

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

**OPEN TO THE PUBLIC**

April 10, 2018  
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 - March 13, 2018, Governing Board Meeting, Workshop and Land Committee Meeting Minutes
  - Agenda Item 9 - Approval of February 2018 Financial Report
  - Agenda Item 13 - Approval of a Modification of Water Use Permit 2-047-221534-3, with a 0.1071 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing a Maximum 0.1941 mgd of Groundwater for Agricultural Use at the Lawton McCulley Farm in Hamilton County

Page 5

6. Approval of Minutes – March 13, 2018, Governing Board Meeting, Workshop and Land Committee Meeting Minutes **Recommend Consent**
7. Items of General Interest for Information/Cooperating Agencies and Organizations
  - A. Presentation of Hydrologic Conditions by Tom Mirti, Director, Water Resource Division
  - B. Cooperating Agencies and Organizations
  - C. Service Recognition – Mark Minno (5 Years)

**GOVERNING BOARD LEGAL COUNSEL**  
**Tom Reeves**

LC Page 1

8. Update on Legal Activities / Enforcement Status Report

**BUSINESS AND COMMUNITY SERVICES**  
**Steve Minnis, Deputy Executive Director**

BCS Page 1

9. Approval of February 2018 Financial Report – **Recommend Consent**

BCS Page 10

10. Consideration of Waiver of Right of First Refusal Tisdale Conservation Easement, 83 Acres +/-, Levy County

- BCS Page 41      11. Approval of Access Easement Relocation Request from Chris and Diana Topping, Lukens Tract, Levy County
- BCS Page 52      12. Land Acquisition and Disposition Activity Report
- BCS Page 53      13. Approval of a Modification of Water Use Permit 2-047-221534-3, with a 0.1071 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing a Maximum 0.1941 mgd of Groundwater for Agricultural Use at the Lawton McCulley Farm in Hamilton County – **Recommend Consent**
- BCS Page 63      14. Permitting Summary Report

**WATER AND LAND RESOURCES**  
**Tom Mirti, Deputy Executive Director**

- WLR Page 1      15. Request to Increase Fiscal Year 2018 Prescribed Fire Services Funding Amount
- WLR Page 2      16. Land and Facilities Operations Activity Summary Report
- WLR Page 6      17. Agricultural Monitoring Report

**ASSISTANT EXECUTIVE DIRECTOR**  
**Darrell Smith**

- AED Page 1      18. Approval to Enter into Contract with Land Dairy for the Construction of the Irrigation Component of the Groundwater Capture and Treatment System
- AED Page 3      19. Approval to Submit Springs Funding Applications to the Florida Department of Environmental Protection for Review and Approval for Fiscal Year 2018
- AED Page 6      20. Ranking and Authorization for the Executive Director to Execute a Contract for Services for the Upper Suwannee River Regional Aquifer Recharge Project
- AED Page 7      21. Approval to Enter into Agreements with Two Agricultural Producers to Implement Low Input Rotations in Selected Locations

**EXECUTIVE OFFICE**  
**Hugh Thomas, Executive Director**

- EO Page 1      22. District's Weekly Activity Reports
- 23. Announcements

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

May 8, 2018                      9:00 a.m.      Board Meeting  
Workshop/Committee Meetings  
IFAS-North Florida Research &  
Education Center  
8202 CR 417-Live Oak, FL

Board Workshops immediately follow Board Meetings unless otherwise noted.

#### 24. 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 an 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 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 acting 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

April 10, 2018  
Following Board Meeting

District Headquarters  
Live Oak, Florida

- Public Use of District Lands Discussion

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.

March 13, 2018  
9:00 a.m.

District Headquarters  
Live Oak, Florida

Agenda Item No. 1 – Call to Order. The meeting was called to order at 9:01 a.m.

Agenda Item No 2 – Roll Call

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	

Leadership Team

Position	Name	Present	Not Present
Executive Director	Hugh Thomas	X	
Assistant Executive Director	Darrell Smith	X	
Deputy Executive Director	Tom Mirti	X	
Deputy Executive Director	Steve Minnis	X	
Office of MFL & Water Supply	John Good	X	
Resource Mgmt. Division Director	Warren Zwanka	X	
Communications & Organizational Development	Katelyn Potter	X	
Executive Office & Board Coordinator	Robin Lamm	X	

**Guests:**

Lucinda Merritt, Ichetucknee Alliance	Pamela Flores, FDEP
Kathleen Greenwood, FDACS	Gary Hardacre, City of Alachua
Cory Mikell, H2O Mobile Lab	Charles Shinn, Farm Bureau
Kevin Wright, Generation Farms	Carolee Howe, Shenandoah Dairy
Officer Creech, FFWCC	Andy Jackson, FDACS
Ed Booth, City of High Springs	Ray Hodge, Southeast Milk
Bob Moresi, Black & Veatch	Paul Still, BSWCD
Steve Gladin	

**Staff:**

Tyler Jordan  
Pat Webster  
Leroy Marshall  
Ben Glass  
Pam Shaw  
Edwin McCook

Keith Rowell  
Tilda Musgrove  
Stefanie Weeks  
Bill McKinstry  
Steve Carpenter

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

Agenda Item No. 4 – Public Comment.

- Carolee Howe, Shenandoah Dairy – Thanked the Board for agriculture support.
- Paul Still, BSWCD – Flooding concerns in Bradford County.

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

- Agenda Item 6 – February 13, 2018 Governing Board Meeting, Workshop and Land Committee Meeting Minutes
- Agenda Item 9 – Approval of January 2018 Financial Report
- Agenda Item 17 - Approval of a Modification of Water Use Permit 2-047-219225-3, with a 0.0021 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing a Maximum 0.1501 mgd of Groundwater for Agricultural Use at the Johnny Butler Farm Project, Hamilton County
- Agenda Item 18 - Approval of a Renewal of Water Use Permit 2-047-221431-3, with a 0.3777 mgd Decrease in Allocation, Authorizing a Maximum 1.0302 mgd of Groundwater for Agricultural Use at the Superior Pine Project, Hamilton County
- Agenda Item 19 - Approval of a Modification of Water Use Permit 2-067-220790-2, with a 0.0407 mgd Increase in Allocation and a Six-Year Permit Extension, Authorizing a Maximum 0.2395 mgd of Groundwater for Agricultural Use at the John L. Hart Jr. Farm, Lafayette County

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

Agenda Item No. 6 – Approval of Minutes – February 13, 2018 Governing Board Meeting, Workshop and Land Committee Meeting Minutes. Approved on Consent.

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

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

**GOVERNING BOARD LEGAL COUNSEL**

Agenda Item No. 8 – Legal Activities Update. Tom Reeves, Legal Counsel updated the Board on the following litigation:

- Joint Regional Water Supply Plan Case
- Jeff Hill Cases
- Brown Case

## **DIVISION OF ADMINISTRATION AND OPERATIONS**

Agenda Item No. 9 – Approval of January 2018 Financial Report. Approved on Consent.

Agenda Item No. 10 – Approval of Resolution Number 2018-01, Adopting Budget Amendment Number One for Fiscal Year 2018. Pam Shaw, Chief Financial Officer, presented this item to the Board.

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

Agenda Item No. 11 – Authorization to Enter into Contracts with Qualified Forestry Consultant Firms. Bill McKinstry, Land Management Program Manager, presented this item to the Board.

Mr. Alexander publicly announced a conflict of interest and abstained from voting on this agenda item. The Conflict of Interest Form was completed and signed by Mr. Alexander. This form is hereby made part of these minutes and is filed in the permanent Governing Board meeting minutes files of the District.

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

Agenda Item No. 12 – Acceptance of District Land Management Plan. Mr. McKinstry presented this item to the Board.

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

Agenda Item No. 13 - Land and Facilities Operations Activity Summary. This summary was provided as an informational item in the Board materials.

## **DIVISION OF WATER SUPPLY**

No Items.

## **DIVISION OF WATER RESOURCES**

Agenda Item No. 14 - Authorization to Purchase Sierra Wireless RV-50 Modems. Tom Mirti, Deputy Executive Director, presented this item to the Board.

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

Agenda Item No. 15 - Authorization to Extend a Contract with Huss Drilling, Inc., for Well Construction and Associated Hydrogeological Testing. Mr. Mirti presented this item to the Board.

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

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

#### **DIVISION OF RESOURCE MANAGEMENT**

Agenda Item No. 17 – Approval of a Modification of Water Use Permit 2-047-219225-3, with a 0.0021 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing a Maximum 0.1501 mgd of Groundwater for Agricultural Use at the Johnny Butler Farm Project, Hamilton County. Approved on Consent.

Agenda Item No. 18 – Approval of a Renewal of Water Use Permit 2-047-221431-3, with a 0.3777 mgd Decrease in Allocation, Authorizing a Maximum 1.0302 mgd of Groundwater for Agricultural Use at the Superior Pine Project, Hamilton County. Approved on Consent.

Agenda Item No. 19 – Approval of a Modification of Water Use Permit 2-067-220790-2, with a 0.0407 mgd Increase in Allocation and a Six-Year Permit Extension, Authorizing a Maximum 0.2395 mgd of Groundwater for Agricultural Use at the John L. Hart Jr. Farm, Lafayette County. Approved on Consent.

Agenda Item No. 20 – Permitting Summary Report. This report was provided as an informational item in the Board materials.

#### **AGRICULTURE AND ENVIRONMENTAL PROJECTS**

Agenda Item No. 21 – Approval to Enter into Contract with an Agricultural Producer to Provide Water Conservation Cost-Share Funding. Ben Glass, Project Manager, presented this item to the Board.

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

Agenda Item No. 22 – Approval to Enter into Agreement with an Agricultural Producer to Implement Precision Agriculture Practices. Mr. Glass 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. 23 – Springs Protection Awareness Month Proclamation. Katelyn Potter, Communications and Organizational Development, presented this item to the Board.

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

Agenda Item No. 24 – Water Conservation Month Proclamation. Mrs. Potter presented this item to the Board.

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

Agenda Item No. 25 – Consideration of Right of First Refusal on the HelpCo Financial Services, Inc. Parcel, 82.82 Acres +/-, within the Walker Springs Conservation Easement, Jefferson County. Keith Rowell, Land Acquisition, presented this item to the Board.

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

Agenda Item No. 26 - Land Acquisition and Disposition Activity Report. This report was provided as an informational item in the Board materials.

Agenda Item No. 27 - District's Weekly Activity Reports. These reports were provided as an informational item in the Board materials.

Steve Minnis updated the Board on the 2018 Legislative Session.

Agenda Item No. 28 – Announcements. Mr. Thomas updated the Board on various District activities.

Chair Quincey addressed the Board and resigned as Board Chair effective immediately. He will remain on the Board as a voting member. Chair Quincey nominated Virginia Johns as the new Board Chair.

MOTION WAS MADE BY JONES, SECONDED BY ALEXANDER TO APPROVE MRS. JOHNS AS THE NEW BOARD CHAIR. MOTION CARRIED UNANIMOUSLY.

Mr. Quincey asked for nomination for the Secretary/Treasurer position from the Board.

MOTION WAS MADE BY JONES, SECONDED BY ALEXANDER TO NOMINATE MR. SCHWAB AS THE SECRETARY/TREASURER. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 29 – Adjournment. Meeting adjourned at 11:29 a.m.

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Chair

ATTEST:

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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.

March 13, 2018  
Following Board Meeting

District Headquarters  
Live Oak, FL

1. Call to Order / Committee Roll Call. Meeting began at 11:37 a.m.

Mr. Quincey announced that all member of the Board would participate in the Lands Committee Meeting.

<b>Members</b>	<b>Present</b>	<b>Not Present</b>
Bradley Williams		X
Richard Schwab	X	
Don Quincey, Jr.	X	
Kevin W. Brown		X
Alphonas Alexander	X	
Virginia H. Johns	X	
Virginia Sanchez		X
Gary Jones	X	
Charles Keith	X	

2. Public Comment: None

3. General Discussion / Updates:

- Surplus Lands Policy. Keith Rowell, Land Acquisition/Local Government, update the Committee on the upcoming changes to the Surplus Lands Policy.

4. Land Acquisition / New Property Offers: None

5. Conservation Easement Modification Requests

- Consideration of Waiver of Right of First Refusal Tisdale Conservation Easement, 83 Acres +/-, Levy County. Mr. Rowell presented this item to the Committee.

SCHWAB MADE MOTION TO FORWARD TO FULL BOARD FOR APPROVAL,  
SECONDED BY JONES. MOTION CARRIED.

6. Surplus Lands / Updates: None

7. Access Easement Requests

- Chris and Diana Topping – Access Easement Relocation Request – Lukens Tract, Levy County. Mr. Rowell presented this item to the Committee.

JONES MADE MOTION TO FORWARD TO FULL BOARD FOR APPROVAL,  
SECONDED BY SCHWAB. MOTION CARRIED.

8. Announcements. None
9. Adjournment. Meeting adjourned at 11:55 a.m.

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Chair

ATTEST:

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SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
GOVERNING BOARD WORKSHOP

Workshop began at 12:22 p.m.

Steinhatchee Springs River Access Project Update

Mr. McKinstry presented a powerpoint on the improvements at the Steinhatchee Springs River Access.

Introduction to the North Florida-Southeast Georgia (NFSEG) Regional Groundwater Flow Model

John Good, Chief Professional Engineer, presented a powerpoint on the North Florida-Southeast Georgia (NFSEG) Regional Groundwater Flow Model.

**MEMORANDUM**

TO: Governing Board  
FROM: Warren Zwanka, P.G., Division Director, Resource Management  
DATE: March 30, 2018  
RE: Enforcement Status Report

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

<b>Respondent</b>	<b>Charlie Hicks, Jr.</b>
<b>Enforcement Number / County</b>	<b>CE07-0087 / Madison County</b>
<b>Violation</b>	<b>Unpermitted Construction in Floodway</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>October 30, 2008</b>
<b>Target Date</b>	<b>Ongoing</b>
<b>Legal Fees to date</b>	<b>\$25,508.03</b>
<b>Last Update</b>	<b>April 21, 2017</b>

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

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

<b>Respondent</b>	<b>Jeffrey Hill / Haight Ashbury Subdivision</b>
<b>Enforcement Number / County</b>	<b>CE04-0003 / Columbia</b>
<b>Violation</b>	<b>Not Built in Accordance with Permitted Plans</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>May 2006</b>
<b>Target Date</b>	<b>November 30, 2015</b>
<b>Legal Fees to date</b>	<b>\$13,209</b>
<b>Last Update</b>	<b>February 23, 2017</b>

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

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

Columbia County has finished the remedial work. Staff 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.**

<b>Respondent</b>	<b>Jeffrey Hill / Smithfield Estates-Phase 1</b>
<b>Enforcement Number / County</b>	<b>CE04-0025 / Columbia</b>
<b>Violation</b>	<b>Not Built in Accordance with Permitted Plans</b>
<b>Legal Counsel</b>	<b>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>May 2006</b>
<b>Target Date</b>	<b>November 30, 2015</b>
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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.

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MEMORANDUM

TO: Governing Board  
FROM: Pam Shaw, Chief Financial Officer  
THRU: Steve Minnis, Business and Community Services  
DATE: March 30, 2018  
RE: Approval of February 2018 Financial Report

RECOMMENDATION

**Staff recommends the Governing Board approve the February 2018 Financial Report and confirm the expenditures of the District.**

BACKGROUND

Section 373.553(1), Florida Statutes (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 F.S., 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.

/tm

Attachments

**Suwannee River Water Management District  
Cash Report  
February 2018**

<b>Financial Institution/Account</b>	<b>Monthly Interest</b>	<b>Interest Rate %</b>	<b>Closing Balance</b>
First Federal Permit Fee	\$0.00		\$11,004.20
First Federal Accounts Payable	\$0.00		\$35,000.00
First Federal Depository	\$169.82	0.02%	\$803,178.67
SPIA	<u>\$60,735.45</u>	1.85%	<u>\$44,066,345.45</u>
TOTAL	<u><u>\$60,905.27</u></u>		<u><u>\$44,915,528.32</u></u>

**Suwannee River Water Management District  
Statement of Sources and Uses of Funds  
For the Month ending February 28, 2018  
(Unaudited)**

	<b>Current Budget</b>	<b>Actuals Through 2/28/2018</b>	<b>Variance (Under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 5,591,837	\$ 4,771,095	\$ (820,742)	85.3%
Intergovernmental Revenues	\$ 59,873,387	\$ 8,786,737	\$ (51,086,650)	14.7%
Interest on Invested Funds	\$ 140,000	\$ 294,729	\$ 154,729	210.5%
License and Permit Fees	\$ 135,000	\$ 88,118	\$ (46,882)	65.3%
Other	\$ 1,226,100	\$ 464,375	\$ (761,725)	37.9%
Fund Balance	\$ 15,891,753	\$ -	\$ (15,891,753)	0.0%
<b>Total Sources</b>	<b>\$ 82,858,077</b>	<b>\$ 14,405,054</b>	<b>\$ (68,453,023)</b>	<b>17.4%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances <sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated <sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$ 9,322,743	\$ 1,404,770	\$ 2,008,178	\$ 5,909,795	15%	37%
Acquisition, Restoration and Public Works	\$ 65,326,091	\$ 4,833,910	\$ 24,443,788	\$ 36,048,393	7%	45%
Operation and Maintenance of Lands and Works	\$ 5,140,309	\$ 928,670	\$ 1,345,397	\$ 2,866,242	18%	44%
Regulation	\$ 1,392,916	\$ 516,400	\$ 9,250	\$ 867,266	37%	38%
Outreach	\$ 225,475	\$ 45,461	\$ -	\$ 180,014	20%	20%
Management and Administration	\$ 1,450,543	\$ 671,878	\$ 69,255	\$ 709,410	46%	51%
<b>Total Uses</b>	<b>\$ 82,858,077</b>	<b>\$ 8,401,089</b>	<b>\$ 27,875,868</b>	<b>\$ 46,581,120</b>	<b>10%</b>	<b>44%</b>

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

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

This financial statement is prepared as of February 28, 2018 and covers the interim period since the most recent audited financial statements.

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**  
**February 28, 2018**

Recap of All Funds	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	14,405,053.53	0.00	82,858,077.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	2,208,501.01	0.00	6,047,222.00
TOTAL CONTRACTUAL SERVICES	1,860,203.09	8,815,891.35	33,963,839.00
TOTAL OPERATING EXPENSES	332,284.27	74,087.12	1,370,119.00
TOTAL CAPITAL OUTLAY	2,117.60	149,910.28	308,044.00
TOTAL FIXED CAPITAL OUTLAY	3,172,684.33	0.00	6,885,918.00
TOTAL INTERAGENCY EXPENSES	825,297.35	18,835,979.16	34,282,935.00
TOTAL EXPENDITURES	<u>8,401,087.65</u>	<u>27,875,867.91</u>	<u>82,858,077.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>6,003,965.88</u>	<u>(27,875,867.91)</u>	<u>0.00</u>
Fund 01: General Fund	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	8,751,049.48	0.00	9,492,276.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	1,922,639.54	0.00	5,236,014.00
TOTAL CONTRACTUAL SERVICES	287,241.65	608,741.93	2,210,609.00
TOTAL OPERATING EXPENSES	173,718.41	39,364.43	840,463.00
TOTAL CAPITAL OUTLAY	1,402.60	24,419.94	156,290.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	200,812.84	563,376.72	1,048,900.00
TOTAL EXPENDITURES	<u>2,585,815.04</u>	<u>1,235,903.02</u>	<u>9,492,276.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>6,165,234.44</u>	<u>(1,235,903.02)</u>	<u>0.00</u>
Fund 05: Middle Suwannee	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	1,364.40	0.00	589,083.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	1,364.40	131,188.90	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>1,364.40</u>	<u>131,188.90</u>	<u>589,083.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>0.00</u>	<u>(131,188.90)</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**  
**February 28, 2018**

Fund 06: Springs Appropriation	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	2,817,149.88	0.00	47,232,235.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	61.07	0.00	0.00
TOTAL CONTRACTUAL SERVICES	377,656.52	4,184,485.89	15,494,577.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	2,908,378.58	0.00	5,902,968.00
TOTAL INTERAGENCY EXPENSES	121,836.75	14,583,823.25	25,834,690.00
TOTAL EXPENDITURES	<u>3,407,932.92</u>	<u>18,768,309.14</u>	<u>47,232,235.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(590,783.04)</u>	<u>(18,768,309.14)</u>	<u>0.00</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>
<b>REVENUES</b>			
TOTAL REVENUES	105,600.00	0.00	105,600.00
<b>EXPENDITURES</b>			
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>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 08: WMLTF / Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	8,732.40	0.00	425,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	6,000.98	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0.00	0.00	275,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	1,327.50	194,675.68	150,000.00
TOTAL EXPENDITURES	<u>7,328.48</u>	<u>194,675.68</u>	<u>425,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>1,403.92</u>	<u>(194,675.68)</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**  
**February 28, 2018**

Fund 09: Monitor Well Improvements	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	530,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	137,059.44	267,436.08	500,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	30,000.00
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>137,059.44</u>	<u>267,436.08</u>	<u>530,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(137,059.44)</u>	<u>(267,436.08)</u>	<u>0.00</u>

*\*Excess to be covered by Committed Fund Balance*

Fund 10: Florida Forever & P-2000	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	21,754.43	0.00	1,847,500.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	5,149.00	2,400.00	1,845,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	2,500.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>5,149.00</u>	<u>2,400.00</u>	<u>1,847,500.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>16,605.43</u>	<u>(2,400.00)</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>
<b>REVENUES</b>			
TOTAL REVENUES	269.43	0.00	10,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	355.31	0.00	10,000.00
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>355.31</u>	<u>0.00</u>	<u>10,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(85.88)</u>	<u>0.00</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**  
**February 28, 2018**

	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>Fund 13: Land Management/Operations</b>			
<b>REVENUES</b>			
TOTAL REVENUES	2,419,491.82	0.00	5,010,309.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	273,708.97	0.00	801,208.00
TOTAL CONTRACTUAL SERVICES	492,177.67	1,139,840.76	2,625,691.00
TOTAL OPERATING EXPENSES	158,352.11	34,722.69	493,656.00
TOTAL CAPITAL OUTLAY	715.00	125,490.34	151,754.00
TOTAL FIXED CAPITAL OUTLAY	264,305.75	0.00	275,000.00
TOTAL INTERAGENCY EXPENSES	450.00	40,986.40	663,000.00
TOTAL EXPENDITURES	<u>1,189,709.50</u>	<u>1,341,040.19</u>	<u>5,010,309.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>1,229,782.32</u>	<u>(1,341,040.19)</u>	<u>0.00</u>
<b>Fund 19: DOT Mitigation</b>			
<b>REVENUES</b>			
TOTAL REVENUES	135,366.54	0.00	1,150,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	127,464.42	873,175.60	1,150,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>127,464.42</u>	<u>873,175.60</u>	<u>1,150,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>7,902.12</u>	<u>(873,175.60)</u>	<u>0.00</u>
<b>Fund 29: SRP</b>			
<b>REVENUES</b>			
TOTAL REVENUES	37,110.60	0.00	120,500.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	213.75	0.00	3,500.00
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	87,750.00	117,000.00
TOTAL EXPENDITURES	<u>29,463.75</u>	<u>87,750.00</u>	<u>120,500.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>7,646.85</u>	<u>(87,750.00)</u>	<u>0.00</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**  
**February 28, 2018**

Fund 30: Camp Blanding Buffer Lands	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	4,858.51	0.00	707,950.00
<b>EXPENDITURES</b>			
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	707,950.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>707,950.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>4,858.51</u>	<u>0.00</u>	<u>0.00</u>

Fund 33: PCS Mitigation	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	764.17	0.00	0.00
<b>EXPENDITURES</b>			
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>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>764.17</u>	<u>0.00</u>	<u>0.00</u>

Fund 51: District Ag Cost Share	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	5,388,579.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	295,353.50	679,355.58	5,360,579.00
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	28,000.00
TOTAL EXPENDITURES	<u>295,353.50</u>	<u>679,355.58</u>	<u>5,388,579.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(295,353.50)</u>	<u>(679,355.58)</u>	<u>0.00</u>

*\*Excess to be covered by Committed Fund Balance*

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**  
**February 28, 2018**

Fund 53: District RIVER Cost Share	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	5,605,045.00
<b>EXPENDITURES</b>			
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	366,020.26	3,365,367.11	5,335,745.00
TOTAL EXPENDITURES	<u>366,020.26</u>	<u>3,365,367.11</u>	<u>5,605,045.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(366,020.26)</u>	<u>(3,365,367.11)</u>	<u>0.00</u>

*\*Excess to be covered by Committed Fund Balance*

Fund 56: FEMA Grants	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	99,614.96	0.00	3,249,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	99,114.96	655,554.53	3,249,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>99,114.96</u>	<u>655,554.53</u>	<u>3,249,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>500.00</u>	<u>(655,554.53)</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>
<b>REVENUES</b>			
FDOT LAP GRANT REVENUE	1,926.91	0.00	1,000,000.00
FFWC REVENUE	0.00	0.00	250,000.00
NFWF REVENUE	0.00	0.00	145,000.00
TOTAL REVENUES	<u>1,926.91</u>	<u>0.00</u>	<u>1,395,000.00</u>
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	5,735.14	0.00	0.00
TOTAL CONTRACTUAL SERVICES	37,621.53	273,712.08	395,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	1,000,000.00
TOTAL EXPENDITURES	<u>43,356.67</u>	<u>273,712.08</u>	<u>1,395,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(41,429.76)</u>	<u>(273,712.08)</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: A. Keith Rowell, P.S.M.  
THRU: Steve Minnis, Business and Community Services  
DATE: March 30, 2018  
RE: Consideration of Waiver of Right of First Refusal on the Tisdale Conservation Easement, 83 Acres +/-, Levy County

RECOMMENDATION

**Staff requests Governing Board approval of a Waiver of Right(s) of First Refusal on the Tisdale Conservation Easement, 83 acres +/-, Levy County.**

BACKGROUND

The Tisdale Springs Conservation Easement was purchased on November 16, 2007 for \$141,195 (\$1,700 per acre). The terms of the easement include restrictions on subdivision and construction.

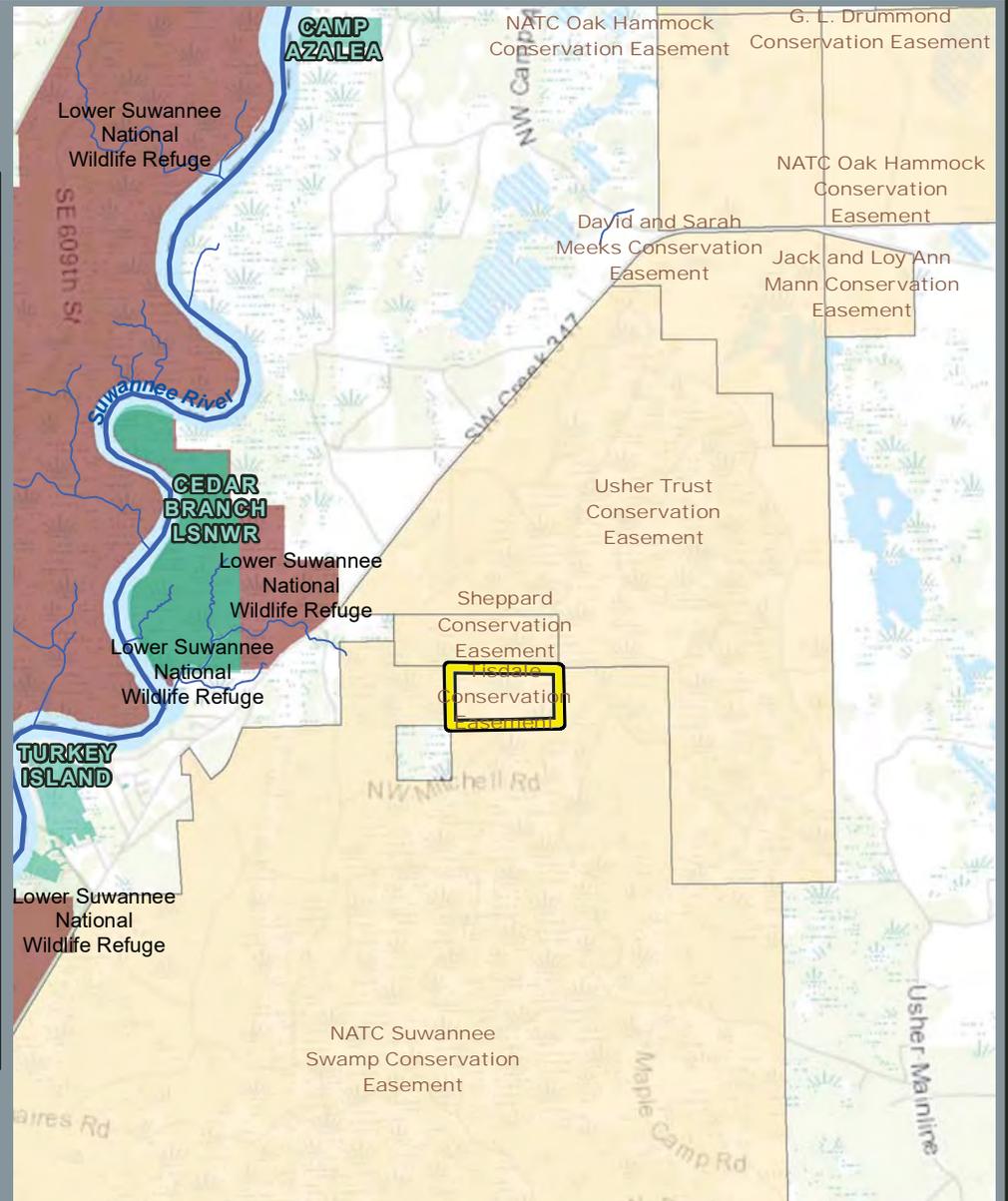
Mr. Tisdale has a contract with Paul and Tina Amari to purchase his parcel for \$120,000 (\$1500 per acre) and have requested that the District waive its right of first refusal per the terms of the conservation easement. This waiver is only valid if the property sells for the contract price or greater and expires one year from the date of execution.

The property will be conveyed subject to the District's Conservation easement.

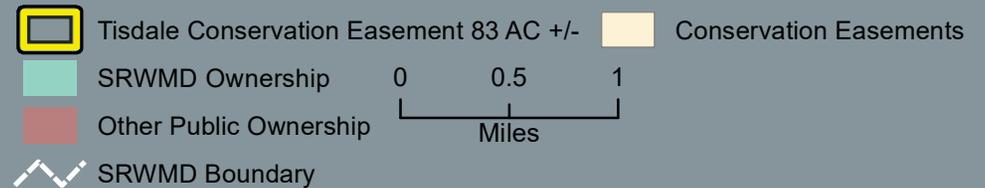
The Lands Committee reviewed the proposed waiver at the March 13, 2018, meeting and voted to forward a recommendation for approval to the Governing Board.

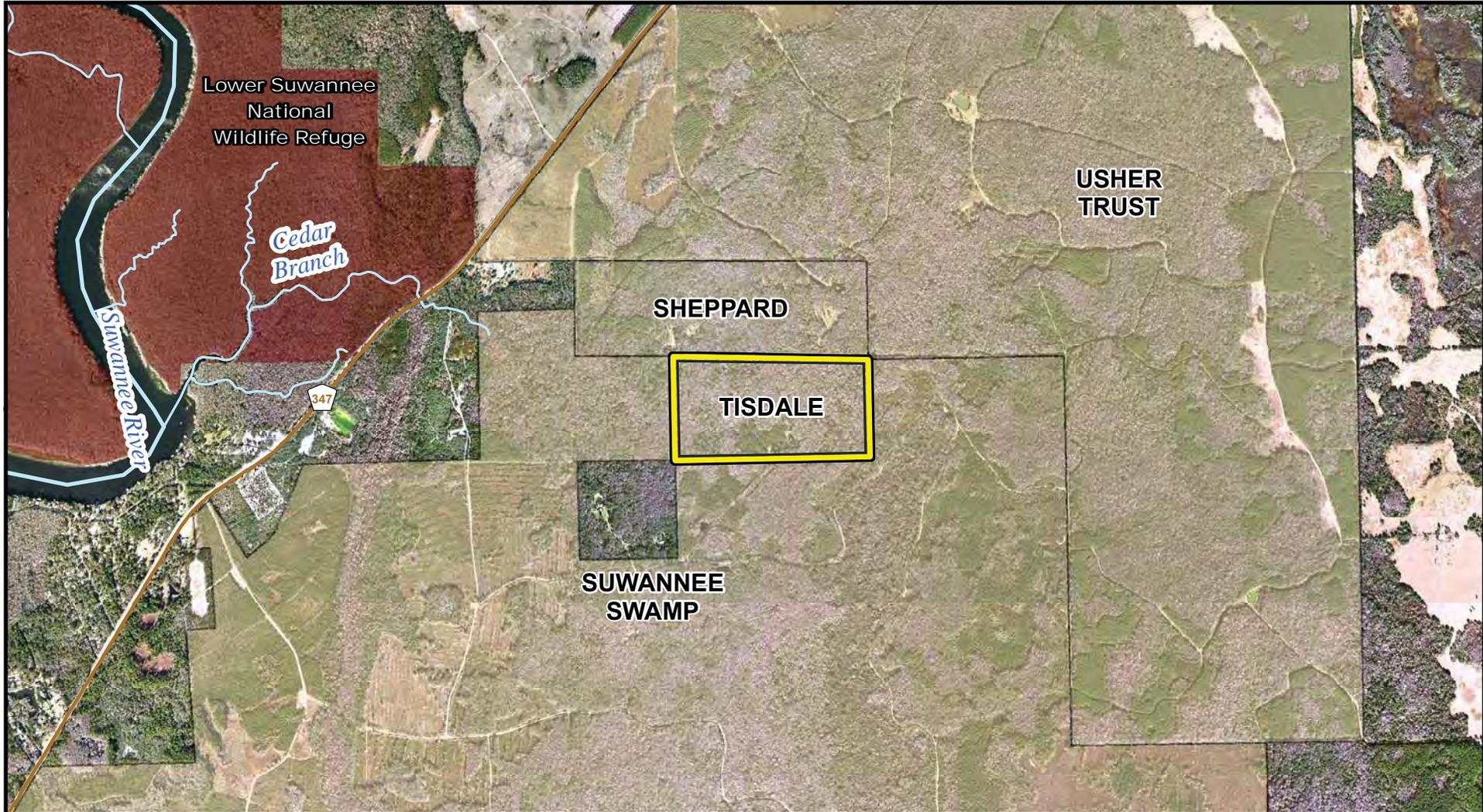
/kr  
Attachments

# Tisdale Conservation Easement Waiver 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 3/8/2018





### Tisdale Conservation Easement Waiver Request Property Overview

- Tisdale Conservation Easement 83 AC +/-
- County Roads
- Rivers and Streams
- 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 3/8/2018

**"AS IS" Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1\* PARTIES: ROBERT TISDALE ("Seller"),  
2\* and PAUL AMARI & TINA AMARI ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase  
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

7\* (a) Street address, city, zip: 80 ACRES NW MITCHELL RD CHIEFLAND FL. 32626

8\* (b) Located in: LEVY County, Florida. Property Tax ID #: \_\_\_\_\_

9\* (c) Real Property: The legal description is 34-12-13 0040.00 ACRES NW1/4 OF NE1/4 and 34-12-13 0040.00  
10 ACRES NE1/4 OF NW1/4

11 \_\_\_\_\_  
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and  
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or  
14 by other terms of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items  
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the  
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),  
18 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate  
19 and other access devices, and storm shutters/panels ("Personal Property").

20\* Other Personal Property items included in this purchase are: \_\_\_\_\_

21 \_\_\_\_\_  
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

23\* (e) The following items are excluded from the purchase: \_\_\_\_\_

24 \_\_\_\_\_

25 **PURCHASE PRICE AND CLOSING**

26\* **2. PURCHASE PRICE** (U.S. currency):..... \$ 120,000.00

27\* (a) Initial deposit to be held in escrow in the amount of (**checks subject to COLLECTION**) ..... \$ 500.00

28 The initial deposit made payable and delivered to "Escrow Agent" named below  
29\* (**CHECK ONE**): (i)  accompanies offer or (ii)  is to be made within \_\_\_\_\_ (if left  
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN  
31 **OPTION (ii) SHALL BE DEEMED SELECTED.**

32\* Escrow Agent Information: Name: LEVY ABSTRACT TITLE

33\* Address: 13 E PARK AVE CHIEFLAND FL. 32626

34\* Phone: 352-493-1000 E-mail: JEANNIEH@LEVYABSTRA Fax: \_\_\_\_\_

35\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
36\* days after Effective Date ..... \$ \_\_\_\_\_

37\* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

38\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \_\_\_\_\_

39\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_

40\* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
41\* transfer or other **COLLECTED** funds ..... \$ 119,500.00

42\* **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
45\* February 11, 2018, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
47 the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or  
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur  
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered  
52\* ("Closing") on April 6, 2018 ("Closing Date"), at the time established by the Closing Agent.

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53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
- 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
- 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
- 57 period shall not exceed 10 days.
- 58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
- 59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
- 60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

- 62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
- 63 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed
- 64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices
- 65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of
- 66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,
- 67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- 68 (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
- 69 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
- 70 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
- 71 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that
- 72 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery
- 73 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer
- 74 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
- 75 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to
- 76 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 77 **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under
- 78 this Contract;  may assign but not be released from liability under this Contract; or  may not assign this
- 79 Contract.

80 **FINANCING**

81 **8. FINANCING:**

82  (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's

83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges

84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend

85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

86  (b) This Contract is contingent upon Buyer obtaining approval of a  conventional  FHA  VA or  other

87 \_\_\_\_\_ (describe) loan within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan Approval

88 Period") for **(CHECK ONE):**  fixed,  adjustable,  fixed or adjustable rate in the Loan Amount (See Paragraph

89 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left blank, then prevailing rate based upon Buyer's

90 creditworthiness), and for a term of 40 (if left blank, then 30) years ("Financing").

91 (i) Buyer shall make mortgage loan application for the Financing within 5 (if left blank, then 5) days

92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms

93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale

94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a

96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited

97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's

98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,

100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose

101 such status and progress, and release preliminary and finally executed closing disclosures and settlement

102 statements, to Seller and Broker.

103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to

105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been

106 unable to obtain Loan Approval and has elected to either:

- 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
- 108 (2) terminate this Contract.

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(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see rider for terms).

(d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

### CLOSING COSTS, FEES AND CHARGES

#### 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

##### (a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: \_\_\_\_\_

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

##### (b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

(c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

##### (CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

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- 164\*  (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]**: Seller shall furnish a copy of a prior owner's policy  
 165 of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,  
 166 which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C)  
 167 municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's  
 168\* policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ \_\_\_\_\_  
 169 (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.  
 170 (d) **SURVEY**: On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property  
 171 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real  
 172 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.  
 173\* (e) **HOME WARRANTY**: At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by  
 174\* \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_. A home  
 175 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in  
 176 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.  
 177 (f) **SPECIAL ASSESSMENTS**: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body  
 178 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and  
 179 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an  
 180 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being  
 181 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may  
 182 be paid in installments **(CHECK ONE)**:  
 183\*  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.  
 184 Installments prepaid or due for the year of Closing shall be prorated.  
 185\*  (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.  
 186 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.  
 187 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district  
 188 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

189 **DISCLOSURES**

190 **10. DISCLOSURES:**

- 191 (a) **RADON GAS**: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in  
 192 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
 193 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding  
 194 radon and radon testing may be obtained from your county health department.  
 195 (b) **PERMITS DISCLOSURE**: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller  
 196 does not know of any improvements made to the Property which were made without required permits or made  
 197 pursuant to permits which have not been properly closed. If Seller identifies permits which have not been  
 198 properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans,  
 199 written documentation or other information in Seller's possession, knowledge, or control relating to  
 200 improvements to the Property which are the subject of such open permits or unpermitted improvements.  
 201 (c) **MOLD**: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
 202 desires additional information regarding mold, Buyer should contact an appropriate professional.  
 203 (d) **FLOOD ZONE; ELEVATION CERTIFICATION**: Buyer is advised to verify by elevation certificate which flood  
 204 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to  
 205 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"  
 206 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and  
 207 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or  
 208 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage  
 209 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer  
 210\* may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after  
 211 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further  
 212 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone  
 213 designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums  
 214 for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured  
 215 or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial  
 216 rating.  
 217 (e) **ENERGY BROCHURE**: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
 218 required by Section 553.996, F.S.

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- 219 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is  
 220 mandatory.
- 221 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**  
 222 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**  
 223 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 224 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
 225 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO**  
 226 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**  
 227 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**  
 228 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE**  
 229 **COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 230 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if  
 231 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer  
 232 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller  
 233 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,  
 234 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD  
 235 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax  
 236 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to  
 237 FIRPTA.
- 238 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are  
 239 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding  
 240 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or  
 241 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller  
 242 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected  
 243 building, environmental or safety code violation.

244 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

- 245 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the  
 246 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS  
 247 IS Maintenance Requirement").
- 248 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**
- 249\* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 15 (if left blank, then 15)  
 250 days after Effective Date ("Inspection Period") within which to have such inspections of the Property  
 251 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole  
 252 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering  
 253 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely  
 254 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall  
 255 be released of all further obligations under this Contract; however, Buyer shall be responsible for  
 256 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting  
 257 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the  
 258 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to  
 259 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of  
 260 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to  
 261 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all  
 262 repairs and improvements required by Buyer's lender.
- 263 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior  
 264 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and  
 265 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal  
 266 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS  
 267 Maintenance Requirement and has met all other contractual obligations.
- 268 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection  
 269 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,  
 270 written documentation or other information in Seller's possession, knowledge, or control relating to  
 271 improvements to the Property which are the subject of such open or needed Permits, and shall promptly  
 272 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve  
 273 such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

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274 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs  
275 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to  
276 expend, any money.  
277 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and  
278 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties  
279 to Buyer.

### 280 ESCROW AGENT AND BROKER

281 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds  
282 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow  
283 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions  
284 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting  
285 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may  
286 take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or  
287 liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until  
288 the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine  
289 the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the  
290 dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon  
291 notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the  
292 extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will  
293 comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through  
294 mediation, arbitration, interpleader or an escrow disbursement order.

295 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,  
296 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable  
297 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent  
298 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to  
299 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or  
300 termination of this Contract.

301 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,  
302 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate  
303 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property  
304 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the  
305 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or  
306 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND  
307 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND  
308 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,  
309 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each  
310 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and  
311 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at  
312 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with  
313 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of  
314 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or  
315 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task  
316 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,  
317 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services  
318 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.  
319 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and  
320 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve  
321 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker  
322 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

### 323 DEFAULT AND DISPUTE RESOLUTION

#### 324 **15. DEFAULT:**

325 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,  
326 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit  
327 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and  
328 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

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329 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's  
330 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall  
331 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share  
332 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

- 333 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after  
334 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,  
335 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting  
336 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific  
337 performance.

338 This Paragraph 15 shall survive Closing or termination of this Contract.

- 339 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and  
340 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled  
341 as follows:

342 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
343 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
344 16(b).

345 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
346 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").  
347 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
348 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
349 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph  
350 16 shall survive Closing or termination of this Contract.

- 351 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted  
352 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in  
353 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover  
354 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the  
355 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

356 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

- 357 **18. STANDARDS:**

358 **A. TITLE:**

359 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall  
361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at  
362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance  
363 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,  
364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,  
365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the  
366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of  
367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than  
368 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and  
369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach  
370 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing  
371 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall  
372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance  
373 with law.

374 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after  
378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this  
381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If  
382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which  
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or  
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has  
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)  
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and  
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

391 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
392 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable  
393 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of  
394 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later  
395 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and  
396 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a  
397 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
398 preparation of such prior survey, to the extent the affirmations therein are true and correct.

399 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
400 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)  
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit  
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph  
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller  
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this  
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under  
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations  
411 thereunder.

412 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing  
413 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or  
414 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been  
415 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all  
416 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth  
417 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges  
418 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been  
419 paid or will be paid at Closing.

420 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other  
421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates  
422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur  
423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property  
424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be  
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of  
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force  
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,  
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent  
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including  
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents  
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under  
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering  
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all  
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,  
437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters  
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

**I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

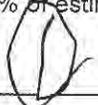
**J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

**L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

**M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

**N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

**O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

**P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

**Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

**R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

**S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

**T. RESERVED.**

**U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

**V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

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**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

553 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted  
 554 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.  
 555 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this  
 556 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the  
 557 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for  
 558 disbursement in accordance with the final determination of the IRS, as applicable.  
 559 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms  
 560 8288 and 8288-A, as filed.

**W. RESERVED**

561 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller*  
 562 *and against any real estate licensee involved in the negotiation of this Contract for any damage or defects*  
 563 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*  
 564 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*  
 565 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*  
 566 *Closing.*  
 567

**ADDENDA AND ADDITIONAL TERMS**

569\* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this  
 570 Contract (Check if applicable):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> A. Condominium Rider      | <input type="checkbox"/> K. RESERVED                             | <input type="checkbox"/> T. Pre-Closing Occupancy       |
| <input type="checkbox"/> B. Homeowners' Assn.      | <input type="checkbox"/> L. RESERVED                             | <input type="checkbox"/> U. Post-Closing Occupancy      |
| <input type="checkbox"/> C. Seller Financing       | <input type="checkbox"/> M. Defective Drywall                    | <input type="checkbox"/> V. Sale of Buyer's Property    |
| <input type="checkbox"/> D. Mortgage Assumption    | <input type="checkbox"/> N. Coastal Construction Control<br>Line | <input type="checkbox"/> W. Back-up Contract            |
| <input type="checkbox"/> E. FHA/VA Financing       | <input type="checkbox"/> O. Insulation Disclosure                | <input type="checkbox"/> X. Kick-out Clause             |
| <input type="checkbox"/> F. Appraisal Contingency  | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978)     | <input type="checkbox"/> Y. Seller's Attorney Approval  |
| <input type="checkbox"/> G. Short Sale             | <input type="checkbox"/> Q. Housing for Older Persons            | <input type="checkbox"/> Z. Buyer's Attorney Approval   |
| <input type="checkbox"/> H. Homeowners/Flood Ins.  | <input type="checkbox"/> R. Rezoning                             | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED               | <input type="checkbox"/> S. Lease Purchase/ Lease Option         | <input type="checkbox"/> BB. Binding Arbitration        |
| <input type="checkbox"/> J. Interest-Bearing Acct. |  | <input type="checkbox"/> Other: _____                   |
|  |  | _____   |
|  |  | _____   |

571\* **20. ADDITIONAL TERMS:** BUYER(S) acknowledge that they are personally responsible in satisfying themselves as  
 572 to the buildability, ordinances, zoning and uses of the subject property from local county building and zoning  
 573 departments and / or any other governing offices.

574 \_\_\_\_\_  
 575 BUYER(S) are aware that there is a conservation easement on this property and that it comes with the  
 576 regulations and restrictions covered in the easement.

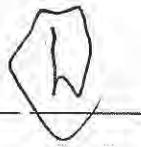
577 SELLER agrees to provide a copy of the easement to the buyer within 5 days of acceptance  
 578 \_\_\_\_\_  
 579 \_\_\_\_\_  
 580 \_\_\_\_\_  
 581 \_\_\_\_\_  
 582 \_\_\_\_\_  
 583 \_\_\_\_\_  
 584 \_\_\_\_\_  
 585 \_\_\_\_\_  
 586 \_\_\_\_\_  
 587 \_\_\_\_\_

**COUNTER-OFFER/REJECTION**

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

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592 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE  
593 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

594 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

595 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*  
596 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*  
597 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*  
598 *interested persons.*

599 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK  
600 TO BE COMPLETED.

601\* Buyer: PAUL AMARI Date: 2/8/2018

602\* Buyer: TINA AMARI Date: 2/8/2018

603\* Seller: Cordoba Date: 2/10/18

604\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

605	Buyer's address for purposes of notice	Seller's address for purposes of notice
606*	<u>6606 GUNN HWY</u>	<u>5251 NW CR347</u>
607*	<u>TAMPA, FL 33625</u>	<u>CHIEFLAND, FL 32626</u>
608*	_____	_____

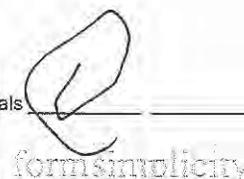
609 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers  
610 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct  
611 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
612 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
613 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation  
614 made by Seller or Listing Broker to Cooperating Brokers.

615*	<u>ROBIN SMITH SL3360702</u>	<u>ROBIN SMITH SL3360702</u>
616	<b>Cooperating Sales Associate, if any</b>	<b>Listing Sales Associate</b>

617*	<u>UNITED COUNTRY SMITH AND ASSOCIATES</u>	<u>UNITED COUNTRY SMITH AND ASSOCIATES</u>
618	<b>Cooperating Broker, if any</b>	<b>Listing Broker</b>

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Seller's Initials [Signature]



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

R

instrument # 502389  
OR BK 1102 Pages 162-15pg(s)  
RECORDED 11/16/2007 at 03:12 PM  
Danny J. Shipp, Levy County Clerk, Florida  
Deed Doc: S988.40  
DEPUTY CLERK CRC

## CONSERVATION EASEMENT

**THIS CONSERVATION EASEMENT ("Easement")** made and entered into this 16th day of November, 2007, by and between **ROBERT C. TISDALE a/k/a ROBERT TISDALE**, a married man, who does not reside on the property, but who resides at 2711 1<sup>st</sup> Avenue West, Bradenton, Florida 34205, (hereafter referred to as **Grantor**) and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, FL 32060 (hereinafter referred to as **Grantee**).

### WITNESSETH:

**WHEREAS**, Grantor is the owner of certain lands in Levy County, Florida, described in Exhibit "A" attached hereto, hereinafter referred to as the "Protected Property"; and,

**WHEREAS**, the parties recognize the natural scenic and special characteristics of the Protected Property and with both parties having a common purpose of conserving the natural values and character of the Protected Property, Grantor agrees to convey to Grantee a Perpetual Conservation Easement on, over and across the Protected Property which Easement conserves the value, character, and ecological integrity of the Protected Property, and prohibits future development activity on the Protected Property for this generation and for future generations, pursuant to Section 704.06 Florida Statutes (1993), except as modified herein, including the following; and

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

**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 Protected Property pursuant to said Statute except as modified herein and further agrees as follows:

1. **PROHIBITED USES.** Grantor shall have the exclusive use of the Protected Property, except as herein limited, and agrees that as to the Protected Property, Grantor shall not:

**A. Subdivide.** Subdivide ownership and transfer the Protected Property or Excluded Property into two or more tracts for any purpose.

**B. Construction.** Construct or place buildings, signs, billboards or other advertising, utilities or other structures on or under the Protected Property except for regulating signs that prohibit hunting or trespassing.

**C. Road and Ditches.** Construct new roads, improve by hard surfacing or building up, or expand the number of lanes in existing roads without prior written consent of Grantee. Anything herein to the contrary notwithstanding, Grantor retains the right to replace, repair and/or maintain roads, bridges, culverts, fences and drainage structures or ditches in an attractive and usable condition without consent of the Grantee, subject to obtaining all consents or permits lawfully required therefore and so long as the character or improvements are not substantially changed. Woods roads, temporary roads, and fire lines necessary to protect, manage and for permitted uses and to harvest timber from the Protected Property are permitted, provided such construction and use will not impact the wetlands.

**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 Protected 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 gives prior written consent 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 Mediation in accordance with this 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 purposes, oil, gas or other minerals, nor shall Grantor mine, excavate, dredge, or remove sand, loam, peat, gravel, rock, soil, shell, clay or other material ("Materials") except that the mining and removal of sand and lime rock, not located in the wetlands, shall be permitted to maintain roads on the Protected Property or contiguously owned properties. There shall be no directional drilling from off the Protected 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 Protected 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 plans or wetlands, or which results in erosion, removal of trees, except as herein permitted, or other forms of water pollution. Grantor shall neither increase the drainage of water nor impede the natural movement of water across any site through any management practices including but not limited to bedding, ditching or road construction.

**K. Pesticides/Herbicides/Fertilizers.** Use pesticides, herbicides and fertilizers except as according to Best Management Practices (BMP's), if applicable or in their absence, in accordance with current label instructions and in a manner that will protect surface water and ground water and wildlife.

**L. Fish, Wildlife or Other Habitats.** Permit activities or use of the Protected Property, or Excluded Property which damages fish, wildlife or other habitats, if applicable (except for legal hunting activities referred to in Paragraph 2.B. below).

**M. Wetlands.** Harvest or permit harvesting of trees or other wetland plants, except with written permission from Grantee.

**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. Grantee 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 Grantor and Grantor's successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below): **Rights not specifically reserved herein are not permitted.**

**A. Sale or Transfer of Interest.** Grantor shall have the right to sell the Protected Property, provided that the Protected Property may never be divided. Any such interest conveyed 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 Protected Property may never be made to more than one individual, corporation, charitable organization, or other legal entity.

(2) Grantor and all subsequent owners of the Protected Property shall furnish Grantee their names and current street and mailing addresses.

(3) In the event, by operation of law or by court order, the Protected Property is transferred to more than one individual, corporation, charitable organization, or other legal entity, the holders of these

interests must select one person to receive all notices from Grantee concerning the Protected Property and that individual must be the party authorized to act on behalf of the other owners and to accept service of process in any legal action or administrative proceeding filed by the Grantee. Should the then owners fail or refuse to name the one individual to comply with the terms hereof, then the Grantee may, by petition the Circuit Court in Levy County, Florida, request the Court to appoint an individual to be the one person who, on behalf of the other owners, accepts notice, acts for the other persons and accepts service of process.

(4) The terms hereof shall be binding on all subsequent owners of the Protected Property and by accepting any permitted transfer or conveyance from the Grantor, any subsequent owner or transferee must agree to abide by the terms of this Easement, and without limitation, the terms of this Paragraph.

(5) Other than the transfer of the Protected Property set forth in Paragraph 2.A.(1) above, Grantors' rights herein may not be transferred, assigned, leased, encumbered or in any way alienated without the prior written consent of Grantee. Grantors may mortgage their interest in the Protected 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 Easement.

**B. Hunting.** To observe, maintain, photograph, hunt (with or without dogs), remove, and harvest wildlife of the Protected 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.

**C. Hunting Lease.** Grantor retains the right to lease all or part of the Protected Property for hunting, so long as the Protected Property is maintained in a manner consistent with this Easement. The Lessees must agree to be bound by the terms of this Easement and the lease must explicitly reference the terms of this Easement.

**D. Forestry Operations/Silviculture.** Forestry management and operations ("Silviculture") are permitted and, 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,

2003 Edition or such later edition as may then be in effect ("BMP Manual").

**E. Management of Protected Property.** Each year Grantor and Grantee shall prepare a Management Agreement which shall specifically address: (a) natural community restoration efforts, including but not limited to hydrological restoration, prescribed burning, vegetation management, and wildlife management, (b) hunting, and (c) silviculture. The Management Agreement shall fully and accurately reflect the provisions of this Easement. At the meeting (generally to be held in October or November of each year), the Grantor and Grantee shall discuss what had been done the previous year and what will be done in the future.

**F. Forested Wetlands.** Forested wetlands shall be managed or allowed to naturally regenerate to restore and preserve their natural character.

**G. Access.** The right to control access including fences and gates to the Protected Property and to exclude public access and use, trespassing and hunting, with the right to post the Protected Property. Grantor will furnish Grantee keys and information needed to gain access thru locked gates.

**H. Wildlife Food Plot.** A maximum of two acres of upland areas may be used for pasture land, cultivated field, or food plots for wildlife plantings.

**3. DEVELOPMENT OR TRANSFER.** This Easement transfers to Grantee all future residential, commercial, industrial, and incidental developmental rights of Grantor on the Protected Property; provided that Grantee shall not conduct any activity on the Protected Property prohibited to Grantor by the terms of this Easement, except for those activities specifically authorized to Grantee.

**4. INSPECTION.** Grantee and its agents, employees and officers (along with accompanied invitees and guests) shall have the right to enter and inspect the Protected 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. Compliance with these covenants may be enforced by proceedings at law and equity or in accordance with this Easement.

**5. INDEMNITY.** The Grantor agrees to indemnify and save the Grantee harmless from any and all liability, loss, damage, expense, judgment or claim (including attorney's fees) arising out of any negligent or willful action or activity

resulting from the Grantor's use and ownership of or activities on the Protected Property granted herein.

**6. CONTROLLED BURNING.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct controlled burning on the Protected Property so long as the Grantor uses a properly certified burner and complies with all Federal, Florida and local government agencies, statutes, laws, ordinances, rules, regulations, and restrictions. Grantor shall notify Grantee of any controlled burning prior to the commencement of the burning.

**7. LAND USE.** The land use plan ("Land Use") of the Protected Property is for silviculture and wetlands protection only. Grantor agrees that during the term of the Easement that Grantor and Grantor's assignees shall not change the Land Use without Grantee's prior written approval except as otherwise provided herein.

**8. GRANTOR WARRANTY.** Grantor hereby warrants that Grantor is fully vested with fee simple title to the Protected Property and will warrant and defend Grantee's interest in the same created by this Easement against the lawful claims of all persons.

**9. MODIFICATION.** This Easement may be modified by mutual written, 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 (2006) as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Protected Property is located.

**10. TERMINATION.** In the event the Grantee or its assigns acquire the rights reserved by the Grantor and the fee ownership of the Protected Property or any part thereof, the Grantee or its assigns may, at their option, terminate the Easement in whole or in part.

**11. VIOLATION AND ENFORCEMENT.**

**A.** In the event of violation of the terms and conditions hereof, the Grantor and Grantee shall give written notice to the other party which either party shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the 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 Suwannee County,

Florida, unless agreed otherwise by the parties. In the event of such suit, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including costs and fees on appeal.

**B.** Grantee and its agents and employees and officers (along with accompanied invitees and guests) shall have the right to enter and inspect the Protected Property in a reasonable manner and at reasonable times to enforce compliance with the covenants herein which are enforceable by proceedings at law or in equity in accordance with the affirmative rights of Grantee set forth herein. 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.

**12. NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Robert C. Tisdale  
2711 1<sup>st</sup> Avenue West  
Bradenton, Florida 34205

To the Grantee: Suwannee River Water  
Management District  
Director of Department of Land  
Acquisition and Management  
9225 CR 49  
Live Oak, FL 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, FL 32056-1029

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

**13. CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecologically and hydrologically significant character of the Protected Property and have the common purpose and intent of the conservation and preservation of the Protected Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Protected Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.

**14. MEDIATION.** From time to time the terms and conditions of this 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 Easement, then in that event, Grantor and Grantee shall submit such issue to Mediation. Mediation shall be held 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 Easement. In no event shall this Mediation provision supplant or impede election of the remedies set forth herein.

**15. AD VALOREM AND OTHER TAXES.** Grantor shall be obligated to pay all ad valorem or other taxes or assessments which may now or hereinafter be assessed or charged against the Protected Property.

**16. LIMITED USE OF THE PROTECTED PROPERTY.** The Easement granted hereby and the covenants herein are subject to the express understanding that the Protected Property may be used by the Grantor and Grantor's 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 Protected 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 their rights under this 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 Protected Property.

**18. ASSIGNMENT.** Grantor's rights in the Protected Property reserved hereunder may not be transferred, or assigned, encumbered nor in any way alienate the Protected Property without proper notification to Grantee to insure and enforce compliance with the covenants herein and in furtherance of the affirmative rights of Grantee.

**19. HAZARDOUS WASTES.** Should Grantor at any time during this Easement deposit, place or release on the Protected Property or Excluded 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 Protected Property, due to the release or alleged release of a hazardous waste on or under the Protected Property, or gaseous emissions from the Protected Property and other conditions on the Protected 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 Protected Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.

**20. ATTORNEYS' FEES.** If either party employs an attorney to enforce any provision of this Easement, or incurs any other expense in connection with its enforcement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise.

**21. SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon Grantor's agents, representatives, successors and assigns and all other successors who have an interest in the easement and the Easement shall continue as a servitude running in perpetuity with the Protected Property.

**22. FIRST RIGHT OF REFUSAL.** In the event Grantor desires to sell or transfer the Protected Property to a third party, not a lineal descendant of Grantor, Grantor does hereby give to Grantee the exclusive right of a first refusal to acquire Grantor's interest in the Protected Property under the same terms and conditions as offered to a third party. Such offers shall be made in writing to Grantee setting forth specifically the terms and conditions and Grantee shall have 90 days after receipt of the written notice within which to accept or reject the offer. Should Grantor accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee decline the offer, then Grantor shall have one year within which to transfer the Protected Property to a third party under the same terms and conditions. If the transfer is not completed within the one year period of time, Grantor shall be required to offer the Protected Property to Grantee prior to any subsequent transfer to a third party. In the further event the Protected Property is transferred by Trust or from an estate to a third party, not a lineal descendant of Grantor, then the Protected Property shall be offered under the above terms for cash, with Grantor paying all closing costs, at a price to be determined by the Grantor and Grantee and should they be unable to agree, the price shall be at a value determined by an appraiser selected by the Chief Judge of the Third Judicial Circuit of Florida acting upon a petition filed by either party.

**23. EMINENT DOMAIN.** If all or part of the Protected 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 Protected 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 Protected 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 Protected Property.

**24. MISCELLANEOUS.**

**A.** This Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever.

**B.** 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 the Easement and the Easement shall continue as a servitude running in perpetuity with the Protected Property.

C. 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.

D. Grantor hereby waives any defense of estoppel based on failure of Grantee to enforce the terms of this Easement.

E. The granting of this Easement does not convey to the public the right to enter the Protected Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this restriction.

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 Protected Property. Grantor shall keep the Protected 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 ad valorem taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement.

H. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The parties believe that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

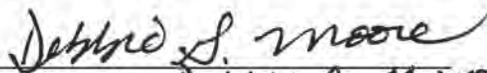
I. Any general rule of construction to the contrary notwithstanding this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of Section 704.06, Florida Statutes (2006). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement

that would render the provision valid shall be favored over any interpretation that would render it invalid.

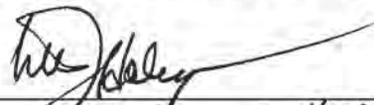
J. If any provisions of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision or persons or circumstances other than those as to which it is found to be invalid, as the case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

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and seals the date and year first hereinabove written.

Signed, sealed, and delivered  
In the presence of:

  
Print Name: Debbie G. Moore

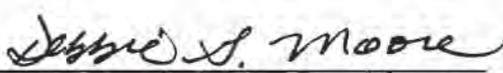
  
Robert C. Tisdale

  
Print Name: William J. Haley

STATE OF FLORIDA  
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2007, by Robert C. Tisdale, who is personally known to me or whom produced Florida Driver's License, as identification.

 **Debbie G. Moore**  
Commission # DD400475  
Expires March 16, 2009  
Bonded Troy Fain - Insurance, Inc. 800-365-7018

  
Print Name: Debbie G. Moore  
Notary Public, State of Florida  
Commission No.: DD400475  
Commission Expires: 3-16-09

**EXHIBIT A**

**TOWNSHIP 12 SOUTH, RANGE 13 EAST**

**SECTION 34:** NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ;  
NE  $\frac{1}{4}$  of NW $\frac{1}{4}$

**TOGETHER WITH AND SUBJECT TO** a Perpetual Non-exclusive Unrestrictive Easement for the purpose of ingress, egress and public utilities over, under and across the following described property:

A thirty foot wide right of way following the centerline of the following described forestry management grade roads:

Beginning at the intersection of County Road 347 and Betty Road, lying in Section 33, Township 12 South, Range 13 East; thence Southeasterly along Betty Road to Mitchell Road; thence Northerly along Mitchell Road to its intersection with Camp Road; thence continuing Easterly along Mitchell Road from Section 33 and continuing Easterly into Section 34, Township 12 South, Range 13 East, to its intersection with Dragline Road; thence Northeasterly along Dragline Road to its intersection with the North line of the S $\frac{1}{2}$  of N $\frac{1}{2}$  of said Section 34 and end of easement.

# Tisdale Conservation Easement



Manatee  
Springs  
Addition  
CE

-  Wetland Protection & Property Boundary
-  Operation Area
-  SRWMD Existing CE

0 255 510  
F E E T



## Exhibit A Protected Property Area Tisdale CE



November 05, 2007

*NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of 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 LA&M at 1-386-362-1001. NC 1 FT. Imagery Levy 2006*

PM: TD  
GIS: GH



Rec. 129.00  
Dec. 988.40  

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1117.40

## MEMORANDUM

TO: Governing Board

FROM: A. Keith Rowell, P.S.M.

THRU: Steve Minnis, Business and Community Services

DATE: March 30, 2018

RE: Approval of Access Easement Relocation Request from Chris and Diana Topping, Lukens Tract, Levy County

### RECOMMENDATION

## **Staff requests Governing Board approval of a request to relocate a portion of an Easement for Ingress and Egress to the Lukens Tract in Levy County.**

### BACKGROUND

Together with the August 30, 2011 Lukens Tract purchase from the Andrews family the District was granted an easement for ingress, egress and utilities over certain properties owned by Dennis Andrews. On April 30, 2014, Chris and Diana Topping purchased 20 acres (the "Topping Property") from Mr. Andrews subject to that easement. A portion of the existing easement runs through the middle of the Topping Property.

The Toppings are requesting that the District relocate a portion of the easement to allow them more efficient use of the Topping Property. Staff has reviewed and supports the request subject to the following terms.

- That easement for ingress and egress will be relocated to the far north of the Topping Property as shown on the attached map. The Toppings will agree that the relocated easement for ingress and egress may be used by the public to access the District's property.
- Electrical lines are already in place on the existing easement. Therefore, the District's utility easement shall remain in its existing location. The District will agree that utility easement may not be used by the public. Of course, the District and the utility providers will continue to have the right to use the utility easement for the purposes of servicing the utility lines, etc. located thereon.
- A new road shall be constructed on the relocated ingress and egress easement. The new road will be constructed to the District's standards. The Toppings shall pay for the cost of the construction of the new road. Once the new road is constructed and accepted by the District, the new road will thereafter be maintained by the District at the District's expense.

- No permanent structures, i.e. gates, fences, posts shall be constructed in the relocated ingress and egress easement. The Toppings shall be required to place a fence on the Topping Property immediately to the south of the relocated ingress and egress easement.
- Neither party shall be allowed to park vehicles or place any obstruction (permanent or otherwise) in the relocated ingress and egress easement.

The Lands Committee reviewed the proposed easement relocation at the March 13, 2018 meeting and voted to forward a recommendation for approval to the Governing Board.

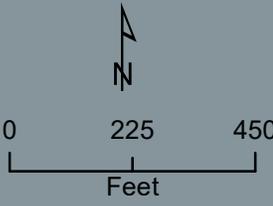
/kr  
Attachments



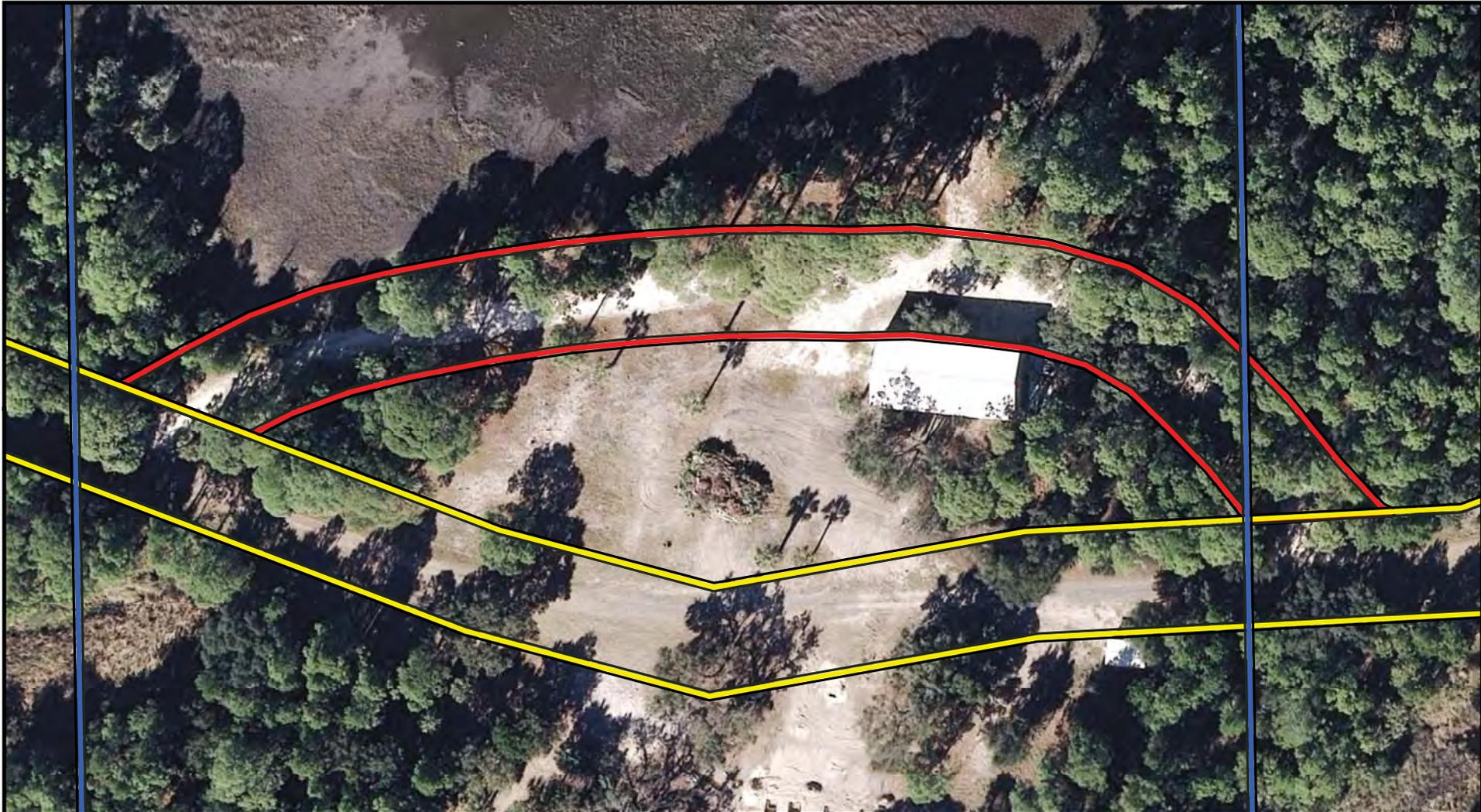


**Topping Access Easement  
Relocation Request  
Property Overview**

-  Andrews\_Ownership
-  Topping\_Ownership
-  Existing 60' Easement
-  Proposed 60' Easement
-  SRWMD Ownership

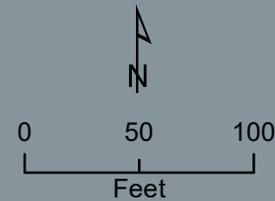


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 3/8/2018



### Topping Access Easement Relocation Request Easement Detail View

-  Topping\_Ownership
-  Existing 60' Easement
-  Proposed 60' Easement



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 3/9/2018

35.50  
- 13,648.60  
13,684.10

R

This instrument prepared by:  
Karen Pankow  
LEVY ABSTRACT & TITLE COMPANY  
Post Office Box 148  
Bronson, Florida 32621  
File #: T-25788  
Parcel Numbers:  
00338-000-00 (part); 00340-000-00;  
00345-001-00; 00345-002-00;  
00345-000-00

Instrument # 556244  
OR BK 1240 Pages 859-4pg(s)  
RECORDED 09/01/2011 at 09:24 AM  
Danny J. Shipp, Levy County Clerk, Florida  
Deed Doc: S13648.60  
DEPUTY CLERK MR

**WARRANTY DEED**

THIS INDENTURE, Made this 30th day of August, A. D. 2011, by

DENNIS E. ANDREWS, MILES D. ANDREWS and KELBY E. ANDREWS

whose mailing address is 1411 S. Main Street, Chiefland, Florida, 32626, hereinafter referred to as Grantors, and

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

which has a mailing address of 9225 CR 49, Live Oak, Florida 32060, hereinafter referred to as Grantee.

WITNESSETH: That said Grantors, for and in consideration of the sum of \$10.00 and other valuable consideration to said Grantors in hand paid by said Grantee, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Levy County, Florida, to-wit:

SEE SCHEDULE "A" ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE

SUBJECT TO: Restrictions, reservations, rights of way for public roads, and easements of record, if any; and zoning and any other governmental restrictions regulating the use of the lands.

Said property is not the homestead of any of the Grantors under the laws and constitution of the State of Florida in that none of the Grantors nor do any members of the household of Grantors reside thereon.

and said Grantors do hereby fully warrant the title to said lands and will defend the same against the lawful claims of all persons whomsoever.

Return to: Levy Abstract  
P.O. Box 148  
Bronson, FL 32621  
352-486-2116

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
1<sup>ST</sup> WITNESS SIGNATURE

[Signature] (L.S.)  
DENNIS E. ANDREWS

KAREN PANKOW  
1<sup>ST</sup> WITNESS PRINTED NAME

[Signature] (L.S.)  
MILES D. ANDREWS

[Signature]  
2<sup>ND</sup> WITNESS SIGNATURE

[Signature] (L.S.)  
KELBY E. ANDREWS

Skipper Henderson  
2<sup>ND</sup> WITNESS PRINTED NAME

STATE OF FLORIDA  
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 30th day of \_\_\_\_\_, A. D. 2011, by DENNIS E. ANDREWS, MILES D. ANDREWS and KELBY E. ANDREWS and I relied upon the following forms of identification of the above-named persons: (CHECK ONE):  
 personally known to me OR \_\_\_\_\_ produced \_\_\_\_\_ as identification. (Type of Identification)

Affix Notary Stamp/Seal



[Signature]  
NOTARY SIGNATURE

KAREN PANKOW  
NOTARY PRINTED NAME  
Commission Expiration Date:

SCHEDULE "A"  
(Page 1 of 2 page Schedule)

**PARCEL 1: (Parcel Acct. Nos. 00338-000-00; 00340-000-00)**

All of Section 16, Township 15 South, Range 13 East, Levy County, Florida, LESS the following:

1. Right of Way of State Road 24;
2. 12.78 acres shown as an exception in Deed Book 57, page 344;
3. NE 1/4 of SE 1/4;
4. NW 1/4 of SW 1/4 of NW 1/4;
5. West 1/2 of NW 1/4 of NW 1/4;
6. All that certain "C" shaped island, commonly known as "WHALE ISLAND" conveyed to J. David Wood by Deed dated 12/31/98 and recorded in O.R. Book 905, Page 600, Public Records of Levy County, Florida;
7. Parcels 15, 16, 17, 18, 19 and 20, as more particularly described in Warranty Deeds to A.D. Andrews, as Trustee of the Andy D. Andrews Revocable Living Trust dated November 16, 2006, recorded in O.R. Book 1181, Pages 960 and 964, Public Records of Levy County, Florida;
8. That part of NE 1/4 of NW 1/4 of NW 1/4 lying North of State Road 24.
9. The following described property:

Commence at the SW corner of the NW 1/4 of the SW 1/4 of Section 16, Township 15 South, Range 13 East, Levy County, Florida; thence Southerly along the West line of the Section, 330 feet; thence East 165 feet to the Point of Beginning; thence East 660 feet; thence North 1320 feet; thence West 660 feet; thence South 1320 feet to the Point of Beginning.

**PARCEL 2: (Parcel Acct. Nos. 00345-001-00; 00345-002-00)**

That part of the East 1/2 of Section 17, Township 15 South, Range 13 East, Levy County, Florida, being more particularly described as follows: Commence at an intersection of the East line of said Section 17 with the Southeasterly right of way line of State Road No. 24, Section 34070-2507 (100.0 foot right of way) for a point of beginning; from the said point of beginning proceed South 00°29'38" West along the said East line of Section 17, a distance of 1874.22 feet to the Northeast corner of that parcel previously described in O.R. Book 111, page 57, public records of said Levy County; thence North 89°20'32" West along the North line of the aforementioned description and along its Westerly prolongation, a distance of 668.81 feet to an intersection with the said Southeasterly right of way line at a point on a curve concave to the Northwest, having a radius of 8644.37 feet and a total central angle of 09°48'30"; thence Northeasterly along the said Southeasterly right of way line and along the arc of said curve, through an arc angle of 06°46'08", an arc distance of 1021.23 feet to the end of said curve; thence North 18°24'19" East, along the said Southeasterly right of way line, a distance of 941.95 feet to the beginning of a curve, concave to the Southeast, having a radius of 1095.92 feet and a total central angle of 35°41'30"; thence Northeasterly along the said Southeasterly right-of-way line and along the arc of the said curve, through an arc angle of 01°22'58", an arc distance of 26.45 feet to an intersection with the said East line of Section 17 and the said point of beginning.

**SCHEDULE "A" CONTINUATION**  
(Page 2 of 2 page Schedule)

PARCEL 3: (Parcel Acct. No. 00345-000-00)

That part of the Southeast 1/4 of Section 17, Township 15 South, Range 13 East, Levy County, Florida, being more particularly described as follows: Commence at the SE corner of the NE 1/4 of SE 1/4 of said Section 17 for a point of beginning; from the said point of beginning proceed North 89°40'12" West along the South line of the said NE 1/4 of SE 1/4 a distance of 500 feet; thence North 00°29'38" East, parallel to the East line of said SE 1/4, a distance of 1022.86 feet; thence South 89°20'32" East a distance of 500.00 feet to an intersection with the said East line of the SE 1/4; thence South 00°29'38" West, along said East line of the SE 1/4 a distance of 1020.0 feet to the said SE corner of the NE 1/4 of SE 1/4 to the said point of beginning.

TOGETHER WITH a 60-foot wide non-exclusive Easement for ingress, egress and utilities, as more particularly described in Grant of Easement from A.D. Andrews to Dennis E. Andrews, Miles D. Andrews and Kelby E. Andrews, dated 9/28/07 and recorded in O.R. Book 1095, Page 585, Public Records of Levy County, Florida.

RESERVING UNTO GRANTORS AND TOGETHER WITH UNTO GRANTEES a 60.00 foot wide easement for ingress, egress and utilities in Sections 16 & 17, Township 15 South, Range 13 East, Levy County, Florida, lying 30.00 feet on both sides of the following described centerline: Commence at the Northwest Corner of said Section 16, thence S 00°24'38" W along the west line of said Section 16, a distance of 2640.42 feet to the SW Corner of the NW ¼ of said Section 16; thence S 00°19'30" W along the said west line, 785.08 feet to the Point of Beginning of the said centerline; thence westerly along the said centerline through the following courses: N 77°07'25" W a distance of 134.93 feet; S 85°53'27" W a distance of 512.16 feet; N 89°35'23" W a distance of 147.67 feet; N 81°52'53" W a distance of 125.18 feet to the east right of way (R/W) line of Old State Road 24 now County Road SW 153 Street and the end of that part of the said 60.00 foot wide easement that lies in Section 17; thence returning to the Point of Beginning; thence easterly along the said centerline through the following courses: S 67°56'14" E a distance of 418.29 feet; S 73°51'06" E a distance of 133.66 feet; N 81°05'08" E a distance of 182.53 feet; N 88°10'07" E a distance of 249.43 feet; N 70°45'01" E a distance of 84.72 feet; S 83°44'23" E a distance of 170.47 feet; N 88°12'31" E a distance of 67.41 feet; N 73°54'05" E a distance of 70.98 feet; N 77°59'37" E a distance of 49.79 feet; S 81°35'18" E a distance of 72.46 feet; S 87°33'43" E a distance of 50.25 feet; N 76°59'44" E a distance of 122.63 feet to the end of the said centerline.



Prepared by and return to:  
Jeannie Hudson  
Levy Abstract & Title Company  
13 East Park Avenue  
Chiefland, Florida 32626  
File Number: T-26664

**R**

### General Warranty Deed

Made this April 30, 2014 A.D. By **DENNIS E. ANDREWS**, whose mailing address is: 1411 S. Main Street, Chiefland, FL 32626, hereinafter called the grantor, to **CHRISTOPHER M. TOPPING and DIANA L. TOPPING, husband and wife**, whose mailing address is: P.O. Box 664, Cedar Key, FL 32625, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Levy County, Florida, viz:

**See Attached Schedule "A"**

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Parcel ID Number: **00340-002-00**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2013.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

Jeannie Hudson  
Witness Printed Name Jeannie Hudson

Dennis E. Andrews (Seal)  
**DENNIS E. ANDREWS**  
Address: 1411 S. Main Street, Chiefland, FL 32626

Kenneth B. Karasek  
Witness Printed Name **KENNETH B. KARASEK**

**STATE OF FLORIDA  
COUNTY OF LEVY**

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by **DENNIS E. ANDREWS**, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Jennifer L. Hudson  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by and return to:  
 Jeannie Hudson  
 Levy Abstract & Title Company  
 13 East Park Avenue  
 Chiefland, Florida 32626  
 File Number: T-26664

### Schedule "A"

**Commence at the SW corner of the NW 1/4 of the SW 1/4 of Section 16, Township 15 South, Range 13 East, Levy County, Florida; thence Southerly along the West line of the Section, 330 feet; thence East 165 feet to the Point of Beginning; thence East 660 feet; thence North 1320 feet; thence West 660 feet; thence South 1320 feet to the Point of Beginning.**

**TOGETHER WITH a 60.00 foot wide easement for ingress, egress and utilities in Sections 16 & 17, Township 15 South, Range 13 East, Levy County, Florida, lying 30.00 feet on both sides of the following described centerline: Commence at the Northwest Corner of said Section 16, thence S 00°24'38" W along the west line of said Section 16, a distance of 2640.42 feet to the SW Corner of the NW ¼ of said Section 16; thence S 00°19'30" W along the said west line, 785.08 feet to the Point of Beginning of the said centerline; thence westerly along the said centerline through the following courses: N 77°07'25" W a distance of 134.93 feet; S 85°53'27" W a distance of 512.16 feet; N 89°35'23" W a distance of 147.67 feet; N 81°52'53" W a distance of 125.18 feet to the east right of way (R/W) line of Old State Road 24 now County Road SW 153 Street and the end of that part of the said 60.00 foot wide easement that lies in Section 17; thence returning to the Point of Beginning; thence easterly along the said centerline through the following courses: S 67°56'14" E a distance of 418.29 feet; S 73°51'06" E a distance of 133.66 feet; N 81°05'08" E a distance of 182.53 feet; N 88°10'07" E a distance of 249.43 feet; N 70°45'01" E a distance of 84.72 feet; S 83°44'23" E a distance of 170.47 feet; N 88°12'31" E a distance of 67.41 feet; N 73°54'05" E a distance of 70.98 feet; N 77°59'37" E a distance of 49.79 feet; S 81°35'18" E a distance of 72.46 feet; S 87°33'43" E a distance of 50.25 feet; N 76°59'44" E a distance of 122.63 feet to the end of the said centerline.**

MEMORANDUM

TO: Governing Board

FROM: A. Keith Rowell, P.S.M.

DATE: March 30, 2018

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 ongoing.
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. Appraisal updates expected Spring 2018.
Jerry Coker, Etal.	Lumber Camp Springs	37 +/-	Gilchrist	Title issue regarding access being resolved. Landowners evaluating access alternatives with Gilchrist County.
Chemours Tract	Chemours Bradford and Clay County	893	Bradford/Clay	Appraisal due April 30, 2018.
Tim Walker, Etal.	Tim Walker Conservation Easement	90 +/-	Lafayette	Appraisal to be ordered in May 2018.

**Authorized for Surplus**

Tract	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Price	Comments
Alligator Lake	43	Columbia	8/10/01	P2000	N/A	N/A	N/A	As-Builts received. Property to be conveyed to County upon review.
Falmouth North (8 lots)	6	Suwannee	4/98	WMLTF	8/27/10	N/A	Fee entire tract \$34,930	Appraisal to be updated in May 2018.
Timber River	1	Madison	3/98	WMLTF	8/5/10; Updated 7/30/14	N/A	Fee entire tract \$6,950	Appraisal to be updated in May 2018.
Turtle Spring Surplus Tract	32	Lafayette	5/13/15	Florida Forever	5/24/15	N/A	\$85,000 (\$67,000 for Acreage Parcel, & \$18,000 for Subdivision Lot)	Appraisal to be updated in May 2018.
Bay Creek	55	Columbia	2/01/1988	Save Our Rivers	N/A	N/A	TBD	Appraisal to be ordered in May 2018.
Branford Bend	50	Suwannee	6/30/2004	Florida Forever	N/A	N/A	TBD	Appraisal to be ordered in May 2018
RO Ranch West	570	Lafayette	7/27/06	Florida Forever Bonds	N/A	N/A	To be determined by appraisal	Appraisal to be ordered in May 2018.
Columbia County Surplus	78 +/-	Columbia	7/15	Enforcement Action	TBD	N/A	To be determined by appraisal	Title Commitment complete.

## MEMORANDUM

TO: Governing Board

FROM: Warren Zwanka, P.G., Division Director, Resource Management

DATE: March 30, 2018

RE: Approval of a Modification of Water Use Permit 2-047-221534-3, with a 0.1071 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing a Maximum 0.1941 mgd of Groundwater for Agricultural Use at the Lawton McCulley Farm in Hamilton County.

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-047-221534-3 with seventeen standard conditions and eight special limiting conditions to Terry McCulley, in Hamilton County.**

### BACKGROUND

This is a modification of an existing agricultural water use to receive a ten-year permit extension. This project consists of 345 controlled and 145 irrigated acres and is located eight miles southwest of Jennings in Hamilton County. Corn, soybeans, peas, rye, and pasture are irrigated using groundwater through two center pivots. Groundwater will also be used provide water for approximately 200 head of cattle. Supplemental irrigation models were used to determine the 0.1941 mgd 1-in-10-year drought allocation, a 0.1071 mgd decrease from the previous sequence.

All wells are 8-inches in diameter or greater (2 of 2) and will be monitoring though telemetry and electrical consumption. There have been no reports of interference or observed harm to water resources associated with previous withdrawals at this project; and there are no lower quality water sources available for use 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, 40B-8, and Emergency Rule 40BER17-01, Florida Administrative Code (F.A.C.). The application is complete and satisfies the conditions for issuance in Chapter 40B-2, F.A.C.

SW/tm

WATER USE TECHNICAL STAFF REPORT  
27-Feb-2018  
APPLICATION #: 2-047-221534-3

**Owner:** Terry McCulley  
4135 NW County Road 143  
Jennings, FL 32053-2809  
(386) 938-3557

**Applicant:** Terry McCulley  
4135 NW County Road 143  
Jennings, FL 32053-2809  
(386) 938-3557

**Agent:** Ryan McCulley  
3734 NW 34th St  
Jennings, FL 32053  
(386) 855-1643

**Compliance Contact:** Ryan McCulley  
3734 NW 34th St  
Jennings, FL 32053  
(386) 855-1643

**Project Name:** Lawton McCulley Farm  
**County:** Hamilton

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

**Authorization Statement:**

The permittee is authorized to withdraw a maximum of 0.1910 mgd of groundwater for supplemental irrigation of corn/rye, a maximum of 0.1707 mgd of groundwater for supplemental soybeans/rye, a maximum of 0.1151 mgd of groundwater for supplemental irrigation of peas/rye, or a maximum of 0.1040 mgd of groundwater for supplemental irrigation of pasture. The permittee is also authorized to withdraw a maximum 0.0030 mgd for livestock use.

**Recommendation:** Approval

**Reviewers:** Stefani Weeks; Nick Swain; 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)
0.1941	0.0000	-0.1071

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

**USE STATUS:** This is a modification of an existing agricultural use to receive a permit extension for voluntary implementation of automated monitoring of groundwater withdrawals.

**PROJECT DESCRIPTION:**

This project is located northwest of CR-143, along NW 29<sup>th</sup> Lane, and eight miles southwest of Jennings in Hamilton County; and consists of 345 controlled and 145 irrigated acres. Groundwater from two wells will be used to irrigate corn, soybeans, peas, rye, and pasture through a center pivot. Groundwater from two wells will also be used to provide water for approximately 200 head of cattle. The decrease from the previous sequence resulted from upgrading to a more efficient irrigation system.

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

**WATER USE CALCULATIONS:**

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

Soybeans grown from March 15 to October 1: 13.72 inches/year

Pasture grown as a perennial: 9.64 inches/ year

Peas grown from July 15 to November 1: 8.57 inches/ year

Rye grown from November 1 to March 1: 2.10 inches/ year

The livestock watering requirements were based on the industry standard 15 gallons per cow per day.

**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 and no reports of interference from previous groundwater withdrawals have been reported, 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 and industry standards 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 a new or retrofitted pivot system and maintaining it at an 80% distribution uniformity, using UF-IFAS and NRCS-approved irrigation scheduling methods, employing operational pump shutdown to prevent pump operation in the event of an irrigation system malfunction, planting cover crops in the winter, ensuring the end gun shuts off properly and only waters the target crop, 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 sources that are suitable for the purpose and that are technically, environmentally, and economically feasible are 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 foot at the project boundary. Additionally staff inspected project wetlands and determined that the water use is not expected to cause any harm to natural systems or the water resources of the area for the duration of the permit.

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

Yes. The proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to Chapters 62-42 and 40B-8, F.A.C.; and Emergency Rule 40BER17-01. Additionally, cumulative reductions in flow from the allocation were evaluated at the Outstanding Florida Springs (OFS) contained in the Emergency Rule and show no measurable changes in flow from the proposed withdrawal. No OFS has an estimated cumulative flow decline of 9.9%.

**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:** Lawton McCulley Farm

<b>Wells Detail</b>						
<b>District ID</b>	<b>Station Name</b>	<b>Casing Diameter (inches)</b>	<b>Capacity (GPM)</b>	<b>Source Name</b>	<b>Status</b>	<b>Use Type</b>
133249	Well 1	12	---	FAS - Upper Floridan Aquifer	Active	Agricultural
133371	Well 2	10	---	FAS - Upper Floridan Aquifer	Active	Agricultural

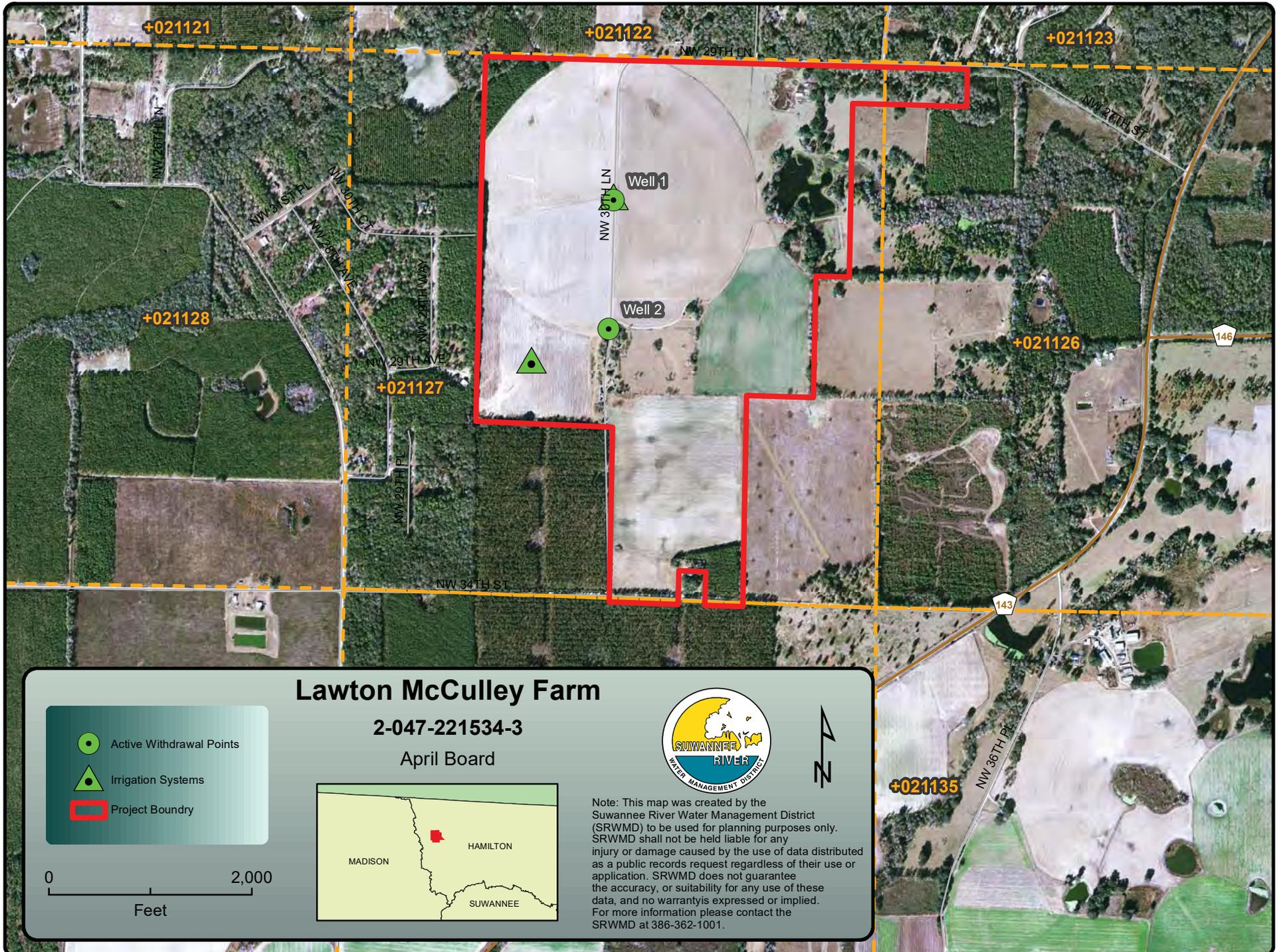
**Conditions**

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 **4/10/2028**. 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 **(2-047-221534-3)**
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's water use shall be consistent with the MFL prevention or recovery strategy developed for any water body from which this permitted water use directly or indirectly withdraws or diverts water, pursuant to subsection 40B-2.301(2)(h), F.A.C.
21. 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.

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 fertigrating and no less than two backflow prevention devices when chemigrating 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 0.1910 mgd of groundwater for supplemental irrigation of corn/rye, a maximum of 0.1707 mgd of groundwater for supplemental soybeans/rye, a maximum of 0.1151 mgd of groundwater for supplemental irrigation of peas/rye, or a maximum of 0.1040 mgd of groundwater for supplemental irrigation of pasture. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
25. The permittee is authorized to withdraw a maximum 0.0030 mgd for livestock watering. Daily allocations are calculated on an average annual basis.



# Lawton McCulley Farm

2-047-221534-3

April Board



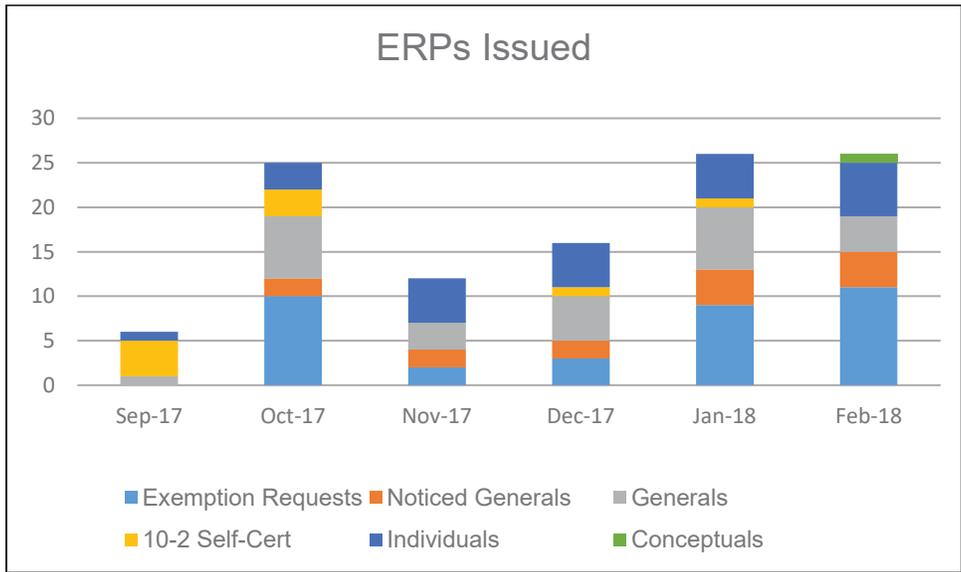
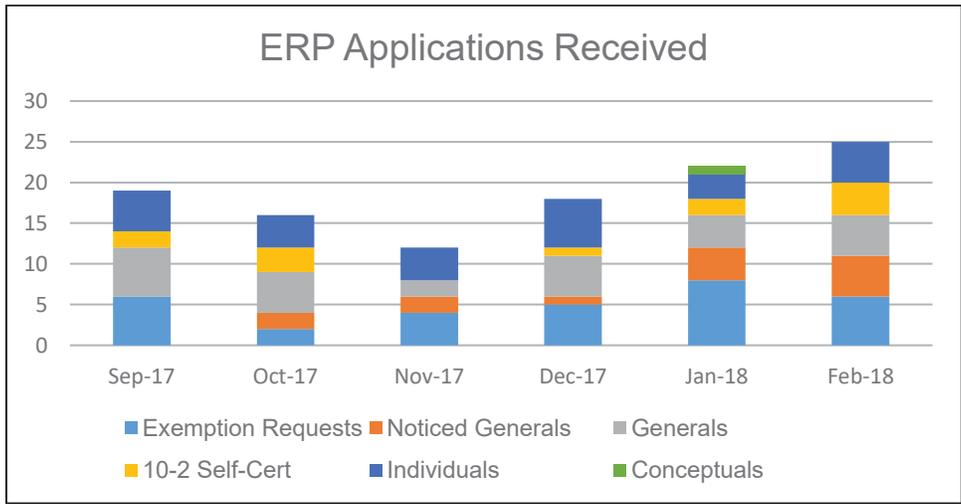
-  Active Withdrawal Points
-  Irrigation Systems
-  Project Boundary

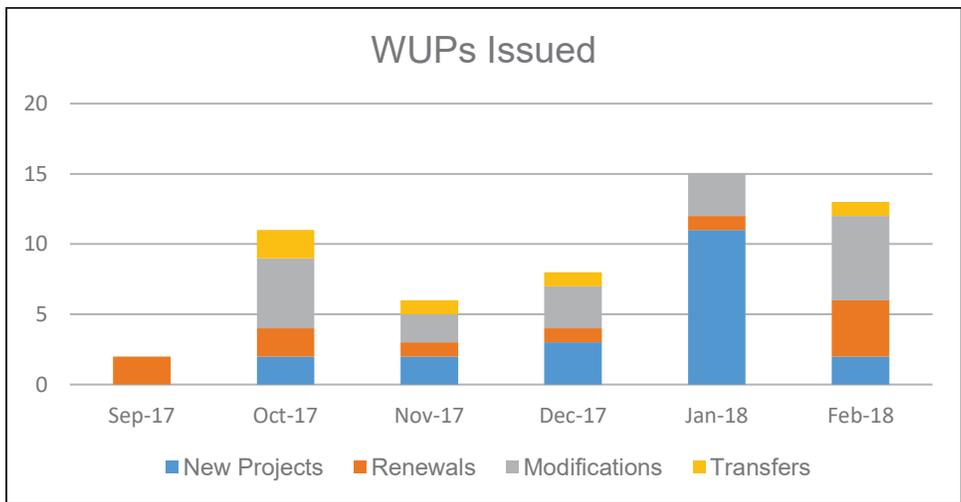
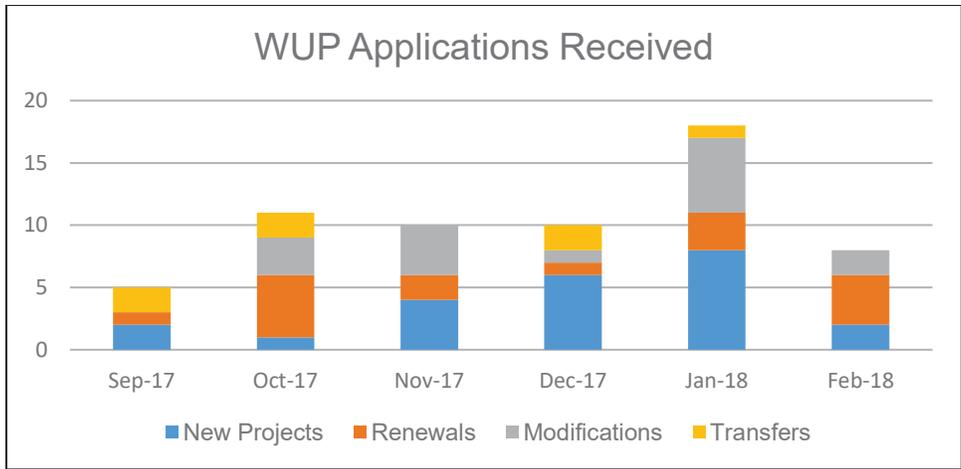


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee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

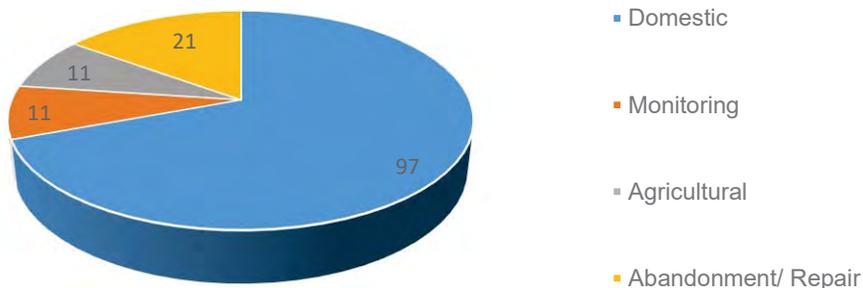
MEMORANDUM

TO: Governing Board  
FROM: Warren Zwanka, P.G., Division Director, Resource Management  
DATE: March 30, 2018  
RE: Permitting Summary Report





### Water Well Permits Issued Feb-18



**40B-4 (FEMA Map Amendments)  
ERP/ Works of the District Permits**

GB Rule Dev. Auth.	1/9/2018
Notice of Rule Dev.	2/16/2018
GB Proposed Rule Auth.	1/9/2018
Send to JAPC/OFARR	2/8/2018
Notice of Proposed Rule	2/26/2018
Notice of Rule Change	n/a
Mail to DOS	
Effective Date	

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

GB Rule Dev. Auth.	1/9/2018
Notice of Rule Dev.	2/16/2018
GB Proposed Rule Auth.	1/9/2018
Send to JAPC/OFARR	2/8/2018
Notice of Proposed Rule	2/26/2018
Notice of Rule Change	n/a
Mail to DOS	
Effective Date	

**40B-3 (Amendments)  
Water Well Permitting**

GB Rule Dev. Auth.	10/10/2017
Notice of Rule Dev.	
GB Proposed Rule Auth.	10/10/2017
Send to JAPC/OFARR	
Notice of Proposed Rule	
Notice of Rule Change	
Mail to DOS	
Effective Date	

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

MEMORANDUM

TO: Governing Board  
FROM: Tom Mirti, Deputy Executive Director, Division of Water and Land Resources  
DATE: March 31, 2018  
RE: Request to Increase Fiscal Year 2018 Prescribed Fire Services Funding Amount

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to increase the authorized Fiscal Year 2018 Prescribed Fire funding amount, from \$488,000 to \$513,000 to allow revise prescribed fire work with the Florida Forest Service be applied to prescribed fire work with approved District contractors.**

BACKGROUND

At the August 2017 Governing Board meeting, the Board approved the renewal of the Cooperative Agreement with Florida Forest Service (FFS) to conduct prescribed fire services on District lands being managed by the FFS for Fiscal Year (FY) 2018 in the amount of \$25,000. The FFS recently has informed District staff that they will not be able to complete the planned FY 2018 prescribed fire activities due to workforce shortfalls. Also at the August 2017 Governing Board meeting, the Board approved the renewal of contracts for Prescribed Fire Services with the firms listed in Table 1 for a total amount not to exceed \$488,000.

Table 1. Request for Proposals 15/16-013 AO Respondents

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

In order to continue to accomplish prescribed fire goals for the year, staff recommends the Governing Board authorize the Executive Director to increase the FY 2018 Prescribed Fire Services funding authorization for contractual services from \$488,000 to \$513,000. Funding for these activities has been budgeted in account codes 13-2-586-3-3100-04-01 (contractual) and 13-6-930-3-3100-04-02 (FFS).

SG/pf

MEMORANDUM

TO: Governing Board  
FROM: Tom Mirti, Deputy Executive Director, Division of Water and Land Resources  
DATE: March 31, 2018  
SUBJECT: District Land Management & Twin River State Forest (TRSF) Activity Summary

Land Management staff is preparing for the Land Management Review Team to be held on April 3, 2018.

District contractors started annual boundary painting projects.

Staff have been working on the "Important Notices" page on the District website to better inform citizens of prescribed burn notices and tract closures.

Staff assisted the Florida Trail Association with installation of Florida Trail kiosk panels on District lands in the White Springs area.

Nine culverts have been installed by District contractors as part of hydrologic improvements on the Steinhatchee Springs tract.

Edwin McCook met with Ivor Kincaid of the Alachua Conservation Trust, and Mark Gluckman to discuss the vision for the Rock Bluff tract. The Rock Bluff house renovations are complete and the Gilchrist County Deputy Sheriff has moved into the Rock Bluff house.

The conservation easement inspections on Deep Creek Plantation and the Gainesville Wellfield have been completed.

Land Management staff assisted the Communications Office with videotaping at springs as part of the Florida Springs Initiative.

Mechanical site preparation work (push, rake, pile and burn) at Mill Creek South tract is continuing on 400+ acres.

Nearly 900 pounds of garbage were collected from Twin Rivers State Forest (TRSF) and hauled to the Hamilton County landfill.

The cruising and draft Invitation to Bid (ITB) for the prospective Black Tract #5 timber sale was completed. The ITB is for a thinning of 24-year-old longleaf pine (62 acres) and clear-cut of 32-year-old slash pine (18 acres) on the Black Tract.

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 Vegetation Management Projects:**

**During the report period, approximately 13 additional acres were mowed on the Ruth Springs tract in Lafayette County.**  
This work was done for fuel reduction and natural community restoration purposes.

FY 2018 Activity Table - Vegetation Management (Through - 3/12/2018)

Fiscal Year	Tract/ Project Area	Herbicide (Acres/Miles)		Roller Chop (Acres)		Ditch Mow (Miles)		Woods Mow (Acres)	
		Planned	Complete	Planned	Complete	Planned	Complete	Planned	Complete
2018									
	Mattair Springs	373	0	0	0	0	0	0	0
	Mallory Swamp	192	28	1,500	190	0	0	0	0
	Steinhatchee Springs	0	0	0	0	24	24	0	0
	Ruth Springs	0	0	0	0	0	0	46	46
	Little Shoals	0	0	0	0	0	0	41	41

**District Prescribed Fire Program:**

- Contractors conducting prescribed burns on Suwannee River Water Management District (District) lands this year include B&B Dugger (B&B), Natural Resource Planning Services (NRPS), 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.
- The following table provides information on the Prescribed Burn Program through March 12, 2018. **3,196 additional acres were burned during the report period.**

**Summary Table FY 2018**

	<b>2018 Target Acres</b>	<b>Acres Complete</b>
SRWMD	13,000	8,890
FFS TRSF	2,000	3,576
<b>TOTAL</b>	<b>15,000</b>	<b>12,466</b>

**FY 2018 Activity Table (Through - 3/12/2018)**

TRACT	COUNTY							Total Acres	Total Wildfire Acres
		B&B	NRPS	WFS	SRS	FFS COOP	FFS TRSF		
Mallory Swamp	Lafayette			538					
Peacock Slough	Suwannee	460							
Little River	Suwannee			274					
Steinhatchee Springs	Lafayette	428							
Steinhatchee Rise	Dixie	282							
Woods Ferry	Columbia		100						
Devils Hammock	Levy	304							
Anderson	Suwannee						145		
Ellaville	Madison						234		
Sullivan	Madison						118		
Westwood East	Hamilton						313		
<i>Sub-total for Period</i>		1,474	100	812	0	0	810	3,196	0.00
<i>Previous Acres Burned</i>		3,171	793	1,649	891	0	2,766		0.00
<b>Total Acres</b>		<b>4,645</b>	<b>893</b>	<b>2,461</b>	<b>891</b>	<b>0</b>	<b>3,576</b>	<b>12,466</b>	<b>0.00</b>

### District Invasive Plant Management Program:

Since the beginning of FY 2018, fifty-four (54) invasive plant infestations have been monitored and thirty-five (35) have been treated with herbicides. **No additional infestations were monitored/treated during the report period.**

### District Timber Sales

- White Springs #1: Harvesting is complete. Sale will be finalized after roads are repaired by the buyer.
- Troy Springs Addition #1: Harvesting began January 29, and paused on February 16<sup>th</sup>.
- Osteen Tract Salvage: A southern pine beetle infestation from last year was found by staff on February 27. An amendment to an existing contract was made to expedite a salvage harvest. Harvesting began on March 6<sup>th</sup> on approximately 10 acres.

Sale	Contract	Acres	Tons Harvested	Revenue	Status	Contract End Date
Steinhatchee Springs #17 (Osteen amendment)	16/17-085	303 10			Harvest Active	December 20, 2018
Steinhatchee Springs #18	16/17-086	208			Harvest Inactive	December 20, 2018
Stephen Foster #1	16/17-226	376	11,011	\$193,595.91	Harvest Inactive	June 20, 2018
White Springs #1	16/17-228	94	7,313	\$125,181.66	Harvesting Complete	June 19, 2018
Ellaville #15	17/18-026	256			Harvest Inactive	November 30, 2018
Sante Fe River Ranch #1	17/18-038	35			Harvest Inactive	November 30, 2018
Troy Springs Addition #1	17/18-140	76			Harvest Active	March 30, 2018

### District Conservation Easement Monitoring

- Completed field inspection for Weyerhaeuser Gainesville Wellfield Conservation Easement.
- Completed field inspection for Deep Creek Conservation Easement.
- Scheduled inspection for TSE Plantation Conservation Easement.
- Scheduled inspection for Tisdale Conservation Easement.

## MEMORANDUM

TO: Governing Board

FROM: Tom Mirti, Deputy Executive Director, Division of Water and Land Resources

DATE: March 31, 2018

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 605 (115.4 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 292 (53.2 MGD) telemetry (only) systems installed by the District for this purpose. There are another 42 telemetry systems installed at electric use monitoring sites in order to QA the monthly power consumption records, for a total of 334 telemetry systems installed.

Some withdrawal points have very limited use and are monitored by individual site visits. There are currently 342 (25.6 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 1,543 (226.1 MGD) irrigation wells which include a water use monitoring condition, of which 1,264 (197.8 MGD) wells are active, i.e., the wells have been drilled already. Of the 1,264 active wells, 1,242 (194.6 MGD) are being monitored as of March 23, roughly 98.3% of existing active wells (98.4% of allocation) with water use permit monitoring conditions.

Of the remaining estimated 22 (3.4 MGD) active stations that currently will require water use monitoring, one (0.1 MGD) is a diesel- or gas-powered system requiring District telemetry, 20 (2.9 MGD) are electric systems, and one (0.2 MGD) system still requires identification. There are 267 (28.1 MGD) proposed stations (that is, the wells are yet to be drilled); 60 (4.1 MGD) are expected to be diesel or gas, 149 (18.6 MGD) are expected to be electric, and 58 (5.3 MGD) are yet to be determined.

TM/pf

## MEMORANDUM

TO: Governing Board  
FROM: Darrell Smith, Assistant Executive Director  
DATE: March 30, 2018  
RE: Approval to Enter into Contract with Land Dairy for the Construction of the Irrigation Component of the Groundwater Capture and Treatment System

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into a contract with Land Dairy, Inc., to construct the irrigation component of the groundwater nutrient removal project as part of the District Agricultural Cost-Share Program.**

### BACKGROUND

On February 13, 2018, the Governing Board approved the Executive Director to enter into a contract with Soil and Water Engineering Technology, Inc. (SWET) to construct a groundwater nutrient treatment removal project at Land Dairy in Lafayette County. Funds for this project were provided through a 2015 Springs Grant from the Florida Department of Environmental Protection (FDEP) covering the total construction costs of \$199,000 and The Florida Department of Agriculture and Consumer Services (FDACS) will contribute \$50,000 for post-construction monitoring of the project. The project approved at the February meeting authorized the construction of six shallow interceptor wells that will supply a steady flow of groundwater to a bioreactor pond filled with a carbon source, typically wood chips. The interceptor wells will alternate pumping groundwater one at a time through the bioreactor. Under these conditions, naturally occurring bacteria in combination with the carbon source will remove nitrate-nitrogen from the groundwater and convert it to harmless nitrogen gas released to the atmosphere. The approved project is estimated to remove 15,000 pounds on nitrate nitrogen per year.

As part of the project approved at the February 2018 Board Meeting, Land Dairy will incorporate an irrigation component to the groundwater capture and treatment system. They will construct a holding pond to store nitrate laden groundwater to be used in lieu of groundwater by two center pivot irrigation systems. The irrigation component of this treatment system will consist of a pipeline to deliver pumped groundwater from the six interceptor wells to the irrigation storage pond, plastic lined irrigation storage pond, irrigation pump station, pipelines to two existing center pivot irrigation systems, pump power supply, and irrigation pump control.

This equipment, once constructed and installed, will work together to achieve multiple benefits to the environment and the producer. These benefits include creating more storage capacity for higher nitrate groundwater and to allow for the utilization of the nitrate groundwater through irrigation on Land Dairy to offset inorganic fertilizer inputs. Creating more storage capacity for

captured high nitrate groundwater will ultimately allow for better utilization of the interceptor wells because they will be able to capture more nitrate laden groundwater. Using the nitrate laden groundwater for irrigational purposes and taking into account at least a 10-ppm concentration of nitrogen in the recovered water Land Dairy is estimated to offset 10,595 pounds of nitrogen fertilizer application per year in addition to the 15,000 pounds removed by the bioreactor. This would equate to about 53 pounds of nitrogen per acre per year on 200 irrigated acres.

The total project cost is \$383,900 (see Exhibit A). The project proposal is for the District to contribute \$92,900 through the Agricultural Cost-Share Program, FDEP will contribute \$167,000, and Land Dairy will contribute \$124,000 through operation and maintenance costs over a 10-year life of the project. The project partners cost breakdown is provided in Exhibit B.

Funding for this project is included in the Fiscal Year 2018 budget under account codes 06-2586-2-2201-29-03 and 51-2586-7-2400-06-07.

**Exhibit A**

<b>TASK</b>	<b>SERVICE PROVIDED</b>	<b>COST</b>
1	Land Dairy Plumbing to Irrigation Storage Pond	\$29,900
2	Land Dairy Irrigation Storage Pond	\$125,750
3	Land Dairy Irrigation Pump Station and Piping Interconnection to Center Pivot Irrigation Systems	\$109,250
4	O&M Costs over ten years	\$124,000
	<b>Project Total</b>	<b>\$383,900</b>

**Exhibit B**

<b>Project Partner</b>	<b>Contribution</b>
SRWMD	\$92,900
FDEP	\$167,000
Land Dairy	\$124,000
<b>Total</b>	<b>\$383,900</b>

JG/rl

## MEMORANDUM

TO: Governing Board

FROM: Darrell Smith, Assistant Executive Director

DATE: March 30, 2018

RE: Approval to Submit Springs Funding Applications to the Florida Department of Environmental Protection for Review and Approval for Fiscal Year 2018

### RECOMMENDATION

## **Staff recommends the Governing Board authorize the Executive Director to submit seventeen Springs project applications to the Florida Department of Environmental Protection for Springs Restoration Funding**

### BACKGROUND

On March 16, 2018, Governor Scott signed the “Securing Florida’s Future budget which allocates from the General Appropriations Act for Fiscal Year (FY) 2018-2019 \$50,000,000 for springs protection and restoration to the Florida Department of Environmental Protection (FDEP). The funding appropriated is contingent upon FDEP submitting a project plan to the Legislative Budget Commission. The project plan must prioritize “springs projects that best represents all geographic regions of the state to protect the quality and quantity of water that flows from springs”. This funding will be distributed among the four water management districts that have springs within their jurisdictional boundaries.

In order to identify springs projects that restore and protect these unique natural resources, the District solicited applications for consideration on the online project portal, located on the District website, through January 16, 2018 for the 2018 Springs funding cycle. Staff is recommending submitting seventeen projects for a total cost of the \$28,953,672 to Department for review and approval. Staff project recommendations are consistent with the FDEP guidance on springs project funding.

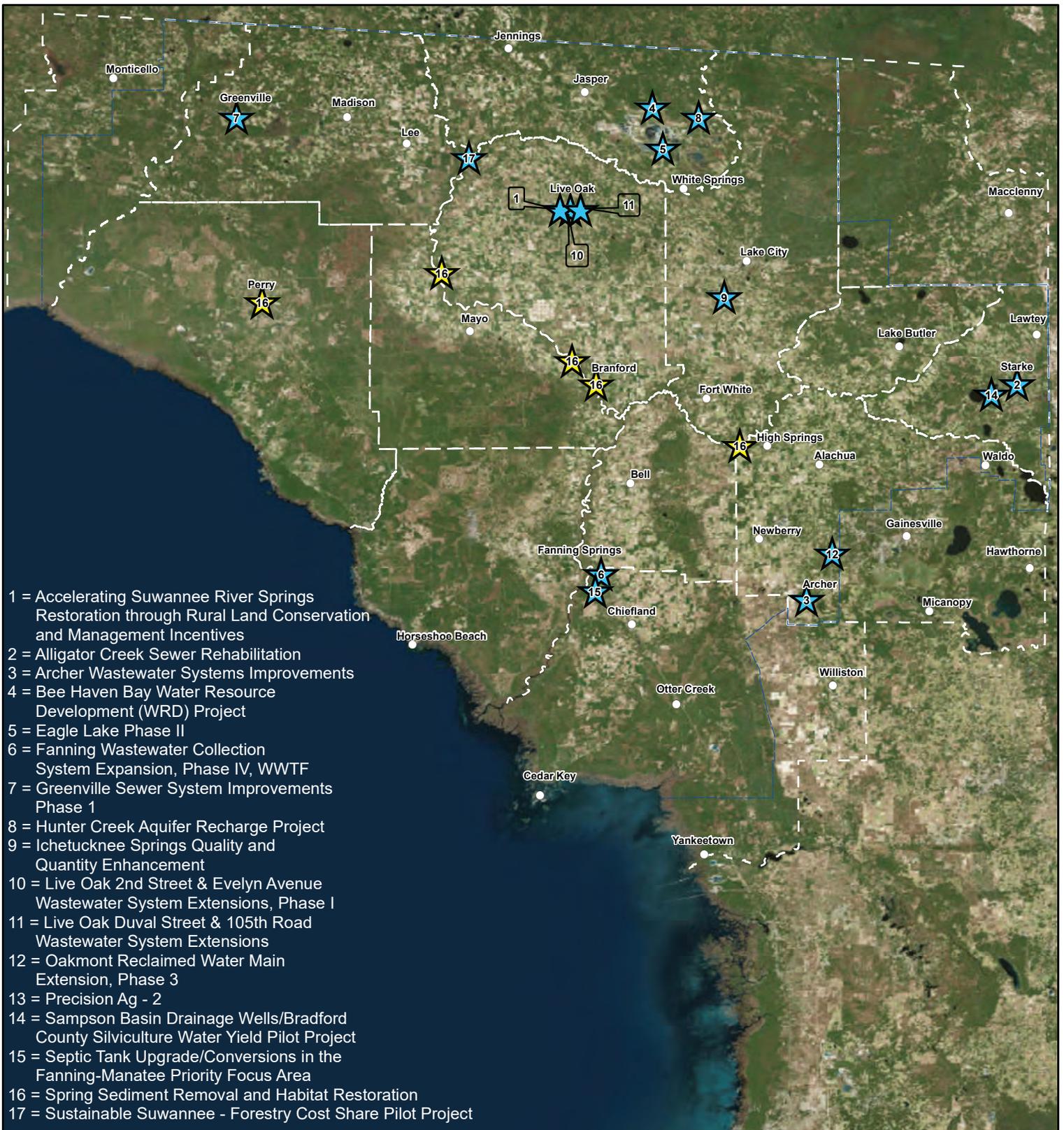
As in previous years, the number of applications received and the funding requested demonstrates the scope of the funding needs for projects that will replace and improve aging infrastructure, improve water quality and protect natural resources which ultimately affect our springs. Many communities, particularly within rural counties, struggle to identify the financial resources needed to retrofit and update aging infrastructure.

Attached is a list of the proposed projects and proposed funding amounts, which District staff have reviewed that are recommended for submittal to the FDEP for Springs restoration funding consideration. There is also a map that shows the recommended project locations and a brief description of the proposed project submittals for the FY 2018 Springs Project Funding Program.

PW/rl  
Attachments

**SPRINGS FUNDING**

Project	Cooperator	Project Type	Funding Request	Total Cost
Precision Ag - 2	SRWMD	Agricultural BMP	\$3,000,000	\$4,000,000
Ichetucknee Springs Quality and Quantity Enhancement	Lake City	Wastewater Collection & Treatment	\$1,800,000	\$1,850,000
Bradford County Drainage & Recharge Project	SRWMD/Rayonier	Hydrologic Restoration, Flood Protection	\$3,000,000	\$3,000,000
Bee Haven Bay Water Resource Development (WRD) Project	SRWMD, Nutrien	Stormwater	\$370,000	\$370,000
Sustainable Suwannee - Forestry Cost Share Pilot Project	SRWMD	Water Conservation	\$500,000	\$500,000
Septic Tank Upgrade/Conversions in the Fanning-Manatee Priority Focus Area	SRWMD	Wastewater Collection & Treatment	\$1,000,000	\$1,000,000
Spring Sediment Removal and Habitat Restoration	Alachua County, Town of Branford, City of Perry, Lafayette County, Suwannee County	Springs Restoration & Protection	\$1,390,172	\$1,535,672
Fanning Wastewater Collection System Expansion, Phase IV, WWTF	Fanning Springs	Wastewater Collection & Treatment	\$3,000,000	\$15,000,000
Greenville Sewer System Improvements Phase 1	Greenville	Wastewater Collection & Treatment	\$2,700,000	\$2,700,000
Eagle Lake Phase II	SRWMD, Nutrien	Hydrologic Restoration	\$650,000	\$650,000
Archer Wastewater Systems Improvements Project, Phase 1 - Springs	Archer	Wastewater Collection & Treatment	\$4,500,000	\$8,125,710
Alligator Creek Sewer Rehabilitation	Starke	Wastewater Collection & Treatment	\$500,000	\$500,000
Oakmont Reclaimed Water Main Extension, Phase 3	Gainesville Regional Utilities	Reuse	\$352,500	\$705,000
Accelerating Suwannee River Springs Restoration through Rural Land Conservation and Management Incentives	Stetson University Institute for Water and Environmental Resilience (in-kind), Alachua Conservation Trust (in-kind)	Agricultural BMP	\$2,600,000	\$2,600,000
2nd Street & Evelyn Avenue Wastewater System Extensions, Phase I	Live Oak	Wastewater Collection & Treatment	\$1,249,000	\$1,285,000
Duval Street & 105th Road Wastewater System Extensions	Live Oak	Wastewater Collection & Treatment	\$1,692,000	\$1,730,000
Hunter Creek Aquifer Recharge Project	SRWMD, Nutrien	Hydrologic Restoration	\$650,000	\$650,000
<b>TOTALS</b>			\$28,953,672	\$46,201,382



- 1 = Accelerating Suwannee River Springs Restoration through Rural Land Conservation and Management Incentives
- 2 = Alligator Creek Sewer Rehabilitation
- 3 = Archer Wastewater Systems Improvements
- 4 = Bee Haven Bay Water Resource Development (WRD) Project
- 5 = Eagle Lake Phase II
- 6 = Fanning Wastewater Collection System Expansion, Phase IV, WWTF
- 7 = Greenville Sewer System Improvements Phase 1
- 8 = Hunter Creek Aquifer Recharge Project
- 9 = Ichetucknee Springs Quality and Quantity Enhancement
- 10 = Live Oak 2nd Street & Evelyn Avenue Wastewater System Extensions, Phase I
- 11 = Live Oak Duval Street & 105th Road Wastewater System Extensions
- 12 = Oakmont Reclaimed Water Main Extension, Phase 3
- 13 = Precision Ag - 2
- 14 = Sampson Basin Drainage Wells/Bradford County Silviculture Water Yield Pilot Project
- 15 = Septic Tank Upgrade/Conversions in the Fanning-Manatee Priority Focus Area
- 16 = Spring Sediment Removal and Habitat Restoration
- 17 = Sustainable Suwannee - Forestry Cost Share Pilot Project

**2018 Final Project List**

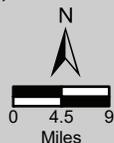
Project Locations

Springs Restoration Project (16)

City

\* (Precision Ag. is a District wide project)

**FDEP Springs Project 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 on 3/26/2018

MEMORANDUM

TO: Governing Board  
FROM: Darrell Smith, Assistant Executive Director  
DATE: March 30, 2018  
RE: Ranking and Authorization for the Executive Director to Execute a Contract for Services for the Upper Suwannee River Regional Aquifer Recharge Project

RECOMMENDATION

**Staff recommends the Governing Board approve the Ranking and authorize the Executive Director to execute a contract with the top ranked firm for the Upper Suwannee River Regional Aquifer Recharge Project for an amount not to exceed \$250,000.**

BACKGROUND

The District received \$2,500,000 in Springs funding from the Florida Department of Environmental Protection to construct at least four aquifer recharge wells in August 2017. This project is intended to build recharge facilities in the Upper Suwannee Basin that will capture flows from tributary streams during high flow events and put this water into the aquifer. Estimated recharge from these wells to the Upper Florida Aquifer is approximately 4MGD.

Staff has been working internally and with St. Johns River Water Management District staff to refine estimates and locations of the sites from the original proposal that was submitted during the public comment period for the North Florida Regional Water Supply Plan. The project is now ready to move forward with a qualified engineering firm to finalize siting and engineering design and permitting for the recharge wells and associated conveyances.

The staff committee selected the following firms from the engineering firms already under contract to the District. Emphasis was placed on firms that had background in design, permitting and construction oversight of aquifer recharge facilities. A background in MFL development was also desired since the Upper Suwannee MFL is under development.

The ranking is below:

1	HSW Engineering, Inc.	Tampa
2	Atkins North America, Inc	Tampa
3	Tetra Tech	Stuart

Staff also requests authority to go to the next ranked firm if unsuccessful in executing a contract with the firm. Funds are included in Fiscal Year 2018 Budget in budget code 06-2586-7-2201-33-02.

RH/rl

MEMORANDUM

TO: Governing Board  
FROM: Darrell Smith, Assistant Executive Director  
DATE: March 30, 2018  
RE: Approval to Enter into Agreements with Two Agricultural Producers to Implement Low Input Rotations in Selected Locations

RECOMMENDATION

**Staff recommends the Governing Board approve the Executive Director to enter into individual contracts with two agricultural producers to implement low input rotations in selected locations for ten years and/or to negotiate a permanent easement with producers.**

BACKGROUND

At the September 13, 2016, Governing Board Meeting, the Board approved the District to enter into a contract with the Florida Department of Environmental Protection (FDEP) to receive \$5,000,000 in springs funding for the Suwannee Low Input Agriculture Pilot Project. Under this program, agriculture producers were invited to submit proposals to implement lower input rotations in their operations that will cost effectively reduce nutrients (nitrogen) in groundwater that contributes to spring flow.

Lower input rotations include converting to silviculture, bahiagrass, or a sod based rotation using bahiagrass.

The District has received 22 applications for this program. The program is limited to 200 acres per producer. Based on the evaluation criteria, two applicants are being recommended for incentive funding, with additional recommendations at future meetings. It is estimated that 275,740 pounds of nitrogen loading to the groundwater will be reduced across 350 acres (\$2.48 / pound of N), as well as 881 million gallons of water conserved (\$0.77 / thousand gallon), over ten years. Should the selected producers be amenable, staff will initiate negotiations for a permanent easement on the aforementioned property.

The total cost of the two projects for a ten-year agreement is estimated at \$682,500. The FDEP Springs Funding will contribute \$682,500 or 100% of the projects costs. See Exhibit A for a detail project cost and environmental benefit breakdown.

Funding for this program is included in the FY 2018 budget under account code 06-2586-7-2400-06-03.

**Exhibit A**

<b>Applicant</b>	<b>Springs Grant Amounts For a 10 Year Agreement</b>	<b>Acres</b>	<b>Benefit Pounds N to Groundwater Reduced &amp; Million Gallons Conserved</b>
Michael Tice	\$390,000	200	52,000 Pounds of N & 592 Million Gallons
Kevin Jackson	\$292,500	150	223,740 Pounds of N & 289 Million Gallons
<b>TOTAL</b>	<b>\$682,500</b>	<b>350</b>	<b>275,740 Pounds of N &amp; 881 Million Gallons</b>

BHG/rl

MEMORANDUM

TO: Governing Board  
FROM: Hugh Thomas, Executive Director  
DATE: March 30, 2018  
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.

HT/rl  
Attachments



## Weekly Activity Report to Governing Board for February 18 - 24, 2018

### Executive / Management

- Hugh Thomas presented at the Senate Environmental Preservation and Conservation Committee confirmation hearing in Tallahassee.
- Steve Minnis attended Week 7 of the 2018 Legislative Session in Tallahassee.

### Administrative and Operations

- The Finance Team participated in a strategic planning meeting lead by Katelyn Potter and Joel Carnow.
- Bill McKinstry completed natural community mapping of the Ware Forest Tract.
- Edwin McCook met with Ivor Kincaid with Alachua Conservation Trust, and Mark Gluck to review Mark's vision for Rock Bluff tract.

### Water Resources

- Tom Mirti and Patrick Webster attended the City of Starke Commission meeting in Starke to present progress on Edwards Bottomlands Project.
- Tom Mirti, Patrick Webster, Warren Zwanka, and Leroy Marshall held a coordination meeting with Lt. Raymond Shuford, Bradford County Emergency Management Director and other Bradford County staff concerning Sampson River clean out RIVER grant.

### Water Supply

- David Christian attended the Florida Boating Infrastructure Grant Program meeting in Gainesville. Staff from the Florida Fish and Wildlife Conservation Commission presented information on grant opportunities related to boating, from both state and federal sources.

### Resource Management

- Warren Zwanka and Stefani Weeks met with a member of the Springs Institute to discuss the WUP program and water use reporting.
- Mary Diaz and Chrissy Carr attended the Turkey Creek HOA meeting in Alachua to discuss flooding issues.
- Leroy Marshall and Ashley Stefanik attended a FEMA contractor meeting via phone.
- SRWMD hosted an inter-district Water Well Permitting E-Reg module development meeting.
- Stefani Weeks attended an Interagency Ag Team meeting held at the District.

### **Agriculture and Environmental Projects**

- Justin Garland and Ben Glass attended the Suwannee River Partnership Breakfast Meeting in Lake City.
- Ben Glass attended the Nature Coast Regional Water Authority Meeting in Fanning Springs.
- Ben Glass, Marc Minno, and Nick Swain attended the UF IFAS North Florida Research and Education Center Precision Agriculture Field Day.
- Ben Glass attended the North Florida Regional Planning Council meeting in Lake City.

### **Communications**

- Met with FDEP, NFWFMD, SJRWMD and SWFWMD to plan for Statewide Springs Campaign.
- Judged local 4-H public speaking and demonstration contest.

### **Announcements for the week of March 4 - 10.**

- No announcements.



## Weekly Activity Report to Governing Board for Feb. 25 – March 3, 2018

### Executive / Management

- Hugh Thomas presented at the Senate Ethics and Elections Committee confirmation hearing in Tallahassee.

### Legislative and Community Affairs

- Steve Minnis attended Week 8 of the 2018 Legislative Session in Tallahassee.
- Steve Minnis and Keith Rowell met with NFWMD staff regarding small municipal utility assistance needs in Havana.
- Ben Glass attended the Hamilton County BOCC Meeting regarding the Water Conservation Proclamation.

### Finance

- Gwen Lord attended Certified Contract Negotiator Training in Tallahassee.

### Land Management

- The Rock Bluff house renovations were completed.
- District contractors conducted prescribed burns on the Woods Ferry and Peacock Slough.

### Resource Management

- Leroy Marshall attended a meeting with the ACOE and FDEP to discuss the ERP operating agreement.

### Water Resources

- No reporting activity.

### Minimum Flows and Minimum Levels

- John Good spoke to the Live Oak Lion's Club on water planning, projects, and MFLs.
- John Good and Dave Christian attended a state-wide MFL meeting at Weeki Wachee Springs State Park called by the FDEP Office of Water Policy.
- John Good, Dave Christian, and Greg Trotter participated in a Webinar facilitated by the SJRWMD regarding the flooding of Paynes Prairie and US 441 during Hurricane Irma.

### Water Supply

- Amy Brown attended the 2018 4th Annual Winter Water Seminar in Tallahassee.
- Eliza Breder cross-trained with staff from Resource Management on wetland assessments.

**Hydrological Data**

- No reporting activity.

**Agriculture and Environmental Projects**

- Ben Glass attended the 42<sup>nd</sup> Annual Tri-County Peanut Production Meeting in Branford.
- Pat Webster and Kevin Flavin Conducted multiple field reviews of the Edward Bottom Lands Project.
- Bob Heeke conducted multiple field reviews along the Middle Suwannee Project.

**Communications**

- District staff completed and transmitted the 2018 Consolidated Annual Report.
- District staff met with staff from the Cedar Key UF Biological Station to discuss partnership opportunities and support.

**Announcements for the week of March 11-17.**

- The District will hold its monthly Governing Board Meeting and Workshop on March 13<sup>th</sup> at the District Office beginning at 9:00 a.m.



## Weekly Activity Report to Governing Board for March 4 - 10, 2018

### Executive / Management

- Governing Board Members Virginia Johns and Virginia Sanchez were confirmed by the Florida Senate.
- Hugh Thomas was confirmed in his position as SRWMD Executive Director by the Florida Senate.

### Legislative and Community Affairs

- Steve Minnis attended Week 9 of the 2018 Legislative Session in Tallahassee.
- Keith Rowell met with former Governing Board Member Mr. John Finlayson along with BJ Jamison and Steve Rockwood of FWC to discuss concerns related to Sneads Smokehouse Lake in Jefferson County.

### Finance

- No reporting activity.

### Land Management

- District contractors conducted a small salvage timber harvest on the Osteen tract.
- Land Management staff completed the conservation easement inspections on the Deep Creek Plantation.
- Land Management staff completed a vegetative inventory on the Steinhatchee Springs tract.
- District contractors conducted a prescribed burn on Mallory Swamp.
- Land Management staff sent out an RFP for management services for the RO Ranch.
- Land Management staff assisted communications staff with videotaping at various springs as part of the Florida Springs Initiative.

### Resource Management

- Leroy Marshall and Warren Zwanka met with members of the Oak Woodlands POA in Hamilton County to discuss subdivision drainage problems.

### Water Resources

- No reporting activity.

### Minimum Flows and Minimum Levels

- Louis Mantini responded to a request from Paul McDavid, Bradford Co. Soil and Water Conservation Board, to evaluate a disturbed site on the north shore of Sampson Lake.

### **Water Supply**

- Amy Brown and Eliza Breder participated in the DEP-lead effort to update the format and guidelines for regional water supply plans.
- Amy Brown, Eliza Breder, and staff from Resource Management met with agricultural irrigation technicians to review the draft irrigated lands coverage that will be used for agricultural growth projections.
- John Good, Eliza Breder, Dave Christian, and Greg Trotter met with SJRWMD staff to discuss methodologies to estimate historical water use.

### **Hydrological Data**

- Ross Davis met communications staff at Little River Springs to conduct flow measurements as well as be interviewed for the District's Springs Campaign Video.

### **Agriculture and Environmental Projects**

- Ben Glass attended the Hamilton County Board of County Commissioners Meeting regarding the 2018 Water Conservation Proclamation.
- Ben Glass attended the 42nd Annual Tri-County Peanut Production Meeting in Branford.
- Pat Webster and Kevin Flavin conducted multiple site inspections of the Edwards Bottomlands Project.
- Bob Heeke conducted multiple site inspections along the Middle Suwannee Project.

### **Communications**

- Katelyn Potter published a press release highlighting water conservation practices through irrigation practice changes that coincide with Daylight Saving Time.
- Staff worked with team members from the Office of Finance to host an offsite meeting to develop a mission, vision and strategic plan for the group to guide planning.

### **Announcements for the week of March 18-24.**

- No announcements.



## Weekly Activity Report to Governing Board for March 11 - 17, 2018

### **Executive / Management**

- Virginia Johns and District staff participated in the Holly Hills groundbreaking ceremony of the improved stormwater retention ponds.

### **Legislative and Community Affairs**

- Ben Glass attended the Lafayette County Board of County Commissioners meeting regarding their proclamation recognizing April as Water Conservation Month.
- Ben Glass attended the Suwannee River League of Cities quarterly meeting.
- Keith Rowell attended the Columbia County Board of County Commissioners meeting regarding their proclamation recognizing April as Water Conservation Month.

### **Finance**

- No reporting activity.

### **Land Management**

- Land Management conducted a prescribed burn on Adams tract and on Little River tract.

### **Resource Management**

- Warren Zwanka and Stefani Weeks attended the North Central Florida Water Well Association meeting in Chiefland.

### **Water Resources**

- No reporting activity.

### **Minimum Flows and Minimum Levels**

- No reporting activity.

### **Water Supply**

- Amy Brown attended the Potable Reuse Commission meeting in Kissimmee. The commission is tasked with developing a framework for potable reuse in Florida.

### **Hydrological Data**

- No reporting activity.

### **Agriculture and Environmental Projects**

- Pat Webster conducted a site inspection of the Edward Bottom Lands Project.
- Bob Heeke conducted multiple site inspections along the Middle Suwannee Project.
- Bob Heeke conducted a site visit at Pot Springs.

**Communications**

- Field and land management staff participated in a True Colors training similar which assesses personality preferences in decision making, communication, work environments and other aspects of life.

**Announcements for the week of March 25-31.**

- No announcements.



## Weekly Activity Report to Governing Board for March 18-24, 2018

### Executive / Management

- Al Alexander, Darrell Smith, Steve Minnis, Pat Webster, and Keith Rowell met with Edward Dean, Town of Greenville Manager, and the Town's consultant regarding their springs project application.

### Legislative and Community Affairs

- Keith Rowell, with Steve Minnis participating via telephone, met with representatives from NFWMD and the Florida Rural Water Association in Tallahassee regarding issues affecting small utilities.
- Ben Glass attended the Levy County Board of County Commissioners meeting regarding their proclamation recognizing April as Water Conservation Month.
- Ben Glass attended the Lake City Council meeting regarding their proclamation recognizing April as Water Conservation Month.
- Ben Glass attended the North Central Florida Regional Planning Council meeting in Lake City.

### Finance

- No reporting activity.

### Land Management

- Staff met with FDEP representatives to discuss management of Stephen Foster tract.
- Edwin McCook met with FWC and National Wild Turkey Federation to review potential youth turkey hunt opportunities on District land.

### Resource Management

- Stefani Weeks attended the Interagency Ag Team meeting hosted by the District.
- Leroy Marshall attended the ERP Anti-Drift meeting in Maitland.

### Water Resources

- No reporting activity.

### Minimum Flows and Minimum Levels

- Darrell Smith and John Good attended a meeting with the North Florida Utility Coordination Group at the SJRWMD in Palatka.
- Louis Mantini and Vince Robinson conducted an assessment of derelict boats and other navigation hazards on the Suwannee River.

### **Water Supply**

- Amy Brown and Eliza Breder, and Greg Trotter met with the SJRWMD planning staff in Palatka for a meeting on water supply planning and historical water use estimation.
- Amy Brown and Eliza Breder, along with staff from Agriculture and Environmental Projects Team, participated on the Inter-District Quarterly Phone Conference Conversation regarding ongoing initiatives statewide.

### **Hydrological Data**

- Ross Davis and Mark Hinz recorded discharge data measurements on Seven Springs in Taylor County.

### **Agriculture and Environmental Projects**

- Steve Minnis and Pat Webster met with Ed Booth, City of High Springs Manager, and the City's consultant regarding a potential springs project.
- Pat Webster and Kevin Flavin conducted site inspections of Edwards Bottom Lands.
- Bob Heeke conducted site inspections along the Middle Suwannee Project.
- Kris Eskelin conducted site inspections of the Camp Kulaqua and Levy Blue springs projects.

### **Communications**

- No reporting activity.

### **Announcements for the week of April 1 – 7.**

- No announcements.