

**CLEAR SPRINGS
STEWARDSHIP
DISTRICT**

June 27, 2025

**BOARD OF SUPERVISORS
SPECIAL MEETING
AND PUBLIC HEARING
AGENDA**

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

Clear Springs Stewardship District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

June 20, 2025

Board of Supervisors
Clear Springs Stewardship District

Dear Board Members:

The Board of Supervisors of the Clear Springs Stewardship District will hold a Special Meeting and Public Hearing on June 27, 2025 at 1:00 p.m., at 6105 Spirit Lake Rd., Winter Haven, Florida 33880. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Board of Supervisors [Blake Goodman - Seat 4, Michael Strahan – Seat 5](the following to be provided under separate cover)
 - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1 Disclosure Filing
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
 - E. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Chapter 2023-346, Laws of Florida, and Providing for an Effective Date
5. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Resolution 2025-03, Approving the Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

7. Consideration of Resolution 2025-04, Designating Dates, Times and Location for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
8. Consideration of Resolution 2025-05 Amending Resolution 2024-29 to Re-Set the Date, Time and Location of the Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
9. Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date
 - A. Affidavit/Proof of Publication
 - B. Consideration of Resolution 2025-06, Expressing its Intent of the District to Use the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Deering Park Stewardship District in Accordance With Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
10. Consideration of Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
11. Acceptance of Unaudited Financial Statements as of May 31, 2025
12. Approval of Minutes
 - A. May 29, 2024 Public Hearing and Regular Meeting
 - B. November 5, 2024 Landowners' Meeting
13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: TBD

○ QUORUM CHECK

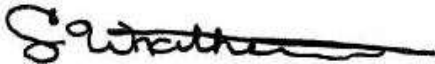
SEAT 1	PATRICK CARROLL	☐	IN-PERSON	☐	PHONE	☐	NO
SEAT 2	KYLE GASHAW	☐	IN-PERSON	☐	PHONE	☐	NO
SEAT 3	CRAIG UNDERHILL	☐	IN-PERSON	☐	PHONE	☐	NO
SEAT 4	BLAKE GOODMAN	☐	IN-PERSON	☐	PHONE	☐	NO
SEAT 5	MICHAEL STRAHAN	☐	IN-PERSON	☐	PHONE	☐	NO

14. Public Comments

15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

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**CLEAR SPRINGS STEWARDSHIP DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF CLEAR SPRINGS STEWARDSHIP DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Clear Springs Stewardship District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CLEAR SPRINGS STEWARDSHIP DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO CHAPTER 2023-346, LAWS OF FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Clear Springs Stewardship District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 2023-346, Laws of Florida, being situated within the City of Bartow, Polk County, Florida; and

WHEREAS, pursuant to Chapter 2023-346(5)(2)(a), Laws of Florida, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 5, 2024, the minutes of which are attached hereto as **Exhibit A**, at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CLEAR SPRINGS STEWARDSHIP DISTRICT:

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

SEAT NUMBER	NAME OF SUPERVISOR	NUMBER OF VOTES
Seat 4	Blake Goodman	17,575 Votes
Seat 5	Michael Strahan	17,575 Votes

SECTION 2. In accordance with Chapter 2023-346(5)(2)(a), Laws of Florida, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

SEAT NUMBER	NAME OF SUPERVISOR	TERM OF OFFICE
Seat 4	Blake Goodman	Expires November 19, 2028
Seat 5	Michael Strahan	Expires November 19, 2028

SECTION 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of June, 2025.

ATTEST:

CLEAR SPRINGS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

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RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CLEAR SPRINGS STEWARDSHIP DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Clear Springs Stewardship District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2023-346, Laws of Florida, and Chapter 189, Florida Statutes, being situated entirely within the City of Bartow, Polk County Florida; and

WHEREAS, the District's Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CLEAR SPRINGS STEWARDSHIP DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective June 27, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

Felix Rodriguez is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of June 27, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 27TH DAY OF JUNE, 2025.

ATTEST:

CLEAR SPRINGS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

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RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CLEAR SPRINGS STEWARDSHIP DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Clear Springs Stewardship District ("**District**"), prior to July 15, 2025, proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CLEAR SPRINGS STEWARDSHIP DISTRICT:

SECTION 1. APPROVAL OF PROPOSED BUDGET. The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026, attached hereto as **Exhibit A**, are hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: _____
LOCATION: _____

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Bartow and Polk County at least 60 days prior to the hearing set above.

SECTION 4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the managers or administrators of the City of Bartow and Polk County for posting on their website.

SECTION 5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th of June, 2025.

Attest:

CLEAR SPRINGS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

**CLEAR SPRINGS
STEWARDSHIP DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**CLEAR SPRINGS
STEWARDSHIP DISTRICT
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**CLEAR SPRINGS
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Landowner contribution	\$ 29,190	12,204	15,300	27,504	\$ 29,190
Total revenues	29,190	12,204	15,300	27,504	29,190
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	6,000	3,000	3,000	6,000	6,000
Legal	7,500	360	7,140	7,500	7,500
Engineering	1,000	-	1,000	1,000	1,000
Telephone	100	50	50	100	100
Postage	500	8	492	500	500
Printing & binding	250	125	125	250	250
Legal advertising	6,500	893	1,750	2,643	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,250	250	5,500	5,500
Contingencies/bank charges	750	511	239	750	750
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	210	-	210	210
Total professional & administrative	29,190	10,582	14,751	25,333	29,190
Total expenditures	29,190	10,582	14,751	25,333	29,190
Excess/(deficiency) of revenues over/(under) expenditures	-	1,622	549	2,171	-
Fund balance - beginning (unaudited)	-	(2,171)	(549)	(2,171)	-
Fund balance - ending	\$ -	\$ (549)	\$ -	\$ -	\$ -

** WHA will charge a reduced management fee of \$500 per month during semi-dormancy stage

**CLEAR SPRINGS
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 6,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	7,500
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	1,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Telephone	100
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	250
Letterhead, envelopes, copies, agenda packages	
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$ 29,190</u></u>

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

7

RESOLUTION 2025-04

**A RESOLUTION OF THE CLEAR SPRINGS STEWARDSHIP DISTRICT
DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR
MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT
FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the Clear Springs Stewardship District("District") is a local unit of special-purpose government created and existing pursuant to Chapter 203-346, Laws of Florida and Chapter 189, *Florida Statutes*, being situated entirely within the City of Bartow, Polk County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2025-2026 annual meeting schedule attached as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
CLEAR SPRINGS STEWARDSHIP DISTRICT:**

SECTION 1. The Fiscal Year 2025-2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of June, 2025.

Attest:

CLEAR SPRINGS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

CLEAR SPRINGS STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>TBD</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October __, 2025	Regular Meeting	__:__ AM/PM
November __, 2025	Regular Meeting	__:__ AM/PM
December __, 2025	Regular Meeting	__:__ AM/PM
January __, 2026	Regular Meeting	__:__ AM/PM
February __, 2026	Regular Meeting	__:__ AM/PM
March __, 2026	Regular Meeting	__:__ AM/PM
April __, 2026	Regular Meeting	__:__ AM/PM
May __, 2026	Regular Meeting	__:__ AM/PM
June __, 2026	Regular Meeting	__:__ AM/PM
July __, 2026	Regular Meeting	__:__ AM/PM
August __, 2026	Regular Meeting	__:__ AM/PM
September __, 2026	Regular Meeting	__:__ AM/PM

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

8

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CLEAR SPRINGS STEWARDSHIP DISTRICT AMENDING RESOLUTION 2024-29 TO RE-SET THE DATE, TIME AND LOCATION OF THE PUBLIC HEARING REGARDING THE DISTRICT’S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Clear Springs Stewardship District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2023-346, Laws of Florida, and Chapter 189, Florida Statutes; and

WHEREAS, on May 29, 2025, at a duly noticed public meeting, the District’s Board of Supervisors (“Board”) adopted Resolution 2024-29, setting a public hearing regarding the District’s intent to use the uniform method for the levy, collection, and enforcement of non-ad valorem special assessments for 1:00 p.m. on August 26, 2024, at 6105 Spirit Lake Road, Winter Haven, Florida 33880; and

WHEREAS, the Board desires to ratify the action of District staff to change the date of the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CLEAR SPRINGS STEWARDSHIP DISTRICT :

SECTION 1. PUBLIC HEARING DATE RE-SET. Resolution 2024-29 is hereby amended to reflect that the public hearing as declared in Resolution 2024-29 is re-set to:

DATE: _____

HOUR: _____

LOCATION: _____

SECTION 2. RESOLUTION 2024-29 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2024-29 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 27th day of June, 2025.

ATTEST:

CLEAR SPRINGS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

By: _____

Its: _____

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

9A

Serial Number
25-00802K

Business Observer

Published Weekly
Lakeland, Polk County, Florida

COUNTY OF POLK

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Lakeland, Polk County, Florida; that the attached copy of advertisement,

being a Notice of District's Intent

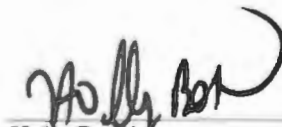
in the matter of Notice of meeting for use of uniform method on 6/27/25 at 1:00PM

in the Court, was published in said newspaper by print in the

issues of 5/30/2025, 6/6/2025, 6/13/2025, 6/20/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

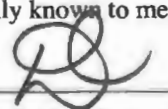
*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.


Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

20th day of June, 2025 A.D.

by Holly Botkin who is personally known to me.


Notary Public, State of Florida
(SEAL)



Donna Condon
Comm.: HH 534210
Expires: Jun. 29, 2028
Notary Public - State of Florida

**CLEAR SPRINGS
STEWARDSHIP DISTRICT
NOTICE OF THE DISTRICT'S
INTENT TO USE
THE UNIFORM METHOD
OF COLLECTION OF
NON-AD VALOREM SPECIAL
ASSESSMENTS**

Notice is hereby given that the Clear Springs Stewardship District ("District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on June 27, 2025 at 1:00 p.m., at 105 Spirit Lake Rd., Winter Haven, Florida 33890.

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments ("Uniform Method") to be levied by the District on properties located on land included within the District.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District, which may consist of, among other things, recreational facilities, stormwater management improvements, irrigation, landscape, roadways, and other lawful improvements or services within or without the boundaries of the District.

Owners of the properties to be as-

sessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing.

There may be occasions when Supervisors or District Staff may participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010, at least three business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the hearing with respect to any matter considered at the hearing is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
May 30; June 6, 13, 20, 2025

25-00802K

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

9B

RESOLUTION 2025-06

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CLEAR SPRINGS STEWARDSHIP DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE CLEAR SPRINGS STEWARDSHIP DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Clear Springs Stewardship District (“District”) was established pursuant to the provisions of Chapter 2023-346, *Laws of Florida* (“Act”), which authorizes the District to levy certain special assessments pursuant to Chapter 170, 189, and 197 *Florida Statutes*, in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain District services, facilities, and infrastructure, paying principal and interest on any and all of its indebtedness or for any other purpose permitted by the Act; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Brevard and Volusia Counties for four (4) consecutive weeks prior to such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CLEAR SPRINGS STEWARDSHIP DISTRICT:

SECTION 1. The District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its intent to use the uniform method of collecting special assessments imposed by the District as provided in Chapters 170, 189, and 197, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of the Act, in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain District services, facilities, and infrastructure, paying principal and interest on any and all of its indebtedness or for any other purpose permitted by the Act. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Brevard County, the Property Appraiser and Tax Collector of Volusia County, and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of June, 2025.

ATTEST:

CLEAR SPRINGS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description

(5) The exclusive charter of the Clear Springs Stewardship District is this act and, except as otherwise provided in subsection (2), may be amended only by special act of the Legislature.

Section 4. Legal description of the Clear Springs Stewardship District. The metes and bounds legal description of the district, within which there are no parcels of property owned by those who do not wish their property to be included within the district, is as follows:

In Township 29 South, Range 25 East, Polk County, Florida:

Section 25: All LESS the W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ and LESS the E- $\frac{1}{2}$ of NE- $\frac{1}{4}$.

Section 26: The SW- $\frac{1}{4}$ of SW- $\frac{1}{4}$ LESS the east 330 feet of the north 684 feet thereof, and LESS the south 210 feet of the north 474 feet of the west 165 feet of the east 660 feet thereof, and LESS a parcel described as: beginning at a point on the north boundary of the SW- $\frac{1}{4}$ of SW- $\frac{1}{4}$, 1,154.87 feet west of the northeast corner of the SW- $\frac{1}{4}$ of SW- $\frac{1}{4}$; thence south 264 feet; thence west 183.11 feet, more or less, to the west boundary of the SW- $\frac{1}{4}$ of SW- $\frac{1}{4}$; thence northerly along the west boundary a distance of 264 feet to the northwest corner of the SW- $\frac{1}{4}$ of SW- $\frac{1}{4}$; thence east 185.61 feet, more or less, to the point of beginning; and

The SE- $\frac{1}{4}$ of SE- $\frac{1}{4}$.

And Less:

Warranty Deed to Novasol Energy Farms, LLC as recorded in O.R. Book 10232, Page 295, Public records of Polk County, Florida.

And Less:

Quit Claim Deed to Anthony Terio, Jr, as recorded in O.R. Book 8225, Page 1101 and corrected deed O.R. Book 8303, Page 776, Public records of Polk County, Florida.

Section 27: All LESS those parts described as:

(a) The N- $\frac{1}{2}$ of NE- $\frac{1}{4}$; and LESS

(b) That part of the N- $\frac{3}{4}$ lying east of 91 Mine Road (as such road existed on September 30, 1980); and LESS

(c) A parcel described as: begin at the southwest corner of the NW- $\frac{1}{4}$ of NE- $\frac{1}{4}$, run thence north along the west boundary of Gordon Heights Subdivision Phase Two (Plat Book 52, page 1) a distance of 544.50 feet, thence north 89°47'02" west 400 feet, thence south 544.50 feet, thence south 89°47'02" east 400 feet to the point of beginning; and LESS

(d) A parcel described as: begin at the southwest corner of NW- $\frac{1}{4}$ of NE- $\frac{1}{4}$, run thence south 89°03'46" west a distance of 400 feet, thence south 0°56'14" east a distance of 800 feet, thence north 89°03'46" east a distance of 2,837.83 feet to the centerline of 91 Mine Road (as such

centerline existed on September 30, 1980), thence northwesterly along the centerline of 91 Mine Road a distance of 1,233 feet, more or less, to its intersection with the north boundary of the S- $\frac{1}{2}$ of NE- $\frac{1}{4}$, thence south 89°03'46" west along said north boundary a distance of 1,517.53 feet to the point of beginning.

and SUBJECT TO: a drainage easement and right-of-way as described in instrument dated January 7, 1998 to POLK COUNTY from IMC-Agrico Company, recorded in Official Records Book 3979, page 785.

And Less:

Warranty Deed to Polk County as recorded in O.R. Book 9486, Page 1620, Public records of Polk County, Florida.

Section 28: That part of the E- $\frac{1}{2}$ lying south and east of U.S. Highway 17.

Less:

Warranty Deed to Polk County as recorded in O.R. Book 9486, Page 1620, Public records of Polk County, Florida.

Section 34: The North 702 feet of the SE- $\frac{1}{4}$ of SE- $\frac{1}{4}$ lying east of 91 Mine Road.

and,

That portion of Section 34 described as: commence at the northwest corner of Section 34, run thence north 89°29'57" east, along the north boundary of Section 34 a distance of 1,625.00 feet; thence south 01°22'29" east, parallel with the west boundary of said Section 34 a distance of 187 feet, more or less, to the POINT OF BEGINNING on the centerline of Peace Creek (as such centerline existed on February 1, 1982), thence meandering northeasterly following said centerline of said creek a distance of 560 feet, more or less, to a point on the north boundary of Section 34, thence north 89°29'57" east along said north boundary 800 feet, more or less, to said centerline of Peace Creek; thence meandering southeasterly along said centerline to a point on the east boundary of the W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ of NE- $\frac{1}{4}$; thence south 1,232.00 feet, more or less, to the southeast corner of said W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ of NE- $\frac{1}{4}$; thence west to the southwest corner of said W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ of NE- $\frac{1}{4}$; thence south along the east boundary of the SE- $\frac{1}{4}$ of NW- $\frac{1}{4}$ to the southeast corner thereof, thence east along the north boundary of the W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ of SE- $\frac{1}{4}$ to the northeast corner thereof; thence south along the east boundary of said W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ of SE- $\frac{1}{4}$ to the southeast corner thereof; thence east along the north boundary of the SW- $\frac{1}{4}$ of SE- $\frac{1}{4}$ to the northeast corner thereof; thence continue east along the north boundary of the SE- $\frac{1}{4}$ of SE- $\frac{1}{4}$ a distance of 518.73 feet; thence south 1°42'28" east 1,324.58 feet, more or less, to a point on the south boundary of Section 34 lying 550.93 feet east of the southwest corner of

the SE- $\frac{1}{4}$ of SE- $\frac{1}{4}$, said south boundary also being the north boundary of Section 3, Township 30 South, Range 25 East; thence south 88°57'43" west along said south boundary approximately 1,460 feet to a point lying 350.00 feet west of the northwest corner of the NE- $\frac{1}{4}$ of NE- $\frac{1}{4}$ of Section 3, Township 30 South, Range 25 East; thence north 50°40'17" west 1,204.88 feet, thence north 01°22'29" west 3,248.13 feet to a point on the south boundary of the NE- $\frac{1}{4}$ of NW- $\frac{1}{4}$ of Section 34, thence south 89°20'54" west along said south boundary 500.00 feet to a point lying 1,625.00 feet east of the west boundary of Section 34, thence north 01°22'29" west, parallel with said west boundary of Section 34 a distance of 1,157.9 feet, more or less, to the point of beginning.

Less:

Warranty Deed to 91 Mine Road, LLC, as recorded in O.R. Book 9546, Page 1096, Public records of Polk County, Florida.

Section 35: The N- $\frac{1}{2}$ of NE- $\frac{1}{4}$ of NE- $\frac{1}{4}$ LESS that part of the west 400 feet thereof lying south of the mid-channel of Peace Creek (River) (as such mid-channel existed on June 30, 1978); and

That part of the west 365 feet of the SW- $\frac{1}{4}$ of SW- $\frac{1}{4}$ lying north of the right-of-way for State Road 60 (as such right-of-way existed on December 16, 1977); and

Part of the SW- $\frac{1}{4}$ of SW- $\frac{1}{4}$ described as: commencing at the northwest corner of the SW- $\frac{1}{4}$ of SW- $\frac{1}{4}$, run thence north 89°52'41" east 365.0 feet to the POINT OF BEGINNING, thence continue north 89°52'41" east 528.45 feet, thence south 00°40'45" east 1267.68 feet, to the north right-of-way line of State Road 60 (as such right-of-way line existed on January 4, 1980), thence west along said north right-of-way line of State Road 60 to a point south of the point of beginning and 365 feet east of the west boundary of the SW- $\frac{1}{4}$ of SW- $\frac{1}{4}$, thence north 00°40'45" west 1,266.80 feet, more or less, to the point of beginning; and

Begin 25 feet North of the Southeast corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 35, Township 29 South, Range 25 East, thence run North 635 feet, West 510 feet, South 485 feet, East 400 feet, South 150 feet, and East 110 feet to point of beginning.

Section 36: All LESS that part of the SE- $\frac{1}{4}$ of SE- $\frac{1}{4}$ described as: commence at the northeast corner of Section 1, Township 30 South, Range 25 East (said corner being on the south boundary of Section 36, Township 29 South, Range 25 East, at a point 736.80 feet west of the southeast corner of Section 36), run thence south along the east section line of Section 1 a distance of 2.35 feet, thence south 89°31'30" west 115.20 feet, thence running from Section 1 into Section 36, north 0°28'30" west 400 feet to a POINT OF BEGINNING, continue thence north 0°28'30" west 400 feet, thence north 89°31'30" east 500 feet,

thence south 0°28'30" east 400 feet, thence south 89°31'30" west 500 feet to point of beginning.

And Less,

A 2.0 acre, more or less, parcel of land lying in the SE-¼ of Section 36, Township 29 South, Range 25 East, Polk County, Florida, all lying north of State Road No. 60, south of State Borrow Pit No. 4 and east of the Haul Route to said Borrow Pit No. 4, said parcel explicitly described as follows:

Commence at the northeast corner of Section 1, Township 30 South, Range 25 East, thence on the township line thereof south 89°32'40" west a distance of 75.21 feet; thence departing said township line north 00°28'30" west a distance of 129.62 feet to a point on the north right-of-way line of State Road No. 60 and the POINT OF BEGINNING; thence north 00°28'30" west a distance of 268.00 feet; thence north 89°31'30" east a distance of 325.07 feet; thence south 00°28'30" east a distance of 268.00 feet to a point on the north right-of-way line of said State Road No. 60; thence on said right-of-way line south 89°31'30" west a distance of 325.07 feet to the POINT OF BEGINNING.

And Less:

Less and Except Right-of-Way dedicated to City of Bartow as described in City of Bartow Ordinance No. 2012-01 Polk County O.R. Book 08570 Page 0661, Public records of Polk County, Florida.

And Less:

Warranty Deed to Florida Department of Transportation as recorded in O.R. Book 8203, Page 823, Public records of Polk County, Florida.

And Less:

Special Warranty Deed to Polk State College Foundation, Inc, as recorded in O.R. Book 8221, Page 204, Public records of Polk County, Florida.

In Township 30 South, Range 25 East, Polk County, Florida:

Section 1: That part of the E-½ lying south of the Connersville-Garfield Road; and the S ¼ of the SW ¼.

And

That part of the NW-¼ lying North of Connersville-Garfield Road as described in Official Records Book 2848, Page 1328 of the public records of Polk County, Florida, LESS that part included in a parcel described as: Begin at the Northeast corner of the W-½ of NW-¼ of NW-¼ of Section 1, run thence West to the Northwest corner of the E-½ of NE-¼ of NE-¼ of Section 2, Township 30 South, Range 25 East, thence South

660 feet, thence Northeast to a point lying 120 feet South of the Point of Beginning, thence North 120 feet to the Point of Beginning;

That part of the S- $\frac{1}{2}$ of SE- $\frac{1}{4}$ of NE- $\frac{1}{4}$ and that part of the SW- $\frac{1}{4}$ of NE- $\frac{1}{4}$ lying North of Connerville-Garfield Road;

The West 560 feet of the NW- $\frac{1}{4}$ of NE- $\frac{1}{4}$; AND

That part of the NW- $\frac{1}{4}$ of NE- $\frac{1}{4}$ described as: Begin 560 feet East of the Southwest corner of the NW- $\frac{1}{4}$ of NE- $\frac{1}{4}$ (said corner also being the Southwest corner of U.S. Government Lot 2 of the NE- $\frac{1}{4}$ of Section 1), run thence North 873 feet, thence East 760 feet, thence South 873 feet, thence West 760 feet to the Point of Beginning.

LESS AND EXCEPT right-of-way for State Road 60.

LESS AND EXCEPT Parcels 'A', 'B' and 'C'.

PARCEL 'A':

That part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 1 described as follows: Commence at the Northeast corner of Section 1; thence N89°58'05"W, along the North boundary of Section 1, a distance of 1309.80 feet to the Northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 1 and to the Point of Beginning; thence continue N89°58'05"W, along the North boundary of Section 1, a distance of 822.53 feet to a point being 2132.33 feet West of the Northeast corner of said Section 1; thence S00°53'05"E, 773.10 feet to a point on a line lying 773 feet South of and parallel to the North boundary of said Section 1; thence S89°58'05"E, along said line, 810.15 feet, more or less, to the East boundary of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence N00°02'03"E, along said East boundary, 773.00 feet to the Point of Beginning.

PARCEL 'B':

That part of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 1 described as follows: Commence at the Northeast corner of Section 1; thence N89°58'05"W, along the North boundary of Section 1, a distance of 1309.80 feet to the Northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 1; thence S00°02'03"W, along the East boundary of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$, a distance of 768.45 feet to the North boundary of the South 873 feet of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ and to the Point of Beginning; thence continue S00°02'03"W, along the East boundary of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$, a distance of 245.04 feet; thence N89°57'57"W, 5.98 feet; thence S00°11'25"W, 98.53 feet; thence S89°57'57"E, 6.24 feet to the East boundary of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S00°02'03"W, 529.44 feet to the Southeast corner of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence S89°40'57"E, along the South boundary of N $\frac{1}{2}$ of NE $\frac{1}{4}$, a distance of 7.26 feet to the East boundary of the West 1320 feet of said N $\frac{1}{2}$ of NE $\frac{1}{4}$; thence N00°08'12"E, along said East boundary, 873.00 feet to the North boundary of the South 873 feet of said N $\frac{1}{2}$ of NE $\frac{1}{4}$; thence

N89°40'57"W, along said North boundary, 8.83 feet to the Point of Beginning.

PARCEL 'C':

That part of the NE $\frac{1}{4}$ of Section 1 described as follows: Commence at the Northeast corner of Section 1; thence N89°58'05"W, along the North boundary of said Section 1, a distance of 1309.80 feet to the Northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 1; thence S00°02'03"W, along the East boundary of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$, a distance of 1634.32 feet to the Point of Beginning; thence N89°40'57"W, 18.57 feet; thence S00°52'02"E, 667.51 feet; thence S89°41'20"E, 8.07 feet to the Northwest corner of the S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence N00°02'03"E, along the West boundary of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 667.38 feet to the Point of Beginning.

And Less and except that portion of the NW- $\frac{1}{4}$ of Section 1, Township 30 South, Range 25 East described on attached Exhibit A-1.

Exhibit A-1

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1, AND RUN ALONG THE NORTH BOUNDARY THEREOF OF N-89°58'05"-W, 2059.58 FEET; THENCE S-00°08'12"-W, 58.40 FEET TO A POINT ON THE SOUTH BOUNDARY OF STATE ROAD 60; THENCE ALONG SAID SOUTH BOUNDARY S-89°51'44"-W, 880.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH BOUNDARY THE FOLLOWING TWO (2) COURSES: CONTINUING S-89°51'44"-W, 299.02 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 5779.58 FEET, A CENTRAL ANGLE/DELTA OF 03°32'32", A CHORD DISTANCE OF 357.26 FEET; A CHORD BEARING OF N-88°22'00"-W, FOR AN ARC DISTANCE OF 357.31 FEET; THENCE ALONG A NON-RADIAL LINE S-00°00'00"-E, 310.18 FEET; THENCE ALONG A NON-RADIAL LINE N-90°00'00"-E, 769.00 FEET TO A POINT ON CURVE THE RADIUS POINT FOR WHICH BEARS N-62°02'52"-E; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 537.90 FEET, A CENTRAL ANGLE/DELTA OF 27°48'52", A CHORD DISTANCE OF 258.57 FEET, A CHORD BEARING OF N-14°02'42"-W, FOR AN ARC DISTANCE OF 261.13 FEET TO A POINT OF TANGENT REVERSE CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD DISTANCE OF 70.71 FEET, A CHORD BEARING OF N-45°08'16"-W, FOR AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF BEGINNING.

Section 2: That part of the W- $\frac{1}{2}$ lying south of the Connersville-Garfield Road; and that part of the W- $\frac{1}{4}$ of E- $\frac{1}{2}$ lying south of the Connersville-

Garfield Road; and the S- $\frac{1}{4}$ of E- $\frac{3}{4}$ of SE- $\frac{1}{4}$; and that part of the N- $\frac{3}{4}$ of E- $\frac{3}{4}$ of SE- $\frac{1}{4}$ lying west of the following described line: Begin at the northwest corner of said N- $\frac{3}{4}$ of E- $\frac{3}{4}$ of SE- $\frac{1}{4}$, thence southeasterly to the Point of Termination at the southwest corner of the NE- $\frac{1}{4}$ of SE- $\frac{1}{4}$ of SE- $\frac{1}{4}$; and that part of the NW- $\frac{1}{4}$ of NW- $\frac{1}{4}$ lying north of the Connersville-Garfield and south of State Road 60 and west of the following described line:

Commence at the northeast corner of the NW- $\frac{1}{4}$ of Section 2 and run thence north 0°31'31" east 11.37 feet to the centerline of State Road 60, thence south 88°54'14" west along said centerline 669.01 feet to the point of intersection with the north boundary of the NW- $\frac{1}{4}$ of Section 2, thence continue south 89°55'42" west along the road centerline 996.51 feet, thence south 00°04'18" east 33 feet to the south right-of-way line of State Road 60 and the northeast corner of property described in a deed recorded in Official Records Book 343, Page 468, public records of Polk County, Florida, thence south 89°55'42" west along the south right-of-way line of State Road 60 and the north boundary of the property described in Official Records Book 343, page 468, a distance of 386.42 feet to the Point of Beginning at the northwest corner of the property described in Official Records Book 343, page 468, thence south 00°22'22" west, parallel with the west boundary of Section 2 a distance of 756.53 feet to the Point of Termination on the north right-of-way line of Connersville-Garfield Road.

And

That part of the E- $\frac{1}{2}$ of NE- $\frac{1}{4}$ of NE- $\frac{1}{4}$ lying North of Connersville-Garfield Road (Official Records Book 2848, page 1328, and Official Records Book 2888, page 808) and East of the canal (as such canal existed on December 15, 1980), LESS that part of the following described lands within Section 2: Begin at the Northeast corner of the W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ of NW- $\frac{1}{4}$ of Section 1, Township 30 South, Range 25 East, run thence West to the Northwest corner of the E- $\frac{1}{2}$ of NE- $\frac{1}{4}$ of NE- $\frac{1}{4}$ of Section 2, Township 30 South, Range 25 East, thence South 660 feet, thence Northeast to a point lying 120 feet South of the Point of Beginning

Section 3: The NE- $\frac{1}{4}$ of NE- $\frac{1}{4}$; LESS right-of-way of State Road 60 and LESS right-of-way of Connersville-Garfield Road.

and,

That part of the east 350 feet of the NW- $\frac{1}{4}$ of NE- $\frac{1}{4}$ lying north of the right-of-way of State Road 60 (as such right-of-way existed on February 1, 1982);

and,

The S- $\frac{1}{2}$ of SE- $\frac{1}{4}$;

and,

The SE-¼ of NE-¼, the NE-¼ of SE-¼, and the NW-¼ of SE-¼, all LESS that part of the SE-¼ of NE-¼ and of the NE-¼ of SE-¼ described as: begin 140.49 feet south of the northwest corner of the SE-¼ of NE-¼, run thence south 26°27' east 1,104.12 feet, thence south 48°31'22" west 656.41 feet to a point on the west boundary line of the NE-¼ of SE-¼, thence north along said west boundary line and along the west boundary line of the SE-¼ of NE-¼ a distance of 1,423.11 feet to the point of beginning, and LESS that part of the NW-¼ of SE-¼ described as: begin at the northeast corner of the NW-¼ of SE-¼, run thence south 243.60 feet, thence south 48°31'22" west 457.91 feet to a point on the north right-of-way line of the Seaboard Coast Line Railroad Company (formerly Seaboard Air Line Railroad Company and now CSX Transportation, Inc.) (as such right-of-way line existed on April 15, 1969), thence northwesterly along said north right-of-way line to the west boundary line of the NW-¼ of SE-¼, thence north to the northwest corner of the NW-¼ of SE-¼, thence east to the point of beginning.

and,

That part of the SW-¼ lying south of the right-of-way of the Seaboard Cost Line Railroad Company (formerly Seaboard Air Line Railroad Company and now CSX Transportation, Inc.) (as such right-of-way existed on April 15, 1969), LESS that part of the W-½ of SW-¼ described as follows:

BEGIN at the southwest corner of Section 3, being Point No. 800; thence N 00°09'23" W 2532.23 feet along the west boundary of Section 3 to Point No. 2258, continuing thence from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>2258</u>	<u>S 88 59 58 E</u>	<u>1084.29</u>	<u>2259</u>
<u>2259</u>	<u>S 00 05 26 E</u>	<u>645.86</u>	<u>2260</u>
<u>2260</u>	<u>S 45 01 45 W</u>	<u>709.40</u>	<u>2261</u>
<u>2261</u>	<u>S 18 28 48 E</u>	<u>168.49</u>	<u>2262</u>
<u>2262</u>	<u>S 47 44 50 E</u>	<u>452.64</u>	<u>2263</u>
<u>2263</u>	<u>S 12 48 05 E</u>	<u>856.43</u>	<u>2264</u>

Point No. 2264 being on the south boundary of Section 3; thence S86°41'25W 1156.49 feet to the POINT OF BEGINNING, being Point No. 800.

Section 9:The E-½ of NE-¼ of SE-¼, and the NE-¼ of SE-¼ of SE-¼.

Section 10:ll LESS that part of the S-¼ of SW-¼ described as: begin at the southwest corner of said Section 10, then run north 1°10'20" east along the west boundary thereof 629.13 feet, then south 89°44'14" east

1,219.43 feet, then south 32°00'00" west 745.95 feet to the south boundary of said section, then north 89°18'42" west along said south boundary 836.52 feet to the point of beginning; and LESS that part of the W-³/₄ described as follows:

BEGIN at the northwest corner of Section 10, being Point No. 800; thence N 86°41'25E 1156.49 feet along the north boundary of Section 10 to Point No. 2264; continuing thence from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>2264</u>	<u>S 14 03 53 E</u>	<u>2494.34</u>	<u>6003</u>
<u>6003</u>	<u>S 15 01 28 E</u>	<u>162.80</u>	<u>4606</u>
<u>4606</u>	<u>N 85 38 50 E</u>	<u>777.34</u>	<u>4607</u>
<u>4607</u>	<u>S 30 01 46 W</u>	<u>1256.69</u>	<u>4608</u>
<u>4608</u>	<u>S 63 29 37 E</u>	<u>87.39</u>	<u>4609</u>
<u>4609</u>	<u>N 31 49 55 E</u>	<u>735.64</u>	<u>4610</u>
<u>4610</u>	<u>N 77 55 52 E</u>	<u>186.52</u>	<u>4611</u>
<u>4611</u>	<u>S 30 38 15 E</u>	<u>2304.72</u>	<u>4612</u>
<u>4612</u>	<u>S 00 52 29 W</u>	<u>144.08</u>	<u>1820</u>

Point No. 1820 being on the south boundary of Section 10; thence N 89°50'00" W 1353.15 feet along the south boundary of Section 10 to Point No. 1821; continuing thence from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>1821</u>	<u>N 02 50 45 E</u>	<u>572.84</u>	<u>4709</u>
<u>4709</u>	<u>N 14 54 42 W</u>	<u>187.31</u>	<u>4708</u>
<u>4708</u>	<u>N 46 06 03 W</u>	<u>353.34</u>	<u>4707</u>
<u>4707</u>	<u>N 69 34 12 W</u>	<u>335.18</u>	<u>4706</u>
<u>4706</u>	<u>N 27 32 34 E</u>	<u>267.29</u>	<u>4705</u>
<u>4705</u>	<u>N 61 08 56 W</u>	<u>68.39</u>	<u>4704</u>
<u>4704</u>	<u>S 29 59 46 W</u>	<u>370.64</u>	<u>4703</u>
<u>4703</u>	<u>N 86 37 45 W</u>	<u>1632.62</u>	<u>4702</u>
<u>4702</u>	<u>N 01 53 38 W</u>	<u>1122.61</u>	<u>4701</u>
<u>4701</u>	<u>N 29 28 56 W</u>	<u>131.48</u>	<u>6024</u>

Point No. 6024 being on the west boundary of Section 10; thence N00°32'15" E 2640.70 feet along the west boundary of Section 10 to the POINT OF BEGINNING, being Point No. 800.

Section 11:All.

Section 12:All LESS the SE-¹/₄.

Section 14:(a) The W-³/₄;

(b) The N-1/2 of NE-1/4 of NE-1/4; and

(c) That part of the S-3/4 of E-1/2 of SE-1/4 described as: begin at the northwest corner of the S-3/4 of E-1/2 of SE-1/4, run thence east along the north boundary of said S-3/4 of E-1/2 of SE-1/4 a distance of 41.80 feet, thence southeasterly to a point on the south boundary of the SE-1/4 of SE-1/4 located 500 feet east of the southwest corner of the SE-1/4 of SE-1/4, thence west 500 feet to the southwest corner of the SE-1/4 of SE-1/4, thence north 1,989.77 feet to the point of beginning.

Section 15:All LESS that part of the NW-1/4 of NW-1/4 of Section 15 described as follows: begin at the northwest corner of Section 15 and run south 89°18'42" east, along the north boundary of said section, 836.52 feet to a point which lies 200.00 feet northwesterly of an existing mine road; thence south 32°00'00" west, parallel with and 200.00 feet distant from said mine road, 1,287.52 feet, to a point which lies 1,100.00 feet south of the north boundary of said section; thence north 89°18'42" west, parallel with the north boundary of said section 166.34 feet to the west boundary of said section; thence north 0°37'58" east, 1,100.00 feet along said boundary to the point of beginning.

and LESS that part described as follows:

From point No. 125 at the northwest corner of Section 15, run S 89°50'00" E 2464.09 feet along the north boundary of Section 15 to the POINT OF BEGINNING, being Point No. 1821, not monumented; continuing thence from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>1821</u>	<u>S 02 50 45 W</u>	<u>992.09</u>	<u>4710</u>
<u>4710</u>	<u>S 39 11 59 W</u>	<u>1218.15</u>	<u>4711</u>
<u>4711</u>	<u>S 47 13 16 W</u>	<u>1350.17</u>	<u>4712</u>
<u>4712</u>	<u>S 01 38 03 E</u>	<u>2598.55</u>	<u>4713</u>

Point No. 4713 being on the south boundary of Section 15; thence N 88°30'26" E 1616.60 feet along the south boundary of Section 15 to Point No. 1825; continuing thence from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>1825</u>	<u>N 01 09 07 W</u>	<u>62.39</u>	<u>4617</u>
<u>4617</u>	<u>N 88 41 05 W</u>	<u>784.21</u>	<u>4616</u>
<u>4616</u>	<u>N 04 24 14 W</u>	<u>87.26</u>	<u>4615</u>
<u>4615</u>	<u>N 86 14 45 E</u>	<u>565.11</u>	<u>4614</u>
<u>4614</u>	<u>N 20 50 17 E</u>	<u>4749.68</u>	<u>4613</u>
<u>4613</u>	<u>N 00 52 28 E</u>	<u>760.02</u>	<u>1820</u>

Point No. 1820 being on the north boundary of Section 15; thence N 89°50'00" W 1353.15 feet along the north boundary of Section 15 to the POINT OF BEGINNING, being Point No. 1821.

Section 16:(a) The east 1,150 feet of the NE-¼ LESS the north 1,100 feet thereof;

(b) That part of the S-½ of NE-¼ described as follows: begin at the southwest corner of said NE-¼, and run north 0°19'15" east, along the west boundary thereof, 200.06 feet; thence north 88°56'33" east, parallel with the south boundary of said NE-¼, 943.01 feet, to a point which lies 1,700.00 feet from the east boundary of said NE-¼, thence north 69°08'19" east, 590.31 feet to a point which lies 1,150.00 feet from the east boundary of said NE-¼; thence south 0°37'58" west, parallel with said east boundary, 400.17 feet to the south boundary of said NE-¼; thence south 88°56'33" west, along said south boundary, 1,491.42 feet to the point of beginning;

(c) The south 200 feet of the E-¼ of NW-¼; and

(d) The S-½, including HIGH PINES SUBDIVISION, Plat Book 10, page 24 (now vacated by Resolution of the Board of County Commissioners of Polk County, Florida dated February 16, 1965, Official Records Book 902, page 545).

LESS that part described in deed to Orange Cogeneration Limited Partnership from IMC-Agrico Company dated October 12, 1993 recorded in Official Records Book 3297, page 1303 and LESS that part described in deed to Orange-Co of Florida, Inc. from IMC-Agrico Company dated June 3, 1996 recorded in Official Records Book 3694, page 822.

Section 20:(a) That part of the NE-¼ of NE-¼ of NE-¼ described as: begin at the northeast corner of Section 20, run thence south 00°56'25" east along the east line of Section 20 a distance of 142 feet, more or less, to the centerline of the channel of Six Mile Creek, thence westerly following the centerline 241 feet, more or less, to a point on the easterly right-of-way line of Six Mile Creek, thence north 00°43'00" west 45 feet, more or less, to the northerly right-of-way line of Six Mile Creek, thence south 89°17'00" west 335 feet to the easterly right-of-way line of State Road 35 (U.S. 17 and U.S. 98), thence north 00°43'00" west along said right-of-way line 28.07 feet, thence northeasterly 177.89 feet to a point on the north line of Section 20 lying 431.66 feet west of the northeast corner of Section 20, thence north 89°21'35" east along the north line 431.66 feet to the point of beginning (all as such creek and road existed on October 21, 1980);

(b) That part of the NE-¼ of NE-¼ of NE-¼ described as: begin at the southeast corner of the NE-¼ of NE-¼ of NE-¼, run south 89°21'35" west along the south boundary of the NE-¼ of NE-¼ of NE-¼ a distance

of 575.60 feet to the east right-of-way line of State Road 35 (U.S. 17 and U.S. 98) (as such right-of-way existed on December 5, 1978), thence north 0°43'00" west along the east right-of-way line 421.90 feet, thence north 89°17'00" east along the south right-of-way line of Six Mile Creek 335 feet, thence north 0°43'00" west 90 feet, more or less, to the centerline of the channel of Six Mile Creek (as the same existed on January 9, 1969, and as portrayed on a survey of that date prepared by L.R. Isbell and Associates, Inc., a copy of which is recorded in the public records of Polk County, Florida), thence easterly following the centerline 241 feet, more or less, to a point on the east boundary of the NE-¼ of NE-¼ of NE-¼, thence south 0°56'25" east along the east boundary 518 feet, more or less, to the point of beginning;

(c) That part of the north 200 feet of the SE-¼ of NE-¼ of NE-¼ lying east of U.S. Highway 17 (as such highway existed on April 15, 1969);

Section 21:(a) The N-½ LESS the west 198 feet of the N-½ of SW-¼ of NW-¼;

(b) That part of the west 198 feet of the N-½ of SW-¼ of NW-¼ described as: begin 107.5 feet east of the northwest corner of the N-½ of SW-¼ of NW-¼, run thence east 90.5 feet, thence south 660 feet, more or less, to the south boundary of the N-½ of SW-¼ of NW-¼, thence west 18 feet, more or less, to the easterly right-of-way line of the Seaboard Coast Line Railroad Company's (formerly Seaboard Air Line Railroad Company and now CSX Transportation, Inc.) Clear Springs spur track (as such track existed on April 15, 1969), thence northwesterly along the right-of-way of said spur track 335 feet, more or less, to a point 35 feet east, at a right angle, of the centerline of the Seaboard Coast Line Railroad Company (now CSX Transportation, Inc.) main track (as such track existed on April 15, 1969), thence north and parallel to said main track to the point of beginning;

(c) That part of the S-½ lying east of U.S. Highway 17 (as such road existed on April 15, 1969) LESS those parts of the E-½ of SE-¼ described as follows:

From Point No. 126 at the northeast corner of Section 21, run S 00°12'06" E 2695.41 feet along the east boundary of Section 21 to the POINT OF BEGINNING, being Point No. 1830; continuing thence from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
1830	S 83 07 29 W	190.07	4722
4722	S 45 28 20 W	961.13	4723
4723	S 10 47 43 E	316.60	4724
4724	S 84 48 36 E	607.99	4725
4725	S 62 22 16 E	240.68	4726

Point No. 4726 being on the east boundary of Section 21; thence N 00°12'06"W 1174.38 feet along the east boundary of Section 21 to the POINT OF BEGINNING, being Point No. 1830.

AND

From Point No. 126 at the northeast corner of Section 21, run S 00°12'06"E 4055.29 feet along the east boundary of Section 21 to the POINT OF BEGINNING, being Point No. 4727; continuing thence from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4727</u>	<u>S 78 24 04 W</u>	<u>466.93</u>	<u>4728</u>
<u>4728</u>	<u>S 15 05 22 E</u>	<u>818.21</u>	<u>4729</u>
<u>4729</u>	<u>S 00 30 05 W</u>	<u>345.26</u>	<u>2123</u>

Point No. 2123 being on the south boundary of Section 21; thence N 89°36'16" E 251.74 feet along the south boundary of Section 21 to the southeast corner thereof, being Point No. 36; thence N 00°12'06" W 1227.40 feet along the east boundary of Section 21 to the POINT OF BEGINNING, being Point No. 4727.

Section 22: All LESS that part of the W-½ described as follows:

From Point No. 126 at the northwest corner of Section 22, run N 88°30'26"E 932.21 feet along the north boundary of Section 22 to the POINT OF BEGINNING, being Point No. 1824, not monumented; continuing thence from point to point as follows:

FROM BEARING DISTANCE TO

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>1824</u>	<u>S 29 36 27 E</u>	<u>65.19</u>	<u>4715</u>
<u>4715</u>	<u>S 74 15 43 W</u>	<u>264.54</u>	<u>4716</u>
<u>4716</u>	<u>S 48 41 46 W</u>	<u>242.41</u>	<u>4717</u>
<u>4717</u>	<u>S 02 47 29 W</u>	<u>201.24</u>	<u>4718</u>
<u>4718</u>	<u>S 15 39 19 E</u>	<u>1198.46</u>	<u>4719</u>
<u>4719</u>	<u>S 06 00 01 W</u>	<u>413.26</u>	<u>4720</u>
<u>4720</u>	<u>S 36 55 10 W</u>	<u>784.26</u>	<u>4721</u>
<u>4721</u>	<u>S 83 07 29 W</u>	<u>319.49</u>	<u>1830</u>

Point No. 1830 being on the west boundary of Section 22; thence S 00°12'06"E 2587.28 feet along the west boundary of Section 22 to the southwest corner thereof, being Point No. 36, thence N 88°53'27"E 1689.67 feet along the south boundary of Section 22 to Point No. 4624; continuing thence from point to point as follows:

<u>FROM</u> (Point)	<u>BEARING</u> (°, ', & ")	<u>DISTANCE</u> (feet)	<u>TO</u> (Point)
<u>4624</u>	<u>N 20 31 17 W</u>	<u>1369.72</u>	<u>4623</u>
<u>4623</u>	<u>N 02 38 45 W</u>	<u>277.30</u>	<u>4622</u>
<u>4622</u>	<u>N 22 19 49 E</u>	<u>492.97</u>	<u>4621</u>
<u>4621</u>	<u>N 90 00 00 E</u>	<u>194.20</u>	<u>4620</u>
<u>4620</u>	<u>N 15 28 00 E</u>	<u>2213.15</u>	<u>4619</u>
<u>4619</u>	<u>N 64 50 09 E</u>	<u>214.01</u>	<u>4618</u>
<u>4618</u>	<u>N 01 09 07 W</u>	<u>1071.84</u>	<u>1825</u>

Point No. 1825 being on the north boundary of Section 22; thence S 88°30'26"W 1427.42 feet along the north boundary of Section 22 to the POINT OF BEGINNING, being Point No. 1824.

And Less

That part of the SW-¼ of Section 22 lying within the following described parcel:

From Point No. 462 at the southeast corner of Section 27, Township 30 South, Range 25 East, run S 89°39'22" W 1832.00 feet along the south boundary of Section 27 to the POINT OF BEGINNING, being Point No. 4805; continuing thence from point to point as follows:

<u>FROM</u> (Point)	<u>BEARING</u> (°, ', & ")	<u>DISTANCE</u> (feet)	<u>TO</u> (Point)
<u>4805</u>	<u>N 00 33 34 W</u>	<u>2057.55</u>	<u>4804</u>
<u>4804</u>	<u>N 87 53 12 W</u>	<u>595.54</u>	<u>4803</u>
<u>4803</u>	<u>N 22 46 02 W</u>	<u>1290.50</u>	<u>2514</u>
<u>2514</u>	<u>N 29 21 06 E</u>	<u>279.28</u>	<u>4801</u>
<u>4801</u>	<u>N 00 53 22 W</u>	<u>3696.80</u>	<u>2532</u>
<u>2535</u>	<u>N 86 33 54 W</u>	<u>918.49</u>	<u>4620</u>

Point No. 4620 being on the easterly line of the conservation easement conveyed by IMC Fertilizer, Inc., to the Board of Trustees of the Internal Improvement Fund of the State of Florida under instrument dated January 10, 1989; continuing thence along the easterly line of the conservation easement from point to point as follows:

<u>FROM</u> (Point)	<u>BEARING</u> (°, ', & ")	<u>DISTANCE</u> (feet)	<u>TO</u> (Point)
<u>4620</u>	<u>S 90 00 00 W</u>	<u>194.20</u>	<u>4621</u>
<u>4621</u>	<u>S 22 19 49 W</u>	<u>492.97</u>	<u>4622</u>
<u>4622</u>	<u>S 02 38 45 E</u>	<u>277.30</u>	<u>4623</u>
<u>4623</u>	<u>S 20 31 17 E</u>	<u>1369.72</u>	<u>4624</u>
<u>4624</u>	<u>N 88 53 27 E</u>	<u>520.00</u>	<u>4625</u>

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4625</u>	<u>S 05 05 06 E</u>	<u>227.16</u>	<u>4626</u>
<u>4626</u>	<u>S 14 38 52 W</u>	<u>377.26</u>	<u>4627</u>
<u>4627</u>	<u>S 35 45 27 W</u>	<u>257.55</u>	<u>4628</u>
<u>4628</u>	<u>S 12 17 35 W</u>	<u>411.43</u>	<u>4629</u>
<u>4629</u>	<u>S 12 25 31 E</u>	<u>503.80</u>	<u>4630</u>
<u>4630</u>	<u>S 01 17 37 W</u>	<u>279.07</u>	<u>4631</u>
<u>4631</u>	<u>S 32 12 11 E</u>	<u>1026.99</u>	<u>4632</u>
<u>4632</u>	<u>S 63 06 06 E</u>	<u>176.83</u>	<u>4633</u>
<u>4633</u>	<u>S 13 38 08 E</u>	<u>215.06</u>	<u>4634</u>
<u>4634</u>	<u>S 38 46 29 W</u>	<u>116.72</u>	<u>4635</u>
<u>4635</u>	<u>N 75 15 05 W</u>	<u>294.61</u>	<u>4636</u>
<u>4636</u>	<u>S 19 39 23 E</u>	<u>295.20</u>	<u>4637</u>
<u>4637</u>	<u>S 52 09 41 E</u>	<u>595.01</u>	<u>4638</u>
<u>4638</u>	<u>S 01 55 43 W</u>	<u>98.06</u>	<u>4639</u>
<u>4639</u>	<u>N 69 29 50 W</u>	<u>365.45</u>	<u>4640</u>
<u>4640</u>	<u>S 82 16 04 W</u>	<u>914.21</u>	<u>4641</u>
<u>4641</u>	<u>S 00 42 51 E</u>	<u>730.06</u>	<u>4642</u>
<u>4642</u>	<u>S 61 58 08 E</u>	<u>342.59</u>	<u>4943</u>
<u>4643</u>	<u>S 01 03 32 E</u>	<u>509.48</u>	<u>2510</u>

Point No. 2510 being on the south boundary of Section 27; thence N 88°17'14" E 679.22 feet along the south boundary of Section 27 to Point No. 461 at the southeast corner of the SW-¼ of Section 27; thence N 89°39'22" E 816.66 feet along the south boundary of Section 27 to the POINT OF BEGINNING, being Point No. 4805.

Section 23:(a) The W-¾ LESS one acre in the northeast corner of the SE-¼ of SW-¼;

(b) The SE-¼ of SE-¼;

(c) The S-¾ of NE-¼ of SE-¼; and

(d) The west 500 feet of the E-½ of NE-¼, and the west 500 feet of the N-¼ of NE-¼ of SE-¼; all LESS that part thereof described as: begin at the northeast corner of the west 500 feet of the E-¼ of said Section 23, and run south 0°02'13" west, parallel with the west boundary of the E-¼, 2,985.73 feet to the south boundary of the N-¼ of NE-¼ of SE-¼ to a concrete monument; thence run south 89°49'17" west, along said boundary, 178.80 feet to a concrete monument; thence northerly, following the east rim of an existing ditch, the following courses and distances: north 1°37'10" west, 190.63 feet; north 5°08'09" east, 80.39 feet; north 2°26'12" east, 126.67 feet; north 9°00'59" west, 178.83 feet to the east boundary of the west 300 feet of said E-¼ of said section; thence north 0°02'13" east, along said boundary 102.36 feet; north 9°19'06" east, 580.91 feet; north 1°52'49" east, 395.88 feet; north 2°22'21" west

1,342.24 feet to a concrete monument on the north boundary of Section 23; thence run north 89°57'16" east, along said boundary, 150.00 feet to the point of beginning.

Section 24: The SW-¼.

Section 25: The W-¼.

Section 26: All.

Section 27: All LESS those parts of the W-½ of SE-¼ and the W-½ described as follows:

BEGIN at the northwest corner of Section 27, being Point No. 36; thence N 88°53'27"E 2209.67 feet along the north boundary of Section 27 to Point No. 4625; continuing thence form point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4625</u>	<u>S 05 05 06 E</u>	<u>227.16</u>	<u>4626</u>
<u>4626</u>	<u>S 14 38 52 W</u>	<u>377.26</u>	<u>4627</u>
<u>4627</u>	<u>S 35 45 27 W</u>	<u>257.55</u>	<u>4628</u>
<u>4628</u>	<u>S 12 17 35 W</u>	<u>411.43</u>	<u>4629</u>
<u>4629</u>	<u>S 12 25 31 E</u>	<u>503.80</u>	<u>4630</u>
<u>4630</u>	<u>S 01 17 37 W</u>	<u>279.07</u>	<u>4631</u>
<u>4631</u>	<u>S 32 12 11 E</u>	<u>1026.99</u>	<u>4632</u>
<u>4632</u>	<u>S 63 06 06 E</u>	<u>176.83</u>	<u>4633</u>
<u>4633</u>	<u>S 13 38 08 E</u>	<u>215.06</u>	<u>4634</u>
<u>4634</u>	<u>S 38 46 29 W</u>	<u>116.72</u>	<u>4635</u>
<u>4635</u>	<u>N 75 15 05 W</u>	<u>294.61</u>	<u>4636</u>
<u>4636</u>	<u>S 19 39 23 E</u>	<u>295.20</u>	<u>4637</u>
<u>4637</u>	<u>S 52 09 41 E</u>	<u>595.01</u>	<u>5638</u>
<u>4638</u>	<u>S 01 55 43 W</u>	<u>98.06</u>	<u>4639</u>
<u>4639</u>	<u>N 69 29 50 W</u>	<u>365.45</u>	<u>4640</u>
<u>4640</u>	<u>S 82 16 04 W</u>	<u>914.21</u>	<u>4641</u>
<u>4641</u>	<u>S 00 42 51 E</u>	<u>730.06</u>	<u>4642</u>
<u>4642</u>	<u>S 61 58 08 E</u>	<u>342.59</u>	<u>4643</u>
<u>4643</u>	<u>S 01 03 32 E</u>	<u>509.48</u>	<u>1831</u>

Point No. 1831 being on the south boundary of Section 27; thence S 88°17'14"W 1968.00 feet along the south boundary of Section 27 to the southwest corner thereof, being Point No. 38; thence N 00°43'35"W 5300.13 feet along the west boundary of Section 27 to the POINT OF BEGINNING, being the northwest corner of Section 27 and Point No. 36.

And LESS

That part of Section 27 lying within the following described parcel:

From Point No. 462 at the southeast corner of Section 27, run S 89°39'22" W 1832.00 feet along the south boundary of Section 27 to the POINT OF BEGINNING, being Point No. 4805; continuing thence from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4805</u>	<u>N 00 33 34 W</u>	<u>2057.55</u>	<u>4804</u>
<u>4804</u>	<u>N 87 53 12 W</u>	<u>595.54</u>	<u>4803</u>
<u>4803</u>	<u>N 22 46 02 W</u>	<u>1290.50</u>	<u>2514</u>
<u>2514</u>	<u>N 29 21 06 E</u>	<u>279.28</u>	<u>4801</u>
<u>4801</u>	<u>N 00 53 22 W</u>	<u>3696.80</u>	<u>2532</u>
<u>2532</u>	<u>N 86 33 54 W</u>	<u>918.49</u>	<u>4620</u>

Point No. 4620 being on the easterly line of the conservation easement conveyed by IMC Fertilizer, Inc., to the Board of Trustees of the Internal Improvement Fund of the State of Florida under instrument dated January 10, 1989; continuing thence along the easterly line of the conservation easement from point to point as follows:

FROM BEARING DISTANCE TO

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4620</u>	<u>S 90 00 00 W</u>	<u>194.20</u>	<u>4621</u>
<u>4621</u>	<u>S 22 19 49 W</u>	<u>492.97</u>	<u>4622</u>
<u>4622</u>	<u>S 02 38 45 E</u>	<u>277.30</u>	<u>4623</u>
<u>4623</u>	<u>S 20 31 17 E</u>	<u>1369.72</u>	<u>4624</u>
<u>4624</u>	<u>N 88 53 27 E</u>	<u>520.00</u>	<u>4625</u>
<u>4625</u>	<u>S 05 05 06 E</u>	<u>227.16</u>	<u>4626</u>
<u>4626</u>	<u>S 14 38 52 W</u>	<u>377.26</u>	<u>4627</u>
<u>4627</u>	<u>S 35 45 27 W</u>	<u>257.55</u>	<u>4628</u>
<u>4628</u>	<u>S 12 17 35 W</u>	<u>411.43</u>	<u>4629</u>
<u>4629</u>	<u>S 12 25 31 E</u>	<u>503.80</u>	<u>4630</u>
<u>4630</u>	<u>S 01 17 37 W</u>	<u>279.07</u>	<u>4631</u>
<u>4631</u>	<u>S 32 12 11 E</u>	<u>1026.99</u>	<u>4632</u>
<u>4632</u>	<u>S 63 06 06 E</u>	<u>176.83</u>	<u>4633</u>
<u>4633</u>	<u>S 13 38 08 E</u>	<u>215.06</u>	<u>4634</u>
<u>4634</u>	<u>S 38 46 29 W</u>	<u>116.72</u>	<u>4635</u>
<u>4635</u>	<u>N 75 15 05 W</u>	<u>294.61</u>	<u>4636</u>
<u>4636</u>	<u>S 19 39 23 E</u>	<u>295.20</u>	<u>4637</u>
<u>4637</u>	<u>S 52 09 41 E</u>	<u>595.01</u>	<u>4638</u>
<u>4638</u>	<u>S 01 55 43 W</u>	<u>98.06</u>	<u>4639</u>
<u>4639</u>	<u>N 69 29 50 W</u>	<u>365.45</u>	<u>4640</u>
<u>4640</u>	<u>S 82 16 04 W</u>	<u>914.21</u>	<u>4641</u>
<u>4641</u>	<u>S 00 42 51 E</u>	<u>730.06</u>	<u>4642</u>
<u>4642</u>	<u>S 61 58 08 E</u>	<u>342.59</u>	<u>4643</u>

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4643</u>	<u>S 01 03 32 E</u>	<u>509.48</u>	<u>2510</u>

Point No. 2510 being on the south boundary of Section 27; thence N 88°17'14" E 679.22 feet along the south boundary of Section 27 to Point No. 461 at the southeast corner of the SW-¼ of Section 27; thence N 89°39'22" E 816.66 feet along the south boundary of Section 27 to the POINT OF BEGINNING, being Point No. 4805.

Section 28: (a) The E-¾ LESS those parts of the E-¼ described as follows:

BEGIN at the northeast corner of Section 28, being Point No. 36; thence S 89° 36' 16" W 251.74 feet along the north boundary of Section 28 to Point. No 2123; continuing thence from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>2123</u>	<u>S 00 30 05 W</u>	<u>111.76</u>	<u>4730</u>
<u>4730</u>	<u>S 18 32 18 E</u>	<u>262.63</u>	<u>4731</u>
<u>4731</u>	<u>S 87 54 36 E</u>	<u>174.00</u>	<u>4732</u>

Point No. 4732 being on the east boundary of Section 28; thence N 00°43'35" W 368.87 feet along the east boundary of Section 28 to the POINT OF BEGINNING, being Point. No. 36.

AND

From Point No. 36 at the northeast corner of Section 28, run S 00°43'35" E 2005.63 feet along the east boundary of Section 28 to the POINT OF BEGINNING, being Point No. 4733; continuing thence from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4733</u>	<u>S 47 38 32 W</u>	<u>1098.36</u>	<u>4734</u>
<u>4734</u>	<u>S 00 32 09 E</u>	<u>631.03</u>	<u>4735</u>
<u>4735</u>	<u>S 28 52 26 E</u>	<u>1744.69</u>	<u>4736</u>

Point No. 4736 being on the east boundary of Section 28; thence N 00°43'35" W 2899.05 feet to the POINT OF BEGINNING, being Point No. 4733.

(b) All that part of the W-¼ lying east of the right-of-way of CSX Transportation, Inc. (formerly Seaboard Air Line Railroad Company)

(as such right-of-way existed on April 15, 1969) LESS the south 300 feet of the W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ of NW- $\frac{1}{4}$ and LESS the NE- $\frac{1}{4}$ of SW- $\frac{1}{4}$ of NW- $\frac{1}{4}$;

(c) The NE- $\frac{1}{4}$ of SW- $\frac{1}{4}$ of NW- $\frac{1}{4}$ LESS that part lying west of U.S. Highway 17 (as such road existed on June 29, 1972);

Section 33: The north 200 feet of that part of Section 33 lying east of the CSX Transportation, Inc. right-of-way, and the south 700 feet of the north 900 feet of the east 1,700 feet of Section 33.

Section 34: All LESS the W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ and LESS that part of the S- $\frac{1}{2}$ lying west of the west bank of the Peace River (as such west bank existed on October 10, 1984) and LESS that part (Peace River Bottom) conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by IMC Fertilizer, Inc., by special warranty deed dated January 10, 1989, Official Records Book 2748, page 2172; and LESS that part lying north of County Road 640 described as follows:

From Point No. 38 at the northwest corner of Section 34, run N 88°17'14" E 1323.61 feet along the north boundary of Section 34 to the northeast corner of the W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ and the POINT OF BEGINNING, being Point No. 1897; thence S 00°01'37" W 2648.18 feet along the east boundary of the W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ to Point No. 1974 (being at the intersection of the east boundary of the W- $\frac{1}{2}$ of NW- $\frac{1}{4}$ and the east boundary of the bottom of the Peace River previously conveyed in 1989 under a special warranty deed by IMC Fertilizer, Inc., to the Trustees of the Internal Improvement Trust Fund of the State of Florida); continuing thence from point to point along said east Peace River bottom boundary the following courses and distances (to the north right-of-way line of County Road 640);

FROM BEARING DISTANCE TO

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>1974</u>	<u>S 45 54 50 E</u>	<u>267.17</u>	<u>1324</u>
<u>1324</u>	<u>S 39 49 57 E</u>	<u>79.46</u>	<u>1325</u>
<u>1325</u>	<u>S 16 01 47 E</u>	<u>100.70</u>	<u>1326</u>
<u>1326</u>	<u>S 60 14 21 E</u>	<u>116.54</u>	<u>1327</u>
<u>1327</u>	<u>S 77 02 14 E</u>	<u>106.18</u>	<u>1328</u>
<u>1328</u>	<u>N 86 11 29 E</u>	<u>49.07</u>	<u>1329</u>
<u>1329</u>	<u>N 29 21 10 E</u>	<u>110.98</u>	<u>1330</u>
<u>1330</u>	<u>N 85 27 25 E</u>	<u>107.65</u>	<u>1331</u>
<u>1331</u>	<u>S 57 58 04 E</u>	<u>264.60</u>	<u>1332</u>
<u>1332</u>	<u>S 56 15 01 E</u>	<u>300.34</u>	<u>1333</u>
<u>1333</u>	<u>N 77 27 38 E</u>	<u>74.29</u>	<u>1334</u>
<u>1334</u>	<u>N 34 07 03 E</u>	<u>46.99</u>	<u>1335</u>
<u>1335</u>	<u>N 82 00 06 E</u>	<u>42.25</u>	<u>1336</u>
<u>1336</u>	<u>S 47 57 04 E</u>	<u>111.18</u>	<u>1337</u>

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>1337</u>	<u>S 25 23 54 E</u>	<u>126.63</u>	<u>1338</u>
<u>1338</u>	<u>S 04 10 28 E</u>	<u>188.96</u>	<u>1339</u>
<u>1339</u>	<u>S 00 24 46 E</u>	<u>236.80</u>	<u>1340</u>
<u>1340</u>	<u>S 48 07 27 W</u>	<u>184.53</u>	<u>1341</u>
<u>1341</u>	<u>S 05 26 44 W</u>	<u>134.56</u>	<u>1342</u>
<u>1342</u>	<u>S 26 33 52 E</u>	<u>222.91</u>	<u>1343</u>
<u>1343</u>	<u>S 42 47 17 E</u>	<u>230.45</u>	<u>1344</u>
<u>1344</u>	<u>S 34 22 24 E</u>	<u>167.35</u>	<u>1345</u>
<u>1345</u>	<u>S 00 44 57 E</u>	<u>182.00</u>	<u>1346</u>
<u>1346</u>	<u>S 32 10 45 E</u>	<u>85.87</u>	<u>1347</u>
<u>1347</u>	<u>S 58 02 27 E</u>	<u>181.64</u>	<u>1348</u>
<u>1348</u>	<u>S 41 34 58 E</u>	<u>213.09</u>	<u>1349</u>
<u>1349</u>	<u>S 65 35 57 E</u>	<u>29.71</u>	<u>1840</u>

Point No. 1840 being on the north right-of-way line of County Road 640; thence along said right-of-way N 84°51'16" E 384.92 feet to Point No. 1839 and a right-of-way jog; thence continue along said right-of-way S 05°08'45" E 10.00 feet to Point No. 1838; thence continue along said right-of-way N 84°51'16" E 189.60 feet to Point No. 1837 and the P.C. of a curve concave to the south having a radius of 2914.79 feet; thence easterly along said curve through a central angle of 05° 59' 00" an arc distance of 304.39 feet to Point No. 1841 and the P.T. of said curve; thence continue along said right-of-way S 89° 09' 45" E 718.61 feet to Point No. 4664; continuing thence from point to point as follows:

FROM BEARING DISTANCE TO

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4664</u>	<u>N 06 00 58 W</u>	<u>282.36</u>	<u>4663</u>
<u>4663</u>	<u>N 40 14 15 W</u>	<u>1219.59</u>	<u>4662</u>
<u>4662</u>	<u>N 04 38 21 W</u>	<u>244.80</u>	<u>4661</u>
<u>4661</u>	<u>N 42 16 34 W</u>	<u>162.18</u>	<u>4660</u>
<u>4660</u>	<u>N 67 10 26 W</u>	<u>299.02</u>	<u>4659</u>
<u>4659</u>	<u>N 40 13 44 W</u>	<u>225.29</u>	<u>4658</u>
<u>4658</u>	<u>N 27 33 47 E</u>	<u>344.05</u>	<u>4657</u>
<u>4657</u>	<u>N 00 01 19 E</u>	<u>262.00</u>	<u>4656</u>
<u>4656</u>	<u>N 87 29 29 W</u>	<u>662.53</u>	<u>4655</u>
<u>4655</u>	<u>N 41 03 51 W</u>	<u>530.52</u>	<u>4654</u>
<u>4654</u>	<u>N 24 24 54 W</u>	<u>195.48</u>	<u>4653</u>
<u>4653</u>	<u>N 33 52 01 E</u>	<u>413.09</u>	<u>4652</u>
<u>4652</u>	<u>N 13 10 26 W</u>	<u>280.38</u>	<u>4651</u>
<u>4651</u>	<u>N 50 39 41 W</u>	<u>392.80</u>	<u>4650</u>
<u>4650</u>	<u>N 35 05 54 W</u>	<u>353.23</u>	<u>4649</u>
<u>4649</u>	<u>N 47 34 21 W</u>	<u>475.80</u>	<u>4648</u>

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4648</u>	<u>N 29 07 53 W</u>	<u>195.76</u>	<u>4647</u>
<u>4647</u>	<u>N 75 53 10 E</u>	<u>340.37</u>	<u>4646</u>
<u>4646</u>	<u>N 14 14 14 W</u>	<u>138.25</u>	<u>4645</u>
<u>4645</u>	<u>N 63 29 52 W</u>	<u>203.93</u>	<u>4644</u>
<u>4644</u>	<u>N 01 03 32 W</u>	<u>96.63</u>	<u>1831</u>

Point No. 1831 being on the north boundary of Section 34; thence S 88° 17' 14" W 644.39 feet along the north boundary of Section 34 to the POINT OF BEGINNING, being Point No. 1897.

and LESS that part of the SE-¼ lying south of County Road 640, described as follows:

From Point No. 111 at the southeast corner of Section 34, run S 89° 26' 39" W 583.69 feet along the south boundary of Section 34 to the POINT OF BEGINNING, being Point No. 4668; thence continue S 89° 26' 39" W 1200.68 feet along the south boundary of Section 34 to Point No. 2116 (being at the intersection of the east boundary of the bottom of the Peace River previously conveyed in 1989 under a special warranty deed by IMC Fertilizer, Inc., to the Trustees of the Internal Improvement Trust Fund of the State of Florida); continuing thence from point to point along said east Peace River bottom boundary N 05° 20' 09" W 40.35 feet to Point No. 1352 and N 31° 24' 51" W 30.33 feet to Point No. 1836 on the south right-of-way line of County Road 640; thence along said south right-of-way line the following courses and distances (to Point No. 2181): N 84° 51' 16" E 258.95 feet to Point No. 1835, N 05° 08' 45" W 15.00 feet to Point No. 1834, N 84° 51' 16" E 189.60 feet to Point No. 1833 and the P.C. of a curve concave to the south having a radius of 2814.79 feet, thence easterly along said curve through a central angle of 05°59'00" an arc distance of 293.95 feet to Point No. 1832, and the P.T. of said curve, and S 89° 09' 45" E 608.24 feet to point No. 2181; thence S 48° 39' 28" W 169.15 feet to the POINT OF BEGINNING, being Point No. 4668.

And LESS

That part of Section 34 lying within the following described parcel:

From Point No. 111 at the southeast corner of Section 34, run S 89° 26' 42" W 323.00 feet along the south boundary of Section 34 to Point No. 2452; thence N 06° 00' 58" W 491.09 feet to the POINT OF BEGINNING, being Point No. 4663 (not monumented); continuing thence from point to point as follows:

FROM BEARING DISTANCE TO

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4663</u>	<u>N 04 20 23 E</u>	<u>421.47</u>	<u>4815</u>
<u>4815</u>	<u>S 89 54 47 E</u>	<u>533.94</u>	<u>4814</u>
<u>4814</u>	<u>N 00 05 13 E</u>	<u>616.37</u>	<u>4813</u>
<u>4813</u>	<u>N 46 56 16 W</u>	<u>560.38</u>	<u>4812</u>
<u>4812</u>	<u>N 00 05 13 E</u>	<u>288.33</u>	<u>4811</u>
<u>4811</u>	<u>N 64 09 46 W</u>	<u>471.29</u>	<u>4810</u>
<u>4810</u>	<u>N 00 47 21 W</u>	<u>1301.71</u>	<u>4809</u>
<u>4809</u>	<u>N 88 47 30 W</u>	<u>619.72</u>	<u>2533</u>
<u>2533</u>	<u>N 00 05 13 E</u>	<u>988.94</u>	<u>2534</u>
<u>2534</u>	<u>N 89 54 47 W</u>	<u>541.01</u>	<u>4806</u>
<u>4806</u>	<u>N 00 33 34 W</u>	<u>616.27</u>	<u>4805</u>

Point No. 4805 being on the north boundary of Section 34 (and lying S 89° 39' 22" W 1832.00 feet from the northeast corner of Section 34); thence S 89° 39' 22" W 816.66 feet along the north boundary of Section 34 to Point No. 461 at the northwest corner of the NE-¼ of Section 34; thence S 88° 17' 14" W 679.22 feet along the north boundary of Section 34 to Point No. 2510 on the easterly line of a conservation easement conveyed by IMC Fertilizer, inc., to the Board of Trustees of the Internal Improvement Fund of the State of Florida under instrument dated January 10, 1989; continuing thence along the easterly line of the conversation easement from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>2510</u>	<u>S 01 03 32 E</u>	<u>96.63</u>	<u>4644</u>
<u>4644</u>	<u>S 63 29 52 E</u>	<u>203.93</u>	<u>4645</u>
<u>4645</u>	<u>S 14 14 14 E</u>	<u>138.25</u>	<u>4646</u>
<u>4646</u>	<u>S 75 53 10 W</u>	<u>340.37</u>	<u>4647</u>
<u>4647</u>	<u>S 29 07 53 E</u>	<u>195.76</u>	<u>4648</u>
<u>4648</u>	<u>S 47 34 21 E</u>	<u>475.80</u>	<u>4649</u>
<u>4649</u>	<u>S 35 05 54 E</u>	<u>353.23</u>	<u>4650</u>
<u>4650</u>	<u>S 50 39 41 E</u>	<u>392.80</u>	<u>4651</u>
<u>4651</u>	<u>S 13 10 26 E</u>	<u>280.38</u>	<u>4652</u>
<u>4652</u>	<u>S 33 52 01 W</u>	<u>413.09</u>	<u>4653</u>
<u>4653</u>	<u>S 24 24 54 E</u>	<u>195.48</u>	<u>4654</u>
<u>4654</u>	<u>S 41 03 51 E</u>	<u>530.52</u>	<u>4655</u>
<u>4655</u>	<u>S 87 29 29 E</u>	<u>662.53</u>	<u>4656</u>
<u>4656</u>	<u>S 00 01 19 W</u>	<u>262.00</u>	<u>4657</u>
<u>4657</u>	<u>S 27 33 47 W</u>	<u>344.05</u>	<u>4658</u>
<u>4658</u>	<u>S 40 13 44 E</u>	<u>225.29</u>	<u>4659</u>
<u>4659</u>	<u>S 67 10 26 E</u>	<u>299.02</u>	<u>4660</u>
<u>4660</u>	<u>S 42 16 34 E</u>	<u>162.18</u>	<u>4661</u>
<u>4661</u>	<u>S 04 38 21 E</u>	<u>244.80</u>	<u>4662</u>

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4662</u>	<u>S 40 14 15 E</u>	<u>1219.59</u>	<u>4663</u>

Point no. 4663 being the POINT OF BEGINNING

Section 35: All LESS that part, if any, of the S-½ of SW-¼ lying south of State Road S-640 (as such road existed on April 15, 1969) and LESS.

That part of Section 35 lying within the following described parcel:

From point No. 111 at the southeast corner of Section 34, Township 30 south, Range 25 East run S 89° 26' 42" W 323.00 feet along the south boundary of Section 34 to Point No. 2452; thence N 06° 00' 58" W 491.09 feet to the POINT OF BEGINNING, being Point No. 4663 (not monumented); continued thence from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4663</u>	<u>N 04 20 23 E</u>	<u>421.47</u>	<u>4815</u>
<u>4815</u>	<u>S 89 54 47 E</u>	<u>533.94</u>	<u>4814</u>
<u>4814</u>	<u>N 00 05 13 E</u>	<u>616.37</u>	<u>4813</u>
<u>4813</u>	<u>N 46 56 16 W</u>	<u>560.38</u>	<u>4812</u>
<u>4812</u>	<u>N 00 05 13 E</u>	<u>288.33</u>	<u>4811</u>
<u>4811</u>	<u>N 64 09 46 W</u>	<u>471.29</u>	<u>4810</u>
<u>4810</u>	<u>N 00 47 21 W</u>	<u>1301.71</u>	<u>4809</u>
<u>4809</u>	<u>N 88 47 30 W</u>	<u>619.72</u>	<u>2533</u>
<u>2533</u>	<u>N 00 05 13 E</u>	<u>988.94</u>	<u>2534</u>
<u>2534</u>	<u>N 89 54 47 W</u>	<u>541.01</u>	<u>4806</u>
<u>4806</u>	<u>N 00 33 34 W</u>	<u>616.27</u>	<u>4805</u>

Point No. 4805 being on the north boundary of Section 34 (and lying S 89° 39' 22" W 1832.00 feet from the northeast corner of Section 34); thence S 89° 39' 22" W 816.66 feet along the north boundary of Section 34 to Point No. 461 at the northwest corner of the NE-¼ of Section 34; thence S 88° 17' 14" W 679.22 feet along the north boundary of Section 34 to Point No. 2510 on the easterly line of a conservation easement conveyed by IMC Fertilizer, Inc., to the Board of Trustees of the Internal Improvement Fund of the State of Florida under instrument dated January 10, 1989; continuing thence along the easterly line of the conservation easement from point to point as follows:

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>2510</u>	<u>S 01 03 32 E</u>	<u>96.63</u>	<u>4644</u>
<u>4644</u>	<u>S 63 29 52 E</u>	<u>203.93</u>	<u>4645</u>

<u>FROM</u> <u>(Point)</u>	<u>BEARING</u> <u>(°, ', & ")</u>	<u>DISTANCE</u> <u>(feet)</u>	<u>TO</u> <u>(Point)</u>
<u>4645</u>	<u>S 14 14 14 E</u>	<u>138.25</u>	<u>4646</u>
<u>4646</u>	<u>S 75 53 10 W</u>	<u>340.37</u>	<u>4647</u>
<u>4647</u>	<u>S 29 07 53 E</u>	<u>195.76</u>	<u>4648</u>
<u>4648</u>	<u>S 47 34 21 E</u>	<u>475.80</u>	<u>4649</u>
<u>4649</u>	<u>S 35 05 54 E</u>	<u>353.23</u>	<u>4650</u>
<u>4650</u>	<u>S 50 39 41 E</u>	<u>392.80</u>	<u>4651</u>
<u>4651</u>	<u>S 13 10 26 E</u>	<u>280.38</u>	<u>4652</u>
<u>4652</u>	<u>S 33 52 01 W</u>	<u>413.09</u>	<u>4653</u>
<u>4653</u>	<u>S 24 24 54 E</u>	<u>195.48</u>	<u>4654</u>
<u>4654</u>	<u>S 41 03 51 E</u>	<u>530.52</u>	<u>4655</u>
<u>4655</u>	<u>S 87 29 29 E</u>	<u>662.53</u>	<u>4656</u>
<u>4656</u>	<u>S 00 01 19 W</u>	<u>262.00</u>	<u>4657</u>
<u>4657</u>	<u>S 27 33 47 W</u>	<u>344.05</u>	<u>4658</u>
<u>4658</u>	<u>S 40 13 44 E</u>	<u>225.29</u>	<u>4659</u>
<u>4659</u>	<u>S 67 10 26 E</u>	<u>299.02</u>	<u>4660</u>
<u>4660</u>	<u>S 42 16 34 E</u>	<u>162.18</u>	<u>4661</u>
<u>4661</u>	<u>S 04 38 21 E</u>	<u>244.80</u>	<u>4662</u>
<u>4662</u>	<u>S 40 14 15 E</u>	<u>1219.59</u>	<u>4663</u>

Point No. 4663 being the POINT OF BEGINNING.

Section 36: (a) The NW- $\frac{1}{4}$ LESS the N- $\frac{1}{2}$ of NE- $\frac{1}{4}$ of NW- $\frac{1}{4}$; and

(b) The W- $\frac{3}{4}$ of S- $\frac{1}{2}$.

Less:

Warranty Deed to Kerry Lee Hammock and Starla Hammock as recorded in O.R. Book 10703, Page 1812, Public records of Polk County, Florida.

IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA

Section 30: The S- $\frac{3}{4}$ of W- $\frac{1}{2}$, and the SW- $\frac{1}{4}$ of SE- $\frac{1}{4}$.

Section 31:(a) The NW- $\frac{1}{4}$;

(b) The W- $\frac{1}{2}$ of NE- $\frac{1}{4}$; and

(c) That part of the SW- $\frac{1}{4}$ and W- $\frac{1}{2}$ of SE- $\frac{1}{4}$ lying north of the north right-of-way line of State Road 60 (as such right-of-way existed on June 28, 1978).

DESCRIPTION (LANDS LYING WEST OF HWY 17)

That portion of land described in O.R. Book 4604, Page 1408, O.R. Book 4604 Page 1534, O.R. Book 4685 Page 1850, and O.R. Book 6509 Page

844, lying in Sections 12,13,14,15,22,23,24,25,26,35,36, Township 30 South, Range 24 East, and Sections 17,18,19,20,28,29,30,31,32, Township 30 South, Range 25 East, and Sections 5,6,8, Township 31 South, Range 25 East, Polk County Florida, more particularly described as follows:

Commence at the NE corner of said Section 20, thence S89°41'56"W along the North boundary of said Section 20 a distance of 793.51 feet to the Westerly boundary of U.S. Highway 17 and to the POINT OF BEGINNING; thence along said Westerly boundary the following six courses and distances; (1) S00°23'00"E, 103.26 feet; (2) thence S89°37'00"W, 120.00 feet; (3) thence S00°23'00"E, 135.00 feet; (4) thence N89°37'00"E, 70.00 feet; (5) thence S00°23'00"E, 654.65 feet to a point of curve; (6) thence southerly along the arc of a curve to the left, having a radius of 5,909.54 feet, a central angle of 03°31'48", a chord distance of 364.03 feet, a chord bearing of S02°08'54"E, and a arc distance of 364.09 feet to the point of tangent ; thence N81°37'32"W, 1,874.95 feet; thence S35°48'45"E, 424.16 feet; thence N89°41'25"E, 426.70 feet; thence S00°29'06"E, 571.27 feet; thence S46°01'35"E, 126.78 feet; thence S46°44'26"E, 61.53 feet; thence N89°41'22"E, 537.58 feet to the East boundary of the West $\frac{3}{4}$ of Section 20; thence N00°30'54"W along said boundary a distance of, 42.41 feet; thence N89°41'44"E, 596.26 feet to the westerly boundary of U.S. Highway 17 and to a point on a non tangent curve; thence along said Westerly boundary the following three courses and distances; (1) thence southerly along the arc of a curve to the left, having a radius of 5,909.54 feet, a central angle of 01°06'09", a chord distance of 113.72 feet, a chord bearing S11°31'28"E, and a arc distance of 113.73 feet, to the point of tangent; (2) thence N77°55'28"E, 5.00 feet to a point on a non tangent curve; (3) thence southerly along the arc of a curve to the left, having a radius of 5,904.54 feet, a central angle of 01°53'05", a chord distance of 194.23 feet, a chord bearing S13°01'05"E, and a arc distance of 194.24 feet, to the point of tangent ; thence S89°41'44"W, 664.93 feet to the East boundary of the West $\frac{3}{4}$ of Section 20; thence S00°30'54"E, along said boundary a distance of 359.78 feet; thence continue along said boundary S00°30'23"E, 2,638.92 feet to the North boundary of Section 29; thence S00°19'10"E along the East boundary of the West $\frac{3}{4}$ of Section 29 a distance of, 1,025.72 feet; thence N89°39'59"E, 1,345.20 feet to the West boundary of Section 28; thence N89°42'51"E into Section 28 a distance of, 353.06 feet to the Westerly boundary of U.S. Highway 17 and to a point on a non tangent curve; thence southerly along said Westerly boundary and along the arc of a curve to the right, having a radius of 5,554.83 feet, a central angle of 03°09'15", a chord distance of 305.77 feet, a chord bearing S11°25'52"E, and a arc distance of 305.81 feet, to a point; thence S89°42'51"W, 412.37 feet to the West boundary of Section 29; thence S89°39'59"W into Section 29 a distance of, 1,344.82 feet to the East boundary of the West $\frac{3}{4}$ of Section 29; thence S00°19'10"E along said boundary, 1,325.72 feet; thence continue along said boundary S00°18'04"E, 2,651.80 feet to the North boundary of Section 32; thence

S00°17'36"W along the East boundary of the West ¾ of Section 32 a distance of, 2,649.94 feet; thence continue along said boundary S00°18'38"W, 999.39 feet; thence S89°51'59"W, 509.00 feet; thence S00°18'38"W, 325.00 feet; thence S89°52'01"W, 41.00 feet; thence S18°30'11"E, 1394.62 feet to the centerline of County Road 640; thence S89°54'17"W along said centerline, 409.04 feet; thence S25°51'21"E into Section 5 a distance of, 344.63 feet; thence S31°36'08"E, 148.15 feet; thence S03°37'38"E, 72.48 feet; thence N89°59'36"E, 36.29 feet; thence S00°21'03"E, 808.25 feet; thence N89°39'51"W, 55.17 feet; thence S01°55'49"E, 131.57 feet; thence S04°38'20"E, 370.66 feet; thence S02°36'55"W, 492.78 feet; thence S43°08'06"W, 526.49 feet; thence S83°22'49"E, 394.44 feet; thence S88°04'34"E, 1,695.31 feet to the East boundary of Section 5; thence S00°25'53"E along said boundary, 2,481.89 feet to the North East corner of Section 8; thence S00°15'08"E along the East boundary of Section 8 a distance of 3845.51 feet; thence N89°45'07"W into Section 8 a distance of, 2,445.45 feet; thence N12°40'48"E, 428.04 feet; thence N20°51'19"W, 472.77 feet; thence N04°52'43"W, 522.82 feet; thence N06°17'25"E, 361.62 feet; thence N04°35'33"W, 464.81 feet; thence N01°30'44"E, 586.93 feet; thence N00°55'17"E, 406.42 feet; thence N05°13'19"E, 468.16 feet; thence S89°59'28"W, 150.52 feet; thence S88°58'33"W, 11.77 feet; thence N56°01'00"W, 105.53 feet; thence N67°13'18"W, 144.35 feet; thence N56°15'05"W, 114.18 feet; thence from a point lying in Section 8, N64°56'45"W, 107.08 feet into Section 5; thence N71°41'58"W, 111.85 feet; thence N75°41'22"W, 103.01 feet; thence N78°44'42"W, 88.63 feet; thence S89°02'57"W, 596.53 feet; thence S86°00'45"W, 329.22 feet; thence N87°11'01"W, 239.26 feet; thence N85°03'03"W, 274.56 feet; thence N87°11'01"W, 214.68 feet; thence from a point lying in Section 5, N89°43'25"W, 647.34 feet into Section 6; thence N85°55'42"W, 257.88 feet; thence N63°26'29"W, 96.92 feet; thence N21°35'48"W, 139.02 feet; thence N04°58'56"W, 301.59 feet; thence N00°33'04"W, 212.65 feet; thence N03°36'10"E, 292.46 feet; thence N02°15'46"W, 279.17 feet; thence N00°03'29"E, 478.75 feet; thence N18°08'29"E, 130.19 feet; thence N05°12'41"E, 631.31 feet; thence N74°24'24"W, 444.63 feet; thence N07°33'07"W, 629.21 feet; thence N11°40'20"W, 258.72 feet; thence N08°19'45"W, 387.72 feet; thence N25°09'52"W, 212.08 feet; thence N38°41'33"W, 747.46 feet; thence N87°21'03"W, 201.66 feet; thence N69°59'34"W, 234.19 feet; thence N27°09'40"W, 91.64 feet; thence N52°03'59"W, 277.67 feet; thence N27°21'04"W, 114.42 feet; thence from a point lying in Section 6, N48°03'10"W, 29.03 feet into Section 31; thence N00°00'00"E, 203.44 feet to the Southerly boundary of County Road 640; thence S70°21'53"E along said boundary, 164.64 feet; thence from a point lying in Section 31, S00°13'34"E into Section 6 a distance of, 258.28 feet to the South West corner of a unnamed cemetery; thence N89°46'26"E, 105.00 feet to the South East corner of said cemetery; thence from a point lying in Section 6, N00°13'34"W, 220.35 feet into Section 31 to the Southerly boundary of County Road 640; thence N19°38'07"E, 80.00 feet to the Northerly boundary of County Road 640; thence along said boundary the following nine courses

and distances, (1) N70°21'53"W, 434.31 feet to a point of curve; (2) thence northerly along the arc of a curve to the right, having a radius of 1,105.92 feet, a central angle of 70°14'00", a chord distance of 1,272.35 feet, a chord bearing of N35°14'53"W, and a arc distance of 1,355.64 feet to the point of tangent; (3) thence N00°07'53"W, 1,248.06 feet to a point of curve; (4) thence westerly along the arc of a curve to the left, having a radius of 1,185.92 feet, a central angle of 89°59'03", a chord distance of 1,676.91 feet, a chord bearing of N45°07'25"W, and a arc distance of 1,862.51 feet to the point of tangent; (5) thence form a point lying in Section 31, S89°53'04"W into Section 36, 4,373.82 feet to a point of curve; (6) thence northwesterly along the arc of a curve to the right, having a radius of 1,105.91 feet, a central angle of 41°39'19", a chord distance of 786.43 feet, a chord bearing of N69°17'17"W, and a arc distance of 804.02 feet to the point of tangent; (7) thence N48°27'37"W, 357.59 feet to a point of curve; (8) thence from a point lying in Section 36, westerly along the arc of a curve to the left, having a radius of 1,185.91 feet, a central angle of 41°48'12", a chord distance of 846.18 feet, a chord bearing of N69°21'43"W, and a arc distance of 865.25 feet into Section 35 and to the point of tangent; (9) thence S89°44'11"W, 2,297.02 feet to a point on a non tangent curve and to the Easterly boundary of County Road 555; thence northerly along said boundary and along the arc of a curve to the left, having a radius of 1,004.93 feet, a central angle of 22°46'07", a chord distance of 396.72 feet, a chord bearing N11°05'58"E, and a arc distance of 399.34 feet, to the point of tangent; thence form a point lying in Section 35, continue along said boundary N00°17'05"W into Section 26 a distance of, 1,047.85 feet; thence N89°40'34"E, 2,593.85 feet to the West boundary of Section 25; thence N00°22'43"W along said boundary, 1,800.01 feet; thence N89°21'57"E, 5,278.52 feet to the East boundary of Section 25; thence N00°21'56"W along said boundary, 1,244.09 feet; thence into Section 30, N89°52'47"E, 2,305.62 feet to the Westerly boundary of Noralyn Mine Road and to a point on a non tangent curve; thence northerly along said boundary and along the arc of a curve to the right, having a radius of 1,178.99 feet, a central angle of 09°53'02", a chord distance of 203.13 feet, a chord bearing N09°56'31"E, and a arc distance of 203.38 feet; thence S89°52'47"W, 1,521.94 feet; thence S47°33'39"W, 112.17 feet; thence S89°53'31"W, 736.76 feet to the West boundary of Section 25; thence continue S89°53'31"W into Section 25, a distance of 173.55 feet; thence N23°04'43"W, 451.37 feet; thence N26°57'12"W, 1,434.89 feet; thence from a point lying in Section 25, N41°19'54"W, 1,511.34 feet into Section 24; thence N00°35'59"W, 18.76 feet; thence N43°29'42"W, 963.55 feet; thence N63°57'26"W, 735.66 feet; thence N00°16'46"W, 658.85 feet; thence N00°18'03"W, 1,055.19 feet to the Easterly boundary of County Road 555; thence N23°14'28"E along said boundary, 287.26 feet; thence S89°21'49"W, 2095.11 feet to the East boundary of Section 23; thence S89°14'30"W, 5,235.28 feet to the West boundary of Section 23; thence N00°12'10"E along said boundary, 782.17 feet; thence N56°02'19"W into Section 22 a distance of, 254.46 feet; thence N27°08'02"W, 425.14 feet to the South boundary of Section 15; thence continue into Section 15

N27°08'02"W, 947.74 feet; thence N13°31'42"W, 411.80 feet; thence N28°33'12"E, 628.05 feet; thence N69°12'42"E, 649.09 feet to the West boundary of Section 14; thence N69°12'40"E into Section 14 a distance of, 926.17 feet; thence N78°30'41"E, 355.46 feet; thence N78°58'50"E, 345.49 feet; thence N33°26'18"E, 182.60 feet; thence N03°17'54"E, 624.86 feet; thence N14°22'02"W, 289.63 feet; thence N65°38'25"W, 414.23 feet; thence N02°07'07"E, 406.65 feet; thence N85°52'45"E, 836.52 feet; thence S87°32'39"E, 573.25 feet; thence S89°49'01"E, 1,248.54 feet; thence N00°40'48"W, 1,188.74 feet to the South boundary of Section 11; thence N89°12'59"E along said boundary, 1,319.95 feet to the South West Corner of Section 12; thence N00°37'55"W along the West boundary of section 12 a distance of, 1,319.28 feet; thence N89°19'19"E into Section 12 a distance of, 2,642.68 feet; thence S00°35'31"E, 727.11 feet; thence N89°20'21"E, 647.79 feet; thence N00°24'57"E, 595.76 feet; thence N89°19'19"E, 661.06 feet; thence S00°35'24"E, 497.50 feet; thence N89°08'42"E, 267.78 feet to the Westerly boundary of County Road 555; thence along said boundary the following seven courses and distances, (1) S33°34'02"W, 321.66 feet to a point of curve; (2) thence southerly along the arc of a curve to the left, having a radius of 766.19 feet, a central angle of 33°45'30", a chord distance of 444.93 feet, a chord bearing of S16°41'17"W, and a arc distance of 451.43 feet to the point of tangent; (3) thence from a point lying in Section 12, S00°11'28"E into Section 13 a distance of, 1,035.04 feet to a point of curve; (4) thence southerly along the arc of a curve to the right, having a radius of 2,814.78 feet, a central angle of 09°42'00", a chord distance of 475.96 feet, a chord bearing of S04°39'32"W, and a arc distance of 476.53 feet to the point of tangent; (5) thence S09°30'32"W, 802.90 feet to a point of curve; (6) thence southwesterly along the arc of a curve to the right, having a radius of 1,382.38 feet, a central angle of 22°35'30", a chord distance of 541.55 feet, a chord bearing of S20°48'17"W, and a arc distance of 545.07 feet to the point of tangent; (7) thence S32°06'02"W, 1,272.38 feet; thence S89°30'18"W, 213.96 feet; thence S89°01'22"W, 652.83 feet; thence S00°23'10"E, 1,408.84 feet; thence N89°01'22"E, 653.38 feet; thence N00°22'07"W, 659.41 feet; thence N89°09'59"E, 121.99 feet; thence N24°38'24"E, 232.06 feet; thence N68°18'24"E, 85.00 feet; thence S42°04'12"E, 53.97 feet; thence S17°05'42"E, 83.73 feet; thence S72°06'20"E, 45.71 feet; thence N74°18'39"E, 61.56 feet; thence N50°47'10"E, 50.80 feet; thence S79°56'36"E, 140.00 feet; thence S03°08'24"W, 125.30 feet; thence N89°09'59"E, 687.80 feet; thence N89°10'02"E, 1,319.45 feet to the West boundary of Section 18; thence N00°17'49"W along said boundary, 1,352.81 feet; thence N89°47'09"E into Section 18 a distance of, 1,003.28 feet; thence S00°18'58"E, 30.00 feet; thence N89°47'09"E, 1018.46 feet; thence S00°18'06"E, 631.46 feet; thence N89°48'05"E, 988.42 feet; thence N00°17'01"W, 631.73 feet; thence N89°47'09"E, 200.00 feet; thence S00°17'01"E, 200.00 feet; thence N89°47'09"E, 230.00 feet; thence S00°17'01"E, 150.00 feet; thence N89°47'09"E, 229.05 feet; thence N00°16'14"W, 380.00 feet; thence N89°47'09"E, 1,318.27 feet to the West boundary of Section 17; thence N89°44'19"E into Section 17

a distance of, 939.62 feet; thence S15°42'26"E, 2,747.48 feet; thence N89°42'32"E, 124.48 feet; thence N15°42'26"W, 686.78 feet; thence N89°42'59"E, 1,071.75 feet; thence N89°42'32"E, 1102.65 feet; thence S05°29'14"E, 268.67 feet; thence S07°23'31"E, 94.90 feet; thence N89°41'56"E, 404.35 feet; thence S00°16'16"E, 300.00 feet; thence N89°41'56"E, 349.79 feet to the POINT OF BEGINNING.

LESS Right-of-Way for County Road 555, County Road 640, Old Bartow-Homeland Road, Noralyn Mine Road, Old Homeland Cemetery Road and LESS Shady Oaks Cemetery in Section 29 and Old Homeland Cemetery in Section 5.

CONTAINING A TOTAL AREA OF 17,481 ACRES, MORE OR LESS.

Being subject to any rights-of-way, restrictions and easements of record.

Section 5. Board of supervisors; members and meetings; organization; powers; duties; terms of office; related election requirements.—

(1) The board of the district shall exercise the powers granted to the district pursuant to this act. The board shall consist of five members, each of whom shall hold office for a term of 4 years, as provided in this section, except as otherwise provided herein for initial board members, and until a successor is chosen and qualified. The members of the board must be residents of the state and citizens of the United States.

(2)(a) Within 90 days after the effective date of this act, there shall be held a meeting of the landowners of the district for the purpose of electing five supervisors for the district. Notice of the landowners' meeting shall be published once a week for 2 consecutive weeks in a newspaper that is in general circulation in the area of the district, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election. The landowners, when assembled at such meeting, shall organize by electing a chair, who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. The landowners present at the meeting, in person or by proxy, shall constitute a quorum. At any landowners' meeting, 50 percent of the district acreage shall not be required to constitute a quorum, and each governing board member elected by landowners shall be elected by a majority of the acreage represented either by owner or proxy present and voting at said meeting.

(b) At such meeting, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the district for each person to be elected. A landowner may vote in person or by proxy in writing. Each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

10

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CLEAR SPRINGS STEWARDSHIP DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Clear Springs Stewardship District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CLEAR SPRINGS STEWARDSHIP DISTRICT THAT:

1. RECITALS. The foregoing **“WHEREAS”** clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. APPROVAL OF AGREEMENT. The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 27th day of June, 2025.

ATTEST:

CLEAR SPRINGS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

Clear Springs Stewardship

SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **06/27/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**CLEAR SPRINGS
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2025**

**CLEAR SPRINGS
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 31, 2025**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 8,590	\$ 8,590
Due from Landowner	1,193	1,193
Total assets	<u>9,783</u>	<u>9,783</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 2,530	\$ 2,530
Landowner advance	6,000	6,000
Total liabilities	<u>8,530</u>	<u>8,530</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	1,193	1,193
Total deferred inflows of resources	<u>1,193</u>	<u>1,193</u>
Fund balances:		
Unassigned	60	60
Total fund balances	<u>60</u>	<u>60</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 9,783</u>	<u>\$ 9,783</u>

**CLEAR SPRINGS
STEWARDSHIP DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 1,677	\$ 15,514	\$ 29,190	53%
Total revenues	<u>1,677</u>	<u>15,514</u>	<u>29,190</u>	53%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	500	4,000	6,000	67%
Legal	1,148	1,508	7,500	20%
Engineering	-	-	1,000	0%
Telephone	8	67	100	67%
Postage	-	8	500	2%
Printing & binding	20	167	250	67%
Legal advertising	324	1,217	6,500	19%
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	85	681	750	91%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	210	210	100%
Total expenditures	<u>2,085</u>	<u>13,283</u>	<u>29,190</u>	46%
Excess/(deficiency) of revenues over/(under) expenditures	(408)	2,231	-	
Fund balances - beginning	468	(2,171)	-	
Fund balances - ending	<u>\$ 60</u>	<u>\$ 60</u>	<u>\$ -</u>	

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

MINUTES A

DRAFT

**MINUTES OF MEETING
CLEAR SPRINGS STEWARDSHIP DISTRICT**

The Board of Supervisors of the Clear Springs Stewardship District held a Public Hearing and Regular Meeting on May 29, 2024 at 1:00 p.m., at 6105 Spirit Lake Rd., Winter Haven, Florida 33880.

Present were:

Patrick Carroll	Chair
Kyle Gashaw	Vice Chair
Blake Goodman	Assistant Secretary
Michael Strahan (via telephone)	Assistant Secretary

Also present:

Craig Wrathell	District Manager
Ernesto Torres	Wrathell, Hunt and Associates, LLC
Jonathan Johnson (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:03 p.m.

Supervisors Goodman, Gashaw and Carrol were present. Supervisor Strahan attended via telephone. Supervisor Underhill was absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-28, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Wrathell presented Resolution 2024-28. He reviewed the proposed Fiscal Year 2025 budget, which is similar to the Fiscal Year 2024 budget.

This is a Landowner-funded budget with expenses funded as they are incurred.

On MOTION by Mr. Carroll and seconded by Mr. Goodman, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Carroll and seconded by Mr. Gashaw, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Goodman and seconded by Mr. Carroll, with all in favor, Resolution 2024-28, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-29, Amending Resolution 2024-27 to Re-Set the Date, Time and Location of the Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

Mr. Torres presented Resolution 2024-29.

On MOTION by Mr. Carroll and seconded by Mr. Goodman, with all in favor, Resolution 2024-29, Amending Resolution 2024-27 to Re-Set the Date, Time

and Location of the Public Hearing to August 26, 2024 at 1:00 p.m., at 6105 Spirit Lake Road, Winter Haven, Florida 33880, Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-30, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

This item was deferred.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-31, Designating a Date, Time and Location for a Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date

Mr. Wrathell presented Resolution 2024-31.

On MOTION by Mr. Goodman and seconded by Mr. Gashaw, with all in favor, the Consideration of Resolution 2024-31, Designating a Date, Time and Location of November 5, 2024 at 2:30 p.m., at 6105 Spirit Lake Road, Winter Haven, Florida 33880 for a Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-13, Adopting the Annual Meeting Schedule for Fiscal Year 2023-2024; and Providing for an Effective Date

This item was deferred.

115

116 **EIGHTH ORDER OF BUSINESS**117 **Acceptance of Unaudited Financial**
118 **Statements as of April 30, 2024**

119 Mr. Wrathell presented the Unaudited Financial Statements as of April 30, 2024. Mr.
120 Carroll asked if the CDD received a check that was previously not received. Mr. Wrathell will
121 find out if the check was received.

122

123 **On MOTION by Mr. Carroll and seconded by Mr. Goodman, with all in favor,**
124 **the Unaudited Financial Statements as of February 29, 2024, were accepted.**

125

126

127 **NINTH ORDER OF BUSINESS**128 **Approval of March 25, 2024 Public**
129 **Hearings, Regular Meeting and Audit**
130 **Committee Minutes**

131 Mr. Wrathall presented the March 25, 2024 Public Hearings, Regular Meeting and Audit
132 Committee Minutes.

133

134 **On MOTION by Mr. Gashaw and seconded by Mr. Carroll, with all in favor, the**
135 **March 25, 2024 Public Hearings, Regular Meeting and Audit Committee**
136 **Minutes, as presented, were approved.**

137

138

139 **TENTH ORDER OF BUSINESS****Staff Reports**

140

141 **A. District Counsel: Kutak Rock LLP**

142 There was no report.

143 **B. District Manager: Wrathell, Hunt and Associates, LLC**144

- **NEXT MEETING DATE: TBD**

145 The next meeting will be held on August 26, 2024.

146

147 **ELEVENTH ORDER OF BUSINESS****Public Comments**

148

149 No members of the public spoke.

150

TWELFTH ORDER OF BUSINESS

Adjournment

**On MOTION by Mr. Carroll and seconded by Mr. Goodman, with all in favor,
the meeting adjourned at 1:16 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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163

Secretary/Assistant Secretary

Chair/Vice Chair

**CLEAR SPRINGS
STEWARDSHIP DISTRICT**

MINUTES B

DRAFT

**MINUTES OF MEETING
CLEAR SPRINGS
STEWARDSHIP DISTRICT**

A Landowners' Meeting of the Clear Springs Stewardship District was held on November 5, 2024 at 2:30 p.m., at 6105 Spirit Lake Rd., Winter Haven, Florida 33880.

Present:

Kristen Suit	District Manager
Patrick Carroll	Landowner

**DUE TO TECHNICAL DIFFICULTIES, AUDIO WAS NOT AVAILABLE
MINUTES TRANSCRIBED FROM MEETING NOTES AND BALLOT**

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 2:33 p.m.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

Ms. Suit stated that Mr. Patrick Carroll is an Officer and representative of the entities that own the land within the boundaries of the District.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Ms. Suit served as Chair to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 4, 5]

Ms. Suit stated the Landowner Election Roll is comprised of the following entities with the listed total number of acres and number of voting units:

Landowner Entity	Total Acres	Voting Units
-------------------------	--------------------	---------------------

36	Clear Springs DLC LLC	4,366.0671	4,367
37	Clear Springs Enterprises LLC	2,856.7389	2,857
38	Clear Springs Land Company LLC	7,618.3073	7,619
39	Rio De La Paz LLC	2,699.0037	2,700
40	Clear Springs PSL LLC	31.3727	32
41	Total Voting Units		17,575

42 **A. Nominations**

43 Mr. Carroll nominated the following:

44 Seat 4 Blake Goodman

45 Seat 5 Michael Strahan

46 No other nominations were made.

47 **B. Casting of Ballots**

48 • **Determine Number of Voting Units Represented**

49 A total of 17,575 voting units were represented.

50 Mr. Carroll is eligible to cast up to 17,575 votes per seat.

51 • **Determine Number of Voting Units Assigned by Proxy**

52 None of the voting units were assigned by proxy.

53 Mr. Carroll cast the following votes:

54 Seat 4 Blake Goodman 17,575 votes

55 Seat 5 Michael Strahan 17,575 votes

56 **C. Ballot Tabulation and Results**

57 Ms. Suit reported the ballot tabulation, results and term lengths, as follows:

58 Seat 4 Blake Goodman 17,575 votes 4-Year Term

59 Seat 5 Michael Strahan 17,575 votes 4-Year Term

60

61 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

62

63 There were no Landowners' questions or comments.

64

65 **SIXTH ORDER OF BUSINESS**

Adjournment

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67 The meeting adjourned at 2:36 p.m.

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71 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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77 _____
Secretary/Assistant Secretary

Chair/Vice Chair