

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 50-2008-CA-031975XXXXMB

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, a water management district organized
and existing under the laws of the state of Florida,

Plaintiff,

v.

THE STATE OF FLORIDA, et al.,

Defendants,

ANSWER OF DEFENDANT MICCOSUKEE TRIBE OF INDIANS OF FLORIDA

(January 12, 2009)

Defendant, Miccosukee Tribe of Indians of Florida, (the "Tribe"), an owner of property and a holder of land, that is taxable outside its federally designated lands, within the jurisdiction of the South Florida Water Management District, and being otherwise affected by the issuance of the Certificates of Participation contemplated in this proceeding, files this Answer pursuant to §75.01, *et al.*, Fla. Stat., as follows:

1. Admitted.

2. Admitted that Plaintiff is a water management district, which is organized, exists and

operates pursuant to the laws of the state of Florida. However, Plaintiff's operations and conducts are also subject to other legal restrictions and provisions.

3. Admitted.

4. Admitted.

5. Admitted that the South Florida Water Management District adopted Resolution 2008-1027 (the "Governing Board Resolution"), which speaks for itself. Admitted that the Governing Board Resolution purports to be attached to the Complaint. Defendant has insufficient knowledge concerning the remaining allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

6. Denied that the South Florida Water Management District Leasing Company was created on November 9, 2005, in accordance with Chapter 617, Florida Statutes. Defendant has insufficient knowledge concerning the remaining allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

7. Defendant has insufficient knowledge concerning the allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

8. The "Master Lease Purchase Agreement" speaks for itself. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

9. The "Ground Leases" speak for themselves. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

10. The "Master Lease Purchase Agreement" and "Schedules" speak for themselves. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

11. The "Lease" speaks for itself. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

12. The "Master Lease Purchase Agreement" speaks for itself. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

13. The "Master Lease Purchase Agreement" speaks for itself. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

14. Defendant has insufficient knowledge concerning the allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

15. The "Master Trust Agreement" speaks for itself. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

16. The "Assignment Agreements" speak for themselves. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

17. The "Master Trust Agreement" speaks for itself. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

18. The "Master Trust Agreement" speaks for itself. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof, except that Defendant admits that the District Governing Board has purported to authorize the District to enter into one or more hedge or swap agreements and other high risk instruments in connection with the COPs.

19. The "Master Trust Agreement" speaks for itself. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

20. Defendant has insufficient knowledge concerning the allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

21. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

22. Denied.

23. The "Master Lease Purchase Agreement" speaks for itself. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

24. Admitted.

25. Section 373.139, Florida Statutes, and the Board's Plan Resolution speak for themselves. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

26. Denied that Sections 373.016(3), 373.0831 and 373.086(1), Florida Statutes are known as the "River of Grass Everglades Acquisition Project." Further denied that there is an initial "Project," other than the acquisition of real property currently owned by United States Sugar Corporation. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

27. Paragraph 27, as revised and amended in the Supplement to Complaint for Validation is responded to as follows: Section 373.584, Florida Statutes, and Resolution 2008-1027 speak for

themselves. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

28. Sections 373.086 and 373.139, Florida Statutes speak for themselves. Defendant denies that the acquisition of contemplated by Plaintiff constitutes a public purpose for which public funds may be expended in the manner requested by Plaintiff. Defendant has insufficient knowledge concerning the other allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

29. Defendant has insufficient knowledge concerning the allegations in this paragraph, and therefore denies the same and demands strict proof thereof.

30. Denied.

31. Denied.

32. Unclear what Initial Project will be constructed, equipped or installed, given that Plaintiff proposes to acquire real property. The other allegations in this paragraph are denied.

33. Denied.

34. All allegations not expressly admitted are hereby denied.

Respectfully submitted,

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By: 
DEXTER LEHTINEN

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of January, 2009, I served a true and correct copy of the foregoing document via first class mail and facsimile on the following counsel of record.


DEXTER LEHTINEN

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