

# Governing Board Meeting

## *Agenda and Meeting Information*

*March 25, 2025*

*9:00 a.m.*

*Tampa Office*

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



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

An Equal  
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*The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email [ADACoordinator@WaterMatters.org](mailto: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](http://WaterMatters.org/ADA).*

## Final Agenda GOVERNING BOARD MEETING

**MARCH 25, 2025  
9:00 AM**

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

*All meetings are open to the public*

MEETING NOTICE

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

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

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

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

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

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

The current Governing Board agenda and minutes of previous meetings are available at [WaterMatters.org](http://WaterMatters.org).

### **Bartow Office**

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

### **Sarasota Office**

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

### **Tampa Office**

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

## **1. CONVENE PUBLIC MEETING**

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

## **2. CONSENT AGENDA**

- 2.1 **Resource Management Committee:** FARMS – Midway Farms, LLC – Raulerson Road – H833 (Polk County)
- 2.2 **Operations, Lands and Resource Monitoring Committee:** Amendment to Withlacoochee River Electric Cooperative Easement – Green Swamp Wilderness Preserve West Tract, SWF Parcel No. 10-400-179X (Pasco County)
- 2.3 **Regulation Committee:** Water Use Permit No. 20 008734.008, Mosaic Fertilizer, LLC / Redland Growers (Hardee County)
- 2.4 **Executive Director's Report:** Approve Governing Board Minutes – February 25, 2025

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

- 3.1 **Discussion:** Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Water Conservation Month: District FY24 Conservation Efforts
- 3.3 **Submit & File:** Information Item: Budget Transfer Report

## **4. RESOURCE MANAGEMENT COMMITTEE**

- 4.1 **Discussion:** Consent Item(s) Moved to Discussion
- 4.2 **Discussion:** Action Item: Draft Lake Tarpon Surface Water Improvement and Management (SWIM) Plan (W726)

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

- 5.1 **Discussion:** Consent Item(s) Moved to Discussion
- 5.2 **Discussion:** Action Item: Memorandum of Agreement for Joint Purchase of Conservation Easement with Florida Department of Agriculture for Headwaters Ranch, SWF Parcel No. 10-200-1306C (Lake County)

## **6. REGULATION COMMITTEE**

- 6.1 **Discussion:** 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:** Consent Item(s) Moved to Discussion
- 7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions

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

8.1 **Discussion:** Information Item: 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**



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**Tampa Office**

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

**Michelle Williamson**

Chair, Hillsborough

**John Mitten**

Vice Chair, Hernando, Marion

**Jack Bispham**

Secretary, Manatee

**Ashley Bell Barnett**

Treasurer, Polk

**Ed Armstrong**

Former Chair, Pinellas

**Kelly S. Rice**

Former Chair, Citrus, Lake,  
Levy, Sumter

**Josh Gamblin**

DeSoto, Hardee, Highlands

**John Hall**

Polk

**James Holton**

Pinellas

**Dustin Rowland**

Pasco

**Robert Stern**

Hillsborough

**Nancy Watkins**

Hillsborough, Pinellas

**Brian J. Armstrong, P.G.**

Executive Director

**GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS**

Approved June 24, 2024

OFFICERS	
Chair	Michelle Williamson
Vice Chair	John Mitten
Secretary	Jack Bispham
Treasurer	Ashley Bell Barnett

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair Robert Stern

RESOURCE MANAGEMENT COMMITTEE
Chair Dustin Rowland

REGULATION COMMITTEE
Chair James Holton

FINANCE/OUTREACH AND PLANNING COMMITTEE
Chair Ashley Bell Barnett*

*All Governing Board members are a member of each committee.*

*\* Board policy requires the Governing Board Treasurer to chair the Finance/Outreach and Planning Committee.*

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Dustin Rowland
Environmental Advisory Committee	John Mitten
Industrial Advisory Committee	James Holton
Public Supply Advisory Committee	Robert Stern

OTHER LIAISONS	
Central Florida Water Initiative	Ashley Bell Barnett
Springs Coast Steering Committee	Kelly Rice
Coastal & Heartland National Estuary Partnership Policy Committee	John Hall
Sarasota Bay Estuary Program Policy Board	Vacant
Tampa Bay Estuary Program Policy Board	Nancy Watkins
Tampa Bay Regional Planning Council	Vacant

## **Southwest Florida Water Management District Schedule of Meetings Fiscal Year 2025**

### **Governing Board Meeting**

October 22, 2024 – 9:00 a.m., Brooksville Office  
November 19, 2024 – 9:00 a.m., Tampa Office  
December 17, 2024 – 9:00 a.m., Brooksville Office  
January 28, 2025 – 9:00 a.m., Tampa Office  
February 25, 2025 – 9:00 a.m., Brooksville Office  
March 25, 2025 – 9:00 a.m., Tampa Office  
April 22, 2025 – 9:00 a.m., Brooksville Office  
May 20, 2025 – 9:00 a.m., Tampa Office  
June 24, 2025 – 9:00 a.m., Brooksville Office  
July 22, 2025 – 9:00 a.m., Tampa Office  
August 26, 2025 – 9:00 a.m., Brooksville Office  
September 23, 2025 – 3:00 p.m., Tampa Office

### **Governing Board Workshop**

December 17, 2024 – 9:30 a.m., Brooksville Office  
March 25, 2025 – 9:30 a.m., Tampa Office

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

2025 – September 9 & 23

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

2024 – December 3  
2025 – March 11 (meeting replaced with March 7 tour), June 10, September 9

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

2024 – October 8 (Canceled)  
2025 – January 14, April 8, July 8

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

2024 – November 5  
2025 – February 11 (meeting replaced with Feb. 28 tour), May 6, August 12

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

2024 – November 5  
2025 – February 11 (meeting replaced with Feb. 28 tour), May 6, August 12

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

2024 – October 23, December 4  
2025 – January 8, February 19, May 21, July 9

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

2024 – November 6  
2025 – January 22, March 5, July 23

### **Meeting Locations**

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

Governing Board Meeting  
March 25, 2025

1. CONVENE PUBLIC MEETING

1.1 Call to Order..... 6

1.2 Invocation and Pledge of Allegiance..... 7

1.3 Employee Recognition ..... 8

1.4 Additions/Deletions to Agenda ..... 9

1.5 Public Input for Issues Not Listed on the Published Agenda..... 10

**CONVENE PUBLIC MEETING**

**March 25, 2025**

**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:**

Michelle Williamson, Chair

**CONVENE PUBLIC MEETING**

**March 25, 2025**

**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:

Michelle Williamson, Chair

**CONVENE PUBLIC MEETING**

**March 25, 2025**

**Employee Recognition**

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

Presenter:

Michelle Williamson, Chair

**CONVENE PUBLIC MEETING**

**March 25, 2025**

**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 25, 2025**

**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:

Michelle Williamson, Chair

# Governing Board Meeting

March 25, 2025

## 2. CONSENT AGENDA

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

2.1	<b>Resource Management Committee:</b> FARMS – Midway Farms, LLC – Raulerson Road – H833 (Polk County) .....	11
2.2	<b>Operations, Lands and Resource Monitoring Committee:</b> Amendment to Withlacoochee River Electric Cooperative Easement – Green Swamp Wilderness Preserve West Tract, SWF Parcel No. 10-400-179X (Pasco County) .....	13
2.3	<b>Regulation Committee:</b> Water Use Permit No. 20 008734.008, Mosaic Fertilizer, LLC / Redland Growers (Hardee County) .....	31
2.4	<b>Executive Director’s Report:</b> Approve Governing Board Minutes – February 25, 2025.....	44

## CONSENT AGENDA

**March 25, 2025**

**Resource Management Committee: FARMS – Midway Farms, LLC – Raulerson Road – H833 (Polk County)**

### *Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Midway Farms, LLC – Raulerson Road and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$45,468 (75% percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$60,624.

### *Project Proposal*

The District received a project proposal from Midway Farms, LLC – Raulerson Road for their property totaling 66.9 acres of strawberries and small vegetables located six miles southeast of Frostproof in southern Polk County, within the Central Florida Water Initiative (CFWI) and within the Southern Water Use Caution Area (SWUCA). The proposal is for a precision irrigation project and will involve automation of an irrigation pump station to offset Upper Floridan aquifer groundwater used for bed preparation, crop establishment, and supplemental irrigation of 66 acres of row crop. The Water Use Permit (WUP) authorizes annual average groundwater withdrawals of 233,900 gallons per day (gpd). FARMS project components consist of the automation of one irrigation pump station, valve automation, fertigation system, weather station, and soil moisture monitoring system.

### *Benefits/Costs*

The proposed project involves water quantity and water quality best management practices for bed preparation, crop establishment, and supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. The project is expected to reduce groundwater use by approximately nine percent, or 20,000 gpd and expected to reduce nitrogen applications by 149 pounds per year. The conservation components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the estimated groundwater offset, a reduction of nitrogen application, and a proposed six-year contract term, the cost per thousand gallons of water saved is \$1.53, and the cost per pound of nitrogen reduced per year is \$18.67 (based on the fertigation components). This value is within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of improved irrigation techniques, and nutrient reduction BMPs for row crop operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the project presented at this meeting, the Governing Board will have \$2,943,426 remaining in its FARMS Program budget.

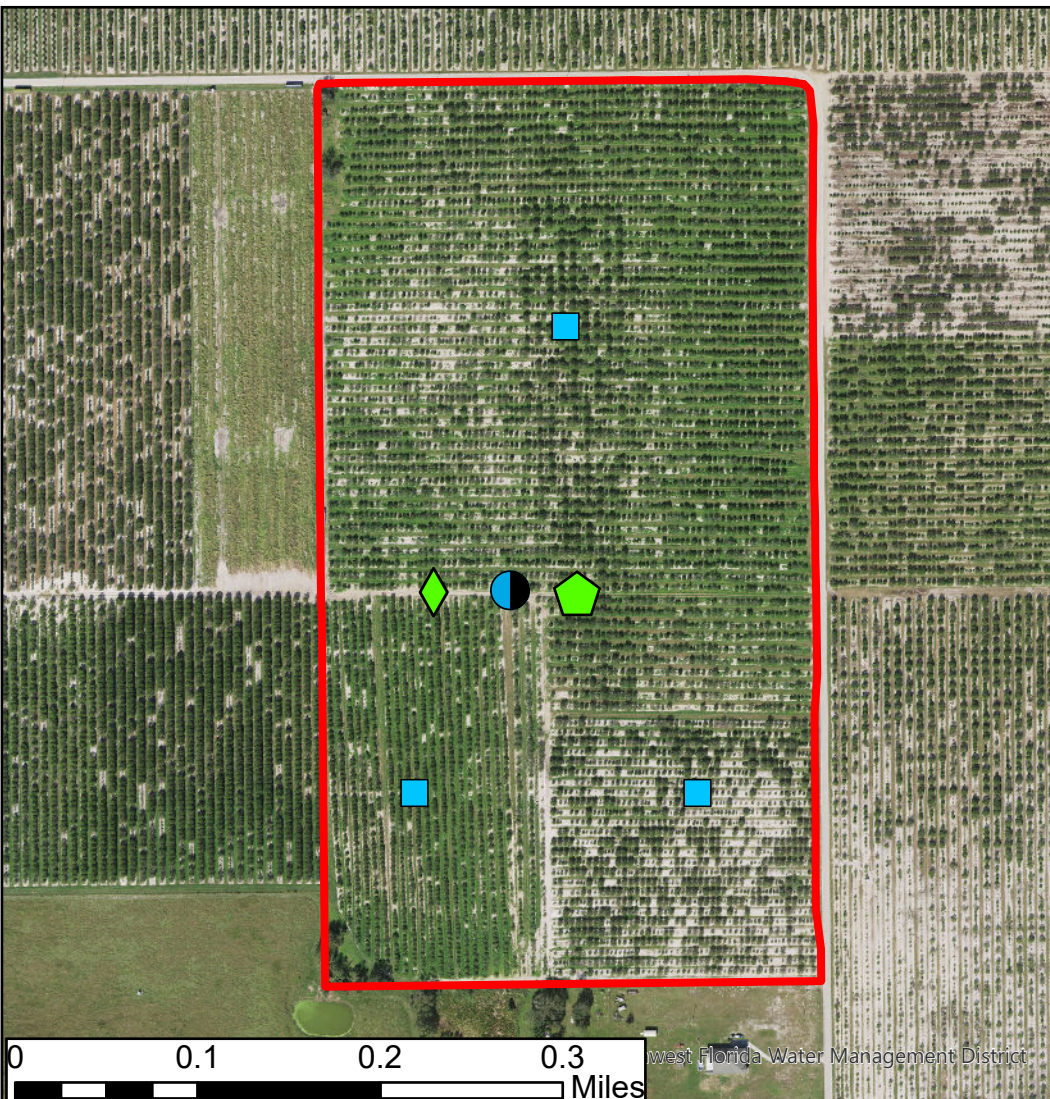
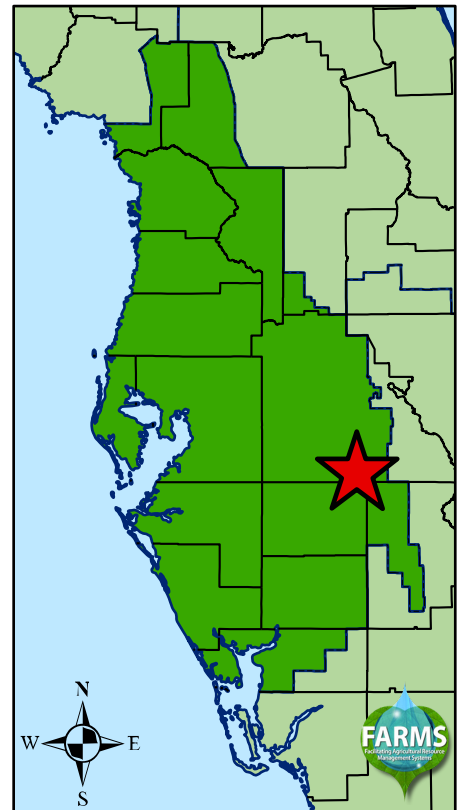
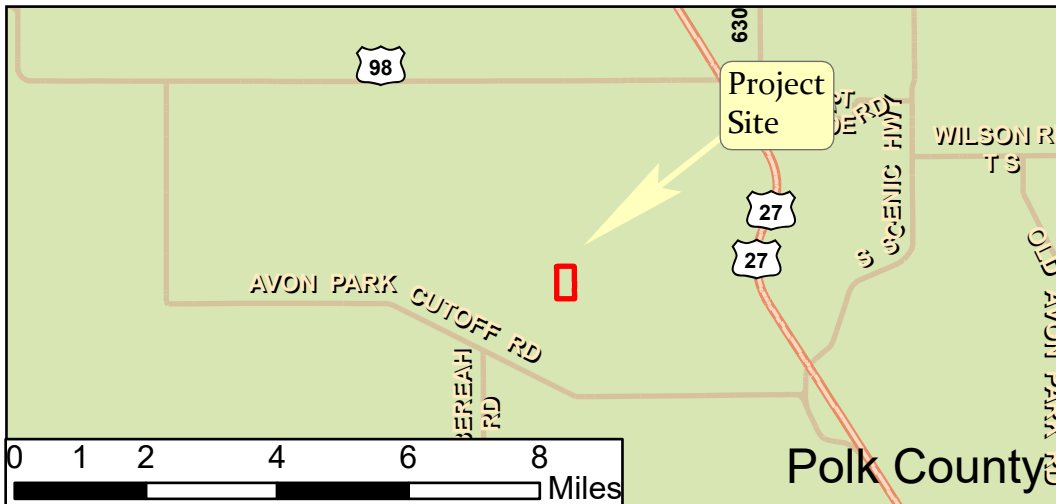
### Staff Recommendation:

1. Approve the Midway Farms, LLC – Raulerson Road project for a not-to-exceed project reimbursement of \$45,468 provided by the Governing Board;
2. Authorize the transfer of \$45,468 from fund 010 H017 Governing Board FARMS Fund to the H833 Midway Farms, LLC – Raulerson Road project fund;
3. Authorize the Division Director to sign the agreement.

### Presenter:

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

# Location Map Midway Farms, LLC - Raulerson Road FARMS Project H833



## Legend

- WUP 5585 Boundary
- Proposed Groundwater Well Automation
- ◆ Proposed Weather Station
- Proposed Soil Moisture Probe
- ⬠ Proposed Fertigation

Southwest Florida  
Water Management District

MCV 02/11/2025  
2023 Aerial  
12 2012 NAVTEQ

**CONSENT AGENDA****March 25, 2025****Operations, Lands and Resource Monitoring Committee: Amendment to Withlacoochee River Electric Cooperative Easement – Green Swamp Wilderness Preserve West Tract, SWF Parcel No. 10-400-179X (Pasco County)***Purpose*

The purpose of this item is to request Governing Board approval for an Amendment (Amendment) to an existing Utility Easement (Easement) granted to the Withlacoochee River Electric Cooperative, Inc. (WREC) for the installation of underground lines, cables, data transmission and communication facilities, supporting structures, and appurtenances necessary to ensure continued electricity supply during the Florida Department of Transportation (FDOT) road widening construction project along the southern boundary of the Green Swamp Wilderness Preserve West Tract. A General Location map, Site map, the Easement, and the Amendment are included as Exhibits 1, 2, 3, and 4, respectively.

*Background/History*

The District acquired the parent parcel, SWF Parcel No. 10-400-118, within the Green Swamp Wilderness Preserve West Tract in 1991. The southern boundary of this parcel abuts US Highway 98 (US 98).

In August of 2023, FDOT commenced a project to widen US 98 and its bridges from a two-lane undivided roadway to a four-lane divided highway. To avoid conflict with existing overhead electric during the bridge construction portion of the road project, WREC requested a utility easement for installation of underground electric service adjacent to the FDOT right of way.

In March of 2024, the District granted WREC a Utility Easement for approximately 17,810 square feet. Afterward, as the project progressed, changes in the project by FDOT have required WREC to provide additional underground circuits greater than originally planned. WREC has requested an amendment that will lengthen the Easement and increase the area by approximately 34,429\_square feet. The Amendment will relieve the current space constrictions and will allow WREC to install the additional underground circuits necessary for advancement of the FDOT road widening construction project.

*Benefits/Costs*

The additional easement area for the proposed underground installation of utilities will enable WREC to deliver electricity efficiently and securely with minimal disruption and will decrease the risks of damage to lines at this location. There is no cost to the District other than staff time to process the Amendment request.

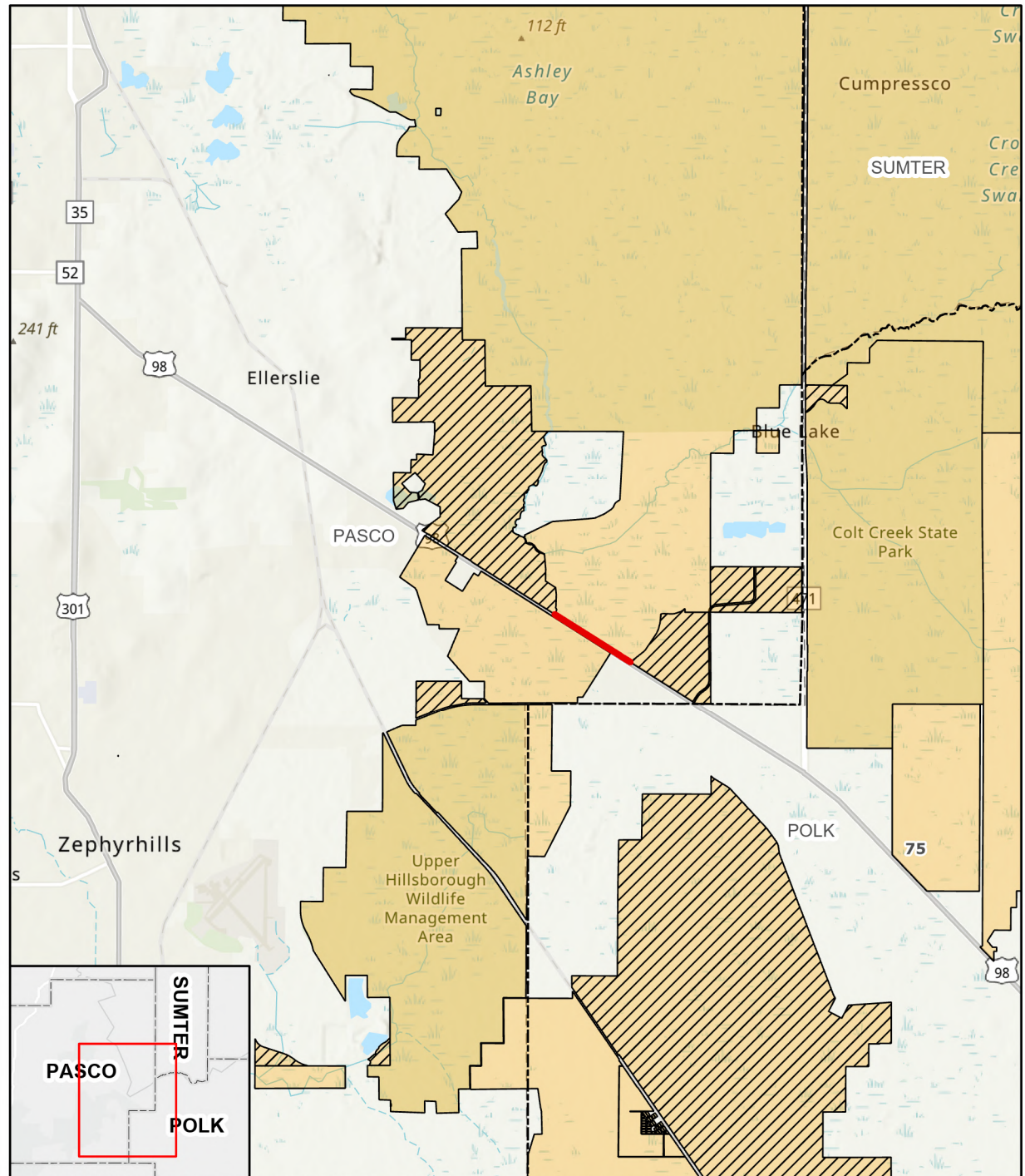
Staff Recommendation:

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

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau Chief

**Exhibit 1**  
**Green Swamp Wilderness Preserve West Tract**  
**SWF Parcel No. 10-400-179X**  
**Location Map**



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

- WREC Easement (SWF Parcel# 10-400-179X)
- District Owned Lands Fee Simple
- District Owned Land Easements

0 0.5 1  
 Miles



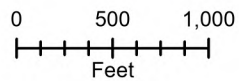
**Southwest Florida**  
 Water Management District

**Exhibit 2**  
**Green Swamp Wilderness Preserve West Tract**  
**SWF Parcel No. 10-400-179X**  
**Site Map**



Southwest Florida Water Management District, Esri Community Maps Contributors, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

- WREC Easement (SWF Parcel# 10-400-179X)
- District Owned Lands Fee Simple



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

**Non-Exclusive Utility Easement**

This Non-Exclusive Utility Easement ("Easement") is made this 26<sup>th</sup> day of March, 2024, by and between the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter called "Grantor", and Withlacoochee River Electric Cooperative, Inc. a Florida not-for-profit corporation having an address of Post Office Box 278, Dade City, Florida 33526, hereinafter referred to as "Grantee".

Grantor, for and in consideration of the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration from Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee a non-exclusive utility easement to enter upon, over and across and to use any and all lands more particularly described below for solely for the following purposes:

- a. For installation of underground utilities, maintenance, and ingress and egress upon, over, and across the land more particularly described on **Exhibit "A"** (the "Access Easement Area")

Grantee shall exercise all of its rights contained in this Easement in the least intrusive manner so as not to interfere with Grantor's use of its property.

Grantee hereby agrees to protect, indemnify and hold harmless the Grantor from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Access Easement Area by the Grantee and its contractors and agents, except to the extent such liability is finally judicially determined to directly arise from the willful misconduct or negligence of the Grantor. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Grantor believes is covered by this indemnity, the Grantor shall give the Grantee notice of the matter. Any failure or delay of the Grantor to notify the Grantee of any such suit, claim or demand shall not relieve the Grantee of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay. This provision shall not be construed as a waiver of Grantee's sovereign immunity for torts or an extension of such liability beyond the limits established in Section 768.28, F.S.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns, successors, and tenants of the parties hereto. This Easement may be amended or modified only by an instrument signed by Grantor and Grantee.

The formation, interpretation, and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida. In the event of any dispute arising out of this Easement or any instrument given in connection herewith, or in the event it shall become necessary for any party to employ counsel to protect the party under this Easement or

Page 1 of 4

Non-Exclusive Utility Easement (GSW)  
SWF Parcel No. 10-400-179X

any instrument given in connection herewith, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the Grantee's sovereign immunity or extend the Grantee's liability beyond the limits established in Section 768.28, F.S.

This grant shall not constitute a dedication to the public, and no parties shall have any rights or entitlements pursuant to the terms of this Easement except as specifically set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first written above.

Grantor:

Signed, sealed and delivered  
in the presence of:

Southwest Florida Water Management  
District, a public corporation

By: [Signature]  
E. D. Armstrong, III, Chairman

ATTEST:

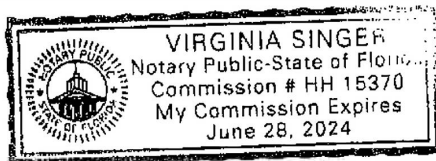
By: [Signature]  
John Miller, Secretary

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of March, 2024, by E.D. Armstrong, III, as Chairman of the Governing Board of the Southwest Florida Water Management District, on behalf of the Southwest Florida Water Management District, who is personally known to me.

(Notary Seal)



Virginia Singer  
Notary Public  
Print: Virginia Singer  
Commission No. HH15370  
My Commission Expires: June 28, 2024

Grantee: **WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC, a not-for-profit corporation**

Signed, sealed and delivered  
in the presence of:

*Paula Lewis*  
Witness #1 signature

By: *David B. Lambert*  
David Lambert, General Manager

*Paula Lewis*  
Print Witness #1 name

*W. B. [Signature]*  
Witness #2 signature

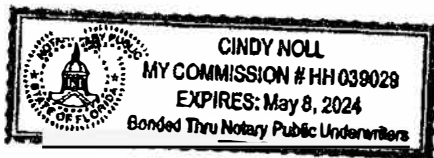
*William Bayer*  
Print Witness #2 name

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me, **by means of** ☒ **physical presence or**  
☐ **online notarization**, this 12 day of February, 2024, by who is personally known  
to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)



*Cindy Noll*  
Notary Public  
Print: *Cindy Noll*  
Commission No. HH 039029  
My Commission Expires: May 8, 2024

SHEET NO. 1 OF 2  
**DESCRIPTION SKETCH**  
 ( NOT A BOUNDARY SURVEY )

DESCRIPTION: A parcel of land lying in Section 34, Township 25 South, Range 22 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 34; run thence along the East boundary thereof, S.00°33'30"W., a distance of 2516.37 feet, to a point on the Northerly right-of-way line of U.S. HIGHWAY No. 98, per Florida Department of Transportation Right-of-way Map, W.P. Item/Seg.: 443368-3; thence along said Northerly right-of-way line, the following two (2) courses: 1) N.57°34'22"W., a distance of 2515.52 feet, to the POINT OF BEGINNING; 2) continue, N.57°34'22"W., a distance of 1780.99 feet; thence N.32°25'38"E., a distance of 10.00 feet; thence along a line lying 10.00 feet Northerly of and parallel to said Northerly right-of-way line of U.S. HIGHWAY No. 98, S.57°34'22"E., a distance of 1780.99 feet; thence S.32°25'38"W., a distance of 10.00 feet, to the POINT OF BEGINNING.

Containing 17,810 square feet, more or less.

Last Date of Field Survey: 2/02/24

This Survey Prepared For: *Withlacoochee River Electric Cooperative, Inc.*

REVISIONS					
Description	Date	Dwn.	Ck'd	P.C.	Order No.

SURVEYOR'S CERTIFICATE  
 This certifies that a survey of the herein described property was made under my supervision and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 63-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Jack M. Greene  
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6506

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**GeoPoint**  
 Surveying, Inc.

213 Hobbs Street Phone: (813) 248-8888  
 Tampa, Florida 33619 Fax: (813) 248-2266  
 www.geopointsurvey.com Licensed Business Number LB 7768

Drawn: JMG Checked: SEC P.C.: BC  
 Date: 1/30/24 Dwg: WREC DS Order No.:  
 Section 34, Township 25 South, Range 22 East

SHEET NO. 2 OF 2  
**DESCRIPTION SKETCH**  
 ( NOT A BOUNDARY SURVEY )

**POINT OF COMMENCEMENT**

Northeast corner of Section 34-25-22

N32°25'38"E  
 10.00'

P.I.D.# 34-25-22-0000-00100-0010

**U.S. HIGHWAY**

**POINT OF BEGINNING**

**No. 98**

East boundary of Section 34-25-22

251.63' S0°33'30"W

S32°25'38"W  
 10.00'

Northerly Right-of-way Line  
 2515.52'

N57°34'22"W

1780.99'

N57°34'22"W

S57°34'22"E  
 1780.99'

10.0'

10.0'



**GeoPoint**  
 Surveying, Inc.

213 Hobbs Street  
 Tampa, Florida 33618  
 www.geopointsurvey.com

Phone: (813) 248-8888  
 Fax: (813) 248-2266  
 Licensed Business Number LB 7788

Prepared by:  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604

Return recorded original to:  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604  
Attn. Land Resources Bureau

### **AMENDMENT TO EASEMENT**

This Amendment to Easement, agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Southwest Florida Water Management District, having an address of 2379 Broad Street, Brooksville, Florida 34604-689 (Grantor), and Withlacoochee River Electric Cooperative, Inc. a Florida not-for-profit corporation having an address of Post Office Box 278, Dade City, Florida 33526 (Grantee).

### **WITNESSETH:**

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

**WHEREAS**, Grantee was granted an easement (Easement) over the subject Property on April 2<sup>nd</sup> 2024, as recorded in the Public Records of Pasco County, Florida, at Official Records Book 10984, Page 3816; and

**WHEREAS**, the Easement provided the Grantee, its agents, successors and assigns a perpetual easement for the purposes of ingress and egress for the installation and maintenance of underground utilities; and

**WHEREAS**, the Grantor and Grantee desire to amend the legal description of the Easement (Amendment).

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

The legal description of the Property set forth in Exhibit "A", attached hereto and incorporated herein by this reference, is hereby added to and incorporated into the legal description of the property set forth in the Easement recorded in the Official Records of Pasco County, Florida at Official Records Book 10984, Page 3816.

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

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

Except as expressly modified in this Amendment, the Easement recorded in the Official Records of Pasco County, Florida at Official Records Book 10984, Page 3816 shall continue in full force and effect according to its terms and conditions, and the Grantor and Grantee hereby ratify and affirm their respective rights and obligations under the Easement.

[signature pages follow]

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

GRANTEE:

Witnesses:

Withlacoochee River Electric  
Cooperative, Inc.

\_\_\_\_\_

\_\_\_\_\_  
David Lambert, General Manager

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

\_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

Notary Public

(Notary Seal)

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission No.: \_\_\_\_\_

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

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

GRANTOR:

Southwest Florida Water Management District,  
a Florida Public Corporation

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

ATTEST:

By: \_\_\_\_\_  
Paul J. Bispham, Secretary

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

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Michelle Williamson, Governing Board Chair, and Paul J. Bispham, Governing Board Secretary, who is personally known to me or produced \_\_\_\_\_ as identification.

Notary Public

(Notary Seal)

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

Exhibit A

[Exhibit A provided by WREC to be attached here]

Remainder of this page intentionally left blank.

SHEET NO. 1 OF 2  
**DESCRIPTION SKETCH**  
( NOT A BOUNDARY SURVEY )

DESCRIPTION: A parcel of land lying in Section 34, Township 25 South, Range 22 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 34; run thence along the East boundary thereof, the following two (2) courses: 1) S.00°33'30"W., a distance of 2504.39 feet, to the POINT OF BEGINNING; 2) continue, S.00°33'30"W., a distance of 11.79 feet, to a point on the Northerly right-of-way line of U.S. HIGHWAY No. 98, per Florida Department of Transportation Right-of-way Map, W.P. Item/Seg.: 443368-3; thence along said Northerly right-of-way line, N.57°25'58"W., a distance of 4552.97 feet; thence N.32°34'02"E., a distance of 10.00 feet; thence along a line lying 10.00 feet Northerly of and parallel to said Northerly right-of-way line of U.S. HIGHWAY No. 98, S.57°25'58"E., a distance of 4546.72 feet, to the POINT OF BEGINNING.

Containing 1.044 acres, more or less.

**Last Date of Field Survey:** 2/02/24

This Survey Prepared For: *Withlacoochee River Electric Cooperative, Inc.*

[illegible]

**SURVEYOR'S CERTIFICATE**  
This certifies that a survey of the hereon described property was made under my supervision and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

**STATE OF FLORIDA**

**JACK M. SACANE**  
FLORIDA PROFESSIONAL SURVEYOR and MAPPER

**6506**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**GeoPoint**  
**Surveying, Inc.**

13 Hobbs Street  
 Tampa, Florida 33619  
[www.geoPointsurvey.com](http://www.geoPointsurvey.com)

Phone: (813) 248-8888  
 Fax: (813) 248-2266  
 Licensed Business Number LB 7768

awn:JMG	Checked: SEC	P.C.: BC	
ate: 7/23/24	Dwg: WREC DS NEW	Order No.:	

Section 34, Township 25 South, Range 22 East

SHEET NO. 2 OF 2  
**DESCRIPTION SKETCH**  
( NOT A BOUNDARY SURVEY )

**POINT OF COMMENCEMENT**  
Northeast corner of Section 34-25-22

North boundary of Section 34-25-22

N32°34'02"E  
10.00'

**P.I.D.# 34-25-22-0000-00100-0010**

East boundary of Section 34-25-22

S00°33'30"W

2504.39'

11.79'  
S00°33'30"W

**POINT OF BEGINNING**

S57°25'58"E  
4552.97'

4546.72'  
N57°25'58"W

**U.S. HIGHWAY**

**No. 98**

Northerly Right-of-way Line



**GeoPoint**  
Surveying, Inc.

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Tampa, Florida 33619  
www.geopointsurvey.com

Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business Number LB 7768

SHEET NO. 1 OF 2  
**DESCRIPTION SKETCH**  
 ( NOT A BOUNDARY SURVEY )

DESCRIPTION: A parcel of land lying in Section 35, Township 25 South, Range 22 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 35; run thence along the East boundary thereof, S.00°15'26"E., a distance of 5336.16 feet, to the Southeast corner of said Section 35; thence along the South boundary of said Section 35, S.89°56'15"W., a distance of 872.90 feet, to a point on the Northerly right-of-way line of U.S. HIGHWAY No. 98, per Florida Department of Transportation Right-of-way Map, W.P. Item/Seg.: 443368-3; thence along said Northerly right-of-way line, the following two (2) courses: 1) N.57°42'57"W., a distance of 4531.15 feet, to the POINT OF BEGINNING; 2) continue, N.57°42'57"W., a distance of 671.30 feet, to a point on the West boundary of said Section 35, thence along said West boundary, N.00°33'30"E., a distance of 11.76 feet; thence along a line lying 10.00 feet Northerly of and parallel to said Northerly right-of-way line of U.S. HIGHWAY No. 98, S.57°42'57"E., a distance of 681.04 feet; thence S.51°51'58"W., a distance of 10.61 feet, to the POINT OF BEGINNING.

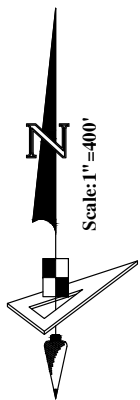
Containing 6762 square feet, more or less.

Last Date of Field Survey: 2/02/24

This Survey Prepared For: *Withlacoochee River Electric Cooperative, Inc.*

REVISIONS						SURVEYOR'S CERTIFICATE		 <b>GeoPoint</b> Surveying, Inc. <small>213 Hobbs Street Tampa, Florida 33619 www.geopointsurvey.com Phone: (813) 248-8888 Fax: (813) 248-2266 Licensed Business Number LB 7788</small>	
Description	Date	Dwn.	Ck'd	P.C.	Order No.	This certifies that a survey of the hereon described property was made under my supervision and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.  <b>Jack M. Greene</b> FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6506			
						NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER			
Drawn: JMG   Checked: SEC   P.C.: BC Date: 8/05/24   Dwg: WREC DS   Order No.: Section 35, Township 25 South, Range 22 East									

SHEET NO. 2 OF 2  
**DESCRIPTION SKETCH**  
 ( NOT A BOUNDARY SURVEY )



**POINT OF COMMENCEMENT**

Northeast corner of Section 35-25-22

West boundary of Section 35-25-22

**P.I.D.# 35-25-22-0000  
 -00100-0000**

East boundary of Section 35-25-22

5336.16'

S00°15'26"E

Southeast corner of  
 Section 35-25-22

S89°56'15"W  
 872.90'

**POINT OF  
 BEGINNING**

South boundary  
 of Section 35-25-22

U. S. HIGHWAY

No. 98

Northerly Right-of-way Line  
 N57°42'57"W  
 4531.15'

Line Data Table

No.	Bearing	Length
L1	N57°42'57"W	671.30'
L2	N00°33'30"E	11.76'
L3	S57°42'57"E	681.04'
L4	S51°51'58"W	10.61'

**GeoPoint**  
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 Tampa, Florida 33619  
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Phone: (813) 248-8888  
 Fax: (813) 248-2266  
 Licensed Business Number LB 7768

**CONSENT AGENDA**

**March 25, 2025**

**Regulation Committee: Water Use Permit No. 20 008734.008, Mosaic Fertilizer, LLC / Redland Growers (Hardee County)**

This is a renewal with modification of an existing water use permit for agricultural use. The authorized quantities have changed from the previous permit. This permit authorizes an increase in the annual average quantity from 342,700 gallons per day (gpd) to 976,300 gpd, an increase in the authorized drought annual average quantity from 342,700 gpd to 976,300 gpd, and an increase in the authorized peak month quantity from 1,049,000 gpd to 1,446,700 gpd. There is no change in use type from the previous revision. Increases in quantities are due to a change in crop plan from 120 acres of melons to 233.93 acres of spring and 233.93 acres of fall squash/zucchini. Quantities are based on the District's irrigation allotment calculation program, AGMOD. This water use permit is located within the Southern Water Use Caution Area (SWUCA) in Hardee County. The Permittee is not using Alternative Water Supply (AWS) sources because none are available at this time.

Special conditions include those that require the Permittee to continue to record and report monthly meter readings from District ID Nos. 1, 3, 4, 5, 6, 7, 8, and 9, perform meter accuracy tests every five years and submit meter accuracy test reports, modify the permit to reflect incorporation of any new alternative sources of water, implement water conservation and best management practices, and comply with the SWUCA recovery strategy.

The permit application meets all Rule 40D-2 Conditions for Issuance.

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

Darrin Herbst, P.G., Bureau Chief, Water Use Permit Bureau

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
WATER USE PERMIT  
Individual  
PERMIT NO. 20 008734.008**

**PERMIT ISSUE DATE:**     **March 25, 2025**

**EXPIRATION DATE:**     **March 25, 2045**

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

**TYPE OF APPLICATION:**             Renewal

**GRANTED TO:**                     Mosaic Fertilizer, LLC/Attn: Tom Pospichal  
414 West Main Street  
Wauchula, FL 33873

**PROJECT NAME:**                     Redland Growers

**WATER USE CAUTION AREA(S):**     SOUTHERN WATER USE CAUTION AREA

**COUNTY:**                             Hardee

**TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)**

ANNUAL AVERAGE	976,300 gpd
PEAK MONTH <sup>1</sup>	1,446,700 gpd
DROUGHT ANNUAL AVERAGE <sup>2</sup>	976,300 gpd

1. Peak Month: Average daily use during the highest water use month.

2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.

**ABSTRACT:**

This is a renewal with modification of an existing water use permit for agricultural use. The authorized quantities have changed from the previous permit. This permit authorizes an increase in the annual average quantity from 342,700 gallons per day (gpd) to 976,300 gpd, an increase in the authorized drought annual average quantity from 342,700 gpd to 976,300 gpd, and an increase in the authorized peak month quantity from 1,049,000 gpd to 1,446,700 gpd. There is no change in use type from the previous revision. Increases in quantities are due to a change in crop plan from 120 acres of melons to 233.93 acres of spring and 233.93 acres of fall squash/zucchini. Quantities are based on the District's irrigation allotment calculation program, AGMOD. This water use permit is located within the Southern Water Use Caution Area (SWUCA) in Hardee County. The Permittee is not using Alternative Water Supply (AWS) sources because none are available at this time.

Special conditions include those that require the Permittee to continue to record and report monthly meter readings from District ID Nos. 1, 3, 4, 5, 6, 7, 8, and 9, perform meter accuracy tests every five years and submit meter accuracy test reports, modify the permit to reflect incorporation of any new alternative sources of water, implement water conservation and best management practices, and comply with the SWUCA recovery strategy.

**WATER USE TABLE (in gpd)**

<b><u>USE</u></b>	<b><u>ANNUAL AVERAGE</u></b>	<b><u>PEAK MONTH</u></b>	<b><u>DROUGHT ANNUAL AVERAGE</u></b>
Agricultural	976,300	1,446,700	976,300

**USES AND IRRIGATION ALLOCATION RATE TABLE**

<b><u>CROP/USE TYPE</u></b>	<b><u>IRRIGATED ACRES</u></b>	<b><u>IRRIGATION METHOD</u></b>	<b><u>STANDARD IRRIGATION RATE</u></b>	<b><u>DROUGHT IRRIGATION RATE</u></b>
Squash, Zucchini - (Non Cover Crop)	233.90	Drip With Plastic	30.60"/yr.	30.63"/yr.
Squash, Zucchini - (Non Cover Crop)	233.90	Drip With Plastic	25.10"/yr.	25.10"/yr.
Animals				
Animals				

**WITHDRAWAL POINT QUANTITY TABLE**

Water use from these withdrawal points are restricted to the quantities given below :

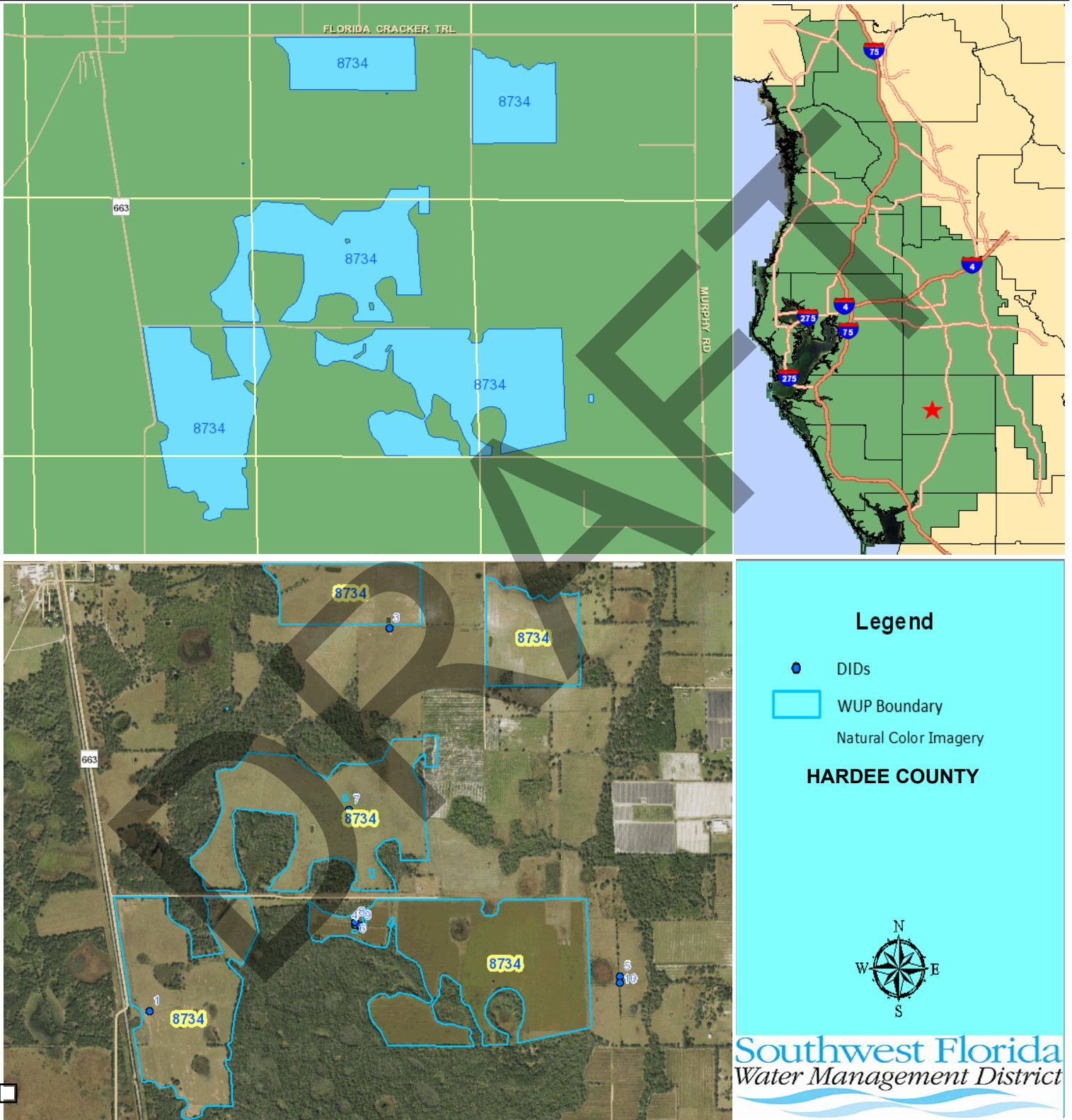
<b><u>I.D. NO. PERMITTEE/ DISTRICT</u></b>	<b><u>DIAM (in.)</u></b>	<b><u>DEPTH TTL./CSD.FT. (feet bls)</u></b>	<b><u>USE DESCRIPTION</u></b>	<b><u>AVERAGE (gpd)</u></b>	<b><u>PEAK MONTH (gpd)</u></b>
6-1 / 1	8	630 / 511	Livestock	1,600	1,600
6-3 / 3	26	1,400 / 450	Irrigation	969,600	1,440,000
Standby 6-4 / 4	10	1,100 / 430	Irrigation	969,600	1,440,000
6-5 / 5	8	1,100 / 200	Livestock	500	500
6-6 / 6	8	1,101 / 180	Livestock	2,400	2,400
6-7 / 7	6	395 / 86	Livestock	2,200	2,200
6-8 / 8	26	1,100 / UNK	Irrigation	969,600	1,440,000
Standby 6-9 / 9	14	UNK / UNK	Irrigation	969,600	1,440,000
Standby 6-10 / 10	12	UNK / UNK	Livestock	500	500
Standby					

**WITHDRAWAL POINT LOCATION TABLE**

<b><u>DISTRICT I.D. NO.</u></b>	<b><u>LATITUDE/LONGITUDE</u></b>
1	27° 27' 23.30"/81° 54' 49.30"
3	27° 28' 42.20"/81° 53' 53.20"
4	27° 27' 40.77"/81° 54' 00.19"
5	27° 27' 30.40"/81° 52' 59.40"
6	27° 27' 41.10"/81° 54' 01.20"
7	27° 28' 04.80"/81° 54' 02.70"
8	27° 27' 41.60"/81° 54' 01.20"
9	27° 27' 40.90"/81° 53' 60.00"
10	27° 27' 29.00"/81° 52' 59.50"

DRAFT

**Location Map**  
**Mosaic Fertilizer, LLC/Attn: Tom Pospichal**  
**WUP No. 20 008734.008**



**STANDARD CONDITIONS:**

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

**SPECIAL CONDITIONS:**

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center ([www.swfwmd.state.fl.us/permits/epermitting/](http://www.swfwmd.state.fl.us/permits/epermitting/)) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District  
Tampa Service Office, Water Use Permit Bureau  
7601 U.S. Hwy. 301 North  
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.

(499)

2. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)
3. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)
4. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.(312)
5. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices. (331)
6. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)
7. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as

wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request.

(427)

8. The Permittee shall immediately implement the District-approved water conservation plan that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. A progress report on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted by December 1, 2029.(449)
9. The Permittee shall investigate the feasibility of increasing the use of or using reclaimed water for irrigation when notified by the District that reclaimed water may be available in sufficient supply to be utilized for this permit. The Permittee shall submit a report documenting the feasibility investigation within six months of the notification. The report shall contain an analysis of reclaimed water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of reclaimed water available, the projected date(s) of availability, costs associated with obtaining the reclaimed water, and an implementation schedule for reuse, if feasible. Infeasibility shall be supported with a detailed explanation. If the use of reclaimed water is determined to be feasible by the Permittee or by the District, then the Permittee shall submit an application to modify this water use permit to include reclaimed water as a source of water. The modification application shall include a date when the reclaimed water will be available and shall indicate a proposed reduction in permitted quantities. If the permit application is not submitted by the Permittee, the District may reduce, following notice to the Permittee, the quantities authorized with this permit to account for the availability of reclaimed water.  
(458)
10. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for seasonal crops for each permitted irrigation withdrawal point, District ID. Nos. 3, 4, 8, and 9, Permittee ID Nos. 6-3, 6-4, 6-8, and 6-9:
  1. Crop type
  2. Irrigated acres per crop for the appropriate season,
  3. Dominant soil type or acres by dominant soil type,
  4. Irrigation method (NTBWUCA only),
  5. Use or non-use of plastic mulch,
  6. Planting dates, and
  7. Season length.
 This information shall be submitted by February 1 of each year documenting irrigation for the previous summer/fall seasonal crops, and by September 1 of each year documenting irrigation for the previous winter/spring crops. Strawberry irrigation information shall be submitted as a winter/spring crop.(476)
11. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
12. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
13. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the

status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)

14. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID Nos. 1, 4, 5, and 6, Permittee ID Nos. 6-1, 6-4, 6-5, and 6-6. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)
15. The following existing standby withdrawal facilities (those that provide back-up water for another withdrawal point in the event the other withdrawal point becomes unusable) shall continue to be metered: District ID No. 3, Permittee ID No. 6-3. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(722)
16. The following existing, but previously un-metered standby withdrawal facilities (those that provide back-up water for another withdrawal point in the event the other withdrawal point becomes unusable) shall be metered upon permit issuance: District ID Nos. 8 and 9, Permittee ID Nos. 6-8 and 6-9. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(723)

DRAFT

40D-2  
Exhibit A

**WATER USE PERMIT STANDARD CONDITIONS**

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
  - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
  - B. Damage to crops and other vegetation causing financial harm to the owner; and
  - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
  - A. A reduction in water levels which impairs the ability of a well to produce water;
  - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
  - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.

10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.
11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B  
Instructions

## METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies.

For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data.

The Permittee shall submit meter readings online using the Permit Information Center at [www.swfwmd.state.fl.us/permits/epermitting/](http://www.swfwmd.state.fl.us/permits/epermitting/) or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
  - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
  - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
  - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
  - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
  - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
  - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
  - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
  - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal.

from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.

8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

#### FLOW METER ACCURACY TEST INSTRUCTIONS

1. Accuracy Test Due Date - The Permittee is to schedule their accuracy test according to the following schedule:

A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.

B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.

C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.

D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.

E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

\* The permittee may request their multiple permits be tested in the same month.

2. Accuracy Test Requirements: The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:

A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.

B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or

longer per test until consistent results are obtained.

C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.

D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

3. Accuracy Test Report: The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:

A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website ([www.watermatters.org](http://www.watermatters.org)) under "ePermitting and Rules" for Water Use Permits.

B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;

C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;

D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.

E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.

F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

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Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

**CONSENT AGENDA**

**March 25, 2025**

**Executive Director's Report: Approve Governing Board Minutes – February 25, 2025**

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING**  
**TUESDAY, FEBRUARY 25, 2025 – 9:00 A.M.**  
**2379 BROAD STREET, BROOKSVILLE, FLORIDA 34604**  
**(352) 796-7211**

**Board Members Present**

Michelle Williamson, Chair  
John Mitten, Vice Chair  
Jack Bispham, Secretary  
Ashley Bell Barnett, Treasurer\*  
Ed Armstrong, Member  
Kelly Rice, Member  
John Hall, Member  
Dustin Rowland, Member  
James Holton, Member  
Robert Stern, Member  
Nancy H. Watkins, Member  
Josh Gamblin, Member\*

\*Attended via Electronic Media

**Staff Members**

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

**Board Administrative Support**

Virginia Singer, Manager  
Lori Manuel, Administrative Coordinator

**1. Convene Public Meeting**

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting on February 25 at 9:00 a.m., at the Brooksville Office at 2379 Broad Street, Brooksville, Florida 34604. This meeting was available for live viewing through internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

**1.1 Call to Order**

Chair Michelle Williamson called the meeting to order. She noted that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. Chair Williamson 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. She stated that comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the Chair. Chair Williamson also requested that several individuals wishing to speak on the same topic designate a spokesperson. She introduced each member of the Governing Board and staff present at the dais (this served as roll call). A quorum was confirmed.

**1.2 Invocation and Pledge of Allegiance**

Board Member Robert Stern offered the invocation and the Pledge of Allegiance.

**1.3 Employee Recognition**

Chair Williamson recognized the following staff for their years of service: James Ferrell, Matt Jablonski, Tim Lohner and Jim Marshall.

**1.4 Additions/Deletions to Agenda**

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

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

Mr. David Ballard Geddis spoke regarding deep well injection for Lake Tarpon.

**Consent Agenda**

**Finance/Outreach & Planning Committee**

**2.1 Approval of the 2025 Consolidated Annual Report**

Staff recommended the Board approve the 2025 Consolidated Annual Report and its transmittal to the required agencies.

**2.2 Amendment to Fiscal Year 2024 Independent Auditing Services Contract**

Staff recommended the Board:

1. Approve the third amendment to the agreement to increase compensation to fund the third state single audit as required by governmental auditing standards.
2. Authorize the Executive Director or designee to execute the third amendment to the current contract with JMCO to complete the fiscal year 2023-24 auditing services.

**Resource Management Committee**

**2.3 FARMS – B 8 Turf Co., LLC – H817 (Manatee County)**

Staff recommended the Board:

1. Approve the B 8 Turf Co., LLC project for a not-to-exceed project reimbursement of \$751,229 provided by the Governing Board;
2. Authorize the transfer of \$751,229 from fund 010 H017 Governing Board FARMS Fund to the H817 B 8 Turf Co., LLC project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

**2.4 FARMS – Gapway Mixon CUPS, LLC – H831 (Polk County)**

Staff recommended the Board:

1. Approve the Gapway Mixon CUPS, LLC project for a not-to-exceed project reimbursement of \$64,171 provided by the Governing Board;
2. Authorize the transfer of \$64,171 from fund 010 H017 Governing Board FARMS Fund to the H831 Gapway Mixon CUPS, LLC project fund;
3. Authorize the Division Director to sign the agreement.

**Operations, Lands and Resource Monitoring Committee**

**2.5 Amendment to Easement – Sugarmill Woods 2 – SWF Parcel No. 15-020-101 (Citrus County)**

Staff recommended the Board:

- Approve Amendment One to Easement 31111 and authorize the Chair and Secretary to sign on behalf of the District; and
- Authorize Staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

**Regulation Committee**

**2.6 Water Use Permit No. 20 000742.017, City of Tarpon Spring / City of Tarpon Springs (Pinellas County)**

Staff recommended the Board approve the proposed permit attached as an exhibit.

**2.7 Water Use Permit No. 20 004669.11, Hudson Water Works, Inc./ Hudson Water Works (Pasco County)**

Staff recommended the Board approve the proposed permit attached as an exhibit.

**General Counsel's Report**

**2.8 Governing Board Concurrence – Authorization to Intervene in Rule Challenge Administrative Hearing – Florida Springs Council, Inc. v. Florida Department of Environmental Protection – Division of Administrative Hearings Case No. 25-000274RP**

Staff recommended the Board concur with the approval to intervene in DOAH Case No. 25-000274RP and authorize the Office of General Counsel to defend the District's interests as needed.

**Executive Director's Report**

**2.9 Approve Governing Board Workshop Minutes – December 17, 2024**

Staff recommended the Board approve the minutes as presented.

**2.10 Approve Governing Board Minutes – January 28, 2025**

Staff recommended the Board approve the minutes as presented.

**A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio – 00:011:23)**

**Finance/Outreach and Planning Committee**

Chair Michelle Williamson called the committee to order.

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

**3.2 Budget Transfer Report**

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

**Resource Management Committee**

Board Member Dustin Rowland called the committee to order.

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

**4.2 Fiscal Year 2026 Cooperative Funding Initiative Preliminary Project Evaluations**

Mr. Kevin Wills, Cooperative Funding Initiative Lead, presented a summary of the Fiscal Year (FY) 2026 funding applications, project locations map, preliminary scoring, staff funding recommendations, and a timeline. He provided an evaluation summary of projects for FY2026. This included Alternative Water Supply (AWS) projects, 1A ranked projects, a Springs project, new projects and projects not recommended for funding. Mr. Wills presented preliminary rankings and information for projects in each category. He stated that staff is recommending the funding of 15 projects that total \$98,572,085. Mr. Wills asked the Board to identify any projects they would like to be presented at the April Board meeting. Board Member James Holton requested a presentation for project Q431. Chair Williamson asked if any of the 1A flood protection projects are within the Pasco County (County) areas that experienced flooding from the hurricanes. Mr. Scott Letasi, Engineering Project Management Bureau Chief, responded the 1A projects are located on the west side of the County. The areas that are still experiencing flooding right now are located on the east side of the County. Mr. Brian Armstrong, Executive Director, stated that funding for several projects on the east side of the County has been requested through a supplemental bill with the US Army Corps of Engineers. Staff responded to questions.

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

**4.3 2025 Central Florida Water Initiative Regional Water Supply Plan**

Mr. Ryan Pearson, Water Supply Supervisor, presented an overview of the Central Florida Water Initiative (CFWI). He stated the Regional Water Supply Plan (RWSP) is coordinated with the St. Johns River and South Florida Water Management Districts. Mr. Pearson provided information that included the history of the CFWI, its mission, counties included, and information to determine when a regional supply plan is required. He provided an overview of the 2025 CFWIRWSP and summarized the types of water supply demands in the region. Mr. Pearson explained the criteria that were used to assess potential impacts due to groundwater withdrawals. He outlined water supply and development options that will be required to supplement groundwater sources. Projections for the year 2045 water conservation savings by use type were presented. Mr. Pearson provided a breakdown of funding options, outreach efforts that have occurred, and future outreach. Staff responded to questions.

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

**Operations, Lands and Resource Monitoring Committee**

Board Member Robert Stern called the committee to order.

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

**5.2 Hydrologic Conditions Report**

Ms. Tamera McBride, P.G., Hydrologic Data Manager, presented the hydrologic conditions report. She said January is the fourth month of the eight-month dry season (October through May). The January 12-month rainfall total was above average. Hydrologic indicators have declined but many are still in the normal range. Current conditions are experiencing a weak La Niña. Ms. McBride provided information regarding rainfall, streamflow, groundwater levels, lake levels, public supply reservoirs and climate forecasts. She stated that water supply storage amounts are relatively full considering the time of year. Ms. McBride stated the near-term climate forecast indicates above-normal temperatures and below-normal precipitation. The Climate Prediction Center indicates a transition to El Niño-Southern Oscillation neutral conditions between March and May.

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

**Regulation Committee**

Board Member James Holton called the committee to order.

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

**6.2 Denials Referred to the Governing Board**

No denials were presented.

**General Counsel's Report**

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

**7.2 Affirm Governing Board Committee Actions**

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

**A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 00:52:48)**

Mr. Chris Tumminia, General Counsel, provided an update on the request for a legal opinion from the Attorney General's Office regarding quorum requirements, which were discussed during previous Board meetings. He stated the Attorney General's office sent a letter declining

to issue an opinion and indicating that it would be inappropriate to intervene after the fact since the Board action had already occurred. Mr. Tumminia stated that the Senate and Natural Resources Committee has filed a bill to define water management district quorum as a majority of the total number of seats, including vacant seats. If the bill is approved the District's policy will need to be revised. Staff will keep the Board apprised.

Mr. Tumminia gave an update regarding the District's golf course structure rehabilitation project in Citrus County. He provided background information and explained that the District terminated the construction contract and staff completed the project. In addition, the District filed a claim against the contractor's performance bond. Mr. Tumminia stated the claim has escalated to litigation. Staff will keep the Board informed of developments.

## **Committee/Liaison Reports**

### **8.1 Environmental Advisory Committee**

A written summary of the January 14 meeting was provided.

## **Executive Director's Report**

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

Mr. Brian Armstrong, Executive Director, stated the District received six hundred thousand dollars in resilient grant planning from the Department of Environmental Protection. He stated the funds will be used to analyze the level of services of District structures.

Mr. Armstrong reminded everyone of the upcoming workshop following the March Board meeting. He stated the workshop will address flooding concerns caused by the most recent hurricanes.

Mr. Armstrong stated that District has provided ninety-eight million dollars for funding requests from ad valorem collected to fund projects for communities within the District.

## **Chair's Report**

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

Chair Williamson asked if the Board had any items to be discussed at the next meeting. No items were presented.

Chair Williamson stated the next scheduled Board meeting is on Tuesday, March 25 at 9:00 a.m., in the Tampa office. A workshop is also scheduled following the meeting.

### **10.2 Employee Milestones**

A written summary was provided.

## **Adjournment**

The meeting was adjourned at 9:57 a.m.

# Governing Board Meeting

March 25, 2025

## 3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	<b>Discussion:</b> Consent Item(s) Moved to Discussion .....	50
3.2	<b>Discussion:</b> Action Item: Water Conservation Month .....	51
3.3	<b>Submit &amp; File:</b> Information Item: Budget Transfer Report .....	53

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**March 25, 2025**

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

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

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

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**March 25, 2025**

**Discussion: Action Item: Water Conservation Month: District FY24 Conservation Efforts**

*Purpose*

The presentation is provided to update the Governing Board on the District's FY2024 water conservation efforts outlined in the District's FY2024 Water Conservation Summary Report and request that the Board sign a resolution declaring April 2025 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 FY2024 Water Conservation Summary Report (provided under separate cover). The report includes conservation efforts with measurable savings throughout the District, including cost-share funding, utilities services, the Water Conservation Initiative, education and outreach, regulation and research.

During Water Conservation Month, conservation is promoted through news releases, blog and e-newsletter articles and social media posts. The District also promotes the Classroom Conservation Challenge to local educators and students. In addition, the District is providing conservation outreach 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. 25-03 declaring April 2025 as "Water Conservation Month."

Presenter:

Katherine Squitieri, Lead Communications Coordinator, Communications & Board Services Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 25-03

**PROCLAIMING APRIL 2025 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 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 2025 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 Tampa, Hillsborough County, Florida, on this 25th day of March 2025.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Michelle Williamson, Chair

Attest: \_\_\_\_\_  
Jack Bispham, Secretary

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**March 25, 2025**

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

*Purpose*

Provide the Budget Transfer Report covering all budget transfers made during the month of February 2025.

*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 2025.

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**Budget Transfer Report**  
**February 2025**

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Reason for Transfer	Transfer Amount
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category			
<b><u>Change from Original Budget Intent</u></b>					
1	Data Collection Parts and Supplies	Data Collection Equipment - Outside	Transfer of funds originally budgeted for parts and supplies for well drilling operations. The funds are no longer required as expenditures have been less than anticipated. Funds are needed to replace a 10-year-old welder used for well drilling operations that unexpectedly failed and is unable to be repaired.	\$	7,578.44
2	Data Collection Parts and Supplies	Data Collection Equipment - Outside	Transfer of funds originally budgeted for parts and supplies for well drilling operations. The funds are no longer required as expenditures have been less than anticipated. These funds are required to cover the additional cost of replacing a portable cement mixer used for well drilling operations that was approved with the FY2025 budget. Total cost is \$18,200.		2,800.00
3	General Services Maint/Repair of Buildings/Structures	General Services Capitalized - Contracted Construction	Transfer of funds originally budgeted for as-needed facilities maintenance and repair. The funds are no longer required as expenditures have been less than anticipated. Funds are needed to cover the additional cost of replacing two chiller units at the Tampa Office for a total of \$369,765.22 for equipment and labor and \$39,262.60 for 10-year service agreements. These additional funds are needed to contract with the lowest responsive, responsible bid.		3,729.82
Total Change from Original Budget Intent					<b>14,108.26</b>
<b><u>Consistent with Original Budget Intent</u></b>					
1	Water Resources Other Contractual Services	Engineering and Project Management Chemical Supplies	Funds are still needed for the original budgeted purpose for Flatford Aquifer recharge operational testing. The funds are being transferred for appropriate accounting tracking of chemicals used for Flatford Aquifer recharge operational testing, from the Water Supply section to the Design and Construction Management section for management of the project.		43,000.00
2	Engineering and Project Management Other Contractual Services	Engineering and Project Management Chemical Supplies	Funds are still needed for the original budgeted purpose for Flatford Aquifer recharge operational testing. The funds are being transferred for appropriate accounting tracking of chemicals used for Flatford Aquifer recharge operational testing.		135,000.00
3	Engineering and Project Management Consultant Services	Engineering and Project Management Consultant Services	Funds are still needed for the original budgeted purpose for the real-time flood forecasting at Flint Creek District Initiative. The Department of Environmental Protection has increased the Resilient Florida Planning grant funding for the initiative for a total of \$200,000. The funds are being transferred for appropriate accounting tracking of the funding source for the project.		100,000.00
4	General Services Maint/Repair of Buildings/Structures	General Services Capitalized - Contracted Construction	Funds are still needed for the original budgeted purpose for replacement of two chiller units at the Tampa Office. The funds are being transferred for appropriate accounting tracking of the cost of the equipment versus the cost of service agreements based on recent bids.		78,513.40
Total Consistent with Original Budget Intent					<b>356,513.40</b>
Total Amount Transferred					<b>\$ 370,621.66</b>

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

**Governing Board Meeting**  
**March 25, 2025**

**4. RESOURCE MANAGEMENT COMMITTEE**

4.1	<b>Discussion:</b> Consent Item(s) Moved to Discussion .....	55
4.2	<b>Discussion:</b> Action Item: Draft Lake Tarpon Water Improvement and Management (SWIM) Plan (W726).....	56

**RESOURCE MANAGEMENT COMMITTEE**

**March 25, 2025**

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

Presenter:

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

**RESOURCE MANAGEMENT COMMITTEE****March 25, 2025****Discussion: Action Item: Draft Lake Tarpon Surface Water Improvement and Management (SWIM) Plan (W726)***Purpose*

The purpose of this item is to request approval to submit the draft Lake Tarpon SWIM Plan for agency and stakeholder review in accordance with Section 373.453, Florida Statutes (F.S.).

*Background/History*

In 1987, the Florida Legislature established the Surface Water Improvement and Management (SWIM) Act in response to the increasing occurrence of surface waterbodies that were degraded or trending towards degradation. The Act requires the five water management districts to maintain and update a priority list of water bodies of regional or statewide significance within their boundaries and develop plans and programs for the improvement of those water bodies.

Lake Tarpon is the largest lake in Pinellas County with a surface area of approximately 2,500 acres and a watershed of approximately 37,000 acres. It was designated a SWIM Priority Waterbody following a major blue-green algae bloom in 1987 that covered 80% of the lake. This bloom was seen as an indicator of degraded water quality and fisheries conditions.

For the past 20 years, as a result of improved lake management and watershed management practices, Lake Tarpon has been considered a healthy system. The Florida Fish and Wildlife Conservation Commission consistently ranks Lake Tarpon as one of the top 10 bass fishing lakes in Florida with more than 90% of the lake consisting of desirable aquatic plant species. Given the lake's overall health, this Lake Tarpon SWIM Plan update takes a "hold the line" strategy for managing the lake.

The Lake Tarpon SWIM Plan update was presented to Technical Stakeholders, the District's Environmental Advisory Committee (EAC), as well as presented to the public through a workshop held on February 13, 2025, at the Brooker Creek Preserve. The District's EAC meetings and the public workshop are publicly noticed meetings and conform to applicable federal, state, and local sunshine/public access requirements and satisfy requirements outlined in 373.453 (3).

Pursuant to Section 373.453(3) District staff are requesting the Governing Board authorize submittal of the draft Lake Tarpon SWIM Plan to the Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Department of Agriculture & Consumer Services and appropriate local governments for their review and comment. At the end of the 45-day review period, District staff will consider the comments and incorporate them as appropriate. A final Lake Tarpon SWIM Plan will be provided at a subsequent Governing Board meeting for final approval. The draft Lake Tarpon SWIM Plan can be viewed online at:

[https://www.swfwmd.state.fl.us/sites/default/files/medias/documents/Lake%20Tarpon%20SWIM%20Plan\\_Draft%20Formatted%208-14-24.pdf](https://www.swfwmd.state.fl.us/sites/default/files/medias/documents/Lake%20Tarpon%20SWIM%20Plan_Draft%20Formatted%208-14-24.pdf)

**Staff Recommendation:**

Authorize staff to submit the draft Lake Tarpon SWIM Plan to the Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Department of Agriculture & Consumer Services and appropriate local governments in accordance with Section 373.453, F.S.

**Presenter:**

Chris Anastasiou, Ph.D., Chief Water Quality Scientist, Natural Systems & Restoration Bureau

**Governing Board Meeting**  
**March 25, 2025**

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

5.1	<b>Discussion:</b> Consent Item(s) Moved to Discussion .....	57
5.2	<b>Discussion:</b> Action Item: Memorandum of Agreement for Joint Purchase of Conservation Easement with Florida Department of Agriculture for Headwaters Ranch, SWF Parcel No. 10-200-1306C (Lake County).....	58

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

**March 25, 2025**

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

Presenter:

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

**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE****March 25, 2025**

**Discussion: Action Item: Memorandum of Agreement for Joint Purchase of Conservation Easement with Florida Department of Agriculture for Headwaters Ranch, SWF Parcel No. 10-200-1306C (Lake County)**

*Purpose*

The purpose of this item is to request Governing Board approval of the Memorandum of Agreement Between the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program and the Southwest Florida Water Management Agreement (Agreement) for the joint purchase of a conservation easement by the Florida Department of Agriculture and Consumer Services (FDACS), Rural and Family Lands Protection Program (RFLPP) and the District over approximately 993 acres within the Green Swamp Wilderness Preserve, East Tract Project, SWF Parcel No. 10-200-1306C (Headwaters Ranch), from Headwaters Ranch LLC. Exhibits 1 and 2 attached hereto are general location and site maps, respectively. The Agreement and related Conservation Easement (Easement) are also attached as Exhibits 3 and 4, respectively.

*Property Information*

The Headwaters Ranch is comprised of approximately 993 acres and consists of approximately 49 percent (49%) uplands and 51 percent (51%) wetlands. The Lake County Property Appraiser has a land value for the entire 993-acre property of \$4,912,305 reflecting a value of approximately \$4,946.93 per gross acre.

The Headwaters Ranch is located on the west side of SR 33 and along the north side of the Lake-Polk County line in southern Lake County. The property has roughly one mile of frontage on SR 33 and roughly 3.5 miles of frontage along the Withlacoochee River, which travels through the southern portion of the property. The property consists of mostly freshwater hardwoods within the vicinity of the river. The remaining areas include improved pasture, as well as native pine flatwoods. The subject is zoned Agriculture with a Green Swamp Core Future Land Use designation. The property has been utilized for cattle grazing, silviculture, and recreational use and has been owned by Headwaters Ranch, LLC since 2021. The property lies entirely within the Green Swamp Area of Critical State Concern.

The property is outside of the municipal service area and public water and sewer service are not available. Electric, well, and septic services are available. Based on FEMA mapping, the appraisers reported that the property is located in Zone A, with no base flood elevations determined and Zone X, which is outside the 500-year flood plain.

*Connectivity*

The Headwaters Ranch contains approximately 3.5 miles of frontage on the Withlacoochee River. The Withlacoochee River originates in the Green Swamp and flows north approximately 141 miles and into the Gulf of America.

*Appraisals*

The RFLPP has followed the District's acquisition requirements. In accordance with District Policy and Section 373.139, Florida Statutes, for property that is estimated to have a value greater than \$1,000,000,

two appraisals were obtained. The reports were prepared by Tod Marr MAI and Riley K. Jones MAI. The reports have a date of valuation of September 18, 2024, and January 30, 2025. A third-party independent review was conducted by Thomas G. Richards MAI and determined that the appraisals met the necessary legal requirements and contain enough factual data to support the value conclusion.

*Highest and Best Use* – The highest and best use for the Headwaters Ranch, as determined by the appraisers based on the physically possible, legally permissible, and financially feasible uses would be for agriculture and recreation with a limited potential for future residential development.

#### *Valuation*

The appraisers applied the Sales Comparison Approach (Market Approach) to determine the value of the Headwaters Ranch. The appraisers relied on recent sales of comparable property in Citrus, Hardee, Lake, Marion, and Polk counties. A total of seven (7) comparable fee simple sale transactions, occurring between February 2023 and August 2024, and five (5) comparable Less- than-fee transactions, occurring between March 2021 and June 2024, were identified between the two reports. The comparable fee simple sales identified in the appraisals ranged in size from 242.53 to 1,684.00 gross acres and are comprised of a mix of both uplands and wetlands. The comparable less-than-fee sales identified in the appraisals ranged in size from 429.80 gross acres to 1,208.64 gross acres and are comprised of a mix of both uplands and wetlands.

The comparable sales were chosen to reflect the full range of value based on their physical characteristics and highest and best use. The appraisers developed a value by applying quantitative and qualitative adjustments to the comparable sales considering the differences in physical characteristics including wetlands, location, size, land use and zoning entitlements. The appraisers' value estimates are based on the current market for similar parcels and the subject's gross acreage. The following are the comparable fee simple sales from both of the respective appraisal reports. The indications from the comparable sales are summarized as follows:

#### COMPARABLE FEE SALES

Comparable Sales	Sale Date	County	Gross Acres	Gross Acre Value
Fee Sale #1	02/2023	Hardee	784.80	\$9,800
Fee Sale #2	03/2023	Lake	906.08	\$7,726
Fee Sale #3	04/2023	Polk	513.03	\$9,476
Fee Sale #4	07/2023	Lake	242.53	\$11,957
Fee Sale #5	10/2023	Citrus	354.59	\$9,871
Fee Sale #6	01/2024	Hardee	1,684.00	\$6,057
Fee Sale #7	08/2024	Marion	1,084.00	\$7,380

#### APPRAISAL FEE VALUE

	Gross Acres	Fee Value	Value Per Gross Acre
Tod Marr	933.07	\$8,640,000	\$9,260
Riley Jones	933.07	\$9,200,000	\$9,860

#### *Conservation Easement*

The proposed conservation easement terms will limit future development and protect the existing natural features. The appraisers researched the market activity involving governmental purchases of conservation easements and private sales of encumbered property. The appraisers relied on recent

transactions of encumbered sales in Highlands, Lake, and Polk counties. A total of five (5) comparable sales of encumbered property, occurring between March 2021 and June 2024, were utilized in the appraisal reports:

#### COMPARABLE ENCUMBERED SALES

Comparable Sales	Sale Date	County	Gross Acres	Gross Acre Value
CE Sale #1	03/2021	Lake	429.80	\$3,781
CE Sale #2	07/2021	Lake	825.27	\$3,599
CE Sale #3	01/2023	Highlands	1,069.20	\$2,712
CE Sale #4	05/2023	Polk	827.11	\$5,451
CE Sale #5	06/2024	Polk	1,208.64	\$3,997

#### APPRAISAL ENCUMBERED VALUE

	Gross Acres	Encumbered Value	Value Per Gross Acre
Tod Marr	933.07	\$3,180,000	\$3,408
Riley Jones	933.07	\$3,200,000	\$3,429

The appraisers considered the value of the interest to be acquired and the location of the property subject to its physical conditions and the zoning/land use designation at the time of valuation. The value of the conservation easement interest to be acquired is the difference between the value determined for the fee simple interest and the value as encumbered. The appraisers' conclusions based on the fee and encumbered interests are summarized as follows:

#### CE ACQUISITION SUMMARY

	Gross Acres	CE Value	Value Per Gross Acre
Tod Marr	933.07	\$5,460,000	\$5,851
Riley Jones	933.07	\$6,000,000	\$6,430

#### *Analysis and Recommendation*

The prices of the comparable transactions were influenced by their locations and other physical attributes including uplands. Between the two appraisals there are seven (7) different comparable fee simple and five (5) conservation easement indications. The comparable fee sales utilized in the appraisals provided a range of indications from \$6,057 to \$11,957 per gross acre. The comparable conservation easement sales utilized in the appraisals provided a range of indications from \$2,999 to \$4,134 per gross acre.

The appraisers' valuation of the property based on both its fee simple and as encumbered value occurred after review, comparison, and adjustment of the data. Based on the information it was determined that the rights to be acquired through the proposed easement would cost from \$5,851 to \$6,430 per gross acre.

#### *Negotiated Transaction*

The following is a summary of the terms negotiated between the District, FDACS RFLPP, and Headwaters Ranch LLC, the Memorandum of Agreement is attached as Exhibit 3. The Board of Trustees (BOT) approved the purchase at the March 5th, 2025 Cabinet meeting.

- Less-than-Fee title to the property will be held by FDACS RFLPP and BOT. The Easement is attached as Exhibit.
- The expense of the title commitment, title insurance, environmental site assessment, baseline inventory, survey and appraisals will be paid for by FDACS RFLPP.
- The purchase is based on the offer presented by FDACS RFLPP to the seller of \$6,430 per acre for 933.07 acres, with a total purchase price of \$6,000,000, which is 100 percent (100%) of the high appraised value. The price may be adjusted on receipt and review of the final certified acreage of the surveys.
- The District will contribute \$3,429 per acre for 933.07 acres. The price may be adjusted on receipt and review of the final certified acreage of the surveys.
- The District will have third party enforcement rights over the easement.
- The completion of a boundary survey acceptable to FDACS RFLPP and District, the cost of which will be paid for by FDACS RFLPP.
- The Seller will be responsible for payment of all recording fees including documentary stamps.
- Closing is subject to acceptable title.
- Closing is subject to an acceptable environmental site assessment.

#### *Management/Maintenance Costs*

FDACS RFLPP will be responsible for monitoring the easement. The District will have third party enforcement rights.

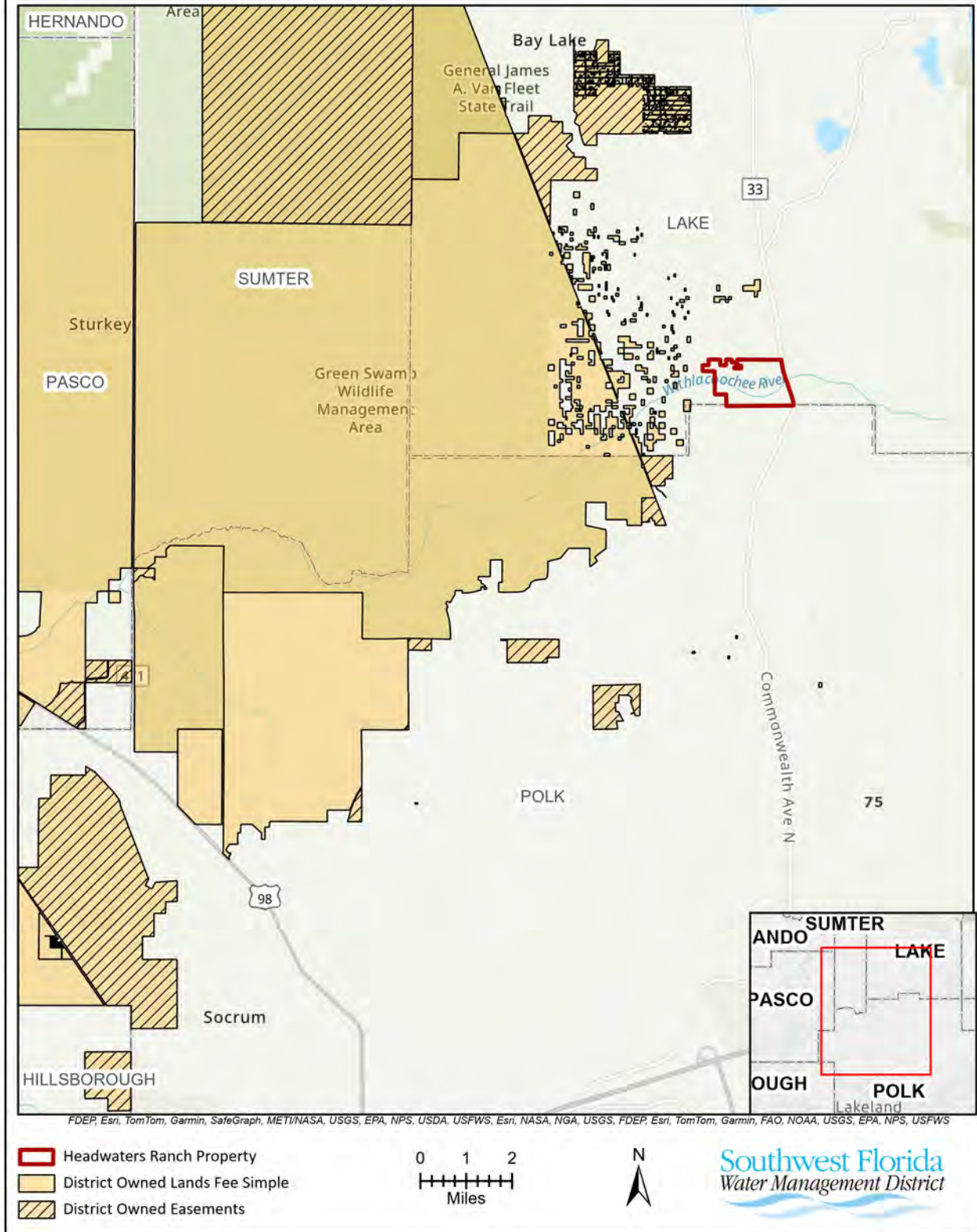
#### Staff Recommendation:

- Accept the appraisals;
- Approve the Memorandum of Agreement and authorize the Chair or designee to sign on the behalf of the District;
- Designate SWF Parcel No. 10-200-1306C as having been acquired for conservation purposes;
- Authorize staff to make minor changes or corrections to conform documents or correct errors; any substantive changes will be subject to Governing Board review and approval;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms; and
- Approval to encumber and roll the funds for payment in the following year, in the event the closing does not occur before the end of the current fiscal year.

#### Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1- Location Map  
Headwaters Ranch  
SWF Parcel No. 10-200-1306C



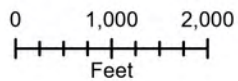
This document complies with WCAG 2.1 AA Standards

Exhibit 2- Site Map  
Headwaters Ranch  
SWF Parcel No. 10-200-1306C



Southwest Florida Water Management District, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

- Headwaters Ranch Property
- District Owned Lands Fee Simple



**Southwest Florida**  
Water Management District

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,**  
**RURAL AND FAMILY LANDS PROTECTION PROGRAM**  
**AND**  
**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

THIS MEMORANDUM OF AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, RURAL AND FAMILY LANDS PROTECTION PROGRAM**, (RFLPP), which acts as agent for acquisitions by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Trustees), and **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, political public corporation of the State of Florida, (hereinafter the “**District**”) having a mailing address of 2379 Broad Street, Brooksville, Florida 34604 (District), collectively referred to herein as the Parties. Wherever used herein the terms "RFLPP" and "District" include their legal representatives, assigns, and successors.

**RECITALS**

A. The RFLPP and the District are authorized to enter into acquisition agreements to cooperatively and efficiently use their various powers to provide a mutually beneficial public purpose that will advance the health, education, safety, and general welfare of the citizens of the state of Florida.

B. The RFLPP and the District, in recognition of their mutual conservation efforts and responsibilities to the public, desire to enter into this Memorandum of Agreement (Agreement) to facilitate the acquisition of certain rights over the parcels described in Exhibit A. Collectively, the parcels comprise the Headwaters Ranch (Property).

C. The District is responsible for administering the Florida Forever (hereinafter “**Florida Forever**”) program established to acquire interest in lands necessary to meet the District’s areas of responsibility of water supply, water quality, flood protection, and natural systems pursuant to Chapter 373 Florida Statutes.

D. The RFLPP has determined the Property is eligible for funding as a perpetual rural lands protection easement (Easement) as a project approved by the Board of Trustees of the Internal Improvement Trust Fund due to its significant agricultural attributes.

E. The Parties have agreed to each pay a share of the purchase price related to the Property.

F. The Property is environmentally significant, provides for ongoing agricultural operations, and will further the conservation goals of the District and the RFLPP.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals and the Exhibits attached hereto are true and correct and are incorporated herein by reference for all purposes and expressly made a part of this Agreement.

2. The Parties shall cooperatively negotiate the acquisition of Easement over the parcels described in Exhibit A. The Parties may agree to amend Exhibit B to this Agreement to change the boundaries of the Parcels to approximate an even division of the overall value of the Property. Working cooperatively with the District staff, the RFLPP will be the lead agency in pursuing the acquisition of the Easement over the Property, including but not limited to negotiations, obtaining appraisals, title work and reports, and preparation of closing documents and post-closing matters.

3. Pre-acquisition. The RFLPP shall be responsible for providing an appraisal map or survey suitable for use in preparing appraisals in compliance with the procedures and requirements set forth in section 570.715, Florida Statutes and rule chapter 5I-7, Florida Administrative Code (F.A.C.). The RFLPP shall provide a copy of all appraisals to the District during the negotiation process. The RFLPP will be responsible for up to 100% of all pre-acquisition costs.

4. The Parties agree that RFLPP will take the lead in negotiating for the acquisition of the Easement. The Parties agree to provide any documentation requested by the other party. The contract to acquire the Property will be on RFLPP forms with any changes mutually agreed to by District and the RFLPP. The contract will name the Trustees as purchaser for the Parcel, which is equal to 100% of the value of the Property, and the District will be named as a third-party enforcer of the easement in the easement document.

5. The purchase price to be paid will be based on appraisals per Section 570.715, Florida Statutes and rules 5I-7.009 and 5I-7.013, F.A.C., based on an estimated acreage and shall be apportioned as follows, where the maximum is:

RFLPP -	An amount not to exceed \$2,800,000*
---------	--------------------------------------

District -	An amount not to exceed \$3,200,000*
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\*The final amounts may be adjusted based on receipt and review of the final certified acreage of the surveys.

6. The Trustees' share, and District's share of the purchase price shall be 100% of the purchase price of the Easement for the whole project. For purposes of this Agreement, "closing costs" shall be limited to actual cost of the survey, if not obtained and paid for by the RFLPP, environmental audit, title insurance, recording costs, and any other costs as agreed upon by the Parties. The purchase price agreed to be paid to the landowners shall not exceed the maximum value of an easement as determined in accordance with rule 5I-7.009, F.A.C. In the event District's share of the purchase price as described above exceeds District's available funds, it is understood and agreed that this Agreement shall terminate and the RFLPP may elect to acquire the Property on behalf of the Trustees without the participation of District. District may acquire the Property

without the participation of the RFLPP if the RFLPP has insufficient funds to complete the purchase of the Property. The Parties agree that RFLPP will obtain title and closing services for the closing of the Easement covered under this Agreement.

7. The RFLPP's and the District's obligations to fund their specified portions of the purchase price and closing costs for the Property are contingent upon the approval of these purchases by the Trustees and the District; the RFLPP's and the District's review and approval of the title insurance to be provided by the RFLPP, environmental site assessment, survey, and closing documents; and any other matters affecting closing, at the reasonable discretion of the RFLPP's and the District's legal counsel, and is further contingent upon the availability of funding from sources acceptable to the RFLPP and the District. Payment by each party of its share of funds to the closing agent for closing shall evidence approval of all such matters prior to closing. Any duty of the Parties to perform under the provisions of this Agreement is contingent on an annual appropriation therefor by the Florida Legislature or the District, as applicable.

8. In accordance with the provisions of section 570.715(5), Florida Statutes and rules 5I-7.009 and 5I-7.013, F.A.C., the District, on its behalf and on behalf of its employees and agents, shall maintain the confidentiality of all appraisal reports and information, and must obtain the consent of the Department prior to disclosing the information to any other person, until such time as they become a public record. The Parties understand that all documents, letters, maps, and all other materials, including appraisal reports and information (Records) specifically related to the acquisition of the Easement will become a public record as defined in Chapter 119, Florida Statutes and in accordance with section 570.715(5), Florida Statutes. to deliver to the Department all negotiation files after negotiations with the owner have terminated.

9. Landowners will assume primary management responsibility for the Property in accordance with the terms of the Easement. The RFLPP will assume the primary monitoring and enforcement responsibilities under the terms of the Easement. The Easement shall contain a provision giving the District the right to third-party enforcement of the Easement terms.

10. Title to the Easement shall be held solely in the name of the Board of Trustees of the Internal Improvement Trust Fund The Easement(s) will contain the same terms and conditions.

11. This Agreement constitutes the entire agreement of the Parties. There are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed, or amended, except by a writing signed by the Parties hereto.

12. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed or interpreted as a waiver of any right, privilege, or immunity, whether in contract or tort, that the RFLPP or the District may enjoy under the doctrine

of sovereign immunity, or the limitations of liability set forth in Section 768.28, Florida Statutes, and any amendments thereto.

13. This Agreement shall be construed and interpreted according to the laws of the state of Florida.

14. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the District or the RFLPP has executed the same, and that date shall be inserted at the top of the first page hereof.

15. This Agreement will expire one year from the date of execution or upon closing of the purchase transaction contemplated herein, whichever is sooner.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to become effective as of the date the last party executes the Agreement, and that date shall be entered above.

Department of Agriculture and Consumer Services  
Rural and Family Lands Protection Program

By \_\_\_\_\_  
Joey Hicks, Director  
Division of Administration

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

ATTEST:

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

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

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

Date Signed by Chair: \_\_\_\_\_

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
Attorney's Office

## EXHIBIT "A"

EAST 1/2 OF NE 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 25 EAST, LESS ROAD RIGHT OF WAY OF STATE ROAD 33 AND STATE ROAD 474,  
AND  
NORTH 1/2 OF SW 1/4 OF SW 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 25 EAST,  
AND  
THAT PORTION OF THE SW 1/4 OF NW 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 25 EAST, LYING WEST OF STATE ROAD 33, LYING AND BEING IN LAKE COUNTY, FLORIDA.  
AND  
ALL THAT PART OF THE N 1/2 OF SW 1/4 AND S 1/2 OF S 1/2 OF SW 1/4 OF SECTION 28 LYING WEST OF STATE ROAD 33.  
THE S 1/2; SW 1/4 OF NE 1/4; THE S 1/2 OF NW 1/4; S 1/2 OF NW 1/4 OF NW 1/4; S 1/2 OF NE 1/4 OF NW 1/4 OF NW 1/4; THE N 1/2 OF NW 1/4 OF NW 1/4 OF NW 1/4; THE S 3/4 OF NE 1/4 OF NW 1/4, AND N 1/2 OF NW 1/4 OF NE 1/4 OF NW 1/4 LYING IN SECTION 29.  
THE SE 1/4 OF SE 1/4; THE N 1/2 OF SE 1/4; THE S 1/2 OF NE 1/4; THE S 3/4 OF NE 1/4 OF NE 1/4; THE N 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4; THE S 1/2 OF NW 1/4 OF NE 1/4; THE NW 1/4 OF NW 1/4 OF NE 1/4; THE NE 1/4 OF NE 1/4 OF NW 1/4 AND S 1/2 OF NE 1/4 OF NW 1/4 LYING IN SECTION 30.  
ALL LYING IN TOWNSHIP 24 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.  
LESS AND EXCEPT ANY PORTION LYING WITHIN PUBLIC RIGHTS OF WAY, AS ESTABLISHED AND IN USE.  
ALSO LESS AND EXCEPT THAT PORTION DREDED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UNDER QUIT CLAIM DEED RECORDED IN O.R. BOOK 1151, PAGE 2092, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED THEREIN AS FOLLOWS:  
THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4, LYING WEST OF STATE ROAD 33 AND THAT PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING EAST OF STATE ROAD 33 IN SECTION 28, TOWNSHIP 24 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 28, ALSO BEING THE COUNTY LINE BETWEEN POLK AND LAKE COUNTIES, NORTH 89°40'04" EAST, 1,073.46 FEET FOR A POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,789.79 FEET, A CENTRAL ANGLE OF 17°29'39", AN ARC LENGTH OF 851.81 FEET, THE CHORD FOR WHICH BEARS NORTH 09°41'10" WEST TO THE END OF SAID CURVE; THENCE NORTH 18°26'00" WEST, 318.67 FEET; THENCE NORTH 71°34'00" EAST, 125.00 FEET; THENCE SOUTH 18°26'00" EAST, 318.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,914.79 FEET, A CENTRAL ANGLE OF 04°25'42", AN ARC LENGTH OF 225.28 FEET, THE CHORD FOR WHICH BEARS SOUTH 16°13'09" EAST TO THE END OF SAID CURVE; THENCE SOUTH 89°38'02" WEST, 51.48 FEET TO THE SURVEY LINE OF STATE ROAD 33 (PER 1607 - PROJECT 961) AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG SAID SURVEY LINE THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,864.79 FEET, A CENTRAL ANGLE OF 13°19'28", AN ARC LENGTH OF 666.22 FEET, THE CHORD FOR WHICH BEARS SOUTH 07°35'08" EAST TO SAID SOUTH BOUNDARY OF SECTION 28 AND THE END OF SAID CURVE; THENCE SOUTH 89°40'04" WEST, 75.00 FEET ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING.  
AND INCLUDING THAT PORTION CONVEYED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO KUTER, S.A., UNDER QUIT CLAIM DEED RECORDED IN O.R. BOOK 1151, PAGE 2100, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED THEREIN AS FOLLOWS:  
THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4, LYING WEST AND THAT PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING EAST OF THE FOLLOWING DESCRIBED LANDS IN SECTION 28, TOWNSHIP 24 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA:  
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 28, ALSO BEING THE COUNTY LINE BETWEEN POLK AND LAKE COUNTIES, NORTH 89°40'04" EAST, 1,073.46 FEET FOR A POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,789.79 FEET, A CENTRAL ANGLE OF 17°29'39", AN ARC LENGTH OF 851.81 FEET, THE CHORD FOR WHICH BEARS NORTH 09°41'10" WEST TO THE END OF SAID CURVE; THENCE NORTH 18°26'00" WEST, 318.67 FEET; THENCE NORTH 71°34'00" EAST, 125.00 FEET; THENCE SOUTH 18°26'00" EAST, 318.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,914.79 FEET, A CENTRAL ANGLE OF 04°25'42", AN ARC LENGTH OF 225.28 FEET, THE CHORD FOR WHICH BEARS SOUTH 16°13'09" EAST TO THE END OF SAID CURVE; THENCE SOUTH 89°38'02" WEST, 51.48 FEET TO THE SURVEY LINE OF STATE ROAD 33 (PER 1607-PROJECT 961) AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWESTERLY; THENCE ALONG SAID SURVEY LINE THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,864.79 FEET, A CENTRAL ANGLE OF 13°19'28", AN ARC LENGTH OF 666.22 FEET, THE CHORD FOR WHICH BEARS SOUTH 07°35'08" EAST TO SAID SOUTH BOUNDARY OF SECTION 28 AND THE END OF SAID CURVE; THENCE SOUTH 89°40'04" WEST, 75.00 FEET ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING.

**EXHIBIT "A"**  
**(cont.)**

The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying in Section 29, Township 24, Range 25, Public Records of Lake County, Florida.

The North 1/2 of the Northwest 1/4 of the Northeast 1/4 lying in Section 29, Township 24, Range 25, Public Records of Lake County, Florida.

The Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 lying in Section 29, Township 24, Range 25, Public Records of Lake County, Florida.

The Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 lying in Section 29, Township 24, Range 25, Public Records of Lake County, Florida.

The South 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 24 East, Lake County, Florida.

The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 24 East, Lake County, Florida.

The West 1/2 of the West 1/2 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 32, Township 24 South, Range 25 East, subject to an easement for ingress, egress and utilities over and across the West 30 feet and the North 40 feet thereof. a/k/a Lot 65 Block 3, Polk County, Florida. Less mineral rights.

The East 1/2 of the West 1/2 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 32, Township 24 South, Range 25 East, subject to an easement for ingress, egress and utilities over and across the North 40 feet thereof. a/k/a lot 66 Block 3 Polk County, Florida. Less mineral rights.

**E1/2 of W1/2 of N1/2 of NW1/4 of NW 1/4 of NE1/4 Less mineral Rights Being BLK 5 Lot 130 of unrecorded subdivision, Section 32, Township 24 South, Range 25 East, Polk County, Florida.**

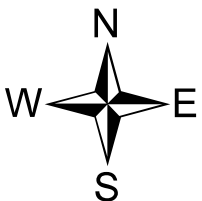
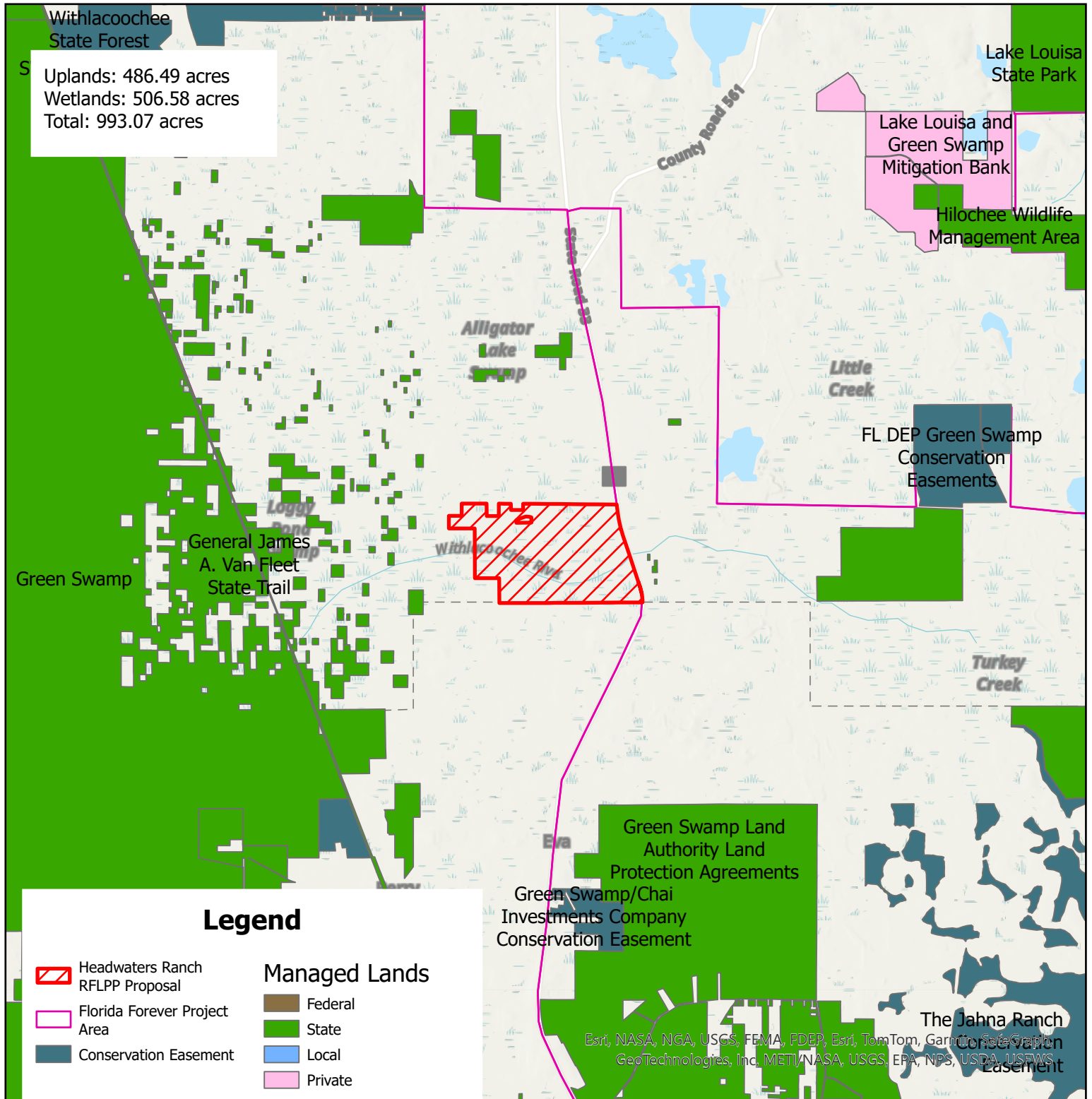


# Exhibit "B"

## Rural and Family Lands Protection Program

### Headwaters Ranch

### Lake County, Florida



0 1 2 4 Miles

This map is a product of the Rural and Family Lands Protection Program and is for illustrative purposes only. This is not a survey.

This instrument prepared by and returned to:  
Rural and Family Lands Protection Program  
c/o Amy Phillips  
315 South Calhoun Street, Suite 500  
Tallahassee, Florida 32301-1843

Project Name: Headwaters Ranch  
County: Lake

## DEED OF RURAL LANDS PROTECTION EASEMENT

**THIS DEED OF RURAL LANDS PROTECTION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 202\_, by HEADWATERS RANCH, LLC, a Florida limited liability company, whose address is P.O. BOX 541, Lutz, Florida 34714 ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("Grantee").

*The terms "Grantor" and "Grantee" shall include the singular and the plural, and the heirs, successors and assigns of Grantor and Grantee, and the provisions of this Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their heirs, successors, and assigns.*

## NOTICES

All notices required to be given pursuant to this Deed of Rural Lands Protection Easement shall be sent to the parties at the following addresses.

Grantor's Address: Debra Daniel, Headwaters Ranch, LLC, P.O. Box 541, Lutz, Florida 34714

Grantee's Address: Florida Department of Agriculture and Consumer Services,  
315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843.  
Attention: Program Director, Rural and Family Lands Protection Program.

Copy to: Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34604. Attention: Program Director, Land Resources Bureau.

## RECITALS

A. Grantor is the sole owner in fee simple of certain real property described in Exhibit “A” attached hereto ("Property"), which is the subject of the terms of this Deed of Rural Lands Protection Easement (“Easement”).

B. This Easement is acquired under the Rural and Family Lands Protection Program administered by the Florida Department of Agriculture and Consumer Services (“FDACS”). The goal of this program is to protect the integrity, economic viability, and function of working landscapes, ensure opportunities for sustainable agricultural activities on working lands, and to promote the conservation, restoration, and enhancement of species habitat and natural areas consistent with sustainable agricultural activities and the purposes for which this Easement is acquired.

C. The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become greatly more economically valuable than uses allowed by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Easement has been considered by Grantor in granting this Easement and by Grantee in accepting it.

D. Grantor and the Grantee mutually recognize the special character of the Property as a working landscape that has traditionally been used for agriculture, as that term is defined in Section 570.02(1), Florida Statutes, and have the common purpose of conserving certain values and character of the Property by conveyance to the Grantee of a perpetual Easement on, under, over, and across the Property, to conserve the character of the Property, continue certain land use patterns that are consistent with the purposes of this Easement, and prohibit certain further development activities on the Property.

E. The existing agricultural uses and ecological values of the Property are documented in the Baseline Documentation Report (“BDR”) for the Property signed by Grantor and Grantee and dated \_\_\_\_\_. The BDR consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The BDR is maintained in the offices of the FDACS and is incorporated in this Easement by this reference. A copy of the BDR is available from the FDACS upon request.

F. Significant Natural Area (“SNA”). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of protection due to the presence of the following: 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for

rare species of plants or animals; or 3) significant geological features or historic sites. Designation of an SNA accords an extra level of protection, ensuring that the natural or cultural features within the SNA will continue to be managed appropriately and, in a manner, ensuring the continued protection of the resources. While the designation of these areas as SNAs in the BDR is intended to set them aside for conservation, management activities in an SNA may include activities commensurate with the management of conservation lands to include such activities as prescribed burning, removal of invasive species and native species restoration, and maintenance of existing agricultural structures, primarily roads, fences, drainage improvements, and boundary signs. In addition, Grantor may continue livestock grazing in an SNA, as long as Grantor's management of such grazing activity protects the quality and integrity of the SNA. Other activities that may be undertaken in SNAs are scientific research, environmental education, and activities related to ecosystem services market programs, at Grantor's sole discretion. The SNAs are identified on the map in Exhibit "B" attached hereto.

G. Grantee is an agency authorized under the terms of Sections 570.71, Florida Statutes, to hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands and watersheds, and perpetuation of open space on lands with SNAs.

H. Conservation Purpose. The definition of "conservation purpose" contained in 26 U.S.C. 170(h)(4), includes the preservation of open space, including farmland and forest land, where such preservation is pursuant to a clearly delineated state conservation policy and will yield a significant public benefit. The Rural and Family Lands Protection Program, is a state conservation policy, delineated in Chapter 570, Florida Statutes established to promotion and improvement of wildlife habitat, protection and enhance water bodies, aquifer recharge areas, wetlands, and watersheds, perpetuate open space on lands with significant natural areas, and protect agricultural lands threatened by conversion to other uses. Grantor and the Grantee have the common purpose of conserving open space by conveyance to the Grantee of this easement and expect this easement will yield a significant public benefit consistent with the enumerated purposes of the Rural and Family Lands Protection Program.

I. The parties agree to honor the purposes for which this Easement is acquired and to preserve and protect in perpetuity the values of the Property for the benefit of this generation and the generations to come.

J. Grantor and Grantee agree that the agricultural and conservation values of the Property are compatible with the objectives of the Southwest Florida Water Management District's (SWFWMD) land conservation program.

K. Grantor intends that SWFWMD be vested with the authority to enforce this Easement

NOW, THEREFORE, to achieve these purposes, and in consideration of \$10.00 and other good and valuable consideration, including the recitals above, and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular Section 570.71, Florida Statutes, but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee this Easement in perpetuity over the Property of the nature and character hereinafter set forth, and the parties intending to be bound hereby agree as follows:

### **ARTICLE I. RECITALS**

The Recitals set forth above are true and correct and incorporated herein by reference.

### **ARTICLE II. DURATION OF EASEMENT**

This grant of Easement over the Property shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, guests, and licensees.

### **ARTICLE III. PURPOSE OF EASEMENT**

It is the purpose of this Easement to (i) effect the Rural and Family Lands Protection Program ("RFLPP") pursuant to Florida Statutes; (ii) assure that the Property will be retained forever in its condition as a working landscape; (iii) preserve the Property as productive agricultural land that sustains for the long term both the economic and ecological values of the Property and its environs; and (iv) provide a relatively natural habitat for fish, wildlife, plants, or similar ecosystems, through management guided by the following principles:

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.
- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.
- Promotion of the restoration, enhancement, or management of species habitat.

- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.

The above purposes (i.e., clauses (i) through (iv), inclusive of the bulleted principles) are hereinafter referred to as the “Easement Purposes.” Grantor agrees that this Easement will confine the use of the Property to such activities as are consistent with the Easement Purposes, and Grantor agrees to manage the Property in a manner consistent with the Easement Purposes.

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

To accomplish the Easement Purposes the following rights are conveyed to Grantee by this Easement:

A. The right to enforce protection of the Easement Purposes of the Property for which this Easement was acquired.

B. All future residential, commercial, and industrial rights, together with all development rights incidental thereto, that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

C. The right to enter upon the Property on an annual basis, and more often if Grantee determines that such entry is warranted, at reasonable times in order to inspect and monitor compliance with and otherwise enforce the terms of this Easement (“Inspections”); provided that such entry shall be upon prior reasonable notice to Grantor, which, except in the event of an emergency or enforcement requiring immediate access as determined by Grantee, is defined as seven (7) days advance notice. Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property.

D. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit "C". The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and Grantee; however, nothing in this section prohibits the Grantor and the Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be provided to the Grantor and a copy will be retained by the Grantee for a minimum of five (5) years. Upon a finding of noncompliance, a corrective action plan may be developed, which may be a notation in the comments section on the monitoring form regarding completion of certain actions or cessation of actions in order to attain compliance or the plan may be a more detailed plan developed separately to set expectations and deadlines for completion of remedial measures. In either case, the Grantee will work with the Grantor to negotiate a reasonable schedule, but all remedial measures shall be completed at Grantor's expense.

E. The right to prevent any activity on or use of the Property that is inconsistent with the Easement Purposes or terms of this Easement and to require the restoration of or to restore, in accordance with law, such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.

F. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.

G. A right to prior notice of Grantor's intent to sell or transfer title as provided in Article IX, Paragraph G. This right of notice shall be triggered by sales or transfers of title by Grantor, including gifts and bequests as well as transfers to entities in which Grantor owns, directly or indirectly, a majority of the controlling interests.

H. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim arising out of or related to any negligent or willful act or omission of the Grantor, Grantor's agents, guests, lessees, licensees, invitees, or any others on the Property with the express or implicit permission of Grantor.

I. The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known, or should have been known, to the Grantor.

J. The right to have the Property maintained in accordance with the terms of this

Easement, understanding that the Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor's Reserved Rights, and the Rights Granted to the Grantee, as described in this Easement.

K. The right to cut and remove timber in Grantee's sole discretion, if Grantor, within 60 days after written notice from Grantee, fails to cut and remove said timber damaged by natural disaster, fire, infestation, or the like. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

## **ARTICLE V. PROHIBITED USES**

The Property shall be maintained to preserve the Easement Purposes. Without limiting the generality of the foregoing, Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted on the Property, except for those rights and practices reserved by grantor in this Easement:

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the governmental water management district applicable to or having jurisdiction over the Property ("Water Management District"), now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as "Contaminants") on the Property, now or at any time hereafter in effect. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices ("BMPs") adopted by FDACS or its successor agency, as amended from time to time.

B. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat,

except those required for environmental restoration, federal, state or local regulatory programs, or BMPs, including but not limited to, mining, excavation of surface or subsurface materials, the exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, by an individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control, unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, conduct seismic or other non-invasive testing, drill for and extract oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, subject to legally required permits and regulations. As reasonably necessary, Grantor may combat erosion or flooding or conduct other allowed activities using material from existing excavation sites identified in the BDR.

C. Planting of nuisance, exotic or non-native plants as listed by the Exotic Pest Plant Council or the University of Florida's Institute of Food and Agricultural Sciences, or their successors, except for plants approved by Grantee and needed to support agricultural activities allowed hereunder. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics, or non-native wild plants, on the Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the Grantee.

D. Concentrated animal feeding operation not in compliance with applicable federal and state laws, rules, and regulations, as amended.

E. New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on or above the ground of the Property except as may be necessary by Grantor for maintenance or to serve the permitted uses of the Property that are consistent with the Easement Purposes or during emergency situations or as may otherwise be specifically provided for in this Easement. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Easement Purposes.

F. Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under this Easement, and except for linear facilities described in section 704.06(11), Florida Statutes. Provided, however, Grantee (i) may erect and maintain signs designating the Property as land under the protection of Grantee, and (ii) shall be entitled to recover from Grantor, and Grantor's personal representatives, heirs, successors, and assigns reasonable compensation based on diminution in value of Grantee's interest for the construction and operation of any public or private linear facilities and related access and appurtenances, as described in section 704.06(11), Florida Statutes.

G. Fertilizer use, including sludge or sludge products, for agriculture activities not in accordance with agricultural BMPs recommended by the United States Department of Agriculture Natural Resources Conservation Service ("NRCS") or FDACS, whichever is more stringent, as those BMPs may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes or karst features that are connected to spring conduits, except as provided in the applicable BMPs.

H. Actions or activities that may reasonably be expected to adversely affect state or federally listed threatened or endangered species.

I. Any subdivision of the Property that is inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended, except as expressly allowed under this easement.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

L. Mitigation banks not authorized under and in compliance with Florida Statutes and Administrative Rules, as amended, or the rules of applicable federal mitigation bank programs.

M. Construction or improvements in any SNA or conversion of any SNA, except temporary structures (defined hereinafter) for hunting allowed in Article VI, Paragraph M. Temporary structures are defined as those structures that are able to be readily removed. Any use of the Property which would impair, adversely impact, or destroy an SNA, including a change to more intensive agricultural practices, is also prohibited.

N. Conversion of forested areas within the SNAs as shown in the BDR to non-forested areas.

## ARTICLE VI. GRANTOR'S RESERVED RIGHTS

Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, the following specified rights ("Reserved Rights"), which are deemed to be consistent with the Easement Purposes. The exercise of the Reserved Rights is subject to the prohibitions in Article V and must be in full accordance with all applicable BMPs and local, state and federal law, as amended from time to time, as well as in accordance with the Easement Purposes.

A. Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title in the Property, subject to this Easement. Further, Grantor retains and reserves all rights of, in, and to the Property not conveyed to Grantee under Article IV or prohibited by Article V.

B. Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated an SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations.

C. The right to conduct silvicultural operations on the Property provided, however, that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods consistent with the perpetual protection of the SNAs.

D. The right to conduct prescribed burning and mechanical brush management on the Property; provided, however Grantor shall obtain and comply with a prescribed fire authorization from the Florida Forest Service of FDACS or its successor agency.

E. The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior and subordinate to this Easement.

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

G. The right to continue to use, maintain, repair, and reconstruct existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches,

culverts and such other facilities on the Property as depicted in the BDR. Expanding existing cow pens as necessary to conduct normal cattle operations on the Property shall be allowed, except when located in an SNA. Grantor must obtain the advanced written approval of grantee to expand existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property.

H. The right to sell, devise or otherwise transfer ownership of fee title to the Property to a third party. No easements, rights-of-way, restrictions, or less than fee simple interests in the Property shall be granted or conveyed after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the Grantee and recorded in the public records of the county(ies) in which the Property is located. The Grantee may give such approval if it determines, in its sole discretion, that such encumbrance would be consistent with the Easement Purposes.

I. The right to exclusive use of the improvements on the Property.

J. The right to obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the Water Management District or any governmental agency having jurisdiction over those activities.

K. The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences.

L. The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with this Easement.

M. The right to observe, maintain, photograph, introduce and stock native fish or wildlife on the Property, and to use the Property for hiking and horseback riding and other activities that are low impact and minimally disruptive to the natural environment, as well as to use the Property for agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended, for agritourism that is both related to the agricultural uses reserved in this Easement and consistent with the terms of this Easement. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, including the right to locate, construct, and maintain hunting blinds, tree stands, wildlife food plots, and feeders on the Property that are temporary and readily removable. Grantor may lease and sell privileges of such rights.

N. The right to install connections to normal utility systems, such as electric, cable, water, sewer, communication, and telephone that are consistent with the Easement Purposes and incidental to serve the allowed uses of the Property. If a connection to a sewer system is not available, this right shall include the right to install a septic system provided it is not located in an SNA. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms are prohibited, unless approved by Grantee pursuant to Article VI, Paragraph H. Existing utilities may be replaced or repaired at their current location.

O. Grantor reserves the right to subdivide the Property into not more than three (3) individual parcels of not less than 300 acres each. Grantor shall provide legal descriptions for the three (3) parcels upon subdivision of the Property. There shall be no further subdivision of the Property which is the subject of this Easement. It is understood by Grantor and Grantee that, if any or all of the three (3) parcels are conveyed to Grantor's family members, the conveyances shall not be subject to the provisions of Article IX, Paragraph G.1.

P. Grantor reserves one (1) building envelope, and the right, after giving notice to Grantee, to develop within the envelope up to 15,000 square feet of impervious surfaces for residential purposes, as described and depicted in Exhibit \_\_\_ attached hereto (the "Building Envelope"). The Building Envelope will not exceed five (5) contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property, including residential buildings, residential support buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs, not including agricultural buildings. Any such development may not be constructed within an SNA. Grantor, at its expense, shall provide to Grantee legal descriptions and surveys for the Building Envelope prior to development.

Q. The right to engage in environmental, natural resource, habitat, and other ecosystem services projects or markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and are consistent or complimentary with the purposes and the terms of this Easement.

## **ARTICLE VII. GRANTEE'S REMEDIES**

A. If Grantee determines that Grantor is in violation of the terms of this Easement, including any amendments, modifications, updates, or revisions thereto, or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property, to restore the portion of the Property so

injured. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to: (i) enforce the terms of this Easement, (ii) enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, (iii) recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any values or Easement Purposes protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and (iv) require the restoration of the Property to the condition that existed prior to any such violation or injury.

B. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the values of the Property, Grantee may pursue its remedies under this Article VII without prior notice to Grantor or without waiting for the period provided for cure to expire.

C. Grantee's rights under this Article apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Article, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Easement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

D. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

E. Grantor hereby waives any defense of estoppel, adverse possession, or prescription.

F. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting

from causes beyond Grantor's control, including fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

G. Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, and contractors and the personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent due to the negligence of any of the Indemnified Parties; (2) the obligations specified in Article IX, Paragraphs A and B; or (3) the enforcement of this Easement.

## ARTICLE VIII. PUBLIC ACCESS

A. **No General Public Access.** The granting of this Easement does not convey to the public the right to enter the Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this prohibition.

B. **Scientific, Environmental, Conservation, Educational Organizations.** Notwithstanding the foregoing, Grantor, in its sole discretion, may grant to scientific, environmental, conservation and educational organizations the right to enter upon the Property or adjoining property of Grantor to conduct scientific or educational investigations or studies consistent with the Easement Purposes, on such terms as Grantor, in its sole discretion, may determine.

## ARTICLE IX. MISCELLANEOUS

A. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

B. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon 3 days prior written notice to Grantor,

in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

C. **Extinguishment.** If unexpected circumstances arise in the future that render the Easement Purposes impossible or unfeasible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims and costs of sale, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with Article IX, Paragraph D. Grantee shall use all such proceeds in a manner consistent with the Easement Purposes or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article IX, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

E. **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain or otherwise acquired by any authority with power of eminent domain through a purchase in lieu of a taking, Grantee shall be entitled to its Proportionate Share from the recovered proceeds in conformity with the terms of Article IX, Paragraph D. The respective rights of Grantor and Grantee set forth in this paragraph shall be in addition to, and not in limitation of, any rights of Grantee under applicable law.

F. **Assignment.** This Easement is transferable by Grantee, but Grantee may assign its rights and obligations under this Easement only to a governmental entity in accordance with Florida law. As a condition of the transfer, the terms and conditions of the Easement shall continue.

G. **Property Interest Transfers.** In addition to Grantee's approval rights set forth in Article VI, Paragraph H, Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property. The failure of Grantor or Grantee to perform any act required by this paragraph shall not impair the validity or priority of this Easement or limit its enforceability in any way.

1. Right of Grantee to Negotiate in Advance of Sale.

a. The terms of this right are such that if Grantor intends to publicly offer the Property for sale, or any interest or portion thereof, Grantor shall deliver to Grantee notice of such intent (including the date, time, and location of the intended offering) at least 45 days prior to offering the Property for sale.

b. In addition, if Grantor receives an unsolicited, but acceptable, offer from a prospective buyer to purchase the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantee notice of Grantor's intent to accept the offer, including the names and addresses of any party to whom the Property is to be transferred, a description of the land to be transferred, and all relevant terms of the offer received, such that Grantee receives the notice at least 45 days prior to execution of a contract for such sale (Grantor agrees that any such contract for sale shall be made expressly subject to Grantee's right to negotiate for the purchase of the Property provided in Paragraph 1.c. below).

c. Under notice provided pursuant to Paragraphs 1.a. and 1.b. above, Grantor shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantee desires to negotiate the acquisition of the Property (or such portion thereof or interest therein as applicable), Grantee shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If Grantor and Grantee are unable, in good faith, to agree to terms of an acquisition of the Property (or such interest therein or portion thereof as applicable) within 45 days after Grantee's notice to Grantor under this paragraph, Grantor may sell the Property free of the right granted in this Article IX, Paragraph G.1.

d. This right of notice shall not be triggered by sales or transfers between Grantor and lineal descendants of Grantor or entities in which Grantor owns a majority of the controlling interests. The right or notice granted herein applies to the original Grantor and to said original Grantor's heirs, successors, and assigns.

2. Subsequent Transfers. Grantor agrees to notify Grantee of the names and addresses of any party to whom the Property, is to be transferred at least 45 days prior to the date of such transfer.

3. Continuation of Agricultural Production. As a condition of any Property transfer, Grantor shall deliver certified notice in writing to the prospective transferee that the Property must continue to be used for bona fide agricultural production purposes in accordance with this Easement. In addition, Grantor will incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests or conveys any interest in the Property, including a lease or other legal instrument by which any interest in the Property is conveyed.

4. Statement of Compliance. Grantor may request in writing at least 45 days prior to sale, mortgage, transfer or long term (five years or longer) lease of the Property, or any portion thereof, a written statement from Grantee stating that, to Grantee's actual knowledge, Grantor is in compliance with the terms of this Easement, or if Grantor is not in compliance with the terms of this Easement, stating what violations of this Easement exist according to Grantee's actual knowledge. Grantee agrees in such cases to acknowledge, execute, and deliver to Grantor or to any mortgagee, transferee, purchaser, or lessee such a written statement concerning compliance within 45 days from receipt by Grantee of a written request therefor. Nothing contained in this Easement shall relieve the Grantor from the responsibility to comply with applicable federal, state, and local laws and regulations.

5. Grantor's Liability after Transfer. In the event of a sale or the transfer of title of the Property to an individual or entity other than the current legal owner, Grantor will immediately notify Grantee. Thereafter, Grantee will confer with the new owner within 30 days and explain, discuss, and plan the transfer of the responsibility of carrying out the terms of this Easement, such that the long-term benefits to everyone concerned and the terms of this Easement will not be impaired by default or otherwise. Grantor and each subsequent owner of the Property shall have no personal liability for the observance or performance of the obligations of the Grantor hereunder, with respect to any interest in the Property conveyed, after the Grantor or subsequent owner has conveyed their interest in the Property as permitted by and pursuant to the terms of this Easement.

H. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, or by overnight mail service, addressed to the parties as set forth in this Easement, or to such other addresses such party may establish in writing to the other.

If time is of the essence, initial notice by electronic mail is acceptable, but shall be followed by written notice as provided in this paragraph as soon as possible.

I. **Recordation.** Grantee shall record this instrument and any amendments in timely fashion in the official records of the county(ies) in which the Property is located and may re-record it at any time as may be required to preserve its rights in this Easement.

J. **Non-Homestead Certification.** Grantor hereby certifies that if a Grantor who is married signs this Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor/Grantor's spouse nor the primary physical residence of Grantor/Grantor's spouse, nor is the Property contiguous to the homestead or primary physical residence of Grantor/Grantor's spouse.

K. **Amendments.** The terms of this Easement may be amended by the mutual consent of the parties hereto. No amendment shall be effective until executed with the formality of a deed and recorded in the public records of the county(ies) in which the Property is located.

L. **Controlling Law.** The laws of the State of Florida shall govern the interpretation and performance of this Easement.

M. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantee to effect the Easement Purposes and the policy and purpose of Section 570.71, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Easement Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

N. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

O. **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.

P. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

**Q. Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's entire interest in the Easement or Property as permitted by and pursuant to the terms hereof, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

**R. Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**S. References.** References to statutes or rules in this Easement shall be to the text of such statute or rule on the date of execution of this Easement unless stated otherwise.

**T. Third Party Beneficiary.** The SWFWMD may enter the Property at reasonable times to monitor compliance with and enforce the terms of this Easement; provided that entry shall be made after giving reasonable notice to the Grantor and Grantee as each circumstance may permit, and the SWFWMD shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Upon any violation of the terms of this Easement, including amendments, modifications, updates, or revisions thereto, the SWFWMD may institute suit to enjoin any such violation as provided in this Easement under Article VI and as authorized by law. Enforcement of the terms of this Easement shall be undertaken at the discretion of the SWFWMD. No failure on the part of the SWFWMD to enforce any term of this Easement on one occasion shall discharge or invalidate that term of the Easement or affect the enforcement rights of the SWFWMD provided herein. Grantor agrees to also provide written notice to the SWFWMD of a transfer or assignment of any interest in the Property at least thirty (30) days in advance. Grantor agrees to make any such transfer or assignment subject to the terms of the Easement as provided herein.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.

*[signature pages follow]*

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Witnesses:

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Debra Daniel, Manager on behalf of Headwaters Ranch, LLC, a Florida limited liability company, by means of ☐ physical presence or ☐ online notarization, who is ☐ personally known to me or ☐ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 202\_.

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

**GRANTEE:**

Witnesses:

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

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

By: FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

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

\_\_\_\_\_  
DIRECTOR, DIVISION OF  
ADMINISTRATION

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared by means of [ ] physical presence or [ ] online notarization, \_\_\_\_\_, as Director (or designee), Division of Administration, Florida Department of Agriculture and Consumer Services, who is personally known to me and executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed on behalf of the Board of Trustees.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 202\_.

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

## **SCHEDULE OF EXHIBITS**

- A. Legal Description of Property Subject to Easement
- B. Significant Natural Areas Map
- C. Easement Monitoring Form
- D. Map of Building Envelope

File Number - 33113  
Tax Parcel ID Number - (various)

## EXHIBIT "A"

EAST 1/2 OF NE 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 25 EAST, LESS ROAD RIGHT OF WAY OF STATE ROAD 33 AND STATE ROAD 474,  
AND  
NORTH 1/2 OF SW 1/4 OF SW 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 25 EAST,  
AND  
THAT PORTION OF THE SW 1/4 OF NW 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 25 EAST, LYING WEST OF STATE ROAD 33, LYING AND BEING IN LAKE COUNTY, FLORIDA.  
AND  
ALL THAT PART OF THE N 1/2 OF SW 1/4 AND S 1/2 OF S 1/2 OF SW 1/4 OF SECTION 28 LYING WEST OF STATE ROAD 33.  
THE S 1/2; SW 1/4 OF NE 1/4; THE S 1/2 OF NW 1/4; S 1/2 OF NW 1/4 OF NW 1/4; S 1/2 OF NE 1/4 OF NW 1/4 OF NW 1/4; THE N 1/2 OF NW 1/4 OF NW 1/4 OF NW 1/4; THE S 3/4 OF NE 1/4 OF NW 1/4, AND N 1/2 OF NW 1/4 OF NE 1/4 OF NW 1/4 LYING IN SECTION 29.  
THE SE 1/4 OF SE 1/4; THE N 1/2 OF SE 1/4; THE S 1/2 OF NE 1/4; THE S 3/4 OF NE 1/4 OF NE 1/4; THE N 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4; THE S 1/2 OF NW 1/4 OF NE 1/4; THE NW 1/4 OF NW 1/4 OF NE 1/4; THE NE 1/4 OF NE 1/4 OF NW 1/4 AND S 1/2 OF NE 1/4 OF NW 1/4 LYING IN SECTION 30.  
ALL LYING IN TOWNSHIP 24 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.  
LESS AND EXCEPT ANY PORTION LYING WITHIN PUBLIC RIGHTS OF WAY, AS ESTABLISHED AND IN USE.  
ALSO LESS AND EXCEPT THAT PORTION DEEDED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UNDER QUIT CLAIM DEED RECORDED IN O.R. BOOK 1151, PAGE 2092, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED THEREIN AS FOLLOWS:  
THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4, LYING WEST OF STATE ROAD 33 AND THAT PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING EAST OF STATE ROAD 33 IN SECTION 28, TOWNSHIP 24 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 28, ALSO BEING THE COUNTY LINE BETWEEN POLK AND LAKE COUNTIES, NORTH 89°40'04" EAST, 1,073.46 FEET FOR A POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,789.79 FEET, A CENTRAL ANGLE OF 17°29'39", AN ARC LENGTH OF 851.81 FEET, THE CHORD FOR WHICH BEARS NORTH 09°41'10" WEST TO THE END OF SAID CURVE; THENCE NORTH 18°26'00" WEST, 318.67 FEET; THENCE NORTH 71°34'00" EAST, 125.00 FEET; THENCE SOUTH 18°26'00" EAST, 318.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,914.79 FEET, A CENTRAL ANGLE OF 04°25'42", AN ARC LENGTH OF 225.28 FEET, THE CHORD FOR WHICH BEARS SOUTH 16°13'09" EAST TO THE END OF SAID CURVE; THENCE SOUTH 89°38'02" WEST, 51.48 FEET TO THE SURVEY LINE OF STATE ROAD 33 (PER 1607 - PROJECT 961) AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG SAID SURVEY LINE THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,864.79 FEET, A CENTRAL ANGLE OF 13°19'28", AN ARC LENGTH OF 666.22 FEET, THE CHORD FOR WHICH BEARS SOUTH 07°35'08" EAST TO SAID SOUTH BOUNDARY OF SECTION 28 AND THE END OF SAID CURVE; THENCE SOUTH 89°40'04" WEST, 75.00 FEET ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING.  
AND INCLUDING THAT PORTION CONVEYED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO KUTER, S.A., UNDER QUIT CLAIM DEED RECORDED IN O.R. BOOK 1151, PAGE 2100, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED THEREIN AS FOLLOWS:  
THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4, LYING WEST AND THAT PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING EAST OF THE FOLLOWING DESCRIBED LANDS IN SECTION 28, TOWNSHIP 24 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA:  
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 28, ALSO BEING THE COUNTY LINE BETWEEN POLK AND LAKE COUNTIES, NORTH 89°40'04" EAST, 1,073.46 FEET FOR A POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,789.79 FEET, A CENTRAL ANGLE OF 17°29'39", AN ARC LENGTH OF 851.81 FEET, THE CHORD FOR WHICH BEARS NORTH 09°41'10" WEST TO THE END OF SAID CURVE; THENCE NORTH 18°26'00" WEST, 318.67 FEET; THENCE NORTH 71°34'00" EAST, 125.00 FEET; THENCE SOUTH 18°26'00" EAST, 318.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,914.79 FEET, A CENTRAL ANGLE OF 04°25'42", AN ARC LENGTH OF 225.28 FEET, THE CHORD FOR WHICH BEARS SOUTH 16°13'09" EAST TO THE END OF SAID CURVE; THENCE SOUTH 89°38'02" WEST, 51.48 FEET TO THE SURVEY LINE OF STATE ROAD 33 (PER 1607-PROJECT 961) AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWESTERLY; THENCE ALONG SAID SURVEY LINE THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,864.79 FEET, A CENTRAL ANGLE OF 13°19'28", AN ARC LENGTH OF 666.22 FEET, THE CHORD FOR WHICH BEARS SOUTH 07°35'08" EAST TO SAID SOUTH BOUNDARY OF SECTION 28 AND THE END OF SAID CURVE; THENCE SOUTH 89°40'04" WEST, 75.00 FEET ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING.

File Number - 33113  
Tax Parcel ID Number - (various)

**EXHIBIT "A"**  
**(cont.)**

The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying in Section 29, Township 24, Range 25, Public Records of Lake County, Florida.

The North 1/2 of the Northwest 1/4 of the Northeast 1/4 lying in Section 29, Township 24, Range 25, Public Records of Lake County, Florida.

The Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 lying in Section 29, Township 24, Range 25, Public Records of Lake County, Florida.

The Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 lying in Section 29, Township 24, Range 25, Public Records of Lake County, Florida.

The South 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 24 East, Lake County, Florida.

The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 24 East, Lake County, Florida.

The West 1/2 of the West 1/2 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 32, Township 24 South, Range 25 East, subject to an easement for ingress, egress and utilities over and across the West 30 feet and the North 40 feet thereof. a/k/a Lot 65 Block 3, Polk County, Florida. Less mineral rights.


The East 1/2 of the West 1/2 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 32, Township 24 South, Range 25 East, subject to an easement for ingress, egress and utilities over and across the North 40 feet thereof. a/k/a lot 66 Block 3 Polk County, Florida. Less mineral rights.


**E1/2 of W1/2 of N1/2 of NW1/4 of NW 1/4 of NE1/4 Less mineral Rights Being BLK 5 Lot 130 of unrecorded subdivision, Section 32, Township 24 South, Range 25 East, Polk County, Florida.**

EXHIBIT "B"

Significant Natural Areas  
Headwaters Ranch  
Lake County, FL

Headwaters SNAs (2nd Draft)

 Wetland (485.9 ac)

 Boundary (993.1 ac)



0 0.13 0.25 0.5  
Miles



**WILTON SIMPSON  
COMMISSIONER**

**Florida Department of Agriculture and Consumer Services  
Florida Forest Service (FFS)**



**RURAL & FAMILY LANDS PROTECTION PROGRAM  
EASEMENT MONITORING FORM**

Sections 570.70 and 570.71, F.S.; Rule 5I-7.014, F.A.C.

CONSERVATION EASEMENT PROJECT: \_\_\_\_\_ ACRES: \_\_\_\_\_

FDACS CONTRACT #: \_\_\_\_\_ COUNTY: \_\_\_\_\_

LANDOWNER(S)/REPRESENTATIVE(S): \_\_\_\_\_

MONITOR: \_\_\_\_\_ MONITORING DATE: \_\_\_\_\_

MONITORING ASSISTANCE (IF ANY) /NAME: \_\_\_\_\_ AGENCY: \_\_\_\_\_

MONITORING ASSISTANCE (IF ANY) /NAME: \_\_\_\_\_ AGENCY: \_\_\_\_\_

PURPOSE OF MONITORING SITE INSPECTION:

- DOCUMENT COMPLIANCE WITH THE TERMS OF THE CONSERVATION EASEMENT
- ASSURE PROPERTY IS ENROLLED IN AND GRANTOR IS IMPLEMENTING ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMPs)
- OUTLINE THE ACTIVITIES ON THE PROPERTY DURING PRECEDING YEAR(S)
- REVIEW ANY PROPOSED ACTIVITIES TO ASSURE COMPLIANCE WITH THE TERMS OF THE CONSERVATION EASEMENT

Please document below responses to each question explaining any activities/changes on the property during the past year as they relate to the Recitals, Prohibited Uses, and Grantor's Reserved Rights established in the Deed of Conservation Easement. The conservation easement should be reviewed prior to the monitoring inspection to ensure all provisions and restrictions considered during the site inspection are properly documented in this report.

A.	<p>Has there been any timber harvesting on the property? If so, on how many acres? _____ Using what harvest type? _____</p> <p>Was the harvesting in a Significant Natural Area (SNA)? If so, was the grantor contacted?</p> <p>Was cypress harvested?</p>
B.	Has there been any use of the property which would impair or destroy SNAs?
C.	<p>Has there been any construction in SNAs?</p> <p>Has there been any improvements to SNA?</p> <p>Has there been any conversion of SNAs?</p>

D.	Has there been any conversion of forested areas, to non-forested areas?
E.	Has there been any conversion of areas not in improved pasture, to improved pasture?
F.	Has there been any dumping of trash, solid or liquid waste, or toxic or hazardous substances on the property?
G.	Has there been any exploration, excavation, extraction, mining, or drilling on the Property for any of the restricted substances identified in the Conservation Easement (CE)?
H.	<p>Has there been any hydrological modifications to, or dredging, on the property?</p> <p>Have there been any water wells or water bodies constructed? If so, what permits, if any, were obtained?</p> <p>Has there been any construction, repair, or improvements to any water control structures?</p> <p>Are there any commercial water wells on the property?</p> <p>Are any activities occurring on the property that affect soil conservation or are detrimental to fish and wildlife habitat?</p>
I.	<p>Has there been any use of fertilizer on the property?</p> <p>If so, at what application rate?</p>
J.	<p>Has there been any use of pesticides or herbicides on the property? (list chemicals used)</p> <p>If so, did process application follow instructions on the label?</p>
K.	<p>List all the BMPs that are applicable to the property:</p> <p>Agricultural BMPs</p> <p>Silvicultural BMPs</p> <p>Wildlife BMPs</p> <p>Is the property enrolled in all the applicable BMP's indicated above?</p> <p>Are all those BMPs being implemented and complied with?</p>
L.	<p>Are there any exotic, nuisance, non-native or invasive species present?</p> <p>Is the Grantor, to the extent possible, attempting to control or prevent their spread? If so, list actions taken or response needed:</p>
M.	<p>Have there been any new roads or trails constructed on the property?</p> <p>Any existing roads, culverts, or road ditches repaired?</p> <p>Have any motorized vehicles been driven off roads and/or trails for purposes other than performing agricultural operations?</p>

N.	<p>Has there been any new interior or boundary fencing constructed?</p> <p>If required by the CE, has the Grantee approved any/all new or replacement fencing?</p> <p>Are the fences wildlife/game friendly?</p>
O.	<p>Have any new structures or buildings been constructed on the property to support the agricultural operation?</p> <p>If so, what is the structure's Square Footage? _____</p> <p>Have any of the agricultural support buildings been enlarged?</p> <p>If so, what is the structure's Square Footage? _____</p> <p>Does the total square footage exceed the maximum area allowed in the CE?</p> <p>Was construction within an SNA?</p>
P.	<p>Has there been any construction of any new residential structures?</p> <p>If so, what is the structure's Square Footage? _____</p> <p>Have any of the existing residential structures been enlarged?</p> <p>If so, what is the structure's Square Footage? _____</p> <p>Does the total square footage exceed the maximum allowed in the CE?</p> <p>Is the location within the approved building envelope?</p>
Q.	<p>Have other silvicultural activities been performed on the property?</p> <p>If so, on how many acres?</p> <p>Site preparation _____ acres</p> <p>Tree planting _____ acres</p> <p>Mechanical treatments _____ acres</p> <p>Herbicide treatments _____ acres</p> <p>Has there been any harvest of palm trees or other potential landscape and/or ornamental plants?</p> <p>Has there been any prescribed burning on the property?</p> <p>If so, on how many acres _____</p> <p>Did firelines comply with all applicable BMPs?</p> <p>Was a burn authorization obtained?</p> <p>If required by the CE, were firelines approved and/or maintained according to CE?</p>
R.	<p>Have the following Agricultural Operations occurred on the property?</p> <p>Improved pasture: _____ acres. Any increase in acres? Y / N</p> <p>Row crops: _____ acres. Any increase in acres? Y / N</p> <p>Sod: _____ acres. Any increase in acres? Y / N</p> <p>Citrus groves: _____ acres. Any increase in acres? Y / N</p> <p>Food plots: _____ acres. Any increase in acres? Y / N</p>

	Ponds: _____ acres. Any increase in number or acres? Y / N  Are Agricultural Operations occurring outside of SNA's or other areas, as required by the CE?  If cattle are present on the property, the cattle stocking rate 1 cow/calf per _____ acre(s)
S.	Have any activities occurred that may reasonably be expected to adversely affect threatened or endangered species? If so, what activities?
T.	Has the property been leased by any private parties (non-family) for the purposes of hunting or fishing?  Have any animals been introduced or stocked? If so, list the species: Have any fish been introduced or stocked? If so, list the species:  Is there any other visitation, recreation, or other public use occurring on the property? If so, what kind?
U.	Are there any changes in land use on nearby properties that the grantor of monitor anticipates will impact the subject property? If so, what type?
V.	Describe any new management or agricultural activities planned for next 12-18 months: 1. 2. Is the activity(s) consistent with the terms and conditions of the CE?

**PHOTOGRAPHIC DOCUMENTATION:** (Provide photos representative of major agricultural land uses and/or physical changes since last monitoring inspection. The Photo Location Map and other pictures (pics) must be printed and attached to final Monitoring Report.)

PIC	LOCATION	Orientation, Looking...	PHOTO CONTENT - DESCRIPTION OF LAND USE OR PHYSICAL CHANGE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

#### LANDOWNER REMARKS

A.	Comments about the program:
B.	Requests/Questions:

## MONITOR REMARKS

A.	General observations:
B.	Describe response taken by landowner to actions requested during last site inspection: 1.  2.  3.
C.	Is the Grantor or their representative charged with any follow-up or corrective action, based on the current site inspection? 1.  2.  3.
D.	Is the Baseline Documentation Report adequate for future monitoring? Y / N If not, why?

## REPORT PREPARATION

	PRINT NAME	SIGNATURE	DATE
LANDOWNER/Grantor or Representative			
LANDOWNER/Grantor or Representative			
MONITOR			

## REPORT REVIEW (To Be Completed at FFS State Office)

### Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

To affirm the property is enrolled in, and land managers are implementing, all applicable BMPs.

To affirm all land management activities are consistent with the terms and conditions of the CE.

To review landowners' response to any requested follow-up or corrective action from **previous site inspection(s)**.

To affirm review any newly requested actions or activities proposed **current site inspection** to comply with the CE requirements.

To review any suggested updates to the property's baseline inventory, for purposes of the Baseline Documentation Report.

A.	Has a site inspection been performed? Were all pertinent monitoring specifications completed?
B.	Were all conditions/activities/management strategies observed during the site inspection consistent with the terms of the CE?  If not, complete section "D" below.
C.	Did the landowner or their representative remedy the activities or conditions identified during the previous site inspection? Has their response been acceptable?  If not, why?
D.	Is the follow-up/corrective action charged to the landowner reasonable and consistent with the terms and conditions of the CE?
E.	If the site monitor suggested updates to the property's Baseline Documentation Report, are those suggestions reasonable and consistent with the terms and conditions of the CE?

## REPORT ACCEPTANCE

By signing below, the reviewer and the FFS Director's Office acknowledges receipt of monitoring report and accepts its findings, including any corrective actions documented in this report.

	PRINT NAME	SIGNATURE	DATE
REVIEWER			
FFS DIRECTOR			



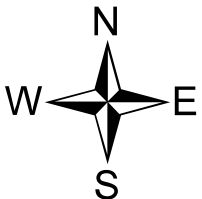
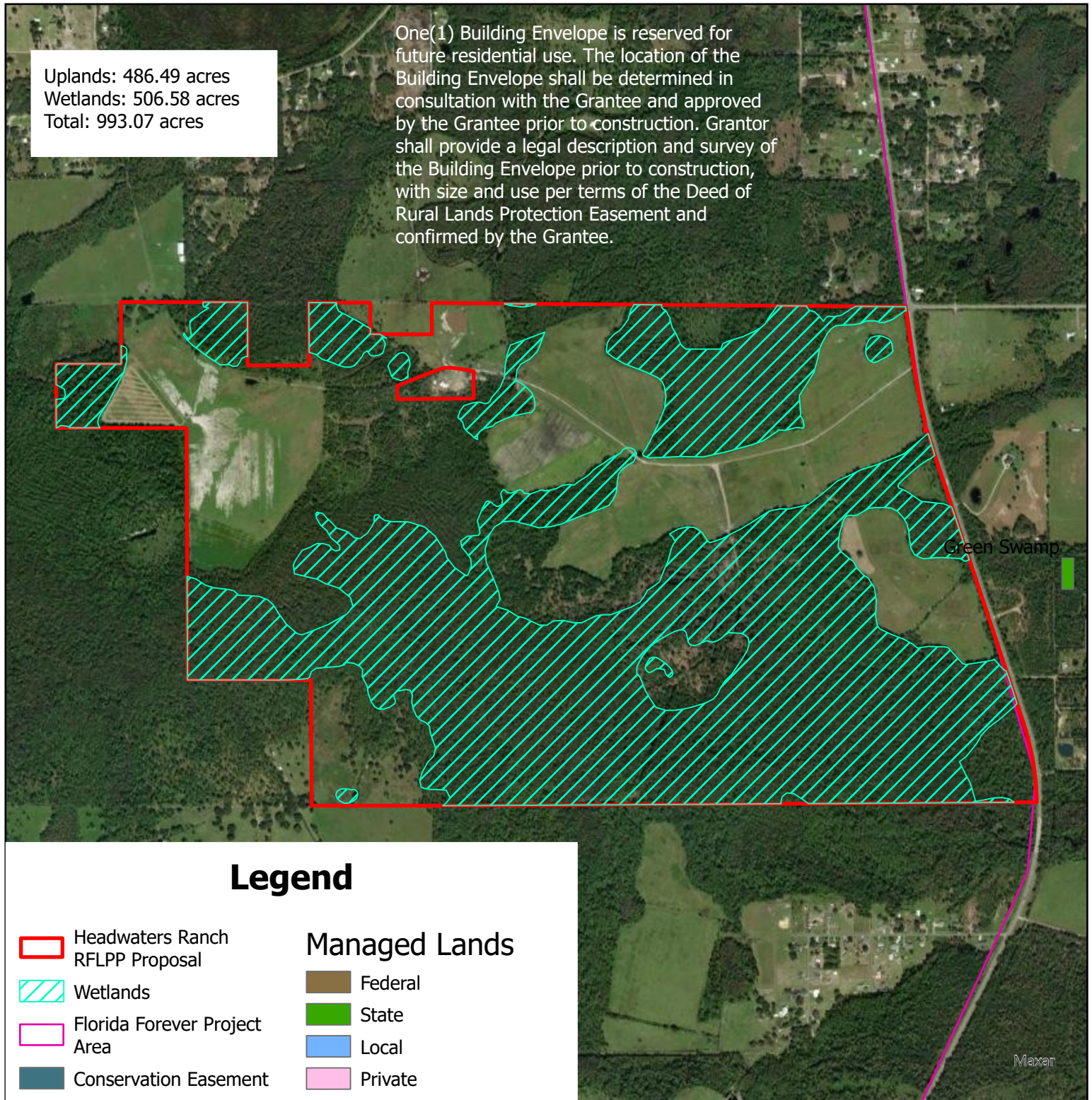
# Rural and Family Lands Protection Program

## Headwaters Ranch

### Lake County, Florida

Uplands: 486.49 acres  
Wetlands: 506.58 acres  
Total: 993.07 acres

One(1) Building Envelope is reserved for future residential use. The location of the Building Envelope shall be determined in consultation with the Grantee and approved by the Grantee prior to construction. Grantor shall provide a legal description and survey of the Building Envelope prior to construction, with size and use per terms of the Deed of Rural Lands Protection Easement and confirmed by the Grantee.



0 0.23 0.45 0.9 Miles

This map is a product of the Rural and Family Lands Protection Program and is for illustrative purposes only. This is not a survey.

**Governing Board Meeting**  
**March 25, 2025**

**6. REGULATION COMMITTEE**

6.1	<b>Discussion:</b> Consent Item(s) Moved to Discussion .....	104
6.2	<b>Discussion:</b> Action Item: Denials Referred to the Governing Board .....	105

**REGULATION COMMITTEE**

**March 25, 2025**

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

Presenter:

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

**REGULATION COMMITTEE**

**March 25, 2025**

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

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

**Staff Recommendation:**

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

**Presenter:**

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

**Governing Board Meeting**  
**March 25, 2025**

**7. GENERAL COUNSEL'S REPORT**

7.1 **Discussion:** Consent Item(s) Moved to Discussion ..... 106

7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions ..... 107

**GENERAL COUNSEL'S REPORT**

**March 25, 2025**

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

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

**GENERAL COUNSEL'S REPORT**

**March 25, 2025**

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

The Governing Board has established four committees for conducting District business: the Finance/Outreach & Planning Committee; the Operations, Land, & Resource Monitoring Committee; the Regulation Committee; and the Resource Management Committee. Each committee is a committee of the whole with all Governing Board members serving as committee members.

The Governing Board, sitting as a committee, considers and takes action on discussion agenda items during each Governing Board meeting. In order to clarify for the record that the Governing Board has taken action, the actions taken by the committees will be presented to the Board for affirmation.

**Staff Recommendation:**

Affirm the actions taken by the Governing Board Committees.

**Presenter:**

Christopher A. Tumminia, General Counsel, Office of General Counsel

**COMMITTEE/LIAISON REPORTS**

**March 25, 2025**

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

Staff Recommendation:

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

Presenter:

James Holton, Board Member

**COMMITTEE/LIAISON REPORTS**

**March 25, 2025**

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

Staff Recommendation:

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

Presenter:

Robert Stern, Board Member

**EXECUTIVE DIRECTOR'S REPORT**

**March 25, 2025**

**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 25, 2025**

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

Staff Recommendation:

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

Presenter:

Michelle Williamson, Chair

**CHAIR'S REPORT**

**March 25, 2025**

**Discussion: Information Item: Employee Milestones**

Staff Recommendation:

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

Presenter:

Michelle Williamson, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
10	03/23/2015	Geron Kendrick	Business Analyst	Tampa	Regulatory Support	2025	03/23/2025
10	03/23/2015	Lisa Marie Cronin	Lead Regulatory Support Technician	Sarasota	Regulatory Support	2025	03/23/2025
40	03/18/1985	Terry Burrell	Hydrologic Data Lead Field Technician	Brooksville	Data Collection	2025	03/18/2025