



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

2/11/2020

Subject:

Interlocal Agreement between Brevard County and the St Johns River Water Management District (District) related to the Crane Creek/M-1 Canal Restoration Project (Districts 3 and 5)

Fiscal Impact:

The proposed agreement supports a District-managed \$9,186,500 stormwater treatment and diversion project that was approved by the County Commission in 2018 to receive \$2,033,944 of local cost share from the Save Our Indian River Lagoon Trust Fund.

Dept/Office:

Natural Resources Management

Requested Action:

Approve the Interlocal Agreement between Brevard County and the St Johns River Water Management District (District) related to the Crane Creek/M-1 Canal Restoration Project. Authorize the Chair to sign the Agreement upon receipt of a signed copy of the Agreement from the District. Authorize the Chair to sign the Easement in Exhibit D to the Agreement in substantially the same form of the attached draft, pending receipt of the new legal description necessary for the access portion of the easement

Summary Explanation and Background:

The M-1 Canal is a century old, man-made flood control feature that cuts through the coastal ridge diverting stormwater flow from approximately 5,300 acres of the historic St. Johns River basin to the Indian River Lagoon through Crane Creek. The project will restore M-1 Canal baseflows and small stormflows west of Evans Road back to the St. Johns River basin. It will provide an environmental benefit by reducing Total Nitrogen, Total Phosphorus, excess freshwater, and sediment load in the Indian River Lagoon while restoring historic drainage patterns.

Brevard County cost share for the project was recommended by the Citizen Oversight Committee and approved by the County Commission in the 2018 Update of the Save Our Indian River Lagoon Plan. The Crane Creek/M-1 Canal Restoration Project will include the following four main components:

- (1) Operable weir structure located near the natural coastal ridge,
- (2) Stormwater pump station located just east of I-95,
- (3) Stormwater force main under I-95, and
- (4) Stormwater treatment west of Interstate 95 within the County's floodplain compensating storage area.

The weir structure, stormwater treatment area, and portions of the stormwater force main will be constructed on property owned by the County. The District has been working with County staff in Natural Resources, Public 13

Works and the County Attorney's Office to design the project in such a way that it can use a County-owned floodplain compensatory storage area to provide nutrient reduction without infringing on the County's primary use of this land. The County requested an Intergovernmental Agreement to memorialize each entity's roles and responsibilities with respect to the facilities that will be constructed on County property. A copy of the draft agreement is attached, and a summary of the roles and responsibilities is as follows:

County Responsibilities

- Grant an easement to the District for construction, operation, and maintenance of the stormwater treatment area
- Grant additional necessary licenses or other authorizations to use County property if necessary
- Provide information and reasonable assistance necessary for the District to obtain required permits and authorizations
- Review the operating plan and manual

District Responsibilities

- Design, construct, operate, and maintain the facilities
- Avoid impact of the project on County floodplain compensation activities
- Obtain and renew all permits or other necessary authorizations, including necessary County permits or authorizations
- Serve as the point of contact for stakeholder questions or concerns about the project
- Provide copies of stormwater models for final operations manual to County

The District's Governing Board will consider the draft Intergovernmental Agreement at its February 13, 2020 meeting.

Clerk to the Board Instructions:

Wait for a signed copy of the agreement to be provided by the District. The complete easement document with legal sketch and description may be provided separately at a later date. Return executed document to Natural Resources.



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001

Fax: (321) 264-6972

Tammy.Rowe@brevardclerk.us

February 12, 2020

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1, Interlocal Agreement (ILA) with the St. Johns River Water Management District (SJRWMD) Related to the Crane Creek/M-1 Canal Restoration Project

The Board of County Commissioners, in regular session on February 11, 2020, approved the ILA with SJRWMD relating to the Crane Creek/M-1 Canal Restoration Project; authorized execution of the ILA, upon receipt of the signed ILA from the SJRWMD; and authorized execution of the Easement Agreement, pending receipt of the new legal description necessary for the access portion of the easement.

Upon execution by SJRWMD, please return the fully-executed ILA and Easement Agreement to this office for inclusion of the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

cc: Finance
Budget

**INTERGOVERNMENTAL AGREEMENT
CRANE CREEK M-1 CANAL RESTORATION PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this _____ day of _____, 2020, by and between BREVARD COUNTY, a political subdivision of the State of Florida, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940 ("County"), and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida, 32178-1429 ("District"). As used herein, all references to the parties include the parties' agents, contractors and employees.

RECITALS

The District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, F.S.

The Crane Creek/M-1 Canal Flow Restoration Project ("Project"), as more specifically defined in Exhibit A to this Agreement, is designed to restore flows that were historically diverted away from the St. Johns River Basin to the Indian River Lagoon. Restoring these flows to the St. Johns River will benefit the Indian River Lagoon by reducing nutrient, sediment, and freshwater loads to Crane Creek, and ultimately the Indian River Lagoon, while also helping restore these flows to the St. Johns River Basin.

The M-1 Canal is a century old, man-made flood control feature in Brevard County that cuts through the coastal ridge diverting stormwater flow from approximately 5,300 acres of the historic St. Johns River basin to the Indian River Lagoon. This Project will restore M-1 Canal baseflows and small stormflows west of Evans Road back to the St. Johns River basin, by constructing an operable diversion structure in the M-1 Canal to divert flows to a pump station that will pump stormwater runoff from the M-1 canal to a stormwater treatment area. This stormwater treatment area will treat the runoff prior to discharging to the St. Johns River. This Project will result in a Total Nitrogen and Total Phosphorus reduction to the Indian River Lagoon, and restoration of historic drainage patterns.

Reduced nutrient, sediment, and freshwater loads, along with restored historical flows, will provide environmental benefit to the Indian River Lagoon and water supply benefit to the St. Johns River.

The Project will include four main components: (1) an operable weir structure located near the natural coastal ridge, (2) a stormwater pump station, (3) a stormwater force main, and (4) a stormwater treatment area west of Interstate 95, as more specifically defined in Exhibit A to this Agreement. The Project will treat and return diverted runoff back to the St. Johns River.

The District and the County have worked cooperatively and identified Project property locations on County and District lands.

The Project is mutually beneficial to both the District and County, as it is consistent with and furthers the District's and County's goal of protecting the Indian River

Lagoon, and it provides a water supply benefit to the people of Brevard County.

In consideration of the recitals above and of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to set forth the participation by the District and County for this Project, which generally consists of construction, operation, and maintenance of a stormwater treatment area, weir structure, pump station, and stormwater force main as described in the Statement of Work, attached as Exhibit A. The stormwater treatment area, weir structure, and portions of the force main will be constructed on County property. The pump station and other portions of the force main will be constructed on District property and within City of West Melbourne right-of-way.

- a. The weir structure will be located on County drainage right-of-way near the Melbourne Square Mall, south of Monopole Park, within the Crane Creek right-of-way. The stormwater treatment area and portions of the force main will be located on County property in West Melbourne and portions of unincorporated Brevard County. The County properties are shown on Exhibit B, attached.
- b. The pump station and pump inlet structure will be located on District property on Coastal Lane (also known as Dike Road), approximately 0.4 miles north of New Haven Avenue. The District property is shown on Exhibit C, attached.

2. **Term of Agreement.** This Agreement shall commence on the date both parties have executed this Agreement. The initial term of the Agreement is 30 years, after which it shall renew automatically for additional 30-year terms.

3. **Consideration.** The County and the District recognize that the Project serves a public purpose and provides a mutual benefit of improving the water quality and natural resources within the Indian River Lagoon, together with ancillary water supply benefits. The Project will be designed and operated in a manner that minimizes the risk of an increase in flooding stages throughout the Project area as well as minimizing adverse impacts to the M-1 Canal.

4. **District Responsibilities.**

- a. The District will design, construct, operate, and maintain the stormwater treatment area, weir structure, stormwater pump station, and stormwater force main, which will include all pipes, structures, access drives, and any other component for proper functioning of the system. Project development will be in accordance with the final design and specifications prepared by the District and approved by the County, as generally described in Exhibit A.

- b. The District will provide copies of the stormwater models, including supporting data, created for the permitting, for the final operations manual, and any subsequent modifications.
- c. The District is responsible for obtaining and renewing at its expense all permits or other authorizations that may be required by the Florida Department of Environmental Protection, United States Fish and Wildlife Service, United States Army Corps of Engineers, Florida Department of Transportation, Brevard County, City of West Melbourne, City of Melbourne, and any other local, state, or federal governmental entities.
- d. The District will be the contact point for stakeholder questions and concerns about the Project.
- e. The District shall be solely responsible for overall management, operation, and maintenance of the Project including, but not limited to, general maintenance, mowing, and repair of pipes, pumps, overflow weir, and access berm.
- f. The Florida Department of Transportation has rights to floodplain compensation on the stormwater treatment area site pursuant to a separate agreement with the County. The District will coordinate with and seek necessary approvals from the Florida Department of Transportation to the extent required by law.

5. **County Responsibilities.**

- a. The County will provide to the District all information available for the District to complete the design of the stormwater treatment area, which may include but is not limited to signed and sealed as-built drawings reflecting the work completed by the County at the stormwater treatment area site as part of the County's transportation project known as the St. John's Heritage Parkway. The St. John's Heritage Parkway project is a separate and distinct project from the District's stormwater project. Any work the County performs as part of the St. John's Heritage Parkway project that is beneficial to the District's project is incidental to the County's transportation project.
- b. The County will provide any reasonable assistance requested by the District to obtain all necessary permits.
- c. The County will grant an easement to the District for the purposes of constructing, operating, and maintaining the, stormwater treatment area, and force main, for a term which includes the duration of system operation by the District or its successor(s), in a form substantially similar to the attached Exhibit D. A permit issued by the

County will be necessary for construction, operation, and maintenance of the stormwater treatment area. Any alterations to the design of the stormwater treatment area shall require an alteration to the County permit.

- d. To the extent additional authority is necessary for the weir or improvements located in the County right-of-way or County property, the County will grant a license or appropriate authority to the District. A right-of-way permit issued by the County will be necessary for construction, operation, and maintenance of the weir and all improvements in the County right-of-way and County property.
- e. The County will exercise diligence in reviewing the District's proposed operating plan.
- f. The County will review any necessary Federal Emergency Management Agency flood mapping or no rise certifications and take any necessary action to comply with applicable law.

6. **Additional Terms and Conditions.**

- a. During the Agreement's term, the Project facilities on the County property and the District property west of S. John Rodes Blvd. shall not be open to the public. However, public recreational access may be allowed within the Crane Creek (M-1) right-of-way.
- b. The stormwater treatment area design, and any subsequent alterations, must not affect activities the County has undertaken to mitigate floodplain impacts of the St. Johns Heritage Parkway project, F.D.O.T. Ellis Road interchange project, and future Washingtonia Drive extension project. Specifically, the stormwater treatment area design shall not reduce the floodplain compensation capacity approved in District permit number IND-009-126163-3, or the floodplain compensation capacity of the property on which the stormwater treatment area is located, which is 230.59 acre-feet. A total required floodplain compensation volume of 186.82 acre-feet has been calculated for the St. Johns Heritage Parkway project, F.D.O.T. Ellis Road Interchange project, and future Washingtonia Drive extension project, which results in a reserve floodplain compensation capacity of 43.77 acre-feet.
- c. The District, in partnership with the County, will develop an operation and maintenance plan for the pump and weir structure. An agreed upon operation and maintenance plan shall be a prerequisite for the required County right-of-way permit in paragraph 5.d. Modifications to the plan will be made in partnership with the County.

- d. If unanticipated circumstances arise, the District, in partnership with the County, will develop a contingency plan to mitigate them. Unanticipated circumstances include, but are not limited to, excessive vegetative growth, flooding of neighboring properties, and variance of rainfall or frequency rates.
- e. Should the District begin construction of the Project prior to the County's completion of the St. Johns Heritage Parkway road construction project, the District's construction activities shall not impair or conflict with County's parkway construction.

7. **Notices.** All notices, consents, approvals, waivers and elections that any party is required or desires to provide shall be in writing and shall be sufficiently provided: (i) when mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand delivery or e-mail to the named individuals representing the party to be notified; or (iii) by private parcel delivery services. Notices, including notice of a change of address shall be addressed or transmitted to the following addresses:

District: St. Johns River Water Management District
Marc Van Heden, P.E., Project Manager
Post Office Box 1429
Palatka, Florida 32178-1429
Phone: 321 676-6604
Email: mvanheden@sjrwmd.com

Copy to: St. Johns River Water Management District
Director, Real Estate Services Program
Post Office Box 1429
Palatka, Florida 32178-1429
Email: RealEstateServices@sjrwmd.com

County: Brevard County
Natural Resources Management Dept
Stormwater Program & Public Works Engineering
2725 Judge Fran Jamieson Way, Ste A-219
Viera, Florida 32940
Phone: 321-633-2016

8. **Liability and Insurance.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by its current rules and regulations.

9. **Non-Waiver of District's Regulatory Authority.** No provision in this Agreement shall be construed as a waiver of or contract with respect to the District's regulatory and permitting authority as it now or hereafter exists under applicable laws, rules, and regulations.

10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties. There are no understandings or dealings with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties.

11. **Abandonment.** Should the District, or its successors, abandon the Project in the future, the District or its successor shall, before abandonment, submit and obtain County approval of a plan for removing the weir structure and appurtenances thereto from the M-1 Canal and returning the area to its former condition as near as practical; removing the force main and returning the stormwater treatment area to its former condition as near as practical; and terminating this Agreement. Assumption of maintenance and operation obligations by a successor to the District will not be deemed an abandonment of the Project.

12. **Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Brevard County, Florida; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

13. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties, any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representation, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

14. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.


15. **Recording and Effective Date.** The effective date of this Agreement is the date upon which the last party to this Agreement has dated and executed the same. The District will record this Agreement and the Easement Agreement for Water Flowage and Storage, Access, Construction, Operation, Maintenance, and Repair in the Official Records in and for Brevard County, Florida after execution.

16. **Separate Counterparts.** This Agreement may be executed in separate

counterparts, which shall not affect its validity.

The parties hereto, by and through their authorized officers or legal representatives, have executed this Agreement, on the dates and year written below, the latest of which shall be inserted in the introductory paragraph.


Attest:



Scott Ellis
Clerk

Date: February 11, 2020

Board of County Commissioners of
Brevard County



Bryan Lober
Chair

Date: February 11, 2020

As approved by Board 2/11/2020

Attest:

William R. Abrams
General Counsel

Date: _____

St. Johns River Water Management District

Ann B. Shortelle, Ph.D.
Executive Director

Date: _____

EXHIBIT A

Statement of Work

An operable control structure within the M-1 Canal east of Evans Road, including pneumatic crest gates (weirs); concrete hardened flow channel; flow channel center dividing wall; flow attenuation blocks; foundations; rip rap; mechanical equipment; power supply and equipment; concrete slabs; instrumentation and controls; paving; grading; and other incidental work.

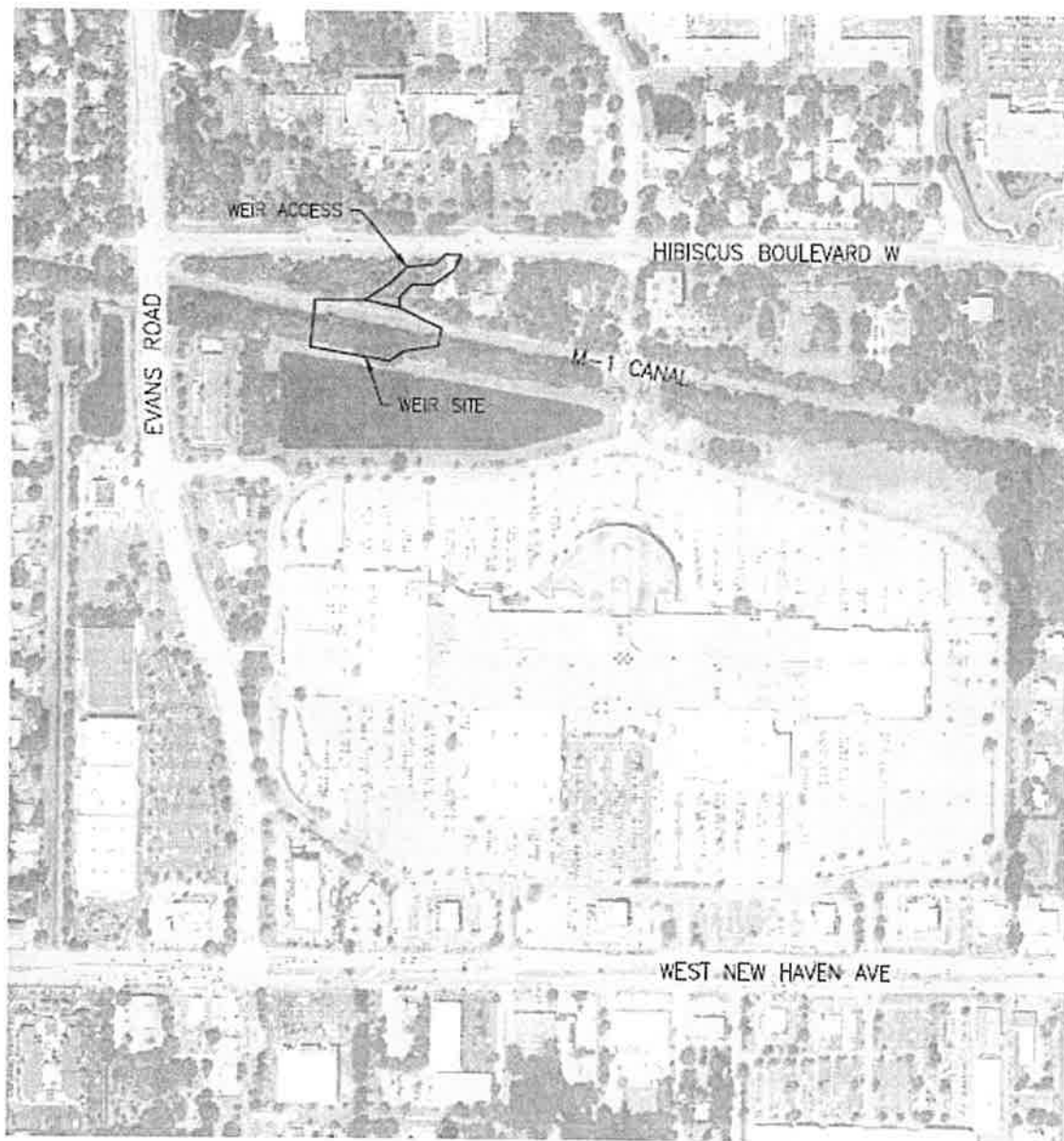
A stormwater pumping station east of I-95 adjacent to the M-1 Canal along Coastal Lane, including canal intake structure and screen; intake piping and manholes; concrete wetwell; pumps; discharge piping; valves; pipe supports; power supply and equipment; concrete slabs and pavement; instrumentation and controls; paving; grading; and other incidental work.

A 24-inch-diameter underground high-density polyethylene (HDPE) stormwater force main from the pump station at Coastal Lane crossing under I-95, existing utility easements, and the St. Johns Heritage Parkway (SJHP) by horizontal directional drilling, along with open-cut trenching in areas, valves, fittings, surface restoration, and other incidental work.

A stormwater treatment area (STA) on a Brevard County floodplain compensation site just west of SJHP. The STA will include earthwork for constructing a wet detention pond using existing borrow pits on the site, precast inlet structures, and other incidental work.

EXHIBIT B

Weir Site



Stormwater Treatment Area

(Demonstrative only)

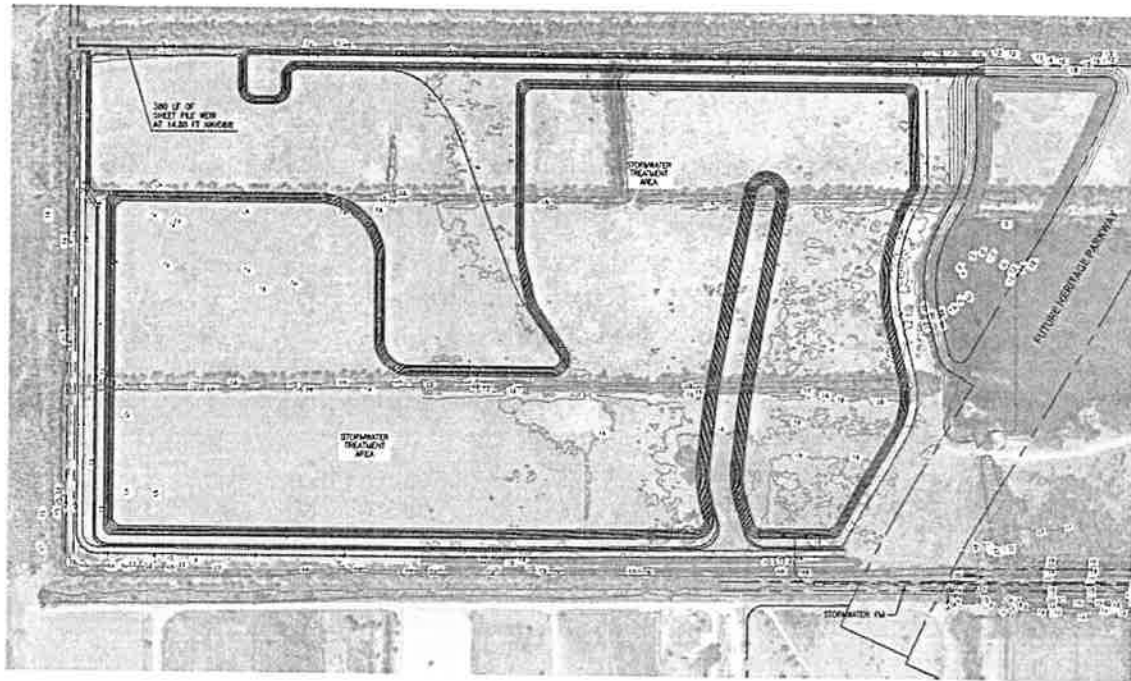


EXHIBIT C

Pump Station and Pump Inlet Structure to be Located on District Property

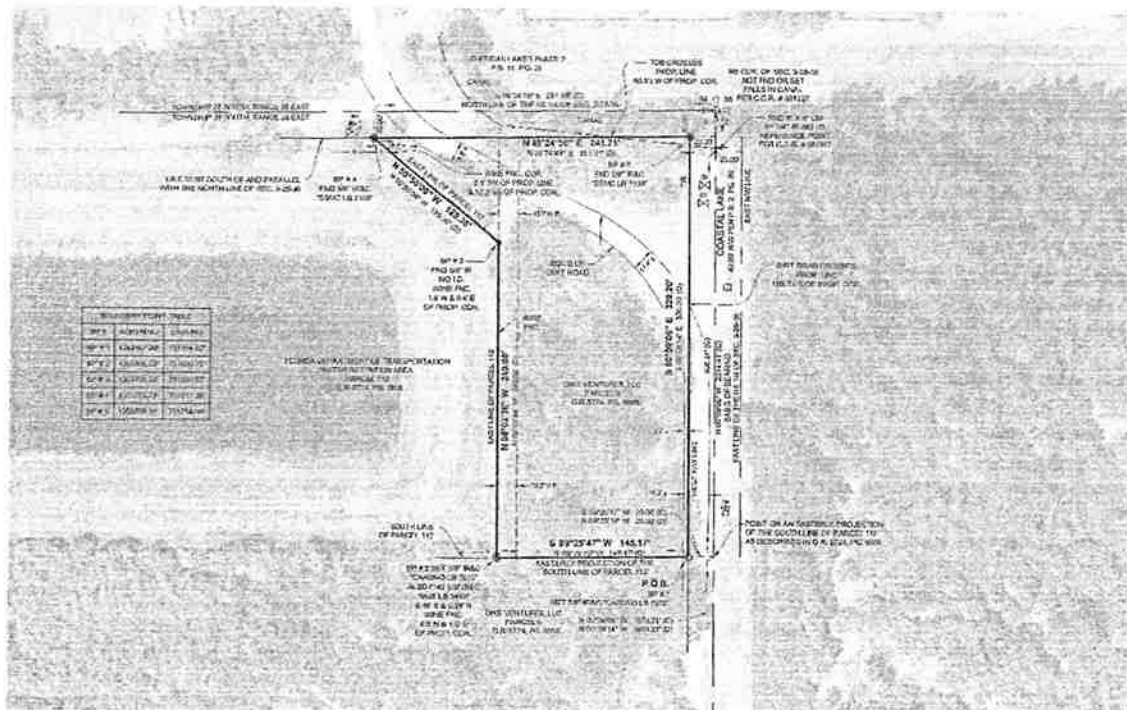
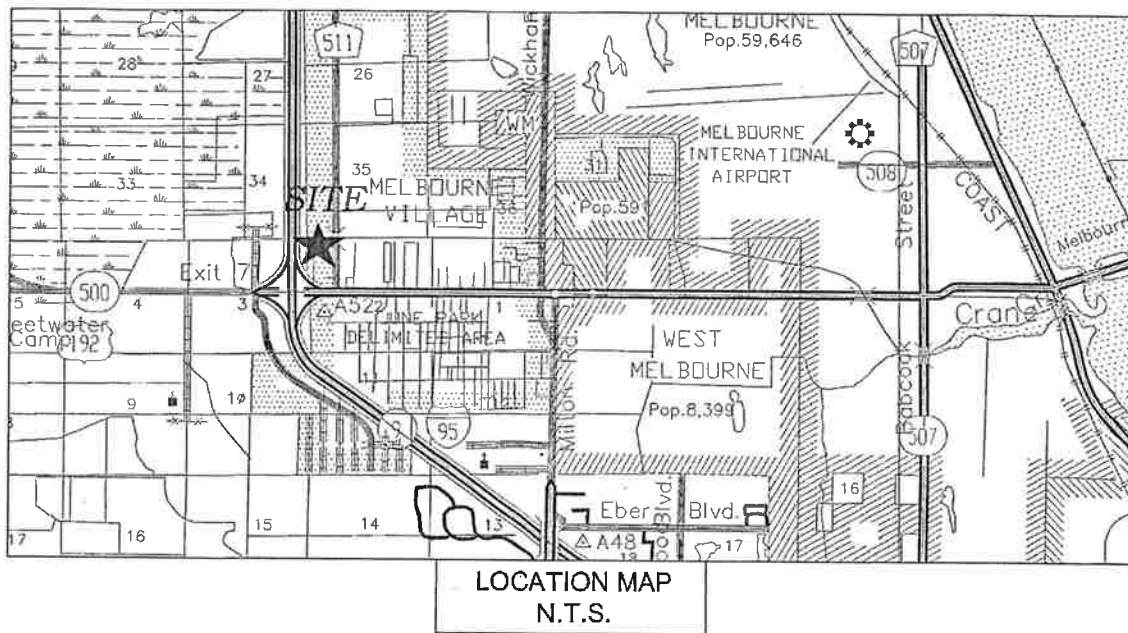


EXHIBIT D

EASEMENT AGREEMENT FOR WATER FLOWAGE AND STORAGE, ACCESS, CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR

THIS EASEMENT AGREEMENT made this ____ day of _____, 2020, by and between BREVARD COUNTY, a political subdivision of the State of Florida, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940 (County or Grantor), and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is 4049 Reid Street, Palatka, Florida 32177 (District or Grantee):

WITNESSETH:

Whereas, the District is constructing the Crane Creek/M-1 Canal Flow Restoration Project (Project) to reduce nitrogen and phosphorus in the Indian River Lagoon and restore historic drainage patterns; and

Whereas, the Project furthers the parties' common goal of protecting the Indian River Lagoon, and it provides a water supply benefit to Brevard County; and

Whereas, the District and County have worked cooperatively to identify a suitable location for the stormwater treatment area, and force main, components of the Project; and

Whereas, the stormwater treatment area and force main will be located on certain real property owned by the County.

Whereas, the County has agreed to grant the District an easement for the purposes of constructing, operating, maintaining, and repairing the stormwater treatment area and force main, for water flowage and storage over the lands more particularly described in Exhibit "A" (Easement Property).

NOW THEREFORE, in consideration of the mutual covenants, premises, terms, and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are incorporated by reference herein.
2. The County grants to the District an easement for water flowage and storage with full authority to flow, divert, direct, store, and overflow water over, under, in, upon and across the Easement Property and the right to construct, operate, maintain, and repair the stormwater treatment area and force main.
3. The County grants to the District an access easement with the full right of ingress and egress to the Easement Property over the lands shown in Exhibit "B". Nothing herein shall limit the right of the District to seek access from other adjoining property owners to the Easement Property.

4. The District's use of the Easement Property shall not interfere with, damage, or impair the functioning of the County's stormwater drainage, including associated structures, associated with the St. Johns Heritage Parkway transportation facility. The District shall promptly notify County and repair any damage to such facilities caused by District, its agents, or contractors.
5. The District's use of the Easement Property shall not impair the County's use of the Easement Property for floodplain compensation as permitted under St. Johns River Water Management District permit number IND-009-126163-3 nor shall it reduce the overall floodplain compensation capacity of the stormwater treatment area property available in its existing condition, 230.59 acre-feet. A total floodplain compensation volume of 186.82 acre-feet is required for the St. Johns Heritage Parkway, F.D.O.T. Ellis Road Interchange project, and future Washingtonia Drive extension, resulting in a reserve floodplain compensation capacity of 43.77 acre-feet.
6. The County reserves the right to use the Easement Property for any purpose that does not unreasonably interfere with the District's use of the Easement Property as contemplated herein. Nothing herein shall be construed in any way to limit access to and over the Easement Property by County for any purpose, including during construction of the stormwater treatment area, so long as such access does not unreasonably interfere with the District's use of the Easement Property.
7. The District shall not remove fill from the Easement Property without permission of the County.
8. Any notice, demand, consent, or communication that either party may be required to give to the other hereunder shall be in writing and either served personally by hand-delivery, next-day courier delivery, or by registered or certified mail, postage prepaid, addressed as follows:

To the County:

Brevard County Manager's Office
Attn: John Denninghoff, Assistant County Manager
2725 Judge Fran Jamieson Way, Suite C-301
Viera, FL 32940

With a copy to:
Natural Resources Management
Attn: Virginia Barker, Director
2725 Judge Fran Jamieson Way, Suite A-219
Viera, Florida 32940

To the District:

St. Johns River Water Management District

Attn: Director, Real Estate Services Program
4049 Reid Street
Palatka, Florida 32177

or to such other address as any of the above parties shall from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder shall be effective upon delivery or within five (5) days from the date of mailing if sent by registered or certified mail.

9. Nothing in this Easement Agreement shall constitute a waiver of either party's sovereign immunity or the limits of liability established under Florida law.
10. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules and regulations.
11. This Easement Agreement shall remain in full force and effect so long as the District, or its successor(s), continues to operate the Project as defined in INTERGOVERNMENTAL AGREEMENT CRANE CREEK M-1 CANAL RESTORATION PROJECT. Upon termination or abandonment of the Project, the District shall record a notice of termination of this Easement Agreement in the Official Records of Brevard County, Florida.
12. This Easement Agreement may be modified or amended only upon the mutual written consent of the County and the District.
13. This Easement Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors, and assigns, and the benefit and burdens hereof shall run with the Easement Property until the Easement Agreement is terminated in accordance with the terms herein.
14. This Easement Agreement may be executed in counterparts, each of which shall be deemed an original and which taken together shall constitute one and the same instrument.

In witness whereof, the County and the District have executed this Easement Agreement on the day and year first above written.

Attest:

Clerk



GRANTOR: Brevard County



Bryan Lober
Chair

As approved by Board 2/11/2020

Signed and sealed in the presence of:

Witness

Print Name: _____

Witness

Print Name: _____

Approved as to form and legality
For use and reliance only by St. Johns River
Water Management District

Kris Davis, Asst. General Counsel

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**, a public
body existing under Chapter 373 of the
Florida Statutes

By: _____

Ann B. Shortelle, Ph.D.
Executive Director

Attest: _____

By: _____

William Abrams, General Counsel

**STATE OF FLORIDA
COUNTY OF PUTNAM**

The foregoing instrument was acknowledged before me in person this ____ day of _____, 2020, by Ann B. Shortelle, Ph.D., as Executive Director of the St. Johns River Water Management District, on behalf of the District, who is personally known to me and did not take an oath.

NOTARY PUBLIC, State of Florida
Print Name: _____
Commission Number: _____
My Commission Expires: _____

Exhibit A
Legal Description of Easement Property

Exhibit B
Legal Description of Access Easement