

DURABLE POWER OF ATTORNEY

OF

KARLA DIEHM

I, KARLA DIEHM, with an address of 7400 Harbor Blvd., Miramar, FL 33023, make, constitute and nominate my niece, SUSAN LEBOEUF, whose address is 2200 NE 48 Court, Lighthouse Point, FL 33064, as my agent.

ARTICLE I

I hereby give and grant unto my said agent full power and authority to act for me in any lawful way with respect to the powers enumerated in Article II, and to the powers which I have initialed in Article III, of this durable power of attorney.

ARTICLE II

My agent is authorized to act for me in my name, place and stead and may exercise any or all of the powers contained in this Article II.

2.1 Banking and Other Financial Institution Transactions. With regard to banking and other financial institution transactions, my agent shall have the authority to conduct banking transactions as provided in section 709.2208(1), Florida Statutes.

2.2 Investment Transactions. With regard to stock and bond transactions, my agent shall have the authority to conduct investment transactions as provided in section 709.2208(2), Florida Statutes.

2.3 Real Property Transactions. With regard to real property transactions, my agent may exercise all of the following powers with regard to any real property I own: (1) convey or mortgage homestead property; (2) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property; (3) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property; (4) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist; (5) do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including power to insure against a casualty, liability, or loss; obtain or regain possession or protect the interest or right by litigation, action, or otherwise; pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with them; and purchase supplies, hire assistance or labor, or make repairs or alterations in the real property; (6) use, develop, alter, replace, remove, erect, or install

structures or other improvements on real property in which I have or claim to have an estate, interest, or right; (7) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including selling or otherwise disposing of the shares or obligations; exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and voting the shares or obligations in person or by proxy; (8) change the form of title of an interest in or right incident to real property; and (9) dedicate easements or other real property in which I have or claim to have an interest to public use, with or without consideration.

2.4 Tangible Personal Property Transactions. With regard to tangible personal property transactions, my agent may exercise all of the following powers: (1) accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property; (2) sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) release, assign, satisfy, or enforce by litigation, action, or otherwise a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property; and (4) do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on my behalf, including insuring against casualty, liability, or loss; obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise; paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving from place to place; storing for hire or on a gratuitous bailment; and using, altering, and making repairs or alterations.

2.5 Business Operation Transactions. With regard to business operation transactions, my agent may exercise all of the following powers: (1) operate, buy, sell, enlarge, reduce, or terminate a business interest; (2) to the extent that my agent is permitted by law, to perform a duty or discharge a liability or exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement, whether or not I am a general or limited partner; (3) to the extent that my agent is permitted by law, to enforce the terms of a partnership agreement by litigation, action, or otherwise; (4) to the extent that my agent is permitted by law, to defend, submit to arbitration, settle, or compromise litigation or an action to which I am a party because of membership in the partnership; (5) exercise in person or by proxy or enforce by litigation, action, or otherwise a right, power, privilege, or option I have or claim to have as the holder of a bond, share, or other instrument of similar character and defend, submit to arbitration, settle, or compromise a legal proceeding to which I am a party because of a bond, share, or similar instrument; (6) with respect to any business owned solely by me, continue, modify, renegotiate, extend, and terminate a contract made with any individual or legal entity, firm, association, or corporation by or on my behalf with respect to the business before execution of the power of attorney; (7) with respect to any business owned solely by me, to determine the location of its operation; the nature and extent of its business; the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; the amount and types of insurance carried; and the mode of engaging, compensating, and dealing

with its accountants, attorneys, and other agents and employees; (8) with respect to any business owned solely by me, to change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; (9) with respect to any business owned solely by me, to demand and receive money due or claimed by me or on my behalf in the operation of the business and control and disburse the money in the operation of the business; (10) put additional capital into a business in which I have an interest; (11) join in a plan of reorganization, consolidation, or merger of the business; (12) sell or liquidate a business or part of it at the time and on the terms that my agent considers desirable; (13) establish the value of a business under a buy-out agreement to which I am a party; (14) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency, department, or instrumentality or that my agent considers desirable and make related payments; and (15) pay, compromise, or contest taxes or assessments and do any other act that my agent considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

2.6 Insurance Transactions. With regard to insurance transactions, my agent may exercise all of the following powers: (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, or additional contracts of insurance and annuities for me or my spouse, children, and other dependents and select the amount, type of insurance or annuity, and mode of payment; (3) pay the premium or assessment on or modify, rescind, release, or terminate a contract of insurance or annuity procured by my agent; (4) apply for and receive a loan on the security of the contract of insurance or annuity; (5) surrender and receive the cash surrender value of a contract of insurance or annuity; (6) exercise an election; (7) change the manner of paying premiums; (8) change or convert the type of insurance contract or annuity with respect to which I have or claim to have a power described in this section; (9) apply for and procure government aid to guarantee or pay premiums of a contract of insurance on my life; (10) collect, sell, assign, hypothecate, borrow on, or pledge my interest in a contract of insurance or annuity; and (11) pay from proceeds or otherwise, compromise or contest, or apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing because of the tax or assessment.

2.7 Estate, Trust, and Other Beneficiary Transactions. With regard to estate, trust, and other beneficiary transactions, my agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment, including to: (1) accept, reject, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund; (2) demand or obtain by litigation, action, or otherwise money or any other thing of value to which I am, may become, or claim to be entitled because of the fund; (3) initiate, participate in, or oppose a legal or judicial proceeding to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; (4) initiate, participate in, or oppose a legal

or judicial proceeding to remove, substitute, or surcharge a fiduciary; (5) conserve, invest, disburse, or use anything received for an authorized purpose; and (6) transfer all or part of my interest in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by me as settlor.

2.8 Claims and Litigation. With regard to claims and litigation, my agent has the power to: (1) assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim, or an offset or defend against an individual, a legal entity, or a government, including suits to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief; (2) bring an action to determine adverse claims, intervene in an action or litigation, and act as amicus curiae; (3) in connection with an action or litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; (4) in connection with an action or litigation, perform any lawful act I could perform, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding of me in litigation; (5) submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation; (6) waive the issuance and service of process on me, accept service of process, appear for me, designate persons on whom process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, or receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation; (7) act for me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects my interest in real or personal property or other thing of value; and (8) pay a judgment against me or a settlement made in connection with a claim or litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

2.9 Personal and Family Maintenance. With regard to personal and family maintenance, my agent may exercise all of the following powers: (1) perform the acts necessary to maintain the customary standard of living of me and other individuals customarily or legally entitled to be supported by me, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes on premises owned by me and occupied by those individuals; (2) provide for the individuals described by Subsection (1) of this section normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, and other current living costs; (3) pay necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described by Subsection (1) of this section; (4) continue any provision made by me for the individuals described by Subsection (1) of this section, for automobiles or other means of transportation, including registering, licensing, insuring, and replacing the automobiles or other means of transportation; (5) maintain or open charge accounts for the convenience of the individuals described by Subsection (1) of this section and open new

accounts that my agent considers desirable to accomplish a lawful purpose; and (6) continue payments incidental to my membership or affiliation in a church, club, society, order, or other organization or to continue contributions to those organizations.

2.10 Benefits From Certain Governmental Programs or Civil or Military Service.

With regard to benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service, my agent has the power to: (1) execute vouchers in my name for allowances and reimbursements payable by the United States, a foreign government, or a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described by Section 2.09(1) of this durable power of attorney, and for shipment of their household effects; (2) take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) prepare, file, and prosecute a claim to a benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation; (4) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive; and (5) receive the financial proceeds of a claim of the type described in this Section 2.10 of this durable power of attorney and conserve, invest, disburse, or use anything received for a lawful purpose.

2.11 Retirement Plan Transactions. With regard to retirement plan transactions, my agent may exercise all of the following powers: (1) apply for service or disability retirement benefits; (2) select payment options under any retirement plan in which I participate, including plans for self-employed individuals; (3) make voluntary contributions to retirement plans if authorized by the plan; (4) exercise the investment powers available under any self-directed retirement plan; (5) make "rollovers" of plan benefits into other retirement plans; (6) borrow from, sell assets to, and purchase assets from retirement plans if authorized by the plan; (7) receive, endorse, and cash payments from a retirement plan; and (8) request and receive information relating to me and my retirement plan records.


2.12 Tax Matters. With regard to tax matters, my agent may exercise all of the following powers: (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, (the "Code"), closing agreements, and any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and 25 tax years following that tax year; (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; (3) exercise any election available to me under federal, state, local, or foreign tax law; (4) act for me in all tax matters for all periods before the Internal Revenue Service and any other taxing authority; and (5) represent me, and appoint an agent or agents to represent me, before the Internal Revenue Service or any State or other taxing authority by completing, signing, and submitting IRS Form 2848 or any other governmental form.

2.13 Existing and Foreign Interests. The powers described in Article II of this durable power of attorney may be exercised equally with respect to an interest I have at the time this durable power of attorney is executed or an interest which I acquire later, whether or not the interest is located in Florida and whether or not the powers are exercised or the durable power of attorney is executed in Florida.

2.14 Digital Assets. To access, use, and control my digital devices, including without limitation, desktops, laptops, peripherals, storage devices, mobile telephones, smartphones, and any similar device which currently exists or exist in the future as technology develops for the purpose of accessing, modifying, deleting, controlling, or transferring my digital assets, and to access, take control of, conduct, continue, or terminate any of my accounts, on any website, including any social networking site, photo-sharing site, microblogging, or short message service website, or any email service website. All such websites may release my log on credentials, including username and password, to my agent and said website shall be indemnified and held harmless for any damages, causes of action claims, that may arise from this disclosure. My agent shall not delegate this power to any agent or other third party.

ARTICLE III

My agent is authorized to perform the following specific acts for me if I have initialed the specific authority listed below:

Initial:


Power to Make Annual Exclusion Gifts. I grant to my agent the power to make gifts (outright, in trust, or otherwise) of any of my property to or to pay amounts on behalf of any person in an amount per donee which qualifies for the Federal gift tax annual exclusion under Section 2503(b) of the Internal Revenue Code of 1986, as amended.



Power to Make Additional Gifts. I further grant to my agent the power to make gifts (outright, in trust, or otherwise) of any of my property up to the entirety thereof to or to any charitable organization to which deductible gifts may be made under the income and gift tax provisions of the Internal Revenue Code of 1986, as amended if, in the opinion of my agent, such gifts would reduce income, estate, generation skipping transfer or state inheritance taxes. Such gifts or amounts paid shall include those which are excludible under Section 2503(b) or Section 2503(e) of the Internal Revenue Code of 1986, as amended, or those to which the split gift provisions of Section 2513 of the Internal Revenue Code of 1986, as amended, are expected to apply. Nothing herein shall be construed to require any court action whatsoever prior to making such gifts, nor to restrict such gifts to a situation in which it must be determined that I will remain incapacitated for the remainder of my lifetime. Notwithstanding the foregoing, the gifts made by a person who is serving as my agent under this instrument to himself or herself shall


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not exceed in the aggregate for any calendar year the greater of five thousand dollars (\$5,000) or five percent (5%) of the fair market value of my estate (for U.S. gift tax purposes) as of December 31st of such calendar year; provided, however, if my agent is making gifts authorized by the following paragraph of this power of attorney in order to obtain or maintain eligibility for public health care benefits, then these limitations shall not apply.



Power to Make Gifts to Qualify for Public Benefits. If my agent in my agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my agent shall have the power: (i) to take any and all steps necessary, in my agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to my descendants (if any), or to my natural heirs at law or to the persons named as beneficiaries under my last will and testament or a revocable living trust which I may have established, including my agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

ARTICLE IV

Notwithstanding any provision herein to the contrary, any authority granted to my agent shall be limited so as to prevent this durable power of attorney from causing my agent to be taxed on my income (unless my agent is my spouse) and from causing my assets to be subject to a general power of appointment by my agent, as that term is defined in Section 2041 of the Code.

ARTICLE V

Any act or thing lawfully done hereunder by my said agent shall be binding on myself and my heirs, legal and personal representatives, and assigns, provided, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said agent for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said agent and the designation "Agent."

ARTICLE VI

Any third party may transact any matter with my agent in the same manner and to the


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same extent as the third party would transact such matter with me. Third parties who act in reliance upon the representations of my agent shall be held harmless by me, my estate, the beneficiaries of my estate, or joint owners of property from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or my death. Any third party may rely upon a copy of this durable power of attorney certified by my agent to be a true copy of the original hereof, as fully as if such third party had received an original of this durable power of attorney.

ARTICLE VII

My agent shall not be liable for any acts or decisions made in good faith and in conformity with the powers enumerated in this durable power of attorney. However, my agent shall not be relieved from liability for breach of duty committed dishonestly, with improper motive, or with reckless indifference to me or the purposes of this durable power of attorney.

ARTICLE VIII

My agent shall have the power to pay a reasonable fee from my estate to each agent who is a qualified agent as defined in Section 709.2112(4), Florida Statutes as compensation for services rendered under this durable power of attorney in an amount which does not exceed the customary and prevailing charges for services of a similar character at the time and place such services are performed. My agent shall also be entitled to reimbursement of expenses reasonably incurred on my behalf.

ARTICLE IX

I hereby revoke all prior general powers of attorney executed by me. However, I do not hereby revoke any powers of attorney I have previously executed for a limited or specific purpose, or powers of attorney I have executed as part of a contract for the management of any bank or brokerage account. If I desire to revoke any such prior limited or specific power of attorney, I will execute a revocation specifically referring to the power of attorney to be revoked.

ARTICLE X

This durable power of attorney is not terminated by subsequent incapacity of the principal except as provided in chapter 709, Florida Statutes. This durable power of attorney shall terminate by one or more of the following circumstances:

- (1) My death;
- (2) The death or deaths of all agents named in the first paragraph of this durable power of attorney; or

(3) The occurrence of an event described in Section 709.2109, Florida Statutes.

Signed on 11/13, 2020.

Karla Diehm
KARLA DIEHM, Principal

WITNESSES (both of whom are 18 years of age or older):

Andrea Strangler, Witness
Address: 2201 NE 48th Ct.
Lighthouse Point FL 33064

Adrian Mundt, Witness
Address: 2201 NE 48th Ct.
Lighthouse Point FL 33064

STATE OF FLORIDA §
COUNTY OF BROWARD §

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on 11/13, 2020, by KARLA DIEHM, who is personally known to me or has produced a driver's license issued by Florida that contained her photograph and signature as identification, and by Andrea Strangler and Adrian Mundt, witnesses.

Maria S. Leavy
Notary Public, State of Florida
Notary's printed name: MARIA S. LEAVY



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Levy Planning

From: Miguel A. Marrero <marreronievesmiguel@gmail.com>
Sent: Friday, April 21, 2023 9:11 PM
To: Stacey Hectus
Cc: Levy Planning; Levy Planning Zoning
Subject: PETITION NO SE 23-01

April 21, 2023

PETITION NO SE 23-01

I strongly oppose the exemption of SE 23-01 of allowing mining near my property, both due to harm to my property values as well as the lack of fairness because this is a violation of the rules.

Marrero Miguel A and Carmen
26-12-17 0005.00 ACRES
E1/2 OF NE1/4 OF SE1/4 OF
NW1/4 OR BOOK 462 PAGE 418

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

April 23, 2023

Levy County Planning and Zoning Department
320 Mongo Street
Bronson, FL 32621

TO WHOM IT MAY CONCERN:

This letter is written in **opposition** to Petition SE 23-01: Ryan Thomas for 3RT Sand Mine.

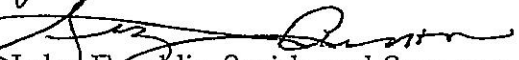
Top two concerns:

1. **Environmental impact** – destroy vegetation and deforestation, cause erosion, endanger animal habitats and pollute water sources. This is just a small list of environmental impacts, especially with an area as large as 400 acres.
2. **Personal and neighbor impact** – noise level of large trucks constantly running, dust and dirt into homes and neighborhoods, damage to our small road that will cost the county more money due to all the large trucks.

I am sure there are many more areas of concern but these two come to the forefront of my mind when I think about a mining operation of that size in a small residential area.

Please consider the environmental impacts as paramount; it is very difficult to unring that bell once the damage is done in our small, wonderful, protected part of Florida. And, as many of we natives know naturally beautiful areas like Bronson are becoming a rarity.

Thank you,



John Franklin Smith and Suzanne Arnow
5050 NE 101 Avenue
Bronson, FL
(813) 920-7147 – home
(813) 205-3802 – cell

April 19, 2023

Levy County Planning Commission

As a property owner & resident of 5450 NE 110 Ave
Bronson, Fl. 32621. I object to petition
for special Exception of Ryan Thomas
Sand mine being granted for mining &
excavation of any mining of minerals resources
or natural resources.

This is a beginning of reducing natural
resources of our rural community. God
granted us these trees & nature to keep
us safe.

This objection is not to grant this
company to grant permissions to mine
for gains.

This letter is being comments on May 1, meeting.

Iba Theresa McFarland
5450 NE 110 Ave
Bronson, Fl 32621
352-215-6674



QUEST TRUST C O M P A N Y

April 18, 2023

To Whom It May Concern:

The enclosed documents were recently received by our office; however, we are unable to identify which of our clients this is for.

If this document is for a Quest Trust Company client, we ask that the vesting for our clients read as:

Quest Trust Company FBO (client's name) IRA # (client's IRA number)

If you could help us to identify either our clients name or account number, that would be very much appreciated.

If you have any questions, please contact the Logistics Department.

Quest Trust Company
Logistics Department
Logistics@QuestTrust.com
Phone: 800-320-5950
Fax: 281-646-9701

QUEST TRUST COMPANY CORPORATE OFFICE

17171 PARK ROW SUITE 100
HOUSTON, TX 77084

WWW.QUESTTRUST.COM

(855) FUN-IRAS
(855) 386 - 4721

#5

Levy Planning

From: Levy Planning Zoning
Sent: Wednesday, April 26, 2023 2:12 PM
To: Levy Planning
Subject: FW: Petition of Special Exception for 3RT Sand Mine

For the record and to go into Municode.

Nicki Bailey

Planner I

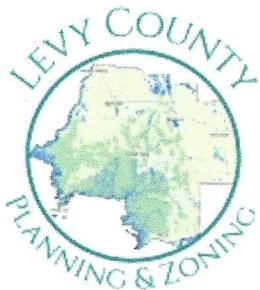
Levy County Planning and Zoning Department

Please email before coming into the office, with a shortage in staffing, our office hours may be altered.

LAND DIVISION OR COMPLEX USE INQUIRIES REQUIRE AN APPOINTMENT.

If in a subdivision, please check Deed Restrictions/Covenants with the Clerk of Courts: 352-486-5266 or levyclerk.com.

To sign up for commissioner meeting updates, please visit [MunicodeMeetings Publish Documents Subscribe Page](#).



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From: Linda Klock <linda5klock@gmail.com>
Sent: Wednesday, April 26, 2023 2:03 PM
To: Levy Planning Zoning <LCPZ@levycounty.org>
Subject: Petition of Special Exception for 3RT Sand Mine

To: Levy County
Board of County Commissioners

RE: Notice of Public Meeting for Petition of Special exception for Petition No SE 23-01

Dear Sirs:

I live within 2 miles of parcel #'s 0359701600, 0359700400, 0359700000 and 0359700300.

My main concern over the sand mines is the lowering of our water table.

It would be a terrible thing to have established well levels drop in the area causing all of us to have the well companies come out and drop our pumps lower. IF it is possible to do in our individual wells. Digging huge pits for the water to drain to is how south Florida makes higher, drier land for development. I'm sure it'll do the same thing up here.

The secondary concern is noise pollution, of course. Our peaceful agricultural atmosphere with horse farms, crops and cattle would suffer. Already, we have the largest dump trucks running one behind the other, great clouds of dust on occasion and beep-beep-beeping going on from whatever is going on in that direction. Sometimes all night long. My neighbors and I committed: Are they operating illegally now? And trying to cover their tracks? Why do they operate at night? What is all that heavy work going on at all hours? It has suddenly stopped. Makes us go "hmm" and then we get the notice of petition of special exception.

Hmmm.

Road stress due to heavy loads travelling nonstop, one after the other would cause higher road tax? To keep our roads passable for us. Our taxes go up then? To pay for the damage their dump trucks cause? That isn't going to go over well with crop growers, ranchers and horse farmers.

As a tax payer and lover of Levy County, please deny this harvesting of peace, tranquility and assault on our water table levels as well as promised rise in road taxes to pay for the road damage.

Linda Klock

3431 NE 100th Ave.

Bronson, Fl 32621

850-866-8199

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Vicki Wilson [REDACTED]

Planning and zoning dept Petition No SE23-01

Vicki Wilson [REDACTED]
To: Vicki Wilson [REDACTED]

Fri, Apr 21, 2023 at 4:55 PM

We have received notice for special exception for major mining operation requested by Ryan Thomas.

We bought our property in 1999 and at that time the parcels subject for discussion were Dean properties with A/RR zoning ..Same as us. This was an important factor in our purchase.

The current request for exception is not acceptable. This is an attempt to change a rural residential area into a commercial property that would only benefit one party.
This is not acceptable.

Sand mining is not a friendly neighbor. How would it affect our aquifer? Our peaceful country side?

There are three veterans organizations in our area. If explosives are used how are those with post traumatic stress disorder going to handle it?
This is also a sandhill/scrub area which has specific floral and wildlife.

Traffic, (commercial equipment) noise, and water/well contamination are all reasons to not allow this business.

I do not believe a new owner has the right to push the current zoning regulations because they do not fit their purpose.
No exceptions should be made.

Vicki and Dennis Wilson
127th court



LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

Planning and Zoning Department
320 Mongo Street
Bronson, Florida 32621
Office (352) 486-5203/LCPZ@levycounty.org

NOTICE OF PUBLIC MEETING FOR THE PETITION OF SPECIAL EXCEPTION

April 12, 2023

PETITION NO SE 23-01: Ryan Thomas for 3RT Sand Mine. Requesting a Special Exception for a major mining operation pursuant to Sec. 50-719 Mining and excavation of minerals, resources, or natural resources, and site reclamation of the Levy County Land Development Code to allow a sand mine on approximately 400 acres of land located in Section 35, Township 12 S, Range 17 E, Levy County Florida. These parcels are located in Agriculture/Rural Residential (A/RR) Land Use and Zoning district. Parcel Number(s) 0359701600, 0359700400, 0359700000 and 0359700300.

Dear Property Owner:

This notice has been mailed to you because the proposal for this petition is located on property within two (2) miles of property you own, according to the latest tax roll available. This notice is also provided through advertisements in the Levy County Citizen and other appropriate publications, and signage on the proposed amendment site.

The *Levy County Planning Commission* will hold a PUBLIC HEARING on **Monday, May 1, 2023 at 5:45 pm** in the Levy County Government Center Auditorium, 310 School Street, Bronson, FL.

You are encouraged to attend the above mentioned meeting in order to provide comments to the *Levy County Planning Commission*. If you or your authorized representative cannot be in attendance, you may submit your comments in writing to the Planning and Zoning Department prior to the date of the Public Hearing.

Should you have any questions regarding this petition or the process, contact the Planning and Zoning Department at (352) 486-5203.

Sincerely,

Stacey Hectus
Planning and Zoning Director

I oppose ANY location of sand pit or gravel pit within 4 miles of my property. Please!

*Zoskany Mahan
23-12-17- Oak Ridge Estates
lot 1 Block 68*

*To keep informed of any upcoming meetings on this or any other items, please sign up on our website at www.levycounty.org or go to the direct link to subscribe: <https://meetings.municode.com/subscribe/index?cc=levyfl>

Oak Ridge Estates

1/23/2023

Dear Stacey Hectors,

Receiving your letter of April 12 was beyond disturbing - to say the least.

This request for a mining operation is just plain wrong.

Over air, road, noise & light pollution will go beyond all tolerance.

Water table is only 30 ft. down. We are on well water here - THIS SHOULD NOT BE ALLOWED!

That machinery makes dust or racket - THE DECIBEL LEVEL WILL EXCEED & GO OVER LIMITS.

The silica dust flying around creates so cancer causing fumes - THAT WILL CAUSE HEALTH ISSUES

Traveling 27 will be so might
it will be spammed.

up. THE TRUCKS ARE HUGE - AND THEY CAUSE A LOT OF ACCIDENTS - ALOT!

I lived in Key Largo for 2 yrs (---); And I experienced all the "JOY" of their operation while driving to and from Glades City to work.

You do not want ~~me~~ RYAN THOMAS to do this in any way. Shop, farm, or index!

PLEASE DO NOT ALLOW THIS TO HAPPEN. MY 1ST HOME, BOUGHT AND PAID FOR - MY RETIREMENT HOME - PLEASE STOP THIS FROM TAKING AWAY ALL I WORKED FOR.

Stacey,

Susan J Wood



Susan Wood
5311 N.E. 133rd Ave.
Williston, FL 32696-6072

Dear Planning and Zoning Commission,

I am writing in response to the letter I received of the proposed 3RT Sand Mine located in Section 35, Township 12 S, Range 17 E in Levy County Florida.

I would like to urge you to deny this Special Exemption. I am a life long Floridan and have seen many changes over the years. Bronson has been my home for over 5 years now and I love the peace and quiet that it offers. This proposed Sand Mine is very close to my home and I fear that I will hear constant heavy equipment all day long. I also fear the heavy dump truck traffic just a few short blocks from me, not to mention CR337, 27 and 102. How much extra damage would this cause to our roads? This Sand Mine would be a burden and a constant nuisance for those of us that live near by.

I would kindly request that you vote against this Special Exemption.

Thank you,

Shane Kinkead
5251 NE 103rd Terrace
Bronson, Florida 32621



Dear Planning and Zoning Commission,

I am writing in response to the letter I received of the proposed 3RT Sand Mine located in Section 35, Township 12 S, Range 17 E in Levy County Florida.

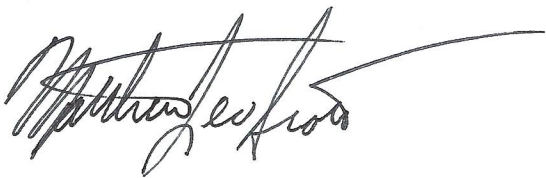
I urge you to deny this Special Exemption request. As a life long 6th Generation Floridian from Pinellas County, I have seen the exponential growth that can occur. Levy County has been my home for over 12 years now and I am starting to see the same growth I once saw in Pinellas County in the 1980's. Pinellas County is now miserable and unrecognizable, I am fortunate that I was able to leave it for the peace and quiet Bronson and Levy County offer. I fear that this Mine will greatly disturb that peace and quiet and further the development of our area. Large equipment and the constant dump truck traffic would be devastating to our local farms, residences and roads.

Let's keep Bronson and Levy County Beautiful.

Thank you,

Matthew Leo Scott
9690 NE 35th Street
Bronson, Florida 32621

Mailing Address:
Matthew Leo Scott
P.O. Box 1463
Bronson, Florida 32621

A handwritten signature in black ink, appearing to read "Matthew Leo Scott", with a long horizontal flourish extending to the right.

April 20th 2023

Attention Levy County Planning Commission,

It is Indicrous to plan a Major Mining Operation so near Public Housing!

I own property right near this area and I am very upset with this situation. What are you ALL thinking, this plan is WRONG!

Don't let this happen!!

Ellen Nussbaum (property owner Levy County)

Levy Planning

From: Ali Tretheway
Sent: Monday, May 1, 2023 8:39 AM
To: Levy County Commission District 1; Levy County Commission District 2; Levy County Commission District 3; Levy County Commission District 4; Levy County Commission District 5
Cc: Stacey Hectus; Wilbur Dean; Levy Planning
Subject: FW: Public Comment Form

Please see the below public comment for the Planning Commission meeting tonight.

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Cell: 352-441-0964
Phone: 352-486-5218, Ext 2
Fax: 352-486-5167

Connect with Levy County:



Under Florida law, email addresses are public records. Your e-mail communications may therefore be subject to public disclosure. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, you may contact this office by phone. The information contained in this email may be privileged and confidential information intended only for the entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, copying or taking action in reliance upon this email is strictly prohibited. If you have received this email in error, please immediately notify the sender and delete this email entirely.

From: noreply@revize.com <noreply@revize.com>
Sent: Friday, April 28, 2023 7:19 PM
To: LevyBOCC <levybocc@levycounty.org>
Cc: Ali Tretheway <tretheway-ali@levycounty.org>
Subject: Public Comment Form

First-and-Last-Name = Robert Arnold
Organization-Name-if-applicable =
Address- = 10930 ne 85 st
City = Bronson
State = Florida
PostZip-Code = 32621
Email = robertvarnold@gmail.com
Meeting-Date = May 1, 2023
Agenda-Item-if-applicable =

Comment = The proposed exemption to allow a sand mine under 50-719 should require environmental studies as the area in question is residential. I question if there have been studies to verify that there would not be negative impacts to our water in the aquifer. As citizens in this area, we must protect and preserve our rural communities.
Client IP = 172.59.65.177

Levy Planning

From: Ali Tretheway
Sent: Friday, April 28, 2023 4:10 PM
To: Levy County Commission District 1; Levy County Commission District 2; Levy County Commission District 3; Levy County Commission District 4; Levy County Commission District 5
Cc: Stacey Hectus; Levy Planning; Wilbur Dean
Subject: FW: Public Comment Form

This is for your meeting on May 1st.

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Cell: 352-441-0964
Phone: 352-486-5218, Ext 2
Fax: 352-486-5167

Connect with Levy County:



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From: noreply@revize.com <noreply@revize.com>
Sent: Friday, April 28, 2023 4:09 PM
To: LevyBOCC <levybocc@levycounty.org>
Cc: Ali Tretheway <tretheway-ali@levycounty.org>
Subject: Public Comment Form

First-and-Last-Name = Robin dvorshak
Organization-Name-if-applicable = Land owner
Address- = 135th Ave and 43rd land
City = Williston
State = FL
PostZip-Code = 32696
Email = dvorshak@msn.com
Meeting-Date = May 1st 2023
Agenda-Item-if-applicable = Petition no Se 23-01

Comment = We opposed to the petition No SE 23-01 because of the air pollution it may cause Sand mining from rivers and marine ecosystems, leads to "significant environmental impacts, including coastal and river erosion, shrinking deltas, land-use changes, air pollution, salinization of coastal aquifers and groundwater reserves, threats to freshwater and marine fisheries and biodiversity as well as lots of traffic in the area.. people move to this area for less traffic, the cleaner environment and the peacefulness... Thank you
Client IP = 107.216.133.133

Planning and Zoning Department
320 Mongo Street
Bronson, FL 32621

Levy County Planning Commission,

April 27, 2023

We are writing this letter to express our strong opposition in regards to PETITION NO SE 23-01, the request for a special exception for a major mining operation. We would also like to voice our legal standing in this issue should it be permitted. We feel as property owners on the border of two of four of these mentioned parcels, that this mining operation will have a direct impact on our land from possible land erosion, the dangers/effects that it will bring to the natural habitat, noise pollution, and air and water quality. Not to mention the possible decrease of our property value and use being this close to a mining site.

With mining, the possibility of land erosion and the natural habitat effects to my property and surrounding areas is very probable. As with all erosion, it also disturbs existing plant life and habitat that is in direct contact. This area is very well known for the gopher tortoise. How will this effect their populations? They are currently protected under state law. Will this exception exclude them from the law as well? From my understanding, as a lifetime Florida resident, any land clearing or development being executed must file for permits before capturing and relocating this species. Is the FWC also aware of this petition? Have they been notified of this proposed operation? These parcels also border an agricultural research center. How will they and future agricultural be effected by this mining.

With heavy industrial activities, the probability of noise pollution is very high. The equipment being used alone produces a considerable amount of noise to be disruptive to the peacefulness that this area brings. Not to mention the extra roads and large vehicles that will be going in and out of this operation. All of which have a major environmental impact. We have lived in many areas of Florida and specifically purchased our property with the noise levels in mind. The tranquility of nature that surrounds us is what brought us here. The parcels in question directly border our property. There is no doubt in our minds that we will be impacted by this decision.

With strip mining, the probability of air and water pollution is also very high. Excavation of minerals requires digging, which produces dust. Again, our property directly borders these parcels. We, in no way desire to breathe in the dust/particulates that will inherently be created when digging into the ground. Will there be any types of buffers put up in our area to avoid this dust from being dispersed into our neighboring property? Will we now have layers of sand covering our homes and vehicles. What about the wildlife? Will they also have to breathe in the polluted air? We are closely located to Goethe State Forest. How will this mining effect the natural habitat in that area? Air quality is a concern for many residents as new development is always occurring. This operation will create more of a local issue for the surrounding residents and habitat. The amount of minerals in the dust and particulates created, can cause breathing issues for all those closely effected whether human or animal. Possible water pollution can also occur through mining due to collapse of the water table. Will this have an effect on our local springs?

Our property value is most likely to decrease in the event of the approval of this exception as well. Many people purchase in this area to be able to homestead on their property. With all that is proposed, we feel that our equity in our personal properties will diminish. Not to mention the fact that all the noise and constant disruption of our ground area with mining will effect any possibility of having livestock that could be part of our own homesteading dream. Who would desire to live next to a mining operation that is constantly creating a disruption to our daily lives?

Again, as residents directly bordering this location being petitioned, we highly oppose this petition from moving forward. The direct effects from this will be detrimental to our personal well being and lifestyles. If any damages occur resulting from the approval of this petition, we will be seeking judicial relief according to our rights as property owners.

Thank you for your continued service and support for our community.

Best regards,

Jeff Godoy
Monica Torres

Parcel ID# 0359700900

1869 se 19 st.
Homestead, FL 33035

Levy County, FL

Layers Map Search Results Report Select List Select Search Select Results Home

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- Commission Districts
- School Board Districts
- Food Hazard Areas
- Fire Stations and Risks
- City Limits
- Water
- County Outlines
- 2022 Aerial Photos
- 2019 Aerial Photos
- 2012 Aerial Photos

Parcel ID: 025970090

Property Use: 0000-VAC LAND

Tracing District: 000 FLORIDA W/TMS

Area: 16.1

Physical Address: 00000 ZEFF J 2800 SE 27TH ST

Mailing Address: 00000 ZEFF J 2800 SE 27TH ST HOMESTEAD FL 33075

Building Value: \$0

Extra Feature Value: \$0

Market Land Value: \$40,076

Ag Land Value: \$40,076

Just Value: \$40,076

Assessed Value: \$40,076

Taxable Value: \$40,076

List 2 Sales

Date	Price	Reason	Qual
9/8/2021	\$22,000.00	0	
1/12/2007	\$22,000.00	10	U

Results:

Parcel ID: 035970090

Owner: 00000 ZEFF J TORRES MONICAL

Area: 20.1

Property Use: 0000-VAC LAND

Sale Date: 4/8/2021

Sale Price: 75000

View Report/Details

Levy County, FL

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- School Board Districts
- Food Hazard Areas
- Fire Stations and Risks
- City Limits
- Water
- County Outlines
- 2022 Aerial Photos
- 2019 Aerial Photos
- 2012 Aerial Photos

Parcel ID: 025970600

Property Use: 0200-RESID R3S

Tracing District: 000 FLORIDA W/TMS

Area: 0.0

Physical Address: THOMAS RYAN 11815 NE 35TH ST

Mailing Address: THOMAS RYAN 11815 NE 35TH ST BRONSON FL 32023

Building Value: \$0

Extra Feature Value: \$0

Market Land Value: \$200,300

Ag Land Value: \$20,190

Just Value: \$220,490

Assessed Value: \$22,190

Taxable Value: \$22,190

List 2 Sales

Date	Price	Reason	Qual
4/1/2015	\$420,000.00	0	
N/A	0	N/A	N/A

Results:

Parcel ID: 025970600

Owner: THOMAS RYAN

Area: 3.0

Property Use: 4300- PASTURE

Sale Date: 4/1/2015

Sale Price: 420000

View Report/Details

Parcel ID: 025970000

Owner: THOMAS RYAN

Area: 125

Property Use: 5200- CROPLAND

Sale Date: 12/1/2004

Sale Price: 130400

View Report/Details

Parcel ID: 025970300

Owner: THOMAS RYAN

Area: 4.0

Property Use: 5200- CROPLAND

Sale Date: 12/1/2004

Sale Price: 130400

View Report/Details

Parcel ID: 025970400

Owner: THOMAS RYAN

Area: 14.0

Property Use: 4300- PASTURE

Sale Date: 1/1/2005

Sale Price: 230000

View Report/Details

Parcel ID: 025940000

Owner: THOMAS RYAN

Area: 4.0

Property Use: 5200- CROPLAND

Sale Date: 4/1/2008

Sale Price: 220000

View Report/Details

4/26/23

Levy County
Planning and Zoning Dept
320 Mongo Street
Bronson, FL 32621

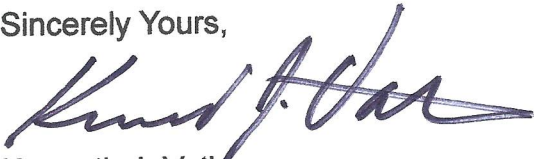
Re: Petition No SE 23-01 – 3RT Sand Mine Operation

To whom it may concern;

As I am unable to attend the public hearing in person, may this letter serve as an adamant 'No' to the Request of a Special Exception for a major mining operation to be allowed in the designated area.

I am not only concerned about property values, but the effect such an operation can have on the environment, disappearing green space and the water supply for existing residents and our future generations.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Kenneth J. Vathauer". The signature is fluid and cursive, with a large initial "K" and "V".

Kenneth J. Vathauer
Parcel ID1641700000

Philip Porter

4451 NE County Road 337
Bronson Florida 32621

June 1, 2023

Stacey Hectus
Director, Planning and Zoning
320 Mongo St.
Bronson, Florida 32621

Dear Director Hectus,

RE: Petition No SE 23-01

Since January 2023 massive amounts of sand have been removed from a sand pit on land owned by Thomas Lee Aquilla Jr which sits on parcel 03606000000. Hundreds of dump trucks have been hauling sand out of that pit daily. They enter and exit the pit from NE 40th St onto CR 337. This land is zoned pasture II. Recently it has stopped and things have returned to normal. However, now there is a proposed zoning change to allow a major mining operation.

Mr. Aquilla is a direct neighbor of Ryan Thomas. Mr. Thomas is the owner of the mining co that has requested a zoning change to mine nearby parcels of agricultural land. The proposed ingress/egress is by NE 30th St. to CR 337. These are not small dump trucks. What's even worse is they gear up and down right in front of my house. This activity continued from dawn to dusk. Every time one passes it rumbles the ground, shakes the house and rattles the windows. My dogs were in continuous distress. This is not an exaggeration. The extremity of this nuisance is akin to torture.

I bought my property for the ambiance of a rural setting and based in part on the zoning of residential/agricultural. I only have a limited time left and I want to spend it communing with nature not with dump trucks. This will not stand. If I have to take legal action I will. If I have to move, I will expect compensation for losses and expense.

Further, there appears to be misinformation spreading online and by word of mouth, that the purpose of the zoning change is only to allow Mr.

Thomas to level his land for farming purposes. This would appear to be a total fabrication. If the source of this fabrication has any connection to those requesting this zoning change, this may constitute fraud. It may be used to quell dissent.

Both of these individuals have and/or are engaging in a commercial activity without paying the true cost of that activity. They want others to bear the costs of the externalities. Essentially, They want others to subsidize their business without compensation. Their activities have changed a pastoral environment to a toxic one.

In summary: I oppose this petition.

Sincerely yours,



Philip Porter

Levy County
Board of County Commissioners
Levy County, Florida 32621

To all commissioners:

June 21, 2023

This is in regards to the proposed 3RT Sand Mine on 400 acres of land located in Section 35, Township 12, Range 17E, Levy county Florida. Parcel numbers as follows 0359700000, 0359700300, 0359700400, and 0359701600.

As a taxpaying citizen of Levy County, I do not feel this proposed operation in this rural neighborhood would be in any way beneficial to Levy County as the minerals excavated would more than likely be shipped out of the county.

I feel it would be a detriment to our quiet neighborhood, and a danger to the children who live here as they would be drawn to it for a place to run their four wheelers and mini bikes. We all know fences would not keep them out.

Sand pits are known to be 50 to 70 feet deep which concerns me in respect to the water wells in the area with a possibility of contamination.

I also would like to know how an operation of this kind would affect the environment in the immediate area in respect to noise pollution, air quality and soil contamination.

Sincerely,



Cheryl A. Skelly
5491 N.E. 103 Terrace
Bronson, Florida 32621
C/planning and zoning department

Levy Planning Zoning

From: Andy Howell <andy.howell@alachuaastronomyclub.org>
Sent: Tuesday, June 27, 2023 2:47 PM
To: Levy Planning Zoning
Cc: Terry Smiljanich; Reyes, Francisco J.; Francisco Reyes; Alachua Astronomy Club, Inc.; trianaa@ufl.edu
Subject: Issues related to the proposed sand mine adjacent to Rosemary Hill Observatory

With all due respect, the proposal to place a sand mine next to an astronomical observatory operated by the University of Florida raises many questions. These include (1) the effects of blown sand and dust that settle upon delicate astronomical optics, (2) the effects of possible nighttime operations upon light pollution that interferes with spectroscopy and astronomical imaging, and (3) the constant movement of heavy vehicles which may cause ground shaking that is greatly magnified by telescopic optics.

Levy County is one of the few dark sky places remaining in the state of Florida. It would be a real shame to lose this precious resource and the scientific research & educational programs conducted at the University of Florida's Rosemary Hill Observatory.

Best,

J. Andreas (Andy) Howell
Treasurer
Alachua Astronomy Club, Inc.
m: 352-359-1539
Email: andy.howell@alachuaastronomyclub.org

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Levy Planning

From: Stacey Hectus
Sent: Thursday, June 29, 2023 9:51 AM
To: Levy Planning
Subject: FW: Public Comment Form

Please save and print for PC and place in file. I am not sure what rezoning and variance is being asked for???

Thank you,
Stacey

Stacey Hectus
Planning and Zoning Director
Levy County Planning and Zoning Department
352-486-5203

You can now subscribe to receive Board Meeting Documentation click [here](#).

Please call before coming into the office, with a shortage in staffing, our office hours may be altered.
LAND DIVISION OR COMPLEX USE INQUIRIES REQUIRE AN APPOINTMENT.

(If in a subdivision, please check Deed Restrictions/Covenants with the Clerk of Courts: 352-486-5266 or levyclerk.com)



From: Ali Tretheway <tretheway-ali@levycounty.org>
Sent: Wednesday, June 28, 2023 11:44 AM
To: Levy County Commission District 1 <district1@levycounty.org>; Levy County Commission District 2 <district2@levycounty.org>; Levy County Commission District 3 <district3@levycounty.org>; Levy County Commission District 4 <district4@levycounty.org>; Levy County Commission District 5 <district5@levycounty.org>
Cc: Wilbur Dean <dean-wilbur@levycounty.org>; Stacey Hectus <hectus-stacey@levycounty.org>; Levy County Attorney <LevyCountyAttorney@levycounty.org>
Subject: FW: Public Comment Form

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator

Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Cell: 352-441-0964
Phone: 352-486-5218, Ext 2
Fax: 352-486-5167

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From: noreply@revize.com <noreply@revize.com>
Sent: Wednesday, June 28, 2023 11:38 AM
To: LevyBOCC <levybocc@levycounty.org>
Cc: Ali Tretheway <tretheway-ali@levycounty.org>
Subject: Public Comment Form

First-and-Last-Name = Glen Garner
Organization-Name-if-applicable = Glen Garner & Associates, Inc
Address- = PO Box 443
City = Bronson
State = FL
PostZip-Code = 32621
Email = gg0859@aol.com
Meeting-Date = July 10, 2023 regular meeting.

Agenda-Item-if-applicable = PETITION NO SE 23-01: Ryan Thomas for 3RT Sand Mine
Comment = Letter of Opposition to Proposed Rezoning and Development PETITION NO SE 23-01: Ryan Thomas for 3RT Sand Mine. Requesting a Special Exception for a major mining operation; Mining and excavation of minerals, or natural resources.LEVY COUNTY BOARD OF COUNTY COMMISSIONERS:I am writing with regard to my strong opposing view to the proposed rezoning and requested variances associated with the Ryan Thomas for 3RT Sand Mine, on approximately 1,100 acres (includes mine property and access to CR 337) of land located in Section 35, Township 12 S, Range 17 E, Levy County Florida. (approx. 3 miles south of the Town of Bronson).THE ISSUE: Ryan Thomas for 3RT Sand Mine. Requesting a Special Exception for a major mining operation pursuant to Sec. 50-719; on approximately 1,100 acres. These parcels are located in Agriculture/Rural Residential (A/RR) Land Use and Zoning district. To accomplish the proposed plan the Applicant requires several variances to Land Development Codes. The rezoning and variance requests are inconsistent with the County's Comprehensive Plan, Levy County Land Development Codes.As an impacted agriculture property owner & homeowner, I have substantial concerns regarding the proposed rezoning for the following reasons: 1. Heavy Industrial Sand mining is the world's largest mining endeavor, responsible for 85 percent of all mineral extraction. It is also the least regulated, and quite possibly the most corrupt and environmentally destructive. (The Hidden Environmental Toll of Mining the World's Sand –

<https://url.avanan.click/v2/> <https://e360.yale.edu/features/the-hidden-environmental-toll-of-mining-the-worlds-sand>

[2](#) .YXAzOmxldnljbGVyazphOm86NWUwNDVjZmEzMGUwYWFhYmFjMWQ1MDM3YTgzZGM5ZDg6NjoxZDAyOjZiOGJkYWJjZGM5NWUyZmZIMGY2YWQ5YzliMjMyYjQ4YjJiNmE5MTQ3NjA2MjdiZDFINmQ1NjYxZDM0ZWMyZGQ6dDpU. Natural Hazard Mitigation - The rezoning request is inconsistent with the county’s goals and objectives to protect the public health, safety, and welfare of those in high-risk areas as laid out in Comprehensive Plan 3. “Most Central Florida sand mines are relatively deep. Thicknesses of typical deposits range from 50 to 70 feet. And most of the area's sand mines are located in areas where water tables are relatively shallow...Removal of water from the mine pits draws down adjacent water table elevations, which may adversely affect nearby environmental features,” (<https://url.avanan.click/v2/> <https://segs.org/wp-content/uploads/2010/01/SEGS-Guidebook-70.pdf>)

[Deaths](#) .YXAzOmxldnljbGVyazphOm86NWUwNDVjZmEzMGUwYWFhYmFjMWQ1MDM3YTgzZGM5ZDg6NjplZGI2OmQ2OWE0MGI5YzQ1YzQ3NTIzNzEzYTJiZjQ1YzZm0ZmNmMTUyNzYxY2ZmYzE3MzlyZTk0ZmU5ZDc3MTY4ZmRjZTM6dDpU of 3 Florida girls prompt drive to fill in the pit To 11-year-old Mitchell Bass and his friends, the unfenced pit the size of a city block near his home was a cool place to ride their bikes, climb and hunt for treasure amid the trash. To adults in the neighborhood, it was a tragedy waiting to happen. The yawning hole became a death trap on Sunday when a 20-foot-high ledge collapsed during a rainstorm, burying Mitchell and three friends who had taken cover. Only Mitchell survived.

(<https://url.avanan.click/v2/> <https://www.deseret.com/1998/8/14/19396448/deaths-of-3-florida-girls-prompt-drive-to-fill-in-pit>)

[Question:](#) .YXAzOmxldnljbGVyazphOm86NWUwNDVjZmEzMGUwYWFhYmFjMWQ1MDM3YTgzZGM5ZDg6NjowNWQwOjQzZjJhNjcyNjQyZGI3MGNiNGM3YmNhODk1Y2I1NTA4ZDJhYmJnN2YyZGQwMGE5MzY2YWFjYWUwZmUwYTFjY2Q6dDpU Would the Levy County Commissioners create an ordinance mandating annual pit inspections and fencing to keep people out and provide oversight of the completion of the reclamation process of the site?

4. Environmental Impact - The rezoning request is also inconsistent with Comprehensive Plan and Future Land Use Map. Refer to the adopted Levy County Comprehensive Plan for applicable goals, objectives, and policies. 5. Sand mining is a global environmental crisis After water, sand is the most consumed natural resource in the world. It has come to a point where sand is called “the new gold” and the indiscriminate extraction of this new gold is destroying physical and biological environments all over the world (Barton N. and Mini G., 2013). “...air qualities are severely degraded by fuel/oil spills and exhaust fumes respectively from the machinery that is used for excavation and transport. This pollution affects ... plants, animals, and humans (Lawal, 2011; Padmalal et al., 2008). 6. Proposed “Sandpit” adds to water supply concerns St Petersburg director of Utilities recently wrote: “...the likelihood that the pit would: affect the flow of surface water to nearby wetlands, threaten city production wells with the potential to pollute the aquifer, affect groundwater levels downhill from the pit and change surface flow patterns that could affect wetland and groundwater recharge areas”.

(<https://url.avanan.click/v2/> <https://www.tampabay.com/archive/1996/02/01/proposed-borrow-pit-adds-to-water-supply-concerns/>)

[“may](#) .YXAzOmxldnljbGVyazphOm86NWUwNDVjZmEzMGUwYWFhYmFjMWQ1MDM3YTgzZGM5ZDg6Njo2MGM5OmZkYzRmNjZlZWM5OTcyNzZmY2EwYjk3OWExM2UzYmYwYTI0ZmExMTYyN2RiYmYwZDg4ZjFIZTE0NWE3ZjRjMmQ6dDpU cause adverse impacts on the natural environment and public health, safety, and general welfare of its residents.” Recently: Neighbors complain, dozens of loud, heavy trucks have been hauling sand for weeks from the described property without a mining permit. “The dust is endless,” Local neighbors are on well water. All worry their wells will be compromised with a disruption to the water table from all the digging. The heavy truck traffic from this location – appeared heading out of the county for major cities for their construction requirements. (Resulting in no local benefit from this sand mining pit)

Question: Will this Mining Permit be required to obtain and file a (State 404) permit for reclamation, and environmental resource/stormwater management? 7. Traffic Impact –The Applicant has NOT submitted sufficient transportation analysis to demonstrate that there is adequate capacity on the surrounding roadway network to support the proposed Ryan Thomas for 3RT Sand Mine without requiring off-site improvements. Transportation Safety Center 2020 – Levy County Reports: CR-337 traverses an area that is largely rural with

some scattered residential and occasional business land uses. The road is mostly straight with occasional curves. There are occasional driveways and intersections. There are at least two locations where potential “visual traps” (locations where the rolling terrain obstructs the view of the road ahead) have been identified. One is a curve just south of the intersection with CR-343; the other is at the southbound approach to the intersection with CR-326. Fatal crashes at both of these locations appear to be associated with difficulty the driver had in recognizing the conditions of the roadway ahead. (<https://url.avanan.click/v2/> <https://techtransfer.ce.ufl.edu/wp-content/uploads/2021/04/TSC-2019-2020-LevySafetyStudy-Finalv2.pdf> .YXAzOmxldnljbGVyazphOm86NWUwNDVjZmEzMGUwYWVhYmFjMWQ1MDM3YTgzZGM5ZDg6Njo3NWVmOmVhOWJiMzNmNmI0NTk3ODlmZGZiZTRiZGIyMjFjYWExNDM4OTk2OGU3ZjNkZjRmYjFiM2RlMmM3Njk4Y2M3NTk6dDpU --- page 43) The Applicant has NOT submitted a sufficient analysis to demonstrate that there are adequate documents that the special exception meets all of the applicable requirements, criteria, and standards and that the granting of the special exception will not create a hardship upon adjacent properties as they are currently being used or as they may be used in the future in accordance with the uses allowed in their respective land use map designations and zoning districts. (Sec. 50-816. – Compliance)For the aforementioned reasons, I respectfully request that you OPPOSE Ryan Thomas for the 3RT Sand Mine rezoning request - The intended use will cause substantial injury to the value of other property in the neighborhood where it is to be located.Finally, the proposed use is inconsistent with the protection of agriculture and natural resources, per Levy County Comprehensive Plan Chapter 163, F.S.(PETITION NO SE 23-01: Ryan Thomas for 3RT Sand Mine.) at the July 10, 2023, regular meeting. Respectfully, Glen GarnerPO Box 4434251 NE 107th CT, Bronson, FL 32621
Client IP = 107.115.147.116

Re: Petition No. SE 23-01, Ryan Thomas for 3RT Sand Mine
Public Hearing, July 10, 2023 at 5:45 p.m.

July 4, 2023

Dear Commissioners:

I am writing as a member of the Alachua Astronomy Club, a 180-member not-for-profit organization of amateur astronomers and enthusiasts.

For several years the Astronomy Department of the University of Florida has made its Rosemary Hill Observatory site available to club members for nighttime observing through telescopes because of its very dark skies. Dark skies are increasingly becoming rare in North Central Florida due to development in the Gainesville area and beyond, and the Rosemary Hill site is a real treasure.

I am concerned that mining activities in close proximity to telescopes used at the site will increase dust and sand in the air, thus doing serious damage to the delicate optics in such telescopes. The University of Florida has invested considerable money in obtaining and maintaining its equipment there, and many of our club members also use expensive astronomical instruments. Also, any night lighting will be considerably detrimental to use of this site.

The proposed Sand Mine which is the subject of Petition No. SE 23-01 is concerning to me. These proposed activities would be adjacent to and almost surround the Rosemary Hill Observatory site. I urge the Commission to look carefully at the potential degradation of the Rosemary Hill site. I hope that the Commission makes sure, if the permit is granted, that air pollution mitigation efforts be maximized, and prohibitions against any and all lighting during nighttime hours should be a part of any permit. Every effort should be made to safeguard this important research and educational facility.

Thank you for allowing me to express my serious concerns regarding this permit.

Sincerely,

David J. Froiseth

David J. Froiseth
Vice President
Alachua Astronomy Club

Levy Planning

From: Levy Planning Zoning
Sent: Wednesday, July 5, 2023 9:19 AM
To: Levy Planning
Subject: FW: Rosemary Hill Observatory and Sand Mine petition

Follow Up Flag: Follow up
Due By: Wednesday, July 5, 2023 4:00 PM
Flag Status: Flagged

Nicki Bailey

Planner I

Levy County Planning and Zoning Department

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From: jeffrey couch <jeffc0347@yahoo.com>
Sent: Wednesday, July 5, 2023 9:16 AM
To: Levy Planning Zoning <LCPZ@levycounty.org>
Subject: Rosemary Hill Observatory and Sand Mine petition

Re: Petition No. SE 23-01, Ryan Thomas for 3RT Sand Mine
Public Hearing, July 10, 2023 at 5:45 p.m.

Dear Commissioners:

I am writing as a member of the Alachua Astronomy Club, a 180 member not-for-profit organization of amateur astronomers and enthusiasts.

For several years the Astronomy Department of the University of Florida has made its Rosemary Hill Observatory site available to club members for nighttime observing through telescopes because of its very dark skies. Dark skies are increasingly becoming rare in North Central Florida due to development in the Gainesville area and beyond, and the Rosemary Hill site is a real treasure.

I am concerned that mining activities in close proximity to telescopes used at the site will increase dust and sand in the air, thus doing serious damage to the delicate optics in such telescopes. The University of Florida has invested considerable money in obtaining and maintaining its equipment there, and many of our club members also use expensive astronomical instruments. Also, any night lighting will be considerably detrimental to use of this site.

The proposed Sand Mine which is the subject of Petition No. SE 23-01 is concerning to me. These proposed activities would be adjacent to and almost surround the Rosemary Hill Observatory site. I urge the Commission to look carefully at the potential degradation of the Rosemary Hill site. I hope that the Commission makes sure, if the permit is granted, that air pollution mitigation efforts be maximized, and prohibitions against any and all lighting during nighttime hours should be a part of any permit. Every effort should be made to safeguard this important research and educational facility.

From the environmental aspect, how will the impact of removing 1,400 cubic yards of material from the sites be addressed? What is the plan to restore the natural beauty of 1100 acres of land and not leave it as a scar akin to strip mining? Will the site just become an open pit subject to wind and rain erosion once the trees and topsoil has been removed? Where is the removed material being transported to? The petition references "construction uses elsewhere". Will those construction uses be of benefit to Levy County and its residents... or to some other entity?

Thank you for allowing me to express my serious concerns regarding this permit.

Sincerely,

Jeffrey Couch
5850 NW 165th St.
Trenton, Fl. 32693

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Levy Planning

From: Levy Planning Zoning
Sent: Wednesday, July 5, 2023 11:20 AM
To: Levy Planning
Subject: FW: Petition No. SE 23-01, Ryan Thomas for 3RT Sand Mine

Nicki Bailey

Planner I

Levy County Planning and Zoning Department

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From: Sydnee O'Donnell <sydneed@outlook.com>
Sent: Wednesday, July 5, 2023 10:26 AM
To: Levy Planning Zoning <LCPZ@levycounty.org>
Subject: Re: Petition No. SE 23-01, Ryan Thomas for 3RT Sand Mine

Dear Commissioners:

I am writing as a member of the Alachua Astronomy Club, a 180 member not-for-profit organization of amateur astronomers and enthusiasts.

For several years the Astronomy Department of the University of Florida has made its Rosemary Hill Observatory site available to club members for nighttime observing through telescopes because of its very dark skies. Dark skies are increasingly

becoming rare in North Central Florida due to development in the Gainesville area and beyond, and the Rosemary Hill site is a real treasure.

I am concerned that mining activities in close proximity to telescopes used at the site will increase dust and sand in the air, thus doing serious damage to the delicate optics in such telescopes. The University of Florida has invested considerable money in obtaining and maintaining its equipment there, and many of our club members also use expensive astronomical instruments. Also, any night lighting will be considerably detrimental to use of this site.

The proposed Sand Mine which is the subject of Petition No. SE 23-01 is concerning to me. These proposed activities would be adjacent to and almost surround the Rosemary Hill Observatory site. I urge the Commission to look carefully at the potential degradation of the Rosemary Hill site. I hope that the Commission makes sure, if the permit is granted, that air pollution mitigation efforts be maximized, and prohibitions against any and all lighting during nighttime hours should be a part of any permit. Every effort should be made to safeguard this important research and educational facility.

Thank you for allowing me to express my serious concerns regarding this permit.

Sincerely,
Sydnee O'Donnell

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Levy Planning

From: Levy Planning Zoning
Sent: Wednesday, July 5, 2023 11:30 AM
To: Levy Planning
Subject: FW: Levy County Planning Commission Petition No. SE 23-01

Nicki Bailey

Planner I

Levy County Planning and Zoning Department

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From: Terry Smiljanich <terry.smiljanich@alachuaastronomyclub.org>
Sent: Wednesday, July 5, 2023 9:23 AM
To: Levy Planning Zoning <LCPZ@levycounty.org>
Cc: Almeyda, Triana <triana@ufl.edu>; Lada, Elizabeth Anne <elada@astro.ufl.edu>; Alachua Astronomy Club, Inc. <board@alachuaastronomyclub.org>
Subject: Levy County Planning Commission Petition No. SE 23-01

Levy County Planning Commission

Re: Petition No. SE 23-01, Ryan Thomas for 3RT Sand Mine

Public Hearing, July 10, 2023 at 5:45 p.m.

Dear Commissioners:

I am writing on behalf of the Alachua Astronomy Club, a 180 member not-for-profit organization of amateur astronomers and enthusiasts in North

Central Florida. I am currently President of the organization.

For several years the Astronomy Department of the University of Florida has made its Rosemary Hill Observatory site available to club members for nighttime observing through telescopes because of its very dark skies. Dark skies are increasingly becoming rare in North Central Florida due to development in the Gainesville area and beyond, and the Rosemary Hill site is a real treasure. Also, the University maintains its own telescopes at the site for research and educational purposes. Dark skies are essential to these efforts, away from light pollution.

In addition, activities in close proximity to telescopes which increase the ambient air particulates (dust and windblown sand) can do serious damage to the delicate optics in such telescopes. The University of Florida has invested considerable money in obtaining and maintaining its equipment there.

The proposed Sand Mine which is the subject of Petition No. SE 23-01 is concerning to us. These proposed activities would be adjacent to and almost surround the Rosemary Hill Observatory site. We urge the Commission to look carefully at the potential degradation of the Rosemary Hill site and facilities. The board, on behalf of the Alachua Astronomy Club, recommends that air pollution mitigation efforts be maximized, and prohibitions against any and all lighting during nighttime hours should be a part of any permit. Every effort should be made to safeguard the pristine sky conditions at the Rosemary Hill site so that the University of Florida Astronomy Department can continue to engage in important research and educational opportunities.

Thank you for allowing us to express our serious concerns regarding this permit.

Sincerely,
Terry Smiljanich
President, Alachua Astronomy Club

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Levy Planning

From: Levy Planning Zoning
Sent: Thursday, July 6, 2023 7:50 AM
To: Levy Planning
Subject: FW: 3RT Mine

Nicki Bailey

Planner I

Levy County Planning and Zoning Department

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From: Karen Schmitt <kschmitt8090@gmail.com>
Sent: Wednesday, July 5, 2023 9:29 PM
To: Levy Planning Zoning <LCPZ@levycounty.org>
Subject:

Plan to dig sand mine near Rosemary Hill Observatory owned by the University of Florida.

I would like to request that the plans for digging a sand mine near Rosemary Hill Observatory be changed to another location. I realize sand mines are needed, but please understand what a problem you will make for the University and other organizations. It is very hard for astronomers and students and other groups to find locations that are dark enough for telescope study. Previous locations now have too much light. Dark sky areas in Florida are becoming extinct. Rosemary Hill is one of the few remaining dark areas in North Florida and the only one close to Gainesville. The Rosemary Hill location has given them a dark enough and clear enough area for astronomical research and training by the University and many other groups. A sand mine would leave particulates in the air

which will invariably badly decrease visibility. Lights from your location would make the area totally unusable. There are a lot more places to dig a sand mine than there are dark sky locations in Florida. You don't realize how important this is as a teaching location for the University of Florida and for other organizations. Please grant our request and find another location for your sand mine. We would be more grateful than you can imagine.

With high hopes,
Karen Schmitt

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Levy Planning

From: Levy Planning Zoning
Sent: Thursday, July 6, 2023 7:50 AM
To: Levy Planning
Subject: FW: New Sand Mine - Not in favor

Nicki Bailey

Planner I

Levy County Planning and Zoning Department

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From: Mary Bennett <mary.bennett77@yahoo.com>
Sent: Wednesday, July 5, 2023 10:10 PM
To: Levy Planning Zoning <LCPZ@levycounty.org>
Subject: New Sand Mine - Not in favor

We have major concerns regarding the possibility of having a sand mine in our area.

Our first thought was our water! We would hate to see our area ruined by such an action.

We moved to this area due to the environment of farm lands, wetlands, the quiet of the area. It is very disheartening at the possibility of a sand mine - the noise, the damage it will do to this area.

We are NOT IN FAVOR! Please do not let it ruin our beautiful area!

Lee and Mary Bennett

5950 NE 107th Court
Bronson, FL 32621
321-243-8598

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Levy Planning

From: Levy Planning Zoning
Sent: Thursday, July 6, 2023 7:51 AM
To: Levy Planning
Subject: FW: Rosemary Hill Observatory

Nicki Bailey

Planner I

Levy County Planning and Zoning Department

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From: Amir M Abdullah <genieboy@hotmail.com>
Sent: Thursday, July 6, 2023 12:06 AM
To: Levy Planning Zoning <LCPZ@levycounty.org>
Subject: Rosemary Hill Observatory

Re: Petition No. SE 23-01, Ryan Thomas for 3RT Sand Mine Public Hearing, July 10, 2023 at 5:45 p.m. Dear Commissioners: I am writing as a member of the Alachua Astronomy Club, a 180 member not-for-profit organization of amateur astronomers and enthusiasts. For several years the Astronomy Department of the University of Florida has made its Rosemary Hill Observatory site available to club members for nighttime observing through telescopes because of its very dark skies. Dark skies are increasingly becoming rare in North Central Florida due to development in the Gainesville area and beyond, and the Rosemary Hill site is a real treasure.

I am concerned that mining activities in close proximity to telescopes used at the site will increase dust and sand in the air, thus doing serious damage to the delicate optics in such telescopes. The

University of Florida has invested considerable money in obtaining and maintaining its equipment there, and many of our club members also use expensive astronomical instruments. Also, any night lighting will be considerably detrimental to use of this site. The proposed Sand Mine which is the subject of Petition No. SE 23-01 is concerning to me. These proposed activities would be adjacent to and almost surround the Rosemary Hill Observatory site. I urge the Commission to look carefully at the potential degradation of the Rosemary Hill site. I hope that the Commission makes sure, if the permit is granted, that air pollution mitigation efforts be maximized, and prohibitions against any and all lighting during nighttime hours should be a part of any permit. Every effort should be made to safeguard this important research and educational facility. Thank you for allowing me to express my serious concerns regarding this permit. Sincerely

Amir M Abdullah

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Levy Planning

From: Levy Planning Zoning
Sent: Thursday, July 6, 2023 8:01 AM
To: Levy Planning
Subject: FW: Proposed sand mine Near Rosemary Hill Observatory in Bronson, Florida

Nicki Bailey
Planner I

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-----Original Message-----

From: Warren Schmitt <rtdsch20@gmail.com>
Sent: Wednesday, July 5, 2023 9:59 PM
To: Levy Planning Zoning <LCPZ@levycounty.org>
Subject: Proposed sand mine Near Rosemary Hill Observatory in Bronson, Florida

Rosemary Hill Observatory is a vital astronomy research and training facility for the University of Florida. It is near the center of the last remaining darkest sky area in North Florida and is the only such site close to Gainesville. We all appreciate the need for construction materials in our growing state but there no shortage of alternate locations to mine sand, our state's most abundant resource but dark skies and clear skies are very rare indeed. The inevitable lingering dust clouds and light pollution from any nearby heavy equipment facility cannot be mitigated effectively. Please select an alternative site for the proposed sand mine and allow the Observatory to continue its mission of research and training the next generation of professional astronomers. Respectfully submitted, Warren Schmitt

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Levy Planning

From: Levy Planning Zoning
Sent: Friday, July 7, 2023 7:47 AM
To: Levy Planning
Subject: FW: Light pollution, Rosemary Observatory

Nicki Bailey

Planner I

Levy County Planning and Zoning Department

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From: Amir M Abdullah <genieboy@hotmail.com>
Sent: Thursday, July 6, 2023 10:47 PM
To: Levy Planning Zoning <LCPZ@levycounty.org>
Subject: Light pollution, Rosemary Observatory

Attention, Levy county Planning Board

Light pollution refers to the excessive or misdirected artificial light produced by human activities that negatively impacts the natural environment. While often overlooked, light pollution poses several dangers to the environment. Here are some of the key concerns:

- **Disruption of ecosystems:** Light pollution disrupts natural ecosystems and ecological processes. Many organisms, including insects, birds, and mammals, rely on natural light cues for navigation, reproduction, feeding patterns, and predator-prey relationships. Artificial light at night can interfere with these natural behaviors, leading to ecological imbalances and potential declines in populations.
- **Altered wildlife behavior:** Nocturnal animals, such as bats and owls, are particularly vulnerable to the effects of light pollution. Artificial lighting can disorient them, making it difficult for them to find food, navigate, or communicate. It can also attract insects, leading to changes in prey availability and disrupting food chains.
- **Disruption of migratory patterns:** Many species, such as birds, turtles, and insects, rely on celestial cues, particularly the night sky, for navigation during migration. Bright city lights can confuse and disorient these animals, causing them to become lost, collide with structures, or fail to reach their intended destinations. This can have significant impacts on breeding, feeding, and overall population dynamics.
- **Impact on ecosystems and biodiversity:** Light pollution can alter the composition and behavior of species in ecosystems. Certain species may thrive in brightly lit areas, while others may be negatively affected or displaced. This can lead to changes in species distributions, reduced biodiversity, and potential ecosystem disruptions.
- **Energy waste and carbon footprint:** Excessive artificial lighting results in wasteful energy consumption. Energy used for outdoor lighting contributes to greenhouse gas emissions and climate change. Reducing light pollution not only benefits the environment but also helps conserve energy and reduce carbon footprints.
- **Astronomical interference:** Light pollution obscures our view of the night sky and hampers astronomical research and observation. It makes it difficult to study celestial objects, interferes with sensitive instruments, and limits the ability to explore and understand the universe. Preserving dark skies is crucial for advancing our knowledge of astronomy and space sciences.

To mitigate the dangers of light pollution, it is important to implement responsible outdoor lighting practices, such as using shielded fixtures to direct light downward, using lower-intensity lighting when appropriate, and employing motion sensors or timers to reduce unnecessary illumination. By raising awareness and taking appropriate measures, we can minimize the adverse effects of light pollution on the environment.

Amir M Abdullah, Member of the Alachua Astronomy club

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Levy Planning

From: Levy Planning Zoning
Sent: Friday, July 7, 2023 10:55 AM
To: Levy Planning
Subject: FW:

Nicki Bailey

Planner I

Levy County Planning and Zoning Department

[Check out our new maps!](#)

Please email before coming into the office, with a shortage in staffing, our office hours may be altered. COMPLEX USE INQUIRIES REQUIRE AN APPOINTMENT.

Sign up for Commissioner Meeting updates [here](#). If in a subdivision, please check Deed Restrictions/Covenants with the Clerk of Courts: 352-486-5266 or levyclerk.com.



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From: Florida Explorer <gregtaylor842@gmail.com>
Sent: Friday, July 7, 2023 10:30 AM
To: Levy Planning Zoning <LCPZ@levycounty.org>
Subject:

We do not want a sand mine near our house. Why would anyone other than the owner and family of the owner want a sand mine in a mostly residential zone? We Say No To A Sand mine. Thanks

Gregory Taylor

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Levy Planning

From: Ali Tretheway
Sent: Monday, July 10, 2023 9:19 AM
To: Levy County Commission District 1; Levy County Commission District 2; Levy County Commission District 3; Levy County Commission District 4; Levy County Commission District 5
Cc: Levy Planning; Stacey Hectus; Wilbur Dean
Subject: FW: Public Comment Form

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Cell: 352-441-0964
Phone: 352-486-5218, Ext 2
Fax: 352-486-5167

Connect with Levy County:



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From: noreply@revize.com <noreply@revize.com>
Sent: Monday, July 10, 2023 8:32 AM
To: LevyBOCC <levybocc@levycounty.org>
Cc: Ali Tretheway <tretheway-ali@levycounty.org>
Subject: Public Comment Form

First-and-Last-Name = Aggie Meece
Organization-Name-if-applicable =
Address- = 11850 NE 50th Street
City = Bronson
State = Florida
PostZip-Code = 32621
Email = aggieat32621@aol.com
Meeting-Date = July 10, 2023
Agenda-Item-if-applicable = Petition No. SE 23-01

Comment = At the planning meeting on July 10th, I would like to briefly speak on the issue of rezoning a 400 acre tract from agricultural/rural residential to allow for a mining operation. This rezoning has been requested by Mr. Ryan Thomas. My 20 acre property would be directly affected by this mining operation as the 400 acres in question is directly south of me. We share a property line. If I am unable to speak, may it please be noted that I am in opposition to the establishment of mining operation. Mining should not be allowed in agricultural/rural residential areas. 400 acres is a HUGE area to mine. The sheer size of the proposed mine would impact hundreds of properties. Will there be blasting? If so, blasting will have negative impacts on neighboring properties such as damage to foundations and perhaps result in changes to water levels in neighboring wells. It could also contaminate those neighboring wells. Where will the access roads to this mine be located? Wherever they are built, they must be large enough to accommodate the big equipment for digging as well as hauling, etc. This will increase traffic in what is now a quiet, residential area. The vehicles used for mining are not only huge, they are loud as well. The presence of the vehicles and the noise pollution they create will have a very negative impact on the neighborhood. Last but by no means least, this mine will create a monumental eyesore in the middle of what is now a lovely area of softly rolling hills. It will certainly devalue those properties close by the mine. This mine will benefit only Mr. Thomas while causing serious problems for all of us who live near the 400 acres in question. As mentioned earlier, mining should not be permitted in this agricultural/rural residential neighborhood. I strongly urge the please put to good of the many above the desire of one person. Thank you very much for your consideration. Aggie (Agnes) Meece 11850 NE 50th Street Bronson, 32621 954-801-4088
Client IP = 107.77.216.78

Levy Planning

From: Ali Tretheway
Sent: Monday, July 10, 2023 9:22 AM
To: Levy County Commission District 1; Levy County Commission District 2; Levy County Commission District 3; Levy County Commission District 4; Levy County Commission District 5
Cc: Wilbur Dean; Stacey Hectus; Levy Planning
Subject: FW: Public Comment Form

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Cell: 352-441-0964
Phone: 352-486-5218, Ext 2
Fax: 352-486-5167

Connect with Levy County:



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From: noreply@revize.com <noreply@revize.com>
Sent: Friday, July 7, 2023 2:32 PM
To: LevyBOCC <levybocc@levycounty.org>
Cc: Ali Tretheway <tretheway-ali@levycounty.org>
Subject: Public Comment Form

First-and-Last-Name = Melissa Smallwood
Organization-Name-if-applicable =
Address- = 4451 NE County Road
City = Bronson
State = Florida
PostZip-Code = 32621
Email = mbsmallwood@icloud.com
Meeting-Date = 7/10/2023
Agenda-Item-if-applicable = Mine Issues

Comment = I moved to Bronson because of my health issues. Clean air, quiet and peaceful surroundings. I can't stay here if this mine goes through. Silica can be microscopic and causes respiratory distress in people with and without asthma. I have asthma and other health issues. I have had several strokes which have effected the sleep center of my brain. I usually can't sleep at night for that reason and the pain. Sometimes it can be days before my body just collapses and I pass out. Usually that is during the day. I can't sleep with the house widows are shaking. Plus the roar of the noise the dump trucks make. My asthma would be a issue as it has already been tested with dump trucks causing issues for a few months. When I complained suddenly they magically stopped and the 3,000 letters went out. Levy county already has 9 sand mines. Let the Code stand! Deny this request for special exception. I'm against "a major sand mining operation in Residential areas. Dump trucks are hazardous to roads plus the roads aren't wide enough for a dump truck and car. I have had to go of to the side of the road not to be hit. Plus you can expect an increase in traffic accidents. Who is going to be responsible for and maintaining of the roads? Who would pay for the road repairs from this increased amount of truck traffic? 75 loads a day equals 150 total truck trips. What guarantee is there that NONE of these trucks will use 60th street/cr102 to 27? Will a traffic light need to be installed at 337 and 500/27 to accommodate the additional truck traffic? That intersection is already challenging. Many people who came here like myself put every dime that they have into their property. It is their biggest asset and when it is threatened with devaluation that puts us in an unstable state. So just as any property owner has rights to use their property they way they want to they must stay within the codes. But we have the same right to demand protection of the value of our property. if our property loses value will the county be reassessing and reducing our taxes? Or are we just going to have to incur and endure so one person can get rich? If you let this code change happen I can't stay on my property. My health reasons will not allow it. Who will buy all of my property and move me to another piece of property some where else? With all expenses paid plus mental and physical anguish allowances to start all over? Codes should never change in a residential setting that has been in place for a long time. People bought their property based on those codes. This is what this whole thing is about. Codes and Money.

Client IP = 166.198.174.175

Levy Planning

From: Ali Tretheway
Sent: Monday, July 10, 2023 9:25 AM
To: Levy County Commission District 1; Levy County Commission District 2; Levy County Commission District 3; Levy County Commission District 4; Levy County Commission District 5
Cc: Levy Planning; Stacey Hectus; Wilbur Dean
Subject: FW: Public Comment Form

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Cell: 352-441-0964
Phone: 352-486-5218, Ext 2
Fax: 352-486-5167

Connect with Levy County:



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From: noreply@revize.com <noreply@revize.com>
Sent: Thursday, July 6, 2023 10:33 AM
To: LevyBOCC <levybocc@levycounty.org>
Cc: Ali Tretheway <tretheway-ali@levycounty.org>
Subject: Public Comment Form

First-and-Last-Name = Terry Smiljanich
Organization-Name-if-applicable = Alachua Astronomy Club
Address- = 1800 S.W. 35th Pl
City = Gainesville
State = Florida
PostZip-Code = 32608
Email = terry.smiljanich@alachuaastronomyclub.org
Meeting-Date = July 10, 2023
Agenda-Item-if-applicable = Petition No. SE 23-01

Comment = On behalf of the Alachua Astronomy Club, a 180 member non-profit organization in North Central Florida, we urge the Planning Commission to carefully consider the potential detrimental impact this Sand Mine could have on the neighboring University of Florida's Rosemary Hill Observatory. Dark nighttime skies are becoming increasingly rare in North Central Florida. It is imperative that this resource, belonging to all citizens, be preserved as much as possible in the face of relentless development. To that end, we ask that the Commission impose strict requirements on dust and sand contamination of the surrounding air, which contamination could damage the delicate optics involved in scientific instrumentation at the Observatory. It is also important that there be a complete ban on any nighttime lighting at the proposed Sand Mine site. Any such lights would seriously interfere with operation of the Observatory. The astronomical research and education conducted at Rosemary Hill Observatory reaches out to the farthest parts of our universe. Please do not let this mining activity adversely impact the important work being done at this treasured Levy County site. Thank you for letting the Alachua Astronomy club express its opinion concerning this proposal. Terry Smiljanich President
Client IP = 24.136.58.16

Levy Planning

From: Ali Tretheway
Sent: Monday, July 10, 2023 9:25 AM
To: Levy County Commission District 1; Levy County Commission District 2; Levy County Commission District 3; Levy County Commission District 4; Levy County Commission District 5
Cc: Wilbur Dean; Stacey Hectus; Levy Planning
Subject: FW: Public Comment Form

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
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From: noreply@revize.com <noreply@revize.com>
Sent: Thursday, July 6, 2023 8:53 AM
To: LevyBOCC <levybocc@levycounty.org>
Cc: Ali Tretheway <tretheway-ali@levycounty.org>
Subject: Public Comment Form

First-and-Last-Name = Margaret Smith
Organization-Name-if-applicable =
Address- = 10450 N. E. 32nd Ln.
City = Bronson
State = Florida
PostZip-Code = 32621
Email = equinestar@aol.com
Meeting-Date = July 10
Agenda-Item-if-applicable = Proposed sand mine

Comment = We have owned our property since 2006 and have enjoyed the wonderful country quiet and fresh air. I love hanging my sheets out in the sun to dry. We bought the place because it was zoned residential and agricultural. Heavy trucks from this proposed sand mine will be ruining our roads and scaring our horses and wildlife. My husband has asthma, and the air pollution will negatively impact his health . The noise and vibration of this proposed sand mine operating day and night would have a real negative impact on us. We enjoy our country life and the last thing we want to be is less than 2 miles from a sand mine operating day and night. How could we ever sell our house if we wanted to with that going on? I would like to be on record of absolutely against this proposed Sand mine.

Client IP = 135.129.218.32

Levy Planning

From: Ali Tretheway
Sent: Monday, July 10, 2023 10:03 AM
To: Levy County Commission District 1; Levy County Commission District 2; Levy County Commission District 3; Levy County Commission District 4; Levy County Commission District 5
Cc: Levy Planning; Stacey Hectus; Wilbur Dean
Subject: FW: Public Comment Form

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Cell: 352-441-0964
Phone: 352-486-5218, Ext 2
Fax: 352-486-5167

Connect with Levy County:



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From: noreply@revize.com <noreply@revize.com>
Sent: Wednesday, June 28, 2023 6:27 PM
To: LevyBOCC <levybocc@levycounty.org>
Cc: Ali Tretheway <tretheway-ali@levycounty.org>
Subject: Public Comment Form

First-and-Last-Name = JoAnn Crivaro
Organization-Name-if-applicable =
Address- = 9361 NE 60 Street aka CR102
City = Bronson
State = Florida
PostZip-Code = 32621
Email = jdc_djc@bellsouth.net
Meeting-Date = July 10, 2023
Agenda-Item-if-applicable = Petition NO SE 23-01 Mining & excavation/sand mine

Comment = I live on just off 337 on CR102/NE 60 Street. This used to be a quiet neighborhood but over the years the tonnage weight limit was removed. Now we have log trucks, dump trucks and all sorts of traffic. At times it sounds as if we have race track in front of our houses. The amount of traffic we have now is more than enough. At times it's so noisy you can't hear yourself think. Now with the thought of more dump trucks is just quite overwhelming. My late husband & I built our house physically & with a few subcontractors. We cleared most of the land ourselves before having someone come in and finish it. We built our house in 1987 raised our children and now some person who probably has no ties to this community want to come in to our area where people have lived for generations and put a sand mine in. I've worked for a mining operation for many years & know what the truck traffic will be. Since my road leads to Alt 27 it will be a busy road. I beg you not to allow this petition to be approved. Sincerely,JoAnn Crivaro
Client IP = 166.194.200.3

Recv. 7/10/23
PM

KAREN SILVERNELL
13051 NE 45th St
Williston F1 32696

Land Use map Drawn
Poorly-

Where is the
proposed ingress/
egress?

Where will actual
mine be located?

I do not support

this project

Karen Silvernell

#36

Levy Planning

From: Stacey Hectus
Sent: Friday, July 14, 2023 8:18 AM
To: Levy Planning
Subject: FW: Proposed Sand Mine Traffic Impacts on CR337 and surrounding roadways

Please print for the file.

Stacey Hectus

Planning and Zoning Director
Levy County Planning and Zoning Department
352-486-5203

You can now subscribe to receive Board Meeting Documentation click [here](#).

Please call before coming into the office, with a shortage in staffing, our office hours may be altered.

LAND DIVISION OR COMPLEX USE INQUIRIES REQUIRE AN APPOINTMENT.

(If in a subdivision, please check Deed Restrictions/Covenants with the Clerk of Courts: 352-486-5266 or levyclerk.com)



From: Maria Wise <romar5158@yahoo.com>
Sent: Thursday, July 13, 2023 7:04 PM
To: Levy County Commission District 5 <district5@levycounty.org>; Levy County Commission District 1 <district1@levycounty.org>; Levy County Commission District 2 <district2@levycounty.org>; Levy County Commission District 4 <district4@levycounty.org>; LevyBOCC <levybocc@levycounty.org>; Levy County Commission District 3 <district3@levycounty.org>
Cc: Diane Garte <dianegarte@bellsouth.net>; Stacey Hectus <hectus-stacey@levycounty.org>
Subject: Proposed Sand Mine Traffic Impacts on CR337 and surrounding roadways

Dear Levy County Commissioners:

I am writing to provide comment on the proposed sand mine and its impacts on the rural and equestrian communities by the heavy truck traffic the sand mine will generate on CR 337 and surrounding roadways. As you all know, the area around CR337 near the Black Prong entrance to the Goethe Forest and the Black Prong Equestrian Center is heavily used by equestrians, dog hunters, bicycles and other slow moving vehicles for recreational purposes. Equestrian usage includes multi-day competitions, recreation, and charity events. Internationally recognized endurance horse racing events often begin near Levy St. and continue throughout the forest. CR 337 is crossed often for all these uses.

Heavy commercial truck traffic will add a dangerous component to crossing CR337. I respectfully ask you to consider carefully how detrimental the kind of heavy commercial traffic can be as well as the costs associated with road maintenance created by heavy loads. In addition, for the safety of Levy County residents and visitors, one or more traffic crossings may be necessary at Levy Street and the Black Prong Goethe Forest Trailhead to accomodate horses, carriages, bicycles and hikers crossing CR337.

I thank you for your attention to this important matter and please note that if I was there in person, this would not have gone over your 3 minute limit:) Please enter this comment in the record.

Sincerely,
Maria Wise
Chairman,
Levy County Horse Industry Council

12151 SE 21st PI
Morrison, FL 32668

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

11/6/2023

SUBJECT: PETITION # SE 23-01, RYAN THOMAS FOR
3 RT MINE

DEAR STACEY HELTUS,

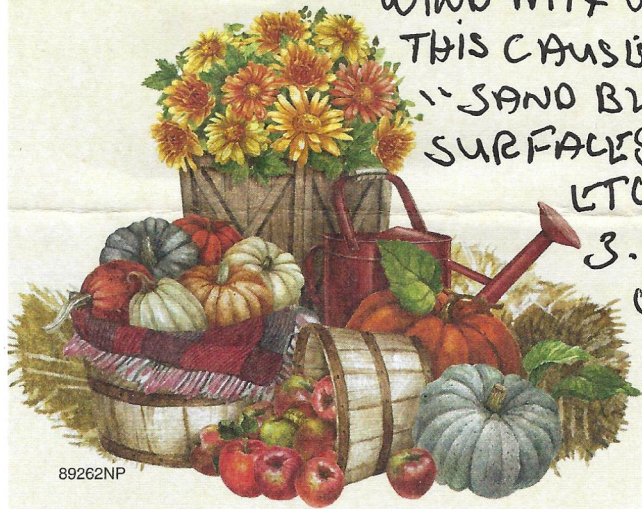
THIS PETITION SHOULD NOT BE GRANTED FOR THE
FOLLOWING REASONS.

1. WATER QUALITY WILL SUFFER. EXCESSIVE
PARTICULATE MATTER IN THE WATER COULD CAUSE
PROBLEMS WITH WELL INFRASTRUCTURE AS WELL AS FILTRATION
SYSTEMS. BUYING AND INSTALLATION OF SAND SEPARATORS,
WHILE A SOLUTION, IS MOST PROHIBITIVE BY HOME OWNERS.

2. AIR QUALITY WILL BE POOR, WHEN FOG AND
WIND MIX WITH AIR BORNE SAND & DIRT.

THIS CAUSES BREATHING ISSUES AND
"SAND BLASTING" OF OUT DOOR
SURFACES (HOMES, VEHICLES, LIVESTOCK,
ETC).

3. THE NOISE FROM THE USE
OF HEAVY EQUIPMENT COULD
CAUSE HEARING LOSS AND
OTHER HEALTH ISSUES



WHICH WOULD IMPAIR OUTDOOR USAGE FOR OTHERS.

4. ROAD HAZARDS AS A RESULT OF HEAVY TRUCK USE DESTROY ASPHALT SURFACES. DUMPING AND SPRAYING OF SAND COULD CAUSE DRIVING CONDITIONS NOT ONLY IMPACTING VISIBILITY, BUT CONTROL OF CARS AND MOTORCYCLES.

5. THE ENVIRONMENT, BY LOSS OF HABITAT, WILL NOT ONLY IMPACT THE WILDLIFE, BUT THE NATURAL BUFFERS FOR STORMS & HURRICANES. THIS MINE COULD ALSO PROMOTE WATER RECHARGE LOSS, FLOODING, AQUIFER VOLUME LOSS, AND SINK HOLES.

IN CONCLUSION, THIS SAND MINE ONLY BENEFITS MR. THOMAS, NOT LEVY COUNTY. IT WILL BE A LOSS TO ALL OF US IF THIS EXCEPTION IS GRANTED.

THANK-YOU FOR YOUR TIME & EFFORT IN THIS MATTER.

SUSAN JEAN WOOD
RETIRED WATER PLANT
OPERATOR, LIC. #0003958

Susan Jean Wood





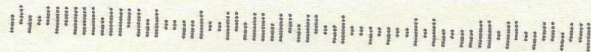
Susan Wood
5311 NE 133rd Ave.
Williston, FL 32696

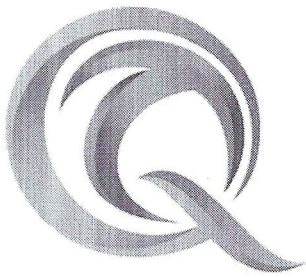
JACKSONVILLE FL 320

7 NOV 2023 PM 3 L



LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
PLANNING AND ZONING DEPARTMENT
ATT: STACEY HERTZ
320 MANGO STREET
BRONSON, FLORIDA, 32621





QUEST TRUST C O M P A N Y

November 8, 2023

To Whom It May Concern:

The enclosed documents were recently received by our office; however, we are unable to identify which of our clients this is for.

If this document is for a Quest Trust Company client, we ask that the vesting for our clients read as:

Quest Trust Company FBO (client's name) IRA # (client's IRA number)

If you could help us to identify either our clients name or account number, that would be very much appreciated.

If you have any questions, please contact the Logistics Department.

Quest Trust Company
Logistics Department
Logistics@QuestTrust.com
Phone: 800-320-5950
Fax: 281-646-9701

QUEST TRUST COMPANY CORPORATE OFFICE

17171 PARK ROW SUITE 100
HOUSTON, TX 77084

WWW.QUESTTRUST.COM

(855) FUN-IRAS
(855) 386 - 4721



LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

Planning and Zoning Department
320 Mongo Street
Bronson, Florida 32621
Office (352) 486-5203/LCPZ@levycounty.org

NOTICE OF PUBLIC MEETING FOR SPECIAL EXCEPTION

November 1, 2023

PETITION NO SE 23-01: Ryan Thomas for 3RT Sand Mine. Requesting a Special Exception for a major mining operation pursuant to Sec. 50-719 Mining and excavation of minerals resources, or natural resources, and site reclamation of the Levy County Land Development Code to allow a sand mine (no blasting or fracking) on approximately 1,100 acres (includes mine property and access to CR 337) of land located in Section 35, Township 12 S, Range 17 E, Levy County Florida. These parcels are located in Rural Residential (RR) and Agriculture/Rural Residential (A/RR) Land Use and Zoning districts. Parcel Number(s) 0359701600, 0359700400, 0359700000, 0359700300, 0360400600, 0360400000, 036040040B, 036040040A, 0360400400, 0360400500, 0360600500, 0360600300, 0360600000, 0359400000, and 0359200000.

Dear Property Owner:

This notice has been mailed to you because the proposal for this petition is located on property within two (2) miles of property you own, according to the latest tax roll available. This notice is also provided through advertisements in the Levy County Citizen and other appropriate publications, and signage on the proposed amendment site.

The *Levy County Board of County Commission* will hold a public hearing on *Tuesday, December 5, 2023 at 9:00 a.m.* in the Levy County Government Center Auditorium, 310 School Street, Bronson, FL 32621.

You are encouraged to attend the above mentioned meeting in order to provide comments to the *Levy County Board of County Commissioners*. If you or your authorized representative cannot be in attendance, you may submit your comments in writing to the Planning and Zoning Department five (5) days prior to the date of the public hearing.

Should you have any questions regarding this petition or the process, contact the Planning and Zoning Department at (352) 486-5203.

Sincerely,

A handwritten signature in black ink that reads "Stacey Hectus".

Stacey Hectus
Planning and Zoning Director

*To keep informed of any upcoming meetings on this or any other items, please sign up on our website at www.levycounty.org or go to the direct link to subscribe: <https://meetings.municode.com/subscribe/index?cc=levyfl>

Levy Planning

From: Levy Planning Zoning
Sent: Thursday, July 6, 2023 7:50 AM
To: Levy Planning
Subject: FW: 3RT Mine

Nicki Bailey

Planner I

Levy County Planning and Zoning Department

[Check out our new maps!](#)

Please email before coming into the office, with a shortage in staffing, our office hours may be altered. COMPLEX USE INQUIRIES REQUIRE AN APPOINTMENT.

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From: Karen Schmitt <kschmitt8090@gmail.com>
Sent: Wednesday, July 5, 2023 9:29 PM
To: Levy Planning Zoning <LCPZ@levycounty.org>
Subject:

Plan to dig sand mine near Rosemary Hill Observatory owned by the University of Florida.

I would like to request that the plans for digging a sand mine near Rosemary Hill Observatory be changed to another location. I realize sand mines are needed, but please understand what a problem you will make for the University and other organizations. It is very hard for astronomers and students and other groups to find locations that are dark enough for telescope study. Previous locations now have too much light. Dark sky areas in Florida are becoming extinct. Rosemary Hill is one of the few remaining dark areas in North Florida and the only one close to Gainesville. The Rosemary Hill location has given them a dark enough and clear enough area for astronomical research and training by the University and many other groups. A sand mine would leave particulates in the air

which will invariably badly decrease visibility. Lights from your location would make the area totally unusable. There are a lot more places to dig a sand mine than there are dark sky locations in Florida. You don't realize how important this is as a teaching location for the University of Florida and for other organizations. Please grant our request and find another location for your sand mine. We would be more grateful than you can imagine.

With high hopes,
Karen Schmitt

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

July 17, 2023

Levy County Board of County Commissioners
Commissioner John Meeks

Dear Commissioner Meeks,

I am forwarding important information regarding the application for a possible Special Exception for a Major Sand Mine operation by Mr. Ryan Thomas, now coming before the Board.

Attached please find the following:

***Notice of Lis Pendens** on property involved with this application by PNC Bank seeking foreclosure on mortgage of \$5,045,000.00 dated 9/14/2020.

***Real Estate Mortgage & Security Agreement** by First Southern Bank in the amount of \$5,045,000.00 dated 1/21/2022.

***Cross-Collateral & Cross-Default Agreement** by First Southern Bank in the amount of \$5,045,000.00 dated 1/21/2022

***Assignment of Leases, Rentals & Profits** by First Southern Bank in the amount of \$5,045,000.00 dated 1/21/2022

***Case review** of Sabal Trail Transmission LLC v. Lee Thomas, Ryan Thomas, Wilbur Dean, etc.

***Gainesville Sun Article** published 11/12/2018 citing damages to use and privacy by Thomas of property as basis for settlement by Sabal Trail.

***Decision by Judge Rosenbaum Synopsis**

***Standard Silica Exclusion for Liability Coverage** for commercial land use policies

I am forwarding these documents to you to provide important information to you and the BOCC as to the many legal challenges and causes of action that may arise as a result of this application for a Special Exception for this mining operation located in a heavily populated rural residential

area and next door to the Rosemary Hill Observatory, a state-owned asset built in 1967 and operated by the University of Florida.

The Thomas family has a \$5,045,000.00 lien/foreclosure action involved, which may initiate further legal entanglements and would certainly indicate that they are not necessarily responsible business owners, and likely will not be responsible in running a Major Sand Mining Operation. In the Sabal Trail matter, the Thomas family cited their damages as arising from the loss of use and loss of privacy, which brought them a \$1.3 million settlement. In trying to get a Special Exception from BOCC for THIS operation, they would be causing not only the loss of use and privacy, but also possible health issues to the 2,800 surrounding property owners (approximately 5,000 voters) for which the Thomas family and the BOCC could be held liable.

Silica dust, a by-product of a Major Sand Mine Operation is a standard exclusion on Commercial Land Use Policies. The Silica Dust can cause respiratory damage, property damage, and other outcomes. Unless a business has the money to pay for an expensive policy rider, Silica Dust is viewed as an Uninsurable Risk.

The Rosemary Hill Observatory is an astronomical observatory located near the Town of Bronson, Florida and next door to this proposed Major Sand Mine. The observatory is owned and operated by the University of Florida and opened in 1967. It has two telescopes and dormitories for extended observing runs. At the Planning and Zoning meeting of July 10, Observatory officials provided testimony that indicated the damage Silica Dust could do to their telescopic equipment and lenses. Since they have operated in their location since 1967 as a valuable educational tool for University of Florida students and post-graduates, there is a good chance they may sue, if this Special Exception is approved. Or perhaps UF will join with the residential property owners adjacent to or near the property in question, to file a Class Action suit against the Thomas family and the BOCC if they approve this application. In such a situation, is the Board willing to spend the taxpayers money to defend against such a formidable lawsuit?

All the evidence in these matters suggests that the BOCC's best course of Action would be to deny this application by the Thomas family to create a Major Sand Mining Operation in that area.

A heavily populated residential area with a State-owned Observatory next door is NOT the right place for such an operation.

Thank you for your attention to these important matters. If you have any questions or wish to discuss the matters further with me, please give me a call at (352) 486-6366.

Respectfully submitted,

Barbara Robbie Blake, Retired Real Estate Broker
8250 NE 61st Place
Bronson, Florida 32621

7. **HAZARD INSURANCE.** If any buildings or improvements now or hereafter constitute part of the Mortgaged Property, Mortgagor shall keep the same insured against loss or damage by fire, lightning, windstorm, and other perils customarily insured against or as may be reasonably required by Mortgagee in the full insurable value thereof (or such lesser amount as Mortgagee may authorize in writing), with an insurer of high financial reputation and to which Mortgagee has no reasonable objection. The policy or policies of insurance shall contain a standard mortgagee clause in favor of Mortgagee and shall be delivered to Mortgagee. Mortgagor shall pay all premiums and charges for the maintenance and renewal of the insurance, and shall furnish Mortgagee with receipts and proofs thereof not less than ten days before the expiration thereof, without notice or demand from Mortgagee. If Mortgagor fails to do so, then Mortgagee, without waiving the option to foreclose, may obtain such insurance for the protection of Mortgagee, and any expenses reasonably incurred by Mortgagee in so doing shall become part of the indebtedness secured hereby, shall become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby. In the event of loss, the insurance proceeds shall be applied by Mortgagee to the reduction of the indebtedness secured hereby, or to the restoration and repair of the Mortgaged Property at the option of Mortgagee. In the event of foreclosure of this Mortgage or transfer of the Mortgaged Property in full or partial satisfaction of the indebtedness secured hereby, all interest of Mortgagor in the policy or policies of insurance (including any claim to proceeds attributable to losses theretofore occurring but not yet paid to Mortgagee) shall pass to the purchaser, grantee, or transferee.

8. **RENTS, CONTRACTS AND PROFITS.** This Mortgage shall extend to and encumber all leases, rents, issues, profits, proceeds, and revenues derived from the Mortgaged Property, and any and all contracts and or agreements to construct dwellings or sell any part of the Mortgaged Property, but Mortgagor may receive the same while this Mortgage is not in default.

9. **RECEIVER.** If this Mortgage falls into default, Mortgagee shall be entitled to the exparte appointment of a receiver to take charge of the Mortgaged Property, and the rents, issues, profits, proceeds, and revenues arising therefrom, and hold the same subject to the direction of a court of competent jurisdiction, regardless of the solvency of Mortgagor or the adequacy of the security. Furthermore, at its option, Mortgagee shall be authorized and entitled to direct all tenants of the Mortgaged Property to make any and all payments due under their leases directly to Mortgagee.

10. **TAXES, ASSESSMENTS, AND LIENS.** Mortgagor shall pay all taxes, assessments, liens, and other charges upon or with respect to the Mortgaged Property before the same become delinquent, and shall furnish Mortgagee with receipts and proofs thereof at least ten days before the last day allowed for payment free from penalty, without notice or demand from Mortgagee. If Mortgagor fails to do so, then Mortgagee, without waiving the option to foreclose, may pay the same, and the amount so paid shall become part of the indebtedness secured hereby, shall become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby.

INSTR # 696088, OR BK: 1623 PG: 864, Recorded 2/2/2022 2:01 PM

Rec: \$86.50 Mtg Doc: \$17,657.50 Int Tax: \$10,090.00 Danny J. Shipp, Clerk of the Circuit Court Levy FL Deputy Clerk UWILLIAMS

PREPARED BY:

✓ R WADE BOYETTE, ESQUIRE
BOYETTE, CUMMINS & NAILOS, PLLC
1635 East Highway 50
Suite 300
Clermont, Florida 34711

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Date: January 21, 2022

Mortgagor: Ryan Brady Thomas
11151 NE 35th Street
Bronson, FL 32621

Mortgagee: First Southern Bank, a Alabama
banking corporation
301 South Court Street,
Florence, AL 35630

Amount of initial indebtedness secured hereby:

\$5,045,000.00

Maximum principal indebtedness, including future advances,
that may be secured hereby:

\$5,045,000.00

Mortgaged Property located in LEVY County, Florida:

See Exhibit "A" attached hereto and made a part thereof

1. MORTGAGE. In consideration of Ten dollars and other valuable considerations received by Mortgagor (named above), Mortgagor hereby, on the date stated above, mortgages to Mortgagee (named above) the Mortgaged Property described herein, for the purposes identified below.

2. SECURED INDEBTEDNESS; FUTURE ADVANCES; MAXIMUM AMOUNT AND TIME. This Mortgage shall secure (a) the indebtedness of Mortgagor to Mortgagee, as evidenced by a Mortgage Note in the original, principal amount specified on page one hereof, (b) any future advances made by Mortgagee to Mortgagor; (c) any advances or disbursements made by Mort-

gagee for the payment of taxes, levies, or insurance on the Mortgaged Property and (d) any disbursements or advances made by Mortgagee for maintenance, repair, remediation, protection and/or preservation of the Mortgaged Property. The total amount of indebtedness secured hereby may decrease or increase from time-to-time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount specified on page one hereof, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, and for maintenance, repair, protection, and preservation of the Mortgaged Property, with interest on such disbursements, all as provided in this Mortgage. This Mortgage shall not secure any future advances made more than five (5) years from the date hereof.

3. **PAYMENT OF SECURED INDEBTEDNESS.** Borrowers shall pay all indebtedness and perform all obligations secured hereby promptly when due.

4. **TITLE COVENANTS.** Mortgagor covenants that, (a) the Mortgaged Property is free from all encumbrances; (b) it is lawful seized of said Mortgaged Property and that the right to encumber the Mortgaged Property is vested in Mortgagor; (c) that Mortgagor hereby fully warrants title to the Mortgaged Property, and (d) Mortgagor hereby warrants to Mortgagee that this Mortgage and Security Agreement is and shall be a first mortgage and will defend the same against the claim of all persons whomsoever.

5. **IMPROVEMENTS, FIXTURES, ETC.** This Mortgage extends to and shall encumber all buildings, improvements, building materials, fixtures or appurtenances now or hereafter erected or existing upon the Mortgaged Property, including all elevators and all gas, steam, electric, water, cooking, refrigerating, lighting, plumbing, heating, air conditioning, ventilation, and power systems, machines, appliances, fixtures, and appurtenances, even though they be detached or detachable, all of which shall be deemed part of the Mortgaged Property. Furthermore, the lien of this Mortgage shall encumber any and all easements, or any other rights of any nature whatsoever appurtenant to the Mortgaged Property and any improvements of Borrower on any such real property interests.

6. **MAINTENANCE AND REPAIR.** Mortgagor shall permit, commit, or suffer no waste, impairment, or deterioration of the Mortgaged Property. Mortgagor shall maintain the Mortgaged Property in good condition and repair. If Mortgagor fails to do so, then Mortgagee, without waiving the option to foreclose, may take some or all measures that Mortgagee reasonably deems necessary or desirable for the maintenance, repair, preservation, or protection of the Mortgaged Property, and any expenses reasonably incurred by Mortgagee in so doing shall become part of the indebtedness secured hereby, shall become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby. Mortgagee shall have no obligation to care for and maintain the Mortgaged Property, or, having taken some measure therefor, to continue the same or take other measures. If the Mortgaged Property is in a planned unit development, or is encumbered by any covenants and restrictions, Mortgagor shall perform all of Mortgagor's obligations under the declarations, restrictions and covenants including any instruments creating or governing the owners' association or planned unit development, the by-laws and regulations of any owners' association or planned unit development and constituent documents.

11. **INSPECTION.** Mortgagee and Mortgagee's representatives may enter upon the Mortgaged Property for inspection at all reasonable times and in a reasonable manner, both before and after default.

12. **EMINENT DOMAIN.** This Mortgage extends to and shall encumber any judgments, awards, damages, and settlements hereafter rendered or paid and resulting from condemnation proceedings with respect to the Mortgaged Property or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, and Mortgagee may require that any sums payable to Mortgagor and arising out of the power of eminent domain with respect to the property shall be applied to the indebtedness secured hereby.

13. **ENFORCEMENT AND COLLECTION EXPENSES.** Mortgagor shall pay all expenses, including attorney's fees, reasonably incurred by Mortgagee with respect to collection of the indebtedness secured hereby or enforcement of Mortgagee's rights hereunder (including foreclosure, bankruptcy, appeals or other litigation expenses), arising out of any default by Mortgagor, and the amount thereof shall become part of the indebtedness secured hereby, shall become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby.

14. **ACCELERATION UPON DEFAULT.** If Mortgagor fails to pay any indebtedness secured hereby promptly when due or if Mortgagor breaches any other covenant herein or otherwise defaults hereunder or under any other instrument or agreement executed by Mortgagor in connection with the loans secured by this Mortgage, then Mortgagee may declare all indebtedness secured hereby to be accelerated and immediately due and payable. Mortgagee's failure to declare acceleration shall not impair the right to do so in the event of a continuing or subsequent breach or default.

15. **ACCELERATION UPON TRANSFER OF MORTGAGED PROPERTY.** As a material inducement to Mortgagee making the loan to Mortgagor, Mortgagor agrees that if Mortgagor sells or transfers the Mortgaged Property, or any interest therein, then Mortgagee may declare all indebtedness secured hereby to be accelerated and immediately due and payable, unless Mortgagee consents in writing to the sale or transfer (such consent may be withheld for any reasons or any nature and is solely within the free discretion of Mortgagee) and unless transferee or grantee assumes the indebtedness secured hereby in a form satisfactory to Mortgagee. Mortgagee, however, shall consent to the partial release of lots in the Mortgaged Property pursuant to the terms of this Mortgage.

16. **NO WAIVER.** No delay by Mortgagee in exercising any option, right, or remedy hereunder or otherwise afforded by law shall waive or preclude the exercise thereof during the continuance of any breach or default hereunder. No waiver by Mortgagee of any provision, breach or default shall be a waiver of any other provision or consent to any subsequent breach or default.

17. **DEFAULT UNDER OTHER MORTGAGES.** If the Mortgaged Property or any part thereof is now or hereafter encumbered by any other mortgage or mortgages held by Mortgagee, then

any default hereunder shall also be a default under each and all of such other mortgages, and any default under any of such other mortgages shall also be a default hereunder. Any default by Mortgagor in any term, covenant, or provision of any other mortgage held by any other party that may now or hereafter encumber the Mortgaged Property, or any part thereof, shall, also constitute a default hereunder. In addition, a default in any other note, guaranty or mortgage made by any Mortgagor or any guarantor or endorser, now or hereafter held by Mortgagee shall constitute a default under this Mortgage.

18. **EXTENSION, LENIENCIES, AND RELEASES.** Mortgagee may grant extensions of time for payment and other leniencies with respect to any indebtedness secured hereby, and may waive or fail to enforce any of Mortgagee's rights hereunder, and may release a portion or portions of the Mortgaged Property from the lien hereof, without releasing or diminishing the obligation or liability of any person constituting Mortgagor, or any guarantor or endorser.

19. **SUBROGATION.** Mortgagee shall be subrogated to the lien (notwithstanding its release of record) of any vendor, mortgagee, or other lienholder paid or discharged by the proceeds of any loan or advance made by Mortgagee to Mortgagor and secured hereby.

20. **RELEASE OR SATISFACTION.** Whenever there is no outstanding obligation secured hereby and no commitment to make advances, Mortgagee shall on written demand by Mortgagor give a release hereof, in recordable form.

21. **WAIVER OF TRIAL BY JURY.** Mortgagor and Mortgagee (by its acceptance hereof) hereby knowingly, voluntarily and intentionally waive the right it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with this Mortgage, the indebtedness secured hereby and any other document contemplated to be executed in connection with the loan or loan secured hereby, or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for Mortgagee to enter into the loan transaction secured hereby.

22. **HAZARDOUS SUBSTANCES.** In addition to any liability imposed on the Mortgagor under any other document executed in connection with the loan secured hereby, the Mortgagor shall remain liable for any and all of Mortgagee's costs, expenses, damages or liabilities, arising directly or indirectly or attributable in any way to the actual or claimed existence, use, generation, storage, release, threatened release, discharge, or disposal of hazardous substances on the Mortgaged Property. This liability of Mortgagor shall survive satisfaction of the debt from Mortgagor to Mortgagee.

23. **MORTGAGE AS SECURITY AGREEMENT.** This Mortgage is a mortgage of both real property and any improvements and fixtures thereon, equipment and articles of personal property owned by Mortgagor and now or hereafter affixed and used in connection with the operation of the premises and shall also serve as a "security agreement" within the meaning of the Uniform Commercial Code as adopted by the State of Florida and the Mortgagor agrees to and shall execute and deliver to Mortgagee in form satisfactory to Mortgagee such Financing Statements and such

further assurances as Mortgagee may from time to time consider necessary to create, perfect and preserve the lien hereof upon such real property and improvements and such fixtures, equipment and articles of personal property herein described and intended to be subject hereto and the Mortgage at the expense of Mortgagor, may or shall cause such statements and assurances and the Mortgage and Security Agreement to be recorded and re-recorded, filed and re-filed at such times and places as may be required or permitted by law to so create, protect and preserve the lien hereof upon all of said property; it being understood and agreed that this covenant and any agreements or instruments executed hereunder are cumulative and given as additional security.

24. NO AGENCY. Mortgagor covenants and agrees that Mortgagee is not a partner, joint venture or principal of Mortgagor and Mortgagor is not an agent of Mortgagee. Mortgagee agrees to indemnify and hold Mortgagee harmless from any and all damages, expenses or otherwise resulting from such construction of the parties and their relationship.

25. NO JUNIOR LIENORS. In the event that any lien or encumbrance, including any mechanics or construction lien, is filed encumbering the Mortgaged Property, then Mortgagor shall be deemed to be in default of this Mortgage unless Mortgagor causes such lien or encumbrance to be removed within 30 days after such lien is filed.

26. FINANCIAL STATEMENTS. Mortgagor shall provide Mortgagee with annual financial statements certified by Mortgagor to accurately reflect the financial condition of Mortgagor. In addition, Mortgagor shall provide Mortgagee copies of its tax returns, rent rolls and other periodic financial statements as requested by Mortgagee.


27. DEPOSITORY RELATIONSHIP. Mortgagor shall maintain, during the term of the loan evidenced by this Mortgage, its primary depository relationship with Mortgagee.


28. GENERAL PROVISIONS. The singular shall include the plural and any gender shall be applicable to all genders when the context permits or implies. If more than one person constitutes Mortgagor, their covenants and obligations hereunder shall be joint and several. If Mortgagor sells or transfers the Mortgaged Property, Mortgagee may deal with the successor or successors in interest without in any way discharging or reducing Mortgagor's liability for Mortgagor's obligations secured hereby. Mortgagee's rights expressed herein are in addition to and cumulative of any other rights and remedies provided by law. The terms "Mortgagor" and "Mortgagee" shall extend to and include their respective heirs, legal representatives, successors and assigns. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance. Time is of the essence.

IN WITNESS WHEREOF, Mortgagor has executed this Real Estate Mortgage and Security Agreement as of the date first stated above.

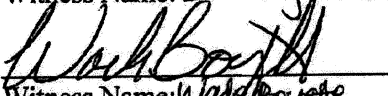
BK: 1623 PG: 870

Signed, sealed and delivered
in the presence of:


Witness Name: Emily Bean



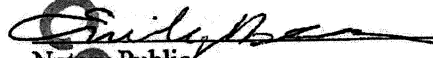
Ryan Brady Thomas


Witness Name: Wade Boyette

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence or _____
online notarization, this 21 day of January, 2022, by Ryan Brady Thomas, who is personally
known to me _____ or who has produced FL DL _____ as
identification.





Notary Public
My Commission Expires:

Unofficial Copy

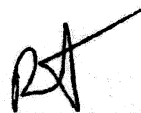
RIDER TO MORTGAGE**1. Mortgagor hereby warrants and represents to Mortgagee after thorough investigation that:**

The premises are now and all times hereafter will continue to be in full compliance with all Federal, State and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Public Law No. 96-510, 94 Stat. 2767, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613. Mortgagor has obtained and will maintain all licenses, permits and approval required with respect thereto, and is and will remain in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the environmental condition of the Premises or in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communications received with respect to any other hazardous materials, substances, waste or other environmentally regulated substance affecting the Premises.

Mortgagor hereby indemnifies and holds harmless Mortgagee from and against any and all damages, penalties, fines, claims, suits, liability, costs, judgments and expenses, (including attorneys', consultant's or expert's fees) of every kind and nature incurred, suffered by or asserted against Mortgagee as a direct or indirect result of (a) any warranty or representation made by Mortgagor in this paragraph being or becoming false or untrue in any material respect or (b) any requirement under the law, regulation or ordinance, local, state, or federal, regarding the removal or elimination of any hazardous material, substances, waste or other environmentally regulated substances.

Mortgagor's obligations hereunder shall not be limited to any extent by the term of the Mortgage Note, and as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding foreclosure of this Mortgage, where Mortgagee is the purchaser at the foreclosure sale, or delivery of a deed in lieu of foreclosure to Mortgagee.

2. Mortgagor and Mortgagee agree that Mortgagor hereby knowingly, voluntarily and intentionally waives any right he may have to a trial by jury in respect of any litigation based on this mortgage, or arising out of, under or in connection with this mortgage or any agreement contemplated to be executed in connection with this mortgage, or any course of conduct, course of dealing, statements, (whether verbal or written) or actions of any party with respect hereto. This provision is a material inducement for the mortgagee's accepting this mortgage from mortgagor.



Initial

BK: 1623 PG: 872

The West ½ of the Southwest ¼ of Section 2, Township 13 South, Range 17 East, Levy County, Florida, less road right of way.

Parcel Number 0360400500

The North 658.72 feet of the Northeast ¼ of the Southeast ¼ of Section 3, Township 13 South, Range 17 East, Levy County, Florida.

Together with an easement for ingress, egress and public utilities over and across the West 30 feet of the Northeast ¼ of the Southeast ¼ and the West 25 feet of the Southeast ¼ of the Southeast 1/4, all in said Section 3, Township 13 South, Range 17 East, Levy County, Florida.

Parcel Number 0360600500

The North ½ of the Northwest ¼ of Section 2, Township 13 South, Range 17 East, Levy County Florida

Parcel ID#0360400600

The Southwest ¼ of the Southwest ¼ and the North ½ of the Southwest ¼ and the South ½ of the Northwest ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida, LESS AND EXCEPT that property described in Official Records Book 20, Page 144, public Records of Levy County, Florida.

Parcel ID# 0359700000

The Southeast ¼ of the Southwest ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida.

Parcel ID# 0359700300

The Southeast ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida.

Parcel ID# 0359700400

The South ½ of the Northeast ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida. TOGETHER WITH a non-exclusive easement for ingress and egress over and across the East 30 feet of the Northeast ¼ of the Northeast ¼ of said Section 35, and over the East 30 feet of that portion of Section 26, Township 12 South, Range 17 East, lying South of Highway 27-A, as more fully set forth in that certain easement agreement dated October 13, 1966 and recorded in Deed Book 101, Page 79, Public Records of Levy County, Florida.

Parcel ID# 0359701600

The Southeast ¼ of the Northwest 1/4, all in Section 2, Township 13 South, Range 17 East,

BK: 1623 PG: 873

Levy County, Florida.

Parcel ID# 0360400000

The Northeast ¼ of Southwest ¼, all in Section 2, Township 13 South, Range 17 East, Levy County, Florida.

Parcel ID# 0360400400

Part of Section 23, Township 12 South, Range 18 East, inside the Arredondo Grant, Levy County, Florida, more particularly described as follows; commence at the Northeast corner of said Section 23, thence S 00°12'57" East, along the East line of said Section 23, a distance of 1370.00 feet to the Point of Beginning (POB); thence continue S 00°12'57" East, along the East line, 3148.20 feet to the Southeast Corner of said Section 23 as marked by a concrete monument I.D. #2548; thence S 89°38'54" West, along the South line of said Section 23, a distance of 2715.00 feet; thence N 00°12'57" West, a distance of 1365.15 feet; thence S 89°59'38" East, a distance of 330.00 feet; thence N 00°12'57" West, a distance of 1800.00 feet; thence S 89°59'38" East, a distance of 330.00 feet; thence N 00°12'57" West, a distance of 1320.00 feet to the South right-of-way (R/W) line of County Road 335; thence S 89°59'38" East, along the said R/W line, 490.00 feet; thence S 00°12'57" East, a distance of 400.00 feet; thence S 89°59'38" East, a distance of 245.00 feet; thence S 00°12'57" East, a distance of 920.00 feet; thence S 89°59'38" East, a distance of 1320.00 feet to the POB.

TOGETHER WITH: an easement for ingress and egress over the East 30.00 feet of the South 1337 feet of the North, 1370 feet of said Section 23

Subject to any restrictions, easements and/or adversed that pertain to the property.

Parcel ID# 0412300200

A parcel of land lying in Section 23, inside the Arredondo Grant, Township 12 South, Range 18 East, Levy County, Florida, being more particularly described as follows: Commence at a railroad spike at the Northeast corner of said Section 23, Inside the Arredondo Grant, and run N 89°59'38" West, along the North line of said Section 23, 2055.00 feet; thence S 00°12'57" East, 50.00 feet to the South right-of-way line of N.E. 75th Street (aka County Road No. 355) and the Point of Beginning of the herein described parcel; thence North 89°59'38" West, along said South right-of-way line, 1320.00 feet; thence South 00°12'57" East, 4489.27 feet to the South line of said Section 23; thence North 89°38'54" East, along said South line, 660.00 feet; thence North 00°12'57" West, 1365.15 feet; thence South 89°59'38" East, 330.00 feet; thence North 00°12'57" West, 1800.00 feet; thence South 89°59'38" East, 330.00 feet; thence North 00°12'57" West, 1320.00 feet to the said Point of Beginning.

Parcel ID# 0412300300

INSTR # 696090, OR BK: 1623 PG: 882, Recorded 2/2/2022 2:01 PM

Rec: \$44.00 Danny J. Shipp, Clerk of the Circuit Court Levy FL Deputy Clerk UWILLIAMS

Prepared by and return to:

✓
R
WADE BOYETTE, ESQUIRE
BOYETTE, CUMMINS & NAILOS, PLLC
1635 East Highway 50, Suite 300
Clermont, Florida 34711

CROSS-COLLATERAL AND CROSS-DEFAULT AGREEMENT

This Cross-Collateral and Cross-Default Agreement dated effective January 21, 2022, is made by and among Ryan Brady Thomas, a single man, whose address is 11151 NE 35th Street, Bronson, FL 32621, (hereinafter referred to as BORROWER) and First Southern Bank, a Alabama banking corporation, whose address is 301 South Court Street, Florence, AL 35630, (hereinafter BANK).

RECITALS:

1. On January 21, 2022, BANK loaned to BORROWER the sum of FIVE MILLION FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$5,045,000.00) as evidenced by a Mortgage Note and other loan documents, which loan is hereinafter referred to as Loan No. 2992. Loan No. 2992 is secured by a first mortgage lien on real property located in Levy County, Florida, described on Exhibit "A" attached hereto and made a part hereof.

2. Whereas the BORROWER is to receive from Sabal Trail Transmission (SABAL) a settlement in the amount of ONE MILLION THREE HUNDRED THOUSAND and NO/100(\$1,300,000.00), as to Case 1:16-cv-00095-MW-GRL, TRACT No: FL-LE-052.00, and borrower agrees that all proceeds of the settlement are to be PAID to the BANK.

5. As a condition precedent to Loan No. 2992, BANK is requiring that BORROWER cross-collateralize the proceeds from the Sabal Trail Settlement, so that each and every obligation, or any modification, extension or future advance of any of these loans, will be secured by the collateral provided, which includes the Sable Settlement, for the repayment of each and every loan referenced herein.

NOW THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. A default by Borrower is a result of Borrower not distributing the proceeds from the Sabal Settlement to the bank and shall be a default under either of said loan and a default of any term, covenant of condition of any Loan Document securing payment of any of said Loan, shall be considered a default under any Loan Documents securing payment of said Loan.

2. In addition, the Loan Documents securing said Loan, as more particularly described above, shall stand as additional security and collateral for the payment and performance of the Loan.

3. Any Security Agreement or other instrument securing payment of any of the above described loan shall stand as and be additional collateral and security for the payment of each and every loan.

4. All of the terms and conditions of any and all Agreements executed in conjunction with said loan are hereby cross-collateralized and cross-defaulted in the same manner as the notes, mortgages and security agreements described above.

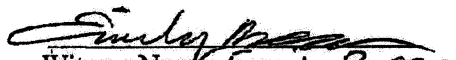
5. As used herein, the term "Loan" or "Loans" and "note" or "notes" shall mean and include any extensions, renewals, or modification of the above described Loan, and this agreement shall be unaffected by any such extension, renewal, future advance or modification whether by one or all of the Borrower.

6. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs and assigns and successors in interest.


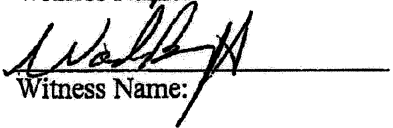
7. Upon any default of any one or more of the Notes, Mortgages or Security Agreements, Loan Agreements or Uniform Commercial Code Financing Statements, Lender shall be entitled to pursue all remedies in law or in equity including but not limited to acceleration, foreclosure, repossession of collateral and damages, appointment of receivers, and shall be entitled to all of the remedies provided for hereunder or in any Note, Mortgage or Security Agreement or any other loan document.

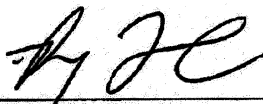
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:


Witness Name: Emily Bean

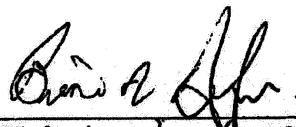

Witness Name: Wade Bappte


Witness Name:

Witness Name:



Ryan Brady Thomas

First Southern Bank, a Alabama banking corporation

BY 
Brian Hofer, its vice president

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence or
___ online notarization, this 21 day of January, 2022, by Ryan Brady Thomas, a single man,
who is personally known to me _____ or who has produced
FL DL as identification.



Emily Bean

Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence or
___ online notarization, this 21 day of January, 2022, by Brian Hofer,
it's _____ First Southern Bank, a Alabama banking corporation, who is
personally known to me _____ or who has produced
FL DL as identification.



Emily Bean

Notary Public
My Commission Expires:

BK: 1623 PG: 885

The West ½ of the Southwest ¼ of Section 2, Township 13 South, Range 17 East, Levy County, Florida, less road right of way.

Parcel Number 0360400500

The North 658.72 feet of the Northeast ¼ of the Southeast ¼ of Section 3, Township 13 South, Range 17 East, Levy County, Florida.

Together with an easement for ingress, egress and public utilities over and across the West 30 feet of the Northeast ¼ of the Southeast ¼ and the West 25 feet of the Southeast ¼ of the Southeast 1/4, all in said Section 3, Township 13 South, Range 17 East, Levy County, Florida.

Parcel Number 0360600500

The North ½ of the Northwest ¼ of Section 2, Township 13 South, Range 17 East, Levy County Florida

Parcel ID#0360400600

The Southwest ¼ of the Southwest ¼ and the North ½ of the Southwest ¼ and the South ½ of the Northwest ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida, LESS AND EXCEPT that property described in Official Records Book 20, Page 144, public Records of Levy County, Florida.

Parcel ID# 0359700000

The Southeast ¼ of the Southwest ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida.

Parcel ID# 0359700300

The Southeast ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida.

Parcel ID# 0359700400

The South ½ of the Northeast ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida. TOGETHER WITH a non-exclusive easement for ingress and egress over and across the East 30 feet of the Northeast ¼ of the Northeast ¼ of said Section 35, and over the East 30 feet of that portion of Section 26, Township 12 South, Range 17 East, lying South of Highway 27-A, as more fully set forth in that certain easement agreement dated October 13, 1966 and recorded in Deed Book 101, Page 79, Public Records of Levy County, Florida.

Parcel ID# 0359701600

The Southeast ¼ of the Northwest 1/4, all in Section 2, Township 13 South, Range 17 East,

BK: 1623 PG: 886

Levy County, Florida.

Parcel ID# 0360400000

The Northeast ¼ of Southwest ¼, all in Section 2, Township 13 South, Range 17 East, Levy County, Florida.

Parcel ID# 0360400400

Part of Section 23, Township 12 South, Range 18 East, inside the Arredondo Grant, Levy County, Florida, more particularly described as follows; commence at the Northeast corner of said Section 23, thence S 00°12'57" East, along the East line of said Section 23, a distance of 1370.00 feet to the Point of Beginning (POB); thence continue S 00°12'57" East, along the East line, 3148.20 feet to the Southeast Corner of said Section 23 as marked by a concrete monument I.D. #2548; thence S 89°38'54" West, along the South line of said Section 23, a distance of 2715.00 feet; thence N 00°12'57" West, a distance of 1365.15 feet; thence S 89°59'38" East, a distance of 330.00 feet; thence N 00°12'57" West, a distance of 1800.00 feet; thence S 89°59'38" East, a distance of 330.00 feet; thence N 00°12'57" West, a distance of 1320.00 feet to the South right-of-way (R/W) line of County Road 335; thence S 89°59'38" East, along the said R/W line, 490.00 feet; thence S 00°12'57" East, a distance of 400.00 feet; thence S 89°59'38" East, a distance of 245.00 feet; thence S 00°12'57" East, a distance of 920.00 feet; thence S 89°59'38" East, a distance of 1320.00 feet to the POB.

TOGETHER WITH: an easement for ingress and egress over the East 30.00 feet of the South 1337 feet of the North, 1370 feet of said Section 23

Subject to any restrictions, easements and/or adverses that pertain to the property.

Parcel ID# 0412300200

A parcel of land lying in Section 23, inside the Arredondo Grant, Township 12 South, Range 18 East, Levy County, Florida, being more particularly described as follows: Commence at a railroad spike at the Northeast corner of said Section 23, Inside the Arredondo Grant, and run N 89°59'38" West, along the North line of said Section 23 2055.00 feet; thence S 00°12'57" East, 50.00 feet to the South right-of-way line of N.E. 75th Street (aka County Road No. 355) and the Point of Beginning of the herein described parcel; thence North 89°59'38" West, along said South right-of-way line, 1320.00 feet; thence South 00°12'57" East, 4489.27 feet to the South line of said Section 23; thence North 89°38'54" East, along said South line, 660.00 feet; thence North 00°12'57" West, 1365.15 feet; thence South 89°59'38" East, 330.00 feet; thence North 00°12'57" West, 1800.00 feet; thence South 89°59'38" East, 330.00 feet; thence North 00°12'57" West, 1320.00 feet to the said Point of Beginning.

Parcel ID# 0412300300

INSTR # 672296, OR BK: 1551 PG: 448, Recorded 9/22/2020 3:11 PM
Rec: \$25.00 Danny J. Shipp, Clerk of the Circuit Court Levy FL Deputy Clerk MBASS1

Case 1:20-cv-00229-MW-GRJ Document 3 Filed 09/14/20 Page 1 of 6

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
GAINESVILLE DIVISION

PNC BANK, NATIONAL
ASSOCIATION,

CASE NO.: 1:20-cv-00229-MW-GRJ

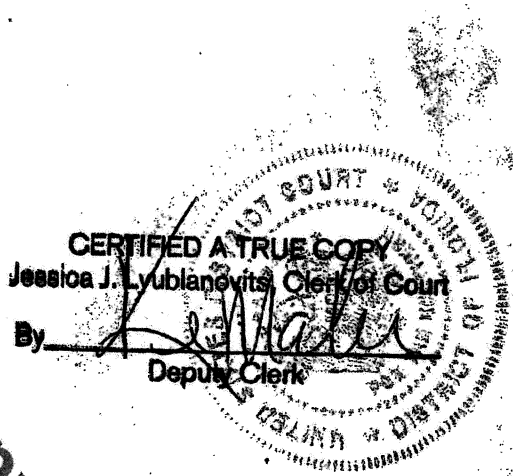
Plaintiff,

v.

RYAN BRADY THOMAS a/k/a RYAN B. THOMAS, an individual, LEE AQUILLA THOMAS, JR. a/k/a LEE A. THOMAS, an individual; LEE AQUILLA THOMAS, JR., as Successor Trustee of the BEVERLY J. THOMAS TRUST, dated October 1, 2003; and LEE AQUILLA THOMAS, JR., as Trustee Under Trust Agreement for Lee A. Thomas dated October 1, 2003, as amended,

Defendants.

Unofficial Copy



NOTICE OF LIS PENDENS

TO THE DEFENDANTS, RYAN BRADY THOMAS a/k/a RYAN B. THOMAS, an individual, LEE AQUILLA THOMAS, JR. a/k/a LEE A. THOMAS, an individual; LEE AQUILLA THOMAS, JR., as Successor Trustee of the BEVERLY J. THOMAS TRUST, dated October 1, 2003; and LEE AQUILLA THOMAS, JR., as Trustee Under Trust Agreement for Lee A. Thomas dated October 1, 2003, as amended, AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:

54476383;1

Case 1:20-cv-00229-MW-GRJ Document 3 Filed 09/14/20 Page 2 of 6

a) The Plaintiff has instituted this action against you seeking to foreclose the following Mortgages recorded in the Public Records of Levy County, Florida, given by the respective Mortgagees, in favor of Plaintiff, PNC Bank, National Association, with respect to the property described in section (d) below:

1. Mortgage given by Lee Aquilla Thomas, Jr., as Trustee Under Trust Agreement for Lee A. Thomas dated October 1, 2003, as Amended, in favor of PNC Bank, National Association dated July 22, 2016, and recorded in Official Records Book 1399, Page 70, Public Records of Levy County, Florida.
2. Mortgage given by Lee Aquilla Thomas, Jr., as Trustee Under Trust Agreement for Lee A. Thomas dated October 1, 2003, as Amended, and Lee Aquilla Thomas Jr, as Trustee Under Trust Agreement for Beverly J. Thomas dated October 1, 2003, as Amended, in favor of PNC Bank, National Association dated July 22, 2016, and recorded in Official Records Book 1399, Page 109, Public Records of Levy County, Florida;
3. Mortgage given by Lee A. Thomas, as Trustee Under the Trust Agreement for Beverly J. Thomas dated October 1, 2003, as Amended, and Lee A. Thomas, as Trustee Under the Trust Agreement for Lee A. Thomas dated October 1, 2003, as Amended, in favor of PNC Bank, National Association dated June 12, 2017, and recorded in Official Records Book 1428, Page 686, Public Records of Levy County, Florida; and
4. Mortgage given by Lee A. Thomas, as Successor Sole Trustee Under Trust Agreement for Lee A. Thomas dated October 1, 2003, as Amended, in favor of PNC Bank, National Association dated June 12,

54476383;1

Case 1:20-cv-00229-MW-GRJ Document 3 Filed 09/14/20 Page 3 of 6

2017, and recorded in Official Records Book 1428, Page 709, Public Records of Levy County, Florida.

b) The Plaintiff in this action is PNC BANK, NATIONAL ASSOCIATION.

c) The date of the institution of this action is September 11, 2020.

d) The property that is the subject matter of this action is located in Levy County, Florida and is described as follows:

Parcel 1:

A parcel of land lying in Section 23, inside the Arredondo Grant, Township 12 South, Range 18 East, Levy County, Florida, being more particularly described as follows:

Commence at a railroad spike at the Northeast corner of said section 23, Inside the Arredondo Grant, and run N. 89°59'38"W., along the North line of said Section 2055.00 feet; thence S. 00°12'57"E., 50.00 feet to the South right-of-way line of N.E. 75th Street (aka County Road No. 335) and the Point of Beginning of the herein described parcel; thence North 89°59'38" West, along said South right-of-way line, 1320.00 feet; thence South 00°12'57"East 4489.27 feet to the South line, of said Section 23; thence North 89°38'54"East, along said South line, 660.00 feet; thence North 00°12'57" West 1365.15 feet; thence South 89°59'38" East 330.00 feet; thence North 00°12'57" West 1800.00 feet; thence South 89°59'38" East 330.00 feet; thence North 00°12'57" West 1320.00 feet to the said Point-of-Beginning.

Parcel 2:

Part of Section 23, Township 12 South, Range 18 East, inside the Arredondo Grant, Levy County, Florida, more particularly described as follows; commence at the Northeast corner of said Section 23, thence S. 00°12'57"E., along the east line of said Section 23, a

Case 1:20-cv-00229-MW-GRJ Document 3 Filed 09/14/20 Page 4 of 6

distance of 1370.00 feet to the Point of beginning (POB); thence continue S. $00^{\circ}12'57''$ E., along the said east line, 3148.20 feet to the Southeast Corner of said Section 23 as marked by a concrete monument I.D. #2548; thence S. $89^{\circ}38'54''$ W., along the South line of said Section 23, a distance of 2715.00 feet; thence N. $00^{\circ}12'57''$ W., a distance of 1365.15 feet; thence S. $89^{\circ}59'38''$ E., a distance of 330.00 feet; thence N. $00^{\circ}12'57''$ W., a distance of 1800.00 feet; thence S. $89^{\circ}59'38''$ E., a distance of 330.00 feet; thence N. $00^{\circ}12'57''$ W., a distance of 1320.00 feet to the South right-of-way (R/W) line of County Road 335; thence S. $89^{\circ}59'38''$ E., along the said R/W line, 490.00 feet; thence S. $00^{\circ}12'57''$ E., a distance of 400.00 feet; thence S. $89^{\circ}59'38''$ E., a distance of 245.00 feet; thence S. $00^{\circ}12'57''$ E., a distance of 920.00 feet; thence S. $89^{\circ}59'38''$ E., a distance of 1320.00 feet to the POB.

TOGETHER WITH: an easement for ingress and egress over the east 30.00 feet of the South 1337.00 feet of the North 1370.00 feet of said Section 23.

Parcel 3:

The South 1/2 of the Northeast 1/4 of Section 35, Township 12 South, Range 17 East, Levy County, Florida.

Together with a non-exclusive easement for ingress and egress over and across the East 30 feet of the Northeast 1/4 of the Northeast 1/4 of said Section 35, and over the East 30 feet of that portion of Section 26, Township 12 South, Range 17 East, lying South of Highway 27-A, as more fully set forth in that certain easement agreement dated October 13, 1966 and recorded in Deed Book 101, Page 79, Public Records of Levy County, Florida.

Parcel 4:

The Southeast 1/4 of Section 35, Township 12 South, Range 17 East, Levy County, Florida.

Case 1:20-cv-00229-MW-GRJ Document 3 Filed 09/14/20 Page 5 of 6

Parcel 5:

The North 1/2 of the Northwest 1/4 of Section 2, Township 13 South, Range 17 East, Levy County, Florida.

Parcel 6:

The Southwest 1/4 and the South 1/2 of the Northwest 1/4 of Section 35, Township 12 South, Range 17 East, Levy County, Florida, LESS AND EXCEPT that property described in Official Records Book 20, Page 144, Public Records of Levy County, Florida.

Parcel 7:

The Southeast 1/4 of the Northwest 1/4 of Section 2, Township 13 South, Range 17 East, Levy County, Florida.

Parcel 8:

The Northeast 1/4 of the Southwest 1/4 of Section 2, Township 13 South, Range 17 East, Levy County, Florida; together with easements for ingress and egress and public utilities over and across the West 30 feet of the West 1/2 of the Southwest 1/4 and the South 30 feet of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 13 South, Range 17 East, Levy County, Florida.

DATED: September 14, 2020.

Respectfully submitted,

/s/ Kimberly A. Lopez

E. Ginnette Childs, Esq.
Florida Bar Number: 0298130
Kimberly A. Lopez, Esq.
Florida Bar Number: 59215

AKERMAN LLP

Post Office Box 231

420 South Orange Avenue, Suite 1200

Orlando, FL 32801-0231

Telephone: (407) 423-4000

✓R

Facsimile: (407) 843-6610

Email: ginny.childs@akerman.com

Email: kimberly.lopez@akerman.com

Attorneys for Plaintiff

Unofficial Copy

INSTR # 696089, OR BK: 1623 PG: 874, Recorded 2/2/2022 2:01 PM
Rec: \$69.50 Danny J. Shipp, Clerk of the Circuit Court Levy FL Deputy Clerk UWILLIAMS

✓R

PREPARED BY:
WADE BOYETTE, ESQUIRE
Boyette, Cummins & Nailos, PLLC
1635 West Highway 50
Suite 300
Clermont, Florida 34711

ASSIGNMENT OF LEASES, RENTALS AND PROFITS

This ASSIGNMENT OF LEASES, RENTALS AND PROFITS (the "Assignment") is made as of this 21 day of January, 2022, by Ryan Brady Thomas, a single man, whose address is 11151 NE 35th Street, Bronson, FL 32621, (hereinafter referred to as "Assignor"), in favor of First Southern Bank, a Alabama banking corporation, whose mailing address is 301 South Court Street, Florence, AL 35630, (hereinafter referred to as "Assignee") and is made with reference to the following:

WITNESSETH:

WHEREAS, Assignor is the owner of certain real property situated in LEVY County, Florida, and more particularly described as:

See Exhibit "A" attached hereto and made a part thereof

(hereinafter referred to as the "Property"); and

WHEREAS, Assignee has agreed to accept a Real Estate Mortgage and Security Agreement and a Mortgage Note from Assignor, providing for an indebtedness due to Assignee in the original, principal amount of FIVE MILLION FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$5,045,000.00); and

WHEREAS, as a condition of the loan evidenced by the Real Estate Mortgage and Security Agreement and Mortgage Note described above, Assignee has required Assignor to execute this Assignment.

NOW, THEREFORE, for and in consideration of Assignee's agreement to accept Assignor's Mortgage and Security Agreement and the Mortgage Note referenced above, in payment of the indebtedness described above, and other good and valuable consideration, receipt of which is hereby acknowledged by the Assignor, and as security for the Real Estate Mortgage and Security Agreement and Mortgage Note hereinafter described, the Assignor covenants and agrees as:

1. Assignment. The Assignor hereby grants, assigns, transfers, and sets over unto Assignee, and to the extent possible, grants a security interest in, any and all right, title and interest of Assignor in all income, rents, issues, profits, revenues, accounts receivable, royalties, contracts to sell any part of the Property or to construct improvements thereon, and all rights and benefits,

whether now existing, owned, held or hereafter acquired of and from the Property and each and every part and parcel thereof and of and from any activity conducted by Assignor on or through use of the Property (herein called the Rents, Issues and Profits). Pursuant thereto, Assignor hereby grants, assigns, transfers and sets over, and to the extent possible, grants a security interest in, all leases, contracts for deed and contracts for sale and all other documents or contractual rights, written or verbal, covering any part or parcel of the Property, whether heretofore or hereafter made, executed and delivered, along with any deposits, accounts or chattel paper arising from any business activity conducted by Assignor on or through use of the Property, and any deposit accounts into which any of the proceeds of the foregoing are deposited.

Assignor further assigns and sets over unto the Assignee, and to the extent possible, grants a security interest in, all proceeds and products derived from the rights, interests and property of Assignor described above.

2. Effective Date. This Assignment shall remain in full force and effect until that certain Real Estate Mortgage and Security Agreement and the Mortgage Note made by Borrower, payable to Assignee, of even date herewith, in the total principal amount of FIVE MILLION FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$5,045,000.00) (herein, the Mortgage Note, together with any subsequent extensions or renewals thereof, are or may be collectively referred to as the "Note") and all obligations secured by that certain Real Estate Mortgage and Security Agreement of even date herewith from Assignor to Assignee (herein called the "Mortgage"), such Mortgage encumbering, among other things, the Property, shall have been fully paid and satisfied, at which time this Assignment shall end.

3. Security Interest. It is agreed that if any of the property herein assigned is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Assignor agree to join with Assignee in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interests under the Uniform Commercial Code.

4. Collection. So long as there shall exist no default by Assignor in the payment of the principal sum, interest and indebtedness evidenced by the Note and secured hereby and by the Mortgage or in the performance of any obligation, covenant or agreement herein or in the Note, or in the Mortgage, or in any other document executed in connection with the loan, Assignor shall have the right to collect the Rents, Leases, Issues and Profits as they come due, but such privilege shall not operate to permit the collection by Assignor of any installments of rent or other sums due in advance of the date prescribed in the lease(s) or contract(s) for the payment thereof.

5. Collection Upon Default. Assignor hereby authorizes and empowers Assignee to collect the Rents, Leases, Issues and Profits as they shall become due, upon or at any time after default in the payment of the principal sum, interest and indebtedness evidenced by the Note and secured hereby and by the Mortgage or after default in the performance of any obligation, covenant or agreement contained herein or in the Note, in the Mortgage, or in any other document executed in connection with the loan or in any lease or contract on the part of Assignor to be performed. Assignor hereby

directs each and all of the tenants of the Property or any part or parts thereof, all contract vendees and account debtors of Assignor to pay such rents or other payments as may now be due or shall hereafter become due to Assignee upon demand for payment thereof by Assignee. Upon demand by Assignee, all tenants, contract vendees and account debtors shall pay the rents, installment payments or other payments to Assignee without further inquiry. In addition to the above, Assignee may, after a default by Assignor, at its option, and without in any way waiving such default:

- (i) exercise, either independently or concurrently, any of its rights or remedies under the Note, the Mortgage, or any other document executed in connection with the loan; and/or
- (ii) exercise, either independently or concurrently, any and all rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida; and/or
- (iii) exercise, either independently or concurrently, any and all other rights and remedies available to Assignee at law or in equity.

6. Return of Interest/Deposits. In no event shall Assignee be responsible to lessees for payment of interest upon, or return of, any lease security deposits or guaranty payments or advanced rental payments nor to contract vendees for any deposits, down payments, or other payments made under any contract.

7. Responsibility and Liability. Assignee shall not be responsible for the control, care or management of the Property or for carrying out any of the terms and conditions of said lease or leases, or for any waste committed or permitted on the Property by any tenant. The Assignee shall not be liable by reason of any dangerous or defective condition of the Property resulting in loss or injury to any tenant or other person, and Assignor agree to indemnify and hold Assignee harmless from any such liability.

8. Mortgagee in Possession. Nothing herein contained shall be construed as making Assignee a mortgagee-in-possession, nor shall Assignee be liable for laches, or failure to collect said Rents, Leases, Issues and Profits, or other payments due, and it is understood that Assignee is to account only for such sums as are actually collected by it.

9. Security. This Assignment is given as security for the performance of each and all of the obligations and covenants of the Mortgage Note, and all other documents and security instruments given with respect to the Mortgage Notes. Amounts collected hereunder, less the expense of collection, including reasonable attorney's fees, (such fees to include attorneys fees incurred on appeal or in bankruptcy proceedings), shall be applied on account of taxes and assessments on the Property, insurance premiums and principal and interest due under the Mortgage Notes.

10. Release From Obligations. Neither the execution of this Assignment, nor any action or inaction on the part of Assignee under this Assignment shall release Assignor from any of its obligations under any or all of the aforesaid leases, contracts for deed, contracts for sale, accounts or

chattel paper or constitute an assumption of any such obligations on the part of Assignee. No action or failure to act on the part of Assignor shall adversely affect or limit in any way the rights of Assignee under or through this Assignment or under any or all of the aforesaid leases, contracts for deed, contracts for sale, accounts or chattel paper.

11. Prior Assignments. Assignor hereby covenants and warrants that it has not executed any prior assignment or pledge of any leases, contracts for deed, or contracts for sale which relate to the Property, or any part thereof, or of any accounts or chattel paper arising from any business activity conducted by Assignor on or through use of the Property. Assignor further covenants and warrants that it has not executed any prior assignment or pledge of the Rents, Issues and Profits from the Property, or any part thereof, nor performed any act or executed any other instrument which might prevent Assignee from operating under any of the terms and conditions of this Assignment, or which would limit Assignee in such operation. Assignor further covenants and warrants that it has disclosed to Assignee all the leases, contracts for deed, contracts for sale, accounts and chattel paper which exist on even date herewith.

12. Indebtedness. Assignor hereby covenants that so long as the aforesaid indebtedness, or any part thereof, shall remain unpaid, Assignor will make no other assignment, pledge or disposition of such leases, contracts for deed, contracts for sale, accounts, chattel paper or of such Rents, Issues and Profits other than such assignments and pledges which are subordinate to this Assignment and approved by Assignee.

13. Obligations. Assignor covenant that at its sole expense it (a) will duly and punctually perform and comply with any and all representations, warranties, covenants, terms and provisions to be performed or complied with by it in the aforesaid leases and contracts; (b) will not voluntarily terminate, cancel or waive its rights or the obligations of any other party under any of the leases or contracts without the express written consent of Assignee; (c) will maintain such leases and contracts in full force and effect and make no alterations, changes or modifications thereto without Assignee's prior written consent; (d) will enforce the leases and contracts in accordance with their terms but will not dispossess or evict any tenant without notice to and approval by Assignee; (e) will appear in and defend any action or proceeding arising under or in any manner connected with any of the leases or contracts or of the representations, warranties, covenants and agreements of it or the other party or parties thereof; (f) will permit Assignee, through its designated agents, employees or such other persons as it may authorize, access to all accounting books, leases, and business records whatsoever pertaining to the Property for the purpose of auditing, reviewing, inspecting or copying the same during regular business hours; (g) will not accept payment of rent for any lease more than one (1) month in advance without Assignee's express consent, except prepayments in the nature of security for the performance by the lessees thereunder; (h) will comply with all state and local laws and ordinances and all regulations and rules of administrative agencies affecting the rental and/or sales activities conducted on the Property; and (i) will take all additional action to these ends as from time-to-time may be requested in writing by Assignee.

14. Further Assurances. Assignor agrees from time-to-time to execute and deliver all such instruments and to take all such action for the purpose of further effectuating this Assignment and

the carrying out of the terms hereof, as may be requested in writing by Assignee.

15. Indemnification. Assignor will indemnify and save harmless the Assignee against any and all expenses, costs and fees, including reasonable attorney's fees, whether or not an action be brought, and including such as are incurred on appeal, which the Assignee incurs or pays on account or growing out of any default, breach or failure to perform by the Assignors of any one or more of the covenants and agreements contained in either (a) this Assignment, (b) any item assigned hereby now in existence, or (c) any item assigned hereby and hereafter made, and such amounts incurred shall be secured hereby and by the lien of the Mortgage.

16. Taxes. In the event any tax or assessment of any kind shall be levied or assessed against the Assignee on account of or incident to this Assignment, the Assignor will pay said tax as soon as it is due and payable, and if the Assignor shall fail to pay any such tax the Assignee may pay the same and the amount paid shall be repaid by the Assignor to the Assignee and shall be secured hereby and by the lien of the Mortgage and shall be immediately due and payable, together with interest at the highest legal rate permitted by law from time-to-time to be charged by Assignee, from and after the date the tax was paid by the Assignee.

17. Defaults. In the event the Assignor defaults in, breaches or fails to perform any one or more of the covenants and agreements contained in this Assignment, such shall constitute a default, breach or failure to perform under the Note, the Mortgage or any other documents executed in connection with the loan from Assignee to Assignor and any default in any other agreement or loan document from Assignor to Assignee shall also constitute a default hereunder. All of the rights and remedies of the Assignee hereunder and under all other loan documents are cumulative and concurrent, and may be pursued singly, successively, or together against Assignor, the Property, the interests hereby assigned and any other security given at any time to secure payment of the Note, all at the sole discretion of Assignee. The rights and remedies provided by this Assignment are in addition to and not in limitation of the Assignee's rights under the terms of any other documents executed in connection with the loan.

18. Waiver. It is understood and agreed that neither the existence of this Assignment nor the exercise of its privileges to collect such Rents, Leases, Issues and Profits hereunder, shall be construed as a waiver by Assignee or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Note evidencing the indebtedness for which this Assignment is given as additional security.

19. Terms. The term "leases" as used herein shall include any and all leases, rental agreements, subleases, licenses, franchises, permits, concessions or other agreements (written or verbal, now or hereafter in effect) which grant the right upon the giving of a valuable consideration to temporarily occupy, use or have a possessory interest in and to the Property or any part thereof and shall also include any and all amendments, modifications, extensions, or renewals to any of the foregoing. The term "tenant" shall include all the parties thereto contracting with Assignor. The term "contracts" as used herein shall include all contracts for deed, contracts for sale or other similar agreements (written or verbal, now or hereafter in effect) which grant the right upon the giving of a

valuable consideration to have a beneficial or outright ownership interest in all or any part of the Property and shall also include any amendments or modifications thereto. The term "contract vendee" and the term "account debtor" shall include all the parties thereto contracting with Assignors. The term "Assignor" shall include the party named as such, its successors and assigns. The term "Assignee" shall include the party named as such, its successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Emily Bean
Witness Name: Emily Bean
Wage Bayette
Witness Name: Wage Bayette

Ryan Brady Thomas
Ryan Brady Thomas

Unofficial Copy

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of January, 2022, by Ryan Brady Thomas, a single person, who is personally known to me FL DL or who has produced FL DL as identification.



Emily Bean
Notary Public
My Commission Expires:

The West ½ of the Southwest ¼ of Section 2, Township 13 South, Range 17 East, Levy County, Florida, less road right of way.

Parcel Number 0360400500

The North 658.72 feet of the Northeast ¼ of the Southeast ¼ of Section 3, Township 13 South, Range 17 East, Levy County, Florida.

Together with an easement for ingress, egress and public utilities over and across the West 30 feet of the Northeast ¼ of the Southeast ¼ and the West 25 feet of the Southeast ¼ of the Southeast 1/4, all in said Section 3, Township 13 South, Range 17 East, Levy County, Florida.

Parcel Number 0360600500

The North ½ of the Northwest ¼ of Section 2, Township 13 South, Range 17 East, Levy County Florida

Parcel ID#0360400600

The Southwest ¼ of the Southwest ¼ and the North ½ of the Southwest ¼ and the South ½ of the Northwest ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida, LESS AND EXCEPT that property described in Official Records Book 20, Page 144, public Records of Levy County, Florida.

Parcel ID# 0359700000

The Southeast ¼ of the Southwest ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida.

Parcel ID# 0359700300

The Southeast ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida.

Parcel ID# 0359700400

The South ½ of the Northeast ¼ of Section 35, Township 12 South, Range 17 East, Levy County, Florida. TOGETHER WITH a non-exclusive easement for ingress and egress over and across the East 30 feet of the Northeast ¼ of the Northeast ¼ of said Section 35, and over the East 30 feet of that portion of Section 26, Township 12 South, Range 17 East, lying South of Highway 27-A, as more fully set forth in that certain easement agreement dated October 13, 1966 and recorded in Deed Book 101, Page 79, Public Records of Levy County, Florida.

Parcel ID# 0359701600

The Southeast ¼ of the Northwest 1/4, all in Section 2, Township 13 South, Range 17 East,

BK: 1623 PG: 881

Levy County, Florida.

Parcel ID# 0360400000

The Northeast ¼ of Southwest ¼ , all in Section 2, Township 13 South, Range 17 East, Levy County, Florida.

Parcel ID# 0360400400

Part of Section 23, Township 12 South, Range 18 East, inside the Arredondo Grant, Levy County, Florida, more particularly described as follows; commence at the Northeast corner of said Section 23, thence S 00°12'57" East, along the East line of said Section 23, a distance of 1370.00 feet to the Point of Beginning (POB); thence continue S 00°12'57" East, along the East line, 3148.20 feet to the Southeast Corner of said Section 23 as marked by a concrete monument I.D. #2548; thence S 89°38'54" West, along the South line of said Section 23, a distance of 2715.00 feet; thence N 00°12'57" West, a distance of 1365.15 feet; thence S 89°59'38" East, a distance of 330.00 feet; thence N 00°12'57" West, a distance of 1800.00 feet; thence S 89°59'38" East, a distance of 330.00 feet; thence N 00°12'57" West, a distance of 1320.00 feet to the South right-of-way (R/W) line of County Road 335; thence S 89°59'38" East, along the said R/W line, 490.00 feet; thence S 00°12'57" East, a distance of 400.00 feet; thence S 89°59'38" East, a distance of 245.00 feet; thence S 00°12'57" East, a distance of 920.00 feet; thence S 89°59'38" East, a distance of 1320.00 feet to the POB.

TOGETHER WITH: an easement for ingress and egress over the East 30.00 feet of the South 1337 feet of the North, 1370 feet of said Section 23

Subject to any restrictions, easements and/or adverbs that pertain to the property.

Parcel ID# 0412300200

A parcel of land lying in Section 23, inside the Arredondo Grant, Township 12 South, Range 18 East, Levy County, Florida, being more particularly described as follows: Commence at a railroad spike at the Northeast corner of said Section 23, Inside the Arredondo Grant, and run N 89°59'38" West, along the North line of said Section 2055.00 feet; thence S 00°12'57" East, 50.00 feet to the South right-of-way line of N.E. 75th Street (aka County Road No. 355) and the Point of Beginning of the herein described parcel; thence North 89°59'38" West, along said South right-of-way line, 1320.00 feet; thence South 00°12'57" East, 4489.27 feet to the South line of said Section 23; thence North 89°38'54" East, along said South line, 660.00 feet; thence North 00°12'57" West, 1365.15 feet; thence South 89°59'38" East, 330.00 feet; thence North 00°12'57" West, 1800.00 feet; thence South 89°59'38" East, 330.00 feet; thence North 00°12'57" West, 1320.00 feet to the said Point of Beginning.

Parcel ID# 0412300300



SILICA EXCLUSION

Refer to Supplemental Declarations if information is not shown on this form.

The amended coverage provided under this endorsement is subject to the *terms* contained in the General Policy Provisions and the Liability Coverage.

Policy No. _____.

Named Insured _____.

WHAT WE DO NOT PAY FOR

The following exclusion is added to the EXCLUSIONS shown in the Liability Coverage:

We do not pay for *bodily injury*, *property damage* or where applicable, *personal injury* or *advertising injury*, arising from the actual, alleged, or threatened exposure to or ingestion, inhalation, absorption or presence of *silica* in any form or to any harmful substance related to *silica*. This exclusion applies to any *occurrence*, notice, claim or suit arising out of or resulting from the deleterious health effects associated with:

1. the existence of *silica*;
2. the handling or storage or transportation of *silica*;
3. the disposal of *silica*;
4. structures, products, property or manufacturing processes containing *silica*;
5. any obligation to share in damages or repay another party or entity who must pay damages due to injury or damage resulting from *silica*;
6. any warranties, whether they are express or implied;
7. any supervision, instructions, recommendations, warnings or advice given or which should have been given; and/or
8. any necessary recall of products.

We do not pay for cost or expense arising out of or resulting from the deleterious health effects associated with *silica* for any denial of access to property from any *silica* or cost or expense arising from the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any manner responding to, or assessing the effects of *silica* sustained by an *insured* or another person or entity .

ADDITIONAL DEFINITION

The following definition is added to the **DEFINITIONS** Section:

Silica means the mineral, silicon dioxide, including *silica* particles, *silica* dust, or *silica* in any form or any substance containing *silica* either alone or when combined with other substances.

All other *terms* and conditions remain unchanged.

View Case

Cited Cases

59 F.4th 1158 (2023)

SABAL TRAIL TRANSMISSION, LLC, Plaintiff-Appellant, v. 18.27 ACRES OF LAND IN LEVY COUNTY, Lee A. Thomas as Successor Sole Trustee of the Trust Agreement for Lee A. Thomas Dated October 1, 2003, Lee A. Thomas as Successor Sole Trustee of the Trust Agreement for Beverly J. Thomas Dated October 1, 2003, Ryan B. Thomas, Drummond Community Bank, Unknown Owners If Any, PNC Bank, National Association, Defendants-appellees, Wilbur F. Dean, Defendant. Sabal Trail Transmission, LLC, Plaintiff-Appellant, v. 2.468 Acres of Land in Levy County Florida, Ryan B. Thomas, Farm Service Agency United States Department of Agriculture Acting on Behalf of United States of America, Unknown Owners If Any, Defendants-Appellees.

LOCAL

Sabal Trail must pay Levy landowners \$1.3M

Andrew Caplan andrew.caplan@gvillesun.com

Published 5:32 p.m. ET Nov. 12, 2018 | Updated 7:35 a.m. ET Nov. 13, 2018

Sabal Trail Transmission was back in federal court in Friday to defend its controversial \$3 billion project and the offers it made to a pair of landowners for uprooting and burying a natural gas pipeline on their property.

That didn't go over so well.

A 12-member jury in Gainesville awarded Levy County residents Lee Thomas and his son, Ryan, more than \$1.3 million for land that Sabal Trail built its pipeline on. The company previously offered the family a combined \$39,100.

"I was happy to see that we came out on top," Thomas said. "It's been a long ordeal."

Sabal Trail spokeswoman Andrea Grover would not say if the company will appeal the jury's award but said the company is weighing its legal options. She would not comment on the original offers.

In 2016, Sabal Trail Transmission began building its 515-mile natural gas pipeline through parts of Alabama, Georgia and into Central Florida. The \$3.2 billion project was a joint venture between Florida Power and Light, Spectra Energy and Duke Energy.

The company sued more than 250 landowners through eminent domain, gaining access to their property to build, and crossed about 370 bodies of water throughout construction of the pipeline, which was met with outrage and protests from environmentalists. Throughout North Central Florida, the pipeline affected residents living in rural parts of Levy, Gilchrist, Marion and Alachua counties.

Those who didn't take the company's initial offers were sued and lost rights to the land without compensation. Landowners who pushed back in court, like the Thomas family, have won significantly more money than the company offered.

“They didn’t think our land was worth as much as we thought it was worth,” Thomas said. “They don’t realize all the work that goes into a working farm.”

The Thomas family has an 837-acre farm in Williston, which is located next to a 40-acre residential property, at 11151 NE 35th St.

Thomas, 74, said his son works full time on the farm, mostly growing watermelon and peanuts. Construction of the pipeline, he said, caused them to lose roughly \$700,000 in crops. Contractors also cut down 25 large oak trees.

Sabal Trail representatives asserted that the company would work with landowners who had legitimate concerns about the pipeline’s placement, though Thomas said that didn’t happen.

“They did not work with us hardly at all,” he said.

Now, he says, company representatives, trucks and planes frequently show up or fly over to check on the easement to ensure there are no problems.

“We bought the property because we wanted privacy, now there’s no privacy at all,” Thomas said. “They can come right through here anytime. You never know who is going to be on your property. For the rest of our lives we’re going to have people coming down that easement.”

Thomas hired Jacksonville-based Brigham Property Rights Law Firm and Gainesville attorney Bill Crispin.

Throughout the pipeline’s construction, Sabal Trail has argued it has federal eminent domain power under the Natural Gas Act as a private, for-profit company.

Attorney Andrew Brigham, however, successfully argued that landowners in Florida must abide by state property laws, not federal. Brigham said the difference is significant in that the U.S. Constitution requires payment of “just compensation,” whereas state law requires “full compensation.”

In April, Brigham also helped a Lake County resident earn \$309,500, nearly four times the amount Sabal Trail initially offered.

The case was settled in a federal court in Ocala. Sabal Trail is appealing that ruling.

Brigham said he has about 50 other clients and about 30 other similar cases challenging Sabal Trail’s offers.

A federal court in Georgia also took a landowner's side back in June. The court awarded a landowner about \$108,000 after they rejected Sabal Trail's \$24,000 offer.

Today in History



[Home](#) / [Browse Decisions](#) / [F.4th](#) / [59 F.4th](#) / [59 F.4th 1158 \(2023\)](#)

SABAL TRAIL TRANSMISSION v. 18.27 ACRES OF LAND

No. 21-11995, No. 21-11998.

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59 F.4th 1158 (2023)

SABAL TRAIL TRANSMISSION, LLC, Plaintiff-Appellant, v. 18.27 ACRES OF LAND IN LEVY COUNTY, Lee A. Thomas as Successor Sole Trustee of the Trust Agreement for Lee A. Thomas Dated October 1, 2003, Lee A. Thomas as Successor Sole Trustee of the Trust Agreement for Beverly J. Thomas Dated October 1, 2003, Ryan B. Thomas, Drummond Community Bank, Unknown Owners If Any, PNC Bank, National Association, Defendants-appellees, Wilbur F. Dean, Defendant. Sabal Trail Transmission, LLC, Plaintiff-Appellant, v. 2.468 Acres of Land in Levy County Florida, Ryan B. Thomas, Farm Service Agency United States Department of Agriculture Acting on Behalf of United States of America, Unknown Owners If Any, Defendants-Appellees.

United States Court of Appeals, Eleventh Circuit.

Filed: February 3, 2023.

Attorney(s) appearing for the Case

Bruce McBrayer Harris, Kurtis T. Bauerle, Gordon H. Harris, Edgar Lopez, Felecia G. Ziegler, Harris Harris Bauerle Ziegler Lopez, Orlando, FL, for Plaintiff-Appellant.

Andrew Prince Brigham, Christopher Bucalo, Edward Scott Copeland, Trevor Shane Hutson, Brigham Property Rights Law Firm, PLLC, Jacksonville, FL, Stephen S. Davis, Mark F. Hearne, II, True North Law, LLC, St. Louis, MO, for Defendant-Appellee Lee A. Thomas as Successor Sole Trustee of the Trust Agreement for Lee A. Thomas Dated October 1, 2003.

Andrew Prince Brigham, Christopher Bucalo, Edward Scott Copeland, Trevor Shane Hutson, Brigham Property Rights Law Firm, PLLC, Jacksonville, FL, Stephen S. Davis, True North Law, LLC, St. Louis, MO, for Defendant-Appellee Lee A. Thomas as Successor Sole Trustee of the Trust Agreement for Beverly J. Thomas Dated October 1, 2003.

Andrew Prince Brigham, Christopher Bucalo, Edward Scott Copeland, Trevor Shane Hutson, Brigham Property Rights Law Firm, PLLC, Jacksonville, FL, Mark F. Hearne, II, True North Law, LLC, St. Louis, MO, for Defendant-Appellee Ryan B. Thomas.

Ryan Daniel O'Connor, Kimberly Lopez, Akerman, LLP, Orlando, FL, for Defendant-Appellee PNC Bank, National Association.

Before Jordan and Rosenbaum, Circuit Judges, and Steele, District Judge.

Rosenbaum, Circuit Judge:

This case is all about our prior-precedent rule. As any practitioner before our Court knows, once a panel—or in this case, the en banc Court—has decided an issue in a published decision, that decision is binding on all future panels. That is so because, as a court of law, we aim for rules to be clear, consistent, and predictable. So when our prior-precedent rule applies, it doesn't matter whether we agree with our earlier decision or not. It doesn't matter whether the prior panel or en banc Court missed an argument or overlooked a reason. It doesn't matter if the current panel thinks the earlier decision was wrong. The current panel must follow the earlier decision.

Here, the parties dispute whether, in a condemnation action where a private entity uses the federal eminent-domain power under the Natural Gas Act, § 15 U.S.C. § 717f(h), federal law or state law supplies the rule of decision in determining what compensation the condemnor must pay the landowner. In this instance, the state's substantive law would provide more compensation than would federal law because the state (Florida) law defines compensation for condemnation as including attorney's fees. Federal law doesn't.

But in resolving this question, all the action takes place in determining whether and, if so, how our predecessor Court's precedent, *Georgia Power Company v. Sanders*, 617 F.2d 1112 (5th Cir. 1980) (en banc)¹, controls our analysis. As it turns out, *Georgia Power* applies. And the facts and administrative scheme involved in that case are so close to those in this one that it's almost like we are deciding the same case again—only this time we are bound by precedent. Because *Georgia Power* applies here, it's game over: *Georgia Power* necessarily dictates the answer. And that answer requires us to choose state law to supply the federal law on the meaning of "compensation" under 15 U.S.C. § 717f(h) of the Natural Gas Act.

After a thorough review of the record and with the benefit of oral argument, we therefore affirm the district court's judgment.

I. BACKGROUND

Plaintiff-Appellant Sabal Trail Transmission, LLC ("Sabal Trail"), is a natural-gas company that has a "certificate of public convenience and necessity" from the Federal Energy Regulatory Commission ("FERC")² under the Natural Gas Act. See 15 U.S.C. § 717f(c). A natural-gas company with such a certificate can exercise eminent-domain power to construct, operate, and maintain natural-gas pipelines.³ *Id.* § 717f(h). Some states, like

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Florida, authorize these licensees to exercise the eminent-domain power of the state to condemn property for the purpose of constructing or maintaining natural-gas pipelines. See, e.g., Fla. Stat. § 361.05. Similarly, Section 717f(h) is a delegation to private parties of the federal government's eminent-domain authority. *PennEast Pipeline Co., LLC v. New Jersey*, ___ U.S. ___, 141 S.Ct. 2244, 2254, 210 L.Ed.2d 624 (2021) ("Since the founding, the Federal Government has exercised its eminent domain authority through both its own officers and private delegates.... Section 717f(h) is an unexceptional instance of this established practice."). So often, private licensees have the option of using state or federal eminent-domain authority to condemn property for use in constructing or maintaining natural-gas pipelines.

Acting under the federal eminent-domain authority, in 2016, Sabal Trail sued to condemn easements on two tracts of land so it could build a natural-gas pipeline through two adjacent properties in Levy County, Florida: an 837-acre farm that Defendant-Appellee Lee Thomas owned and a 40-acre residential tract Lee's son, Defendant-Appellee Ryan Thomas (together, the "Thomas family"), owned. See *Sabal Trail Transmission, LLC v. 18.27 Acres of Land in Levy Cnty.*, 824 F. App'x 621, 623 (11th Cir. 2020) (hereinafter, *Sabal Trail I*). The Thomas family grows watermelons and peanuts, tends cattle, and boards horses on the farm. *Id.* Ryan⁴ operates the farm and lives on the adjoining 40-acre tract with his two children. *Id.*

After Sabal Trail filed the condemnation actions, the district court granted it immediate possession of the land. *Id.* at 623–24. Sabal Trail then built the pipeline across the two properties. *Id.* at 624.

Sabal Trail and the Thomas family could not agree on compensation for the taking, so the district court held a jury trial on that issue. *Id.* The jury awarded \$861,264 to Lee, including \$782,083 in severance damages for the loss in value the pipeline caused to the remainder of the property. *Id.* It awarded \$463,439 to Ryan, including \$451,654 in severance damages. *Id.* Besides the severance damages, the district court also ruled that the Thomas family would be entitled to attorney's fees and costs, though it hadn't yet awarded them. *Id.* at 625.

Sabal Trail appealed. See *Sabal Trail I*, 824 F. App'x 621. Among other things, it sought a new trial on the ground that the district court gave erroneous

jury instructions and allowed opposing counsel to make improper arguments by referring to Florida's "full compensation" standard rather than the United States's "just compensation" standard. Sabal Trail also challenged the ruling on attorney's fees and costs.

We held that, even assuming the references to "full compensation" were erroneous, Sabal Trail failed to show prejudice from them because it did not "identif[y] any differences between the federal and state standards for measuring land value or severance damages that are relevant to

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this case." *Id.* at 626. We also noted that Sabal Trail failed to object to opposing counsel's closing statement at trial, and it was unable to meet the high plain-error standard of review. Finally, we determined, that because the district had not yet set an amount for attorney's fees and costs, it had not yet rendered a "final decision" on that particular matter, so we lacked jurisdiction to review it. We explained that exercising pendent appellate jurisdiction was inappropriate because the attorney's fees arguments were not inextricably intertwined with the other issues on appeal. Rather, we said that the trial issues on appeal at that time required us to determine whether Sabal Trail suffered prejudice, while the issue of attorney's fees "turned on whether federal or state law supplies the applicable rule of decision." *Id.* at 627.

So in sum, we affirmed the judgments awarding compensation to the Thomas family for the value of the condemned land and dismissed Sabal Trail's appeal of the court's ruling that it would have to pay attorney's fees and costs.

On remand to the district court, the parties briefed the issue of attorney's fees and costs. Sabal Trail opposed awarding them, arguing again that the U.S. Constitution's "just compensation" standard should apply and that that standard did not include attorney's fees and costs. The district court rejected Sabal Trail's position, instead concluding that "state substantive law governs the measure of compensation in eminent domain cases brought by private parties against private property owners under the [NGA]." It then awarded over \$765,000 in total fees and costs for both actions. Sabal Trail appeals. ⁵

II. STANDARD OF REVIEW

The question of whether state law or federal law provides the rule of decision to determine whether the Thomas family is entitled to attorney's fees and costs is a question of law that we review *de novo*. *S. Nat. Gas Co. v. Land, Cullman Cnty.*, 197 F.3d 1368, 1372 (11th Cir. 1999).

III. DISCUSSION

We divide our discussion into five parts. In Section A, we analyze the statutory text. In Section B, we review our Circuit's prior-panel precedent rule. Section C discusses *Georgia Power*. In Section D, we explain why our prior-panel precedent rule requires us to conclude that *Georgia Power* controls this case and demands the conclusion that state law supplies the substantive rule for determining compensation in condemnation actions under the Natural Gas Act. And in Section E, we address Sabal Trail's counterarguments to applying *Georgia Power*.

A. The Text of the Natural Gas Act is Inconclusive.

In statutory-construction cases, we first consider the statutory text. *Dixon v. United States*, 900 F.3d 1257, 1263-64 (11th Cir. 2018). If it clearly answers our question, our task ends with the text as well. *Id.*

In relevant part, the Natural Gas Act provides,

(h) Right of eminent domain for construction of pipelines, etc.

When any holder of a certificate of public convenience and necessity cannot acquire by contract, or is unable to agree with the owner of property to the compensation to be paid for, the necessary right-of-way to construct, operate, and maintain a pipe line or pipe lines for the transportation of natural gas, and the necessary land or other property, in addition to right-of-way, for the location of compressor stations, pressure apparatus, or other stations or equipment necessary to the proper operation of such pipe line or pipe lines, it may acquire the same by the exercise of the right of eminent domain in the district court of the United States for the district in which such property may be located, or in the State courts.

15 U.S.C. § 717f(h). Here, the Natural Gas Act does not say whether federal or state law supplies the standard for determining compensation in a condemnation action that a Natural Gas Act licensee institutes relying on the federal power of eminent domain. It is totally silent on the question. And though this section of the Natural Gas Act was last amended in 1988, subsection (h) wasn't touched. *See* Pub. L. No. 474, 102 Stat. 2302 (Oct. 6, 1988).

But at the same time, other sections of the Natural Gas Act *do* answer the question as it relates to them. For instance, § 717y—added in 1978—was intended to "to facilitate voluntary conversion of facilities from the use of natural gas to the use of heavy petroleum fuel oil." 15 U.S.C. § 717y(a)(1). And that section authorizes FERC "to determine the maximum consideration permitted as just compensation under this section," *id.* § 717y(b)(2). In other words, by designating FERC as the supplier of the meaning of "compensation" under Section 717y, the section provides that the measure of compensation is determined under a federal rule.

Yet notably, Section 717y authorizes FERC to determine the meaning of "just compensation" only as it pertains to voluntary conversions under "this section," meaning Section 717y. So Section 717y doesn't control our case because it applies to only voluntary conversions brought under it, not, as here, involuntary condemnations brought under Section 717f(h).

Still, Section 717y's selection of the federal rule is interesting for a different reason. Namely, Section 717y shows that Congress knew how to expressly designate a federal standard as the measure of compensation under the Natural Gas Act. Yet it did not do so in the context of condemnation proceedings. And "[w]here Congress includes particular language in one section of a statute but omits it in another section of the same Act, it is generally presumed that Congress acts intentionally and purposely in the disparate inclusion or exclusion." *Russello v. United States*, 464 U.S. 16, 23, 104 S.Ct. 296, 78 L.Ed.2d 17 (1983) (alteration omitted and quotation marks omitted). Indeed, we have said that "[w]here Congress knows how to say something but chooses not to, its silence is controlling." *Animal Legal Def. Fund v. U.S. Dep't of Agric.*, 789 F.3d 1206, 1218 (11th Cir. 2015) (internal citation and

quotation marks omitted).

Given that silence here, we conclude that Congress has left a gap in the statute on whether state law or federal law should supply the measure of compensation in condemnation proceedings under the Natural Gas Act. *See Ga. Power*, 617 F.2d at 1115. And when "the statute does not specify the appropriate rule of decision, the task of interstitial federal lawmaking falls upon the federal judiciary ... to declare the governing law in an area comprising issues substantially related to an established program of government operation." *Id.* (cleaned up).

[59 F.4th 1164]

We therefore turn to that task. But we don't write on a blank slate because of the prior-precedent rule.

B. We abide by the prior-precedent rule, which means a prior decision of ours binds future panels unless it is overruled by the Court sitting en banc or by a Supreme Court decision that is "clearly on point."

From the earliest days of our Circuit's existence, we have followed what has come to be known as the prior-precedent rule. In *Bonner v. City of Prichard*, 661 F.2d 1206, 1209 (11th Cir. 1981) (en banc), we adopted "the absolute rule that a prior decision of the circuit (panel or en banc) [can] not be overruled by a panel but only by the court sitting en banc." Even a later Supreme Court decision does not provide a basis for failing to follow prior precedent unless the Supreme Court decision is "clearly on point." *Garrett v. Univ. of Ala. at Birmingham Bd. of Trs.*, 344 F.3d 1288, 1292 (11th Cir. 2003). And even then, the Supreme Court decision must "actually abrogate or directly conflict with, as opposed to merely weaken, the holding of the prior panel." *United States v. Kaley*, 579 F.3d 1246, 1255 (11th Cir. 2009).

Not only that, but our prior-precedent rule has no exception when a later panel "is convinced the prior one reached the wrong result—for whatever reason." *Smith v. GTE Corp.*, 236 F.3d 1292, 1303 (11th Cir. 2001). Indeed, we have "categorically reject[ed] any exception to the prior panel precedent rule based upon a perceived defect in the prior panel's reasoning or analysis as it relates to the law in existence at that time." ⁶ *Id.* And our prior-precedent rule also requires us to "follow the reasoning behind a prior holding if we cannot distinguish the facts or law of the case under consideration—even if the present case does not involve precisely the same issue." *Devengoechea v. Bolivarian Rep. of Venezuela*, 889 F.3d 1213, 1227 (11th Cir. 2018).

We have often explained the reasons for the prior-precedent rule. For example, in *Bonner v. City of Prichard*, we emphasized the need for "[s]tability and predictability" in the "proper operation of law," and we explained that the prior-precedent rule "maintain[s]" and "promote[s]" these essential factors. 661 F.2d at 1210. As the Supreme Court has reasoned, following past decisions is important. This practice "furnish[es] a clear guide for the conduct of individuals, to enable them to plan their affairs with assurance against untoward surprise; ... further[s] fair and expeditious adjudication by eliminating the need to relitigate every relevant proposition in every case; and ... maintain[s] public faith in the judiciary as a source of impersonal and reasoned judgments." *Moragne v. States Marine Lines, Inc.*, 398 U.S. 375, 403, 90 S.Ct. 1772, 26 L.Ed.2d 339 (1970).

In sum, as our colleague Judge Ed Carnes memorably penned, "Without the [prior-precedent] rule every sitting of this court would be a series of do-overs, the judicial equivalent of the movie 'Groundhog Day.' While endlessly recurring fresh starts is an entertaining premise for a romantic comedy, it would not be a good way to run a multi-member court that sits in panels." *Atl. Sounding Co. v. Townsend*, 496 F.3d 1282, 1286 (11th Cir. 2007) (E.

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Carnes, J., concurring). We therefore put Punxsutawney Phil aside and adhere to the prior-precedent rule.

C. In Georgia Power, we determined that state substantive law should govern the meaning of "compensation" as used in the Federal Power Act.

With our prior-precedent rule in mind, we review our decision in *Georgia Power*, the decision that we conclude controls the analytical framework here because of the similarity between the statute there and the one here.

Georgia Power arose under the Federal Power Act, 16 U.S.C. § 791a *et seq.* Under the Federal Power Act at that time, the Federal Power Commission (now the Federal Energy Regulation Commission (we refer to the Federal Power Commission and its successor, the Federal Energy Regulation Commission, as the "Commission")) had the authority to issue licenses to (among others) private companies for the purposes of building, operating, or maintaining water-related projects that were "necessary or convenient for the development and improvement of navigation" or "for the development, transmission, and utilization of power across, along, from, or in" any waterways over which Congress has jurisdiction." *Ga. Power*, 617 F.2d at 1114 n.2 (quoting 16 U.S.C. § 797(e) (1976)) (quotation marks omitted).

Through the Federal Power Act, Congress delegated to these licensees the federal authority to exercise the right of eminent domain under certain circumstances, so they could proceed with construction, operation, or maintenance of water-related power projects. *Id.* at 1114. Under this authority, licensee Georgia Power Company, a privately owned Georgia utility, began condemnation proceedings in federal court against Georgia landowners. *Id.* Georgia Power sought to acquire land for its Lake Wallace hydroelectric-power-generating project. *Id.*

Employing the condemnation procedures of what was then Rule 71A, ⁷ FED. R. CIV. P. 71.1, the district court appointed a three-member commission to determine how much compensation the landowners were entitled to. *Ga. Power*, 617 F.2d at 1114. As it turned out, the landowners were entitled to more money under Georgia law than they were under federal law. *See id.* at 1115. So our predecessor Court had to decide whether federal or state law supplied the substantive law for determining the landowners' compensation under the Federal Power Act. *Id.*

We addressed the issue in two parts. *See id.* First, we found it "clear that the source of the eminent domain power at issue [t]here [was] federal." *Id.* As we explained, the licensees "derive[d] their authority to exercise the power of eminent domain from the Federal Power Act, which was passed in the exercise of a constitutional function or power." *Id.* (citing *United States v. Kimbell Foods, Inc.*, 440 U.S. 715, 726, 99 S.Ct. 1448, 59 L.Ed.2d 711 (1979) (citations omitted)) (quotation marks omitted). So, we reasoned, the licensees' rights also "derive[d] from a federal source." *Ga. Power*, 617 F.2d at 1115.

And for those reasons, federal law governed. *See id.*

But that conclusion did not end our inquiry. Even though the Federal Power Act used the federal eminent-domain power, we observed that the Federal Power Act did not specify whether the state or federal

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measure of compensation applied in a private condemnation action under it. *Id.* In the absence of such an indication in the governing statute, we said it was up to us to fill that gap and "declare the governing law in an area comprising issues substantially related to an established program of government operation." *Id.* (internal citation and quotation marks omitted). We explained that our choice for the federal substantive law on the measure of compensation in private-licensee condemnation actions was between federal common law and state law. *Id.*

Before beginning the analysis of whether federal or state law should fill the gap, we started with a presumption of sorts: that a tie would go to state law. To explain why, we began with "[b]asic considerations of federalism, as embodied in the Rules of Decision Act." *Id.* at 1115-16. We noted that the Rules of Decision Act instructs that "[t]he laws of the several states, except where the Constitution or treaties of the United States or Acts of Congress otherwise require or provide shall be regarded as rules of decision in civil actions in the courts of the United States, in cases where they apply." *Id.* at 1116 n.5. Then we reviewed Supreme Court precedent and concluded that it evidenced "a growing desire to minimize displacement of state law." *Id.* at 1118 (citation and quotation marks omitted).

Given this backdrop, we started the rest of our analysis from "the premise that state law should supply the federal rule." *Id.* at 1116. But we said this premise could be defeated by a showing of (1) contrary legislative intent or (2) "other sufficient reasons ... to displace state law with federal common law." *Id.* at 1118.

As to "express congressional intent," we found none that Congress intended for federal common law, as opposed to state law, to govern the determination of compensation in a condemnation action under the Federal Power Act. *Id.* So we moved on to the next inquiry: whether "other sufficient reasons" warranted "displac[ing] state law with federal common law." *Id.*

To answer that question, we analyzed the problem in three steps. *See id.* at 1118-24. *One*, we identified the "specific governmental interests" in play. *Id.* at 1118-21. *Two*, we considered whether applying state law would "virtually ... nullify the federal objectives," *see id.* at 1118, along the way evaluating whether the Federal Power Act required, in defining "compensation," the uniformity that federal law provides. *Id.* at 1121-23. If the answer to either question was "yes," we said, that would amount to "a conflict that preclude[d] application of state law." *Id.* at 1118. But if the answers to both questions was "no," then *three*, we examined "the relative strength of the state's interests in having its rules applied." *Id.* at 1123-24.

At the first step, we acknowledged "the existence of important federal interests in issues arising under the Federal Power Act." *Id.* Indeed, we said "[t]he overriding federal interest at stake in a case such as this one is in implementing or effectuating the federal program." *Id.* at 1120. More specifically, we identified the federal interests or policies under the Federal Power Act as follows: "1) maximization of hydroelectric development, 2) reduced energy costs and 3) minimization of cost to the government should it decide to exercise its option to acquire a project at the expiration of the license term...." *Id.*

At the second step, we determined that applying state law "to the narrow question of the determination of the amount of compensation a licensee must pay a landowner does not result in a conflict which would preclude application of state law." *Id.* at 1121. That is, applying state law to the meaning of "compensation" wouldn't nullify

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the Federal Power Act's objective, nor did the Federal Power Act require uniformity.

On the latter point, we considered whether the Federal Power Act required the uniformity of federal common law. *See id.* at 1121-22. Of course, we recognized that "[i]n any case involving the issue of choice of federal or state law, the desirability of uniformity achieved by application of federal common law may be advanced." *Id.* at 1121. Still, though, we found that uniformity bore "little relation to the federal program at issue." *Id.* In fact, we observed that the Federal Power Act did not "represent an attempt by Congress to provide for application of uniform national law to all aspects of hydroelectric development under the Act." *Id.* at 1121 n.14. Rather, we said, Congress sought "to promote the long needed development of water power." *Id.* So, while uniformity is *always* helpful, we said, it wasn't a particularly salient consideration when it came to the meaning of "compensation" in private condemnation actions under the Federal Power Act.

In further support of our conclusion, we noted that the Federal Power Act "integrat[ed]... state and federal jurisdiction, which carefully preserve[d] the separate interests of the states." *Id.* As examples of this, we pointed to 16 U.S.C. §§ 812 and 813, which "expressly limit[ed] the Commission's authority to regulate rates and other charges, which are directly related to energy costs, to situations where a state does not have its own regulations." *Id.* This example, we said, highlighted "the absence of intent to apply uniform federal law to the compensation question." *Id.*

We also had a third reason why uniformity wasn't especially important on the compensation question. We observed that a licensee under the Federal Power Act "often has the option of utilizing either state or federal eminent domain power (as Georgia Power Company ha[d] with respect to most, if not all, of the land taken for the [project at issue there]." *Id.* at 1122. So, we reasoned, applying federal law "could result in a corresponding loss of uniformity even in a single project." *Id.* Based on these realities, we assumed any advantage of applying either federal or state law over the other "arguably cancel[ed] out the advantage otherwise gained," so we viewed the uniformity inquiry as a wash. *Id.* at 1123.

As to the "nullifying federal objectives" prong of step two, we acknowledged that applying state law would result in higher compensation awards to the landowners. *Id.* at 1121. But we said that did not "amount[] to the kind of conflict which precluded adoption of state law...." *Id.* Still, we recognized that applying state law resulting in higher condemnation costs to the licensee "arguably burden[ed] or interfere[d] with the three [specified] federal interests or policies." *Id.* So we proceeded to the third step—"weigh[ing] the federal interest in avoiding this interference against the state interest in having its law applied." *Id.*

At the third step, we emphasized that property rights—which condemnation implicates—have "traditionally been an area of local concern." *Id.* at 1123. As we explained, "property has been viewed as a bundle of valuable rights and [] the question of what constitutes property is usually determined with reference to state law." *Id.* Given those circumstances, "we [thought] it consistent that the value of those [property] rights also be determined with reference to state law." *Id.* We further reasoned that states also "have an interest in providing economical energy to their citizens," so "accommodating that interest with that of insuring that their condemnee-landowner citizens are compensated in accord with their (states') views of what is just, are

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As to Georgia Power's argument that increased compensation costs would cause increased power costs down the line to consumers, we rejected that as a basis for discounting the states' interests in applying state compensation law. *Id.* at 1123-24. We explained that applying federal law because it decreased the cost of power to the consumer would "require certain Georgia landowners partially to subsidize a private Georgia utility and consumers of electric power in a way which would not be required of them if Georgia law were applied." *Id.* And because we found no "indication of specific legislative intent to impose such a burden on Georgia landowners," we declined to "presume that Congress would have balanced the interests of private licensees and consumers of hydroelectric power, on the one hand, and the property owners, on the other hand," differently from how Georgia's laws "balance such interests." *Id.*

For these reasons, we ultimately concluded that "the showing of federal interests and the effects thereon of applying state law [were not] sufficient to overcome" the "preference" for applying state law. *Id.*

D. Georgia Power requires the conclusion that state law provides the meaning of "compensation" in a condemnation action under Section 717f(h) of the Natural Gas Act.

We now turn to the issue of compensation in private condemnation actions under the Natural Gas Act.

We proceed in two steps. *First*, we recognize that *Georgia Power* supplies the framework for analyzing whether we apply federal or state law as the substantive federal law on the meaning of "compensation" in condemnation actions under the Natural Gas Act. And *second*, we apply *Georgia Power's* framework to the Natural Gas Act.

1. *Georgia Power's* framework controls this case.

Georgia Power supplies the framework to decide this case. Both *Georgia Power* and this case involve the same question: whether to use federal common law or state law as the substantive measure of compensation under federal statutes that delegate the federal government's eminent-domain power to private licensees.

Even though the Natural Gas Act and the Federal Power Act are different, they are not different in any way meaningful to our analysis. *One*, both Acts empower the Commission to award licenses to private entities to construct, operate, and maintain facilities necessary to our nation's energy needs. Compare 16 U.S.C. § 797(e), with 15 U.S.C. § 717f(e). *Two*, Congress intended that the two statutes allow private licensees to exercise the federal eminent-domain power in a co-extensive way. As we discuss more below, see *infra* at 1169-70, Congress amended the Natural Gas Act to make the delegation of the federal eminent-domain power function the same way as it does under the Federal Power Act. *Three*, both Acts delegate the federal government's eminent-domain power to the private licensees. Compare 16 U.S.C. § 814, with 15 U.S.C. § 717f(h). And, *four*, neither specifies whether federal or state law supplies the federal substantive law on the meaning of compensation in such actions. Compare 16 U.S.C. § 814, with 15 U.S.C. § 717f(h).

So we must apply *Georgia Power's* analytical framework here to determine whether federal common law or state law supplies the substantive federal law on the meaning of compensation under the Natural Gas Act. But as it turns out the parallels between the Federal Power Act and the Natural Gas Act are so close in all the ways material under *Georgia Power's* analytical

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framework, that our prior-precedent rule requires us to reach the same answer here as we did in *Georgia Power*.

2. Applying *Georgia Power* to the Natural Gas Act

We approach the question on compensation in two parts, with the second part of our analysis divided into three steps.

At the first part, as we did in *Georgia Power*, we find it "clear that the source of the eminent domain power at issue here is federal." 617 F.2d at 1115. That is so because the licensees under the Natural Gas Act "derive their authority to exercise the power of eminent domain from [a federal statute—this time, the Natural Gas Act], which was passed in the exercise of a constitutional function or power." *Id.* After all, the Natural Gas Act "is a federal statute implementing a nationwide federal program." *Tenn. Gas Pipeline Co., LLC v. Permanent Easement for 7.053 Acres*, 931 F.3d 237, 247 (3d Cir. 2019). Thus, like it did in *Georgia Power*, federal law governs here.

That brings us to the second part of our inquiry: following the *Georgia Power* framework, we begin with "the premise that state law should supply the federal rule," unless we find a contrary legislative intent or we conclude that other reasons require us to apply federal law. *Id.* at 1116. As we have explained, we do that because the Rules of Decision Act expresses "[b]asic considerations of federalism" and sets state law as the default in civil actions. *Id.* at 1115.

a. Applying the Georgia Power framework, we conclude that congressional intent supports the application of state law to define appropriate compensation in condemnation actions under Section 717f(h).

Our legislative-intent inquiry further favors application of state law here because it reinforces the outcome-controlling nature of *Georgia Power*. We find "no express congressional intent," *id.* at 1118, that Congress expected federal common law to supply the measure of compensation in a condemnation action under the Natural Gas Act. To the contrary, the original enactment of the Natural Gas Act did not include an eminent-domain provision because it assumed licensees would be able to institute condemnation proceedings for necessary property under state statutes or

constitutions. See S. Rep. No. 429, at 1-2 (1947)

But when Congress learned state law didn't always provide for eminent-domain actions by licensees, it amended the Natural Gas Act in 1947 to add the eminent-domain provision. See *id.* The Senate Report supporting the bill that became that amendment explained that the eminent-domain provision's wording "follows substantially the wording of the eminent domain provision of the Federal Power Act... which confers upon concerns that have acquired licenses from the Federal Power Commission [now Federal Energy Regulatory Commission] to operate certain power projects, the right to condemn the necessary property for the location and operation of the projects." *Id.* at 1. The Report continued, "When the Congress passed the Natural Gas Act, it failed to include a similar provision of eminent domain to those concerns which qualified as natural gas companies under the act and obtained certificates of public convenience and necessity for the acquisition, construction or operation of natural gas pipe lines." *Id.* at 1-2.

We take two lessons from this history. First, Congress intended the eminent-domain right to be coextensive under the Federal Power Act and the Natural Gas

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Act. That fact strongly suggests that, under both statutes, we must apply the same substantive law on what "compensation" includes. And, because the Federal Power Act uses state substantive law, this suggests that the Natural Gas Act does too.

And second, the fact that Congress initially expected licensees to institute condemnation proceedings under state law independently supports the notion that Congress intended state law to provide the substantive law in condemnation proceedings. To be sure, Congress sought to correct the problem that Natural Gas Act licensees were denied or otherwise unable to exercise the right of eminent domain under state law in some states before the 1947 amendment. See *id.* at 2-3. But ensuring the availability of the right of eminent domain to licensees does not conflict with defining "compensation" under state law. After all, even after the 1947 amendment of the Natural Gas Act, often, private licensees have the option of using state or federal eminent-domain authority to condemn property for use in constructing or maintaining natural-gas pipelines. And the federal standard for compensation in eminent-domain cases establishes the floor, not the ceiling, on compensation. See *Justice v. City of Peachtree City*, 961 F.2d 188, 194 n.1 (11th Cir. 1992) ("States are free to provide [their] residents and visitors with more protection than the United States Constitution requires."). So applying state law on compensation would not undermine a federal interest in ensuring a minimum amount of compensation.

The upshot of our discussion is that we do not find the legislative intent behind the Natural Gas Act's eminent-domain provision to be "contrary" to application of state law on the substantive meaning of "compensation." Rather—and especially given our reading of the Federal Power Act's materially indistinguishable provision—we think congressional intent supports the application of state law here.

b. Applying the Georgia Power framework, we do not find good reason to displace state law on the meaning of "compensation" with the federal common-law definition.

We next assess whether other reasons warrant "displac[ing] state law with federal common law." *Ga. Power*, 617 F.2d at 1118. *Georgia Power* conducts this analysis in three steps: (1) identify the "specific governmental interests" underlying the statute; (2) consider whether applying state law would "virtually ... nullify the federal objectives"; and (3) if not, weigh "the relative strength of the state's interests in having its rules applied." See *id.*

At the first step, we acknowledge that "important federal interests," see *id.*, exist in issues arising under the Natural Gas Act. And as in *Georgia Power*, "[t]he overriding federal interest at stake ... is in implementing or effectuating the federal program." *Id.* at 1120. As for the specific federal interests underlying the Natural Gas Act, the Supreme Court has explained that "the primary aim of the Natural Gas Act is to protect consumers against exploitation at the hands of natural-gas companies." *Sunray Mid-Continent Oil Co. v. Fed. Power Comm'n*, 364 U.S. 137, 147, 80 S.Ct. 1392, 4 L.Ed.2d 1623 (1960) (internal citation and quotation marks omitted). To accomplish this goal, the House and Senate Reports accompanying the bill that became the Natural Gas Act reflect that Congress sought "to regulate the transportation and sale of natural gas in interstate commerce...." H.R. Rep. No. 709, at 1; see also S. Rep. No. 1162, at 1.

Though these last two interests differ from the other interests underlying the Federal Power Act, that fact does not affect

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the outcome at the second step of our analysis. At the second step, as in *Georgia Power*, we conclude that applying state law "to the narrow question of the determination of the amount of compensation a licensee must pay a landowner does not result in a conflict which would preclude application of state law." *Ga. Power*, 617 F.2d at 1121.

In reaching this conclusion, we consider both the need for uniformity and the specific interests behind the Natural Gas Act together, since the analysis is interrelated. As to the first, we cannot say that uniformity in calculating compensation bears any more relation to the aims of the Natural Gas Act than it does to those of the Federal Power Act. See *id.* at 1121-22. Similar to the Federal Power Act's approach to hydroelectric power, the Natural Gas Act does not "represent an attempt by Congress to provide for application of uniform national law to all aspects of [natural-gas sales and transportation] under the Act." See *id.* at 1121 n.14. Rather, the law applies to only interstate transportation and sales of natural gas; it does not apply to intrastate transportation and sales. See 15 U.S.C. § 717(b)-(c). Nor does it apply to sale or transportation of vehicular natural gas in certain circumstances. *Id.* § 717(f)(d).

And even within the interstate-natural-gas field, the Natural Gas Act authorizes "[r]easonable differences in rates, charges, service, facilities, or in any other respect... as between localities." *Id.* § 717c(b). In other words, the Act anticipates that a consumer of natural gas in one state—or even in one part of a state—may not pay the same amount for natural gas as a consumer in a different state or part of a state. So to the extent that paying "compensation" based on state law might cause differences in costs to licensees—and therefore differences in rates to consumers—the Natural Gas Act's rate-setting mechanism can account for that.

Plus, as we've mentioned, and as under the Federal Power Act, private licensees often can choose to use state or federal eminent-domain authority to condemn property for use in constructing or maintaining their projects. See *Ga. Power*, 617 F.2d at 1122 (explaining that, under the parallel text in the Federal Power Act, "a licensee often has the option of utilizing either state or federal eminent domain power"); see also S. Rep. No. 429, *supra*, at 1-2; see, e.g., Fla. Stat. § 361.05. So if we apply the state standard for compensation across the board, that actually promotes uniformity to the extent that the

state standards would apply, regardless of whether a licensee proceeded under the federal or state eminent-domain right. But if we adopt the federal standard for compensation as the substantive rule under the Natural Gas Act, then a lack of uniformity would occur because licensees can elect to proceed under the state eminent-domain right and implicate the state standards for compensation, anyway.

On the other hand, under Section 717's voluntary-conversion program, the Natural Gas Act adopts federal law as the measure of compensation. So employing state law on the measure of compensation in condemnation actions under the Natural Gas Act would result in the application of two different measures of compensation under the same Act. But again, given the difference in purpose between the voluntary-conversion and condemnation provisions, we're not convinced that's a meaningful measure of lack of uniformity.

And even if it is, we don't see how the resulting lack of uniformity materially differs from the lack of uniformity under the Federal Power Act that our predecessor Court addressed in *Georgia Power*. The Federal Power Act provides that the United

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States may decide to take over hydroelectric projects. See 16 U.S.C. § 807. ⁸ If the United States does so, the federal measure of compensation governs. See *Ga. Power*, 617 F.2d at 1122. So we reasoned in *Georgia Power* that "applying federal law to determine the measure of compensation in [situations when the United States takes over a project] but not in [cases when private licensees run projects], might be thought to be ... lacking in uniformity and undesirable." *Id.* Indeed, we noted that it could cause a "loss of uniformity even in a single project." *Id.* at 1122.

Despite this lack of uniformity, we concluded that the provision authorizing the United States to take over private projects, at worst, "arguably cancel[ed] out the advantage otherwise gained" by using state law as the federal substantive standard for "compensation." *Id.* at 1122-23. So we found the uniformity question to be a wash. *Id.* We see no meaningful difference between the situations under the Federal Power Act and the Natural Gas Act as they involve uniformity. We therefore conclude that the uniformity question also comes out even under the Natural Gas Act.

Next, we reach the third step: "weigh[ing] the federal interest in avoiding [any] interference [with the federal interest] against the state interest in having its law applied." *Id.* at 1121. We first recognize that the same state interests at stake in *Georgia Power* are at work here—property rights and "providing economical energy to [the state's] citizens." *Id.* at 1123. So just like in *Georgia Power*, "accommodating [the states'] interest [in "providing economical energy to their citizens"] with that of insuring that their condemnee-landowner citizens are compensated in accord with their (states') views of what is just, are entitled to weight." *Id.*

We must also resolve the argument that applying the state measure of compensation would cause increased power costs to consumers the same way we did in *Georgia Power*. There, as here, we find no "indication of specific legislative intent to impose ... a burden on ... landowners" to "partially ... subsidize a private ... utility and consumers of [natural gas] in a way which would not be required of them if [state] law were applied." *Id.* at 1124. So here, similar to our conclusion in *Georgia Power*, we decline to "presume that Congress would have balanced the interests of private licensees and consumers of [natural gas], on the one hand, and the property owners, on the other hand," differently from how Florida's laws "balance such interests." *Id.*

At bottom, based on the *Georgia Power* analysis that binds us, we must conclude that "the showing of federal interests and effects thereon of applying state law [are not] sufficient to overcome" [the] preference" for applying state law. *Id.* We note that the only two other Circuits to have considered this question have reached the same answer. See *Tenn. Gas Pipeline Co.*, 931 F.3d at 241; *Columbia Gas Transmission Corp. v. Exclusive Nat. Gas Storage Easement* 6, 962 F.2d 1192, 1199 (6th Cir. 1992).

E. Sabal Trail's arguments against applying Georgia Power fail.

Sabal Trail raises two arguments that we have not already addressed in our

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Georgia Power discussion as to why *Georgia Power* should not control our analysis. First, Sabal Trail contends that, because it exercised power delegated to it by the federal government, the Supremacy Clause ⁹ dictates that the federal measure of compensation must apply, and *Georgia Power's* framework is irrelevant. And second, Sabal Trail asserts that Federal Rule of Civil Procedure 71.1 precludes the award of attorney's fees here. We are not persuaded.

First, we address Sabal Trail's Supremacy Clause argument. Sabal Trail relies on *Kohl v. United States*, 91 U.S. 367, 23 L.Ed. 449 (1875), *United States v. Miller*, 317 U.S. 369, 63 S.Ct. 276, 87 L.Ed. 336 (1943), and *PennEast*, ___ U.S. ___, 141 S.Ct. 2244, 210 L.Ed.2d 624, to argue that the federal measure of compensation must govern because, when licensees exercise the federal eminent-domain power, that power and everything that goes with it—including the measure of compensation—are coextensive with whatever they would be if the federal government itself exercised its eminent-domain power. We do not agree that *Kohl*, *Miller*, and *PennEast* require application of the federal measure of compensation to condemnation proceedings under the Natural Gas Act.

For starters, our predecessor Court issued *Georgia Power* after *Kohl* and *Miller* came out. So even if this Court "overlooked" *Kohl* and *Miller*, our prior-precedent rule would still render *Georgia Power* binding. See *Smith*, 236 F.3d at 1303-04.

And in any case, *Georgia Power* did not overlook *Miller* because it distinguished the decision and found it inapplicable to the question of the measure of compensation under the Federal Power Act. More specifically, *Georgia Power* did not find *Miller* instructive because *Miller* involved a situation "where the United States [was] the party condemning and paying for the land," but *Georgia Power* did not. *Ga. Power*, 617 F.2d at 1119. Although licensees rely on the federal power of eminent domain under the Federal Power Act, we explained that "the nature of the federal interests involved differ markedly [when a private licensee institutes condemnation proceedings than] from the nature of the federal interests involved where the United States is the condemnor." *Id.* at 1119-20. Under our prior-precedent rule, then, *Kohl* and *Miller* cannot render *Georgia Power* inapplicable.

As for *PennEast*, of course, an intervening Supreme Court decision can abrogate our precedent. *Kaley*, 579 F.3d at 1255. But to do so, that Supreme Court decision "must be clearly on point" and must "actually abrogate or directly conflict with, as opposed to merely weaken, the holding of the prior panel." *Id.* (citation and quotation marks omitted). *PennEast* does not satisfy that threshold.

In *PennEast*, the Supreme Court held that the Natural Gas Act authorizes private licensees to condemn all necessary property, regardless of whether another private party or a state owns the property. 141 S. Ct. at 2252. In reaching this conclusion, the Court reaffirmed the point from *Kohl* that "[t]he

federal eminent domain power ... can neither be enlarged nor diminished by a State. Nor can any State prescribe the manner in which it must be exercised." *Id.* (quoting *Kohl*, 91 U.S. at 374) (internal quotation marks omitted).

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But *PennEast's* quotations from *Kohl* are not "clearly on point," and *PennEast* does not "actually abrogate or directly conflict with," *Kaley*, 579 F.3d at 1255, our holding in *Georgia Power*. *PennEast* was concerned with a state's attempt to deny exercise of the federal power of eminent domain when Congress chose to delegate that power to a private party. In *Georgia Power* and here, by contrast, no state is denying Sabal Trail's ability to exercise its federal eminent-domain power. Rather, we must "declare the governing law in an area comprising issues substantially related to an established program of government operation" because "the statute does not specify the appropriate rule of decision." *Ga. Power*, 617 F.2d at 1115. More to the point, we must simply ascertain whether state law or the federal common law should supply the measure of compensation for condemnations under Section 717f(h).

Plus, 95 years before *Georgia Power* issued, the Supreme Court wrote the exact same words in *Kohl* that it quoted in *PennEast*. So we cannot say that the Supreme Court's reinvoation of them is something new. And under our prior-precedent rule, even if our Court "overlooked" a reason— including a Supreme Court case—we remain bound by our prior precedent. See *Kaley*, 579 F.3d at 1255.

Second, Sabal Trail contends that Rule 71.1, FED. R. CIV. P., precludes awards of attorney's fees under the Natural Gas Act. In our view, this argument misunderstands the issue. For starters, we do not decide today that attorney's fees and costs are generally recoverable under the Natural Gas Act. Rather, we decide only that we apply state law to determine the measure of compensation in condemnation proceedings arising out of § 717f(h). It so happens that when we do that here, Florida's measure of compensation includes attorney's fees and costs. But that does not change the nature of our decision today to one about whether the Natural Gas Act authorizes awards of attorney's fees. And since the Natural Gas Act does not preclude awards of attorney's fees, that Florida's measure of compensation includes them does not present a problem.¹⁰

As for Rule 71.1, it does not bear on the question of the measure of compensation to apply under the Natural Gas Act. Rather, it governs only "practice and procedure," not substantive law. See *S. Nat. Gas Co. v. Land, Cullman Cnty.*, 197 F.3d 1368, 1373–74 (11th Cir. 1999).¹¹ As we explained in *Southern Natural Gas*, the Advisory Committee Notes provide that "Rule 71A affords a uniform procedure for all cases of condemnation invoking the national power of eminent domain, and ... supplants all statutes prescribing a different procedure." *Id.* at 1374 (citation omitted) (emphasis added). Not only that, but what is currently called Rule 71.1 existed when our predecessor Court issued *Georgia Power*. And the rule also applied to condemnation proceedings under the Federal Power Act at that time. In fact, our Court even cited the rule in its opinion. See *Ga. Power*, 617 F.2d at 1114–15 (noting that, under Rule 71A, the district judge

[59 F.4th 1175]

there appointed a three-member commission to determine the amount of compensation due). So not only does the rule lack relevance to substantive questions of law, but also, under our prior-precedent rule, it cannot free us from *Georgia Power's* binding nature.

In short, *Georgia Power* governs this case from beginning to end. And under it, we are bound to hold that state law supplies the measure of compensation in proceedings that arise under Section 717f(h) of the Natural Gas Act.

IV.

For the foregoing reasons, we hold that state law provides the measure of compensation in proceedings that arise under Section 717f(h) of the Natural Gas Act. The parties agree that under Florida law, the Thomas family is entitled to an award of attorney's fees and costs as part of its compensation. Sabal Trail offers no other reason that the district court's award here should not be upheld. So we affirm the judgment of the district court.

AFFIRMED.

Jordan, Circuit Judge, Concurring:

I agree that *Georgia Power Co. v. Sanders*, 617 F.2d 1112, 1119–20 (5th Cir. 1980) (en banc), controls the outcome of this case, and therefore join Judge Rosenbaum's opinion for the court. But, like the *Georgia Power* dissenters, I "fail to perceive any sound reason to distinguish between condemnation proceedings brought by the United States and those in which it authorizes its power to be used by its statutory licensee for a federal public purpose." See *id.* at 1129 (Rubin, J., dissenting). If I were writing on a blank slate, I would apply the federal standard for just compensation. See also *Tennessee Gas Pipeline Co., LLC v. Permanent Easement for 7.053 Acres*, 931 F.3d 237, 257 (3d Cir. 2019) (Chagares, J., dissenting) ("[B]ecause Congress has authorized natural gas companies to invoke the federal eminent domain power under the [Natural Gas Act], and because exercise of that power entitles a landowner to just compensation under the Fifth Amendment, the question of just compensation in a [Natural Gas Act] condemnation action is a question of federal substantive right to which federal substantive law applies.").

Just compensation under federal law does not include attorney's fees. See *United States v. Bodcaw Co.*, 440 U.S. 202, 203, 99 S.Ct. 1066, 59 L.Ed.2d 257 (1979) ("Thus, attorneys' fees and expenses are not embraced within just compensation."). It seems to me, then, that a private deleguee invoking the federal government's eminent domain power should not have to pay a property owner's attorney's fees. Nothing in the Constitution or the Natural Gas Act dictates otherwise. And "[t]o carve out a separate set of rules for private parties exercising federal eminent domain power for a federal public purpose ... would create an artificial wedge between federal condemnations brought by the United States and federal condemnations brought by private entities acting pursuant to congressionally delegated authority." *Tennessee Gas Pipeline Co.*, 931 F.3d at 257 (Chagares, J., dissenting). See also *Georgia Power Co. v. 54.20 Acres of Land*, 563 F.2d 1178, 1188–89 (5th Cir. 1977) (Wisdom, J.) ("[W]e find no reason to ignore the general rule of following federal law to set compensation because the United States is not taking the land directly.... The balance tips toward the need for federal law."), overruled by *Georgia Power*, 617 F.2d at 1124. Cf. *Nat'l R.R. Passenger Corp. v. Two Parcels of Land*, 822 F.2d 1261, 1265–67 (2d Cir. 1987) (holding, in a case involving Amtrak's condemnation of land pursuant to 45 U.S.C. § 545(d)(1)(B)

[59 F.4th 1176]

(1982), that the federal standard for just compensation applied, and distinguishing *Georgia Power* because "the federal interests supporting Amtrak's mission are identifiable and strong and the application of state law would 'actually frustrate' federal objectives").

FootNotes

* The Honorable John Steele, United States District Judge for the Middle District of Florida, sitting by designation.

1. Decisions of the former Fifth Circuit rendered prior to October 1, 1981, constitute binding precedent in the Eleventh Circuit. *Bonner v. City of Prichard*, 661 F.2d 1206, 1209 (11th Cir. 1981) (en banc).

2. The Natural Gas Act does not refer to FERC specifically. Rather, the statute entrusted the power to grant certificates of public convenience and necessity to the Federal Power Commission. See 15 U.S.C. § 717a(9). But in 1977, when the Department of Energy was created, Congress transferred the power to grant such certificates to FERC, which is housed within the Department of Energy. See 42 U.S.C. § 7172(a)(D).

3. (h) Right of eminent domain for construction of pipelines, etc.

When any holder of a certificate of public convenience and necessity cannot acquire by contract, or is unable to agree with the owner of property to the compensation to be paid for, the necessary right-of-way to construct, operate, and maintain a pipe line or pipe lines for the transportation of natural gas, and the necessary land or other property, in addition to right-of-way, for the location of compressor stations, pressure apparatus, or other stations or equipment necessary to the proper operation of such pipe line or pipe lines, it may acquire the same by the exercise of the right of eminent domain in the district court of the United States for the district in which such property may be located, or in the State courts.

15 U.S.C. § 717f(h).

4. To avoid confusion, we refer to the individual Thomases by their first names.

5. Prior to briefing and oral arguments, we consolidated these appeals: *Sabal Trail Transmission, LLC v. +/-18.27 Acres of Land in Levy County, Florida*, et al., Case Number 21-11995 and *Sabal Trail Transmission, LLC v. 2.468 Acres of Land in Levy County, Florida*, et al., Case Number 21-11998.

6. We have referred to this rule by the interchangeable names of the "prior-panel-precedent rule," see, e.g., *Smith*, 236 F.3d at 1303, and the "prior-precedent rule," see, e.g., *United States v. Vega-Castillo*, 540 F.3d 1235, 1236 (11th Cir. 2008). We refer to the rule here as the "prior-precedent rule" because the prior precedent that controls this case—*Georgia Power*—is not a panel precedent but an en banc precedent. So we think the moniker "prior-precedent rule" more accurately reflects the rule we are applying here.

7. Rule 71A has since been redesignated Rule 71.1. See FED. R. CIV. P. 71.1 Advisory Committee Notes for 2007 amendment. By its terms, Rule 71.1 "govern[s] proceedings to condemn real and personal property by eminent domain, except as [Rule 71.1] provides otherwise."

8. Section 807 authorizes the Commission, after either the expiration of any license or at least two years' notice, "to take over and thereafter to maintain and operate any project or projects" under the Federal Power Act, upon payment for any taking. 16 U.S.C. § 807(a). That provision expressly provides that the United States must pay "just compensation," thereby invoking the federal standard, if it does so. See *id.*

9. The Supremacy Clause provides, "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding." U.S. CONST. art. VI, cl. 2.

10. Sabal Trail also argues that *Georgia Power* does not apply because attorney's fees are not part of "compensation" in a condemnation action. This argument assumes its answer and does not account for Florida's definition of "compensation" in a condemnation action. Indeed, in *Georgia Power*, we recognized that some states "award[] costs and expenses, including attorneys' fees" as part of compensation in condemnation actions. See *Ga. Power*, 617 F.2d at 1119 n.10.

11. Rule 71A, FED. R. CIV. P., was renamed Rule 71.1, FED. R. CIV. P. in 2007. See FED. R. CIV. P. 71.1 Advisory Committee Notes for 2007 amendment.

Comment

Your Name

[Empty text box for name]

Your Email

[Empty text box for email]

Comments

[Empty text box for comments]

12-1-73

FROM-DePetro, JAY DARCY TRUST

JAY DePetro

16410 Starling Ry

SW. Ranches FL.

33331

954-801-0094

TO: LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

DEAR COMMISSIONERS, I AND MY WIFE
OWN 2 LOTS WITHIN 2 MILES OF THE
PROPOSED SAND PIT OPERATION. WE ARE
TOTALLY AGAINST THIS AS WE PLANNED TO RETIRE
AND BUILD 2-3 YRS FROM NOW ON OUR LOTS.
THE SAND PIT WILL PRODUCE - NOISE, DUST,
POLLUTION FROM TRUCKS ETC, AND DIRECTLY
AFFECT THE VALUE OF OUR PROPERTY. WHO
WOULD WANT TO BUILD OR BUY A PROPERTY
THAT CLOSE TO A MAJOR SAND PIT OPERATION?
THE DEVELOPER COULD HAVE BOUGHT OUR PROPERTIES
WITHIN 2 MILES OF THE PIT TO MAKE US WHOLE
BUT THEY DID NOT EVEN OFFER. PLEASE VOTE
AGAINST THE PIT OR PROPOSE THEY OFFER TO
BUY US OUT, AS PART OF THE AGREEMENT

THANKS
Jay DePetro

Cover Sheet

Response to notification
of Petition and hearing

Copy of notice

Lily Hendley
Farms @ Williston Lot# 20

November 16 2023

Dear Sirs of Levy County Board of Commissioners:

Re: Petition No SE 23-01.

Ryan Thomas for 3RT Sand Mine

Levy County should not be stripped of its natural resources and be made of no value.

Levy County is very valuable for its agriculture and pristine water supply.

Mosaic has very high mountains of excavations (minning) where they have stripped and destroyed the soil so completely that the land cannot be bought for decades.

Water contamination issues are accompanied with this minning as well, where the contaminated water leaks into the aquifer.

Levy County has pristine water!

There are also many natural springs in this area, some yet to be discovered.

They would be damaged, destroyed, and contaminated. This could also cause the very serious threat of sink holes.

The financial gain is not worth the risk at any level to the water table and Levy

County residents

Sincerely *RlyHed*

My vote is an absolute. No!

Levy Planning

From: geoffconrad@icloud.com
Sent: Wednesday, November 22, 2023 10:05 AM
To: Levy Planning
Subject: FW: Notice of Public Hearing for Special Exception - Petition SE-23-01

You don't often get email from geoffconrad@icloud.com. [Learn why this is important](#)

From: geoffconrad@icloud.com <geoffconrad@icloud.com>
Sent: Wednesday, November 22, 2023 10:04 AM
To: 'Planning@Levy County.org' <Planning@Levy County.org>
Cc: 'Debbie A Conrad (debaconrad@gmail.com)' <debaconrad@gmail.com>
Subject: Notice of Public Hearing for Special Exception - Petition SE-23-01

Attention: Facilitator or Leader of the Public Meeting concerning Special Exception SE-23-01

I am providing written comments which we hope will be properly considered and part of the formal record of this hearing dated December 5th 2023

My wife Deborah Conrad owns acreage in "The Farm of Williston" since the 1980's. The land was purchased as an investment with the understanding that the vision was to have like minded owners with mini ranches and or larger acres homesteads. We are taxpayers in good standing.

We are opposed to granting "special exception" status to the 1,100 acres identified in the November 1st 2023 letter notification. He is some specific points to support the position of the property owner.

- We have not been able to obtain any credible and fact-based information on the environmental impact of this mining operation to humans, animal, and plant life. The near term and longer-term impacts on the quality of life for all concerned considering equipment emissions, noise, light pollution, and other factors need to be considered. The integrity and quality of the water table is of utmost concern.
- Truck safety with large dump trucks dominating roadways for years of planning mine operations is a accident waiting to happen. Dump drivers are compensated based on the number of loads transported. They are most likely hiring firms that the mine does not own or control. The mine owner has isolated the business legally from their exposure.
- We have concerns that the sand extracted is not for the direct benefit of the nearby citizen of Levy County and Williston. Are the resources being exploited for use by others and the expense of those individuals in proximity to the proposed mine. Is there demonstrated demands for sand that justify the business case for this mine. Would this sand be the best cost per ton based on costs to mine, transportation to market and with the lowest possible impacts to the environmentally.
- Does 3RT Sand Mines have a proven track record of mine development, mine management, balanced stewardship of extraction and taking best practice steps to mitigate impacts, when the mining ends (for whatever reason – failure, change in ownership, etc.)? What is the stated plans for reclamation? We are concerned that 3RT Sand Mines is taking a "get in reap the rewards" and depart without any long-term accountability. All you have to look at as examples of short-term business thinking and underestimating impacts of the phosphate mining operation in Bartow and the nearby Cross Florida Barge Canal, all of which were owners were not fully accountable. Any mining operations needed to have funded and planning reclamation plan with appropriate oversight.

- In data available the current level of unemployment is below 4% and the expectation of greater local employment is questionable. Mines rely on subcontractors and keep the lowest possible of "real" employees. Hire subs or temps is the game. These are not high paying jobs.
- If approved is Levy County prepared:
 - Take safeguards to protect land, water, human needs, and that of the environment?
 - Prepared to immediately lower the neighboring properties taxable values based on the full negative long-term devaluation?
 - Should 3RT Sand Mines be made to purchase buffer properties to better isolate to the mine?
 - Is 3RT Sand Mines paying for any road improvements or any improvements in the roads, drainage, noise abatement? They should pay their full share.

We want to thank the zoning department for your consideration. Any questions or appropriate rebuttal please feel free to contact us.

Sincerely

Deborah and Geoff Conrad

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

11-20-2023

4615 Paysonville Rd
Brandenburg, MS
39018

Planning and zoning Dept,
320 Mango St,
Bronson, Florida 32621

Petition No SE 23-01; R. Thomas

To whom it may concern;

I own four lots within
two miles of Sard mine
site. I am definitely opposed
to the sand mine. It
would greatly depreciate
the value of my property
for lots to build houses
on.

Sincerely

Rita Barley

Philip Porter

4451 NE County Road 337
Bronson Florida 32621

November 20, 2023

Stacey Hectus
Director, Planning and Zoning
320 Mongo St.
Bronson, Florida 32621

Dear Director Hectus,

RE: PETITION NO SE 23-01

Mr. Ryan Thomas is requesting a special exemption to operate a major mining operation with an entrance/exit approximately 300 feet from my front door. This is not acceptable. This proposal has been on the table for more than 6 months and I have not been contacted by Mr. Thomas or anyone from the zoning commission regarding the potential damage this proposal will have on me and my property. Since the entrance to this mining operation is practically on top of me, I am probably the one most negatively effected by this proposal. This is an utter disregard for the consequences of this proposal by Mr. Thomas and the Levy County Planning and Zoning commission. I have made an effort to contact Mr. Thomas by certified mail (Attached) in an attempt to mitigate any damage to myself while still allowing him to pursue his enterprise. He has ignored this attempt. It should be obvious that any benefit derived from this proposed mine is minimal versus the damage to property values and investments lost to the surrounding community. I was planning to invest in Chickens and a large coop for a few thousand dollars as well as another out building for approximately \$15,000.00. I had plans for many other improvements. These plans are no longer feasible under this threat. I'm sure that others in the surrounding area are facing the same problem. I feel that Levy County, as well as, Mr Thomas will be liable for any damage to me and my property. Please take this into consideration before approving the special exemption requested in PETITION NO SE 23-01.

Please oppose this petition.

Sincerely,

Philip Porter



Philip Porter

4451 NE County Road 337
Bronson Florida 32621

July 20, 2023

Ryan Thomas
11151 NE 35th St.
Bronson, FL 32621

Dear Mr. Thomas,

To the point: I wanted to give you the opportunity to purchase my property at fair-market value as I am being forced to relocate due to your proposed mine and truck route. Soon I will place my home on the market as it appears the mine and truck route are a done deal. The truck route enters and exits onto CR 337 practically on top of my property. This could mean up to 300 dump trucks per day stopping, turning, gearing up and down right in front of my home. At this point I don't demand anything except the fair-market value for my property prior to the proposed zoning change. However if that is unattainable due to the proposed mining operation I will have to seek a legal remedy to recoup my loses and expenses.

Thank you for your consideration in this matter.

Philip Porter

Levy Planning

From: Ali Tretheway
Sent: Thursday, November 30, 2023 10:28 AM
To: Levy County Commission District 1; Levy County Commission District 2; Levy County Commission District 3; Levy County Commission District 4; Levy County Commission District 5; Stacey Hectus; Levy Planning; Wilbur Dean
Subject: Fwd: Public Comment Form

Please see email below, this will also be printed for review at the BOCC meeting.

Thank you,

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, FL 32621
Cell: 352-441-0964
Office: 352-486-5218
Fax: 352-486-5167

Under Florida law, email addresses are public records. Your e-mail communications may therefore be subject to public disclosure. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, you may contact this office by phone. The information contained in this email may be privileged and confidential information intended only for the entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, copying or taking action in reliance upon this email is strictly prohibited. If you have received this email in error, please immediately notify the sender and delete this email entirely.

From: noreply@revize.com <noreply@revize.com>
Sent: Thursday, November 30, 2023 7:22:16 AM
To: LevyBOCC <levybocc@levycounty.org>
Cc: Ali Tretheway <tretheway-ali@levycounty.org>
Subject: Public Comment Form

First-and-Last-Name = Dr, On behalf of the University of Florida, we would like to express our concern with a proposed sand mine operation in Levy County, which would be adjacent to UF property and UF's Rosemary Hill Observatory. The Rosemary Hill Observatory, situated on state-owned land, has a 56-year history of operating in Levy County and it serves as a critical resource for the Department of Astronomy, as well as the general public. Currently, the observatory is located in one of the darkest areas in northern Florida, making it an ideal site for astronomical observations. The observatory's significant contributions in education and research enabled it to be listed as one of the 35 Best College Observatories in the US by College Rank and one of the 30 Best College Planetariums and Observatories by Great Value Colleges. Further, the observatory plays an important role in the Department of Astronomy's educational outreach programs, including outreach to local K-12 schools, K-12 teacher training, public and student astronomy clubs, and the general public. We are proud to partner on these outreach activities and believe that they are mutually beneficial to the university and the

community. UF's operations at the observatory are unique and highly specialized, consisting of four facilities, research laboratories, telescope systems, a rotating slit dome, and supporting infrastructure. Over time, UF has made ongoing investments to the observatory, including renovations to the telescope, construction and enhancements to accommodate large classes, as well as the installation of a newly renovated 14-inch Meade telescope that is equipped with advance imaging technology. The total cost to replace these facilities, equipment, and supporting infrastructure is estimated to be more than \$3 million. According to our analysis, the proposed sand mine operation would be located approximately 550 feet from UF's property. Our concerns regarding the proposed sand mine as it relates to the observatory's operations fall into the following categories: (1.) the impact of large amounts of airborne dust particles on equipment and observations, (2.) the impact of light pollution, and (3.) the impact of vibrations. If the proposed sand mine is approved, we expect that negative impacts on the observatory's operation will be unavoidable and will likely render the observatory unusable. We outline each of our operational concerns in detail below.

Impact of Airborne Dust Particles on Equipment and Observations One major concern of the proposed sand mine is the generation of airborne dust particles during mining operations. Given the close proximity of the proposed mine to the observatory, the generated dust particles will inevitably settle on sensitive observatory optics and equipment and impact their performance. Dust on astronomical mirrors would diminish their reflectivity, leading to a reduction in the telescope's performance. Additionally, dust accumulated on mirrors, lenses, and filters can introduce optical aberrations such as scattering and diffraction, degrading the quality of our astronomical images. Airborne dust will also negatively affect the quality of our astronomical observations by scattering or blocking the incoming light. The length of the time that dust particles from a sand mine stay suspended in the atmosphere depends on several factors including the size and characteristics of the dust particles, the weather conditions, and topography. Many of these factors are uncontrollable and could suspend telescope operations. More critically the amount of airborne dust in the vicinity of the telescopes would need to be continuously monitored when the telescopes are operating so that the observatory could close and suspend operations when levels got high enough to cause damage to the equipment.

Impact of Light Pollution Another major concern is that mining operations often require artificial lighting at night either for nighttime operation or for security. This can lead to increased light pollution in the vicinity of the observatory. As mentioned above, the Rosemary Hill Observatory is located in one of the darkest areas of northern Florida. A nearby sand mining operation would compromise the dark-sky quality of the location of the observatory. Introduced artificial light can scatter and create airglow which would reduce the ability to observe faint celestial objects due to the increased background light.

Impact of Vibrations Mining operations can create ground vibrations that could affect the stability and precision of the optical alignment and sensitive astronomical instruments. Aligning the telescope optics is an important, time-consuming task. Having to correct for this on a regular basis would require increased technical support and associated expense and would decrease the effectiveness and usability of the facility. In particular, realignment of the telescope polar axis, a procedure sometimes required at observatories located on sites experiencing mild earthquake tremors, is a difficult task that requires engineering capabilities that may not exist in-house at UF. Given the above potential impacts, we would like to ask the Levy County Commission to withhold approval for the sand mine as it is currently proposed and emphasize that even with steps taken to mitigate for the negative impacts, having a sand mine at the proposed location would likely render the Rosemary Hill Observatory unusable. We are appreciative and proud of UF's long-standing history in Levy County at the Rosemary Hill Observatory. We hope that our partnership will continue in many positive ways in the future. Thank you for your time and consideration. Sincerely, Dr. Elizabeth Lada Chair and Professor UF Department of Astronomy
Elizabeth Lada

Organization-Name-if-applicable = Department of Astronomy, University of Florida

Address- = 211 Bryant Space Science Center

City = Gainesville

State = Florida

PostZip-Code = 32611

Email = elada@ufl.edu

Meeting-Date = Dec 5

Agenda-Item-if-applicable =

Comment = To the Honorable Levy County Commission: On behalf of the University of Florida, we would like to express our concern with a proposed sand mine operation in Levy County, which would be adjacent to UF property and UF's Rosemary Hill Observatory. The Rosemary Hill Observatory, situated on state-owned land, has a 56-year history of operating in Levy County and it serves as a critical resource for the Department of Astronomy, as well as the general public. Currently, the observatory is located in one of the darkest areas in northern Florida, making it an ideal site for astronomical observations. The observatory's significant contributions in education and research enabled it to be listed as one of the 35 Best College Observatories in the US by College Rank and one of the 30 Best College Planetariums and Observatories by Great Value Colleges. Further, the observatory plays an important role in the Department of Astronomy's educational outreach programs, including outreach to local K-12 schools, K-12 teacher training, public and student astronomy clubs, and the general public. We are proud to partner on these outreach activities and believe that they are mutually beneficial to the university and the community. UF's operations at the observatory are unique and highly specialized, consisting of four facilities, research laboratories, telescope systems, a rotating slit dome, and supporting infrastructure. Over time, UF has made ongoing investments to the observatory, including renovations to the telescope, construction and enhancements to accommodate large classes, as well as the installation of a newly renovated 14-inch Meade telescope that is equipped with advance imaging technology. The total cost to replace these facilities, equipment, and supporting infrastructure is estimated to be more than \$3 million. According to our analysis, the proposed sand mine operation would be located approximately 550 feet from UF's property. Our concerns regarding the proposed sand mine as it relates to the observatory's operations fall into the following categories: (1.) the impact of large amounts of airborne dust particles on equipment and observations, (2.) the impact of light pollution, and (3.) the impact of vibrations. If the proposed sand mine is approved, we expect that negative impacts on the observatory's operation will be unavoidable and will likely render the observatory unusable. We outline each of our operational concerns in detail below.

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in Levy County at the Rosemary Hill Observatory. We hope that our partnership will continue in many positive ways in the future. Thank you for your time and consideration. Sincerely, Dr. Elizabeth Lada Chair and Professor
UF Department of Astronomy
Client IP = 68.228.96.4

Levy Planning

From: Stacey Hectus
Sent: Thursday, November 30, 2023 1:19 PM
To: Levy Planning
Subject: FW: Public Comment Form

Follow Up Flag: Follow up
Flag Status: Flagged

Another one.

Stacey Hectus

Planning and Zoning Director
Levy County Planning and Zoning Department
352-486-5203

You can now subscribe to receive Board Meeting Documentation click [here](#).

Please call before coming into the office, with a shortage in staffing, our office hours may be altered.

LAND DIVISION OR COMPLEX USE INQUIRIES REQUIRE AN APPOINTMENT.

(If in a subdivision, please check Deed Restrictions/Covenants with the Clerk of Courts: 352-486-5266 or levyclerk.com)



From: Ali Tretheway <tretheway-ali@levycounty.org>
Sent: Thursday, November 30, 2023 1:14 PM
To: Levy County Commission District 1 <district1@levycounty.org>; Levy County Commission District 5 <district5@levycounty.org>; Levy County Commission District 3 <district3@levycounty.org>; Levy County Commission District 2 <district2@levycounty.org>; Levy County Commission District 4 <district4@levycounty.org>; Wilbur Dean <dean-wilbur@levycounty.org>; Levy Planning <planning@levycounty.org>; Stacey Hectus <hectus-stacey@levycounty.org>
Subject: Fwd: Public Comment Form

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator

Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, FL 32621
Cell: 352-441-0964
Office: 352-486-5218
Fax: 352-486-5167

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From: noreply@revize.com <noreply@revize.com>
Sent: Thursday, November 30, 2023 12:33:39 PM
To: LevyBOCC <levybocc@levycounty.org>
Cc: Ali Tretheway <tretheway-ali@levycounty.org>
Subject: Public Comment Form

First-and-Last-Name = Elizabeth Lada
Organization-Name-if-applicable = Department of Astronomy University of Florida
Address- = 211 Bryant Space Science Building
City = Gainesville
State = FL
PostZip-Code = 32611
Email = elada@ufl.edu
Meeting-Date = December 5, 2023

Agenda-Item-if-applicable = proposed sand mine

Comment = To the Honorable Levy County Commission: On behalf of the University of Florida, we would like to express our concern with a proposed sand mine operation in Levy County, which would be adjacent to UF property and UF's Rosemary Hill Observatory. The Rosemary Hill Observatory, situated on state-owned land, has a 56-year history of operating in Levy County and it serves as a critical resource for the Department of Astronomy, as well as the general public. Currently, the observatory is located in one of the darkest areas in northern Florida, making it an ideal site for astronomical observations. The observatory's significant contributions in education and research enabled it to be listed as one of the 35 Best College Observatories in the US by College Rank and one of the 30 Best College Planetariums and Observatories by Great Value Colleges. Further, the observatory plays an important role in the Department of Astronomy's educational outreach programs, including outreach to local K-12 schools, K-12 teacher training, public and student astronomy clubs, and the general public. We are proud to partner on these outreach activities and believe that they are mutually beneficial to the university and the community. UF's operations at the observatory are unique and highly specialized, consisting of four facilities, research laboratories, telescope systems, a rotating slit dome, and supporting infrastructure. Over time, UF has made ongoing investments to the observatory, including renovations to the telescope, construction and enhancements to accommodate large classes, as well as the installation of a newly renovated 14-inch Meade telescope that is equipped with advance imaging technology. The total cost to replace these facilities, equipment, and supporting infrastructure is estimated to be more than \$3 million. According to our analysis, the proposed sand mine operation would be located approximately 550 feet from UF's property. Our concerns regarding the proposed sand mine as it relates to the observatory's

operations fall into the following categories: (1.) the impact of large amounts of airborne dust particles on equipment and observations, (2.) the impact of light pollution, and (3.) the impact of vibrations. If the proposed sand mine is approved, we expect that negative impacts on the observatory's operation will be unavoidable and will likely render the observatory unusable. We outline each of our operational concerns in detail below.

Impact of Airborne Dust Particles on Equipment and Observations: One major concern of the proposed sand mine is the generation of airborne dust particles during mining operations. Given the close proximity of the proposed mine to the observatory, the generated dust particles will inevitably settle on sensitive observatory optics and equipment and impact their performance. Dust on astronomical mirrors would diminish their reflectivity, leading to a reduction in the telescope's performance. Additionally, dust accumulated on mirrors, lenses, and filters can introduce optical aberrations such as scattering and diffraction, degrading the quality of our astronomical images. Airborne dust will also negatively affect the quality of our astronomical observations by scattering or blocking the incoming light. The length of the time that dust particles from a sand mine stay suspended in the atmosphere depends on several factors including the size and characteristics of the dust particles, the weather conditions, and topography. Many of these factors are uncontrollable and could suspend telescope operations. More critically the amount of airborne dust in the vicinity of the telescopes would need to be continuously monitored when the telescopes are operating so that the observatory could close and suspend operations when levels got high enough to cause damage to the equipment.

Impact of Light Pollution: Another major concern is that mining operations often require artificial lighting at night either for nighttime operation or for security. This can lead to increased light pollution in the vicinity of the observatory. As mentioned above, the Rosemary Hill Observatory is located in one of the darkest areas of northern Florida. A nearby sand mining operation would compromise the dark-sky quality of the location of the observatory. Introduced artificial light can scatter and create airglow which would reduce the ability to observe faint celestial objects due to the increased background light.

Impact of Vibrations: Mining operations can create ground vibrations that could affect the stability and precision of the optical alignment and sensitive astronomical instruments. Aligning the telescope optics is an important, time-consuming task. Having to correct for this on a regular basis would require increased technical support and associated expense and would decrease the effectiveness and usability of the facility. In particular, realignment of the telescope polar axis, a procedure sometimes required at observatories located on sites experiencing mild earthquake tremors, is a difficult task that requires engineering capabilities that may not exist in-house at UF. Given the above potential impacts, we would like to ask the Levy County Commission to withhold approval for the sand mine as it is currently proposed and emphasize that even with steps taken to mitigate for the negative impacts, having a sand mine at the proposed location would likely render the Rosemary Hill Observatory unusable. We are appreciative and proud of UF's long-standing history in Levy County at the Rosemary Hill Observatory. We hope that our partnership will continue in many positive ways in the future. Thank you for your time and consideration.

Sincerely, Dr. Elizabeth Lada
Chair and Professor
UF Department of Astronomy

Client IP = 128.227.1.14

Levy Planning

From: Stacey Hectus
Sent: Thursday, November 30, 2023 1:19 PM
To: Levy Planning
Subject: FW: Public Comment Form

Follow Up Flag: Follow up
Flag Status: Flagged

Another one.

Stacey Hectus

Planning and Zoning Director
Levy County Planning and Zoning Department
352-486-5203

You can now subscribe to receive Board Meeting Documentation click [here](#).

Please call before coming into the office, with a shortage in staffing, our office hours may be altered.

LAND DIVISION OR COMPLEX USE INQUIRIES REQUIRE AN APPOINTMENT.

(If in a subdivision, please check Deed Restrictions/Covenants with the Clerk of Courts: 352-486-5266 or levyclerk.com)



From: Ali Tretheway <tretheway-ali@levycounty.org>
Sent: Thursday, November 30, 2023 1:14 PM
To: Levy County Commission District 1 <district1@levycounty.org>; Levy County Commission District 5 <district5@levycounty.org>; Levy County Commission District 3 <district3@levycounty.org>; Levy County Commission District 2 <district2@levycounty.org>; Levy County Commission District 4 <district4@levycounty.org>; Wilbur Dean <dean-wilbur@levycounty.org>; Levy Planning <planning@levycounty.org>; Stacey Hectus <hectus-stacey@levycounty.org>
Subject: Fwd: Public Comment Form

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator

Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, FL 32621
Cell: 352-441-0964
Office: 352-486-5218
Fax: 352-486-5167

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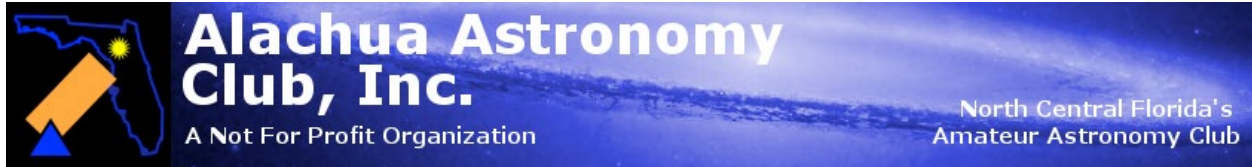
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Sincerely, Dr. Elizabeth Lada Chair and Professor
UF Department of Astronomy

Client IP = 128.227.1.14



December 2, 2023

Alachua Astronomy Club, Inc.
2603 NW 13th St., #161
Gainesville FL 32609-2835

Matt Brooks, Chair
Desiree Mills, Vice Chair
John Meeks, Commissioner
Rock Meeks, Commissioner
Tim Hodge, Commissioner

Re: **Petition No. SE23-01**

Dear County Commissioners:

On behalf of the Alachua Astronomy Club, Inc., a 200 member publicly supported, non-profit organization composed of residents throughout North Central Florida, we are writing to express our concerns regarding a proposed sand mine operation in Levy County, on the agenda for approval, December 5, 2023.

The Alachua Astronomy Club works in conjunction with the Astronomy Department of the University of Florida and utilizes the University's Rosemary Hill Telescope site near Bronson, Florida for observational purposes. The telescope site is unique for its dark sky qualities, situated far from major light pollution sources.

The proposed sand mine is adjacent to this telescope facility and, despite mitigation conditions in the permit, would pose a serious risk of particulate pollution from earthen removal, vibration dangers to sensitive telescopic instrumentation, and light pollution from vehicular and other equipment accessing the site.

Progress always comes at the expense of preexisting land use and enjoyment, and a balancing act is always necessary. Private use and ownership of land can unfortunately impact neighboring ownership in detrimental ways. The Rosemary Hill Observatory is located in an especially dark sky area amenable to sensitive telescopic observation free from detrimental light pollution at night, plus air quality deterioration from fine particulates which negatively impact telescopic surfaces.

The Alachua Astronomy Club urges the Commission to carefully weigh these matters and to look beyond immediate gain and progress, and instead consider these other significant issues. Rosemary Hill Observatory should continue to contribute to the health of the community, and not be made unusable for the sake of temporary benefits.

Thank you for allowing us to express our concerns.

Sincerely,

/Terry Smiljanich

Terry Smiljanich
President
Alachua Astronomy Club, Inc.
Phone: 352-240-6821
terry.smiljanich@alachuaastronomyclub.org

From: [Glen Gamm](#)
To: [Levy County Attorney](#)
Cc: [Shara Meeks](#); [Lynn Zephering](#); [Lynn Flannery](#); [Zeebing](#); [Jessica Fehauer](#)@FloridaOFP.gov; [jarcasca@psdflaw.com](#); [Frank Skovitch](#)
Subject: PETITION NO SE 23-01: Opposition to Proposed Rezoning
Date: Saturday, December 2, 2023 1:29:14 PM
Attachments: [170130129541566b.tg](#)
[170130129541566b.tg](#)
[170130116784460b.tg](#)

You don't often get email from gg2859@aol.com. [Learn why this is important](#)

To: **Nicolle M. Shalley,**
Levy County Attorney;

LESS THAN 48 HOURS AFTER BEING SWORN INTO OFFICE, GOVERNOR RON DESANTIS ISSUED AN EXECUTIVE ORDER OUTLINING HIS BOLD VISION FOR FLORIDA'S ENVIRONMENT.

The Executive Order directs strategic action with a focus on accountability, transparency and collaboration and includes a proposed \$2.5 billion investment over four years. This funding – for Everglades restoration and [protection of our water resources](#) – is the highest level of funding for restoration in Florida's history.

Water is a key part of Florida's cultural heritage and a clean and abundant supply of water is inextricably linked to our future prosperity and economic well-being. The Florida Department of Environmental Protection, Florida Department of Health and Florida Fish and Wildlife Conservation Commission are working together to protect and restore our environment.

[Download Executive Order](#)

Florida is home to more large (first and second magnitude) springs than any other state. Springs support ecosystems, flow into rivers and offer many recreational opportunities.

Update: **Wednesday, November 29, 2023**

To: Levy County Commissioners

- Re: **PETITION NO SE 23-01:** Ryan Thomas for 3RT Sand Mine.
Requesting a Special Exception for a major mining operation
- December 5, 2023 meeting 9:00 AM

Letter of Opposition to Proposed Rezoning and Development

John Meeks, Commissioner - District 1 (Term Ends 2024): district1@levycounty.org
Rock Meeks, Commissioner - District 2 (Term Ends 2026): district2@levycounty.org
Deanne Mills, Vice Chair - District 3 (Term Ends 2024): district3@levycounty.org
Tim Hodge, Commissioner - District 4 (Term Ends 2026): district4@levycounty.org
Matt Brooks, Chair - District 5 (Term Ends 2024): district5@levycounty.org

OFFICIAL NOTICE:

Levy County opted to include Comprehensive Goals, Objectives, and Policies - regarding Springs Protection Zone.

Element Guide, Oct 10, 2019

Objective 1 Springs Protection Zone

Objective 7 Intergovernmental Coordination

Objective 8 Outstanding Florida Springs Priority Focus Areas

Goal 1: Protect 1st and 2nd magnitude springs and springshed areas as fragile resources necessary for sustaining the community's quality of life. 3RT Sand Mine is in Springshed of Rainbow Springs

Objective 1 Springs Protection Zone (SPZ)

Protect 1st and 2nd magnitude springs through the designation of the Fanning, Fanning/Manatee, and Manatee Springsheds as the Springs Protection Zone (SPZ) as depicted in the Levy County Springs Protection Element Map and the implementation of the following policies.

Policy 1.1 Evaluate the commercial and industrial zoning districts within the SPZ and limit those land use activities that pose a significant threat to the springs. Land Use activities that pose a threat to springs shall include, but not be limited to, the following activities:

- All industrial uses;
- Quarrying, mining and processing of raw materials;**
- Gas stations;
- Spray fields, land spreading of bio-solids; and
- The concentration of onsite sewage treatment and disposal units of intensity greater than one dwelling unit per three acres.

Policy 1.2 Where avoidance of impacts through the limitation of land use activities is not feasible, implement strategies and design standards in the land development regulations that will minimize the impact of use and development within the SPZ.

Policy 1.3 Mitigation of development impacts may include design techniques, location requirements, additional buffering requirements or other site design standards.

Springs Protection Element Page 1 of 6

Objective 7 Intergovernmental Coordination

Coordinate with local governments throughout the springs and springshed areas to ensure a consistent approach to springs, springshed, (including Rainbow Springs) and aquifer protection.

Policy 1 The County shall consider an interlocal agreement that specifies responsibilities for land development regulation, stormwater management, and other matters that impact the springs and springsheds. The interlocal agreement containing joint strategies for springs protection shall be implemented by all local governments within a springshed. Why is Levy County not including Marion County or the City of Dunnellon with this discussion?

Policy 7.2 County shall consider the creation of a joint development review board

to be composed of representatives from all local governments within the **identified springsheds,** as well as affected regional and state agencies. **The Springshed of Rainbow Springs has been clearly identified. (is a 1st magnitude spring).**

Objective 8 Outstanding Florida Springs Priority Focus Areas

Levy County **will continue to protect the most vulnerable areas of identified Outstanding Florida Springs. 3RT Sand Mine**

Policy 8.1 Levy County will coordinate with the Florida Department of Environmental Protection and the water management districts to protect the priority focus areas for identified Outstanding Florida Springs (Manatee and Fanning Springs).

Policy 8.2 Once the priority focus area is established for an Outstanding Florida Spring, Levy County will adhere to the requirements contained in section 373.811, F.S. Springs Protection Element

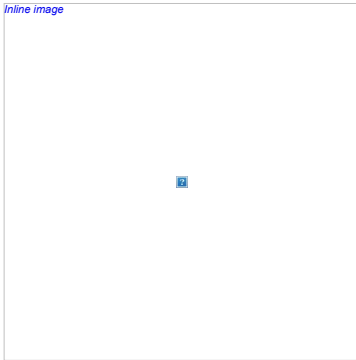
Rainbow Springs 2023-07-23

Levy County 3RT Sand Mine is in Springshed of Rainbow Springs 2023-07-23

Update 2023-07-24: [Draft Conditions from the Planning Commission to the BoCC on SE 23-01 3RT Sand Mine, Levy County, FL 2023-07-20.](#)

Maps of Florida Aquifer recharge areas going back to at least 1995 appear to show the mine site in a recharge zone.

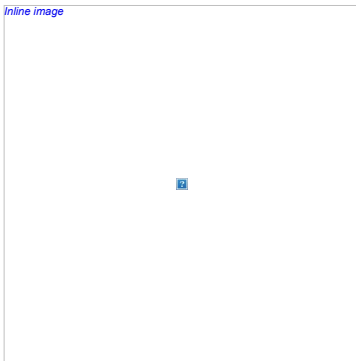
[inline image](#)



[Rates of Recharge and Discharge to the Floridan Aquifer System in the Suwannee River Water Management District, 1995, FCIT USE, <http://fcit.usf.edu/florida/maps/pages/9000/9016/9016.htm>](#)

This more recent map also appears to show that.

[inline image](#)



[Estimated Pre-Development Recharge, Hydrogeology of Florida, by Sam Uechurch, Thomas M. Scott, Michael C. Alfieri, Beth Fratessi & Thomas L. Dobeckl, First Online, 30 September 2018, DOI 10.1007/978-3-319-69635-5_4](#)

But let's look for something more authoritative. Like the Florida Department of Environmental Protection (FDEP) [Basin Management Action Plan \(BMAP\) for Rainbow Springs, December 2015](#). Which is one of the BMAPs [required by the Florida legislature](#).

The first figure in that BMAP shows the west border of the Rainbow Springs BMAP area extending from Bronson southwest down CR 337 towards Dunnellon.

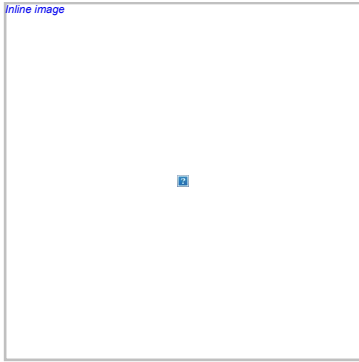


Figure 1: Rainbow Springs BMAP Area

This figure shows the mine site in a high to medium aquifer recharge zone.

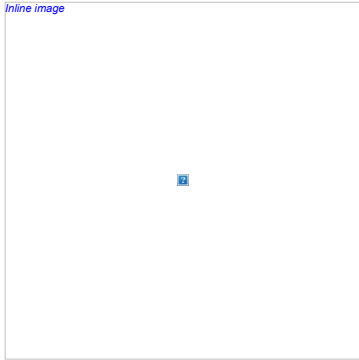


FIGURE 7. DISTRIBUTION OF RECHARGE RATES

For comparison, the yellow outlines towards the upper left of this map are the Levy County parcels of the mine and its access routes. This map's area approximates that of the previous map. You can clearly see the mine site is in the Rainbow Springs springshed.

Seems like SWFWMD and the Levy County staff and Planning Commission need to explain why Rainbow Springs was never even mentioned.

-jsq, John S. Quarterman, [Suwannee RIVERKEEPER@](mailto:Suwannee.RIVERKEEPER@)

<https://url.avanan.click/v2/> https://wwals.net/2023/07/23/levy-county-3rt-sand-mine-is-in-springshed-of-rainbow-springs-2023-07-23/___YXAzOmxdnjbGVyazphOm86ODA4ZDY1NDIhOWwMmExN2M5MjFmOWQyYzBjMmWlZNDi6NjpmMzRIOmM1NTgzNjlkN2YzNjRlMlIiYTM4ZGYwYjRmMjJjNGVhM2NmMWQ0NDQzNzY5ODA1OTZhODNmYmizNGNlMGNlZjg6dDpU

Respectfully,

Glen Garner

PO Box 443

4251 NE 107th CT, Bronson, FL 32621

=====

Glen Garner

- cc Laura.Kramer@FloridaDEP.gov e 6 of 6
- cc Jessica.Fritgatter@FloridaDEP.gov
- cc Stacey Hectus, Planning & Zoning Director
- cc Debbie Benton, Administrative Assistant II
- cc Nicki Bailey, Planner I -
- cc John M. Siracusa, Esq
- cc Frank Paul Slavichak - State Attorney Office 8th Circuit

Stacey Hectus

From: Diane Garte <dianegarte@bellsouth.net>
Sent: Tuesday, July 25, 2023 2:43 PM
To: Stacey Hectus
Cc: Levy County Commission District 2; Levy County Commission District 1; Levy County Commission District 3; Levy County Commission District 4; Levy County Commission District 5; Jason Whistler; Randy Rutter
Subject: Revenue Comparison/3RT Sand Mine Application
Attachments: revcomparison.pdf; County Property Tax Revenue Comparison.pdf

Hi Stacey,

To followup on Ms Shalley's recommendation, I am sending you the bar graph and a narrative for your review and so that it will be part of the file concerning the 3RT petition for Special Exception to county zoning regulations. If you would like to see source files or anything else I used to compile this information, please let me know. I have also asked someone who has run many endurance competitions at high levels to provide input on if the competitions would continue were there frequent trucks on 337.

Based on the fact that there are already 12-15 sand mines in the county, and that the county is disposing of 30,000 tons of glass per month in the landfill, which could be recycled into safe sand, I would like to see a 20 year moratorium on any additional sand mines in the county and will be starting a petition to that effect. I also see problems in that section (C) (3) exception that allows unlimited, unregulated and unmonitored sand mining on agricultural property for "contouring" as I expressed to you previously.

As always, thank you for all that you and your staff do.

Diane

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

County Property Tax Revenue Comparison

By Diane Garte

The attached graph illustrates tax revenues to Levy County from various properties. Figures were compiled from information from the Property Appraiser's database, and the properties were divided into 3 specific areas as follows:

Immediate Area: Properties and neighborhoods in close and immediate proximity to the mine which will be impacted. From 337 east along CR102 turning south at NE 112th Ave, continuing south on NE120th Ave to join CR103 and continuing west to 337 and the properties contained therein except the 3RT properties, and also including properties directly on the south side of 103.

Equestrian Area: Equestrian Activity Area: From 337 as it enters the Goethe Forest south turning east on East Levy Street turning south at SE 130th Ave to CR 326 and continuing west on CR 326 and continuing to 337 including properties and neighborhoods adjacent to the forest.

3RT 1100 Acres: Those parcels specified in Ryan Thomas's petition for the 3RT sand mine.

Argument for Incompatibility: The majority of property owners in the specified area chose to buy and build in this area of the county for the natural setting, flora and fauna, quiet enjoyment of the forest, and the quality of life they value. Allowing a sand mine that will put 150 large trucks per day on a county road that currently has about 10 large trucks per day impacts the quality of life of residents miles away from the actual mine.

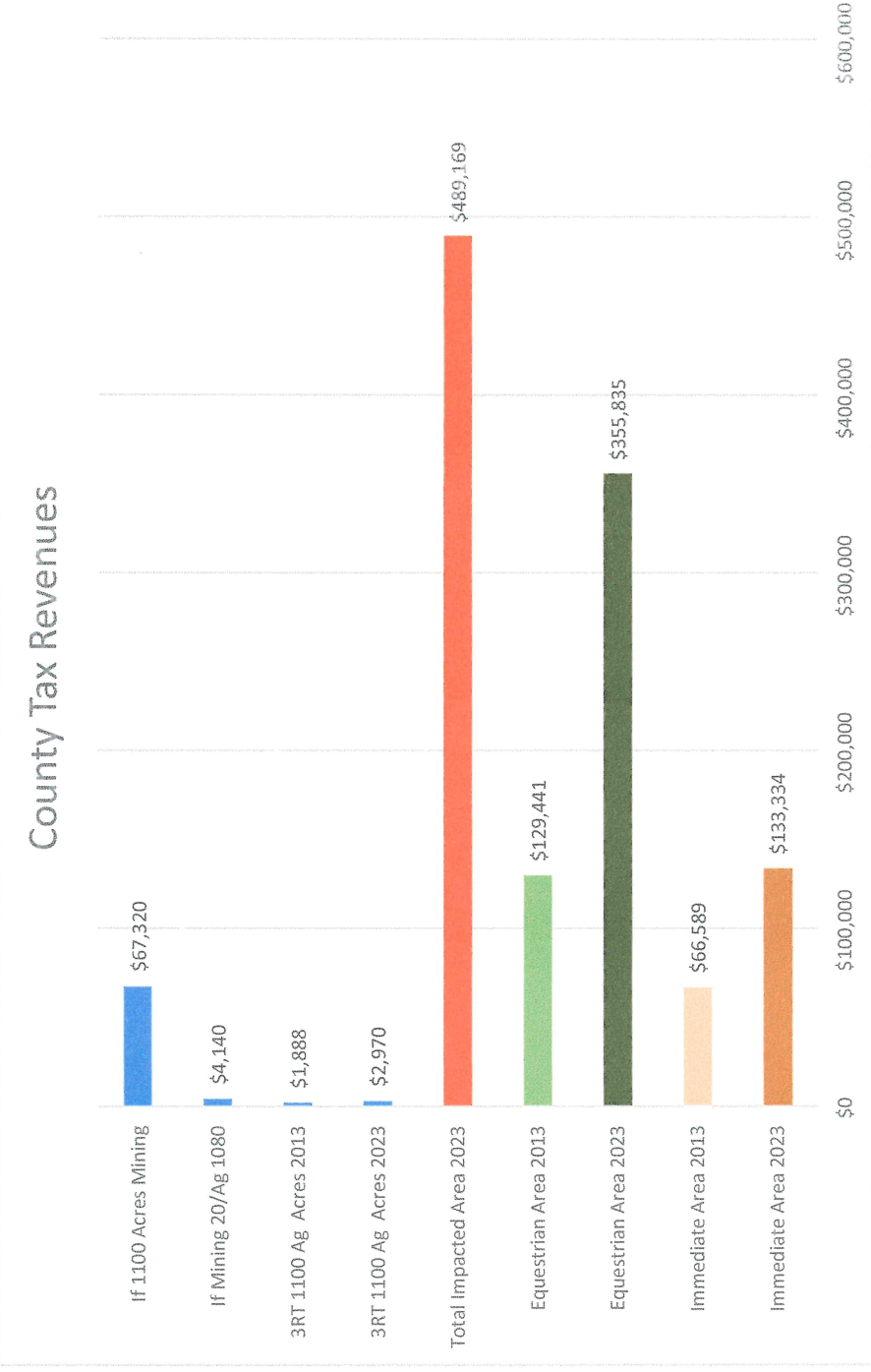
Among those property owners are the growing number of horse people. From trail riders to Olympic qualifiers in Endurance and Carriage Driving, Levy County has enjoyed a significant amount of income coming from equestrian activities and competitions. There are often people with their horses on the side of the road for several miles along 337 and they cross at 7 different locations currently. Heavy truck traffic will hurt the county's equestrian tourism industry. It will also hurt the blossoming bicycle tourism. It is dangerous.

The county has experienced significant increases in revenue from these neighborhoods. I strongly recommend the county do nothing to compromise that growth. Most of these residents who would be impacted are senior citizens, without children in school, who provide little drain on county resources. Many are seasonal and are not homesteaded and many are not under agricultural exemptions.

The county would be better served by continuing to support environmental tourism. After all is said and done, we are the Nature Coast.

Tax Revenues & Growth Over 10 Years

Immediate Area 2023	\$133,334
Immediate Area 2013	\$66,589
difference	\$66,745
Revenue Growth %	100%
Equestrian Area 2023	\$355,835
Equestrian Area 2013	\$129,441
difference	\$226,394
Revenue Growth %	175%
Total Impacted Area 2023	\$489,169
3RT 1100 Ag Acres 2023	\$2,970
3RT 1100 Ag Acres 2013	\$1,888
difference	\$1,082
Revenue Growth %	57%
If Mining 20/Ag 1080	\$4,140
If 1100 Acres Mining	\$67,320



Stacey Hectus

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The attached graph illustrates tax revenues to Levy County from various properties. Figures were compiled from information from the Property Appraiser's database, and the properties were divided into 3 specific areas as follows:

Immediate Area: Properties and neighborhoods in close and immediate proximity to the mine which will be impacted. From 337 east along CR102 turning south at NE 112th Ave, continuing south on NE120th Ave to join CR103 and continuing west to 337 and the properties contained therein except the 3RT properties, and also including properties directly on the south side of 103.

Equestrian Area: Equestrian Activity Area: From 337 as it enters the Goethe Forest south turning east on East Levy Street turning south at SE 130th Ave to CR 326 and continuing west on CR 326 and continuing to 337 including properties and neighborhoods adjacent to the forest.

3RT 1100 Acres: Those parcels specified in Ryan Thomas's petition for the 3RT sand mine.

Argument for Incompatibility: The majority of property owners in the specified area chose to buy and build in this area of the county for the natural setting, flora and fauna, quiet enjoyment of the forest, and the quality of life they value. Allowing a sand mine that will put 150 large trucks per day on a county road that currently has about 10 large trucks per day impacts the quality of life of residents miles away from the actual mine.

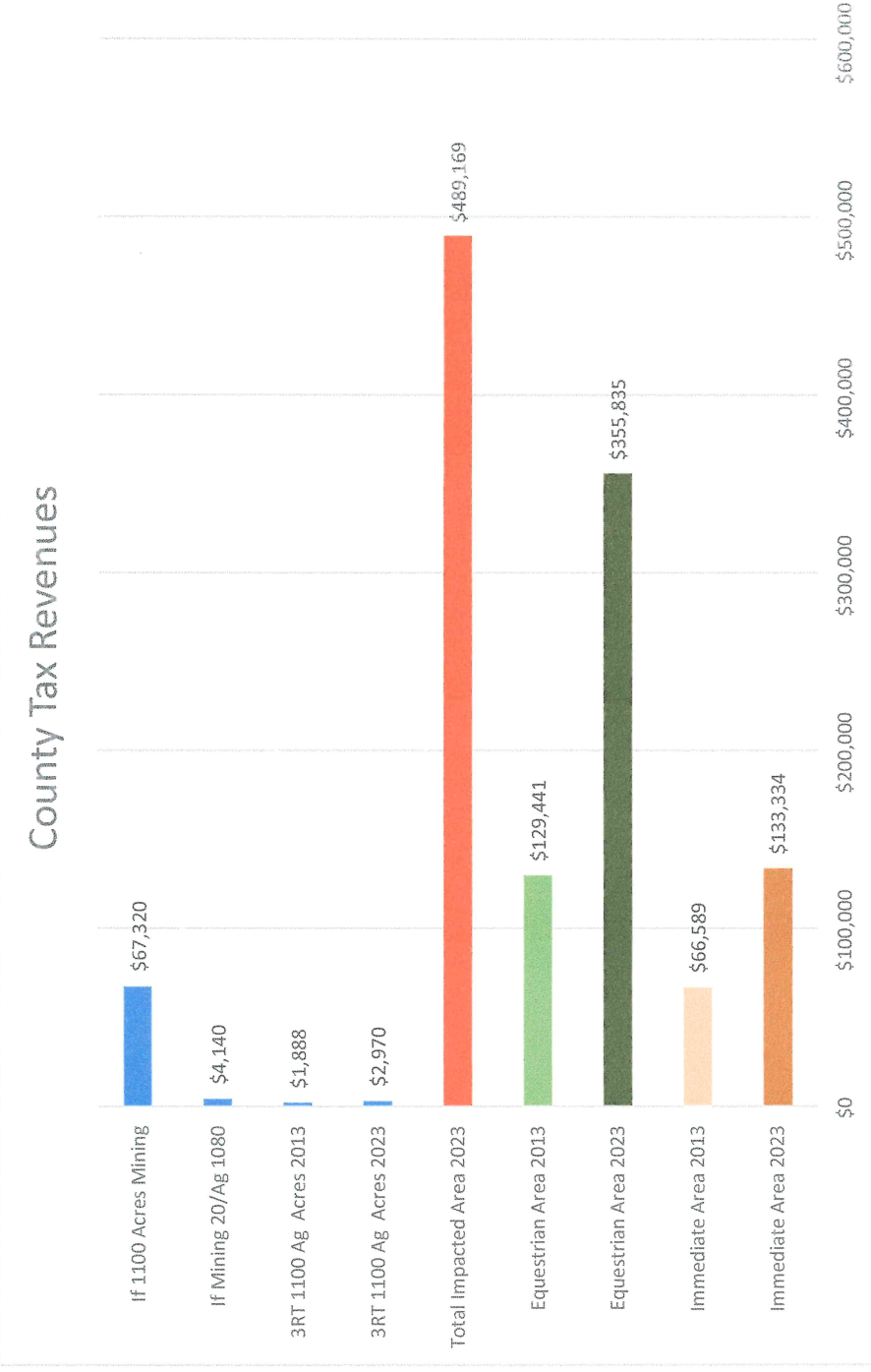
Among those property owners are the growing number of horse people. From trail riders to Olympic qualifiers in Endurance and Carriage Driving, Levy County has enjoyed a significant amount of income coming from equestrian activities and competitions. There are often people with their horses on the side of the road for several miles along 337 and they cross at 7 different locations currently. Heavy truck traffic will hurt the county's equestrian tourism industry. It will also hurt the blossoming bicycle tourism. It is dangerous.

The county has experienced significant increases in revenue from these neighborhoods. I strongly recommend the county do nothing to compromise that growth. Most of these residents who would be impacted are senior citizens, without children in school, who provide little drain on county resources. Many are seasonal and are not homesteaded and many are not under agricultural exemptions.

The county would be better served by continuing to support environmental tourism. After all is said and done, we are the Nature Coast.

Tax Revenues & Growth Over 10 Years

Immediate Area 2023	\$133,334
Immediate Area 2013	\$66,589
difference	\$66,745
Revenue Growth %	100%
Equestrian Area 2023	\$355,835
Equestrian Area 2013	\$129,441
difference	\$226,394
Revenue Growth %	175%
Total Impacted Area 2023	\$489,169
3RT 1100 Ag Acres 2023	\$2,970
3RT 1100 Ag Acres 2013	\$1,888
difference	\$1,082
Revenue Growth %	57%
If Mining 20/Ag 1080	\$4,140
If 1100 Acres Mining	\$67,320



Levy Planning

From: Amanda Chappel <archappel@gmail.com>
Sent: Tuesday, December 5, 2023 9:05 PM
To: Levy Planning
Subject: Re: Regarding Petition No SE 23-01

You don't often get email from archappel@gmail.com. [Learn why this is important](#)

Elizabeth,
Thank you for getting back to me.

My address is 12770 NE 65th Street Williston FL 32696.

In addition to the oppositions that I presented in my email, I made requests for additional information that should be publicly available.

Can you please provide me with:

- 1) Meeting Notes from the meeting on 12/5/23 relative to this petition
- 2) Any documents that list requirements the Commissioners have made to Ryan Thomas relative to the proposed project
- 3) Any reports that Ryan Thomas has provided to the Planning department relative to potential Impacts (environmental, heritage, etc.)
- 4) Development plan for the proposed project

Additionally, can you provide reasoning for the public hearings relative to this projects being held during business hours when the public has to be at work? It seems inappropriate that this public hearing is being held at a time that most people cannot attend.

And will a second public notice be distributed about the hearing of this second meeting on 12/19? This was not listed on the last document that we received by mail.

Thank you,
Amanda Chappel

On Dec 5, 2023, at 4:23 PM, Levy Planning <planning@levycounty.org> wrote:

Hello Ms. Chappel,

Thank you very much for your response to PETITION NO SE 23-01. Unfortunately the time to submit letters of opposition for review at today's meeting has passed but your letter will still be on file for our Director and Commissioners to review before the second meeting. The sand mine will not be decided on today, it will be continued discussion at the second meeting on Tuesday, December 19th at 9 am. It will be in the auditorium of the Levy County Government Center at 310 School Street, Bronson FL 32621. We encourage to come in person if possible, so that you may voice your concerns and ask any questions you may have. If you are unable to attend, you can listen in on the meeting using the public phone line at 1-

Levy Planning

From: Amanda Chappel <archappel@gmail.com>
Sent: Tuesday, December 5, 2023 4:02 PM
To: Stacey Hectus
Cc: Levy Planning; Levy Planning Zoning
Subject: Regarding Petition No SE 23-01

Some people who received this message don't often get email from archappel@gmail.com. [Learn why this is important](#)

Dear Ms. Hectus,

I am reaching out as I fell ill and was unable to attend the public hearing for Petition No SE 23-01: Ryan Thomas for 3RT Sand Mine today, however, I wanted my concerns to be heard and request additional information on the proposed project as I feel it could have negative implications for the area.

As a Certified Ecologist and resident of Williston, with a property that is adjacent to the proposed project area(s) in Forest Park there are many environmental concerns that both me and my neighbors have relative to potential mining operations in the area.

Has Mr. Thomas had detailed habitat and wildlife surveys conducted on the property(s) and provided an environmental report (EIS) to the County? If so, are you able to provide this to me to review? There are many species of special concern, and threatened and endangered species in the area (Gopher tortoises, bald eagles, Eastern Indigo Snakes, Eastern Black Rails, Sandhill Cranes, Fox Squirrels, Monarch butterflies, etc.) that could potentially occupy the property and thus be negatively impacted by the mining.

Additionally, although these lands have been used for agriculture historically, which has its own environmental impacts, mining is much more invasive and destructive comparatively, which raises concern about having zoning approve the agriculture and rural residential to support mining operations. Other environmental concerns that need to be considered include but are not limited to local/regional air quality which could become diminished due to mining, impairments to downstream water quality due to enhanced erosion, which could impact local wetlands and other protected waterways like Chunky Pond and other downstream recipients. Changes within the watershed ultimately can have implications to all downstream recipients including the Waccasassa Bay Preserve State Park.

Another environmental impact that we would likely see from this project is light pollution. This could have very serious implications on a suite of wildlife as well as current facilities like Rosemary Hill Observatory, which exists next door to this proposed project site. Williston is an area of rare darkness (<https://floridaastronomy.weebly.com/dark-sky-sites.html>), that allows for increase scientific exploration and is something that needs to be considered. What controls would be set in place by the County to ensure that light pollution would not have impacts to the area?

Noise pollution is another issue that would be created by mining operations in the area. Has the county considered this, and if so, what controls would be utilized to control this?

Additionally, has Mr. Thomas had an archeological team conduct an inspection on the proposed project site? There is concern that if approved, this mining operations could have Heritage Impacts that would be irreversible. Since Williston/Bronson exists along a paleo shoreline, "The Cody Escarpment", (<https://www.mysuwanneeriver.com/268/The-Cody-Escarpment>) this mining operation could destroy important

archeological information about Florida's geologic history. A good example of this is Montbrook, the UF led archeological dig site not far from the proposed project site (<https://www.floridamuseum.ufl.edu/montbrook/>).

Furthermore, as a relative new resident to Levy County, what guarantees can the County Commissioners provide to land owners of the area that this mining operation will not negatively impact our property values? My husband and I bought and built a house in Williston to raise a family in a rural residential and agriculture dominated area, not an industrial area that support mining operations. This is a very real concern that my family and my neighbors have relative to this proposed project. With the area growing and other lower impact businesses coming to the area, many of us believe that this land could be utilized in a different manner that could still be profitable to the owner.

Thank you for taking the time to review my concerns. I look forward to hearing from your department about this proposal.

If possible, in addition to any documents that Ryan Thomas has provided relative to the potential impacts I highlighted above, please provide me with any meeting notes that were taken during the public hearing on 12/5/23.

All the best,
Amanda Chappel

941.223.2701

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From: Levy County Commission District 5 <district5@levycounty.org>
Sent: Friday, January 12, 2024 2:46 PM
To: Stacey Hectus <hectus-stacey@levycounty.org>; Levy Planning Zoning <LCPZ@levycounty.org>
Subject: FW: Petition No SE 23-1

Please see below

Ashley Holder

Administrative Assistant II
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Phone: 352-486-5218, Ext 1
Fax: 352-486-5167

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From: Philip Porter <petexx5000@icloud.com>
Sent: Wednesday, January 3, 2024 11:06 AM
To: Levy County Commission District 1 <district1@levycounty.org>; Levy County Commission District 2 <district2@levycounty.org>; Levy County Commission District 3 <district3@levycounty.org>; Levy County Commission District 4 <district4@levycounty.org>; Levy County Commission District 5 <district5@levycounty.org>
Subject: Petition No SE 23-1

You don't often get email from petexx5000@icloud.com. [Learn why this is important](#)

Attn: Levy County Commissioners:

Once again I come before you in writing to address this grievance.

Petition No SE 23 - 1 requesting a special exemption to operate a major mining operation contains false and misleading statements.

From the Petition:

DIVISION 5. STANDARDS AND REQUIREMENTS FOR SPECIAL EXCEPTIONS Subdivision I. Special Exceptions in General

Sec. 50-796. Generally.

3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.

1. *“ By incorporating the requirements of 50-719 of the Levy County Code into the design of the proposed use, the proposed use will not cause substantial injury to the value of the property (s) in the neighborhood where it is located and the land will return to the original use of Farm/Crop land upon completion.” (Applicant response to the rule without any evidence provided)*

This is a False, Misleading and Unsubstantiated statement!

The truth of the matter is: No reasonable person, but only a person with utter disregard for the truth, could believe having a major mining operation's entrance/egress servicing 150 dump trucks per day 1000 ft from my front door would not negatively impact my residential property value. On top of that, there are proposed flashing warning signs that would probably be placed right in front of my house. Then on top of that, County Road 337 has a culvert in front of my house where the shoulder drops off precipitously presenting a major hazard to life with a potential bottleneck so close.

Other property owners are negatively affected also and to approve this Petition based on false statements would be a violation of their rights regardless of the extent of their damages.

People are not ignorant of the nuisance. I lived with hundreds of dump trucks passing my home in the Spring of 2023 while this petitioner illegally mined a pit on the same property. It was unbearable. And that was when the entrance was a 1/2 mile farther down the road. The Commission has heard from the family that was next to that entrance/egress on NE 42nd St. It put that family and their child through hell.

To approve the petition as presented with such obvious false statements would be in violation of Florida Statutes.

Florida Statutes Title XLVI. Chapter 838.022.

Section 838.022 - Official misconduct

(1) It is unlawful for a public servant or public contractor, to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another, by:

(a) Falsifying, or causing another person to falsify, any official record or official document;

(b) Concealing, covering up, destroying, mutilating, or altering any official record or official document, except as authorized by law or contract, or causing another person to perform such an act; or

(c) Obstructing, delaying, or preventing the communication of information relating to the commission of a felony that directly involves or affects the government entity served by the public servant or public contractor.

To approve this petition containing blatantly false and misleading statements is an act of falsifying an official record.

Knowingly creating a false document may also be a violation of Florida Statutes Chapter 895 “Florida RICO (Racketeer Influenced and Corrupt Organization) Act.”

I urge you to consider the consequences of approving a petition with obvious false statements.

Philip Porter
4451 NE County Road 337
Bronson, FL
32621

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Levy Planning

From: Levy Planning
Sent: Tuesday, January 16, 2024 8:49 AM
To: Ali Tretheway
Cc: Stacey Hectus; Levy County Attorney
Subject: RE: Public Comment Form

Thank you I will make sure to include this in the 3RT Sand Mine file.

Thank you and have a blessed day,

Elizabeth Vigorito

Administrative Assistant II

Levy County Planning & Zoning

320 Mongo Street

Bronson, FL 32621

352-486-5203

352-486-5405 Fax

[Levy County Planning & Zoning Website](#)

Office hours are Monday-Friday, 8:00 am-4:30 pm

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From: Ali Tretheway
Sent: Tuesday, January 16, 2024 8:47 AM
To: Levy Planning <planning@levycounty.org>
Cc: Stacey Hectus <hectus-stacey@levycounty.org>; Levy County Attorney <LevyCountyAttorney@levycounty.org>
Subject: FW: Public Comment Form

Alicia Tretheway, MPA
Procurement Coordinator/ADA Coordinator
Levy County Board of County Commission
310 School Street

P.O. Box 310
Bronson, Florida 32621
Cell: 352-441-0964
Phone: 352-486-5218, Ext 2
Fax: 352-486-5167



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From: noreply@revize.com <noreply@revize.com>
Sent: Saturday, January 13, 2024 11:28 PM
To: LevyBOCC <levybocc@levycounty.org>
Cc: Ali Tretheway <tretheway-ali@levycounty.org>
Subject: Public Comment Form

You don't often get email from noreply@revize.com. [Learn why this is important](#)

First-and-Last-Name = Jack Schofield, President WAR, inc.
Organization-Name-if-applicable = Withlacoochee Aquatic Restoration (WAR. inc.)
Address- = PO Box 350
City = Inglis
State = FL
PostZip-Code = 34449
Email = warinc.directors@gmail.com
Meeting-Date = unknown
Agenda-Item-if-applicable = Ryan Thomas Sand Mine
Comment = WITHLACOOCHEE AQUATIC RESTORATION W.A.R. Inc. To implement civic action and to promote the common good of residents of the community with a focus on public awareness and responsible stewardship of regional water resources: the basis for all the natural systems that define Florida's Nature Coast. PO Box 350, Inglis FL. 3444912 January 2024MEMORANDUM FOR: Levy County Board of CommissionersSUBJECT: Ryan Thomas Sand MineCommissioners:The purpose of this correspondence is to express the Withlacoochee Aquatic Restoration (WAR) organization's opposition to the subject mine because it may have a negative impact on the Withlacoochee River system in both flow and water quality. WAR is working hard with numerous governmental and non-government agencies to restore the Withlacoochee River to its "Outstanding Florida Waters" condition.River flow and water quality has been significantly degraded over the years since the failed Barge canal in the 1960's. The proposed sand mine is in the spring shed of Rainbow Springs which is an essential and significant portion of water in the Rainbow River, Lake Rousseau, and the

lower Withlacoochee River. Please do not jeopardize this vital Levy County and Florida's Nature Coast River System by approving this project. Sincerely, Jack H Schofield II The WAR Directors and Officers
Client IP = 23.123.111.76

Dear Mr. Meeks,

**VOTE NO TO SAND MINE PETITION NO SE 23-01
ON FEBRUARY 6, 2024**

Mining operations involve habitat destruction and biodiversity erosion. Residents, especially those living close to Ryan's farm are vehemently opposed to Petition NO SE 23-01 requesting a "Special Exception" for a major mining operation allowing a sand mine on 400 acres of agricultural, and residential areas as it will degrade and damage the environment.

Negative environmental impacts seem to outweigh positive effects in mining worldwide. Environmental effects of mining include: erosion, sink holes, loss of biodiversity due to contamination of soil, groundwater, and surface water by chemicals emitted from mining processes. These processes can affect the atmosphere from the emissions of carbon which have an effect on the quality of human health and biodiversity. Soil erosion can decrease the water availability for plant growth and disturb or destroy productive grazing and croplands on farms. A sink hole at or near a mine site can occur from the failure of a mine roof from the extraction of resources. This can be a serious hazard to life as well as property devaluation. Accidents involving children and grazing animal are common. This is too high a price to pay!

It is well documented that large areas of farmland in other parts of the country have been destroyed by sand mines. Instead of growing crops that feed people, and a loss of recreational potential or developing a productive equine industry, the land becomes berms, walls of subsoil and topsoil piled up to 30 feet to hide the mines. Farmers cultivating and grazing lands are destroyed as the demineralization and pollution of soil and surroundings lead to formation of dead zones. People are left with acres of holes in the ground in place of what was once rich, productive farmland. ***In the upper Midwest, 5 sand mines exploded into 129 huge industrial sand facilities – including mines, processing plants and rail heads. Do we want to see this development and ruination here? Do we want to see Bronson turned into a Industrial, Commercial spot on the road instead of a thriving rural, agricultural community?***

These mines destroy rural communities along with the farmland. Sand mines use millions of gallons of groundwater every day. The water table will be lowered. A lowered water table due to mining leaves drinking water wells dry and a deterioration of water quality due to the dissolved materials from mining activities. LOCAL WELLS will run dry, and the long-term availability of water for homes and farms will be threatened. Noise pollution results as homesteads are being battered by mine blasting, which can cause ground tremors. And, hundreds of diesel trucks passing at frequent intervals speed down rural roads dropping sand along the way. Further, stadium lighting so bright it blots out the night sky, and 24-hour operations could go on within a few hundred feet of homes and farms." (New York Times, May 23, 2016). As a result some farmers will sell their property and move away, while for those determined to stay, life is changed forever. Sand mines do promise jobs, but when the sand is exhausted, the mine is a hole in the ground and the jobs are gone. Whereas, the farms that it replaced provided employment and sustenance for centuries.

Mining can have harmful effects on surrounding surface and groundwater. High concentrations of chemicals such as arsenic, sulphuric acid, and mercury can spread over a significant area of surface. **Large amounts of water used for mine drainage, mine cooling, aqueous extraction, and other mining processes increase the potential for these chemicals to contaminate ground and surface water.** In addition, disposal of waste water produced by the mines are limited due to the contamination within the waste water. **Runoff containing these chemicals can lead to the devastation of surrounding vegetation.** Contamination from the leakage of chemicals also has an effect on the health of the local population.

Mining creates air pollutants that have negative impact on plant growth. Air pollutants are deposited on the soil affecting the function of the roots and interfere with soil resource capture by the plants. At the ecosystem level, air pollution can shift the balance among species, change the composition of the plant community, and in agricultural-ecosystems, these changes may be manifested in reduced economic yield.

A sand mine is a major habitat modification. Trees,, plants, and top soil are cleared from the mining area leading to destruction of agricultural land. The site produces mine waste, residuals contamination of the environment. Adverse effects can be observed long after the end of the mine activity. The biodiversity of the area is impacted. **Destruction of the habitat is the main component of biodiversity losses, but direct poisoning caused by mine-extracted material, and indirect poisoning through food and water can also affect humans, animals, vegetation, and microorganisms.** Established plants will eventually die if their habitat is contaminated. Soil erosion will make it inhabitable to plants.

Animals can be poisoned directly by mine products and residuals. Bioaccumulation in the plants or in the smaller organisms they eat can lead to poisoning: horses, goats, and sheep are potentially exposed in certain areas to toxic concentrations in grass. **A keystone species, the endangered gopher tortoises who support all sorts of other organisms, which use their burrows are sealed in their burrows to suffocate and starve to death.**

Humans are affected by mining. This mine is a safety and health risk for residents living in the area. This mine would permanently destroy the peace and quiet of thousands of residents living around the proposed sand mine, and turn County Road 337 into a nightmare for residential drivers and school buses by adding 150 diesel dump truck to the road from 7 to 6 every day. In addition, there are many diseases that can come from the pollutants that are released into the air and water. People can suffer from various respiratory diseases. **Pollutants that end up in the water results in poor water quality. Cultivated crops might be a problem near mines.** Most crops can grow on weakly contaminated sites, but yield is lower than it would have been in regular growing conditions. Plants also tend to accumulate heat metals in their aerial organs, possibly leading to human intake through fruits and vegetable. **Regular consumption of contaminated crops might lead to health problems.**

We need environmental sustainable use of our land. Sustainable means ability to continue and be used for a long time. **An alternative site must be considered for the location of this sand mine as it is so close to our farms and homes and disrupts our environment and livelihood.**

*Thanks for your help.
Susan Gruber
fletke.gruber@gmail.com*

January 16, 2024

Levy County Planning and Zoning Department
Advisory Board
320 Mongo Street
Bronson, Florida 32521

Attention: Thomas J. Harper

Subject: Sand Mine Petition SE-23-01

I was looking up Bronson on the Internet, and read that Bronson is the County Seat of Levy County. Bronson is also known as the **"Heart of Levy County."** Bronson began as a settlement in 1839 and was named after a territorial judge from 1802 named Judge Isaac Bronson. Bronson was originally known as "Chunky Pond" after the Indian name "Chuckahaha." I also read that Bronson is a very quiet and peaceful town. "Living in Bronson is a great experience. The small town atmosphere provides a sense of safety and comfort that can't be found in other places."

I am praying that Bronson will continue to be described in this way. I am praying that Bronson will continue to be a peaceful, quiet rural/residential, agricultural community. I don't want to see Bronson turned into a commercial/industrial location on the map. The County Seat, the "Heart of Levy County" should not allow sand mining.

The Planning Commission should consider only subject matter "tending to the development and betterment of the County."

The University of Florida's Rosemary Hill Observatory has put Bronson on the map. It was built in 1967 on 80 acres that is the ideal spot for stargazing as shown in satellite photos ranking that observatory as fourth in 25 major colleges. This observatory is used by all, including Levy County's school children. The proposed mine is only 550 feet from the observatory. The mine would destroy the night sky. Vibrations from the trucks would destroy equipment. Sand particles would ruin lenses and equipment. Losing the Observatory would be a great loss to the community.

The mine would create safety and health problems for residents. There would be noise, and air and water pollution. Mine run-off could pollute the spring shed of Rainbow Springs, a nationally known favorite recreation area. Further, erosion from mining could trigger pipeline leaks or explosions.

The **"Heart of Bronson"** should be kept as envisioned by its predecessors. Sand mining does not belong in Bronson.

Thank you for your help.

Respectfully,



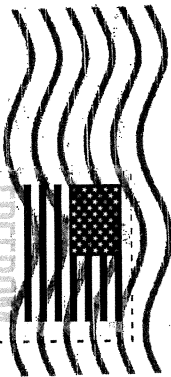
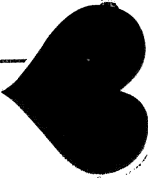
Susan Gruber
Levy County's Teacher of the Year 2009
fletke.gruber@gmail.com



Ms. Susan Wood
5311 NE 133rd Ave
Williston, FL 32096-6072

JACKSONVILLE FL 320

20 JAN 20



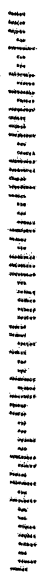
PLEASE DO NOT
PASS PETITION NO
SE-23-01 FOR MR.
RYAN THOMAS FOR
3RT SAND MINE.
DO THE RIGHT THING
AND SAY "NO"!

LEVY COUNTY BOARD OF
COUNTY COMMISSIONERS
PLANNING ZONING DEPT.

320 MURDO STREET

BROWNSON, FL, 32621

12521-559120



TO: THE PLANNING & ZONING DEPARTMENT AND
LEVY COUNTY COMMISSIONERS,

PLEASE DO NOT GRANT PETITION # SE-01 FOR MR. THOMAS
FOR 3RT SAND MINE.

THIS WILL RUIN OUR WAY OF LIFE IN LEVY COUNTY!
ENVIRONMENTALLY, STRUCTURALLY, AND JUST PLANE
COMMON SENSE DICTATES THE STUPIDITY OF LETTING
A MINE RUN IN A RESIDENTIAL & FARMING COMMUNITY.

PEOPLE WILL BE "CHALLENGED" TO EVEN GO GROCERY
SHOPPING - MUCH LESS ANYTHING ELSE, HAVING TO DODGE
SAND TRUCKS EVERY 3-5 MIN. ON THE ROAD.

AIR QUALITY, VISIBILITY, NOISE, WATER WELLS, BUILT
VEHICLES, LIVE STOCK, WILD LIFE WILL ALL BE COMPROMISE
BY THIS ACTIVITY.

PROPERTY VALUES WILL DROP, LEVY COUNTY WILL
BECOME A BLIGHT - NO ONE WILL WANT TO VISIT OR

LIVE HERE BECAUSE OF THIS MINE.

DO NOT GRANT MR. THOMAS PETITION. HE DOESN'T
LIVE HERE - AND ONLY WANTS HIS PROFIT AT OUR
EXPENSE!

SINCERELY,

SUSAN J WOOD

Susan J Wood

5311 N.E. 133RD AVE

WILLISTON, FL, 32696

To: Levy County Commission

I was recently contacted by a couple of Levy County residents pertaining to the referenced subject matter. I have reviewed the application and the responses by the Levy County Planning Staff and Engineer and I am left with serious concerns about some of their conclusions. My issues are as follows.

1. The location of the proposed mine is within the northwest quadrant of the Rainbow River Rain Recharge Basin (See attached FDEP approved map). Any pollution deposited on the ground in this area can be washed into the ground and reach the aquifer which will carry it to springs and spring runs in this recharge basin unless it is absorbed in the soil above the aquifer. Excavating 400 acres of the soil to a depth no more than 3 feet above the aquifer will provide a very large, but short, conduit to deposit enormous amounts of diesel waste and other pollutants from numerous trucks and excavators. I am aware that SWFWMD and FDEP did not raise this objection in their review but I am also not surprised since their present-day mission seems to be support of development and industry.
2. I understand that the Sable Trail Gas Pipeline runs through the Thomas properties. I am very concerned with the numerous passages that the mine trucks would make across the gas pipeline.
3. Having consulted on reconstruction of traffic accidents I am apprehensive about the 75 round trips of the mine trucks per day. That would be very hard on the local roads, which are not built to withstand such heavy traffic, but it would also increase the risk of serious accidents, especially at the intersection of CR 337 and US 27A.
4. I am saddened to realize the adverse effect that the proposed mining operation would have upon the nearby Rosemary Hill Observatory. I can understand the ground vibrations and the air pollution from this mining operation having adverse effects on the atmosphere and the facility's delicate instruments.

In view of these comments, and possible objections of neighbors in the vicinity of the proposed mine, I believe that a complete impact study. should have been done. Your County Code makes reference to that in Staff Review of Code Section 50-719 (c) and (d) Minimum criteria, standards and conditions. It states that "A finding by the BoCC that any criteria, standards, conditions or requirements in this section that have not been adequately addressed to PROTECT area residents, businesses, and the health, safety and welfare of the community as a whole shall result in the denial of an application for a special exception for a major mining operation". I hope you will deny the requested special exception permit.

I am attaching an abbreviated resume of my credentials. If you have any questions or responses I can be reached at 352-465-2828 or burteno@bellsouth.net.

Burton Eno, PhD, PE(ret)
UCF Professor Emeritus

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Levy Planning

From: Levy County Commission District 5
Sent: Tuesday, January 23, 2024 9:05 AM
To: Stacey Hectus; Levy Planning
Subject: FW: Special Exception Application (SE 23-01) for 3RT Sand Mine
Attachments: Rainbow Recharge Basin 2015.png; Abbreviated resume for Levy Co..docx

Good Morning,

Please see below form a Levy County citizen. This arrived to all the commissioners.

Thank you,

Ashley Halder

Administrative Assistant II
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Phone: 352-486-5218, Ext 1
Fax: 352-486-5167

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From: burteno@bellsouth.net <burteno@bellsouth.net>
Sent: Monday, January 22, 2024 7:29 PM
To: Levy County Commission District 1 <district1@levycounty.org>; Levy County Commission District 2 <district2@levycounty.org>; Levy County Commission District 3 <district3@levycounty.org>; Levy County Commission District 4 <district4@levycounty.org>; Levy County Commission District 5 <district5@levycounty.org>
Subject: Special Exception Application (SE 23-01) for 3RT Sand Mine

You don't often get email from burteno@bellsouth.net. [Learn why this is important](#)

Abbreviated Resume of Dr. Burton Eno:

BSME-MIT, MSME-Rensselaer Polytechnic, PhD Thermal Eng.-Cornell Univ.

Thermal Design Engineer – General Electric & Knolls Atomic Power Lab – 4 yrs

Asst. Prof., Assoc. Prof., Professor - Mech. Eng. - So. Dakota State & U. of Central Fl
teaching & research in Fluid Mechanics & Thermal Sciences – 35 yrs

Consultant, Accident Reconstruction – 25 yrs

President, Rainbow River Conservation Inc. – 16 yrs

Member, BOD of Florida Springs Council – 7 yrs

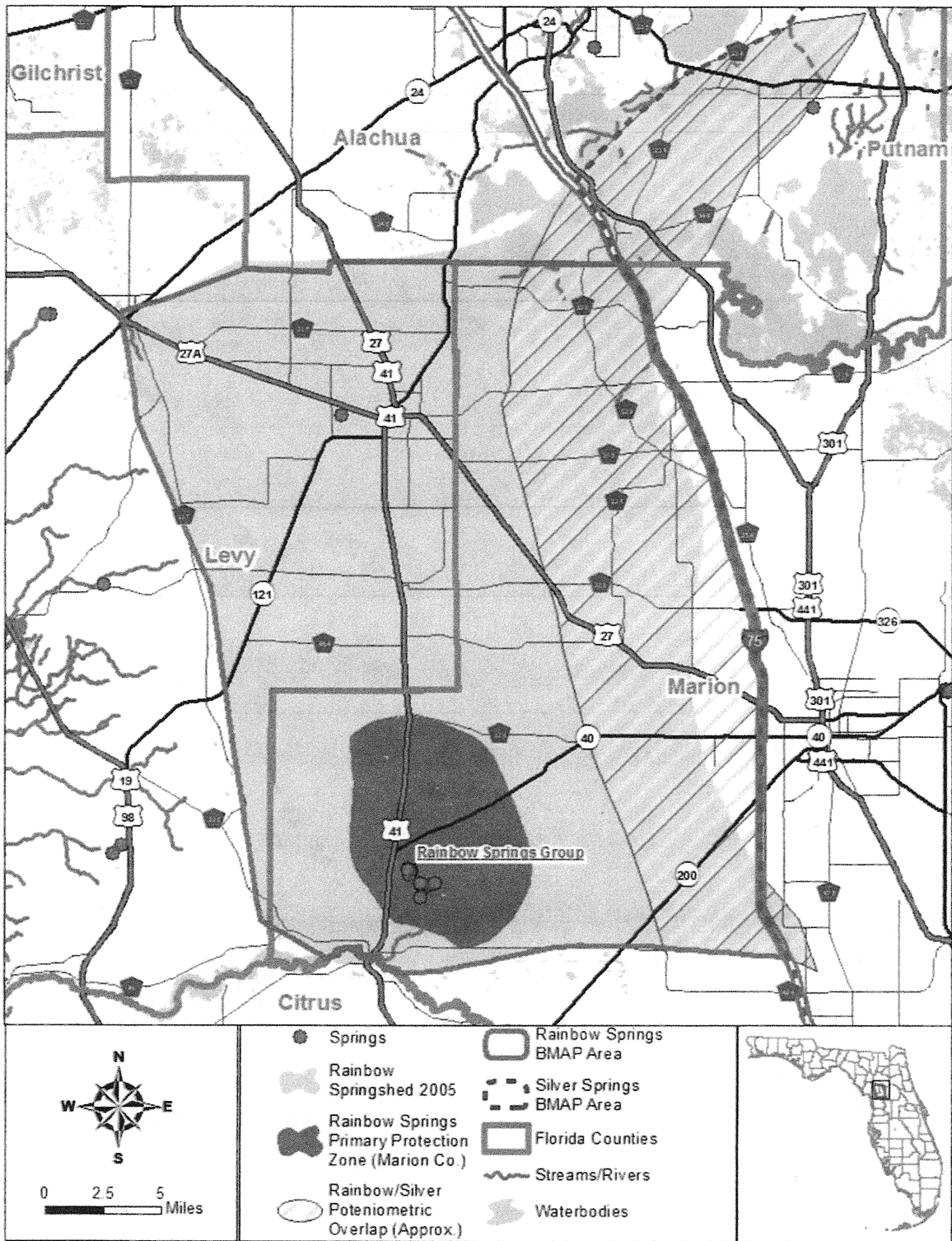


FIGURE 3: RAINBOW SPRINGS SPRINGSHED

Dear Levy County Commissioners,

According to the board the only "pro" for approval of the special exception for 3RT Sand Mine is protection of property rights.

The Cost/Benefit to the community at large MUST be carefully considered. The overwhelming opposition from property owners and stakeholders has been made clear as well as the facts and science based information that has been provided to you.

Concerns remain for the following serious issues :

- 1) RISK to the community introducing excess of 150 heavy sand trucks onto our 2 lane narrow hilly roads compromising road safety. COST to the community could result in lost lives and of maintenance and repairs to roadways.
- 2) RISK to the community water resources and Rainbow River Springshed. COST of a mistake that damages our aquifer cannot be calculated.
- 3) RISK to the community and nearby property owners who experience stagnated or decreased property values impacts county tax revenue. COST is loss of investment and difficulty selling a home next to 45 year MAJOR MINING OPERATION. COST for residents health impacted by silica dust and loss of enjoyment and use of one's property and possibility of a lawsuit.
- 4) RISK of the 3RT sand mine operating on and around Sabal Trail natural gas pipeline. In the event of explosion or leak, there's no rescue within 1/2 mile, only recovery.
- 5) RISK to University of Florida Rosemary Hill Observatory a longstanding teaching facility, yes it is in fact a school, contrary to what the petitioner claimed to suit requirements.

Therefore Commissioners, if you have any doubts or unanswered questions regarding the criteria to be met to pass this Special Exception, you must deny it outright or at the very least conduct more study into the complex issues involved that will impact the community for decades.

An approval at this time could bring very serious consequences.....

Thank you,
Susan Vogt, 13251 NE Highway 27 Alt, Williston, FL 32696

Sent from my iPad

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Levy Planning

From: Levy County Commission District 3
Sent: Thursday, January 25, 2024 3:41 PM
To: Levy Planning; Stacey Hectus
Subject: FW: Attention: Desiree Mills regarding 3RT Sand Mine

Good Afternoon,

I am forwarding an additional email pertaining to the sand mine.

Lisa Makar

Administrative Assistant II
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Phone: 352-486-5218, Ext 1
Fax: 352-486-5167

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From: michael bell <mikeb2376@yahoo.com>
Sent: Thursday, January 25, 2024 3:36 PM
To: Levy County Commission District 3 <district3@levycounty.org>
Subject: Attention: Desiree Mills regarding 3RT Sand Mine

You don't often get email from mikeb2376@yahoo.com. [Learn why this is important](#)

Dear Levy County Commissioners,

According to the board the only "pro" for approval of the special exception for 3RT Sand Mine is protection of property rights.

The Cost/Benefit to the community at large MUST be carefully considered. The overwhelming opposition from property owners and stakeholders has been made clear as well as the facts and science based information that has been provided to you.

Concerns remain for the following serious issues :

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5) RISK to University of Florida Rosemary Hill Observatory a longstanding teaching facility, yes it is in fact a school, contrary to what the petitioner claimed to suit requirements.

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Thank you,

Michael Bell
Jackie Wellington

Concerned land owners we own 13.5 acres near the proposed site.

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LevyBOCC

From: Patricia Fox <patriciafox254@gmail.com>
Sent: Thursday, January 25, 2024 5:16 PM
To: Levy County Commission District 3
Subject: No sand mine. Destroying nature

You don't often get email from patriciafox254@gmail.com. [Learn why this is important](#)

****Call to Action**** let's fill their mailboxes, cut and paste this form letter for emails.

John Meeks

District1@levycounty.org

Rock Meeks

Distric2@levycounty.org

Desiree Mills

District3@levycounty.org

TimHodge

District4@levycounty.org

Matt Brooks

District5@levycounty.org

Dear Levy County Commissioners,

According to the board the only "pro" for approval of the special exception for 3RT Sand Mine is protection of property rights.

The Cost/Benefit to the community at large MUST be carefully considered. The overwhelming opposition from property owners and stakeholders has been made clear as well as the facts and science based information that has been provided to you.

Concerns remain for the following serious issues :

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An approval at this time could bring very serious consequences.....

Thank you,

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Levy Planning

From: LevyBOCC
Sent: Friday, January 26, 2024 11:14 AM
To: Levy County Commission District 1; Levy County Commission District 2; Levy County Commission District 3; Levy County Commission District 4; Levy County Commission District 5; Levy Planning
Subject: Citizen Opposed to Sand mine

Good Day,

Travis Barnett
11591 NW 78 Ter.
Chiefland, FL 32626

Called this morning to state that he is opposed to the sand mine next to Rosemary Hill Observatory. He asked to send this message along to all Levy County Commissioners.

Have a Great Weekend,

Ashley Holder

Administrative Assistant II
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Phone: 352-486-5218, Ext 1
Fax: 352-486-5167

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Levy County Planning & Zoning Department
320 Mongo Street
Bronson, Florida 32621

Attention: Advisory Board

Subject PETITION NO SE. 23-01

Sand Mines don't belong in a rural residential/agricultural community!

Residents in Bronson Florida attended a public hearings on Monday, May 1, 2023, and again on Tuesday, December 5, 2023, and will again attend a hearing on February 6, 2024. These meetings are for Petition No. SE 23-01 requesting a Special Exception by farmer Ryan Thomas to allow a sand mine on approximately 1100 acres, 15 Parcels of land located in Rural Residential and Agriculture/Rural Residential Zoning Districts. The May and December public meetings saw packed houses by unhappy residents, and attendees by the University of Florida in the Levy County Government Center Auditorium.

The request for a "NO" vote was unanimous. It is well-documented that sand mines destroy rural communities along with farmland. A "Yes" vote by the Board of 5 County Commissioners would disrupt the lives of 2,800 of Mr. Thomas's neighbors. Property values would drop! Bronson's quiet, peaceful and safe environment would end as 150 diesel trucks would travel the hilly, curvy, 2-lane no passing CR337 from 7 am to 6 pm daily. These trucks will increase carbon emissions, and degrade the life of the road which would increase the tax burden for Levy County tax payers to pick up the tab. Traffic accidents will happen as drivers will try to get around the trucks.

There would be noise, air pollution, and lower water tables as sand mines use millions of gallons of ground water every day, and a deterioration of water quality from dissolved materials from the mining operation. Local wells will run dry, and the long term availability of water for homes and farms will be threatened. Mine run-off, according to John Quarterman, could pollute the spring shed of Rainbow Springs. The mine is a health risk for neighbors, animals, and plants. Sand mines are a health risk to humans, animals, and plants. There are many diseases that can come from pollutants that are released into the air and water.

University of Florida's Rosemary Hill Observatory that was built in 1967 on 80 acres in Levy County would be 550 feet from the proposed mine, and would be forced to shut down! The University spent millions of dollars to create this ideal spot for stargazing. Satellite photos show this observatory to rank fourth in the list of 25 major colleges in the nation. This observatory is used by all, including Levy County school children. The mine would destroy the night skies, vibrations from the trucks would damage equipment, and airborne sand particles would ruin lenses and equipment.

In addition, sand mines don't do well when expanded into easements occupied by natural gas pipelines. Sable Trail crosses Mr. Thomas's property. This could put both the residents and the pipelines at risk. Erosion could be triggered by sand mining that would undercut the pipelines and increase the risk of leaks, explosions, and fire.

The Planning and Zoning Department and the panel of five County Commissioners must vote "NO" on this petition. ***Bronson is the County Seat, also known as the "Heart of Levy County."***

Do we want to see Bronson turned into an industrial, commercial bump in the road, or a thriving, peaceful rural, agricultural community that is the "Heart of Levy County."

Sand Mines don't belong in a rural residential/agricultural community!

Thank you for your help.

Respectfully,



Susan Gruber

fletke.gruber@gmail.com

THIS IS AN URGENT CALL TO ACTION FROM YOUR NEIGHBORS
"Your Property Rights Matter"

On February 6th, the Levy County Board of County Commissioners will make a critical decision **that could have a potentially devastating impact on our peaceful rural community.** They will vote on a Special Exception that would allow major mining operations to excavate and transport sand from approximately 1,100 acres over the next 50 years. This Special Exception would permit 75 loads per 8-hour day, resulting in a staggering minimum 150 trips a day along County Road 337. Also, it sets precedent to locate high impact mining operations alongside established rural residential properties all over the county.

Imagine a dump truck or tandem semi-truck with a trailer passing by your driveway every 3.2 minutes. This level of truck congestion during the hours of 7am to 6pm, which includes school bus pick-up and drop-off times, poses serious safety hazards for our children and everyone on the road. County Road 337, already narrower than main roads built for heavy traffic, will be overwhelmed and deteriorated by this constant flow of large trucks.

Furthermore, the trucks will travel north and south on County Road 337, entering State Road 27 in the town of Bronson. This increased traffic congestion has the potential to cause wrecks and negatively impact local businesses, affecting their operations and revenue. County Road 337 was never designed to handle the strain of such heavy dump truck traffic, making passing oncoming large trucks even more challenging. Road repairs will be paid by taxpayers!

It is crucial to note that this Special Exception is not in the interest of preserving a long-standing family farm or of shaving off a hill to improve farming, as the applicant claims. Special Exceptions are typically granted to address specific local needs or unique circumstances, allowing counties to deviate from standard regulations to better serve their population. However, in this case, the proposed sand mine **does not align with ANY of the ORDINANCE CRITERIA that must be considered by County Commissioners as our Codes provide.**

Criteria include: Compatibility with existing land uses & zoning and not impact surrounding property values. Traffic and infrastructure must not be negatively impacted, straining local transportation, utilities, and services. Environmental impacts must be assessed evaluating impacts on stormwater, underground water/wells, natural resources and threatened species. Community input should gauge the public's concerns regarding the Exception. Public interest impacts will not provide jobs, services, or materials to increase economic opportunity for locals. Sand is readily available in various areas, rendering this operation unnecessary. The implications of this decision are clear: one individual will reap financial benefits at the expense of the entire community's well-being, safety, property values, taxes and quality of life.

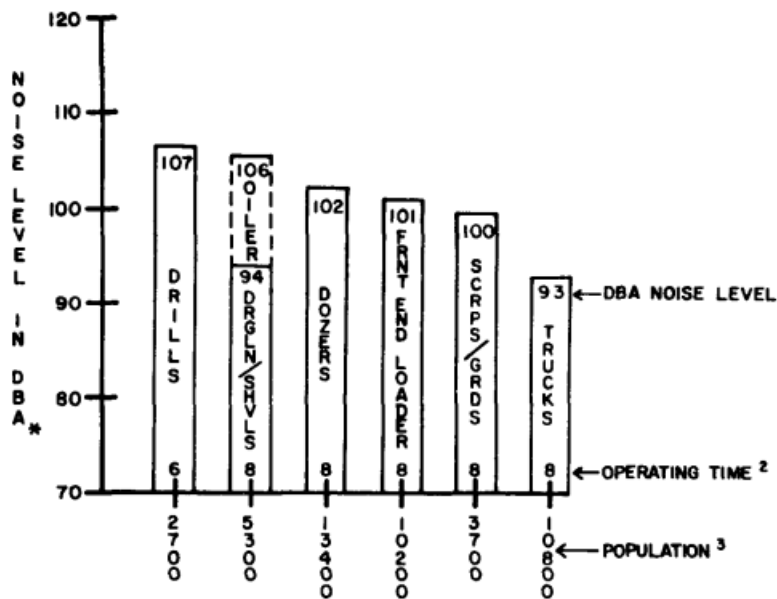
During the previous hearing, the Commissioners expressed their support for property rights, emphasizing that individuals should have the freedom to utilize their own property **as long as it does not harm others. This Special Exception will harm 2,400 property owners with reduced property values, higher taxes for maintenance of CR-337, cause dangerous congestion and traffic safety problems for residents, create noise and vibration hazards, and more.**

January 28, 2024

To Levy County Commissioners,

One of my primary objections to the 3RT sand mine is the noise it will create in a residential area. My property is less than one mile from the area expected to be mined. I purchased my property primarily due to the quiet surroundings and no proximity to any major industrial activities, due to the blocks of 20-acre A/RR zoned plots around me.

Noise levels at surface sand mines are well-documented. A study done by the National Institute of Health (NIH), [Area Noise Assessment at Surface Stone, Sand, and Gravel Mines: Application for Reducing Worker Noise Exposure](#), demonstrates that across the many site operations of surface mines there are noise levels of 70-90 dB. Further, a report published by the Department of Labor, [Noise in the Mining Industry – An Overview](#), shows that specifically the trucks, scrapers, front end loaders, and dozers all produce 93-102 dB sound. See figure below.



This study also demonstrates that the surface diesel equipment generates noise at 95-105 dB at low frequencies, between 30 and 250 Hz. See Figure 4 below.

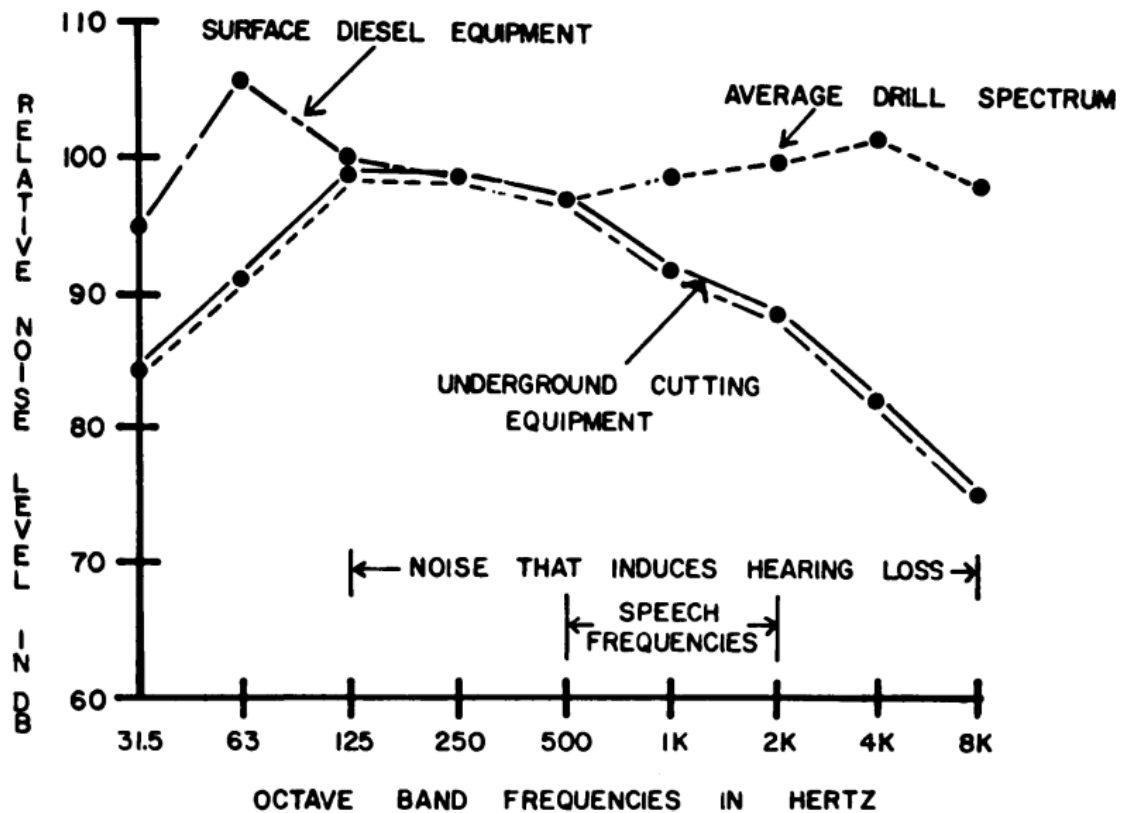


FIGURE 4. - Frequency distribution of mining noise.

Low frequency sound, including those generated by diesel engines used in equipment to dig and transport sand, travels further than high frequency sound. This is a well-documented fact in sound physics.

Hydraulic fracturing is an activity very analogous to a surface sand mine due to its high-volume heavy-truck traffic and large movements of sand (millions of pounds of sand a day) into the site. I know this because I was one of the foremost technical experts for hydraulic fracturing when I was working at Schlumberger, the world's largest oilfield services company, where I spent 14 years building my hydraulic fracturing expertise. A study done at hydraulic fracturing sites by the University of Pennsylvania and the Air Force Institute of Technology, [Noise Concerns of Residents Living in Close Proximity to Hydraulic Fracturing Sites in Southwest Pennsylvania](#), summarizes the noise levels at hydraulic fracturing sites up to 104 dBA at 15 meters from the source.

During my time in hydraulic fracturing, I watched many states and countries try to mitigate sound when operating near residential areas. Sand berms were quickly discarded as useless noise reducers. Shipping container walls 16 feet high were erected in some places, and in others acoustic walls were set up to 40 feet high. A study done by Colorado State University, [Noise Characterization of Oil and Gas Operations](#),

concluded that while a noise wall mitigation strategy reduced noise levels, “this reduction in noise was not sufficient to reduce the noise below the residential permissible noise level (55 dBA).” Similarly, a [noise monitoring service company](#) states that “acoustical walls are not good at reducing low frequency sound”, and 20 to 40-foot-high sound walls are capable of reducing sound levels by only about 2 to 5 dBC at best.

Municode shows that the [maximum sound levels for A/RR](#) is 65 dBA from 7 am to 10 pm and 55 dBA from 10 pm to 7 am.

Levy County, FL

Search or jump to

NOTIFICATIONS SIGN IN HELP Select Language

Levy County, Florida - Cod... / Chapter 50 - LAND DEV... / ARTICLE VIII. - MISCELL... / DIVISION 2. - NOISE / Sec. 50-351. - General n...

SHOW CHANGES EXPAND

VERSION: AUG 25, 2023 (CURRENT)

- ARTICLE VII. - LEVEL OF SERVICE AND CONCURRENENCY
- ARTICLE VIII. - MISCELLANEOUS PROVISIONS
 - DIVISION 1. - GENERALLY
 - DIVISION 2. - NOISE
 - Sec. 50-346. - Authority and applicability.
 - Sec. 50-347. - Legislative findings.
 - Sec. 50-348. - Definitions.
 - Sec. 50-349. - General prohibitions.
 - Sec. 50-350. - Specific prohibitions.
 - Sec. 50-351. - General noise control measurement standard

TABLE 1.
Maximum Sound Levels for Receiving Land Uses at the Real Property Line
(Unless Otherwise Specified).

Zoning District or Category of Property Receiving Sound	Times	Sound Levels (dBA)
Residential zoning districts excluding RR (RR-1, RR-2, RR-3, RR-3C, RR-3M, and R) and other areas designated residential on the comprehensive plan future land use map	7:00 a.m. to 10:00 p.m. 10:00 p.m. to 7:00 a.m.	65
		55
Rural agricultural zoning districts (A/RR, F/RR, and RMU) for sound levels measured at the residence and areas designated Natural Reservation on the comprehensive plan future land use map	7:00 a.m. to 10:00 p.m. 10:00 p.m. to 7:00 a.m.	65 55
Commercial zoning districts (C-1, C-2) and areas designated Commercial on the comprehensive plan future land use map that are not in zoning districts I, C-3, or C-4	7:00 a.m. to 10:00 p.m. 10:00 p.m. to 7:00 a.m.	65
		60
Industrial zoning districts and commercial zoning districts (I, C-3, C-4)	Anytime	75

Using a [free online distance attenuation calculator](#) I can see that the noise level cited in the above resources to one mile away (i.e. from the mine to my house) will be over 63 dB, thus potentially an illegal level of noise during mining operation.

omni CALCULATOR

Point 1	
Distance from the source	15 m
Sound pressure level	104 dB
Point 2	
Distance from the source	5280 ft
Sound pressure level	63.39 dB
Sound level difference	
Difference in SPL	40.61 dB

Using this same calculator, I can see that anyone whose property is within 4400 ft of the sand mine operating area will be burdened with an illegal level of noise.



**DREA
PAY**

Point 1

Distance from the source 15 [m](#) ▾

Sound pressure level 104 dB

Point 2

Distance from the source 4400 [ft](#) ▾

Sound pressure level 64.97 dB

Sound level difference

Difference in SPL 39.03 dB

The last piece of this puzzle to bring to your attention is the temporal element. Hydraulic fracturing sites only operate for about one month, so the noise levels aren't a long-term or lifelong burden for nearby

residents to face. In the case of the 3RT sand mine, who is asking for 100 years, but have been downsized to 45 years, we are facing a very long-term burden for nearby residents. Some of us are old enough to know we would be burdened by it for the rest of our lives.

I fail to see how the noise from a site like this could be mitigated enough to reach a residential permissible level, thereby impacting the livelihoods of every resident within one mile of this proposed mine. All of the residents within one mile of this area will have their own property rights infringed upon by one operation which is not appropriate for a residential area.

Please include this information in the official record of proceedings concerning the pending 3RT sand mine application for a special exception to establish major sand mining operations near my home.

Thank you.

Respectfully,

Kimberly Swift

Chemical, Process, and Petroleum Engineer

Phone: 352 226 2865

Levy Planning

From: LevyBOCC
Sent: Monday, January 29, 2024 8:19 AM
To: Levy Planning
Subject: FW: 3RT Sand Mine Special Exception Noise Violations
Attachments: image.png; image.png; image.png; image.png; Noise Levels Objection to 3RT Mine 28 Jan 2024.docx

Good Morning,

I have a feeling we will be getting a great deal more of these before next week's meeting. This one came in over the weekend.

Have a great day.

Lisa Makar

Administrative Assistant II
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Phone: 352-486-5218, Ext 1
Fax: 352-486-5167

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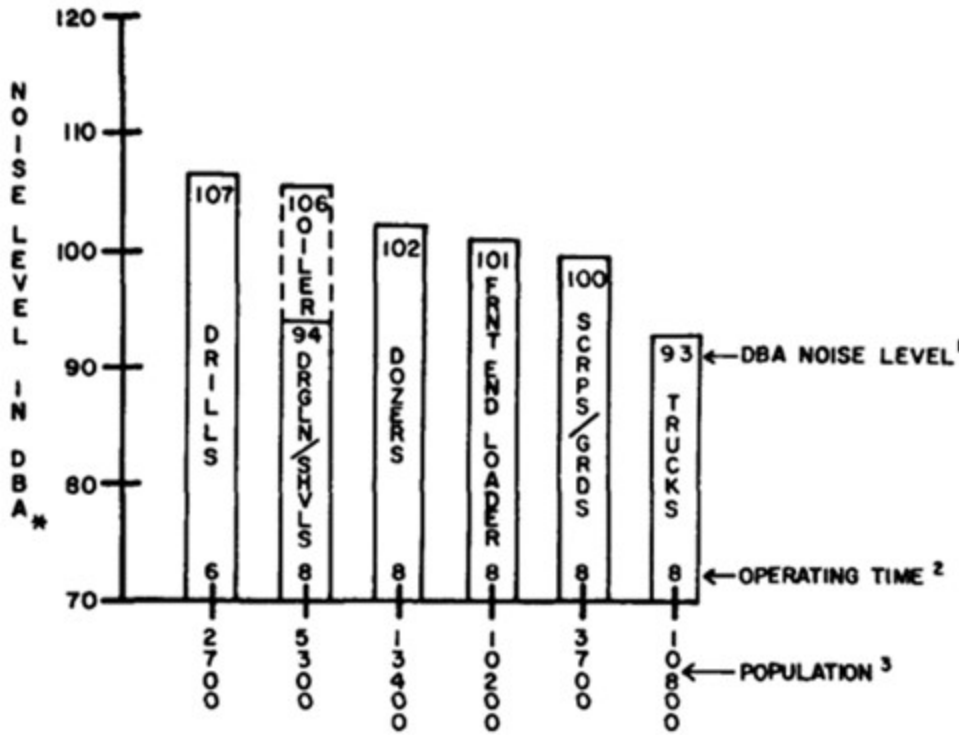
From: Kim Swift <kim.a.bell@gmail.com>
Sent: Sunday, January 28, 2024 10:29 AM
To: LevyBOCC <levybocc@levycounty.org>; Levy County Attorney <LevyCountyAttorney@levycounty.org>
Cc: Wilbur Dean <dean-wilbur@levycounty.org>
Subject: 3RT Sand Mine Special Exception Noise Violations

Some people who received this message don't often get email from kim.a.bell@gmail.com. [Learn why this is important](#)

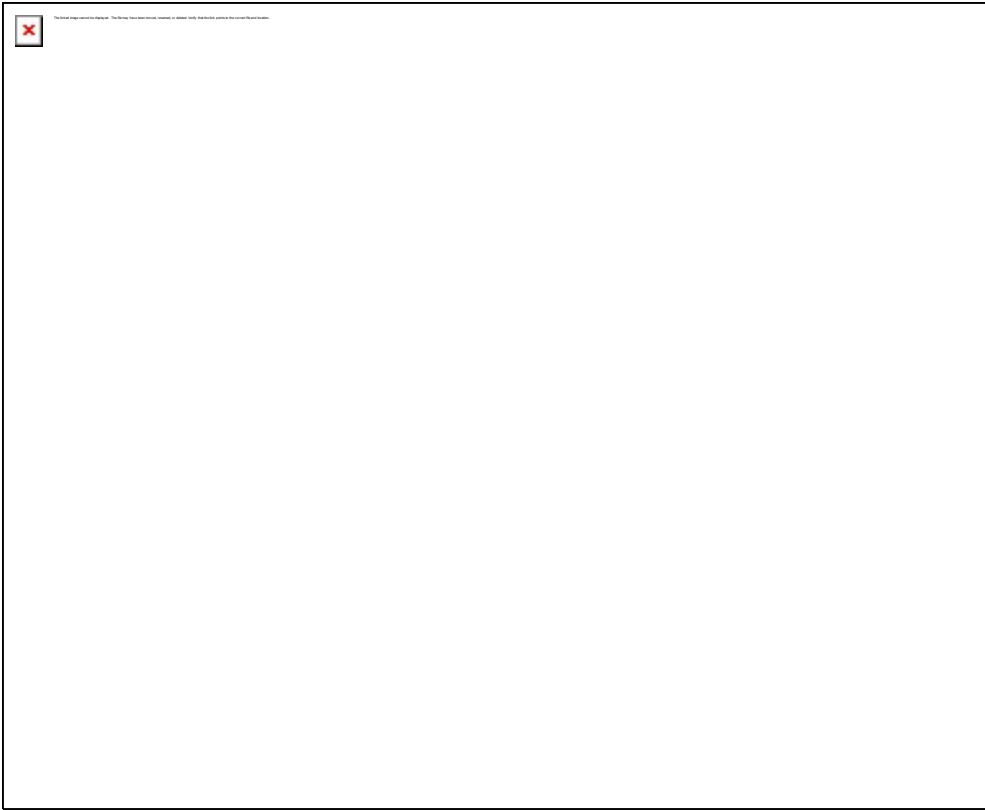
Good Morning Commissioners and Attorney Shalley,

One of my primary objections to the 3RT sand mine is the noise it will create in a residential area. My property is less than one mile from the area expected to be mined. I purchased my property primarily due to the quiet surroundings and no proximity to any major industrial activities, due to the blocks of 20-acre A/RR zoned plots around me.

Noise levels at surface sand mines are well-documented. A study done by the National Institute of Health (NIH), [Area Noise Assessment at Surface Stone, Sand, and Gravel Mines: Application for Reducing Worker Noise Exposure](#), demonstrates that across the many site operations of surface mines there are noise levels of 70-90 dB. Further, a report published by the Department of Labor, [Noise in the Mining Industry – An Overview](#), shows that specifically the trucks, scrapers, front end loaders, and dozers all produce 93-102 dB sound. See figure below.



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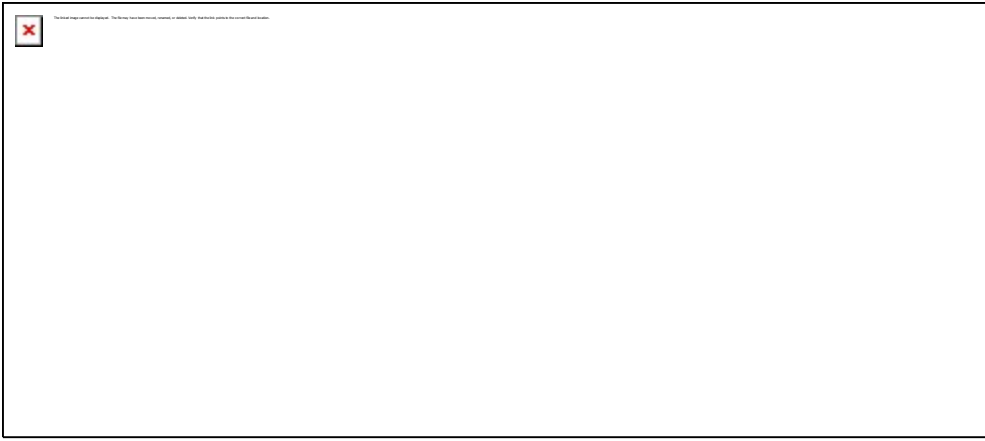


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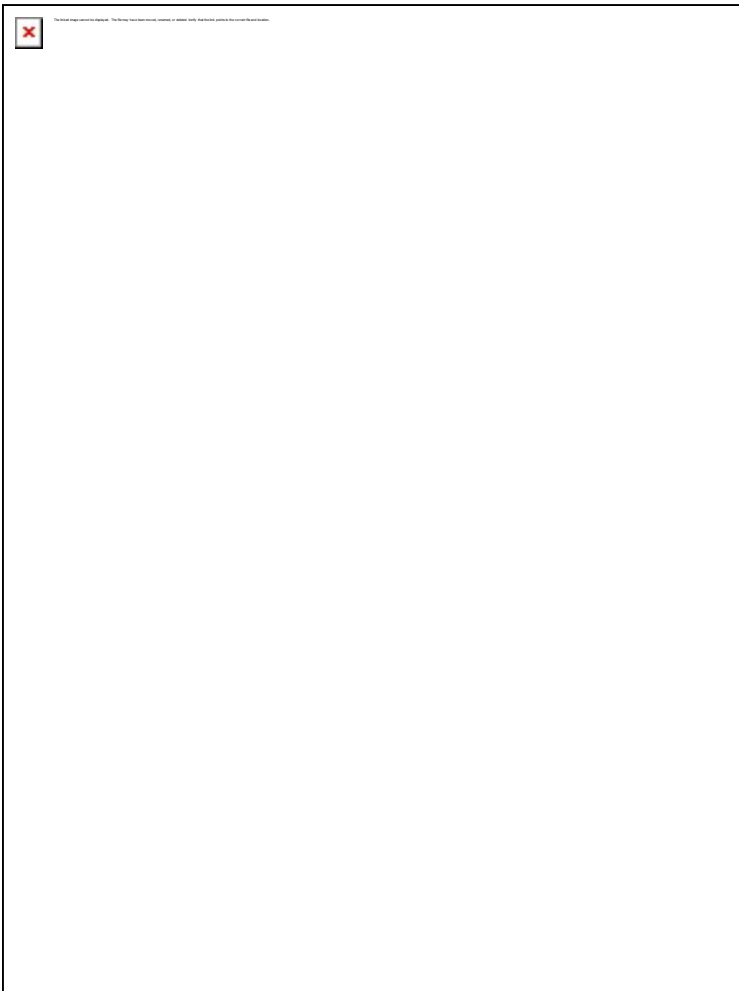
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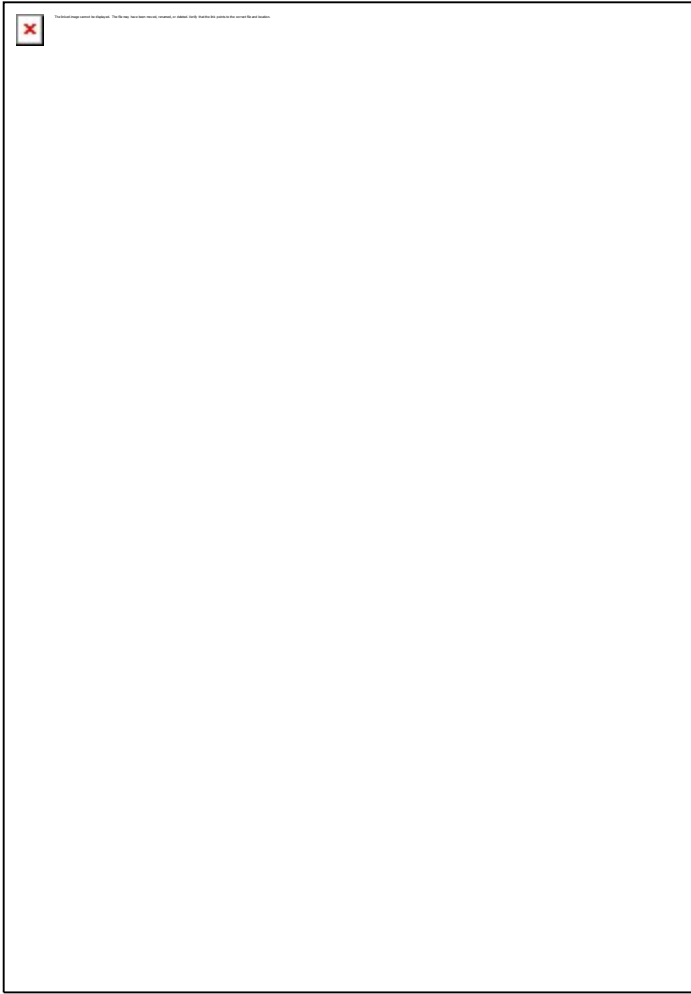
Municode shows that the [maximum sound levels for A/RR](#) is 65 dBA from 7 am to 10 pm and 55 dBA from 10 pm to 7 am.



Using a [free online distance attenuation calculator](#) I can see that the noise level cited in the above resources to one mile away (i.e. from the mine to my house) will be over 63 dB, thus potentially an illegal level of noise during mining operation.



Using this same calculator, I can see that anyone whose property is within 4400 ft of the sand mine operating area will be burdened with an illegal level of noise.



The last piece of this puzzle to bring to your attention is the temporal element. Hydraulic fracturing sites only operate for about one month, so the noise levels aren't a long-term or lifelong burden for nearby residents to face. In the case of the 3RT sand mine, who is asking for 100 years, but have been downsized to 45 years, we are facing a very long-term burden for nearby residents. Some of us are old enough to know we would be burdened by it for the rest of our lives.

I fail to see how the noise from a site like this could be mitigated enough to reach a residential permissible level, thereby impacting the livelihoods of every resident within one mile of this proposed mine. All of the residents within one mile of this area will have their own property rights infringed upon by one operation which is not appropriate for a residential area.

Please include this information in the official record of proceedings concerning the pending 3RT sand mine application for a special exception to establish major sand mining operations near my home.

Thank you.

Respectfully,

Kimberly Swift

Chemical, Process, and Petroleum Engineer

Phone: 352 226 2865

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Levy Planning

From: LevyBOCC
Sent: Monday, January 29, 2024 8:22 AM
To: Levy Planning
Subject: FW: Criminal Sand Mining Operations

Morning,

Here is another sand mine response.

Lisa Makar

Administrative Assistant II
Levy County Board of County Commission
310 School Street
P.O. Box 310
Bronson, Florida 32621
Phone: 352-486-5218, Ext 1
Fax: 352-486-5167

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Connect with Levy County:



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From: J King <jk32621-1@juno.com>
Sent: Saturday, January 27, 2024 5:09 PM
To: LevyBOCC <levybocc@levycounty.org>
Subject: Criminal Sand Mining Operations

You don't often get email from jk32621-1@juno.com. [Learn why this is important](#)

This article in the upcoming issue of Scientific American sheds some light on current sand mining operations by organized crime.

Please use caution that organized crime activities are not invited into our area with the proposed mining operation under consideration.

Regards,

Jeanette King

https://url.avanan.click/v2/___https://www.scientificamerican.com/article/sand-mafias-are-plundering-the-earth/?utm_source=pocket-newtab-en-us___.YXAzOmxldnljbGVyazphOm86YTY1YjA2ODcwZDNmM2M2YzIwNjc0NGM1OTI0ZjQ2NTM6Njo0NjlmOjUxMjViMWRiODk5Mjc1OTY0NDVhNGM2ZGRlYTRhZTU2NTViYWJlYzBlMDIjZmQyMDNlZWVhZWF1Zjg0OGQyZGE6dDpU

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Levy Planning

From: Glen Garner <gg0859@aol.com>
Sent: Friday, January 26, 2024 4:54 PM
To: Levy County Commission District 1; Levy County Commission District 2; Levy County Commission District 3; Levy County Commission District 4; Levy County Commission District 5; Stacey Hectus; Levy Planning
Cc: GLEN GARNER
Subject: "NO SAND MINE"

You don't often get email from gg0859@aol.com. [Learn why this is important](#)

The proposed sand mine does not align with ANY of the ORDINANCE CRITERIA that must be considered by County Commissioners as our Codes provide.

Criteria include Compatibility with existing land uses & zoning and not impacting surrounding property owners. Traffic and infrastructure must not be negatively impacted, straining local transportation, utilities, property values, and services. Environmental impacts must be assessed by evaluating impacts on stormwater, underground water/wells, natural resources, and threatened species. Community input should gauge the public's concerns regarding the Exception. Public interest impacts will not provide jobs, services, or materials to increase economic opportunity for locals.

This Exception is based on one (*Special Interest*) individual reaping financial benefits at the expense of the entire community's well-being, safety, property values, taxes, and quality of life - **over the next 50 years.**

This isn't just about one person's property rights, it's about the rights and well-being of the entire community.

For the aforementioned reasons, I respectfully request that you **OPPOSE** Ryan Thomas for 3RT Sand Mine rezoning request -

The intended use will cause substantial injury to the value of other properties in the neighborhood where it is to be located.

Finally, the proposed use is inconsistent with the protection of agriculture and natural resources, per Levy County Comprehensive Plan Chapter 163, F.S.

Keep Levy County Rural - Agricultural - and Maintain our Peaceful Quality of Life.

Glen Garner
4251 NE 107th CT
Bronson, FL 32621

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Levy Planning

From: Stacey Hectus
Sent: Monday, January 29, 2024 11:47 AM
To: Levy Planning
Subject: FW: Sand Mine

In case you did not get one from the BoCC office yet. Please include in the file.

Stacey Hectus

Planning and Zoning Director
Levy County Planning and Zoning Department
352-486-5203

You can now subscribe to receive Board Meeting Documentation click [here](#).

Please call before coming into the office, with a shortage in staffing, our office hours may be altered.

LAND DIVISION OR COMPLEX USE INQUIRIES REQUIRE AN APPOINTMENT.

(If in a subdivision, please check Deed Restrictions/Covenants with the Clerk of Courts: 352-486-5266 or levyclerk.com)



From: Helen Ciallella <dogzma66@gmail.com>
Sent: Monday, January 29, 2024 11:41 AM
To: Wilbur Dean <dean-wilbur@levycounty.org>; Levy County Attorney <LevyCountyAttorney@levycounty.org>; Levy County Commission District 1 <district1@levycounty.org>; Levy County Commission District 2 <district2@levycounty.org>; Levy County Commission District 3 <district3@levycounty.org>; Levy County Commission District 4 <district4@levycounty.org>; Levy County Commission District 5 <district5@levycounty.org>; Stacey Hectus <hectus-stacey@levycounty.org>
Subject: Sand Mine

Some people who received this message don't often get email from dogzma66@gmail.com. [Learn why this is important](#)

Good Morning,
I have been following the Sand Mine proposal and the environmental impact. As most of you know we are experiencing

issues with the Withlacoochee River based on decisions made years ago.

My concern regarding the sand mine is primarily, but not limited to the environmental impact in our county.

My concerns are as follows:

The depth of the dig, the distance from the aquifer, the potential impact on the Rainbow River Recharge which impacts the Withlacoochee River and other county waters, the Sabal Trail Pipeline, neighbors, traffic, roads, the Rosemary Hill Observatory, tourism, and the county as a whole.

My question is....

Would a decision to approve this project protect the health, safety and welfare of Levy County residents and what are the benefits to the county by allowing this sand mine proposal to move forward?

Respectfully,

Helen Ciallella

4702 Riverside Drive

Yankeetown, FL 34498

352-571-0879

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Ladda Usher ~~& Jason C. Danko~~

5851 Northeast 110th Avenue
Bronson, FL 32621

January 24, 2024

RE: Proposed Bronson, Florida Sandmine

Levy County Planning Commission: To whom it may concern

As concerned property owners and residents of Bronson. We again voice our strong disapproval of the above proposed project.

The zone is not approved for this type of massive project. Bronson being a long established agricultural and residential area..

The impact to traffic would be horrific. Along with long lasting impacts from well established dangers of noise pollutants.

Our streams, waterways and all animal life. Would also be adversely impacted. By air sound and ground pollutants generated by the sand mining process.

As responsible elected members. Appointed oversight to protect and enforce all residents' applicable interests in your jurisdiction.

We are adamant in our desire for you to reject this project. To maintain the quality of life befitting our residential and agricultural community.

By protecting our basic rights to clean air and fresh water. That is after all paramount to lasting good health for all of us.



Respectfully yours, Ladda Usher ~~& Jason C. Danko~~

#69