

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

OPEN TO THE PUBLIC

August 9, 2016
9:00 a.m.

District Headquarters
Live Oak, 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 Minutes – June 28, 2016 Audit Committee Meeting, July 12, 2016 Governing Board, Lands Committee and Human Resources Committee Minutes
 - Agenda Item 9 - Approval of June 2016 Financial Report
 - Agenda Item 10 – Declaration of Surplus Property
 - Agenda Item 11 – Contract Amendment for Dispersed Recreation Maintenance Public Use, Mowing and Trimming Secondary and Administrative Roads for Fiscal Year 2016
 - Agenda Item 12 – Authorization to Continue the Cooperative Management Agreement with Florida Forest Service (FFS) for Prescribed Fire Management Services for Fiscal Year 2017
 - Agenda Item 13 – Authorization to Enter into a Contract with Wildland Fire Services, Natural Resource Planning Service, B&B Dugger, Schmidt Reforestation, and Attack-One Fire Management Services for Prescribed Fire Management Services for Fiscal Year 2017
 - Agenda Item 14 – Authorization to Enter into a Contract with Schmidt Reforestation for Roller Chopping and Burning Services on the Mallory Swamp Tract for Fiscal Year 2017
 - Agenda Item 24 – Authorization to Enter into an Interagency Joint Funding Agreement with the United States Geological Survey, Florida District, for Streamgaging Services
 - Agenda Item 25 – Contract with Boyett Enterprises, LLC, (dba Blue Streak Couriers) for Courier Service for Surface and Groundwater Sampling
 - Agenda Item 26 - Authorization to Renew Contract Number 14/15-054 with Water and Air Research, Inc., for Hydrologic, Water Quality, and Biological Sampling
 - Agenda Item 30 - Request for Approval and Authorization to submit the Fiscal Year (FY) 2016-2017 Annual Regulatory Plan to the Office of Fiscal Accountability and Regulatory Reform

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6. Approval of Minutes – June 28, 2016 Audit Committee Meeting, July 12, 2016 Governing Board, Lands Committee and Human Resources Committee 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

8. Update on Legal Activities

DIVISION OF ADMINISTRATION AND OPERATIONS
Roary Snider, Chief of Staff

- | | |
|------------|---|
| AO Page 1 | 9. Approval of June 2016 Financial Report – Recommend Consent |
| AO Page 14 | 10. Declaration of Surplus Property – Recommend Consent |
| AO Page 15 | 11. Contract Amendment for Dispersed Recreation Maintenance Public Use, Mowing and Trimming Secondary and Administrative Roads for Fiscal Year 2016 – Recommend Consent |
| AO Page 16 | 12. Authorization to Continue the Cooperative Management Agreement with Florida Forest Service (FFS) for Prescribed Fire Management Services for Fiscal Year 2017 – Recommend Consent |
| AO Page 17 | 13. Authorization to Enter into a Contract with Wildland Fire Services, Natural Resource Planning Service, B&B Dugger, Schmidt Reforestation, and Attack-One Fire Management Services for Prescribed Fire Management Services for Fiscal Year 2017 – Recommend Consent |
| AO Page 22 | 14. Authorization to Enter into a Contract with Schmidt Reforestation for Roller Chopping and Burning Services on the Mallory Swamp Tract for Fiscal Year 2017 – Recommend Consent |
| AO Page 24 | 15. Authorization to Accept the Barrett 50 LLC. Ace Ranch Conservation Easement Mediation Agreement |
| AO Page 50 | 16. Authorization for Staff to Conduct a Detailed Assessment, Provide Technical Assistance and Commence Negotiations Subject to Levy County Request for Acquisition Assistance for Purchase of Hutchison Family Limited Partnership Parcel on 192 +/- acres in Levy County |
| AO Page 58 | 17. Authorization for Staff to Conduct a Detailed Assessment, Provide Technical Assistance and Commence Negotiations Subject to Levy County Request for Acquisition Assistance for the Waccasassa Fish Club LLC. Parcel on 22.7 +/- acres in Levy County |

- AO Page 66 18. Walker Springs – Layman Law Firm Conservation Easement – Right of First Refusal Conservation Modification Request
- AO Page 126 19. Authorization to Enter into a Contract with United States Geological Survey for LiDAR Data and Quality Control Services
- AO Page 129 20. Land and Facilities Operations Activity Summary Report
- AO Page 132 21. Land Acquisition and Disposition Summary Report

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

- WS Page 1 22. Authorization for Continuation of Contracting for Environmental Monitoring and Assessment Services for the Fiscal Year 2017 Minimum Flows and Levels Program
- 23. Minimum Flows and Levels and Outstanding Florida Springs Update

DIVISION OF WATER RESOURCES
Tom Mirti, Director

- WR Page 1 24. Authorization to Enter into an Interagency Joint Funding Agreement with the United States Geological Survey, Florida District, for Streamgaging Services – **Recommend Consent**
- WR Page 6 25. Contract with Boyett Enterprises, LLC, (dba Blue Streak Couriers) for Courier Service for Surface and Groundwater Sampling – **Recommend Consent**
- WR Page 7 26. Authorization to Renew Contract Number 14/15-054 with Water and Air Research, Inc., for Hydrologic, Water Quality, and Biological Sampling – **Recommend Consent**
- WR Page 9 27. Vertical Datum Conversion of Flood Forecasting Gages to NAVD88
- WR Page 11 28. Monitoring Well Network Plan
- WR Page 12 29. Agricultural Water Use Monitoring Update

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

- RM Page 1 30. Request for Approval and Authorization to submit the Fiscal Year (FY) 2016-2017 Annual Regulatory Plan to the Office of Fiscal Accountability and Regulatory Reform – **Recommend Consent**
- RM Page 11 31. Approval of a Modification of Water Use Permit 2-121-221702-3, with a 0.5625 mgd Increase in Allocation, Authorizing the Use of 2.0536 mgd of Groundwater for Agricultural and Industrial Uses at the Beaver Ranch-Stagecoach Facility Project, Suwannee County

- RM Page 22 32. Permitting Summary Report
- RM Page 24 33. Enforcement Status Report

EXECUTIVE OFFICE
Noah Valenstein, Executive Director

- EO Page 1 34. Approval to Enter into Contract with an Agriculture Producer to Provide Water Conservation Cost-Share Funding
- EO Page 3 35. Authorization for the Executive Director to Enter into an Agreement with the City of Jasper to Perform Additional Improvements Related to a Completed RIVER Project for an Amount not to Exceed \$10,000.00
- 36. State Springs Grant Program Update
- EO Page 7 37. North Florida Regional Water Supply Partnership Stakeholder Committee Update
- EO Page 8 38. District’s Weekly Activity Reports
- 39. Announcements

Unless otherwise noted, all meetings are at District Headquarters in Live Oak, Florida

September 13, 2016	3:00 p.m.	Board Meeting
	5:05 p.m.	First Public Hearing on FY 2017 Budget District Headquarters
September 27, 2016	3:00 p.m.	Workshop &/or Committee Meetings
	5:05 p.m.	Final Public Hearing on FY 2017 Budget District Headquarters

****Board Workshops immediately follow Board Meetings unless otherwise noted.**

- 40. Adjournment

Any member of the public, who wishes to address the Board on any agenda item, or any other topic, must sign up (including the completion of the required speaker forms) with the Executive Director or designee before the time designated for Public Comment. During Public Comment, the Chair shall recognize those persons signed up to speak on agenda items first. To the extent time permits, the Chair shall thereafter recognize those persons signed up to speak on non-agenda items. Unless, leave is given by the Chair, (1) all speakers will be limited to three minutes per topic, (2) any identifiable group of three persons or more shall be required to choose a representative, who shall be limited to five minutes per topic. When recognized by the Chair during Public Comment, a speaker may request to be allowed to make his or her comments at the time the Board considers a particular agenda item. The Chair may grant or deny such request in the Chair’s sole discretion.

Definitions:

- "Lobbies" is defined as seeking to influence a district policy or procurement decision or an attempt to obtain the goodwill of a district official or employee. (112.3261(1)(b), Florida Statutes [F.S.]

- "Lobbyist" is a person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. (112.3215(1)(h), F.S.)

The Board may act upon (including reconsideration) any agenda item at any time during the meeting. The agenda may be changed only for good cause as determined by the Chair and stated in the record. If, after the regular time for Public Comment, the agenda is amended to add an item for consideration, the Chair shall allow public comment on the added agenda item prior to the Board taking action thereon.

All decisions of the Chair concerning parliamentary procedures, decorum, and rules of order will be final, unless they are overcome by a majority of the members of the Board in attendance.

If any person decides to appeal any decision with respect to any action considered at the above referenced meeting and hearing, such person may need to ensure a verbatim record of the proceeding is made to include testimony and evidence upon which the appeal is made.

AGENDA
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
GOVERNING BOARD WORKSHOP

OPEN TO THE PUBLIC

August 9, 2016
Following the Governing Board Meeting

District Headquarters
Live Oak, FL

- North Florida Regional Water Supply Plan Update

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AUDIT COMMITTEE TELECONFERENCE MEETING

OPEN TO THE PUBLIC

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 Lands Committee 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.

June 28, 2016
9:00 a.m.

District Headquarters
Live Oak, FL

Audit Committee Members present:

Don Quincey – Chair (conference phone)
Richard Schwab – (conference phone)
Virginia Johns – (conference phone)

The Audit Committee meeting began at 9:07 a.m.

Guest:

Richard Powell, Powell & Jones, CPA (conference phone)

Staff:

Noah Valenstein
Robin Lamm
Roary Snider

General Discussion

- Draft SRWMD Annual Financial, Audit and Financial Statements – September 30, 2015 – Powell & Jones, CPA

MRS. JOHNS MADE A MOTION TO ACCEPT THE DRAFT SRWMD ANNUAL FINANCIAL, AUDIT AND FINANCIAL STATEMENTS, REPORT SEPTEMBER 30, 2015 WITH THE CORRECTION OF SCRIVERERS ERRORS. THE MOTION WAS SECONDED BY MR. SCHWAB. UPON VOTE OF THE COMMITTEE, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: JONES, SCHWAB, AND QUINCEY.)

The Audit Committee adjourned at 9:28 a.m.

Chair

ATTEST:

Minutes of Audit Committee Meeting

June 28, 2016

Minutes of Governing Board Meeting, Workshops and Committee Meetings

July 12, 2016

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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

July 12, 2016

District Headquarters

Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
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		X	

Governing Board General Counsel

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

Staff:

Position	Name	Present	Not Present
Executive Director	Noah Valenstein	X	
Gov. Affairs / Communications Director	Steve Minnis	X	
Chief of Staff	Roary Snider	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	
Ag Director	Darrell Smith	X	

Guests:

Thomas Lynn, Suwannee Democrat	Gary Hardacre, City of Alachua
Whitney Jacobs, Hopping, Green & Sams	Ryan Matthews, FDEP
Jazz Tomasselti, Hopping, Green & Sams	Kristen Summers, FDEP
Sterling Ladady, Hopping, Green & Sams	Sammy Williams, FFWCC
Eric Olsen, Hopping, Green & Sams	Paul Still, BSWCD
Merrillee Malwitz-Jipson, Sierra Club	Jim Tatum, Our Santa Fe River
Carolee Howe, Shenandoah Dairy	Ray Hodge, Southeast Milk
Hugh Thomas, FDACS	Cliff Starling, FDACS
Jeff Hill	Paul Trevison
Chris Mericle	

Minutes of Audit Committee Meeting

June 28, 2016

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Staff

Abby Johnson
Tara Rodgers
Leroy Marshall
Tammie Girard
Leslie Ames
Jamie Bell
Bill McKinstry
Tyler Jordan
Robin Lamm

Justin Garland
Keith Rowell
Diane Bell
Ben Glass
Warren Zwanka
John Good
Darlene Saindon
Lisa Cheshire

The meeting was called to order at 9:05 a.m.

Agenda Item No. 3 - Announcement of any Amendments to the Agenda by the Chair:

- Division of Administration and Operations – Agenda Item 10 – Approval of Tentative Fiscal Year 2017 Millage and Budget (Removed from Consent Items)
- Division of Administration and Operations – Agenda Item 11 - Approval of Resolution No. 2016-04 for Release of 2016-2017 State Appropriations (Added to Consent Items)

MRS. SANCHEZ MADE A MOTION TO ACCEPT THE AMENDMENTS TO THE JULY AGENDA. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, JOHNS, JONES, SANCHEZ, SCHWAB AND WILLIAMS.)

Agenda Item No. 4 – Public Comment.

- Chris Mericle – Sabal Trail pipeline concerns
- Jim Tatum, Our Santa Fe River – Moratorium on Water Use Permits over 100,000 gallons or more, comments and concerns regarding Sabal Trail pipeline and proposed mine in Bradford County.
- Patrick Trevison – Interior road repairs at Steinhatchee Springs Management Area.
- Carollee Howe - Thanks for continued Agriculture support by the District.
- Merrillee Malwitz-Jipson, Sierra Club - Sabal Trail pipeline concerns and natural gas lines concerns.

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

- Agenda Item 6 - June 9, 2016 Interim Lands Committee and June 14, 2016 Governing Board and Workshop Minutes
- Agenda Item 9 – Approval of May 2016 Financial Report
- Agenda Item 11 - Approval of Resolution No. 2016-04 for Release of 2016-2017 State Appropriations
- Agenda Item 17- Interagency Agreement with St. Johns River Water Management District for Surface and Groundwater Chemistry Analysis
- Agenda Item 20 - Approval of a Modification of Water Use Permit 2-075-215837-2, with a 0.0014 mgd Increase in Allocation and a 10-Year Permit Extension, Authorizing the Use of 0.0285 mgd of Groundwater for Agricultural Use at the Chillura Project, Levy County
- Agenda Item 21 - Approval of a Modification of Water Use Permit 2-041-220812-3, with a 0.1561 mgd Decrease in Allocation and a 4-Year Permit Extension, Authorizing the Use of 1.2509 mgd of Groundwater for Agricultural Use at the Old College Tract Project, Gilchrist County

Minutes of Audit Committee Meeting

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

Agenda Item No. 6 – June 9, 2016 Interim Lands Committee and June 14, 2016 Governing Board and Workshop Minutes

THE JUNE 9, 2016 INTERIM LANDS COMMITTEE AND JUNE 14, 2016 GOVERNING BOARD AND WORKSHOP MINUTES WERE APPROVED WITH THE CONSENT ITEMS.

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.
- Presentation of Service Award to Diane Bell for 30 years of service at the District.

GOVERNING BOARD LEGAL COUNSEL

Agenda Item No. 8 - Tom Reeves updated the Board regarding Sabal Trail Transmission vs. SRWMD and the Ace Ranch Mediation Agreement Update.

a.) Tommy Reeves recommended the approval of the Stipulated Final Judgement as stated in the materials provided to the Board, which includes the Chinquapin Farms Conservation Easement.

Merrilee Malwitz-Jipson, Chris Mericle and Eric Olsen provided comments to the Board.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE LEGAL COUNSEL TO APPROVE THE STIPULATED FINAL JUDGEMENT AND AUTHORIZE LEGAL COUNSEL TO SIGN ON BEHALF OF THE BOARD WHICH COVERS THE CHINQUIPIN FARMS CONSERVATION EASEMENT TRACT. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, JOHNS, JONES, SANCHEZ, SCHWAB AND WILLIAMS.)

b.) Tommy Reeves updated the Board on the Ace Ranch Mediation Agreement extension request.

DIVISION OF ADMINISTRATION AND OPERATIONS

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

Agenda Item No. 10 - Approval of Tentative Fiscal Year 2017 Millage and Budget – Recommend Consent (Removed from Consent Items) – Updated. Roary Snider, Chief of Staff, presented staff recommendation to the Governing Board 1) set the tentative millage at the rollback rate of 0.4093*; 2) approve the Tentative Fiscal Year (FY) 2017 Budget of \$61,929,236; 3) authorize staff to make recommended adjustments and corrections; 4) submit the Standard Format Tentative Budget pursuant to Section 373.536(5), Florida Statutes, and 5) authorize staff to notify the Property Appraisers of the District's 15 counties that the District proposes to levy a rollback millage rate, the District will hold one public hearing on September 13, 2016, at 5:05 p.m. to tentatively adopt the FY

2017 budget and establish the millage rate, and will hold a second public hearing on September 27, 2016, at 5:05 p.m. to adopt the FY 2017 budget and establish the millage rate.

**This rate is estimated as of 6/30/16 and represents incomplete data. This rate will be updated as completed data is reported to the District.*

MR. JONES MADE A MOTION TO 1) SET THE TENTATIVE MILLAGE AT THE ROLLBACK RATE OF 0.4093; 2) APPROVE THE TENTATIVE FISCAL YEAR (FY) 2017 BUDGET OF \$61,929,236; 3) AUTHORIZE STAFF TO MAKE RECOMMENDED ADJUSTMENTS AND CORRECTIONS; 4) SUBMIT THE STANDARD FORMAT TENTATIVE BUDGET PURSUANT TO SECTION 373.536(5), FLORIDA STATUTES, AND 5) AUTHORIZE STAFF TO NOTIFY THE PROPERTY APPRAISERS OF THE DISTRICT'S 15 COUNTIES THAT THE DISTRICT PROPOSES TO LEVY A ROLLBACK MILLAGE RATE, THE DISTRICT WILL HOLD ONE PUBLIC HEARING ON SEPTEMBER 13, 2016, AT 5:05 P.M. TO TENTATIVELY ADOPT THE FY 2017 BUDGET AND ESTABLISH THE MILLAGE RATE, AND WILL HOLD A SECOND PUBLIC HEARING ON SEPTEMBER 27, 2016, AT 5:05 P.M. TO ADOPT THE FY 2017 BUDGET AND ESTABLISH THE MILLAGE RATE WITH THE KNOWLEDGE OF POSSIBLE MILLAGE RATE UPDATE. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, JOHNS, JONES, SANCHEZ, SCHWAB AND WILLIAMS.)

Agenda Item No. 11 - Approval of Resolution No. 2016-04 for Release of 2016-2017 State Appropriations – Recommend Consent – Updated - Approved on Consent

Agenda Item No. 12 - Declaration of Surplus and Approval of Surplus Plan – Country Club Road Parcels, 78 Acres +/- Columbia County. Keith Rowell, Surveyor, presented staff recommendation to the Board to declare the 78 Acres +/- Country Club Road parcels in Columbia County are no longer needed, authorize the Executive Director to declare parcels for surplus and approve the proposed surplus plan.

MR. JONES MADE A MOTION TO DECLARE THE 78 ACRES +/- COUNTRY CLUB ROAD PARCELS IN COLUMBIA COUNTY ARE NO LONGER NEEDED AUTHORIZE THE EXECUTIVE DIRECTOR TO DECLARE PARCELS FOR SURPLUS AND APPROVE THE PROPOSED SURPLUS PLAN. THE MOTION WAS SECONDED BY MR. WILLIAMS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, JOHNS, JONES, SANCHEZ, SCHWAB AND WILLIAMS.)

Agenda Item No. 13 - Declaration of Surplus - Horseshoe Beach Wellfield Tract – 98 Acres +/- in Dixie County. Mr. Rowell presented staff recommendation to the Board to declare the Horseshoe Beach Wellfield Tract is no longer needed for conservation, declare the tract for surplus and authorize the Executive Director to convey the tract to the Town of Horseshoe Beach.

MR. JONES MADE A MOTION TO DECLARE THE HORSESHOE BEACH WELLFIELD TRACT NO LONGER NEEDED FOR CONSERVATION, DECLARE THE TRACT FOR SURPLUS AND AUTHORIZE THE EXECUTIVE DIRECTOR TO CONVEY THE TRACT TO THE TOWN OF HORSESHOE BEACH. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, JOHNS, JONES, SANCHEZ, SCHWAB AND WILLIAMS.)

Minutes of Audit Committee Meeting

June 28, 2016

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July 12, 2016

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Agenda Item No. 14 - Fiscal Year (FY) 2016 Land Management Review Team Report. Bill McKinstry, Land and Facilities Operation Manager, provided an overview of the FY 2016 Land Management Review Team Report to the Board.

Agenda Item No. 15 - 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. 16 - 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

Minimum Flows and Levels Presentation. John Good, Chief Professional Engineer, provided a PowerPoint presentation to the Board regarding the MFL process and status of the Upper Santa Fe River MFL.

Paul Still, Mrs. Still and Merrilee Malwitz-Jipson provided comments to the Board.

DIVISION OF WATER RESOURCES

Falmouth-Cathedral Cave System Exploration Presentation. Tara Rodgers, Environmental Scientist, presented the Board with a PowerPoint regarding the Falmouth-Cathedral Cave System.

Chris Mericle and Merrilee Malwitz-Jipson provided comments to the Board.

Agenda Item No. 17 - Interagency Agreement with St. Johns River Water Management District for Surface and Groundwater Chemistry Analysis. – Approved on Consent

Agenda Item No. 18 - Monitoring Well Network Improvement Plan. The Monitoring Well Network Improvement Plan was provided as an informational item in the Board materials.

Agenda Item No. 19 - 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. 20 – Approval of a Modification of Water Use Permit 2-075-215837-2, with a 0.0014 mgd Increase in Allocation and a 10-Year Permit Extension, Authorizing the Use of 0.0285 mgd of Groundwater for Agricultural Use at the Chillura Project, Levy County – Approved on Consent

Agenda Item No. 21 – Approval of a Modification of Water Use Permit 2-041-220812-3, with a 0.1561 mgd Decrease in Allocation and a 4-Year Permit Extension, Authorizing the Use of 1.2509 mgd of Groundwater for Agricultural Use at the Old College Tract Project, Gilchrist County – Approved on Consent

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

Agenda Item No. 23 – Enforcement Status Report. The Enforcement Status Report was provided as an informational item in the Board materials.

EXECUTIVE OFFICE

Agenda Item No. 24 – Authorization for the Executive Director to Enter into Three Agreements with the Florida Department of Environmental Protection to Receive Funds and to Enter into Interlocal Agreements with the City of Lake City, Columbia County Board of County Commissioners, and Florida Gateway College. Justin Garland, Engineer, presented staff recommendation to the Governing Board to (1) authorize the Executive Director to enter into three agreements with the Florida Department of Environmental Protection (FDEP) to receive grant funds and (2) to enter into interlocal agreements to implement the Lake City Retrofit Project in the Amount of \$98,850.00, the Columbia County Jail Retrofit Project in the Amount of \$557,654.45, and the Florida Gateway College Cooling Towers Replacement and Pond Makeup Replacement System Project in the Amount of \$212,000.00.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE (1) AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO THREE AGREEMENTS WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO RECEIVE GRANT FUNDS AND (2) TO ENTER INTO INTERLOCAL AGREEMENTS TO IMPLEMENT THE LAKE CITY RETROFIT PROJECT IN THE AMOUNT OF \$98,850.00, THE COLUMBIA COUNTY JAIL RETROFIT PROJECT IN THE AMOUNT OF \$557,654.45, AND THE FLORIDA GATEWAY COLLEGE COOLING TOWERS REPLACEMENT AND POND MAKEUP REPLACEMENT SYSTEM PROJECT IN THE AMOUNT OF \$212,000.00. THE MOTION WAS SECONDED BY MR. SCHWAB. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, JOHNS, JONES, SANCHEZ, SCHWAB AND WILLIAMS.)

Agenda Item No. 25 - North Florida Regional Water Supply Partnership Stakeholder 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. 26 - District's Weekly Activity Reports. The District's Weekly Activity Reports were provided as an informational item in the Board materials.

Agenda Item No. 27 - Announcements

Agenda Item No. 28 - Adjournment

Meeting adjourned at 12:16 p.m.

Chair

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
LAND COMMITTEE MEETING

OPEN TO THE PUBLIC

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 Committee 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.

July 12, 2016
Following Board Meeting

District Headquarters
Live Oak, FL

The Lands Committee meeting began at 12:54 p.m.

Lands Committee Members Present:

Al Alexander	Kevin Brown
Bradley Williams	Gary Jones
Virginia Sanchez	

Guests:

Jon Kohler, Jon Kohler & Associates	Matt Weldon, Levy County Parks and Recreation
Dan Kushner, Highland Precision Ag	Kristen Simmons, FDEP
Ryan Matthews, FDEP	Chris Tanner, Manson Bolves, Donaldson & Varn
Paul Catlett, Camp Blanding	

Staff:

Noah Valenstein	Roary Snider
Tom Mirti	Leslie Ames
Jamie Bell	Tim Sagul
Ben Glass	Carlos Herd
Steve Minnis	Bill McKinstry
Keith Rowell	Robin Lamm
Tommy Reeves	Abby Johnson
Leah Lamontagne	Tammy Girard

General Discussion

- Santa Fe River Ranch, LLC. - Alachua County – Keith Rowell, Surveyor, updated the Committee Alachua County process with project.
- Camp Blanding Buffers Cooperative Management Agreement – Bradford County Discussion of Hunting Lease Request – staff recommends denial of the hunting lease request.

Paul Catlett, Camp Blanding, provided comments to the Committee.

Motion made by Committee to approve the staff recommendation to deny the hunting least request.

- ~~Chinquapin Plantation Conservation Easement Modification Request – Suwannee County~~ – Removed from Lands Agenda per owner's request.

- Ace Ranch Conservation Easement Mediation Agreement - Lafayette County
Bill McKinstry, Lands and Facilities Operations Manager, presented the request from Ace Ranch to extend the Mediation Agreement for 6 months.

Motion made by Committee to forward to Governing Board for consideration of the extension.

Land Acquisition

Mr. Rowell reviewed the following property offers:

Hutchison Family LP - (192.23 Acres +/-) - Levy County - staff recommends forwarding property offer to the Board for consideration of detailed assessment, technical assistance and assistance with locating grant funding for Levy County to purchase property.

Matt Weldon, Levy County Parks and Recreation, provided comments to the Committee on the Hutchinson Family LP and Waccasassa Fish Club LLC properties.

Motion made by Committee to forward to Governing Board for consideration of detailed assessment, technical assistance and assistance with locating grant funding for Levy County to purchase property.

- Waccasassa Fish Club LLC – (22.7 Acres +/-) - Levy County – staff recommends forwarding property offer to the Board for consideration of detailed assessment, technical assistance and assistance with locating grant funding for Levy County to purchase property.

Motion made by Committee to forward to Governing Board for consideration of detailed assessment, technical assistance and assistance with locating grant funding for Levy County to purchase property.

Walker Springs - Layman Law Firm Conservation Easement - Right of First Refusal / Easement Modification Request - Jefferson County - Tom Reeves, Board Counsel, recommends to forward to Board to file Declaratory Judgement Action with the Courts unless the property owners can work our agreement before Board meeting. If agreement is reached by owners, to approve the right of First Refusal.

John Kohler, City First, provided comments to the Board.

Motion made by Committee to forward to Board to file Declaratory Judgement Action with the Courts unless the property owners can work our agreement before Board meeting. If agreement is reached by owners, to approve the right of First Refusal.

The Lands Committee adjourned at 1:57 p.m.

Chair

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
HUMAN RESOURCES COMMITTEE MEETING

OPEN TO THE PUBLIC

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 Committee 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.

July 12, 2016
Following Board Meeting

District Headquarters
Live Oak, FL

The Human Resources Committee meeting began at 1:59 p.m.

Human Resources Committee Members Present:

Gary Jones
Richard Schwab
Virginia Sanchez

Staff:

Tom Mirti	Leslie Ames
Jamie Bell	Tim Sagul
Ben Glass	Carlos Herd
Steve Minnis	Bill McKinstry
Keith Rowell	Robin Lamm
Noah Valenstein	Roary Snider
Lisa Cheshire	Abby Johnson
Leah Lamontagne	Tammy Girard

Roary Snider, Chief of Staff, presented an update to the Committee regarding the progress of the HR Consultant bid being prepared by staff and the new FY2017 employee health insurance updates.

The Human Resources Committee adjourned at 2:30 p.m.

Chair

ATTEST:

MEMORANDUM

TO: Governing Board

FROM: Roary E. Snider, Esq., Chief of Staff

DATE: July 31, 2016

RE: Approval of June 2016 Financial Report

RECOMMENDATION

Staff recommends the Governing Board approve the June 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
June 2016**

ACCOUNT	Monthly Interest	Interest Rate %	Closing Balance
Bank of America Permit Fee	-	-	\$310,860.07
First Federal Permit Fee	\$6.09	0.30%	\$28,171.73
First Federal Depository	\$363.66	0.44%	\$2,116,489.25
SPIA	\$69,490.68	1.74%	\$47,598,716.40
TOTAL	\$69,860.43		\$50,054,237.45

**Suwannee River Water Management District
Statement of Sources and Uses of Funds
For the Month ending June 30, 2016
(Unaudited)**

Sources	Current Budget	Actuals Through 6/30/2016	Variance (Under)/Over Budget	Actuals As A % of Budget
Ad Valorem Property Taxes	\$5,580,000	\$ 5,505,640	\$ (74,360)	99%
Intergovernmental Revenues	\$22,043,352	\$ 12,891,433	(9,151,918)	58%
Interest on Invested Funds	\$300,000	\$ 491,642	191,642	164%
License and Permit Fees	\$135,000	\$ 124,743	(10,257)	92%
Other	\$405,600	\$ 923,362	517,762	228%
Fund Balance	\$16,830,718	\$ -	(16,830,718)	0%
Total Sources	\$45,294,670	\$ 19,936,819	\$ (25,357,851)	44%

Uses	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Water Resources Planning and Monitoring	\$9,766,226	\$ 3,770,865	\$ 45,432	\$ 5,949,929	39%	39%
Acquisition, Restoration and Public Works	\$29,824,383	8,898,881	36,557	20,888,945	30%	30%
Operation and Maintenance of Lands and Works	\$2,633,661	1,447,240	7,657	1,178,764	55%	55%
Regulation	\$1,319,102	841,305	962	476,835	64%	64%
Outreach	\$245,482	142,582	-	102,900	58%	58%
Management and Administration	\$1,505,816	986,379	26,027	493,410	66%	67%
Total Uses	\$45,294,670	\$ 16,087,253	\$ 116,634	\$ 29,090,783	36%	36%

¹ Encumbrances represent unexpended balances of open purchase orders and contracts.

² Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This financial statement is prepared as of June 30, 2016 and covers the interim period since the most recent audited financial statements.

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)

June 30, 2016

Recap of All Funds	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	19,936,819.39	0.00	45,294,670.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	3,416,042.39	0.00	5,875,056.00
TOTAL OTHER PERSONAL SERVICES	7,697,155.04	48,718.23	26,103,859.00
TOTAL OPERATING EXPENSES	990,722.44	67,915.89	1,778,303.00
TOTAL CAPITAL OUTLAY	240,515.74	0.00	251,750.00
TOTAL FIXED CAPITAL OUTLAY	2,519,167.00	0.00	3,247,967.00
TOTAL INTERAGENCY EXPENSES	1,223,650.04	0.00	8,037,735.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>16,087,252.65</u>	<u>116,634.12</u>	<u>45,294,670.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>3,849,566.74</u>	<u>(116,634.12)</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>
REVENUES			
TOTAL REVENUES	4,687,499.11	0.00	9,569,837.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	1,956,137.84	0.00	3,569,970.00
TOTAL OTHER PERSONAL SERVICES	933,974.18	12,161.63	3,673,562.00
TOTAL OPERATING EXPENSES	565,545.22	60,259.04	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	359,050.35	0.00	703,561.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>3,980,230.33</u>	<u>72,420.67</u>	<u>9,569,837.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>707,268.78</u>	<u>(72,420.67)</u>	<u>0.00</u>
Fund 2: Emergency Management	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	0.00	0.00	0.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	18,196.83	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>18,196.83</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(18,196.83)</u>	<u>0.00</u>	<u>0.00</u>

**Expenditures as a result of TS Colin; Covered by General Fund District Revenues*

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)

June 30, 2016

Fund 04: Ichetucknee Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	2,531,443.24	0.00	4,733,889.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	2,531,443.24	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>2,531,443.24</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>

Fund 05: Middle Suwannee	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	162,562.29	0.00	996,000.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	162,562.29	36,556.60	996,000.00
TOTAL OPERATING EXPENSES	73,949.90	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>236,512.19</u>	<u>36,556.60</u>	<u>996,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(73,949.90)</u>	<u>(36,556.60)</u>	<u>0.00</u>
<i>*DEP grant to cover Operating Expenses</i>			

Fund 06: Springs Appropriation 2014-15	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	1,352,261.50	0.00	10,129,374.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	6,232.79	0.00	71,374.00
TOTAL OTHER PERSONAL SERVICES	2,006,115.05	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>2,016,347.84</u>	<u>0.00</u>	<u>10,129,374.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(664,086.34)</u>	<u>0.00</u>	<u>0.00</u>
<i>*Excess to be covered by DEP Reimbursement Grant</i>			

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)

June 30, 2016

Fund 07: Local Revenue	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	105,600.00	0.00	105,600.00
EXPENSES			
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	105,600.00	0.00	105,600.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>105,600.00</u>	<u>0.00</u>	<u>105,600.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Fund 08: WMLTF / Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	1,207,483.47	0.00	2,350,234.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	354,392.36	0.00	465,124.00
TOTAL OTHER PERSONAL SERVICES	519,291.10	0.00	1,333,375.00
TOTAL OPERATING EXPENSES	2,164.77	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	249,242.24	0.00	531,135.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>1,125,090.47</u>	<u>0.00</u>	<u>2,350,234.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>82,393.00</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>
REVENUES			
TOTAL REVENUES	111,132.62	0.00	3,016,826.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	3,421.85	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>31,766.85</u>	<u>0.00</u>	<u>3,016,826.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>79,365.77</u>	<u>0.00</u>	<u>0.00</u>

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)

June 30, 2016

Fund 11: FEMA FY 2009	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	336.00	0.00	5,000.00
EXPENSES			
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>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Fund 12: DOT ETDM	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	433.49	0.00	1,000.00
EXPENSES			
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	<u>217.32</u>	<u>0.00</u>	<u>1,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>216.17</u>	<u>0.00</u>	<u>0.00</u>
Fund 13: WMLTF / Operations, Land Acquisition & Management	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	1,206,712.08	0.00	2,396,357.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	397,115.07	0.00	728,648.00
TOTAL OTHER PERSONAL SERVICES	453,218.44	0.00	994,000.00
TOTAL OPERATING EXPENSES	332,674.57	7,656.85	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	20,604.00	0.00	235,500.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>1,203,612.08</u>	<u>7,656.85</u>	<u>2,396,357.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>3,100.00</u>	<u>(7,656.85)</u>	<u>0.00</u>

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)

June 30, 2016

Fund 15: ERP & Wetlands	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	511,577.80	0.00	766,656.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	445,425.52	0.00	564,906.00
TOTAL OTHER PERSONAL SERVICES	41,179.62	0.00	58,000.00
TOTAL OPERATING EXPENSES	10,187.26	0.00	49,000.00
TOTAL CAPITAL OUTLAY	74,993.00	0.00	75,750.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	18,000.00	0.00	19,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>589,785.40</u>	<u>0.00</u>	<u>766,656.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(78,207.60)</u>	<u>0.00</u>	<u>0.00</u>

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

Fund 16: Water Well Permitting	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	53,450.08	0.00	132,402.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	65,959.17	0.00	113,402.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	14,500.00
TOTAL OPERATING EXPENSES	955.66	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>66,914.83</u>	<u>0.00</u>	<u>132,402.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(13,464.75)</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>
REVENUES			
TOTAL REVENUES	49,950.00	0.00	342,558.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	145,330.01	0.00	297,808.00
TOTAL OTHER PERSONAL SERVICES	692.25	0.00	25,500.00
TOTAL OPERATING EXPENSES	5,186.07	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>151,208.33</u>	<u>0.00</u>	<u>342,558.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(101,258.33)</u>	<u>0.00</u>	<u>0.00</u>

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

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)

June 30, 2016

Fund 19: DOT Mitigation	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	3,963,995.08	0.00	4,070,998.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	10,640.69	0.00	20,998.00
TOTAL OTHER PERSONAL SERVICES	363,309.62	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>2,893,161.31</u>	<u>0.00</u>	<u>4,070,998.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>1,070,833.77</u>	<u>0.00</u>	<u>0.00</u>

Fund 29: SRP	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	43,049.51	0.00	175,000.00
EXPENSES			
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	39,270.59	0.00	175,000.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>39,270.59</u>	<u>0.00</u>	<u>175,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>3,778.92</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>
REVENUES			
TOTAL REVENUES	1,131.69	0.00	0.00
EXPENSES			
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>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>1,131.69</u>	<u>0.00</u>	<u>0.00</u>

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)

June 30, 2016

Fund 45: FEMA FY 2010	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	9,705.00	0.00	5,000.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	9,705.00	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>9,705.00</u>	<u>0.00</u>	<u>5,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Fund 48: FEMA FY 2011	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	145,217.50	0.00	250,000.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	145,217.50	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>145,217.50</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>
REVENUES			
TOTAL REVENUES	1,311,843.74	0.00	1,340,000.00
EXPENSES			
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>1,283,818.47</u>	<u>0.00</u>	<u>0.00</u>

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)

June 30, 2016

Fund 52: DACS	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	0.00	0.00	250,000.00
EXPENSES			
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	0.00	0.00	250,000.00
EXCESS REVENUES OVER (UNDER) EXPENDITURES	0.00	0.00	0.00
Fund 53: District River Cost Share	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	2,022,913.68	0.00	2,007,500.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	15,951.64	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	427,882.86	0.00	2,007,500.00
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	443,849.49	0.00	2,007,500.00
EXCESS REVENUES OVER (UNDER) EXPENDITURES	1,579,064.19	0.00	0.00
Fund 54: FEMA FY 2012	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	384,720.34	0.00	150,000.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	384,720.34	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	384,720.34	0.00	150,000.00
EXCESS REVENUES OVER (UNDER) EXPENDITURES	0.00	0.00	0.00

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL (UNAUDITED)

June 30, 2016

Fund 55: FEMA FY 2013	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	73,068.50	0.00	150,000.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	73,068.50	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>73,068.50</u>	<u>0.00</u>	<u>150,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 56: FEMA Grants	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	0.00	0.00	450,000.00
EXPENSES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	450,000.00
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>450,000.00</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)

June 30, 2016

Fund 60: Reimbursable Grants	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
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	366.40	0.00	950,743.00
60-0439-0-2400-05-02-000-0000 DOT Mitigation Revenue - Union	366.27	0.00	499,696.00
TOTAL REVENUES	<u>732.67</u>	<u>0.00</u>	<u>1,900,439.00</u>
EXPENSES			
SALARIES AND BENEFITS			
60-1516-0-1103-02-00-000-0000 Salaries - NFWF/Oil Spill Response	8,639.55	0.00	0.00
60-1516-0-2400-05-01-000-0000 Salaries - Union County LAP - CR 229	629.63	0.00	0.00
60-1516-0-2400-05-02-000-0000 Salaries - Union County LAP - CR 241	548.98	0.00	0.00
60-1520-0-1103-02-00-000-0000 Group Insurance - NFWF/Oil Spill	1,289.92	0.00	0.00
60-1520-0-2400-05-01-000-0000 Group Insurance - Union County LAP	135.67	0.00	0.00
60-1520-0-2400-05-02-000-0000 Group Insurance - Union County LAP	115.58	0.00	0.00
60-1521-0-1103-02-00-000-0000 Retirement - NFWF/Oil Spill	813.74	0.00	0.00
60-1521-0-2400-05-01-000-0000 Retirement - Union County LAP - CR	45.73	0.00	0.00
60-1521-0-2400-05-02-000-0000 Retirement - Union County LAP - CR	39.83	0.00	0.00
60-1525-0-1103-02-00-000-0000 Social Security - NFWF/Oil Spill	626.55	0.00	0.00
60-1525-0-2400-05-01-000-0000 Social Security - Union County LAP -	46.89	0.00	0.00
60-1525-0-2400-05-02-000-0000 Social Security - Union County LAP -	40.87	0.00	0.00
TOTAL SALARIES AND BENEFITS	<u>12,972.94</u>	<u>0.00</u>	<u>0.00</u>
OTHER PERSONAL SERVICES			
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
TOTAL OTHER PERSONAL SERVICES	<u>0.00</u>	<u>0.00</u>	<u>450,000.00</u>
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
INTERAGENCY EXPENDITURES			
60-6930-0-2400-05-01-000-0000 Interag Expend - Union County LAP -	0.00	0.00	950,743.00
60-6930-0-2400-05-02-000-0000 Interag Expend - Union County LAP -	0.00	0.00	499,696.00
TOTAL INTERAGENCY EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>1,450,439.00</u>
TOTAL RESERVES	0.00	0.00	0.00
TOTAL EXPENSES	<u>12,972.94</u>	<u>0.00</u>	<u>1,900,439.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(12,240.27)</u>	<u>0.00</u>	<u>0.00</u>

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

MEMORANDUM

TO: Governing Board
FROM: Roary E. Snider, Esq., Chief of Staff
DATE: July 31, 2016
RE: Declaration of Surplus Property

RECOMMENDATION

Staff recommends the Governing Board declare the following property item as surplus and authorize staff to dispose of the property item 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 the following item is to reduce operation and maintenance cost. Item proposed for surplus include an eighteen foot (18ft) Work Skiff Boat with 90hp Evinrude outboard and Boatmaster Trailer. The item was donated to the District, have never been used, and no property asset number were ever provided. Staff does not foresee a time in the future when either items will be utilized.

Asset #	Description	Purchase Price	Reason for Surplus
0	Work Skiff Boat with 90hp Evinrude outboard and Boatmaster Trailer	\$0	Operation & Maintenance Cost

/pf

MEMORANDUM

TO: Governing Board
FROM: Roary E. Snider, Esq., Chief of Staff
DATE: July 31, 2016
RE: Authorization for Contract Amendment for Dispersed Recreation Maintenance Public Use, Mowing and Trimming Secondary and Administrative Roads for Fiscal Year 2016

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to amend contracts for Dispersed Recreation Maintenance Public Use, Secondary and Administrative Road Mowing for an amount not to exceed \$36,113.13.

BACKGROUND

The standard for mowing on District lands for public use roads is three times per year for secondary roads two times and administrative roads once. During FY 2016 services for public use road mowing was reduced to two times due to budget constraints, secondary roads reduced to once and no mowing of administrative roads was planned.

Land Resources staff have reviewed the budget and expenditures and identified unencumbered funds that are available to do additional work. Staff identified additional mowing of public use roads on all District lands, secondary and administrative road mowing and trimming on Mallory Swamp and Steinhatchee Springs tract as a high priority. The additional mowing of the public use roads will enhance safety and aesthetics for the visiting public. Mowing and trimming reduces the fire risk and enhance the safety and aesthetics. This road trimming will support timber sales during FY 2017.

Dispersed Recreation Maintenance -Public Use Road Mowing			
13/14-130	Glover Landscape & Irrigation, LLC	Northeast Region – Section 4, Northwest Region, Southeast Region – Section 1	\$2,550.00
13/14-131	M&L Contracting Services	Southwest Region	\$3,255.00
13/14-132	Suwannee Lawn & Garden, Inc.	Northeast Region – Sections 1, 2, & 3, Southeast Region – Section 2	\$1,380.50
Secondary and Administrative Road Mowing Trimming			
13/14-131	M&L Contracting Services	Mallory Swamp and Steinhatchee Springs tracts	\$28,927.63

EM/pf

MEMORANDUM

TO: Governing Board
FROM: Roary E. Snider, Esq., Chief of Staff
DATE: July 31, 2016
RE: Authorization to Continue the Cooperative Management Agreement with Florida Forest Service (FFS) for Prescribed Fire Management Services for Fiscal Year 2017

RECOMMENDATIONS

Staff recommends authorization to continue the Cooperative Management Agreement with the Florida Forest Service (FFS) for Fiscal Year 2017 for an amount not to exceed \$25,000.

BACKGROUND

The Cooperative Management Agreement is intended to allow the District to acquire services from the Florida Forest Service (FFS) to manage District-owned lands for the least possible cost. Most recently it has been used to fund prescribed burning activities on lands not under lease.

Staff from the FFS successfully burned 789 acres in FY 2016 and plan to burn 1,000 acres in FY 2017 in the Perry and Suwannee FFS Districts. This service will be charged to the District at \$25 per acre burned plus equipment costs for fireline installation. These services will complement acres being burned by private contractors.

The \$25,000 funding for these projects are included in the FY 2017 tentative budget and are contingent upon approval of the budget.

SG/pf

MEMORANDUM

TO: Governing Board

FROM: Roary E. Snider, Esq., Chief of Staff

DATE: July 31, 2016

RE: Authorization to Enter into a Contract with Wildland Fire Services, Natural Resource Planning Service, B&B Dugger, Schmidt Reforestation, and Attack-One Fire Management Services for Prescribed Fire Management Services for Fiscal Year 2017

RECOMMENDATIONS

Staff recommends the Governing Board authorize the Executive Director to approve the rankings listed in Tables 1-2 and execute Contracts with Wildland Fire Services, Natural Resource Planning Service, B&B Dugger, Schmidt Reforestation, and Attack-One Fire Management Services for prescribed fire management services on District lands for a total amount not to exceed \$518,691.

BACKGROUND

Prescribed burning is an important tool needed to achieve goals identified in the District's Land Management Plan. It is instrumental in helping to meet long-term vegetation management and natural plant community restoration goals, as well as protecting against the damaging effects of wildfire.

Staff advertised Request for Proposal 15/16-013 AO on June 1, 2016, and the following five firms provided responses by the submittal deadline:

Request for Proposals 15/16-013 AO Respondents

NAME OF FIRM	FIRM'S LOCATION
Attack-One Fire Management Services	Crawfordville, Florida
B&B Dugger Inc.	Crawfordville, Florida
Natural Resource Planning Service	Lake City, Florida
Schmidt Reforestation	Perry, Florida
Wildland Fire Services	Tallahassee, Florida

A Selection Committee met on June 29, 2016 to review and discuss responses to RFP 15/16-013 AO. This Committee selected Wildland Fire Services, Natural Resource Planning Service, B&B Dugger Inc., Schmidt Reforestation, and Attack-One Fire Management Service as the number one ranked firms to conduct prescribed fire on corresponding conservation areas and tracts listed in Tables 1-2. Ranking included evaluating the firm's bid rates, references, qualifications, and experience.

The following items were addressed during the proposal review process:

- Attack-One Fire Management Services was low bidder on approximately 6,000 acres, but they were awarded 1,512 acres. This reduction in acreage was based on their inability to complete assigned acres while under contract with the District in FY2015 and poor reviews from references. Because of this, Selection Committee members chose the second lowest bidder in several cases to fulfill all acreage allocations. The 1,512 acres awarded to Attack-One were chosen from acreage where the difference between their bid and the second lowest bidder was greatest. This provided the most cost savings to the District.
- Natural Resource Planning Service capped the amount of acreage they could burn at 4,000 acres based on their abilities. They were involved in several ties for first and second place ranking. Because of this acreage cap and their inability to take on any additional acreage, the outcome of each tie was forfeited to the opposing firm during the evaluation process.
- For Prescribed Fire Services work in Mallory Swamp, firms were required to provide a rate for each pricing scenario to allow staff the needed flexibility to incorporate potential outside grant funding or to address issues related to helicopter availability or changes in weather/fuel conditions. Attack-One Fire Management Services did not provide all required pricing scenarios and was considered non-responsive. After evaluating these rates, the Selection Committee also determined the aerial burning day rate was the most cost effective and efficient way to pay for this service.
- Schmidt Reforestation was ranked first for both the Prescribed Fire Services work in Mallory Swamp and the Mallory Swamp roller chopping/burning work (see additional memo). However, citing concerns about their ability to complete all the work they were awarded, they declined the Prescribed Fire Services work in Mallory Swamp. This work was then awarded to Wildland Fire Services, the second ranked proposer.

Based on rankings listed below in Tables 1-2, these Contractors will be issued task work orders providing information regarding assigned areas, burn unit timing and completion date requirements. All or part of a work order may be cancelled at management discretion for issues including but not limited to weather, fuel conditions, changes in management objectives or Contractor performance. If a work order is canceled, additional work orders may be issued in alternative work areas based on Contractors' rankings and subject to their contract rates. This will allow for more flexibility and the possibility of more burn goals achieved. If a work order is canceled for reasons related to Contractor performance, District staff may reassign work areas to the next ranked bidder.

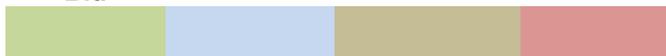
SG/pf
Attachments

Table 1. RFP 15/16-013 AO Rates/Ranking

Schmidt Reforestation (SHR)	Wildland Fire Services (WFS)	Natural Resource Planning Service (NRPS)	B&B Dugger (B&B)	Attack-One (ATK1)	CONSERVATION AREA	REGION	TARGETED FY2017 ACRES	Total Cost	#1 FIRM	#2 FIRM	#3 FIRM
\$39.49	\$47.00	\$35.00	\$50.00	\$42.00	ALLEN MILL POND	NE	0	\$0.00	NRPS	SHR	WFS
\$39.49	\$45.00	\$37.00	\$50.00	\$42.00	ANDERSON SPRING	NE	0	\$0.00	NRPS	SHR	WFS
\$36.89	\$35.00	\$37.00	\$50.00	\$35.00	BAY CREEK	NE	0	\$0.00	WFS	SHR	NRPS
\$36.89	\$38.00	\$40.00	\$45.00	\$40.00	BENTON	NE	230	\$8,484.70	SHR	WFS	NRPS
\$39.49	\$40.00	\$34.00	\$34.00	\$36.00	BIG SHOALS	NE	631	\$21,454.00	B&B	SHR	WFS
\$37.50	\$65.00	\$35.00	\$50.00	\$45.00	CHARLES SPRING	NE	0	\$0.00	NRPS	SHR	B&B
\$39.49	\$40.00	\$45.00	\$55.00	\$39.00	CYPRESS CREEK	NE	321	\$12,676.29	SHR	WFS	NRPS
\$39.49	\$37.00	\$33.25	\$38.00	\$36.00	DEEP CREEK	NE	631	\$20,980.75	NRPS	WFS	B&B
\$39.49	\$42.00	\$37.00	\$50.00	\$36.00	FALMOUTH SPRING	NE	0	\$0.00	NRPS	SHR	WFS
\$39.49	\$65.00	\$40.00	\$50.00	\$42.00	FORT UNION	NE	0	\$0.00	SHR	NRPS	B&B
\$39.49	\$65.00	\$41.90	\$55.00	\$42.00	GRADY	NE	70	\$2,764.30	SHR	NRPS	B&B
\$39.49	\$35.00	\$34.50	\$50.00	\$35.00	HOLTON CREEK	NE	505	\$17,422.50	NRPS	WFS	SHR
\$39.49	\$34.00	\$34.00	\$50.00	\$33.00	LITTLE RIVER	NE	416	\$14,144.00	WFS	SHR	B&B
\$39.49	\$84.00	\$60.00	\$55.00	\$50.00	LOWER ALAPAHA	NE	0	\$0.00	SHR	B&B	NRPS
\$37.89	\$38.00	\$34.90	\$50.00	\$39.00	PEACOCK SPRINGS	NE	491	\$17,135.90	NRPS	SHR	WFS
\$39.49	\$45.00	\$48.00	\$50.00	\$39.00	SUWANNEE VALLEY	NE	376	\$14,848.24	SHR	WFS	NRPS
\$39.49	\$38.00	\$38.00	\$50.00	\$39.00	GAR POND	NE	618	\$23,484.00	WFS	SHR	B&B
\$39.49	\$40.00	\$45.00	\$50.00	\$43.00	SWIFT CREEK	NE	198	\$7,819.02	SHR	WFS	B&B
\$37.89	\$46.00	\$37.00	\$50.00	\$39.00	TROY SPRING	NE	0	\$0.00	NRPS	SHR	WFS
\$37.89	\$60.00	\$48.00	\$50.00	\$42.00	UPPER ALAPAHA	NE	307	\$11,632.23	SHR	NRPS	B&B

\$37.89	\$35.00	NB	\$45.00	\$37.00	WITHLACOOCHEE EAST	NE	0	\$0.00	WFS	SHR	B&B
\$37.89	\$35.00	\$45.00	\$34.00	\$37.00	WITHLACOOCHEE WEST	NE	178	\$6,052.00	B&B	WFS	SHR
\$37.89	\$36.00	NB	\$34.00	\$35.00	MADISON COUNTY	NE	0	\$0.00	B&B	WFS	SHR
\$37.89	\$34.00	\$32.45	\$38.00	\$30.00	WOODS FERRY	NE	1,040	\$31,200.00	ATK1	NRPS	WFS
\$41.89	\$65.00	\$40.00	\$50.00	\$39.00	FOWLERS BLUFF	SE	0	\$0.00	NRPS	SHR	B&B
\$41.89	\$65.00	\$42.00	\$50.00	\$41.00	HATCHBEND	SE	0	\$0.00	SHR	NRPS	B&B
\$48.89	\$45.00	\$36.00	\$50.00	\$37.00	PARENERS BRANCH	SE	204	\$7,344.00	NRPS	WFS	SHR
\$48.89	\$55.00	\$42.00	\$50.00	\$40.00	SANTA FE SPRINGS	SE	135	\$5,670.00	NRPS	SHR	B&B
\$48.89	\$60.00	\$38.00	\$50.00	\$45.00	SANTA FE SWAMP	SE	287	\$10,906.00	NRPS	SHR	B&B
\$48.89	\$58.00	\$41.00	\$50.00	\$45.00	UPPER WACCASASSA	SE	350	\$14,350.00	NRPS	SHR	B&B
\$48.89	\$75.00	\$48.00	\$50.00	\$45.00	WANNEE	SE	0	\$0.00	NRPS	SHR	B&B
\$41.89	\$70.00	\$42.00	\$50.00	\$39.00	YELLOW JACKET	SE	0	\$0.00	SHR	NRPS	B&B
\$34.49	\$32.00	NB	\$32.50	\$30.00	LOWER ECONFINA	NW	440	\$14,080	WFS	B&B	SHR
\$34.49	\$32.00	NB	\$31.50	\$30.00	WACISSA	NW	281	\$8,852	B&B	WFS	SHR
\$34.49	\$32.00	NB	\$31.50	\$30.00	MIDDLE AUCILLA	NW	1,137	\$35,816	B&B	WFS	SHR
\$34.49	\$38.00	NB	\$32.50	\$30.00	UPPER AUCILLA	NW	0	\$0	B&B	SHR	WFS
\$36.89	\$44.00	\$36.00	\$33.00	\$30.00	LOWER STEINHATCHEE	SW	472	\$14,160	ATK1	B&B	SHR
\$36.89	\$37.00	\$32.40	\$32.50	\$30.00	UPPER STEINHATCHEE	SW	1,340	\$43,416	NRPS	B&B	SHR
TOTAL							10,658	364,691			

NB= No Bid



Planned Acreage

Low Bid

2nd Low

3rd Low

Table 2. RFP 15/16-013 AO Mallory Swamp Prescribed Fire Services Rates

	Schmidt Reforestation (SHR)	Wildland Fire Services (WFS)	Natural Resource Planning Service (NRPS)	B&B Dugger (B&B)	Attack-One (ATK1)	FY 2017 Planned Acreage
Ground (ACRE RATE)	\$58.99	\$48.00	NB	NB	\$50.00	4,000
Aerial HELITORCH (ACRE RATE)	\$58.99	\$45.00	NB	NB	\$60.00	4,000
Aerial (ACRE RATE; NO HELICOPTER)	\$49.00	\$42.00	NB	NB	NB	4,000
Ground (DAY RATE)	\$16,500.00	\$17,000.00	NB	NB	\$15,000.00	4,000
Aerial HELITORCH (DAY RATE)	\$38,500.00	\$40,000.00	NB	NB	NB	4,000
Aerial (DAY RATE; NO HELICOPTER)	\$30,500.00	\$34,000.00	NB	NB	\$32,500.00	4,000
	#2 FIRM	#1 FIRM				

NB = No Bid

MEMORANDUM

TO: Governing Board
FROM: Roary E. Snider, Esq., Chief of Staff
DATE: July 31, 2016
RE: Authorization to Enter into a Contract with Schmidt Reforestation for Roller Chopping and Burning Services on the Mallory Swamp Tract for Fiscal Year 2017

RECOMMENDATIONS

Staff recommends the Governing Board authorize the Executive Director to approve the rankings listed in Table 1 and execute a Contract with Schmidt Reforestation for roller chopping and burning services on the Mallory Swamp tract for a total amount not to exceed \$312,545.

BACKGROUND

Prescribed burning and mechanical vegetation treatments like roller chopping are important tools needed to achieve goals identified in the District's Land Management Plan. They are instrumental in meeting long-term vegetation management and natural plant community restoration goals, as well as protecting against the damaging effects of wildfire.

Staff advertised Request for Proposal 15/16-013 AO on June 1, 2016, and the following five firms provided responses by the submittal deadline:

Request for Proposals 15/16-013 AO Respondents

NAME OF FIRM	FIRM'S LOCATION
Attack-One Fire Management Services	Crawfordville, Florida
B&B Dugger Inc.	Crawfordville, Florida
Natural Resource Planning Service	Lake City, Florida
Schmidt Reforestation	Perry, Florida
Wildland Fire Services	Tallahassee, Florida

A Selection Committee met on June 29, 2016 to review and discuss responses to RFP 15/16-013 AO. This Committee selected Schmidt Reforestation as the number one ranked firm to conduct roller chopping and burning work on the Mallory Swamp tract listed on Table 1. Ranking included evaluating the firm's bid rates, references, qualifications, and experience.

The following items were addressed during the proposal review process:

- Schmidt Reforestation was ranked first for the Mallory Swamp roller chopping/burning work. This award was contingent on the firm submitting a letter to the District stating they will secure all the specified equipment needed to complete this work by October 1, 2016.

Based on rankings listed below in Table 1, Contractors will be issued task work orders providing information regarding assigned areas, burn unit timing and completion date requirements. All or part of a work order may be cancelled for issues related to weather, fuel conditions, changes in management objectives or Contractor performance. If a work order is canceled, additional work orders may be issued in alternative work areas based on Contractors' rankings and subject to their contract rates. This will allow for more flexibility and the possibility of meeting more roller chopping/burning goals. If a work order is canceled for reasons related to Contractor performance, District staff may reassign work areas to the next ranked bidder.

Table 1. RFP 15/16-013 AO Mallory Swamp Roller Chopping/Burning Rates

	Schmidt Reforestation (SHR)	Wildland Fire Services (WFS)	Natural Resource Planning Service (NRPS)	B&B Dugger (B&B)	Attack-One (ATK1)	FY 2017 Planned Acreage
Roller Chopping (ACRE RATE)	\$82.50	\$90.00	NB	NB	NB	2,000
Ground Burning of chopped areas (ACRE RATE)	\$47.00	\$42.00	NB	NB	NB	2,000
	#1 FIRM	#2 FIRM				

NB = No Bid

SG/pf

MEMORANDUM

TO: Governing Board

FROM: Roary E. Snider, Esq., Chief of Staff

DATE: July 31, 2016

RE: Barrett 50 LLC. Ace Ranch Conservation Easement Mediation Agreement Extension

RECOMMENDATION

Staff recommends the Governing Board approve the Barrett 50 LLC. Ace Ranch request for a six-month extension to the mediation agreement with the District.

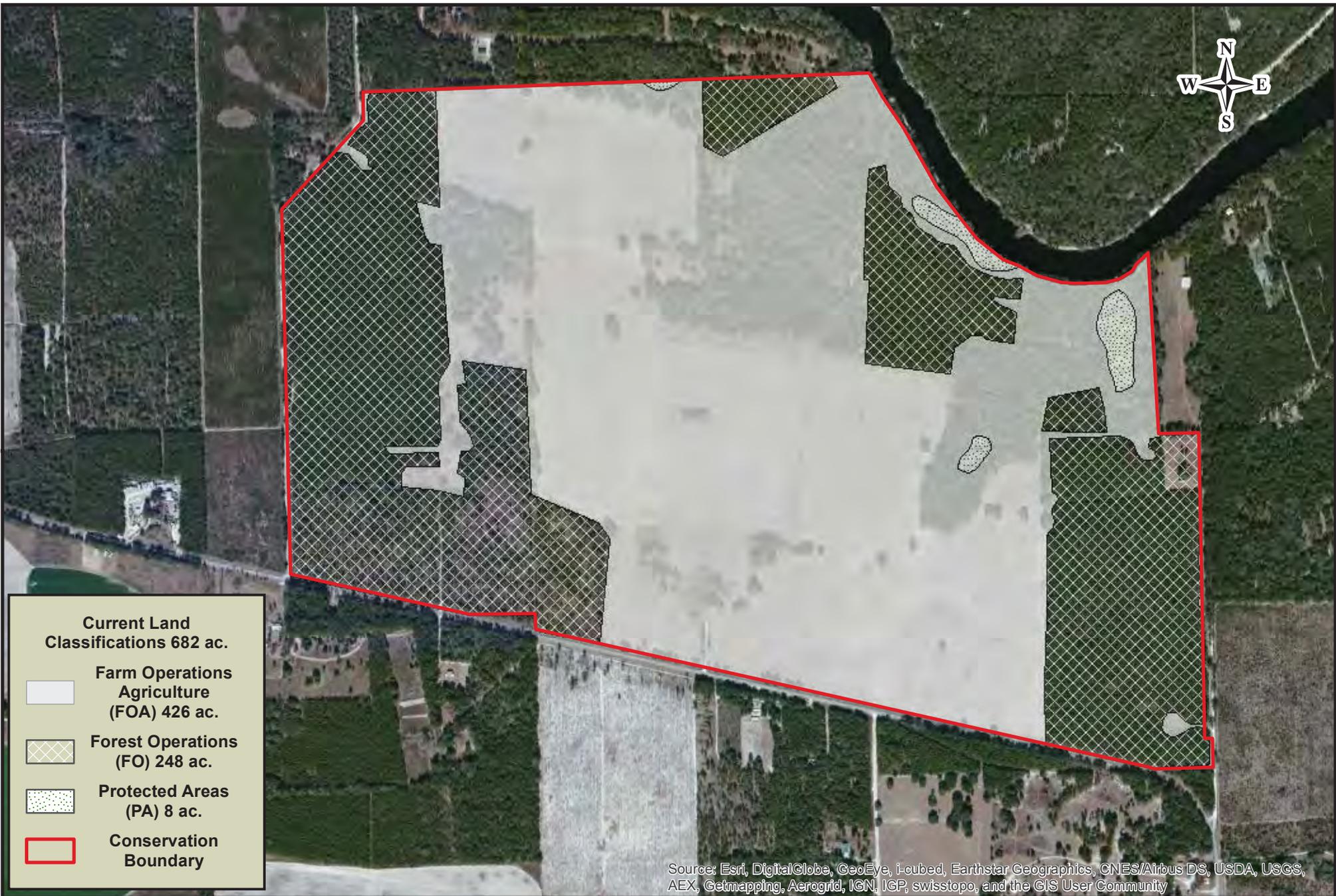
BACKGROUND

In 2014 the District was made aware of activities on the Ace Ranch that conflicted with the terms of the conservation easement. This led to mediation proceedings on April 16, 2015. The results of the proceedings are attached herein. The mediated agreement stipulates that by July 14, 2016 Barrett 50, LLC. would pay the District \$419,000.00 and begin the process of amending the conservation easement. Failure to pay the District by this date required Barrett 50, LLC. to remove the overhead irrigation system and restore all portions of the conservation property to the uses of the original conservation easement.

On June 20, 2016 legal counsel for Barrett 50, LLC. emailed the District requesting a six (6) month extension of the mediated agreement. This extension would expire on January 14, 2017. Barrett 50, LLC. currently has the property listed by Jon Kohler & Associates, however, no prospective purchaser has been identified.

The Lands Committee met on July 12th, 2016 and approved the staff recommendation that the Governing Board approve the request for a six (6)-month extension.

WMD/pf
Attachments



Current Land Classifications 682 ac.

-  **Farm Operations Agriculture (FOA) 426 ac.**
-  **Forest Operations (FO) 248 ac.**
-  **Protected Areas (PA) 8 ac.**
-  **Conservation Boundary**

Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

DATE: 08-12-14
 FILE: Land Classification Map
 Current 08-12-14
 PROJECT NO: 14091
 AERIAL: 2013 TC 1ft ESRI
 SCALE : 1" = 1000'

**BARRETT 50, LLC - CE
 EXHIBIT B - CURRENT
 LAFAYETTE COUNTY, FL**



2579 North Toledo Blade Blvd.
 North Port, FL 34289
 Tel (941) 426-7878
 Fax (941) 426-8778
www.earthbalance.com

 Ace Ranch Boundary

Proposed Easement Terms

 Farm Operations - 419 AC +/-

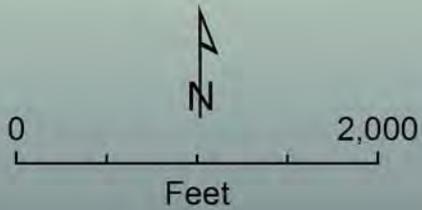
 Protected - 263 AC +/-

 Existing Roads

Ace Ranch Conservation Easement Exhibit E

Lafayette

April 2015



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.

MEDIATION AGREEMENT

THIS MEDIATION AGREEMENT is made and entered into this 14th day of July, 2015, by and between, BARRETT 50, LLC, A Florida limited liability company, having a mailing address of P.O. Box 1299, Crystal Springs, Florida 33524, (hereafter referred to as the "Grantor") and SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, FL 32060 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, SUWANNEE RIVER DEVELOPMENT, LLC, a Florida limited liability company, granted to the Grantee that certain Conservation Easement (hereinafter the "FIRST CONSERVATION EASEMENT") dated September 16, 2010, which was recorded in the public records of Lafayette County, Florida on September 16, 2010 at O.R. Book 297, Page 381; and,

WHEREAS, the FIRST CONSERVATION EASEMENT encumbered certain real property (hereinafter the "CONSERVATION PROPERTY") located in Lafayette County, Florida; and,

WHEREAS, since the granting of the FIRST CONSERVATION EASEMENT, the SUWANNEE RIVER DEVELOPMENT, LLC, a Florida limited liability company, has conveyed all of its right, title and interest in the CONSERVATION PROPERTY, subject to the FIRST CONSERVATION EASEMENT, to the Grantor by virtue of that certain deed from the SUWANNEE RIVER DEVELOPMENT, LLC, a Florida limited liability company to the Grantor dated November 14, 2013 and recorded in the public records of Lafayette County, Florida on December 2, 2013 at O.R. Book, 331, Page 434; and,

WHEREAS, Grantor warrants that it presently holds all of the rights in the CONSERVATION PROPERTY which were retained by the SUWANNEE RIVER DEVELOPMENT, LLC, a Florida limited liability company, at the time the FIRST CONSERVATION EASEMENT was executed; and,

WHEREAS, since the Grantor acquired its interest in the CONSERVATION PROPERTY, the parties have had a dispute concerning the requirements of the FIRST CONSERVATION EASEMENT and what is allowed thereunder; and,

WHEREAS, in an effort to resolve such dispute, the Grantor and Grantee have engaged in mediation of such dispute on April 16, 2016, in at the Resolution Center, in Gainesville Florida before mediator Frederick D. Smith, Esq. (hereinafter the "MEDIATION"); and,

WHEREAS, as a result of the MEDIATION, the parties have reached an agreement as to how to resolve their differences and wish to create and execute this MEDIATION

JUN 22 2015

AGREEMENT to accomplish the same; and,

WHEREAS, the Grantor and Grantee have complied with all legal requirements for them to execute and record this MEDIATION AGREEMENT.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Grantor and the Grantee do hereby agree as follows:

1. RECITALS. The above recitals are incorporated herein by reference.
2. PAYMENT OF FUNDS TO THE GRANTEE. The Grantor shall pay to the Grantee the sum of \$419,000.00, plus the Grantor's costs and expenses as set out herein (hereinafter the "FUNDS"). The FUNDS shall be paid to the Grantee by no later than 365 days after the effective date of this MEDIATION AGREEMENT.
3. EXECUTION AND RECORDING OF THE AMENDMENT TO CONSERVATION EASEMENT. Upon timely payment of the FUNDS to the Grantee, the parties shall execute and record an amendment to the FIRST CONSERVATION EASEMENT (the "AMENDMENT TO CONSERVATION EASEMENT") on the terms and in substantially the form attached hereto as Attachment "A".
4. FAILURE TO TIMELY PAY THE FUNDS. Should the Grantor fail to make timely payment of the FUNDS to the Grantee, the Grantor shall immediately and at the Grantor's sole expense:
 - 4.1 Remove from the CONSERVATION PROPERTY all overhead irrigation systems and thereafter refrain from ever placing overhead irrigation systems on the CONSERVATION PROPERTY.
 - 4.2 Restore all portions of the CONSERVATION PROPERTY to the uses as shown on Exhibit "B" to the FIRST CONSERVATION EASEMENT.
5. WATER USE PERMITS. Concerning water use permits on the CONSERVATION PROPERTY:
 - 5.1 All applications submitted by the Grantor or his agent for a water use permit on the CONSERVATION PROPERTY which are pending on the effective date of this MEDIATION AGREEMENT, if any, are hereby withdrawn.
 - 5.2 After the effective date of this MEDIATION AGREEMENT but prior to the timely payment of the FUNDS to the Grantee and execution and recording of the AMENDMENT TO CONSERVATION EASEMENT, the Grantor shall not

submit any applications for water use permits except that the Grantor may apply for and be granted water use permits for the water wells allowed in the AMENDMENT TO CONSERVATION EASEMENT. However, no such water wells will be drilled, constructed or used until and unless the FUNDS are timely paid to the Grantee and the AMENDMENT TO CONSERVATION EASEMENT is executed and recorded.

- 5.3 Should the Grantor fail to timely pay the FUNDS to the Grantee:
 - 5.3.1 The Grantor shall voluntarily withdraw all applications for water use permits which are pending at that time, if any, and voluntarily relinquish and cancel all water use permits which are in effect at that time, if any.
 - 5.3.2 Thereafter, the Grantor may apply for a water use permit or permits for the CONSERVATION PROPERTY provided that the total allocation for all water use permits on the CONSERVATION PROPERTY shall never exceed the allocation which was permitted for the water use permits on the CONSERVATION PROPERTY at the time the FIRST CONSERVATION EASEMENT was executed.
6. PAYMENT OF FUNDS MAY BE PART OF A CLOSING. The parties understand that the payment of the FUNDS may be as part of a closing in which the Grantor is selling its interest in the CONSERVATION PROPERTY. The Grantor will allow the executed AMENDMENT TO CONSERVATION EASEMENT to be held by a closing agent and recorded upon Grantor's receipt of the FUNDS.
7. COSTS AND EXPENSES. The parties shall equally divide and pay all recording costs and documentary stamp taxes due for the recording of the AMENDED CONSERVATION EASEMENT.
8. TAXES AND ASSESSMENTS. All ad valorem taxes and assessments due on the CONSERVATION PROPERTY, for tax years 2014 and earlier, shall be paid by the Grantor, prior to the recording of the AMENDED CONSERVATION EASEMENT. The Grantor shall pay all ad valorem taxes and assessments due on the CONSERVATION PROPERTY, for all later years as they come due.
9. ALL ACTIVITY ON THE CONSERVATION PROPERTY SHALL CEASE. Effective immediately, all agricultural and silvacultural activity on the CONSERVATION PROPERTY shall immediately cease until the following:
 - 9.1 After the timely payment of the FUNDS to the Grantee and the execution and recording of the AMENDMENT TO CONSERVATION EASEMENT, the Grantor may use the CONSERVATION PROPERTY as provided in the amended

FIRST CONSERVATION EASEMENT.

- 9.2 Should time for payment of the FUNDS run without timely payment to the Grantee and the AMENDMENT TO CONSERVATION EASEMENT not be executed and recorded, the Grantor may thereafter use the CONSERVATION PROPERTY as provided in the FIRST CONSERVATION EASEMENT and herein.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, BARRETT 50, LLC, A Florida limited liability company, (the "Grantor") has herunto set his or her hands and seal the date first hereinabove written.

Signed, Sealed and Delivered
in the Presence of:

BARRETT 50, LLC

Diane E H Watson
Diane E H Watson
Witness (print name under signature)

By: *Clyde A. Boston*
Clyde A. Boston
As its Member and authorized
representative

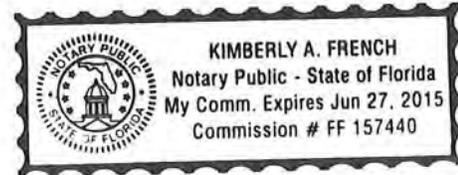
Jane
Witness (print name under signature)

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 15th day of June, 2015, by Clyde A Boston, in his capacity as the member of BARRETT 50, LLC, who is personally known to me, or who produced _____ as identification.

Kimberly French
Notary Public (print name under signature)
Commission #

My Commission Expires:



(The remainder of this page was intentionally left blank.)

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

GOVERNING BOARD OF THE SUWANNEE
RIVER WATER MANAGEMENT DISTRICT

By: 

Don Quincey, Jr
Chair

(OFFICIAL SEAL)

ATTEST: 

Virginia H. Johns
Secretary / Treasurer

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ATTACHMENT “A”

AMENDMENT TO CONSERVATION EASEMENT

THIS AMENDED CONSERVATION EASEMENT is made and entered into this _____ day of _____, 2015, by and between, BARRETT 50, LLC, A Florida limited liability company, having a mailing address of P.O. Box 1299, Crystal Springs, Florida 33524, (hereafter referred to as Grantor) and SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, FL 32060 (hereinafter referred to as Grantee).

WITNESSETH:

WHEREAS, SUWANNEE RIVER DEVELOPMENT, LLC, a Florida limited liability company, granted to the Grantee that certain Conservation Easement (hereinafter the "FIRST CONSERVATION EASEMENT") dated September 16, 2010, which was recorded in the public records of Lafayette County, Florida on September 16, 2010 at O.R. Book 297, Page 381; and,

WHEREAS, the FIRST CONSERVATION EASEMENT encumbered certain real property (hereinafter the "CONSERVATION PROPERTY") located in Lafayette County, Florida; and,

WHEREAS, since the granting of the FIRST CONSERVATION EASEMENT, the SUWANNEE RIVER DEVELOPMENT, LLC, a Florida limited liability company, has conveyed all of its right, title and interest in the CONSERVATION PROPERTY, subject to the FIRST CONSERVATION EASEMENT, to the Grantor by virtue of that certain deed from the SUWANNEE RIVER DEVELOPMENT, LLC, a Florida limited liability company to the Grantor dated November 14, 2013 and recorded in the public records of Lafayette County, Florida on December 2, 2013 at O.R. Book, 331, Page 434; and,

WHEREAS, Grantor warrants that it presently holds all of the rights in the CONSERVATION PROPERTY which were retained by the SUWANNEE RIVER DEVELOPMENT, LLC, a Florida limited liability company, at the time the FIRST CONSERVATION EASEMENT was executed; and,

WHEREAS, the Grantor and the Grantee wish to amend the FIRST CONSERVATION EASEMENT and permanently change some of its terms and conditions; and,

WHEREAS, the Grantor and Grantee have reached an agreement as to how to amend the FIRST CONSERVATION EASEMENT and wish to execute and record this AMENDMENT TO CONSERVATION EASEMENT to accomplish the same, of record; and,

WHEREAS, the Grantor and Grantee have complied with all legal requirements for them to execute and record this AMENDMENT TO CONSERVATION EASEMENT.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Grantor and the Grantee do hereby agree as follows:

1. RECITALS. The above recitals are incorporated herein by reference.
2. AMENDMENT. The FIRST CONSERVATION EASEMENT is hereby amended, altered and changed as follows:
 - 2.1 The "DEFINITIONS ONLY" section beginning and ending on page 1 shall hereafter read as provided on Exhibit "A", attached hereto.
 - 2.2 Section 1 beginning on page 2 and ending on page 5 shall hereafter read as provided on Exhibit "B", attached hereto.
 - 2.3 Section 2 beginning on page 5 and ending on page 9 shall hereafter read as provided on Exhibit "C", attached hereto.
 - 2.4 Section 6 beginning and ending on page 9 shall hereafter read as provided on Exhibit "D", attached hereto.
 - 2.5 Exhibit "B" to the FIRST CONSERVATION EASEMENT shall hereafter be as provided on Exhibit "E", attached hereto.
3. ALL OTHER TERMS TO REMAIN UNCHANGED. Except as expressly provided herein, the terms of the FIRST CONSERVATION EASEMENT shall remain unchanged.
4. RATIFICATION OF REMAINDER OF FIRST CONSERVATION EASEMENT. The FIRST CONSERVATION EASEMENT, as amended, altered and changed herein, is hereby ratified by the parties and declared to be in full force and effect.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, BARRETT 50, LLC, A Florida limited liability company, (the "Grantor") has herunto set his or her hands and seal the date first hereinabove written.

Signed, Sealed and Delivered
in the Presence of:

BARRETT 50, LLC

By: _____

Witness (print name under signature)

As its _____ and authorized
representative

Witness (print name under signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, in his capacity as the _____ of BARRETT 50, LLC, who is personally known to me, or who produced _____ as identification.

Notary Public (print name under signature)
Commission #

My Commission Expires:

(The remainder of this page was intentionally left blank.)

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

GOVERNING BOARD OF THE SUWANNEE
RIVER WATER MANAGEMENT DISTRICT

By: _____
Don Quincey, Jr
Chair

(OFFICIAL SEAL)

ATTEST: _____
Virginia H. Johns
Secretary / Treasurer

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AMENDMENT TO CONSERVATION EASEMENT
EXHIBIT "A"

DEFINITIONS ONLY:

- A. **BMP** shall mean the Best Management Practices issued by the Florida Department of Agriculture. Where "BMP" is used in a provision requiring an activity to be in compliance with "BMPs" this shall be interpreted as requiring compliance with the then current Best Management Practices issued by the Florida Department of Agriculture and applicable to the particular activity.
- B. **Conservation Easement** shall mean this document and the easement granted hereunder.
- C. **Conservation Property** shall mean the entire property included in and governed by this Conservation Easement, which is described in Exhibit "A".
- D. **Exotic Plants** shall mean those plants as listed by the Florida Exotic Pest Plant Council (Florida EPPC) as category I (invading and disrupting native plant communities of Florida) and category II (shown to have a potential to disrupt native plant communities) invasive species in the current list published by the Florida EPPC, as it may be amended from time to time. If the Florida EPPC ceases to function or publish and maintain such a list, the parties shall thereafter use the last published list as it may be amended by written agreement of the parties from time to time.
- E. **Farm Management Plan** shall mean a written plan which describes and directs the agricultural and silvacultural activities on the Farm Operation Area.
- F. **Farm Operations Area** shall mean those areas of the Conservation Property designated as such on Exhibit "B". The Farm Operations Area shall be all of the Conservation Property except for the Protected Area.
- G. **Grantor** shall mean the person or entity executing this Conservation Easement as "Grantor" and all persons or entities in the future who acquire any interest in the Conservation Property from or through the person or entity executing this Conservation Easement as "Grantor". Where "Grantor" is used in a provision indicating a restriction placed on the "Grantor", or a right retained by the "Grantor", "Grantor" shall also include the Grantor's officers, agents, servants, employees, attorneys and those persons or entities in active concert or participation with Grantor.
- H. **Hazardous Materials** shall mean those substances defined as hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.

Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other Federal, Florida, or local governmental law, ordinance, regulation or restriction. This term shall include all fertilizers, pesticides, herbicides, fungicides and similar agricultural chemicals.

- I. **Minerals** shall include, without limitation, metallic ores, jewels, hydrocarbons such as natural gas, coal, asphaltum and petroleum, useful rocks such as shale, granite, limestone and marble, and other miscellaneous materials such as feldspar, fluorspar, gypsum, silica rock, borax, sulphur, alum, carbonate and nitrate of soda, and salt.
- J. **Protected Area** shall mean those areas of the Conservation Property designated as such on Exhibit "B". The Protected Area shall be all of the Conservation Property except for the Farm Operations Area.
- K. **Regulatory Permit** shall mean all permits required by all applicable Federal, State and/or local laws, ordinances, rules and regulations, for the development or use of real property, including, without limitation, all water use permits, environmental resource permits, wastewater, air quality and all other permits allowing emissions into the air or water, permits to relocate endangered or threatened species, burn permits, mining, extraction and severance permits, building permits, zoning permits, subdivision approvals, rezonings, certifications, special exceptions, variances, comprehensive plan amendments and all similar permits and all renewals and modifications of the same. This term shall not include hunting and fishing licenses issued to individuals.
- L. **Soil** shall include, without limitation, loam, topsoil, muck, peat, humus, sand, and common clay.
- M. **Structure** shall include, without limitation, all buildings, mobile homes, campers, barns, sheds, outhouses, signs, billboards or other advertising, utilities, dirt roads, improved roads, bridges, asphalt or concrete pavement, antennas, towers, lights, power poles, fences, gates, posts, above-ground and below-ground storage tanks, above-ground and below-ground septic tanks, ponds (man-made), ditches, dams, dikes, wells (other than water wells) and firebreaks.
- N. **Subdivide** shall mean to sell, convey or transfer ownership interest in property in such a way that it results in more than one owner of the property. This includes dividing, subdividing and defacto dividing through the use of, without limitation, long term leases, mortgages, agreements and easements.
- O. **Water Well** shall mean a well used to withdraw water from below the surface of the Earth. This term shall include both permitted and un-permitted water wells.

(The remainder of this page was intentionally left blank.)

AMENDMENT TO CONSERVATION EASEMENT
EXHIBIT "B"

1. **PROHIBITIONS WITH EXCEPTIONS.** The following is a list of the uses and activities that are generally prohibited to the Grantor on the Conservation Property. To the extent that there are relevant exceptions to a prohibition, the exception will immediately follow.
 - A. **Regulatory Permits.** The Grantor shall not engage in any activity, nor allow anyone else to engage in any activity, on the Conservation Property which may not be lawfully engaged in without a Regulatory Permit, except that the Grantor may engage in such activity or use with the prior written consent of the Grantee. Provided that:
 - (1) For any activity which is expressly allowed under the terms of this Conservation Easement, the Grantee's written consent shall be given in a timely manner upon the Grantee's receipt of written request for the same from the Grantor.
 - (2) For any activity which is not expressly allowed under the terms of this Conservation Easement, the Grantor's request for the Grantee's written consent will be considered by the Grantee and determined by the Grantee in the Grantee's sole discretion.
 - B. **Agricultural and Silvicultural Activities.** The Grantor shall not engage in nor permit anyone else to engage in any agricultural and silvicultural activities on the Conservation Property except as follows:
 - (1) Agricultural and silvicultural activities may be conducted on the Farm Operations Area, only. (This shall not be deemed to prohibit the planting and thinning of trees in the Protected Area as provided in sub-section 1.D.(2).)
 - (2) The agricultural and silvicultural activities shall not be allowed to adversely impact the Protected Area.
 - (3) All agricultural and/or silvicultural activities shall be conducted in compliance with BMPs.
 - (4) No agricultural and/or silvicultural activities which require any Regulatory Permit (other than a water use permit) shall be allowed.

- (5) All agricultural and silvacultural activities shall be conducted in accordance with an approved Farm Management Plan.
- C. **Fish and Wildlife.** The Grantor shall not engage in or permit anyone else to engage in any activity on the Conservation Property which has the effect of injuring or damaging fish, wildlife or their habitats, except that the Grantor may:
- (1) Observe, photograph, harvest and remove fish and wildlife on the Conservation Property so long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions. Grantor shall have the right to build and maintain Deer Stands, also known as shooting houses, on the Conservation Property, which Deer Stands shall be primitive in nature and each may not exceed 100 square feet. Provided that on the Protected Area there shall be no more than 5 such Deer Stands constructed and maintained and such Deer Stands shall not be affixed or attached to any trees in any manner which causes any damage to the trees.
- (2) Lease the Grantor's rights in the Conservation Property, or portions thereof, to others for hunting, provided such leases are for a term of not more than 5 years.
- D. **Timber.** The Grantor shall not plant, thin, cut, harvest or remove or allow anyone else to cut or remove existing or future timber from the Conservation Property, except that the Grantor may:
- (1) Engage in silvaculture on the Farm Operations Area in accordance with an approved Farm Management Plan.
- (2) While the Grantor may not engage in silvaculture on the Protected Area, the Grantor may plant and thin "Long Leaf" pine trees in the Protected Area provided that the Grantor shall not allow the basal area density, for the planted and existing "Long Leaf" pine trees, on the Protected Area to become more than 100 or less than 40.
- E. **Burning.** The Grantor shall not engage in or permit anyone else to conduct any burning, controlled or otherwise, on the Conservation Area, except that the Grantor may engage in controlled burning of the Farm Operations Area in accordance with an approved Farm Management Plan.
- F. **Overhead Irrigation Systems.** The Grantor shall not place, use or allow to remain, any overhead irrigation system on the Conservation Property except as follows:

- (1) Overhead irrigation systems may be constructed, used, maintained, replaced, restored, improved and/or moved in the Farm Operations Area only and shall service uses on the Farm Operations Area Only.
- (2) At no time shall more than a total of 3 overhead irrigation systems be used or present on the Farm Operations Area.
- (3) Overhead irrigation systems shall not be allowed to adversely impact the Protected Area.
- (4) Overhead irrigation systems shall be used in compliance with BMPs.
- (5) Overhead irrigation systems shall not be used in any way which requires any Regulatory Permit (other than a water use permit).
- (6) All overhead irrigation systems on the Farm Operations Area shall be used in accordance with an approved Farm Management Plan.

G. **Water Wells.** The Grantor shall not construct, maintain or use any water well on the Conservation Property except as follows:

- (1) Water wells may be constructed, used, maintained, replaced, restored, improved and/or moved in the Farm Operations Area only, and shall service uses on the Farm Operations Area only.
- (2) At no time shall more than a total of 3 water wells be open and in use on the Farm Operations Area only.
- (3) No water wells shall be allowed to remain open on the Farm Operations Area for longer than is reasonably required to close them.
- (4) Water wells shall not be allowed to adversely impact the Protected Area.
- (5) Water wells shall be used in compliance with BMPs.
- (6) Water wells shall not be used in any way which requires any Regulatory Permit (other than a water use permit).
- (7) All water wells on the Farm Operations Area shall be used in accordance with an approved Farm Management Plan.
- (8) Nothing herein will relieve the Grantor from the duty to apply for and obtain all necessary water use permits, from the Grantee or otherwise, nor

guarantee that the Grantor is entitled to any particular permit at any particular allocation.

H. **Construction.** The Grantor shall not construct, reconstruct, place or maintain any Structure on the Conservation Property, nor suffer nor allow anyone else to construct, reconstruct, place or maintain any Structure on the Conservation Property, except that the Grantor may:

- (1) Construct, reconstruct and maintain no more than two (2) separate, single family dwellings and two (2) appurtenant outbuildings (1 for each dwelling) for storage including all necessary utilities, septic tanks, landscaping and driveways. Provided that:
 - a. The combined total square footage of all of the dwellings and outbuildings may not exceed 15,000 square feet.
 - b. No additional water well may be constructed to provide water for the dwellings or outbuildings. However, the dwellings and/or outbuildings may connect to the water wells otherwise provided for in the Farm Management Plan.
 - c. No part of the dwellings or outbuildings or their associated utilities, water pipes, septic tanks, drain fields, landscaping or driveways shall be in the Protected Area or within 300 feet of the Protected Area.
- (2) Place road signs and regulating signs that prohibit hunting and/or trespassing on the Conservation Property.
- (3) Construct, reconstruct, maintain, repair roads on the Farm Operation Area as may be provided in an approved Farm Management Plan.
- (4) Maintain, repair and reconstruct all roads in the Protected Area which are shown on Exhibit "B".
- (5) Place fences, gates and posts on the Farm Operations Area as provided for in an approved Farm Operations Plan.

I. **Use of Motorized Vehicles.** The Grantor may not use or operate any form of motorized vehicle on the Conservation Property except that:

- (1) The Grantor may use all forms of motorized vehicles on the Farm Operation Area.

- (2) The Grantor may use only ATV or similar off road type motorized vehicles on the Protected Area, and may utilize motorized vehicles on the roads in the Protected Areas which are shown on Exhibit "B" attached hereto.

J. Sale and Subdivision of the Grantor's Interest in the Conservation Property.
The Grantor may not convey, lease or subdivide Grantor's interest in the Conservation Property, except that the Grantor may:

- (1) Except for a subdivision as provided in subsection J.(2) below, transfer or re-transfer Grantor's interest in the Conservation Property without limitation to a single legal entity. For the purposes of this subparagraph (1) only, a husband and his wife shall be considered as one individual.
- (2) Subdivide the Grantor's interest in the Conservation Property into two (2) parcels or tracts of land. (This subparagraph shall be interpreted to only allow for a single subdivision of the Conservation Property into 2 parcels or tracts during the term of this Conservation Easement and each subdivision may be transferred to a separate legal entity or individual.)
- (3) Lease the Grantor's interest in the Conservation Property or portions thereof to third parties for terms not to exceed five (5) years.

Provided that:

- (1) Grantor and all subsequent owners or Lessees of the Conservation Property shall furnish Grantee their name, current street address and telephone number within thirty (30) days of the transfer or Lease.
- (2) In the event, by operation of law or by court order, the Conservation Property is transferred or Leased to more than one individual, corporation, charitable organization, or other legal entity, the holders of these interests or Leases must select one person to receive all notices from Grantee concerning the Conservation Property and that individual must be the party authorized to act on behalf of the other owners or Lessees and to accept service of process in any legal action or administrative proceeding filed by the Grantee. Should the then owners or Lessees fail or refuse to name the one individual to comply with the terms hereof, then the Grantee may, by petitioning the Circuit Court in and for Suwannee County, Florida, request the Court to appoint an individual to be the one person who, on behalf of the other owners or Lessees, accepts notice, acts for the other persons and accepts service of process.

- (3) The terms hereof shall be binding on all subsequent owners or Lessees of the Conservation Property and by accepting any Lease, transfer or conveyance from the Grantor, any subsequent Lessee, owner or transferee must agree to abide by the terms of this Conservation Easement, and without limitation, the terms of this paragraph.
- (4) Other than the transfer or Lease of the Conservation Property set forth in this Conservation Easement, Grantor's rights herein may not be transferred, assigned, leased, encumbered or in any way alienated without the prior written consent of Grantee. Grantor may mortgage its interest in the Conservation Property so long as the mortgage is to a regularly established lending institution and in the event that the land is foreclosed, the subsequent owner, including the lending institution and its assignees, if any, shall be bound by the terms of this Conservation Easement.
- K. **Earthmoving.** The Grantor shall not engage in any earthmoving, excavation, filling or other similar activities on the Conservation Property, nor suffer nor allow anyone else to do the same, except that the Grantor may engage in normal plowing, planting and similar agricultural and silvacultural activities on the Farm Operation Area in accordance with an approved Farm Management Plan.
- L. **Hazardous Materials.** The Grantor shall not dump or place any soil, trash, solid or liquid waste (including sludge), or Hazardous Materials on the Conservation Property, except that the Grantor may use fertilizers, pesticides, herbicides, fungicides and similar agricultural and silvacultural chemicals on the Farm Operation Area in accordance with an approved Farm Management Plan.
- M. **Exotic Plants.** The Grantor shall not introduce, plant or grow Exotic Plants on the Conservation Property. Either party may take measures to eradicate, manage or control Exotic Plants on the Conservation Property after notice to the other party. In the event either party desires to spend any funds to accomplish such eradication, management or control, the other party shall only be liable when that party consents, in writing, to the expenditure prior to the expenditure.
- N. **Endangered Species.** The Grantor shall not engage in nor permit any act or use of the Conservation Property, which will adversely impact known endemic threatened or endangered species as listed by any applicable Federal, State or local governmental agency, except as allowed by law.
- O. **Archaeological Site.** Intentionally destroy or damage any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantor by any Federal, Florida or local governmental agency, except as allowed by law.

- P. **Minerals and Soil Removal.** The Grantor shall not explore for, extract, mine, excavate, dredge, or remove Minerals or Soil from the Conservation Property. This restriction shall apply regardless of whether the such activity is intended to be for a "profit making" purpose.
- Q. **Retention Areas.** The Grantor shall not engage in or permit any act or use detrimental to natural and manmade land or water retention areas as exist on Conservation Property.
- R. **Drainage.** The Grantor shall not engage in or permit any act or use detrimental to water or soil conservation, or activities which would be more detrimental than the U.S. Department of Agriculture Natural Resources Conservation Service would allow as permitted activities, for drainage, natural water retention, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation or which alter existing drainage patterns, flood plains or wetlands, or which results in erosion, removal of trees, except as herein permitted, or other forms of water pollution. Grantor shall neither increase, reduce, nor impede the natural movement of water across any site through any management practices including but not limited to bedding, ditching, dams, or road construction.
- S. **Industrial, Commercial and Residential Activities.** The Grantor shall not engage in or permit anyone else to engage in any industrial, commercial (except agricultural, silvacultural and hunting activities as otherwise expressly allowed herein) or residential activities (except as otherwise expressly allowed herein) on the Conservation Property.
- T. **Compliance With All Applicable Laws.** The Grantor shall not engage in or permit any act on or use of the Conservation Property which is contrary to any applicable Federal, State and/or local law, ordinance, rule or regulation.

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AMENDMENT TO CONSERVATION EASEMENT
EXHIBIT "C"

2. **Farm Management Plan.**

- (1) The Farm Management Plan shall provide that:
 - a. All agricultural and/or silvacultural activities shall be conducted in compliance with BMPs.
 - b. No agricultural activities except for the raising of crops and/or livestock outdoors and other activities necessary and incidental thereto, shall be conducted on the Farm Operations Area.
 - c. Should any portion of the Farm Operations Area be used as pasture or to otherwise keep livestock, then such portion shall be adequately fenced to keep such livestock from the Protected Area. Livestock shall not be allowed in the Protected Area.
 - d. The number of horses on the Farm Operations Area shall not exceed (i) 20 horses, (ii) 1 horse per 10 acres of improved pasture or (iii) the number of horses allowable under BMPs, whichever is less.
 - e. The amount of cattle on the Farm Operations Area shall not exceed (i) 200 head, (ii) 1 cow/calf unit per 2 acres of improved pasture or (iii) the number of head allowable under BMPs, whichever is less.
 - f. Pesticides, herbicides and fertilizers shall only be applied and used in compliance with the then current and applicable BMPs issued by the Florida Department of Agriculture and shall not be stored in great quantity.
 - g. Overhead irrigation systems may constructed, used, maintained, replaced, restored, improved and/or moved in the Farm Operations Area only, in compliance with the terms of this Conservation Easement.
 - h. Water wells may be constructed, used and maintained in the Farm Operations Area only, in compliance with the terms of this Conservation Easement.
- (2) An "approved" Farm Management Plan, is a Farm Management Plan which both meets the requirements of this Conservation Easement and has been approved by

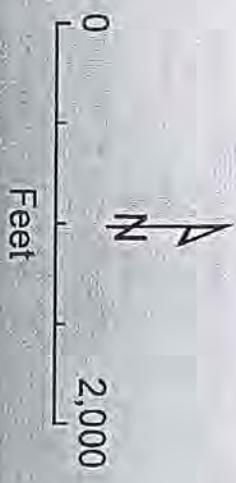
both the Grantor and Grantee, in writing, which approval shall not be unreasonably withheld. An approved Farm Management Plan shall stay in effect until a new Farm Management Plan has been approved by both the Grantor and Grantee, in writing. Once a new Farm Management Plan has been approved, the previous approved Farm Management Plan shall no longer be an approved Farm Management Plan, so that at any one time there shall only be one approved Farm Management Plan. The Grantee's Executive Director or his/her designee may "approve" a Farm Management Plan on behalf of the Grantee.

- (3) Notwithstanding anything else herein to the contrary, a Farm Management Plan, approved or otherwise, cannot supercede, amend, delete or abandon any term of this Conservation Easement. To the extent a Farm Management Plan, approved or otherwise, conflicts with the terms of this Conservation Easement, the terms of this Conservation Easement shall control.

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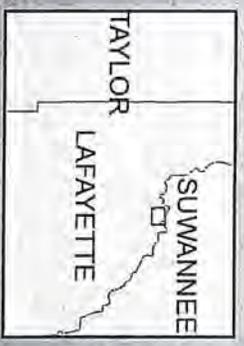
 Conservation Property - 682 AC +/-
 Farm Operations Area - 419 AC +/-
 Protected Area - 263 AC +/-
 Existing Roads



**Amendment to
Conservation Easement
Exhibit E**

Lafayette County

April 2015



MEMORANDUM

TO: Governing Board

FROM: Roary E. Snider, Esq., Chief of Staff

DATE: July 31, 2016

RE: Authorization for Staff to Conduct a Detailed Assessment, Provide Technical Assistance and Commence Negotiations Subject to Levy County Request for Acquisition Assistance for Purchase of Hutchison Family Limited Partnership on 192 +/- acres in Levy County

RECOMMENDATION

Staff recommends Governing Board approval for staff to Conduct Detailed assessment, Provide Technical Assistance and Commence Negotiations subject to Levy County funding or finding partners or grants to fund the majority of the purchase from Hutchison Family Limited Partnership on 192 acres +/- in Levy County.

BACKGROUND

This property was brought to the District's attention by Matt Weldon of Levy County as a potential acquisition (together with the Waccasassa Fish Club LLC parcel) at the June 2016 Lands Committee meeting. Don King of Jim King Realty, as the owner's representative provided the attached listing agreement and property offer form.

The property consists of 192 +/- acres along the Waccasassa River and Wekiva Rivers in Levy County.

Estimated cost of detailed assessment ranges from \$5,000 to \$7,000.

At its July 12, 2016 meeting the Lands Committee approved the staff recommendation to request Governing Board approval to conduct detailed assessment, provide technical assistance and commence negotiations subject to Levy County funding or finding partners or grants to fund the majority of the purchase.

AKR/pf

Attachments

PARCEL SUMMARY

TRACT: **Waccasassa River – Hutchison Parcel**

SELLER: Hutchison Family Limited Partnership

COUNTY: Levy

RIVER FRONTAGE: 1.5 Miles +/- of Waccasassa River, Wekiva River and Creek frontage.

ACREAGE: 192 acres ±

PARCEL DESCRIPTION: This property was brought to District staffs attention by Matt Weldon of Levy County as a potential acquisition (together with the Waccasassa Fish Club LLC parcel) at the June 2016 Lands Committee meeting. Don King of Jim King Realty, as the owner's representative provided the attached listing agreement and property offer form.

WATER RESOURCE GUIDELINE SCREENING:

Aquifer Recharge: 0%

Springshed: 0%

Surface Water Protection: 98%

Floodplain Protection: 100%

Potential for Water Resource Development Projects or Restoration: TBD

ACCESS: The property has frontage on County Road 326.

OUTSTANDING INTERESTS: The owner reports no outstanding interests at this time.

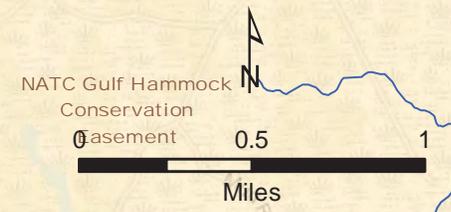
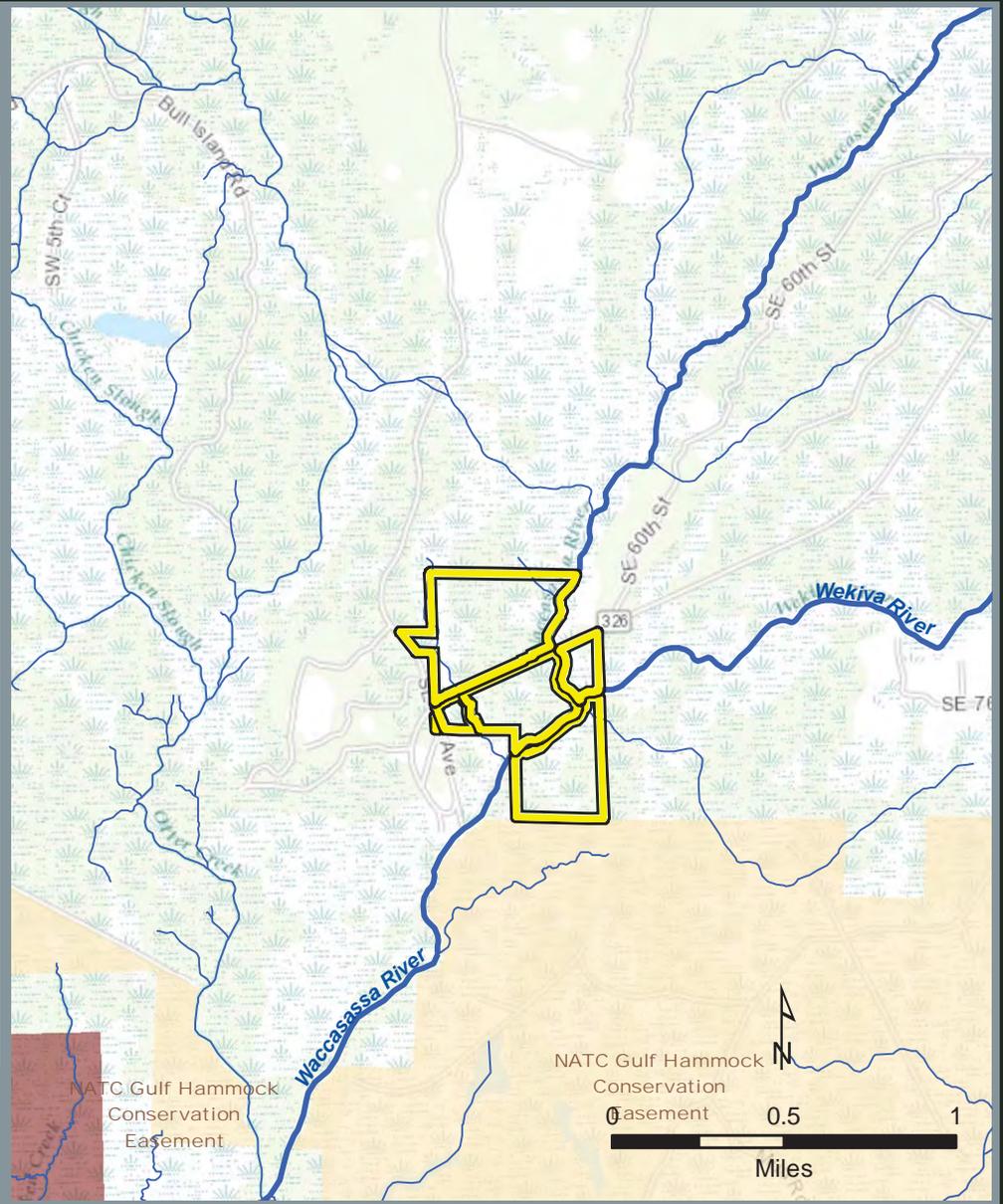
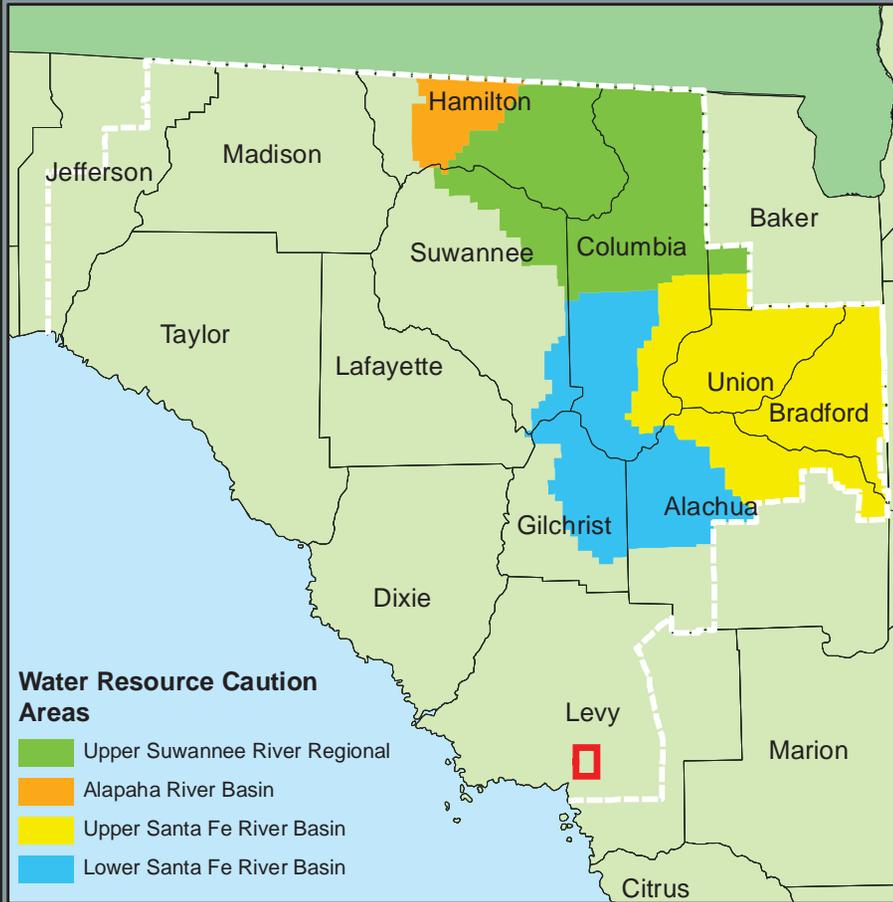
CURRENT ASKING PRICE: \$3,500 per acre (\$672,805) for a fee simple purchase.

ASSESSMENT COSTS: Costs of detailed assessment are estimated to be from \$5,000 to \$7,000.

MANAGEMENT: The property would be managed by Levy County.

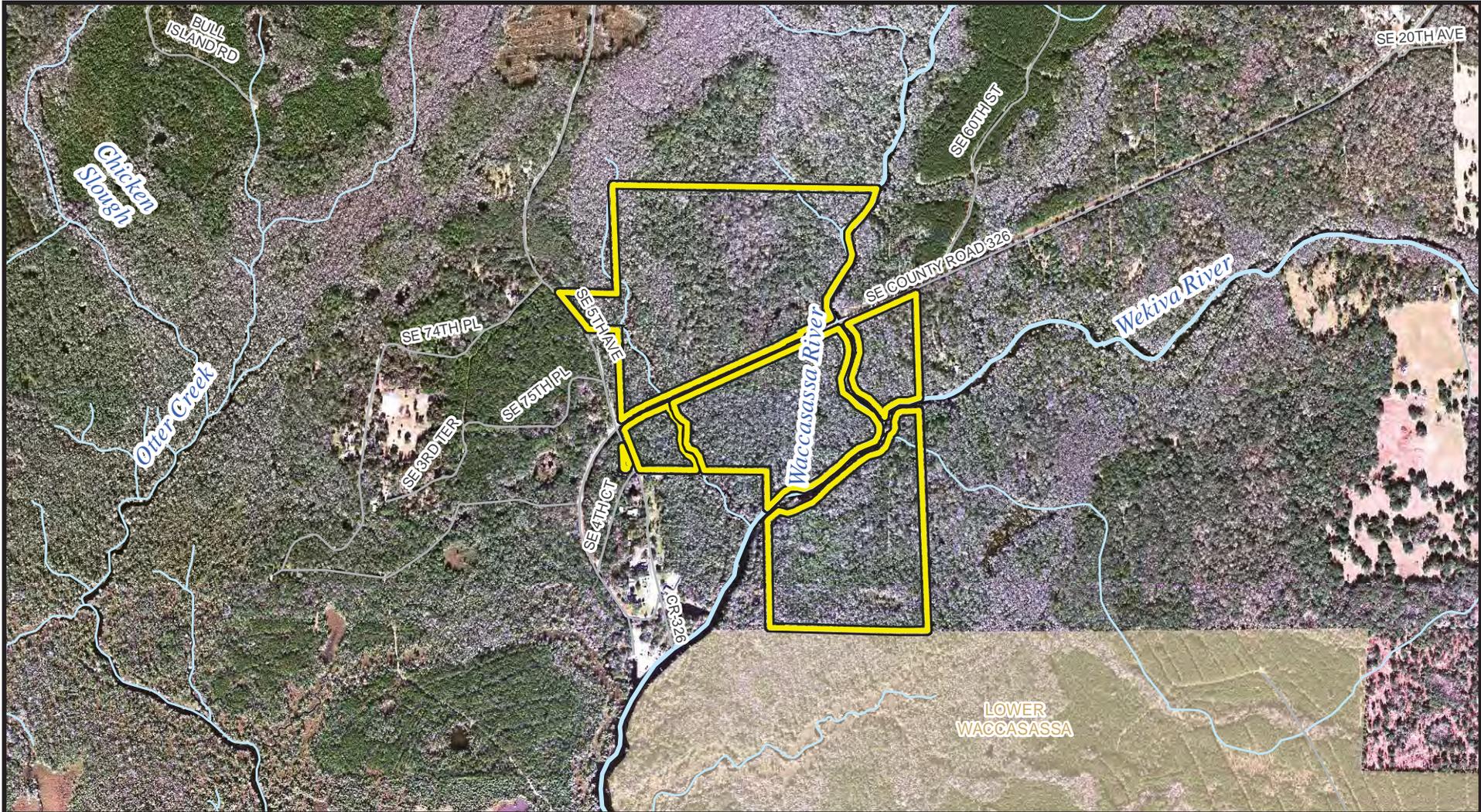
STAFF RECOMMENDATION: Staff recommends Land Committee requesting Governing Board approval to conduct detailed assessment, provide technical assistance and commence negotiations subject to Levy County funding or finding partners or grants to fund the majority of the purchase.

Property Offer Location Map



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.
Map Created 7/7/2016

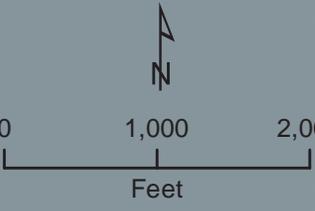
- Project_Boundary_Hutchison_Family_192_AC
- SRWMD Ownership
- Other Public Ownership
- SRWMD Boundary



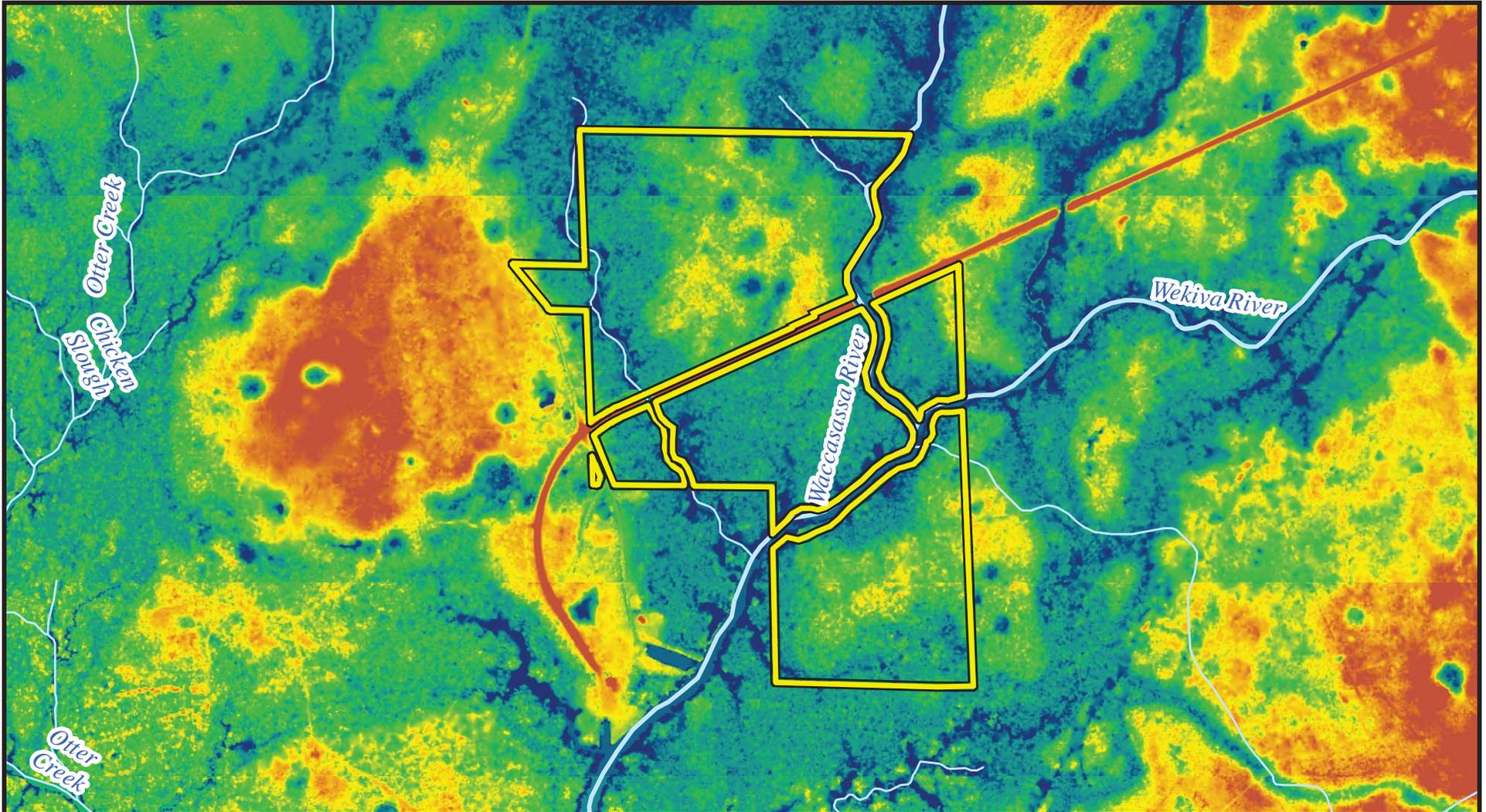
- Project_Boundary...
- General
- Rivers and Streams
- SRWMD Ownership
- Other Public Ownership
- SRWMD Proposed Acquisitions

- SRWMD Conservation Ownership

Waccasassa River – Hutchison Parcel 192 AC +/- Property Offer Property Overview



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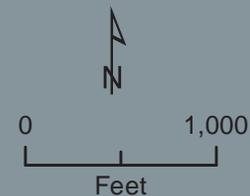


**Waccasassa River – Hutchison Parcel 192 AC +/-
Property Offer
LiDAR Overview**

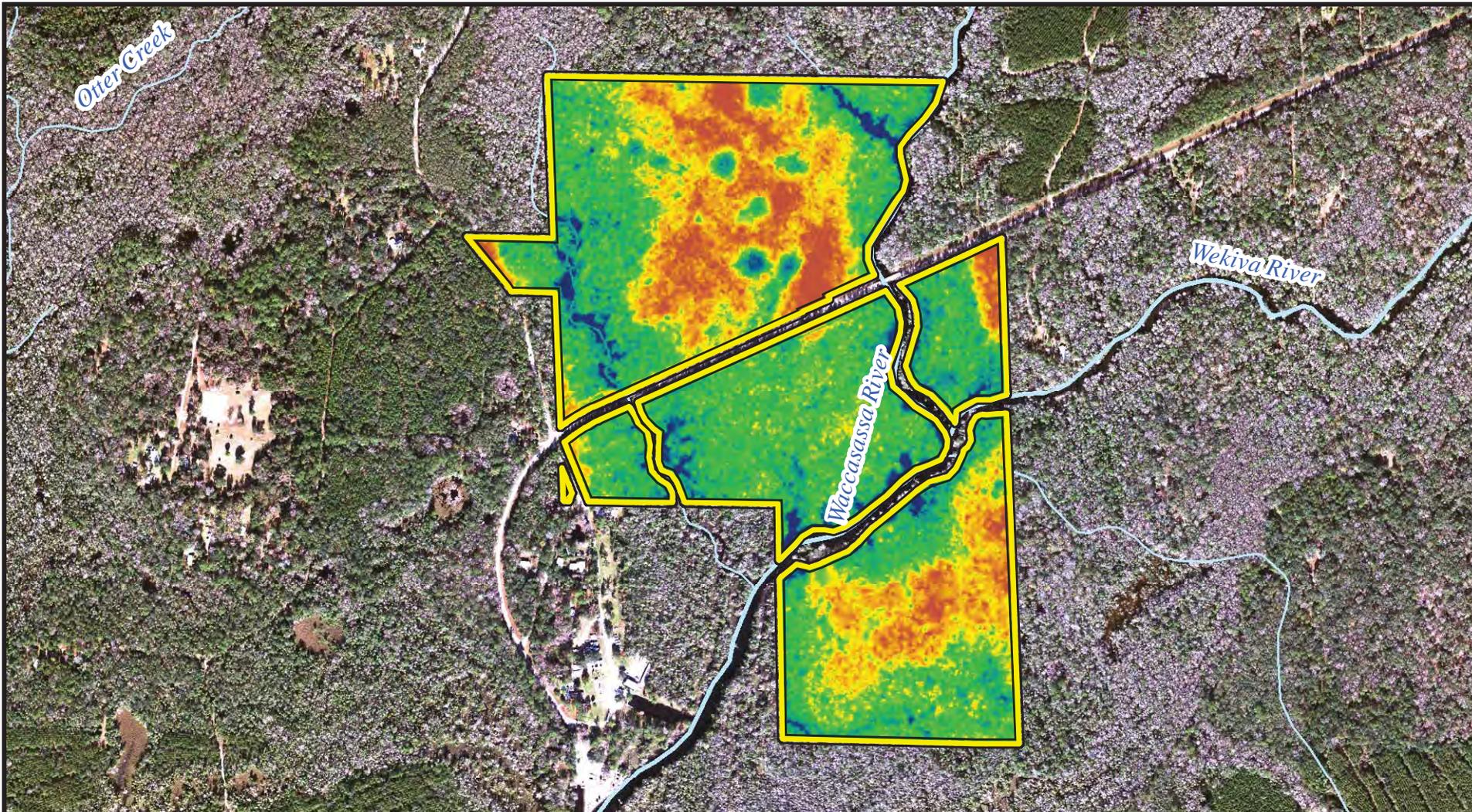
-  Project_Boundary_Hutchison_Family_192_AC
-  Rivers and Streams

(Vertical Datum NAVD88-
Units US Feet)

Note: Elevations displayed are
derived from LiDAR Data.



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. Map Created 7/7/2016



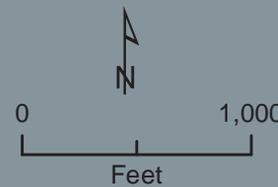
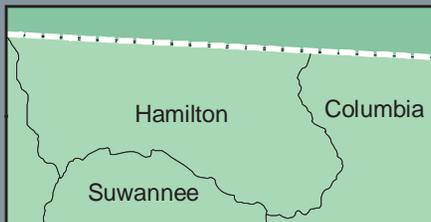
**Waccasassa River – Hutchison Parcel 192 AC +/-
Property Offer
LiDAR DEM Property**

 Project_Boundary_Hutchison_Family_192_AC
(Vertical Datum NAVD88-
Units US Feet)

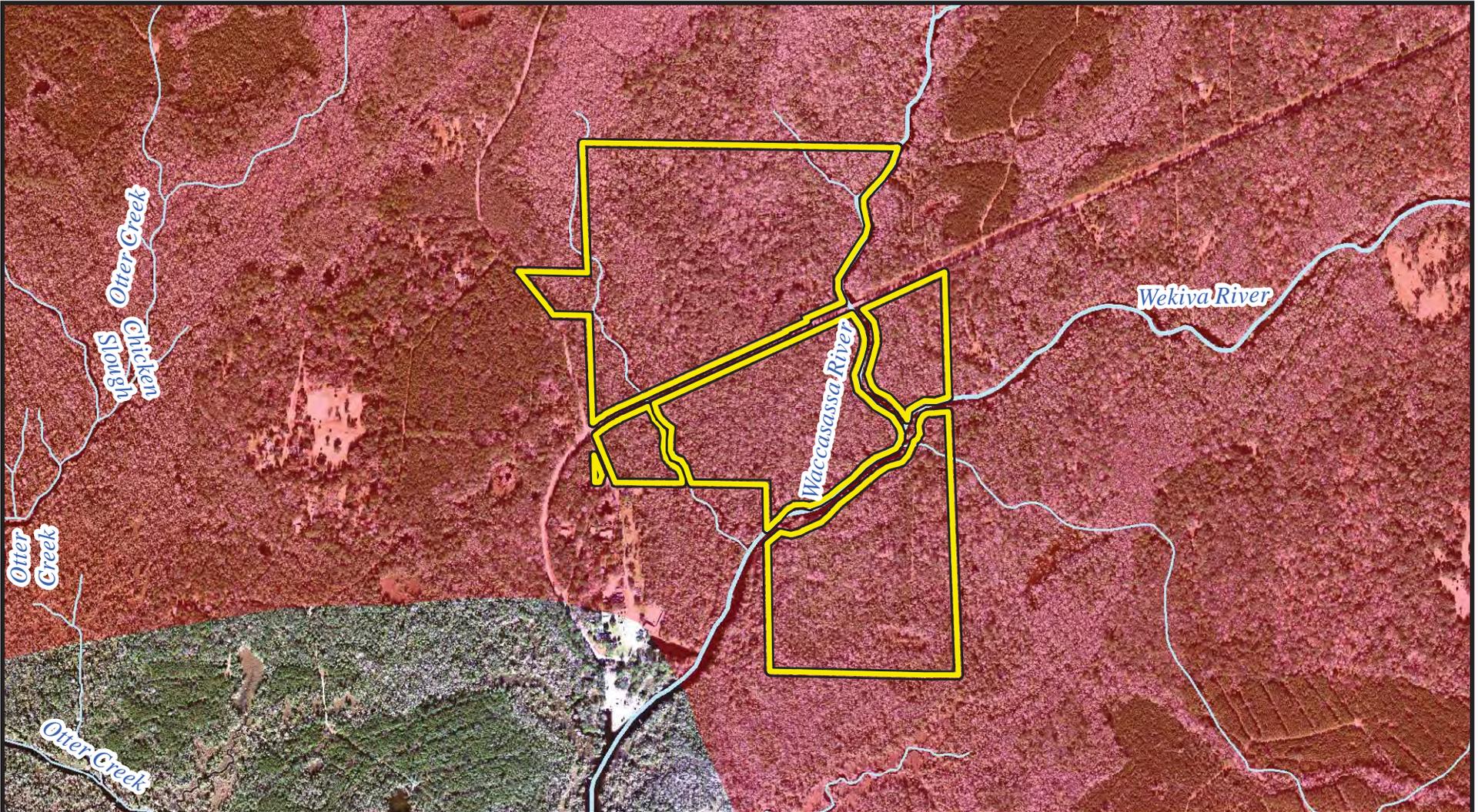
DEM
Land Surface Elevation
High : 5.9

Low : -2.1299

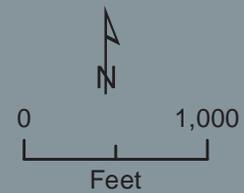
Note: Elevations displayed are derived from LiDAR Data.



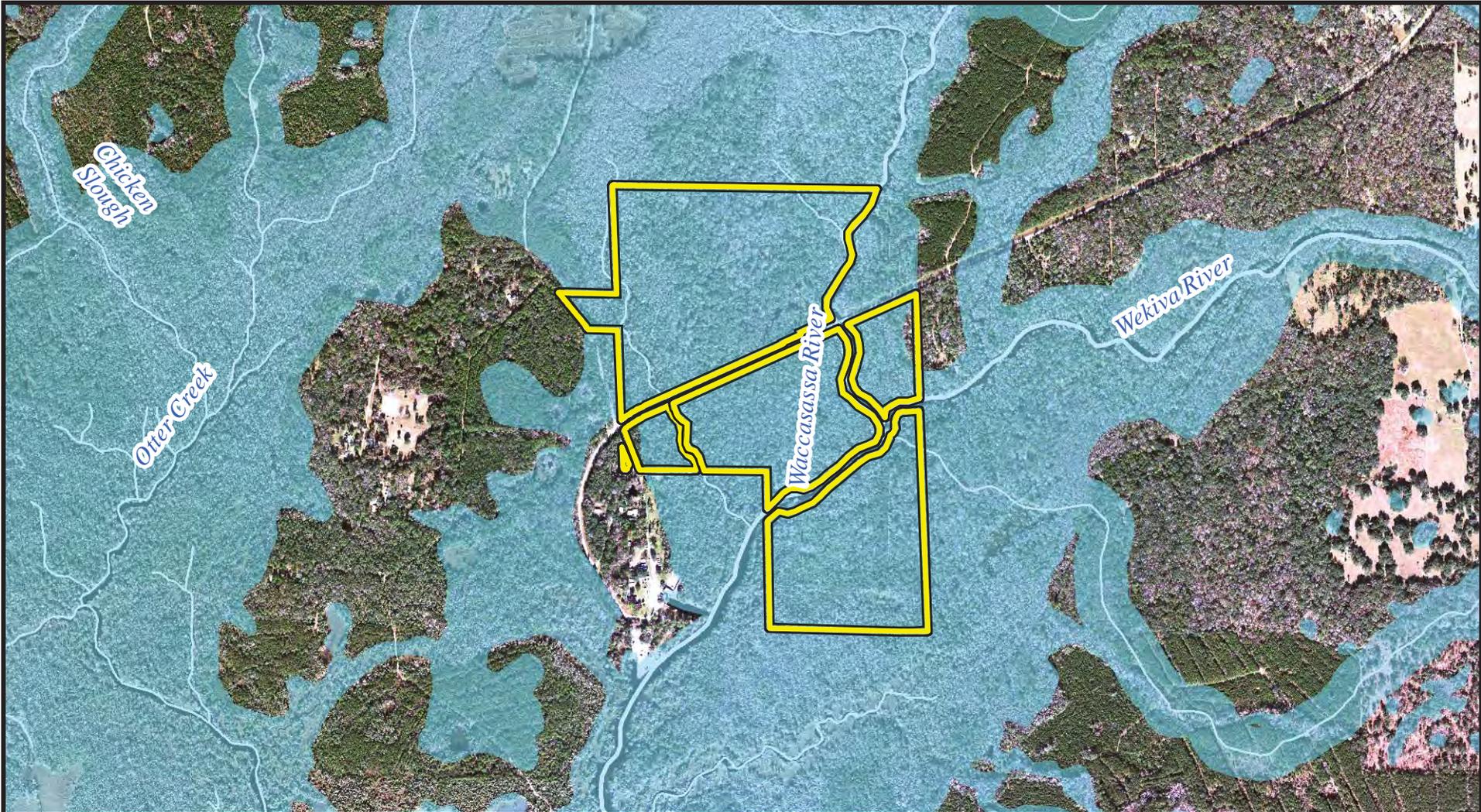
Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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. Map Created 7/7/2016



**Waccasassa River – Hutchison Parcel 192 AC +/-
Property Offer
Floodplain Protection 100%**

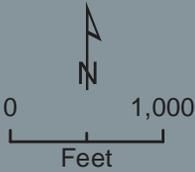


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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. Map Created 7/7/2016



**Waccasassa River – Hutchison Parcel 192 AC +/-
Property Offer
Surface Water Protection**

-  Project_Boundary_Hutchison_Family_192_AC
-  Rivers and Streams
-  Surface Water Protection 98%
-  Rivers and Streams



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MEMORANDUM

TO: Governing Board

FROM: Roary E. Snider, Esq., Chief of Staff

DATE: July 31, 2016

RE: Authorization for Staff to Conduct a Detailed Assessment, Provide Technical Assistance and Commence Negotiations Subject to Levy County Request for Acquisition Assistance for the Waccasassa Fish Club, LLC Parcel on 22.7 +/- acres in Levy County

RECOMMENDATION

Staff recommends Governing Board approval for staff to Conduct Detailed Assessment, Provide Technical Assistance and Commence Negotiations subject to Levy County funding or finding partners or grants to fund the majority of the purchase from Waccasassa Fish Club, LLC on 22.7 acres +/- in Levy County.

BACKGROUND

This property was brought to the District's attention by Matt Weldon of Levy County as a potential acquisition (together with the Hutchison Family parcel) at the June 2016 Lands Committee meeting. Brad Smith of United Country Real Estate, as the owner's representative provided the attached property offer form, listing information and photographs.

The property includes a private canal & boat ramp in addition to a 50 space RV park, 4 unit motel, 3000 square foot Pavilion with full kitchen for hosting events and a 2800 square foot log building which includes a store, TV/gameroom and 2 large rental units.

Estimated cost of detailed assessment ranges from \$5,000 to \$7,000.

At its July 12, 2016 meeting the Lands Committee approved the staff recommendation to request Governing Board approval to conduct detailed assessment, provide technical assistance and commence negotiations subject to Levy County funding or finding partners or grants to fund the majority of the purchase.

AKR/pf

Attachments

PARCEL SUMMARY

TRACT: **Waccasassa River – Waccasassa Fish Club Parcel**

SELLER: Waccasassa Fish Club LLC

RIVER FRONTAGE: 1500 LF Miles +/- of Waccasassa River frontage.

ACREAGE: 22.7 acres ±

PARCEL DESCRIPTION: This property was brought to District staffs attention by Matt Weldon of Levy County as a potential acquisition (together with the Hutchison Family parcel) at the June 2016 Lands Committee meeting. Brad Smith of United Country Real Estate, as the owner's representative provided the attached property offer form listing information and photographs.

The property includes a private canal & boat ramp in addition to a 50 space RV park, 4 unit motel, 3000 sq ft Pavilion with full kitchen for hosting events and a 2800 sq ft log building which includes a store, TV/gameroom and 2 large rental units.

WATER RESOURCE GUIDELINE SCREENING:

Aquifer Recharge: 0%

Springshed: 0%

Surface Water Protection: 67%

Floodplain Protection: 88%

Potential for Water Resource Development Projects or Restoration: TBD

ACCESS: The property has frontage on County Road 326.

OUTSTANDING INTERESTS: To be determined by title search during detailed assessment.

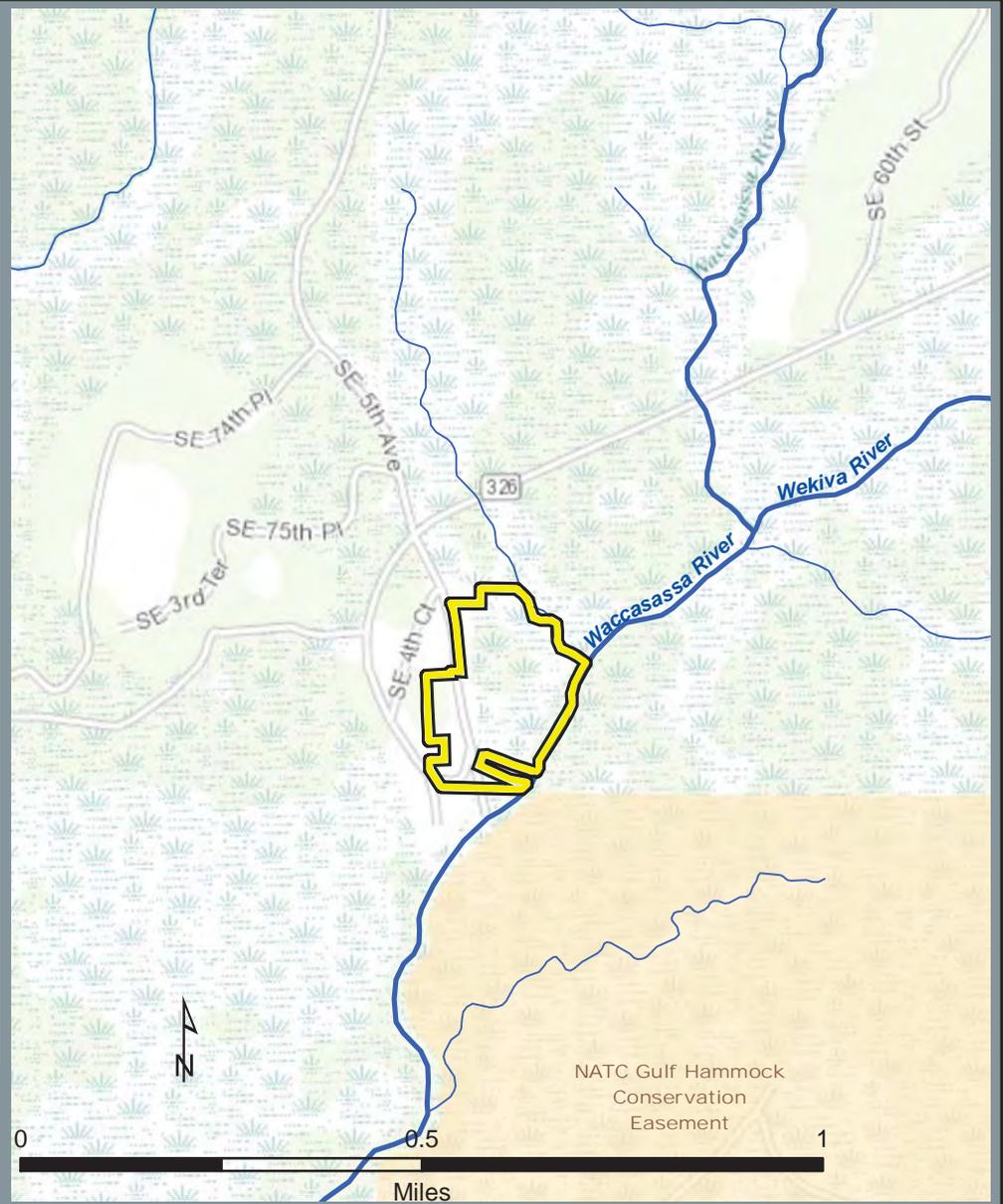
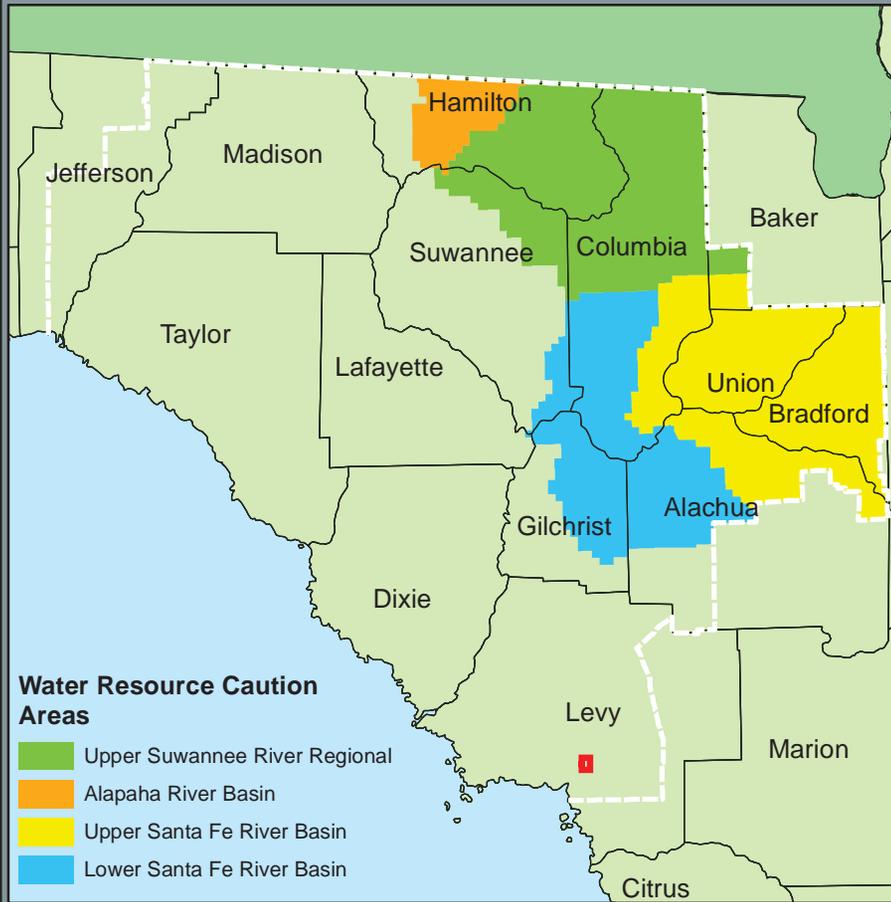
CURRENT ASKING PRICE: \$800,000 for a fee simple purchase of the land and improvements.

ASSESSMENT COSTS: Costs of detailed assessment are estimated to be from \$5,000 to \$7,000.

MANAGEMENT: The property would be managed by Levy County.

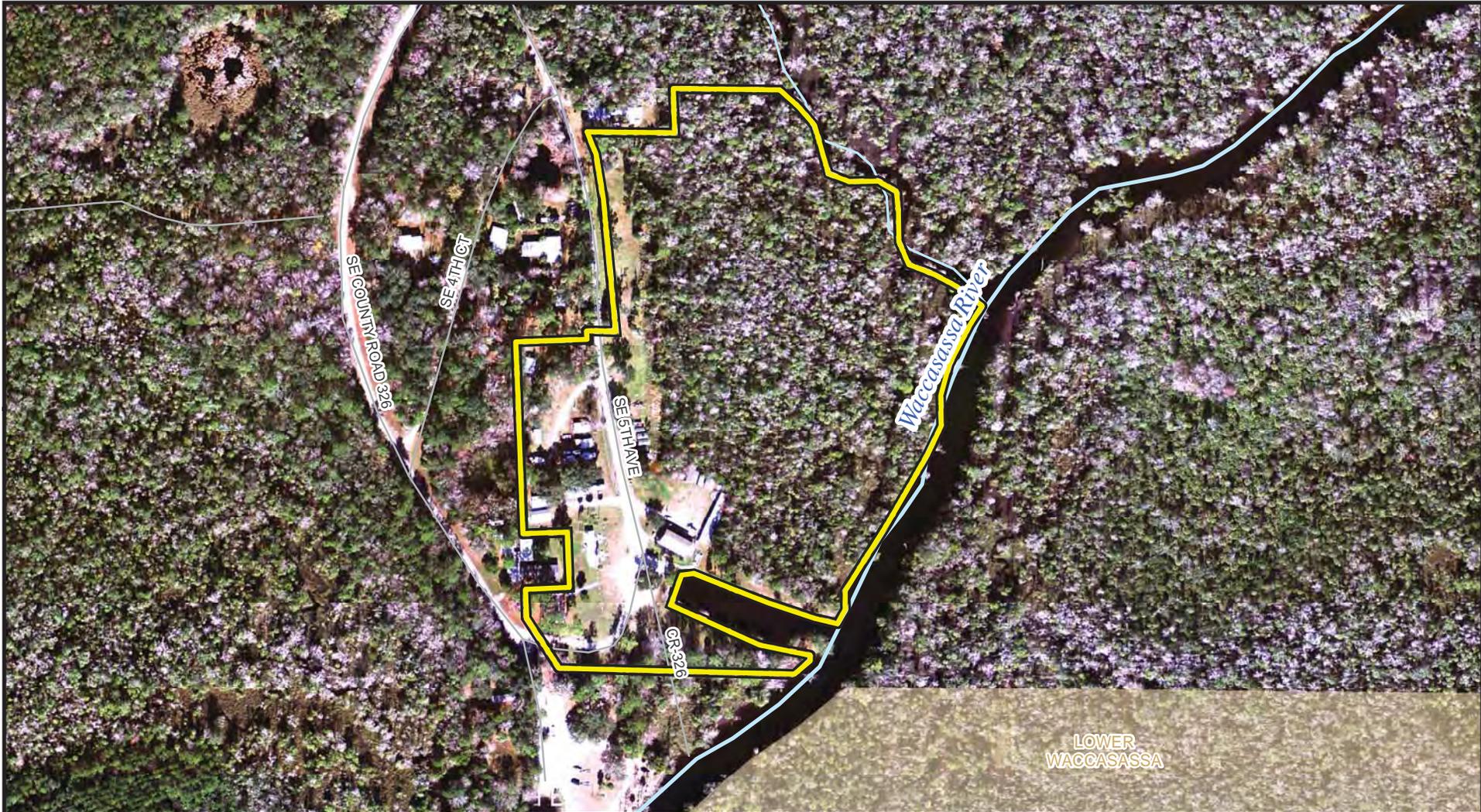
STAFF RECOMMENDATION: Staff recommends Land Committee requesting Governing Board approval to conduct detailed assessment, provide technical assistance and commence negotiations subject to Levy County funding or finding partners or grants to fund the majority of the purchase.

Waccasassa Fishing Club LLC. Property Offer Location Map



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Map Created 6/29/2016

- Project Boundary
- SRWMD Ownership
- SRWMD Boundary
- Conservation Easements



Waccasassa Fishing Club LLC. Property Offer Property Overview

-  Project Boundary - 22.7 Acres +/-
-  SRWMD Proposed Acquisitions
-  General
-  Rivers and Streams
-  SRWMD Ownership
-  Other Public Ownership
-  SRWMD Conservation Ownership

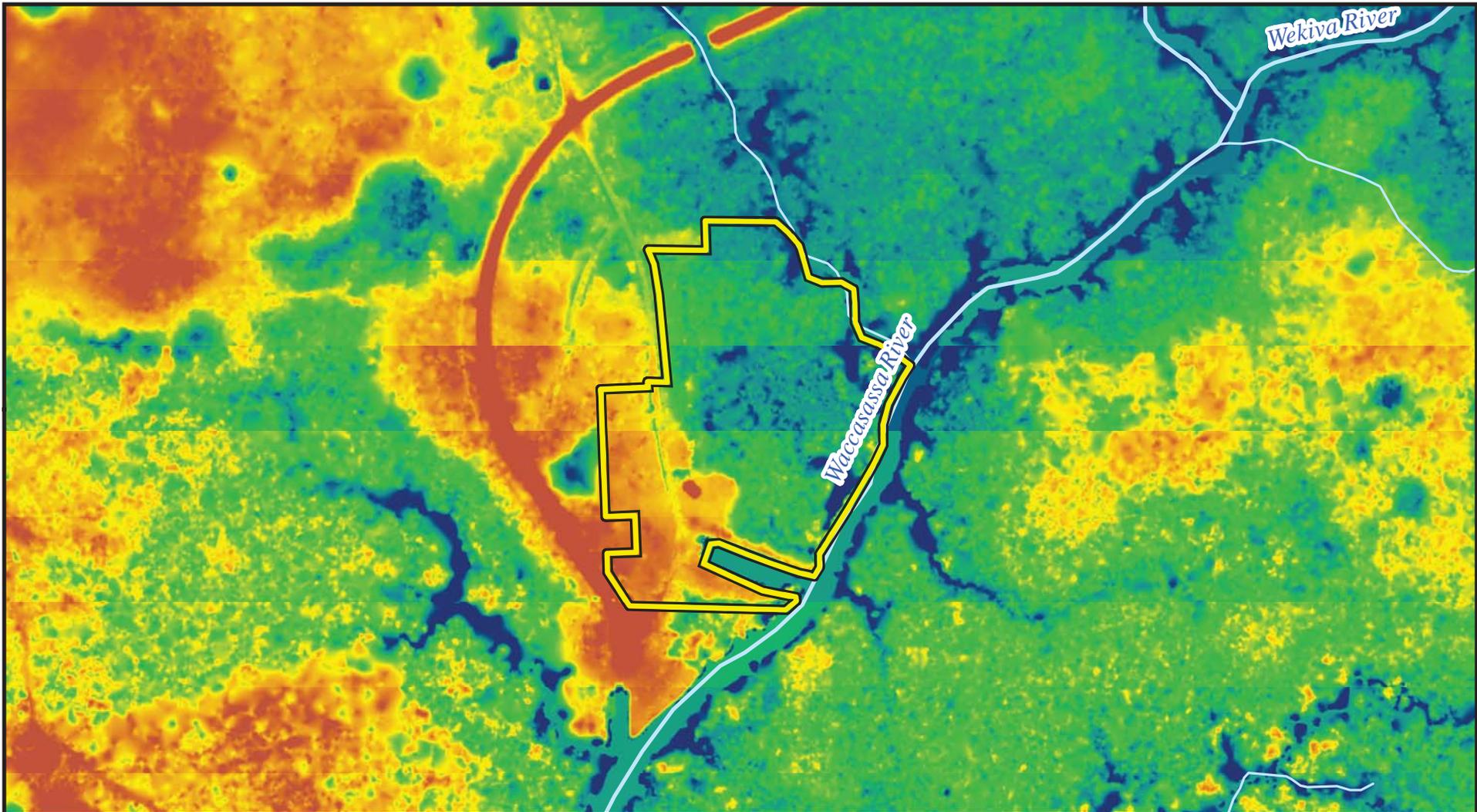


Feet

0 500



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-  Project Boundary
-  Rivers and Streams

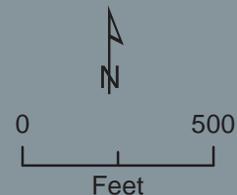
Land Surface Elevation
 High : 9.93835

 Low : -2.6232

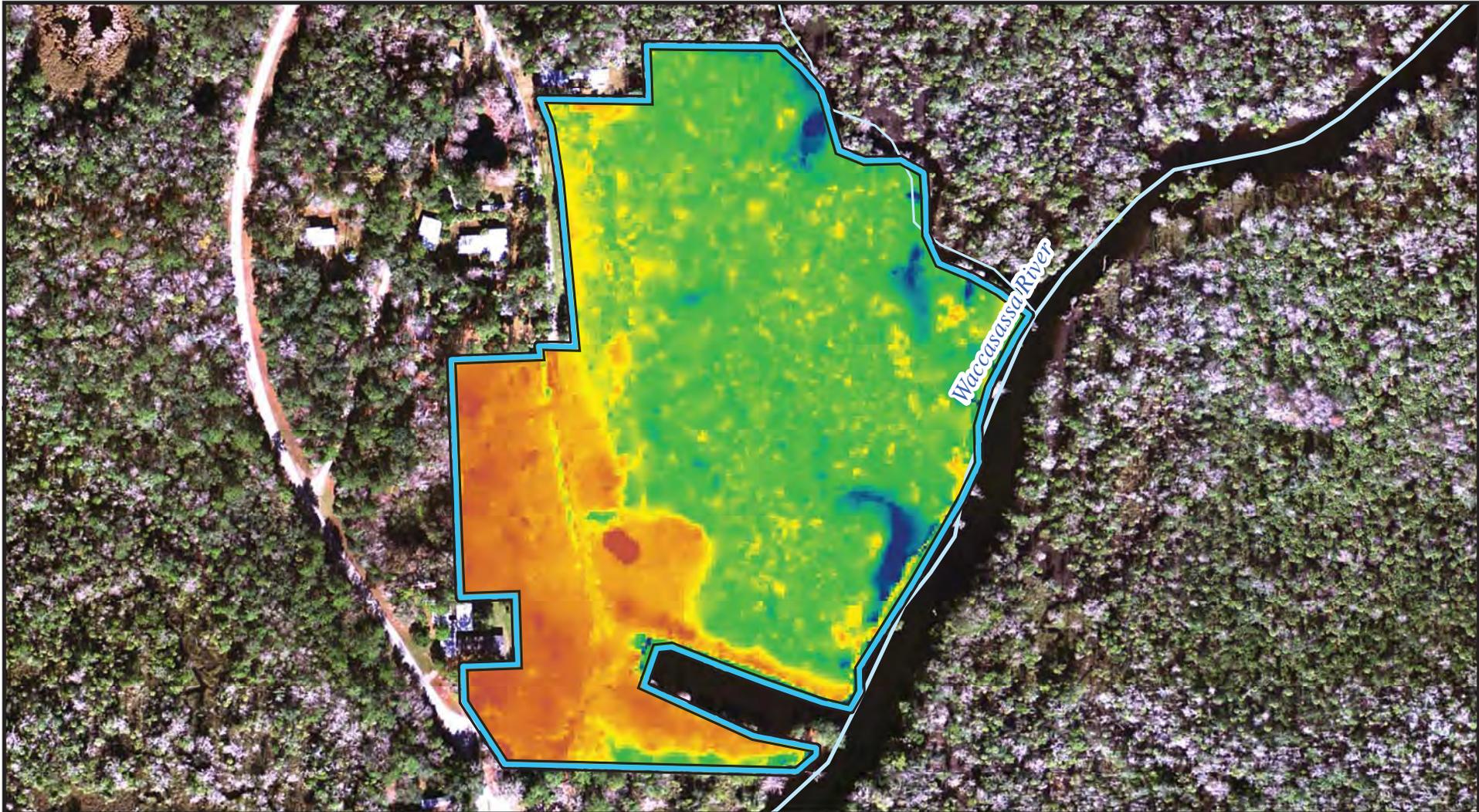
(Vertical Datum NAVD88-
 Units US Feet)

Note: Elevations displayed are
 derived from LiDAR Data.

Waccasassa Fishing Club LLC. Property Offer LiDAR Overview



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. Map Created 6/29/2016



**Waccasassa Fishing Club LLC.
Property Offer
LiDAR DEM Property**

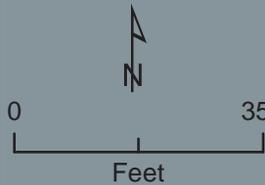
-  Project Boundary
-  Rivers and Streams

Land Surface Elevation

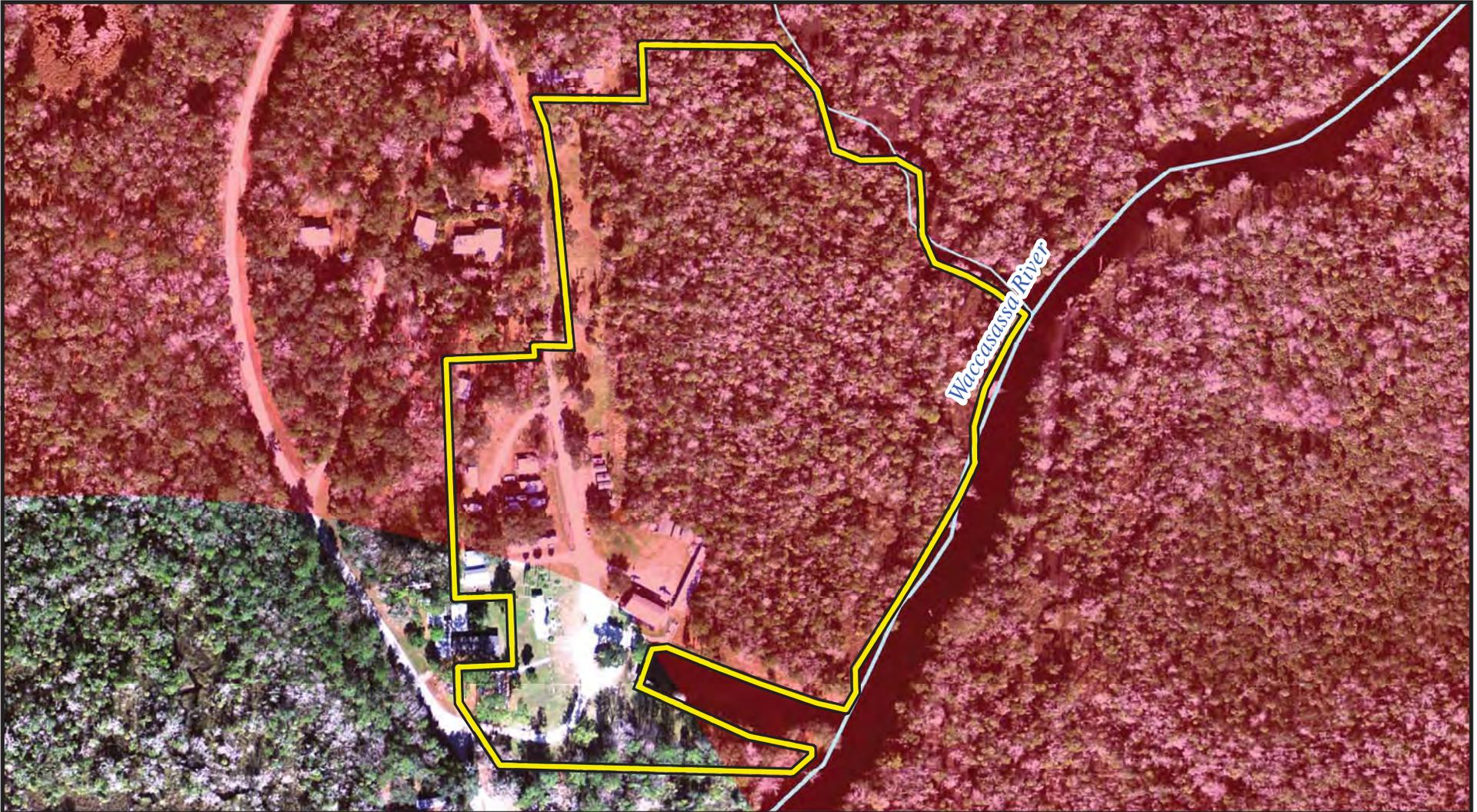


(Vertical Datum NAVD88-
Units US Feet)

Note: Elevations displayed are
derived from LiDAR Data.

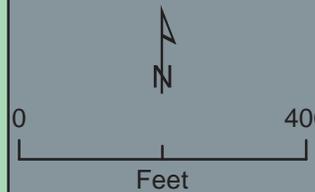


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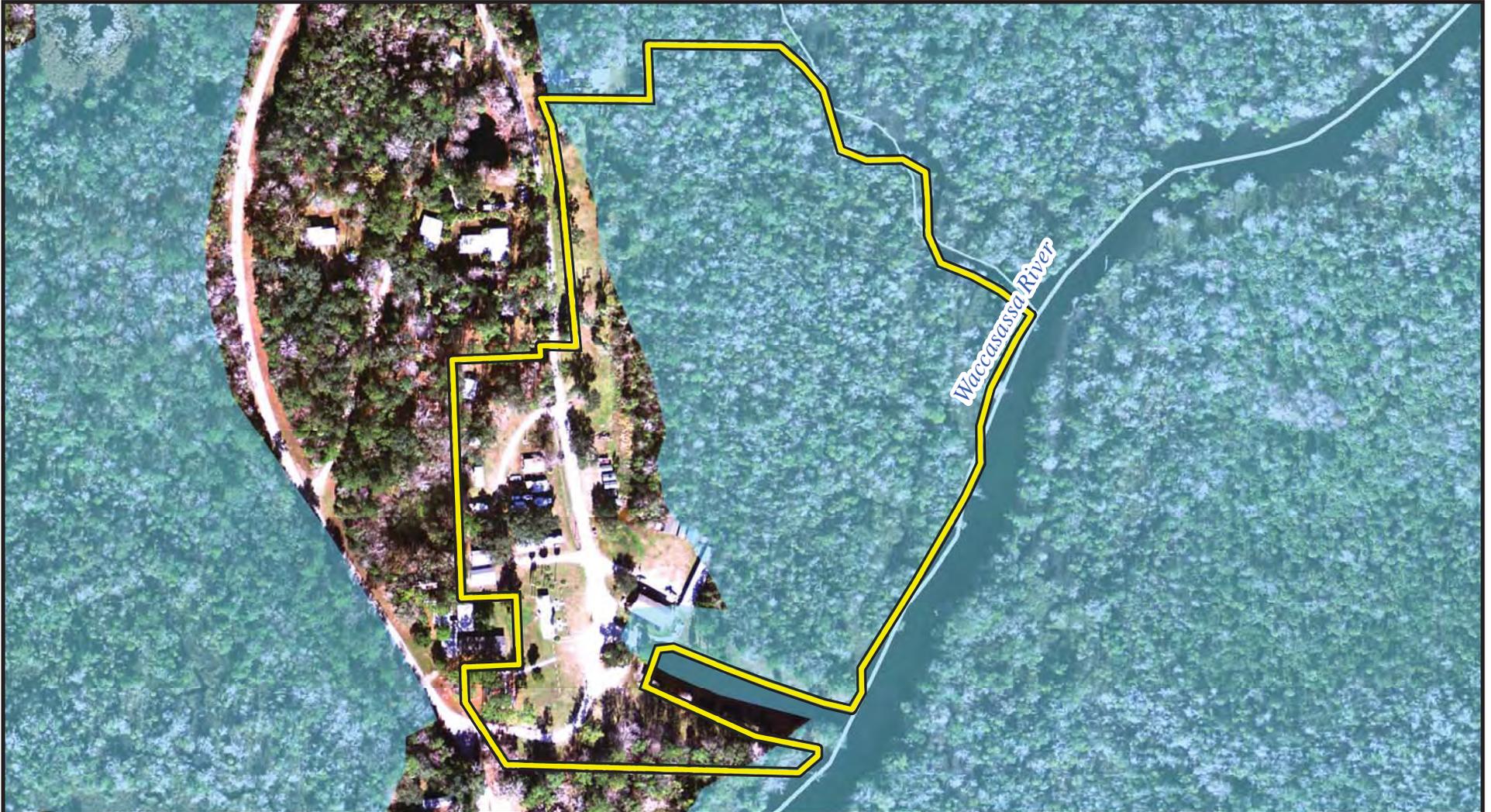


**Waccasassa Fishing Club LLC.
Property Offer
Floodplain Protection**

-  Project Boundary
-  Rivers and Streams
-  Floodplain Protection - 88%

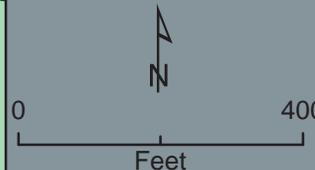


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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. Map Created 6/29/2016



**Waccasassa Fishing Club LLC.
Property Offer
Surface Water Protection**

-  Project Boundary
-  Rivers and Streams
-  Surface Water Protection 67%



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. Map Created 6/29/2016

MEMORANDUM

TO: Governing Board

FROM: Roary E. Snider, Esq., Chief of Staff

DATE: July 31, 2016

RE: Waiver of Right of First Refusal for 84.32 acres +/- of the Walker Springs/Layman Law Firm Conservation Easement 267.14 acres +/- in Jefferson County and City First Mortgage and HelpCo Financial services, Inc. request for the District to approve and execute a Consent and Approval that will allow the sale of the 84.32 acre +/- parcel.

RECOMMENDATION

Staff recommends that the Governing Board waive the Districts Right of First Refusal for 84.32 acres as requested by City First Mortgage. Staff further recommends that the Governing Board approve the Consent and Approval subject to City First Mortgage and HelpCo Financial Services, Inc. reaching an agreement as to the terms and should they not reach a mutual agreement to approve District Counsel requesting a Declaratory Judgement from the courts as to how the District should proceed.

BACKGROUND

The 167.14 acre Layman Law Firm – Walker Springs Conservation Easement was purchased by the District on December 30, 2011 for \$250,710. The terms of the easement included restrictions on subdivision of the property and building of structures. At the time of closing the property was encumbered by two mortgages. The first by City First Mortgage on the 84.32 acre parcel and the second by HelpCo Financial Services, Inc. on the remainder of the conservation easement.

In May of 2015 City First Mortgage and HelpCo Financial Services, Inc. received title to the 84.32 acre parcel and remainder parcel respectively through foreclosure proceedings effectively subdividing the parcel.

City First Mortgage through their counsel has formally requested that the District exercise or waive its right of first refusal and further agree to allow the sale of the 84.32 acre parcel via execution of the attached Consent and Approval. In discussions with City First Mortgage legal counsel staff requested that both parties (City First Mortgage and HelpCo Financial Services, Inc.) participate in any amendment requests as there remain outstanding reserved rights that either party might intend to exercise. Staff was informed that this is not practical and was provided the attached Consent and Approval. This would require City First Mortgage to obtain further District approval to exercise any reserved rights under paragraph 2 C of the conservation easement.

On July 8, 2016 the District received the attached letter from Ms. Marika Sevin objecting to the transfer of the property, asserting certain rights under the conservation easement and proposing modifications to the conservation easement. District staff presented this letter to the Lands Committee at the July 2016 meeting and are making the following recommendations.

Staff has evaluated the property based on available information and recommends that the Governing Board waive the District's right of first refusal. There appears to be minimal benefit to be gained by District taking fee ownership of this property. The District will maintain the existing conservation easement on the property.

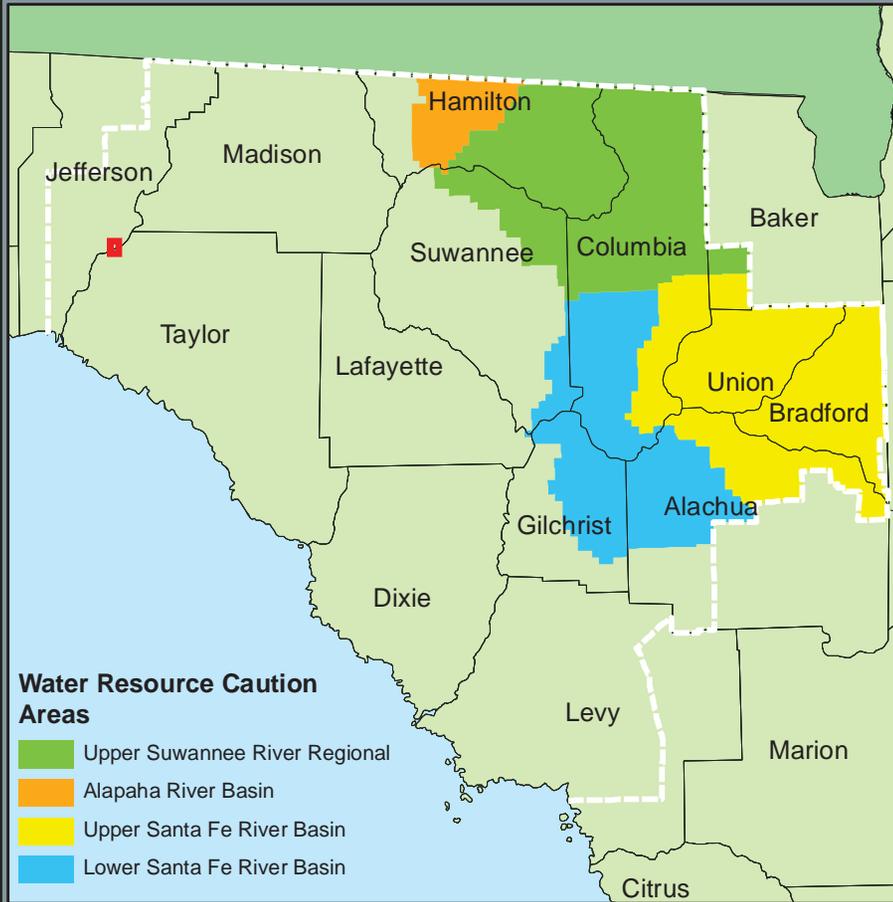
Staff further requests that the Lands Committee recommend that the Governing Board approve the Consent and Approval as attached to allow City First Mortgage to sell the 84.32 acre parcel subject to the restrictions spelled out in paragraph 8 of the Consent and Approval.

This recommendation is contingent on City First Mortgage and HelpCo Financial Services, Inc. reaching an agreement as to the terms of the Consent and Approval. If City First Mortgage and HelpCo Financial Services, Inc. are not able to reach an agreement the Staff recommendation will be to have District Counsel request a declaratory judgment from the courts as to how the District should proceed.

At its July 12, 2016 meeting the Lands Committee approved the staff recommendation to waive the District's right of first refusal, approve the consent and approval subject to City First Mortgage and HelpCo Financial Services, Inc. reaching an agreement as to the terms and should they not reach a mutual agreement to approve District Counsel requesting a declaratory judgment from the courts as to how the District should proceed.

/kr
Attachments

Walker Springs Layman Law Firm Conservation Easement ROFR and Modification Request Location Map



Water Resource Caution Areas

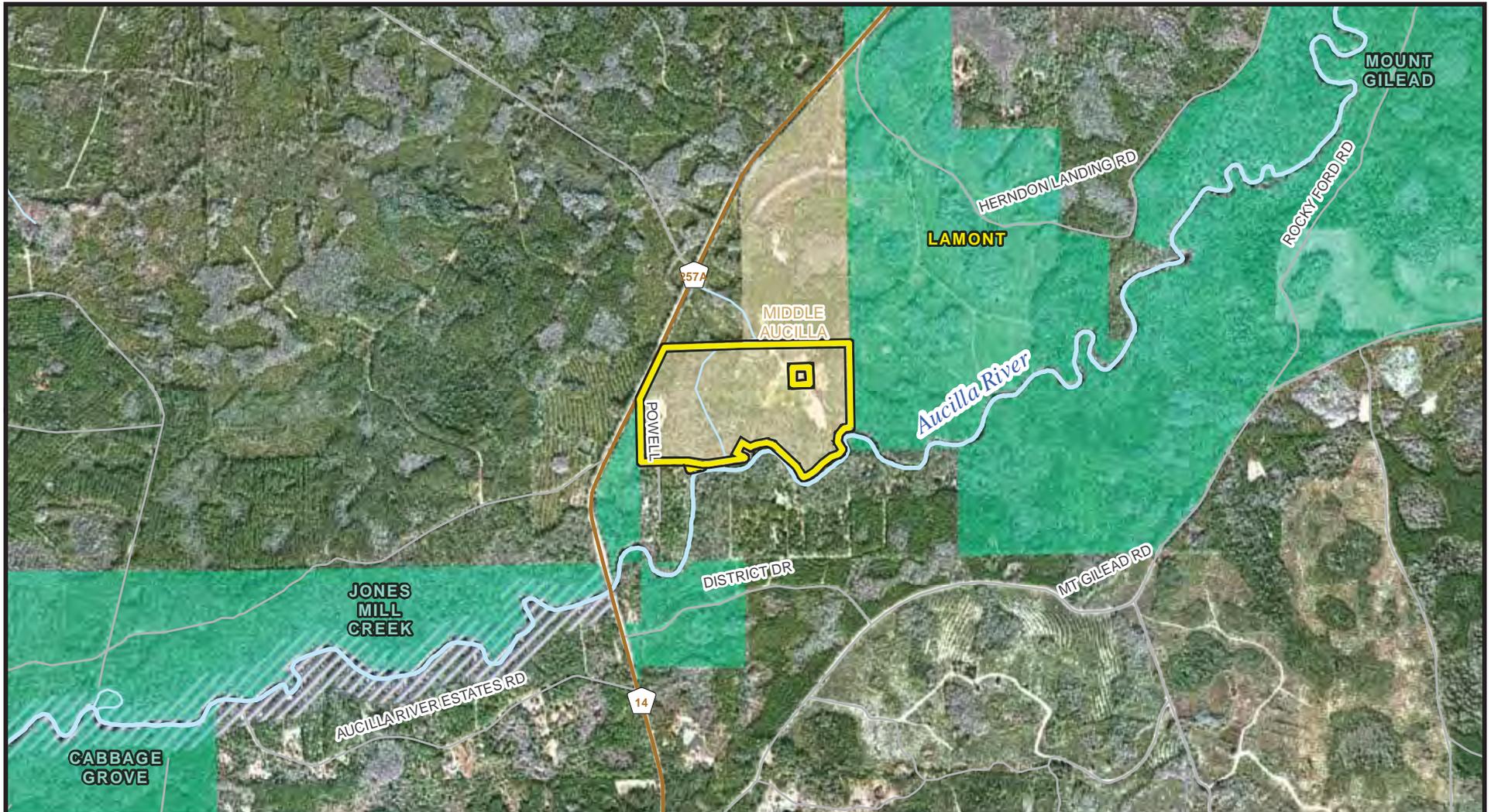
- Upper Suwannee River Regional
- Alapaha River Basin
- Upper Santa Fe River Basin
- Lower Santa Fe River Basin



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.
Map Created 7/7/2016

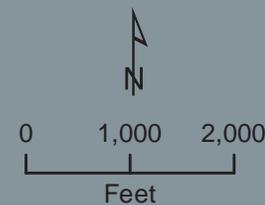


- Walker_Springs_City_First_Parcel
- SRWMD Ownership
- SRWMD Boundary
- Conservation Easements
- State Proposed Acquisition

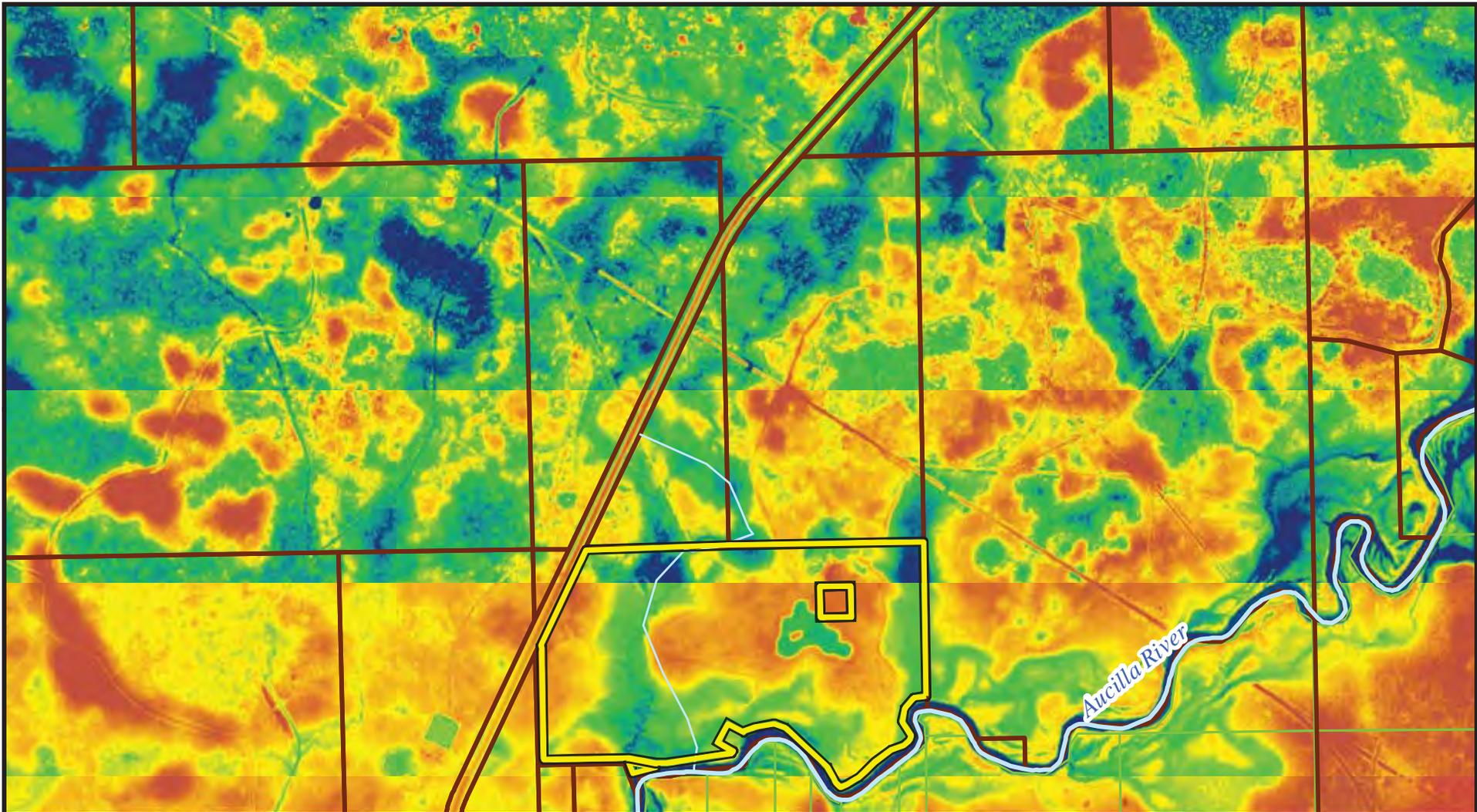


Walker Springs/Layman Law Firm Conservation Easement ROFR and Modification Request Property Overview

-  Walker_Springs_...
-  County Roads
-  General
-  Rivers and Streams
-  SRWMD Ownership
-  Other Public Ownership
-  SRWMD Proposed Acquisitions
-  State Proposed Acquisitions
-  SRWMD Conservation Ownership



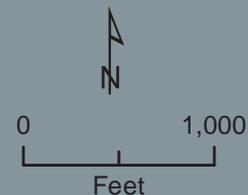
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**Walker Springs/Layman Law Firm Conservation Easement
ROFR and Modification Request
LiDAR Overview**

-  Walker_Springs_City_First_Parcel
-  Rivers and Streams

(Vertical Datum NAVD88-
Units US Feet)
Note: Elevations displayed are
derived from LiDAR Data.



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. Map Created 7/7/2016

Rowell, Keith

From: Moshe Rubinstein <moshe@moshelaw.com>
Sent: Tuesday, May 24, 2016 1:58 PM
To: Rowell, Keith; tomreeves@earthlink.net
Subject: WALKER SPRINGS
Attachments: Contract.pdf

Pursuant to the Conservation Easement, attached is a copy of the contract for the sale of the above referenced property.

As you have the right of first refusal, please let us know if you intend to exercise that right or if you intend to forgo your right to purchase.

Thank you



MOSHE RUBINSTEIN LAW FIRM, P.A.

954 987 0040 (o)
954 655 7980 (m)
954 967 6603 (f)
6100 HOLLYWOOD BLVD.
SUITE 305
HOLLYWOOD, FL 33024
moshe@moshelaw.com

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CONTRACT FOR SALE

THIS CONTRACT FOR SALE is made and entered into this ____ day of May, 2016, by and

Between CITY FIRST MORTGAGE CORP, a Florida corporation

Whose mailing address is 6100 Hollywood Blvd., Suite 305, Hollywood, FL 33024 ("Seller"), and CHARLES

R. WISE AND GEORGE KEN WISE, whose mailing address is : 4401 56th Street N, Kenneth City, FL 33709.

1. PROPERTY : Seller agrees to sell and Buyer agrees to buy: (a) that certain real property (the "Property") located in Jefferson County, Florida, containing 84.32 acres, as described on attached Exhibit "A", and represented by parcel identification number: 29-2S-5E-0000-0026-0000. **This contract is contingent upon the Addenda signed by the parties and attached hereto.**

*CRW
AKW ✓*

2. PURCHASE PRICE: (U.S. currency)..... \$352,000.00

All deposits will be made payable to "Escrow Agent" named below and held in Escrow by:

Escrow Agent: Davis, Schnitker, Reeves & Browning, P.A.
Escrow Agent's Contact Person : Clay Alan Schnitker , Esquire
Escrow Agent's Address: 519 West Bay Street, Madison, FL 32340
Escrow Agent's fax (850) 973-8564
Escrow Agent's phone: (850) 973-4186
Escrow Agent's Email: cschnitker@eathlink.net

(a) Initial deposit : check if applicable \$ 5,000.00

accompanies offer

will be delivered to Escrow Agent within ____ days after Effective Date if left blank

Other: Explain \$5,000 will be provided to Escrow Agent and shall be held* in a non interest bearing account by Davis, Schnitker, Reeves & Browning, PA, who shall act as Escrow Agent and Closing Agent . Deposit shall be credited to the Purchase Price at closing.

(b) Additional Deposit will be delivered to Escrow Agent (Check if applicable) \$ NA

within ____ (10 days if left blank) after effective date

within ____ days (3 days if left blank) after expiration of Feasibility Study Period

*CRW
AKW ✓*

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$ 290,000.*

(d) Other _____

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AKW ✓*

(e) Balance to Close \$ 57,000 *

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BINDER DEPOSIT No later than three (3) business days after Seller fully executes this Contract, buyer shall pay a binder deposit (the "Binder" "Deposit") in the amount of Five Thousand and no/100 Dollars (\$5,000.00), which shall be paid to and held in a non-interest bearing trust account by Davis, Schnitker, Reeves & Browning, P.A., who shall act as Escrow Agent and Closing Agent. The Binder Deposit shall be credited to the Purchase Price at closing.

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AKW ✓
4. EFFECTIVE DATE: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before 5/22/2016 *, this offer will be withdrawn and Buyers' deposit, if any will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counteroffer. If a final counteroffer is not timely signed and delivered, the offer will be withdrawn and Buyer's deposit, returned.

4A. FINANCING: (CHECK AS APPLICABLE)

(a) buyer will pay cash for the property with no financing contingency.

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(b) This contract is contingent on Buyer qualifying for and obtaining the commitments or approval specified below ("financing) within 90 * 60 after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within 5 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing with the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be returned.

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(1) New Financing: Buyer will secure a commitment for a new third party financing for \$290,000 * -% of the purchase price at (Check one) a fixed rate not exceeding prevailing* -% NA an adjustable interest rate not exceeding NA% at the origination (a Fixed rate at the prevailing interest based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

(2) Seller Financing: Buyer will execute a rst second purchase money note and mortgage to Seller in the account of \$ bearing annual interest at % and payable as follows:

The mortgage, note and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer

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defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will, be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.

5. EXPENSES: Seller shall pay for doc stamps on the deed of conveyance title search and examination, and for the title insurance in the amount of the purchase price, cost of recording documents to cure title, if any. Buyer shall reimburse Seller for the cost of the title search, ^{not exceeding \$750} and pay for recording the deed of conveyance, and financing statements. Loan expenses, Lender's title policy at the simultaneous issue rate, for a survey of the Property, if a survey is desired by buyer, and for an environmental audit. If any environmental audit is desired by Buyer, insurance if required. Ad valorem taxes and special assessments on the Property for the year of closing shall be prorated as of the Closing Date. Seller shall pay all outstanding ad valorem taxes and special assessments on the Property for all years prior to the year of closing. Each party shall pay their own attorney fees.

6. BROKERS/REALTORS: The only broker involved in this transaction and/or entitled to a Commission as part of this transaction is Jon Kohler & Associates, LLC. If this transaction closes, Seller shall pay a commission at closing to John Kohler & Associates, LLC. in an amount equal to six percent (6%) of the Purchase Price. Other than the obligation owed to John Kohler & Associates LLC by Seller: (a) Seller will hold harmless and indemnify Buyer for any commission owned to any brokers and/or realtors contract by Buyer claiming a commission on this transaction.

7. CLOSING DATE: The closing of this transaction shall occur no later than ~~sixty (60) one~~ ^{90 days} ~~hundred and twenty (120)~~ days after the Effective Date of this Contract (the "Closing Date" or "closing") at or through the offices of Davis, Schnitker, Reeves & Browning P.A., as Closing Agent.

If requested by either Buyer or Seller, the parties may effect closing as a

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not exceeding \$750
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"mail away" closing, through commercially reasonable procedures acceptable to the closing agent.

8. CONVEYANCE: Seller shall convey to Buyer at closing by general warranty deed, title to the Property, free and clear of all liens and encumbrances, other than ad valorem taxes for the current year, that certain Conservation Easement recorded in G.R. Book 676, Page 281, of the public records of Jefferson County, Florida, and those and other items of title listed on the "other terms and conditions page" and the addendum agreement, in title matters deemed acceptable to Buyer. Seller shall furnish to Buyer at closing, a standard closing affidavit attesting to, among other things: (a) the absence of any financing statements, claims of lien or potential liens known to Seller affecting the Property, (b) that there have been no improvements or repairs to the Property for which payment has not been made, and (c) that no one other than Seller is in possession of or has a right to possession of the Property. Seller and Buyer shall also furnish all other documents necessary to complete this transaction reasonably requested by the title insurance company or Closing Agent.

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addendum agreement
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9. TITLE EVIDENCE: No later than thirty (30) days after the Effective Date of this Contract, Seller shall obtain a title insurance commitment for the Property. If such title insurance commitment shows: (a) someone other than Seller has an ownership interest in the Property, (b) the title to the Property is defective, (c) the title to the Property contains exceptions other than exceptions permitted by Buyer's standard title reqts. on other terms and conditions page, and those matters which shall be discharged by Seller at or before closing, or (d) that there is no legal access to all portions of the Property, (collectively the "Title Defects"), and Buyer objects to the Title Defects by written notification to Seller no later than forty (40) days after the Effective Date of

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this Contract, Seller shall have thirty (30) days after being so notified by Buyer to remove, correct and clear the Title Defects, and closing shall be extended for thirty (30) days (the "Extended Closing Date"). If Seller is unable or unwilling to clear or remove all of the Title Defects before the end of the Extended Closing Date, Buyer may either:

(a) ~~accept the Title Defects and close this transaction no later than the Extended Closing Date~~ or (b) ~~terminate this Contract, in which event the Seller shall be refunded to Buyer, and thereupon Buyer and Seller shall be released from all further obligations to the other under this Contract.~~

10. ENVIRONMENTAL MATTERS.

A. No later than ~~thirty (30) days~~ ^{nine (9) days} after the Effective Date of this Contract,

Buyer may, at Buyer's option and expense, obtain a Phase I environmental audit on the Property. If the results of such environmental audit reveal that any portion of the Property is contaminated or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to pollution or protection of the environment or to threatened any endangered species, and such results are unacceptable to Buyer (the "Environmental Defects"), and Buyer objects to the Environmental Defects by written notification to Seller no later than ~~thirty (30) days~~ ^{one hundred (100) days} after the Effective Date of this Contract, Seller shall have thirty (30) days after being so notified by Buyer to remove, correct and clear the Environmental Defects, and closing shall be extended for thirty (30) days (the "Extended Closing Date"). If Seller is unable or unwilling to clear or remove all of the Environmental Defects before the end of the Extended Closing Date, Buyer may either: (a) ~~accept the Environmental Defects and close this transaction according to the terms of this Contract no later than the end of the Extended Closing Date~~, or (b)

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terminate this Contract by written notice to Seller, in which case the Deposit shall be refunded to Buyer, and thereupon Buyer and Seller shall be released from all further obligations to the other under this Contract.

B. Within seven (7) days after the Effective Date of this Contract, Seller shall furnish Buyer with a copy of any and all environmental audits and reports, and any correspondence relating to environmental matters, on and for the Real Property in Seller's possession.

11. SURVEY:

A. Not later than ~~thirty (30) days~~ ^{ninety (90) days} after the Effective Date of this Contract, Buyer may, at Buyer's option and expense, have the Property surveyed by a Florida licensed surveyor. If such survey reflects any defects, encroachments, or other problems not acceptable to Buyer, or reflects that the Property contains less than the number of acres stated above (the "Survey Defects"), and Buyer objects to the Survey Defects by written notification to Seller no later than ~~forty (40) days~~ ^{70 days} after the Effective Date of this Contract, Seller shall have thirty (30) days after being so notified by Buyer to remove, correct and clear the Survey Defects, and closing shall be extended for thirty (30) days (the "Extended Closing Date"). If Seller is unable or unwilling to clear or remove all of the Survey Defects before the end of the Extended Closing Date, Buyer may either: (a) accept the Survey Defects and close this transaction according to the terms of this Contract no later than the end of the Extended Closing Date, or (b) terminate this Contract by written notice to Seller, in which case the Deposit shall be refunded to Buyer, and thereupon Buyer and Seller shall be released from all further obligations to the other under this Contract.

~~the Seller shall be released from all obligations to the Buyer and the Buyer shall be released from all obligations to the Seller upon the closing of the Property.~~

13. NO ALTERATIONS OF THE PROPERTY: After the Effective Date of this Contract, Seller will not, without Buyer's prior written permission: (a) cut, harvest, remove, damage or destroy any timber on the Property, or materially alter any portions of the Property, or (b) enter into any leases, contracts or other agreements regarding the Property with any persons or entities other than Buyer, or (c) encumber or allow to be encumbered any of the Property.

14. EXISTING CONSERVATION EASEMENT: The Property is subject and will be conveyed subject to a pending Conservation Easement recorded in O.R. Book 670, Page 281, of the public records of Jefferson County, Florida. As a part of Buyer's due diligence, Buyer will review this Conservation Easement before the end of the Due Diligence Period to determine if it is acceptable to Buyer. If Buyer fails to terminate this Contract before the end of the Due Diligence Period pursuant to paragraph 12 of this Contract, or raise this Conservation Easement as a title objection pursuant to paragraph 9 of this Contract, Buyer will be deemed to have accepted this Conservation Easement.

Seller initials
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15. CASUALTY LOSS: In the event any portion of the timber or improvements located on the Real Property or any portion of the Property is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to closing, to an extent greater than Two Thousand and No/100 Dollars (\$2,000.00) in value, then Buyer may either: (a) terminate this Contract in which event the ^{deposit} shall be refunded to Buyer, and thereupon Buyer and Seller shall be released from all further

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obligations to the other under this Contract, or (b) proceed to closing without a reduction in the Purchase Price.

16. CONDITION OF PROPERTY: Except for the warranties and representations of Seller as set forth in this Contract and the warranties of title contained in the deed of conveyance and other closing documents, Seller is selling the Property "as is, where is", and Seller has not made, does not make, and has not authorized anyone else to make representations as to (a) the number of acres or volume of timber in, and on the Property, or (b) the condition of the Property. In the event Seller has provided Buyer with copies of title opinions/policies, surveys, maps, reports, studies, audits, appraisals, or other information concerning the Property, Seller does not make any representations or guarantees that the information contained therein is accurate, and it is Buyer's obligation to determine and verify the information contained therein. For the purpose of this paragraph, the term "Seller" shall include the Seller, its agents, and brokers.

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17. DEFERRED EXCHANGE: Each party, upon request to the other party, shall have the right to structure this transaction in such manner that the transaction contemplated hereby shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the party to whom such request is made (the "Non-Requesting Party") agrees to fully cooperate with party making such request (the "Requesting Party"), and sign the documents reasonably requested to accomplish such exchange, provided the Non-Requesting Party incurs no additional costs as a result thereof and the closing is not delayed as a result thereof.

18. NOTICES: Any and all notices required or permitted under this Agreement shall be made or given in writing and shall be delivered in person or sent by

Postage, pre-paid, United States Mail, certified or registered, return receipt requested, or by a recognized overnight carrier (i.e. Federal Express), or by facsimile or email transmission, to the other party at the addresses set forth below, and such address as may be furnished by notice in accordance with this paragraph. Notices shall be furnished to the parties as follows:

To Seller: CITY FIRST MORTGAGE CORP.
6100 Hollywood Blvd., Suite 305
Hollywood, FL 33204
(fax)
see CFMortg.com (email address)

With copy to: Davis, Schnitker, Reeves & Browning, P.A.
c/o Clay A. Schnitker
P.O. Drawer 652
Madison, FL 32341
(850) 973-8564 (fax)
(850) 973-4186 (telephone)
cschnitker@earthlink.net

To Buyer: Charles R. Wise
4401 56th Street North
Kenneth City, FL 33709
(727) 420-6959 or (727) 545-3587 telephone

With a copy to: Law Office of Laura Bamond
c/o Laura Bamond, Esq.
3510 First Avenue North, Ste. 128
St. Petersburg, FL 33713
(727) 328-2405 (phone)
(727) 328-2479 (fax)
Bamond128@gmail.com

19. ESCROW AGENT: Escrow Agent shall at all times be authorized to deliver the Binder in accordance with the terms of this Contract or pursuant to written instructions executed by both Seller and buyer. At closing Escrow Agent shall remit the Binder-Deposit to Seller, and Buyer shall receive a credit against the Purchase Price in the amount of the Binder-Deposit. In the event Escrow Agent receives a written claim of default by either Buyer or Seller against the other, or in the event there is a dispute over the Binder-Deposit.

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Escrow Agent shall be authorized to file an action in interpleader to determine the party entitled to the ~~Escrow~~ ^{Deposit}, and all legal fees, cost and expenses incurred by Escrow Agent associated with such proceeding shall be paid from the ~~Escrow~~ ^{Deposit}. The prevailing party in any litigation over the ~~Escrow~~ ^{Deposit} shall be entitled to recover its attorney fees and costs from the non-prevailing party. Escrow Agent may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Seller and Buyer agree to hold harmless and indemnify Escrow Agent for all liability and expenses incurred by acting as escrow agent, other than intentional misuse of funds. ^{Deposit} The ~~Escrow~~ shall be held in a non-interest bearing account.

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20. DEFAULT: Should Seller default on any terms of this Contract, and Buyer not be in default, then Buyer shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure Title Defects, Survey Defects, or Environmental Defects, ^{or any violation of Easement violations}), or (b) terminate this Contract by written notice to Seller prior to closing, in which case the ~~Escrow~~ ^{Deposit} shall be refunded to Buyer and thereupon Buyer and Seller shall be released from any further obligations to the other under this Contract, or (c) pursue an action for damages but only if Seller conveys or encumbers the Property to a third party such that specific performance is not an available remedy. Should Buyer default on any terms of this Contract, and Seller not be in default, then Seller shall receive the ~~Escrow~~ ^{Deposit} (as liquidated damages because actual damages would be difficult to estimate), and this Contract shall be terminated and Buyer and Seller shall be released from any further obligations to the other under this Contract.

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These are the only remedies available to the parties in the event of default prior to closing.

21. LEGAL REPRESENTATION: The law firm of Davis, Schriker, Rogers & Browning, P.A. represents only Buyer and not Seller in this matter. Each party has had equal opportunity in drafting this Contract, and this Contract shall not be construed against either party.

22. MISCELLANEOUS: This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Contract may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday. The provisions of this Contract are for the sole and exclusive benefit of the parties hereto. No provision of this Contract will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this Contract. This Contract shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns and estates, as the case may be. Buyer shall have right to assign this Contract without the consent of Seller provided the ~~Buyer~~ ^{Deposit} is not released. Venue and jurisdiction for any litigation involving or related to this Contract shall be exclusively in state court in Jefferson County, Florida. The terms of this Contract shall survive the closing.

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FAR Commercial Other Terms Rider
FLORIDA ASSOCIATION OF REALTORS®

Addendum to Commercial Contract between
CITY FIRST MORTGAGE CORP.
 and CHARLES P. WISE AND GEORGE K. WISE (SELLER)
 concerning the sale and purchase of the Property described as: _____ (BUYER)

The clauses below shall be incorporated into the Contract referenced above only if initialed by all parties
 Buyer Initials _____ Seller Initials _____

() - () OTHER TERMS AND CONDITIONS:

1. Seller represents that the land comprising the subject Property is in compliance with the Conservation Easement recorded at O.R. 670 Page 281, Public Records of Jefferson County, Florida.
2. During the Due Diligence/Environmental Period of the contract, which is ninety (90) days after the Effective Date, the Buyers are authorized to have a representative or representatives of the Swannee River Management District ('SRMD') inspect the subject property with Buyers and or Buyer's agents to determine if the subject property is in compliance with the existing Conservation Easement recorded at O.R. 670 Page 281, Public Records of Jefferson County, Florida and in compliance with the relevant portion of the Forest Management Plan for the Walker Springs Property of 2011. If there are existing violations on the Property, Buyer shall notify the Seller in writing no later than ten (10) days after the end of the Due Diligence/Environmental period and the Seller shall have thirty (30) days after being so notified by Buyer to remove, correct and clear the violations and the closing date shall be extended by 30 days. If Seller is unable or unwilling to clear or remove the violations before the end of the extended closing date, Buyer or Seller may either terminate the contract, in which event the Deposit shall be refunded to Buyer and thereupon Buyer and Seller shall be released from all further obligations to the other under this contract, or Seller and Buyer may agree to a price modification to the contract and close.
3. As part of Seller's title obligations, Seller shall notify SRMD and obtain its prior written consent to this sale.
4. As part of Seller's title obligations, Seller shall obtain from SRMD written waiver of its option to purchase under the Conservation Easement recorded at O.R. 670, Page 281, Public Records of Jefferson County, Florida. Obtaining the Waiver will likely take Board action which will take a minimum of sixty (60) days.
5. As part of Seller's title obligations, Seller shall obtain from SRMD an estoppel letter that sale of the subject Property does not violate the Conservation Easement's prohibition against division of the parcels encumbered by the Conservation Easement, recorded at O.R. 670, Page 281, Public Record of Jefferson County, Florida.
 If additional time beyond that set forth in this contract in which to obtain necessary approvals from SRMD, Buyer and Seller will agree to execute an mutual extension of the contract for such reasonable period of time to obtain such approvals.
 If Buyer and Seller cannot obtain the necessary approvals from SRMD, Buyer and Seller agree that Buyer may terminate the contract and receive a refund of Buyers' deposit.

Buyer (CPW) (GKW) and Seller (SK) I acknowledge receipt of a copy of this page, which is page 1 of 1 Page.
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Executed by Seller, CITY FIRST MORTGAGE CORP, this 17 day of May, 2016.

CITY FIRST MORTGAGE CORP.

By: Stephen Fiska

Print Name: _____

Title: president

Executed by Buyers, CHARLES R. WISE and GEORGE K. WISE, this _____ day of April, 2016.

Charles R. Wise
CHARLES R. WISE

George K. Wise
GEORGE K. WISE

Addenda

Notwithstanding any other provisions of the contract, the Seller and the Buyer have discovered that there are impediments to Seller conveying the subject property, which Seller must clear in writing, in a manner acceptable to Buyer, the Title insurance underwriter and the Financial institution providing Buyer's financing, by the end of the 60 day due diligence period or this contract shall be terminated and the Buyer's deposit refunded to Buyer in full.

The Seller owns the Subject Property identified as Parcel #29-2S-5E-0000-0026.

Helpco Financial Services, Inc. owns two parcels of land to the North of the subject property. The two parcels North of the Subject Parcel are identified as Parcel # 29-2S-5E-0000-0024-0000 and Parcel # 20-2S-5E-0000-0011-0000.

The Subject Property and the Helpco Parcels are subject to a Conservation Easement recorded in O.R. Book 670, Page 281, of the public records of Jefferson County, the Grantee of which Easement is the Suwannee River Water management District.

Ownership of the three parcels subject to the Conservation Easement have been divided by operation of law and Court order, through the foreclosure of mortgages predating the Conservation Easement, to wit:

Seller owns the Subject Property and Helpco owns the two parcels to the North of the Subject Property.

Per the terms of the Conservation Easement, Seller must obtain the written consent of the Suwannee River Management District to the sale of the Subject Property separate from the Helpco parcels, See Conservation Easement Paragraphs 2A(5),6. If Seller cannot obtain the written consent of Suwannee River Management District to the sale of the Subject Property before the end of the due diligence period, this contract shall be terminated and the Buyers' deposit(s) refunded in full.

Consent by Suwannee River management District to the sale of the Subject Property may require a modification by Suwannee River Management District., Paragraph 10.

Consent by Suwannee River Management District may require the written consent of both Seller and Helpco.

Pursuant to the Conservation Easement, paragraph 2C, the Grantor of the Conservation Easement may construct new dwelling or lodge with an outbuilding in a Special Use Area. Per the Conservation Easement the location of the Special Use Areas shall be determined by survey prior to the closing creating the Conservation Easement and shall consist of a total of ½ acre near the Aucilla River and the second dwelling site near the lake which site will not exceed one acre in size.

Seller and Helpco must resolve whether the location of the second dwelling site is located on the Subject Property or Helpco's parcel(s). The contract is contingent upon the determination that the location of the second dwelling unit is on the subject property.

If Seller and Helpco cannot resolve this issue before the end of the due diligence period, the contract shall be terminated and Buyers' deposits refunded or If Seller and/or Helpco bring suit or determine to bring suit to resolve the location of the second dwelling site, or, if it is determined that the location of the second dwelling site is on Helpco's parcels, this contract shall be terminated and Buyers' deposit(s) refunded.

Consent by the Suwannee River Management District to the sale of the Subject Property separate from the Helpco financial Properties may require that the Seller and Helpco resolve any disputes regards the Subject Property and the terms of the Conservation Easement.

Per the terms of the Conservation easement, Paragraph 22, Suwannee River Management District has the option to purchase the subject property. Seller must obtain waiver of option to Purchase from Suwannee River Management District before the end of the due diligence period or the

contract is terminated and the Buyers' deposit shall be refunded in full.

Buyer reserves the right to extend the time for performance of this Addenda by Seller for a period of thirty (30) days.

The foregoing Addendum is executed by the Parties:

Executed by Seller, CITY FIRST MORTGAGE CORP, this 20 day of May, 2016.

CITY FIRST MORTGAGE CORP.

By: 

Print Name: Stephen F. Ica

Title: President

Executed by Buyers, CHARLES R. WISE and GEORGE K. WISE, this 19 day of ^{May}~~April~~, 2016.

Charles R. Wise Jr.
CHARLES R. WISE

George K. Wise
GEORGE K. WISE

EXHIBIT A

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 2 SOUTH, RANGE 5 EAST, JEFFERSON COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND RUN NORTH 89 DEGREES 08 MINUTES 19 SECONDS EAST 344.48 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE THENCE NORTH 89 DEGREES 08 MINUTES 19 SECONDS EAST 2291.97 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 19 SECONDS EAST 1098.31 FEET TO THE RIGHT BANK OF THE AUCILLA RIVER, THENCE WESTERLY ALONG SAID RIVER BANK AS FOLLOWS:

SOUTH 71 DEGREES 25 MINUTES 41 SECONDS WEST 108.97 FEET,
SOUTH 13 DEGREES 19 MINUTES 09 SECONDS WEST 101.19 FEET,
SOUTH 20 DEGREES 38 MINUTES 26 SECONDS EAST 110.0 FEET,
SOUTH 52 DEGREES 44 MINUTES 23 SECONDS WEST 272.39 FEET,
SOUTH 45 DEGREES 15 MINUTES 02 SECONDS WEST 159.08 FEET,
SOUTH 52 DEGREES 18 MINUTES 56 SECONDS WEST 99.17 FEET,
SOUTH 72 DEGREES 44 MINUTES 01 SECONDS WEST 104.81 FEET,
NORTH 48 DEGREES 12 MINUTES 49 SECONDS WEST 70.40 FEET,
NORTH 25 DEGREES 32 MINUTES 14 SECONDS WEST 221.30 FEET,
NORTH 58 DEGREES 23 MINUTES 10 SECONDS WEST 373.05 FEET,
SOUTH 48 DEGREES 58 MINUTES 04 SECONDS WEST 323.98 FEET,
SOUTH 84 DEGREES 59 MINUTES 07 SECONDS WEST 327.77 FEET,
SOUTH 87 DEGREES 53 MINUTES 55 SECONDS WEST 92.68 FEET,
SOUTH 82 DEGREES 42 MINUTES 27 SECONDS WEST 146.77 FEET,
SOUTH 88 DEGREES 49 MINUTES 12 SECONDS WEST 77.14 FEET TO A
CONCRETE MONUMENT, THENCE LEAVING SAID RIVER RUN NORTH
78 DEGREES 32 MINUTES 20 SECONDS WEST 186.41 FEET, THENCE
SOUTH 89 DEGREES 56 MINUTES 12 SECONDS WEST 347.19 FEET,
THENCE NORTH 89 DEGREES 54 MINUTES 52 SECONDS WEST 257.37
FEET, THENCE NORTH 00 DEGREES 03 MINUTES 32 SECONDS WEST
756.48 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF STATE
ROAD C-257, THENCE NORTH 26 DEGREES 29 MINUTES 28 SECONDS
EAST ALONG SAID RIGHT-OF-WAY 770.60 FEET TO THE POINT OF
BEGINNING.

THE ABOVE DESCRIBED PROPERTY BEING SUBJECT TO A 20-FOOT ACCESS EASEMENT ALONG THE WEST AND SOUTH SIDES.

ORDER PAGE

0493 0300

JEFFERSON CO., FL

Rowell, Keith

From: Tommy Reeves <tomreeves@earthlink.net>
Sent: Thursday, July 07, 2016 12:22 AM
To: Rowell, Keith
Cc: Valenstein, Noah; Mckinstry, William; Ames, Leslie
Subject: FW: City First Mortgage sale to Wise-- CE issue.
Attachments: 7 6 16 Redline to Reeves City First Consent and Approval for Sale (REEVES REVISIONS)1.docx; 7 6 16 conformed Consent and Approval for Sale .doc

FYI

Tom

George T. (Tom) Reeves
Davis, Schnitker, Reeves & Browning, P.A.
Post Office Drawer 652
Madison, Florida 32341
(850) 973-4186
Fax (850) 973-8564
Email: tomreeves@earthlink.net

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From: Marion D. Lamb [mailto:m@lamb-law.com]
Sent: Wednesday, July 06, 2016 2:26 PM
To: 'Tommy Reeves'
Cc: m@lamb-law.com; 'Jon Kohler'; 'Moshe Rubinstein'
Subject: RE: City First Mortgage sale to Wise-- CE issue.

Tommy,
Status update:

As we discussed, I do not believe that "future development issues" need to be addressed in the Agreement at this time, but rather "if and when" the same is proposed. Since no other development is planned, and may never be, it would appear in my view to be wholly speculative and not necessary to address at this time. However, I have reviewed and discussed this matter with Seller's attorney and am pleased to advise that the Owner is willing to modify the Agreement to include a provision requiring the Owner to obtain prior written consent of the District before exercising its reserved rights of future development/reconstruction under Section 2 C. of the CE. This would afford opportunity for the District to address/and resolve any concerns that it may then have regarding the location/entitlement of future development (ie--at the time the same is proposed), and the Agreement now provides that the District's prior written consent will be required before any such development occurs. Attached please find a proposed form of Agreement (your form delivered below) which I have red-lined to require its prior written consent. I am hopeful that with this additional language the Committee will be able to recommend approval to the Board in the final form attached, without reservation.

Also, this will confirm that Jon Kohler will attend the meeting as owner's representative at the Land Committee meeting in Live Oak next week, and I have therefore copied him for his information.

I will be out of the office Thursday and Friday of this week, but will be back in the office on Monday if you have any questions/further comment/we need to discuss.

Thanks

PS—I also attached a “clean/conformed” final proposed form of Agreement in word should you desire to make any further revisions.

Thanks.

Marion D. Lamb, III
Lamb & Lamb
217 Pinewood Drive
Tallahassee, Florida 32303
Phone: (850) 385-0501
Facsimile: (850) 385-0376
E-mail: m@lamb-law.com

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From: Tommy Reeves [<mailto:tomreeves@earthlink.net>]
Sent: Thursday, June 30, 2016 7:03 PM
To: 'Marion D. lamb'
Subject: RE: City First Mortgage sale to Wise-- CE issue.

Marion:

I wanted to follow up on our telephone conversation a few days ago. We had our staff meeting about the Walker Springs Conservation Easement. It looks like the issue will be discussed at the Lands Committee Meeting on July 9, 2016 (after the governing board meeting) and then taken to the governing board on the board’s August 9 2016 meeting.

Attached is a copy of the Consent and Approval you prepared to which I have made some revisions. Please review and advise. As we have discussed, I do not necessarily agree with the substance of what is set out in the Consent and Approval but rather have revised the Consent and Approval to reflect what I believe to be legally sufficient should the governing board wish to approve the substance thereof.

Like the one you sent, the Consent and Approval only addresses the Right of First Refusal and whether the foreclosure of the City First mortgage violates the prohibition against the division of the Conservation Property. One other issue though concerns Section 2 C on page 7. This provision reads as follows:

C. Construction of Dwellings and Outbuildings. In addition to the existing dwelling, and storage barn (“Existing Buildings”) presently located in the Special use Areas, Grantor may construct a new dwelling or lodge with an outbuilding, the total of which new buildings may not exceed 3,500 square feet. The total square footage of the new dwelling and outbuilding with the Existing Buildings will not exceed 5,000 square feet. The location of the Special Use Areas shall be as determined by survey prior to closing and shall consist of a total of ½ acre near the Aucilla River and the second dwelling site near the lake, which site will not exceed one acre in size. The dwellings only may be heated and air conditioned, and the dwellings may be served by private well, electric power and either septic tank or other on-site sewage disposal system, which must meet Federal, Florida and other local government requirements. If in the event that the buildings are damaged or destroyed beyond repair Grantor shall have the right to rebuild said structures at another location within the Special Use Area in which the buildings were located. Grantor may cut and remove trees in the special Use Areas.

This provision recites that there are existing buildings in the Special Use Areas and then authorizes the construction of one new dwelling or lodge which does not exceed 3,500 square feet. I agree that Exhibit “B” to the Conservation Easement shows the Special Use Areas are all on the City First Property, but the question is whether the above provision requires the new dwelling or lodge to be placed in the Special Use Areas. The first sentence does not expressly read that way.

This issue will likely be discussed at the above meetings.

Thanks,
Tom

George T. (Tom) Reeves
Davis, Schnitker, Reeves & Browning, P.A.
Post Office Drawer 652
Madison, Florida 32341
(850) 973-4186
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From: Marion D. Lamb [<mailto:m@lamb-law.com>]
Sent: Wednesday, June 08, 2016 2:25 PM
To: 'Tommy Reeves'
Cc: m@lamb-law.com; 'Moshe Rubinstein'
Subject: FW: City First Mortgage sale to Wise-- CE issue.

Tommy,

I am writing as a follow up to our discussions yesterday.

As you are aware, City First Mortgage Corp, the owner by foreclosure of a 84.64 acre portion of the CE held by your client, the Suwannee River Water Management District, desires to sell its property in compliance with, and subject to, the provisions of the CE. Additionally, our Contract for Sale requires certain acknowledgments and approvals to the sale by the District. City First has requested my assistance in securing the Consent and Approval of sale from the District and has requested me to prepare an

appropriate document for recordation providing public record notice that the sale/transfer of its property to the Wises is in compliance with the terms of the CE . Following our telephone discussions I have done some more investigation and I have now reviewed the CE and would offer the following thoughts for your consideration:

Paragraph 2A of the CE does not permit the Conservation Property to be subdivide (or otherwise developed/improved) except in accordance with terms, however 2A(5) anticipates/authorizes a mortgage, and in the event of foreclosure the subsequent owner, including the Lender/its assigns, are to be bound by the CE. In this instance the Lender gave a consent and subordination to the CE, all parties were aware of the pledge/mortgage (and the possibility of Foreclosure), and therefore the foreclosure of the mortgage and the Lender's acquisition of title to the property and its ownership through judicial process in accordance with the mortgage is not precluded by terms and does not constitute or result in a violation of the CE.

As the current owner, City First desires to sell its property (which the owner is permitted to do pursuant to terms), subject to, and in compliance with, the terms of the CE. The CE requires prior notice of any sale to the District (section 6); the District's prior approval of the sale (section 2A(5)); and the District also has a First Right of Refusal (Section22). These are all conditions precedent and we want to be sure they have all been met. It is City First's understanding that the District does not desire to exercise its Right of First Refusal and has no objection to the contemplated sale, transfer, and conveyance of the property, as long as the terms of the CE remain in full force and effect, and are binding upon the successor owner. From a title perspective, (and as a specific contract requirement) we will need a Consent and Approval from the District confirming that the CE and Land Management Plan are in full force and effect with no known/existing violations for recordation in the Public Records.

In our earlier discussions you indicated that it may be necessary to address the "entitlements" set forth under CE (Section 2C) relating to re-construction/construction of additional dwelling/outbuildings. It would seem to me that this issue would not need to be addressed at this time, but rather should be addressed at the time that an application is made by the owner to exercise this reserved right. Furthermore, and based upon my subsequent investigations, it would appear that all of the existing improvements (for which there exists a right of repair and reconstruction) are physically located on our property, and both the river and the Lake SUA's referenced in the CE (Section 2C) for which a right of future construction exists are also wholly located on our property (See Exhibit B of the CE). Accordingly, it would appear that no "allocation" between parcels is, or ever would be, required, but again, that issue can be addressed, as may be appropriate, if and when future construction/development pursuant to the CE is proposed.

For your ready reference and consideration I have attached a copy of our Contract for Sale (previously provided to the District), an aerial map which reflects our property (Walker Springs Aerial), the CE (the CE Exhibit B reflects the SUAs, the River, and the Lake areas authorized for future construction/use—all on our property), the Land Management Plan, and my draft form of the Approval and Consent authorizing the contemplated sale, transfer, and conveyance to the Buyers subject to the terms of the CE. As prepared, it is anticipated that the Consent and Approval would be executed by the District and City First for recordation at closing, but not until the closing.

Please review and advise of your thoughts, and any comments or suggestions, as I would be happy to provide any additional information or make any revisions that you may desire prior to your submission to the Board for its consideration.

As you are aware, City First is anxious to obtain the approval and consent from the District so that it may move forward with the transaction, and therefore I thank you in advance for your consideration/comments prior to your submission to the Board.

Thanks.

Marion D. Lamb, III
Lamb & Lamb
217 Pinewood Drive
Tallahassee, Florida 32303
Phone: (850) 385-0501
Facsimile: (850) 385-0376
E-mail: m@lamb-law.com

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Prepared by:
Marion D. Lamb, III
217 Pinewood Drive
Tallahassee, FL 32303

CONSENT AND APPROVAL

THIS CONSENT AND APPROVAL (“CONSENT AND APPROVAL”) is made and entered into this _____ day of _____, 2016, by and between **CITY FIRST MORTGAGE CORP.**, a Florida corporation (“CITY FIRST”), and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District (“DISTRICT”).

WHEREAS, on or about December 29, 2011, the DISTRICT purchased from the Layman Law Firm, PL, a Florida limited liability company that certain Conservation Easement (the “CONSERVATION EASEMENT”) recorded in the public records of Jefferson County, Florida on December 30, 2011, at O.R. Book 670, Page 281; and,

WHEREAS, the CONSERVATION EASEMENT encumbered a certain parcel of real property (the “CONSERVATION PROPERTY”) which is described in the CONSERVATION EASEMENT; and,

WHEREAS, at the time the CONSERVATION EASEMENT was recorded, a portion of the CONSERVATION PROPERTY (such portion being more particularly described in Exhibit “A” attached hereto and referred to hereafter as the “CITY FIRST PROPERTY”) was encumbered by a certain mortgage (the “CITY FIRST MORTGAGE”) the recording information for which is which is set out in the SUBORDINATION (as defined below); and,

WHEREAS, as part of the closing of the DISTRICT’s purchase of the

CONSERVATION EASEMENT, CITY FIRST subordinated the CITY FIRST MORTGAGE to the CONSERVATION EASEMENT by that certain CONSENT AND SUBORDINATION AGREEMENT (the “SUBORDINATION”) which was recorded in the public records of Jefferson County, Florida on December 30, 2011 at O.R. Book 670, Page 270; and,

WHEREAS, after the closing of the DISTRICT’s purchase of the CONSERVATION EASEMENT, the CITY FIRST MORTGAGE was foreclosed, the CITY FIRST PROPERTY was sold by the clerk at public sale and CITY FIRST purchased and now owns the CITY FIRST PROPERTY as shown in that certain certificate of title (the “CERTIFICATE OF TITLE”) recorded in the public records of Jefferson County, Florida on December 16, 2014, at O.R. Book 709, Page 340; and,

WHEREAS, as the CITY FIRST MORTGAGE was subordinated to the CONSERVATION EASEMENT, the interest CITY FIRST acquired in the CITY FIRST PROPERTY by virtue of the CERTIFICATE OF TITLE is subject to the DISTRICT’s rights as provided in the CONSERVATION EASEMENT; and,

WHEREAS, CITY FIRST now desires to sell and convey the CITY FIRST PROPERTY pursuant to a written Contract for Sale executed by CITY FIRST (as Seller) on May 20, 2016 and Charles R. Wise and George Ken Wise (as buyer) in May 19, 2016 and has requested the DISTRICT to waive its right of first refusal as provided in the CONSERVATION EASEMENT with respect to such sale, and,

WHEREAS, an issue has been raised as to whether the division of the CONSERVATION PROPERTY into separate parcels by the foreclosure of the CITY FIRST MORTGAGE and recording of the CERTIFICATE OF TITLE violates the terms of the CONSERVATION EASEMENT; and,

WHEREAS, the parties have reached an agreement on all such issues and have executed this CONSENT AND APPROVAL to evidence the same.

NOW THEREFORE THIS INDENTURE WITNESSETH, that in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above-referenced recitations are true and correct and are by reference incorporated herein and made a part hereof as if fully set forth.

RIGHT OF FIRST REFUSAL

2. The CONSERVATION EASEMENT contains a certain First Right of Refusal at paragraph 22 (the “RIGHT OF FIRST REFUSAL”) which is applicable to the CITY FIRST PROPERTY.

3. The DISTRICT hereby waives its rights under the RIGHT OF FIRST REFUSAL and otherwise consents to a conveyance of the CITY FIRST PROPERTY to Charles R. Wise and George Ken Wise, or another person or entity, for a total sum of not less than \$352,000.00, which is recorded in the public records of Jefferson County, Florida within 365 days after this CONSENT AND APPROVAL is executed by the DISTRICT as shown on the face hereof.

4. The DISTRICT does not waive its rights under the RIGHT OF FIRST REFUSAL pertaining to any other or subsequent conveyances. After such approved conveyance, the CITY FIRST PROPERTY shall continue to be subject to all of the terms of the CONSERVATION EASEMENT including the RIGHT OF FIRST REFUSAL.

DIVISION OF THE CONSERVATION PROPERTY

5. The CONSERVATION EASEMENT contains a certain prohibition against the division of the CONSERVATION PROPERTY at paragraph 1(A) and paragraph 2(A) (“The

Grantor shall have the right to sell or mortgage the Conservation Property, provided that the Conservation Property shall never be divided.”) (collectively the “DIVISION RESTRICTIONS”) which are applicable to the CITY FIRST PROPERTY.

6. It is true that the foreclosure of the CITY FIRST MORTGAGE divided the CONSERVATION PROPERTY by transferring ownership of a portion of the CONSERVATION PROPERTY (such portion being the CITY FIRST PROPERTY) but not the remainder. However, the parties agree that the DIVISION RESTRICTIONS were not intended to apply to mortgages recorded on a portion of the CONSERVATION PROPERTY prior to the recording of the CONSERVATION EASEMENT and that since the CITY FIRST MORTGAGE was recorded prior to the recording of the CONSERVATION EASEMENT, the parties agree that the DIVISION RESTRICTIONS were not violated by (a) the foreclosure of the CITY FIRST MORTGAGE, (b) CITY FIRST’s receiving title to the CITY FIRST PROPERTY through the foreclosure process or (c) the recording of the CERTIFICATE OF TITLE.

7. However, the parties agree that the DIVISION RESTRICTIONS apply to the CITY FIRST PROPERTY and that it would not be allowable under the DIVISION RESTRICTIONS to further divide the CITY FIRST PROPERTY by the foreclosure of mortgages which are recorded after the recording of the CONSERVATION EASEMENT.

CONSTRUCTION OF DWELLING AND OUTBUILDINGS

8. CITY FIRST further covenants and agrees for itself and its successors and assigns that it will submit to the DISTRICT for its prior written approval any plans for the future development/use of the CITY FIRST PROPERTY as reserved in Section 2 C. of the CONSERVATION EASEMENT.

9. This CONSENT AND APPROVAL is made and given to be recorded and thereby

establish, of record, the factual matters set forth herein.

10. Except as may be expressly set out herein, all terms and conditions of the CONSERVATION EASEMENT are hereby ratified and confirmed, encumber the CITY FIRST PROPERTY and are binding on CITY FIRST, and its successors and assigns.

(The remainder of this page was intentionally left blank.)

WITNESS our hands and seals as of the day and year set forth above.

Signed, Sealed and Delivered
in the presence of:

**CITY FIRST MORTGAGE CORP.,
a Florida nonprofit corporation**

Print Name: _____

By _____
Its _____

Print Name: _____

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**, a Florida
Statutes Chapter 373 Water Management
District

Print Name: _____

By: _____
Don Quincey
Its Chair

Print Name: _____

Attest: _____
Virginia H. Johns
Its Secretary/Treasurer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2016,
by _____, as _____ of CITY FIRST MORTGAGE CORP., a
Florida corporation, who is [] personally known to me or who [] produced
_____ as identification.

Print Name: _____
Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2016
by _____, as _____ of SUWANNEE RIVER WATER
MANAGEMENT DISTRICT, a Florida Statutes Chapter 373 Water Management District, who
is [] personally known to me or who [] produced _____ as
identification.

Print Name: _____
Notary Public

Inst:201433003155 Date:12/16/2014 Time:10:43 AM
Doc Stamp-Deed:2.10
DC,Kirk Reams,Jefferson County Page 1 of 3 B:709 P:340

CITY FIRST MORTGAGE CORP.,
a Florida corporation,

Plaintiffs,

vs.

LAYMAN LAW FIRM, P.L., et. al.,

Defendants/

IN THE CIRCUIT COURT OF THE 2nd
JUDICIAL CIRCUIT IN AND FOR
JEFFERSON COUNTY, FLORIDA

CASE NO. 2013CA00118
CIVIL DIVISION

CERTIFICATE OF TITLE

The undersigned, Kirk Reams, Clerk of the Circuit Court, certifies that she executed and filed a Certificate of Sale in this action on 9/11/14 for the property described herein, and that the Court has heard and denied all objections to the sale.

The following property in Jefferson County, Florida:

See Attached Property Description

was sold to:
CITY FIRST MORTGAGE CORP.
6100 HOLLYWOOD BLVD., SUITE 305
HOLLYWOOD, FL 33024

WITNESS my hand and seal of this Court on this 16th day of December 2014.

KIRK REAMS
Clerk of the Circuit Court

BY: Sherry Seaw



A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 2 SOUTH, RANGE 5 EAST, JEFFERSON COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND RUN NORTH 89 DEGREES 08 MINUTES 19 SECONDS EAST 344.48 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING CONTINUE THENCE NORTH 89 DEGREES 08 MINUTES 19 SECONDS EAST 2291.97 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 19 SECONDS EAST 1098.31 FEET TO THE RIGHT BANK OF THE AUCILLA RIVER, THENCE WESTERLY ALONG SAID RIVER BANK AS FOLLOWS: SOUTH 71 DEGREES 25 MINUTES 41 SECONDS WEST 108.97 FEET, SOUTH 13 DEGREES 19 MINUTES 09 SECONDS WEST 101.19 FEET, SOUTH 20 DEGREES 38 MINUTES 26 SECONDS EAST 110.0 FEET, SOUTH 52 DEGREES 44 MINUTES 23 SECONDS WEST 271.39 FEET, SOUTH 45 DEGREES 15 MINUTES 02 SECONDS WEST 159.08 FEET, SOUTH 52 DEGREES 18 MINUTES 56 SECONDS WEST 99.17 FEET, SOUTH 72 DEGREES 44 MINUTES 01 SECONDS WEST 104.81 FEET, NORTH 48 DEGREES 12 MINUTES 49 SECONDS WEST 70.40 FEET, NORTH 25 DEGREES 32 MINUTES 14 SECONDS WEST 221.30 FEET, NORTH 58 DEGREES 23 MINUTES 10 SECONDS WEST 373.05 FEET, SOUTH 48 DEGREES 58 MINUTES 04 SECONDS WEST 323.98 FEET, SOUTH 84 DEGREES 59 MINUTES 07 SECONDS WEST 227.77 FEET, SOUTH 87 DEGREES 53 MINUTES 55 SECONDS WEST 92.68 FEET, SOUTH 82 DEGREES 42 MINUTES 27 SECONDS WEST 146.77 FEET, SOUTH 88 DEGREES 49 MINUTES 12 SECONDS WEST 77.14 FEET TO A CONCRETE MONUMENT, THENCE LEAVING SAID RIVER RUN NORTH 78 DEGREES 32 MINUTES 20 SECONDS WEST 186.41 FEET, THENCE SOUTH 89 DEGREES 56 MINUTES 12 SECONDS WEST 347.19 FEET, THENCE NORTH 89 DEGREES 54 MINUTES 52 SECONDS WEST 257.37 FEET, THENCE NORTH 00 DEGREES 03 MINUTES 32 SECONDS WEST 756.48 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF STATE ROAD C-167, THENCE NORTH 26 DEGREES 29 MINUTES 28 SECONDS EAST ALONG SAID RIGHT OF WAY 778.60 FEET TO THE POINT OF BEGINNING. CONTAINING 84.64 ACRES AND BEING SUBJECT TO A 20-FOOT ACCESS EASEMENT ALONG THE WEST AND SOUTH SIDES.

containing 84.63 acres as reflected by the survey previously obtained by Selier (the "existing survey"),

Parcel Identification Numbers 29-2S-5E-0000-0026-0000

Inst:0000120761 Date:11/18/2005 Time:09:26
Intang. Tax : 560.00
Doc Stamp-Tax : 1155.00
DC, CARL BORTHRIGHT, JEFFERSON County B1575 P1564

File Number: J6904

DoubleTime

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 29, TOWNSHIP 2 SOUTH, RANGE 5 EAST, IN JEFFERSON COUNTY, FLORIDA, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST ONE-HALF OF THE NORTHWEST QUARTER (E ½ OF NW ¼) LYING SOUTH AND EAST OF THE RIGHT OF WAY OF STATE ROAD 257, LESS ALL LANDS LYING AND BEING IN THE S.A.L. RAILROAD RIGHT OF WAY.

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST, IN JEFFERSON COUNTY, FLORIDA, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHWEST QUARTER (SW ¼) LYING SOUTH AND EAST OF THE RIGHT OF WAY OF STATE ROAD 257.

3/P \$250,710.00

Inst:201133010215 Date:12/30/2011 Time:1:12 PM
Doc Stamp-Deed:1755 60
~~SS~~ DC.Kirk Reams Jefferson County Page 1 of 17 B.670 P.281

Prepared by/Return to:
William J. Haley, Esquire
Brannon, Brown,
Haley & Bullock, P. A.
Post Office Box 1029
Lake City, FL 32056-1029

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made and entered into this 29th day of December, 2011, by and between **LAYMAN LAW FIRM, P.L.**, a Florida limited liability company, whose State of Florida Division of Corporations Document Registration Number is L03000026123, having a mailing address of 1928 S. Patrick Drive, Indian Harbour Beach, Florida 32937 (hereafter referred to as Grantor) and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, FL 32060 (hereinafter referred to as Grantee).

DEFINITIONS ONLY:

- A. **Conservation Easement** shall mean this document and the easement granted hereunder.
- B. **Conservation Property** shall mean the entire property included in this Conservation Easement, which is described in Exhibit "A".
- C. **Special Use Area** shall mean the designated area within the Conservation Property, which the Grantor retains specific rights. The Special Use Areas are set forth in Exhibit "B".
- D. **Operations Area** shall mean those areas within the Conservation Property to be used only for forestry operations, grazing and food plots. The Operating Areas are set forth in Exhibit "B".
- E. **Protected Areas** shall mean those areas that will be preserved in its present state and may include wetlands. The Protected Areas are set forth in Exhibit "B".
- F. **BMP** shall mean Best Management Practices.
- G. **Owner** shall mean any owner of the Conservation Property, including the Grantor.

WITNESSETH:

WHEREAS, Grantor is the owner of the Conservation Property located in **Jefferson** County, Florida; **WHEREAS**, the parties recognize the natural scenic and special characteristics of the Conservation Property and with both parties having a common purpose of conserving the natural values and character of the Conservation Property, Grantor agrees to convey to Grantee a perpetual Conservation Easement on, over and across the Conservation Property, which Conservation Easement conserves the value, character, and ecological integrity of the Conservation Property, and prohibits future development activity on the Conservation Property for this generation and for future generations, pursuant to Section 704.06 Florida Statutes (2009) as amended, except as modified herein; and,

WHEREAS, Grantor desires to assist Grantee in the protection of the natural character and ecological integrity of the Conservation Property; and,

WHEREAS, certain lands within the Conservation Property are designated as a Special Use Area, which Special Use Area will still be controlled by this Conservation Easement.

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged by the Grantor, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever a Conservation Easement in perpetuity over the Conservation Property pursuant to said Statute except as modified herein and further agree as follows:

1. **PROHIBITED/RESTRICTED USES.** Grantor shall have the exclusive use of the Conservation Property, except as herein limited, and agree that as to the Conservation Property, Grantor shall not:
 - A. **Subdivide.** Divide, subdivide or defacto divide the Conservation Property, including, but not limited to sale, lease, deed, contract, agreement, easements, mortgage nor transfer, except as may be specifically authorized hereunder.
 - B. **Construction.** Construct or place buildings, signs, billboards or other advertising, utilities or other structures on or under the Conservation Property except for road signs and regulating signs that prohibit hunting or trespassing, except as otherwise permitted hereunder.
 - C. **Road, Ditches, and Improvements.** Construct roads, bridges, drainage structures or other structures on the Conservation Property. Anything herein to the contrary notwithstanding, Grantor

retains the right to replace, repair and maintain roads, bridges, culverts, fences, road signs and drainage structures or other structures that exist on the Conservation Property as of the date hereof so long as the character of the improvements is not substantially changed. Grantor may construct temporary roads for access for permitted uses.

- D. **Contamination.** Dump or place any soil, trash, solid or liquid waste (including sludge), or unsightly, offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other Federal, Florida, or local governmental law, ordinance, regulation or restriction defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Conservation Property.
- E. **Exotic Plants.** Plant or grow plants as listed by the Florida Exotic Pest Plant Council (Florida EPPC) as category I (invading and disrupting native plant communities of Florida) or category II (shown to have a potential to disrupt native plant communities) invasive species in the last list published by the Florida EPPC prior to such planting. If the Florida EPPC ceases to function or publish and maintain such a list, the parties shall agree on a similar list by which this prohibition shall be measured. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event either party desires to spend any funds to accomplish such management and control, the other shall only be liable when that party consents to the expenditure prior to the expenditure. Either party shall have the right to eradicate and control such nuisances without the consent of the other party after notice.
- F. **Endangered Species.** Commit an intentional act which will adversely impact known endemic threatened or endangered species on a list promulgated by any Federal, Florida or local governmental agency. Parties shall mutually adopt a plan as to what species are threatened or endangered in the event a list is not promulgated by governmental agencies and if the parties are unable to agree on the list, then the matter shall be submitted to arbitration in accordance with this Conservation Easement.
- G. **Archaeological Site.** Intentionally destroy or damage any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantor by any

Federal, Florida or local governmental agency, unless authorized or approved by the appropriate governmental officials having jurisdiction.

- H. **Minerals Removal.** Explore for, or extract for commercial or any other purposes, oil, gas or other minerals, nor shall Grantor mine, excavate, dredge, or remove sand, loam, peat, gravel, rock, soil, shell, clay or other material ("Materials") except that the mining and removal of sand and lime rock, and inventory stock piles of materials presently located on the Conservation Property, not located in the Protected Areas, to maintain roads on the Conservation Property or contiguously owned properties, shall be permitted. There shall be no directional drilling from off the Conservation Property, for the exploration or extraction of minerals under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such material.
- I. **Retention Areas.** Permit acts or uses detrimental to natural and manmade land or water retention areas as exist on Conservation Property.
- J. **Drainage.** Permit activities detrimental to water or soil conservation, or activities which would be more detrimental than the U.S. Department of Agriculture Natural Resources Conservation Service would allow as permitted activities, for drainage, natural water retention, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation or which alter existing drainage patterns, flood plains or wetlands, or which results in erosion, removal of trees, except as herein permitted, or other forms of water pollution. Grantor shall neither increase, reduce, nor impede the natural movement of water across any site through any management practices including but not limited to bedding, ditching, dams, or road construction.
- K. **Pesticides/Herbicides/Fertilizers.** Pesticides, herbicides, or fertilizers must be applied according to BMP, if applicable or in their absence, in accordance with current label instructions and in a manner that will protect surface water, ground water, and the Protected Areas.
- L. **Fish, Wildlife or Other Habitats.** Permit activities or use of the Conservation Property, or Special Use Area which damages fish, wildlife or other habitats.
- M. **Forestry Operations.** Grantor shall have the right to conduct forestry operations (Silviculture) only in the Operations Area as

shown on Exhibit B in accordance with Best Management Practices (BMP's) on the Operations Areas provided there is no introduction of "off site" species.

- N. **Permits.** No required permitted activity shall be conducted without prior consent of the Grantee and all required permits from the Federal, Florida, and local governmental agencies as usually required. Nothing in this Conservation Easement shall exempt the Grantor from following accepted permitting practices for environmental activities. Grantor shall comply with all Federal, Florida and local governmental agencies, regulations, and restrictions, including but not limited to environmental resource permits, and drainage permits.
 - O. **Protected Areas.** There shall be no cutting or removal of forest products or alteration of the wetlands in the Protected Areas. The Protected Areas shall be kept in its natural state.
 - P. **Spring Water Use.** Grantor may use the water from the Springs located in the Protected Areas for private use of the Grantee and may not be used for commercial purposes. The Spring may also be used for private recreation purposes.
2. **RIGHTS RESERVED TO GRANTOR.** Grantor reserves in perpetuity, for its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below): Except as to land management matters, rights not specifically reserved herein are not permitted.
- A. **Sale or Transfer of Interest.** Grantor shall have the right to sell or mortgage the Conservation Property, provided that the Conservation Property may never be divided. Grantee shall have the right to lease ("Lease") to third parties the right to hunt on the Conservation Property for lease terms not to exceed ten (10) years. Any such interest conveyed or leased to third parties shall be subordinate, and, in addition to the other terms hereof, subject to the following terms:
 - (1) **TRANSFERS.** Transfers or re-transfers of the Conservation Property are not limited in number, but may never be made to more than one individual, corporation, charitable organization, or other legal entity.
 - (2) **ADDRESSES.** Grantor and all subsequent owners or Lessees of the Conservation Property shall furnish Grantee their name, current street address and telephone number within thirty (30) days of the transfer or Lease.

- (3) **COURT ORDERS.** In the event, by operation of law or by court order, the Conservation Property is transferred or Leased to more than one individual, corporation, charitable organization, or other legal entity, the holders of these interests or Leases must select one person to receive all notices from Grantee concerning the Conservation Property and that individual must be the party authorized to act on behalf of the other owners or Lessees and to accept service of process in any legal action or administrative proceeding filed by the Grantee. Should the then owners or Lessees fail or refuse to name the one individual to comply with the terms hereof, then the Grantee may, by petitioning the Circuit Court in Columbia County, Florida, request the Court to appoint an individual to be the one person who, on behalf of the other owners or Lessees, accepts notice, acts for the other persons and accepts service of process.
- (4) **SUBSEQUENT OWNERS.** The terms hereof shall be binding on all subsequent owners or Lessees of the Conservation Property and by accepting any Lease, transfer or conveyance from the Grantor, any subsequent Lessee, owner or transferee must agree to abide by the terms of this Conservation Easement, and without limitation, the terms of this paragraph.
- (5) **CONSENT, TRANSFERS AND MORTGAGES.** Other than the transfer or Lease of the Conservation Property set forth in this Paragraph 2.A, Grantor's rights herein may not be transferred, assigned, leased, encumbered or in any way alienated without the prior written consent of Grantee. Grantor may mortgage its interest in the Conservation Property so long as the mortgage is to a regularly established lending institution and in the event that the land is foreclosed, the subsequent owner, including the lending institution and its assignees, if any, shall be bound by the terms of this Conservation Easement.

B. Hunting. To observe, maintain, photograph, hunt (with or without dogs), remove, and harvest wildlife of the Conservation Property so long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and so long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions. The rights under this Paragraph, reserved by the Grantor, shall include the right to build and maintain Deer Stands/Blinds. The right to hunt on the Conservation Property shall only be for Grantor or Owner, and their family members or Hunting Lease/Club Guests will be permitted to hunt on the Conservation Property provided

they are accompanied by the Owner or a member of Hunting Club

- C. Construction of Dwelling and Outbuildings.** In addition to the existing dwelling, and storage barn ("Existing Buildings") presently located in the Special use Areas, Grantor may construct a new dwelling or lodge with an outbuilding, the total of which new buildings may not exceed 3,500 square feet. The total square footage of the new dwelling and outbuilding with the Existing Buildings will not exceed 5,000 square feet. The location of the Special Use Areas shall be as determined by survey prior to closing and shall consist of a total of ½ acre near the Aucilla River and the second dwelling site near the lake, which site will not exceed one acre in size. The dwellings only may be heated and air conditioned, and the dwellings may be served by private well, electric power and either septic tank or other on-site sewage disposal system, which must meet Federal, Florida, and other local government requirements. If in the event that the buildings are damaged or destroyed beyond repair Grantor shall have the right to rebuild said structures at another location within that Special Use Area in which the buildings were located. Grantor may cut and remove trees in the Special Use Areas.
- D. Access.** The right to control access to the Conservation Property and to exclude public use, trespassing and hunting with the right to post the Conservation Property. Grantor may control access onto and throughout the Conservation Property with fences and gates, but must furnish Grantee access to inspect the Conservation Property and to perform other activities granted to Grantee.
- E. Food Plots.** Grantor shall have the right to maintain food plots on a total of 15 acres with no food plot exceeding 2 acres in size within the Operations Area.
- F. Pond.** There is presently a man made lake or pond ("Pond") located as shown on Exhibit B. Grantor may use the Pond for private recreational purposes only and may not expand the size or shape of the Pond.
- 3. WATER USE PERMIT.** Grantor may not apply for nor use the Conservation Property for extraction of water where there is a requirement by any government agency for consumptive use permit or commercial purposes.
- 4. DEVELOPMENT OR TRANSFER.** This Conservation Easement transfers to Grantee all future residential, commercial, industrial, and incidental developmental rights of Grantor on the Conservation Property; provided that Grantee shall not conduct any activity on the Conservation Property prohibited to Grantor by the terms of this Conservation

Easement, except for those activities specifically authorized to Grantee.

5. **INSPECTION.** Grantee and its agents, employees and officers (along with accompanied invitees and guests) not less frequently than annually shall have the right to enter and inspect the Conservation Property in a reasonable manner and at reasonable times with proper notification to Grantor to insure and enforce compliance with covenants herein and in furtherance of the affirmative rights of Grantee. Anything herein to the contrary notwithstanding Grantee and its agents, employees and officers shall have the right, at anytime, to enter and inspect the Conservation Property in the event of a suspected violation by the Grantor of the terms and conditions of this Conservation Easement.
6. **ASSIGNMENT.** Except as specifically authorized in this Conservation Easement, Grantor's rights in the Conservation Property reserved hereunder may not be transferred, or assigned, encumbered, nor, in any way, may Grantor alienate the Conservation Property without Grantee's prior written consent after proper notification to Grantor to insure and enforce compliance with the covenants herein and in furtherance of the affirmative rights of Grantee.
7. **CONTROLLED BURNING.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct controlled burning in the Forest Operations Area, as set forth in the Management Plan, so long as the Grantor uses a properly certified burner and comply with all Federal, Florida and local government agencies, statutes, laws, ordinances, rules, regulations, and restrictions.
8. **LAND USE.** The present land use of the Conservation Property is designated Agriculture by the local County Zoning and Land Use Plan ("Land Use"). Grantor agrees that during the term of this Conservation Easement, that Grantor and its assignees shall not change the Land Use without Grantee's prior written approval except as otherwise provided herein.
9. **GRANTOR WARRANTY.** Grantor hereby warrants to Grantee that Grantor is fully vested with marketable fee simple title to the Conservation Property and will warrant and defend Grantee's interest in the same created by this Conservation Easement against the lawful claims of all persons.
10. **MODIFICATION.** This Conservation Easement may be modified by a mutual written and signed modification agreement by and between the Grantor and the Grantee, and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06 Florida Statutes (2009) as modified or amended. No such modification shall be effective unless and until recorded in the public

records of the county in which the Conservation Property is located.

- 11. VIOLATION AND ENFORCEMENT.** In the event of violation of the terms and conditions hereof, the Grantor or the Grantee shall give written notice to the other party to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the non-violation party by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Suwannee County, Florida, unless agreed otherwise by the parties. The Grantee may bring an action at law for damage if the violation is such that it cannot be cured. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including costs and fees on appeal.
- 12. NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Layman Law Firm, P.L.
Christopher A. Layman, Manager
1928 S. Patrick Drive
Indian Harbour Beach, FL 32937
Phone 321-773-2111
Fax 321-773-2288

To the Grantee: Suwannee River Water
Management District
Director of Department of Land
Acquisition and Management
9225 CR 49
Live Oak, Florida 32060
Telephone: (904) 362-1001
Facsimile: (904) 362-1056

With a copy to: Brannon, Brown, Haley & Bullock, P.A.
Post Office Box 1029
Lake City, Florida 32056-1029

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within three (3) days from the date of mailing, if delivered by registered or certified mail.

- 13. CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecologically and hydrologically significant character of the Conservation Property and have the common purpose and intent of the conservation and preservation of the Conservation Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Conservation Easement upon Grantor to carry out the intent and purpose of this Conservation Easement in regard to Grantor's ownership and occupancy of the Conservation Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.
- 14. MEDIATION.** From time to time the terms and conditions of this Conservation Easement will require Grantor and Grantee to reach agreement on certain plans and courses of action described and contemplated herein. Grantor and Grantee agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, Grantor and Grantee fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Conservation Easement, then in that event, Grantor and Grantee shall submit such issue to mediation. Mediation shall be held by a Florida Supreme Court Certified Circuit Civil Mediator, at a time and place mutually agreeable to Grantor and Grantee provided, however, in no event shall the mediation be scheduled later than thirty (30) days after notice provided by one party to the other requesting mediation on the issue in dispute. The mediation shall be held before a mediator mutually acceptable to the parties having expertise in the subject matter in dispute. This mediation provision is intended to apply only to good faith disputes regarding mutual decisions to be reached by Grantor and Grantee under the terms and conditions of this Conservation Easement. All parties to the Mediation must mediate in good faith. In no event shall this mediation provision supplant or impede election of the remedies set forth in Paragraph II hereof.
- 15. AD VALOREM AND OTHER TAXES.** Grantor shall be obligated to pay all ad valorem or other taxes or assessments which may now or hereinafter be assessed or charged against the Conservation Property.
- 16. WAIVERS.** No failure, or successive failures, on the part of the Grantee to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantee to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
- 17. LIMITED USE OF THE CONSERVATION PROPERTY.** The Conservation Easement granted hereby and the covenants herein are subject to the express understanding that the Conservation Property may

be used by the Grantor and its successors and assigns only in conjunction with the benefit to the Grantee and that the activities and uses on the part of the Grantor and Grantee with respect to the Conservation Property are only those specifically stated herein.

18. **TRANSFER OF RIGHTS BY GRANTEE.** Grantee shall be permitted to transfer its interest herein to any other governmental body or governmental agencies, whose purposes include conservation of land or water areas, or the preservation of sites or properties assign its rights under this Conservation Easement, however, any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Conservation Property.
19. **HAZARDOUS WASTES.** Should Grantor at any time during this Conservation Easement, deposit, place or release on the Conservation Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Conservation Property, due to the release or alleged release of a hazardous waste on or under the Conservation Property, or gaseous emissions from the Conservation Property and other conditions on this Conservation Easement Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Conservation Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.
20. **ATTORNEYS' FEES.** If either party employs an attorney to enforce any provision of this Conservation Easement, or incurs any other expense in connection with its enforcement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise.
21. **SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon Grantor's agents, representatives, successors and assigns and all other successors who have an interest in this Conservation Easement and this

Conservation Easement shall continue as a servitude running in perpetuity with the Conservation Property.

- 22. FIRST RIGHT OF REFUSAL** In the event Grantor/Optionor desires to sell or transfer the Conservation Property or property that is adjacent to the Conservation Property (the "Adjacent Property"), to a third party, not a Lineal Descendent, spouse of Grantor, or spouse of such Lineal Descendants, Grantor/Optionor does hereby give to Grantee/Optionee the option ("Option") to acquire the Conservation Property. The Notice of the Option ("Notice") or offer to sell shall be in writing from Grantor/Optionor to Grantee/Optionee and Grantee/Optionee shall have ninety (90) days thereafter from receipt of the written Notice to submit an offer of price and terms in writing to the Grantor/Optionor. Grantor/Optionor may either sell the property so offered to Grantee/Optionee at the price and for the terms specified, or place the property on the market for sale to a third party. Upon receiving a bonafide offer from a third party, the Grantor/Optionor shall notify the Grantee/Optionee, in writing, within five days of receipt of the bonafide offer, setting forth the terms and conditions of the bonafide offer. In the event that the bonafide offer does not exceed 120% of the price offered by Grantee/Optionee pursuant to the Notice, then Grantee/Optionee shall have the option to (A) purchase the property at the lesser of the price offered pursuant to the Notice or the bonafide offer, or (B) reject the offer. In the event the bonafide offer exceeds 120% over the Notice price offered by Grantee/Optionee and it is rejected by Grantee/Optionee, then Grantor/Optionor may sell the property to the bonafide third party.

For example, should the price offered by Grantee/Optionee be \$1,500.00 per acre and the Grantor/Optionor receives a bonafide offer by a third party for \$1,700.00, Grantee/Optionee would be granted the option to purchase the Conservation Property and the offered Adjacent Property for \$1,500.00 per acre since the price offered by Grantee/Optionee is less than \$1,800.00 ($\$1,500 \times 1.20 = \$1,800.00$). On the other hand, should the Grantor/Optionor have a bonafide offer from a third party for \$1,900.00 per acre or greater, then Grantor/Optionor may sell to the third party for \$1,900.00 per acre.

Should Grantor/Optionor accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee/Optionee decline the offer, then Grantor/Optionor shall have fifteen (15) months within which to transfer the Conservation Property to a third party under the agreed terms and conditions failing which Grantor/Optionor shall again be required to offer the Conservation Property prior to such subsequent transfer to a third party, as set forth above. This right of first refusal will be binding upon and inure to the benefit of Grantor's/Optionor's successors, heirs, personal representatives and assigns, and will be a covenant that runs with the Conservation Property.

In the event Grantee/Optionee acquires the Conservation Easement Property under this Paragraph, Grantee/Optionee may modify or terminate this Conservation Easement.

23. EMINENT DOMAIN. If all or any part of the Conservation Property is taken under the power of eminent domain by public authority, or otherwise acquired by such authority through a purchase in lieu of taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interest in the Conservation Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds or a separate award thereof, as applicable. The net proceeds from the Conservation Property acquired under such taking or threat thereof, shall be distributed among Grantor and Grantee in shares and in proportion to the fair market value of their interest in the Conservation Property on the date of execution of this Conservation Easement.

24. MISCELLANEOUS.

- A. This Conservation Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever.
- B. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes (2009), as amended from time to time, or any other law providing limitations on claims.
- C. Enforcement of the terms of this Conservation Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- D. Grantor hereby waives any defense of estoppel based on failure of Grantee to enforce the terms of this Conservation Easement, adverse possession or prescription.

- E. The granting of this Conservation Easement does not convey to the public the right to enter the Conservation Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this provision.
- F. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Conservation Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Conservation Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- G. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement.
- H. If circumstances arise in the future such as render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, or as otherwise specifically permitted herein. The parties believe that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.
- I. Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed in favor of the grant to affect the purpose of this Conservation Easement and the policy and purpose of Section 704.06, Florida Statutes (2009). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- J. Any provisions of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision or persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected hereby.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the date and year first hereinabove written.

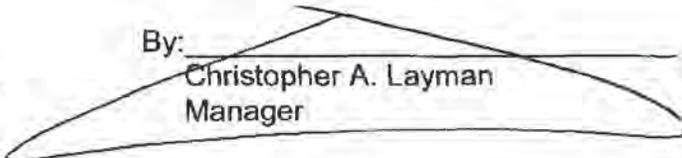
Signed, sealed and delivered in the presence of:

GRANTOR:


Print Name: William J. Haley

LAYMAN LAW FIRM, P.L.


Print Name: Christopher A. Layman

By: 
Christopher A. Layman
Manager

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 29th day of December, 2011, by Christopher A. Layman, as Manager of Layman Law Firm, P.L., a Florida limited liability company, on behalf of said company, who is personally known to me or X whom produced FL Drivers License, as identification.


Print Name: Debbie G. Moore
Notary Public, State of Florida
Commission No.: DD 865984
My Commission Expires: 3-16-2013

NOTARY PUBLIC-STATE OF FLORIDA
Debbie G. Moore
Commission #DD865984
Expires: MAR. 16, 2013
BOARDED THRU ATLANTIC BONDING CO., INC.

SCHEDULE "A"

PARCEL 1:

TRACT "A"

TOWNSHIP 2 SOUTH, RANGE 5 EAST

SECTION 29:

Commence at the Northwest corner of SW $\frac{1}{4}$ of said Section 29 and run N 89°08'19" E along the North line of SW $\frac{1}{4}$, 344.48 feet to the Point of Beginning, from said Point of Beginning continue on said North line of SW $\frac{1}{4}$ N 89°08'19" E, 2291.97 feet to the Northeast corner of SW $\frac{1}{4}$; thence S 00°00'19" E, 1098.31 feet along the East line of SW $\frac{1}{4}$ to the North bank of the Aucilla River; thence Westerly along said river bank as follows: S 71°25'41" W, 108.97 feet; S 13°19'09" W, 101.19 feet; S 20°38'26" E, 110.0 feet; S 52°44'23" W 272.39 feet; S 45°15'02" W, 159.08 feet; S 52°18'56" W, 99.17 feet; S 72°44'01" W, 104.81 feet; N 48°12'49" W, 70.40 feet; N 25°32'14" W, 221.30 feet; N 58°23'10" W, 373.05 feet; S 48°58'04" W, 323.98 feet; S 84°59'07" W, 227.77 feet; S 87°53'55" W, 92.68 feet; S 82°42'27" W, 146.77 feet; S 88°49'12" W, 77.14 feet to a concrete monument; thence leaving said river run N 78°32'20" W, 186.41 feet; thence S 89°56'12" W, 347.19 feet; thence N 89°54'52" W, 257.37 feet to the West line of SW $\frac{1}{4}$; thence N 00°03'32" W, 756.48 feet along the West line of SW $\frac{1}{4}$ to the Southeasterly right of way of State Road C-257; thence N 26°29'28" E along said right of way, 770.60 feet to the Point of Beginning.

SUBJECT TO a 20.00 foot Access Easement along the West and South sides.

PARCEL 2:

TOWNSHIP 2 SOUTH, RANGE 5 EAST

SECTION 29:

E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 29 lying South and East of the right of way of State Road No. 257-A; LESS all lands lying and being in the S.A.L. Railroad right of way.

TOGETHER WITH:

SECTION 20:

SW $\frac{1}{4}$ of Section 20 lying South and East of the right of way of State Road No. 257-A.

Layman Law Firm - Walker Spring CE

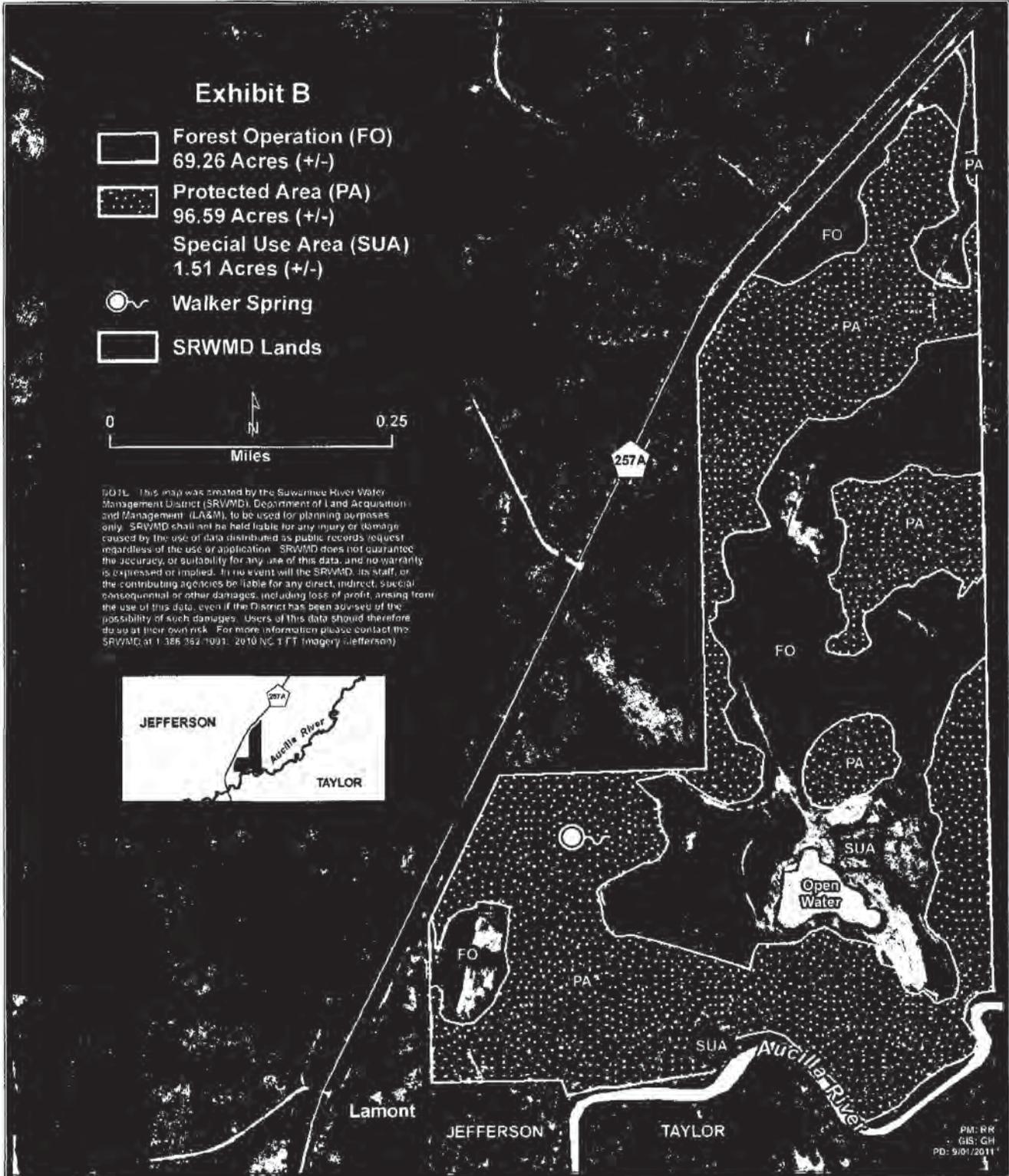


Exhibit B

-  Forest Operation (FO)
69.26 Acres (+/-)
-  Protected Area (PA)
96.59 Acres (+/-)
-  Special Use Area (SUA)
1.51 Acres (+/-)
-  Walker Spring
-  SRWMD Lands



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), 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 public records (request regardless of the use or application). SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information please contact the SRWMD at 1-386-352-1001. 2010 NC 1 FT Imagery (Jefferson)



PM: RR
GIS: GH
PD: 9/07/2011

Inst: 201633000013 Date: 1/5/2016 Time: 3:26 PM
Doc Stamp-Deed: 1310.00
DC, Kirk Reams, Jefferson County Page 1 of 3 B.722 P.302

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT,
IN AND FOR JEFFERSON COUNTY, FLORIDA**

**HELPCO FINANCIAL SERVICES, INC., A
FLORIDA CORPORATION,
Plaintiff,**

CASE NO.: 15-97-CA

vs.

**LAYMAN LAW FIRM, P.L., A FLORIDA
LIMITED LIABILITY COMPANY;
CHRISTOPHER A. LAYMAN; KRISTINE
K. LAYMAN; CITY FIRST MORTGAGE
CORP., A FLORIDA CORPORATION;
AND INTERNAL REVENUE SERVICE,
UNITED STATES DEPARTMENT OF
TREASURY, ET AL.,
Defendants.**

CERTIFICATE OF TITLE

The undersigned, Kirk Reams, Clerk of the Court, certifies that he or she executed and filed a Certificate of Sale in this action on December 17, 2015, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Jefferson County, Florida

**ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN
SECTION 29, TOWNSHIP 2 SOUTH, RANGE 5 EAST, IN JEFFERSON
COUNTY, FLORIDA, AND AS MORE PARTICULARLY DESCRIBED AS
FOLLOWS: THE EAST ONE-HALF OF THE NORTHWEST QUARTER (E 1/2
OF NW 1/4) LYING SOUTH AND EAST OF THE RIGHT OF WAY OF STATE**

73494

**ROAD 257, LESS ALL LANDS LYING AND BEING IN THE S.A.L. RAILROAD
RIGHT OF WAY.**

TOGETHER WITH:

**ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN
SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST, IN JEFFERSON
COUNTY, FLORIDA, AND AS MORE PARTICULARLY DESCRIBED AS
FOLLOWS: THE SOUTHWEST QUARTER (SW 1/4) LYING SOUTH AND
EAST OF THE RIGHT OF WAY OF STATE ROAD 257.**

Property Address: S Salt Road, Lamont, FL 32336.

was sold to: **HELPCO FINANCIAL SERVICES, INC., A FLORIDA CORPORATION**

whose address is **c/o Quintairos, Prieto, Wood & Boyer, P.A. 255 South Orange Avenue,
Suite 900, Orlando, FL 32801**

I certify that a conformed copy of this certificate has been served upon each party to this
action or counsel of record, as follows:

Name of Person Served (By Mail)

Layman Law Firm, P.L.
C/O Christopher A. Layman, R.A.
1928 S. Patrick Drive
Indian Harbour Beach, FL 32937

Christopher A. Layman
1928 S. Patrick Drive
Indian Harbour Beach, FL 32937

Kristine L. Layman
1928 S. Patrick Drive
Indian Harbour Beach, FL 32937

City First Mortgage Corp.
C/O Moshe Rubinstein, Esq.
Moshe Rubinstein Law Firm, P.A.
6100 Hollywood Blvd., Suite 305
Hollywood, FL 33024
Moshe@Moshelaw.com

73494

Internal Revenue Service – United States Department Of Treasury
C/O Pamela Cothran Marsh, Esq,
111 North Adams Street, 4th Fl
Tallahassee, FL 32301
Usafln.State.Court@Usdoj.Gov

Michelle A. DeLeon, Esquire
Quintairos, Prieto, Wood & Boyer, P.A.
255 South Orange Avenue, Suite 900
Orlando, FL 32801
servicecopies@qpwbllaw.com

WITNESS my hand and seal of this Court

January 5 ²⁰¹⁶ ₂₀₁₅

KIRK REAMS, CLERK
JEFFERSON COUNTY CIRCUIT COURT

By: *Sherry Spaw*
Deputy Clerk (Court Seal)





QUINTAIROS, PRIETO, WOOD & BOYER, P.A.

ATTORNEYS AT LAW

BUSINESS, FINANCIAL SERVICES & REAL ESTATE DIVISION

WWW.QPWBLAW.COM

255 SOUTH ORANGE AVENUE, SUITE 900
ORLANDO, FLORIDA 32801
TELEPHONE: (855) 287-0240
FACSIMILE: (855) 287-0211

CERTIFIED MAIL #: 7015 0640 0004 8686 1037

Suwannee River Water Management District
Director of Department of Land Acquisition
and Management
9225 CR 49
Live Oak, Florida 32060
Facsimile: (904) 362-1056

Brannon, Brown, Haley, & Bullock, P.A.
Post Office Box 1029
Lake City, FL 32056-1029

George T. (Tom) Reeves
Davis, Schnitker, Reeves & Browning, P.A.
Post Office Drawer 652
Madison, Florida 32341
Fax (850) 973-8564
Email: tomreeves@earthlink.net

July 8, 2016

Re: City First Mortgage Sale to Wise- Lands Committee Meeting- July 12, 2016
Objection to Sale Made By Helpco Financial Services, Inc. as Co-Grantor by Succession

Dear Mr. Reeves,

Our firm has the pleasure of representing Helpco Financial Services, Inc. (“Helpco”) in the above referenced matter. On July 5, 2016 my client received an email regarding the request for modification of the Conservation Easement recorded in the Official Records of Jefferson County, Book 670 at Page 280 that was recorded on December 20, 2011 (“CE”) made by City First Mortgage Corp. (“City First”). It included an email from Marion Lamb to you following up on your discussions with Ms. Lamb regarding consent to the sale of the parcel of land owned by City First that is subject to the CE. Helpco is a co-grantor to the CE as the successor to Layman Law Firm, P.L. by way of foreclosure sale. Helpco is also a party to a Consent and Subordination Agreement in which it agreed to be legally

bound by the CE in the event it took title to the property by foreclosure. The area subject to the CE is made up of two parcels (the “Conservation Property”), referred to herein as the Northern Parcel owned by Helpco and the Southern Parcel owned by City First. City First is also a party to a Consent and Subordination Agreement signed at the time the CE was executed in which it too agreed to be legally bound by the CE in the event it took title to the Conservation Property at foreclosure.

As contemplated by the CE, the Conservation Property was divided by the respective orders of foreclosure and certificates of title resulting in the Northern and Southern parcels being owned by two different entities. City First is now requesting a modification to the CE and the consent of the Suwannee River Water Management District (“SRWMD”) to unilaterally sell the Southern Parcel in violation of the CE. City First has not requested the consent of Helpco or given notice of the request made to SRWMD despite Helpco being a party to the CE.

Pursuant to section 2A(1) of the CE, “Transfers or re-transfers of the Conservation Property are not limited in number, but may never be made to more than one individual, corporation, charitable organization, or other legal entity.” (emphasis added). Section 5 of the CE contemplates the event of foreclosure and reiterates that a transferee, even by court order, is bound by the terms of the CE. The restriction with regard to transfers or re-transfers applies to subsequent transfers even if the Conservation Property has been divided by court order.

Moreover, there are three parties to this CE, SRWMD as grantee and Helpco and City First as co-grantors. SRWMD and City First cannot agree to modify or waive the express terms of the CE without Helpco’s consent, and Helpco hereby demands the other parties cease and desist any such actions with regard to the CE without first giving Helpco proper notice and an opportunity to participate in the discussions.

Until this week Helpco has not received any notice of the negotiations with respect to the CE to which it is a party, nor has it received proper notice of any proposed agency action or been given an opportunity to request a hearing as it just received notice that the issue was on the Land Committee’s Agenda for the meeting scheduled for July 12, 2016. Helpco hereby requests the issue be removed from the agenda and any discussions be tabled until Helpco has been given proper notice and an opportunity to be heard. We ask that Helpco be given a reasonable time in which to research the issues at bar and consult with counsel prior to any agency action on the matter, and hereby requests an administrative hearing on the issues if the parties cannot reach an agreement informally.

Finally, Helpco objects to the re-transfer of the property in violation of the express terms of the CE without modifications being made to the CE that would allow Helpco to realize the benefit of the bargain made by the parties. Helpco relied on the express terms of the CE requiring the Conservation Property remain as an undivided parcel when it consented to the Conservation Easement and Subordination Agreement. The Southern Parcel includes the Special Use Area and right to build an additional structure in the Special Use Area. This significantly adds to the value of the Conservation

Property. If the Parcels were to be divided and sold separately, the value of the Northern Parcel would drop significantly. In doing so, Helpco would be unable to realize the benefit of the bargain initially intended when it consented and subordinated its interest to the CE. In order to resolve the issues resulting from the division of ownership by court order, Helpco would propose a modification to the CE that would create a Special Use Area on the Northern Parcel and allow Helpco or its successors and assigns to build a single structure subject to the same or similar restrictions applicable to the Special Use Area located on the Southern Parcel as set out in section 2C of the CE.

Under Section 10 of the CE, the CE may only be modified by a mutual written and signed modification agreement by and between the grantors and grantee, and their respective successors, assigns or their respective designees pursuant to Section 704.06 Florida Statutes. Nothing in Section 704.06 would prohibit or preclude the proposed modification to create a Special Use Area and right to build one structure on the Northern Parcel. This proposed modification would not only serve the common purpose of conserving the natural values and character of the Conservation Property, but would allow for the parties to realize the benefit of the bargain as originally intended.

Please contact our office to discuss this proposal at your earliest convenience.

Sincerely,

/s/ Marika Sevin

Marika Sevin, Esq.

Copy via email to: City First Mortgage Corporation, Moshe Rubenstein, Marion Lamb and A. Keith Rowell

MEMORANDUM

TO: Governing Board

FROM: Roary E. Snider, Esq., Chief of Staff

DATE: July 31, 2016

RE: Authorization to Enter into a Contract with United States Geological Survey for LiDAR Data and Quality Control Services

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into a contract with the United States Geological Survey to provide light detection and ranging (LiDAR) data over approximately 900 square miles in portions of Alachua, Levy, and Baker counties for a total not to exceed \$228,000.

BACKGROUND

Several years ago, the District started working with other agencies to secure LiDAR data for the District. LiDAR data is used by District staff in many areas including setting minimum flows and levels, floodplain mapping and modeling, water supply planning and natural systems management.

In past years, the District has partnered with the United States Geological Survey (USGS), the Federal Emergency Management Agency (FEMA), the National Oceanic and Atmospheric Administration (NOAA), Northwest Florida Water Management District, the Florida Department of Emergency Management, and Alachua County to obtain a total of approximately 7,700 square miles of data at a District cost of \$910,000.

Currently the USGS is under contract by the District to capture 1,600 square miles of LiDAR data to fill gaps of missing data areas across the District. As part of the contract, the USGS provides the staff and resources to manage the project and provide quality control of the data deliverables from the contractor. In addition, the data become part of the USGS National Elevation Data program (NED) for public use and distribution. In Fiscal Year (FY) 2015 the District applied for a grant offered through a new USGS LiDAR initiative called the 3D Elevation Program (3DEP) and received an amount of \$254,000. This is a national competitive grant opportunity with a limited funding.

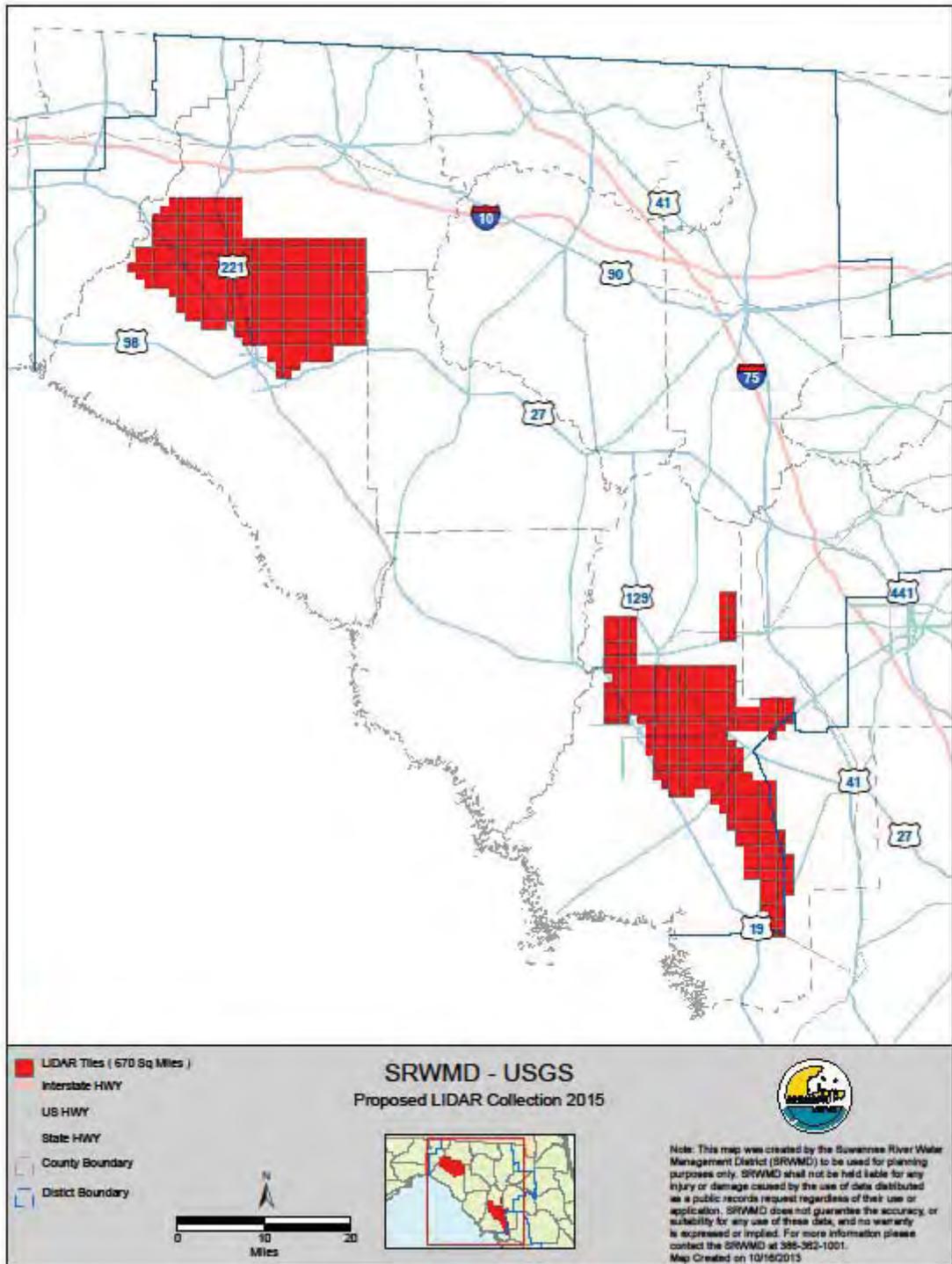
This past fall the District applied for a USGS LiDAR 3DEP grant for the FY 2016. On January 31, 2016, District staff received notice that the District will be awarded \$29,925 from both USGS and FEME for the LiDAR 3DEP grant. The LiDAR 3DEP project consists of LiDAR collection over approximately 900 square miles including portions of Alachua, Levy, and Baker counties (see attached map). Once the project is completed as planned, 100% of the District will be covered by LiDAR data and 600 square miles of the oldest LiDAR data in the District, consisting of Alachua County data, will be replaced. The data in Alachua County is over 14 years old, and the USGS 3DEP program data is considered "old data" after 8 years. The collection of LiDAR "no data" and "old data" areas is a priority of the USGS in the 3DEP proposal review process. Flights to obtain this year's proposed data will take place between December 2016 and the end of February 2017 if acceptable ground conditions are present.

The technical specifications for the LiDAR data will meet current USGS, FEMA, and State of Florida standards and technical requirements. The USGS contractors working on the LiDAR data collection, processing, and quality control tasks have all been approved and selected by the USGS.

The funding source for this LiDAR project is \$228,000 from the District, \$23,341.50 from the USGS and \$6,583.50 from FEMA.

This project is planned for the FY 2017 budget and is contingent of Board approval of the budget.

PB/pf
Attachment



MEMORANDUM

TO: Governing Board
FROM: Roary E. Snider, Esq., Chief of Staff
DATE: July 31, 2016
SUBJECT: Land and Facilities Operations Activity Summary

Assisted Water Resources with mowing and spreading limerock on monitor well sites on the Alapahoochee tract and in the Osceola National Forest.

Coordinated with Florida Fish and Wildlife Conservation Commission to have a weekend hog hunt in Mallory Swamp in August.

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

	2016 Target Acres	Acres Complete
SRWMD	11,000	12,389
FFS TRSF	2,000	2,346
TOTAL	13,000	14,735

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) will also provide a crew to burn additional acres on both District tracts and Twin Rivers State Forest.

FY 2016 Activity Table (6/16 - 7/15)

		B&B	NRPS	WFS	FFS	FFS TRSF	Total Acres	Total Wildfire Acres
TRACT	COUNTY							
Mallory Swamp	Lafayette			626			626	
Little Creek	Columbia							50
Lake City Wellfield	Columbia							3.6
<i>Sub-total for Period</i>		0	0	626	0	0	626	53.60
<i>Previous Acres Burned</i>		2,953	3,158	4,874	778	2,346		
Total Acres		2,953	3,158	5,500	778	2,346	14,735	

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 92% complete. Harvesting was stopped due to wet soil conditions after Tropical Storm Colin.
- Steinhatchee Springs #15 contract was executed and preharvest meeting was held on December 29, 2015. Harvesting started on May 23. Harvesting stopped after wet conditions following Tropical Storm Colin. The sale is 35% complete
- Steinhatchee Springs #16 contract was executed and preharvest meeting was held on January 11, 2016. Harvesting started on May 27. Harvesting stopped on June 15 due to mill shut down. The sale is 14% complete.
- Staff is monitoring the harvest by Weyerhaeuser of reserved timber on the Lake City Wellfield Tract. This harvest is complete.
- 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. The crew has moved off until the hardwood chips can be harvested.
- Mill Creek South #8 timber sale was advertised and bids were due on June 16. The preharvest meeting was held on June 22 and harvesting commenced the same day. A second crew was added on June 29. The sale is about 10% complete.

Tract	Contract	Acres	Tons Harvested	Revenue	Status	Contract End Date
Steinhatchee Springs #13	14/15-198	241	9,683	\$167,153.80	Harvest Underway	August 30, 2016
Steinhatchee Springs #14	14/15-197	172	9,555	\$188,038.44	Harvest Underway	August 31, 2016
Steinhatchee Springs #15	15/16-045	196	2,476.12	\$40,580.11	Harvest Underway	December 30, 2016
Steinhatchee Springs #16	15/16-046	422	3,145	\$55,854.58	Harvest Underway	December 30, 2016
Mattair Springs #4	15/16-056	196	4,675	\$86,486.93	Harvest Underway	February 28, 2017
Mill Creek South #8	15/16-096	200	2156	\$47,867.33	Harvest Underway	August 31, 2016

Conservation Easement Monitoring

- Hancock Forest Management - Cedar Ridge and Otter Creek in Levy County: The inspection was completed on June 2. The report is being drafted.
- Bailey Brothers, Inc. Hines Tract in Dixie County: The Tract was inspected on July 14 and the report is being drafted.

MEMORANDUM

TO: Governing Board
 FROM: Roary E. Snider, Esq., Chief of Staff
 DATE: July 31, 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. Owner considering other
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	Staff working with BTG successor Conservation Forestry on purchase of tract.
Jerry Coker, etal	Lumber Camp Springs	37 +/-	Gilchrist	Offer made contingent on appraisal update. Updated appraisal underway.
Ware Forest, LLC	Ware Forest	160 +/-	Jefferson	Timber Cruise/Appraisal on hold due to water level.

Authorized for Surplus

Tract	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Price	Comments
Alligator Lake	43	Columbia	8/10/2001	P2000	N/A	N/A	N/A	Columbia County to complete requirements of Interlocal Agreement. 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.

Authorized for Surplus (continued)

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	ITB in Process	N/A	To be determined by appraisal.	Governing Board approved surplus on 8/11/2015.
RO Ranch West	570	Lafayette	7/27/2006	Florida Forever Bonds	To be ordered if Surplus Activities resume.	N/A	To be determined by appraisal	Governing Board approved surplus on 8/11/2015. Surplus Activities suspended until March 8 th 2017.
Columbia County Surplus	78 +/-	Columbia	07/2015	Enforcement Action	ITB in Process	N/A	To be determined by appraisal	Governing Board approved surplus on 7/12/2016
Horseshoe Beach Wellfield Tract	98 +/-	Dixie	07/2011	Florida Forever Bonds	N/A for Conveyance to Govt. Entity	N/A	N/A	Governing Board approved surplus on 7/12/2016

Authorized for Exchange

Tract	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Price	Comments
Shingle Landing and 47 Bridge	0.81 & 3.87	Gilchrist	10/17/95 & 02/15/00	P2000	N/A	N/A	N/A	SRWMD Exchange documents have been executed. Gilchrist County to record documents.

/kr

MEMORANDUM

TO: Governing Board

FROM: Carlos D. Herd, P.G., Division Director, Water Supply

DATE July 25, 2016

RE: Authorization for Continuation of Contracting for Environmental Monitoring and Assessment Services for the Fiscal Year (FY) 2017 Minimum Flows and Levels Program

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to renew existing master contracts with selected contractors providing Environmental Monitoring and Assessments of Natural Systems, including Minimum Flows and Levels (MFL) related tasks, for a total amount, in aggregate, not to exceed \$1,191,700 for FY 2017 to provide technical assistance to the Water Supply Division on an as-needed, when-needed basis.

BACKGROUND

The Southwest Florida Water Management District (SWFWMD) completed a solicitation and selection process for general engineering and professional services (RFQ 015-13). The solicitation includes services such as environmental and biological monitoring, regional water supply planning, water use reports, economic analyses, statistical modeling, and expert witness and peer review. The Suwannee River Water Management District (SRWMD) Governing Board initially authorized the Executive Director to make purchases under the SWFWMD request for qualifications as allowed by Chapter 287.057(3)(b) Florida Statutes, at the September 2014 Board meeting.

Subsequently, seventeen (17) master contracting agreements were executed under the authorization. The firms were identified under Chapter D of the SWFWMD solicitation (see Attachment A). Chapter D is titled "Environmental Monitoring and Assessment of Natural Systems" and includes MFLs. The master contracting agreements included negotiated hourly rates and costs identical to those developed by SWFWMD for each respective firm. Subsequently, upon receipt of a written work order from the District, consultants have provided the required services on an as-needed basis.

The expected term of the master contracts is for a three-year period with annual authorization by the SRWMD Board. The second year is being completed; this authorization will begin year three. The agreements include an option for a two-year extension for a total of five years.

Products developed for the Water Supply Division may also include field work such as sampling, technical analyses, and/or models, and full documentation of results. For MFL establishment, these materials are used to develop a final technical report that defines the recommended MFLs for each water body. After independent peer review and Governing Board review and approval, the recommended MFLs would be adopted.

For MFLs in particular, having the flexibility to work with contractors in this manner has increased the efficiency of staff in pursuing priority District goals. Since specifics of field and technical work scopes often depend on the results of prior steps, each subsequent work order can be more explicitly tailored to the particulars of the waterbody in a highly collaborative process with the contractors.

Funds for these contractual services are included in the FY 2017 tentative budget and are contingent on approval of the final budget.

JCG/dd

ATTACHMENT A



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
On the World Wide Web at WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
8750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

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

Carlos Beruff
Chair, Manatee

Michael A. Babb
Vice Chair, Hillsborough

Randall S. Maggard
Secretary, Pasco

Jeffrey M. Adams
Treasurer, Pinellas

Todd Pressman
Former Chair, Pinellas

H. Paul Sonft, Jr.
Former Chair, Polk

Bryan K. Beswick
DeSoto, Hardee, Highlands

Thomas E. Bronson
Hernando, Marion

David W. Dunbar
Hillsborough, Pinellas

Wendy Griffin
Hillsborough

George W. Mann
Polk

Michael A. Moran
Charlotte, Sarasota

Vacant
Citrus, Lake, Levy, Sumter

Robert R. Beltran, P.E.
Executive Director

January 15, 2014

All Respondents to RFQ 015-13

Subject: Notice of Intended Decision for RFQ 015-13 General Engineering and Professional Services – Chapter D

Dear Respondent:

The following is the Chapter D Qualification List pursuant to the responses received on the above-referenced solicitation:

- 1. Atkins North America, Inc.
2. Vanesse Hangen Brustlin, Inc.
3. AMEC Environment & Infrastructure, Inc.
4. Hazen and Sawyer, P.C.
4. HSW Engineering, Inc.
6. The Balmoral Group
7. Jones Edmunds & Associates, Inc.
8. Cardno, Inc.
9. Water & Air Research, Inc.
10. Environmental Consulting & Technology, Inc.
11. ARCADIS U.S., Inc.
12. Applied Technology & Management, Inc.
13. Barnes, Ferland and Associates, Inc.
14. Brown and Caldwell
15. Greenman-Pedersen, Inc. fka GPI Southeast, Inc.
16. Wade Trim, Inc.
17. Parsons Brinckerhoff, Inc.

The District will initiate negotiations with the highest ranked firms in accordance with Section 5.3, Final Selection, of the Request for Qualifications. If you have any questions concerning this Qualification List, please contact Ellen Cuarta at 352-796-7211, extension 4105.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Thank you for your participation in our Request for Qualifications process.

Sincerely,

Ellen Cuarta

Ellen Cuarta
Contracts Administrator

EBC;cla

Posted: _____ Date: _____ Time: _____
Removed: _____

MEMORANDUM

TO: Governing Board

FROM: Tom Mirti, Division Director, Water Resources

DATE: July 25, 2016

RE: Authorization to Enter into an Interagency Joint Funding Agreement with the United States Geological Survey, Florida District, for Streamgaging Services

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into an Interagency Joint Funding Agreement with the United States Geological Survey (USGS) in the amount of \$695,400 for streamgaging services of which \$490,031 will be provided by the District, and \$205,369 will be provided by the USGS.

BACKGROUND

The proposed Fiscal Year (FY) 2017 Interagency Joint Funding Agreement (JFA) with the USGS Florida District is for a total amount of \$695,400, with the District providing \$490,031 and the USGS contributing \$205,369. For FY 2016, the total JFA amount was \$680,800 and the District's share was \$497,200. The decrease is a result of the District taking over several gage locations from the USGS, as well as the incorporation/discontinuation of continuous monitoring stations from a separate agreement funded in prior years by the Florida Department of Environmental Protection.

In addition, Nestlé Waters North America and Packaging Corporation of America will provide \$84,000 and \$21,600, respectively, toward Withlacoochee River monitoring in this JFA under renewed agreements with them to be signed in 2016 and ending in 2018. The USGS' National Streamflow Information Program (NSIP) will cover \$170,500 of the surfacewater gaging costs while the Florida Department of Environmental Protection is continuing to fund USGS gaging on the New and Ichetucknee rivers and Troy Spring.

The USGS provides maintenance of gages and sensors to USGS standards, quality assurance and archiving, availability of real-time and long-term data and statistics, and real-time satellite delivery of data to the public, the District, and the National Weather Service's Southeast River Forecast Center using robust methods. This long-term program provides essential information for floodplain mapping, minimum flows and levels, flood warnings and forecasts through the National Weather

Service, groundwater modeling and drought monitoring. Data obtained through this program are available in real-time to the public via the USGS' national web page, the District's River Levels web page, and the District's river level phone system.

Table 1 provides a list of monitoring stations and a breakdown of the proposed cooperative budget. Funding for this agreement is included in the FY 2017 tentative budget under account 01-6-930-0-1200-09-01 and is contingent upon final approval of the FY 2017 budget.

THM/dd

Table 1: Cooperative Surface Network Florida 2016/2017

RIVERS--STATION NAME / EARLIEST RECORD	Total \$	NSIP \$	USGS \$	SRWMD \$	REMARKS
ALAPAHA RIVER NEAR JENNINGS / 1976	15,500	0	6,200	9,300	
AUCILLA RIVER AT LAMONT / 1950	15,500	15,500	0	0	FFP, MFL
AUCILLA RIVER NEAR NUTTAL RISE / 2001	6,700	0	940	5,760	FFP
ECONFINA RIVER NEAR PERRY / 1950	15,500	15,500	0	0	MFL
NEW RIVER NEAR LAKE BUTLER / 1950	0	0	0	0	FDEP funding
SANTA FE RIVER AT O'LENO STATE PARK / 1977	15,500	0	6,200	9,300	
SANTA FE RIVER AT WORTHINGTON SPRINGS / 1931	15,500	0	6,200	9,300	
SANTA FE RIVER AT WORTHINGTON SPRINGS / 2015	7,650	0	3,060	4,590	TEMP,COND
SANTA FE RIVER NEAR FORT WHITE / 1927	15,500	15,500	0	0	FFP, MFL, NWG
SANTA FE RIVER NEAR FORT WHITE / 2015	7,650	0	3,060	4,590	TEMP,COND
SANTA FE RIVER NEAR GRAHAM / 1957	15,500	0	6,200	9,300	MFL
SANTA FE RIVER NEAR HILDRETH /1947	27,600	0	11,040	16,560	FFP, MFL
SANTA FE RIVER NEAR HILDRETH / 2015	7,650	0	3,060	4,590	TEMP,COND
STEINHATCHEE RIVER NEAR CROSS CITY / 1950	15,500	0	6,200	9,300	
SUWANNEE RIVER ABOVE GOPHER RIVER / 1999	6,700	0	2,680	4,020	
SUWANNEE RIVER AT BRANFORD / 1930	15,500	15,500	0	0	FFP, NWG
SUWANNEE RIVER AT DOWLING PARK / 1980	15,500	15,500	0	0	FFP
SUWANNEE RIVER AT ELLAVILLE / 1927	15,500	15,500	0	0	FFP, NWG
SUWANNEE RIVER AT LURAVILLE / 1927	15,500	15,500	0	0	FFP
SUWANNEE RIVER AT SUWANNEE SPRINGS / 1960	15,500	15,500	0	0	FFP
SUWANNEE RIVER AT WHITE SPRINGS / 1906	15,500	15,500	0	0	FFP
SUWANNEE RIVER NEAR BELL / 1932	15,500	15,500	0	0	
SUWANNEE RIVER NEAR WILCOX / 1930	27,600	15,500	0	11,600	FFP, MFL, NWG
WACCASASSA RIVER NEAR GULF HAMMOCK / 1963	27,600	0	11,040	16,560	MFL
WITHLACOOCHEE RIVER NEAR LEE / 2000	27,600	0	0	27,600	
WITHLACOOCHEE RIVER NEAR MADISON / 1947	15,500	0	0	15,500	
WITHLACOOCHEE RIVER NEAR PINETTA / 1931	15,500	0	0	15,500	FFP, MFL
WITHLACOOCHEE RIVER NEAR PINETTA / 1931	3,000	0	0	3,000	6 ADDITIONAL MEASUREMENTS

Table 1, Continued: Cooperative Surface Network Florida 2016/2017

SPRINGS--STATION NAME / EARLIEST RECORD	Total \$	NSIP \$	USGS \$	SRWMD \$	REMARKS
BLUE HOLE SPRING ON THE ICHETUCKNEE / 1946	15,500		6,200	9,300	STAGE-DISCHARGE
BLUE HOLE SPRING ON THE ICHETUCKNEE / 2014	21,400	0	8,560	12,840	TEMP,COND,DO,pH,TDS
BLUE HOLE SPRING ON THE ICHETUCKNEE / 2014	10,000	0	4,000	6,000	NITRATE
BLUE SPRING NEAR MADISON / 1932	27,600	0	0	27,600	MFL, STAGE AND DISCHARGE RATING WITH WELL
BLUE SPRING NEAR MADISON / 2014	3,000	0	0	3,000	6 ADDITIONAL MEASUREMENTS
BLUE SPRING NEAR MADISON / 2014	21,400	0	0	21,400	TEMP,COND,DO,pH,TDS
BLUE SPRING NEAR MADISON / 2014	10,000	0	0	10,000	NITRATE
FANNING SPRING / 1930	27,600	0	11,040	16,560	STAGE AND INDEX-VELOCITY DISCHARGE
LITTLE FANNING SPRING / 1946	3,000	0	0	3,000	6 MEASUREMENTS
FANNING SPRING / 2014	21,400	0	8,560	12,840	TEMP,COND,DO,pH,TDS
FANNING SPRING / 2014	10,000	0	4,000	6,000	NITRATE
ICHETUCKNEE RIVER NEAR HILDRETH / 1898	0	0	0	0	FDEP funding
ICHETUCKNEE RIVER NEAR HILDRETH / 2016	14,000	0	4,000	10,000	NITRATE
FALMOUTH SPRING AT FALMOUTH / 1908	27,600	0	11,040	16,560	STAGE AND INDEX-VELOCITY DISCHARGE
FALMOUTH SPRING AT FALMOUTH / 2015	21,400	0	8,560	12,840	TEMP,COND,DO,pH,TDS
FALMOUTH SPRING AT FALMOUTH / 2015	10,000	0	4,000	6,000	NITRATE
BLUE SPRING NEAR DELL / 1973	27,600	0	11,040	16,560	STAGE AND INDEX-VELOCITY DISCHARGE
BLUE SPRING NEAR DELL / 2015	21,400	0	8,560	12,840	TEMP,COND,DO,pH,TDS
BLUE SPRING NEAR DELL / 2015	10,000	0	4,000	6,000	NITRATE
MANATEE SPRINGS NR CHIEFLAND / 1932	24,400	0	9,760	14,640	STAGE AND DISCHARGE RATING WITH WELL
MANATEE SPRINGS NR CHIEFLAND / 2014	21,400	0	8,560	12,840	TEMP,COND,DO,pH,TDS
MANATEE SPRINGS NR CHIEFLAND / 2014	10,000	0	4,000	6,000	NITRATE
SANTA FE RIVER AT RIVER RISE / 1979	15,500	0	6,200	9,300	
SANTA FE RIVER AT RIVER RISE / 1979	7,650	0	3,060	4,590	Temperature/Conductivity
TROY SPRINGS / 1942	0	0	0	0	FDEP

Table 1, Continued: Cooperative Surface Network Florida 2015/2016

SPRINGS--STATION NAME / EARLIEST RECORD	Total \$	NSIP \$	USGS \$	SRWMD \$	REMARKS
WACISSA RIVER NEAR WACISSA / 1971	27,600	0	11,040	16,560	Index Velocity
WACISSA RIVER NEAR WACISSA / 1971	3,000	0	0	3,000	6 ADDITIONAL MEASUREMENTS
WACISSA RIVER NEAR WACISSA / 2015	12,000	0	0	12,000	Cross Section Maintenance
WACISSA RIVER NEAR WACISSA / 2015	21,400	0	8,560	12,840	TEMP,COND,DO,pH,TDS
WACISSA RIVER NEAR WACISSA / 2015	10,000	0	4,000	6,000	NITRATE
RIVERS AND SPRINGS--TOTAL	865,900	170,500	205,369	490,031	
RIVERS AND SPRINGS-- NSIP	695,400				

NSIP = NATIONAL STREAMFLOW INFORMATION PROGRAM
 FFP = FLOOD FORECAST POINT
 NWG = NO-WAKE IMPLEMENTATION GAGE
 FDEP = FUNDED BY FDEP

PCA: FUNDED BY PACKAGING CORPORATION OF AMERICA
 MFL = MINIMUM FLOW AND LEVEL IMPLEMENTATION GAGE

MEMORANDUM

TO: Governing Board

FROM: Tom Mirti, Division Director, Water Resources

DATE: July 25, 2016

RE: Contract with Boyett Enterprises, LLC, (dba Blue Streak Couriers) for Courier Service for Surface and Groundwater Samples

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to renew Contract 14/15-011 with Boyett Enterprises, LLC, (dba Blue Streak Couriers) to provide courier service for surface and groundwater samples for a total cost not to exceed \$15,785.04.

BACKGROUND

An existing Memorandum of Agreement between the Suwannee River Water Management District (Suwannee) and the St. Johns River Water Management District (St. Johns) provides for St. Johns to undertake laboratory services for chemical analysis of Suwannee's surface and groundwater monitoring samples since January 1, 2014. St. Johns requires that all surface and groundwater samples arrive at the laboratory by 8 a.m. the day following collection. To meet this requirement in an efficient manner, all samples need to be transported via a courier service. District Procedures Policy allows for a contractor to be selected based upon a competitive selection performed by another public entity.

The District's current contract with Boyett Enterprises, LLC, was approved in December, 2014, based upon a competitive selection process performed by St. Johns. The contract contains a provision that upon satisfactory performance and pending approval by the District's Governing Board, the contract may be extended up to two years upon the same terms and conditions or terms more favorable to the District. This is the last of the two potential renewals available in the contract. Boyett Enterprises, LLC, is extending the same rates to Suwannee for this renewal.

Funds for this contract are included in the FY 2017 tentative budget under Account 08-02-586-0-1200-10-02 and is contingent upon final approval of the FY 2017 budget.

THM/dd

MEMORANDUM

TO: Governing Board

FROM: Tom Mirti, Division Director, Water Resources

DATE: July 25, 2016

RE: Authorization to Renew Contract Number 14/15-054 with Water and Air Research, Inc., for Hydrologic, Water Quality, and Biological Sampling

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to renew Contract 14/15-054 with Water and Air Research, Inc., for Fiscal Year (FY) 2017 to provide surface and groundwater sampling, discharge measurements, and biological analyses for a total cost not to exceed \$251,041.40.

BACKGROUND

The District has operated a network of surface and groundwater sites for water quality, discharge and biological analyses since 1976. The majority of this monitoring is accomplished contractually. The District's current contract with Water and Air Research, Inc., (WAR) was approved in December, 2014, following a competitive request for proposals solicitation process. The contract contains a provision that upon satisfactory performance and pending approval by the District's Governing Board, the contract may be extended up to two years upon the same terms and conditions or terms more favorable to the District. This is the last of the two potential renewals available in the contract. A 3% increase in per sample cost was requested in the original proposal, but has been waived by WAR in this renewal. The Scope of Work consists of the following six (6) tasks:

1. **Surface Water Quality Sampling and Water Level Monitoring**, which includes collecting field data and water samples at 85 surface water stations (plus one backup), and recording the water levels at the time water chemistry samples are collected, using existing staff gauges or wire-weight water level gauges located nearby.
2. **Surface Water Discharge Monitoring**, which includes measuring flow at 37 surface water stations located at springs and creeks throughout the District.

3. **Groundwater Quality and Level Monitoring**, which includes collecting field data and water samples at 48 groundwater monitoring stations, and measuring the static water level when possible at each well.

4. **Aquatic Macroinvertebrate Monitoring**, which includes deploying Hester-Dendy artificial substrate samplers at two (2) surface water stations on the Suwannee River, and qualitatively sampling one (1) surface water station on the Santa Fe River using a modified Florida Department of Environmental Protection bioreconnaissance method of natural substrate sampling. Macroinvertebrate sampling will be conducted concurrently with water quality and periphyton sampling events.

5. **Phytoplankton Monitoring**, which includes collecting whole water samples at three (3) lakes, then analyzing the water for algal cell density and biovolume by taxon.

6. **Periphyton Monitoring**, which includes deploying periphyton microscope slide rack samplers at two (2) surface water stations on the Suwannee River, and analyzing for cell counts, density, dry weight and ash-free dry weight biomass. Funds for this contract are budgeted in the proposed FY 2016 Water Resource Budget.

Water quality and flow data obtained via this contract are essential elements needed by the District to assess potential impacts to the water resources of the region, as well as to help guide water management activities related to permitting, establishment of minimum flows and levels, and restoration projects.

Funds for this contract are included in the FY 2017 tentative budget under Accounts 08-2-586-0-1200-10-01 (Surface water and Discharge Measurements); 08-2-586-0-1200-10-02 (Groundwater); and 08-2-586-0-1200-10-03 (Biological Monitoring) and is contingent upon final approval of the FT 2017 budget.

THM/dd

MEMORANDUM

TO: Governing Board

FROM: Tom Mirti, Division Director, Water Resources

DATE: July 25, 2016

RE: Vertical Datum Conversion of Flood Forecasting Gages to NAVD88

BACKGROUND

The Suwannee River Water Management District is coordinating with the Florida Division of Emergency Management, National Weather Service (NWS), the United States Geological Survey, and other agencies to provide vertical measurements, elevations, and establish benchmarks based on the North American Vertical Datum of 1988 (NAVD88) at 38 water level gages used for flood forecasting in the Alapaha, Aucilla, Econfina, Santa Fe, Steinhatchee, Suwannee, and Withlacoochee river basins. In June, the District contracted with Delta Professional Land Services, LLC, to survey 22 gages and associated benchmarks to NAVD88. The NAVD88 elevations are all lower than the previous elevations based on the National Geodetic Vertical Datum of 1929 (NGVD29). A table of the conversion offsets from NGVD29 to NAVD88 is also attached (Table 1).

In order to notify residents about the changes, the District will be mailing a brochure to all addresses within the 100-year floodplain of each of the above river systems in Florida. The brochure will also be mailed to elected officials, emergency managers, and others in the District who may be concerned about the changes. The brochure will be posted on the District's web page and notices will be published in local newspapers as well as featured in radio and television station public service announcements. This public safety awareness campaign is funded largely through a grant from the Florida Division of Emergency Management (SRWMD Contract # 13/14-206).

Notices about the conversion to NAVD88 will begin to be delivered to floodplain residents and officials in August 2016. The NWS is expected to issue the public notice of the change in flood forecast elevations on August 15, 2016. Following a 75-day public comment period, the final conversion to NAVD88 by all agencies would be expected to occur on November 1, 2016. After that date, river level elevations on the District web page and flood forecast products from the NWS will be provided to the public as NAVD88 elevations.

THM/dd

Table 1. List of 38 flood forecasting gages in the Suwannee River Water Management District and the NAVD88 datum difference (offset) from the previous NGVD29 datum in feet.

SITE ID	NWS Station ID	STATION NAME	OFFSET
02317620	JNAF1	ALAPAHA RIVER NEAR JENNINGS	-0.70
02320734	ACSF1	ALLIGATOR CREEK AT STARKE	-0.88
02326500	LAMF1	AUCILLA RIVER AT LAMONT	-0.70
02326550	NUTF1	AUCILLA RIVER BELOW NUTALL RISE	-0.68
02326242	ASHF1	AUCILLA RIVER NEAR ASHVILLE (SNEADS)	-0.70
02326000	ECOF1	ECONFINA RIVER NEAR PERRY	-0.67
02322700	ICSF1	ICHETUCKNEE RIVER NEAR HILDRETH	-0.76
02320696	HAMF1	LAKE HAMPTON NEAR HAMPTON	-0.87
02320750	LSSF1	LAKE SAMPSON NEAR STARKE	-0.88
02321000	NRBF1	NEW RIVER NEAR LAKE BUTLER	-0.88
02322140	POEF1	POE SPRINGS NEAR HIGH SPRINGS	-0.78
02320800	SSSF1	SAMPSON RIVER AT SAMPSON CITY	-0.87
02320601	ERLF1	SANTA FE LAKE AT EARLETON	-0.87
02321958	OLPF1	SANTA FE RIVER AT OLENO STATE PARK	-0.81
02321910	RRZF1	SANTA FE RIVER AT RIVER RISE NEAR HIGH SPRINGS, FL	-0.78
02321500	WORF1	SANTA FE RIVER AT WORTHINGTON SPRINGS	-0.83
02322500	FWHF1	SANTA FE RIVER NEAR FT WHITE	-0.75
02320700	GRMF1	SANTA FE RIVER NEAR GRAHAM	-0.84
02321975	HSPF1	SANTA FE RIVER NEAR HIGH SPRINGS AT US441	-0.80
02322800	FTWF1	SANTA FE RIVER NEAR HILDRETH	-0.78
02322703	TREF1	SANTA FE RIVER THREE RIVERS ESTATES	-0.76
02324000	STEF1	STEINHATCHEE RIVER NEAR CROSS CITY	-0.66
02323592	SUWF1	SUWANNEE RIVER ABOVE GOPHER RIVER	-0.66
02320500	BFDF1	SUWANNEE RIVER AT BRANFORD	-0.75
02319800	DOUF1	SUWANNEE RIVER AT DOWLING PARK	-0.68
02319500	ELLF1	SUWANNEE RIVER AT ELLAVILLE	-0.72
02323590	FWBF1	SUWANNEE RIVER AT FOWLERS BLUFF	-0.64
02320000	LURF1	SUWANNEE RIVER AT LURAVILLE	-0.67
02323567	MTSF1	SUWANNEE RIVER AT MANATEE SPRINGS	-0.65
02315650	SRNF1	SUWANNEE RIVER AT NOBLES FERRY	-0.73
02315550	LIKF1	SUWANNEE RIVER AT SUWANNEE SPRINGS	-0.71
02315500	WSPF1	SUWANNEE RIVER AT WHITE SPRINGS	-0.83
02323000	RCKF1	SUWANNEE RIVER NEAR BELL (ROCK BLUFF)	-0.70
02315000	SBNF1	SUWANNEE RIVER NEAR BENTON	-0.87
02323500	WCXF1	SUWANNEE RIVER NEAR WILCOX	-0.66
02319394	WTHF1	WITHLACOOCHEE RIVER NEAR LEE	-0.73
02319300	WTMF1	WITHLACOOCHEE RIVER NEAR MADISON	-0.73
02319000	PINF1	WITHLACOOCHEE RIVER NEAR PINETTA	-0.71

MEMORANDUM

TO: Governing Board
FROM: Tom Mirti, Division Director, Water Resources
DATE: July 25, 2016
RE: Monitoring Well Network Improvement Plan

Update on Monitoring Well Network Progress

BACKGROUND

In May 2016, the District issued Task Work Authorization (TWA) to Huss Drilling (Huss), the low bidder for ITB1516-010WR, and a Notice to Proceed was given to Huss on May 20, 2016.

Two of the initial round of wells in Levy County were completed in early July, and the Osceola National Forest three-well cluster began on July 11, 2016, and completed during the week of July 18. Installation of a two-well cluster in the District's Alapahoochee Tract in northern Hamilton County began on July 20 and was completed the following week.

The work is funded by District reserves and is included in the current fiscal year budget. Staff and the District Contractor, Barnes, Ferland and Associates, will be working closely with the drilling contractor as work proceeds in the coming months.

THM/dd

MEMORANDUM

TO: Governing Board

FROM: Tom Mirti, Division Director, Water Resources

DATE: July 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.

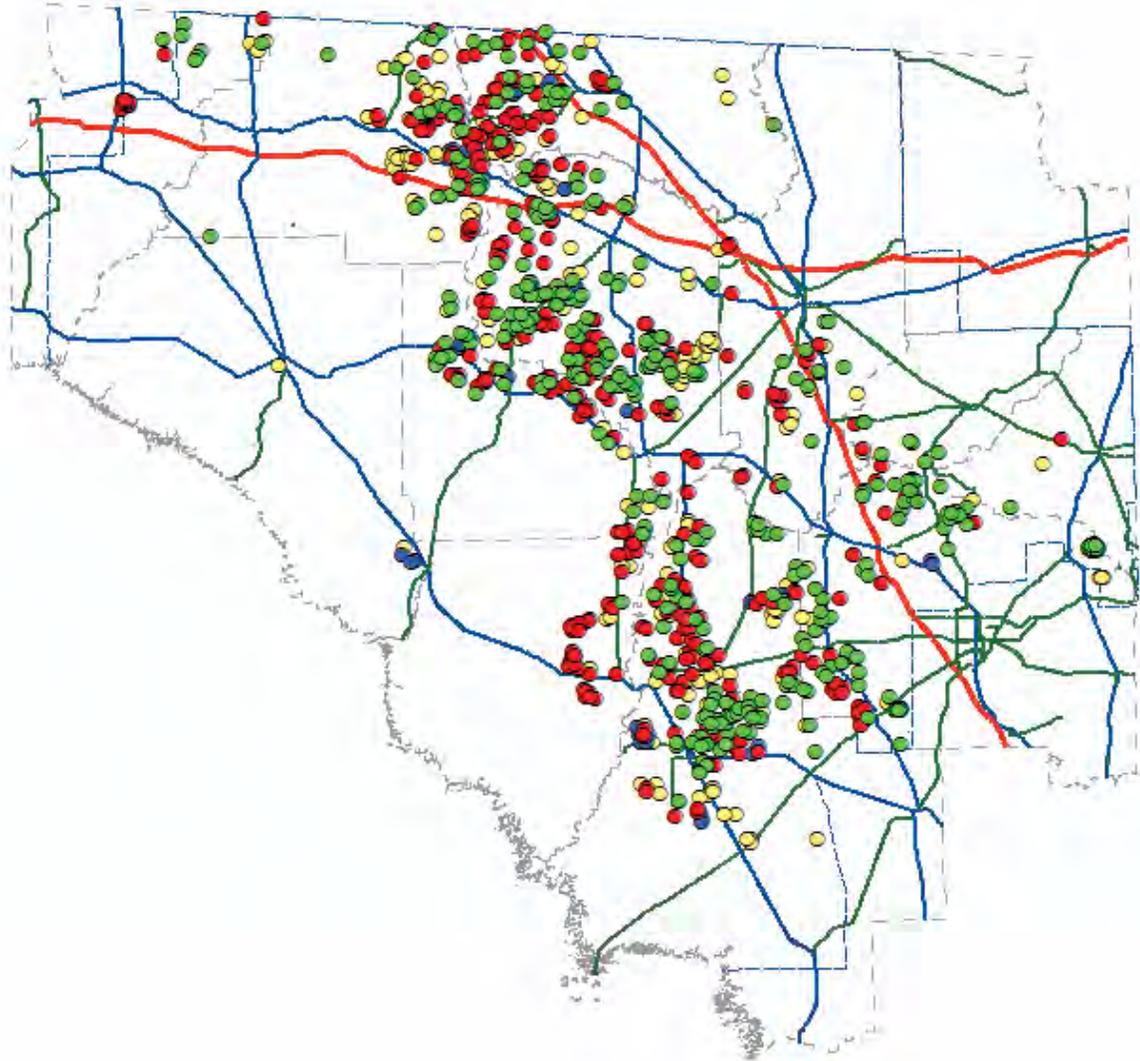
Where possible, agricultural water use is estimated using monthly power consumption records provided by four electrical cooperatives. Estimation by power use is the most cost-effective method of water use reporting. To date, farmer agreements authorizing the District to receive power usage reports directly 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 seven new monitoring systems on diesel-powered systems.

There are currently 1,275 permitted irrigation wells with a monitoring condition, of which 1,000 wells are active, i.e., the wells have been drilled already. Of the 1,000 active wells, 617 are being monitored as of July 26, roughly 62% of existing active wells with water use permit monitoring conditions. Over the past month, the District has added eight wells to the monitoring program.

Of the remaining estimated 383 active stations that currently will require water use monitoring, 146 are diesel- or gas-powered systems requiring District telemetry, 199 are electric systems, and 38 systems still require identification. There are 275 proposed stations (that is, the wells are yet to be drilled); 57 are expected to be diesel or gas, 180 are electric, and 38 are yet to be determined.

Figure 1. Current Agricultural Irrigation Wells with a Monitoring Requirement



- Active-Diesel
- Active-Electric
- Active-Other/Unknown
- Proposed

THM/dd

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: July 29, 2016

RE: Request for Approval and Authorization to submit the Fiscal Year (FY) 2016-2017 Annual Regulatory Plan to the Office of Fiscal Accountability and Regulatory Reform

RECOMMENDATION

Staff recommends the Governing Board:

- 1. Approve the Fiscal Year 2016-2017 Annual Regulatory Plan and**
- 2. Authorize Staff to submit the FY 2016-2017 Annual Regulatory Plan to the Office of Fiscal Accountability and Regulatory Reform (OFARR), Joint Administrative Procedures Committee (JAPC), the President of the Senate, and the Speaker of the House.**

BACKGROUND

Section 120.74, Florida Statutes, (F.S.), requires state agencies to annually submit their regulatory plan to OFARR, JAPC, the President of the Senate, and the Speaker of the House so that they may have an expectation of rules that will be updated and/or created during the upcoming year. The District is not required to complete all items on the plan, however, new rules and rule amendments are required be listed on the plan before the agency can proceed with rulemaking.

Additionally, Chapter 2015-162, Laws of Florida, requires agencies filing regulatory plans to submit a list of each law enacted or amended during the previous 12 months that affects the duties or authority of the agency. This list must also include, for each law, an assessment of whether or not rulemaking is necessary and the date the agency expects to publish a notice of proposed rule. The District 2016-2017 Annual Regulatory Plan is contained in Attachment A, and the list of laws enacted or amended requiring rulemaking is contained in Attachment B.

WZ/tm
Attachment A
Attachment B

ATTACHMENT A

Suwannee River Water Management District
2016-2017 Annual Regulatory Plan

Rule Number	Rule Title	Rulemaking Action	Description of current Rule	Description of Changes to be Made in Rulemaking	Reason for Rulemaking	Economic Impact	Highly Technical or Complicated
40B-1.102	Definitions	Rule Amendment	This rule contains definitions	Define any ambiguous terms used in new rulemaking	Update rule	None	No
40B-1.703	Procedures for Consideration of Permit Applications	Rule Amendment	Describes permit types and noticing	Correct typo and clarify rule language	Update rule	None	No
40B-2, F.A.C.	Permitting of Water Use	Rule Amendments	Implements Part II, Chapter 373, F.S.	Clarify "common enterprise" (40B-2.041), letter modification criteria (40B-2.331), correct typos/ rule citations, and implement SB552 provisions	Update rule	None	No
40B-3, F.A.C.	Permitting of Well Construction	Rule Amendments	Provides criteria for permitting the construction, repair, and abandonment of water wells	Revise definitions; incorporate Ch. 62-531 and 62-532, F.A.C.; add GPBR for 62-780, F.A.C. wells; incorporate the statewide application and completion report forms; remove elevation survey requirement in floodplain; and authorize alternative grouting methods and use of bridging materials	Update rule	Reduction in cost of doing business	Yes
40B-4	Works of the District Permits	Rule Amendments		Amendments pursuant to the SWERP II statewide rule	Update rule	None	No

Suwannee River Water Management District
2016-2017 Annual Regulatory Plan

Rule Number	Rule Title	Rulemaking Action	Description of current Rule	Description of Changes to be Made in Rulemaking	Reason for Rulemaking	Economic Impact	Highly Technical or Complicated
				consistency effort and FEMA Risk MAP revisions.			
40B-8	Minimum Flows and Levels	Rule Amendment	These rules establish minimum flows and levels for surface and ground waters	Update minimum flows and levels within the District and implement SB552 provisions	Update rule	None	Yes
40B-9.021	Definitions	Rule Amendment	These definitions relate to land acquisition	Amend definition so the funding references more than Section 259.105, F.S.	Update rule	None	No
40B-9.041	Acquisition Procedures – Negotiations	Rule Amendment	This rule provides property appraisal procedures	Clarify appraiser access for any assessments needed, require Baseline and remove engineer and geologist requirements	Update rule	None	No
40B-9.123	Additional Definitions	Rule Repeal	This rule provides additional definitions related to public use	Combine additional definitions into Rule 40B-9.021	Update rule	None	No
40B-9.126	Access to District Lands	Rule Amendment	This rule sets forth the hours during which District lands are open to the public	Remove definition from rule text and add to Rule 40B-9.021	Update rule	None	No
40B-9.131	Public Use of District Lands	Rule Amendment	This rule sets forth the requirement to publish a Public Use Guide	Remove date specific and authorize Board approval of; Provide additional clarification in section (3); Provide information about where to find details for (3)(k); Provide clarification for	Update rule	None	No

Suwannee River Water Management District
2016-2017 Annual Regulatory Plan

Rule Number	Rule Title	Rulemaking Action	Description of current Rule	Description of Changes to be Made in Rulemaking	Reason for Rulemaking	Economic Impact	Highly Technical or Complicated
				allowable swimming opportunities			
40B-9.1381	Prohibited Activities	Rule Amendment	This rule sets forth restricted activities on District Lands	Add District approval to release seed, plant or animal on District Lands section; Add airsoft to use of paintball guns and related guns section	Update rule	None	No
40B-9.1411	Special Use Authorizations	Rule Amendment	These rules are procedures for Special Use Authorizations	Remove/ add language for consistency	Update rule	None	No
40B-9.142	Easements	Rule Amendment	These rules are procedures for Easements	Remove Staff Appraiser language	Update rule	None	No
40B-9.145	Leases	Rule Amendment	These rules are procedures for Leases	Remove inconsistent language	Update rule	None	No
40B-21.631	Water Shortage Plan, Phase II	Rule Amendment	These rules provide for the conservation, protection, and management of water during periods of water shortage	Revise language so that language in Phase II is at least as restrictive as current year-round lawn watering restrictions	Update rule	None	No
40B-21.641	Water Shortage Plan, Phase III	Rule Amendment	These rules provide for the conservation, protection, and management of water during periods of water shortage	Revise language so that language in Phase III is at least as restrictive as current year-round lawn watering restrictions	Update rule	None	No

Suwannee River Water Management District
2016-2017 Annual Regulatory Plan

Rule Number	Rule Title	Rulemaking Action	Description of current Rule	Description of Changes to be Made in Rulemaking	Reason for Rulemaking	Economic Impact	Highly Technical or Complicated
40B-400	Environmental Resource Permits	Rule Amendments		Remove references to 62-330, F.A.C., and Applicant's Handbook Volume I, and other amendments pursuant to the SWERP II statewide rule consistency effort and FEMA Risk MAP revisions.	Update rule	None	No

ATTACHMENT B
 Suwannee River Water Management District
 Laws Enacted Requiring Rulemaking

Laws enacted or amended during the previous 12 months that affect the duties or authority of SRWMD	Description	Rulemaking Action	Must SRWMD adopt rules to implement?	Proposed NOPR date
Subsection 373.036(7)(b), F.S.	Priority ranking of water quality/ water supply projects for 5-year work plan. Use of an impairment grading system of water bodies listed in Consolidated Annual Report.	Amendment	No*	n/a
Subsection 373.042(2)(a), F.S.	Adoption of Outstanding Florida Spring (OFS) MFLs utilizing emergency rulemaking authority if not adopted by 7/1/2017.	Amendment	Yes – 40B-8, F.A.C.	10/1/2016
Subsection 373.042(2)(b), F.S.	Collaborative development of OFS MFLs affected by withdrawals from more than one WMD.	Amendment	No*	n/a
Subsection 373.042(2)(c), F.S.	Concurrent adoption of MFL prevention/ recovery strategies for OFS.	Amendment	No*	n/a
Section 373.0421(2), F.S.	Expeditious implementation of OFS MFL prevention or recovery strategies.	Amendment	No*	n/a
Section 373.0421(3), F.S.	Amendment of Water Supply Plan to include water supply and resource development projects listed in prevention/ recovery strategies.	Amendment	No*	n/a
Section 373.0421(4), F.S.	FDEP notification of Water Use Permit (WUP) denials based on MFL impact analysis and review of regional water supply plan for adequacy.	Amendment	No*	n/a
Section 373.219(3), F.S.	Development of unified definition of “harm.”	Amendment	Yes – 40B-2, F.A.C.	10/1/2016
Section 373.223(6), F.S.	Water use reporting requirements for individual WUPs with wells 8-inches or greater in diameter.	Amendment	No [†]	n/a

Suwannee River Water Management District
2016-2017 Annual Regulatory Plan

Laws enacted or amended during the previous 12 months that affect the duties or authority of SRWMD	Description	Rulemaking Action	Must SRWMD adopt rules to implement?	Proposed NOPR date
Section 373.2234(2), F.S.	Consideration of preferred water supply sources for water users unable to develop new water supplies.	Amendment	No [†]	n/a
Section 373.227(5), F.S.	Prevents agency modification of permitted allocation when water conservation measures are effective.	Amendment	Yes – 40B-2, F.A.C.	10/1/2016
Section 373.227(6), F.S.	Prevents agency modification of permitted allocation when water use is less than projected due to climate and agricultural practices.	Amendment	Yes – 40B-2, F.A.C.	10/1/2016
Section 373.233(2), F.S.	Source proximity preference in competing applications.	Amendment	No [*]	n/a
Rule 373.245, F.S.	Removes agency's ability to hold WUP holders liable for damages to neighboring WUP holders.	Rule Repeal	No [*]	n/a
Section 373.323(3), F.S.	Clarifies qualifications for Water Well Contractor licensing.	Amendment	No [*]	n/a
Section 373.4591(1), F.S.	Adds recharge and nutrient load reduction to priority list considerations of public-private partnerships.	Amendment	No [*]	n/a
Section 373.4591(2), F.S.	Establishes wetland baseline requirement prior to entrance into public-private partnerships that could impact wetlands.	Amendment	No [*]	n/a
Section 373.536(6), F.S.	Adds proposed water supply projects to annual funding plan. Requires identification of available/ needed funding for years 2-5. Requires identification of projects needed to implement MFLs and water reservations to avoid water supply competition.	Amendment	No [*]	n/a
Section 373.703(9), F.S.	Includes ability to contract with private land owners to fulfill duties.	Amendment	No [*]	n/a

Suwannee River Water Management District
2016-2017 Annual Regulatory Plan

Laws enacted or amended during the previous 12 months that affect the duties or authority of SRWMD	Description	Rulemaking Action	Must SRWMD adopt rules to implement?	Proposed NOPR date
Section 373.705(2), F.S.	Revises legislative intent for implementing water resource development projects.	Amendment	No*	n/a
Section 373.705(3), F.S.	Incorporates amount of funding for each water resource development project in annual funding plan into the annual budget.	Amendment	No*	n/a
Section 373.705(4), F.S.	Adds criterion for first consideration of water supply development project funding assistance.	Amendment	No*	n/a
Section 373.705(5), F.S.	Expands cost-share criteria to include additional water conservation practices.	Amendment	No*	n/a
Section 373.707(3), F.S.	Adds self-suppliers to parties eligible for alternative water supply project tech and financial assistance.	Amendment	No*	n/a
Section 373.707(6), F.S.	Ensures anticipated funding level is not reduced due to state appropriations. Requires that projects identified in annual funding plan are included in tentative and adopted budget submittals.	Amendment	No*	n/a
Section 373.707(8), F.S.	Authorizes waiver of 60% construction cost funding requirement for water users determined to be in public interest.	Amendment	No*	n/a
Subsection 373.709(2)(a), F.S.	Adds technical and financial feasibility requirement for water supply development project options in regional water supply plan.	Amendment	No*	n/a
Subsection 373.709(2)(b), F.S.	Adds requirements for listing water resource development projects supporting water supply development.	Amendment	No*	n/a

Suwannee River Water Management District
2016-2017 Annual Regulatory Plan

Laws enacted or amended during the previous 12 months that affect the duties or authority of SRWMD	Description	Rulemaking Action	Must SRWMD adopt rules to implement?	Proposed NOPR date
Subsection 373.709(5)(k), F.S.	Requires an assessment of how projects support adopted MFL prevention/recovery strategies or water reservations.	Amendment	No*	n/a
Subsection 373.709(6), F.S.	Adds funding source sufficiency analysis for projects identified in regional water supply plan.	Amendment	No*	n/a
Rule 373.801, F.S.	Legislative findings and intent (Florida Springs and Aquifer Protection Act).	New Rule	No*	n/a
Rule 373.802, F.S.	Definitions (Florida Springs and Aquifer Protection Act).	New Rule	No*	n/a
Rule 373.803, F.S.	Delineation of priority focus areas for OFS (Florida Springs and Aquifer Protection Act).	New Rule	No*	n/a
Section 373.805(1), F.S.	Concurrent adoption of MFL prevention/ recovery strategies for OFS (new MFLs).	New Rule	No*	n/a
Section 373.805(2), F.S.	Concurrent adoption of MFL prevention/ recovery strategies for OFS (revised MFLs).	New Rule	No*	n/a
Section 373.805(3), F.S.	Requires expeditious adoption of MFL prevention/ recovery strategies for OFS.	New Rule	No*	n/a
Section 373.805(4), F.S.	Sets forth OFS prevention or recovery strategy requirements.	New Rule	No*	n/a
Section 373.807(1), F.S.	Concurrent adoption of BMAP development with TMDL for OFS. Sets forth BMAP development requirements.	New Rule	No*	n/a
Section 373.811(5), F.S.	Prohibits new agricultural operations that do not implement nutrient management standards from operating in priority focus areas.	New Rule	No*	n/a

Suwannee River Water Management District
2016-2017 Annual Regulatory Plan

Laws enacted or amended during the previous 12 months that affect the duties or authority of SRWMD	Description	Rulemaking Action	Must SRWMD adopt rules to implement?	Proposed NOPR date
Section 403.0623(2), F.S.	Requires agency coordination to establish standards for environmental quality data collection and analysis.	Amendment	No [†]	n/a
Section 403.0675(1), F.S.	Requires annual TMDL, BMP, MFL, and prevention/ recovery strategy progress report and website posting, and sets forth report criteria.	New Rule	No [*]	n/a
Section 403.814(12), F.S.	Requires Florida Storm Water Professional certification before construction begins (10-2 projects).	Amendment	No [†]	n/a

* Adoption would require new rule language that would be duplicative of statute

† Awaiting FDEP guidance on rulemaking

‡ Existing rules reflect statutory change

Other laws to be implemented by rulemaking before July 1, 2017: None

MEMORANDUM

TO: Governing Board

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

DATE: July 29, 2016

RE: Approval of a Modification of Water Use Permit 2-121-221702-3, with a 0.5625 mgd Increase in Allocation, Authorizing the Use of 2.0536 mgd of Groundwater for Agricultural and Industrial Uses at the Beaver Ranch/ Stagecoach Facility Project, Suwannee County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-121-221702-3 with seventeen standard conditions and twelve special limiting conditions, to Lee Peanut Farms, LLC, in Suwannee County.

BACKGROUND

This is a modification and combination of two existing agricultural water uses located in northwestern Suwannee County, to update crop rotations and add an industrial use for a carrot washing facility. The combined project consists of 996 controlled and 795 irrigated acres, with the carrot washing facility located on approximately 80 acres. The industrial use will be implemented in two phases with correspondingly increasing water use. All industrial wastewater (approximately 90% of the carrot washing water allocation) will be applied to forage crops, eliminating the agricultural groundwater allocation for a 185-acre pivot for the four months the waste water is available (February-May). The supplemental irrigation requirements for corn, carrots, peanuts, soybeans, sweet potatoes, rye or pasture were determined using the GWRAPPS and WUPAR models, and the industrial use was determined based on efficient use by similar facilities and an industry standard 30 gpd per person for the 120 seasonal workers in phase 1 and 240 in phase 2. These changes from the previous use resulted in a 0.3993 mgd increase in allocation in phase 1 and a 0.1632 mgd increase in phase 2, from 1.4911 mgd to 2.0536 mgd in 1-in-10 year drought conditions. Phase 2 of the project will include preparation and packaging of baby carrots and is anticipated approximately 7 years from permit issuance.

All wells (8 in total) and the surface water pump will be monitored using electrical consumption. A lower quality water source is used to offset groundwater use for agriculture, and there are no reports of interference or observed harm to water resources associated with previous withdrawals at this project. The project area is not located within a 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
14-Jul-2016
APPLICATION #: 2-121-221702-3

Owner: Gerald R. Garland
Lee Peanut Farms, LLC
PO Box 10
Lee, FL 32059
(850) 971-5514

Applicant: Same as Owner

Agent: Carl Voss
Grimmway Enterprises, Inc.
PO Box 81498
Bakersfield, CA 93380
(661) 845-5271

Compliance Contact: Not Applicable

Project Name: Beaver Ranch/ Stagecoach Facility
County: Suwannee

Located in WRCA: No
Objectors: No

Authorization Statement:

The permittee is authorized to withdraw the following from Plant Well No. 1 (Station ID 119104) and Plant Well No. 2 (Station ID 118748): a maximum of 0.0691 mgd of groundwater for Phase 1 industrial use, or a maximum of 0.3381 mgd of groundwater for Phase 2 industrial use. Daily allocations are calculated on an average annual basis.

The permittee is authorized to withdraw the following from Well No. 1 (Station ID 121168), Well No. 2 (Station ID 120248), Well No. 3 (Station ID 119884), Well No. 4 (Station ID 121348), and Well No. 5 (Station ID 119495): a maximum of 1.5543 mgd of groundwater for supplemental irrigation of corn/ carrots, a maximum of 0.8373 mgd of groundwater for supplemental irrigation of soybean/ rye, a maximum of 0.7470 mgd of groundwater for supplemental irrigation of sweet potato/ rye, or a maximum of 0.7225 mgd of groundwater for supplemental irrigation of peanuts/ rye. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.

The permittee is authorized to withdraw the following from Well No. 6 (Station ID 119126): a maximum of 0.2670 mgd of groundwater for supplemental irrigation of soybeans/ rye, a maximum of 0.1415 mgd of groundwater for supplemental irrigation of corn/ sorghum/ rye, or a maximum of 0.0722 mgd of groundwater for supplemental irrigation of

pasture in Phase 1; or a maximum of 0.1612 mgd of groundwater for supplemental irrigation of soybeans/ rye, a maximum of 0.1367 mgd of groundwater for supplemental irrigation of corn/ sorghum/ rye, or a maximum of 0.0641 mgd of groundwater for supplemental irrigation of pasture in Phase 2. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.

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)
2.0536	0.0000	0.5625

Recommended Permit Duration and Compliance Reporting: Permit to expire May 31, 2033, consistent with terms of the previous sequence.

USE STATUS: This is a combination and modification of two existing agricultural uses to update crop rotations and add an industrial use (carrot washing facility).

PROJECT DESCRIPTION:

This project is located on CR-132 approximately 2.5 miles north of US-90 and 8.5 miles northwest of Live Oak in Suwannee County, and consists 996 controlled and 795 irrigated acres. Groundwater from five irrigation wells will be used to irrigate 610 acres of corn/ carrots, sweet potato/ rye, peanuts/ rye, or soybean/ rye through five center pivots. Groundwater from a separate irrigation well and wastewater from a carrot washing facility will also be used to irrigate approximately 185 acres of corn/ sorghum/ rye, soybeans/ rye, or pasture through one center pivot. Groundwater from two additional wells will be used to supply the industrial water requirements of the facility, which will expand in two phases with Phase 2 anticipated approximately 7 years after permit issuance.

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 proposed carrot washing facility’s water demand was based on the applicant requested demand for the two phases of this project. Based on their carrot washing facilities throughout the country, a standard 0.45 gallons per pound of carrot per day was applied for phase 1 of production and 2.33 gallons per pound of carrot per day was applied for phase 2 of production, which includes the preparation and packaging of baby carrots. In Phase 1, the plant is projected to produce approximately 1,000,000 pounds of carrots per day. In Phase 2, the plant is projected to produce approximately 1,600,000 pounds of carrots per day. The industry standard 30 gallons per person per day was used to determine employee water demands.

The District's WUPAR supplemental irrigation model was used to calculate the 15.61 inches/ year supplemental irrigation requirement for corn grown from March 1st to July 15th. The GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) was used to calculate the following supplemental irrigation requirements:
Carrots grown from October 1 to June 15: 18.64 inches/ year
Soybeans grown from April 1 to November 15: 16.67 inches/ year
Sweet potatoes grown from April 1 to November 15: 14.68 inches/ year
Peanuts grown from April 1 to November 15: 14.14 inches/ year
Pasture: 9.53 inches/ year
Sorghum grown from July 15 to November 1: 5.88 inches/ year
Rye grown from November 15 to February 15: 1.78 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, there have been no reports of interference from previous groundwater withdraws at the project. 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 models is economic and efficient. The permittee will implement the following water conservation measures for the agricultural uses: checking daily for leaks and repairing them as needed, using a new or retrofitted pivot system and efficiency testing the system every 5 years to maintain a distribution uniformity of 80% or greater, ensuring automated end gun shutoffs are working properly and only watering target crops, burying irrigation pipe to reduce damage potential, scheduling irrigation events based on soil moisture probes and rainfall records, employing operational pump shutdown to prevent pump operation in the event of an irrigation system malfunction, planting cover crops in the winter, and irrigating at night and when the wind is less than 5 mph when feasible. The permittee will implement the following water conservation measures for the industrial uses: installing low-flow toilets, "waterless" urinals, and sink fixtures with infra-red motion sensor for employee use, utilizing "point-of-use" water heating systems to reduce the need for running water for extended periods of time, recycling carrot wash water, and collecting equipment water loss through floor drains and utilizing that water for irrigating of forage crops.

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. Pivot No. 6 will be utilizing reclaimed water from the carrot washing facility. Approximately 0.0589 mgd will be re-used during Phase 1 of the operation and approximately 0.2978 mgd will be re-used during Phase 2 of the operation. The groundwater allocation for Station 119126 (Well No. 6) has been reduced to reflect the use of this reclaimed water from the processing plant.

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. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 feet at the project boundary. Staff inspected project wetlands and determined the water use is not expected to cause any harm to natural systems or the water resources of the area 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 **5/31/2033**. 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 classifications are **Agricultural and Industrial**.
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 (2-121-221702-3).
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 lowest quality water source, such as reclaimed water or surface water, shall be used in lieu of groundwater for agricultural irrigation at this project when technically, economically, and environmentally feasible.

22. The permittee shall notify the District in writing within 90 days of any change in control of any withdrawal facility associated with this permit or any of the real property on which the permitted water use is authorized that prevents the permittee's use of either the withdrawal facility or the real property.
23. 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.
24. 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.
25. The permittee shall install and maintain no less than one backflow prevention device when fertigating and no less than two backflow prevention devices when chemigating on all wells or surface water pumps connected to the irrigation system. The backflow prevention device(s) shall be installed between the water source and the injection point.
26. The permittee is authorized to withdraw the following from Plant Well No. 1 (Station ID 119104) and Plant Well No. 2 (Station ID 118748): a maximum of 0.0691 mgd of groundwater for Phase 1 industrial use, or a maximum of 0.3381 mgd of groundwater for Phase 2 industrial use. Daily allocations are calculated on an average annual basis.
27. The permittee is authorized to withdraw the following from Well No. 1 (Station ID 121168), Well No. 2 (Station ID 120248), Well No. 3 (Station ID 119884), Well No. 4 (Station ID 121348), and Well No. 5 (Station ID 119495): a maximum of 1.5543 mgd of groundwater for supplemental irrigation of corn/ carrots, a maximum of 0.8373 mgd of groundwater for supplemental irrigation of soybean/ rye, a maximum of 0.7470 mgd of groundwater for supplemental irrigation of sweet potato/ rye, or a maximum of 0.7225 mgd of groundwater for supplemental irrigation of peanuts/ rye. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.

28. The permittee is authorized to withdraw the following from Well No. 6 (Station ID 119126): a maximum of 0.2670 mgd of groundwater for supplemental irrigation of soybeans/ rye, a maximum of 0.1415 mgd of groundwater for supplemental irrigation of corn/ sorghum/ rye, or a maximum of 0.0722 mgd of groundwater for supplemental irrigation of pasture in Phase 1; or a maximum of 0.1612 mgd of groundwater for supplemental irrigation of soybeans/ rye, a maximum of 0.1367 mgd of groundwater for supplemental irrigation of corn/ sorghum/ rye, or a maximum of 0.0641 mgd of groundwater for supplemental irrigation of pasture in Phase 2. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.

29. The permittee shall obtain written approval from the District prior to any increase in industrial water use beyond the Phase 1 groundwater allocation for Plant Well No. 1 (Station ID 119104) and Plant Well No. 2 (Station ID 118748).

WITHDRAWAL POINT INFORMATION:

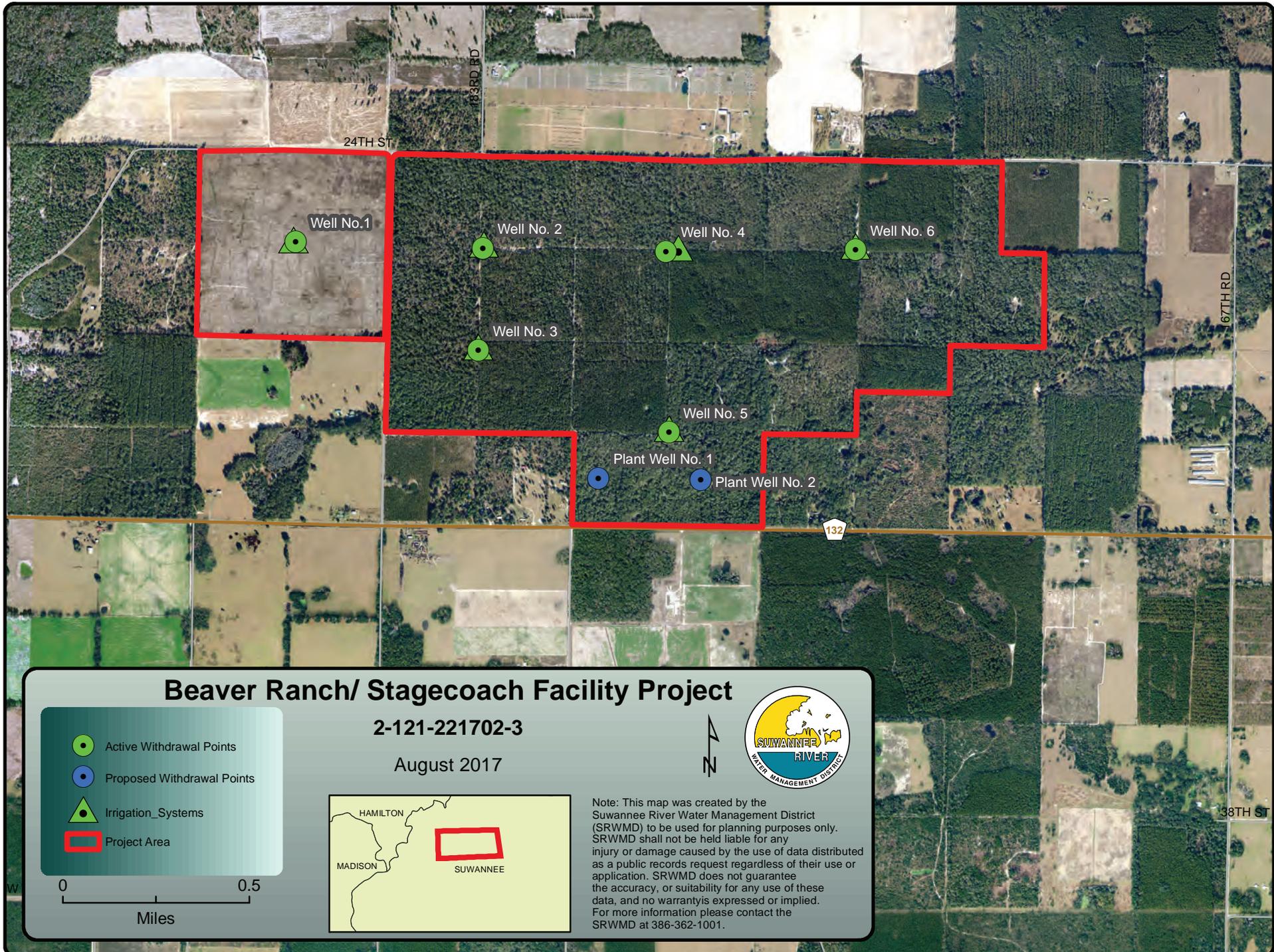
Site Name: Beaver Ranch

Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
119126	Well No. 6	12	1000	FAS	Active	Agricultural
119495	Well No. 5	12	1000	FAS	Active	Agricultural
119884	Well No. 3	12	600	FAS	Active	Agricultural
120248	Well No. 2	12	1000	FAS	Active	Agricultural
121168	Well No.1	12	1200	FAS	Active	Agricultural
121348	Well No. 4	12	1000	FAS	Active	Agricultural

Site Name: Stagecoach Facility

Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
118748	Plant Well No. 2	12	1000	FAS	Proposed	Industrial
119104	Plant Well No. 1	12	600	FAS	Proposed	Industrial

Pump Details						
District ID	Station Name	Pump Intake Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
126326	SW Pump 1	8		Facility Reservoir	Proposed	unknown



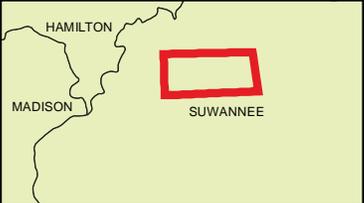
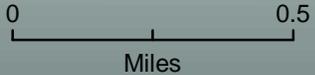
Beaver Ranch/ Stagecoach Facility Project

2-121-221702-3

August 2017



- Active Withdrawal Points
- Proposed 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: July 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 June 2016 and program totals from January 2012 to June 2016.

June 2016	Exemption Requests	Noticed Generals	Generals	10-2 Self Certifications	Individuals	Conceptuals	Total
Applications received	10	2	12	2	6	0	32
Permits issued	4	2	2	0	4	0	12
Inspections	1	16	8	1	1	0	27
Total permits issued from January 2012 to June 2016	236	176	242	239	163	11	1067

The following Individual Environmental Resource Permits were issued by staff, pursuant to 373.079(4)(a), Florida Statutes, in June 2016.

Permit Number	Project Name	County	Issue Date
227709-1	Wilson Springs Erosion Control	Columbia	6/28/2016
227233-1	Remote ED	Alachua	6/20/2016
212630-3	Chemring Ordnance Buildings 160, 161, and 162	Taylor	6/6/2016
205889-2	UF Progress Park – San Felasco Parkway	Alachua	6/29/2016

Water Use Permitting and Water Well Construction Activities

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

June 2016	Received		Issued
Water Use Permits	13		5
Water well permits issued: 181			
Abandoned/Destroyed	11	Livestock	1
Agricultural Irrigation	7	Monitor	28
Aquaculture	0	Nursery	0
Climate Control	0	Other	1
Fire Protection	0	Public Supply	1
Garden (Non Commercial)	0	Self-supplied Residential	129
Landscape Irrigation	0	Drainage or Injection	0
Commercial or Industrial	3	Remediation Recovery	0

**Rulemaking Schedule
August 2016**

40B-4 (Amendments)

ERP/ 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	

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

GB Rule Dev. Auth.	
Notice of Rule Dev.	
GB Proposed Rule Auth.	
Send to JAPC/OFARR	
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Notice of Rule Change	
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Effective Date	

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

MEMORANDUM

TO: Governing Board
FROM: Tim Sagul, P.E., Division Director, Resource Management
DATE: July 29, 2016
RE: Enforcement Status Report

Matters Staff is attempting to gain compliance without enforcement action

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

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.

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

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

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

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.**

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

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.

Plaintiff	Jeffrey L. Hill, Sr. and Linda P. Hill
Enforcement Number / County	CE11-0045 / Columbia
Violation	NA
Legal Counsel	SRWMD Insurance Legal Counsel
Date sent to legal	August 2011
Target Date	Ongoing
Legal Fees to date	\$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).
Last Update	April 26, 2016

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 was named. This matter is pending before the Court.

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

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 has inspected the site with the County. Staff is awaiting the as-built certifications for the site in order to close out this file.**

Respondent	Jeffrey Hill / Smithfield Estates-Phase 1
Enforcement Number / County	CE04-0025 / Columbia
Violation	Not Built in Accordance with Permitted Plans
Legal Counsel	Davis, Schnitker, Reeves and Browning, P.A.
Date sent to legal	May 2006
Target Date	November 30, 2015
Legal Fees to date	\$13,209
Last Update	April 26, 2016

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.

The County has finished the remedial work. Staff has inspected the site with the County and is awaiting the as-built certifications in order to close out this file.

MEMORANDUM

TO: Governing Board
FROM: Darrell Smith, Agriculture Director, Executive Office
DATE: July 29, 2016
RE: Approval to Enter into Contract with an Agriculture Producer to Provide Water Conservation Cost-Share Funding

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into contract with one applicant as part of the Florida Department of Environmental Protection (FDEP) and District Agricultural Cost-Share Program in the amount of \$101,350.00.

BACKGROUND

At the January 2015 Governing Board meeting, the Board authorized the Executive Director to execute an agreement with FDEP for agricultural water conservation, nursery water conservation, and nutrient management cost-share totaling \$3,660,000. The District is providing agriculture cost-share funds in the amount of \$1,500,000 per year in conjunction with this program. Also, participating agricultural producers provide a cost-share match.

This cost share project is with Terry "Donnell" Gwinn, it will install a centralized remote control system, thirteen remote control units, eight controller panel upgrades, three retrofits, and two GPS end-gun shutoffs for thirteen irrigation systems. These tools reduce groundwater use by increasing the management of irrigation scheduling events as well as notifying the producer of mechanical malfunctions and system failures.

The upgrades to these irrigation systems are expected to result in approximately 246,000 gallons per day of water savings at a cost of \$0.14 per thousand gallons over the estimated life of the equipment. This project will be located on parcels within Suwannee and Columbia Counties which fall within the Suwannee and Santa Fe River Basin Management Action Plan areas. This project is consistent with the Lower Santa Fe and Ichetucknee Rivers and Associated Springs Minimum Flow and Level Recovery Strategies.

The total FDEP and District cost-share recommended for Governing Board approval for August 2016 is \$101,350.00. The applicants' portion of these items will be \$33,783.33 or 25% of the equipment cost. Exhibit A is a list of the proposed cost share items, proposed funding amount, and water conservation tools. Exhibit B is a breakdown of the items being cost-shared. Funding for this project is included in the FY2016 budget account code 06-2-586-0-2201-25-00 and 51-2-586-0-2201-05-10.

DS/rl
Attachment

Exhibit A

Owner Name	County	Improved Water Conservation	Advanced Nutrient Management	Nursery Water Conservation	Project Description
Terry "Donnell" Gwinn	Suwannee	\$101,350	-	-	1 Centralized Remote Control System, 13 Remote Controls of Equipment, 8 Controller Panel Upgrades, 3 Retrofits, and 2 GPS End-gun Shutoffs
	Total Estimated	\$101,350	-	-	\$101,350

Exhibit B – Itemized List

Producer	Item	Maximum Cost Share Amount	Quantity	SRWMD Total	Producer Share
Terry "Donnell" Gwinn	Centralized Remote Control System	\$9,000	1	\$9,000	\$3,000
	Remote Controls of Equipment	\$2,200	13	\$28,600	\$9,534
	Upgraded Controller Panels	\$4,500	8	\$36,000	\$12,000
	Irrigation System Retrofits	\$8,250	3	\$24,750	\$8,250
	GPS End-gun Shutoff	\$1,500	2	\$3,000	\$1,000
				\$101,350	\$33,784

MEMORANDUM

TO: Governing Board
FROM: Noah Valenstein, Executive Director
DATE: July 28, 2016
RE: Authorization for the Executive Director to Enter into an Agreement with the City of Jasper to Perform Additional Improvements Related to a Completed RIVER Project for an Amount not to Exceed \$10,000.00

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into an agreement with the City of Jasper to perform additional stormwater management improvements related to the 1st Avenue Stormwater Retro-Fit project, part of the FY 14/15 RIVER program, for an amount not to exceed \$10,000.00

BACKGROUND

In March 2015, the Governing Board authorized the Executive Director to enter into 16 contracts with 13 applicants for the 2014/2015 fiscal year Local Government RIVER Cost-Share program. The City of Jasper was awarded \$80,000.00 in funding for the 1st Avenue Stormwater Retro-Fit project, the cooperators' share was \$32,681.00, and the total estimated project cost was \$112,681.00. Originally, the proposed project included four sections of concrete ditch paving and pipe replacement for a major drainage system on the north side of Jasper. The District approved one section of the project, section B, which included the replacement of approximately 464 linear feet (LF) of 48" concrete pipe and the installation of three ditch-bottom inlets. Improving this section of the stormwater system would provide improved flood protection to approximately 51 residential and 10 commercial lots.

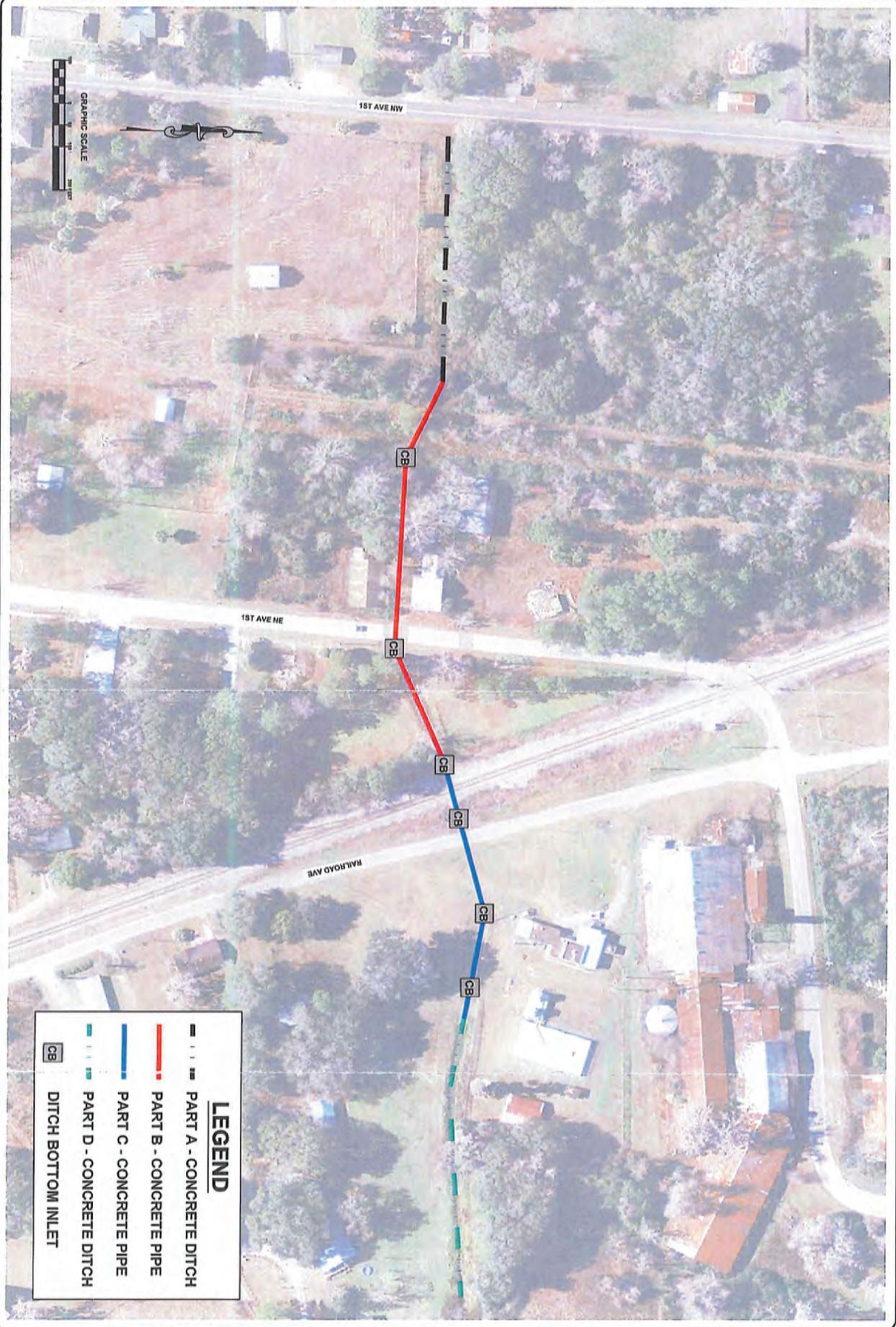
The 1st Avenue Stormwater Retro-Fit project was completed in May 2016. Out of \$80,000.00 approved, the City of Jasper requested reimbursement of \$53,950.00. This project was completed \$26,050.00 under budget through cost-saving measures taken by the City's Public Works Director. Due to the monetary savings, the City is requesting to use \$10,000.00 of the remaining budget for additional improvements to the stormwater system. Additional improvements include cleaning and clearing debris from an estimated 3,000 LF of ditch, beginning at the completed section and extending downstream through a residential area. The original proposal called for the addition of concrete pipe and construction of concrete ditch along the first 500 LF of this ditch; the new proposed construction will provide additional water quality benefits and will further increase flood protection to residents in the area. The additional work was not included in the original scope of

work and the existing contract has expired, therefore a new contract is required to reallocate those funds.

Staff is recommending the Governing Board authorize the Executive Director to enter into an agreement with the City of Jasper to perform additional stormwater management improvements related to the 1st Avenue Stormwater Retro-Fit project, part of the FY 14/15 RIVER program, for an amount not to exceed \$10,000.00.

Funds are included in the FY 2016 budget under code: 53-6-930-0-2400-04-10

JSB/rl
Attachment



LEGEND

- PART A - CONCRETE DITCH
- PART B - CONCRETE PIPE
- PART C - CONCRETE PIPE
- PART D - CONCRETE DITCH
- DITCH BOTTOM INLET

PROJECT NUMBER: L141006JAS	DESIGNED BY: GB	DRAFTED BY: RD	CHECKED BY: GB
SIGNATURE & SEAL			

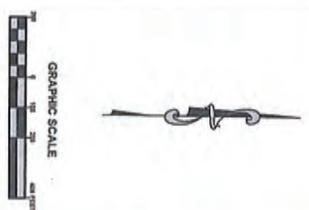
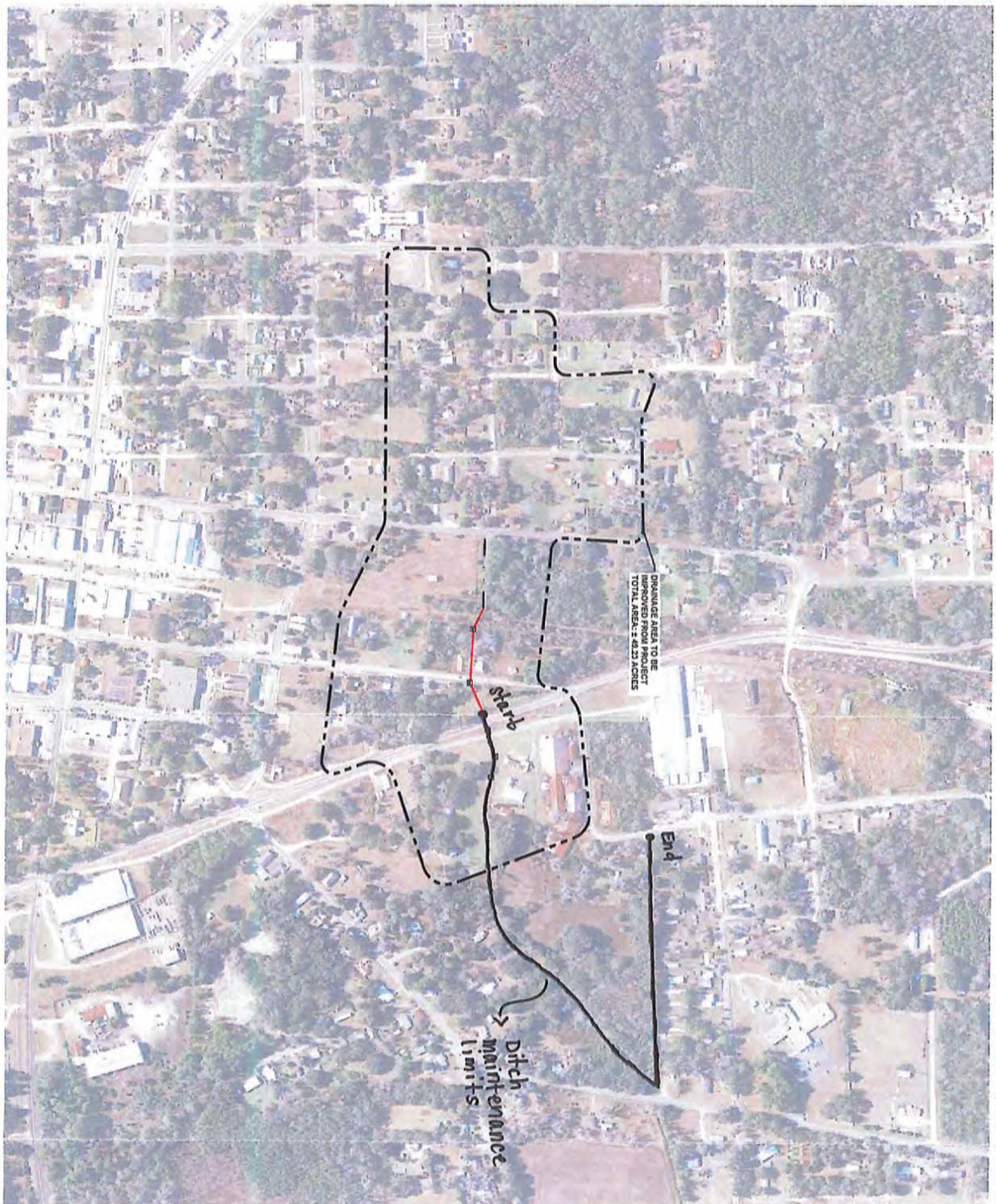
REVISIONS:

OVERALL SITE PLAN
 1ST AVE STORMWATER RETROFIT
 JASPER, FLORIDA



North Florida Professional Services, Inc.
 P.O. BOX 3823
 Lake City, FL 32025
 Ph. 386-792-4875
 Fax. 386-792-4874

P.O. BOX 150998
 Tallahassee, FL 32316
 Ph. 877-335-1525
 Eng. Lic. 25011



PROJECT NO.	L141006
DESIGNED BY	GB
DRAWN BY	RD
CHECKED BY	GB
SIGNATURE & SEAL	

REVISIONS:

IMPROVED DRAINAGE AREA
1ST AVE STORMWATER RETROFIT
JASPER, FLORIDA



North Florida Professional Services, Inc.
 P.O. BOX 3823
 Lake City, FL 32025
 Ph. 386-752-4875
 Fax. 386-752-4674

P.O. BOX 189918
 Tallahassee, FL 32318
 Ph. 877-335-1525
 Eng. Lic. 21011

MEMORANDUM

TO: Governing Board

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

FROM: Noah Valenstein, Executive Director

DATE: July 29, 2016

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

No meeting was scheduled for the month of July. The next meeting is scheduled for August 29, 2016. An update will be provided at the September 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: July 29, 2016
RE: District's Weekly Activity Reports

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

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 June 20-26, 2016

Executive/ Management

- Noah Valenstein along with SJRWMD attended RWSP briefing in Jacksonville City Hall.
- Noah Valenstein attended Water work group meeting in Tallahassee.
- Steve Minnis provided a PILT check presentation to the Levy County Board of County Commissioners.
- Abby Johnson provided a PILT check presentation to the Union County Board of County Commissioners.
- Steve Minnis participated in the Hamilton County Comprehensive Plan Update Stakeholders Meeting.
- Steve Minnis met individually with Mayor Davis, Vice-Mayor Register and Commissioner Sue Colson with the Cedar Key City Commission to explore partnership opportunities.

Water Resources

- Tom Mirti and Warren Zwanka visited new Monitoring Well Program locations with the District Well Construction Contractor, Barnes Ferland and Associates.

Communications

- Abby Johnson addressed an inquiry from Hardison Ink regarding Payment In Lieu of Taxes for counties in the District.
- Abby Johnson addressed an inquiry from Politico regarding spring project funding and potential projects.

Announcements for the week of July 4

- The District office will be closed Monday, July 4th in observation of the Independence Day.



Weekly Activity Report to Governing Board for June 27 – July 1, 2016

Executive/ Management

- Abby Johnson represented the District at the Annual Florida Association of Counties Conference in Orlando.

Water Resources

- Tom Mirti met with Kim Gumbiner of UF/IFAS Extension 4H at Cherry Lake to discuss monitor well installation.
- Tom Mirti attended the inter-district LiDAR Workshop in Apopka.
- Tom Mirti and Leslie Ames had a conference call with the SWIM Plan consultants from ESA, Inc.
- Tom Mirti had a conference call with the USGS Georgia Office regarding next year's Joint Funding Agreement.
- The District in cooperation with the Florida Geological Survey conducted a dye trace study. Dye was introduced into Dead River Sink in the Alapaha Basin on June 22; 6 days later dye began to appear at the Alapaha Rise on the Suwannee River near Nobles Ferry as well as at Holton Creek Rise.

Water Supply

- Trey Grubbs, Amy Brown, Jessica Bell and Carlos Herd attended the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting in Lake City.

Resource Management

- Brian Brooker attended a stakeholders meeting lead by Alachua County staff regarding revisions to the County stormwater manual.
- Pat Webster and Jamie Bell met with representatives from City of Hampton and Bradford County regarding potential flood mitigation projects.

Communications

- Abby Johnson addressed an inquiry from Politico regarding Springs project funding.
- Abby Johnson addressed an inquiry from Politico regarding a list of potential future springs projects.

Announcements for the week of July 11

- The District Governing Board is scheduled to meet at 9 a.m. on July 12, 2016 at District Headquarters. The Lands Committee and Human Resource Committee are scheduled to meet following the Governing Board Meeting.



Weekly Activity Report to Governing Board for July 4-8, 2016

Executive/Management

- Noah Valenstein, Amy Brown and Carlos Herd met at the District's office with SJRWMD staff to coordinate on the North Florida Regional Water Supply Partnership.
- Steve Minnis met separately with Lafayette County Commissioners Hamlin, Adams, Jones and Lamb and with Ricky Lyons, Lafayette County Clerk, regarding the potential RO Ranch grant application.
- Steve Minnis met with Cedar Key Commissioner Diana Topping regarding potential partnership opportunities.

Water Supply

- Trey Grubbs attended the North Florida Southeast Georgia Groundwater Modeling Technical Team meeting in Palatka.

Administration and Operations

- Bill McKinstry attend the RO Ranch meeting in Mayo.

Resource Management

- Tim Sagul and Warren Zwanka participated in the CUP anti-drift teleconference with representatives from FDEP and the other four WMDs.
- Pat Webster and Brian Brooker participated in a meeting with Bradford County regarding drainage issues.
- Warren Zwanka and Gloria Hancock meet with representatives from NFWMD and SJRWMD regarding E-reg issues relating to the water well construction program.

Announcements for the week of July 18

- None



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

Executive/ Management

- Noah Valenstein, Abby Johnson and Jaime Bell toured the Eagle Lake project in preparation for the project completion ceremony.
- Steve Minnis met with Tim Alexander, Dixie County Manager, regarding the Nature Coast Regional Water Supply Authority (NCRWA) RIVER project and recent springs projects awarded to the County.
- Steve Minnis met with Bobby Crosby, Gilchrist County Manager, regarding the NCRWA RIVER project and recent springs projects awarded to the County.
- Steve Minnis attended the monthly NCRWA Meeting in Fanning Springs.
- Abby Johnson and Jamie Bell met with staff from the City of Lake City regarding the Ichetucknee Springs Water Quality Improvement Project.
- Steve Minnis met with former Commissioner Robert Barnas regarding the recent awarded springs project to the City of High Springs.
- Abby Johnson and Jamie Bell met with staff from the City of Lake City in preparation for the Eagle Lake project closing ceremony.

Water Supply

- Amy Brown attended the Santa Fe Springs workshop in High Springs.

Water Resources

- Tom Mirti and Brian Sparks attended the Santa Fe Springs Protection Forum meeting held in High Springs.
- Tom Mirti and Brian Sparks attended a meeting with GIS Associates in Gainesville.

Resource Management

- Leroy Marshall and Tim Sagul participated in a conference call with representatives from AMEC Foster Wheeler and local government representatives regarding the status of the Santa Fe Watershed FEMA study and mapping project.
- Warren Zwanka and Tim Sagul participated in the Consumptive Use Permitting (CUP) anti-drift teleconference with representatives from DEP and the other four WMDs.
- Tim Sagul, Leroy Marshall and Abby Johnson participated in a conference call with representatives from AMEC Foster Wheeler and local government representatives regarding the status of the Santa Fe Watershed FEMA study and mapping project.

Communications

- Abby Johnson addressed a media inquiry from Suwannee Democrat regarding Sabal Trail.
- Abby Johnson participated in the monthly statewide REDI conference call.
- Abby Johnson attended the Community-Based Social Marketing (CBSM) workshop in Gainesville.

Announcements for the week of July 25

- None.