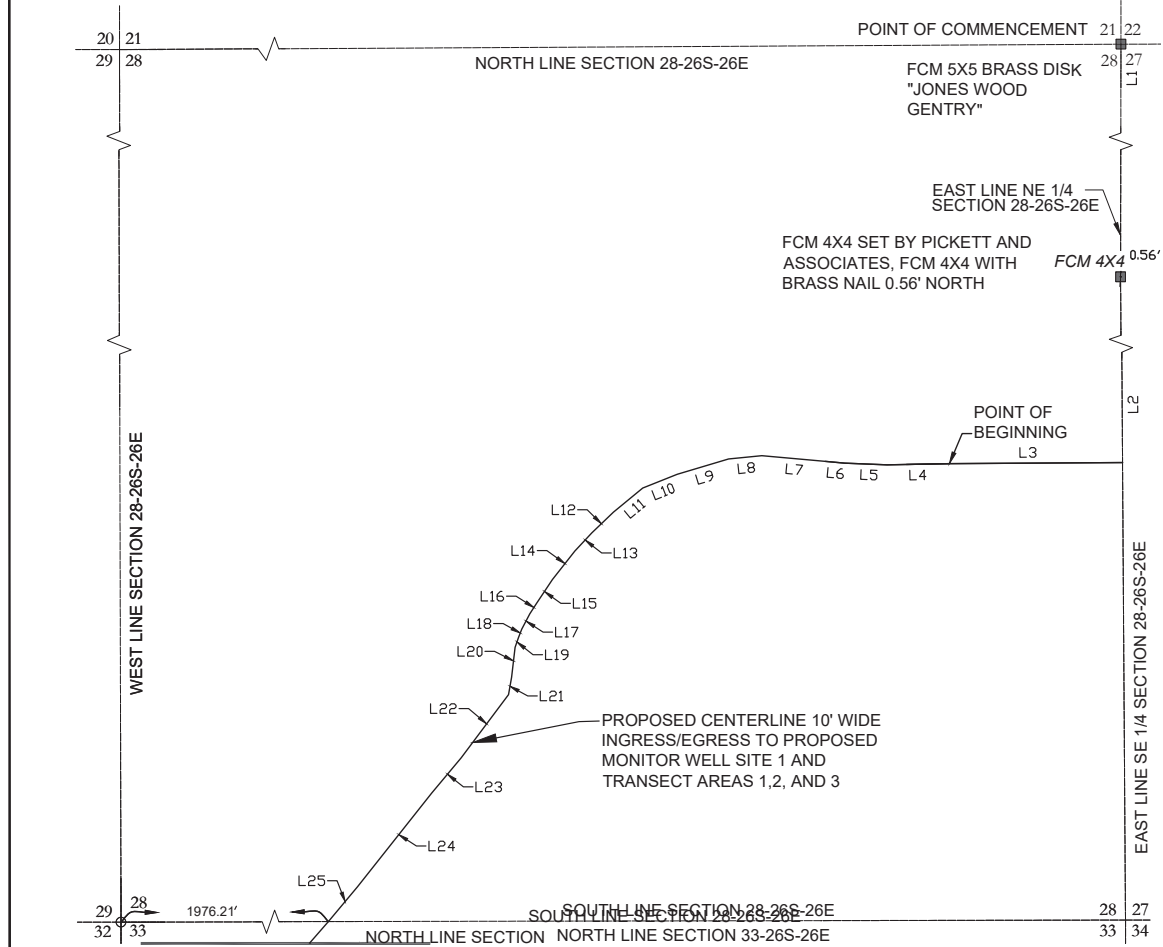




Mark L. Lapham, PSM  
Florida Professional Surveyor and Mapper No. 6106

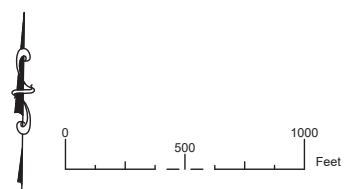
WORK ORDER: 21-056 Drawing No. 10-21-056

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST,  
POLK COUNTY, FLORIDA



PROPOSED ACCESS EASEMENT		
LINE #	BEARING	DISTANCE
L1	S00°04'53"W	2652.83
L2	S00°22'10"E	728.45
L3	S89°37'50"W	724.58
L4	S88°57'03"W	260.87
L5	N87°45'15"W	177.23
L6	N84°51'26"W	81.90
L7	N84°51'26"W	266.74
L8	S84°17'22"W	139.59
L9	S73°23'08"W	224.67
L10	S68°19'04"W	155.08
L11	S50°33'22"W	158.50
L12	S46°07'24"W	125.25
L13	S42°58'43"W	104.42
L14	S38°14'58"W	151.44
L15	S33°41'24"W	118.94
L16	S32°54'19"W	52.73
L17	S27°47'26"W	72.61
L18	S21°19'04"W	38.21
L19	S18°48'00"W	43.10
L20	S06°43'59"W	125.87

PROPOSED ACCESS EASEMENT		
LINE #	BEARING	DISTANCE
L21	S10°07'29"W	74.07
L22	S36°52'12"W	329.88
L23	S39°52'19"W	192.29
L24	S38°22'50"W	500.55
L25	S39°56'34"W	189.65



Legend:  
CFWI = Central Florida Water Initiative  
CM = Concrete monument  
FCIR = Found capped iron rod  
FCM = Found concrete monument  
FN&D = Found nail and disk  
GPS = Global Positioning System  
ID = Identification number  
LB = Licensed business number  
M/R/W = Maintained right of way  
ORB = Official Records Book

Legend:  
NRTK = Network Real Time Kinematic  
SWFWMD = Southwest Florida Water Management District  
TITF = Board of Trustees of the Internal Improvement Trust Fund  
WEA = Wildlife and Environmental Area

**THIS IS NOT A SURVEY**

THIS DOCUMENT IS NOT COMPLETE WITHOUT SHEET 1, 3, 4, 5, 6, AND 7

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899  
(352) 796-7211 (800) 423-1476

DRAWN BY: AOG  
12-09-2022

CHECKED BY: MLL  
DATE OF FIELD WORK  
10-22-2022  
FIELD BOOK: 10-149  
PAGES: 65

SCALE: 1"=500'

SHEET 2 OF 7

See sheet 4 for Description.  
See sheet 1 for Key Sheet, notes and signature.

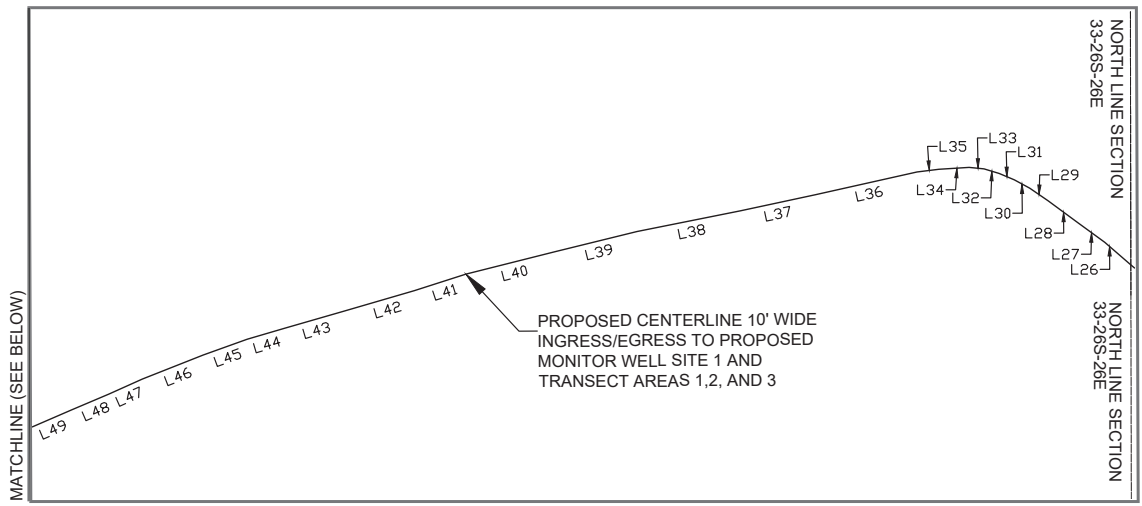
**SKETCH OF DESCRIPTION**

PROJECT NAME: SWF Parcel No.20-020-185  
CFWI - DMIT HILOCHEE WMA TRANSECTS

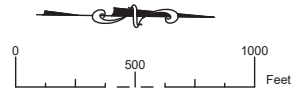
SHEET DESCRIPTION: DETAIL OF  
INGRESS-EGRESS ACCESS EASEMENT

WORK ORDER: 21-056

Drawing No. 10-21-056



SECTION 33, TOWNSHIP 26 SOUTH, RANGE 26 EAST,  
AND SECTION 04, TOWNSHIP 27 SOUTH, RANGE 26 EAST,  
POLK COUNTY, FLORIDA

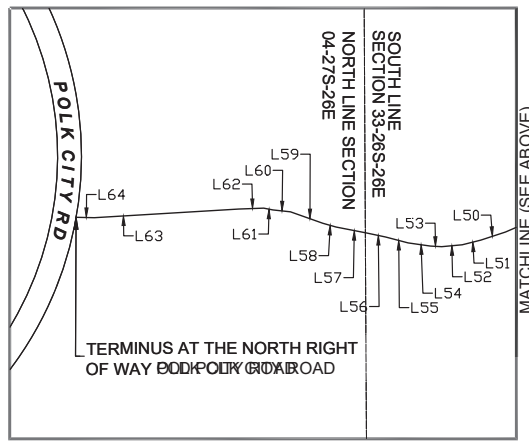


PROPOSED ACCESS EASEMENT

L26	S40°54'23"W	144.15	L41	S17°42'26"E	226.91
L27	S36°04'49"W	138.56	L42	S16°16'47"E	306.58
L28	S36°21'26"W	155.22	L43	S16°03'51"E	258.82
L29	S34°25'35"W	93.67	L44	S16°15'37"E	162.77
L30	S28°23'35"W	73.02	L45	S19°45'22"E	196.47
L31	S23°00'32"W	68.85	L46	S21°32'52"E	273.00
L32	S16°46'16"W	66.19	L47	S24°09'39"E	152.71
L33	S05°33'11"W	62.80	L48	S23°01'32"E	169.78
L34	S03°31'39"E	126.98	L49	S23°24'33"E	232.71
L35	S07°03'28"E	91.85	L50	S18°13'02"E	108.30
L36	S12°37'39"E	436.80	L51	S14°02'10"E	80.53
L37	S12°04'23"E	319.58	L52	S05°11'40"E	86.30
L38	S11°19'55"E	441.79	L53	S03°10'47"W	46.95
L39	S13°50'31"E	353.78	L54	S07°54'26"W	94.65
L40	S14°07'50"E	384.03	L55	S14°46'58"W	96.96
			L56	S11°50'31"W	82.49
			L57	S11°04'57"W	128.71
			L58	S15°35'34"W	58.13
			L59	S19°35'02"W	143.74
			L60	S06°06'56"W	73.34

PROPOSED ACCESS EASEMENT		
LINE #	BEARING	DISTANCE
L61	S10°41'47"W	39.76
L62	S01°54'33"E	104.23
L63	S03°27'12"E	605.30
L64	S01°18'07"W	76.41

See sheet 4 for Description  
See sheet 1 for Key Sheet, notes and signature.



- Legend:

  - CFWI = Central Florida Water Initiative
  - CM = Concrete monument
  - FCIR = Found capped iron rod
  - FCM = Found concrete monument
  - FN&D = Found nail and disk
  - GPS = Global Positioning System
  - ID = Identification number
  - LB = Licensed business number
  - M/R/W = Maintained right of way
  - ORB = Official Records Book
- Legend:

  - NRTK = Network Real Time Kinematic
  - SWFWMD = Southwest Florida Water Management District
  - TIITF = Board of Trustees of the Internal Improvement Trust Fund
  - WEA = Wildlife and Environmental Area

THIS IS NOT A SURVEY

THIS DOCUMENT IS NOT COMPLETE WITHOUT SHEET 1, 2, 4, 5, 6, AND 7



2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899  
(352) 796-7211 (800) 423-1476

DRAWN BY: AOG  
12-09-2022  
CHECKED BY: MLL  
DATE OF FIELD WORK  
10-22-2022  
FIELD BOOK: 10-149  
PAGES: 65  
SCALE: 1"=500'  
SHEET 3 OF 7

SKETCH OF DESCRIPTION  
PROJECT NAME: SWF Parcel No.20-020-185  
CFWI - DMIT HILOCHEE WMA TRANSECTS  
SHEET DESCRIPTION: DETAIL OF  
INGRESS-EGRESS ACCESS EASEMENT  
WORK ORDER: 21-056  
Drawing No. 10-21-056



SECTIONS 28, AND 33 TOWNSHIP 26 SOUTH, RANGE 26 EAST,  
AND SECTION 4, TOWNSHIP 27 SOUTH, RANGE 26 EAST,  
POLK COUNTY, FLORIDA

LEGAL DESCRIPTION: PARCEL NO 20-020-185 (PROPOSED ACCESS EASEMENT)

A STRIP OF LAND 10 FEET WIDE LYING AND BEING IN SECTIONS 28, AND 33, TOWNSHIP 26 SOUTH, RANGE 26 EAST, AND SECTION 4, TOWNSHIP 27 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA, BOUNDED BY LINES PARALLEL TO AND 5 FEET ON EACH SIDE OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5 X 5 FOUND CONCRETE MONUMENT WITH A BRASS DISC "JONES WOOD GENTRY" MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AS DESCRIBED ON THE BOUNDARY SURVEY TITLED "GREEN SWAMP SCANAMERICAN HOLDINGS CORPORATION PARCEL" BY PICKETT AND ASSOCIATES; THENCE ALONG AND COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°04'53" WEST (BASIS OF BEARING) A DISTANCE OF 2652.83 FEET TO A FOUND 4 X 4 CONCRETE MONUMENT AS SHOWN ON SAID BOUNDARY SURVEY, SAID POINT MARKING THE EAST 1/4 CORNER OF SECTION 28; THENCE ALONG AND COINCIDENT WITH EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°22'10" EAST, A DISTANCE OF 728.45 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°37'50" WEST, A DISTANCE OF 724.58 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 88°57'03" WEST, A DISTANCE OF 260.87 FEET; THENCE NORTH 87°45'15" WEST, A DISTANCE OF 177.23 FEET; THENCE NORTH 84°51'26" WEST, A DISTANCE OF 81.90 FEET; THENCE NORTH 84°51'26" WEST, A DISTANCE OF 266.74; THENCE SOUTH 84°17'22" WEST, A DISTANCE OF 139.59 FEET; THENCE SOUTH 73°23'08" WEST, A DISTANCE OF 224.67; THENCE SOUTH 68°19'04" WEST, A DISTANCE OF 155.08 FEET; THENCE SOUTH 50°33'22" WEST, A DISTANCE OF 158.50 FEET; THENCE SOUTH 46°07'24" WEST, A DISTANCE OF 125.25 FEET; THENCE SOUTH 42°58'43" WEST, A DISTANCE OF 104.42 FEET; THENCE SOUTH 38°14'58" WEST, A DISTANCE OF 151.44 FEET; THENCE SOUTH 33°41'24" WEST, A DISTANCE OF 118.94 FEET; THENCE SOUTH 32°54'19" WEST, A DISTANCE OF 52.73 FEET; THENCE SOUTH 27°47'26" WEST, A DISTANCE OF 72.61 FEET; THENCE SOUTH 21°19'04" WEST, A DISTANCE OF 38.21 FEET; THENCE SOUTH 18°48'00" WEST, A DISTANCE OF 43.10 FEET; THENCE SOUTH 06°43'59" WEST, A DISTANCE OF 125.87 FEET; THENCE SOUTH 10°07'29" WEST, A DISTANCE OF 74.07 FEET; THENCE SOUTH 36°52'12" WEST, A DISTANCE OF 329.88 FEET; THENCE SOUTH 39°52'19" WEST, A DISTANCE OF 192.29 FEET; THENCE SOUTH 38°22'50" WEST, A DISTANCE OF 500.55 FEET; THENCE S39°56'34"W, A DISTANCE OF 189.65 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 28 AND BEING 1976.21 FEET EAST OF A FOUND 5/8" IRON ROD AND CAP (ILLEGIBLE) MARKING THE SOUTHWEST CORNER OF SAID SECTION 28 AS DEPICTED ON SAID BOUNDARY SURVEY; THENCE SOUTH 40°54'23" WEST, A DISTANCE OF 144.15 FEET; THENCE SOUTH 36°04'49" WEST, A DISTANCE OF 138.56 FEET; THENCE SOUTH 36°21'26" WEST, A DISTANCE OF 155.22 FEET; THENCE SOUTH 34°25'35" WEST, A DISTANCE OF 93.67 FEET; THENCE SOUTH 28°23'35" WEST, A DISTANCE OF 73.02 FEET; THENCE SOUTH 23°00'32" WEST, A DISTANCE OF 68.85 FEET; THENCE SOUTH 16°46'16" WEST, A DISTANCE OF 66.19 FEET; THENCE SOUTH 05°33'11" WEST, A DISTANCE OF 62.80 FEET; THENCE SOUTH 03°31'39" EAST, A DISTANCE OF 126.98 FEET; THENCE SOUTH 07°03'28" EAST, A DISTANCE OF 91.85 FEET; THENCE SOUTH 12°37'39" EAST, A DISTANCE OF 436.80 FEET; THENCE SOUTH 12°04'23" EAST, A DISTANCE OF 319.58 FEET; THENCE SOUTH 11°19'55" EAST, A DISTANCE OF 441.79 FEET; THENCE SOUTH 13°50'31" EAST, A DISTANCE OF 353.78 FEET; THENCE SOUTH 14°07'50" EAST, A DISTANCE OF 384.03 FEET; THENCE SOUTH 17°42'26" EAST, A DISTANCE OF 226.91 FEET; THENCE SOUTH 16°16'47" EAST, A DISTANCE OF 306.58 FEET; THENCE SOUTH 16°03'51" EAST, A DISTANCE OF 258.82 FEET; THENCE SOUTH 16°15'37" EAST, A DISTANCE OF 162.77 FEET; THENCE SOUTH 19°45'22" EAST, A DISTANCE OF 196.47 FEET; THENCE SOUTH 21°32'52" EAST, A DISTANCE OF 273.00 FEET; THENCE SOUTH 24°09'39" EAST, A DISTANCE OF 152.71 FEET; THENCE SOUTH 23°01'32" EAST, A DISTANCE OF 169.78 FEET; THENCE SOUTH 23°24'33" EAST, A DISTANCE OF 232.71 FEET; THENCE SOUTH 18°13'02" EAST, A DISTANCE OF 108.30 FEET; THENCE SOUTH 14°02'10" EAST, A DISTANCE OF 80.53 FEET; THENCE SOUTH 05°11'40" EAST, A DISTANCE OF 86.30 FEET; THENCE SOUTH 03°10'47" WEST, A DISTANCE OF 46.95 FEET; THENCE SOUTH 07°54'26" WEST, A DISTANCE OF 94.65 FEET; THENCE SOUTH 14°46'58" WEST, A DISTANCE OF 96.96 FEET; THENCE SOUTH 11°50'31" WEST, A DISTANCE OF 82.49 FEET; THENCE SOUTH 11°04'57" WEST, A DISTANCE OF 128.71 FEET; THENCE SOUTH 15°35'34" WEST, A DISTANCE OF 58.13 FEET; THENCE SOUTH 19°35'02" WEST, A DISTANCE OF 143.74 FEET; THENCE SOUTH 06°06'56" WEST, A DISTANCE OF 73.34 FEET; THENCE SOUTH 10°41'47" WEST, A DISTANCE OF 39.76 FEET; THENCE SOUTH 01°54'33" EAST, A DISTANCE OF 104.23 FEET; THENCE SOUTH 03°27'12" EAST, A DISTANCE OF 605.30 FEET; THENCE SOUTH 01°18'07" WEST, A DISTANCE OF 76.41 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF POLK CITY ROAD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION MAP 16620-2151, SAID POINT ALSO BEING THE TERMINUS.

THE BEARINGS AS SHOWN HEREIN ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 28, SOUTH 00°04'53" WEST

See sheets 2 and 3 for Sketch.  
See sheet 1 for Key Sheet, notes and signature.

THIS IS NOT A SURVEY

THIS DOCUMENT IS NOT COMPLETE WITHOUT SHEET 1, 2, 3, 5, 6, AND 7

Southwest Florida  
Water Management District

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899  
(352) 796-7211 (800) 423-1476

DRAWN BY: AOG  
12-09-2022  
CHECKED BY: MLL  
DATE OF FIELD WORK  
10-22-2022  
FIELD BOOK: 10-149  
PAGES: 65  
NOT TO SCALE  
SHEET 4 OF 7

LEGAL DESCRIPTION ACCESS EASEMENT  
PROJECT NAME: SWF Parcel No.20-020-185  
CFWI - DMIT HILOCHEE WMA TRANSECTS  
SHEET DESCRIPTION: LEGAL DESCRIPTION OF  
PROPOSED INGRESS-EGRESS ACCESS  
EASEMENT

WORK ORDER: 21-056

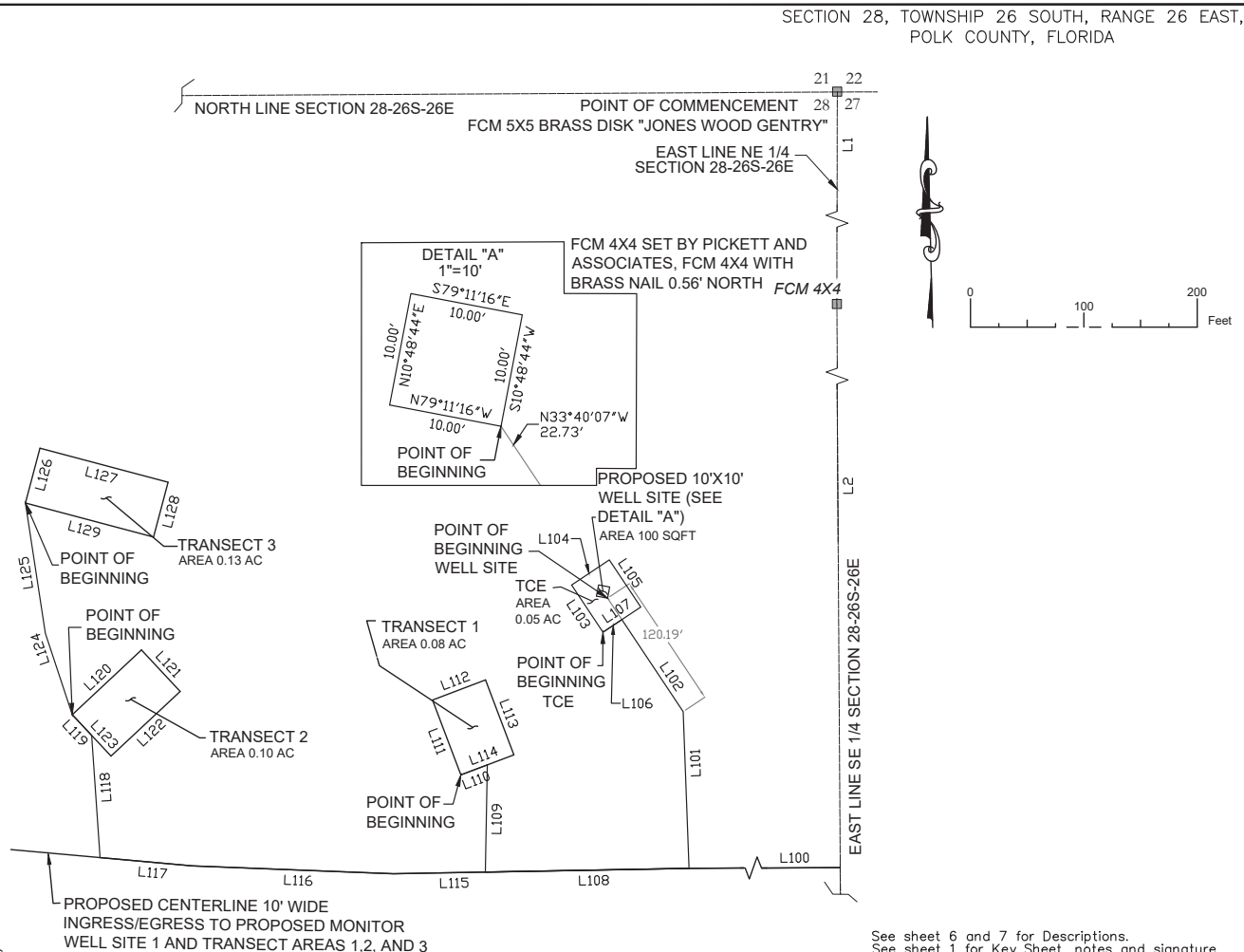
Drawing No. 10-21-056

TEMPORARY CONSTRUCTION EASEMENT		
LINE #	BEARING	DISTANCE
L1	S00°04'53"W	2652.83
L2	S00°22'10"E	728.45
L100	S89°37'50"W	724.58
L101	N02°09'40"W	138.27
L102	N33°40'07"W	97.46
L103	N33°40'07"W	50.00
L104	N56°19'53"E	40.00
L105	S33°40'07"E	50.00
L106	S56°19'53"W	20.00
L107	S56°19'53"W	40.00

TRANSECT 2		
LINE #	BEARING	DISTANCE
L1	S00°04'53"W	2652.83
L2	S00°22'10"E	728.45
L100	S89°37'50"W	724.58
L115	S88°57'03"W	260.87
L116	N87°45'15"W	177.23
L117	N84°51'26"W	81.90
L118	N03°56'05"W	107.99
L119	N43°03'31"W	25.00
L120	N46°56'29"E	83.49
L121	S43°03'31"E	50.00
L122	S46°56'29"W	83.49
L123	N43°03'31"W	50.00

TRANSECT 1		
LINE #	BEARING	DISTANCE
L1	S00°04'53"W	2652.83
L2	S00°22'10"E	728.45
L100	S89°37'50"W	724.58
L108	S88°57'03"W	179.67
L109	N01°04'00"E	94.55
L110	S69°15'14"W	25.00
L111	N20°44'46"W	70.58
L112	N69°15'14"E	50.00
L113	S20°44'46"E	70.58
L114	S69°15'14"W	50.00

TRANSECT 3		
LINE #	BEARING	DISTANCE
L1	S00°04'53"W	2652.83
L2	S00°22'10"E	728.45
L100	S89°37'50"W	724.58
L115	S88°57'03"W	260.87
L116	N87°45'15"W	177.23
L117	N84°51'26"W	81.90
L118	N03°56'05"W	107.99
L119	N43°03'31"W	25.00
L124	N18°21'01"W	75.51
L125	N08°41'46"W	116.25
L126	N14°52'06"E	50.00
L127	S75°07'54"E	116.92
L128	S14°52'06"W	50.00
L129	N75°07'54"W	116.92



Legend:  
CFWI = Central Florida Water Initiative  
CM = Concrete monument  
FCIR = Found capped iron rod  
FCM = Found concrete monument  
FN&D = Found nail and disk  
GPS = Global Positioning System  
ID = Identification number  
LB = Licensed business number  
M/R/W = Maintained right of way  
ORB = Official Records Book

Legend:  
NRTK = Network Real Time Kinematic  
SWFWMD = Southwest Florida Water Management District  
TIITF = Board of Trustees of the Internal Improvement Trust Fund  
WEA = Wildlife and Environmental Area  
TCE = Temporary Construction Easement

THIS IS NOT A SURVEY

THIS DOCUMENT IS NOT COMPLETE WITHOUT SHEET 1, 2, 3, 4, 6 AND 7

Southwest Florida  
Water Management District

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899  
(352) 796-7211 (800) 423-1476

DRAWN BY: AOG  
12-09-2022  
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DATE OF FIELD WORK  
10-22-2022  
FIELD BOOK: 10-149  
PAGES: 65  
SCALE: 1"=100'  
SHEET 5 OF 7

See sheet 6 and 7 for Descriptions.  
See sheet 1 for Key Sheet, notes and signature.

SKETCH OF DESCRIPTION  
PROJECT NAME: SWF Parcel No.20-020-185  
CFWI - DMIT HILOCHEE WMA TRANSECTS  
SHEET DESCRIPTION: PROPOSED TRANSECT  
AREAS, WELL SITE AREAS, CONSTRUCTION  
AREA

WORK ORDER: 21-056

Drawing No. 10-21-056

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST,  
POLK COUNTY, FLORIDA

LEGAL DESCRIPTION: PARCEL NO 20-020-185 (PROPOSED WELL SITE)

THAT PORTION OF LAND LYING AND BEING IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5 X 5 FOUND CONCRETE MONUMENT WITH A BRASS DISC "JONES WOOD GENTRY" MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AS DESCRIBED ON THE BOUNDARY SURVEY TITLED "GREEN SWAMP SCANAMERICAN HOLDINGS CORPORATION PARCEL" BY PICKETT AND ASSOCIATES; THENCE ALONG AND COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°04'53" WEST (BASIS OF BEARING) A DISTANCE OF 2652.83 FEET TO A FOUND 4 X 4 CONCRETE MONUMENT AS SHOWN ON SAID BOUNDARY SURVEY, SAID POINT MARKING THE EAST 1/4 CORNER OF SECTION 28; THENCE ALONG AND COINCIDENT WITH EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°22'10" EAST, A DISTANCE OF 728.45 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°37'50" WEST, A DISTANCE OF 724.58 FEET; THENCE NORTH 02°09'40" WEST, A DISTANCE OF 138.27 FEET; THENCE NORTH 33°40'07" WEST, A DISTANCE OF 120.19 FEET FOR A POINT OF BEGINNING; THENCE NORTH 79°11'16" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 10°48'44" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 79°11'16" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 10°48'44" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 100 SQFT OR 0.002 ACRES ±

LEGAL DESCRIPTION: PARCEL NO 20-020-185 (PROPOSED TEMPORARY CONSTRUCTION EASEMENT)

THAT PORTION OF LAND LYING AND BEING IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5 X 5 FOUND CONCRETE MONUMENT WITH A BRASS DISC "JONES WOOD GENTRY" MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AS DESCRIBED ON THE BOUNDARY SURVEY TITLED "GREEN SWAMP SCANAMERICAN HOLDINGS CORPORATION PARCEL" BY PICKETT AND ASSOCIATES; THENCE ALONG AND COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°04'53" WEST (BASIS OF BEARING) A DISTANCE OF 2652.83 FEET TO A FOUND 4 X 4 CONCRETE MONUMENT AS SHOWN ON SAID BOUNDARY SURVEY, SAID POINT MARKING THE EAST 1/4 CORNER OF SECTION 28; THENCE ALONG AND COINCIDENT WITH EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°22'10" EAST, A DISTANCE OF 728.45 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°37'50" WEST, A DISTANCE OF 724.58 FEET; THENCE NORTH 02°09'40" WEST, A DISTANCE OF 138.27 FEET; THENCE NORTH 33°40'07" WEST, A DISTANCE OF 97.46 FEET; THENCE SOUTH 56°19'53" WEST, A DISTANCE OF 20.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 33°40'07" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 56°19'53" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 33°40'07" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 56°19'53" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 2000 SQFT OR 0.05 ACRES ±

LEGAL DESCRIPTION: PARCEL NO 20-020-185 (PROPOSED TRANSECT 1)

THAT PORTION OF LAND LYING AND BEING IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5 X 5 FOUND CONCRETE MONUMENT WITH A BRASS DISC "JONES WOOD GENTRY" MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AS DESCRIBED ON THE BOUNDARY SURVEY TITLED "GREEN SWAMP SCANAMERICAN HOLDINGS CORPORATION PARCEL" BY PICKETT AND ASSOCIATES; THENCE ALONG AND COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°04'53" WEST (BASIS OF BEARING) A DISTANCE OF 2652.83 FEET TO A FOUND 4 X 4 CONCRETE MONUMENT AS SHOWN ON SAID BOUNDARY SURVEY, SAID POINT MARKING THE EAST 1/4 CORNER OF SECTION 28; THENCE ALONG AND COINCIDENT WITH EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°22'10" EAST, A DISTANCE OF 728.45 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°37'50" WEST, A DISTANCE OF 724.58 FEET; THENCE SOUTH 88°57'03" WEST, A DISTANCE OF 179.67 FEET; THENCE NORTH 01°04'00" EAST, A DISTANCE OF 94.55 FEET; THENCE SOUTH 69°15'14" WEST, A DISTANCE OF 25.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 20°44'46" WEST, A DISTANCE OF 70.58 FEET; THENCE NORTH 69°15'14" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 20°44'46" EAST, A DISTANCE OF 70.58 FEET; THENCE SOUTH 69°15'14" WEST, A DISTANCE OF 50.00 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 3529 SQFT OR 0.08 ACRES ±

LEGAL DESCRIPTION: PARCEL NO 20-020-185 (PROPOSED TRANSECT 2)

THAT PORTION OF LAND LYING AND BEING IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5 X 5 FOUND CONCRETE MONUMENT WITH A BRASS DISC "JONES WOOD GENTRY" MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AS DESCRIBED ON THE BOUNDARY SURVEY TITLED "GREEN SWAMP SCANAMERICAN HOLDINGS CORPORATION PARCEL" BY PICKETT AND ASSOCIATES; THENCE ALONG AND COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°04'53" WEST (BASIS OF BEARING) A DISTANCE OF 2652.83 FEET TO A FOUND 4 X 4 CONCRETE MONUMENT AS SHOWN ON SAID BOUNDARY SURVEY, SAID POINT MARKING THE EAST 1/4 CORNER OF SECTION 28; THENCE ALONG AND COINCIDENT WITH EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°22'10" EAST, A DISTANCE OF 728.45 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°37'50" WEST, A DISTANCE OF 724.58 FEET; THENCE SOUTH 88°57'03" WEST, A DISTANCE OF 260.87 FEET; THENCE NORTH 87°45'15" WEST, A DISTANCE OF 177.23 FEET; THENCE NORTH 84°51'26" WEST, A DISTANCE OF 81.90 FEET; THENCE NORTH 03°56'05" WEST, A DISTANCE OF 107.99 FEET; THENCE NORTH 43°03'31" WEST, A DISTANCE OF 25.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 46°56'29" EAST, A DISTANCE OF 83.49 FEET; THENCE SOUTH 43°03'31" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 46°56'29" WEST, A DISTANCE OF 83.49 FEET; THENCE NORTH 43°03'31" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 4175 SQFT OR 0.10 ACRES ±

LEGAL DESCRIPTION: PARCEL NO 20-020-185 (PROPOSED TRANSECT 3)

THAT PORTION OF LAND LYING AND BEING IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5 X 5 FOUND CONCRETE MONUMENT WITH A BRASS DISC "JONES WOOD GENTRY" MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AS DESCRIBED ON THE BOUNDARY SURVEY TITLED "GREEN SWAMP SCANAMERICAN HOLDINGS CORPORATION PARCEL" BY PICKETT AND ASSOCIATES; THENCE ALONG AND COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°04'53" WEST (BASIS OF BEARING) A DISTANCE OF 2652.83 FEET TO A FOUND 4 X 4 CONCRETE MONUMENT AS SHOWN ON SAID BOUNDARY SURVEY, SAID POINT MARKING THE EAST 1/4 CORNER OF SECTION 28; THENCE ALONG AND COINCIDENT WITH EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°22'10" EAST, A DISTANCE OF 728.45 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°37'50" WEST, A DISTANCE OF 724.58 FEET; THENCE SOUTH 88°57'03" WEST, A DISTANCE OF 260.87 FEET; THENCE NORTH 87°45'15" WEST, A DISTANCE OF 177.23 FEET; THENCE NORTH 84°51'26" WEST, A DISTANCE OF 81.90 FEET; THENCE NORTH 03°56'05" WEST, A DISTANCE OF 107.99 FEET; THENCE NORTH 43°03'31" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 18°21'01" WEST, A DISTANCE OF 75.51 FEET; THENCE NORTH 08°41'46" WEST, A DISTANCE OF 116.25 FEET FOR A POINT OF BEGINNING; THENCE NORTH 14°52'06" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 75°07'54" EAST, A DISTANCE OF 116.92 FEET; THENCE SOUTH 14°52'06" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 75°07'54" WEST, A DISTANCE OF 116.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 5846 SQFT OR 0.13 ACRES ±

See sheet 5 for Sketch.  
See sheet 1 for Key Sheet, notes and signature.



2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899  
(352) 796-7211 (800) 423-1476

DRAWN BY: AOG  
12-09-2022  
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DATE OF FIELD WORK  
10-22-2022  
FIELD BOOK: 10-149  
PAGES: 65  
NOT TO SCALE  
SHEET 6 OF 7

LEGAL DESCRIPTIONS

PROJECT NAME: SWF Parcel No.20-020-185  
CFWI - DMIT HILOCHEE WMA TRANSECTS  
SHEET DESCRIPTION: LEGAL DESCRIPTIONS OF  
PROPOSED TRANSECT AREAS, WELL SITE  
AREAS, CONSTRUCTION AREAS

WORK ORDER: 21-056

Drawing No. 10-21-056

THIS IS NOT A SURVEY

THIS DOCUMENT IS NOT COMPLETE WITHOUT SHEET 1, 2, 3, 4, 5 AND 7

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST,  
POLK COUNTY, FLORIDA

LEGAL DESCRIPTION: PARCEL NO 20-020-185 (PROPOSED TEMPORARY CONSTRUCTION EASEMENT & WELL SITE ACCESS)

A STRIP OF LAND 10 FEET WIDE LYING AND BEING IN SECTIONS 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BOUNDED BY LINES PARALLEL TO AND 5 FEET ON EACH SIDE OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT A 5 X 5 FOUND CONCRETE MONUMENT WITH A BRASS DISC "JONES WOOD GENTRY" MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AS DESCRIBED ON THE BOUNDARY SURVEY TITLED "GREEN SWAMP SCANAMERICAN HOLDINGS CORPORATION PARCEL" BY PICKETT AND ASSOCIATES; THENCE ALONG AND COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°04'53" WEST (BASIS OF BEARING) A DISTANCE OF 2652.83 FEET TO A FOUND 4 X 4 CONCRETE MONUMENT AS SHOWN ON SAID BOUNDARY SURVEY, SAID POINT MARKING THE EAST 1/4 CORNER OF SECTION 28; THENCE ALONG AND COINCIDENT WITH EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°22'10" EAST, A DISTANCE OF 728.45 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°37'50" WEST, A DISTANCE OF 724.58 FEET FOR A POINT OF BEGINNING; THENCE NORTH 02°09'40" WEST, A DISTANCE OF 138.27 FEET; THENCE NORTH 33°40'07" WEST, A DISTANCE OF 120.19 FEET; TO THE POINT OF TERMINUS

LEGAL DESCRIPTION: PARCEL NO 20-020-185 (PROPOSED TRANSECT 1 ACCESS)

A STRIP OF LAND 10 FEET WIDE LYING AND BEING IN SECTIONS 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BOUNDED BY LINES PARALLEL TO AND 5 FEET ON EACH SIDE OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT A 5 X 5 FOUND CONCRETE MONUMENT WITH A BRASS DISC "JONES WOOD GENTRY" MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE ALONG AND COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°04'53" WEST (BASIS OF BEARING) A DISTANCE OF 2652.83 FEET TO A FOUND 4 X 4 CONCRETE MONUMENT AS DESCRIBED ON THE BOUNDARY SURVEY TITLED "GREEN SWAMP SCANAMERICAN HOLDINGS CORPORATION PARCEL" BY PICKETT AND ASSOCIATES, SAID POINT MARKING THE EAST 1/4 CORNER OF SECTION 28; THENCE ALONG AND COINCIDENT WITH EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°22'10" EAST, A DISTANCE OF 728.45 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°37'50" WEST, A DISTANCE OF 724.58 FEET; THENCE SOUTH 88°57'03" WEST, A DISTANCE OF 179.67 FEET FOR A POINT OF BEGINNING; THENCE NORTH 01°04'00"EAST, A DISTANCE OF 94.55 FEET TO THE POINT OF TERMINUS

LEGAL DESCRIPTION: PARCEL NO 20-020-185 (PROPOSED TRANSECT 2 ACCESS)

A STRIP OF LAND 10 FEET WIDE LYING AND BEING IN SECTIONS 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BOUNDED BY LINES PARALLEL TO AND 5 FEET ON EACH SIDE OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT A 5 X 5 FOUND CONCRETE MONUMENT WITH A BRASS DISC "JONES WOOD GENTRY" MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AS DESCRIBED ON THE BOUNDARY SURVEY TITLED "GREEN SWAMP SCANAMERICAN HOLDINGS CORPORATION PARCEL" BY PICKETT AND ASSOCIATES; THENCE ALONG AND COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°04'53" WEST (BASIS OF BEARING) A DISTANCE OF 2652.99 FEET TO A FOUND 4 X 4 CONCRETE MONUMENT AS SHOWN ON SAID BOUNDARY SURVEY, SAID POINT MARKING THE EAST 1/4 CORNER OF SECTION 28; THENCE ALONG AND COINCIDENT WITH EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°22'10" EAST, A DISTANCE OF 728.45 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°37'50" WEST, A DISTANCE OF 724.58 FEET; THENCE SOUTH 88°57'03" WEST, A DISTANCE OF 260.87 FEET; THENCE THE FOLLOWING TWO (2) COURSES: 1. NORTH 87°45'15" WEST, A DISTANCE OF 177.23 FEET, 2. NORTH 84°51'26" WEST, A DISTANCE OF 81.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 03°56'05" WEST, A DISTANCE OF 107.99 FEET TO THE POINT OF TERMINUS.

LEGAL DESCRIPTION: PARCEL NO 20-020-185 (PROPOSED TRANSECT 3 ACCESS)

A STRIP OF LAND 10 FEET WIDE LYING AND BEING IN SECTIONS 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BOUNDED BY LINES PARALLEL TO AND 5 FEET ON EACH SIDE OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT A 5 X 5 FOUND CONCRETE MONUMENT WITH A BRASS DISC "JONES WOOD GENTRY" MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AS DESCRIBED ON THE BOUNDARY SURVEY TITLED "GREEN SWAMP SCANAMERICAN HOLDINGS CORPORATION PARCEL" BY PICKETT AND ASSOCIATES; THENCE ALONG AND COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°04'53" WEST (BASIS OF BEARING) A DISTANCE OF 2652.83 FEET TO A FOUND 4 X 4 CONCRETE MONUMENT AS SHOWN ON SAID BOUNDARY SURVEY, SAID POINT MARKING THE EAST 1/4 CORNER OF SECTION 28; THENCE ALONG AND COINCIDENT WITH EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00°22'10" EAST, A DISTANCE OF 728.45 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°37'50" WEST, A DISTANCE OF 724.58 FEET; THENCE SOUTH 88°57'03" WEST, A DISTANCE OF 260.87 FEET; THENCE THE FOLLOWING TWO (2) COURSES: 1. NORTH 87°45'15" WEST, A DISTANCE OF 177.23 FEET, 2. NORTH 84°51'26" WEST, A DISTANCE OF 81.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 03°56'05" WEST, A DISTANCE OF 107.99 FEET; THENCE NORTH 43°03'31" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 18°21'01" WEST, A DISTANCE OF 75.51 FEET; THENCE NORTH 08°41'46" WEST, A DISTANCE OF 116.25 FEET TO THE POINT OF TERMINUS.

See sheet 5 for Sketch.  
See sheet 1 for Key Sheet, notes and signature.



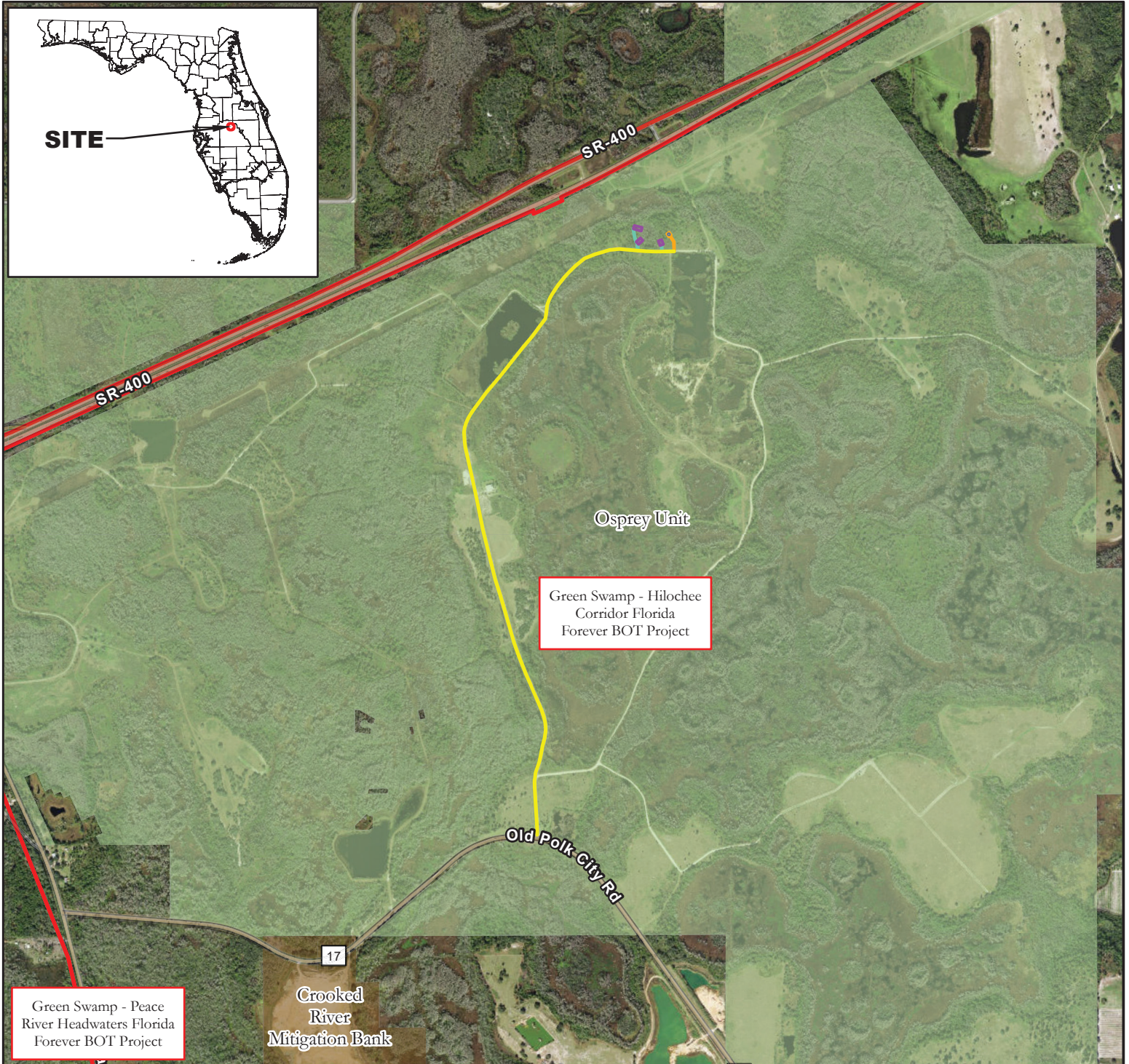
2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899  
(352) 796-7211 (800) 423-1476

LEGAL DESCRIPTIONS	
DRAWN BY: AOG 12-09-2022	PROJECT NAME: SWF Parcel No.20-020-185 CFWI - DMIT HILOCHEE WMA TRANSECTS
CHECKED BY: MLL	SHEET DESCRIPTION: LEGAL DESCRIPTIONS OF ACCESS FOR PROPOSED TRANSECT AREAS, WELL SITE AREAS, CONSTRUCTION AREAS
DATE OF FIELD WORK 10-22-2022	
FIELD BOOK:10-149 PAGES: 65	
NOT TO SCALE	
SHEET 7 OF 7	WORK ORDER:21-056 Drawing No. 10-21-056

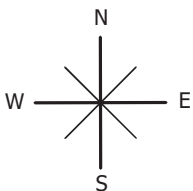
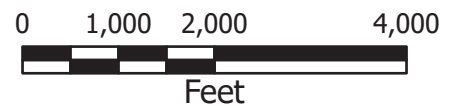
THIS IS NOT A SURVEY

THIS DOCUMENT IS NOT COMPLETE WITHOUT SHEET 1, 2, 3, 4, 5 AND 6





- |                 |                                    |
|-----------------|------------------------------------|
| Access Easement | Temporary Construction Easements   |
| Well Site       | Florida Forever Project Boundaries |
| Transects       | State Managed Conservation Lands   |
| Transect Access | Private Managed Conservation Lands |

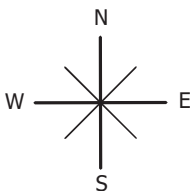
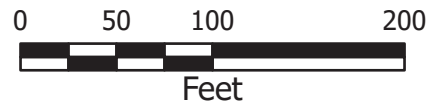


**Easement No. 33500**

Polk County, Florida







Polk County, Florida



## CONSENT AGENDA

**April 25, 2023**

**Operations, Lands and Resource Monitoring Committee: Release and Relocation of Easement for ROMP TR 7-4, SWF Parcel No. 21-020-040**

*Purpose*

Request the Governing Board approve an amendment (Amendment) to a perpetual easement (Existing Easement) granted to the District which provides ingress and egress access to the District's Regional Observation and Monitor-well Program (ROMP) well TR 7-4 well. The Existing Easement and the Amendment are attached hereto as Exhibits 1 and 2, respectively.

*Background/History*

In June 1985 the City of Bradenton (City) conveyed the Existing Easement to the District which provided for ingress and egress across approximately three acres of land for construction of and continuing access to a well site known as TR 7-4. In 2019, the City sold the underlying fee interest to a developer who platted the land to build a housing subdivision; however, the City retained ownership of the actual well site. The subsequent development of the subdivision rendered the location of the Existing Easement impractical and difficult to use for the District's purposes, so relocation of the Existing Easement was negotiated with the developer. The Amendment will realign the Existing Easement with a paved roadway into the subdivision, provide a larger area for District vehicles to access TR 7-4, and release the Existing Easement as to location.

*Benefits/Costs*

The existing Easement was an unimproved pasture road that floods after heavy rains. The District must maintain or improve its current level of access to ensure the continued operation and maintenance of the TR 7-4 ROMP well. The relocation of the existing Easement will be over a paved access road which will benefit the District by alleviating flooding concerns and related access issues with the existing access road, thus improving our current level of access. The District's Data Collection staff has reviewed and approved the relocated Easement identified in a graphic presentation (Exhibit 3). An aerial location and site map are included as Exhibit 3.1 & 3.2 respectively. There is no cost to the District associated with the project.

Staff Recommendation:

Approve the Amendment that provides for release and relocation of the Existing Easement.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources



Kal 7-22-85

This instrument was prepared by:  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 33512-9712

Approved by Attorney  
SWF Parcel No. 21-020-040  
ROMP No. TR 7-4

EASEMENT

1. THIS INDENTURE, made this 26th day of June 1985 by and between The City of Bradenton, Manatee County whose mailing address is Caller Service 25015, Bradenton, Florida 33506-5015, GRANTOR, and the Southwest Florida Water Management District, a public corporation created by the Acts of the Legislature of Florida, 1961, as amended, whose mailing address is 2379 Broad Street, Brooksville, Florida 33512-9712, GRANTEE.

2. GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations, in hand paid by GRANTEE to the GRANTOR, the receipt of which is hereby acknowledged, does hereby give and grant unto the GRANTEE its successors and assigns the right and easement intermittently or continuously to enter upon and to use any and all of the lands more particularly described in attached Exhibits "A", "B" and "C" for the following purposes:

a. A Perpetual Easement and right to drill, maintain, repair and replace a well or wells for test purposes, including the right of access by GRANTEE, or its designated agents, to the well for the purpose of maintenance, performing hydrologic data measurements and observation of the water levels on the land described in Exhibit "A" attached hereto and made a part hereof.

b. A Temporary Easement for a period of thirty-six (36) months from the date the GRANTEE commences construction for the purpose of drilling and constructing a well or wells for test purposes on the land described in Exhibit "B" attached hereto and made a part hereof.

c. A Perpetual Easement on land described in Exhibit "C" for ingress and egress to the Easements described in Exhibits "A" and "B" for the purpose of exercising the rights granted in this instrument.

3. TO HAVE AND TO HOLD said rights and easements unto the GRANTEE and its successors and assigns for the periods herein prescribed, reserving to the GRANTOR the right to use said property in any manner which is not inconsistent with the rights hereinabove granted, and provided specifically, that the GRANTOR will avoid physically disturbing the well casing or cover (water meter box) in any way without prior approval from the GRANTEE.

4. IT IS SPECIFICALLY UNDERSTOOD and agreed that if the GRANTEE shall abandon the aforesaid well, the GRANTEE shall reconvey the above described easement to the GRANTOR, and, in addition, GRANTOR shall have the right to use said well or the GRANTEE shall plug said well.

DOCUMENTARY TAX PD. \$ .50  
INTANGIBLE TAX PD. \$ \_\_\_\_\_  
R. B. SHORE, CLERK MANATEE COUNTY

BY: Kathryn W. Giles  
DEPUTY CLERK

MICROFILMED



5. IN WITNESS WHEREOF, this instrument has been executed by the GRANTOR whose hand and seal is affixed hereto, the day and year first above written.

Signed, Sealed and Delivered  
Before the Undersigned:

CITY OF BRADENTON  
MANATEE COUNTY, FLORIDA

Attest:

By:

George Baldwin  
GEORGE BALDWIN  
City Clerk and Treasurer

By:

Bill Evers  
BILL EVERS, Mayor

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 26th day of June, 1985, by BILL EVERS, Mayor of the City of Bradenton of Manatee County and GEORGE BALDWIN, City Clerk and Treasurer.

Robert C. Loker  
Notary Public

(SEAL)

Notary Public, State Of Florida At Large  
My Commission Expires Aug. 20, 1988  
Bonded By SAFECO Insurance Company of America

My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM:

William R. Lisch  
WILLIAM R. LISCH  
City Attorney

MICROFILMED

O.R. 1118 PG 2468

Southwest Florida Water Management District  
MANASOTA BASIN  
Well Site

SWF Parcel No. 21-020-040

March 8, 1985

That part of the north 1/2 of Section 22, Township 35 South, Range 18 East, Manatee County, Florida, described as follows.

Commence at the SE corner of the NW 1/4 of said Section 22;

Thence N 00°05'17" W (assumed), along the east boundary of the NW 1/4 of said Section 22, a distance of 874.82 feet;

Thence N 86°30'05" E a distance of 17.40 feet;

Thence N 03°29'55" W a distance of 40.00 feet to the POINT OF BEGINNING;

Thence S 86°30'05" W a distance of 20.00 feet;

Thence N 03°29'55" W a distance of 20.00 feet;

Thence N 86°30'05" E a distance of 40.00 feet;

Thence S 03°29'55" E a distance of 20.00 feet;

Thence S 86°30'05" W a distance of 20.00 feet to the POINT OF BEGINNING.

Parcel contains 0.018 acres, more or less.

JMB:mh

MICROFILMED

Original Poor Quality

Exhibit "A"

O.R. 1118 PG 2469

Southwest Florida Water Management District  
MANASOTA BASIN  
Well Site

SWF Parcel No. 21-020-040  
Construction Area

March 8, 1985

That part of the north 1/2 of Section 22, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the SE corner of the NW 1/4 of said Section 22;

Thence N 00°05'17" W (assumed), along the east boundary of the NW 1/4 of said Section 22, a distance of 874.82 Feet;

Thence N 86°30'05" E a distance of 17.40 feet, to the POINT OF BEGINNING;

Thence N 03°29'55" W a distance of 40.00 feet;

Thence S 86°30'05" W a distance of 20.00 feet;

Thence N 03°29'55" W a distance of 20.00 feet;

Thence N 86°30'05" E a distance of 20.00 feet;

Thence N 03°29'55" W a distance of 40.00 feet;

Thence S 86°30'05" W a distance of 100.00 feet;

Thence S 03°29'55" E a distance of 100.00 feet;

Thence N 86°30'05" E a distance of 100.00 feet to the POINT OF BEGINNING.

Parcel contains 0.220 acres, more or less.

JMB:mh

MICROFILMED

Original Poor Quality

Exhibit "B"

O.R. 1118 PG 2470

Southwest Florida Water Management District  
MANASOTA BASIN  
Well Site

Parcel No. 21-020-040  
Access Easement Route

March 8, 1985

That part of the north 1/2 of Section 22 and the SW 1/4 of Section 15, all being in Township 35 South, Range 18 East, Manatee County, Florida, lying 20 feet northerly (at right angles) and 20 feet easterly (at right angles) of the following described line:

Commence at the SE corner of the NW 1/4 of said Section 22;

Thence N 00°05'17" W (assumed), along the east boundary of the NW 1/4 of said Section 22, a distance of 874.82 feet;

Thence N 86°30'05" E a distance of 17.40 feet;

Thence N 03°29'55" W a distance of 40.00;

Thence S 86°30'05" W a distance of 20.00 feet to the POINT OF BEGINNING of said described line;

Continue S 86°30'05" W a distance of 807.74 feet;

Thence N 00°05'17" W a distance of 1786.47 feet, to the south boundary of Section 15;

Thence N 00°17'12" E a distance of 2654.08 feet to the south boundary of the NW 1/4 of Section 15;

Parcel contains 2.214 acres, more or less.

JMB:mh

MICROFILMED

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE CNTY. FLA  
JUL 24 3 32 PM '85

033511

Original Poor Quality

Exhibit "C"

O.R. 1118 PG 2471



Prepared by:  
Southwest Florida Water Management  
District 2379 Broad Street  
Brooksville, FL 34602

Return recorded original to:  
Attn: Real Estate Section  
Southwest Florida Water Management  
District 2379 Broad Street  
Brooksville, FL 34602

ROMP No. TR 7-4  
SWF Parcel No. 21-020-040

### **AMENDMENT TO EASEMENT**

This Amendment to Easement, agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Taylor Morrison of Florida, Inc., a Florida corporation, having an address of 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232 (Grantor), and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (Grantee).

### **WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real property located in Manatee County, Florida, more particularly described in Exhibit "A" and attached hereto (Property); and

**WHEREAS**, Grantee was granted an easement (Easement) over the subject Property on June 26, 1985, as recorded in the Public Records of Manatee County, Florida, at Official Records Book 1118, Page 2467; and

**WHEREAS**, the Easement provided the Grantee, its agents, successors and assigns a perpetual easement and right-of-way for the purposes of ingress and egress to access Regional Observation and Monitor-well Program (ROMP) well No. TR 7-4; and

**WHEREAS**, the Grantor and Grantee wish to amend the legal description of the Easement (Amendment) to align with a paved road being constructed on the Property.

**NOW THEREFORE**, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor and Grantee hereby amend the Easement to wit:

The legal description of the Property set forth in Exhibit "A", attached hereto and incorporated herein by this reference, replaces in its entirety the legal description of the property set forth in the Easement recorded in the Official Records of Manatee County, Florida at Official Records Book 1118, Page 2467, less and except, "Exhibit A Well Site".

The covenants, terms and conditions of this Amendment shall be binding upon and inure to the benefit of the Grantor and Grantee, their personal representatives, heirs,

successors, and assigns and continue as a servitude running in perpetuity with the Property.

Except as expressly modified in this Amendment, the Easement recorded in the Official Records of Manatee County, Florida at Official Records Book 1118, Page 2467 shall continue in full force and effect according to its terms and conditions, and the Grantor and Grantee hereby ratify and affirm their respective rights and obligations under the Easement.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name the day and year aforesaid.

Witnesses:

Taylor Morrison of Florida, Inc.  
A Florida corporation

\_\_\_\_\_

\_\_\_\_\_, President

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

Notary Public

(Notary Seal)

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

GRANTEE:

Southwest Florida Water Management District,  
a Florida Public Corporation

By: \_\_\_\_\_  
Joel Schleicher, Chair

Southwest Florida Water Management District,  
a Florida Public Corporation

By: \_\_\_\_\_  
Michelle Williamson, Secretary

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Joel Schleicher, Governing Board Chairman, and Michelle Williamson, Governing Board Secretary, who is personally known to me or produced \_\_\_\_\_ as identification.

Notary Public

(Notary Seal)

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## SKETCH OF DESCRIPTION

Section 22 , Township 35 South, Range 18 East  
Manatee County, Florida

LEGAL DESCRIPTION (DISTRICT PARCEL NUMBER 21-020-040)

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 22 TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S.00°05'23"E., ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1716.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°05'23"E., ALONG SAID EAST LINE, A DISTANCE OF 233.68 FEET; THENCE S.22°02'56"W., A DISTANCE OF 82.04 FEET; THENCE S.70°26'51"W., A DISTANCE OF 42.85 FEET; THENCE S.89°45'50"W., A DISTANCE OF 99.32 FEET TO THE INTERSECTION OF THE EAST LINE OF TRACT 300 AS DEPICTED AND RECORDED IN HEIGHTS, PHASE I, SUBPHASES IA AND IB, AND PHASE II, A SUBDIVISION IN PLAT BOOK 65, PAGE 160, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT LYING ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 107.00 FEET, A CHORD BEARING S.51°33'12"E., 75.55 FEET AND A CENTRAL ANGLE OF 41°20'52"; THENCE THE FOLLOWING ELEVEN (11) COURSES ALONG SAID EAST LINE: (1) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 138.00 FEET, A CHORD BEARING S.56°01'53"E., 76.98 FEET AND A CENTRAL ANGLE OF 32°23'31"; (2) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.02 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING S.18°13'03"E., 84.74 FEET AND A CENTRAL ANGLE OF 43°14'08"; (3) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 86.78 FEET; (4) THENCE S.03°24'01"W., A DISTANCE OF 29.59 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET, A CHORD BEARING S.01°39'21"W., 22.22 FEET AND A CENTRAL ANGLE OF 03°29'20"; (5) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.23 FEET; (6) THENCE S.00°05'19"E., A DISTANCE OF 32.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 89.00 FEET, A CHORD BEARING S.11°37'32"E., 35.60 FEET AND A CENTRAL ANGLE OF 23°04'25"; (7) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET, A CHORD BEARING S.20°44'44"E., 4.98 FEET AND A CENTRAL ANGLE OF 04°50'00"; (8) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 4.98 FEET; (9) THENCE S.00°05'23"E., A DISTANCE OF 181.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 24.15 FEET, A CHORD BEARING S.39°52'30"E., 6.77 FEET AND A CENTRAL ANGLE OF 16°06'44"; (10) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.79 FEET; (11) THENCE S.47°56'44"E., A DISTANCE OF 14.39 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF HONORE AVENUE A 120 FOOT PUBLIC RIGHT OF WAY, PER OFFICIAL RECORD BOOK 2061, PAGE 6455, SAID PUBLIC RECORDS; THENCE N.89°21'58"W., ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 121.87 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID TRACT 300 SAID POINT LYING ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET, A CHORD BEARING N.39°21'23"E., 4.56 FEET AND A CENTRAL ANGLE OF 11°53'48"; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG SAID WEST LINE: (1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 4.57 FEET; (2) THENCE N.00°05'19"W., A DISTANCE OF 209.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, A CHORD BEARING N.10°08'14"E., 30.18 FEET AND A CENTRAL ANGLE OF 20°27'05"; (3) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.34 FEET; (4) THENCE N.00°05'19"W., A DISTANCE OF 19.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING N.25°27'51"W., 64.28 FEET AND A CENTRAL ANGLE OF 50°45'04"; (5) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.43 FEET; (6) THENCE N.50°50'23"W., A DISTANCE OF 40.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET, A CHORD BEARING N.32°27'33"W., 85.14 FEET AND A CENTRAL ANGLE OF 36°45'40"; (7) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 86.62 FEET; (8) THENCE N.14°04'43"W., A DISTANCE OF 36.40 FEET; THENCE N.04°48'52"W., A DISTANCE OF 46.28 FEET N.89°45'50"E., A DISTANCE OF 157.59 FEET; THENCE N.70°26'51"E., A DISTANCE OF 36.65 FEET; THENCE N.22°02'56"E., A DISTANCE OF 62.32 FEET TO THE INTERSECTION WITH THE EAST LINE OF TRACT 100, SAID SUBDIVISION; THENCE N.00°05'23"W., ALONG SAID EAST LINE OF TRACT 100 A DISTANCE OF 244.04 FEET; THENCE N.90°00'00"E., A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA,

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,

CONTAINING 60,909 SQUARE FEET OR 1.40 ACRES, MORE OR LESS.

## NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF THE NW 1/4 OF SECTION 22-35-18 BEING S 00°05'23" E (ASSUMED).
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KYLE E. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

## REVISIONS:

- 1 - REVISED PARCEL NUMBER - KC - 04-12-23



**CROSS SURVEYING, L.L.C.**  
CERTIFICATE OF AUTHORIZATION LB 0007977

6813 SR 70 E.  
BRADENTON, FLORIDA 34203  
(941) 748-8340 (941) 896-9938 FAX

Digitally signed by Kyle E. Cross  
DN: E=KYLE@crosssurveying.com,  
CN=Kyle E. Cross, OU=LS176,  
O=Cross Surveying, LLC,  
L=Bradenton, S=Florida, C=US  
Reason: I have reviewed this document  
Date: 2023.04.28 08:39:04-0400

KYLE E. CROSS, PSM. No. 7176

SHEET  
1 OF 2

Scale: 1"= NONE

Drawn by: KC

FB/PG: NONE

DATE: 03/28/2023

JOB: S150519.1

# NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF THE NW 1/4 OF SECTION 22-35-18 BEING S 00°05'23" E (ASSUMED).
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KYLE E. CROSS, P.S.M.
3. THIS SKETCH IS NOT COMPLETE WITHOUT THE DESCRIPTION.
4. THIS SKETCH IS NOT A SURVEY.

## SKETCH OF DESCRIPTION

Section 22 , Township 35 South, Range 18 East

Manatee County, Florida

POINT OF COMMENCEMENT  
NE CORNER OF NW 1/4 OF SECTION 22-35-18

ASSUMED



POINT OF BEGINNING

ACCESS EASEMENT ROUTE  
OFFICIAL RECORDS  
BOOK 1118, PAGE 2469

CONSTRUCTION AREA  
OFFICIAL RECORDS  
BOOK 1118, PAGE 2469

WELL SITE  
OFFICIAL RECORDS BOOK  
1118, PAGE 2469  
EAST LINE OF TRACT 100

WEST LINE OF TRACT 300

PROPOSED LOTS

EAST LINE OF TRACT 300

DISTRICT PARCEL NUMBER 21-020-040  
60909 SQ FT  
1.40 ACRES

TRACT 300

LOTS

D=41°20'52" L=77.22' R=107.00'  
CH=S51°33'12"E 75.55'  
D=36°45'40" L=86.62' R=135.00'  
CH=N32°27'33"W 85.14'

HEIGHTS, PHASE I,  
SUBPHASES 1A & 1B, AND  
PHASE II  
PLAT BOOK 65, PAGE 160

N04°48'52"W 46.28'  
N14°04'43"W 36.40'  
D=50°45'04" L=66.43' R=75.00'  
CH=N25°27'51"W 64.28'

D=20°27'05" L=30.34' R=85.00'  
CH=N10°08'14"E 30.18'

D=11°53'48" L=4.57' R=22.00'  
CH=N39°21'23"E 4.56'

N00°05'19"W 209.53'

TRACT 300  
GRANDVIEW HILL CT  
PRIVATE ROADWAY, PRIVATE DRAINAGE EASEMENT,  
PUBLIC UTILITY EASEMENT

N89°21'58"W 121.87'

S00°05'23"E 1716.67'

S00°05'23"E 233.68'

S22°02'56"W 82.04'

S70°26'51"W 42.85'

EAST LINE OF NW 1/4 OF SECTION 22-35-18  
D=32°23'31" L=78.02' R=138.00'  
CH=S56°01'53"E 76.98'  
D=43°14'08" L=86.78' R=115.00'  
CH=S18°13'03"E 84.74'

S03°24'01"W 29.59'  
D=3°29'20" L=22.23' R=365.00'  
CH=S01°39'21"W 22.22'

S00°05'19"E 32.76'  
D=23°04'25" L=35.84' R=89.00'  
CH=S11°37'32"E 35.60'

D=4°50'00" L=4.98' R=59.00'  
CH=S20°44'44"E 4.98'  
S00°05'23"E 181.10'

D=16°06'44" L=6.79' R=24.15'  
CH=S39°52'30"E 6.77'

S47°56'44"E 14.39'

## LEGEND

D=DELTA ANGLE  
L=LENGTH  
R=RADIUS  
CH=CHORD

## HONORE AVE

120' RIGHT OF WAY PER OFFICIAL RECORDS BOOK  
2061, PAGE 6455 OF THE PUBLIC RECORDS OF  
MANATEE COUNTY, FLORIDA

## REVISIONS:

- 1 - REVISED PARCEL NUMBER - KC - 04-12-23



CROSS SURVEYING, L.L.C.  
CERTIFICATE OF AUTHORIZATION LB 0007977

6813 SR 70 E.  
BRADENTON, FLORIDA 34203  
(941) 748-8340 (941) 896-9938 FAX

Digitally signed by Kyle E. Cross  
DN: E=kyle@crosssurveying.com,  
CN=Kyle E. Cross, OU=LS176,  
O=Cross Surveying, L.L.C.,  
C=US  
Date: 2023.03.28 14:03:04-05'

KYLE E. CROSS, PSM. No. 7176

SHEET  
2 OF 2

Scale: 1"=150'

Drawn by: KC

FB/PG: NONE

DATE: 03/28/2023

JOB: S150519.1

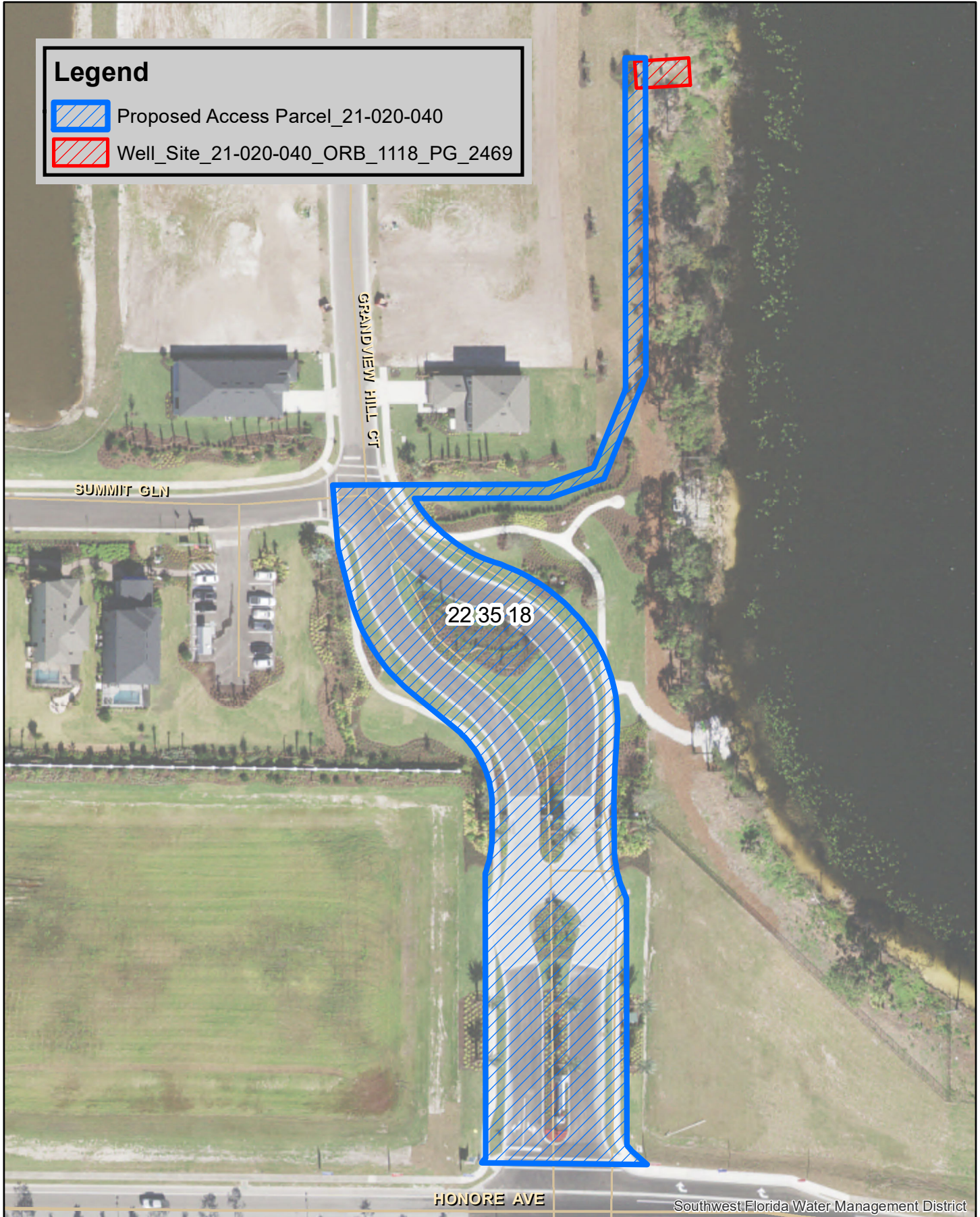
Drawing name: H:\Land\_Projects\EVERS RESERVOIR PROPERTY S150519\dwg\WELL ACCESS EASEMENT R2.dwg 8.5X11 (2) Apr 12, 2023 8:38am by: kcross

**Exhibit 3**  
**Graphic Presentation SWF Parcel No.21-020-040**

Work Order No.23-088  
Section 22, Township 35 South, Range 18 East  
Manatee County, Florida

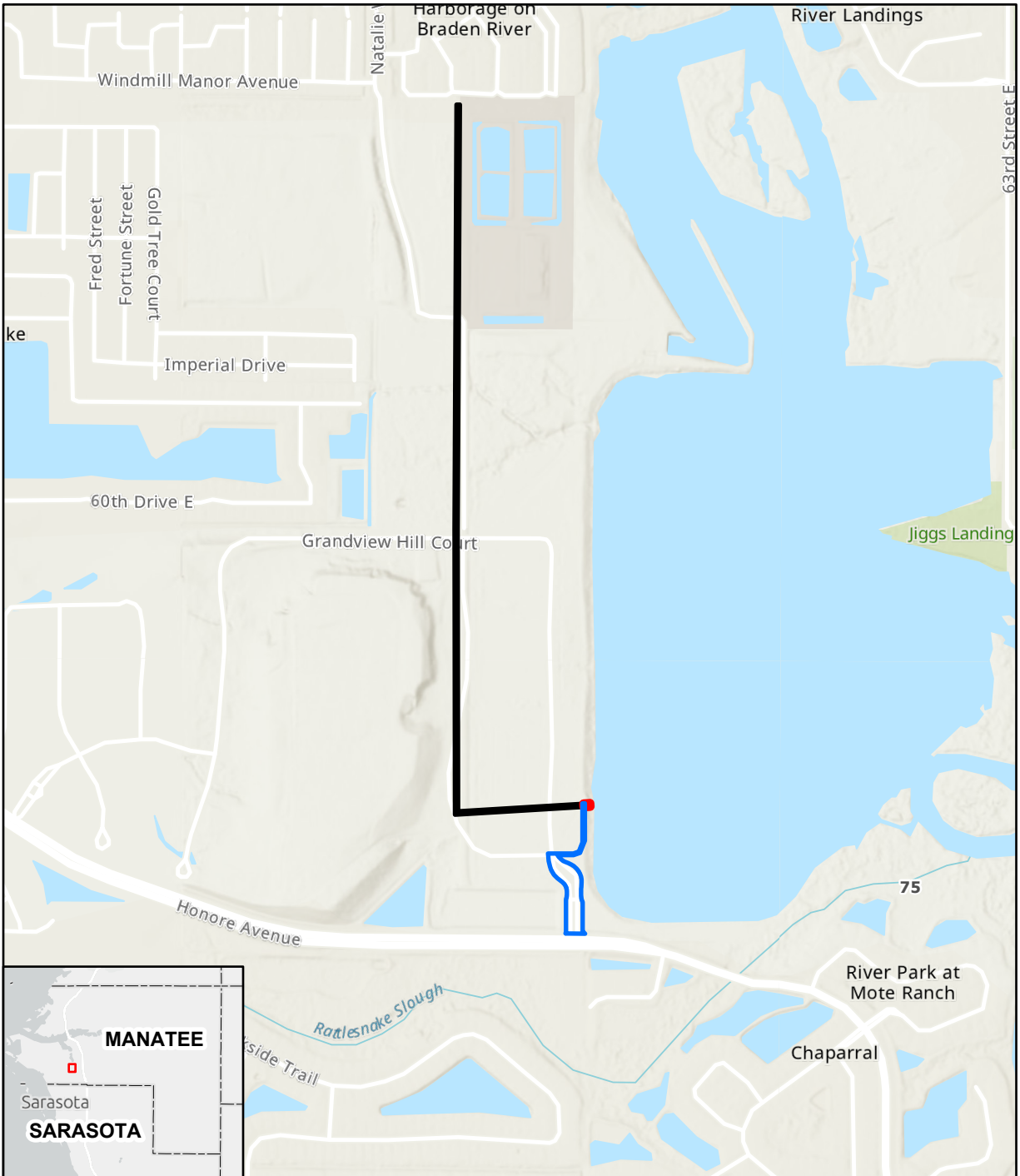
Not to Scale

Date: 4/5/2023





### Exhibit 3.1 Release and Relocation of Easement for ROMP TR 7-4 Location Map



Esri, NASA, NGA, USGS, FEMA, University of South Florida, Manatee County Government, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, Esri Community Maps Contributors, University of South Florida, Manatee County Government, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

- Existing Easement to be Released
- Existing Well Site
- Proposed Easement Relocation

0 500 1,000  
US Feet



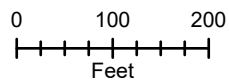
**Southwest Florida**  
Water Management District

**Exhibit 3.2**  
**Release and Relocation of Easement for ROMP TR 7-4**  
**Site Map**



Southwest Florida Water Management District

- Existing Easement to be Released
- Existing Well Site
- Proposed Easement Relocation



**Southwest Florida**  
 Water Management District

**CONSENT AGENDA****April 25, 2023****General Counsel's Report: Interagency Agreement between SFWMD and SWFWMD - Designation of Regulatory Responsibility to SWFWMD for Environmental Resource Permit No. 850358 - Providence N27 - Polk County**

Applied Building Development Company seeks an Environmental Resource Permit (ERP) for the development of a parcel located at the intersection of US Highway 17 and Kinney Harmon Road (Project). The majority of the Project is located within the jurisdictional boundaries of the Southwest Florida Water Management District (SWFWMD), and a smaller portion of the project site is located within the jurisdictional boundaries of the South Florida Water Management District (SFWMD). Additionally, the District has prior permitting history in this area. The District issued a conceptual Environmental Resource Permit, Permit No. 8331.000, for a development known as Oak Hill Estates that encompasses the Providence N-27 project site, as well as the subsequent modifications to that permit.

Section 373.046(6), Florida Statutes, authorizes a water management district to designate, through an interagency agreement, regulatory responsibility to another water management district over a project located within the jurisdictional boundaries of both districts. Because a majority of the Project boundary lies within SWFWMD's jurisdiction, both Districts agree that responsibility should be assumed by SWFWMD for review and issuance of the ERP for the entirety of the Project. An interagency agreement approved by both district governing boards is necessary to authorize SWFWMD to issue an ERP to the applicant for the entire Project.

**Staff Recommendation:**

Approve the Interagency Agreement Between the South Florida Water Management District and the Southwest Florida Water Management District for Designation of Regulatory Responsibility for an ERP for Applied Building Development Company for the above-described Project.

**Presenter:**

Michael Bray, Assistant General Counsel, Office of General Counsel

**INTERAGENCY AGREEMENT BETWEEN THE SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT AND THE SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT FOR DESIGNATION OF REGULATORY  
RESPONSIBILITY FOR ENVIRONMENTAL RESOURCE PERMITS FOR  
PROVIDENCE N27 AT THE US HIGHWAY 17 AND KINNEY HARMON  
ROAD INTERSECTION IN POLK COUNTY, FLORIDA**

THIS INTERAGENCY AGREEMENT ("Agreement") is made and entered into by and between the SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD).

WITNESSETH:

WHEREAS, on July 1, 2020, Applied Building Development Company submitted a request for the SWFWMD to process an environmental resource permit for the proposed development of a parcel located in Polk County at the intersection of US Highway 17 and Kinney Harmon Road, as depicted on the map attached hereto as Exhibit A (the "Project"); and

WHEREAS, the project crosses the jurisdictional boundaries of the SWFWMD and the SFWMD in that it is located on the jurisdictional boundary of both water management districts and that the majority of the project is located within the jurisdictional boundary of the SWFWMD in Polk County; and

WHEREAS, Subsection 373.046(6), Fla. Stat., authorizes a water management district to designate, via an interagency agreement, regulatory responsibility to another water management district when the geographic area of the project or local government crosses the jurisdictional boundaries of another water management district; and

WHEREAS, the SWFWMD has prior permitting history of this development under the Oak Hill Estates conceptual permit (8331.000) and subsequent modification of that conceptual permit for the Oak Hills Estates and Providence developments; and

WHEREAS, the designation of SWFWMD as the water management district with Part IV, Chapter 373, Fla. Stat., regulatory responsibility for the Project would allow for more efficient processing of permit applications under that part as the majority of the project is located within the jurisdictional boundaries of the SWFWMD; and

WHEREAS, the SFWMD and the SWFWMD desire to designate the SWFWMD as the water management district with Part IV, Chapter 373, Fla. Stat., regulatory responsibility for the proposed Project area located within the jurisdictional boundaries of SFWMD in Polk County, pursuant to Part IV, Chapter 373, Fla. Stat., more specifically identified in Exhibit A.

NOW THEREFORE, the SFWMD and the SWFWMD, under the authority of Subsection 373.046(6), Fla. Stat., hereby agree as follows:

1. The SWFWMD is designated as the water management district that will have regulatory responsibilities under Part IV of Chapter 373, Fla. Stat., for those activities known as the project Providence N-27, located in the area on Exhibit A, which is incorporated by reference herein. Such regulatory responsibilities shall include receiving, processing, and taking final agency action on environmental resource permit applications or modifications thereof, located in the area on Exhibit A and taking any compliance and enforcement action with regard to such permit(s).
2. This Agreement will commence upon execution by all parties and will remain in effect until either party terminates such Agreement for its convenience upon ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, each party, or its lawful representative, has executed this Agreement on the date set forth next to their signature below.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Drew Bartlett, Executive Director

Date: \_\_\_\_\_

(Seal)

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Joel Schleicher, Chair

Michelle Williamson, Secretary

Date: \_\_\_\_\_

(Seal)



# Exhibit A



DISCTRICT BOUNDARY MAP  
PROVIDENCE - N27

MARCH 2023

KHA JOB No. 049853  
© 2022 Kimley-Horn and Associates, Inc.  
108 South Kennedy Avenue, Tallahassee, FL 32301  
Phone: 850.701.8702  
www.kimley-horn.com CA 00000998

Kimley»Horn |

**CONSENT AGENDA****April 25, 2023****General Counsel's Report: Approval of Consent Order between SWFWMD and Ronald Neff – Unauthorized Construction – CT No. 418574 – Charlotte County**

Ronald Neff ("Neff") owns real property located at 4450 Duncan Road, Punta Gorda, FL 33982 ("Property"), having taken title thereto on July 20, 2022, for commercial use and to expand the land east of his Boat and RV storage business. On November 30, 2021, District staff visited the Property and observed 3 acres of impervious and semi-impervious material placed on the Property without authorization from the District. On January 24, 2022, the District issued a Notice of Unauthorized Activities to the previous owner of the Property.

District staff visited the Property again on February 2, 2022, and indicated to Neff, who was present, that the Property did not have a permit or authorization from the District for the impervious and semi-impervious material. At that time, Neff was using part of the Property for his storage business and was considering purchasing the Property. Neff was also working with the District to resolve the same unauthorized construction on the adjacent parcels.

On December 30, 2022, the Office of General Counsel ("OGC"), issued a proposed Consent Order to Neff for the unauthorized construction and which required Neff to submit an application for an Environmental Resource Permit ("ERP"). Neff has agreed to the terms of the attached Consent Order, which includes payment of \$20,000.00 in penalties and \$2,000.00 in costs to the District. Neff must submit an ERP application within 10 days of the Governing Board's approval of the Consent Order, obtain District approval of the ERP application within 120 days of submitting the application, and complete construction within 120 days of the ERP's issuance.

**Staff Recommendation:**

1. Approve the Consent Order.
2. Authorize District staff to pursue compliance with the terms and conditions of the approved Consent Order, including filing any appropriate actions in Circuit Court, if necessary.

**Presenter:**

Elizabeth Fernandez, Deputy General Counsel, Office of General Counsel

BEFORE THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ORDER NO. SWF 23-\_\_\_\_\_

IN RE: RONALD NEFF  
CT NO. 418574  
4450 DUNCAN ROAD,  
PUNTA GORDA, FL 33982

**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 Ronald Neff (Neff), 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. Neff owns real property located at 4450 Duncan Road, Punta Gorda, FL 33982 (Property), having taken title thereto on July 20, 2022. The Property is also identified by the Charlotte County Property Appraiser Parcel ID Number 402325402001. A map depicting the Property is attached hereto and incorporated herein as Exhibit "A."

3. On November 30, 2021, District staff observed 3 acres of impervious and semi-impervious material placed on the Property without authorization from the District.

4. On January 24, 2022, the District issued a Notice of Unauthorized Activities to the previous owner of the Property regarding the unauthorized activities.

5. District staff visited the Property on February 2, 2022, and indicated to Neff, the owner of the adjacent property who was also using the Property in relation to his Boat and RV

storage business, that the impervious and semi-impervious material placed on the Property did not have authorization from the District.

6. To date, no permit or authorization has been issued by the District concerning the above-described unauthorized activities.

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

#### CONCLUSIONS OF LAW

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

9. Pursuant to Section 373.413, F.S., and Rule 62-330.020(2), F.A.C., an environmental resource permit (ERP) is required prior to the construction, alteration, operation, maintenance, removal, or abandonment of any regulated activity described in Chapter 373, F.S., or Chapter 62-330, F.A.C., that is not otherwise exempt from permitting requirements. It is a violation of Section 373.430(b), F.S. to fail to obtain any permit required by Chapter 373, Part IV, F.S. or fail to comply with any rule promulgated thereunder.

10. The unauthorized activity described above constitutes the construction of a commercial project as defined in the ERP Applicant's Handbook Volume I, Section 2.0(a)(18), incorporated by reference in Rule 62-330.010(4), F.A.C.

11. The activities described above are regulated activities that require an ERP pursuant to Rule 62-330.020(2), F.A.C., and is not otherwise exempt from permitting requirements.

12. The activities described above constitute a violation of Sections 373.413 and 373.430(1)(b), F.S. and Rule 62-330.020(2), F.A.C.

#### CORRECTIVE ACTIONS

13. Neff shall not engage in any activity on the Property that constitutes the construction, alteration, operation, or abandonment of a surface water management system

pursuant to Chapter 373, F.S., unless and until any necessary permits are obtained from the District.

14. Within ten (10) days of this Consent Order's approval by the District's Governing Board, Neff shall submit an ERP application ("Application") to request authorization to construct and operate a surface water management system at the Property.

15. Neff shall comply with and respond to all requests for additional information or clarification relating to the Application within thirty (30) days of receiving such request. Neff shall obtain District approval of an ERP within one hundred twenty (120) days of submitting the Application.

16. Within one hundred twenty (120) days of the ERP's approval, Neff shall complete all construction authorized and required by the ERP. Within thirty (30) days of completion of the construction authorized by the ERP, Neff shall submit to the District a completed As-Built Certification and Request for Conversion to Operation Phase form certifying that the construction of the Property has been completed in conformance with the ERP. If the District discovers any deviations from the permitted design or violations of District rules, Neff shall perform any necessary remedial work within thirty (30) days of issuance of written notification by the District, and shall submit to the District a new As-Built Certification and Request for Conversion to Operation Phase form.

17. Neff 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 and must be submitted to District staff and to the Office of General Counsel, simultaneously, no later than five (5) days prior to 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.

18. Neff shall pay to the District Twenty Thousand Dollars (\$20,000.00) in penalties, and Two Thousand Dollars (\$2,000.00) in District costs, for a total of Twenty-Two Thousand Dollars (\$22,000.00), 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

19. For each day of delay beyond any due date specified in this Consent Order, Neff shall pay to the District an additional sum of One Hundred Dollars (\$100.00) per day. This additional sum shall be paid by Neff upon the District's mailing of a demand letter to Neff 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. Neff 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 Neff of the obligations under this Consent Order, the District waives its right to pursue civil or administrative action for any violation described herein. If Neff fails to completely 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 Neff to prevent or prohibit the future violation of any applicable statutes, rules, or orders, except as specifically addressed in this Consent Order. Neff 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 Neff to criminal prosecution, administrative action, or 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. Neff shall not undertake any further construction activities without necessary District authorizations.

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

25. Neff 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 set forth 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(1), F.S., and to be represented by counsel or other qualified representative. Any request for a hearing must comply with the requirements set forth in Rules 28-106.104 and 28-106.201, F.A.C. Mediation under Section 120.573, F.S., is not available. A request for a hearing must be filed with (received by) the Agency Clerk 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) 367-9788, no later than twenty-one (21) days after receipt of this notice. A request for a hearing is deemed filed upon receipt of the complete request by the Agency Clerk at the District's Service Office in Tampa, Florida. A request for a hearing received by the Agency Clerk after 5:00 p.m., or on a Saturday, Sunday, or legal holiday, shall be deemed filed as of 8:00 a.m. on the next regular District business day. These requirements are



set forth in Chapter 28-106, F.A.C., and in the District's Statement of Agency Organization and Operation, which is available for viewing at [www.swfwmd.state.fl.us/about/agency-statement-organization-and-operation](http://www.swfwmd.state.fl.us/about/agency-statement-organization-and-operation). Failure to file a request for a hearing within the specified time period constitutes a waiver of the right to an administrative hearing.

**Ronald Neff**

Signature

Date

3/24/23

Approved by the Governing Board of the Southwest Florida Water Management District  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Joel A. Schleicher, Chair

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved as to Legal Form and Content

*Jennifer A. Soboral*

Jennifer A. Soboral, Esq.  
Office of General Counsel

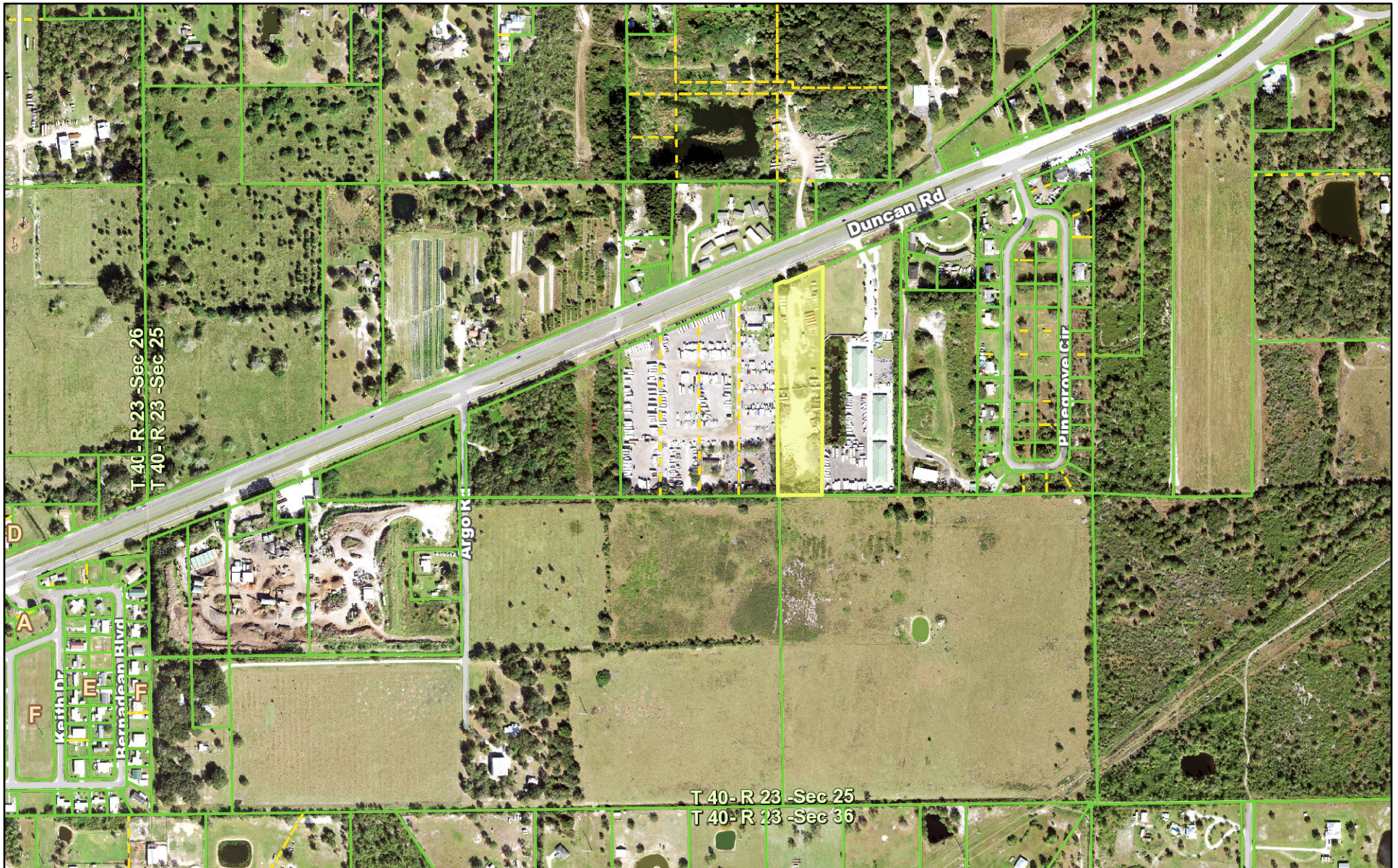
Filed this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Deputy Agency Clerk

CONSENT ORDER  
RONALD NEFF  
CT NO. 418574  
CHARLOTTE COUNTY, FLORIDA

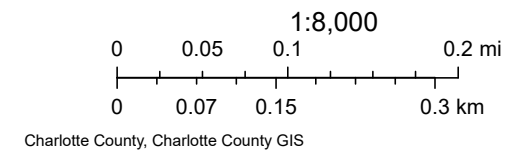


# Map Layout



December 23, 2022

- Override 1
- Property Ownership
- Block Number
- Lots
- City of Punta Gorda Boundary





**CONSENT AGENDA**

**April 25, 2023**

**Executive Director's Report: Approve Governing Board Minutes - March 28, 2023**

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING  
TUESDAY, MARCH 28, 2023 – 9:00 AM  
2379 BROAD STREET, BROOKSVILLE, FL 34604  
(352) 796-7211**

**MINUTES**

---

Board Members Present

Joel Schleicher, Chair  
Ed Armstrong, Vice Chair  
Michelle Williamson, Secretary  
John Mitten, Treasurer  
Kelly Rice, Former Chair  
Jack Bispham, Member  
Ashley Bell Barnett, Member\*  
John Hall, Member  
James Holton, Member  
Dustin Rowland, Member  
Robert Stern, Member

\*Attend via electronic media

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  
Michael Molligan, Division Director  
Brandon Baldwin, Division Director

Board Administrative Support

Virginia Singer, Board & Executive Services Manager  
Lori Manuel, Administrative Coordinator

**1. Convene Public Meeting**

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., March 28, 2023, at the Brooksville Office, 2379 Broad Street, Brooksville, Florida 34604.

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 Joel Schleicher 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 Schleicher 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. Chair Schleicher 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. He also requested that several individuals wishing to speak on the same topic designate a spokesperson. Chair Schleicher 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 Jack Bispham offered the invocation and Pledge of Allegiance.

**1.3 Employee Recognition**

None were presented.

**1.4 Additions/Deletions to Agenda**

Mr. Brian Armstrong, Executive Director, stated the following item was being deleted from the agenda:

**Operations, Lands and Resource Monitoring Committee**

**2.6 Amended and Restated Site Agreement for Land – Cell Phone Tower, SWF Parcel No. 20-503-257X.”**

Board Member Ashley Bell Barnett requested the following item be moved from Consent to Discussion:

**Finance/Outreach & Planning Committee**

**2.3 Knowledge Management: Election of Governing Board Officers Policy**

Chair Schleicher stated 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. Sean Fitzgerald spoke regarding his opinion of circumstances related to former District employees.

Mr. David Ballard Geddes spoke regarding Senate Bill 1240.

**Consent Agenda**

**Finance/Outreach & Planning Committee**

**2.1 Springs Protection Awareness Month**

Staff recommended the Board approve and execute Resolution No. 23-01 declaring April 2023 as “Springs Protection Awareness Month.”

**2.2 Water Conservation Month**

Staff recommended the Board approve and execute Resolution No. 23-02 declaring April 2023 as “Water Conservation Month.”

**~~2.3 Knowledge Management: Election of Governing Board Officers Policy~~**

~~Staff recommended the Board approve the proposed changes to the policy.~~

**2.4 Brooksville Building 3 Roof Replacement Budget Transfer**

Staff recommended the Board approve the budget transfer of \$250,000 from Facilities Districtwide Window Replacements (C217) to Facilities Districtwide Roof Replacements (C224).

**Operations, Lands and Resource Monitoring Committee**

**2.5 Right of First Refusal – Modica Conservation Easement, SWF Parcel No. 10-200-1144C**

Staff recommended the Board:

- Approve declining the right of first refusal to purchase the remainder fee simple interest for SWF Parcel No. 10-200-1144C that is subject to a District conservation easement; and

- Authorize the Executive Director to execute the necessary documents to decline the first right of refusal on SWF Parcel No. 10-200-1144C.

**2.6 Amended and Restated Site Agreement for Land – Cell Phone Tower, SWF Parcel No. 20-503-257X**

Staff recommended the Board:

- Approve the Amended and Restated Site Agreement for Land with T-Mobile USA Tower LLC for the operation and maintenance of a cell phone tower on District lands, SWF Parcel 20-503-257X.
- Authorize the Executive Director to sign the Amended and Restated Site Agreement for Land, SWF Parcel 20-503-257X.

**Executive Director's Report**

**2.7 Approve Governing Board Minutes - February 28, 2023**

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 - 00:12:31/14:20)

**Finance/Outreach and Planning Committee**

Treasurer John Mitten called the committee to order. (Audio - 00:12:56)

**3.1 Consent Item(s) Moved to Discussion**

**2.3 Knowledge Management: Election of Governing Board Officers Policy**

Mr. Brian Armstrong, Executive Director, stated that due to technical issues with audio communication via remote access with Board Member Barnett, he recommended tabling this item until the April Board meeting.

**A motion was made and seconded to table this item for the April 25 Governing Board meeting. The motion carried unanimously.** (Audio - 00:40:56)

**3.2 Fiscal Year 2021-22 Annual Comprehensive Financial Report**

Mr. James Halleran, CPA, James Moore & Company, provided an overview of the independent audit for the year ending September 30, 2022. He outlined the information in the Independent Auditor's Reports. Mr. Halleran stated that the District received a "pass" rating from the last Financial Statement opinion in 2021 and anticipates the same rating this year. Mr. Halleran provided an overview of the financial statements provided by the District and the audit reports prepared by James Moore & Company. He summarized any changes that occurred in the District's General Fund, Florida Forever Capital Fund and Capital Projects Fund. Mr. Halleran provided a comparison table from FY2020 through FY2022 for specific fund balances. He provided information concerning pensions and other post-employment benefits.

Staff recommended the Board 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 included the Management Letter and Independent Accountants' Report for fiscal year ended September 30, 2022.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio - 00:26:30)

### **3.3 Financial Systems Upgrade**

Mr. Brandon Baldwin, Business and IT Services Director, presented information outlining the current financial systems, reasons concerning the need for upgrading, scope of the project, benefits, implementation and costs, and a timeline. Mr. Baldwin responded to questions.

This was for information only. No action was required.

### **3.4 Budget Transfer Report**

#### **Resource Management Committee**

Secretary Michelle Williamson called the committee to order. (Audio: 00:41:27)

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

#### **4.2 Knowledge Management: Cooperative Funding Initiative Governing Board Policy**

Mr. Kevin Wills, CFI Program Lead, presented the proposed changes to the Cooperative Funding Initiative (CFI) Governing Board Policy. He explained that under the current CFI Policy and practice, grant funds received by a cooperator proportionally reduce each party's share of the total project cost. Based on the Board's direction, staff proposed revisions to the CFI Policy that would allow cooperators to use state or federal appropriations or grant monies to cover cost increases. Mr. Wills provided three examples of how the proposed changes to the policy would be demonstrated. These three examples included: 1) a project with no cost increase; 2) a project with a cost increase; and 3) grant exceeding project cost increases.

Staff recommended the Board approve the changes to the Cooperative Funding Initiative Governing Board Policy.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio - 00:50:35)

#### **4.3 2022 Storm Debris Assessments for Peace Creek Canal and Flint Creek**

Ms. Nicole Mytyk, P.E., Engineering & Watershed Management Supervisor, presented an overview of waterway conveyance debris management activities for the Peace Creek Canal and Flint Creek due to Hurricane Ian impacts. She stated the District has applied for federal funding assistance through the Natural Resources Conservation Services (NRCS) Emergency Watershed Protection Program. This program may reimburse up to 75 percent of debris removal costs. Ms. Mytyk explained how storm debris has affected the conveyance of these waterways. She summarized the process, benefits, and costs of debris removal. Ms. Mytyk provided a timeline for future tasks.

Ms. Mytyk stated that staff intends to present updated cost and funding information at the April Governing Board meeting.

Board Members discussed the prudence of securing contracts with vendors prior to the hurricane season.

Board Members asked if arrangements for debris removal could be made in absence of funding from the NRCS. Ms. Jennette Seachrist, Resource Management Director, explained that staff will be presenting recommendations at the April Board meeting.

This was for information only. No action was required.

#### **4.4 FY2023 Springs Projects Selected for Funding by FDEP**

Mr. Jay Hoecker, Water Resources Bureau Chief, presented an overview of the four FY2023 Springs Projects selected for funding by the FDEP. He stated the projects are located in the coastal area of Citrus County, near Homosassa Springs, within the Priority Focus Area (PFA) of the Chassahowitzka/Homosassa Basin Management Action Plan (BMAP). These projects included: WH04 Old Homosassa West Septic to Sewer, Old Homosassa East Septic to Sewer, Old Homosassa North Septic to Sewer and WH07 Old Homosassa Park Septic to Sewer. Mr. Hoecker provided a summary of each project that included benefits, costs and funding.

Staff recommended the Board:

- a. Approve applying 2022 and 2023 state appropriations from the Land Acquisition Trust Fund (LATF) for Springs Water Quality Improvements and for Springs Restoration to the WH04, Q134, WH06, and WH07 projects selected by the Florida Department of Environmental Protection as outlined above.
- b. Approve applying state appropriations toward the project cost increases for Citrus County Old Homosassa West Septic to Sewer (WH04) and Citrus County Old Homosassa East Septic to Sewer (Q134) projects, consistent with the proposed CFI Policy revisions under agenda item 4.2.
- c. Approve a budget transfer from the Springs Initiative Grant Program (H104) to the selected projects in the amount of \$14,416,750, of which \$11,440,500 is from the FDEP and \$2,976,250 is the required District match, as outlined above.

**A motion was made and seconded to approve staff's recommendation. The motion passed with ten in favor and one opposed.** Chair Schleicher expressed concern regarding the cost of the project. (Audio - 01:17:55)

#### **Operations, Lands & Resource Monitoring Committee**

Board Member Jack Bispham called the committee to order. (Audio - 01:19:00)

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

#### **Regulation Committee**

Board Member John Hall called the committee to order. (Audio - 01:19:37)

##### **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 - None**

Mr. Chris Tumminia, General Counsel, provided an update of the Inverness Village Unit IV development. He stated communication from Citrus County (County) was received that deviated from the direction provided by the Citrus County Commissioners. Staff is evaluating and will continue to communicate with the County. In addition, the Florida Department of Environmental Protection has initiated an enforcement action for non-compliance with the National Pollutant Discharge Elimination System Program as related to this project.

#### **Committee/Liaison Reports**

##### **8.1 Industrial Advisory Committee**

A written summary of the February 17 tour of the Port of Tampa was provided.

## **8.2 Public Supply Advisory Committee**

A written summary of the February 14 meeting was provided.

## **Executive Director's Report**

### **9.1 Executive Director's Report**

Mr. Brian Armstrong, Executive Director, acknowledged appreciation to Governor DeSantis and the Florida Legislature for continuing to allocate funding for the protection of the springs.

Mr. Armstrong informed the Board that the State Auditor General's Office will be performing a scheduled audit at the District during the next several months starting in April.

Mr. Armstrong stated that he recently spoke at the Annual WateReuse Symposium. In addition, the District was presented with an Award of Excellence for The One Water Florida Outreach and Education campaign initiative. This campaign was a collaboration with the Florida Department of Environmental Protection (DEP), the state's five water management districts, WateReuse Florida, utilities and other stakeholders.

## **Chair's Report**

### **10.1 Chair's Report**

Chair Schleicher stated the next meeting is scheduled for April 25 at 9:00 a.m., in the Tampa office.

### **10.2 Employee Milestones**

Chair Schleicher recognized staff that had reached milestones.

## **Adjournment**

The meeting adjourned at 10:41 a.m.

DRAFT



# Governing Board Meeting

## April 25, 2023

### 3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	<b>Discussion:</b> Information Item: Consent Item(s) Moved to Discussion .....	93
3.2	<b>Discussion:</b> Action Item: Investment Strategy Quarterly Update .....	94
3.3	<b>Submit &amp; File:</b> Information Item: Budget Transfer Report .....	106
3.4	<b>Submit &amp; File:</b> Information Item: Office of Inspector General Quarterly Update January 1 to March 31, 2023 .....	108

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**April 25, 2023**

**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:

Michael Molligan, Division Director, Employee, Outreach and General Services

Brandon Baldwin, Division Director, Business and IT Services

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**April 25, 2023**

**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, 2023.

Presenter:

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

## Quarterly Investment Report for Period Ended March 31, 2023

**Southwest Florida**  
*Water Management District*



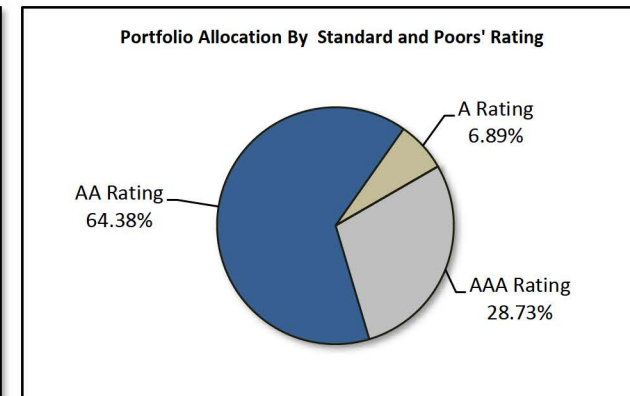
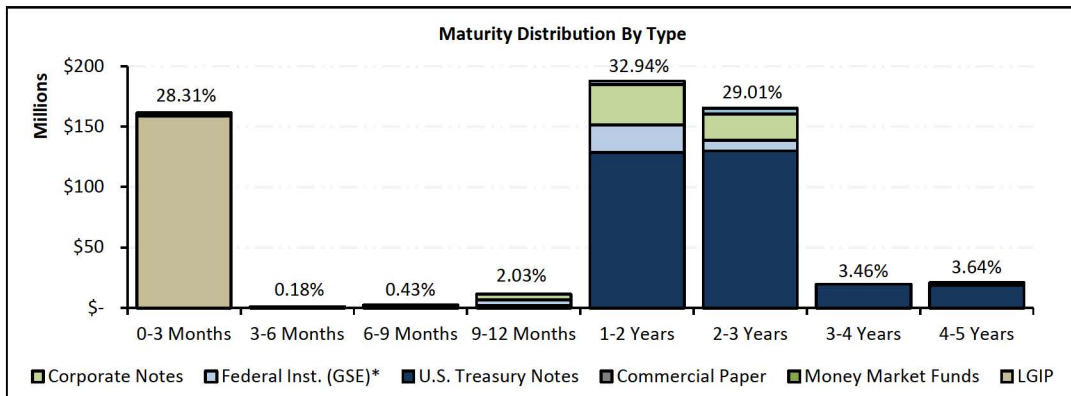
### Southwest Florida Water Management District Investment Program Review

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, 2023 to March 31, 2023

Southwest Florida Water Management District All Assets Portfolio	January 1, 2023 Beginning Balance	March 31, 2023 Ending Balance	Portfolio Characteristic	January 1, 2023 Beginning Balance	March 31, 2023 Ending Balance
Book Value Plus Accrued	\$ 595,272,070	\$ 581,869,752	Weighted Book Yield	2.69%	3.07%
Net Unrealized Gain/Loss	(17,333,431)	(11,764,869)	Weighted Duration	1.35 Years	1.41 Years
Net Pending Transactions	179,209	2,379			
Market Value Plus Accrued Net	\$ 578,117,848	\$ 570,107,262			
Individual Portfolio Characteristics	January 1, 2023 Beginning Balance	March 31, 2023 Ending Balance	March 31, 2023 Monthly Earnings	March 31, 2023 Quarterly Earnings	March 31, 2023 YTD Earnings
Liquid Portfolio (SBA-Florida Prime)	\$ 173,227,780	\$ 158,871,456	\$ 662,123	\$ 1,922,275	\$ 3,061,108
Short Term 1-3 Year	301,916,523	306,501,457	139,267	581,955	308,874
Medium Term 1-5 Year	102,973,545	104,734,349	84,008	195,223	308,263
Market Value Plus Accrued Net	\$ 578,117,848	\$ 570,107,262	\$ 885,398	\$ 2,699,453	\$ 3,678,245



See additional disclosures for footnotes.

## 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

01/01/2023 to 03/31/2023

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
<b>CASH</b>								<b>0.00%</b>			
Receivable	03/31/23	--								0.00%	AAA
CCYUSD	03/31/23	--	2,379.40	\$2,379.40	\$2,379.40	\$2,379.40	\$0.00	0.00%	N	0.00%	Aaa
0.00%	0.00	--		\$2,379.40	1.00	\$0.00			--	0.00%	
<b>CASH TOTAL</b>	<b>03/31/23</b>	<b>--</b>	<b>2,379.40</b>	<b>\$2,379.40</b>	<b>\$2,379.40</b>	<b>\$2,379.40</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>N</b>	<b>0.00%</b>	<b>AAA</b>
	<b>03/31/23</b>	<b>--</b>		<b>\$2,379.40</b>	<b>1.00</b>	<b>\$0.00</b>			<b>--</b>	<b>0.00%</b>	<b>Aaa</b>
<b>MMFUND</b>								<b>0.00%</b>			
FEDERATED HRMS GV O INST	03/31/23	--								4.67%	AAAm
60934NI04	03/31/23	--	842,452.38	\$842,452.38	\$842,452.38	\$842,452.38	\$0.00	0.20%	N	--	Aaa
4.66%	0.00	--		\$842,452.38	1.00	\$0.00			--	--	
<b>MMFUND TOTAL</b>	<b>03/31/23</b>	<b>--</b>	<b>842,452.38</b>	<b>\$842,452.38</b>	<b>\$842,452.38</b>	<b>\$842,452.38</b>	<b>\$0.00</b>	<b>0.20%</b>	<b>N</b>	<b>4.67%</b>	<b>AAAm</b>
	<b>03/31/23</b>	<b>--</b>		<b>\$842,452.38</b>	<b>1.00</b>	<b>\$0.00</b>			<b>--</b>	<b>--</b>	<b>Aaa</b>
<b>US GOV</b>								<b>0.00%</b>			
UNITED STATES TREASURY	02/15/24	10/27/21								0.57%	AA+
91282CBM2	02/15/24	10/28/21	2,310,000.00	\$2,286,448.83	\$2,219,766.78	\$2,220,125.72	(\$81,227.30)	0.54%	N	4.72%	Aaa
0.12%	0.86			\$2,300,994.08	96.09	\$358.94			--	--	
UNITED STATES TREASURY	03/31/24	06/09/22								2.75%	AA+
912828W71	03/31/24	06/10/22	1,700,000.00	1,681,406.25	1,658,628.80	1,658,727.50	(31,007.12)	0.40%	N	4.64%	Aaa
2.12%	0.97			1,689,635.92	97.57	98.70			--	--	
UNITED STATES TREASURY	04/15/24	10/27/21								0.64%	AA+
91282CBV2	04/15/24	10/28/21	19,125,000.00	19,001,733.44	18,306,220.50	18,339,321.46	(766,602.47)	4.46%	N	4.63%	Aaa
0.38%	1.01			19,072,822.97	95.72	33,100.96			--	--	
UNITED STATES TREASURY	04/30/24	07/07/22								3.07%	AA+
91282CEK3	04/30/24	07/08/22	5,225,000.00	5,172,341.82	5,108,863.92	5,163,711.99	(84,490.93)	1.26%	N	4.63%	Aaa
2.50%	1.04			5,193,354.85	97.78	54,848.07			--	--	
UNITED STATES TREASURY	06/15/24	10/27/21								0.69%	AA+
91282CCG4	06/15/24	10/28/21	4,925,000.00	4,868,247.06	4,682,212.28	4,685,831.61	(216,651.03)	1.14%	N	4.49%	Aaa
0.25%	1.18			4,898,863.31	95.07	3,619.33			--	--	
UNITED STATES TREASURY	06/30/24	05/12/22								2.62%	AA+
912828XX3	06/30/24	05/13/22	2,150,000.00	2,122,369.15	2,085,416.15	2,096,225.54	(48,246.85)	0.51%	N	4.49%	Aaa
2.00%	1.21			2,133,663.00	97.00	10,809.39			--	--	
UNITED STATES TREASURY	07/15/24	10/27/21								0.71%	AA+
91282CCL3	07/15/24	10/28/21	16,325,000.00	16,180,243.13	15,501,093.58	15,513,946.13	(754,788.40)	3.77%	N	4.43%	Aaa
0.38%	1.26			16,255,881.97	94.95	12,852.56			--	--	
UNITED STATES TREASURY	08/31/24	--								0.62%	AA+
912828U3	08/31/24	--	11,275,000.00	11,698,518.58	10,888,301.32	10,906,684.48	(585,360.92)	2.65%	N	4.40%	Aaa
1.88%	1.37			11,473,662.25	96.57	18,383.15			--	--	



## Portfolio Holdings

01/01/2023 to 03/31/2023

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 91282CCX7 0.38%	09/15/24 09/15/24 1.42	10/27/21 10/28/21	4,000,000.00	3,958,593.75 3,978,999.65	3,777,812.00 94.45	3,778,504.93 692.93	(201,187.65)	0.92%	N --	0.74% 4.35% --	AA+ Aaa
UNITED STATES TREASURY 9128282Y5 2.12%	09/30/24 09/30/24 1.45	06/09/22 06/10/22	2,450,000.00	2,410,378.90 2,424,009.73	2,371,906.25 96.81	2,372,048.50 142.25	(52,103.48)	0.58%	N --	2.85% 4.34% --	AA+ Aaa
UNITED STATES TREASURY 91282CFN6 4.25%	09/30/24 09/30/24 1.44	11/28/22 11/29/22	14,315,000.00	14,245,102.57 14,258,163.54	14,293,198.26 99.85	14,294,860.52 1,662.26	35,034.71	3.48%	N --	4.53% 4.36% --	AA+ Aaa
UNITED STATES TREASURY 91282CFQ9 4.38%	10/31/24 10/31/24 1.49	11/28/22 11/29/22	3,515,000.00	3,507,036.35 3,508,472.33	3,517,745.22 100.08	3,582,316.35 64,571.13	9,272.88	0.87%	N --	4.50% 4.32% --	AA+ Aaa
UNITED STATES TREASURY 912828G38 2.25%	11/15/24 11/15/24 1.56	07/07/22 07/08/22	1,845,000.00	1,811,847.66 1,821,936.66	1,786,406.49 96.82	1,802,117.02 15,710.53	(35,530.17)	0.44%	N --	3.05% 4.29% --	AA+ Aaa
UNITED STATES TREASURY 91282CDH1 0.75%	11/15/24 11/15/24 1.58	-- --	7,165,000.00	7,026,572.28 7,083,666.91	6,770,645.56 94.50	6,790,982.69 20,337.12	(313,021.35)	1.65%	N --	1.46% 4.29% --	AA+ Aaa
UNITED STATES TREASURY 91282CFX4 4.50%	11/30/24 11/30/24 1.57	01/26/23 01/30/23	5,875,000.00	5,895,883.79 5,894,164.05	5,895,885.62 100.36	5,984,494.83 88,609.20	1,721.57	1.46%	N --	4.29% 4.27% --	AA+ Aaa
UNITED STATES TREASURY 912828YY0 1.75%	12/31/24 12/31/24 1.69	03/09/22 03/11/22	15,100,000.00	15,071,097.66 15,081,915.73	14,479,480.60 95.89	14,545,908.09 66,427.49	(602,435.13)	3.54%	N --	1.82% 4.21% --	AA+ Aaa
UNITED STATES TREASURY 91282CGD7 4.25%	12/31/24 12/31/24 1.65	03/08/23 03/10/23	2,700,000.00	2,657,812.50 2,659,204.15	2,701,161.00 100.04	2,730,006.99 28,845.99	41,956.85	0.66%	N --	5.16% 4.22% --	AA+ Aaa
UNITED STATES TREASURY 91282CDZ1 1.50%	02/15/25 02/15/25 1.82	03/09/22 03/11/22	15,100,000.00	14,955,488.28 15,006,773.07	14,378,038.80 95.22	14,406,194.88 28,156.08	(628,734.27)	3.50%	N --	1.84% 4.17% --	AA+ Aaa
UNITED STATES TREASURY 912828ZF0 0.50%	03/31/25 03/31/25 1.95	-- --	4,750,000.00	4,720,439.47 4,731,587.72	4,428,263.50 93.23	4,428,328.39 64.89	(303,324.22)	1.08%	N --	0.70% 4.06% --	AA+ Aaa
UNITED STATES TREASURY 9128284F4 2.62%	03/31/25 03/31/25 1.92	04/27/22 04/28/22	14,600,000.00	14,570,343.75 14,579,604.40	14,198,500.00 97.25	14,199,547.13 1,047.13	(381,104.40)	3.45%	N --	2.70% 4.07% --	AA+ Aaa
UNITED STATES TREASURY 91282CEQ0 2.75%	05/15/25 05/15/25 2.02	06/09/22 06/10/22	9,450,000.00	9,388,353.49 9,404,922.05	9,196,768.35 97.32	9,295,118.83 98,350.48	(208,153.70)	2.26%	N --	2.98% 4.08% --	AA+ Aaa

## Portfolio Holdings

01/01/2023 to 03/31/2023

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 9128284R8 2.88%	05/31/25 05/31/25 2.05	07/07/22 07/08/22	13,000,000.00	12,928,398.44 12,946,083.75	12,682,618.00 97.56	12,807,885.86 125,267.86	(263,465.75)	3.11%	N --	3.07% 4.06% --	AA+ Aaa
UNITED STATES TREASURY 91282CEY3 3.00%	07/15/25 07/15/25 2.18	-- --	8,135,000.00	7,839,559.40 7,849,731.87	7,955,460.55 97.79	8,006,697.57 51,237.02	105,728.68	1.95%	N --	4.63% 4.02% --	AA+ Aaa
UNITED STATES TREASURY 912828Y79 2.88%	07/31/25 07/31/25 2.22	08/29/22 08/30/22	13,750,000.00	13,534,082.03 13,575,852.86	13,416,988.75 97.58	13,482,510.16 65,521.41	(158,864.11)	3.28%	N --	3.44% 3.97% --	AA+ Aaa
UNITED STATES TREASURY 91282CFE6 3.12%	08/15/25 08/15/25 2.26	08/29/22 08/30/22	10,370,000.00	10,276,832.08 10,294,574.55	10,168,676.82 98.06	10,208,960.83 40,284.01	(125,897.73)	2.48%	N --	3.45% 3.99% --	AA+ Aaa
UNITED STATES TREASURY 91282CFW6 4.50%	11/15/25 11/15/25 2.42	11/28/22 11/29/22	14,200,000.00	14,309,828.20 14,298,023.78	14,398,572.80 101.40	14,640,404.29 241,831.49	100,549.02	3.56%	N --	4.22% 3.93% --	AA+ Aaa
UNITED STATES TREASURY 912828M56 2.25%	11/15/25 11/15/25 2.49	11/28/22 11/29/22	11,075,000.00	10,475,825.22 10,541,101.02	10,615,996.62 95.86	10,710,302.39 94,305.77	74,895.60	2.60%	N --	4.21% 3.93% --	AA+ Aaa
UNITED STATES TREASURY 91282CGA3 4.00%	12/15/25 12/15/25 2.52	01/17/23 01/18/23	7,800,000.00	7,824,679.67 7,823,154.77	7,824,983.40 100.32	7,916,697.69 91,714.29	1,828.63	1.93%	N --	3.88% 3.87% --	AA+ Aaa
UNITED STATES TREASURY 91282CGE5 3.88%	01/15/26 01/15/26 2.60	01/26/23 01/30/23	9,750,000.00	9,747,714.89 9,747,881.99	9,746,187.75 99.96	9,825,507.50 79,319.75	(1,694.24)	2.39%	N --	3.88% 3.89% --	AA+ Aaa
UNITED STATES TREASURY 91282CBH3 0.38%	01/31/26 01/31/26 2.77	03/15/21 03/16/21	4,450,000.00	4,355,263.68 4,394,512.48	4,036,635.05 90.71	4,039,400.93 2,765.88	(357,877.43)	0.98%	N --	0.82% 3.86% --	AA+ Aaa
UNITED STATES TREASURY 91282CBQ3 0.50%	02/28/26 02/28/26 2.84	10/27/21 10/28/21	850,000.00	829,812.50 836,348.94	771,972.55 90.82	772,342.12 369.57	(64,376.40)	0.19%	N --	1.06% 3.86% --	AA+ Aaa
UNITED STATES TREASURY 9128286F2 2.50%	02/28/26 02/28/26 2.77	03/08/23 03/10/23	10,000,000.00	9,384,375.00 9,396,049.11	9,626,950.00 96.27	9,648,689.13 21,739.13	230,900.89	2.35%	N --	4.74% 3.86% --	AA+ Aaa
UNITED STATES TREASURY 91282CBT7 0.75%	03/31/26 03/31/26 2.92	04/22/21 04/23/21	6,000,000.00	5,987,578.14 5,992,407.08	5,484,846.00 91.41	5,484,968.95 122.95	(507,561.08)	1.33%	N --	0.79% 3.81% --	AA+ Aaa
UNITED STATES TREASURY 91282CBW0 0.75%	04/30/26 04/30/26 2.98	07/08/21 07/09/21	2,450,000.00	2,454,210.94 2,452,715.97	2,231,989.20 91.10	2,239,704.67 7,715.47	(220,726.77)	0.54%	N --	0.71% 3.84% --	AA+ Aaa

## Portfolio Holdings

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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 91282CCJ8 0.88%	06/30/26 06/30/26 3.14	07/22/21 07/23/21	1,435,000.00	1,446,435.16 1,442,570.21	1,307,363.92 91.11	1,310,520.33 3,156.41	(135,206.29)	0.32%	N --	0.71% 3.81% --	AA+ Aaa
UNITED STATES TREASURY 91282CCW9 0.75%	08/31/26 08/31/26 3.31	10/27/21 10/28/21	5,225,000.00	5,131,317.38 5,158,417.00	4,718,013.02 90.30	4,721,420.63 3,407.61	(440,403.98)	1.15%	N --	1.13% 3.81% --	AA+ Aaa
UNITED STATES TREASURY 91282CCZ2 0.88%	09/30/26 09/30/26 3.39	10/27/21 10/28/21	2,090,000.00	2,063,303.51 2,070,884.33	1,891,286.98 90.49	1,891,336.95 49.97	(179,597.35)	0.46%	N --	1.14% 3.80% --	AA+ Aaa
UNITED STATES TREASURY 912828U24 2.00%	11/15/26 11/15/26 3.42	11/28/22 11/29/22	1,400,000.00	1,294,781.25 1,303,189.13	1,315,617.80 93.97	1,326,214.49 10,596.69	12,428.67	0.32%	N --	4.07% 3.80% --	AA+ Aaa
UNITED STATES TREASURY 912828V98 2.25%	02/15/27 02/15/27 3.65	01/26/23 01/30/23	815,000.00	771,862.30 773,543.88	771,384.46 94.65	773,663.98 2,279.52	(2,159.42)	0.19%	N --	3.67% 3.74% --	AA+ Aaa
UNITED STATES TREASURY 91282CEC1 1.88%	02/28/27 02/28/27 3.71	03/09/22 03/11/22	2,075,000.00	2,075,972.66 2,075,777.20	1,934,371.02 93.22	1,937,754.18 3,383.15	(141,406.18)	0.47%	N --	1.87% 3.75% --	AA+ Aaa
UNITED STATES TREASURY 91282CEF4 2.50%	03/31/27 03/31/27 3.76	04/27/22 04/28/22	1,865,000.00	1,841,031.84 1,845,312.73	1,779,618.44 95.42	1,779,745.83 127.39	(65,694.30)	0.43%	N --	2.78% 3.74% --	AA+ Aaa
UNITED STATES TREASURY 91282CEN7 2.75%	04/30/27 04/30/27 3.77	08/29/22 08/30/22	1,275,000.00	1,244,071.29 1,247,744.74	1,227,636.30 96.29	1,242,358.68 14,722.38	(20,108.44)	0.30%	N --	3.31% 3.74% --	AA+ Aaa
UNITED STATES TREASURY 91282CET4 2.62%	05/31/27 05/31/27 3.86	06/09/22 06/10/22	2,300,000.00	2,254,988.29 2,261,864.58	2,203,059.60 95.79	2,223,295.18 20,235.58	(58,804.98)	0.54%	N --	3.05% 3.73% --	AA+ Aaa
UNITED STATES TREASURY 9128282R0 2.25%	08/15/27 08/15/27 4.10	08/29/22 08/30/22	3,800,000.00	3,619,054.69 3,638,903.64	3,581,500.00 94.25	3,592,128.45 10,628.45	(57,403.64)	0.87%	N --	3.30% 3.68% --	AA+ Aaa
UNITED STATES TREASURY 91282CAL5 0.38%	09/30/27 09/30/27 4.38	11/28/22 11/29/22	3,800,000.00	3,211,296.89 3,248,957.40	3,282,250.00 86.38	3,282,288.93 38.93	33,292.60	0.80%	N --	3.92% 3.69% --	AA+ Aaa
UNITED STATES TREASURY 91282CFZ9 3.88%	11/30/27 11/30/27 4.19	01/26/23 01/30/23	4,200,000.00	4,253,812.50 4,252,167.70	4,239,702.60 100.95	4,294,250.68 54,548.08	(12,465.10)	1.04%	N --	3.58% 3.65% --	AA+ Aaa
UNITED STATES TREASURY 91282CBB6 0.62%	12/31/27 12/31/27 4.59	03/09/23 03/13/23	2,500,000.00	2,112,402.34 2,116,255.79	2,171,485.00 86.86	2,175,412.83 3,927.83	55,229.21	0.53%	N --	4.23% 3.66% --	AA+ Aaa

## Portfolio Holdings

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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
<b>US GOV TOTAL</b>	<b>06/07/25 06/07/25 2.08</b>	<b>-- --</b>	<b>308,510,000.00</b>	<b>\$304,498,749.00 \$305,036,324.88</b>	<b>\$297,631,481.62 96.57</b>	<b>\$299,129,466.80 \$1,497,985.17</b>	<b>(\$7,404,843.25)</b>	<b>72.74%</b>	<b>N --</b>	<b>2.65% 4.12% --</b>	<b>AA+ Aaa</b>
<b>GSE</b>								<b>0.00%</b>			
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G0V34 2.50%	02/05/24 02/05/24 0.82	11/15/19 11/18/19	4,500,000.00	\$4,648,905.00 \$4,530,814.91	\$4,413,698.68 98.08	\$4,431,198.68 \$17,500.00	(\$117,116.23)	1.08%	N --	1.68% 4.84% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 3130A1XJ2 2.88%	06/14/24 06/14/24 1.16	09/10/19 09/12/19	3,750,000.00	3,968,737.50 3,806,910.93	3,678,227.96 98.09	3,710,272.23 32,044.27	(128,682.97)	0.90%	N --	1.60% 4.52% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EKVV4 1.85%	07/26/24 07/26/24 1.27	09/09/19 09/12/19	5,000,000.00	5,069,850.00 5,019,455.67	4,812,758.65 96.26	4,829,460.04 16,701.39	(206,697.02)	1.17%	N --	1.55% 4.81% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 3130AJM22 0.44%	08/28/24 08/28/24 1.37	09/14/20 09/15/20	2,000,000.00	2,012,280.00 2,004,413.11	1,891,554.96 94.58	1,892,361.63 806.67	(112,858.15)	0.46%	N --	0.28% 4.45% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EK4Y9 1.65%	11/01/24 11/01/24 1.53	05/01/20 05/04/20	1,700,000.00	1,780,155.00 1,728,485.35	1,630,792.30 95.93	1,642,479.80 11,687.50	(97,693.04)	0.40%	N --	0.58% 4.34% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G0X24 1.62%	01/07/25 01/07/25 1.71	-- --	11,250,000.00	11,833,764.00 11,494,476.34	10,749,324.60 95.55	10,791,980.85 42,656.25	(745,151.74)	2.62%	N --	0.39% 4.27% --	AA+ Aaa
FEDERAL HOME LOAN MORTGAGE CORP 3137EAEU9 0.38%	07/21/25 07/21/25 2.25	07/21/20 07/23/20	3,285,000.00	3,268,640.70 3,277,398.44	3,020,477.67 91.95	3,022,872.99 2,395.31	(256,920.76)	0.74%	N --	0.48% 4.07% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G05X7 0.38%	08/25/25 08/25/25 2.34	08/25/20 08/27/20	4,865,000.00	4,842,231.80 4,853,977.94	4,451,282.88 91.50	4,453,107.26 1,824.38	(402,695.06)	1.08%	N --	0.47% 4.13% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G06G3 0.50%	11/07/25 11/07/25 2.53	11/09/20 11/12/20	1,595,000.00	1,589,289.90 1,592,002.03	1,458,289.31 91.43	1,461,479.31 3,190.00	(133,712.71)	0.36%	N --	0.57% 4.00% --	AA+ Aaa

## Portfolio Holdings

01/01/2023 to 03/31/2023

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
<b>GSE TOTAL</b>	<b>11/30/24</b> <b>11/30/24</b> <b>1.61</b>	-- --	<b>37,945,000.00</b>	<b>\$39,013,853.90</b> <b>\$38,307,934.72</b>	<b>\$36,106,407.03</b> <b>95.21</b>	<b>\$36,235,212.79</b> <b>\$128,805.76</b>	<b>(\$2,201,527.69)</b>	<b>8.81%</b>	<b>N</b> --	<b>0.84%</b> <b>4.41%</b> --	<b>AA+</b> <b>Aaa</b>
<b>MUNI</b>								<b>0.00%</b>			
ARIZONA ST TRANSN BRD HWY REV 040654XU4 1.96%	07/01/24 07/01/24 1.21	01/10/20 02/12/20	3,100,000.00	\$3,100,000.00 \$3,100,000.00	\$3,001,482.00 96.82	\$3,016,656.50 \$15,174.50	(\$98,518.00)	0.73%	N --	1.96% 4.60% --	AA+ Aa1
FLORIDA ST BRD ADMIN FIN CORP REV 341271AD6 1.26%	07/01/25 07/01/25 2.17	04/22/22 04/26/22	3,000,000.00	2,803,110.00 2,858,521.09	2,789,430.00 92.98	2,798,865.00 9,435.00	(69,091.09)	0.68%	N --	3.45% 4.58% --	AA Aa3
OKLAHOMA CITY WATER UTILITIES TRUST 67865EAC6 3.29%	07/01/25 07/01/25 2.12	07/08/22 07/26/22	2,000,000.00	2,000,000.00 2,000,000.00	1,955,120.00 97.76	1,971,555.00 16,435.00	(44,880.00)	0.48%	N --	3.29% 4.34% --	AAA Aaa
NEW YORK N Y 64966QC99 3.86%	05/01/27 05/01/27 3.67	05/20/22 05/26/22	1,170,000.00	1,170,000.00 1,170,000.00	1,146,717.00 98.01	1,165,544.25 18,827.25	(23,283.00)	0.28%	N --	3.86% 4.40% --	AA Aa2
OKLAHOMA CITY WATER UTILITIES TRUST 67865EAE2 3.50%	07/01/27 07/01/27 3.87	07/08/22 07/26/22	1,050,000.00	1,050,000.00 1,050,000.00	1,021,251.00 97.26	1,030,435.88 9,184.88	(28,749.00)	0.25%	N --	3.50% 4.21% --	AAA Aaa
<b>MUNI TOTAL</b>	<b>08/13/25</b> <b>08/13/25</b> <b>2.22</b>	-- --	<b>10,320,000.00</b>	<b>\$10,123,110.00</b> <b>\$10,178,521.09</b>	<b>\$9,914,000.00</b> <b>96.11</b>	<b>\$9,983,056.62</b> <b>\$69,056.62</b>	<b>(\$264,521.09)</b>	<b>2.43%</b>	<b>N</b> --	<b>3.02%</b> <b>4.48%</b> --	<b>AA+</b> <b>Aa2</b>
<b>CORP</b>								<b>0.00%</b>			
APPLE INC 037833DV9 0.75%	05/11/23 05/11/23 0.11	05/05/20 05/11/20	1,700,000.00	\$1,695,376.00 \$1,699,827.89	\$1,693,044.67 99.59	\$1,698,003.00 \$4,958.33	(\$6,783.22)	0.41%	N --	0.84% 4.44% --	AA+ Aaa
MICROSOFT CORP 594918BQ6 2.00%	08/08/23 08/08/23 0.35	04/28/20 04/30/20	1,000,000.00	1,044,020.00 1,002,699.82	989,922.49 98.99	992,866.93 2,944.44	(12,777.33)	0.24%	Y 06/08/23	0.57% 4.89% 7.47%	AAA Aaa
PEPSICO INC 713448FB9 0.40%	10/07/23 10/07/23 0.50	10/06/20 10/07/20	2,530,000.00	2,528,557.90 2,529,750.44	2,471,029.50 97.67	2,475,920.83 4,891.33	(58,720.95)	0.60%	N --	0.42% 5.03% --	A+ A1
CATERPILLAR FINANCIAL SERVICES CORP 14913R2S5 0.95%	01/10/24 01/10/24 0.75	01/03/22 01/10/22	5,060,000.00	5,059,190.40 5,059,684.06	4,906,766.45 96.97	4,917,582.20 10,815.75	(152,917.61)	1.20%	N --	0.96% 4.98% --	A A2

## Portfolio Holdings

01/01/2023 to 03/31/2023

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
AMAZON.COM INC 023135CD6 2.73%	04/13/24 04/13/24 0.99	04/11/22 04/13/22	4,720,000.00	4,720,000.00 4,720,000.00	4,625,656.17 98.00	4,685,788.97 60,132.80	(94,343.83)	1.14%	N --	2.73% 4.73% --	AA A1
AMAZON.COM INC 023135BW5 0.45%	05/12/24 05/12/24 1.09	05/11/21 05/12/21	4,225,000.00	4,218,831.50 4,222,700.41	4,048,103.26 95.81	4,055,444.20 7,340.94	(174,597.14)	0.99%	N --	0.50% 4.34% --	AA A1
PACCAR FINANCIAL CORP 69371RR81 3.15%	06/13/24 06/13/24 1.15	06/06/22 06/13/22	4,490,000.00	4,488,967.30 4,489,372.82	4,399,756.52 97.99	4,442,187.02 42,430.50	(89,616.30)	1.08%	N --	3.16% 4.89% --	A+ A1
WALMART INC 931142EL3 2.85%	07/08/24 07/08/24 1.22	05/07/20 05/11/20	1,750,000.00	1,889,597.50 1,791,177.43	1,710,405.18 97.74	1,721,904.14 11,498.96	(80,772.25)	0.42%	Y 06/08/24	0.85% 4.70% 4.83%	AA Aa2
PACCAR FINANCIAL CORP 69371RR40 0.50%	08/09/24 08/09/24 1.32	08/03/21 08/09/21	2,710,000.00	2,708,536.60 2,709,334.38	2,556,048.61 94.32	2,558,005.83 1,957.22	(153,285.77)	0.62%	N --	0.52% 4.88% --	A+ A1
CATERPILLAR FINANCIAL SERVICES CORP 14913R2P1 0.60%	09/13/24 09/13/24 1.41	09/08/21 09/14/21	5,045,000.00	5,038,138.80 5,041,667.96	4,767,209.69 94.49	4,768,723.19 1,513.50	(274,458.27)	1.16%	N --	0.65% 4.57% --	A A2
TOYOTA MOTOR CREDIT CORP 89236TJN6 0.62%	09/13/24 09/13/24 1.41	09/08/21 09/13/21	5,200,000.00	5,197,556.00 5,198,814.26	4,910,912.45 94.44	4,912,537.45 1,625.00	(287,901.82)	1.19%	N --	0.64% 4.63% --	A+ A1
PACCAR FINANCIAL CORP 69371RR57 0.90%	11/08/24 11/08/24 1.55	11/02/21 11/08/21	3,875,000.00	3,874,767.50 3,874,875.06	3,654,841.37 94.32	3,668,694.50 13,853.12	(220,033.69)	0.89%	N --	0.90% 4.62% --	A+ A1
TOYOTA MOTOR CREDIT CORP 89236TJT3 1.45%	01/13/25 01/13/25 1.72	01/10/22 01/13/22	2,595,000.00	2,591,522.70 2,592,913.37	2,455,410.43 94.62	2,463,563.06 8,152.62	(137,502.94)	0.60%	N --	1.50% 4.63% --	A+ A1
AMAZON.COM INC 023135CE4 3.00%	04/13/25 04/13/25 1.92	04/11/22 04/13/22	4,175,000.00	4,168,361.75 4,170,436.46	4,070,137.53 97.49	4,128,587.53 58,450.00	(100,298.93)	1.00%	N --	3.06% 4.30% --	AA A1
HOME DEPOT INC 437076CM2 2.70%	04/15/25 04/15/25 1.92	03/24/22 03/28/22	2,280,000.00	2,276,010.00 2,277,309.05	2,203,410.40 96.64	2,231,796.40 28,386.00	(73,898.65)	0.54%	Y 03/15/25	2.76% 4.44% 4.51%	A A2
PACCAR FINANCIAL CORP 69371RR99 3.55%	08/11/25 08/11/25 2.22	08/03/22 08/11/22	1,555,000.00	1,553,895.95 1,554,120.39	1,518,074.75 97.63	1,525,741.77 7,667.01	(36,045.64)	0.37%	N --	3.58% 4.62% --	A+ A1



## Portfolio Holdings

01/01/2023 to 03/31/2023

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 2.25	08/01/22 08/09/22	1,685,000.00	1,683,449.80 1,683,772.98	1,640,688.21 97.37	1,647,362.68 6,674.47	(43,084.78)	0.40%	N --	3.13% 4.28% --	AA- Aa3
WALMART INC 931142EV9 3.90%	09/09/25 09/09/25 2.30	09/06/22 09/09/22	5,325,000.00	5,321,272.50 5,321,939.34	5,306,096.73 99.65	5,318,787.98 12,691.25	(15,842.62)	1.29%	N --	3.92% 4.05% --	AA Aa2
HOME DEPOT INC 437076CRI 4.00%	09/15/25 09/15/25 2.26	09/12/22 09/19/22	200,000.00	199,928.00 199,939.57	198,409.36 99.20	198,764.91 355.56	(1,530.22)	0.05%	Y 08/15/25	4.01% 4.34% 4.36%	A A2
PEPSICO INC 713448FQ6 4.55%	01/13/26 02/13/26 2.59	02/13/23 02/15/23	5,005,000.00	5,002,097.10 5,002,207.95	5,088,568.59 101.67	5,117,667.10 29,098.51	86,360.63	1.24%	Y 01/13/26	4.57% 3.93% 3.91%	A+ A1
COLGATE-PALMOLIVE CO 194162AQ6 4.80%	03/02/26 03/02/26 2.70	02/27/23 03/01/23	1,475,000.00	1,473,289.00 1,473,334.51	1,507,408.58 102.20	1,513,308.58 5,900.00	34,074.07	0.37%	N --	4.84% 3.99% --	AA- Aa3
<b>CORP TOTAL</b>	<b>10/30/24 11/02/24 1.51</b>	<b>-- --</b>	<b>66,600,000.00</b>	<b>\$66,733,366.30 \$66,615,878.18</b>	<b>\$64,721,900.94 97.24</b>	<b>\$65,043,238.27 \$321,337.33</b>	<b>(\$1,893,977.24)</b>	<b>15.82%</b>	<b>--</b>	<b>2.04% 4.53% 4.55%</b>	<b>A+ A1</b>
<b>PORTFOLIO TOTAL</b>	<b>04/17/25 04/17/25 1.95</b>	<b>-- --</b>	<b>424,219,831.78</b>	<b>\$421,213,910.98 \$420,983,490.65</b>	<b>\$409,218,621.37 96.35</b>	<b>\$411,235,806.26 \$2,017,184.89</b>	<b>(\$11,764,869.28)</b>	<b>100.00%</b>	<b>--</b>	<b>2.40% 4.22% 4.55%</b>	<b>AA Aa1</b>

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**April 25, 2023**

**Submit & File: Information Item: Budget Transfer Report**

*Purpose*

Provide the Budget Transfer Report covering all budget transfers made during the month of March 2023.

*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 2023.

Staff Recommendation:

Present the Budget Transfer Report for the Board's information. No action required.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**Budget Transfer Report**  
**March 2023**

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category	Reason For Transfer	Transfer Amount
<b><u>Consistent with Original Budget Intent</u></b>				
1	Natural Systems & Restoration Consultant Services Contracted Construction	Natural Systems & Restoration Consultant Services Contracted Construction	Funds originally appopriated by the state from the Ecosystem Trust Fund for Surface Water Improvement and Management (SWIM) projects were transferred from one SWIM project to another per the Florida Department of Environmental Protection. The Palm River Restoration project was completed under budget, leaving a balance of Ecosystem Trust Fund dollars to reallocate to the Little Manatee River Ecosystem Restoration Area 8 project. The state funds are offsetting Distrct ad valorem that was already budgeted for the project.	\$ 16,871.36
2	Operations Consultant Services	Engineering & Project Management Consultant Services	Funds are needed for the original purpose budgeted for consultant services to update two Emergency Action Plans (EAP) for District-owned High Hazard Facilities. The funds were transferred to the Project Management Section to manage the EAP updates.	100,000.00
Total Consistent with Original Budget Intent				<b>\$ 116,871.36</b>
Total Amount Transferred				<b>\$ 116,871.36</b>

.....  
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 25, 2023**

**Submit & File: Information Item: Office of Inspector General Quarterly Update January 1 to March 31, 2023**

*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



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# 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)

### Joel Schleicher

Chair, Charlotte, Sarasota

### Ed Armstrong

Vice Chair, Pinellas

### Michelle Williamson

Secretary, Hillsborough

### John Mitten

Treasurer, Hernando, Marion

### Kelly S. Rice

Former Chair, Citrus, Lake,  
Levy, Sumter

### Ashley Bell Barnett

Polk

### Jack Bispham

Manatee

### John Hall

Polk

### James Holton

Pinellas

### Dustin Rowland

Pasco

### Robert Stern

Hillsborough

### Brian J. Armstrong, P.G.

Executive Director

April 25, 2023

## MEMORANDUM

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

FROM: Brian Werthmiller, CPA, Inspector General

SUBJECT: Office of Inspector General Quarterly Update 1/1/23 – 3/31/23

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, 2023:

- The OIG quarterly update for the quarter ending December 31, 2022 was submitted to the Governing Board on January 24, 2023.
- The OIG's 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 24, 2023. The audit plan is the result of a District-wide risk assessment and reflects individual audits planned over the next 12 months and long-term. A risk assessment takes into consideration factors that might influence the operational success of a component or activity within the District. To ensure the audit plan included the priorities of the Governing Board and the District, meetings with the Governing Board, District management, and District staff was included as part of the risk assessment to solicit their views on risk facing the District. In addition, District strategies, objectives and priorities, prior audits, budgets, and associated risks were considered in developing the audit plan.
- Three complaints were closed with no investigation considered necessary by the OIG.
- The OIG initiated 23 reviews per the requests of management and external government entities. In March 2023, the Auditor General's office (AG) has started their audit of the District. Their audit period is 10/1/21 to 3/31/23. The last time the AG audited the District was approximately 3 years ago. The approximate timeframe of that audit from start to release of their audit report was about 7 months.
- Beginning in November 2021, the District was subject to fraudulent transactions and attempts for additional fraudulent transactions from its bank account. The last fraudulent transaction was June 3, 2022. To date, the District has been reimbursed for all fraudulent transactions.

<b>Office of Inspector General Performance Measures</b>		
<b>Performance Measure</b>	<b>Goal</b>	<b>Status Through 3/31/2023</b>
Complete follow-up on the disciplinary actions recommendation from FY 2022	Complete by September 2023	Open
Complete follow-up on the conflict of interest recommendation from FY 2022	Complete by September 2023	Open
Complete follow-up on the increases in pay recommendation from FY 2022	Complete by September 2023	Open
Complete follow-up on the use of District vehicles recommendation from FY 2022	Complete by September 2023	Open
Complete a Cybersecurity Audit	Complete by December 2023 <sup>1</sup>	Open
Appropriate time allocated to efforts resulting in reporting to the Board	65% of Chargeable Hours	79%
<b>Performance Measure</b>	<b>Goal</b>	<b>Status Through 3/31/2023</b>
Risk Assessment and audit plan	Submit the audit plan to the Board by January 2023	Completed January 2023
Inspector General FY 2023 Annual Report	Submit to the Board September 2023	Open
Updates to the Finance/Outreach & Planning Committee including IG performance measures	Submit to the Board the month following each quarter-end	50%

<sup>1</sup> The Auditor General's audit began in FY 2023, goal is to complete by December 2023.



# Governing Board Meeting

April 25, 2023

## 4. RESOURCE MANAGEMENT COMMITTEE

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**RESOURCE MANAGEMENT COMMITTEE**

**April 25, 2023**

**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

**RESOURCE MANAGEMENT COMMITTEE****April 25, 2023****Discussion: Action Item: Fiscal Year 2024 Cooperative Funding Update***Purpose*

To provide the Board an update on fiscal year (FY) 2024 Cooperative Funding projects that have been recommended by staff, review any revised project evaluations, and to review the remaining Cooperative Funding process and timeline.

*Background*

The Cooperative Funding Initiative (CFI) application deadline was Friday, October 14, 2022: 66 applications were received totaling \$132 million in District funding requests. To date, three projects have been withdrawn and the revised total District funding request for FY2024 is \$100.9 million. The applications include eight alternative water supply (AWS) projects requesting \$75.2 million, one Springs project requesting \$1.3 million, 16 ongoing (1A) projects requesting \$11.3 million, and 38 new projects requesting \$13.0 million in FY2024.

District staff evaluated, scored, and prepared preliminary evaluations and rankings for each project and presented them to the Governing Board in February. Since February, several evaluations have been updated for consistency with the recently revised CFI Policy. 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 FY2024 Recommended Annual Service Budget (RASB) in June. The projects recommended for FY2024 funding include eight AWS projects, 16 ongoing (1A) projects, one Springs project and six new CFI projects (Q373, Q371, Q387, Q391, Q357, and W024). A summary of the District's share and number of projects, based upon staff recommendation, is listed below by Board Priority.

<b>Priority</b>	<b>Recommended FY2024 Funding</b>	<b>Recommended Future Funding</b>
AWS	\$75.2M (8)	\$511.7M (7)
1A	\$11.3M (16)	\$2.4M (8)
Springs	\$1.3M (1)	-
CFI	\$2.5M (6)	-
<b>Total District Share</b>	<b>\$90.4M (31)</b>	<b>\$514.1M (15)</b>

The one recommended Springs Initiative project is pending Florida Department of Environmental Protection (FDEP) approval. The project, WH07 – Springs – Citrus County Old Homosassa Park Septic to Sewer, accounts for \$1,303,250 of the District's FY2024 share in the table above. Since FDEP approval is not expected before the June Governing Board meeting, this project will be excluded from the CFI budget.

Staff requests the funding for the four PRWC projects presented (Q184, Q216, Q308 and Q309) be provided by transferring the funds in the current year from the H094 – Polk Partnership funds previously budgeted. Since FY2015, \$65 million has been budgeted per Resolutions 15-07 and 18-06, and approximately \$38.7 million remains available for Board approved regional AWS projects. These projects are in the recommended AWS Priority projects and account for \$30,534,500 of the District's FY2024 share in the table above. If these projects are approved by the Governing Board along with the budget transfer, these projects will be excluded from the RASB.

In addition, the recommended projects where the District serves as the lead party (Type 4) will include an additional \$3,438,625 in the RASB from outside revenue sources.

The following is a table summarizing these changes.

	<b>FY24 District Funding</b>
Staff Recommended Projects	\$90,358,271
Springs Projects pending FDEP approval	(\$1,303,250)
PRWC Polk Partnership funds	(\$30,534,500)
Outside Revenue (Type 4)	\$3,438,625
<b>RASB Total</b>	<b>\$61,959,146</b>

With the changes noted above, the total funding recommendation to be included in the FY2024 RASB for CFI is \$61,959,146.

**Staff Recommendation:**

1. Approve budget transfer from H094 Polk Partnership for a total amount of \$30,534,500 to
  - a. Q184 - Brackish - Polk Regional Water Cooperative Southeast Wellfield Implementation for \$9,100,000;
  - b. Q216 - Interconnects - Polk Regional Water Cooperative Regional Transmission Southeast for \$9,300,000;
  - c. Q308 - Brackish - Polk Regional Water Cooperative West Polk Wellfield for \$11,300,000;
  - d. Q309 - Brackish - Polk Regional Water Cooperative Test Production Well #2 West Polk Wellfield for \$834,500
2. Approve staff recommendation to include the four remaining AWS, the sixteen 1A, and the six new CFI projects (Q373, Q371, Q387, Q391, Q357, and W024) in the District's FY2024 RASB in the amount of \$61,959,146.

**Presenters:**

Kevin Wills, CFI Program Lead, Engineering and Project Management  
 Jay Hoecker, Bureau Chief, Water Resources

**RESOURCE MANAGEMENT COMMITTEE****April 25, 2023****Discussion: Action Item: FARMS – Bayside Sod (H813), Manatee County***Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Bayside Sod Inc., and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$378,829 (72 percent of total project costs). Of this amount, \$378,829 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$528,210.

*Project Proposal*

The District received a project proposal from Bayside Sod Inc. for their property consisting of 301 acres located in the northeast of Manatee County, 14 miles east of Parrish, within the Southern Water Use Caution Area (SWUCA), and the Little Manatee River, and Manatee River watersheds. This project will involve the construction of a 3-acre reservoir to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used for daily irrigation of 212 acres of sod. The Water Use Permit (WUP) authorizes annual average groundwater withdrawals of 663,200 gallons per day (gpd). FARMS project components consist of a surface water pump that is incorporated into the linear overhead irrigation system, system automation, filtration, and fertigation. This linear overhead irrigation system will convert the site from seepage irrigation to microirrigation and reduce surface water runoff to adjacent watersheds.

*Benefits/Costs*

The proposed project involves water quantity and nutrient reduction best management practices (BMPs) for supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS program. The project is expected to reduce groundwater use by about seventeen percent, or 85,000 gpd in groundwater for daily irrigation and to reduce 382 pounds of nitrogen per year. The conservation components are integrated with the fertigation system to maximize nutrient reduction. Based on the 85,000 gpd groundwater offset, a reduction of 382 pounds per year of nitrogen and a proposed five-year contract term, the cost per thousand gallons of water saved is \$3.71 and the cost per pound of nitrogen reduced is \$1.45 (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 improved irrigation techniques and nutrient reduction BMPs for sod operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$3,608,031 remaining in its FARMS Program budget.

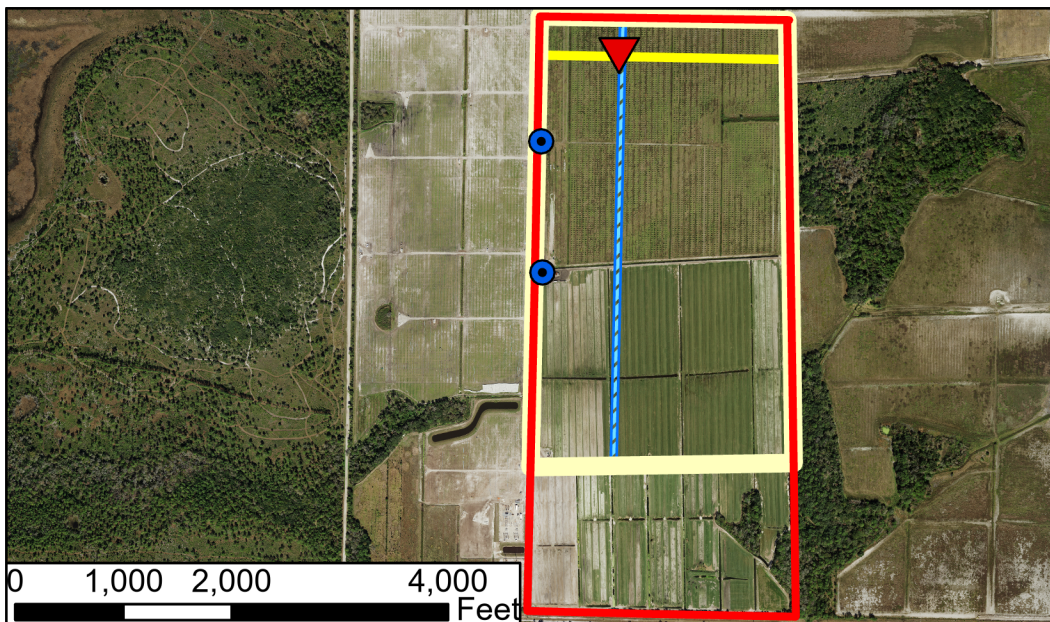
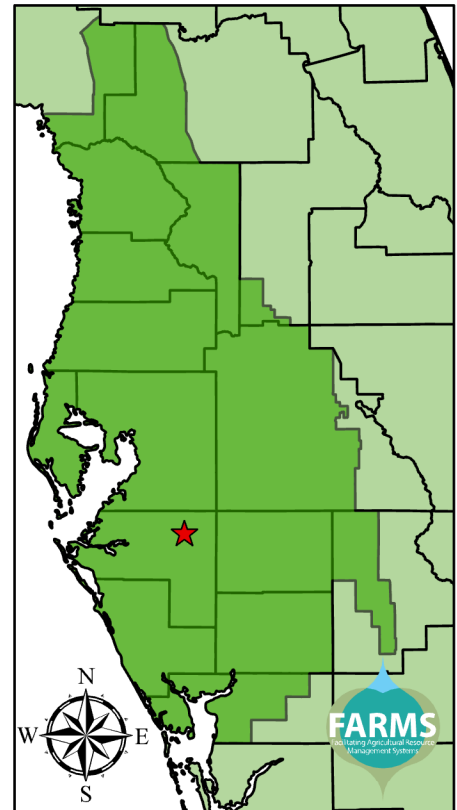
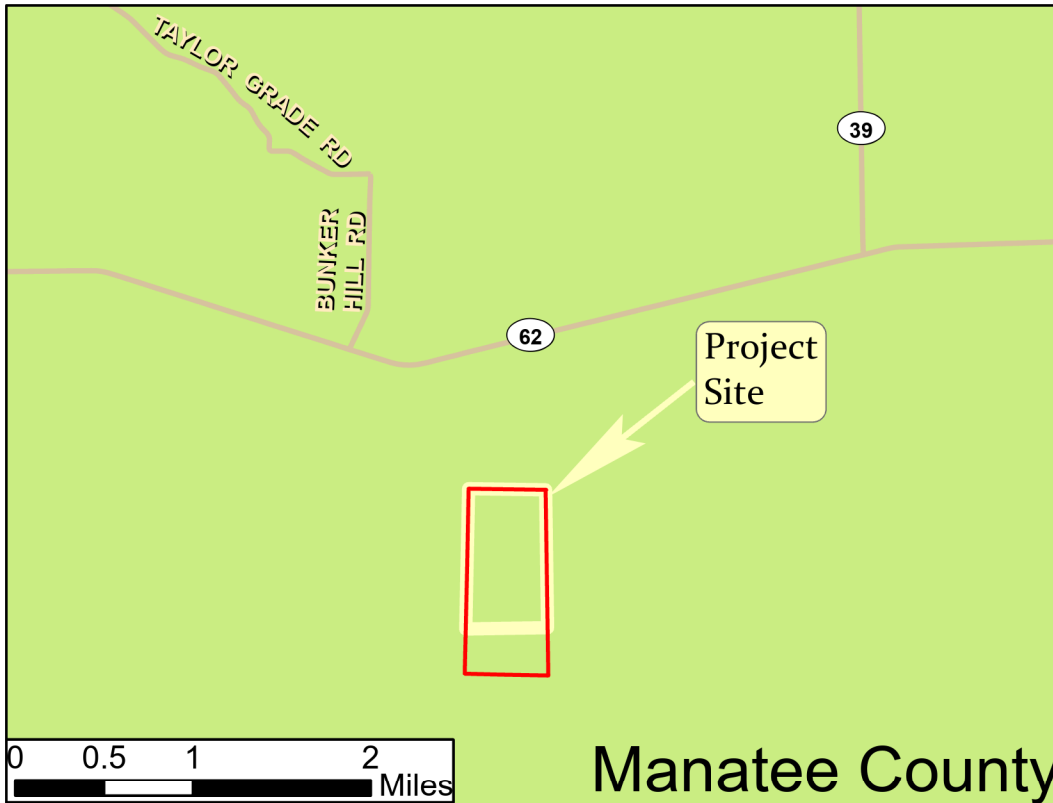
Staff Recommendation:

1. Approve the Bayside Sod project for a not-to-exceed project reimbursement of \$378,829 with \$378,829 provided by the Governing Board;
2. Authorize the transfer of \$378,829 from fund 010 H017 Governing Board FARMS Fund to the H813 Bayside Sod project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

Presenter:

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

# Location Map FARMS Project H813 Bayside Sod



## Legend

- WUP 8638 Boundary
- Project Area H813
- Proposed Reservoir
- Existing Irrigation Well
- ▼ Proposed Surface Water Pump Station and Linear Irrigation System



## RESOURCE MANAGEMENT COMMITTEE

**April 25, 2023**

### **Discussion: Information Item: Southern Water Use Caution Area Recovery Strategy – Five-Year Assessment for FY2017-2021**

#### Purpose

To present the findings of the third five-year assessment of the Southern Water Use Caution Area (SWUCA) Recovery Strategy.

#### Background/History

In March 2006, the Governing Board adopted minimum "low" flows for the upper Peace River, minimum lake levels along the Lake Wales Ridge, and a saltwater intrusion minimum aquifer level (SWIMAL) for the Upper Floridan aquifer within the Most Impacted Area (MIA) of the SWUCA. Since most of these minimum flows and levels (MFLs) were not meeting their adopted levels and flows, the Board adopted a SWUCA Recovery Strategy (Strategy) and changes to its water use permitting rules to implement the Strategy.

The Strategy was developed with a focus on achieving 4 specific goals:

1. Restore minimum levels to priority lakes in the Ridge area;
2. Restore minimum flows to the Upper Peace River;
3. Reduce the rate of saltwater intrusion in the MIA by achieving the SWIMAL; and
4. Ensure that there are sufficient water supplies for all existing and projected reasonable and beneficial uses.

The Strategy provides a plan and courses of action designed to achieve the above goals by 2025. The five-year assessment is to assess progress towards achieving the SWUCA Recovery Strategy goals.

An overview of the first five-year assessment of the Strategy was presented to the Governing Board at their August 2013 meeting, with the second five-year assessment presented at their April 2018 meeting. It was noted for these previous assessments that progress had been made on the upper Peace River and water supply goals, however, continued work was needed to address recovery of the SWIMAL in the MIA and achievement of minimum lake levels in the Ridge Lakes areas. Below is the current status of each of the four Strategy goals.

#### Goal 1 – Restore minimum levels to priority lakes in the Ridge area:

At the end of the second five-year assessment, 43% of the Ridge Lakes were meeting their adopted minimum levels. At the end of this third assessment, 72% of the lakes were meeting their minimum levels. This indicates that progress is being made. Currently there are 32 Ridge Lakes with adopted minimum lake levels and nine lakes are not meeting their minimum level requirements.

#### Goal 2 – Restore minimum flows to the Upper Peace River:

In 2020 the Upper Peace River achieved its minimum low flow requirements for the first time and continues to meet them. This can largely be attributed to the implementation of the Lake Hancock Lake

Level Modification project. This project involved constructing a new water control structure on Lake Hancock raising the lake level by approximately 1.5 feet, allowing more water to be stored during the wet season that could be strategically released in the dry season to meet the minimum low flow requirements in the Upper Peace River.

Goal 3 – Reduce the rate of saltwater intrusion in the MIA by achieving the SWIMAL:

The SWIMAL was not met at the end of the third assessment period however we continued to see declining groundwater use in the region. For the SWIMAL to be met, the weighted average water levels in 10 wells distributed across the MIA must achieve a 10-year moving average equal to or above 13.1 feet for 5 consecutive years. At the end of the third status assessment in 2021 the SWIMAL was above 13.1 feet for 4 consecutive years. The SWIMAL is anticipated to be met for the first time when the 2022 SWIMAL status assessment is completed later this year. This will be the first time the SWIMAL has been met since it was adopted in 2006.

Goal 4 - Ensure that there are sufficient water supplies for all existing and projected reasonable and beneficial uses:

Since 2007, the District and its partners have made significant efforts to ensure sustainable and sufficient water supply for the region. This included a substantial investment, by the District, in the development of regional alternative water supplies, beneficial reclaimed water projects, conservation and Facilitating Agricultural Resource Management Systems (FARMS) projects that have resulted in significantly offsetting the use of traditional groundwater sources within the SWUCA. This goal continues to be met as the District and its partners have been able to meet all reasonable and beneficial uses since 2007.

Progress continues to be made on all four goals, with the Ridge Lakes minimum lake level goal remaining the biggest challenge. Pursuant to 40D-80.074(5)(c), F.A.C., staff will present the findings of this third five-year assessment relative to progress made within each of the four goals.

Staff Recommendation:

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

Presenter:

Randy Smith, PMP, Bureau Chief, Natural Systems and Restoration

## Governing Board Meeting

April 25, 2023

### 5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

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**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**

**April 25, 2023**

**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

## OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

April 25, 2023

Discussion: Information Item: Hydrologic Conditions Report

- March is the sixth month of the 8-month dry season (October through May) and all major hydrologic indicators throughout the District declined as the result of another very low rainfall month.
- **Rainfall:** Monthly rainfall totals were significantly “below normal” in all three regions of the District. The Districtwide 12-month cumulative rainfall totals declined, ending the month at a deficit of 0.22 inches below the long-term historical average. The northern counties had the largest 12-month rainfall deficit at 8.78 inches.
- **Streamflow:** Streamflow decreased at all 12 monitoring stations, compared to last month. Four stations reported normal flow, while eight stations reported below-normal flow. Regional streamflow, based on three index rivers, ended the month below normal in the northern and southern regions, while it was normal in the central region.
- **Groundwater:** The regional aquifer level percentile decreased in each of the three regions of the District, compared to last month. The regional levels ended the month within the normal range for each of the three regions.
- **Lake Levels:** Regional lake levels decreased in all four lake regions of the District. Regional lake levels ended the month below normal in the Northern region, while they were within the normal range in the Tampa Bay, Polk Uplands, and Lake Wales Ridge regions.
- **Overall:** In March, rainfall was significantly below normal, making it the second continuous month below normal. As a result, all hydrologic indicators throughout the District declined; however, most indicators continued to remain within their normal historical ranges, except as noted. The National Oceanographic and Atmospheric Administration (NOAA) currently predicts equal chances of normal or above/below normal rainfall conditions through May 2023. The risk for wildfire has increased and is currently at low to moderate levels, depending on location.

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 25, 2023**

### **Discussion: Action Item: Offer for Surplus Lands – Tampa Bypass Canal (TBC-10), SWF 13-001-744S**

#### *Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase included as Exhibit 1, for a surplus parcel identified as TBC-10. The District received an offer to purchase the TBC-10 parcel from Douglas and Elsa Richards for \$630,000. The offer reflects a price of approximately \$198,113 per acre for approximately 3.18 acres. A general location map and site map are attached as Exhibits 2 and 3, respectively.

#### *Background*

The Tampa Bypass Canal system (TBC) runs in a linear alignment along the eastern edge of the cities of Tampa and Temple Terrace in Hillsborough County, Florida. From its northern terminus at Cow House Creek in the Lower Hillsborough Wilderness Park (and flood detention area), it runs south and west to McKay Bay near the City of Tampa. The TBC is also linked to the Hillsborough River via the Harney Canal segment (C-136). Owing to the urbanized nature of the area it traverses, the TBC system is crossed by a number of major highways, including I-75, I-4, US 301, and US 41.

The TBC is a component of the Four River Basins, Florida Project, formulated by the U.S. Army Corps of Engineers (USACOE) in response to severe regional flooding which occurred in west-central Florida in 1960. The TBC system was designed and constructed to provide standard flood protection (100-year flood plus 25%) to urbanized areas along the Lower Hillsborough River. Congress authorized the major flood control project under the joint sponsorship of the USACOE, and at the time, the newly created Southwest Florida Water Management District. Construction and excavation began in 1966 and continued until its completion in 1981.

The TBC system functions in concert with the Lower Hillsborough Wilderness Park (and flood detention area) by intercepting flood waters from the Hillsborough River and then conveying them to McKay Bay. With the use of flood control Structure S-155 located on the Hillsborough River and the earthen levee that runs along the western edge of the flood detention area, flood waters are impounded and spill over into the northern portion of the TBC. Several flood control structures (S-159, S-161, S-162 and S-160) on the TBC direct controlled flows safely to McKay Bay. Structure S-161 within the Harney Canal portion is also used to convey flows into the TBC from the Hillsborough River.

In 2012, TBC-10 and other parcels along the TBC were identified as no longer necessary for continued operation and maintenance of the canal.

#### *Appraisal and Price*

The TBC-10 Parcel was appraised on September 2, 2022, for \$230,000 by BBG Real Estate Services, Kyle Catlett, MAI. As part of the appraisal, District staff has discussed the contracts and market activity related to this property with the appraiser and he independently considered market conditions affecting the value of the property. The highest and best use for the property is for assemblage with the adjacent commercial and residentially zoned parcels to the south, with the alternative use being for passive recreational use. A sales summary and adjustment grid from the appraisal is attached as Exhibit 4. The



full appraisal is available upon request. The property value details are summarized below:

	<b>Total</b>	<b>Per Acre</b>
Offer Amount	\$630,000	\$198,113
Appraised Value	\$290,000	\$91,195
Listing Price	\$333,600	\$104,905

The buyer has not proposed any changes to the District's standard Contract for Sale and Purchase. The buyer understands that there is no legal access to the property, however being it is adjacent to theirs, additional legal access is not needed. The District's title to the property includes the subsurface rights. Upon the request of a buyer and in accordance with Section 270.11(3), Florida Statutes the District may release its interest in all phosphate, minerals, metals, and petroleum that may be in, on or under the property. The current offer being presented to the Governing Board is also above the appraised value and if accepted will be accompanied by a five percent (5%) good faith deposit. The contract details are summarized below:

#### *Sale Terms*

- The District will deliver title to the buyer by Quit Claim Deed.
- The Buyer will make a deposit of five percent (5%) of the contract price or \$31,500 with a closing to occur no more than 60 days after the effective date of the Contract for Sale and Purchase.
- The buyer will pay the real estate commission of \$37,800 to Saunders Real Estate.
- The buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

#### *Benefits/Costs*

The sale of surplus lands will allow the District to acquire lands that are more environmentally significant. Funds derived from the sale of surplus land may only be used for the purchase of other lands meeting the criteria in Section 373.139, Florida Statutes, resulting in more effectively meeting the District's core mission.

#### Staff Recommendation:

- Accept the offer of \$630,000;
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on the behalf of the District;
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed;
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the buyer;
- 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

Approved by Attorney: \_\_\_\_\_

## CONTRACT FOR SALE AND PURCHASE

**THIS Contract for Sale and Purchase** (Contract) is made this 29 day of March, 2023, 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 Douglas and Elsa Richards, having an address of 1820 N. 57<sup>th</sup> St. Tampa, FL 33619 (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 will be binding for Seventy (70) days after such execution by Buyer. If this Contract is not executed by the District on or before Seventy (70) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract will terminate.

3. **EFFECTIVE DATE:** The effective date of this Contract will 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 will terminate.

5. **PURCHASE PRICE:** The total purchase price for the Property will be Six Hundred Thirty Thousand dollars (\$ 630,000.00 ), which will be paid in the following manner:

a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer will 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 closing agent designated by the District, as earnest money (Deposit). In the event this Contract is terminated under Paragraphs 2, 4, 9, or 13 of this Contract, or as a result of the District's default under paragraph 14 of this contract, the District will return the Deposit to Buyer.

b. **Balance:** The balance of the purchase price will 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 will be closed no later than Ninety (90) days from the effective date referenced in Paragraph 2, unless this

Contract for Sale and Purchase  
Parcel Name: TBC-10  
SWF Parcel No.: 13-001-744S

Revised 3/1/2021

Contract is terminated pursuant to Paragraphs 2, 4, 9, 13, or 14. The following are additional details of closing:

- a. **Time and Place**: The date, time and place of closing will be set by the District.
- 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 Meridian Title Company Inc., having an address of 37837 Meridian Ave STE 100, Dade City, FL 33525, as the escrow agent for closing. The Buyer will pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein will affect the purchase price or terms of this Contract.
- d. Buyer will also be responsible for paying Saunders Ralston Dantzler Real Estate in the amount of Thirty Seven Thousand Eight Hundred dollars (\$ 37,800.00 ), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

Commission Schedule: Maximum Compensation Rate				
Purchase Price for the Property			Maximum Rate	
The first	\$ 0	- \$ 1,000,000	6.0%	
The next	\$ 1,000,001	- \$ 5,000,000	5.0%	
The next	\$ 5,000,000 and over		4.0%	

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. **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.

Contract for Sale and Purchase  
Parcel Name: TBC-10  
SWF Parcel No.: 13-001-744S

Revised 3/1/2021

9. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within Forty Five ( 45 ) days from the effective date of this Contract (Due Diligence Period).

- a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer's intended use and development and to have accepted the Property in its present "as is" condition.
- b. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District will have thirty (30) days from receipt of Buyer's notice to cure the specified deficiencies. If the deficiencies are identified by a survey, the survey must meet the requirements for a **Certified Boundary Survey in accordance with Chapter 472, Florida Statutes**, and must be provided to the District for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer's title insurance company within the 30-day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found.
- c. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property.

10. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period specified in paragraph 9 and subject to the same notices and waivers. 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. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in

the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

13. **RISK OF LOSS**: If substantial damage to the Property (more than \$5,000) occurs between the date of this Contract and the date of closing, the District will have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer will complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property, Buyer's sole remedy will be the right to terminate this Contract by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. If damage to the Property is \$5,000 or less, the parties will proceed to closing as though no damage had occurred.

14. **DEFAULT**: If Buyer fails to close within \_\_\_\_\_ (\_\_\_\_) days from the effective date referenced in Paragraph 3, the District will retain the Deposit, this Contract will terminate, and the District and Buyer will be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within \_\_\_\_\_ (\_\_\_\_) days from the effective date referenced in Paragraph 3, the District will return the Deposit to Buyer, this Contract will terminate, and Buyer and the District will be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 13, Risk of Loss.

15. **ATTORNEYS' FEES AND COSTS**: Except as provided in Paragraph 9, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

16. **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.

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

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

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

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

21. **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 will be revised by or at the direction of the District and will be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property will 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 will constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

22. **SURVIVAL**: Paragraphs 6c, 7, 11 and 15 of this Contract will survive delivery and recording of deed and possession of the Property.

23. **COUNTERPARTS AND AUTHORITY TO SIGN**: The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

24. **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)

**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**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

*Kimberly Schuler*  
\_\_\_\_\_  
Witness

*Kimberly Schuler*  
\_\_\_\_\_  
Printed Name

By: *Douglas Richards*  
\_\_\_\_\_

Name: *Douglas Richards*  
\_\_\_\_\_

Title: *Husband*  
\_\_\_\_\_

Date: *3.30.2023*  
\_\_\_\_\_

*Jean Brown-White*  
\_\_\_\_\_  
Witness

*Jean Brown-White*  
\_\_\_\_\_  
Printed Name

By: *Elsa Richards*  
\_\_\_\_\_

Name: *Elsa Richards*  
\_\_\_\_\_

Title: *Wife*  
\_\_\_\_\_

Date: *3.30.2023*  
\_\_\_\_\_



Exhibit "A"  
Legal Description

Legal Description Parcel

Remainder of this page intentionally left blank.

**Exhibit "B"**  
**Southwest Florida Water  
Management District Requirements  
for Surplus Boundary Surveys**

- ☐ All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.

- ☐ The survey will be certified to the Southwest Florida Water Management District

- ☐ The following certification will appear on the survey map:

**THIS \_\_\_\_\_ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.**

- ☐ Title Commitment exceptions must be addressed on the survey.

- ☐ When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.

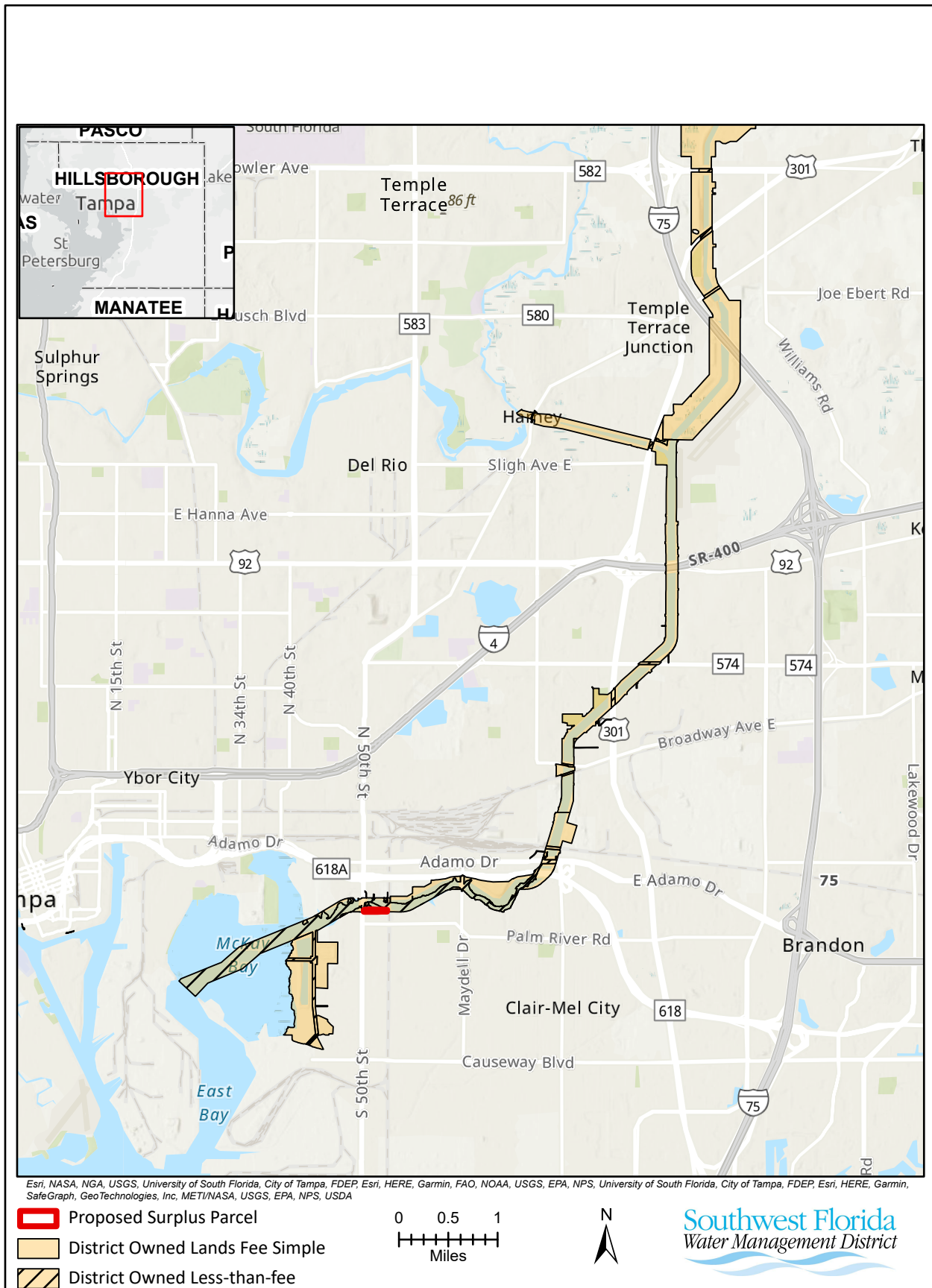
- ☐ When the question or establishment of mean high water, safe upland elevation or ordinary high-water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: DEP Sovereign Letter.pdf)

- ☐ All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned on the map of survey.

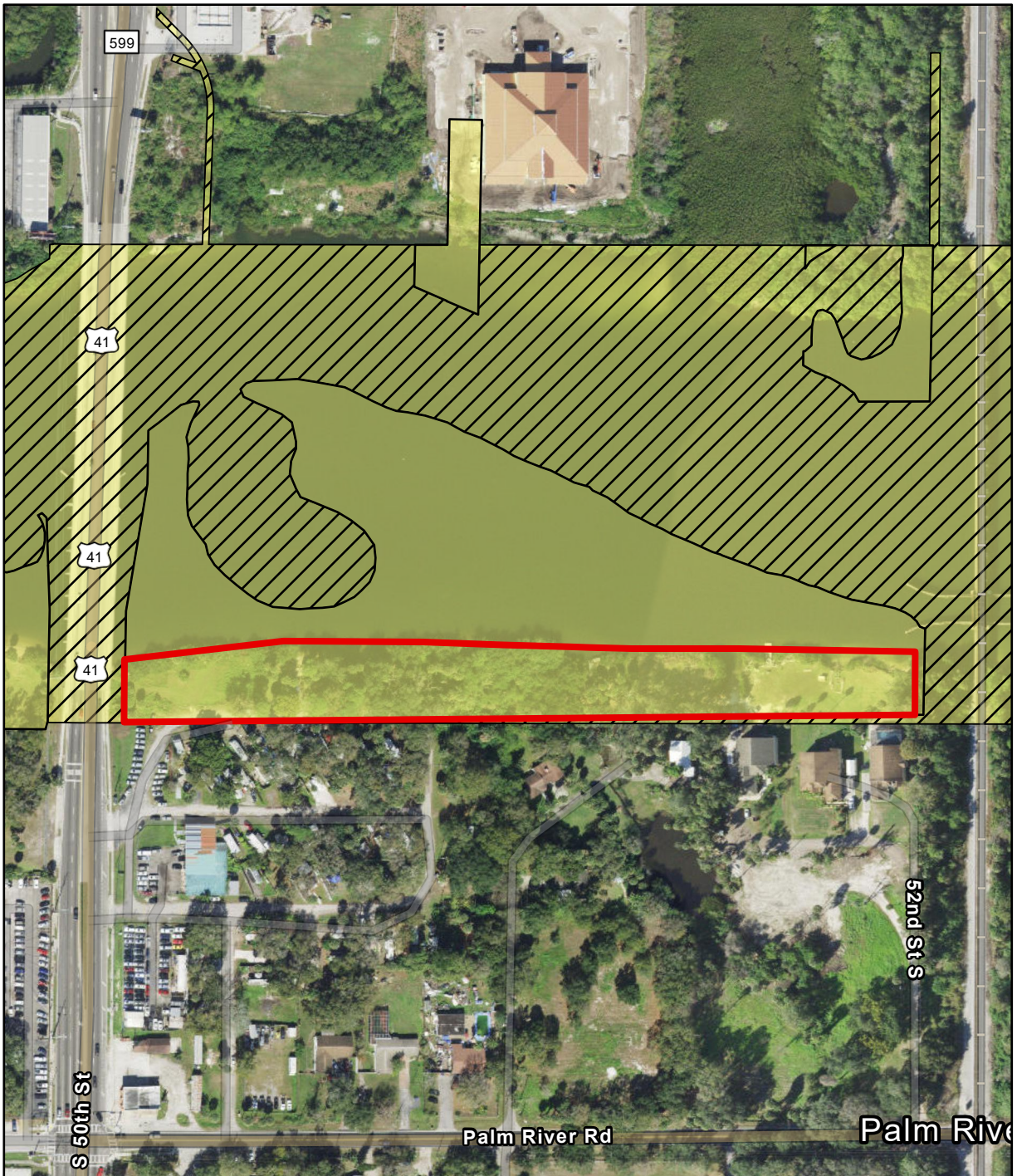
- ☐ The legal description of the parcel being surveyed will be shown on the map of survey.

Remainder of this page intentionally left blank.

## Exhibit 2 - Location Map SWF 13-001-744S (TBC-10)



### Exhibit 3 - Site Map SWF 13-001-744S (TBC-10)



Esri Community Maps Contributors, University of South Florida, City of Tampa, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Florida, Maxar, Microsoft

- Proposed Surplus Parcel
- District Owned Lands Fee Simple
- District Owned Less-than-fee

0 150 300  
Feet



**Southwest Florida**  
Water Management District



## COMMERCIAL LAND SALES ADJUSTMENT GRID

COMPARABLE COMMERCIAL LAND SALE ADJUSTMENTS					
	Subject	Comp 1	Comp 2	Comp 3	Comp 4
Property / Location	TBC-10, 13-001-744S South 50th Street Tampa, Florida	51st Street Lot South 51st Street Tampa, FL	Contractor's Yard Storage Site 2405 South 50th Street Tampa, FL	Commercial Site 5923 Palm River Road Tampa, FL	Tappan Boulevard Industrial Site 1752 Tappan Boulevard Tampa, FL
Transaction Status	-----	Closed	Closed	Closed	Closed
Date of Sale	-----	Mar-22	May-21	Apr-21	Nov-20
Site Size (Acres)	0.48	2.14	4.60	0.27	5.99
Site Size (SF)	20,778	93,218	200,375	11,750	260,868
Sale Price	-----	\$407,400	\$1,450,000	\$55,000	\$1,295,000
Zoning	CG	M	PD	CN	M
Property Use	Commercial	Industrial	Commercial	0	Industrial
Unadjusted Price per SF	-----	\$4.37	\$7.24	\$4.68	\$4.96
Transactional Adjustments					
Property Rights Conveyed	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Adjustment		0%	0%	0%	0%
Financing Terms	<i>Cash Equivalent</i>	<i>Cash Equivalent</i>	<i>Cash Equivalent</i>	<i>Cash Equivalent</i>	<i>Cash Equivalent</i>
Adjustment		0%	0%	0%	0%
Conditions of Sale	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>
Adjustment		0%	0%	0%	0%
Market Conditions	<i>Aug-22</i>	<i>Mar-22</i>	<i>May-21</i>	<i>Apr-21</i>	<i>Nov-20</i>
Adjustment		2%	6%	7%	9%
Adjusted Price per SF		\$4.46	\$7.67	\$5.01	\$5.41
Property Adjustments					
Location	<i>Palm River</i>	<i>Palm River</i>	<i>Palm River</i>	<i>Palm River</i>	<i>East Tampa</i>
		Similar	Similar	Similar	Similar
Net Site Size (Ac)	0.48	2.14	4.60	0.27	5.99
		Slightly Inferior	Inferior	Similar	Inferior
Zoning / Intended Use	CG	M	PD	CN	M
		Similar	Similar	Similar	Similar
Water Frontage	<i>Tampa Bypass Canal</i>	<i>None</i>	<i>None</i>	<i>None</i>	<i>Tampa Bypass Canal</i>
		Inferior	Inferior	Inferior	Similar
Shape / Configuration	<i>Narrow</i>	<i>Irregular</i>	<i>Rectangle</i>	<i>Irregular</i>	<i>Irregular</i>
		Similar	Superior	Superior	Similar
Access / Visibility	<i>Primary Road</i>	<i>Primary Road</i>	<i>Primary Road</i>	<i>Secondary Road</i>	<i>Secondary Road</i>
		Superior	Superior	Slightly Superior	Slightly Superior
Utilities / Infrastructure	<i>All available</i>	<i>All available</i>	<i>All available</i>	<i>All available</i>	<i>All available</i>
		Similar	Similar	Similar	Similar
Topography	<i>Sloping wooded</i>	<i>Level wooded</i>	<i>Level cleared</i>	<i>Level cleared</i>	<i>Level wooded</i>
		Slightly Superior	Superior	Superior	Slightly Superior
Overall Comparison		Similar	Superior	Similar	Similar
Indication for Subject per SF		Similar to \$4.46	Lower than \$7.67	Similar to \$5.01	Similar to \$5.41

## ADJUSTMENT PROCESS

The sales that we have utilized represent the best available information that could be compared to the subject property. The major elements of comparison for an analysis of this type include the property rights conveyed, the financial terms incorporated into a particular transaction, the conditions or motivations surrounding the sale,

**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE****April 25, 2023****Discussion: Action Item: Offer for Surplus Lands – Lake Panasoffkee (LP-2), SWF Parcel No. 19-528-159S***Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase included as Exhibit 1, for a surplus parcel identified as LP-2 (Parcel LP-2). The District received an offer to purchase Parcel LP-2 from Robert and Stacy Richardson for \$276,000.00. The offer reflects a price of approximately \$4,000 per acre for approximately 69 acres. A general location map and a site map are attached as Exhibits 2 and 3, respectively.

*Background*

The District acquired several parcels that border the northern and eastern sides of Lake Panasoffkee along with the western outfall of the Lake in Sumter County. The purpose of the acquisition was to protect the water and natural resources around the Lake and provide recharge to Lake Panasoffkee, a tributary to the Withlacoochee River. Parcel LP-2 was part of these acquisitions and is located adjacent to I-75. The parcel is bisected by the CSX rail line, which makes management of the parcel difficult, and the parcel was declared surplus as part of the District's biennial surplus lands assessment in 2021. This property consists of natural hardwood/conifer uplands and forested freshwater wetlands.

*Appraisal and Price*

Parcel LP-2 was appraised on July 13, 2022, for \$230,000 by BBG Real Estate Services, Kyle Catlett, MAI. As part of the appraisal, District staff has discussed the contracts and market activity related to this property with the appraiser and he independently considered market conditions affecting the value of the property. The highest and best use for the property, as encumbered by a proposed perpetual conservation easement determined in the appraisal, would be for the development of two (2) residential units on the eastern 51 acres of the subject property. A sales summary and adjustment grid from the appraisal is attached as Exhibit 4. The full appraisal is available upon request. The property value details are summarized below:

	<b>Total</b>	<b>Per Acre</b>
Offer Amount	\$276,000	\$4,000
Appraised Value	\$230,000	\$3,333
Listing Price	\$276,000	\$4,000

The buyer has not proposed any changes to the District's standard Contract for Sale and Purchase. The District's title to the property includes the subsurface rights, and upon the request of a buyer and in accordance with Section 270.11(3), Florida Statutes the District may release its interest in all phosphate, minerals, metals, and petroleum that may be in, on, or under the property. The District will retain a conservation easement over the property which will continue to protect its water recharge attributes. A copy of the Conservation Easement document is attached as Exhibit 5. The District will retain an access easement across the eastern boundary of the parcel and grant an access easement to the buyer across retained District land to the northwest corner of a parcel that the buyers currently own. The current offer being presented to the Governing Board is above the appraised value and if accepted will be

accompanied by a five percent (5%) good faith deposit. The contract details are summarized below:

#### *Sale Terms*

- The District will deliver title to the buyer by Quit Claim Deed.
- The Buyer will make a deposit of five percent (5%) of the contract price or \$13,800 with a closing to occur no more than 60 days after the effective date of the Contract for Sale and Purchase.
- The buyer will pay the real estate commission of \$16,560 to Saunders Real Estate.
- The buyer will bear all expenses of the transaction except for the appraisal and advertising costs.
- The buyer will execute a conservation easement in favor of the District at closing.
- The District will retain an access easement across the property in return for granting the buyer an access easement to the parcel across adjacent District lands.

#### *Benefits/Costs*

The sale of surplus lands will allow the District to acquire lands that are more environmentally significant. Funds derived from the sale of surplus land may only be used for the purchase of other lands meeting the criteria in Section 373.139, Florida Statutes, resulting in more effectively meeting the District's core mission. The property's water recharge attributes will remain protected through a conservation easement to be executed at closing.

#### Staff Recommendation:

- Accept the offer of \$276,000, subject to a conservation easement;
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on the behalf of the District;
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed;
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the buyer;
- 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



Approved by Attorney: \_\_\_\_\_

### CONTRACT FOR SALE AND PURCHASE

**THIS Contract for Sale and Purchase (Contract)** is made this \_\_\_\_\_ day of, 20\_\_\_\_, 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 Robert F. Richardson and Stacy A. Richardson \_\_\_\_\_, having an address of 1681 NE 12th Ave Sunterville, FL 33585 (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 will be binding for \_\_\_\_\_ (90) days after such execution by Buyer. If this Contract is not executed by the District on or before \_\_\_\_\_ (90) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract will terminate.

3. **EFFECTIVE DATE:** The effective date of this Contract will 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 will terminate.

5. **PURCHASE PRICE:** The total purchase price for the Property will be two hundred seventy six \_\_\_\_\_ dollars (\$276,000) which will be paid in the following manner:

a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer will 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 closing agent designated by the District, as earnest money (Deposit). In the event this Contract is terminated under Paragraphs 2, 4, 9, or 13 of this Contract, or as a result of the District's default under paragraph 14 of this contract, the District will return the Deposit to Buyer.

b. **Balance:** The balance of the purchase price will 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 will be closed no later than \_\_\_\_\_ (70) days from the effective date referenced in Paragraph 2, unless this

Contract for Sale and Purchase  
Parcel Name: LP-2  
SWF Parcel No.: 19-528-159S

Revised 3/1/2021

Contract is terminated pursuant to Paragraphs 2, 4, 9, 13, or 14. The following are additional details of closing:

- a. **Time and Place:** The date, time and place of closing will be set by the District.
- 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 Meridian Title Company Inc., having an address of 37837 Meridian Ave STE 100, Dade City, FL 33525, as the escrow agent for closing. The Buyer will pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein will affect the purchase price or terms of this Contract.
- d. Buyer will also be responsible for paying SVN Saunders Ralston  
Dantzler Real Estate in the amount of sixteen thousand five hundred sixty dollars (\$ 16,560), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

Commission Schedule: Maximum Compensation Rate			
Purchase Price for the Property			Maximum Rate
The first	\$ 0	- \$ 1,000,000	6.0%
The next	\$ 1,000,001	- \$ 5,000,000	5.0%
The next	\$ 5,000,000	and over	4.0%

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. **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.

Contract for Sale and Purchase  
Parcel Name: LP-2  
SWF Parcel No.: 19-528-159S

Revised 3/1/2021

9. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within \_\_\_\_\_ (60) days from the effective date of this Contract (Due Diligence Period).

- a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer's intended use and development and to have accepted the Property in its present "as is" condition.
- b. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District will have thirty (30) days from receipt of Buyer's notice to cure the specified deficiencies. If the deficiencies are identified by a survey, the survey must meet the requirements for a **Certified Boundary Survey in accordance with Chapter 472, Florida Statutes**, and must be provided to the District for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer's title insurance company within the 30-day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found.
- c. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property.

10. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period specified in paragraph 9 and subject to the same notices and waivers. 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. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in

Contract for Sale and Purchase  
Parcel Name: LP-2  
SWF Parcel No.: 19-528-159S

Revised 3/1/2021

the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

13. **RISK OF LOSS:** If substantial damage to the Property (more than \$5,000) occurs between the date of this Contract and the date of closing, the District will have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer will complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property, Buyer's sole remedy will be the right to terminate this Contract by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. If damage to the Property is \$5,000 or less, the parties will proceed to closing as though no damage had occurred.

14. **DEFAULT:** If Buyer fails to close within \_\_\_\_\_ (80) days from the effective date referenced in Paragraph 3, the District will retain the Deposit, this Contract will terminate, and the District and Buyer will be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within \_\_\_\_\_ (80) days from the effective date referenced in Paragraph 3, the District will return the Deposit to Buyer, this Contract will terminate, and Buyer and the District will be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 13, Risk of Loss.

15. **ATTORNEYS' FEES AND COSTS:** Except as provided in Paragraph 9, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

16. **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.

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

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

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

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

21. **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

Contract for Sale and Purchase  
Parcel Name: LP-2  
SWF Parcel No.: 19-528-159S

Revised 3/1/2021

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 will be revised by or at the direction of the District and will be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property will 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 will constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

22. **SURVIVAL:** Paragraphs 6c, 7, 11 and 15 of this Contract will survive delivery and recording of deed and possession of the Property.

23. **COUNTERPARTS AND AUTHORITY TO SIGN:** The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

24. **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)

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**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

*Janet M. Conley*  
\_\_\_\_\_  
Witness

*JANET M CONLEY*  
\_\_\_\_\_  
Printed Name

By: *[Signature]*  
\_\_\_\_\_  
Name: *Stacy A. Richardson*

Title: \_\_\_\_\_

Date: *3/3/23*

*Janet M. Conley*  
\_\_\_\_\_  
Witness

*JANET M. CONLEY*  
\_\_\_\_\_  
Printed Name

By: *[Signature]*  
\_\_\_\_\_  
Name: *Robert F. Richardson*

Title: \_\_\_\_\_

Date: *3/3/23*

Exhibit "A"  
Legal Description

Legal Description Parcel

Remainder of this page intentionally left blank.



**Exhibit A**

**Legal Description of Property**

**Description of Surplus Parcel 19-528-159S**

ALL OF SECTION 19 LESS NORTH 3/4 OF WEST 1/2 OF NW1/4 OR 1419 PG 1426 and EAST 50.00 FT OF FOLL DESC COM NW COR OF SECTION 30 FOR POB TH S89DEG03'49"E 691.00 FT TH S01DEG02'19"W PARALLEL TO WEST SIDE OF NW1/4 3267.40 FT TO NORTH R/W LINE SR S-587 TH ALG R/W LINE N66DEG53'24"W 143.13 FT TH CONT 434.02 FT ALG R/W LN ALG ARC OF CURVE LEFT RAD 1949.86 FT CHORD N73DEG16'00"W 433.12 FT TH N00DEG59'19"E PARALLEL TO WEST SIDE OF SW1/4 443.80 FT TH N89DEG07'52"W 141.00 FT TO WEST 1/4 CORNER TH N01DEG02' 19"E 2651.84 FT TO POB SLY 5.00 FT SUBJ TO SLOPE ESMT PER OR 7645 PG 1852 OR 1419 PG 1426

Containing approximately 63.11 Acres more or less.

Approved for use by the Survey Section 09-07-2016, W.O. 16-156.

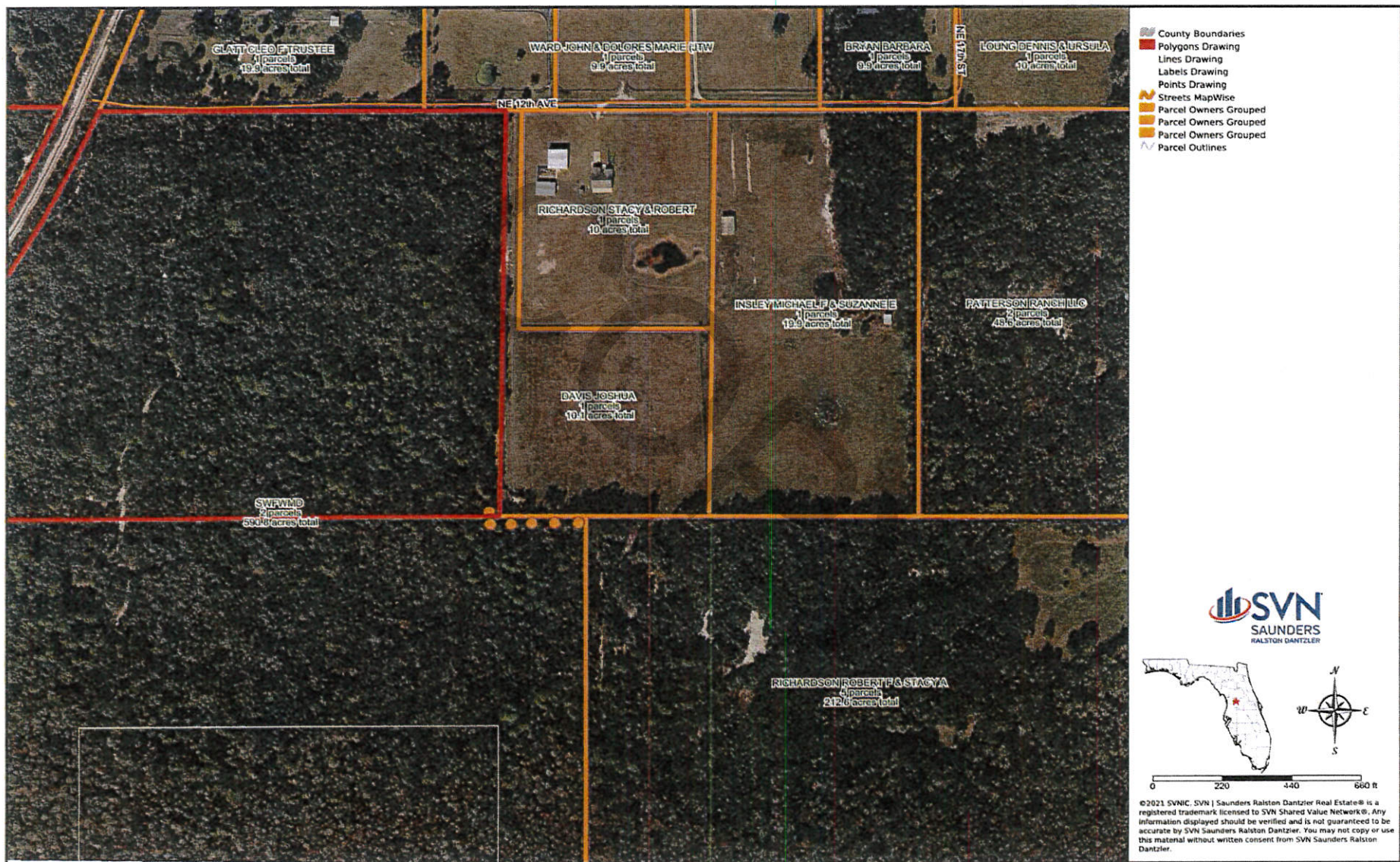
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**LP-2/SWF PARCEL NO. 19-528-159S**

**Exhibit "B"**  
**Southwest Florida Water**  
**Management District Requirements**  
**for Surplus Boundary Surveys**

- All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- The survey will be certified to the Southwest Florida Water Management District
- The following certification will appear on the survey map:  
  
**THIS \_\_\_\_\_ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.**
- Title Commitment exceptions must be addressed on the survey.
- When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.
- When the question or establishment of mean high water, safe upland elevation or ordinary high-water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: DEP Sovereign Letter.pdf)
- All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned on the map of survey.
- The legal description of the parcel being surveyed will be shown on the map of survey.

Remainder of this page intentionally left blank.





## Addendum to Contract



Addendum No. #1 to the Contract with the Effective Date of \_\_\_\_\_ between  
Southwest Florida Water Management District, a public corporation of the State of Florida (Seller)  
and Robert F. Richardson and Stacy A. Richardson (Buyer)  
concerning the property described as: LP-2

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

At least 15 days prior to the expiration of the 60 day due diligence period, the seller at their own expense will furnish a copy of the described access easement to the buyer for review. This will include a legal description of the easement for the purpose of insurable access to the buyer. This easement will be recorded at the time of closing.

This easement will be roughly 60+/- feet wide and run from the NW corner of the buyers property, through the District's retained property, to a point in connection with the subject property that this contract references.

This easement shall allow the buyers to run utilities and pave the access if desired.

See attached map for depiction of access easement.

The buyers also agree to an easement along the eastern boundary of the subject property in benefit of the South West Florida Water Management District. This easement will run from the northeast corner of the subject property, down the eastern boundary to a point in connection with the District's retained property. This easement will also be 60 +/- feet wide and will be for the purpose of the District accessing their retained property for maintenance and land management efforts.

In the event the District's retained property ever becomes a Wildlife Management Area the previously mentioned easement that lies on the subject property will never be used as a hunter access point.

Buyer:	<u>Robert F. Richardson</u>	Date:	<u>03/24/2023 05:47 AM</u>
Buyer:	<u>Stacy A. Richardson</u>	Date:	<u>03/24/2023 05:31 AM</u>
Seller:		Date:	
Seller:		Date:	

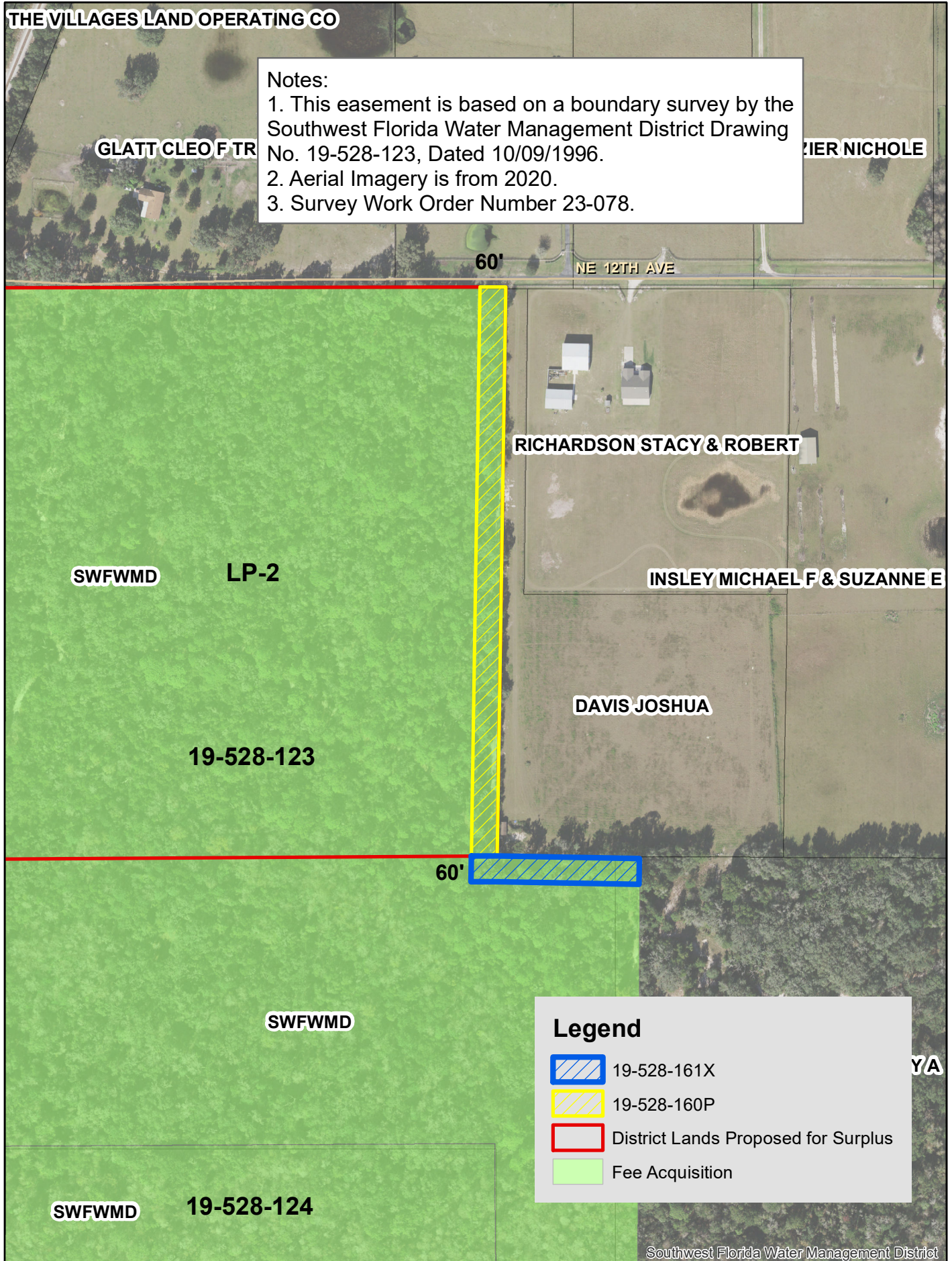


# Graphic Presentation SWF Parcel No. 19-528-160P & 19-528-161X

Work Order No. 23-086  
Section 02, Township 20 South, Range 22 East  
Sumter County, Florida

1 inch = 300 feet

Date: 4/7/2023





Boyers have Agreed  
to this Easement

RR

Prepared by return to:  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604-6899  
Attn: Land Resources Bureau

## CONSERVATION EASEMENT

This Easement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by and between \_\_\_\_\_, whose address is  
\_\_\_\_\_, hereinafter referred to as "Grantor", and  
the Southwest Florida Water Management District, a public corporation, having an  
address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as  
"Grantee", collectively referred to as the "Parties."

### WITNESSETH:

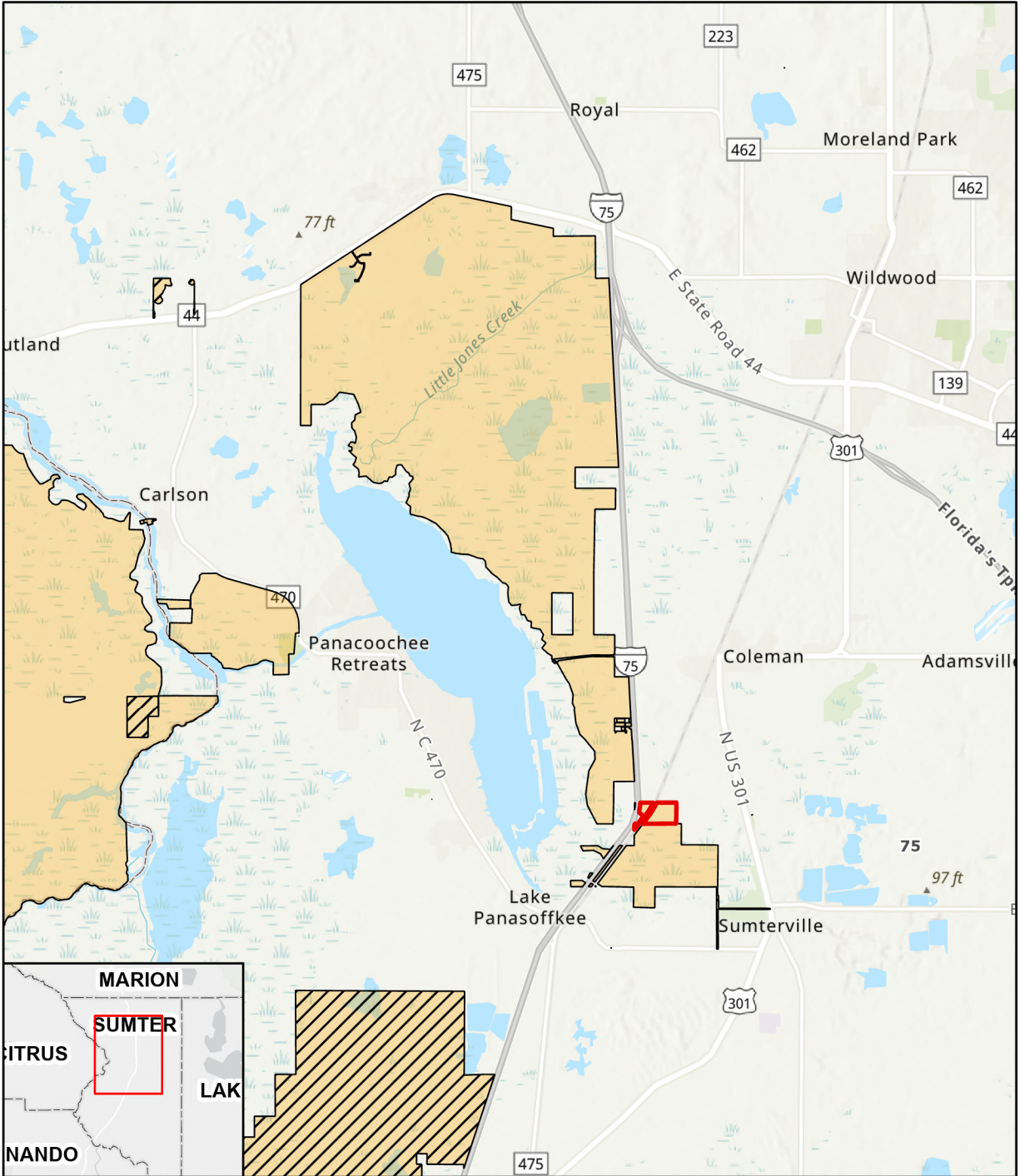
**WHEREAS**, Grantor is the sole owner in fee simple of certain real property in  
Sumter County, Florida, more particularly described in Exhibit "1" attached hereto  
hereinafter referred to as the "Protected Property"; and

**WHEREAS**, Grantor and Grantee mutually recognize the ability to maintain the  
conservation values of the Protected Property and the natural, scenic, open, and special  
character of the Protected Property while allowing certain recreational and agricultural  
use by the Grantor. The Parties have the common purpose of conserving that certain  
natural, scenic, open and special character of the Protected Property hereinafter,  
collectively, the "Conservation Values" by conveyance to Grantee of a perpetual  
conservation easement on, under, over, and across the Protected Property, which shall  
act to conserve and protect the Conservation Values of the Protected Property. It further  
being the intent of the Parties to prohibit certain further development activity on the  
Protected Property; and

**WHEREAS**, Grantee is a public entity authorized under the provisions of §704.06,  
Florida Statutes, to hold conservation easements for the preservation and protection of  
land in its natural, scenic, historical, agricultural, forested, or open space condition.

**NOW THEREFORE**, to achieve these purposes, and in consideration of Ten  
Dollars (\$10.00) and other good and valuable consideration, including but not limited to  
the above and the mutual covenants, terms, conditions, and restrictions contained herein,  
the receipt and sufficiency of which is acknowledged, and pursuant to the Laws of Florida,  
and in particular §704.06, Florida Statutes (F.S.), but without intending the validity of this  
Easement to be dependent on the continuing existence of such laws, Grantor hereby  
voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the  
Protected Property of the nature and character and to the extent hereinafter set forth  
("Easement").

## Exhibit 2 - Location Map - LP-2 SWF 19-528-159S



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

- Proposed Surplus Parcel
- District Owned Lands Fee Simple
- District Owned Lands Less-than-fee

0 0.5 1  
Miles



**Southwest Florida**  
Water Management District



# Exhibit 3 - Site Map - LP-2 SWF 19-528-159S



State of Florida, Maxar, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

- Proposed Surplus Parcel
- District Owned Lands Fee Simple

0 300 600  
Feet



**Southwest Florida**  
Water Management District

## COMPARABLE SALES ADJUSTMENT GRID

COMPARABLE LAND SALE ADJUSTMENTS					
	Subject	Comp 1	Comp 2	Comp 3	Comp 4
Property / Location	Lake Panasoffkee Surplus Land Northeast 12th Avenue Sumterville, Florida	Land 0 County Road 416 South Sumterville, FL	Farmhouse Press 0 Northeast 17th Street Sumterville, FL	Matthew Gillespie 1560 Northeast 17th Street Sumterville, FL	Elliott Lehman 1693 County Road 479 Lake Panasoffkee, FL
Transaction Status	-----	Closed	Closed	Closed	Closed
Date of Sale	-----	Jun-22	Jan-22	Feb-21	Oct-20
Site Size (Acres)	69.00	12.20	20.81	20.63	12.70
Number of Units	-----	1	1	1	1
Sale Price	-----	\$183,000	\$225,000	\$250,000	\$185,000
Zoning	A10C	A10C	A10C	A10C	AG
Property Use	Agriculture	Agriculture	Agriculture	Agriculture	Agriculture
Unadjusted Price per Unit	-----	\$183,000	\$225,000	\$250,000	\$185,000
Transactional Adjustments					
Property Rights Conveyed	<i>Fee simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Adjustment		Similar	Similar	Similar	Similar
Financing Terms	<i>Cash equivalent</i>	<i>Cash equivalent</i>	<i>Cash equivalent</i>	<i>Cash equivalent</i>	<i>Cash equivalent</i>
Adjustment		Similar	Similar	Similar	Similar
Conditions of Sale	<i>Arms Length</i>	<i>Arms Length</i>	<i>Arms Length</i>	<i>Arms Length</i>	<i>Arms Length</i>
Adjustment		Similar	Similar	Similar	Similar
Market Conditions	<i>Jul-22</i>	<i>Jun-22</i>	<i>Jan-22</i>	<i>Feb-21</i>	<i>Oct-20</i>
Adjustment		0%	2%	7%	9%
Adjusted Price per Unit		\$183,000	\$229,500	\$267,500	\$201,650
Property Adjustments					
Location	<i>Sumterville</i>	<i>Sumterville</i>	<i>Sumterville</i>	<i>Sumterville</i>	<i>Sumterville</i>
		Similar	Similar	Similar	Similar
Gross Acres	<i>≥ 10 acres</i>	<i>12.20</i>	<i>20.81</i>	<i>20.63</i>	<i>12.70</i>
		Similar	Superior	Superior	Similar
Zoning / Intended Use	<i>A10C</i>	<i>A10C</i>	<i>A10C</i>	<i>A10C</i>	<i>AG</i>
		Similar	Similar	Similar	Similar
Frontage/Access	<i>Access Easement</i>	<i>Access easement</i>	<i>475' on NE 17th Street</i>	<i>450' on NE 17th Street</i>	<i>1,475' on two roadways</i>
		Similar	Superior	Superior	Superior
Utilities / Infrastructure	<i>Well and Septic</i>	<i>Well and Septic</i>	<i>Well and Septic</i>	<i>Well and Septic</i>	<i>Well and Septic</i>
		Similar	Similar	Similar	Similar
Topography	<i>Generally level and covered in native</i>	<i>100% uplands and covered in native veg.</i>	<i>Generally level with moderate coverage</i>	<i>Generally level with moderate coverage</i>	<i>100% uplands and covered in native veg.</i>
		Similar	Slightly Superior	Slightly Superior	Similar
Indication for Subject per Unit		Similar to	Lower than	Lower than	Similar to
		\$183,000	\$229,500	\$267,500	\$201,650

## Exhibit

Prepared by return to:  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604-6899  
Attn: Land Resources Bureau

### CONSERVATION EASEMENT

This Easement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Robert F. and Stacy A. Richardson, whose address is 1681 NE 12<sup>th</sup> Avenue, Sumterville, Florida 33585, hereinafter referred to as "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee", collectively referred to as the "Parties."

### WITNESSETH:

**WHEREAS**, Grantor is the sole owner in fee simple of certain real property in Sumter County, Florida, more particularly described in Exhibit "1" attached hereto hereinafter referred to as the "Protected Property"; and

**WHEREAS**, Grantor and Grantee mutually recognize the ability to maintain the conservation values of the Protected Property and the natural, scenic, open, and special character of the Protected Property while allowing certain recreational and agricultural use by the Grantor. The Parties have the common purpose of conserving that certain natural, scenic, open and special character of the Protected Property hereinafter, collectively, the "Conservation Values" by conveyance to Grantee of a perpetual conservation easement on, under, over, and across the Protected Property, which shall act to conserve and protect the Conservation Values of the Protected Property. It further being the intent of the Parties to prohibit certain further development activity on the Protected Property; and

**WHEREAS**, Grantee is a public entity authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

**NOW THEREFORE**, to achieve these purposes, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the Laws of Florida, and in particular §704.06, Florida Statutes (F.S.), but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth ("Easement").

## **ARTICLE I. DURATION OF EASEMENT**

This Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, and its personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

## **ARTICLE II. PURPOSE OF EASEMENT**

A. It is the purpose of this Easement to protect and preserve, in perpetuity, the natural, scenic and special character, ecological and hydrological integrity, and habitat for indigenous plant and animal life on the Protected Property, more specifically described in Exhibit "1", attached hereto and incorporated herein, and will confine the use of the Protected Property to such activities as are consistent with the purposes of this Easement, ("Conservation Purposes").

B. The specific Conservation Values for the Protected Property are documented in the Baseline Natural Resources Inventory ("BNRI") for this Easement in Hernando County, Florida, dated \_\_\_\_\_, which consists of reports, maps, photographs, and other documentation that the Parties agree, and hereby acknowledge, provide, collectively, an accurate representation of the Protected Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The BNRI is maintained in the offices of the Grantee and is incorporated into and made a part of this Easement. A copy of the BNRI is available from the District on request.

Grantor intends that this Easement will confine the use of the Protected Property to such activities as are consistent with the Conservation Purposes of this Easement and the Conservation Values as documented in the BNRI.

## **ARTICLE III. RIGHTS GRANTED TO THE GRANTEE**

To accomplish the Conservation Purposes of this Easement the following rights are conveyed to Grantee by this Easement.

A. The right to preserve, protect, and enforce in perpetuity the Conservation Values and Conservation Purposes of the Protected Property as set forth in Article II of this Easement.

B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property except as may be specifically reserved to Grantor in this Easement are hereby terminated and extinguished. The Protected Property nor any portion thereof may be used for purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations or ordinances controlling land use and building density.



No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands. No development rights or density credits may be transferred onto the Protected Property from any other property.

C. The right to enter upon, over and across the Protected Property, including the right to use unmanned aerial vehicles, not including building interiors, to inspect it for the purpose of ensuring compliance with the terms and conditions of this Easement, in accordance with Paragraph VI(D).

D. The right to prevent any activity on or use of the Protected Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore to the condition immediately prior to such use or activity, such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, at Grantor's sole expense.

#### **ARTICLE IV. PROHIBITED USES**

The Protected Property shall be maintained to preserve the Conservation Purposes and Conservation Values of this Easement. Without limiting the generality of the foregoing Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted, except as may be provided elsewhere herein.

A. Except as otherwise specifically authorized herein, there shall be no dumping or placing of contaminated soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials or toxic substances, pollutants or contaminants, including, but not limited to, those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991, or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, hereinafter collectively referred to as "Contaminants", on the Protected Property. However, this provision shall not be construed to prevent the deposit of household, agricultural, or animal wastes generated on the Protected Property, provided such deposits are biodegradable.

B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, lime rock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of activities permitted by this Easement.

C. Subdivision of the title to the Protected Property is prohibited.

D. Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Protected Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Protected Property that would be detrimental to water quality or which could alter natural water level or flow in or over the Protected Property, unless otherwise specifically provided for in this Easement.

E. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Protected Property having historical or archaeological significance as those portions of the Protected Property are identified in the BNRI. Grantor shall notify the Florida Department of Historical Resources or its successor if historical, archaeological or cultural sites are discovered on the Protected Property, and any site deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of the creation of this Easement. Grantor will follow the Best Management Practices (BMPs) of the Division of Historical Resources, as amended from time to time.

F. There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to cypress trees and any trees or vegetation in wetlands, except as otherwise specifically provided in this Easement. Provided, however, that in connection with any future agricultural operations by Grantor in areas currently improved for agricultural activities established by the BNRI, Grantor may mow, herbicide cut, chop, burn, remove and otherwise maintain vegetation as long as Grantor performs such tasks in accordance with BMPs.

G. There shall be no planting of invasive exotic or nuisance, aquatic and terrestrial species. Grantor shall make reasonable efforts to manage the occurrence of invasive exotic or nuisance, aquatic and terrestrial species to the extent practicable and economically feasible. Subject to the above, Grantor shall, at a minimum, conduct sufficient management and control to maintain invasive exotic or nuisance, aquatic and terrestrial species at the same or a lower percentage of cover as that identified in the BNRI. Such management and control shall apply to the following species: Brazilian Pepper, Melaleuca, Japanese and Old-World climbing fern, Skunk Vine, Tropical Soda Apple, Cogon Grass, Torpedo Grass, Australian Pine, Water Hyacinth, Hydrilla, Air Potato, Chinese Tallow, Water Lettuce, Kudzu and any other invasive exotic or nuisance species identified by Grantee during any inspections conducted to determine compliance with the terms and conditions of this Easement. To limit the introduction of invasive species, any new livestock that may be brought to the Protected Property subsequent to the effective date of this Easement by the Grantor will be quarantined for seven (7) days and determined to be free of exotic seed prior to release on the Protected Property. If



any condition arises that prevents Grantor from complying with the requirements of this provision, the Grantor may request Grantee's assistance. For purposes of this Easement, pasture grasses shall not be considered invasive exotic, or nuisance species, however Grantor shall be responsible for ensuring that, pasture grasses do not encroach on lands identified as natural lands in the BNRI. Furthermore, Grantor hereby grants to Grantee the right, after consultation with Grantor, at Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics or non-native plants on the Protected Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this Paragraph IV(G) or as an obligation of the Grantee.

H. Agricultural chemicals that may be used by Grantor, including fertilizers, pesticides and herbicides, shall only be applied in such amounts and with such frequency of application that constitute the minimum necessary to perform noxious weed control, habitat enhancement and restoration, timber management and agricultural and residential activities permitted under this Easement. The use of such chemicals shall be in compliance with the manufacturer's label instructions, BMPs and all applicable Local, State and Federal laws, rules, and regulations, and conducted in such a manner as to minimize adverse environmental effects on the Protected Property. Grantor is prohibited from using biological weed and insect control agents without obtaining prior written approval from Grantee, such approval shall not be unreasonably withheld.

I. Commercial or industrial activity, and ingress, egress or other passage across or upon the Protected Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations and confined animal feed lot operations, other than activities associated with the Grantor's Reserved Rights.

J. New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on, or above the ground of the Protected Property except as may be incidental to Grantor's maintenance and normal operation of the Protected Property including, without limitation, bridges, or culverts, fences, power lines, etc., or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of this Paragraph IV(J) the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes of this Easement.

K. The construction or creation of new roads or jeep trails except where nature has rendered an existing trail unusable or new or replacement roads and trails are necessary to serve Grantor's retained use rights and with the prior approval of Grantee, such approval shall not be unreasonably withheld.

L. Dirt bike/motocross track, and mudbogging in natural areas is specifically prohibited.

M. Areas identified for agricultural activities as established by the BNRI may be used for those activities and shall not be converted to more intense agricultural use.

Lands that are identified as wetlands in the BNRI shall remain wetlands and lands identified as undisturbed natural areas in the BNRI shall remain undisturbed natural areas.

N. Grantor shall take no actions or activities that may reasonably be expected to adversely affect threatened and endangered species. Grantor shall take no action that will harm, as defined in the Endangered Species Act, 16 U.S.C. 1531 et. seq. and implementing regulations of the U.S. Fish and Wildlife Service, a threatened or endangered species identified on the then current list for threatened and endangered species adopted by the U.S. Fish and Wildlife Service at 50 C.F.R. 17.11, and 17.12; Rules 68A-27.003, 68A-27.004, adopted by the Florida Fish and Wildlife Conservation Commission; and Rule 5B-40.0055, adopted by the Florida Department of Agriculture and Consumer Services. A current list for such threatened or endangered species is and provided in the BNRI.

O. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property, except that Grantee may erect and maintain signs designating the Protected Property as land under the protection of Grantee or designating the ranch name.

P. There shall be no commercial water wells on the Protected Property. Provided, however, Grantor may construct a new well, incident to allowed uses on the Protected Property and subject to legally required permits and regulations.

## **ARTICLE V. GRANTOR'S RESERVED RIGHTS**

Grantor reserves to itself and its successors, guests, or invitees, and assigns, the following specified rights ("Reserved Rights"), which are deemed to be consistent with the Conservation Purposes of this Easement. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state and federal law, as amended from time to time, as well as in accordance with the Conservation Purposes of this Easement.

A. The right to observe, maintain, and photograph, wildlife on the Protected Property; to plant millet, grass or similar crops in existing pasture areas; to use the Protected Property for non-commercial hiking, camping, charitable, educational or conservation events, ecological tours, horseback riding and other equestrian activities and related uses, canoeing or kayaking so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Protected Property or Grantee's rights, as stated above, and are consistent with the Conservation Purposes of this Easement.

B. Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Protected Property and Grantor may lease such rights with prior notice to the Grantee, but such lease shall not require the consent or approval of the

Grantee. Grantor shall not use nor allow others to use any portion of the Protected Property as a commercial or large-scale shooting range or target area.

C. The right to conduct controlled or prescribed burning and mechanical brush control on the Protected Property in accordance with applicable BMPs.

D. The right to mortgage the Protected Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.

E. The right to contest tax appraisals, assessments, taxes and other charges on the Protected Property.

F. The right to continue to exclusive use of the improvements depicted in the BNRI and as otherwise allowed in this Easement.

G. Grantor may engage in agricultural operations on the Protected Property, as indicated in the BNRI, provided such operations are conducted in accordance with applicable BMPs. Any existing ponds as indicated in the BNRI may be maintained for fishing in accordance with all applicable Local, State and Federal laws, rules, and regulations, and applicable BMPs. Grantor shall not use the Protected Property for dairy, swine, poultry, feedlot operations, row crops, or citrus production activity. Lands that are established by the BNRI as being natural lands shall remain natural lands. In the event any of the areas of improved pasture eligible for agricultural operations is restored to its pre-conversion, natural condition as part of an approved mitigation or restoration project, they shall thereafter remain in their natural condition. Grantor and Grantee intend for the Protected Property to remain in its existing state except as otherwise provided herein.

H. **Silviculture.** Grantor shall have the right to conduct forestry operations, that include logging and associated activities, on the Protected Property in accordance with the Florida Department of Agriculture and Consumer Services (FDACS) BMPS and subject to the conditions and restrictions set forth below.

1. **Harvesting in Natural Pine Uplands.** Selective pine harvesting by Grantor is restricted to the extent that after such pine harvesting, the remaining stand shall retain at a minimum approximately twenty-five (25) square feet of basal area per acre and the leave trees shall be chosen from the population of the dominant and the co-dominant. Grantee acknowledges that the activity of harvesting trees may coincidentally damage otherwise healthy, hardwood trees.

2. **Pine Plantation Harvesting.** Notwithstanding the prohibition against planting non-indigenous species set forth in paragraph G, of Article IV, any species of pine commonly planted in Florida for pine plantations and not otherwise prohibited by law may be harvested and replanted in upland areas in accordance with all applicable BMPS for pine plantations. Upon harvesting or clearing an area identified as a pine plantation in the BNRI Grantor may convert the area to improved pasture and, upon conversion, may

subsequently convert pasture to pine plantation with prior notice to the Grantee, but such conversion shall not require the consent or approval of the Grantee.

**3. Limits on restrictions.** Nothing contained in this paragraph shall be construed as prohibiting Grantor from pruning and thinning trees in accordance with good forest management practice and forestry management plans prepared by a professional forester; removing trees that are damaged, diseased or dangerous; and removing exotic plants and noxious weeds.

The right to construct improvements consisting of two (2) Residence(s) and associated improvements not to exceed a total of 10,000 square feet of impervious surface. A single driveway for access not to exceed 20 feet in width and the minimum length necessary to reach the residence may be constructed and is separate and apart from the impervious surface limitation above. The location of the improvements and driveway shall be provided to the Grantee prior to submittal of building permits and construction. Linear utilities and access roads to the residential improvements may extend beyond the area necessary to service the Residence and Associated Improvement, subject to Grantee's approval. Grantee shall have fifteen (15) business days within which to provide Grantor with any comments.

1. "Residence" means a residential dwelling structure containing at a minimum permanently installed cooking, or indoor or outdoor sanitary facilities. A residence may include attached or detached household guest and employee quarters and a home occupation or professional office of the occupant and may have Associated Improvements as hereinafter defined.
2. "Associated Improvements" means such other buildings, structures, living quarters, recreational facilities, and improvements as are customarily appurtenant to comparable residential dwellings in the vicinity of the Protected Property, including but not limited to garages, barns, stables, paddocks, run-in sheds, storage sheds, swimming pools, tennis courts, guest quarters, energy generation or transmission facilities and utilities including electric, solar, water, and septic systems, leach fields, telecommunication receiving and transmittal devices, docks, gazebos, bird homes and nesting areas, water pipelines, and other buildings and facilities for all residential, agricultural, and forestry uses.

I. The right to construct, maintain and repair barns, signs, roads, fences, ponds and drainage ditches, or other structures or buildings, including any movement of soil on the Protected Property necessary to complete permitted improvements, including Grantor's retained rights within the Residence and Associated Improvements, and all utilities required to support such improvements necessary for agricultural activities not prohibited by this Easement, in accordance with all applicable Local, State and Federal laws, rules, and regulations, and applicable BMPs.

J. The right to hold temporary or seasonal outdoor activities or events ("Activities") that do not permanently alter the physical appearance of the Protected

Property and that do not impair the Conservation Values of the Protected Property and the Conservation Purposes of this Easement.

K. The right to take action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Protected Property, in accordance with all applicable Local, State, and Federal laws, rules, and regulations, and applicable BMPs and are consistent with the Conservation Values of the Protected Property and the Conservation Purposes of this Easement.

L. The right to take emergency action to preserve and protect Grantor's rights herein in response to natural disasters, environmental hazards, or threats to human safety.

M. The right to bring any legal action permitted under Florida law in a court of competent jurisdiction, if Grantor believes that Grantee has unreasonably withheld approvals or interferes with or unreasonably denies any of Grantor's reserved rights.

N. The right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted on the Protected Property under this Easement are subject to Grantee's approval which shall not be unreasonably withheld. Activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Protected Property include, but are not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration and biodiversity mitigation provided that the land will continue to be used for its authorized purpose, the mitigation proposal will provide environmental benefits over and above the terms of this Easement, and does not result in the extinguishment of this Easement or any of its terms.

## **ARTICLE VI. MISCELLANEOUS TERMS**

A. **Recordation.** Grantor shall record this Easement and any amendments thereto in a timely fashion in the Official Records of Hernando County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Easement in the public records.

B. **Ad Valorem Taxes.** Grantor agrees to make timely payment of all ad valorem taxes on the Protected Property. In each tax year, Grantor shall provide Grantee written proof of payment of taxes on the Protected Property on or before the date such taxes would be considered delinquent.

C. **Indemnification.** Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorney fees and costs, and attorney's fees and costs on appeal, caused or incurred, in whole or in part as a result of any action or activity of the Grantor,

its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Protected Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Protected Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or extend Grantee's liability beyond the limits established in Section 768.28, F.S., or constitute consent to be sued by third parties.

D. **Monitoring.** Inspections by the Grantee shall occur annually and may occur as often as reasonably necessary to monitor Grantor's exercising of its reserved rights and enforce the terms and conditions of this Easement. Grantor shall assist Grantee in the monitoring and enforcement of the terms and conditions of this Easement. The Grantee and its agents, employees, contractors, assigns, and other authorized persons may enter upon, over and across the Protected Property, to inspect it, not including building interiors, for the purpose of ensuring compliance with the terms and conditions of this Easement, so long as such entry does not interfere with the rights and uses of the Protected Property retained by the Grantor and provided that Grantee notify Grantor at least seven (7) days before said inspection except in the case of an emergency or if Grantee has reason to believe there has been a violation, in which notice must be given no less than twenty-four (24) hours before said inspection. The Grantee shall provide Grantor with a written list of employees and other authorized entities assigned to monitor and enforce the terms and conditions of this Easement in accordance with this Paragraph VI(D).

E. **Public Access.** No right of access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

F. **Notice of Violation.** In the event any of the terms and conditions of this Easement are violated, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Hillsborough County, Florida. As a condition precedent for filing of any lawsuit, the Parties shall perform the mediation process immediately stated below.

G. **Mediation.** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Easement promptly by confidential mediation before resorting to litigation.

H. **Notices.** Any notice, demand or request which may be or is required or to be given under this Easement shall be delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested, and shall be addressed to Grantor or to Grantee at the addresses first set forth above.



I. **Approvals.** When Grantor's or Grantee's approval is required, a request for such approval shall be made in writing and shall include information identifying the proposed site or activity with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the approval is required. In the case of withholding of approval, Grantor or Grantee shall notify the requesting party in writing with reasonable specificity, the reasons for withholding approval, and the conditions, if any, on which approval might otherwise be given. Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them either separately or jointly.

J. **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

K. **Severability; Liberal Construction.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement and consistent with the perpetual protection of the Conservation Values of the Protected Property shall be favored over any interpretation that would be inconsistent therewith. This Easement shall be construed and interpreted with the intention of conforming to the requirements of Section 170(h) of the Code and Section 704.06, F.S. Neither this Easement nor any uncertainty or ambiguity herein shall be presumptively construed against Grantee, whether under any rule of construction or otherwise.

L. **Entire Agreement.** This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be changed, altered, or modified. In the event any terms or provisions of this Easement are determined by competent judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or shall be construed or deleted as such authority determines, and the remainder of this Easement shall be construed as being in full force and effect.

M. **Force Majeure.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any actions against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, trespass, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

N. **Assignment Limitations.** Grantee shall not assign its interest in this Easement except to the State of Florida, the successor in interest to the Grantee or a

political subdivision of the State of Florida, without first obtaining the prior written consent of the Grantor, which may be withheld by Grantor in its sole discretion. Any assignment without such consent shall be void and have no effect. If Grantee shall cease to exist or cease to be authorized to hold conservation easements under Florida law, then Grantee's rights and obligations under this Easement shall immediately become vested in the State of Florida.

O. **Successors; Benefits and Burdens.** The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the Parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Protected Property. An owner of the Protected Property shall only be responsible for those violations first occurring on the Protected Property during such owner's ownership, and while still an owner of the Protected Property. Notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Protected Property unless an estoppel or compliance certificate was obtained by such subsequent owner prior to or at the time of the transfer of the Protected Property's ownership to such subsequent owner.

P. **Condemnation.** If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full fair market value of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking, without regard to any diminution in value attributable to the Easement. Prior to the payment of any expenses reasonably incurred by the Parties to this Easement in connection with such taking, Grantee shall be entitled to its proportionate share from the recovered proceeds. The respective rights of Grantor and Grantee set forth in this Paragraph VI(P) shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Easement as of the effective date of this grant.

Q. **Representation of Authority.** Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

R. **Effective Date.** This Easement and the restrictions arising hereunder shall be effective after all signatures required by law have been affixed hereto and the Easement has been recorded in the official records of Hernando County, Florida.

S. **Definitions.** For the purpose of this Easement, the following definitions shall apply:

1. "Improved Pasture" shall be considered grazing lands of introduced species or domesticated native forage species that receive periodic renovation and

cultural treatments such as tillage, fertilization, mowing, or weed control and for the purposes of this Easement, identified in the BNRI as improved pasture.

2. "Native Range" shall be considered land on which the existing vegetation, whether growing naturally or through management, is suitable for grazing and browsing of domestic livestock at least part of the year. Native range includes any natural grasslands, savannas, shrub-lands, woodlands and wetlands which support a vegetative cover of native grasses, grass-like plants, forbs, shrubs or other natural species and for the purposes of this Easement, as identified in the BNRI as native range.
3. "Improved Lands" shall be defined as those lands where indicated as such in the BNRI and include all residential and agricultural structures and related improvements.
4. "Best Management Practices" as referenced throughout this document are considered to include those generally accepted practices currently approved (subject to future change) by FDACS in conjunction with any or all of the following:

U.S. Department of Agriculture Natural Resources Conservation Service  
United States Fish and Wildlife Service  
Florida Fish and Wildlife Conservation Commission  
Florida Forest Stewardship Program  
Florida Division of Historical Resources  
University of Florida Institute of Food and Agricultural Sciences  
Florida Cattleman's Association

5. "Commercial or industrial activity" shall be defined as any use or activity which is not permitted within this Easement for which a financial benefit is sought or for which money is charged, whether or not the activity or use is profitable. Prohibited activities include but are not limited to swine, dairy and poultry operations and confined animal feed lot operation. Permitted activities include events related to charitable, educational or conservation events or groups, ranching, ecological tours, hunting and fishing rights reserved to Grantor herein, and other activities whose purpose is management of wildlife on the Protected Property.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.

**IN WITNESS WHEREOF** Grantor has caused this Easement to be executed the day and year first above written.

Witnesses:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
By: Robert F. Richardson

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, and who is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public  
Print: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
By: Stacy A. Richardson

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, and who is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public  
Print: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibit "1"  
Legal Description

Approved for use by the Survey Section 09-06-2016, W.O. 16-156.

Remainder of this page intentionally left blank.

COPY



**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE****April 25, 2023****Discussion: Action Item: Offer for Surplus Lands – Green Swamp East (GSE-3), SWF Parcel No. 10-200-1282S***Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase for a parcel located in Green Swamp East (GSE-3), SWF Parcel No. 10-200-1282S, attached as Exhibit 1. A general location map and site map are attached as Exhibits 2 and 3.

*Background*

The Green Swamp Region consists of approximately 870 square miles of which almost one half has been protected through public ownership and conservation easements. The Green Swamp is a unique and critical natural asset with statewide significance. The water and natural resource values of the Green Swamp have made it a high priority for protection through public acquisition by the District, State, and Local governments. The District periodically assesses its property to identify ownership efficiencies that can be achieved from reconfiguration or holding a different ownership interest or a disposition that will still allow the water and natural resources to remain protected. Because of the recognized importance of the Green Swamp area, the District Governing Board determined that the GSE-3 property could be a surplus property if a conservation easement was retained over the property.

The GSE-3 parcel comprises 227 acres with approximately 120 acres of uplands and 107 acres of wetlands. Additionally, the GSE-3 parcel has no road frontage, does not include legal access via any easement and therefore has no legal motorized vehicular access. The property has been listed with Saunders Real Estate since 2016. There has been very little interest in this property even with the recent market upturn. The property has been advertised through multiple media sources and personal contacts since that time. The buyer has acknowledged and understands the lack of legal access and is willing to purchase the property subject to same.

*Summary of Value and Offer*

The most recent appraisal of the property has a valuation date of January 23, 2023. The appraisal report was prepared by Nick Mancuso with Mancuso Real Estate Services and determined that the highest and best use for the property was agriculture and/or recreational use with one residential dwelling and sets forth the appraised value of the property encumbered with a conservation easement of \$272,000, or approximately \$1,198 per acre. A sales summary and adjustment grid from the appraisal is attached as Exhibit 4, and the complete appraisal report is available upon request. The offer received for this property is \$275,000 or approximately \$1,211 per acre.

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. The current offer being presented for consideration to the Governing Board is above the appraised value and the contract details are as follows:

*Sale Terms*

- The District will deliver title to the buyer by Quit Claim Deed and the buyer will in turn convey back to the District a conservation easement over the property that will allow some expanded agriculture

development of the property. The buyer will have the right to construct one residence and associated improvements in accordance with the Conservation Easement. A copy of the Conservation Easement is attached as Exhibit 5.

- The purchase price is fixed without adjustment provisions.
- The Buyer will make a deposit of five percent of the contract price, or \$13,750 with a closing to occur no more than 45 days after the effective date of the Contract for Sale and Purchase.
- The buyer will pay the real estate commission of \$16,500 to Saunders Real Estate.
- The buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

#### *Benefit/Costs*

The proceeds from the sales of surplus lands allows 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 more effectively meet the District's core mission.

#### 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:

Ellen Morrison, Bureau Chief, Land Resources

Approved by Attorney: \_\_\_\_\_

CT

## CONTRACT FOR SALE AND PURCHASE

**THIS Contract for Sale and Purchase (Contract)** is made this 2/21 day of, 2023, 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 Spike Enterprises, Inc., as Trustee of Trust NO. 5071210, having an address of P.O. Box 784527 Winter Garden, FL 34778-4527 (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 will be binding for Ninety (90) days after such execution by Buyer. If this Contract is not executed by the District on or before Ninety (90) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract will terminate.
3. **EFFECTIVE DATE:** The effective date of this Contract will 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 will terminate.
5. **PURCHASE PRICE:** The total purchase price for the Property will be two hundred seventy five dollars (\$275,000), which will be paid in the following manner:
  - a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer will 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 closing agent designated by the District, as earnest money (Deposit). In the event this Contract is terminated under Paragraphs 2, 4, 9, or 13 of this Contract, or as a result of the District's default under paragraph 14 of this contract, the District will return the Deposit to Buyer.
  - b. **Balance:** The balance of the purchase price will 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 will be closed no later than one hundred (100) days from the effective date referenced in Paragraph 2, unless this

Contract for Sale and Purchase  
Parcel Name: GSE-3  
SWF Parcel No.: 10-200-1282S

Revised 3/1/2021

Contract is terminated pursuant to Paragraphs 2, 4, 9, 13, or 14. The following are additional details of closing:

- a. **Time and Place**: The date, time and place of closing will be set by the District.
- 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 Meridian Title Company Inc., having an address of 37837 Meridian Ave STE 100, Dade City, FL 33525, as the escrow agent for closing. The Buyer will pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein will affect the purchase price or terms of this Contract.
- d. Buyer will also be responsible for paying SVN Saunders Ralston Dantzler Real Estate in the amount of sixteen thousand five hundred dollars (\$16,500), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

Commission Schedule: Maximum Compensation Rate			
Purchase Price for the Property			Maximum Rate
The first	\$ 0	- \$ 1,000,000	6.0%
The next	\$ 1,000,001	- \$ 5,000,000	5.0%
The next	\$ 5,000,000	and over	4.0%

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. **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.

Contract for Sale and Purchase  
Parcel Name: GSE-3  
SWF Parcel No.: 10-200-1282S

Revised 3/1/2021

9. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within ninety (90) days from the effective date of this Contract (Due Diligence Period).

- a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer's intended use and development and to have accepted the Property in its present "as is" condition.
- b. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District will have thirty (30) days from receipt of Buyer's notice to cure the specified deficiencies. If the deficiencies are identified by a survey, the survey must meet the requirements for a **Certified Boundary Survey in accordance with Chapter 472, Florida Statutes**, and must be provided to the District for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer's title insurance company within the 30-day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found.
- c. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property.

10. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period specified in paragraph 9 and subject to the same notices and waivers. 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. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in

the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

13. **RISK OF LOSS:** If substantial damage to the Property (more than \$5,000) occurs between the date of this Contract and the date of closing, the District will have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer will complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property, Buyer's sole remedy will be the right to terminate this Contract by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. If damage to the Property is \$5,000 or less, the parties will proceed to closing as though no damage had occurred.

14. **DEFAULT:** If Buyer fails to close within \_\_\_\_\_ (110) days from the effective date referenced in Paragraph 3, the District will retain the Deposit, this Contract will terminate, and the District and Buyer will be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within \_\_\_\_\_ (110) days from the effective date referenced in Paragraph 3, the District will return the Deposit to Buyer, this Contract will terminate, and Buyer and the District will be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 13, Risk of Loss.

15. **ATTORNEYS' FEES AND COSTS:** Except as provided in Paragraph 9, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

16. **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.

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

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

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

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

21. **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 will be revised by or at the direction of the District and will be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property will 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 will constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

22. **SURVIVAL**: Paragraphs 6c, 7, 11 and 15 of this Contract will survive delivery and recording of deed and possession of the Property.

23. **COUNTERPARTS AND AUTHORITY TO SIGN**: The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

24. **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)

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**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

By: Barbie Williams

Name: Barbie Williams

Title: Secretary

Date: 2/21/23

*Penelope Y. Jones*  
Witness

PENELOPE Y. JONES  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit "A"  
Legal Description

Legal Description Parcel

Remainder of this page intentionally left blank.

**Exhibit A**

**Legal Description of Property**

**Description of Surplus Parcel: 10-200-1282S (GSE-3)**

A portion of those lands located in Section 1, Township 25 South, Range 24 East as described in Official Records Book 1645, Page 206 of the Public Records of Polk County, Florida, together with a portion of those lands located in Section 2, Township 25 South, Range 24 East as described in Official Records Book 1645, Page 963 of the Public Records of Polk County, Florida being described as follows:

**The West 900.00 feet of the NE 1/4;**

**That part of the NW 1/4 lying East of the S.C.L Railroad;**

**The North 800.00 feet of the SW 1/4 lying East of the S.C.L. Railroad;**

**All of the above said lands are lying in and being a part of SECTION 1, TOWNSHIP 25 SOUTH, RANGE 24 EAST, Polk County, Florida.**

**TOGETHER WITH:**

**The North 1/2 of the NE 1/4 of Section 2, Township 25 South, Range 24 East, lying East of the S.C.L Railroad in Polk County, Florida.**

Approved for use by the Survey Section 10-10-2018, W.O. 15-189.

**Remainder of this page intentionally left blank**

**GSE-3  
SWF PARCEL NO. 10-200-1282S**

**Exhibit "B"**  
**Southwest Florida Water  
Management District Requirements  
for Surplus Boundary Surveys**

- All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- The survey will be certified to the Southwest Florida Water Management District
- The following certification will appear on the survey map:

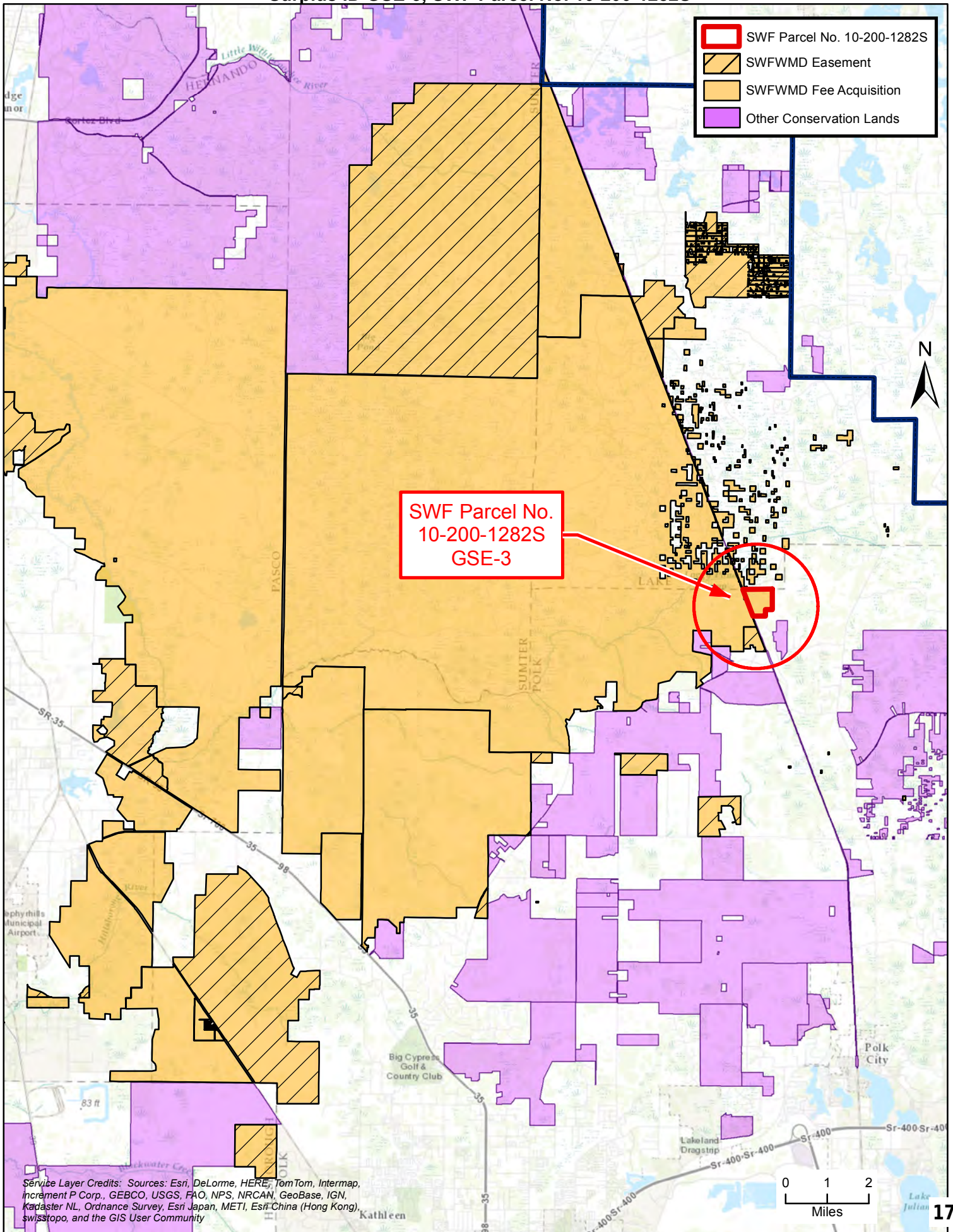
**THIS \_\_\_\_\_ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.**

- Title Commitment exceptions must be addressed on the survey.
- When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.
- When the question or establishment of mean high water, safe upland elevation or ordinary high-water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: DEP Sovereign Letter.pdf)
- All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned on the map of survey.
- The legal description of the parcel being surveyed will be shown on the map of survey.

Remainder of this page intentionally left blank.



**Exhibit 2**  
**Green Swamp Wilderness Preserve East Tract**  
**Surplus ID GSE-3, SWF Parcel No. 10-200-1282S**





**Exhibit 3**  
**Green Swamp Wilderness Preserve East Tract**  
**Surplus ID GSE-3, SWF Parcel No. 10-200-1282S**

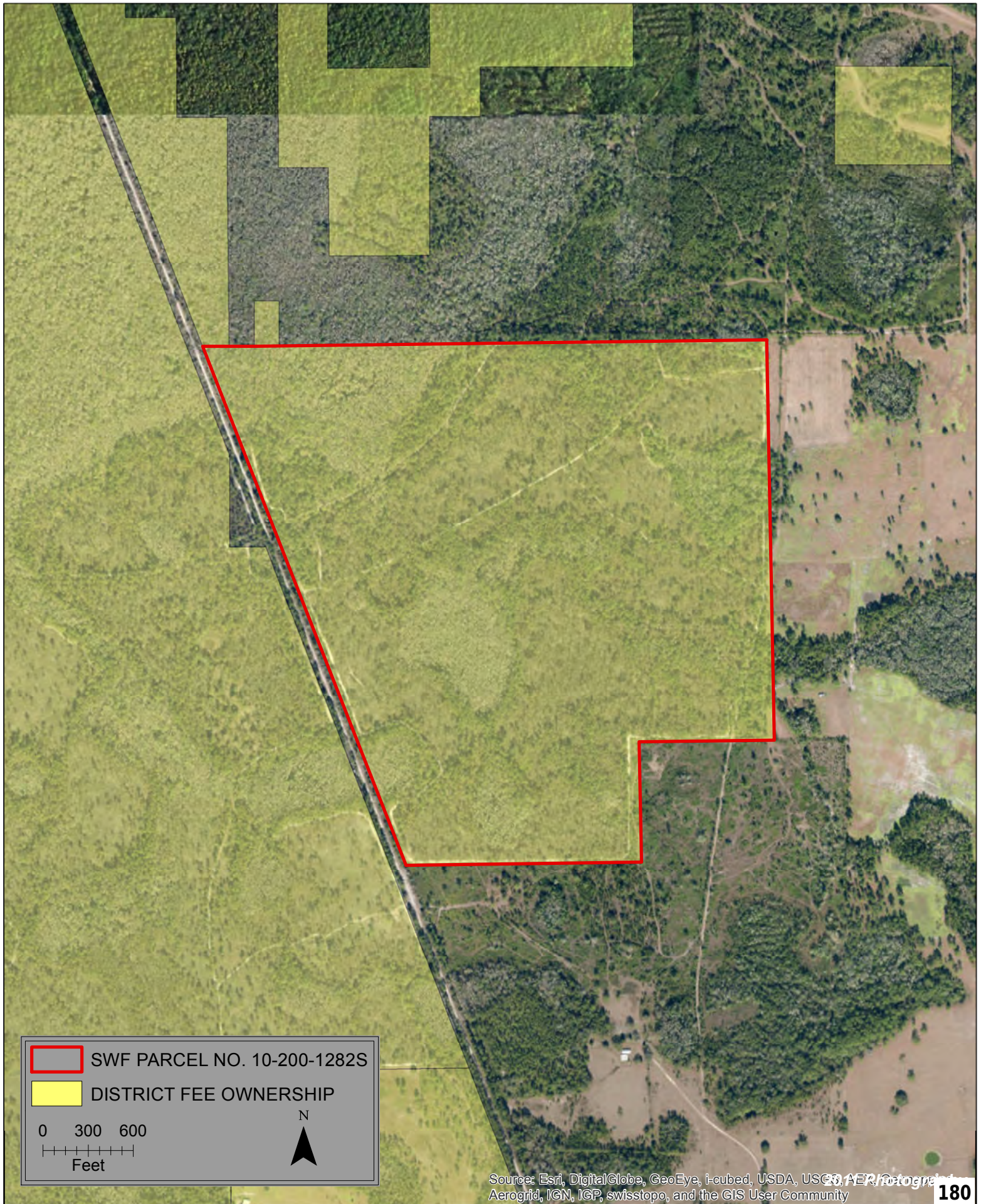




EXHIBIT 4

Comparable Sales Chart and Adjustment Grid – After Acquisition Valuation

Sale Number	Subject	Sale #1	Sale #2	Sale #3	Sale #4
Location	Van Fleet Trail	Van Fleet Trail	Jack Pines Lane	Oil Well Rd	NW 128 <sup>TH</sup> Ave
City			Ormond Beach	Clermont	
County	Lake	Polk	Volusia	Lake	Okeechobee
Sale Date	N/A	March 2022	July 2020	May 2021	June 2022
Sale Price	N/A	\$141,200	\$276,000	\$250,000	\$800,000
Size: Acres	227	124 ac.	280	167.35	323.41 ac.
Shape:	Irregular	Triangular	Irregular	Irregular	Rectangular
Zoning/Land Use Classif.	Ag/Conserv	Ag/Conserv	Forestry Resource/ESC	Ag / RR	AC/Ag
% Uplands	53% +/-	48.7%	29.6% +/-	5.3% +/-	68%
Access:	Poor/via walking	Poor/via walking	No legal access; trails to within about 50 feet	Paved road frontage	Paved road frongae
Use Restrictions:	VanFleet Trail No building	VanFleet Trail Conservation Easement; No building	No building	Can build huts or cabins only	Conservation Easement; No building
Unadjusted \$/gross acre	N/A	\$1,139	\$986	\$1,494	\$2,474
Adjustments:					
Conditions of Sale	-	Similar	Similar	Similar	Similar
Financing	-	Similar	Similar	Similar	Similar
Sale Date	-	<u>Similar</u>	<u>Inferior</u>	<u>Similar</u>	<u>Similar</u>
Adjusted Sales Price	-	\$141,200	\$276,000	\$250,000	\$800,000
Adjusted \$/gross acre	-	\$1,139	\$986	\$1,494	\$2,474
Physical Adjustments:					
Location	Average	Similar	Similar	Similar	Similar
Size	227 acres	Similar	Similar	Similar	Similar
Shape	Irregular	Inferior	Similar	Similar	Similar
Access	Van Fleet Trail	Similar	Inferior	Much Superior	Much Superior
% Uplands	53%	Similar	Similar	Inferior	Similar
Use Restrictions	No building	Similar	Similar	Similar	Similar
Zoning/Land Use Classif	Ag/Conserv	<u>Similar</u>	<u>Similar</u>	<u>Similar</u>	<u>Similar</u>
Overall Comparison	-	Slightly Inferior	Inferior	Superior	Much Superior
\$ / Gross Acre		\$1,139	\$986	\$1,494	\$2,474

EXHIBIT

Prepared by return to:  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604-6899  
Attn. Operations and Land Management Bureau

**CONSERVATION EASEMENT**

This Easement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee", collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Grantor is the sole owner in fee simple of certain real property in Polk County, Florida, more particularly described in Exhibit "1" attached hereto hereinafter referred to as the "Protected Property"; and

**WHEREAS**, Grantor and Grantee mutually recognize the ability to maintain the conservation values of the Protected Property and the natural, scenic, open, and special character of the Protected Property while allowing certain recreational and agricultural use by the Grantor. The Parties have the common purpose of conserving that certain natural, scenic, open and special character of the Protected Property hereinafter, collectively, the "Conservation Values" by conveyance to Grantee of a perpetual conservation easement on, under, over, and across the Protected Property, which shall act to conserve and protect the Conservation Values of the Protected Property. It further being the intent of the Parties to prohibit certain further development activity on the Protected Property; and

**WHEREAS**, Grantee is a public entity authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

**NOW THEREFORE**, to achieve these purposes, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the Laws of Florida, and in particular §704.06, Florida Statutes (F.S.), but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth ("Easement").

PERPETUAL CONSERVATION EASEMENT  
SWF PARCEL NO. 10-200-1304C

Revised 11/9/2017

## **ARTICLE I. DURATION OF EASEMENT**

This Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, and its personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

## **ARTICLE II. PURPOSE OF EASEMENT**

A. It is the purpose of this Easement to protect and preserve, in perpetuity, the natural, scenic and special character, ecological and hydrological integrity, and habitat for indigenous plant and animal life on the Protected Property, more specifically described in Exhibit "1", attached hereto and incorporated herein, and will confine the use of the Protected Property to such activities as are consistent with the purposes of this Easement, ("Conservation Purposes").

B. The specific Conservation Values for the Protected Property are documented in the Baseline Natural Resources Inventory ("BNRI") for this Easement in Polk County, Florida, dated \_\_\_\_\_, which consists of reports, maps, photographs, and other documentation that the Parties agree, and hereby acknowledge, provide, collectively, an accurate representation of the Protected Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The BNRI is maintained in the offices of the Grantee and is incorporated into and made a part of this Easement. A copy of the BNRI is available from the District on request.

Grantor intends that this Easement will confine the use of the Protected Property to such activities as are consistent with the Conservation Purposes of this Easement and the Conservation Values as documented in the BNRI.

## **ARTICLE III. RIGHTS GRANTED TO THE GRANTEE**

To accomplish the Conservation Purposes of this Easement the following rights are conveyed to Grantee by this Easement.

A. The right to preserve, protect, and enforce in perpetuity the Conservation Values and Conservation Purposes of the Protected Property as set forth in Article II of this Easement.

B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property except as may be specifically reserved to Grantor in this Easement are hereby terminated and extinguished. The Protected Property nor any portion thereof may be used for purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or

extinguished by this Easement shall be transferred to any other lands. No development rights or density credits may be transferred onto the Protected Property from any other property.

C. The right to enter upon, over and across the Protected Property, including the right to use unmanned aerial vehicles, not including building interiors, to inspect it for the purpose of ensuring compliance with the terms and conditions of this Easement, in accordance with Paragraph VI(D).

D. The right to prevent any activity on or use of the Protected Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore to the condition immediately prior to such use or activity, such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, at Grantor's sole expense.

#### **ARTICLE IV. PROHIBITED USES**

The Protected Property shall be maintained to preserve the Conservation Purposes and Conservation Values of this Easement. Without limiting the generality of the foregoing Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted, except as may be provided elsewhere herein.

A. Except as otherwise specifically authorized herein, there shall be no dumping or placing of contaminated soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials or toxic substances, pollutants or contaminants, including, but not limited to, those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991, or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, hereinafter collectively referred to as "Contaminants", on the Protected Property. However, this provision shall not be construed to prevent the deposit of household, agricultural, or animal wastes generated on the Protected Property, provided such deposits are biodegradable.

B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of activities permitted by this Easement.

C. Subdivision of the title to the Protected Property is prohibited.

D. Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Protected Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Protected Property that would be detrimental to water quality or which could alter natural water level or flow in or over the Protected Property, unless otherwise specifically provided for in this Easement.

E. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Protected Property having historical or archaeological significance as those portions of the Protected Property are identified in the BNRI. Grantor shall notify the Florida Department of Historical Resources or its successor if historical, archaeological or cultural sites are discovered on the Protected Property, and any site deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of the creation of this Easement. Grantor will follow the Best Management Practices (BMPs) of the Division of Historical Resources, as amended from time to time.

F. There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to cypress trees and any trees or vegetation in wetlands, except as otherwise specifically provided in this Easement. Provided, however, that in connection with any future agricultural operations by Grantor in areas currently improved for agricultural activities established by the BNRI, Grantor may mow, herbicide cut, chop, burn, remove and otherwise maintain vegetation as long as Grantor performs such tasks in accordance with BMPs.

G. There shall be no planting of invasive exotic or nuisance, aquatic and terrestrial species. Grantor shall make reasonable efforts to manage the occurrence of invasive exotic or nuisance, aquatic and terrestrial species to the extent practicable and economically feasible. Subject to the above, Grantor shall, at a minimum, conduct sufficient management and control to maintain invasive exotic or nuisance, aquatic and terrestrial species at the same or a lower percentage of cover as that identified in the BNRI. Such management and control shall apply to the following species: Brazilian Pepper, Melaleuca, Japanese and Old World climbing fern, Skunk Vine, Tropical Soda Apple, Cogon Grass, Torpedo Grass, Australian Pine, Water Hyacinth, Hydrilla, Air Potato, Chinese Tallow, Water Lettuce, Kudzu and any other invasive exotic or nuisance species identified by Grantee during any inspections conducted to determine compliance with the terms and conditions of this Easement. To limit the introduction of invasive species, any new livestock that may be brought to the Protected Property subsequent to the effective date of this Easement by the Grantor will be quarantined for seven (7) days and determined to be free of exotic seed prior to release on the



Protected Property. If any condition arises that prevents Grantor from complying with the requirements of this provision, the Grantor may request Grantee's assistance. For purposes of this Easement, pasture grasses shall not be considered invasive exotic, or nuisance species, however Grantor shall be responsible for ensuring that, pasture grasses do not encroach on lands identified as natural lands in the BNRI. Furthermore, Grantor hereby grants to Grantee the right, after consultation with Grantor, at Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics or non-native plants on the Protected Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this Paragraph IV(G) or as an obligation of the Grantee.

H. Agricultural chemicals that may be used by Grantor, including fertilizers, pesticides and herbicides, shall only be applied in such amounts and with such frequency of application that constitute the minimum necessary to perform noxious weed control, habitat enhancement and restoration, timber management and agricultural and residential activities permitted under this Easement. The use of such chemicals shall be in compliance with the manufacturer's label instructions, BMPs and all applicable Local, State and Federal laws, rules, and regulations, and conducted in such a manner as to minimize adverse environmental effects on the Protected Property. Grantor is prohibited from using biological weed and insect control agents without obtaining prior written approval from Grantee, such approval shall not be unreasonably withheld.

I. Commercial or industrial activity, and ingress, egress or other passage across or upon the Protected Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations and confined animal feed lot operations, other than activities associated with the Grantor's Reserved Rights.

J. New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on, or above the ground of the Protected Property except as may be incidental to Grantor's maintenance and normal operation of the Protected Property including, without limitation, bridges, or culverts, fences, power lines, etc., or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of this Paragraph IV(J) the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes of this Easement.

K. The construction or creation of new roads or jeep trails except where nature has rendered an existing trail unusable or new or replacement roads and trails are necessary to serve Grantor's retained use rights and with the prior approval of Grantee, such approval shall not be unreasonably withheld.

L. Dirt bike/motocross track, and mudbogging in natural areas is specifically prohibited.

M. Areas identified for agricultural activities as established by the BNRI may be used for those activities and shall not be converted to more intense agricultural use. Lands that are identified as wetlands in the BNRI shall remain wetlands and lands identified as undisturbed natural areas in the BNRI shall remain undisturbed natural areas.

N. Grantor shall take no actions or activities that may reasonably be expected to adversely affect threatened and endangered species. Grantor shall take no action that will harm, as defined in the Endangered Species Act, 16 U.S.C. 1531 et. seq. and implementing regulations of the U.S. Fish and Wildlife Service, a threatened or endangered species identified on the then current list for threatened and endangered species adopted by the U.S. Fish and Wildlife Service at 50 C.F.R. 17.11, and 17.12; Rules 68A-27.003, 68A-27.004, adopted by the Florida Fish and Wildlife Conservation Commission; and Rule 5B-40.0055, adopted by the Florida Department of Agriculture and Consumer Services. A current list for such threatened or endangered species is and provided in the BNRI.

O. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property, except that Grantee may erect and maintain signs designating the Protected Property as land under the protection of Grantee or designating the ranch name.

P. There shall be no commercial water wells on the Protected Property. Provided, however, Grantor may construct a new well, incident to allowed uses on the Protected Property and subject to legally required permits and regulations.

#### **ARTICLE V. GRANTOR'S RESERVED RIGHTS**

Grantor reserves to itself and its successors, guests, or invitees, and assigns, the following specified rights ("Reserved Rights"), which are deemed to be consistent with the Conservation Purposes of this Easement. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state and federal law, as amended from time to time, as well as in accordance with the Conservation Purposes of this Easement.

A. The right to observe, maintain, and photograph, wildlife on the Protected Property; to plant millet, grass or similar crops in existing pasture areas; to use the Protected Property for non-commercial hiking, camping, charitable, educational or conservation events, ecological tours, horseback riding and other equestrian activities and related uses, canoeing or kayaking so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Protected Property or Grantee's rights, as stated above, and are consistent with the Conservation Purposes of this Easement.

B. Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Protected Property and Grantor may lease such rights with prior notice to the Grantee, but such lease shall not require the consent or approval of the Grantee. Grantor shall not use nor allow others to use any portion of the Protected Property as a commercial or large-scale shooting range or target area.

C. The right to conduct controlled or prescribed burning and mechanical brush control on the Protected Property in accordance with applicable BMPs.

D. The right to mortgage the Protected Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.

E. The right to contest tax appraisals, assessments, taxes and other charges on the Protected Property.

F. The right to continue to exclusive use of the improvements depicted in the BNRI and as otherwise allowed in this Easement.

G. Grantor may engage in agricultural operations on the Protected Property, including cattle and equine activities as indicated in the BNRI, provided such operations are conducted in accordance with applicable BMPs. The carrying capacity in animal units may be changed only by written agreement executed by Grantor and Grantee after consultation with U.S. Department of Agriculture Natural Resources Conservation Service to reflect changes in BMPs and when necessary to reflect substantive changes to the number of acres of pasture and natural lands. Any existing ponds as indicated in the BNRI may be maintained for fishing in accordance with all applicable Local, State and Federal laws, rules, and regulations, and applicable BMPs. Grantor shall not use the Protected Property for dairy, swine, poultry, feedlot operations, row crops, or citrus production activity. Lands that are established by the BNRI as being natural lands shall remain natural lands. In the event any of the areas of improved pasture eligible for agricultural operations is restored to its pre-conversion, natural condition as part of an approved mitigation or restoration project, they shall thereafter remain in their natural condition. Grantor and Grantee intend for the Protected Property to remain in its existing state except as otherwise provided herein.

H. **Silviculture.** Grantor shall have the right to conduct forestry operations, that include logging and associated activities, on the Protected Property in accordance with the Florida Department of Agriculture and Consumer Services (FDACS) BMPS and subject to the conditions and restrictions set forth below.

**1. Harvesting in Natural Pine Uplands.** Selective pine harvesting by Grantor is restricted to the extent that after such pine harvesting, the remaining stand shall retain at a minimum approximately twenty-five (25) square feet of basal area per acre and the leave trees shall be chosen from the population of the dominant and the co-dominant. Grantee acknowledges that the activity of harvesting trees may coincidentally damage otherwise healthy, hardwood trees.

**2. Pine Plantation Harvesting.** Notwithstanding the prohibition against planting non-indigenous species set forth in paragraph G, of Article IV, any species of pine commonly planted in Florida for pine plantations and not otherwise prohibited by law may be harvested and replanted in upland areas in accordance with all applicable BMPS for pine plantations. Upon harvesting or clearing an area identified as a pine plantation in the BNRI Grantor may convert the area to improved pasture and, upon conversion, may subsequently convert pasture to pine plantation with prior notice to the Grantee, but such conversion shall not require the consent or approval of the Grantee.

**3. Limits on restrictions.** Nothing contained in this paragraph shall be construed as prohibiting Grantor from pruning and thinning trees in accordance with good forest management practice and forestry management plans prepared by a professional forester; removing trees that are damaged, diseased or dangerous; and removing exotic plants and noxious weeds.

I. The right to construct improvements consisting of one Residence and associated improvements not to exceed a total of 10,000 square feet of impervious surface per residence. An area not to exceed two acres may be cleared for each residence and associated improvements. A single driveway for access not to exceed 20 feet in width and the minimum length necessary to reach the residence may be constructed and is separate and apart from the impervious surface limitation above. The location of the improvements and driveway shall be provided to the Grantee prior to submittal of building permits and construction. Linear utilities and access roads to the residential improvements may extend beyond the area necessary to service the Residence and Associated Improvement, subject to Grantee's approval. Grantee shall have fifteen (15) business days within which to provide Grantor with any comments.

1. "Residence" means a single-family residential dwelling structure containing at a minimum permanently installed cooking, or indoor or outdoor sanitary facilities, and may have Associated Improvements as hereinafter defined.
2. "Associated Improvements" means such other buildings, structures, living quarters, recreational facilities, and improvements as are customarily appurtenant to comparable residential dwellings in the vicinity of the Protected Property, including but not limited to garages, barns, stables, paddocks, run-in sheds, storage sheds, swimming pools, tennis courts, energy generation or transmission facilities and utilities including electric, solar, water, and septic systems, leach fields, telecommunication receiving and transmittal devices, docks, gazebos, bird homes and nesting areas, water pipelines, and other buildings and facilities for all residential, agricultural, and forestry uses.

J. The right to construct, maintain and repair barns, signs, roads, fences, ponds and drainage ditches, or other structures or buildings, including any movement of soil on the Protected Property necessary to complete permitted improvements, including



Grantor's retained rights within the Residence and Associated Improvements, and all utilities required to support such improvements necessary for agricultural activities not prohibited by this Easement, in accordance with all applicable Local, State and Federal laws, rules, and regulations, and applicable BMPs.

K. The right to hold temporary or seasonal outdoor activities or events ("Activities") that do not permanently alter the physical appearance of the Protected Property and that do not impair the Conservation Values of the Protected Property and the Conservation Purposes of this Easement.

L. The right to take action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Protected Property, in accordance with all applicable Local, State, and Federal laws, rules, and regulations, and applicable BMPs and are consistent with the Conservation Values of the Protected Property and the Conservation Purposes of this Easement.

M. The right to take emergency action to preserve and protect Grantor's rights herein in response to natural disasters, environmental hazards, or threats to human safety.

N. The right to bring any legal action permitted under Florida law in a court of competent jurisdiction, if Grantor believes that Grantee has unreasonably withheld approvals or interferes with or unreasonably denies any of Grantor's reserved rights.

O. The right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted on the Protected Property under this Easement are subject to Grantee's approval which shall not be unreasonably withheld. Activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Protected Property include, but are not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration and biodiversity mitigation provided that the land will continue to be used for its authorized purpose, the mitigation proposal will provide environmental benefits over and above the terms of this Easement, and does not result in the extinguishment of this Easement or any of its terms.

#### **ARTICLE VI. MISCELLANEOUS TERMS**

A. **Recordation.** Grantor shall record this Easement and any amendments thereto in a timely fashion in the Official Records of Polk County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Easement in the public records.

B. **Ad Valorem Taxes.** Grantor agrees to make timely payment of all ad valorem taxes on the Protected Property. In each tax year, Grantor shall provide

Grantee written proof of payment of taxes on the Protected Property on or before the date such taxes would be considered delinquent.

**C. Indemnification.** Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorney fees and costs, and attorney's fees and costs on appeal, caused or incurred, in whole or in part as a result of any action or activity of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Protected Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Protected Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or extend Grantee's liability beyond the limits established in Section 768.28, F.S., or constitute consent to be sued by third parties.

**D. Monitoring.** Inspections by the Grantee shall occur annually and may occur as often as reasonably necessary to monitor Grantor's exercising of its reserved rights and enforce the terms and conditions of this Easement. Grantor shall assist Grantee in the monitoring and enforcement of the terms and conditions of this Easement. The Grantee and its agents, employees, contractors, assigns, and other authorized persons may enter upon, over and across the Protected Property, to inspect it, not including building interiors, for the purpose of ensuring compliance with the terms and conditions of this Easement, so long as such entry does not interfere with the rights and uses of the Protected Property retained by the Grantor and provided that Grantee notify Grantor at least seven (7) days before said inspection except in the case of an emergency or if Grantee has reason to believe there has been a violation, in which notice must be given no less than twenty-four (24) hours before said inspection. The Grantee shall provide Grantor with a written list of employees and other authorized entities assigned to monitor and enforce the terms and conditions of this Easement in accordance with this Paragraph VI(D).

**E. Public Access.** No right of access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

**F. Notice of Violation.** In the event any of the terms and conditions of this Easement are violated, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Hillsborough County, Florida. As a condition precedent for filing of any lawsuit, the Parties shall perform the mediation process immediately stated below.



G. **Mediation.** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Easement promptly by confidential mediation before resorting to litigation.

H. **Notices.** Any notice, demand or request which may be or is required or to be given under this Easement shall be delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested, and shall be addressed to Grantor or to Grantee at the addresses first set forth above.

I. **Approvals.** When Grantor's or Grantee's approval is required, a request for such approval shall be made in writing and shall include information identifying the proposed site or activity with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the approval is required. In the case of withholding of approval, Grantor or Grantee shall notify the requesting party in writing with reasonable specificity, the reasons for withholding approval, and the conditions, if any, on which approval might otherwise be given. Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them either separately or jointly.

J. **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

K. **Severability; Liberal Construction.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement and consistent with the perpetual protection of the Conservation Values of the Protected Property shall be favored over any interpretation that would be inconsistent therewith. This Easement shall be construed and interpreted with the intention of conforming to the requirements of Section 170(h) of the Code and Section 704.06, F.S. Neither this Easement nor any uncertainty or ambiguity herein shall be presumptively construed against Grantee, whether under any rule of construction or otherwise.

L. **Entire Agreement.** This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be changed, altered, or modified. In the event any terms or provisions of this Easement are determined by competent judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or shall be construed or deleted as such authority determines, and the remainder of this Easement shall be construed as being in full force and effect.

**M. Force Majeure.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any actions against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, trespass, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

**N. Assignment Limitations.** Grantee shall not assign its interest in this Easement except to the State of Florida, the successor in interest to the Grantee or a political subdivision of the State of Florida, without first obtaining the prior written consent of the Grantor, which may be withheld by Grantor in its sole discretion. Any assignment without such consent shall be void and have no effect. If Grantee shall cease to exist or cease to be authorized to hold conservation easements under Florida law, then Grantee's rights and obligations under this Easement shall immediately become vested in the State of Florida.

**O. Successors; Benefits and Burdens.** The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the Parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Protected Property. An owner of the Protected Property shall only be responsible for those violations first occurring on the Protected Property during such owner's ownership, and while still an owner of the Protected Property. Notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Protected Property unless an estoppel or compliance certificate was obtained by such subsequent owner prior to or at the time of the transfer of the Protected Property's ownership to such subsequent owner.

**P. Condemnation.** If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full fair market value of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking, without regard to any diminution in value attributable to the Easement. Prior to the payment of any expenses reasonably incurred by the Parties to this Easement in connection with such taking, Grantee shall be entitled to its proportionate share from the recovered proceeds. The respective rights of Grantor and Grantee set forth in this Paragraph VI(P) shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Easement as of the effective date of this grant.

**Q. Representation of Authority.** Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

R. **Effective Date.** This Easement and the restrictions arising hereunder shall be effective after all signatures required by law have been affixed hereto and the Easement has been recorded in the official records of Polk County, Florida.

S. **Definitions.** For the purpose of this Easement, the following definitions shall apply:

1. "Improved Pasture" shall be considered grazing lands of introduced species or domesticated native forage species that receive periodic renovation and cultural treatments such as tillage, fertilization, mowing, or weed control and for the purposes of this Easement, identified in the BNRI as improved pasture.
2. "Native Range" shall be considered land on which the existing vegetation, whether growing naturally or through management, is suitable for grazing and browsing of domestic livestock at least part of the year. Native range includes any natural grasslands, savannas, shrub-lands, woodlands and wetlands which support a vegetative cover of native grasses, grass-like plants, forbs, shrubs or other natural species and for the purposes of this Easement, as identified in the BNRI as native range.
3. "Improved Lands" shall be defined as those lands where indicated as such in the BNRI and include all residential and agricultural structures and related improvements.
4. "Best Management Practices" as referenced throughout this document are considered to include those generally accepted practices currently approved (subject to future change) by FDACS in conjunction with any or all of the following:

U.S. Department of Agriculture Natural Resources Conservation Service  
United States Fish and Wildlife Service  
Florida Fish and Wildlife Conservation Commission  
Florida Forest Stewardship Program  
Florida Division of Historical Resources  
University of Florida Institute of Food and Agricultural Sciences  
Florida Cattleman's Association

5. "Commercial or industrial activity" shall be defined as any use or activity which is not permitted within this Easement for which a financial benefit is sought or for which money is charged, whether or not the activity or use is profitable. Prohibited activities include but are not limited to swine, dairy and poultry operations and confined animal feed lot operation. Permitted activities include events related to charitable, educational or conservation events or groups, ranching, ecological tours, hunting and fishing rights

reserved to Grantor herein, and other activities whose purpose is management of wildlife on the Protected Property.

COPY

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.

**IN WITNESS WHEREOF** Grantor has caused this Easement to be executed the day and year first above written.

Witnesses:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed  
NOTARY PUBLIC  
My Commission Expires:

**Exhibit "1"**  
**Legal Description**

**Legal Description: 10-200-1304C (Green Swamp)**

**A portion of those lands located in Section 1, Township 25 South, Range 24 East as described in Official Records Book 1645, Page 206 of the Public Records of Polk County, Florida, together with a portion of those lands located in Section 2, Township 25 South, Range 24 East as described in Official Records Book 1645, Page 963 of the Public Records of Polk County, Florida being described as follows:**

**The West 900.00 feet of the NE 1/4;**

**That part of the NW 1/4 lying East of the S.C.L Railroad;**

**The North 800.00 feet of the SW 1/4 lying East of the S.C.L. Railroad;**

**All of the above said lands are lying in and being a part of SECTION 1, TOWNSHIP 25 SOUTH, RANGE 24 EAST, Polk County, Florida.**

**TOGETHER WITH:**

**The North 1/2 of the NE 1/4 of Section 2, Township 25 South, Range 24 East, lying East of the S.C.L Railroad in Polk County, Florida.**



**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE****April 25, 2023****Discussion: Action Item: Purchase and Sale Agreement - Fredrick Ranch - Lower Peace River Corridor Project, SWF Parcel No. 20-695-118C***Purpose*

The purpose of this item is to request Governing Board approval of a purchase of a conservation easement over approximately 771.24 acres within the Lower Peace River Corridor Project, SWF Parcel No. 20-695-118C (Frederick Ranch). General location, site, and areas of responsibility maps are attached hereto as Exhibits 1, 2, and 3, respectively. A map showing the property's location within the Wildlife Corridor is attached as Exhibit 4. A draft Purchase and Sale Agreement is also attached as Exhibit 5 and the executed Purchase and Sale Agreement will be provided prior to the Governing Board meeting.

*Background/History*

Frederick Ranch is located in central Hardee County and consists of approximately 771.24 acres, all of which are being proposed for a conservation easement. The property has been utilized for cattle grazing and recreational activities with a small citrus grove and has been owned by the Frederick family for many years. The Peace River bisects the property and creates almost two and a half miles of river frontage on both sides.

This acquisition is consistent with the Florida Forever Act, Section 259.105, Florida Statutes, and the District's Florida Forever Work Plan. Fifty percent (50%) of Frederick Ranch meets all four of the District's Areas of Responsibility, which are Water Supply, Water Quality, Natural Systems and Flood Protection and eighty-three percent (83%) meets at least three. The acquisition of this property is subject to the review and approval of the Governing Board.

*Property Description*

The proposed conservation easement area is comprised of approximately 771.24 acres which are mostly in a natural state. According to the Hardee County Property Appraiser, the property consists of approximately 17 percent (17%) uplands and 83 percent (83%) wetlands. The Hardee County Property Appraiser has a land value for the 771.24 acres of \$4,957,354 or \$6,427.77 per acre.

The areas surrounding the property are comprised of a mix of agricultural with rural residential and conservation land uses. The property is zoned A-1 Agriculture by Hardee County. The Future Land Use classification of the property is primarily Agriculture. This classification includes agriculture and rural residential uses. The property owner has historically used the property for cattle grazing, some citrus operations, and recreational purposes.

The property is outside of the municipal service area and public water and sewer service are not available. Electric, telephone, internet, and cable services are available. Based on FEMA mapping, the appraisers reported that the central one-third of the property is flood zone "AE", the northwestern one-third is in flood zone "X", which is outside of the 500-year flood plain. There is a narrow strip of land shown as "shaded Zone X" which has a .02 percent flood chance.

There are several improvements within the proposed conservation easement area consisting of a single-family residential dwelling, an elevated cabin, an attached cabin structure, and five covered and/or enclosed storage barns.

*Areas of Responsibility:* Fredrick Ranch meets all four of the District's Areas of Responsibility (AORs), three of them in substantial percentages: water quality (100%), flood control (84.5%), and natural systems (85.6%) and to a lesser extent, water supply (50.6%). A map indicating the AOR's is attached as Exhibit 3.

*Natural Systems/Benefits:* The acquisition of the Fredrick Ranch would provide enhanced protection of certain natural systems, including approximately two and a half miles of frontage on the Peace River. Further, the Fredrick Ranch falls almost entirely within the Florida Wildlife Corridor. A map indicating the Fredrick Ranch's location within the Florida Wildlife Corridor is attached as Exhibit 4.

#### *Appraisals*

In accordance with District Policy and Section 373.139, Florida Statutes, for property that is estimated to have a value greater than \$1,000,000, two appraisals were obtained. The reports were prepared by Tod Marr MAI and Nicholas Mancuso MAI. The reports have a date of valuation of January 11, 2023. The appraisals have been independently reviewed by Stephen Albright, MAI. The appraisals were determined to meet the necessary legal and District requirements and contain enough factual data to support the value conclusion.

*Highest and Best Use* – The highest and best use for the property, as determined by the appraisers based on the physically possible, legally permissible, and financially feasible uses would be for primarily recreational use and secondarily agricultural use, with future low density residential development potential.

#### *Valuation*

The appraisers applied the Sales Comparison Approach (Market Approach) to determine the value for this property. The appraisers relied on recent sales of comparable property in DeSoto, Hardee, and Manatee counties. A total of six (6) comparable fee simple sale transactions, occurring between June 2021 and November 2022, were identified between the two reports. The comparable fee simple sales identified in the appraisals ranged in size from 152.03 gross acres to 1,411.1 gross acres and are comprised of a mix of both uplands and wetlands.

The comparable sales were chosen to reflect the full range of value based on their physical characteristics and highest and best use. The appraisers developed a value by applying quantitative and qualitative adjustments to the comparable sales considering the differences in physical characteristics including wetlands, location, size, land use and zoning entitlements. The appraisers' value estimates are based on the current market for similar parcels and the subject's gross acreage. The following are the comparable fee simple sales from both the respective appraisal reports. The indications from the comparable sales are summarized as follows:

### COMPARABLE FEE SALES

Comparable Sales	Sale Date	County	Gross Acres	Gross Acre Value
Fee Sale #1	12/2021	Manatee	1,411.10	\$9,999
Fee Sale #2	11/2021	Hardee	229.39	\$9,809
Fee Sale #3	10/2021	Hardee	695.00	\$6,115
Fee Sale #4	08/2021	Hardee	152.03	\$8,880
Fee Sale #5	06/2021	DeSoto	277.71	\$6,500
Fee Sale #6	11/2022	Hardee	182.00	\$10,989

### APPRAISAL FEE VALUE

	Gross Acres	Fee Value	Value Per Gross Acre
Tod Marr	771.24	\$6,940,000	\$8,998.50
Nicholas Mancuso	771.24	\$6,560,000	\$8,505.78

#### *Conservation Easement*

The proposed conservation easement terms will limit future development and protect the existing natural features. The appraisers researched the market activity involving governmental purchases of conservation easements and private sales of encumbered property. The appraisers relied on recent transactions of encumbered sales in Lake, Polk, Manatee, and Pasco counties. A total of four (4) comparable sales of encumbered property, occurring between January 2019 and March 2022, were utilized in the appraisal reports:

### COMPARABLE ENCUMBERED SALES

Comparable Sales	Sale Date	County	Gross Acres	Gross Acre Value
CE Sale #1	12/2021	Manatee	1,248.33	\$3,405
CE Sale #2	10/2021	Polk	800.40	\$2,999
CE Sale #3	03/2022	Lake	429.80	\$3,781
CE Sale #4	01/2019	Pasco	384.34	\$4,683

### APPRAISAL ENCUMBERED VALUE

	Gross Acres	Encumbered Value	Value Per Gross Acre
Tod Marr	771.24	\$3,160,000	\$4,097.30
Nicholas Mancuso	771.24	\$2,930,000	\$3,799.08

The appraisers considered the value of the interest to be acquired and the location of the property subject to its physical conditions and the zoning/land use designation at the time of valuation. The value of the conservation easement interest to be acquired is the difference between the value determined for the fee simple interest and the value as encumbered. The appraisers' conclusions based on the fee and encumbered interests are summarized as follows:

## CE ACQUISITION SUMMARY

	Gross Acres	CE Value	Value Per Gross Acre
Tod Marr	771.24	\$3,780,000	\$4,901.20
Nicholas Mancuso	771.24	\$3,630,000	\$4,706.70

### *Analysis*

The prices of the comparable transactions were influenced by their locations and other physical attributes including uplands. Between the two appraisals there are six different comparable fee simple and four conservation easement indications. The comparable fee sales utilized in the appraisals provided a range of indications from \$6,115 to \$10,989 per gross acre. The unadjusted average of the fee sales is \$8,715 per gross acre.

The comparable conservation easement sales utilized in the appraisals provided a range of indications from \$2,999 to \$4,683 per gross acre. The unadjusted average of these sales is \$3,717 per gross acre. Based on the unadjusted average of fee simple value the encumbered value indication is forty-three percent (43%) of the fee value.

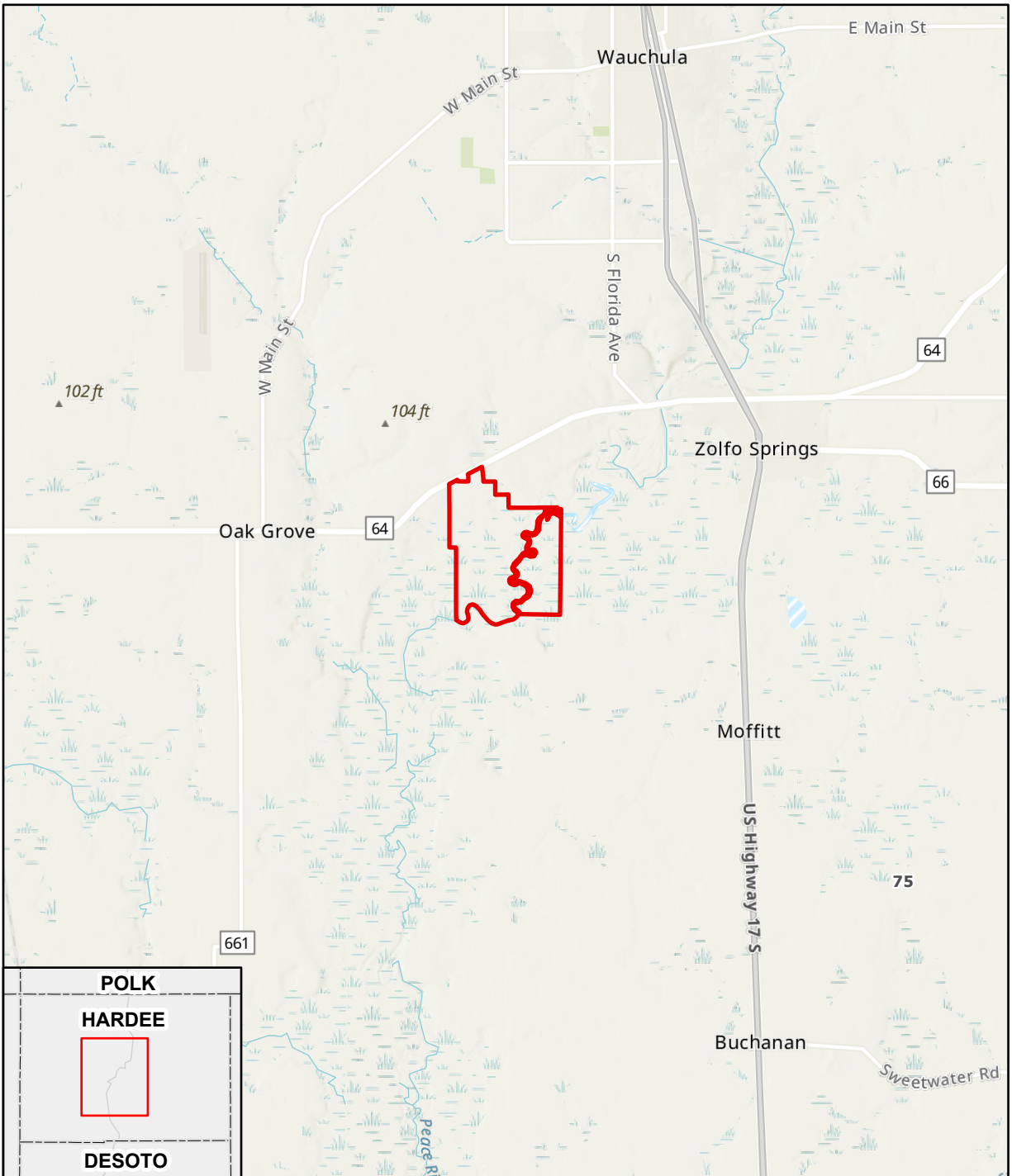
### Staff Recommendation:

- Accept the appraisals for the conservation easement;
- Approve the Purchase and Sale Agreement and authorize the Executive Director or designee to sign on the behalf of the District;
- Designate SWF Parcel No. 20-265-118C as having been acquired for conservation purposes;
- Authorize staff to make minor changes or corrections to conform documents or correct errors; any substantive changes will be subject to Governing Board review and approval;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms; and
- Approval to encumber and roll the funds for payment in the following year, in the event the closing does not occur before the end of the current fiscal year.

### Presenter:

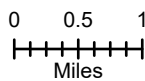
Ellen Morrison, Bureau Chief, Land Resources

**Frederick Ranch SWF Parcel No. 20-695-118C**  
**Location Map**  
**Exhibit 1**



University of South Florida, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, Esri, NASA, NGA, USGS, University of South Florida, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS

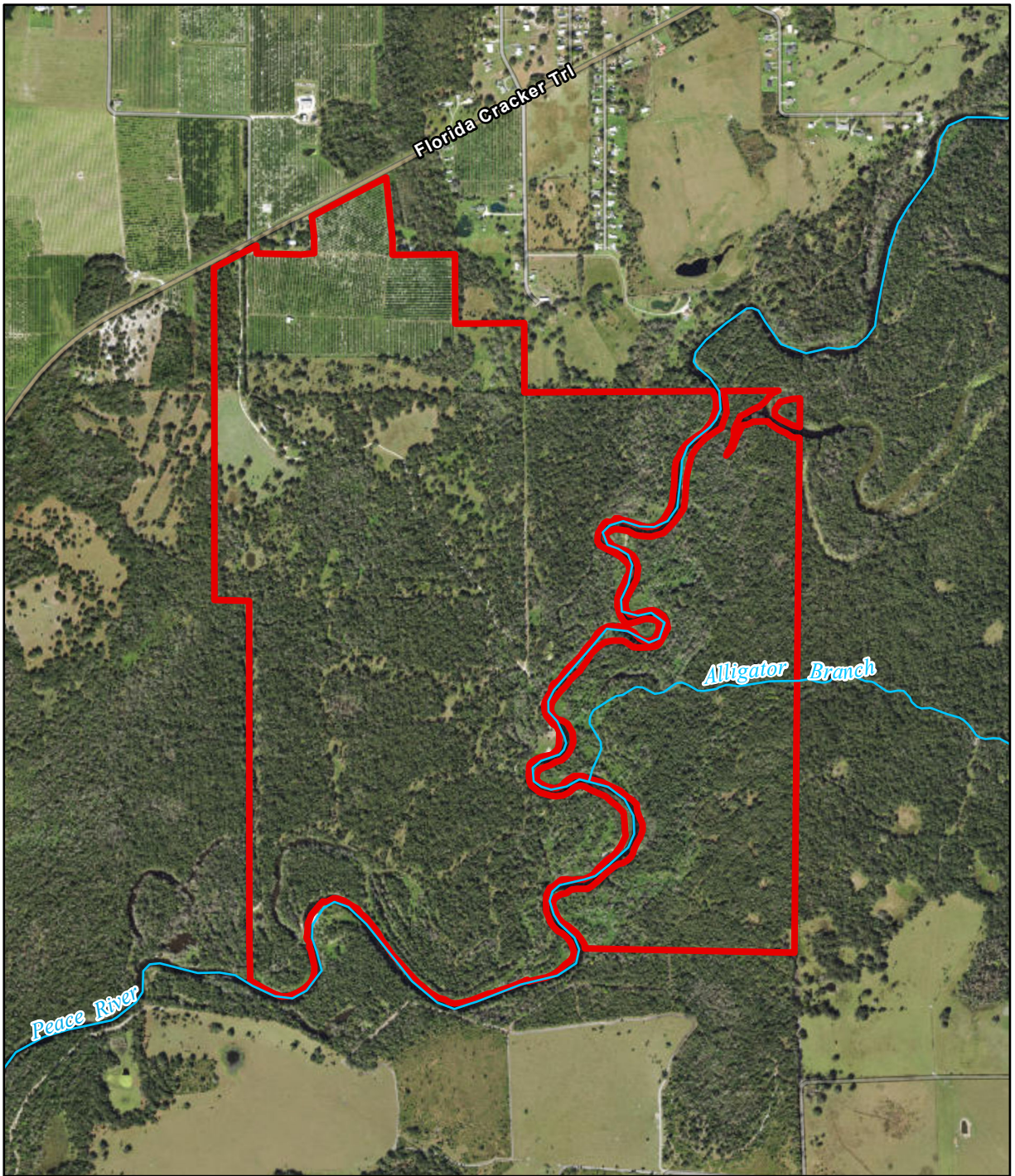
 Frederick Ranch Property




**Southwest Florida**  
 Water Management District



Frederick Ranch SWF Parcel No. 20-695-118C  
Site Map  
Exhibit 2




State of Florida, Earthstar Geographics, University of South Florida, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

 Frederick Ranch Property

07501,500


Feet

N



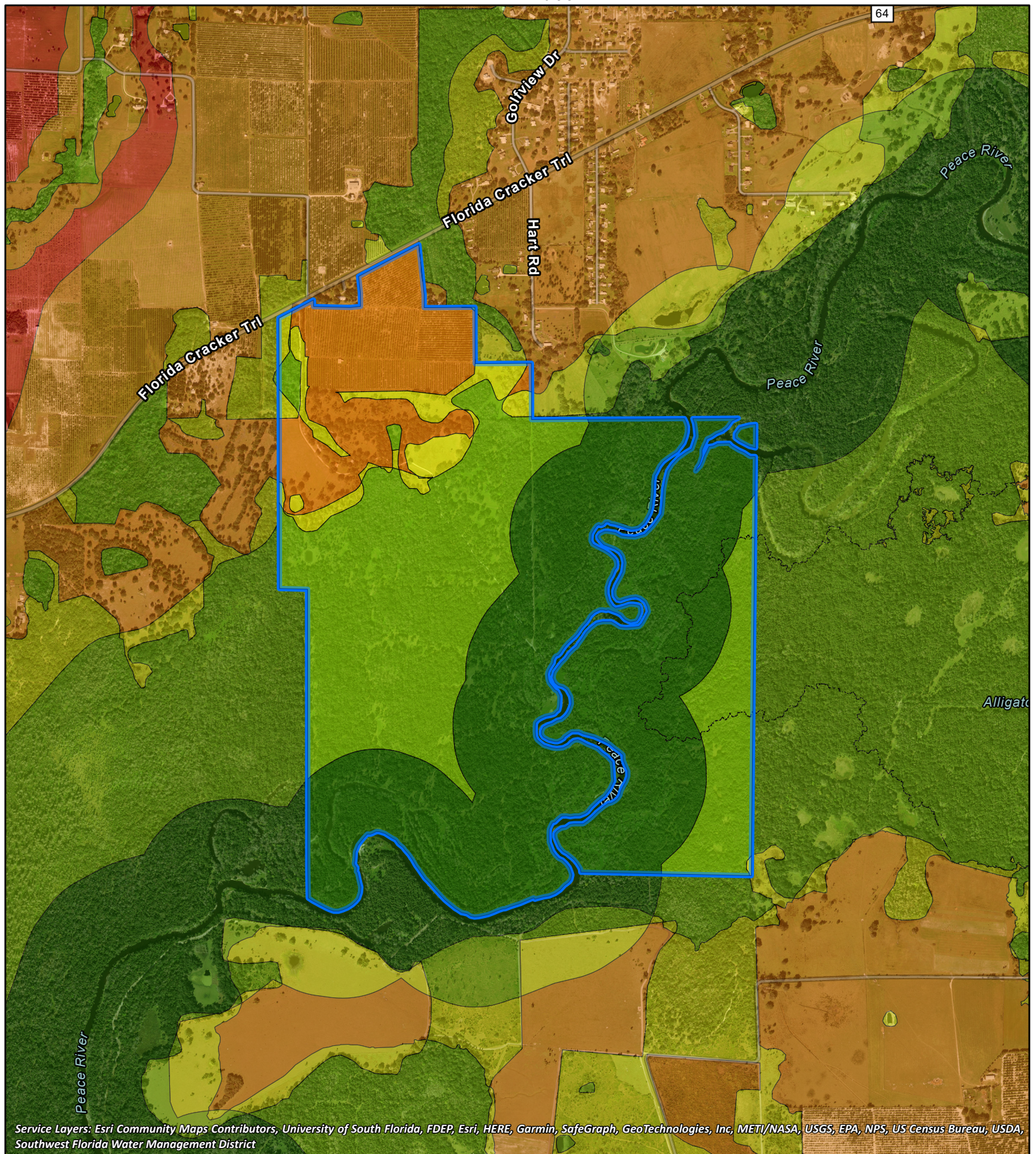
Southwest Florida

Water Management District





Frederick Ranch SWF Parcel No. 20-695-118C  
AOR Map  
Exhibit 3



The Four Areas of Responsibilities

- Contributes to 0 of the 4 Areas of Responsibility\*
- Contributes to 1 of the 4 Areas of Responsibility\*
- Contributes to 2 of the 4 Areas of Responsibility\*
- Contributes to 3 of the 4 Areas of Responsibility\*
- Contributes to 4 of the 4 Areas of Responsibility\*

Frederick Ranch Property

0 375 750 1,500  
Feet

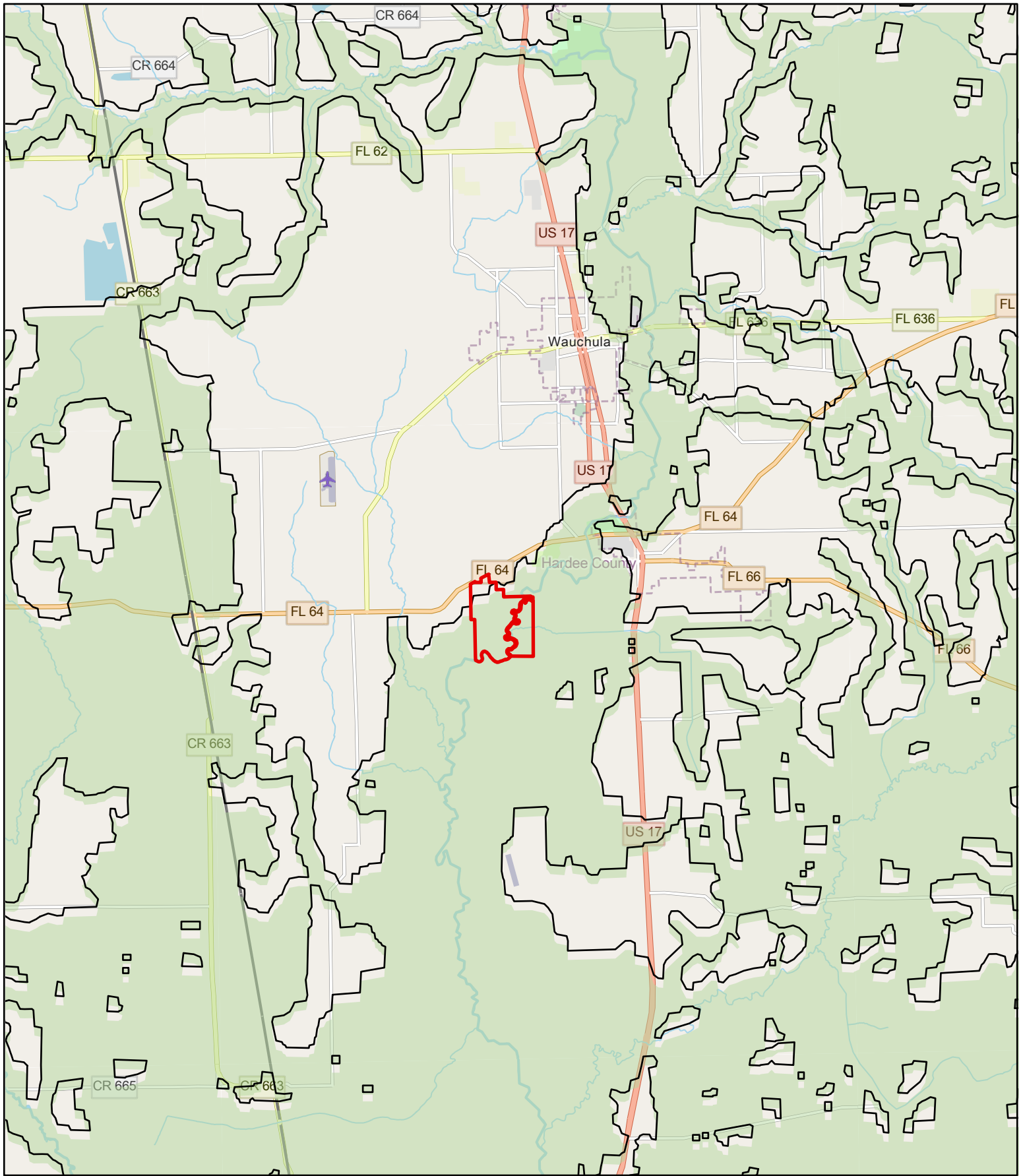


Southwest Florida  
Water Management District

\* This is a general depiction, based on currently available scientific data, of areas that appear to contribute to the District's four areas of responsibilities (AORs): Flood Protection, Natural Systems, Water Quality, and Water Supply and is intended for information purposes only. Further site analysis may provide more detailed results.



Frederick Ranch SWF Parcel No. 20-695-118C  
Wildlife Corridor Map  
Exhibit 4



Service Layers: Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

-  Frederick Ranch Property
-  Florida Wildlife Corridor (2021)

Southwest Florida  
Water Management District



0 1.5 3  
Miles  
205

SWF Parcel No. 20-695-118C  
Approved by Attorney: \_\_\_\_\_

## PURCHASE/SALE AGREEMENT

This Agreement, made and entered into by and between Willard D. Frederick Jr., Trustee Under Declaration of Trust 12/21/76 for the benefit of Charles R. Frederick, Virginia A. Frederick, and John T. Frederick, whose mailing address is 136 SW Cabana Point Circle, Stuart, Florida 34994, hereinafter referred to as the "Seller," and the Southwest Florida Water Management District, a public corporation, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District" and collectively the "Parties".

### WITNESSETH:

**WHEREAS**, the District desires to acquire a perpetual conservation easement interest in the Seller's property hereinafter described as part of an authorized project known as the Lower Peace River Corridor Project.

**WHEREAS**, the Seller agrees to sell to the District, and the District agrees to purchase from the Seller, a perpetual conservation easement in Seller's property hereinafter described.

**NOW THEREFORE**, in consideration of ten dollars and no cents (\$10.00) paid by the District to the Seller and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged, the Seller hereby agrees to sell to the District, and the District hereby agrees to purchase from the Seller, a perpetual conservation easement over that certain real property situated in Hardee County, Florida, upon the following terms and conditions:

1. **PROPERTY.** Subject to the terms, covenants and conditions set forth in this Agreement, the Seller agrees to sell to the District, and the District agrees to purchase from the Seller, a perpetual conservation easement on, under, over and across that certain real property situated in Hardee County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Protected Property", for the purposes as set forth herein, and pursuant to Section 704.06, Florida Statutes (F.S.). The perpetual rights contemplated to be conveyed by the Seller are more specifically described in Exhibit B attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Perpetual Conservation Easement"

2. **EFFECTIVE DATE.** If this Agreement is not executed by the Seller on or before April 24, 2023, the District's offer contained in this Agreement is withdrawn and is

thereafter null and void. The effective date of this Agreement will be on the day and year the last of the Parties has signed below.

3. **APPROVAL.** This Agreement is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Agreement and all the terms and conditions hereof, the District will notify the Seller thereof in writing within 5 business days of the Governing Board meeting and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.

4. **PURCHASE PRICE.** The total purchase price for the Perpetual Conservation Easement interest described herein will be, Four Thousand Eight Hundred Three Dollars and 95/100 cents (\$4,803.95) per acre, for approximately 771.24 acres of land, for a total purchase price of Three Million Seven Hundred Five Thousand dollars and no/100 cents (\$3,705,000.00) payable in cash by the District to the Seller; provided, however, that the total purchase price will be increased or decreased by Four Thousand Eight Hundred Three Dollars and 50/100 cents (\$4,803.95) per acre for every acre of land more or less than seven hundred seventy seven point two-four (771.24) acres or any portion thereof as determined by the survey provided for in paragraph number 9 of this Agreement.

5. **TITLE.** The Seller will deliver to the District, at the closing, a Perpetual Conservation Easement on, under, over, and across the Protected Property, free and clear of all leases, liens, mortgages, outstanding mineral interests and other encumbrances not acceptable to the District. The District, at its expense, will obtain a title insurance policy, insuring the District's interest in the Protected Property in the full amount of the purchase price of the Perpetual Conservation Easement over the Protected Property upon closing the transaction. If the District finds the title to be unmarketable, or if the District cannot obtain a commitment for a title insurance policy on the Perpetual Conservation Easement, unqualified except as provided in paragraph 11 hereinafter, the District will notify the Seller in writing prior to the date set for the closing, specifying the defects which exist with respect to the title of the Protected Property, and the Seller will have ninety (90) days after receipt of such written notice within which to cure such defects in title to the reasonable satisfaction of the District, the District's attorney, or the District's title insurance company, If the Seller cures such title defects to the reasonable satisfaction of the District, the District's attorney, or the District's title insurance company this sale will be closed within ten (10) days after the Seller cures such defects and receipt of written notice thereof to the District or the District's attorney of said cure. In the event the Seller fails to cure such defects, or otherwise fails to cure such title defects of which written notice has been given by the District, within the time provided herein, the District may, at its election, either terminate this Agreement all rights and liabilities arising hereunder, or may close the sale in the same manner as if no such defect had been found.

## **6. Environmental.**

**A.** The District will, at its sole expense, within sixty (60) days after approval of this Agreement by the District's Governing Board or not less than thirty (30) days before the closing, whichever occurs first, obtain a Phase I Environmental Site Assessment (ESA) on all the Protected Property in accordance with the requirements in Exhibit C, attached hereto and incorporated herein by reference. If the results of the Phase I ESA are unsatisfactory to the District, the District may terminate this Agreement by providing written notice of its termination of this Agreement to Seller within fifteen (15) days after its receipt of the Phase I ESA. If the Phase I ESA indicates that a Phase II ESA or other investigations should be conducted, the Buyer may elect at its sole expense, to conduct a Phase II ESA, and will provide written notice to Seller of its election to conduct a Phase II ESA within fifteen (15) days of receipt of the Phase I ESA. If the results of the Phase II ESA are unsatisfactory to the District, the District may, within fifteen (15) days of receipt of the Phase II ESA results, and at its sole discretion, either terminate this Agreement by providing written notice of such termination to the Seller or offer Seller the right to cure any resulting problems arising from the Phase II ESA results that the District deems necessary to cure. In the event that the District offers Seller the right to cure the resulting problems arising from the Phase II ESA results that the District deems necessary to cure, Seller will notify the District, in writing and within fifteen (15) days of receipt of the offer to cure from the District, of its intention to either cure those issues or decline to cure those issues. If the Seller elects to cure the issues set forth in the Phase II ESA that the District deems necessary to cure, Seller shall then have sixty (60) days from the notification to the District of its election to cure the problems arising from the Phase II ESA that the District deems necessary to cure or mutually agree to exclude any area of contamination from the sale and adjust the purchase price as provided in paragraph 4. If the Seller notifies the District as set forth above that it declines to cure the issues set forth in the Phase II ESA that the District deems necessary to cure, then the District may terminate this Agreement.

In order to accommodate the environmental consultant retained by the District to conduct the ESA activities, the Seller will provide reasonable access onto the Protected Property, including access to the interior of any structures located on the Protected Property. In the event the sale is not closed for any reason, the environmental site assessment costs incurred by District are the sole responsibility of District

**B.** If at any time between execution hereof and the closing the District determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Comprehensive Environmental Resource Compensation and Liability Act, 42 U.S.C. 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq., or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, hereinafter collectively referred to as "Contaminants", on the Protected Property, the District may terminate this Agreement and all rights and liabilities arising

hereunder or may elect to close the sale in the same manner as if no Contaminants had been found.

**C.** The Seller warrants and represents to the District that it is not aware of any Contaminants as defined herein deposited, located, placed or released on the Protected Property.

**D.** If after closing the District discovers that Contaminants were deposited, located, placed or released on the Protected Property prior to the closing, the Seller will indemnify and hold the District harmless from and against, any and all losses, damages, fines, charges, claims, costs, penalties, assessments, expenses, fees, including consultants' fees, attorneys' fees, legal assistants' fees and costs, liabilities, including strict liability, or third party claims, collectively hereinafter the "Costs", that are asserted, levied, assessed, entered into or charged to or against the District by any person, entity, agency, organization or body or against the Protected Property in connection with the release, discharge, presence of or cleaning up, removing, disposing or otherwise eliminating any Contaminants. The District may require the Seller, at the Seller's expense, to remove such Contaminants from the Protected Property and take any remedial or other action required by any local, state or federal agency.

**E.** In the event there is any trash or junk material on the Protected Property that diminishes the conservation value of the Protected Property as identified and described in the Baseline Natural Resource Inventory Report (BNRI Report) defined in Paragraph 6(F) hereafter, the Seller will be required to remove all such trash and junk material at its sole expense prior to the closing. The District will notify the Seller in writing of the existence of such trash and junk material on the Protected Property and will make a final inspection upon notification by the Seller that all trash and junk material has been removed from the Protected Property prior to closing. Trash or junk material for the purposes of this Agreement includes, but is not limited to, abandoned automobiles, abandoned appliances, abandoned above or below ground storage tanks, metallic wastes, residential rubbish, abandoned farm equipment, deteriorated fence materials, dilapidated mobile homes, sheds, machinery, construction material or any other materials unacceptable to the District.

**F.** The Seller, at its sole expense, within sixty (60) days after approval of this Agreement by the District's Governing Board or not less than thirty (30) days before the closing, whichever occurs first, will obtain a BNRI Report, pursuant to the requirements of, attached hereto and incorporated herein as Exhibit D. The BNRI Report will consist of reports, maps, photographs, and other documentation that the Parties agree provide collectively an accurate representation of the Protected Property at the time of this Agreement, as well as general locations for future agricultural operations and improvements and which is intended to serve as an objective information baseline for monitoring compliance with the Perpetual Conservation Easement being purchased by the District. The Seller may terminate this Agreement if, in Seller's sole discretion, it



disputes the results of the BNRI completed pursuant to this paragraph. Seller must notify the District of its intent to terminate this Agreement within ten (10) days of its receipt of the BNRI

7. **CLOSING.** Subject to the curative period provided in paragraphs 5 and 9, the sale will be closed on or before August 30, 2023, unless extended by mutual Agreement of the Parties in writing. During the period from the Seller's execution of this Agreement until closing, neither the Seller nor anyone under the Seller's control or direction will commit or allow to be committed any act which diminishes the conservation value of the Protected Property as identified and described in the baseline documentation within the BNRI.

8. **CONSERVATION EASEMENT.** Upon payment of the purchase price as provided in paragraph 4, the Seller will convey the rights to the Protected Property contemplated herein to the District or its assigns by Perpetual Conservation Easement for non-sovereign lands free and clear of all leases, liens, mortgages and other encumbrances not acceptable to District except taxes for the year in which the closing occurs. The documentary stamp tax on the easement and costs for recording the easement will be paid by the Seller.

9. **SURVEY.** Prior to closing, the Protected Property will be surveyed at the expense of the Seller in accordance with the Requirements for Boundary Surveys, attached hereto and incorporated herein as Exhibit E. If the survey shows any encroachments on the Protected Property or that any improvements located on the Protected Property encroach on other lands, written notice thereof will be given to the Seller, and the Seller will have the same time to remove such encroachments as allowed under this Agreement for the curing of defects in title. If the Seller does not remove or cure said encroachments within said time, the District, at its sole option, may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found; or may adjust the purchase price as provided in paragraph 4. The Seller may terminate this Agreement if the survey conducted pursuant to this paragraph identifies any of the Protected Property as sovereign submerged lands. The Seller must notify the District of its intent to terminate this Agreement no later than ten (10) days prior to closing. The District will reimburse the Seller the cost of obtaining the Survey at closing. In the event the sale is not closed for any reason, the Survey costs incurred by the Seller are the sole responsibility of the Seller.

10. **WELLS.** As a condition of closing, the Seller will disclose the location of all wells on the Protected Property, whether permitted or not. The purpose of this disclosure is to document well locations on the boundary survey of the Protected Property and to allow inspections by the environmental consultant performing the Phase 1 ESA and the District's well program staff. The Seller, at its sole expense, agrees to bring all wells located on the Protected Property into compliance with Chapter 40D-3, Florida Administrative Code (F.A.C.), and in accordance with the District's established program

for capping and plugging abandoned wells, before closing. This requirement includes all wells that do not meet current well construction standards.

**11. RISK OF LOSS** Seller will exercise diligent and reasonable care in protecting the Property from theft and vandalism, and all buildings, fences, gates, sheds and other similar improvements on the Property will be preserved in the condition accepted by District at the time of execution of this Agreement and delivered to District in such condition at the closing. If the Protected Property is damaged by fire or other casualty before the closing and can be restored by the Seller to substantially the same condition as at the time of the Seller's execution of this Agreement before the closing, the closing will occur as provided herein. If such restoration cannot be completed before the closing, this Agreement, at the option of the District, may be declared null and void and all rights and liabilities hereunder will terminate; provided, however, that the District may elect to purchase the Protected Property even though it is not restored, if the Seller adjusts the purchase price to reflect any reduction in market value.

**12. ENCROACHMENTS AND ENCUMBRANCES.** After the Seller's execution of this Agreement until the Seller delivers the Perpetual Conservation Easement on the Protected Property to the District, neither the Seller nor anyone under the Seller's control or direction will cause or allow any encroachments or encumbrances on the Protected Property not existing on the date of the Seller's execution hereof. At the closing, the Seller will furnish the District with the Seller's affidavit stating that: a) between the date of the Seller's execution of this Agreement and the closing neither the Seller nor anyone under the Seller's control or direction have taken any action to encumber the Protected Property or otherwise adversely affect the status of the title thereto; b) between the date of the Seller's execution of this Agreement and the closing neither the Seller nor anyone under the Seller's control or direction have taken any action to diminish the conservation value of the Protected Property as identified and described in the BNRI; and c) stating either that there have been no improvements made to the Protected Property during the ninety (90) days immediately preceding the date of closing, or, if there have been any such improvements, that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full. If the Seller is a corporation or other business entity, the Seller will also furnish the District with the Seller's Non-Foreign Corporate Affidavit at or before the closing as required by Section 1445(b)(2) of the United States Revenue Code to relieve the District from withholding any income or capital gains taxes on the purchase price. The Seller agrees to indemnify and hold the District harmless for all fees and costs incurred including, but not limited to, any attorney's fees incurred by the District as a result of any misrepresentations, omissions, or errors in the Seller's Affidavits.

**13. FEES/COMMISSIONS.** The District is not now, nor will it be liable to the Seller or to the Seller's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Perpetual Conservation Easement over the Protected Property to the District, and the Seller will defend, indemnify and hold harmless the

District, its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries, and suits therefore arising from or out of this Agreement.

14. **DISCLOSURE.** The Seller will comply with the disclosure requirements pursuant to Section 286.23, F.S., real property conveyed to public agency; disclosure of beneficial interests, if applicable.

15. **PROCEEDS.** At closing, the distribution of the purchase amount will be made by the District to the title company in the form of a check or wire transfer. Final distribution of the Seller's proceeds will be made to the Seller by the title company.

16. **DISBURSEMENT.** It is understood and agreed to by the Parties that the funds for the purchase price may not be disbursed to the Seller at the closing but may be held in escrow by the District's closing agent pending recording of the Perpetual Conservation Easement and recertification of title by the District's title insurance company showing no intervening encumbrances before the recording of the Perpetual Conservation Easement.

17. **DEFAULT.** If either the District or the Seller fails to perform in accordance with the terms of this Agreement, either party, at its option, may bring suit for specific performance of this Agreement or for damages. In the event of such suit, the prevailing party will be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal. This provision does not constitute a waiver of the District's sovereign immunity under Section 768.28, F.S., or extend the District's liability beyond the limits established in Section 768.28, F.S.

18. **OTHER AGREEMENTS.** No Agreement or understanding, verbal or in writing, unless incorporated herein, will be binding upon the Parties.

19. **BINDING EFFECT.** The covenants herein contained will bind, and the benefits and advantages hereof will inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; whenever used herein, the singular will include the plural, the plural will include the singular, and the use of any gender will include the other.

20. **SURVIVAL OF CONTRACT TERMS.** The terms and conditions of this Agreement will survive the closing of the sale of the Perpetual Conservation Easement over the Protected Property.

21. **NOTICE.** Any notice which must or may be given under this Agreement or by law will be in writing and will be deemed to have been given when delivered by personal delivery or when deposited in the United States mail, certified, return receipt requested, full postage prepaid to the District or to the Seller at the addresses set forth above.

**22. CONSTRUCTION.** The Seller and the District acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

**23. INGRESS/EGRESS.** The Seller warrants and represents that there is legal ingress and egress to the Protected Property.

**24. HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

**25. WARRANTIES.** The Seller warrants that there are no facts known to the Seller materially affecting the value of the Protected Property which are not readily observable by the District or which have not been disclosed to the District.

**26. SEVERABILITY.** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination will not render void, invalid or unenforceable any other section or any part of any section of this Agreement.

**27. WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

**28. PUBLIC RECORDS.** All records and documents generated or received by the Parties in relation to this Agreement are subject to the Public Records Act, Chapter 119, F.S., except that appraiser reports, offers and counteroffers are confidential and exempt from the provisions of Section 119.07(1), F.S., until an option contract is executed, or if no option contract is executed, until thirty (30) days before a contract or Agreement for purchase is considered for approval by the District Governing Board pursuant to Section 373.139(3)(a), F.S.

In Witness Whereof, the Parties and the lawful representatives of the Parties hereto have caused these presents to be executed in their respective names upon the day and year entered below their respective signatures.

**Seller(s):**

By: \_\_\_\_\_  
Willard D. Frederick Jr., as Trustee UAD  
12/21/76 fbo Charles R. Frederick, Virginia A.  
Frederick, and John T. Frederick

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Buyer:**  
Southwest Florida Water Management District

By: \_\_\_\_\_  
Brian J. Armstrong, Executive Director

Date: \_\_\_\_\_

## CERTIFICATION OF GOVERNING BOARD ACTION

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 2023, the Governing Board of the Southwest Florida Water Management District approved the foregoing Agreement.

By: \_\_\_\_\_  
Brian J. Armstrong, Executive Director

(Seal)

DRAFT

This instrument prepared by:  
Office of General Counsel  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899  
Version July 2020



# Governing Board Meeting

April 25, 2023

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**REGULATION COMMITTEE**

**April 25, 2023**

**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

**REGULATION COMMITTEE**

**April 25, 2023**

**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

# Governing Board Meeting

April 25, 2023

## 7. GENERAL COUNSEL'S REPORT

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**GENERAL COUNSEL'S REPORT**

**April 25, 2023**

**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

**GENERAL COUNSEL'S REPORT****April 25, 2023**

**Discussion: Action Item: Approval of Final Order - Feltquate v. SWFWMD and Venetian Community Development District - DOAH Case No. 22-2212 - Environmental Resource Permit Application No. 836578 - Sarasota County**

On February 22, 2022, the District sent a Notice of Intended Agency Action letter to Venetian Community Development District (Venetian CDD). The letter advised Venetian CDD that the District intended to approve Environmental Resource Permit (ERP) Application Number 836758, for a minor modification that would result in the issuance of ERP Number 43021171.037 to Venetian CDD. The application sought to remove a portion of a parking lot and construct three pickleball courts in Venetian Golf and River Club, real property owned by Venetian CDD.

On July 11, 2022, the District received an Amended Petition for Administrative Hearing (the Petition) from Harvey Feltquate, a resident of Venetian Golf and River Club, challenging the District's intended issuance of ERP Number 43021171.037 for the construction of the pickleball courts. The District subsequently forwarded the Petition to the Division of Administrative Hearings (DOAH) to conduct a final hearing pursuant to Section 120.57(1), Florida Statutes (F.S.). DOAH assigned John D.C. Newton, II to preside over the hearing as the Administrative Law Judge (ALJ), and set a final hearing date for October 11 and 12, 2022. On August 24, 2022, Venetian CDD filed an Amended Motion to Intervene with DOAH to participate as a third-party intervenor supporting the District in the final hearing, and DOAH granted the amended motion to intervene the same day.

After one continuance, granted because of the disruptions of Hurricane Ian, a final hearing was held on January 5, 2023. The District was represented by Senior Attorney Megan Albrecht, Venetian CDD was represented by Mark Hanson of the law firm Loebeck & Hanson, P.A., and Mr. Feltquate represented himself pro se (collectively known as "the Parties"). The Parties participated in the Final Hearing presenting live testimony, however only the District and Venetian CDD produced exhibits into evidence. After the conclusion of the final hearing, the Parties submitted Proposed Recommended Orders to the ALJ.

On February 17, 2023, ALJ John D.C. Newton, II entered his Recommended Order. In the Recommended Order, the ALJ found that the proposed pickleball court project complies with Rule 62-330.301, Florida Administrative Code (F.A.C.) and will benefit the stormwater management system by decreasing the total impervious area and reducing pollutants captured in stormwater runoff. The ALJ further concluded that Mr. Feltquate did not meet the burden of ultimate persuasion proving the application should be denied. The ALJ recommended that the District issue ERP Number 43021171.037 authorizing Venetian CDD to remove a portion of a parking lot and construct three pickleball courts in its stead.

Pursuant to Section 120.57(1)(k), F.S. and Rule 28-106.217, F.A.C., parties to an administrative hearing may file exceptions to the ALJ's Findings of Fact and Conclusions of Law as presented in a Recommended Order. The Parties did not file any exceptions to the Recommended Order in this case. Pursuant to Section 120.57(1)(l), F.S., the District has the ability to adopt the ALJ's Recommended Order as its Final Order.



Staff Recommendation:

1. Adopt the Recommended Order as the District's Final Order.
2. Approve and sign the attached proposed Final Order that issues ERP Number 43021171.037 to Venetian Community Development District.

Presenter:

Andrew B. Thornquest, Senior Attorney, Office of General Counsel

**BEFORE THE GOVERNING BOARD OF THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**ORDER NO. SWF**

HARVEY FELTQUATE,

Petitioner,

v.

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT,

Respondent,

and

VENETIAN COMMUNITY DEVELOPMENT  
DISTRICT,

Intervenor.

**DOAH Case No. 22-2212**

**ERP App. No. 836578**

**ERP No. 43021171.037**

**FINAL ORDER**

THIS CAUSE was heard by the Governing Board of the Southwest Florida Water Management District (District) pursuant to Section 120.57(1), and Chapter 373, Part IV, Florida Statutes (F.S.) and the rules promulgated thereunder in Chapter 62-330, Florida Administrative Code (F.A.C.) for the purpose of issuing a final order in the above-styled proceeding.

The case was referred to the Division of Administrative Hearings (DOAH) upon the Amended Petition for Final Hearing received from Petitioner on July 11, 2022. On January 5, 2023, the assigned Administrative Law Judge (ALJ) John D.C. Newton, II, conducted a formal administrative hearing with all parties participating. The ALJ entered a

Recommended Order on February 17, 2023, which is attached to this final order as **Exhibit A** and incorporated by reference.

### **RULINGS ON EXCEPTIONS**

1. Pursuant to Section 120.57(1)(k), F.S., and Rule 28-106.217, F.A.C., the Parties have the ability to file exceptions to the ALJ's Recommended Order. The Parties did not file any exceptions to the Recommended Order.

### **FINDINGS OF FACT**

2. Pursuant to Section 120.57(1)(l), F.S., the District hereby adopts the findings of fact as set forth in the Recommended Order.

### **CONCLUSIONS OF LAW**

3. Pursuant to Section 120.57(1)(l), F.S., the District hereby adopts the conclusions of law as set forth in the Recommended Order.

### **STATEMENT OF THE ORDER**

Based upon the foregoing findings of fact and conclusions of law, **IT IS ORDERED:**

1. The District shall issue Environmental Resource Permit Number 43021171.037 to Venetian Community Development District, which is attached hereto as **Exhibit B**.

DONE AND ORDERED by the Governing Board of the Southwest Florida Water Management District in Hillsborough County, Florida, this \_\_\_\_ day of April, 2023.

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Joel A. Schleicher,  
Chair

Approved as to Legal Form & Content:

\_\_\_\_\_  
Chris Tumminia, General Counsel

Attest: \_\_\_\_\_  
Michelle Williamson,  
Secretary

Filed this \_\_\_\_\_ day  
of April, 2023.

(seal)

\_\_\_\_\_  
Agency Clerk

### **NOTICE OF RIGHTS**

Any party to this proceeding has the right to seek judicial review of the Final Order pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the District's Clerk and the appropriate District Court of Appeal accompanied by the filing fee as prescribed by law within thirty (30) days of the rendition of this Final Order.

### **CERTIFICATE OF SERVICE**

**I CERTIFY** that a true and correct copy of this Final Order was served on the below-named persons by the method designated on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Harvey Feltquate,  
Petitioner  
(Email)

Edward Willner, Esquire  
Mark A. Hanson, Esquire  
Kimlyn Walker, Esquire  
The Law Offices of Lobeck & Hanson, P.A.  
Counsel for the Intervenor  
(Email)

Megan R. Albrecht, Esquire  
Senior Attorney  
Southwest Florida Water Management District  
(Email)

John D. C. Newton, II,  
Administrative Law Judge  
Division of Administrative Hearings  
(Email)

**STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS**

HARVEY FELTQUATE,

Petitioner,

vs.

Case No. 22-2212

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT,

Respondent,

and

VENETIAN COMMUNITY DEVELOPMENT  
DISTRICT,

Intervenor.

\_\_\_\_\_ /

RECOMMENDED ORDER

Administrative Law Judge John D. C. Newton, II, of the Florida Division of Administrative Hearings (DOAH), conducted the final hearing in this matter on January 5, 2023, by Zoom Conference.

APPEARANCES

For Petitioner: Harvey Feltquate, pro se  
105 Bella Vista Terrace, Unit D  
North Venice, Florida 34275

For Respondent: Megan Albrecht, Esquire  
Southwest Florida Water Management District  
7601 US Highway 301 North  
Tampa, Florida 33637

For Intervenor: Mark A. Hanson, Esquire  
Loebeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237

**EXHIBIT  
A**



### STATEMENT OF THE ISSUES

Should Respondent, Southwest Florida Water Management District (District), issue Environmental Resource Permit (ERP) No. 43021171.037 authorizing modification of ERP No. 49021171.005 authorizing Venetian Community Development District (Venetian Community) to remove a portion of parking lot and construct three pickleball courts in its stead? More specifically, (a) will the proposed project adversely affect the existing stormwater management system, and (b) will the proposed project increase stormwater runoff?

### PRELIMINARY STATEMENT

By letter dated February 22, 2022, the District advised Venetian Community that the District intended to grant its application to modify ERP No. 49021171.005 to permit Venetian Community to remove a portion of a parking lot and construct three pickleball courts in its place. Petitioner, Harvey Feltquate, contested the intended decision in a letter that the District treated as a petition for an administrative hearing. The District then dismissed the petition as inadequate. On July 11, 2022, Mr. Feltquate submitted an amended petition. The District referred the amended petition to DOAH to conduct an administrative hearing. Venetian Community intervened to support the District's intended decision. After one continuance, granted because of the disruptions of Hurricane Ian, the hearing was noticed for January 5, 2023, and held as noticed.

The parties' Joint Exhibit 1 was admitted.

District Exhibit 1 was admitted. The District presented testimony from Robert McDaniel, P.E.

Mr. Feltquate did not offer exhibits into evidence. Mr. Feltquate presented testimony from Arnold Weitzman, P.E.

Venetian Community presented testimony from Richard Schappacher, P.E. Venetian Community Exhibit 1 was admitted into evidence.

The transcript of the hearing was filed January 23, 2023. The parties timely filed proposed recommended orders. They have been considered in the preparation of this Recommended Order.

### FINDINGS OF FACT

#### The Parties

1. Venetian Community is a community development district that owns the real property within the Venetian Golf and River Club. It proposes to construct three pickleball courts to replace a portion of a parking lot. Venetian Community is the permit applicant and proposed recipient of the permit.

2. The District is the state 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, Florida Statutes (2022),<sup>1</sup> and the rules promulgated under its authority in Florida Administrative Code Chapter 62-330. The District is the permitting authority in this proceeding. It issued the proposed agency action, granting the permit to Venetian Community.

3. Mr. Feltquate lives in the Venetian Golf and River Club.

#### The Project

4. On November 10, 2021, Venetian Community submitted ERP Application Number 836578 (Application) for construction of three pickleball courts within the Venetian Golf and River Club.

5. Venetian Community's engineering consultant, Richard Schappacher, P.E., prepared the Application. The Application consists of various documents and materials, including: the formal application; proposed plans with aerial views; proof

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<sup>1</sup> All citations to Florida Statutes are to the 2022 compilation unless otherwise noted.

of legal ownership; AutoCAD exhibits; drainage calculations; and a response to the District's Request for Additional Information (RAI).

6. Venice Community's Application proposes replacing 13 existing parking spaces with three pickleball courts in the Venetian Golf and River Club amenities area.

7. The proposed project will reduce the total amount of impervious area from 6,333.83 square feet to 6,282.02 square feet.

8. The District approved the Application by letter dated February 22, 2022, from District ERP Bureau Chief David Kramer to Richard Bracco of Venetian Community.

### Permitting Criteria

#### A. Permit Application and Review

9. An entity that seeks to construct a project that affects stormwater runoff must obtain an ERP from the District.

10. The District classifies each ERP application as either a "new" permit application (covering a "green-space condition, when nothing has ever been permitted on the site") or a permit "modification" application (where the site already has "permitting history"). (Tr. Vol. I, p. 67). The District then classifies a permit modification application as either a "major" or a "minor" modification. A major modification involves alterations to the stormwater management system. A minor modification is a "very simple exercise" involving a review of any changes in impervious area. (Tr. Vol. I, p. 68).

11. The District reasonably classified Venetian Community's proposal as a minor modification "due to the relatively simple nature of the conversion of the site from a parking [lot], to the pickleball courts, and the fact that there is no modification to the receiving stormwater systems, there's no modification to the pond or the control structure, it's just merely a simple land-use change." (Tr. Vol. I, p. 82).

12. A standard ERP application contains administrative items, proof of property ownership, technical documents, stormwater runoff calculations, drawings, plans,

and other relevant information provided by the applicant. Mr. Schappacher prepared and submitted a standard application to the District.

13. If District staff need additional information or clarification for the application review, the permit application reviewer may issue an RAI to the applicant, which is required to respond. All responses to RAIs become part of the application and the District's file of record.

14. Mia Kran, a student intern at the District, initially reviewed the Application. Ms. Kran issued an RAI to Mr. Schappacher. It requested proper certification of the plans and drainage report and made the following two requests.

15. "Please review the spot elevations at the south border of the project. Please verify that the stormwater will be conveyed as previously permitted/shown by the basin boundary. [Section E, Part C.9 of the ERP Application.]" (J. Ex. 1, p 25).

16. "Please revise the construction plans to include the location and details of all applicable erosion, sediment and turbidity control measures to be implemented during each phase of construction and any permanent control measures to be implemented in post-development conditions (if applicable). [Section E, Part 3(b), ERP Application]." (J. Ex. 1, p 25).

17. Venetian Community provided Ms. Kran satisfactory information. Mr. McDaniel conducted a secondary review of the Application, and "[e]verything seemed consistent with what the engineer had provided. We didn't have any reason to think that was inaccurate." (Tr. Vol. 1, pp. 51-52).

18. District staff rely primarily on the information submitted by an applicant when reviewing an ERP application.

19. Once a District permit application reviewer approves an ERP application, senior District staff conduct a secondary review of the permit application. Next, they route it to the District's ERP Bureau Chief, David Kramer, for final review, approval, and permit issuance.

20. The District followed its typical procedures for reviewing an ERP minor modification application in this matter. The procedures did not include an onsite inspection. An onsite inspection is not required for each ERP application review.

Onsite inspections are typically performed only if the reviewer has questions about existing conditions on the project site. There were no questions about the proposed project or the application that required an onsite review.

21. The District previously permitted the Venetian Golf and River Club's existing master stormwater management system. The system has four primary outfalls. Three outfalls discharge into the Myakka River. One outfall discharges into Dona Bay. Stormwater runoff from the area of the proposed project flows into existing grated inlets, through an underground pipe network, and discharges into two stormwater ponds identified as Lake 12 and Lake 14 on the permitted master stormwater management system plans. Once captured in Lake 12 and Lake 14, the stormwater runoff receives appropriate water quality treatment and attenuation before ultimately discharging into the Myakka River.

22. The existing network of inlets and pipes are capable of handling stormwater runoff from the proposed project because "they are currently able to accommodate runoff from the parking lot. Due to the fact that there is a reduction in the impervious [area], we expect those pipes to function similarly, if not better." (Tr. Vol. I, p. 85).

23. During the most recent major storm event, Hurricane Ian, the existing stormwater management system for the Venetian Golf and River Club functioned "way better than ever anticipated." (Tr. Vol. I, p. 134). An aerial photograph of the Venetian Golf and River Club taken on October 1, 2022, "the day the Myakka River crested" after Hurricane Ian, depicted only moderate flooding within the community, and primarily only on the roadways.

**B. Florida Administrative Code Rule 62-330.301**

24. To obtain an ERP from the District, an applicant must provide "reasonable assurances," pursuant to rule 62-330.301, that the proposed project meets the conditions for permit issuance. District staff must exercise a level of professional judgment in determining whether an applicant has provided the requisite reasonable assurances.

25. Rule 62-330.301 provides, in pertinent part:

62-330.301 Conditions for Issuance of Individual and Conceptual Approval Permits.

(1) To obtain an individual or conceptual approval permit, an applicant must provide reasonable assurance that the construction, alteration, operation, maintenance, removal, or abandonment of the projects regulated under this chapter:

(a) Will not cause adverse water quantity impacts to receiving waters and adjacent lands;

(b) Will not cause adverse flooding to on-site or off-site property;

(c) Will not cause adverse impacts to existing surface water storage and conveyance capabilities;

(d) Will not adversely impact the value of functions provided to fish and wildlife and listed species by wetlands and other surface waters;

(e) Will not adversely affect the quality of receiving waters such that the state water quality standards set forth in Chapters 62-4, 62-302, 62-520, and 62-550, F.A.C., including the antidegradation provisions of paragraphs 62-4.242(1)(a) and (b), F.A.C., subsections 62-4.242(2) and (3), F.A.C., and Rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters set forth in subsections 62-4.242(2) and (3), F.A.C., will be violated;

(f) Will not cause adverse secondary impacts to the water resources ... ;

(g) Will not adversely impact the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S.;

(h) Will not cause adverse impacts to a Work of the District established pursuant to Section 373.086, F.S.;

(i) Will be capable, based on generally accepted



engineering and scientific principles, of performing and functioning as proposed;

(j) Will be conducted by a person with the financial, legal and administrative capability of ensuring that the activity will be undertaken in accordance with the terms and conditions of the permit, if issued; and

(k) Will comply with any applicable special basin or geographic area criteria established ... .

26. The proposed project will not adversely affect the existing stormwater management system within the Venetian Golf and River Club. It will not cause adverse flooding or water quality impacts. Additionally, the proposed project will not adversely affect the wetland conservation area abutting the community.

27. A reduction in impervious area, like that of the proposed project, often results in less stormwater runoff leaving the property and less stormwater runoff ending up in stormwater ponds. In this case that means the proposed project will reduce the stormwater runoff into the Myakka River and Dona Bay.

28. Additionally, the change in use from a vehicular parking lot to a recreational area has environmental benefits. Unlike a parking lot, the pickleball courts will not contribute vehicle pollutants to the stormwater runoff.

29. All in all, the proposed project will benefit the stormwater management system by decreasing the total impervious area and reducing pollutants captured in stormwater runoff. It otherwise complies with the applicable regulatory criteria, including rule 62-330.301.

#### CONCLUSIONS OF LAW

##### Jurisdiction

30. DOAH has jurisdiction over the parties and the subject matter of this proceeding. §§ 120.569 and 120.57, Fla. Stat.

### Burden and Standard of Proof

31. This is a de novo proceeding to formulate final agency action. It is not an appeal to review action taken earlier and preliminarily. *See Young v. Dep't of Cmty. Aff.*, 625 So. 2d 831, 833 (Fla. 1993); *Hamilton Cnty. Bd. of Cnty. Comm'rs v. Dep't of Env't. Regul.*, 587 So. 2d 1378, 1387 (Fla. 1st DCA 1991); *McDonald v. Dep't of Banking & Fin.*, 346 So. 2d 569, 584 (Fla. 1st DCA 1977). Mr. Feltquate bears the ultimate burden of proving the District should not approve the proposed project. § 120.569(2)(p), Fla. Stat. He must prove this by a preponderance of the evidence. § 120.57(1)(j), Fla. Stat.

### Conditions for Permit Issuance and the Reasonable Assurances Standard

32. To obtain an ERP, an applicant must provide reasonable assurances that the proposed activities will meet the conditions for permit issuance established by chapter 62-330. *See* § 373.414(1), Fla. Stat.

33. Reasonable assurances means "a substantial likelihood that the project will be successfully implemented." *Metro Dade Cnty. v. Coscan Florida, Inc.*, 609 So. 2d 644, 648 (Fla. 3d DCA 1992). A permit applicant provides reasonable assurances when it has demonstrated a substantial likelihood of success and that the project will not run afoul of the intent or purpose behind the statute or rule. *Id.* However, the applicant's burden is one of reasonable assurances, not absolute guarantees. *See Mansota-88, Inc. v. Agrico Chem. Co.*, Case No. 87-2433 (Fla. DOAH Jan. 5, 1990), *modified in part*, OGC File No. 87-0664 at ¶18 (Fla. DER Feb. 19, 1990).

34. Additionally, the reasonable assurances standard only requires the applicant to address "reasonably foreseeable contingencies" in establishing entitlement to a permit. *Putnam Cnty. Env't Council, Inc., et al. v. Dep't of Env't Prot., et al.*, Case No. 01-2442 (Fla. DOAH July 3, 2002; Fla. DEP Aug. 6, 2002). The applicant is not required to disprove all "worst case scenarios" or "theoretical impacts" raised by the permit challenger. *Id.* at 65. The reasonable assurances standard "does not require an absolute guarantee that the project will not violate applicable requirements under any and all circumstances." *Last Stand & George Halloran v. KW Resort Utilities Corp., Dep't of Env't Prot.*, Case No. 14-5302 (Fla. DOAH Jan. 15, 2016);

OGC Case No. 14-0393 (Fla. DEP Feb. 24, 2016). Lastly, "[s]peculation about what 'might' occur is not sufficient to satisfy Petitioners' burden to show, by a preponderance of the evidence, that KWRU did not provide reasonable assurance[s] ... ." *Id.* at 96.

35. Venetian Community presented a prima facie case demonstrating entitlement to approval of its application and issuance of the requested modification permit. The credible and persuasive testimony of Mr. Schappacher and Mr. McDaniel proved that the proposed project will actually benefit the existing stormwater management system by removing existing impervious area and reducing total stormwater runoff.

36. Mr. Feltquate did not meet his burden of ultimate persuasion. He did not present competent, substantial evidence proving the application should be denied. Mr. Weitzman, though a retired Professional Engineer, lacked knowledge specific to the design and permitting of stormwater management systems in Florida, including the Venetian Community Development District. Moreover, Mr. Weitzman further lacked knowledge of the applicable regulatory criteria. Mr. Weitzman's opinion testimony was largely speculative, general, and conclusory.

37. Mr. Schappacher and Mr. McDaniel were more credible and persuasive. Their experience in the design and evaluation of stormwater runoff systems was more recent and more extensive and involved application of Florida's requirements. Their testimony was also supported by credible exhibits. In contrast, for example, Mr. Weitzman testified about using a different program to calculate the area of the proposed pickleball courts and the existing parking lot. But information about the program and documentation of its use and results were not offered into evidence.

#### RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that Respondent, Southwest Florida Water Management District, issue Environmental Resource Permit No. 43021171.037 authorizing modification of Environmental Resource Permit No. 49021171.005 to authorize Venetian

Community Development District to remove a portion of a parking lot and construct three pickleball courts in its stead.

DONE AND ENTERED this 17th day of February, 2023, in Tallahassee, Leon County, Florida.



---

JOHN D. C. NEWTON, II  
Administrative Law Judge  
1230 Apalachee Parkway  
Tallahassee, Florida 32399-3060  
(850) 488-9675  
[www.doah.state.fl.us](http://www.doah.state.fl.us)

Filed with the Clerk of the  
Division of Administrative Hearings  
this 17th day of February, 2023.

COPIES FURNISHED:

Megan Albrecht, Esquire  
(eServed)

Harvey Feltquate  
(eServed)

Edward Willner  
(eServed)

Mark A. Hanson, Esquire  
(eServed)

Kimlyn Walker, Attorney  
(eServed)

Brian J. Armstrong, P.G. Executive  
Director  
(Address of Record)

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.



## Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: WaterMatters.org

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

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

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

February 22, 2022

Venetian CDD  
Attn: Richard Bracco  
9530 Marketplace Rd., Suite 206  
Ft. Myers, FL 33912

Subject: **Notice of Intended Agency Action - Approval  
ERP Minor Modification**

Project Name: Venetian CDD Pickleball Courts  
App ID/Permit No: 836578 / 43021171.037  
County: Sarasota  
Letter Received: November 12, 2021  
Expiration Date: February 22, 2027  
Sec/Twp/Rge: S26/T38S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

cc: Richard Schappacher, P.E., Schappacher Engineering





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Opportunity  
Employer

## Southwest Florida Water Management District

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Bartow, Florida 33830-7700  
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**Sarasota Service Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

February 22, 2022

Venetian CDD  
Attn: Richard Bracco  
9530 Marketplace Rd., Suite 206  
Ft. Myers, FL 33912

Subject: **Notice of Agency Action - Approval  
ERP Minor Modification**

Project Name: Venetian CDD Pickleball Courts  
App ID/Permit No: 836578 / 43021171.037  
County: Sarasota  
Letter Received: November 12, 2021  
Expiration Date: February 22, 2027  
Sec/Twp/Rge: S26/T38S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

This modification to Environmental Resource Permit (ERP) No. 49021171.005 authorizes the following:

1. The removal of a parking lot and the construction of three pickleball courts, which will tie into infrastructure authorized under Permit No. 49021171.005. The proposed project will result in a decrease in impervious area, therefore no modifications to the master stormwater management system are required.
2. Transfer of ownership to Venetian Community Development District.
3. The change of operation and maintenance responsibility to Venetian Community Development District.
4. All other terms and conditions of Permit No. 49021171.005, dated February 7, 2003 and entitled Venetian Golf and River Club Phase 3, apply.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).



The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures: Notice of Rights  
cc: Richard Schappacher, P.E., Schappacher Engineering

## **Notice of Rights**

### **ADMINISTRATIVE HEARING**

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

## **JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

**COMMITTEE/LIAISON REPORTS**

**April 25, 2023**

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

Staff Recommendation:

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

Presenter:

Kelly Rice, Board Member

**EXECUTIVE DIRECTOR'S REPORT**

**April 25, 2023**

**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 25, 2023**

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

Staff Recommendation:

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

Presenter:

Joel A. Schleicher, Chair

**CHAIR'S REPORT**

**April 25, 2023**

**Discussion: Information Item: Employee Milestones**

Staff Recommendation:

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

Presenter:

Joel A. Schleicher, Governing Board Chair



Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
10	04/23/2013	Allen Milligan	Project Manager	Brooksville	Land Resources	2023	04/23/2023
35	04/16/1988	Rita Harrod	Project Management Analyst	Brooksville	Engineering & Project Mgt	2023	04/16/2023