

**AGENDA  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
GOVERNING BOARD MEETING AND PUBLIC HEARING**

**OPEN TO THE PUBLIC**

May 12, 2016  
9:00 a.m.

Steinhatchee Landing Resort Conference Center  
Steinhatchee, Florida

1. Call to Order
2. Roll Call
3. Announcement of any Amendments to the Agenda by the Chair  
**Amendments Recommended by Staff:** None
4. Public Comment
5. Consideration of the following Items Collectively by Consent:
  - Agenda Item 6 - Approval of April 12, 2016 Governing Board Minutes
  - Agenda Item 9 – Approval of the March 2016 Financial Report
  - Agenda Item 11 – Declaration of Surplus Property
  - Agenda Item 18- Approval of a Modification of Water Use Permit 2-001-219923-3, with a 0.0661 mgd Increase in Allocation and a 9-Year Permit Extension, Authorizing the Use of 0.2696 mgd of Groundwater for Agricultural Use at the Chestnut Hill Tree Farm, LLC Project, Alachua County

Page 5

6. Approval of Minutes – April 12, 2016 Governing Board Minutes –  
**Recommend Consent**
7. Items of General Interest for Information/Cooperating Agencies and Organizations
  - A. Presentation of Hydrologic Conditions by Tom Mirti, Director, Water Resource Division
  - B. Cooperating Agencies and Organizations

**GOVERNING BOARD LEGAL COUNSEL  
Tom Reeves**

LC Page 1

8. Update on Legal Activities
  - A. *Sabal Trail Transmission v. SRWMD, et al.* - Consideration of Stipulated Final Judgement

**DIVISION OF ADMINISTRATION AND OPERATIONS  
Roary Snider, Chief of Staff**

AO Page 1

9. Approval of March 2016 Financial Report – **Recommend Consent**

- AO Page 13 10. Approval of Payment in Lieu of Taxes
- AO Page 15 11. Declaration of Surplus Property – **Recommend Consent**
- 12. Land Management Update
- AO Page 17 13. Land and Facilities Operations Activity Summary Report
- AO Page 20 14. Acquisition and Disposition Activity Report 2016

**DIVISION OF WATER SUPPLY**  
**Carlos Herd, P.G., Director**

- WS Page 1 15. Water Reuse Week Proclamation

**DIVISION OF WATER RESOURCES**  
**Tom Mirti, Director**

- WR Page 1 16. Agricultural Water Use Monitoring Update

**DIVISION OF RESOURCE MANAGEMENT**  
**Tim Sagul, P.E., Director**

- RM Page 1 17. Approval to Enter into Contracts for the Fiscal Year (FY) 2016 Regional Initiative Valuing Environmental Resources (RIVER) Cost-Share Program
- RM Page 9 18. Approval of a Modification of Water Use Permit 2-001-219923-3, with a 0.0661 mgd Increase in Allocation and a 9-Year Permit Extension, Authorizing the Use of 0.2696 mgd of Groundwater for Agricultural Use at the Chestnut Hill Tree Farm, LLC Project, Alachua County **Recommend Consent**
- RM Page 19 19. Permitting Summary Report
- RM Page 21 20. Enforcement Status Report

**EXECUTIVE OFFICE**  
**Noah Valenstein, Executive Director**

- EO Page 1 21. Authorization to Extend Contract Number 10/11-021 for Suwannee River Partnership (SRP) Cooperative Conservation Technician Services with Florida Department of Agriculture and Consumer Services (FDACS)
- EO Page 3 22. North Florida Regional Water Supply Partnership Stakeholder Committee Update
- EO Page 4 23. District's Weekly Activity Reports
- 24. Announcements



AGENDA  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
GOVERNING BOARD WORKSHOP

OPEN TO THE PUBLIC

Following Board Meeting

Steinhatchee Landing Resort Conference Center  
Steinhatchee, FL

- Springs Projects Presentation
- SWIM Presentation
- FY 2017 Budget Presentation

SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
MINUTES OF  
GOVERNING BOARD MEETING AND PUBLIC HEARING

Note: A digital recording system has been used to record these proceedings and is on file in the permanent files of the District. A copy of the Governing Board materials and handouts are a part of the record as if set out in full herein, and are filed in the permanent files of the District.

9:00 a.m., Tuesday  
April 12, 2016

District Headquarters  
Live Oak, Florida

**Governing Board:**

<b>Seat</b>	<b>Name</b>	<b>Office</b>	<b>Present</b>	<b>Not Present</b>
Aucilla Basin	Bradley Williams		X	
Coastal River Basin	Richard Schwab			X
Lower Suwannee Basin	Don Quincey, Jr.	Chair		X
Santa Fe & Wacc. Basins	Kevin W. Brown		X	
Upper Suwannee Basin	Alphonas Alexander	Vice Chair	X	
At Large	Virginia H. Johns	Sec./Treas.	X	
At Large	Virginia Sanchez		X	
At Large	Gary Jones		X	
At Large	Vacant			

**Governing Board General Counsel**

<b>Name</b>	<b>Firm</b>	<b>Present</b>	<b>Not Present</b>
George T. Reeves	Davis, Schnitker, Reeves & Browning, P.A.	X	

**Staff:**

<b>Position</b>	<b>Name</b>	<b>Present</b>	<b>Not Present</b>
Executive Director	Noah Valenstein	X	
Chief of Staff	Roary Snider	X	
Gov. Affairs / Communications Director	Steve Minnis		X
Water Supply Division Director	Carlos D. Herd. P.G.	X	
Water Resources Division Director	Tom Mirti	X	
Resource Mgmt. Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

**Guests:**

Jon Tatum, Our Santa Fe River, Inc.	Cory Mikell, H2O Mobile Lab
Lucinda Merritt, Ichetucknee Alliance	Guillermo Simon, Taylor Engineering, Inc.
Paul Still, BCWCD	Carolee Howe, Shenandoah Dairy
Ed Booth, City of High Springs	Eric Olsen, Hopping Green & Sam's
Merrilee Malwitz-Jipson, Our Santa Fe River, Inc.	Kristin Summers, FDEP
Jack Hampton, Atkins	Charles Shinn, Florida Farm Bureau
Craig Varn, Manson Bolves Donaldson	Georgia Schmitz
Steve Gladin	Jeff Hill
Sammy Williams, FFWCC	Trip Lancaster, Fanning Springs Mayor
Ross Davis, SRWMD	Ryan Miller, SRWMD
Jamie Bell, SRWMD	Warren Zwanka, SRWMD
Bill McKinstry, SRWMD	Stefanie Leavitt, SRWMD

Robin Lamm, SRWMD  
Leslie Ames, SRWMD  
Darrell Smith, SRWMD  
Abby Johnson, SRWMD

Tyler Jordan, SRWMD  
Glenn Horvath, SRWMD  
Tammie Girard, SRWMD  
Christina Hillard, SRWMD

The meeting was called to order at 9:02 a.m.

Agenda Item No. 3 - Announcement of any Amendments to the Agenda by the Chair: None

Agenda Item No. 4 – Public Comment.

- Carolee Howe, Shenandoah Dairy - Thanks to Board for continued agricultural support.

Agenda Item No. 5 - Consideration of the Following Items Collectively by Consent:

- Agenda Item 6 - Approval of February 9, 2016 Governing Board Minutes
- Agenda Item 9 - Approval of January 2016 Financial Report
- Agenda Item 10 - Declaration of Surplus Property and Disposition

MRS. JOHNS MADE A MOTION TO APPROVE THE CONSENT ITEMS COLLECTIVELY. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 6 – Approval of Minutes.

- March 8, 2016 Governing Board Meeting and Workshop Minutes.

MR. BROWN MADE A MOTION TO APPROVE THE MARCH 8, 2016 GOVERNING BOARD AND WORKSHOP MINUTES. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 7 - Items of General Interest for Information/Cooperating Agencies and Organizations.

- Tom Mirti gave a presentation on the hydrologic conditions of the District.
- Cooperating Agencies and Organizations – None
- Service Awards – Carlos Herd was presented his 10-year Service award.

Tom Mirti provided an update on the status of the City of Valdosta's Wastewater System upgrades. (Agenda Item 15)

Additional Public Comments

- Merrilee Malwitz-Jipson, Our Santa Fe River – Requested moratorium on water use permits 100,000 gallons or more, stated concerns regarding proposed phosphate mining on New River in Union and Bradford counties, chicken CAFO's in Fort White, Columbia County's Comprehensive Plan and LDR's on top of high recharge near aquifer.
- Ed Booth, High Springs City Manager – Thanks to the District for grant money to regarding the Hornsby Springs Water Quality Improvement Project in High Springs.

## **GOVERNING BOARD LEGAL COUNSEL**

Agenda Item No. 8 - Tom Reeves updated the Board regarding Sabal Trail Transmission v. SRWMD, et al. and Still v. SRWMD.

## **DIVISION OF ADMINISTRATION AND OPERATIONS**

Agenda Item No. 9 – Approval of February 2016 Financial Report. – Approved on Consent

Agenda Item No. 10 – Declaration of Surplus Property and Disposition. – Approved on Consent

Agenda Item No. 11 - Amendment to Lease with Florida Department of Environmental Protection for Big Shoals Tract to include Bell Springs House Site Tracts. Bill McKinstry, Land and Facilities Operations Manager, present staff recommendation to the Governing Board to approve and execute the First Amendment to the Big Shoals Lease with Florida Department of Environmental Protection and the Termination Agreement for the Bell Springs Lease.

MRS. JOHNS MADE A MOTION TO APPROVE AND EXECUTE THE FIRST AMENDMENT TO THE BIG SHOALS LEASE WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TERMINATION AGREEMENT FOR THE BELL SPRINGS LEASE. THE MOTION WAS SECONDED BY MR. WILLIAMS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 12 - Land and Facilities Operations Activity Summary. The Land and Facilities Operations Activity Summary was provided as an informational item in the Board materials.

Agenda Item No. 13 - Land Acquisition and Disposition Activity Report. The Land Acquisition and Disposition Activity Report was provided as an informational item in the Board materials.

## **DIVISION OF WATER SUPPLY**

No Items.

## **DIVISION OF WATER RESOURCES**

Agenda Item No. 14 - Authorization for the Executive Director to Execute a Task Work Assignment with Huss Drilling, Inc., for Well Construction and Associated Hydrogeologic Testing. Tom Mirti, Division Director, presented staff recommendation to the Governing Board to authorize the Executive Director to execute Task Work Assignment No. 1 to Huss Drilling, Inc., for well construction and associated hydrogeologic testing at seven locations throughout the District.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE TASK WORK ASSIGNMENT NO. 1 TO HUSS DRILLING, INC., FOR WELL CONSTRUCTION AND ASSOCIATED HYDROGEOLOGIC TESTING AT SEVEN LOCATIONS THROUGHOUT THE DISTRICT. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 15 - Update on the Status of the City of Valdosta's Wastewater System Upgrades.

Mr. Mirti provided an update on the status of the City of Valdosta's Wastewater System upgrades after Agenda Item No. 7.

Agenda Item No. 16 - Agricultural Water Use Monitoring Update. The Agricultural Water Use Monitoring Update was provided as an informational item in the Board materials.

**DIVISION OF RESOURCE MANAGEMENT**

Agenda Item No. 17 – Approval of a Modification of Water Use Permit 2-029-215826-2, with a 0.1413 mgd Increase in Allocation, Authorizing the Use of 0.2883 mgd of Groundwater for Agricultural Use at the HTK Farms Project, Dixie County. Stefanie Leavitt, Engineer I, presented staff recommendation approve Water Use Permit number 2-029-215826-2 with seventeen standard conditions and five special limiting conditions, to HTK Farms, LLC and Lawrence Bush, in Dixie County.

Mrs. Sanchez publically announced a conflict of interest and abstained from voting on Agenda Item 17. A Conflict of Interest Form was completed and signed by Mrs. Sanchez. This form is hereby made part of these minutes and is filed in the permanent Governing Board meeting minutes files of the District.

MR. JONES MADE A MOTION TO APPROVE WATER USE PERMIT NUMBER 2-029-215826-2 WITH SEVENTEEN STANDARD CONDITIONS AND FIVE SPECIAL LIMITING CONDITIONS, TO HTK FARMS, LLC AND LAWRENCE BUSH, IN DIXIE COUNTY. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES AND WILLIAMS.)

Agenda Item No. 18 - Amendment to Contract 15/16-065 with AMEC Foster Wheeler for FEMA FY 2015 RiskMAP PPC Services. Tim Sagul, Division Director, presented staff recommendation to the Governing Board to authorize the Executive Director to amend contract 15/16-065 with AMEC Foster Wheeler Environment & Infrastructure, Inc., by increasing the contract amount \$65,000 for FEMA FY 2015 RiskMAP PPC Services in the Withlachooshee Watershed.

MRS. JOHNS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND CONTRACT 15/16-065 WITH AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC., BY INCREASING THE CONTRACT AMOUNT \$65,000 FOR FEMA FY 2015 RISKMAP PPC SERVICES IN THE WITHLACHOOOCHEE WATERSHED. THE MOTION WAS SECONDED BY MR. WILLIAMS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 19 - Amendment to Contract 15/16-066 with Atkins for FEMA FY 2015 RiskMAP PPC Services. Mr. Sagul presented staff recommendation to authorize the Executive Director to amend contract 15/16-066 with ATKINS in the amount of \$275,500 for FEMA FY 2015 RiskMAP PMC Service.

MRS. JOHNS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND CONTRACT 15/16-066 WITH ATKINS IN THE AMOUNT OF \$275,500 FOR FEMA FY 2015 RISKMAP PMC SERVICE. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF

THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 20 - Amendment to Contract 13/14-147 with Taylor Engineering for FEMA FY 2015 RiskMAP PPC Services. Mr. Sagul presented staff recommendation to authorize the Executive Director to amend contract 13/14-147 with Taylor Engineering, Inc. by increasing the contract amount \$60,000 for FEMA FY 2015 RiskMAP PPC Services in the Econfina and Steinhatchee Watersheds.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND CONTRACT 13/14-147 WITH TAYLOR ENGINEERING, INC. BY INCREASING THE CONTRACT AMOUNT \$60,000 FOR FEMA FY 2015 RISKMAP PPC SERVICES IN THE ECONFINA AND STEINHATCHEE WATERSHEDS. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 21 – Permitting Summary Report. The Permitting Summary Report was provided as an informational item in the Board materials.

Agenda Item No. 22 – Enforcement Status Report. The Enforcement Status Report was provided as an informational item in the Board materials.

#### **EXECUTIVE OFFICE**

Agenda Item No. 23 – Authorization for the Executive Director to Enter Into an Agreement from the Florida Department of Environmental Protection to Receive Funds for the Hornsby Springs Water Quality Improvement Project. Glenn Horvath, Ag/Special Advisory Director, presented staff recommendation to the Governing Board to authorize the Executive Director to enter into an Agreement with the Florida Department of Environmental Protection to receive grant for the Hornsby Springs Water Quality Improvement Project in the amount of \$450,000.

MRS. JOHNS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RECEIVE GRANT FOR THE HORNSBY SPRINGS WATER QUALITY IMPROVEMENT PROJECT IN THE AMOUNT OF \$450,000. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 24 – Approval of Memorandum of Understanding with City of High Springs to Implement the Hornsby Springs Water Quality Improvement Project. Mr. Horvath presented staff recommendation to authorize the Executive Director to enter into a Memorandum of Understanding with the City of High Springs to Implement the Hornsby Springs Water Quality Improvement Project for an amount not-to-exceed \$500,000.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF HIGH SPRINGS TO IMPLEMENT THE HORNSBY SPRINGS WATER QUALITY IMPROVEMENT PROJECT FOR AN AMOUNT NOT-TO-EXCEED \$500,000. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 25 - Authorization to Enter into Contracts with Nine Dairies for Nutrient Reduction Projects. Darrell Smith, Ag Director, presented staff recommendation to authorize the Executive Director to enter into contracts with nine dairy farms to provide cost share for nutrient reduction and water saving projects.

Paul Still provided comments to the Board.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACTS WITH NINE DAIRY FARMS TO PROVIDE COST SHARE FOR NUTRIENT REDUCTION AND WATER SAVING PROJECTS. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 26 - Approval of Springs Grants from the Florida Department of Environmental Protection. Abby Johnson, Governmental Affairs and Communications Coordinator, presented staff recommendation to accept springs grant funds in the amount of \$2,000,000 from the Department of Environmental Protection for the Fanning Springs Water Quality Improvement Project Phase II.

Paul Still provided comments to the Board.

MRS. SANCHEZ MADE A MOTION TO ACCEPT SPRINGS GRANT FUNDS IN THE AMOUNT OF \$2,000,000 FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FANNING SPRINGS WATER QUALITY IMPROVEMENT PROJECT PHASE II. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 27 - Amendment to Interlocal Agreement No.14/15-080 with City of Fanning Springs to Include the Fanning Springs Water Quality Improvement Project Phase II. Ms. Johnson presented staff recommendation to the Governing Board to approve and authorize the Executive Director to execute the First Amendment to Interlocal Agreement No. 14/15-080 with City of Fanning Springs to include the addition of Fanning Springs Water Quality Improvement Project Phase II in the amount of \$2,120,000.

MRS. SANCHEZ MADE A MOTION TO APPROVE AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT NO. 14/15-080 WITH CITY OF FANNING SPRINGS TO INCLUDE THE ADDITION OF FANNING SPRINGS WATER QUALITY IMPROVEMENT PROJECT PHASE II IN THE AMOUNT OF \$2,120,000. THE MOTION WAS SECONDED BY MR. WILLIAMS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, JOHNS, JONES, SANCHEZ AND WILLIAMS.)

Agenda Item No. 28 - Update on Legislation and Budget Passed During the 2016 Florida Legislative Session. Noah Valenstein, updated the Board on Legislation and Appropriations passed during the 2016 Florida Legislative Session.

Agenda Item No. 29 - Update on Solicitation of Projects for FDEP Springs Grants and District's SWIM and RIVER Programs. Mr. Valenstein updated the Board on Solicitation of Projects for FDEP Springs Grants and District's SWIM and RIVER Programs.

Agenda Item No. 30 – North Florida Regional Water Supply Partnership Stakeholder Advisory Committee Update. A North Florida Regional Water Supply Partnership Stakeholder Advisory Committee update was provided as an informational item in the Board materials.

Agenda Item No. 31 - District's Weekly Activity Reports. The District's Weekly Activity Reports were provided as an informational item in the Board materials.

Paul Still provided comments to the Board regarding the Regional Water Supply Plan development by the District.

Agenda Item No. 32 – Announcements

- Charles Shinn, Florida Farm Bureau, invited the Board to the Annual CARES dinner on May 5, 2016.

Agenda Item No. 33 - Adjournment

Meeting adjourned at 11:03 a.m.

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Chair

ATTEST:

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UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

SABAL TRAIL TRANSMISSION, LLC

Plaintiff,

vs.

Case no.: 3:16-cv-00335-HLA-JBT

Tract No(s): FL-HA-000.080, FL-SU-  
000.050, FL-SU-000.150

+/- 13.445 ACRES OF LAND, (+/-2.661  
ACRES IN HAMILTON COUNTY  
FLORIDA AND +/- 10.784 ACRES IN  
SUWANNEE COUNTY FLORIDA),  
SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT,

Defendant.

\_\_\_\_\_ /

**STIPULATED FINAL JUDGMENT**

THIS CAUSE having come before the Court on the Joint Motion for Entry of Final Judgment of Plaintiff, Sabal Trail Transmission, LLC (“Sabal Trail”), and Defendant, Suwannee River Water Management District (“SRWMD”), and the Court, being fully advised in the premises, finds as follows:

1. The Court has jurisdiction pursuant to the Natural Gas Act 15 U.S.C. § 717, et al.
2. The parties have stipulated to the settlement of all matters between them concerning the above styled action on the terms set out herein.
3. Attached hereto as Exhibit “A” is a certain easement (the “Easement”). The Easement is in the form of an easement which could be granted by SRWMD to Sabal Trail over certain real property located in Hamilton County, Florida, which is designated by Sabal Trail as “FL-HA-000.080” and which is more particularly described in the Easement. The underlying fee

interest to the real property which is the subject of the Easement is held by SRWMD.

4. Attached hereto as Exhibit “B” is a certain consent to encroachment (the “Consent to Encroachment”). The Consent to Encroachment is in the form of a consent which could be granted by SRWMD to Sabal Trail for Sabal Trail to acquire an easement over certain real property located in Suwannee County, Florida, which is designated by Sabal Trail as “FL-SU-000.050” and “FL-SU-000.150” and which is more particularly described in the Consent to Encroachment. The underlying fee interest to the real property which is the subject of the Consent to Easement is held by a third party and encumbered by a conservation easement held by the SRWMD. The third party fee interest holder has agreed to convey an easement to Sabal Trail, subject to SRWMD’s consent.

5. Sabal Trail shall receive the property rights as set out in the Easement and the Consent to Encroachment and the parties shall otherwise comply with the terms thereof. In exchange, Sabal Trail shall pay SRWMD the total sum of \$17,250.00, as full compensation for all of the property rights transferred to Sabal Trail and in full settlement of all claims which could have been raised by SRWMD in the above styled condemnation action.

6. Notwithstanding anything else in this Stipulated Final Judgment, the Easement or the Consent to Easement to the contrary, SRWMD has not made any representation or given any warranty or guarantee concerning any title, right or interest in or to the property or property rights described in the Easement or the Consent to Easement. Further, nothing in this Stipulated Final Judgment shall be deemed to impose any obligation on SRWMD with regards thereto.

Therefore it is hereby ORDERED and ADJUDGED that:

1. All of the property rights which would have been transferred to Sabal Trail had SRWMD executed and delivered the Easement to Sabal Trail, are hereby transferred to and

vested in Sabal Trail. The Easement is approved by the Court and the parties, and their heirs, successors and assigns, are ordered to comply with each and every provision thereof, except that the payment of compensation to SRWMD shall be as provided in this Stipulated Final Judgment.

2. All of the rights which would have been transferred to Sabal Trail had SRWMD executed and delivered the Consent to Encroach to Sabal Trail, are hereby transferred to and vested in Sabal Trail. The Consent to Encroach is approved by the Court and the parties, and their heirs, successors and assigns, are ordered to comply with each and every provision thereof, except that the payment of compensation to SRWMD shall be as provided in this Stipulated Final Judgment.

3. Within ten (10) days after the entry of this Stipulated Final Judgment, Sabal Trail shall pay the SRWMD the total sum of \$17,250.00. Sabal Trail shall make such payment by delivering a check for such sum, made payable to “Suwannee River Water Management District” to the SRWMD’s main office located at 9225 CR 49, Live Oak, Florida 32060.

4. Jurisdiction is retained for the sole purpose of enforcing this Stipulated Final Judgment.

DONE AND ORDERED in Chambers this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
United States District Judge

Copies furnished to:

**JOINT MOTION**

Plaintiff Sabal Trail Transmission, LLC and Defendant Suwannee River Water Management District together move for entry of the foregoing Stipulated Final Judgment. The undersigned counsels are authorized to enter into this Joint Motion.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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George T. Reeves  
Attorney for Defendant  
Suwannee River Water Management Dist.  
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Bruce Harris  
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**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

**EASEMENT**

THIS EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, hereinafter referred to as "GRANTOR," and SABAL TRAIL TRANSMISSION, LLC, a Delaware limited liability company, hereinafter referred to as "GRANTEE."

WHEREAS, GRANTOR is the owner of the hereinafter described real property; and

WHEREAS, GRANTEE is a natural gas pipeline company subject to the Natural Gas Act, 15 U.S.C. §717, *et seq*; and

WHEREAS, GRANTEE has applied to the Federal Energy Regulatory Commission for a Certificate of Public Convenience and Necessity ("Certificate") for its planned interstate natural gas pipeline project ("Pipeline Facilities"), identified by Docket No. CP15-17-000; and

WHEREAS, GRANTEE has received Environmental Resource Permit number 328333-001 (the "ERP Permit") from the Florida Department of Environmental Protection ("FDEP") for the portion of the Pipeline Facilities located in Florida; and

WHEREAS, GRANTEE's proposed route for its Pipeline Facilities approved in the ERP Permit crosses the real property owned by GRANTOR; and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for the construction and maintenance of a portion of the Pipeline Facilities as approved in the ERP Permit; and

NOW THEREFORE, GRANTOR, for good and valuable consideration and mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the real property in Hamilton County, Florida described on composite Exhibit A attached hereto for purpose of the Pipeline Facilities including constructing, laying, maintaining, operating, inspecting, altering, repairing, replacing, removing, reconstructing, relocating, changing the size of, and abandoning a pipeline, from time to time, and any and all necessary or useful appurtenances thereto, including but not limited to fittings, cathodic protection devices, pipeline markers, pipeline data acquisition and telecommunication equipment, electric service for same, and other appurtenant facilities whether above or below ground, all of which shall be and remain the property of GRANTEE, for the

## EXHIBIT A to STIPULATED FINAL JUDGMENT

transportation of natural gas and all by products thereof or any which can be transported through pipelines, under, upon, over and through the property described in Exhibit A attached hereto subject to the following terms and conditions:

1. TITLE DISCLAIMER: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit A attached hereto.
2. TERM: For the area identified as “permanent pipeline easement” on Exhibit A attached hereto, the term of the easement shall be permanent. For the areas identified as “temporary easements” on Exhibit A, the easement will expire on May 1, 2018. However, Grantee’s right of access for restoration and monitoring activities shall expire five (5) years after the date on which Grantee completes the initial construction and installation of the Pipeline Facilities.
3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the construction, operation and maintenance of the Pipeline Facilities upon and across the property described in Exhibit A during the term of this easement. This easement shall be non- exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the easement areas which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

At the conclusion of any construction, GRANTEE shall remove all debris and other construction related materials from the permanent and temporary easement areas, and, other than any permanent improvements to remain in the permanent easement, GRANTEE shall return the easement areas to the same condition, including the grade and slope, that existed prior to the commencement of GRANTEE’s construction. In addition, at the conclusion of construction, GRANTEE shall allow the easement areas to naturally revegetate, except for the 50-foot permanent pipeline easement. In uplands, the 50-foot permanent easement will be mowed periodically (approximately every 3 to 4 years). In wetlands, a 30-foot wide strip directly over the pipe will be maintained free of deeply rooted vegetation in accordance with Certificate requirements. GRANTOR will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of the Pipeline Facilities.

GRANTEE, its agents, successors, or assigns shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted

## EXHIBIT A to STIPULATED FINAL JUDGMENT

by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

In the areas where GRANTEE'S permanent easement impacts jurisdictional wetlands, and consistent with its Certificate conditions, GRANTEE shall only maintain, by mowing or other vegetative clearing, a 10' wide strip of land, 5' in width on either side of the centerline of its installed pipeline; GRANTEE shall only remove harmful or deep-rooted trees that have the potential to interfere with the operation and maintenance of its installed pipeline and that are located 15' on either side of the centerline of its installed pipeline; and GRANTEE shall not conduct any maintenance activities or clearing in the outer 10' of each side of its permanent easement area.

If timber is removed in connection with clearing this easement, the net proceeds from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit A during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR.

4. PAYMENT: For this easement, GRANTEE shall pay GRANTOR a total of \$\_\_\_\_\_. The entire payment shall be made by certified or cashier's check payable to the Suwannee River Water Management District prior to the final execution of this easement.
5. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.
6. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the easement and the works and operations of GRANTEE in any matter pertaining to this easement.
7. BINDING EFFECT AND INUREMENT: This easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as consent by GRANTOR to any assignment of this easement or any interest therein by GRANTEE.
8. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

## EXHIBIT A to STIPULATED FINAL JUDGMENT

9. INDEMNITY: GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida from any and all claims, actions lawsuits and demands of any kind or nature arising out of this easement.
10. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
11. VENUE PRIVILEGES: GRANTOR and GRANTEE agree that GRANTOR has venue privilege as to any litigation arising from matters relating to this easement.
12. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.
13. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.
14. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
15. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.
16. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

## EXHIBIT A to STIPULATED FINAL JUDGMENT

17. **TIME:** Time is expressly declared to be of the essence of this easement.
18. **CONVICTION OF FELONY:** If GRANTEE or any principal thereof is convicted of a felony during the term of this easement, such conviction shall constitute, at the option of GRANTOR, grounds for termination of this easement agreement.
19. **DEFAULT AND FORFEITURE:** Should GRANTEE, at any time during the term of this easement, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapters 10 or 11 of the Bankruptcy Reform Act of 1978, as amended; or make any assignments for the benefit of its creditors; or should a receiver or trustee be appointed for GRANTEE'S property because of GRANTEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should GRANTEE'S easement interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should GRANTEE fail promptly to make the necessary returns and reports required of it by state and federal law; should GRANTEE fail promptly to comply with all governmental regulations, both state and federal; should GRANTEE fail to comply with any of the terms and conditions of this easement and such failure shall in any manner jeopardize the rights of GRANTOR; then, in such event, and upon the happening of either or any of said events, GRANTOR shall have the right, at its discretion, to consider the same a default on the part of GRANTEE of the terms and provisions hereof, and, in the event of such default, GRANTOR shall have the option of either declaring this easement terminated, and the interest of GRANTEE forfeited, or maintaining this easement in full force and effect and exercising all rights and remedies herein conferred upon GRANTOR. The pendency of bankruptcy proceedings or arrangement proceedings to which GRANTEE shall be a party shall not preclude GRANTOR from exercising either option herein conferred upon GRANTOR. In the event GRANTEE, or the trustee or receiver of GRANTEE'S property, shall seek an injunction against GRANTOR'S exercise of either option herein conferred, such action on the part of GRANTEE, its trustee or receiver, shall automatically terminate this easement as of the date of the making of such application, and in the event the court shall enjoin GRANTOR from exercising either option herein conferred, such injunction shall automatically terminate this easement.
20. **PAYMENT OF TAXES AND ASSESSMENTS:** GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

EXHIBIT A to STIPULATED FINAL JUDGMENT

- 21. AUTOMATIC REVERSION: This easement is subject to automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.
- 22. RECORDING OF EASEMENT: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.
- 23. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.
- 24. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

IN WITNESS WHEREOF, this instrument has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signed, sealed and delivered in the presence of:

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
As its: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ of the Suwannee River Water Management District, who is personally known to me or who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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

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

DRAFT

EXHIBIT A to STIPULATED FINAL JUDGMENT

Signed, sealed and delivered  
in the presence of:

**SABAL TRAIL TRANSMISSION, LLC**, a  
Delaware limited liability company

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Tina V. Faraca, Vice President  
Sabal Trail Management, LLC, Operator

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Tina V. Faraca as Vice President of Sabal Trail Management, LLC, Operator for Sabal Trail Transmission, LLC, a Delaware limited liability company who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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

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

SABAL TRAIL TRANSMISSION  
 AREA OF PERMANENT EASEMENT  
 4783-000  
 CITY OF JENNINGS, HAMILTON COUNTY, FLORIDA

**Permanent Easement Area**

A permanent easement of fifty feet (50') width, in, over and across land now or formerly of SUWANNEE RIVER WATER MANAGEMENT DISTRICT, A FLORIDA STATUTES CHAPTER 373 WATER MANAGEMENT DISTRICT (Grantor), lying in Section 06 - Township 02N - Range 11E in the City of Jennings, Florida, designated as assessor tract 4783-000 with the County of Hamilton Property Appraiser, and more particularly described in Deed Book 333 Page 18 with the Official Clerk of Courts Records of Hamilton County (OR). Said permanent easement is defined as an offset each side of a proposed pipeline centerline and is more particularly described as follows:

Beginning at a point of intersection of the southerly boundary of land now or formerly of RICHARD KELLEY AND SHIRLEY KELLEY, HIS WIFE designated as assessor parcel 5098-000 and more particularly described in Deed Book 597 Page 248, with said proposed pipeline, said POINT OF BEGINNING having a UTM Zone 17 North NAD83 (2007) US Survey Feet Coordinate of North 11,116,857.95 and East 930,705.69, where said permanent easement is defined as being fifty feet (50') in width, twenty-five feet (25') offset each side of said proposed pipeline centerline, thence passing through said lands of the Grantor along said proposed pipeline the following courses and distances:

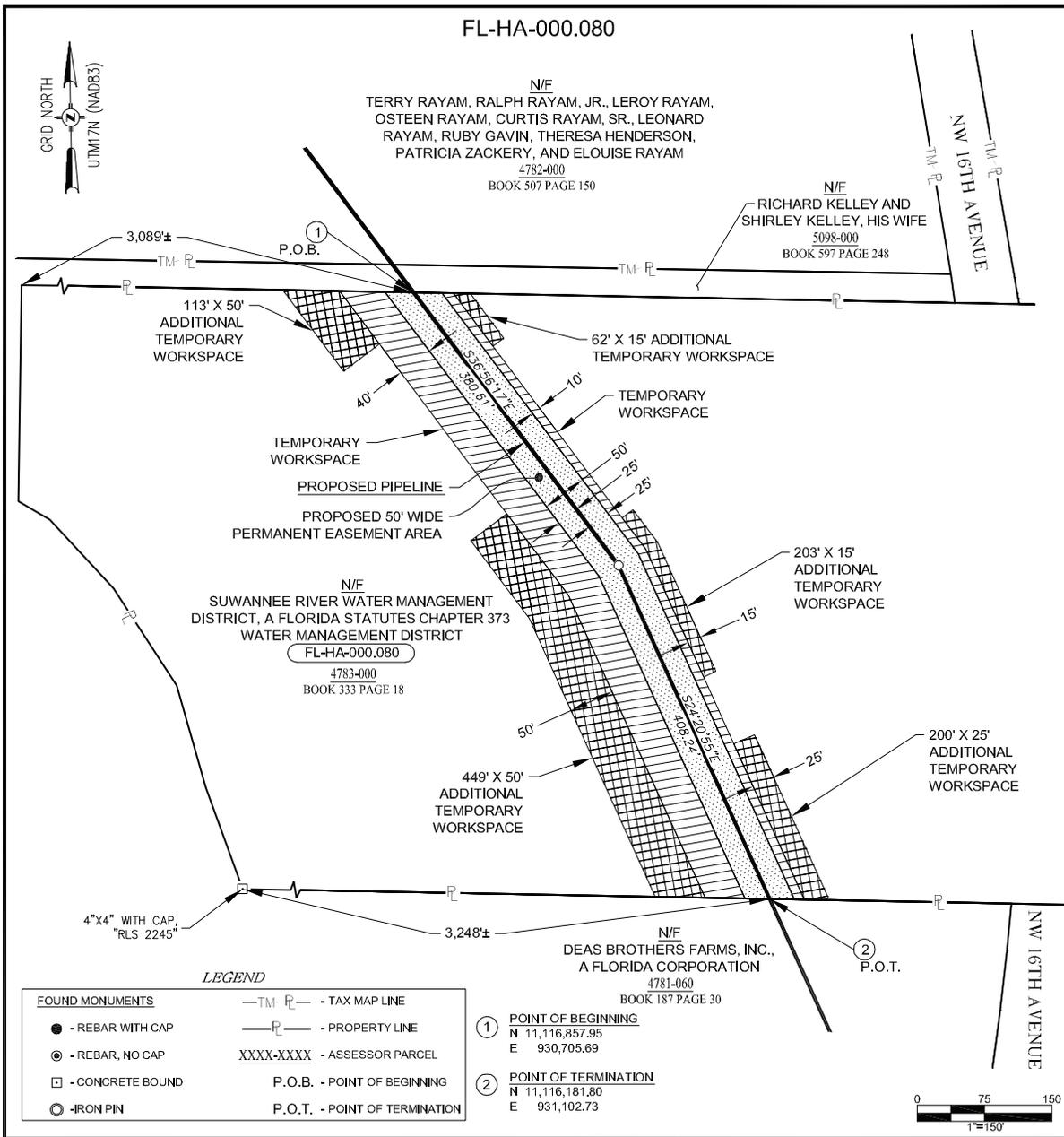
- S 36° 56' 17" E            a distance of three hundred eighty and sixty-one hundredths feet (380.61') more or less, to a point, thence;
- S 24° 20' 55" E            a distance of four hundred eight and twenty-four hundredths feet (408.24') more or less to a point of intersection of the northerly boundary of land now or formerly of DEAS BROTHERS FARMS, INC., A FLORIDA CORPORATION designated as assessor parcel 4781-060 and more particularly described in Deed Book 187 Page 30, with said proposed pipeline, and the POINT OF TERMINATION, which concludes the defined Permanent Easement Area as it pertains to the Grantor's land described herein (said POINT OF TERMINATION having a UTM Zone 17 North NAD83 (2007) US Survey Feet Coordinate of North 11,116,181.80 and East 931,102.73).

The above described Permanent Easement Area contains 0.905 acres more or less, and is also depicted on a plat prepared by SGC Engineering, LLC entitled: "FL-HA-000.080 - PERMANENT PIPELINE EASEMENT & TEMPORARY WORKSPACE AREAS, OWNER: "SUWANNEE RIVER WATER MANAGEMENT DISTRICT", Dated: December 3<sup>rd</sup> 2014, previously unrecorded but made a part of this conveyance.

The intent of this deed is to describe and convey a contiguous permanent easement of fifty feet (50') width, herein defined as an offset each side of a proposed pipeline centerline, in as much the Grantor has rights from land now or formerly of RICHARD KELLEY AND SHIRLEY KELLEY, HIS WIFE to land now or formerly of DEAS BROTHERS FARMS, INC., A FLORIDA CORPORATION. Easement limits propagate by, along, and through the land of the Grantor, to the extent as shown on EXHIBIT A or as a subsequent boundary survey may determine.

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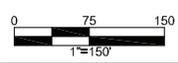
Raymond J. Hintz  
 State of Florida  
 Professional Surveyor and Mapper No. PSM4908



**LEGEND**

● - REBAR WITH CAP	—TM PL— - TAX MAP LINE
⊙ - REBAR, NO CAP	—PL— - PROPERTY LINE
□ - CONCRETE BOUND	XXXX-XXXX - ASSESSOR PARCEL
○ - IRON PIN	P.O.B. - POINT OF BEGINNING
	P.O.T. - POINT OF TERMINATION

- ① POINT OF BEGINNING  
 N 11,116,857.95  
 E 930,705.69
- ② POINT OF TERMINATION  
 N 11,116,181.80  
 E 931,102.73



**NOTES:**

- 1) THE LOCUS PARCEL IS KNOWN AS TRACT 4783-000. ABUTTING PROPERTY OWNER INFORMATION REFERENCED HEREON WAS TAKEN FROM THE HAMILTON COUNTY PROPERTY APPRAISER'S DATA AS OF THE DATE OF THIS SURVEY.
- 2) THE PROPERTY LINES AS SHOWN HEREON ARE BASED ON A FIELD SURVEY CONDUCTED ON JANUARY 18th 2014, AND PROPERTY RETRACEMENT OF A LIMITED TITLE CERTIFICATE PROVIDED BY OTHERS. THIS MAP MEETS OR EXCEEDS THE MINIMUM STANDARD REQUIREMENTS FOR A SPECIAL PURPOSE SURVEY AS SET OUT IN 5J-17.050(10)(J) F.A.C.
- 3) THE INTENT OF THIS SPECIAL PURPOSE SURVEY MAP IS TO DEPICT A CONTIGUOUS PERPETUAL EASEMENT TOGETHER WITH ASSOCIATED TEMPORARY WORKSPACES FOR THE OPERATION, MAINTENANCE, AND CONSTRUCTION OF A NATURAL GAS PIPELINE. NO REPORT WAS PREPARED IN CONJUNCTION WITH THIS MAP.
- 4) THE BEARINGS SHOWN HEREON REFER TO UTM ZONE 17 NORTH, NAD 83 (2007), US SURVEY FEET, AND ARE BASED ON GPS OBSERVATIONS. SURVEYED DISTANCES SHOWN ARE GRID DISTANCES IN US SURVEY FEET, AND WERE COMPUTED BY APPLYING A COMBINED SCALE FACTOR OF 1.00017762.
- 5) SURVEY DATA UTILIZED IN PREPARATION OF THESE PLANS WAS COLLECTED UTILIZING RTK-GPS EQUIPMENT AND TECHNIQUES. HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED BY SGC ENGINEERING, LLC, TO AN ACCURACY WHICH EXCEEDS A 1:10,000 CLOSURE, AND IS DOCUMENTED IN A GEODETIC SURVEY CONTROL REPORT DATED SEPTEMBER 13th 2013. THE EXPECTED RELATIVE ACCURACY OF SURVEY DATA IS 0.1' HORIZONTALLY AND 0.2' VERTICALLY. RECORDS OF MEASUREMENT AND REPORTS USED TO PRODUCE THIS MAP SHALL BE MAINTAINED BY SGC ENGINEERING, LLC.
- 6) THIS PLAN AND ALL WORK ASSOCIATED WITH IT WAS PERFORMED BY: SGC ENGINEERING, LLC, PROFESSIONAL SURVEYOR & MAPPER FLORIDA BUSINESS LICENSE NO. LB7979; PRINCIPAL ADDRESS: 501 COUNTY ROAD, WESTBROOK, ME 04092.

**RECORD DEED(S):**

- A WARRANTY DEED OF CONVEYANCE UNTO SUWANNEE RIVER WATER MANAGEMENT DISTRICT, A FLORIDA STATUTES CHAPTER 373 WATER MANAGEMENT DISTRICT, RECORDED IN DEED BOOK 333 PAGE 18 ON DECEMBER 10th 1993 IN THE PUBLIC RECORDS OF THE CLERK OF COURTS - COUNTY OF HAMILTON.

PERMANENT EASEMENT	=	39,445 sq-ft	(0.905 ac)
TEMPORARY WORKSPACE	=	39,575 sq-ft	(0.908 ac)
ADDITIONAL TEMPORARY WORKSPACE	=	36,950 sq-ft	(0.848 ac)
TEMPORARY ACCESS ROAD (25' WIDTH)	=	0 sq-ft	(0 ac)

PLAT NUMBER: 1657-PL-DG-37517

**CERTIFICATE OF SURVEYOR**

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR A "SPECIAL PURPOSE SURVEY". THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

RAYMOND J. HINTZ  
 PROFESSIONAL SURVEYOR AND MAPPER PSM4908

**REVISIONS**

NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
0	12/03/14	WAM	ISSUED FOR ACQUISITION	1172001.6	RJH



**SGC ENGINEERING, LLC**  
 501 County Road  
 Westbrook, Maine 04092  
 Tel: 207-347-8100 Fax: 207-347-8101

SECTION: 06	TOWNSHIP: 02N	RANGE: 11E
DRAWN: WAM	CHECKED: DGM	APPROVED: RJH
DATE: 11/04/14	DATE: 11/13/14	DATE: 12/01/14
NAME: FL-HA-000.080.DWG	PAGE 1 of 1	

**PERMANENT PIPELINE EASEMENT & TEMPORARY WORKSPACE AREAS**

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

CITY: JENNINGS, LC 14 LENGTH ACROSS PROPERTY  
 PIPELINE: 789 ft  
 CNTY: HAMILTON STATE: FL ACCESS RD.: NA ft



## EXHIBIT B to STIPULATED FINAL JUDGMENT

Prepared by and Return to:

Harris Harris Bauerle Sharma  
1201 E. Robinson Street  
Orlando, Florida 32801

### CONSENT TO ENCROACHMENT

The **Suwannee River Water Management District** (“SRWMD”), being the Grantee of a certain conservation easement encumbering parcels of real property specifically identified below, which are subject to the threat of condemnation, does hereby enter into this Consent to Encroachment Agreement (“Consent”) with **Sabal Trail Transmission, LLC**, a Delaware limited liability company, (“Sabal Trail”), and does hereby consent to the current fee owners of the parcels of real property granting permanent and temporary easements to Sabal Trail that are necessary for its natural gas pipeline project subject to the rights, covenants, and limitations contained herein.

Whereas, Sabal Trail is a natural gas pipeline company subject to the Natural Gas Act, 15 *U.S.C.* §717, *et seq*; and

Whereas, on February 2, 2016 the Federal Energy Regulatory Commission issued a Certificate of Public Convenience and Necessity (“FERC Certificate”) to Sabal Trail for its interstate natural gas pipeline project (“Project”), Docket No. CP15-17-000; and

Whereas, the Florida Department of Environmental Protection has issued an Environmental Resource Permit, permit number 328333-001 (the “ERP Permit”) authorizing the construction of the Project; and

Whereas, Sabal Trail’s approved route for the Project crosses certain parcels of real property encumbered by a conservation easement granted to the SRWMD more particularly described on Exhibit “A”, attached hereto and made a part hereof (the owners referenced above and listed in Exhibit “A” are collectively referred to herein as the “Owners”; the real properties referenced above and listed in Exhibit “A” are collectively referred to herein as the “Properties”; the above described conservation easement which is listed in Exhibit “A” is referred to herein as the “Conservation Easement”); and

Whereas, subsection 704.06(11), Florida Statutes (2014), authorizes the use of lands encumbered by a conservation easement for pipeline transmission and distribution facilities; and

Whereas, any effects on the ecological value of the above referenced parcels for mitigation is or will be addressed by the above referenced ERP Permit.

Now therefore, in exchange for good and valuable consideration, the sufficiency of which is hereby accepted, the parties agree as follows:

1. The SRWMD and Sabal Trail stipulate and agree that the statements and information contained in the introductory paragraphs and recitals of this Consent are true and correct and incorporated herein by this reference.

## EXHIBIT B to STIPULATED FINAL JUDGMENT

2. The SRWMD acknowledges and consents to the Owners of the Properties granting to Sabal Trail the permanent and temporary easements necessary for the construction operation and maintenance of the Pipeline Facilities, and further consents to Sabal Trail conducting activities within those permanent and temporary easements as limited by and subject to the ERP Permit and the provisions herein.

3. The location of the permanent and temporary easements subject to this Consent are shown on Composite Exhibit "B" attached hereto and made a part hereof. This Consent is limited exclusively to the proposed locations shown on the Composite Exhibit "B" and Sabal Trail may not relocate the Project within the Conservation Easement without the prior written consent and approval of the SRWMD. Sabal Trail may not alter the grade or permit such alteration anywhere in the Conservation Easement without the express written consent of the SRWMD.

4. The temporary easements to be acquired by Sabal Trail shall expire no later than May 1, 2018. However, Sabal Trail's right of access for restoration and monitoring activities shall expire five (5) years after the date on which Sabal Trail completes the initial construction and installation of the Project. At the conclusion of any construction, Sabal Trail shall remove all debris and other construction related materials from the Conservation Easement, and, other than any permanent improvements allowed by the permanent and temporary easements, Sabal Trail shall return the Conservation Easement to the same topographic condition, including the grade and slope, that existed prior to the commencement of Sabal Trail's construction. In addition, at the conclusion of construction Sabal Trail shall allow the Conservation Easement to naturally revegetate, except for the 50-foot permanent pipeline easement. In uplands, the 50-foot permanent easement may be mowed periodically (approximately every 3 to 4 years). In wetlands, a 30-foot wide strip directly over the pipe will be maintained free of deeply rooted vegetation in accordance with Certificate requirements. The SRWMD will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of the Pipeline Facilities.

5. In the areas where Sabal Trail's permanent easement impacts jurisdictional wetlands, and consistent with its Certificate conditions, Sabal Trail shall only maintain by mowing or other vegetative clearing a 10' strip of land, 5' on either side of the centerline of its installed pipeline; Sabal Trail shall only remove harmful and/or deep-rooted trees that have the potential to interfere with the operation and maintenance of its installed pipeline and that are located 15' on either side of the centerline of its installed pipeline; and Sabal Trail shall not conduct any maintenance activities or clearing in the outer 10' of each side of its permanent easement area.

6. Sabal Trail shall mitigate any and all impacts to jurisdictional wetlands as required pursuant to the ERP Permit.

7. Sabal Trail shall at all times conduct activities within the Conservation Easement in such a manner as not to interfere with or impede the purpose or terms of the Conservation Easement other than as specifically authorized by this Consent.

8. The SRWMD is receiving compensation from Sabal Trail for this Consent as provided in paragraph 9 below. Because the SRWMD is receiving compensation pursuant to the provisions of paragraph 9, the SRWMD waives any and all claims for apportionment it may have to compensation paid to Owners for acquiring the necessary pipeline easements over the Properties in exchange for the consideration paid directly to the SRWMD by Sabal Trail for the encroachment into the SRWMD's conservation easement.

## EXHIBIT B to STIPULATED FINAL JUDGMENT

9. **Payment.** As consideration for this Consent, and prior to final execution of this Consent, Sabal Trail shall pay SRWMD a total of \$\_\_\_\_\_, which is the appraised value for SRWMD's property interests in the Conservation Easement necessary for Sabal Trail's planned interstate natural gas pipeline project. Sabal Trail shall pay this fee to the SRWMD by certified or cashier's check payable to the Suwannee River Water Management District prior to final execution of this Consent.

10. **Risk and Liability.** Sabal Trail assumes all risks and liability resulting or arising from or relating to Sabal Trail's use of the Conservation Easement and the installation, construction, use, maintenance, repair or replacement of the Pipeline Facilities. The SRWMD shall not be liable for any damage to or caused by the Pipeline Facilities. Any SWRMD property damaged or destroyed by Sabal Trail or its agents, employees, invitees, contractors, or subcontractors shall be repaired or replaced by the SRWMD at Sabal Trail's expense and payment is due upon Sabal Trail's receipt of an invoice from the SRWMD.

11. **Indemnification.** Sabal Trail agrees to defend, indemnify, save and hold harmless the SRWMD, the State of Florida, and its officers, agents and employees (the "Indemnified Parties"), from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs, and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons, regardless of apportionment of negligence, that may arise out of, or be occasioned by, the negligence, misconduct, action, inaction or omission of Sabal Trail, its officers, agents, associates, employees, contractors, subcontractors, subconsultants entering into the Conservation Easement or that may arise out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair, replacement or presence of the Pipeline Facilities.

In addition, Sabal Trail agrees to defend, indemnify, save and hold harmless the Indemnified Parties from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, testing, inspections, removal or remediation activities), fees or expense, including reasonable attorney's fees, arising from: (a) non-compliance with any laws, regulations and orders applicable to the operation and maintenance of the Pipeline Facilities; and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Conservation Easement caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Pipeline Facilities that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, (iv) adversely affect human health or the environment at or near the Conservation Easement; or (v) constitute a violation of the terms of this Consent.

12. This Consent shall terminate upon the abandonment of the Pipeline Facilities.

13. Except to the extent and in the manner specifically provided in this Consent, all of the terms, rights, powers, privileges, duties, obligations, liabilities and restrictions of the aforementioned Conservation Easement shall remain in full force and effect. This Consent in no way constitutes a waiver by the SRWMD of its rights under the Conservation Easement. This Consent merely defines the terms by which the SRWMD will not object, and Sabal Trail must obtain permission from the underlying fee owner. This Consent shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of the SRWMD under the Conservation Easement.

EXHIBIT B to STIPULATED FINAL JUDGMENT

14. This instrument and the covenants and agreements herein contained shall extend to and be binding upon Sabal Trail and its successors and assigns, and the benefits of this Consent shall run with the land. Sabal Trail shall record this fully executed instrument in the public records of each county within which the Properties are located.

15. This Consent shall be governed by and interpreted according to the laws of the State of Florida, and any litigation between the parties related to this instrument shall be initiated and maintained only in Suwannee County, Florida.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE(S) FOLLOW]**

EXHIBIT B to STIPULATED FINAL JUDGMENT

IN WITNESS WHEREOF, this instrument has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signed, sealed and delivered  
in the presence of:

**SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
As its: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ Suwannee River Water Management District, as agent for and on behalf of the Suwannee River Water Management District, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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

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

EXHIBIT B to STIPULATED FINAL JUDGMENT

Signed, sealed and delivered  
in the presence of:

**SABAL TRAIL TRANSMISSION, LLC**, a  
Delaware limited liability company

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Tina V. Faraca, Vice President  
Sabal Trail Management, LLC, Operator

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by Tina V. Faraca as Vice President of Sabal Trail Management, LLC, Operator for Sabal Trail Transmission, LLC, a Delaware limited liability company who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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

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

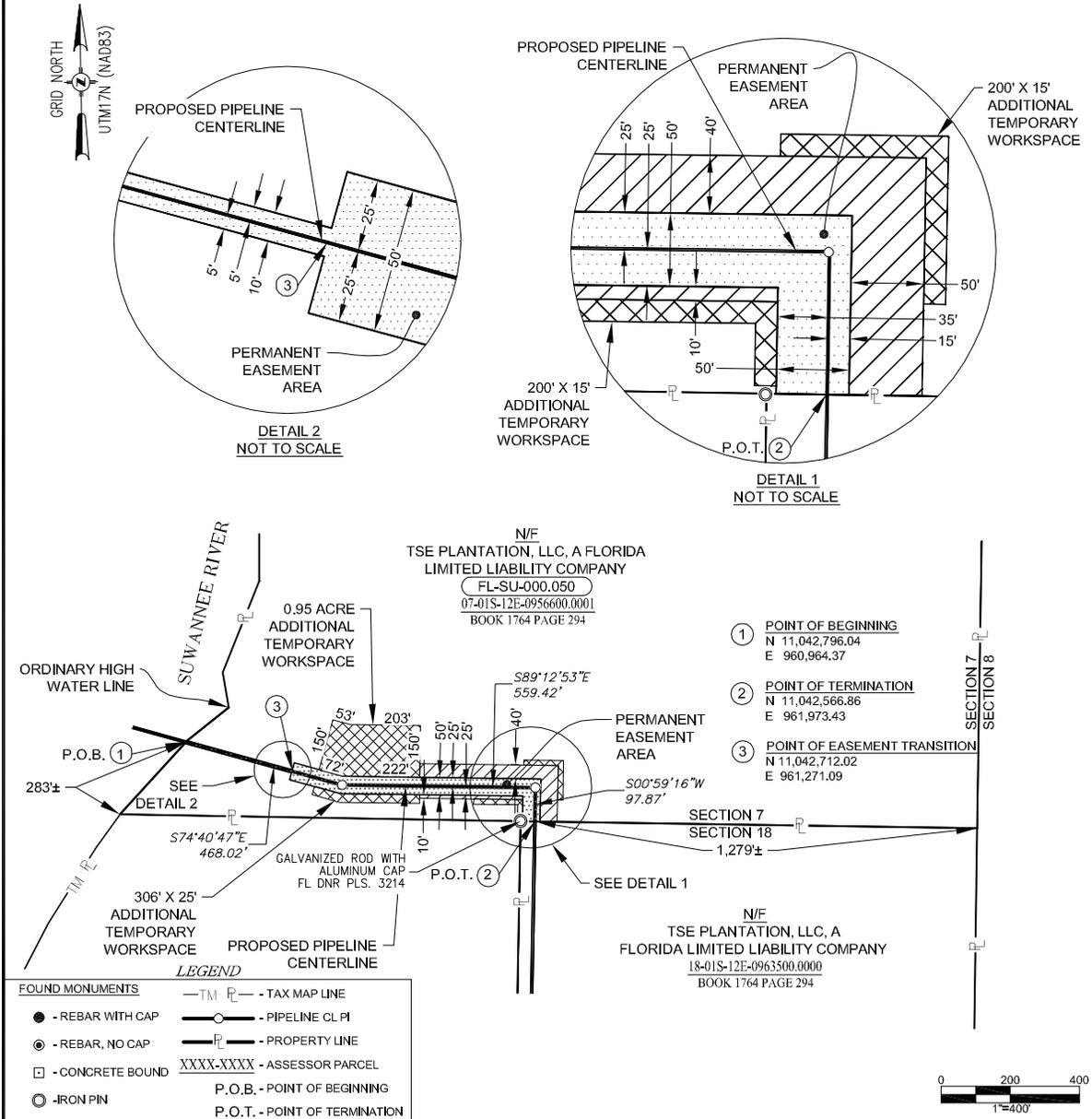
EXHIBIT B to STIPULATED FINAL JUDGMENT

**EXHIBIT "A"**

The Conservation Easement is fully described in the following original recorded document, and is hereby incorporated by reference:

Conservation Easement recorded in OR Book/Page: 769/318  
Dated October 19, 1999 and located in Suwannee County, Florida

FL-SU-000.050



**NOTES:**

- 1) THE LOCUS PARCEL IS KNOWN AS TRACT 07-01S-12E-0956600.001, ABUTTING PROPERTY OWNER INFORMATION REFERENCED HEREON WAS TAKEN FROM THE SUWANNEE COUNTY PROPERTY APPRAISER'S DATA AS OF THE DATE OF THIS SURVEY.
- 2) THE PROPERTY LINES AS SHOWN HEREON ARE BASED ON A FIELD SURVEY CONDUCTED IN OCTOBER 2014, AND PROPERTY RETRACEMENT OF A LIMITED TITLE CERTIFICATE PROVIDED BY REVOLUTION PIPELINE RESOURCES, LLC. THIS MAP MEETS OR EXCEEDS THE MINIMUM STANDARD REQUIREMENTS FOR A SPECIAL PURPOSE SURVEY AS SET OUT IN 5J-17.050(10)(J) F.A.C.
- 3) THE INTENT OF THIS SPECIAL PURPOSE SURVEY MAP IS TO DEPICT A CONTIGUOUS PERPETUAL EASEMENT TOGETHER WITH ASSOCIATED TEMPORARY WORKSPACES FOR THE OPERATION, MAINTENANCE, AND CONSTRUCTION OF A NATURAL GAS PIPELINE. NO REPORT WAS PREPARED IN CONJUNCTION WITH THIS MAP.
- 4) BEARINGS, DISTANCES (U.S. SURVEY FEET), AND COORDINATES (U.S. SURVEY FEET) ARE GRID REFERENCED TO UTM ZONE 17 NORTH NAD 83 (2007).
- 5) SURVEY DATA UTILIZED IN PREPARATION OF THESE PLANS WAS COLLECTED UTILIZING RTK-GPS EQUIPMENT AND TECHNIQUES. HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED BY SGC ENGINEERING, LLC, TO AN ACCURACY WHICH EXCEEDS A 1:10,000 CLOSURE, AND IS DOCUMENTED IN A GEODETIC SURVEY CONTROL REPORT DATED SEPTEMBER 13th 2013. THE EXPECTED RELATIVE ACCURACY OF SURVEY DATA IS 0.1' HORIZONTALLY AND 0.2' VERTICALLY. RECORDS OF MEASUREMENT AND REPORTS USED TO PRODUCE THIS MAP SHALL BE MAINTAINED BY SGC ENGINEERING, LLC.
- 6) THIS PLAN AND ALL WORK ASSOCIATED WITH IT WAS PERFORMED BY: SGC ENGINEERING, LLC, PROFESSIONAL SURVEYOR & MAPPER FLORIDA BUSINESS LICENSE NO. LB7979; PRINCIPAL ADDRESS: 501 COUNTY ROAD, WESTBROOK, ME 04092.

**RECORD DEED(S):**  
 - A SPECIAL WARRANTY DEED OF CONVEYANCE UNTO TSE PLANTATION, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED IN BOOK 1764 PAGE 294 ON AUGUST 23rd 2013 IN THE OFFICIAL RECORDS OF THE CLERK OF COURTS (OR) - SUWANNEE COUNTY.

PERMANENT EASEMENT	=	43,040 sq-ft	(0.988 ac)
TEMPORARY WORKSPACE	=	25,130 sq-ft	(0.577 ac)
ADDITIONAL TEMPORARY WORKSPACE	=	54,930 sq-ft	(1.261 ac)
TEMPORARY ACCESS ROAD (25' WIDTH)	=	0 sq-ft	(0.000 ac)

PLAT NUMBER: 1657-PL-DG-38044

**CERTIFICATE OF SURVEYOR**

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR A "SPECIAL PURPOSE SURVEY". THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

RAYMOND J. HINTZ  
 PROFESSIONAL SURVEYOR AND MAPPER PSM4908

REVISIONS					
NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
0	03/11/15	JAP	ISSUED FOR ACQUISITION	1172001.6	RJH

**SGC ENGINEERING, LLC**  
 501 County Road  
 Westbrook, Maine 04092  
 Tel: 207-347-8100 Fax: 207-347-8101

SECTION: 07 TOWNSHIP: 01S RANGE: 12E

DRAWN: JAP CHECKED: GB APPROVED: RJH  
 DATE: 02/18/15 DATE: 03/02/15 DATE: 03/11/15

NAME: FL-SU-000.050.DWG PAGE 1 of 1

**PERMANENT PIPELINE EASEMENT & TEMPORARY WORKSPACE AREAS**

TSE PLANTATION, LLC, A FLORIDA LIMITED LIABILITY COMPANY

CITY: ELLAVILLE, LA 22 LENGTH ACROSS PROPERTY: 1,125.31 ft  
 CNTY: SUWANNEE STATE: FL PIPELINE: ACCESS RD.: 0 ft

**Sabal Trail TRANSMISSION SM**

SABAL TRAIL TRANSMISSION  
AREA OF PERMANENT EASEMENT  
01-01S-12E-0956600.0001  
CITY OF ELLAVILLE, SUWANNEE COUNTY, FLORIDA

**Permanent Easement Area**

A permanent easement of varying width, in, over and across land now or formerly of TSE PLANTATION, LLC, A FLORIDA LIMITED LIABILITY COMPANY (Grantor), lying in Section 07 - Township 01S - Range 12E in the City of Ellaville, Florida, designated as assessor tract 07-01S-12E-0956600.0001 with the County of Suwannee Property Appraiser, and more particularly described in Book 1764 Page 294 with the Official Records of the Clerk of Courts of Suwannee County (OR). Said permanent easement is defined as an offset each side of a proposed pipeline centerline and is more particularly described as follows:

Beginning at a point of intersection of the easterly ordinary high water line of the Suwannee River, with said proposed pipeline centerline, said POINT OF BEGINNING having a UTM Zone 17 North NAD83 (2007) US Survey Feet Coordinate of North 11,042,796.04 and East 960,964.37, where said permanent easement is defined as being ten feet (10') in width, five feet (5') offset each side of said proposed pipeline centerline, thence passing through said lands of the Grantor along said proposed pipeline centerline the following course and distance:

- S 74° 40' 47" E a distance of three hundred eighteen and two hundredths feet (318.02') more or less to a point wherein said permanent easement transitions from ten feet (10') in width to fifty feet (50') in width; twenty five feet (25') offset each side of said proposed pipeline centerline (said point having a UTM Zone 17 North NAD83 (2007) US Survey Feet Coordinate of North 11,042,712.02 and East 961,271.09, thence continuing through land of the Grantor the following courses and distances:
- S 74° 40' 47" E a distance of one hundred fifty feet (150.00') more or less to a point, thence;
- S 89° 12' 53" E a distance of five hundred fifty-nine and forty-two hundredths feet (559.42') more or less to a point wherein said permanent easement transitions from twenty five (25') feet offset each side of proposed pipeline centerline to thirty-five (35.00') feet offset westerly and fifteen (15.00') feet offset easterly of said proposed pipeline centerline (said point having a UTM Zone 17 North NAD83 (2007) US Survey Feet Coordinate of North 11,042,712.02 and East 961,271.09, thence;
- S 00° 59' 16" W a distance of ninety-seven and eighty-seven hundredths feet (97.87') more or less to a point of intersection of the northerly boundary of other land now or formerly of TSE PLANTATION, LLC, A FLORIDA LIMITED LIABILITY COMPANY designated as tract 18-01S-12E-0963500.0000 and more particularly described in Book 1764 Page 294, with said proposed pipeline centerline, and the POINT OF TERMINATION, which concludes the defined permanent easement as it pertains to the Grantor's land described herein (said POT having a UTM Zone 17 North NAD83 (2007) US Survey Feet Coordinate of North 11,042,566.86 and East 961,973.43).

The above described Permanent Easement Area contains 0.988 acres more or less, and is also depicted on a plat prepared by SGC Engineering, LLC entitled: "FL-SU-000.050- PERMANENT PIPELINE EASEMENT & TEMPORARY WORKSPACE AREAS, OWNER: "TSE PLANTATION, LLC, A FLORIDA LIMITED LIABILITY COMPANY", Dated: March 11<sup>th</sup> 2015, previously unrecorded but made a part of this conveyance.

The intent of this deed is to describe and convey a permanent easement of ten feet (10') width, transitioning to fifty feet (50') in width, herein defined as an offset each side of a proposed pipeline centerline, in as much the Grantor has rights from high water mark of THE SUWANNEE RIVER to other land now or formerly of TSE PLANTATION LLC, A FLORIDA LIMITED LIABILITY COMPANY Easement limits propagate by, along, and through the land of the Grantor, to the extent as shown on EXHIBIT A or as a subsequent boundary survey may determine.

---

Raymond J. Hintz  
State of Florida  
Professional Surveyor and Mapper No. PSM4908

SABAL TRAIL TRANSMISSION  
AREA OF PERMANENT EASEMENT  
18-01S-12E-0963500.0000  
CITY OF LIVE OAK, SUWANNEE COUNTY, FLORIDA

**Permanent Easement Area**

A permanent easement of 50 feet width, in, over and across land now or formerly of TSE PLANTATION, LLC., A FLORIDA LIMITED LIABILITY COMPANY (Grantor), lying in Section 18- Township 01S - Range 12E in the City of LIVE OAK Florida, designated as assessor tract 18-01S-12E-0963500.0000 with the County of SUWANNEE Property Appraiser, and more particularly described in Book 1764 Page 294 with the Official Records of the Clerk of Courts of SUWANNEE County (OR). Said permanent easement is defined as an offset each side of a proposed pipeline centerline and is more particularly described as follows:

Beginning at a point of intersection of the southerly boundary of other land now or formerly of TSE PLANTATION, LLC., A FLORIDA LIMITED LIABILITY COMPANY, designated as tract 07-01S-12E-0956600.0001 and more particularly described in Book 1764 Page 294, with said proposed pipeline centerline, said POINT OF BEGINNING having a UTM Zone 17 North NAD83 (2007) US Survey Feet Coordinate of North 11,042,566.96 and East 961,966.96, where said permanent easement is defined as being 50 feet in width, 35 feet offset west and 15 feet offset east side of said proposed pipeline centerline, thence passing through said land of the Grantor along said proposed pipeline centerline the following course and distance:

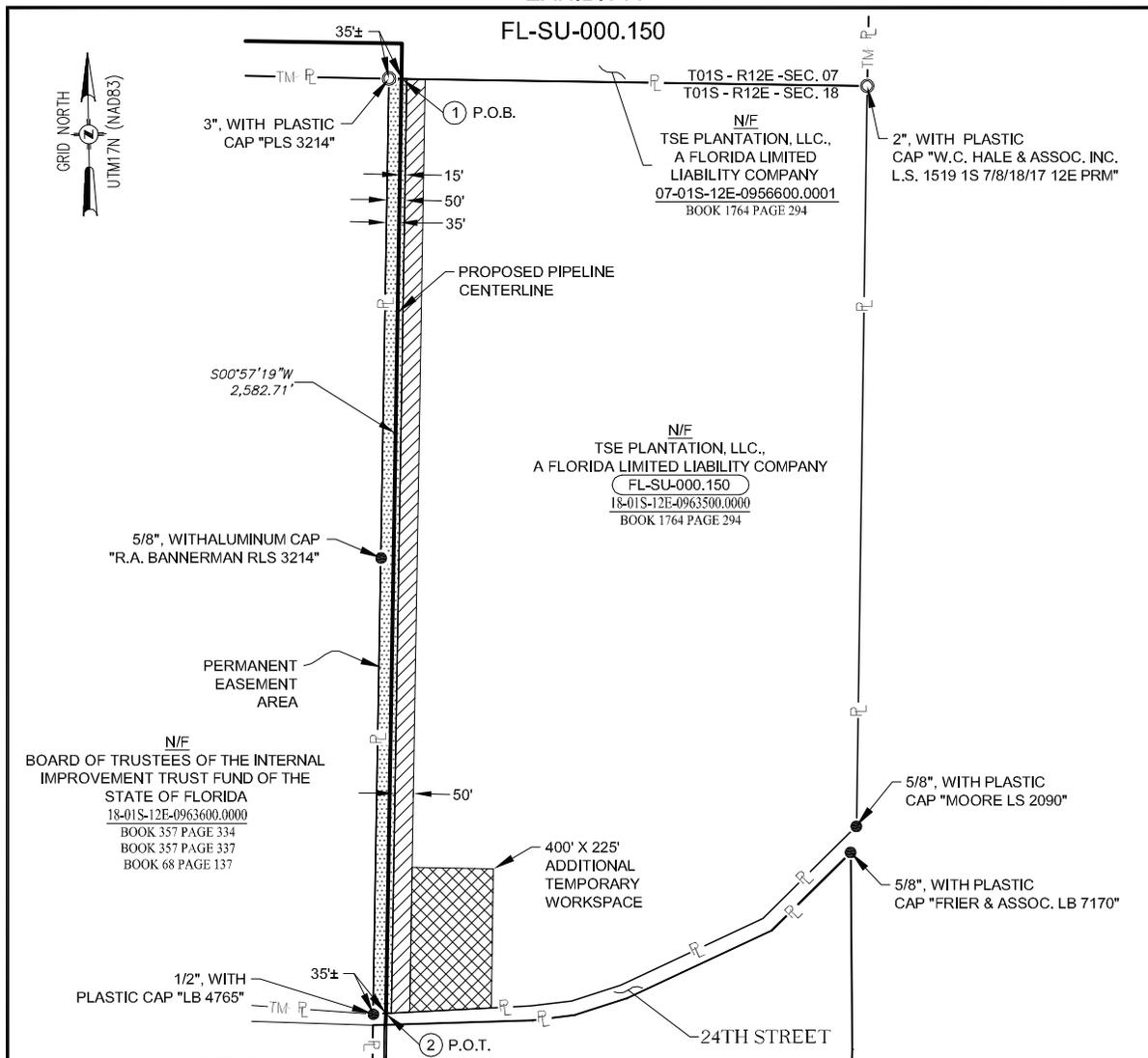
S 00° 57' 19" W            a distance of 2,582.71 feet, more or less, to a point of intersection of the northerly right-of-way line of 24<sup>th</sup> STREET with said proposed pipeline centerline, and the POINT OF TERMINATION, which concludes the defined permanent easement as it pertains to the Grantor's land described herein (said POT having a UTM Zone 17 North NAD83 (2007) US Survey Feet Coordinate of North 11,039,984.61 and East 961,923.90).

The above described Permanent Easement Area contains 2.971 acres more or less, and is also depicted on a plat prepared by SGC Engineering, LLC entitled: "FL-SU-000.150- PERMANENT PIPELINE EASEMENT & TEMPORARY WORKSPACE AREAS, OWNER: "TSE PLANTATION, LLC.", Dated: March 31<sup>st</sup> 2015, previously unrecorded but made a part of this conveyance.

The intent of this deed is to describe and convey a contiguous permanent easement of 50 feet width, herein defined as an offset each side of a proposed pipeline centerline, in as much the Grantor has rights from other land now or formerly of TSE PLANTATION, LLC., A FLORIDA LIMITED LIABILITY COMPANY to the northerly right-of-way line of 24<sup>th</sup> STREET. Easement limits propagate by, along, and through the land of the Grantor, to the extent as shown on EXHIBIT A or as a subsequent boundary survey may determine.

---

Raymond J. Hintz  
State of Florida  
Professional Surveyor and Mapper No. PSM4908



**LEGEND**

● - REBAR WITH CAP	—TM— - TAX MAP LINE
○ - REBAR, NO CAP	—○— - PIPELINE CL PI
□ - CONCRETE BOUND	— — - PROPERTY LINE
○ - IRON PIN	XXXX-XXXX - ASSESSOR PARCEL
	P.O.B. - POINT OF BEGINNING
	P.O.T. - POINT OF TERMINATION

- ① POINT OF BEGINNING  
N 11,042,566.96  
E 961,966.96
- ② POINT OF TERMINATION  
N 11,039,984.61  
E 961,923.90



**NOTES:**

- 1) THE LOCUS PARCEL IS KNOWN AS TRACT 18-01S-12E-0963500.0000, ABUTTING PROPERTY OWNER INFORMATION REFERENCED HEREON WAS TAKEN FROM THE SUWANNEE COUNTY PROPERTY APPRAISER'S DATA AS OF THE DATE OF THIS SURVEY.
- 2) THE PROPERTY LINES AS SHOWN HEREON ARE BASED ON A FIELD SURVEY CONDUCTED IN DECEMBER 2014, AND PROPERTY RETRACEMENT OF A LIMITED TITLE CERTIFICATE PROVIDED BY DOYLE LAND SERVICES, INC. THIS MAP MEETS OR EXCEEDS THE MINIMUM STANDARD REQUIREMENTS FOR A SPECIAL PURPOSE SURVEY AS SET OUT IN 6J-17.050(10)(J) F.A.C.
- 3) THE INTENT OF THIS SPECIAL PURPOSE SURVEY MAP IS TO DEPICT A CONTIGUOUS PERPETUAL EASEMENT TOGETHER WITH ASSOCIATED TEMPORARY WORKSPACES FOR THE OPERATION, MAINTENANCE, AND CONSTRUCTION OF A NATURAL GAS PIPELINE. NO REPORT WAS PREPARED IN CONJUNCTION WITH THIS MAP.
- 4) BEARINGS, DISTANCES (U.S. SURVEY FEET), AND COORDINATES (U.S. SURVEY FEET) ARE GRID REFERENCED TO UTM ZONE 17 NORTH NAD 83 (2007).
- 5) SURVEY DATA UTILIZED IN PREPARATION OF THESE PLANS WAS COLLECTED UTILIZING RTK-GPS EQUIPMENT AND TECHNIQUES. HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED BY SGC ENGINEERING, LLC, TO AN ACCURACY WHICH EXCEEDS A 1:10,000 CLOSURE, AND IS DOCUMENTED IN A GEODETIC SURVEY CONTROL REPORT DATED SEPTEMBER 13th 2013. THE EXPECTED RELATIVE ACCURACY OF SURVEY DATA IS 0.1' HORIZONTALLY AND 0.2' VERTICALLY. RECORDS OF MEASUREMENT AND REPORTS USED TO PRODUCE THIS MAP SHALL BE MAINTAINED BY SGC ENGINEERING, LLC.
- 6) THIS PLAN AND ALL WORK ASSOCIATED WITH IT WAS PERFORMED BY: SGC ENGINEERING, LLC, PROFESSIONAL SURVEYOR & MAPPER FLORIDA BUSINESS LICENSE NO. LB7979; PRINCIPAL ADDRESS: 501 COUNTY ROAD, WESTBROOK, ME 04092.

**RECORD DEED(S):**

- A SPECIAL WARRANTY DEED OF CONVEYANCE UNTO TSE PLANTATION, LLC., A FLORIDA LIMITED LIABILITY COMPANY, RECORDED IN BOOK 1764 PAGE 294 ON AUGUST 23rd 2013 IN THE OFFICIAL RECORDS OF THE CLERK OF COURTS (OR) - SUWANNEE COUNTY.

	PERMANENT EASEMENT	=	129,405 sq-ft	(2.971 ac)
	TEMPORARY WORKSPACE	=	129,000 sq-ft	(2.961 ac)
	ADDITIONAL TEMPORARY WORKSPACE	=	88,255 sq-ft	(2.026 ac)
	TEMPORARY ACCESS ROAD (25' WIDTH)	=	N/A sq-ft	(N/A ac)

PLAT NUMBER: 1657-PL-DG-38050

**CERTIFICATE OF SURVEYOR**

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR A "SPECIAL PURPOSE SURVEY". THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

RAYMOND J. HINTZ  
PROFESSIONAL SURVEYOR AND MAPPER PSM4908

**REVISIONS**

NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
0	03/31/15	WAM	ISSUED FOR ACQUISITION	1172001.6	RJH



**SGC ENGINEERING, LLC**  
501 County Road  
Westbrook, Maine 04092  
Tel: 207-347-8100 Fax: 207-347-8101

SECTION: 18 TOWNSHIP: 01S RANGE: 12E  
DRAWN: MCC CHECKED: GB APPROVED: RJH  
DATE: 3/16/15 DATE: 03/17/15 DATE: 03/30/15  
NAME: FL-SU-000.150.DWG PAGE 1 of 1

**PERMANENT PIPELINE EASEMENT & TEMPORARY WORKSPACE AREAS**  
TSE PLANTATION, LLC.  
CITY: LIVE OAK LC 25  
CITY: SUWANNEE STATE: FL  
LENGTH ACROSS PROPERTY  
PIPELINE: 2,582.71 ft  
ACCESS RD.: N/A ft



MEMORANDUM

TO: Governing Board

FROM: Roary Snider, Chief of Staff, Administration and Operations

DATE: April 30, 2016

RE: Approval of March 2016 Financial Report

RECOMMENDATION

**Staff recommends the Governing Board approve the March 2016 Financial Report and confirm the expenditures of the District.**

BACKGROUND

Subsection 373.553(1), F.S., authorizes the delegation of authority by the Governing Board to the Executive Director to disburse District funds, providing certification is made to the Board at the next regular meeting that such disbursement is proper, in order, and within budgetary limits. In compliance with the statutory provisions in Chapter 373, the Governing Board of the Suwannee River Water Management District has directed staff to prepare a Financial Report as attached.

If you have any questions about this recommendation or if you would like any further information regarding the District's financial transactions, please contact me.

RS/pf  
Attachments

**Suwannee River Water Management District  
Cash Report  
March 2016**

<b>ACCOUNT</b>	<b>Monthly Interest</b>	<b>Interest Rate %</b>	<b>Closing Balance</b>
Bank of America Permit Fee	-	-	\$281,636.81
First Federal Permit Fee	\$5.10	0.30%	\$20,715.25
First Federal Depository	\$517.98	0.54%	\$1,836,165.27
SPIA	\$62,087.59	1.43%	\$50,640,210.26
TOTAL	\$62,610.67		\$52,778,727.59

**Suwannee River Water Management District  
Statement of Sources and Uses of Funds  
For the Month ending March 31, 2016  
(Unaudited)**

<b>Sources</b>	<b>Current Budget</b>	<b>Actuals Through 3/31/2016</b>	<b>Variance (Under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
Ad Valorem Property Taxes	\$5,580,000	\$ 4,772,379	\$ (807,621)	86%
Intergovernmental Revenues	\$22,043,352	\$ 9,649,184	(12,394,168)	44%
Interest on Invested Funds	\$300,000	\$ 293,822	(6,178)	98%
License and Permit Fees	\$135,000	\$ 83,230	(51,770)	62%
Other	\$405,600	\$ 754,084	348,484	186%
Fund Balance	\$16,830,718	\$ -	(16,830,718)	0%
<b>Total Sources</b>	<b>\$45,294,670</b>	<b>\$ 15,552,699</b>	<b>\$ (29,741,971)</b>	<b>34%</b>

<b>Uses</b>	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances <sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated <sup>2</sup></b>
Water Resources Planning and Monitoring	\$9,766,226	\$ 2,440,066	\$ 100,951	\$ 7,225,208	25%	26%
Acquisition, Restoration and Public Works	\$29,824,383	6,350,712	57,381	23,416,290	21%	21%
Operation and Maintenance of Lands and Works	\$2,633,661	783,193	15,229	1,835,239	30%	30%
Regulation	\$1,319,102	513,510	78,428	727,164	39%	45%
Outreach	\$245,482	106,754	-	138,728	43%	43%
Management and Administration	\$1,505,816	672,115	29,709	803,992	45%	47%
<b>Total Uses</b>	<b>\$45,294,670</b>	<b>\$ 10,866,352</b>	<b>\$ 281,698</b>	<b>\$ 34,146,620</b>	<b>24%</b>	<b>25%</b>

<sup>1</sup> Encumbrances represent unexpended balances of open purchase orders and contracts.

<sup>2</sup> Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This financial statement is prepared as of March 31, 2016 and covers the interim period since the most recent audited financial statements.

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)**

**March 31, 2016**

Recap of All Funds	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	15,552,699.18	0.00	45,294,670.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	2,289,256.54	0.00	5,882,926.00
TOTAL OTHER PERSONAL SERVICES	4,803,444.04	13,369.31	26,289,994.00
TOTAL OPERATING EXPENSES	380,642.74	193,335.81	1,778,303.00
TOTAL CAPITAL OUTLAY	165,522.74	74,993.00	251,750.00
TOTAL FIXED CAPITAL OUTLAY	2,519,167.00	0.00	3,247,967.00
TOTAL INTERAGENCY EXPENSES	708,318.80	0.00	7,843,730.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>10,866,351.86</u>	<u>281,698.12</u>	<u>45,294,670.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>4,686,347.32</u>	<u>(281,698.12)</u>	<u>0.00</u>

Fund 01: General Fund	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	3,653,852.71	0.00	9,569,837.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	1,319,655.91	0.00	3,577,840.00
TOTAL OTHER PERSONAL SERVICES	640,118.47	13,369.31	3,673,562.00
TOTAL OPERATING EXPENSES	345,328.93	125,672.61	1,261,744.00
TOTAL CAPITAL OUTLAY	165,522.74	0.00	161,000.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	200,000.00
TOTAL INTERAGENCY EXPENSES	210,126.50	0.00	695,691.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>2,680,752.55</u>	<u>139,041.92</u>	<u>9,569,837.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>973,100.16</u>	<u>(139,041.92)</u>	<u>0.00</u>

Fund 04: Ichetucknee Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	1,176,301.29	0.00	4,733,889.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	1,176,301.29	0.00	4,733,889.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>1,176,301.29</u>	<u>0.00</u>	<u>4,733,889.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)**

**March 31, 2016**

Fund 05: Middle Suwannee	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	156,074.10	0.00	996,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	156,074.10	0.00	996,000.00
TOTAL OPERATING EXPENSES	18,094.68	55,402.40	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>174,168.78</u>	<u>55,402.40</u>	<u>996,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(18,094.68)</u>	<u>(55,402.40)</u>	<u>0.00</u>
<i>*Operating Expenses to be covered by General Fund</i>			

Fund 06: Springs Appropriation 2014-15	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	752,261.50	0.00	10,129,374.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	4,905.28	0.00	71,374.00
TOTAL OTHER PERSONAL SERVICES	1,565,261.50	0.00	7,288,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	4,000.00	0.00	2,770,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>1,574,166.78</u>	<u>0.00</u>	<u>10,129,374.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(821,905.28)</u>	<u>0.00</u>	<u>0.00</u>
<i>*Excess to be covered by DEP Reimbursement Grant</i>			

Fund 07: Local Revenue	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	105,600.00	0.00	105,600.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	105,600.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>105,600.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>105,600.00</u>	<u>0.00</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)**

**March 31, 2016**

Fund 08: WMLTF / Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	1,152,926.93	0.00	2,350,234.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	236,014.23	0.00	465,124.00
TOTAL OTHER PERSONAL SERVICES	344,960.49	0.00	1,519,510.00
TOTAL OPERATING EXPENSES	955.18	0.00	20,600.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	182,677.32	0.00	345,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>764,607.22</u>	<u>0.00</u>	<u>2,350,234.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>388,319.71</u>	<u>0.00</u>	<u>0.00</u>

Fund 10: Florida Forever & P-2000	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	65,907.87	0.00	3,016,826.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	2,961.47	0.00	41,826.00
TOTAL OTHER PERSONAL SERVICES	28,345.00	0.00	2,275,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	700,000.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>31,306.47</u>	<u>0.00</u>	<u>3,016,826.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>34,601.40</u>	<u>0.00</u>	<u>0.00</u>

Fund 11: FEMA FY 2009	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	336.00	0.00	5,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	336.00	0.00	5,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>336.00</u>	<u>0.00</u>	<u>5,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)**

**March 31, 2016**

Fund 12: DOT ETDM	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	257.33	0.00	1,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	217.32	0.00	1,000.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	217.32	0.00	1,000.00
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	40.01	0.00	0.00

Fund 13: WMLTF / Operations, Land Acquisition & Management	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	1,206,712.08	0.00	2,396,357.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	278,812.28	0.00	728,648.00
TOTAL OTHER PERSONAL SERVICES	323,522.58	0.00	994,000.00
TOTAL OPERATING EXPENSES	6,212.13	12,260.80	423,209.00
TOTAL CAPITAL OUTLAY	0.00	0.00	15,000.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	235,500.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	608,546.99	12,260.80	2,396,357.00
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	598,165.09	(12,260.80)	0.00

Fund 15: ERP & Wetlands	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	489,387.80	0.00	766,656.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	292,145.18	0.00	564,906.00
TOTAL OTHER PERSONAL SERVICES	39,499.72	0.00	58,000.00
TOTAL OPERATING EXPENSES	6,212.93	0.00	49,000.00
TOTAL CAPITAL OUTLAY	0.00	74,993.00	75,750.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	19,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	337,857.83	74,993.00	766,656.00
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	151,529.97	(74,993.00)	0.00

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)**

**March 31, 2016**

Fund 16: Water Well Permitting	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	35,741.84	0.00	132,402.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	42,496.01	0.00	113,402.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	14,500.00
TOTAL OPERATING EXPENSES	261.25	0.00	4,500.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>42,757.26</u>	<u>0.00</u>	<u>132,402.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(7,015.42)</u>	<u>0.00</u>	<u>0.00</u>

*\*Excess to be covered by General Fund District Revenues*

Fund 17: Water Use Permitting	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	48,335.00	0.00	342,558.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	103,309.30	0.00	297,808.00
TOTAL OTHER PERSONAL SERVICES	692.25	0.00	25,500.00
TOTAL OPERATING EXPENSES	3,518.65	0.00	19,250.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>107,520.20</u>	<u>0.00</u>	<u>342,558.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(59,185.20)</u>	<u>0.00</u>	<u>0.00</u>

*\*Excess to be covered by General Fund District Revenues*

Fund 19: DOT Mitigation	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	2,986,499.89	0.00	4,070,998.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	7,300.47	0.00	20,998.00
TOTAL OTHER PERSONAL SERVICES	100,899.50	0.00	1,702,033.00
TOTAL OPERATING EXPENSES	44.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	2,519,167.00	0.00	2,347,967.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>2,627,410.97</u>	<u>0.00</u>	<u>4,070,998.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>359,088.92</u>	<u>0.00</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)**

**March 31, 2016**

Fund 29: SRP			
	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	8,555.68	0.00	175,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	175,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>175,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>8,555.68</u>	<u>0.00</u>	<u>0.00</u>

Fund 33: PCS Mitigation			
	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	670.75	0.00	0.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>670.75</u>	<u>0.00</u>	<u>0.00</u>

Fund 45: FEMA FY 2010			
	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	3,132.50	0.00	5,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	3,132.50	0.00	5,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>3,132.50</u>	<u>0.00</u>	<u>5,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)**

**March 31, 2016**

Fund 48: FEMA FY 2011			
	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	89,133.00	0.00	250,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	89,133.00	0.00	250,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>89,133.00</u>	<u>0.00</u>	<u>250,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 51: District Ag Cost Share			
	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	1,306,476.22	0.00	1,340,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	28,025.27	0.00	1,300,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	40,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>28,025.27</u>	<u>0.00</u>	<u>1,340,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>1,278,450.95</u>	<u>0.00</u>	<u>0.00</u>

Fund 52: DACS			
	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	115.65	0.00	250,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	250,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>250,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>115.65</u>	<u>0.00</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)**

**March 31, 2016**

Fund 53: District River Cost Share	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	2,016,239.63	0.00	2,007,500.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	8,960.96	0.00	0.00
TOTAL OPERATING EXPENSES	14.99	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	311,514.98	0.00	2,007,500.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>320,490.93</u>	<u>0.00</u>	<u>2,007,500.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>1,695,748.70</u>	<u>0.00</u>	<u>0.00</u>

Fund 54: FEMA FY 2012	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	241,182.91	0.00	150,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	241,182.91	0.00	150,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>241,182.91</u>	<u>0.00</u>	<u>150,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 55: FEMA FY 2013	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	56,998.50	0.00	150,000.00
<b>EXPENSES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	56,998.50	0.00	150,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>56,998.50</u>	<u>0.00</u>	<u>150,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)**

**March 31, 2016**

Fund 56: FEMA Grants	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>450,000.00</b>
<b>EXPENSES</b>			
<b>TOTAL SALARIES AND BENEFITS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL OTHER PERSONAL SERVICES</b>	<b>0.00</b>	<b>0.00</b>	<b>450,000.00</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL CAPITAL OUTLAY</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL FIXED CAPITAL OUTLAY</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL INTERAGENCY EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL RESERVES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>450,000.00</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Fund 60: Reimbursable Grants	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
60-0431-0-2300-06-02-000-0000 FFWC - Edwards Bottomlands	0.00	0.00	250,000.00
60-0433-0-1103-02-00-000-0000 NFW Fdn Revenue (Oil Spill	0.00	0.00	200,000.00
60-0439-0-2400-05-01-000-0000 DOT Mitigation Revenue - Union	0.00	0.00	950,743.00
60-0439-0-2400-05-02-000-0000 DOT Mitigation Revenue - Union	0.00	0.00	499,696.00
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>1,900,439.00</b>
<b>EXPENSES</b>			
<b>SALARIES AND BENEFITS</b>			
60-1516-0-1103-02-00-000-0000 Salaries - NFWF/Oil Spill	548.16	0.00	0.00
60-1516-0-2400-05-01-000-0000 Salaries - Union County LAP - CR	277.06	0.00	0.00
60-1516-0-2400-05-02-000-0000 Salaries - Union County LAP - CR	277.07	0.00	0.00
60-1520-0-2400-05-01-000-0000 Group Insurance - Union County	48.47	0.00	0.00
60-1520-0-2400-05-02-000-0000 Group Insurance - Union County	48.38	0.00	0.00
60-1521-0-1103-02-00-000-0000 Retirement - NFWF/Oil Spill	117.47	0.00	0.00
60-1521-0-2400-05-01-000-0000 Retirement - Union County LAP -	20.12	0.00	0.00
60-1521-0-2400-05-02-000-0000 Retirement - Union County LAP -	20.11	0.00	0.00
60-1525-0-1103-02-00-000-0000 Social Security - NFWF/Oil Spill	40.79	0.00	0.00
60-1525-0-2400-05-01-000-0000 Social Security - Union County	20.75	0.00	0.00
60-1525-0-2400-05-02-000-0000 Social Security - Union County	20.71	0.00	0.00
<b>TOTAL SALARIES AND BENEFITS</b>	<b>1,439.09</b>	<b>0.00</b>	<b>0.00</b>
<b>OTHER PERSONAL SERVICES</b>			
60-2586-0-1103-02-00-000-0000 Contr. Svcs - NFWF/Oil Spill	0.00	0.00	200,000.00
60-2586-0-2300-06-02-000-0000 Contr. Svcs - DOT Mitigation -	0.00	0.00	250,000.00
<b>TOTAL OTHER PERSONAL SERVICES</b>	<b>0.00</b>	<b>0.00</b>	<b>450,000.00</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL CAPITAL OUTLAY</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL FIXED CAPITAL OUTLAY</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>INTERAGENCY EXPENDITURES</b>			
60-6930-0-2400-05-01-000-0000 Interag Expend - Union County	0.00	0.00	950,743.00
60-6930-0-2400-05-02-000-0000 Interag Expend - Union County	0.00	0.00	499,696.00
<b>TOTAL INTERAGENCY EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>1,450,439.00</b>
<b>TOTAL RESERVES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENSES</b>	<b>1,439.09</b>	<b>0.00</b>	<b>1,900,439.00</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,439.09)</b>	<b>0.00</b>	<b>0.00</b>

*\*Salaries are for Union County LAP projects to be covered by DOT grant*

MEMORANDUM

TO: Governing Board

FROM: Roary Snider, Chief of Staff, Administration & Operations

DATE: April 30, 2016

RE: Approval of Payment in Lieu of Taxes

RECOMMENDATION

**Staff recommends the Governing Board approve Payment in Lieu of Taxes in the amount of \$353,121.24 from the Fiscal Year (FY) 2015-2016 State Appropriation for Land Management for qualifying counties.**

BACKGROUND

In order to offset the effect on the tax rolls of the small counties from public acquisition of land, the Legislature enacted the Payment in Lieu of Taxes program (PILT) in 1992. Up to 25% of the Water Management Lands Trust Fund is available for the PILT program. Each year the District works with the county commissions and staff to prepare their applications for properties purchased or sold during the previous calendar year. The payment for a particular parcel is equal to the average of the actual taxes paid for the three years prior to the District's acquisition of the property. The reimbursement amount is only calculated one time, and that payment is now paid for as long as the District owns the property and the County qualifies for PILT. PILT only applies to fee simple properties owned by the District. Unless otherwise exempted, landowners continue to pay the taxes for lands on which the District holds conservation easements, and the parcels are still reassessed on a regular basis by the property appraiser's office.

Once the tax information is obtained from the counties, the applications are sent to the Department of Revenue for certification. The District received the Land Management PILT amount in February 2016 and March 2016. This year 12 counties have applied for a total of \$353,121.24. The reimbursement amounts for each county are shown in Attachment "A".

The total amount of Payment in Lieu of Taxes requested this year has been reduced by \$9,846.15 due to lands sold or otherwise conveyed to third parties in 2015.

RS/pf  
Attachment

**ATTACHMENT A**

**2015 SCHEDULE OF PAYMENT  
IN LIEU OF TAXES**

BRADFORD	\$	16,794.38
COLUMBIA	\$	37,868.28
DIXIE	\$	21,289.88
GILCHRIST*	\$	56,796.36
HAMILTON	\$	37,156.48
JEFFERSON	\$	9,162.85
LAFAYETTE	\$	76,959.95
LEVY	\$	30,401.84
MADISON	\$	19,917.45
SUWANNEE	\$	30,294.19
TAYLOR**	\$	15,646.87
UNION	\$	832.71
<b>TOTAL</b>	<b>\$</b>	<b><u>353,121.24</u></b>

\*A portion of Gilchrist County's PILT payment in the amount of \$17,944.05 reverts back to the District for costs of Otter Springs entrance road improvements. This loan payment will discontinue in 2020.

\*\*Taylor County's PILT payment of \$15,646.87 reverts back to the District for land conveyance loan repayment. This loan payment will discontinue in 2024.

MEMORANDUM

TO: Governing Board  
FROM: Roary Snider, Chief of Staff, Administration and Operations  
DATE: April 30, 2016  
RE: Declaration of Surplus Property

RECOMMENDATION

**Staff recommends the Governing Board declare the following list of property items as surplus and authorize staff to dispose of these property items in the most cost-effective means.**

BACKGROUND

Due to several factors, which include changes in technology, equipment compatibility concerns, high maintenance cost, and wear and tear over time, various property items owned by the District become functionally obsolete each year. Subsection 273.01(3) Florida Statutes (F.S.), recognize that property items do become functionally obsolete and provide a process of declaring property items as surplus, and for the disposition of this surplus property.

The recommendation to surplus vehicles is to reduce fleet cost and maximize use of the District's fleet. Vehicles over 200,000 miles have a higher risk of breaking down and cost more as they age. Vehicles that are not used regularly have a higher cost per mile due to insurance and maintenance costs (such as oil changes every three months for a vehicle that has less than 3,000 miles per year driven). In order to maximize the usage of the District's fleet, staff recommends the surplus of two (2) vehicles.

The Ford Focus was originally acquired as a short-term lease, which was then purchased as the lease buyout was minimal (\$1,654.95). The vehicle does not offer all-wheel drive and thus has limited functionality for District purposes. The Blue Book value of \$6,498-\$7,665 exceeds the purchase cost, suggesting an efficiency in making the vehicle available as surplus at this time.

Asset #	Description	Purchased	Mileage
3350	2009 Ford Focus	7/30/2014	44,857
2632	2002 Chevy 4X4 Truck	2/27/2002	197,990

The recommendation to declare the Ultrasonic Algae Control Device and the True refrigerator as surplus is due to several factors. Either equipment has become functionally obsolete or is no longer useful to the District.

PROPOSED SURPLUS ITEMS

Asset #	Description	Purchase Price	Reason for Surplus
3349	Ultrasonic Algae Control Device	\$3,350	No useful function
2713	True Refrigerator	\$1,392.64	Not working/End of life

/pf

## MEMORANDUM

TO: Governing Board  
FROM: Roary Snider, Chief of Staff, Administration and Operations  
DATE: April 30, 2016  
SUBJECT: Land and Facilities Operations Activity Summary

The Suwannee Bicycle Association held their Spring Pedal & Paddle Festival March 28 thru April 1. Over 200 participants attended the event. Many used the off-road bicycle trails on the Stephen Foster, White Springs, Gar Pond, Little Shoals, Falling Creek, Barnett and Big Shoal tracts. Participants riding road bikes visited Falling Creek Falls while paddlers used a takeout point on the Swift Creek tract.

Edwin McCook attended an appreciation dinner for the partners that assisted with the youth turkey hunt held on the Peacock Slough tract on April 2 and 3.

New rule signs will be installed during tract inspections. The new signs include: public use signs, boundary signs, road closed and no ATV signs.

On March 30, Bill McKinstry attended the US Forest Service and Good Neighbor meeting in Tallahassee, Florida.

Bob Heeke and Bill McKinstry meet on April 5 with representatives from Alachua Conservation Trust to discuss natural community restoration activities in slash pine dominated stands on District Lands.

On April 6 Bill McKinstry and Brian Kauffman attended the annual Water Management District coordination meeting for emergency operations preparedness in Gainesville, Florida.

Bill McKinstry and Scott Gregor attended the annual San Pedro Bay Landowners Association meeting in Perry, Florida on April 8, to discuss wildfire coordination issues.

The attached report summarizes the status of current activities for the preceding month. Staff will be prepared to address any items of particular interest the Board may wish to discuss at the Governing Board meeting.

/pf

**LAND AND FACILITIES OPERATIONS**

**Prescribed Fire**

**Summary Table FY 2016**

	<b>2016 Target Acres</b>	<b>Acres Complete</b>
SRWMD	11,000	10,874
FFS TRSF	2,000	1,283
<b>TOTAL</b>	<b>13,000</b>	<b>12,157</b>

Contractors conducting prescribed burns on Suwannee River Water Management District (District) lands this year include B&B Dugger (B&B), Natural Resource Planning Services (NRPS) and Wildland Fire Services (WFS). Also included in this report are the acres the Florida Forest Service burns on Twin Rivers State Forest (FFS TRSF). When available, the Florida Forest Service (FFS COOP) will also provide a crew to burn additional acres on both District tracts and Twin Rivers State Forest.

**FY 2016 Activity Table (3/12 - 4/15)**

TRACT	COUNTY						Total Acres	Total Wildfire Acres
		B&B	NRPS	WFS	FFS COOP	FFS TRSF		
<b>Shady Grove</b>	<b>Taylor</b>	283					283	
<b>Falmouth Springs</b>	<b>Suwannee</b>		186				186	
<b>Steinhatchee Springs</b>	<b>Dixie</b>		370				370	
<b>Christian</b>	<b>Suwannee</b>		106				106	
<b>Withlacoochee Quail Farm</b>	<b>Madison</b>	407					407	
<b>Ellaville</b>	<b>Madison</b>					188	188	
<i>Sub-total for Period</i>		690	662	0	0	188	1,540	0.00
<i>Previous Acres Burned</i>		2,263	1,607	4,874	778	1,095		
<b>Total Acres</b>		<b>2,953</b>	<b>2,269</b>	<b>4,874</b>	<b>778</b>	<b>1,283</b>	<b>12,157</b>	

## Timber Sales

- Steinhatchee Springs #13 preharvest meeting was held on October 19, 2015 and harvesting started on November 5, 2015. The sale is 90% complete with operations stopped due to wet soil conditions.
- Steinhatchee Springs #14 preharvest meeting was held on September 29, 2015 and harvesting started on December 4, 2015. The sale is 40% complete with operations stopped due to wet soil conditions.
- Steinhatchee Springs #15 contract was executed and preharvest meeting was held on December 29, 2015. Harvesting was not started due to saturated soil conditions.
- Steinhatchee Springs #16 contract was executed and preharvest meeting was held on January 11, 2016. Harvesting was not started due to saturated soil conditions.
- Staff is monitoring the harvest by Plum Creek of reserved timber on the Lake City Wellfield Tract. This harvest was stopped by Plum Creek due to saturated soil conditions.
- Mattair Springs #4 preharvest meeting was held on February 19, 2016 and harvesting commenced on that same day. 100% of the pine has been harvested.

Tract	Contract	Acres	Tons Harvested	Revenue	Status	Contract End Date
Cabbage Grove #1	14/15-196	189	7,839	\$186,755.84	Harvest Complete	August 31, 2016
Steinhatchee Springs #13	14/15-198	241	8,644	\$148,710.00	Harvest Underway	August 30, 2016
Steinhatchee Springs #14	14/15-197	172	5,025	\$98,218.35	Harvest Underway	August 31, 2016
Steinhatchee Springs #15	15/16-045	196			Preharvest meeting conducted	December 30, 2016
Steinhatchee Springs #16	15/16-046	422			Preharvest meeting conducted	December 30, 2016
Mattair Springs #4	15/16-056	196	4,675	\$86,486.93	Harvest Underway	February 28, 2017

## Conservation Easement Monitoring

- Drummond Pond, LLC - Drummond Pond Easement in Levy County: The inspection is complete and report has been sent to the owner.
- Plum Creek – Gainesville Wellfield in Alachua County: The field inspection is complete and the report has been sent to the landowner.
- Bascom Southern, LLC – California Swamp in Dixie County: The field inspection is complete and the report is being reviewed.
- Hancock Forest Management - Cedar Ridge and Otter Creek in Levy County: Data is being reviewed prior to field inspection.
- DP Research, LLC – Dixie Plantation in Jefferson County: The field inspection is complete and the report has been sent to the landowner.
- TSE Plantation, LLC – Echo River Plantation in Suwannee County: The inspection was completed on March 22, 2016 and the report is being drafted.
- Global Plantation Investment – Deep Creek, LLC – Plantation at Deep Creek. The inspection is complete and report has been sent to owner.

MEMORANDUM

TO: Governing Board

FROM: Roary Snider, Division Director, Administration and Operations

DATE: April 30, 2016

RE: Land Acquisition and Disposition Activity Report

**Approved for Detailed Assessment**

Owner	Project Name	Acres	County	Comments
Michael and Freda Shaw	Shaw Conservation Easement Exchange	1,099	Lafayette	Negotiations are in progress.
Rock Bluff Spring Co., LLC	Rock Bluff Springs	173	Gilchrist	Appraisals are complete.
SRWMD	Sandlin Bay Sale/Exchange to U.S. Forest Service	2,023	Columbia	Governing Board Accepted USFS offer to purchase 623 acre fee tract 10/13/2015.
BTG Pactual MoDOT Tract	Camp Blanding Buffers BTG Pactual	630+/-	Bradford	Detailed assessment to begin upon receipt of executed CDA from BTG Pactual. Discussions ongoing with BTG representative AFM
Jerry Coker, etal	Lumber Camp Springs	37 +/-	Gilchrist	Appraisal Review Due May 24, 2016.
Ware Forest, LLC	Ware Forest	160 +/-	Jefferson	Appraisal Due May 30, 2016.

**Authorized for Surplus**

Tract	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Price	Comments
Alligator Lake	43	Columbia	8/10/2001	P2000				Columbia County should complete requirements of Interlocal Agreement by early April. Alligator Creek Tract will be conveyed to County upon confirmation of completion.
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/10	Fee entire tract \$34,930	Listing agreement expired, but available for sale.
Timber River	1	Madison	03/1998	WMLTF	8/5/2010; Updated 7/30/2014	11/18/10	Fee entire tract \$6,950	Listing agreement expired, but available for sale.

Tract	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Price	Comments
Turtle Spring Surplus Tract	32	Lafayette	5/13/2015	Florida Forever	5/24/2015	N/A	\$85,000 (\$67,000 for Acreage Parcel, &18,000 for Subdivision Lot)	Appraisal is complete. Available for purchase or Exchange
Branford Bend	50	Lafayette	6/30/2004	Florida Forever Bonds	To be ordered	N/A	To be determined	Governing Board approved surplus on 8/11/2015. Appraisal Due June 3, 2016.
RO Ranch West	570	Lafayette	7/27/2006	Florida Forever Bonds	To be ordered	N/A	To be determined	Governing Board approved surplus on 8/11/2015. Surplus Activities suspended until March 8 <sup>th</sup> 2017.

/kr

## MEMORANDUM

TO: Governing Board  
FROM: Carlos Herd, P.G., Division Director, Water Supply  
DATE: April 25, 2016  
RE: Water Reuse Week Proclamation

### RECOMMENDATION

## **Staff recommends the Governing Board proclaim May 23-27, 2016, as Florida Water Reuse Week.**

### BACKGROUND

Traditionally, the Florida Department of Environmental Protection and the five Florida Water Management Districts have recognized the third week of May as Water Reuse Week. Florida Water Reuse Week highlights the importance of the utilization of highly treated wastewater effluent for the sustainability of our natural systems and water supply.

The District's Florida Forever Work Plan includes significant water reuse and restoration projects designed to enhance the water supplies and protect natural systems. Additionally, the District's 2017-2021 Strategic Plan emphasizes the importance of reclaimed water to offset groundwater withdrawals to help sustain water resources.

Therefore, staff recommends the Governing Board adopt a proclamation designating May 23-27, 2016, as Water Reuse Week.

CH:dd

**Proclamation**

Suwannee River Water Management District  
Live Oak, Florida

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

**WHEREAS**, although Florida’s water supplies are finite, the state’s population and need for water resources continues to increase; and

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

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

**WHEREAS**, Florida has risen to be a national leader in water reuse, reusing 738 million gallons of reclaimed water per day to conserve freshwater supplies and recharge our freshwater resources; and

**WHEREAS**, May, typically a dry month when water demands are high, is a good time to educate citizens about how they can help save Florida’s precious water resources through water reuse; and

**WHEREAS**, the Florida Department of Environmental Protection recognizes that the third full week in May (May 23-27, 2016) is Florida Water Reuse Week; and

**WHEREAS**, the cities of Alachua, Cedar Key, Lake City, Live Oak, Monticello and Perry have established reuse systems that save greater than 10 million gallons of groundwater per day; and

**WHEREAS**, the District has cost-share programs encouraging local governments and agricultural producers to implement reclaimed water projects to offset groundwater withdrawals; and

**WHEREAS**, the Suwannee River Water Management District has joined with the State of Florida, the Florida Department of Environmental Protection, other water management districts, and local governments in encouraging and promoting water reuse and conservation.

**NOW THEREFORE**, the Governing Board of the Suwannee River Water Management District hereby proclaims May 23-27, 2016, as Water Reuse Week, and encourages visitors, citizens and governments to support initiatives to become more aware of the need to save our precious water supply and introduce measures to reuse and conserve this critical resource.

**PASSED AND ADOPTED THIS 12th DAY OF MAY, 2016 A.D.**

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
BY ITS GOVERNING BOARD**

**MEMBERS OF THE BOARD:**

**DON QUINCEY, CHAIR  
ALPHONAS ALEXANDER, VICE CHAIR  
VIRGINIA H. JOHNS, SECRETARY/TREASURER  
KEVIN W. BROWN  
GARY JONES  
VIRGINIA SANCHEZ  
RICHARD SCHWAB  
BRADLEY WILLIAMS**

**ATTEST:**

## MEMORANDUM

TO: Governing Board

FROM: Tom Mirti, Director, Division of Water Resources

DATE: April 25, 2016

RE: Agricultural Water Use Monitoring Report

### BACKGROUND

District permits for agricultural water use contain requirements for water use reporting. On September 11, 2012, the Governing Board approved Directive number GBD12-0003 which established criteria for providing District assistance for agricultural water use reporting on wells of 8" diameter or greater. The intent of the Directive was to assist agricultural water users on a voluntary basis as a convenient and unobtrusive alternative to recording, compiling, and transmitting data to the District. It was the further intent of the Directive that water use data be used only for estimation purposes.

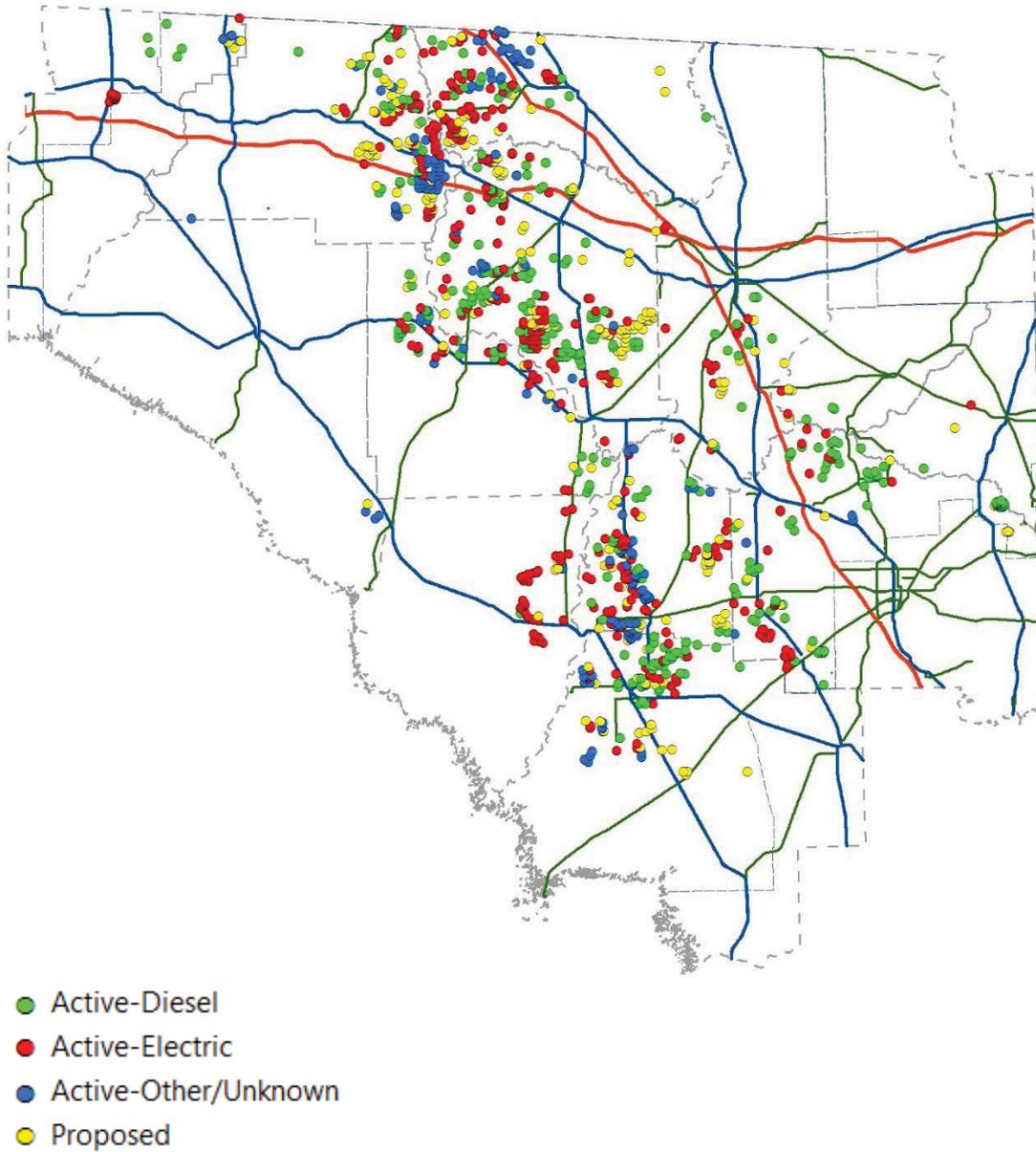
Where possible, agricultural water use is estimated using monthly power consumption records provided by four electrical cooperatives. Estimation by power use is the most cost-effective method of water use reporting. To date, farmer agreements authorizing the District to receive power usage reports directly from the cooperatives are in effect on 350 monitoring points. An additional 50 wells are self-reported as having minimal use.

Not all withdrawal points are suitable for estimation using power consumption. Diesel-powered pumps and complex interconnected irrigation systems still require direct methods of monitoring. Over the past month, staff have installed 9 new monitoring systems on diesel-powered systems.

There are currently 1257 permitted irrigation wells with a monitoring condition, of which 932 wells are active, i.e., the wells have been drilled already. Of the 932 active wells, 589 are being monitored as of April 20, roughly 63% of existing active wells with water use permit monitoring conditions. Over the past month, the District has added 48 wells to the monitoring program.

Of the remaining estimated 343 active stations that currently will require water use monitoring, 130 are diesel- or gas-powered systems requiring District telemetry, 168 are electric systems, and 45 systems still require identification. There are 299 proposed stations (that is, the wells are yet to be drilled); 75 are expected to be diesel or gas, 203 are electric, and 21 are yet to be determined.

Figure 1. Current Agricultural Irrigation Wells with a Monitoring Requirement



THM/dd

## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: May 3, 2016

RE: Approval to Enter Into Contracts for the Fiscal Year (FY) 2016 Regional Initiative Valuing Environmental Resources (RIVER) Cost-Share Program

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into 15 contracts for the 2016 RIVER Cost-Share Program.**

### BACKGROUND

The Governing Board adopted budget includes \$1,500,000 for Regional Initiative Valuing Environmental Resources (RIVER) projects that enhance or address the District's water supply, water quality, flood protection and/or natural systems responsibilities District wide. This funding is consistent with sections 373.703 and 373.705, Florida Statutes (F.S.), which states water management districts may provide assistance to local governments and utilities. The funding awarded in prior years has contributed to the infrastructure, economic, and public health needs of communities within the District.

The applications for RIVER funding for FY 2016 were accepted up to the deadline of October 30, 2015. Forty applications were received by the District for the FY 2016 RIVER funding cycle. For the 2016 RIVER Program, staff is recommending to disperse a total of \$1,693,982.00 for 15 projects. While this is \$193,982.00 over the budgeted amount, there are adequate unexpended funds from prior years programs to cover this cost and projected expenditures for the FY 2016 budget will not be impacted.

As in previous years, the number of applications received and the funding requested demonstrates the scope of water supply needs that exist across the District. Many communities, particularly within rural counties, struggle to identify the financial resources needed to retrofit and update aging infrastructure. Among the continuing challenges facing our communities are:

- Aging water transmission and distribution lines, which contribute to water loss and adversely impact the dependability of water supply;
- The need to continue to develop new and alternative sources of water for growing populations while ensuring the sustainability of regional water resources;
- Growing demands and new opportunities for the reuse of reclaimed water, which can extend the resources available for beneficial purposes while also facilitating watershed protection and restoration;
- Drinking water quality problems resulting from infrastructure limitations and source conditions; and
- Inadequate fire protection.

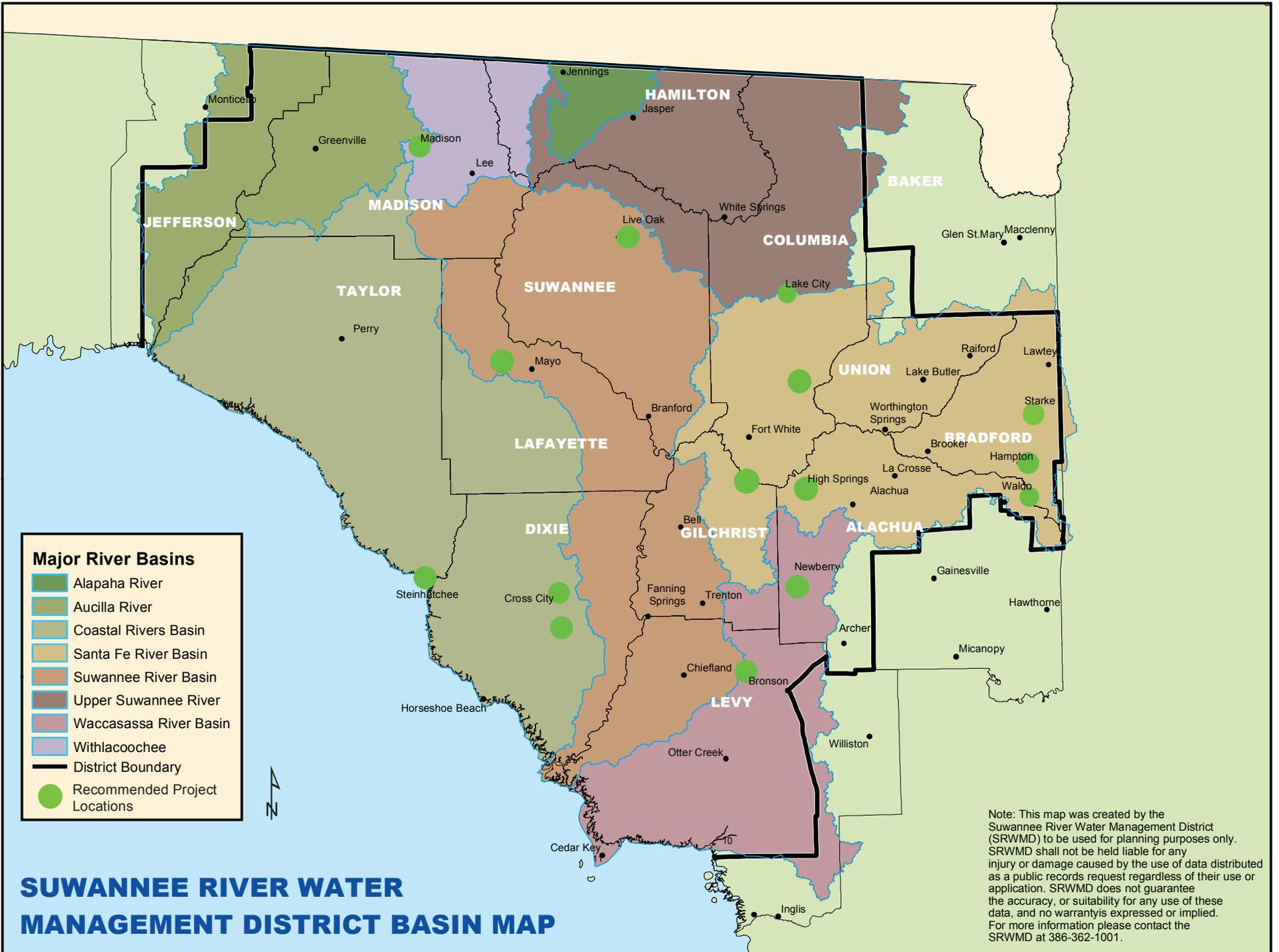
As with previous grant cycles, the large number of applications received and the overall funding requested has resulted in a highly competitive process. Many worthy projects are beyond the capability of the District to fund during the current year. District staff, however, will continue to work with local governments, utilities, and other funding agencies to identify additional funding resources, including the next funding cycle of the RIVER Program.

Attached is a list of the proposed recipients and proposed funding amounts, a map showing the recommended project locations and a brief description of project submittals for the FY 2016 RIVER Program.

PW/tm  
Attachments

## FY 2016 RIVER Cost Share Program Recommended Projects

	Project Name	Cooperator	Basin	RIVER Revenue Requested	Applicant's Share	Total Estimate Cost
1	Levy County Blue Springs	Levy Co.	Waccasassa	\$190,000.00	\$110,000.00	\$300,000.00
2	Stephens Springs Restoration Project	Taylor Co.	Coastal	\$97,325.00	\$32,355.00	\$129,680.00
3	City of Lake City Reclaimed Water System Upgrade (Phase 1)	Lake City	Santa Fe	\$194,304.00	\$351,166.00	\$545,470.00
4	Potable Water and Central Wastewater System Improvements	Newberry	Waccasassa	\$38,434.00	\$23,565.50	\$61,999.50
5	Well Pump No. 2 Replacement & Rehab. Lift Station Nos. 2 & 3	Waldo	Santa Fe	\$90,000.00	\$10,000.00	\$100,000.00
6	Lake Francis Sediment Control	City of Madison	Withlacoochee	\$42,850.00	\$34,675.00	\$77,525.00
7	City of Hampton Water Supply Improvement and Conservation Project	Hampton	Santa Fe	\$105,530.00	\$8,000.00	\$113,530.00
8	Dream Inn WWTP Closure and Connection to Columbia County Municipal System	Columbia Co.	Santa Fe	\$144,300.00	\$210,437.00	\$354,737.00
9	Lower Hammock Canal Restoration	Dixie Co.	Coastal	\$143,000.00	\$96,890.00	\$239,890.00
10	Cross City Flood Management Improvements	Dixie Co.	Coastal	\$106,359.00	\$25,189.00	\$131,548.00
11	Roosevelt Circle Area	Lafayette Co.	Suwannee	\$125,000.00	\$10,000.00	\$135,000.00
12	49/90 Lift Station Improvements	Live Oak	Suwannee	\$24,840.00	\$5,962.00	\$30,802.00
13	SRWMD RIVER Grant Septic Tank Abatement	High Springs	Santa Fe	\$150,000.00	25,000.00	\$175,000.00
14	Starke Fire Hydrant Replacement Project	Starke	Santa Fe	\$119,040.00	\$23,040.00	\$142,080.00
15	Santa Fe Park & Boat Ramp	Gilchrist Co.	Santa Fe	\$123,000.00	\$6,800.00	\$129,800.00
	<b>TOTAL Costs</b>			\$1,693,982.00	\$973,079.50	\$2,667,061.50



**RIVER**  
**Regional Initiative Valuing Environmental Resources**  
**Cooperative Funding Program Project Summary 2016**

**The following is a description of the projects recommended by the RIVER Team for consideration:**

**Santa Fe Basin (BMAP Area):**

1. **Columbia County Dream Inn WWTP Closure and Connection:** The project proposes removing the current non-compliant wastewater treatment system that serves the Dream Inn Motel and hooking the motel up to Columbia County's sanitary sewer service. This also includes relocating, upgrading and enlarging the existing County wastewater treatment facility to include the flow from the Dream Inn plant and lift stations and force mains to collect the flow. The County is requesting \$144,300 from the District to hookup the Dream Inn Motel and 3 adjacent businesses to the sanitary sewer system. The total estimated project cost of upgrading the County's existing sewer system and hooking up additional businesses is \$3,448,437. The County will be contributing \$210,437 as their match along with an additional \$1,200,000 of additional grants.
2. **Lake City Reclaimed Water System Upgrade (Phase I):** This project involves upgrades to the City of Lake City's wastewater system to provide public access reclaimed water and increase the distribution of the new reuse to more customers. The City is requesting that the District provide \$194,304 to cover the cost of extending the pipeline 2 miles. The City is contributing \$130,125 worth of in-kind services and \$221,041 in cash for a total contribution from the city of \$351,166.
3. **City of Waldo Well Pump No. 2 Replacement & Lift Station Rehabilitation Project:** The project proposes the replacement of a non-operational submersible well pump in Well #2 as well as replacing parts on 2 lifts stations to prevent raw sewage overflows from occurring. The City has proposed to contribute \$10,000 and is requesting the District fund the remaining \$90,000.
4. **City of Hampton Water Supply Improvement and Conservation Project:** The project involves installing riser kits on 11 fire hydrants that are located in standing water, adding 12 water line isolation valves and repairing the outside of the City's 64,000 gallon water storage tank and improving meters boxes and extending meters out of flooded areas. These improvements will improve service for 497 residents. The District's share is \$105,530 with a match of \$8,000 from the City.
5. **High Springs Septic Tank:** The project involves the removal of 13 residential septic tanks by installing grinder pump stations in the Lower Santa Fe River basin and hooking up the houses to the City of High Springs sanitary sewer system. The total project cost is \$175,000. The City will contribute \$25,000 and is requesting \$150,000 from the District. Unless waived by the local government, homeowners will have to pay impact fees of \$2,000 over a three year period.
6. **Starke Fire Hydrant Replacement Project:** The City is proposing to replace 60 fire hydrants that suffer from a multitude of problems from leaking to not functioning. The City is requesting \$119,040 from the District and is contributing \$23,040 of in-kind services.
7. **Santa Fe Park & Boat Ramp Restoration Project:** Gilchrist County is proposing to provide upgrades to the park located on SR47 adjacent to the Santa Fe River. They are also working on enhancing the access to the river at the park by replacing the boat ramp, adding docks and a separate canoe launch and fixing drainage which will reduce sediment and nutrients going to the river. The County is requesting that the District provide \$123,000 in funding to complete the project. The County is securing the remaining funding of \$361,719 and contributing \$6,800 of in-kind services.

### Withlacoochee River Basin

1. **Lake Frances Sediment Control:** The City of Madison proposes adding 2 new structures to help eliminate contaminants from runoff in an urbanized area that discharges to Lake Frances. Project will provide 36.6 acres of treatment for existing impervious areas. The City will contribute \$34,675.20 worth of in-kind services and is requesting \$42,850 from the District to complete the project.

### Suwannee Basin (Lower Suwannee BMAP Area)

1. **Live Oak 49/90 Lift Station Improvements:** The City proposes to install a mixer in the lift station across the street from the District, preventing the potential release of sewage into stormwater areas. The City is proposing to contribute \$5,962 of in-kind services and is requesting \$24,840 from the District.
2. **Lafayette – Roosevelt Circle Area:** The County proposes to purchase property for flood protection of approximately 20 acres in order to build storage ponds. The pond will be approximately 5 acres in size which will provide approximately 9 acre-ft. of storage and includes abandonment of 2-5 septic tanks. The County is providing \$10,000 of in-kind services and is requesting \$125,000 from the District to purchase the property.

### Waccasassa River Basin

1. **Levy County Blue Springs Restoration Project:** Levy County is proposing to perform restoration work and upgrades to the springs at the County Park. The project will improve water quality and improve spring flow. The project will dredge accumulated sediment from the spring, remove abandoned septic tanks, pave the existing limerock parking area, construct a stormwater pond, and stabilize the seawall and bank surrounding the spring vent. The County is requesting \$190,000 of funding from the District and is contributing \$110,000 of cash to the project.
2. **City of Newberry Potable Water and Central Wastewater System Improvement Project:** The City of Newberry is proposing to provide potable water and central wastewater system improvements. Some of the installations will be new while others will replace undersized private lines that connect to existing city utilities. The City has requested \$38,434.50 from the District and will match it with \$23,565.50 in in-kind and cash.

### Coastal Rivers Basin

1. **Stephens Springs Restoration Project:** Taylor County proposes to remove silt and debris, stabilize the spring bank, install a stormwater retention area, create a parking area, install structures to control pedestrian traffic and plant sod and native vegetation. The County and citizens group are providing \$32,355 in-kind match and requesting \$97,325 from the District.
2. **Dixie County Lower Hammock Canal Restoration:** Dixie County proposes to restore the drainage canal to its original design parameters by removing 43,139 CY of accumulated sediments and debris from the canal. The canal provides flood protection for 5,500 acres and contains a combination of 383 residences and businesses. The County is requesting \$143,000 from the District and is contributing \$96,890 of in-kind services.
3. **Cross City Flood Management Improvements:** Dixie County is applying to make improvements to the stormwater management system along CR 351 in the vicinity of two schools. The project includes installing 120 linear feet of 36" culverts and ditch regrading to improve stormwater flows. Dixie County will provide \$25,189 and is requesting \$106,359 from the District.

**The following list of projects were also under consideration:**

- 1. City of Lake Butler Spray Field Conversion Feasibility Study:** The project involves evaluating the feasibility and development of a conceptual design for Lake Butler's wastewater disposal spray fields into constructed treatment wetlands.
- 2. Jasper - 1st Avenue Stormwater Retrofit Project:** The project involves concrete ditch paving and pipe replacements for a major drainage system on the north side of Jasper.
- 3. Levy County - University Oaks Water System Phase II:** The project proposes the replacement of approximately 3140 feet of 6 inch water main.
- 4. Perry - Warner Avenue Flooding:** The project consists of enlarging an existing stormwater retention pond at the intersection of Warner Ave. and Thomas Demps Ln.
- 5. Mayo Drainage Property Acquisition:** The Town proposes purchasing 13.5 acres and obtaining a drainage easement on 2.5 acres in order to have control, access and ownership over an existing natural stormwater retention area.
- 6. Cross City Emergency Flood Control Pump:** The City proposes to purchase a larger pump in order to be able to more rapidly move water from a retention pond in a low area to the ultimate discharge point during flood events.
- 7. Wacissa River Dam Restoration:** The County proposes the removal of rubble, debris, and exotic and nuisance vegetation along an old railroad crossing over the river. Also includes stabilizing and revegetating berms and installing supportive structures to maintain the dam.
- 8. Archer – Holly Hills Water Quality Improvements and Stormwater:** Project entails Phase 1 of a project consisting of survey, design and permitting of an enlarged stormwater basin to reduce flooding on residential lots and prevent discharge of untreated stormwater to a sinkhole.
- 9. Archer – W. Park Street (SW 143<sup>rd</sup> Avenue) Water Quality Improvements:** This project proposes to repair the conveyance system that is supposed to discharge to the existing retention pond on Park Ave. The conveyance system has broken pipes and has completely failed.
- 10. Archer – Water Conservation (Segment F and I):** The project proposes the construction of 4,500 feet of 8 inch PVC water main to create a looped system.
- 11. Archer – Water Conservation (State Road 24):** The project proposes the construction of 2,600 feet of 8 inch PVC water main to create a looped system.
- 12. Archer – Water Conservation (Section C):** The project proposes the construction of 5,000 feet of 8 inch PVC water main to create a looped system.
- 13. Jefferson County - Wacissa Springs Restoration:** The project proposal involves the removal of rubble and debris at the boat ramp, sediment and algae from spring run, and exotic and nuisance vegetation as well as stabilizing and revegetating banks and installing fence and other measures to control pedestrian traffic.
- 14. Jefferson County – Curtis Mill Road North Cross Drains:** The County proposes to replace 5 pipes, construct headwalls, install rip-rap and pave 500 feet of roadway to limit erosion.
- 15. Jefferson County – Curtis Mill Road South Cross Drains:** Like the North Cross Drains, the County proposes to replace 3 pipes, construct headwalls, install rip-rap and pave 500 feet of roadway to limit erosion.
- 16. Jefferson County – Turkey Scratch:** The County proposes to replace 4 pipes, construct headwalls, install rip-rap and pave 500 feet of roadway for erosion control.
- 17. Jefferson County – Walker Springs Road Cross Drains:** The County proposes to replace 4 pipes, construct headwalls, install rip-rap and pave 500 feet of roadway for erosion control.
- 18. Suwannee County – 29<sup>th</sup> Loop Flood Improvements:** The project involves replacing culverts that serve as cross drains underneath 29<sup>th</sup> loop within the floodplain of the Santa Fe River.
- 19. Big Bend Water Authority – BBWA Sewer Hookups:** The project involves hooking up 6 homes that are currently served by septic tanks to a centralized sewer system in close proximity to the river.
- 20. Bradford – Hampton Lake Canal to Santa Fe Lake:** The County proposes to remove debris and sediment from the Lake Hampton outlet canal.
- 21. Bradford County Sampson Creek Flood Mitigation Project (alt):** The County proposes removing debris and sediment from the Sampson River to increase the hydraulic capacity of the river.

**22. City of Alachua Transmission Main Upgrades:** The City of Alachua proposes to upgrade a main transmission line by installing 4,330 feet of 16 inch pipe and 1330 feet of 12 inch pipe along with 5 gate valves and 10 fire hydrants along US 441 on both sides of I-75. This installation would replace 3,500 feet of 6 inch pipe that has reached an end of its useful life.

**23. Live Oak Park/Santa Fe/Pearl Water System Improvements:** The project involves the replacement of 2 inch galvanized potable water main with 3,100 feet of new 6 inch main and creates a looped system.

**24. Cross City Hydrant and Water Main Improvements:** The City proposes replacing 7 leaking or non-functioning hydrants, 10 isolation valves and 1000 feet of 6 inch water main.

**25. City of Monticello Water Losses:** This project involved replacing 2,317 lineal feet of leaky water lines along two roads within the City, but outside the District.

## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, P.E., Division Director, Resource Management

DATE: April 29, 2016

RE: Approval of a Modification of Water Use Permit 2-001-219923-3, with a 0.0661 mgd Increase in Allocation and a 9-Year Permit Extension, Authorizing the Use of 0.2696 mgd of Groundwater for Agricultural Use at the Chestnut Hill Tree Farm, LLC Project, Alachua County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-001-219923-3 with seventeen standard conditions eight special limiting conditions, to Chestnut Hill Tree Farm, LLC, in Alachua County.**

### BACKGROUND

This is a modification of an existing agricultural water use to receive an extension for voluntary monitoring of withdrawals. Approximately 60 acres of nursery will be irrigated using groundwater from eight wells through either drip or overhead irrigation systems. The supplemental irrigation requirements were determined using the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) for in-ground and container nursery. The irrigation requirements for 5 acres of greenhouse nursery were based on plant-specific application rates. These changes from the previous sequence resulted in a 0.0661 mgd increase in allocation, from 0.2035 mgd to 0.2696 mgd in 1-in-10 year drought conditions.

The project's one 8-inch diameter well will be monitored using electrical consumption and water used for irrigating greenhouse nursery will also be reported to the District. A lower quality water sources exists but its use is infeasible, and there have been no reports of interference or observed harm to water resources associated with previous withdrawals at this project. The project area is located within the Lower Santa Fe River Water Resource Caution Area.

Staff has determined the proposed withdrawals will not contribute to a violation of MFLs adopted in Chapters 62-42 and 40B-8, Florida Administrative Code (F.A.C.). The application is complete and satisfies the conditions for issuance in Chapter 40B-2, F.A.C.

/tm

WATER USE TECHNICAL STAFF REPORT  
18-Apr-2016  
APPLICATION #: 2-001-219923-3

**Owner:** R. D. Wallace  
Chestnut Hill Tree Farm, LLC  
15105 NW 94TH Avenue  
Alachua, FL 32615  
(386) 462-2820

**Applicant:** R. D. Wallace  
Chestnut Hill Tree Farm, LLC  
15105 NW 94TH Avenue  
Alachua, FL 32615  
(386) 462-2820

**Agent:** Not Applicable

**Compliance Contact:** Fritz Myers  
15105 NW 94TH Avenue  
Alachua, FL 32615  
(352) 286-5270

**Project Name:** Chestnut Hill Tree Farm, LLC  
**County:** Alachua

**Located in WRCA:** Yes  
**Objectors:** No

**Authorization Statement:**

The permittee is authorized to withdraw a maximum of 0.2696 mgd of groundwater for supplemental irrigation of nursery.

**Recommendation:** Approval

**Reviewers:** Tim Sagul; Stefani Leavitt; Warren Zwanka

**WATER USE SUMMARY:**

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	New Water to Average Daily Rate (Million Gallons Per Day)
0.2696	0.0000	0.0661

**Recommended Permit Duration and Compliance Reporting:** 9-year extension, to expire February 9, 2036.

**USE STATUS: This is a modification of an existing use to modify crop type and acreage and to receive a nine-year extension.**

**PROJECT DESCRIPTION:**

This project is located one-half mile west of CR-241 on NW 94<sup>th</sup> Avenue, approximately one mile southwest of the City of Alachua, and consists of 207 controlled and 60 irrigated acres. Groundwater from 8 wells will be used to irrigate 60 acres of nursery using a combination of drip and overhead sprinkler systems.

The permittee has elected to provide SRWMD electrical consumption to comply with the water use reporting requirements of special condition 18.

**WATER USE CALCULATIONS:**

The greenhouse nursery water demand was determined based on the applicant requested 0.0860 million gallons per day for the proposed approximate 5 acres of greenhouses to be constructed within a year of permit issuance.

A 0.0010 mgd heat protection water requirement was calculated based on the site specific pump capacity and 20 days/year frequency of use.

The GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) was used to determine the 0.1826 mgd supplemental irrigation requirement for the non-greenhouse nursery based on the following:

Container Nursery on Drip: 29.8 inches/ year

Container Nursery on Overhead Sprinklers: 127.48 inches/ year

In-ground Nursery on Drip: 24.61 inches/ year

**PERMIT APPLICATION REVIEW:**

Section 373.223, Florida Statutes (F.S.), and Section 40B-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) is a reasonable-beneficial use;
- (b) will not interfere with any presently existing legal use of water; and
- (c) is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permitting Applicant's Handbook ("A.H."). District staff has reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit. Highlights of the staff review are provided below.

**Is this a reasonable-beneficial use?  
[ref. 40B-2.301(1)(a)]**

Yes. Based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k), F.A.C.

**Will this use interfere with any presently existing legal use of water?  
[ref. 40B-2.301(1)(b)]**

No. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary. Additionally, no reports of interference from previous withdrawals at this project have been received by the District. Therefore, groundwater withdrawals at this project are not expected to interfere with any presently existing legal uses of water.

**Will this use be consistent with the public interest?  
[ref. 40B-2.301(1)(c)]**

Yes. Use of water for agricultural purposes is consistent with the public interest.

**Will this use be in such a quantity that is necessary for economic and efficient use?  
[ref. 40B-2.301(2)(a)]**

Yes. Water use consistent with the aforementioned supplemental irrigation model is economic and efficient. The permittee will implement the following water conservation measures: checking daily for leaks and repairing them as needed, efficiency testing all drip irrigation systems each year to maintain a distribution uniformity of 90% distribution uniformity, emitting water only in the root zone, delivering water mainly via buried pipe to reduce damage potential, utilizing automated valves and a rain shut-off switch to automatically shut off irrigation once a predetermined amount of rainfall is received, and employing operational pump shutdown to prevent pump operation in the event of an irrigation system malfunction.

**Will the source of the water be suitable for the consumptive use?  
[ref. 40B-2.301(2)(c)]**

Yes. Staff determined the Upper Floridan aquifer is suitable for the consumptive use.

**Will the source of the water be capable of producing the requested amount?  
[ref. 40B-2.301(2)(d)]**

Yes. Staff determined the Upper Floridan aquifer is capable of producing the requested amounts.

**Except when the use is for human food preparation and direct human consumption, is the lowest quality water source that is suitable for the purpose and is technically, environmentally, and economically feasible being utilized?  
[ref. 40B-2.301(2)(e)]**

Yes. The lowest quality water source that is suitable for the purpose and that is technically, environmentally, and economically feasible is being utilized. There is a one-acre pond on the project with the potential for use as a lower quality source. However, the use of this waterbody would require significant capture and channeling of water that is not currently in place, and would be economically infeasible to implement.

**Will the use harm existing offsite land uses as a result of hydrologic alterations?  
[ref. 40B-2.301(2)(f)]**

No. The use is not expected to harm offsite land uses.

**Will the use cause harm to the water resources of the area that include water quality impacts to the water source resulting from the withdrawal or diversion, water quality impacts from dewatering discharge to receiving waters, saline water intrusion or harmful upconing, hydrologic alterations to natural systems, including wetlands or other surface waters, or other harmful hydrologic alterations to the water resources of the area?  
[ref. 40B-2.301(2)(g)]**

No. The withdrawal points were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at project wetlands. Staff inspected project wetlands and found no evidence of harm attributable to previous withdrawals. Therefore, staff determined that the use is not expected to cause any harm to natural systems or water resources for the duration of the permit.

**Is the use in accordance with any minimum flow or level and implementation strategy established pursuant to Sections 373.042 and 373.0421, F.S.?  
[ref. 40B-2.301(2)(h)]**

Yes. The proposed withdrawals will not contribute to a violation of MFLs adopted in Chapters 62-42 and 40B-8, F.A.C.

**Will the project use water reserved pursuant to subsection 373.223(4), F.S.?  
[ref. 40B-2.301(2)(i)]**

No. The project will not use water reserved by the Governing Board pursuant to subsection 373.223(4), F.S.

## Conditions

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
2. 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.
3. The 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 water use is made. Where the 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 section 40B-2.351, F.A.C. Alternatively, the permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. 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.
5. With advance notice to the permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The permittee shall either accompany District staff onto the property or make provision for access onto the property.
6. A permittee may seek modification of any term of an unexpired permit. The permittee is advised that section 373.239, F.S., and section 40B-2.331, F.A.C., are applicable to permit modifications.
7. This permit shall expire on **02/09/2036**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.402(8)(a), F.A.C., and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.

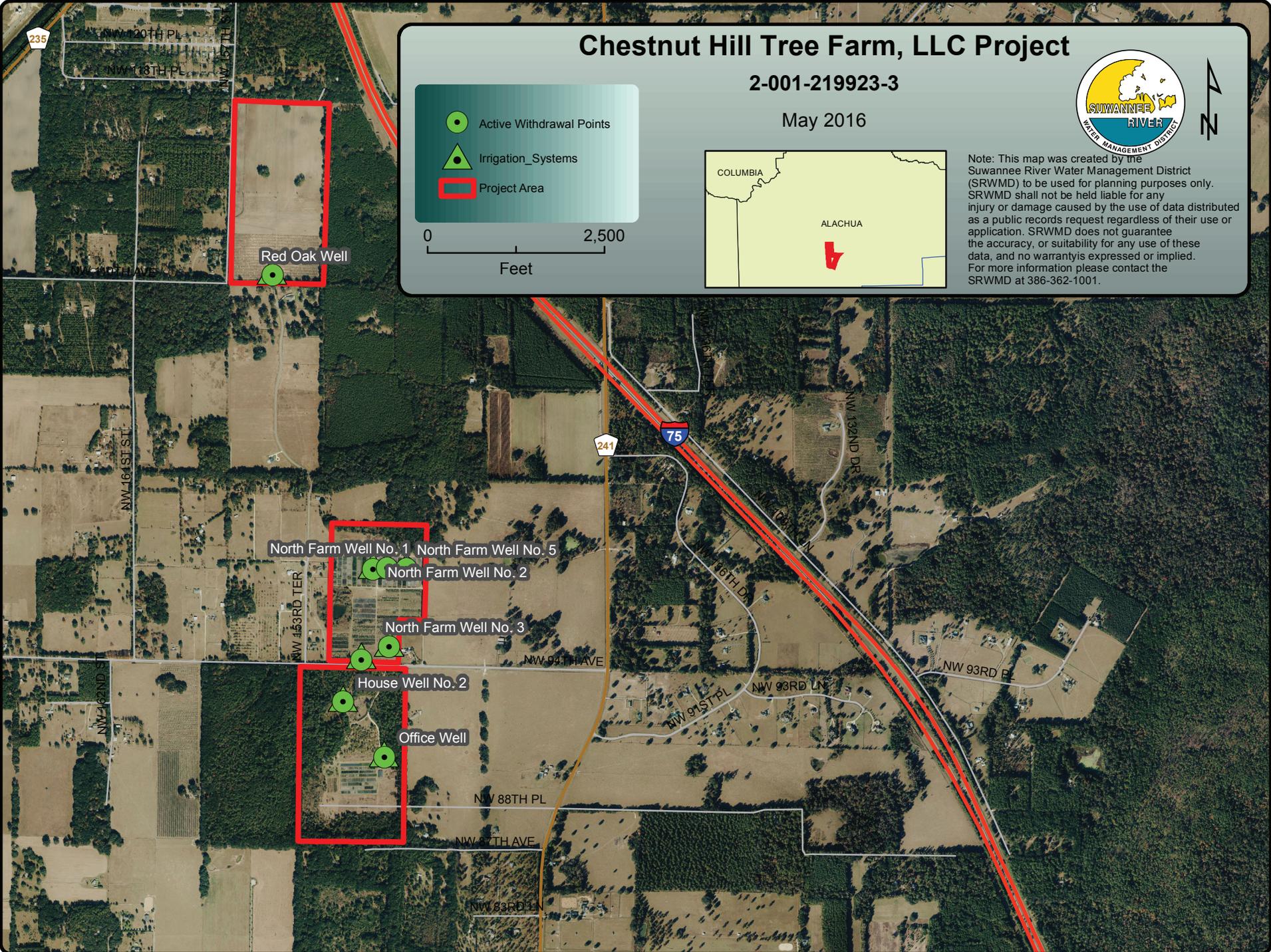
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
12. The permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
13. The permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number (**2-001-219923-3**).
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. The permittee shall implement automated monitoring of groundwater withdrawals, at permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.

19. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The permittee agrees to participate in a Mobile Irrigation Lab (MIL) program and allow access to the Project Site for the purpose of conducting a MIL evaluation at least once every five years.
22. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to Rule 62-42.300(1)(e), F.A.C., this permit is subject to modification during the term of the permit, upon reasonable notice by the District to the permittee, to achieve compliance with any approved MFL recovery or prevention strategy for the Lower Santa Fe River, Ichetucknee River, and Associated Priority Springs. Nothing herein shall be construed to alter the District's authority to modify a permit under circumstances not addressed in this condition.
23. The permittee is authorized to withdraw a maximum of 0.2696 mgd of groundwater for supplemental irrigation of nursery. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
24. The permittee shall equip the North Farm Well No. 5 (Station ID 125294) with a totalizing flowmeter by January 1, 2017. The flowmeter shall maintain 95% accuracy, be verifiable, and be installed according to the manufacturer's specifications. The flowmeter shall be checked for accuracy at least once every 5 years within 30 days of the anniversary date of permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5 percent. Meter calibration records shall be retained by the permittee and available for inspection upon request by the District.
25. The permittee shall report total monthly withdrawals from the North Farm Well No. 5 (Station ID 125294) every 6 months to the District. The first report (for January 1, 2017 through June 30, 2017 water use) shall be submitted by July 31, 2017; and subsequent reports shall be submitted by January 31 and July 31 each year until permit expiration.

**WITHDRAWAL POINT INFORMATION:**

Site Name: Chestnut Hill Investments

<b>Wells Detail</b>						
<b>District ID</b>	<b>Station Name</b>	<b>Casing Diameter (inches)</b>	<b>Capacity (GPM)</b>	<b>Source Name</b>	<b>Status</b>	<b>Use Type</b>
119226	House Well No. 2	4	30	FAS - Upper Floridan Aquifer	Active	Agricultural
119227	Red Oak Well	8	300	FAS - Upper Floridan Aquifer	Active	Agricultural
119986	North Farm Well No. 3	4	100	FAS - Upper Floridan Aquifer	Active	Agricultural
120373	North Farm Well No. 2	4	100	FAS - Upper Floridan Aquifer	Active	Agricultural
120374	North Farm Well No. 4	4	100	FAS - Upper Floridan Aquifer	Active	Agricultural
121086	Office Well	4	100	FAS - Upper Floridan Aquifer	Active	Agricultural
121087	North Farm Well No. 1	4	100	FAS - Upper Floridan Aquifer	Active	Agricultural
125294	North Farm Well No. 5	4	--	FAS - Upper Floridan Aquifer	Active	Agricultural



# Chestnut Hill Tree Farm, LLC Project

2-001-219923-3

May 2016



-  Active Withdrawal Points
-  Irrigation\_Systems
-  Project Area



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.

MEMORANDUM

TO: Governing Board  
 FROM: Tim Sagul, P.E., Division Director, Resource Management  
 DATE: April 29, 2016  
 RE: Permitting Summary Report

**Environmental Resource Permitting (ERP) Activities**

**Permit Review**

The following table summarizes the environmental resource permitting activities during the month of March 2016 and program totals from January 2012 to March 2016.

March 2016	Exemption Requests	Noticed Generals	Generals	10-2 Self Certifications	Individuals	Conceptuals	Total
Applications received	3	1	6	7	4	0	21
Permits issued	4	1	6	7	0	0	18
Inspections	4	1	3	7	1	0	16
<b>Total permits issued from January 2012 to March 2016</b>	226	171	226	228	153	11	915

**Water Use Permitting and Water Well Construction Activities**

The following table summarizes water use and water well permitting activities during the month of March 2016.

March 2016	Received		Issued
<b>Water Use Permits</b>	10		18
<b>Water well permits issued: 194</b>			
Abandoned/Destroyed	5	Livestock	0
Agricultural Irrigation	11	Monitor	41
Aquaculture	0	Nursery	0
Climate Control	0	Other	1
Fire Protection	0	Public Supply	3
Garden (Non Commercial)	0	Self-supplied Residential	131
Landscape Irrigation	2	Drainage or Injection	0
Commercial or Industrial	0	Remediation Recovery	0

**Rulemaking Schedule  
April 2016**

**40B-1.106 (Amendment)**

General and Procedural Rules

GB Rule Dev. Auth.	2/9/2016
Notice of Rule Dev.	3/14/2016
GB Proposed Rule Auth.	2/9/2016
Send to JAPC/OFARR	3/28/2016
Notice of Proposed Rule	4/4/2016
Notice of Rule Change	n/a
Mail to DOS	5/2/2016
Effective Date	5/2016

**40B-4 (Amendments)**

Works of the District Permits

GB Rule Dev. Auth.	12/9/2014
Notice of Rule Dev.	
GB Proposed Rule Auth.	12/9/2014
Send to JAPC/OFARR	
Notice of Proposed Rule	
Notice of Rule Change	
Mail to DOS	
Effective Date	

**40B-8**

Minimum Flows and Levels (Amendment of 40B-8.021 (Definitions) and New MFLs)

GB Rule Dev. Auth.	3/8/2016
Notice of Rule Dev.	3/18/2016
GB Proposed Rule Auth.	3/8/2016
Send to JAPC/OFARR	3/28/2016
Notice of Proposed Rule	4/1/2016
Notice of Rule Change	n/a
Mail to DOS	4/29/2016
Effective Date	5/2016

**40B-5.0011 and 40B-5.0091 (Repeals)**

Permitting of Artificial Recharge Projects

GB Rule Dev. Auth.(tentative)	11/12/2015
Notice of Rule Dev. (tentative)	n/a
GB Proposed Rule Auth.	11/12/2015
Send to JAPC/OFARR	4/26/2016
Notice of Proposed Rule	5/3/2016
Notice of Rule Change	
Mail to DOS (tentative)	
Effective Date	

\*Rule amendments will be unnecessary w/ revised SRWMD-FDEP MOU

**MEMORANDUM**

TO: Governing Board  
FROM: Tim Sagul, P.E., Division Director, Resource Management  
DATE: April 26, 2016  
RE: Enforcement Status Report

**Matters Staff is attempting to gain compliance without enforcement action**

<b>Respondent</b>	<b>Justin M. Fitzhugh</b>
<b>Enforcement Number / County</b>	<b>CE05-0046 / Columbia</b>
<b>Violation</b>	<b>Non-Functioning Stormwater Management System &amp; Failure to Submit As-Builts</b>
<b>Legal Counsel</b>	<b>Brannon, Brown, Haley &amp; Bullock, P.A.</b>
<b>Date Sent to Legal</b>	<b>July 1, 2010</b>
<b>Target Date</b>	<b>December 31, 2015</b>
<b>Legal Fees to date</b>	<b>\$2,274</b>
<b>Last Update</b>	<b>April 26, 2016</b>

This violation is for a non-functioning surface water management system and failure to submit as-built certification forms. The property has changed hands multiple times. The current owner, Joe Peurrung applied for and received a 10-2 certification (revised stormwater permit). Construction bids were received. Just before remediation of the stormwater system was getting underway FDOT notified the owner that they are contemplating road improvements in the area and there is a possibility of FDOT needing the property for them. Staff contacted Mr. Peurrung on April 26, 2016 regarding FDOT's intent. He indicated that FDOT is moving forward with the acquisition of the property. If FDOT obtains the land, then staff will close the enforcement file.

<b>Respondent</b>	<b>Richard Oldham</b>
<b>Enforcement Number / County</b>	<b>CE10-0024 / Bradford</b>
<b>Violation</b>	<b>Unpermitted Pond &amp; Deposition of Spoil Material</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>October 13, 2011</b>
<b>Target Date</b>	<b>December 31, 2015</b>
<b>Legal Fees to date</b>	<b>\$5407.50</b>
<b>Last Update</b>	<b>April 26, 2016</b>

This violation is for construction of a pond without a permit and deposition of spoil material in a flood area. Richard Oldham and Diana Nicklas were served with an Administrative Complaint and Order and the time for filing a petition for hearing lapsed.

Counsel filed a Petition for Enforcement in the Circuit Court for Bradford County and had Oldham and Nicklas personally served. The file was transferred from Brannon, Brown, Haley & Bullock, P.A., to Board Counsel for resolution.

A status conference was held on October 6, 2014. The judge granted Oldham and Nicklas time to meet with District staff to discuss the necessary items required to bring the project into compliance. Staff met with Mr. Oldham at the property on October 26, 2014. They discussed the necessary items required to bring the project into compliance. Mr. Oldham is currently trying to get the equipment to remove the fill. Due to lack of resolution, staff contacted Mr. Oldham and he indicated that the bank has foreclosed on the property. A status conference was held on October 26. The judge gave Mr. Oldham 90 days to bring the project into compliance. Staff will work with counsel and the mortgage company to bring this site into compliance.

**Mr. Oldham informed staff on April 25, 2016 that all required work has been completed. Staff will inspect the site and provide documents to counsel for closeout.**

<b>Respondent</b>	<b>Cannon Creek Airpark</b>
<b>Enforcement Number / County</b>	<b>CE05-0031/ Columbia</b>
<b>Violation</b>	<b>Unpermitted Construction</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>February 2006</b>
<b>Target Date</b>	<b>Ongoing</b>
<b>Legal Fees to date</b>	<b>\$7,048.50</b>
<b>Last Update</b>	<b>September 29, 2015</b>

This enforcement action has been on-going for a number of years. This involves work that was done within the subdivision to alleviate flooding. The work was done without a permit. Columbia County officials are working on a stormwater project that may alleviate the practical need to obtain compliance with the existing District permit, but instead would require that the permit be modified to reflect the system as constructed.

District staff is currently reviewing an ERP application to implement one phase of the County's master stormwater plan that includes the Cannon Creek area, which should address the remaining drainage problems for this project. The District is waiting for Columbia County to respond to the mitigation offer before taking further action on the permit application.

Columbia County responded to the request for additional information. Staff is reviewing the submittal in regards to the proposed wetland mitigation offer.

District staff met with Columbia County on February 28, 2012, to discuss outstanding RAI items and expect to soon receive additional information from the County. Columbia County proposes to "bundle" the wetland mitigation required for this project with mitigation being provided for a Home Depot project. Staff plans to discuss this approach with the District's Governing Board.

A permit for this project was issued on August 6, 2012. Staff is working with Columbia County on an appropriate resolution.

District staff met with Columbia County staff on October 29, 2014 to discuss the path forward, including the possibility of modifying the current ERP permit. **The stormwater issues**

associated with this project are anticipated to be corrected by the work associated with the Columbia County Ichetucknee Headwaters Stormwater Improvement project that recently received funding from FDEP. Staff will continue to update this report as the process unfolds.

**Matters the Governing Board has directed staff to take enforcement**

<b>Respondent</b>	<b>Charlie Hicks, Jr.</b>
<b>Enforcement Number / County</b>	<b>CE07-0087 / Madison County</b>
<b>Violation</b>	<b>Unpermitted Construction in Floodway</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>October 30, 2008</b>
<b>Target Date</b>	<b>Ongoing</b>
<b>Legal Fees to date</b>	<b>\$25,508.03</b>
<b>Last Update</b>	<b>April 26, 2016</b>

The violation consists of construction of a structure in the floodway, without obtaining a Works of the District permit. The case has been before the court several times.

The nonjury trial on damages was conducted on April 3, 2012. The Court entered its Final Judgment awarding the District a total amount of \$31,794.07, which consisted of a \$10,000 penalty, an award of attorneys' fees of \$19,454.50, and legal and investigative costs totaling \$2,339.57. The file was transferred from Brannon, Brown, Haley & Bullock, P.A., to Board Counsel in August 2013 for resolution. The District is in the process of levying on Hick's real property. This is done by a Sheriff's sale. **The Madison County Sheriff's office is scheduling the sale date.**

<b>Respondent</b>	<b>El Rancho No Tengo, Inc.</b>
<b>Enforcement Number / County</b>	<b>CE05-0017 / Columbia</b>
<b>Violation</b>	<b>Unpermitted Construction</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>January 2006</b>
<b>Target Date</b>	<b>Ongoing</b>
<b>Legal Fees to date</b>	<b>\$313,323.93</b>
<b>Last Update:</b>	<b>April 26, 2016</b>

This enforcement matter has been ongoing since 2006 regarding unpermitted construction work on an existing impoundment. Multiple court cases have taken place and several more are active. On April 20, 2016 Judge Parker issued an Order of Recusal and as a result a new judge will be named.

The District applied to the Department of Environmental Protection (DEP) for an Environmental Resource Permit (ERP) for repair of the dam. The ERP has been issued.

<b>Plaintiff</b>	<b>Jeffrey L. Hill, Sr. and Linda P. Hill</b>
<b>Enforcement Number / County</b>	<b>CE11-0045 / Columbia</b>
<b>Violation</b>	<b>NA</b>
<b>Legal Counsel</b>	<b>SRWMD Insurance Legal Counsel</b>
<b>Date sent to legal</b>	<b>August 2011</b>
<b>Target Date</b>	<b>Ongoing</b>
<b>Legal Fees to date</b>	<b>\$9,608.50 (direct cost). \$50,000.00 (approximate costs incurred to date to the insurance company. The District will only be responsible for a \$10,000 deductible due at the close of the case).</b>
<b>Last Update</b>	<b>April 26, 2016</b>

This is not a District enforcement matter, but appears to have been prompted by one. This matter concerns a circuit court complaint filed against the District by Jeffrey and Linda Hill arising out of the District's enforcement litigation against El Rancho No Tengo, Inc. In summary, the Complaint alleges that the District has violated Plaintiffs' personal and property rights, acted with recklessness and malice, taken Plaintiffs' personal property, forced Mr. Hill into bankruptcy, and caused Plaintiffs psychological and emotional harm. Multiple court cases have taken place and several more are active. On April 20, 2016 Judge Parker issued an Order of Recusal and as a result a new judge will be named.

<b>Respondent</b>	<b>Jeffrey Hill / Haight Ashbury Subdivision</b>
<b>Enforcement Number / County</b>	<b>CE04-0003 / Columbia</b>
<b>Violation</b>	<b>Not Built in Accordance with Permitted Plans</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>May 2006</b>
<b>Target Date</b>	<b>November 30, 2015</b>
<b>Legal Fees to date</b>	<b>\$13,209</b>
<b>Last Update</b>	<b>April 26, 2016</b>

This enforcement activity has been ongoing for several years. At a hearing on January 31, 2011, the Court granted the District's motion for summary judgment in this case. The judge's order requires Mr. Hill to comply with the corrective actions specified in the District's final order, imposes a civil penalty, and awards the District its costs and attorney's fees.

The District and Columbia County entered into an interlocal agreement (ILA) setting forth the County's offer to obtain the necessary legal access and perform the correction action required on the stormwater management system. Thereafter, the District would transfer the permit to the County as the perpetual operation and maintenance entity. In exchange for the County's assistance, and other actions agreed to by the County to help the District resolve two other long-standing ERP violations, the District contemplates donating an approximate 42-acre parcel of land on Alligator Lake that adjoins County-owned property.

Columbia County has finished the remedial work. Staff will be inspecting the site with the County by mid-May in order to close out this file.

<b>Respondent</b>	<b>Jeffrey Hill / Smithfield Estates-Phase 1</b>
<b>Enforcement Number / County</b>	<b>CE04-0025 / Columbia</b>
<b>Violation</b>	<b>Not Built in Accordance with Permitted Plans</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>May 2006</b>
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<b>Legal Fees to date</b>	<b>\$13,209</b>
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The County is in the final stages of finishing the remedial work. Staff will be inspecting the site with the County by mid-May in order to close out this file.

MEMORANDUM

TO: Governing Board  
FROM: Noah Valenstein, Executive Director  
DATE: April 28, 2016  
SUBJECT : Authorization to Extend Contract Number 10/11-021 for Suwannee River Partnership (SRP) Cooperative Conservation Technician Services with Florida Department of Agriculture and Consumer Services (FDACS)

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to extend the contract with FDACS to co-fund five Suwannee River Partnership Conservation Technician positions for a period of twelve months. The District's cost for all five positions will not exceed \$117,000.**

BACKGROUND

The Florida Department of Agriculture and Consumer Services (FDACS) and the Florida Department of Environmental Protection (FDEP) as well as the Suwannee River Water Management District (District) through the Suwannee River Partnership (SRP) have recognized the need to provide technical support services to agricultural producers to implement Best Management Practices (BMPs). These services have been critical to the SRP mission to help conserve water and improve water quality in the District.

FDACS, FDEP, and the District funding for this initiative is accomplished with FDACS entering into separate agreements with the Gilchrist County Soil & Water Conservation District, Suwannee County Conservation District, and Madison County Conservation District for these positions that provide service to thirteen counties. The Conservation Districts employ five conservation technicians who work under the direction of FDACS to assist producers with BMPs in fertilization, irrigation, and waste management. The technicians provide significant assistance to District staff regarding water use permitting, and cost share outreach. The technicians and associated areas of responsibility are:

Ryan Lawson – Suwannee, Hamilton, and Lafayette counties  
William Hart – Suwannee, Hamilton, and Lafayette counties  
John Stubblefield – Gilchrist, Dixie, Levy, and Alachua counties  
Scott Tucker - Alachua, Columbia, Gilchrist, Union, and Bradford counties  
Buck Carpenter - Jefferson, Taylor, and Madison counties

The contract period will align with the State of Florida Fiscal Year of July 1<sup>st</sup> through June 30<sup>th</sup>. Funding for the period of October 1, 2015 – September 30, 2016 is included in the FY 2016 budget under budget code 01-6-930-0-2201-05-02 for this program. Funding for the remaining portion of the contract is proposed in the FY 2017 preliminary budget and is contingent upon final approval of the 2017 budget.

DS/rl

MEMORANDUM

TO: Governing Board

THRU: Carlos D. Herd, P.G., Director, Water Supply

FROM: Noah Valenstein, Executive Director

DATE: April 29, 2016

RE: North Florida Regional Water Supply Partnership Stakeholder Advisory  
Committee Update

No meeting was scheduled for the month of April. The next meeting is scheduled for May 23, 2016. An update will be provided at the June 2016 Board meeting.

Please feel free to contact staff prior to the Governing Board meeting if you would like further information.

CH/rl

MEMORANDUM

TO: Governing Board  
FROM: Noah Valenstein, Executive Director  
DATE: April 29, 2016  
RE: District's Weekly Activity Reports

Attached are the weekly District activity reports for the month of April.

Please feel free to contact staff prior to the Governing Board meeting if you would like further information.

NV/rl  
Attachments



## Weekly Activity Report to Governing Board for March 28-April 1, 2016

### ***Executive/ Management***

- Noah Valenstein, Glenn Horvath and Darrell Smith attended Florida Farm Bureau Legislative update in Mayo.
- Noah Valenstein and Darrell Smith attended the USDA State Technical Committee meeting in Gainesville.
- Noah Valenstein, Steve Minnis and Patrick Webster along with City of Starke staff and Momex Foods representatives attended a meeting at the request of Representatives Porter and Van Zant regarding Alligator Creek erosion issues.
- Darrell Smith met with North Florida Holsteins related to their plans for improving their waste management system.
- Steve Minnis met with staff from Levy, Gilchrist and Dixies counties and the cities of Archer, Bronson, Chiefland, Live Oak, Branford, Newberry and Fanning Springs and consultants representing the cities of Madison, Trenton, Waldo, Starke, Otter Creek and High Springs regarding potential springs grants project proposals.

### ***Water Supply***

- Trey Grubbs and Carlos Herd attended a modeling coordination meeting with staff from the other water management districts in Orlando.

### ***Water Resources***

- Tom Mirti and Brian Kaufman attended an FDEP water quality workshop at Cherry Lake in Madison County.

### ***Resource Management***

- Tim Sagul and Pat Webster attended the Florida Floodplain Managers Association meeting in Jacksonville.

### ***Communications***

- Steve Minnis addressed inquiries from Alachua County Today Newspaper regarding the City of High Springs on the District's Alachua/High Springs Wellfield Tract.

### **Announcements for the week of April 11**

- The Governing Board Meeting is scheduled for April 12 starting at 9:00 a.m. at the District's Headquarters.



## **Weekly Activity Report to Governing Board for April 4-8, 2016**

### ***Executive/ Management***

- Noah Valenstein, with Steve Minnis attending, was a guest speaker at the Trenton Rotary Club.
- Noah Valenstein, with Steve Minnis attending, provided a presentation to the Gilchrist County BOCC.
- Steve Minnis met with Dixie County staff and their consultants regarding potential springs projects grants proposals.
- Steve Minnis met with Stacy Tebo, White Springs City Manager, regarding potential springs projects grants proposals.

### ***Water Supply***

- Carlos Herd along with staff from SJRWMD met with GRU regarding the North Florida Regional Water Supply planning efforts.

### ***Water Resources***

- Tom Mirti, Glenn Horvath and Keith Rowell met with representatives from Lyme Timber to discuss the Florida Forever and SWIM programs.
- Tom Mirti presented a hydrologic report to the San Pedro Bay Landowners Association in Perry.

### ***Resource Management***

- Tim Sagul was a guest speaker at the University of Florida's Agricultural and Biological Engineering Department's honor society induction ceremony. He was inducted as an honorary member.
- Pat Webster and Brain Brooker participated in a meeting with Bradford County regarding environmental resource permitting issues.
- Warren Zwanka performed on-site evaluations for the monitoring well abandonments at Barnes Poultry Farm.

### ***Communication***

- Abby Johnson, Jamie Bell and Jessica Bell represented the District at the 7<sup>th</sup> Annual Alligator Lake Festival in Lake City to share information about water resources, water conservation and springs projects.

### ***Announcements for the week of April 18***

- The Springs Grants Public Meeting is scheduled for Wednesday, April 20 at the District's Headquarters.



## Weekly Activity Report to Governing Board for April 11-15, 2016

### ***Executive/ Management***

- Leslie Ames, with Noah Valenstein, Darrell Smith and Glenn Horvath attending, provided a Projects and Planning presentation at the Suwannee River League of Cities meeting.
- Noah Valenstein and Abby Johnson attended the North Florida Economic Development Council meeting in Lake City.

### ***Water Supply***

- Jessica Bell, Amy Brown and Carlos Herd attended a North Florida Regional Water Supply Plan coordination meeting with SJRWMD staff in Palatka.

### ***Water Resources***

- Tom Mirti gave a presentation on SRWMD Monitoring Network at the Santa Fe Springs Working a Group meeting.

### ***Resource Management***

- Pat Webster and Mike Fuller met with representatives of FWC, FDOT, and their consultants to discuss the Edward Bottoms Lands project.
- Brian Kauffman participated in a conference call with the District's FEMA contractors to discuss project updates, pending grants, business plans and Mapping Activities statements.
- Brian Kauffman participated in a conference call with FEMA and other Cooperating Technical partners regarding Risk Map National updates.

### ***Communications***

- Abby Johnson attended the STEM Advisory Council meeting in Lake City for the upcoming Career Day.
- Abby Johnson participated in the bi-weekly DEP communications call.
- Steve Minnis participated in the monthly REDI meeting/conference call.

### **Announcements for the week of April 25**

- None



## Weekly Activity Report to Governing Board for April 18-24, 2016

### ***Executive/ Management***

- Noah Valenstein, Darrell Smith and Leslie Ames participated in the FDEP Suwannee Basin Management Action Plan meeting held at the District.
- Noah Valenstein, Darrell Smith and Justin Garland participated in the Agriculture stakeholders meeting to get input on Ag programs and draft springs proposals at the District.
- Steve Minnis attended the Nature Coast Regional Water Authority Meeting in Fanning Springs.

### ***Administration and Operation***

- The Land Management Team hosted the annual Land Management Review Tour of RO Ranch and Steinhatchee Rise and River. District participants included Al Alexander, Noah Valenstein, Bill McKinstry, Bob Heeke, Edwin McCook, Scott Gregor, Wri Irby, Tyler Futch, Keith Rowel and Abby Johnson.

### ***Water Supply***

- Carlos Herd, Trey Grubbs, and Amy Brown attended the North Florida Southeast Georgia regional groundwater flow model Technical Team meeting at the SJRWMD office in Palatka.

### ***Resource Management***

- Tim Sagul and Gloria Hancock attended the North Central Florida Water Well Association meeting in Ocala.

### ***Communications***

- Steve Minnis in collaboration with SJRWMD and SWFWMD submitted an editorial response regarding the Special To The Sun Opinion by Robert Knight entitled "Flawed models used to permit groundwater pumping" (April 22).

### ***Announcements for the week of May 2***

- The Gilchrist County Board of County Commissioners SWIM Outreach Meeting is scheduled for May 2<sup>nd</sup>.
- The Taylor County Board of County Commissioners SWIM Outreach Meeting is scheduled for May 2<sup>nd</sup>.
- The Jefferson County Board of County Commissioners SWIM Outreach Meeting is scheduled for May 3<sup>rd</sup>.
- The Suwannee County Board of County Commissioners SWIM Outreach Meeting is scheduled for May 3<sup>rd</sup>.
- The Dixie County Board of County Commissioners SWIM Outreach Meeting is scheduled for May 5<sup>th</sup>.