

# Governing Board Meeting

## *Agenda and Meeting Information*

*February 22, 2022*

*9:00 a.m.*

**Brooksville Office**

2379 Broad Street • Brooksville, Florida  
(352) 796-7211 • 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

The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4747; or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

## Final Agenda GOVERNING BOARD MEETING

**FEBRUARY 22, 2022  
9:00 AM**

**2379 BROAD STREET, BROOKSVILLE, FL 34604  
(352) 796-7211**

*All meetings are open to the public*

**MEETING NOTICE**

- › Viewing of the Board meeting will be available through the District's website at [www.WaterMatters.org](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 (Fort King Highway)  
Tampa, Florida 33637  
(813) 985-7481 or 1-800-836-0797 (FL only)



## **1. CONVENE PUBLIC MEETING**

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

## **2. CONSENT AGENDA**

- 2.1 **Finance/Outreach and Planning Committee:** Consolidated Annual Report
- 2.2 **Resource Management Committee:** FARMS – Farm Road Port Charlotte FL, LLC (H801), Charlotte County
- 2.3 **Resource Management Committee:** FARMS – Berry Patch Ridge, LLC (H802), Polk County
- 2.4 **Operations, Lands and Resource Monitoring Committee:** Rainbow Springs State Park Unit Management Plan - SWF Parcel No. 19-593-108X
- 2.5 **Operations, Lands and Resource Monitoring Committee:** Weeki Wachee Springs State Park Unit Management Plan SWF Parcel No. 15-773-211X
- 2.6 **General Counsel's Report:** Approval of Settlement Agreement between SWFWMD and Seagrass Resort, LLC - Unauthorized Construction Activities - CT No.'s 370860 and 395970 - Citrus County
- 2.7 **Executive Director's Report:** Approve Governing Board Minutes - January 25, 2022

## **3. FINANCE/OUTREACH AND PLANNING COMMITTEE**

- 3.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 3.2 **Submit & File:** Information Item: Budget Transfer Report

## **4. RESOURCE MANAGEMENT COMMITTEE**

- 4.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 4.2 **Discussion:** Action Item: Citrus County Old Homosassa East Septic to Sewer – Third-Party Review (Q134)

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

- 5.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 5.2 **Discussion:** Information Item: Hydrologic Conditions Report
- 5.3 **Discussion:** Action Item: Offer for Surplus Lands – Annutteliga (AH-4), SWF Parcel No. 15-228-2061S
- 5.4 **Discussion:** Action Item: Offer for Surplus Lands – Annutteliga (AH-4), SWF Parcel No. 15-228-2062S

- 5.5 **Discussion:** Action Item: Offer for Surplus Lands – Annutteliga (AH-4), SWF Parcel No. 15-228-2065S
- 5.6 **Discussion:** Action Item: Offer for Surplus Lands – Annutteliga (AH-2), SWF Parcel No. 15-228-1352S
- 5.7 **Discussion:** Action Item: Offer for Surplus Lands – Green Swamp (GSE-7), SWF Parcel No. 10-200-1286S
- 5.8 **Discussion:** Action Item: Budget Transfer for Edward Medard Reservoir Toe-drain Rehabilitation

## **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:** Information Item: Knowledge Management: Governing Board Policy Update - Defense of Civil Suits and Indemnification

## **8. COMMITTEE/LIAISON REPORTS**

- 8.1 **Discussion:** Information Item: Environmental Advisory Committee
- 8.2 **Discussion:** Information Item: Well Drillers 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

Effective October 4, 2021

OFFICERS	
Chair	Kelly S. Rice
Vice Chair	Joel Schleicher
Secretary	Michelle Williamson
Treasurer	Ed Armstrong

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Jack Bispham
Seth Weightman
John Mitten
John Hall

RESOURCE MANAGEMENT COMMITTEE
Seth Weightman
Jack Bispham
Michelle Williamson
William Hogarth

REGULATION COMMITTEE
Joel Schleicher

FINANCE/OUTREACH AND PLANNING COMMITTEE
Ed Armstrong
Ashley Bell Barnett
William Hogarth

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

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Michelle Williamson
Environmental Advisory Committee	John Mitten
Industrial Advisory Committee	John Hall
Public Supply Advisory Committee	Ed Armstrong
Well Drillers Advisory Committee	Seth Weightman

OTHER LIAISONS	
Central Florida Water Initiative	Ashley Bell Barnett
Springs Coast Steering Committee	John Mitten
Coastal & Heartland National Estuary Partnership Policy Committee	Jack Bispham
Sarasota Bay Estuary Program Policy Board	Joel Schleicher
Tampa Bay Estuary Program Policy Board	William Hogarth
Tampa Bay Regional Planning Council	Vacant

**Southwest Florida Water Management District Schedule of Meetings  
Fiscal Year 2022**

1/13/2022

**Governing Board Meeting**

October 19, 2021 – 9:00 a.m., Brooksville Office  
November 16, 2021 – 9:00 a.m., Tampa Office  
December 14, 2021 – 9:00 a.m., Brooksville Office  
January 25, 2022 – 9:00 a.m., Tampa Office  
February 22, 2022 – 9:00 a.m., Brooksville Office  
March 22, 2022 – 9:00 a.m., Tampa Office  
April 26, 2022 – 9:00 a.m., Brooksville Office  
May 24, 2022 – 9:00 a.m., Tampa Office  
June 21, 2022 – 9:00 a.m., Brooksville Office  
July 26, 2022 – 9:00 a.m., Tampa Office  
August 23, 2022 – 9:00 a.m., Brooksville Office  
September 20, 2022 – 3:00 p.m., Tampa Office

**Governing Board Public Budget Hearing – 5:01 p.m., Tampa Office  
2022 – September 6 & 20**

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

2021 – December 7  
2022 – March 8, June 7, September 13

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

2021 – October 12  
2022 – January 11, April 12, July 12

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

2021 – November 9  
2022 – February 8, May 10, August 9

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

2021 – November 9  
2022 – February 8, May 10, August 9

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

2021 – October 20, December 8  
2022 – January 5, February 23, May 25, July 13

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

2021 – November 10  
2022 – January 26, March 9, July 27

**Well Drillers Advisory Committee – 1:30 p.m., Tampa Office**

2021 – October 6  
2022 – January 12, April 6, July 13

**Cooperative Funding Initiative – all meetings begin at 10:00 a.m.**

2022 – February 2 – Northern Region, (Audio Visual Communication)  
2022 – February 3 – Southern Region, (Audio Visual Communication)  
2022 – February 9 – Heartland Region, Bartow City Hall  
2022 – February 10 – Tampa Bay Region, (Audio Visual Communication)  
2022 – April 6 – Northern Region, Brooksville Office  
2022 – April 7 – Southern Region, Sarasota County Commission Chambers  
2022 – April 13 – Heartland Region, Bartow City Hall  
2022 – April 14 – Tampa Bay Region, Tampa Office

**Meeting Locations**

Brooksville Office – 2379 Broad St., Brooksville, FL 34604  
Tampa Office – 7601 US Highway 301 North, Tampa, FL 33637  
Sarasota County Commission Chambers – 1660 Ringling Blvd., Sarasota, FL 34236  
Bartow City Hall – 450 N. Wilson Ave., Bartow, FL 33830

**Governing Board Meeting**  
**February 22, 2022**

**1. CONVENE PUBLIC MEETING**

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1.2 Invocation and Pledge of Allegiance..... 5

1.3 Employee Recognition ..... 6

1.4 Additions and Deletions to Agenda..... 7

1.5 Public Input for Issues Not Listed on the Agenda ..... 8



**CONVENE PUBLIC MEETING**

**February 22, 2022**

**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:**

Kelly S. Rice, Chair

**CONVENE PUBLIC MEETING**

**February 22, 2022**

**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:

Kelly S. Rice, Chair

**CONVENE PUBLIC MEETING**

**February 22, 2022**

**Employee Recognition**

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

Staff Recommendation:

- Teri Hudson

Presenter:

Kelly S. Rice, Chair

**CONVENE PUBLIC MEETING**

**February 22, 2022**

**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**

**February 22, 2022**

**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:

Kelly S. Rice, Chair



# Governing Board Meeting

February 22, 2022

## 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.

2.1	<b>Finance/Outreach and Planning Committee:</b> Consolidated Annual Report .....	9
2.2	<b>Resource Management Committee:</b> FARMS – Farm Road Port Charlotte FL, LLC (H801), Charlotte County.....	11
2.3	<b>Resource Management Committee:</b> FARMS – Berry Patch Ridge, LLC (H802), Polk County .....	13
2.4	<b>Operations, Lands and Resource Monitoring Committee:</b> Rainbow Springs State Park Unit Management Plan - SWF Parcel No. 19-593-108X.....	15
2.5	<b>Operations, Lands and Resource Monitoring Committee:</b> Weeki Wachee Springs State Park Unit Management Plan SWF Parcel No. 15-773-211X .....	17
2.6	<b>General Counsel's Report:</b> Approval of Settlement Agreement between SWFWMD and Seagrass Resort, LLC - Unauthorized Construction Activities - CT No.'s 370860 and 395970 - Citrus County .....	19
2.7	<b>Executive Director's Report:</b> Approve Governing Board Minutes - January 25, 2022.....	34

**CONSENT AGENDA**

**February 22, 2022**

**Finance/Outreach and Planning Committee: Consolidated Annual Report**

*Purpose*

To seek Board approval for the District's 2022 Consolidated Annual Report (CAR). The completed report is provided with the Board packet for this meeting. Distribution of the report is required by March 1, 2022.

*Background/History*

Section 373.036, Florida Statutes (F.S.), requires the water management districts to prepare a "Consolidated Water Management District Annual Report." The report must include the following:

1. The Water Management District Performance Measures Annual Report
2. The Minimum Flows and Levels (MFLs) Priority List and Schedule
3. The Minimum Flows and Levels/Water Quality Grade for Projects Report
4. The Annual Five-Year Capital Improvements Plan
5. The Alternative Water Supplies Annual Report
6. The Five-Year Water Resource Development Work Program
7. The Polk Regional Water Cooperative Status Report
8. The Florida Forever Work Plan
9. The Mitigation Donation Annual Report
10. The Strategic Plan 2022-2026 (updated February 2022) and Annual Work Plan

The legislation requires the report be submitted by March 1 of each year to the Governor, President of the Senate, Speaker of the House of Representatives and the Department of Environmental Protection (DEP). In addition, "copies must be provided to the chairs of all legislative committees having substantive or fiscal jurisdiction over the districts and the governing board of each county in the district having jurisdiction or deriving any funds for operations of the district. Copies of the consolidated annual report must be made available to the public, either in printed or electronic format."

The CAR was presented and discussed at the Board's January meeting. Since this meeting, the Polk Regional Cooperative Status Report was revised to include new information provided in an errata sheet from the Polk Regional Water Cooperative (PRWC). This updated information includes adjustments to the funding amounts for two projects for fiscal year 2022-23. However, the total number of projects (26) for legislative funding consideration and dollars requested from the State remain unchanged. In addition, language was added to the Alternative Water Supplies Report to recognize the PRWC and completion of rulemaking to repeal the Northern Tampa Bay Water Use Caution Area's recovery strategy.

The Annual Work Plan was also revised to add a graphic (see page 199) summarizing nitrogen reductions experienced from projects for the five first-magnitude springs. There are 12 District-funded projects within the springs' basin management action plans boundaries expected to reduce nitrogen loading by 39,510 lbs/year of total nitrogen. These projects achieve 49 percent of the District's goal for reducing total nitrogen to the springs through projects by 80,000 lbs/year by FY2039.

The CAR is provided under separate cover.

Staff Recommendation:

Approve the 2022 Consolidated Annual Report and its transmittal.

Presenter:

Trisha Neasman, AICP, Planning Lead, Government and Community Affairs Office

**CONSENT AGENDA**

**February 22, 2022**

**Resource Management Committee: FARMS – Farm Road Port Charlotte FL, LLC (H801), Charlotte County**

*Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Farm Road Port Charlotte FL, LLC and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$832,000 (71 percent of total project costs). Of this amount, \$832,000 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$1,170,000.

*Project Proposal*

The District received a project proposal from Farm Road Port Charlotte FL, LLC for their 1,216-acre turfgrass sod operation located ten miles northeast of Punta Gorda, in northern Charlotte County, within the Southern Water Use Caution Area (SWUCA) and the Shell, Prairie and Joshua Creek (SPJC) watersheds. This project will involve the construction and operation of a combined six acres of canals that will serve to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used for supplemental irrigation of 469 acres of turfgrass sod. The Water Use Permit (WUP) authorizes an annual average withdrawal of 2,199,800 gallons per day (gpd) to irrigate 882 acres of sod. FARMS project components will involve the construction of two canal type reservoirs with interconnecting ditches, two canal-fed pump stations with GPS telemetry, automation, control structures, valves, and the piping necessary to connect to a lateral-traveling overhead irrigation system.

*Benefits/Costs*

The proposed project involves water quantity and water quality best management practices for supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. Using an estimated nine percent savings of permitted quantities for daily irrigation, or 190,000 gpd, yields a daily cost of \$3.67 per thousand gallons of groundwater reduced over the proposed five-year contract term. This value is within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of alternative irrigation supplies and improved irrigation techniques 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 \$4,282,722 remaining in its FARMS Program budget.

Staff Recommendation:

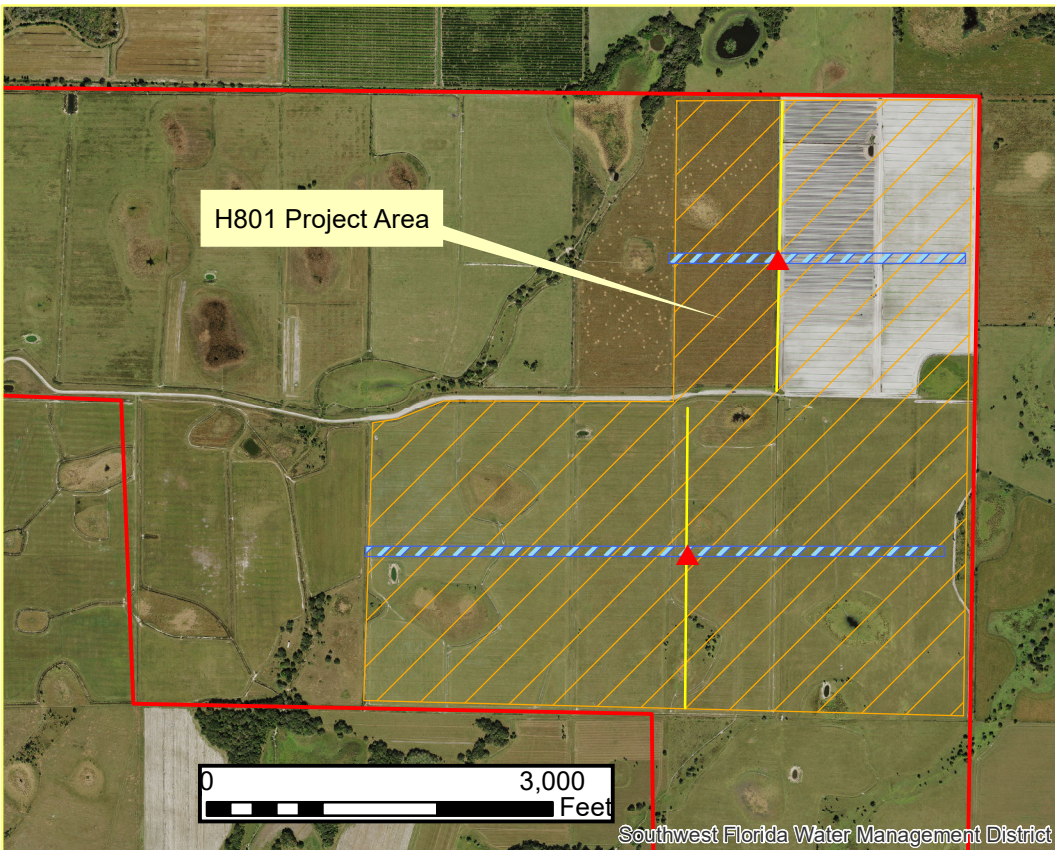
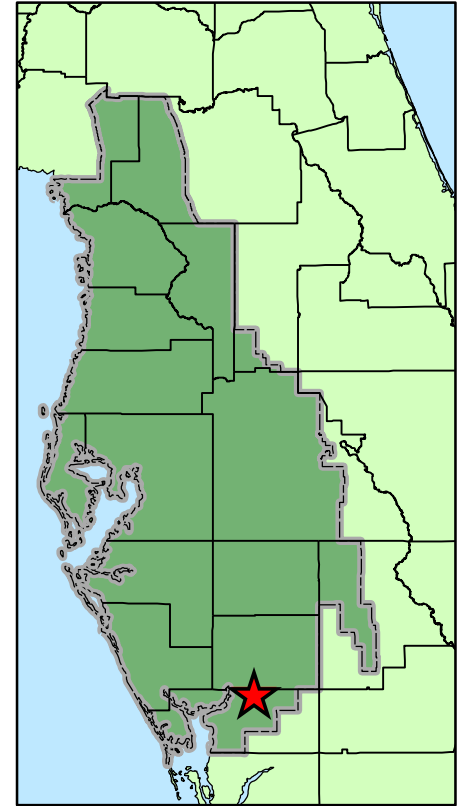
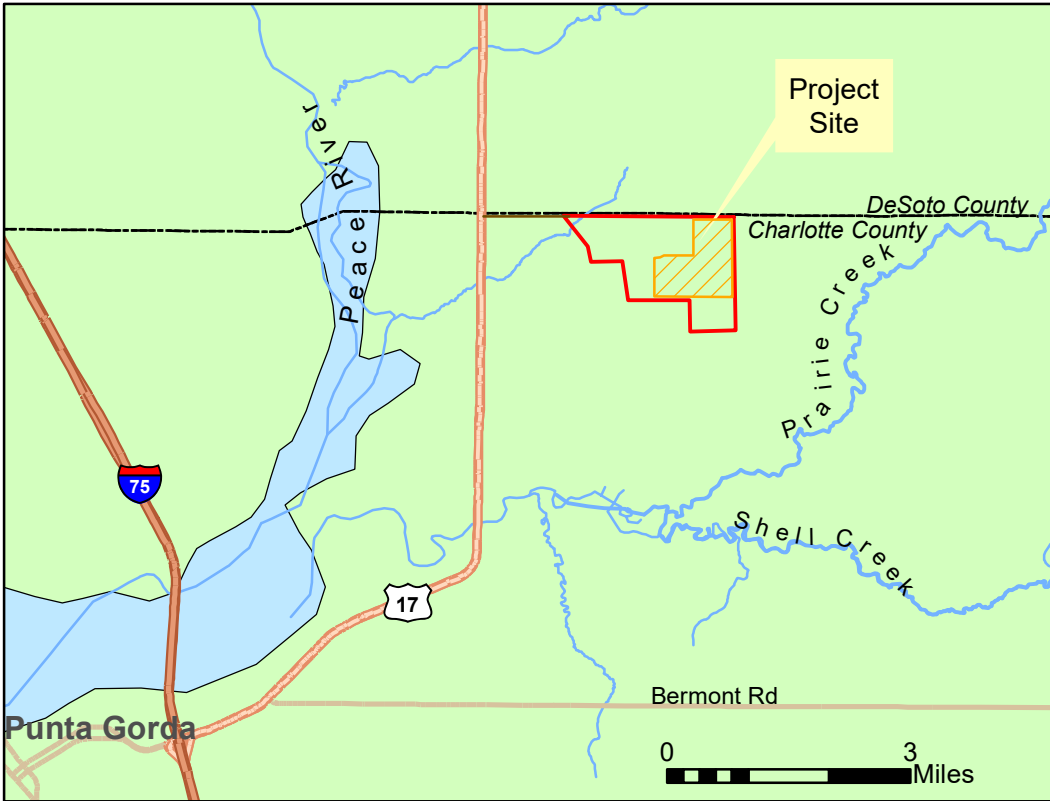
1. Approve the Farm Road Port Charlotte FL, LLC project for a not-to-exceed project reimbursement of \$832,000 with \$832,000 provided by the Governing Board;
2. Authorize the transfer of \$832,000 from fund 010 H017 Governing Board FARMS Fund to the H801 Farm Road Port Charlotte FL, LLC project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

# Location Map

## Farm Road Port Charlotte FL, LLC FARMS Project H801



### Legend

- District Boundary
- Boundary WUP 20999
- H801 Project Area
- Proposed Surface Water Canal-Reservoir
- Proposed Surface Water Pump Station & Mainline Pipe

**Charlotte County**

*Southwest Florida  
Water Management District*



**CONSENT AGENDA**

**February 22, 2022**

**Resource Management Committee: FARMS – Berry Patch Ridge, LLC (H802), Polk County**

*Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Berry Patch Ridge, LLC and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$241,572 (75 percent of total project costs). Of this amount, \$241,572 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$322,096.

*Project Proposal*

The District received a project proposal from Berry Patch Ridge, LLC for their property totaling 178 acres of strawberries, row crops, and citrus located two miles east of Dundee in eastern Polk County, within the Central Florida Water Initiative, and the Southern Water Use Caution Area. This project will involve automation of an irrigation pump station to offset Upper Floridan aquifer groundwater used for supplemental irrigation of 15 acres of strawberries and row crops and reduce nutrient loading to the groundwater. The Water Use Permit (WUP) authorizes annual average groundwater withdrawals of 219,900 gallons per day (gpd). FARMS project components consist of a remotely operated automated irrigation station with automation controller, sensors and monitoring, fertigation controller, sensors, and monitoring, and batch tanks for water storage and treatment.

*Benefits/Costs*

The proposed project involves water quantity and water quality 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 offset 40,000 gpd in groundwater for daily irrigation and to reduce 270 pounds of nitrogen per year. The conservation components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the 40,000 gpd groundwater offset and a reduction of 270 pounds per year of nitrogen and a proposed seven-year contract term, the cost per thousand gallons of water is \$3.54 and the cost per pound of nitrogen reduced is \$3.92. 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 strawberries and row crop operation. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$4,282,722 remaining in its FARMS Program budget.

Staff Recommendation:

1. Approve the Berry Patch Ridge, LLC project for a not-to-exceed project reimbursement of \$241,572 with \$241,572 provided by the Governing Board;
2. Authorize the transfer of \$241,572 from fund 010 H017 Governing Board FARMS Fund to the H802 Berry Patch Ridge, LLC project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

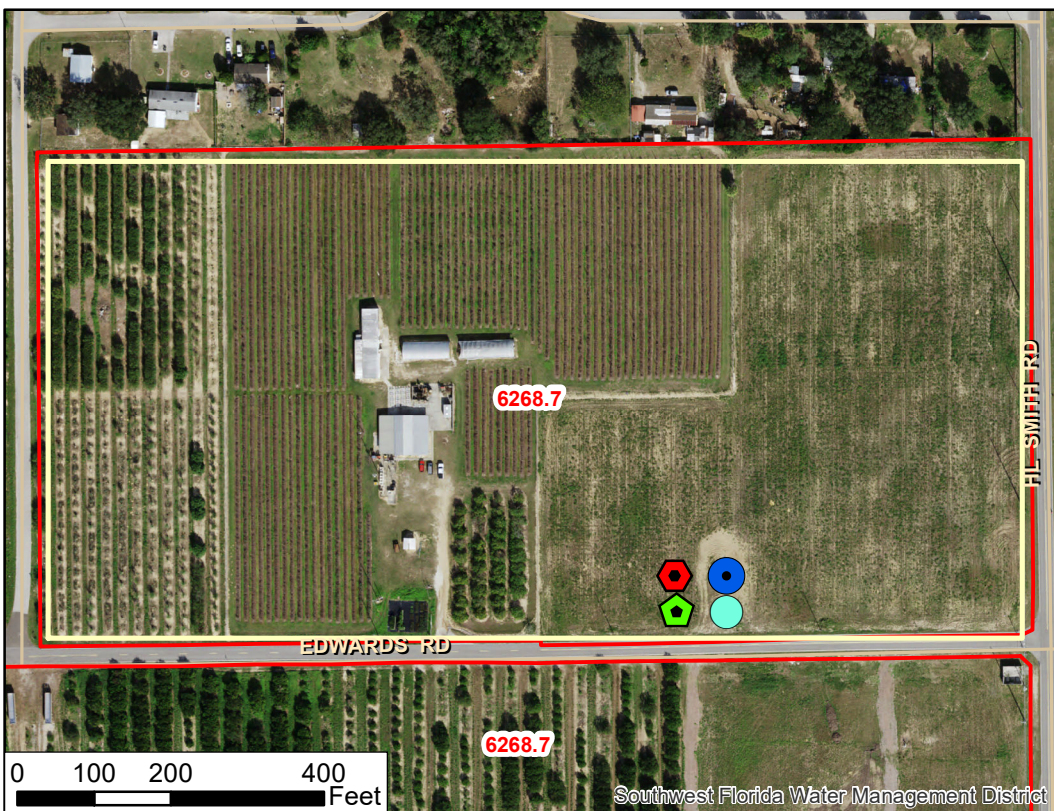
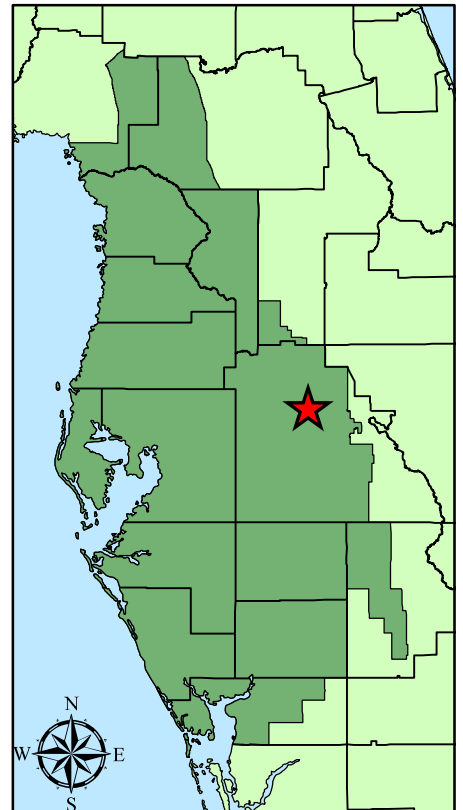
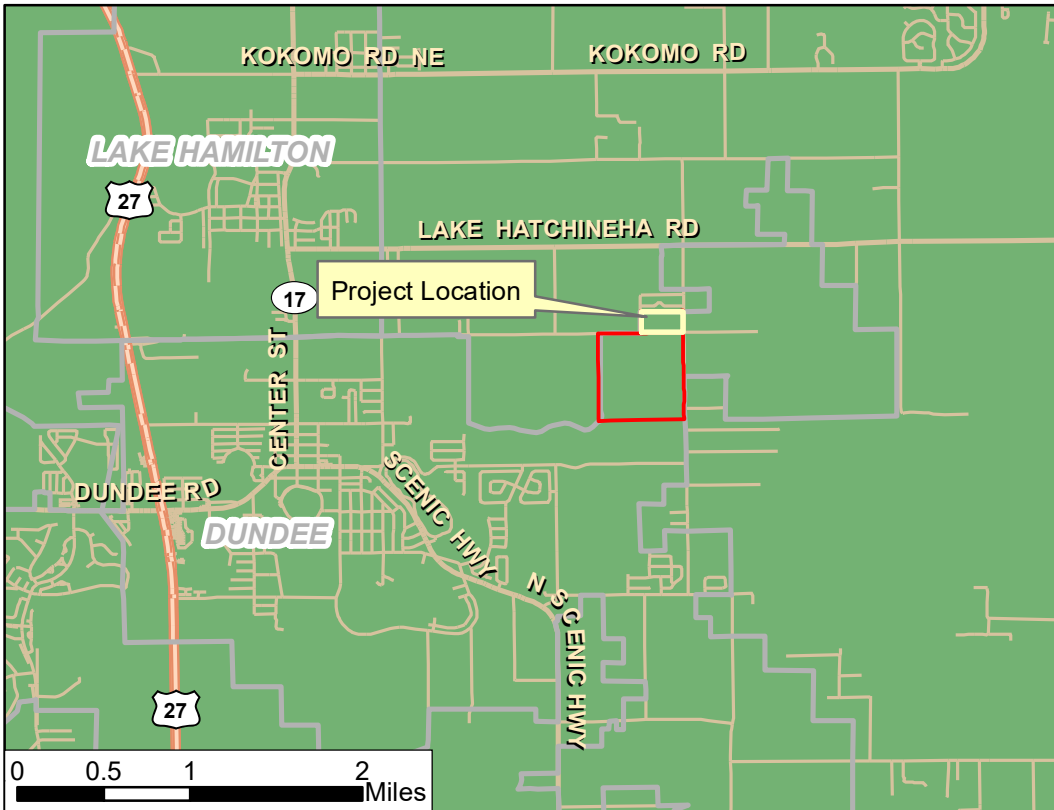
Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

# Location Map

## FARMS Project H802


### Berry Patch Ridge, LLC



**Legend**

- Proposed Batch Tanks
- Existing GW Well
- ⬠ Proposed Fertigation and Monitoring
- ⬠ Proposed Precision Automation Station
- Project Area
- WUP 6268

**Polk County**



**CONSENT AGENDA**

**February 22, 2022**

**Operations, Lands and Resource Monitoring Committee: Rainbow Springs State Park Unit Management Plan - SWF Parcel No. 19-593-108X**

*Purpose*

Recommend the Governing Board approve the Rainbow Springs State Park (Park) Unit Management Plan (UMP). The UMP is available upon request in an electronic or printed version.

*Background/History*

The Rainbow Springs State Park (Park) is a 1,584-acre tract managed by the Florida Department of Environmental Protection (FDEP), Division of Recreation and Parks (DRP) and includes the 112-acre Rainbow River Ranch Tract (Property) acquired by the District in June 2017 for its significant contribution to flood protection, water quality, and natural systems. The lease agreement (Agreement) between the District and FDEP effective December 2019 provides for DRP to manage the Property as part of the Park and submit the UMP to the District for review and approval.

The UMP forms the basis for all aspects of planning, development, and management of the Park. The content, development and maintenance of unit management plans are directed by Chapters 253, 259, and 373 of the Florida Statutes (F.S.). Provisions within the Agreement emphasize the original management concept of the Property and provide a basic guidance for all management activities. Appropriate District staff have reviewed the UMP and have determined that it is sufficient per statutory requirements and meets the requirements set forth within the Agreement.

The following are DRP's long-term goals for the management of the Park:

- Provide administrative support for all Park functions;
- Protect water quality and quantity in the Park, restore hydrology to the extent feasible, and maintain the restored condition;
- Restore and maintain the natural communities/habitats;
- Maintain, improve, or restore imperiled species populations and habitats;
- Remove exotic and invasive plants and animals from the Park and conduct needed maintenance/control;
- Protect, preserve, and maintain the cultural resources;
- Provide public access and recreational opportunities; and
- Develop and maintain use areas and support facilities.

*Benefits/Costs*

The UMP outlines strategic initiatives and establishes future land use and management objectives for the Park and sufficiently satisfies the requirements set forth in the Agreement. The DRP manages the Property at no cost to the District and the District receives flood protection, water quality, and natural system protection benefits by ownership of the Property.

Staff Recommendation:

- Approve the Rainbow Springs State Park Unit Management Plan in accordance with the Lease Agreement with Florida Department of Environmental Protection, Division of Recreation and Parks, SWF Parcel No. 19-593-108X.

Presenter:

Ellen Morrison, J.D., Land Resources Bureau Chief

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**CONSENT AGENDA**

**February 22, 2022**

**Operations, Lands and Resource Monitoring Committee: Weeki Wachee Springs State Park Unit Management Plan SWF Parcel No. 15-773-211X**

*Purpose*

Recommend the Governing Board approve the Weeki Wachee Springs State Park (Park) Unit Management Plan (UMP). The UMP is available upon request in an electronic or printed version.

*Background/History*

The Weeki Wachee Springs State Park (Park) is a 928-acre tract managed by the Florida Department of Environmental Protection (FDEP), Division of Recreation and Parks (DRP) and includes the 539-acre (Property) acquired by the District in August 2001 for its significant contribution to flood protection, water quality, and natural systems. The lease agreement (Agreement) between the District and FDEP effective November 2008 provides for DRP to manage the Property as part of the Park and that DRP submit the UMP to the District for review and approval.

The UMP forms the basis for all aspects of planning, development, and management of the Park. The content, development and maintenance of unit management plans are directed by Chapters 253, 259, and 373 of the Florida Statutes (F.S.). Provisions within the Agreement require that it emphasize the original management concept of the Property and provide a basic guidance for all management activities. Appropriate District staff have reviewed the UMP and have determined that it is sufficient per statutory requirements and meets the requirements set forth within the Agreement.

The following are DRP's long-term goals for the management of the Park:

- Provide administrative support for all Park functions;
- Protect water quality and quantity in the Park, restore hydrology to the extent feasible, and maintain the restored condition;
- Restore and maintain the natural communities/habitats;
- Maintain, improve, or restore imperiled species, populations, and habitats;
- Remove exotic and invasive plants and animals from the Park and conduct needed maintenance/control;
- Protect, preserve, and maintain the cultural resources;
- Provide public access and recreational opportunities; and
- Develop and maintain use areas and support facilities.

*Benefits/Costs*

The UMP outlines strategic initiatives and establishes future land use and management objectives for the Park and sufficiently satisfies the requirements set forth in the Agreement. The DRP manages the Property at no cost to the District and the District receives flood protection, water quality, and natural system protection benefits by ownership of the Property.

Staff Recommendation:

- Approve the Weeki Wachee Springs State Park Unit Management Plan in accordance with the Lease Agreement with Florida Department of Environmental Protection, Division of Recreation and



Parks, SWF Parcel No. 15-773-211X.

Presenter:

Ellen Morrison, J.D., Land Resources Bureau Chief

**CONSENT AGENDA**

**February 22, 2022**

**General Counsel's Report: Approval of Settlement Agreement between SWFWMD and Seagrass Resort, LLC - Unauthorized Construction Activities - CT No.'s 370860 and 395970 - Citrus County**

On December 19, 2011, Seagrass Resort, LLC (“Seagrass”) applied for an exemption from the Environmental Resource Permit (“ERP”) requirements for proposed improvements, including construction of a new restaurant and bar overlooking the Homosassa River. On January 11, 2012, the District granted the exemption stating that an ERP would not be required for the proposed site improvements.

On March 18, 2014, the District received a flooding complaint from an adjacent landowner. District staff observed that the improvements constructed on the Property were not in accordance with the Plans which qualified for the first exemption. On July 19, 2016, the District issued Seagrass a Notice of Violation and Proposed Consent Order. On March 17, 2017, Seagrass applied for an exemption for a proposed new project that would include the removal of approximately 4,028 square feet of impervious area to bring the matter into compliance.

On September 19, 2017, the District issued a second exemption. The proposed improvements included the removal of approximately 4,028 square feet of impervious surface and conversion to grass/pervious surface; the removal of fencing along the property boundary and grading to accept runoff from offsite properties to the north; and the installation of flapper valves at the outfall pipe to the Homosassa River. The second exemption also required that the proposed improvements be completed within sixty (60) days.

On November 29, 2017, District staff conducted a site inspection and observed Seagrass had not made the improvements. On May 7, 2018, a Notice of Violation was sent to Seagrass along with a Proposed Consent Order. On January 17, 2019, District staff confirmed the improvements remained outstanding. As a result, District staff obtained authorization from the Governing Board to issue an Administrative Complaint and Order (“ACO”) on May 21, 2019. On February 12, 2020, the ACO was issued, and it became final agency action on March 17, 2020.

On March 25, 2021, the District filed a Petition for Enforcement and Complaint for Civil Remedies in the Fifth Judicial Circuit, Citrus County, Case No. 2021-CA-000198. Almost immediately, Seagrass began to comply with the corrective actions sought by the District and engaged in negotiations in an attempt to resolve the lawsuit. The parties have negotiated a Settlement Agreement, pursuant to which Seagrass will complete the remaining corrective actions and pay \$10,000.00 in penalties, \$3,804.00 in enforcement costs, and \$2,075.00 in attorneys’ fees, for a total of \$15,879.00.

**Staff Recommendation:**

1. Approve the Settlement Agreement.
2. Authorize District staff to seek dismissal of the Petition for Enforcement and Complaint for Civil Remedies in the Fifth Judicial Circuit, Citrus County, Case No. 2021-CA-000198.
3. Authorize the District staff to pursue additional enforcement measures to obtain compliance with the terms and conditions of the Settlement Agreement, including filing any appropriate actions in circuit court, if necessary.

**Presenter:**

Jennifer A. Soberal, Staff Attorney

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## SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is made and entered into by the Southwest Florida Water Management District (District) and Seagrass Resort, LLC (Seagrass). The District and Seagrass may be individually referred to as "Party" or "Parties," collectively.

### RECITALS

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, Florida Statutes (F.S.), and the rules promulgated thereunder as Chapter 40D-2, Florida Administrative Code (F.A.C.).

2. Seagrass is a Florida limited liability corporation having a principal place of business and mailing address 10386 West Halls River Road, Homosassa, Florida 34446.

3. Seagrass owns real property located at 10386 West Halls River Road, Homosassa, Florida 34446 (Property).

4. On December 19, 2011, Seagrass applied for an exemption from the Environmental Resource Permit (ERP) requirements for proposed improvements to the Property which would increase the total net impervious surface by 7,536 square feet.

5. The construction plans (Plans) submitted by Seagrass depicted the removal of two existing buildings, the construction of a new 6,500 square foot bar and restaurant building, paved handicap parking facilities, the relocation and expansion of an existing boat ramp, a new seawall where the previous boat ramp existed, and a concrete cap over the existing seawall. The Plans also included the addition of two stormwater pond systems to eliminate direct surface water discharge into the Homosassa River.

6. On January 11, 2012, the District granted Seagrass' ERP exemption, pursuant to Rule 40D-4.051(15), F.A.C., which allows for less than 9,000 square feet of total net impervious area.

7. On March 18, 2014, District staff received a flooding complaint from an adjacent property owner. In response, District staff conducted site visits on March 19, 2014, March 28, 2014, April 30, 2014, and January 28, 2015. During these visits, District staff observed that the improvements to the Property were not done in accordance with the Plans originally submitted to the District when it granted the ERP exemption.

8. Specifically, District staff observed the following deviations: (a) the original 1,932 square foot restaurant had been replaced by a 6,500 square foot building with a dock that extended beyond the seawall; (b) 4,400 square feet of impervious area had been added for parking, including an inoperable exfiltration system, which resulted in stormwater runoff flowing directly into the Homosassa River; (c) concrete patios totaling 3,375 square feet had been added between the new restaurant building and the boat ramp; and (d) the swale along the eastern portion of the parking area that had previously carried water away from the adjacent property had been removed and boards had been added to block flow between the properties.

9. On April 4, 2014, the District issued a Notice of Unauthorized Activities to Seagrass, which explained that the improvements on the Property exceeded the parameters of the ERP exemption and were not authorized.

10. On May 21, 2015, Florida Fish and Wildlife Conservation Commission (FWC) contacted the District requesting that manatee exclusion devices (also called "flapper valves") be added to the existing outfall pipes on the Property to reduce the risk of entrapment and drowning of manatees.

11. On July 19, 2016, the District issued a Notice of Violation and Proposed Consent Order (Notice of Violation) to Seagrass. The Notice of Violation offered Seagrass the opportunity to enter into a Consent Order that listed the corrective actions Seagrass could take to bring the Property into compliance and resolve the matter without further enforcement or litigation.

12. On March 17, 2017, Seagrass applied for an additional ERP exemption for a proposed project on the Property that would include the removal of 4,000 square feet of impervious area and improvements to the stormwater infrastructure.

13. On September 19, 2017, the District granted Seagrass' additional ERP exemption, which required the removal of 4,028 square feet of impervious area, stormwater system improvements, the installation of three (3) manatee exclusion devices, and required that the project be completed within sixty (60) days of issuance of the exemption.

14. On November 29, 2017, and January 25, 2018, District staff conducted site visits and, on both occasions, observed the following: (a) the removal of 4,028 square feet of impervious area had not occurred; (b) the construction of the fencing and grading to accept stormwater runoff from off-site properties to the north had not occurred; and (c) the manatee exclusion devices had not been installed at the outfall pipes that discharge into the Homosassa River.

15. On February 7, 2018, the District issued a Notice of Project Evaluation Violation to Seagrass advising that the project requirements of the additional ERP exemption had not been completed.

16. On February 16, 2018, and March 2, 2018, District staff conducted additional site visits and observed that the project was still not completed.

17. On May 7, 2018, the District issued another Notice of Violation and Proposed Consent Order to Seagrass for continued violations of Chapter 373, F.S., and Chapter 62-330, F.A.C.

18. As of the date of preparation of this Settlement Agreement, Seagrass has completed the corrective actions set forth as items numbered 1, 2 and 3 within the "Action Plan" hereby incorporated and attached hereto as Exhibit A.<sup>1</sup> Seagrass has not completed the balance of the corrective actions, which are required to bring the Property into compliance.

19. The Parties have agreed that it is in their best interests and the public interest to enter into this Settlement Agreement, which is intended to memorialize the terms of their compromise and reach a resolution in this matter pursuant to the terms set forth below.

#### **TERMS OF SETTLEMENT AGREEMENT**

NOW, THEREFORE, in consideration of the terms and conditions defined herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

20. The foregoing preamble and recitals are true, correct, and integral parts of this Settlement Agreement.

21. This Settlement Agreement shall be effective on the date last executed by the Parties. The Parties agree that this Settlement Agreement is contingent upon its approval by the District's Governing Board. If this Settlement Agreement is not approved by the District's Governing Board, nothing herein shall be deemed a representation or admission by any Party as to any issue and this Settlement Agreement shall be deemed null and void and have no legal effect.

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<sup>1</sup> The Action Plan references Resubmittal Plans previously provided by Seagrass, which is hereby incorporated and attached hereto as Exhibit B ("Resubmittal Plans").

22. In consideration of the matters described in this Settlement Agreement, the District shall assess, and Seagrass shall pay, a penalty and enforcement costs totaling \$15,879.00 for the violations described herein. Within ten (10) days of approval of this Settlement Agreement by the District's Governing Board, Seagrass shall pay to the District \$1,879.00, and \$1,000.00 per month, for the following fourteen (14) months, commencing on the fifteenth (15<sup>th</sup>) day of the subsequent month following the first payment. Each \$1,000.00 payment shall be paid by the fifteenth (15<sup>th</sup>) of each month. Seagrass may prepay any portion or the entire outstanding balance without penalty.

If mailed, the address for payment is:

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

23. Within ninety (90) days of approval of this Settlement Agreement by the District's Governing Board, Seagrass shall complete all required actions identified in the approved "Action Plan" attached hereto as **Exhibit A**. Within five (5) days following completion of all required actions, Seagrass shall notify the District that the work has been completed. District staff shall be permitted to inspect the Property to verify compliance with the approved Action Plan. If District staff discover deviations from the approved Action Plan or any other violation of Chapter 373, F.S., or District rules, Seagrass shall perform any necessary remedial work within thirty (30) days of issuance of written notification by the District. Within five (5) days following completion of the remedial work, Seagrass shall notify the District that the remedial work was completed.

24. The District shall file with the Citrus County Circuit Court a Notice of Voluntary Dismissal with Prejudice of Case No. 2021-CA-000198A within five (5) days after verification that all corrective actions have been satisfactorily completed. Each Party shall bear its own costs, including attorneys' fees, incurred in connection with Citrus County Circuit Court Case No. 2021-



CA-000198A and the development of this Settlement Agreement, except as specifically provided for herein.

25. For each day of delay beyond any due dates set forth in paragraphs 22 and 23, above, including for completion by Seagrass of all work necessary to complete the approved Action Plan, Seagrass shall pay to the District an additional sum of \$100.00 per day. This additional sum shall be paid upon the District's issuance of a demand letter 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.

26. Entry of this Settlement Agreement shall not relieve Seagrass of the duty to comply with all applicable federal, state, and local laws, regulations, and ordinances, and it does not obviate the necessity of obtaining any other applicable authorizations necessary to perform the activities described herein.

27. The terms and conditions set forth in this Settlement Agreement may be enforced in a court of competent jurisdiction.

28. Seagrass hereby waives any right to an administrative hearing or judicial review of the terms of this Settlement Agreement.

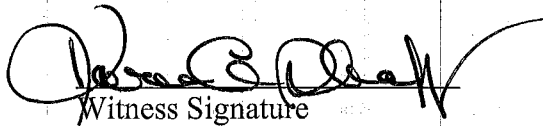
29. The District hereby expressly reserves and retains the right to initiate appropriate legal action against Seagrass to prevent or prohibit the future violation of any applicable statutes, rules, or orders, except as specifically addressed in this Settlement Agreement.

30. For and in consideration of the complete and timely performance by Seagrass of its obligations under this Settlement Agreement, the District waives its right to pursue civil or administrative action for any violations described in this Settlement Agreement. In the event that Seagrass fails to completely and timely perform its obligations under this Settlement Agreement,

the District retains the right to pursue civil and/or administrative action for any violations described herein.

31. No modifications of the terms of this Settlement Agreement shall be effective until reduced to writing and executed by all the Parties.

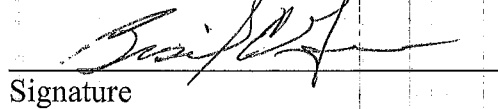
IN WITNESS WHEREOF, the Southwest Florida Water Management District and Seagrass Resort, LLC, have executed this Settlement Agreement on the day and year set forth with their signatures below:

  
Witness Signature

KAREN A. Shaffer  
Printed Name

2/2/22  
Date

Seagrass Resort, LLC

  
Signature

BASIL E GREEN  
Printed Name

CEO  
Title

2/2/22  
Date

Approved by the Governing Board of the Southwest Florida Water Management District this \_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Governing Board Chair

Approved as to Legal Form and Content  
  
\_\_\_\_\_  
Jennifer A. Soberal, Esq.  
Office of General Counsel

(SEAL)

Filed this \_\_\_\_\_ day of  
\_\_\_\_\_ 2022.

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

SEAGRASS RESORT, LLC  
CT NOS. 370860 AND 395970  
CITRUS COUNTY, FLORIDA

E:\RWB\Seagrass Resort, LLC vs. SWFWMD\Settlement Agreement\Draft Stipulated Settlement Agreement Final 01-26-2022.docx

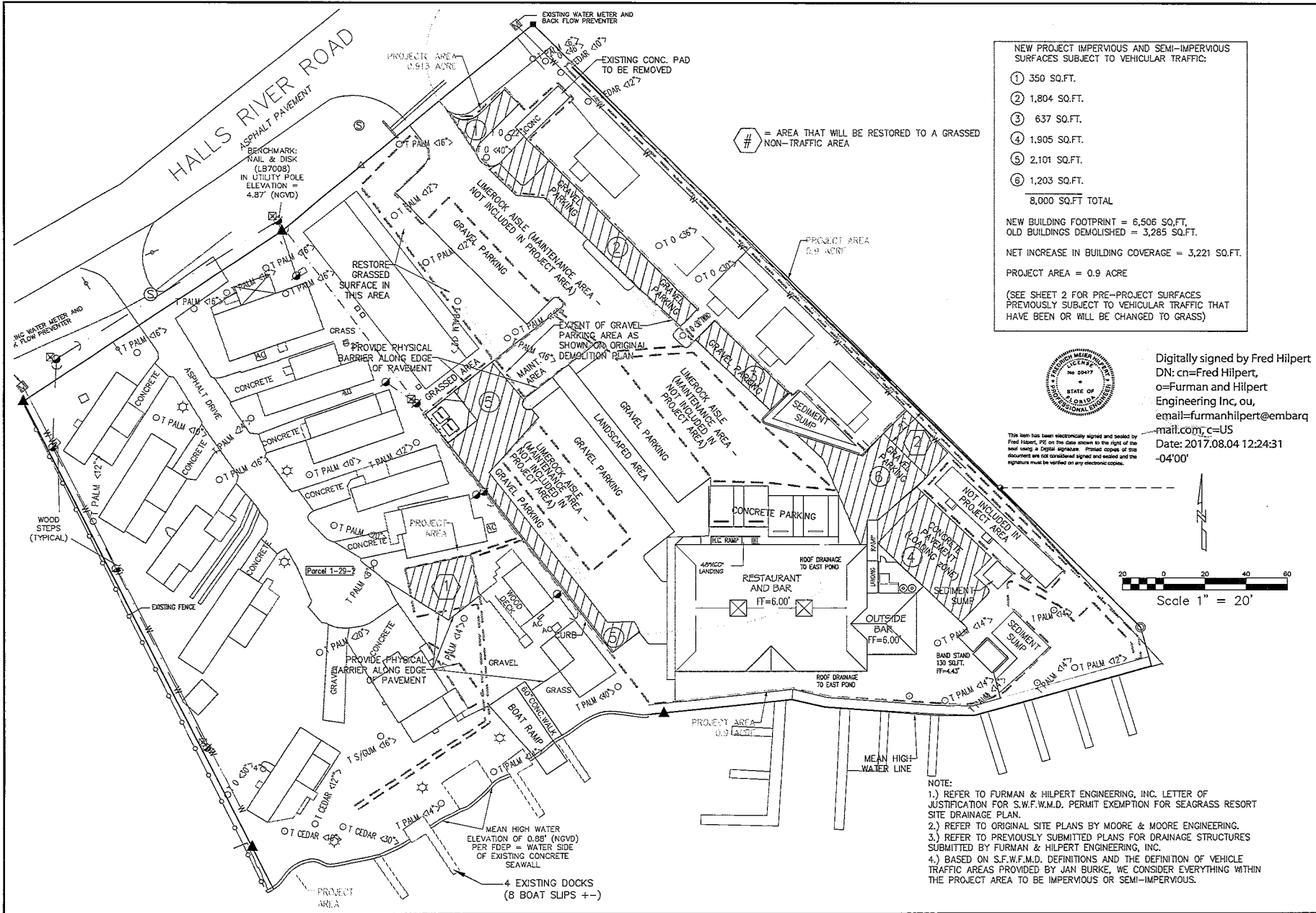
**EXHIBIT A**  
**ACTION PLAN**

Completed Actions

1. Remove 4,028 square feet of impervious area (shown on Sheet 2 of Resubmittal Plans).
2. Install (2) 12" flapper valves on existing ADS pipe outfalls at face of seawall.
3. Provide silt fence, floating turbidity barrier and manatee advisory signs as required.

Required Corrective Actions

4. Remove any obstruction below the fence on the east side of the subject property (shown on Sheet 3 of the Resubmittal Plans) such that there is no obstruction.
5. Construct a functional swale according to the Resubmittal Plans and the rules and regulations found in the District's Environmental Resource Permit Applicant's Handbook, Volume 1, such that positive southerly discharge occurs without obstruction.



NEW PROJECT IMPERVIOUS AND SEMI-IMPERVIOUS SURFACES SUBJECT TO VEHICULAR TRAFFIC:

- ① 350 SQ.FT.
- ② 1,804 SQ.FT.
- ③ 637 SQ.FT.
- ④ 1,905 SQ.FT.
- ⑤ 2,101 SQ.FT.
- ⑥ 1,203 SQ.FT.

8,000 SQ.FT TOTAL

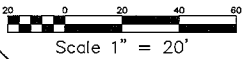
NEW BUILDING FOOTPRINT = 6,506 SQ.FT.  
 OLD BUILDINGS DEMOLISHED = 3,285 SQ.FT.  
 NET INCREASE IN BUILDING COVERAGE = 3,221 SQ.FT.  
 PROJECT AREA = 0.9 ACRE

(SEE SHEET 2 FOR PRE-PROJECT SURFACES PREVIOUSLY SUBJECT TO VEHICULAR TRAFFIC THAT HAVE BEEN OR WILL BE CHANGED TO GRASS)



Digitally signed by Fred Hilpert  
 DN: cn=Fred Hilpert,  
 o=Furman and Hilpert  
 Engineering Inc, ou,  
 email=furmanhilpert@embarq  
 mail.com, c=US  
 Date: 2017.08.04 12:24:31  
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This item has been electronically signed and sealed by Fred Hilpert, PE on the date shown to the right of the seal using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



- NOTE:
- 1.) REFER TO FURMAN & HILPERT ENGINEERING, INC. LETTER OF JUSTIFICATION FOR S.W.F.W.M.D. PERMIT EXEMPTION FOR SEAGRASS RESORT SITE DRAINAGE PLAN.
  - 2.) REFER TO ORIGINAL SITE PLANS BY MOORE & MOORE ENGINEERING.
  - 3.) REFER TO PREVIOUSLY SUBMITTED PLANS FOR DRAINAGE STRUCTURES SUBMITTED BY FURMAN & HILPERT ENGINEERING, INC.
  - 4.) BASED ON S.F.W.F.M.D. DEFINITIONS AND THE DEFINITION OF VEHICLE TRAFFIC AREAS PROVIDED BY JAN BURKE, WE CONSIDER EVERYTHING WITHIN THE PROJECT AREA TO BE IMPERVIOUS OR SEMI-IMPERVIOUS.

PROJECT TITLE	Seagrass Resort 10410 W. Halls River Road
SHEET TITLE	Site Improvement Areas
OWNER	Seagrass Resort, LLC
DESIGNER	FURMAN & HILPERT ENGINEERING, INC. DESIGNER AUTHORIZATION NO. 280687 10000 W. HALLS RIVER ROAD DADE COUNTY, FLORIDA 33150 TELEPHONE (305) 341-3555
DATE	2017.08.04
SCALE	AS SHOWN
PROJECT NO.	2017-08-04
SHEET NO.	1 of 4

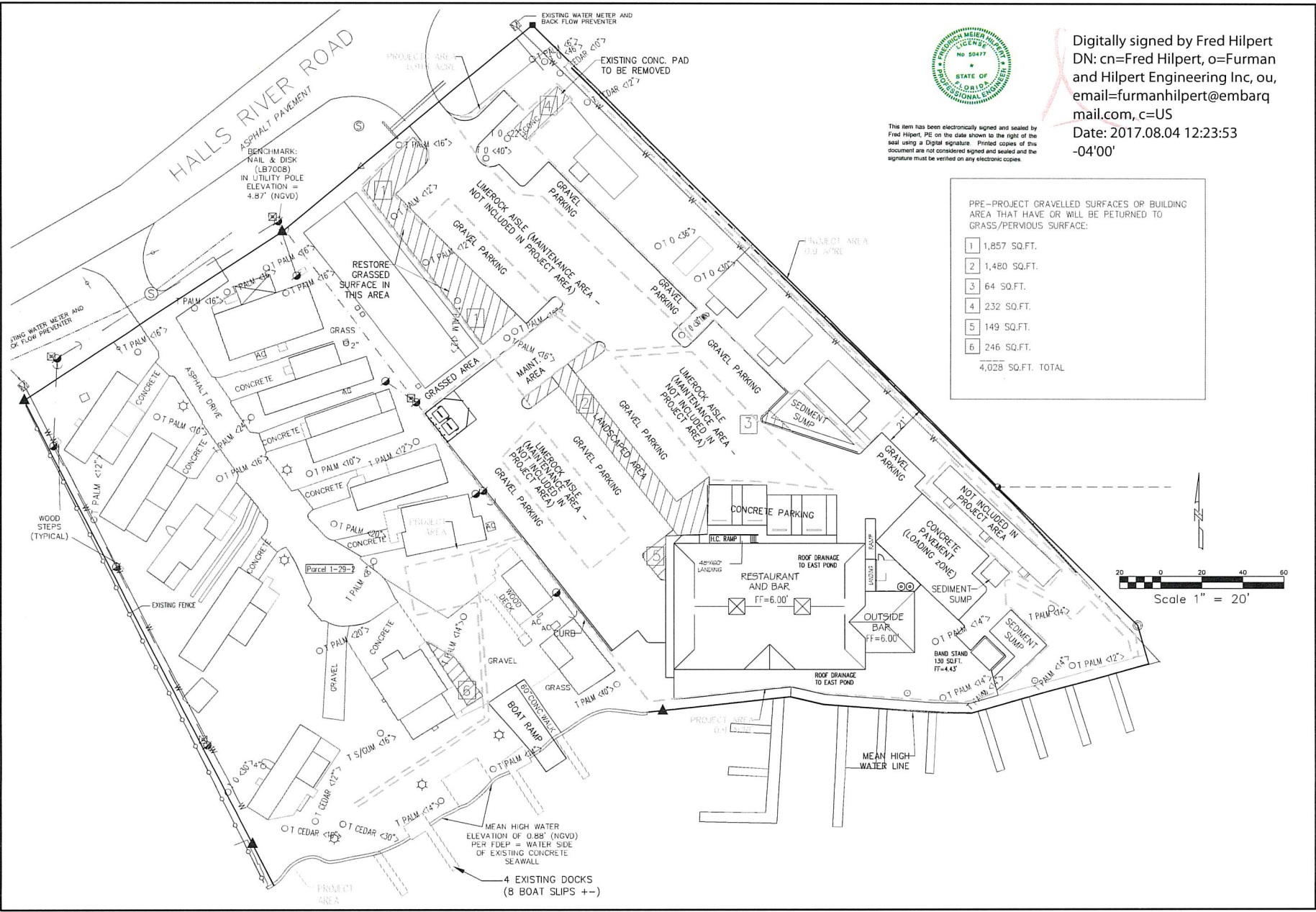
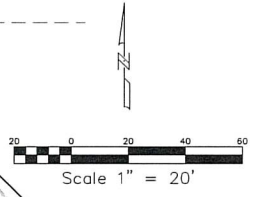


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 and Hilpert Engineering Inc, ou,  
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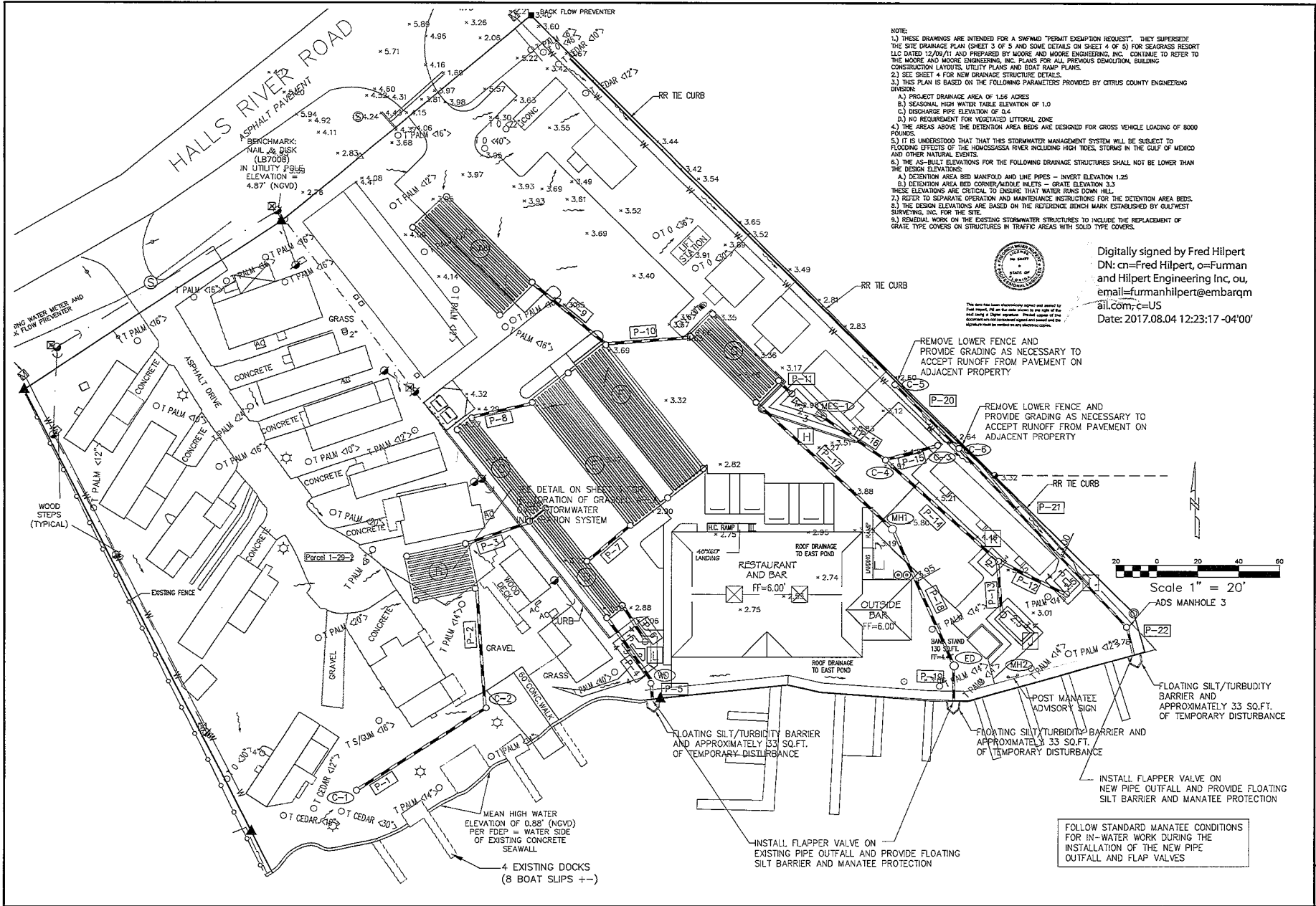
This item has been electronically signed and sealed by  
 Fred Hilpert, PE on the date shown to the right of the  
 seal using a Digital signature. Printed copies of this  
 document are not considered signed and sealed and the  
 signature must be verified on any electronic copies.

PRE-PROJECT GRAVELLED SURFACES OR BUILDING AREA THAT HAVE OR WILL BE RETURNED TO GRASS/PERVIOUS SURFACE:

1	1,857 SQ.FT.
2	1,480 SQ.FT.
3	64 SQ.FT.
4	232 SQ.FT.
5	149 SQ.FT.
6	246 SQ.FT.
4,028 SQ.FT. TOTAL	



PROJECT TITLE <b>Seagrass Resort</b> 10410 W. Halls River Road	SHEET TITLE <b>Site New Grassed Areas</b>	OWNER: <b>Seagrass Resort, LLC</b>	DESIGNED BY	DATE
			CHECKED BY	DATE
PROJECT NO. <b>2 of 4</b>		FURMAN & HILPERT ENGINEERING, INC. CERT. OF AUTHORIZATION NO. 28087 10410 W. HALLS RIVER ROAD HALLSBURG, FLORIDA 34550 TELEPHONE (352) 341-3955		



- NOTE:
- 1.) THESE DRAWINGS ARE INTENDED FOR A SHIPYARD "PERMIT EXEMPTION REQUEST". THEY SUPERSEDE THE SITE DRAINAGE PLAN (SHEET 3 OF 5 AND SOME DETAILS ON SHEET 4 OF 5) FOR SEAGRASS RESORT LLC DATED 12/09/11 AND PREPARED BY MOORE AND MOORE ENGINEERING, INC. CONTINUE TO REFER TO THE MOORE AND MOORE ENGINEERING, INC. PLANS FOR ALL PREVIOUS DEMOLITION, BUILDING CONSTRUCTION LAYOUTS, UTILITY PLANS AND BOAT RAMP PLANS.
  - 2.) SEE SHEET 4 FOR NEW DRAINAGE STRUCTURE DETAILS.
  - 3.) THIS PLAN IS BASED ON THE FOLLOWING PARAMETERS PROVIDED BY CITRUS COUNTY ENGINEERING DIVISION:
    - A.) PROJECT DRAINAGE AREA OF 1.56 ACRES
    - B.) SEASONAL HIGH WATER TABLE ELEVATION OF 1.0
    - C.) DISCHARGE PIPE ELEVATION OF 0.4
    - D.) NO REQUIREMENT FOR VEGETATED LITTORAL ZONE
  - 4.) THE AREAS ABOVE THE DETENTION AREA BEDS ARE DESIGNED FOR GROSS VEHICLE LOADING OF 8000 POUNDS.
  - 5.) IT IS UNDERSTOOD THAT THIS STORMWATER MANAGEMENT SYSTEM WILL BE SUBJECT TO FLOODING EFFECTS OF THE HOMOSASSARA RIVER INCLUDING HIGH TIDES, STORMS IN THE GULF OF MEXICO AND OTHER NATURAL EVENTS.
  - 6.) THE AS-BUILT ELEVATIONS FOR THE FOLLOWING DRAINAGE STRUCTURES SHALL NOT BE LOWER THAN THE DESIGN ELEVATIONS.
    - A.) DETENTION AREA BED MANHOLE AND LINE PIPES - INVERT ELEVATION 1.25
    - B.) DETENTION AREA BED CORNER/MIDDLE INLETS - GRADE ELEVATION 3.3
  - 7.) REFER TO SEPARATE OPERATION AND MAINTENANCE INSTRUCTIONS FOR THE DETENTION AREA BEDS.
  - 8.) THE DESIGN ELEVATIONS ARE BASED ON THE REFERENCE BENCH MARK ESTABLISHED BY GUNWATER SURVEYING, INC. FOR THE SITE.
  - 9.) SCHEDULE WORK ON THE EXISTING STORMWATER STRUCTURES TO INCLUDE THE REPLACEMENT OF GRATE TYPE COVERS ON STRUCTURES IN TRAFFIC AREAS WITH SOLID TYPE COVERS.



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 Date: 2017.08.04 12:23:17 -04'00'

REMOVE LOWER FENCE AND PROVIDE GRADING AS NECESSARY TO ACCEPT RUNOFF FROM PAVEMENT ON ADJACENT PROPERTY

REMOVE LOWER FENCE AND PROVIDE GRADING AS NECESSARY TO ACCEPT RUNOFF FROM PAVEMENT ON ADJACENT PROPERTY

RESTAURANT AND BAR  
 FF=6.00'

OUTSIDE BAR  
 FF=6.00'

MEAN HIGH WATER ELEVATION OF 0.88' (NGVD) PER FDEP - WATER SIDE OF EXISTING CONCRETE SEAWALL

4 EXISTING DOCKS (8 BOAT SLIPS +-)

FLOATING SILT/TURBIDITY BARRIER AND APPROXIMATELY 33 SQ.FT. OF TEMPORARY DISTURBANCE

FLOATING SILT/TURBIDITY BARRIER AND APPROXIMATELY 33 SQ.FT. OF TEMPORARY DISTURBANCE

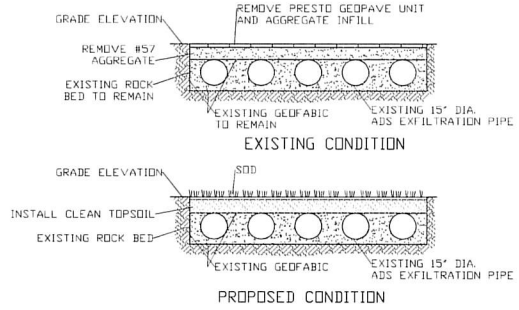
INSTALL FLAPPER VALVE ON NEW PIPE OUTFALL AND PROVIDE FLOATING SILT BARRIER AND MANATEE PROTECTION

INSTALL FLAPPER VALVE ON EXISTING PIPE OUTFALL AND PROVIDE FLOATING SILT BARRIER AND MANATEE PROTECTION

FOLLOW STANDARD MANATEE CONDITIONS FOR IN-WATER WORK DURING THE INSTALLATION OF THE NEW PIPE OUTFALL AND FLAP VALVES

PROJECT TITLE	SHEET TITLE	SHEET No.
Seagrass Resort 10410 W. Halls River Road	SWF 16 - New Work	3 of 4
OWNER:	Seagrass Resort, LLC	
DESIGNER:	FURMAN & HILPERT ENGINEERING, INC. DEPT. OF AUTHORIZATION NO. 88667 10410 W. HALLS RIVER RD. PALM BEACH, FLORIDA 33450 TELEPHONE (561) 368-3558	
DATE:		
SCALE:		
PROJECT NO.:		
DATE:		
DRAWN BY:		
CHECKED BY:		
DATE:		





### RESTORATION OF GRASSED AREA OVER STORMWATER EXFILTRATION SYSTEM

3/8" = 1'-0"

**Series 6000 Model 10C Flap Gate**

**Specifications**  
As manufactured by Fresno Valves and Castings, Inc. or equal - Provide spigot back style seat for pipe mounting.

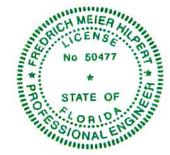
Valve Size (Inches)	Spigot Back	Flat Back Model								Anchor Bolts Qty.		
		Weight (lbs.)	Dimensions (Inches)									
		A	B	C	D	E	F	G	H			
6	10	14	11.00	5.69	9.50	2.15	7.50	0.75	1.20	0.75	4	30 x 12
8	19	20	13.50	6.30	11.75	2.75	10.05	1.00	1.50	0.75	4	1/2 x 12
10	26	37	16.12	7.91	14.25	2.90	12.50	1.25	1.50	11.75	4	1/2 x 12
12	40	51	19.00	9.25	17.00	3.13	14.88	1.42	1.50	13.25	4	1/2 x 12
16	52	75	23.12	11.21	19.00	3.00	18.50	1.75	1.40	15.75	4	1/2 x 12

### FLAP VALVE DETAIL

### DRAINAGE STRUCTURE SCHEDULE

PIPE	SIZE (IN.)	LEN. (FT.)	STRUC. TYPE	STRUC. UP/DN	GRAVE/RIM ELEV. UP/DN	INVERT ELEV. UP/DN	CROWN ELEV. UP/DN	COVER UP/DN (FT.)	SLOPE (FT./FT.)
P20	8	42 1/2	C-5	ADS	2.5	1.4	2.1	0.4	0.00238
			C-6		2.5	1.3	1.97	0.53	
P21	8	118 1/2	MH-3	ADS	3.25	1.03	1.7	1.55	0.002288
			MH-3		3.25	1.03	1.7	1.55	
P22	8	13 1/2	SEAWALL	ADS	--	1.0	1.67	2.17	0.00231

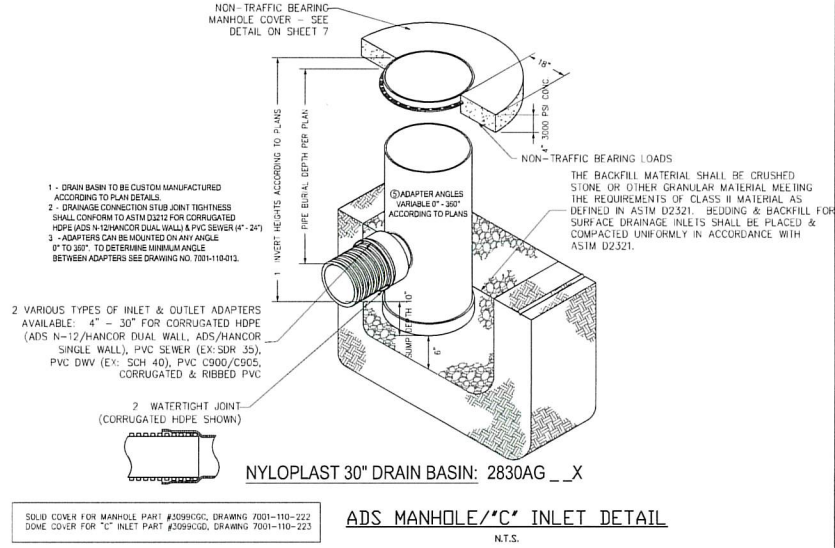
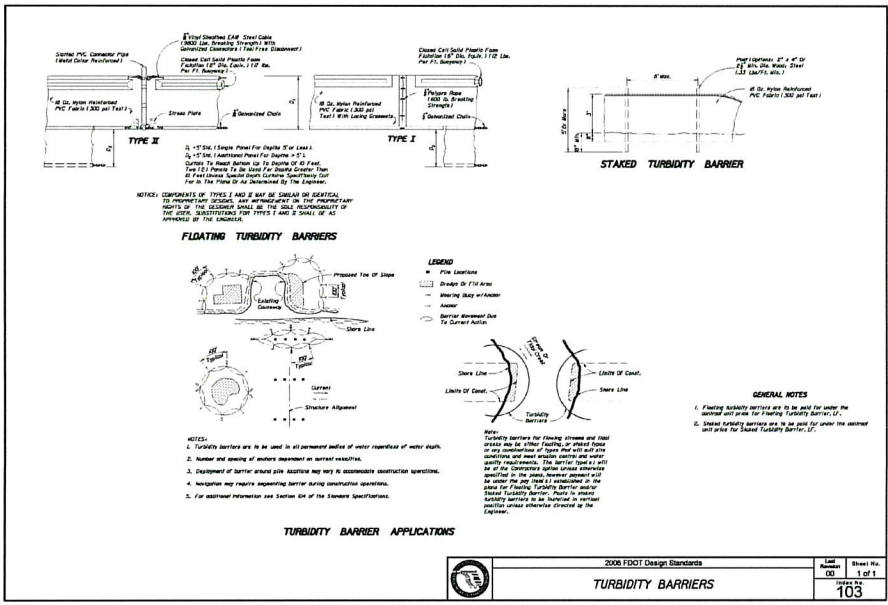
NOTE:  
1) THERE IS NO RELIABLE ELEVATION DATA FOR THIS SITE. THE INLET AND PIPE ELEVATIONS ARE SUBJECT TO CHANGE PENDING ADDITIONAL SURVEYING AT THE TIME OF CONSTRUCTION WHEN THE FINAL ELEVATIONS WILL BE SET BY THE PROJECT ENGINEER AND CONTRACTOR IN THE FIELD.  
2) THE HORIZONTAL LOCATIONS OF ALL STRUCTURES MAY BE MODIFIED IN ORDER TO AVOID CONFLICTS WITH OTHER UNDERGROUND UTILITIES WITH THE APPROVAL OF THE PROJECT ENGINEER.



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Date: 2017.08.04 12:22:01 -04'00'

This item has been electronically signed and sealed by Fred Hilpert, PE on the date shown to the right of the seal using a Digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



PROJECT TITLE	Seagrass Resort 104-10 W. Halls River Road
SHEET TITLE	Drainage Details
SHEET No.	4 of 4
OWNER	Seagrass Resort, LLC
DESIGNER	FURMAN & HILPERT ENGINEERING, INC. 7008 U.S. HIGHWAY 41, SOUTH SUITE 200 TALLAHASSEE, FLORIDA 32310 TEL: (904) 877-3959
DATE	12-02-2017
SCALE	AS SHOWN
DESIGNED BY	F.H.
CHECKED BY	F.H.
DATE	FEB 2017



**CONSENT AGENDA**

**February 22, 2022**

**Executive Director's Report: Approve Governing Board Minutes - January 25, 2022**

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING  
TUESDAY, JANUARY 25, 2022 – 9:00 A.M.  
7601 US 301 NORTH, TAMPA, FL 33637  
(813) 985-7481**

**MINUTES**

Board Members Present

Kelly Rice, Chair  
Joel Schleicher, Vice Chair  
Ed Armstrong, Treasurer\*  
Michelle Williamson, Secretary  
Jack Bispham, Member  
Seth Weightman, Member  
John Mitten, Member  
Ashley Bell Barnett, Member  
John E. Hall, Member  
William Hogarth, Member\*

\*attended via electronic media

Staff Members

Brian J. Armstrong, Executive Director  
Amanda Rice, Assistant Executive Director  
Chris Tumminia, General Counsel  
Brian Werthmiller, Inspector General  
John Campbell, Division Director  
Michelle Hopkins, Division Director\*  
Brian Starford, Division Director  
Michael Molligan, Division Director  
Jennette Seachrist, Division Director

Board Administrative Support

Virginia Singer, Board & Executive Services Manager  
Lauren Vossler, 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., January 25, 2022, at the Tampa Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

This meeting was available for live viewing through Internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at [WaterMatters.org](http://WaterMatters.org).

**1.1 Call to Order**

Chair Rice 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 Rice 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. To assure that all participants have an opportunity to speak, members of the public may submit a Request to Speak card to comment on agenda items only during the meeting. If someone wishes to address the Board on an issue not on the agenda, a Request to Speak card may be submitted for comment during "Public Input." Chair Rice 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 Rice 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 led the invocation and the Pledge of Allegiance.

**1.3 Employee Recognition**

Chair Rice recognized employees that have reached at least 20 years of service. Mr. Will Vangelder was recognized.

**1.4 Additions/Deletions to Agenda**

Mr. Brian Armstrong, Executive Director, stated there were no changes to the agenda.

**1.5 Public Input for Issues Not Listed on the Published Agenda**

Mr. David Ballard Geddis, spoke against water jurisdictions.

**CONSENT AGENDA**

**Finance/Outreach and Planning Committee**

**2.1 Resolution No. 22-01, Commending James G. Murphy for His Service as a Member of the Southwest Florida Water Management District Governing Board**

Staff recommended the Board approve Resolution No. 22-01 commending James G. Murphy for his service as a member of the Southwest Florida Water Management District Governing Board.

**2.2 Resolution No. 22-02, Commending Roger Germann for His Service as a Member of the Southwest Florida Water Management District Governing Board**

Staff recommended the Board approve Resolution No. 22-02 commending Roger Germann for his service as a member of the Southwest Florida Water Management District Governing Board.

**2.3 Office of Inspector General Calendar Year 2022 Audit Plan**

Staff recommended the Board approve the Office of Inspector General Calendar Year 2022 Audit Plan.

**2.4 Budget Transfer for Retiring End of Life Systems**

Staff recommended the Board approve the budget transfer of \$300,000 from Hidden Lake/Yellow Lake Flood Protection (N967) for the procurement of software and services for retiring end of life systems.

**2.5 FARMS – Lykes Bros. Inc., Lake Placid Grove Phase 3 (H799), Highlands County**

Staff recommended the Board:

1. Approve the Lykes Bros. Inc., Lake Placid Grove Phase 3 project for a not-to-exceed project reimbursement of \$100,300 with \$100,300 provided by the Governing Board.
2. Authorize the transfer of \$100,300 from fund 010 H017 Governing Board FARMS Fund to the H799 Lykes Bros. Inc., Lake Placid Grove Phase 3 project fund.
3. Authorize the Assistant Executive Director to sign the agreement.

**2.6 Corrected Deed of Conservation Easement for Horse Creek Mitigation Bank – Environmental Resource Permit No. 43041539.000 - DeSoto County**

Staff recommended the Board approve, accept, and execute the attached Corrected Deed of Conservation Easement for the Horse Creek Mitigation Bank.

**2.7 Authorization to Issue Administrative Complaint and Order - Inverness Village 4 Residential Subdivision - Unauthorized Construction Activities - CT No. 415879 - Citrus County**

Staff recommended the Board:

1. Authorize District staff to issue an Administrative Complaint and Order to the Entities, and any other necessary party, to obtain compliance with District rules.
2. Authorize District staff to initiate an action in Circuit Court against the Entities, and any other necessary party, to obtain compliance with District rules and recover a civil penalty or administrative fine, enforcement costs, litigation costs, and attorneys' fees, if appropriate.
3. Authorize District staff to initiate an action in Circuit Court to enforce the Administrative Complaint and Order, if necessary.

**2.8 Approve Governing Board Minutes - December 14, 2021**

Staff recommended the Board approve minutes as presented.

**A motion was made and seconded to approve the Consent Agenda. The motion passed unanimously.** (Audio - 00:08:55)

**Finance/Outreach and Planning Committee**

Board Member Ashely Bell Barnett called the Committee meeting to order. (Audio - 00:09:17)

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

**3.2 Investment Strategy Quarterly Update**

Mr. John Grady, Public Trust Advisors, provided information on GDP, inflation, the Bloomberg forecast, labor market, current and forecasted interest rates, yield curve information, and portfolio strategy updates. Mr. Grady responded to questions from the Board Members.

Mr. Grady provided an overview of the quarterly investment report for the period ending December 31, 2021.

Staff recommended the Board accept and place on file the District's Quarterly Investment Reports for the quarter ended December 31, 2021.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio - 00:20:34)

**3.3 2022 Consolidated Annual Report**

Ms. Trisha Neasman, Planning Lead, provided an overview and status update regarding the 2022 Consolidated Annual Report (CAR). She explained that water management districts are statutorily mandated to provide this report. Ms. Neasman provided an overview of information that is compiled in the CAR. Ms. Neasman outlined updates to the 2022-2026 Strategic Plan. She provided a timeline associated with finalizing the CAR.

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

**3.4 Budget Transfer Report**

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

**3.5 Office of Inspector General Quarterly Update – October 1, 2021, to December 31, 2021**

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

**Resource Management Committee**

Board Member Seth Weightman called the Committee to order. (Audio – 00:33:35)

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

**4.2 McIntosh Park Integrated Water Management Plan - Third-Party Review (Q125)**

Mr. Randy Smith, Natural Systems & Restoration Bureau Chief, provided information that included a project description, resource benefits, cost estimates, conclusions from the third-party review and staff evaluations of the project.

Mr. Smith explained that when the information was initially sent to the Board, there was a scrivener's error. A correction was provided to the Board and posted on the District's website.

Treasurer Joel Schleicher stated that although he supports the project, he does not encourage the District to provide funding for cost increases.

Secretary Michelle Williamson stated that she agrees that the District should not provide additional funding for cost increases. However, she stated that she did not consider this a cost increase as the Board only approved 30 percent design and third-party review. The Board is now considering the final cost of the project based on the 30 percent design and third-party review.

Staff recommended the Board authorize continuation of the project and approve amending the Cooperative Funding Agreement to include a total project cost of \$11,163,343 with the District's share of \$5,581,671.50 for third-party review, design, permitting and construction of the McIntosh Park Integrated Water Management Plan project (Q125).

**A motion was made and seconded to approve staff's recommendation. The motion passed with nine in favor and one opposed. Treasurer Schleicher expressed his concern regarding the additional costs associated with the project. (Audio - 00:39:40)**

**4.3 Five-Year Water Resource Development Work Program**

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

Ms. Jennette Seachrist, Resource Management Director, stated the Board has been provided a revised Cooperative Funding Initiative (CFI) Process Overview and CFI Project Evaluations for the upcoming meetings in February.

**Operations, Lands and Resource Monitoring Committee**

Board Member Jack Bispham called the Committee to order. (Audio – 00:46:11)

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

## **Regulation Committee**

Vice Chair Schleicher called the Committee meeting to order. (Audio – 00:46:37)

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

### **6.2 Denials Referred to the Governing Board**

No denials were presented.

### **6.3 Water Use Permit No. 20011771.002, Consolidated Permit/Tampa Bay Water (Hillsborough, Pasco, Pinellas Counties)**

Mr. Darrin Herbst, Water Use Permitting Bureau Chief, presented information that outlined the creation of the Northern Tampa Bay Water Use Caution Area (NTBWUCA). He provided an historical overview of the development of the Tampa Bay Water (TBW) Consolidated Permit. Mr. Herbst acknowledged the successful environmental recovery strategy that has occurred with the partnership between the District and TBW.

Mr. Herbst reminded the Board that because of the success environmental recovery, the Board determined the recovery strategy was no longer necessary and it was repealed in March of this year. However, the NTBWUCA requirements are still in place.

Mr. Herbst provided an overview of the Consolidated Permit which included an extensive monitoring plan, an optimized regional operational plan, and the option, if necessary, of well complaint mitigation area submittals.

Board Member Jack Bispham asked about projected growth and future sources. Mr. Herbst responded that the District has a five-year regional water supply plan and TBW has a 20-year water supply plan that is updated every five years. Ms. Jennette Seachrist stated TBW has identified an additional need for water over the next 20 years and many options are being evaluated.

Mr. Warren Hogg, Tampa Bay Water General Manager, thanked the District for its partnership with TBW. He stated that TBW will continue to explore alternative sources. Board Member Bispham asked if there are any plans for a deep well project as in the eastern part of Polk County. Mr. Hogg responded that it is not in the master plan.

Staff recommended the Board approve the proposed permit provided.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio – 01:06:33)

## **General Counsel's Report**

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

## **Committee/Liaison Reports**

### **8.1 Agricultural and Green Industry Advisory Committee**

## **Executive Director's Report**

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

Mr. Brian Armstrong, Executive Director, commended the District and TBW for its continuing partnership.

Mr. Armstrong recognized the upcoming retirement of Mr. JP Marchand, Water Resources

Bureau Chief.

**Chair's Report**

**10.1 Chair's Report**

Chair Kelly Rice recognized Mr. Adam Blalock, Florida Department of Environmental Protection Deputy Secretary, who attended the meeting.

Chair Rice stated the next Governing Board meeting is scheduled for February 22 at 9:00 a.m., in the Brooksville Service Office. Chair Rice also reminded the Board of the upcoming FY2022 Cooperative Funding Initiative meetings.

**10.2 Employee Milestones**

Chair Rice recognized the following staff for their employee milestones: Dennis Cockrell, Lizanne Garcia and Brian Walker.

**Adjournment**

The meeting adjourned at 10:12 a.m.

DRAFT

**Governing Board Meeting**  
**February 22, 2022**

**3. FINANCE/OUTREACH & PLANNING COMMITTEE**

3.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion ..... 41

3.2 **Submit & File:** Information Item: Budget Transfer Report ..... 42



**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**February 22, 2022**

**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 and External Relations

John J. Campbell, Division Director, Management Services

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**February 22, 2022**

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

*Purpose*

Provide the Budget Transfer Report covering all budget transfers made during the month of January 2022.

*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 January 2022.

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**  
**January 2022**

Item No.	--- TRANSFERRED FROM ---	--- TRANSFERRED TO ---	Reason For Transfer	Transfer Amount
	Bureau / Expenditure Category	Bureau / Expenditure Category		
<b>Consistent with Original Budget Intent</b>				
<i>Item numbers 1 through 6 were executed due to a strategic District reorganization of the Resource Management Division (RMD) which dissolved the Resource Projects section, moved the Project Management Office to the new Engineering &amp; Project Management (EPM) Bureau, and created the Design &amp; Construction Management (DCM) section within it.</i>				
<b><i>The Resource Projects section was reorganized as follows:</i></b>				
1	Water Resources Salaries & Benefits Memberships and Dues Professional Licenses	Water Use Permit Salaries & Benefits Memberships and Dues Professional Licenses	Two full-time equivalent positions (FTEs) moved to the Water Use Permit Bureau for the oversight of the Districtwide Regulation Model, annual Dover/Plant City Water Use Caution Area assessments, and wetland assessment procedure training;	\$ 201,842.56
2	Water Resources Salaries & Benefits	Engineering & Project Management Salaries & Benefits	Two FTEs moved to establish the DCM section to assist with the complex capital improvements for the District's water control structures; and	206,143.00
3	Water Resources Salaries & Benefits Memberships and Dues Books, Subscriptions and Data Office Supplies Travel - Staff Duties Parts and Supplies Consultant Services Grant - Financial Assistance	Water Resources Salaries & Benefits Memberships and Dues Books, Subscriptions and Data Office Supplies Travel - Staff Duties Parts and Supplies Consultant Services Grant - Financial Assistance	Cooperative funding and District projects involving aquifer recharge and aquifer storage and recovery projects, along with the four FTEs managing those projects, moved to the Water Supply section.	17,110,795.69
<b><i>Existing organizational units within the RMD were shifted to better align functions and objectives. These changes required new organization codes to be assigned in order to facilitate financial reporting and were reorganized as follows:</i></b>				
4	Project Management Salaries & Benefits Memberships and Dues Books, Subscriptions and Data Office Supplies Telephone and Communications Travel - Training Travel - Staff Duties Contractual Services for Training Consultant Services	Engineering & Project Management Salaries & Benefits Memberships and Dues Books, Subscriptions and Data Office Supplies Telephone and Communications Travel - Training Travel - Staff Duties Contractual Services for Training Consultant Services	The Project Management Office was moved under the EPM Bureau and renamed the Project Management section where it will continue the oversight of the Cooperative Funding Initiative process and provide professional training of project management staff;	821,027.86

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**Budget Transfer Report**  
**January 2022**

Item No.	--- TRANSFERRED FROM --- Bureau / Expenditure Category	--- TRANSFERRED TO --- Bureau / Expenditure Category	Reason For Transfer	Transfer Amount
5	Water Resources Salaries & Benefits Memberships and Dues Professional Licenses Books, Subscriptions and Data Office Supplies Telephone and Communications Travel - Training Travel - Staff Duties Maintenance/Repair of Equipment Public Meetings Parts and Supplies Consultant Services Capitalized - Consultant Services Capitalized - Contracted Construction Grant - Financial Assistance Contracted Services - District-led CFI	Engineering & Project Management Salaries & Benefits Memberships and Dues Professional Licenses Books, Subscriptions and Data Office Supplies Telephone and Communications Travel - Training Travel - Staff Duties Maintenance/Repair of Equipment Public Meetings Parts and Supplies Consultant Services Capitalized - Consultant Services Capitalized - Contracted Construction Grant - Financial Assistance Contracted Services - District-led CFI	Cooperative funding and District projects involving flood protection, along with the 17 FTEs managing those projects, moved under the EPM Bureau to align the objectives of the Watershed Management Program with the DCM section; and	68,871,040.85
6	Natural Systems & Restoration Salaries & Benefits Memberships and Dues Professional Licenses Office Supplies Telephone and Communications Travel - Training Travel - Staff Duties Parts and Supplies Education Support Consultant Services Other Contractual Services Grant - Agriculture	Water Resources Salaries & Benefits Memberships and Dues Professional Licenses Office Supplies Telephone and Communications Travel - Training Travel - Staff Duties Parts and Supplies Education Support Consultant Services Other Contractual Services Grant - Agriculture	Cooperative funding and District projects involving the FARMS program, along with the six FTEs managing those projects, moved under the Water Resources Bureau to align the objectives of the agricultural grants with the water conservation focus of the Water Supply section.	10,025,327.18
7	Information Technology Equipment - Non-Capital Outlay Maintenance/Repair of Equipment	Information Technology Equipment - Non-Capital Outlay Maintenance/Repair of Equipment	Funds are needed for the original purpose budgeted for scheduled replacement of computer hardware, annual software subscription, and planned storage expansion for watershed models. The funds are transferred to the appropriate accounting codes as a result of the RMD reorganization.	22,716.80
8	General Services Financed Equipment - Outside	General Services Rental of Other Equipment	Funds are needed for the original purpose budgeted for the lease of an excavator. The accounting of the lease has been determined to be a rental and not financed equipment based on most recent changes in accounting standards. The funds are transferred to the appropriate expenditure	37,591.00
<b>Total Consistent with Original Budget Intent</b>				<b><u>\$ 97,296,484.94</u></b>
<b>Total Amount Transferred</b>				<b><u>\$ 97,296,484.94</u></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.

**Governing Board Meeting**

**February 22, 2022**

**4. RESOURCE MANAGEMENT COMMITTEE**

4.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion ..... 45

4.2 **Discussion:** Action Item: Citrus County Old Homosassa East Septic to Sewer –  
Third-Party Review (Q134) ..... 46

**RESOURCE MANAGEMENT COMMITTEE**

**February 22, 2022**

**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**

**February 22, 2022**

**Discussion: Action Item: Citrus County Old Homosassa East Septic to Sewer – Third-Party Review (Q134)**

*Purpose*

The purpose of this item is to provide the results of the third-party review (TPR) on Citrus County's Old Homosassa East Septic to Sewer Project and request Governing Board approval to amend the Cooperative Funding Agreement to move forward with final design, bidding, permitting, and construction for the project at a total project cost of \$16,190,000 with the District maintaining its original funding share of \$3,750,000 towards the total project cost.

*Background/History*

Citrus County (County) and the Southwest Florida Water Management District (District) entered into a Cooperative Funding Agreement in 2021 for the Old Homosassa East Septic to Sewer project. The septic to sewer conversion project with the County is for the 30% design, third-party review, final design, permitting and construction of a regional wastewater collection system necessary for the connection of existing septic tanks within the Priority Focus Area of the Chassahowitzka/Homosassa Springs Basin Management Action Plan (BMAP). The initial benefits are anticipated to be achieved at construction completion by 2025.

The Governing Board approved fiscal year (FY) 2020 and 2021 cooperative funding for the project, with additional Governing Board approval required to proceed beyond the TPR. The initial conceptual total project cost including preliminary design, TPR, final design, permitting, construction and inspection was estimated at \$15,000,000, which was based on a conceptual project cost estimate developed prior to acquiring a design engineer.

Per the agreement, the County provided the Preliminary Engineering Report (PER) at 30 percent design for the TPR. District staff contracted with an engineering firm to conduct the TPR. The TPR was completed and included review of the project schedule, constructability, cost estimates, and ability to meet proposed resource benefits. The TPR consultant concluded that the proposed project design is reasonable and will meet the resource benefit of reducing nutrient loading to groundwater resources.

*Benefits/Costs*

The project addresses the nutrient reduction goals of the Chassahowitzka/Homosassa BMAP. The original resource benefit of this project in reducing nutrient loading to groundwater remains the same at 1,909 pounds per year of total nitrogen removed. The project is adjacent to the Homosassa River, a SWIM priority water body.

The original total conceptual project cost estimate was \$15,000,000. Based on the PER, 30 percent design, and TPR findings, the County revised the total project cost estimate to \$16,190,000, which is reasonable as determined by the TPR. These revised project cost estimations reflect the current trend of significant material and labor cost increases. In recognition of these changes, County staff indicated they would not be requesting the District to share in the cost increase. The County requests that the Governing Board approve moving forward with the project for final design, permitting, and construction at a total project cost of \$16,190,000 with the District maintaining its original funding share of \$3,750,000,

the FDEP current funding of \$7,500,000, and the County funding a remaining balance of \$4,940,000.

The project has been evaluated based on the latest information and a revised evaluation form is provided as an exhibit to this recap. Based on the new information, the cost effectiveness ranking remains a low. Given the project's strategic importance to the water quality of the Homosassa River and the Governor's priority on water quality improvement, the overall project ranking remains a Medium and the project is recommended for continued funding. The District's funding amount has not changed. The existing cooperative funding agreement with the County requires Governing Board approval to modify the agreement costs and scope before the County is eligible for reimbursement of any expenses beyond the TPR task.

Staff Recommendation:

Authorize continuation of the project to move forward with final design, bidding, permitting, and construction and approve modification of the Cooperative Funding Agreement for the Citrus County Old Homosassa East Septic to Sewer Project (Q134) to increase the total project cost from \$15,000,000 to \$16,190,000, with the District's share to remain \$3,750,000.

Presenter:

Jay Hoecker, Bureau Chief, Water Resources Bureau



<b>Project No. Q134</b>	<b>Springs – Citrus County Old Homosassa East Septic to Sewer Project</b>			
<b>Citrus County</b>				
<b>Risk Level:</b>	Type 2	<b>Multi-Year Contract:</b> No		
<b>Description</b>				
<b>Description:</b>	30% design, third-party review (TPR), final design, permitting, and construction of a regional wastewater collection system necessary for connection of existing septic tanks in the Old Homosassa East area of the Chassahowitzka/Homosassa Priority Focus Area (PFA).			
<b>Measurable Benefit:</b>	The contractual Measurable Benefit will be the construction of a regional wastewater collection system that will result in the connection of a minimum of 200 existing septic tanks. Construction will be done in accordance with the permitted plans.			
<b>Costs:</b>	Total Project Costs: \$16,190,000 (design, third-party review, permitting, and construction) Citrus County: \$4,940,000 District: \$3,750,000 FDEP: \$7,500,000			
<b>Evaluation</b>				
<b>Application Quality:</b>	High	Application included all of the required information identified in the CFI guidelines.		
<b>Project Benefit:</b>	Medium	The benefit of this water quality project, if constructed, is the reduction of pollutant loads by an estimated 1,909 lbs/yr TN. There will be no monitoring or performance testing requirements. The project is located within the PFA of the Chassahowitzka/Homosassa Springs basin management action plan (BMAP), a SWIM priority water body.		
<b>Cost Effectiveness:</b>	Low	For wastewater projects, the estimated cost/lb of TN (\$283/lb) removal is higher than the cost of \$176/lb for District funded water quality projects.		
<b>Past Performance:</b>	High	Based upon an assessment of the schedule and budget for the 6 ongoing projects.		
<b>Complementary Efforts:</b>	Medium	The Cooperator has an ordinance in line with F.S. 381.00655 to require sewage hookup within 365 days of availability.		
<b>Project Readiness:</b>	High	Project is ongoing and on schedule.		
<b>Strategic Goals</b>				
<b>Strategic Goals:</b>	High	<b>Strategic Initiative - Water Quality Maintenance and Improvement:</b> Develop and implement programs, projects and regulations to maintain and improve water quality. <b>Northern Region Priority:</b> Improve northern coastal spring systems.		
<b>Overall Ranking and Recommendation</b>				
<b>Fund as Medium Priority.</b>	30% design and TPR are complete. Based on favorable information from the TPR, staff recommends approval to proceed, including funding for final design, permitting, and construction. This project is located within the Chassahowitzka/Homosassa PFA, a SWIM Priority water body and will continue efforts by the County to improve water quality.			
<b>Funding</b>				
<b>Funding Source</b>	<b>Prior</b>	<b>FY2021</b>	<b>Future</b>	<b>Total</b>
FDEP	\$500,000	\$7,000,000	\$0	\$7,500,000
Citrus County	\$250,000	\$3,500,000	\$1,190,000	\$4,940,000
District	\$250,000	\$3,500,000	\$0	\$3,750,000
<b>Total</b>	<b>\$1,000,000</b>	<b>\$14,000,000</b>	<b>\$1,190,000</b>	<b>\$16,190,000</b>

**Governing Board Meeting**  
**February 22, 2022**

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

5.1 Discussion: Information Item: Consent Item(s) Moved to Discussion ..... 49

5.2 Discussion: Information Item: Hydrologic Conditions Report ..... 50

5.3 Discussion: Action Item: Offer for Surplus Lands – Annutteliga (AH-4), SWF Parcel No. 15-228-2061S ..... 51

5.4 Discussion: Action Item: Offer for Surplus Lands – Annutteliga (AH-4), SWF Parcel No. 15-228-2062S ..... 66

5.5 Discussion: Action Item: Offer for Surplus Lands – Annutteliga (AH-4), SWF Parcel No. 15-228-2065S ..... 80

5.6 Discussion: Action Item: Offer for Surplus Lands – Annutteliga (AH-2), SWF Parcel No. 15-228-1352S ..... 95

5.7 Discussion: Action Item: Offer for Surplus Lands – Green Swamp (GSE-7), SWF Parcel No. 10-200-1286S ..... 139

5.8 Discussion: Action Item: Budget Transfer for Edward Medard Reservoir Toe-drain Rehabilitation ..... 152

**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE  
February 22, 2022**

**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**

**February 22, 2022**

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

January marks the fourth month of the eight-month dry season (October through May). Rainfall was scattered, regionally variable and associated with several cold front systems. Cooler and drier air conditions with lower-than-expected rain amounts occurred during the month.

- **Rainfall:** Provisional monthly rainfall totals were at the lower end of the normal range in all three regions of the District. The provisional Districtwide 12-month cumulative rainfall total improved, ending the month at a deficit of approximately 0.77 inch below the long-term historical average. Southern counties are 6.04 inches below the January mean.
- **Streamflow:** Monthly data indicates streamflow decreased at all twelve monitoring stations. Nine stations were within their normal range of historical flows, while three were below normal. Regional streamflow, based on three index rivers, was within the normal range in the northern and central regions, while below normal in the southern region.
- **Groundwater:** Regional aquifer levels declined in all three regions of the District. All regions ended the month within their normal historical ranges.
- **Lake Levels:** Regional lake levels declined in all four lake regions of the District. All regions ended the month within their normal historical ranges.
- **Overall:** All major hydrologic indicators declined in January, with most remaining within their normal historical ranges, except as noted. NOAA continues to forecast below-normal rainfall through May 2022, due to existing La Niña conditions continuing through spring 2022. The risk for wildfire has increased in some areas.

**Staff Recommendation:**

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

**Presenter:**

Tamera McBride, Hydrologic Data Manager

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

**February 22, 2022**

**Discussion: Action Item: Offer for Surplus Lands – Annutteliga (AH-4), SWF Parcel No. 15-228-2061S**

*Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase for Annutteliga Hammock (AH-4) SWF Parcel No. 15-228-2061S attached as Exhibit 1. A general location map and site map are attached as Exhibits 2 and 3.

*Background and History*

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

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

This AH-4 parcel comprises approximately 162.6 acres and has been listed with Saunders Real Estate since October 2016. It has been advertised through multiple media sources and personal contacts since that time and until recently there had been very little interest in this property. Due to the current market upturn and market conditions interest in vacant land has increased, and four (4) offers were received for this parcel. The offer being presented is the highest of those four (4) offers.

*Summary of Value and Offer*

The most recent appraisal of the property has a valuation date of January 13, 2022 and was prepared by Kyle Catlett MAI with BBG Real Estate Services. The appraisal determined that the highest and best use for the property is to be for outdoor recreational and low-density residential use of four parcels not less than 40 acres, with each having a single residential entitlement and sets forth the appraised value of the property encumbered with a conservation easement of \$620,000, or approximately \$3,803 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 highest offer received for this property is \$755,000.

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 limit and restrict the future use and development of the property.
- The purchase price is fixed without adjustment provisions.
- The buyer will make a deposit of 5 percent of the contract price, or \$37,750 with a closing to occur no more than 90 days after the effective date of the Contract for Sale and Purchase.
- The buyer will pay the real estate commission of \$45,300 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, Land Resources Bureau Chief

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

**CONTRACT FOR SALE AND PURCHASE**

**THIS Contract for Sale and Purchase (Contract)** is made this 22nd day January 2022, 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 New Grove Capital LLC, having an address of 1700 S. MacDill Ave. Ste 340 Tampa, FL 33629 (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 \_\_\_\_\_ (30) days after such execution by Buyer. If this Contract is not executed by the District on or before \_\_\_\_\_ (30) 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 \_\_\_\_\_ dollars (\$700,000) 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 \_\_\_\_\_ (90) days from the effective date referenced in Paragraph 2, unless this

Contract for Sale and Purchase  
Parcel Name: AH-4 2061S  
SWF Parcel No.: 15-228-2061S

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.

SVN Saunders Ralston Dantzler

d. Buyer will also be responsible for paying \_\_\_\_\_ Real Estate in the amount of forty two thousand or (6% of purchase price) dollars (\$42,000 \_\_\_\_\_), 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: AH-4 2061S  
 SWF Parcel No.: 15-228-2061S

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



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 \_\_\_\_\_ (90 ) 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 \_\_\_\_\_ (90 ) 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:**  
New Grove Capital LLC

\_\_\_\_\_  
Witness

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

By: *Van Pittman*

Name: Van Pittman

Title: Partner

Date: 1/22/2022

\_\_\_\_\_  
Witness

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

By: *Jon Chait*

Name: Jon Chait

Title: Partner

Date: 1/22/2022

Contract for Sale and Purchase  
Parcel Name: AH-4 2061S  
SWF Parcel No.: 15-228-2061S

Revised 11/27/2017

Exhibit "A"  
Legal Description

Legal Description Parcel

Remainder of this page intentionally left blank.

COPY



**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 FOR SALE AND PURCHASE

The following terms shall be incorporated into the Contract for Sale and Purchase between the Southwest Florida Water Management District, a public corporation of the State of Florida, and New Grove Capital, LLC, for the purchase of the property located at Tigger Path, Weeki Wachee, Florida 34614 ("Contract"):

1. Notwithstanding anything contained in the Contract to the contrary, Buyer shall have the right, prior to the end of the Due Diligence Period, to terminate the Contract for any reason, in the sole discretion of Buyer.

2. All notices to Seller shall be provided to:

Zeb Griffin

\_\_\_\_\_  
\_\_\_\_\_

3. Notices may be provided to the other party via electronic mail at the below addresses, provided that the other party acknowledges receipt of such electronic mail.

Seller email: zeb.griffin@svn.com

Buyer email: vanpittman12@yahoo.com

4. In the event that Seller pursues a cure for Buyer's title objections, such determination of the sufficiency of the cure shall be in Buyer's sole discretion.

Seller:

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

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

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

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

Buyer:

New Grove Capital LLC

By: Van Pittman

Name: Van Pittman

Title: Partner

## SALES PRICE ESCALATION ADDENDUM

The following additional provisions are attached to and hereby made a part of the Sales Contract dated January 22, 2022 for the property known as Annutteliga Hammock Tract 1 by and between the Southwest Florida Water Management District Buyers(s), and New Grove Capital LLC Seller(s).

In the event Seller receives another competing offer(s) from a qualified Buyer with terms acceptable to the Seller, and from which Seller would realize a higher net sales price (contract sales price less points to be paid by Seller and other Seller concessions) then Buyer hereby increases their offer by the amount necessary to give the Seller a net sale price that is \$ 15,000 above the net sales price in the competing offer, not to exceed a maximum contract sales price of \$ \$755,000.

If another competing offer(s) contains a similar escalation clause:

(select one)  Only one escalation is authorized.

OR

Multiple escalations are authorized not to exceed the above maximum contract sales price.

Should this escalation provision be invoked, this contract shall be deemed ratified when signed by the Seller provided no changes have been made to the Sales Contract other than sales price and financing escalation as agreed to in this addendum.

Buyer and Seller agree to execute revised parts of the Contract of Sale confirming the escalated sales price and financing (if applicable) upon request by either party.

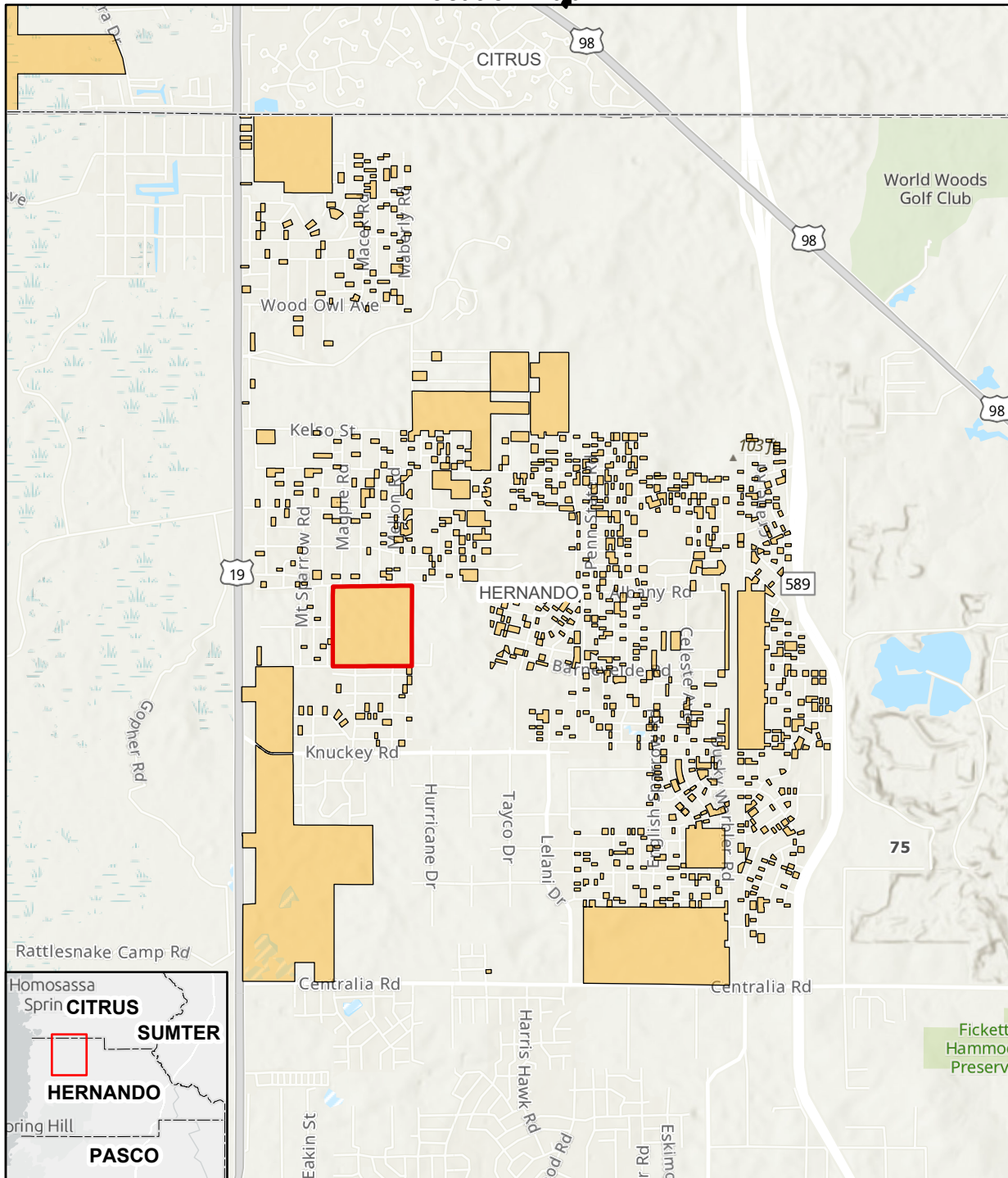
Seller shall attach to this Addendum evidence of competing offers without which, at the option of the Buyer, this Escalation Addendum is void and of no effect and the original offer will be valid.

Seller and Seller's agent represent and warrant that all competing offers are bona fide.

	Date	Van Pittman	01/22/2022
		Buyer	Date
	Date	<i>Jon Chait</i>	1/22/2022
		Buyer	Date
Seller's Agent	Date		rev 9/10

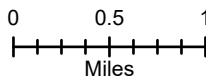


**Exhibit 2**  
**Annutteliga Hammock**  
**SWF Parcel No. 15-228-2061S, Surplus ID AH-4-2061S**  
**Location Map**



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

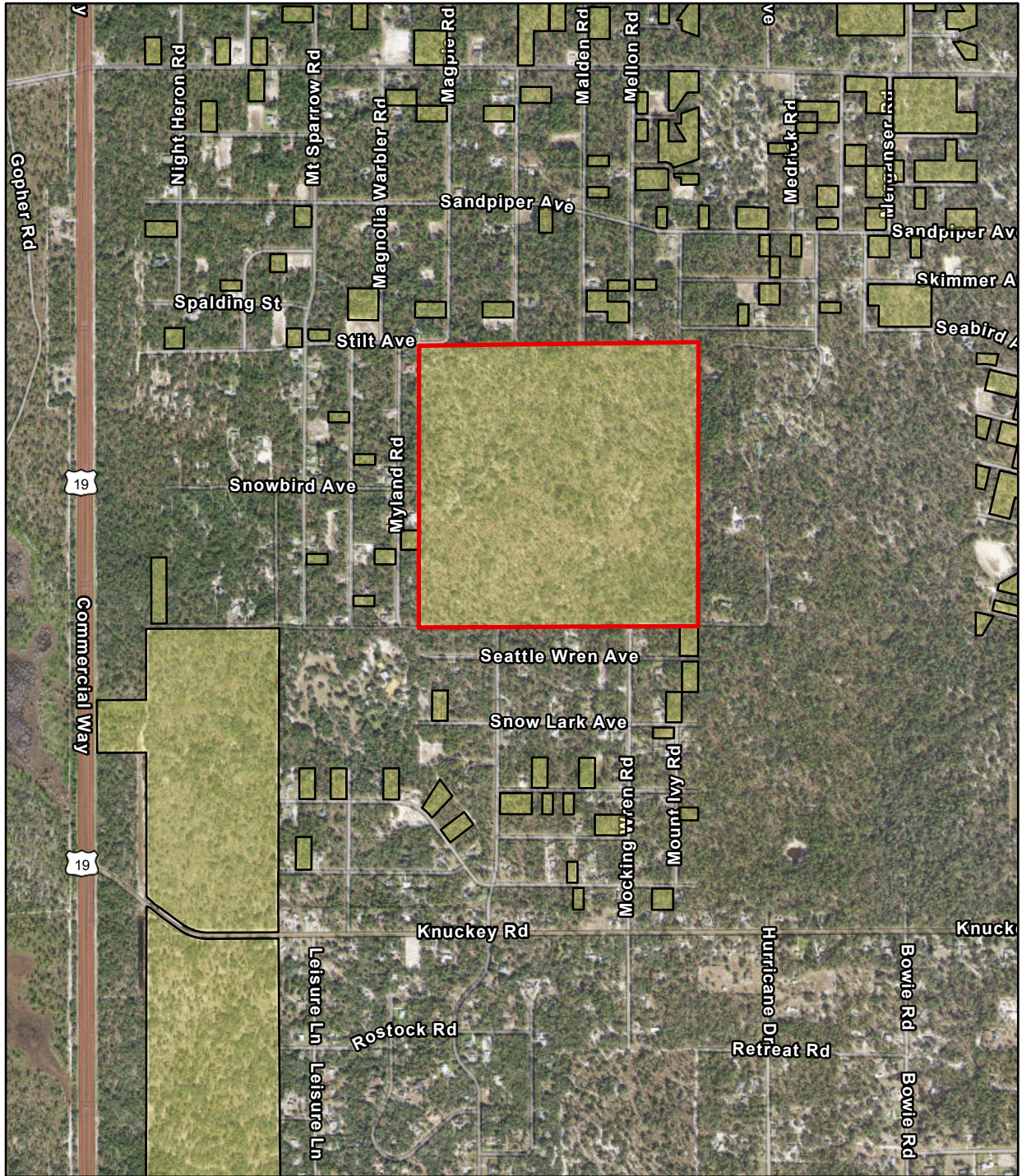
- SWF Parcel 15-228-2061S
- District Owned Lands Fee Simple



**Southwest Florida**  
 Water Management District

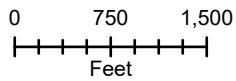


**Exhibit 3**  
**Annutteliga Hammock**  
**SWF Parcel No. 15-228-2061S, Surplus ID AH-4-2061S**  
**Site Map**



State of Florida, Maxar, Esri Community Maps Contributors, FDEP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

- SWF Parcel 15-228-2061S
- District Owned Lands Fee Simple



**Southwest Florida**  
 Water Management District

Sales Grid

Sales Affected by PCE's												
Comparable	Subject			No. 1			No. 2			No. 3		
General Property Type	Encumbered by PCE			Encumbered by LPA			Encumbered by PCE			Encumbered by PCE		
Date of Sale/Implementation	N/A			March 2021			November 2019			January 2019		
Price (Less Improvement Value)	N/A			\$650,000			\$1,540,000			\$369,600		
Indicator Per Upland AC	N/A			\$4,083			\$4,013			\$2,954		
<b>Property Characteristics</b>												
Location	North of Tigger Path			Graded ingress/egress easement			North side of US Highway 98			Terminus of Saddlewood Blvd		
County	Hernando			Polk			Pasco			Polk		
Size Gross Acres	162.60			159.20			383.71			125.10		
Size Net Acres	162.60			78.00			330.00			71.33		
Percentage Uplands	100.00%			49.00%			86.00%			57.00%		
Percentage Wetlands	0.00%			51.00%			14.00%			43.00%		
	Permitted	Restricted	Prohibited	Permitted	Restricted	Prohibited	Permitted	Restricted	Prohibited	Permitted	Restricted	Prohibited
<b>Analysis of Rights</b>												
Right to Use		x			x			x			x	
Agricultural Uses		x			x			x			x	
Row Crops			x		x				x			x
Commercial Uses			x			x			x			x
Industrial Uses			x			x			x			x
Silviculture		x			x			x			x	
Wells		x			x			x			x	
Mining			x			x			x			x
Recreational Uses	x			x				x		x		
Development/Subdivision		x				x			x			x
Mitigation Bank	x					x	x					x
Private Conservation		x			x			x			x	
Residential Entitlements		4			1			2			1	
Ability to produce income		x			x			x			x	
Right to Sell or Dispose		x			x		x				x	
First Right of Refusal	Yes			Yes			Yes			Yes		
Right to Lease	x			x			x			x		
Right to Give or Bequeath	x			x			x			x		
Right to Do Nothing		x			x			x			x	
Right to Exclude Others		x			x			x			x	
Overall Comparison of Rights	N/A			Slightly Superior			Similar			Similar		
Location Comparison	N/A			Superior			Superior			Similar		
Overall Physical Comparison	N/A			Inferior			Superior			Similar		
Overall Comparison to Subject				Slightly Superior			Superior			Similar		
Indicator Per Gross AC				\$4,083			\$4,013			\$2,954		

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

**February 22, 2022**

**Discussion: Action Item: Offer for Surplus Lands – Annutteliga (AH-4), SWF Parcel No. 15-228-2062S**

*Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase for Annutteliga Hammock (AH-4), SWF Parcel No. 15-228-2062S attached as Exhibit 1. A general location map and site map are attached as Exhibits 2 and 3.

*Background and History*

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

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This AH-4 parcel comprises approximately 110.49 acres and has been listed with Saunders Real Estate since October 2016. It has been advertised through multiple media sources and personal contacts since that time, and until recently there had been very little interest in this property. Due to the current market upturn and market conditions, interest in vacant land has increased and two (2) offers to purchase have been recently received. The offer being presented is the highest bid of those two offers.

*Summary of Value and Offer*

The most recent appraisal of the property has a valuation date of January 13, 2022 and was prepared by Kyle Catlett MAI with BBG Real Estate Services. The appraisal determined that the highest and best use for the property is for low-density residential use of two parcels not less than 40 acres with each having a single residential entitlement and sets forth the appraised value of the property encumbered with a conservation easement of \$420,000, or approximately \$3,800 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 highest offer received for this property is \$500,250.

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*

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- The buyer will pay the real estate commission of \$30,015 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, J.D., Land Resources Bureau Chief

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

## CONTRACT FOR SALE AND PURCHASE

**THIS Contract for Sale and Purchase** (Contract) is made this 24 day of Januray 2022, 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 FC Enterprises LLP, having an address of 210 S 12<sup>th</sup> St, Tampa, Fl 33602 (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 Five Hundred Thousand Two Hundred Fifty dollars (\$500,250.00), 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 Sixty (60) days from the effective date referenced in Paragraph 2, unless this Contract is

Contract for Sale and Purchase  
Parcel Name: Annutteliga Hammock Tract 2 – 110.67 +/- AC  
SWF Parcel No.: AH-4-20625

Revised 3/1/2021

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 and Scott Giles of Atlantic Retail (Fee to be split 50/50) in the amount of Thirty Thousand Fifteen dollars (\$30,015.00), 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.

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 Sixty (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.

Contract for Sale and Purchase  
Parcel Name: Annutelig Hammock Tract 2 – 110.67 +/- AC  
SWF Parcel No.: AH-4-20625

Revised 3/1/2021



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 Fourty Five (45) 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 Fourty Five (45) 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.

Contract for Sale and Purchase  
Parcel Name: Annutteliga Hammock Tract 2 – 110.67 +/- AC  
SWF Parcel No.: AH-4-20625

Revised 3/1/2021

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:**

A. Mahrougui  
\_\_\_\_\_  
Witness

Anissa Mahrougui  
\_\_\_\_\_  
Printed Name

By: [Signature]  
\_\_\_\_\_

Name: Mark D. Franck

Title: Gen. Partner

Date: 1/24/21

\_\_\_\_\_  
Witness

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

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

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

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

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

Contract for Sale and Purchase  
Parcel Name: Annutteliga Hammock Tract 2 – 110.67 +/- AC  
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Exhibit "A"  
Legal Description

Legal Description Parcel

AH-4 2062S  
SWF PARCEL NO. 15-228-2062S  
Exhibit A  
Legal Description of Property

Description of Surplus Parcel 15-228-2062S (AH-4 2062S)

That portion of the West 1/2 of the West 1/2 of SECTION 22, TOWNSHIP 21 SOUTH, RANGE 18 EAST, Hernando County, Florida, lying East of the Florida Power Corporation right-of-way as described in Official Records Book 109, page 582, Public Records of Hernando County, Florida.

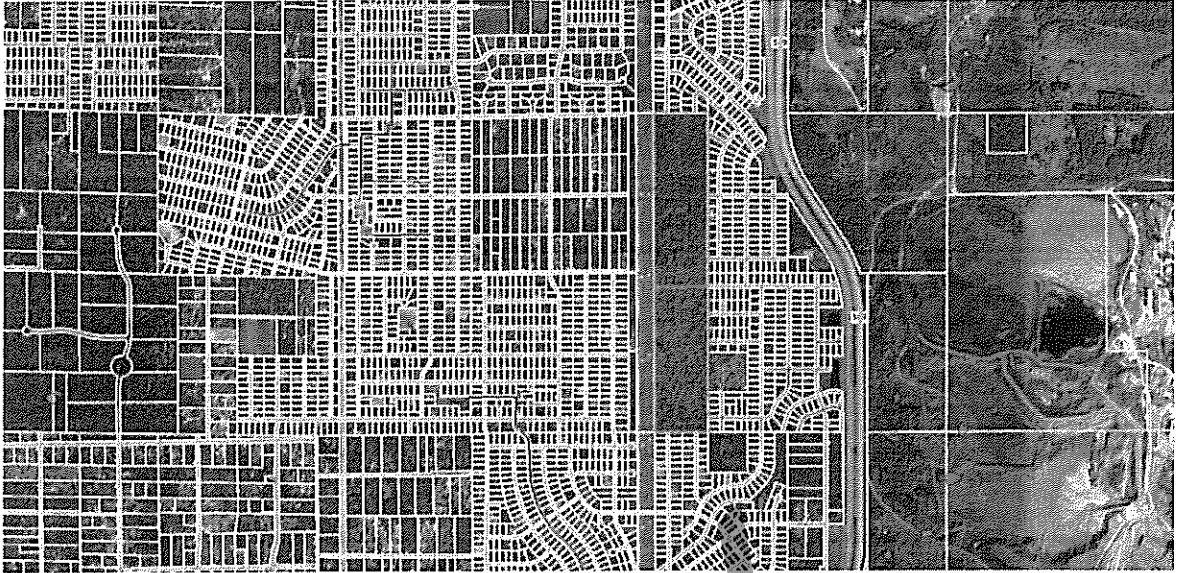
Containing 110.49 acres, more or less.

Remainder of this page intentionally left blank

AH-4 2062S  
SWF PARCEL NO. 15-228-2062S

9

Exhibit "A"  
Legal Description



COPY

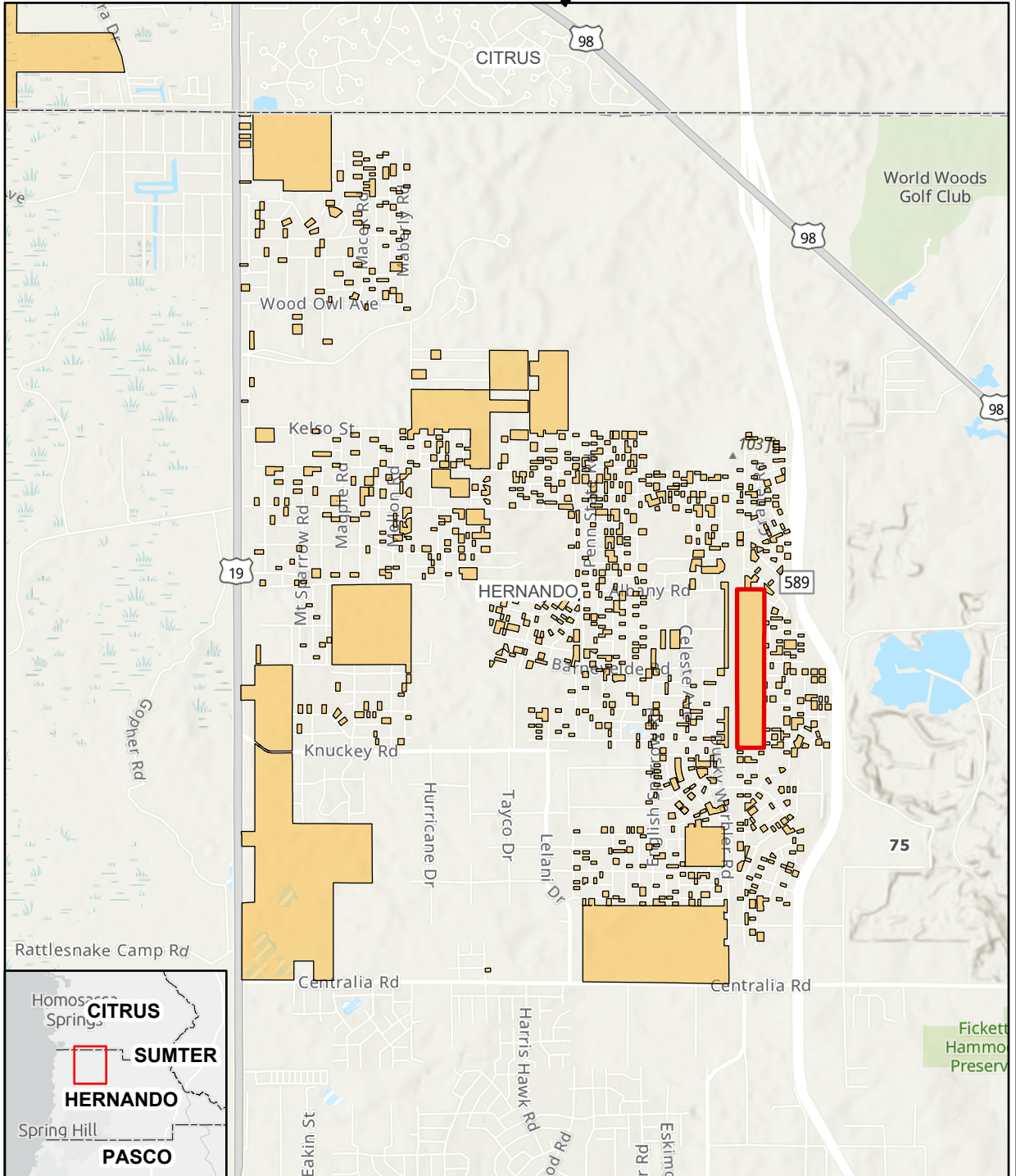
Remainder of this page intentionally left blank.

**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.

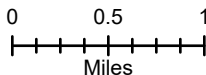
Remainder of this page intentionally left blank.

**Exhibit 2**  
**Annutteliga Hammock**  
**SWF Parcel No. 15-228-2062S, Surplus ID AH-4-2062S**  
**Location Map**



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

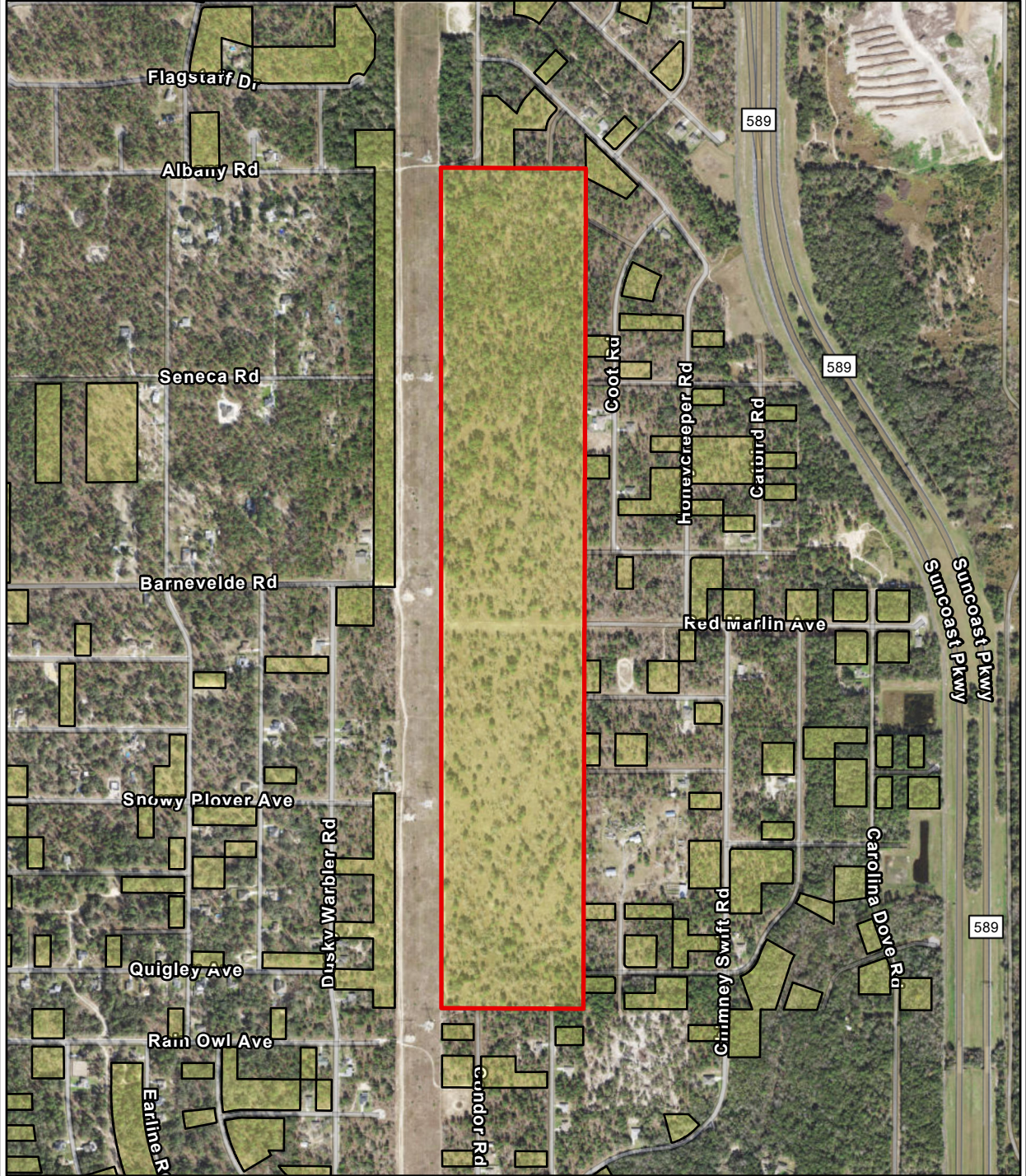
- SWF Parcel 15-228-2062S
- District Owned Lands Fee Simple



**Southwest Florida**  
 Water Management District

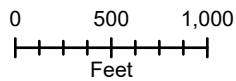


**Exhibit 3  
Annutteliga Hammock  
SWF Parcel No. 15-228-2062S, Surplus ID AH-4-2062S  
Site Map**



State of Florida, Maxar, Esri Community Maps Contributors, FDEP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

- SWF Parcel 15-228-2062S
- District Owned Lands Fee Simple





**Sales Grid**

Sales Affected by PCE's												
Comparable	Subject			No. 1			No. 2			No. 3		
General Property Type	Encumbered by PCE			Encumbered by LPA			Encumbered by PCE			Encumbered by PCE		
Date of Sale/Implementation	N/A			March 2021			November 2019			January 2019		
Price (Less Improvement Value)	N/A			\$650,000			\$1,540,000			\$369,600		
Indicator Per Upland AC	N/A			\$4,083			\$4,013			\$2,954		
<b>Property Characteristics</b>												
Location	Chicarc Rd, W of SR 589			Graded ingress/egress easement			North side of US Highway 98			Terminus of Saddlewood Blvd		
County	Hernando			Polk			Pasco			Polk		
Size Gross Acres	110.49			159.20			383.71			125.10		
Size Net Acres	110.49			78.00			330.00			71.33		
Percentage Uplands	100.00%			49.00%			86.00%			57.00%		
Percentage Wetlands	0.00%			51.00%			14.00%			43.00%		
	Permitted	Restricted	Prohibited	Permitted	Restricted	Prohibited	Permitted	Restricted	Prohibited	Permitted	Restricted	Prohibited
<b>Analysis of Rights</b>												
Right to Use		x			x			x			x	
Agricultural Uses		x			x			x			x	
Row Crops			x		x				x			x
Commercial Uses			x			x			x			x
Industrial Uses			x			x			x			x
Silviculture		x			x			x			x	
Wells		x			x			x			x	
Mining			x			x			x			x
Recreational Uses	x			x				x		x		
Development/Subdivision		x				x			x			x
Mitigation Bank	x					x	x					x
Private Conservation		x			x			x			x	
Residential Entitlements		2			1			2			1	
Ability to produce income		x			x			x			x	
Right to Sell or Dispose		x			x		x				x	
First Right of Refusal	Yes			Yes			Yes			Yes		
Right to Lease	x			x			x			x		
Right to Give or Bequeath	x			x			x			x		
Right to Do Nothing		x			x			x			x	
Right to Exclude Others		x			x			x			x	
Overall Comparison of Rights	N/A			Slightly Superior			Similar			Similar		
Location Comparison	N/A			Superior			Superior			Similar		
Overall Physical Comparison	N/A			Inferior			Similar			Inferior		
Overall Comparison to Subject				Slightly Superior			Superior			Inferior		
Indicator Per Gross AC				\$4,083			\$4,013			\$2,954		

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

**February 22, 2022**

**Discussion: Action Item: Offer for Surplus Lands – Annutteliga (AH-4), SWF Parcel No. 15-228-2065S**

*Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase for Annutteliga Hammock (AH-4) SWF Parcel No. 15-228-2065S attached as Exhibit 1. A general location map and site map are attached as Exhibits 2 and 3.

*Background and History*

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

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

This AH-4 parcel comprises approximately 152.0 acres and has been listed with Saunders Real Estate since October 2016. It has been advertised through multiple media sources and personal contacts since that time and until recently there had been very little interest in this property. Due to the current market upturn and market conditions, interest in vacant land has increased. The current offer is the most recent bid received to purchase the property.

*Summary of Value and Offer*

The most recent appraisal of the property has a valuation date of January 13, 2022 and was prepared by Kyle Catlett MAI with BBG Real Estate Services. The appraisal determined that the highest and best use for the property is to be for outdoor recreational and low-density residential use of three parcels of not less than 40 acres with each having a single residential entitlement and sets forth the appraised value of the property encumbered with a conservation easement of \$610,000, or approximately \$4,000 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 current offer of \$718,750 is the highest received for this property.

The District's title to the property includes the subsurface rights. Any sale would include the interest in all

phosphate, minerals, metals, and petroleum that may be in, on or under the property. 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 limit and restrict the future use and development of the property.
- The purchase price is fixed without adjustment provisions.
- The buyer will make a deposit of 5 percent of the contract price, or \$35,937.50 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 \$43,125 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, J.D., Land Resources Bureau Chief

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

**CONTRACT FOR SALE AND PURCHASE**

**THIS Contract for Sale and Purchase** (Contract) is made this 24th day of January 2022, 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 FC Enterprises LLP, having an address of 12<sup>th</sup> 210 S 10<sup>th</sup> St, Tampa, FL 33602 (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 Seven Hundred Eighteen Thousand Seven Hundred Fifty dollars (\$ 718,750.00 ), 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 Sixty (60) days from the effective date referenced in Paragraph 2, unless this Contract is

Contract for Sale and Purchase  
Parcel Name: Annutteliga Hammock Tract 3 – 151.49 +/- AC  
SWF Parcel No.: AH-4-20655

Revised 3/1/2021

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 and Atlantic Retail (Fee to be split 50/50) in the amount of Fourty Three Thousand One Hundred Twenty Five dollars (\$43,125.00), 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.

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 Sixty (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.

Contract for Sale and Purchase  
Parcel Name: Annutteliga Hammock Tract 3 – 151.49 +/- AC  
SWF Parcel No.: AH-4-20655

Revised 3/1/2021

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 Fourty Five (45) 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 Fourty Five (45) 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.

Contract for Sale and Purchase  
Parcel Name: Annutteliga Hammock Tract 3 – 151.49 +/- AC  
SWF Parcel No.: AH-4-20655

Revised 3/1/2021

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:**

A Mahroug  
\_\_\_\_\_  
Witness

Anissa Mahroug  
\_\_\_\_\_  
Printed Name

By: [Signature]

Name: MARK D FARREK

Title: GEN. PARTNER

Date: 1/24/21

\_\_\_\_\_  
Witness

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

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

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

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

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

Contract for Sale and Purchase  
Parcel Name: Annutteliga Hammock Tract 3 – 151.49 +/- AC  
SWF Parcel No.: AH-4-20655

Revised 3/1/2021

Exhibit "A"  
Legal Description

Legal Description Parcel

COPY

Exhibit "A"  
Legal Description

**AH-4 2065S**  
**SWF PARCEL NO. 15-228-2065S**  
**Exhibit A**  
**Legal Description of Property**

Description of Surplus Parcel 15-228-2065S (AH-4 2065S)

The Northwest 1/4 of SECTION 6, TOWNSHIP 21 SOUTH, RANGE 18 EAST, Hernando County, Florida, LESS that part of the Southwest 1/4 of the Northwest 1/4 of said Section 6, lying within the following metes and bounds description:

Begin at the Northwest corner of the Southwest 1/4 of said section;

Thence North 00°20'50" West, a distance of 360.61 feet;

Thence South 89°38'40" East, a distance of 1000.00 feet;

Thence South 00°20'50" East, a distance of 360.61 feet;

Thence North 89°38'40" West, a distance of 1000.00 feet to the POINT OF BEGINNING.

Approved for use by the Survey Section 09-06-2016. W.O. 16-156.

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**AH-4 2065S**  
**SWF PARCEL NO. 15-228-2065S**

9

Exhibit "A"  
Legal Description



COPY

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

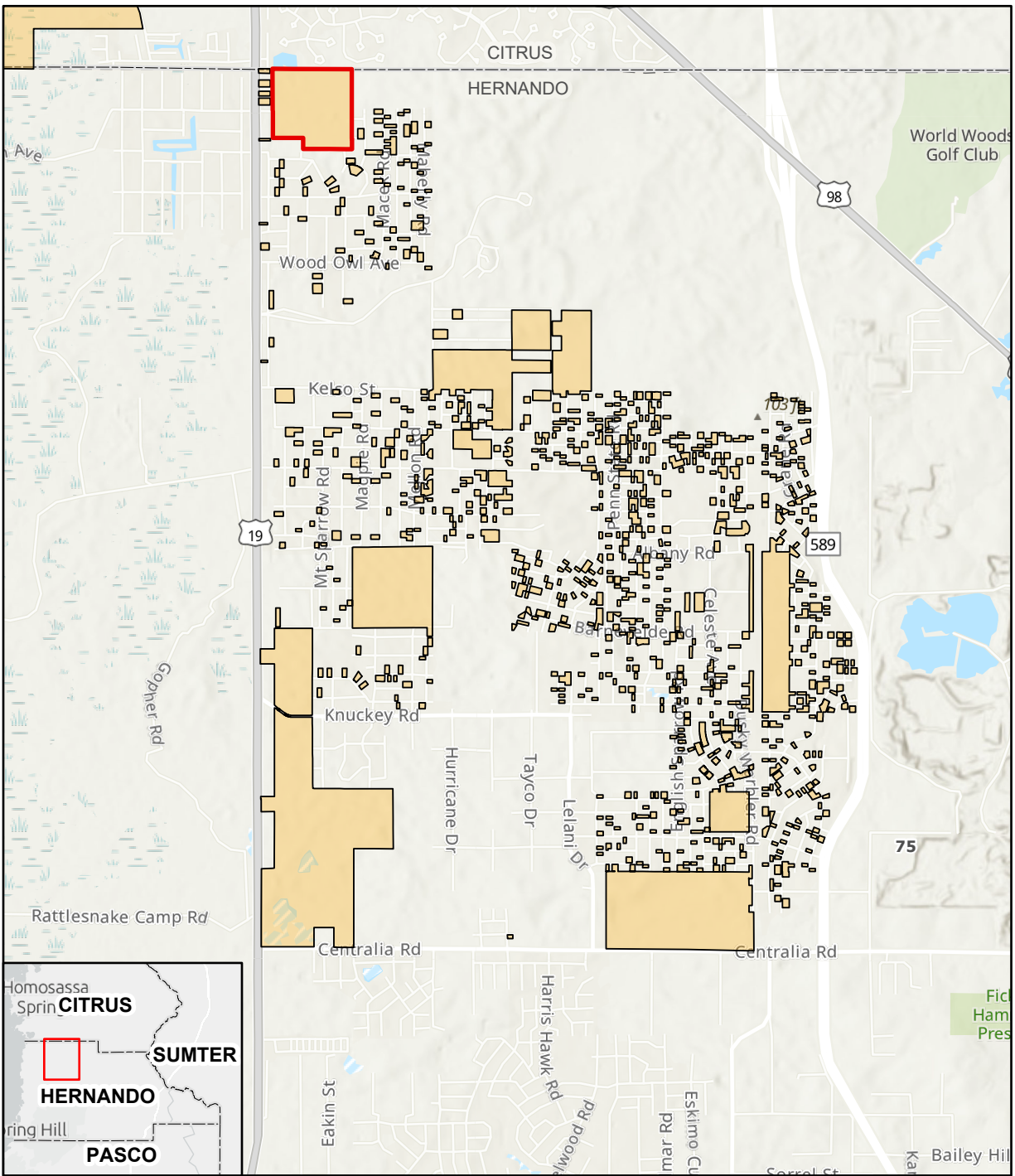
- All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- The survey will be certified to the Southwest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

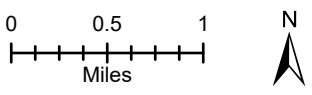
Remainder of this page intentionally left blank.

**Exhibit 2**  
**Annutteliga Hammock**  
**SWF Parcel No. 15-228-2065S, Surplus ID AH-4-2065S**  
**Location Map**



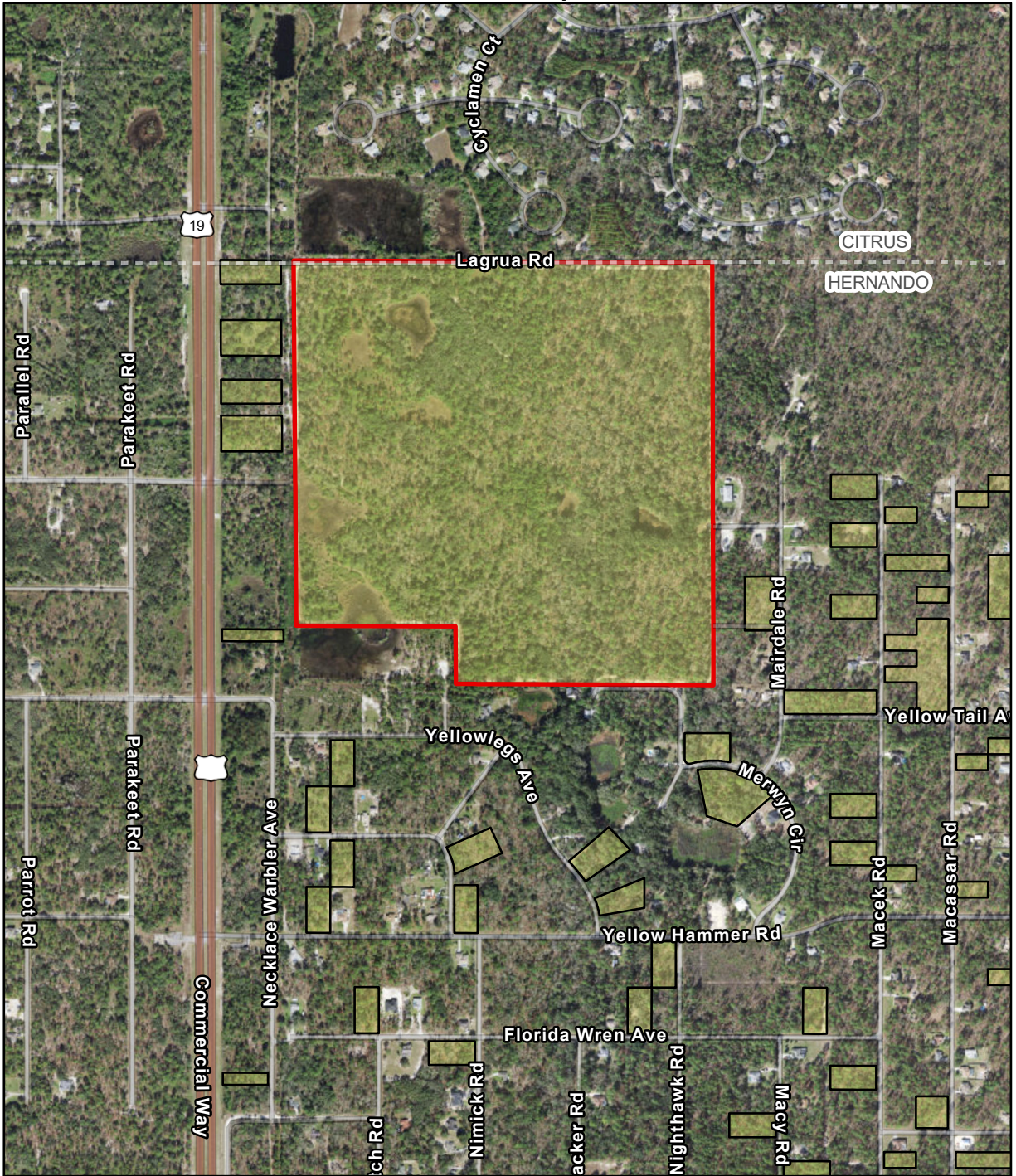
Esri, NASA, NGA, USGS, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, FDEP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

- SWF Parcel 15-228-2065S
- District Owned Lands Fee Simple



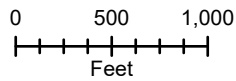


**Exhibit 3**  
**Annutteliga Hammock**  
**SWF Parcel No. 15-228-2065S, Surplus ID AH-4-2065S**  
**Site Map**



State of Florida, Maxar, Esri Community Maps Contributors, FDEP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

- SWF Parcel 15-228-2065S
- District Owned Lands Fee Simple



**Southwest Florida**  
 Water Management District

**Sales Grid**

Sales Affected by PCE's												
Comparable	Subject			No. 1			No. 2			No. 3		
General Property Type	Encumbered by PCE			Encumbered by LPA			Encumbered by PCE			Encumbered by PCE		
Date of Sale/Implementation	N/A			March 2021			November 2019			January 2019		
Price (Less Improvement Value)	N/A			\$650,000			\$1,540,000			\$369,600		
Indicator Per Upland AC	N/A			\$4,083			\$4,013			\$2,954		
<b>Property Characteristics</b>												
Location	South side of Lagrua Road			Graded ingress/egress easement			North side of US Highway 98			Terminus of Saddlewood Blvd		
County	Hernando			Polk			Pasco			Polk		
Size Gross Acres	152.00			159.20			383.71			125.10		
Size Net Acres	134.00			78.00			330.00			71.33		
Percentage Uplands	88.00%			49.00%			86.00%			57.00%		
Percentage Wetlands	12.00%			51.00%			14.00%			43.00%		
	Permitted	Restricted	Prohibited	Permitted	Restricted	Prohibited	Permitted	Restricted	Prohibited	Permitted	Restricted	Prohibited
<b>Analysis of Rights</b>												
Right to Use		x			x			x			x	
Agricultural Uses		x			x			x			x	
Row Crops			x		x				x			x
Commercial Uses			x			x			x			x
Industrial Uses			x			x			x			x
Silviculture		x			x			x			x	
Wells		x			x			x			x	
Mining			x			x			x			x
Recreational Uses	x			x				x		x		
Development/Subdivision		x				x			x			x
Mitigation Bank	x					x	x					x
Private Conservation		x			x			x			x	
Residential Entitlements		3			1			2			1	
Ability to produce income		x			x			x			x	
Right to Sell or Dispose		x			x		x				x	
First Right of Refusal	Yes			Yes			Yes			Yes		
Right to Lease	x			x			x			x		
Right to Give or Bequeath	x			x			x			x		
Right to Do Nothing		x			x			x			x	
Right to Exclude Others		x			x			x			x	
Overall Comparison of Rights	N/A			Slightly Superior			Similar			Similar		
Location Comparison	N/A			Superior			Superior			Similar		
Overall Physical Comparison	N/A			Inferior			Inferior			Similar		
Overall Comparison to Subject				Slightly Superior			Similar			Similar		
Indicator Per Gross AC				\$4,083			\$4,013			\$2,954		



**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE****February 22, 2022****Discussion: Action Item: Offer for Surplus Lands – Annutteliga (AH-2), SWF Parcel No. 15-228-1352S***Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase for Annutteliga Hammock (AH-2), SWF Parcel No. 15-228-1352S attached as Exhibit 1. A general location map and site map are attached as Exhibits 2 and 3 respectively.

*Background and History*

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

In May 2015, the Governing Board recognized these challenges and designated 1,021 lots within the Annutteliga Hammock project as surplus. Most of these lots are approximately half-acre to one-acre lots valued at \$25,000 or less. This parcel consists of 1.52 acres. On January 24, 2017, the Operations, Lands and Resource Monitoring Committee met with the intent of developing a strategy to sell these numerous properties and determined that all of this surplus property falls within the Priority Focus Area (PFA) of the Chassahowitzka River spring shed. Because of this determination, the decision was made to place restrictions on the property to be offered for sale in order to reduce the potential new pollutant loads within the PFA. To further address this concern, the half-acre and one-acre lots are being offered subject to a deed restriction prohibiting the installation of septic tanks or any other device for the sanitary disposal of waste. Until the recent market upturn there had been very little interest in these properties.

As required by statute for the sale of surplus property, a notice of intent to sell this property was published in a newspaper. The parcel was also offered to the adjacent owners via certified and regular mail and the offer received is from an adjacent owner.

*Summary of Value and Offer*

The most recent appraisal of the property was on December 28, 2021, which was prepared by Valuation Advisors, Bradley C. Page, MAI, and is attached as Exhibit 4. The highest and best use for the property was determined to be assemblage with abutting buildable lot. The current offer is for \$37,000, which is the appraised value.

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 at or 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. The Deed will include a restriction that no septic system or other system for the sanitary disposal of waste shall be installed.

- The purchase price is fixed without adjustment provisions.
- The buyer will make a deposit of five percent (5%) of the contract price, or \$1,850, with a closing to occur no more than 60 days after the effective date of the Contract for Sale and Purchase.
- The buyer will bear all expenses of the transaction except for the appraisal.

*Benefit/Costs*

The proceeds from the sales of surplus lands 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, J.D., Land Resources Bureau Chief

**CONTRACT FOR SALE AND PURCHASE**

**THIS Contract for Sale and Purchase** ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 **Jason M. Gunn and Shannon M. Gunn**, having an address of **13329 Flagstaff Drive, Brooksville, FL 34614** ("Buyer"), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property").

2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer shall be binding for Forty-five ( 45 ) days after such execution by Buyer. If this Contract is not executed by the District on or before Forty-five ( 45 ) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract shall terminate.

3. **EFFECTIVE DATE:** The effective date of this contract shall be the date of execution by the District.

4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement shall terminate.

5. **PURCHASE PRICE:** The total purchase price for the Property shall be **Thirty-Seven Thousand and 00/100's** dollars (\$37,000), which shall be paid in the following manner:

a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer shall deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes ("F.S."), made payable to the escrow agent for closing designated by the District, as earnest money ("Deposit"). In the event this Contract is terminated under Paragraphs 2, 4, or 12 of this Contract the District shall return the Deposit to the Buyer.

b. **Balance:** The balance of the purchase price shall be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.

6. **CLOSING, EXPENSE AND POSSESSION:** This Contract shall be closed no later than Sixty ( 60 ) days from the effective date referenced in Paragraph 3, unless this Contract is terminated pursuant to Paragraphs 2 or 4. The following are additional details of closing:

a. **Time and Place:** The date, time and place of closing shall be set by the District.

b. **Conveyance:** At closing, the District will deliver to Buyer a fully executed quit

Contract for Sale and Purchase  
Parcel Name: AH-2-S  
SWF Parcel No.: 15-228-1352S

Revised 6/8/2018

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

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

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

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

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

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

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

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

13. **ATTORNEYS' FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.
14. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.
15. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract shall be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.
16. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.
17. **ASSIGNMENT:** This Contract shall not be assigned by Buyer without the prior written consent of the District.
18. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.
19. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of the District and shall be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.
20. **SURVIVAL:** Paragraphs 6c, and 13 of this Contract will survive delivery and recording of deed and possession of the Property.
21. **ELECTRONIC/FACIMILE SIGNATURE:** The District agrees that this Agreement may be executed by the Buyer by electronic signature in a manner that complies with Chapter 668, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, manually executed document.
22. **MINERAL RIGHTS:** The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the District in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

Contract for Sale and Purchase  
Parcel Name: AH-2-S  
SWF Parcel No.: 15-228-1352S

Revised 6/8/2018

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

Exhibit "A"      Legal Description

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COPY

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

**DISTRICT:**

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

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

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

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

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

**BUYER:**

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

Name: Jason M Gunn

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

Date: 01/20/22

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

Name: Shannon M Gunn

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

Date: 1/20/22

COPY

EXHIBIT "A"  
Legal Description

SWF Parcel 15-228-1352S (Annutteliga Hammock)

Lot 30, GREEN HAMMOCK SUBDIVISION, as per plat thereof recorded in Plat Book 17, Pages 44-45, Public Records of Hernando County, Florida.

AND

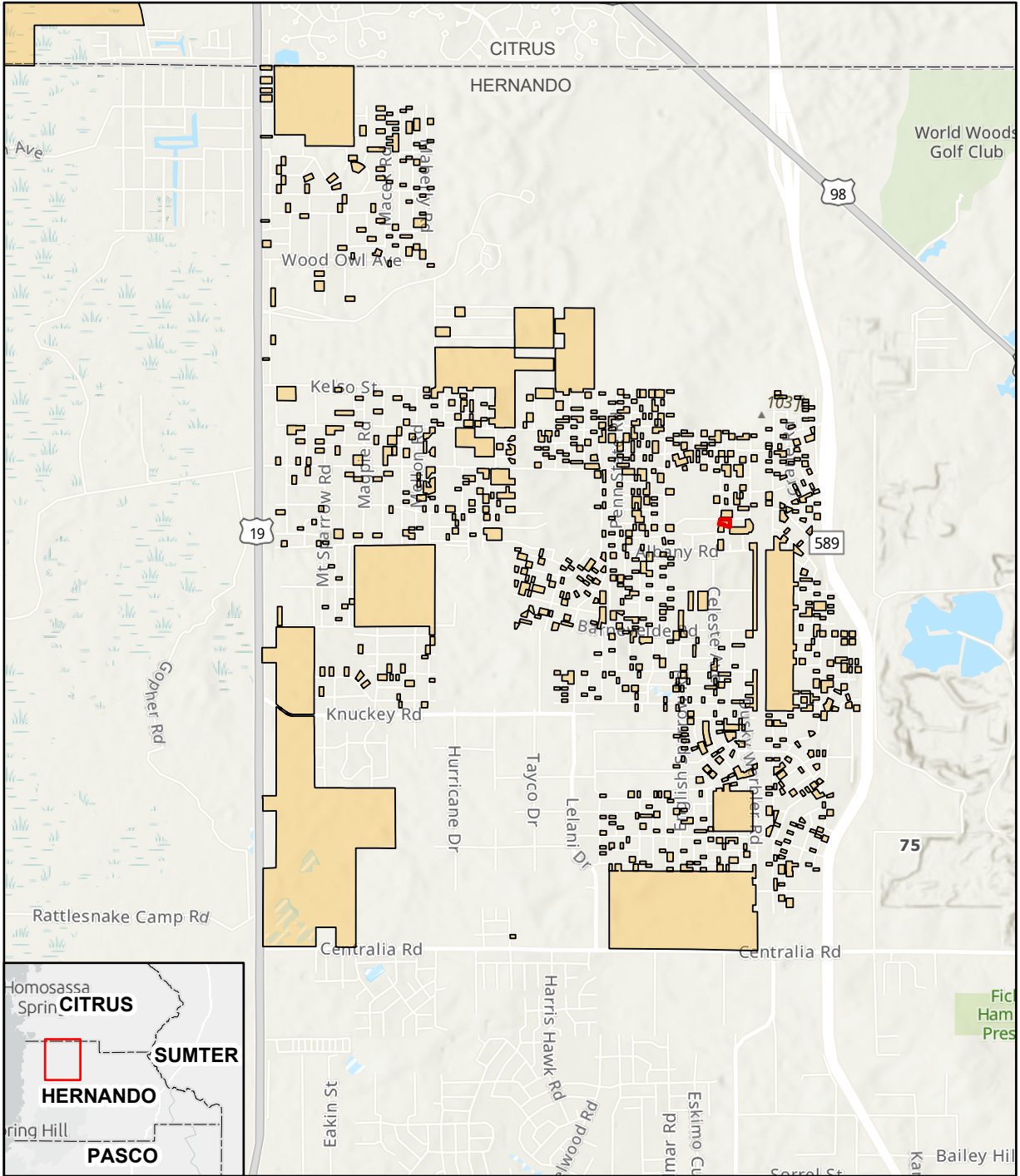
Lot 85, GREEN HAMMOCK SUBDIVISION, UNIT 2, as per plat thereof recorded in Plat Book 17, Page 48, Public Records of Hernando County, Florida.

Remainder of this page intentionally left blank.

COPY

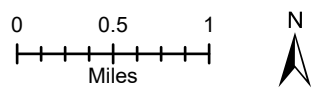


**Exhibit 2**  
**Annutteliga Hammock**  
**SWF Parcel No. 15-228-1352S, Surplus ID AH-2-1352S**  
**Location Map**

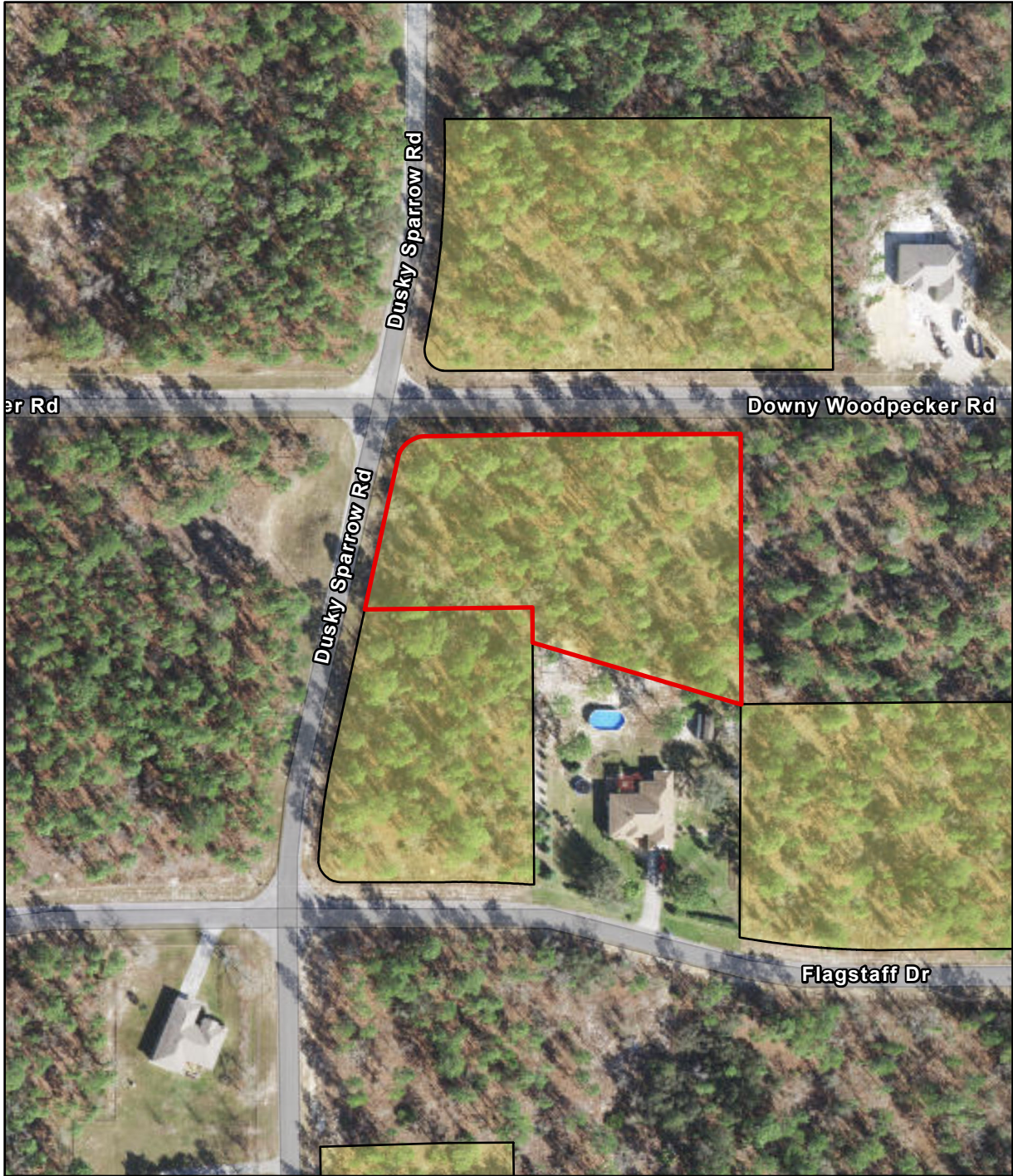


Esri, NASA, NGA, USGS, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, FDEP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

- SWF Parcel 15-228-1352S
- District Owned Lands Fee Simple

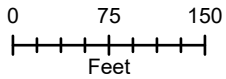


**Exhibit 3  
Annutteliga Hammock  
SWF Parcel No. 15-228-1352S, Surplus ID AH-2-1352S  
Site Map**



State of Florida, Maxar, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatostyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Hernando County, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

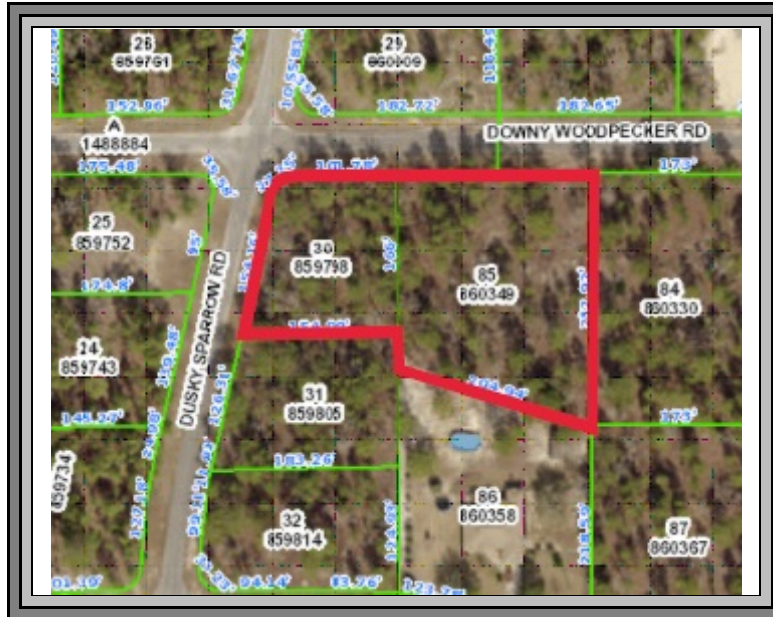
- SWF Parcel 15-228-1352S
- District Owned Lands Fee Simple







16057 Tampa Palms Boulevard, #355  
Tampa, Florida 33647



**Annueliga Hammock Surplus, SZ00, SWF 15-228-1352S**  
**Southeast Corner of Dusky Sparrow Road and Downy Woodpecker Road**  
**GREEN HAMMOCK SUBDIVISION LOTS 30 and GREEN HAMMOCK**  
**SUBDIVISION UNIT 2 LOT 85**  
**Weeki Wachee, FL**  
**Southwest Florida Water Management District - PO 22PO0000384**  
**SWFWMD PARCEL - AH2-1352S**  
**VA File No. 11506-2**  
**Valuation Date - December 28, 2021**



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

December 31, 2021

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

RE: Annuteliga Hammock Surplus, SZ00  
SWF 15-228-1352S  
Restricted Lot Southeast Corner of Dusky  
Sparrow Road and Downy Woodpecker Road  
Weeki Wachee, FL  
File No. 11506-2

Dear SWFWMD:

In accordance with your authorization, I have personally inspected and appraised the above captioned property in order to render an opinion of its Market Value. The value conclusions contained in this report are applicable to the effective date of value, December 28, 2021. Please note the assumptions and limiting conditions as they have a bearing on the report and value conclusions.

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

This Appraisal Report has been rendered in compliance with the Uniform Standards of Professional Appraisal Practice, the Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute. This report does not comply with District Minimum Appraisal Standards. Based upon all the known factors and influences that could affect the valuation of the subject property, it is my opinion that the following value as of December 28, 2021 is applicable.

**Market Value - \$37,000**

ii



SWFWMD  
December 31, 2021

The value conclusion is based on an exposure time of twelve months. Based on current market influences, a similar marketing period is considered reasonable. The conclusion is based on the assumption there are no material changes between the date of the site visit and the date of valuation that would impact the conclusion.

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

Respectfully Submitted,

*Bradley Page*

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

## CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Bradley C. Page, MAI has met the requirements of the continuing education program of the Appraisal Institute, as well as certification by the State of Florida's Department of Business and Professional Regulation.
- My opinion of the value of the property described herein is certified as of December 28, 2021 to be:

**MARKET VALUE - \$37,000**

Reviewed/Inspected by:

*Bradley Page*

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

## ASSUMPTIONS AND LIMITING CONDITIONS

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

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

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## **ASSUMPTIONS & LIMITING CONDITIONS (CONTINUED)**

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

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



## SUMMARY OF SALIENT FACTS & CONCLUSIONS

<b>DATE OF REPORT:</b>	December 31, 2021
<b>SITE VISIT:</b>	December 28, 2021
<b>VALUATION DATE:</b>	December 28, 2021
<b>OWNERS OF RECORD:</b>	Southwest Florida Water Management District 2379 Broad Street Brooksville, FL 34601
<b>PRESENT USE:</b>	Vacant lot
<b>HIGHEST &amp; BEST USE AS VACANT:</b>	Assemblage with abutting buildable lot
<b>PURPOSE OF THE APPRAISAL:</b>	Render an opinion of the subject's Market Value
<b>NEIGHBORHOOD/AREA DESCRIPTION:</b>	Annuteliga Hammock
<b>SITE ANALYSIS:</b>	
Land Area:	66,373 SF more or less 22,579 SF Lot 30, 43,794 SF Lot 85
Shape:	1.52 AC
Zoning/Land Use:	Irregular R-1C, Residential District
<b>LOCATION:</b>	The subject lots are located on the Southeast Corner of Dusky Sparrow Road and Downy Woodpecker Road. The lots are accessed from Downy Woodpecker Road and Dusky Sparrow Road.
<b>VALUE CONCLUSIONS:</b>	
<b>Market Value Conclusion:</b>	<b>\$37,000</b>
Normal Marketing/Exposure Time:	Twelve months - In my opinion, the restriction greatly reduces the buyer pool/market for the subject lot resulting in a longer exposure time. The data for restricted lots sales includes short marketing periods for lots acquired by abutting owners who are interested in purchasing to lots that abutting owners ignore that would have extended marketing periods.

# PHOTOGRAPHS OF SUBJECT



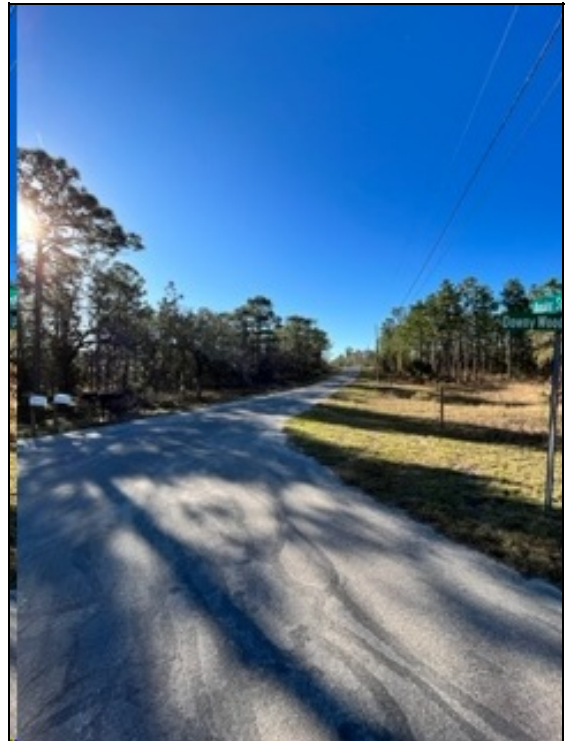
Lot 30



Lot 85



Downy Woodpecker Road



View on Dusky Sparrow Road

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

**EFFECTIVE DATE OF VALUE** - The valuation conclusion contained herein is applicable to market conditions that were present on the effective date of value, December 28, 2021.

**DATE OF REPORT** - The date of this report is December 31, 2021.

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

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

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

The most applicable and comparable data gathered are included in this report for comparison to the subject for analysis.

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

**LEGAL DESCRIPTION** - GREEN HAMMOCK SUBDIVISION, LOT 30 and GREEN HAMMOCK SUBDIVISION UNIT 2, LOT 85.

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

## PRINCIPLES AND TERMINOLOGY USED IN THIS REPORT

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

According to USPAP 2020-21, Market Value is defined as follows:

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

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

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

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

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

The previous definitions were taken from The Dictionary of Real Estate, 5th edition, The Appraisal of Real Estate, 13th edition, and The Uniform Standards of Professional Appraisal Practice 2020-21.

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

# LAND APPRAISAL REPORT

File No. **11504-2**

Borrower **N/A** Census Tract **407.01** Map Reference **16-21-18**

Property Address **Southeast Corner of Dusky Sparrow Road and Downy Woodpecker Road.**

City **Weeki Wachee** County **Hernando** State **FL** Zip Code **33614**

Legal Description **see report**

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

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

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

Occupant **Vacant** Appraiser **Bradley Page, MAI** Instructions to Appraiser **fee simple subject to deed restriction, no**

**septic tank or other device for the sanitary disposal of waste shall be installed on the property conveyed hereby.**

Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Good	Avg.	Fair	Poor
Built Up	<input type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input checked="" type="checkbox"/> Under 25%	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate <input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input checked="" type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use <b>15</b> % 1 Family	<input type="checkbox"/> % 2-4 Family	<input type="checkbox"/> % Apts.	<input type="checkbox"/> % Condo <b>3</b> % Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> <b>80</b> % Vacant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range \$	<b>137,500</b> to \$	<b>615,000</b>	Predominant Value \$ <b>255,000</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<b>New</b> yrs. to	<b>40</b> yrs.	Predominant Age <b>10</b> yrs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) **There have been recent new schools and new shopping servicing this area with Publix Anchored Shopping on Commercial Way in the neighborhood and just north of the Hernando Citrus County Line. New middle and high schools have been developed within the neighborhood as well. Convenient to the Suncoast Parkway and Commercial Way. The area offers larger, lower priced lots and rural area with privacy and conveniences.**

Dimensions **197.0' x 252.92' x 204.94' x 193.0' and 101.78' x 166.0'** = **66,373** Sq. Ft. or Acres  Corner Lot

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

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

Elec. <input checked="" type="checkbox"/>	Public <input checked="" type="checkbox"/>	Other (Describe) <b>Via Well</b>	OFF SITE IMPROVEMENTS	Topo <b>Wooded</b>
Gas <input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Via Septic</b>	Street Access: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Size <b>66,373 SF</b>
Water <input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Via Septic</b>	Surface <b>Paved</b>	Shape <b>Irregular</b>
San. Sewer <input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Via Septic</b>	Maintenance: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	View <b>Residential and vacant</b>
<input type="checkbox"/> Underground Elect. & Tel.	<input type="checkbox"/>	<b>Via Septic</b>	<input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter	Drainage <b>Sandy Soils and engineered drainage</b>
	<input type="checkbox"/>	<b>Via Septic</b>	<input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights	Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

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

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

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<b>Downy Woodpecker Rd &amp; Dusky Sparrow Rd</b>	<b>Pairing 1 - Florida Wren Ave &amp; Macassar Rd - Weeki Wachee, FL</b>	<b>Pairing 2 - Magpie Rd &amp; Flagstaff Dr - Weeki Wachee</b>	<b>P 3 - Snowy Plover &amp; Fleetwood &amp; Pomp Parkway, Weeki Wachee</b>
Proximity to Subj.		<b>3.0 Miles Northwest</b>	<b>Same Area</b>	<b>1.1 Miles Southwest</b>
Sales Price		<b>\$ 14,600</b>	<b>\$ 27,500</b>	<b>\$ 4,500</b>
Price		<b>\$14600</b>	<b>\$27500</b>	<b>\$4500</b>
Data Source	<b>Public Records</b>	<b>Agent, Buyer, MLS, Public Rec</b>	<b>Agent, MLS, Public Rec</b>	<b>Agent, MLS, Public Rec</b>
Date of Sale and	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Time Adjustment		<b>Apr and Mar 2021</b>	<b>Aug 2021</b>	<b>Jun &amp; Jul 2021</b>
Location	<b>Interior</b>	<b>Interior &amp; Interior</b>	<b>Inter &amp; Inter</b>	<b>Corn &amp; Interior</b>
Site/View	<b>Vacant &amp; Residential</b>	<b>Vacant &amp; Res</b>	<b>Vacant &amp; Res</b>	<b>Vacant &amp; Res</b>
Size	<b>66,373 SF</b>	<b>23,863 SF diff</b>	<b>43,335 SF diff</b>	<b>12,612 SF diff</b>
		<b>&amp; Price Difference</b>	<b>&amp; Price Difference</b>	<b>&amp; Price Difference</b>
		<b>of \$14,600 or \$0.61</b>	<b>of \$27,500/\$0.63</b>	<b>of \$4,500/\$0.36</b>
		<b>Per Square Foot</b>	<b>Per Square Foot</b>	<b>Per Square Foot</b>
Sales or Financing				
Concessions				
Net Adj. (Total)		<input type="checkbox"/> Plus <input type="checkbox"/> Minus \$	<input type="checkbox"/> Plus <input type="checkbox"/> Minus \$	<input type="checkbox"/> Plus <input type="checkbox"/> Minus \$
Indicated Value				
of Subject		<b>\$ 14,600</b>	<b>\$ 27,500</b>	<b>\$ 4,500</b>

Comments on Market Data: **The data includes four pairings of larger and smaller parcels to determine the allocation to the difference in lot area. Price and size reported are the differences for the larger and smaller comparables in the pairing, see the write-ups and discussions for complete details. The data supports indicators of \$0.36 to \$0.65 per square foot for the four pairings.**

Comments and Conditions of Appraisal: **The pairings include sales to individuals and sales to home builders. Pairings include both limerock and paved road fronting lots. All four pairings support an indicator for the difference that is lower than that of the fee simple sales.**

Final Reconciliation: **The data supports the appropriate indicator for the highest and best use of assemblage, the appropriate indicator is \$0.55 per square foot or a value indication of 66,373 SF x \$0.55/SF = \$36,505 or \$37,000 RD. This is considered to reflect the deed restriction and the impact on marketability of the subject.**

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF **December 28** **2021** to be \$ **37,000**

Appraiser(s) **Bradley Page** Review Appraiser (If applicable) \_\_\_\_\_  Did  Did Not Physically Inspect Property

Appraiser(s) **Bradley C. Page, MAI**

SALES COMPARISON ANALYSIS

File No.

11504-2

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

Table with 5 main columns: ITEM, Subject Property, COMPARABLE NO. 4, COMPARABLE NO., and COMPARABLE NO. Rows include Address, Proximity to Subj., Sales Price, Price, Data Source, Date of Sale and Time Adjustment, Location, Site/View, Size, Sales or Financing Concessions, Net Adj. (Total), and Indicated Value of Subject.

MARKET DATA ANALYSIS

Comments on Market Data: [Large blank area for notes]



# COMPARABLE DATA

## LARGE COMPARABLE PAIRING 1



<b>Property Type:</b>	Lot
<b>Date of Sale:</b>	September 21, 2020
<b>OR Book/Page:</b>	3895/947
<b>Sale Price:</b>	\$20,000
<b>Upland SF:</b>	43,500.00
<b>Upland AC:</b>	1.00
<b>Price/Upland SF:</b>	\$0.46
<b>Price/Upland AC:</b>	\$20,000

<b>Location:</b>	South side of Yellowlegs Avenue, west of Sage Brush Lane, Weeki Wachee, Hernando County, Florida
<b>Tax Id No./Brief Legal:</b>	0642594//Portion of Section 6, Township 21 South, Range 18 East
<b>Grantor:</b>	Ljuba Irwin
<b>Grantee:</b>	Maronda Homes, LLC
<b>Zoning/Future Land Use:</b>	R-1C, Residential District
<b>Terms:</b>	All Cash
<b>Verification:</b>	Richard DiPalo, Florida Tropics Realty, MLS# W7823302. 352-688-7997, By: Bradley C. Page, MAI, February 2021
<b>Highest &amp; Best Use:</b>	Residential development with one home
<b>Property Description:</b>	This is one platted lot with one legal parcel suited for one home. The street is limerock. Well and septic are required. The property is wooded and at to above road grade. The property is in Flood Zone X.
<b>Conditions of Sale:</b>	Negotiated, arms-length
<b>Comments:</b>	The property was on the market 118 days prior to going under contract. The closing of the contract was delayed due to the pandemic. The asking price was \$20,000 prior to the sale. There was no restriction on development of this lot.
<b>Sale History 5 Years:</b>	No arms-length transfers



# SMALL COMPARABLE PAIRING NO. 1



<b>Property Type:</b>	Lot
<b>Date of Sale:</b>	September 28, 2020
<b>OR Book/Page:</b>	3893/1254
<b>Sale Price:</b>	\$11,500
<b>Upland SF:</b>	20,000.00
<b>Upland AC:</b>	0.46
<b>Price/Upland SF:</b>	\$0.58
<b>Price/Upland AC:</b>	\$25,000

<b>Location:</b>	West side of Malibar Road, South of Yellowhammer Road, Weeki Wachee, Hernando County, Florida
<b>Tax Id No./Brief Legal:</b>	676904/Portions of Section 6, Township 21 South, Range 18 East
<b>Grantor:</b>	Ljuba Irwin
<b>Grantee:</b>	Jeremy Perez and Yanice R. Rodriguez
<b>Zoning/Land Use:</b>	R-1C, Residential District
<b>Terms:</b>	All Cash
<b>Verification:</b>	Richard DiPalo, Florida Tropics Realty, MLS# W7823381, 352-688-7997, By: Bradley C. Page, MAI, February 2021
<b>Highest &amp; Best Use:</b>	Development with a Single Family Home
<b>Property Description:</b>	This property fronts a limerock road. The property is wooded and level. Well and septic are required for development. The property is in Flood Zone X.
<b>Conditions of Sale:</b>	Negotiated arm's length sale.
<b>Comments:</b>	This property was on the market only 95 days before being placed under contract. The asking price was \$11,500.
<b>Sale History 5 Years:</b>	No arm's length transactions over the past five years



Large Comp Pairing 1



Small Comp Pairing 1

### ANALYSIS OF PAIRING 1

ID	Large Comparable	Small Comparable	Difference
Sale Date	September 28, 2020	September 21, 2020	
Sale Price	\$20,000	\$11,500	\$8,500
Site SF	43,500	20,000	23,500
\$/SF	\$0.46	\$0.58	<b>\$0.36</b>

The difference in size is 23,500 square feet or similar to many of the “½” acre lots in the area, while the difference in price is less than most the ½ acre lots have been selling for. The pairing is a prime example of the added value given by the market for the larger lot size. The indicator for the difference in size is \$0.36 per square foot.

## LARGE COMPARABLE PAIRING 2



<b>Property Type:</b>	Lot
<b>Date of Sale:</b>	October 1, 2020
<b>OR Book/Page:</b>	3894/1280
<b>Sale Price:</b>	\$23,900
<b>Upland SF:</b>	36,907.00
<b>Upland AC:</b>	0.85
<b>Price/Upland SF:</b>	\$0.65
<b>Price/Upland AC:</b>	\$28,118

<b>Location:</b>	North side of Mahoning Avenue, East of Clever Street, Weeki Wachee, Hernando County, Florida
<b>Tax Id No./Brief Legal:</b>	720018/Portion of Section 7, Township 22 South, Range 18 East
<b>Grantor:</b>	Gabriel Acosta
<b>Grantee:</b>	Gregory S. Plehn and Barbara A. Plehn
<b>Zoning/Land Use:</b>	R1C, Residential District
<b>Terms:</b>	All Cash
<b>Verification:</b>	Chelo Alonzo, Florida Luxury Realty, Inc. 352-419-9151 MLS# W7826019 By: Bradley C. Page, MAI, February 2021
<b>Highest &amp; Best Use:</b>	Single Family Home development
<b>Property Description:</b>	This is a wooded parcel fronting on a limerock road that is well maintained for the area. The property is wooded and at grade. The property abuts other residential lots. Well and septic are required for development. The property is in Flood Zone X.
<b>Conditions of Sale:</b>	Negotiated arms-length
<b>Comments:</b>	The property had been listed for 31 days with an asking price of \$24,900.
<b>Sale History 5 Years:</b>	No arms-length transfers

## SMALL COMPARABLE PAIRING NO. 2



<b>Property Type:</b>	Lot
<b>Date of Sale:</b>	August 19, 2020
<b>OR Book/Page:</b>	3879/1562
<b>Sale Price:</b>	\$16,500
<b>Upland SF:</b>	20,000.00
<b>Upland AC:</b>	0.46
<b>Price/Upland SF:</b>	\$0.83
<b>Price/Upland AC:</b>	\$35,870

<b>Location:</b>	East side of Lomita Wren Road, South of Marcella Avenue, Weeki Wachee, Hernando County, Florida
<b>Tax Id No./Brief Legal:</b>	1776028/Portions of Section 7, Township 22 South, Range 18 East
<b>Grantor:</b>	Robert W. Breggersen
<b>Grantee:</b>	Maronda Homes, LLC
<b>Zoning/Land Use:</b>	R-1C, Residential District
<b>Terms:</b>	All Cash
<b>Verification:</b>	Richard DiPalo, Florida Tropics Realty, MLS# W7823760, 352-688-7997, By: Bradley C. Page, MAI, February 2021
<b>Highest &amp; Best Use:</b>	Development with a Single Family Home
<b>Property Description:</b>	This property is an interior lot on the west side of a paved road. The lot is wooded and at to slightly above grade with the roads. Well and septic are required for development. The lot is in Flood Zone X.
<b>Conditions of Sale:</b>	Negotiated, arms-length
<b>Comments:</b>	The lot was listed for \$17,500 for 14 days prior to being placed under contract.
<b>Sale History 5 Years:</b>	No arm's length transactions over the past five years





Large Comp Pairing 2



Small Comp Pairing 2

## ANALYSIS OF PAIRING 2

ID	Large Comparable	Small Comparable	Difference
Sale Date	October 1, 2020	August 19, 2020	
Sale Price	\$23,900	\$16,500	\$7,400
Site SF	36,907	20,000	16,907
\$/SF	\$0.65	\$0.83	<b>\$0.44</b>

This pairing has the one of the smallest difference in sizes and shows the indicator for the difference to be within the range of the other pairings. The smaller lot has paved road frontage while the larger lots fronts a limerock road. The indicator for the difference is lower than the indicator for both the larger and smaller lots. The indicator of \$0.44 per square is considered a good indication of the differences in sizes.

## LARGE COMPARABLE PAIRING 3



<b>Property Type:</b>	Lot
<b>Date of Sale:</b>	December 18, 2020
<b>OR Book/Page:</b>	3928/1944
<b>Sale Price:</b>	\$22,000
<b>Upland SF:</b>	36,713.00
<b>Upland AC:</b>	0.84
<b>Price/Upland SF:</b>	\$0.60
<b>Price/Upland AC:</b>	\$26,190

<b>Location:</b>	East side of Marsh Hawk Road at Persimmon Avenue, Weeki Wachee, Hernando County, Florida
<b>Tax Id No./Brief Legal:</b>	744886/Portions of Section 31, Township 21 South, Range 18 East
<b>Grantor:</b>	Charles M. Procaccini and Nina Procaccini
<b>Grantee:</b>	Rodney Sergel and Marlene Sergel
<b>Zoning/Land Use:</b>	R-1C, Residential District
<b>Terms:</b>	Cash to Seller
<b>Verification:</b>	Richard DiPalo, Florida Tropics Realty, MLS# W7829031, 352-688-7997, By: Bradley C. Page, MAI, February 2021
<b>Highest &amp; Best Use:</b>	Development with a Single Family Home
<b>Property Description:</b>	This parcel is a wooded one acre property on a paved road. The property is irregular in shape. Well and septic are required for development. The property is in Flood Zone X.
<b>Conditions of Sale:</b>	Negotiated arm's length sale
<b>Comments:</b>	The property was listed for \$22,000 prior to selling for \$22,000 after 3 days on the market. The property was listed as a short sale; however, this status did not affect the marketing and sale for this property.
<b>Sale History 5 Years:</b>	No previous sales in the past five years.

## SMALL COMPARABLE PAIRING NO. 3



<b>Property Type:</b>	Lot
<b>Date of Sale:</b>	September 3, 2020
<b>OR Book/Page:</b>	3885/920
<b>Sale Price:</b>	\$12,900
<b>Upland SF:</b>	20,000.00
<b>Upland AC:</b>	0.46
<b>Price/Upland SF:</b>	\$0.65
<b>Price/Upland AC:</b>	\$28,043

<b>Location:</b>	Southeast side of Mountain Dove Road, West of Oregon Road, Weeki Wachee, Hernando County, Florida
<b>Tax Id No./Brief Legal:</b>	745153/Portions of Section 31, Township 21 South, Range 18 East
<b>Grantor:</b>	Hernando Land and Timber Corp
<b>Grantee:</b>	Last Frontier Properties, LLC
<b>Zoning/Land Use:</b>	R-1C, Residential District
<b>Terms:</b>	Cash to Seller
<b>Verification:</b>	Elizabeth Dugherty, Keller Williams Realty Elite Partners 352-389-4663, MLS #W7825352, By: Bradley C. Page, MAI, February 2021
<b>Highest &amp; Best Use:</b>	Development with a Single Family Home
<b>Property Description:</b>	This property included a wooded level lot with a home to the east and west. The road is paved. Well and septic are required. The lot is in Flood Zone X.
<b>Conditions of Sale:</b>	Negotiated arm's length sale
<b>Comments:</b>	The property had been listed for 17 days prior to sale. The asking price had been \$12,900.
<b>Sale History 5 Years:</b>	No arm's length transactions over the past five years





Large Comp Pairing 3



Small Comp Pairing 3

### ANALYSIS OF PAIRING 3

ID	Large Comparable	Small Comparable	Difference
Sale Date	December 18, 2020	September 3, 2020	
Sale Price	\$22,000	\$12,900	\$9,100
Site SF	36,713	20,000	16,713
\$/SF	\$0.60	\$0.65	<b>\$0.54</b>

For this pairing, the larger and smaller comparables are on paved roads. The difference is for size primarily with this pairing having the smallest difference. The larger comparable has an indicator of \$0.60 per square foot and is similar to the indicator for the smaller comparable of \$0.65 per square foot. The impact of the paved roads appears to have no impact on the indicator to be applied for size difference. The indicator for the difference of \$0.54 per square foot is lower than that of both the larger and smaller lot for the pairing.



# LARGE COMPARABLE PAIRING 4



<b>Property Type:</b>	Lot
<b>Date of Sale:</b>	November 16, 2020
<b>OR Book/Page:</b>	3915/669
<b>Sale Price:</b>	\$25,000
<b>Upland SF:</b>	43,531.00
<b>Upland AC:</b>	1.00
<b>Price/Upland SF:</b>	\$0.57
<b>Price/Upland AC:</b>	\$25,000

<b>Location:</b>	South Side of Thrasher Road east of Night Heron Road, Weeki Wachee, Hernando County, Florida
<b>Tax Id No./Brief Legal:</b>	789775/Portions of Section 18, Township 21 South, Range 18 East
<b>Grantor:</b>	Avrille M Johnston
<b>Grantee:</b>	Patrick and Vickey Monan
<b>Zoning/Land Use:</b>	R-1C, Residential District
<b>Terms:</b>	Cash to Seller
<b>Verification:</b>	Jessica Schmidt, Florida Luxury Realty, Inc. 727-992-2018, MLS #W7825175, By: Bradley C. Page, MAI, February 2021
<b>Highest &amp; Best Use:</b>	Development with a Single Family Home
<b>Property Description:</b>	This parcel is a rectangular 1 acre lot fronting a paved road. Well and septic are required for development. The property is in Flood Zone X.
<b>Conditions of Sale:</b>	Negotiated arm's length sale
<b>Comments:</b>	The property was listed for \$25,000 prior to selling at the asking price after 71 days on the market.
<b>Sale History 5 Years:</b>	No previous sales in the past five years.

## SMALL COMPARABLE PAIRING NO. 4



<b>Property Type:</b>	Lot
<b>Date of Sale:</b>	September 28, 2020
<b>OR Book/Page:</b>	3896/356
<b>Sale Price:</b>	\$14,900
<b>Upland SF:</b>	25,817.00
<b>Upland AC:</b>	0.59
<b>Price/Upland SF:</b>	\$0.58
<b>Price/Upland AC:</b>	\$25,254

<b>Location:</b>	Northeast corner of Thrasher Avenue and Mellon Road, Weeki Wachee, Hernando County, Florida
<b>Tax Id No./Brief Legal:</b>	798998/Portions of Section 18, Township 21 South, Range 18 East
<b>Grantor:</b>	Richard Grosch Jr
<b>Grantee:</b>	Maronda Homes, LLC
<b>Zoning/Land Use:</b>	R-1C, Residential District
<b>Terms:</b>	Cash to Seller
<b>Verification:</b>	Richard DiPalo, Florida Tropic Realty, Inc. 352-584-6588, MLS W7813390 By: Bradley C. Page, MAI, February 2021
<b>Highest &amp; Best Use:</b>	Development with a Single Family Home
<b>Property Description:</b>	This property included a wooded level lot on the corner of two limerock roads that are well maintained. Well and septic are required for development. The lot is in Flood Zone X.
<b>Conditions of Sale:</b>	Negotiated arm's length sale
<b>Comments:</b>	The property had been listed for 274 days prior to sale. The asking price had been \$15,900 prior to selling for \$14,900.
<b>Sale History 5 Years:</b>	No arm's length transactions over the past five years



Large Comp Pairing 4



Small Comp Pairing 4

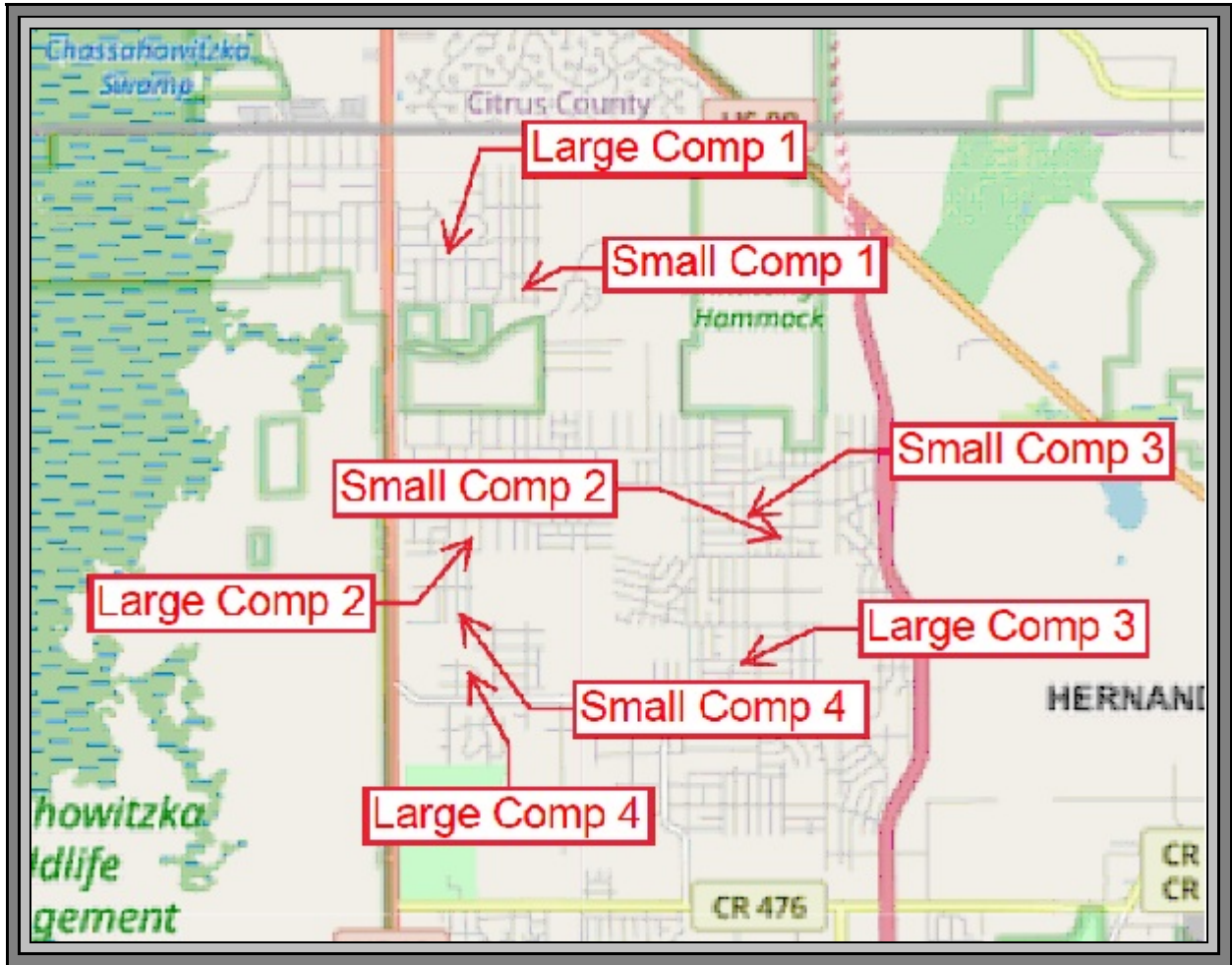
### ANALYSIS OF PAIRING 4

ID	Large Comparable	Small Comparable	Difference
Sale Date	August 20, 2020	October 1, 2020	
Sale Price	\$25,000	\$14,900	\$10,100
Site SF	43,531	25,817	17,714
\$/SF	\$0.57	\$0.58	<b>\$0.57</b>

Both the large and small comparable for Pairing 4 front paved ,Thrasher Avenue. The small comparable is a corner location with the larger lot being interior. The size difference is 17,714 square feet or less than a ½ acre lot. The indicators for both are similar at \$0.57 and \$0.58 per square foot. Accordingly, the indicator for the difference is \$0.57 per square foot.



Following is the comparable location map.



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

#### **ELEMENTS OF COMPARISON**

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

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

**Condition of Sale** - The comparables all represented arm's length transactions and, therefore, no

adjustments were required.

**Date of Sale** - The comparables range from March 17, 2021 to August 13, 2021. The comparables are considered to reflect current pricing levels noting the market is very active with upward trends in pricing.

**FINAL RECONCILIATION**

Pairing 1 included pairing a larger lot on a limerock road with a smaller lot on a limerock road. The difference in pricing and size supports an indicator of \$0.61 per square foot for Pairing 1. The indicator for the difference is lower than the indicator for both the small and large lot. Pairing 2 includes a lower indicator of \$0.75 per square foot for the larger parcel than the \$0.86 per square foot indicator for the smaller parcel. The indicators for both comparables in the pairing is higher than that for the difference of \$0.63 per square foot with the difference being 43,335 square feet, or the largest for any pairing.

Pairing 3 includes the smallest difference in size and price, 12,612 square feet and \$4,500. The indicator for the smaller comparables is the highest of all the indicators and is higher than that of the larger comparable in the pairing. The larger comparable has a corner location on limerock roads with the smaller comparable fronting a paved road. The indicator for the pairing is \$0.36 per square foot. Pairing No. 4 includes a larger and smaller lot on limerock roads. Both are interior locations. The indicator for the difference is \$0.65 per square foot or lower than the indicator for both the large and small comparables in the pairing.

The overall indicators range from \$0.36 to \$0.65 per square foot. All four pairings have indicators for the difference that is below the indicators for the comparables. Basically equal weight is given to each of the pairings. The fact the indicators for the difference are all lower than the indicators for the comparable lot sales is supportive of the indicator for the subject under its highest and best use. Based on the data, the appropriate indicator is \$0.55 per square foot. The Market Value as of December 28, 2021 is as follows:

Site Size (SF)		Indicator \$/Upland SF		Market Value
66,373	x	\$0.55	=	\$36,505
			(RD)	\$37,000

# **A D D E N D A**

**PURCHASE ORDER**



# PURCHASE ORDER



**SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT**

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

**PURCHASE ORDER NUMBER:  
22PO0000384**

**Modification Number:**

**ORDER TOTAL: \$4,800.00**

**ORDER DATE:** 12/13/21

**EXPIRATION DATE:** 9/30/22

**SHIP To:** Real Estate Services  
Michelle Payne  
2379 Broad Street  
Building 6  
Brooksville, FL 34604-6899

**BILL To:** Accounts Payable  
P.O. Box 15436  
Brooksville, Florida 34604-5436  
Or Email to: [invoices@watermatters.org](mailto:invoices@watermatters.org)

**DEPT. CONTACT:** Allison McMichael  
352-7967211, ext. 4471

**PROCUREMENT**

**CONTACT:** Melodie Miler  
352-796-7211, ext. 4154

**FOB:** FOB Dest, Freight Allowed

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

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

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Line Total
1	0.00		\$0.00	\$4,800.00	\$4,800.00

RFQ Title: Annutteliga Hammock Surplus Project AH-2 dated 12/2/21.

Individual appraisal reports needed on 5 parcels of District land in Hernando County. Each SWF No is considered a parcel whether comprised of a single or multiple lots.

SWF 15-228-1351S  
SWF 15-228-1352S  
SWF 15-228-1443S  
SWF 15-228-1623S  
SWF 15-228-1723S

SPECIFICATIONS ON ATTACHED EXHIBIT A.

Double Lot Appraisals 2 @ \$1,200.00 = \$2,400.00  
Single Lot Appraisals 3 @ \$800.00 = \$2,400.00

If you have any questions or concerns, please call Allison McMichael at 352-796-7211 ext 4471.

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

**PO Total: \$4,800.00**

**BILLING INSTRUCTIONS**

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

**VENDOR ACKNOWLEDGMENT AND INSTRUCTIONS**

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

Authorized Signature

*Felicia Holmes*

Page Number: 1 of 3  
Date Printed: December 13, 2021

## PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order issued by the Southwest Florida Water Management District (District) constitutes a binding contract under the terms and conditions contained herein and on attachments hereto when accepted by the Vendor/Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes (F.S.).
2. All invoices must include this Purchase Order number and be mailed to the "Bill To" address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Contractor fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S., and the provisions of the Uniform Commercial Code, Chapters 671 and 672, F.S. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hernando County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Vendor/Contractor warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months, and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise such coverage will be afforded to the subcontractor by the Vendor/Contractor's insurance policies. Such insurance will be available for District review upon request.
9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.
10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.
11. All materials, drawings or other items provided by the District to Vendor/Contractor will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.
12. Materials will be properly packaged and marked with the Purchase Order number.
13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.
14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B shipping point, the Vendor will prepay shipping charges and include them on the invoice.
15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.
16. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.
17. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

### SERVICES - ADDITIONAL TERMS AND CONDITIONS

18. The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create, any relationship between the District and any subcontractor of Contractor.
19. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Contractor will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District. The Contractor and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
20. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District.
21. In the event of any national, state or local emergency which significantly affects Vendor/Contractor's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Contractor's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

### ALTERNATIVE TERMS AND CONDITIONS

**If Vendor/Contractor is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:**

22. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity or any lawful defenses or extend either party's liability beyond the limits established in Section 768.28, F.S. The obligations contained in this paragraph will survive acceptance of the goods or services by the District.

The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Purchase Order. Invoice documentation submitted to the District under this Purchase Order must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.

**If Contractor is a design professional under 725.08, F.S., the following provision shall replace paragraph 4 of this Purchase Order:**

23. Contractor's liability is limited as provided in this Section 23. Contractor agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, F.S. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.

**ADDENDUM TO PURCHASE ORDER  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

This Addendum is hereby incorporated into and made a part of this Purchase Order.

1. Paragraph 1 of the Purchase Order Terms and Conditions is hereby replaced with the following:

**PROJECT RECORDS AND DOCUMENTS**

1.1 The **VENDOR/CONTRACTOR**, upon request, shall permit the **DISTRICT** to examine or audit all **SERVICES** related records and documents during or following completion of the **SERVICES** at no cost to the **DISTRICT**. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the **2D PARTY** shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the **VENDOR/CONTRACTOR** under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the **DISTRICT**, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The **VENDOR/CONTRACTOR** shall maintain all such records and documents for at least five (5) years following completion of the **SERVICES**. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The **2D PARTY** and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

1.2 Each party shall allow public access to the **SERVICES** documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the **VENDOR/CONTRACTOR** shall (1) keep and maintain public records required by the **DISTRICT** to perform the **SERVICES**; (2) upon request from the **DISTRICT'S** custodian of public records, provide the **DISTRICT** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the **VENDOR/CONTRACTOR** does not transfer the records to the **DISTRICT**; and (4) upon completion of this Agreement, transfer, at no cost to the **DISTRICT**, all public records in possession of the **VENDOR/CONTRACTOR** or keep and maintain public records in possession of the **VENDOR/CONTRACTOR** to keep and maintain public records required by the **DISTRICT** to perform the **SERVICES**. If the **VENDOR/CONTRACTOR** transfers all public records to the **DISTRICT** upon completion of this Agreement, the **VENDOR/CONTRACTOR** shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the **VENDOR/CONTRACTOR** keeps and maintains public records upon completion of this Agreement, the **VENDOR/CONTRACTOR** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **DISTRICT**, upon request from the **DISTRICT'S** custodian of public records, in a format that is compatible with the information technology systems of the **DISTRICT**.

**1.3 IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at [RecordsCustodian@Watermatters.org](mailto:RecordsCustodian@Watermatters.org), or at the following mailing address:**

Public Records Custodian  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899

Any changes to the above contact information will be provided to the **VENDOR/CONTRACTOR** in writing.

1.4 This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

Page Number: 3 of 3

# QUALIFICATIONS

## Bradley C. Page, MAI

### EDUCATION:

Graduate of University of West Florida, Pensacola, Florida  
Bachelor of Science Degree

### PROFESSIONAL AFFILIATIONS:

- MAI - Member of Appraisal Institute, Member Number 10,521
- State-Certified General Appraiser, State of Florida RZ 0001535
- Associate Instructor for the Appraisal Institute
- Broker's License, State of Florida BK 0541288
- Charter Member of the New Tampa Rotary Club

### EXPERT WITNESS TESTIMONY

- Hillsborough County Court
- Pasco County Court
- Sarasota County Court
- Federal Bankruptcy Court
- Federal Tax Court

### PROFESSIONAL EDUCATION:

#### College Courses

- Real Estate Law
- Real Estate Investment Analysis
- Real Estate Marketing

#### Courses completed under the direction of the Appraisal Institute:

- Real Estate Principles, 1A1
- Standards of Professional Appraisal Practice - Part A
- Standards of Professional Appraisal Practice - Part B
- Basic Valuation Procedures, 1A2
- Capitalization & Theory Techniques Part A
- Capitalization & Theory Techniques Part B
- Case Studies in Real Estate Valuation, 2-1
- Report Writing and Valuation Analysis, 2-2
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics

#### Seminars

- Maximizing the "Value" of an Appraisal Practice
- The Comprehensive Appraisal Workshop
- Fair Lending and The Appraiser
- The Internet and Appraising
- Tree Trunk Formula
- USPAP/Core Law Update for Appraisers
- Data Confirmation &
- Appraisal Consultation

- Real Estate Investment Analysis
- Real Estate Brokerage/Management
- Condemnation Appraising - Basic Principles & Applications
- Condemnation Appraising - Advanced Topics & Applications
- PLAM Seminars sponsored by FDEP
- Attacking & Defending an Appraisal in Litigation
- Conservation Easements
- GIS Mapping and Valuation Tools
- Instructor Leadership & Development Conference

**PROFESSIONAL EXPERIENCE:**

Currently, President of Valuation Advisors  
 Senior Appraiser with Trigg, Catlett & Associates, Tampa, Florida  
 Researcher with M. Eugene Presley, MAI & Associates, Inc., Pensacola Florida

**TYPE OF APPRAISALS:**

Less Than Fee Appraisals, Conservation Easements, Remainder Interests, Appraisals for Litigation Issues including Eminent Domain, Title Issues, Bankruptcy, Partnership disputes, Appraisals for Estate Planning and IRS disputes to include minority interest analysis, Appraisal of Spring Influenced and Watershed Protection Properties, Appraisal of Mines and Properties with Mineral Reserves, Apartment Complexes, Hotels/Resorts, Acreage Tracts Including Ranches and Development Properties, Industrial Buildings, Commercial Buildings, Day Cares, Warehouses, Large Manufacturing Facilities, Leased Fee Interests, Leasehold Interest, Vacant Land, Office Buildings, Condominiums, Private Schools, Stand Alone Retail Buildings, Shopping Centers, Cold Storage Facilities, Subdivision Developments Including the Analysis of a Community Development District Interest, Restaurants, Residential Properties, and Appraisal Reviews

**CONSULTATIONS:**

Analysis of Internal Rate of Return for Investments, Highest and Best Use Studies, and Specialized Market Studies to Include Market Surveys, as well as Analysis of Value Impacting Issues Ranging from Special Investor Criteria to Impacts of External Factors on Existing Properties

**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE****February 22, 2022****Discussion: Action Item: Offer for Surplus Lands – Green Swamp (GSE-7), SWF Parcel No. 10-200-1286S***Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase for Green Swamp (GSE-7), SWF Parcel No. 10-200-1286S, 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-7 property could be a surplus property if a conservation easement was retained over the property.

The GSE-7 parcel comprises approximately 111 acres, has a long triangular configuration, and is landlocked without legal access. The property has been listed with Saunders Real Estate since April 2017. 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 current offer is from an adjacent landowner, is the highest bid received to purchase the property, and is above appraised value.

*Summary of Value and Offer*

The most recent appraisal of the property has a valuation date of January 19, 2022. 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 recreational use with one residential dwelling and sets forth the appraised value of the property encumbered with a conservation easement of \$133,000, or approximately \$1,200 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 highest offer received for this property is \$133,200.

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 limit and restrict the future use and development of the property.

- The purchase price is fixed without adjustment provisions.
- The buyer will make a deposit of 5 percent of the contract price, or \$6,660 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 \$7,992 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, J.D., Land Resources Bureau Chief



Exhibit 1

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

**CONTRACT FOR SALE AND PURCHASE**

**THIS Contract for Sale and Purchase** (Contract) is made this 1/26/2022 day of 2022, 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 CSG Ranch, LLC, having an address of PO Box 2561, Lakeland, FL 33806 (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 One hundred thirty three thousand two hundred and 00/100 dollars (\$133,200) 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 forty-five (45) days from the effective date referenced in Paragraph 2, unless this

Contract for Sale and Purchase  
Parcel Name: GSE-7  
SWF Parcel No.: 100-200-1286S

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 Real Estate in the amount of \_\_\_\_\_ dollars (\$ 7,992 ), 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-7  
 SWF Parcel No.: 10-200-1286s

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 fifteen (15) 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: GSE-7  
SWF Parcel No.: 10-200-1286s

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 forty five (45) 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 forty five (45) 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)

Exhibit "A"  
Legal Description

Legal Description Parcel

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COPY

**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.



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: \_\_\_\_\_

  
\_\_\_\_\_  
Witness

Alaina Southern  
\_\_\_\_\_  
Printed Name

By: 

Name: SAL CAMPBELL

Title: MANAGER

Date: 1-25-22

  
\_\_\_\_\_  
Witness

CRIS AVISO  
\_\_\_\_\_  
Printed Name

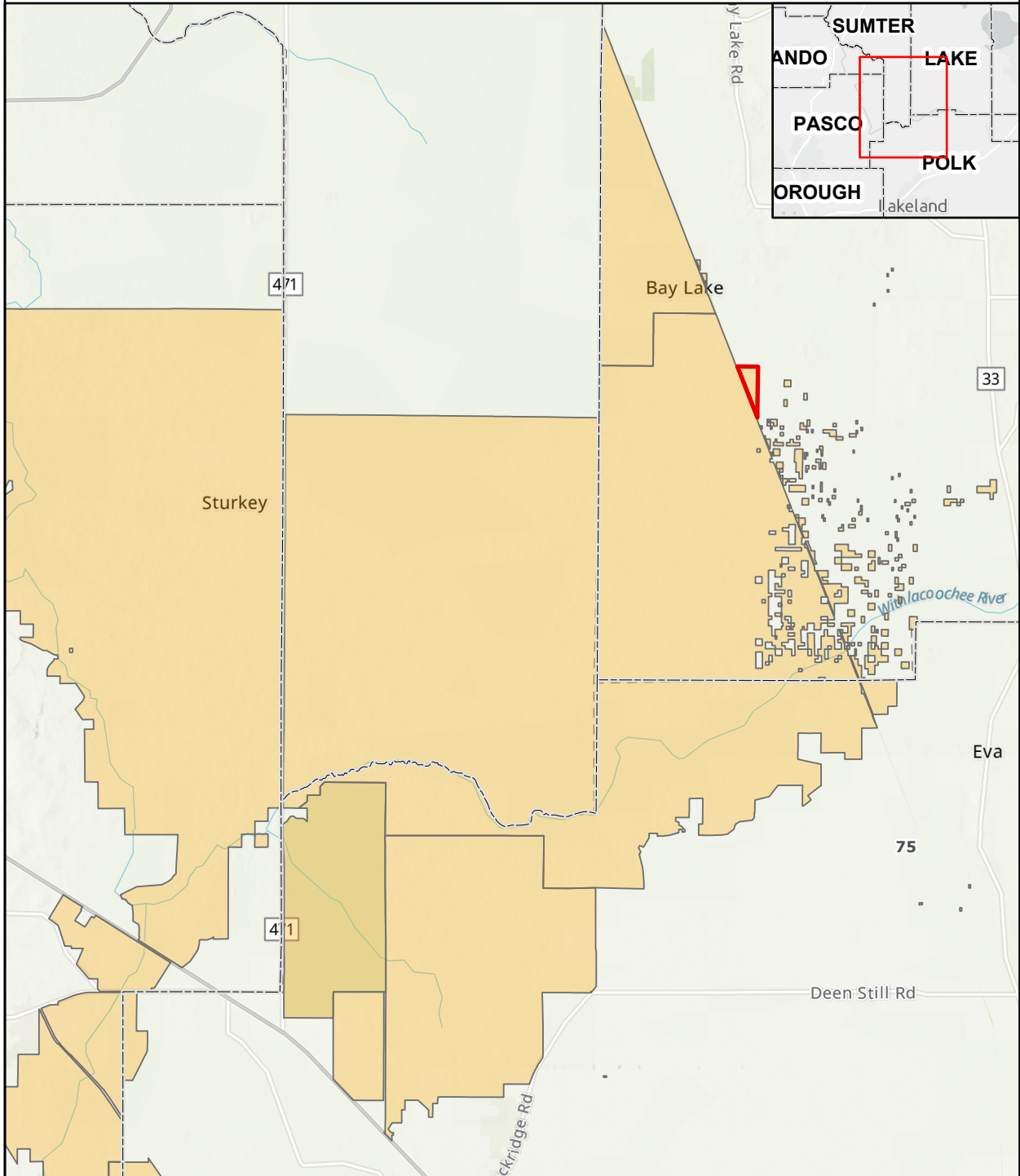
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Name: \_\_\_\_\_

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

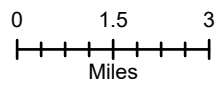
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**Exhibit 2**  
**Green Swamp Wilderness Preserve East Tract**  
**SWF Parcel No. 10-200-1286S, Surplus ID GSE-7**  
**Location Map**



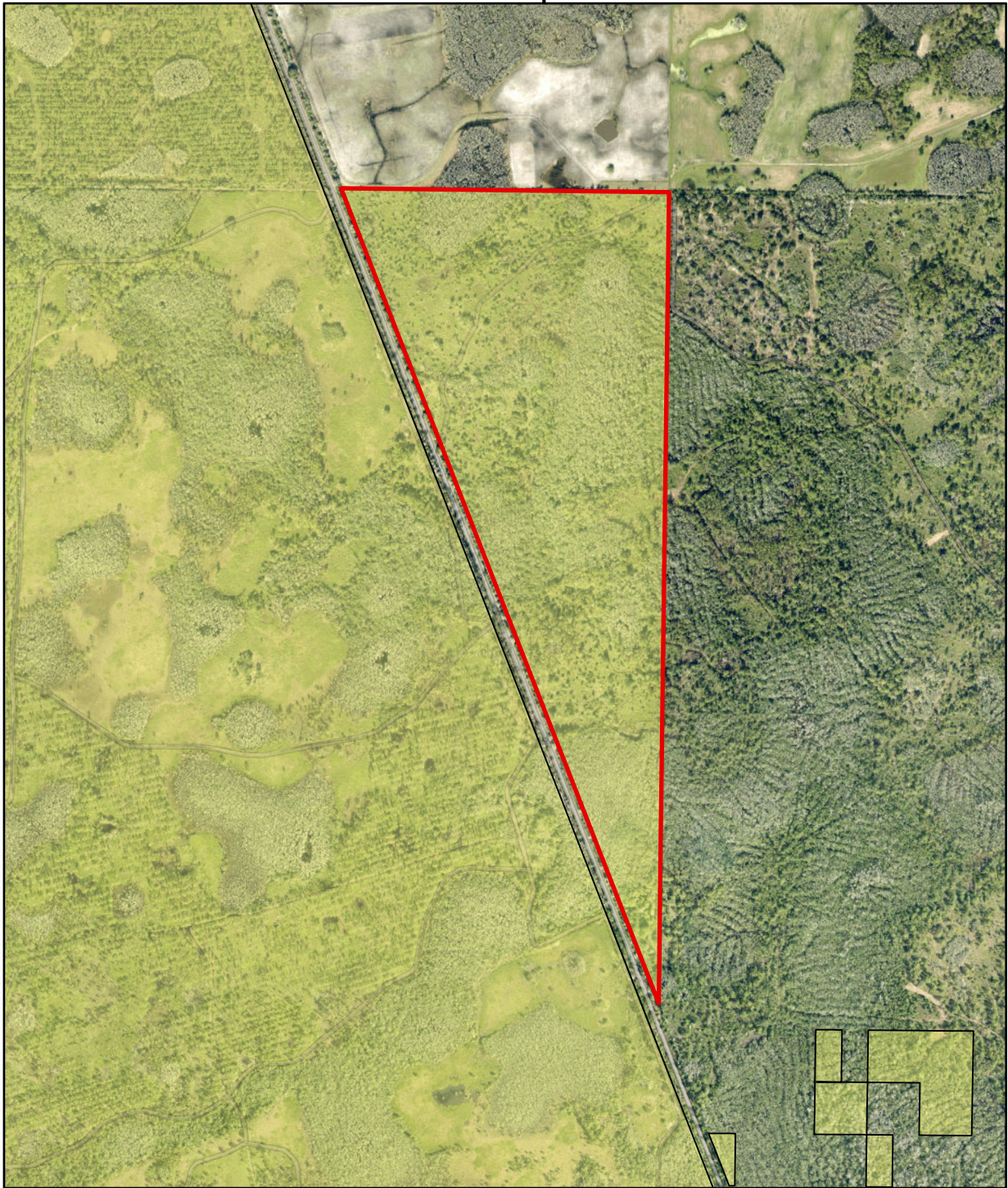
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- SWF Parcel 10-200-1286S
- District Owned Lands Fee Simple







**Exhibit 3**  
**Green Swamp Wilderness Preserve East Tract**  
**SWF Parcel No. 10-200-1286S, Surplus ID GSE-7**  
**Site Map**



State of Florida, Maxar, Esri Community Maps Contributors, FDEP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  SWF Parcel 10-200-1286S
-  District Owned Lands Fee Simple

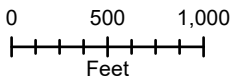


Exhibit 4

Comparable Sales Chart and Adjustment Grid – After Acquisition Valuation

Sale Number	Subject	Sale #1	Sale #2	Sale #3	Sale #4
Location	Van Fleet Trail	Lake Harney Road	Jack Pines Lane	Oil Well Rd	W. Spring Cove Rd.
City		Osteen	Ormond Beach	Clermont	Homosassa
County	Lake	Volusia	Volusia	Lake	Citrus
Sale Date	N/A	Feb 2021	July 2020	May 2021	Dec. 2020
Sale Price	N/A	\$90,000	\$276,000	\$250,000	\$109,100
Size: Acres	111	112.55	280	167.35	147.19 ac.
Shape:	Triangular	Rectangular	Irregular	Irregular	Irregular
Zoning/Land Use Classif.	Ag/Conserv	Environmental Systems Corr	Forestry Resource/ESC	Ag / RR	Coastal Lake/Resid.
% Uplands	48.7% +/-	10.7%	29.6% +/-	5.3% +/-	3%
Access:	Poor/via walking VanFleet Trail	Dirt Road partially submerged during wet season	No legal access; trails to within about 50 feet	Paved road frontage	Paved Road frontage
Use Restrictions:	No building	Conservation. Easement	No building	Can build huts or cabins only	Conservation Easement; No building
Unadjusted \$/gross acre	N/A	\$800	\$986	\$1,494	\$741
Adjustments:					
Conditions of Sale	-	Similar	Similar	Similar	Similar
Financing	-	Similar	Similar	Similar	Similar
Sale Date	-	<u>Inferior</u>	<u>Inferior</u>	<u>Similar</u>	<u>Inferior</u>
Adjusted Sales Price	-	\$90,000	\$276,000	\$250,000	\$109,100
Adjusted \$/gross acre	-	\$803	\$986	\$1,494	\$741
Physical Adjustments:					
Location	Average	Similar	Similar	Similar	Similar
Size	111 acres	Similar	Similar	Similar	Similar
Shape	Triangular	Superior	Similar	Similar	Similar
Access	Van Fleet Trail	Similar	Slightly Inferior	Much Superior	Much Superior
% Uplands	48.7%	Much Inferior	Similar	Inferior	Much Inferior
Use Restrictions	No building	Similar	Similar	Superior	Similar
Zoning/Land Use Classif	Ag/Conserv	<u>Similar</u>	<u>Similar</u>	<u>Similar</u>	<u>Similar</u>
Overall Comparison	-	Inferior	Slightly Inferior	Superior	Inferior
\$ / Gross Acre		\$800	\$986	\$1,494	\$741

**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE****February 22, 2022****Discussion: Action Item: Budget Transfer for Edward Medard Reservoir Toe-drain Rehabilitation***Purpose*

Request approval of a \$2,155,000 budget transfer from the Hidden Lake/Yellow Lake Flood Protection (N967) and the Dale Mabry Henderson Trunkline - Upper Peninsula Watershed Drainage Improvements (N748) Cooperative Funding Initiative projects to the Medard Dam Toe Drain Replacements (B837).

*Background/History*

The American Cyanamid Company's phosphate mining operation excavated a 770-acre area across a 2-mile length of the Little Alafia River. In 1970, the Medard Reservoir was created when the mine site was reclaimed, and a berm and spillway were built to impound the Little Alafia River. After the company completed its reclamation, it donated the land that now makes up the reservoir and dam to the District. This site was originally known as Pleasant Grove Reservoir and was renamed Edward Medard Park and Reservoir in honor of Mr. Edward Medard, a District Governing Board member. The Medard Dam and Reservoir is one of the four District facilities that are classified as High Hazard Potential Facilities in the National Inventory of Dams.

An important element of the District's monitoring of Medard Dam is measuring the water levels in a network of shallow monitor wells located in the earthen dam. These wells monitor the water levels in the dam to evaluate its stability and monitor the hydraulic connection between the reservoir and the low areas downstream of the dam. In February 2021, data anomalies were detected in one of the wells. Field evaluation occurred to determine the cause of the anomalies and appropriate actions that needed to be taken. The monitor well where the anomaly was observed is near the dam's toe-drain system. Toe-drains are installed along the downstream side of the dam to collect and remove the water that seeps through the dam from the reservoir. The collection and removal of this water reduces the risk of soil movement and improves the stability of the earthen dam. In March 2021, under the direction of the District's engineering consultant, monitoring and maintenance of the monitor wells and toe-drains were conducted around the area of concern. It was determined the north toe-drain was the likely cause of the anomalies and required replacement.

The District budgeted \$95,000 for design, permitting, and construction engineering services, and \$550,000 for construction of the Medard Reservoir Toe-Drain Replacement with the FY2022 adopted budget. The funds were designated for the replacement of the north toe-drain. Subsequent to the budget submittal, the District initiated a Geotech investigation at the recommendation of the District's engineering consultant. The consultant recommended investigating the north toe-drain, south toe-drain, and swale. In September 2021, the Site Investigation Report showed that in addition to the north toe-drain replacement, the south toe-drain required replacement and both the north and south toe-drains require installation of vertical drainage wells which collect and remove seepage water from deeper portions of the dam. These additional repairs were not known in time for inclusion with the FY2022 budget. The need for swale improvements will be further evaluated after the replacement toe-drains are installed.

The Hidden Lake/Yellow Lake Flood Protection and the Dale Mabry Henderson Trunkline - Upper



Peninsula Watershed Drainage Improvements projects were FY2019 Cooperative Funding Initiative projects with Pasco County and the City of Tampa, respectively. At the November 16, 2021 Governing Board meeting, the Board approved not moving forward with the Hidden Lake/Yellow Lake Flood Protection project after the design package provided by Pasco County included watershed modeling updates that were unable to confirm the flood protection benefits. Therefore, the funds originally budgeted for final design and construction are no longer required. Additionally, the Dale Mabry Henderson Trunkline - Upper Peninsula Watershed Drainage Improvements project was recently completed without the use of budgeted construction contingency funds.

*Benefit/Costs*

A budget transfer for the replacement of the north and south toe-drains, to improve the integrity of the Medard Dam prior to the 2022 Atlantic Hurricane Season, is required in the amount of \$2,155,000 in addition to the current budget of \$645,000, for a total of \$2,800,000 for design, permitting, engineering, and construction costs.

Staff Recommendation:

Approve the budget transfer of \$2,155,000 to the Medard Reservoir Toe-Drain Rehabilitation project (B837) with:

- \$655,000 from the Hidden Lake/Yellow Lake Flood Protection CFI project (N967), and
- \$1,500,000 from the Dale Mabry Henderson Trunkline - Upper Peninsula Watershed Drainage Improvements CFI project (N748).

Presenter:

Jerry Mallams, P.G., Operations Bureau Chief

**Governing Board Meeting**  
**February 22, 2022**

**6. REGULATION COMMITTEE**

6.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion..... 154

6.2 **Discussion:** Action Item: Denials Referred to the Governing Board ..... 155



**REGULATION COMMITTEE**

**February 22, 2022**

**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**

**February 22, 2022**

**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**  
**February 22, 2022**

**7. GENERAL COUNSEL'S REPORT**

7.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion ..... 156

7.2 **Discussion:** Information Item: Knowledge Management: Governing Board Policy Update  
- Defense of Civil Suits and Indemnification ..... 157

**GENERAL COUNSEL'S REPORT**

**February 22, 2022**

**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**

**February 22, 2022**

**Discussion: Information Item: Knowledge Management: Governing Board Policy Update - Defense of Civil Suits and Indemnification**

The Office of General Counsel is responsible for periodically reviewing the Governing Board's policies concerning legal matters. The existing Governing Board policy, entitled "Defense of Civil Suits; Indemnification" (Policy), sets forth the protections guaranteed to District officers and employees when a lawsuit is brought against them for an action relating to their employment or function. The purpose of this agenda item is to provide an overview of the proposed changes to the Policy that specify when the District will provide legal counsel to defend District officers and employees in certain civil actions.

Generally, the Policy provides legal protections for officers and employees against claims that arise in the course of the officer's or employee's employment or function, unless the officer or employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Additionally, the Policy provides that the District shall pay any judgment, costs, and reasonable attorneys' fees awarded against an officer or employee under the foregoing circumstances.

In addition to minor formatting changes, District staff recommend revising the Policy to clarify when the District will provide legal counsel such that the language is consistent with Florida law. The proposed revised language is shown in the attached exhibit. The revised Policy will be brought back to the Governing Board for consideration and approval on the consent agenda for the March 2022 Governing Board meeting.

**Staff Recommendation:**

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

**Presenter:**

Megan Albrecht, Senior Attorney

# DRAFT

## GOVERNING BOARD POLICY

Southwest Florida Water Management District

**Title: Legal – Defense of Civil Suits; Indemnification**

**Document Owner:** Office of General Counsel

**Approved By:** Board Chair

**Effective Date:** 03/22/2022

**Supersedes:** 09/24/2013

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### PURPOSE

The purpose of this Governing Board Policy (“Policy”) is to set forth the protections guaranteed to officers and employees of the Southwest Florida Water Management District (“District”) when a lawsuit is brought as the result of any act or omission of action by an officer or employee who was acting within the scope of his or her employment or function.

### SCOPE

This Policy applies to all District officers and employees.

### AUTHORITY

Sections 373.083(1), 373.129(4), Florida Statutes

### STANDARDS

The District shall indemnify its officers and employees for and defend against any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of any of its officers or employees arising out of and in the scope of the officer’s or employee’s employment or function, unless, in the case of a tort action, the officer or employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

## **GOVERNING BOARD POLICY**

**Title: Legal – Defense of Civil Suits; Indemnification**

**Effective Date: 03/22/2022**

**Page 2 of 3**

### **DEFINITIONS**

As used in this Policy, the term “officer” means any Governing Board member; the term “employee” means the Executive Director, General Counsel, Inspector General, or any staff or employee of the Southwest Florida Water Management District.

### **DISTRIBUTION**

This document will be stored in the Governing Document Repository.

### **POLICY DESCRIPTION**

Defense of such civil action includes, but is not limited to, any civil rights lawsuit seeking relief personally against the officer or employee for an act or omission under color of state law, custom, or usage, wherein it is alleged that such officer or employee has deprived another person of his/her rights secured under the United States Constitution or laws.

The District shall seek to assure that any civil action is brought exclusively against the District and that no officer or employee is named as a party defendant in any such civil action, except civil actions in which the District is not a proper party.

In any civil action seeking relief personally against any officer or employee for any act or omission of action arising out of and in the scope of the officer’s or employee’s employment or function, the District shall provide an attorney to defend such action, unless, in the case of a tort action, the officer or employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

The District shall pay any final judgment, including damages, costs and reasonable attorney’s fees in any such civil action, unless, in the case of a tort action, the officer or employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, or unless in a civil rights action, the officer or employee has been determined in the final judgment to have caused the harm intentionally. The District may seek recovery of any attorney’s fees, judgements or settlements in accordance with Chapter 111, Florida Statutes.

This Policy is not intended, and shall not be construed, as a waiver of sovereign immunity, a waiver of any other defense or immunity to any claim or civil action, or an extension of the limits provided in section 768.28, Florida Statutes.

### **REFERENCES**

Sections 768.28, 111.07, 111.071, 111.072, Florida Statutes

### **REVIEW PERIOD**

This Policy will be reviewed on annual basis.



**GOVERNING BOARD POLICY**

**Title: Legal – Defense of Civil Suits; Indemnification**

**Effective Date: 03/22/2022**

**Page 3 of 3**

**DOCUMENT DETAILS**

Document Name	Defense of Civil Suits; Indemnification
Formerly Known As	N/A
Document Type	Policy
Author(s)	General Counsel
Reviewing Stakeholder(s)	Office of General Counsel, Governing Board
Document Owner Name	Chris Tumminia
Document Owner Title	General Counsel
Review Period (in days)	365
Span of Control	Governing Board
Supersedes Date	09/24/2013
Effective Date	03/22/2022

**APPROVAL**

\_\_\_\_\_  
Kelly Rice  
Chair

\_\_\_\_\_  
Date

**COMMITTEE/LIAISON REPORTS**

**February 22, 2022**

**Discussion: Information Item: Environmental Advisory Committee**

Staff Recommendation:

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

Presenter:

John Mitten, Board Member

**COMMITTEE/LIAISON REPORTS**

**February 22, 2022**

**Discussion: Information Item: Well Drillers Advisory Committee**

Staff Recommendation:

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

Presenter:

Seth Weightman, Board Member

**EXECUTIVE DIRECTOR'S REPORT**

**February 22, 2022**

**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**

**February 22, 2022**

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

Staff Recommendation:

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

Presenter:

Kelly S. Rice, Chair

**CHAIR'S REPORT**

**February 22, 2022**

**Discussion: Information Item: Employee Milestones**

Staff Recommendation:

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

Presenter:

Kelly S. Rice, Governing Board Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	02/20/2017	Casey Cumley	Multimedia Journalist	Brooksville	Communications and Board Services	2022	02/20/2022
5	02/20/2017	Evan Gleaton	Field Maintenance Technician	HNK	Operations	2022	02/20/2022
5	02/27/2017	April Cona	Records and Imaging Supervisor	Brooksville	General Services	2022	02/27/2022
10	02/06/2012	Jay Hoecker	Water Resources Bureau Chief	Brooksville	Water Resources	2022	02/06/2022
10	02/06/2012	Michele Sager	Lead Communications Coordinator	Tampa	Communications and Board Services	2022	02/06/2022
10	02/13/2012	Kelley Azevedo	Resource Specialist	Brooksville	Information Technology	2022	02/13/2022
10	02/13/2012	Lynn Biddlecomb	Senior Professional Geologist	Tampa	Water Use Permit	2022	02/13/2022
10	02/27/2012	Jeff Glas	ERP ES Supervisor	Tampa	Environmental Resource Permit	2022	02/27/2022
10	02/27/2012	Lee Hughes	Senior Environmental Scientist	Tampa	Environmental Resource Permit	2022	02/27/2022
15	02/15/2007	Tasha Dailey	Chief Environmental Scientist	Sarasota	Environmental Resource Permit	2022	02/15/2022
20	02/25/2002	Cliff Ondercin	Environmental Manager	Sarasota	Environmental Resource Permit	2022	02/25/2022
30	02/24/1992	Teri Hudson	Administrative Supervisor	Brooksville	Operations	2022	02/24/2022
35	02/02/1987	Mike Hancock	Chief Professional Engineer	Brooksville	Water Resources	2022	02/02/2022