



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 2/24/2022 Meeting Date: 3/3/2022

Name: Joel Foreman Department: County Attorney

Division Manager's Signature:

1. Nature and purpose of agenda item:

Interlocal Agreement between Suwannee River Water Management District and Columbia County, Florida regarding conveyance of land, reconstruction of dam and impoundment of water, conditional receipt of additional lands and assumption of judgments

2. Recommended Motion/Action:

Seeking direction. If the Board wishes to tender the agreement as presented a motion should be made to adopt and submit the agreement to the District

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, March 3, 2022

From: Joel F. Foreman

Re: Interlocal Agreement between Suwannee River Water Management District and Columbia County, Florida regarding conveyance of land, reconstruction of dam and impoundment of water, conditional receipt of additional lands and assumption of judgments

Date: February 24, 2022

At the Board's meeting on February 17, 2022, the commissioners discussed the progress Commissioner Witt and staff have been making with respect to a proposed interlocal agreement between the Suwannee River Water Management District (the "District") and the County to obtain District lands in exchange for the County's promise to reconstruct and maintain a *permitted* dam structure upon the property conveyed to the County. At that meeting I advised the Board that I would set the current iteration of that agreement on the agenda for consideration with the understanding that any approved agreement would be submitted to the District for their consideration.

The attached document calls for the County to undertake ERP permitting for an earthen dam and for the District to convey lands to the County after the permit is obtained. The lands the County would receive include the earthen dam and an impoundment area which becomes a pond when the dam is at its full height. When the dam is reconstructed it will impound a substantial amount of water and require annual maintenance at the County's expense, including seepage studies in compliance with the ERP. The cost of this maintenance is unknown.

The District will participate in costs to engineer, permit, and reconstruct the dam up to \$87,839.75 on a reimbursement basis. It is anticipated that much of the County's contribution would be in-kind. The true cost of engineering, permitting, and reconstructing the dam is not known.

After the County constructs the dam, the District will retain the ability to inspect it from time to time for compliance with the agreement. The County is prohibited from conveying the dam and impoundment land, although the County does retain the ability to discontinue operation of the dam if the cost of maintenance is excessive.

Beginning with the conveyance of the dam and impoundment parcels to the County and continuing for five years, in the event El Rancho No Tengo, Jeffrey Lance Hill, Sr., Linda Hill, and Jeffrey Lance Hill, Jr. will all sign a release as to thirteen law suits and any other claims in the form provided by the District and attached to the agreement, then the

District will convey to the County without reservation or reverter a remainder parcel of the District's which used to belong to the Hill family. The District will also assign its rights in two judgments the District holds in Columbia County case number 11-340-CA and case number 3:17-cv-1342-J-25JRK in the Middle District of Florida, Jacksonville division. Copies of those judgments are attached. The County would be charged with deciding how and whether to dispose of that land. If the Hill parties do not all sign the release within that five year period, the District would make disposition of the land in its discretion without further reference to the agreement.

In light of the confusion about this agreement evidenced at the last meeting, staff is requesting Board discussion and direction, and action from the Board if that is its pleasure.

Recommended motion: Seeking direction. If the Board wishes to tender the agreement as presented a motion should be made to adopt and submit the agreement to the District.

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

This Interlocal Agreement is made and entered into as of its EFFECTIVE DATE (as defined below) by and between the Suwannee River Water Management District, a Florida water management district created and operating under Ch. 373, Florida Statutes, (hereinafter called the “DISTRICT”), and Columbia County, a political subdivision of the State of Florida (hereinafter called the “COUNTY”), (all of the foregoing may be collectively called the “PARTIES”), and pursuant to Section 163.01, Florida Statutes, the PARTIES agree as follows:

WITNESSETH:

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

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

WHEREAS, the COUNTY is located wholly within the boundaries of the DISTRICT; and,

WHEREAS, the PARTIES have reached an agreement between them as to a way and method to reach their mutual goals and wish to formalize such agreement by committing such agreement to writing and thereby create a legally enforceable obligation for both PARTIES.

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

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference.
2. DEFINITIONS. The following terms shall have the following meanings herein unless a contrary intention is clearly expressed:
 - 2.1 *AGREEMENT* shall mean this interlocal agreement.
 - 2.2 *COUNTRY CLUB ROAD PARCEL* shall mean those certain parcels of real property located entirely in Columbia County, Florida and designated as parcel no. 03-4S-17-07487-000 (27973) and parcel no. 03-4S-17-07486-001 (27930). The COUNTRY CLUB ROAD PARCEL shall be divided into the NORTHERN SLIVER PARCEL, the WATER SYSTEM PARCEL, the DAM PARCEL and the

REMAINING PARCEL which are each defined herein.

- 2.3 *COUNTY* shall mean Columbia County, a political subdivision of the State of Florida.
- 2.4 *DAM* shall mean that certain earthen structure located on the western side of the COUNTRY CLUB ROAD PARCEL and in close proximity to the right-of-way for Country Club Road which, in the past, impounded water from the stream running through the COUNTRY CLUB ROAD PARCEL to create the IMPOUNDMENT.
- 2.5 *DAM PARCEL* shall mean that portion of the COUNTRY CLUB ROAD PARCEL which includes the DAM, the portion of the IMPOUNDMENT located on the COUNTRY CLUB ROAD PARCEL, and any other portion of the COUNTRY CLUB ROAD PARCEL which may be reasonably necessary for the maintenance and upkeep of the DAM and IMPOUNDMENT as may be required by the ERP. The DAM PARCEL shall not include the NORTHERN SLIVER PARCEL or the WATER SYSTEM PARCEL.
- 2.6 *DISTRICT* shall mean the Suwannee River Water Management District, a Florida water management district created and operating under Chapter. 373, Florida Statutes.
- 2.7 *EFFECTIVE DATE* shall mean the earliest date this AGREEMENT has been executed by both PARTIES and has been filed with the clerks of the circuit court for both Suwannee County and Columbia County pursuant to Section 163.01(11), Florida Statutes.
- 2.8 *ERP* shall mean an environmental resource permit permitting the DAM and the IMPOUNDMENT as it may be lawfully amended and changed from time to time.
- 2.9 *FDEP* shall mean the Florida Department of Environmental Protection, an agency of the State of Florida.
- 2.10 *IMPOUNDMENT* shall mean the body of water created by the DAM (when the DAM holds water) and which is located, in part, on the COUNTRY CLUB ROAD PARCEL.
- 2.11 *NORTHERN SLIVER PARCEL* shall mean that certain separate portion of parcel no. 03-4S-17-07487-000 (27973) which is roughly triangular in shape contains 0.51 acres (+/-) and lies roughly between that certain development known as the East Side Village on the east and that certain development known as the Oak Hill Estates on the west.
- 2.12 *PARTIES* shall mean the DISTRICT and the COUNTY.

- 2.13 *REMAINING PARCEL* shall mean all of the COUNTRY CLUB ROAD PARCEL less and except the NORTHERN SLIVER PARCEL, the WATER SYSTEM PARCEL, and the DAM PARCEL.
- 2.14 *TERM OF THIS AGREEMENT* shall mean from the EFFECTIVE DATE until January 1, 2061.
- 2.15 *WATER SYSTEM PARCEL* shall mean the separate southern portion of parcel no. 03-4S-17-07486-001 (27930) containing about 25.34 acres (+/-). The WATER SYSTEM PARCEL is not contiguous to any other portion of parcel no. 03-4S-17-07486-001 (27930).
3. CONVEYANCE OF THE NORTHERN SLIVER PARCEL AND THE WATER SYSTEM PARCEL. No later than 30 days after the EFFECTIVE DATE, the DISTRICT shall convey title to the NORTHERN SLIVER PARCEL and to the WATER SYSTEM PARCEL to the COUNTY by quit claim deeds for nominal consideration. Such quit claim deeds shall not contain any restrictions on the COUNTY's use or further conveyance of such parcels nor any reverter clauses. Regardless of what else may occur with regards to this AGREEMENT, title to the NORTHERN SLIVER PARCEL and the WATER SYSTEM PARCEL shall not be reconveyed back to the DISTRICT.
4. PRESENT CONDITION OF THE DAM. The PARTIES understand that there is presently no valid ERP covering the DAM. Therefore the DISTRICT does not presently allow the DAM to hold water and create the IMPOUNDMENT.
5. COUNTY TO OBTAIN AN ERP AND MODIFY THE DAM. Beginning immediately after the EFFECTIVE DATE, the COUNTY shall take whatever steps are necessary to obtain an ERP for the DAM, these steps shall include, without limitation, the following:
- 5.1 Retain engineers and other professionals as needed to prepare plans and schematics and otherwise assist in the other matters set out herein;
- 5.2 Apply for an ERP in the name of the COUNTY (The ERP shall provide that the DAM will be constructed, re-constructed and/or altered so that the level of the water in the IMPOUNDMENT is maintained at a safe level as provided in the ERP. The level of the water in the IMPOUNDMENT which is sought in the ERP application and ultimately approved as part of the ERP shall be at the discretion of the COUNTY.);
- 5.3 Purchase materials needed for the construction and/or reconstruction of the DAM and other matters set out herein;
- 5.4 Using its own forces or hired contractors to construct and/or reconstruct the DAM or any portion thereof including the moving of earth, compaction of earth, placement of concrete, piping and other structures, placement of sod and

landscaping, temporarily breaching the DAM and building a spillway or similar outfall structure;

- 5.5 Have as-built plans prepared and finally approved; and,
- 5.6 Perform or have performed whatever else may be necessary to have an ERP issued for the DAM and to complete the construction and/or reconstruction of the DAM and have all as-built plans finally approved.

As the DISTRICT owns the COUNTRY CLUB ROAD PARCEL, FDEP will be required to handle the ERP permitting process set out in this AGREEMENT.

- 6. FUNDING THE COUNTY'S COSTS TO BE INCURRED HEREIN. The COUNTY shall bear all of the costs of fulfilling the COUNTY's duties and responsibilities as provided in this AGREEMENT except as expressly provided herein. The DISTRICT shall reimburse the COUNTY for a portion of the COUNTY's costs in fulfilling the COUNTY's duties and responsibilities as provided in Section 5 herein (the immediately preceding section) as follows:

- 6.1 The COUNTY shall initially pay all such costs.
- 6.2 The procedure for reimbursement shall be as follows:
 - 6.2.1 No more often than once a quarter, the COUNTY shall (1) invoice the DISTRICT for the actual costs incurred by the COUNTY (including allocated employee time) incurred since the last invoice. Each invoice shall give a breakdown of the total matters completed and costs paid with sufficient detail to allow for verification by the DISTRICT.
 - 6.2.2 Within 60 days after receipt of such invoice and verification of the matters completed and costs paid, the DISTRICT shall pay the verified amount of the invoice.
- 6.3 Notwithstanding anything else herein to the contrary, in no event will the total amount reimbursed by the DISTRICT to the COUNTY under this AGREEMENT be greater than the total sum of \$87,839.75.

- 7. SURVEY OF THE DAM PARCEL AND THE REMAINING PARCEL. While the COUNTY is completing the construction and reconstruction of the DAM and completing the ERP process, the DISTRICT shall, at the DISTRICT's sole expense, have the DAM PARCEL and the REMAINING PARCEL surveyed. Such survey shall (a) be prepared by a registered Florida surveyor of the DISTRICT's choosing, (b) meet the standards of practice for surveying required by the Department of Agriculture and Consumer Services, (c) be certified to the DISTRICT, the COUNTY, the closing agent, if any and the COUNTY's title insurer, if any, and (d) depict and provide "metes and bounds" legal

descriptions of both the DAM PARCEL and the REMAINING PARCEL.

8. CONVEYANCE OF THE DAM PARCEL TO THE COUNTY. No later than 60 days after the COUNTY has received an ERP for the DAM, has completed all construction and reconstruction activities and had its as-built plans finally approved, the DISTRICT shall convey title to the DAM PARCEL to the COUNTY by quit claim deed for nominal consideration. The quit claim deed shall reference that the conveyance is pursuant to and governed by this AGREEMENT and a copy of this AGREEMENT shall be attached thereto. Prior to recording, the COUNTY shall execute an acknowledgment on the quit claim deed. Notwithstanding anything else herein to the contrary, the DISTRICT shall not convey title to the DAM PARCEL prior to the DAM receiving an ERP including the completion of all construction and/or reconstruction and receiving final approval of all as-built plans. The COUNTY shall complete all necessary requirements to entitle it to be conveyed the DAM PARCEL no later than 36 months after the EFFECTIVE DATE.
9. MAINTENANCE OF THE DAM AND IMPOUNDMENT. Beginning upon conveyance of title to the DAM PARCEL to the COUNTY as provided herein and continuing throughout the TERM OF THIS AGREEMENT, the COUNTY shall:
 - 9.1 Continue to hold fee title to the DAM PARCEL, and shall not convey to any other person or entity or otherwise divest itself of any part of the title to the DAM PARCEL;
 - 9.2 Not lease any portion of the DAM PARCEL to any other person or entity;
 - 9.3 Continue to be the permit holder for the ERP;
 - 9.4 At the COUNTY's sole expense, use the DAM PARCEL only for the purposes of water management and public recreation and keep the DAM PARCEL reasonably open to the public;
 - 9.5 At the COUNTY's sole expense, perform all reasonable and necessary maintenance of the DAM PARCEL;
 - 9.6 At the COUNTY's sole expense, use, operate and maintain the DAM in compliance with the terms and conditions of the ERP; and,
 - 9.7 At the COUNTY's sole expense, take all actions and perform all maintenance necessary to ensure that the DAM, IMPOUNDMENT and DAM PARCEL are in compliance with the terms and conditions of the ERP.
10. AMENDMENT AND MODIFICATION OF THE ERP AND MODIFICATION OF THE DAM AND IMPOUNDMENT. After the conveyance of the COUNTRY CLUB ROAD PARCEL to the COUNTY as provided herein, this AGREEMENT shall not be deemed to prohibit or limit the ability of the COUNTY to, at the COUNTY'S sole expense, apply

for or lawfully seek an amendment to the ERP. The COUNTY's maintenance and other obligations concerning the ERP shall be interpreted to apply to the ERP, as it may be amended from time to time. Additionally, after the conveyance of the COUNTRY CLUB ROAD PARCEL to the COUNTY as provided herein, this AGREEMENT shall not be deemed to prohibit or limit the ability of the COUNTY to, at the COUNTY's sole expense, modify or reconstruct the DAM or IMPOUNDMENT as provided in a lawfully amended ERP.

11. INSPECTION OF THE DAM PARCEL. At all times during the TERM OF THIS AGREEMENT, the DISTRICT, through its staff and agents shall have the right to, from time to time, enter the DAM PARCEL and inspect the DAM, IMPOUNDMENT and the rest of the DAM PARCEL in a reasonable manner and at reasonable times with prior notification to document compliance with this AGREEMENT.
12. CONVEYANCE OF THE REMAINING PARCEL TO THE COUNTY. At any time during the first 5 years of the TERM OF THIS AGREEMENT, but only after the DISTRICT has conveyed the DAM PARCEL to the COUNTY, should the COUNTY procure from EL RANCHO NO TENGO, a Florida corporation, JEFFREY LANCE HILL SR., a natural person, LINDA P. HILL, a natural person and JEFFREY LANCE HILL JR., a natural person and as the sole proprietor of Lance Water, a General Release in favor of the DISTRICT, substantially in the form attached hereto as Exhibit "A," the DISTRICT shall convey to the COUNTY the REMAINING PROPERTY by quit claim deed for nominal consideration. Such quit claim deed shall not contain any restrictions on the COUNTY's use or further conveyance of the such parcel nor any reverter clauses. As additional consideration for the above release, at the same time the DISTRICT conveys the REMAINING PROPERTY to the COUNTY, and provided that the COUNTY has met all of the requirements therefore, the DISTRICT shall also assign to the COUNTY all of the DISTRICT's right, title and interest in that certain money judgment against Jeffrey Lance Hill, Sr., recorded in the public records of Columbia County, Florida at O.R. Book 1409, Page 925 and that certain money judgment against Jeffrey Lance Hill, Sr. and Linda Petry Hill, recorded in the public records of Columbia County, Florida at O.R. Book 1438, Page 184.
13. NO WARRANTIES OF TITLE GIVEN. The DISTRICT does not herein, and in the deeds of conveyance shall not, warrant (or make any representations concerning) the title to any of the parcels of real property it is to convey as provided herein. See, Section 373.099, Florida Statutes.
14. GENERAL PROVISIONS.
 - 14.1 This AGREEMENT shall become effective immediately on the EFFECTIVE DATE and remain in effect throughout the TERM OF THIS AGREEMENT.
 - 14.2 This AGREEMENT shall not amended, revoked, or abandoned except through a written agreement approved by a majority vote of the governing board of the

DISTRICT and executed by the DISTRICT, approved by a majority vote of the Board of County Commissioners of the COUNTY and executed by the COUNTY and filed with the clerks of the circuit court for Suwannee County and Columbia County pursuant to Section 163.01(11), Florida Statutes.

- 14.3 The terms of this AGREEMENT shall survive the closing and/or conveyance of any real property as may be provided herein.
- 14.4 The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this AGREEMENT shall be the State of Florida, Circuit Court or County Court in and for Columbia County, Florida.
- 14.5 The PARTIES mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this AGREEMENT and agree to have any such actions decided by a judge alone, without a jury.
- 14.6 No provision of this AGREEMENT will be deemed for the benefit of the public generally nor for any persons or entities other than the DISTRICT and the COUNTY. Thus there shall be no third party beneficiary of this AGREEMENT.
- 14.7 The terms of this AGREEMENT have been negotiated between the PARTIES and shall not be construed against either PARTY as the drafter.
- 14.8 The PARTIES shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this AGREEMENT.
- 14.9 This AGREEMENT contains the entire agreement between the PARTIES and supercedes all prior oral and written contracts, agreements or understandings between the PARTIES. Each PARTY represents and warrants to the other that no contract, agreement or representation, oral or written, on any matter exists between the PARTIES except as expressly set out herein.
- 14.10 Neither PARTY may assign any of its rights or duties under this AGREEMENT.
- 14.11 Execution of this AGREEMENT in no way affects any of the PARTIES' obligations pursuant to Chapter 267, Florida Statutes concerning the collection of artifacts or the disturbance of the archaeological and historic sites.
- 14.12 This AGREEMENT shall not be construed to grant any permits or regulatory authority as to any uses or activity contemplated in this AGREEMENT. The COUNTY shall be responsible for obtaining all permits and other regulatory approvals necessary for any of the activities set out herein.
- 14.13 Any and all notices, requests or other communications hereunder shall be deemed

to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To the COUNTY: Columbia County, Florida
c/o County Manager
Post Office Box 1529
Lake City, FL 32056-1529

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

- 14.14 This AGREEMENT will be governed, construed and enforced in accordance with the laws of the State of Florida.
- 14.15 Notwithstanding anything else herein to the contrary, nothing in the AGREEMENT is intended or is to be construed as a waiver of either PARTY's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.
- 14.16 Time is of the essence in this AGREEMENT.
- 14.17 If either PARTY commits a material breach of this AGREEMENT the non-breaching PARTY may bring an action in court to enforce this AGREEMENT. Provided that no such action shall be commenced until and unless the breaching PARTY has failed to cure the breach within 30 days after being given written notice thereof by the non-breaching PARTY. Except as may be expressly limited in the terms of this AGREEMENT, the PARTIES may enforce the terms of this AGREEMENT by specific performance, injunctive process or may recover damages or utilize any other available legal or equitable remedy. Each PARTY recognizes and acknowledges that a breach by it of any of the terms of this AGREEMENT will cause the other PARTY to sustain damages for which it would not have an adequate remedy at law for money damages, and therefore each PARTY agrees that in the event of any such breach the aggrieved PARTY shall be entitled to the remedy of specific performance of such breached term and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.
- 14.18 Each PARTY may enforce the terms of this AGREEMENT at its discretion, but if a PARTY declines to exercise its rights under the terms of this AGREEMENT, such PARTY's forbearance shall not be construed to be a waiver by the PARTY of such term, or of any subsequent breach of the same, or any other term of this AGREEMENT, or of any of the PARTY's rights under the terms of this

AGREEMENT. No delay or omission by a PARTY in the exercise of any right or remedy upon any breach of the terms of this AGREEMENT shall impair such right or remedy or be construed as a waiver. No PARTY shall be obligated to any member of the public or to any other person or entity, to enforce the terms of this AGREEMENT.

APPROVED upon motion, second and majority vote of the governing board of the DISTRICT and EXECUTED on this ____ day of _____, 2021.

GOVERNING BOARD OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Virginia H. Johns
Its chair

ATTEST: _____
Charles Keith
Secretary/Treasurer

Approved as to Form:

George T. Reeves,
General Counsel

APPROVED upon motion, second and majority vote of the board of county commissioners of the COUNTY and EXECUTED on this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA

BY: _____
Its Chair

ATTEST: _____
Clerk

Approved as to Form:

Joel F. Foreman,
County Attorney

EXHIBIT “A”

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that EL RANCHO NO TENGO, a Florida corporation, JEFFREY LANCE HILL SR., a natural person, LINDA P. HILL, a natural person, and JEFFREY LANCE HILL JR., a natural person and as the sole proprietor of Lance Water, (hereinafter collectively the “Claimants”) for and in consideration of the total sum of ten and no/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, do hereby release and forever discharge the District, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, including attorney’s fees and costs, that Claimants may have, may have had, may now have, against the District, by reason of any matter, cause, happening, or thing whatsoever occurring from the beginning of time up to the date of this General Release, including, without limitation by enumeration, any matter or claim arising out of or related to:

1. *Suwannee River Water Management District v. El Rancho No Tengo, Inc.*, Case No. 2006-203-CA, in the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida, and its appeals, if any.
2. *Suwannee River Water Management District v. El Rancho No Tengo, Inc. and Jeffrey L. Hill*, Case No. 2013-666 CA, in the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida, and its appeals, if any.
3. *Hill, et al v. Suwannee River Water Management District*, Case No. 2011-340 CA, in the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida, and its appeals, if any.
4. *Hill, et al v. Suwannee River Water Management District*, Case No. 2015-351 CA, in the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida, and its appeals, if any.
5. *Hill v. Suwannee River Water Management District*, Case No. 2016-374 CA, in the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida, and its appeals, if any.
6. *Columbia County v. Hill, et al*, Case No. 2017-132 CA, in the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida, and its appeals, if any.
7. *In Re: JEFFREY LANCE HILL, SR.*, Case No. 3:11-bk-03247-PMG, In the United States Bankruptcy Court for the Middle District of Florida, and its appeals, if any.
8. *In Re: JEFFREY LANCE HILL, SR.*, Case No. 3:15-bk-01290-PMG, In the United States Bankruptcy Court for the Middle District of Florida, and its appeals, if any.
9. *Hill et al v. Suwannee River Water Management District*, Case No. 3:14-cv-326-J-39PDB, In the United States District Court for the Middle District of Florida, and its appeals, if any.
10. *Hill v. Suwannee River Water Management District*, Case No. 3:15-cv-1013-J-32, In the United States District Court for the Middle District of Florida, and its appeals, if any.
11. *Hill et al v. Suwannee River Water Management District*, Case No. 3:16-cv-00169-TJC-MCR, In

the United States District Court for the Middle District of Florida, and its appeals, if any.

12. *Hill v. Johnson, et al*, Case No. 3:17-cv-1342-HLA-JRK, In the United States District Court for the Middle District of Florida, and its appeals, if any.
13. *Hill v. Johnson, et al*, Case No. 3:20-cv-0895-TJC, In the United States District Court for the Middle District of Florida, and its appeals, if any.

The term “Claimants” shall include the Claimants’ heirs, successors and assigns and all persons claiming by, through or on behalf of the Claimants.

The term “District” shall mean the Suwannee River Water Management District, a Florida water management district created and operating under Ch. 373, Florida Statutes, with offices at 9225 County Road 49, Live Oak, Florida 32060, and shall include its Governing Board, the members of its Governing Board, its Executive Director and all of their agencies, departments, subdivisions, predecessors, successors, agents, insurers, principals, officers, directors, members, partners, administrators, attorneys, employees, successors and assigns, in both their official and individual capacities, and all other persons, firms, entities, agencies, departments, subdivisions, and corporations liable or who may be claimed to be liable through the District.

The Claimants also agree to indemnify, defend and hold harmless the District from any and all claims, actions, demands, attorney fees and costs, which may arise out of any claim, or actions made against the District, arising out of or related to the claims and actions released herein by the Claimants.

It is understood and agreed that the settlement of the above-referenced claims and the acceptance of this General Release is not to be construed as an admission of liability on the part of any party, but that said payment is in compromise and settlement of any and all claims, which are not admitted but are denied and disputed; that no promise or agreement not expressed herein has been made; that this General Release is not executed in reliance upon any statement or representation made by the District; that said consideration is the sole consideration for this General Release, and is accepted in full compromise, settlement and satisfaction of any and every such claim, demand, or cause of action, including all claims, demands and causes of action for or on account of all injuries, damages and consequences which may hereafter become known, develop or accrue, as well as those already known, developed or accrued up to the date of this General Release; that the terms of this General Release have been completely read and that the Claimants fully understands the tenor and effect of the release and indemnification agreement; and that the terms of this General Release have been given voluntarily.

The Claimants requests any court of competent jurisdiction which is called upon to construe this General Release to broadly construe it in favor of releasing all claims against the District which the Claimants may have, whether known or unknown. Should the District be required to bring any action to construe or enforce this General Release, the District shall be entitled to recover all its costs (including reasonable attorney’s fees and suit moneys) from the Claimants in addition to any other damages which may be recoverable. The Claimants hereby waive any and all right to trial by jury in any action or proceeding arising directly or indirectly under this General Release.

The Claimants represent to the District that there are no pending lawsuits, appeals or other contested legal proceedings involving any of the Claimants and the District. Should there, in fact, exist any such pending lawsuits, appeals or other contested legal proceedings, this General Release shall be deemed to release all of the Claimants claims which may be pending therein and authorize and direct the

subject court or tribunal to dismiss such lawsuit, appeal or other contested legal proceeding, with prejudice.

THE CLAIMANTS HAVE READ THIS RELEASE AND FULLY UNDERSTAND IT.

IN WITNESS WHEREOF this General Release has been signed and sealed by the Claimants as follows:

EL RANCHO NO TENGO, INC.
a Florida corporation

By: _____

As its authorized representative.
Claimant

STATE OF FLORIDA
COUNTY OF _____

The foregoing GENERAL RELEASE was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, in his capacity as the authorized representative of EL RANCHO NO TENGO, INC., who is personally known to me or who has produced _____, as identification.

(Signature of Notary Public--State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Jeffrey Lance Hill Sr.
Claimant

STATE OF FLORIDA
COUNTY OF _____

The foregoing GENERAL RELEASE was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by JEFFREY LANCE HILL SR., who is personally known to me or who has produced _____, as identification.

(Signature of Notary Public--State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Linda P. Hill
Claimant

STATE OF FLORIDA
COUNTY OF -----

The foregoing GENERAL RELEASE was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by LINDA P. HILL, who is personally known to me or who has produced _____, as identification.

(Signature of Notary Public--State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Jeffrey Lance Hill Jr., individually and as
proprietor of Lance Water
Claimant

STATE OF FLORIDA
COUNTY OF -----

The foregoing GENERAL RELEASE was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by JEFFREY LANCE HILL JR., who is personally known to me or who has produced _____, as identification.

(Signature of Notary Public--State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

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Filing # 124789065 E-Filed 04/13/2021 08:35:10 AM

**IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT
IN AND FOR COLUMBIA COUNTY, FLORIDA**

JEFFREY LANCE HILL, SR., and
LINDA PETRY HILL,

Plaintiffs,

vs.

CASE NO.: 11-340-CA

SUWANNEE RIVER WATER MANAGEMENT
DISTRICT,

Defendant.

FINAL JUDGMENT TAXING ATTORNEY'S FEES AND COSTS

THIS CAUSE having come before the Court upon March 10, 2021, upon Defendant's Motion to Determine Reasonableness of Fees and Costs and Defendant's Amended Motion to Tax Costs, and the Court having considered the evidence presented by and the arguments made by Counsel for Defendant, having confirmed that Plaintiffs failed to file a response to either Motion, and there being no appearance on behalf of Plaintiffs Jeffrey Lance Hill, Sr. or Linda Petry Hill, despite Defendant attempting to coordinate a date for the hearing with Plaintiffs and Defendant properly noticing the hearing by serving Plaintiffs with a copy of the Notice of Hearing and the Court's Judicial Assistant speaking to Plaintiff Jeffrey Hill on the morning of the hearing and Plaintiff Jeffrey Hill stating that he would not attend the hearing, the Court finds and rules as follows:

1. On August 1, 2011, Plaintiffs filed their Complaint against the Defendant.
2. On October 16, 2017, the Defendant filed a Motion for Sanctions Awarding Attorney's Fees because of Plaintiffs' repeated misconduct.
3. On October 17, 2017, the Defendant filed its Motion for Attorney's Fees Pursuant to Florida Statutes, Section 57.105.

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4. On October 18, 2017, the Court conducted a bench trial.

5. On November 28, 2017, the Court entered a Final Judgment in the Defendant's favor. The Court entered an Amended Final Judgment on November 29, 2017, to correct scrivener's errors. The Court's Final Judgment was affirmed on appeal by the First District Court of Appeals.

6. Thereafter, the Defendant timely filed its Motion for Entitlement to Attorney's Fees and Motion to Tax Costs. Plaintiffs did not file any response to Defendant's Motion for Entitlement to Attorney's Fees and Motion to Tax Costs, nor did Plaintiffs attend the hearing on same.

7. On November 2, 2020, the Court entered its Order Granting Motion for Sanctions. In the Order, the Court also specifically ordered the parties to do the following:

A. Within thirty (30) days, Defendant was to file a motion setting forth the amount of reasonable attorney's fees incurred after issuance of the Mandate by the First District Court of Appeal on May 4, 2017. Defendant's motion was to include an affidavit from an attorney in good standing with the Florida Bar attesting to the reasonableness of Defendant's attorney's fees.

B. If Plaintiffs disputed the amount of the attorney's fees sought by Defendant, Plaintiffs were ordered to file within forty-five (45) days of Defendant's Motion a written response setting forth the amount of reasonable attorney's fees Plaintiffs contended should be awarded by the Court.

8. Thereafter, Defendant timely filed its Motion to Determine Reasonableness of Fees and Costs on December 2, 2020. Defendant also filed its Amended Motion to Tax Costs.

9. Plaintiffs did not file a response to Defendants' Motion to Determine Reasonableness of Fees and Costs, as the Court's November 2, 2020 Order required. Plaintiffs also did not file a response to Defendant's Amended Motion to Tax Costs.

10. Thereafter, Defendant scheduled a hearing for its Motion to Determine Reasonableness of Fees and Costs and Amended Motion to Tax Costs. Defendant attempted to coordinate a date for the hearing with Plaintiffs, but Plaintiffs refused to cooperate. Defendant then set the hearing for March 10, 2021 at 9:00 A.M. and served Plaintiffs with a notice informing Plaintiffs of the date and time of the hearing. Defendants' notice also informed Plaintiffs that the hearing would be conducted via Microsoft Teams.

11. At approximately 8:15 A.M. on March 10, 2021, the Court's judicial assistant contacted Plaintiff Jeffrey Hill via telephone to ensure Plaintiffs (who are married) would attend the hearing. Plaintiff Jeffrey Hill has claimed to lack access to a computer, which the Court knows to be false given that Plaintiff is operating a website about this litigation, has filed materials in a federal court action evidencing that he has an email address, and has requested Defendant respond to public records requests by providing materials via email. Nevertheless, the Court's judicial assistant informed Plaintiff that he could attend the hearing via telephone, instead of videoconference. Plaintiff obviously has access to a telephone given that the Court's judicial assistant spoke to Plaintiff using his telephone. In response, Plaintiff stated that the Undersigned lacks authority to hear this case, and that Plaintiffs would not attend the hearing.

12. Consequently, the Court conducted the hearing without Plaintiffs present. The hearing was attended by Defendants' Counsel, David Willis and Chase Hattaway, as well as Defendant's fee expert, Adam Morrison, Esq. During the hearing, Mr. Morrison testified under oath about his opinions concerning the reasonableness of Defendant's attorney's fees.

13. Having considered the evidence offered by Defendant's counsel together with the testimony of Defendant's expert witness, the amount of reasonable attorney's fees recoverable by Defendant is calculated as follows:

A. Since May 4, 2017, the reasonable number of hours expended by Defendant's counsel in prosecuting this action is 706.1 hours.

B. The hourly rates charged by the law firm of Rumberger, Kirk & Caldwell, P.A. to the Defendant (a partner rate of \$180.00 per hour and an associate rate of \$145.00 per hour) constitute reasonable hourly rates for the services rendered by Rumberger, Kirk & Caldwell, P.A. in prosecuting this action since May 4, 2017.

C. Based upon the factors set forth in *Florida Patient's Compensation Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985), the multiplication of the actual hourly rates charged by Rumberger, Kirk & Caldwell, P.A., in prosecuting this action by the number of hours actually expended amounts to a total fee in the amount of \$104,792.50.

14. The amount of costs the Defendant is entitled to recover is \$19,197.88. This is comprised of \$17,447.88 in recoverable costs as set forth in Defendant's Amended Motion to Tax Costs, and \$1,750.00 charged by fee expert Adam Morrison, Esq.¹

Accordingly, it is ORDERED and ADJUDGED:

15. Defendant, SUWANNEE RIVER WATER MANAGEMENT DISTRICT, shall recover from Plaintiffs, JEFFREY LANCE HILL and LINDA PETRY HILL, the sum of:

Reasonable attorney's fees	\$104,792.50
Costs	<u>\$19,197.88</u>
Total	\$123,990.38

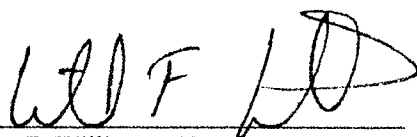
¹ Defendant requested \$4,654.57 in travel costs in its Amended Motion to Tax Costs but abandoned its request for these costs at the hearing. Thus, the Court did not award Defendant these travel costs.

Which sum shall bear interest at the prevailing statutory interest rate of 4.81% per annum from this date through April 1 of this current year, for all of which let execution issue. Thereafter, on July 1, October 1, January 1 and April 1 of each year until the judgment is paid, the interest rate will adjust in accordance with section 55.03, Florida Statutes.

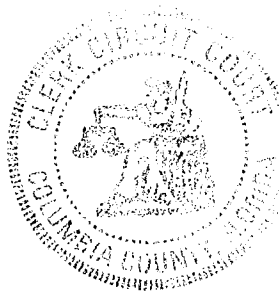
16. The judgment debtors, Plaintiffs Jeffrey Hill, Sr. and Linda Hill, shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within forty-five (45) days from the date of this Final Judgment, unless the Final Judgment is satisfied, or post-judgment discovery is stayed.

17. Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor to complete form 1.977, including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney.

DONE AND ORDERED in Chambers at Live Oak, Suwannee County, Florida, this the 12 day of April 2021.



William F. Williams, III
Acting Circuit Court Judge



STATE OF FLORIDA, COUNTY OF COLUMBIA
I HEREBY CERTIFY, that the above and foregoing
is a true copy of the original filed in this office.
JAMES M SWISHER JR, CLERK OF COURTS
By Stemmer
Date May 17, 2021

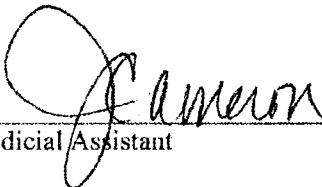
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13 day of April, 2021, a conformed copy of the foregoing Order was furnished via U.S. Mail; e-mail on: fred

Jeffrey Lance Hill, Sr.
Linda Petry Hill
908 SE Country Club Road
Lake City, FL 32025

David C. Willis, Esquire
Chase E. Hattaway, Esquire
RUMBERGER, KIRK & CALDWELL, P.A.
Post Office Box 1873
Orlando, Florida 32802-1873
Email: dwillis@rumberger.com
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Leonard J. Dietzen, Esquire
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docketingorlando@rumberger.com
ldietzensecy@rumberger.com



Judicial Assistant

**IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT
IN AND FOR COLUMBIA COUNTY, FLORIDA**

JEFFREY LANCE HILL, SR., and
LINDA PETRY HILL,

Plaintiffs,

vs.

CASE NO.: 11-340-CA

SUWANNEE RIVER WATER MANAGEMENT
DISTRICT,

Defendant.

_____ /

**AFFIDAVIT OF CURRENT ADDRESS OF JUDGMENT CREDITOR
AND JUDGMENT DEBTOR IN ACCORDANCE WITH
FLORIDA STATUTES § 55.10**

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, the undersigned authority, personally appeared David C. Willis,
who being first duly sworn, deposes and says as follows:

1. I am a shareholder with Rumberger, Kirk & Caldwell, P.A., and counsel
for Defendant, the Suwannee River Water Management District, in this matter.

2. Suwannee River Water Management District is the party who has a
lien/judgment recorded in the Official Records in and for Columbia County, Florida.

3. Pursuant to Section 55.10, *Florida Statutes*, the lien holder must file an
affidavit with a current and/or last known post office address of the judgment creditor and
the judgment debtor(s).

4. The current address of Suwannee River Water Management District, the
judgment creditor, is:

Suwannee River Water Management District
9225 CR 49
Live Oak, FL 32060

5. The current and/or last known post office addresses for the judgment debtor is:

Jeffrey Lance Hill
908 SE Country Club Road
Lake City, FL 32025

FURTHER AFFIANT SAYETH NOT.




DAVID C. WILLIS

SWORN TO and subscribed before me this the 20th day of May, 2021, by
DAVID C. WILLIS, who is personally known to me.



MARY M. WOZNACK
Commission # HH 008643
Expires July 8, 2024
Bonded Thru Budget Notary Services



Notary Public – State of Florida
Printed Name: **MARY M. WOZNACK**

My Commission Expires: 7-8-2024

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**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

JEFFREY LANCE HILL, SR. ,

Plaintiff,

v.

Case No: 3:17-cv-1342-J-25JRK

**LEANDRA G. JOHNSON,
individually, GREGORY S. PARKER,
individually, JENNIFER B.
SPRINGFIELD, individually,
WILLIAM F. WILLIAMS, III ,
individually, JOEL F. FOREMAN,
individually, SUWANNEE RIVER
WATER MANAGEMENT
DISTRICT, COLUMBIA COUNTY,
FLORIDA, and CITY OF LAKE
CITY, FLORIDA,**

Defendants.

JUDGMENT IN A CIVIL CASE

Decision by Court. This action came before the Court and a decision has been rendered.

IT IS ORDERED AND ADJUDGED that pursuant to this Court's Order entered March 3, 2020, Judgment is hereby entered that Defendant Suwannee River Water Management District recover from Plaintiff its attorneys' fees in the amount of \$8,924.00 and costs of \$245.87.

Date: March 4, 2020

ELIZABETH M. WARREN, CLERK

s/ J. Griffith, Deputy Clerk

Copy to:
Counsel of Record
Unrepresented Parties

I CERTIFY THE FOREGOING TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL
CLERK OF COURT
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
BY: *Ally Cole*
DEPUTY CLERK

CIVIL APPEALS JURISDICTION CHECKLIST

1. **Appealable Orders**: Courts of Appeals have jurisdiction conferred and strictly limited by statute:
 - (a) **Appeals from final orders pursuant to 28 U.S.C. § 1291**: Final orders and judgments of district courts, or final orders of bankruptcy courts which have been appealed to and fully resolved by a district court under 28 U.S.C. § 158, generally are appealable. A final decision is one that “ends the litigation on the merits and leaves nothing for the court to do but execute the judgment.” *Pitney Bowes, Inc. v. Mestre*, 701 F.2d 1365, 1368 (11th Cir. 1983) (citing *Catlin v. United States*, 324 U.S. 229, 233, 65 S.Ct. 631, 633, 89 L.Ed. 911 (1945)). A magistrate judge’s report and recommendation is not final and appealable until judgment thereon is entered by a district court judge. 28 U.S.C. § 636(b); *Perez-Priego v. Alachua County Clerk of Court*, 148 F.3d 1272 (11th Cir. 1998). However, under 28 U.S.C. § 636(c)(3), the Courts of Appeals have jurisdiction over an appeal from a final judgment entered by a magistrate judge, but only if the parties consented to the magistrate’s jurisdiction. *McNab v. J & J Marine, Inc.*, 240 F.3d 1326, 1327-28 (11th Cir. 2001).
 - (b) **In cases involving multiple parties or multiple claims**, a judgment as to fewer than all parties or all claims is not a final, appealable decision unless the district court has certified the judgment for immediate review under Fed.R.Civ.P. 54(b). *Williams v. Bishop*, 732 F.2d 885, 885-86 (11th Cir. 1984). A judgment which resolves all issues except matters, such as attorneys’ fees and costs, that are collateral to the merits, is immediately appealable. *Budinich v. Becton Dickinson & Co.*, 486 U.S. 196, 201, 108 S.Ct. 1717, 1721-22, 100 L.Ed.2d 178 (1988); *LaChance v. Duffy’s Draft House, Inc.*, 146 F.3d 832, 837 (11th Cir. 1998).
 - (c) **Appeals pursuant to 28 U.S.C. § 1292(a)**: Under this section, appeals are permitted from the following types of orders:
 - i. Orders granting, continuing, modifying, refusing or dissolving injunctions, or refusing to dissolve or modify injunctions; However, interlocutory appeals from orders denying temporary restraining orders are not permitted.
 - ii. Orders appointing receivers or refusing to wind up receiverships; and
 - iii. Orders determining the rights and liabilities of parties in admiralty cases.
 - (d) **Appeals pursuant to 28 U.S.C. § 1292(b) and Fed.R.App.P.5**: The certification specified in 28 U.S.C. § 1292(b) must be obtained before a petition for permission to appeal is filed in the Court of Appeals. The district court’s denial of a motion for certification is not itself appealable.
 - (e) **Appeals pursuant to judicially created exceptions to the finality rule**: Limited exceptions are discussed in cases including, but not limited to: *Cohen v. Beneficial Indus. Loan Corp.*, 337 U.S. 541, 546, 69 S.Ct. 1221, 1225-26, 93 L.Ed. 1528 (1949); *Atlantic Fed. Sav. & Loan Ass’n v. Blythe Eastman Paine Webber, Inc.*, 890 F.2d 371, 376 (11th Cir. 1989); *Gillespie v. United States Steel Corp.*, 379 U.S. 148, 157, 85 S.Ct. 308, 312, 13 L.Ed.2d 199 (1964).
2. **Time for Filing**: The timely filing of a notice of appeal is mandatory and jurisdictional. *Rinaldo v. Corbett*, 256 F.3d 1276, 1278 (11th Cir. 2001). In civil cases, Fed.R.App.P. 4(a) and (c) set the following time limits:
 - (a) **Fed.R.App.P. 4(a)(1)**: A notice of appeal in compliance with the requirements set forth in Fed.R.App.P. 3 must be filed in the district court within 30 days after the order or judgment appealed from is entered. However, if the United States or an officer or agency thereof is a party, the notice of appeal must be filed in the district court within 60 days after such entry. **THE NOTICE MUST BE RECEIVED AND FILED IN THE DISTRICT COURT NO LATER THAN THE LAST DAY OF THE APPEAL PERIOD - no additional days are provided for mailing.** Special filing provisions for inmates are discussed below.
 - (b) **Fed.R.App.P. 4(a)(3)**: “If one party timely files a notice of appeal, any other party may file a notice of appeal within 14 days after the date when the first notice was filed, or within the time otherwise prescribed by this Rule 4(a), whichever period ends later.”
 - (c) **Fed.R.App.P.4(a)(4)**: If any party makes a timely motion in the district court under the Federal Rules of Civil Procedure of a type specified in this rule, the time for appeal for all parties runs from the date of entry of the order disposing of the last such timely filed motion.
 - (d) **Fed.R.App.P.4(a)(5) and 4(a)(6)**: Under certain limited circumstances, the district court may extend or reopen the time to file a notice of appeal. Under Rule 4(a)(5), the time may be extended if a motion for an extension is filed within 30 days after expiration of the time otherwise provided to file a notice of appeal, upon a showing of excusable neglect or good cause. Under Rule 4(a)(6), the time to file an appeal may be reopened if the district court finds, upon motion, that the following conditions are satisfied: the moving party did not receive notice of the entry of the judgment or order within 21 days after entry; the motion is filed within 180 days after the judgment or order is entered or within 14 days after the moving party receives notice, whichever is earlier; and no party would be prejudiced by the reopening.
 - (e) **Fed.R.App.P.4(c)**: If an inmate confined to an institution files a notice of appeal in either a civil case or a criminal case, the notice of appeal is timely if it is deposited in the institution’s internal mail system on or before the last day for filing. Timely filing may be shown by a declaration in compliance with 28 U.S.C. § 1746 or a notarized statement, either of which must set forth the date of deposit and state that first-class postage has been prepaid.
3. **Format of the notice of appeal**: Form 1, Appendix of Forms to the Federal Rules of Appellate Procedure, is a suitable format. See also Fed.R.App.P. 3(c). A pro se notice of appeal must be signed by the appellant.
4. **Effect of a notice of appeal**: A district court lacks jurisdiction, i.e., authority, to act after the filing of a timely notice of appeal, except for actions in aid of appellate jurisdiction or to rule on a timely motion of the type specified in Fed.R.App.P. 4(a)(4).