APPENDIX D
REAL ESTATE

This page intentionally left blank

TABLE OF CONTENTS

D REAL ESTATE D-1
D.1 STATEMENT OF PURPOSE OF THE REAL ESTATE PLAN (REP) D-1
D.2 PROJECT AUTHORIZATION D-1
D.3 PROJECT LOCATION AND DESCRIPTION D-2
D.4 RECOMMENDED PLAN (ALT4R2) D-3
D.4.1 Features-North of Redline-Storage and Treatment Flow Equalization Basin (FEB) A-2 ..... D-3
D.4.1.1 General Information and Location D-3
D.4.1.2 Real Estate Required D-5
D.4.2 Features-South of Redline-Distribution & Conveyance D-6
D.4.2.1 General Information and Location D-6
D.4.2.2 Features D-6
D.4.2.3 Real Estate Required D-8
D.4.3 Features-Blueline/Greenline -Distribution and Conveyance D-8
D.4.3.1 General Information and Location D-8
D.4.3.2 Features D-9
D.4.3.3 Real Estate Required D-12
D.4.4 Features-Yellowline- Seepage Management D-12
D.4.4.1 Features D-13
D.4.4.2 Real Estate Required D-13
D.5 ANALYSIS OF ESTATE REQUIRED FOR THE PROJECT AND NON-FEDERAL OWNED LANDS ACQUIRED FOR THE CENTRAL AND SOUTHERN FLORIDA PROJECT D-14
D.5.1 Estates Required for Comprehensive Everglades Restoration Plan Projects D-14
D.5.2 A-2 FEB Compartment A-Talisman Exchange D-15
D.5.2.1 A-2 FEB D-15
D.5.2.2 A-2 FEB Outflow Canal D-15
D.5.3 Analysis of Estates owned by the SFWMD in WCA 3A/3B, Levees, and Canals previously acquired and provided for the C&SF Project D-15
D.6 HUNT CAMP LEASES D-17
D.7 AGRICULTURAL LEASES AND RESERVATIONS D-19
D.7.1 SFWMD LEASE AND RESERVATIONS D-19
D.7.2 STATE OF FLORIDA LEASE D-20
D.8 EXISTING FEDERAL PROJECTS D-21
D.9 FEDERALLY OWNED LANDS D-22
D.10 PROPOSED STANDARD ESTATES D-22
D.10.1 Fee D-22
D.10.2 Temporary Access Road Easement D-22
D.10.3 Channel Improvement Easement D-22
D.10.4 Temporary Work Area Easement D-22
D.10.5 Borrow Area Easement D-23
D.11 PROPOSED NON-STANDARD ESTATES-ALREADY OWNED BY SFWMD AND ACQUIRED FOR THE CENTRAL AND SOUTHERN FLORIDA PROJECT (C&SF) IN THE WATER CONSERVATION AREAS D-23
D.11.1 Canal and Levee Easements from the State of Florida to SFWMD –owned by SFWMD and acquired and provided for C&SF Project D-23
D.11.2 Perpetual Easements from Private Parties to SFWMD –owned by SFWMD and acquired and provided for C&SF Project D-24

D.11.3 Perpetual Easements from the State of Florida to SFWMD –owned by SFWMD and acquired and provided for C&SF Project D-24
D.11.4 Surface Rights from State Board of Education of the State of Florida to SFWMD – owned by SFWMD and acquired and provided for C&SF Project..... D-24
D.11.5 Permitted Rights from Department of Interior, National Park Service – to be acquired by SFWMD for Old Tamiami Trail removal D-24
D.12 UNIFORM RELOCATION ASSISTANCE ACT, PL 91-646..... D-25
D.13 NAVIGATIONAL SERVITUDE AND OTHER LANDS D-26
D.14 ACCESS TO PROJECT AREAS D-26
D.15 BORROW AND DISPOSAL SITES..... D-26
D.16 TEMPORARY WORK AREAS D-27
D.17 INDUCED FLOODING D-27
D.18 MINERAL AND TIMBER ACTIVITIES D-28
D.19 NON-FEDERAL AUTHORITY TO PARTICIPATE IN THE PROJECT D-28
D.20 ZONING ORDINANCES..... D-29
D.21 ACQUISITION SEQUENCING D-29
D.22 FACILITY AND UTILITY RELOCATIONS..... D-29
D.23 HAZARDOUS TOXIC OR RADIOLOGICAL WASTE (HTRW) D-30
D.24 PROJECT SUPPORT D-31
D.25 FEDERAL AGRICULTURE IMPROVEMENT AND REFORM ACT OF 1996 (FARM BILL)..... D-31
D.26 LAND VALUATION AND CREDITING D-32
D.26.1 Land Valuation and Crediting Guidance D-32
D.26.1.1 CECW-SAD Memorandum dated July 30, 2009; SUBJECT: CERP Land Valuation and Crediting..... D-32
D.26.1.2 CERP Master Agreement Between the Department of the Army and the South Florida Water Management District for Cooperation in Constructing and Operating, Maintaining, Repairing, Replacing and Rehabilitating Authorized Projects under the Comprehensive Everglades Restoration Plan, dated August 13, 2009 ..... D-33
D.26.2 Talisman Exchange-SFWMD Lands..... D-33
D.26.3 Other SFWMD Lands Required for A-2 FEB..... D-34
D.26.4 State of Florida Lands D-34
D.26.5 WCA 3A/3B Lands..... D-34
D.26.6 L-31N Lands D-35
D.27 BASELINE COST ESTIMATES AND MCACES COST ESTIMATES D-35
D.27.1 Administrative Costs..... D-35
D.27.2 Risk Register D-36
D.28 PROJECT MAPS..... D-39

LIST OF TABLES

Table D-1: North of Redline Lands.....D-5
Table D-2: South of Redline Lands.....D-8
Table D-3: Blue and Green Lines Lands.....D-11
Table D-4: Yellow Line Lands.....D-13
Table D-5: Baseline Cost Estimate D-37
Table D-6: MCACES Cost Estimate for Real Estate costs.....D-38

LIST OF FIGURES

Figure D-1: SPATIAL PERSPECTIVE MAP…… .D-2
Figure D-2: Recommended Plan Treatment and Storage Features and Location…….D-4
Figure D-3: Recommended Plan Northern Conveyance and Distribution Features and Location... D-7
Figure D-4: Recommended Plan Southern Distribution and Conveyance Features and Location…D-10
Figure D-5: Recommended Plan Seepage Management Features and Location.....D-13
Figure D-6: SFWMD FEB AND OUTFLOW CANAL OWNERSHIP MAP……..D-40
Figure D-7: WATER CONSERVATION AREA 3A/3B……D-41

D REAL ESTATE

D.1 STATEMENT OF PURPOSE OF THE REAL ESTATE PLAN (REP)

The purpose of this Real Estate Plan (REP) is to present the overall real estate requirements, costs, acquisition schedules, and other real estate requirements necessary for the Central and Southern Florida, Comprehensive Everglades Restoration Plan, Central Everglades Planning Project (CEPP). This Real Estate Plan is tentative in nature and both the final real property acquisition lines and estimates of value are subject to change after approval of the decision document to which this Plan is appended. The REP will identify the lands required for CEPP; the lands already acquired by the South Florida Water Management District (SFWMD), the Non-Federal Sponsor; the lands which have not been acquired by the SFWMD; the value of lands and what has already been cost shared under the Federal Agriculture Improvement and Reform Act of 1996 (Public Law 104-127, 110 Stat. 1022) (Farm Bill); what lands have not been cost shared; and other details associated with land requirements and estates required for CEPP.

D.2 PROJECT AUTHORIZATION

In *Section 601* of the *Water Resources Development Act of 2000* (PL 106-541) (WRDA 2000), Congress approved the Central and Southern Florida (C&SF) Project Comprehensive Review Study Integrated Feasibility Report and Programmatic Environmental Impact Statement (known as the "Yellow Book"), which describes and outlines the Comprehensive Everglades Restoration Plan (CERP).The Central Everglades Planning Project (CEPP) components are encompassed in the Comprehensive Everglades Restoration Plan (CERP).

Section 601 (e)(3) of the WRDA 2000, (PL 106-541) details the cost sharing related to Federal funding provided to the non-Federal sponsor applicable to the acquisition of lands required for CERP projects:

> *"(e) COST SHARING.*
> *(3) FEDERAL ASSISTANCE.*
> *(A) IN GENERAL.--The non-Federal sponsor with respect to a project authorized by subsection (b), (c), or (d) may use Federal funds for the purchase of any land, easement, rights-of-way, or relocation that is necessary to carry out the project if any funds so used are credited toward the Federal share of the cost of the project.*
> *(B) AGRICULTURE FUNDS.--Funds provided to the non-Federal sponsor under the Conservation Restoration and Enhancement Program (CREP) and the Wetlands Reserve Program (WRP) for projects in the Plan shall be credited toward the non-Federal share of the cost of the Plan if the Secretary of Agriculture certifies that the funds provided may be used for that purpose. Funds to be credited do not include funds provided under section 390 of the Federal Agriculture Improvement and Reform Act of 1996 (110 Stat.1022)."*

For the CEPP, Federal Department of Interior funds were utilized to acquire some of the Project lands as detailed below.

D.3 PROJECT LOCATION AND DESCRIPTION

The project location is generally located in South Florida in Palm Beach, Broward and Miami-Dade counties. The study area for the Central Everglades Planning Project (CEPP) encompasses the Northern Estuaries (St. Lucie River and Estuary, Indian River Lagoon, and the Caloosahatchee River and Estuary), Lake Okeechobee, a portion of the Everglades Agricultural Area (EAA), the Water Conservation Areas (WCAs), Everglades National Park (ENP), the Southern Estuaries (Florida Bay and Biscayne Bay), and the Lower East Coast (LEC). The project footprint of the A-2 Flow Equalization Basin (A-2 FEB) is approximately 14,000 acres of land.

Water Conservation Areas 3A/3B (WCA 3A/3B) are comprised of approximately 578,597 acres. The adjacent canals and levees to the WCA 3A/3B include an additional approximately 11,599 acres. The adjacent levees and their borrow canals include the Levees 30, 33, 36, 38E, and 38W on the east ; Levees 4, 5, and 6 on the north; Levee 28 on the west; and Levee 29 on the south. The lands required along the right-of-way of Levee 31N consist of approximately 325 acres. The project study area has been divided into reaches as follows: North of Redline, South of Redline, Greenline/Blueline and Yellowline. As indicated above, the planning process has recently completed identification of a Recommended Plan. Project features include, but are not limited to, storage and treatment retention basins, canal modifications (plugging and re-routing), removal of existing levees, new levees, flow control structure, pump stations and seepage barriers. The Spatial Perspective Map of the project area is shown on **Figure D-1**.

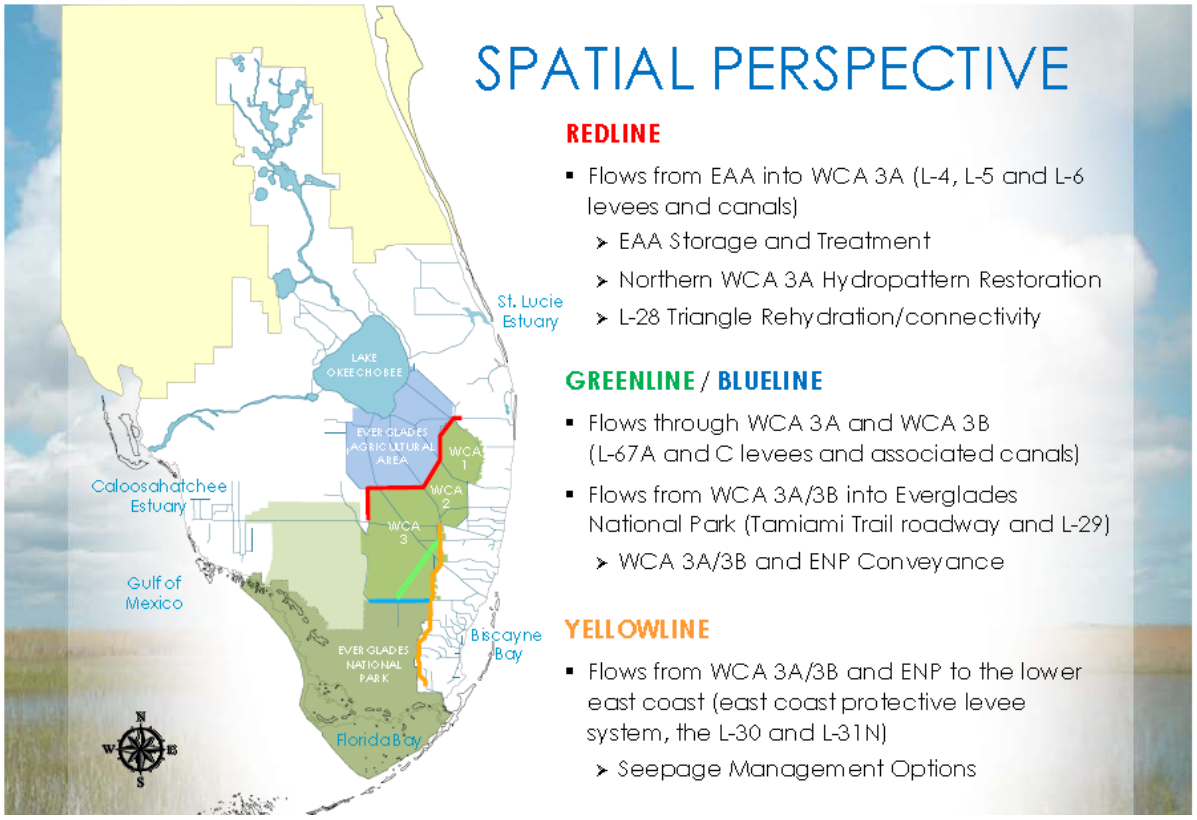


Figure D-1: SPATIAL PERSPECTIVE MAP

D.4 RECOMMENDED PLAN (ALT4R2)

The components of the Recommended Plan, Alternative 4R2, are organized into four geographic areas: North of the Redline, South of the Redline, the Greenline/Blueline and along the Yellowline.

D.4.1 Features-North of Redline-Storage and Treatment Flow Equalization Basin (FEB) A-2

D.4.1.1 General Information and Location

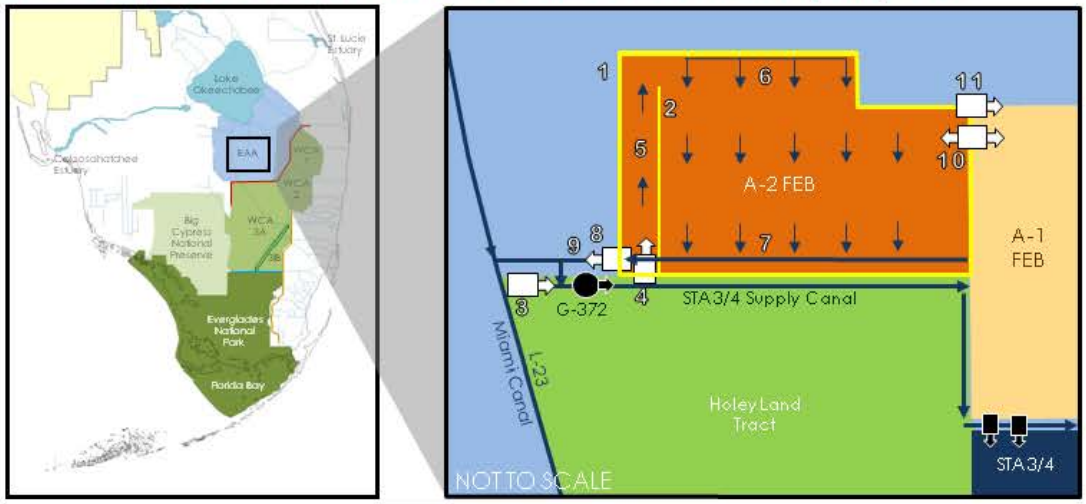
Everglades Agricultural Area (EAA) (North of the Redline) includes construction and operations to divert, store and treat Lake Okeechobee regulatory releases.

Storage and treatment of new water will be possible with the construction of a 14,000 acre FEB and associated distribution features on the A-2 footprint that is operationally integrated with the state-funded and state-constructed A-1 FEB and existing STAs. The FEB will accept EAA runoff and undesirable discharges from Lake Okeechobee to the estuaries would be diverted to the FEB when FEB/STAs and canals have capacity.

The A-2 FEB is located in Palm Beach County, between the Miami Canal and North New River Canal, and north of WCA 3A. It is adjacent to the western boundary of the A-1 FEB. The inflow to the impoundment begins about 1.5 miles east of G-372 pump station. **Figure D-2** shows the Recommended Plan Treatment and Storage Features and Location. More Details regarding these features can be found in **Appendix A-Engineering Appendix**. **Table D-1** shows details on the lands required for the Recommended Plan Treatment and Storage Features only - North of the Redline.

NORTH OF THE REDLINE

STORAGE AND TREATMENT EQUALIZATION BASIN (FEB) – A2



LEGEND: Pump | Gated Structure | Levee | Spreader Canal | Existing Structure

#	STRUCTURE	STRUCTURE/FEATURE TYPE	CFS	TECHNICAL NOTES
1	L-624	Levee		Perimeter Levee (~ 20 miles, 11.3 feet high, 14 feet wide, 3:1 side slope)
2	L-625	Levee		Interior levee (~ 4 miles, 11.3 feet high, 12 feet wide, 3:1 side slope)
3	S-623	Gated Spillway	3700	Delivers water from Miami Canal to existing G-372 pump station
4	S-624	Gated Sag Culvert (FEB inflow structure)	1550	Receives water from existing pump station G-372 via STA 3/4 Supply Canal and delivers it to C-624 FEB inflow canal
5	C-624	FEB Inflow Canal	1550	Conveys water from FEB inflow structure S-624 to FEB C-624 E spreader canal (length: ~ 4 miles)
6	C-624E	FEB Spreader Canal		Distributes FEB inflows across northern FEB; sheetflow within FEB is generally north to south (length: ~ 4 miles)
7	C-625E	FEB Collection Canal	400	Existing seepage canal for STA 3/4 Supply Canal, used to supplement FEB sheetflow during normal operating conditions
8	S-625	Gated Culverts (FEB discharge structure)	1550	Delivers water to FEB outflow canal (C-625W)
9	C-625W	FEB Outflow Canal	1550	FEB Outflow Canal is the extended seepage canal for the STA 3/4 Supply Canal; delivers water via existing G-372 pump station to STA 3/4 for water quality treatment
10	S-628	Gated Culvert (FEB intake/discharge structure)	930	Delivers water in both directions between A-2 FEB and A-1 FEB for operational flexibility
11	S-627	Emergency Overflow weir	445	Location to be determined
A-2 FEB design also includes an exterior seepage collection system (not illustrated):				
	C-626	Seepage Canal	400	~ 11 miles
	S-626	Seepage Pump Station	500	Delivers seepage back into the FEB outflow canal C-625W

Figure D-2. Recommended Plan Treatment and Storage Features and Location

Table D-1: North of Redline Lands

NORTH OF THE REDLINE – STORAGE AND TREATMENT FLOW EQUALIZATION BASIN (FEB) – A 2							
#	**Structure/ Feature No**	**Structure/ Feature Type**	**Approximate Acres Required for Features**	**Estate Owned by SFWMD**	**Estate Required for CEPP**	**Federal Cost Share**	**Non-Federal Cost Share**
1	L-624	FEB Perimeter Levee	516	Fee	Fee	Note 1	Note 1
2	L-625	FEB interior inflow canal levee	103	Fee	Fee	Note 1	Note 1
3	S-623 (DS-8)	Gated Spillway-On STA 3/4 Supply Canal	4	Fee	Fee	$0	$0
4	S-624 (DS-5)	Gated Sag Culvert (FEB inflow structure) On STA 3 / 4 Supply Canal	4	Fee	Fee	Note 1	Note 1
5	C-624	Inflow Canal-West side interior of FEB	77	Fee	Fee	Note 1	Note 1
6	C-624E	Spreader Canal-Northern boundary of FEB	116	Fee	Fee	Note 1	Note 1
7	C-625E	FEB interior collection canal along southern perimeter	116	Fee	Fee	Note 1	Note 1
8	S-625 (DS-7)	Gated Culverts (FEB discharge structure) in FEB perimeter levee L-624	4	Fee	Fee	Note 1	Note 1
9 (Eastern Portion)	C-625W (Eastern Portion)	FEB exterior outflow; between S-625 and G-372 headwater	34.23	Fee	Fee	$78,801	$10,246
9 (Western Portion)	C-625W (Western Portion)	FEB exterior outflow; between S-625 and G-372 headwater	57.02	None	Fee to be provided by State by Supplemental Agreement or Perpetual Channel Easement	$0	$712,750
10	S-628 (DS-9)	Gated Culvert FEB intake/ discharge structure, Between A-2 and A-1 FEB,	3	Fee	Fee	Note 1	Note 1
11	S-627 (CS-4)	Emergency Overflow weir-Between A-2 and A-1 FEB,	3	Fee	Fee	Note 1	Note 1
12	C-626	Seepage Canal-West and northern exterior perimeter of FEB	212	Fee	Fee	Note 1	Note 1
13	S-626 (PS-1)	Seepage Pump Station, West side of seepage canal, C-626	3	Fee	Fee	Note 1	Note 1
	A-2 FEB	A-2 FEB Interior Area	12,688.34	Fee	Fee	$30,220,406	$1,490,102
	Temporary Access	Potential Temporary Access from SR 78 to A-2 Feb	40.00	Fee	Temporary Access Easement	$0	$150,000
	TOTAL		**13,980.59**			**$30,299,207**	**$2,363,098**

Note 1-costs included in A-2 FEB

D.4.1.2 Real Estate Required

The A-2 FEB and associated structures will be located on approximately 13,849.34 acres of which approximately 13,839.44 acres were acquired utilizing Federal Farm Bill funds and SFWMD funds.

The remaining approximately 9.90 acres were acquired by SFWMD with State funds. SFWMD owns fee to these lands and that will be the estate required for the A-2 FEB. For the C-625W FEB Outflow Canal, SFWMD owns fee title, which will be the required estate, to approximately 34.23 acres acquired utilizing Federal Farm Bill funds and SFWMD funds. The remaining approximately 57.02 acres required for the C-625W FEB Outflow Canal are owned by the State of Florida and the SFWMD will obtain a perpetual channel easement from the State or obtain fee from the State by Supplemental Agreement consistent with the terms of the CERP Master Agreement. The Federal government will receive credit for Federal funds and SFWMD will receive credit for its actual costs for those funds associated with the Talisman acquisition. Those lands purchased or to be purchased solely with State funds, the Non-Federal sponsor will be credited at the fair market value at the time of certification. More details on land costs and crediting are provided in paragraphs D.5 and D.26 below.

D.4.2 Features-South of Redline-Distribution & Conveyance

D.4.2.1 General Information and Location

WCA 2A and Northern WCA 3A (South of the Redline) includes conveyance features to deliver and distribute existing flows and the redirected Lake Okeechobee water through WCA 3A.

Backfilling 13.5 miles of the Miami Canal between I-75 and 1.5 miles south of the S-8 pump station, and converting the L-4 canal into a spreader canal by removing 2.9 miles of the southern L-4 levee are the key features needed to ensure spatial distribution and flow directionality of the water entering WCA 3A.

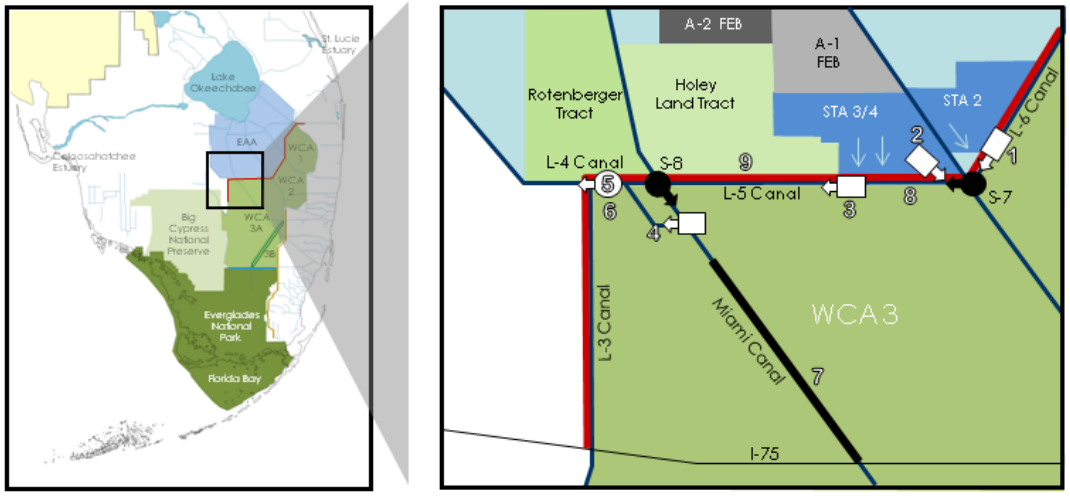
Conveyance features to move water into and through the northwest portion of WCA 3A include: a gated culvert to deliver water from the L-6 Canal to the remnant L-5 Canal, a new gated spillway to deliver water from the remnant L-5 canal to the western L-5 canal (during L-6 diversion operations); a new gated spillway to deliver water from STA 3/4 to the S-7 pump station during peak discharge events (eastern flow route is not typically used during normal operations), including L-6 diversion operations; a 360 cfs pump station to maintain Seminole Tribe of Florida water supply deliveries west of the L-4 Canal; and new gated culverts to deliver water from the Miami Canal (downstream of S-8, which pulls water from the L-5 Canal) to the L-4 Canal.

D.4.2.2 Features

Figure D-3 Recommended Plan Northern Conveyance and Distribution Features and Location shows the features south of the Redline. More Details regarding these features can be found in **Appendix A-Engineering Appendix**. **Table D-2** shows details on the lands required for the Recommended Plan Features South of the Redline. It does not include lands that will be required and recertified for the flowage of additional water in WCAs 3A/3B.

SOUTH OF THE REDLINE

DISTRIBUTION AND CONVEYANCE



LEGEND: Pump | Gated Structure | Levee Removal | Existing Structure

#	STRUCTURE	STRUCTURE/FEATURE TYPE	CFS	TECHNICAL NOTES
1	S-620	Gated Culvert	500	Delivers water from L-6 Canal to L-5 Canal
2	S-621	Gated Spillway	2500	Closed to direct STA 3/4 discharges to western L-5 Canal during normal operations; controls water from STA 3 /4 to the existing S-7 pump station during peak events
3	S-622	Gated Spillway	500	Delivers water from east to west in L-5 Canal (replaces existing L-5 canal plug)
4	S-8A	Gated Culverts with Canal	3080 & 1020	Existing S-8 pump station delivers water from L-5 Canal to Miami Canal; S-8A delivers water from Miami Canal to L-4 Canal (3120 cfs) and remaining Miami Canal segment (1040 cfs); potential design modifications to the existing S-8/G-404 complex will be assessed during PED
5	S-630	Pump Station	360	Delivers water from L-4 Canal west to maintain existing water supply deliveries
6		L-4 Levee Removal		Removes ~2.9 miles of south L-4 Levee
7		Miami Canal Backfill with Tree Islands Mounds		Remove ~ 13.5 miles of Miami Canal , from 1.5 miles south of S-8 to I-75; tree island mounds create habitat and promote sheetflow in WCA-3A within the footprint of the former Miami Canal
8		L-5 Remnant Canal	500	Enlarging canal to expand capacity of L-5 Canal (between S-621 & S-622)
9		L-5 Canal	3000	Enlarging canal to expand capacity of L-5 Canal (between S-622 & S-8)

Figure D-3. Recommended Plan Northern Conveyance and Distribution Features and Location.

Table D-2: South of Redline Lands

SOUTH OF THE REDLINE – DISTRIBUTION AND CONVEYANCE							
#	**Structure/ Feature No**	**Structure/ Feature Type**	**Approximate Acres Required for Features**	**Estate Owned by SFWMD**	**Estate Required for CEPP**	**Federal Cost Share**	**Non-Federal Cost Share**
1	S-620 (CS-1)	Gated Culvert In L-6 Canal	3	Perpetual Canal Easement	Perpetual Canal Easement	$0	$0
2	S-621 (CS-2)	Gated Spillway On STA 3 / 4 Outflow Canal	4	Fee	Fee	$0	$0
3	S-622 (CS-3)	Gated Spillway In L-5 Canal	3	Perpetual Canal Easement	Perpetual Canal Easement	$0	$0
4	New (S-8A)	Gated Culverts w/canal In Miami and L-4 Canal	3	Perpetual Canal Easement	Perpetual Canal Easement	$0	$0
5	S-630	Pump Station In L-4 Canal	3	Perpetual Canal Easement	Perpetual Canal Easement	$0	$0
6		L-4 Interior Levee Removal	20	Perpetual Canal Easement	Perpetual Canal Easement	$0	$0
7		Miami Canal Backfill with Tree Island Mounds	101	Perpetual Canal Easement	Perpetual Canal Easement	$0	$0
8		Canal, Remnant L-5 Canal east	31	Perpetual Surface Easement	Perpetual Surface Easement	$0	$0
9		Canal, L-5 Canal west	48	Perpetual Surface Easement	Perpetual Surface Easement	$0	$0
	TOTAL		**216**			**$0**	**$0**
Note: Total does not include lands that will be recertified for the flowage of additional water in WCAs 3A/3B.							

D.4.2.3 Real Estate Required

The structures listed above will be constructed on lands within the right-of-way of existing canals or levees or within lands in WCA 3A/3B which were previously acquired and provided as an item of local cooperation for the original C&SF Project. SFWMD owns sufficient interests in these lands for the construction of these project features. SFWMD owns fee or a perpetual easement. Where SFWMD owns a perpetual easement, the State of Florida owns the underlying fee title. SFWMD will not receive credit for the provision of these lands. More details on land costs and crediting are provided in paragraphs D.5 and D.26 below.

D.4.3 Features-Blueline/Greenline -Distribution and Conveyance

D.4.3.1 General Information and Location

Southern WCA 3A, WCA 3B, and ENP (Greenline/Blueline) includes conveyance features to deliver and distribute water from WCA3A to WCA 3B and ENP.

A new Blue Shanty levee extending from Tamiami Trail northward to the L-67A levee will divide WCA 3B into two subunits, a large eastern unit (3B-E) and a smaller western unit, the Blue Shanty Flowway (3B-W). The width of the 3B-W flow-way is aligned to the width of the downstream 2.6-Mile Tamiami Trail Next Steps bridge, optimizing the effectiveness of both the flow-way and bridge.

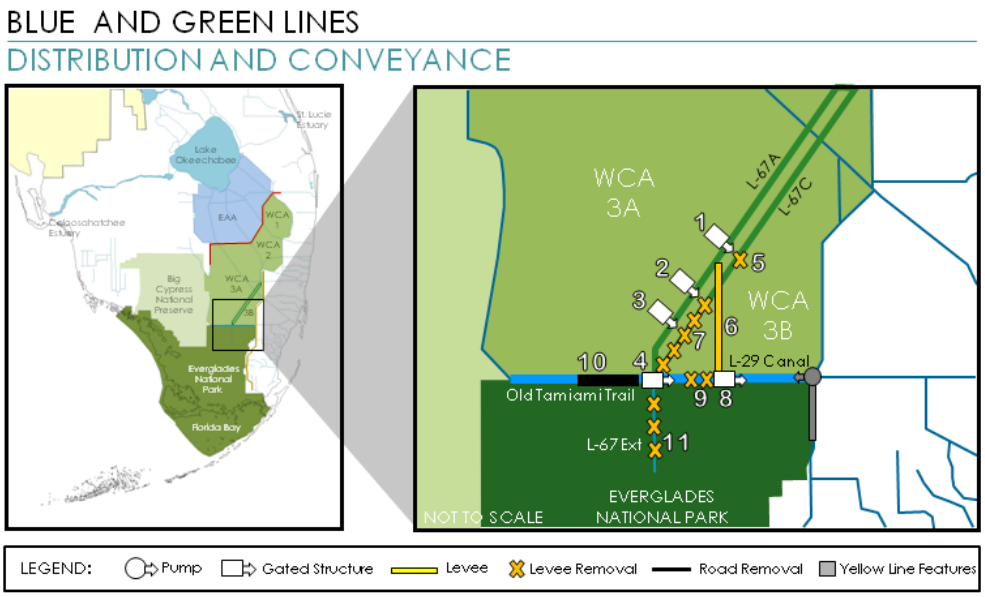
In the western unit, construction of two new gated control structures on the L-67A, removal of the L-67C and L-29 Levees within the flowway, and construction of a divide structure in the L-29 Canal will enable continuous sheetflow of water to be delivered from WCA 3A through WCA 3B to ENP. A gated control structure will also be added to the L-67A, outside the flowway, to improve the hydroperiod of the eastern unit of WCA 3B.

Increased outlet capability at the S-333 structure at the terminus of the L-67A canal, removal of approximately 5.5 miles of the L-67 Extension Levee, and removal of approximately 6 miles of Old Tamiami Trail between the ENP Tram Road and the L-67 Extension Levee will facilitate additional deliveries of water from WCA 3A directly to ENP. Detailed design and construction of these features will consider improving recreation access and minimize project footprints due to the nature of these environmentally sensitive areas. Establishment of expanded maintenance easements along the old Tamiami Trail for existing and new infrastructure, to facilitate road modifications, maintenance and water delivery are recommended.

The proposed CEPP features encompassed by the Blueline/Greenline lie within Miami-Dade County. The S-631, S-632, and S-633 gated culverts are located on the southern portion of the L-67A Canal, with S-333N south of the intersection of the L-67A and L-67C Canals. The proposed Blue Shanty Levee is located between the L-67A and the L-29 Canals, eastward of the L-67 Extension. The S-355W spillway is located at the intersection of the Blue Shanty Levee and the L-29 Canal.

D.4.3.2 Features

The CEPP project has the following hydraulic features within the Blueline/Greenline boundaries which are shown on **Figure D-4**. Recommended Plan Southern Distribution and Conveyance Features and Location. More Details regarding these features can be found in **Appendix A-Engineering Appendix**. **Table D-3** shows details on the lands required for the Recommended Plan Features Blue and Green Lines. It does not include lands that will be required and recertified for the flowage of additional water in WCAs 3A/3B.



#	STRUCTURE	STRUCTURE/FEATURE TYPE	CFS	TECHNICAL NOTES
1	S-631	Gated Culvert	500	Delivers water from WCA 3A to 3B, east of L-67D Levee
2	S-632	Gated Culvert	500	Delivers water from WCA 3A to 3B, west of L-67D Levee
3	S-633	Gated Culvert	500	Delivers water from WCA 3A to 3B, west of L-67D Levee
4	S-333 (N)	Gated Spillway w/new canal	1150	Delivers water from L-67A Canal to L-29 Canal; supplements existing S-333 gated spillway
5		L-67C Levee Removal Gap		Gap, ~ 6000 feet (corresponding to S-631)
6	L-67D	Blue Shanty Levee		Levee, ~ 8.5 miles, connecting from L-67A to L-29 (6 feet high, 14-foot crest width, 3:1 side slopes)
7		L-67C Levee Removal		Complete removal of ~ 8 miles from New Blue Shanty Levee (L-67D)south to intersection of L-67A/L-67C; L-67C canal is not backfilled
8	S-355W	Gated Spillway	1230	Maintains water deliveries to eastern L-29 Canal
9		Levee Removal (L-29)		Removal of ~ 4.3 miles between L-67A and Blue Shanty Levee intersection with L-29 Levee
10		Removal of remnants of Old Tamiami Trail roadway		Removal of ~ 6 miles of roadway west of L-67 Extension
11		L-67 Extension Levee Removal and Canal Backfill)		Complete removal of ~ 5.5 miles of remaining L-67 Extension, including S-346 culvert

Figure D-4. Recommended Plan Southern Distribution and Conveyance Features and Location.

Table D-3: Blue and Green Lines Lands

BLUE AND GREEN LINES – DISTRIBUTION, CONVEYANCE & SEEPAGE MANAGEMENT							
#	**Structure/ Feature No**	**Structure/ Feature Type**	**Approximate Acres Required for Features**	**Estate Owned by SFWMD**	**Estate Required for CEPP**	**Federal Cost Share**	**Non-Federal Cost Share**
1	S-631	Gated Culvert In L-67A Levee	2	Fee	Fee	$0	$0
2	S-632	Gated Culvert In L-67A Levee	2	Perpetual Levee & Flowage Easement	Perpetual Levee & Flowage Easement	$0	$0
3	S-633	Gated Culvert In L-67A Levee	2	Perpetual Levee & Flowage Easement	Perpetual Levee & Flowage Easement	$0	$0
4	S-333 (N)	Gated Spillway w/new canal Just north of existing S-333	4	Perpetual Levee & Flowage Easement	Perpetual Levee & Flowage Easement	$0	$0
5		L-67C Levee Removal Gap	15	Perpetual Levee & Flowage Easement	Perpetual Levee & Flowage Easement	$0	$0
6	L-67D	New Levee In WCA 3B	5	Perpetual Levee & Flowage Easement	Perpetual Levee & Flowage Easement	$0	$0
7		L-67C Levee Removal	155	Perpetual Levee & Flowage Easement	Perpetual Levee & Flowage Easement	$0	$0
8	S-355W	Gated Spillway In L29 Canal, east of L-67D Levee terminus and 2.6 mile bridge	5	Perpetual Levee & Flowage Easement	Perpetual Levee & Flowage Easement	$0	$0
9		L-29 Levee Removal	75	Perpetual Levee and Flowage Easement	Perpetual Levee and Flowage Easement	$0	$0
10		Old Tamiami Trail Road Removal (from L-67 Ext west to ENP Tram Rd)	36	Permit	Permit	$0	$0
11		L-67 Ext levee Removal and Canal Backfill including removal of S-346 culvert	110	Perpetual Levee & Flowage Easement	Perpetual Levee & Flowage Easement	$0	$0
		Airboat Association	5	None	Perpetual and Occasional Flowage Easements	$0	$500,000
	TOTAL		**416**			**$0**	**$500,000**
Note: Total does not include lands that will be recertified for the flowage of additional water in WCAs 3A/3B.							

D.4.3.3 Real Estate Required

Except for the Old Tamiami Trail, the structures listed above will be constructed on lands within the right-of-way of existing canals or levees or within lands in WCA 3A/3B which were previously acquired and provided as an item of local cooperation for the original C&SF Project. SFWMD owns sufficient interests (fee or a perpetual easement) in these lands for the construction of these project features. Where SFWMD owns a perpetual easement, either the State of Florida or private parties own the underlying fee title. SFWMD will not receive credit for the provision of these lands unless a greater interest is required. The Old Tamiami Trail right-of-way is owned by the United States of America, National Park Service (NPS). The NPS will provide a permit authorizing use of these lands for removal of the Old Tamiami Trail.

Certain real estate interests were authorized and will be acquired on the Airboat Association of Florida property under the Modified Water Deliveries to Everglades National Park project including the right to permanently flow water up to elevation 8.5 NGVD and to occasionally flow water up to elevation 9.5 NGVD. Under CEPP, there may be a requirement to revisit this property. A takings analysis will be required to determine additional impacts to the property from CEPP. For planning purposes, the estimated amount of $500,000 has been added for the potential acquisition of additional easement rights.

More details on land costs and crediting are provided in paragraphs D.5 and D.26 below.

D.4.4 Features-Yellowline- Seepage Management

Lower East Coast Protective Levee (Yellowline): Includes features primarily for seepage management, which are required to mitigate for increased seepage resulting from the additional flows into WCA 3B and ENP.

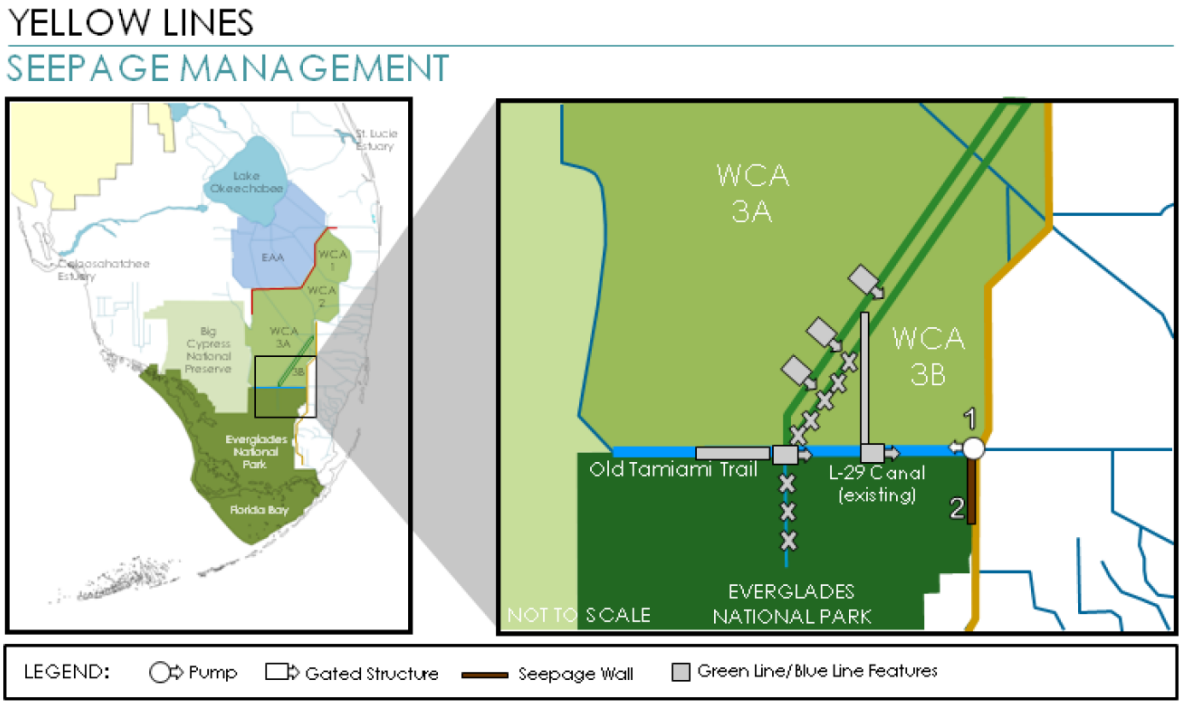
A newly constructed pump station with a combined capacity of 1,000 cfs will replace the existing temporary S-356 pump station, and a 4.2 mile seepage barrier cutoff wall will be built along the L-31N Levee south of Tamiami Trail.

There is an existing 2-mile seepage barrier cutoff wall in the same vicinity that was constructed by a permittee as mitigation. There is a possibility that the same permittee may construct an additional 5 miles of seepage wall south of the 2-mile seepage barrier cutoff wall, if permitted. Since the capability and effectiveness of the existing seepage barrier cutoff wall to mitigate seepage losses from ENP remains under investigation, the CEPP Recommended Plan conservatively includes an approximately 4.2 mile long, 35 feet deep tapering seepage barrier cutoff wall in the event construction is necessary.

The proposed CEPP features encompassed by the yellowline lie within Miami-Dade County. The S-356 is located on the L-29 Levee. The Seepage Barrier Cutoff Wall is located in the L-31N right-of-way.

D.4.4.1 Features

The CEPP within the yellowline boundaries project has the hydraulic features which are shown on **Figure D-5** Recommended Plan Seepage Management Features and Location**.** More details regarding these features can be found in **Appendix A-Engineering Appendix**. **Table D-4** shows details on the lands required for the Recommended Plan Features Yellow Line.



#	STRUCTURE	STRUCTURE/FEATURE TYPE	CFS	TECHNICAL NOTES
1	S-356	Pump Station	1000	Provides seepage management for WCA 3B and NESRS stages
2		Seepage Barrier Cutoff Wall		Soil cement bentonite (SCB) wall (~4.2 miles, 3 feet wide, 35 feet deep)

Figure D-5. Recommended Plan Seepage Management Features and Location.

Table D-4: Yellow Line Lands

YELLOW LINE – DISTRIBUTION, CONVEYANCE & SEEPAGE MANAGEMENT							
#	**Structure/ Feature No**	**Structure/ Feature Type**	**Approximate Acres Required for Features**	**Estate Owned by SFWMD**	**Estate Required for CEPP**	**Federal Cost Share**	**Non-Federal Cost Share**
1	New S-356	Pump Station	5	Fee	Fee	$0	$0
2		Seepage Barrier Cutoff Wall	325	Fee	Fee	$0	$0
	TOTAL		**330**			**$0**	**$0**

D.4.4.2 Real Estate Required

The S-356 structure listed above will be constructed on lands within the right-of-way of existing L-29 Levee which was previously acquired and provided as an item of local cooperation for the original C&SF Project. The Seepage Barrier Cutoff Wall will be constructed within the right-of-way of the L-

31N Levee which was previously acquired and provided as an item of local cooperation for the original C&SF Project. SFWMD owns sufficient interests (fee or a perpetual easement) in these lands for the construction of these project features. SFWMD will not receive credit for the provision of these lands unless a greater interest is required and then only for the difference in value between the interest provided for the C&SF project and that required for CEPP.

More details on land costs and crediting are provided in paragraphs D.5 and D.26 below.

D.5 ANALYSIS OF ESTATE REQUIRED FOR THE PROJECT AND NON-FEDERAL OWNED LANDS ACQUIRED FOR THE CENTRAL AND SOUTHERN FLORIDA PROJECT

The Programmatic Regulations for the CERP, 33 Code of Federal Regulations (CFR) 385, Part 385.5, require the development of Six Program-Wide Guidance Memorandum. After completion of the Takings Analysis to determine the lands impacted by project operations, the July 2007 draft of the Six Program-Wide Guidance Memoranda in Section 1.10.3 provides that an analysis to determine the estates required for implementation of a project should be determined using the following guidelines.

D.5.1 Estates Required for Comprehensive Everglades Restoration Plan Projects

For all lands determined to be required for the CERP projects, the interests required for implementation generally will be fee simple, based on assumptions that all or a significant portion of the rights in the land will be required for project purposes. Although fee acquisition should be the standard estate for CERP projects, lesser estates such as flowage or conservation easements should be considered, as appropriate, if the benefits of the project can still be achieved with the lesser estate. The PIR should provide the rationale for such lesser estates. To verify the appropriateness of fee simple acquisition or less than fee acquisition, the PIR must include the following analysis and the conclusions must be reflected in the appropriate report sections. The level of detail required for the analysis will vary depending on the project feature involved. Determine the rights that are required to construct and perform operation, maintenance, repair, rehabilitation, and replacement for the CEPP project:

- Identify the affirmative rights on the land that are required to implement the project.
- In addition to affirmative rights that may be required, identify restrictions on use (restrictive covenants) by the fee owner that are required so as not to interfere with project purposes and outputs.
- Identify the length of time that the affirmative rights or restrictive covenants are needed for the project.
- Determine whether constructed project features may need to be modified over time due to uncertainties in science, formulation, or design (adaptive management).
- Determine whether project land, or portions thereof, will be open for public use (either active or passive uses).

Other factors to be considered:

- Compare the cost/value of specific types of easements to fee value.
- Assess potential for severance damages from fee acquisition.
- Determine whether public owners have legal capability to convey fee.
- Assess stewardship operation, maintenance, repair, rehabilitation, and replacement considerations regarding the risk and consequences of encroachment on project land by adjacent

owners; the risk and consequences of violation of easement terms by fee owners; and monitoring and enforcement capabilities of sponsor.
• Assess negative perception by public of private benefits or gain due to landowner reservations where easements are selected.
• Assess whether State Marketable Title Act requires re-recording of easement instruments-the Marketable Record Title Act has been amended to exempt State Agencies from the requirements of the act.

The majority of land required for CEPP was previously acquired in conjunction with the C&SF Project.

D.5.2 A-2 FEB Compartment A-Talisman Exchange

D.5.2.1 A-2 FEB

The SFWMD owns fee to approximately 13,849.44 acres within Compartment A required for the A-2 FEB. The A-2 FEB will be operated essentially as a reservoir; therefore, all the lands within the footprint will be required in fee. The project footprint of the A-2 FEB and structures requires approximately 13,849.34 acres of Compartment A, of which 13,839.44 acres were acquired in the Talisman Exchange. The remaining approximately 9.90 acres in Compartment A was acquired by SFWMD using State funds.

D.5.2.2 A-2 FEB Outflow Canal

The SFWMD also owns fee to Section 35, Township 46 South, Range 35 East, where a portion of the proposed FEB Outflow Canal from the Miami Canal to the Reservoir will be constructed, consisting of approximately 34.23 acres. These lands were acquired for CERP, as part of the Talisman Exchange, where a portion of the proposed FEB Outflow Canal will be constructed.

The State of Florida owns fee to that portion of Section 36, Township 46 South, Range 35 East where the remaining portion of the proposed FEB Outflow Canal from the Miami Canal to the A-2 FEB will be constructed, consisting of approximately 57.02 acres. Florida Law prohibits the State from conveying fee title These lands will be acquired by SFWMD from the State, either through direct acquisition of a permanent canal easement from the State or the State will provide a permanent canal easement or fee by Supplemental Agreement with the SFWMD, prior to construction of the FEB Outflow Canal. As set forth in Article IV.D.1. of the Master Agreement for the Central Everglades Restoration Project, if the lands are acquired by SFWMD prior to execution of the Partnership Agreement (PPA), SWFMD will receive credit for the fair market value as of the date the SFWMD provides the Government with authorization for entry thereto for construction and if the lands are acquired after execution of the Project Partnership Agreement (PPA); SFWMD will receive the fair market value of such real property interests at the time the interests are acquired.

D.5.3 Analysis of Estates owned by the SFWMD in WCA 3A/3B, Levees, and Canals previously acquired and provided for the C&SF Project

The SFWMD also owns fee or a perpetual canal easement interest to the portion of the Miami Canal required for the Project. Each of the easement interests owned by the SFWMD and provided for the

original C&SF Project have been determined in a legal analysis to be sufficient for project purposes. The legal analysis concluded that the easement interests owned by SFWMD in the WCA 3A/3B would allow construction of project features listed in Tables D-1 through D-4 above required for CEPP as well as the increases in inundation within the WCA 3A/3B required for CEPP. WCA 3A/3B, which are part of the C&SF project, are comprised of approximately 578,597 acres. SFWMD has various estates and interests in these lands. SFWMD owns fee to approximately 134,280.95 acres, a perpetual flowage easement over approximately 444,316.05 acres and canal right-of-way deeds for over approximately 11,598.84 acres for the following levees and their adjacent borrow canals: L-30, L-33, L-36, L-38E, L-38W, L-4, L-5, L-6, L-28, and L-29, which are also part of the original C&SF project. SFWMD owns fee title to approximately 325 acres within the L-31N right-of-way which will be required for construction of the Seepage Barrier Cutoff Wall. The interest and estates are discussed in this paragraph in more detail below. SFWMD will not receive credit for the provision of these lands for the CEPP Project as these lands have been previously acquired for the C&SF project. More details on land costs and crediting are provided in paragraph D.26 below.

It is recommended that the estates previously acquired by SFWMD and provided for the original C&SF Project be approved for the CEPP Project.

SFWMD owns a variety of different interest in WCA 3A/3B which were previously acquired and provided as an item of local cooperation for the original C&SF Project. SFWMD owns sufficient interests in these lands for the construction of these project features. As set forth below, SFWMD owns fee or a perpetual easement. Where SFWMD owns a perpetual easement, either the State of Florida or private parties own the underlying fee title. SFWMD will not receive credit for the provision of these lands unless a greater interest is required.

SFWMD owns fee to approximately 134,280.95 acres in WCA 3A/3B.

The SFWMD was conveyed Canal and Levee right-of-way easements from the State of Florida over approximately 11,598.84 acres. They provide the following: ”NOW, THEREFORE, to facilitate Central and Southern Florida Flood Control District in carrying out the purposes for which said district was created, the State of Florida, in the public interest and for the public convenience and welfare, and for the public benefit, have granted and conveyed unto Central and Southern Florida Flood Control District a perpetual easement for the right-of-way for the works of the district, the construction, operation and maintenance of same, over and across the lands hereinafter described, and grants the further right to said District to convey to the United States of America in connection with the District’s purposes, the rights herein granted to said district by said Trustees.” This estate held by SFWMD has been determined in a legal analysis to be sufficient for the CEPP Project purposes.

SFWMD also acquired perpetual easements from private parties over approximately 70,612.53 acres. These easements conveyed to the predecessor of the SFWMD contain the following language: “…the right, privilege, use and easement in and to the lands hereinafter described for any and all purposes necessary to the construction, maintenance and operation of any project in the interest of flood control, reclamation, conservation and allied purposes now or that may hereafter be conducted by the grantee herein, its successors or assigns, including the right to permanently or intermittently flood all or any part of the area covered hereby as a result of the said construction, maintenance, or operation, in carrying out the purposes and intents of the statutes of the State of Florida relating to the Central and Southern Florida Flood Control District presently existing or that may be enacted in the future pertaining hereto.” While private owners could convey and SFWMD

could acquire fee, the current easement estates acquired and owned by SFWMD and provided for the prior Central and Southern Florida Flood Control Project are sufficient to allow construction, operation and maintenance of the CEPP and Central and Southern Florida Flood Control Project.

The rights held by the SFWMD in these lands were determined to be legally sufficient to construct any necessary CEPP project features as well as to increase inundation. Acquisition of fee was deemed unnecessary since the existing easement estates have allowed the SFWMD and Corps to construct, operate and maintain existing and new structures and the C&SF Project since the 1950s. This estate held by SFWMD has been determined in a legal analysis to be sufficient for the CEPP Project purposes.

The State of Florida, through the Trustees of the Internal Improvement Trust Fund conveyed perpetual easements over approximately 300,343.52 acres within the WCA 3A/3B. While the State of Florida still retains the fee title to these lands, the estate conveyed to SFWMD predecessor is as follows: "…the right, privilege, use and easement in and to the lands hereinafter described for any and all purposes necessary to the construction, maintenance and operation of any project in the interest of flood control, reclamation, conservation and allied purposes now or that may hereafter be conducted by the grantee herein, its successors or assigns, including the right to permanently or intermittently flood all or any part of the area covered hereby as a result of the said construction, maintenance, or operation, in carrying out the purposes and intents of the statutes of the State of Florida relating to the Central and Southern Florida Flood Control District presently existing or that may be enacted in the future pertaining hereto." This estate held by SFWMD has been determined in a legal analysis to be sufficient for the CEPP Project purposes.

The SFWMD was also conveyed surface rights over approximately 73,360 acres in WCA 3A/3B by the State Board of Education of the State of Florida. The rights conveyed to SFWMD predecessor was "…for the purposes for which the District was created, the surface rights to the lands hereinafter described, including the right to permanently or intermittently flood all or any part of said land within established water conservation areas, and to construct, operate and maintain works of flood control thereon;". The State Board of Education of the State of Florida later conveyed the fee title to all these lands to the State of Florida Trustees of the Internal Improvement Trust Fund. These estates and interest owned by the SFWMD are sufficient for CEPP Project purposes. This estate held by SFWMD has been determined in a legal analysis to be sufficient for the CEPP Project purposes.

For the approximately 325 acres required along the L-31N right-of-way, SFWMD owns fee title.

D.6 HUNT CAMP LEASES

Throughout WCA 3A/3B are hunt camps. The hunt camps are on lands owned in fee by the SFWMD, on lands owned in fee by the State and on lands owned in fee by private parties over which the SFWMD has perpetual easements.

In WCA 3A/3B, the SFWMD has approximately 18 hunt camp leases allowing construction or maintenance of existing facilities. Each of these leases contain the following provision: "WATER LEVELS: The LESSEE hereby waives any and all claims on the part of the LESSEE and agrees to indemnify and hold harmless LESSOR, the United States of America and the State of Florida from any and all claims, damages or losses or demands of any kind or nature, which may arise or be incident to regulation of water levels associated with the leased premises by the LESSOR and/or the U.S.

Army Corps of Engineers. LESSOR will neither guarantee groundwater levels nor guarantee any level of flood protection." Most of these leases expire in 2020.

The State of Florida through the Board of Trustees has executed approximately 52 hunt camp leases in WCA 3A/3B. Each of these leases contain the following provision: "WATER LEVELS: The LESSEE hereby waives any and all claims on the part of the LESSEE and agrees to indemnify and hold harmless LESSOR, the United States of America and the State of Florida from any and all claims, damages or losses or demands of any kind or nature, which may arise or be incident to regulation of water levels associated with the leased premises by the LESSOR, the South Florida Water Management District, and/or the U.S. Army Corps of Engineers. LESSOR will neither guarantee groundwater levels nor guarantee any level of flood protection." Most of these leases expire in 2020.

There are 16 hunt camps within the WCA 3A/3B located on lands over which SFWMD has perpetual flowage easements that are private and with no record of any lease or permit from either the State of Florida or the SFWMD. The perpetual flowage easements owned by the SFWMD provide the rights to permanently overflow these lands and does not provide any restriction as to the depth. These easements conveyed to the predecessor of the SFWMD contain the following language: "…the right, privilege, use and easement in and to the lands hereinafter described for any and all purposes necessary to the construction, maintenance and operation of any project in the interest of flood control, reclamation, conservation and allied purposes now or that may hereafter be conducted by the grantee herein, its successors or assigns, including the right to permanently or intermittently flood all or any part of the area covered hereby as a result of the said construction, maintenance, or operation, in carrying out the purposes and intents of the statutes of the State of Florida relating to the Central and Southern Florida Flood Control District presently existing or that may be enacted in the future pertaining hereto."

Because SFWMD owns either fee or perpetual flowage easements over the lands where these hunt camps are located and because the leases from the State and SFWMD contain the provisions related to the regulation of water levels, no acquisition or relocation of these hunt camps are required.

Additionally, there are hunt camps on lands within WCA 3 that are leased to the Miccosukee Tribe of Indians of Florida. The Governor and Cabinet as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida; the South Florida Water Management District granted to the Miccosukee Tribe of Indians of Florida a perpetual lease covering approximately 189,000 acres in WCA 3A. Among the rights granted to the Miccosukee Tribe of Indians of Florida pursuant to the lease are the following: "(a) Subject to the provisions of paragraph 2. of this Lease Agreement and the approval of appropriate legislation to such effect by the Florida Legislature as required in the Settlement Agreement described in paragraph 8 below, the members of the Miccosukee Tribe of Indians of Florida shall have the right during the term of this Lease Agreement to hunt and fish for subsistence purposes and to take frogs for consumption as food and for commercial purposes without restriction as to season in the Leased Area and the Miccosukee Reservation and shall not be required to purchase any license or permit from the Commission in order to exercise such rights; (b) The Miccosukee Tribe of Indians of Florida and its members shall have the right to engage in traditional subsistence-agricultural activities in the Leased Area. It is understood that revenue producing agricultural activities on the Leased Area at this time are inconsistent with the proper use of the area as a water flowage and storage area by the SFWMD. However, should conditions change, the Tribe may seek permission from the SFWMD to engage in revenue-producing

agricultural activities if such activities will not interfere with the rights and uses of the SFWMD. Approval by the SFWMD shall be pursuant to the permit procedures applicable to any private citizen: (c) The Miccosukee Tribe of Indians of Florida, and members of the Miccosukee Tribe of Indians of Florida under regulations the Tribe may adopt, shall have the right: (1) to reside in the Leased Area, including the construction of traditional homes, subject to the provisions of paragraph 6; (2) to use the Leased Area for tribal religious purposes; and (3) to take and use native materials from the Leased Area for tribal purposes, fabrication into artifacts, utensils, handicrafts and/or souvenirs for sale, subject to the provisions of subparagraph 3e below."

The lease is subject to the following provision: "6. Rights of South Florida Water Management District. The Leased Area has for many years comprised a portion of a large reservoir utilized for the flowage and storage of water servicing the area of Broward, Dade, Monroe and Collier Counties and designated as Water Conservation Area 3 as part of the federally authorized project of flood control and water management for central and southern Florida. The Commission and the Miccosukee Tribe of Indians of Florida agree that all of the rights set forth in paragraphs 1 through 5 and 7 are subject to and shall not interfere with the rights, duties and obligations of the SFWMD or the United States Army Corps of Engineers, pursuant to the requirements of the aforesaid federally authorized project, conveyances, easements, grants, rules, statutes, or any other present or future lawful authority to manage, regulate, raise, or lower the water levels within the Leased Area or Water Conservation Area 3, including, but not limited to the Dedication from the Board of Commissioners of State Institutions of the State of Florida dated August 8, 1950."

Because this lease from the State and SFWMD contains the above provision related to the regulation of water levels, no acquisition or relocation of these hunt camps located on the Miccosukee Tribe of Indians of Florida leased lands are required.

D.7 AGRICULTURAL LEASES AND RESERVATIONS

D.7.1 SFWMD LEASE AND RESERVATIONS

When the Talisman Exchange deeds were executed in March 1999, they contained certain reservations in favor of the Grantors. The following is a synopsis of the reservations in the deeds:

Each reservation provides that the reservation continues through March 31, 2005 and thereafter annually until the Property is needed for a Project as determined by the District and the Army Corps. The reservations, if not otherwise terminated earlier, expire on March 31, 2014. Provided however, that if the lands are determined by the District and Army Corps to be not needed for a Project, such surplus property (and all other property subject to the reservation) shall continue to be made available for farming by the reservation holder through the earlier of March 31, 2019 or the date an exchange of such lands is consummated between the District and the reservation holder. After March 31, 2019, the reservation holder has a right of first refusal to any lease of such lands for agricultural use. The farmers have the right to continue farming any field covered by the reservation annually unless and until the Property is needed for a Project as determined by the District and the Corps. Grantor has the right to continue farming any field unless and until: farming or access for farming purposes becomes incompatible with, as reasonably determined by the District and the Corps, the initiation of actual construction or the Implementation of a District/Corps Project("Project") and the required notices are given. The term "Project" is defined to include (1)

the Everglades Construction Project pursuant to section 373.4592, (2) a water storage, water quality, or other facility pursuant to the Restudy and further acts of Congress authorizing Implementation, (3) an Everglades restoration project unrelated to the Corps Restudy approved by the District and the United States Department of the Interior. "Implementation" is defined as the actual operation of a Project or the need for possession of a field to condition or prepare the Property or the actual operation of a Project.

Talisman Sugar Company assigned its reserved rights to New Hope Sugar Company. Okeelanta Corporation and New Hope Sugar have both executed leases with SFWMD with similar termination dates and provisions.

Of the approximately 13,849.34 acres owned by SFWMD and required for the A-2 FEB, approximately 8,759.23 acres are being farmed by New Hope Sugar Company and approximately 5,000.17 acres are being farmed by Okeelanta Corporation. The approximately 34.23 acres owned by SFWMD required for the FEB Outflow Canal are currently being farmed by the Okeelanta Corporation.

D.7.2 STATE OF FLORIDA LEASE

The proposed FEB Outflow Canal requires approximately 57.02 acres of lands owned by the State of Florida in Section 36, Township 46 South, Range 35 East. The State will provide a perpetual channel easement to SFWMD or will provide fee to the SFWMD through a Supplemental Agreement as set forth in the CERP Master Agreement. The lands will be required in the seventh year after congressional authorization of CEPP and execution of the PPA. The estimated year in which the lands would have to be provided is 2030, which would be the fourteenth year of a new lease. The State of Florida through the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has leased Sections 24 and 36, Township 46 South, Range 35 East to New Hope South, Inc. The date of the lease is October 20, 1995 with the term ending on January 31, 2016. The State has already agreed to lease this land for another 20 year period when the existing lease expires. The current lease contains a termination provision, which provides:

> Notwithstanding the term specified in the preceding sentence, after the ninth Lease Year (as hereinafter defined) LESSOR may terminate this lease provided that: (1) LESSOR determines that LESSEE has ceased to be impacted as provided in Section 373.4592, Florida Statutes (1994 Supp.); and (2) LESSOR then gives LESSEE two years written notice of its intention to terminate this lease. For purposes of this lease the term "Lease Year" shall mean a period of twelve (12) consecutive months beginning on the date of this lease. If this lease is terminated by LESSOR based on a finding that LESSEE has ceased to be impacted, LESSEE shall be entitled to be compensated for any documented, unamortized planting costs and any unamortized capital costs associated with the lease and incurred prior to notice. No other right of compensation shall exist after expiration or termination of the lease, except that, if after any other termination of this lease, ratoon, stubble or residual crop remaining on the leased premises is harvested or otherwise utilized by LESSOR or any third party, LESSEE shall be entitled to be compensated for any documented, unamortized planting costs and any unamortized capital costs associated with the lease and incurred prior to notice. If LESSOR and LESSEE cannot mutually agree as to the unamortized planting and capital costs, such costs shall be determined by an independent certified public accountant selected by the Florida Institute of Certified Public Accountants. The cost of such

> certified public accountant shall be paid equally by LESSEE and LESSOR. In no event will occupation by Lessee extend beyond January 31, 2016.

It is unknown whether this termination provision and the cost associated with the termination will be in the new lease. An incremental real estate cost has been calculated to provide for costs associated with the potential for termination of the lease for the approximately 57.02 acres required for the FEB Outflow Canal.

When this Lease was originally negotiated, SFWMD was contemplating construction of Stormwater Treatment Area 3/4 (STA 3/4) and the lease made provision for the removal of the lands in Section 36 required for the STA 3/4 Canal to the Miami Canal. The provision in the current lease provides:

> 54. SPECIAL PROVISIONS REGARDING PARCEL B: Parcel B is designated to be included in works for a stormwater treatment area (STA) of the Everglades Construction Project as provided in Section 373.4592, F.S. LESSEE may lease Parcel B during the term of this lease until such time as SFWMD requires possession of said parcel for STA construction purposes. The lease shall terminate as to Parcel B upon 2.5 years' written notice to LESSEE by LESSOR that the parcel must be surrendered for STA construction. In such case, the rental amount shall be adjusted on a pro rata basis in accordance with the last mandatory appraisal. LESSEE shall be credited for any advance payment made as to Parcel B. With regard to Parcel B, SFWMD or their authorized agents, representatives, or employees shall have the right, after reasonable notice to LESSEE, of access and investigation purposes associated with STA design.

The SFWMD will request the same provision in the new lease for the lands required for the FEB Outflow Canal; however, it is uncertain whether the provision will be included.

D.8 EXISTING FEDERAL PROJECTS

The Miami Canal (L-25, L-24 and L-23) is part of the original Central and Southern Florida (C&SF) Project. The right-of-way for the Miami Canal varies in width from 250 to 500 feet in the Project Area; all improvements within or filling of the Miami Canal will be conducted within the existing right-of-way owned in fee or perpetual easement by SFWMD. Water Conservation Areas 3A/3B and the L-67 Levees are part of the C&SF project. The adjacent levees and their borrow canals which include the L-30, L-33, L-36, L-38E, and L-38W to the east; L-4, L-5, and L-6 on the north; L-28 on the west; and L-29 and L-31N on the south are also part of the original C&SF project. The interest and estates held by SFWMD are sufficient for the CEPP Project purposes as set forth in paragraph D-11 below. Because these lands were acquired and provided for the prior Federal project (C&SF), SFWMD will not receive credit for these lands for the CEPP Project in accordance with the CERP Master Agreement Article IV. A. which states: "… However, no amount shall be included in project construction costs, no credit shall be afforded, and no reimbursement shall be provided for the value of any lands, easements, rights-of-way, or relocations that have been provided previously as an item of cooperation for another Federal project." More details on land costs and crediting are provided in paragraph D.26 below.

D.9 FEDERALLY OWNED LANDS

There are Federally-owned lands in the project area located underlying the Old Tamiami Trail, which are owned by the United States of America, National Park Service (NPS). The Old Tamiami Trail will be removed. NPS will provide a permit authorizing use of these lands for removal of the Old Tamiami Trail and removal of S-346 metal culvert.

D.10 PROPOSED STANDARD ESTATES

D.10.1 Fee

The fee simple title to (the land described in Schedule A), subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

While is anticipated that only fee title will be required for the A-2 FEB; and fee or perpetual channel easement for the A-2 FEB Canal, the following standard estates may be identified as required during the PED Phase of the Project.

D.10.2 Temporary Access Road Easement

A temporary and assignable easement and right-of-way in, on, over, and across (the land described in Schedule A) for a period not to exceed (PERIOD TO BE DETERMINED) for the location, construction, operation, maintenance, alteration, replacement and use of (an) access road(s) and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; (reserving however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land at the locations indicated in Schedule B); subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

D.10.3 Channel Improvement Easement

A perpetual and assignable right and easement to construct, operate, and maintain channel improvement works on, over and across (the land described in Schedule A) for the purposes as authorized by the Act of Congress approved (FUTURE WRDA TO BE ENTERED), including the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom; to excavate: dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material; and for such other purposes as may be required in connection with said work of improvement; reserving, however, to the owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements far public roads and highways, public utilities, railroads and pipelines.

D.10.4 Temporary Work Area Easement

A temporary easement and right-of-way in, on, over and across (the land described in Schedule A), for a period not to exceed (PERIOD TO BE DETERMINED), beginning with date possession of the land

is granted to the South Florida Water Management District, for use by the South Florida Water Management District and the United States of America, their representatives, agents, and contractors as a (borrow area) (work area), including the right to (borrow and/or deposit fill, spoil and waste material thereon) (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Central Everglades Planning Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

D.10.5 Borrow Area Easement

A temporary easement and right-of-way in, on, over and across (the land described in Schedule A), for a period not to exceed (PERIOD TO BE DETERMINED), beginning with date possession of the land is granted to the South Florida Water Management District, for use by the South Florida Water Management District and the United States of America, their representatives, agents, and contractors as a (borrow area) (work area), including the right to (borrow and/or deposit fill, spoil and waste material thereon) (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Central Everglades Planning Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines

D.11 PROPOSED NON-STANDARD ESTATES-ALREADY OWNED BY SFWMD AND ACQUIRED FOR THE CENTRAL AND SOUTHERN FLORIDA PROJECT (C&SF) IN THE WATER CONSERVATION AREAS

D.11.1 Canal and Levee Easements from the State of Florida to SFWMD –owned by SFWMD and acquired and provided for C&SF Project

NOW, THEREFORE, to facilitate Central and Southern Florida Flood Control District in carrying out the purposes for which said district was created, the State of Florida, in the public interest and for the public convenience and welfare, and for the public benefit, have granted and conveyed unto Central and Southern Florida Flood Control District a perpetual easement for the right-of-way for the works of the district, the construction, operation and maintenance of same, over and across the lands hereinafter described, and grants the further right to said District to convey to the United States of America in connection with the District's purposes, the rights herein granted to said district by said Trustees.

D.11.2 Perpetual Easements from Private Parties to SFWMD –owned by SFWMD and acquired and provided for C&SF Project

The right, privilege, use and easement in and to the lands hereinafter described for any and all purposes necessary to the construction, maintenance and operation of any project in the interest of flood control, reclamation, conservation and allied purposes now or that may hereafter be conducted by the grantee herein, its successors or assigns, including the right to permanently or intermittently flood all or any part of the area covered hereby as a result of the said construction, maintenance, or operation, in carrying out the purposes and intents of the statutes of the State of Florida relating to the Central and Southern Florida Flood Control District presently existing or that may be enacted in the future pertaining hereto.

D.11.3 Perpetual Easements from the State of Florida to SFWMD –owned by SFWMD and acquired and provided for C&SF Project

The right, privilege, use and easement in and to the lands hereinafter described for any and all purposes necessary to the construction, maintenance and operation of any project in the interest of flood control, reclamation, conservation and allied purposes now or that may hereafter be conducted by the grantee herein, its successors or assigns, including the right to permanently or intermittently flood all or any part of the area covered hereby as a result of the said construction, maintenance, or operation, in carrying out the purposes and intents of the statutes of the State of Florida relating to the Central and Southern Florida Flood Control District presently existing or that may be enacted in the future pertaining hereto.

D.11.4 Surface Rights from State Board of Education of the State of Florida to SFWMD – owned by SFWMD and acquired and provided for C&SF Project

For the purposes for which the District was created, the surface rights to the lands hereinafter described, including the right to permanently or intermittently flood all or any part of said land within established water conservation areas, and to construct, operate and maintain works of flood control thereon.

D.11.5 Permitted Rights from Department of Interior, National Park Service – to be acquired by SFWMD for Old Tamiami Trail removal

The Department of Interior, National Park Service hereby grants to the South Florida Water Management District an irrevocable right to enter upon the lands hereinafter described at any time within a period of _____ (__) months from the date of this instrument, in order to remove the structures associated with the Old Tamiami Trail or any other type of improvements and to perform construction work of any nature. This permit includes the right of ingress and egress on other lands of the Department of Interior, National Park Service not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the South Florida Water Management District. All tools, equipment, improvements, and other property taken upon and placed upon the land by the South Florida Water Management District shall remain the property of the South Florida Water Management District and may be removed by the South Florida Water Management District at any time within a reasonable period after the expiration of this permit or right-of-entry.

D.12 UNIFORM RELOCATION ASSISTANCE ACT, PL 91-646

The appropriate relocation benefits were included as part of the Talisman Exchange/acquisition agreement for the land in A-2 FEB and therefore these costs were not costed separately. Under PL 91-646, as amended, there are no additional residential relocations and no business relocations associated with the implementation of this Project.

The USACE prepared a General Design Memorandum (GDM) and EIS for MWD to ENP. The overall purpose of the MWD to ENP project is to restore natural hydrologic conditions in ENP, which were altered by the construction of roads, levees and canals. MWD is one of many foundation projects for CERP. The GDM/EIS was completed in 1992 and concluded that the raising of the Osceola Indian Camp to the levels above expected flood levels was determined to be the responsibility of the Department of Interior (DOI) since the camp is within the boundaries of the Everglades National Park Expansion Area.

As a result of the 2009 Omnibus Appropriations Act passed by Congress on March 10, 2009 (Public Law 111–8) Congress directed the National Park Service (NPS) "to immediately evaluate the feasibility of additional bridge length, beyond that to be constructed pursuant to the Modified Water Deliveries (MWD) to Everglades National Park Project (16 U.S.C. SS 410r-S), including a continuous bridge, or additional bridges or some combination thereof, for the Tamiami Trail (U.S. Highway 41) to restore more natural water flow to ENP and Florida Bay and for the purpose of restoring habitat within the Park and the ecological connectivity between the Park and the Water Conservation Areas."

DOI produced the Tamiami Trail Modifications: Next Steps Final Environmental Impact Statement November 2010, with a Record of Decision signed February 11, 2011

DOI selected Alternative 6e as the recommended plan. Alternative 6e includes 5.5 miles of bridges and the remaining highway raised to an elevation of 13.13 feet. The bridge configurations include: (1) a 2.60 mile bridge located between the Osceola Camp and the Airboat Association, (2) a 0.4 mile bridge located between the Airboat Association and the Tiger Tail Camp, (3) a 1.8 mile bridge located between the Tiger Tail Camp and the existing one-mile bridge, and (4) a 0.7 mile bridge located between the existing 1-mile bridge and the S-334 structure. The bridges would create a conveyance opening through Tamiami Trail by removing the sections of the existing highway and embankment. The bridges would be constructed approximately 50 feet south of the existing roadway ROW to maintain motor vehicle traffic during bridge construction and avoid impacts to infrastructure north of the project area. The remaining highway embankment would be reconstructed to raise the crown elevation to 13.13 feet.

Alternative 6e of the Tamiami Trail Modifications: Next Steps would require the Osceola Camp ground to be elevated to 12.5, with non-residential finished floor to 12.83 and residential finished floor to 13.17 feet NGVD. DOI will be responsible as part of the implementation of the Tamiami Trail Modifications: Next Steps to raise the Osceola Camp to the levels above expected flood levels.

D.13 NAVIGATIONAL SERVITUDE AND OTHER LANDS

The navigation servitude is not applicable to the Project.

D.14 ACCESS TO PROJECT AREAS

Adequate access to most of the project is available as set forth below. The only area where additional access may be required is to the A-2 FEB. This would be provided across other SFWMD lands and a temporary access easement has been valued in Table D-5 below.

NORTH OF THE REDLINE–FLOW EQUALIZATION BASIN -Access to this area is from US 27 utilizing the A-1 FEB access road that connects the northeast corner of the A-1 FEB to the recreation area by culverts. There is an existing east-west road "Central Agricultural Road" that could provide direct access to the A-2 FEB footprint, but this is projected to be degraded for the A-1 FEB project. If new haul roads are needed, they will have to divert from the nearest public road and will be limerock displacing the underlying peat materials.

SOUTH OF THE REDLINE–DIVERSION & CONVEYANCE-Access to this project area is primarily from US 27 along the existing L-5 northern access road westward to existing S-8, L-4 and Miami Canal. Access to L-6 is from US 27 along the existing S-7 complex and L-6 areas. Due to the remote nature of the Miami Canal, site access limitations could be a significant consideration for the CEPP project construction.

BLUELINE/GREENLINE/YELLOWLINE–DISTRIBUTION, CONVEYANCE & SEEPAGE MANAGEMENT-Access to the project site will be from US 41 (Tamiami Trail) by S-333 along L-67A, L-67C, L-29 and L-31N levees. Northern access into WCA 3B is from S-9 Pump Station or by Holliday Camp along the L67-A canal.

D.15 BORROW AND DISPOSAL SITES

NORTH OF THE REDLINE–FLOW EQUALIZATION BASIN-Cut and fill quantities will be completed during PED phase to balance the design as much as possible. Peat material will be utilized in backfilling the Miami Canal. Unsuitable material will be hauled to a certified land fill. If enough material is not available on site from the canal construction of C-624, C-624E, C-625E, C-625W, and C-626 to provide suitable levee construction material for L-624 and L-625, material will be brought from an approved commercial source for construction of the remainder of the levees.

SOUTH OF THE REDLINE–DIVERSION & CONVEYANCE-Cut and fill quantities will be completed during PED phase to balance the design as much as possible. Material from the construction of canal, from Miami Canal to L-4 and the L-5 improvements, not suitable to fill in the Miami Canal will be hauled to a certified land fill. Material from the L-28 levee will be utilized to fill the L-28 canal.

BLUELINE/GREENLINE/YELLOWLINE–DISTRIBUTION, CONVEYANCE & SEEPAGE MANAGEMENT-L-67 extension (ext.) and Old Tamiami Trail removal will place the material in the adjacent canals. L-67C material may be used in the construction of L-67D or may be stockpiled adjacent to the L-67C canal. L-67D will be completed with material from onsite degrades within the vicinity of the project area first, then from L-31N Spoil Mound, L-29 removal or from an approved commercial source. All peat

material will be placed in either L-67 Ext. or Old Tamiami Trail canal. Unsuitable material will be hauled to a certified land fill.

It is the intent of the project to utilize all suitable materials for the project works, as described in Appendix A section A.5.1.4. The reference to offsite borrow as a source to obtain material is standard and not anticipated to be enacted. Therefore in line with the costing assumption of sufficient materials to construct features, there were no offsite borrow sources identified. They will not be identified in the PIR nor Appendix A. The disposal of unsuitable material offsite was desired as there are limited areas within the project footprint to store unsuitable material due to the footprint of the A-2 FEB of 13 features and recreation facilities. This was the agreed upon solution from ecological and construction communities.

D.16 TEMPORARY WORK AREAS

Lands within the Project footprint will be used for temporary work areas and for borrow material, as required. The estates, fee and perpetual easements, owned by SFWMD provide sufficient interest to allow for temporary work areas and borrow areas. Use of these land as temporary work areas and borrow areas are consistent with the rights owned by SFWMD.

D.17 INDUCED FLOODING

On December 11, 2000 the Water Resources Development Act of 2000 (WRDA 2000) was signed into law by the President of the United States (Public Law No. 106-541, of the 106th Congress). Section 601(h)(5) contains a Savings Clause that provides protection for existing legal sources of water that will be eliminated or transferred due to project implementation and no significant and adverse reduction in the level of service for flood protection that was in existence on the date of enactment and in accordance with applicable law.

The Programmatic Regulations for the Everglades (33 CFR §§ 385.5 and 385.35-37) require a programmatic guidance memorandum describing procedures for evaluating project effects on existing legal sources of water, and a determination of the pre-CERP baseline conditions, and procedures for evaluating project effects on “levels of service for flood protection … in accordance with applicable law” existing on date of enactment of WRDA 2000.

To ensure the levels of service of flood protection will not be diminished by this Project, preliminary hydrologic and hydraulic analysis was performed using surface water and groundwater modeling. The results of the preliminary analysis indicate that the Project is not expected to result in increases in stages in canal systems or increases in flooding of private lands adjacent to the Project site; however, additional analysis will be undertaken during detailed design work to further identify Project features and operations necessary to ensure that the level of service of flood protection in areas adjacent to the Project site is maintained.

The purpose of CEPP is to increase flows in WCA 3A/3B and while this will be accomplished, no additional interests in lands in WCA 3A/3B will be required to allow the increase in flows. The estates held by the SFWMD for the C&SF project are sufficient to allow for increased flows. See paragraph D.11 above. A takings analysis determined that no lands outside the project boundaries will be affected by the Project. It was legally determined that SFWMD owns sufficient interests in

the lands within the Water Conservation Areas that will have increased flows to allow the increase water elevations.

D.18 MINERAL AND TIMBER ACTIVITIES

There are no known present or anticipated mineral or subsurface mineral extraction activities within the land required for the CEPP Project that may affect construction, operation, or maintenance of the Project. There are currently no timber-harvesting activities. Since the basis for the construction of the Project is to restore the ecosystem within the CEPP Project Area, such activities will be restricted or prohibited. Under Florida Statutes 704.105, most of the rights of entry to conduct mining operations or remove any outstanding mineral interests have been extinguished. For those mineral interests that have not been extinguished by the Florida Statute set forth below, the REP will address the potential that no State or Federal regulatory permits would be issued to permit the mining. There are no outstanding rights reserved to remove timber from easement lands owned by SFWMD or the State.

D.19 NON-FEDERAL AUTHORITY TO PARTICIPATE IN THE PROJECT

The SFWMD was created by virtue of Florida Statutes, Chapter 373, Section 373.069 to further the State policy of flood damage prevention, preserve natural resources of the State including fish and wildlife and to assist in maintaining the navigability of rivers and harbors. (There are other enumerated purposes but they are not directly applicable to this Project.) The SFWMD is specifically empowered to

> *Cooperate with the United States in the manner provided by Congress for flood control, reclamation, conservation, and allied purposes in protecting the inhabitants, the land, and other property within the district from the effects of a surplus or a deficiency of water when the same may be beneficial to the public health, welfare, safety, and utility. (Section 373.103)*

To carry out the above purposes, the SFWMD is empowered to

> *...hold, control, and acquire by donation, lease, or purchase, or to condemn any land, public or private, needed for rights-of-way or other purposes, and may remove any building or other obstruction necessary for the construction, maintenance, and operation of the works; and to hold and have full control over the works and rights-of-way of the district.*

The term works of the district is defined by Section 373.019 to be

> *...those projects and works, including, but not limited to, structures, impoundments, wells, and other water courses, together with the appurtenant facilities and accompanying lands, which have been officially adopted by the governing board of the district as works of the district.*

Section 373.139 specifically empowers the SFWMD

> *...to acquire fee title to real property and easements therein by purchase, gift, devise, lease, eminent domain, or otherwise for flood control, water storage, water management, and*

preservation of wetlands, streams and lakes, except that eminent domain powers which may be used only for acquiring real property for flood control and water storage.

SFWMD has authority to act as the local sponsor for the CERP project pursuant to Florida Statutes Section 373.1501.

D.20 ZONING ORDINANCES

Preliminary investigation indicates that no enactments of zoning ordinances are proposed in lieu of, or to facilitate, acquisition in connection with the Project.

D.21 ACQUISITION SEQUENCING

Based upon the project implementation and sequencing information contained in Section 6.0 of the Project Implementation Report and after Congressional authorization of Project components, all construction activities will be on lands owned by the SFWMD and previously acquired for the C&SF project. A specific land acquisition schedule is premature. After Congressional authorization of the Project components, lands will be certified or recertified in the order of sequence below:

1. Portions of L-6 right-of-way; S-8 lands; and portions L-4 right-of-way.
2. Portions of L-5 right-of-way; and portions of Miami Canal right-of-way.
3. Portions of L-67C right-of-way; S-356 and adjacent lands; and S-333 and adjacent lands.
4. Portions of L-29 right-of-way; portions of L-67A and L-67C rights-of-way; and lands required for the Blue Shanty Levee.
5. Portions of the L-31N right-of-way.
6. The SFWMD will be required to provide the lands for the A-2 FEB and FEB Outflow Canal. The SFWMD already owns all of the lands required for construction of the A-2 FEB and FEB Outflow Canal, except for approximately 57.02 acres required for the FEB Outflow Canal, which is owned by the State of Florida; and the SFWMD will obtain and certify this remaining interest.
7. The lands underlying the Old Tamiami Trail, which are owned by the United States of America, National Park Service, will be required. These lands will be provided to SFWMD by Permit from the National Park Service.

D.22 FACILITY AND UTILITY RELOCATIONS

The utilities or facilities identified below are located within lands owned by the SFWMD or the U.S. Park Service. The SFWMD has issued permits that require removal or relocation at the cost of the permittee. The U.S. National Park Service has issued leases that require removal or relocation at the cost of the lessee. In the Real Estate MCACES Cost Estimate, Non-Federal and Federal administrative costs for termination of permits and termination of leases were estimated.

Preliminary Attorney's Opinions of Compensability have been completed and used for the purpose of completing this section. Final Attorney's Opinions of Compensability will be completed as required by Engineering Regulation 405-1-12, chapter 12, paragraph 12-22 prior to completion of the Project Partnership Agreement or 100 percent design of the project.

NORTH OF THE REDLINE–FLOW EQUALIZATION BASIN-Utility Relocations-Florida Power and Light lines will have to be relocated or abandoned from the center of the detention area. This property is owned in fee by the SFWMD and Florida Power and Light has a SFWMD permit for the powerline.

SOUTH OF THE REDLINE–DIVERSION & CONVEYANCE-There do not appear to be any utility relocations required in this area. Utility impacts, including potential relocations, will also need further assessment during the project design phase.

BLUELINE/GREENLINE/YELLOWLINE–DISTRIBUTION, CONVEYANCE & SEEPAGE MANAGEMENT-Utility Relocations-Florida Power and Light, and Quest Communications will have to be relocated where the L-29 is being removed. Both Florida Power and Light and Quest Communication have SFWMD permits. The removal of Old Tamiami Trail will require relocation of the Florida Power and Light line. Florida Power and Light has a easement from the U.S. National Park Service.

ANY CONCLUSION OR CATEGORIZATION CONTAINED IN THIS REPORT THAT AN ITEM IS A UTILITY OR FACILITY RELOCATION TO BE PERFORMED BY THE NON-FEDERAL SPONSOR AS PART OF ITS LERRD RESPONSIBILITIES IS PRELIMINARY ONLY. THE GOVERNMENT WILL MAKE A FINAL DETERMINATION OF THE RELOCATIONS NECESSARY FOR THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PROJECT AFTER FURTHER ANALYSIS AND COMPLETION AND APPROVAL OF FINAL ATTORNEY'S OPINIONS OF COMPENSABILITY FOR EACH OF THE IMPACTED UTILITIES AND FACILITIES."

D.23 HAZARDOUS TOXIC OR RADIOLOGICAL WASTE (HTRW)

The A-2 FEB is a 14,000 acre parcel of land. The land is presently dry and it is proposed to be inundated with water. SFWMD completed a draft Summary Environmental Report for the A-2 FEB, dated 21 August 2012. The Summary Environmental Report documents that all known point sources on the property have been addressed. The Florida Department of Environmental Protection (FDEP) has issued Site Rehabilitation Completion Orders (SRCO) for all known point sources within the project boundary. A copy of this report is included in **Annex F**.

To address the lack of sampling results for the cultivated areas of the A-2 parcel, the SFWMD conducted limited soil sampling in the winter/spring of 2013. With agreement of the USFWS, the sampling density was set at 10 percent of the 50 acre grids rather than the typical 30 to 50 percent typically specified per the *Protocol for Assessment, Remediation, and Post-Remediation Monitoring for Environmental Contamination on Everglades Restoration Projects* (the ERP Protocol), dated March 13, 2008 (A copy of this protocol is in **Annex F**). SFWMD analyzed 30 composite samples from the 14,000 acre site for pesticides, herbicides, total organic carbon and metals following a stratified random approach. The laboratory results indicate that some of the site soils have residual arsenic, barium, cadmium, chromium, copper, mercury, selenium, 2-4-D, atrazine, metribuzin, phorate, and dieldrin. The USFWS and FDEP have preliminarily determined that the residual agricultural chemicals found on the A-2 FEB lands do not present a risk to protected resources. Based on the results of the 2013 soil testing, the USFWS and FDEP are recommending that during the initial operations of the FEB, the SFWMD perform testing of water for several contaminants (2,4, D, atrazine, metribuzin, phorate, dieldrin, chromium, mercury, selenium, copper) as well as testing of periphyton and apple snails for copper. The FDEP also recommended the development of a soil management plan to address the fate of arsenic impacted soils during construction as well as the same start-up operations sampling program as provided by the USFWS. The FDEP and the USFWS

both recommended that agrochemical best management practices be instituted during the continued cultivation of the lands.

The A-2 FEB lands will remain in agricultural production for several years until the A-2 project feature is set for construction at which time the agricultural leases will be terminated. Once farming has ceased on the project lands, an Exit Assessment will be performed to determine the presence of any new potential sources of HTRW since the completion of the previous Phase II ESA, and to verify the concentration of contaminants in the cultivated areas at selected locations. The results of these audits will be provided to the FDEP and USFWS for their review, comment, and concurrence regarding the need for remedial actions. The assessment of the project in relation to the CERP Residual Agricultural policy is included in **Appendix C.2.2**. Remediation of HTRW contamination is the responsibility of the SFWMD, the non-Federal Sponsor and is not a creditable cost to the project.

D.24 PROJECT SUPPORT

There is no known or anticipated opposition to the project by landowners in the project area or any known or anticipated landowner concerns related issues that could impact the acquisition process.

D.25 FEDERAL AGRICULTURE IMPROVEMENT AND REFORM ACT OF 1996 (FARM BILL)

On April 4, 1996, Congress enacted the Federal Agriculture Improvement and Reform Act of 1996 (Public Law 104-127, 110 Stat. 1022). The provisions of Section 390 of the Federal Agriculture Improvement and Reform Act of 1996, Section 390 gave the Secretary of Interior broad discretion in the expenditure of the initial $200,000,000 and more limited discretion in the expenditure of the additional $100,000,000 to be generated by the sale of excess or surplus Federal property. The Secretary of Interior could expend all the funds without assistance or could provide the funds to the Army Corps of Engineers, the State of Florida, or the South Florida Water Management District on such terms and conditions as was determined necessary.

On October 3, 1996, a Framework Agreement (Agreement) was executed by the United States Department of Interior (DOI), the United States Department of the Army (Army), the State of Florida, Department of Environmental Protection (FDEP) and the South Florida Water Management District (SFWMD). The Agreement was developed to provide a framework and procedures for the Secretary of Interior to provide Section 390 funds to the other parties for Everglades ecosystem restoration for the acquisition of real property or the construction of features that were intended to become part of existing or future Army projects. The Agreement specifically recognizes that Section 390 provided “the Secretary of the Interior with discretion to determine the use of Section 390 funds for restoration purposes and with the responsibility to ensure that Section 390 funds are used for restoration purposes.” Article I states that “except as otherwise provided by law or agreed to by the Secretary of Interior, all Section 390 funds expended will be matched by non-Federal funds on a dollar-for-dollar basis.” This Article also states: “Section 390 funds disbursed for the acquisition of real property or the construction of features shall count as Federal funds for cost sharing purposes for Army projects. Funds provided by the non-Federal parties to match Federal funds provided under Section 390 will be treated as non-Federal funds for cost-sharing purposes for Army projects.

The value of real estate acquired pursuant to this Article shall be the acquisition cost of such real property for credit purposes under applicable cost-sharing principles."

D.26 LAND VALUATION AND CREDITING

D.26.1 Land Valuation and Crediting Guidance

D.26.1.1 CECW-SAD Memorandum dated July 30, 2009; SUBJECT: CERP Land Valuation and Crediting

In accordance with CECW-SAD memorandum dated July 30, 2009 signed by the Director of Civil Works, U.S. Army Corps of Engineers the current guidance for the CERP, Land Valuation and Crediting as set forth in the referenced memorandum is as follows:

1. Background. The Comprehensive Everglades Restoration Plan (CERP) land valuation and crediting policy previously approved by the Assistant Secretary of the Army (Civil Works) (ASA(CW)) is based on actual costs. The South Florida Water Management District (SFWMD) requested application of the national U.S. Army Corps of Engineers (USACE) land crediting principles to future CERP projects and the ASA(CW) has agreed to SFWMD's request. The purpose of this memorandum is to provide general guidance on several additional issues as outlined in paragraph 2 below as well as to provide guidance on an issue related to credit for incidental acquisition costs as outlined in paragraph 3 below.

2. Land Valuation Issues for Lands Acquired Pre-PPA.

a. Consistent with long-standing USACE practice, and as supported by the unique land credit provision for CERP contained in Section 601 (e)(5)(A) of WRDA 2000, tracts acquired by the SFWMD that are acquired and provided in furtherance of a CERP project should be valued and credited as individual tracts regardless of whether the acquisition was prior to or after execution of the PPA for that project. This general principle would not apply where the SFWMD acquired contiguous tracts that are required for a CERP project but it acquired such tracts prior to the PPA for a reason and use other than for implementation of the CERP project. A determination that a tract was acquired "in furtherance of a CERP project" should be supported by documentation existing at the time of acquisition.

b. The unique statutory land credit provision for CERP projects is clear that the non-Federal sponsor will be afforded credit for the value of lands, or interests in lands, that it provides in accordance with a PIR "regardless of the date of acquisition." *See* Section 601 (e)(5)(A) of WRDA 2000. To effectuate the clear intent of Congress reflected in this credit provision, land use restrictions imposed in furtherance of a CERP project after acquisition of a tract by the SFWMD should not be considered in valuing that tract for crediting purposes.

c. For the same reasons as expressed in subparagraph b. above, demolition of improvements after a tract was acquired in furtherance of a CERP project should not change the approach to value from that applicable at the time of acquisition. Accordingly, the tract should be valued for crediting purposes as it was improved when acquired by the SFWMD. To accomplish this result, the contributory value of the improvements, as of the date of the SFWMD's acquisition, should be added to the market value of the land on the date it is provided for the project as appraised in accordance with its highest and best use on the date of acquisition.

3. Incidental Costs. The SFWMD has requested that it be afforded credit for the costs incurred by other non-Federal governmental entities incidental to acquisition of project lands by such entities. The wording of Section 601 (e)(5)(A) is clear that credit may be afforded only for "incidental costs for land acquired by a non-Federal sponsor." Credit may be afforded for traditional incidental acquisition costs that are incurred by SFWMD (such as appraisal costs, mapping costs, or relocation assistance benefits) as well as costs actually incurred by SFWMD in obtaining the required real property rights from other non-Federal governmental entities. However, to be eligible for credit to be afforded to the SFWMD for incidental acquisition costs, SFWMD must have, in fact, incurred those costs.

D.26.1.2 CERP Master Agreement Between the Department of the Army and the South Florida Water Management District for Cooperation in Constructing and Operating, Maintaining, Repairing, Replacing and Rehabilitating Authorized Projects under the Comprehensive Everglades Restoration Plan, dated August 13, 2009

In accordance with the terms and conditions of Article IV, paragraph A. no credit shall be afforded for those lands or real estate interests provided by the SFWMD as an item of local cooperation for another Federal project.

D.26.2 Talisman Exchange-SFWMD Lands

In March 1999, Department of Interior (DOI), SFWMD, The Nature Conservancy, United States Sugar Corporation, Okeelanta Corporation, South Florida Industries, Inc., Florida Crystals Corporation, Sugar Cane Growers Cooperative of Florida, Talisman Sugar Company and the St. Joe Company executed an “Exchange and Purchase and Sale Agreement” for the purpose of effecting transactions in which landowners in the EAA would sell lands to, or exchange lands with, other such landowners and the SFWMD so that the SFWMD would own contiguous parcels of land in the southern portion of the EAA for the purposes of Everglades restoration. The end result of the purchase and exchange was that the SFWMD obtained over 45,000 acres of land in the southern Everglades Agricultural Area. The DOI provided $99,434,312 in Federal Farm Bill funds for the acquisition of these lands and the SFWMD provided $12,939,906. As part of the Talisman Lands Exchange transaction, part of SFWMD funds that were contributed totaling $9,756,881.31 was to buy out the farming reservation held by the St. Joe Paper Company. As per the terms of the Cooperation Agreement between the SFWMD and the DOI, SFWMD elected to apply program income revenue towards the repayment of its contribution. SFWMD has received and applied program income revenue towards its contribution and land management costs which has or will cover all of the $9,756,881.31. SFWMD will continue to provide financial reports to the DOI until such time as program income revenue is no longer received for the grant lands. As part of the Talisman Exchange, DOI had the properties appraised, reviewed and approved the appraisals, and was instrumental in negotiating the Exchange and Purchase and Sale Agreement, as well as executing the agreement. Because DOI funds were expended for the purchase of the lands required for the majority of the A-2 FEB and 34.23 acres of the FEB Outflow Canal, the USACE will accept the land costs paid by both DOI and SFWMD and these will be credited to either the Federal government or the SFWMD without review and approval of appraisals or other documentation. Pursuant to both Section 601 (E)(3) of WRDA 2000, the Framework Agreement, and Article II., paragraph M.2., the DOI funds will be credited to the Federal

share of the Project. As set forth in the Framework Agreement, the credit is the actual acquisition costs of the lands required for the Project.

In total, Compartment A, located between the Miami and North New River Canals, consists of 31,493.72 acres, with 30,507.42 acres having been acquired in the Talisman exchange/acquisition. The project footprint of the A-2 FEB and structures requires approximately 13,839.44 acres, which were acquired in the Talisman exchange. The FEB Outflow Canal requires approximately 34.23 acres in lands west of Compartment A, which were acquired in the Talisman exchange. The DOI contributed approximately $30,220,406 for the acquisition of the lands in the A-2 FEB and approximately $78,801 to the acquisition of the 34.23 acres required for the FEB Outflow Canal. Additionally, DOI contributed approximately $163,750 for a leasehold buyout. These amounts will be credited to the Federal share of the project cost. SFWMD contribution toward the acquisition of the A-2 FEB, which was not repaid by program income, totals approximately $1,366,352. SFWMD contribution toward the acquisition of the approximately 34.23 acres required for the FEB Outflow Canal, which was not repaid by program income, totals approximately $10,246. These amounts will be credited to the non-Federal share of the project cost. The SFWMD holds fee title to these lands.

D.26.3 Other SFWMD Lands Required for A-2 FEB

SFWMD acquired approximately 9.90 acres within the A-2 FEB with State funds. These lands were valued at $12,500 per acre for a total of $123,750. In accordance with Article IV, paragraph D.1.a. of the Master Agreement, the credit for lands acquired prior to the PPA shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto for construction.

D.26.4 State of Florida Lands

The State of Florida owns fee to that portion of Section 36, Township 46 South, Range 35 East where the remaining portion of the proposed FEB Outflow Canal from the Miami Canal to the A-2 FEB will be constructed, consisting of approximately 57.02 acres. These lands will be acquired by SFWMD, either through direct acquisition from the State or by Supplemental Agreement with the State, from the State prior to construction of the FEB Outflow Canal. If the lands are acquired prior to the execution of the PPA, the credit will be the fair market value as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto for construction. As set forth in Article IV.D.1. of the Master Agreement for the Central Everglades Restoration Project, if these lands are acquired after execution of the PPA; SFWMD will receive the fair market value of such real property interests at the time the interests are acquired. The value of these lands was estimated at $12,500 per acre for a total of $712,750.

D.26.5 WCA 3A/3B Lands

SFWMD owns a variety of different interests in WCA 3A/3B which were previously acquired and provided as an item of local cooperation for the original C&SF Project. SFWMD owns sufficient interests in these lands for the construction of CEPP features. Where SFWMD owns a perpetual easement, either the State of Florida or private parties own the underlying fee title. SFWMD will not receive credit for the provision of these lands unless a greater interest is required.

D.26.6 L-31N Lands

SFWMD owns fee title to the lands required along the L-31N which were previously acquired and provided as an item of local cooperation for the original C&SF Project. SFWMD will not receive credit for the provision of these lands.

D.27 BASELINE COST ESTIMATES AND MCACES COST ESTIMATES

Real estate cost estimates are based on the actual SFWMD acquisition costs and administrative costs provided by SFWMD and approved by Department of Interior and the estimated value of the State lands. **Table D-5** provides the Baseline Cost Estimate for Real Estate costs and Table D-6 provides the current MCACES cost estimate.

In the Water Conservation Areas, no interest was valued because SAJ Office of Counsel and SFWMD Office of Counsel both opined that in almost all instances, the easement interests and estates held by the SFWMD or the fee held by the SFWMD and both acquired and provided for the prior Federal project, Central and Southern Florida Flood Control Project, were sufficient for all CEPP purposes. Depending on the final location of certain project features determined during PED, there may be an instance that the current interests and estates held by SFWMD may have to be upgraded at a very minimal cost to the project. These potential costs were included in the Incremental Real Estate Costs in the Draft PIR, but have been included in the Real Estate costs below as a separate line item under Fee-Potential Upgrade of SFWMD lands from Perpetual Flowage Easement in WCA.

D.27.1 Administrative Costs

Non-Federal Administrative costs in the estimated amount of $350,000 for utility relocations are accounted for in Tables D-5 and D-6 below for the following: (1) for costs associated with termination of SFWMD permits for Florida Power and Light and Quest Communications located where the L-29 is being removed; (2) for costs associated with termination of permit for the abandonment of the Florida Power and Light lines from the center of the A-2 FEB area; and (3) for costs associated with coordination with Department of Interior on the termination of the easement to Florida Power and Light for the removal and relocation of the power line during removal of Old Tamiami Trail.

Future Non-Federal Administrative Costs in the estimated amount of $980,000 are accounted for in Tables D-5 and D-6 below for the following:. (1) $200,000 for Project Planning purposes; (2) $320,000 for future acquisitions; (3) $370,000 for future appraisals; (4) $70,000 for temporary permits/licenses/rights-of-entry; and (5) $20,000 for damage claims.

Future Federal Administrative costs in the estimated amount of $500,000 are accounted for in Tables D-5 and D-6 below for the following: (1) $310,000 for Project Planning purposes; (2) $30,000 for review of future acquisitions; (3) $65,000 for review of future appraisals; (4) $15,000 for review of temporary permits/licenses/rights-of-entry; (5) $35,000 for review of the Project Partnership Agreement; and (6) $45,000 for review and coordination of utility relocations.

In the acquisition of the Talisman property, the Department of Interior contributed $163,750 toward SFWMD administrative expenses which will be credited to the Federal Government. SFWMD

expended $501,061 in State funds on administrative costs associated with the acquisition of the Talisman lands which will be credited to the Non-Federal (SFWMD) sponsor,

D.27.2 Risk Register

The risk register is a tool being used in the Pilot Planning Program as a means to identify, discuss and document issues early in the process. A risk register was developed by the study team to identify significant risks attributed to the shortened study period and to project success. In addition, a Cost and Schedule Risk Analysis was conducted specific to the project costs and schedule, that is separate from the study risk register and that results in contingency values that are applied to the project costs to set a total project cost. The risk analysis process for this study is intended to determine the probability of various cost outcomes and quantify the required contingency needed in the cost estimate to achieve the desired level of cost confidence. Two cost risk workshops were held to begin the process of Cost and Schedule Risk Analysis. The entire PDT participated in a risk analysis brainstorming session to identify risks associated with the recommended plan. The risks were listed in the risk register, which is a tool commonly used in project planning and risk analysis, and evaluated by the PDT. Assumptions were made as to the likelihood and impact of each risk item, as well as the probability of occurrence and magnitude of the impact if it were to occur. Separate risk models are also being developed for the initial construction and other co-main events using the Oracle Crystal Ball Risk Analysis software using the Monte Carlo Model in order to develop contingencies to apply to the project cost. The models were structured based on the CWWBS for the project and provide a contingency for each of the feature codes. The risk uncertainty for real estate was low. A contingency of 44% was determined to be applicable to cost not expended. For real estate, the contingency was applied on only $2,987,000 which included the following costs:
Fee-SFWMD acquired from Private Owner-$123,750
Fee-FEB Outflow Canal From the A-2 FEB West to the Miami Canal-TIIF Owned land.-$712,750.
Fee-Potential upgrade of title to lands with existing perpetual easements-$20,000
Temporary Access Easements-$150,000
Perpetual and Temporary Easements on Airboat Lands-$500,000
Future Federal Administrative costs-$500,000.
Future Non-Federal Administrative Costs-$980,500.

Total Contingency applied is $1,314,000

Table D-5: Baseline Cost Estimate

PROJECT: CENTRAL EVERGLADES PLANNING PROJECT						
DATE: February 2014						
LANDS AND DAMAGES:						
ESTATE	**PARCELS**	**ACRES**	**LAND COST**		**FEDERAL**	**SFWMD**
Fee-GrantT Federal Cost Shared-Acquired-DOI FARM BILL- A-2 FEB	7	13,839.44	$31,586,758		$30,220,406	$1,366,352
Fee-SFWMD Acquired from Private Party-A-2 FEB	1	9.9	$123,750			$123,750
Fee-FEB Outflow Canal from A-2 FEB West to Miami Canal-TIIF Owned	1	57.02	$712,750		$0	$712,750
Fee-FEB Outflow Canal from A-2 FEB West to Miami Canal-Federal Cost Shared-DOI FARM BILL	1	34.23	$89,047		$78,801	$10,246
Fee-Potential Upgrade of SFWMD lands from Perpetual Flowage Easement in WCA	10	400	$20,000			$20,000
Temporary Access Easement	2	40	$150,000			$150,000
Perpetual and Occasional Flowage Easements on Airboat Association lands	1	5	$500,000			$500,000
Fee-SFWMD-Acquired and Provided for Original C&SF PROJECT	733	134,280.95	$0			$0
Pepetual Flowage Easement owned by SFWMD-with Fee owned by State Acquired and Provided by SFWMD for Original C&SF PROJECT	525	300,343.52	$0			$0
Perpetual Flowage Easement owned by SFWMD-with Fee owned by Private PartiesS- Acquired and Provided by SFWMD for Original C&SF PROJECT	311	70,612.53	$0			$0
Perpetual Canal Easement owned by SFWMD-with Fee owned by STATE- Acquired and Provided by SFWMD for Original C&SF PROJECT	33	11,598.84	$0			$0
Surface Flowage Rights- Flowage Easement with Fee owned by STATE- Acquired and Provided by SFWMD for Original C&SF PROJECT	113	73,360.00	$0			$0
Fee for L-31N Lands Acquired and Provided by SFWMD for Original C&SF PROJECT	1	325.00	$0			$0
SUBTOTAL	1739	604,581.43	$33,182,305		$30,299,207	$2,883,098
IMPROVEMENTS	0		$0			$0
SEVERANCE:& MINERALS	0		$0			
TOTAL LANDS AND DAMAGES			**$33,182,305**		$30,299,207	$2,883,098
ACQ/ADMIN						
FUTURE FEDERAL			$500,000		$500,000	
FUTURE NON-FEDERAL			$980,500			$980,500
PRIOR FEDERAL-FARM BILL			$163,750		$163,750	$0
PRIOR NON-FEDERAL			$501,061			$501,061
PL 91-646 STATE			$0			$0
SUBTOTAL			$35,327,616		$30,962,957	$4,364,569
Contingency of 44% on $2,987,000			$1,314,000		$220,000	$1,094,280
TOTAL ESTIMATED RE COST			**$36.641,616**		**$31,182,957**	**$5,458,939**
TOTAL ESTIMATED RE COSTS (RD)			**$37,000,000**		**$31,000,000**	**$6,000,000**

Table D-6: MCACES Cost Estimate for Real Estate Costs

PROJECT: CENTRAL EVERGLADES PLANNING PROJECT						
DATE: **February 2014**						
	LANDS AND DAMAGES				FEDERAL	SFWMD
01AA	PROJECT PLANNING	BY GOVT	$310,000		$310,000	
		BY LS	$200,000			$200,000
01B--	ACQUISITIONS					
01B20	BY LOCAL SPONSOR (LS)-FUTURE		$320,500			$320,500
	BY LS-DOI FARM BILL		$163,750		$163,750	$0
	BY LS -PRIOR		$501,061			$501,061
01B40	REVIEW OF LS		$75,000		$75,000	
01C--	CONDEMNATIONS					
01C20	BY LS		$0			
01C40	REVIEW OF LS		$0			
01E--	APPRAISALS					
010E30	BY LS-FUTURE		$370,000			$370,000
010E50	REVIEW OF LS		$65,000		$65,000	
01F--	PL 91-646 ASSISTANCE					
01F20	BY LS		$0			
01F40	REVIEW OF LS		$0		$0	
01G--	TEMPORARY PERMITS /LICENCES/RIGHTS-OF-ENTRY					
01G20	BY LS		$70,000			$70,000
01G40	REVIEW OF LS		$15,000		$15,000	
01G60	DAMAGE CLAIMS		$20,000			$20,000
01M00	PROJECTED RELATED ADMINISTRATION					
	REAL ESTATE REVIEW OF PCA		$35,000		$35,000	
01R--	REAL ESTATE PAYMENTS					
01R1	LAND PAYMENTS					
01R1B	BY LS-STATE		$123,750			$123,750
	BY LS-FARM BILL		$31,675,805		$30,299,207	$1,376,598
	BY LS-FUTURE		$1,382,750		$0	$1,382,750
01R2	PL 91-646 ASSISTANCE PAYMENTS					
01R2B	BY LS-STATE		$0			$0
TOTAL REAL ESTATE COST W/O CONTINGENCY			$35,327,616		$30,962,957	$4,364,659
Contingency of 44% on $2,987,0000			$1,314,000		$220,000	$1,094,280
TOTAL PROJECT REAL ESTATE COST			**$36,641,616**		**$31,182,957**	**$5,458,939**
TOTAL PROJECT REAL ESTATE COST (RD)			**$37,000,000**		**$31,000,000**	**$6,000,000**

D.28 PROJECT MAPS

Figure D-7 is the SFWMD land acquisition map for the A-2 FEB and FEB Outflow Canal. **Figure D-8** is a map of the WCA 3A/3B affected by the Project.

Figure D-6: SFWMD FEB AND FEB OUTFLOW CANAL OWNERSHIP MAP

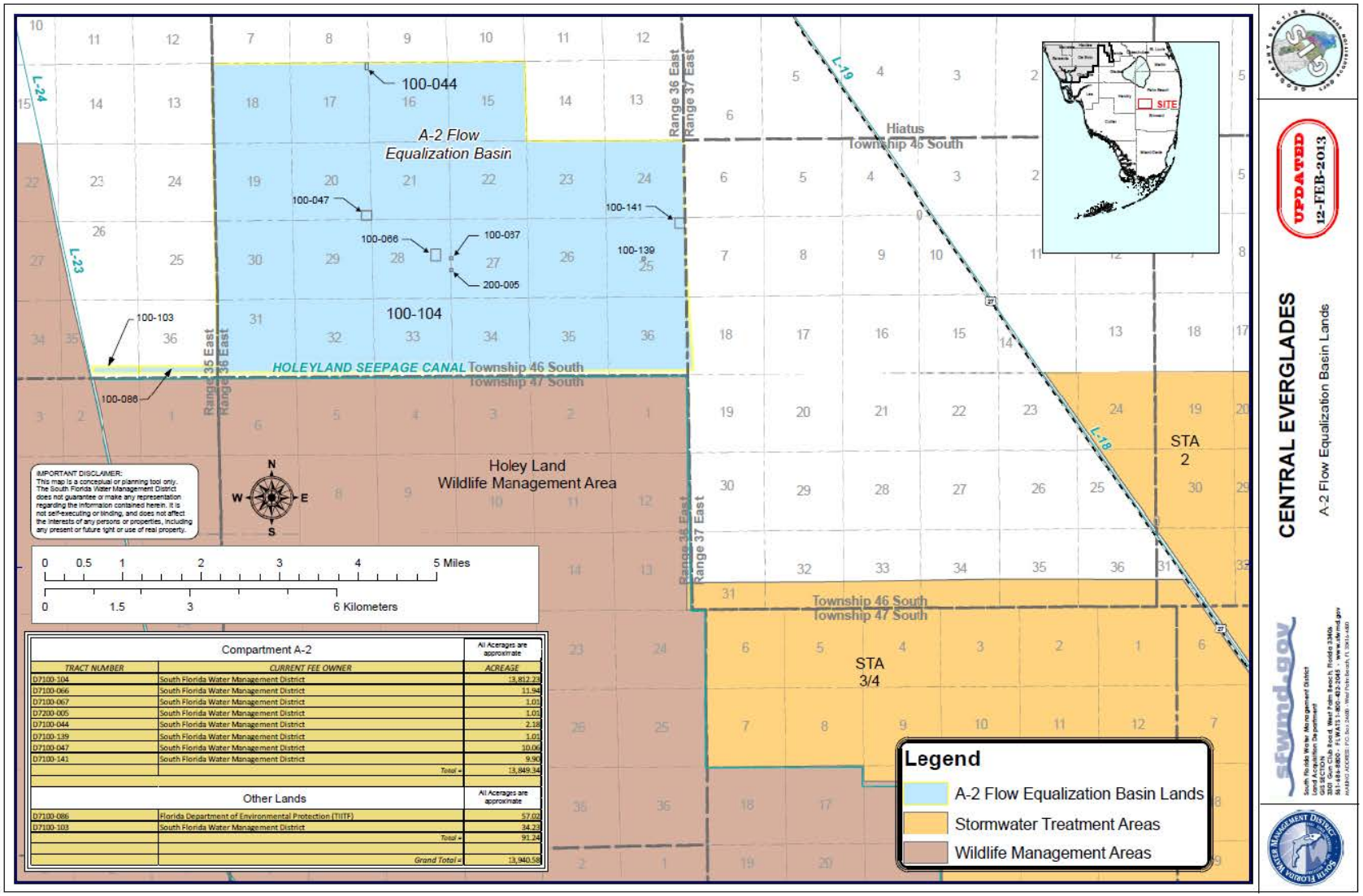


Figure D-7: WATER CONSERVATION AREA 3A/3B

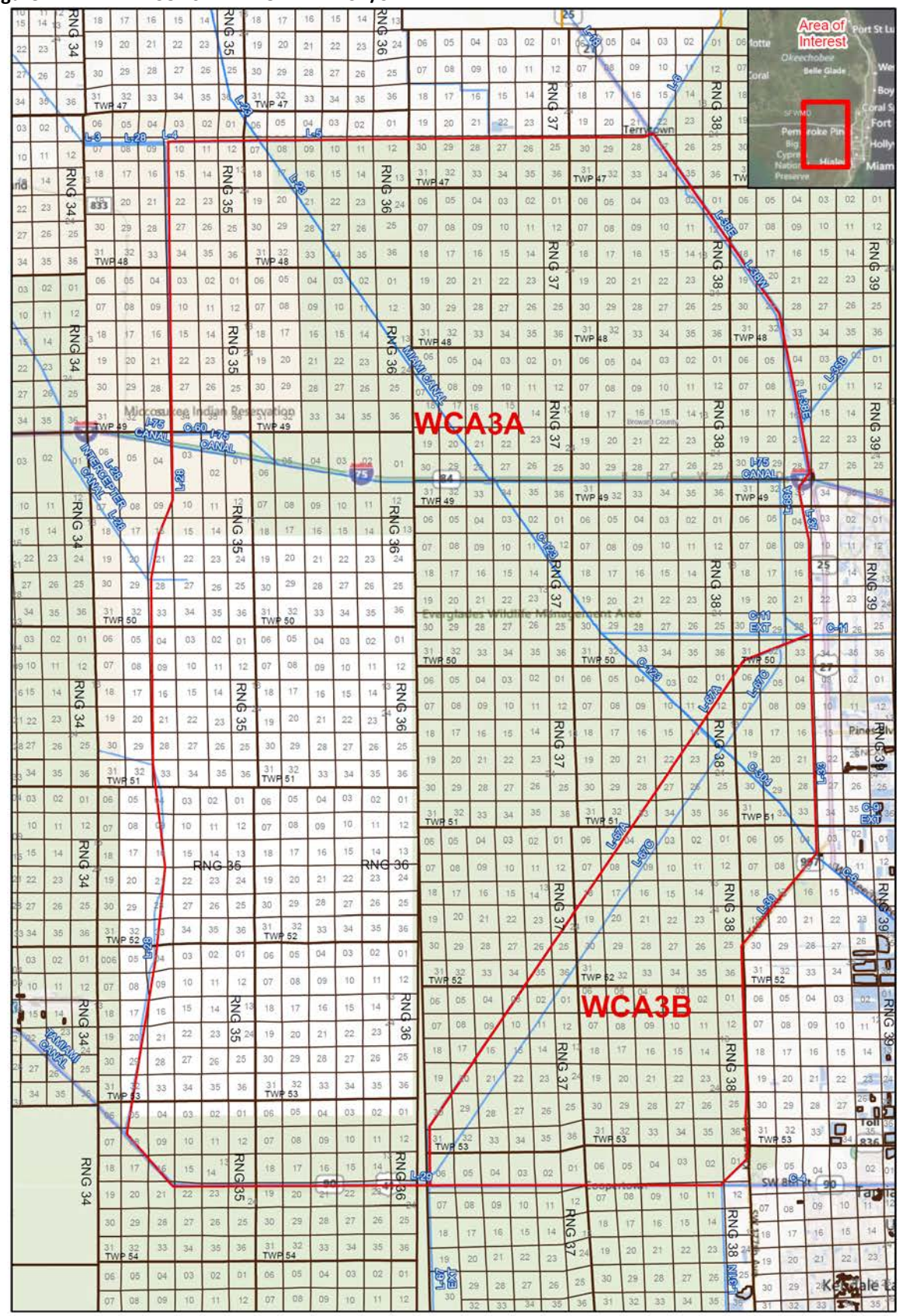


EXHIBIT C

CERP CENTAL EVERGLADES PLANNING PROJECT
ASSESSMENT OF NON-FEDERAL SPONSOR'S
REAL ESTATE ACQUISITION CAPABILITY

I. Legal Authority:

a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes? **YES**

b. Does the sponsor have the power of eminent domain for this project? **YES**

c. Does the sponsor have "quick-take" authority for this project? YES

d. Are any of the lands/interests in land required for the project located outside the sponsor's political boundary? **NO**

e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? YES, Lands owned by the by the State of Florida will be provided by Supplemental Agreement in conformity with the terms of Article III-Lands, Easements, Rights-of-Way, Relocations and Compliance with Public Law 91-646, as Amended of the Master Agreement between the Department of the Army and South Florida Water Management District for Cooperation in Constructing and Operating, Maintaining, Repairing, Replacing and Rehabilitating Authorized Projects under the Comprehensive Everglades Restoration Plan, entered into on August 13, 2009.

II. Human Resource Requirements:

a. Will the sponsor's in-house staff require training to become familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended? **NO**

b. If the answer to II.a. is "yes," has a reasonable plan been developed to provide such training? **N/A**

c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? **YES**

d. Is the sponsor's projected in-house staffing level sufficient considering its other work load, if any, and the project schedule? **YES**

e. Can the sponsor obtain contractor support, if required in a timely fashion? **YES**

f. Will the sponsor likely request USACE assistance in acquiring real estate? **NO**

III. Other Project Variables:

a. Will the sponsor's staff be located within reasonable proximity to the project site? **YES**

b. Has the sponsor approved the project/real estate schedule/milestones? **YES**

IV. Overall Assessment:

a. Has the sponsor performed satisfactorily on other USACE projects? **YES**

b. With regard to this project, the sponsor is anticipated to be: highly capable/fully capable/moderately capable/marginally capable/insufficiently capable. **HIGHLY CAPABLE**

V. Coordination:

a. Has this assessment been coordinated with the sponsor? **YES**

b. Does the sponsor concur with this assessment? **YES**

Prepared by:

5-11-13
Date

KARL J. NIXON
Deputy Chief
REAL ESTATE DIVISION
JACKSONVILLE DISTRICT

Reviewed and approved by:

13 May 2013
Date

AUDREY C. ORMEROD
Chief, Real Estate Division
REAL ESTATE DIVISION
JACKSONVILLE DISTRICT