

Governing Board Meeting

Agenda and Meeting Information

March 28, 2023

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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Opportunity
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); 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

**MARCH 28, 2023
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.
- › Public input will be taken only at the meeting location.
- › Public input for issues not listed on the published agenda will be heard shortly after the meeting begins.

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

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

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

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

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

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

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

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

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

1. CONVENE PUBLIC MEETING

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

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Springs Protection Awareness Month
- 2.2 **Finance/Outreach and Planning Committee:** Water Conservation Month
- 2.3 **Finance/Outreach and Planning Committee:** Knowledge Management: Election of Governing Board Officers Policy
- 2.4 **Finance/Outreach and Planning Committee:** Brooksville Building 3 Roof Replacement Budget Transfer
- 2.5 **Operations, Lands and Resource Monitoring Committee:** Right of First Refusal – Modica Conservation Easement, SWF Parcel No. 10-200-1144C
- 2.6 **Operations, Lands and Resource Monitoring Committee:** Amended and Restated Site Agreement for Land – Cell Phone Tower, SWF Parcel No. 20-503-257X
- 2.7 **Executive Director's Report:** Approve Governing Board Minutes - February 28, 2023

3. FINANCE/OUTREACH AND PLANNING COMMITTEE

- 3.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Fiscal Year 2021-22 Annual Comprehensive Financial Report
- 3.3 **Discussion:** Information Item: Financial Systems Upgrade
- 3.4 **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: Knowledge Management: Cooperative Funding Initiative Governing Board Policy
- 4.3 **Discussion:** Information Item: 2022 Storm Debris Assessments for Peace Creek Canal and Flint Creek
- 4.4 **Discussion:** Action Item: FY2023 Springs Projects Selected for Funding by FDEP

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

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

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

8. COMMITTEE/LIAISON REPORTS

8.1 **Discussion:** Information Item: Industrial Advisory Committee

8.2 **Discussion:** Information Item: Public Supply Advisory Committee

9. EXECUTIVE DIRECTOR'S REPORT

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

10. CHAIR'S REPORT

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

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

ADJOURNMENT

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved December 1, 2022

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

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

RESOURCE MANAGEMENT COMMITTEE
Ashley Bell Barnett
Michelle Williamson

REGULATION COMMITTEE
John Hall
Ashley Bell Barnett

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

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

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

OTHER LIAISONS	
Central Florida Water Initiative	John Hall
Springs Coast Steering Committee	Kelly Rice
Coastal & Heartland National Estuary Partnership Policy Committee	Jack Bispham
Sarasota Bay Estuary Program Policy Board	Joel Schleicher
Tampa Bay Estuary Program Policy Board	Vacant
Tampa Bay Regional Planning Council	Vacant

**Southwest Florida Water Management District Schedule of Meetings
Fiscal Year 2023**

1/12/2023

Governing Board Meeting

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

Governing Board Workshop

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

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

2023 – September 12 & 26

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

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

Environmental Advisory Committee – 10:00 a.m.

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

Industrial Advisory Committee – 10:00 a.m.

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

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

2022 – November 8 (canceled)
2023 – February 14, May 9, August 8

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

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

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

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

Meeting Locations

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

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

Governing Board Meeting

March 28, 2023

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CONVENE PUBLIC MEETING

March 28, 2023

Call to Order

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

Presenter:

Joel A. Schleicher, Chair

CONVENE PUBLIC MEETING

March 28, 2023

Invocation and Pledge of Allegiance

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

Presenter:

Joel A. Schleicher, Chair

CONVENE PUBLIC MEETING

March 28, 2023

Employee Recognition

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

Presenter:

Joel A. Schleicher, Chair

CONVENE PUBLIC MEETING

March 28, 2023

Additions/Deletions to Agenda

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

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

Staff Recommendation:

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

Presenter:

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

CONVENE PUBLIC MEETING

March 28, 2023

Public Input for Issues Not Listed on the Published Agenda

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

Presenter:

Joel A. Schleicher, Chair

Governing Board Meeting

March 28, 2023

2. CONSENT AGENDA

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

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2.7	Executive Director's Report: Approve Governing Board Minutes – February 28, 2023	70

CONSENT AGENDA

March 28, 2023

Finance/Outreach and Planning Committee: Springs Protection Awareness Month

Purpose

To request that the Governing Board approve a resolution declaring April 2023 as “Springs Protection Awareness Month.”

Background/History

There are more than 150 documented springs as well as thousands of undocumented springs and seeps in the District. The District has five first-magnitude spring groups that collectively discharge more than one billion gallons of water per day. These springs are important for their ecological value and their economic impact on local communities.

The District, in partnership with various stakeholders, is committed to implementing studies, projects and programs to conserve and improve the ecological balance of these spring systems, thereby supporting regional economies and quality of life. The District has been a lead technical agency in springs protection and improvement for more than a decade and has taken a comprehensive approach to protect the region’s springs, which includes water conservation, restoration, planning, communication and education, monitoring, research and development, regulation, and land acquisition and management.

“Springs Protection Awareness Month” – The Florida Legislature is expected to file a resolution declaring April 2023 “Springs Protection Awareness Month” as they have done in years past. Our local springs, and the state’s springs, are essential to the environment, economy, citizens and visitors of the state. Staff support a Governing Board resolution to recognize the importance of our springs. The resolution for the Committee’s consideration and recommendation for approval is provided as an exhibit.

Staff Recommendation:

Approve and execute Resolution No. 23-01 declaring April 2023 as “Springs Protection Awareness Month.”

Presenter:

Melissa Gulvin, Communications Manager, Communications

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 23-01

**PROCLAIMING APRIL 2023 as
“SPRINGS PROTECTION AWARENESS MONTH”**

WHEREAS, Florida’s springs are essential to the environment, economy, residents and visitors of the state; and

WHEREAS, there are more than 150 documented springs as well as thousands of undocumented springs and seeps in the Southwest Florida Water Management District; and

WHEREAS, the District has five first-magnitude spring groups that collectively discharge more than one billion gallons of water per day; and

WHEREAS, these groups are important not only for their ecological value but also for their economic impact on the communities that call these areas home; and

WHEREAS, the District, in partnership with the various stakeholders, is committed to implementing projects to conserve and restore the ecological balance of these spring systems, thereby supporting regional economies and quality of life.

THEREFORE, BE IT RESOLVED that the Southwest Florida Water Management District hereby proclaims the month of April 2023 as “SPRINGS PROTECTION AWARENESS MONTH.”

BE IT FURTHER RESOLVED that the Southwest Florida Water Management District shall continue to implement an adaptive management strategy to protect the region’s springs through restoration, planning, communication and education, monitoring, research and development, regulation, conservation, and land acquisition and management.

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

PASSED AND ADOPTED in Brooksville, Hernando County, Florida, on this twenty eighth day of March 2023.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Joel A. Schleicher, Chair

Attest: _____
Michelle Williamson, Secretary

CONSENT AGENDA

March 28, 2023

Finance/Outreach and Planning Committee: Water Conservation Month

Purpose

To request that the Governing Board sign a resolution declaring April 2023 as “Water Conservation Month.” Declaring April as “Water Conservation Month” has historically been used by the District to focus the public’s attention on the need for and benefits of water conservation and to highlight the resources available to help them.

Background/History

Since 1998, the state of Florida, water management districts, local governments and water-related organizations have declared April as “Water Conservation Month.” April is typically the time of year when water demands increase due to generally hot and dry conditions. The concept of “Water Conservation Month” was developed by the Florida Water Wise Council, which has since evolved into the Water Use Efficiency Division of the Florida Section of the American Water Works Association (FSAWWA).

The District promotes water conservation year-round and highlights those efforts in the FY2022 Water Conservation Summary Report. The report covers conservation efforts with measurable savings throughout the District, including cost-share funding, technical assistance, education and outreach, and research and regulation.

During Water Conservation Month, conservation will be promoted through news releases, blog and e-newsletter articles, and social media posts. In addition, the District is providing Water Conservation Month materials to public supply utilities to promote conservation to their customers.

The District’s government affairs regional managers outreach and participate in local governments’ adoption of Water Conservation Month proclamations. The FSAWWA tracks statewide proclamations and provides the list to the Governor in support of a state resolution declaring April as “Water Conservation Month.”

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

Staff Recommendation:

Approve and execute Resolution No. 23-02 declaring April 2023 as “Water Conservation Month.”

Presenter:

Cara Martin, Office Chief, Government and Community Affairs

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 23-02

**PROCLAIMING APRIL 2023 as
“WATER CONSERVATION MONTH”**

WHEREAS, the state of Florida, the Southwest Florida Water Management District, local governments and others have since 1998 designated April, typically a dry month when water demands increase, as Florida’s “Water Conservation Month” to educate citizens about saving Florida’s precious water resources; and

WHEREAS, the Southwest Florida Water Management District has always encouraged and supported water conservation through its water supply planning, coordination of educational programs and special events, Cooperative Funding Initiative, technical assistance and regulatory authority; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, each business, industry, school and citizen can help save water by participating in District and local conservation programs, finding and fixing water leaks, and by adhering to water conservation restrictions and ordinances.

THEREFORE, BE IT RESOLVED that the Southwest Florida Water Management District hereby proclaims the month of April 2023 as “WATER CONSERVATION MONTH.”

BE IT FURTHER RESOLVED that the Southwest Florida Water Management District shall continue to promote water conservation through its various programs.

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

PASSED AND ADOPTED in Brooksville, Hernando County, Florida, on this 28th day of March 2023.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Joel A. Schleicher, Chair

Attest: _____
Michelle Williamson, Secretary

CONSENT AGENDA

March 28, 2023

Finance/Outreach and Planning Committee: Knowledge Management: Election of Governing Board Officers Policy

Purpose

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

Background/History

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

The Election of Governing Board Officers Policy clarifies and facilitates the election process for Governing Board officers. Minor formatting, wording and clarification changes have been made to the policy. The proposed revised policy better clarifies the nomination process and voting. In addition, the proposed revised policy explicitly provides the Governing Board with the flexibility to delay the annual May elections to a date certain by action of the Board. The current and proposed revised policy is shown in the attached exhibit.

Benefits

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

Staff Recommendation:

Approve the proposed changes to the policy.

Presenter:

Robyn Felix, Bureau Chief, Communications & Board Services

GOVERNING BOARD POLICY
Southwest Florida Water Management District

Title: Election of Governing Board Officers

Document Owner: Communications and Board Services
Bureau Chief

Approved By: Board Chair

Effective Date: 03/28/2023

Supersedes: 11/18/2014

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PURPOSE

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

SCOPE

Governing Board Officers

AUTHORITY

Chapter 373, Florida Statutes (F.S.)

DEFINITIONS

N/A

STANDARDS

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

POLICY

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

- 1) Officer Elections
 - a) Chair

GOVERNING BOARD POLICY

Title: Election of Governing Board Officers

Effective Date: 03/28/2023

Page 2 of 4

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

GOVERNING BOARD POLICY

Title: Election of Governing Board Officers

Effective Date: 03/28/2023

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4) **Terms of Office**

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

5) **Filling Vacancies**

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

DISTRIBUTION

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

REVIEW PERIOD

This Policy will be reviewed every three years.

GOVERNING BOARD POLICY

Title: Election of Governing Board Officers

Effective Date: 03/28/2023

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DOCUMENT DETAILS

Document Name	Election of Governing Board Officers
Formerly Known As	N/A
Document Type	Policy
Author(s)	
Reviewing Stakeholder(s)	Office of General Counsel
Document Owner Name	Robyn Felix
Document Owner Title	Communications and Board Services Bureau Chief
Review Period (in days)	1095
Span of Control	Governing Board
Supersedes Date	11/18/2014
Effective Date	03/28/2023

APPROVAL

Joel A. Schleicher
Chair

Date

CONSENT AGENDA

March 28, 2023

Finance/Outreach and Planning Committee: Brooksville Building 3 Roof Replacement Budget Transfer

Purpose

Request approval of a \$250,000 budget transfer from Facilities Districtwide Window Replacements (C217) to Facilities Districtwide Roof Replacements (C224).

Background

The District has been implementing a 20-year Facilities Capital Improvement Plan developed from a facilities assessment study that was conducted in 2004. Activities are budgeted annually using the Facilities Capital Projects Fund. A facilities assessment study is planned for fiscal year 2024. This study will identify needed facility improvements and help with prioritization of facilities capital improvement projects for a 10-year horizon. Projects such as window and roof replacements are part of the consideration for the study as well as air conditioning, mechanical, plumbing, electrical components, etc.

Brooksville Building 3 roof replacement is planned for fiscal year 2024. However, the roof is failing and in need of replacement sooner. Building 3 was retrofitted in 2013 to house the District's official records as a cost-saving measure to reduce off-site records storage and retrieval costs. The building has strict temperature and humidity control requirements. A catastrophic failure of this roof could require extensive restoration work to the records or require relocation of the records offsite, both of which are costly.

Budgeted funds totaling \$431,000 are in the FY2023 budget for replacement of windows for Brooksville Building 5. Staff have determined replacement of the roof on Brooksville Building 3 should take priority over window replacements in FY2023.

Benefits/Costs

The budget transfer requested would allow utilization of funds from the Brooksville Building 5 window replacement project to be reallocated to the Brooksville Building 3 roof replacement, a higher-priority need. The roof replacement will be competitively procured.

Staff Recommendation:

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

Presenter:

Michelle Weaver, P.E., Bureau Chief, General Services

CONSENT AGENDA

March 28, 2023

Operations, Lands and Resource Monitoring Committee: Right of First Refusal – Modica Conservation Easement, SWF Parcel No. 10-200-1144C

Purpose

The purpose of this item is to recommend the Governing Board decline the right of first refusal to purchase the remainder fee simple interest over SWF Parcel No. 10-200-1144C encumbered by a perpetual conservation easement (Conservation Easement) held by the District, a copy of which is attached as Exhibit 1 to this recap. The Conservation Easement encumbers approximately 991 acres in Lake County within the District’s Green Swamp Wilderness Preserve Project, as shown on the attached location and site maps, Exhibits 2 and 3, respectively.

Background and History

The District identifies lands eligible for acquisition through the Board-approved Florida Forever Work Plan (Plan). The lands are identified in the Plan for either fee simple acquisitions or for the acquisition of less-than-fee interests, such as a conservation easement. Less-than-fee acquisitions consist of the purchase of certain rights, such as development rights, that are intended to ensure that natural systems and water resources remain in their existing state and protected in perpetuity. Acquisition of a conservation easement may include a “right of first refusal” to acquire the remainder fee interest in the encumbered property. This “right” is perpetual, running with the land, and remains in effect regardless of whether the District has declined a previous offer.

The District originally acquired the Conservation Easement in 1998. At the time there were inholdings not subject to the Conservation Easement. The Grantors have acquired many of the additional in-holdings and now wish to sell them and a portion of the Conservation Easement. The Lake County Property Appraiser’s assessment records indicate that the “just value” for the property being sold which is encumbered by the Conservation Easement is currently set at \$1,419,510 or \$2,531 per gross acre. The right of first refusal in the Conservation Easement requires notification to the District of the Grantor’s intent to sell the property, or any portion thereof, and that an offer be extended to sell the property to the District. In accordance with these requirements the District received a notice of intent to sell a portion of the property from the owner (Exhibit 4). District staff has mapped all the parcels for sale, both encumbered and not encumbered and evaluated the potential acquisition of the remainder fee interest and determined that the Conservation Easement is adequate to protect the natural systems and water resource benefits and that acquisition of the fee is not necessary (Exhibit 5).

Benefit/Costs

The terms and conditions of the Conservation Easement are adequate to protect the water resources of the property. The benefits of acquiring the remainder fee simple interest would be minimal.

Staff Recommendation:

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

Presenter:

Ellen Morrison, Bureau Chief, Land Resources

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EXHIBIT 1

98 07287

O.R. BOOK 1580 PAGE 1854

SWF Parcel No. 10-200-1144C

Approved by Attorney [Signature]

REC 101.00 RECEIVED FOR
TF 13.00 EXCISE TAXES
MORT. DOC _____
DEED DOC 3815.70
INT _____
JAMES C. WATKINS, CLERK LAKE CO. FL
BY [Signature] D.C.

PERPETUAL CONSERVATION EASEMENT

This Indenture, made and entered into this 30 day of JAN, 1998, by and between Claude O. Godwin, Donald G. Rhodes as Trustee u/t/d 12/6/93, and Reuben Joseph O'Berry a/k/a Joseph O'Berry, whose address is Post Office Box 6523, Titusville, Florida 32782, hereinafter referred to as "the Grantors", and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter referred to as "the Grantee".

WITNESSETH:

Whereas, the Grantors are the owners in fee simple of certain real property lying and being situated in Lake County, Florida, more specifically described in Exhibit "A", attached hereto and incorporated herein by reference, hereinafter referred to as "the protected property"; and

Whereas, the Grantors and the Grantee mutually recognize the natural, scenic and special character of the protected property and have the common purpose of conserving certain natural values and character of the protected property by conveyance to the Grantee of a Perpetual Conservation Easement on, over and across the protected property, which shall conserve the value, character, ecological integrity and hydrological integrity of the protected property, conserve and protect the animal and plant populations on the protected property, and prohibit certain further development activity on the protected property.

Now, Therefore, the Grantors, in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee to the Grantors, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the Grantee and its successors and assigns a Perpetual Conservation Easement on, over and across the protected property for the purposes as set forth above, and pursuant to Section 704.06, Florida Statutes.

(P) HERDANDO TITLE
615 W JEFFERSON
BROOKSVILLE FL
34601

RECORDED
RECORD VERIFIED
LAKE COUNTY, FL
FEB 2 9 01 AM '98

I. PROHIBITED/RESTRICTED USES

The Grantors hereby restrict the use of the protected property as follows:

1. Construction. There shall be no further construction of or the placing of new buildings, roads, signs, billboards or other advertising, or other structures on or above the ground, except that the Grantors shall have the right to maintain any and all existing buildings, roads, fences, fish ponds and drainage ditches in an attractive and usable condition without the consent of the Grantee, subject to obtaining all consent or permits lawfully required therefore. However, the construction or operation of barns, fences or other buildings necessary to agricultural activities is permitted. One existing single family home is acceptable. Two future single family homes can be constructed on the protected property provided they are located on that portion of the protected property as identified on the base-line natural resources inventory.

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

3. Exotics. There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC), except bahia pasture grasses approved for domestic use. There shall be management and control of any occurrence of nuisance exotic or non-native plants to the degree practical. Management and control applies to the following unless others are observed during monitoring events: Brazilian Pepper, Melaleuca, Japanese and Old World Climbing Fern, Skunk Vine, Tropical Soda Apple, Cogon Grass, Torpedo Grass, Australian Pine, Water Hyacinth, Hydrilla, Air Potato, Chinese Tallow, Water Lettuce and Kudzu.

4. Pesticides/Herbicides. Pesticides or herbicides must be applied according to Best Management Practices (BMPs) if applicable or in their absence in accordance with current label instructions.

5. Fertilizer. Shall be applied as a maximum according to Best Management Practices (BMPs).

6. Mining. There shall be no exploration for or extraction of oil or gas, mining, excavation, dredging, or removal of sand, loam, peat, gravel, rock, soil, or other material, except as provided in paragraph 1.

7. Endangered Species. There shall be no adverse impacts to threatened or endangered species.

8. Archaeological, Cultural or Historical Sites. There shall be no intentional destruction or damage to any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantors by any United States or State of Florida agency, unless authorized or approved by the appropriate officials of the State of Florida having jurisdiction thereover.

**II. RIGHTS RESERVED TO Grantors
(Rights not specifically reserved herein are not allowed)**

Grantors reserve in perpetuity, and reserve for their successors and assigns in perpetuity, the following reserved rights, which may be exercised at any time (subject to any notice requirements set forth below):

1. Sale of Protected Property. Grantors shall have the right to sell, rent or mortgage the protected property provided that the protected property is not divided into more than two parcels. Any sale of a fractional interest will not be prohibited by this paragraph. Any such interest granted subsequent to this document shall be secondary to this Perpetual Conservation Easement. **Grantors and Grantee agree that the sale of approximately thirty-five (35) acres described as SE 1/4 of NW 1/4 of Section 23-23-24 will not be counted as a division of the protected property.**

2. Existing Agricultural Areas. Areas currently improved for agricultural activities, or cattle operation as established by a base-line natural resources inventory can continue to be used for these existing activities or converted to other agricultural activities. Lands that are established by the base-line natural resources inventory as being native range must remain native range and lands that are established as natural lands must remain natural lands.

a. Other Agricultural Activities. Permitted agricultural activities shall be in accordance with Best Management Practices (BMPs) and include the following:

- 1) livestock/farm animals (not to include commercial pig, poultry or dairy farming).
- 2) vegetable farming
- 3) watermelon farming on a rotational basis

3. Silviculture. Grantors shall have the right to conduct commercial forestry operations (silviculture) in accordance with Best Management Practices (BMPs) on the protected property, subject to the below conditions and restrictions:

a. Upland Harvesting. Uplands shall be defined as those areas of the protected property that are not considered wetlands interpreted from aerial photography and established by the base-line inventory. The aerial photographs which shall be used as the reference basis shall be maintained at the Grantee's headquarters office and are comprised of the following:

1994 Lake County, Section 22, 23, 24, 25 and 27

Selective pine harvesting by Grantors is permitted. After such pine harvesting, the remaining stand shall retain at a minimum approximately 25 square feet of basal area per acre and the leave trees shall be chosen from the population of the dominant and the codominant.

b. Pine Plantation Harvesting. Providing there is no introduction of "off-site" species, harvesting and replanting can continue by following Best Management Practices (BMPs) in upland areas identified as currently improved in the base-line inventory.

c. Wetland Harvesting. Wetlands shall be defined as those areas of the protected property not identified as Uplands and interpreted from aerial photography and established by the base-line inventory. There shall be no harvesting in Wetlands.

4. Cattle Operation. Grantors shall retain the right to maintain a cattle operation as determined by the United States Department of Agriculture Natural Resources Conservation Service (NRCS). This determination shall establish the number of acres of existing improved pasture and native range and the number of animal units that are acceptable. An animal unit will be defined by the NRCS. The cattle will have access to the entire protected property. The NRCS determination shall be maintained at the Grantee's headquarters office. The carrying capacity in animal units may be changed only by written agreement executed by Grantors and Grantee after consultation with NRCS.

5. Sod Operation. Grantors shall retain the right to harvest bahia sod only from the upland portions of the protected property which are improved pasture as of the date of execution of this Conservation Easement; provided, however, that the Grantors may harvest no more than 25% of the presently improved pasture per calendar year; and provided further that Grantors shall adhere to currently existing BMPs, especially as to fertilizer use.

6. Hunting and Fishing. Grantors retain hunting and fishing rights. Any lease of these rights shall be contingent upon Grantors providing Grantee with a wildlife management plan consistent with Florida Game and Freshwater Fish Commission guidelines.

7. Quiet Use and Enjoyment. Grantors retain all rights to use the protected property for personal use not inconsistent with any other provisions of this document.

III. General Provisions.

Best Management Practices (BMPs) as referenced throughout this document are considered to include those practices currently approved by any or all of the following:

**U. S. Department of Agriculture Natural Resources Conservation Service (NRCS)
United States Fish and Wildlife Service
Florida Department of Agriculture and Consumer Services
Florida Game and Freshwater Fish Commission
Florida Forest Stewardship Program
University of Florida Institute of Food and Agricultural Sciences (IFAS)**

Grantors grant unto Grantee and its successors and assigns this Perpetual Conservation Easement to have and to hold in perpetuity.

The Grantors agree to make timely payment of all ad valorem taxes on the fee of the protected property as long as the Grantors retain fee simple title to the land.

The Grantors agree to indemnify and save the Grantee harmless from any and all liability, loss, damage, expense, judgment or claim (including attorneys' fees) arising out of any negligent or willful action or activity resulting from the Grantors' use and ownership of or activities on the protected property granted herein. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the protected property.

The Grantors hereby grant to the Grantee a "First Right of Refusal" to purchase the protected property, or any interest in the protected property, which Grantors hereafter wish to sell. The Grantors shall notify the Grantee in writing of the Grantors' intent to offer to sell the protected property, or any interest in it, to a third party purchaser. The Grantee shall have one-hundred twenty (120) days from receipt of such notification within which to provide the Grantee's written notice to the Grantors of the Grantee's intention to purchase the protected property upon the same terms and conditions as said offer. Any closing of a sale from Grantors to Grantee pursuant to this paragraph shall be done not later than sixty (60) days after the notice of Grantee's intent to purchase. This sixty (60) days is in addition to the one-hundred twenty (120) day period just previously mentioned. If the Grantee notifies the Grantors that the Grantee has decided not to purchase the protected property, or, in the event the Grantee fails to notify the Grantors, within one-hundred twenty (120) days, of its intent to purchase the protected property, then the Grantors may sell the protected property to the

person named in the Grantors' notice. If the Grantors do not sell the protected property to said named person under the terms and conditions represented to the Grantee, then the Grantee shall have the same right-of-first-refusal before the Grantors may accept an offer from another purchaser. This right-of-first-refusal shall apply to any voluntary or involuntary transfer of the protected property to any other entity, including a devise by will or intestacy; however, this right-of-first-refusal is not applicable to a transfer of the Grantors' property by the Grantors to the Grantors' spouse or lineal descendants or a transfer of a fractional interest. The parties specifically intend that this right-of-first-refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors. The Grantors also agree to notify the Grantee in writing whenever the Grantors wish to sell the protected property and to offer to sell the protected property to the Grantee. Upon receipt of such notice, the Grantee shall have a forty-five (45) day period to provide notice to the Grantors of the Grantee's intent to purchase. If the Grantee does not purchase the protected property for any reason, then the Grantors may sell the protected property to anyone within a one-year period. If the Grantors have not sold the protected property within one year, then the Grantee's right-of-first-refusal reattaches to the protected property.

The Grantors shall assist the Grantee in the monitoring and enforcement of the terms and conditions hereof. The Grantee and its agents, employees and assigns may enter upon, over and across the protected property at any reasonable time for the purpose of insuring compliance with the terms and conditions hereof so long as such entry does not interfere with the rights and uses of the protected property retained by the Grantors.

The Grantee shall not have the right to allow the general public on the protected property at any time without the prior written consent of the Grantors.

The terms and conditions hereof may be modified only by mutual agreement in writing by the Grantors and the Grantee.

In the event of violation of the terms and conditions hereof, the Grantors or the Grantee shall give written notice to the other party which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantors or by the Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Lake County, Florida, unless agreed otherwise by the parties. In the event of such suit, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal.

All disputes, claims and questions regarding the rights and obligations of the parties are subject to arbitration. In case of dispute, either party may make a demand for arbitration by filing such demand in writing with the other party. If the parties agree on a single individual selection, there shall be one arbitrator. If no agreement as to an arbitrator is reached within

thirty (30) days after demand for arbitration, there shall be three (3) arbitrators, one named in writing by the Grantor and the second by the Grantee within forty-five (45) days after demand for arbitration, and a third chosen by the two who are appointed. The single arbitrator's decision shall be binding; if there are three arbitrators, the decision of any two of them shall be binding. No one shall act as an arbitrator who in any way has a financial or ownership interest in the property. Should either party refuse or neglect to appoint an arbitrator or to furnish the arbitrators with any necessary papers or information, they are empowered by both parties to proceed ex parte. The decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitrators shall fix their own compensation, unless otherwise agreed upon, and shall assess the costs and charges of the arbitration on either or both parties.

In Witness Whereof, the parties or their lawful representatives of the parties hereto have caused this Agreement to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Signature of Witness #1
M.A. MAHARAN
(Typed/Printed Name of Witness #1)

[Signature]
Claude O. Godwin, Grantor

[Signature]
Signature of Witness #2
Julid Fdye Rogers
(Typed/Printed Name of Witness #2)

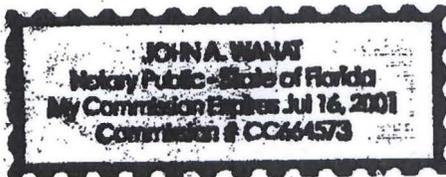
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30 day of Jan, 1998, by Claude O. Godwin. He is personally known to me or has produced _____ as identification.

[Signature]
Name of Notary

(Seal)



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

[Signature]
Signature of Witness #1
M.R. MAHARAJA
(Typed/Printed Name of Witness #1)

Donald G. Rhodes, Trustee u/d 12-6-93
Donald G. Rhodes as Trustee u/t/d 12-6-93,
Grantor

[Signature]
Signature of Witness #2
(Typed/Printed Name of Witness #2)
Julie Faye Rogers

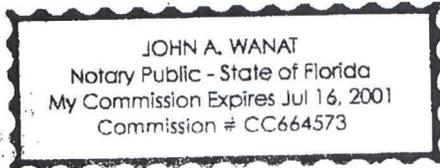
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30 day of JAN, 1998, by Donald G. Rhodes as Trustee u/t/d 12-6-93. He is personally known to me or has produced _____ as identification.

[Signature]
Name of Notary

(Seal)



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

Barbara L. Hodges

Signature of Witness #1

Barbara L. Hodges

(Typed/Printed Name of Witness #1)

Beverly S Staples

Signature of Witness #2

Beverly S Staples

(Typed/Printed Name of Witness #2)

Reuben Joseph O'Berry
Reuben Joseph O'Berry, a/k/a Joseph O'Berry,
Grantor

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 29th day of January, 1998, by Reuben Joseph O'Berry a/k/a Joseph O'Berry. He is ~~personally known to me~~ or has produced FL. D.L. # 0160-230-49-442-0 as identification.

Barbara L. Hodges

Name of Notary

(Seal)



Barbara L. Hodges
MY COMMISSION # 00657271 EXPIRES
October 10, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

(Name of Notary typed, printed or stamped)

Commission No. _____

My Commission Expires: _____

Southwest Florida Water Management District, Grantee

By:

Fritz H. Musselmann, Land Resources Director

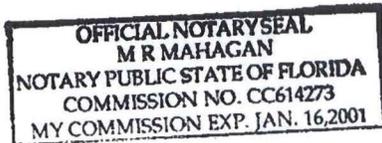


ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 26TH day of JANUARY, 1998, by Fritz H. Musselmann, Land Resources Director of the Southwest Florida Water Management District. He is personally known to me.

(Seal)



M.R. Mahagan
Name of Notary
M. R. MAHAGAN
(Name of Notary typed, printed or stamped)
Commission No. CC 614273
My Commission Expires: JAN. 16, 2001

This instrument prepared by and returned to:
Wayne Alfieri, Deputy General Counsel
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-6899

sorteaselgodwin.ce3 r01-23-98

EXHIBIT "A"

O.R. BOOK: 1580 PAGE 1865

LEGAL DESCRIPTION
Furnished by Client

(Warranty deed recorded in Official Records Book 727, Pages 162-175)

The South 3/4 of the East 1/2 of Section 22, Township 23 South, Range 24 East.

ALL OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

TRACTS 49, 50, 63, AND 64 IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 24 EAST IN GROVELAND FARMS, A SUBDIVISION IN LAKE COUNTY, FLORIDA; ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 10 & 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

(ALL LYING IN LAKE COUNTY, FLORIDA)

AND THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 60.00 FEET OF THE WEST 1/2 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA LESS AND EXCEPT:

IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THE FOLLOWING:

- (160) THE EAST 1/13 OF THE WEST 13/20 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4.
- (161) THE EAST 1/6 OF THE WEST 3/10 OF THE SOUTH 1/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4.
- (162) THE EAST 1/10 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.
- (163) THE NORTH 1/4 OF THE WEST 1/17 OF THE EAST 17/20 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.
- (164) THE NORTH 1/4 OF THE WEST 1/18 OF THE EAST 9/10 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.
- (165) THE WEST 1/20 OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4.
- (166) THE EAST 1/15 OF THE WEST 3/4 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4.
- (167) THE EAST 1/14 OF THE WEST 7/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4.
- (168) THE EAST 1/7 OF THE EAST 7/20 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.
- (169) THE NORTH 1/4 OF THE WEST 1/12 OF THE EAST 3/5 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.
- (170) THE WEST 1/6 OF THE EAST 3/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.
- (171) THE EAST 1/2 OF THE WEST 1/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.
- (172) THE WEST 1/15 OF THE EAST 3/4 OF THE NORTH 1/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4

MEMO Legibility of writing
typing or printing unsatisfactory in
this document when microfilmed.

- (173) THE EAST 1/6 OF THE WEST 3/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.
- (174) THE NORTH 1/4 OF THE WEST 1/6 OF THE EAST 3/10 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.
- (175) THE EAST 1/18 OF THE WEST 9/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.
- (176) THE EAST 1/3 OF THE WEST 3/20 OF THE SOUTH 1/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4.
- (177) THE EAST 1/16 OF THE WEST 4/5 OF THE SOUTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4.
- (178) THE EAST 1/18 OF THE WEST 9/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4.
- (179) THE 1/11 OF THE WEST 11/20 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4.
- (180) THE WEST 1/6 OF THE EAST 3/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4.
- (181) THE EAST 1/15 OF THE WEST 3/4 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4.
- (182) THE WEST 1/4 OF THE EAST 1/5 OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4.
- (184) THE WEST 1/4 OF THE EAST 1/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4.
- (185) THE EAST 1/20 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.
- (187) THE WEST 1/10 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4.
- (299) 22-23-24 E1/3 OF W3/5 OF S1/2 OF NW1/4 OF SW1/4 OF NE1/4 ORB 1071 PAGE 1904, LAKE COUNTY, FLORIDA.
- (300) W. 132 FT. OF E. 1056 FT. OF N. 1/2 OF S.1/2 OF S.1/2 OF S.E.1/4.
- (301) SEC 22 TWN 23 RGE 24 E 1/3 OF W3/5 OF S1/2 OF NW1/4 OF SE1/4 OF SE1/4.
- (302) LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. BEING THE WEST 1/15 OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4.
- (303) LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. BEING THE WEST 1/16 OF THE EAST 4/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4.
- (304) SEC 22 TWN 23 RGE 24 E 132 FT OF N1/2 OF N1/2 OF S1/2 OF NE 1/4.

ALSO LESS:

IN SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THE FOLLOWING:

- (108) THE WEST 1/16 OF THE EAST 3/5 OF THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4.
- (109) THE EAST 1/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4.
- (110) THE EAST 1/10 OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4.

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

- (111) THE WEST 1/6 OF THE EAST 3/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4.
- (112) THE WEST 1/8 OF THE EAST 4/5 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (113) THE WEST 1/4 OF THE EAST 2/5 OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (114) THE EAST 1/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4.
- (115) THE WEST 1/8 OF THE EAST 4/5 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4.
- (116) THE WEST 1/7 OF THE EAST 7/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4.
- (117) THE WEST 1/6 OF THE EAST 3/5 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4.
- (118) THE WEST 1/3 OF THE EAST 3/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4.
- (119) THE WEST 1/9 OF THE 9/10 OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (120) THE WEST 1/6 OF THE EAST 3/5 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (121) THE WEST 1/3 OF THE EAST 3/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (122) THE WEST 1/5 OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4.
- (123) THE WEST 1/9 OF THE EAST 9/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (124) THE WEST 1/7 OF THE EAST 7/10 OF THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (125) THE WEST 1/8 OF THE EAST 4/5 OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (126) THE NORTH 1/3 OF THE EAST 3/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (128) THE WEST 1/6 OF THE EAST 3/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4.
- (129) THE WEST 1/3 OF THE EAST 3/10 OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (130) THE WEST 1/10 OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (131) THE WEST 1/2 OF THE EAST 1/5 OF THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4.
- (132) THE WEST 1/3 OF THE EAST 3/10 OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4.
- (133) THE WEST 1/7 OF THE EAST 7/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4.
- (134) THE WEST 1/4 OF THE EAST 2/5 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (135) THE WEST 1/2 OF THE EAST 1/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.

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 800:

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- (136) THE EAST 1/10 OF THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4.
- (137) THE WEST 1/8 OF THE EAST 4/5 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (138) THE EAST 1/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (139) THE WEST 1/9 OF THE EAST 9/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (140) THE WEST 1/3 OF THE EAST 3/10 OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (141) THE EAST 1/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (142) THE WEST 1/10 OF THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4.
- (143) THE WEST 1/4 OF THE EAST 2/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (144) THE WEST 1/2 OF THE EAST 1/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (145) THE WEST 1/5 OF THE EAST 1/2 OF THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4.
- (146) THE WEST 1/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (147) THE WEST 1/3 OF THE EAST 3/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (148) THE WEST 1/8 OF THE EAST 4/5 OF THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (149) THE WEST 1/2 OF THE EAST 1/5 OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (150) THE WEST 1/8 OF THE EAST 4/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4.
- (151) THE WEST 1/5 OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (152) THE WEST 1/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (201) LYING IN SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. BEING THE WEST 1/10 OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4.
- (208) PARCEL 442 LYING IN SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. BEING THE WEST 1/2 OF THE EAST 1/5 OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4.

ALSO LESS:

IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 24 EAST, IN GROVELAND FARMS, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE FOLLOWING:

- (153) THE WEST 1/4 OF THE EAST 2/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (154) THE WEST 1/3 OF THE EAST 3/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.

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BOOK

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- (155) THE WEST 1/9 OF THE EAST 9/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (156) THE WEST 1/8 OF THE EAST 4/5 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (157) THE WEST 1/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.
- (158) THE WEST 1/6 OF THE EAST 3/5 OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SAID SECTION 24.

ALSO LESS:

IN SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THE FOLLOWING:

- (1) THE WEST 1/7 OF THE EAST 7/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (2) THE WEST 1/32 OF THE SOUTH 1/4 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (3) THE EAST 1/11 OF THE WEST 11/32 OF THE SOUTH 1/7 OF THE NORTH 7/10 OF THE SOUTH 1/2.
- (4) THE EAST 1/29 OF THE WEST 29/32 OF THE SOUTH 1/3 OF THE NORTH 3/10 OF THE SOUTH 1/2.
- (5) THE EAST 1/12 OF THE WEST 12/32 OF THE SOUTH 1/4 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (6) THE EAST 1/19 OF THE WEST 19/32 OF THE SOUTH 1/5 OF THE NORTH 5/10 OF THE SOUTH 1/2.
- (7) THE EAST 1/20 OF THE WEST 20/32 OF THE SOUTH 1/5 OF THE NORTH 5/10 OF THE SOUTH 1/2.
- (8) THE EAST 1/11 OF THE WEST 11/32 OF THE SOUTH 1/4 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (9) THE EAST 1/15 OF THE WEST 15/32 OF THE SOUTH 1/2 OF THE NORTH 2/10 OF THE SOUTH 1/2.
- (10) THE EAST 1/8 OF THE WEST 8/16 OF THE SOUTH 1/6 OF THE NORTH 6/10 OF THE NORTHEAST 1/4.
- (11) THE EAST 1/11 OF THE WEST 11/32 OF THE SOUTH 1/10 OF THE SOUTH 1/2.
- (12) THE WEST 1/9 OF THE EAST 9/10 OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (13) THE EAST 1/4 OF THE WEST 4/32 OF THE SOUTH 1/10 OF THE SOUTH 1/2.
- (14) THE EAST 1/8 OF THE WEST 8/32 OF THE SOUTH 1/10 OF THE SOUTH 1/2.
- (15) THE WEST 1/4 OF THE EAST 2/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (16) THE WEST 1/2 OF THE EAST 1/5 OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (17) THE EAST 1/8 OF THE SOUTH 1/5 OF THE NORTH 4/5 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4.
- (18) THE EAST 1/16 OF THE WEST 15/16 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE NORTHEAST 1/4.
- (19) THE EAST 1/32 OF THE WEST 13/32 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE SOUTH 1/2.

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- (20) THE WEST 1/8 OF THE EAST 4/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (21) THE WEST 1/2 OF THE EAST 1/5 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (22) THE EAST 1/32 OF THE WEST 9/32 OF THE SOUTH 1/10 OF THE NORTH 6/10 OF THE SOUTH 1/2.
- (23) THE WEST 1/6 OF THE EAST 3/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (24) THE WEST 1/5 OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (25) THE EAST 1/32 OF THE WEST 2/32 OF THE SOUTH 1/10 OF THE NORTH 6/10 OF THE SOUTH 1/2.
- (26) THE EAST 1/16 OF THE WEST 4/16 OF THE SOUTH 1/10 OF THE NORTH 3/10 OF THE NORTHEAST 1/4.
- (27) THE WEST 1/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (28) THE WEST 1/7 OF THE EAST 7/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (29) THE EAST 1/32 OF THE WEST 3/32 OF THE SOUTH 1/10 OF THE NORTH 7/10 OF THE SOUTH 1/2.
- (30) THE WEST 1/4 OF THE EAST 2/5 OF THE NORTH 1/4 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (31) THE EAST 1/32 OF THE WEST 6/32 OF THE SOUTH 1/10 OF THE SOUTH 1/2.
- (32) THE EAST 1/32 OF THE WEST 11/32 OF THE SOUTH 1/10 OF THE NORTH 8/10 OF THE SOUTH 1/2.
- (33) THE EAST 1/32 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (34) THE EAST 1/32 OF THE WEST 28/32 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (35) THE EAST 1/32 OF THE WEST 6/32 OF THE SOUTH 1/10 OF THE NORTH 9/10 OF THE SOUTH 1/2.
- (36) THE EAST 1/32 OF THE WEST 20/32 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (37) THE EAST 1/32 OF THE WEST 7/32 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (38) THE EAST 1/16 OF THE WEST 15/16 OF THE SOUTH 1/10 OF THE NORTH 7/10 OF THE NORTHEAST 1/4.
- (39) THE EAST 1/16 OF THE WEST 11/16 OF THE SOUTH 1/10 OF THE NORTH 5/10 OF THE NORTHEAST 1/4.
- (40) THE EAST 1/17 OF THE WEST 17/32 OF THE SOUTH 1/10 OF THE NORTH 2/10 OF THE SOUTH 1/2.
- (41) THE EAST 1/22 OF THE WEST 22/32 OF THE SOUTH 1/10 OF THE NORTH 6/10 OF THE SOUTH 1/2.
- (42) THE EAST 1/7 OF THE WEST 7/32 OF THE SOUTH 1/10 OF THE NORTH 5/10 OF THE SOUTH 1/2.
- (43) THE EAST 1/8 OF THE WEST 8/32 OF THE SOUTH 1/10 OF THE NORTH 5/10 OF THE SOUTH 1/2.

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- (44) THE EAST 1/28 OF THE WEST 28/32 OF THE SOUTH 1/10 OF THE NORTH 3/10 OF THE SOUTH 1/2.
- (45) THE EAST 1/17 OF THE WEST 17/32 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (46) THE EAST 1/20 OF THE WEST 20/32 OF THE SOUTH 1/10 OF THE NORTH 2/10 OF THE SOUTH 1/2.
- (47) THE EAST 1/13 OF THE WEST 13/16 OF THE SOUTH 1/10 OF THE NORTH 3/10 OF THE NORTHEAST 1/4.
- (48) THE EAST 1/12 OF THE WEST 12/32 OF THE SOUTH 1/10 OF THE SOUTH 1/2.
- (49) THE EAST 1/29 OF THE WEST 29/32 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (50) THE EAST 1/3 OF THE WEST 3/8 OF THE SOUTH 1/2 OF THE NORTH 2/5 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4.
- (51) THE EAST 1/11 OF THE WEST 11/16 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE NORTHEAST 1/4.
- (52) THE EAST 1/2 OF THE WEST 2/16 OF THE NORTH 1/10 OF THE NORTHEAST 1/4.
- (53) THE EAST 1/32 OF THE WEST 6/32 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (54) THE EAST 1/10 OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (55) THE EAST 1/3 OF THE WEST 3/32 OF THE SOUTH 1/3 OF THE NORTH 3/10 OF THE SOUTH 1/2.
- (56) THE EAST 1/32 OF THE SOUTH 1/8 OF THE NORTH 8/10 OF THE SOUTH 1/2.
- (57) THE EAST 1/22 OF THE WEST 22/32 OF THE SOUTH 1/8 OF THE NORTH 8/10 OF THE SOUTH 1/2.
- (58) THE WEST 1/16 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE NORTHEAST 1/4.
- (59) THE EAST 1/32 OF THE SOUTH 1/9 OF THE NORTH 9/10 OF THE SOUTH 1/2.
- (60) THE EAST 1/9 OF THE WEST 9/32 OF THE SOUTH 1/8 OF THE NORTH 8/10 OF THE SOUTH 1/2.
- (61) THE EAST 1/16 OF THE WEST 12/16 OF THE SOUTH 1/10 OF THE NORTH 4/10 OF THE NORTHEAST 1/4.
- (62) THE EAST 1/16 OF THE WEST 12/16 OF THE SOUTH 1/10 OF THE NORTH 5/10 OF THE NORTHEAST 1/4.
- (63) THE EAST 1/30 OF THE WEST 30/32 OF THE SOUTH 1/4 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (64) THE EAST 1/32 OF THE SOUTH 1/3 OF THE NORTH 3/10 OF THE SOUTH 1/2.
- (65) THE EAST 1/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (66) THE EAST 1/14 OF THE WEST 14/32 OF THE SOUTH 1/8 OF THE NORTH 8/10 OF THE SOUTH 1/2.
- (67) THE WEST 1/3 OF THE EAST 3/10 OF THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (68) THE EAST 1/7 OF THE WEST 7/8 OF THE SOUTH 1/5 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4.

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- (69) THE WEST 1/8 OF THE EAST 4/5 OF THE NORTH 1/4 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (70) THE EAST 1/25 OF THE WEST 25/32 OF THE SOUTH 1/9 OF THE NORTH 9/10 OF THE SOUTH 1/2.
- (71) THE EAST 1/25 OF THE WEST 25/32 OF THE SOUTH 1/4 OF THE NORTH 4/10 OF THE SOUTH 1/2.
- (72) THE EAST 1/5 OF THE WEST 5/16 OF THE SOUTH 1/3 OF THE NORTH 3/10 OF THE NORTHEAST 1/4.
- (73) THE EAST 1/2 OF THE WEST 2/16 OF THE SOUTH 1/3 OF THE NORTH 3/10 OF THE NORTHEAST 1/4.
- (74) THE EAST 1/16 OF THE WEST 16/32 OF THE SOUTH 1/5 OF THE NORTH 5/10 OF THE SOUTH 1/2.
- (75) THE EAST 1/3 OF THE WEST 3/16 OF THE SOUTH 1/3 OF THE NORTH 3/10 OF THE NORTHEAST 1/4.
- (76) THE EAST 1/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (77) THE WEST 1/7 OF THE EAST 7/10 OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (78) THE EAST 1/10 OF THE NORTH 1/4 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (79) THE WEST 1/7 OF THE EAST 7/10 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.
- (80) THE EAST 1/21 OF THE WEST 21/32 OF THE SOUTH 1/3 OF THE NORTH 3/10 OF THE SOUTH 1/2.
- (81) THE EAST 1/16 OF THE WEST 9/16 OF THE SOUTH 1/10 OF THE NORTH 5/10 OF THE NORTHEAST 1/4.
- (82) THE EAST 1/7 OF THE WEST 7/32 OF THE SOUTH 1/7 OF THE NORTH 7/10 OF THE SOUTH 1/2.
- (83) THE EAST 1/28 OF THE WEST 28/32 OF THE SOUTH 1/5 OF THE NORTH 5/10 OF THE SOUTH 1/2.
- (84) THE EAST 1/18 OF THE WEST 18/32 OF THE SOUTH 1/5 OF THE NORTH 5/10 OF THE SOUTH 1/2.
- (85) THE EAST 1/6 OF THE WEST 6/32 OF THE SOUTH 1/2 OF THE NORTH 2/10 OF THE SOUTH 1/2.
- (86) THE EAST 1/5 OF THE WEST 5/32 OF THE SOUTH 1/2 OF THE NORTH 2/10 OF THE SOUTH 1/2.
- (87) THE WEST 1/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (88) THE EAST 1/3 OF THE WEST 1/32 OF THE SOUTH 1/5 OF THE NORTH 5/10 OF THE SOUTH 1/2.
- (89) THE EAST 1/2 OF THE WEST 2/16 OF THE SOUTH 1/4 OF THE NORTH 4/10 OF THE NORTHEAST 1/4.
- (90) THE EAST 1/10 OF THE NORTH 1/4 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (91) THE EAST 1/11 OF THE WEST 11/32 OF THE SOUTH 1/2 OF THE NORTH 2/10 OF THE SOUTH 1/2.
- (92) THE EAST 1/16 OF THE WEST 11/16 OF THE SOUTH 1/10 OF THE NORTH 6/10 OF THE NORTHEAST 1/4.

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BOOK

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- (93) THE WEST 1/16 OF THE SOUTH 1/8 OF THE NORTH 8/10 OF THE NORTHEAST 1/4.
- (94) THE EAST 1/4 OF THE WEST 14/16 OF THE SOUTH 1/5 OF THE NORTH 5/10 OF THE NORTHEAST 1/4.
- (95) THE WEST 1/2 OF THE EAST 1/5 OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (96) THE EAST 1/4 OF THE WEST 4/8 OF THE SOUTH 1/3 OF THE NORTH 2/5 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4.
- (97) THE EAST 1/10 OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (98) THE EAST 1/29 OF THE WEST 29/32 OF THE SOUTH 1/9 OF THE NORTH 9/10 OF THE SOUTH 1/2.
- (99) THE EAST 1/8 OF THE NORTH 1/5 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4.
- (100) THE EAST 1/2 OF THE WEST 2/8 OF THE SOUTH 1/3 OF THE NORTH 3/5 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4.
- (101) THE EAST 1/15 OF THE WEST 15/32 OF THE SOUTH 1/6 OF THE NORTH 6/10 OF THE SOUTH 1/2.
- (102) THE EAST 1/18 OF THE WEST 18/32 OF THE SOUTH 1/7 OF THE NORTH 7/10 OF THE SOUTH 1/2.
- (103) THE EAST 1/2 OF THE WEST 2/8 OF THE SOUTH 1/2 OF THE NORTH 2/5 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4.
- (104) THE WEST 1/2 OF THE EAST 1/5 OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4.
- (105) THE EAST 1/3 OF THE WEST 3/8 OF THE NORTH 1/5 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4.
- (106) THE EAST 1/2 OF THE WEST 2/8 OF THE NORTH 1/5 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4.
- (107) THE EAST 1/4 OF THE WEST 4/16 OF THE SOUTH 1/10 OF THE NORTHEAST 1/4.
- (211) 25-23-24 W 132 FT OF E 396 FT OF N 1/4 OF NW 1/4 OF NW 1/4.
- (212) 25-23-24 W 132 FT OF E 660 FT OF N 1/4 OF NW 1/4 OF NW 1/4.
- (213) 25-23-24 N 132 FT OF E 660 FT N 1/2 OF S 1/2 OF NE 1/4 OF NW 1/4.
(NOTE SEE O.R. 733, PG. 260 FOR CORRECT LEGAL)
- (214) 25-23-24 E 132 FT OF W 396 FT OF S 1/4 OF NW 1/4 OF NW 1/4.
- (215) 25-23-24 E 165 FT OF W 1320 FT OF S 264 FT OF N 792 FT OF NE 1/4.
- (216) 25-23-24 W 165 FT OF E 330 FT OF S 264 FT OF N 1/2 OF NE 1/4.
- (217) 25-23-24 W 165 FT OF S 264 FT OF SW 1/4 OF NW 1/4.
- (218) 25-23-24 E 165 FT OF W 495 FT OF N 264 FT OF SW 1/4.
- (219) 25-23-24 E 165 FT OF W 660 FT OF N 264 FT OF SW 1/4.
- (220) 25-23-24 E 165 FT OF W 1155 FT OF S 264 FT OF N 1056 FT OF SE 1/4.
- (221) 25-23-24 W 165 FT OF E 330 FT OF W 1320 FT OF S 264 FT OF N 1/2 OF SE 1/4.
- (222) 25-23-24 E 165 FT OF W 1320 FT OF S 264 FT OF N 1320 FT OF SE 1/4.
- (223) 25-23-24 W 165 FT OF E 330 FT OF N 1/4 OF SW 1/4 OF SE 1/4.

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(224) 25-23-24 W 165 FT OF N 264 FT OF S 528 FT OF SW 1/4.

(225) 25-23-24 W 165 FT OF E 660 FT OF S 264 FT OF SW 1/4.

(226) 25-23-24 W 165 FT OF E 495 FT OF S 264 FT OF SW 1/4.

O.R. BOOK 1580 PAGE 1874

ALSO LESS:

IN SECTION 27, TOWNSHIP 23 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THE FOLLOWING:

- (188) THE WEST 1/8 OF THE EAST 4/5 OF THE NORTH 1/4 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4.
- (189) THE WEST 1/2 OF THE EAST 1/5 OF THE NORTH 1/4 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4.
- (190) THE WEST 1/8 OF THE EAST 4/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4.
- (191) THE WEST 1/2 OF THE EAST 1/5 OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4.
- (192) THE WEST 1/4 OF THE EAST 2/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4.
- (193) THE WEST 1/5 OF THE EAST 1/2 OF THE NORTH 1/4 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4.
- (194) THE WEST 1/9 OF THE EAST 9/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4.
- (195) THE WEST 1/2 OF THE EAST 1/5 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4.
- (196) THE EAST 1/10 OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4.
- (197) THE WEST 1/2 OF THE EAST 1/5 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4.
- (198) THE WEST 1/7 OF THE EAST 7/10 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4.

IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST:

LOT 47

THE WEST 1/7 OF THE EAST 7/20 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.

LOT 62

THE EAST 1/2 OF THE WEST 1/10 OF THE SOUTH 1/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.

LOT 78

THE WEST 1/3 OF THE EAST 3/20 OF THE SOUTH 1/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4.

LOT 158

THE WEST 1/3 OF THE EAST 3/20 OF THE SOUTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4.

LOT 159

THE WEST 1/2 OF THE EAST 1/10 OF THE SOUTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4.

LOT 227

THE EAST 1/7 OF THE WEST 7/20 OF THE SOUTH 1/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4.

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

IN SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST:

LOT 287
THE WEST 1/7 OF THE EAST 7/20 OF THE NORTH 1/2 OF THE SOUTH 1/2
OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4.

O.R. BOOK 1580 PAGE 1875

LOT 352
THE EAST 1/2 OF THE WEST 1/5 OF THE SOUTH 1/4 OF THE SOUTHEAST
1/4 OF THE NORTHWEST 1/4.

LOT 402
THE WEST 1/2 OF THE EAST 1/10 OF THE NORTH 1/2 OF THE SOUTH 1/2
OF THE NORTH 1/2 OF THE SOUTHWEST 1/4.

LOT 498
THE EAST 1/3 OF THE WEST 3/20 OF THE NORTH 1/2 OF THE SOUTH 1/2
OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4.

LOT 510
THE EAST 1/10 OF THE WEST 1/2 OF THE SOUTH 1/4 OF THE SOUTH 1/2
OF THE SOUTHWEST 1/4.

LOT 512
THE EAST 1/2 OF THE WEST 1/5 OF THE SOUTH 1/4 OF THE SOUTHEAST
1/4 OF THE SOUTHWEST 1/4.

IN SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST:

LOT 572
THE WEST 1/2 OF THE EAST 1/5 OF THE NORTH 1/4 OF THE NORTHWEST
1/4 OF THE NORTHWEST 1/4.

IN SECTION 27, TOWNSHIP 23 SOUTH, RANGE 24 EAST:

LOT 687
THE WEST 1/7 OF THE EAST 7/20 OF THE NORTH 1/4 OF THE NORTH 1/2
OF THE NORTHEAST 1/4.

LOT 738
THE EAST 1/3 OF THE WEST 3/20 OF THE NORTH 1/2 OF THE SOUTH 1/2
OF THE NORTH 1/2 OF THE NORTHEAST 1/4.

MEMO: Legibility of writing,
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this document when microfilmed.

ROAD EASEMENTS (O.R. BOOK 389 PAGE 684)

1. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE NORTH 1/4 OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST.
2. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 1/8 OF THE NE 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST.
3. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE NORTH 1/8 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST.
4. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 5/8 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST.
5. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 3/8 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST.
6. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 1/8 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST.
7. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE WEST LINE OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

8. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

9. (THE DESCRIPTION IN #9 OF O.R. 389 PAGE 684 DOES NOT AFFECT THE SUBJECT PROPERTY)

10. AN EASEMENT 60' IN WIDTH BEING THE WEST 60' OF THE WEST 1/20 OF THE N 1/4 OF THE S 1/2 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

O.R. BOOK: 1580 PAGE 1876

ROAD EASEMENTS (O.R. BOOK 390 PAGE 737)

1. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE WEST LINE OF SE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

2. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE EAST LINE OF THE WEST 3/4 OF THE WEST 1/2 OF THE SOUTH 3/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

3. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTH 1/4 OF THE EAST 1/2 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

4. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 3/4 OF THE SOUTH 1/4 OF THE EAST 1/2 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

5. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTH 1/4 OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

6. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 3/4 OF THE SOUTH 1/4 OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

7. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

8. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 3/4 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

9. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

10. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 3/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

ROAD EASEMENTS (O.R. BOOK 390 PAGE 738)

1. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

2. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

3. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 3/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

ROAD EASEMENTS (O.R. BOOK 390 PAGE 739)

1. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE WEST LINE OF THE EAST 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

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2. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

3. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 3/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

4. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE WEST LINE OF THE EAST 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

5. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTH 1/2 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

6. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 3/4 OF THE NORTH 1/2 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

ROAD EASEMENTS (O.R. BOOK 390 PAGE 740)

1. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE EAST LINE OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

2. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTH 1/2 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

3. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE NORTH LINE OF THE SOUTH 3/4 OF THE NORTH 1/2 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

ROAD EASEMENTS (O.R. BOOK 392 PAGE 884)

1. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE WEST LINE OF THE EAST 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

2. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE WEST LINE OF THE EAST 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

3. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

4. THE NORTH 30 FEET OF THE NE 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

5. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE NORTH 2/10 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

6. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE NORTH 4/10 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

7. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE NORTH 6/10 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

8. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE NORTH 8/10 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

9. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE NE 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

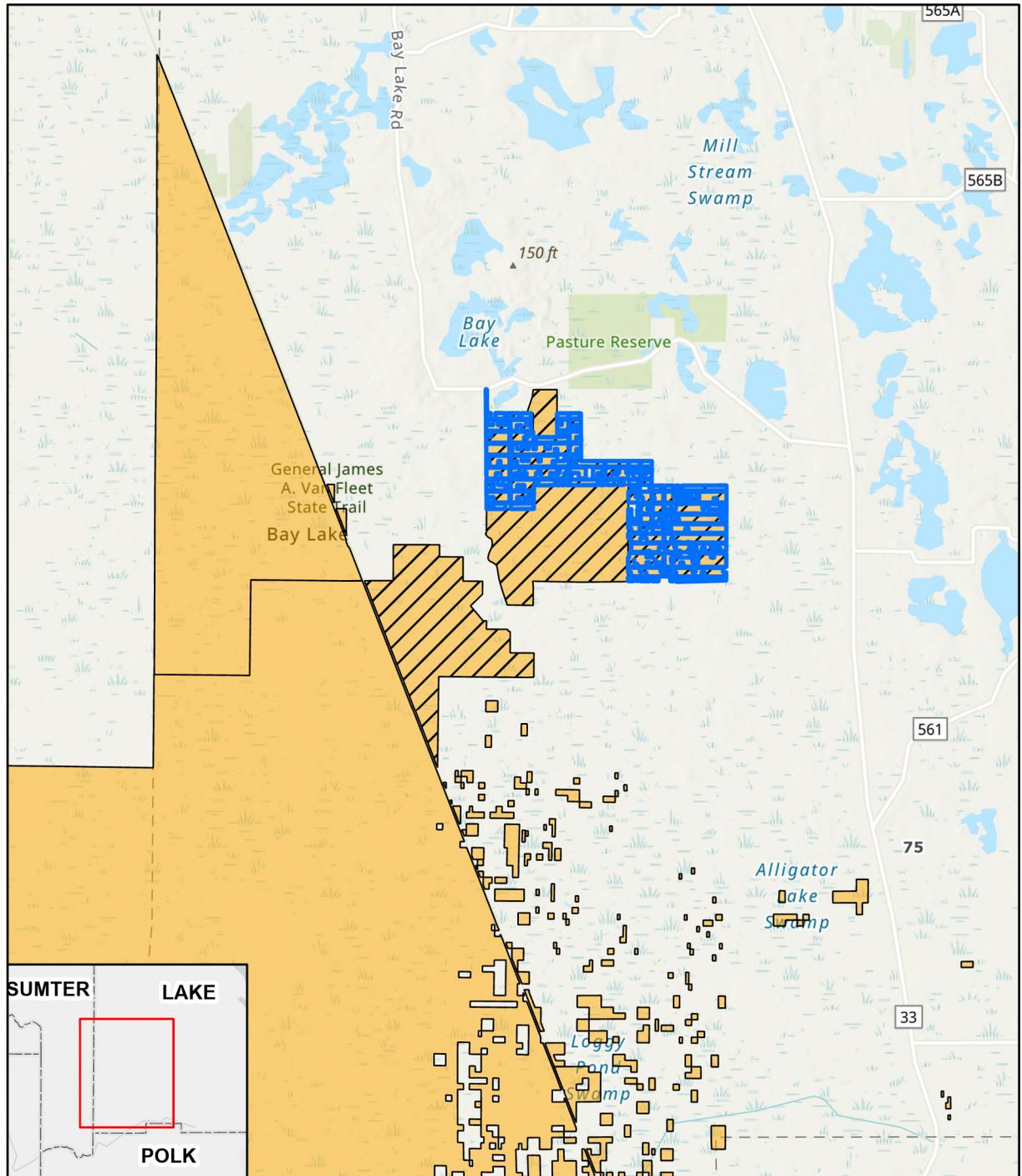
10. THE NORTH 30 FEET OF THE NE 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

11. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE NORTH 1/5 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

12. AN EASEMENT 60' IN WIDTH THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE NORTH 3/5 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 24 EAST.

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typing or printing unsatisfactory
the document when micro-

**Exhibit 2
Green Swamp Wilderness Preserve - East Tract
First Right of Refusal for
SWF Parcel No. 10-200-1144C Location Map**



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

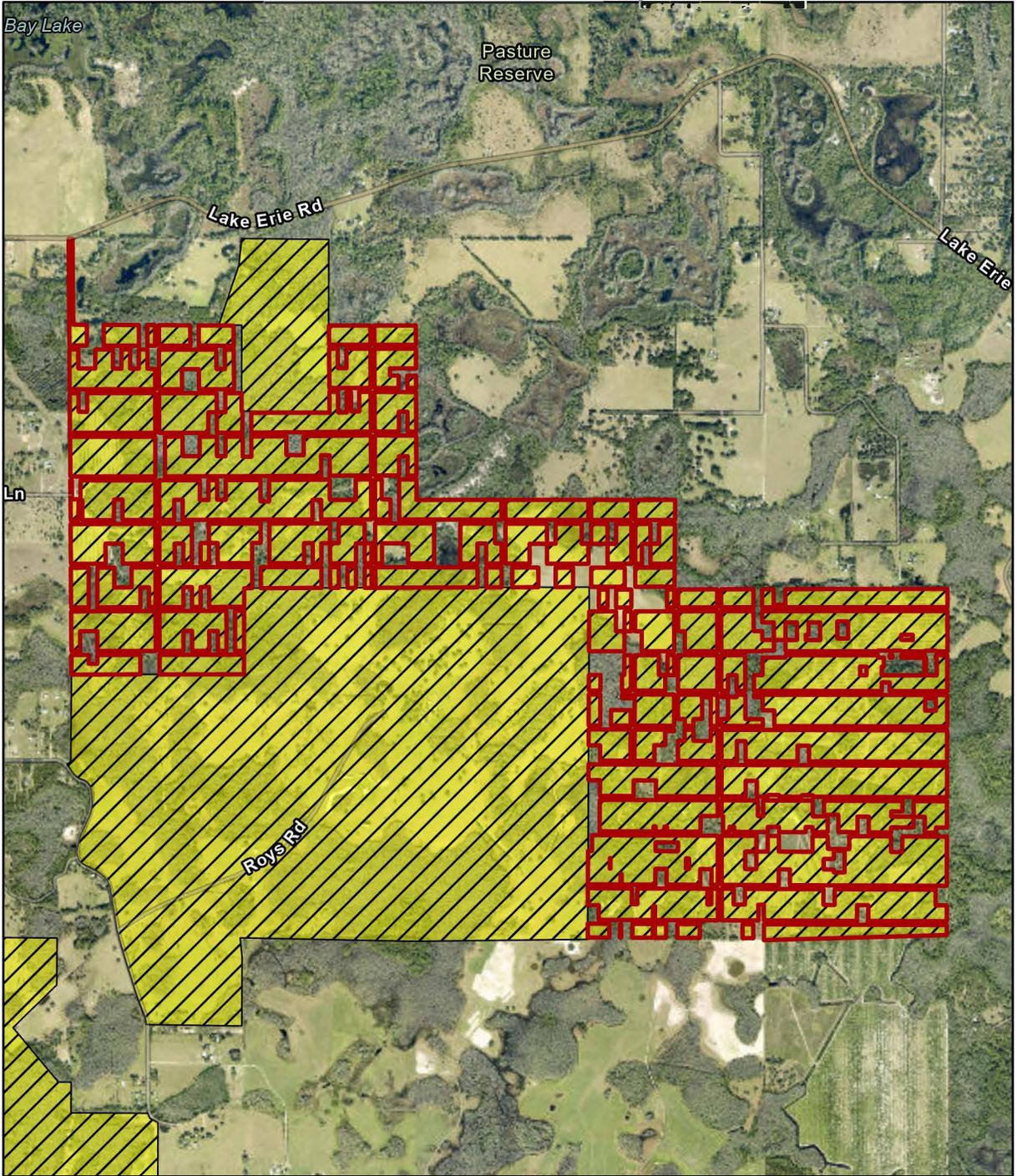
- District Owned Lands Fee Simple
- District Conservation Easement
- SWF Parcel No. 10-200-1144C

0 0.5 1
Miles



Southwest Florida
Water Management District

**Exhibit 3
Green Swamp Wilderness Preserve - East Tract
First Right of Refusal for
SWF Parcel No. 10-200-1144C Site Map**



State of Florida, Maxar, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

- SWF Parcel No. 10-200-1144C Modica
 - District Conservation Easement
- 0 1,000 2,000
- + + + + + + + + + +
Feet



Vacant Land Contract

1* 1. **Sale and Purchase:** Green Swamp Reserve, Inc. and James V. Modica ("Seller")
 2* and Arthur V. Raney, Jr. Family Trust as to 50% and Connie J. Raney Family Trust as to 50% ("Buyer")
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: _____
 6* Legal Description: As described in alternate key numbers listed on the last page of this contract.
 7 _____
 8 _____
 9 _____
 10 _____
 11* SEC 25 /TWP / 23 /RNG 24 of Lake County, Florida. Real Property ID No.: _____
 12* including all improvements existing on the Property and the following additional property: _____
 13 _____

14* 2. **Purchase Price:** (U.S. currency).....\$ 1,700,000.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: Bowen Schroth
 17* Escrow Agent's Contact Person: Beverly Staples
 18* Escrow Agent's Address: 250 S. Main Ave., Groveland, FL 34736
 19* Escrow Agent's Phone: 352-589-1414
 20* Escrow Agent's Email: bstaples@bowenschroth.com

- 21 (a) Initial deposit (\$0 if left blank) (**Check if applicable**)
 22* accompanies offer
 23* will be delivered to Escrow Agent within 5 days (3 days if left blank)
 24* after Effective Date\$ 100,000.00
 25 (b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
 26* within _____ days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____
 28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____
 29* (d) Other:\$ _____
 30 (e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds\$ 1,600,000.00
 32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$_____ per unit based on a
 35 calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in
 36 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 37* calculation: _____

38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy
 39* delivered to all parties on or before 02/10/2023, this offer will be withdrawn and **Buyer's** deposit, if
 40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 41 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer**
 42 **has signed or initialed and delivered this offer or the final counter offer.**

43* 4. **Closing Date:** This transaction will close on See Addendum ("Closing Date"), unless specifically
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property
 48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and
 50 other items.

Buyer  and Seller  (_____) (_____) acknowledge receipt of a copy of this page, which is 1 of 7 pages.
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- 51 **5. Financing: (Check as applicable)**
- 52* (a) **Buyer** will pay cash for the Property with no financing contingency.
- 53* (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
- 54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
- 55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
- 56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
- 58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
- 59* returned.
- 60* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
- 61* or _____% of the purchase price at (**Check one**) a fixed rate not exceeding _____% an
- 62* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
- 63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
- 64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65* disclose all such information to **Seller** and Broker.
- 66* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
- 67* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
- 68* follows: _____
- 69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
- 70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
- 72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
- 74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
- 75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
- 77* **Seller** will make the loan.
- 78* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
- 79* _____
- 80* LN# _____ in the approximate amount of \$ _____ currently payable at
- 81* \$ _____ per month, including principal, interest, taxes and insurance, and having a
- 82* fixed other (describe) _____
- 83* interest rate of _____% which will will not escalate upon assumption. Any variance in the
- 84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
- 85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
- 86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
- 87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
- 88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.
- 89* **6. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
- 90* contract, may assign but not be released from liability under this contract, or may not assign this contract.
- 91* **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
- 92* deed special warranty deed other (specify) _____, free of liens, easements,
- 93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
- 94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95* other matters to which title will be subject) _____,
- 96* provided there exists at closing no violation of the foregoing.
- 97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99* **Seller** will deliver to **Buyer**, at
- 100* (**Check one**) **Seller's** **Buyer's** expense and
- 101* (**Check one**) within _____ days after Effective Date at least _____ days before Closing Date,
- 102* (**Check one**)
- 103* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
- 105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
- 106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
- 107* **Buyer** within 15 days after Effective Date.

Buyer  and Seller  (_____) (_____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

108 * (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
114 then (1) above will be the title evidence.

115 * (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
118 * **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134 * (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

161 * (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
162 being satisfied that either public sewerage and water are available to the Property or the Property will be
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Buyer  and Seller  (_____) (_____) acknowledge receipt of a copy of this page, which is 3 of 7 pages.
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164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
 166 contingent on **Buyer** conducting any further investigations.
 167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 169 expired or if Paragraph 8(a)(2) is selected.
 170 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
 172 to improving the Property and rebuilding in the event of casualty.
 173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
 180 with the shore line of the Property being purchased.
 181 * **Buyer** waives the right to receive a CCCL affidavit or survey.

182 9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
 184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds
 185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
 186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the
 187 costs indicated below.

188 (a) **Seller Costs:**
 189 Taxes on deed
 190 Recording fees for documents needed to cure title
 191 Title evidence (if applicable under Paragraph 7)
 192 * Other: _____

193 (b) **Buyer Costs:**
 194 Taxes and recording fees on notes and mortgages
 195 Recording fees on the deed and financing statements
 196 Loan expenses
 197 Title evidence (if applicable under Paragraph 7)
 198 Lender's title policy at the simultaneous issue rate
 199 Inspections
 200 Survey
 201 Insurance
 202 * Other: _____

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,
 205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be
 206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**
 208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount
 209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but
 210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be
 211 * paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
 212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
 213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
 217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**
 218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**
 219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
 221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
 222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
 224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
 225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
 226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
 227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
 229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
 230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
 231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
 232 **this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
 234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
 235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
 236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
 237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
 238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
 240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
 241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
 242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
 243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
 244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
 245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
 246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
 247 the other; and **Buyer's** deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
 249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
 250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
 251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
 252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
 253 **delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
 255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
 256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
 257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
 258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
 259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
 260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
 261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
 262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
 263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular
 264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
 265 permitted, of **Seller**, **Buyer**, and **Broker**.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
 267 closing or termination of this contract.
- 268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
 269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
 270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also
 271 be liable for the full amount of the brokerage fee.

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272 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
276 will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in
277 equity to enforce **Seller's** rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

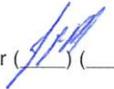
281 **17. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 **18. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**
296 representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and**
297 **government agencies for verification of the Property condition and facts that materially affect Property**
298 **value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
305 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.

311 **19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

321* (a) N/A (Seller's Broker)
322* will be compensated by **Seller** **Buyer** both parties pursuant to a listing agreement other
323* (specify): _____
324* (b) N/A (Buyer's Broker)
325* will be compensated by **Seller** **Buyer** both parties **Seller's** Broker pursuant to a MLS offer of
326* compensation other (specify): _____

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327* 21. Additional Terms: 1. This contract is contingent upon the approval of Southwest Florida Water Management
 328 District.
 329 2. This contract is contingent upon buyers' approval of the conservation easement on the subject property.
 330 3. This contract shall be closed at the office of Bowen Schroth, 250 South Main Ave., Groveland, FL 34736.
 331 4. Closing shall occur on or before 30 days after the completion of the due diligence and/or after the approval of the
 332 SWFWMD whichever is later.
 333 5. The seller reduced the purchase price by \$100,000.00 to release him from any obligation to deal with legal issues that may
 334 arise associated with the outparcels located within the property being sold.
 335 6. According to the existing conservation easement with the SWFWMD there are two designated homesite within the property
 336 being sold. As part of this contract, the buyer agrees to allow the seller to modify the conservation easement to move one of
 337 the home sites to the property he retains within the conservation easement boundary.
 338
 339
 340 Alternate Key numbers for property under this contract: #1777569; #1105404; #1505984; #1505909; #1777500;
 341 #1113105; #1777542; #1105374; #1105463; #1506107; #1505861; #1086051; #3771624; #1105471; #1777534;
 342 #1176531; #1105340; #1105358; #2560738; #1384991; #1506191; #1506204; #1505917; #1777577 and

#1105366

COUNTER-OFFER/REJECTION

344* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 345 deliver a copy of the acceptance to Seller).
 346* Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
 348 **signing.**

349* Buyer: [Signature] Date: 02-07-23

350* Print name: Arthur V Raney Jr

351* Buyer: [Signature] Date: 02-07-23

352* Print name: Connie J Raney

353 Buyer's address for purpose of notice:

354* Address: _____

355* Phone: _____ Fax: _____ Email: _____

356* Seller: [Signature] Date: 02-07-23

357* Print name: James V Modica

358* Seller: _____ Date: _____

359* Print name: _____

360 Seller's address for purpose of notice:

361* Address: _____

362* Phone: _____ Fax: _____ Email: _____

363* **Effective Date: _____ (The date on which the last party signed or initialed and delivered the**
 364 **final offer or counter offer.)**

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Addendum to Contract

Addendum No. 1 to the Contract dated February 2, 2023 between

Green Swamp Reserve, Inc. and James V. Modica (Seller)

and Arthur V. Raney, Jr. Family Trust as to 50% and Connie J. Raney Family Trust as to 50% (Buyer)

concerning the property described as: Alternate Key #1777569; #1105404; #1505984; #1505909; #1777500; #1113105;

#1777542; #1105374; #1105463; #1506107; #1505861; #1086051; #3771624; #1105471; #1777534; #1176531; #1105340;

#1105358; #2560738; #1384991; #1506191; #1506204; #1505917; #1777577 and #1105366

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

Additional Terms #6 is hereby deleted.

Date: 03-07-23

Buyer:

Date: 3-07-23

Buyer:

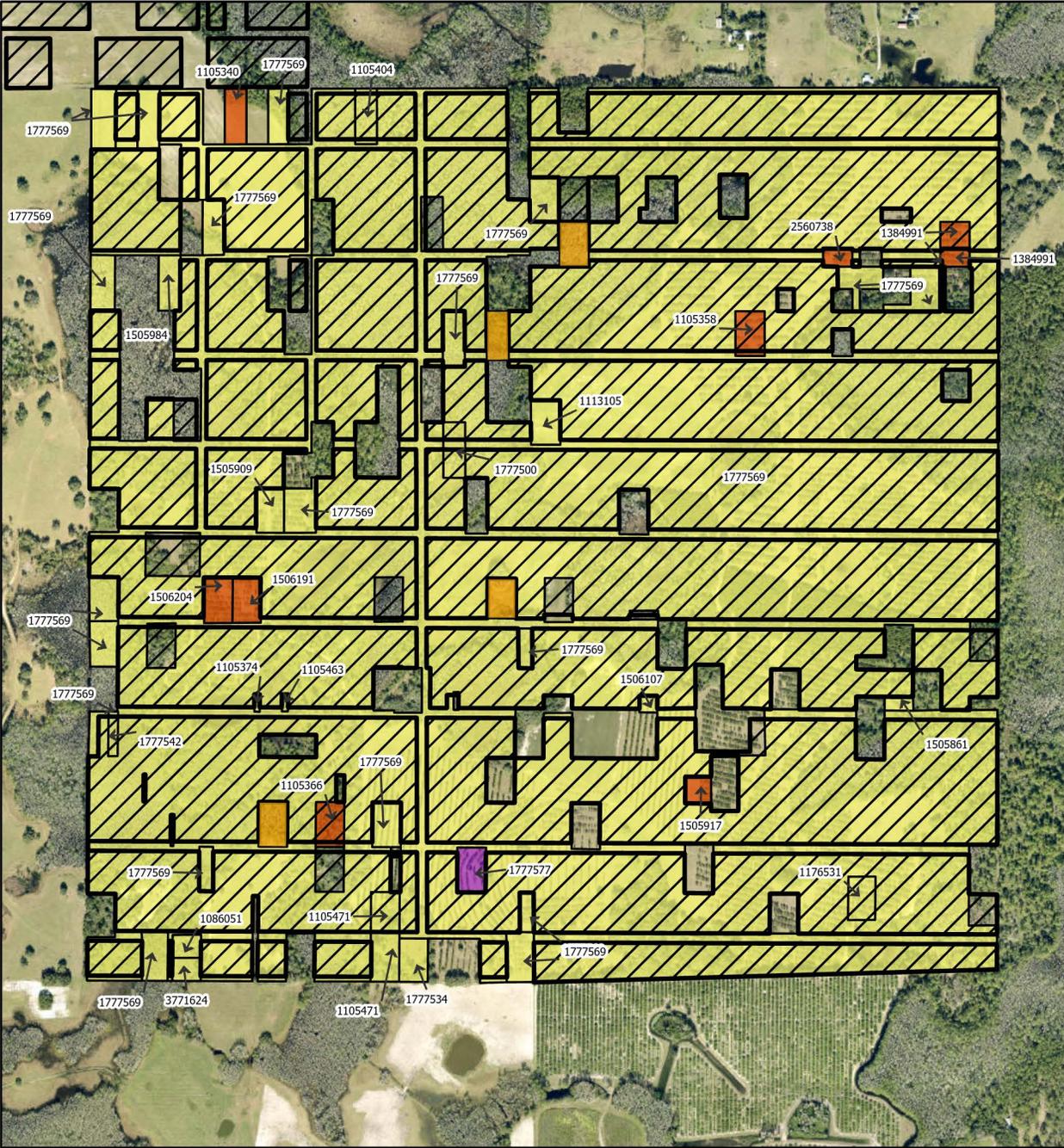
Date: 3-7-23

Seller:

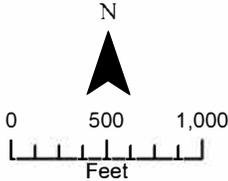
Date: _____

Seller: _____

Exhibit 5



| Property Owner | | District Land Interest | |
|---|---------------------------|---|-----------------------------|
|  | Green Swamp Reserve, Inc. |  | District Owned Fee Simple |
|  | Modica, James V |  | SWF Parcel No. 10-200-1144C |
|  | Modica, Jim | | |



CONSENT AGENDA

March 28, 2023

Operations, Lands and Resource Monitoring Committee: Amended and Restated Site Agreement for Land – Cell Phone Tower, SWF Parcel No. 20-503-257X

Purpose

The purpose of this item is to recommend the Governing Board approve the Amended and Restated Site Agreement for Land (the “New Agreement”) (Exhibit 1) with T-Mobile USA Tower, LLC for access to and lease of District land for the operation and maintenance of a cell phone tower and other related equipment located thereon. A general location and site map are included as Exhibits 2 and 3 to this item.

Background/History

The District acquired this property from J.A. and Shirley Kent (the “Kents”) in October 2006. At the time of the District’s acquisition, the property was subject to a Site Agreement for Land (the “Original Agreement”) between the Kents and APT Tampa/Orlando, Inc. for the lease of 4,426 square feet of the property (the “Premises”) to be used for the purpose of installing, removing, replacing, maintaining, and operating a communications facility on the Premises, as well as an easement granting access to the Premises. The Original Agreement was assigned to the District through an Assignment of Lease as part of the closing process.

The Original Agreement, which is dated April 13, 1998, has a term of five (5) years, with the automatic extension of four (4) consecutive periods of five (5) years each. The final term ending in June 2023. T-Mobile USA Tower, LLC, the successor in interest to APT Tampa/Orlando, Inc. has expressed their desire to amend and restate the Original Agreement prior to expiration in June 2023. The term of the New Agreement will be for five (5) years and will be automatically renewed for four (4) additional terms of five (5) years each, unless terminated pursuant to the terms of the New Agreement.

The approval of this item will allow the District to enter into the New Agreement with T-Mobile USA Tower, LLC, which will continue to provide a revenue generating opportunity for the District. The new lease will continue to generate \$10,494.12 annually (the “Rent”), to be paid in equal monthly installments of \$874.51 per month through December 31, 2023. Effective January 1, 2024 the rent shall increase to \$29,000.00 annually, to be paid in equal monthly installments of \$2,416.66 per month. The Rent shall increase by fifteen percent (15%) at the commencement of each renewal term referenced above.

Benefits/Costs

The approval of this New Agreement will provide a revenue generating opportunity for the District. The District will incur no costs associated with this lease.

Staff Recommendation:

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

Presenter:

Ellen Morrison, Bureau Chief, Land Resources

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AMENDED AND RESTATED SITE AGREEMENT FOR LAND

THIS AMENDED AND RESTATED SITE AGREEMENT FOR LAND (the “Agreement”) is made effective this _____ day of _____, 20____, (“Effective Date”) by and between **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT** (“Lessor”) and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company (“Lessee”).

RECITALS:

WHEREAS, J.A. Kent and Shirley W. Kent (“**Original Lessor**”), as landlord, entered into a Site Agreement for Land dated April 8, 1998 (the “**Original Agreement**”), with APT Tampa/Orlando, Inc., a Delaware corporation (“**APT**”), as tenant, a memorandum of which Original Agreement was recorded in O.R. Book 4384, Page 708 in the Official Public Records of Polk County, Florida;

WHEREAS, Lessor is the successor in interest to Original Lessor and Lessee is the successor in interest to APT; and

WHEREAS, Lessor and Lessee desire to amend and restate the Original Agreement, in its entirety and the Original Agreement shall be of no further force or effect.

NOW, THEREFORE, for good and valuable consideration, the premises and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following terms and conditions.

1. **Termination of Original Lease.** Lessor and Lessee acknowledge and agree that as of the Effective Date, the terms of the Original Agreement shall be of no further force or effect and that from and after Effective Date the Original Agreement is and shall be superseded and replaced with this Agreement, for all purposes.

2. **Description of Property.** Lessor is the owner of certain real property located in Polk County, Florida. A description of said property is attached hereto as Exhibit “A” (hereinafter “Lessor’s Property”).

3. **Lease of Premises and Permitted Use.** Lessor hereby leases to Lessee a 4,426 square feet portion of Lessor’s Property, as further described in the sketch attached hereto as Exhibit “B” (the “Leased Premises”), for the purpose of (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment (“Improvements”) and (ii) uses incidental thereto, including without limitation testing of any kind and installation of equipment to accommodate new technologies or future innovations for receiving and transmitting signals for Lessee’s use and the use of its sublessees, licensees, and invitees (collectively the “Permitted Use”). It is the intent of the parties that Lessee’s Improvements shall not constitute a fixture.

4. **Easements.** Lessor hereby grants the following easements and rights-of-way over, under and upon Lessor’s Property to Lessee, Lessee’s employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor’s Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility located or to be located upon Leased Premises; (ii) an easement over such portion of Lessor’s Property as is reasonably necessary to obtain or comply with any Approvals (as defined in Section 9); (iii) a thirty foot (30’) wide easement in the location shown in Exhibit “B”, for ingress, egress and construction purposes including without limitation staging, storing and parking of equipment, vehicles, cranes and related materials, seven (7) days per week, twenty-four (24) hours per day, to extend from the nearest public right-of-way to the Leased Premises; (iv) a utility easement (the “Utility Easement”) in the location shown in Exhibit “B”, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes (collectively, the “Easements”). The Easements shall remain in effect during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

5. **Term.** The initial term of this Agreement shall commence on the date hereof and shall end on January 1, 2029 (the “Initial Term”). This Agreement will be automatically renewed for four (4) additional terms (each a “Renewal Term”) of five (5) years each (together, with the Initial Term, the “Lease Term”) unless terminated pursuant to the provisions set forth herein.

6. **Lessee’s Right to Terminate; Effect of Termination by Lessee.** Lessee shall have the right to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days’ prior written notice. Any monies owed by either party to the other, up to the date of termination, shall be paid within thirty (30) days of the termination date.

7. **Rent.** As consideration for Lessor entering into this Agreement, commencing on _____, Lessee shall pay Lessor Ten Thousand Four Hundred Ninety-Four and 12/100 Dollars (\$10,494.12) per year, to be paid in equal monthly installments of Eight Hundred Seventy Four and 51/100 Dollars (\$874.51) (“Rent”). Effective January 1, 2024, the Rent shall increase to Twenty-Nine Thousand and 00/100Dollars (\$29,000.00) per annum. At the commencement of each Renewal Term, the Rent shall increase by fifteen percent (15%) over the Rent due in the immediately preceding lease year.

8. **Signing Bonus.** As additional consideration for the execution of this Agreement, if Lessor executes and returns this Agreement, and the memorandum thereof, to within ten (10) days following Lessor's receipt of the executable documents, then Tenant shall pay to Lessor the sum of Ten Thousand and No/100 Dollars (\$10,000.00) within sixty (60) days following the final execution of this Amendment by Lessee.

9. **Lessor's Cooperation.** During the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain all of the certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises ("Approvals"), including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

10. **Hazardous Materials.**

(A) **Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) **Lessor's Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

(C) For purposes of this Agreement the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

11. **Insurance.** Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Lessor as an additional insured. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. Upon Lessor's written request, which request shall not exceed once per year, Lessee will provide Lessor with a copy of the certificate of insurance evidencing such coverage.

12. **Removal of Obstructions.** Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements.

13. Right of First Refusal. If, during Lease Term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Lease Agreement including rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's property of which the Leased Premises is a part ("Lessor's Property") is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Leased Premises or a perpetual easement for the Leased Premises. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Lease Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

14. Real Estate Taxes. Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. Notwithstanding any language in this section to the contrary, Lessee shall not be obligated to reimburse Lessor for any applicable taxes, unless Lessor requests such reimbursement, including any required documentation, within one (1) year after the date such taxes became due.

15. Waiver of Claims and Rights of Subrogation. The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

16. Default.

(A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. In the event that Lessee is in default beyond the applicable periods set forth above, Lessor shall have the right to injunctive relief, to require specific performance of this Agreement and to pursue an action for damages available at law.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee shall have the right to injunctive relief, to require specific performance of this Agreement, to pursue an action for damages, terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; perform the obligation(s) of Lessor specified in such notice, and charge Lessor for any expenditures reasonably made by Lessee in so doing or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

15. Limitation on Damages. In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

16. Hold Harmless. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such

claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

17. **Lessor's Covenant of Title.** Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement.

18. **Interference with Lessee's Business.** Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

19. **Eminent Domain.** If Lessor receives notice of a proposed or threatened taking by eminent domain of any part of the land upon which the Leased Premises or Easements are situated, whether through a condemnation lawsuit or the acquisition of land pursuant to the power of eminent domain (a "Taking"), Lessor will notify Lessee of the proposed Taking within five (5) business days of receiving said notice. If the Taking affects any portion of the Leased Premises or Easements that is less than the entire Leased Premises and Easements (a "Partial Taking"), then Lessee will have the option to either (i) declare the Agreement null and void, effective as of the date of Taking, and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. In the event of a Partial Taking, the parties shall enter into any amendment of the Agreement made necessary as a result of the Partial Taking. With respect to any Taking each party shall have the right to contest the Taking and directly pursue an award for their respective interests.

20. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be in the state or federal courts in the county where the Leased Premises is located.

21. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Lessor:

Southwest Florida Water Management District
Attn: Real Estate Services
2379 Broad Street
Brooksville, FL 34604

Lessee:

Crown Castle Towers 06-2 LLC
Attn: Legal - Real Estate
2000 Corporate Drive,
Canonsburg, PA 15317-8564

22. **Assignment, Sublease, Licensing and Encumbrance.** Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements; provided, however that Lessee shall comply with all applicable laws in connection therewith, including, without limitation applicable zoning, land use and permitting ordinances and regulations. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

23. **Mortgages.** In the event that the Leased Premises is currently encumbered or shall become encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a commercially reasonable non-disturbance agreement, in a form reasonably acceptable to Lessee, for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement, Lessee may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

24. **Sale of Property.** If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

25. **Surrender of Property.** Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

26. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

27. **Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's property now or hereafter located on the Leased Premises.

28. **Miscellaneous.**

(A) **Recording.** Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

(B) **Entire Agreement.** Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

(C) **Captions.** The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(D) **Construction of Document.** Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

(E) **Partial Invalidity.** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(F) **IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paperwork to affect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

[Signatures appear on following pages.]

LESSEE:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: **CCTMO LLC,**
a Delaware limited liability company

Its: Attorney in Fact

By: _____

Print Name: _____

Print Title (if any): _____

Date: _____

STATE OF _____)
)
_____ COUNTY)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ of **CCTMO LLC**, a Delaware limited liability company, as Attorney-in-Fact for **T-MOBILE USA TOWER LLC**, on behalf of the limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this ____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____

My Commission Number: _____

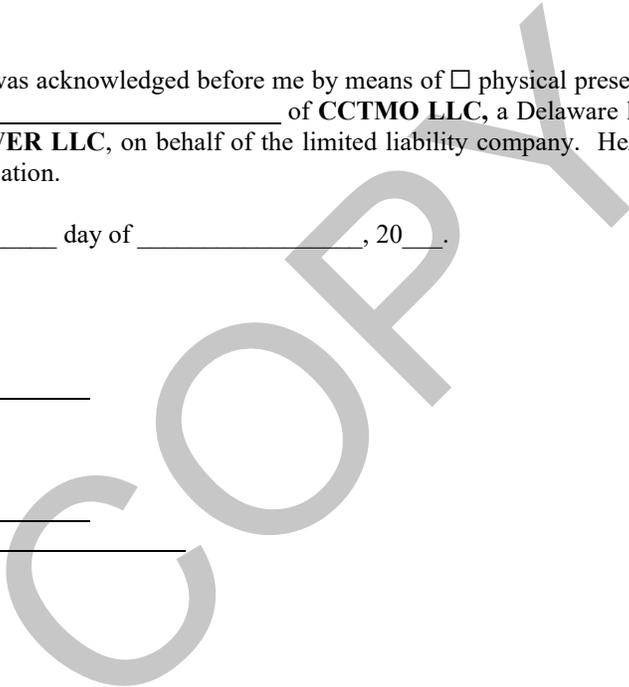


EXHIBIT "A"

[Legal Description of Lessor's Property]

SITUATED IN THE COUNTY OF POLK AND STATE OF FLORIDA:

IN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA: SOUTH OF STATE ROAD 570 COMMENCE AT THE SOUTHWEST CORNER OF SECTION 31; THENCE RUN NORTH 00°08'04" EAST ALONG THE WEST LINE OF SAID SECTION 31, 42.71 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 540; THENCE CONTINUE NORTH 00°08'04" EAST ALONG SAID WEST LINE OR SAID SECTION, 1293.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°33'55" EAST, 541.09 FEET; THENCE NORTH 15°03'20" EAST, 90.93 FEET; THENCE NORTH 68°40'59" EAST, 233.96 FEET; THENCE NORTH 34°49'23" EAST, 106.33 FEET; THENCE NORTH 00°44'29" WEST, 161.55 FEET; THENCE NORTH 10°05'35" EAST, 254.39 FEET; THENCE NORTH 04°00'47" WEST, 334.34 FEET; THENCE NORTH 21°04'43" EAST, 187.55 FEET; THENCE NORTH 60°08'43" EAST, 182.43 FEET; THENCE NORTH 28°55'13" EAST, 173.65 FEET; THENCE NORTH 02°39'43" EAST, 736.10 FEET; THENCE NORTH 45°39'47" WEST, 877.55 FEET; THENCE NORTH 05°00'32" WEST, 520.89 FEET TO THE WEST LINE OF SAID SECTION 31; THENCE SOUTH 00°08'04" WEST, 3,831.11 FEET TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY FOR STATE ROAD 570 AS DESCRIBED IN O.R. BOOK 3544, PAGE 1475, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS: THE WEST 400.00 FEET OF THE SOUTH 600 FEET OF THE SW 1/4 OF THE NW 1/4 AND THE WEST 400 FEET OF THE NORTH 350 FEET OF THE NW 1/4 OF THE SW 1/4, SECTION 31, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA.

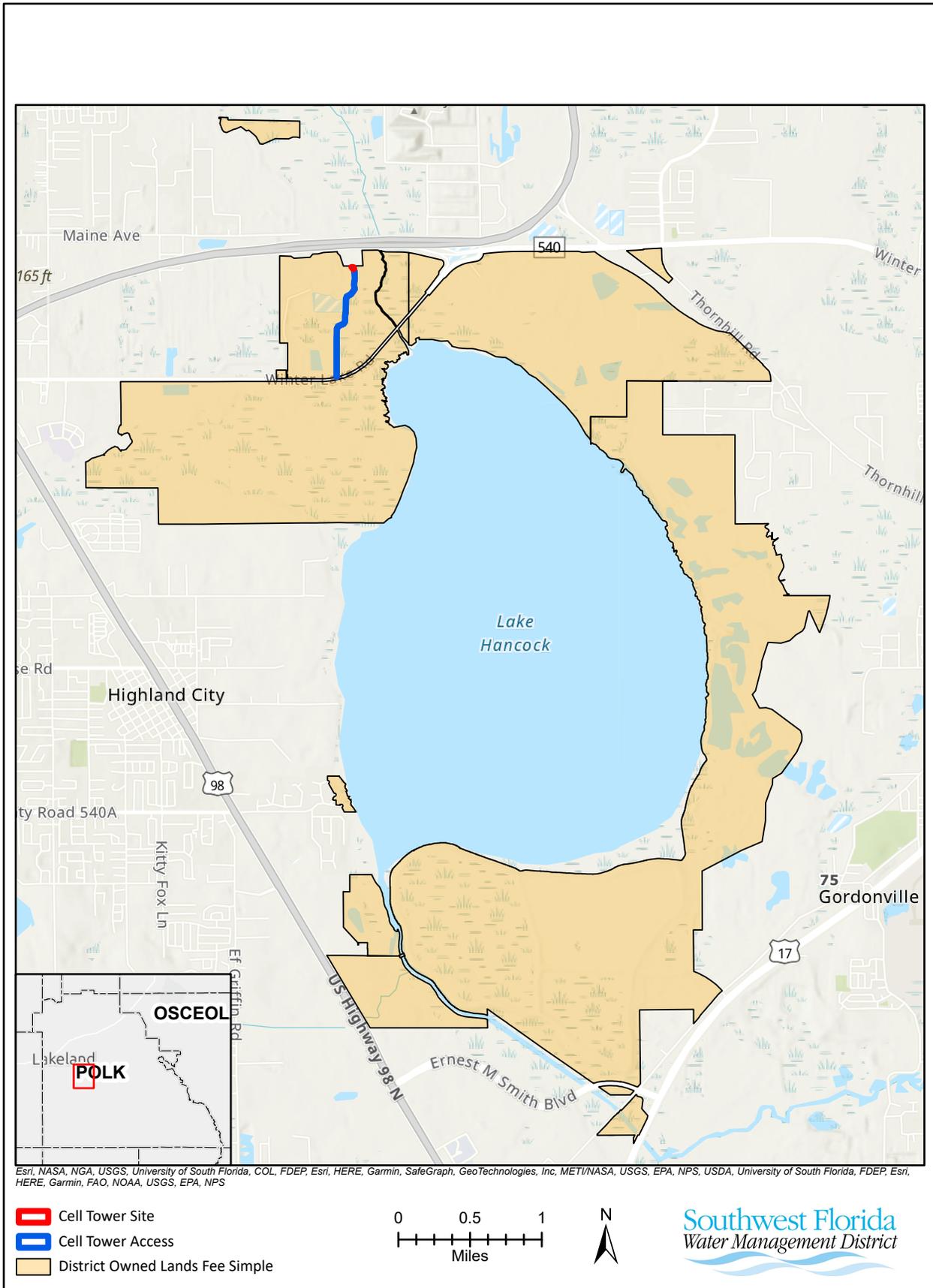
TAX ID NO: 25-28-31-0000010-033010

ADDRESS: 2702 Jacquee Lee Ln. Lakeland, FL 33801

COPY

SWF Parcel 20-503-257X

Exhibit 2 - Location Map



SWF Parcel 20-503-257X

Exhibit 3 - Site Map



CONSENT AGENDA

March 28, 2023

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

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



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

MINUTES

Board Members Present

Joel Schleicher, Chair
Ed Armstrong, Vice Chair (Acting Chair)
Michelle Williamson, Secretary*
John Mitten, Treasurer
Kelly Rice, Former Chair
Jack Bispham, Member
John Hall, Member
James Holton, Member
Dustin Rowland, Member
Robert Stern, Member

*Attended via Electronic Media

Board Members Absent

Ashley Bell Barnett, Member

Staff Members

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

Board Administrative Support

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

1. CONVENE PUBLIC MEETING

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

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

1.1 Call to Order

Vice Chair Ed Armstrong called the meeting to order. He noted that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. Vice Chair Armstrong stated that anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should complete and submit a "Request to Speak" card. Vice Chair Armstrong 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.

Vice Chair Armstrong introduced each member of the Governing Board and staff present at the dais (this served as roll call). A quorum was confirmed.

1.1a Oath of Office for Governing Board Members

Ms. Virginia Singer, Boards and Executive Services Manager, administered the Oath of Office to new Board Members James Holton, Dustin Rowland, and Robert Stern.

1.2 Invocation and Pledge of Allegiance

Board Member Kelly Rice offered the invocation and Pledge of Allegiance.

1.3 Employee Recognition

Vice Chair Armstrong recognized staff that reached at least 20 years of service. Mr. Ted Gates was recognized.

1.4 Additions/Deletions to Agenda

Mr. Brian Armstrong, Executive Director, stated the following item was deleted from the Consent Agenda:

Resource Management Committee

2.2 FY2023 Springs Projects Selected for Funding by FDEP

Vice Chair Armstrong stated there was good cause to approve the amended agenda as allowed by Section 120.525, Florida Statutes.

1.5 Public Input for Issues Not Listed on the Published Agenda

Mr. Sean Fitzgerald spoke regarding his opinion of his past employment.

Mr. David Ballard Geddes spoke regarding consumer confidence report.

Consent Agenda

Finance/Outreach and Planning Committee

2.1 Approval of the 2023 Consolidated Annual Report

Staff recommended the Board approve the 2023 Consolidated Annual Report and its transmittal to the State.

Resource Management Committee

2.2 FY2023 Springs Projects Selected for Funding by DEP

Staff recommended the Board:

- a. ~~Approve applying 2022 and 2023 state appropriations from the Land Acquisition Trust Fund (LATF) for Springs Water Quality Improvements and for Springs Restoration to the WH04, Q134, WH06, and WH07 projects selected by the Florida Department of Environmental Protection as outlined above.~~
- b. ~~Approve a budget transfer from the Springs Initiative Grant Program (H014) to the selected projects in the amount of \$14,416,750, of which \$11,440,500 is from the FDEP and \$2,976,250 is the required District match, as outlined above.~~

2.3 Approve the Little Jones Creek Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in the Sumter County (N919)

Staff recommended the Board approve the Little Jones Creek Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in the Sumter County.

2.4 Approve the Wildwood Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in the City of Wildwood (Q082)

Staff recommended the Board approve the Wildwood Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in the City of Wildwood.

Regulation Committee

2.5 Authorization for Initiation and Approval of Rulemaking to Amend Environmental Resource Permitting Applicant's Handbook Volume II, as Part of Statewide Environmental Resource Permitting Rule Amendments Resulting from the Clean Waterways Act

Staff recommended the Board authorize the initiation of rulemaking and approve the proposed amendments to Rule 40D-1.660, F.A.C., and the District's Environmental Resource Permitting Applicant's Handbook Volume II, to update stormwater design and operation regulations as required by the Clean Waterways Act.

Executive Director's Report

2.6 Approve Governing Board Minutes - January 24, 2023

Staff recommended the Board approve the minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (00:18:00)

Recognition of Former Governing Board Meeting

3.1 Recognition of Former Governing Board Member Seth Weightman

Former Board Member Seth Weightman was recognized for his service on the Governing Board.

Finance/Outreach and Planning Committee

Treasurer John Mitten called the committee to order.

4.1 Consent Item(s) Moved to Discussion - None

4.2 Legislative Update

Ms. Cara Martin, Government and Community Affairs Office Chief, provided an overview of the 2023 Legislative session. The session began on March 7 and is scheduled to conclude on May 5. Ms. Martin provided an overview of the Legislative leadership, key House and Senate Chairs and specific committees. She addressed specific bills that have been filed. Ms. Martin stated that there are four District Board Members that are scheduled to be confirmed during this session.

Ms. Martin outlined the Governor's \$114.8 billion proposed budget. She stated this includes \$6.8 billion for protection of the environment, agriculture, and natural resources. She stated that as part of the Governor's Resilient Florida Grant Program, this budget will invest over \$406 million for resiliency, including \$350 million for implementation of statewide

resilience projects and \$56 million for resiliency planning, coral reef protection and includes \$100 million for the Florida Forever Program. Ms. Martin stated that there is also a proposed \$85 million for the continued stabilization, water treatment, and closure of Piney Point. Ms. Martin stated that \$50 million is proposed for the Alternative Water Supply Grant Program. In addition, \$50 million is also being proposed to restore Florida's springs and this funding may also be used for land acquisition to protect springsheds.

This was for information. No action was required.

4.3 Knowledge Management: Election of Governing Board Officers Policy

Ms. Robyn Felix, Communications and Board Services Bureau Chief, presented an overview of the Knowledge Management policy regarding Election of Governing Board Officers. She summarized the proposed changes to the policy. Ms. Felix stated the policy would be presented for Governing Board approval at the March meeting.

This was for information. No action was required.

4.4 Budget Transfer Report

Resource Management Committee

Board Member Kelly Rice called the committee to order.

5.1 Consent Item(s) Moved to Discussion - None

5.2 Fiscal Year 2024 Cooperative Funding Initiative Preliminary Project Evaluations

Ms. Jennette Seachrist, Resource Management Director, provided an overview of the Fiscal Year (FY) 2024 preliminary Cooperative Funding Initiative (CFI) project evaluations. She provided a timeline, location map of proposed projects, and a comparison of CFI funding requests from FY2020 through FY2024.

Ms. Seachrist provided an overview of Alternative Water Supply (AWS) projects and addressed specific projects. She stated that these projects have received some form of grant funding. Ms. Seachrist reminded the Board that based on the proposed policy revision the District and the cooperator share of costs are subject to change. The proposed policy revision will be presented at the March meeting for the Board's approval. Ms. Seachrist provided a summary of projects ranked 1A and a springs priority project.

Ms. Seachrist outlined six new projects that are being recommended for funding. She summarized the cooperative funding requests by region, funding prioritization, preliminary rankings, and strategic initiatives. Ms. Seachrist asked if the Board would like any specific project presentations for the March meeting. None were requested. She then outlined the next steps.

Secretary Williamson asked if an update could be provided for brackish projects Q184 and Q308. Ms. Seachrist responded in the affirmative.

This was for information. No action was required.

Operations, Lands & Resource Monitoring Committee

Board Member Jack Bispham called the committee to order.

6.1 Consent Item(s) Moved to Discussion – None

6.2 Hydrologic Conditions Report

Ms. Tamera McBride, Hydrologic Data Manager, presented a rainfall distribution map for January, a 12-month rainfall map, a 12-month departure from mean graph, and map of average rainfall for February. Ms. McBride stated groundwater levels remained in the normal range throughout the District. Surface water levels remained in the normal range for lakes within the District but showed declines. Ms. McBride stated that rivers within the District remained in above normal to normal range. She stated that public supplies remain healthy.

Ms. McBride presented temperature and precipitation information for upcoming months.

This was for information. No action was required.

Regulation Committee

Board Member John Hall called the Committee to order.

7.1 Consent Item(s) Moved to Discussion - None

7.2 Denials Referred to the Governing Board

None were presented.

General Counsel's Report

8.1 Consent Item(s) Moved to Discussion - None

8.2 Authorization for Initiation of Rulemaking to Amend Rule 40D-1.1010, Florida Administrative Code, to Clarify Point of Entry into Proceedings

Mr. Chris Tumminia, General Counsel, provided background information and outlined the current rule regarding the process associated with point of entry as related to administrative hearings. He explained that Rule 40D-1.1010, Florida Administrative Code (F.A.C.), sets forth requirements affecting when a request for an administrative hearing concerning District agency action may be filed. Mr. Tumminia explained the results of a similar case that was recently heard by a Florida appellate court involving the Suwannee River Water Management District. He explained that under that court's decision, multiple points of entry to challenge final agency action could be created, such that the legal process could be extended indefinitely. Mr. Tumminia explained that subsequent administrative litigation on the same issue has highlighted that this rule could be interpreted to allow multiple points of entry to challenge an agency action.

Staff recommended the Board authorize the initiation of rulemaking to amend Rule 40D-1.1010, F.A.C., to clarify rule language that provides a second point of entry to seek an Administrative hearing concerning the same agency action.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (01:02:09)

Mr. Tumminia provided an update regarding Chassahowitzka Boat Ramp. He provided background information regarding ownership and operation of the boat ramp. Mr. Tumminia explained that the agreement with the current operator, Camp N Paddle, LLC., will expire November 16, 2024. Mr. Tumminia explained that during this past year, staff has been unable to resolve this issue with Citrus County. He stated that it is in the District's best interest to resolve this matter through the court system. Mr. Tumminia responded to questions.

Committee/Liaison Reports

9.1 Environmental Advisory Committee

Ms. Jennette Seachrist, Resource Management Director, stated that the meeting provided presentations regarding the 2022 Suncoast seagrass mapping efforts, the 35th Anniversary of the Surface Water Improvement and Management (SWIM) Program 2020, and new methodology for Lake Minimum Flows and Levels (MFLs). A written summary of the January 10 meeting was provided.

Executive Director's Report

10.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, welcomed the newly appointed Board Members.

Chair's Report

11.1 Chair's Report

The next meeting is scheduled for Tuesday, March 28 at 9:00 a.m., in the Brooksville Office.

11.2 Employee Milestones

A summary was included in the packet.

Adjournment

The meeting adjourned at 10:07 a.m.

Governing Board Meeting

March 28, 2023

3. FINANCE/OUTREACH & PLANNING COMMITTEE

| | | |
|-----|--|----|
| 3.1 | Discussion: Information Item: Consent Item(s) Moved to Discussion | 77 |
| 3.2 | Discussion: Action Item: Fiscal Year 2021-22 Annual Comprehensive Financial Report..... | 78 |
| 3.3 | Discussion: Information Item: Financial Systems Upgrade..... | 79 |
| 3.4 | Submit & File: Information Item: Budget Transfer Report | 82 |

FINANCE/OUTREACH AND PLANNING COMMITTEE

March 28, 2023

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

Staff Recommendation:

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

Presenters:

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

Brandon Baldwin, Division Director, Business and IT Services

FINANCE/OUTREACH AND PLANNING COMMITTEE

March 28, 2023

Discussion: Action Item: Fiscal Year 2021-22 Annual Comprehensive Financial Report

Purpose

Presentation of the District's Annual Comprehensive Financial Report for fiscal year ended September 30, 2022, by the District's financial auditors, James Moore & Co., P.L., for acceptance by the Governing Board.

Background

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

The Annual Comprehensive Financial Report includes the State Single Audit pursuant to section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General. The report also includes the Management Letter and Independent Accountants' Report for fiscal year ended September 30, 2022, and will be distributed prior to the meeting. James Moore & Co., P.L. representatives will attend the meeting to communicate to the Board certain matters related to the conduct of the audit as required by auditing standards. A brief presentation of the report, management letter, and independent accountants' report will also be made by James Moore & Company.

Staff Recommendation:

Accept and place on file the District's Annual Comprehensive Financial Report pursuant to Chapter 10.550, Rules of the Auditor General. The report also includes the Management Letter and Independent Accountants' Report for fiscal year ended September 30, 2022.

Presenter:

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

FINANCE/OUTREACH AND PLANNING COMMITTEE**March 28, 2023****Discussion: Information Item: Financial Systems Upgrade***Purpose*

Provide information regarding the project to upgrade the District's Financial System.

Background

The District has been a customer of CGI and its predecessor, AMS, for 30 years. CGI provides the District's Advantage Financial system, Performance Budgeting system and Case, a workflow software currently used to support Procurement Services and Office of General Counsel contract management processes.

In 2019, CGI informed the District that our current version 3.11 will go to Tier 2 support in April 2023. The District's current CGI software maintenance agreement expires September 30, 2024 and requires the District to be on a currently supported software version to maintain Tier 1 support. Without being on version 4 the District will drop to Tier 2 support. With Tier 2 support, patches would no longer be available for new browsers, third party products or security vulnerabilities and an additional cost of \$75K a year would be incurred for tax updates. In order to maintain current levels of support, the District will need to be under contract with CGI to upgrade to version 4.

Viewing this as an opportunity to maximize results through competition, in 2020, and again in 2022, a group of District staff in Finance, Procurement, and IT performed market and product research and obtained price quotes on financial systems that would best meet the District's needs to determine the best course of action, of either upgrading or replacing the District's current financial systems. Upgrading to Advantage version 4 with CGI and moving to a cloud solution was determined to offer the most value with the least amount of risk.

Research and analysis included:

- Defining District functional and technical requirements for Finance, Procurement, IT and Districtwide users;
- Meeting with Gartner, an IT Advisory Service, who recommended a list of vendors to explore;
- Attending five high-level financial system demos from the following vendors: Tyler, Workday, Infor, Microsoft, and CGI;
- Attending in-depth demos of Infor and CGI demonstrating how they could meet the District's requirements;
- Performing cost/benefit analysis to determine whether the financial system should remain on premise or move to a cloud solution; and
- Analyzing and comparing costs to upgrade CGI and move to a cloud solution or replacing the current financial system with Infor's cloud financial systems.

Discussion

The District will upgrade the financial and budget systems. Project scope will focus on moving the District's existing financial systems, Advantage Financial and Performance Budgeting, to the cloud environment and upgrade to the current version. Advantage Intelligence, new functionality that will enhance the user experience will also be added. Advantage Intelligence includes three components

Flow, Sofia and Assist. Flow will be used to improve District processes, and Sofia (chat bot) and Assist will assist users with training and user adoption as staff learn the upgraded system. In addition, Test Savvy, an automated testing tool will be added to support the three times a year upgrades in the cloud environment.

It is anticipated that the implementation will take 18 months with dedicated CGI Professional services staff assisting District staff with the implementation. Implementation costs are expected to be \$1.7 million over a three-year period. After initial implementation, annual ongoing operation and maintenance costs will be \$620,000 and will increase to \$645,000 in year six.

Anticipated costs over the next 10 years are listed in the attached.

Next Steps

The District expects to receive initial draft agreements in mid-March. Upon execution of contracts, the District will begin the 18-month implementation as early as May 2023 with a planned completion date in early FY2025.

Staff Recommendation:

Presented for the Board's information. No action required.

Presenter:

Brandon Baldwin, Division Director, Business and Information Technology Services

| | Year 1
(Partial*) | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11
(Partial*) | Total |
|-----------------------|----------------------|--------------------|--------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------------------|--------------------|
| Adv Cloud Annl Fee | \$519,391 | \$816,267 | \$555,000 | \$555,000 | \$555,000 | \$578,000 | \$578,000 | \$578,000 | \$578,000 | \$578,000 | \$289,000 | \$6,179,658 |
| Existing Maint | \$374,882 | \$55,000 | \$65,000 | \$65,000 | \$65,000 | \$67,000 | \$67,000 | \$67,000 | \$67,000 | \$67,000 | \$40,000 | \$999,882 |
| Total Software | \$894,273 | \$871,267 | \$620,000 | \$620,000 | \$620,000 | \$645,000 | \$645,000 | \$645,000 | \$645,000 | \$645,000 | \$329,000 | \$7,179,540 |
| Fixed Price Imp Fee | \$435,000 | \$650,000 | \$615,000 | | | | | | | | | \$1,700,000 |
| Grand Total | \$1,329,273 | \$1,521,267 | \$1,235,000 | \$620,000 | \$620,000 | \$645,000 | \$645,000 | \$645,000 | \$645,000 | \$645,000 | \$329,000 | \$8,879,540 |

FINANCE/OUTREACH AND PLANNING COMMITTEE

March 28, 2023

Submit & File: Information Item: Budget Transfer Report

Purpose

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

Background

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of February 2023.

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
February 2023

| Item No. | --- TRANSFERRED FROM ---
Bureau /
Expenditure Category | --- TRANSFERRED TO ---
Bureau /
Expenditure Category | Reason For Transfer | Transfer Amount |
|--|--|--|---|---------------------|
| <u>Change from Original Budget Intent</u> | | | | |
| 1 | Engineering & Project Management
Consultant Services | Engineering & Project Management
Contracted Services - District-led CFI | Transfer of funds originally budgeted for professional engineering and scientific services outside of the Cooperative Funding Initiative (CFI) in support of the Watershed Management Program (WMP), such as watershed evaluation, floodplain analysis, and peer review. The need for professional engineering and scientific support for the WMP outside of the CFI is less than anticipated at time of budgeting. The funds are required for additional peer review associated with the Jack Creek Watershed Management Plan CFI project due to changes to the Watershed Evaluation phase of the project after initial peer review was completed. | \$ 7,996.67 |
| 2 | Data Collection
Salaries | Data Collection
Overtime | Transfer of funds originally budgeted for staff salaries within the Water Quality Monitoring Program (WQMP) section. Expenditures will be less than anticipated due to a full-time equivalent position being on approved leave without pay. The funds are required for additional overtime in order to meet the responsibilities of the WQMP section through the remainder of the fiscal year. | 14,000.00 |
| 3 | Operations
Maint/Repair of Buildings/Structures | Operations
Consultant Services | Transfer of funds originally budgeted for the Structures Gate Refurbishment Program. The program has been put on hold as it has been determined the current priority gates have reached their useful life and require replacement rather than refurbishment. The funds are required to complete an assessment and design of a cathodic protection system for the Sawgrass Flood Control Structure in addition to the \$25,000 budgeted. | 15,000.00 |
| Total Change from Original Budget Intent | | | | \$ 36,996.67 |
| <u>Consistent with Original Budget Intent</u> | | | | |
| 1 | Engineering & Project Management
Contracted Services - District-led CFI | Engineering & Project Management
Grant - Financial Assistance | Funds are needed for the original purpose budgeted for the District-led third party review (TPR) of 30% design of the Lower Peninsula Stormwater Improvements CFI project. The TPR was completed for less than anticipated. The funds are still required for the Lower Peninsula Stormwater Improvements CFI project and are transferred for accounting purposes only. The District was the lead on the TPR task which requires a different accounting code for tracking compared to the rest of the project tasks where the cooperator will be the lead. | \$ 13,812.50 |
| Total Consistent with Original Budget Intent | | | | \$ 13,812.50 |
| Total Amount Transferred | | | | \$ 50,809.17 |

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

March 28, 2023

4. RESOURCE MANAGEMENT COMMITTEE

| | | |
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| 4.1 | Discussion: Information Item: Consent Item(s) Moved to Discussion | 84 |
| 4.2 | Discussion: Action Item: Knowledge Management: Cooperative Funding Initiative
Governing Board Policy | 85 |
| 4.3 | Discussion: Information Item: 2022 Storm Debris Assessments for Peace Creek Canal
and Flint Creek | 98 |
| 4.4 | Discussion: Action Item: FY2023 Springs Projects Selected for Funding by FDEP | 100 |

RESOURCE MANAGEMENT COMMITTEE

March 28, 2023

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

Staff Recommendation:

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

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE

March 28, 2023

Discussion: Action Item: Knowledge Management: Cooperative Funding Initiative Governing Board Policy

Purpose

To approve updates to the Cooperative Funding Initiative (CFI) Governing Board Policy.

Background/History

At the November 15, 2022 Governing Board Workshop, the Board discussed options that would allow cooperators to use grants to cover increased project costs. Under the current CFI Policy and practice, grant funds received by a cooperator proportionally reduce each party's share of the total project cost. Based on the Board's direction, staff proposed revisions to the CFI Policy that would allow cooperators to use state or federal appropriations or grant monies to cover project costs above their required match.

Staff presented recommended changes to the CFI Policy at the January 24, 2023 meeting. The Board requested additional changes to further clarify the CFI Policy. The proposed revisions are included in the CFI Policy in the attached exhibit.

Staff Recommendation:

Approve the changes to the Cooperative Funding Initiative Governing Board Policy.

Presenter:

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

DRAFT

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Cooperative Funding Initiative

Document Resource Management Division

Owner: Director

Approved By: Board Chair

Effective Date: ~~07/26/2022~~

Supersedes: ~~08/27/2019~~ 07/26/2022

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PURPOSE

In accordance with Chapter 373, Florida Statutes (F.S.), the Governing Board (Board) may participate and cooperate with counties, municipalities, water supply authorities, and other interested entities in water management programs and projects of mutual benefit, provided such programs and projects are consistent with the District's statutory authority and will ensure proper development, utilization, and conservation of the water resources and ecology within the jurisdictional boundaries of the District. In addition, the Governing Board will implement the state's Water Protection and Sustainability Program through its Cooperative Funding Initiative if state funds are appropriated for this program.

SCOPE

This Policy applies to projects submitted by cooperators as a part of the Cooperative Funding Initiative.

AUTHORITY

Chapter 373, Florida Statutes

DEFINITIONS

N/A.

GOVERNING BOARD POLICY

Title: Cooperative Funding Initiative

Effective Date: **07/26/2022**

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POLICY GUIDELINES

The following guidelines apply to all projects. The Board may deviate from the guidelines for a specific project if it determines that such deviation would be appropriate.

- 1) The Board will give priority consideration to those projects designed to further the implementation of the District Strategic Plan, Water Management Plan, Comprehensive Watershed Management Plans, Surface Water Improvement and Management Plans, and Regional Water Supply Plan.
- 2) The District is committed to supplier diversity in the performance of all contracts associated with District Cooperative Funding projects. The District requires the cooperator to make good faith efforts to encourage the participation of minority and women-owned business enterprises, both as prime contractors and sub-contractors, in accordance with applicable laws.
- 3) The Board will consider the applicant's efforts in developing, implementing, and enforcing best water management practices, including but not limited to, conservation-oriented water rate structures and irrigation, landscape and flood protection ordinances.
- 4) Funding may be provided to assist with the cost of data collection, research, feasibility studies, conservation and environmental education initiatives; ecosystem restoration, water resource investigation and plan development; and design, permitting and construction of capital projects. Funding is not available for operation and maintenance, payment of debt, and projects required by local, state or federal permits, unless approved by the Board.
- 5) Funding assistance will be contingent upon concurrent project action and commitment by the applicant to ensure the project goals will be implemented.
- 6) The Board will consider funding based on the applicant's ability to demonstrate that such funding is necessary to make the project economically feasible.
- 7) The applicant must demonstrate any matching funds have been appropriated, are contained within a Capital Improvement Plan, or otherwise committed to the project.
- 8) State and federal appropriations and grants:
 - a. The cooperator's funding match is based on the initial Board-approved project amount and cannot include state or federal appropriations, or grant monies.
 - b. District funding will not increase above the Board-approved funding amount. The District will not fund any project cost increases.
 - c. State or federal appropriations, or grant monies, may be used to cover project cost increases. Should those state or federal appropriations, or grant monies, exceed project cost increases, the remaining funds will be used to equally reduce the District's funding amount and the cooperator's Board-approved match.
 - d. If project costs are equal to or less than the initial Board-approved project amount, state or federal appropriations, or grant monies, will equally reduce the District's funding amount and the cooperator's Board-approved match.

GOVERNING BOARD POLICY

Title: Cooperative Funding Initiative

Effective Date: ~~07/26/2022~~

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- e. The National Estuary Program is excluded from this provision.
~~Any state or federal appropriations or grant monies applied to a project by a cooperator, except for a National Estuary Program, shall be first applied toward the total cost of the cooperator's proposed project. The District will consider funding up to 50% of the remaining project costs with a similar match from the cooperator.~~
- 9) Pursuant to the provisions of Section 288.06561, F.S., the Board may reduce or waive requirements for matching funds when requested by rural counties or municipalities, as defined by Subsection 288.0656(2), F.S.
- 10) All applications submitted for funding consideration must be signed by a single Senior Administrator acting as a coordinator for the Cooperative Funding Initiative. If an applicant submits multiple applications, an overall ranking of the projects is required. Final decisions regarding the funding of project proposals are the exclusive responsibility of the Board.
- 11) To be eligible for District cooperative funding, a septic conversion project must receive at least 50% funding based on the initial Board-approved project amount from the state or the Florida Department of Environmental Protection; the project must be located within a first-magnitude spring Basin Management Action Plan boundary; and local ordinances must be in place supporting Florida Statutes to require connection and restrict new conventional septic systems.
- 12) The Board will create four regional sub-committees that match the District's regional water supply planning areas. The subcommittees will consist of Governing Board members from those areas and Board members from other areas as needed to create a committee of at least three members who will be appointed by the Board Chair. The regional sub-committees will hold two public meetings to review project applications, unless the Governing Board approves a deviation from the regional sub-committee review process. The role of the sub-committees will be to:
- Review project information, project scoring, and funding recommendations;
 - Accept cooperator and general public comments on projects;
 - Identify any projects that need to be presented for full Board consideration;
 - Provide funding recommendations to the Board for all projects in that region.
 - The Board will provide final funding approval on all projects.
- 13) All funding applications for construction projects will require preliminary design plans and cost estimates be submitted at the time of application. The applicant will be required to submit the results of an independent third-party review with the funding application if the project is estimated to cost more than \$5,000,000. This review is to confirm the project cost, schedule, and ability of the project to meet the proposed resource benefit.
- 14) The Governing Board delegates contract execution authority for Board approved projects to the Executive Director who may delegate, in writing, any or all approval to one or more designee.
- 15) In determining whether, and how much funding will be provided by the District, the District will consider the project benefit and costs effectiveness metrics.

GOVERNING BOARD POLICY

Title: Cooperative Funding Initiative

Effective Date: 07/26/2022

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The following additional guidelines apply to potable alternative water supply projects:

It is the express intent of the Board to utilize its incentive based funding to encourage the development of fully integrated, robust, multijurisdictional water supply systems composed of diverse sources (i.e., groundwater, surface water, off-stream reservoirs, desalination, etc.), managed in a manner that takes full advantage of Florida's intense climatic cycles to ensure reliable, sustainable and drought resistant systems, which maximize the use of alternative supplies to the greatest extent practicable. Alternative water supplies include indirect and direct potable reuse (IPR/DPR) projects. Multijurisdictional means two or more water utilities or local governments that have been organized into a larger entity or have entered into an interlocal agreement or contract for the purpose of more efficiently pursuing water supply development or alternative water supply development projects pursuant to a regional water supply plan. The water supply systems of the multijurisdictional entity must be interconnected and must have a formalized operational management agreement that ensures the interconnected supplies are managed in a manner consistent with the Board's intent as described herein. All operational agreements between multijurisdictional entities will be evaluated by the District and must be deemed consistent with the Board's intent as described herein.

Consistent with Section 373.707, F.S., the District shall prioritize funding for alternative water supply projects owned, operated and controlled, or perpetually controlled by a Regional Water Supply Authority (RWSA) or a regional entity created by an interlocal agreement that establishes a separate legal entity, with sufficient authority to fund, own, construct, operate and maintain alternative potable water supply systems. The regional entity must be recognized by the Board through a commitment of funds that assist in the establishment of the entity.

- 1) Projects that do not meet the multijurisdictional criteria will not be considered for funding.
- 2) If a member government of a RWSA proposes a potable water supply project, it must be submitted by the RWSA to be considered for District funding.
- 3) Projects submitted by non-member governments within the service area of a RWSA will be considered for funding only if the non-member government has reviewed its plan with the RWSA to ensure the project is not inconsistent with the RWSA plan. The non-member government must submit an affirmative written statement from the RWSA indicating that the project is not inconsistent with RWSA plan.
- 4) All potable alternative water supply projects will be required to identify the quantity of alternative water supply that will be made available upon completion of the project. It is the intent of the Board that the quantity made available will be used as "base supply". The base supply will be clearly defined by the cooperator on a project-by-project basis and will include, but not be limited to, the overall alternative water supply system capacity, typically expressed in million gallons per day, the expected annual average use for the life of the project, as well as the frequency and timing of use of the available alternative water supply quantities. The base supply defined by the cooperator will be reviewed and approved by the Board as a part of the Cooperative Funding Initiative project review and budgeting process. The cooperative funding agreement between the District and the cooperator will include the base supply requirements approved by the Board. The Board may consider

GOVERNING BOARD POLICY

Title: Cooperative Funding Initiative

Effective Date: 07/26/2022

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adjustments to a project's base supply quantity and definition by amendment of the cooperative funding agreement.

DISTRIBUTION

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

REFERENCES

Chapter 373, Florida Statutes

Chapter 40D-2, Florida Administrative Code

REVIEW PERIOD

This Policy will be reviewed annually by staff. Any necessary changes will be brought to the Governing Board.

DRAFT

DOCUMENT DETAILS

| | |
|--------------------------|---|
| Document Name | Cooperative Funding Initiative |
| Formerly Known As | N/A |
| Document Type | Policy |
| Author(s) | Scott Letasi, P.E., Engineering and Project Management Bureau Chief |
| Reviewing Stakeholder(s) | Office of General Counsel, Senior Staff, and Executive Staff |
| Document Owner Name | Jennette Seachrist, P.E. |
| Document Owner Title | Resource Management Division Director |
| Review Period (in days) | 365 |
| Span of Control | Governing Board |
| Supersedes Date | 08/27/2019 07/26/2022 |
| Effective Date | 07/26/2022 |

APPROVAL

 Joel A. Schleicher
 Chair

 Date

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Cooperative Funding Initiative

Document Owner: Resource Management Division Director

Approved By: Board Chair

Effective Date: 03/28/2023

Supersedes: 07/26/2022

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PURPOSE

In accordance with Chapter 373, Florida Statutes (F.S.), the Governing Board (Board) may participate and cooperate with counties, municipalities, water supply authorities, and other interested entities in water management programs and projects of mutual benefit, provided such programs and projects are consistent with the District's statutory authority and will ensure proper development, utilization, and conservation of the water resources and ecology within the jurisdictional boundaries of the District. In addition, the Governing Board will implement the state's Water Protection and Sustainability Program through its Cooperative Funding Initiative if state funds are appropriated for this program.

SCOPE

This Policy applies to projects submitted by cooperators as a part of the Cooperative Funding Initiative.

AUTHORITY

Chapter 373, Florida Statutes

DEFINITIONS

N/A.

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Title: Cooperative Funding Initiative

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POLICY GUIDELINES

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- 2) The District is committed to supplier diversity in the performance of all contracts associated with District Cooperative Funding projects. The District requires the cooperator to make good faith efforts to encourage the participation of minority and women-owned business enterprises, both as prime contractors and sub-contractors, in accordance with applicable laws.
- 3) The Board will consider the applicant's efforts in developing, implementing, and enforcing best water management practices, including but not limited to, conservation-oriented water rate structures and irrigation, landscape and flood protection ordinances.
- 4) Funding may be provided to assist with the cost of data collection, research, feasibility studies, conservation and environmental education initiatives; ecosystem restoration, water resource investigation and plan development; and design, permitting and construction of capital projects. Funding is not available for operation and maintenance, payment of debt, and projects required by local, state or federal permits, unless approved by the Board.
- 5) Funding assistance will be contingent upon concurrent project action and commitment by the applicant to ensure the project goals will be implemented.
- 6) The Board will consider funding based on the applicant's ability to demonstrate that such funding is necessary to make the project economically feasible.
- 7) The applicant must demonstrate any matching funds have been appropriated, are contained within a Capital Improvement Plan, or otherwise committed to the project.
- 8) State and federal appropriations and grants:
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 - c) State or federal appropriations, or grant monies, may be used to cover project cost increases. Should those state or federal appropriations, or grant monies, exceed project cost increases, the remaining funds will be used to equally reduce the District's funding amount and the cooperator's Board-approved match.
 - d) If project costs are equal to or less than the initial Board-approved project amount, state or federal appropriations, or grant monies, will equally reduce the District's funding amount and the cooperator's Board-approved match.
 - e) The National Estuary Program is excluded from this provision.

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- 9) Pursuant to the provisions of Section 288.06561, F.S., the Board may reduce or waive requirements for matching funds when requested by rural counties or municipalities, as defined by Subsection 288.0656(2), F.S.
- 10) All applications submitted for funding consideration must be signed by a single Senior Administrator acting as a coordinator for the Cooperative Funding Initiative. If an applicant submits multiple applications, an overall ranking of the projects is required. Final decisions regarding the funding of project proposals are the exclusive responsibility of the Board.
- 11) To be eligible for District cooperative funding, a septic conversion project must receive at least 50% funding based on the initial Board-approved project amount from the state or the Florida Department of Environmental Protection; the project must be located within a first-magnitude spring Basin Management Action Plan boundary; and local ordinances must be in place supporting Florida Statutes to require connection and restrict new conventional septic systems.
- 12) The Board will create four regional sub-committees that match the District's regional water supply planning areas. The subcommittees will consist of Governing Board members from those areas and Board members from other areas as needed to create a committee of at least three members who will be appointed by the Board Chair. The regional sub-committees will hold two public meetings to review project applications, unless the Governing Board approves a deviation from the regional sub-committee review process. The role of the sub-committees will be to:
 - a) Review project information, project scoring, and funding recommendations;
 - b) Accept cooperator and general public comments on projects;
 - c) Identify any projects that need to be presented for full Board consideration;
 - d) Provide funding recommendations to the Board for all projects in that region.
 - e) The Board will provide final funding approval on all projects.
- 13) All funding applications for construction projects will require preliminary design plans and cost estimates be submitted at the time of application. The applicant will be required to submit the results of an independent third-party review with the funding application if the project is estimated to cost more than \$5,000,000. This review is to confirm the project cost, schedule, and ability of the project to meet the proposed resource benefit.
- 14) The Governing Board delegates contract execution authority for Board approved projects to the Executive Director who may delegate, in writing, any or all approval to one or more designee.
- 15) In determining whether, and how much funding will be provided by the District, the District will consider the project benefit and costs effectiveness metrics.

The following additional guidelines apply to potable alternative water supply projects:

It is the express intent of the Board to utilize its incentive based funding to encourage the development of fully integrated, robust, multijurisdictional water supply systems composed of diverse sources (i.e., groundwater, surface water, off-stream reservoirs, desalination, etc.), managed in a manner that takes full advantage of Florida's intense climatic cycles to ensure reliable, sustainable and drought resistant systems, which maximize the use of alternative

GOVERNING BOARD POLICY

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supplies to the greatest extent practicable. Alternative water supplies include indirect and direct potable reuse (IPR/DPR) projects. Multijurisdictional means two or more water utilities or local governments that have been organized into a larger entity or have entered into an interlocal agreement or contract for the purpose of more efficiently pursuing water supply development or alternative water supply development projects pursuant to a regional water supply plan. The water supply systems of the multijurisdictional entity must be interconnected and must have a formalized operational management agreement that ensures the interconnected supplies are managed in a manner consistent with the Board's intent as described herein. All operational agreements between multijurisdictional entities will be evaluated by the District and must be deemed consistent with the Board's intent as described herein.

Consistent with Section 373.707, F.S., the District shall prioritize funding for alternative water supply projects owned, operated and controlled, or perpetually controlled by a Regional Water Supply Authority (RWSA) or a regional entity created by an interlocal agreement that establishes a separate legal entity, with sufficient authority to fund, own, construct, operate and maintain alternative potable water supply systems. The regional entity must be recognized by the Board through a commitment of funds that assist in the establishment of the entity.

- 1) Projects that do not meet the multijurisdictional criteria will not be considered for funding.
- 2) If a member government of a RWSA proposes a potable water supply project, it must be submitted by the RWSA to be considered for District funding.
- 3) Projects submitted by non-member governments within the service area of a RWSA will be considered for funding only if the non-member government has reviewed its plan with the RWSA to ensure the project is not inconsistent with the RWSA plan. The non-member government must submit an affirmative written statement from the RWSA indicating that the project is not inconsistent with RWSA plan.
- 4) All potable alternative water supply projects will be required to identify the quantity of alternative water supply that will be made available upon completion of the project. It is the intent of the Board that the quantity made available will be used as "base supply". The base supply will be clearly defined by the cooperator on a project-by-project basis and will include, but not be limited to, the overall alternative water supply system capacity, typically expressed in million gallons per day, the expected annual average use for the life of the project, as well as the frequency and timing of use of the available alternative water supply quantities. The base supply defined by the cooperator will be reviewed and approved by the Board as a part of the Cooperative Funding Initiative project review and budgeting process. The cooperative funding agreement between the District and the cooperator will include the base supply requirements approved by the Board. The Board may consider adjustments to a project's base supply quantity and definition by amendment of the cooperative funding agreement.

DISTRIBUTION

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

REFERENCES

Chapter 373, Florida Statutes

Chapter 40D-2, Florida Administrative Code

REVIEW PERIOD

GOVERNING BOARD POLICY

Title: Cooperative Funding Initiative

Effective Date:03/28/2023

Page 5 of 6

This Policy will be reviewed annually by staff. Any necessary changes will be brought to the Governing Board.

GOVERNING BOARD POLICY

Title: Cooperative Funding Initiative

Effective Date:03/28/2023

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DOCUMENT DETAILS

| | |
|--------------------------|---|
| Document Name | Cooperative Funding Initiative |
| Formerly Known As | N/A |
| Document Type | Policy |
| Author(s) | Scott Letasi, P.E., Engineering and Project Management Bureau Chief |
| Reviewing Stakeholder(s) | Office of General Counsel, Senior Staff, and Executive Staff |
| Document Owner Name | Jennette Seachrist, P.E. |
| Document Owner Title | Resource Management Division Director |
| Review Period (in days) | 365 |
| Span of Control | Governing Board |
| Supersedes Date | 07/26/2022 |
| Effective Date | 03/28/2023 |

APPROVAL

Joel A. Schleicher
Chair

Date

RESOURCE MANAGEMENT COMMITTEE

March 28, 2023

Discussion: Information Item: 2022 Storm Debris Assessments for Peace Creek Canal and Flint Creek

Purpose

The purpose of this item is to provide an overview of waterway conveyance debris management activities for Peace Creek Canal and Flint Creek due to Hurricane Ian impacts.

Background/History

On September 28 and 29, 2022, Hurricane Ian impacted the area with heavy winds and rainfall, resulting in downed trees and conveyance blockages on canal and riverine systems within the District including the Peace Creek Canal and Flint Creek. As a part of Hurricane Ian recovery efforts, the District has completed debris management assessments on these waterways in coordination with the United States Department of Agriculture - Natural Resource Conservation Service (NRCS). The District is also coordinating with the Florida Department of Environmental Protection (FDEP) on debris management for both systems. Each of these two systems has some level of debris management that should occur for proper conveyance of flood waters.

The District has submitted applications for funding assistance for debris removal to the NRCS for these two systems. If a federal appropriation is obtained by the NRCS and these systems are approved for funding, the NRCS will reimburse up to 75 percent of costs associated with debris removal through their Emergency Watershed Program (EWP). The District took over maintenance responsibilities of the Peace Creek Canal in 2010 and will lead associated debris removal. The District has contacted Hillsborough County to coordinate for the Flint Creek System. The District is prepared to assume a lead role associated with the Flint Creek System if Hillsborough County is unable to do so.

Benefits/Costs

The benefit of debris removal will be to improve conveyance of water in these waterways to reduce future potential flooding impacts. The proposed debris removal costs based upon draft NRCS Damage Survey Reports (DSR) include \$2,218,258 for Peace Creek Canal and \$858,000 for Flint Creek. Additional costs may be required for consultant services to obtain license agreements and to perform construction engineering and inspection services.

Following notice of federal funding appropriations, staff will provide the Governing Board an update, and if appropriate recommend funding for debris removal activities.

Staff Recommendation:

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

Presenter:

Scott Letasi, P.E., Bureau Chief, Engineering and Project Management

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RESOURCE MANAGEMENT COMMITTEE**March 28, 2023****Discussion: Action Item: FY2023 Springs Projects Selected for Funding by FDEP***Purpose*

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

Background and History

During the 2021 and 2022 legislative sessions, the Florida Legislature appropriated dollars to the LATF for Springs Water Quality Improvements and for Springs Restoration. After reviewing the project proposals and ranking recommendations by each of the water management districts, the FDEP made their final selections. Four septic-to-sewer conversion projects within Citrus County were selected for funding; two of which are for cost increases previously approved by the Board.

- **Citrus County Old Homosassa West Septic to Sewer (WH04):** Cooperative funding project with Citrus County for the construction of a regional wastewater collection system necessary for connection of existing properties in the Old Homosassa West area of the Homosassa-Chassahowitzka Priority Focus Area (PFA).

On December 14, 2021, staff presented the results of the third-party review (TPR). The Board approved continuation of the project and modification of the Cooperative Funding Agreement (CFA) to increase the total project cost from \$6,000,000 to \$10,333,000, with only Citrus County's share being revised to cover the \$4,333,000 increase. Subsequently, the project has been selected to receive \$4,333,000 from the 2023 LATF state appropriation for Springs Restoration to cover the cost increase; thereby increasing FDEP's share to \$7,333,000. Applying this additional state appropriation toward the project's cost increase is consistent with the proposed policy revisions under agenda item 4.2. The County had also received a prior-year Legislative appropriation of \$235,600. If approved, the County and District would each be funding the original Board-approved amount of \$1,382,200. An updated project evaluation is included as an exhibit.

- **Citrus County Old Homosassa East Septic to Sewer (Q134):** Cooperative funding project with Citrus County for the construction of a regional wastewater collection system necessary for connection of existing residential homes in the Old Homosassa Downtown East area of the Homosassa-Chassahowitzka PFA.

On February 22, 2022, staff presented the results of the TPR. The Board approved continuation of the project and modification of the CFA to increase the total project cost from \$15,000,000 to \$16,190,000,

with only Citrus County's share being revised to cover the \$1,190,000 increase. Subsequently, the project has been selected to receive \$1,190,000 from the 2023 LATF state appropriation for Springs Restoration to cover the cost increase; thereby increasing FDEP's share to \$8,690,000. Applying this additional state appropriation toward the project's cost increase is consistent with the proposed policy revisions under agenda item 4.2. If approved, the County and District would each be funding the original Board-approved amount of \$3,750,000. An updated project evaluation is included as an exhibit.

- **Citrus County Old Homosassa Downtown North Septic to Sewer (WH06):** Cooperative funding project with Citrus County for the construction of a regional wastewater collection system necessary for connection of existing residential homes in the Old Homosassa Downtown North area of the Homosassa-Chassahowitzka PFA. The project includes a TPR of the 30% design, which is anticipated to be completed in FY2023.

The total project cost is \$12,035,000, with the FDEP funding 50%, or \$6,017,500, and the District and the County each funding 25%, or \$3,008,750. The District's FY2022 budget included \$500,000 of state funds and \$250,000 of District funds. In May 2022, the Board approved including additional funding for the project in the FY2023 budget, contingent upon FDEP approval. FDEP approval was not received before the FY2023 budget was adopted; therefore, the project was excluded from the budget. The project has been selected to receive the remaining FDEP share of \$5,517,500 from the 2022 and 2023 LATF state appropriations for Springs Water Quality Improvements and for Springs Restoration, respectively. The proposed FY2023 budget transfer also includes the remaining District funding of \$2,758,750. An updated project evaluation is included as an exhibit.

- **Citrus County Old Homosassa Park Septic to Sewer (WH07):** Cooperative funding project with Citrus County for the construction of a regional wastewater collection system necessary for connection of existing properties in the Old Homosassa Park area of the Homosassa-Chassahowitzka PFA. The project includes a TPR of the 30% design, which is anticipated to be completed in FY2024.

The total project cost is \$6,083,000, with the FDEP funding 50%, or \$3,041,500, and the District and County each funding 25%, or \$1,520,750. In May 2022, the Board approved including initial funding for the project in the FY2023 budget, contingent upon FDEP approval. FDEP approval was not received before the FY2023 budget was adopted; therefore, the project was excluded from the budget. The project has been selected to receive \$400,000 from the 2023 LATF state appropriation for Springs Restoration. The proposed FY2023 budget transfer also includes District funding of \$217,500 for the 30% design and TPR. An updated project evaluation is included as an exhibit.

Benefits/Costs

State appropriations from the 2022 and 2023 LATF for Springs projects equal \$11,440,500 which require \$2,976,250 in District match for a total of \$14,416,750. In anticipation of projects being selected by the FDEP, the District's FY2023 adopted budget included \$14,500,000 for the Springs Initiative Grant Program (H014) with \$11,500,000 anticipated from the FDEP and \$3,000,000 anticipated from the District. The \$14,416,750 proposed budget transfer from the Springs Initiative Grant Program to the projects selected by the FDEP for funding is summarized in the following table.

FY2023 Budget Transfer:

| Project | Cooperator | Title | State | District | Total |
|----------------|-------------------|--|---------------------|--------------------|---------------------|
| WH04 | Citrus County | Old Homosassa West Septic to Sewer | \$4,333,000 | \$0 | \$4,333,000 |
| Q134 | Citrus County | Old Homosassa East Septic to Sewer | \$1,190,000 | \$0 | \$1,190,000 |
| WH06 | Citrus County | Old Homosassa Downtown North Septic to Sewer | \$5,517,500 | \$2,758,750 | \$8,276,250 |
| WH07 | Citrus County | Old Homosassa Park Septic to Sewer | \$400,000 | \$217,500 | \$617,500 |
| | | Total | \$11,440,500 | \$2,976,250 | \$14,416,750 |

Staff Recommendation:

- a. Approve applying 2022 and 2023 state appropriations from the Land Acquisition Trust Fund (LATF) for Springs Water Quality Improvements and for Springs Restoration to the WH04, Q134, WH06, and WH07 projects selected by the Florida Department of Environmental Protection as outlined above.
- b. Approve applying state appropriations toward the project cost increases for Citrus County Old Homosassa West Septic to Sewer (WH04) and Citrus County Old Homosassa East Septic to Sewer (Q134) projects, consistent with the proposed CFI Policy revisions under agenda item 4.2.
- c. Approve a budget transfer from the Springs Initiative Grant Program (H014) to the selected projects in the amount of \$14,416,750, of which \$11,440,500 is from the FDEP and \$2,976,250 is the required District match, as outlined above.

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources

| | | | | |
|---|---|--------------------|---------------|---------------------|
| Project No. WH04 | Springs – Citrus County Old Homosassa West Septic to Sewer Project | | | |
| Citrus County | | | | |
| Risk Level: Type 2 | Multi-Year Contract: No | | | |
| Description | | | | |
| Description: | Third-party review (TPR), design, permitting, and construction of a regional wastewater collection system necessary for connection of existing septic tanks in the Old Homosassa West area of the Chassahowitzka/Homosassa Priority Focus Area (PFA). At the December 2021 meeting, the Governing Board approved moving forward with this project after the TPR. | | | |
| Measurable Benefit: | The contractual Measurable Benefit will be the construction of regional sanitary sewer lines and any necessary components for a fully operational system that will result in the connection of a minimum of 95 existing septic tanks. Construction will be done in accordance with the permitted plans. | | | |
| Costs: | Total Project Costs: \$10,333,000 (design, third-party review, permitting, and construction)
Initial Board-approved project amount: \$6,000,000
District: \$1,382,200
Citrus County: \$1,382,200
Legislative Appropriation: \$235,600
FDEP: \$7,333,000 | | | |
| Initial Application Quality: | N/A | | | |
| Project Benefit: | The Resource Benefit of this water quality project is the reduction of pollutant loads by an estimated 907 lbs/year 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. This benefit calculation differs from the standard FDEP methodology as this project will impact the adjacent surface water body (Homosassa River) instead of the nearby spring vents. | | | |
| Cost Effectiveness: | The estimated cost/lb of TN removed is between \$300 and \$400/lb. On average, this project allocates approximately \$108,800 for each septic tank removed. | | | |
| Past Performance: | Based upon an assessment of the schedule and budget for the 6 ongoing projects. | | | |
| Complementary Efforts: | The Cooperator has ordinances in line with F.S. 381.00655 to require sewage hookup within 365 days of availability, and with the springs BMAP that restricts new conventional septic tanks within the PFA. | | | |
| Project Readiness: | The project is ongoing. | | | |
| Strategic Goals | | | | |
| Strategic Goals: | Strategic Initiative - Water Quality Maintenance and Improvement: Develop and implement programs, projects and regulations to maintain and improve water quality.
Northern Region Priority: Improve northern coastal spring systems. | | | |
| Overall Ranking and Recommendation | | | | |
| Springs | This ongoing project is designed to improve water quality in the Chassahowitzka/Homosassa PFA, a SWIM Priority water body. | | | |
| Funding | | | | |
| Funding Source | Prior | FY2023 | Future | Total |
| District | \$1,382,200 | \$0 | \$0 | \$1,382,200 |
| Citrus County | \$1,382,200 | \$0 | \$0 | \$1,382,200 |
| Legislative Appropriation | \$235,600 | \$0 | \$0 | \$235,600 |
| FDEP | \$3,000,000 | \$4,333,000 | \$0 | \$7,333,000 |
| Total | \$6,000,000 | \$4,333,000 | \$0 | \$10,333,000 |

| | | | | | |
|---|---|---|--------------------|---------------|---------------------|
| Project No. Q134 | | Springs – Citrus County Old Homosassa East Septic to Sewer Project | | | |
| Citrus County | | | | | |
| Risk Level: Type 2 | | Multi-Year Contract: Yes, Year 2 of 2 | | | |
| Description | | | | | |
| Description: | Third-party review (TPR), 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). At the February 2022 meeting, the Governing Board approved moving forward with this project after the TPR. | | | | |
| Measurable Benefit: | The contractual Measurable Benefit will be the construction of regional sanitary sewer lines and any necessary components for a fully operational 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. | | | | |
| Costs: | Total Project Costs: \$16,190,000 (design, third-party review, permitting, and construction)
Initial Board-approved project amount: \$15,000,000
FDEP: \$8,690,000
Citrus County: \$3,750,000
District: \$3,750,000 | | | | |
| Evaluation | | | | | |
| Initial Application Quality: | N/A | | | | |
| Project Benefit: | The Resource Benefit of this water quality project is the reduction of pollutant loads by an estimated 1,909 lbs/year 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. This benefit calculation differs from the standard FDEP methodology as this project will impact the adjacent surface water body (Homosassa River) instead of the nearby spring vents. | | | | |
| Cost Effectiveness: | The estimated cost/lb of TN removed is between \$200 and \$300/lb. On average, this project allocates approximately \$81,000 for each septic tank removed. | | | | |
| Past Performance: | Based upon an assessment of the schedule and budget for the 6 ongoing projects. | | | | |
| Complementary Efforts: | The Cooperator has ordinances in line with F.S. 381.00655 to require sewage hookup within 365 days of availability, and with the springs BMAP that restricts new conventional septic tanks within the PFA. | | | | |
| Project Readiness: | The project is ongoing. | | | | |
| Strategic Goals | | | | | |
| Strategic Goals: | Strategic Initiative - Water Quality Maintenance and Improvement: Develop and implement programs, projects and regulations to maintain and improve water quality.
Northern Region Priority: Improve northern coastal spring systems. | | | | |
| Overall Ranking and Recommendation | | | | | |
| Springs | This ongoing project is designed to improve water quality in the Chassahowitzka/Homosassa PFA, a SWIM Priority water body | | | | |
| Funding | | | | | |
| Funding Source | | Prior | FY2023 | Future | Total |
| District | | \$3,750,000 | \$0 | \$0 | \$3,750,000 |
| Citrus County | | \$3,750,000 | \$0 | \$0 | \$3,750,000 |
| FDEP | | \$7,500,000 | \$1,190,000 | \$0 | \$8,690,000 |
| Total | | \$15,000,000 | \$1,190,000 | \$0 | \$16,190,000 |

| | | | | |
|---|--|---|---------------|---------------------|
| Project No. WH06 | | Springs – Citrus County Old Homosassa Downtown North Septic to Sewer | | |
| Citrus County | | | | |
| Risk Level: Type 2 | | Multi-Year Contract: Yes, Year 2 of 2 | | |
| Description | | | | |
| Description: | Third-party review (TPR), design, permitting and construction of a regional wastewater collection system necessary for the connection of existing properties in the Old Homosassa Downtown North area of the Homosassa-Chassahowitzka Priority Focus Area (PFA). If constructed, a minimum of 75 existing septic systems will convert to County sanitary sewer. Funding was approved in FY2022 for 30% design and TPR. The District required a TPR as this project has a conceptual construction estimate greater than \$5 million. The FY2023 funding request is to complete design and construction. | | | |
| Measurable Benefit: | The contractual Measurable Benefit will be the construction of regional sanitary sewer lines and any necessary components for a fully operational system that will result in the connection of a minimum of 75 existing septic tanks. Construction will be done in accordance with the permitted plans. | | | |
| Costs: | Total conceptual project cost: \$12,035,000 (design, third-party review, permitting, and construction)
FDEP: \$6,017,500
Citrus County: \$3,008,750
District \$3,008,750 with \$250,000 budgeted in previous year, \$2,758,750 requested in FY2023. | | | |
| Evaluation | | | | |
| Initial Application Quality: | N/A | | | |
| Project Benefit: | The Resource Benefit of this water quality project is the reduction of pollutant loads by an estimated 847 lbs/year 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. This benefit calculation differs from the standard FDEP methodology as this project will impact the adjacent surface water body (Homosassa River) instead of the nearby spring vents. | | | |
| Cost Effectiveness: | The estimated cost/lb of TN removed is over \$400 (\$474). On average, this project allocates approximately \$160,466 for each residential septic tank removed. | | | |
| Past Performance: | Based upon an assessment of the schedule and budget for the 6 ongoing projects. | | | |
| Complementary Efforts: | The Cooperator has ordinances in line with F.S. 381.00655 to require sewage hookup within 365 days of availability, and with the springs BMAP that restricts new conventional septic tanks within the PFA. | | | |
| Project Readiness: | The project is ongoing. | | | |
| Strategic Goals | | | | |
| Strategic Goals: | Strategic Initiative - Water Quality Maintenance and Improvement: Develop and implement programs, projects and regulations to maintain and improve water quality.
Northern Region Priority: Improve northern coastal spring systems. | | | |
| Overall Ranking and Recommendation | | | | |
| Springs | It is anticipated the 30% design and TPR will be completed in FY2023. Contractually, the County will need Governing Board approval to proceed beyond this task. Anticipating favorable information from the TPR, and with the understanding that the Governing Board will need to provide approval to proceed, staff is recommending FY2023 funding for design and construction. This project is in line with the District's Strategic Plan to improve water quality within a PFA. | | | |
| Funding | | | | |
| Funding Source | Prior | FY2023 | Future | Total* |
| District | \$250,000 | \$2,758,750 | \$0 | \$3,008,750 |
| Citrus County | \$250,000 | \$2,758,750 | \$0 | \$3,008,750 |
| FDEP | \$500,000 | \$5,517,500 | \$0 | \$6,017,500 |
| Total | \$1,000,000 | \$11,035,000 | \$0 | \$12,035,000 |

*Conceptual cost estimate, subject to Governing Board Approval

| | | | | | |
|---|--|---|------------------|--------------------|--------------------|
| Project No. WH07 | | Springs – Citrus County Old Homosassa Park Septic to Sewer | | | |
| Citrus County | | | | | |
| Risk Level: Type 2 | | Multi-Year Contract: Yes, Year 1 of 2 | | | |
| Description | | | | | |
| Description: | 30% design and third-party review (TPR) of a regional wastewater collection system necessary for connection of existing properties within the Homosassa-Chassahowitzka Priority Focus Area (PFA). If constructed, a minimum of 55 existing septic systems will convert to sewer. District funding is for 30% design and TPR as this project has an estimated cost greater than \$5 million dollars. | | | | |
| Measurable Benefit: | The contractual Measure Benefit of this project will be the completion of 30% design of this proposed project to construct a regional wastewater collection system. | | | | |
| Costs: | Total project cost: \$835,000 (30% design, TPR, and additional design)
FDEP: \$400,000 (additional design; \$2,641,500 to be budgeted in future years)
Citrus County: \$217,500
District: \$217,500; The conceptual estimate for total project costs, including design completion, permitting, and construction is \$6,083,000. It is anticipated the County will request funding to complete design, permitting, and construction in future years. | | | | |
| Evaluation | | | | | |
| Initial Application Quality: | N/A | | | | |
| Project Benefit: | The Resource Benefit of this water quality project is the reduction of pollutant loads by an estimated 525 lbs/year 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. This benefit calculation differs from the standard FDEP methodology as this project will impact the adjacent surface water body (Homosassa River) instead of the nearby spring vents. | | | | |
| Cost Effectiveness: | The estimated cost/lb of TN removed is between \$300 and \$400/lb. On average, this project allocates approximately \$110,600 for each septic tank removed. | | | | |
| Past Performance: | Based upon an assessment of the schedule and budget for the 6 ongoing projects. | | | | |
| Complementary Efforts: | The Cooperator has ordinances in line with F.S. 381.00655 to require sewage hookup within 365 days of availability, and with the springs BMAP that restricts new conventional septic tanks within the PFA. | | | | |
| Project Readiness: | The project is ongoing. | | | | |
| Strategic Goals | | | | | |
| Strategic Goals: | Strategic Initiative - Water Quality Maintenance and Improvement: Develop and implement programs, projects and regulations to maintain and improve water quality.
Northern Region Priority: Improve northern coastal spring systems. | | | | |
| Overall Ranking and Recommendation | | | | | |
| Springs | Citrus County requested funds to complete 30% design and TPR. The results will provide the District with better information to confirm the cost effectiveness of the project. This project is located within the Chassahowitzka-Homosassa PFA and continues the County's efforts to improve water quality. Contractually, the County will need Governing Board approval to proceed beyond this task. Staff is recommending FY2023 funding for the 30% design and TPR. If selected for funding, the District will only fund the project if the FDEP also contributes. | | | | |
| Funding | | | | | |
| Funding Source | | Prior | FY2023 | Future | Total* |
| District | | \$0 | \$217,500 | \$1,303,250 | \$1,520,750 |
| Citrus County | | \$0 | \$217,500 | \$1,303,250 | \$1,520,750 |
| FDEP | | \$0 | \$400,000 | \$2,641,500 | \$3,041,500 |
| Total | | \$0 | \$835,000 | \$5,248,000 | \$6,083,000 |

*Conceptual cost estimate, subject to Governing Board Approval

Governing Board Meeting
March 28, 2023

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

5.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion107

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

March 28, 2023

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

Staff Recommendation:

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

Presenter:

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

Governing Board Meeting

March 28, 2023

6. REGULATION COMMITTEE

| | | |
|-----|---|-----|
| 6.1 | Discussion: Information Item: Consent Item(s) Moved to Discussion..... | 108 |
| 6.2 | Discussion: Action Item: Denials Referred to the Governing Board | 109 |

REGULATION COMMITTEE

March 28, 2023

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

Staff Recommendation:

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

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation

REGULATION COMMITTEE

March 28, 2023

Discussion: Action Item: Denials Referred to the Governing Board

District Rule 40D-1.6051, Florida Administrative Code, provides that if District staff intends to deny a permit application, the applicant will be advised of the opportunity to request referral to the Governing Board for final action. Under these circumstances, if an applicant or petitioner requests their application or petition be referred to the Governing Board for final action, that application or petition will appear under this agenda item for consideration. As these items will be presented at the request of an outside party, specific information may not be available until just prior to the Governing Board meeting.

Staff Recommendation:

If any denials are requested to be referred to the Governing Board, these will be presented at the meeting.

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation

Governing Board Meeting
March 28, 2023

7. GENERAL COUNSEL'S REPORT

7.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion 110

GENERAL COUNSEL'S REPORT

March 28, 2023

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

Staff Recommendation:

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

Presenter:

Chris Tumminia, General Counsel

COMMITTEE/LIAISON REPORTS

March 28, 2023

Discussion: Information Item: Industrial Advisory Committee

This meeting was replaced with a field trip.

Staff Recommendation:

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

Presenter:

Ashley Bell Barnett, Board Member

COMMITTEE/LIAISON REPORTS

March 28, 2023

Discussion: Information Item: Public Supply Advisory Committee

Staff Recommendation:

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

Presenter:

Ed Armstrong, Board Member

EXECUTIVE DIRECTOR'S REPORT

March 28, 2023

Discussion: Information Item: Executive Director's Report

Staff Recommendation:

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

Presenter:

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

CHAIR'S REPORT

March 28, 2023

Discussion: Information Item: Chair's Report

Staff Recommendation:

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

Presenter:

Joel A. Schleicher, Chair

CHAIR'S REPORT

March 28, 2023

Discussion: Information Item: Employee Milestones

Staff Recommendation:

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

Presenter:

Joel A. Schleicher, Governing Board Chair

| Years of Service | Seniority Date | Preferred Full Name | Position Title | Office Location | Bureau | Anniversary Year | Next Milestone |
|------------------|----------------|----------------------|--------------------------------|-----------------|---------------------------|------------------|----------------|
| 10 | 03/25/2013 | Tom Hughes | Bureau Chief, Information Tech | Brooksville | Information Technology | 2023 | 03/25/2023 |
| 10 | 03/11/2013 | Jim Golden | Planner, Senior | Brooksville | Office of Gov Community | 2023 | 03/11/2023 |
| 10 | 03/04/2013 | Jezabel Pagan Garcia | Engineer, Staff | Brooksville | Engineering & Project Mgt | 2023 | 03/04/2023 |
| 15 | 03/24/2008 | Mary Margaret Hull | Project Manager, Lead | Brooksville | Engineering & Project Mgt | 2023 | 03/24/2023 |
| 15 | 03/10/2008 | Sandie Will | Bureau Chief, Data Collection | Brooksville | Data Collection | 2023 | 03/10/2023 |
| 35 | 03/14/1988 | Raymond Garcia | Heavy Equipment Operator, Snr | Brooksville | Operations | 2023 | 03/14/2023 |