

**Alico NE - PES Project**  
**Operations and Monitoring Plan**

**1. Project Description**

**a. Background**

The purpose of the Alico NE - PES Project is to provide water retention on a 35,186 acre site in the Northern Everglades and Estuaries Protection Area. The project is located in Hendry County. The project is bound to the north by CR- 832 (Keri Road), to the east by CR-833 (Alico's East Ranch), and to the south and west by Dinner Island Wildlife Management Area and the Okaloacoochee Slough Wildlife Management Area. The project is capable of storing approximately 100,000 ac-ft of water annually. The project area is currently covered by Permit 26-01213-P. Attached is a Location Map (Figure 1).

**b. Operational Objective:**

The primary operational objective is to remove water from the Lake Okeechobee watershed and the Caloosahatchee River during periods of harmful high flows to the Caloosahatchee Estuary. This objective will be achieved by retaining rainfall onsite and/or pumping water from the Caloosahatchee River, and contributing sub-watershed, Canal 3. Retained water is disposed of via evapotranspiration and infiltration. The retained water and/or pumped water will reduce flows from the Caloosahatchee River watershed and reduce discharges to the estuaries in excess of the environmentally desirable salinity envelope.

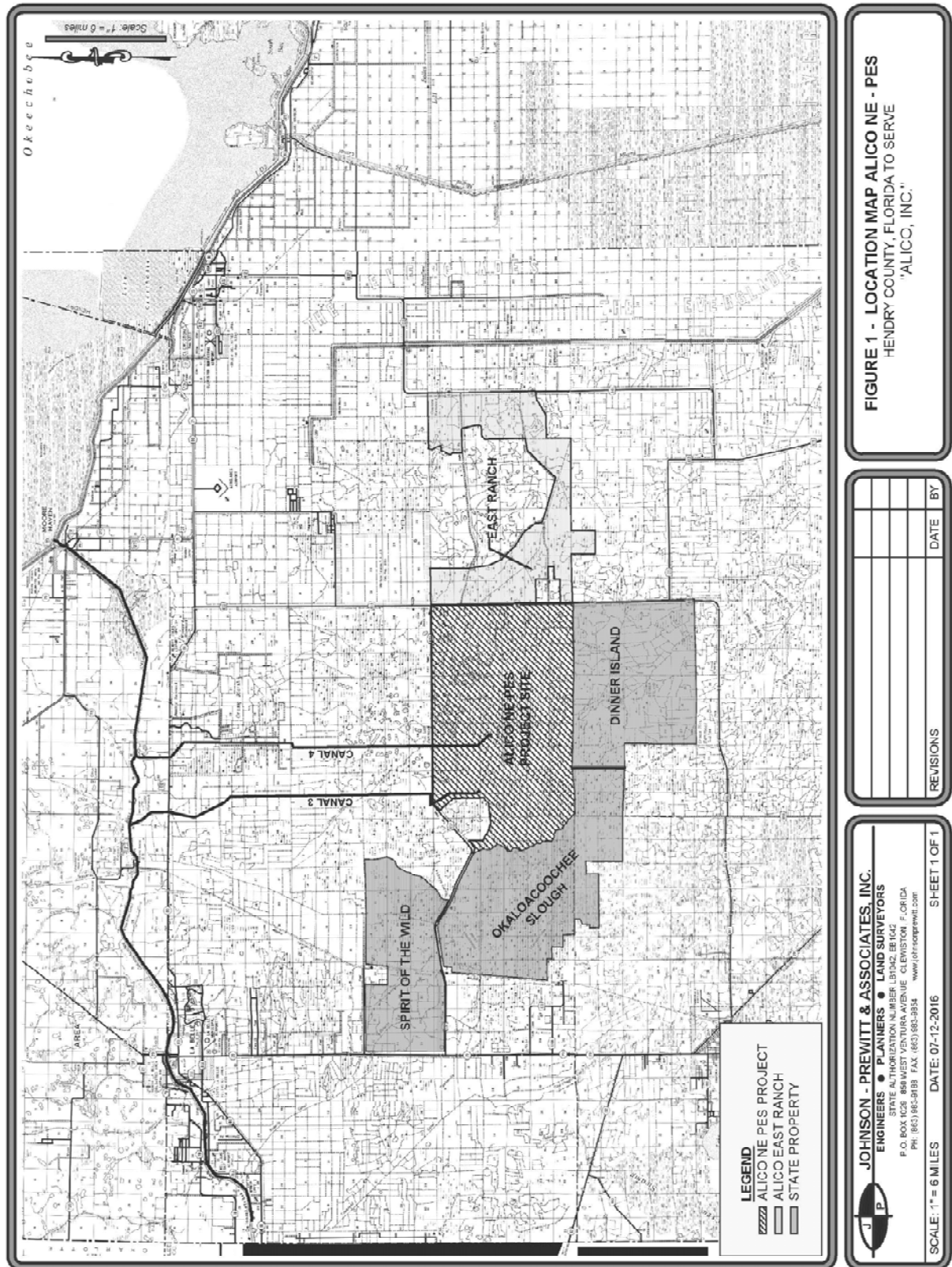
The project will operate continuously to retain rainfall on the site. The project pump will operate during wet weather patterns to capture runoff during times of harmful discharge to the estuaries, when Lake Okeechobee water levels are above the bottom of the Low Band of the 2008 Lake Okeechobee Regulation Schedule (LORS). At that time, the SFWMD Project Manager will direct Alico to operate the pumps to capture sub-watershed runoff and/or Caloosahatchee River flows. Storage on the site will occur in shallow pools. The storage will re-hydrate and extend the hydro period of the isolated wetlands onsite. Excess stored runoff may be available to supplement irrigation demands during dry periods.

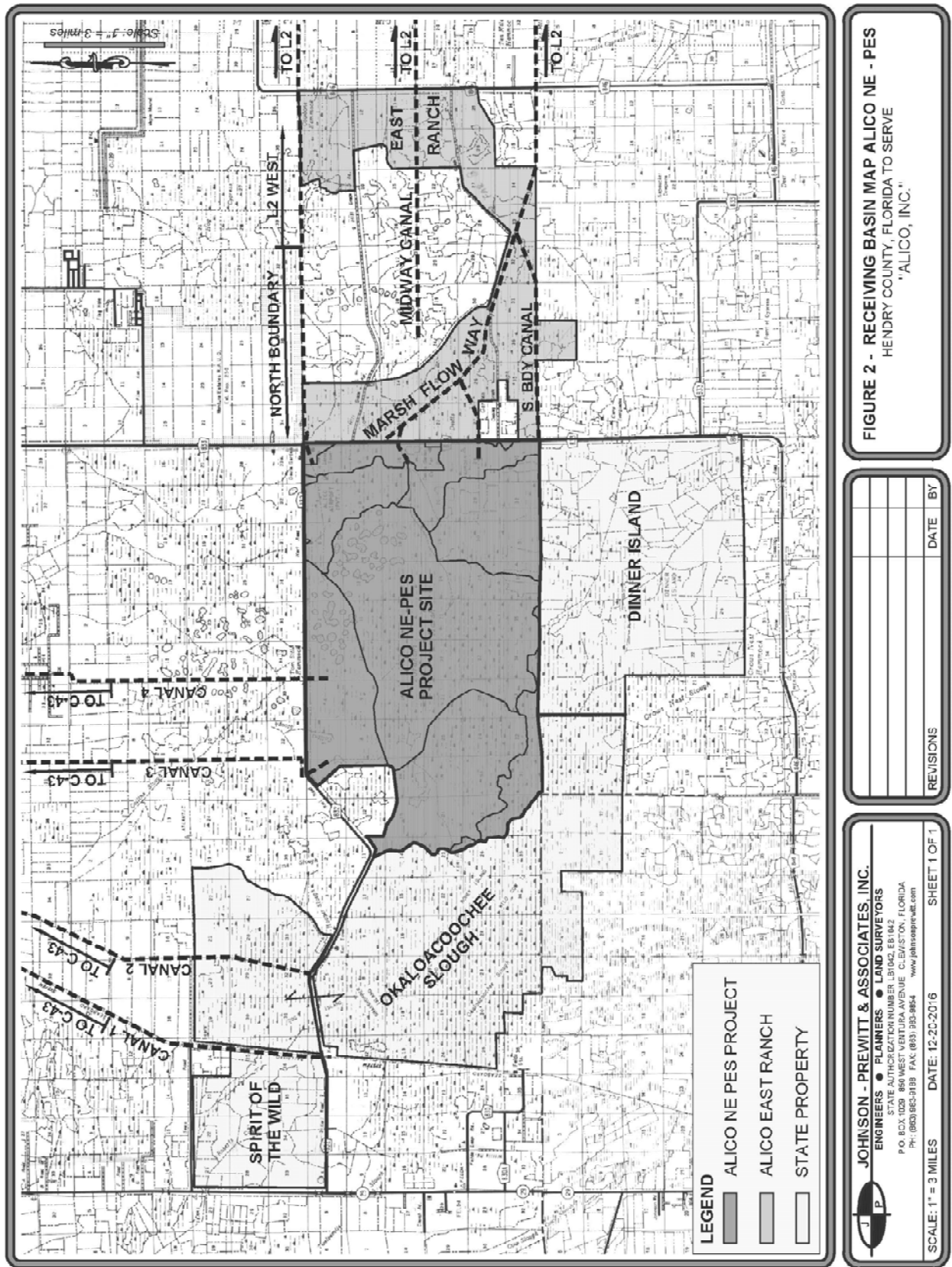
This operations plan has been developed prior to the construction of the project. The operations plan is based on the anticipated characteristics of the project. The operations plan makes allowances for adaptive management of the system. It is anticipated the plan will be modified in coordination with the SFWMD (regulatory and operations) and the Owner to take advantages of unanticipated benefits and unusual weather conditions.

**2. Project Features**

**a. Project Site**

The project site is segmented into seven (7) interconnected basins. The basins are intended to store runoff in shallow pools. The majority of the pools are 2 feet or less deep. As the pools reach their control elevation the excess runoff cascades to adjacent pools at lower elevations. Attached is a Site Map (Figure 2).







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| <b>Table 1 – Project Storage Capacity</b> |                     |                          |                          |                                    |
|-------------------------------------------|---------------------|--------------------------|--------------------------|------------------------------------|
| Basin                                     | Basin Area<br>acres | Control Elev.<br>Ft NAVD | Static Storage*<br>ac-ft | Control Structure<br>Discharges to |
| 1                                         | 1,333               | 25.9                     | 380.76                   | C-139                              |
| 2N                                        | 2,365               | 27.3                     | 1,735.90                 | Basin 1                            |
| 2S                                        | 2,079               | 26.7                     | 400.03                   | C-139                              |
| 3                                         | 4,137               | 28.0                     | 1,136.53                 | Basin 2S                           |
| 4                                         | 13,007              | 28.5                     | 4,525.63                 | Basin 2N, 3, 5 & 6                 |
| 5                                         | 4,481               | 28.2                     | 1,537.36                 | Caloosahatchee                     |
| 6                                         | 5,844               | 28.2                     | 1,174.38                 | Okalachooche Slough                |

\*The static storage fills and empties via rainfall, infiltration and evapotranspiration multiple times a year to achieve the annual storage volume.

### b. Offsite Facilities

The Alico NE – PES project is connected to the Caloosahatchee River via Canal 3 and Canal 4. Figure 1 shows these lands and their rout to the Caloosahatchee River.

Canal 3 was constructed in the 1960's. The purpose of the canal was to provide drainage to the adjacent landowners. The Joint Trust 1960 and 1972 agreements (attachment 1) were signed by the beneficial parties and recorded in the public records of Glades and Hendry Counties. The Joint Trust agreements address the ownership and maintenance of the canal. It is noted the ownership and maintenance of the canal has shifted from the original landowners to Special 298 Districts serving the land of the original owners.

Canal 4 was improved and constructed in the 1960's to provide drainage. Attached is a copy of a drainage easement agreement (Attachment 3), which addresses the ownership and maintenance cost of the canal. The table below lists the original and successor easement holders.

| <b>Table 2 - Canal 3 Maintenance Cost Distribution</b> |                                                                                |                                    |
|--------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------|
| <b>Original Joint Trust Member</b>                     | <b>Current Joint Trust Member</b>                                              | <b>Maintenance Cost</b>            |
| W.B. & Lois Barron                                     | Barron Water Control District                                                  | 33% BWCD<br>33% CSWCD<br>33% GGWCD |
| Joe A. & Wilmuth Hilliard, Marlin Hilliard             | Collins Slough Water Control District<br>Gerber Groves Water Control District* | 50% CSWCD<br>50% DGWCD             |
| Alico Land Development Company                         | Devils Garden Water Control District                                           | 100% DGWCD                         |

\* The Trustee member appointed by the Collins Slough Water Control District also represents the Gerber Groves Water Control District

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| <b>Table 3 - Canal 4 Maintenance Cost Distribution</b> |                                                                                 |                         |
|--------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------|
| <b>Original Parties to the Easement</b>                | <b>Current Successor to the Original Parties</b>                                | <b>Maintenance Cost</b> |
| Joe A. & Wilmuth Hilliard, Marlin Hilliard             | Collins Slough Water Control District<br>Hendry-Hilliard Water Control District | 50% CSWCD<br>50% HHWCD  |
| Alico Land Development Company                         | Devils Garden Water Control District                                            | 50%                     |

To prevent over drainage of lands along Canal 4, by lowering of the water table, four control structures are installed Canal 3. Incorporated into each of these structures are irrigation supply pumps. Irrigation water is delivered to the Devil's Garden Water Control District, Collins Slough Water Control District, Gerber Groves Water Control District and Barron Water Control District. Figure 3 shows the District's served and pump station locations. The pumps in the system (Super One, Super Two, Collins Slough Pump Station, and Devil's Garden Pump Station) lift water from the Caloosahatchee River in series and move it south. An additional pump into the cross canal between Super Two and the Collins Slough Pump Station directs irrigation water from Canal 3 to the Gerber Grove Water Control District. The Alico NE – PES project lands do not connect to the cross canal.

| <b>Table 4 –Pump Station Capacities</b>                                                                                                                                                                                                                                                                                                                                            |                        |                           |                        |                      |                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------|------------------------|----------------------|-----------------------|
| <b>Pump Station</b>                                                                                                                                                                                                                                                                                                                                                                | <b>Design Capacity</b> | <b>Installed Capacity</b> | <b>Discharge Stage</b> | <b>Pump On Elev.</b> | <b>Pump Off Elev.</b> |
| Super 1*                                                                                                                                                                                                                                                                                                                                                                           | 300,000 gpm            | 300,000 gpm               | 13.3' NAVD             | 12.8' NAVD           | 13.3' NAVD            |
| Super 2                                                                                                                                                                                                                                                                                                                                                                            | 300,000 gpm            | 225,000 gpm               | 19.7' NAVD             | 19.2' NAVD           | 19.7' NAVD            |
| Collins Slough                                                                                                                                                                                                                                                                                                                                                                     | 225,000 gpm            | 150,000 gpm               | 23.7' NAVD             | 23.2' NAVD           | 23.7' NAVD            |
| Devil's Garden                                                                                                                                                                                                                                                                                                                                                                     | 85,000 gpm             | 85,000 gpm **             | 28.7' NAVD             | 28.2' NAVD           | 28.7' NAVD            |
| <p>* The Super 1 pump station draws from a reach of Canal 3 with an open connection to the C-43 canal. The intake stage is held at a constant stage of 10.0 NAVD by the USACE.</p> <p>** As part of this project the Devil's Garden Pump Station capacity will be increased from 35,000 gpm to the Plan of Water Control Design capacity of 85,000 gpm listed above by others.</p> |                        |                           |                        |                      |                       |

The maintenance and operation of the irrigation pump stations is not clearly documented. Because the use of the irrigation pumps to supply the project is not an irrigation use, an agreement for the use of the pump stations and the sharing of the operation and maintenance cost has been executed by the parties operating the pumps. A copy is attached as Attachment 2.

| <u>Pump Station</u> | <u>Operated By</u> | <u>Initiated By</u> |
|---------------------|--------------------|---------------------|
| Project             | Alico              | SFWMD               |
| Devil's Garden      | Devil's Garden WCD | Alico               |
| Collins Slough      | Collins Slough WCD | Devil's Garden WCD  |
| Super 1 and 2       | Barron WCD         | Collins slough WCD  |

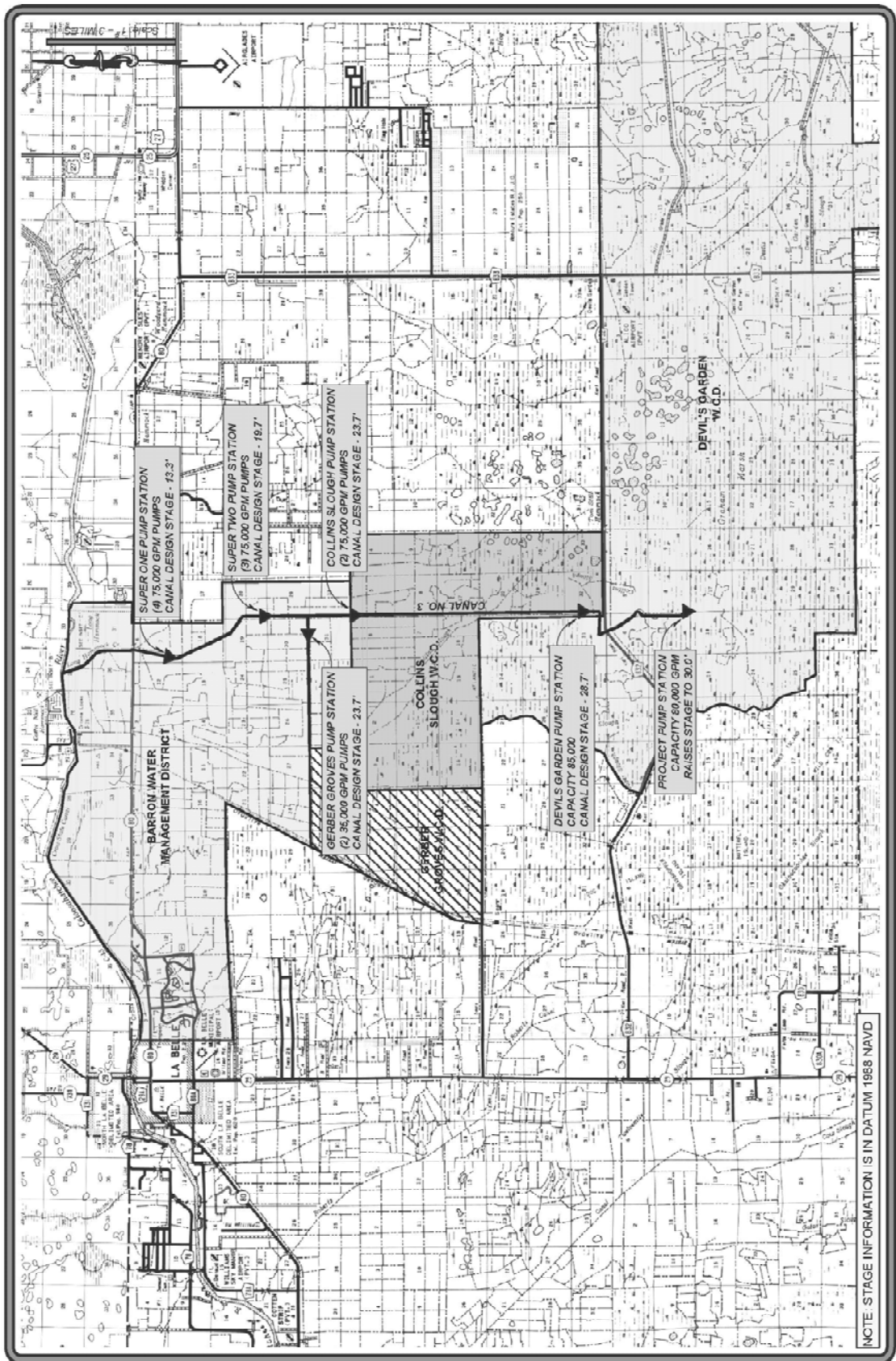


FIGURE 4 - WATER CONTROL DISTRICT FACILITIES  
MAP ALICO NE - PES  
HENDRY COUNTY, FLORIDA TO SERVE  
"ALICO, INC."

| REVISIONS |  | DATE | BY |
|-----------|--|------|----|
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SCALE: 1" = 3 MILES    DATE: MARCH 2017    SHEET 1 OF 1

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The Devils Garden Pump Station is located immediately north of Keri Road and the edge of Alico's NE – PES project. The pump station supplies the flow to the lands in the Devil's Garden Water Control District which include the Alico NE PES Project.

The project pump will draw runoff from the Canal 3 system to divert excess flows into the Alico NE – PES Project. The irrigation pumps will be operated to supplement the project pump.

Flow into the project will be measured using the pump capacity and hours of operation ( $\text{gpm} \times \text{hours} = \text{flow}$ ) at the project pump. Irrigation demand flow is measured at the super 1 pump station. Flows to the project will be deducted from the irrigation demand flow if both the project pump and super 1 operate on the same day.

It is noted the project pump has the potential, at times, to compete with irrigation flow to lands within the Canal 3. Should this condition occur, the project pumping rate will be reduced, such that the irrigation users' supply is not disrupted or reduced.

### c. Outfalls Offsite

The system is designed to retain runoff with no discharge. However, discharges may occur at the request of the SFWMD to supplement irrigation demands during droughts or to increase the project storage capacity in anticipation of large storm events. The design also includes discharge structures to provide drainage during extreme events when the project stages exceed the design depths.

The discharge capacity for the receiving basins were based on an allowable discharge rate of 30.1 csm for the Caloosahatchee River and Okaloachoochee Slough; and 11.5 csm for the East Ranch (C-139 Basin).

| <b>Table 5 – Drainage/Recovery Capacity</b> |                                       |
|---------------------------------------------|---------------------------------------|
| Receiving Body                              | Discharge Capacity<br>(ac-ft per day) |
| Caloosahatchee River                        | 140                                   |
| Okaloachoochee Slough                       | 195                                   |
| East Ranch (C-139 Basin)                    | 153                                   |

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| Table 6 - Outfall Structure Table |           |                       |                         |                           |                      |
|-----------------------------------|-----------|-----------------------|-------------------------|---------------------------|----------------------|
| Basin                             | Structure | Pipe Dia.<br>(Inches) | Weir Crest<br>(ft NAVD) | Top of Levee<br>(ft NAVD) | Receiving Basin      |
| 1                                 | 1-A       | 24                    | 25.9                    | 28.8                      | C-139                |
|                                   | 1-B       | 48                    | 25.2                    | 28.8                      | C-139                |
|                                   |           | 48                    | 25.2                    | 28.8                      |                      |
| 2N                                | 2-A       | 36                    | 26.7                    | 30.3                      | C-139                |
|                                   | 2-B       | See Detail            | 27.0                    | 30.3                      | C-139                |
| 2S                                | 2-C       | 36                    | 27.3                    | 29.8                      | Basin 1              |
|                                   |           | 36                    | 27.3                    | 29.8                      |                      |
|                                   |           | 36                    | 27.3                    | 29.8                      |                      |
| 3                                 | 3-A       | 48                    | 28.0                    | 30.6                      | Basin 2S             |
|                                   |           | 36                    | 28.0                    | 30.6                      |                      |
|                                   |           | 36                    | 28.0                    | 30.6                      |                      |
| 4                                 | 4-A       | 48                    | 28.5                    | 31.1                      | Basin 2N             |
|                                   | 4-B       | 48                    | 28.5                    | 31.1                      | Basin 3              |
|                                   | 4-C       | 48                    | 28.5                    | 31.1                      | Basin 5              |
|                                   | 4-D       | 36                    | 28.5                    | 31.1                      | Basin 6              |
|                                   |           | 36                    | 28.5                    | 31.1                      |                      |
| 5                                 | 5-A       | 36                    | 28.2                    | 31.3                      | Caloosahatchee       |
|                                   |           | 36                    | 28.2                    | 31.3                      | Caloosahatchee       |
|                                   | 5-B       | 36                    | 28.2                    | 31.3                      |                      |
|                                   |           | 36                    | 28.2                    | 31.3                      |                      |
|                                   |           | 6                     | 6-A                     | 48                        | 28.2                 |
| 48                                | 28.2      |                       |                         | 31.3                      |                      |
| 48                                | 28.2      |                       |                         | 31.3                      |                      |
| 42                                | 28.2      |                       |                         | 31.3                      |                      |
| 6-B                               | 18        |                       | 28.2                    | 31.3                      | Okaloacoochee Slough |

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| Table 7 - Emergency Overflow Structure Table |           |                         |                          |                           |                            |
|----------------------------------------------|-----------|-------------------------|--------------------------|---------------------------|----------------------------|
| Basin                                        | Structure | Weir Crest<br>(ft NAVD) | Weir Length<br>(ft NAVD) | Top of Levee<br>(ft NAVD) | Receiving Offsite<br>Basin |
| 1                                            | 1-O2      | 26.5                    | 19                       | 28.3                      | Caloosahatchee             |
| 2N                                           | 2-O2      | 27.9                    | 41                       | 30.3                      | Caloosahatchee             |
| 2S                                           | 2-O3      | 27.6                    | 22                       | 30.3                      | C-139                      |
| 3                                            | 3-O1      | 28.65                   | 38                       | 31.1                      | C-139                      |
| 4                                            | 4-O3      | 29.1                    | 119                      | 31.1                      | Okaloacoochee Slough       |
| 5                                            | 5-O2      | 28.8                    | 41                       | 31.3                      | Caloosahatchee             |
| 6                                            | 6-O3      | 29.3                    | 57                       | 31.3                      | Okaloacoochee Slough       |

### 3. Operations Criteria

#### A. Normal Operations

The project is designed to capture and retain rainfall.

The project consist of 7 basins. The basins have interconnections allowing gravity flow from the highest parts of the ranch to the lower lands. The berms separating the basins are akin to a terracing of the ranch. It is noted the ranch has very little elevation drop and receives no offsite flows. The use of this system allows for the ranch to efficiently store water at shallow depths.

During normal operations rainfall will fill each basin. If a basin reaches its control stage it will overflow to the adjacent lower basin. If basins without an adjacent lower receiving basin reach the maximum storage capacity, the basin will discharge to an existing offsite outfall.

The operator will vary the control structures to direct runoff to basins with the greatest storage available. This variation will be accomplished by adding boards to the structures to raise the stage and does not allow for lowering the control stage. In heavy rainfall events the operational boards above the control elevation should be removed to limit peak stages in the basin exceeding the design peak stage.

#### B. Pump Operations due to Conditions within the Lake Okeechobee

The project pump is provided to allow the project to reduce harmful discharges from Lake Okeechobee to the estuaries. The operation of the pump is authorized for each individual event by the SFWMD. The SFWMD will authorize the operation of the pump when the following conditions are met:

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1. Lake Okeechobee stage is above the bottom of the Low Band based on LORS 2008.
2. The 30-day mean salinity at I-75 is below 5 psu.
3. Storage capacity in the Alico NE-PES project is available.
4. Conveyance capacity is available in Canal 3.

It is noted the SFWMD has the flexibility to authorize operation of the project pump under other conditions at its own discretion.

Following authorization from the SFWMD to operate the pump, Alico will run the project pump and coordinate with the operators of the C-3 pump stations. Alico will keep the SFWMD updated as to the operating conditions onsite and status of the project pump. Alico will coordinate with operators of the C-3 pumps stations to insure the project pump does not interfere with the irrigation users' ability to withdraw irrigation water from C-3.

The project pump's operation is dictated by the storage capacity in the project and not by a single stage in the project. The pump can be operated if the capacity to store water in the project is greater than 2,500 ac-ft. Table 8 list stage versus available storage to assist in determining if there is capacities in the system to operate the pump. Following Table 8, there are three sample scenarios demonstrating the use of Table 8 to calculate the storage available.

It is noted during the time the above conditions are present the majority of the discharge in the C-43 to the estuary is from local basin runoff. The project draws from a canal which also drains a large watershed to the C-43. We anticipate much of the pumped runoff will be sourced from the basin. This removal of basin runoff provides capacity for others to discharge from Lake Okeechobee without increasing discharges to the estuary.

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| Stage<br>(Feet) | Table 8 - Available Storage (acre-feet) |          |          |          |           |          |          |
|-----------------|-----------------------------------------|----------|----------|----------|-----------|----------|----------|
|                 | Basin 1                                 | Basin 2N | Basin 2S | Basin 3  | Basin 4   | Basin 5  | Basin 6  |
| 24.1            | 380.8                                   | 1,735.9  | 400.0    | 1,136.5  | 4,525.6   | 1,537.4  | 1,174.4  |
| 24.2            | 375.5                                   | 1,734.3  | 399.1    | 1,136.5  | 4,525.2   | 1,536.9  | 1,174.4  |
| 24.3            | 369.7                                   | 1,732.6  | 398.1    | 1,136.5  | 4,524.7   | 1,536.5  | 1,174.4  |
| 24.4            | 363.3                                   | 1,730.7  | 397.0    | 1,136.5  | 4,524.2   | 1,536.0  | 1,174.4  |
| 24.5            | 356.3                                   | 1,728.8  | 395.7    | 1,136.4  | 4,523.7   | 1,535.6  | 1,174.4  |
| 24.6            | 348.6                                   | 1,726.6  | 394.4    | 1,136.4  | 4,523.1   | 1,535.1  | 1,174.4  |
| 24.7            | 340.3                                   | 1,724.4  | 392.9    | 1,136.4  | 4,522.5   | 1,534.6  | 1,174.4  |
| 24.8            | 331.4                                   | 1,721.9  | 391.3    | 1,136.4  | 4,521.9   | 1,534.1  | 1,174.4  |
| 24.9            | 321.7                                   | 1,719.3  | 389.6    | 1,136.4  | 4,521.3   | 1,533.6  | 1,174.4  |
| 25.0            | 309.8                                   | 1,715.5  | 387.2    | 1,136.3  | 4,520.4   | 1,533.1  | 1,174.4  |
| 25.1            | 289.2                                   | 1,705.9  | 382.3    | 1,135.9  | 4,518.3   | 1,532.6  | 1,174.4  |
| 25.2            | 260.8                                   | 1,690.4  | 374.9    | 1,134.9  | 4,515.1   | 1,532.0  | 1,174.4  |
| 25.3            | 230.3                                   | 1,672.7  | 366.8    | 1,133.8  | 4,511.6   | 1,531.4  | 1,174.4  |
| 25.4            | 197.7                                   | 1,652.8  | 358.0    | 1,132.5  | 4,507.9   | 1,530.8  | 1,174.4  |
| 25.5            | 162.8                                   | 1,630.4  | 348.3    | 1,131.0  | 4,504.0   | 1,530.1  | 1,174.4  |
| 25.6            | 125.7                                   | 1,605.4  | 337.9    | 1,129.2  | 4,500.0   | 1,529.4  | 1,174.4  |
| 25.7            | 86.2                                    | 1,577.9  | 326.6    | 1,127.3  | 4,495.7   | 1,528.7  | 1,174.4  |
| 25.8            | 44.4                                    | 1,547.6  | 314.4    | 1,125.1  | 4,491.2   | 1,527.9  | 1,174.4  |
| 25.9            | 0.0                                     | 1,514.5  | 301.3    | 1,122.6  | 4,486.4   | 1,527.1  | 1,174.4  |
| 26.0            | -50.9                                   | 1,474.0  | 285.5    | 1,117.4  | 4,480.7   | 1,526.0  | 1,174.4  |
| 26.1            | -128.8                                  | 1,416.8  | 259.2    | 1,106.2  | 4,470.1   | 1,521.8  | 1,174.4  |
| 26.2            | -229.9                                  | 1,346.4  | 223.5    | 1,091.5  | 4,454.8   | 1,514.2  | 1,174.1  |
| 26.3            | -334.1                                  | 1,271.1  | 185.0    | 1,076.0  | 4,438.0   | 1,505.6  | 1,173.9  |
| 26.4            | -441.1                                  | 1,190.8  | 143.6    | 1,059.6  | 4,419.6   | 1,496.0  | 1,173.6  |
| 26.5            | -550.7                                  | 1,105.4  | 99.0     | 1,042.3  | 4,399.5   | 1,485.3  | 1,173.4  |
| 26.6            | -663.1                                  | 1,014.9  | 51.2     | 1,024.1  | 4,377.7   | 1,473.4  | 1,173.1  |
| 26.7            | -778.1                                  | 919.3    | 0.0      | 1,005.0  | 4,354.1   | 1,460.4  | 1,172.8  |
| 26.8            | -895.7                                  | 818.4    | -54.8    | 984.9    | 4,328.5   | 1,446.2  | 1,172.4  |
| 26.9            | -1,015.9                                | 712.3    | -113.4   | 963.7    | 4,300.7   | 1,430.7  | 1,172.1  |
| 27.0            | -1,141.1                                | 590.0    | -181.8   | 938.0    | 4,267.2   | 1,411.7  | 1,171.2  |
| 27.1            | -1,271.6                                | 418.9    | -293.0   | 886.1    | 4,202.0   | 1,367.0  | 1,137.1  |
| 27.2            | -1,403.5                                | 211.0    | -442.1   | 809.5    | 4,106.0   | 1,296.2  | 1,068.1  |
| 27.3            | -1,535.5                                | 0.0      | -596.9   | 728.0    | 4,001.8   | 1,218.5  | 994.8    |
| 27.4            | -1,667.6                                | -213.8   | -756.8   | 641.4    | 3,889.4   | 1,133.7  | 917.0    |
| 27.5            | -1,799.8                                | -430.2   | -921.5   | 549.6    | 3,768.3   | 1,041.3  | 834.5    |
| 27.6            | -1,932.1                                | -649.0   | -1,090.9 | 452.6    | 3,638.3   | 941.3    | 747.1    |
| 27.7            | -2,064.5                                | -870.2   | -1,264.7 | 350.1    | 3,499.3   | 833.3    | 654.8    |
| 27.8            | -2,197.0                                | -1,093.6 | -1,442.6 | 242.2    | 3,350.7   | 717.1    | 557.2    |
| 27.9            | -2,329.6                                | -1,319.1 | -1,624.4 | 128.7    | 3,192.2   | 592.4    | 454.1    |
| 28.0            | -2,462.2                                | -1,548.6 | -1,813.9 | 0.0      | 3,004.7   | 446.2    | 339.2    |
| 28.1            | -2,594.9                                | -1,782.5 | -2,014.3 | -204.1   | 2,598.4   | 244.5    | 186.3    |
| 28.2            | -2,727.7                                | -2,018.1 | -2,220.0 | -475.3   | 1,984.8   | 0.0      | 0.0      |
| 28.3            | -2,860.5                                | -2,253.6 | -2,425.9 | -754.4   | 1,347.0   | -253.2   | -195.5   |
| 28.4            | -2,993.4                                | -2,489.2 | -2,632.0 | -1,041.0 | 685.3     | -514.9   | -400.3   |
| 28.5            | -3,126.4                                | -2,724.9 | -2,838.2 | -1,334.8 | 0.0       | -785.2   | -614.6   |
| 28.6            | -3,259.3                                | -2,960.6 | -3,044.7 | -1,635.9 | -708.8    | -1,063.9 | -838.8   |
| 28.7            | -3,392.4                                | -3,196.3 | -3,251.3 | -1,943.9 | -1,440.8  | -1,351.0 | -1,072.7 |
| 28.8            | -3,525.4                                | -3,432.0 | -3,458.0 | -2,258.8 | -2,195.5  | -1,646.1 | -1,316.6 |
| 28.9            | -3,658.5                                | -3,667.8 | -3,664.9 | -2,580.2 | -2,972.8  | -1,949.3 | -1,570.5 |
| 29.0            | -3,791.6                                | -3,903.7 | -3,871.9 | -2,921.0 | -3,803.5  | -2,272.3 | -1,852.2 |
| 29.1            | -3,924.8                                | -4,139.7 | -4,079.1 | -3,304.2 | -4,777.8  | -2,646.4 | -2,230.3 |
| 29.2            | -4,057.9                                | -4,375.7 | -4,286.6 | -3,713.9 | -5,859.8  | -3,057.9 | -2,686.0 |
| 29.3            | -4,191.1                                | -4,611.8 | -4,494.1 | -4,124.1 | -6,954.6  | -3,472.9 | -3,149.4 |
| 29.4            | -4,324.3                                | -4,847.9 | -4,701.6 | -4,534.7 | -8,061.5  | -3,891.3 | -3,620.5 |
| 29.5            | -4,457.5                                | -5,084.1 | -4,909.2 | -4,945.8 | -9,180.2  | -4,312.8 | -4,098.9 |
| 29.6            | -4,590.7                                | -5,320.2 | -5,116.7 | -5,357.2 | -10,310.5 | -4,737.4 | -4,584.5 |
| 29.7            | -4,723.9                                | -5,556.3 | -5,324.3 | -5,769.0 | -11,452.0 | -5,164.7 | -5,077.0 |
| 29.8            | -4,857.1                                | -5,792.5 | -5,531.9 | -6,181.0 | -12,604.4 | -5,594.8 | -5,576.1 |
| 29.9            | -4,990.3                                | -6,028.7 | -5,739.5 | -6,593.4 | -13,767.3 | -6,027.4 | -6,081.7 |
| 30.0            | -5,123.5                                | -6,264.9 | -5,947.1 | -7,006.0 | -14,952.8 | -6,464.3 | -6,601.3 |

## Draft REVISED May 2017 for SFWMD APPROVAL

Example Calculation 1

| <u>Basin</u> | <u>Stage</u> | <u>Storage</u> |  |
|--------------|--------------|----------------|--|
| 1            | 24.7         | 340.3          |  |
| 2N           | 26.3         | 1,271.1        |  |
| 2S           | 25.7         | 326.6          |  |
| 3            | 27.0         | 938.0          |  |
| 4            | 27.5         | 3,768.3        |  |
| 5            | 27.2         | 1,296.2        |  |
| 6            | 27.2         | 1,068.1        |  |
|              | total:       | 9,008.7        |  |

Available Storage is **greater** than 2,500 ac-ft  
Pump **can** operate

Example Calculation 1

| <u>Basin</u> | <u>Stage</u> | <u>Storage</u> |  |
|--------------|--------------|----------------|--|
| 1            | 24.8         | 331.4          |  |
| 2N           | 27.4         | -213.8         |  |
| 2S           | 26.1         | 259.2          |  |
| 3            | 28.1         | -204.1         |  |
| 4            | 28.0         | 3,004.7        |  |
| 5            | 27.7         | 833.3          |  |
| 6            | 27.8         | 557.2          |  |
|              | total:       | 4,567.9        |  |

Available Storage is **greater** than 2,500 ac-ft  
Pump **can** operate

Example Calculation 1

| <u>Basin</u> | <u>Stage</u> | <u>Storage</u> |  |
|--------------|--------------|----------------|--|
| 1            | 24.8         | 331.4          |  |
| 2N           | 27.2         | 211.0          |  |
| 2S           | 26.5         | 99.0           |  |
| 3            | 27.9         | 128.7          |  |
| 4            | 28.6         | -708.8         |  |
| 5            | 28.0         | 446.2          |  |
| 6            | 28.1         | 186.3          |  |
|              | total:       | 693.9          |  |

Available Storage is **less** than 2,500 ac-ft  
Pump **cannot** operate

## **Draft REVISED May 2017 for SFWMD APPROVAL**

### **C. Pre-storm and Storm Operation**

Prior to an anticipated large storm event(s) it may be advantageous to release stored water in the basin and increase the storage capacity for use during the event. Should the SFWMD or Alico decide releasing stored water to increase storage capacity may be beneficial, the parties will conferee to make a final determination. If a pre-storm release is found to be beneficial the SFWMD may authorize Alico to remove boards from the outfall structures and internal control structures. The SFWMD has the option to limit which receiving bodies are used during the release.

Pre-storm releases are not required. To release water from all basins and maximize the capacity all outfalls must be used. Any pre-storm operations will be in coordination with the operator of the C&SF FCP, at the SFWMD headquarters and the adjacent 298 Districts.

Releases into the C-139 Basin will be coordinated with the SFWMD. The SFWMD has requested no releases be made into the C-139 Basin if the stage at G151W headwater stage is at or above 18.7 NGVD; or the stage at C139S1 is at or above 23.0 NGVD.

### **D. Dry Condition/Water Supply Operation**

The project is designed to retain rainfall and dispose of the stored runoff via evapotranspiration and infiltration. The project is not intended to provide long term storage of runoff.

During times of irrigation demands, droughts in particular, the contract authorizes the SFWMD to direct excess stored water be released to supplement the irrigation demand. The SFWMD will determine which basin(s) receive the released water. The contract gives Alico the authority to determine if excess stored water is available within the project.

### **E. Consultation with Offsite Parties**

Prior to withdrawal of water from the C-3 Canal or discharge of flows to C-3 or C-4 Alico will consult with representatives of the Water Control Districts to the north using these facilities. The consultation will be made to insure the facilities have adequate capacity to provide water to the project pump or accept discharge.

The contact will be initiated by Alico to the operator of the Devils Garden, Collins Slough, Barron Super 2, and Barron Super 1 pump stations operators. It is noted the Collins Slough pump station operator also operates C-4. The consultation will be used to determine if the facilities have adequate capacity to serve the proposed project operations. If the capacity is not available Alico will inform the SFWMD the requested operation is not viable.

**F. Field Adjustment of Structures to Optimize Storage**

The project control structure are flashboard risers with gates installed to form weir structures. This arrangement allows for minor adjustments to the weir heights to optimize the project's storage.

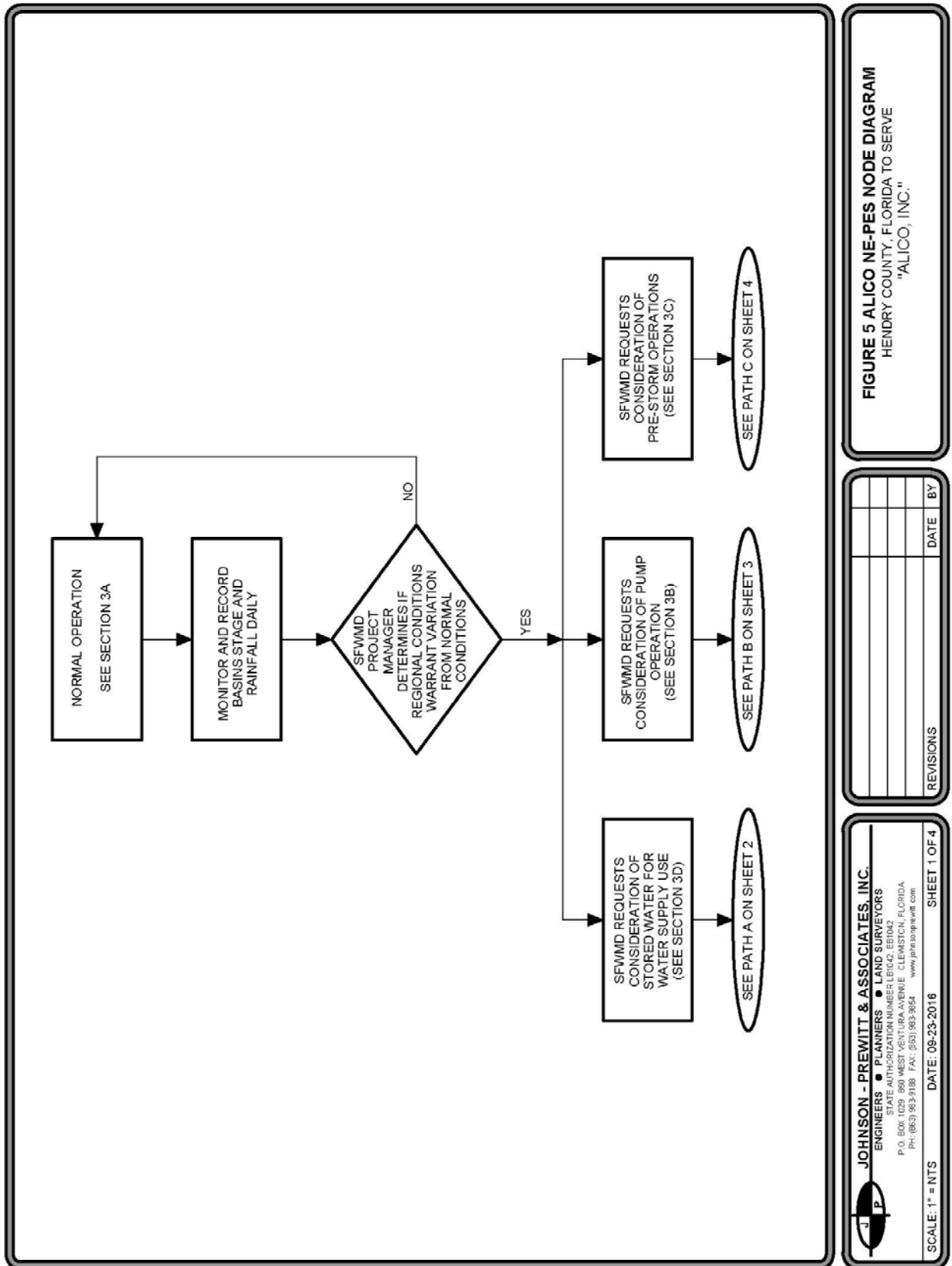
Due to the project size, weather variabilities, and differences in basin soils and vegetation the basins are anticipated to not cycle in unison. The structures allow for the addition of an 8 inch board. The boards can be used to stop flow to selected basins and direct the flow to basins with greater storage capacity. These boards will enable the operator to fill all of the basins. A basin is considered full when the basin stage is at the control elevation as listed in Table 1.

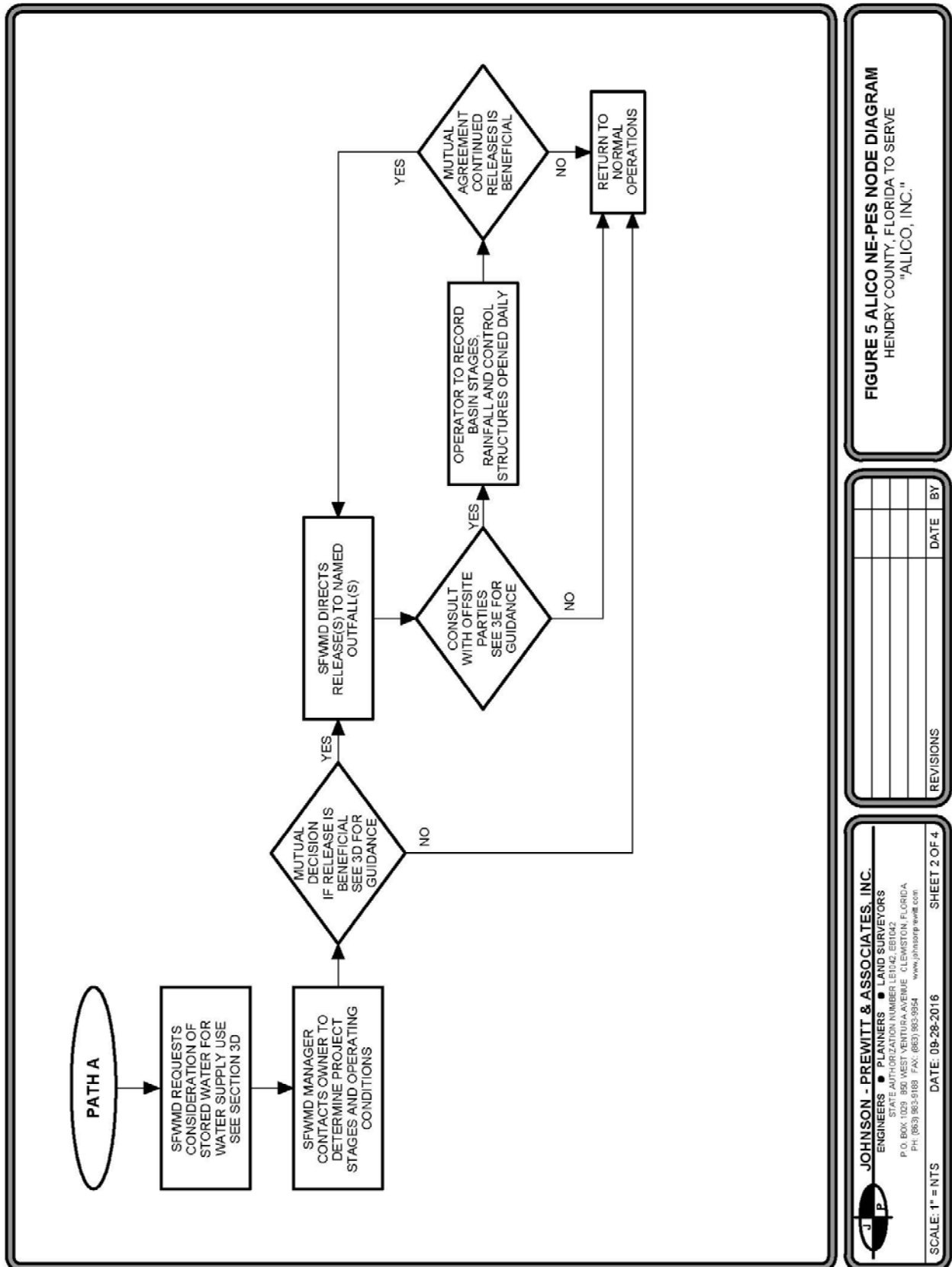
Adjustments to the control structures by the addition of boards will be made with the following objectives:

- Equalize the used storage capacity in the basins.
- Make full use of the storage capacity of all basins.
- Prevent storage above the control elevation.
- Direct any offsite discharge to the C-43 receiving body.
- Limit discharge to the C-139 basin.

**G. Coordination Protocol with the SFWMD**

**Figure 4 contains a nodal diagram with the operational protocol and coordination.**





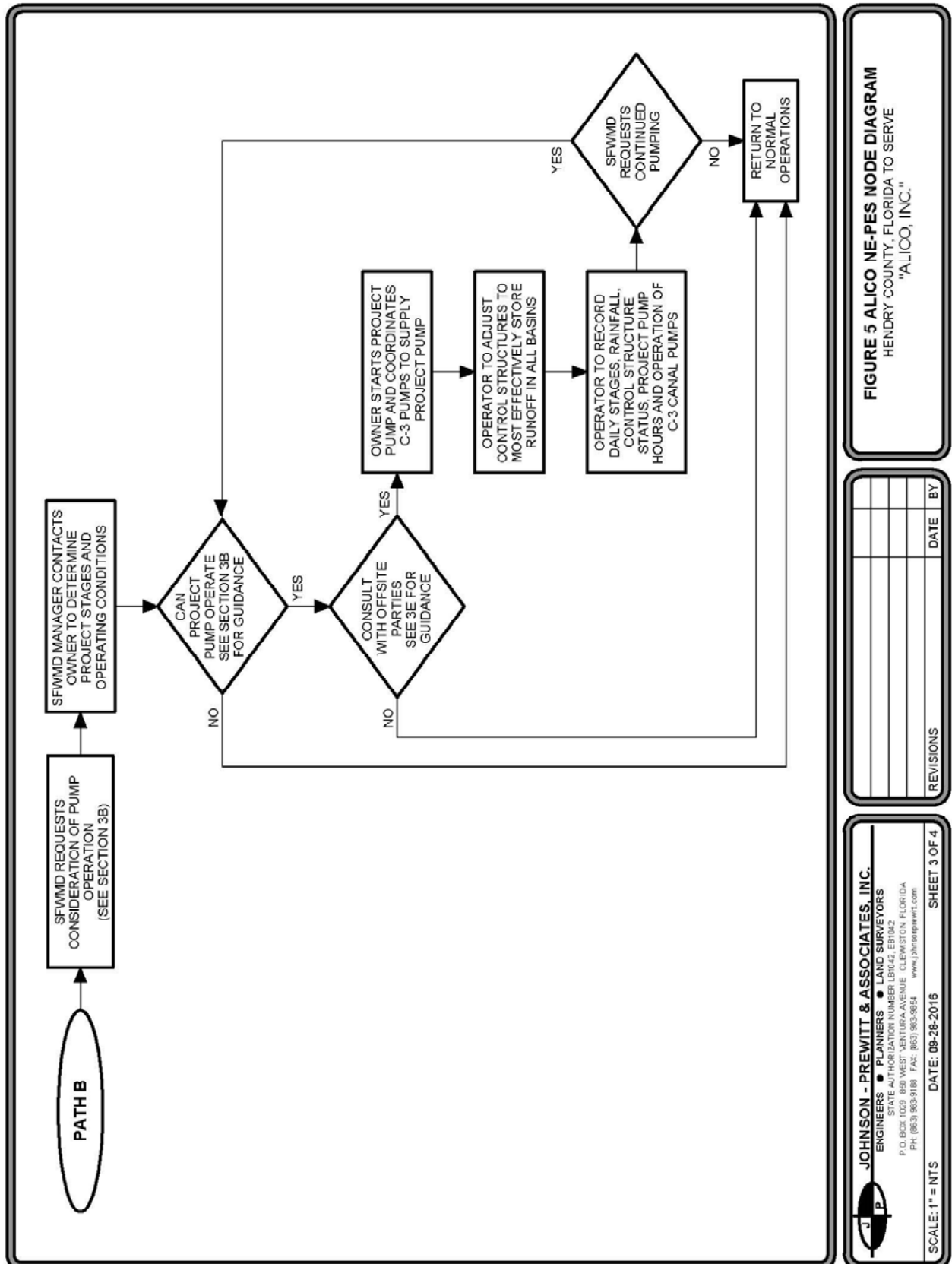
**FIGURE 5 ALICO NE-PES NODE DIAGRAM**  
HENDRY COUNTY, FLORIDA TO SERVE  
"ALICO, INC."

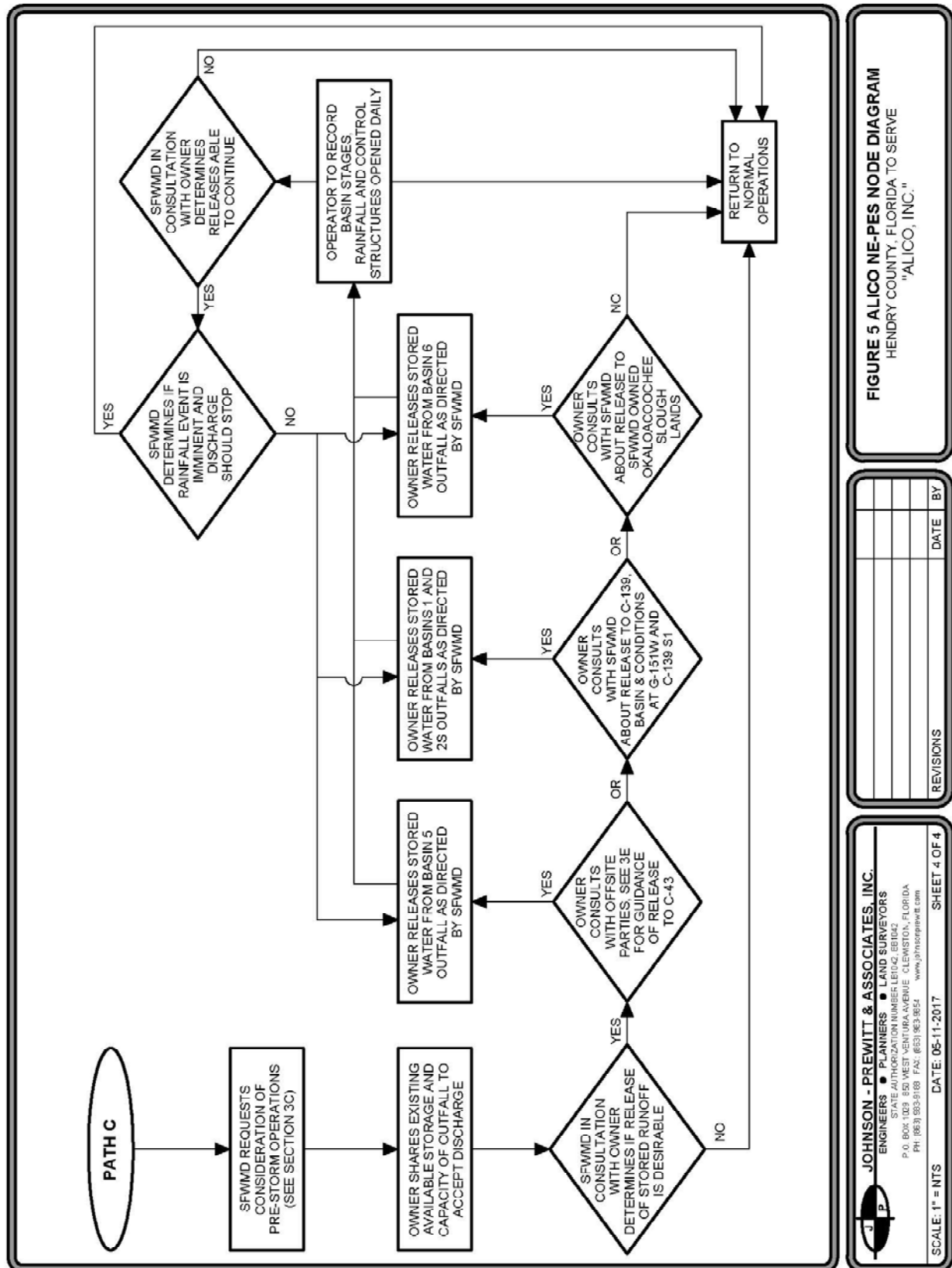
| REVISIONS | DATE | BY |
|-----------|------|----|
|           |      |    |
|           |      |    |
|           |      |    |
|           |      |    |



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www.johnsonprewitt.com

DATE: 09-28-2016  
SHEET 2 OF 4





## **Draft REVISED May 2017 for SFWMD APPROVAL**

### **H. Performance Monitoring**

#### **a. Landowner Responsibility**

Monthly monitoring reports will be submitted including the following:

Daily project pump operating hours and supply canal stage.

Daily log noting if pumps are operated in Canal 3 to supply water to the project.

Daily Basin Stages

Daily Rainfall

Daily log recording flow at outfall structures

Daily log recording offsite receiving stage, when flow through outfall structures.

Summary of duty hours.

Maintenance activities performed

#### **b. SFWMD Responsibility**

1. Water Quality as per regulatory requirements.

**END OF DOCUMENT**

### **List of Attachments**

|                      |                                                                                      |
|----------------------|--------------------------------------------------------------------------------------|
| <b>Attachment 1</b>  | Joint Trust Agreements                                                               |
| <b>Attachment 1a</b> | 1962 Original Agreement                                                              |
| <b>Attachment 1b</b> | 1971 Clarification and Modification of Agreement                                     |
| <b>Attachment 2</b>  | Canal 4 Easement Agreement                                                           |
| <b>Attachment 3</b>  | Alico Dispersed Water Storage Project Water Control District Reimbursement Agreement |
| <b>Attachment 4</b>  | Structure Links                                                                      |

#####

## **Attachment 1**

### Joint Trust Agreements

|               |                                                  |
|---------------|--------------------------------------------------|
| Attachment 1a | 1962 Original Agreement                          |
| Attachment 1b | 1971 Clarification and Modification of Agreement |

56-336

THIS INSTRUMENT, made and executed this 24th day of March, 1962, by and between W. B. HARRIS and LOUIE H. HARRIS, husband and wife, of La Belle, Hendry County, Florida, and WES. ELLA LEXLEY, unmarried, of Tampa, Hillsborough County, Florida, hereinafter referred to as first parties, and JOSE A. HILLIARD and WILHELMINE E. HILLIARD, husband and wife, of Clearwater, Hendry County, Florida, and MARLIN W. HILLIARD, unmarried, of La Belle, Hendry County, Florida, all hereinafter referred to as second parties, and ALCOO LAND DEVELOPMENT COMPANY, a Florida Corporation, with principal office at Jacksonville, Duval County, Florida, hereinafter referred to as third party;

WHEREAS, the parties hereto are desirous of jointly constructing, operating and maintaining a system of drainage canals and protective dikes as hereinafter described, and shown on attached map, Exhibit A, and made a part hereof, which will serve to drain and discharge excess waters from lands owned by the aforesaid parties, and

WHEREAS, first parties are the owners of the lands described and referred to in Paragraph 1 hereafter; and

WHEREAS, second parties are the owners of lands described and referred to in Paragraphs 2 and 3 hereafter; and

WHEREAS, third party is the owner of the lands described and referred to in Paragraph 4 hereafter.

WITNESSETH THEREFORE, that for and in consideration of the mutual benefits which will flow to each of the parties hereto and accrue to the lands served by the drainage canals, control structures, bridges, grade crossings, and protective dikes constructed hereunder and as hereinafter described, and other good and valuable considerations, including the promises, covenants, and conditions herein set forth, the parties hereto mutually covenant and agree as follows, to wit:

- (1) First parties do hereby grant, give, transfer and convey unto the

56 MS 357

second and third parties a right of way easement, together with the right to locate, construct, operate and maintain that portion of drainage canals, designated as canals number 1, 2, and 3, and that portion of protective dike designated as dike number 1, in, on, and over their lands described as follows, to wit:

Canal No. 1 - A 125' R/W lying in Sections 3, 10 and 15, Township 43 South, Range 30 East, Hendry County, Florida, being 80' westerly and 45' easterly of a center line described as beginning 752.53 feet east of the NW corner of said Section 3, thence south  $0^{\circ} 04' 07''$  east 2,013.3 feet, thence south  $04^{\circ} 21' 53''$  west 4,635.55 feet, thence south  $2^{\circ} 57' 07''$  east 1,640.30 feet to beginning of a curve concave to the northeast, having a central angle of  $61^{\circ} 13'$  with a radius of 101.45 feet, thence 108.30 feet along said curve to end of curve, thence south  $64^{\circ} 10' 07''$  east 112.95' to the west R/W line of the ACLER less that part lying within the R/W of S. R. #80.

Also: A strip of land 100' wide lying adjacent to and parallel with the east R/W line of the ACLER in Sections 15, 16, 21, 28, 29, Township 43 South, Range 30 East, Hendry County, Florida, beginning on the south boundary of Section 29 and running northeasterly 15,992'.

A 160' R/W lying in Sections 28 and 33, Township 43 South, Range 30 East, Glades County, Florida, being 100' west and 60' east of a center line described as beginning 1,208.63' west of the southeast corner of said Section 33, thence north  $0^{\circ} 04' 07''$  west 226.7 feet; thence north  $8^{\circ} 47' 07''$  west approximately 8,500 feet to the south R/W line of the Caloosahatchee Canal, less that part lying within the R/W of S. R. #80.

Canal No. 2 - A 150' right of way through Sections 2, 11, 14, 15, 22 and 27, Township 43 South, Range 30 East, Hendry County, Florida, being 75' each side of a center line described as follows: Beginning at a point 2,072.38 feet north  $89^{\circ} 54' 08''$  east and 50 feet south  $1^{\circ} 06'$  east of the northwest corner of Section 2, Township 43 South, Range 30 East, thence south  $1^{\circ} 06'$  east a distance of 599.1 feet, thence south  $11^{\circ} 03'$  west a distance of 9,700.1 feet, thence south  $24^{\circ} 38'$  west a distance of 4,568.3 feet, thence south  $15^{\circ} 50'$  west a distance of 8,629.4 feet, thence south  $23^{\circ} 12'$  west a distance of 50.9 feet to a point on the south boundary of Section 27, said point being 726.7 feet east of the southwest corner of Section 27.

FLORIDA OFFICIAL RECORDS  
HENDRY COUNTY, FLORIDA

10:54 A - 9 MAR 1962

DOROTHY L. CLARK  
CLERK CIRCUIT COURT

44896  
MAY 10

# BK 56

A 170' R/W lying in Sections 36, 37, 38 and 39, Township 42 South, Range 30 East, Glades County, Florida, being 170' east and 80' west of a center line described as beginning 75.75' east of the southwest corner of said Section 36, thence north 70° 12' 52" east 175.5 feet, thence north 0° 05' 52" west 6,344.9 feet, thence north 21° 15' 52" west 120.2 feet, thence north 16° 15' 52" west 111 feet to the south boundary of the U. S. E. D. Citrona Lake reservation, less that part lying within the R/W of S. R. #80.

Canal No. 3 - A 150' right of way through Sections 6, 7, 16, 19, 20, 29, 30, 31 and 32, Township 43 South, Range 31 East, Hendry County, Florida, being 115' easterly and 15' westerly of a center line described as follows: Beginning at a point 2,090.5' east of the northwest corner of Section 6, Township 43 South, Range 31 East, thence south 11° 08' 04" west 2,111.1 feet, thence south 10° 42' 04" west 3,337.75 feet, thence south 29° 24' 16" east, 511.37', thence south 14° 36' 46" east 357.08 feet, thence south 26° 11' 15" east 1,498.9 feet, thence south 24° 55' 45" east 2,131.3 feet, thence south 45° 59' 46" east 942.7 feet, thence south 42° 16' 46" east 611.13 feet, thence south 37° 28' 46" east 315.92 feet to beginning of a curve concave to the southwesterly having a central angle of 35° 49' 20" with a radius of 436.28 feet, thence along said curve 272.77 feet to end of curve, thence south 1° 39' 26" east, parallel to the west boundary of Sections 20, 29 and 32, Township 43 South, Range 31 East, 13,105.46 feet to the south boundary of Section 32, Township 43 South, Range 31 East, less that part lying within right of way of S. R. #80.

A 170' R/W lying in Sections 25 and 36, Township 42 South, Range 30 East, and Section 31, Township 42 South, Range 31 East, Glades County, Florida, being 170' westerly of a line described as beginning 103.2' east of the southwest corner of said Section 31, thence north 0° 49' 34" east 3,185.39' to beginning of a curve concave to the west, having a central angle of 47° 31' with a radius of 2,292.01', thence north-easterly along said curve 1,900.81 feet to end of curve, thence north 46° 41' 26" west 1,581.7 feet, thence north 21° 46' 26" west approximately 2,900 feet to the south R/W line of the Caloosahatchee canal, less that part lying within R/W of S. R. #80.

58 MAR 1938

Dike No. 1 - The south 60 feet of Sections 35 and 36, Township 43 South, Range 30 East; also the south 60 feet of Sections 31 and 32, Township 43 South, Range 31 East, Hendry County, Florida.

(2) The second parties do hereby grant, give, transfer and convey unto the first and third parties, a right of way easement, together with the right to locate, construct, operate and maintain that portion of protective dike number 1, in, on and over their lands, described as follows, to wit:

Dike No. 1 - The north 125 feet of Sections 32 east of AGL ER, 33 and 34, also the east 125 feet of Section 34, all in Township 43 South, Range 30 East, also the north 50 feet of Sections 1 and 2, and the east 125' of the north 50' of Section 3, Township 44 South, Range 30 East, and the north 50 feet of Sections 5 and 6, Township 44 South, Range 31 East, all in Hendry County, Florida.

(3) The second parties also do hereby grant, transfer and convey unto the third party a right of way easement, together with the right to locate, construct, operate and maintain that portion of drainage canals designated as numbers 1, 2, and 3 and protective dike number 2, in, on and over their lands described as follows, to wit:

Canal No. 1 - A strip of land 100' wide lying in Section 32, Township 43 South, Range 30 East, Sections 5, 6, 7 and 13, Township 44 South, Range 30 East, and Section 13, Township 44 South, Range 29 East, Hendry County, Florida, beginning at the north boundary of said Section 32 and running southeasterly adjacent to and parallel with the east R/W line of the AGL ER 23,778.2 feet to south boundary of said Section 13.

Canal No. 2 - A 150' right of way through Sections 33 and 34, Township 43 South, Range 30 East, Sections 8, 9, 16 and 17, Township 44 South, Range 30 East, Hendry County, Florida, being 75' each side of a center line, described as follows: Beginning at a point on the north boundary of Section 34, Township 43 South, Range 30 East, 726.7 feet east of the NW corner of said Section 34, thence south  $23^{\circ} 12'$  west a distance of 5,278.9 feet, thence south  $25^{\circ} 56'$  west a distance of 8,218.0 feet to a point 50 feet east and 1,502.4 feet south of the NW corner of Section 9, Township 44 South, Range 30 East, thence south  $2^{\circ} 32'$  east and parallel to the west boundary of said Section 9 a distance of 3,915.7 feet, thence south  $1^{\circ} 18'$  east and parallel to the west boundary of Section 16 a distance of 5,413.4 feet to a point on the south boundary of Section 16 50 feet east of the SW corner, subject to easement of Florida Power and Light Company.

58 = 400

Canal No. 3 - A 120' R/W lying in Sections 7, 8, 9, 17, 18, Township 44 South, Range 31 East, Hendry County, Florida, being 75' each side of a center line described as follows: Beginning at a point 40' east of the NW corner of said Section 9, thence south parallel to the west boundary of Sections 9 and 8 to the south boundary of Section 9; thence north-westerly to the SW corner of Section 17. Also: The west 75' of Sections 20, 21 and 32, Township 44 South, Range 31 East, Hendry County, Florida, subject to easement of Florida Power and Light Company and less that part lying within R/W of S. R. No. 832.

Dike No. 2 - The south 62.5 feet of Section 13, Township 44 South, Range 29 East, east of ACL RR, the south 62.5 feet of Sections 13, 14, 15, 16, 17, and 18, Township 44 South, Range 30 East, and the south 62.5 feet of Section 18, Township 44 South, Range 31 East, all in Hendry County, Florida.

(4) The third party does hereby grant, give, transfer and convey to the second party a right of way easement, together with the right to locate, construct, operate and maintain that portion of canal number 3 and protective dike number 2 in, on, and over its lands described as follows, to wit:

Canal No. 3 - The east 75' feet of Sections 15, 30 and 31, Township 44 South, Range 31 East, Hendry County, Florida, less that part lying within R/W of S. R. No. 832.

Dike No. 2 - The north 62.5 feet of Section 24, Township 44 South, Range 29 East, east of ACL RR, the north 62.5 feet of Sections 19, 20, 21, 22, 23 and 24, Township 44 South, Range 30 East, and the north 62.5 feet of Section 19, Township 44 South, Range 31 East, Hendry County, Florida.

The parties hereto further mutually covenant and agree as follows, to wit:

(a) That each party hereto, and their employees, servants, agents, contractors and sub-contractors, shall have the right of ingress and egress in, over and through land hereinabove described and through which said proposed canals and protective dikes pass, for the purpose of locating, constructing, operating and maintaining said drainage canals, control structures and protective dikes. Further, it is expressly agreed and understood that the

lands covered herein will be used for and only for the purpose of constructing, operating and maintaining said drainage canals, control structures and protective dikes, and neither party hereto shall authorize any entry upon said lands for any other purpose, or suffer any other person, firm, or corporation to use said lands for any other purpose.

(b) In order that first and second parties may cross said canals with such equipment, materials and animals as they now use or may use in connection with farming, ranching, or any other operations conducted on their lands, bridges and/or grade crossings shall be constructed and maintained as follows:

One wooden bridge on Canal Number 1 in Section 14, Township 43 South, Range 30 East.

One Grade crossing with metal culverts on Canal Number 2 in Section 14, Township 43 South, Range 30 East.

One grade crossing with metal culverts on Canal Number 3 in Section 18, Township 43 South, Range 31 East.

One grade crossing with metal culverts on Canal Number 2 in Section 9, Township 44 South, Range 30 East.

One grade crossing with metal culverts on Canal Number 3 in Section 8, Township 44 South, Range 31 East.

The construction costs of bridges and/or grade crossings as set forth above shall be borne on the following basis: All costs of construction on the lands of the first parties shall be shared equally by the parties hereto, with the construction costs of those on the lands of the second parties being shared equally by second and third parties.

(c) In addition to bridges and/or grade crossings designated above, first parties shall have the right to install bridges and/or grade crossings across said canals, or to construct waterways into those portions of the canals passing through their lands, for the purpose of permitting water to be discharged from adjacent lands into said canals. Likewise, second parties shall

have the right to install bridges and/or grade crossings across said canals or to construct waterways into those portions of said canals passing through their lands, for the purpose of permitting water to be discharged from adjacent lands into said canals. In either case, the parties not involved in the construction of any bridges and/or grade crossings other than those specifically designated under above clause (b) shall not be responsible for the cost of construction, operation or maintenance thereof. It is further agreed and understood that all such bridges, grade crossings or waterways installed on or into said canals under this provision shall be of such capacity, design and construction as mutually agreed upon by the parties hereto.

(d) Since the Calcasieu River is subject to overflowing from time to time during periods of abnormally heavy rainfall, there will be times when the first parties will be unable to accommodate the flow of water from lands of the second and third parties onto its property, therefore, adequate control structures shall be installed and maintained at points where said canals enter the south boundary of the lands of the first parties, so that the flow of water into said canals from lands of second and third parties may be slowed or stopped during such times as the Calcasieu River is overflowing on lands of first parties. Likewise, control structures shall be installed at points where said canals enter the south boundary of the lands of the second parties so that the flow of water may be stopped from flowing from lands of the third party onto the lands of the second parties at such times that it cannot be discharged across the lands of the first parties.

(e) In order that the flow of water may be effectively controlled by such control structures, protective dikes shall be constructed on and along the south and west boundaries of the lands of the first parties, heretofore designated and described as dike number 2.

(f) Since it may not be desirable that water be continuously discharged through aforesaid canals during periods of dry weather, in addition to those control structures mentioned under (d) above, a control structure shall be installed and maintained on lands of the first parties in Section 33, Township 42 South, Range 30 East, on Canal Number 1, and in Section 26, Township 42 South, Range 30 East, on Canal Number 2 and in Section 25, Township 42 South, Range 30 East, on Canal Number 3, so that the flow of water through said canals may be reduced during periods of dry weather.

(g) The construction costs of canals, control structures and protective dikes constructed under this agreement shall be borne on the following basis: First parties shall bear 20% of the construction costs on that portion of said canals and control structures on and passing through their lands and 20% of the construction cost of protective dike #1, and control structures at points where said canals enter lands of first parties, with the remaining 80% of all such costs being shared equally by the second and third parties. Further, cost of constructing that portion of the canals passing through lands of the second parties, control structures at points where said canals enter their lands and protective dike #2 shall be shared equally by second and third parties.

(h) Maintenance costs of said canals, control structures, bridges, grade crossings and protective dikes shall be borne by the parties hereto on the same basis as the construction costs as set forth under (b) and (g) above. Further, the parties hereto, or their duly authorized representatives shall meet in La Belle, Florida, during the month of November of each year (the meeting place, time and date to be set by the parties hereto from year to year) for the purpose of setting up a maintenance program to be carried out during the calendar year immediately following and for decision on any other matters relating to this agreement.

(i) All easements and rights granted hereunder are and shall be perpetual until and unless cancelled or modified by all the parties by recorded document.

(1) The construction of such canals, canal structures, protective dikes, bridges and/or groin openings as provided herein shall be completed on the lands of the first parties on or before June 30, 1963 and in the lands of the second parties on or before June 30, 1963, unless prohibited or impossible because of acts of God or matters beyond reasonable control of the parties.

(2) This Agreement cancels and supersedes Memorandum of Agreement by and between the parties hereto, dated June 20, 1959, relating to the construction, operation and maintenance of canals or a system of canals on, over and across lands owned by first and second parties as described therein. Third party herein has now succeeded to all right, title and interest of The Atlantic Land and Improvement Company in said agreement.

(3) This Agreement shall be binding on the parties, their heirs, devisees, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

Witnesses as to First Parties:

W. D. Barron  
W. D. Barron  
Lola H. Barron  
Lola H. Barron

Witnesses as to Second Parties:

Ella H. Hendry  
Ella H. Hendry  
W. D. Barron  
W. D. Barron, Attorney-in-Fact  
FIRST PARTIES  
James A. Halliard  
James A. Halliard  
William H. Halliard  
William H. Halliard  
SECOND PARTIES

Witnesses as to Third Parties:

ALICO LAND DEVELOPMENT COMPANY  
By J. K. [Signature]  
Attorney John B. Allen  
THIRD PARTIES



58 405

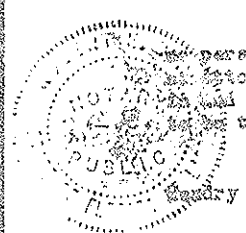
STATE OF FLORIDA

COUNTY OF HENDRY

I hereby certify that on this 9<sup>th</sup> day of March 1962, before me personally appeared W. B. BARRON, LOIS H. BARRON, his wife, and W. B. Barron, Attorney-in-Fact for ELLA H. HENDRY, to me known to be the persons described in and who executed the foregoing Agreement and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Witness my signature and official seal at La Belle, in the County of Hendry and State of Florida, the day and year last aforesaid.

My Commission Expires: 9/11/64

  
Notary Public

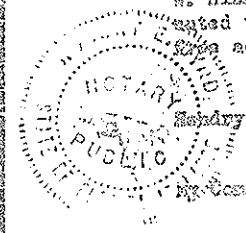
STATE OF FLORIDA

COUNTY OF HENDRY

I hereby certify that on this 9<sup>th</sup> day of March 1962, before me personally appeared JOE A. HILLIARD, WILMUTH Y. HILLIARD, his wife, and MARLIN W. HILLIARD, unmarried, to me known to be the persons described in and who executed the foregoing Agreement and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Witness my signature and official seal at La Belle, in the County of Hendry and State of Florida, the day and year last aforesaid.

My Commission Expires: 9/11/64

  
Notary Public

STATE OF FLORIDA

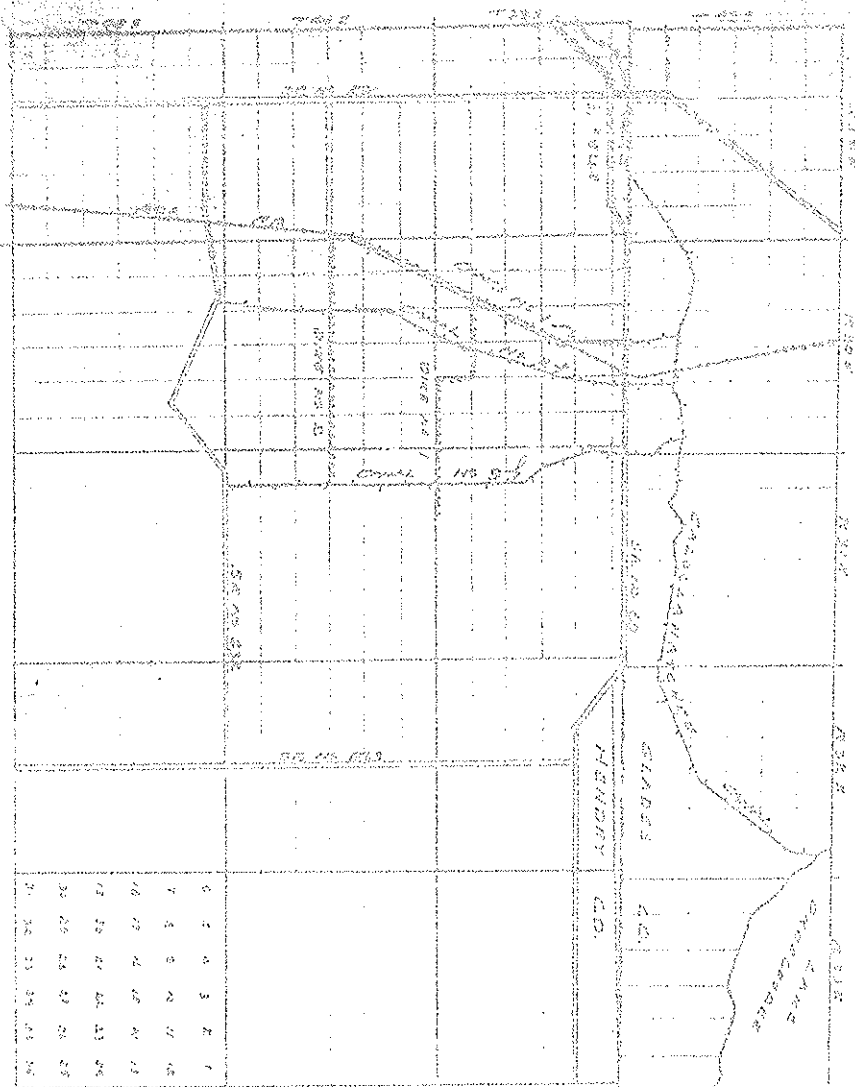
COUNTY OF HENDRY

I hereby certify that on this 9<sup>th</sup> day of March 1962, before me personally appeared J. R. SPATZ and GLORIA B. ALLEN, President and Secretary, respectively, of the ALICO LAND DEVELOPMENT COMPANY, a corporation under the laws of the State of Florida, to me known to be persons described in and who executed the foregoing Agreement and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at La Belle, in the County of Hendry, and State of Florida, the day and year last aforesaid.

My Commission Expires: 7/11/64

  
Notary Public



11/17/71

BOOK 154 PAGE 96

RECORDED IN OFFICIAL RECORDS  
HENRY COUNTY, FLORIDA

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CLERK OF DISTRICT COURTS

CLERK OF DISTRICT COURTS  
CLERK OF DISTRICT COURTS  
EXISTING DRAINAGE EASEMENT AGREEMENT

INDEXED

THIS AGREEMENT entered into this 22<sup>nd</sup> day of November, 1971, by and between W. B. BARRON and LOIS H. BARRON, husband and wife, hereinafter referred to as BARRON; JOE A. HILLIARD and WILMUTH Y. HILLIARD, husband and wife, and MARLIN W. HILLIARD, hereinafter jointly referred to as HILLIARD; ALICO LAND DEVELOPMENT COMPANY, a Florida corporation, hereinafter referred to as ALICO; and GERBER GROVES WATER CONTROL DISTRICT, a drainage district in Hendry County, Florida, created under Chapter 298, Florida Statutes, hereinafter referred to as GERBER.

WITNESSETH, That:

WHEREAS, BARRON, together with ELLA HENDRY, as first parties, HILLIARD as second parties, and ALICO as third party, did heretofore enter into a certain drainage easement agreement dated March 9, 1962, and filed of record in O.R. Book 56, at Page 396 of the public records of Hendry County, Florida, and O.R. Book 26, at Page 492 of the public records of Glades County, Florida; said drainage easement agreement being hereinafter referred to as "ORIGINAL AGREEMENT"; and

WHEREAS, the aforementioned ELLA HENDRY has since become deceased, and her property, insofar as this agreement is concerned is presently vested in her daughter, LOIS H. BARRON, referred to above; and

WHEREAS, the canals, dikes, control structures and similar improvements contemplated by the ORIGINAL AGREEMENT have been fully constructed and completed, and have been in use for several years heretofore, all to the full and complete satisfaction of the parties to said ORIGINAL AGREEMENT; and

WHEREAS, the said canals have since been put to use of irrigation by oral or parol understandings between the parties; and

For Assignment of this Mortgage see Book 154 page 134  
Done this 1st day of March, A.D. 1972  
Chas. R. Williams  
Clerk Circuit Court

THIS INSTRUMENT WAS PREPARED BY:  
LLOYD G. HENDRY, Attorney at Law  
2390 SECOND STREET, FORT MYERS, FLORIDA 33902

WHEREAS, HILLIARD, subsequent to the date of the ORIGINAL AGREEMENT, did sell a portion of his lands being serviced by said canals, which lands are now included in the GERBER GROVES WATER CONTROL DISTRICT; and

WHEREAS, the parties hereto recognize the likelihood that other sales may be made in the future by some or all of the parties with respect to all or substantial portions of the lands owned by them and serviced by said canals, so that, from time to time, the ownership of the original large tracts of land involved may become divided and fragmented so that title will become vested in numerous ownerships; and

WHEREAS, the parties hereto are mindful of the complications and difficulties which could conceivably arise under such a divided and fragmented situation, and they desire to clarify the ORIGINAL AGREEMENT in order to guard against and protect existing and future ownerships against such complexities and contingencies insofar as it is possible to do so.

NOW, THEREFORE, in consideration of the premises, and the mutual obligations and promises hereinafter set forth, as well as other good and valuable considerations, all of the parties hereto have agreed as follows:

1. LANDS INVOLVED:

Inasmuch as the ORIGINAL AGREEMENT did not specifically describe the actual lands which would enjoy the benefits as well as the burdens of the drainage works described therein, it is understood and agreed as follows:

- (a) Lands of BARRON are particularly described in Exhibit "A" attached hereto and made a part hereof.
- (b) Lands of HILLIARD are described in Exhibit "B" attached hereto and made a part hereof.
- (c) Lands of ALICO are described in Exhibit "C" attached hereto and made a part hereof.
- (d) The GERBER lands are described in Exhibit "D" attached hereto and made a part hereof.

2. PURPOSE:

The ORIGINAL AGREEMENT contemplated drainage of the respective properties as an incident to agricultural use thereof. The parties hereto anticipate that substantial portions of the lands involved may be used for residential, commercial and other purposes other than agricultural, and therefore, agree that such uses are consistent with the tenor and purposes of this agreement.

3. DRAINAGE SYSTEM:

Depicted on Exhibit "E" attached hereto and made a part hereof, are three (3) canals numbered 1, 2 and 3, respectively, extending Southward from the Caloosahatchee River Canal through the properties of the respective parties as shown on said Exhibit "E", said canals are hereinafter sometimes referred to as the "SYSTEM".

Also part of the SYSTEM is an East-West canal situated on the boundary of the HILLIARD and BARRON property and the GERBER tract and the BARRON tract immediately South of Dike No. 1 where the dike runs East and West and immediately West of Dike No. 1 where the dike runs North and South. Such dike is referred to in the original drainage agreement.

Also included as part of the SYSTEM is the canal located immediately Southerly of Dike No. 2, running East and West, as described in the original agreement.

Also depicted on said Exhibit "E" is a canal designated as Canal No. 4, extending from Canal No. 3 on the East in a Westerly direction to the GERBER lands described in Exhibit "D". Said Canal No. 4 is wholly owned by BARRON and is expressly excluded from the SYSTEM which consists of Canals Nos. 1, 2 and 3, and the canals contiguous to Dike No. 1 and Dike No. 2, and the said dikes.

4. DISTRIBUTION OF MAINTENANCE COSTS:

(a) As to that portion of the SYSTEM existing on BARRON property, maintenance costs shall be payable as follows:

(1) As to Canal No. 1 - 20% by BARRON, 40% by GERBER and 40% by ALICO.

(2) As to Canal No. 2 - 20% by BARRON, 10% by HILLIARD, 35% by GERBER and 35% by ALICO.

(3) As to Canal No. 3 - 20% by BARRON, 35% by HILLIARD, 35% by ALICO and 10% by GERBER.

(b) As to that portion of the SYSTEM known as Dike No. 1, and the canal immediately contiguous thereto, the maintenance costs shall be payable 33-1/3% by HILLIARD, 33-1/3% by GERBER and 33-1/3% by ALICO.

(c) As to that portion of the SYSTEM known as Dike No. 2 and the canal immediately contiguous thereto, the maintenance costs thereof shall be payable 33 1/3% by ALICO, 33 1/3% by HILLIARD and 33 1/3% by GERBER.

(d) As to those portions of Canal No. 1 and Canal No. 2 which cross the GERBER lands, the maintenance costs shall be payable 50% by GERBER and 50% by ALICO.

(e) As to those portions of Canal No. 1 and Canal No. 2 which cross the ALICO lands, the maintenance costs shall be payable 100% by ALICO.

(f) As to that portion of Canal No. 3 running from State Road No. 832 North to the South boundary of the BARRON lands, the maintenance costs shall be payable 50% by HILLIARD and 50% by ALICO. As to that part of Canal No. 3 extending South of said State Road No. 832, the maintenance costs shall be borne 100% by ALICO.

(g) The SYSTEM maintenance contemplated by the parties is the removal of shoals which might occur in the canals, and the removal of hyacinths and other vegetation, from time to time, which may tend to retard the flow of water in the canals, and for the maintenance and repair of said canals and existing structures constituting a portion of said canals,

(h) As to the basic SYSTEM maintenance described herein, the charge for maintenance under the formula set forth above

was a personum obligation and did not constitute a charge or lien against the lands benefited; and no purchaser of all or any portion of the lands benefited or burdened need inquire into or require proof of payment of such prior maintenance charge.

5. IRRIGATION:

From time to time in the past several years, BARRON has granted permission for water to be channeled by HILLIARD and GERBER from the Caloosahatchee River through Canal No. 3 of the SYSTEM and caused to backflow Southward via said Canal No. 3 by the use of certain pumps presently situated in Canal No. 3, thereby permitting certain lands owned by HILLIARD and GERBER to enjoy the fruits and benefits of irrigation during dry periods. All of the parties understand and agree that such irrigation use was not permitted or contemplated by the ORIGINAL AGREEMENT between the parties, and that subsequent license or permission by BARRON did not, in any manner, subject the BARRON lands to any additional burden or easement in favor of HILLIARD or GERBER; that any license or permission as to irrigation granted by BARRON was oral, temporary and subject to termination at any time at the sole discretion of BARRON and without cause; no vested right having accrued to the lands of HILLIARD, GERBER or ALICO by reason of such oral license or permission. It is also expressly understood and agreed by all parties to this agreement that the prior installation of any pump or pumps within the SYSTEM, as well as within Canal No. 4, aforementioned, was similarly based on oral permission or license by BARRON, said license or permission by BARRON being subject to termination at the sole discretion of BARRON at any time and without cause and without any vested right thereto accruing to the lands of either HILLIARD, GERBER or ALICO. Unless hereafter set forth in writing by the interested parties, the foregoing provisions concerning irrigation represents the only agreement with respect to irrigation.

6. OWNERS USE OF EASEMENT AREAS AND GOVERNMENTAL REGULATIONS:

Each property owner has unlimited and unrestricted

access across the easement areas wherever they exist upon his own lands, including the right to construct bridges or culverts for roadways, crossings, or utility lines, or similar facilities across such canals at his own expense; such improvements (bridges, culverts, etc.) shall be designed according to good engineering practice in order to minimize the effects on the flow of drainage intended by this agreement. Maintenance expenses incurred or created by reason of the construction of such improvements shall be the sole responsibility of the party making the improvement.

All parties hereto understand and agree that any right to obtain water from or discharge water into the Caloosahatchee River by means of the SYSTEM is or could be subject to regulations and control by the U. S. Corps of Engineers, the Central and Southern Florida Flood Control District, and other governmental units or authorities.

7. GERBER GROVES WATER CONTROL DISTRICT:

It is understood by the parties hereto that any right to use the SYSTEM which may have been granted in conjunction with lands heretofore conveyed by HILLIARD to others is presently vested in the GERBER GROVES WATER CONTROL DISTRICT; and said District is participating in the SYSTEM maintenance charges on a basis as set forth heretofore.

8. EXTENSION OF BENEFITS:

No party to this agreement has the right to extend, grant or assign the benefits hereof, in whole or in part, to lands other than those described on attached Exhibits A, B, C and D.

9. MODIFICATIONS:

In order to meet and contend with the complexities referred to in the preamble of this document, the following modifications to the ORIGINAL AGREEMENT are hereby agreed upon:

- (a) Effective January 1, 1972, the general management, operation and control of the SYSTEM shall be vested in a non-salaried Board of Trustees, as hereinafter defined, which shall have the following authority:

(1) Determine what maintenance or improvements shall, from time to time, be done or made to the drainage system and contract for the performance of such work; provided, however, that the determination by the Trustees as to the work required to be performed shall be reasonable and consistent with the purposes hereinabove set forth; and provided further that where the work to be undertaken is something other than routine maintenance, the Trustees shall first obtain the written permission of the owner of the lands on which such work is to be done.

(2) Collect from the owners of the respective lands the sums of monies necessary to accomplish the work contemplated by this agreement and pay the costs thereof under the pro rata formula set out in paragraph 4 above. In the event that the lands of the respective parties are hereafter owned by multiple owners, the respective owners shall pay their respective shares based on a per acre proration. This is to say, for example, that if ALICO should sell its lands to 10 separate owners, such owners would be required to contribute to the appropriate percentile responsibility set forth in paragraph 4 above on an acreage pro rata basis, which amount would be a fraction in which each acreage ownership would be the numerator and the total acreage set forth on Exhibit "C" would be the denominator.

Failure or refusal to pay the pro rata amount required to be paid under this provision, shall result in a lien upon the property benefited by the SYSTEM and owned by the party refusing to make such payment. Said lien shall also secure reasonable attorneys' fees incurred as an incident to the collection of such unpaid charge or the enforcement of such lien. Said lien, however, shall not become effective, and third parties dealing with the title to the subject property shall not be charged with notice of such lien, unless and until a claim of lien is filed of record in the county where the lands sought to be liened are situated. The unpaid charge shall bear interest at the maximum rate pre-

scribed by Florida law from the date the amount became due until fully paid. Suit to recover a money judgment for unpaid charges, plus interest thereon at the maximum rate prescribed by Florida law, and reasonable attorneys' fees incurred incident to collection and bringing of suit, may be maintained without waiving the lien securing same.

(3) Grant irrigation permits and control the use thereof from time to time, and upon such terms, conditions and costs as to said Board may seem equitable and proper, and will not cause damage to or impair the rights of other owners; it being understood and agreed by the parties that the operation of the SYSTEM is a non-profit operation, and all charges and assessments to be imposed are intended solely to recover the actual reasonable costs incurred. Said Trustees may also grant permits to install pumps appropriately situated in the easement areas on such terms and conditions as to said Board may seem equitable and proper. PROVIDED, HOWEVER, that so long as W. B. BARRON and LOIS H. BARRON, or either of them, should own any part of Sections 25 and 36 of Range 30 East, Township 42 South and Sections 30 and 31 of Range 31 East, Township 42 South, in Glades County, and Sections 1, 12, 13, 24, 25 and 36 of Range 30 East, Township 43 South and Sections 6, 7, 18, 19, 20, 29, 30, 31 and 32 of Range 31 East, Township 43 South, in Hendry County, or retain a mortgage against any part thereof, then and in that event, any and all irrigation permits issued by said Trustees must be expressly approved in writing by either of the said BARRONS, before such permit or permits shall be valid.

(4) The Trustees shall meet annually on March 15 of each and every year at such place and at such time as they may jointly agree upon, unless such date falls upon a Sunday or holiday, in which event the meeting shall take place on the next succeeding business day. The Trustees shall also meet at such other times and places as they may from time to time agree upon.

(b) The Trustees who shall comprise the initial Board shall be as follows:

W. D. BARRON (representing lands in Exhibit "A")

JOE A. HILLIARD (representing lands in Exhibits  
"B" and "D")

J. R. SPRATT (representing lands in Exhibit "C")

Said Board of Trustees shall be known as:

"BOARD OF TRUSTEES OF THE BARRON-HILLIARD-  
ALICO COOPERATIVE DRAINAGE PLAN".

(c) Said Trustees shall continue to hold office until such time as a successor trustee is designated as hereinafter set forth. In case of resignation or vacancy created for any reason, a successor trustee shall be designated in the following manner:

(1) It is recognized that one Trustee represents one specific area of land in Exhibit "A", another Trustee represents the lands described in Exhibits "B" and "D", and another Trustee represents the lands described in Exhibit "C". If a vacancy occurs in the trusteeship for any of the above areas, the fee owner or owners of record of a majority of the acreage comprising such lands represented by said trusteeship may designate to the remaining members of the Board of Trustees, in writing, the name of a successor Trustee, who shall, upon being so designated, be authorized to perform and assume all of the rights and duties of a trustee as prescribed hereby.

(2) The designation of a successor trustee shall be made within 60 days after a vacancy occurs.

(3) If no designation is received by the Board of Trustees, properly signed by the fee owner or owners of record (or their proxies), of a majority of the acreage where the vacancy exists, within 60 days after such vacancy occurs, then the remaining Trustees may cause a Notice of Vacancy to be run, once a week for four (4) consecutive weeks, in a newspaper of general circulation in Hendry County and Glades County, Florida, advising of such vacancy, and the manner in which a designation should be made. If a majority of the acreage in the area where the vacancy exists is in a single ownership, a copy of such Notice shall be sent by registered mail to such owner within not less than five (5) days after the first date of publication by the Board of Trustees. If no proper designation is received within sixty (60) days from the date of first publication

of legal Notice, then and in that event the surviving Trustees shall have the right to appoint a successor trustee who shall serve in the stead of his predecessor until such time as a proper designation is made by the fee owner or fee owners of a majority of the acreage in which the vacancy occurred.

(d) The Trustees shall not do any act or thing outside or beyond the scope of the ORIGINAL AGREEMENT and this Clarification and Modification Agreement which would increase the burden on the properties affected without affording a concurrent benefit.

(e) The fee owner or owners of record of a majority of the acreage within the area which a Trustee represents may remove and replace said Trustee with or without cause; and any Trustee may be removed from office by a Court of competent jurisdiction for improper, arbitrary or unreasonable conduct. In the event of a Trustee's removal, the successor trustee shall be chosen in the manner set forth in paragraph 9(c) above.

(f) If any landowner shall fail to pay to the Board of Trustees such landowner's pro rata share of maintenance costs within sixty (60) days after being billed for same, the said Trustees shall have a right to enforce collection of same in the manner provided by 9(a)(2) above.

(g) If all or any part of the respective lands described in Exhibits "A", "B", "C" or "D" attached hereto should be incorporated into additional drainage, water control, or improvement district pursuant to appropriate governmental Statute, then and in such event the rights, privileges and obligations, prescribed by this Agreement, of the landowners within that District shall be automatically transferred to and be vested in the Board of Supervisors or other appropriate governing body of said District, including the right to designate successor trustees. In the event such District should thereafter be terminated, or for any reason should cease to exist, or in the event any existing District involved in this Agreement should cease to exist, then and in that event, the rights, privileges and obligations prescribed by this Agreement shall revert to the landowners within such terminated District.

(h) Further modifying the ORIGINAL AGREEMENT, any owners may widen, enlarge, deepen, make extensions from any existing canal, and modify or remove any structure from any existing canal of the SYSTEM within his own property limits, at his own expense, and may permit the use of the easements prescribed by the ORIGINAL AGREEMENT within the limits of his own property for navigational, fishing and recreational purposes; provided, however, that none of the foregoing shall have a deleterious effect upon the rights of the other property owners through the SYSTEM. In case any owner should enlarge any original canal, then and in that event, such owner shall provide for an adequate maintenance easement, not less than 50 feet wide, measured from the design top of the canal bank, along both sides of said enlarged canal, which maintenance easement shall not be dug away, except as hereinafter set forth, nor obstructed by improvements of a permanent nature. Where lateral canals are cut through such maintenance easements, appropriate bridges or crossings to furnish maintenance access shall be provided by the property owner making such improvements. If at some future date the Trustees decide to use a portion of said 50-foot maintenance area for canal purposes, they shall have the right to do so, however, in such event, the owner would not be required to furnish additional land to widen the maintenance area. Said maintenance easement may be used for the deposit of spoil removed in maintaining or enlarging an aforesaid canal, and the owner of the fee shall be the owner of the spoil and entitled to remove the same. Any additional maintenance easement shall be made a matter of public record by means of a recorded plat or recorded easement document, and no purchaser of any lands in the area of the SYSTEM shall be charged with notice of such additional maintenance easement until such document evidencing same is duly recorded.

In case of any major changes in any portion of the SYSTEM contemplated by any owner, the Board of Trustees shall be given

thirty (30) days notice of such contemplated action, so that the Trustees may ascertain whether or not there will be a deleterious effect on the other property owners in the SYSTEM.

Provided further, however, that the Trustees' maintenance obligations shall be limited to the original confines of the original existing canals of the SYSTEM prior to such modification. where the canal is enlarged, the owner enlarging such canal shall be responsible for any increase in the costs of maintenance caused by such enlargement. Such maintenance work may be done by the Trustees and they may assess such increase in the maintenance costs against the property owner as may be appropriate.

10. This agreement shall not be deemed to supersede or supplant the ORIGINAL AGREEMENT, and all provisions thereof remain in full force and effect, save and except as clarified, altered or amended hereby. In the event of conflict between any of the terms and provisions of the ORIGINAL AGREEMENT and this Clarification and Modification Agreement, the provisions of the latter shall govern.

11. This agreement shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of the respective parties hereto.

12. If the contemplated sale by W. B. BARRON and LOIS H. BARRON, husband wife, to GENERAL DEVELOPMENT CORPORATION of the lands described in Exhibit "A" hereof, is not consummated and closed within six (6) months after the date of the execution of this agreement, then and in that event, this agreement shall be null, void and of no force and effect, unless the parties should jointly agree upon a waiver of this paragraph in writing.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals as of the date hereinabove first written.

Witnesses as to BARRON:

Robert Barron

W. B. Barron (SEAL)  
W. B. Barron

Lois H. Barron

Lois H. Barron (SEAL)  
Lois H. Barron

Witnesses as to Joe A. Hilliard and Wilmoth Y. Hilliard:

Weston R. Tamm

Joe A. Hilliard (SEAL)  
Joe A. Hilliard

Wilmoth Y. Hilliard

Wilmoth Y. Hilliard (SEAL)  
Wilmoth Y. Hilliard

Witnesses as to Marlin W. Hilliard:

Marlin W. Hilliard  
Marlin W. Hilliard

Marlin W. Hilliard (SEAL)  
Marlin W. Hilliard

Witnesses as to ALICO:

Beatrice W. Bayle

ALICO LAND DEVELOPMENT COMPANY

Barbara Ann Kelly

By: J. A. Spratt (SEAL)  
J. A. Spratt, President

Attest: Gloria B. Allen  
Gloria B. Allen, Secretary

Witnesses as to GERBER GROVES WATER CONTROL DISTRICT:

Victor L. Beer

GERBER GROVES WATER CONTROL DISTRICT

Beatrice W. Bayle

By: Victor L. Beer (SEAL)  
Victor L. Beer, President of Board of Supervisors

Attest: Kenneth Troxel  
Kenneth Troxel, Secretary

STATE OF FLORIDA  
COUNTY OF Lee

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared W. B. BARRON and LOIS H. BARRON, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes stated therein.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of August, 1971

My Commission expires:

Robert Barron  
Notary Public

1-10-73

STATE OF FLORIDA

BOOK 154 PAGE 108

COUNTY OF HENDRY

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared JOE A. HILLIARD and WILMUTH Y. HILLIARD, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid, this 1st day of December, 1971.

My Commission expires:

Jan. 10, 1973

[Signature]  
Notary Public

STATE OF FLORIDA

COUNTY OF HENDRY

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared MARLIN W. HILLIARD to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid, this 3rd day of December, 1971.

My Commission expires:

My Commission Expires April 13, 1973

[Signature]  
Notary Public

STATE OF FLORIDA

COUNTY OF HENDRY

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared J. R. SPRATT and GLORIA B. ALLEN, well known to me to be the President and Secretary, respectively, of ALICO LAND DEVELOPMENT COMPANY, a Florida corporation; and that they severally executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation; and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 22nd day of November, 1971.

My Commission expires:

[Signature]  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 22, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.

BOOK 154 PAGE 110

STATE OF FLORIDA

COUNTY OF *HENDRY*

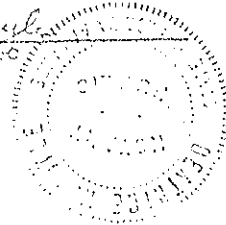
I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared VICTOR L. BEER and KENNETH TROXEL, well known to me to be the President of Board of Supervisors and Secretary respectively, of GERBER GROVES WATER CONTROL DISTRICT, a drainage district in Hendry County, Florida, created under Chapter 298, Florida Statutes, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said district and that the seal affixed thereto is the true official seal of said district.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of December, 1971.

My Commission expires:

Beatrice W. Bailey  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 22, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.



EX-151 111

EXHIBIT "A"

Range 30 East, Township 42 South:  
That portion of Sections 25, 26, 27, 28 and 29 South  
of the Caloosahatchee River right-of-way;  
Sections 32, 33 and 34 (less any lands therein not  
owned by Barron);  
Sections 35 and 36

Range 31 East, Township 42 South:  
That portion of Section 30 South of the Caloosahatchee  
River right-of-way, and Section 31

Range 30 East, Township 43 South:  
Sections 1 through 5, inclusive, 8 through 17, inclusive,  
22 through 27, inclusive, 35, 36 and that portion of  
Sections 21, 28 and 29 located East of the Seaboard  
Coast Line Railroad right-of-way

Range 31 East, Township 43 South:  
Sections 6, 7, 18, 19, 20, 29, 30, 31 and 32

Subject to railroad right-of-way and public road  
right-of-way

Doc. 154 vs 112

EXHIBIT "B"

Range 30 East, Township 44 South:  
Sections 1, 2, 3, 10, 11, 12, 13, 14 and 15

Range 31 East, Township 44 South:  
Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 20,  
21, 28, 29, 32 and 33

704 164 113

Exhibit "C"

Range 30 East, Township 44 South:  
Sections 19 through 36, inclusive

Range 31 East, Township 44 South:  
Sections 19, 30 and 31

Range 30 East, Township 45 South:  
Sections 1 through 18, inclusive

Range 31 East, Township 45 South:  
Sections 5, 6, 7, 8, 17 and 18

Range 29 East, Township 44 South:  
That portion of Sections 24, 25 and 36 East of  
the Seaboard Coast Line Railroad right-of-way

Range 29 East, Township 45 South:  
That portion of Sections 1, 12 and 13 East of  
the Seaboard Coast Line Railroad right-of-way

0004 154 MS 114

EXHIBIT "D"

Range 30 East, Township 43 South:  
Sections 33 and 34, and that portion of Section 32  
East of the Seaboard Coast Line Railroad right-of-way

Range 30 East, Township 44 South:  
Sections 4, 8, 9, 16 and 17, and that portion of  
Sections 5, 6, 7 and 18 East of the Seaboard Coast Line  
Railroad right-of-way

Range 29 East, Township 44 South:  
That portion of Section 13 East of the Seaboard Coast  
Line Railroad right-of-way

UCOA 154 PAGE 115



## **Attachment 2**

Canal 4 Easement Agreement

# BK 64

DRAINAGE EASEMENT AGREEMENT

BOOK 64 PAGE 119

THIS INDENTURE, made and executed this 29th day of May, 1963, by and between JOE A. HILLIARD and WILMUTH Y. HILLIARD, husband and wife, of Clewiston, Hendry County, Florida, and MARLIN W. HILLIARD, unmarried, of La Belle, Hendry County, Florida, all hereinafter referred to as first party, and ALICO LAND DEVELOPMENT COMPANY, a Florida corporation, with principal office at Jacksonville, Duval County, Florida, hereinafter referred to as second party;

WHEREAS, the parties hereto are desirous of jointly constructing, operating and maintaining a drainage canal as hereinafter described, and shown on attached plat, Exhibit A, and made a part hereof, which will serve to drain and discharge excess waters from lands owned by the aforesaid parties, and

WHEREAS, first party is the owner of the lands described and referred to in Paragraph 1 hereafter,

WITNESSETH, THEREFORE, that for and in consideration of the mutual benefits which will flow to each of the parties hereto and accrue to the lands served by the drainage canal constructed herein and as hereinafter described, and other good and valuable considerations, including the premises, covenants, and conditions herein set forth, the parties hereto mutually covenant and agree as follows, to wit:

(1) First party does hereby grant, give, transfer and convey unto the second party a right of way easement, together with the right to locate, construct, operate and maintain a drainage canal on and over its lands described, as follows, to wit:

The North 70 feet of the East 863.7 feet of the West 938.7 feet of Section 3, Township 44 South, Range 31 East; Also a 150' right of way lying in Sections 3, 4, 9, 10, 15, 16, 21, 22, 27, 28, 33 and 34, Township 44 South, Range 31 East, Hendry County, Florida, being 75 feet East and 75 feet West of a survey line described as beginning at the Northwest corner of Section 3, Township 44 South, Range 31 East, thence South 1°07'41" East a distance of 31,911.02 feet to the Southwest corner of Section 34, Township 44 South, Range 31 East, less right of way of State Road S-832 and subject to easement of Florida Power and Light Company.

The parties hereto further mutually covenant and agree as follows, to wit:

(a) That each party hereto, and their employees, servants, agents, contractors and subcontractors, shall have the right of ingress and egress in, over and through the lands hereinabove described and through which said drainage canal passes, for the purpose of locating, constructing, operating and maintaining said drainage canal. Further, it is expressly agreed and understood that the

FILED IN OFFICIAL RECORDS  
HENDRY COUNTY, FLORIDA

10:47 A. 29 MAY '63

DOROTHY MOORE CLARK

CLERK HENDRY COUNTY

INDEXED 45064

# BK 64

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668 64 120

lands covered herein shall be used by the second party for and only for the purpose of constructing, operating and maintaining said drainage canal and second party shall not authorize any entry upon said lands for any other purpose, or suffer any other person, firm, or corporation to use said lands for any other purpose.

(b) First party shall have the right to install control structures, bridges and/or grade crossings, or to construct waterways into said canal. Second party, however, shall not be responsible for the cost of construction, operation and maintenance of such structures, bridges and/or grade crossings or waterways. It is further agreed and understood that all such control structures, bridges, grade crossings or waterways installed on or into said canal under this provision shall be of such capacity, design and construction as mutually agreed upon by the parties hereto.

(c) It is further understood that the materials excavated in constructing said canal shall be deposited on the right of way granted herein, and may hereafter be utilized by the first party for the construction of an access road on that portion of the right of way not actually utilized by said canal, provided that such road is not constructed in such a manner as to interfere with operation and maintenance of said canal. Further, the first party may convey to Hendry County or to the State Road Department of the State of Florida, the right to construct an access road on that portion of the right of way granted herein, not actually utilized in the construction, operation and maintenance of said canal.

(d) No landowner, except the parties hereto, will be permitted to discharge water into said canal without expressed permission in writing, from the parties hereto. Further, the construction of any ditch into or structure on or across the right of way granted herein by parties other than parties hereto, shall be constructed in accordance with plans and specifications approved by parties hereto.

(e) Cost of construction and maintenance of the canal constructed under this agreement shall be borne equally by the parties hereto.

(f) It is further mutually agreed and understood that any party to which the parties hereto may extend permission to discharge water into said canal, will share in the maintenance costs of said canal to the extent agreed upon by the parties hereto.

(g) The parties hereto, or their duly authorized representatives, shall meet in Clewiston during the month of November of each year (the meeting place, time and date to be set by the parties hereto from year to year), for the purpose

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BK 64

-3-

REV 64 121

of setting up a maintenance program to be carried out during the calendar year immediately following, and for decision on any other matters relating to this Agreement.

(h) All rights granted hereunder shall be perpetual until and unless cancelled or modified by all of the parties hereto by recorded document.

(i) The construction of the drainage canal and control structure as provided herein shall be completed on or before December 31, 1964.

(j) This agreement cancels and supersedes Memorandum of Agreement by and between the parties hereto dated February 21, 1961, recorded in Official Record Book 51, Pages 68-71, Hendry County, Florida, relating to the construction, operation and maintenance of a drainage canal on, over and across lands owned by Joe A. Hilliard and Wilmoth Y. Hilliard, Husband and wife, and Marlin W. Hilliard, as described therein.

(k) This Agreement cancels and supersedes Drainage Easement Agreement dated June 30, 1958, recorded in Official Record Book 35, Pages 473-476, Hendry County, Florida, relating to the construction, operation and maintenance of a drainage canal over and across lands owned by Joe A. Hilliard and Wilmoth Y. Hilliard, husband and wife, and Marlin W. Hilliard, as described therein.

(l) This Agreement shall be binding on the parties, their heirs, devisees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Witnesses as to First Party:

John L. Hall  
Michael H. Penning

Joe A. Hilliard  
Joe A. Hilliard  
Wilmoth Y. Hilliard  
Wilmoth Y. Hilliard  
Marlin W. Hilliard  
Marlin W. Hilliard

FIRST PARTY

Witnesses as to Second Party:

Robert J. [Signature]  
Charles L. [Signature]

ALICO LAND DEVELOPMENT COMPANY  
By [Signature]  
President  
Attest: [Signature]  
Secretary  
SECOND PARTY

# BK 64

STATE OF FLORIDA

64 122

COUNTY OF HENDRY

I hereby certify that on this 29th day of May 1963, before me personally appeared JOE A. HILLIARD, WILMUTH Y. HILLIARD, his wife, and MARLIN W. HILLIARD, unmarried, to me known to be the persons described in and who executed the foregoing Agreement and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Witness my signature and official seal at LaBelle, in the County of Hendry, and State of Florida, the day and year last aforesaid.



*Robert E. Dwyer*  
Notary Public

STATE OF FLORIDA

COUNTY OF HENDRY

I hereby certify that on this 29th day of May 1963, before me personally appeared J. R. SPRATT and GLORIA B. ALLEN, President and Secretary, respectively, of the ALICO LAND DEVELOPMENT COMPANY, a corporation under the laws of the State of Florida, to me known to be persons described in and who executed the foregoing Agreement and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at La Belle, in the County of Hendry, and State of Florida, the day and year last aforesaid.

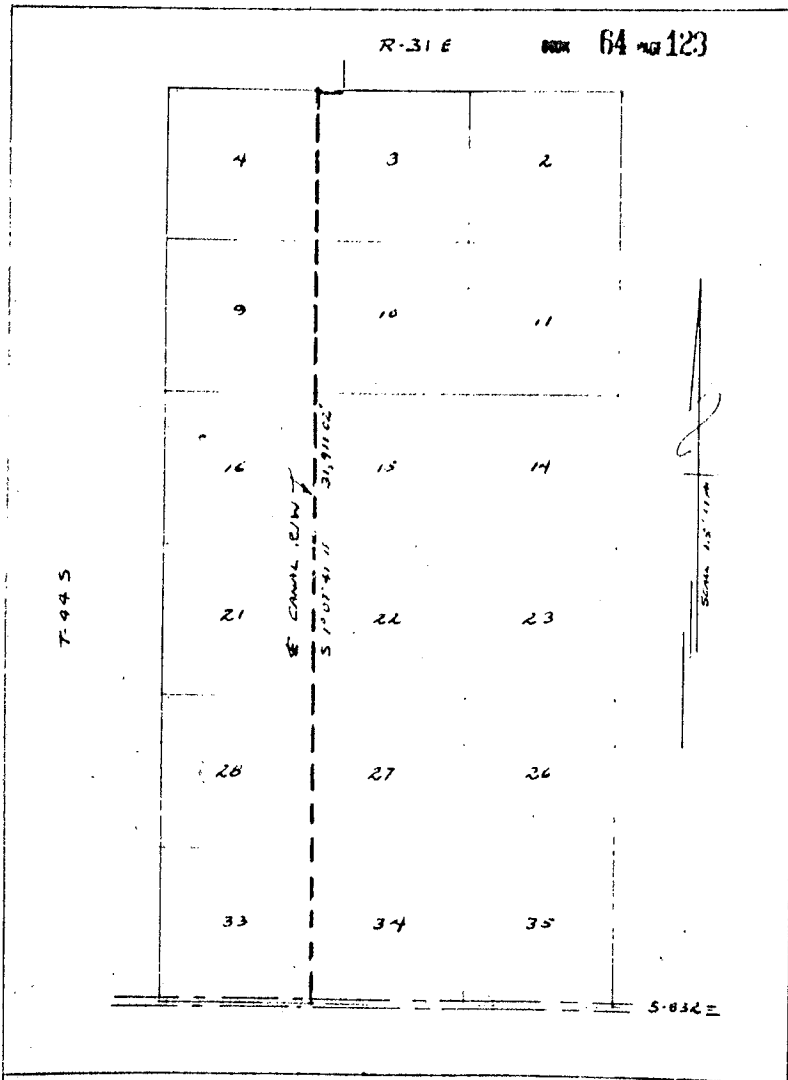
My Commission Expires: Sept. 11, 1964



*Robert E. Dwyer*  
Notary Public

# BK 64

# B



PLAT FILED  
ON 11-17-1914  
C. C. L. P. C. A. 1906 (17)

State of Michigan MICH  
County of JACKSON

7621

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he {performed} the following  
{furnished}

materials furnished. Describe

Labor and serv.  
filing this li  
equipment and  
factory built  
Hendry County,

to the value of EIGHTYONE

on the following described real

street and number if known):  
Beginning at  
intersection of  
Township 43 S  
Florida, East  
thence west 28  
of beginning,  
situated in Her

owned by FLORIDA C  
(Name)

whose interest in such real prop

He further says that the last

day of May

amount of EIGHTY ONE

for which amount he claims a li

Subscribed and sworn to before  
me this 11th day of May 1914  
My commission expires 1-1-15

## **Attachment 3**

Alico Dispersed Water Storage Project Water Control District Reimbursement Agreement

**ALICO DISPERSED WATER STORAGE PROJECT  
WATER CONTROL DISTRICTS REIMBURSEMENT AGREEMENT**

**THIS ALICO DISPERSED WATER STORAGE PROJECT WATER CONTROL DISTRICTS REIMBURSEMENT AGREEMENT** (“Agreement”) is made and entered into by, between and among **ALICO, INC.**, a Florida corporation, whose mailing address is 10070 Daniels Interstate Court, Suite 100, Ft. Myers, FL 33913 (“Alico”); and **DEVIL’S GARDEN WATER CONTROL DISTRICT**, an independent special taxing district of the State of Florida, whose mailing address is One Clearlake Center, 250 S. Australian Avenue, Suite 600, West Palm Beach, Florida 33401 (“DGWCD”); and **COLLINS SLOUGH WATER CONTROL DISTRICT**, an independent special taxing district of the State of Florida, whose mailing address is One Clearlake Center, 250 S. Australian Avenue, Suite 600, West Palm Beach, Florida 33401 (“CSWCD”); and **BARRON WATER CONTROL DISTRICT**, an independent special taxing district of the State of Florida, whose mailing address is Post Office Box 1606, LaBelle, Florida 33975 (“BWCD”) (hereafter DGWCD, CSWCD and BWCD may be collectively referred to as the “Districts”. Alico, DGWCD, CSWCD, and BWCD may be collectively referred to as the “Parties”).

**RECITALS:**

A. **WHEREAS**, Alico has entered into a certain Dispersed Water Storage Agreement with South Florida Water Management District (SFWMD) (“SFWMD Agreement”) whereby Alico will construct and operate a Dispersed Water Storage Project (“Project”) on 35,186 acres of land in the Northern Everglades watershed owned by Alico (the “Alico Land”), which Alico Land lies within the legislative boundaries of DGWCD in Hendry County, Florida; and

B. **WHEREAS**, the Project provides for retention and storage on the Alico Land of up to approximately 100,000 acre-feet of stormwater runoff which might otherwise be discharged to the Caloosahatchee River via the C-3 Canal; and

C. **WHEREAS**, the C-3 Canal is located in the legislative boundaries of the three Districts and the Caloosahatchee Watershed, and each District owns, operates and maintains certain stormwater runoff pumping facilities on the C-3 Canal (the “District Pumps”) that serve the irrigation and stormwater management needs of their respective landowners; and

D. **WHEREAS**, the SFWMD Agreement provides that the Project will, when so directed by SFWMD, accept excess stormwater flows, which will be pumped to and stored upon the Alico Land via the C-3 Canal rather than discharged to the Caloosahatchee River; and

D. **WHEREAS**, if pumping of excess stormwater to the Alico Land via the C-3 Canal occurs, each District will incur operating and maintenance costs above and beyond costs associated with their normal water management functions, including, but are not limited to, excess electricity, fuel and wear and tear on equipment (the "Additional Costs"); and

E. **WHEREAS**, during the term of the SFWMD Agreement, Alico will reimburse each District on a pro rata basis for their Additional Costs, in accordance with the allocation formula provided herein; and

F. **WHEREAS**, SFWMD has determined that stormwater diverted to the Project from the C-3 Canal shall not be considered "irrigation" water use and therefore use of the Districts' irrigation pumps to deliver such flow neither reduces nor is included in Alico's water use allocation.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions hereafter set forth, the Parties, intending to be legally bound hereby, agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Agreement as though fully set forth below.

**Section 2. Purpose and Intent.** The purpose and intent of this Agreement is to provide for reimbursement by Alico of the Additional Costs incurred by the Districts associated with the operation of the Project.

**Section 3. Use of District Pumps in Support of Project.** DGWCD, CSWCD and BWCD, individually and collectively, authorize use of their C-3

Canal irrigation pumps to divert and redirect excess stormwater flows from the Caloosahatchee Watershed to Alico's Land according to the terms and conditions provided in the SFWMD Agreement.

**Section 4. Reimbursement of Districts' Additional Costs and Expenses.**

A. In consideration of the District's agreement to provide excess stormwater pumping services to benefit the Project, Alico shall reimburse the Districts for:

- (1) The Additional Costs incurred from operating and maintaining their irrigation pumps in support of the Project; and
- (2) Their legal, engineering and other expenses incurred as a result of the implementation of the Project.

B. Additional Costs shall be calculated and allocated among the Parties according to the formula provided in the attached **Exhibit "A"**.

C. DGWCD shall be responsible for:

- (1) Assembling and maintaining data regarding Additional Costs from the three Districts and calculating reimbursable costs and expenses; and
- (2) Preparing an invoice for reimbursable costs and expenses, accompanied by appropriate receipts or other supporting information; and
- (3) Billing Alico on a monthly basis for the reimbursable costs and expenses; and

(4) Promptly remitting to CSWCD and BWCD each's prorata share of reimbursable costs and expenses received from Alico.

D. Alico shall reimburse DGWCD within thirty (30) days of receipt of DGWCD's invoice.

**Section 5. Term of Agreement.** Unless sooner terminated as provided herein, this Agreement shall remain in effect for so long as the SFWMD Agreement, including any extensions thereof, remains in effect.

**Section 6. Remedies Upon Default.** If Alico shall not pay or shall otherwise violate any of the terms and conditions of this Agreement, and shall fail to remedy such violation within thirty (30) calendar days of receiving written notice of such violation from DGWCD, DGWCD may at its option terminate this Agreement.

**Section 7. Standard Provisions**

A. **Notices.** All notices pursuant to this Agreement shall be in writing (including telex, facsimile, e-mail or telegraphic communication), addressed to the appropriate party at the address indicated below (as may be modified in writing from time to time by such party) or as otherwise provided herein. Notice may be (as elected by the person giving such notice) hand delivered by prepaid express courier or messenger service, or mailed by registered or certified mail (postage prepaid), return receipt requested, or by overnight mail, to the addresses set forth above. Notice of a change in address shall be sent in the same manner. All notices shall be effective upon the date of receipt.

**AS TO ALICO:**

**ALICO, INC.**

10070 Daniels Interstate Court, Suite 100  
Fort Myers, FL 33913

**AS TO DGWCD:**

**DEVILS GARDEN WATER CONTROL DISTRICT**

One Clearlake Center  
250 S. Australian Avenue, Suite 600  
West Palm Beach, Florida 33401

**With Copy To:**

Mary M. Viator, Esq., District Legal Counsel  
Caldwell Pacetti Edwards Schoech & Viator LLP  
One Clearlake Centre  
250 South Australian Avenue, Suite 600  
West Palm Beach, Florida 33401  
Telephone: 561-655-0620  
Facsimile: 561-655-3775

**AS TO CSWCD:**

**COLLINS SLOUGH WATER CONTROL DISTRICT**

One Clearlake Center  
250 S. Australian Avenue, Suite 600  
West Palm Beach, Florida 33401

**With Copy To:**

Mary M. Viator, Esq., District Legal Counsel  
Caldwell Pacetti Edwards Schoech & Viator LLP

One Clearlake Centre  
250 South Australian Avenue, Suite 600  
West Palm Beach, Florida 33401  
Telephone: 561-655-0620  
Facsimile: 561-655-3775

**AS TO BWCD:**

**BARON WATER CONTROL DISTRICT**

ATTN: Judi Kennington-Korf, General Manager  
Post Office Box 1606  
LaBelle, Florida 33975

**With Copy To:**

Elizabeth J. Daniels, Esq.  
Johnson Pope Bokor Ruppel & Burns LLP  
911 Chestnut Street  
Clearwater, Florida 33756

B. **Entire Agreement; Binding Effect.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. It supersedes all prior written or oral understandings as to the matters which are the nature of the Agreement. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective legal representatives, grantees, successors and assigns.

C. **Governing Law and Venue.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to any contrary

conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the 20<sup>th</sup> Judicial Circuit in and for Hendry County, Florida.

D. **Recording.** The Parties agree this Agreement shall not be recorded in the public records.

E. **Construction.** The Parties acknowledge that each has shared equally in the drafting of this Agreement and, accordingly, no Court construing this Agreement shall construe it more strictly against one Party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

F. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

G. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Contract Administrator, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

H. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

I. **Successors and Assigns.** The Parties bind themselves, their successors, assigns, and legal representatives to the other parties hereto, their successors, assigns, and legal representatives in respect to all covenants,

agreements, and obligations contained in this Agreement. This Agreement may not be assigned by Alico without the prior written approval of the Districts.

J. **Effective Date.** This Agreement shall be effective as of the last date that it is signed by all Parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates hereafter written.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Executed by **ALICO** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ALICO, INC., a Florida Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTESTED:**

[Corporate Seal]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Executed by **DGWCD** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**DEVIL'S GARDEN WATER CONTROL  
DISTRICT, an Independent Special  
District of the State of Florida**

By Its: **BOARD OF SUPERVISORS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTESTED:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

[DISTRICT SEAL]

Executed by **CSWCD** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**COLLINS SLOUGH WATER  
CONTROL DISTRICT, an Independent  
Special District of the State of Florida**

By Its: **BOARD OF SUPERVISORS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTESTED:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

[DISTRICT SEAL]

**Executed by BWCD this            day of            , 2016.**

**BARRON WATER CONTROL  
DISTRICT, an Independent Special  
District of the State of Florida**

By Its: **BOARD OF SUPERVISORS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTESTED:**

By: \_\_\_\_\_

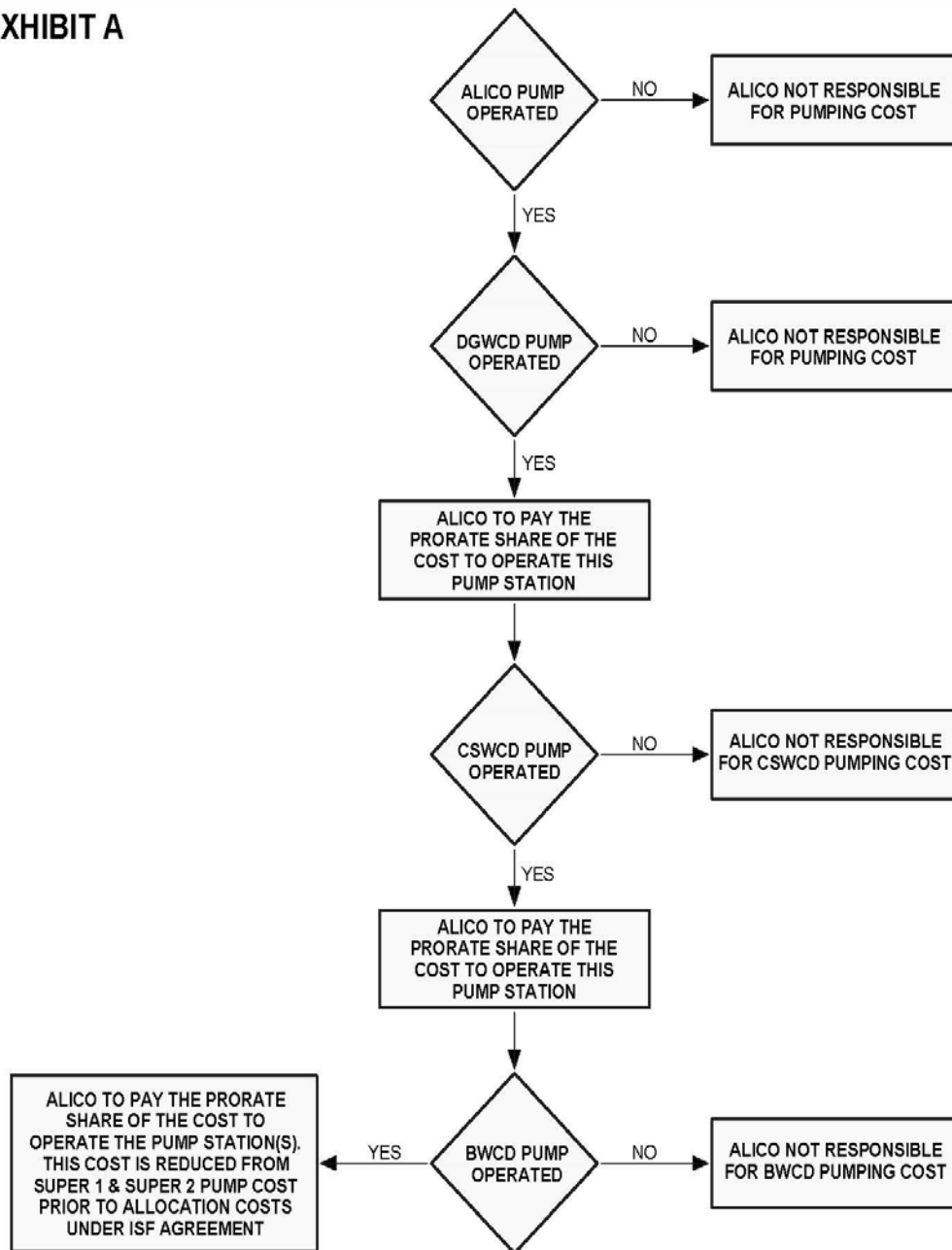
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

[DISTRICT SEAL]

## EXHIBIT A



### OPERATING COST (MONTHLY RECURRING EXPENSES):

$(\text{ALICO PUMP HOURS} \times \text{PUMPING RATE}) \times \text{OPERATING COSTS} / (\text{WCD'S PUMP HOURS} \times \text{PUMPING RATE})$

### MAINTENANCE COST (REPAIRS AND SUPPLIES, BASE ELECTRIC FEE, LIGHTING, REPLACEMENT AND OTHER COSTS SPECIFIC TO THE MAINTENANCE OF THE CANAL 3 PUMPS):

SHOULD THE PROJECT PUMPS CAUSE THE CANAL 3 PUMP STATIONS TO PUMP MORE WATER THAN ALLOCATED TO THE DGWCD, ALICO SHALL REIMBURSE EACH DISTRICT USING THE PRORATED EXCESS PUMPED GALLONS NON-RECURRING MAINTENANCE COST FOR THE PRECEDING YEAR.

$(\text{GALLONS PUMPED BY DGWCD} - \text{GALLONS ALLOCATED TO DGWCD}) \times \text{MAINTENANCE COSTS} / \text{GALLONS PUMPED BY WCD'S}$



**JOHNSON - PREWITT & ASSOCIATES, INC.**

ENGINEERS • PLANNERS • LAND SURVEYORS

STATE AUTHORIZATION NUMBER LB1042, EB1042

P.O. BOX 1029 860 WEST VENTURA AVENUE CLEWISTON, FLORIDA

PH: (863) 983-9188 FAX: (863) 983-9854 www.johnsonprewitt.com

SCALE: 1" = NTS

DATE: 07-12-2016

SHEET 1 OF 1

**EXHIBIT A - PUMPING COST ALLOCATION METHOD**  
ALICO DISPERSED WATER STORAGE PROJECT WATER  
CONTROL DISTRICTS REIMBURSEMENT AGREEMENT

## **Attachment 4**

Structure Links

Structure Links:

Refer to the most recent daily average water level using the following links:

G151W headwater:

- 1. Go to the link:  
[http://my.sfwmd.gov/dbhydroplsql/show\\_dbkey\\_info.date\\_selection?v\\_category=SW&v\\_js\\_flg=Y&v\\_db\\_request\\_id=4383766&v\\_parameter\\_string=&v\\_dbkey=64051%2F64050&v\\_frequency=&v\\_sdate=20150520&v\\_edate=20170313](http://my.sfwmd.gov/dbhydroplsql/show_dbkey_info.date_selection?v_category=SW&v_js_flg=Y&v_db_request_id=4383766&v_parameter_string=&v_dbkey=64051%2F64050&v_frequency=&v_sdate=20150520&v_edate=20170313)
- 2. Choose “Previous week” under Data Range, “Chart” under Destination

QUERY DATE SELECTION

Time Series List

| Get Data                            | Dbkey | Station | Group   | Data Type | Freq | Stat | Strata | Recorder | Agency | Start Date | End Date | County | Op Num | Latitude   | Longitude | Basin | Struct |
|-------------------------------------|-------|---------|---------|-----------|------|------|--------|----------|--------|------------|----------|--------|--------|------------|-----------|-------|--------|
| <input checked="" type="checkbox"/> | 64051 | G151W_H | G151W_H | STG       | BK   | INST | 0      | TELE     | WMD    | 20150520   | 20170313 | HEN    |        | 263630.351 | 805901.98 | C139  |        |
| <input checked="" type="checkbox"/> | 64050 | G151W_H | G151W_H | STG       | DA   | MEAN | 0      | TELE     | WMD    | 20150520   | 20170312 | HEN    |        | 263630.351 | 805901.98 | C139  |        |

Date Range: Previous Week Start Date: 20150520 End Date: 20170313 (YYYYMMDD)

Report Format: One Value Per Row

Destination:  
☐ Screen (.html)  
☐ File: Fixed column width (.txt)  
☐ File: Comma delimited (.csv)  
☐ File: Adobe (.pdf) format  
☒ Chart

Run Mode:  
☒ Online  
☐ Batch: [When to use it](#)

Submit Reset  
Save Parameter File

- 3. Then breakpoint stage and daily average stage can be seen.

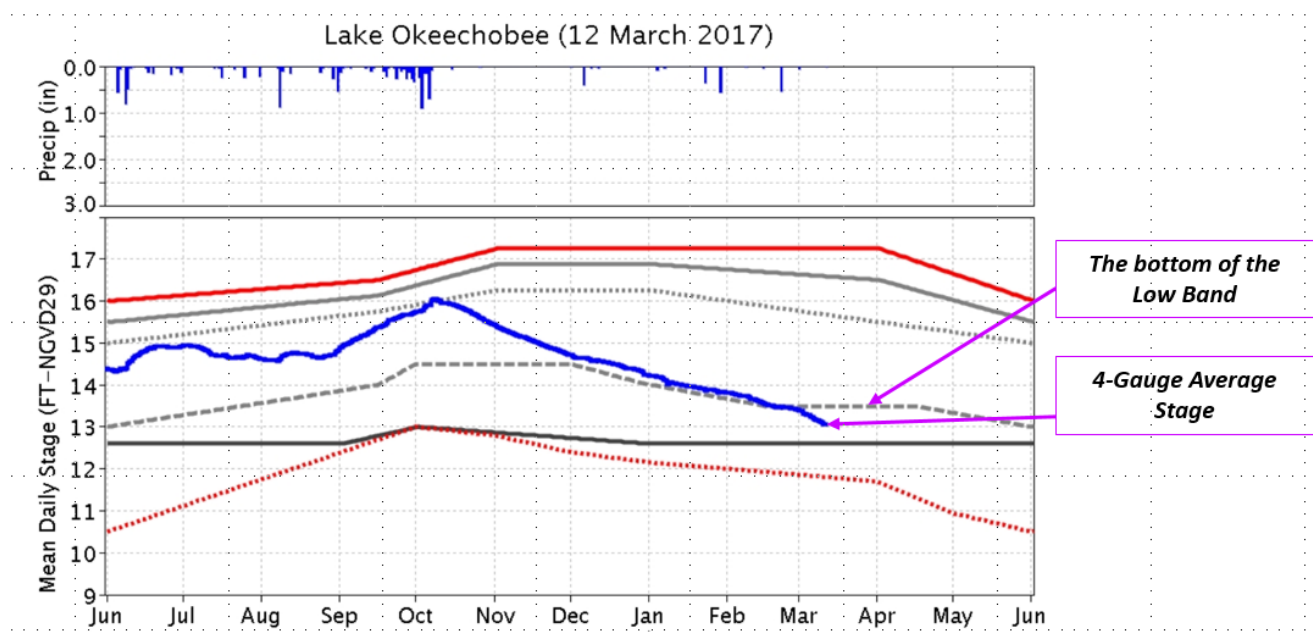


## C139S1:

1. Go to the link:  
[http://my.sfwmd.gov/dbhydroplsql/show\\_dbkey\\_info.date\\_selection?v\\_category=SW&v\\_js\\_flag=Y&v\\_db\\_request\\_id=4383835&v\\_parameter\\_string=&v\\_dbkey=US182%2FUS181&v\\_frequency=&v\\_sdate=20070228&v\\_edate=20170313](http://my.sfwmd.gov/dbhydroplsql/show_dbkey_info.date_selection?v_category=SW&v_js_flag=Y&v_db_request_id=4383835&v_parameter_string=&v_dbkey=US182%2FUS181&v_frequency=&v_sdate=20070228&v_edate=20170313)
2. Follow same steps of 2 and 3 of G151W headwater above.

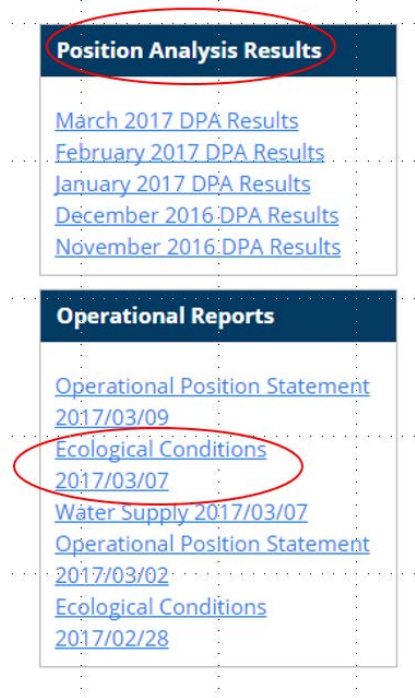
**Refer to the most recent Lake Okeechobee daily average water level relative to the Low Sub-Band of the LORS 2008 using the following link:**

[http://my.sfwmd.gov/sfwmd/weatherdata/hydrographs/Lake\\_Okeechobee\\_Rain.htm](http://my.sfwmd.gov/sfwmd/weatherdata/hydrographs/Lake_Okeechobee_Rain.htm)



**The 30-day mean salinity at Val I-75 can be found following these steps:**

1. Link to: <https://www.sfwmd.gov/science-data/operational-planning>
2. Under “Operational Reports”, select the LATEST “Ecological Conditions”



- 1) Search for “Salinity at Val I-75”. (updated 30-day average surface salinity will be found in Page 1)

#### **Estuaries**

Total discharge to the St. Lucie estuary average 224 cfs over the past week with 0 cfs (0%) coming from Lake Okeechobee as the USACE has stopped flow through the S-80 structure for the foreseeable future. Salinities decreased slightly throughout the estuary last week. The seven-day average salinity at the US1 Bridge is in the good range for adult oysters. Total inflow to the Caloosahatchee estuary averaged 779 cfs over the past week with 596 cfs (77%) coming from the Lake. The 30-day average surface salinity at the Ft. Myers monitoring station is 9.6 and has been below 10 for the past twelve days. **The 30-day average surface salinity at Val I-75 is 3.1.** Salinity conditions between Val I-75 and Ft. Myers are improving but tape grass has likely suffered some mortality. The next sampling is planned for this month. Salinity conditions are in the good range for adult oysters at the Cape Coral Bridge and Shellpoint, while in the fair range at the Sanibel Causeway. The 30-day moving average salinity at the

2) Graph of 14-day salinity forecast at Val I-75 can be found in Page 27.

