

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

OPEN TO THE PUBLIC

July 11, 2017
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 - June 13, 2017 Board Meeting, Audit Committee Meeting and Lands Committee Meeting Minutes
 - Agenda Item 9 - Approval of May 2017 Financial Report
 - Agenda Item 12 - Approval of Resolution Number 2017-08 for Release of 2017-2018 State Appropriations
 - Agenda Item 19 - Renewal of Prescribed Fire Services Contracts for Fiscal Year 2018
 - Agenda Item 26 - Approval of a Modification of Water Use Permit 2-121-220826-2, with a 0.1205 mgd Increase in Allocation and a Five-Year Permit Extension, Authorizing the Use of 0.6541 mgd of Groundwater for Agricultural Use at the Barn Field Project, Suwannee County
 - Agenda Item 27 – Approval of a Modification of Water Use Permit 2-047-220791-2, with a 0.1093 mgd Increase in Allocation and a Five-Year Permit Extension, Authorizing the Use of 0.2462 mgd of Groundwater for Agricultural Use at the Tyre Project, Hamilton County
 - Agenda Item 28 – Approval of a Modification of Water Use Permit 2-047-216529-4, with a 0.1176 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.3561 mgd of Groundwater for Agricultural Use at the CA’s Project, Hamilton County
 - Agenda Item 29 – Approval of a Modification of Water Use Permit 2-121-215832-2, with a 0.0815 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.0726 mgd of Groundwater for Agricultural Use at the Hagan Farm Project, Suwannee County
 - Agenda Item 30 – Approval of a Modification of Water Use Permit 2-121-215820-2, with a 0.0759 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.0695 mgd of Groundwater for Agricultural Use at the Michael Delegal Project, Suwannee County

- Agenda Item 31 – Approval of a Modification of Water Use Permit 2-121-217021-3, with a 0.1034 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.1355 mgd of Groundwater for Agricultural Use at the Townsend Brothers Farm, Inc. Project, Suwannee County

- Page 7
6. Approval of Minutes – June 13, 2017 Board Meeting, Audit Committee Meeting and Lands Committee Meeting – **Recommend Consent**
 7. Items of General Interest for Information/Cooperating Agencies and Organizations
 - A. Presentation of Hydrologic Conditions by Tom Mirti, Director, Water Resource Division
 - B. Cooperating Agencies and Organizations

GOVERNING BOARD LEGAL COUNSEL
Tom Reeves

- LC Page 1
8. Update on Legal Activities / Enforcement Status Report

DIVISION OF ADMINISTRATION AND OPERATIONS
Roary Snider, Chief of Staff

- AO Page 1
9. Approval of May 2017 Financial Report – **Recommend Consent**
- AO Page 10
10. Approval of Tentative Fiscal Year 2018 Millage and Budget
- AO Page 12
11. Approval of General Fund Reserves Policy
- AO Page 15
12. Approval of Resolution Number 2017-08 for Release of 2017-2018 State Appropriations – **Recommend Consent**
- AO Page 18
13. Consideration of Right of First Refusal and Amendment Request, Barrett 50 LLC ACE Ranch Conservation Easement; Lafayette County.
- AO Page 51
14. Consideration of Consent and Approval Agreement with City First Mortgage and HelpCo Financial, Walker Springs Conservation Easement, Jefferson County
- AO Page 64
15. Consideration of Revision to Conveyance Terms and Interlocal Agreement with Taylor County Hampton Springs Tract
- AO Page 89
16. Consideration to Approve an Easement Relocation/Exchange Request, Chitty Bend West Tract, Madison County
- AO Page 92
17. Authorization to Accept the Donation of Property from Mitchell G. and Paula Hancock in Hixtown Swamp, 199 Acres +/-, Madison County
- AO Page 105
18. Approval of Conveyance to Dixie County School Board, 147 Acres +/-, Dixie County
- AO Page 117
19. Renewal of Prescribed Fire Services Contracts for Fiscal Year 2018 - **Recommend Consent**

AO Page 119 20. Land and Facilities Operations Activity Summary Report

AO Page 123 21. Land Acquisition and Disposition Summary Report

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

No Items

DIVISION OF WATER RESOURCES
Tom Mirti, Director

WR Page 1 22. Authorization for the Executive Director to Execute Contract with Huss Drilling, Inc. for Well Construction and Associated Hydrogeological Testing

WR Page 3 23. Agricultural Water Use Monitoring Update

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

RM Page 1 24. Approval of a Modification of Water Use Permit 2-079-216959-3, with a 0.4203 mgd Increase in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.6889 mgd of Groundwater for Agricultural Use at the Ragans Farm Project, Madison County

RM Page 11 25. Approval of a Modification of Water Use Permit 2-079-220530-3, with a 0.2716 mgd Increase in Allocation, Authorizing the Use of 1.0531 mgd of Groundwater for Agricultural Use at the Lylestanley Trace, LLC Project, Madison County

RM Page 21 26. Approval of a Modification of Water Use Permit 2-121-220826-2, with a 0.1205 mgd Increase in Allocation and a Five-Year Permit Extension, Authorizing the Use of 0.6541 mgd of Groundwater for Agricultural Use at the Barn Field Project, Suwannee County – **Recommend Consent**

RM Page 31 27. Approval of a Modification of Water Use Permit 2-047-220791-2, with a 0.1093 mgd Increase in Allocation and a Five-Year Permit Extension, Authorizing the Use of 0.2462 mgd of Groundwater for Agricultural Use at the Tyre Project, Hamilton County – **Recommend Consent**

RM Page 41 28. Approval of a Modification of Water Use Permit 2-047-216529-4, with a 0.1176 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.3561 mgd of Groundwater for Agricultural Use at the CA's Project, Hamilton County – **Recommend Consent**

RM Page 51 29. Approval of a Modification of Water Use Permit 2-121-215832-2, with a 0.0815 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.0726 mgd of Groundwater for Agricultural Use at the Hagan Farm Project, Suwannee County – **Recommend Consent**

- RM Page 60 30. Approval of a Modification of Water Use Permit 2-121-215820-2, with a 0.0759 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.0695 mgd of Groundwater for Agricultural Use at the Michael Delegal Project, Suwannee County – **Recommend Consent**

- RM Page 70 31. Approval of a Modification of Water Use Permit 2-121-217021-3, with a 0.1034 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.1355 mgd of Groundwater for Agricultural Use at the Townsend Brothers Farm, Inc. Project, Suwannee County – **Recommend Consent**

- RM Page 80 32. Permitting Summary Report

AGRICULTURE AND ENVIRONMENTAL PROJECTS
Darrell Smith, Director

- 33. Springs Funding Update

EXECUTIVE OFFICE
Darrell Smith, Interim Executive Director

- EO Page 1 34. District’s Weekly Activity Reports

- 35. Announcements

- 36. Discussion and Selection of Executive Director for the Suwannee River Water Management District

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

August 8, 2017	9:00 a.m.	Board Meeting District Headquarters Workshop / Committee Meeting
----------------	-----------	--

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

- 37. 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

July 11, 2017
Following the Governing Board Meeting

District Headquarters
Live Oak, FL

- Discussion of Governing Board Directive 12-0003 – Provision of Assistance for Automated Monitoring of Agricultural Water Use

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
June 13, 2017

District Headquarters
Live Oak, Florida

Agenda Item No. 1 – Call to Order. The meeting was called to order at 9:04 a.m.

Agenda Item No 2 – Roll Call

- Tom Reeves, Board Legal Counsel, swore in Mrs. Virginia Johns in for her reappointment as Board Member.

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	Charles Keith		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
Interim Executive Director	Darrell Smith	X	
Chief of Staff	Roary Snider	X	
Governmental Affairs Director	Steve Minnis	X	
Water Supply Division Director	Carlos D. Herd, P.G.	X	
Water Resources Division Director	Tom Mirti	X	
Resource Mgmt. Division Director	Tim Sagul	X	
Communications Director	Katelyn Potter		X

Guests:

Robert Wilford, City of Alachua	Jon Kohler, Jon Kohler & Associates
Paul Still, BSWCD	Chris Flynn, FFWCC
Brad Dicks, Florida Farm Bureau	Charles Shinn, Florida Farm Bureau
Stephen James, FDEP	Kristen Simmons, FDEP
Kristen Summers, FDEP	Kristine Morris, FDEP
Bob Moresi, Black & Veatch	Leigh Brooks, FDACS

Carolee Howe, Shenandoah Dairy
Jim Tatum, Our Santa Fe River
Gary Hardacre, City of Alachua
Ray Hodge, Southeast Milk
Frank Young
Steve Gladin
Mary Rowe
Kathleen Hernandez

Kenny Blanton, Black & Veatch
Lucinda Merritt, Ichetucknee Alliance
Carig Varn, Manson Bolves & Varn
Sergeant Doug Mobley, FFWWCC
Caroline Schwab
Jeff Hill
George Rowe

Staff:

Tyler Jordan
Warren Zwanka
Amy Brown
Pam Shaw
Darlene Saindon-Velez
Tilda Musgrove
Katherine Haney
Eliza Breder

Keith Rowell
Bob Heeke
John Good
Leroy Marshall
Pat Webster
Bill McKinstry
Jordana Cutajar

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

Updates:

Division of Water Resources – Agenda Item 24 - Agricultural Water Use Monitoring Update

MOTION WAS MADE BY SCHWAB, SECONDED BY ALEXANDER TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 4 – Public Comment:

- Kathleen Hernandez – Environmental concerns and requested resignation of all Board members and to adjourn meeting.
- Robert Welford, City of Alachua – Thanks to District for support.
- George Rowe – Support of Jeff Hill.
- Paul Still, BSWCD – Alligator Creek concerns.
- Jeff Hill – Concerns regarding Court cases.

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

- Agenda Item 6 - May 4-5, 2017 Governing Board, Lands Committee Meeting and Board Workshops Minutes
- Agenda Item 9 - Approval of April 2017 Financial Report
- Agenda Item 27 - Agency Designation of Minor Violations of District Rules Contained in the Water Well Construction Disciplinary Guidelines and Citations Dictionary

MOTION WAS MADE BY ALEXANDER, SECONDED BY JONES TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 6 – Approval of Minutes – May 4-5, 2017 Governing Board, Lands Committee Meeting and Board Workshops Minutes. Approved on Consent.

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

- Tom Mirti gave a presentation of hydrologic conditions of the District.
- Cooperating Agencies and Organizations – None

GOVERNING BOARD LEGAL COUNSEL

Agenda Item No. 8 – Legal Update / Enforcement Summary Report. No updates.

DIVISION OF ADMINISTRATION AND OPERATIONS

Agenda Item No. 9 – Approval of April 2017 Financial Report. Approved on Consent.

Agenda Item No. 10 – Fiscal Year 2018 Tentative Budget Presentation. Roary Snider, Chief of Staff, presented the Budget powerpoint to the Board.

Agenda Item No. 11 – Approval of an Ingress Egress Easement Request to Patricia Medlock, et al, Lafayette County. Keith Rowell, Surveyor/Mapper, presented this item to the Board.

MOTION WAS MADE BY SCHWAB, SECONDED BY WILLIAMS TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 12 – Authorization to Commence Detailed Assessment and begin Negotiations with Chemours Company TT, LLC on a Proposed Fee Simple Purchase of 853 Acres +/- in Bradford County and 40 Acres +/- in Clay County. Mr. Rowell presented this item to the Board.

Kathleen Hernandez and Paul Still provided comments to the Board,

MOTION WAS MADE BY JOHNS, SECONDED BY ALEXANDER TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 13 – Authorization to Execute a Contract for the Sale of Timber with North Florida Timber Dealers, Inc., for the Blue Sink #3 Timber Sale.

Agenda Item No. 14 – Authorization to Execute a Contract for the Sale of Timber with North Florida Timber Dealers, Inc., for the White Springs #1 Timber Sale.

Agenda Item No. 15 - Authorization to Execute a Contract for the Sale of Timber with Genesis Timber LLC for the Stephen Foster #1 Timber Sale.

Agenda Item No. 16 – Authorization to Execute a Contract for the Sale of Timber with Williams Timber for the Woods Ferry #5 Timber Sale.

Bob Heeke, Senior Lands Resource Manager, was prepared to present Agenda Items 13-16 to the Board. Chair Quincey requested that Agenda Items 13-16 be voted together as one agenda item.

Mr. Williams and Mr. Schwab publicly announced a conflict of interest and abstained from voting on Agenda Items 13-16. The Conflict of Interest Forms were completed and signed by Mr. Williams and Mr. Schwab. These forms are hereby made part of these minutes and is filed in the permanent Governing Board meeting minutes files of the District.

MOTION WAS MADE BY ALEXANDER, SECONDED BY JOHNS TO APPROVE THE RECOMMENDATIONS FOR AGENDA ITEMS 13-16. MOTION CARRIED UNANIMOUSLY WITH WILLIAMS AND SCHWAB ABSTAINING.

Agenda Item No. 17 - Declaration of Surplus Property and Disposition. Mr. Snider presented this item to the Board.

MOTION WAS MADE BY SCHWAB, SECONDED BY WILLIAMS TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 18 - Fiscal Year 2017 Land Management Review Team Excellence in Land Management Report (ELM). This report was provided as an informational item in the Board materials.

Agenda Item No. 19 - Land and Facilities Operations Activity Summary. This report was provided as an informational item in the Board materials.

Agenda Item No. 20 - Land Acquisition and Disposition Activity Report. This report was provided as an informational item in the Board materials.

DIVISION OF WATER SUPPLY

Agenda Item No. 21 – **Public Hearing** for Approval of Emergency Rule 40BER 17-01, F.A.C. Adopting Minimum Flows for Four Outstanding Florida Springs (Falmouth Spring, Lafayette Blue Spring, Peacock Springs, and Troy Spring). Carlos Herd, Division Director, presented this item to the Board.

Chair Quincey opened the public hearing to receive comments.

Paul Still and Steve Gladin provided comments to the Board.

Chair Quincey closed the public hearing.

MOTION WAS MADE BY JOHNS, SECONDED BY ALEXANDER TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 22 – Consideration of Resolution 2017-03 Requesting the Florida Department of Environmental Protection to Adopt the Middle and Upper Suwannee Rivers and Priority Springs Minimum Flows and Minimum Water Levels. Mr. Herd presented this item to the Board.

MOTION WAS MADE BY ALEXANDER, SECONDED BY JOHNS TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 23 – Authorization for the Executive Director to Execute a Task Work Assignment to Black & Veatch for Development of Water Resource Projects. Mr. Herd presented this item to the Board.

MOTION WAS MADE BY SCHWAB, SECONDED BY WILLIAMS TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

DIVISION OF WATER RESOURCES

Agenda Item No. 24 - Agricultural Water Use Monitoring Update – Updated. Tom Mirti, Division Director, provided this update the Board.

DIVISION OF RESOURCE MANAGEMENT

Agenda Item No. 25 – Approval of a Modification of Water Use Permit 2-029-215648-3, with a 0.1604 mgd Increase in Allocation and a Ten-Year Permit Extension, Authorizing 0.3742 mgd of Groundwater for Agricultural Use at the Shamrock Sod, LLC Project, Dixie County. Warren Zwanka, Chief Hydrogeologist, presented this item to the Board.

Kathleen Hernandez provided comments to the Board.

MOTION WAS MADE BY SCHWAB, SECONDED BY WILLIAMS TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 26 – Approval of a Modification of Water Use Permit 2-075-216093-4, with a 0.3754 mgd Increase in Allocation and a Ten-Year Permit Extension, Authorizing 2.5971 mgd of Groundwater for Agricultural Use at the White Farm Project, Levy County. Mr. Zwanka presented this item to the Board.

Kathleen Hernandez and Lucinda Merritt provided comments to the Board.

MOTION WAS MADE BY SCHWAB, SECONDED BY JOHNS TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 27 – Agency Designation of Minor Violations of District Rules Contained in the Water Well Construction Disciplinary Guidelines and Citations Dictionary. Approved on Consent.

Agenda Item No. 28 – Authorization to Enter into Contract with the Federal Emergency Management Agency (FEMA) to Administer Risk MAP for Fiscal Year 2017. Leroy Marshall, Chief Professional Engineer, presented this item to the Board.

MOTION WAS MADE BY ALEXANDER, SECONDED BY SCHWAB TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 29 – Permitting Summary Report. This report was provided as an informational item in the Board materials.

AGRICULTURE AND ENVIRONMENTAL PROJECTS

Agenda Item No. 30 – Authorization for the Executive Director to Amend an Agreement with Lafayette County to add Funding Related to a Previously Approved RIVER Government Cost-Share Project for an Amount not to Exceed \$17,550.00. Pat Webster, Senior Professional Engineer, presented this item to the Board.

MOTION WAS MADE BY JOHNS, SECONDED BY KEITH TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 31 – Authorization to Enter in to Contract for Suwannee River Partnership (SRP) Cooperative Conservation Technician Services with Florida Department of Agriculture and Consumer Services (FDACS). Hugh Thomas, Senior Projects Manager, presented this item to the Board.

MOTION WAS MADE BY SCHWAB, SECONDED BY ALEXANDER TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

EXECUTIVE OFFICE

Agenda Item No. 32 – Legislative Update. Steve Minnis, Governmental Affairs Director, provided this update to the Board.

Agenda Item No. 33 - District's Weekly Activity Reports. These reports were provided as an informational item in the Board materials.

Agenda Item No. 34 – Announcements

Chair Quincey appointed an Executive Director Selection Committee to review applicants and take recommendation to the July Board. The members of this Committee are: Virginia Johns, Virginia Sanchez, Don Quincey, Charles Keith and Bradley Williams. Al Alexander will serve as alternate member of the Committee.

Agenda Item No. 35 – Adjournment. Meeting adjourned at 11:48 a.m.

Chair

ATTEST:

LAND COMMITTEE MEETING

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.

June 13, 2017
 Following Board Meeting

District Headquarters
 Live Oak, FL

1. Call to Order / Committee Roll Call. Meeting began at 12:31 p.m.

Committee Members	Present	Not Present
Al Alexander	X	
Kevin Brown	X	
Gary Jones		X
Virginia Sanchez		X
Bradley Williams	X	
Guests:		
Charles Keith, Board Member		Virginia Johns, Board Member
Richard Schwab, Board Member		Don Quincey, Board Member
Kristin Simmons, FDEP		Paul Still
Frank Young		Jon Kohler
Richard Powell		Jennifer Powell
Staff:		
Darrell Smith		Pam Shaw
Roary Snider		Darrell Smith
Steve Minnis		Keith Rowell
Robin Lamm		Tim Sagul
Bill McKinstry		Roary Snider
Hugh Thomas		Tyler Jordan

2. Public Comment – None

3. General Discussion / Update – None

4. Land Acquisition / New Property Offers:

- Mitchell G. and Paula Hancock Donation – Hixtown Swamp, 199 Acres +/-, Madison County. Keith Rowell, Surveyor/Mapper presented this item to the Committee.

ALEXANDER MADE MOTION TO SEND TO FULL BOARD FOR CONSIDERATION, SECONDED BY WILLIAMS. MOTION CARRIED.

5. Conservation Easement Modification Requests

- Barrett 50 LLC, - ACE Ranch Conservation Easement; Consideration of Right of First Refusal and Amendment Request, Lafayette County. Mr. Rowell presented this item to the Committee.

Frank Young provided comments to the Committee.

WILLIAMS MADE MOTION TO SEND TO FULL BOARD FOR CONSIDERATION,
SECONDED BY ALEXANDER. MOTION CARRIED.

- Walker Springs Conservation Easement – Consideration of Consent and Approval Agreement, Jefferson County. Mr. Rowell presented this item to the Committee.

John Kohler provided comments to the Board.

WILLIAMS MADE MOTION TO SEND TO FULL BOARD FOR CONSIDERATION,
SECONDED BY ALEXANDER. MOTION CARRIED.

6. Surplus Lands / Updates

- Taylor County Hampton Springs Tract; Consideration of Revision to Conveyance Terms and Interlocal Agreement. Mr. Rowell presented this item to the Committee.

ALEXANDER MADE MOTION TO SEND TO FULL BOARD FOR CONSIDERATION,
SECONDED BY WILLIAMS. MOTION CARRIED.

7. Access Easement Requests

- Bud Helm Easement Relocation/Exchange Request, Chitty Bend West Tract, Madison County. Mr. Rowell presented this item to the Committee.

WILLIAMS MADE MOTION TO SEND TO FULL BOARD FOR CONSIDERATION,
SECONDED BY ALEXANDER. MOTION CARRIED.

8. Announcements. None

9. Adjournment. Meeting adjourned at 1:44 p.m.

AUDIT COMMITTEE MEETING

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.

June 13, 2017
Following Lands Committee Meeting

District Headquarters
Live Oak, FL

The Audit Committee meeting began at 1:45 p.m.

Audit Committee Members	Present	Not Present
Don Quincey	X	
Virginia Johns	X	
Richard Schwab	X	

Guests:

Charles Keith, Board Member	Kevin Brown, Board Member
Al Alexander, Board Member	Jon Ingram, Law, Redd, Crona & Munroe
Jennifer Powell, Powell & Jones, CPA	Richard Powell, Powell & Jones, CPA
Kristin Simmons, FDEP	

Staff:

Darrell Smith	Hugh Thomas
Tyler Jordan	Pam Shaw
Roary Snider	Darrell Smith
Steve Minnis	Keith Rowell

- Call to Order / Committee Roll Call. All Audit Committee members present.
- Public Comments: None
- Discussion Items
 - Law, Redd, Crona & Munroe, P.A, Report #17-01 - Report on Internal Audit of District Corrective Action Addressing Information Technology Findings Disclosed in Report #14-01, dated August 14, 2014

Mr. Ingram presented the Report on Internal Audit of District Corrective Action Addressing Information Technology Findings Disclosed in Report #14-01, dated August 14, 2014.

- FY15/16 Annual Financial Report - Powell & Jones

Mr. Powell presented the FY15/16 Annual Financial Report

SCHWAB MADE MOTION TO ACCEPT BOTH REPORTS. SECONDED BY JOHNS.
MOTION CARRIED.

- Announcements. None
- Adjournment. Meeting adjourned at 2:02 p.m.

Chair

ATTEST:

MEMORANDUM

TO: Governing Board
FROM: Tim Sagul, P.E., Division Director, Resource Management
DATE: June 30, 2017
RE: Enforcement Status Report

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 21, 2017

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. **The mortgage holder has contacted Board Counsel regarding resolution.**

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	February 23, 2017

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. **Staff has contacted the County regarding submittal of the close-out documents. County staff has indicated that the material will be submitted shortly.**

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	February 23, 2017

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. **Staff has contacted the County regarding submittal of the close-out documents. County staff has indicated that the material will be submitted shortly.**

MEMORANDUM

TO: Governing Board

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

DATE: June 30, 2017

RE: Approval of May 2017 Financial Report

RECOMMENDATION

Staff recommends the Governing Board approve the May 2017 Financial Report and confirm the expenditures of the District.

BACKGROUND

Chapter 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
May 2017**

Financial Institution/Account	Monthly Interest	Interest Rate %	Closing Balance
First Federal Permit Fee	\$0.00	0%	\$70,010.68
First Federal Accounts Payable			\$35,000.00
First Federal Depository	\$47.12	0%	\$442,445.16
SPIA	<u>\$61,365.95</u>	1.45%	<u>\$49,451,032.14</u>
TOTAL	<u><u>\$61,413.07</u></u>		<u><u>\$49,998,487.98</u></u>

**Suwannee River Water Management District
Statement of Sources and Uses of Funds
For the Month ending May 31, 2017
(Unaudited)**

	Current Budget	Actuals Through 5/31/2017	Variance (Under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 5,727,117	\$ 5,371,724	\$ (355,393)	94%
Intergovernmental Revenues	\$ 45,887,078	\$ 7,850,382	\$ (38,036,696)	17%
Interest on Invested Funds	\$ 244,137	\$ 402,140	\$ 158,003	165%
License and Permit Fees	\$ 120,000	\$ 114,351	\$ (5,649)	95%
Other	\$ 988,488	\$ 799,037	\$ (189,451)	81%
Fund Balance	\$ 19,001,834	\$ -	\$ (19,001,834)	0%
Total Sources	\$ 71,968,654	\$ 14,537,634	\$ (57,431,020)	20%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 10,685,707	\$ 3,117,803	\$ 49,700	\$ 7,518,203	29%	30%
Acquisition, Restoration and Public Works	\$ 53,580,536	\$ 3,014,411	\$ 22,431	\$ 50,543,694	6%	6%
Operation and Maintenance of Lands and Works	\$ 4,680,671	\$ 1,364,248	\$ 91,093	\$ 3,225,329	29%	31%
Regulation	\$ 1,367,953	\$ 618,719	\$ 2,488	\$ 746,746	45%	45%
Outreach	\$ 228,202	\$ 89,061	\$ -	\$ 139,141	39%	39%
Management and Administration	\$ 1,425,585	\$ 970,534	\$ 5,189	\$ 449,863	68%	68%
Total Uses	\$ 71,968,654	\$ 9,174,777	\$ 170,901	\$ 62,622,976	13%	13%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

This financial statement is prepared as of May 31, 2017 and covers the interim period since the most recent audited financial statements.

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)
May 31, 2017

Recap of All Funds	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	14,537,634.20	0.00	71,968,654.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	3,286,013.16	0.00	6,054,678.67
TOTAL CONTRACTUAL SERVICES	3,695,566.20	24,918.56	34,270,973.96
TOTAL OPERATING EXPENSES	581,923.01	55,179.33	1,164,795.00
TOTAL CAPITAL OUTLAY	59,014.12	90,803.22	215,076.00
TOTAL FIXED CAPITAL OUTLAY	618,386.37	0.00	7,973,236.00
TOTAL INTERAGENCY EXPENSES	933,874.33	0.00	22,289,894.08
TOTAL EXPENDITURES	<u>9,174,777.19</u>	<u>170,901.11</u>	<u>71,968,653.71</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>5,362,857.01</u>	<u>(170,901.11)</u>	<u>0.29</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	8,499,028.35	0.00	12,082,551.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	2,797,434.20	0.00	5,246,012.49
TOTAL CONTRACTUAL SERVICES	1,057,024.94	2,487.76	4,613,841.00
TOTAL OPERATING EXPENSES	402,893.22	43,663.92	792,714.00
TOTAL CAPITAL OUTLAY	12,444.20	11,225.22	92,032.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	356,020.97	0.00	1,337,952.00
TOTAL EXPENDITURES	<u>4,625,817.53</u>	<u>57,376.90</u>	<u>12,082,551.49</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>3,873,210.82</u>	<u>(57,376.90)</u>	<u>(0.49)</u>

Fund 02: Emergency Operations	<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
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	16,496.86	0.00	0.00
TOTAL CONTRACTUAL 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 EXPENDITURES	<u>16,496.86</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(16,496.86)</u>	<u>0.00</u>	<u>0.00</u>

**Salaries associated with Hurricane Hermine; applied for FEMA reimbursement*

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)
May 31, 2017

Fund 05: Middle Suwannee	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	4,209.87	0.00	589,083.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	4,209.87	22,729.30	589,083.00
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 EXPENDITURES	<u>4,209.87</u>	<u>22,729.30</u>	<u>589,083.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>(22,729.30)</u>	<u>0.00</u>

Fund 06: Springs Appropriation	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	596,576.02	0.00	31,647,104.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	1,680.92	0.00	0.00
TOTAL CONTRACTUAL SERVICES	622,314.80	0.00	18,387,989.20
TOTAL OPERATING EXPENSES	5,771.50	0.00	0.00
TOTAL CAPITAL OUTLAY	24,072.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	141,800.00	0.00	13,259,114.00
TOTAL EXPENDITURES	<u>795,639.22</u>	<u>0.00</u>	<u>31,647,103.20</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(199,063.20)</u>	<u>0.00</u>	<u>0.80</u>

**Expenditures to be covered by DEP Reimbursement Grant; reimbursement requested*

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
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL 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 EXPENDITURES	<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>

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)
May 31, 2017

Fund 08: WMLTF / Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	417,851.92	0.00	703,468.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	17,219.42	0.00	7,458.00
TOTAL CONTRACTUAL SERVICES	395,632.50	(298.50)	657,575.00
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	5,000.00	0.00	38,435.08
TOTAL EXPENDITURES	<u>417,851.92</u>	<u>(298.50)</u>	<u>703,468.08</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>298.50</u>	<u>(0.08)</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	100,663.54	0.00	8,358,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	30,758.00	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	6,358,000.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	2,000,000.00
TOTAL EXPENDITURES	<u>30,758.00</u>	<u>0.00</u>	<u>8,358,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>69,905.54</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	333.79	0.00	0.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	2,813.81	0.00	0.00
TOTAL CONTRACTUAL 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 EXPENDITURES	<u>2,813.81</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(2,480.02)</u>	<u>0.00</u>	<u>0.00</u>

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)
May 31, 2017

Fund 13: Land Management/Operations	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	2,843,107.95	0.00	4,497,071.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	446,495.63	0.00	801,208.18
TOTAL CONTRACTUAL SERVICES	672,198.16	0.00	2,288,829.00
TOTAL OPERATING EXPENSES	173,258.29	11,515.41	372,081.00
TOTAL CAPITAL OUTLAY	22,497.92	79,578.00	123,044.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	275,000.00
TOTAL INTERAGENCY EXPENSES	36,073.50	0.00	636,909.00
TOTAL EXPENDITURES	<u>1,350,523.50</u>	<u>91,093.41</u>	<u>4,497,071.18</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>1,492,584.45</u>	<u>(91,093.41)</u>	<u>(0.18)</u>

Fund 19: DOT Mitigation	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	77,554.76	0.00	1,074,132.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	1,741.02	0.00	0.00
TOTAL CONTRACTUAL SERVICES	67,232.09	0.00	1,074,131.43
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 EXPENDITURES	<u>68,973.11</u>	<u>0.00</u>	<u>1,074,131.43</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>8,581.65</u>	<u>0.00</u>	<u>0.57</u>

Fund 29: SRP	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	33,141.03	0.00	175,000.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL 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	29,250.00	0.00	175,000.00
TOTAL EXPENDITURES	<u>29,250.00</u>	<u>0.00</u>	<u>175,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>3,891.03</u>	<u>0.00</u>	<u>0.00</u>

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)
May 31, 2017

	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
Fund 30: Camp Blanding Buffer Lands			
REVENUES			
TOTAL REVENUES	1,342,496.02	0.00	1,340,236.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	13,900.00	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	618,386.37	0.00	1,340,236.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>632,286.37</u>	<u>0.00</u>	<u>1,340,236.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>710,209.65</u>	<u>0.00</u>	<u>0.00</u>

	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
Fund 33: PCS Mitigation			
REVENUES			
TOTAL REVENUES	923.22	0.00	0.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL 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 EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>923.22</u>	<u>0.00</u>	<u>0.00</u>

	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
Fund 51: District Ag Cost Share			
REVENUES			
TOTAL REVENUES	0.00	0.00	2,173,213.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	316,572.26	0.00	2,114,213.33
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	59,000.00
TOTAL EXPENDITURES	<u>316,572.26</u>	<u>0.00</u>	<u>2,173,213.33</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(316,572.26)</u>	<u>0.00</u>	<u>(0.33)</u>

**Expenditures to be covered by Fund Balance*

STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)
May 31, 2017

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	0.00	0.00	4,947,184.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0.00	0.00	269,300.00
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	260,129.86	0.00	4,677,884.00
TOTAL EXPENDITURES	<u>260,129.86</u>	<u>0.00</u>	<u>4,947,184.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(260,129.86)</u>	<u>0.00</u>	<u>0.00</u>

**Expenditures to be covered by Fund Balance*

Fund 56: FEMA Grants	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
TOTAL REVENUES	460,538.58	0.00	3,124,112.00
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	460,538.58	0.00	3,124,112.00
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 EXPENDITURES	<u>460,538.58</u>	<u>0.00</u>	<u>3,124,112.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 60: Reimbursable Grants	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
REVENUES			
FDOT LAP GRANT REVENUE	424.15	0.00	550,000.00
FDACS REVENUE	0.00	0.00	151,900.00
FFWC REVENUE	0.00	0.00	250,000.00
NFWF REVENUE	55,185.00	0.00	200,000.00
TOTAL REVENUES	<u>55,609.15</u>	<u>0.00</u>	<u>1,151,900.00</u>
EXPENDITURES			
TOTAL SALARIES AND BENEFITS	2,131.30	0.00	0.00
TOTAL CONTRACTUAL SERVICES	55,185.00	0.00	1,151,900.00
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 EXPENDITURES	<u>57,316.30</u>	<u>0.00</u>	<u>1,151,900.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(1,707.15)</u>	<u>0.00</u>	<u>0.00</u>

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

MEMORANDUM

TO: Governing Board
FROM: Roary Snider, Chief of Staff
DATE: June 30, 2017
RE: Approval of Tentative Fiscal Year 2018 Millage and Budget

RECOMMENDATION

Staff recommends the Governing Board

- 1) set the tentative millage at the rollback rate of 0.4013¹;**
- 2) approve the Tentative Fiscal Year (FY) 2018 Budget of \$83,545,848;**
- 3) authorize staff to make recommended adjustments and corrections;**
- 4) authorize staff to 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.**

BACKGROUND

Section 373.536(2), Florida Statutes, requires the District budget officer, on or before July 15 of each year, to submit for consideration by the Governing Board of the District a tentative budget for the District covering its proposed operation and requirements for the ensuing fiscal year.

The FY 2018 Tentative Budget is represented as follows:

- Depicts an annual budget of \$83,545,848;
- Separates funds carried forward and reserves;
- Uses fund balance for protecting and preserving water resources;

¹ This rate is estimated as of 6/28/17 and represents incomplete data. This rate will be updated as completed data is reported to the District.

- Is consistent with the other water management districts' budget processes; and
- Will be reported to the Governor's office by August 1, 2017.

Further refinements of fund allocations and areas of emphasis within the budget may be changed between now and September 12, 2017, as deemed appropriate by the Governing Board, Executive Office of the Governor, and the Florida Legislature.

Section 200.065(2)(b), Florida Statutes (F.S.), provides that each taxing authority shall advise each county property appraiser in its jurisdiction of its tentative millage rates for publication on Truth-in-Millage (TRIM) notices. The tentative millage rollback rate of 0.4013 (see FN1) is based on collective certifications by each county within the District to the Department of Revenue. Should any revised or corrected certifications be received prior to August 1, the rollback rate and corresponding ad valorem revenue will be adjusted according to these certifications. Any adjustment to the tentative millage will not exceed the FY 2017 millage rate of 0.4093. The final adopted millage rate that the Governing Board adopts in September cannot exceed the proposed millage rate without a second mailed notice to property owners.

The District will hold one public hearing on September 12, 2017, at 5:05 p.m. to establish the millage rate and tentatively adopt the FY 2018 budget, and will hold a second public hearing on September 26, 2017, at 5:05 p.m. to establish the millage rate and adopt the FY 2018 budget.

RS/pf

MEMORANDUM

TO: Governing Board
FROM: Roary Snider, Chief of Staff, Administration and Operations Division
DATE: June 30, 2017
RE: Approval of General Fund Reserves Policy

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to approve the new General Fund Reserves policy.

BACKGROUND

Staff has been systematically updating District policies and procedures in order to increase accountability, transparency, and efficiency. With the implementation of Governmental Accounting Standards Board (GASB) Statement No. 54, the District has established a General Fund Reserves policy that defines the categories of Fund Balance within the District as well as setting aside reserve funds for economic stabilization and allowing for an operating liquidity reserve to provide funds for core services in the event expected revenues are not available until later in the fiscal year.

RS/tgg
Attachment

GENERAL FUND RESERVES

Effective: July 11, 2017

PURPOSE

The purpose of this policy is to set aside reserves in the General Fund to provide sufficient liquidity for operations pending initial property tax distributions, address unforeseen and unexpected events, emergencies, and to offset unexpected downturns in revenues from budgeted estimates, and constrain resources for specific future purposes, as recommended by the Government Finance Officers Association and the National Advisory Council on State and Local Budgeting. The sections of this policy are as follows:

- Definitions
- Economic Stabilization Reserve
- Operating Liquidity Reserve

AUTHORITY: Governing Board / Executive Director

POLICY: The District's continued work toward the protection, restoration, and sustainability of central Florida's water and related resources would be in jeopardy without ensuring a sustained level of financial support.

Definitions

GASB 54: Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

General Fund: the District's primary operating fund, which accounts for all financial resources of the District, except those required to be accounted for in another fund.

Committed Fund Balance: Fund Balance amounts that are constrained for non-routine, specific purposes that are established and changed only through a Governing Board resolution. Committed Fund Balance is the only classification that GASB 54 requires to be approved by Resolution or Ordinance of the highest level of decision making authority. This means a Resolution by the Governing Board for the District.

Assigned Fund Balance: Fund Balance amounts that are constrained by a less than formal action of the Governing Board, or by an individual body to whom the Governing Board has delegated this responsibility. This responsibility has been delegated to the Executive Director. Specific purposes for this balance do not meet the accounting standards definition of restricted or committed.

Unassigned General Fund Balance: Residual positive Fund Balances that have not been included within other Fund Balance classifications. The unassigned General Fund balance may only be appropriated by the Governing Board, by Resolution adopting a budget or amendment to the adopted budget.

Economic Stabilization Reserve

The Economic Stabilization Reserve shall be reported in the District's fund level financial statements as Committed Fund Balance in the General Fund and be equal to a minimum of two months of the tentative operating expenditure budget. Operating expenditures for purposes of this

calculation consist of Salaries and Benefits, Contractual Services, Operating Expenses, and Operating Capital Outlay, across the General Fund and the Land Management Fund sources. The Economic Stabilization Reserve will be reviewed annually for the next fiscal year prior to the end of the current fiscal year by inclusion in the Governing Board resolution establishing Committed Fund Balance amounts. The purpose of the Economic Stabilization Reserve is to provide sufficient funds for unforeseen and unexpected events, meet major emergencies and ensure the District's continued orderly operational and financial stability. This fund amount is identified in the District's annual budget document, or as amended during the fiscal year by the Governing Board.

Use of the Economic Stabilization Reserve is limited to the following circumstances:

- when a state of emergency is declared by the Governor of Florida or the President of the United States that impacts the region served by the District; or
- when the Governing Board determines through the adoption of a resolution that: (a) an emergency or other extreme circumstance has arisen that creates an unanticipated need for additional revenues that are not available through other funding sources; (b) the underlying condition directly impacts the citizens and/or environment within District boundaries; and (c) remedial action cannot wait until the next fiscal year. In the event of an emergency, the Executive Director or his/her designee may take necessary action as a time sensitive matter.

The Economic Stabilization Reserve shall not be appropriated for recurring expenditures or other expenditures that can be addressed through the normal budgeting process.

If funds are appropriated from the Economic Stabilization Reserve, the District shall make it a priority to replenish the minimum Economic Stabilization Reserve balance within the three fiscal years following the last year in which such funds were appropriated.

Operating Liquidity Reserve

The Operating Liquidity Reserve shall be reported in the District's fund level financial statements as Assigned Fund Balance in the General Fund and will be equal to a minimum of three months of the tentative operating expenditure budget. Operating expenditures for purposes of this calculation consist of Salaries and Benefits, Contractual Services, Operating Expenses, and Operating Capital Outlay, across the General Fund and Land Management Fund sources. This Liquidity Reserve is designed to ensure the ability to provide core services of the District until the initial property tax revenues distributions are available.

Darrell Smith, Interim Executive Director

Effective Date

MEMORANDUM

TO: Governing Board
FROM: Roary Snider, Chief of Staff
DATE: June 30, 2017
RE: Approval of Resolution No. 2017-08 for Release of 2017-2018 State Appropriations

RECOMMENDATION

Staff recommends the Governing Board approve Resolution No. 2017-08, requesting the release of \$6,505,119 in Legislative Appropriations from the Secretary of the Department of Environmental Protection (FDEP).

BACKGROUND

The Florida Legislature has included funding for the District in Chapter 2017-70, Laws of Florida, House Bill 2500, Fiscal Year 2017-18 General Appropriations Act as follows:

Line Item 1579	\$2,287,000 for Operations from General Revenue Fund
Line Item 1580	\$453,000 for Environmental Resource Permitting from General Revenue Fund
Line Item 1581	\$352,909 for Payment in Lieu of Taxes from General Revenue Fund
Line Item 1582	\$1,777,210 for Land Management from Land Acquisition Trust Fund
Line Item 1583	\$1,635,000 for Minimum Flows and Levels from Land Acquisition Trust Fund

The Legislature directed that these funds be administered by the Department of Environmental Protection and be made available for use by the District. Approval of the recommendation will enable staff to receive funds for Fiscal Year 2017-2018. Disbursement of these funds will be made based on a payment schedule agreed upon between the District and the Department.

CG/pf
Attachment

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
RESOLUTION NUMBER 2017-08**

**REQUEST TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE RELEASE OF
STATE APPROPRIATIONS
FISCAL YEAR 2017-2018**

WHEREAS, the District requested funds for operating expenditures and to implement the Environmental Resource Permitting program and the Minimum Flows and Levels program within the District; and

WHEREAS, Chapter 2017-70, Laws of Florida, Senate Bill 2500, General Appropriations Act Fiscal Year 2017-2018, Specific Appropriations 1579, 1580, 1581, 1582 and 1583, the Florida Legislature appropriated to the Suwannee River Water Management District two million two hundred eighty-seven thousand dollars (\$2,287,000) for operations; four hundred fifty-three thousand dollars (\$453,000) for Environmental Resource Permitting; three hundred fifty-two thousand nine hundred and nine dollars (\$352,909) for Payment in Lieu of Taxes from the General Revenue Fund; and one million seven hundred seventy-seven thousand two hundred ten dollars (\$1,777,210) for Land Management; and one million six hundred thirty-five thousand dollars (\$1,635,000) for the Minimum Flows and Levels program from Land Acquisition Trust Fund, and

WHEREAS, the operation funding is needed to implement the District's core mission and the Environmental Resource Permitting program and Minimum Flows and Levels program are included in the District's core mission, and

WHEREAS, Section 373.501, Florida Statutes, includes a process for disbursing the funds to the water management districts upon receipt of a resolution adopted by the Governing Board.

NOW THEREFORE, be it resolved that the Governing Board of the Suwannee River Water Management District hereby requests the Secretary of the Department of Environmental Protection to release, in accordance with a payment schedule agreed upon between the District and the Department, for expenditures incurred beginning October 1, 2017 through September 30, 2018, those funds designated by the Legislature pursuant to Chapter 2017-77, Laws of Florida, as listed below:

Line Item 1579	\$2,287,000 for Operations from General Revenue Fund
Line Item 1580	\$453,000 for Environmental Resource Permitting from General Revenue Fund
Line Item 1581	\$352,909 for Payment in Lieu of Taxes from General Revenue Fund

BE IT FURTHER RESOLVED that the Governing Board of the Suwannee River Water Management District hereby requests the Secretary of the Department of Environmental Protection to release, in a single lump-sum amount, for expenditures incurred beginning October 1, 2017 through September 30, 2018, those funds designated by the Legislature pursuant to Chapter 2017-66, Laws of Florida, as listed below:

Line Item 1582	\$1,777,210 for Land Management from Land Acquisition Trust Fund
----------------	--

Line Item 1583 \$1,635,000 for Minimum Flows & Levels from Land Acquisition Trust
Fund

BE IT FURTHER RESOLVED that these funds shall be subject to the requirements of Section 215.97, F.S., the Florida Single Audit Act.

BE IT FURTHER RESOLVED that these funds shall be subject to the requirements of Section 216.347, F.S. (Grant and Aids Lobbying Restriction); and

BE IT FURTHER RESOLVED that this resolution be transmitted to the Secretary of the Department; and

BE IT FURTHER RESOLVED that the Chairman of the Governing Board is authorized to affix his signature to this resolution on behalf of the Board and attested by its Secretary.

PASSED AND ADOPTED THIS 11th DAY of JULY, 2017.

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

MEMBERS OF THE BOARD:

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

ATTEST:

MEMORANDUM

TO: Governing Board
FROM: Roary E. Snider, Esq., Chief of Staff
DATE: June 30, 2017
RE: Consideration of Right of First Refusal and Amendment Request, Barrett 50 LLC, ACE Ranch Conservation Easement, Lafayette County

RECOMMENDATION

Staff requests Governing Board waive Right of First Refusal and approval of a conservation easement modification request on the Barrett 50 LLC ACE Ranch Conservation Easement, 681 acres +/-, Lafayette County.

BACKGROUND

The ACE Ranch Conservation Easement was purchased from Suwannee River Development, LLC on December 30, 2011. The Conservation Easement placed certain land use restrictions on the property.

The property was subsequently purchased from Suwannee River Development, LLC by Barrett 50, LLC on November 14, 2013 subject to the District's Conservation Easement.

In early 2014 District staff was made aware of noncompliance with the terms of the easement related to center pivot irrigation and conversion of forestry operations areas. The District issued a cease and desist notice on March 12, 2014.

On July 14th, 2015 Barrett 50, LLC and the District entered into a mediated agreement agreeing to a revision of the land use restrictions. The revisions removed significant areas within the 10-year floodplain from Farm Operations, allowed irrigation within a 419 AC +/- Farm Operations Area and required a payment of \$419,000 to the District. This agreement as extended has expired.

Mr. Frank Yong has a contract to purchase the property for \$2,133.62 per acre, to close no later than July 14th, 2017, contingent upon District approval of his request and waiver of its right of first refusal.

Approval of Mr. Yong's request would revise the land use restrictions as shown on the attachment, allow no more than two center pivot irrigation systems of 270 acres' total on the Ag Operations Area, reduce the allowed residences from three to two with a maximum square footage of 10,000 SF and require a payment of \$270,000 to the District. Cattle stocking rates will be limited to 1 Cow/Calf unit or 2 calves under 1 year of age per acre of improved pasture. All Best Management Practices must be followed. Mr. Yong is responsible for all costs related to

the request per District policy.

The Lands Committee reviewed this request at its June 13, 2017 meeting and voted to forward the recommendation to the Governing Board to waive the right of first refusal and approve the modification request.

The District is legally empowered to swap interests or rights in land pursuant to Section 373.089(4), Florida Statutes, which provides in pertinent part, "The governing board of a district may exchange lands, or interests or rights in lands, owned by ... the district for other lands, or interests or rights in lands, within the state owned by any person. The governing board shall fix the terms and conditions of any such exchange and may pay or receive any sum of money that the board considers necessary to equalize the values of exchanged properties." The proposed modification to the District's conservation easement is an exchange of interests or rights in land. Therefore, to approve the proposed modification, a motion should be made to fix the terms and conditions of the exchange as proposed and to determine that it is necessary for the District to receive the proposed sum of money to equalize the values of the exchanged interests or rights in lands.

/kr

Attachments

Land use allowed
under Original
Conservation
Easement



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
AO 20



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

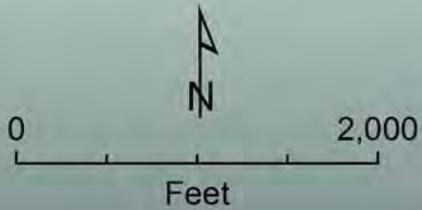
Land use allowed under
July 2015 Mediated Agreement

-  Ace Ranch Boundary
- Proposed Easement Terms**
-  Farm Operations - 419 AC +/-
-  Protected - 263 AC +/-
-  Existing Roads

Ace Ranch Conservation Easement Exhibit E

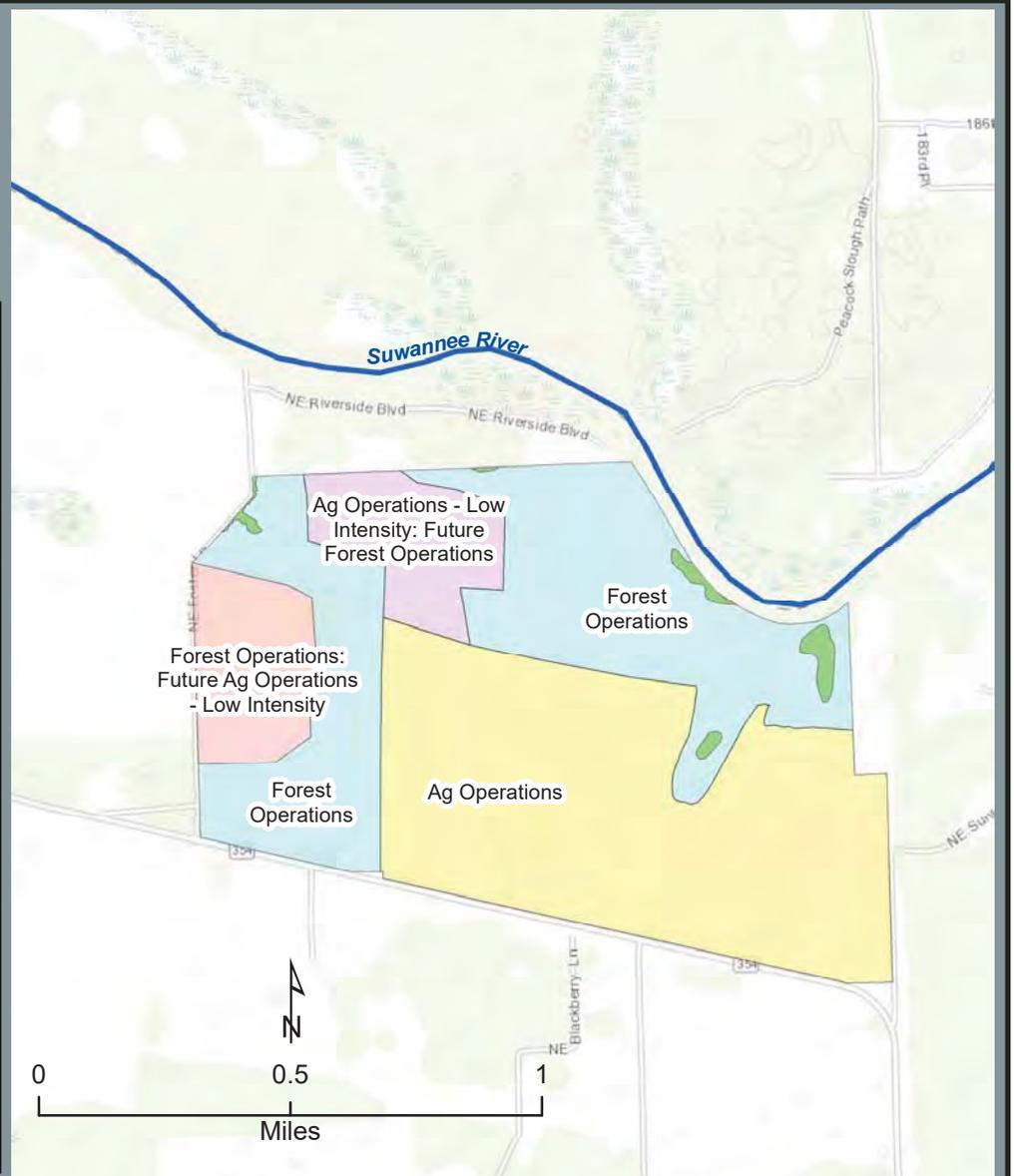
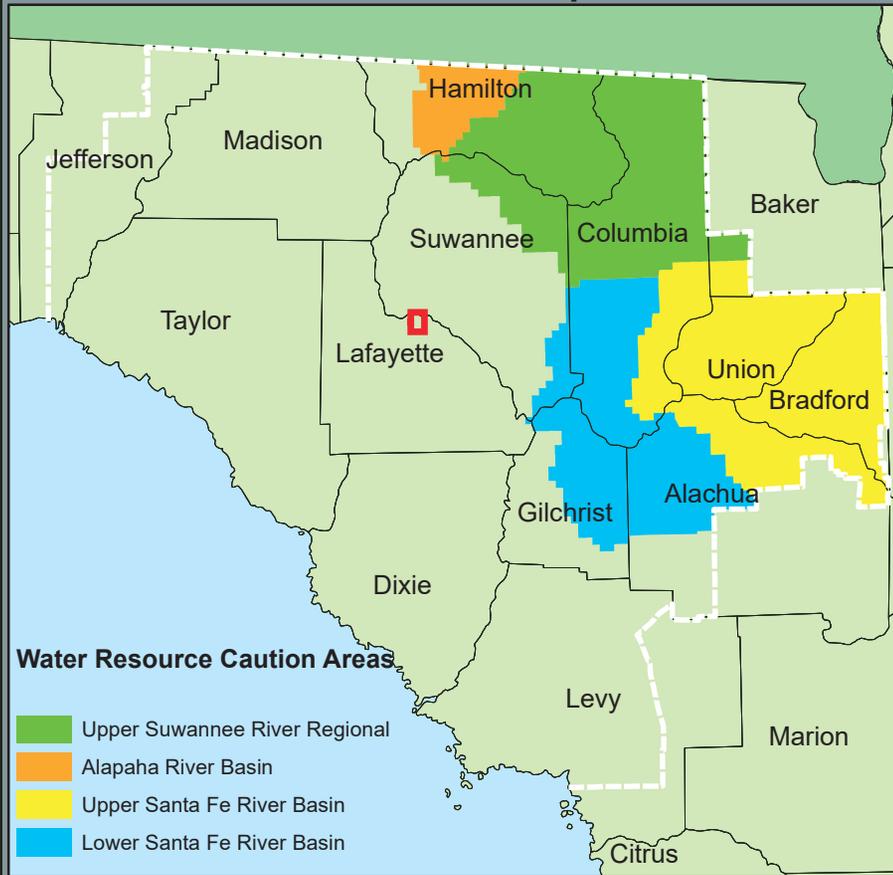
Lafayette

April 2015



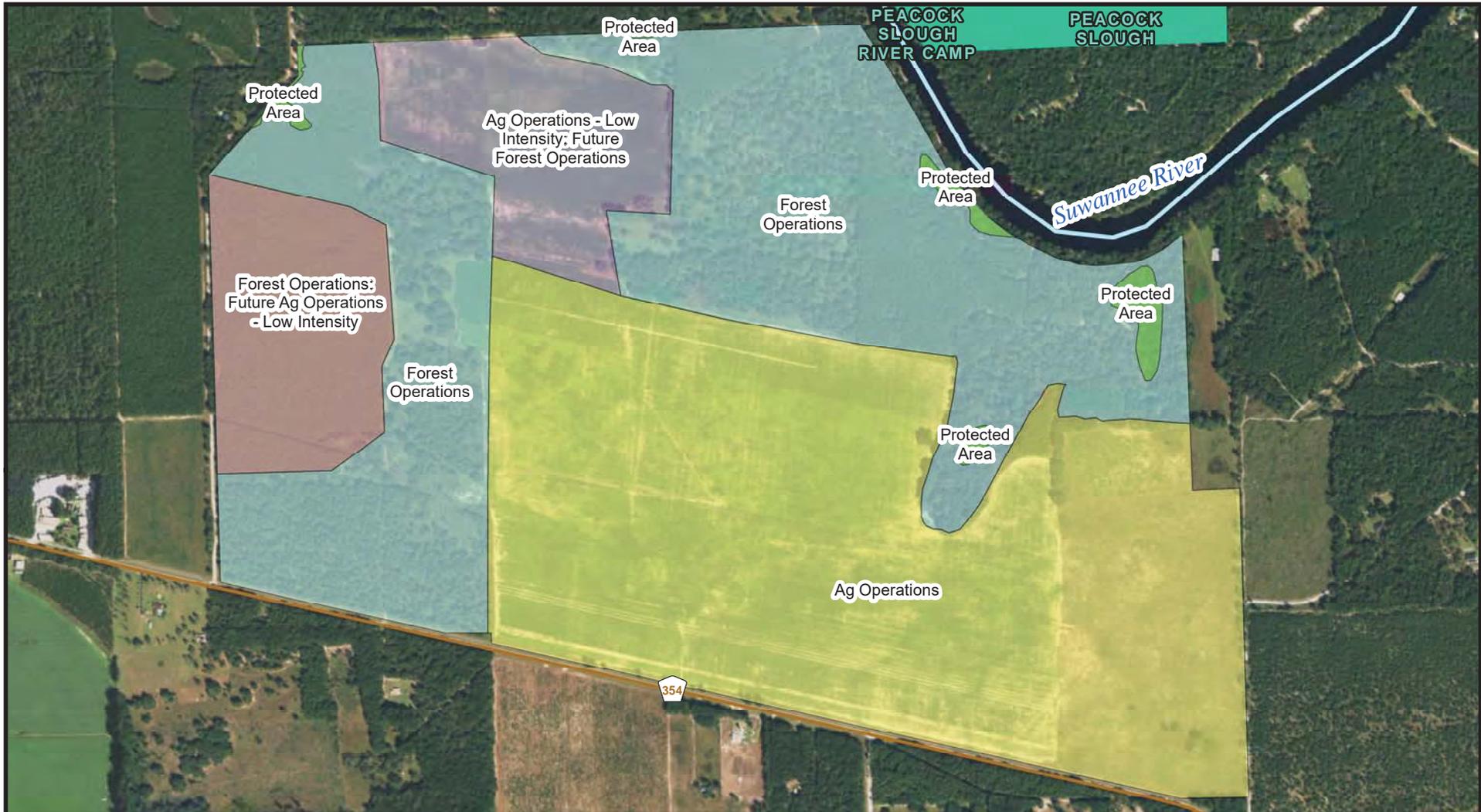
Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee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

**Barrett 50 LLC,
- ACE Ranch Conservation Easement,
681.66 Acres +/-
Consideration of Right of First Refusal
and Amendment Request
Lafayette County
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 6/8/2017

- Ag Operations - Low Intensity: Future Forest Operations
- Ag Operations
- Forest Operations
- Forest Operations: Future Ag Operations - Low Intensity
- Protected Area

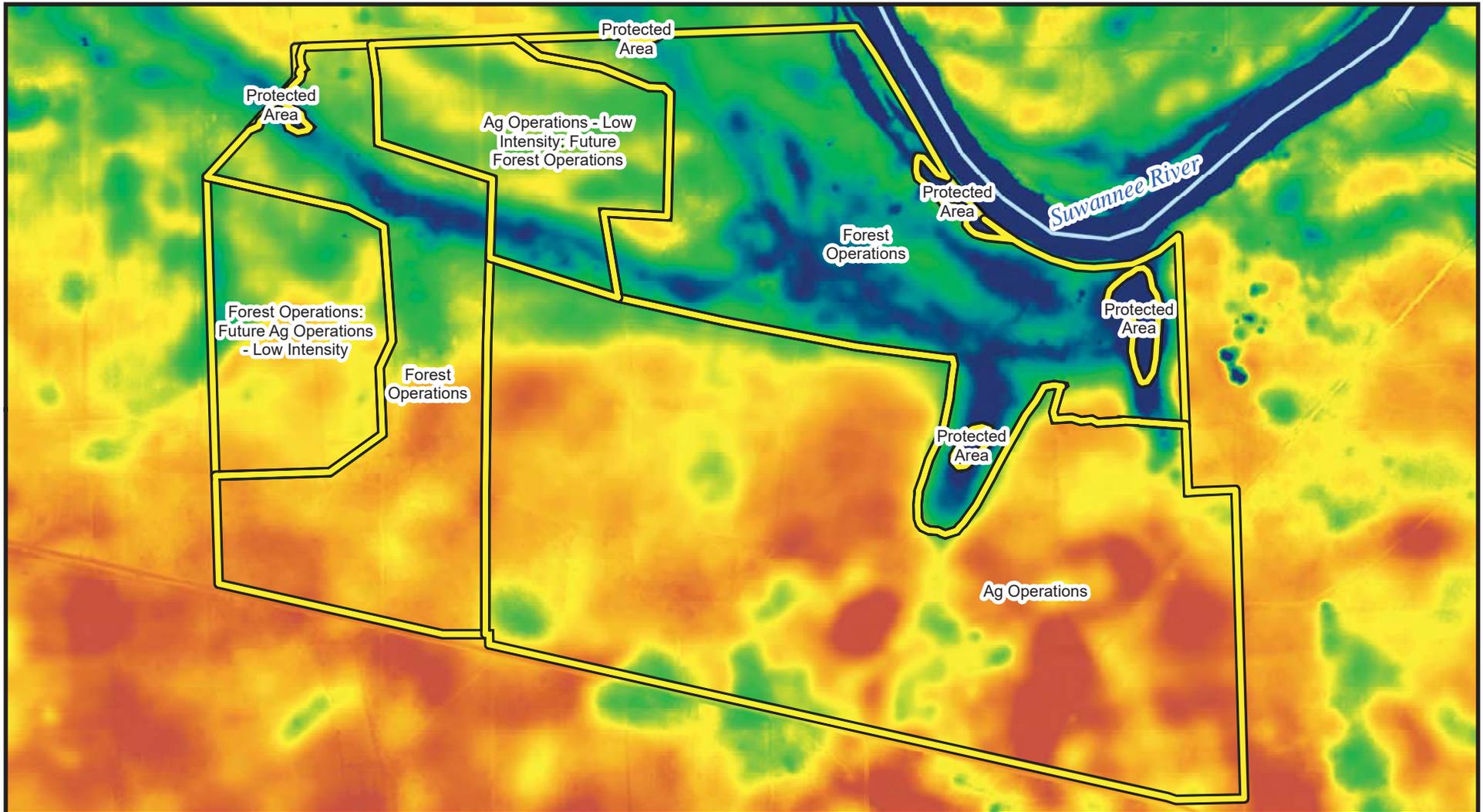


- Ag Operations - Low Intensity; Future Forest Operations
- Ag Operations
- Forest Operations
- Forest Operations: Future Ag Operations - Low Intensity
- Protected Area
- County Roads

- Rivers and Streams
- SRWMD Ownership

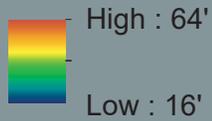
Barrett 50 LLC,
- ACE Ranch Conservation Easement,
681.66 Acres +/-
Consideration of Right of First Refusal
and Amendment Request
Lafayette County
Property Overview

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 6/8/2017



 Property Boundary

Land Surface Elevation



(Vertical Datum NAVD88-
Units US Feet)

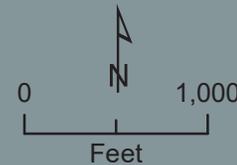
Note: Elevations displayed are
derived from LiDAR Data.

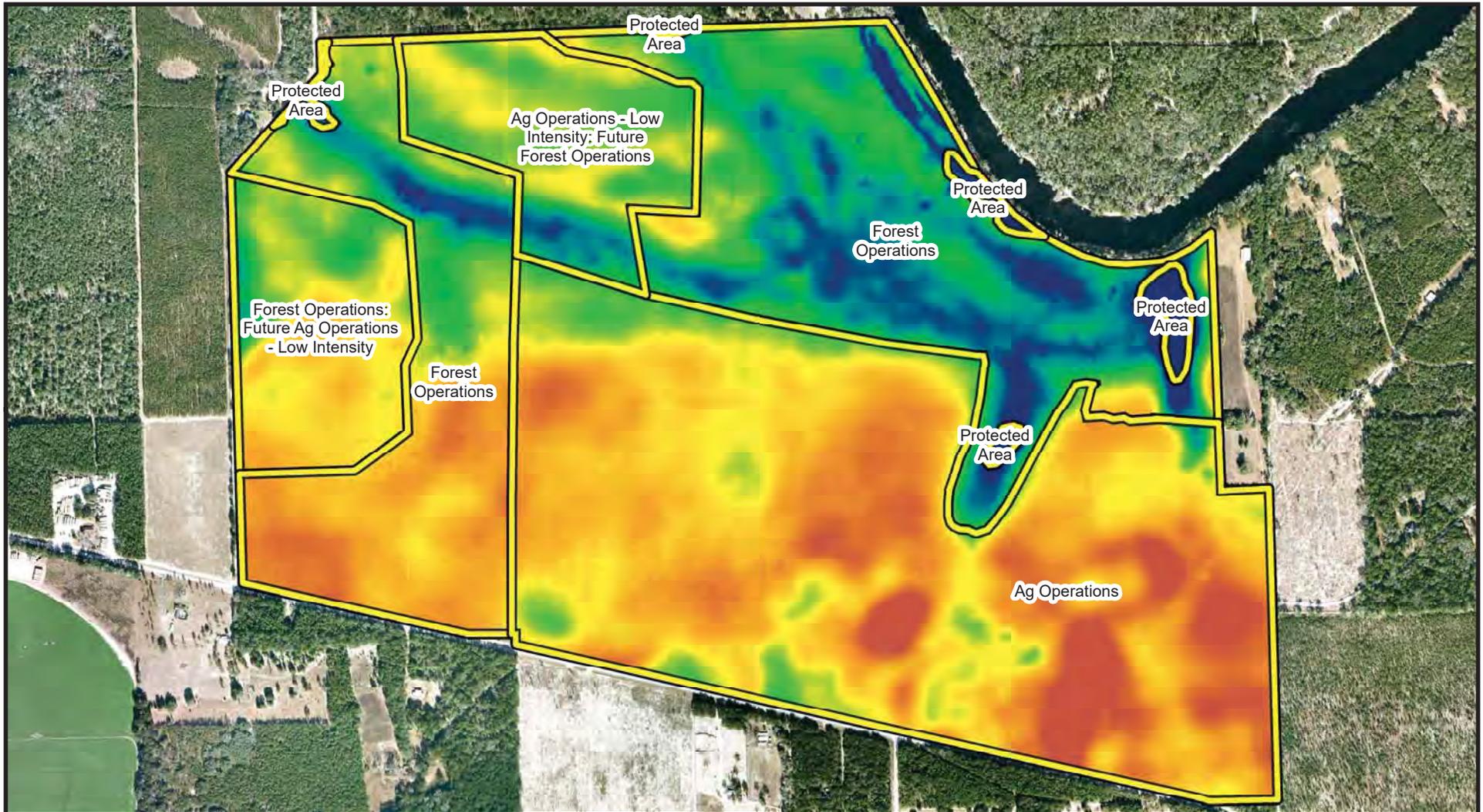


**Barrett 50 LLC,
- ACE Ranch Conservation Easement,
681.66 Acres +/-
Consideration of Right of First Refusal
and Amendment Request
Lafayette County
LiDAR Overview**



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 6/8/2017



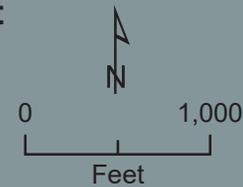


 Property Boundary
Land Surface Elevation
 High : 64'
 Low : 17'

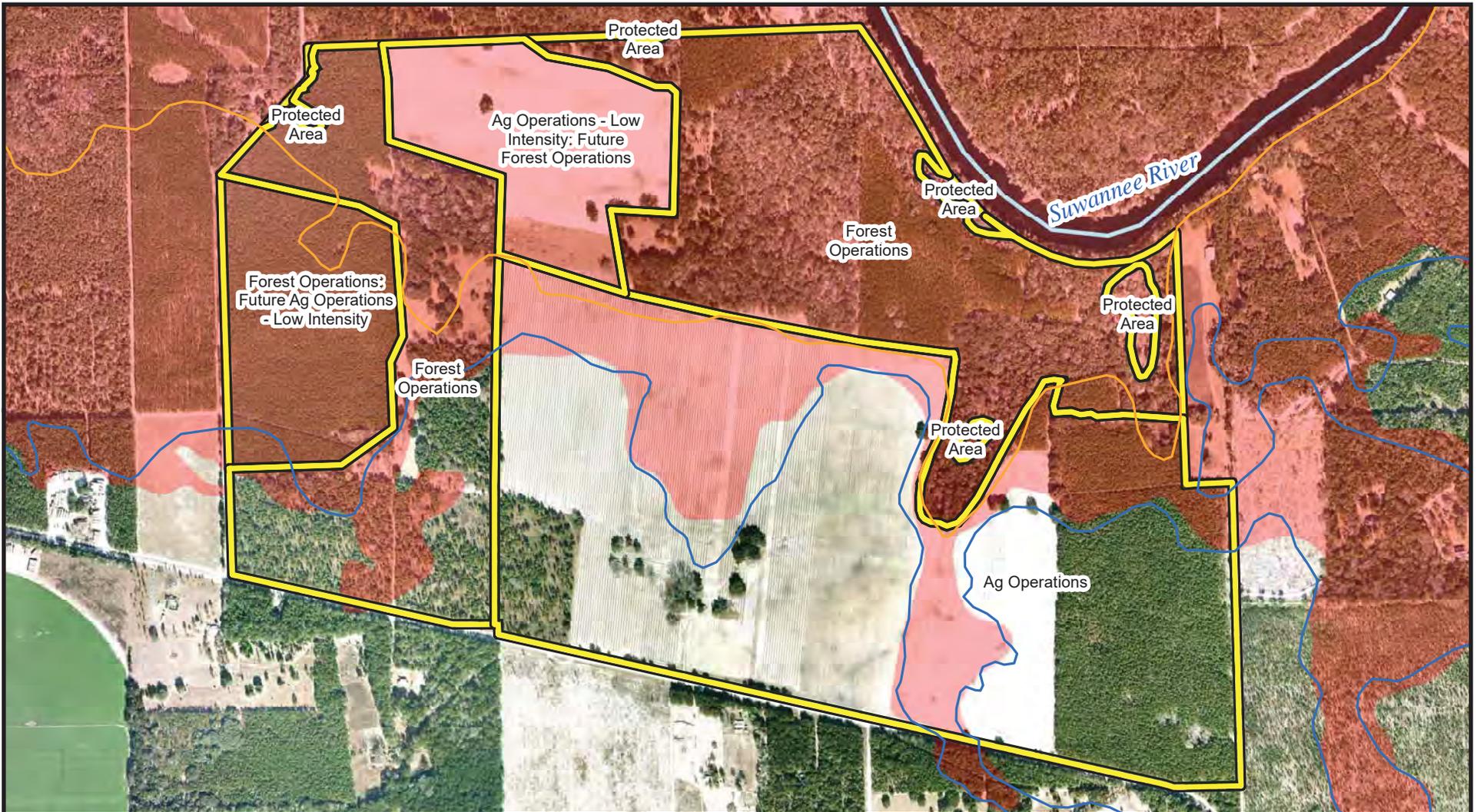
(Vertical Datum NAVD88-
 Units US Feet)
 Note: Elevations displayed are
 derived from LiDAR Data.



**Barrett 50 LLC,
 - ACE Ranch Conservation Easement,
 681.66 Acres +/-
 Consideration of Right of First Refusal
 and Amendment Request
 Lafayette County
 LiDAR DEM Property**



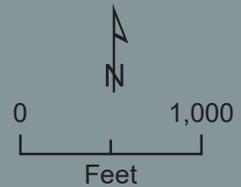
Note: This map was created by the
 Suwannee River Water Management District
 (SRWMD) to be used for planning purposes only.
 SRWMD shall not be held liable for any injury or
 damage caused by the use of data distributed as
 a public records request regardless of their use
 or application. SRWMD does 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 6/8/2017



-  Floodplain 10yr
-  Floodplain 100yr
-  Property Boundary
-  Rivers and Streams
-  Floodplain Protection - 64%



Barrett 50 LLC,
- ACE Ranch Conservation Easement,
681.66 Acres +/-
Consideration of Right of First Refusal
and Amendment Request
Lafayette County
Floodplain Protection



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 6/8/2017



May 31, 2017

Suwannee River Water Management District
Director of Department of Land
Acquisition and Management
92525 CR 49
Live Oak, FL 32060

VIA FACSIMILE: 904-362-1056
and EMAIL: Keith.Rowell@srwmd.org

Re: Contract for Sale between Frank Yong and Barrett 50, LLC (the "Contract")
Dated May 26, 2017

Dear Mr. Rowell:

As you are aware, the ACE Ranch is under Contract (the "property") and I represent Barrett 50, LLC. The Buyer would like to make the following amendments to the current Conservation Easement. As Barrett 50, LLC is the current landowner, Barrett 50, LLC is making the request for the following amendments. Of course, these requested changes would be addressed and incorporated into an Agreement at closing with the Buyer and would pertain to the property after closing with the Buyer.

1. Buyer does not need the forested only area that currently exists to change use. Buyer does want to thin the timber on the west side of the property and do a plantation cut and leave those trees until they need to be cut because they are dying. Buyer's intent is to allow cows to graze under the trees and let it grow into an old forest; and

2. It is also Buyer's intent not to cut any old live oak trees except for an estimated three or four trees to allow for a pivot on the south east side of the property. Buyer intends to trim some trees and clean up the undergrowth around the trees to again allow some grazing, but not any kind of intensive farming where the live oaks are located; and

3. Buyer plans to currently establish two pivots, the current illegal pivot, with an additional one to the south east side of the property. Buyer believes one would be 90 acres and, the other, 178 acres. In the winter, Buyer will grow oats and rye and graze cattle from year to year. Buyer does not currently know what he would farm in the spring, but Buyer would use BMP. Buyer could not currently use a third pivot but that could stay in the agreement; and

4. Buyer would need to install water troughs for cattle, estimated to be as many as ten, and would fence the cattle out of the pivots, the protected areas, and the river. Buyer could agree to a buffer area near the river; and

5. Buyer would need the cattle restrictions removed, but would not have more cattle than can be supported by the land. Buyer will have stocker cattle on the land, as well as mama cows. Buyer will use the property primarily as a ranch, and, as such, Buyer would need to build a cattle pen; and

6. Even though Buyer will have cattle, Buyer wants to game-fence the property and establish a deer population that can be hunted. Buyer intends to have a licensed preserve so Buyer can buy Florida deer to stock the property. Buyer will not have a commercial hunting operation, and will manage the herd appropriately; and

7. As Buyer is leaving the forest of about 130 acres and the oak trees, Buyer would agree to pay SRWMD a total settlement amount of \$270,000.00 payable at closing. Buyer would also be willing to relinquish one of the five acre homesites in the current Easement; and

8. Buyer assumes that with the pivots Buyer would be entitled to a 12-inch well and consumptive use permits. Buyer would like the pivots to be electric but has not had the chance to investigate whether that is feasible; and

9. The farm area other than the pivot and oaks, would be planted in pasture.

Thank you for your attention to this matter and please contact me if you have any questions regarding the foregoing.

Sincerely,



Diane E.H. Watson

pc: Barrett 50, LLC

Tommy Reeves <tomreeves@earthlink.net>

Jon Kohler Jon@jonkohler.com

Clay Schnitker <clay@dsrblaw.com>



May 31, 2017

Suwannee River Water Management District
Director of Department of Land
Acquisition and Management
92525 CR 49
Live Oak, FL 32060

VIA FACSIMILE: 904-362-1056
and EMAIL: Keith.Rowell@srwmd.org

Re: Contract for Sale between Frank Yong and Barrett 50, LLC (the "Contract")
Dated May 26, 2017

Dear Sir or Madam:

Enclosed or attached please find the above-referenced Contract between Mr. Yong and Barrett 50, LLC for the purchase of the Ace Ranch Property subject to the Conservation Easement recorded on September 16, 2010. Pursuant to Section 21 of the Conservation Easement, please find this as a request to waive either waive the Grantee's option and right of first refusal or purchase same as provided in the Conservation Easement.

Thank you for your attention to this matter and please contact me if you have any questions regarding the foregoing.

Sincerely,

Diane E.H. Watson

Enclosure (as stated)

pc: Barrett 50, LLC

Tommy Reeves <tomreeves@earthlink.net>

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

Inst:201034001474 Date:9/16/2010 Time:1:29 PM
Doc Stamp-Mort:10903.20 Int Tax:0.00
Brom DC, Ricky Lyons, Lafayette County Page 1 of 19

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made and entered into this 16th day of September, 2010, by and between **SUWANNEE RIVER DEVELOPMENT, LLC**, a Florida limited liability company, whose State of Florida, Division of Corporations Document Registration Number is L05000106960, having a mailing address of 405 SW 11th Street, Live Oak, Florida 32064 (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 Areas** are those areas within the Conservation Property, which the Grantor retains specific rights to the use thereof.
- D. **Forest Operations Areas/Silviculture** shall mean areas within which forest management and operations are permitted under the Management Plan set forth herein, which are shown in Exhibit "B".
- E. **Farm Operations Areas/Agriculture** shall mean areas within which farm management and operations are permitted under the Farm Plan set forth herein, which are shown in Exhibit "B".
- F. **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".
- G. **BMP** shall mean Best Management Practices

WITNESSETH:

WHEREAS, Grantor is the owner of the Conservation Property located in **Lafayette** County, Florida; and,

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), 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 shall be Special Use Areas, which Special Use Areas are still 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"). 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 Areas which damages fish, wildlife or other habitats.
- M. **Cutting Timber.** Cut or remove existing timber in the Protected Area and there shall be no conversion of the lands in the Protected Area. Grantor shall have complete timber rights in the Forest Operations Areas.
- 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.

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 the Conservation Property, provided that the Conservation Property may never be divided into more than two (2) parcels or tracts of land. 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 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. For the purposes of this subparagraph (1) only, a husband and his wife shall be considered as one individual.
- (2) 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) 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) 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) 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, also known as Shooting Houses, on the Conservation Property, but not in the Protected Area, which Deer Stands shall be primitive in nature and each may not exceed 100 square feet.
- C. Forest Operations/Silviculture.** Silviculture is permitted, but shall only be conducted on Forest Operations Areas as shown on Exhibit "B". Grantor may only establish, manage and harvest in the Forest Operations Areas. The Grantor may not convert this acreage to a more intensive use than conventional forestry activities would allow. Unless otherwise defined herein all Silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and consumer Services, Division of Forestry, 2008 Edition or such later edition as may then be in effect ("BMP Manual").
- D. Forest Management Plan.** A Management Plan shall be prepared by or on behalf of Grantor, its designees or successors within one year of recording of this Conservation Easement. Thereafter, Grantor and Grantee shall meet annually to review the previous

twelve (12) months of activity covered in the Management Plan as well as activities scheduled for the upcoming twelve (12) months. Grantor shall revise, if necessary, the Management Plan annually and submit it to the Grantee for approval. The Management Plan shall be in accordance with the BMP Manual for a twenty (20) year term. The Management Plan and future revisions thereto shall describe the current condition and desired future condition of the Conservation Property and shall delineate management actions to be undertaken during the succeeding twenty (20) year period. Every twenty (20) years, the Management Plan shall be revised, if necessary, and a new Management Plan shall be adopted for the next twenty (20) year period. In the event Grantor fails or refuses to submit an annual or twenty (20) year Management Plan, Grantee may develop and prepare a Management Plan and it shall be adopted and complied with by Grantor. Grantee shall have forty-five (45) days from the date of receipt to review the annual and twenty (20) year Management Plan and submit revisions to the Grantor. Grantor must incorporate those revisions, or otherwise correct the Management Plan to the extent necessary to insure that it fully and accurately reflects the provisions of the Easement. Should Grantee not respond to the submitted Management Plan within the forty-five (45) days, it will be presumed that Grantee has approved the Management Plan as submitted. The Management Plan shall specifically address: (a) wetland forest protection, prescribed burning, vegetation management and wildlife management, (b) hunting, (c) silviculture, (d) road use and maintenance, (e) recreational uses, (f) environmental issues, (g) water uses and control and (h) any other significant use of the Conservation Property.

- E. Farm Operations Area/Agriculture.** Agricultural activities are permitted, but shall only be conducted on Farm Operations Areas as shown on Exhibit "B". Grantor may only establish, manage and harvest on the Farm Operations Area. Unless otherwise defined herein all Agriculture operations shall be in compliance with the Conservation Management Plan. Grantor shall be able to keep and maintain existing pasture or may convert the pasture to other Farm Operations or to Forest Operations Area. The number of horses on Conservation Property shall not exceed 20 horses, or 1 horse per 10 acres of improved pasture, whichever is less. The number of cattle on the Conservation Property shall not exceed 200, or 1 cow/calf unit per 2 acres of improved pasture, whichever is less.

With the consent and approval of Grantee, which may not be unreasonably withheld and after being furnished with the specifications and location, Grantor shall be authorized to construct a high fence or fences around, through, or across the Conservation

Property, specifically for the purpose of enclosing and maintaining a legal and lawful deer preserve as licensed by the State of Florida, which shall be in conjunction with the BMP and only after the consent and approval of Grantee. With the consent of the Grantee and as set forth in the Management Plan, which shall specify the guidelines, requirements, and restrictions for hunting on the Conservation Property and in the deer preserves. So long as Grantor maintains a hunting preserve, Grantor may not keep and maintain on the Conservation Property, horses, cattle, or other livestock.

- F. **Conservation Management Plan.** A Conservation Management Plan shall be prepared by a certified Conservation Planner on behalf of Grantor, its designees or successors prior to the commencement of any new farming operations. Thereafter, Grantor and Grantee shall meet annually to review the previous twelve (12) months activity covered in the Conservation Management Plan as well as activities scheduled for the upcoming twelve (12) months. Grantor shall revise, if necessary, the Conservation Management Plan annually and submit it to the Grantee for approval. In the event the Grantor and Grantee do not agree on the Conservation Management Plan, the Grantor may not continue the farm operations until a Conservation Management Plan is acceptable to both parties. The Conservation Management Plan shall be in accordance with the United States Department of Agriculture, Natural Resource Conservation Service, Conservation Plan specifications.
- G. **Dwelling and Outbuildings.** Grantor shall have the right to construct and maintain three (3) single family dwellings ("New Dwelling" or "New Dwellings"), and three (3) appurtenant outbuildings ("Outbuildings") for storage and barn. The New Dwellings may be heated and air conditioned and 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. The combined total square footage of the New Dwellings and Outbuildings on two dwelling sites ("New Dwelling Sites") may not exceed 15,000 square feet. The New Dwelling Sites shall consist of a total of three five (5) acre sites located by the Grantor, the locations being subject to the Grantees written approval. The New Dwelling Sites may not be located in the Protected Areas.

Grantor shall have the right to construct and maintain recreational facilities specifically only designed for youth and scouting purposes, whether public or private. The design, size, location and intended purposes subject to the Grantees written approval. Grantor may use the Conservation Property for hiking, camping, swimming,

scuba diving, canoeing, orienteering, hunting or other lawful activities that would allow access in or through protected areas, so long as such use does not harm the value, character and ecological integrity of the Conservation Property. Such activities shall be for the purpose of promoting youth outdoor skills, knowledge, and interaction with the environment native to North Florida.

- H. **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.
3. **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.
4. **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.
5. **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.
6. **CONTROLLED BURNING.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct controlled burning on the Conservation Property, 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.

7. **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.
8. **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.
9. **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.
10. **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.
11. **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: Suwannee River Development, LLC
J. Brent Wainwright
405 SW 11th Street
Live Oak, Florida 32064
Telephone: (386) 590-6783
Facsimile: (386) 362-6954

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.

12. **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.
13. **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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.

19. **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.
20. **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.
21. **FIRST RIGHT OF REFUSAL.** In the event Grantor/Optionor desires to sell or transfer all or any portion of the Conservation 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 applicable portion of the Conservation Property of Grantor/Optionor. 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 Gantee/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 bonifide 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 applicable portion of the Conservation Property or Adjacent Property to a third party under the agreed terms and conditions failing which Grantor/Optionor shall again be required to offer the applicable portion of the Conservation Property and Adjacent 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.

22. **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.

23. **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, 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.

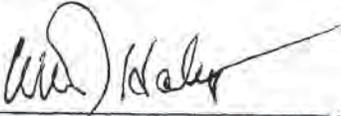
- I. Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed in favor of the grant to affect the purpose of this Conservation Easement and the policy and purpose of Section 704.06, Florida Statutes (2009). If any provision in this instrument 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.

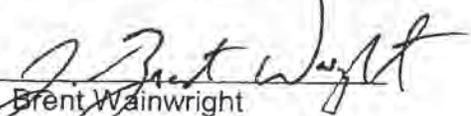
Signed, sealed and delivered in the presence of:

GRANTOR:

SUWANNEE RIVER DEVELOPMENT, LLC, a Florida limited liability company


 Print Name: William H. Hales


 Print Name: Terry E. Demott

By: 
 J. Brent Wainwright
 Manager

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 16th day of September, 2010, by J. Brent Wainwright, as Manager, of Suwannee River Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me, or whom produced Florida Driver's License, as identification.

NOTARY PUBLIC-STATE OF FLORIDA

 Debbie G. Moore
 Commission # DD865984
 Expires: MAR. 16, 2013
 BONDED THRU ATLANTIC BONDING CO., INC.

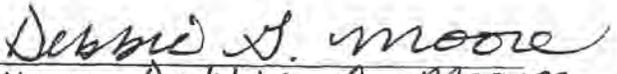

 Print Name: Debbie G. Moore
 Notary Public, State of Florida

EXHIBIT "A"

TOWNSHIP 4 SOUTH, RANGE 12 EAST

SECTION 29: The South 200 feet of U.S. Government Lot 6.

SECTION 30: The South 200 feet of the E $\frac{1}{2}$ of U.S. Government Lot 6,
LESS the West 50 feet thereof.

SECTION 31: That part of the E $\frac{3}{4}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$, lying North of State Road No. 354,

AND

That part of the E $\frac{3}{4}$ of NE $\frac{1}{4}$, lying East of the East right of way line of Northeast Foster Lane, as shown on the Plat of Riverside Estates, as recorded in Plat Book A, page 29, of the public records of Lafayette County, Florida.

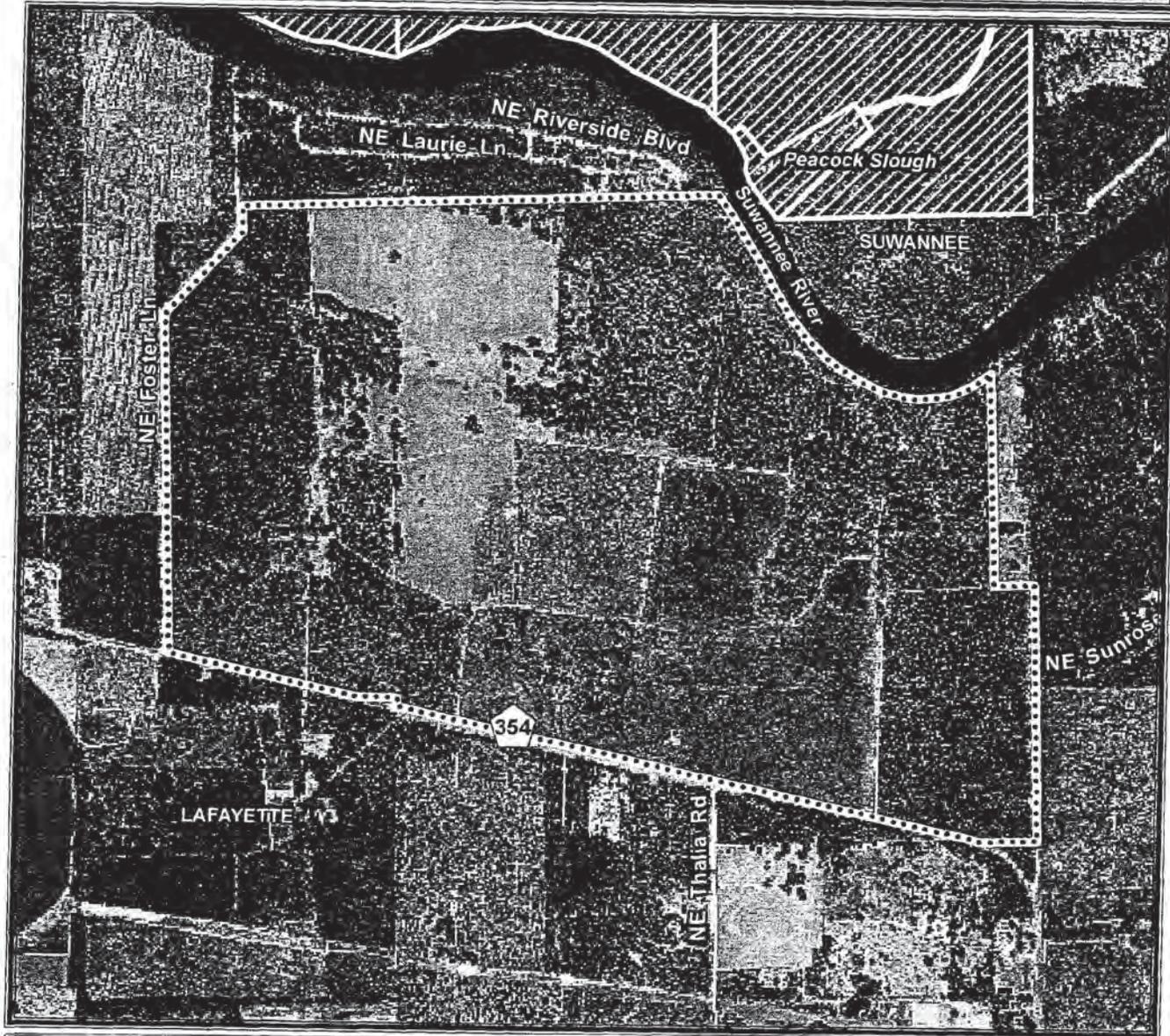
SECTION 32: All those parts of Government Lots 2, 3, 4, 5, 6 and 7, lying North of County Road No. 354

LESS AND EXCEPT the East 60 feet of the North 2410.59 feet of said Government Lot 7.

ALSO LESS AND EXCEPT a parcel of land situated in said Government Lot 2, being more particularly described as follows:

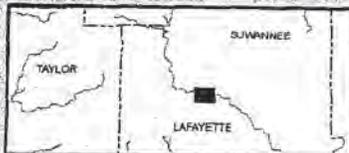
For Point of Beginning, Commence at the Southeast corner of said Government Lot 2, thence S 88°26'28" W along the South line of said Government Lot 2, 315.00 feet; thence N 03°26'32" W, 1426.73 feet to the Southerly ordinary high water line/high bank of the Suwannee River; thence run Northeasterly along said Southerly ordinary high water line/high bank, 496 feet more or less to the East line of said Section 32 to a point that bears N 01°08'57" W from the Point of Beginning; thence S 01°08'57" E along said East line, 1667.07 feet to the Point of Beginning.

Suwannee River Development LLC - Ace Ranch CE



-  Property Boundary
-  SRWMD Lands

Exhibit A Lafayette County, FL



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (L&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of L&M at 1-386-360-1001, DISADM@LAF1TDM07.

PM: TD
 CR: GH
 PD: 12/31/09

Suwannee River Development LLC - Ace Ranch CE



- Forest Operations (FO)**
/Silviculture Areas
- Farm Operations (FOA)**
/Agriculture Areas
- Protected Areas (PA)**
- SRWMD Lands**

Exhibit B

Lafayette County, FL

NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (L&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of L&M at 1-385-382-1001, GISADMIN@LAF1T8WNT7

FW: TD
GIS: GH
PO:12/01/09

DRAFT CE TO BE PROVIDED BY FRANK YONG'S ATTORNEY

DRAFT AGREEMENT TO BE PROVIDED BY FRANK YONG'S ATTORNEY

MEMORANDUM

TO: Governing Board
FROM: Roary E. Snider, Esq., Chief of Staff
DATE: June 30, 2017
RE: Consideration of Consent and Approval Agreement with City First Mortgage and HelpCo Financial, Walker Springs Conservation Easement, Jefferson County

RECOMMENDATION

Staff requests Governing Board approve a Consent and Approval Agreement with City First Mortgage and HelpCo Financial, owners of the Walker Springs Conservation Easement, 167.14 acres +/-, Jefferson County.

BACKGROUND

The Walker Springs Conservation Easement was purchased on December 30, 2011. 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. One to City First Mortgage Corp on the 84.32-acre parcel and another to HelpCo Financial Services, Inc. on the remainder of the conservation easement.

In May of 2015 City First and HelpCo. received title to the 84.32-acre parcel and remainder parcel respectively through foreclosure proceedings effectively subdividing the parcel.

In June of 2016 City First through their counsel formally requested that the District waive it's right of first refusal and agree to allow the sale of the 84.32-acre parcel via execution of a Consent and Approval Agreement.

At its July 12th, 2016 meeting the Lands Committee approved the staff recommendation to waive the Districts right of first refusal, and approved the consent and approval subject to City First and HelpCo's mutual consent. City First and HelpCo were not able to reach an agreement and entered mediation together with the District. All parties executed the attached mediation agreement in October of 2016.

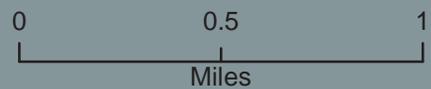
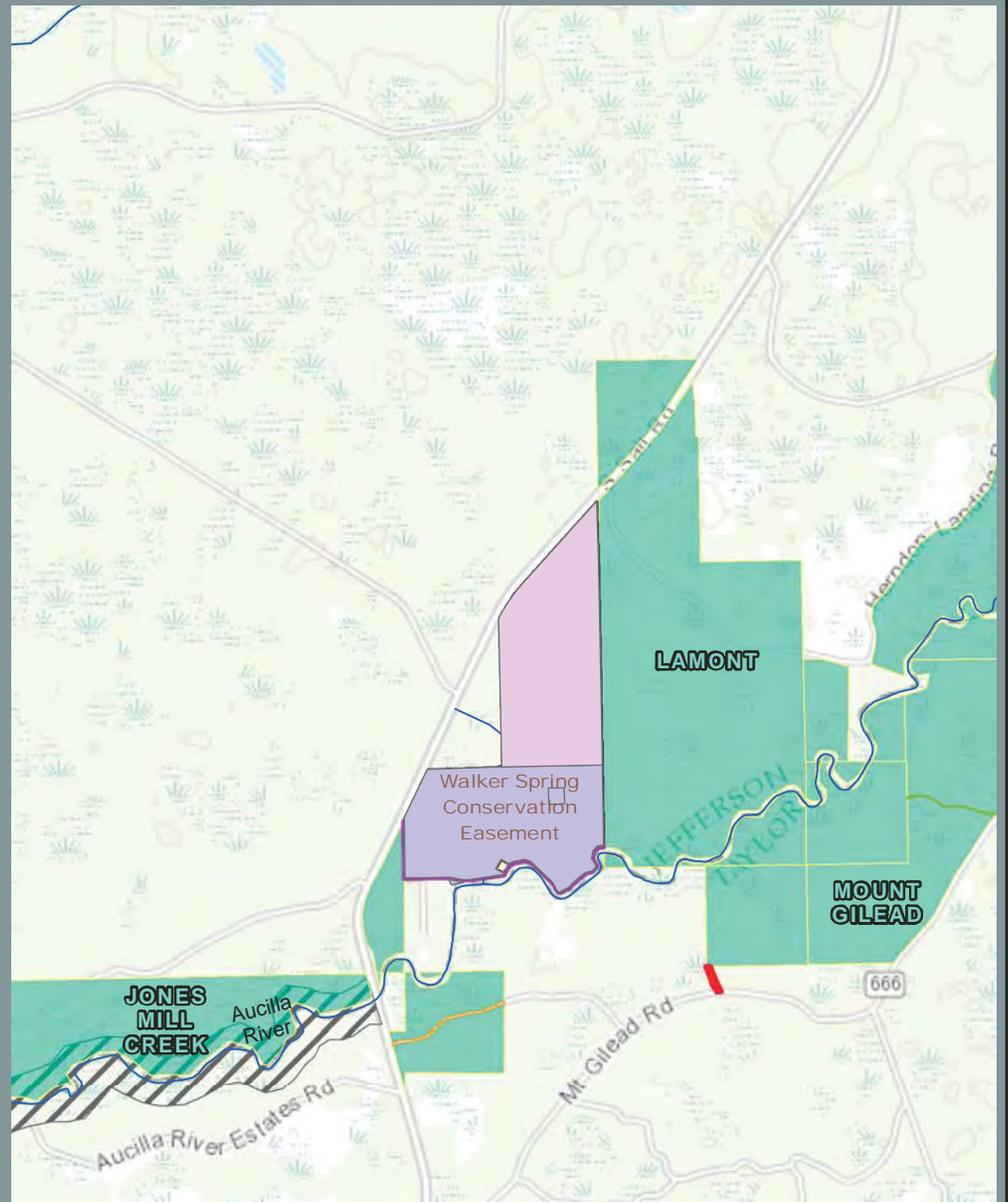
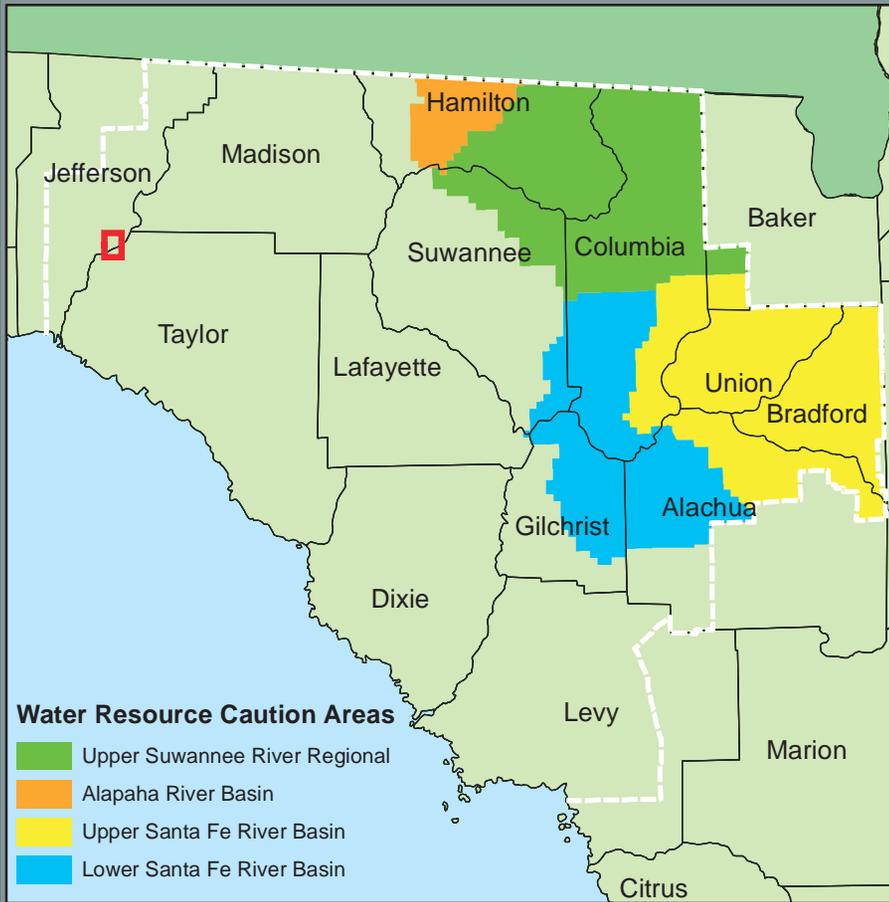
City First and HelpCo have now executed a Consent and Approval Agreement that will allow the sale of the property as divided through foreclosure subject to the Districts Conservation Easement and Right of First Refusal. This agreement has the effect of terminating the mediated agreement.

The Lands Committee reviewed this request at its June 13, 2017 meeting and voted to forward a recommendation for approval of the agreement to the Governing Board.

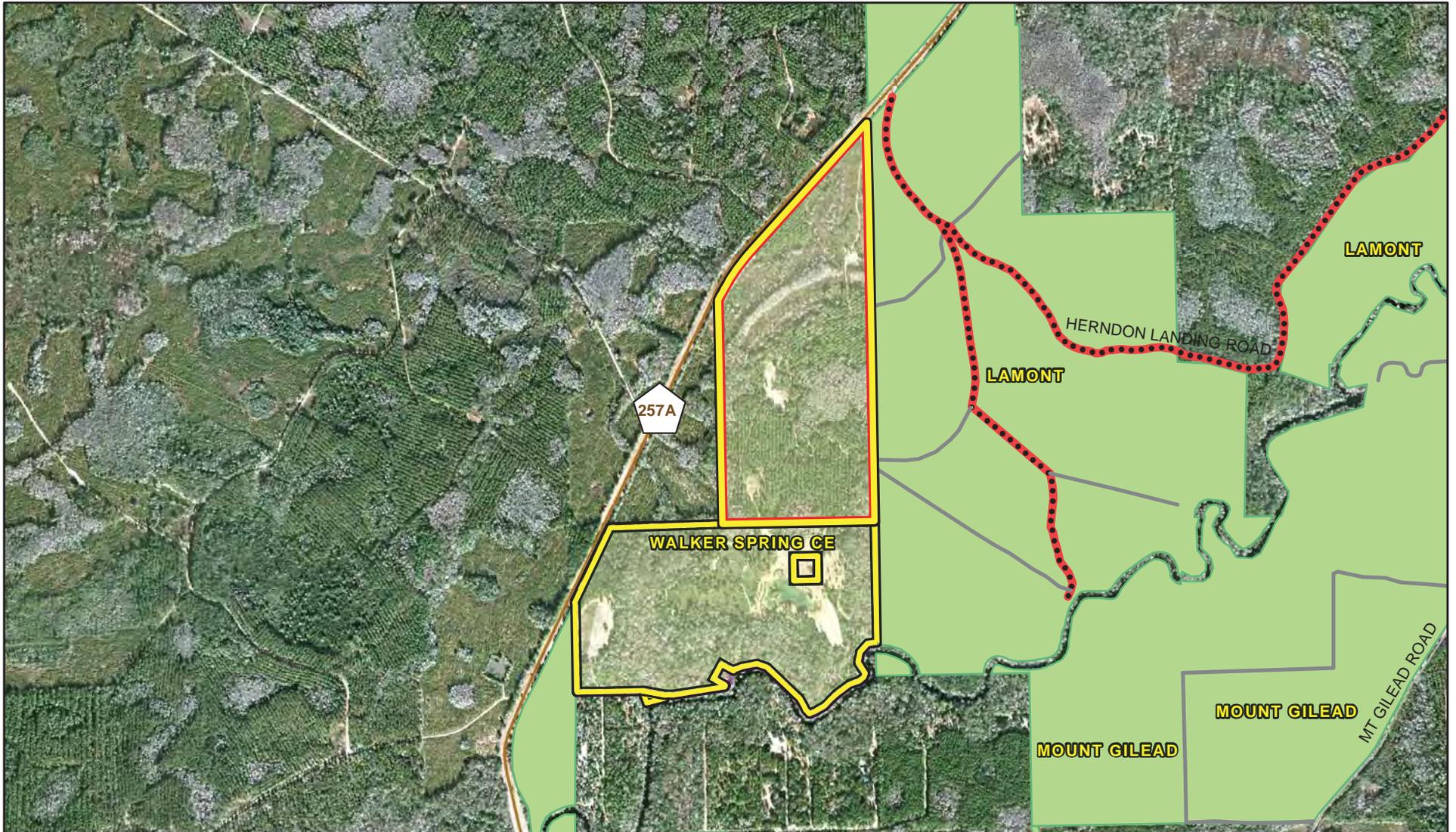
/kr

Attachments

Walker Springs Conservation Easement Consent and Approval Request Location Map

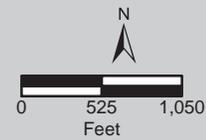


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 6/8/2017



Walker Springs Conservation Easement
Consent and Approval Request
Location Map

-  Walker_Springs_HELPCO_Financial_Parcel
-  Walker_Springs_City_First_Parcel



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 on 11/22/2016

CITY FIRST MORTGAGE CORP.

- v -

HELPCO FINANCIAL SERVICES, INC.

and

**SUWANNEE RIVER WATER MANAGEMENT
DISTRICT.**

MEDIATED SETTLEMENT AGREEMENT

The parties hereto agree to the following terms:

1. City First Mortgage Corp. ("City") and Helpco Financial Services, Inc. ("Helpco") will promptly enter into a joint listing agreement for the sale of the South Parcel of the Walker Springs Property owned by City ("South Parcel") and the North Parcel of the Walker Springs Property owned by Helpco ("North Parcel") as a single parcel for a minimum initial listing price of \$550,000 under a listing for 12 months with John Koehler. If the property does not sell within 6 months, the listing price will be reduced to \$500,000.
2. If a buyer submits an offer to buy the property for cash within the first six months of the listing for a price in excess of \$500,000 (i.e., "strike price") and either City or Helpco is willing to accept the offer, the other agrees it will also accept the offer.
3. If the buyer submits an offer to buy the property for cash within the second six months of the listing for a strike price in excess of \$450,000 and either City or Helpco is willing to accept the offer, the other agrees it will also accept the offer.
4. In any event, City and Helpco may jointly agree to a sales price below the applicable strike price, but only if both agree.
5. If the property is sold during the 12-month period from the initial listing, City will be entitled to 65% of the net sales proceeds, and Helpco will be entitled to 35% of the net sales proceeds.
6. If the property is not sold within 12 months, the parties revert to their present legal rights, claims, and positions as to whether the property can be sold in separate parcels (City's position) or can only be sold as a single parcel (Helpco's position).

7. City and Helpco each agree to pay 50% of an amount not exceeding \$5000 for Johnny Driggers to clean up the property (excluding the cabin on the South Parcel) by mowing, grading the roads and/or pond maintenance.
8. Subject to approval of its governing board, Suwanee River Water Management District agrees not to take any further action to clarify the rights of City and Helpco under the Conservation Easement applicable to both parcels for the 12-month period contemplated by this agreement, and undersigned counsel for the district agrees to recommend approval of this agreement.
9. This agreement may be signed in counterparts transmitted to the mediator by facsimile at (904) 398-7073 or e-mail at tes@bledsoejacobson.com.

THE REMAINDER OF THIS PAGE IS BLANK

Dated: 10/25/16

CITY FIRST MORTGAGE CORP.

By: [Signature]
Andrew F. Decker
Its VP

authorized representative

[Signature]

Andrew J. Decker, IV, Esq.
The Decker Law Firm, P.A.
202 West Duval Street
Lake City, Florida 32055
Atty. for City First Mortgage Corp.

HELPCO FINANCIAL SERVICES, INC.

By: [Signature]
EDWARD E. COHEN
Its President

[Signature]

Marika C. Sevin, Atty. at Law
Quintairos, Prieto, Wood & Boyer, P.A.
One Independent Drive, Suite 2902
Jacksonville, Florida 32202-5022
Atty. for HELPCO Financial Services

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: [Signature]
Tom Reeves, Esq.

Davis, Schnitker, Reeves & Browning, P.A.
P. O. Box 652
Madison, Florida 32341-0652
Atty. for Suwannee River Water Management District

[Signature]
Terrance E. Schmidt, Mediator
501 Riverside Avenue
Suite 903
Jacksonville, Florida 32202

Prepared by:
Moshe Rubinstein Law Firm, P.A.

CONSENT AND APPROVAL

THIS CONSENT AND APPROVAL (“CONSENT AND APPROVAL”) is made and entered into this _____ day of _____, 2017, by and between **CITY FIRST MORTGAGE CORP.**, a Florida corporation (“CITY FIRST”), **HELPCO FINANCIAL SERVICES, INC.**, a Florida corporation (“HELPCO”) 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”) which was 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 located in Jefferson County, Florida and described in the CONSERVATION EASEMENT; and,

WHEREAS, since the recording of the CONSERVATION EASEMENT, HELPCO has acquired fee title to a certain parcel of real property (the “HELPCO PROPERTY”) located in Jefferson County, Florida by virtue of and as described in that certain certificate of title (the “HELPCO CERTIFICATE OF TITLE”) recorded in the public records of Jefferson County, Florida on July 5, 2016, at O.R. Book 722, Page 302; and,

WHEREAS, since the recording of the CONSERVATION EASEMENT, CITY FIRST has acquired fee title to a certain parcel of real property (the "CITY FIRST PROPERTY") located in Jefferson County, Florida by virtue of and as described in that certain certificate of title (the "CITY FIRST 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, the HELPCO PROPERTY is a portion of the CONSERVATION PROPERTY and the CITY FIRST PROPERTY is the remainder of the CONSERVATION PROPERTY; and,

WHEREAS, the CONSERVATION EASEMENT contains certain restrictions on the division of the CONSERVATION PROPERTY; 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.
2. The DISTRICT hereby approves the division of CONSERVATION PROPERTY into the CITY FIRST PROPERTY owned by CITY FIRST and its heirs and assigns and the HELPCO PROPERTY owned by HELPCO and its heirs and assigns and declares that such division is not a violation of the CONSERVATION EASEMENT. The CITY FIRST PROPERTY may hereafter be sold, resold, conveyed and reconveyed as a separate parcel of real property without violating the terms of the CONSERVATION EASEMENT but may not be

further divided except as expressly provided in the CONSERVATION EASEMENT. The HELPCO PROPERTY may hereafter be sold, resold, conveyed and reconveyed as a separate parcel of real property without violating the terms of the CONSERVATION EASEMENT but may not be further divided except as expressly provided in the CONSERVATION EASEMENT.

3. The CONSERVATION EASEMENT prohibits the construction of new dwellings and/or buildings on the CONSERVATION PROPERTY, except that in Section 2(C), of the CONSERVATION EASEMENT a limited right to construct new dwellings and/or buildings is given for the Special Use Areas as set out on Exhibit "B" to the CONSERVATION EASEMENT. The Special Use Areas are all located on the CITY FIRST PROPERTY. Therefore, only CITY FIRST may utilize the provisions of Section 2(C), of the CONSERVATION EASEMENT. This paragraph is not intended to be an amendment of the CONSERVATION EASEMENT but to clarify the terms thereof to be consistent with the understanding of the parties.

4. 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. Without limiting the foregoing, the parties specifically agree that the DISTRICT's right of first refusal provided in the CONSERVATION EASEMENT applies to the CITY FIRST PROPERTY and all future sales and conveyances thereof.

5. Except as may be expressly set out herein, all terms and conditions of the CONSERVATION EASEMENT are hereby ratified and confirmed, encumber the HELPCO PROPERTY and are binding on HELPCO, and its successors and assigns. Without limiting the foregoing, the parties specifically agree that the DISTRICT's right of first refusal provided in the

CONSERVATION EASEMENT applies to the HELPCO PROPERTY and all future sales and conveyances thereof.

8. This CONSENT AND APPROVAL is made and given to be recorded and thereby establish, of record, the factual matters set forth herein.

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

City First Mortgage Corp.,
a Florida Corporation

Signed, Sealed, and Delivered
in the presence of:

[Signature]
By Stephen Fiske
Its PRESIDENT

[Signature]
Print Name: Andy Fiske
[Signature]
Print Name: Julia Merlos

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5th day of June 2017 by STEPHEN FISKE, as PRESIDENT of CITY FIRST MORTGAGE CORP., a Florida Corporation who is [] personally known to me or who [] produced _____ as identification.



[Signature]
Print Name: _____
Notary Public

Helpco Financial Services, Inc.,
a Florida Corporation

Signed, Sealed, and Delivered
in the presence of:

[Signature]
By _____
Its President

Print Name: EDUARDE COHEN

Print Name: _____

STATE OF New York
COUNTY OF Chautauque

The foregoing instrument was acknowledged before me this 5th day of June 2017 by Edward Cohen, as President of HELPCO FINANCIAL SERVICES, INC., a Florida Corporation who is [] personally known to me or who [] produced _____ as identification.

[Signature]
Print Name: Rindy S. Barmore
Notary Public

RINDY S. BARMORE
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN CHAUTAUGUA COUNTY
REG. NO. 4994270
MY COMM. EXPIRES 3/18

Suwannee River Water Management District,
a Florida Chapter 373 Water Management District

Signed, Sealed, and Delivered
in the presence of:

By _____

Print Name: _____

Its _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2017 by
_____, as _____ of SUWANNEE RIVER WATER
MANAGEMENT DISTRICT, a Florida Chapter 373 Water Management District who is [] personally
known to me or who [] produced _____ as identification.

Print Name: _____

Notary Public

MEMORANDUM

TO: Governing Board
FROM: Roary E. Snider, Esq., Chief of Staff
DATE: June 30, 2017
RE: Consideration of Revision to Conveyance Terms and Interlocal Agreement with Taylor County Hampton Springs Tract

RECOMMENDATION

Staff requests Governing Board approval of the Revision to Conveyance Terms and Interlocal Agreement with Taylor County related to the Hampton Springs Tract, 248 Acres +/-, Taylor County.

BACKGROUND

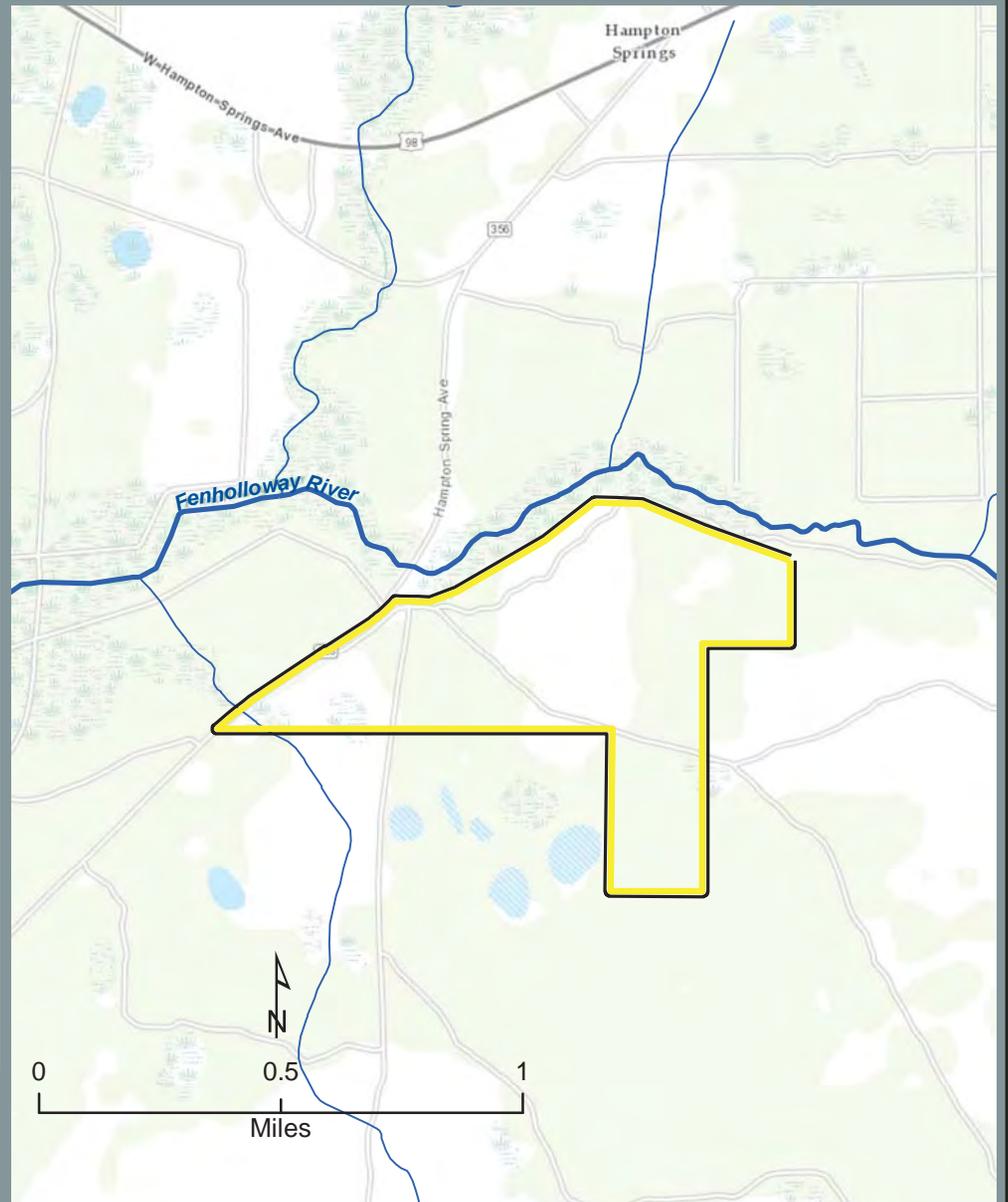
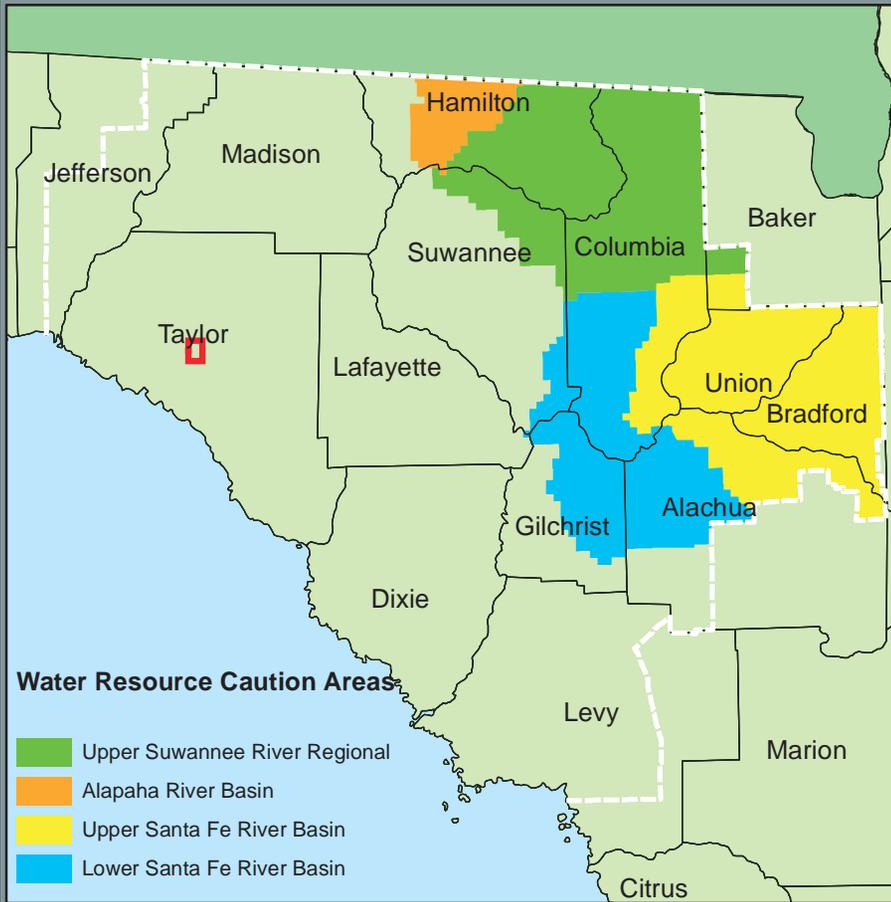
In September of 2014 the District entered into an interlocal agreement with Taylor County to convey the remaining 248 acres of the Hampton Springs Tract (Perry Sprayfield) to Taylor County. The interlocal agreement specifies that the District should retain all Payments In Lieu of Taxes (PILT) payments for 10 years as consideration for the property.

Taylor County and District staff are requesting approval to terminate the interlocal agreement in exchange for additional deed restrictions to allow only passive recreation and equestrian activities on the Hampton Springs Tract and an agreement for the District to install, operate and maintain a groundwater level monitoring well and related equipment on County property.

The Lands Committee reviewed this request at its June 13, 2017 meeting and voted to forward a recommendation to the Governing Board for Approval of the Revision to Conveyance Terms and Interlocal Agreement with Taylor County.

/kr
Attachments

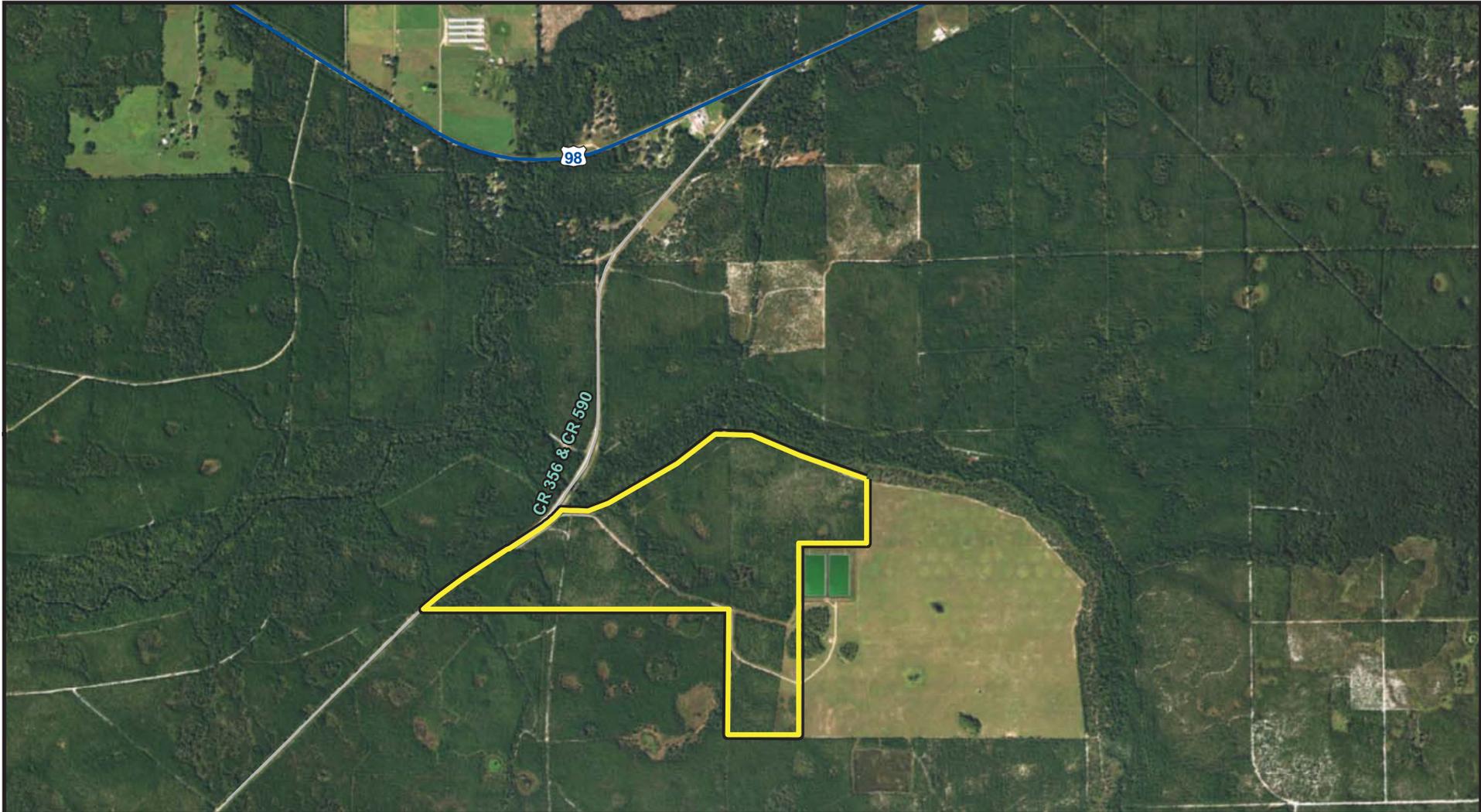
Taylor County Hampton Springs Road Tract Revision to Conveyance Terms Location Map



 Taylor County Hampton Springs Road Tract 248 Ac +/-

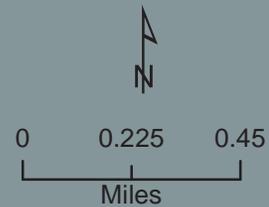


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 6/5/2017



Taylor County Hampton Springs Road Tract Revision to Conveyance Terms Property Overview

 Taylor Co. Hampton Springs Rd Tract 248 AC +/-



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 6/5/2017

INTERLOCAL AGREEMENT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
TAYLOR COUNTY, FLORIDA

This Interlocal Agreement is made and entered into this 9th day of September, 2014, by and between the Suwannee River Water Management District, a Florida water management district created and operating under Ch. 373, Florida Statutes, (hereinafter called the "DISTRICT"), and Taylor County, a political subdivision of the State of Florida (hereinafter called the "COUNTY"), (all of the foregoing may be collectively called the "PARTIES"), and pursuant to Section 163.01, Florida Statutes, and the PARTIES agree as follows:

WITNESSETH:

WHEREAS, the DISTRICT is a Florida water management district created and operating under Ch. 373, Florida Statutes; and,

WHEREAS, the COUNTY is a political subdivision of the State of Florida and a charter county as that term is used in Article VIII, Section 1(f), Florida Constitution; and,

WHEREAS, the COUNTY is given its home rule powers by the Florida Constitution, Section 125.01, Florida Statutes, and other provisions of Florida Law and such powers include the protection of water quality within its boundaries; and,

WHEREAS, the DISTRICT owns certain real property which lies within the boundaries of the COUNTY more particularly described on the attached Exhibit "A" (hereinafter called the "PROPERTY"); and,

WHEREAS, the COUNTY wishes to acquire the PROPERTY from the DISTRICT and is willing and able to pay for such acquisition; and,

WHEREAS, the COUNTY presently receives its yearly payment in lieu of taxes and is willing to pay such funds to the DISTRICT for a limited amount of time in order to receive the PROPERTY; and,

WHEREAS, the PARTIES have reached an agreement between them as to the matters set out above and wish to formalize such agreement by committing such agreement to writing and thereby create a legally enforceable obligation for both PARTIES.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by this reference.

RECEIVED
SRWMD

AUG 27 2014

2. The following terms shall have the following meanings herein unless a contrary intention is clearly expressed:
- 2.1 *AGREEMENT* shall mean this interlocal agreement.
- 2.2 *COUNTY* shall mean Taylor County, a political subdivision of the State of Florida.
- 2.3 *DISTRICT* shall mean the Suwannee River Water Management District, a Florida water management district created and operating under Ch. 373, Florida Statutes.
- 2.4 *EFFECTIVE DATE* shall mean the date this AGREEMENT (after being fully executed) is filed with the clerk of the circuit court for Taylor County pursuant to Section 163.01(11), Florida Statutes.
- 2.5 *PARTIES* shall mean the DISTRICT and the COUNTY.
- 2.6 *PAYMENTS IN LIEU* shall mean the payments in lieu of taxes as contemplated in Sections 373.59 and 373.5905, Florida Statutes (2014), as they may be amended from time to time.
- 2.7 *PROPERTY* shall mean the real property located within the boundaries of the COUNTY which is more particularly described on the attached Exhibit "A".
3. CONVEYANCE OF THE PROPERTY TO THE COUNTY. The DISTRICT shall convey the PROPERTY to the COUNTY. As provided in Section 373.099, Florida Statutes, the deed of conveyance shall not give any warranties of title and shall be executed by the chair and secretary of the DISTRICT's governing board. The DISTRICT shall not be responsible for the accuracy of the legal description used in such deed. The deed shall show that the DISTRICT chooses not to reserve any interest in the PROPERTY's minerals by the operation of Section 270.11, Florida Statutes. The COUNTY shall record the deed of conveyance paying all fees and costs associated therewith. If the COUNTY wishes, it may, at the COUNTY's sole expense, have the PROPERTY surveyed and, upon approval of the surveyed legal description by the DISTRICT, the deed of conveyance will use the surveyed legal description. If the COUNTY wishes, it may, at the COUNTY's sole expense, purchase a title insurance commitment followed by a title insurance policy for the PROPERTY and should the title insurance commitment show defects in the title which the COUNTY deems unacceptable, the COUNTY may, prior to closing, terminate this Agreement, with the parties thereafter being released from all further obligation hereunder.
4. COMPENSATION TO THE DISTRICT: In exchange for the PROPERTY, the COUNTY agrees that the DISTRICT may retain all PAYMENTS IN LIEU the COUNTY would otherwise receive for the time period beginning on the EFFECTIVE DATE and running until the end of the COUNTY's fiscal year in which the tenth (10th)

anniversary of the EFFECTIVE DATE falls. The COUNTY shall, upon demand, execute any and all documents reasonably requested by the DISTRICT to document the right of the DISTRICT to retain such PAYMENTS IN LIEU. The parties understand that the total amount to be received by the DISTRICT as provided herein may or may not be equal to the fair market value of the PROPERTY. Further, the parties understand that the Legislature may not provide funding for PAYMENTS IN LIEU during any or all of the above time frame.

5. GENERAL PROVISIONS.

- 5.1 No portion of this AGREEMENT may be amended, revoked, or abandoned except through the agreement of all PARTIES shown in a subsequent interlocal agreement executed by all PARTIES and filed as provided by law.
- 5.2 This AGREEMENT contains the entire agreement between the PARTIES and supercedes all prior contracts, agreements or understandings between the PARTIES. Each party represents and warrants to the other that no contract, agreement or representation on any matter exists between the PARTIES except as expressly set out herein.
- 5.3 The provisions of this AGREEMENT are for the sole and exclusive benefit of the PARTIES, and no provision of this AGREEMENT shall be deemed for the benefit of any other person or entity.
- 5.4 Neither party may assign any of its rights under this AGREEMENT voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written consent of the other party.
- 5.5 Execution of this AGREEMENT in no way affects any of the PARTIES' obligations pursuant to Chapter 267, Florida Statutes concerning the collection of artifacts or the disturbance of the archaeological and historic sites.
- 5.6 This AGREEMENT shall not be construed to grant any permits or regulatory authority as to any uses or activity contemplated in this AGREEMENT.
- 5.7 Neither this AGREEMENT nor any notice thereof shall be recorded in the public records of any County.
- 5.8 Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To the COUNTY: Taylor County, Florida
c/o County Administrator
201 E. Green Street
Perry, FL 32347

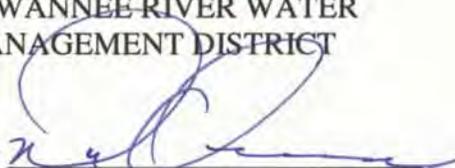
To the DISTRICT: Suwannee River Water Management District
c/o Executive Director
9225 CR 49
Live Oak, FL 32060

- 5.9 This AGREEMENT will be governed, construed and enforced in accordance with the laws of the State of Florida. The PARTIES forever waive the right to a trial by jury for all legal actions arising out of, enforcing, construing and relating to this AGREEMENT and agree to have any such actions decided by a judge alone without a jury.
- 5.10 Notwithstanding anything else herein to the contrary, nothing in the AGREEMENT is intended or is to be construed as a waiver of either party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.

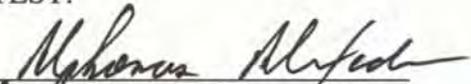
(The remainder of this page was intentionally left blank.)

EXECUTED by the DISTRICT on this 9 day of September, 2014.

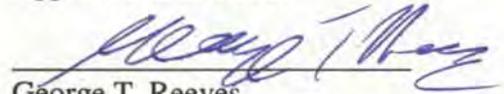
GOVERNING BOARD OF THE
SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: 
Don Quincey, Jr.
Its' Chair

ATTEST:

By: 
For Donald R. Curtis, III
Secretary/Treasurer

Approved as to Form:


George T. Reeves
Governing Board General Counsel

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

EXECUTED by the COUNTY on this 19 day of August, 2014.

BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA

BY: Malcolm V. Page

Its' Chair

ATTEST: Annie Mae Murphy
Annie Mae Murphy, Clerk

Approved as to Form:

Conrad C. Bishop, Jr.

Conrad C. Bishop, Jr.
County Attorney

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

EXHIBIT A

FENHOLLOWAY RIVER

356

356



Area
Perimeter=248 (+/-)

Hampton Springs
Road Tract
Taylor County
September 2014



Note: This map was created by the
Savannah River Water Management District

INTERLOCAL AGREEMENT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
TAYLOR COUNTY, FLORIDA

This Interlocal Agreement is made and entered into this ____ day of _____, 2017, by and between the Suwannee River Water Management District, a Florida water management district created and operating under Ch. 373, Florida Statutes, (hereinafter called the "DISTRICT"), and Taylor County, a political subdivision of the State of Florida (hereinafter called the "COUNTY"), (all of the foregoing may be collectively called the "PARTIES"), and pursuant to Section 163.01, Florida Statutes, and the PARTIES agree as follows:

WITNESSETH:

WHEREAS, on or about _____, 2014, the parties entered into a certain interlocal agreement pursuant to Section 163.01, Florida Statutes (the "2014 AGREEMENT"); and,

WHEREAS, the 2014 AGREEMENT provided in part that:

- A. The DISTRICT would convey to the COUNTY a certain parcel of real property; and,
- B. In exchange, the COUNTY would allow the DISTRICT to retain all of the shall mean the payments in lieu of taxes as contemplated in Sections 373.59 and 373.5905, Florida Statutes which the COUNTY would otherwise have received during the ten (10) years following the effective date of the 2014 AGREEMENT.

and,

WHEREAS, the parties have complied with the 2014 AGREEMENT and the DISTRICT conveyed the subject property to the COUNTY and the COUNTY has allowed the DISTRICT to retain all such payments; and,

WHEREAS, the parties now wish to cancel the 2014 AGREEMENT so that the DISTRICT shall no longer retain such payments; and,

WHEREAS, the PARTIES have reached an agreement between them as to the matters set out above and wish to formalize such agreement by committing such agreement to writing and thereby create a legally enforceable obligation for both PARTIES.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. The 2014 AGREEMENT is hereby cancelled and shall no longer be of any force and effect.
3. In the future, the DISTRICT shall not retain the COUNTY's payments in lieu of taxes as provided in the 2014 AGREEMENT. However, the DISTRICT's past retention of the COUNTY's payments in lieu of taxes under the 2014 AGREEMENT is hereby approved and ratified by the parties and the DISTRICT shall keep all such past payments.

EXECUTED by the DISTRICT on this ____ day of _____, 2017.

GOVERNING BOARD OF THE
SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: _____
Don Quincey, Jr.
Its Chair

ATTEST:

By: _____
Virginia H. Johns
Secretary/Treasurer

Approved as to Form:

George T. Reeves
Governing Board General Counsel

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

EXECUTED by the COUNTY on this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA

BY: _____

Its Chair

ATTEST: _____

Clerk

Approved as to Form:

Conrad C. Bishop, Jr.
County Attorney

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

Prepared by:
**Davis, Schnitker, Reeves
& Browning, P.A.**
Post Office Drawer 652
Madison, Florida 32341
File No.:

_____[Space Above This Line For Recording Data]_____

Statutory Deed pursuant to Section 125.411, Florida Statutes

THIS DEED, made this ____ day of _____, 2017, by TAYLOR COUNTY, a political subdivision of the State of Florida, whose mailing address is 201 E. Green Street, Perry, FL 32347, party of the first part, and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes, whose mailing address is 9225 CR 49, Live Oak, Florida 32060, party of the second part,

WITNESSETH that the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Taylor County, Florida:

A legal description of Parcel(s) 06-05-07-06014-500, 07-05-07-06016-500, 05-05-07-05990-500, and 08-05-07-06019-500

The described Parcel is the remaining portion of the SRWMD parcel described in the Deed recorded in OR BK 468 PG 65~76 of the Official Records of Taylor County, Florida after removing the City of Perry parcel described in the Deed recorded in OR BK 494 PG 434 ~ 436. The relevant Easements follow the parcel legal description.

Parcel

For point of reference, commence at the Northwest Corner of Section 8, Township 5 South, Range 7 East, Taylor County, Florida; thence S 0° 38' 33" W

along the West line of said Section 8, a distance of 897.17 feet to a concrete monument, said point being the Point of Beginning; thence N 90° 00' 00" W for a distance of 4309.01 feet to a concrete monument on the Southerly right of way line State Road 356, said point being on a curve concave to the Southeast, having a central angle of 07° 56' 13", a radius of 5689.58 feet, a chord of 787.52 feet, chord bearing of N 52° 44' 14" E; thence along the arc of said curve, a distance of 788.15 feet to a concrete monument; thence N 56° 42' 20" E along said right of way line, a distance of 670.89 feet to a concrete monument; thence N 89° 09' 20" E along said right of way line, a distance of 18.64 feet to a concrete monument; thence N 56° 42' 20" E along said right of way line, a distance of 526.16 feet to a concrete monument, said point being the Point of Curvature of a curve concave to the Northwest, having a central angle of 15° 17' 58", a radius of 1482.40 feet, a chord of 394.66 feet, a chord bearing of N 49° 03' 21" E; thence along the arc of said curve, a distance of 395.84 feet to a concrete monument; thence, S 88° 22' 34" E, a distance of 378.73 feet to a concrete monument; thence N 69° 09' 03" E, a distance of 311.05 feet to a concrete monument; thence N 59° 53' 09" E, a distance of 1113.40 feet to a concrete monument; thence N 52° 25' 51" E, a distance of 684.66 feet to a concrete monument; thence S 88° 08' 46" E, a distance of 505.90 feet to a concrete monument; thence S 67° 18' 40" E, a distance of 734.72 feet to a concrete monument; thence S 70° 28' 48" E, a distance of 1000.46 feet to a concrete monument; thence S 00° 00' 00" W, a distance of 941.57 feet; thence N 90° 00' 00" W, a distance of 956.41 feet; thence S 00° 00' 00" W, a distance of 2665.39 feet to; thence N 89° 46' 13" W, a distance of 1000.00 feet to the Southwest corner of the NW ¼ of said Section 8, being a concrete monument; thence N 00° 38' 33" E along the West line of said Section 8, a distance of 1768.22 feet to close on the Point of Beginning. Said Parcel containing +/- 248.50 Acres.

Easement A

For a point of reference, commence at the Northwest corner of Section 8, Township 5 South, Range 7 East, Taylor County, Florida; thence S 0° 38' 33" W along the West line of said Section 8, a distance of 897.17 feet to a concrete monument; thence N 90° 00' 00" W, a distance of 4309.01 feet to a concrete monument on the Southerly right of way line of County Road 356, said point being on a curve concave to the Southeast, having a central angle of 7° 56' 13", a radius of 5689.58 feet, a chord of 787.52 feet, a chord bearing of N 52° 44' 14" E; thence along the arc of said curve, a distance of 788.15 feet to a concrete monument; thence N 56° 42' 20" E along said right of way line, a distance of 670.89 feet to a concrete monument; thence N 89° 09' 20" E along said light of way line, a distance of 18.64 feet to a concrete monument; thence N 56° 42' 20" E along said right of way line, a distance of 14.00 feet to an iron rod, said point being the Point of Beginning; thence continue N 56° 42' 20" E along said right of way line, a distance of 512.16 feet to a concrete monument, being the point of curvature of a curve concave to the NW, having a central angle of 15° 17' 58", a radius of 1482.40 feet, a chord of 394.66 feet, a chord bearing of N 49° 03' 21" E;

thence along the arc of said curve, a distance of 395.84 feet to a concrete monument; thence S 88° 22' 34" E, a distance of 129.11 feet to a concrete monument; thence S 06° 17' 27" W, a distance of 30.10 feet to an iron rod; thence N 88° 22' 34" W, a distance of 112.69 feet to an iron rod; said point being on a curve concave to the Northwest, having a central angle of 14° 45' 53", a radius of 1512.40 feet, a chord of 388.66 feet, a chord bearing of S 49° 19' 24" W; thence along the arc of said curve, a distance of 389.74 feet to an iron rod; thence S 56° 42' 20" W, a distance of 212.16 feet to an iron rod; thence S 44° 01' 31" W, a distance of 205.00 feet to an iron rod; thence S 56° 42' 20" W, a distance of 100.00 feet to an iron rod; thence N 33° 17' 40" W, a distance of 75.00 feet to close on the Point of Beginning. Said Easement containing +/- 0.19 Acres.

Easement B

A 30 foot Easement being 15 feet left and 15 feet right of a survey line in Sections 6, 7 and 8, Township 5 South, Range 7 East, Taylor County, Florida. Said survey line being more particularly described as follows:

For a point of reference, commence at the Northwest corner of Section 8, Township 5 South, Range 7 East, Taylor County, Florida; thence S 0° 38' 33" W along the West line of said Section 8, a distance of 897.17 feet to a concrete monument; thence N 90° 00' 00" W, a distance of 2424.73 feet to an iron rod, said point being the Point of Beginning of a survey line; thence N 8° 30' 20" E along said survey line, a distance of 444.53 feet to an iron rod; thence N 9° 03' 54" E along said survey line, a distance of 688.25 feet to an iron rod; thence N 6° 17' 27" E along said survey line, a distance of 256.05 feet to an iron rod; thence S 88° 22' 34" E along said survey line, a distance of 194.95 feet to an iron rod; thence S 80° 05' 54" E along said survey line, a distance of 96.20 feet to an iron rod; thence S 41° 31' 16" E along said survey line, a distance of 252.91 feet to an iron rod; thence S 50° 10' 21" E along said survey line, a distance of 140.32 feet to an iron rod; thence S 42° 49' 40" E along said survey line, a distance of 151.77 feet to an iron rod; thence S 52° 43' 13" E, along said survey line, a distance 305.94 feet to an iron rod; thence S 41° 55' 18" E along said survey line, a distance of 253.14 feet to an iron rod; thence S 52° 51' 17" E along said survey line, a distance of 171.34 feet to an iron rod; thence S 49° 21' 10" E along said survey line, a distance of 396.64 feet to an iron rod; thence S 76° 29' 40" E along said survey line, a distance of 267.19 feet to an iron rod; thence S 71° 37' 57" E along said survey line, a distance of 468.43 feet to an iron rod; thence S 72° 14' 00" E along said survey line, a distance of 355.92 feet to an iron rod; thence S 78° 03' 45" E along said survey line, a distance of 488.44 feet to an iron rod; thence S 69° 27' 11" E along said survey line, a distance of 174.24 feet, said point being the terminus point of said survey line. Said Easement containing +/- 3.52 Acres.

THE INTENT OF PARTY OF THE FIRST PART IN GIVING THIS DEED IS TO CONVEY BACK TO THE PARTY OF THE SECOND PART ALL OF THE RIGHTS CONVEYED BY THE PARTY OF THE SECOND PART TO THE

PARTY OF THE FIRST PART IN THAT CERTAIN DEED FROM THE PARTY OF THE SECOND PART TO THE PARTY OF THE FIRST PART DATED NOVEMBER 26, 2014 AND RECORDED IN THE PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA AT O.R. BOOK 721, PAGE 682.

THE PREPARER OF THIS INSTRUMENT HAS NOT UNDERTAKEN TO GIVE ANY OPINION CONCERNING, AND ASSUMES NO RESPONSIBILITY FOR, (1) THE ACCURACY OF THE ABOVE LEGAL DESCRIPTION, (2) THE CONDITION OF TITLE TO THE DESCRIBED PROPERTY, (3) WHETHER THE DESCRIBED PROPERTY HAS LEGAL ACCESS, (4) THE AMOUNT OF THE APPLICABLE DOCUMENTARY STAMP TAX OBLIGATIONS, OR (5) WHETHER THE DESCRIBED PROPERTY MAY BE USED OR CONTINUE TO BE USED FOR ANY PARTICULAR PURPOSE UNDER THE APPLICABLE LAND USE AND/OR ENVIRONMENTAL REGULATIONS.

THE PARTY OF THE FIRST PART HAS CHOSEN AND HEREBY CHOOSES NOT TO RESERVE THE INTEREST IN THE ABOVE DESCRIBED PROPERTY'S PHOSPHATE, MINERALS, METALS AND PETROLEUM WHICH WOULD OTHERWISE BE RESERVED TO THE PARTY OF THE FIRST PART BY THE OPERATION OF SECTION 270.11, FLORIDA STATUTES, IF ANY.

THIS CONVEYANCE IS BETWEEN TWO GOVERNMENT ENTITIES AND THEREFORE NOT SUBJECT TO DOCUMENTARY STAMP TAX PURSUANT TO RULE 12B-4.014(10), FLORIDA ADMINISTRATIVE CODE.

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

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

(OFFICIAL SEAL)

ATTEST: _____
Clerk of the Circuit Court of Taylor County, Florida

By its Board of County Commissioners

By: _____
Chair

Prepared by and return to:
Davis, Schnitker, Reeves & Browning, P.A.
519 West Base Street
Madison, Florida 32340
File No.:

[Space Above This Line For Recording Data]

Deed of Conveyance to a Government Entity Pursuant to Section 373.099, Florida Statutes

THIS DEED, made this _____ day of _____, 2017, by the
SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management
district created pursuant to Section 373.069, Florida Statutes, whose mailing address is 9225 CR
49, Live Oak, Florida 32060, (the “DISTRICT”), and TAYLOR COUNTY, a political
subdivision of the State of Florida, whose mailing address is 201 E. Green Street, Perry, FL
32347, (the “GRANTEE”),

WITNESSETH that the DISTRICT, for and in consideration of the sum of \$10.00 to it in
hand paid by the GRANTEE, receipt whereof is hereby acknowledged, has granted, bargained
and sold to the GRANTEE, his or her heirs and assigns forever, the following described land
lying and being in Taylor County, Florida:

A legal description of Parcel(s) 06-05-07-06014-500, 07-05-07-06016-500, 05-
05-07-05990-500, and 08-05-07-06019-500

The described Parcel is the remaining portion of the SRWMD parcel described in
the Deed recorded in OR BK 468 PG 65~76 of the Official Records of Taylor
County, Florida after removing the City of Perry parcel described in the Deed
recorded in OR BK 494 PG 434 ~ 436. The relevant Easements follow the parcel
legal description.

Parcel

For point of reference, commence at the Northwest Corner of Section 8, Township 5 South, Range 7 East, Taylor County, Florida; thence S 0° 38' 33" W along the West line of said Section 8, a distance of 897.17 feet to a concrete monument, said point being the Point of Beginning; thence N 90° 00' 00" W for a distance of 4309.01 feet to a concrete monument on the Southerly right of way line State Road 356, said point being on a curve concave to the Southeast, having a central angle of 07° 56' 13", a radius of 5689.58 feet, a chord of 787.52 feet, chord bearing of N 52° 44' 14" E; thence along the arc of said curve, a distance of 788.15 feet to a concrete monument; thence N 56° 42' 20" E along said right of way line, a distance of 670.89 feet to a concrete monument; thence N 89° 09' 20" E along said right of way line, a distance of 18.64 feet to a concrete monument; thence N 56° 42' 20" E along said right of way line, a distance of 526.16 feet to a concrete monument, said point being the Point of Curvature of a curve concave to the Northwest, having a central angle of 15° 17' 58", a radius of 1482.40 feet, a chord of 394.66 feet, a chord bearing of N 49° 03' 21" E; thence along the arc of said curve, a distance of 395.84 feet to a concrete monument; thence, S 88° 22' 34" E, a distance of 378.73 feet to a concrete monument; thence N 69° 09' 03" E, a distance of 311.05 feet to a concrete monument; thence N 59° 53' 09" E, a distance of 1113.40 feet to a concrete monument; thence N 52° 25' 51" E, a distance of 684.66 feet to a concrete monument; thence S 88° 08' 46" E, a distance of 505.90 feet to a concrete monument; thence S 67° 18' 40" E, a distance of 734.72 feet to a concrete monument; thence S 70° 28' 48" E, a distance of 1000.46 feet to a concrete monument; thence S 00° 00' 00" W, a distance of 941.57 feet; thence N 90° 00' 00" W, a distance of 956.41 feet; thence S 00° 00' 00" W, a distance of 2665.39 feet to; thence N 89° 46' 13" W, a distance of 1000.00 feet to the Southwest corner of the NW ¼ of said Section 8, being a concrete monument; thence N 00° 38' 33" E along the West line of said Section 8, a distance of 1768.22 feet to close on the Point of Beginning. Said Parcel containing +/- 248.50 Acres.

Easement A

For a point of reference, commence at the Northwest corner of Section 8, Township 5 South, Range 7 East, Taylor County, Florida; thence S 0° 38' 33" W along the West line of said Section 8, a distance of 897.17 feet to a concrete monument; thence N 90° 00' 00" W, a distance of 4309.01 feet to a concrete monument on the Southerly right of way line of County Road 356, said point being on a curve concave to the Southeast, having a central angle of 7° 56' 13", a radius of 5689.58 feet, a chord of 787.52 feet, a chord bearing of N 52° 44' 14" E; thence along the arc of said curve, a distance of 788.15 feet to a concrete monument; thence N 56° 42' 20" E along said right of way line, a distance of 670.89 feet to a concrete monument; thence N 89° 09' 20" E along said light of way line, a distance of 18.64 feet to a concrete monument; thence N 56° 42' 20" E along said right of way line, a distance of 14.00 feet to an iron rod, said point being the Point of Beginning; thence continue N 56° 42' 20" E along said right of way line, a distance of 512.16 feet to a concrete monument, being the point of

curvature of a curve concave to the NW, having a central angle of $15^{\circ} 17' 58''$, a radius of 1482.40 feet, a chord of 394.66 feet, a chord bearing of $N 49^{\circ} 03' 21'' E$; thence along the arc of said curve, a distance of 395.84 feet to a concrete monument; thence $S 88^{\circ} 22' 34'' E$, a distance of 129.11 feet to a concrete monument; thence $S 06^{\circ} 17' 27'' W$, a distance of 30.10 feet to an iron rod; thence $N 88^{\circ} 22' 34'' W$, a distance of 112.69 feet to an iron rod; said point being on a curve concave to the Northwest, having a central angle of $14^{\circ} 45' 53''$, a radius of 1512.40 feet, a chord of 388.66 feet, a chord bearing of $S 49^{\circ} 19' 24'' W$; thence along the arc of said curve, a distance of 389.74 feet to an iron rod; thence $S 56^{\circ} 42' 20'' W$, a distance of 212.16 feet to an iron rod; thence $S 44^{\circ} 01' 31'' W$, a distance of 205.00 feet to an iron rod; thence $S 56^{\circ} 42' 20'' W$, a distance of 100.00 feet to an iron rod; thence $N 33^{\circ} 17' 40'' W$, a distance of 75.00 feet to close on the Point of Beginning. Said Easement containing +/- 0.19 Acres.

Easement B

A 30 foot Easement being 15 feet left and 15 feet right of a survey line in Sections 6, 7 and 8, Township 5 South, Range 7 East, Taylor County, Florida. Said survey line being more particularly described as follows:

For a point of reference, commence at the Northwest corner of Section 8, Township 5 South, Range 7 East, Taylor County, Florida; thence $S 0^{\circ} 38' 33'' W$ along the West line of said Section 8, a distance of 897.17 feet to a concrete monument; thence $N 90^{\circ} 00' 00'' W$, a distance of 2424.73 feet to an iron rod, said point being the Point of Beginning of a survey line; thence $N 8^{\circ} 30' 20'' E$ along said survey line, a distance of 444.53 feet to an iron rod; thence $N 9^{\circ} 03' 54'' E$ along said survey line, a distance of 688.25 feet to an iron rod; thence $N 6^{\circ} 17' 27'' E$ along said survey line, a distance of 256.05 feet to an iron rod; thence $S 88^{\circ} 22' 34'' E$ along said survey line, a distance of 194.95 feet to an iron rod; thence $S 80^{\circ} 05' 54'' E$ along said survey line, a distance of 96.20 feet to an iron rod; thence $S 41^{\circ} 31' 16'' E$ along said survey line, a distance of 252.91 feet to an iron rod; thence $S 50^{\circ} 10' 21'' E$ along said survey line, a distance of 140.32 feet to an iron rod; thence $S 42^{\circ} 49' 40'' E$ along said survey line, a distance of 151.77 feet to an iron rod; thence $S 52^{\circ} 43' 13'' E$, along said survey line, a distance 305.94 feet to an iron rod; thence $S 41^{\circ} 55' 18'' E$ along said survey line, a distance of 253.14 feet to an iron rod; thence $S 52^{\circ} 51' 17'' E$ along said survey line, a distance of 171.34 feet to an iron rod; thence $S 49^{\circ} 21' 10'' E$ along said survey line, a distance of 396.64 feet to an iron rod; thence $S 76^{\circ} 29' 40'' E$ along said survey line, a distance of 267.19 feet to an iron rod; thence $S 71^{\circ} 37' 57'' E$ along said survey line, a distance of 468.43 feet to an iron rod; thence $S 72^{\circ} 14' 00'' E$ along said survey line, a distance of 355.92 feet to an iron rod; thence $S 78^{\circ} 03' 45'' E$ along said survey line, a distance of 488.44 feet to an iron rod; thence $S 69^{\circ} 27' 11'' E$ along said survey line, a distance of 174.24 feet, said point being the terminus point of said survey line. Said Easement containing +/- 3.52 Acres.

THE PREPARER OF THIS INSTRUMENT HAS NOT UNDERTAKEN TO GIVE ANY OPINION CONCERNING, AND ASSUMES NO RESPONSIBILITY FOR, (1) THE ACCURACY OF THE ABOVE LEGAL DESCRIPTION, (2) THE CONDITION OF TITLE TO THE DESCRIBED PROPERTY, (3) WHETHER THE DESCRIBED PROPERTY HAS LEGAL ACCESS, (4) THE AMOUNT OF THE APPLICABLE DOCUMENTARY STAMP TAX OBLIGATIONS, OR (5) WHETHER THE DESCRIBED PROPERTY MAY BE USED OR CONTINUE TO BE USED FOR ANY PARTICULAR PURPOSE UNDER THE APPLICABLE LAND USE AND/OR ENVIRONMENTAL REGULATIONS.

(the "PROPERTY")

STATUTORY AUTHORITY FOR CONVEYANCE AND COMPLIANCE WITH CONDITIONS PRECEDENT. The DISTRICT is authorized to execute this deed and convey its interest in the PROPERTY to the GRANTEE pursuant to Section 373.056(4), Florida Statutes. Pursuant to such statute, the governing board of the DISTRICT has determined that the PROPERTY is not required for the DISTRICT's purposes and that the terms and conditions of this deed are appropriate.

NO WARRANTIES OF TITLE. Notice is given that Section 373.099, Florida Statutes, prohibits the DISTRICT from giving any warranties of title to the PROPERTY. Further, the DISTRICT disclaims any responsibility for the accuracy of the above legal description.

INTERESTS IN CERTAIN MINERALS. Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the PROPERTY's phosphate, minerals, metals and petroleum may be reserved to the DISTRICT. Such statute provides, among other things, that the maximum interest which may be reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum.

EXECUTION OF THIS DEED. Pursuant to Section 373.099, Florida Statutes, this deed shall be executed in the name of the DISTRICT by its governing board acting by the chair or vice chair of said board and shall have the corporate seal of the board affixed thereto attested by its secretary and shall thereafter be effective to pass the title or interest of the DISTRICT in the PROPERTY.

NO DOCUMENTARY STAMP TAX DUE. This conveyance is between two government entities and therefore not subject to documentary stamp tax pursuant to Rule 12B-4.014(10), Florida Administrative Code.

INTENDED PURPOSES AND OPTION TO REPURCHASE. This deed is made and accepted on the condition that the PROPERTY shall be perpetually and exclusively used by the GRANTEE for the INTENDED PURPOSES (as set out below).

Intended Purposes

It is intended that the PROPERTY shall be perpetually and exclusively used as follows:

1. For passive recreation activities such as hiking, biking, bird watching, and similar activities as well as the necessary ancillary structures such as parking, restroom facilities, fences, and other related facilities.
2. For equestrian activities. Equestrian activities shall include all horseback riding, trail riding and similar activities, as well as the necessary ancillary structures such as parking, restroom facilities, fences, gates, corrals, pole barns, regular barns and other related facilities.

(hereinafter the "INTENDED PURPOSES").

REVERTER CLAUSE. This deed is made and accepted on the condition that the PROPERTY be used solely for the INTENDED PURPOSES, and that the GRANTEE, its heirs,

or assigns shall forever use the PROPERTY solely for the INTENDED PURPOSES. In the event that the PROPERTY, or any portion thereof, is not used solely and perpetually for the INTENDED PURPOSES, then the GRANTEE, its heirs or assigns shall forfeit all rights thereto and the PROPERTY shall, without further notice, revert to and revest in the DISTRICT or its heirs or assigns as fully and completely as if this deed had never been executed.

RESERVATION OF EASEMENT. Further, the DISTRICT reserves unto itself the right and an easement to locate, install, drill, construct, place, alter, improve, operate, inspect, monitor, maintain, replace, rebuild and remove one or more monitoring wells, together with equipment and structures ancillary thereto, for all purposes including without limitation research and scientific purposes, and to collect data to assist the DISTRICT in monitoring water levels, on and under the PROPERTY, together with an easement for ingress, egress and utilities over, under and through the PROPERTY for such purposes, on the following terms and conditions:

1. This Easement is a perpetual, non-exclusive easement for the stated purposes. The GRANTEE shall have the continued right to occupy and utilize the PROPERTY (and allow others to do the same) in any manner not inconsistent with DISTRICT's use of the PROPERTY as provided in this Easement.
3. The DISTRICT may, at DISTRICT's sole expense and from time to time, construct, reconstruct, repair and maintain fences around the installed monitoring well(s) for the smallest possible and practical area. The DISTRICT may install gates and locks around the monitoring wells and exclude all others (including the GRANTEE) from the immediate vicinity of the monitoring wells.
4. Notwithstanding anything else herein to the contrary, nothing herein shall be deemed to impose any duty on the DISTRICT to improve the PROPERTY to any particular level of

service or in any particular way or maintain the PROPERTY in any particular state of repair. Further, the DISTRICT forever disclaims all such duties.

5. The DISTRICT may, at the DISTRICT's sole expense and from time to time, give written consent to utility providers to install, construct, operate and maintain lines, pipes, facilities and equipment over, under and through the PROPERTY to service the installed monitoring well(s) to provide utility service to such monitoring well(s) as may be desired by the DISTRICT.

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

MEMORANDUM

TO: Governing Board
FROM: Roary E. Snider, Esq., Chief of Staff
DATE: June 30, 2017
RE: Consideration to Approve an Easement Relocation/Exchange Request, Chitty Bend West Tract, Madison County.

RECOMMENDATION

Staff requests Governing Board approve an Exchange of Access Easements with Bud Helm on the District's Chitty Bend West Tract, Madison County.

BACKGROUND

In September of 2007, Bud Helm purchased a Non-Exclusive Easement for Ingress and Egress to his property from the District over the Chitty Bend West Tract

In October of 2014 the District conveyed a portion of the Chitty Bend West Tract to El Trigal Farms, LLC as a part of a property rights exchange. Included in the exchange was an agreement that allowed El Trigal Farms to relocate access roads to a location nearer the property boundaries. El Trigal Farms completed the relocation of roads and exchange of easements with the District in May of this year.

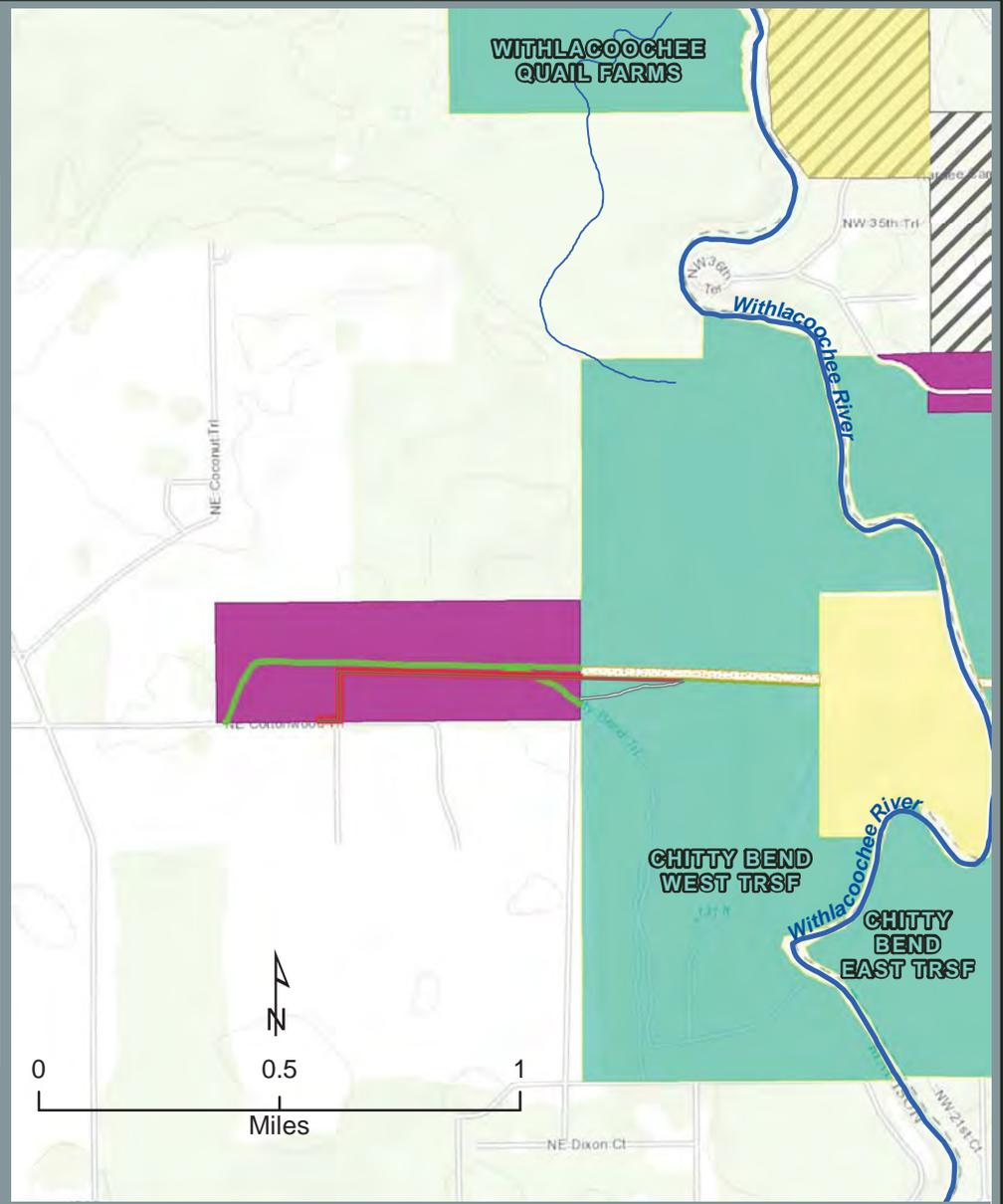
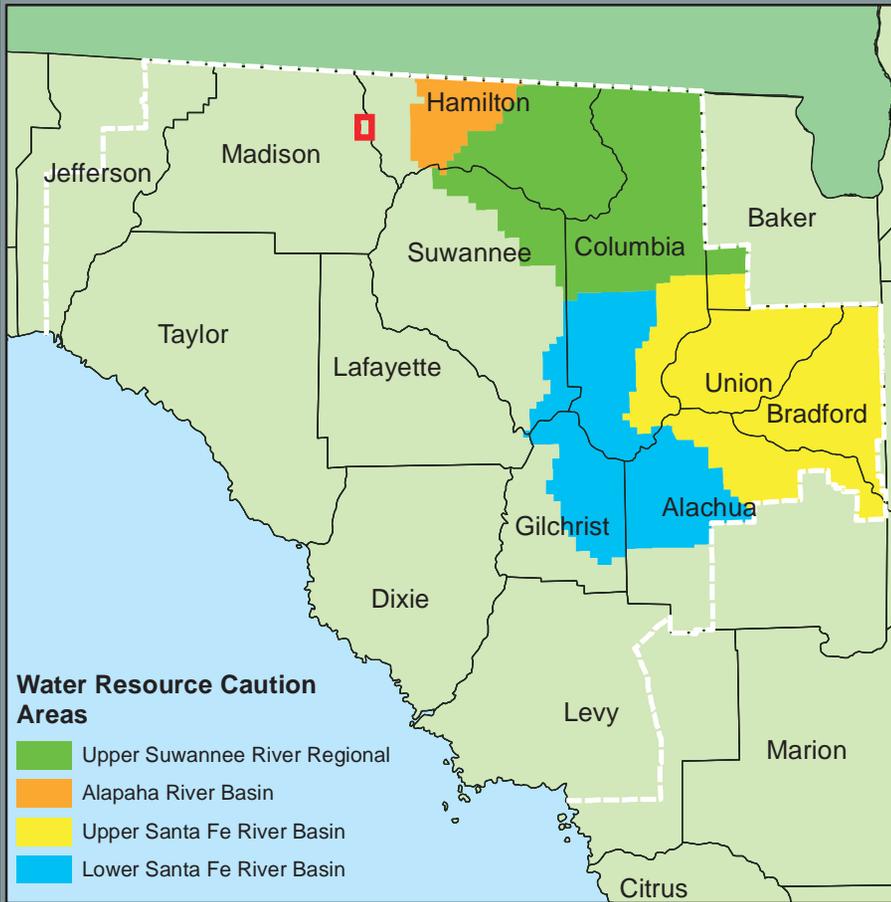
Mr. Helm is requesting approval to relocate a portion of his easement over District property to follow an existing road that aligns with the new District access road over El Trigal Farms Property. This would be accomplished by a quit claim of a portion of the existing easement from Mr. Helm to the District and the execution of a new easement to Mr. Helm describing the new location.

Mr. Helm will pay all costs associated with the proposed exchange of easements.

The Lands Committee reviewed this request at its June 13, 2017 meeting and voted to forward a recommendation to the Governing Board for approval of the exchange.

/kr
Attachments

Bud Helm Easement Exchange/Relocation Request Location Map



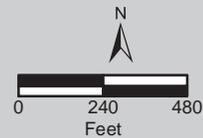
Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 6/5/2017

- SRWMD Ownership
- SRWMD Boundary
- SRWMD Proposed Acquisition
- State Proposed Acquisition



-  Proposed New Easement SRWMD To Helm
-  New SRWMD (and Helm) Easement
-  Helm Easement To Be Extinguished
-  Helm Easement to be Extinguished
-  OLD SRWMD Easement
-  Floyd/El Trigel
-  SRWMD Chitty Bend West Tract
-  HELM Easement to remain over SRWMD
-  POWERLINE EASEMENT

Bud Helm
Easement Exchange
Chitty Bend West Tract



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 on 11/22/2016

MEMORANDUM

TO: Governing Board

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

DATE: June 30, 2017

RE: Authorization to Accept the Donation of Property from Mitchell G. and Paula Hancock in Hixtown Swamp, 199 Acres +/-, Madison County

RECOMMENDATION

Staff requests Governing Board authorization to accept the donation of 199 Acres +/- adjoining the Districts Hixtown Swamp Tract in Madison County from Mitchell G. and Paula Hancock.

BACKGROUND

Mitchell G. and Paula Hancock have offered to donate to the District 199 Acres +/- in Madison County adjoining the Districts Hixtown Swamp Tract. A parcel summary and maps are attached.

Ownership of this property would give the District legal access to the southwest portion of our Hixtown Swamp Tract.

The Lands Committee reviewed this request at its June 13, 2017 meeting and voted to forward a recommendation to the Governing Board to authorize acceptance of the property donation.

/kr
Attachments

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
PROPERTY OFFER FORM

Owner(s) of Record:

Mitchell G and Paula Hancock

Address: 2344 NW 46 Ave, Ockeechobee, FL

Phone: Office (863) 467-1067 Home ()
Mobile (863) 634-3082 Fax ()

Applicant (if other than owner):

Vivian Searcy

Address: 148 E Base Street, Madison, FL 32340

Phone: Office (850) 973-4049 Home (850) 971-5498
Mobile (850) 258-9811 Fax (850) 973-3052

(Attach copy of listing agreement or letter from owner authorizing you to serve as representative)

Property Description:

County: Madison Acreage: 198.87

Legal Description: (Attach extra sheets if necessary) See Attached

(Attach survey, map or aerial photo, if available)

River Frontage: No Yes Other Water Frontage: No Yes

Describe Legal Access: Easement

Describe Physical Access: Easement off SW Greenville Hills Road and SW 221, Greenville, FL., 32331

Improvements: No Yes. If yes, describe: _____

Title Condition: (Deed restrictions, easements, mineral interests, rights held by others):

Describe Fee Simple

(Attach copy of deed and any referenced instruments)

Tax Parcel ID Number(s): 03-1S-07-0299-001-000
03-1S-07-0302-001-000, 34-1N-07-2608-000-000, 02-1S-07-0296-001-000

Total Tax Parcel Acreage: 198.87

Owner's Current Asking Price: (Fee) \$ _____ (Other) \$ _____

Paula Hancock (Conservation Easement) \$ _____

Signature: Mitchell G Hancock Date: 5/24/17

Return completed form to: Executive Director

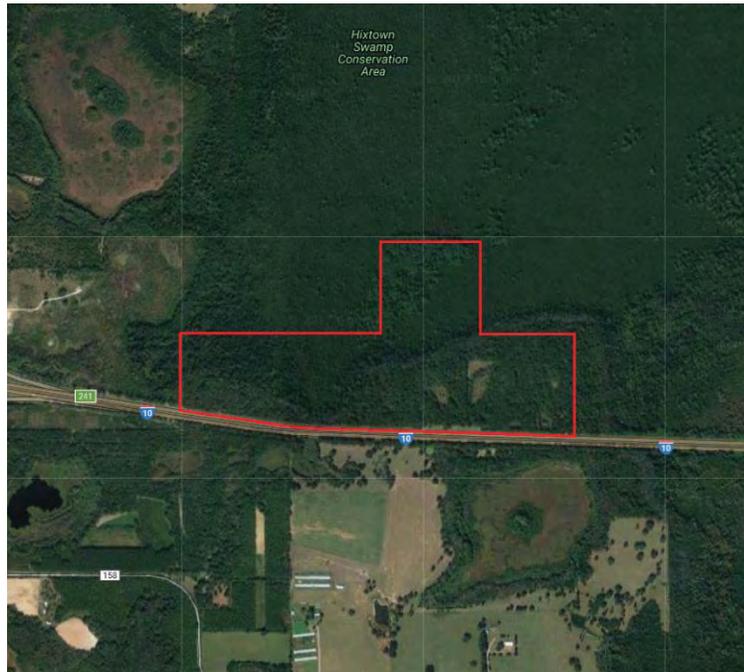
Suwannee River Water Management District
9225 CR 49
Live Oak, Florida 32060
Phone: (386) 362-1001, (800) 226-1066
Fax: (386) 362-1056

REAL ESTATE APPRAISAL REPORT

OF:

198.87 ac. Land Parcel

Located off SW US 221 and SW Greenville Hill's Road in Section 02 Township 1
South Range 07, Section 03 1 South Range 07, and Section 34 Township 1N
Range 07 Madison County, Florida



PREPARED FOR:

Mitchell and Paula Hancock
2344 NW 46 Ave
Okeechobee, FL 34972

Effective Date of Valuation: April 12, 2017

Prepared on: April 24, 2017

BY:

Vivian Searcy, MAI
FL State-Certified General Real Estate Appraiser No. RZ3022

Mitchell and Paula Hancock
2344 NW 46 Ave
Okeechobee, FL 34972

RE: Real Estate Appraisal Report
Mitchell and Paula Hancock
198.87 ac. Land Tract
SW Greenville Hill's Road and SW US 221
Madison County, Florida
Effective Date of Valuation: April 12, 2017

Dear Mr. & Mrs. Hancock:

Searcy Appraisals was engaged by you to appraise the market value of the fee simple interest in the above-described property as of April 12, 2017. It is the appraisers understanding that you will use the report for estate planning and possible donation of the subject to Suwannee River Water Management District for water conservation. Market value as used herein is based on the definition given by the Board of Governors of the Federal Reserve System, in accordance with Title XI of the Financial Institutions Reform, Recovery, and Evaluation Act ("FIRREA") and guidelines set forth by the Internal Revenue System Appraisal Requirements for Real Estate for tax purposes. I inspected the subject of this report on April 12, 2017. Vivian Searcy conducted all necessary analyses and investigations.

The subject is 198.87-acre land tract located off SW Greenville Hill's Road and SW US 221 in Madison County, Florida. This letter is accompanied by an appraisal developed with a scope of work, which at a minimum, is sufficient to produce a credible value conclusion as required by the *Uniform Standards of Professional Appraisal Practice* ("USPAP"). The scope of work is determined by many factors and is explained in detail on page 10 of this report. The appraisal was reported in Appraisal Report format as defined in USPAP Standards Rule 2-2 (a).

Mitchell and Paula Hancock
April 24, 2017
Page Two

Included in the report are supporting exhibits, photographs, maps, and other items helpful in assisting the reader. The opinion of value for the subject is contingent on certain limiting assumptions and conditions described in the report. In my opinion, the market value of the fee simple rights to the subject as of April 12, 2017, was:

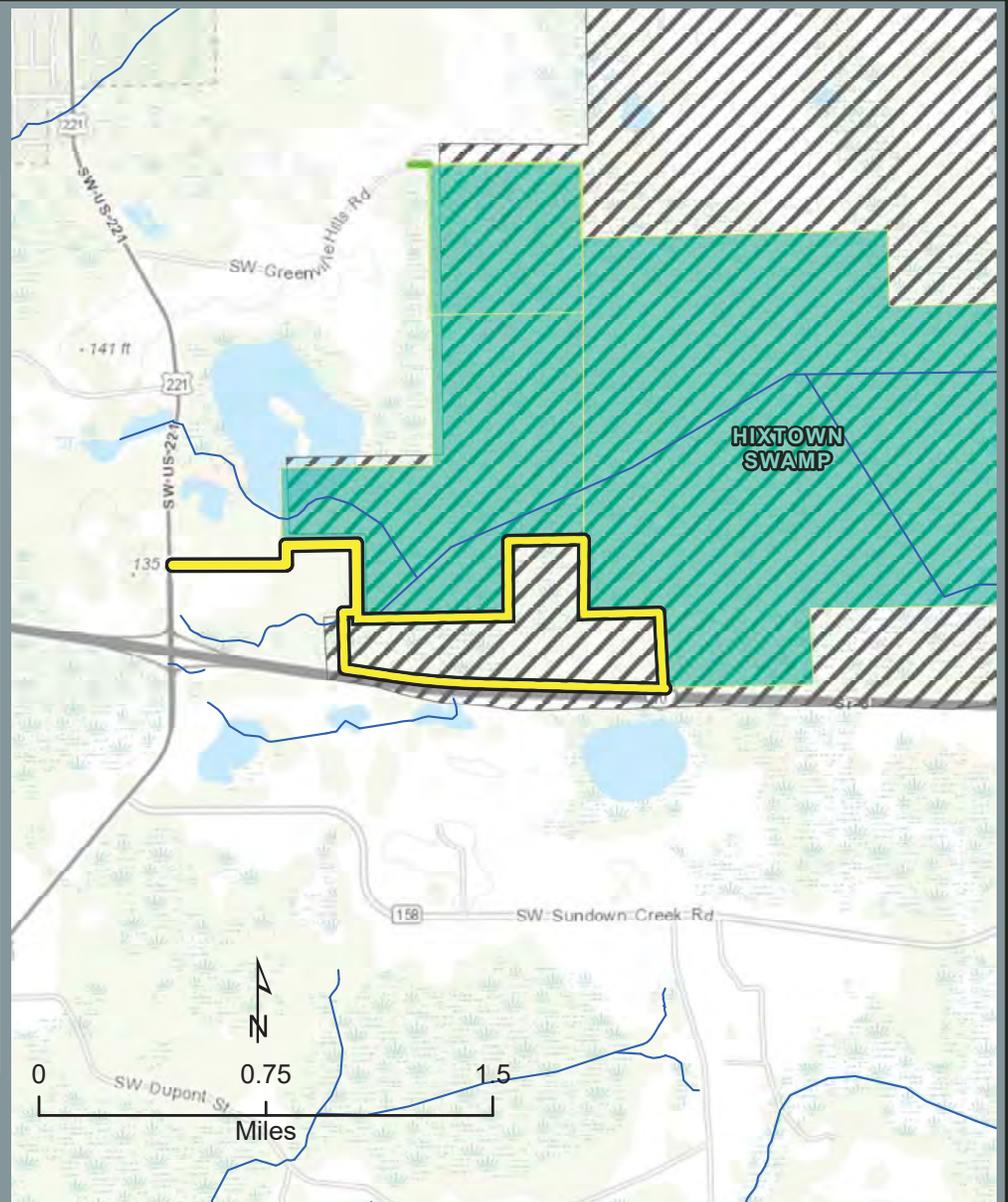
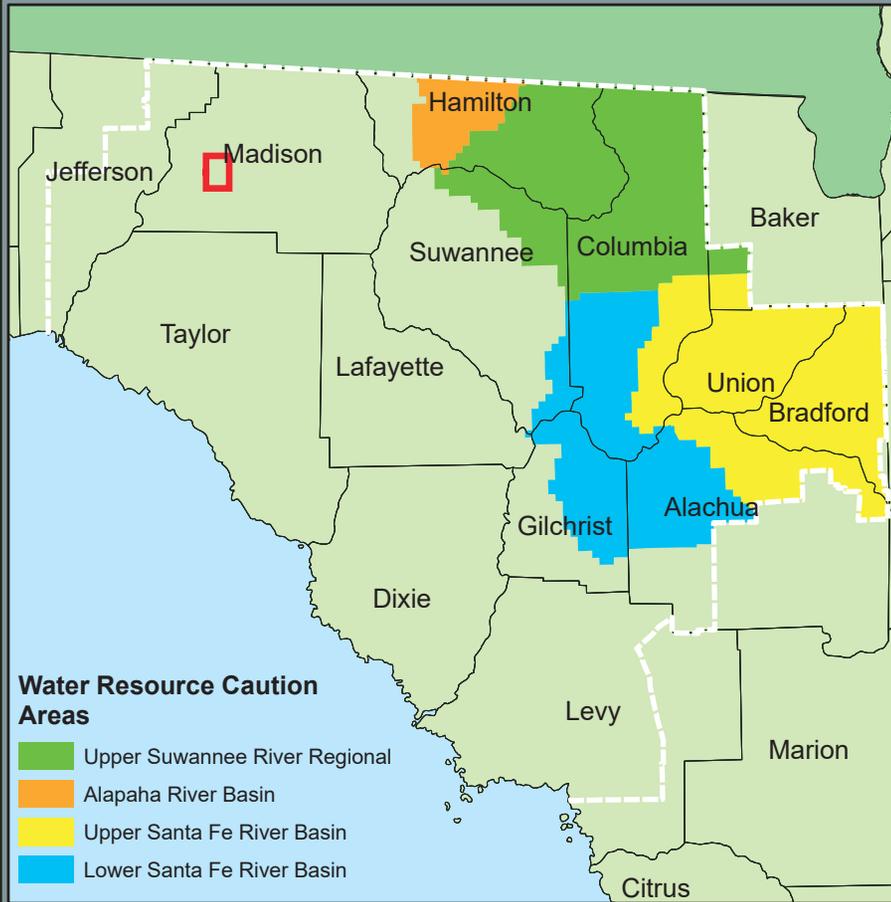
\$212,000
(TWO HUNDRED TWELVE THOUSAND DOLLARS)

This is to certify that I have no interest, contingent or otherwise, in the subject property and that the appraisal assignment was not based on a requested minimum valuation, specific valuation, or the approval of a loan. This appraisal conforms to the *Uniform Standards of Professional Appraisal Practice*, the requirements of FIRREA, the Interagency Appraisal and Evaluation Guidelines, the Standards of Practice of the Appraisal Institute, and the Florida Real Estate Appraisal Board. I appreciate the opportunity to provide valuation services and I trust that this report will assist in your real estate decision.

Respectfully Submitted,

Vivian Searcy, MAI
State-Certified General Real Estate
Appraiser No. RZ3022

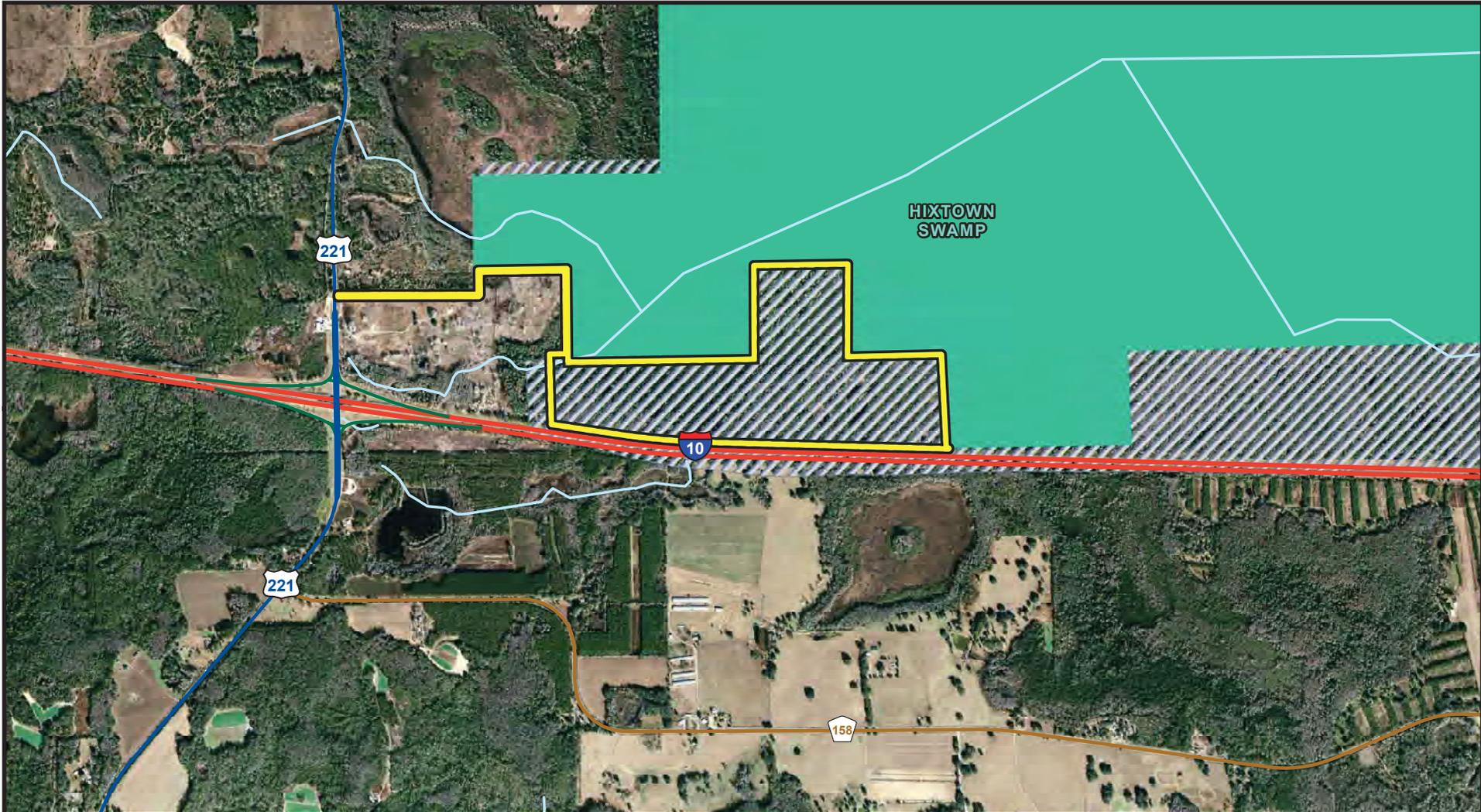
Mitchell G. and Paula Hancock Donation Offer Location Map



- Property Boundary
- SRWMD Ownership
- SRWMD Boundary
- State Proposed Acquisition

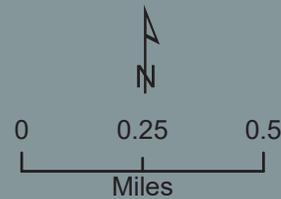


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 6/2/2017



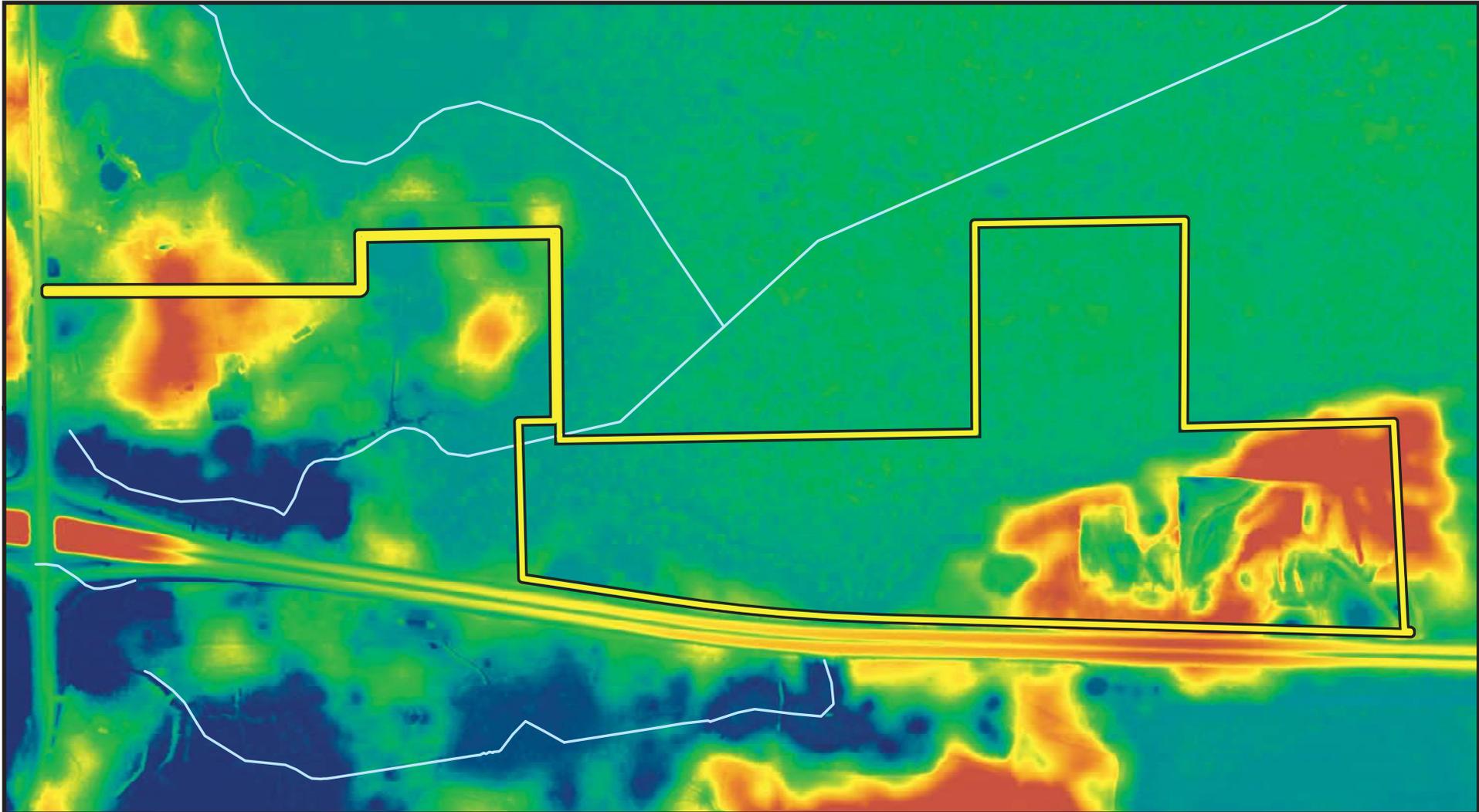
Mitchell G. and Paula Hancock Donation Offer Property Overview

-  Property Boundary
199 acres +/-
-  Interstate HWY
-  US HWY
-  State HWY
-  County Roads
-  SRWMD Ownership
-  SRWMD Proposed Acquisitions
-  State Proposed Acquisitions
-  SRWMD Conservation Ownership



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 6/2/2017

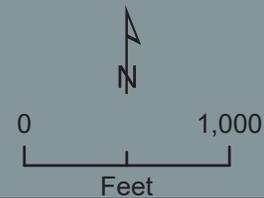




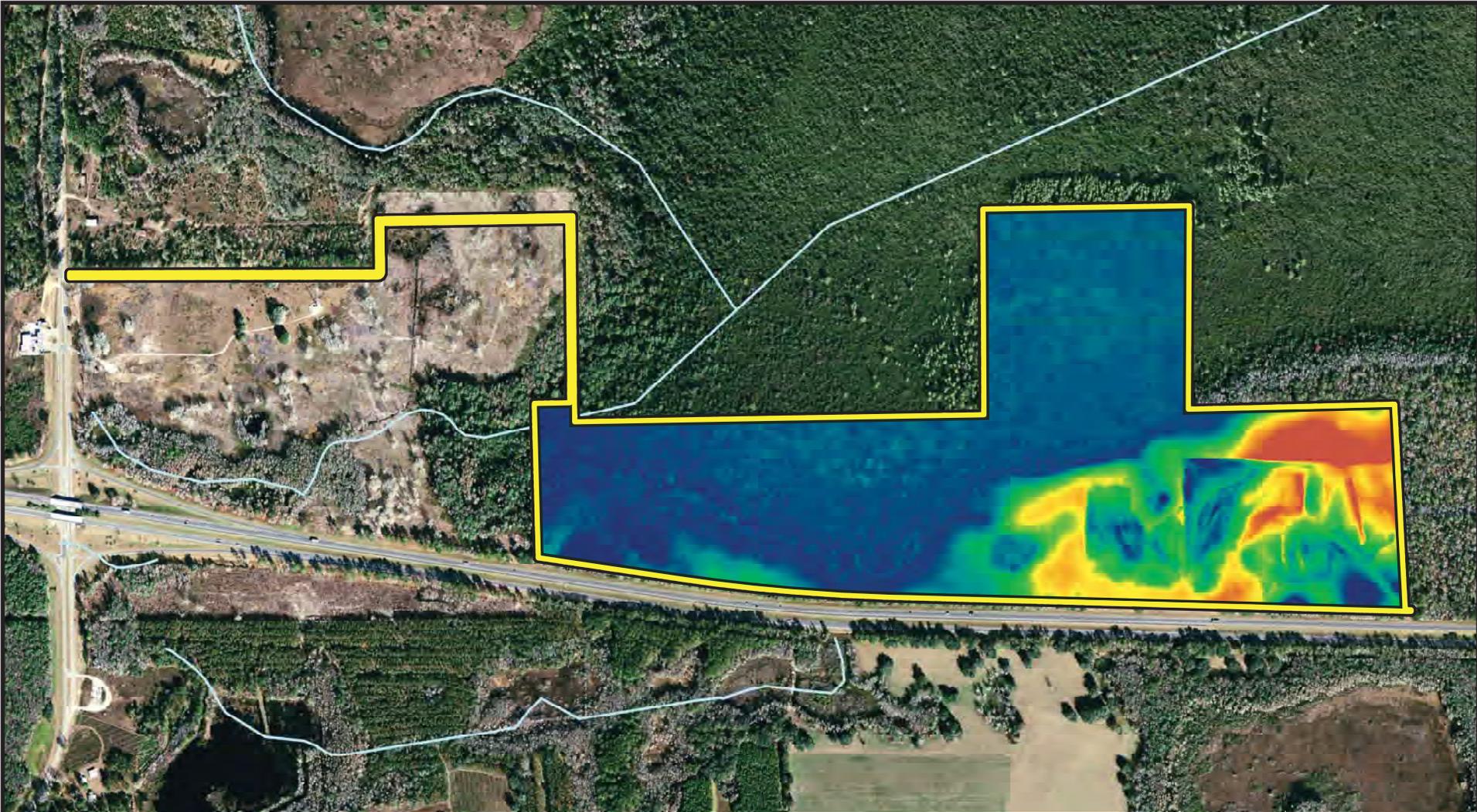
-  Property Boundary
-  Rivers and Streams
- Land Surface Elevation**
-  High : 121'
- Low : 89'

Mitchell G. and Paula Hancock Donation Offer LiDAR Overview

(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 6/2/2017



 Property Boundary

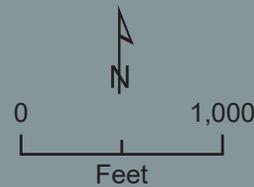
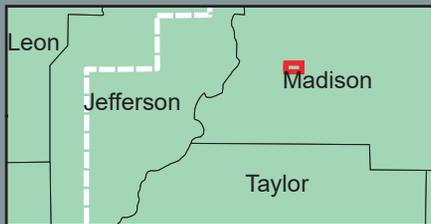
 Rivers and Streams

Land Surface Elevation

 High : 121'

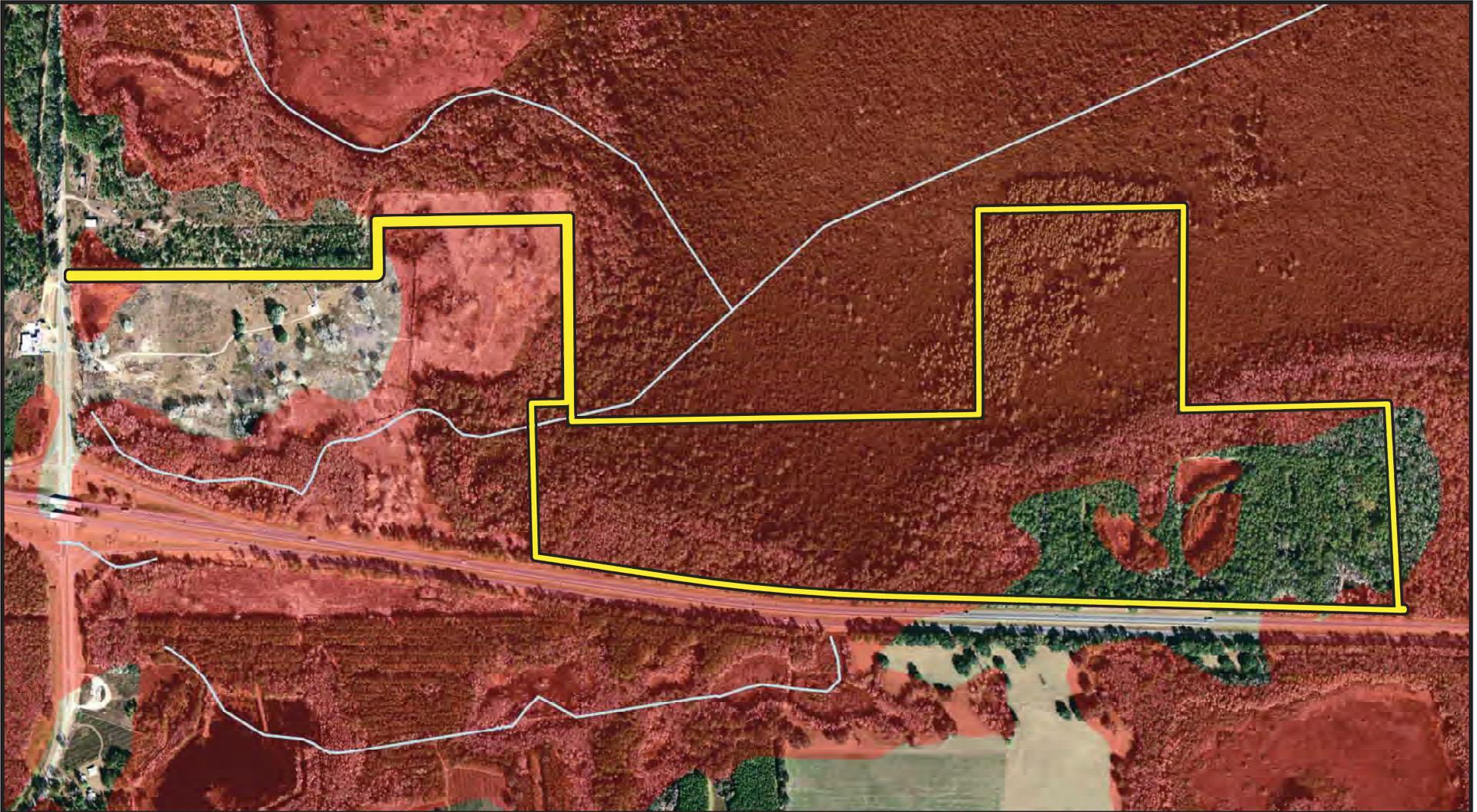
 Low : 92'

**Mitchell G. and Paula Hancock
Donation Offer
LiDAR DEM Property**



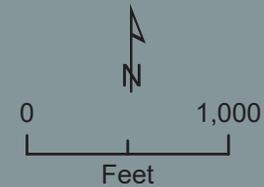
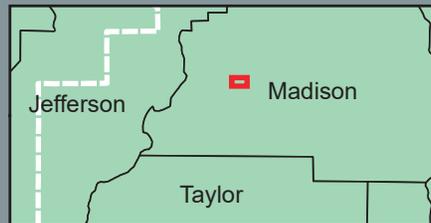
Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 6/2/2017

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

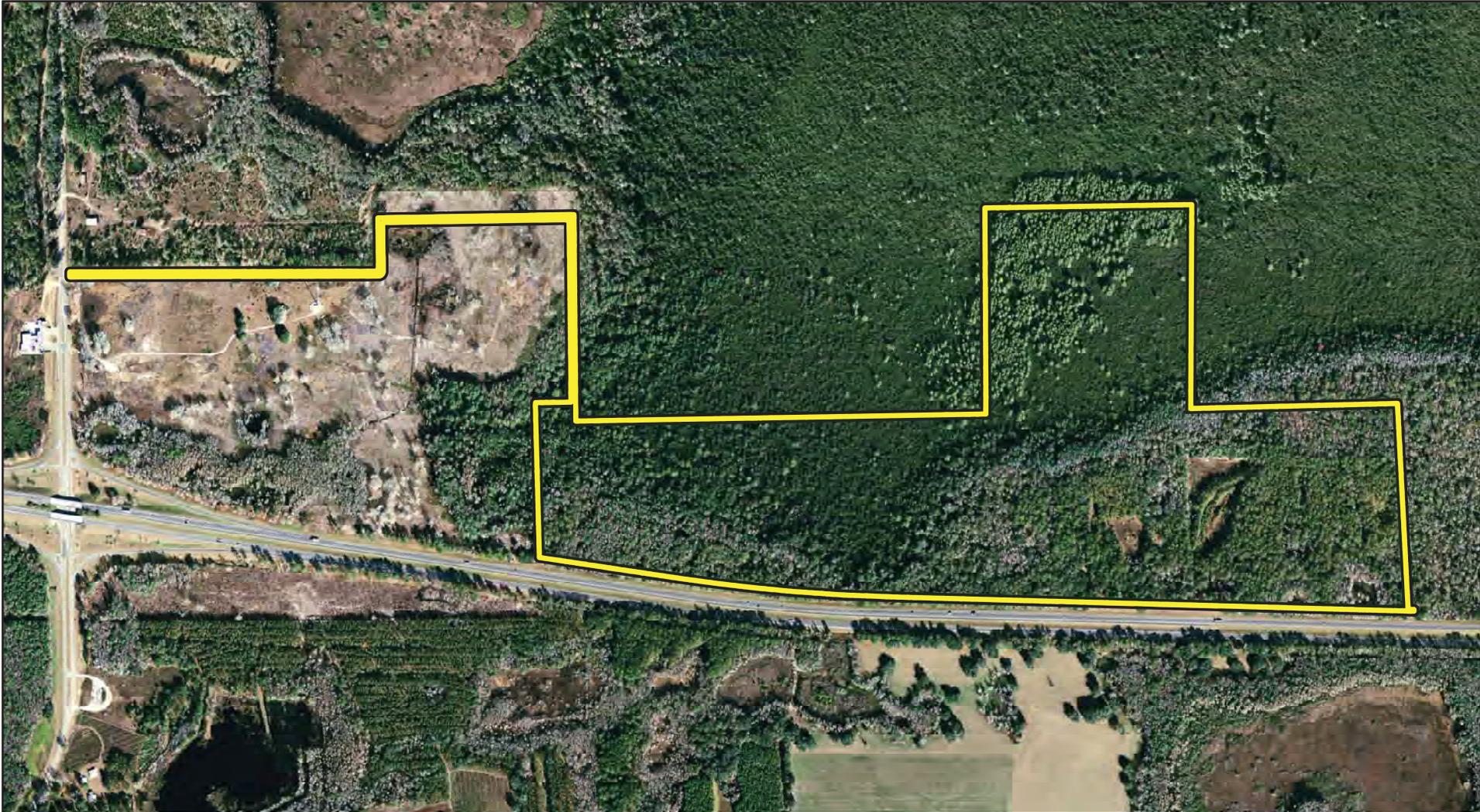


-  Property Boundary
-  Rivers and Streams
-  Floodplain Protection - 78%

Mitchell G. and Paula Hancock Donation Offer Floodplain Protection



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 6/2/2017



 Property Boundary

Mitchell G. and Paula Hancock Donation Offer Springs Protection



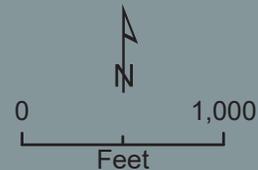
Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 6/2/2017

AO 102

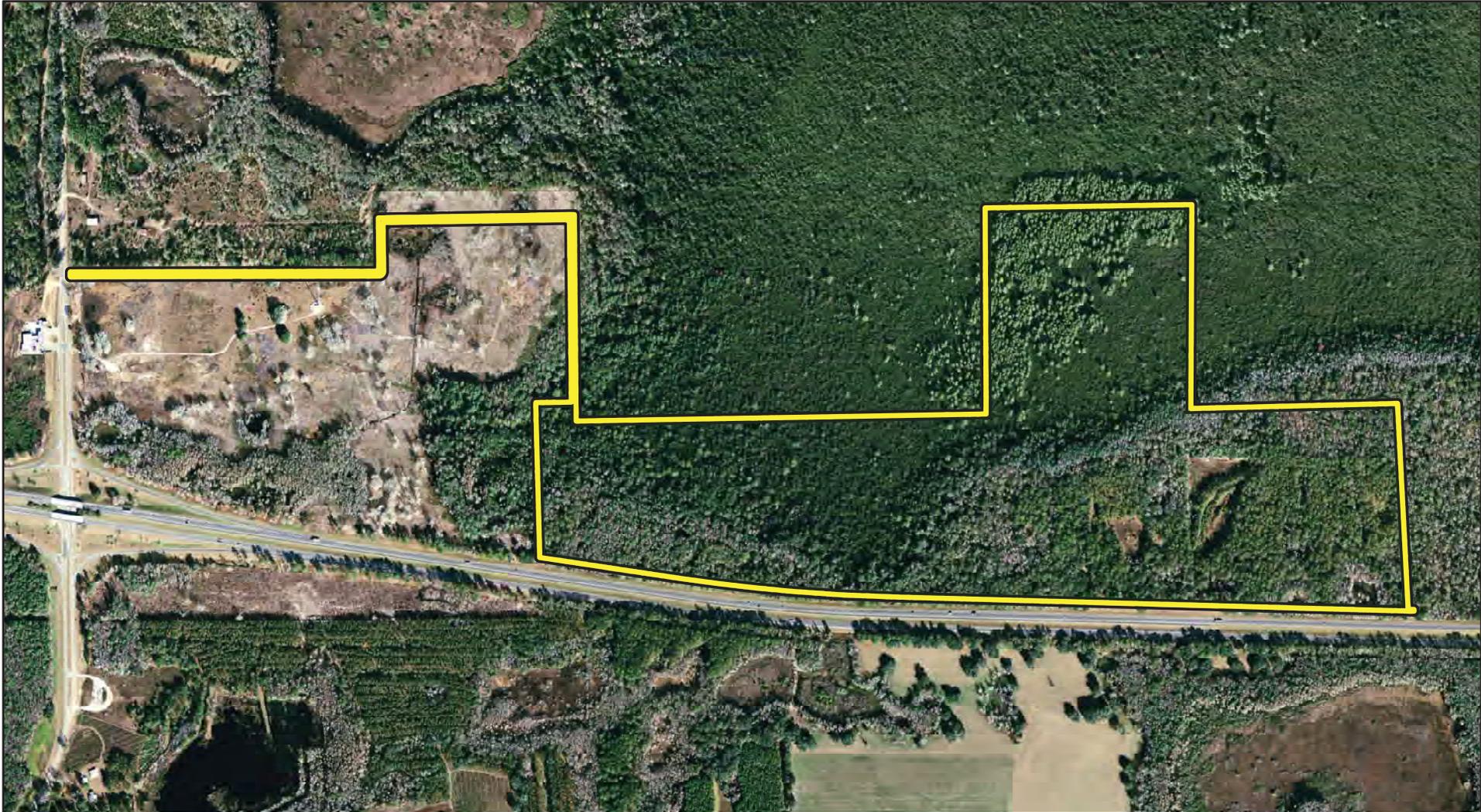


-  Property Boundary
-  Surface Water Protection 69%
-  Rivers and Streams

**Mitchell G. and Paula Hancock
Donation Offer
Surface Water Protection**

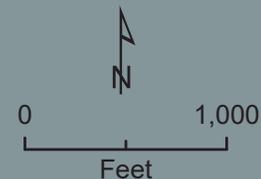


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 6/2/2017



-  Property Boundary
-  Aquifer Recharge 0%
-  Rivers and Streams

**Mitchell G. and Paula Hancock
Donation Offer
Aquifer Recharge Protection**



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 6/2/2017

MEMORANDUM

TO: Governing Board

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

DATE: June 30, 2017

RE: Approval of Conveyance to Dixie County School Board, 147 Acres +/-, Dixie County

RECOMMENDATION

Staff requests Governing Board approve the conveyance of 147 Acres +/- to the Dixie County School Board.

BACKGROUND

The property was conveyed to the Dixie County School Board in January of 2011 with a reverter clause requiring commencement of construction of a school facility by January of 2016 and construction completion by January 2018 to prevent reversion to the District. The School District was able to locate the new facility in an alternate location and did not begin construction on this site. The property has reverted to the District.

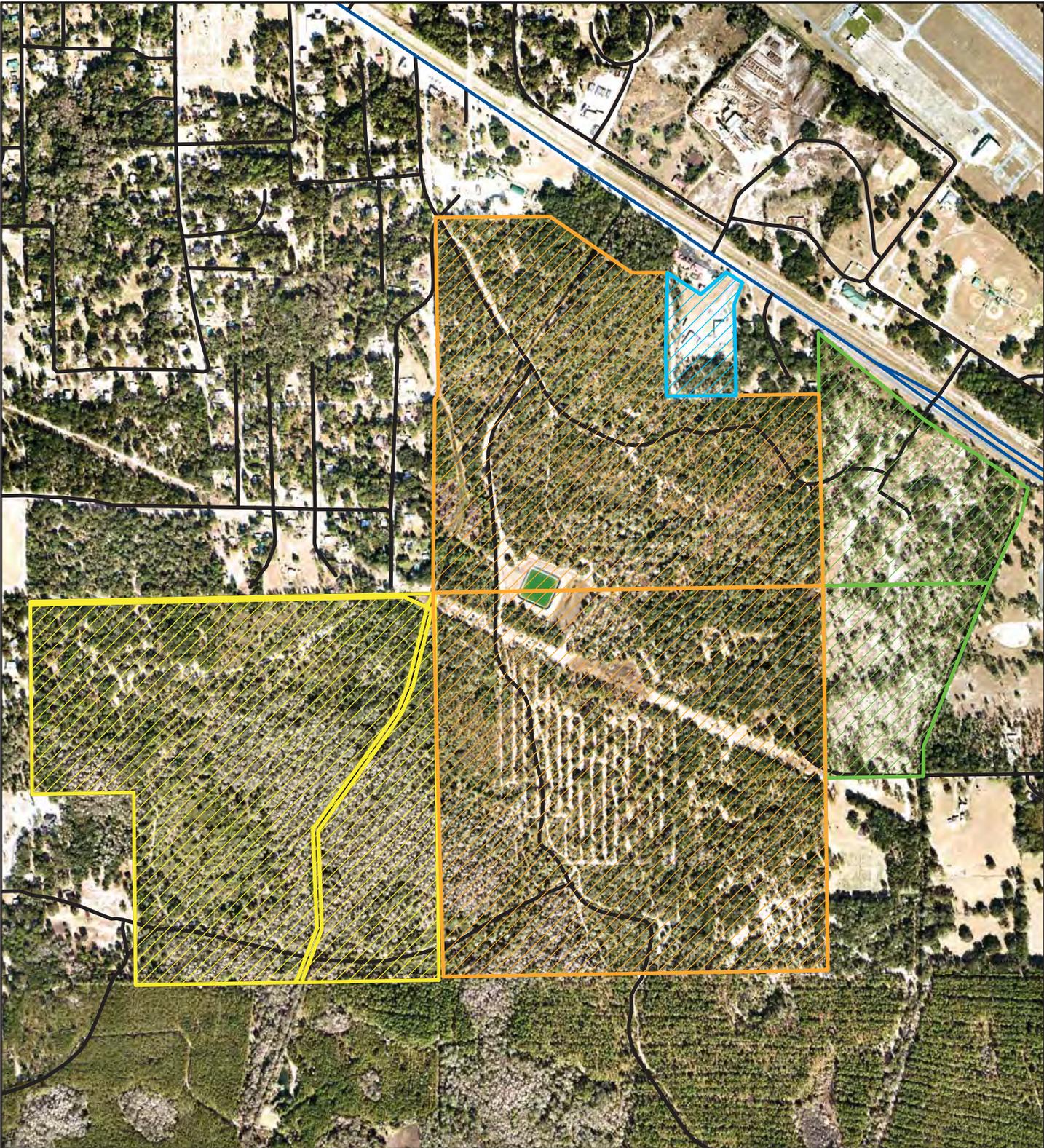
Staff received a letter on April 6, 2015 from the Dixie County School Board requesting that the District remove or revise the reverter clause to allow alternative uses. The Lands Committee approved staffs request to allow the revision of the reverter clause request at its December 8, 2015 meeting.

The Dixie County School Board and District staff met on April 21, 2017 to discuss revising the intended uses to allow the local Dixie County FFA Chapter to utilize the property.

District Staff presented the proposed conveyance terms to the Dixie County School Board on May 9th, 2017. The School Board accepted the terms at that meeting.

District staff is proposing the use of the attached Deed of Conveyance form to convey the property to the School Board and define the intended purposes for which the property shall be used. A quit claim deed from the School Board to the District would be executed and recorded immediately prior to the Deed of Conveyance.

/kr
Attachments

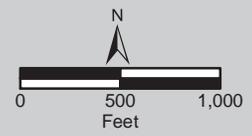


- Sprayfield Conveyed to Dixie School Board 147 Acres MOL
- Planned Mid-High School
- Sprayfield Conveyed to Dixie County
- Sprayfield Conveyed to City of Cross City

Roads and Highways

- US
- Local Roads

Cross City Sprayfield
Dixie County School Board Property



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 on 7/8/2015

Prepared by and return to:
Davis, Schnitker, Reeves & Browning, P.A.
519 West Base Street
Madison, Florida 32340
File No.:

[Space Above This Line For Recording Data]

Deed of Conveyance to a Government Entity Pursuant to Section 373.099, Florida Statutes

THIS DEED, made this _____ day of _____, 2017, by the
SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management
district created pursuant to Section 373.069, Florida Statutes, whose mailing address is 9225 CR
49, Live Oak, Florida 32060, (the "DISTRICT"), and SCHOOL BOARD OF DIXIE COUNTY,
FLORIDA, a public entity, 16077 NE 19 Highway, Cross City, FL 32628, (the "GRANTEE"),

WITNESSETH that the DISTRICT, for and in consideration of the sum of \$10.00 to it in
hand paid by the GRANTEE, receipt whereof is hereby acknowledged, has granted, bargained
and sold to the GRANTEE, his or her heirs and assigns forever, the following described land
lying and being in Dixie County, Florida:

TOWNSHIP 10 SOUTH, RANGE 12 EAST

SECTION 16: Begin at the NE corner of NE1/4 and run South along the East line of
NE1/4 approximately 2666.00 feet to the SE corner of NE1/4; run S
89degrees 01feet 26 minutes W, 2082.07 feet to the NW corner of said
E1/2 of SW1/4 of NE1/4; run N 00 degrees 39 feet 06 minutes W, 1323.31
feet to the NW corner of said E1/2 of SW1/4 of NE1/4; run S 88 degrees
55 feet 33 minutes W, 694.11 feet to the SW corner of NW1/4 of NE1/4,
run N 00 degrees 37 feet 53 minutes W, 1322.10 feet to the NW corner of
NE1/4; run N 88 degrees 49 feet 38 minutes E, 2776.23 feet to the Point of
Beginning.

(the "PROPERTY")

STATUTORY AUTHORITY FOR CONVEYANCE AND COMPLIANCE WITH CONDITIONS PRECEDENT. The DISTRICT is authorized to execute this deed and convey its interest in the PROPERTY to the GRANTEE pursuant to Section 373.056(4), Florida Statutes. Pursuant to such statute, the governing board of the DISTRICT has determined that the PROPERTY is not required for the DISTRICT's purposes and that the terms and conditions of this deed are appropriate.

NO WARRANTIES OF TITLE. Notice is given that Section 373.099, Florida Statutes, prohibits the DISTRICT from giving any warranties of title to the PROPERTY. Further, the DISTRICT disclaims any responsibility for the accuracy of the above legal description.

INTERESTS IN CERTAIN MINERALS. Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the PROPERTY's phosphate, minerals, metals and petroleum may be reserved to the DISTRICT. Such statute provides, among other things, that the maximum interest which may be reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum.

EXECUTION OF THIS DEED. Pursuant to Section 373.099, Florida Statutes, this deed shall be executed in the name of the DISTRICT by its governing board acting by the chair or vice chair of said board and shall have the corporate seal of the board affixed thereto attested by its secretary and shall thereafter be effective to pass the title or interest of the DISTRICT in the PROPERTY.

NO DOCUMENTARY STAMP TAX DUE. This conveyance is between two government entities and therefore not subject to documentary stamp tax pursuant to Rule 12B-4.014(10), Florida Administrative Code.

INTENDED PURPOSES AND OPTION TO REPURCHASE. This deed is made and accepted on the condition that the PROPERTY shall be perpetually and exclusively used by the GRANTEE for the INTENDED PURPOSES (as set out below).

Intended Purposes

It is intended that the PROPERTY shall be perpetually and exclusively used as follows:

1. For agriculture and silvaculture education purposes including the “hands on” raising of crops, livestock and/or forest products by students as part of such education.
2. For the generation of revenue by the raising and selling of crops, livestock and/or forest products by students.
3. That all revenue raised by such students shall not become part of the general fund of the GRANTEE nor used for the GRANTEE’s general purposes, but rather shall stay a separate and non-commingled fund to be used exclusively for the educational purposes of the students who worked and raised such revenue.
4. That all of the above would be managed and directed by the Dixie County, Florida chapter of the Future Farmers of America, a federally chartered corporation, as provided in 36 U.S.C. § 70901 through 70914, in compliance with the GRANTEE’s policies and procedures.

(hereinafter the “INTENDED PURPOSES”).

Option to Repurchase

This deed is made and accepted subject to the DISTRICT’s reserved option to repurchase the PROPERTY, for the total price of ONE AND NO/100 (\$1.00) DOLLAR. This reserved option to repurchase may be exercised by the DISTRICT (1) should the DISTRICT believe that

the GRANTEE or its successors or assigns, are not using the PROPERTY for, and abiding by, the INTENDED PURPOSES, (2) for any other reason or (3) for no reason. The procedure for exercising the option shall be as follows: (1) the DISTRICT shall give written notice to the GRANTEE, or its successors or assigns, of the DISTRICT's intent to exercise this option and tender the purchase price of ONE AND NO/100 (\$1.00) DOLLAR, (2) the GRANTEE, or its successors or assigns, shall, no later than six months after receipt of such written notice and tender of the purchase price, deliver to the DISTRICT an executed quit-claim deed re-conveying the PROPERTY to the DISTRICT. During the time period between receipt of the written notice and delivery of the quit claim deed, the GRANTEE or its successors and assigns, may harvest and keep whatever crops or timber they have on the PROPERTY. Upon receipt of the quit claim deed from the GRANTEE, or its successors or assigns, all right title and interest in the PROPERTY shall revert to and revest in the DISTRICT or its heirs or assigns, as fully and completely as if this deed had never been executed by the DISTRICT or delivered to the GRANTEE.

RESERVATION. Further, the DISTRICT reserves the right to construct, operate and maintain structures or facilities for the management and testing of surface and groundwater, including rights of access to said structures or facilities and the right to run utility service thereto. The DISTRICT shall provide OWNER reasonable notice of its plans to construct such structures and/or facilities, including needs for access and utilities, and shall coordinate with OWNER to avoid unreasonable interference with the INTENDED PURPOSES. Such structures or facilities may include, without limitation by enumeration, monitoring wells, recharge wells, water storage basins, telemetry stations, and weather stations.

(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

Prepared by:
**Davis, Schnitker, Reeves
& Browning, P.A.**
Post Office Drawer 652
Madison, Florida 32341
File No.:

_____ [Space Above This Line For Recording Data] _____

QUIT CLAIM DEED

THIS INDENTURE, Made this _____ day of _____, 2017,
between THE SCHOOL BOARD OF DIXIE COUNTY, FLORIDA, an agency of the State of
Florida, whose mailing address is 16077 NE Highway 19, Bldg 20, Cross City, Florida 32628,
party of the first part, and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a
Florida water management district created pursuant to Section 373.069, Florida Statutes, whose
mailing address is 9225 CR 49, Live Oak, Florida 32060, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TEN AND
NO/100 (\$10.00) DOLLARS, receipt whereof is hereby acknowledged, has remised, released
and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of
the second part all the right, title, interest, claim and demand which the said party of the first part
has in and to the following described non-homestead lot, piece or parcel of land, situate lying and
being in the County of Dixie, State of Florida, to-wit:

TOWNSHIP 10 SOUTH, RANGE 12 EAST

SECTION 16: Begin at the NE corner of NE1/4 and run South along the
East line of NE1/4 approximately 2666.00 feet to the SE
corner of NE1/4; run S 89 degrees 01 feet 26 minutes W,

2082.07 feet to the SW corner of said E1/2 of SW1/4 of NE1/4; run N 00 degrees 39 feet 06 minutes W, 1323.31 feet to the NW corner of said E1/2 of SW1/4 of NE1/4; run S 88 degrees 55 feet 33 minutes W, 694.11 feet to the SW corner of NW1/4 of NE1/4, run N 00 degrees 37 feet 53 minutes W, 1322.10 feet to the NW corner of NE1/4; run N 88 degrees 49 feet 38 minutes E, 2776.23 feet to the Point of Beginning.

(The "PROPERTY")

THE PROPERTY WAS PREVIOUSLY CONVEYED BY THE PARTY OF THE SECOND PART TO THE PARTY OF THE FIRST PART BY THAT CERTAIN "FEE SIMPLE DEED" DATED JANUARY 27, 2011 AND RECORDED IN THE PUBLIC RECORDS OF DIXIE COUNTY, FLORIDA ON FEBRUARY 22, 2011 AT O.R. BOOK 426, PAGE 83 (THE "FIRST DEED"); AND THAT CERTAIN "CORRECTIVE DEED TO A GOVERNMENT ENTITY PURSUANT TO SECTION 373.099, FLORIDA STATUTES" DATED FEBRUARY 12, 2013 AND RECORDED IN THE PUBLIC RECORDS OF DIXIE COUNTY, FLORIDA ON FEBRUARY 27, 2013 AT O.R. BOOK 451, PAGE 26 (THE "SECOND DEED").

THE PARTY OF THE FIRST PART HEREBY ACKNOWLEDGES ALL OF THE FOLLOWING:

1. THE FIRST DEED CONTAINED A CERTAIN REVERTER CLAUSE (THE "REVERTER"), WHICH WAS REAFFIRMED IN THE SECOND DEED.
2. ALL OF THE CONDITIONS OF THE REVERTER HAVE BEEN MET. THEREFORE, TITLE TO THE PROPERTY HAS ALREADY VESTED IN THE PARTY OF THE SECOND PART BY OPERATION OF THE REVERTER.
3. THIS DEED IS GIVEN TO SHOW "OF RECORD" THE OPERATION OF THE REVERTER, AND, IN AN ABUNDANCE OF CAUTION, TO CONVEY WHATEVER INTEREST IN THE PROPERTY MAY REMAIN IN THE PARTY OF THE FIRST PART, IF ANY.

TO HAVE AND TO HOLD the same, together with all the singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use,

benefit and behoof of the said party of the second part.

INTERESTS IN CERTAIN MINERALS. The party of the first part has chosen and hereby chooses not to reserve the interest in the PROPERTY's phosphate, minerals, metals and petroleum which would otherwise be reserved to the party of the first part by the operation of Section 270.11, Florida Statutes, if any.

NO DOCUMENTARY STAMP TAX DUE. This conveyance is between two government entities and therefore not subject to documentary stamp tax pursuant to Rule 12B-4.014(10), Florida Administrative Code.

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

SCHOOL BOARD OF DIXIE COUNTY,
FLORIDA

By: _____

Witness

Its chair

Witness

Superintendent of Schools

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

STATE OF FLORIDA
COUNTY OF DIXIE

The foregoing was acknowledged before me on this _____ day of _____, 2017, by _____ as the chair of the SCHOOL BOARD OF DIXIE COUNTY, FLORIDA, who is personally known to me or who produced _____ as identification.

Notary Public

My Commission Expires:

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

DIXIE DISTRICT SCHOOLS

16077 NE 19 Highway
Cross City, Florida 32628-0890
Phone (352) 498-6131
FAX (352) 498-1308
Mark A. Rains, Superintendent
www.dixie.k12.fl.us

Our schools will provide a quality learning environment by providing opportunities through educational planning and community partnerships that ensures student success.

Chairman of Board
Timothy Alexander
Vice Chairman of Board
Cheryl Pridgeon



Board Members
Chuck Farmer
Paul Gainey
Dwayne Rollison

April 6, 2015

Keith Rowell
Suwannee River Water Management District
9225 County Road 49
Live Oak, FL 32060

RECEIVED
SRWMD
MAY 01 2015
ORIGINAL TO FILE _____
COPIES TO _____

Dear Mr. Rowell:

Per our phone conversation on April 6, 2015, we are requesting that the reverter clause on the property donated by the Suwannee River Water Management District to the Dixie County School Board be removed from the deed. This property is located adjacent to Ruth Rains Middle School. The new Dixie County Middle-High School will be located nearby. However, this property would make an excellent Ecolab for Ruth Rains Middle School and Dixie County High School. We also understand that a corrective deed needs to be recorded to correct the legal description. This could be handled at the same time.

Thank you for your generosity. If you need any further information, please contact my office.

Sincerely,



Mark A. Rains, Superintendent
Dixie District Schools



Timothy W. Alexander, Chairman
Dixie County School Board

MEMORANDUM

TO: Governing Board
FROM: Roary Snider, Chief of Staff
DATE: June 30, 2017
RE: Renewal of Prescribed Fire Services Contracts for Fiscal Year 2017-2018

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to renew the following contracts for Prescribed Fire Services in Fiscal Year 2017-2018 for a total amount not to exceed \$488,000: 16/17-059 Attack One Fire Management Services; 16/17-041 B&B Dugger; 16/17-040 Natural Resource Planning Service; 16/17-034 Schmidt Reforestation Services; and 16/17-031 Wildlands Fire Service.

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 (RFP) 15/16-013 AO for Prescribed Fire Services on June 1, 2016. After fully evaluating and ranking submittals, and with approval from the Governing Board, contracts were developed with the following five firms:

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 Services	Perry, Florida
Wildlands Fire Service	Tallahassee, Florida

District procedures allow for service contracts to be renewed twice, provided the District is satisfied with the contractor's work and the contractor agrees to maintain the same rates. This is the first time these contracts is eligible for renewal.

The recommendation to renew these contracts considers the following items: Although the number of acres burned in 2017 fell short of fiscal year goals, Contractors did their best to complete their work within assigned timeframes even though they faced many weather related restrictions that greatly reduced the number of available burn days. Also, the average cost/acre for prescribed burning has been steady at around \$35.00 for the last three years. With the recent procurement of prices in FY 2017, staff feels it is unlikely to see any significant cost savings if this work were rebid in FY 2018.

Following the approval of this recommendation, contractors will be issued work orders that provide 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 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 lowest bidder.

Funding for these contracts are included in the FY 2018 budget.

SG/pf

MEMORANDUM

TO: Governing Board
FROM: Roary E. Snider, Esq., Chief of Staff
DATE: June 30, 2017
SUBJECT: District Land Management & Twin River State Forest (TRSF) Activity Summary

District staff met with Suwannee Bicycle Association representatives to review a proposed extension of the Gar Pond Bicycle Trail.

District staff attended the semi-annual meeting of the Florida National Scenic Trail Coalition in Tallahassee. The coalition is made up of representatives of the US Forest Service, land managers and Florida Trail Association. The group sets goals and standards for managing The Florida National Scenic Trail.

District staff met with an equestrian group at Mattair Springs to discuss how they can volunteer to assist with maintenance of equestrian trails on District lands. Collectively the group will organize the Suwannee Valley Back Country Horsemen Association.

District met with William Bloodworth, Camp Anderson Director in Old Town about using District lands for boat and canoe camping with some of their camp groups District staff participated in the Florida Fish and Wildlife Conservation Commission's Big Bend Bear Stakeholder Meeting.

TRSF staff completed the boundary line maintenance on the Nekoosa Tract.

TRSF staff replaced Tract entrance signs and 911 address on all tracts.

The attached report summarizes the status of current District and TRSF activities for the preceding month. District staff may address any items of particular interest to the Board or provide information to Board members upon request.

/pf

District Prescribed Fire Report

Summary Table FY 2017

	2017 Target Acres	Acres Complete
SRWMD	11,000	5,589
FFS TRSF	2,000	459
TOTAL	13,000	6,048

Contractors conducting prescribed burns on Suwannee River Water Management District (District) lands this year include: Attack-1 Fire Management (ATK-1), B&B Dugger (B&B), Natural Resource Planning Services (NRPS), Schmidt Reforestation Services (SRS), and Wildland Fire Services (WFS). Also included in this report are the acres the Florida Forest Service burns on Twin Rivers State Forest (FFS TRSF). When available, the Florida Forest Service (FFS COOP) will also provide a crew to burn additional acres on both District tracts and Twin Rivers State Forest.

FY 2017 Activity Table (2/14 - 3/16)

		B&B	NRPS	WFS	SRS	ATK-1	FFS COOP	FFS TRSF	Total Acres	Total Wildfire Acres
TRACT	COUNTY									
Mill Creek North	Madison	390								
Withlacoochee Quail Farm	Madison	172								
Jennings Bluff	Hamilton				110					
Peacock Slough	Suwannee		145							
Woods Ferry	Suwannee									29
<i>Sub-total for Period</i>		562	145	0	110	0	0	0	817	29.00
<i>Previous Acres Burned</i>		1,147	1,120	1,5450	399	0	561	459		
Total Acres		1,709	1,265	1,545	509	0	561	459	6,048	29.00

District Natural Community Restoration Projects:

- To date, contractors have roller chopped 1,724 acres and herbicided 36 acres help meet FY 2017 project goals.

FY 2017 Activity Table - Vegetation Management (10/1/2016 - 6/23/2017)

Fiscal Year	Tract/ Project Area	Herbicide (Acres)		Roller Chop (Acres)	
		Planned	Complete	Planned	Complete
2017					
	Mattair Springs	88.0	36.0	0.0	0.0
	Swift Creek	103.0	0.0	0.0	0.0
	Mallory Swamp	0.0	0.0	2,181.0	1,724.0

District Invasive Plant Management Work:

- In FY 2017 approximately 157 invasive plant infestations are scheduled to be monitored and approximately 96 areas are scheduled for treatment. To date, District staff have monitored 43 infested areas and treated 28 areas.

District Conservation Easement Monitoring

- Conservation Easement inspections for Hancock Otter Creek and Cedar Hammock and Weyerhaeuser Gainesville Wellfield tracts were completed. Inspection Reports are being drafted.
- Staff is working with Loncala to revise the exhibit maps at Montechoa.
- Staff inspected the California Swamp easement with Campbell Global on March 17.
- Staff inspected the Bailey Brothers CE on June 6. Work is underway to make some map revisions.
- Staff inspected the Dixie Plantation CE on June 21.

District Timber Sales

- Mattair Springs #4 has been completed.
- Steinhatchee Springs # 17: The soils have been saturated since the contract was executed. The harvest is suspended.

- Steinhatchee Springs # 18: The soils have been saturated since the contract was executed. The harvest is suspended.
- Stephen Foster #1: The preharvest meeting occurred on June 22 and harvesting commenced on June 27.
- Woods Ferry #5: The preharvest meeting was held on June 22 and harvesting commenced the same day.

Sale	Contract	Acres	Tons Harvested	Revenue	Status	Contract End Date
Mattair Springs #4	15/16-056	196	4,675	\$88,467.73	Sale Complete	May 31, 2017
Steinhatchee Springs #17	16/17-085	303			Harvest Suspended	January 20, 2018
Steinhatchee Springs #18	16/17-086	208			Harvest Suspended	January 20, 2018
Stephen Foster #1	16/17-226	376			Harvest Underway	June 20, 2018
Woods Ferry #5	16/17-227	76			Harvest Underway	June 21, 2018
White Springs #1	16/17-228	94			Harvest Suspended	June 19, 2018
Blue Sink #3	16/17-229	106			Contract Executed	June 19, 2018

Twin River State Forest Timber Sales

Ellaville #14: Harvesting has been completed.

Mill Creek South #9: Harvesting is underway. This contract was amended on June 26 to include additional acres on the Ellaville Tract where a bug spot of less than 15 acres was identified by Forest Service staff.

Sale	Contract	Acres	Tons Harvested	Revenue	Status	Contract End Date
Mill Creek South #9	16/17-083	95	1,573	\$28,743.72	Harvest Underway	January 20, 2018
Ellaville #14	16/17-084	99	2,353	\$43,108.19	Harvest Complete	January 20, 2018

Additional timber sales to reduce risks associated with Southern Pine Beetle are being planned for the Ellaville Tract and the Pot Springs Tract.

An ITB was issued for timber cruising on two areas for future sales.

MEMORANDUM

TO: Governing Board
 FROM: Roary E. Snider, Esq., Chief of Staff
 DATE: June 30, 2017
 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, Review is in process.
SRWMD	Sandlin Bay Sale/Exchange to U.S. Forest Service	2,023	Columbia	USFS Staff received authorization to proceed with purchase March 1, 2017 subject to appraisal update. Updates are underway.
BTG Pactual MoDOT Tract	Camp Blanding Buffers BTG Pactual	630 +/-	Bradford	North Florida Land Trust (NFLT) purchased tract. Staff to work with NFLT on WRD project.
Jerry Coker, Etal	Lumber Camp Springs	37 +/-	Gilchrist	Title Issue regarding access being resolved. Contract will be presented to GB upon resolution.
Ware Forest, LLC	Ware Forest	160 +/-	Jefferson	Timber Cruise and Appraisal Complete. Negotiations underway by acquisition partner.
Chemours Tract	Chemours Bradford and Clay County	893	Bradford/Clay	GB approved 06/13/2017
Tim Walker, Etal	Tim Walker Conservation Easement	90 +/-	Lafayette	Appraisal ITB underway.

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	As-Builts have been received. Property to be conveyed to County upon review.
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.

Tract	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Price	Comments
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.
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.	Survey of Surplus Tract Underway.
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.
Columbia County Surplus	78 +/-	Columbia	07/2015	Enforce ment Action	ITB in Process	N/A	To be determined by appraisal	Governing Board approved surplus on 7/12/2016. Survey ITB in process.
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. Document approval in process.

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	Exchange Completed.

/kr

MEMORANDUM

TO: Governing Board
FROM: Tom Mirti, Director, Division of Water Resources
DATE: June 30, 2017
RE: Authorization for the Executive Director to Execute Contract with Huss Drilling, Inc. for Well Construction and Associated Hydrogeological Testing

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute a contract with Huss Drilling, Inc., for well construction and associated hydrogeological testing throughout the District for an amount not to exceed \$201,400.

BACKGROUND

On June 8, 2017, the District issued and Invitation to Bid 16/17-024 for Monitor Well Construction Services from qualified well drilling contractor.

On June 28, 2017, timely bid responses were opened at District headquarters in Live Oak. Two qualified contractors submitted bids, which have been tabulated below. Huss Drilling, Inc., submitted the lowest bid to conduct the work at \$201,400.

Bidder	Well Construction Round 3 Proposed Bid Amounts
Huss Drilling, Inc.	\$201,400
Partridge Well Drilling Company, Inc.	\$341,165

For comparison, results from the two prior task work authorization bids are provided below

Bidder	Task Work Authorization No. 1 Proposed Bid Amount
Huss Drilling, Inc.	\$176,500
Partridge Well Drilling Company, Inc.	\$215,800
A.C. Schultes of Florida, Inc.	\$829,850

Bidder	Task Work Authorization No. 2 Proposed Bid Amount
Huss Drilling, Inc.	\$203,205
Partridge Well Drilling Company, Inc.	\$233,250
A.C. Schultes of Florida, Inc.	No bid submittal

The well construction specifications and listed bid item costs have been compared with those of neighboring water management districts and compare favorably both in terms of what well construction specifications are requested of drilling contractors and for the relative unit costs.

The goal of monitor well construction is to obtain a well suitable for water level and quality sample collection from clearly identified aquifers and geological formations. In addition, detailed geotechnical information about the subsurface is collected during the drilling process. These requirements necessitate the use of PVC well casing, which in turn requires mud rotary well drilling equipment and methods. In the District, residential and irrigation wells are typically constructed with driven steel casings, which can be installed more quickly and at lower cost, but at the expense of collection of detailed geotechnical information and with the potential of compromising water quality sampling analyses. Table 1 (below) provides a cost comparison of the low bidder unit prices with neighboring water management districts' unit prices with respect to typical and recent monitor well construction bid results.

Table 1. Cost Comparison of Monitor Well Drilling

Description	Unit*	SRWMD	SWFWMD	SJRWMD	Comments
Mob/Demob	EA	\$1,500	NA	\$1,100	SWF mobilization built into drilling cost
Standby	HR	\$125	\$200	\$150	
Gravel	CY	\$500	NA	\$125	SWF provides materials
Cement	SK	\$50	NA	\$30	SWF provides materials
Hole Plug	SK	\$50	NA	\$30	SWF provides materials
SPT	LF	\$20	NA	\$19.3	SWF performs own SPT
Core Samples	LF	\$0	NA	\$40	SWF obtains own cores
Install 12" casing	LF	\$40	\$81	\$77.75	SWF provides materials
Install 8" casing	LF	\$80	\$75	\$62.94	SWF provides materials
Install 4" casing	LF	\$40	NA	\$38.66	
Drill with 4" bit	LF	\$30	\$14	\$12	
Install 4" screen	LF	\$40	NA	\$63.75	SWF provides materials
Install 4" PVC csg	LF	\$40	NA	\$32.33	SWF provides materials
Well Development	HR	\$200	\$200	\$170	
Bollards, casing protection, concrete pad	EA	\$1,000	NA	\$880	SJR uses 4" diameter bollards and a 2' pad SWF provides own materials SRWMD uses 4" bollards and a 4' pad
Geophysical	EA	\$2,500	NA	\$1,800	SWF conducts own geophysical testing

*- EA – each; HR – hour; CY – cubic yard; SK – sack; LF – linear foot; PVC csg – polyvinyl chloride casing; SPT – Standard Penetration Test

Upon finalization of a contract with the approved low bidder, staff and the District's Contractor, Barnes, Ferland and Associates, will schedule drilling and geotechnical work at identified well sites as soon as is practical. Funding for this recommendation is included in the Fiscal Year 2017 and 2018 budgets under fund code 01-2-586-2-1200-27.

THM/pf

MEMORANDUM

TO: Governing Board
FROM: Tom Mirti, Director, Water Resources
DATE: June 30, 2017
RE: Agricultural Water Use Monitoring Report

BACKGROUND

In September 2012, the District began a program of water use monitoring for agricultural water use reporting on wells of 8" diameter or greater. Where possible, agricultural water use is estimated using monthly power consumption records provided by the electrical power provider. 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 562 (109.1 MGD) monitoring points.

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. The District employs telemetry to conduct water use monitoring on diesel-power systems. There are currently 290 (52.9 MGD) telemetry (only) systems installed by the District for this purpose. There are another 43 telemetry systems installed at electric use monitoring sites in order to QA the monthly power consumption records, for a total of 332 telemetry systems installed.

Some withdrawal points have very limited use and are monitored by individual site visits. There are currently 315 (23.9 MGD) limited use monitoring points in the District. Some users monitor their own water use and report that data to the District. There are currently three (0.4 MGD) self-monitored points.

To date, the District has permitted 1,424 (216.1 MGD) irrigation wells which include a water use monitoring condition, of which 1,200 (190.1 MGD) wells are active, i.e., the wells have been drilled already. Of the 1,200 active wells, 1,170 (186.3 MGD) are being monitored as of June 9, roughly 97.5% of existing active wells (98.0% of allocation) with water use permit monitoring conditions.

Of the remaining estimated 30 (3.9 MGD) active stations that currently will require water use monitoring, zero (0.0 MGD) are a diesel- or gas-powered systems requiring District telemetry, 28 (3.7 MGD) are electric systems, and two (0.2 MGD) systems still require identification. There are 216 (25.8 MGD) proposed stations (that is, the wells are yet to be drilled); 46 (3.8 MGD) are expected to be diesel or gas, 119 (17.4 MGD) are expected to be electric, and 51 (4.7 MGD) are yet to be determined.

TM/pf

MEMORANDUM

TO: Governing Board

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

DATE: June 30, 2017

RE: Approval of a Modification of Water Use Permit 2-079-216959-3, with a 0.4203 mgd Increase in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.6889 mgd of Groundwater for Agricultural Use at the Ragans Farm Project, Madison County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-079-216959-3 with seventeen standard conditions and six special limiting conditions, to Lance Ragans, in Madison County.

BACKGROUND

This is a modification of an existing agricultural water use to add 116 irrigated acres, qualify for cost-share, and receive a ten-year permit extension. The project consists of 437 controlled and 323 irrigated acres and is located half a mile southeast of Lee in Madison County. Corn, carrots, peanuts, snap beans, sweet potatoes, or rye will be irrigated using groundwater from three wells through four center pivots. Supplemental irrigation models were used to determine the 0.6889 mgd 1-in-10-year drought allocation, a 0.4203 mgd increase from the previous sequence.

All wells eight inches in diameter or larger (3 of 3) will be monitored using electrical consumption. There are no lower quality water sources currently available for use, and no reports of interference or observed harm to water resources associated with previous withdrawals at this project. The project is not located in a Water Resource Caution Area.

Staff has determined the proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to 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
16-Jun-2017
APPLICATION #: 2-079-216959-3

Owner: Lance Ragans
PO Box 3262
Douglas, GA 31534-3262
(912) 381-1782

Applicant: Lance Ragans
PO Box 3262
Douglas, GA 31534-3262
(912) 381-1782

Agent: Clif Townsend
Townsend Brothers Ag Enterprises, LLC
5608 CR 249
Live Oak, FL 32060
(386) 364-4363

Compliance Contact: Clif Townsend
Townsend Brothers Ag Enterprises, LLC
5608 CR 249
Live Oak, FL 32060
(386) 364-4363

Project Name: Ragans Farms
County: Madison

Located in WRCA: No
Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 0.6889 mgd of groundwater for supplemental irrigation of corn/ carrot, a maximum of 0.5094 mgd of groundwater for supplemental irrigation of beans/ potatoes/ rye, a maximum of 0.4325 mgd of groundwater for supplemental irrigation of corn/ rye, or a maximum of 0.3201 mgd of groundwater for supplemental irrigation of peanuts/ rye.

Recommendation: Approval

Reviewers: Tim Sagul; Stefani Weeks; Warren Zwanka

WATER USE SUMMARY:

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	Allocation Change (Million Gallons Per Day)
0.6889	0.0000	+0.4203

Recommended Permit Duration and Compliance Reporting: 10-year extension; permit to expire April 6, 2035.

USE STATUS: This is a modification of an existing agricultural use to receive cost-share funding for remote controlling equipment and soil moisture probes and to add 116 irrigated acres.

PROJECT DESCRIPTION:

This project is located approximately one half mile south of US-90 and one mile southeast of Lee in Madison County, and consists of 437 controlled and 323 irrigated acres. Groundwater from one active and two proposed wells will be used to irrigate a corn/ carrot, beans/ potatoes/ rye, corn/ rye, or peanuts/ rye rotation through two active and two proposed center pivots.

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 District's WUPAR model was used to determine the 15.61 inches/ year supplemental irrigation requirement for corn. The GIS-Based Water Resources and Agricultural Permitting and Planning System was used to determine the following supplemental irrigation requirements:

Carrot grown from September 15 to May 1: 13.06 inches/ year

Sweet potatoes grown from May 1 to November 1: 11.69 inches/ year

Peanuts grown from April 1 to September 15: 10.93 inches/ year

Snap beans grown from March 1 to May 1: 7.12 inches/ year

Rye grown from November 1 to February 28: 2.39 inches/ year

PERMIT APPLICATION REVIEW:

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

(a) is a reasonable-beneficial use;

(b) will not interfere with any presently existing legal use of water; and

(c) is consistent with the public interest.

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

Is this a reasonable–beneficial use?

[ref. 40B-2.301(1)(a)]

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

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

No. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary. Additionally, no reports of interference from previous groundwater withdrawals have been received by the district. Therefore, continued 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. The 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 irrigation leaks and repairing them as needed, using new or retrofitted pivot irrigation systems and efficiency testing those systems every five years to maintain an 80% irrigation distribution uniformity, ensuring end gun shutoffs are working properly and only watering target crops, burying irrigation pipe to prevent damage, using UF-IFAS and NRCS-approved methods and soil moisture probes for scheduling irrigation, 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.

**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.

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 project wetlands. There are no wetlands on or proximate to the project, therefore the 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 are in accordance with MFLs and MFL recovery strategies pursuant to 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.

WITHDRAWAL POINT INFORMATION:

Site Name: Ragans Farms

Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
131611	Carlyle Well #1	10	--	FAS - Upper Floridan Aquifer	Active	Agricultural
131612	Carlyle Well #2	12	--	FAS - Upper Floridan Aquifer	Proposed	Agricultural
131620	Carlyle Well #3	12	--	FAS - Upper Floridan Aquifer	Proposed	Agricultural

Conditions

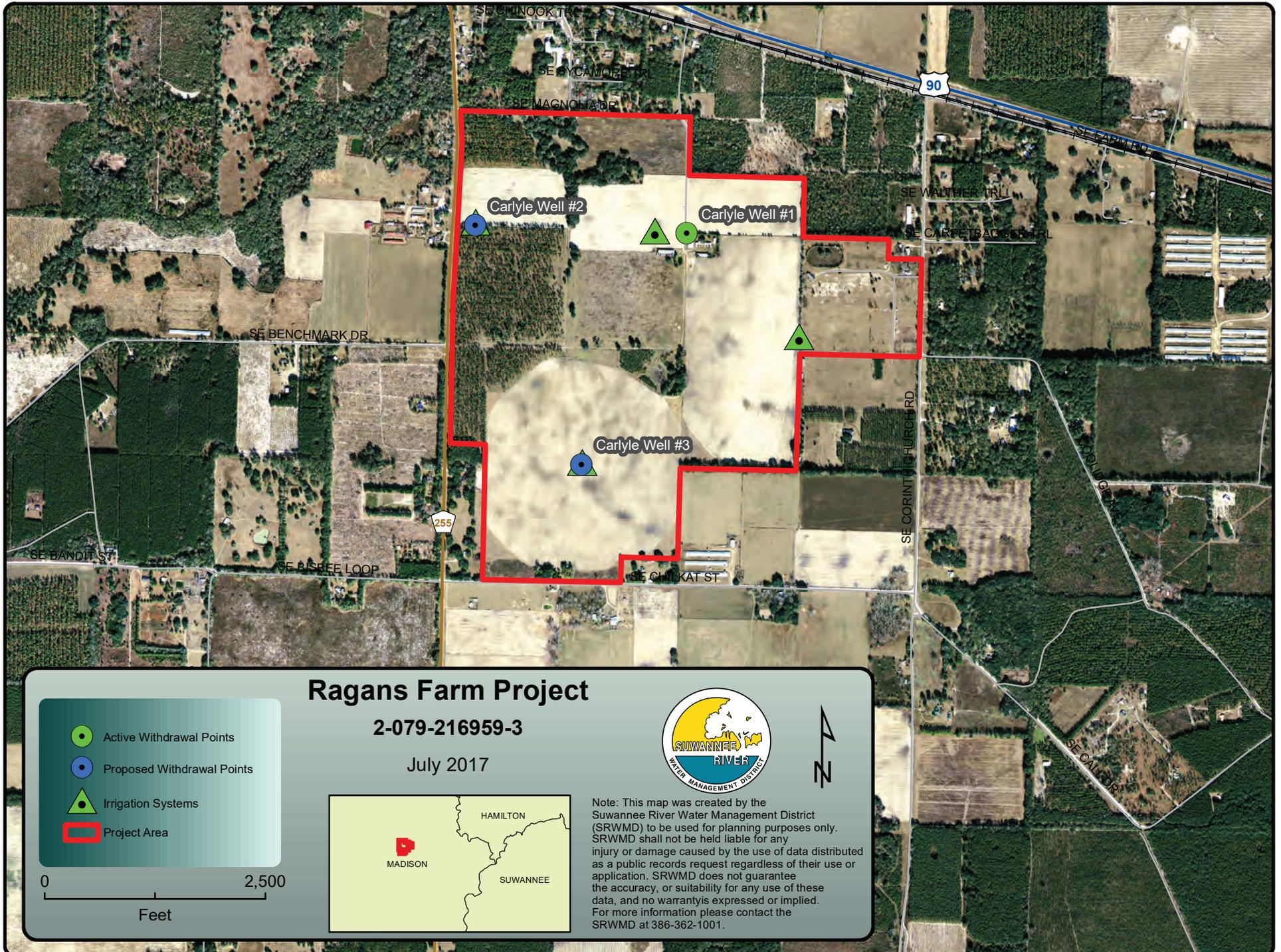
1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., 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 **4/6/2035**. The permittee must submit the appropriate application form incorporated and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
12. The permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
13. The permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.

15. The permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **(2-079-216959-3)**.
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. 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.

22. 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.

23. The permittee is authorized to withdraw a maximum of 0.6889 mgd of groundwater for supplemental irrigation of corn/ carrot, a maximum of 0.5094 mgd of groundwater for supplemental irrigation of beans/ potatoes/ rye, a maximum of 0.4325 mgd of groundwater for supplemental irrigation of corn/ rye, or a maximum of 0.3201 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.



Ragans Farm Project

2-079-216959-3

July 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: June 30, 2017

RE: Approval of a Modification of Water Use Permit 2-079-220530-3, with a 0.2716 mgd Increase in Allocation, Authorizing the Use of 1.0531 mgd of Groundwater for Agricultural Use at the Lylestanley Trace, LLC Project, Madison County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-079-220530-3 with seventeen standard conditions and seven special limiting conditions, to Lylestanley Trace, LLC and Kevin Folk, in Madison County.

BACKGROUND

This is a modification of an existing agricultural water use to add 140 irrigated acres and one ten inch diameter well, which increases the allocation to over 1 mgd and requires Board issuance. The project consists of 650 controlled and 470 irrigated acres and is located six and a half miles south of Lee in Madison County. On the additional acreage, corn, millet, rye, or hay will be irrigated using groundwater from one well through one additional center pivot. No changes were made to the previously permitted portion of the project. Supplemental irrigation models were used to determine the additional 0.2716 mgd of groundwater for the additional acreage, increasing the total permitted allocation to 1.0531 mgd in 1-in-10-year drought conditions.

All wells eight inches in diameter or larger (3 of 5) will be monitored using electrical consumption. There are no lower quality water sources currently available for use, and no reports of interference or observed harm to water resources associated with previous withdrawals at this project. The project area is not located in a Water Resource Caution Area.

Staff has determined the proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to 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
16-Jun-2017
APPLICATION #: 2-079-220530-3

Owner: Dave Roffey
Lylestanley Trace, LLC
330 SE Kayak St
Lee, FL 32059-8279
(276) 768-7886

Kevin Folk
330 SE Kayak St
Lee, FL 32059-8279

Applicant: Same as Owner

Agent: Not Applicable

Compliance Contact: Kevin Folk
330 SE Kayak St
Lee, FL 32059-8279

Project Name: Lylestanley Trace, LLC
County: Madison

Located in WRCA: No

Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 0.6880 mgd of groundwater for supplemental irrigation of pasture/ rye; and a maximum of 0.2716 mgd of groundwater for supplemental irrigation of corn/ millet/ rye, or a maximum of 0.0948 mgd of groundwater for supplemental irrigation of hay. The permittee is also authorized to withdraw a maximum of 0.0935 mgd of groundwater for livestock watering.

Recommendation: Approval

Reviewers: Tim Sagul; Stefani Weeks; Warren Zwanka

WATER USE SUMMARY:

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	Allocation Change (Million Gallons Per Day)
1.0531	0.0000	+0.2716

Recommended Permit Duration and Compliance Reporting: Permit to expire July 8, 2030, consistent with the terms of the previous permit sequence

USE STATUS: This is a modification of an existing agricultural use to add 140 irrigated acres and one 10-inch well.

PROJECT DESCRIPTION:

This project is located on SE Kayak Street, off CR-53, six and a half miles south of Lee in Madison County, and consists of 650 controlled and 470 irrigated acres. Groundwater from the proposed 10-inch diameter well will be use to irrigate an additional 140 acres of corn/ millet/ rye or hay through one center pivot.

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 District's WUPAR model was used to determine the 15.61 inches/ year supplemental irrigation requirement for corn. The GIS-Based Water Resources and Agricultural Permitting and Planning System was used to determine the following supplemental irrigation requirements:

Hay: 9.10 inches/ year

Millet grown from July 1 to October 15: 6.15 inches/ year

Rye grown from October 15 to February 28: 4.32 inches/ year

PERMIT APPLICATION REVIEW:

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

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

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

Is this a reasonable–beneficial use?

[ref. 40B-2.301(1)(a)]

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

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

No. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary. Additionally, no reports of interference from previous groundwater withdrawals have been received by the district. Therefore, continued 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. The 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 irrigation leaks and repairing them as needed, using new or retrofitted pivot irrigation systems and efficiency testing those systems every five years to maintain an 80% irrigation distribution uniformity, ensuring end gun shutoffs are working properly and only watering target crops, burying irrigation pipe to prevent damage, using UF-IFAS and NRCS-approved methods for scheduling irrigation, 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.

**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.

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 project wetlands. Staff inspected project wetlands and determined the continued 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 are in accordance with MFLs and MFL recovery strategies pursuant to 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.

WITHDRAWAL POINT INFORMATION:

Site Name: Lylestanley Trace, LLC

Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
118808	Well #2/Pivot 2 Well	12	1500	FAS - Upper Floridan Aquifer	Active	Agricultural
119570	Well #1/Northwest Well	12	1500	FAS - Upper Floridan Aquifer	Active	Agricultural
121059	Well #3/Milking Parlor	6	150	FAS - Upper Floridan Aquifer	Active	Agricultural
123626	Well #4/Backup Parlor	6	--	FAS - Upper Floridan Aquifer	Proposed	Agricultural
131665	Well #5/Northeast Well	10	--	FAS - Upper Floridan Aquifer	Proposed	Agricultural

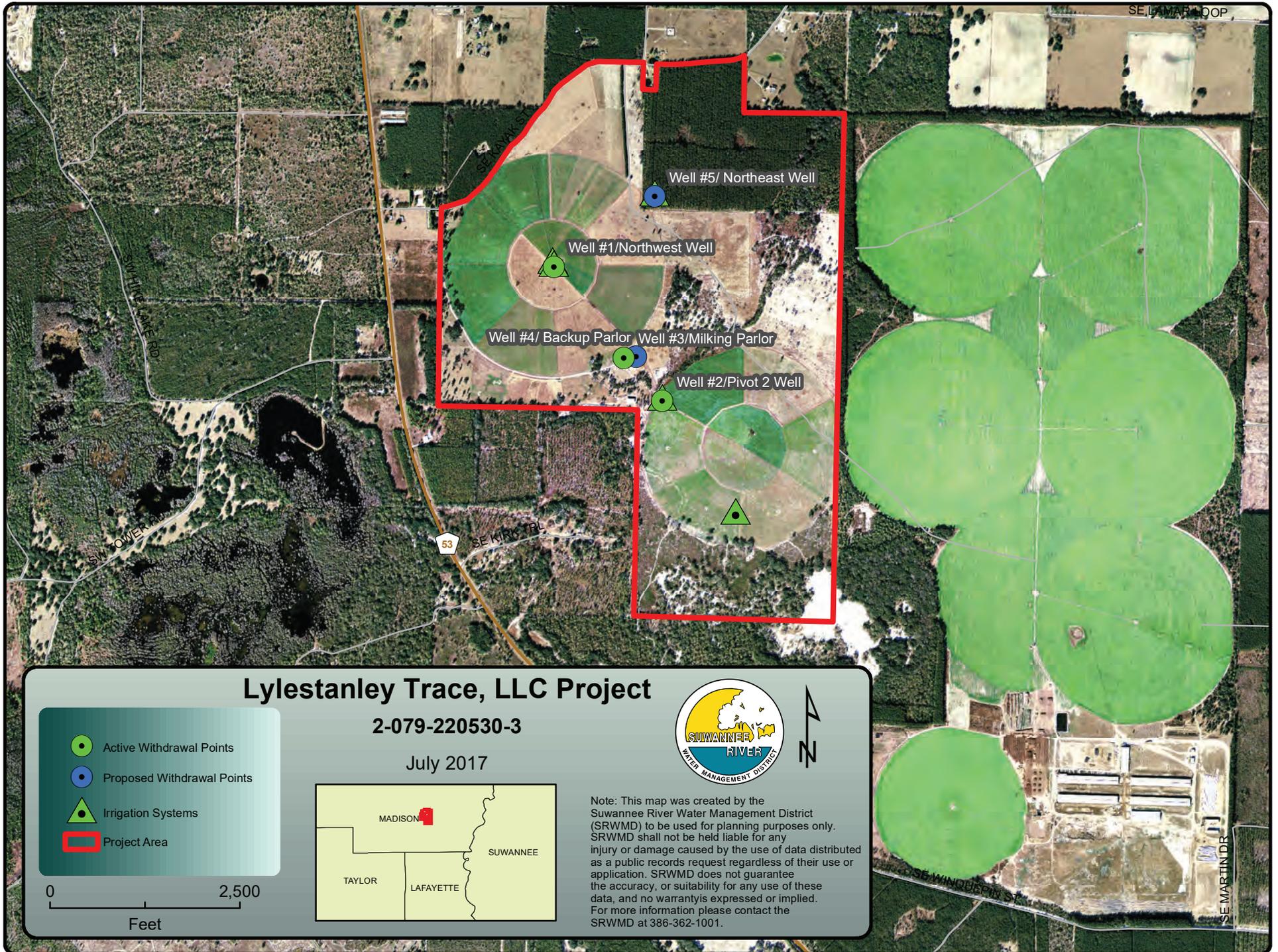
Conditions

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 **7/8/2030**. The permittee must submit the appropriate application form incorporated and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
12. The permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
13. The permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **(2-079-220530-3)**.
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. 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.

22. 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.
23. The permittee is authorized to withdraw a maximum of 0.6880 mgd of groundwater for supplemental irrigation of pasture/ rye; and a maximum of 0.2716 mgd of groundwater for supplemental irrigation of corn/ millet/ rye, or a maximum of 0.0948 mgd of groundwater for supplemental irrigation of hay. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
24. The permittee is authorized to withdraw a maximum of 0.0935 mgd of groundwater for livestock watering. Daily allocations are calculated on an average annual basis.



Lylestanley Trace, LLC Project

2-079-220530-3

July 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: June 30, 2017

RE: Approval of a Modification of Water Use Permit 2-121-220826-2, with a 0.1205 mgd Increase in Allocation and a Five-Year Permit Extension, Authorizing the Use of 0.6541 mgd of Groundwater for Agricultural Use at the Barn Field Project, Suwannee County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-121-220826-2 with seventeen standard conditions and seven special limiting conditions, to Townsend Brothers Ag Enterprises, LLC and Glenda Goff, in Suwannee County.

BACKGROUND

This is a modification of an existing agricultural water use to update irrigated acres, qualify for cost-share, and receive a five-year permit extension. The project consists of 497 controlled and 293 irrigated acres and is located nine miles northwest of Live Oak in Suwannee County. Corn, carrots, snap beans, sweet potatoes, peanuts, or rye will be irrigated using groundwater from three wells through six center pivots and a traveling gun system. Supplemental irrigation models were used to determine the 0.6541 mgd 1-in-10-year drought allocation, a 0.1205 mgd increase from the previous sequence.

All wells eight inches in diameter or larger (3 of 3) will be monitored using electrical consumption. There are no lower quality water sources currently available for use, and no reports of interference or observed harm to water resources associated with previous withdrawals at this project. The project area is in the Upper Suwannee River Regional Water Resource Caution Area.

Staff has determined the proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to 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
16-Jun-2017
APPLICATION #: 2-121-220826-2

Owner: Glenda Goff Life Estate
625 W. Lake Jasmine Cr
Vero Beach, FL 32962

Clif Townsend
Townsend Brothers Ag Enterprises, LLC
5608 County Road 249
Live Oak, FL 32060-8345
(386) 364-4363

Applicant: Glenda Goff Life Estate
625 W. Lake Jasmine Cr
Vero Beach, FL 32962

Clif Townsend
Townsend Brothers Ag Enterprises, LLC
5608 County Road 249
Live Oak, FL 32060-8345
(386) 364-4363

Agent: Not Applicable

Compliance Contact: Clif Townsend
Townsend Brothers Ag Enterprises, LLC
5608 County Road 249
Live Oak, FL 32060-8345
(386) 364-4363

Project Name: Barn Field
County: Suwannee

Located in WRCA: Yes

Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 0.6541 mgd of groundwater for supplemental irrigation of corn/ carrot, a maximum of 0.5311 mgd of groundwater for supplemental irrigation of beans/ potatoes/ rye, a maximum of 0.4021 mgd of groundwater for supplemental irrigation of corn/ rye, or a maximum of 0.3361 mgd of groundwater for supplemental irrigation of peanuts/ rye.

Recommendation: Approval

Reviewers: Tim Sagul; Stefani Weeks; Warren Zwanka

WATER USE SUMMARY:

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	Allocation Change (Million Gallons Per Day)
0.6541	0.0000	+0.1205

Recommended Permit Duration and Compliance Reporting: 5-year permit extension; to expire July 11, 2037.

USE STATUS: This is a modification of an existing agricultural use to update irrigated acres, receive cost-share funding for remote controlling equipment and soil moisture probes, and receive a 10-year extension for implementing voluntary monitoring of groundwater withdrawals.

PROJECT DESCRIPTION:

This project is located on CR-249, nine miles northwest of Live Oak, in Suwannee County and consists of 497 controlled and 293 irrigated acres. Groundwater from one active well and two proposed wells will be used to irrigate corn/ carrots, snap beans/ sweet potatoes/ rye, corn/ rye, or peanuts/ rye through six center pivots and a traveling gun system.

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 District's WUPAR model was used to determine the 15.61 inches/ year supplemental irrigation requirement for corn. The GIS-Based Water Resources and Agricultural Permitting and Planning System was used to determine the following supplemental irrigation requirements:

- Carrots grown from September 15 to May 1: 14.40 inches/ year
- Sweet potatoes grown from May 1 to November 1: 14.26 inches/ year
- Peanuts grown from April 1 to September 15: 12.57 inches/ year
- Snap beans grown from March 1 to May 1: 7.29 inches/ year
- Rye grown from November 1 to February 28: 2.90 inches/ year

PERMIT APPLICATION REVIEW:

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

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

In addition, the above requirements are detailed further in the District's Water Use Permitting Applicant's Handbook ("A.H."). District staff has reviewed the water use

permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit. Highlights of the staff review are provided below.

Is this a reasonable–beneficial use?

[ref. 40B-2.301(1)(a)]

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

Will this use interfere with any presently existing legal use of water?

[ref. 40B-2.301(1)(b)]

No. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary. Additionally, no reports of interference from previous groundwater withdrawals have been received by the district. Therefore, continued 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. The 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 irrigation leaks and repairing them as needed, using new or retrofitted pivot irrigation systems and efficiency testing those systems every five years to maintain an 80% irrigation distribution uniformity, ensuring end gun shutoffs are working properly and only watering target crops, burying irrigation pipe to prevent damage, using UF-IFAS and NRCS-approved methods and soil moisture probes for scheduling irrigation, 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.

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.

**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 project wetlands. Staff inspected project wetlands and determined the continued 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 are in accordance with MFLs and MFL recovery strategies pursuant to 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.

WITHDRAWAL POINT INFORMATION:

Site Name: Barn Field

Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
119451	Main Irrigation Well	10	1200	FAS - Upper Floridan Aquifer	Active	Agricultural
119835	New Well	10	1000	FAS - Upper Floridan Aquifer	Proposed	Agricultural
131469	Angie Well	12	1000	FAS - Upper Floridan Aquifer	Proposed	Agricultural

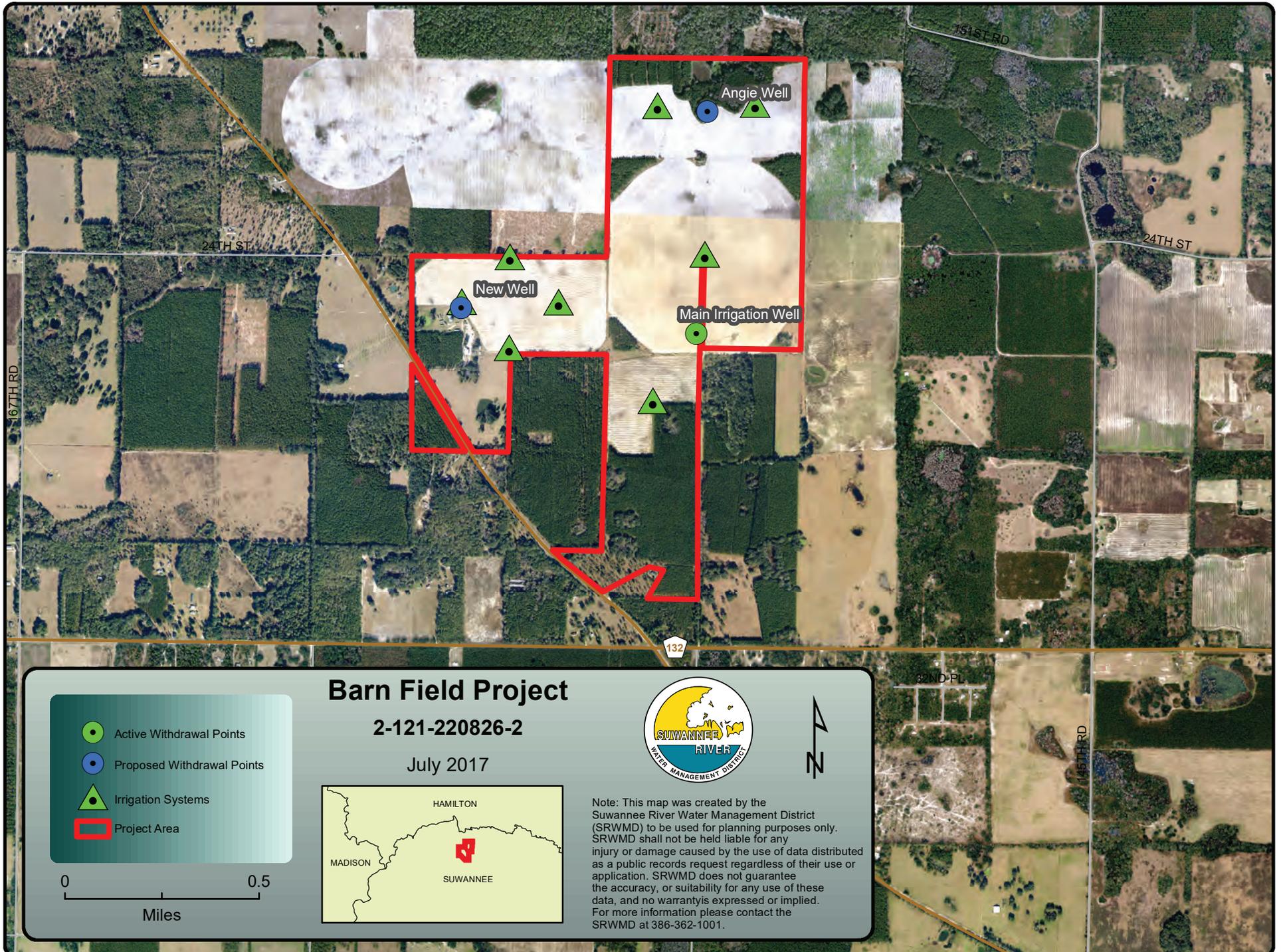
Conditions

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 **7/11/2037**. The permittee must submit the appropriate application form incorporated and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
12. The permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
13. The permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number (**2-121-220826-2**).
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. The permittee shall implement automated monitoring of groundwater withdrawals, at permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
19. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The permittee agrees to participate in a Mobile Irrigation Lab (MIL) program and allow access to the Project Site for the purpose of conducting a MIL evaluation at least once every five years.

22. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to Rule 62-42.300(1)(e), F.A.C., this permit is subject to modification during the term of the permit, upon reasonable notice by the District to the permittee, to achieve compliance with any approved MFL recovery or prevention strategy for the Lower Santa Fe River, Ichetucknee River, and Associated Priority Springs. Nothing herein shall be construed to alter the District's authority to modify a permit under circumstances not addressed in this condition.
23. The permittee 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.
24. The permittee is authorized to withdraw a maximum of 0.6541 mgd of groundwater for supplemental irrigation of corn/ carrot, a maximum of 0.5311 mgd of groundwater for supplemental irrigation of beans/ potatoes/ rye, a maximum of 0.4021 mgd of groundwater for supplemental irrigation of corn/ rye, or a maximum of 0.3361 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.



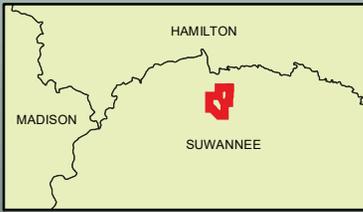
Barn Field Project

2-121-220826-2

July 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: June 30, 2017

RE: Approval of a Modification of Water Use Permit 2-047-220791-2, with a 0.1093 mgd Increase in Allocation and a Five-Year Permit Extension, Authorizing the Use of 0.2462 mgd of Groundwater for Agricultural Use at the Tyre Project, Hamilton County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-047-220791-2 with seventeen standard conditions and six special limiting conditions, to Mike Adams, in Hamilton County.

BACKGROUND

This is a modification of an existing agricultural water use to update irrigated acres, qualify for cost-share, and receive a five-year permit extension. The project consists of 210 controlled and 150 irrigated acres and is located nine miles south of Jennings in Hamilton County. Corn, carrots, peanuts, soybeans, green beans, peas, or millet will be irrigated using groundwater from two wells through two center pivots. Supplemental irrigation models were used to determine the 0.2462 mgd 1-in-10-year drought allocation, a 0.1093 mgd increase from the previous sequence.

All wells eight inches in diameter or larger (2 of 2) will be monitored using electrical consumption. There are no lower quality water sources currently available for use, and no reports of interference or observed harm to water resources associated with previous withdrawals at this project. The project is located within the Alapaha River Basin Water Resource Caution Area.

Staff has determined the proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to 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
 15-Jun-2017
 APPLICATION #: 2-047-220791-2

Owner: Mike Adams
 6834 NW 44th St
 Jennings, FL 32053-3143
 (386) 938-2278

Applicant: Mike Adams
 6834 NW 44th St
 Jennings, FL 32053-3143
 (386) 938-2278

Agent: Not Applicable

Compliance Contact: Mike Adams
 6834 NW 44th St
 Jennings, FL 32053-3143
 (386) 938-2278

Project Name: Tyre
County: Hamilton

Located in WRCA: Yes

Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 0.2462 mgd of groundwater for supplemental irrigation of corn/ carrot, a maximum of 0.2057 mgd of groundwater for supplemental irrigation of green beans/ soybeans, a maximum of 0.1889 mgd of groundwater for supplemental irrigation of millet, a maximum of 0.1762 mgd of groundwater for supplemental irrigation of green beans/ peas, or a maximum of 0.1549 mgd of groundwater for supplemental irrigation of green beans/ peanuts.

Recommendation: Approval

Reviewers: Tim Sagul; Stefani Weeks; Warren Zwanka

WATER USE SUMMARY:

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	Allocation Change (Million Gallons Per Day)
0.2462	0.0000	+0.1093

Recommended Permit Duration and Compliance Reporting: 5-year permit extension, to expire January 26, 2037.

USE STATUS: This is a modification of an existing agricultural use to update irrigated acres and receive cost share funding for remote controlling equipment.

PROJECT DESCRIPTION:

This permit is located one half mile south of SR-6 and nine miles south of Jennings in Hamilton county and consists of 210 controlled and 150 irrigated acres. Groundwater from one existing and one proposed well is used to irrigate a corn/ carrot, green bean/ peanut, green bean/ soybean, green bean/ pea, or millet rotation through two center pivots.

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

WATER USE CALCULATIONS:

The District's WUPAR model was used to determine the 15.61 inches/ year supplemental irrigation requirement for corn. The GIS-Based Water Resources and Agricultural Permitting and Planning System was used to determine the following supplemental irrigation requirements:

Soybeans grown from May 30 to November 1: 10.26 inches/ year

Millet grown from April 1 to July 1: 10.00 inches/ year

Peas grown from August 1 to November 1: 7.90 inches/ year

Green beans grown from March 15 to May 15: 7.89 inches/ year

Millet grown from July 15 to November 1: 6.93 inches/ year

Carrots grown from September 15 to February 20: 6.46

Peanuts grown from May 20 to September 30: 5.99 inches/ year

PERMIT APPLICATION REVIEW:

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

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

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

Is this a reasonable–beneficial use?

[ref. 40B-2.301(1)(a)]

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

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

No. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary. Additionally, no reports of interference from previous groundwater withdrawals have been received by the district. Therefore, continued 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. The 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 irrigation leaks and repairing them as needed, using new or retrofitted pivot irrigation systems and efficiency testing those systems every five years to maintain an 80% irrigation distribution uniformity, ensuring end gun shutoffs are working properly and only watering target crops, burying irrigation pipe to prevent damage, using UF-IFAS and NRCS-approved methods and soil moisture probes for scheduling irrigation, 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.

**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.

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. There are no wetlands on or proximate to the project, therefore, the continued 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 are in accordance with MFLs and MFL recovery strategies pursuant to 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.

WITHDRAWAL POINT INFORMATION:

Site Name: Tyre

Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
119822	Well No. 1	10	1000	FAS - Upper Floridan Aquifer	Active	Agricultural
131004	Tyre Well	10	--	FAS - Upper Floridan Aquifer	Proposed	Agricultural

Conditions

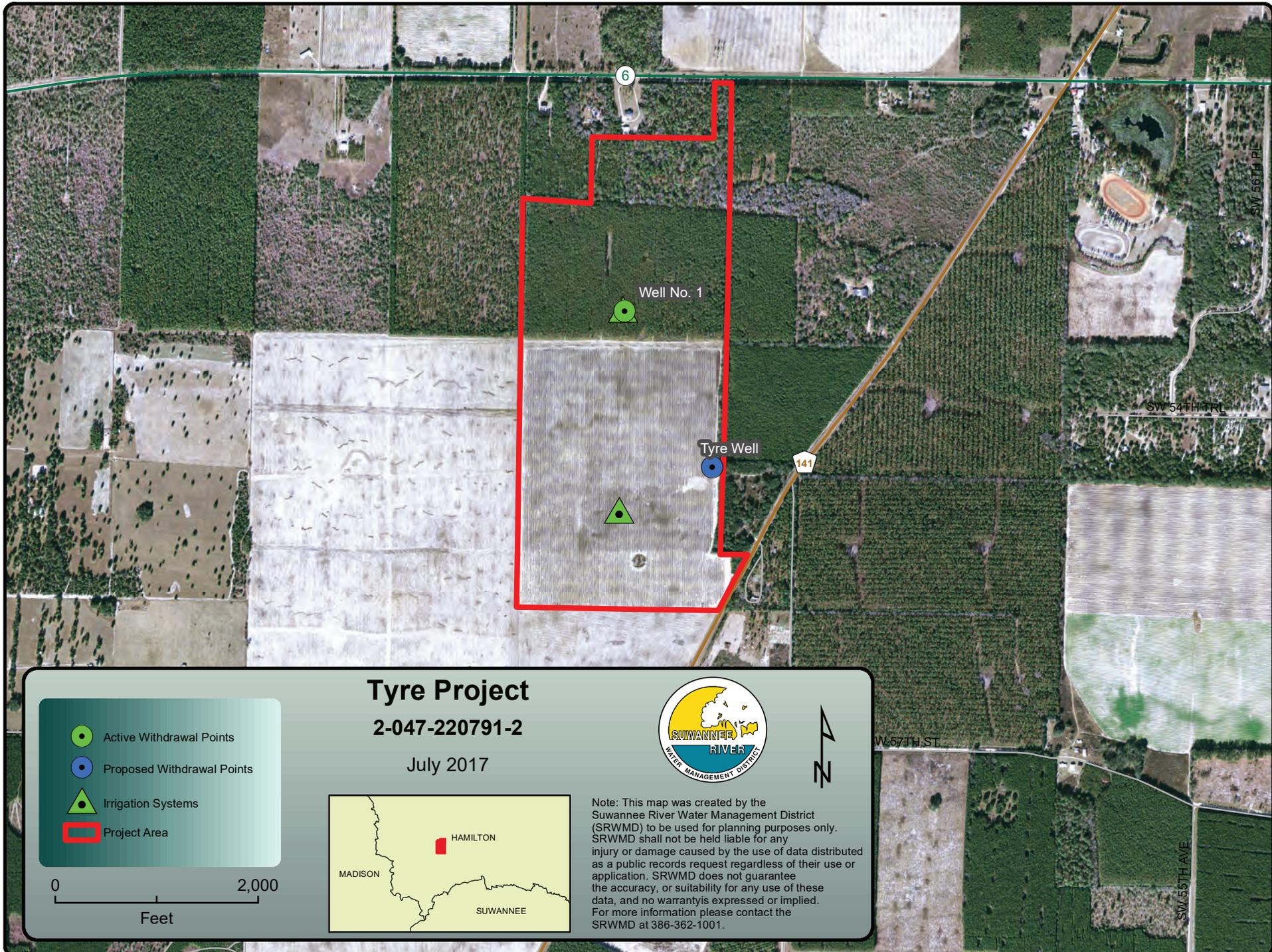
1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., 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 **1/26/2037**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.402(8)(a), F.A.C., and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
12. The permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
13. The permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.

15. The permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **(2-047-220791-2)**.
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. 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.

22. 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.

23. The permittee is authorized to withdraw a maximum of 0.2462 mgd of groundwater for supplemental irrigation of corn/ carrot, a maximum of 0.2057 mgd of groundwater for supplemental irrigation of green beans/ soybeans, a maximum of 0.1889 mgd of groundwater for supplemental irrigation of millet, a maximum of 0.1762 mgd of groundwater for supplemental irrigation of green beans/ peas, or a maximum of 0.1549 mgd of groundwater for supplemental irrigation of green beans/ peanuts. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.



Tyre Project

2-047-220791-2

July 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: June 30, 2017

RE: Approval of a Modification of Water Use Permit 2-047-216529-4, with a 0.1176 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.3561 mgd of Groundwater for Agricultural Use at the CA's Project, Hamilton County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-047-216529-4 with seventeen standard conditions and six special limiting conditions, to Mike Adams, in Hamilton County.

BACKGROUND

This is a modification of an existing agricultural water use to update project area, qualify for cost-share, and receive a ten-year permit extension. The project consists of 348 controlled and 205 irrigated acres and is located six miles south of Jennings in Hamilton County. Corn, carrots, peanuts, soybeans, green beans, peas, or millet will be irrigated using groundwater from two wells through five center pivots. Supplemental irrigation models were used to determine the 0.3561 mgd 1-in-10-year drought allocation, a 0.1176 mgd decrease from the previous sequence.

All wells eight inches in diameter or larger (2 of 2) will be monitored using telemetry. There are no lower quality water sources currently available for use, and no reports of interference or observed harm to water resources associated with previous withdrawals at this project. The project is located within the Alapaha River Basin Water Resource Caution Area.

Staff has determined the proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to 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
 15-Jun-2017
 APPLICATION #: 2-047-216529-4

Owner: Mike Adams
 6834 NW 44th St
 Jennings, FL 32053-3143
 (386) 938-2278

Applicant: Mike Adams
 6834 NW 44th St
 Jennings, FL 32053-3143
 (386) 938-2278

Agent: Not Applicable

Compliance Contact: Mike Adams
 6834 NW 44th St
 Jennings, FL 32053-3143
 (386) 938-2278

Project Name: CA's
County: Hamilton

Located in WRCA: Yes
Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 0.3561 mgd of groundwater for supplemental irrigation of corn/ carrot, a maximum of 0.3152 mgd of groundwater for supplemental irrigation of green beans/ soybeans, a maximum of 0.2942 mgd of groundwater for supplemental irrigation of millet/ millet, a maximum of 0.2611 mgd of groundwater for supplemental irrigation of green beans/ peas, or a maximum of 0.2509 mgd of groundwater for supplemental irrigation of green beans/ peanuts.

Recommendation: Approval
Reviewers: Tim Sagul; Stefani Weeks; Warren Zwanka

WATER USE SUMMARY:

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	Allocation Change (Million Gallons Per Day)
0.3561	0.0000	-0.1176

Recommended Permit Duration and Compliance Reporting: 10-year extension; permit to expire August 30, 2034

USE STATUS: This is a modification of an existing agricultural use to receive cost-share funding for remote controlling equipment.

PROJECT DESCRIPTION:

This project is located on CR-146, approximately one mile southwest of I-75 and six miles south of Jennings in Hamilton County, and consists of 348 controlled and 205 irrigated acres. Groundwater from two wells is used to irrigated corn, carrots, green beans, peanuts, soybeans, peas, or millet through five center pivots. A portion of this project was moved onto permit number 2-047-220401-2 (I-75) since the properties were contiguous to that permit. Stations numbers 120702 (Well No. 2) and 120319 (Well No. 3) are now associated with sequence 2 of permit number 220401.

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

WATER USE CALCULATIONS:

The District's WUPAR model was used to determine the 15.61 inches/ year supplemental irrigation requirement for corn. The GIS-Based Water Resources and Agricultural Permitting and Planning System was used to determine the following supplemental irrigation requirements:

- Soybeans grown from May 30 to November 1: 12.47 inches/ year
- Millet grown from April 1 to July 1: 11.50 inches/ year
- Peas grown from August 1 to November 1: 8.92 inches/ year
- Peanuts grown from May 20 to September 30: 8.25 inches/ year
- Green bean grown from March 15 to May 15: 8.20 inches/ year
- Millet grown from July 15 to November 1: 7.79 inches/ year
- Carrots grown from September 15 to February 20: 7.74 inches/ year

PERMIT APPLICATION REVIEW:

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

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

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

Is this a reasonable–beneficial use?

[ref. 40B-2.301(1)(a)]

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

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

No. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary. Additionally, no reports of interference from previous groundwater withdrawals have been received by the district. Therefore, continued 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. The 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 irrigation leaks and repairing them as needed, using new or retrofitted pivot irrigation systems and efficiency testing those systems every five years to maintain an 80% irrigation distribution uniformity, ensuring end gun shutoffs are working properly and only watering target crops, burying irrigation pipe to prevent damage, using UF-IFAS and NRCS-approved methods for scheduling irrigation, 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.

**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.

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 project wetlands. Staff inspected project wetlands and determined the continued 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 are in accordance with MFLs and MFL recovery strategies pursuant to 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.

WITHDRAWAL POINT INFORMATION:

Site Name: CA's

Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
118805	Well No. 4	10	1000	FAS - Upper Floridan Aquifer	Active	Agricultural
119950	Well No. 1	10	576	FAS - Upper Floridan Aquifer	Active	Agricultural

Conditions

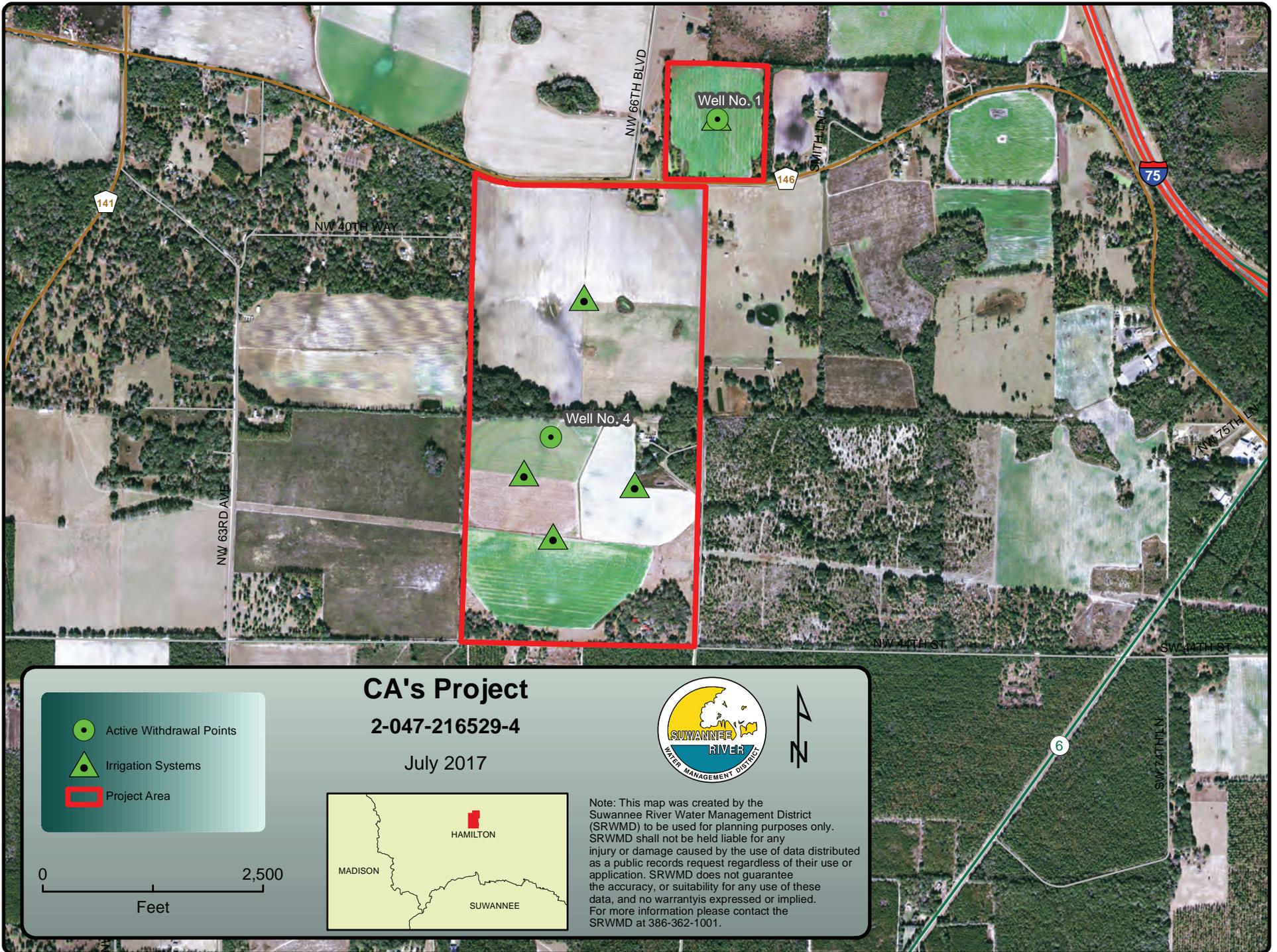
1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., 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 **8/30/2034**. The permittee must submit the appropriate application form incorporated and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
12. The permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
13. The permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.

15. The permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **(2-047-216529-4)**.
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. 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.

22. 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.

23. The permittee is authorized to withdraw a maximum of 0.3561 mgd of groundwater for supplemental irrigation of corn/ carrot, a maximum of 0.3152 mgd of groundwater for supplemental irrigation of green beans/ soybeans, a maximum of 0.2942 mgd of groundwater for supplemental irrigation of millet/ millet, a maximum of 0.2611 mgd of groundwater for supplemental irrigation of green beans/ peas, or a maximum of 0.2509 mgd of groundwater for supplemental irrigation of green beans/ peanuts. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.



CA's Project

2-047-216529-4

July 2017



-  Active Withdrawal Points
-  Irrigation Systems
-  Project Area



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

MEMORANDUM

TO: Governing Board

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

DATE: June 30, 2017

RE: Approval of a Modification of Water Use Permit 2-121-215832-2, with a 0.0815 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.0726 mgd of Groundwater for Agricultural Use at the Hagan Farm Project, Suwannee County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-121-215832-2 with seventeen standard conditions and seven special limiting conditions, to Paul Hagan, in Suwannee County.

BACKGROUND

This is a modification of an existing agricultural water use to update irrigated acres, qualify for cost-share, and receive a ten-year permit extension. The project consists of 137 controlled and 60 irrigated acres and is located eight miles northeast of Live Oak in Suwannee County. Peppers, melons, corn, peanuts, or rye will be irrigated using groundwater from one well through drip irrigation. Supplemental irrigation models were used to determine the 0.0726 mgd 1-in-10-year drought allocation, a 0.0815 mgd decrease from the previous sequence.

All wells eight inches in diameter or larger (1 of 1) will be monitored using electrical consumption. There are no lower quality water sources currently available for use, and no reports of interference or observed harm to water resources associated with previous withdrawals at this project. The project area is in the Upper Suwannee River Regional Water Resource Caution Area.

Staff has determined the proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to 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
 16-Jun-2017
 APPLICATION #: 2-121-215832-2

Owner: Paul Hagan
 5972 CR 136
 Live Oak, FL 32060

Applicant: Same as Owner

Agent: Clif Townsend
 Townsend Brothers Ag Enterprises, LLC
 5608 County Road 249
 Live Oak, FL 32060-8345
 (386) 364-4363

Compliance Contact: Clif Townsend
 Townsend Brothers Ag Enterprises, LLC
 5608 County Road 249
 Live Oak, FL 32060-8345
 (386) 364-4363

Project Name: Hagan Farms
County: Suwannee

Located in WRCA: Yes
Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 0.0726 mgd of groundwater for supplemental irrigation of peppers/ melons/ rye, a maximum of 0.0613 mgd of groundwater for supplemental irrigation of corn/ rye, a maximum of 0.0562 mgd of groundwater for supplemental irrigation of peppers/ rye, a maximum of 0.0535 mgd of groundwater for supplemental irrigation of melons/ rye, or a maximum of 0.0433 mgd of groundwater for supplemental irrigation of peanuts/ rye.

Recommendation: Approval

Reviewers: Tim Sagul; Stefani Weeks; Warren Zwanka

WATER USE SUMMARY:

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	Allocation Change (Million Gallons Per Day)
0.0726	0.0000	-0.0815

Recommended Permit Duration and Compliance Reporting: 10-year extension, to expire January 25, 2032.

USE STATUS: This is a modification of an existing agricultural use to update irrigated acres, receive cost-share funding for remote controlling equipment and soil moisture probes, and receive a 10-year extension for implementing voluntary monitoring of groundwater withdrawals.

PROJECT DESCRIPTION:

This project is located on CR-136A, half a mile north of CR-136, eight miles northeast of Live Oak in Suwannee County, and consists of 137 controlled and 60 irrigated acres. Groundwater from one well will be used to irrigate a peppers/ melon/ rye, corn/ rye, peppers/ rye, melons/ rye, or peanuts/ rye rotation using drip irrigation.

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 GIS-Based Water Resources and Agricultural Permitting and Planning System was used to determine the following supplemental irrigation requirements:

- Corn grown from March 1 to July 31: 10.75 inches/ year
- Peppers grown from March 1 to June 15: 9.61 inches/ year
- Melons grown from March 1 to June 15: 9.00 inches/ year
- Peanuts grown from April 15 to September 15: 6.72 inches/ year
- Fall Melons grown from August 31 to November 1: 3.66 inches/ year
- Rye grown from November 1 to February 28: 2.99 inches/ year

PERMIT APPLICATION REVIEW:

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

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

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

Is this a reasonable–beneficial use?

[ref. 40B-2.301(1)(a)]

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

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

No. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary. Additionally, no reports of interference from previous groundwater withdrawals have been received by the district. Therefore, continued 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. The 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 irrigation leaks and repairing them as needed, installing new drip tape each year and efficiency testing the drip system to maintain a 90% distribution uniformity, burying irrigation pipe to prevent damage, using UF-IFAS and NRCS-approved methods and soil moisture probes for scheduling irrigation, 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 to reduce evaporation.

**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.

**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 project wetlands. Staff inspected project wetlands and determined the continued 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 are in accordance with MFLs and MFL recovery strategies pursuant to 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.

WITHDRAWAL POINT INFORMATION:

Site Name: Hagan Farms

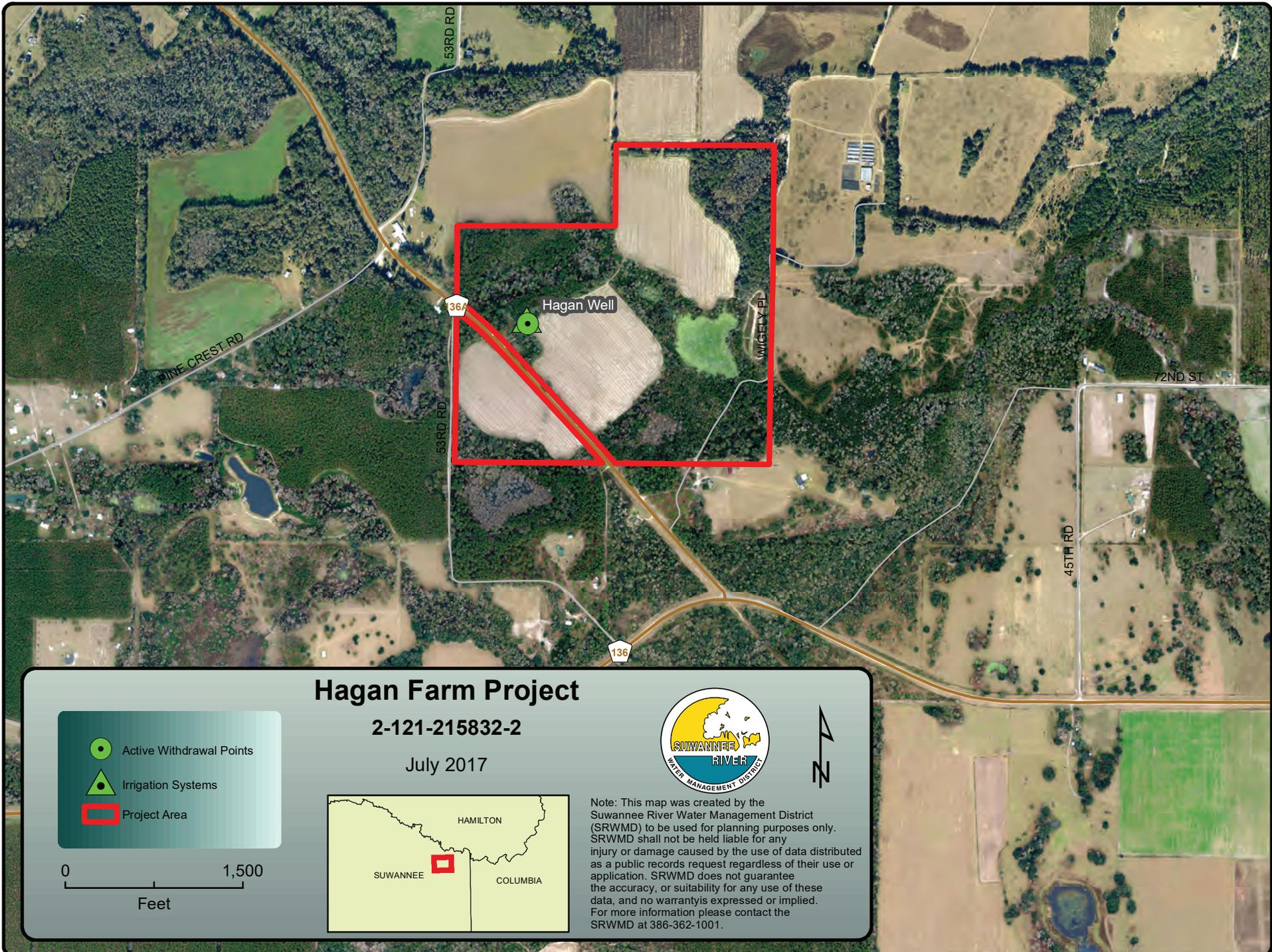
Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
131636	Hagan Well	8	--	FAS - Upper Floridan Aquifer	Active	Agricultural

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 **1/25/2032**. The permittee must submit the appropriate application form incorporated and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
12. The permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
13. The permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number (**2-121-215832-2**).
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

18. The permittee shall implement automated monitoring of groundwater withdrawals, at permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
19. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The permittee agrees to participate in a Mobile Irrigation Lab (MIL) program and allow access to the Project Site for the purpose of conducting a MIL evaluation at least once every five years.
22. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to Rule 62-42.300(1)(e), F.A.C., this permit is subject to modification during the term of the permit, upon reasonable notice by the District to the permittee, to achieve compliance with any approved MFL recovery or prevention strategy for the Lower Santa Fe River, Ichetucknee River, and Associated Priority Springs. Nothing herein shall be construed to alter the District's authority to modify a permit under circumstances not addressed in this condition.
23. The permittee 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.
24. The permittee is authorized to withdraw a maximum of 0.0726 mgd of groundwater for supplemental irrigation of peppers/ melons/ rye, a maximum of 0.0613 mgd of groundwater for supplemental irrigation of corn/ rye, a maximum of 0.0562 mgd of groundwater for supplemental irrigation of peppers/ rye, a maximum of 0.0535 mgd of groundwater for supplemental irrigation of melons/ rye, or a maximum of 0.0433 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.



Hagan Farm Project

2-121-215832-2

July 2017



-  Active Withdrawal Points
-  Irrigation Systems
-  Project Area

0 1,500
Feet



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: June 30, 2017

RE: Approval of a Modification of Water Use Permit 2-121-215820-2, with a 0.0759 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.0695 mgd of Groundwater for Agricultural Use at the Michael Delegal Project, Suwannee County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-121-215820-2 with seventeen standard conditions and seven special limiting conditions, to Townsend Brothers Ag Enterprises, LLC, in Suwannee County.

BACKGROUND

This is a modification of an existing agricultural water use to update irrigated acres, qualify for cost-share, and receive a ten-year permit extension. The project consists of 157 controlled and 65 irrigated acres and is located six and a half miles northeast of Live Oak in Suwannee County. Peppers, melons, corn, peanuts, or rye will be irrigated using groundwater from one well through drip irrigation. Supplemental irrigation models were used to determine the 0.0695 mgd 1-in-10-year drought allocation, a 0.0759 mgd decrease from the previous sequence.

All wells eight inches in diameter or larger (1 of 1) will be monitored using electrical consumption. There are no lower quality water sources currently available for use, and no reports of interference or observed harm to water resources associated with previous withdrawals at this project. The project is located in the Upper Suwannee River Regional Water Resource Caution Area.

Staff has determined the proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to 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
16-Jun-2017
APPLICATION #: 2-121-215820-2

Owner: Michael Delegal
1601 Ne 63rd Ct
Ft Lauderdale, FL 33334-5125
(954) 491-6523

Brenda Binford
Delegal Trustee
PO Box 2148
Lexington, SC 29071

David Delegal
24906 County Road 34
Leroy, AL 36548-5137

Christine Townsend
7521 CR 136A
Live Oak, FL 32060

Applicant: Clif Townsend
Townsend Brothers Ag Enterprises, LLC
5608 County Road 249
Live Oak, FL 32060-8345
(386) 364-4363

Agent: Not Applicable

Compliance Contact: Clif Townsend
Townsend Brothers Ag Enterprises, LLC
5608 County Road 249
Live Oak, FL 32060-8345
(386) 364-4363

Project Name: Michael Delegal
County: Suwannee

Located in WRCA: Yes

Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 0.0695 mgd of groundwater for supplemental irrigation of peppers/ melons/ rye, a maximum of 0.0589 mgd of groundwater for supplemental irrigation of corn/ rye, a maximum of 0.0541 mgd of groundwater for supplemental irrigation of pepper/ rye, a maximum of 0.0516 mgd of groundwater for supplemental irrigation of melons/ rye, or a maximum of 0.0376 mgd of groundwater for supplemental irrigation of peanuts/ rye.

Recommendation: Approval

Reviewers: Tim Sagul; Stefani Weeks; Warren Zwanka

WATER USE SUMMARY:

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	Allocation Change (Million Gallons Per Day)
0.0695	0.0000	-0.0759

Recommended Permit Duration and Compliance Reporting: 10-year permit extension to expire December 26, 2031

USE STATUS: This is a modification of an existing agricultural use to update irrigated acres, receive cost-share funding for remote controlling equipment and soil moisture probes, and receive a 10-year extension for implementing voluntary monitoring of groundwater withdrawals.

PROJECT DESCRIPTION:

This project is located on CR-136A, six and a half miles northeast of Live Oak, in Suwannee County and consists of 157 controlled and 65 irrigated acres. Groundwater from one is used to irrigate a peppers/ melon/ rye, corn/ rye, peppers/ rye, melons/ rye, or peanuts/ rye rotation using drip irrigation.

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 GIS-Based Water Resources and Agricultural Permitting and Planning System was used to determine the following supplemental irrigation requirements:

- Corn grown from March 1 to July 31: 10.37 inches/ year
- Peppers grown from March 1 to June 15: 9.38 inches/ year
- Melons grown from March 1 to June 15: 8.86 inches/ year
- Peanuts grown from April 15 to September 15: 5.96 inches/ year
- Fall melons grown from August 31 to November 1: 3.19 inches/ year
- Rye grown from November 1 to February 28: 1.81 inches/ year

PERMIT APPLICATION REVIEW:

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

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

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

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

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

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

No. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary. Additionally, no reports of interference from previous groundwater withdrawals have been received by the district. Therefore, continued 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. The 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 irrigation leaks and repairing them as needed, installing new drip tape each year and efficiency testing the drip system to maintain a 90% irrigation distribution uniformity, burying irrigation pipe to prevent damage, using UF-IFAS and NRCS-approved methods and soil moisture probes for scheduling irrigation, 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 to reduce evaporation.

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.

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 project wetlands. Staff inspected project wetlands and determined the continued 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 are in accordance with MFLs and MFL recovery strategies pursuant to 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.

WITHDRAWAL POINT INFORMATION:

Site Name: Michael Delegal

Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
131562	Delegal Well	10	--	FAS - Upper Floridan Aquifer	Active	Agricultural

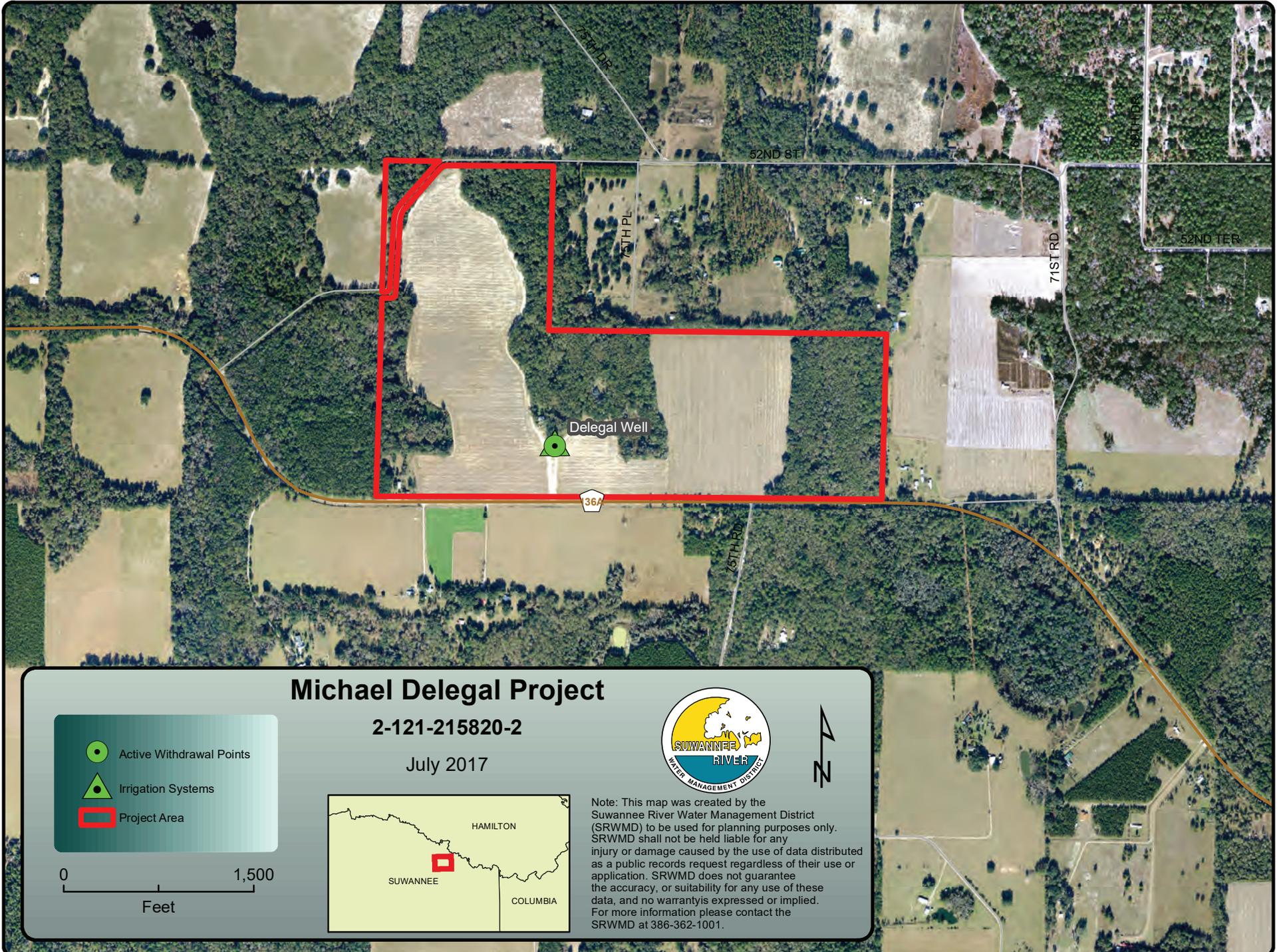
Conditions

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 **12/26/2031**. The permittee must submit the appropriate application form incorporated and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
12. The permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
13. The permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.

15. The permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **(2-121-215820-2)**.
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. The permittee shall implement automated monitoring of groundwater withdrawals, at permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
19. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The permittee agrees to participate in a Mobile Irrigation Lab (MIL) program and allow access to the Project Site for the purpose of conducting a MIL evaluation at least once every five years.
22. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to Rule 62-42.300(1)(e), F.A.C., this permit is subject to modification during the term of the permit, upon reasonable notice by the District to the permittee, to achieve compliance with any approved MFL recovery or prevention strategy for the Lower Santa Fe River, Ichetucknee River, and Associated Priority Springs. Nothing herein shall be construed to alter the District's authority to modify a permit under circumstances not addressed in this condition.

23. The permittee 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.
24. The permittee is authorized to withdraw a maximum of 0.0695 mgd of groundwater for supplemental irrigation of peppers/ melons/ rye, a maximum of 0.0589 mgd of groundwater for supplemental irrigation of corn/ rye, a maximum of 0.0541 mgd of groundwater for supplemental irrigation of pepper/ rye, a maximum of 0.0516 mgd of groundwater for supplemental irrigation of melons/ rye, or a maximum of 0.0376 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.



Michael Delegal Project

2-121-215820-2

July 2017



-  Active Withdrawal Points
-  Irrigation Systems
-  Project Area



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

MEMORANDUM

TO: Governing Board

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

DATE: June 30, 2017

RE: Approval of a Modification of Water Use Permit 2-121-217021-3, with a 0.1034 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.1355 mgd of Groundwater for Agricultural Use at the Townsend Brothers Farm, Inc. Project, Suwannee County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-121-217021-3 with seventeen standard conditions and seven special limiting conditions, to South Branch Ranch, Inc., in Suwannee County.

BACKGROUND

This is a modification of an existing agricultural water use to update irrigated acres, qualify for cost-share, and receive a ten-year permit extension. The project consists of 69 controlled and 63 irrigated acres and is located four and a half miles northwest of Live Oak in Suwannee County. Corn, carrots, peanuts, snap beans, sweet potatoes, or rye will be irrigated using groundwater from two wells through two center pivots. Supplemental irrigation models were used to determine the 0.1355 mgd 1-in-10-year drought allocation, a 0.1034 mgd decrease from the previous sequence.

All wells eight inches in diameter or larger (1 of 1) will be monitored using telemetry. There are no lower quality water sources currently available for use, and no reports of interference or observed harm to water resources associated with previous withdrawals at this project. The project is not located in a Water Resource Caution Area.

Staff has determined the proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to 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
 16-Jun-2017
 APPLICATION #: 2-121-217021-3

Owner: Richard Behnke
 South Branch Ranch, Inc.
 PO Box 129
 San Antonio, FL 33576
 (352) 424-2211

Applicant: Richard Behnke
 South Branch Ranch, Inc.
 PO Box 129
 San Antonio, FL 33576
 (352) 424-2211

Agent: Clif Townsend
 Townsend Brothers Farm, Incorporated
 5608 CR 249
 Live Oak, FL 32060
 (386) 364-4363

Compliance Contact: Clif Townsend
 Townsend Brothers Farm, Incorporated
 5608 CR 249
 Live Oak, FL 32060
 (386) 364-4363

Project Name: Townsend Brothers Farm, Incorporated
County: Suwannee

Located in WRCA: No
Objectors: No

Authorization Statement:

The permittee is authorized to withdraw a maximum of 0.1355 mgd of groundwater for supplemental irrigation of corn/ carrot, a maximum of 0.0988 mgd of groundwater for supplemental irrigation of beans/ potatoes/ rye, a maximum of 0.0854 mgd of groundwater for supplemental irrigation of corn/ rye, or a maximum of 0.0557 mgd of groundwater for supplemental irrigation of peanuts/ rye.

Recommendation: Approval

Reviewers: Tim Sagul; Stefani Weeks; Warren Zwanka

WATER USE SUMMARY:

Allocation Summary		
Average Daily Rate (Million Gallons Per Day)	Freeze Protection (Million Gallons Per Year)	Allocation Change (Million Gallons Per Day)
0.1355	0.0000	-0.1034

Recommended Permit Duration and Compliance Reporting: 10-year extension; permit to expire August 30, 2035.

USE STATUS: This is a modification of an existing agricultural use to receive cost-share funding for remote controlling equipment and soil moisture probes and to update irrigated acres.

PROJECT DESCRIPTION:

This project is located southwest of the intersection of CR-249 and Interstate Hwy 10, approximately four and a half miles northwest of Live Oak in Suwannee County, and consists of 69 controlled and 63 irrigated acres. Groundwater from one well is used to irrigate a corn/ carrot, beans/ potatoes/ rye, corn/ rye, or peanuts/ rye rotation through one center pivot.

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

WATER USE CALCULATIONS:

The District's WUPAR model was used to determine the 15.61 inches/ year supplemental irrigation requirement for corn. The GIS-Based Water Resources and Agricultural Permitting and Planning System was used to determine the following supplemental irrigation requirements:

Carrot grown from September 15 to May 1: 13.30 inches/ year

Sweet Potatoes grown from May 1 to November 1: 11.42 inches/ year

Peanuts grown from April 1 to September 15: 9.26 inches/ year

Snap beans grown from March 1 to May 1: 7.05 inches/ year

Rye grown from November 1 to February 28: 2.62 inches/ year

PERMIT APPLICATION REVIEW:

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

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

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

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

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

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

No. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary. Additionally, no reports of interference from previous groundwater withdrawals have been received by the district. Therefore, continued 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. The 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 irrigation leaks and repairing them as needed, using new or retrofitted pivot irrigation systems and efficiency testing those systems every five years to maintain an 80% irrigation distribution uniformity, ensuring end gun shutoffs are working properly and only watering target crops, burying irrigation pipe to prevent damage, using UF-IFAS and NRCS-approved methods and soil moisture probes for scheduling irrigation, 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.

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.

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 project wetlands. Staff inspected project wetlands and determined the continued 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 are in accordance with MFLs and MFL recovery strategies pursuant to 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.

WITHDRAWAL POINT INFORMATION:

Site Name: Townsend Brothers Farm, Incorporated

Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
131580	Behnke Well	10	--	FAS - Upper Floridan Aquifer	Active	Agricultural

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 **8/30/2035**. The permittee must submit the appropriate application form incorporated and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
12. The permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
13. The permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.

15. The permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **(2-121-217021-3)**.
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. The permittee shall implement automated monitoring of groundwater withdrawals, at permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
19. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The permittee agrees to participate in a Mobile Irrigation Lab (MIL) program and allow access to the Project Site for the purpose of conducting a MIL evaluation at least once every five years.
22. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to Rule 62-42.300(1)(e), F.A.C., this permit is subject to modification during the term of the permit, upon reasonable notice by the District to the permittee, to achieve compliance with any approved MFL recovery or prevention strategy for the Lower Santa Fe River, Ichetucknee River, and Associated Priority Springs. Nothing herein shall be construed to alter the District's authority to modify a permit under circumstances not addressed in this condition.

23. The permittee 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.

24. The permittee is authorized to withdraw a maximum of 0.1355 mgd of groundwater for supplemental irrigation of corn/ carrot, a maximum of 0.0988 mgd of groundwater for supplemental irrigation of beans/ potatoes/ rye, a maximum of 0.0854 mgd of groundwater for supplemental irrigation of corn/ rye, or a maximum of 0.0557 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.



Townsend Brothers Farm, Inc. Project

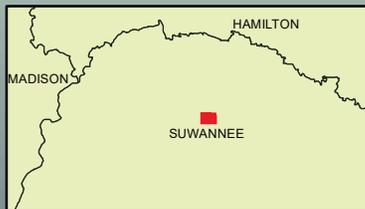
2-121-217021-3

July 2017



-  Active Withdrawal Points
-  Irrigation Systems
-  Project Area

0 1,000
Feet



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: June 30, 2017
 RE: Permitting Summary Report

Environmental Resource Permitting (ERP) Activities

Permit Review

The following table summarizes the environmental resource permitting activities during the month of January 2017 and program totals from January 2012 to May 2017.

May 2017	Exemption Requests	Noticed Generals	Generals	10-2 Self Certifications	Individuals	Conceptuals	Total
Applications received	8	1	8	4	4	1	26
Permits issued	3	3	3	4	6	0	19
Inspections	2	3	10	4	2	0	21
Total permits issued from January 2012 to May 2017	290	201	286	260	202	12	1251

The following Individual Environmental Resource Permits were issued by staff, pursuant to 373.079(4)(a), Florida Statutes, in May 2017.

Permit Number	Project Name	County	Issue Date
210770-3	Wal-Mart Supercenter #3873-00, Alachua, FL	Alachua	5/2/2017
229050-1	Love's Travel Stop and Country Store, Ellisville, FL	Columbia	5/2/2017
228215-1	Carlton Cemetery Road	Taylor	5/9/2017
229516-1	Gilchrist County – SW 85 th Lane Bridge Repair	Gilchrist	5/9/2017
214989-4	Country Way of Newberry Phase II	Alachua	5/11/2017
203055-7	Culvert and Roadway Connection / Addition to Boone Property	Columbia	5/22/2017

Water Use Permitting and Water Well Construction Activities

The following table summarizes water use and water well permitting activities during the month of May 2017.

May 2017	Received		Issued
Water Use Permits	8		7
Water well permits issued: 219			
Abandoned/Destroyed	0	Livestock	4
Agricultural Irrigation	5	Monitor	20
Aquaculture	0	Nursery	0
Climate Control	0	Other	3
Fire Protection	0	Public Supply	0
Garden (Non-Commercial)	0	Self-supplied Residential	181
Landscape Irrigation	3	Drainage or Injection	0
Commercial or Industrial	1	Remediation Recovery	2

**Rulemaking Schedule
June 2017**

**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	

**40B-4.400 (Amendments)
Environmental Resource Permitting**

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	

MEMORANDUM

TO: Governing Board
FROM: Darrell Smith, Interim Executive Director
DATE: June 23, 2017
RE: District's Weekly Activity Reports

Attached are the weekly District activity reports.

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

DS/rl
Attachments



Weekly Activity Report to Governing Board for May 21 - 27, 2017

Executive / Management

- Steve Minnis and Bill McKinstry met with Levy County staff regarding CR 326 access to the District's Forty Sevens Runs tract.
- Steve Minnis attended the Suwannee River League of Cities 2017 Ethics Training in Chiefland.
- Noah Valenstein and Darrell Smith met with the Our Santa Fe River group to discuss Santa Fe River issues.

Water Resources

- No reporting activity.

Water Supply

- Carlos Herd, Amy Brown, John Good, David Christian, and Greg Trotter attended two District hosted public workshops for the proposed MFL Outstanding Florida Springs emergency rule.

Resource Management

- Tim Sagul and Jamie Bell attended a project update meeting with Gainesville Regional Utilities regarding the Oakmont Hybrid Storm Water/ Reclaimed Water Wetland Basin project.
- Mike Fuller met with representatives from the Levy County Emergency Management Department regarding their yearly hurricane season kickoff and recovery meeting.
- Leroy Marshall participated in a FEMA grants training webinar regarding pre-award, award, and post-award grant requirements and processes.
- Leroy Marshall participated in a FEMA teleconference regarding the Cooperating Technical Partnership (CTP) program.

Agriculture and Environmental Projects

- Justin Garland attended the monthly Suwannee River Partnership breakfast in Madison.

Communications

- No reporting activity.

Announcements for the week of June 4 - 10.

- No announcements.



Weekly Activity Report to Governing Board for May 28 – June 3, 2017

Executive / Management

- Steve Minnis met with representatives from Suwannee Valley Electric Cooperative regarding the capital credits program.
- Steve Minnis, Bill McKinstry, and Edwin McCook met with Lafayette County Commissioner Anthony Adams and County staff regarding access to the Turtle Springs tract.

Water Resources

- Tom Mirti and Tara Rodgers met with the USGS Tallahassee office staff to review the FY 2017-18 cooperative network and funding. Tom and Tara also met separately with FDEP staff regarding the cooperative network and funding.

Water Supply

- No reporting activity.

Resource Management

- Leroy Marshall and the District's FEMA contractors held one-on-one meetings with Levy, Gilchrist, Hamilton, and Madison County representatives to discuss areas of concern to be studied within the Withlacoochee and Waccasassa Watersheds.
- Leroy Marshall participated in a conference call with representatives from FEMA to discuss engineering and mapping components associated with the FEMA flood Hazard Mapping and Risk MAP program.

Agriculture and Environmental Projects

- Darrell Smith and Hugh Thomas met with Charlene Richburg and Kaley Durrance of the Association of Florida Conservation Districts to discuss District programs and outreach opportunities for soil and water conservation districts to support the District with public awareness.
- Justin Garland and Hugh Thomas met with FDACS and UF IFAS staff to discuss soil probe specifications related to the District's cost-share program.
- Tom Mirti, Patrick Webster, and Jamie Bell met with Locklear & Associates regarding the Cow Pond project in Dixie County.
- Leslie Ames participated in the springtime Funder's Meeting to discuss updates, plans, and joint funding opportunities between different funding entities including WMDs, FDEP, and DEO.

Communications

- The District finalized canoe guide maps.

Announcements for the week of June 11 - 17.

- The District will hold its monthly Governing Board Meeting, Workshop, and Committee Meetings at 9:00 a.m. on Tuesday, June 13.



Weekly Activity Report to Governing Board for June 11 - 17, 2017

Executive / Management

- Darrell Smith and Steve Minnis held a “Meet and Greet” with Tonya Shays, Legislative Assistant to Senator Bradley, in Live Oak.
- Darrell Smith, Steve Minnis, and Bill McKinstry met with City of Lake City staff regarding various water resource projects and issues.
- Steve Minnis met with Columbia County staff regarding various water resource projects and issues.

Water Resources

- Tom Mirti and Tara Rodgers met with staff from the National Weather Service and NFWFMD to discuss flood forecasting and coordination of data transmission.
- Tom Mirti and Tara Rodgers participated in a FDEP Salinity Network Conference call with representatives from FDEP, USGS, and other WMDs.
- Tom Mirti and Leslie Ames met with Bob Knight and Bob Palmer of the Florida Springs Institute and Pam Smith of Our Santa Fe River to discuss a comprehensive monitoring proposal for the Santa Fe River.

Water Supply

- No reporting activity.

Resource Management

- Chrissy Carr and Gloria Hancock attended the North Central Florida Water Well Contractors Association monthly meeting.

Agriculture and Environmental Projects

- Darrell Smith, Warren Zwanka, Tara Rodgers, Justin Garland, and Stefani Weeks attended the Suwannee Interagency Ag Team meeting to discuss Ag related issues with FDACS and IFAS staff.
- Hugh Thomas and Leslie Ames met with staff from The Nature Conservancy (TNC) to discuss the District water supply and water quality projects and how TNC can collaborate with the District.
- Patrick Webster met with Lake City WWTP staff to discuss the treatment wetlands project.

Communications

- Katherine Haney monitored and posted daily updates to District social media pages.
- Katherine Haney worked on updating, revising information and drafting new designs for District kiosk panels as well as prepared canoe map materials for print.

Announcements for the week of June 25 – July 1.

- No announcements.



Weekly Activity Report to Governing Board for June 4 - 10, 2017

Executive / Management

- Steve Minnis and Mike Fuller met with Bobby Crosby, Gilchrist County Manager, regarding the Santa Fe Park water quality improvement project.

Water Resources

- Tom Mirti participated in the SJRWMD drought coordination call.
- Tom Mirti and Tara Rodgers participated in the inter-district RFP review for the gage-adjusted radar rainfall data collection contract.

Water Supply

- No reporting activity.

Resource Management

- Tim Sagul and Warren Zwanka participated in the CUP Anti-drift conference call with staff from FDEP and the other WMDs.
- Warren Zwanka, Chrissy Carr, and Gloria Hancock participated in a meeting with staff from SJRWMD and NFWWMD regarding updates to the water well portion of the E-reg system.

Agriculture and Environmental Projects

- Darrell Smith and Justin Garland met with North Florida Holsteins regarding a diary cost-share project.
- Hugh Thomas and Justin Garland met with FDACs and IFAS regarding specifications for soil moisture probes that receive District cost-share funding.
- Hugh Thomas and Bill Mckinstry attended a Turtle Springs resident meeting along with Commissioner Adams, Lafayette County, and County staff.
- Hugh Thomas met with Bobby Crosby, Gilchrist County Manager, regarding the Otter Springs restoration project.

Communications

- Katherine Haney and Edwin McCook provided edits and comments to manuscript regarding the Suwannee River to be published in a 2018 book by Tim Palmer called America's Great River Trips.
- Katherine Haney drafted a press release on the reappointment of Virginia Johns to the Governing Board and notice of the June Governing Board meeting.
- Katherine Haney drafted a press release announcement for Madison County regarding upcoming surveys on and around Cherry Lake.

Announcements for the week of June 18 - 24.

- No announcements.