

>> THE NEXT MATTER ON THE COURT'S AGENDA IS THE MICCOSUKEE TRIBE OF INDIANS VERSUS THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT. LET ME SEE IF I UNDERSTAND WHAT WE'RE DOING HERE. WE'RE GOING TO HAVE A 15 MINUTE ARGUMENT FROM ONE PETITIONER. THEN A FIVE MINUTE ARGUMENT FOR THE OTHER PETITIONER? AND THEN THE APPELLEES WILL DO THEIR, THREE PEOPLE WHO ARE DOING THEIR ARGUMENTS? OKAY.

>> MADAM CHIEF JUDGE.

JOSEPH KLOCK.

MR. LEHTINEN WILL BE SPEAKING FOR 15 MINUTES.

I'LL DO REBUTTAL FOR FIVE.

>> YOU'RE DOING REBUTTAL FOR FIVE. OKAY.

>> THANK YOU.

>> ALL RIGHT. YOU MAY PROCEED.

>> MAY IT PLEASE THE COURT.

DEXTER LEHTINEN, REPRESENTING MICCOSUKEE TRIBE OF INDIANS. YOUR HONORS, THIS SUGAR BUYOUT WHICH THREATENS TO DO DAMAGE TO THE MICCOSUKEE TRIBES EVERGLADES DIVERTING FUNDS FROM ON GOING EXPLORATION PROJECTS SHOULD BE REJECTED.

>> LET'S START HERE.

YOU KNOW THAT JUDICIAL REVIEW OF BOND VALIDATION CASES IS

LIMITED TO THREE INQUIRIES.
SO IF WE COULD MAKE SURE WE
KEEP OUR ARGUMENT FOCUSED ON
THOSE THREE ITEMS, WE REALLY
WOULD APPRECIATE IT.

>> YES, YOUR HONOR.

WITH RESPECT TO THOSE THREE
ITEMS, SHOULD BE REJECTED FOR A
NUMBER OF REASONS ASSOCIATED
WITH THE ESTABLISHED
REQUIREMENTS FOR A PUBLIC
PURPOSE AND PUBLIC BENEFIT
DERIVED FROM THE FUNDS RAISED
AND FOR A NUMBER OF PRINCIPLES
ASSOCIATED WITH THE REQUIREMENT
FOR PUBLIC PARTICIPATION IN THE
FLORIDA CONSTITUTION, THE
REFERENDUM REQUIREMENT.
WITH RESPECT TO THE PUBLIC
BENEFITS WITH THE FUNDS RAISED.
THE SOUTH FLORIDA WATER
MANAGEMENT DISTRICT FAILS TO
IDENTIFY WITH ANY SPECIFICITY A
PLAN OR PROJECT THEY'RE GOING
TO CARRY OUT WITH THE FUNDS
RAISED.

>> WELL, I THINK, IN GENERAL,
THE PROJECT IS THE EVERGLADES
RESTORATION, CORRECT.

>> THAT'S CORRECT, YOUR HONOR.

>> AND THAT AT SOME POINT
AFTER THE ACQUISITION THIS
LAND, THEY PLAN TO BUILD SOME
FACILITIES -- I'M NOT SURE
EXACTLY HOW YOU CLEAN UP THE
EVERGLADES BUT THIS IS SUPPOSED

TO BE SOME WATER KIND OF
RECYCLING OR OTHER PROJECTS.
I THINK THAT WAS LAID OUT IN
WHAT THE DISTRICT PRESENTED.
SO WHY ISN'T THAT A PUBLIC
PURPOSE?

>> WELL, YOUR HONOR, THAT'S ALL
THEY LAY OUT.

THEY DO NOTHING MORE THAN
PARROT THE STATUTE.
THEY SAY EVERGLADES
RESTORATION.

THEY DO NOT IDENTIFY SPECIFIC
PROJECTS THAT WILL BE DONE.
THE SUMMARY OF BENEFITS REMAINS
THE EXACTLY THE SAME WHEN THEY
WERE GOING TO BUY 187,000 ACRES
WHEN IT WAS CUT TO THE 182,000
ACRES.

NOW IT'S THE SAME WHEN IT IS
73,000 ACRES.

>> COULD YOU EXPLAIN WHETHER
DURING THE LITIGATION -- THE
INITIAL REQUEST WAS FOR
VALIDATION OF THE BONDS FOR THE
WHOLE 183,000 ACRES, CORRECT?

>> INITIALLY.

>> DID IT CHANGE SOMETIME
DURING --

>> YES, YOUR HONOR.

INITIALLY IT WAS 187,000 ACRES
INCLUDING RAILROADS AND ALL
THEIR CAPITAL EQUIPMENT.
THEN IT GOT CHANGED TO 180,000
ACRES ROUNDED OFF.
THEN IN MAY IT GOT, 2009,

CHANGED TO 73,000 ACRES.

>> ARE YOU SAYING THE PETITION
NEVER CHANGED AS TO WHAT THE --

>> NO, IT DID NOT, YOUR HONOR.

THEY SUPPLEMENTED IT BUT
SUPPLEMENTED IT NOT WITH CHANGE
OF PUBLIC PURPOSE.

SUMMARY OF BENEFITS WITHOUT ANY
IDENTIFIED SPECIFIC PROJECT
REMAINED THE SAME THROUGHOUT
THE ENTIRE PROCEEDINGS.

>> YOUR OBJECTION WAS THE SAME
WHETHER IT WAS WHOLE 187,000 OR
THE 73,000?

YOUR POSITION IS WITHOUT A PLAN
IN PLACE, AS TO EXACTLY HOW
THEY WERE GOING TO USE THIS
LAND FOR THE EVERGLADES
RESTORATION, THAT IT CAN NOT
SERVE A PUBLIC PURPOSE?

>> WELL IT, YOUR HONOR, THE
FLORIDA SUPREME COURT HAS SAID
REPEATEDLY, FOR EXAMPLE, IN
SUWANNEE COUNTY DEVELOPMENT
AUTHORITY THAT ALL THE SPECIFIC
CONSTRUCTION PLANS ARE NEEDED
IT SAYS THAT PETITIONER'S FOR
VALIDATION OF BONDS SHOULD SET
FORTH IN REASONABLE DETAIL THE
PURPOSE OR PURPOSES WHICH WILL
BE ACCOMPLISHED WITH THE
PROCEEDS AND IT SAYS, IT
REQUIRES SUFFICIENTLY DETAILED
EXPLANATION TO ENABLE THE
PUBLIC TO EVALUATE WELL, YOU
SAID, WE SAID REPEATEDLY.

ACTUALLY WE SAID IT SUWANNEE COUNTY CASE WHICH IS IN 1960. AND IN THAT CASE THEY WERE GOING LEASE THE PROPERTY BACK TO PRIVATE DEVELOPERS AND HAD NO PLAN AS TO WHAT THEY WERE GOING TO DO WITH THE LAND. YOU'RE NOT COMPARING TO WHAT IS HAPPENING HERE?

THERE IS NO SUGGESTION THAT THE SOUTH WATER MANAGEMENT DISTRICT IS GOING TO USE THIS TO SELL IT TO, LEASE IT BACK TO SUGAR AND HAVE THEM BUILD SOME MORE SUGAR PLANTS, MANUFACTURING PLANTS ON THIS SITE?

I MEAN THERE'S NOTHING LIKE THAT IN THIS CASE, IS THERE?

>> WELL, YOUR HONOR, ALL THEY'RE GOING TO DO IS BUY LAND AND LEASE IT BACK TO SUGAR. THAT'S ALL THEY'RE GOING TO DO WITH \$536 MILLION.

THEY CAN NOT DO ANYTHING MORE. THEY HAVE NO SPECIFIED PROJECT THAT THEY WILL BUILD LATER.

>> WELL YOU AGREE, YOU GOT TO HAVE THE LAND FIRST BEFORE YOU CAN DO SOMETHING WITH IT. AND THERE IS SOME VALUE IN HAVING THIS LAND SOUTH OF LAKE OKEECHOBEE AS THE EVIDENCE WAS SUPPORTED IN ORDER TO BEGIN THE RESTORATION EFFORTS COMING SOUTH FROM LAKE OKEECHOBEE? THAT'S PART OF THEIR PLAN.

YOU HAVE TO HAVE THE LAND FIRST
BEFORE YOU CAN GO TO THE NEXT
STEP, DON'T YOU?

>> WELL, YES, YOUR HONOR, BUT
IF YOU'RE GOING TO REQUIRE MY
CHILDREN TO BE PAYING FOR BONDS
28 AND 30 YEARS FROM NOW, THEN
YOU HAVE TO HAVE MORE,
ACCORDING TO FLORIDA SUPREME
COURT AND THE CONSTITUTION, THAN
A PIE IN THE SKY, PARROTING OF
THE STATUTE.

THEY HAVE NO FURTHER PLAN THAN
EXACTLY WHAT THE STATUTE SAYS.
EVERGLADES RESTORATION.

THEY HAVE NO IDENTIFIABLE
PROJECT THEY'RE GOING TO BUILD.
ALL THEY'RE GOING TO DO WITH
\$536 MILLION IS PURCHASE THE
LAND AND BECAUSE THEY CAN'T DO
ANYTHING WITH IT, IMMEDIATELY
LEASE IT BACK TO U.S. SUGAR.

AND WITH --

>> YOU KNOW WHAT BOTHERS ME
ABOUT YOUR ARGUMENT HERE IS, IT
SEEMS TO ME WHAT YOU'RE REALLY
SAYING THAT UNLESS A
GOVERNMENTAL UNIT OR ENTITY
THAT HAS THE AUTHORITY, HAVE
THESE KINDS OF BONDS, HAS ALL
THE MONEY TO DO A COMPLETE
PROJECT, THAT THEY CAN NOT DO
THIS BY BUYING IT IN BITS AND
PIECES.

>> WELL, YOUR HONOR --

>> WHY SHOULD WE SAY THAT?

>> DEPENDING ON
CHARACTERIZATION OF THAT I
WOULD PROFFER TO YOU THAT'S
WHAT THE FLORIDA SUPREME COURT
HAS SAID AND HAS SAID
REPEATEDLY.

IF YOU'RE BUYING FIVE-ACRES ON
WHICH YOU CAN BUILD A SCHOOL
AND YOU HAVE A PLAN LATER TO
BUY ANOTHER FIVE ACRES FOR
ANOTHER SCHOOL, THAT SCHOOL
STANDS ALONE.

THAT FIRST ONE STANDS ALONE.
BUT IF YOU'RE GOING TO DO WHAT
THEY DID IN FRANKENBOOTH OR
WHAT THEY'RE DOING HERE, BUY
73,000 ACRES EXHAUST THEIR
FINANCIAL CAPABILITY, LEASE IT
IMMEDIATELY BACK TO U.S. SUGAR
UNDER TERMS THAT SAY YOU CAN'T
GET 20,000 OF THE CITRUS LAND
FOR 20 YEARS.

YOU CAN GET 10,000 OF IT WITHIN
THE FIRST 10 YEARS.

YOU GET ANOTHER 10,000 BETWEEN
THE 10th AND 20th YEAR AND IN
NO CASE, FORGET THOSE RIGHTS,
CAN YOU EVER GET ANY OF THE
LAND, WATER MANAGEMENT DISTRICT
GET ANY OF IT, UNLESS THEY
DEVELOP IN THE FUTURE, BECAUSE
THEY DON'T HAVE IT NOW, IN THE
FUTURE, A SPECIFIC PLAN, FULLY
FUNDED AND THEN UNDER THE LEASE
TO U.S. SUGAR -- SEE, U.S.
SUGAR KNOWS WHAT IT IS DOING.

U.S. SUGAR SAYS, UNTIL YOU HAVE A SPECIFIC PLAN, FULLY FUNDED, YOU CLAIM YOU BOUGHT OUR LAND YOU ABOUT WE'RE ENTITLED TO LEASE IT FROM NOW UNTIL THE COWS COME HOME, 20, 30, 40 YEARS UNTIL YOU DEVELOP A NEW SPECIFIC PLAN.

AND UNTIL YOU FULLY FUND IT. THAT'S WHAT THE PUBLIC SHOULD BE UPSET ABOUT.

U.S. SUGAR IS GOING TO GET THE BENEFIT OF THE DISTRICT NOT HAVING A SPECIFIC PLAN, AND NOT HAVING FUNDS TO BUILD IT AND IT IS JUST GOING TO SIT ON THE LAND.

IN FACT THE LAND, ABANDONED IS WORSE THAN NOT ABANDONED.

>> LET ME ASK YOU THIS.

SPECIFIC DO YOU NEED TO HAVE THE PLANS?

BECAUSE AS I HAVE READ THIS, IT SEEMS TO ME THEY ARE SAYING THAT WE'RE GOING TO ACQUIRE THIS LAND.

AND THEN WE'RE GOING TO BUILD THESE FACILITIES THAT ARE GOING DO WHATEVER THESE FACILITIES DO WITH THE WATER AND, TO HELP RESTORE THE EVERGLADES.

HOW SPECIFIC DOES THE PLAN HAVE TO BE?

DO WE HAVE TO HAVE EVERY DETAIL OUTLINED BEFORE WE CAN SAY, YES, YOU CAN BEGIN TO ACQUIRE

THIS LAND?

WHICH SEEMS TO ME TO HAVE SOME
BENEFIT.

U.S. SUGAR CERTAINLY CAN'T, OR
CAN THEY, AT THIS POINT NOW
SELL THE LAND TO SOMEONE ELSE
WHO MIGHT BUILD SOMETHING ON IT
AND THEN, THE LAND MAY IN THE
FUTURE COST THE WATER
MANAGEMENT DISTRICT EVEN MORE
MONEY?

I MEAN, SO HOW SPECIFIC AND
DETAILED DO YOU HAVE TO BE
BEFORE YOU CAN GET STARTED ON
THIS KIND OF PROJECT?

>> WELL THE COURT WOULD SAY AND
HAS SAID IN THE PAST,
SUFFICIENT SPECIFICITY, NOT
EXACT PLANS, BUT SUFFICIENT
SPECIFICITY SO THE PUBLIC CAN
EVALUATE THE PROPOSED PROJECT.

I OFFER TO YOUR HONORS, THERE
IS NO PROPOSED PROJECT.

IF YOU POINT TO A PIECE OF LAND IN
THE 73,000 ACRES THEY HAVE NO
CLUE WHAT THEY'RE GOING TO
BUILD ON IT.

THEY COMMIT TO NOTHING BUILD ON
IT.

IN FACT THEY PROMISED U.S.
SUGAR UNTIL WE DEVELOP FURTHER
PLANS, YOU KEEP THE LAND FROM
NOW, FOR A CENTURY.

SO IF U.S. SUGAR BENEFITS FROM
A LEASE THAT SAYS RIGHT NOW,
YOU DON'T KNOW WHAT YOU'RE

GOING TO DO, WATER MANAGEMENT DISTRICT.

IF YOU EVER DEVELOP THE PLAN, AND FULLY FUND IT, THEN YOU CAN TAKE THE LAND FROM US THAT YOU ALLEGEDLY DEVELOPED.

BUT NOT 20,000 OF THE ACRES YOU CAN'T GET FOR 20 YEARS.

10 YOU CAN'T GET FOR 10 YEARS.

>> ONE OF THE QUESTIONS I HAVE, AND I THINK YOU ADDRESSED IT IN YOUR BRIEF, FIRST OF ALL THIS PART OF THE PROJECT THAT INCLUDES \$50 MILLION AS AN OPTION FOR THE SALE OF, OR THE PURCHASE OF THE ADDITIONAL ACREAGE.

ARE YOU SEPARATELY ATTACKING THAT PART OF THE BOND VALIDATION?

>> YES, YOUR HONOR.

WE BELIEVE WITH RESPECT TO THE PUBLIC PURPOSE FROM THE FUNDS RAISED THE LACK OF SPECIFICITY IS A PROBLEM.

WE BELIEVE THE ONLY, WHAT CAN BE DONE WITH THE FUNDS RAISED IS ONLY BUY LAND AND WE BELIEVE ONLY BUYING LAND CREATES ONLY A DIRECT AND IMMEDIATE USE, WHICH IS THE ORANGE COUNTY INDUSTRIAL CASE FOR PRIVATE INDIVIDUALS.

AND IN ADDITION, THE OPTION, THEY'RE PAYING MILLION, OR 40 MILLION.

>> BUT WHAT THE JUDGE DID BELOW

BECAUSE THERE WAS SOME QUESTION
HOW MUCH OF THE BOND AMOUNT
COULD BE VALIDATED THAT COULD
BE SEVERED FROM THE BOND
VALIDATION, COULD IT NOT?

IN OTHER WORDS IF \$50 MILLION
IS FOR AN OPTION THAT SOMEONE
SAYS, THAT'S NOT, LACKS
SPECIFICITY, WOULDN'T THAT BE
THE REMEDY AS POSED TO SETTING
ASIDE THE --

>> IF I UNDERSTAND THE
QUESTION, YOUR HONOR, IF THE
\$50 MILLION, AS IS THE FACT,
BUYS NOTHING, THEY WILL HAVE TO
FLOAT NEW BONDS, SOMETIME IN
THE FUTURE AND RIGHT NOW THEY
CAN'T EVEN DO THAT BECAUSE IT
IS UNDER THEIR 20% CAP.

IT IS ILLEGAL TO FLOAT ENOUGH
FUTURE BONDS TO BUY THE LAND
THAT THE OPTION WILL BE FOR AND
JUDGE HAFELE FOUND NO
OTHER PUBLIC PURPOSE.

>> WE FOUND THERE WASN'T
SPECIFIC SPECIFICITY.

THAT IS PRETTY BIG PURPOSE.
HE DIDN'T SAY THERE WASN'T A
PUBLIC PURPOSE.

>> WELL, YOU KNOW, I PROFFER
AGAIN TO YOUR HONOR, BUY THE LAND
AND LEASE IT TO U.S. SUGAR KEEP
THEM FOR A CENTURY, THE
MICCOSUKEE SAYS THERE IS NO
PUBLIC PURPOSE.
THE GOVERNMENT, THEY DON'T BELIEVE,

I'M FROM THE GOVERNMENT, TRUST ME.

THEY HAVE BEEN DAMAGED FROM I'M
FROM THE GOVERNMENT TRUST ME
FOR CENTURIES.

THEY WANT TO KNOW WHAT THE
SPECIFIC PLAN IS FOR THE
PUBLIC.

WITH THE SPECIFIC PLAN ABOUT
THE OPTION SOME APPROACHES FOR
THE LAW YOU COULD STRIKE 50
MILLION.

BUT THE PROBLEM THESE GUYS ARE
GOING TO STAND UP AND SAY IF I
SPEAK COLLOQUIALLY, ARE GOING
TO SAY THE OPTION WAS FREE.

IT IS SILLY STATEMENT BUT
THEY'RE GOING TO SAY THAT
BECAUSE, WHAT IS THE PRICE OF
THE OPTION?

THE APPRAISAL IS FOR \$480 MILLION
BUT THEY WANT TO BAIL THESE
GUYS OUT FOR 536.

SO THEY HAD TO SAY, AN OPTION,
FOR THREE YEARS THAT WE KNOW
DEMONSTRABLY IS ILLEGAL TO
FLOAT BONDS TO EXERCISE BUT
NEED ANOTHER 50 MILLION OR
SOMEBODY NEEDS ANOTHER 50
MILLION BUT SO, WE SAY, 50
MILLION BUT THEY CLAIM NOTHING.

IT COULD BE 68 MILLION.

>> THE ANSWER IS, IT COULD BE
SEVERED?

>> YES, YOUR HONOR.

CONCEPTUALLY BUT THE PROBLEM
WOULD BE, THAT YOU DON'T KNOW

THE EXACT AMOUNT OF THE OPTION.

IT IS WORTH SOMETHING.

THEY'RE GOING TO CASH THE
CHECK, U.S. SUGAR IS GOING TO
CASH A CHECK SO IT'S MONEY.

EXACTLY HOW MUCH YOU WOULD
SEVER WOULD BE DIFFICULT.

WHEN I TALK --

>> I'M SORRY.

I THOUGHT YOU SAID IT WAS WORTH
\$68 MILLION OR \$50 MILLION?
ONE OF THOSE FIGURES IT SEEMS
TO ME WOULD BE WHAT YOU WOULD
USE IN ORDER TO SEVER EVEN
THOUGH, --

>> YES, PERHAPS, YOUR HONOR.

>> -- APPROPRIATE --

>> THE JOINT APPENDIX, PAGE 11901,
AS THE WATER MANAGEMENT
DISTRICT CHARTS SHOW APPRAISAL
OF THE LAND AT \$486 MILLION.
THEY'RE PAYING 536 AND THEY
CLAIM AN APPRAISER SAID CERTAIN
CIRCUMSTANCES IF YOU COULD ROCK
MINE THAT LAND AND ALL KINDS OF
OTHER STUFF, THAT LAND, OPTION
MIGHT BE WORTH \$68 MILLION.
SO THEY CLAIM THEY GOT A REAL
GOOD DEAL.

SOMETHING WORTH \$68 MILLION
THEY PAID \$50 MILLION FOR.

OF COURSE LEGALLY THEY CAN'T
EXERCISE THE OPTION BECAUSE
THEY DON'T HAVE THE AUTHORITY
WITHIN THEIR CAP --

>> YOU'RE TALKING ABOUT, WHAT I

WANT TO ASK YOU IS THE EFFECT
OF FLORIDA STATUTE 373.1391
WHICH SAYS THAT THE LEGISLATURE
DECLARED IT IS NECESSARY FOR
THE PUBLIC HEALTH AND WELFARE
THAT WATER AND WATER-RELATED
RESOURCES BE CONSERVED AND THAT
THE ACQUISITION REAL PROPERTY
FOR THIS OBJECTIVE SHALL
CONSTITUTE A PUBLIC PURPOSE FOR
WHICH PUBLIC FUNDS MAY BE
EXPENDED.

WE WOULD KNOW IF WE WERE
DEALING WITH BEACH RESTORATION
THAT PURCHASES OF OCEANFRONT
BEACH LAND SERVES A PUBLIC
PURPOSE.

THEN YOU CAN NOT HAVE
DEVELOPMENT ON IT.

WITHIN THE EVERGLADES, ISN'T
THE PURCHASE OF A LARGE SECTION
OF PROPERTY THAT WILL THEN NOT
BE ABLE TO BE USED FOR FURTHER
DEVELOPMENT, FOR SUGAR
PRODUCTION, DOESN'T THAT SERVE
THE PURPOSE OF THE EVERGLADES
OF HAVING UNDEVELOPED LAND
WITHIN THE AREA?

ASIDE FROM ISSUE OF THE WATER
TREATMENT?

>> WORKING BACK, MADAM JUSTICE,
WITH RESPECT TO TAKING OUT OF
SUGAR PRODUCTION THAT IS JUST
NOT TRUE.

IT IS IMMEDIATELY LEASED BACK
AND AT LEAST 20000 ACRES STAYS

IN PRODUCTION FOR AT LEAST 20
YEARS.

FURTHERMORE --

>> THEY HAVE VERY STRICT
RESTRICTIONS HOW THAT LAND IS
TO BE USED.

>> THEY HAVE THAT LEGAL
AUTHORITY TODAY.

THIS IS AN AGENCY THAT SAYS WE'RE A
PUBLIC AGENCY PUBLIC REGULATORY
AUTHORITY BUT WE HAVE TO BUY
SOMEBODY IN ORDER TO REGULATE
THEM? THAT'S SILLY.

THEY ABDICATE THEIR
RESPONSIBILITIES AND SAY THE
PUBLIC HAS TO FLOAT BONDS FOR
HALF A BILLION DOLLARS TO GET
THE AUTHORITY TO REGULATE THOSE
GUYS?

I MEAN I READ THE STATE
CONSTITUTION.

THEY CAN REGULATE THEM TODAY
AND THEY OUGHT TO.

BUT WITH RESPECT TO THE
QUESTION OF TAKING THE LAND OUT
OF PRODUCTION IT, DOESN'T COME
OUT OF PRODUCTION.

BUT FURTHERMORE, ALL OF THEIR
STATEMENTS OF BENEFITS AND I
WILL CONCLUDE WITH THIS, AND
LET MR. ^KLOCK ADDRESS
THE REFERENDUM OR MAYBE IT IS CLEAR
IN THE BRIEFS.

ALL OF THEIR STATEMENTS SAY
THAT THE PUBLIC PURPOSE IS IN
THE CASE OF THE RESOLUTION,

IT'S LAND AND IMPROVEMENTS ON
THE LAND.

IN THE CASE OF THEIR COMPLAINT,
IT'S CONSTRUCTING, EQUIPING AND
INSTALLING EQUIPMENT ON THE
LAND.

THE LAND PURCHASES ALONE
ACCOMPLISH NOTHING.

IN FACT, IT'S SO BAD TO JUST
PURCHASE LAND AND ABANDON IT,
THAT FOR ZERO LEASE COST,
THEY'RE LETING U.S. SUGAR COME
BACK ON CITRUS LAND TO MAINTAIN
THE CITRUS.

IF YOU ABANDON IT YOU'RE WORSE
OFF.

EVERYTHING FLOWS OFF IT.

>> YOU'RE INTO THE REBUTTAL
TIME, IF YOU WANT TO MAKE
SURE --

>> I WILL THEN CONCLUDE, YOUR
HONOR, I WOULD LIKE TO QUOTE
ONE STATEMENT FROM THE
EXECUTIVE DIRECTOR OF THE
DISTRICT.

CONSTRUCTION WAS NECESSARY, NOT
LAND PURCHASE ALONE.

SHE SAYS, I DON'T THINK, I CAN
NOT THINK OF A WATER
RESTORATION PROJECT IN THE
WORLD THAT BUYING THE LAND BUY
ITSELF IS JUST THE PROJECT.

YOU HAVE TO BUILD ON IT.

THEY HAVE NO ABILITY TO DO
THAT.

THANK YOU, YOUR HONOR.

>> THANK YOU.

>> GOOD MORNING AND MAY IT
PLEASE THE COURT.

I'M MAUREEN HACKETT.

I'M AN ASSISTANT STATE ATTORNEY
FROM THE FIFTH JUDICIAL
CIRCUIT.

I'M ATTENDING THIS PROCEEDING
ON BEHALF OF THE STATE OF
FLORIDA.

ALSO IN THIS COURTROOM IS
MICHAEL McCULLOUGH, THE STATE
ATTORNEY FROM THE 15th JUDICIAL
DISTRICT FROM PALM BEACH.

THE 15th JUDICIAL CIRCUIT IS
HERE REPRESENTING COLLECTIVELY
ALL OF THE STATE ATTORNEYS IN
EACH OF THE JUDICIAL CIRCUITS
WITHIN THE DISTRICT'S
BOUNDARIES AFFECTED THIS BOND
VALIDATION PROCEEDING.

THESE CIRCUITS COMPRISE 16
COUNTIES.

WE'RE A PART OF THIS PROCEEDING
PURSUANT TO OUR STATUTORY
RESPONSIBILITIES SET FORTH IN
SECTION 75.05 OF FLORIDA
STATUTES.

OUR DUTY UNDER THIS STATUTORY
SECTION IS REQUIRE US TO
EXAMINE THE COMPLAINT AND TO
HAVE ACCESS TO THE RECORDS OF
THESE PROCEEDINGS AND TO
DETERMINE WHETHER THE COMPLAINT
AND VALIDATION IS DEFECTIVE,
INSUFFICIENT, UNTRUE, AND NOT

DULY AUTHORIZED.

WE'RE HERE TO STATE WE HAVE PERFORMED THOSE FUNCTIONS AND THE STATE IS INTEGRAL TO THIS PROCEEDING AND IT IS IN A UNIQUE POSTURE.

NEITHER ARE WE A PROPONENT OF THIS VALIDATION PROCEEDING. THAT IS NOT IN FACT OUR ROLE BUT WE HAVE NOT AFTER LISTENING TO THE EVIDENCE AND AFTER ATTENDING ALL OF THE PROCEEDINGS, WE ARE NOT GOING TO BE ASSERTING A DEFENSE TO THIS VALIDATION PROCEEDING.

WE BELIEVE THAT OUR REVIEW PROCESS IS VERY LIMITED IN SCOPE AND CIRCUMSCRIBED BY THE SAME PARAMETERS CIRCUMSCRIBED AT THE TRIAL SET FORTH IN STRAND VERSUS ESCAMBIA COUNTY.

WE LOOKED AND DETERMINED WHETHER THE GOVERNING BODY HAS AUTHORITY TO ISSUE BOND WHETHER AUTHORIZATION AND OBLIGATION COMPLIES WITH THE REQUIREMENTS OF LAW AND DETERMINE IF THE PURPOSE OF THE OBLIGATION IS IN FACT LEGAL AND A PUBLIC PURPOSE.

WE BELIEVE THERE IS SUBSTANTIAL AND COMPETENT EVIDENCE IN THIS RECORD TO SUPPORT THE FINDINGS OF THE TRIAL COURT AND THE LEGAL CONCLUSIONS THAT THE

TRIAL COURT HAS DONE.

WHAT THE RECORD HERE

DEMONSTRATES IS THAT THERE IS
IN THIS PROCEEDING IS THAT THAT
THERE IS A BELIEF AMONG ALL THE
PARTIES RECLAMATION AND
RESTORATION OF THE EVERGLADES
IS IN FACT AN IMPORTANT
UNDERTAKING.

WATER QUALITY, FLOOD CONTROL
AND ENVIRONMENTAL AND
PROTECTION AND RESTORATION IS
INDEED AN IMPORTANT AND PUBLIC
PROCESS.

HOW THIS IS ACHIEVED IS CLEARLY
AT ISSUE.

OUR ROLE CAN NOT INTRUDE UPON
THE PREROGATIVES OF THE
GOVERNING BODIES AND THE
ENTITY, SOUTH FLORIDA WATER
MANAGEMENT DISTRICT.

WE CAN NOT CONSIDER THE WISDOM
OF THE BUSINESS DECISIONS AND
FINANCIAL JUDGEMENTS THAT WERE
MADE.

THE FINANCIAL FEASIBILITY OF
PROJECT IS BEYOND OUR SCOPE OF
REVIEW.

WE HAVE REVIEWED THE LEGALITY
AND OVERSIGHT TO ENSURE IT IS
NOT CONTAMINATED BY FRAUD OR
ILLEGALITY.

WE CONCUR WITH THE FINDINGS OF
THE TRIAL COURT AND WE HAVE
CONCURRED ANY BENEFIT IT
PRIVATE INTERESTS IN THIS

MATTER IS INCIDENTAL TO THE
PUBLIC PURPOSE WHICH IS SOUGHT
TO BE ACHIEVED.

THANK YOU.

>> THANK YOU VERY MUCH.

>> THANK YOU.

>> GOOD MORNING.

MAY IT PLEASE THE COURT.

MY NAME IS RANDY HANNAH WITH
THE LAW FIRM OF ROBB
REPRESENTING THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT.
WITH ME TODAY IS FRED SPRINGER
FROM MY FIRM AND FRANK BARTOLOM
WITH WATER MANAGEMENT
DISTRICT.

I WILL RESERVE THREE MINUTES
FOR MR. ^THOM RUMBERGER
REPRESENTING AUDUBON.

IT IS COMPLICATED AND
CONVOLUTED AS APPELLATES WANT
TO MAKE THE CASE.

IT IS VERY SIMPLE.

WE'RE BUYING 73,000 ACRES OF
HIGHLY VALUABLE LAND SOUTH OF
LAKE OKEECHOBEE AND NORTH OF
THE EVERGLADES.

IT WILL BE USED FOR EVERGLADES
RESTORATION AND SPECIFICALLY
FOR WATER TREATMENT ANDRAGE.

>> IS THE PROBLEM THAT, LET ME
ASK YOU THIS WAY.

IF YOU HAD JUST SET OUT, WANT
TO BUY THE LAND, JUST SORT OF
TAKE IT OFF THE MARKET, LIKE A
BEACH RESTORATION, WOULD THAT

THE ARGUMENTS BE THE SAME?

OR IS IT INTEGRAL TO THE, TO
THIS PROJECT, THAT YOU
REPRESENTED IN THE COMPLAINT,
THAT IT IS GOING TO BE USED,
NOT JUST AS LAND THAT IS
RECLAIMED BUT THAT IT IS GOING
TO BE USED FOR WATER STORAGE
AND TREATMENT?

>> WATER STORAGE AND TREATMENT.

YOU MENTIONED CHAPTER 373.139.

I WOULD CALL YOU TO THAT, CALL
YOUR ATTENTION TO THAT.

AND IT SAYS THE ACQUISITION OF
REAL PROPERTY FOR THE
OBJECTIVE, FOR THE OBJECTIVE OF
CONSERVING AND PROTECTING WATER
AND WATER RELATED RESOURCES IS
A PUBLIC PURPOSE.

WHAT THEY WOULD ASK TO YOU DO
IS TO REQUIRE THE IMMEDIATE
MATERIALIZATION OF MATURE
CONSERVATION PROJECTS AT THE
POINT IN TIME THAT YOU BUY THE
LAND.

WHEN YOU --

>> DON'T YOU HAVE TO HAVE A
PLAN IN PLACE?

BECAUSE THAT'S WHAT YOU
REPRESENTED.

THIS BOND, IS NOT JUST FOR THE
PURCHASE OF LAND TO TAKE IT OFF
THE MARKET BUT IT IS TO BE USED FOR
THE NEXT STEP OF WATER TREATMENT
AND STORAGE?

IF YOU DON'T HAVE A PLAN HOW

THAT IS GOING TO HAPPEN,
DOESN'T THAT MAKE THE INITIAL
PURCHASE POTENTIALLY
DEFECTIVE?

>> YOUR HONOR, I WOULD, I WOULD
MAKE A COUPLE OF POINTS.

NUMBER ONE, I WOULD ASK YOU TO
LOOK AT THE ENTIRE STATUTORY
SCHEME CHAPTER 373.

THERE'S A GENERAL AGREEMENT
AMONG ALL THE PARTIES INVOLVED
THAT WE NEED BETWEEN 800,000
AND 1.2 MILLION ACRES FOR
EVERGLADES RESTORATION.

THAT'S WHAT WE NEED.

THERE IS ALSO GENERAL AGREEMENT
THAT YOU USE CONCEPT OF
ADAPTIVE MANAGEMENT WHERE YOU,
WHERE SCIENCE, TIME AND
TECHNOLOGY CHANGE THE PROCESS
OVER A POINT IN TIME.

WHAT THE CHANGE THE BEST
METHODS OF RESTORING THE
EVERGLADES OVER A POINT IN
TIME.

WHAT THEY WOULD ASK YOU TO DO
IS TO SAY, NO, YOU HAVE TO KNOW
EXACTLY WHAT YOU'RE GOING TO DO
BEFORE YOU BUY THE PROJECT.

>> NO, I UNDERSTAND.

BUT, THIS DIDN'T START OUT
LISTEN, WE'VE GO TO RECLAIM.
WE NEED TO GET 800,000 ACRES
AND THIS IS THE FIRST STEP IN
800,000 ACRES.

WE WANT TO BUY ALL THESE

PARCELS AND THAT WILL BE ONE ASPECT OF RESTORING THE EVERGLADES.

IT STARTED OUT, THERE WILL BE 187,000 ACRES AND WE'RE GOING TO USE THAT FOR WATER STORAGE AND TREATMENT SOUTH OF LAKE OKEECHOBEE.

>> RIGHT.

>> AND SO THAT, THE CONCERN IS THAT THE COMPLAINT DIDN'T CHANGE WHEN THE SCOPE OF THE PROJECT CHANGED.

AND IS THAT WITHIN THE SCOPE OF THE COURT'S INQUIRY?

>> WITH ALL DUE RESPECT TO COUNSEL FOR THE APPELLANTS THE COMPLAINT DID CHANGE.

WE CHANGED IT 181,000 TO 73.

>> WHY DID THE JUDGE SAY AT THE END THAT THE ADDITIONAL 107 ACRES, OPTION LAND DIDN'T SERVE PUBLIC PURPOSE.

>> THE COMPLAINT DID CHANGE, WELL, WE DISAGREE WITH THE LOWER COURT

JUDGE BUT TO SIMPLIFY THE ISSUES BEFORE THIS COURT, WE DID NOT APPEAL ON THAT ISSUE.

I WOULD POINT OUT TO THIS COURT FROM THE MINUTE THAT THE DISTRICT STARTED LOOKING AT THIS, IF YOU LOOK AT THE COMPLAINT, THERE'S A SUMMARY OF BENEFITS, AN EXTENSIVE SUMMARY OF BENEFITS WHAT YOU WOULD DO

WITH THE LAND.

SINCE THE MINUTE THEY HAVE ENTERED, SINCE THE MINUTE THEY ENTERED INTO THE CONTRACT, THE DISTRICT HAS UNDERGONE AN EXTENSIVE PROCESS OF LOOKING AT VARIOUS PROJECTS THROUGHOUT THIS AREA.

THEY HAVE ENTERED INTO AN EXTENSIVE PROCESS.

THERE HAVE BEEN 11 DIFFERENT CONFIGURATIONS PRESENTED TO THE DISTRICT AND IN EVIDENCE BEFORE THIS COURT.

AND ACTUALLY ONE PRESENTED BY NEW HOPE.

AND THE JUDGE SPECIFICALLY FOUND THAT THERE WERE PROJECTS FOR THE 73,000 ACRES HERE.

THIS IS NOT AT SUWANNEE ISSUE.

IN SUWANNEE, THEY WERE AS, JUSTICE THORNAL SAID IN HIS CONCURRENCE, THEY WERE BUYING LAND.

THEY DIDN'T KNOW THE LAND.

THEY DIDN'T KNOW THE BUILDING.

THEY DIDN'T KNOW THE PROJECT.

THEY DIDN'T KNOW THE COMPANY THAT WAS DOING IT.

THEY DIDN'T KNOW WHAT THE COMPANY WAS GOING TO DO.

WHAT WE'RE DOING HERE IS WE'RE BUYING LAND FOR EVERGLADES RESTORATION.

>> MR. ^HANNA, AT ONE TIME DID THIS, THE OVERALL PLAN THAT WAS

WE'RE TALKING ABOUT ENVISION
THAT THE LAND THAT IS TO BE THE
SUBJECT OF THE BOND ISSUE WAS
AVAILABLE FOR TRANSFER, FOR
TRADE, FOR OTHER THINGS THAT
THEN MAY GO TOWARD RESTORATION?
OR WAS THAT NEVER PART OF ANY
CONSIDERATION?

>> YOUR HONOR, I MAY ASK YOU TO
HELP ME.

>> LAND WE'RE TALKING ABOUT,
THIS CONCEPT OF RESTORATION, IS
THERE ANYTHING IN ANY OF THESE
PLANS THAT HAVE BEEN PRESENTED
THAT WOULD PREVENT THE TO BE
TRADED, TRANSFERRED IN EXCHANGE
FOR SOME OTHER PROPERTIES?

>> NO.

>> NOTHING LIKE THAT?
IS THERE, IT'S GOING TO BE
USED FOR THIS, NOTHING ELSE AND
THERE'S SUFFICIENT RESTRICTIONS
ON THAT?

>> WELL, ACTUALLY, IF YOU READ
CHAPTER 373, IT WASN'T INTENDED
THAT THE DISTRICT JUST BUY LAND
YOU MAY NEED.

IN FACT THERE IS WHOLE
STATUTORY SCHEME FOR YOU TO
SURPLUS PROPERTY.

THAT MAY VERY WELL BE THE CASE.

>> NOT TO TRANSFER FOR SOME
OTHER PURPOSE THOUGH?

>> WE COULD, SOME OF THE LAND
WE COULD BUY, ONCE YOU DECIDE
ON AN ULTIMATE SCHEME HERE, IT

WOULD THEN BE CONSIDERED
SURPLUS LAND WHICH YOU COULD
SELL TO ANOTHER PROPERTY.

>> WASN'T THERE SOME
CONTEMPLATION, SOMETHING ABOUT
3,000 ACRES THAT ACTUALLY WAS
BEING USED TO, TO MOLLIFY SOME
OF THOSE THAT MIGHT HAVE
OPPOSED THE DEAL?

IS THAT, I KNOW I READ IN THE
BRIEF.

WHETHER IT IS IN THE RECORD,
BUT I KNOW IT'S THERE.

>> I PROBABLY WOULD NOT HAVE
USED THOSE WORDS.

>> I'M TRYING TO USE A, EVEN A
KINDER WORD THAN THEY MIGHT
HAVE USED.

>> THERE ARE 8,000 ACRES
CLASSIFIED AS TRANSITION LANDS
IN, IN THE CONTRACT THAT THE
TESTIMONY OF THE EXECUTIVE
DIRECTOR WAS THAT THEY WOULD
WORK WITH THE LOCAL GOVERNMENTS
TO TRANSFER THEM TO LOCAL
GOVERNMENTS, HOPEFULLY FOR THE
PURPOSE OF WATER RESTORATION
PROJECTS.

WE BELIEVE THAT IS ALLOWED
UNDER THE STATUTORY SCHEME.

>> JUST SAID HOPEFULLY.

>> EXCUSE ME.

>> SAYS HOPEFULLY?

>> IT DOES SAY HOPEFULLY.

THAT'S WHAT THE EXECUTIVE
DIRECTOR DID SAY.

BUT WE BELIEVE UNDER THE STATUTORY SCHEME, IF THERE IS SURPLUS PROPERTIES THEY DON'T HAVE TO BE TRANSFERRED JUST FOR WATER RESTORATION PURPOSES.

>> SEE MY ISSUE OR MY QUESTION IS I UNDERSTAND THE CONCEPT OF SAYING TO US IF YOU HAVE WITHIN THIS RIVER OF GRASS A HUGE CHUNK OF LAND THAT BECOMES AVAILABLE, THE IDEA, YOU AS A WATER MANAGEMENT DISTRICT, IT IS CLEARLY, SEEMS TO BE WITHIN YOUR OVERALL PURPOSE, TO WANT TO ACQUIRE THIS LAND FOR, YOU KNOW, STOP THE POLLUTING THAT IS GOING ON.

>> RIGHT.

>> AND TO ALSO CONSIDER IT AS FOR, FOR THE RESTORATION, TREATMENT AND STORAGE. BUT WHAT, IF YOU WERE TO SAY, IF YOU HAD SAID TO THE TRIAL JUDGE, LISTEN, WE'RE NOT SURE IF WE'RE GOING TO TAKE THE 73,000 ACRES AND WE'RE GROWING TO JUST KEEP IT THERE AND THAT'S GOING TO BE BENEFIT TO THE EVERGLADES AND WITHIN OUR MISSION, DIDN'T YOU REPRESENT THAT YOU ARE GOING TO USE THIS PROPERTY FOR ACTUALLY DEVELOPING THE WATER TREATMENT AND STORAGE, WHICH I UNDERSTAND ISN'T LIKE NECESSARILY BRICKS AND MORTAR BUT IT COULD BE

WITHIN THE PROPERTY ITSELF.
DOES THAT DISTINCTION, DOES IT
MATTER FOR THE BOND PURPOSES,
NOW I MEAN IT MIGHT NOT HAVE
MATTERED IF YOU HAVE THIS MONEY
ON YOUR OWN.

YOU COULD HAVE PROBABLY
PURCHASED IT, BUT FOR BOND
PURPOSES DOES IT MATTER THAT
YOU REPRESENTED IT TO BE FOR
ONE PARTICULAR PIECE?

SEEMS TO ME THAT IS WHAT
MR. ^LEHTINEN HAS BEEN HARPING
ON IS, THAT YOU HAVE NO WAY TO
REALLY USE IT FOR THE PURPOSE
THAT YOU HAVE REPRESENTED, THAT
THE LAND WOULD BE USED FOR?

>> YOUR HONOR, --

>> DOES THAT MAKE SENSE?

>> I UNDERSTAND.

WITH ALL DUE RESPECT TO THE
STATEMENTS MADE BY MR. ^LEHTINEN
IN HIS BRIEF, I BELIEVE THE
STANDARD FOR WHETHER YOU'RE
USING PUBLIC MONEY OR WHETHER
YOU'RE USING BOND MONEY IS THE
SAME.

AND YOU BUY LAND HERE FOR THE
OBJECTIVE WATER RESTORATION,
FOR WATER STORAGE AND
TREATMENT.

AS YOU DESIGN THE PLANS, AS YOU
DESIGN THE PROJECTS, YOU MAY
HAVE SURPLUS LAND.

THIS WAS AN AGREED UPON
TRANSACTION.

WE HAD A BUYER AND A SELLER.
THEY WOULD SELL US CERTAIN
LANDS.

AND THAT'S WHAT YOU HAD TO DO.

>> SO, WHAT I'M ASKING YOU IS
THAT, WOULD YOU, DO YOU SAY
THAT THE SOUTH FLORIDA WATER
MANAGEMENT DISTRICT HAS THE
AUTHORITY TO USE THE BOND, ITS
BONDING POWER, DELEGATED BY THE
STATE, TO BUY UP LAND EVEN IF
THEY'RE NOT SURE WHICH OF THOSE
PROPERTIES ARE GOING TO
SPECIFICALLY BE USED FOR THE --

>> YES.

>> FOR MORE NARROW PURPOSE OF
WATER TREATMENT AND STORAGE?

>> IF IT IS BOUGHT FOR THE
OBJECTIVE WATER RELATED
RESOURCES WHICH IT WAS, YOU --

>> THAT WOULD BE TRUE THEN OF
ANY OF THE LAND THAT WOULD BE
WITHIN THE RIVER OF GRASS,
WOULDN'T IT?

I DON'T KNOW THE GEOGRAPHY.

I DON'T HAVE A MAP THAT
SHOWS --

>> I DON'T KNOW IF IT WOULD BE
TRUE FOR ANY OF IT BUT CLEARLY
WHEN WE'RE TALKING ABOUT
NEEDING A MILLION ACRE FEET OF
STORAGE, BUYING THIS 73,000
ACRES IS CERTAINLY A PUBLIC
PURPOSE UNDER 373.

AND SO I WOULD SAY THE ANSWER
TO THAT IS YES.

>> LET ME ASK YOU ABOUT THE SURPLUS.

YOU KNOW THE CASES THAT I'VE SEEN THAT TALK ABOUT SURPLUS, USUALLY YOU BOUGHT THE LAND AND YOU'VE DONE WHAT IS THE PUBLIC PURPOSE AND THERE IS SOME LAND LEFTOVER.

SO YOU GET TO, YOU KNOW, SELL IT OR USE IT FOR ANOTHER PURPOSE.

BUT IT SEEMS TO ME IN THIS CASE THAT WHAT WE'RE, YOU ACTUALLY ARE BUYING THIS TO USE IT FOR ANOTHER PURPOSE AS OPPOSED TO IT JUST BEING SURPLUS LAND AT THAT POINT.

>> NO, YOUR HONOR.

IN FACT THE TRIAL JUDGE SPECIFICALLY FOUND THAT WE HAD SPECIFIC PROJECTS FOR THE 73,000 ACRES.

>> I'M TALKING ABOUT THE 3000 BASICALLY.

I UNDERSTAND AS A PART OF THEIR ARGUMENT IS, YOU'RE BUYING THAT TO ACTUALLY TO PAY OFF I GUESS THE MUNICIPALITIES WHO HAD SOME QUARRELS WITH THE ACQUISITION OF THIS LAND IN THE FIRST PLACE.

>> YOUR HONOR, WE WERE, WE BOUGHT LAND THAT U.S. SUGAR HAD FOR SALE, SOUTH OF THE LAKE, AND NORTH OF THE EVERGLADES.

>> WE'RE GOING TO SPEAK IN

TERMS OF LOGIC, I WOULD ASSUME
WE FOLLOW THE -- 75% OF THE
LAND COULD THEN BE USED AND
SOLD AND TRANSFERRED, AND THEN
IF WE COULD USE 25% OF IT.

WHERE DOES THAT STOP, THE
CONCEPT OF, THAT WE KNOW WE
HAVE LAND IN HERE WE'RE GOING
TO DO SOMETHING ELSE WITH?
WHERE DOES THAT STOP?

WHAT IS THE CRITERIA THAT WE
WOULD LOOK TO WITH REGARD TO
THAT?

>> YOUR HONOR, I DON'T KNOW
THAT I CAN TELL YOU WHERE IT
WOULD STOP BUT I WOULD SAY WHEN
YOU NEED A MILLION ACRE FEET
THAT 73,000 ACRES CLEARLY FITS
WITHIN IT.

AND THE STATUTORY SCHEME OF
LEASING --

>> YOU'RE AVOIDING THE
QUESTION --

>> I APOLOGIZE.

>> -- I RAISED INITIALLY, THAT IS
ABOUT THIS OTHER LAND, YOU
REFER TO IT AS TRANSITION LAND.

>> THE 3,000 ACRES?

>> THERE IS ACREAGE THAT IS
INVOLVED.

SO THE QUESTION IS, WHAT'S THE
STANDARD?

WE'RE BEING ASKED TO APPROVE
THAT AND IS THERE A STANDARD?
MAYBE THERE'S NOT.

THE QUESTION HAS ARISEN.

AND THE ANSWER I RESPECTFULLY SUGGEST, OH, WELL WE NEED 20 MILLION ACRES DOESN'T ANSWER THAT QUESTION.

YOU MAY NEED SUBSTANTIALLY MORE THAN THIS PROPERTY INVOLVES BUT IF THIS PROJECT CONTEMPLATES A TRANSFER OF MOST OF IT TO SOMEBODY ELSE AND AS PART OF THE PLAN, WHAT'S THE STANDARD? WHAT'S THE STANDARD?

>> THE STANDARD IS IN 373.139.

THE STANDARD IS, ARE YOU BUYING LAND FOR WATER TREATMENT, FOR THE OBJECTIVE OF WATER TREATMENT AND STORAGE.

>> IF THAT WERE TRUE YOU COULD BUY ANOTHER 10 MILLION ACRES AS PART OF THAT SAME PURCHASE. IF YOU CAN SAY, THAT THE PURCHASE OF PART OF IT IS WITHIN THAT STATUTE.

THAT IS --

>> I WOULD, I WOULD NOT AGREE THAT, I COULD SAY THAT THERE WOULD BE A POINT IN WHICH YOU WOULD GET OUTSIDE OF THE SCOPE OF THAT STATUTE BUT I WOULD SAY HERE WHERE YOU HAD LAND FOR SALE AND YOU HAD A DIMINIMUS AMOUNT, A DIMINIMUS AMOUNT THAT MAY BE TRANSFERRED TO MUNICIPALITIES FITS DIRECTLY WITHIN 373.

IF YOU HAVE THE SPECIFIC SECTION IN 373 THAT SAYS YOU

CAN TRANSFERRED LANDS TO LOCAL GOVERNMENTS AND THAT WAS COVERED IN OUR BRIEF.

>> I BELIEVE JUSTICE POLSTON HAS A QUESTION FOR YOU.

>> I HAVE A TWO QUESTIONS IF MAY.

FIRST QUESTION WITH THE OPTION RAISED.

>> YES.

>> THEIR POSITION IS, IN THE SALES DOCUMENT THERE IS 536 MILLION.

YOU ATTRIBUTE THAT WHOLE PURCHASE PRICE TO THE 73,000 ACRES. RIGHT?

>> WE DO, YOUR HONOR.

IN LOOK AT THE CONCLUSION ON PAGE 34 OF THE FINAL JUDGEMENT, I WILL TELL YOU THERE'S SOME INCONSISTENCY IN THE JUDGMENT. ONE PLACE HE SAYS IT IS OPTION FOR 50 MILLION.

IN THE OTHER PLACE HE SAID THE ENTIRE PURCHASE PRICE IS FOR --

>> AND THEN THEIR ARGUMENT IS THERE IS EXPERT TESTIMONY OR RECORD EVIDENCE INDICATING THIS RIGHT TO BUY HAS SIGNIFICANT VALUE PERHAPS 50 MILLION, 65 MILLION ,IS NOWHERE ALLOCATED IN THE PURCHASE AGREEMENT.

>> THAT IS PURELY A BUSINESS DECISION.

WHILE THEY MAY NOT LIKE IT, FOR THIS COURT TO STEP INTO THE

ROLE OF THE, OF THE WATER
MANAGEMENT DISTRICT AND
SECOND-GUESS THAT DECISION,
WOULD BE OUTSIDE THE SCOPE OF
THIS COURT'S --

>> I'M NOT SECOND-GUESSING THE
BUSINESS DECISION TO HAVE AN
OPTION BUT WHAT CONCERNS ME IS
THAT YOU ARE RAISE IN YOUR
BRIEF THERE WAS NOTHING PAID
FOR THIS OPTION, RIGHT?

>> THE OPTION WAS TAKEN INTO
CONSIDERATION IN DETERMINING
WHAT TO PAY FOR THE LAND.

>> SO BUT YOU'VE SAID IN YOUR
BRIEF I BELIEVE THAT THERE WAS
THERE WAS NO SEPARATE PAYMENT
FOR THE OPTION?

>> THAT IS CORRECT.

>> THE WHOLE AMOUNT WENT TO THE
73,000 ACRES?

>> THAT IS CORRECT.

>> IF THERE IS NO PAYMENT HOW
IS THERE CONSIDERATION FOR THE
ENFORCEMENT OF THE OPTION?
IS IT AN ENFORCEABLE PART OF
THE CONTRACT?

>> WE DO BELIEVE IT IS
ENFORCEABLE PART OF CONTRACT?

>> WHERE IS THE CONSIDERATION
FOR IT?

>> THE CONSIDERATION IS ALL, IT
IS ALL PART OF THE OVERALL
ACQUISITION, INCLUDING THE
ACQUISITION OF THE LAND.
THE OPTION AND LEASE BACK.

CLEARLY THERE'S CONSIDERATION
HERE.

>> IF THERE'S ISSUES ABOUT THE
ENFORCEABILITY OF THE OPTION,
DOES THAT CAUSE THE WHOLE
CONTRACT TO BE AT ISSUE?

>> NOT AT ALL, YOUR HONOR.
NOT AT ALL.

I DON'T BELIEVE THERE ARE ANY
ISSUES ABOUT THE ENFORCEABILITY
OF THE OPTION BUT CLEARLY THAT
COULD BE SEVERED.

BUT I THINK IF YOU LOOK AT
JUDGMENT AND LOOK AT PAGE 34 I
BELIEVE THE JUDGE IS CLEAR ON
THAT POINT.

>> BUT HOW COULD YOU HAVE \$536
MILLION PURCHASE PRICE
ALLOCATED TO THE WHOLE 73,000
ACRES AND HAVE THIS SIGNIFICANT
VALUED ASSET WHICH IS THE
OPTION AND HOW NOTHING
ALLOCATED TO IT?

>> BECAUSE IT ALL WENT INTO
CONSIDERATION FOR WHAT YOU PAID
FOR THE LAND.

THAT'S A BUSINESS DECISION.
IT'S A BUSINESS DECISION FOR
WHAT THEY PAID.

WHAT THEY PAID WAS A BUSINESS
DECISION OF THE GOVERNING
BOARD.

IT'S NOT A LEGAL DECISION.

>> BECAUSE NOT FORM OVER
SUBSTANCE TYPE ALLOCATION.

>> NO?

>> ARE YOU BASICALLY SAYING YOU PAID MORE FOR THE LAND AT THAT THAN YOU WOULD HAVE PAID IF THERE WAS NO OPTION.

>> I AM SAYING IN TAKING INTO CONSIDERATION, TAKING INTO CONSIDERATION WHAT THEY PAID FOR THE LAND, THEY DID INCLUDE, THEY DID INCLUDE THE FACT THEY DID HAVE AN OPTION, YES.

>> WELL THE OTHER LINE OF QUESTIONING I HAVE FOR YOU IS THE ASSET SUBSTITUTION FOR COLLATERAL.

>> YES, SIR.

>> SO AS A MEANS TO LOWER THE INTEREST RATES ON THE FINANCING YOU HAVE THE ABILITY TO SUBSTITUTE ASSETS IN THERE FROM THE WATER MANAGEMENT DISTRICT, CORRECT.

>> YES, SIR.

>> IS IT POSSIBLE UNDER THAT SCENARIO TO SUBSTITUTE IN ASSETS WHICH HAVE BEEN APPROVED BY TAXPAYERS, PAID FROM AD VALOREM TAXES, APPROVED BY REFERENDUM, TO HAVE THOSE ASSETS SUBSTITUTED IN FOR THIS TRANSACTION IN WHICH THE TAXPAYERS WILL NOT VOTE ON? SUBJECT TO COLLATERAL ON THIS TRANSACTION?

>> THAT IS, THAT IS POSSIBLE BUT I DON'T THINK THE FACT PATTERN THAT YOU GAVE ME WOULD

CREATE A PROBLEM.

>> WHY NOT?

>> YOUR HONOR, I JUST WANT TO MAKE SURE I'M OKAY ON TIME BECAUSE I WANT TO MAKE SURE THAT MR. ^RUMBERGER, AND I'M RUNNING LATE HERE, I WANT TO MAKE SURE MR. ^RUMBERGER.

>> PLEASE ANSWER JUSTICE POLSTON'S QUESTION AND WE'LL DEAL WITH THAT.

>> OKAY. THE FACT THAT YOU WOULD SUBSTITUTE LANDS, THERE IS GREAT TESTIMONY FROM THE EXECUTIVE DIRECTOR AS TO THE PURPOSE OF THAT, STARTING ON PAGE 2223 OF THE JOINT APPENDIX.

AND THAT IS A VERY COMMON CONCEPT.

IF YOU'LL LOOK AT SECTION 6.4 OF THE MASTER LEASE AGREEMENT, THERE'S A PROVISION FOR THE SUBSTITUTION OF LANDS.

I WOULD SAY AS LONG AS YOU DID NOT PUT LAND IN, THAT HAD QUOTE, A NON-SUBSTITUTION CLAUSE IN IT, THAT YOU WOULD NOT RUN AFOUL OF ANY CONSTITUTIONAL ISSUES.

THE FACT THAT OTHER LAND HAD BEEN PAID FOR WITH AD VALOREM TAXES, IS A IRRELEVANT TO THE QUESTION OF WHETHER OR NOT YOU HAVE THE ABILITY TO WALK AWAY UNDER THE LEASE.

I DO NOT BELIEVE THAT IS A
CONCERN.

>> OKAY.

>> THANK YOU VERY MUCH.

>> THANK YOU VERY MUCH.

>> MR.^RUMBERGER.

>> I HAVE A LEG WORKING NOT
QUITE SO WELL.

MAY IT PLEASE THE COURT.

MY NAME IS THOM RUMBEGER AND I
REPRESENT AUDUBON.

AND MR.^DANIEL P. REID, AVOWED
ENVIRONMENTALIST, TAXPAYER AND
CITIZEN.

IN BRIEF AND GENERAL STATEMENT,
WE BELIEVE THIS LAND

ACQUISITION, PROVIDES THE BEST
AND LAST CHANCE FOR SIGNIFICANT
EVERGLADES RESTORATION.

THE ACQUISITION OF THE LAND
ITSELF HAS MERIT.

WITHOUT ANY THOUGHT ABOUT THE
CONSTRUCTION --.

THE VALUE OF THE LAND LIES IN
FIRST TAKING IT OUT OF
PRODUCTION AND THAT WOULD BE
INITIALLY 10,000 ACRES.

ANOTHER PART OF THAT LAND IS
30,000 ACRES, WHICH IS THE
REFERRED TO CITRUS LAND, WHICH
WILL BE AVAILABLE IMMEDIATELY
AND WHICH PROVIDES THE CLEANUP,
ALL THIS IS IN THE RECORD OF
COURSE, PROVIDE THE ABILITY TO
CLEAN UP WHAT'S CALLED THE
C-139 BASIN.

THE MOST POLLUTED, MOST DISGUSTING, THE WORST PART OF THE EVERGLADES.

THAT WILL NOT REQUIRE GREAT SUMS OF MONEY BY THE RECORD BUT WILL PROVIDE THE BASIS FOR THIS SIGNIFICANT CLEANUP.

IN ADDITION, THERE ARE 4,000 ACRES WHICH LIES SOUTH OF THE LAKE WHICH PROVIDE PUMP LAND, LAND TO PLACE PUMPS WHICH PREVENT THEN THE BACK PUMPING WHICH IS A DESPICABLE OPERATION ENGAGED -- YES, MA'AM.

>> THESE THINGS, THESE ITEMS THAT YOU'RE TALKING ABOUT, ARE THESE A PART OF THIS DISTRICT'S PLAN?

>> YES, MA'AM.

>> FOR THE USE OF THIS?

YOU SAY THIS IS A GREAT WAY TO DO IT BUT IS IT A PART OF THE DISTRICT'S PLAN?

>> YES, MA'AM.

IT IS PART OF THE PRELIMINARY PLAN.

IT IS BEING DISCUSSED BY THE VARIOUS STAKEHOLDERS IN A SERIES OF MEETINGS AND WAS TESTIFIED IN THE COURT BY VARIOUS OFFICIALS OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AS TO WHAT THE USE OF THIS LAND WILL BE.

IN ADDITION THERE ARE 8,000 ACRES, FOR EXAMPLE, THERE ARE

8,000 ACRES LYING TO THE
SOUTHEAST OF THE PROPERTY.
EXCUSE ME, PART OF THE
PROPERTY.

THAT 8,000 ACRES IS AVAILABLE
FOR TRADE.

JUSTICE LEWIS SPOKE ABOUT.

NOW WHAT THAT TRADE COULD BE,
FOR EXAMPLE, IS NOT GIVING THE
LAND TO SOMEBODY JUST TO GIVE
THE LAND AWAY.

THAT 8,000 ACRES FOR EXAMPLE,
COULD BE USED FOR WHAT'S, IS A
TRADE OR IS A PART OF,
PROVIDING THAT THE INLAND PORT,
WHICH HAS BEEN SUGGESTED, WILL
NOT GO INTO THE EVERGLADES AREA
THAT IS BLOCKING RESTORATION
BUT COULD BE MADE AVAILABLE,
FOR EXAMPLE AS AN ADDITION TO
THE INLAND PORT WHICH IS NOW
BEING PROPOSED.

THERE ARE OTHER VARIOUS PARTS
SCATTERED AROUND.

ALL OF WHICH HAVE BEEN
CAREFULLY SELECTED.

NOT, JUST DISCUSSED BUT
CAREFULLY SELECTED FOR USE IN
THE EVERGLADES RESTORATION.

WE WOULD ALSO SUGGEST THAT THE
PUBLIC PURPOSE IS VERY CLEAR
AND IS OUTLINED BY THE
LEGISLATURE IN CHAPTER 373.016
I BELIEVE IT IS.

COMBINED WITH 373.139.

RESTORATION IN AND OF ITSELF IS

AN OBJECT WHICH SUITABLE FOR
AND DESIGNATED FOR PUBLIC
PURPOSE.

>> BOTTOM LINE --

>> YES, MA'AM.

>> ON BEHALF OF THE
ENVIRONMENTALISTS VEHEMENTLY
CONTEST THAT THERE'S A
SWEETHEART DEAL FOR U.S. SUGAR?

>> WHO CONTESTS THAT, MA'AM?

>> YOU CONTEST THAT IS WHAT HAS
HAPPENED?

IN OTHER WORDS SAY THIS IS A
ENVIRONMENTALLY POSITIVE
ACTION?

>> ABSOLUTELY.

TO MY KNOWLEDGE, EVERY
ENVIRONMENTAL GROUP SUPPORTS
THE ACQUISITION OF THIS.

I AM NOT FAMILIAR WITH AND HAVE
SOME FAMILIARITY WITH ALL OF
THEM, AND I'M NOT FAMILIAR WITH
ANY WHICH WHICH OPPOSE.

WE ARE VERY, VERY SUPPORTIVE OF
THE ACQUISITION.

WE BELIEVE THAT IT IS AN
ESSENTIAL PART OF EVERGLADES
RESTORATION AND WE BELIEVE THAT
IT SHOULD BE APPROVED BY THIS
COURT.

NOW --, YES, MA'AM.

>> WITH THAT, YOU HAVE USED ALL
THE TIME THAT HAS BEEN ALLOTTED
TO YOU, MR. ^RUMBERGER.

>> YES.

>> WE APPRECIATE YOUR APPEARING

BEFORE THE COURT TO GIVE US
YOUR VIEWS.

>> WE APPRECIATE THE
OPPORTUNITY, JUSTICE.

AND WE HOPE THAT WE CAN, LIKE
NERO WHO FIDDELED WHILE ROME
BURNED WE CAN MOVE THIS
DIRECTLY TO A PART WHERE THE
TALK CEASES AND RESTORATION
COMMENCES.

THANK YOU VERY MUCH.

>> ALL RIGHT. THANK YOU.

MR.^KLOCK?

>> MADAM CHIEF JUSTICE, MAY IT
PLEASE THE COURT, JOE KLOCK ON
BEHALF OF NEW HOPE. IF I MIGHT
RETURN TO THE QUESTION YOU
ASKED FOUR TIMES GETTING AN
ANSWER, DID THE PETITION CHANGE WHEN
THE SCOPE CHANGED. IT DID
NOT.

MY UNDERSTANDING THE
RECOLLECTION, NEW CONTRACT
REDUCED IT DOWN TO 73,000
ACRES.

THERE WAS NO CHANGE IN SCOPE
WHICH IS SIGNIFICANT. WHEN THE
CASE WAS FIRST PUT ON, IT WAS
EXPLAINED, HOW ESSENTIAL ALL
183,000 ACRES, THERE WERE MAPS
AND CHARTS THAT KIND OF THING
WHICH OF COURSE THEN,
COMPLETELY REBUTTED THEY
DROPPED NUMBER DOWN TO 73,000.
33,000 OF WHICH IS CITRUS LAND
WHICH ONLY GROWS GREEN

ORANGES WHICH
YOU CAN'T SELL ANYWHERE
APPARENTLY.

THE POINT WITH RESPECT TO ALL
OF THIS, IS THAT THE PUBLIC
PURPOSE ARE VERY, VERY
IMPORTANT PART OF THIS CASE.
AND, APPARENTLY FROM LISTENING
TO THE ARGUMENTS BOTH OF
MR. RUMBERGER AND MR. HANNA,
SORT OF A CARNAC APPROACH TO
THINGS.

WHATEVER HAPPENS TO BE IN MIND
OF DISTRICT WHICH THEY DON'T
DISCLOSE WILL BE BASIS OF A
PROJECT.

THAT IS NOT THE CASE.

THERE ARE NO CASES WHERE A
PROJECT IS SIMPLY PART OF AN
ACQUISITION WHERE THERE IS NO
PLAN.

THEY DON'T HAVE A PLAN.

THEIR PLAN SO BUY THE LAND
FIGURE OUT WHAT THEY'RE GOING
TO DO IT.

>> YOU'RE HERE REPRESENTING A
COMPETITOR SUGAR COMPANY.
WHAT WE'RE LOOKING AT THIS
PURCHASE BY SOUTH FLORIDA WATER
MANAGEMENT DISTRICT IS, PUBLIC
PURPOSE AS FAR AS SERVING
PURPOSE OF THE ENVIRONMENT,
AND, RECLAIMING AND RESTORING
THE EVERGLADES.

YOU AGREE THAT WOULD BE IF IT
DOES THIS, IF IT CONTRIBUTES TO

DO IT, ISN'T THAT A PUBLIC
PURPOSE?

>> NO, MA'AM.

IS IT A PUBLIC PURPOSE
GENERALLY?

YES, SURE.

BUT IS IT PUBLIC PURPOSE UNDER
STATUTE AND CASE LAW?

NO.

MR. ^LEHTINEN REPRESENTS PEOPLE
WHO LIVE IN THE EVERGLADES.

IF I'M TARRD BY THE FACT THAT
MY CLIENT IS COMPETITOR I WOULD
SUGGEST THAT HE IS NOT SO
TARRD AND HIS FOLKS ARE LIVING
THERE A NUMBER OF YEARS.

>> MY CONCERN WAS THEY WOULDN'T
BE ABLE TO DO OTHER PROJECTS THAT
WERE IN THE WORKS?

THERE IS MUCH MORE COMPLEX --

>> THAT DOES IMPACT OF COURSE,
JUDGE.

FACT OF THE MATTER IS YOU HAVE
A SITUATION WHERE WE'RE PAYING
TAXESING SPECIAL TAXES AS
LANDOWNERS IN THERE AND THOSE
MONIES NOW ARE BEING REDIVERTED
TO THIS PURPOSE AND NOT
AVAILABLE FOR OTHER PURPOSES,
INCLUDING HAVING BASICALLY
BALLOONED \$283 MILLION FOR
RESERVOIR THEY CLAIM IS
CANCELED WHICH IS MONEY GOING
TO HAVE BE TO RESPENT.

>> ISN'T THAT THE FOCUS OF
TESTIMONY THAT THE JUDGE HEARD?

THAT THE PROJECT CHANGED WHEN
IT WENT FROM 187,000 TO 73,000?
THE JUDGE WAS AWARE OF THAT,
WAS HE NOT?

>> SCOPE OF BENEFITS, JUDGE,
ATTACHED TO THE INITIAL
PETITION NEVER CHANGED.
NOTHING THAT MR.^RUMBERGER,
NOTHING THAT MR.^RUMBERGER SAID
CONTAINED IN THE SUMMARY OF
BENEFITS.

VERY LITTLE OF WHAT MR.^HANNA
SAID WAS CONTAINED IN THE
SUMMARY OF BENEFITS.

WHAT THE COURT HAS TO KEEP IN
MIND --

>> WHAT WE HAVE TO LOOK AT,
SUMMARY OF BENEFITS IS ALL WELL
AND GOOD BUT DON'T WE HAVE TO
LOOK AT THE ENTIRE PRESENTATION
THAT MADE?

THE TRIAL JUDGE WAS GIVEN
INFORMATION WHAT WAS PRESENTED
TO THE DISTRICT WHEN THEY
DECIDED TO GO WITH THIS KIND OF
PROJECT IN THE FIRST PLACE.

AND SO WE AREN'T REALLY
LIMITED TO WHAT'S INDICATED IN THAT
FEW PAGES THAT SAYS, THE
SUMMARY OF BENEFITS.

>> WELL RESPECTFULLY, JUDGE, THE
CIRCUIT JUDGE SORT OF LIKE THE
ANCIENT JAPANESE PRINCESSES HAD
THEIR FEET BOUND SO THEY
COULDN'T GROW AND HAD TO BE
CARRIED AROUND FOR REST OF

THEIR LIVES, TRIAL JUDGE WAS
VERY LIMITED IN WHAT HE WAS
ALLOWED TO AT.

HE MADE THAT CLEAR.

JUDGE HAFELE WAS DISCIPLINED
IN THE APPROACH HE WAS DOING.

HE MADE IT VERY WHAT HE WASN'T
ABLE TO CONSIDER.

WHAT YOU NEED TO CONSIDER IS
THE FACT THAT THIS IS BOND
ISSUE HAS BEEN APPROVED NOT BY
THE VOTERS, NOT BY ANYONE WHO
IS RECEIVED ONE VOTE FROM AN
ELECTOR OR VOTER IN THE STATE
OF FLORIDA.

THE ONLY PEOPLE THAT HAVE ANY
RESPONSIVENESS TO THE PEOPLE OF
STATE OF FLORIDA THAT ARE
REVIEWING THIS IS THIS COURT,
AND JUDGE HAFELE BEFORE
YOU AND HE FELT HE WAS LIMITED.

>> ARE YOU SUGGESTING THERE IS
DIFFERENT STANDARD THAN WATER
MANAGEMENT THAN IT WAS A
MUNICIPALITY?

>> ABSOLUTELY.

>> HAVE WE EVER ARTICULATED
THAT?

>> IF YOU LOOK THROUGH THE
CASES THEY'RE DISCUSSING
LEGISLATIVE BODIES.

>> I'M ASKING HAVE WE EVER HELD
BOND VALIDATION INQUIRY FOR
SOUTH FLORIDA WATER MANAGEMENT
DISTRICT IS DIFFERENT FROM ANY
OTHER PUBLIC ENTITY?

>> ISSUE HAS NEVER BEEN
PRESENTED TO YOU THAT SQUARELY.
BUT I THINK ONE OF THE POINTS
YOU HAVE TO KEEP IN MIND HERE,
THEY KEEP HARPING IN ALL OF
THEIR PAPERS ABOUT THE FACT
THERE ARE COLLATERAL ISSUES
OKAY?

A COLLATERAL ISSUE, I THINK IN
THE PLAIN USE OF THE ENGLISH
LANGUAGE WHEN YOU WANT TO
QUESTION WHETHER OR NOT \$10
MILLION IS ENOUGH FOR SOMETHING
OR \$10.5.

BUT WHEN THE ENTIRE FINANCIAL
UNDERPINNING OF A TRANSACTION
IS UNDER QUESTION, THE CIRCUIT
JUDGE HAS TO BE ABLE TO LOOK AT
IT AND HE WAS NOT ABLE TO LOOK
AT IT.

HE WASN'T ALLOWED TO LOOK AT IT
BECAUSE OF HIS UNDERSTANDING
WHAT RULINGS OF THIS COURT
WERE.

WHAT IS HAPPENING HERE AND
COURT HAS TO BE VERY CONSCIOUS
OF IT IS, THE ATTEMPT TO EXPAND
THE DOCTRINE OF STRAND.

THAT IS VERY STRAND.

THAT IS VERY IMPORTANT THING
FOR COURT TO CONSIDER.

STRAND WAS DECIDED ON STARE
DECISIS.

ZONING CASE WOULD BE
EXCEPTIONAL USE OR UNUSUAL USE.
THE COURT SAID WE HAVE A LONG

HISTORY OF FOLLOWING THIS
PARTICULAR RULE.

IT IS NOT GOOD TO BE CHANGING
RULES.

THAT'S FINE.

WHY WAS THAT?

BECAUSE THE SCHOOL DISTRICTS
ALL HAD A STROKE AT THE THOUGHT
THAT THEY WOULD HAVE TO GET
BOND VALIDATION VOTED BY VOTERS
EVERY TIME THEY WANTED TO BUILD
A SCHOOL.

WELL IT'S ONE THING TO HAVE A
PLOT OF LAND THAT YOU BUY,
BUILD A BUILDING ON IT AND IF
THEY THEN NON-APPROPRIATE AS
THEY REFER TO BREACHING THE
LEASE AGREEMENT, THEN THE
BONDHOLDERS CAN COME IN
PRESUMABLY SELL THE LAND AND
BUILDING AND BE MADE WHOLE.
NOT CASE HERE.

WE'RE NOT TALKING ABOUT A
SCHOOL BUILDING AND QUARTER
ACRE OR FIVE-ACRE PARCEL OF
LAND.

WE'RE TALKING ABOUT TAKING A
\$560 MILLION OR WHATEVER THE
NUMBER IS, 536 MILLION, BUYING
LAND THAT CAN'T REALLY BE USED
FOR ANYTHING ELSE THAT MAY
ALREADY BE ENCUMBERED BY OTHER
USES AND THAT BECOMES THE
SECURITY.

THE SOUTH FLORIDA WATER MANAGE
AMENDMENT DISTRICT CARRIES THIS

OBLIGATION ON THEIR BOOKS AS
LONG-TERM DEBT AND YET THEY
COME IN SAY, OH, IT IS JUST A
LEASE.

YOU'RE BEING ASKED TO TAKE THE
WHOLE CONCEPT OF COPS, THE
COPS, THE WHOLE CONCEPT WHICH
REALLY IS A STRAND ISSUE AND TO
EXPAND IT BEYOND WHERE IT
WANTED TO BE.

I'LL REPEAT SOMETHING BOTH THE
CHIEF JUSTICE AND JUSTICE LEWIS
SAID IN THEIR DISSENTING
OPINION IN STRAND WHICH I THINK
IS VERY, VERY MATERIAL.

>> DIDN'T CARRY THE DAY?

>> PARDON ME?

>> DIDN'T CARRY THE DAY BUT --

>> THERE IS ALWAYS A CHANCE FOR
ANOTHER TOMORROW, CHIEF
JUSTICE.

WE'RE FEELING GOOD ABOUT THAT.
ONLY BE OFFENDING JUSTICE
PARIENTE AT THIS POINT IN TIME.
JUSTICE LEWIS SAID IN THE DISSENT
YOU JOINED IN, LIKE THE HAPLESS
PROTAGONIST IN GROUNDHOG DAY,
THIS COURT WILL BE FORCED TO
CONTINUOUSLY RELIVE THE
CONTROVERSY UNTIL WE GET RIGHT
BECAUSE THE CONSTITUTIONAL
PROVISION AT ISSUE SIMPLY DOES
NOT SUPPORT GLOSSED PLACED UPON
IT BY MIAMI BEACH WHICH
MAJORITY ERRONEOUSLY EXPAND TO
THE ROAD CONSTRUCTION CONTEXT

AND RELATED DECISIONS.

>> WHAT WE'RE TALKING ABOUT IN THAT CASE, WHETHER OR NOT THE INTERPRETATION AND IN MIAMI BEACH WHICH SAID, PLEDGING THE AD VALOREM TAXES IS DIFFERENT FROM USING THE AD VALOREM TAXES WHICH IS BASICALLY THE LANGUAGE THAT WAS ACTUALLY IN THE CONSTITUTIONAL PROVISION.

SO I THINK WE'RE REALLY MAKE -- TALKING ABOUT A DIFFERENT ISSUE HERE, AREN'T WE?

>> I DON'T LIKE TO CONTEST THE POINT BEING RAISED BY THE CHIEF JUSTICE BUT MY UNDERSTANDING OF READING STRAND WAS YOU ALL VOTED 6-0 OR 7-0 TO TOSS THAT, OKAY?

AND THEN WHEN THERE WAS AN UPROAR THAT CAME FROM THE SCHOOL BOARDS, THE CASE WAS REARGUED BY COURT AND FLIPPED THEN INTO A 4-3 DECISION OR 6-2 DECISION ON THE SAME POINT.

THE FACT OF THE MATTER IS, DON'T MAKE A MISTAKE ABOUT THIS.

THEY ARE ASKING YOU TO GIVE TO PEOPLE WHO ARE NOT ELECTED BY THE PEOPLE, WHO ARE BASICALLY PUT THERE BY THE GOVERNOR, SORT OF A SEVEN-FINGERED HAND OF THE GOVERNOR TO APPROVE \$536 MILLION WORTH OF THE TAXPAYERS FUND WITHOUT THEIR APPROVAL.

>> AND MR. ^KLOCK, YOU'RE GOING TO HAVE TO BRING YOUR ARGUMENT A CLOSE HERE.

YOU HAVE USED MORE THAN YOUR TIME.

IF YOU COULD JUST SUM UP FOR US.

>> LET'S GET DOWN TO THE BASICS.

THERE IS GOING TO BE ABOUT SIX OR \$7 MILLION WORTH OF RENT. THERE WILL BE \$40 MILLION WORTH OF DEBT SERVICE.

YOU FIGURE, OKAY?

THE FACT WHAT SHOULD HAPPEN HERE AT VERY LEAST, THE JUDGE HALFELE SHOULD HAVE HIS HANDS UNTIED AND BE ALLOWED TO LOOK WHETHER ISSUES ARE COLLATERAL AND INTRINSIC AND SIGNIFICANT.

THANK YOU FOR YOUR PATIENCE AND YOU TIME.

>> THANK YOU FOR YOUR ARGUMENTS HERE TODAY.

THE COURT WILL TAKE MORNING RECESS FOR 10 MINUTES.

>> PLEASE RISE.