

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4

FILED

Nov 21, 2024

1:44 pm

U.S. EPA REGION 4  
HEARING CLERK

In the Matter of:

**AGRESERVES, INC., D/B/A DESERET  
CATTLE & TIMBER, and DESERET  
RANCHES OF NORTH FLORIDA, LLC,**

Cattle Management Unit 9  
Bay County, Florida,

Respondents.

Docket No. CWA-04-2024-1214(b)

**CONSENT AGREEMENT**

**I. NATURE OF ACTION**

1. This is an administrative penalty assessment proceeding brought under Section 309(g)(2)(B) of the Clean Water Act, 33 U.S.C. § 1319(g)(2)(B), (CWA or the Act) and Sections 22.13(b) and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

**II. PARTIES**

4. Complainant is the Director of the Enforcement and Compliance Assurance Division of the United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 309(g)(2)(B) of the CWA.
5. Respondent AgReserves, Inc., d/b/a Deseret Cattle & Timber, is a corporation duly organized and existing under the laws of the State of Utah doing business in the State of Florida. Respondent Deseret Ranches of North Florida, LLC, is a limited liability company formed under the laws of the State of Delaware doing business in the State of Florida. AgReserves, Inc., d/b/a Deseret Cattle and Timber, and Deseret Ranches of North Florida, LLC, are collectively the "Respondents." This proceeding pertains to Respondents' site, Cattle Management Unit 9 (CMU 9), located east of Callaway, north of East Bay, west of Sandy Creek, and south of State Route 22, in Bay County, Florida.

### III. GOVERNING LAW

6. To accomplish the objective of the CWA, defined in Section 101(a) of the CWA, 33 U.S.C. § 1251(a), to restore and maintain the chemical, physical and biological integrity of the nation's waters, Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of pollutants by any person into waters of the United States except as in compliance with Section 404 of the CWA, 33 U.S.C. § 1344. Section 404 of the CWA authorizes the Secretary of the Army, acting through the Chief of Engineers, U.S. Army Corps of Engineers (COE), to issue permits for the discharge of dredged or fill material into navigable waters.
7. Section 502(12) of the CWA, 33 U.S.C. § 1362(12), defines a "discharge of pollutants" as "[a]ny addition of any pollutant to navigable waters from any point source."
8. Section 502(14) of the CWA, 33 U.S.C. § 1362(14), defines "point source" as "[a]ny discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit [or] discrete fissure . . . from which pollutants are or may be discharged."
9. Section 502(7) of the CWA, 33 U.S.C. § 1362(7), defines "navigable waters" as "[t]he waters of the United States, including the territorial seas."
10. Federal regulations under 40 C.F.R. § 232.2 (1988) define the term "waters of the United States" to include certain adjacent "wetlands."
11. Federal regulations under 40 C.F.R. § 232.2 (1988) and 33 C.F.R. § 328.3(b) (1986) define "wetlands" as "[t]hose areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions."
12. Pursuant to Section 309(g)(1) of the CWA, 33 U.S.C. § 1319(g)(1), and 40 C.F.R. § 22.38(b), the Complainant represents that the State of Florida was provided a prior opportunity to consult with the Complainant regarding this matter.
13. Pursuant to Section 309(g)(4)(A) of the CWA, 33 U.S.C. § 1319(g)(4)(A), and 40 C.F.R. § 22.45, Complainant will provide public notice of and reasonable opportunity to comment on the proposed issuance of this CAFO prior to issuance of the Final Order.

### IV. EPA'S FINDINGS OF FACTS

Respondent admits the jurisdictional allegations contained in this CAFO. The EPA asserts, and Respondents neither admit nor deny, that the following facts are true and substantiated:

14. Respondent impacted approximately 809.03 acres of waters of the United States located within CMU 9, centrally located at or near latitude 30.1045° north and longitude 85.4456° west, and generally located east of Callaway, north of East Bay, west of Sandy Creek, and south of State Route 22, in Bay County, Florida ("Discharge Area"), through the discharge of dredged and/or fill material from unauthorized activities associated with the development of pine tree silviculture areas into cattle pastures and the construction of stock ponds. The Discharge Area is indicated on the enclosed Exhibit A.

15. The term “Site” means the parcel or parcels of land on which the Discharge Area is located and is indicated on the enclosed Exhibit B. At all times relevant to this AOC, Respondents were the owners and/or operators of the Site.
16. Commencing on or about 2015, to approximately February 2021, Respondents, and/or those acting on behalf of the Respondents, harvested plantation pine from the Site and developed cattle pastures and constructed stock ponds, which are currently used and will continue to be used for ranching. The Respondents’ activities within the Discharge Area generally included removing stumps; roller chopping stumps and woody debris on the soil surface; using an agriculture and silviculture disk to prepare the soil surface for planting pasture grasses; planting of pasture grasses, including rolling; digging a number of ditches using v-blade ditching equipment pulled behind a tractor; and constructing stock ponds and side casting the excavated material. These activities resulted in the discharge of dredged and/or fill material into wetlands on the Site and within the Discharge Area without a permit under Section 404 of the CWA, 33 U.S.C. § 1344.
17. Respondents’ unauthorized activities in the Discharge Area impacted approximately 809.03 acres of wetlands that have a continuous surface connection to Sandy Creek and/or East Bay, which are traditional navigable waters.
18. On November 13 – 14, 2019, the Corps and the EPA conducted a joint Site inspection with the assistance of Respondents of a portion of the Site to review whether Respondents’ unauthorized activities occurred in waters of the United States.
19. On April 6 – 8, 2021, the Corps and the EPA conducted a second joint Site inspection with the assistance of Respondents of a portion of the Site to further review whether Respondents’ unauthorized activities occurred in waters of the United States.
20. On November 14 – 16, 2022, the Corps and the EPA conducted a third joint Site inspection with the assistance of Respondents and collected vegetative cover data.
21. On December 20, 2019, January 20, 2021, and May 4, 2021, the EPA sent Information Request Letters (“Information Requests”), pursuant to Section 308 of the CWA, 33 U.S.C. § 1318, to Respondents requesting information related to Respondents’ discharge of dredged/fill material at the Site to assess compliance with the CWA, and the regulations promulgated thereunder at 40 C.F.R. § 232. Respondents responded to the Information Requests on March 10, 2020; June 8, 2020; February 26, 2021; March 15, 2021; March 22, 2021; March 31, 2021; April 12, 2021; and May 24, 2021.
22. During September 2021, April 2022, and September 2022, EPA sent Respondents Notices of Violation of the Clean Water Act.
23. Respondents have agreed to an Administrative Order on Consent (“AOC”) to resolve EPA’s claims for injunctive relief. Under the AOC, Respondents shall restore and protect certain wetlands which are identified in the AOC.

## **V. EPA’S ALLEGED VIOLATIONS**

24. At all times relevant to this action, Respondents are “persons” within the meaning of Section 502(5) of the CWA, 33 U.S.C. § 1362(5).

25. At all times relevant to this action, the Respondents owned and/or operated the Site.
26. The discharged dredged and/or fill material, including earthen material deposited at the Discharge Area, are “pollutants” as defined under the CWA § 502(6), 33 U.S.C. § 1362(6).
27. The earth moving equipment employed by the Respondents to deposit the dredged and/or fill material at the Discharge Area are “point sources” as defined under the CWA § 502(14), 33 U.S.C. § 1362(14).
28. Respondents’ placement of the dredged and/or fill material at the Discharge Area constitutes a “discharge of pollutants” as defined under the CWA § 502(12), 33 U.S.C. § 1362(12).
29. At no time during the discharge of dredged and/or fill material at the Discharge Area from approximately 2015, to approximately February 2021, did the Respondents possess a permit under Section 404 of the CWA, 33 U.S.C. § 1344, authorizing the activities performed by Respondents.
30. Each discharge by the Respondents of pollutants into navigable waters without the required permit issued under Section 404 of the CWA, 33 U.S.C. § 1344, is a violation of Section 301(a) of the CWA, 33 U.S.C. § 1311(a).
31. To date, the unauthorized dredged and/or fill material remains in waters of the United States. Each day the material discharged by the Respondents remains in waters of the United States without the required permit under Section 404 of the CWA, 33 U.S.C. § 1344, constitutes a day of violation of Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

## **VI. STIPULATIONS**

32. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).
33. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondents:
  - (a) admit that EPA has jurisdiction over the subject matter alleged in this CAFO;
  - (b) neither admit nor deny the factual allegations set forth in Section IV (EPA’s Findings of Facts) of this CAFO;
  - (c) consent to the assessment of a civil penalty as stated below with the understanding that Respondents are jointly and severally liable for payment of the full civil penalty amount;
  - (d) consent to the conditions specified in this CAFO;
  - (e) waive any right to contest the allegations set forth in Section V (EPA’s Alleged Violations) of this CAFO; and
  - (f) waive their rights to appeal the Final Order accompanying this CAFO.
34. For the purpose of this proceeding, Respondents:

- (a) agree that this CAFO states a claim upon which relief may be granted against Respondents;
  - (b) acknowledge that this CAFO constitutes an enforcement action for purposes of considering Respondents' compliance history in any subsequent enforcement actions;
  - (c) waive any rights they may possess at law or in equity to challenge the authority of EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
  - (d) waive any right they may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO; and
  - (e) agree to comply with the terms of this CAFO.
35. In accordance with 40 C.F.R. § 22.5, the individuals named in the certificate of service are authorized to receive service related to this proceeding and the parties agree to receive service by electronic means.
36. The parties acknowledge and agree that this CAFO is subject to the requirements of 40 C.F.R. § 22.45(c)(4), which provides a right to petition to set aside a proposed CAFO if EPA does not consider material evidence.

## VII. TERMS OF PAYMENT

37. Respondents consent to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **SEVENTY THOUSAND FIVE HUNDRED DOLLARS (\$70,500)** which is to be paid within thirty (30) calendar days of the Effective Date of this CAFO.
38. Payment shall be made in a single payment by cashier's check, certified check, by electronic funds transfer (EFT), by Automated Clearing House (ACH) (also known as REX or remittance express), or on-line with a debit or credit card. If the due date for the payment falls on a weekend or federal holiday, then the due date is the next business day. The date the payment is made is considered to be the date processed, as described below. Payment must be received by 11:00 a.m. Eastern Standard Time to be considered as received that day.

If paying by check, the check shall be payable to: Treasurer, United States of America, and the Facility name and docket number for this matter shall be referenced on the face of the check. If Respondents send payment by standard U.S. Postal Service delivery, the payment shall be addressed to:

U.S. Environmental Protection Agency  
P.O. Box 979078  
St. Louis, MO 63197-9000

If Respondents send payment by non-standard mail delivery (e.g. FedEx, DHL, UPS, USPS certified, registered, etc.), the payment shall be sent to:

U.S. Environmental Protection Agency  
Government Lockbox 979078  
3180 Rider Trail S.  
Earth City, MO 63045

If paying by EFT, Respondents shall transfer the payment to:

Federal Reserve Bank of New York  
ABA: 021030004  
Account Number: 68010727  
SWIFT address: FRNYUS33  
33 Liberty Street  
New York, NY 10045  
Beneficiary: Environmental Protection Agency

If paying by ACH, Respondents shall remit payment to:

US Treasury REX / Cashlink ACH Receiver  
ABA: 051036706  
Account Number: 310006, Environmental Protection Agency  
CTX Format Transaction Code 22 – checking

Physical location of US Treasury facility:  
5700 Rivertech Court  
Riverdale, MD 20737  
REX (Remittance Express): 1-866-234-5681

If remitted on-line with a debit or credit card: No user name, password, or account number is necessary for this option. On-line payment can be accessed via [www.pay.gov](http://www.pay.gov), entering 1.1 in the form search box on the left side of the screen, opening the form, and following the directions on the screen.

39. Respondents shall send proof of payment within 24 hours of payment of the civil penalty, to:

Regional Hearing Clerk  
[r4\\_regional\\_hearing\\_clerk@epa.gov](mailto:r4_regional_hearing_clerk@epa.gov)

and

Mary Jo Bragan, Chief, Water Enforcement Branch, EPA Region 4  
[bragan.maryjo@epa.gov](mailto:bragan.maryjo@epa.gov)

40. “Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the Facility name and “Docket No. CWA-04-2024-1214(b).”

41. Pursuant to 33 U.S.C. § 1319(g)(9), If Respondents fail to timely pay any portion of the penalty assessed under this CAFO, EPA may recover, in addition to the amount of the unpaid penalty assessed, the following amounts on any portion overdue:
- (a) Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within 30 days of the Effective Date of this CAFO, Interest is waived. However, if the civil penalty is not paid in full within 30 days, Interest will continue to accrue on any unpaid portion until the unpaid portion of the civil penalty and accrued Interest are paid. Interest will be assessed currently prevailing rates.
  - (b) Non-Payment Penalty. A 20 percent quarterly nonpayment penalty pursuant to 33 U.S.C. § 1319(g)(9); and
  - (c) Attorneys' Fees and Costs of Collection. The United States' attorneys' fees and costs of collection.
42. In addition to what is stated in the prior Paragraph, if Respondents fail to timely pay any portion of the penalty assessed under this CAFO, EPA may:
- (a) refer the debt to a credit reporting agency or a collection agency, 40 C.F.R. §§ 13.13 and 13.14;
  - (b) collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H;
  - (c) suspend or revoke Respondents' licenses or other privileges, or suspend or disqualify Respondents from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17; and/or
  - (d) request that the Attorney General bring a civil action in the appropriate district court to recover the amount assessed, in addition to the amounts described above, pursuant to 33 U.S.C. § 1319(g)(9). In any such judicial action, the validity, amount, and appropriateness of the penalty and of this CAFO shall not be subject to review.
43. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.
44. Effective upon signature of this CAFO by the Respondents, the Respondents agree that the time period commencing on the date of its signature and ending on the Effective Date shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by EPA related to the matters addressed in this CAFO and that, in any action brought by EPA related to the matters addressed, the Respondents will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period.
45. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send a completed Form 1098-F ("Fines, Penalties, and Other Amounts") to the Internal Revenue Service ("IRS")

annually with respect to any court order and settlement agreement (including administrative settlements), that requires a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (for example, a copy of Form 1098-F). In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondents herein agree, that:

- (a) Respondents shall complete a Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- (b) Respondents shall therein certify that its completed Form W-9 includes Respondents' correct Tax Identification Number ("TIN") or that Respondents have applied and are waiting for issuance of a TIN;
- (c) Respondents shall email their completed Form W-9 to EPA's Cincinnati Finance Center Region 4's contact, Jessica Henderson ([Henderson.Jessica@epa.gov](mailto:Henderson.Jessica@epa.gov)), on or before the date that Respondents' initial penalty payment is due, pursuant to Paragraph 37 of this CAFO, and EPA recommends encrypting Form W-9 email correspondence; and
- (d) In the event that Respondents have certified in their completed Form W-9 that they have applied for a TIN and that TIN has not been issued to Respondents by the date that its initial penalty payment is due, then Respondents, using the same email address identified in the preceding sub-paragraph, shall further:
  - i. notify EPA's Cincinnati Finance Center of this fact, via email, by the date that Respondents' initial penalty payment is due; and
  - ii. provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondents' issuance and receipt of the TIN.

Failure to comply with providing Form W-9 or TIN may subject Respondents to a penalty. See 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1.

## **VIII. EFFECT OF CAFO**

46. In accordance with 40 C.F.R. § 22.18(c), Respondents' full compliance with this CAFO shall only resolve Respondents' liability for federal civil penalties for the violations and facts specifically alleged above.
47. Full payment of the civil penalty, as provided in Section VII (Terms of Payment) shall satisfy the requirements of this CAFO; but, shall not in any case affect the right of EPA or the United States



to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. 40 C.F.R. § 22.18(c).

48. Nothing in this CAFO shall relieve Respondents of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.
49. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondents or any person in response to conditions that may present an imminent and substantial endangerment as provided under the Act.
50. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Administrator.
51. The provisions of this CAFO shall apply to and be binding upon Respondents and their successors and assigns. Respondents shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO.
52. The obligations of the Respondents under this CAFO are joint and several.
53. Any change in the legal status of the Respondents, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondents' obligations and responsibilities under this CAFO.
54. By signing this Consent Agreement, Respondents acknowledge that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
55. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondents each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
56. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
57. By signing this Consent Agreement, Respondents certify that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondents acknowledge that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
58. EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that EPA finds, after signing this CAFO, that any information provided by Respondents was

materially false or inaccurate at the time such information was provided to EPA, or if Respondents fail to implement the AOC. If such false or inaccurate material was provided, EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. EPA shall give Respondents notice of its intent to revoke, which shall not be effective until received by Respondents in writing.

59. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.
60. It is the intent of the parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
61. Respondents hereby covenant not to sue and agrees not to assert any claims or causes of action against the United States, including any department, agency or instrumentality of the United States, with respect to the matters addressed and resolved in this CAFO, including but not limited to, any claim that any of the matters or actions described in this CAFO have resulted in a taking of Respondents' property without compensation.

#### **IX. EFFECTIVE DATE**

62. This CAFO shall become effective after execution of the Final Order by the Regional Administrator, on the date of filing with the Hearing Clerk.

**[Remainder of Page Intentionally Left Blank.**

**Complainant and Respondents will Each Sign on Separate Pages.]**

The foregoing Consent Agreement In the Matter of AGRESERVES, INC., D/B/A DESERET CATTLE & TIMBER, and DESERET RANCHES OF NORTH FLORIDA, LLC, Docket No. CWA-04-2024-1214(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENTS:

Doug Ru  
Signature

7/11/2024  
Date 1 1

Printed Name: D=Ug RQ5e.

Title: f?tes;;iden± CE.O

Address: lcD £ .SCIP±-r\,eJn1pie 9,1j+e, lla1J 5LC, UT '3'-1llf

Brent J. Gorb  
Signature

7/11/2024  
Date

Printed Name: Bren-t- :f Go.rl ,ct,..

Title: Monagev-- De<;ere± Ranches Of NOt+h Florida, LLC--

Address: £-0 £ fbU±h TeYYlple 9li±e.- UdtJ <SLc, UT '34-ltl

The foregoing Consent Agreement In the Matter of **AGRESERVES, INC., D/B/A DESERET CATTLE & TIMBER, and DESERET RANCHES OF NORTH FLORIDA, LLC** , Docket No. **CWA-04-2024-1214(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

**KIMBERLY  
BINGHAM** Digitally signed by  
KIMBERLY BINGHAM  
Date: 2024.11.19 13:21:45  
-05'00'

for Keriema S. Newman  
Director  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency, Region 4

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4**

In the Matter of:

**AGRESERVES, INC., D/B/A DESERET  
CATTLE & TIMBER, and DESERET  
RANCHES OF NORTH FLORIDA, LLC ,**

Cattle Management Unit 9  
Bay County, Florida,

Respondents.

Docket No. **CWA-04-2024-1214(b)**

**FINAL ORDER**

The Regional Administrator is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondents. 40 C.F.R. §22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified and incorporated by reference into this Final Order in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22.

The Respondents are hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

**BEING AGREED, IT IS SO ORDERED.**

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Jeaneanne M. Gettle  
Acting Regional Administrator

## CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the Matter of **AGRESERVES, INC., D/B/A DESERET CATTLE & TIMBER, and DESERET RANCHES OF NORTH FLORIDA, LLC** , Docket No. **CWA-04-2024-1214(b)**, were filed and copies of the same were emailed to the parties as indicated below.

**Via email to all parties at the following email addresses:**

To Respondents: Matthew Z. Leopold  
Hunton Andrews Kurth LLP  
MLeopold@hunton.com  
2200 Pennsylvania Avenue, NW  
Washington, DC 20037  
Phone number 404-419-2041

To EPA: Christopher Parker, Enforcement Officer  
parker.christopher@epa.gov  
Phone number 404-562-9838

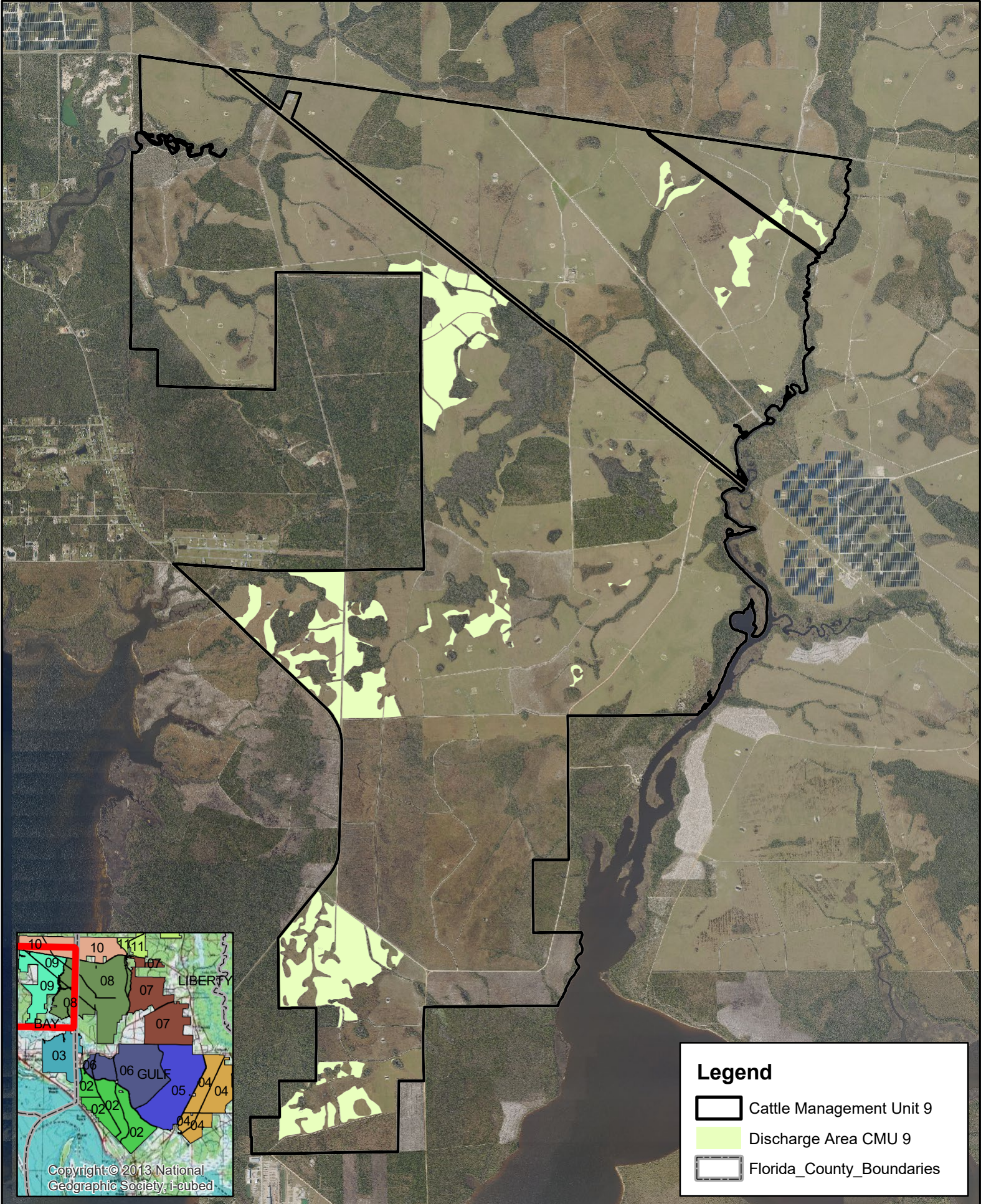
Tyler Levy Sniff, Associate Regional Counsel  
sniff.tyler@epa.gov  
Phone number 404-562-9499

U.S. EPA Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303-8960




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Shannon L. Richardson, Regional Hearing Clerk  
r4\_regional\_hearing\_clerk@epa.gov

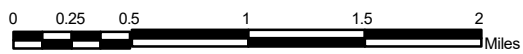




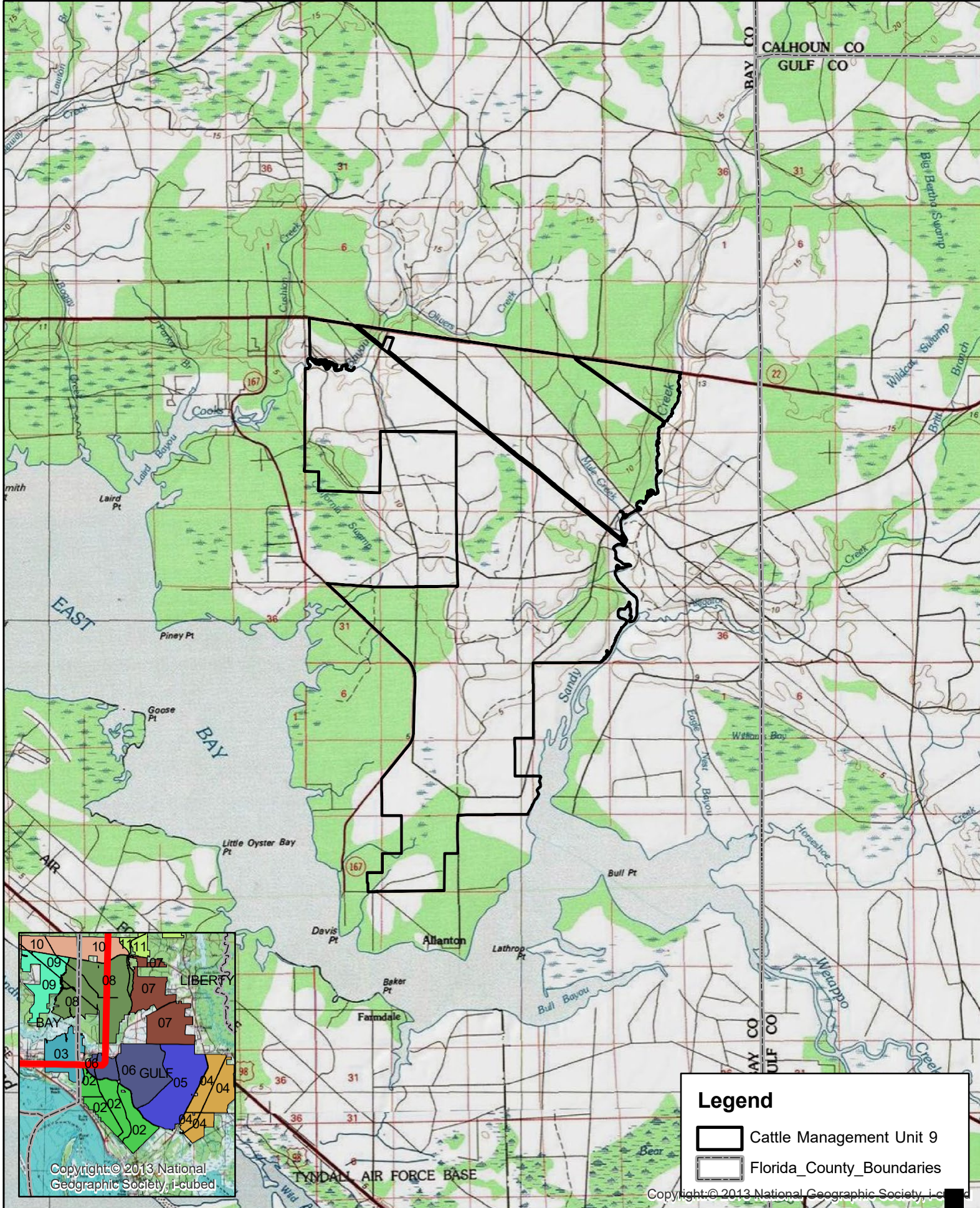
**Legend**

-  Cattle Management Unit 9
-  Discharge Area CMU 9
-  Florida\_County\_Boundaries



**EXHIBIT A - DISCHARGE AREA - CATTLE MANAGEMENT UNIT 9**  
**DESERT CATTLE AND TIMBER**  
**BAY COUNTY, FLORIDA**







**Legend**

-  Cattle Management Unit 9
-  Florida\_County\_Boundaries

**EXHIBIT B - SITE LOCATION MAP - CATTLE MANAGEMENT UNIT 9  
DESERT CATTLE AND TIMBER  
BAY COUNTY, FLORIDA**

