

Governing Board Meeting

Agenda and Meeting Information

June 22, 2021

9:00 a.m.

Brooksville Office

2379 Broad Street • Brooksville, Florida
(352) 796-7211 • 1-800-423-1476

Southwest Florida
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



2379 Broad Street, Brooksville, Florida 34604
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal
Opportunity
Employer

The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4747; or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

Final Agenda GOVERNING BOARD MEETING

**JUNE 22, 2021
9:00 AM**

**2379 BROAD STREET, BROOKSVILLE, FL 34604
(352) 796-7211**

All meetings are open to the public

- › Viewing of the Board meeting will be available through the District's website at www.WaterMatters.org.
- › Public input will be taken only at the meeting location.
- › Public input for issues not listed on the published agenda will be heard shortly after the meeting begins.

Pursuant to Section 373.079(7), Florida Statutes, all or part of this meeting may be conducted by means of communications media technology in order to permit maximum participation of Governing Board members.

The Governing Board may take official action at this meeting on any item appearing on this agenda and on any item that is added to this agenda as a result of a change to the agenda approved by the presiding officer of the meeting pursuant to Section 120.525, Florida Statutes.

The order of items appearing on the agenda is subject to change during the meeting and is at the discretion of the presiding officer.

Public Comment will be taken after each presentation and before any Governing Board action(s) except for Governing Board hearings that involve the issuance of final orders based on recommended Orders received from the Florida Division of Administrative Hearings.

Unless specifically stated, scheduled items will not be heard at a time certain.

The current Governing Board agenda and minutes of previous meetings are available at WaterMatters.org.

Bartow Office
170 Century Boulevard
Bartow, Florida 33830
(863) 534-1448 or 1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240
(941) 377-3722 or 1-800-320-3503 (FL only)

Tampa Office
7601 Hwy 301 N (Fort King Highway)
Tampa, Florida 33637
(813) 985-7481 or 1-800-836-0797 (FL only)

MEETING NOTICE

1. CONVENE PUBLIC MEETING

- 1.1 Call to Order
- 1.2 Invocation and Pledge of Allegiance
- 1.3 Employee Recognition
- 1.4 Additions/Deletions to Agenda
- 1.5 Public Input for Issues Not Listed on the Published Agenda

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Adopt Resolutions to Identify New Slate of Officers for Financial Documents
- 2.2 **Finance/Outreach and Planning Committee:** Governing Board Travel - Annual Environmental Permitting Summer School
- 2.3 **Finance/Outreach and Planning Committee:** Budget Transfer for Replacement and Expansion of Information Technology Bureau Enterprise Storage Equipment
- 2.4 **Finance/Outreach and Planning Committee:** Independent Auditing Services Contract
- 2.5 **Resource Management Committee:** Tampa Bay Estuary Program Amended and Restated Interlocal Agreement (W027)
- 2.6 **Resource Management Committee:** FARMS – Rolling Meadows Ranch, (H792), Polk County
- 2.7 **Operations, Lands and Resource Monitoring Committee:** Easement Associated with the Ridge Road Widening Project SWF Parcel No. 15-010-062X
- 2.8 **Operations, Lands and Resource Monitoring Committee:** Residential Lease for Lake Hancock - SWF Parcel No. 20-503-260X
- 2.9 **Operations, Lands and Resource Monitoring Committee:** Easement for CFWI Crooked Lake Site - SWF Parcel No. 20-020-165 and 20-020-166
- 2.10 **Operations, Lands and Resource Monitoring Committee:** Management Agreement with Sarasota County for Management and Use of the Myakka River Schewe Tract – SWF Parcel No. 21-708-136X
- 2.11 **Regulation Committee:** Water Use Permit No. 20003069.015 - Symon Grove / Symon Grove, LLC (DeSoto County)
- 2.12 **General Counsel's Report:** Approval of Partial Assignment and Assumption of Conservation Easement - Environmental Resource Permit No. 43028370.026 - Tidewater Preserve - Manatee County
- 2.13 **General Counsel's Report:** Approval of Release of Conservation Easement and Quit Claim Deed - Environmental Resource Permit No. 43025469.016 - SIPOC Pond Modifications - Sarasota County
- 2.14 **General Counsel's Report:** Approval of Consent Order Between SWFWMD and Christ Church of Longboat Key, Inc. - Permit Violations - ERP No. 43007606.002 - CT No. 413561 - Manatee County

2.15 **Executive Director's Report:** Approve Governing Board Minutes - May 25, 2021

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion

3.2 **Discussion:** Action Item: Fiscal Year 2022 Recommended Annual Service Budget

3.3 **Submit & File:** Information Only: Budget Transfer Report

4. RESOURCE MANAGEMENT COMMITTEE

4.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion

4.2 **Discussion:** Information Only: Polk Regional Water Cooperative – Southeast Polk Wellfield Lower Floridan Aquifer Test Production Well No 3 Project (Q294), Approval and Transfer of PRWC Resolution Funds

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

5.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion

5.2 **Discussion:** Information Only: Hydrologic Conditions Report

6. REGULATION COMMITTEE

6.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion

6.2 **Discussion:** Action Item: Denials Referred to the Governing Board

6.3 **Discussion:** Information Only: Overpumpage Discussion

7. GENERAL COUNSEL'S REPORT

7.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion

8. COMMITTEE/LIAISON REPORTS

8.1 **Discussion:** Information Only: Industrial Advisory Committee

8.2 **Discussion:** Information Only: Public Supply Advisory Committee

9. EXECUTIVE DIRECTOR'S REPORT

9.1 **Discussion:** Information Only: Executive Director's Report

10. CHAIR'S REPORT

10.1 **Discussion:** Information Only: Chair's Report

10.2 **Discussion:** Information Only: Employee Milestones

ADJOURNMENT

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Effective June 21, 2021

OFFICERS	
Chair	Kelly S. Rice
Vice Chair	Joel Schleicher
Secretary	Rebecca Smith
Treasurer	Ed Armstrong

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Jack Bispham
Seth Weightman
John Mitten
John Hall

RESOURCE MANAGEMENT COMMITTEE
Seth Weightman
Jack Bispham
Michelle Williamson
William Hogarth

REGULATION COMMITTEE
Roger Germann
Joel Schleicher
Rebecca Smith

FINANCE/OUTREACH AND PLANNING COMMITTEE
Ed Armstrong
Rebecca Smith
Ashley Bell Barnett
William Hogarth

** Board policy requires the Governing Board Treasurer to chair the Finance Committee.*

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Michelle Williamson
Environmental Advisory Committee	John Mitten
Industrial Advisory Committee	John Hall
Public Supply Advisory Committee	Ed Armstrong
Well Drillers Advisory Committee	Seth Weightman

OTHER LIAISONS	
Central Florida Water Initiative	Ashley Bell Barnett
Spring Coast Steering Committee	John Mitten
Coastal & Heartland National Estuary Partnership Policy Committee	Jack Bispham
Sarasota Bay Estuary Program Policy Board	Joel Schleicher
Tampa Bay Estuary Program Policy Board	Rebecca Smith
Tampa Bay Regional Planning Council	Roger Germann

**Southwest Florida Water Management District Schedule of Meetings
Fiscal Year 2021**

5/13/2021

Governing Board Meeting

October 20, 2020 – 9:00 a.m., Brooksville Office (Audio Visual Communication)
November 17, 2020 – 9:00 a.m., Tampa Office (Audio Visual Communication)
December 15, 2020 – 9:00 a.m., Brooksville Office (Audio Visual Communication)
January 26, 2021 – 9:00 a.m., Tampa Office (Audio Visual Communication)
February 23, 2021 – 9:00 a.m., Brooksville Office (Audio Visual Communication)
March 23, 2021 – 9:00 a.m., Brooksville Office (Audio Visual Communication)
April 27, 2021 – 9:00 a.m., Brooksville Office (Audio Visual Communication)
May 25, 2021 – 9:00 a.m., Tampa Office (Audio Visual Communication)
June 22, 2021 – 9:00 a.m., Brooksville Office
July 27, 2021 – 9:00 a.m., Brooksville Office
August 24, 2021 – 9:00 a.m., Brooksville Office
September 28, 2021 – 3:00 p.m., Tampa Office

Governing Board Public Budget Hearing – 5:01 p.m., Tampa Office

2021 – September 14 & 28

Agricultural & Green Industry Advisory Committee – 10:00 a.m., Brooksville Office/Audio Visual Communication

2020 – December 1

2021 – March 9, June 8, September 14

Environmental Advisory Committee – 10:00 a.m., Brooksville Office/Audio Visual Communication

2020 – October 13

2021 – January 12, April 13, July 13

Industrial Advisory Committee – 10:00 a.m., Brooksville Office/Audio Visual Communication

2020 – November 10

2021 – February 9, May 11, August 10

Public Supply Advisory Committee – 1:00 p.m., Brooksville Office/Audio Visual Communication

2020 – November 10

2021 – February 9, May 11, August 10

Springs Coast Management Committee – 1:30 p.m., Brooksville Office/Audio Visual Communication

2020 – October 21, December 9

2021 – January 6 (canceled), February 24, May 26, July 14

Springs Coast Steering Committee – 2:00 p.m., Brooksville Office/Audio Visual Communication

2020 – November 4

2021 – January 27, March 10, July 28

Well Drillers Advisory Committee – 1:30 p.m., Tampa Office

2020 – October 7 (canceled)

2021 – January 6 (canceled), April 7 (Audio Visual Communication), July 7

Cooperative Funding Initiative – all meetings begin at 10:00 a.m.

2021 – February 3 – Northern Region, Brooksville Office (Audio Visual Communication)

2021 – February 4 – Southern Region, Brooksville Office (Audio Visual Communication)

2021 – February 10 – Heartland Region, Brooksville Office (Audio Visual Communication)

2021 – February 11 – Tampa Bay Region, Brooksville Office (Audio Visual Communication)

2021 – April 7 – Northern Region, Brooksville Office (Audio Visual Communication)

2021 – April 8 – Southern Region, Brooksville Office (Audio Visual Communication)

2021 – April 14 – Heartland Region, Brooksville Office (Audio Visual Communication)

2021 – April 15 – Tampa Bay Region, Tampa Office (Audio Visual Communication)

Environmental Resource Permitting Advisory Group – 10:00 a.m., and

Water Use Permitting Advisory Group – 2:00 p.m., Tampa Office

2020 – November 18 (canceled)

2021 – March 31 (canceled), July 28

Meeting Locations

Brooksville Office – 2379 Broad Street, Brooksville, FL 34604

Tampa Office – 7601 US Highway 301 North, Tampa, FL 33637

1. Public Meeting

Governing Board Meeting
June 22, 2021

1. CONVENE PUBLIC MEETING

1.1 Call to Order.....4

1.2 Invocation and Pledge of Allegiance.....5

1.3 Employee Recognition6

1.4 Additions and Deletions to Agenda.....7

1.5 Public Input for Issues Not Listed on the Agenda8

CONVENE PUBLIC MEETING

June 22, 2021

Call to Order

The Board Chair calls the meeting to order. The Board Secretary confirms that a quorum is present. The Board Chair then opens the public meeting. Anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should fill out and submit a speaker's card. Comments will be limited to three minutes per speaker, and, when appropriate, exceptions to the three-minute limit may be granted by the Chair. Several individuals wishing to speak on the same issue/topic should designate a spokesperson.

Presenter:

Kelly S. Rice, Chair

CONVENE PUBLIC MEETING

June 22, 2021

Invocation and Pledge of Allegiance

An invocation is offered. The Board Chair conducts the Pledge of Allegiance to the Flag of the United States of America.

Presenter:

Kelly S. Rice, Chair

CONVENE PUBLIC MEETING

June 22, 2021

Employee Recognition

Staff that have reached 20 or more years of service at the District will be recognized.

- 25 years - Michelle Hopkins, Regulation Director

Presenter:

Kelly S. Rice, Chair

CONVENE PUBLIC MEETING

June 22, 2021

Additions/Deletions to Agenda

According to Section 120.525(2), Florida Statutes, additions to the published agenda will only be made for "good cause" as determined by the "person designated to preside." Based upon that authority, the Chair has determined that good cause exists to make certain changes to the agenda. These changes are being made in order to permit the Governing Board to efficiently accomplish necessary public business at this meeting and to reflect the items on the agenda that have been requested or suggested to be deleted, revised, supplemented or postponed.

ADDITIONS: The items that have been added to the agenda were received by the District after publication of the regular agenda. The Board was provided with the information filed and the District staff's analyses of these matters. Staff has determined that action must be taken on these items prior to the next Board meeting. Therefore, it is the District staff's recommendation that good cause has been demonstrated and should be considered during the Governing Board's meeting.

Staff Recommendation:

Approve the recommended additions and deletions to the published agenda if necessary.

Presenter:

Brian J. Armstrong, P.G., Executive Director

CONVENE PUBLIC MEETING

June 22, 2021

Public Input for Issues Not Listed on the Published Agenda

At this time, the Board will hear public input for issues not listed on the published agenda.

Presenter:

Kelly S. Rice, Chair

2. Consent Agenda

Governing Board Meeting

June 22, 2021

2. CONSENT AGENDA

All matters listed under the Consent Agenda are considered routine and action will be taken by one motion, second of the motion and approval by the Board. If discussion is requested by a Board member, that item(s) will be deleted from the Consent Agenda and moved to the appropriate Committee or Report for consideration.

2.1	Finance/Outreach and Planning Committee: Adopt Resolutions to Identify New Slate of Officers for Financial Documents	9
2.2	Finance/Outreach and Planning Committee: Governing Board Travel - Annual Environmental Permitting Summer School.....	25
2.3	Finance/Outreach and Planning Committee: Budget Transfer for Replacement and Expansion of Information Technology Bureau Enterprise Storage Equipment	27
2.4	Finance/Outreach and Planning Committee: Independent Auditing Services Contract	29
2.5	Resource Management Committee: Tampa Bay Estuary Program Amended and Restated Interlocal Agreement (W027)	31
2.6	Resource Management Committee: FARMS – Rolling Meadows Ranch, (H792), Polk County.....	86
2.7	Operations, Lands and Resource Monitoring Committee: Request to Grant Easement Associated with the Ridge Road Widening Project SWF Parcel No. 15-010-062X.....	89
2.8	Operations, Lands and Resource Monitoring Committee: Lake Hancock Resident Security Lease SWF Parcel No. 20-503-260X.....	100
2.9	Operations, Lands and Resource Monitoring Committee: Request to Approve Crooked Lake Data Collection Site SWF Parcel No. 20-020-165 and 20-020-166	126
2.10	Operations, Lands and Resource Monitoring Committee: Management Agreement with Sarasota County for Management and Use of the Myakka River Schewe Tract – SWF Parcel No. 21-708-136X.....	143
2.11	Regulation Committee: Water Use Permit No. 20003069.015 - Symon Grove / Symon Grove, LLC (DeSoto County)	155
2.12	General Counsel's Report: Approval of Partial Assignment and Assumption of Conservation Easement - Environmental Resource Permit No. 43028370.026 - Tidewater Preserve - Manatee County	168
2.13	General Counsel's Report: Approval of Release of Conservation Easement and Quit Claim Deed - Environmental Resource Permit No. 43025469.016 - SIPOC Pond Modifications - Sarasota County	200

2.14	General Counsel's Report: Approval of Consent Order Between SWFWMD and Christ Church of Longboat Key, Inc. - Permit Violations - ERP No. 43007606.002 - CT No. 413561 - Manatee County	228
2.15	Executive Director's Report: Approve Governing Board Minutes - May 25, 2021	230

CONSENT AGENDA

June 22, 2021

Finance/Outreach and Planning Committee: Adopt Resolutions to Identify New Slate of Officers for Financial Documents

Purpose

1. Authorize the new slate of officers to apply their signatures to the required financial documents and;
2. Request that the Governing Board adopt District *Resolution No. 21-07* authorizing the signatures of the newly elected officers of the Governing Board of the District and the use of facsimile or manual signatures on all warrants or checks of the District and;
3. Adopt the *SunTrust/Truist Deposit Account Resolution and Authorization for Business Entities* document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's deposit account(s) and;
4. Adopt the *SunTrust/Truist Corporate Resolution* document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's custody accounts.

Background

Following its annual election of officers in May, the elected officers assume their offices twenty-four (24) hours prior to the June Governing Board meeting. Resolutions must be adopted to give the new slate of officers the authority to sign and countersign all District warrants or checks. Section 373.553, Florida Statutes, requires District funds to be disbursed by check or warrant signed by the Treasurer or Assistant Treasurer (Secretary) and countersigned by the Chair or Vice chair of the board. The newly elected officers for Chair, Vice Chair, Secretary/Assistant Treasurer, and Treasurer/Assistant Secretary are identified by adoption of the resolutions, which will provide their signatures to SunTrust/Truist.

The District's Custody Agreement retains and employs SunTrust/Truist Bank, through its Private Wealth Management Division, to act as custodian of certain securities and funds of the District. Following the annual election of officers, a new *Corporate Resolution* must be adopted to give the new slate of officers the authority to give direction or confirmation to the Bank on all matters regarding the Custody Agreement and Account. The newly elected officers for Chair, Vice Chair, Secretary and Treasurer are identified by adoption of the resolution, which will provide their signatures to the Private Wealth Management Division of SunTrust/Truist Bank.

Staff Recommendation:

1. Authorize the new slate of officers to apply their signatures to the required financial documents and;
2. Adopt *Resolution No. 21-07* authorizing the signatures of the newly elected officers of the Governing Board of the District and the use of facsimile or manual signatures on all warrants or checks of the District and;
3. Adopt the *SunTrust/Truist Deposit Account Resolution and Authorization for Business Entities* document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's deposit accounts and;
4. Adopt the *SunTrust/Truist Corporate Resolution* document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's custody accounts.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 21-07

**AUTHORIZING THE SIGNATURES OF OFFICERS OF THE GOVERNING BOARD
OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND THE USE OF FACSIMILE OR MANUAL SIGNATURES
ON ALL WARRANTS OR CHECKS OF THE DISTRICT**

WHEREAS, the Southwest Florida Water Management District is a public corporation organized and existing under the laws of the State of Florida; and

WHEREAS, Section 373.553, Florida Statutes, requires District funds to be disbursed by check or warrant signed by the Treasurer or Assistant Treasurer and countersigned by the Chair or Vice Chair of the Governing Board to effect payment of money in the name of the Southwest Florida Water Management District.

NOW THEREFORE, BE IT RESOLVED, by the Governing Board of the Southwest Florida Water Management District that the following officers of the Governing Board have assumed their offices effective June 21st, 2021, and shall have the authority, pursuant to Section 373.553, F.S., to sign all warrants or checks of the District:

_____, Treasurer and Assistant Secretary SIGNS

_____, Secretary and Assistant Treasurer SIGNS

_____, Chair COUNTERSIGNS

_____, Vice Chair COUNTERSIGNS

BE IT FURTHER RESOLVED that the Governing Board of the Southwest Florida Water Management District hereby authorizes the use of either facsimile or manual signatures of the officers designated above for all warrants or checks of the District; and

BE IT FURTHER RESOLVED that the Secretary of the Governing Board of the Southwest Florida Water Management District is hereby authorized and directed to deliver to the designated depositories of the District, specimens of the facsimile and manual signatures as described above.

APPROVED AND ADOPTED this 22nd day of June 2021, by the Governing Board of the Southwest Florida Water Management District.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SEAL

By: _____
Chair

Attest:

Secretary



Deposit Account Resolution and Authorization for Business Entities ("DARA")

I. Business Entity Information

Name

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Business Type

PF State/Local

Governed By

FLORIDA

Number

Data Resolution and Authorization Adopted

06/22/2021

This DARA shall apply to **ALL** deposit account(s) (hereinafter "Account") currently open with the Bank or opened in the future in the name of the Business Entity. **This DARA supersedes and replaces any DARA, banking resolution, or other document for the Business Entity whose name appears in the name box above in this Section I and which addresses or deals with any of the types of banking authorities specified in Section II herein, for ALL of Business Entity's Accounts. The Authorized Signers listed in Section III will have full authority on ALL of the Business Entity's Accounts, even if they did not have such authority under previous documentation on file with the Bank.**

The person acting in the capacity of the Corporate Secretary or custodian of records of the Business Entity signing in Section VIII below certifies to SunTrust Bank ("Bank") that the above named Business Entity is organized under the laws of the STATE of FLORIDA and is registered in the manner prescribed by applicable law and is currently in compliance with all requirements relating to its organization and continued existence.

This DARA shall remain in full force and effect until it is rescinded, modified or replaced in writing in a form acceptable to the Bank and the Bank has had a reasonable time to act on said change. Receipt of such notice shall not affect any action taken by Bank prior thereto. The Bank shall be held harmless for honoring the instructions of any individual authorized in this DARA, or refusing to honor instructions, if the Bank questions the authority of the person giving those instructions.

II. Authority to sign, act, give instructions, access information, use Bank's services, perform transactions, enter into agreements and delegate authority on behalf of Business Entity. Resolved, **First**, that Bank is designated a depository for the Business Entity; **Second**, that each individual named in Section III below is authorized individually on behalf of Business Entity to: a) give instructions to the Bank, b) access information, c) request use of and use any of the Bank's services upon execution of Bank documentation related to such services, d) perform transactions on behalf of Business Entity with respect to any Accounts of Business Entity upon execution of Bank documentation related to such transactions, e) enter into any of Bank's agreements related to any Account or service, and f) delegate to any other individual the authorities conferred in this section in documentation acceptable to the Bank; **Third**, that each Authorized Signer named in Section III is individually authorized to endorse for deposit any check, draft, certificates of deposit, savings certificate, item or other instrument or written order for the payment of money that is payable to the order of Business Entity, and to deposit any such items; **provided, however, an Authorized Signer shall not have any of the authorities of an Additional Signatory described in Section V unless such Authorized Signer is also listed with the additional signatories on the Business Account Signature Card for the relevant Account(s);** **Fourth**, that by execution and delivery of this DARA by the Corporate Secretary or other custodian of records (or by any Authorized Signer named in Section III below), the Business Entity is bound by the terms and conditions of the Bank's Rules and Regulations for Deposit Accounts, as now existing or as amended from time to time; and **Fifth**, all previous acts of or on behalf of the Business Entity that are authorized and contemplated by the above resolutions that may have been undertaken prior to the date of this DARA are hereby approved and ratified.

III. Authorized Signers Contemplated by Section II.

The full name, title, and signature of each person authorized by Section II are listed immediately below. If an Authorized Signer listed in Section III is an entity (e.g., a corporation, LLC, or partnership), the name of that entity must be entered in the column headed "Name", the applicable title of the entity showing the relationship to the entity named in Section I (e.g. Owner, General Partner, Member or Manager) must be entered in the column headed "Title", the name of the individual signing on behalf of that entity and individual's title or position must be entered in the column headed "Signature", and the individual must sign directly underneath his/her name and title. Where an entity is listed in Section III, the individual signing on behalf of that entity must provide a document (such as an incumbency certificate or current organizational document from that entity) reflecting the individual's current authority to sign on behalf of the entity. **ALL INDIVIDUALS** from the entity listed in Section III who are expected to be Authorized Signers for the entity named in Section I of this DARA must be listed in and sign Section III of this DARA.

Name

Title

Signature

KELLY RICE

CHAIR

JOEL A SCHLEICHER

VICE CHAIR

REBECCA SMITH

SECRETARY

Employee Name

B. STRESING-MORTIMER

Account Number

Name	Title	Signature
EDWARD ARMSTRONG	TREASURER	

IV. Facsimile Signatures. Complete this section only if machine or facsimile stamped signatures are to be used on items.

Resolved, that Bank is authorized to honor any check, draft, item or other written order on any Account of the Business Entity when bearing or purporting to bear the authorized machine or facsimile signature of any one of the above named Section III Authorized Signers whose signature is reproduced below, if such Authorized Signer's name is also listed with the additional signatories on the Business Account Signature Card for such Account. The Business Entity shall hold the Bank harmless for honoring the facsimile signature of any of such Authorized Signer whose name and facsimile signature is shown below, or for Bank's refusal to honor any facsimile signature not shown below.

Name of Authorized Signer Listed in Section III

Machine/Facsimile Stamped Signature of Authorized Signer

KELLY RICE

EDWARD ARMSTRONG

V. Additional Signatories on Business Entity's Accounts. Resolved, that certain individual(s) may be authorized to have limited authority to do **only the following things:** access information, sign any check, draft, or other written order for the payment of funds from an Account, or initiate a funds transfer payable by Business Entity from an Account by executing Bank's Funds Transfer Authorization form. Such authorities shall be Account specific and such individual's name and signature must appear on the Business Account Signature Card for each Account on which the individual is intended to be so authorized. **The tax classification and certification section at the bottom of each Business Account Signature Card must be executed by one of the Authorized Signers named in Section III above. Refer to the Business Account Signature Card(s) of the Account(s) for signatures of the Additional Signatories.**

VI. Qualification Certification for Public Fund Organization, Political Organization, Homeowners and Condominium Owners Association or Corporation Not Operated for Profit to maintain a NOW account.

Mark this section with an "X" only if Business Entity is eligible to maintain a NOW account.

☐ The individual acting in the capacity of Corporate Secretary or custodian of records of the Business Entity further certifies that the above named Business Entity is eligible to earn interest on a checking account (referred to as a Negotiable Order of Withdrawal or NOW Account) in compliance with Regulation D of the Federal Reserve Act (12CFR 204) as a Public Fund or a Non-Profit Organization that is operated primarily for Religious, Philanthropic, Charitable, Educational, Political or other similar purposes under one of the following sections: Organization – Section 501 (C) (3) through (13), and (19) of the Internal Revenue Code (26 USC (IRC 1954) 501 (C) (3) through (13) and (19). Political Organization – Section 527 of the Internal Revenue Code (26 USC (IRC 1954) 527). Homeowners and Condominium Owners Associations – Section 528 of the Internal Revenue Code (26 USC (IRC 1954) 528).

VII. Power to Act. The individual acting in the capacity of Corporate Secretary or custodian of records of the Business Entity who executes Section VIII below certifies that this DARA is not in conflict with the provisions of the Business Entity's organizational documents, which include its charter, bylaws, resolutions, operating agreements, partnership agreements, shareholders' agreements or similar agreements by which the Business Entity or the undersigned party may be bound, and that this DARA does not violate the provisions of any of such organizational documents.

VIII. Certification. I, the individual signing in this Section VIII, acting in the capacity of the Corporate Secretary or custodian of records of the Business Entity for purposes of such signature in this Section VIII, hereby certify to the Bank that the authorization of each individual whose name appears in Section III above is in full force and effect and has not been amended or rescinded and that the above resolutions are not inconsistent with any other resolutions or governance documents of such Business Entity.

In witness whereof, acting in my capacity as the Corporate Secretary or custodian of records of Business Entity, I have hereunto subscribed my name and affixed the seal of the Business 22nd of JUNE, 2021
Entity this

(Affix Seal here, if available)

Authorized Signature

Name of person acting in capacity of Secretary, Assistant Secretary or other custodian of records, as designated in the Business Entity's organizational documents

Employee Name

B. STRESING-MORTIMER

Account Number

IX. Inclusion and Certification Requirements and Instructions.

Corporations, Limited Liability Companies, Public Entities, Partnerships, Sole Proprietors, Unincorporated Organizations, Associations and other business entity types:

Each individual from the Business Entity who is expected to have the powers specified in Section II must be named in Section III if the Board of Directors or other governance body of the Business Entity intends such individual to be authorized to perform the functions specified in Section II.

Such individuals can include the President and other corporate officers such as the Treasurer, the Chief Financial Officer, and the Controller of the Business Entity, or any other individual that the entity wishes to designate.

Any of the individuals listed in Section III can execute the DARA under Section VIII if necessary, but only if the entity named in Section I has no employee who has been designated as its Corporate Secretary or custodian of records.

Note: This document will be returned to the Branch or other sending location if the signature block in Section VIII is not properly completed.

Bank Use Only

Bank Number 0175	Cost Center Number 9206155	Cost Center Name COMMERCIAL BANKING	
Prepared By B. STRESING-MORTIMER	Phone Number 239-277-2627	Date 06/01/2021	
Verification Method SIGNED MEETING MINUTES			

Employee Name **B. STRESING-MORTIMER**

Account Number XXXXXXXXXX

- Locations with DCOR scanning software submit with cover sheet via local scanner
- Locations without DCOR scanning software send to Output Review, FL-Orlando-7021

CORPORATE RESOLUTION

I, the undersigned Secretary of the below named Corporation, which is organized and existing under the laws of the State of Florida and having its principal place of business at the below named address, hereby certify to SUNTRUST Bank (the "Bank") that the following is a true copy of a Resolution adopted by the governing authority of this entity in accordance with its By-Laws, at a meeting held on June 22nd, 2021, and not subsequently modified.

RESOLVED:

- 1) That the Private Wealth Management Division of SunTrust Bank (the "Bank") is designated as a depository for funds and securities of this entity, under an Agreement signed on behalf of this entity:
- 2) That any of the officers or representative whose titles are listed below are hereby authorized on behalf of this entity:
 - To sign and execute Bank Documents with the Bank and to establish the appropriate account(s) (the "Account(s)"); and
 - To deposit, transfer or withdraw funds; to agree to the purchase, sale or exchange of any funds or assets held in the Account(s); to provide instructions, when needed, to the Bank with respect to the management or investment of such funds or assets; and to sign checks, drafts, stock powers, bond powers or other orders with respect to assets of, or being added to, the Account(s); and
 - To transact any and all other business relating to the Accounts(s), which at any time may be deemed desirable pursuant to the provisions of the Agreement; and
- 3) That the Bank may rely upon the authority conferred by this Resolution until it is revoked or modified and the Bank receives written notice thereof.

I further certify that the following officers or representatives are currently authorized to act on behalf of this entity in accordance with the terms of this Resolution as outlined.

<u>Officer or Representative Title</u>	<u>Name</u>	<u>Signature</u>
<u>Chair</u>	<u>Kelly Rice</u>	<u></u>
<u>Vice Chair</u>	<u>Joel Schleicher</u>	<u></u>
<u>Treasurer</u>	<u>Ed Armstrong</u>	<u></u>
<u>Secretary</u>	<u>Rebecca Smith</u>	<u></u>

Number of signatures required, if applicable: 1

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the seal of this entity if applicable.

Southwest Florida Water Management District
Entity Name
2379 Broad Street
Address
Brooksville FL 34604-6899
City, State and ZIP

Secretary

Date (Corporate Seal)

Region Number 077		Account Number [REDACTED] 7304	
Account Title SOUTHWEST FLORIDA WATER MGMT DIST CONCENTRATION ACCOUNT			
Organization Type PF STATE/LOCAL		Tax ID Number [REDACTED]	
Signer(s) on the above Account Number			
Name / Title		Signature	
1. KELLY RICE / CHAIR			
2. JOEL A SCHLEICHER / VICE CHAIR			
3. REBECCA SMITH / SECRETARY			
4. EDWARD ARMSTRONG / TREASURER			
5.			
6.			
Date Opened 12/01/1983	Date Revised 06/01/2021	Reason REMOVE MURPHY / ADD ARMSTRONG	
Cost Center Number 9206155	Officer Number 12297	ID	
Work Phone Number 352-796-7211	Prepared By B. STRESING-MORTIMER	Maintenance Type <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Change	

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the Authorized Signer signing at the bottom of this signature card appoints the above individual(s) as Additional Signatory(ies) of the Depositor for the above Account and hereby acknowledges receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained. **(DOCUMENT EXECUTION INSTRUCTIONS: A signature of an Authorized Signer is required to appoint an Additional Signatory and must appear below regardless of whether or not a signature is required to satisfy IRS requirements, and regardless of whether or not the name and signature of such Authorized Signer also appears above as a signer on the Account.)**

Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
 ☐ C Corporation
 ☐ S Corporation
 ☐ Partnership
 ☐ Trust/Estate
☐ Limited liability Company

Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____

Note: Check the appropriate box in line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) **PUBLIC FUNDS STATE/LOCAL**

Exemptions: See instructions Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) ☐ N/A (Applies to accounts maintained outside the U.S.)

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

1. [REDACTED] is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued); and
2. The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding; and
3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person _____ Date _____

- Locations with DCOR scanning software submit with cover sheet via local scanner
- Locations without DCOR scanning software send to Output Review, FL-Orlando-7021
 - *FATCA= Foreign Account Tax Compliance Act

Region Number 077		Account Number [REDACTED] 7302	
Account Title SOUTHWEST FLORIDA WATER MGMT DIST PAYROLL ACCOUNT			
Organization Type PF STATE/LOCAL		Tax ID Number [REDACTED]	
Signer(s) on the above Account Number			
Name / Title		Signature	
1. KELLY RICE / CHAIR		[REDACTED]	
2. JOEL A SCHLEICHER / VICE CHAIR		[REDACTED]	
3. REBECCA SMITH / SECRETARY		[REDACTED]	
4. EDWARD ARMSTRONG / TREASURER		[REDACTED]	
5. KELLY RICE / FACSIMILE		[REDACTED]	
6. EDWARD ARMSTRONG / FACSIMILE		[REDACTED]	
Date Opened 11/03/1986	Date Revised 06/01/2021	Reason REMOVE MURPHY / ADD ARMSTRONG / DARA ON FILE	
Cost Center Number 9206155	Officer Number 12297	ID	
Work Phone Number 352-796-7211	Prepared By B. STRESING-MORTIMER	Maintenance Type <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Change	

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the Authorized Signer signing at the bottom of this signature card appoints the above individual(s) as Additional Signatory(ies) of the Depositor for the above Account and hereby acknowledges receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained. **(DOCUMENT EXECUTION INSTRUCTIONS: A signature of an Authorized Signer is required to appoint an Additional Signatory and must appear below regardless of whether or not a signature is required to satisfy IRS requirements, and regardless of whether or not the name and signature of such Authorized Signer also appears above as a signer on the Account.)**

Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
 ☐ C Corporation
 ☐ S Corporation
 ☐ Partnership
 ☐ Trust/Estate
☐ Limited liability Company

Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____

Note: Check the appropriate box in line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) **PUBLIC FUNDS STATE/LOCAL**

Exemptions: See instructions Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) ☐ N/A (Applies to accounts maintained outside the U.S.)

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

1. [REDACTED] is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued); and
2. The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding; and
3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person _____ Date _____

- Locations with DCOR scanning software submit with cover sheet via local scanner
- Locations without DCOR scanning software send to Output Review, FL-Orlando-7021
- *FATCA= Foreign Account Tax Compliance Act

Region Number 077		Account Number [REDACTED] 3015	
Account Title SOUTHWEST FLORIDA WATER MGMT DIST ACCOUNTS PAYABLE			
Organization Type PF STATE/LOCAL		Tax ID Number [REDACTED]	
Signer(s) on the above Account Number			
Name / Title		Signature	
1. KELLY RICE / CHAIR		[REDACTED]	
2. JOEL A SCHLEICHER / VICE CHAIR		[REDACTED]	
3. REBECCA SMITH / SECRETARY		[REDACTED]	
4. EDWARD ARMSTRONG / TREASURER		[REDACTED]	
5. KELLY RICE / FACSIMILE		[REDACTED]	
6. EDWARD ARMSTRONG / FACSIMILE		[REDACTED]	
Date Opened 10/18/1995	Date Revised 06/01/2021	Reason REMOVE MURPHY / ADD ARMSTRONG / DARA ON FILE	
Cost Center Number 9206155	Officer Number 12297	ID	
Work Phone Number 352-796-7211	Prepared By B. STRESING-MORTIMER	Maintenance Type <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Change	

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the Authorized Signer signing at the bottom of this signature card appoints the above individual(s) as Additional Signatory(ies) of the Depositor for the above Account and hereby acknowledges receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained. **(DOCUMENT EXECUTION INSTRUCTIONS: A signature of an Authorized Signer is required to appoint an Additional Signatory and must appear below regardless of whether or not a signature is required to satisfy IRS requirements, and regardless of whether or not the name and signature of such Authorized Signer also appears above as a signer on the Account.)**

Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
 ☐ C Corporation
 ☐ S Corporation
 ☐ Partnership
 ☐ Trust/Estate
☐ Limited liability company

Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____

Note: Check the appropriate box in line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) **PUBLIC FUNDS STATE/LOCAL**

Exemptions: See instructions Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) ☐ N/A (Applies to accounts maintained outside the U.S.)

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

1. [REDACTED] is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued); and
2. The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding; and
3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person _____ Date _____

- Locations with DCOR scanning software submit with cover sheet via local scanner
- Locations without DCOR scanning software send to Output Review, FL-Orlando-7021
 - *FATCA= Foreign Account Tax Compliance Act



PUBLIC FUNDS CUSTODIAN CERTIFICATION

I certify that I am currently the Official Custodian of

SOUTHWEST FLORIDA WATER MGMT DISTRICT

(Name of Public Unit)

7304, 7302, 3015

(Account Number)

and I have official custody of the public funds of the above named public unit. Further, I have plenary authority, including control, over funds owned by the public unit which I have been appointed or elected to serve.

I agree that the authorized signers currently on the existing bank records including the most recent resolution or signature card for the public unit will continue unless and until I otherwise notify the Bank.

By: Treasurer
Title

Edward Armstrong
Name (printed)

Signature

Date

The foregoing instrument was acknowledged before me by _____ who
is personally known to me and/or has produced _____ as
identification.

Witness my hand and official seal this _____ day of _____ 2021.

Notary Public

My commission expires: _____

Print Name: _____

- Locations with DCOR scanning software submit with cover sheet via local scanner
- Locations without DCOR scanning software send to Output Review, FL-Orlando-7021

Client Name: Southwest Florida Water Management District

This Addendum for a Legal Entity is an addendum to the Agreement dated October 1, 2016, establishing the Account on behalf of Client, who is a:

- ☐ Trust governed under the laws of _____. Attached is the governing trust instrument which provides the appointment and authorization of _____ as the (co-) fiduciary(ies) of the _____ Trust. If the governing trust instrument clearly defines the individuals authorized to act on Client's behalf, page 2 of this Addendum does not need to be completed.
- ☐ Corporation established under the laws of _____. Attached is a resolution of the Board of Directors of Client authorizing the Agreement on behalf of the Client and certified by the Corporate Secretary.
- ☐ Partnership, which is a ☐ General Partnership or a ☐ Limited Partnership established under the laws of _____. Attached is a certified copy of _____, or certified copy of the relevant section(s) of, the Partnership Agreement, Certificate of Partnership, or Partnership Resolution showing that the Signing Party(ies) to the Agreement (and the Signing Party(ies) to this Addendum) is a/are general partner(s) of Client.
- ☐ Limited Liability Company established under the laws of _____. Attached is a certified copy of _____, or certified copy of the relevant section(s) of, the Operating Agreement, which provides the name(s) of the managing member(s) of Client or that the Signing Party(ies) to the Agreement (and the Signing Party(ies) to this Addendum) is/are otherwise authorized to act on behalf of Client. A sole proprietor shall provide a copy of the proprietorship business license and the "doing business as" certificate, if applicable.
- ☐ Board or Board of Trustees ("Board") for government entity or union. Attached is a Resolution by the Board of Client, certified by the Board's Secretary, which provides the names of those authorized to act on behalf of Client.
- ☒ Other: Local Government. Attached is a Corporate Resolution which provides that the Signing Party(ies) to the Agreement (and the Signing Party(ies) to this Addendum) is/are authorized to act on behalf of Client.

The Agreement is between Client and Bank only and requires Bank to act only on behalf of Client, as described in the Agreement. It does not confer any benefits upon any other parties, notwithstanding that a person may or may not be a shareholder, officer, partner, trust fiduciary, director, or member of Client or co-owner, heir, devisee, beneficiary, or ward of a fiduciary estate.

By acting pursuant to the Agreement, Bank accepts its appointment as defined in the Agreement. Bank does not accept any other form of fiduciary appointment with respect to any entity unless specifically provided in the Agreement and has no authority to interpret the document(s), law, or regulations governing Client.

Client represents that the entity identified above is registered in the manner prescribed by its governing law, and that the entity is currently in full compliance with all requirements relating to its organization and continued existence under applicable law.

Client represents that any appointment of persons duly authorized to act on Client's behalf, or any instructions given to Bank in connection with the Agreement shall be duly authorized by the governing law, resolutions, or governing documents of Client. Client represents that the Signing Party(ies) executing this Addendum, and the Signing Party(ies) to the Agreement is/are authorized to act on behalf of Client to bind Client to the terms of the Agreement as indicated above.

By the signature(s) below

Print Name and Title	Signature	Date

Treasurer

affirm(s) this Addendum for a Legal Entity and confirm(s) the authorization of the listed person(s) in this Addendum are authorized to act on behalf of Client.

Addendum Accepted and Agreed to by Bank

Print Name and Title	Signature	Date
Fredrica M. Wilson-Maitre, Vice President		

Persons Authorized to Act on Behalf of Client to Give Instructions to Bank

For all purposes under the Agreement, Bank shall be entitled to rely, without any duty or further inquiry, upon (i) the identity and authority of such persons represented by this Addendum and (ii) the genuineness and continued accuracy and effectiveness of this Addendum until such time as Bank receives written notice of changes to this Addendum by Client. **Note: All sections MUST be completed.**

Authorized Person (Print / Type) John Campbell, Management Services Director		Signature	
Email Address John.Campbell@swfwmd.state.fl.us	Transaction Limit \$, if blank, authority is unlimited.	Phone Number 352.796.7211 x4610	
Authorized to provide the following: <input checked="" type="checkbox"/> Full authority to give direction or confirmation to Bank on all matters regarding the Agreement and Account or <input type="checkbox"/> Limited authority to provide the following <i>Check all that apply. If full authority is granted, none of the items below should be selected.</i> <input type="checkbox"/> Directions or confirmation for payment by check <input type="checkbox"/> Directions or confirmation for payment by wire transfer <input type="checkbox"/> Directions or confirmation for payment by ACH <input type="checkbox"/> Other: _____			
Number of persons whose authorizations are required Specific requirements, including total number of authorizations required for specific transactions, are in documentation provided to Bank. All actions/transactions must be associated with the SWFWMD (District) and any movement of funds must be between District's accounts only. In accordance with the Corporate Resolution, an authorized person with full authority may not make any changes to this Addendum regarding their own delegated authority.			

Authorized Person (Print / Type) Melisa Lowe, Finance Bureau Chief		Signature	
Email Address Melisa.Lowe@swfwmd.state.fl.us	Transaction Limit \$, if blank, authority is unlimited.	Phone Number 352.796.7211 x4119	
Authorized to provide the following: <input checked="" type="checkbox"/> Full authority to give direction or confirmation to Bank on all matters regarding the Agreement and Account or <input type="checkbox"/> Limited authority to provide the following <i>Check all that apply. If full authority is granted, none of the items below should be selected.</i> <input type="checkbox"/> Directions or confirmation for payment by check <input type="checkbox"/> Directions or confirmation for payment by wire transfer <input type="checkbox"/> Directions or confirmation for payment by ACH <input type="checkbox"/> Other: _____			
Number of persons whose authorizations are required Specific requirements, including total number of authorizations required for specific transactions, are in documentation provided to Bank. All actions/transactions must be associated with the SWFWMD (District) and any movement of funds must be between District's accounts only. In accordance with the Corporate Resolution, an authorized person with full authority may not make any changes to this Addendum regarding their own delegated authority.			

Authorized Person (Print / Type)		Signature	
Ann Kenny, Accounting Manager			
Email Address	Transaction Limit	Phone Number	
Ann.Kenny@swfwmd.state.fl.us	\$, if blank, authority is unlimited.	352.796.7211 x 4145	
Authorized to provide the following: <input type="checkbox"/> Full authority to give direction or confirmation to Bank on all matters regarding the Agreement and Account or <input checked="" type="checkbox"/> Limited authority to provide the following <i>Check all that apply. If full authority is granted, none of the items below should be selected.</i> <input checked="" type="checkbox"/> Directions or confirmation for payment by check <input checked="" type="checkbox"/> Directions or confirmation for payment by wire transfer <input checked="" type="checkbox"/> Directions or confirmation for payment by ACH <input checked="" type="checkbox"/> Other: <u>Direct the purchase or sale of investments</u>			
Number of persons whose authorizations are required <u>Specific requirements</u> , including total number of authorizations required for specific transactions, are in documentation provided to Bank. All actions/transactions must be associated with the SWFWMD (District) and any movement of funds must be between District's accounts only.			

Authorized Person (Print / Type)		Signature	
Email Address	Transaction Limit	Phone Number	
	\$, if blank, authority is unlimited.		
Authorized to provide the following: <input type="checkbox"/> Full authority to give direction or confirmation to Bank on all matters regarding the Agreement and Account or <input type="checkbox"/> Limited authority to provide the following <i>Check all that apply. If full authority is granted, none of the items below should be selected.</i> <input type="checkbox"/> Directions or confirmation for payment by check <input type="checkbox"/> Directions or confirmation for payment by wire transfer <input type="checkbox"/> Directions or confirmation for payment by ACH <input type="checkbox"/> Other: _____			
Number of persons whose authorizations are required <u>Specific requirements</u> , including total number of authorizations required for specific transactions, are in documentation provided to Bank.			

Authorized Person (Print / Type)		Signature	
Email Address	Transaction Limit	Phone Number	
	\$, if blank, authority is unlimited.		
Authorized to provide the following: <input type="checkbox"/> Full authority to give direction or confirmation to Bank on all matters regarding the Agreement and Account or <input type="checkbox"/> Limited authority to provide the following <i>Check all that apply. If full authority is granted, none of the items below should be selected.</i> <input type="checkbox"/> Directions or confirmation for payment by check <input type="checkbox"/> Directions or confirmation for payment by wire transfer <input type="checkbox"/> Directions or confirmation for payment by ACH <input type="checkbox"/> Other: _____			
Number of persons whose authorizations are required <u>Specific requirements</u> , including total number of authorizations required for specific transactions, are in documentation provided to Bank.			

Authorized Person (Print / Type)		Signature	
Email Address	Transaction Limit \$, if blank, authority is unlimited.	Phone Number	
<p>Authorized to provide the following:</p> <p><input type="checkbox"/> Full authority to give direction or confirmation to Bank on all matters regarding the Agreement and Account or</p> <p><input type="checkbox"/> Limited authority to provide the following <i>Check all that apply. If full authority is granted, none of the items below should be selected.</i></p> <p><input type="checkbox"/> Directions or confirmation for payment by check</p> <p><input type="checkbox"/> Directions or confirmation for payment by wire transfer</p> <p><input type="checkbox"/> Directions or confirmation for payment by ACH</p> <p><input type="checkbox"/> Other: _____</p>			
<p>Number of persons whose authorizations are required Specific requirements, including total number of authorizations required for specific transactions, are in documentation provided to Bank.</p>			

EXHIBIT



Unincorporated Organization Certificate of Authority (Commercial Credit Card Account)

I, the undersigned, hereby certify that I am
the

Treasurer

and custodian of the records of

(the "Organization"), that the following is a true and correct

Southwest Florida Water Management District copy

of certain resolutions duly adopted by the board of trustees or other governing body of the Organization at a meeting

at which a quorum was present and

duly held on the 22nd day of June, 2021 acting,

and that the following resolutions are in conformity with the charter and by-laws of the Organization and have not since
been rescinded or modified.

RESOLVED that the Organization enter into a commercial credit card account ("Card Account") relationship with
SunTrust Bank ("Bank") and that

any 3 (number required) of the individuals listed below:

Print Name

Brian Armstrong

Mandi Rice

John Campbell

Title

Executive Director

Assistant Executive Director

Management Services Division Director

Is (are) authorized to enter into, and execute and deliver on behalf of this Organization any agreements, documents, or
other instruments the Bank may require in order to establish and administer the Card Account, and that this Organization
shall be bound by the terms and conditions of said agreements, documents, or other instruments as the same may be
amended from time to time.

FURTHER RESOLVED, that the undersigned is (are) authorized and directed to furnish the Bank a certified copy of these
resolutions, which resolutions shall continue in full force and effect until written notice of modification or revocation of the
same has been received by the Bank and the Bank has had reasonable time to act on such notice, and to furnish to the
Bank the names and specimen signature of the authorized person(s) named herein, and those persons from time to time
holding such positions.

I hereby certify that the following are the names and specimen signatures of the authorized person(s) designated in the
foregoing resolutions and that each presently holds that title indicated and has full authority for all acts noted herein.

Print Name

Title

Signature

Kelly Rice

Chair

Joel Schleicher

Vice-Chair

Rebecca Smith

Secretary

Ed Armstrong

Treasurer

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of said Organization this 22nd
day of June, 2021.

(Organization Seal)

Signature

Treasurer

Title

CONSENT AGENDA

June 22, 2021

Finance/Outreach and Planning Committee: Governing Board Travel - Annual Environmental Permitting Summer School

District policy states that in accordance with Chapters 112 and 373, Florida Statutes, travel expenses may be incurred for official District business or for a public purpose beneficial to the District. Travel to any conference or convention requires prior approval.

Within the geographic boundaries of the District, Governing Board members may incur travel expenses to attend Governing Board meetings or for other purposes beneficial to the District, excluding conferences and conventions. Scheduled travel for Governing Board members outside the District or to attend conferences or conventions requires prior approval through the consent agenda of a regular monthly Governing Board meeting. Non-scheduled travel outside the District or to attend any conference or convention requires prior approval of the Governing Board Chair, or in his absence, the Vice Chair.

Staff Recommendation:

Approve Governing Board travel as presented.

Presenter:

Virginia Singer, Board and Executive Services Manager

35th Annual Environmental Permitting School Marco Island July 20 – July 23, 2021 <i>These are approximate costs</i>				
Name	Registration	Lodging \$192/Night	Mileage Cost	Meals
Ashley Bell Barnett	\$600	\$768	\$145	\$104
Kelly Rice	\$600	\$768	\$205	\$104
Seth Weightman*	\$550	\$768	\$186	\$104
Michelle Williamson	\$600	\$768	\$164	\$104

*Reduced rate for early registration

CONSENT AGENDA

June 22, 2021

Finance/Outreach and Planning Committee: Budget Transfer for Replacement and Expansion of Information Technology Bureau Enterprise Storage Equipment

Purpose

Request Governing Board approval to transfer funds for the procurement of hardware, warranty and services associated with the replacement and expansion of the District's enterprise Storage Area Network (SAN) which supports all critical information systems.

Background/History

The District currently manages over 300 terabytes (TB) of electronic data that support ePermitting, scientific data collection and analysis, modeling, financial, and other administrative activities. This is the District's enterprise SAN which is comprised of structured data, unstructured data, data backup, and virtual server infrastructure environments. The format of the unstructured data environment is diverse and includes Microsoft Office documents, videos, modeling inputs and outputs, photographs and topographic LiDAR. The structured data environments are those that are the hosts of databases that support mission critical applications including financial systems, Geographic Information System (GIS) and scientific data collection.

There are currently two technology environments within the SAN that are in need of replacement and expansion. First, the current systems that support the District's data backup environment were initially purchased in 2013. These systems are reaching capacity and approaching their end-of-life as they can no longer be upgraded. They are also either no longer supported or will not be supported by 2022 by the manufacturer. The replacement of these systems has been anticipated for several years in the Information Technology Plan and are part of a multi-stage rollout, previously approved by the Governing Board, which includes the deployment of systems to West Palm Beach and Tampa. Second, the data arrays that support the virtualization and structured data environments located in West Palm Beach and Tampa are nearing capacity at 65% and 82% utilization.

Benefits/Costs

Replacement of the existing enterprise SAN system has been identified in the Information Technology Plan for several years and budgeted for as part of a five-year lease beginning in FY2021. Based on internal financial analysis of lease vs. buy methods of acquisition and the evaluation of available technology solutions to meet the District's enterprise storage needs, staff is recommending the purchase of the equipment. The identified replacement system includes several key benefits including an 11 to 12-year life-cycle and a full flash (i.e., solid-state disk) array of drives which facilitates improved performance and the useful life of the equipment. The cost of the identified replacement system is \$405,298, including one year of warranty. This will also expand the capacity of the virtualization and structured data environments, effectively reducing utilization to 45% and 39% which should provide for sufficient growth over the next several years.

Funding

Staff has identified the following General Funds for a budget transfer to facilitate the purchase of the replacement enterprise SAN system:

1. \$250,000 from Southern Basin Aquifer Recharge (Q177): The FY2021 Cooperative Funding Initiative project with the City of Winter Haven was withdrawn by the city in February 2021 after results of a feasibility study reported the estimated maximum volume of site recharge capacity would be significantly less than the required measurable benefit of 400,000 gallons per day.
2. \$100,000 from Virtual Server Attached Storage Expansion Lease (P497): This was intended to be the first year of the leased replacement system.
3. \$28,298 from Software Maintenance (Z050): The District has experienced operational cost savings.
4. \$27,000 from Enterprise Servers (P480): These funds were budgeted for the purchase of new or replacement enterprise servers, as required.

Staff Recommendation:

Approve the budget transfer of \$405,298 for the procurement of hardware, warranty and services associated with the replacement of the District's enterprise Storage Area Network (SAN) to Enterprise Servers (P480) from:

1. Southern Basin Aquifer Recharge (010-5530-Q177-8101) \$250,000
2. Virtual Server Attached Storage Expansion Lease (010-0550-P497-6704) \$100,000
3. Software Maintenance (010-0510-Z050-3422) \$28,298
4. Enterprise Servers (010-0550-P480-6404) \$27,000

Presenter:

Thomas Hughes, Bureau Chief, Information Technology

CONSENT AGENDA**June 22, 2021****Finance/Outreach and Planning Committee: Independent Auditing Services Contract***Purpose*

Exercise the renewal option within the current contract and approve the fourth amendment to the agreement engaging James Moore & Co., P.L.(JMCO) to perform the fiscal year 2020-21 auditing services.

Background

On July 25, 2017, the Governing Board approved the hiring of JMCO, Certified Public Accountants, to perform the annual audit of the District's financial statements and the necessary federal and state single audits as a result of the District's bid. The contract was awarded to JMCO for one-year, with four one-year renewals in accordance with the provisions of the bid. This renewal represents the fourth and final one-year renewal.

In accordance with terms of the contract, JMCO has requested an increase in compensation of 1.6 percent which equates to an approximate increase of \$1,458 depending on how many single audits are required.

Services	FY2021	FY2020	Increase
Basic Financial Statements	\$87,303	\$85,928	\$1,375
Each Federal Single Audit	3,156	3,106	50
Each State Single Audit	2,104	2,071	33
Total	\$92,563	\$91,105	\$1,458

Actual costs for the previous audits included under this contract is as follows:

Services	FY2020	FY2019	FY2018	FY2017
Basic Financial Statements	\$85,928	\$83,996	\$83,000	\$83,000
Federal Single Audits, FY2017 base rate \$3,000 each	0	0	0	0
State Single Audits, FY2017 base rate \$2,000 each	4,142	2,024	2,000	4,000
Total	\$90,070	\$86,020	\$85,000	\$87,000

Apart from the slight increase in fees, there are no significant changes to the contract other than the time requirements, reflecting that the audit is for the fiscal year 2020-21 financial audit.

Staff Recommendation:

1. Exercise the renewal option within the current contract and approve the fourth amendment to the agreement engaging JMCO to perform the fiscal year 2020-21 auditing services; and
2. Authorize the Executive Director or designee to execute the fourth amendment to the current contract with JMCO to perform the fiscal year 2020-21 auditing services.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

CONSENT AGENDA

June 22, 2021

Resource Management Committee: Tampa Bay Estuary Program Amended and Restated Interlocal Agreement (W027)

Purpose

The purpose of this item is to approve the Tampa Bay Estuary Program (TBEP) Amended and Restated Interlocal Agreement.

Background/History

In 1990, the United States Environmental Protection Agency (USEPA) identified Tampa Bay as an estuary of Federal Significance and included it in the National Estuary Program. As a result of this designation, the Tampa Bay National Estuary Program was established in 1991 to assist the region in developing a Comprehensive Conservation Management Plan (CCMP) for the restoration and protection of Tampa Bay, entitled “Charting the Course”, was prepared in 1996 and updated in 2006, with revisions in 2013 and 2017. The Federal government provided most of the funding during the first five years. Members of the original effort decided to continue with the program and in 1998, through an Interlocal Agreement (IA), formed the TBEP (dropping the Federal designation) as a partnership of federal, state, and local agencies and governments. Parties to the IA now include the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission’s Fish and Wildlife Research Institute, the Environmental Protection Commission of Hillsborough County, the District, the Tampa Port Authority, the Tampa Bay Regional Planning Council, Tampa Bay Water, Manatee County Port Authority, and Hillsborough, Manatee, Pasco and Pinellas counties and the cities of St. Petersburg, Tampa, and Clearwater.

The IA identifies the state and local agencies and governments responsibilities and long-term commitment to the program, including provisions for annual funding to support implementation of the CCMP and to help achieve the required funding match for the federal USEPA funding approved annually by Congress. The approved USEPA funding for Fiscal Year (FY) 2021 was \$662,500. In addition, the funding by the state and local agencies and governments would serve to fund the TBEP if the USEPA funding was reduced or not approved by Congress.

The IA includes a sundown provision which requires the TBEP Policy Board to evaluate the appropriateness and effectiveness of this agreement every 5 years. (FY) 2021 is the 5th year of the current IA and the TBEP Policy Board has worked for the past year to develop an amended and restated IA for (FY) 2022 through 2026. The provisions in the proposed (FY) 2022 - 2026 IA are mostly unchanged from the previous IA, with only minor updates to outdated references. The provisions that identify funding commitments by the state and local agencies and governments was revised and did result in some changes to the local governments funding commitments. This was the result of population changes that have occurred since the last amendment.

Benefits/Costs

Since 1998, the District and other partners have completed over 300 stormwater retrofit and habitat restoration projects toward achieving the goals of the CCMP and the District’s Tampa Bay SWIM Plan. This has resulted in more than 9,000 acres of habitat restored and over 81,000 acres of watershed

treated. Tampa Bay is recognized nation-wide as a restoration success story through the efforts of the TBEP and its member governments. The District's funding commitment will remain at (FY) 2021 funding levels for the five-year duration of this proposed amended IA. This funding commitment to TBEP is consistent with the funding levels the District provides annually to the Sarasota Bay and Coastal and Heartland National Estuary Programs in our District.

The IA allows each Party to reduce their annual funding commitment if they provide funding to the Tampa Bay Environmental Restoration Fund (TBERF) or to projects with the TBEP. The District has been contributing funds annually to the TBERF through the Cooperative Funding Initiative since 2013. The District's Fiscal Year (FY) 2021 contribution was set at \$202,505, which was reduced to \$156,513 due to the District contributing funds for the TBERF program. The District's funding commitment identified in the proposed (FY) 2022-2026 Amended and Restated IA will remain at the (FY) 2021 funding levels, with the District's annual funding commitment identified as \$156,513 with a TBERF contribution and \$202,505 without a TBERF contribution. The District's funding commitment is contingent upon the Governing Board approving funding annually. This funding strategy is included in the Amended and Restated IA (Exhibit A).

Staff Recommendation:

Approve the Tampa Bay Estuary Program Amended and Restated Interlocal Agreement.

Presenters:

Randy Smith, PMP, Bureau Chief, Natural Systems and Restoration Bureau
Ed Sherwood, Executive Director, Tampa Bay Estuary Program

**TAMPA BAY ESTUARY PROGRAM
AMENDED AND RESTATED INTERLOCAL AGREEMENT**

THIS TAMPA BAY ESTUARY PROGRAM INTERLOCAL AGREEMENT (the “Agreement”) is executed and made effective by and among the following governmental entities:

1. CITY OF CLEARWATER, a Florida municipal corporation; 2. CITY OF ST. PETERSBURG, a Florida municipal corporation; 3. CITY OF TAMPA, a Florida municipal corporation; 4. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, a Florida state agency; 5. FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION’S FISH AND WILDLIFE RESEARCH INSTITUTE, an institute; 6. HILLSBOROUGH COUNTY, a political subdivision of the State of Florida; 7. THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, a political subdivision of the State of Florida; 8. MANATEE COUNTY, a political subdivision of the State of Florida; 9. PINELLAS COUNTY, a political subdivision of the State of Florida; 10. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida; 11. the TAMPA PORT AUTHORITY, an independent special district of the State of Florida; 12. the TAMPA BAY REGIONAL PLANNING COUNCIL, a Florida regional planning council; 13. TAMPA BAY WATER, a regional water supply authority; 14. PASCO COUNTY, a political subdivision of the State of Florida; and, 15. the MANATEE COUNTY PORT AUTHORITY, a dependent special district of the State of Florida, (collectively the “Parties” and each singularly a “Party”), and the following recitation of facts are provided in support of this Agreement:

(A) The Tampa Bay National Estuary Program (hereinafter, “Tampa Bay Estuary Program” or “Program”) was established in 1991 to assist the Tampa Bay area in developing a

comprehensive plan to restore and protect Tampa Bay. The Tampa Bay Estuary Program was created by Interlocal Agreement dated February 27, 1998 (the “Original Interlocal Agreement”), as amended and restated August 10, 2015, and is governed by a Policy Board and advised by a Management Board. The Tampa Bay Estuary Program is a part of a national network of twenty-eight (28) National Estuary Programs established under the Federal Clean Water Act and administered nationally by the United States Environmental Protection Agency.

(B) Local government and regulatory agency participants in the Tampa Bay Estuary Program consisting of the Parties described in the Preamble above, as well as the United States Environmental Protection Agency and the United States Army Corps of Engineers, have developed and unanimously adopted a Comprehensive Conservation & Management Plan for Tampa Bay, known as *Charting the Course*, dated December 1996, which was updated in May 2006, amended in February 2013, and updated again in 2017 (the “CCMP”), and are committed to its successful implementation. The CCMP seeks to ensure that Tampa Bay remains a vibrant part of the region's environmental and economic landscape by preserving and enhancing its roles as a recreational resource, international seaport, and home for fish and wildlife.

(C) The CCMP presents goals for clean water and sediments; thriving habitats and abundant wildlife; and an informed, engaged and responsible community which will be re-examined at least once every five (5) years and updated as appropriate. To achieve the CCMP goals, this Agreement emphasizes regional cooperation and regulatory flexibility that allows the Parties to select cost-effective and environmentally beneficial bay improvement options for their communities, so long as the goals of the CCMP are met.

(D) The parties to the CCMP and the Original Interlocal Agreement, established the Tampa Bay Estuary Program as the first National Estuary Program to adopt a binding agreement for implementation of the CCMP, and now seek to ensure that the CCMP continues to be properly and effectively implemented.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and adequacy acknowledged by them, the Parties agree as follows:

ARTICLE ONE – INTRODUCTORY PROVISIONS

1.1 **Recitals.** The statements contained in the recitation of facts set forth above (collectively the "Recitation of Facts") are true and correct, and are hereby made a part of this Agreement by this reference.

1.2 **Exhibits.** The exhibits which are attached to this Agreement are by this reference made a part hereof.

1.3 **Abbreviations and Definitions.** The following abbreviations and definitions will be used for purposes of this Agreement:

(a) The abbreviations and definitions contained in the Preamble will be used for purposes of this Agreement.

(b) The abbreviations and definitions contained in the Recitals will be used for purposes of this Agreement.

(c) The term “Act” shall mean Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969.

(d) The term “Action Plan(s)” shall mean the comprehensive action plans set forth in the CCMP, including initiatives and strategies to be undertaken to attain the CCMP Goals.

(e) The term “Agreement” shall mean this Amended and Restated Interlocal Agreement between the Parties as it is presently constituted or as it may be amended from time to time.

(f) The term “Army Corps” shall mean the United States Army Corps of Engineers, a federal agency.

(g) The term “CCMP” shall mean the Comprehensive Conservation and Management Plan, dated December 1996, unanimously approved by the Parties, as updated in May 2006, amended in February 2013, and again updated in 2017, and as it may be amended from time to time.

(h) The term “CCMP Goals” or “Goals” shall mean those goals and priorities of the CCMP set forth in Section 4.1 below, as amended from time to time.

(i) The term “Clearwater” shall mean the City of Clearwater, a Florida municipal corporation.

(j) The term “Cities” shall mean collectively Clearwater, St. Petersburg, and Tampa.

(k) The term “Contribution” includes funding of the Tampa Bay Estuary Program, the Tampa Bay Environmental Restoration Fund, the Bay Mini Grant Program and/or projects which support the goals of the CCMP and are included in the approved Work Plan.

(l) The term “Counties” shall mean collectively Hillsborough, Manatee, Pasco, and Pinellas.

(m) The term “DEP” shall mean the Florida Department of Environmental Protection, a Florida state agency.

(n) The term “Effective Date” shall mean the date that all Parties have duly executed this Agreement and filing has been completed under Section 11.14 below.

(o) The term “EPA” shall mean the United States Environmental Protection Agency, a federal agency.

(p) The term “EPC” shall mean the Environmental Protection Commission of Hillsborough County, a political subdivision of the State of Florida.

(q) The term “Full Budget” includes the Work Plan Budget and all other funding received by the Tampa Bay Estuary Program for projects, programs, operations and staffing.

(r) The term “Funding Entity” shall mean and include Local Governments and SWFWMD.

(s) The term “Hillsborough” shall mean Hillsborough County, a political subdivision of the State of Florida.

(t) The term “Institute” shall mean the Florida Fish and Wildlife Conservation Commission’s Fish and Wildlife Research Institute.

(u) The term “Local Governments” shall mean collectively the Cities and the Counties.

(v) The term “Management Board” shall mean a board of the Tampa Bay Estuary Program, as set forth and described in Article Five below.

(w) The term “Manatee” shall mean Manatee County, a political subdivision of the State of Florida.

(x) The term “Manatee Port Authority” shall mean Manatee County Port Authority, a dependent special district of the State of Florida.

(y) The term “Original Interlocal Agreement” shall mean the Interlocal Agreement dated February 27, 1998.

(z) The term “Tampa Bay Nitrogen Management Consortium” or “Consortium” shall mean an ad hoc task force of representatives from the currently existing Management Board, other municipalities and counties located within the Tampa Bay watershed, private entities, electric utility industry, fertilizer industry, other industries with permitted nitrogen discharges, agriculture representatives, and regulatory agencies.

(aa) The term “Pasco” shall mean Pasco County, a political subdivision of the State of Florida.

(bb) The term "Pinellas" shall mean Pinellas County, a political subdivision of the State of Florida.

(cc) The term "Policy Board" shall mean a board of the Tampa Bay Estuary Program, as set forth and described in Article Five below.

(dd) The term "Tampa Port Authority" shall mean the Tampa Port Authority, a Florida port authority.

(ee) The term "Regulatory Agencies" shall mean the governmental agencies with regulatory authority as identified in each agency’s authorizing law or document creating such agency, district or commission, including EPA, DEP, EPC, Tampa Port Authority, and SWFWMD.

(ff) The term "St. Petersburg" shall mean the City of St. Petersburg, a Florida municipal corporation.

(gg) The term "SWFWMD" shall mean the Southwest Florida Water Management District, a public corporation of the State of Florida.

(hh) The term "Tampa" shall mean the City of Tampa, a Florida municipal corporation.

(ii) The term "Tampa Bay Water" shall mean a regional water supply authority formed pursuant to Sections 373.713, 373.715 and 163.01, Florida Statutes.

(jj) The term "TBRPC" shall mean the Tampa Bay Regional Planning Council, a Florida regional planning council.

(kk) The term "Work Plan" shall mean the annual document outlining the previous year's accomplishments and the upcoming year's priorities, projects, funding partners and expenditures to meet the requirements of the EPA's Cooperative Agreement with the Tampa Bay Estuary Program pursuant to CWA 320, and adopted by the Policy Board.

(ll) The term "Work Plan Budget" shall mean that portion of the Full Budget which includes the funding for projects identified in the Tampa Bay Estuary Program Work Plan.

ARTICLE TWO – AMENDED AND RESTATED INTERLOCAL AGREEMENT

2.1 **Authority.** This Agreement is an interlocal agreement, as contemplated by the Act, and pursuant to the authority of subsection (4) of the Act, all of the Parties qualify to be a part of this Agreement under such Act.

2.2 **Immunity.** Pursuant to subsection (9) of the Act, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agent or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

2.3 **Amendment and Restatement of Original Interlocal Agreement.** This Agreement amends and restates the Original Interlocal Agreement, as previously amended and restated on August 10, 2015, in its entirety such that the Original Interlocal Agreement and all exhibits thereto are hereby superseded and subsumed into this Agreement, and all terms, obligations, powers and responsibilities regarding matters addressed herein and in the Original Interlocal Agreement shall be governed solely by this Agreement. All acts and omissions of the Parties hereto, their officers, employees, agents and assigns, and all of the officers, employees, agents and assigns of the Tampa Bay Estuary Program established as a legal entity pursuant to the Original Interlocal Agreement, taken or carried out pursuant to the Original Interlocal Agreement, are hereby ratified and affirmed under this Agreement.

ARTICLE THREE – TERM

3.1 **Term.** The term of this Agreement is perpetual, commencing on the Effective Date (the “Term”), unless earlier terminated as provided herein. The first day of the Term (the "Effective

Date") will be referred to below as the "Commencement Date." The last day of the Term will be referred to below as the "Termination Date."

3.2 **Sundown Review.** This Agreement shall be subject to a review by the Policy Board five (5) years from the Effective Date of this Agreement and on the same day of each five (5) year period thereafter at which time the Policy Board shall evaluate the appropriateness and effectiveness of this Agreement and the Tampa Bay Estuary Program. The Policy Board shall vote by majority vote on whether to submit a recommendation to the Parties to terminate this Agreement, amend this Agreement or to let the status quo prevail. Should no action by the Parties occur, this Agreement shall continue for another five (5) year period.

ARTICLE FOUR – CCMP

4.1 **Adoption of CCMP Goals and Priorities.** The Parties hereby agree that the Goals for Tampa Bay described in the CCMP are approved and adopted by each of them. The Goals for Tampa Bay are to maintain important water quality and seagrass gains achieved since 1991 and to maintain seagrass acreage at or above levels observed in 1950. The Goals focus on issues that must be addressed to sustain a healthier bay that will support both recreation and commerce, including but not limited to: clean water and sediments; thriving habitats and abundant wildlife; and an informed, engaged and responsible community. The Goals shall be achieved in the manner described in Section 4.3 below. The Parties shall use their best efforts to achieve the Goals within the time periods prescribed, and shall work cooperatively to attempt to achieve all of the Goals applicable to them in a cost-effective manner. Additionally, the Parties agree to work together in

good faith and through their best efforts to address other actions and recommendations in the CCMP.

4.2 **Modification.** The CCMP and its incorporated Goals for Tampa Bay shall not be amended, changed, extended, modified or supplemented without the unanimous written consent of all of the Parties, to be decided in their respective sole and absolute discretion. The Goals shall be re-examined by the Tampa Bay Estuary Program at least once every five (5) years in light of new knowledge or changed circumstances and updated accordingly. The Policy Board may elect by a majority vote to re-examine the Goals more frequently if warranted by them. When it has been determined by the Policy Board unanimously that a Goal has been met, the Policy Board will thereafter support efforts by the Parties and the Consortium, as appropriate, that provide for the ongoing maintenance of the resource.

4.3 **Goals: Achievement.** The only CCMP Goal that is to be achieved individually by any of the Parties is the nitrogen loading reduction/management, to be accomplished by the Local Governments and other members of the Consortium, as described in the “Reasonable Assurance Addendum: Allocation and Assessment Report” dated September 11, 2009, updated in the “2012 Reasonable Assurance Update” dated December 14, 2012, the “2017 Reasonable Assurance Update” dated September 29, 2017, and subsequent Reasonable Assurance Updates, and implemented through actions identified in the Consortium’s Action Plan Database (“Action Plan Database”). The Tampa Bay Estuary Program shall facilitate and assist the Parties to collectively address the remaining CCMP Goals. If a cumulative Goal is not met within its stated goal period, then the Tampa Bay Estuary Program will develop the additional projects necessary to address the

shortfall, including the funding sources, which projects and funding are subject to the approval of the Policy Board.

4.4 Nitrogen Management Consortium Responsibilities. The Consortium participants have made and are expected to continue to make significant contributions toward achieving the CCMP goal of nitrogen loading management by meeting entity-specific nitrogen load allocations as identified in the “Reasonable Assurance Addendum: Allocation and Assessment Report” dated September 11, 2009, updated in the “2012 Reasonable Assurance Update” dated December 14, 2012, the “2017 Reasonable Assurance Update” dated September 29, 2017, and approved by the Consortium participants.

4.5 Existing Projects. The Parties shall be able to take into account, in their nutrient management actions, projects that accomplish their designated responsibilities to the extent that such projects were completed and became operational on or after January 1, 1995.

ARTICLE FIVE – STRUCTURE OF THE TAMPA BAY ESTUARY PROGRAM

5.1 Tampa Bay Estuary Program. The Tampa Bay Estuary Program was created and continues under authority of Section 163.01(7), Florida Statutes. The Tampa Bay Estuary Program shall have those powers specifically described in or contemplated by this Agreement, which shall be exercised by, or in accordance with policies or procedures approved by, the Policy Board.

(a) The Tampa Bay Estuary Program shall:

(i) Have the powers and be in compliance with subsection (5) of the

Act;

(ii) Determine, adopt and implement a personnel policy for the recruitment, retention, supervision, discipline and evaluation of Tampa Bay Estuary Program employees and be solely responsible for any claims by its employees;

(iii) Make purchases and enter into contracts in the manner determined and, adopted by the Policy Board in the operating procedures for the Tampa Bay Estuary Program;

(iv) Determine the manner of acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property;

(v) Determine the manner of the acceptance of gifts, grants, assistance funds or bequests;

(vi) Determine the making of requests for federal, state, regional, local government or other aid or grants for the Tampa Bay Estuary Program, except as otherwise specifically described in this Agreement;

(vii) Determine Tampa Bay Estuary Program's manner of responding for any liabilities, debts, mortgages or claims that may be incurred through performance under this Agreement, provided that the Tampa Bay Estuary Program shall be solely liable and responsible for any such liabilities, debts, mortgages or claims incurred by or resulting from actions taken by the Tampa Bay Estuary Program;

(viii) Determine the manner in which strict accountability of all funds shall be provided and the manner in which reports, including an annual independent audit, of all receipts and disbursements shall be prepared and presented to the Tampa Bay Estuary Program and all Parties; and,

(ix) Determine, adopt and implement all other necessary and proper matters not otherwise covered above.

(b) The Tampa Bay Estuary Program will not promulgate, issue or make rules or regulations, bonds, tax, charge rates, fees or rents, condemn or possess any of the other governmental powers possessed by the other Parties except as specifically allowed by this Agreement.

(c) In the event there is an undesignated fund balance held by the Tampa Bay Estuary Program, it shall be used in the manner determined by the Policy Board.

(d) The adjudication of disputes or agreements, the effects of failure of adjudicated Parties to pay their share of the cost or expenses and the rights of other Parties in such cases shall be governed by this Agreement and applicable law.

5.2 Tampa Bay Estuary Program Functions and Responsibilities. The Tampa Bay Estuary Program shall have the following functions and responsibilities, which are not inconsistent with the Act or any provision of applicable law, and which shall be carried out by, or in accordance with, policies or procedures approved by the Policy Board:

(a) To make and enter into contracts and assume such other functions as are necessary to carry out the provisions of any contracts entered into by the Tampa Bay Estuary Program;

(b) To employ agencies or employees and establish salaries and personnel and employee benefit programs for such full time and temporary employees as are necessary to carry out the functions of the Tampa Bay Estuary Program; provided that the Tampa Bay Estuary Program shall be solely responsible for any claims by its employees;

(c) To acquire, lease, construct, manage, maintain or operate buildings, works or improvements;

(d) To purchase, receive, or otherwise acquire, own, hold, sell, convey, lend, or otherwise dispose of, real, tangible or intangible personal property, or any legal or equitable interest in such property wherever located, and to the extent the Parties all have such power, to mortgage, pledge, or create a security interest in such property;

(e) To incur debts, liabilities, obligations, borrow money, issue its notes and other obligations, and to the extent the Parties all have such power, to secure any of its obligations by mortgage or pledge of any of its property, income and make contracts of guaranty and suretyship which do not constitute the debts, liabilities or obligations of any of the Parties;

(f) To adopt policies or procedures or rules pertaining to any of its operations and to conduct its business, locate offices, and exercise the powers granted by law;

(g) To acquire and to perform all the things necessary to carry out the purposes of this Agreement separately or in conjunction with any of the Parties;

(h) To conduct and pay for studies, plans and designs to effectuate the purpose of the Tampa Bay Estuary Program, which action may include, but is not limited to, plans for staffing, financing, research, advertising and marketing projects;

(i) To enter into interlocal agreements, or other contracts with public or private entities, if necessary, for the purposes described in this Agreement;

(j) To establish any future plan for participation of the Parties to effectuate the terms and provisions of this Agreement, which shall include plans for any additional funding for the purpose of performance of this Agreement; provided that any change, modification or amendment to the method of funding set forth herein must be approved by all of the Funding Entities;

(k) To appear on its own behalf before boards, commissions, departments, or other agencies of municipal, county, state, or federal government; provided, however, members of the Management Board, Technical Advisory Committee and Community Advisory Committee shall not support or oppose specific projects or permits when acting as, on behalf of, or representing said Board or Committees; provided further that Tampa Bay Estuary Program employees can provide scientific and technical information and participate in technical discussions, but shall not oppose or support specific projects or permits;

(l) To request or accept any grant, payment, or gift, of funds or property made by the State of Florida, or by the United States or any department or agency thereof or by any individual, firm, corporation, municipality, county, or organization for any or all of the purposes of the Tampa Bay Estuary Program; and to expend such funds in accordance with the terms and conditions of any such grant, payment, or gift, in the pursuit of its administration or in support of the terms and provisions of this Agreement. The Tampa Bay Estuary Program shall separately account for the public funds and the private funds deposited into any authorized public depository;

(m) To recommend changes, amendments or modifications to this Agreement, which will become effective only upon approval by all Parties;

(n) To sue and be sued, complain, and defend in its entity name;

(o) To transact any lawful business that will aid governmental policy; and

(p) To make payments or donations or do any other act not inconsistent with law that furthers the affairs of the Tampa Bay Estuary Program.

5.3 **Policy Board.** The Policy Board of the Tampa Bay Estuary Program shall serve as the governing board of the Program and shall be made up of nine (9) voting directors appointed

by and representing the Cities, Counties, DEP and SWFWMD (collectively the "Policy Board Member(s)"), and one non-voting participant representing the EPA, and shall be known as the "Policy Board". The representative of each Policy Board Member and the EPA shall be appointed by such Policy Board Member or the EPA, respectively, from time to time. Each Policy Board Member and the EPA shall also appoint an alternate director for the Policy Board from time to time to serve when their director is not available. Each Policy Board Member and the EPA may change either their director or alternate director from time to time with prior written notice by a duly authorized representative of any change to the Policy Board before any meeting. The Policy Board shall have policy making powers for the Tampa Bay Estuary Program in addition to those powers explicitly set forth in this Agreement. Except as otherwise specifically set forth herein, a quorum for meetings shall be five (5) voting members and all action taken by the Policy Board shall be by a majority vote of the Policy Board directors in attendance, with the exception of the EPA representative who will not vote nor be counted for purposes of a quorum. All directors of the Policy Board shall serve without compensation.

5.4 Management Board. The Management Board of the Tampa Bay Estuary Program shall consist of representatives of each of the Parties (each of which shall be voting members), one of each of the existing Co-Chairs of the TAC and CAC (both referred to in Section 5.6 below) and the Industry Co-Chair of the Consortium (each of which shall be voting members), and representatives of the Army Corps and EPA (who will be nonvoting members) (the "Management Board"). The actual representatives of each of the Parties and the Army Corps and EPA shall be appointed by such Management Board member from time to time. Each of the Parties and the Army Corps and EPA shall also appoint an alternate member to the Management Board from time

to time, to serve when the actual representative is not available. Each of the Parties and EPA may change either their initial or alternate representatives from time to time with prior written notice by a duly authorized representative, to the Management Board before any meeting. The TAC and CAC shall not have alternate members, with only the alternating Co-Chairs being a member of the Management Board. The Management Board shall have managerial powers for the Tampa Bay Estuary Program to the extent delegated by the Policy Board, in addition to those powers explicitly set forth in this Agreement. Except as otherwise specifically set forth herein, a quorum for meetings shall be ten (10) voting members and all action taken by the Management Board shall be by a majority vote of the board members in attendance, with the exception of the Army Corps and EPA representatives who will not vote nor be counted for purposes of a quorum. New members may be added to the Management Board with Policy Board approval, and the Policy Board shall specify whether such new members shall be voting or nonvoting members. All directors of the Management Board shall serve without compensation.

5.5 **Officers.** The Policy Board shall elect (i) a Chair or Chairs of the Policy Board; and (ii) other Policy Board officers. The Management Board shall elect (i) a Chair or Chairs of the Management Board; and (ii) other Management Board officers.

5.6 **Committees.** The Policy Board, or the Management Board at the direction of the Policy Board, shall continue such existing advisory committees as it deems necessary, including without limitation, the Technical Advisory Committee ("TAC") and the Community Advisory Committee ("CAC"). All members of committees shall serve without compensation.

5.7 **Limitations of Powers.** The Tampa Bay Estuary Program shall have no powers of taxation, regulation or eminent domain.

5.8 **Additional Board Members.** The Tampa Bay Estuary Program may allow other governmental entities, regulatory agencies, or other entities, to the extent allowed by law, to participate in the Program as members of the Policy Board, provided they are unanimously approved by the Policy Board in their respective sole and absolute discretion. Upon unanimous approval of the Policy Board, such Party must execute a Joinder Agreement by which it agrees to comply with all of the provisions of this Agreement and agree to contribute to funding of the Tampa Bay Estuary Program. The funding amounts in Exhibit A will be amended accordingly to add the funding obligation of the new Policy Board Member, all as of the first day of the next fiscal year of the Tampa Bay Estuary Program. Once an entity is approved and has executed a Joinder Agreement, it will become a member of the Tampa Bay Estuary Program, of the Policy Board and of the Management Board with the same voting rights as the existing members of such entities or boards. The Policy Board may also allow other governmental entities or regulatory agencies to participate in the Program as members of the Management Board, provided that they must be unanimously approved by the Policy Board and the Management Board in their respective sole and absolute discretion and execute a Joinder Agreement. Once an entity has such approval and has executed a Joinder Agreement, it will become a member of the Management Board with the same voting rights as the existing members of such entities or board all as of the first day of the next fiscal year of the Tampa Bay Estuary Program.

5.9 **Fiscal Year.** The Tampa Bay Estuary Program shall observe a fiscal year beginning on October 1 and ending September 30 of each year, or such other fiscal year as may be required for special districts pursuant to Florida law.

5.10 **Budgets.**

(a) No later than the last day of the month of February each year, the Policy Board shall review the Tampa Bay Estuary Program tentative Work Plan Budget, and shall thereafter approve the Work Plan Budget no later than the last day of May each year. The approved Work Plan Budget shall be included in the Tampa Bay Estuary Program Full Budget.

(b) No later than the last day of the month of August and following preparation of a tentative Full Budget, the Policy Board shall publish a notice of its intention to adopt the Tampa Bay Estuary Program Full Budget. Following an appropriate public hearing, the Policy Board shall adopt the Tampa Bay Estuary Program Full Budget each year no later than the month of September covering its proposed operation and requirements for the fiscal year commencing on October 1 of that year.

(c) The Policy Board shall give consideration to objections filed against the budget and in its discretion, may amend, modify or change the tentative Full Budget. The Policy Board, by September 30 following appropriate notice and hearing, shall adopt a Full Budget for the Tampa Bay Estuary Program, which shall thereupon be the operating and fiscal budget for the Tampa Bay Estuary Program for the ensuing fiscal year.

(d) The Policy Board shall provide copies of the Work Plan and Full Budgets to the Parties, as well as the Army Corps and EPA, and such Work Plan and Full Budgets shall be accompanied by the estimated annual contribution of each of the Policy Board Members. The

notice of public hearing to adopt the Tampa Bay Estuary Program Full Budget shall be published in accordance with Florida law and shall inform the public that: (i) the tentative Full Budget shall be posted on the Tampa Bay Estuary Program website at least two (2) days before the public hearing; (ii) the Full Budget shall be posted on the Tampa Bay Estuary Program website within thirty (30) days following adoption; and (iii) the public will be afforded an opportunity to appear before the Policy Board and express support or objection to the Full Budget.

5.11 **Bylaws.** The Policy Board by unanimous vote shall create, adopt, amend and update Bylaws or appropriate rules of procedure for the Tampa Bay Estuary Program for its governance and which shall remain in effect until modified by the Policy Board.

5.12 **Policies.** The Tampa Bay Estuary Program shall adopt its operating rules and internal procedures as provided in Section 5.2(f) above.

ARTICLE SIX – RESPONSIBILITIES OF THE PARTIES

6.1 **Responsibilities of all Parties.** By entering into this Agreement, the Parties intend to recommend actions and adjust strategies as needed to keep Tampa Bay's recovery on track. To that end, each of the Parties hereby agrees to:

(a) Assist in implementing the CCMP nitrogen loading reduction/management Goal, to be accomplished by the Parties and other members of the Consortium, as described in the “Reasonable Assurance Addendum: Allocation and Assessment Report” dated September 11, 2009, and as updated in the “2012 Reasonable Assurance Update” dated December 14, 2012 and the “2017 Reasonable Assurance Update” dated September 29, 2017;

(b) Report in the Action Plan Database, which supports the CCMP and is maintained by the Tampa Bay Estuary Program, all available information about projects and actions that address nutrient reduction in Tampa Bay;

(c) Assist in supporting CCMP habitat goals for Tampa Bay by assisting the Tampa Bay Estuary Program in implementing and recording habitat protection and restoration activities; and

(d) Participate, as “responsible parties” identified in the CCMP, to implementation of Action Plans identified in the CCMP.

6.2 Additional Responsibilities of the Regulatory Agencies. The Regulatory Agencies agree that they will extend as much flexibility as is legally permissible under circumstances deemed appropriate by such agencies for projects that are part of an approved Action Plan set forth in the CCMP.

6.3 Regulatory Process Review. Subject to the above limitations, all Regulatory Agencies and all other Parties having regulatory functions agree to periodically review their regulatory processes and consider changes in statutes, ordinances, rules or policies that would assist in meeting the goals of the CCMP. Any such changes shall be made in keeping with the cooperative intent of this section and otherwise in this Agreement.

6.4 Responsibilities of the Tampa Bay Estuary Program. The Tampa Bay Estuary Program shall:

(a) Serve as the coordinating body for the CCMP and assist the Parties in implementation thereof;

- (b) Prepare, every two (2) years, a progress report on the status of CCMP implementation;
- (c) Assist the Parties in locating grants and other funds to aid in implementation of the projects set forth in the CCMP;
- (d) Coordinate outreach programs to promote public participation and facilitate restoration activities that support the CCMP Goals;
- (e) Coordinate the re-examination and updating of the CCMP every five (5) years;
- (f) Facilitate resolution of conflicts among the Parties;
- (g) Oversee atmospheric deposition, toxic contamination, climate change, habitat assessments, water quality evaluations and other research projects;
- (h) Develop Action Plans to address goals not currently being addressed in the CCMP; and,
- (i) If requested by any Party, the Tampa Bay Estuary Program Executive Director shall appear before that Party's governing body to report on the Work Plan and any other matters of interest pertaining to the Tampa Bay Estuary Program.

6.5 Tampa Port Authority. The Tampa Port Authority is an independent special district created by the Florida Legislature under Chapter 95-488, Laws of Florida, as amended from time to time (the "Port Authority Enabling Act"). The Port Authority Enabling Act provides in part the Tampa Port Authority is responsible for regulating marine construction and management of sovereign submerged lands within the Hillsborough County Port District (the "Port Authority Regulatory Capacity"). Notwithstanding any provisions in this Agreement to the

contrary, the Tampa Port Authority is entering into this Agreement only to the extent of its Port Authority Regulatory Capacity.

ARTICLE SEVEN – BUDGETING AND FUNDING

7.1 **Tampa Bay Estuary Program Budget.** The Policy Board is responsible for establishing the budget for the Tampa Bay Estuary Program and shall annually review and approve the budget. The budget will require approval by two-thirds (2/3) of all members of the Policy Board.

7.2 **Funding.** Subject to the provisions of Section 7.3 below, all non-federal Tampa Bay Estuary Program Work Plan budgeted costs shall be funded by the Funding Entities and allocated in accordance with Schedules 1 and 2 of Exhibit “A” hereto, as follows:

(a) To support additional projects and CCMP implementation, all Funding Entities are encouraged to contribute to the Tampa Bay Estuary Restoration Fund (“TBERF”) at the following levels based upon current (2021) Tampa Bay Estuary Program dues:

	<u>Dues</u>	<u>TBERF Contribution</u>
Level A:	Less than \$40,000 per year	At least \$25,000
Level B:	Between \$40,000 and \$65,000	At least \$75,000
Level C:	Greater than \$65,000	At least \$100,000

(b) Annual dues for Funding Entities will be determined by Schedule 1 of Exhibit “A” under the following conditions:

(i) If a Funding Entity contributes to the TBERF at the above levels in a particular year; or,

(ii) In the case of SWFWMD, if SWFWMD provides funding to the Tampa Bay Estuary Program at the above levels through cooperative funding projects; or

(iii) If a Funding Entity contributes to the Tampa Bay Estuary Program at the above levels through projects which support the goals of the CCMP, are included in the approved Work Plan, and include a ten percent (10%) administrative fee for the Tampa Bay Estuary Program.

(c) Annual dues for Funding Entities will be determined by Schedule 2 of Exhibit “A” if section 7.2(b), above, does not apply.

(d) On or before the end of fiscal year 2026, and every five (5) years thereafter, the Policy Board shall initiate review and approval of draft revisions to Schedules 1 and 2, and thereafter shall submit said revisions to the Funding Entities for their review and approval, with the option to amend or modify. If no action is taken by the end of fiscal year 2026, and every five (5) years thereafter, the funding levels shown in each Schedule shall continue at the same level (the then current Year Five level) until amended or modified by the Policy Board and the Funding Entities;

(e) Management Board members that are not on the Policy Board are encouraged to contribute directly to the operations of Tampa Bay Estuary Program or to the TBERF; and,

(f) The Funding Entities agree that if federal and other external funding increases beyond the levels on the Effective Date, and if the Tampa Bay Estuary Program’s undesignated fund balance reaches a level that is sufficient to support a full fiscal year of program

operations, then the Policy Board shall consider reducing their dues to the levels in place on the Effective Date.

7.3 Annual Approval. Each Policy Board director shall present for consideration and approval to its applicable legislative or governing body each fiscal year the funding levels described in Schedules 1 or 2 of Exhibit “A” hereof, but which funding decision is in the sole discretion of such applicable body. Such funding approval is a condition precedent to the funding obligation by such Funding Entity each year under Section 7.2 and Schedules 1 and 2 of Exhibit “A” attached hereto.

7.4 Non-Appropriation.

(a) The obligations of the Funding Entities as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate, and pay from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Further, the Funding Entities shall not be prohibited from pledging any legally available non ad valorem revenues for any obligations prior to or after the execution of this Agreement and not including the commitments pursuant to this Agreement, which pledge shall be prior and superior to any commitments of the Funding Entities pursuant to this Agreement.

(b) Notwithstanding any other provisions of this Agreement, the obligations undertaken by the Funding Entities hereto shall not be construed to be or constitute general obligations’, debts or liabilities of any Funding Entity or the State of Florida or any political subdivision, municipal corporation or agency thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided

in or contemplated by this Agreement. The obligations of the Funding Entities hereunder are subject to annual appropriation of legally available non ad valorem funds by their respective governing boards, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of their ad valorem revenues or funds, or upon any other revenues or funds of the Funding Entities, as may be construed under the laws or the Constitution of the State of Florida. Neither any Funding Entity nor any other person or entity shall ever have the right to compel any exercise of ad valorem taxing power by any other Funding Entity to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of any Funding Entity.

(c) Notwithstanding anything contained herein, each of the Funding Entities reserves the right, in its sole discretion, to pay the funding obligations contemplated by this Agreement from any Funds legally available for such purpose.

ARTICLE EIGHT – DEFAULT

In the event any Party is determined to be in willful and significant noncompliance with the CCMP Goals or with the terms of this Agreement, the Policy Board may, by a unanimous vote by all Parties except the Party charged with being in default, recommend the removal of such non-complying Party from this Agreement. Prior to any such vote by the Policy Board, the non-complying Party shall be given a notice of its non-compliance and an opportunity to remedy the problem within a reasonable period or to a public hearing before the Policy Board if there is a dispute whether a default exists. If a Party is found to be in noncompliance with permits by the applicable Regulatory Agency(ies), the permit granting agencies may take actions to enforce their

permits against such non-complying Party under their own respective laws and regulations. If any Party is discharged under this Article Eight, (i) all monies previously paid hereunder shall be conclusively deemed earned and not subject to return to such Party, (ii) any future funding responsibility of such party shall terminate, and (iii) this Agreement shall continue as to the remaining Parties. Provided, however, any funds paid before termination but not expended shall only be used by the Tampa Bay Estuary Program in accordance with the approved budget for which such contribution was made.

ARTICLE NINE – NOTICE

Any and all notices required or permitted to be given hereunder shall be in writing, and shall be provided if either personally delivered to the Party at the addresses set forth in Exhibit "B," transmitted by electronic facsimile machine to the fax numbers listed, or sent by U.S. certified or registered mail, postage prepaid, return receipt requested, to such addresses, all such notices being effective upon delivery to and receipt by the Parties, unless the respective Party or Parties notify all other Parties in writing in accordance herewith of a change of address and/or representative at such address authorized to receive any and all such notices, in which case any and all such notices shall be delivered and/or mailed as aforesaid to said Party or Parties at such new address with respect to such Party.

ARTICLE TEN – WITHDRAWAL OF A PARTY

Notwithstanding anything contained in this Agreement to the contrary, any Party hereto shall have the right to withdraw as a Party to this Agreement by providing one hundred eighty (180) days prior written notice as set forth in Article Nine above. Such withdrawal of a Party shall occur only if the withdrawing Party provides one hundred eighty (180) days prior written notice to the other Parties. On the day following the end of such one hundred eighty (180) day period, the withdrawing Party shall no longer be considered a Party to this Agreement. Provided however, even though such withdrawing Party shall have withdrawn as a Party to this Agreement as set forth above in this Article, such withdrawing Party shall continue to be subject to all applicable laws and regulations, without the benefit of being a Party hereto to this Agreement. If a Party withdraws under this Article Ten, (i) all monies previously paid hereunder shall be conclusively deemed earned and not subject to return to such Party; (ii) the future funding responsibility of such Party shall continue for the longer of the period of such one hundred eighty (180) days or until the end of the current fiscal year, and (iii) this Agreement shall continue as to the remaining Parties.

ARTICLE ELEVEN – MISCELLANEOUS PROVISIONS

11.1 **No Third Party Beneficiaries.** This Agreement shall inure to the benefit of the Parties. This Agreement is for the exclusive benefit of the Parties, and shall not be deemed to be made for the benefit of any other persons not so specified.

11.2 **Modification.** This Agreement may be modified, altered or amended only by a written instrument recommended by the Policy Board and subsequently approved and executed by the Parties hereto.

11.3 **Complete Agreement.** This Agreement constitutes the full, complete and wholly independent agreement among the Parties with regard to the matters addressed herein. This Agreement also supersedes all prior agreements, memorandums of understanding, representations, and statements among the Parties with respect to the matters addressed herein, either written or oral.

11.4 **Severability Clause.** If any clause, provision or section of this Agreement shall be held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

11.5 **Governing Law.** Existing and future laws, rules and regulations of the United States and its agencies, the State of Florida and its agencies and the other Parties to this Agreement shall take precedence over the terms and provisions of this Agreement in case of conflict or inconsistencies between them. The laws of the United States or State of Florida as appropriate and applicable, shall govern the validity, performance and enforcement of this Agreement, regardless of the state in which this Agreement is being executed.

11.6 **Public Purpose.** This Agreement satisfies, fulfills and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of each Party's power and authority under each Party's individual municipal or governmental authority.

11.7 **Performance Standards.** None of the provisions in this Agreement shall be deemed in any manner to amend, modify or otherwise change any of the provisions or regulations or ordinances of any municipality or governmental agency which is a Party to this Agreement to allow a performance standard less than is otherwise required under the terms of those provisions or regulations or ordinances.

11.8 **Survival.** All of the representations and warranties set forth in this Agreement shall survive the consummation of any and all of the transactions described in this Agreement and the termination of this Agreement, and shall not be deemed to be merged in this Agreement or any other instrument which may be executed and delivered pursuant to this Agreement.

11.9 **Authority.** None of the Parties has any authority to bind or make any oral or written representations on behalf of the other Parties, and nothing contained in this Agreement shall designate any one or more of the Parties as partners with or agents for any one or more of the other Parties.

11.10 **Headings Not a Part Hereof.** The headings preceding the several articles and sections hereof (and any table of contents hereto) are solely for convenience of reference, do not constitute a part of this Agreement, and shall not affect its meaning, construction or effect.

11.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which may be executed by less than all of the parties but all of which shall be construed together as a single instrument. This Agreement shall become effective upon the exchange of original counterpart signature pages signed by all of the parties, but if such initial exchange occurs by facsimile, original signature pages will be exchanged within ten days of the date hereof.

11.12 **Binding Effect.** This Agreement shall bind the successors and assigns of the Parties.

11.13 **Execution.** This Agreement shall not be effective nor shall it have any force and effect whatsoever until all of the Parties have duly executed this Agreement and filed the Agreement pursuant to Section 11.14 below.

11.14 **Filing.** The Tampa Bay Estuary Program shall, pursuant to Section 163.01(11), Florida Statutes, file a copy of this Agreement and any amendments thereto with the Clerk of the Circuit Court of each County where the Parties are located.

11.15 **Conditions Precedent.** The Parties encourage the Army Corps to execute a Joinder to this Agreement and encourage the EPA to enter into a Memorandum of Understanding with the Tampa Bay Estuary Program concerning this Agreement, but said Joinder and Memorandum of Understanding shall not be a precondition to the effectiveness of this Agreement.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed, under seal, and it shall become effective upon completion of filing in accordance with Section 11.14, hereto.

[INTENTIONALLY LEFT BLANK]

CITY OF CLEARWATER, a Florida
municipal corporation

Countersigned:

By: _____
Frank Hibbard, Mayor

By: _____
William B. Horne II, City Manager

Date: _____

APPROVED AS TO FORM:

Attest:

Assistant City Attorney

City Clerk

(SEAL)

CITY OF ST. PETERSBURG, a Florida
municipal corporation

Attest:

By: _____

Print Name: _____

Title: _____

Date: _____

City Clerk

APPROVED AS TO FORM:

ATTEST:

City Attorney (Designee)

City Clerk

(SEAL)

CITY OF TAMPA, a Florida
municipal corporation

Attest:

City Clerk or Deputy Clerk

By: _____
Jane Castor, Mayor

Date: _____

APPROVED AS TO FORM:

(SEAL)

Janice M. McLean, Senior Assistant City Attorney

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Attest:

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

Assistant General Counsel

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S
FISH AND WILDLIFE RESEARCH INSTITUTE

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

FWC Legal Counsel

HILLSBOROUGH COUNTY, a political
subdivision of the State of Florida

Attest: Cindy Stuart, Clerk

By: Deputy Clerk

Print Name: _____

By: _____
Chairperson

Print Name: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

Vivian Arenas-Battles
Senior Assistant County Attorney

THE ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY, a political subdivision
of the State of Florida

Attest:

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

EPC Attorney

MANATEE COUNTY, a political
subdivision of the State of Florida

Attest:

Angelina Colonnese,
Clerk of the Circuit Court

Deputy Clerk

By its Board of County Commissioners

By: _____
Chairperson

Print Name: _____

Date: _____

(SEAL)

MANATEE COUNTY PORT
AUTHORITY, a dependent special district
of the State of Florida

Attest:

Clerk of the Circuit Court

Deputy Clerk

By: _____
Chairperson

Print Name: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

Attorney for Manatee County Port Authority

PASCO COUNTY, a political
subdivision of the State of Florida

Attest:

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

By: _____

Title: Chairperson

Print Name: _____

Date: _____

(SEAL)

PINELLAS COUNTY, a political
subdivision of the State of Florida

Attest:

Clerk of the Circuit Court

By: _____
Barry Burton

Title: County Administrator

Date: _____

APPROVED AS TO FORM:

(SEAL)

Assistant County Attorney

SOUTHWEST FLORIDA WATER MANAGEMENT
DISTRICT, a public corporation of the State of Florida

By: _____
Chair

Print Name: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

Assistant General Counsel

TAMPA PORT AUTHORITY, an
independent special district of the State of
Florida

Attest:

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

General Counsel

TAMPA BAY REGIONAL PLANNING
COUNCIL, a Florida regional planning council

By: _____
Sean Sullivan

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

(SEAL)

General Counsel

ATTEST:

TAMPA BAY WATER, a Regional
Water Supply Authority

Secretary

By: _____

Its: Chairman

Date: _____

APPROVED AS TO FORM:

(SEAL)

General Counsel

EXHIBIT “A”

SCHEDULE 1 (with consideration of a TBERF contribution)

GOAL: Maintain program operations with funding entities adjusting the base local dues (Schedule 2) annually by 2.5% and subtracting 10% TBERF administration contributions through FY2026. Maintain SWFWMD funding level at FY2021 rate. Funding schedule for other entities in FY2022 adjusted to 2018 American Community Survey, US Census Bureau, Census Tract population estimates (Table B00001)^a.

<u>Funding Entity</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>
SWFWMD	\$156,513	\$156,513	\$156,513	\$156,513	\$156,513
City of Clearwater	\$18,488	\$19,074	\$19,786	\$20,516	\$21,264
City of St. Petersburg	\$42,076	\$43,410	\$45,030	\$46,691	\$48,394
City of Tampa	\$62,361	\$64,337	\$66,739	\$69,201	\$71,724
Pasco County	\$34,536	\$35,630	\$36,960	\$38,324	\$39,721
Manatee County	\$45,829	\$47,282	\$49,047	\$50,856	\$52,710
Pinellas County	\$65,730	\$67,813	\$70,345	\$72,939	\$75,599
Hillsborough County	\$156,491	\$161,452	\$167,479	\$173,657	\$179,989
Total Local Dues	\$582,023	\$595,511	\$611,899	\$628,696	\$645,914
Projected Total Funds Needed for Program Operations	\$966,239 (FY2021)	\$990,395	\$1,015,155	\$1,040,534	\$1,066,547
Funding shortfall needed for Program Operations (in addition to funding entities listed above + 10% TBERF Contributions)	\$326,716	\$334,884	\$343,256	\$351,838	\$360,633

^a US Census Bureau Data Portal: <https://data.census.gov/> .

SCHEDULE 2 (without consideration of a TBERF contribution)

GOAL: Maintain program operations with funding entities adjusting annually by 2.5% through FY2026. Maintain SWFWMD levels at FY2021 rate. Funding schedule for other entities in FY2022 adjusted to 2018 American Community Survey, US Census Bureau, Census Tract population estimates (Table B00001)^b.

<u>Funding Entity</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>
SWFWMD	\$202,505	\$202,505	\$202,505	\$202,505	\$202,505
City of Clearwater	\$18,988	\$19,683	\$20,395	\$21,125	\$21,873
City of St. Petersburg	\$43,214	\$44,795	\$46,415	\$48,076	\$49,779
City of Tampa	\$64,047	\$66,390	\$68,792	\$71,254	\$73,777
Pasco County	\$35,470	\$36,767	\$38,097	\$39,461	\$40,858
Manatee County	\$47,068	\$48,790	\$50,555	\$52,365	\$54,219
Pinellas County	\$67,507	\$69,977	\$72,509	\$75,103	\$77,763
Hillsborough County	\$160,724	\$166,604	\$172,631	\$178,808	\$185,140
Total Local Dues	\$639,523	\$655,511	\$671,899	\$688,696	\$705,914
Projected Total Funds Needed for Program Operations	\$966,239 (FY2021)	\$990,395	\$1,015,155	\$1,040,534	\$1,066,547
Funding shortfall needed for Program Operations (in addition to funding entities listed above)	\$326,716	\$334,884	\$343,256	\$351,838	\$360,633

^b US Census Bureau Data Portal: <https://data.census.gov/>.

EXHIBIT “B”

If to Clearwater:	City of Clearwater P. O. Box 4748 Clearwater, FL 34618-4748 Attn: City Attorney
If to St. Petersburg:	City of St. Petersburg One Fourth Street North St. Petersburg, FL 33701 Attn: City Attorney
If to Tampa:	City of Tampa 306 E. Jackson Street Tampa, FL 33602 Attn: City Attorney
If to FDEP	Florida Department of Environmental Protection Southwest District Office 13051 N. Telecom Parkway Temple Terrace, FL 33637 Attn: District Director
If to Fish & Wildlife Research Institute	Florida Fish & Wildlife Conservation Commission's Fish and Wildlife Research Institute 100 8th Avenue SE St. Petersburg, FL 33701 Attn: Director
If to Hillsborough County:	Hillsborough County Environmental Management Division 601 E. Kennedy Blvd. Tampa, FL 33602 Attn: Director
If to EPC	Environmental Protection Commission of Hillsborough County 3629 Queen Palm Drive Tampa, FL 33619 Attn: General Counsel
If to Manatee County	Manatee County 1112 Manatee Avenue West, Suite 920 Bradenton, FL 34205 Attn: County Administrator

If to Manatee Port Authority

Manatee County Port Authority
300 Tampa Bay Way
Palmetto, FL 34221
Attn: Executive Director

If to Pasco County

Pasco County
8731 Citizens Dr., Suite 350
New Port Richey, FL 34654
Attn: County Administrator

If to Pinellas County

Pinellas County
315 Court Street, Room 601
Clearwater, FL 33756
Attn: County Administrator

If to SWFWMD:

Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34609
Attn: General Counsel

If to Tampa Port Authority:

Tampa Port Authority
P.O. Box 2192
Tampa, FL 33601
Attn: General Counsel

If to TBRPC:

Tampa Bay Regional Planning Council
4000 Gateway Centre Blvd., Suite 100
Pinellas Park, FL 33782
Attn: Executive Director

If to Tampa Bay Water:

Tampa Bay Water
2575 Enterprise Road
Clearwater, FL 33763
Attn: General Manager

SOUTHWEST FLORIDA WATER MANAGEMENT
DISTRICT, a public corporation of the State of Florida

By: _____
Chair

Print Name: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

Assistant General Counsel

CONSENT AGENDA

June 22, 2021

Resource Management Committee: FARMS – Rolling Meadows Ranch, (H792), Polk County

Purpose

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Rolling Meadows Ranch and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$221,273 (75 percent of total project costs). Of this amount, \$221,273 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$295,030.

Project Proposal

The District received a project proposal from Rolling Meadows Ranch for their property totaling 2,234 acres of citrus located seven miles east of Lake Wales in eastern Polk County, within the Central Florida Water Initiative (CFWI), and within the Southern Water Use Caution Area (SWUCA). This project will involve the utilization of a 91-acre lake to collect tailwater and surface water from the surrounding watershed to offset Upper Floridan aquifer groundwater used for daily irrigation of 90 acres of citrus and reduce nutrient loading to the groundwater. The Water Use Permit (WUP) authorizes annual average groundwater withdrawals of 1.17 million gallons per day (gpd) to irrigate 970 acres of citrus. FARMS project components consist of one surface water pump station, filtration, fertigation, soil moisture probes, automation, valves, and mainline piping required to connect the lake to the existing irrigation system.

Benefits/Costs

The proposed project involves water quantity and water quality best management practices for daily irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. The project is expected to offset 50,000 gpd in groundwater for daily irrigation and to reduce 203 pounds of nitrogen per year. The alternative water supply components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the 50,000 gpd groundwater offset and a reduction of 203 pounds per year of nitrogen and a proposed five-year contract term, the cost per thousand gallons of water is \$3.41 and the cost per pound of nitrogen reduced is \$9.42 (based on fertigation component). These values are within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of an existing reservoir for alternative water supply and nutrient reduction BMPs for a citrus operation. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$5,059,014 remaining in its FARMS Program budget.

Staff Recommendation:

1. Approve the Rolling Meadows Ranch project for a not-to-exceed project reimbursement of \$221,272.35 with \$221,273 provided by the Governing Board;
2. Authorize the transfer of \$221,273 from fund 010 H017 Governing Board FARMS Fund to the H792 Rolling Meadows Ranch project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

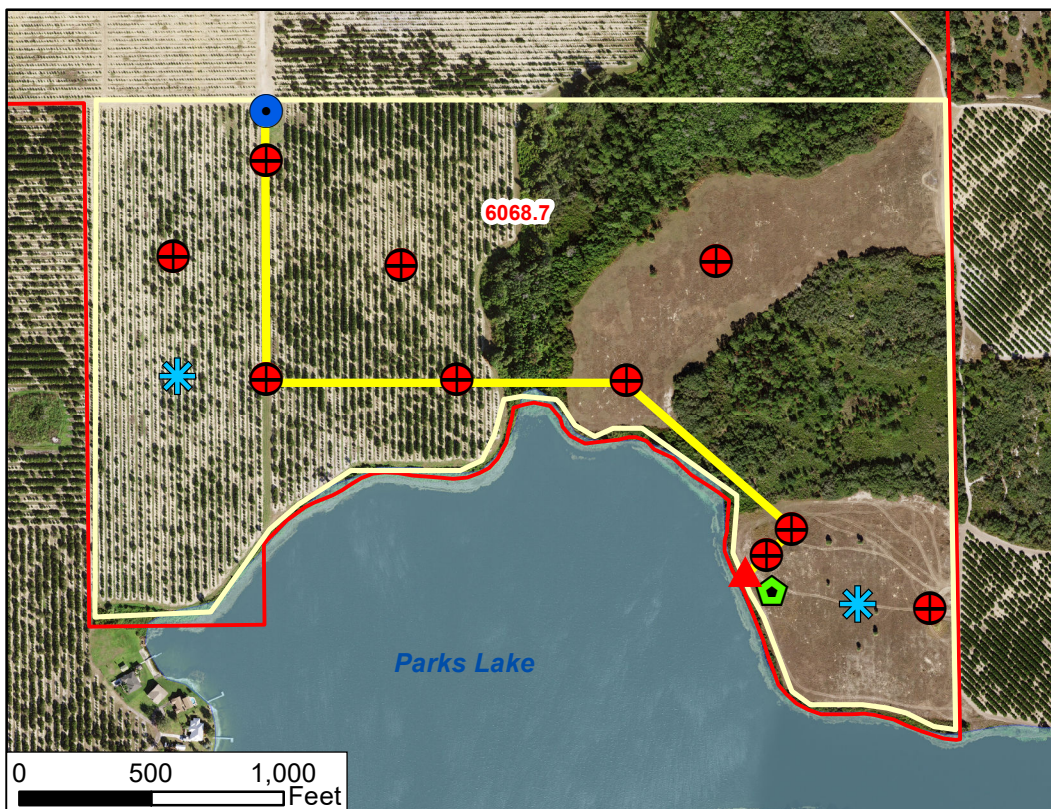
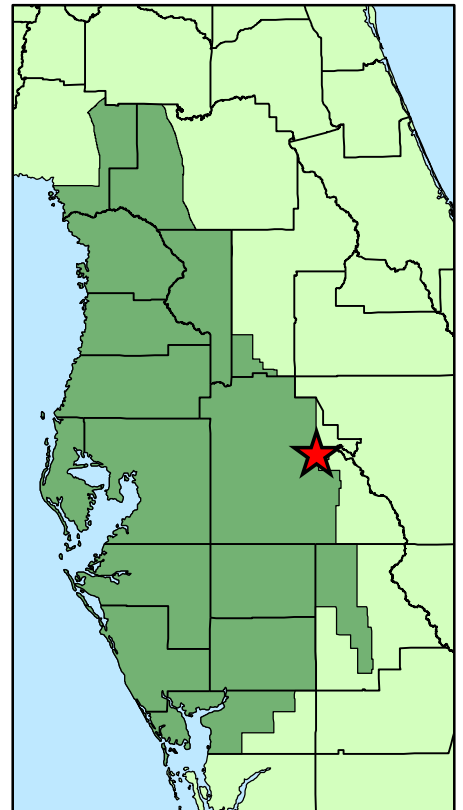
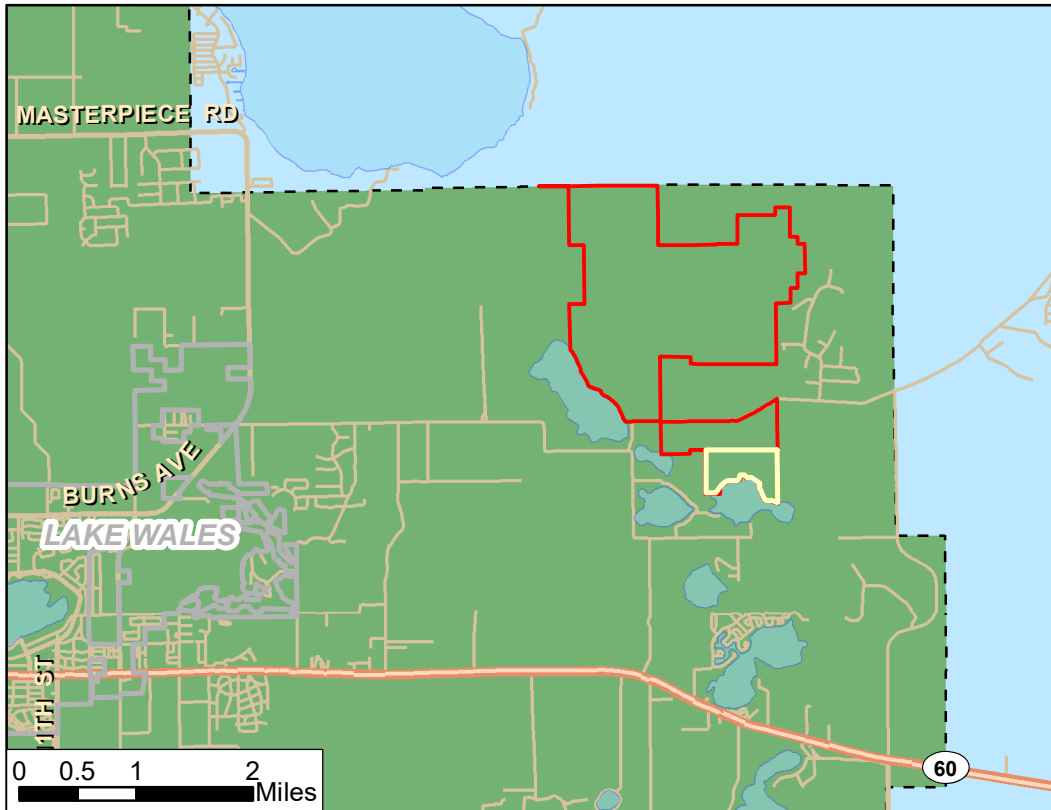
Presenter:

Randy Smith, PMP, Bureau Chief, Natural Systems and Restoration

Location Map

FARMS Project H792

Rolling Meadows Ranch



Legend

- ▲ FARMS SW Pump
- ⬠ Fertigation
- ⊕ Automated Valves
- ✱ Soil Moisture Probes
- Existing Groundwater Well
- Mainline Pipe
- Project Area
- WUP 6068
- Parks Lake



Polk County

Southwest Florida
Water Management District

CONSENT AGENDA

June 22, 2021

Operations, Lands and Resource Monitoring Committee: Easement Associated with the Ridge Road Widening Project SWF Parcel No. 15-010-062X

Purpose

Recommend the Governing Board approve the sale of a perpetual easement to Withlacoochee River Electric Cooperative (WREC) for location of electric facilities associated with the construction of the Ridge Road Extension project. A site map and general location map are included as Exhibits 1 and 2. The Purchase and Sale Agreement and proposed Easement are included as Exhibits 3 and 4.

Background/History

As part of the 1997 conveyance of land to the District which established the Serenova Tract, agreements between the Florida Department of Transportation (FDOT), Pasco County, and the District were executed that addressed, among other things, the extension of Ridge Road and the necessity of a conveyance of a right-of-way from the District to FDOT for a right of way to construct the extension. On February 24, 2020, the District received notification from the County that the funding for the extension of Ridge Road was approved by the Board of County Commissioners of Pasco County, and at the District Governing Board meeting held on March 24, 2020 the Board approved the conveyance of the right-of-way to the County as per the previous agreement. The Ridge Road Extension project is currently under construction.

Utility lines owned by Withlacoochee Regional Electric Cooperative (WREC) generally run parallel along the northern right-of-way of the project and at one location must cross transmission lines owned by Duke Energy. WREC is seeking an easement to locate electric facilities on 0.15 acres of District lands adjacent to but outside of the reserved right of way due to the conflict with Duke Energy's transmission lines in the reserved right of way. WREC has offered to purchase this easement at a value of \$10,000 per acre which was reviewed and is supported by the District's in-house qualified appraiser.

Benefits/Costs

There is revenue of \$1,500 associated with the sale of the easement for the approximate 0.15 acres of land that will be encumbered. There is no cost to the District related to the project.

Deliverables/Accountability

Grantee will maintain the Easement area as determined necessary by Grantee and as set forth in the easement.

Staff Recommendation:

- Approve the Purchase/Sale Agreement and authorize the Executive Director to execute on behalf of the District; and
- Approve the Non-Exclusive Perpetual Easement and authorize the Chair and Secretary to execute on behalf of the District; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.



Presenter:

Ellen Morrison, Land Resources Bureau Chief

Exhibit 1
Ridge Road WREC Easement
SWF Parcel No. 15-010-062X Site Map



Southwest Florida Water Management District, Esri Community Maps Contributors, FDEP, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA

-  WREC Easement
-  District Owned Fee Simple

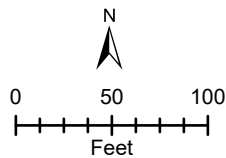
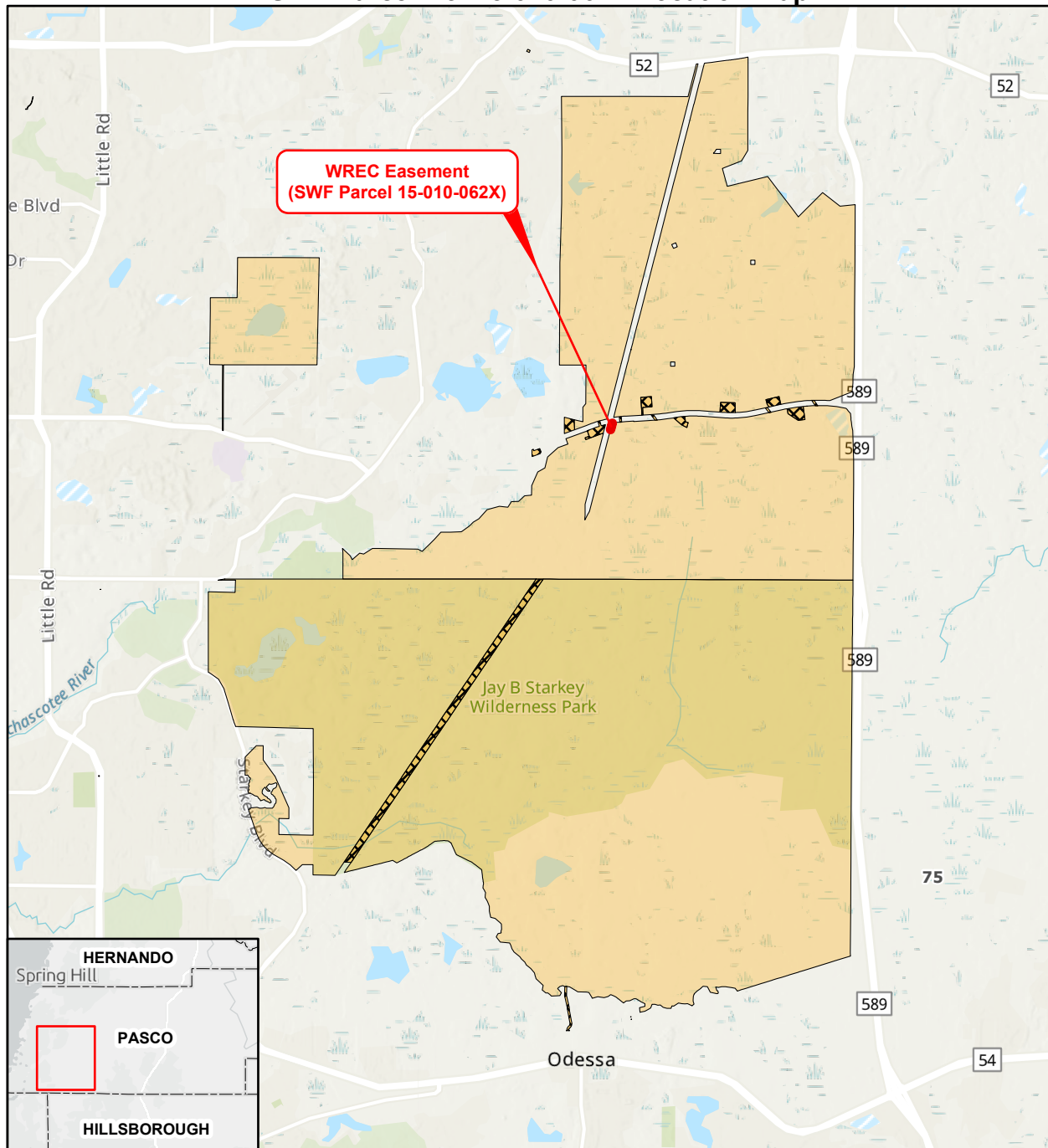
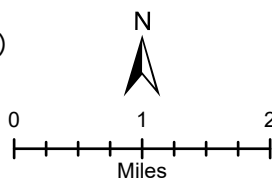


Exhibit 2 **Ridge Road WREC Easement** **SWF Parcel No. 15-010-062X Location Map**



Esri, NASA, NGA, USGS, FEMA, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, FDEP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

- WREC Easement (SWF Parcel 15-010-062X)
- District Owned Fee Simple
- District Perpetual Easement, not CES



Southwest Florida
 Water Management District

Exhibit 3

Ridge Road Extension
SWF Parcel No. 15-010-062X
Approved by Attorney: _____

PURCHASE/SALE AGREEMENT

This Agreement made and entered into by and between the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (District), and the Withlacoochee River Electric Cooperative, Inc. a Cooperative corporation, whose address is Post Office Box 278, Dade City, Florida, 33560 (Buyer) and collectively the Parties.

WITNESSETH:

WHEREAS, District is the owner in fee simple of real property as recorded in OR Book 4482 Page 0121 Public Records Pasco County, Florida; and

WHEREAS, the Buyer desires to acquire an Easement interest in District's property for utility improvements associated with the Ridge Road Extension project.

NOW THEREFORE, in consideration of ten dollars and no cents (\$10.00) paid by the Buyer to the District and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged, the District hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the District, a perpetual easement over that certain real property situated in Pasco County, Florida, upon the following terms and conditions:

1. **PROPERTY.** Subject to the terms, covenants and conditions set forth in this Agreement, the District agrees to sell to the Buyer, and the Buyer agrees to purchase from the District, a perpetual easement to enter on, over and across that certain real property situated in Pasco County, Florida, (Property) more specifically described in Exhibit A attached hereto and incorporated herein by this reference. For the purpose described in the proposed Perpetual Easement attached hereto as Exhibit B.
2. **EFFECTIVE DATE.** The effective date of this Agreement will be on the day and year the last of the Parties has signed below.
3. **APPROVAL.** This Agreement is subject to approval by the District's Governing Board. If the Governing Board does not approve this Agreement and all the terms and conditions hereof, the District will notify the Buyer thereof in writing and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.
4. **PURCHASE PRICE.** The total purchase price will be \$1,500 payable by the Buyer to the District upon Governing Board approval for the perpetual easement interest.
5. **ENCROACHMENTS AND ENCUMBRANCES.** After the final execution of this Agreement neither the District nor anyone under the District's control or direction will cause or allow any encroachments or encumbrances on the Property not existing on the date of the District's execution hereof.

6. **PROCEEDS.** At closing, the distribution of the purchase amount will be made by the Buyer to the District in the form of a check or electronic funds transfer.
7. **BINDING EFFECT.** The covenants herein contained will bind, and the benefits and advantages hereof will inure to, the personal representatives, successors and assigns of the Parties hereto; whenever used herein, the singular will include the plural, the plural will include the singular, and the use of any gender will include the other.
8. **SURVIVAL OF CONTRACT TERMS.** The terms and conditions of this Agreement will survive the closing of the sale of the perpetual easement over the Property.
9. **NOTICE.** Any notice which must or may be given under this Agreement or by law will be in writing and will be deemed to have been given when delivered by personal delivery or when deposited in the United States mail, certified, return receipt requested, full postage prepaid to the Parties at the addresses set forth above.
10. **ELECTRONIC/FACSIMILE SIGNATURE.** The Parties agree that this Agreement may be executed by electronic signature in a manner that complies with Chapter 668, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as an original, manually executed document.
11. **CONSTRUCTION.** The District and the Buyer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.
12. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
13. **SEVERABILITY.** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination will not render void, invalid or unenforceable any other section or any part of any section of this Agreement.
14. **WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement.
15. **PUBLIC RECORDS.** All records and documents generated or received by the Parties in relation to this Agreement are subject to the Public Records Act, Chapter 119, F.S., except that appraiser reports, offers and counteroffers are confidential and exempt from the provisions of Section 119.07(1), F.S., until an option contract is executed, or if no option contract is executed, until thirty (30) days before a contract or Agreement for purchase is considered for approval by the District Governing Board pursuant to Section 373.139(3)(a), F.S.

IN WITNESS WHEREOF, the Parties and the lawful representatives of the Parties hereto have caused these presents to be executed in their respective names upon the day and year entered below their respective signatures.

Buyer: Withlacoochee River Electric Cooperative, Inc.

By: _____
Signature

Date: _____

District: Southwest Florida Water Management District

By: _____
Brian Armstrong, P.G., Executive Director

Date: _____

COPY

Revised 4/2021

Prepared by and return recorded
Document to:
Tana Mason
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34602

Non-Exclusive Perpetual Utility Easement
SWF Parcel No.15-010-062X

NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT

THIS NON-EXCLUSIVE UTILITY EASEMENT made this _____ day of _____ 2021, by and between the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida, 34604-6899 (Grantor), and the Withlacoochee River Electric Cooperative, Inc. a Cooperative corporation, Having an address of Post Office Box 278, Dade City, Florida, 33560 (Grantee).

WITNESSETH, Grantor is the owner of certain real property located in Pasco County, Florida, more particularly described in Exhibit A and attached hereto (Property); and

WITNESSETH, Grantee desires to install transmission lines, distribution lines, and communication systems and related facilities for electric energy services and desires Grantor to grant to Grantee rights for said electric facilities.

NOW THEREFORE, Grantor, for and in consideration of ten dollars and no cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells and conveys to Grantee, for its successors and assigns, a Non-Exclusive Utility Easement to enter upon, on, over, under and across the Property.

Together with the right of ingress and egress to and from the same, and all rights and privileges therein which are or may be necessary for the purposes of constructing, removing, reconstructing, relocating, increasing, decreasing, installing, altering, repairing, operating and maintaining electric distribution lines, or other electrical, telecommunication or communication facilities (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) directly related to the distribution of electricity or system or systems or Grantee's internal use and necessary appurtenances to or on the Property subject to the following terms and conditions:

1. The Grantor reserves the right to use the Property for any purpose which will not interfere or conflict in any manner with use thereof by the Grantee for the foregoing purposes.
2. The Grantor acknowledges that electric distribution lines or other electrical systems installed on, over or under the Property at the Grantee's expense will remain the property of the Grantee.

3. The aforesaid rights and privileges granted include the right and privilege to trim any tress and vegetation upon the Property or the adjacent land when the Grantee deems it necessary for the protection of its facilities.

4. Upon written notice from Grantee to Grantor that this is Easement is not longer needed for the purposes herein, Grantee will remove all its facilities from the Property and the Easement will revert to Grantor. Following termination of the Easement, the Grantee will execute and provide to Grantor, a Release of Easement conveying all rights, title, and interest to the Grantor.

5. Grantee will defend, indemnify, and hold harmless Grantor and its agents, employees, and officers from and against any and all actions, causes, claims, demands, judgments, losses, payments, recoveries, and suits of any kind arising under or resulting from any negligent act or omission of Grantee, or its agents, contractors, employees, invitees, and licensees. Nothing herein will be deemed a waiver, express or implied, of Grantors sovereign immunity under Section 768.28, Florida Statutes, (F.S.), or extend Grantor's liability beyond the limits established in Section 768.28, F.S.

6. The terms Grantor and Grantee herein will be construed to include the successors and assigns of the respective parties hereto, wherever the context so admits or requires. Any provisions of this instrument, including benefits and burdens, run with the land, and are binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

[remainder of this page left intentionally blank]

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

Attest:

Grantor:
Southwest Florida Water
Management District

By: _____
Rebecca Smith, Secretary

By: _____
Kelly S. Rice, Chair

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
_____. He/She ☐ is personally known to me, or ☐ has produced
_____ as identification.

Notary Public Signature
Print Notary Name:
My commission expires:

Approved as to form:

Office of General Council

Exhibit A

You cannot make changes to the Legal Description Area.

Legal Description Parcel 15-010-062X

A part of the southeast quarter of Section 27, Township 25 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument (plain) marking the southwest corner of the southeast quarter of Section 27, Township 25 South, Range 17 East, Pasco County, Florida, as shown on the Right of Way Map for Ridge Road Extension Phase I, Pasco County Project No. C 6686.20; thence run North $00^{\circ}21'31''$ East along the west line of said southeast quarter of Section 27 a distance of 2027.36 feet to a point lying 145.00 feet southerly of as measured to the Centerline of Construction of Ridge Road Extension Phase I, as shown on said Right of Way Map; thence departing said west line run North $69^{\circ}44'02''$ East parallel with said Centerline of Construction a distance of 400.65 feet to the point of curvature of a curve to the right having a radius of 5584.59 feet and a chord bearing of North $74^{\circ}38'35''$ East, chord distance of 955.82 feet; thence run Easterly along the arc of said curve 957.00 feet through a central angle of $09^{\circ}49'06''$ for a **Point of Beginning** and a point on the easterly right of way line of that certain Florida Power Corporation Right of Way described and recorded in Official Records Book 286, pages 34 & 35 of the Public Records of Pasco County, Florida and shown on said Right of Way Map; thence continue along said arc lying 145.00 feet southerly of said Centerline of Construction compound curve to the right having a radius of 5584.59 feet and a chord bearing of North $79^{\circ}39'57''$ East a chord distance of 22.15 feet; thence run Easterly along the arc of said curve 22.15 feet through a central angle of $00^{\circ}13'38''$; thence leaving said easterly Right of Way line along a line 20.00 feet east of and parallel with the east line of said Florida Power Corporation Right of Way; South $14^{\circ}22'35''$ West a distance of 340.00 feet; thence South $79^{\circ}39'57''$ West a distance of 22.15 feet to a point on the west Right of Way line of said Florida Power Corporation Right of Way thence along said west Right of Way line North $14^{\circ}22'35''$ East a distance of 340.00 feet to the Point of beginning.

Approved for use by the Survey Section 04-22-2021, W.O. 21-074.

Remainder of this page intentionally left blank.

CONSENT AGENDA**June 22, 2021****Operations, Lands and Resource Monitoring Committee: Residential Lease for Lake Hancock - SWF Parcel No. 20-503-260X***Purpose*

Approve and execute a one-year lease agreement (Lease), included as Exhibit 1, for the residence at Lake Hancock, with Tracy Bontrager, a sworn law enforcement officer and employee of the Florida Fish and Wildlife Conservation Commission (FWC). Officer Bontrager will provide the District with a security presence and patrol hours for Lake Hancock, and will oversee and fund certain electrical, plumbing, and structural improvements required by building code standards at the residence as set forth in the Lease using a certified contractor in exchange for use of the residence. A general location map is included as Exhibit 2.

Background/History

The Southwest Florida Water Management District is responsible for resource protection on approximately 260,000 acres of conservation land. The Land Use and Management Governing Board Policy directs staff to utilize multiple approaches in the protection of District conservation lands. One approach to protect the natural resources and provide a security presence on District conservation lands is through resident security officers.

The District accomplishes our resource protection goals by partnering with FWC through an enhanced patrol agreement. In addition, the District provides three housing opportunities for sworn law enforcement officers. The sites, one house at Green Swamp – West Tract, one house at Lake Hancock, and one mobile home at Green Swamp – Hampton Tract, were acquired as part of past land transactions and as an efficiency measure were utilized residences for law enforcement officers. The officers receive permission from their respective agencies to provide the District with an average of 30 hours per month of off-duty security services in exchange for the lease of a residence. While the sites at Green Swamp – West Tract and Green Swamp – Hampton Tract have remained occupied, the Lake Hancock site has remained vacant since the last officer to occupy the residence terminated his agreement in 2018. The residence has since remained vacant due to structural repairs necessary to comply with building code standards.

Benefits/Costs

Having live-on officers serves as a cost efficiency to prevent vandalism and as a safety efficiency to deter and report criminal activity. In lieu of the required 30-hour monthly patrol requirement, this agreement provides for 15 hours of monthly security services and has a cost saving provision which will require the officer to complete all residential repairs and upgrades identified by staff totaling between approximately \$3,400 - \$4,600 within one year from execution. The District will not have to cover any of the costs associated with labor and materials affiliated with this Agreement.

Staff Recommendation:

Approve, accept, and authorize the Governing Board Chair to sign the Lease Agreement for Lake Hancock - SWF Parcel No. 20-503-260X on behalf of the District.

Presenter:

Ellen Morrison, Land Resources Bureau Chief

Lake Hancock Resident Security Lease
SWF Parcel No. 20-503-260X
Approved by Attorney: _____

**LEASE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
TRACY BONTRAGER**

This Lease Agreement (Agreement) is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (DISTRICT), and TRACY BONTRAGER, a certified law enforcement officer and employee of the Florida Fish and Wildlife Conservation Commission, (OFFICER), individually referred to as a "Party" and collectively "Parties".

WITNESSETH:

WHEREAS, the DISTRICT owns certain lands located in Polk County, Florida as depicted in Exhibit "A," attached hereto and hereinafter referred to as "District Lands," and requires the assistance of an off-duty, certified law enforcement officer to provide security, and to patrol District Lands; and

WHEREAS, the DISTRICT owns a residence located on District Lands, as depicted in Exhibit "B," attached hereto and hereinafter referred to as the "Residence," and desires an off-duty, certified law enforcement officer to live in the Residence to provide security, patrol District Lands and complete certain improvements of the Residence; and

WHEREAS, the OFFICER, through employment with a state, county, or municipal law enforcement agency, has the authority to enforce violations of state, county, municipal or wildlife laws; and

WHEREAS, the OFFICER agrees to live at the Residence to provide security, patrol District Lands and perform residential improvements in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the DISTRICT and the OFFICER, in consideration of the mutual terms, covenants and conditions set forth herein, hereby agree as follows:

1. **INDEPENDENT CONTRACTOR**. The OFFICER will provide security services and improve the Residence pursuant to this Agreement as an independent contractor and not as an employee, representative, or agent of the DISTRICT.
2. **PROJECT MANAGER AND NOTICES**. The DISTRICT hereby designates the employee set forth below as its Project Manager. The Project Manager is the District's primary contact person and will coordinate with the OFFICER during the term of this Agreement. Notices and reports will be sent to the attention of the Project Manager and the OFFICER by hand delivery, or sent by U.S. mail, postage paid, or by nationally recognized overnight courier to the parties' addresses set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT: Chad Hughes, Senior Land Use Specialist
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

OFFICER:

Tracy Bontrager
2905 Jacque Lee Lane
Lakeland, Florida 33803

3. **TERM.** The term of this Agreement is for one (1) year, commencing on the date the last of the parties has executed the Agreement unless terminated earlier pursuant to paragraph 22 below.
4. **RENEWAL.** This Agreement may be renewed annually at the sole discretion of the DISTRICT by the Division Director for Operations Lands and Resource Monitoring (Division Director). Written notice of the DISTRICT'S intent to renew, modify, or terminate this Agreement will be provided to the OFFICER 30 days prior to the expiration of this Agreement.
5. **PRIMARY EMPLOYMENT OF OFFICER.** The OFFICER must be a certified law enforcement officer in the State of Florida and be actively employed by a state, county or municipal law enforcement agency at all times during the term of this Agreement. Prior to the effective date of this Agreement, the OFFICER must submit to the DISTRICT a statement from the OFFICER'S primary employer documenting the OFFICER'S employee status with the agency and authorizing the OFFICER'S ability to seek employment as an independent contractor for off-duty law enforcement related services. The OFFICER will notify the DISTRICT within 24 hours if the OFFICER'S employment status with that law enforcement agency changes or terminates. If the OFFICER fails to submit the statement from the OFFICER'S primary employer in accordance with the provisions of this paragraph or fails to notify the DISTRICT within 24 hours of any change in the OFFICER'S employment status, including termination, then the DISTRICT may terminate this Agreement in accordance with paragraph 22 below.
6. **PATROLLING.** The OFFICER must patrol District Lands an average of 15 hours a calendar month in accordance with the Scope of Security Services set forth in Exhibit "C," attached hereto and incorporated herein by reference. The OFFICER will investigate any suspicious activity on District Lands in the same manner as the OFFICER would investigate any other violation of law, and exercise the authority vested in the OFFICER as a certified law enforcement officer. The OFFICER will notify the Project Manager within 24 hours of the occurrence and investigation of any such activity on District Lands. The OFFICER will document patrol activities monthly in accordance with the Monthly Patrol Log set forth in Exhibit "F," attached hereto and incorporated herein by reference, and in accordance with the Scope of Security Services, Exhibit "C."
7. **SCOPE OF SECURITY SERVICES.** The OFFICER, upon written notice to proceed from the DISTRICT, agrees to provide security services in accordance with the provisions in this Agreement and the Scope of Security Services set forth in Exhibit "C." The Scope of Security Services and associated costs may not be modified unless mutually agreed to in writing by the Parties prior to implementation of the changes by the OFFICER.
8. **UNIFORM.** While performing the security services required by this Agreement, the OFFICER will wear the uniform and standard equipment normally worn while performing duties for the law enforcement agency by which the OFFICER is employed.
9. **TRANSPORTATION.** The OFFICER will provide a vehicle or vehicles to perform the security services required by this Agreement. The vehicle or vehicles must have the capacity to traverse extreme terrain, i.e., a four-wheel drive or all-terrain vehicle. If permitted by an off-duty employment or vehicle authorization or other appropriate form of consent from the law enforcement agency by which the OFFICER is employed, then the OFFICER will patrol the District Lands in a marked patrol vehicle whenever possible. The OFFICER will be responsible for all wear, tear, or physical damage to the vehicle or vehicles.

10. **RESIDENTIAL IMPROVEMENTS.** The OFFICER is solely responsible for completing all improvements to the Residence in accordance with the Scope of Improvement Responsibilities set forth in Exhibit "D," attached hereto and incorporated herein by reference at his sole expense. The OFFICER will engage a licensed contractor, pre-approved by the DISTRICT, to install and replace exterior fixtures and apparatuses that service the Residence including electrical wiring and lines, plumbing and water lines, and all appurtenant fixtures and apparatuses identified in Exhibit "D". The OFFICER will maintain a Monthly Improvement Log, Exhibit "G" with before and after pictures of completed improvements. The OFFICER will submit together with the Monthly Improvement Log an itemized receipt for all work undertaken by the contractor to complete the improvements reported that month. Updates will be provided to the DISTRICT'S Project Manager on the last day of each month. As improvements are completed the OFFICER will maintain all replaced items in good condition. The OFFICER has reviewed and accepted the identified improvements to the Residence depicted in Exhibit "D" to this Agreement. The DISTRICT has determined that the OFFICER is qualified to engage a licensed contractor to complete the improvements identified in Exhibit "D." The DISTRICT will not request additional improvements that are not referred to in this Agreement without the OFFICER'S consent, such consent not to be unreasonably withheld. The OFFICER agrees to complete all residential improvements within one year.

11. **COMMUNICATION.** The OFFICER must have access to a cellular phone and a portable two-way radio that must be tuned to state frequencies while performing duties under this Agreement. The OFFICER will provide the cellular phone number to the Project Manager.

12. **MEDIA RELEASE.** The OFFICER agrees not to initiate any oral or written media interviews, issue press releases or make any other public disclosure concerning this Agreement without the prior written approval from the DISTRICT. The OFFICER will notify the Project Manager before releasing any information to the news media regarding any activities occurring on District Lands or any other DISTRICT business.

13. **LAW COMPLIANCE.** The OFFICER will abide by all applicable federal, state, and local laws, rules, regulations, and guidelines, including but not limited to District Land Use Rules, Chapter 40D-9, Florida Administrative Code (F.A.C.), attached hereto as Exhibit "E", as may be amended from time to time. The OFFICER will abide by all applicable laws, rules, regulations, and guidelines of the law enforcement agency by which the OFFICER is employed.

14. **SCHEDULING.** Scheduling will be done, in advance, on a monthly basis. The OFFICER will submit a schedule to the Project Manager on the first day of each month that identifies the days and hours the OFFICER is available to work during the subsequent month. Each monthly schedule will be approved by the Project Manager.

15. **CONFLICT OF SCHEDULE.** The DISTRICT recognizes that the number of hours or the shift the OFFICER is available to work in an off-duty capacity may be limited by the OFFICER'S primary employment and other off-duty work obligations. The OFFICER will inform the DISTRICT as soon as possible when a schedule conflict develops. In the event of such a conflict, the OFFICER will be excused from the DISTRICT'S assigned schedule. The OFFICER may be rescheduled for the same number of off-duty work hours, according to the DISTRICT'S needs.

16. **ASSIGNMENT.** Except as otherwise provided in this Agreement, the OFFICER may not assign any of his rights or delegate any of his obligations under this Agreement without the prior written consent of the DISTRICT. If the OFFICER assigns his rights or delegates his obligations under this Agreement without the DISTRICT'S prior written consent, then the DISTRICT is entitled to terminate this

Agreement. If the DISTRICT terminates this Agreement, then the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.

17. **RESIDENCE.**

- a. The OFFICER agrees to live in the Residence in exchange for providing security services, patrolling District Lands and completing the residential improvements specified in paragraphs 6 and 10. The OFFICER will pay all costs resulting from the OFFICER'S occupation and use of the Residence, including but not limited to, charges for telephone, electricity, garbage, and utility service.
- b. The OFFICER will be responsible for maintaining the floors, ceilings, cabinets, interior doors, walls, and windows in a clean and well-kept condition. The OFFICER will also be responsible for minor repairs such as faucet leaks, light bulb replacement, fences, and other incidental expenses.
- c. Except as provided in Paragraph 10 above and Exhibit "D", the DISTRICT will provide, maintain, repair, and replace exterior fixtures and apparatuses which service the Residence including telephone lines, electrical wiring and lines, heating and air conditioning systems, gas lines, plumbing and water lines, roofs, structural damage, exterior insect treatment, wells and pumps, septic lines and tank, and all appurtenant concrete pads. The DISTRICT'S responsibility to provide, maintain, repair, and replace such fixtures will only extend to damage resulting from normal wear and tear, fire, water or acts of God. The OFFICER will promptly report any damage or necessary repair work to the DISTRICT to ensure damage to DISTRICT property is mitigated and repair costs are minimized. The OFFICER agrees to be responsible for the repair or replacement of those fixtures and apparatuses that are damaged because of the OFFICER'S actions or the actions of others for whom the OFFICER may be liable during the OFFICER'S performance under this Agreement.
- d. The OFFICER may not construct any additions, porches, make any other structural modifications or alterations to the Residence, or otherwise modify or alter the Residence or any other structures on District Lands, without the prior written approval of the DISTRICT or as provided for herein.
- e. The OFFICER will not keep as pets any animals other than normal domestic pets, such as a dog or cat unless otherwise authorized in writing by the DISTRICT. The domestic pets and any other animals authorized by the DISTRICT will not be allowed to roam free or create a nuisance and will be confined to the Residence. The OFFICER will be responsible for cleaning up after and repairing any damage caused by the OFFICER'S domestic pets or other authorized animals.

18. **INSPECTIONS.** The DISTRICT or its agents may, at any reasonable time or during the normal business hours of the DISTRICT, enter the Residence for the purpose of inspecting or making necessary repairs, including but not limited to installing or servicing electric, gas, septic tank, telephone, or water lines or other similar utility distribution lines, or managing or maintaining the District Lands and structures.

19. **INSURANCE.** During the term of this Agreement, the OFFICER must continuously maintain insurance coverage in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such

coverage. Certificates of insurance must reference the DISTRICT Agreement Number and the Project Manager. The OFFICER must submit proof of continuing coverage to the DISTRICT when requested during the term of this Agreement.

- a. Vehicle Liability Insurance, including owned, non-owned and hired auto vehicles with the following minimum limits and coverage:

Bodily Injury per Person	\$100,000
Bodily Injury per Occurrence	\$300,000
Property Damage Liability	\$50,000
	or
Combined Single Limit	\$300,000

- b. Tenant's Liability Insurance \$100,000

The DISTRICT and its employees, agents, and officers must be named as additional insureds on the OFFICER'S Liability Insurance policy to the extent of the DISTRICT'S interests arising from this Agreement.

20. **TAXES.** If any ad valorem taxes, intangible property taxes, personal property taxes, personal income taxes or other liens or taxes of any kind are assessed or levied lawfully on the Residence because of the OFFICER'S use of the Residence during the term of this Agreement, the OFFICER will pay all taxes, assessments, or liens, within ten (10) days after receiving written notice thereof from the DISTRICT. If the OFFICER fails to pay all taxes assessed or levied on the Residence within ten (10) days after receiving written notice thereof from the DISTRICT, the DISTRICT may, at its sole option, pay the taxes, assessments, or liens in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the DISTRICT subject to immediate reimbursement from the OFFICER. If the OFFICER fails to pay the taxes, assessments, or liens, then the DISTRICT may terminate this Agreement in accordance with paragraph 22 below.

21. **LIENS.** If the DISTRICT pays, or is compelled to pay, any money or do any act which requires the payment of money because the OFFICER has failed to perform any of the terms or conditions to be performed herein by the OFFICER, then the money paid by the DISTRICT, together with all interest allowed by law and attorney's fees and other expenses and obligations incurred by the DISTRICT, will be considered an obligation of the OFFICER with payment due immediately. This obligation of the OFFICER is collectible in the same manner and with the same remedies as if it had been a right originally reserved by the DISTRICT. The DISTRICT will not pay any money for which, under the provisions of this paragraph, it would be entitled to be reimbursed by the OFFICER, without giving the OFFICER five (5) days written notice of its intention to do so and without the OFFICER'S failure to make payment or do the acts required under this Agreement within the five-day notice period.

22. **TERMINATION.**

- a. Either party may terminate this Agreement without cause by giving 90 days written notice to the other party. Termination is effective on the 90th day from receipt of notice.
- b. The DISTRICT may terminate this Agreement immediately if in the DISTRICT'S opinion the OFFICER has committed any action that is inconsistent with the intent of this Agreement, the DISTRICT'S policies and procedures, or that results in damage to District Lands.
- c. The OFFICER must immediately advise the DISTRICT in writing of any change in the

OFFICER'S law enforcement status or termination of his employment as a certified law enforcement officer. The DISTRICT may terminate this Agreement upon notification of the OFFICER'S loss of law enforcement certification. Termination will be at the DISTRICT'S sole discretion and may be achieved upon immediate notification or upon providing 30 days written notice to the OFFICER, whichever the DISTRICT deems appropriate.

- d. If the OFFICER abandons or vacates the Residence without notice to the DISTRICT, the DISTRICT, at its sole option, may immediately terminate this Agreement.
- e. This Agreement may be terminated if contractual obligations result in a frequent or continuing conflict with the duties of the OFFICER'S primary employment or other off-duty law enforcement obligations.
- f. The DISTRICT'S right to terminate this Agreement under the circumstances set forth in this paragraph 22 is in addition to any other rights and remedies provided by law or this Agreement.

23. **SURRENDER OF RESIDENCE.** Upon termination of this Agreement, the OFFICER will surrender the Residence to the DISTRICT in the same repair and condition as on the effective date hereof, except for the items improved in accordance with this Agreement and ordinary wear and tear. Upon termination of this Agreement, the OFFICER will also deliver to the DISTRICT all property of the DISTRICT in the OFFICER'S possession, including but not limited to all keys to the Residence and to the gates on District Lands.

24. **PERSONAL PROPERTY DAMAGE.** The OFFICER will be responsible for all loss or damage to the OFFICER'S personal property by any cause whatsoever, including but not limited to theft, vandalism, sewage system failure, fire, flooding, hurricane, or act of God. The OFFICER will not be responsible for any loss or damage to the OFFICER'S personal property caused by the negligence of the DISTRICT'S agents, employees, or representatives.

25. **FAILURE TO RETURN OR REMOVE PROPERTY.** If the OFFICER fails to surrender the Residence or return all DISTRICT property, the DISTRICT will take all appropriate legal action to obtain its property. If the OFFICER abandons personal property at the Residence, then the DISTRICT, at its sole option, may remove such personal property. The OFFICER will be solely responsible for any costs incurred by the DISTRICT in the removal of the OFFICER'S abandoned personal property from the Residence, and the DISTRICT will not be liable for any damage to personal property resulting from such removal.

26. **INDEMNIFICATION.** The OFFICER agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all injuries, deaths, losses, liabilities, claims, damages, judgments, expenses or actions, either at law or in equity, including attorney fees and costs, attorney fees and costs on appeal, and the costs of paraprofessionals working under the supervision of an attorney, caused or incurred, in whole or in part, as a result of any act or omission by the OFFICER or anyone for whose acts or omissions the OFFICER may be liable during the OFFICER'S performance under this Agreement. Nothing contained herein will constitute a waiver of the DISTRICT'S sovereign immunity under section 768.28, Florida Statutes, or to extend the limits of liability or recovery under section 768.28, Florida Statutes. This provision will survive the termination of this Agreement.

27. **FORCE MAJEURE.** The OFFICER is not excused or released from performing any of the acts, agreements, covenants, obligations or promises to comply with the terms and conditions of this Agreement if the DISTRICT is unable, prevented, or delayed in providing, maintaining, or repairing utility

services at the Residence due to conditions or causes beyond the DISTRICT'S control, including but not limited to natural disasters, government restrictions, and national or state emergencies.

28. **VENUE AND APPLICABLE LAW.** All claims, counterclaims, disputes, and other matters in question between the Parties to this Agreement, arising out of or relating to this Agreement or the breach of it, will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and venue will lie exclusively in Hillsborough County.

29. **REMEDIES.** Unless specifically waived by the DISTRICT, the OFFICER'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT due to said breach will be borne by the OFFICER. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the OFFICER'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the OFFICER.

30. **ATTORNEY FEES.** Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorney fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under section 768.28, Florida Statutes. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in section 768.28, Florida Statutes.

31. **THIRD PARTY BENEFICIARIES.** Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

32. **DISCRIMINATION.** Pursuant to subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By signing this Agreement, the OFFICER warrants that the OFFICER is not currently on the discriminatory vendor list and that the OFFICER has not been placed on the discriminatory vendor list in the past 36 months. The OFFICER further agrees to notify the DISTRICT if placement on this list occurs.

33. **ENFORCEABILITY.** If any term or condition of this Agreement is held to be invalid or unenforceable under applicable law, all the remaining terms and conditions hereof will not be affected thereby but will remain in full force and effect.

34. **ENTIRE AGREEMENT.** No agreement or understanding, oral or in writing, unless incorporated herein, will be binding upon the Parties.

35. **MODIFICATIONS.** This Agreement and the attached exhibits listed below constitute the entire agreement between the Parties and, unless otherwise provided herein, may be amended only in writing, signed by the Parties to this Agreement.

36. **DOCUMENTS.** The following documents are attached hereto and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," Map of the District Lands, then to Exhibit "B," Residence, then to Exhibit "C," Scope of Security Responsibilities, then to Exhibit "D," Scope of Improvement Responsibilities, then to Exhibit "E," District Land Use Rules, then to Exhibit "F," Monthly Patrol Log, and then to Exhibit "G," Monthly Improvement Log.

Exhibit "A" – Map of the District Lands
Exhibit "B" – Residence
Exhibit "C" – Scope of Security Services
Exhibit "D" – Scope of Improvement Responsibilities
Exhibit "E" – District Land Use Rules
Exhibit "F" – Monthly Patrol Log
Exhibit "G" – Monthly Improvement Log

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____ Date

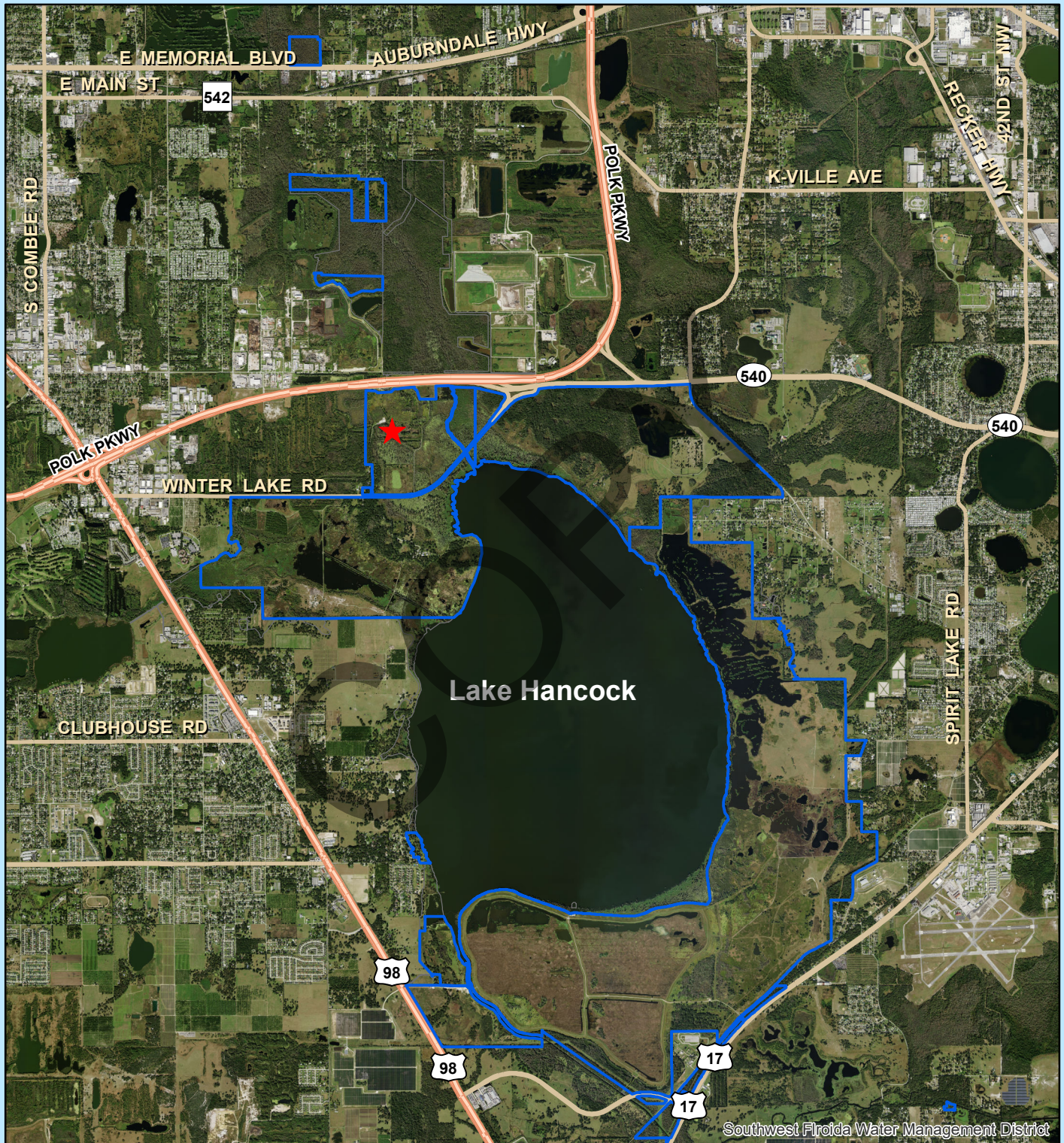
Kelly S. Rice, Governing Board Chair

OFFICER

By: _____ Date

Tracy Bontrager

**Exhibit A - Map of the District Lands
Resident Security Lease - Lake Hancock
SWF Parcel No. 20-503-260X**



Southwest Florida
Water Management District

Legend

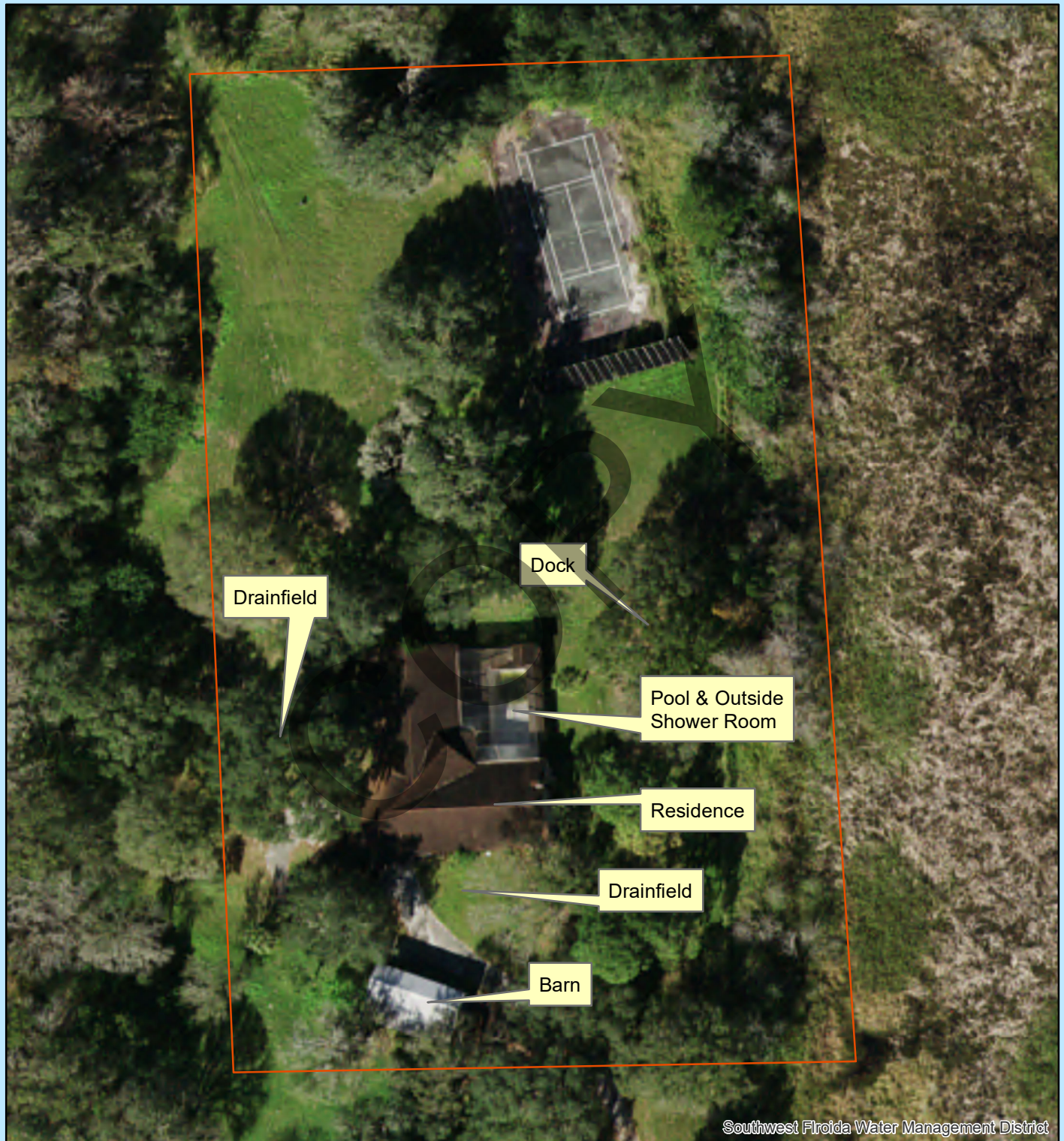
- District Lands
- ★ Security Residence

0 2,750 5,500 11,000
Feet

Land Resources
March 4, 2021
Aerial Date - 2020



**Exhibit B - Residence
Lake Hancock Security Lease
SWF Parcel No. 20-503-260X**



Southwest Florida
Water Management District

Legend

— Lease Area

0 25 50 100 Feet

Land Resources
May 5, 2021
Aerial Date - 2020



EXHIBIT C

SCOPE OF SECURITY RESPONSIBILITIES

The OFFICER will fulfill security responsibilities and patrol District Lands. The OFFICER'S responsibilities will include, but will not be limited to, the following:

- a. Interrupt or prevent unauthorized and illegal activities while patrolling District Lands for an average of 15 hours per month.
- b. Patrol areas on District Lands that include, but are not limited to, entry points, boundary fences, structures, property interior, campgrounds, and recreational trails. Patrols will be conducted using a means of transportation with the capacity to traverse extreme terrain, i.e., a four-wheel drive or all-terrain vehicle, bicycle, horseback, or other means of transportation appropriate for a specific patrol area. If permitted by an off-duty employment or vehicle authorization or other appropriate form of consent from the law enforcement agency by which the OFFICER is employed, then the OFFICER will patrol District Lands in a marked patrol vehicle whenever possible. The OFFICER will immediately report any condition, situation, or incident that creates or presents a danger to the public, District Lands, or DISTRICT property.
- c. Enforce federal, state and local laws, rules, regulations and guidelines, including but not limited to the District Land Use Rules, Chapter 40D-9, F.A.C.
- d. Monitor structures and other DISTRICT property to prevent theft and vandalism.
- e. Respond to and manage any emergency situation occurring on District Lands when observed by the OFFICER or requested by the DISTRICT until DISTRICT personnel are available to assume responsibility of the emergency situation.
- f. Report fires immediately to the Project Manager by telephone.
- g. Document patrol hours and activities observed during each patrol utilizing the Monthly Patrol Log provided by the DISTRICT. In the Monthly Patrol Log, the OFFICER will record the number of contacts with the public, the activity in which the member or members of the public were engaged, each incidence of vandalism, fire, or property damage, any unusual situation or occurrence encountered by the OFFICER, and any other information the OFFICER deems relevant. The OFFICER will also include a brief narrative statement of the patrol activities and observations made during each patrol in the Monthly Patrol Log. On the first day of each month, the OFFICER will submit the Monthly Patrol Log documenting the preceding month's activities, including any activities observed during any partial month, to the Project Manager.
- h. Participate in periodic meetings as requested by the DISTRICT.

EXHIBIT D
SCOPE OF IMPROVEMENT RESPONSIBILITIES

NO.	DESCRIPTION	VALUE
1	Replace main water heater and outlet	\$760
2	Replace outside shower room and leaking sink faucet	\$150
3	Replace missing covers on both dryer outlets	\$80
4	Replace front door light fixture and wiring	\$180
5	Replace front door bathroom faucet and toilet valve/flapper	\$220
6	Replace living room outlet near sliding glass door	\$80
7	Replace master bath toilet flapper valve and sink faucet	\$220
8	A) Replace two kitchen sliding glass door handles and screens B) Replace main kitchen faucet, garbage disposal and island kitchen faucet C) Install water shut off valve on refrigerator ice maker line and replace light fixture/outlet	\$1,420
9	Replace family room ceiling fan and wiring, install log rack in fireplace	\$230
10	Replace faucet, toilet valve and tank in bedrooms 4 & 5 shared bathroom	\$780
11	Replace water damaged wooden sink cabinet and replace toilet valve in bedrooms 2 & 3 shared bathroom	\$70

EXHIBIT D
SCOPE OF IMPROVEMENT RESPONSIBILITIES (Continued)

12	Replace bedroom 2 ceiling fan	\$230
13	Clean Roof	To be performed by OFFICER
14	Pressure wash exterior of the house	To be performed by OFFICER
15	A) Replace pool area floor drain cover, in-ground pool equipment cover, electric panel cover and time clock cover B) Remove and dispose of outside spotlight and wiring	\$100
16	Post dock house with no trespassing signage.	To be performed by OFFICER
17	A) Replace barn electrical panel cover and electrical outlet B) Replace broken light fixture C) Cap off lines for inoperable ice maker D) Install junction box on all wiring splices	\$270
18	Post drain fields to stop vehicles from driving on them with District approved signage	To be performed by OFFICER
19	Replace loose tiles over safe in master bath floor	\$110
20	Replace front electrical closet door hinges	\$120
21	Clean dryer vent	\$100
22	Clean and remove algae and debris from pool	To be performed by OFFICER

EXHIBIT E

CHAPTER 40D-9 DISTRICT LAND USE RULES

40D-9.021	Definitions
40D-9.101	Recreational Land Use Policy (Repealed)
40D-9.110	Scope and Applicability (Repealed)
40D-9.111	Access to and Closures of District Lands
40D-9.120	Commercial Recreational Activities
40D-9.130	Recreational Fishing
40D-9.131	Commercial Fishing
40D-9.140	Hiking
40D-9.150	Equestrian Activities; Use of Saddle Animals
40D-9.160	Bicycling
40D-9.170	Hunting
40D-9.171	Trapping
40D-9.180	Swimming
40D-9.181	Diving
40D-9.190	Dogs, Cats, or Other Animals
40D-9.191	Plant or Animal Removal, Destruction, or Harassment
40D-9.192	Introduction of Plants and Animals to District Lands
40D-9.200	Archaeological or Cultural Resources Removal, Alteration, or Destruction
40D-9.210	Disposal or Discharge of Waste
40D-9.220	Destruction, Removal, or Alteration of District Owned Facilities or Equipment
40D-9.230	Potentially Dangerous Equipment
40D-9.231	Fireworks and Explosives
40D-9.240	Posting or Distributing Bills
40D-9.250	Fires
40D-9.260	Camping
40D-9.270	Use of Motorized Vehicles, Recreational Vehicles, Boats, and Aircraft
40D-9.280	Unauthorized Facilities or Structures
40D-9.290	Other Uses; Use of Alcoholic Beverages on District Lands Prohibited
40D-9.300	Trespass After Notice (Repealed)
40D-9.310	Penalties (Repealed)
40D-9.320	Conflicting Rules
40D-9.330	Special Use Authorization

40D-9.021 Definitions.

When used in this part:

- (1) “Commercial” activities means selling or offering to sell any merchandise or service including those derived from the consumptive or non-consumptive recreational use of District Lands including, but not limited to, providing guide services or tours, or providing rental vehicles or animals for use on District Lands.
- (2) “Camping” means to use a vehicle, tent, or shelter, or to arrange bedding or both with the intent to stay overnight.
- (3) “Concession” means the privilege to establish a commercial operation or business on District Land.
- (4) “Designated road” means any road, path, land, or trail designated by name or number for public vehicular travel.
- (5) “District” means the Southwest Florida Water Management District, operating under the authority of Chapter 373, F.S.
- (6) “District Lands” means any real property in which the District has an equitable or legal interest that allows the District to possess or regulate entry upon the property.
- (7) “Entry point” means a designated location or boundary for public access to District Lands.
- (8) “Facility” or “Structure” means any object placed on District Lands, which is intended to be permanently attached to the land, or which would be considered a fixture under Florida Law.

(9) “Fireworks” means any device as defined in Chapter 791, F.S.

(10) “Mobility impaired persons” means a person eligible for a disabled person exemption parking permit pursuant to Section 320.0848, F.S.

(11) “Motorized Vehicle” means any vehicle, which travels over land and is partially or completely powered by a motor, as well as animal-drawn carriages and buggies.

(12) “Natural resource” means land, water, soils, flora, and fauna.

(13) “On foot” means activities such as hiking and jogging where travel is by foot only and does not involve any type of device, apparatus, or other means of enhancing mobility.

(14) “Recreational purposes” means resource-based outdoor recreational activities including, but not limited to, fishing, hunting, horseback riding, bicycling, swimming, camping, hiking, canoeing, boating, diving, wildlife watching, sailing, and jogging.

(15) “Recreational site” means an improved or unimproved site established to facilitate public use.

(16) “Resource-based” means an activity that depends on natural resources for its occurrence such as fishing, boating, camping, wildlife study, or hunting.

(17) “Special Use Authorization” means the granting of a privilege to go on or use District Lands for a certain purpose without conveying any property or possessory interest.

Rulemaking Authority 373.044, 373.113, 373.1391 FS. Law Implemented 259.105, 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.101 Recreational Land Use Policy.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.

40D-9.110 Scope and Applicability.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.

40D-9.111 Access to and Closures of District Lands.

(1) District Lands shall be open to the public during daylight hours only, unless otherwise posted.

(2) Public Access to District Lands is provided at designated entry points from public roadways. District Lands may be accessed from any adjacent waterway or waterbody at any point, unless otherwise posted.

(3) District Lands may be closed to public use during certain hours or for certain periods of time when such closure is necessary due to emergency conditions such as floods, severe weather events, and wildfires; or during prescribed burns, construction, or other land management activities if such activity presents a danger to the public. If a governmental entity other than the District is conducting the activity, that entity shall close District Lands with the concurrence of the District pursuant to this subsection.

(4) District Lands may be closed to public use in areas undergoing construction or restoration, or subject to other land or water management activities, where necessary to protect the site.

(5) District Lands may be closed to public use when such action is necessary to protect the water, natural or cultural resources of such lands.

(6) District Lands may be closed to public use when necessary to conduct research, studies, or data collection that has been approved or sponsored by the District.

(7) The District shall provide notice by signs when District Lands are closed for public use.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.120 Commercial Recreational Activities.

Any entity planning to conduct a commercial recreational activity consistent with these rules on District Lands shall contact the District and provide the following information prior to entry upon District Lands:

(1) Name of business and owner,

(2) Address of business and owner,

(3) Type of activity to be conducted on District Lands,

- (4) Number of participants in the activity, and
- (5) Duration of the activity.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.130 Recreational Fishing.

Recreational fishing as authorized and regulated by the Florida Fish and Wildlife Conservation Commission is allowed on District Lands except where specifically restricted by signs. The Florida Fish and Wildlife Conservation Commission requires any person engaging in recreational fishing to have appropriate fishing licenses in their possession, unless exempted by the Commission.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.131 Commercial Fishing.

Commercial fishing is prohibited on all District Lands unless authorized by a Special Use Authorization.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.140 Hiking.

Hiking is allowed on District Lands except where specifically restricted by signs. For the purposes of this subsection, hiking shall include jogging, wildlife watching, or any other activity where travel is by foot only and does not involve another activity described in this chapter.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.150 Equestrian Activities; Use of Saddle Animals.

(1) Equestrian activities and the use of saddle animals other than horses are allowed on District Lands, on designated trails or areas.

(2) The responsible party for each saddle animal on District Lands shall carry proof of negative Coggins test administered within the last twelve months for each such saddle animal while on District Lands.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.160 Bicycling.

Bicycling is allowed on District Lands only on designated trails or areas.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.170 Hunting.

Hunting is allowed on District Lands designated by the District. Under cooperative agreements with the District, the Florida Fish and Wildlife Conservation Commission (Commission) regulates and manages recreational hunting on District Lands designated as Type I Wildlife Management Areas. The Commission requires any person engaging in recreational hunting to have a valid hunting license and a wildlife management area stamp in their possession, unless exempted by the Commission. On District Lands not designated as Type I Wildlife Management Areas, the District allows hunting by permit where hunting is part of the site-specific management plan developed or authorized by the District. The District shall issue permits for specifically authorized hunts on District Lands and shall limit the number of permits based upon the conservation management goals and objectives contained within the specific management plan for the property. Any person engaging in hunting on District Lands during such authorized hunts must have in their possession a valid hunting license and a District permit.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 7-6-10.

40D-9.171 Trapping.

Trapping on District Lands is prohibited except by Special Use Authorization.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.180 Swimming.

Swimming is allowed on District Lands only in designated areas unless authorized by a Special Use Authorization.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.181 Diving.

Scuba diving, or the use of underwater breathing apparatus of a similar nature, is prohibited on District Lands unless authorized by a Special Use Authorization. A person issued a Special Use Authorization to perform a dive from District Lands shall submit a report informing the District of any scientific or archaeological evidence discovered during the dive within 30 days after completing the dive. To receive a Special Use Authorization for diving, the applicant must satisfy the requirements contained in Rule 40D-9.330, F.A.C., and must provide reasonable assurances that:

- (1) The dive is for a scientific or resource investigation purpose; and
- (2) The person performing the dive is certified for the type of dive to be performed.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.190 Dogs, Cats, or Other Animals.

Dogs and horses are allowed on District Lands only in designated areas. Dogs must be leashed or caged at all times unless they are authorized as part of an approved hunting program or authorized by a Special Use Authorization. Other types of domesticated animals, such as cats, are prohibited on District Lands.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.191 Plant or Animal Removal, Destruction, or Harassment.

All plants and animals on District Lands are protected. Removing, destroying, or harassing animals or plants from or on District Lands is prohibited except for specifically authorized research efforts, hunting and fishing activities authorized by permit or Special Use Authorization, or District initiated removals associated with reforestation, control of exotic or nuisance species, silvicultural timber harvests or other land management activities.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.059 FS. History—New 7-20-04.

40D-9.192 Introduction of Plants and Animals to District Lands.

The introduction or release of any plant or animal on District Lands is prohibited unless done pursuant to a District initiated land management or restoration activity.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.200 Archaeological or Cultural Resources Removal, Alteration, or Destruction.

All archaeological and cultural resources on District Lands are protected. Removal, alteration or destruction of archaeological or cultural resources is prohibited on District Lands unless authorized by a Special Use Authorization. The District shall consult the Florida Department of State, Division of Historical Resources, prior to authorizing the removal, alteration or destruction of any archaeological or cultural resources on District Lands. Archaeological or cultural resources means associated physical remnants and features contained in the ground including artifacts, fossils, bones, shell mounds, or primitive culture facilities or items. Any person discovering archaeological or cultural resources on District Lands shall notify the District of such discovery within 24 hours.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.210 Disposal or Discharge of Waste.

The disposal or discharge of any waste outside of designated waste collection facilities is prohibited on District Lands. The disposal of oil, gasoline or other hazardous substances is prohibited on District Lands.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.220 Destruction, Removal, or Alteration of District Owned Facilities or Equipment.

The destruction, removal or alteration of any District owned facilities, vehicles or other equipment is prohibited on District Lands. District owned facilities and equipment include but are not limited to water control structures, scientific study plots, photo points, transect lines, survey markers, public buildings, towers, recorders, gauges, signs, gates, fences and monuments.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.230 Potentially Dangerous Equipment.

The possession or use of potentially dangerous equipment on District Lands, as set forth below, is prohibited except:

- (1) For hunting purposes during specifically authorized hunts;
- (2) For District initiated land management activities;
- (3) As authorized by a Special Use Authorization.

Potentially dangerous equipment includes blow guns, crossbows, spear guns, or other devices capable of mechanically propelling an arrow, spear, or similar projectile. The use of paintball guns, paintball markers, and paintball equipment on District Lands is prohibited. Paintball equipment includes, but is not limited to: paint balls, paint gun refillable gas tanks, paint gun propellant canisters, and targets.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 7-15-12.

40D-9.231 Fireworks and Explosives.

The possession or discharge of any fireworks or explosives on District Lands is prohibited unless authorized by a Special Use Authorization.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.240 Posting or Distributing Bills.

Distributing any handbills or circulars or posting, placing, or erecting any bills, notices, papers, signs or advertising devices or informational matter of any kind, excluding District or managing agency notices, is prohibited on all District Lands unless authorized by a Special Use Authorization.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.250 Fires.

Igniting any fire on District Lands is prohibited except for District authorized prescribed burns, campfires in designated camping areas, or fires authorized by a Special Use Authorization.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

40D-9.260 Camping.

- (1) Camping is allowed on District Lands at designated sites by permit only.
- (2) Camping using a motorized vehicle is allowed on District Lands only in camping sites designated for this purpose. The use of a motorized vehicle is subject to Rule 40D-9.270, F.A.C.
- (3) The District shall grant a permit for camping on District Lands with or without using motorized vehicles, subject to the following conditions:

- (a) The District is given ten days prior written notice of the camp;
- (b) The ten day prior written notice is delivered to:

Southwest Florida Water Management District

Land Use and Protection Section

Land Resource Department

2379 Broad Street, Brooksville, FL 34604-6899

- (c) The campground capacity is not exceeded by the proposed camping activity.
- (4) The length of stay for camping authorized by this section shall be no greater than seven continuous days.

40D-9.270 Use of Motorized Vehicles, Recreational Vehicles, Boats, and Aircraft.

(1) Motorized vehicles that are licensed for Florida highway use are allowed on District Lands in designated areas. Use of all-terrain, off-road, or other motorized vehicles not licensed for Florida highway use is prohibited on District Lands except by a Special Use Authorization for access by mobility impaired persons. Special Use Authorizations for access by mobility impaired persons shall be issued by the Land Resources Director or the Director's designee pursuant to Rule 40D-9.330, F.A.C.

(2) Motorized vehicles licensed for Florida highway use shall be operated by licensed drivers only on roads designated as open for motorized vehicles.

(3) Motorized vehicles shall not exceed posted speed limits. If no speed limit is posted, the speed limit shall be 20 miles per hour.

(4) Boating is allowed on all District-owned waterways (canals, impoundments, etc.) subject to the following:

(a) Boats traveling within 500 feet of any District structure or levee shall not exceed idle speed unless otherwise indicated by signs.

(b) Boats shall not be operated in a manner which would damage plants, animals or other environmental resources.

(c) Boat use shall be limited to designated boat trails except in areas posted as open for boats.

(d) The District shall prohibit or limit boating in areas for public safety, resource protection, and protection of District facilities or equipment. Boating shall be limited by engine horsepower, speed, or vessel type as necessary for public safety, resource protection, or protection of District facilities or equipment, and these limitations shall be specific to each water body. Areas closed to boating and boating limitations shall be designated by signs.

(e) The mooring of any boat on any District Lands for more than 24 continuous hours is prohibited, unless otherwise posted.

(5) Boats on trailers shall only be launched from areas designated by signs.

(6) For the purposes of this section, the term "boating" includes both motorized and non-motorized boats.

(7) Taking off or landing aircraft on District Lands is prohibited unless authorized by a Special Use Authorization.

40D-9.280 Unauthorized Facilities or Structures.

(1) Constructing, erecting or maintaining any facility or any other structure of a permanent or semi-permanent nature on District Lands is prohibited unless authorized by a Special Use Authorization.

(2) Any unauthorized facility or structure discovered on District Lands shall be removed according to the following procedure:

(a) Upon discovery of the unauthorized facility or structure, District staff will post a notice on such facility or structure, for a period of 30 days, informing the owner that such facility or structure is not authorized on District Lands and that the owner must remove such facility or structure.

(b) The owner of an unauthorized facility or structure must remove such facility or structure within 30 days after the posting of the District notice.

(c) If the owner of the unauthorized facility or structure fails to remove such facility or structure within 30 days after posting of the District notice, the District will remove such facility or structure from District Lands or claim such facility or structure as District property. The District may seek reimbursement of costs for removal of any unauthorized facility or structure from the owner of such facility or structure.

40D-9.290 Other Uses; Use of Alcoholic Beverages on District Lands Prohibited.

(1) Any recreational use of District Lands not authorized by this chapter is prohibited.

(2) The use of alcoholic beverages on District Land is prohibited.

(a) The sale and use of alcoholic beverages may be allowed on District Land that is cooperatively managed by another agency or local government when that agency or local government has adopted a rule or ordinance that allows the sale and use of alcoholic beverages in parks or facilities owned or managed by the agency or local government and makes such a request in writing.

(b) The rule or ordinance must, at a minimum, require \$1,000,000 liquor liability insurance, and the agency or local government must agree in writing to indemnify and hold the District harmless from any claims of liability resulting from events authorized by the agency or local government pursuant to its rule or ordinance at which alcoholic beverages are sold or used on District Land.

(c) If the conditions of paragraphs (a) and (b) are not met, the District shall deny a request by an agency or local government to allow the use of alcoholic beverages on District Land.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 9-11-11.

40D-9.300 Trespass After Notice.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.

40D-9.310 Penalties.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.

40D-9.320 Conflicting Rules.

If an agency or local government has entered into a cooperative land management agreement with the District regarding specific District Lands, the District's Land Use Rules shall apply if in conflict with the rules of the agency or local government unless the cooperative land management agreement addresses a specific land use, then the terms of the cooperative land management agreement shall apply.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 9-11-11.

40D-9.330 Special Use Authorization.

(1) A person must apply for a Special Use Authorization to use District Lands for activities not specifically provided for in this chapter.

(2) To receive a Special Use Authorization the applicant must provide reasonable assurance that:

(a) The requested use is natural resource-based,

(b) The requested use will not permanently alter District Lands or involve the placing of any structure or facility on District Lands,

(c) The requested use is consistent with the management plan for the District Lands involved,

(d) The requested use will not harm the environmental or historical resources of the District Lands,

(e) The requested use will not cause unreasonable expense to the District,

(f) The requested use will not create a substantial risk of liability to the District,

(g) The requested use will not harm any dam, impoundment, works, water control structures, roads, or District owned facilities or equipment,

(h) The requested use will not interfere with District water management, leased, licensed, or authorized uses of the land, and

(i) The requested use will not interfere with any other use allowed by the rules in this chapter.

(3) The District shall impose upon any Special Use Authorization issued pursuant to this chapter such reasonable conditions as are necessary to assure that the use or activity authorized will meet the criteria set forth in this chapter.

(4) The Governing Board delegates to the Land Resources Director or a person designated by the Director, the authority to issue or revoke Special Use Authorizations pursuant to this section.

(5) Any person may apply for a Special Use Authorization according to the following procedure:

(a) Submit request to:

Southwest Florida Water Management District
Land Use and Protection Section
Land Resource Department
2379 Broad Street
Brooksville, FL 34604-6899

(b) If the requested use will create a substantial risk of liability to the District, the applicant can mitigate substantial risk of liability by:

1. Providing proof of liability and property damage insurance naming the District as an additional insured in an amount sufficient to cover the cost of the liability which is posed to the District, or

2. Providing waivers or releases of liability sufficient to eliminate the liability, which is posed to the District.

(c) The application shall be reviewed by the Land Resources Department for compliance with the criteria listed in this section and a recommendation regarding the application forwarded to the Land Resources Director.

(d) If the requested use satisfies all of the criteria set forth in this section, the Land Resources Director, or the Director's designee, shall issue the Special Use Authorization.

(e) If the requested use does not meet the criteria set forth in this section, the Land Resources Director, or the Director's designee, shall deny the Special Use Authorization application.

(f) The District's notices of intent to issue or deny a Special Use Authorization shall be governed by Chapter 28-106 and Rule 40D-1.1010, F.A.C.

(6) Any person receiving a Special Use Authorization from the District must have the Special Use Authorization in their possession at all times while on District Lands.

(7) The Land Resources Director, or the Director's designee, shall revoke a Special Use Authorization if the grantee violates the conditions of the authorization or engages in a use not specifically authorized.

(8) A Special Use Authorization does not eliminate the necessity to obtain any required federal, state, or local approval or permit prior to the start of any authorized use.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.

PATROLLING PERIOD:

DATE	TIME		HOURS	USERS		PATROL AREA	WARNINGS	CITATIONS	ARRESTS	VEHICLE TYPE
	BEGIN	END		NUMBER	ACTIVITY					
TOTAL			0	0			0	0	0	0

[illegible]

Verified

DATE _____

Exhibit G



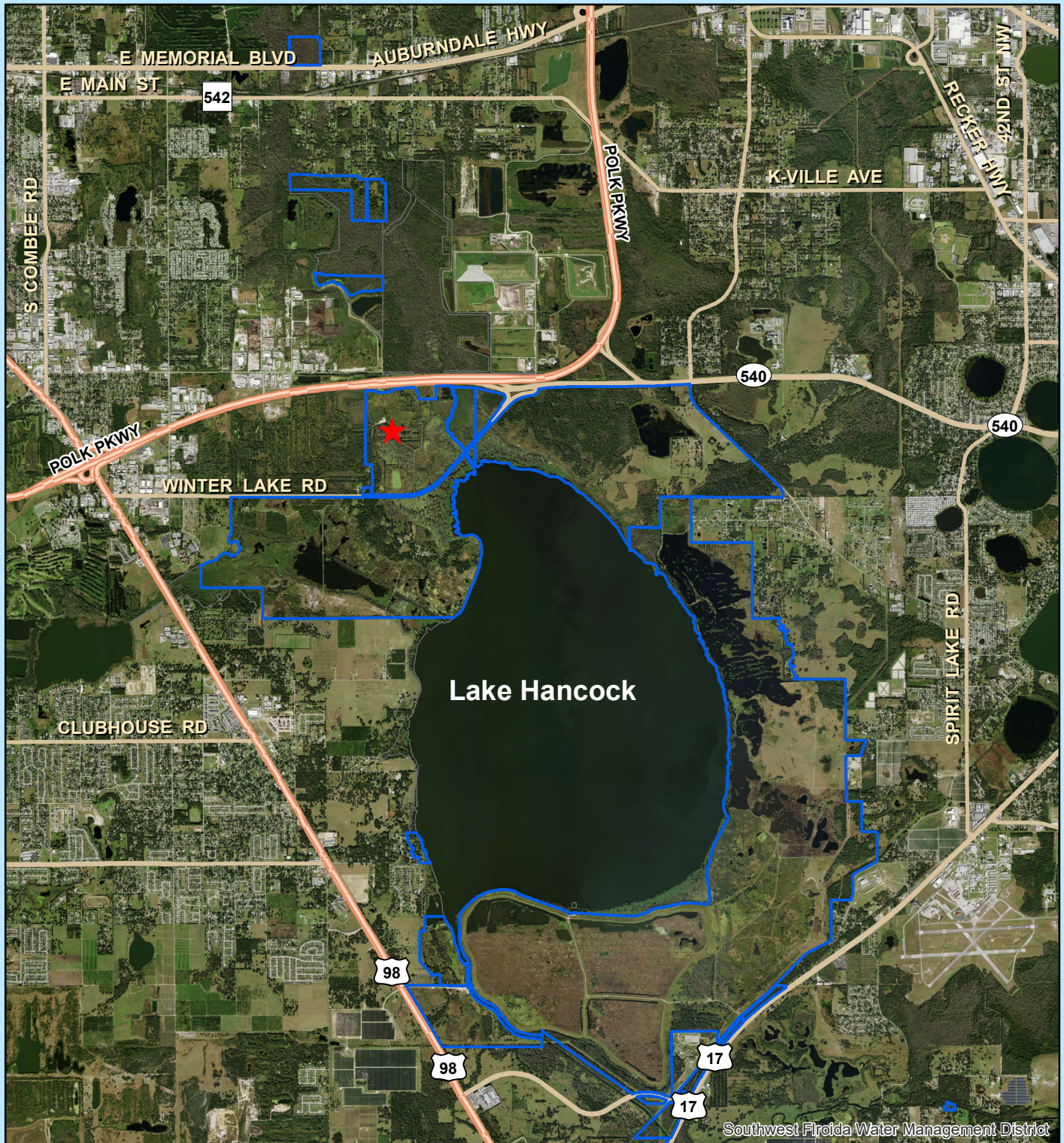
MONTHLY IMPROVEMENT LOG

REPORTING OFFICER:

REPORTING MONTH:

DATE	DESCRIPTION OF IMPROVEMENT	ESTIMATED COST	PARTS AND SUPPLIES USED

**Exhibit 2 - General Location Map
Resident Security Lease - Lake Hancock
SWF Parcel No. 20-503-260X**



Southwest Florida
Water Management District

Legend

- District Lands
- ★ Security Residence

0 2,750 5,500 11,000
Feet

Land Resources
March 4, 2021
Aerial Date - 2020



CONSENT AGENDA

June 22, 2021

Operations, Lands and Resource Monitoring Committee: Easement for CFWI Crooked Lake Site - SWF Parcel No. 20-020-165 and 20-020-166

Purpose

The purpose of this item is to recommend the Governing Board accept a donation, consisting of a perpetual easement (Easement) interest for two approximate 100-square foot (10-feet X 10-feet) well site and related 10-foot-wide access areas within a parcel of land owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in Polk County. This site is needed for the installation and long-term monitoring of two surficial aquifer monitor wells as well as two wetland transect field assessments. A general location map, site map and Easement are included as Exhibit 1, 2 and 3.

Background/History

The CFWI is a collaborative water supply planning effort designed to identify sustainable water sources and develop strategies to address water demands within a five-county region in east-central Florida. As part of the District's role in this effort, additional groundwater data collection sites are being pursued to support adoption and maintenance of minimum lake levels (MLL) at lakes within the Polk Uplands and Lake Wales Ridge. Aquifer monitoring near MLL lakes is essential to enhancing the District's understanding of these lakes and will be used to correlate changes in lake water levels with changes in aquifer water levels due to groundwater withdrawals. Such data is necessary to ensure compliance with adopted minimum lake levels. The Crooked Lake Wildlife Environmental Area site is scheduled to be constructed in FY2022. District staff inspected the subject site and appropriate wetland monitoring locations were identified. The site will consist of two monitor wells and two wetland monitoring transects in each transect field assessment area. The Florida Fish and Wildlife Conservation Commission, who manages the Crooked Lake Wildlife Environmental Area, is in support of this project. The surficial aquifer wells are being installed and wetland assessments are being performed in accordance with the CFWI Data Monitoring and Investigation Team's FY2020-FY2025 Hydrogeologic Work Plan Update.

Benefits/Costs

Data gathered from the Crooked Lake Wildlife Environmental Area well will improve the District's understanding of the hydrogeologic framework of central and eastern Polk County, enhance groundwater modeling and provide for assessment of potential withdrawal-related impacts to water resources within the District and the CFWI area. Acceptance of this donation will reduce the time and cost of acquisition by allowing the District to immediately access, construct, maintain and monitor one surficial aquifer monitor well at this location and perform wetland assessments. The District's transactional costs have been estimated to be less than \$2,000. Contracted well construction costs are estimated to be \$8,500 due to the anticipated depth to the surficial aquifer in this area. The data collection and maintenance costs are estimated to be \$233 annually.

Deliverables

District will provide the data collected from the data collection site to the managing agency per the Easement Agreement.

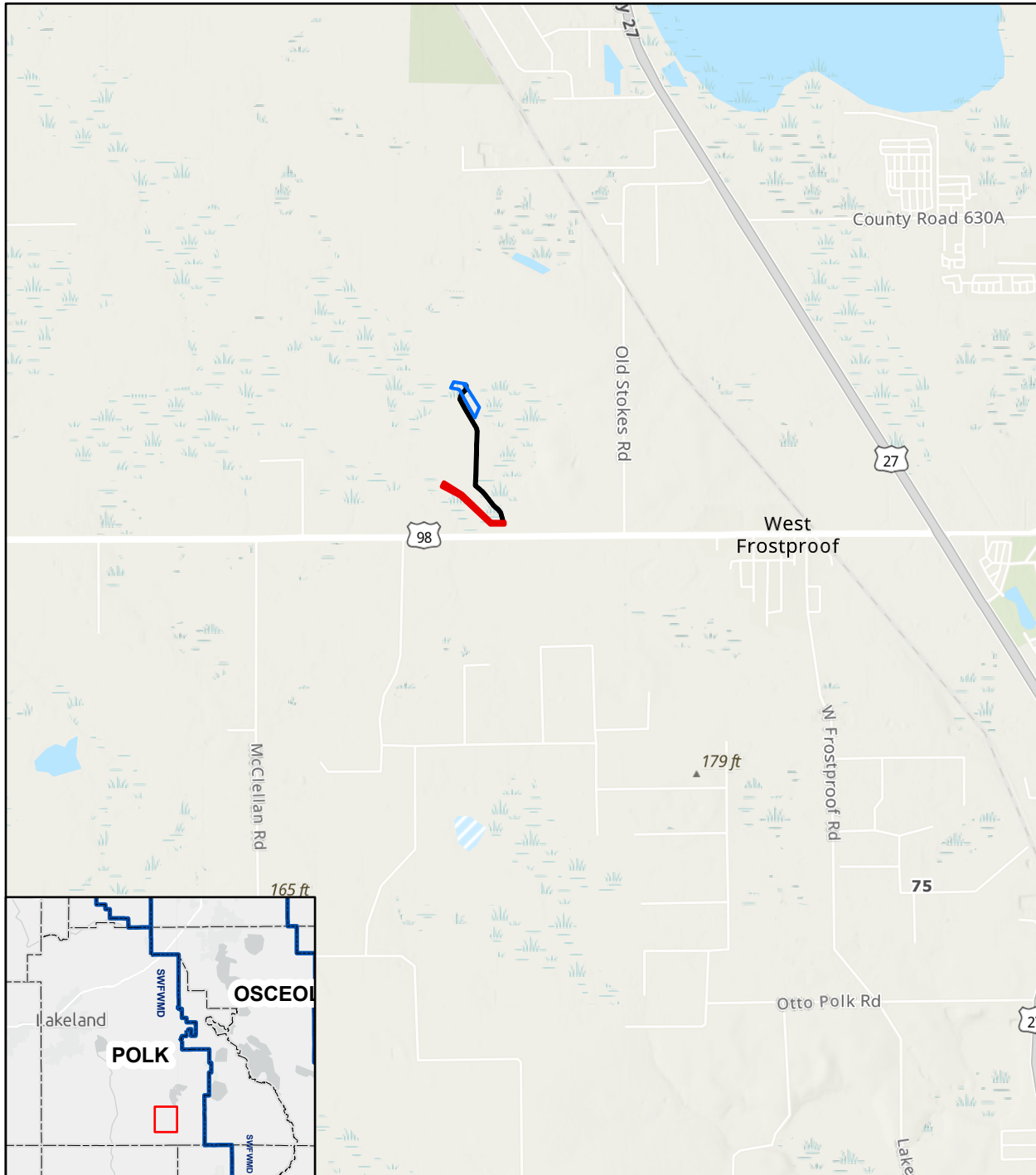
Staff Recommendation:

Approve, accept, and authorize the Executive Director to sign the Easement Agreement on the behalf of the District.

Presenter:

Ellen Morrison, Land Resources Bureau Chief

Exhibit 1 Crooked Lake WEA 1 and 2 - CFWI Location Map



University of South Florida, FDEP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, Esri, NASA, NGA, USGS, FEMA, University of South Florida, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS

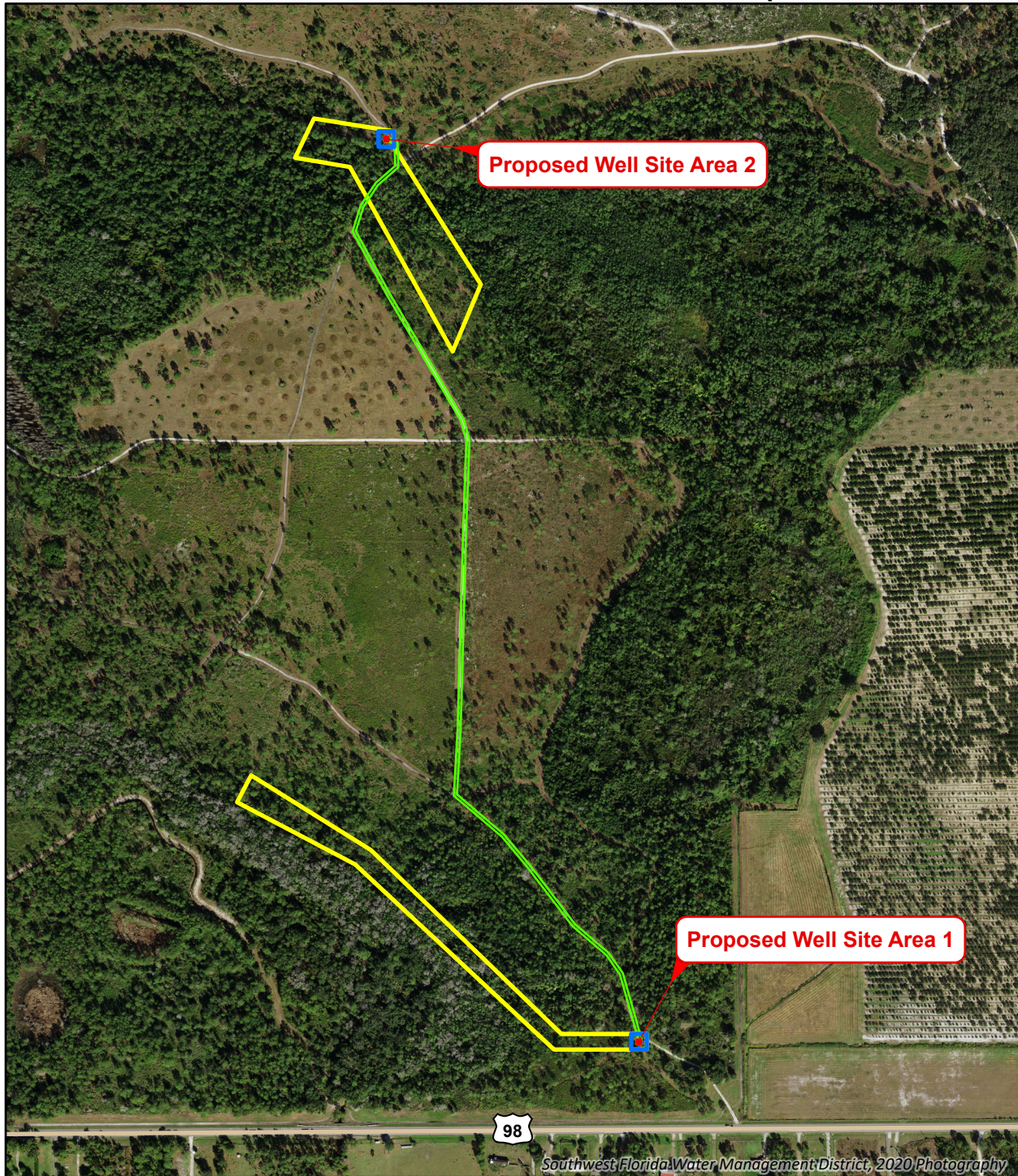
- Proposed Well Site 1 and Transect Area 1
- Proposed Well Site 2 and Transect Area 2
- Proposed 12' Ingress/Egress





0 2,000 4,000
Feet



Southwest Florida
Water Management District

Exhibit 2
Crooked Lake WEA 1 and 2 - CFWI Site Map



	Proposed Well Site
	Proposed Construction Areas
	Proposed 12' Ingress/Egress
	Proposed Transect

0 300 600
Feet



Southwest Florida
Water Management District

Exhibit 3

This Easement was prepared by:
Angel Granger
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-300
AID# 42302

WME1
[9.224 (+/-) acres]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

**EASEMENT AGREEMENT
Crooked Lake Wildlife and Environmental Area (CLWEA) Well Monitoring Site**

Easement Number 33360

THIS EASEMENT AGREEMENT is hereby made and entered into this _____ day of _____, 20____, by the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as "GRANTOR", and **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, its successors and assigns, hereinafter referred to as "GRANTEE."

WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of certain real property located in **Polk** County, Florida, as more particularly described in Exhibit "A", attached hereto, which is managed by the Florida Fish and Wildlife Conservation Commission ("Managing Agency") under GRANTOR's Lease Number **4593** and by reference made a part hereof; and

WHEREAS, GRANTEE desires to utilize GRANTOR's property only for the purpose of access to and installation, operation and maintenance of a well monitoring site; and

WHEREAS, the Managing Agency has agreed to the proposed use of the land subject to this easement; and

WHEREAS, GRANTOR is desirous of granting to GRANTEE an easement for the aforementioned purpose.

NOW THEREFORE, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, GRANTOR and GRANTEE, both intending to be legally bound, hereby agree as follows:

1. GRANTOR hereby grants to GRANTEE, its agents, representatives and employees the non-exclusive right, privilege and permission to utilize the property described in Exhibit "A", hereinafter referred to as "Easement Area", as further described and limited herein.

- a. Access Area 1. GRANTOR grants to GRANTEE a non-exclusive 12-foot easement for vehicular ingress and egress over, across and along the property described in Exhibit "A" as "Proposed Ingress-Egress Easement to Proposed Well Site Area 1" and depicted on the map included as part of Exhibit "A".
- b. Construction Area 1. GRANTOR grants to GRANTEE a non-exclusive easement for the purpose of construction of a well monitoring site upon the property described in Exhibit "A" as "Proposed Construction Area 1" and as depicted on the map included as part of Exhibit "A".
- c. Well Site Area 1. GRANTOR grants to GRANTEE a non-exclusive easement for the purpose of installation, operation, and maintenance of a well monitoring site on and upon the property described in Exhibit "A" as "Proposed Well Site Area 1" and as depicted on the map included as part of Exhibit "A".
- d. Transect Area 1. GRANTOR grants to GRANTEE a non-exclusive easement for the purpose of installation, operation, and maintenance of a transect area on and upon the property described in Exhibit "A" as "Proposed Transect Area 1" and depicted on the map included as part of Exhibit "A".
- e. Access Area 2. GRANTOR grants to GRANTEE a non-exclusive 12-foot easement for vehicular ingress and egress over, across and along the property described in Exhibit "A" as "Proposed Ingress-Egress Easement to Proposed Well Site Area 2" and depicted on the map included as part of Exhibit "A".
- f. Construction Area 2. GRANTOR grants to GRANTEE a non-exclusive easement for the purpose of construction of a well monitoring site upon the property described in Exhibit "A" as "Proposed Construction Area 2" and as depicted on the map included as part of Exhibit "A".
- g. Well Site Area 2. GRANTOR grants to GRANTEE a non-exclusive easement for the purpose of installation, operation, and maintenance of a well monitoring site on and upon the property described in Exhibit "A" as "Proposed Well Site Area 2" and as depicted on the map included as part of Exhibit "A".
- h. Transect Area 2. GRANTOR grants to GRANTEE a non-exclusive easement for the purpose of installation, operation, and maintenance of a transect area on and upon the property described in Exhibit "A" as "Proposed Transect Area 2" and depicted on the map included as part of Exhibit "A".

2. GRANTOR does hereby grant to GRANTEE each easement for as long as the easement is used solely for the purpose stated herein. If the easement is ever abandoned for this use, all rights, title, and interest conveyed under this easement shall automatically revert to GRANTOR, unless sooner terminated pursuant to the provisions of this easement.

3. GRANTOR and Managing Agency retain the right to use the Easement Area in any manner not inconsistent with the rights granted to GRANTEE.

4. GRANTEE shall assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTEE'S respective areas of responsibility under this easement or arising out of GRANTEE'S respective management programs or activities and shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. GRANTEE is responsible for, and to the extent allowed by law, shall indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of GRANTEE, and its officers, employees, and agents. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

5. Prior to initial use of the Easement Area by GRANTEE, GRANTEE shall give Managing Agency, at least forty-eight hours notification.

6. GRANTEE shall contact the Florida Geological Survey prior to drilling and shall submit well cuttings for the state repository if requested.
7. GRANTEE will provide copies of the monitoring results, as they become available, to the Managing Agency.
8. GRANTEE shall not allow the general public to access, utilize or go upon the Easement Area.
9. Clearing vegetation during installation or removal of the monitoring equipment without the consent and supervision of the Managing Agency is prohibited.
10. Upon termination of this Easement Agreement, GRANTEE shall, at GRANTEE's sole cost and expense, remove all equipment, accessories, and material owned by GRANTEE from the Easement Area. Upon abandonment, each well will become a fixture on the well site which the GRANTEE will plug pursuant to Rule 40D-3.531 F.A.C., and GRANTEE will restore said Easement Area to as good a condition as it was before GRANTEE entered upon it. GRANTEE will complete said removal, plugging, and restoration within sixty days of the date upon which GRANTEE ceases its operations on the Easement Area.
11. Should GRANTOR elect to maintain one or more wells for its own use upon abandonment of any well by GRANTEE, the well(s) will remain unplugged and GRANTOR thereafter agrees to assume full responsibility for same.
12. The installation and removal of the monitoring well materials as well as restoration of the sites will be done under the supervision of the Managing Agency. Prior to installation of the well(s), GRANTEE shall obtain the written consent of the State of Florida Department of State, Division of Historical Resources.
13. This Easement Agreement may not be assigned or transferred without prior written approval of GRANTOR.
14. This Easement Agreement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified by an instrument of equal formality signed by the respective parties.
15. For purposes of this Easement, all notification shall be provided as follows:

GRANTOR Board of Trustees of the Internal Improvement Trust Fund c/o Dept of Environmental Protection Division of State Lands Bureau of Public Land Administration 3900 Commonwealth Blvd, MS130 Tallahassee, Florida 32399-3000	GRANTEE Southwest Florida Water Management District c/o Tana Mason 2379 Broad Street Brooksville, Florida 34604	Managing Agency Florida Fish and Wildlife Conservation Commission 620 South Meridian Street Tallahassee, Florida 32399-1600
---	--	---

16. The following special conditions shall apply to this Easement:

a. The number and locations of transects and shallow water monitoring wells are as agreed upon between GRANTOR, GRANTEE, and Managing Agency field staff. The parties may not agree to additional equipment being installed or improvements made on the Crooked Lake Wildlife and Environmental Area without prior written approval from the Managing Agency.

b. GRANTEE shall install electronic monitoring equipment for each location so that the devices may be monitored remotely, thereby reducing repetitive onsite disturbance.

c. GRANTEE shall return the sites to the original condition as is practical following any disturbance caused by installation, equipment removal, onsite monitoring and/or maintenance, including, but not limited to ensuring there is no rutting.

d. The Managing Agency is to receive copies of the data collected as it may prove relevant to habitat analysis. The data is to be provided no less than annually to the Managing Agency area biologist at the Crooked Lake Field Office, 151 Turtle Run TRL, Frostproof, Florida 33843.

e. The equipment and its location are to be of design to protect it from vandalism, fire and the environment.

[Remainder of page intentionally left blank; Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Easement No. 33360 to be executed on the day and year first above written.

WITNESSES:

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

(SEAL)

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of
the State of Florida

“GRANTOR”

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before by means of ____ physical presence or ____ online notarization me this ____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



DEP Attorney

04-11-2021

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____
Brian Armstrong, Executive Director

Original Signature

Print/Type Name of Witness

**STATE OF FLORIDA
COUNTY OF POLK**

“GRANTEE”

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 20____, by Brian Armstrong, Executive Director, as agent for Southwest Florida Water Management District. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Notary Public, State of Florida

Attorney

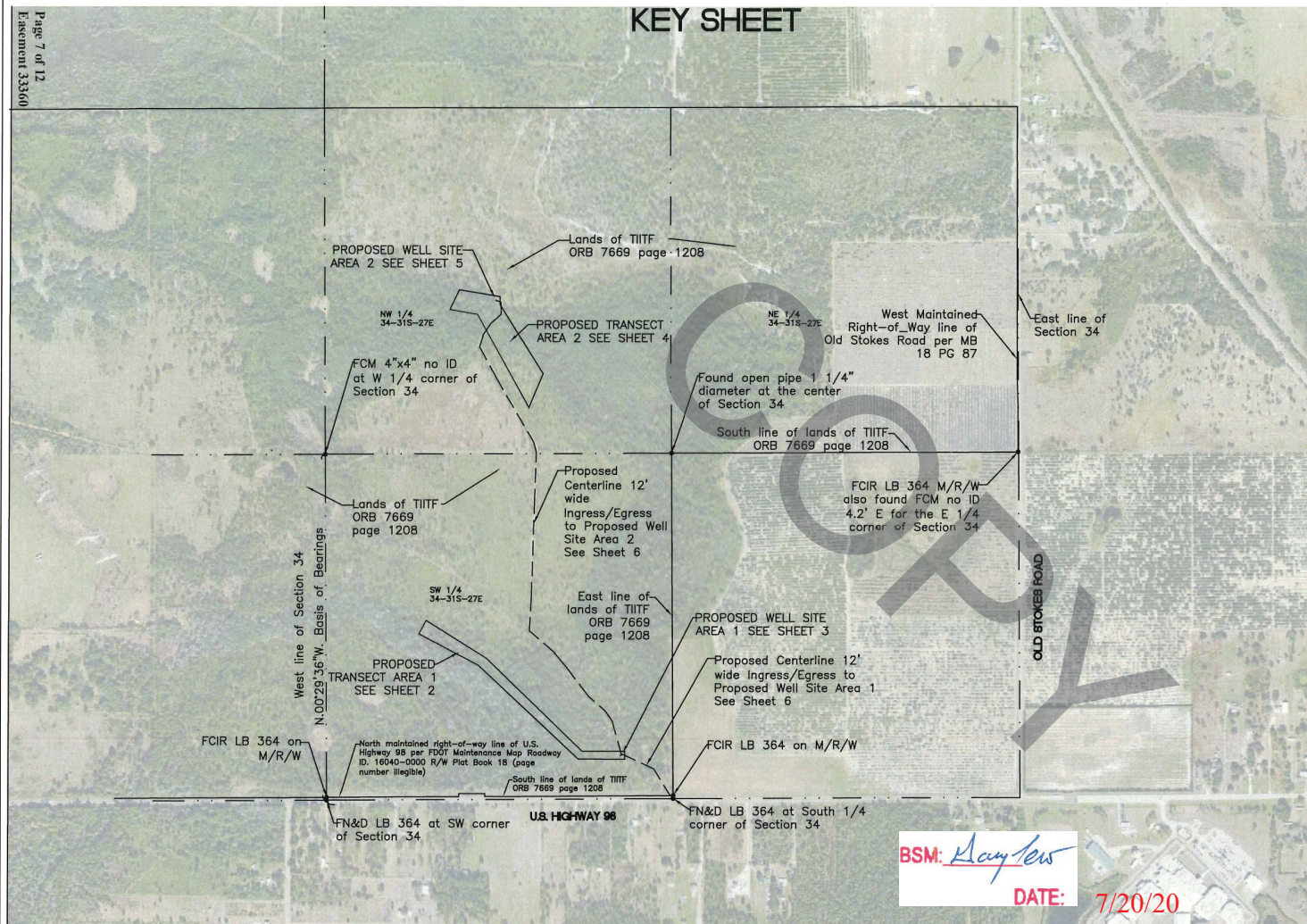
Date

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

KEY SHEET



SECTION 34, TOWNSHIP 31 SOUTH, RANGE 27
EAST, POLK COUNTY, FLORIDA



Notes:

1. This is not a survey.
2. The horizontal values (coordinates and bearings) shown hereon reference the Florida State Plane Coordinate System, West Zone (902), units are U.S. survey feet, North American Datum of 1983 (NAD 83/2011). Coordinates and distances shown hereon are grid. Divide grid by 0.99995909 for ground distances.
3. The TIITF boundary lines and section lines as shown hereon are based on field located monuments and plans provided by the Florida Department of Environmental Protection having a title of "Boundary Survey Dunham Ranch Mitigation Park" prepared by Pickett & Associates, Inc., revised date 6-11-2008. Said lands are described in Official Records Book 7669 page 1208 of the public records of Polk County, Florida. The monuments shown hereon were field verified using the Leica VIVA NRTK-GPS with the Florida Permanent Reference Network (FPRN). The FPRN network is based on direct ties to National Geodetic Survey (NGS) Control Stations. The horizontal accuracies are validated using NGS Control Stations AVON PARK BASE ARP (DP9315), BARTOW CORS ARP (DF7046) and WAUCHULA CORS ARP (DH3757).
4. The Basis of Bearings is the west line of Section 34 being N00°29'36"W.
5. The purpose of this Sketch of Description is to depict easements for two wetland areas, two well site areas, two construction areas and the centerline of a 12' wide ingress-egress easement within an existing rock and shell road to the well site areas.
6. Current imagery of 2017.

BSM: *James F. Owens*

DATE: 7/20/20

James F. Owens, PSM
Florida Professional Surveyor and Mapper No. 5014

SKETCH OF DESCRIPTION

PROJECT NAME: CROOKED LAKE WEA 1 AND 2 - CFWI

SHEET DESCRIPTION: OVERVIEW OF
PROPOSED TRANSECT AREAS, WELL SITE
AREAS, CONSTRUCTION AREAS AND
INGRESS-EGRESS EASEMENT

DRAWN BY: plw
12-9-2019
CHECKED BY: SMB
DATE OF FIELD WORK
02-27-2019
FIELD BOOK: 20-292
PAGES: 9-12
SCALE: 1"=600'
SHEET 1 OF 6

WORK ORDER: 19-040

Drawing No. 20-19-040

Legend:
CFWI = Central Florida Water Initiative
CM = Concrete monument
FCIR = Found capped iron rod
FCM = Found concrete monument
FN&D = Found nail and disk
GPS = Global Positioning System
ID = Identification number
LB = Licensed business number
M/R/W = Maintained right of way
ORB = Official Records Book

Legend:
NRTK = Network Real Time Kinematic
SWFWMD = Southwest Florida Water Management District
TIITF = Board of Trustees of the Internal Improvement Trust Fund
WEA = Wildlife and Environmental Area

Revision 7-7-2020 Per FDEP comments

Worksheet 19-040.dwg

Southwest Florida
Water Management District

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899
(352) 796-7211 (800) 423-1476

SECTION 34, TOWNSHIP 31 SOUTH, RANGE 27
EAST, POLK COUNTY, FLORIDA



Description Parcel 20-020-165 (Proposed Transect Area 1)

The horizontal values (coordinates and bearings) shown hereon reference the Florida State Plane Coordinate System, West Zone (902), units are U.S. survey feet, North American Datum of 1983 (NAD 83/2011). Coordinates and distances shown hereon are grid. Divide grid by 0.99995909 for ground distances.

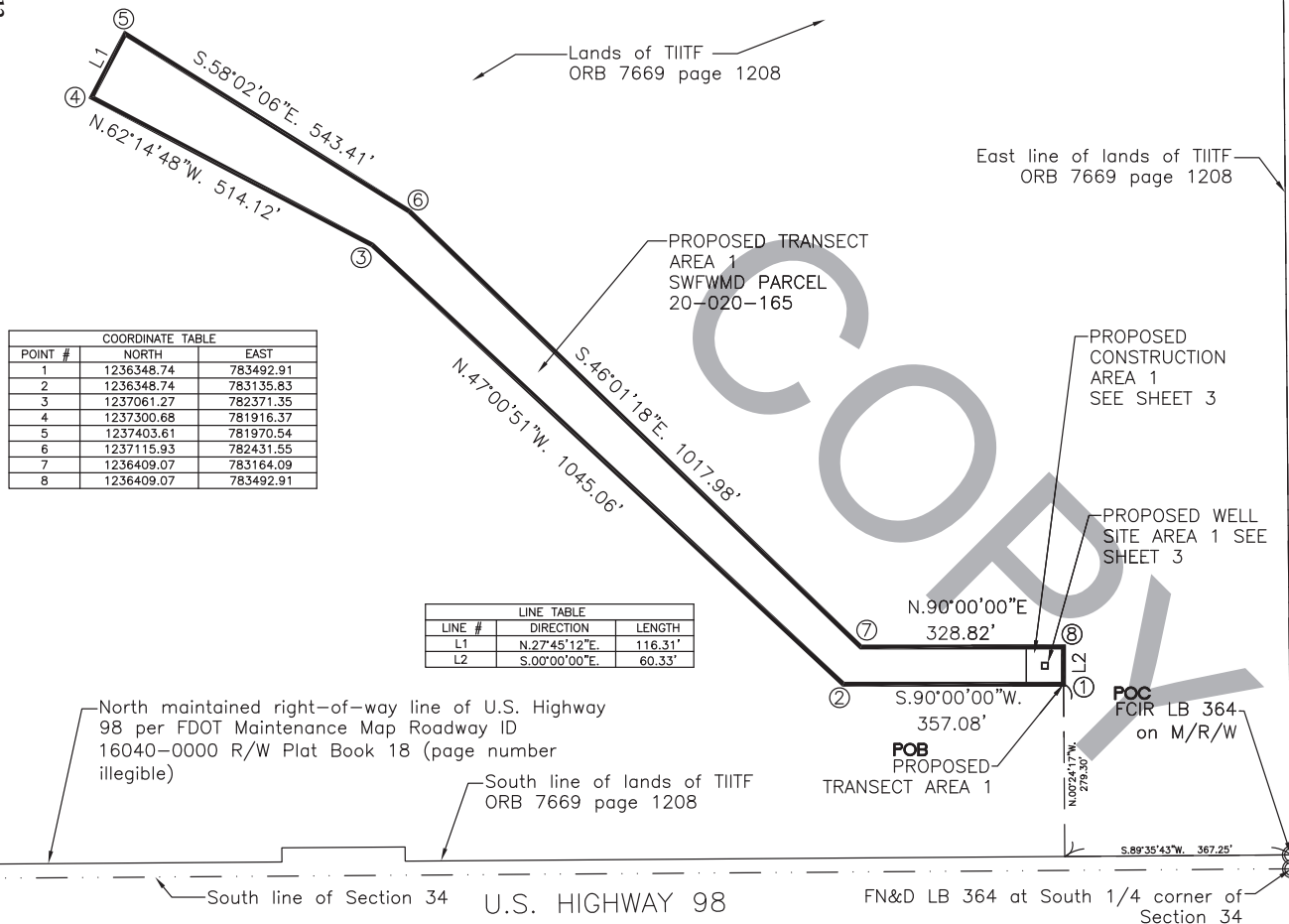
A parcel of land in Section 34, Township 31 South, Range 27 East, Polk County, Florida being part of lands described in Official Records Book 7669, page 1208 of the public records of Polk County, Florida and being more particularly described as follows:

Commence at a found capped iron rod 5/8" LB364 marking the Southeast corner of said lands in Official Records Book 7669, page 1208 on the northerly maintained right-of-way of U.S. Highway 98; thence along the southerly line of said lands and same being the northerly line of said maintained right-of-way S89°35'43"W, a distance of 367.25 feet; thence leaving said southerly line and said maintained right-of-way line N00°24'17"W, a distance of 279.30 feet for a POINT OF BEGINNING; thence S90°00'00"W, a distance of 357.08 feet; thence N47°00'51"W, a distance of 1045.06 feet; thence N62°14'48"W, a distance of 514.12 feet; thence N27°45'12"E, a distance of 116.31 feet; thence S58°02'06"E, a distance of 543.41 feet; thence S46°01'18"E, a distance of 1017.98 feet; thence N90°00'00"E, a distance of 328.82 feet; thence S00°00'00"E, a distance of 60.33 feet to the POINT OF BEGINNING.

The above described lands contain 3.36 acres.

BSM: *Lucy Lewis*

DATE: 7/20/20



COORDINATE TABLE		
POINT #	NORTH	EAST
1	1236348.74	783492.91
2	1236348.74	783135.83
3	1237061.27	782371.35
4	1237300.68	781916.37
5	1237403.61	781970.54
6	1237115.93	782431.55
7	1236409.07	783164.09
8	1236409.07	783492.91

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N.27°45'12"E.	116.31'
L2	S.00°00'00"E.	60.33'

Legend:
CFWI = Central Florida Water Initiative
CM = Concrete monument
FCIR = Found capped iron rod
FCM = Found concrete monument
FN&D = Found nail and disk
GPS = Global Positioning System
ID = Identification number
LB = Licensed business number
M/R/W = Maintained right of way
ORB = Official Records Book

Legend:
NRTK = Network Real Time Kinematic
SWFWMD = Southwest Florida Water Management District
TIITF = Board of Trustees of the Internal Improvement Trust Fund
WEA = Wildlife and Environmental Area

Revision 7-7-2020 Per FDEP comments

Worksheet 19-040.dwg

Southwest Florida
Water Management District

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899
(352) 796-7211 (800) 423-1476

DRAWN BY: plw
12-9-2019
CHECKED BY: SMB
DATE OF FIELD WORK
02-27-2019
FIELD BOOK: 20-292
PAGES: 9-12
SCALE: 1"=200'
SHEET 2 OF 6

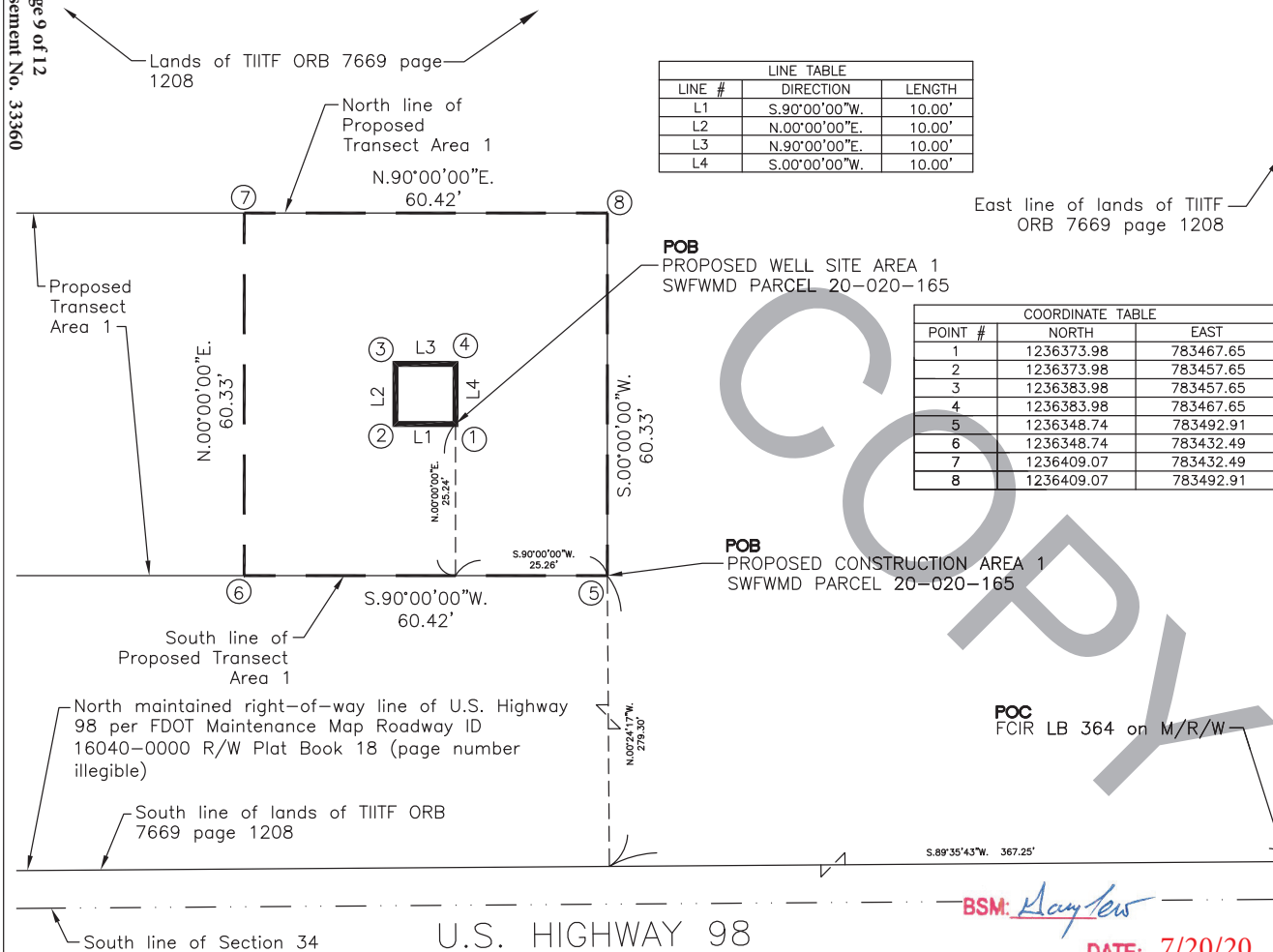
See sheet 1 for Key Sheet, notes and signature.

SKETCH OF DESCRIPTION

PROJECT NAME: CROOKED LAKE WEA 1 AND
2 - CFWI
SHEET DESCRIPTION: PROPOSED TRANSECT
AREA 1

WORK ORDER: 19-040

Drawing No. 20-19-040



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S.90°00'00\"W.	10.00'
L2	N.00°00'00\"E.	10.00'
L3	N.90°00'00\"E.	10.00'
L4	S.00°00'00\"W.	10.00'

COORDINATE TABLE		
POINT #	NORTH	EAST
1	1236373.98	783467.65
2	1236373.98	783457.65
3	1236383.98	783457.65
4	1236383.98	783467.65
5	1236348.74	783492.91
6	1236348.74	783432.49
7	1236409.07	783432.49
8	1236409.07	783492.91

SECTION 34, TOWNSHIP 31 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA



Description Parcel 20-020-165 (Proposed Well Site Area 1)

The horizontal values (coordinates and bearings) shown hereon reference the Florida State Plane Coordinate System, West Zone (902), units are U.S. survey feet, North American Datum of 1983 (NAD 83/2011). Coordinates and distances shown hereon are grid. Divide grid by 0.99995909 for ground distances.

A parcel of land in Section 34, Township 31 South, Range 27 East, Polk County, Florida being part of lands described in Official Records Book 7669, page 1208 of the public records of Polk County, Florida and being more particularly described as follows:

Commence at a found capped iron rod 5/8\"LB364 marking the Southeast corner of said lands in Official Records Book 7669, page 1208 on the northerly maintained right-of-way of U.S. Highway 98; thence along the southerly line of said lands same being the northerly line of said maintained right-of-way S89°35'43\"W, a distance of 367.25 feet; thence leaving said southerly line and said maintained right-of-way line N00°24'17\"W, a distance of 279.30 feet, thence S90°00'00\"W, a distance of 25.26 feet along the south line of a Proposed Transect Area 1; thence leaving said south line, N00°00'00\"E, a distance of 25.24 feet for a POINT OF BEGINNING; thence S90°00'00\"W, a distance of 10.00 feet; thence N00°00'00\"E, a distance of 10.00 feet; thence N90°00'00\"E, a distance of 10.00 feet; thence S00°00'00\"W, a distance of 10.00 feet to the POINT OF BEGINNING.

The above described lands contain 100 square feet.

Description Parcel 20-020-165 (Proposed Construction Area 1)

The horizontal values (coordinates and bearings) shown hereon reference the Florida State Plane Coordinate System, West Zone (902), units are U.S. survey feet, North American Datum of 1983 (NAD 83/2011). Coordinates and distances shown hereon are grid. Divide grid by 0.99995909 for ground distances.

A parcel of land in Section 34, Township 31 South, Range 27 East, Polk County, Florida being part of lands described in Official Records Book 7669, page 1208 of the public records of Polk County, Florida and being more particularly described as follows:

Commence at a found capped iron rod 5/8\"LB364 marking the Southeast corner of said lands in Official Records Book 7669, page 1208 on the northerly maintained right-of-way of U.S. Highway 98; thence along the southerly line of said lands same being the northerly line of said maintained right-of-way S89°35'43\"W, a distance of 367.25 feet; thence leaving said southerly line and said maintained right-of-way line N00°24'17\"W, a distance of 279.30 feet for a POINT OF BEGINNING, thence S90°00'00\"W, a distance of 60.42 feet along the south line of a Proposed Transect Area 1, thence leaving said south line N00°00'00\"E to a point on the north line of said Proposed Transect Area 1, a distance of 60.33 feet, thence N90°00'00\"E along said north line, a distance of 60.42 feet, thence leaving said north line S00°00'00\"W, a distance of 60.33 feet to the POINT OF BEGINNING.

The above described lands contain 0.08 acres.

See sheet 1 for Key Sheet, notes and signature.

Legend:
CFWI = Central Florida Water Initiative
CM = Concrete monument
FCIR = Found capped iron rod
FCM = Found concrete monument
FN&D = Found nail and disk
GPS = Global Positioning System
ID = Identification number
LB = Licensed business number
M/R/W = Maintained right of way
ORB = Official Records Book

Legend:
NRTK = Network Real Time Kinematic
SWFWMD = Southwest Florida Water Management District
TIITF = Board of Trustees of the Internal Improvement Trust Fund
WEA = Wildlife and Environmental Area

Revision 7-7-2020 Per FDEP comments

Worksheet 19-040.dwg

Southwest Florida
Water Management District

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899
(352) 796-7211 (800) 423-1476

DRAWN BY: plw 12-9-2019 CHECKED BY: SMB DATE OF FIELD WORK 02-27-2019 FIELD BOOK: 20-292 PAGES: 9-12 SCALE: 1\"=20' SHEET 3 OF 6	SKETCH OF DESCRIPTION PROJECT NAME: CROOKED LAKE WEA 1 AND 2 - CFWI SHEET DESCRIPTION: PROPOSED WELL SITE AREA 1 AND PROPOSED CONSTRUCTION AREA 1 WORK ORDER: 19-040
--	---

Drawing No. 20-19-040



A north arrow pointing upwards and a scale bar from 0 to 400 meters.

Description Parcel 20-020-166 (Proposed Transect Area 2)

The horizontal values (coordinates and bearings) shown hereon reference the Florida State Plane Coordinate System, West Zone (902), units are U.S. survey feet, North American Datum of 1983 (NAD 83/2011). Coordinates and distances shown hereon are grid. Divide grid by 0.99995909 for ground distances.

A parcel of land in Section 34, Township 31 South, Range 27 East, Polk County, Florida being part of lands described in Official Records Book 7669, page 1208 of the public records of Polk County, Florida and being more particularly described as follows:

Commence at a found capped iron rod 5/8" LB364 marking the Southeast corner of said lands in Official Records Book 7669, page 1208 on the northerly maintained right-of-way of U.S. Highway 98; thence along the East line of said lands same being the east line of the Southwest 1/4 of Section 34 N00°30'31"W, a distance of 2616.04 feet to a found 1 1/4" open pipe marking the Southeast corner of the Northwest 1/4 of said Section 34; thence N00°29'24"W along the East line of the said Northwest 1/4, a distance of 1205.36 feet; thence leaving said East line S89°30'36"W, a distance of 1307.62 feet for a POINT OF BEGINNING; thence S00°00'00"E, a distance of 60.55 feet; thence S32°13'57"E, a distance of 624.95 feet; thence S22°43'03"W, a distance of 280.46 feet; thence N29°03'56"W, a distance of 812.70 feet; thence N80°16'26"W, a distance of 214.12 feet; thence N25°38'25"E, a distance of 167.17 feet; thence S80°54'46"E, a distance of 312.43 to the POINT OF BEGINNING.

The above described lands contain 4.48 acres.

BSM: Day two

DATE: 7/20/20

See sheet 1 for Key Sheet, notes and signature.

Legend:

- CFWI = Central Florida Water Initiative
- CM = Concrete monument
- FCIR = Found capped iron rod
- FCM = Found concrete monument
- FN&D = Found nail and disk
- GPS = Global Positioning System
- ID = Identification number
- LB = Licensed business number
- M/R/W = Maintained right of way
- ORB = Official Records Book

Legend:
NRTK = Network Real Time Kinematic
SWFWMD = Southwest Florida Water Management District
TIITF = Board of Trustees of the Internal Improvement Trust Fund
WEA = Wildlife and Environmental Area

Southwest Florida
Water Management District

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899
(352) 796-7211 (800) 423-1476

DRAWN BY: plw 12-9-2019
CHECKED BY: SMB
DATE OF FIELD WORK 02-27-2019
FIELD BOOK: 20-292 PAGES: 9-12
SCALE: 1"=200'
SHEET 4 OF 6

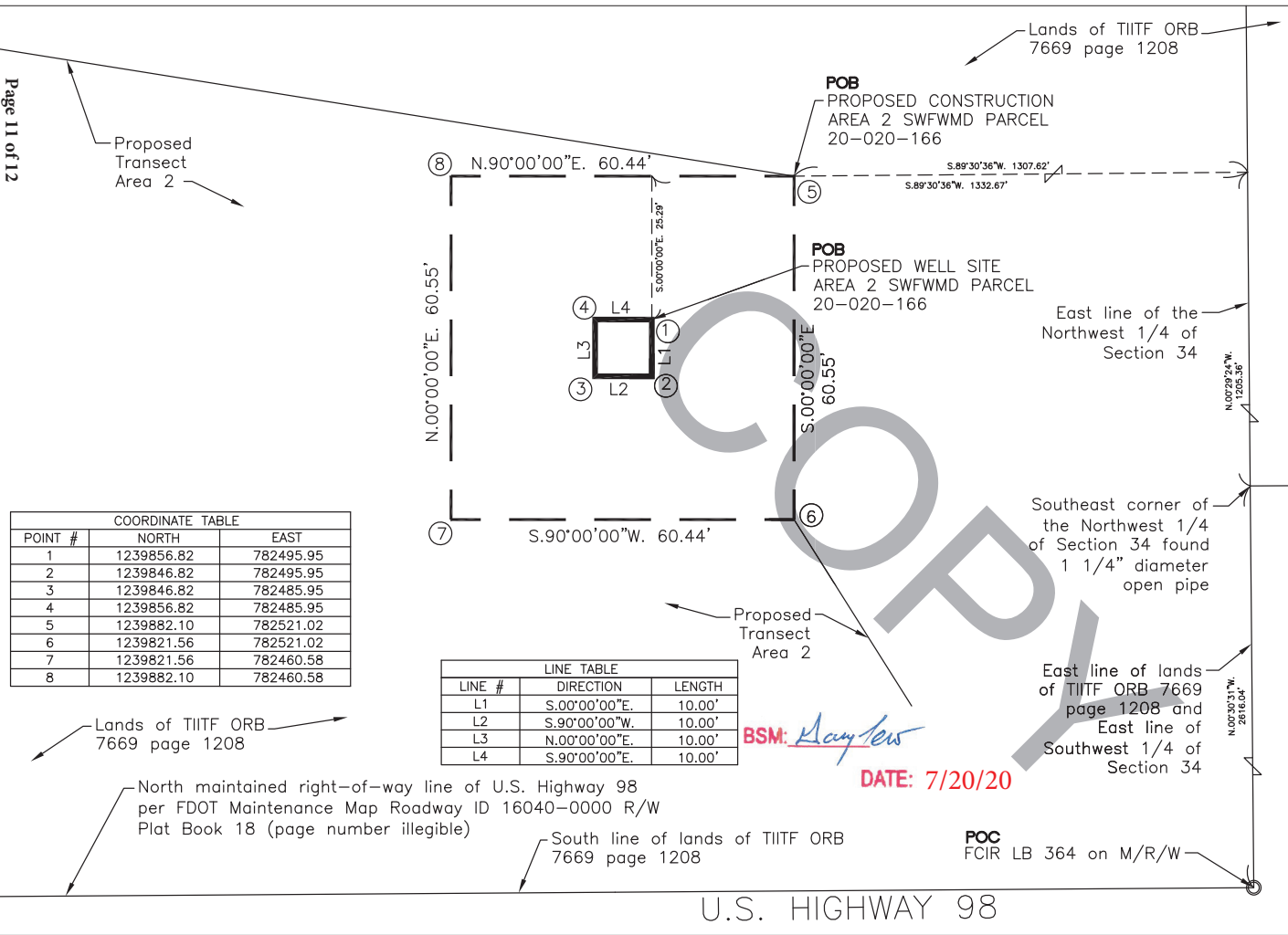
SKETCH OF DESCRIPTION
PROJECT NAME: CROOKED LAKE WEA 1 AND 2 - CFWI
SHEET DESCRIPTION: PROPOSED TRANSECT AREA 2

WORK ORDER: 19-040

Drawing No. 20-19-040

Revision 7-7-2020 Per FDEP comments

Worksheet 19-040.dwg



SECTION 34, TOWNSHIP 31 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA

0 10 20 40

Description Parcel 20-020-166 (Proposed Well Site Area 2)

The horizontal values (coordinates and bearings) shown hereon reference the Florida State Plane Coordinate System, West Zone (902), units are U.S. survey feet, North American Datum of 1983 (NAD 83/2011). Coordinates and distances shown hereon are grid. Divide grid by 0.99995909 for ground distances.

A parcel of land in Section 34, Township 31 South, Range 27 East, Polk County, Florida being part of lands described in Official Records Book 7669, page 1208 of the public records of Polk County, Florida and being more particularly described as follows:

Commence at a found capped iron rod 5/8" LB364 marking the Southeast corner of said lands in Official Records Book 7669, page 1208 on the northerly maintained right-of-way of U.S. Highway 98; thence along the East line of said lands same being the east line of the Southwest 1/4 of Section 34 N00°30'31"W, a distance of 2616.04 feet to a found 1 1/4" open pipe marking the Southeast corner of the Northwest 1/4 of said Section 34; thence N00°29'24"W along the East line of the said Northwest 1/4, a distance of 1205.36 feet; thence leaving said East line S89°30'36"W, a distance of 1332.67 feet; thence S00°00'00"E, a distance of 25.29 feet for a POINT OF BEGINNING; thence S00°00'00"E, a distance of 10.00 feet; thence S90°00'00"W, a distance of 10.00 feet; thence N00°00'00"E, a distance of 10.00 feet; thence S90°00'00"E, a distance of 10.00 feet to the POINT OF BEGINNING.

The above described lands contain 100 square feet.

Description Parcel 20-020-166 (Proposed Construction Area 2)

The horizontal values (coordinates and bearings) shown hereon reference the Florida State Plane Coordinate System, West Zone (902), units are U.S. survey feet, North American Datum of 1983 (NAD 83/2011). Coordinates and distances shown hereon are grid. Divide grid by 0.99995909 for ground distances.

A parcel of land in Section 34, Township 31 South, Range 27 East, Polk County, Florida being part of lands described in Official Records Book 7669, page 1208 of the public records of Polk County, Florida and being more particularly described as follows:

Commence at a found capped iron rod 5/8" LB364 marking the Southeast corner of said lands in Official Records Book 7669, page 1208 on the northerly maintained right-of-way of U.S. Highway 98; thence along the East line of said lands same being the East line of the Southwest 1/4 of Section 34 N00°30'31"W, a distance of 2616.04 feet to a found 1 1/4" open pipe marking the Southeast corner of the Northwest 1/4 of said Section 34; thence N00°29'24"W along the East line of the said Northwest 1/4, a distance of 1205.36 feet; thence leaving said East line S89°30'36"W, a distance of 1307.62 feet for the POINT OF BEGINNING; thence S00°00'00"E, a distance of 60.55 feet; thence S90°00'00"W, a distance of 60.44 feet; thence N00°00'00"E, a distance of 60.55 feet; thence N90°00'00"E, a distance of 60.44 feet to the POINT OF BEGINNING.

The above described lands contain 0.08 acres..

See sheet 1 for Key Sheet, notes and signature.

Legend:
CFWI = Central Florida Water Initiative
CM = Concrete monument
FCIR = Found capped iron rod
FCM = Found concrete monument
FN&D = Found nail and disk
GPS = Global Positioning System
ID = Identification number
LB = Licensed business number
M/R/W = Maintained right of way
ORB = Official Records Book

Legend:
NRTK = Network Real Time Kinematic
SWFWMD = Southwest Florida Water Management District
TIITF = Board of Trustees of the Internal Improvement Trust Fund
WEA = Wildlife and Environmental Area

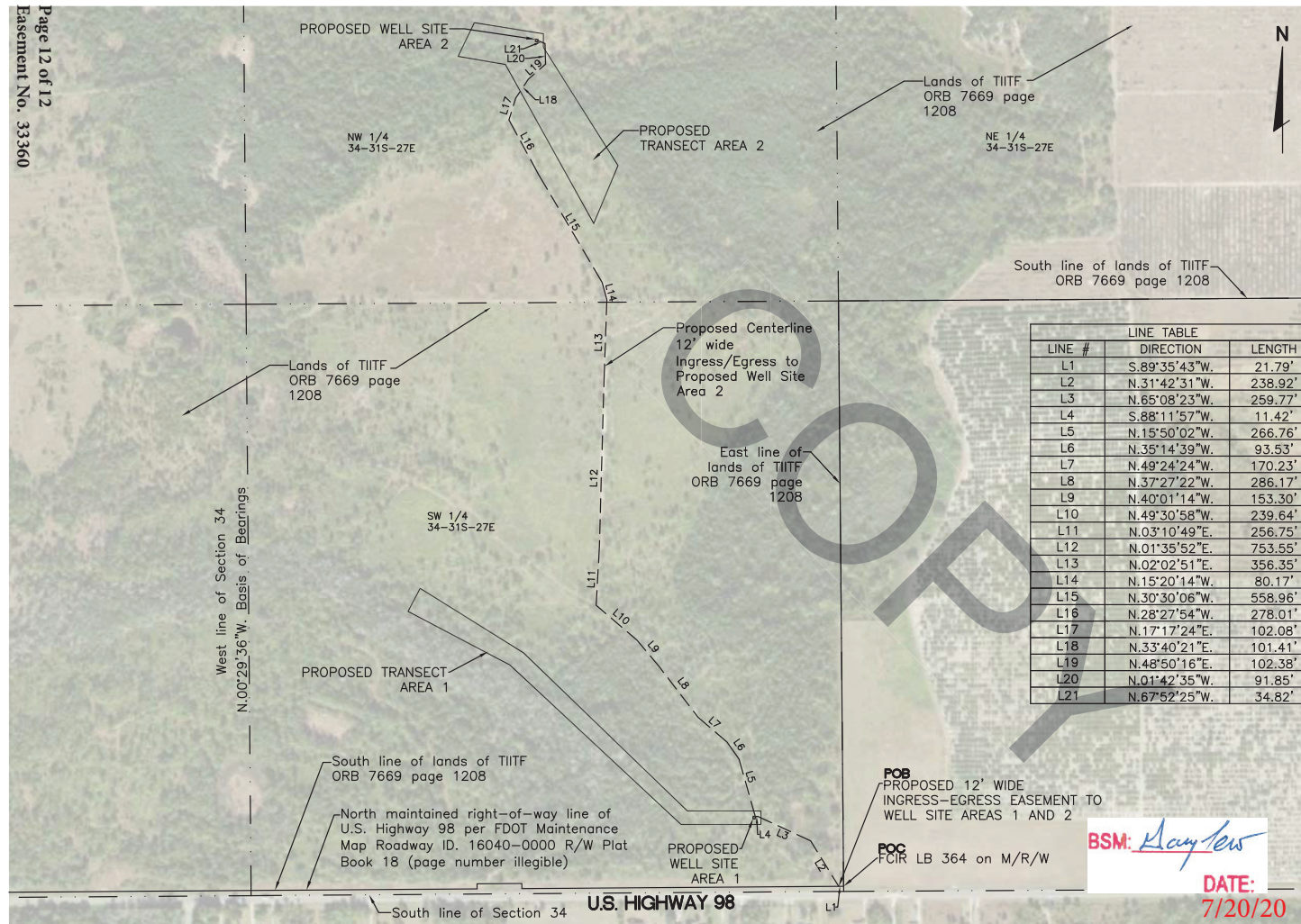
Revision 7-7-2020 Per FDEP comments
Worksheet 19-040.dwg

Southwest Florida Water Management District

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899
(352) 796-7211 (800) 423-1476

<p>DRAWN BY: plw 12-9-2019</p> <p>CHECKED BY: SBM</p> <p>DATE OF FIELD WORK 02-27-2019</p> <p>FIELD BOOK: 20-292</p> <p>PAGES: 9-12</p> <p>SCALE: 1"=20'</p> <p>SHEET 5 OF 6</p>	<p>SKETCH OF DESCRIPTION</p> <p>PROJECT NAME: CROOKED LAKE WEA 1 AND 2 - CFWI</p> <p>SHEET DESCRIPTION: PROPOSED WELL SITE AREA 2 AND PROPOSED CONSTRUCTION AREA 2</p> <p>WORK ORDER: 19-040</p>
--	---

Drawing No. 20-19-040



SECTION 34, TOWNSHIP 31 SOUTH, RANGE 27
EAST, POLK COUNTY, FLORIDA



Description Parcel 20-020-165 (Proposed Ingress-Egress
Easement to Proposed Well Site Area 1)

The horizontal values (coordinates and bearings) shown hereon
reference the Florida State Plane Coordinate System, West Zone
(902), units are U.S. survey feet, North American Datum of 1983
(NAD 83/2011). Coordinates and distances shown hereon are grid.
Divide grid by 0.99995909 for ground distances.

A 12' wide ingress-egress easement along an existing rock and
shell road lying in Section 34, Township 31 South, Range 27 East,
Polk County, Florida being part of land described in Official
Records Book 7669, page 1208 of the public records of Polk
County, Florida. The centerline of said 12' wide ingress-egress
easement being more particularly described as follows:

Commence at a found capped iron rod marking the Southeast
corner of said lands in Official Records Book 7669, page 1208 on
the northerly maintained right-of-way of U.S. Highway 98;
thence along the southerly line of said lands and the said
northerly maintained right-of-way S89°35'43"W, a distance of
21.79 feet for a POINT OF BEGINNING; thence N31°42'31"W, a
distance of 238.92 feet; thence N65°08'23"W, a distance of
259.77 feet; thence S88°11'57"W, a distance of 11.42 feet to the
terminus at the Proposed Well Site Area 1.

Description Parcel 20-020-166 (Proposed Ingress-Egress
Easement to Proposed Well Site Area 2)

The horizontal values (coordinates and bearings) shown hereon
reference the Florida State Plane Coordinate System, West Zone
(902), units are U.S. survey feet, North American Datum of 1983
(NAD 83/2011). Coordinates and distances shown hereon are grid.
Divide grid by 0.99995909 for ground distances.

A 12' wide ingress-egress easement along an existing rock and
shell road lying in Section 34, Township 31 South, Range 27 East,
Polk County, Florida being part of land described in Official
Records Book 7669, page 1208 of the public records of Polk
County, Florida. The centerline of said 12' wide ingress-egress
easement being more particularly described as follows:

Commence at a found capped iron rod 5/8" marking the
Southeast corner of said lands in Official Records Book 7669,
page 1208 on the northerly maintained right-of-way of U.S.
Highway 98; thence along the southerly line of said lands and
the said northerly maintained right-of-way S89°35'43"W, a
distance of 21.79 feet for a POINT OF BEGINNING; thence the
following twenty (20) courses: (1)N31°42'31"W, 238.92 feet;
(2)N65°08'23"W, 259.77 feet; (3)S88°11'57"W, 11.42 feet;
(4)N15°50'02"W, 266.76 feet; (5)N35°14'39"W, 93.53 feet;
(6)N49°24'24"W, 170.23 feet; (7)N37°27'22"W, 286.17 feet;
(8)N40°01'14"W, 153.30 feet; (9)N49°30'58"W, 239.64 feet;
(10)N03°10'49"E, 256.75 feet; (11)N01°35'52"E, 753.55 feet;
(12)N02°02'51"E, 356.35 feet; (13)N15°20'14"W, 80.17 feet;
(14)N30°30'06"W, 558.96 feet; (15)N28°27'54"W, 278.01 feet;
(16)N17°17'24"E, 102.08 feet; (17)N33°40'21"E, 101.41 feet;
(18)N48°50'16"E, 102.38 feet; (19)N01°42'35"W, 91.85 feet;
(20)N67°52'25"W, 34.82 feet to the terminus at the Proposed
Well Site Area 2.

See sheet 1 for Key Sheet, notes and signature.

Legend:
CFWI = Central Florida Water Initiative
CM = Concrete monument
FCIR = Found capped iron rod
FCM = Found concrete monument
FN&D = Found nail and disk
GPS = Global Positioning System
ID = Identification number
LB = Licensed business number
M/R/W = Maintained right of way
ORB = Official Records Book

Legend:
NRTK = Network Real Time Kinematic
SWFWMD = Southwest Florida Water Management District
TIITF = Board of Trustees of the Internal Improvement Trust Fund
WEA = Wildlife and Environmental Area

Revision 7-7-2020 Per FDEP comments

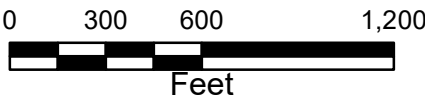
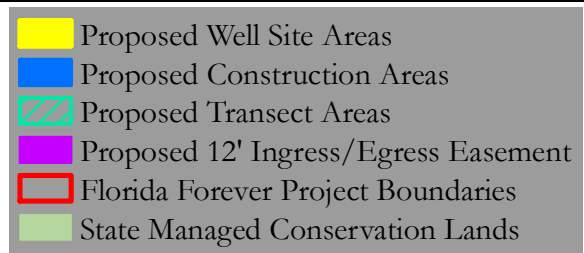
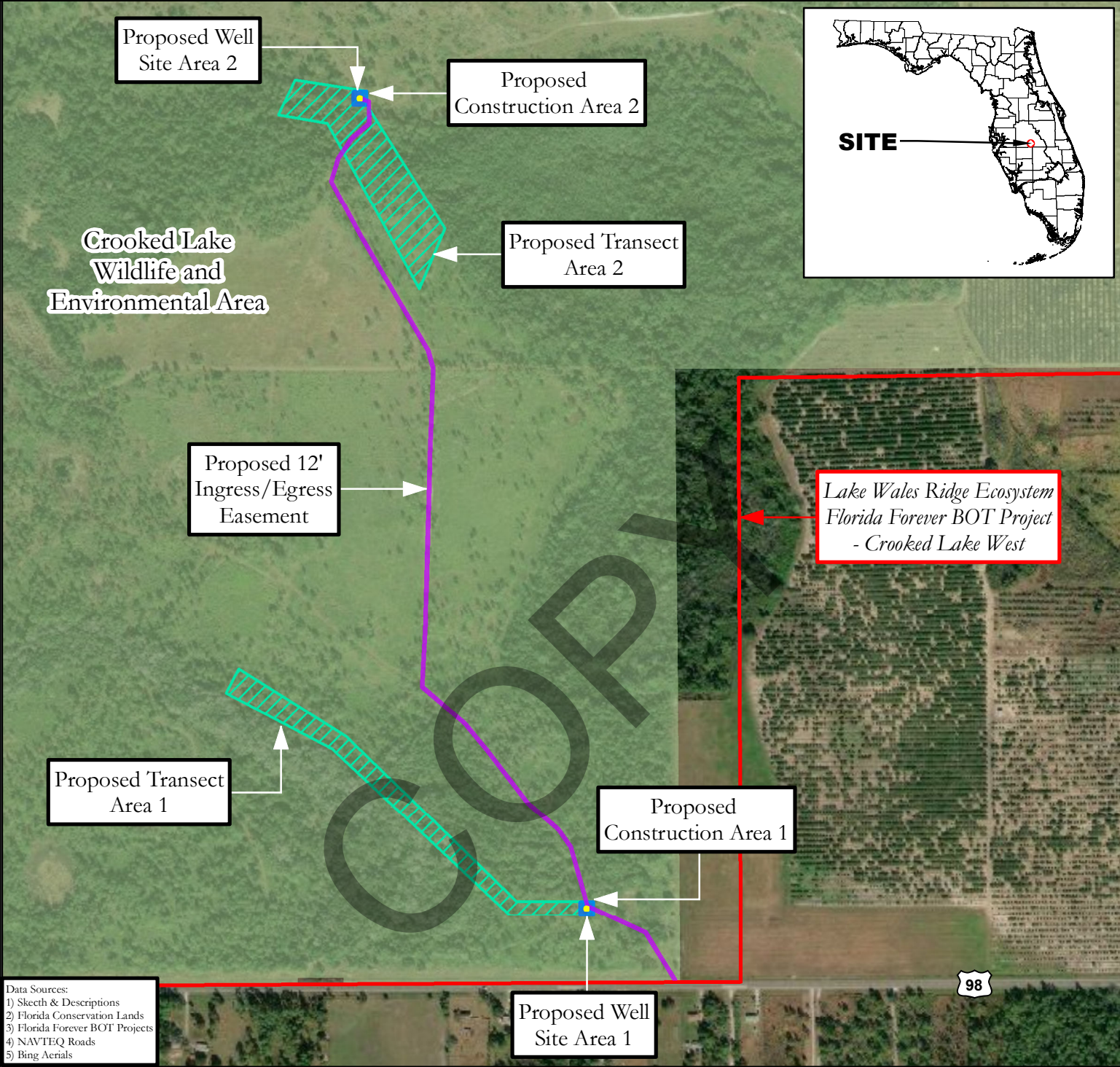
Worksheet 19-040.dwg

Southwest Florida
Water Management District

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899
(352) 796-7211 (800) 423-1476

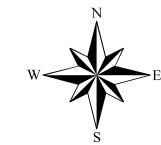
DRAWN BY: plw
12-9-2019
CHECKED BY: SMB
DATE OF FIELD WORK
02-27-2019
FIELD BOOK: 20-292
PAGES: 9-12
SCALE: 1"=500'
SHEET 6 OF 6

SKETCH OF DESCRIPTION
PROJECT NAME: CROOKED LAKE WEA 1 AND
2 - CFWI
SHEET DESCRIPTION: PROPOSED CENTERLINE
FOR 12' WIDE INGRESS-EGRESS EASEMENT
WORK ORDER: 19-040
Drawing No. 20-19-040



Easement No. 33360

Polk County, Florida



CONSENT AGENDA**June 22, 2021****Operations, Lands and Resource Monitoring Committee: Management Agreement with Sarasota County for Management and Use of the Myakka River Schewe Tract – SWF Parcel No. 21-708-136X***Purpose*

Recommend the Governing Board approve the Management Agreement Between the Southwest Florida Water Management District and the Board of County Commissioners of Sarasota County for Management and Use of the Myakka River Schewe Tract (Agreement). This Agreement is similar to the existing Agreement with Sarasota County (County) on an adjacent parcel, Deer Prairie Creek. The Agreement was approved by the Board of County Commissioners of Sarasota County on June 8, 2022. The Agreement, as executed by the County, is attached hereto as Exhibit 1.

Background/History

The District acquired jointly with the County approximately 6,136 acres known as Deer Prairie Creek and entered into a management agreement with the County that requires the County to manage the recreation and the District to manage the natural resources. The approximately 3,993-acre Schewe Tract is adjacent to Deer Prairie Creek and is owned solely by the District in fee. The County has requested to construct an extension of the Legacy Trail on the Schewe Tract, and the District and County have agreed to terms of a management agreement similar to Deer Prairie Creek in that the County will manage the recreation on the entire Schewe Tract, including the Legacy Trail extension, and the District will continue to manage the natural resources.

Benefits/Costs

Approval of this no-cost Agreement will continue the successful partnership with the County created by the Deer Prairie Creek management efforts and continue to provide recreational opportunities to the public, including the newly constructed Legacy Trail extension. The County will be responsible for all costs associated with the operation, maintenance, and security of the Legacy Trail as well as assume management of any other recreation occurring on the Schewe Tract which creates a management efficiency for the District. The District will continue to manage the natural resources.

Deliverables

The County's specific obligations are detailed in the Agreement.

Staff Recommendation:

- Approve the Management Agreement Between the Southwest Florida Water Management District and the Board of County Commissioners of Sarasota County, Florida for Management and Use of the Myakka River Schewe Tract (Agreement); and
- Authorize the Governing Board Chair to execute the Agreement on behalf of the District.

Presenter:

Ellen Morrison, Land Resources Bureau Chief



KAREN E. RUSHING
Clerk of the Circuit Court and County Comptroller

2000 Main Street • P.O. Box 3079 • Sarasota, FL 34230-3079 • Phone: 941-861-7400 • www.SarasotaClerk.com

June 10, 2021

Eileen Dutka
 Administration Center
 Parks, Recreation & Natural Resources Administration and Business Operations
 Floor: 2nd Floor
 Room 285A

BOARD RECORDS
 FILED FOR THE RECORD
 2021 JUN 10 AM 8:18
 KAREN E. RUSHING
 CLERK OF THE CIRCUIT COURT
 SARASOTA COUNTY, FL

RE: Contract No. 2021-197

Enclosed are two (2) originals of each referenced contract above, a management agreement with the Southwest Florida Water Management District for management and use of the Myakka River Schewe Tract, approved by the Board on June 8, 2021.

Following execution, please forward me an original of the Contract to my attention so that it may be filed in the Official County Records and removed from the Board Records Pending List.

As always, your assistance is greatly appreciated. If you have any questions, please call me at x15279.

Sincerely,

Karen E. Rushing
 Clerk of the Circuit Court and County Comptroller

By: _____

Blanca Montoya
 Blanca Montoya
 Deputy Clerk

Schewe Tract Contract No. _____
SWF Parcel No. 21-708-136X BCC Approved 6/8/2021

**MANAGEMENT AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT AND THE BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY FOR MANAGEMENT AND USE OF THE MYAKKA RIVER
SCHEWE TRACT**

This Management Agreement (Agreement) is made and entered into this ____ day of _____, 2021, by and between the Southwest Florida Water Management District, a public corporation, (District), having a mailing address of 2379 Broad Street, Brooksville, Florida 34604-6899, and Sarasota County, a political subdivision of the State of Florida (County), having a mailing address of 1660 Ringling Boulevard, Sarasota, Florida 34236, collectively the Parties, each singularly a Party.

WHEREAS, the District is the owner in fee simple of certain real property located in Sarasota County, Florida known as the Myakka River Schewe Tract more particularly described in Exhibit A attached hereto (Property); and

WHEREAS, the Parties hold joint title to the adjoining property known as the Myakka River - Deer Prairie Creek Project (Project), and previously entered into an agreement to establish their rights and responsibilities related to the joint management of that Project (County Contract No. 2006-250); and

WHEREAS, the Parties have agreed to assist each other in achieving the mutual goal of preservation of environmentally sensitive lands for the benefit and use of the public; and

WHEREAS, the County, relying on this Agreement and the District's permission to do so, is using more than \$7 million in public funds, incurring substantial financial and legal obligations, to permanently improve the Property, by constructing a recreational trail and other associated facilities to be owned, used, and maintained by the County over the Property (North Port Connector Trail); and

WHEREAS, the Parties desire to enter into this Agreement to clarify the rights and responsibilities of each Party from this point forward as to the Property and the North Port Connector Trail.

NOW, THEREFORE, the Parties, in consideration of the mutual terms, covenants and conditions set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agree as follows:

1. Recitals – The above recitals are true and correct and incorporated into this Agreement as if fully set forth herein.

2. Purpose – The Parties enter into this Agreement to specify the Parties' rights and

associated responsibilities regarding the construction on and operation and maintenance of the Property. The County will use the Property for the enjoyment of the public for recreation and to construct the North Port Connector Trail and for no other purpose than those set forth in the Management Plan without the prior written consent of the District.

3. Term – The term of this Agreement will be for a period of thirty (30) years from the date of its execution by the last of the Parties (Effective Date), unless extended in writing by the District and the County for an additional thirty (30) years or terminated in accordance with the provisions of paragraph 14 or 15 of this Agreement.

4. Management and Use of the Property – The District acquired the Property for the protection of water resources and to ensure the conservation, preservation, and restoration of the Property's natural systems.

5. County's Responsibilities – The County's performance pursuant to this Agreement is contingent upon the Board of County Commissioners appropriating funds in each year's annual budget. The County's annual budget for this Agreement will be determined and the District will be notified during the previous fiscal year. The County is designated lead manager for the following activities:

a. **Management Plan** – The County is responsible for the development of a management plan for the Property (Management Plan) and will incorporate its responsibilities into the next revision of the Deer Prairie Creek Project Management Plan. The District will have sixty (60) days from receipt to review the proposed Management Plan. If the District fails to provide comments or otherwise respond within sixty (60) days, the proposed Management Plan will be deemed approved by the District. If the District provides written comments or recommendations, the County will have thirty (30) days from receipt to respond to the District's comments or recommendations. The County may request additional time to respond to the District's comments if additional research or investigation is necessary for the response. The District will not deny a reasonable extension of time to the County for its response. The County's response will be in writing and include either a revised Management Plan that incorporates the District's comments or recommendations, or a detailed explanation of why the County will not revise the proposed Management Plan.

b. **Public Recreation** – The County will implement recreational opportunities for the Property consistent with the Management Plan. The County is not required to construct any new facilities or other improvements on the Property other than those required by law or necessary to secure the Property and any existing facilities, and to provide safe public access.

c. **Signage** – The County will place public information signage at the public entrances to the Property. The signage will recognize the management partnership between the District and the County, advise the public of all recreational opportunities and all prohibited activities on the Property, as well as provide a location and information map. In addition, the County will post appropriate signage to mark and designate trails and parking areas, if any. The County will obtain the District's prior written approval of the form, content, and location of all signage. The District will have thirty (30) days from receipt to review the proposed signage. If the District fails to provide comments or otherwise respond within thirty (30) days, the proposed signage will be deemed approved by the District.

d. Security – The County will secure the Property to discourage illegal dumping, degradation of natural habitats and any other unauthorized use of the Property. The Parties agree that the County will be responsible for the maintenance and management of any fences or other barriers the County constructs along the North Port Connector Trail boundaries. The County will post the North Port Connector Trail boundaries with signage related to its recreational use. All security measures taken to secure the Property will be set forth in the Management Plan.

e. Unauthorized Uses – The County, through its agents and employees, will not authorize any use of the Property that is not in conformance with this Agreement and the Management Plan.

f. Land Use Requests – The County will respond to requests made for recreational use of the Property. A process for responding to such requests will be outlined in the Management Plan. The County will evaluate all requests to use the Property for their consistency with the Management Plan and other County regulatory ordinances and documents. The County will provide the results of its evaluation together with the decision to grant or deny the request to the District.

g. The County will not construct any facilities or otherwise develop or physically alter the Property unless such proposed construction, development, or alteration, as well as the operation and maintenance activities attendant thereto, are included in the Management Plan. The County will not proceed with construction of new improvements without the written approval of the District. At least ninety (90) days prior to any construction of new improvements on the Property, the County will notify the District in writing of the proposed construction and will provide one set of draft construction plans to the District for review and approval to proceed with construction. The District's review and approval of the draft construction plans will only be regarding the proposed location, use, aesthetics, and consistency with the overall management objectives of the Property as stated herein, and does not constitute a representation or warranty that the District has verified the architectural, engineering, mechanical, electrical, or other components of the construction plans and documents, or that such plans and documents are in compliance with District rules and regulations or any other applicable rules, regulations, or laws. If the District provides written comments or recommendations, the County will have sixty (60) days from receipt to respond to the District. The County may request additional time to respond to the District if additional research or investigation is necessary for the response, and the District will not deny a reasonable extension of time to the County for its response. The County's response will be in writing and include either revised construction plans that incorporate the District's comments or recommendations, or a detailed explanation of why the County will not revise the proposed final construction plans. The County will not proceed with any construction of facilities or improvements without having received all necessary permits. The County will design and locate all proposed facilities or other improvements in a manner that will minimize the impact on natural systems and water resources.

h. The County may use the Property to construct, install, remove, improve, repair, replace and maintain the North Port Connector Trail, and for recreational use by the public ; and to grade, excavate or add fill material to the North Port Connector Trail area for the purpose of modifying the trail elevation, and to excavate, install maintain, repair replace, and enlarge, storm water facilities ,or remove any drainage facilities and equipment lying within the North Port Connector Trail for the purpose of storm water drainage. The County has previously submitted 30 percent, 60 percent and 90 percent construction plans to the District for review and will submit

final construction plans for the District to review. The District will have forty-five (45) days from receipt to review the final construction plans. If the District fails to provide comments or otherwise respond within forty-five (45) days, the proposed final construction plans will be deemed approved by the District. If the District provides written comments or recommendations to the final construction plans, the County will have fourteen (14) days from receipt to respond to the District's comments or recommendations. The County may request additional time to respond to the District's comments if additional research or investigation is necessary for the response. The District will not deny a reasonable extension of time to the County for its response. The County's response will be in writing and include either revised construction plans that incorporate the District's comments or recommendations, or a detailed explanation of why the County will not revise the proposed construction plans. In accordance with the 30 percent, 60 percent, and the 90 percent plans submitted, the Parties agree as follows:

i. **Bridge Construction** – Bridges will remain as designed in the 90 percent plans, and the Parties will evaluate opportunities to install additional low water crossings on the south side of the North Port Connector near Interstate 75. The County will be responsible for the maintenance of the low water crossing(s) installed by the County.

j. **North Port Connector Trail Construction and Maintenance** – There shall be a 15-foot strip on the west and south sides of the trail. The County will be responsible for all maintenance and mowing of the Trail and the adjacent 15-foot strip on the west and south side of the trail.

6. District Responsibilities – The District's performance pursuant to this Agreement is contingent upon the District's Governing Board appropriating funds in each year's annual budget. The District is designated lead manager for the following management activities:

a. **Prescribed Burning** – The District will implement all prescribed burn activities for the Property.

b. **Natural Systems Restoration** – The District will implement all upland and wetland restoration projects on the Property, except the Scrub Jay Habitat Conservation responsibilities.

c. **Exotics Control** – The District will implement the removal of nuisance exotic species, both animal and plant on the Property.

d. **Wildfire Response** – The District will coordinate efforts with the Florida Forest Service (FFS) and any other entities necessary to suppress wildfires on the Property. When requested by the District, and provided with reasonable notice, the County may provide mutual aid by assisting the District with personnel and equipment for wildlife response.

e. **Land Maintenance** – The District will establish fire lines, and maintain and replace roads, and culverts on the Property except within the North Port Connector Trail and associated access maintenance road and crossing through the Deer Prairie Creek channel as set forth on Exhibit "B" attached hereto and made a part hereof. In addition, the District will conduct any other activities it determines are necessary to manage vegetation on the Property that can contribute to wildfires. The District will maintain fence lines, gates, locks, and facilities on the Property except within the North Port Connector Trail as set forth on Exhibit "B" attached hereto and made a part hereof.

7. Taxes and Assessments – The County is exempt from ad valorem taxes. If the District is not exempt or if the County's use of the Property and North Port Connector Trail results in the District's loss of any such tax exemption, then any ad valorem taxes, intangible property taxes, personal property taxes or other taxes or assessments of any kind that are assessed or levied lawfully on the Property or the improvements thereon as a result of the County's use thereof during the term of this Agreement, the County will pay said taxes within thirty (30) days after receiving written notice thereof from the District. If the County fails to pay all such taxes within thirty (30) days after receiving written notice from the District, the District may, at its sole option, pay said taxes subject to immediate reimbursement by the County in full, together with any interest thereon at the maximum rate allowed by law and any administrative costs incurred by the District, including reasonable attorneys' fees.

8. Alcohol – The possession, consumption, or other use of any alcoholic beverage on the Property will be consistent with District Rule 40D-9.290, Florida Administrative Code related to alcohol use on District-owned lands.

9. Fees and Revenue – The County may charge visitors or users of the Property or the North Port Connector Trail entrance or user fees. Any fees charged by the County must be used by it for the sole purpose of reimbursing the County for actual and budgeted expenses incurred or to be incurred in the operation, maintenance and security of the Property, improvements thereon, or the North Port Connector Trail. Nothing in this Agreement will prohibit the County from seeking funding from federal or state agencies through grants or other sources to assist with its management responsibilities and use of the Property, the improvements thereon, and the North Port Connector Trail.

10. Right of Access – The County's duly authorized officers, employees, agents, and representatives always have the right to enter upon and travel through and across the Property to conduct the activities and fulfill the responsibilities authorized under this Agreement and the Management Plan.

11. Discrimination – The District and County will not discriminate against any individual because of race, color, religion, gender, national origin, age, physical disability, or marital status with respect to its use and management of the Property, the improvements thereon, and the North Port Connector Trail.

12. Archaeological and Historical Sites – This Agreement does not affect either of the Parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological or historic sites on the Property is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Department of State. The County will implement all reasonable measures to locate, identify, protect, and preserve the archaeological and historic sites on the Property.

13. Liability Insurance – The Licensee is a political subdivision of the State of Florida. It may be fully insured or self-insured for liability coverage. The Licensee must obtain and maintain during the entire term of this Agreement, general liability and vehicle liability coverage, and workers' compensation benefits, with coverages as follows:

- a. Liability insurance on forms no more restrictive than the latest edition of the Commercial

General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Per occurrence.....\$1,000,000

b. Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person..... \$100,000

Bodily Injury Liability per Occurrence \$300,000

Property Damage Liability..... \$100,000

- or -

Combined Single Limit..... \$500,000

c. Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

d. The Licensee agrees to provide documentation to the District from its insurance carrier, or on the Licensee's letterhead, that the above insurance is in effect, and written confirmation of the continued existence thereof, whenever requested by the District throughout the term of this Agreement. Such insurance policy, policies or self-insurance must include the District and its agents, employees, and officers as additional named insureds.

e. The District must receive at least 30 days prior written notice of any material change, cancellation or claim that would affect the required coverage.

f. Certificates of insurance verifying general liability, vehicle liability and workers' compensation and any other line of coverage specifically relevant to this Agreement are required in the same amounts from any contractor or subcontractor who performs services for the County pursuant to this Agreement.

14. Default and Termination – Either party may terminate this Agreement upon the other party's default in complying with any term or condition of this Agreement or failure to perform any activities set forth in a current approved Management Plan. To effect termination, the terminating party will provide the party in default with a written "Notice of Termination" stating its intent to terminate and describing the term or condition with which the party in default has failed to comply. If the party in default has not remedied its default within sixty (60) days after receiving the Notice of Termination, this Agreement will automatically terminate. The County's responsibility to maintain and manage the North Port Connector Trail in accordance with subparagraphs 5.h. and 5.i. above will survive termination of this Agreement pursuant to this paragraph.

15. Termination Without Cause – This Agreement may be terminated by either party without cause upon sixty (60) days written notice to the other party. Termination is effective upon the sixtieth day from the date of the written notice. The County's responsibility to maintain and manage the North Port Connector Trail in accordance with subparagraphs 5.h. and 5.i. above will survive termination of this Agreement pursuant to this paragraph.

16. Indemnification – Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S. from all claims, loss, damage, and expense,

including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of its officers, employees, contractors, and agents related to its performance under this Agreement. Nothing herein will be deemed a waiver, express or implied, or either party's sovereign immunity under Section 768.28, F.S.

17. Assignment – The County may assign any of its rights under this Agreement, including any operation or maintenance duties related to its performance under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner only with the prior written consent of the District. In the event of any purported assignment of rights in violation of this section, the Parties agree that this Agreement will terminate and is void.

18. Law Compliance – The Parties will comply with all applicable federal, state, and local laws, rules, regulations and guidelines, and all applicable permit terms and conditions relative to performance under this Agreement or any Management Plan.

19. Recording – This Agreement may be recorded and filed with the Clerk of the Circuit Court of Sarasota County, Florida.

20. Notices – Any and all notices, requests or other communications relating to this Agreement or the performance of the Parties hereto will be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first-class postage prepaid. Such written notice will be addressed as follows:

To the County: Sarasota County Board of County Commissioners
 Attention: Parks, Recreation and Natural Resources
 1660 Ringling Boulevard
 Sarasota, Florida 34236

To the District: Southwest Florida Water Management District
 Attention: Land Resources Bureau Chief
 2379 Broad Street
 Brooksville, Florida 34604-6899

21. Entire Agreement – This Agreement and the attached exhibits constitute the entire Agreement between the Parties, and unless otherwise provided herein, may be amended only in writing signed by all Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto, or their lawful representatives have executed this Agreement on the day and year set forth next to their signatures below.

ATTEST:

KAREN E. RUSHING, Clerk of the
Circuit Court, Ex-officio Clerk
Of the Board of County Commissioners

By: Blanca Montoya
Deputy Clerk

Witness [Signature]
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: [Signature]
Chairman

Date: 10/8/2021

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
Kelly S. Rice, Chair

Attest: _____
Rebecca Smith, Secretary

Date: _____

Reviewed as to form and legal sufficiency

[Signature]
County Attorney/Date [Signature]

Reviewed as to form and legal sufficiency

Office of General Counsel/Date

Exhibit A

Legal Description Parcel 21-708-136X

All of Section 13; and all of Sections 4 and 11, Lying south of the right-of-way for I-75; the North 1/2 of Section 10, Lying south of the right-of-way for I-75; the South 1/2 of Section 12, Lying south of the right-of-way for I-75; and the East 1/2 of Section 14, all being in Township 39 South, Range 20 East, Sarasota County, Florida.

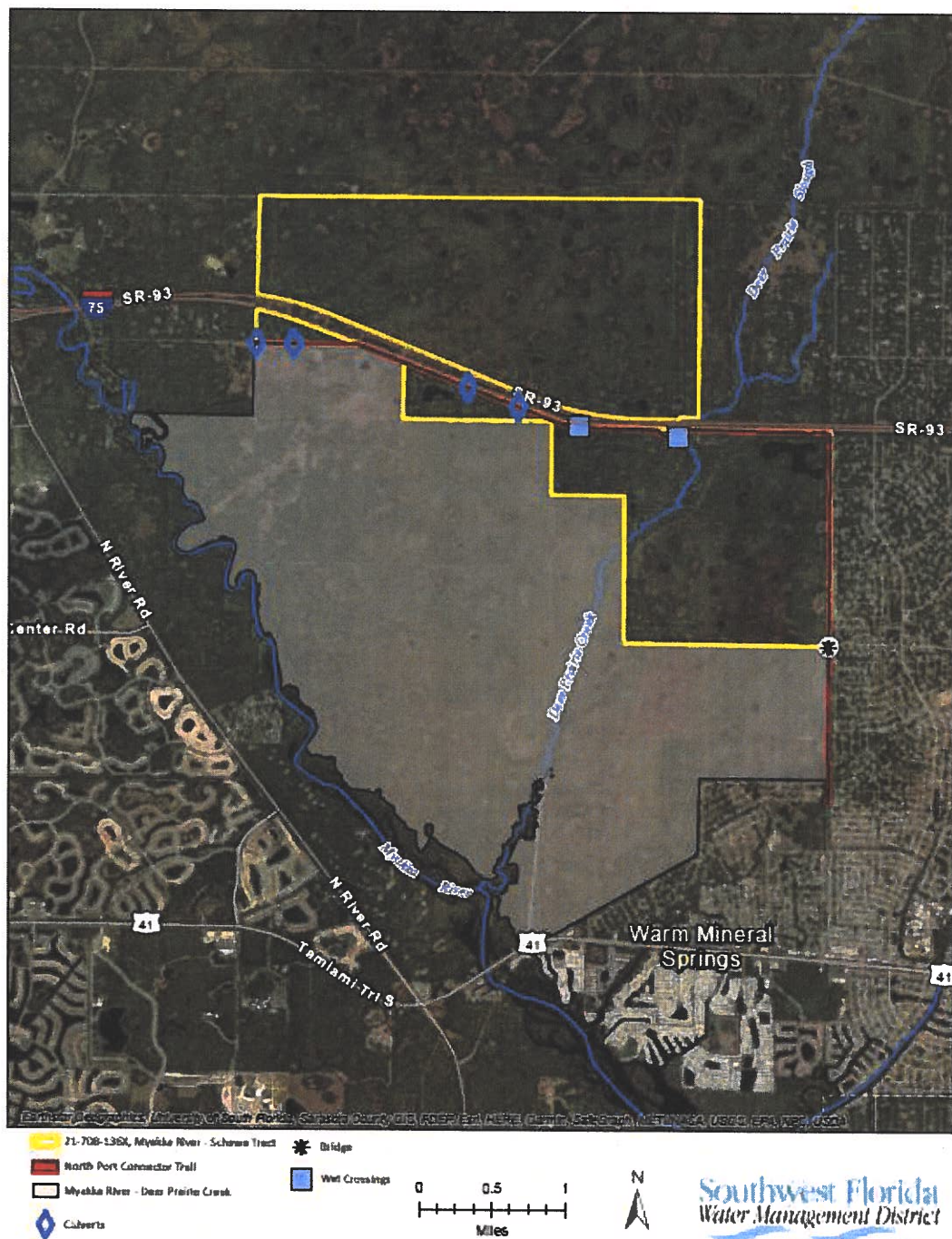
Together with a non-exclusive easement for ingress and egress over, across and upon the following described land:

That part of Section 9, Township 39 South, Range 20 East, described as follows: Begin at the Northwest corner thereof thence run South 89°24'24.29" East 3,751.47 feet along the North line of said Section 9, thence South 69°01'02.38" East 1,732.42 feet to the East line of said Section 9, thence South 1°08'55.71" West 63.78 feet along said East line, thence North 69°01'02.38" West 1,779.38 feet, thence North 79°12'43.34" West 98.42 feet, thence North 89°24'24.29" West 3,610.47 feet to the West line of said Section 9, thence North 1°33'10.71" East 30.0 feet along said West line to the Point of Beginning (hereinafter the "Easement"), which Easement was granted by Grant of Easement dated July 6, 1982 by instrument recorded at O.R. Book 1527, Page 587, Public Records of Sarasota County, Florida.

Approved for use by the Survey Section 02-16-2021, W.O. 21-053.

Remainder of this page intentionally left blank.

Exhibit B



CONSENT AGENDA**June 22, 2021****Regulation Committee: Water Use Permit No. 20003069.015 - Symon Grove / Symon Grove, LLC
(DeSoto County)**

This is a modification of an existing water use permit for agricultural use. The authorized quantities have changed from the previous permit. This permit authorizes an increase in the annual average quantity from 498,000 gallons per day (gpd) to 680,500 gpd, an increase in the drought annual average from 799,700 gpd to 942,900 gpd, and an increase in the peak month quantity from 3,600,000 gpd to 3,986,200 gpd. The crop protection quantity remains unchanged at 7,896,000 gpd. This modification incorporates an additional source of Alternative Water Supply (AWS) as a result of a second FARMS (Facilitating Agricultural Resource Management Systems) project H787, now with a combined potential groundwater offset of 294,000 gpd. The changes in quantities are due to a revised estimate of irrigated area (from 612 to 660 acres of citrus) and a correction to the allocation rate. There is no change in Use Type from the prior revision. Quantities are based on the District's irrigation allotment calculation program, AGMOD. This permit is located in the Shell Creek watershed of the Southern Water Use Caution Area (SWUCA) and relies on a FARMS tailwater recovery system and reservoir to meet a significant portion of the irrigation demand.

Special conditions include those that require the Permittee to report monthly meter readings, submittal of annual crop reports, implement water conservation and best management irrigation practices, eliminate off-site discharge, immediately implement the District-approved water conservation plan, submit meter accuracy reports every five years, submit an overpumpage report upon District request, meet FARMS contract requirements, and adhere to the SWUCA Recovery Strategy.

The permit application meets all Rule 40D-2 Conditions for Issuance.

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

Darrin W. Herbst, P.G., Bureau Chief, Water Use Permit Bureau

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 003069.015**

PERMIT ISSUE DATE: June 22, 2021

EXPIRATION DATE: April 29, 2035

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Modification

GRANTED TO: Symon Grove, LLC/Attn: Justin Blomberg
1370 Jet Stream Drive, Ste. 100
Henderson, NV 89052

PROJECT NAME: Symon Grove

WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA

COUNTY: Desoto

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)

ANNUAL AVERAGE	680,500 gpd
PEAK MONTH ¹	3,986,200 gpd
DROUGHT ANNUAL AVERAGE ²	942,900 gpd
CROP PROTECTION/MAXIMUM ³	7,896,000 gpd

1. Peak Month: Average daily use during the highest water use month.
2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.
3. Crop Protection/Maximum: Maximum use allowed any 24-hour period/Frost and Freeze protection of crops.

ABSTRACT:

This is a modification of an existing water use permit for agricultural use. The authorized quantities have changed from the previous permit. This permit authorizes an increase in the annual average quantity from 498,000 gallons per day (gpd) to 680,500 gpd, an increase in the drought annual average from 799,700 gpd to 942,900 gpd, and an increase in the peak month quantity from 3,600,000 gpd to 3,986,200 gpd. The crop protection quantity remains unchanged at 7,896,000 gpd. This modification incorporates an additional source of Alternative Water Supply (AWS) as a result of a second FARMS (Facilitating Agricultural Resource Management Systems) project H787, now with a combined potential groundwater offset of 294,000 gpd. The change in quantities is due to an updated estimate of irrigated area from 612 to 660 acres of citrus and a correction to the allocation rate for the soil type. There is no change in Use Type from the prior revision. Quantities are based on the District's irrigation allotment calculation program, AGMOD. This permit is located in the Shell Creek watershed of the Southern Water Use Caution Area (SWUCA) and relies on a FARMS tailwater recovery system and reservoir to meet a significant portion of the irrigation demand.

Special conditions include those that require the Permittee to report monthly meter readings, submittal of annual crop reports, implement water conservation and best management irrigation practices, eliminate off-site discharge, immediately implement the District-approved water conservation plan, submit meter accuracy reports every five years, submit an overpumpage report upon District request, meet FARMS contract requirements, and adhere to the SWUCA Recovery Strategy.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>	<u>DROUGHT ANNUAL AVERAGE</u>	<u>CROP PROTECTION /MAXIMUM</u>
Agricultural	680,500	3,986,200	942,900	7,896,000

USES AND IRRIGATION ALLOCATION RATE TABLE

<u>CROP/USE TYPE</u>	<u>IRRIGATED ACRES</u>	<u>IRRIGATION METHOD</u>	<u>STANDARD IRRIGATION RATE</u>	<u>DROUGHT IRRIGATION RATE</u>
Citrus	660.00	Low Volume Spray	15.50"/yr.	21.48"/yr.

WITHDRAWAL POINT QUANTITY TABLE

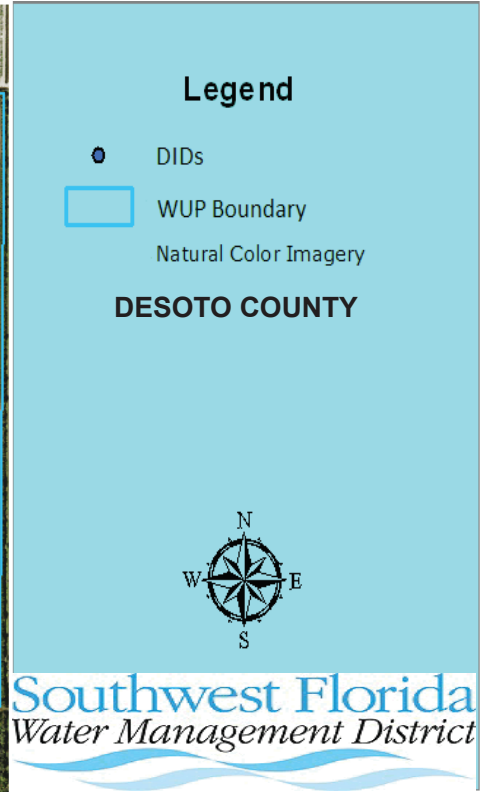
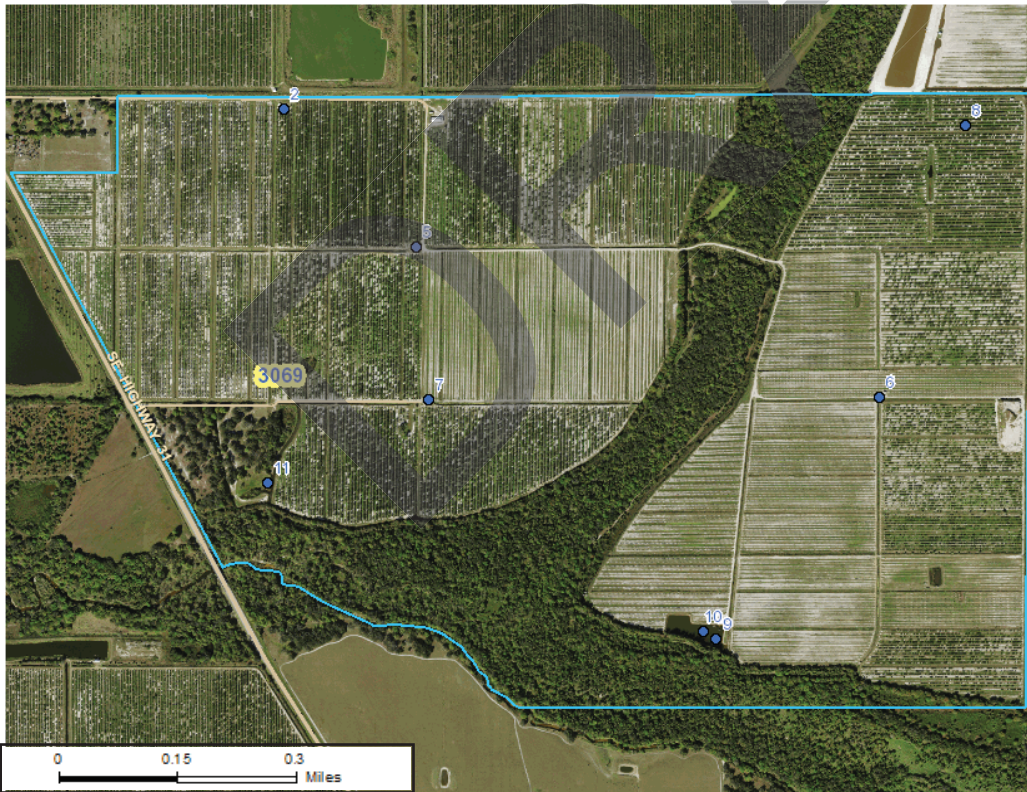
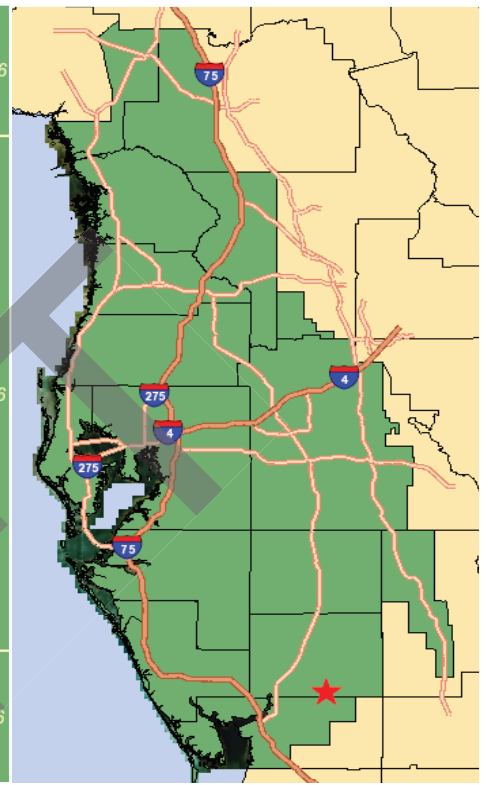
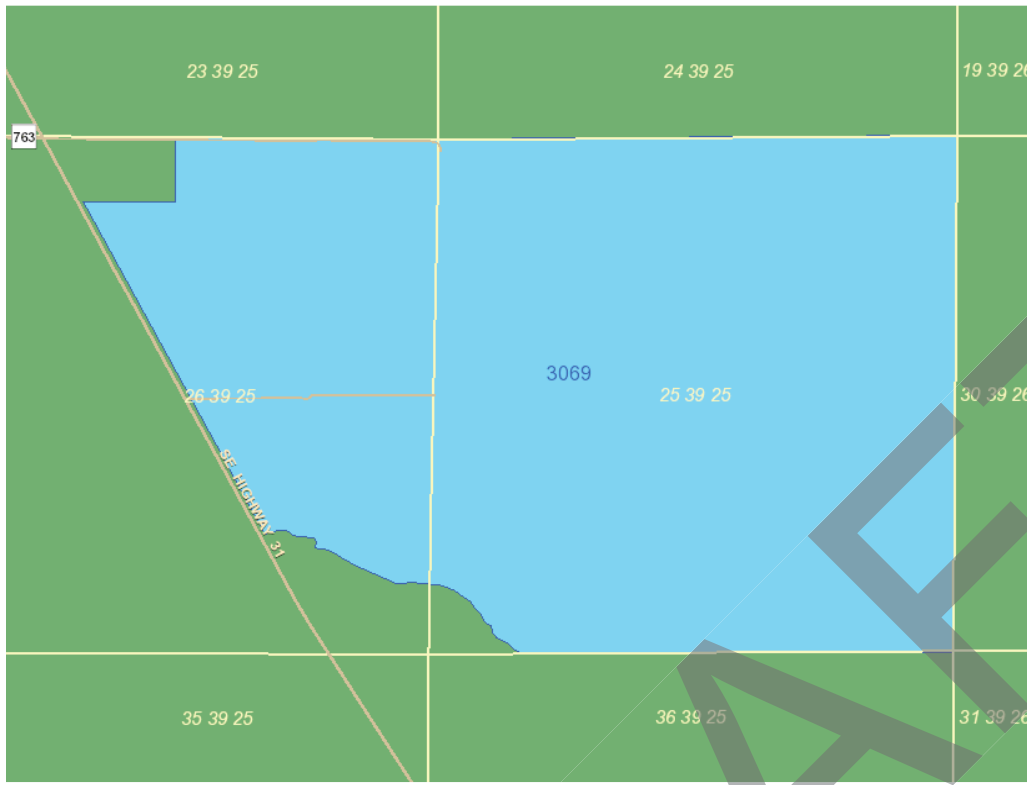
Water use from these withdrawal points are restricted to the quantities given below:

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>	<u>CROP PROTECTION (gpd)</u>
2 / 2	12	1,205 / 555	Irrigation	90,500	744,900	1,579,200
5 / 5	12	1,312 / 732	Irrigation	90,500	744,900	1,579,200
6 / 6	12	1,183 / 683	Irrigation	57,500	875,700	1,579,200
7 / 7	16	1,254 / 720	Irrigation	90,500	744,900	1,579,200
8 / 8	16	1,100 / 651	Irrigation	57,500	875,800	1,579,200
9 / 9	6	N/A / N/A	FARMS Withdrawal Point	92,000	875,700	2,632,000
10 / 10	6	N/A / N/A	FARMS Withdrawal Point	92,000	875,800	2,632,000
11 / 11	6	N/A / N/A	FARMS Withdrawal Point	110,000	2,234,700	2,632,000

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
2	27° 03' 46.17"/81° 46' 56.61"
5	27° 03' 34.31"/81° 46' 43.94"
6	27° 03' 21.41"/81° 45' 59.12"
7	27° 03' 21.19"/81° 46' 42.73"
8	27° 03' 44.64"/81° 45' 50.75"
9	27° 03' 00.68"/81° 46' 14.94"
10	27° 03' 01.26"/81° 46' 16.18"
11	27° 03' 14.08"/81° 46' 58.32"

Location Map
Symon Grove, LLC/Attn: Justin Blomberg
WUP No. 20 003069.015



STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District
Tampa Service Office, Water Use Permit Bureau
7601 U.S. Hwy. 301 North
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.
(499)

2. The Permittee shall document and report on District forms, the beginning and ending hours and dates of operation of each withdrawal point used for the protection of crops from frost, freeze or heat damage. The report shall include the gallons per day pumped from each withdrawal point based on irrigation system capacity, or if available, totalizing flow meter readings. This report shall be submitted by the 10th day of the month following irrigation for crop protection. The crop protection daily quantities specified in this permit are solely for the purpose of crop protection, and do not apply to routine irrigation practices. Irrigation for crop protection shall not exceed the crop protection daily quantity listed on the permit and shall not cause water to go to waste.
(1)
3. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)
4. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)
5. This specific permit is issued with the understanding that the Permittee shall implement Best Management Practices (BMPs), which will result in elimination of off-site discharge of lower quality irrigation water to the greatest extent practicable. This is required to avoid contribution by this permitted site to the water quality degradation within the Shell Creek and Prairie Creek watersheds, and to assist in improvement in water quality of the City of Punta Gorda's Shell Creek Reservoir.(322)
6. The District has determined that direct and indirect run-off of irrigation water into Shell Creek and Prairie Creek have contributed to water quality degradation in a Class I waterway that serves as a public supply source for an existing legal water user, the City of Punta Gorda. Degradation of the City's reservoir has occurred to such an extent that the concentration of several constituents has exceeded secondary drinking water standards in the past. To avoid further degradation of the reservoir and to improve water quality, such that it is consistent with Class I water quality standards, the

Permittee shall continue to improve the management of irrigation water by reducing or eliminating off-site discharge of lower quality irrigation water. At the time of issuance of this permit the District is addressing off-site discharge and attempting to resolve the aforementioned adverse impacts through cooperative and collaborative measures with Permittees, changes in irrigation management practices, and other methods. If the effectiveness of these measures is determined to be insufficient to resolve these adverse impacts and irrigation management practices on this site appear to contribute to these continued impacts, the District may seek to modify this permit in accordance with applicable law.(327)

7. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices. (331)
8. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)
9. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request. (427)

10. The Permittee shall immediately implement the District-approved water conservation plan that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted April 1, 2025.(449)
11. The Permittee shall investigate the feasibility of increasing the use of or using reclaimed water for irrigation when notified by the District that reclaimed water may be available in sufficient supply to be utilized for this permit. The Permittee shall submit a report documenting the feasibility investigation within six months of the notification. The report shall contain an analysis of reclaimed water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of reclaimed water available, the projected date(s) of availability, costs associated with obtaining the reclaimed water, and an implementation schedule for reuse, if feasible. Infeasibility shall be supported with a detailed explanation. If the use of reclaimed water is determined to be feasible by the Permittee or by the District, then the Permittee shall submit an application to modify this water use permit to include reclaimed water as a source of water. The modification application shall include a date when the reclaimed water will be available and shall indicate a proposed reduction in permitted quantities. If the permit application is not submitted by the Permittee, the District may reduce, following notice to the Permittee, the quantities authorized with this permit to account for the availability of reclaimed water. (458)
12. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for annual crops for each permitted irrigation withdrawal point, District ID. No(s). 2, 5, 6, 7, and 8, Permittee ID No(s). 2, 5, 6, 7, and 8:
 1. Crop type,
 2. Irrigated acres,

3. Irrigation method (NTBWUCA only),
4. Dominant soil type per crop or the number of acres per crop on that dominant soil type, and
5. If used, quantities used for crop protection.

This information shall be submitted by March 1 of each year documenting irrigation for the previous calendar year.

(474)

13. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
14. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
15. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
16. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID No(s). 11, Permittee ID No(s). 11. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(718)
17. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID No(s). 2, 5, 6, 7, 8, 9, and 10, Permittee ID No(s). 2, 5, 6, 7, 8, 9, and 10. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)
18. Upon execution of the signed "FARMS" Agreement between the District and Permittee, the following condition shall be complied with:

A. Standby quantities are based on calculations performed by the DISTRICT that provide the best estimate of the groundwater quantities that shall be conserved or offset as a result of the operation of the FARMS Project (PROJECT). The parties recognize that the DISTRICT agreed to fund the PROJECT based upon this estimated resource benefit and the standby quantity shall constitute the "offset" of the PROJECT which may only be used by the Permittee in accordance with the provisions of paragraph C. The preceding sentence of this provision shall survive the termination or expiration of the FARMS Agreement for so long as the Permittee operates the PROJECT.

B. If a 20-year permit is issued, the Permittee agrees to operate the PROJECT in accordance with paragraph C for the term of the 20-year permit and the DISTRICT agrees that standby quantities shall not be reduced during the 20-year permit unless requested by the Permittee or required by Florida Statutes. Standby quantities will be reviewed during permit renewal and will remain on standby status without reduction as long as the Permittee continues to operate the PROJECT in accordance with paragraph C and the conditions for issuance provided for in Chapter 373, F.S. and Chapter 40D-2, F.A.C., are met. If the Permittee discontinues operating the PROJECT prior to the expiration of the 20-year permit, the Permittee shall submit a permit modification application within ten (10) days and the parties agree that the standby quantities will be reviewed by the DISTRICT in accordance with the provisions of Chapter 373, F.S. and Chapter 40D-2, F.A.C. In the event the Permittee subsequently operates the PROJECT, the Permittee shall modify the Permit in accordance with paragraph A. This provision shall survive the termination or expiration of the FARMS Agreement.

C. The Permittee shall use the project components for the purpose of reducing groundwater withdrawals to the maximum extent practicable and allowed under the terms and conditions of the Permit, or its subsequent renewal or modification on all portions of the agricultural operation which are capable of benefiting from the PROJECT. Notwithstanding the foregoing, the Permittee may use standby quantities for irrigation as reasonably necessary under the circumstances and in accordance with the Permit or its subsequent renewal or modification if the use of the water provided by the PROJECT is such that a) adverse crop effects will occur due to its use or detainment; b) food safety concerns arise through its use; c) the quantity of surface water and captured irrigation tailwater is insufficient to provide the quantities of water necessary for supplemental irrigation; d) an unforeseen malfunction in project components occurs; or e) if standby quantities estimated are not realized. If a 20-year permit is issued to the Permittee under the terms of paragraph B, this provision shall survive the expiration of the FARMS Agreement through the duration of the 20-year permit.

D. The Permittee shall not use the standby quantities to expand its agricultural operation or to irrigate a change in crop that utilizes more water than the existing crops that are set forth in the FARMS Agreement. This provision shall not be construed to prohibit the Permittee from expanding its agricultural operation or irrigating different crops with quantities otherwise available in the Permit. This provision shall survive the termination or expiration of the FARMS Agreement for so long as the Permittee operates the PROJECT.

E. The Permittee shall not, sell, lease, convey or otherwise transfer the standby quantities from the Permit, or its subsequent renewal or modification, to any other permit, person, or entity or to another property owned by the Permittee. This provision shall survive the termination or expiration of the FARMS Agreement for so long as the Permittee operates the PROJECT.

F. The required permit modification applications may be made through the use of a Modification Short Form if otherwise permitted under DISTRICT rules.
(990)

19. The permittee is eligible for water conserving credits on April 1, 2025 through the submittal of a Letter Modification Application." The Permittee must be in compliance with all permit conditions and have submitted all appropriate seasonal and annual crop reporting forms to be eligible for the additional water conserving credits. The available water conserving credit quantity will be equal to twice the difference between the 5-in-10 and 2-in-10 irrigation requirements as determined by AGMOD.(1027)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
 - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - B. Damage to crops and other vegetation causing financial harm to the owner; and
 - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.

11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted

by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

1. **Accuracy Test Due Date** - The Permittee is to schedule their accuracy test according to the following schedule:
- A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
 - B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
 - C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
 - D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
 - E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
- A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
 - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
 - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
 - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.
3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
- A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.

- B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;
- C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
- D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
- E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
- F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

CONSENT AGENDA**June 22, 2021****General Counsel's Report: Approval of Partial Assignment and Assumption of Conservation Easement - Environmental Resource Permit No. 43028370.026 - Tidewater Preserve - Manatee County**

On January 30, 2007, the District issued Environmental Resource Permit (ERP) No. 43028370.003 (Permit) to WCI Communities, LLC (WCI), for a project known as Tidewater Preserve (Project), located in Manatee County, Florida. The Permit required the conveyance of a conservation easement over the Project to the District. On December 18, 2008, WCI granted a conservation easement over the Project to the City of Bradenton instead of the District. This incorrect conservation easement came to light during the review of a subsequent application to modify the Permit (ERP No. 43028370.026).

District staff, after discussions with the City of Bradenton and WCI, determined that the best way to ensure the District obtains the conservation easement interest required by the Permit is via the City of Bradenton assigning its interests under the conservation easement to the District. The assignment is only a partial assignment of the interest conveyed in the conservation easement because it covered a larger area than what is required by the Permit. In addition, the assignment provides for a third-party right of enforcement for the City of Bradenton to the conservation easement interest assigned to the District. This third-party right of enforcement was needed because the conservation easement was a predicate for development approval of the Project by the City.

To evidence acceptance of the partial assignment and assumption of the conservation easement, the District must join with the City of Bradenton in executing the instrument. The City of Bradenton has already executed the instrument. The Partial Assignment and Assumption of Easement is provided for the Governing Board's review as an exhibit to this recap. If the Governing Board approves and accepts the partial assignment and assumption of the conservation easement, then the Partial Assignment and Assumption of Easement will be executed by the Governing Board Chair.

Staff Recommendation:

Approve and accept the attached Partial Assignment and Assumption of Easement for the Tidewater Preserve.

Presenter:

Adrienne E. Vining, Assistant General Counsel

Prepared By And Return To:
 Kenneth A. Tinkler, Esq.
 Carlton Fields, PA
 4221 W. Boy Scout Blvd., Suite
 1000
 Tampa FL 33607
 Tel. 813-223-7000

PARTIAL ASSIGNMENT AND ASSUMPTION OF EASEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF EASEMENT ("Assignment") is made this 12th day of May, 2021, by and between the **CITY OF BRADENTON**, a municipal corporation of the State of Florida ("City"), whose mailing address is 101 Old Main St. W., Bradenton, Florida 34205, and the **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT** ("SWFWMD"), whose mailing address is 2379 Broad Street, Brooksville, Florida 34604.

WITNESSETH:

WHEREAS, the City is the owner and holder of a Conservation Easement, recorded in Official Records Book 2282, Page 6267 *et seq.*, of the public records of Manatee County, Florida, as described in the attached Exhibit "A" (the "**Easement**"); and

WHEREAS, the Easement encumbers and affects certain real property described in the Easement (the "**Land**"); and

WHEREAS, the City desires to assign to SWFWMD, and SWFWMD desires to accept, an assignment of the City's rights as owner and holder of the Easement (the "**Easement Rights**") on a portion of the Land encumbered by the Easement, more particularly and legally described and identified in the attached Exhibit "B" (the "**Property**"); and

WHEREAS, the City desires to retain a third-party right of enforcement of the terms of the Easement on the Land, including the Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and SWFWMD agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated as if fully set forth herein.

2. **Assignment and Assumption of Rights.** The City hereby assigns to SWFWMD the Easement Rights that encumber the Property, and SWFWMD accepts and assumes those Easement Rights that encumber the Property, subject to the reservation described below.

3. **Reservation of Enforcement Rights.** The City reserves, to itself and to its successors and assigns, the right to enforce the terms of the Easement, at its discretion, on all of the Land and shall continue to be considered a "Grantee", as defined by the Easement, for purposes of such enforcement. SWFWMD agrees to the City's reservation of rights herein.

4. **Parties Bound.** This Assignment will be binding upon and inure to the benefit of the parties to this Assignment and Assumption and their respective successors and assigns.

5. **Governing Law.** This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of law.

6. **Severability.** In the event any term or provision of this Assignment is held illegal, unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Assignment will not be affected, and each remaining term and provision will be valid and will remain in full force and effect.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the City and SWFWMD have caused this Partial Assignment and Assumption of Easement to be executed on the dates set forth below.

ATTEST:

BY: Sharon Beauchamp
Sharon Beauchamp,
City Clerk & Treasurer

**CITY OF BRADENTON, a municipal
corporation of the State of Florida.**

APPROVED AS TO FORM:

BY: Scott Rudacille
Scott Rudacille, City Attorney

By: Gene Brown
Gene Brown, Mayor

Date: 5-12-21

WITNESS:

Signature: Jeannie L. Roberts
Print name: Jeannie L. Roberts



WITNESS:

Signature: Corey J. Fortin
Print name: Corey J. Fortin

CITY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12th day of May, 2021, by Gene Brown, Mayor of the City of Bradenton, a municipal corporation of the State of Florida, on behalf of the City of Bradenton.

NOTARY SEAL



Tamara Jean Melton
Notary Public

Print: Tamara Jean Melton
Commission No.: GG 329766
My Commission Expires: 06/04/2023

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

ATTEST:**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**BY: _____
Rebecca Smith, SecretaryBy: _____
Kelly S. Rice, Chair**WITNESS:**

(SEAL)

Signature: _____

Print name: _____

WITNESS:

Signature: _____

Print name: _____

DISTRICT'S ACKNOWLEDGEMENTSTATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021, by Kelly S. Rice as Chair and Rebecca Smith as Secretary of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District.

NOTARY SEAL

Notary Public

Print: _____

Commission No.: _____

My Commission Expires: _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A**Copy of recorded Easement**

This instrument prepared by and return to:

James A. Harrison, P.E.
Firm Associate
Porges, Hamlin, Knowles Prouty, Thompson and Najmy, P.A.
1205 Manatee Ave. West
Bradenton, FL 34205

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 18 day of DECEMBER 2008 by WCI Communities, Inc., a Florida Corporation, for profit, having an address at 24301 Walden Center Drive, Bonita Springs, FL 34134 ("Grantor"), in favor of the City of Bradenton, a Municipal Corporation of the State of Florida, having a mailing address at 101 Old Main St., Bradenton, FL 34205 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in City of Bradenton, Manatee County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference [or] as shown on the recorded plat for Tidewater Preserve, recorded in Plat Book _____, Pages ____ through _____ of the Public Records of Manatee County, Florida, as the Tidewater Preserve Conservation Easement (the "Property"); and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to

the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- b. Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- c. Removing or destroying trees, shrubs, or other vegetation, except as authorized in the land management plans as approved by the City of Bradenton and Southwest Florida Water Management District.
- d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- e. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- g. Acts or uses detrimental to such retention of land or water areas.

h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement, including passive recreational uses and mangrove trimming.

4. Grantor's Property Maintenance. Grantor agrees to continue to maintain the property at its current level of maintenance existing as of the date of the execution of this Easement.

5. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

a. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the Conservation Easement.

6. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any

subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

7. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

8. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

9. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Manatee County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

10. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties

BK 2282 PG 6271 (5 of 19)

hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

GRANTOR:

Signature: [Signature] Signature: [Signature]
Printed Name: NIC APARICIO Printed Name: Rob King

Signature: [Signature]
Printed Name: JEAN Barkenhagen

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 18th day of December, 2008, by Rob King, who did not take an oath.

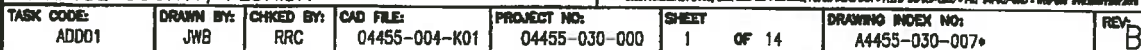


[Signature]
Notary Public, State of Florida at Large.

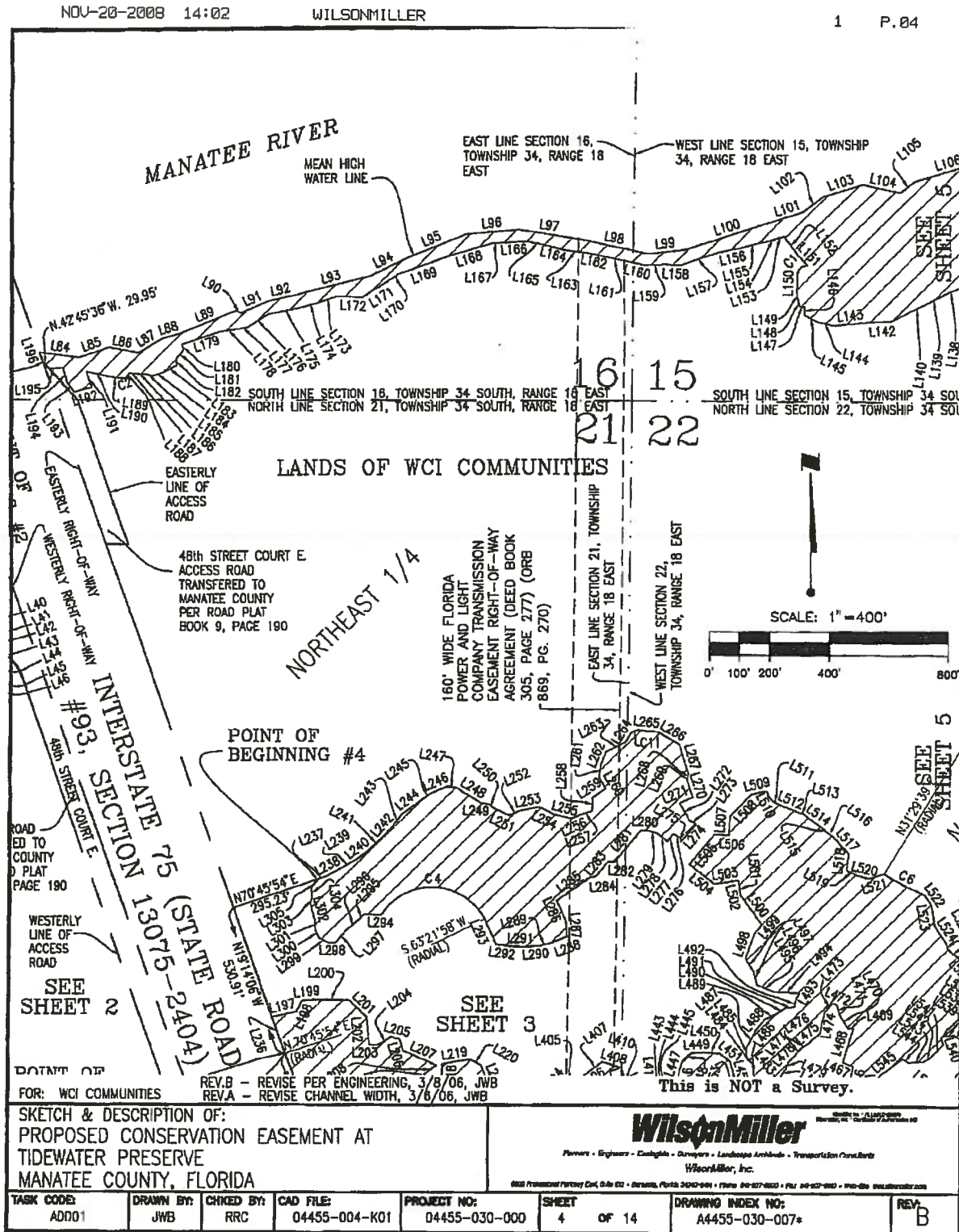
My Commission Expires:
June 28, 2012

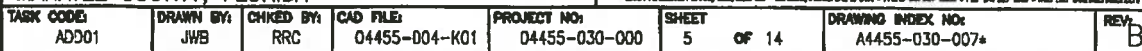
Serial No. DD 767080

Personally known ☒ OR produced identification ☐ Identification produced ☐









BK 2282 PG 6277 (11 of 19)

NOV-20-2008 14:02

WILSONMILLER

1 P.06

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N00°01'26"W	90.34'	L56	S12°09'24"W	52.36'	L111	S49°32'25"E	170.57'	L166	S87°12'38"W	97.98'
L2	N11°02'18"E	10.32'	L57	S37°15'54"W	42.28'	L112	S63°48'43"E	383.70'	L167	N89°05'58"W	16.76'
L3	N19°56'17"W	3.53'	L58	S59°00'36"W	22.94'	L113	S74°08'25"E	66.77'	L168	S73°31'43"W	138.50'
L4	N55°29'58"W	18.27'	L59	S45°13'07"W	64.62'	L114	S59°23'16"E	83.77'	L169	S70°49'04"W	193.83'
L5	N45°47'54"E	20.05'	L60	S19°20'15"W	38.89'				L170	S53°42'05"W	23.95'
L6	N15°16'41"E	29.92'	L61	S11°36'53"W	74.35'	L116	S34°38'05"W	232.16'	L171	S57°26'52"W	119.84'
L7	N08°06'57"E	43.82'	L62	S13°47'46"W	51.42'				L172	N87°20'05"W	82.70'
L8	N45°30'32"E	10.62'	L63	S24°12'40"W	128.28'	L118	N54°50'56"W	60.19'	L173	S71°42'41"W	69.53'
L9	N11°13'49"E	59.23'				L119	S55°34'31"W	145.80'	L174	S74°34'36"W	53.86'
L10	N00°46'30"W	17.35'				L120	N78°25'11"W	116.01'	L175	S78°14'56"W	115.93'
L11	N15°28'25"E	58.20'				L121	N67°27'10"W	25.20'	L176	S57°13'23"W	81.54'
L12	N06°48'34"E	162.87'	L67	S06°27'12"W	61.66'	L122	S88°56'05"W	194.40'	L177	S78°11'32"W	32.74'
L13	N11°23'07"E	31.40'	L68	S10°01'16"W	217.99'	L123	S88°59'25"W	92.74'	L178	S81°28'23"W	65.36'
L14	N07°14'55"E	67.49'	L69	S14°31'06"W	80.30'	L124	N58°54'19"W	49.51'	L179	S71°07'11"W	132.88'
L15	N09°00'47"E	59.45'	L70	S37°16'53"E	14.37'	L125	N16°23'47"W	50.51'	L180	S09°08'14"E	21.55'
L16	N25°20'52"E	30.40'	L71	S18°07'32"W	49.03'	L126	N36°09'49"W	72.90'	L181	S39°54'29"W	37.43'
L17	N07°53'43"E	43.08'	L72	S02°52'22"W	15.63'	L127	S82°57'18"W	36.09'	L182	S03°37'37"E	22.30'
L18	N10°24'31"E	23.57'	L73	S14°46'38"E	35.49'	L128	N80°22'50"W	26.76'	L183	S61°49'50"W	50.24'
L19	N08°47'02"E	186.42'	L74	S70°17'08"W	14.56'	L129	S88°44'59"W	12.37'	L184	S73°07'12"W	39.91'
L20	N14°46'43"E	36.84'	L75	S06°09'04"W	63.54'	L130	S45°14'56"W	23.63'	L185	N74°18'49"W	24.89'
L21	N26°36'30"E	80.47'	L76	S08°51'10"W	137.37'	L131	S52°04'57"W	24.94'	L186	N89°08'12"W	36.31'
L22	N10°41'30"E	175.53'	L77	S13°13'46"W	15.25'	L132	S56°53'06"W	27.34'	L187	N78°28'08"W	14.22'
L23	N33°48'00"E	81.97'	L78	S64°58'21"E	52.54'	L133	N89°51'54"W	29.82'	L188	S43°42'33"W	20.26'
L24	N35°24'13"E	26.26'	L79	S43°29'04"E	38.76'	L134	S49°19'01"W	65.91'	L189	N80°47'52"W	49.79'
L25	N34°54'59"E	100.58'	L80	S17°32'35"E	80.81'	L135	S79°58'19"W	44.26'	L190	N76°37'08"W	72.65'
L26	N00°53'54"W	91.70'	L81	S11°51'45"E	64.37'	L136	N84°13'37"W	13.88'	L191	S17°45'25"E	57.88'
L27	N15°03'56"E	95.69'	L82	S24°17'42"E	101.15'	L137	S42°14'05"W	21.42'	L192	S75°23'36"W	60.71'
L28	N01°54'26"E	105.37'	L83	N89°26'05"W	223.24'	L138	S65°08'43"W	68.71'	L193	N37°42'00"W	42.52'
L29	N07°42'44"E	70.59'	L84	S82°28'37"E	136.82'	L139	S63°30'48"W	62.61'	L194	N13°54'01"W	50.75'
L30	N17°33'50"E	97.18'	L85	N71°06'39"E	107.36'	L140	S63°07'21"W	127.19'	L195	S86°33'13"W	49.13'
L31	N06°17'33"E	361.22'	L86	S78°38'22"E	101.17'				L196	N19°14'06"W	35.39'
L32	N14°22'33"E	81.63'	L87	N58°22'24"E	91.32'	L142	S87°02'45"W	74.84'	L197	N77°39'26"E	84.29'
L33	N01°27'23"W	286.85'	L88	N74°10'01"E	61.78'	L143	S83°56'58"W	122.91'	L198	N24°57'15"E	39.72'
L34	N11°43'33"E	72.95'	L89	N67°21'34"E	208.91'	L144	N74°49'16"W	52.16'	L199	N83°39'41"E	41.27'
L35	S19°14'06"E	1.98'	L90	S59°27'25"E	17.02'	L145	N62°48'25"W	48.95'	L200	S89°16'31"E	115.60'
L36	S03°44'46"W	179.29'	L91	N68°49'29"E	104.45'	L146	N01°20'55"W	28.96'	L201	S46°08'09"E	83.68'
L37	S05°09'05"E	276.86'	L92	N77°26'09"E	89.49'	L147	S87°01'23"W	14.90'	L202	S05°33'28"E	98.38'
L38	S10°21'41"W	130.27'	L93	N75°56'27"E	259.87'	L148	N19°54'16"W	25.24'	L203	S89°18'31"E	28.43'
L39	N02°27'42"W	172.75'	L94	N63°50'23"E	125.00'	L149	N02°58'37"W	28.06'	L204	N56°16'22"E	53.03'
L40	S16°12'56"W	10.13'	L95	N68°04'58"E	222.72'	L150	N01°55'26"E	56.76'	L205	S75°27'54"E	29.49'
L41	S05°27'02"W	12.97'	L96	N85°13'24"E	177.85'	L151	N43°27'26"W	50.24'	L206	S17°01'57"E	43.60'
L42	S17°16'21"W	39.56'	L97	S81°05'39"E	197.14'	L152	N35°51'26"W	74.47'	L207	S65°50'27"E	123.49'
L43	S24°50'44"W	13.25'	L98	S77°48'02"E	242.96'	L153	S73°04'09"W	26.35'	L208	S53°27'28"W	49.16'
L44	S13°09'47"W	64.63'	L99	N83°48'52"E	117.10'	L154	S74°56'17"W	30.31'	L209	S30°23'34"W	11.22'
L45	S16°44'59"W	16.65'	L100	N72°15'06"E	317.52'	L155	S76°07'24"W	105.37'	L210	S43°28'02"W	8.73'
L46	S09°02'10"W	22.54'	L101	N71°59'12"E	99.22'	L156	S78°20'33"W	87.40'	L211	S62°51'47"W	55.95'
L47	S10°17'00"E	11.07'	L102	N51°47'26"E	86.76'	L157	S71°14'53"W	129.82'	L212	S25°33'56"E	43.45'
L48	S02°27'30"W	34.06'	L103	N72°56'33"E	136.15'	L158	N87°13'50"W	47.42'	L213	N48°36'32"E	50.92'
L49	S09°28'45"W	50.93'	L104	S77°37'56"E	129.03'	L159	S88°45'42"W	71.55'	L214	N69°03'17"E	28.08'
L50	S00°59'19"W	12.31'	L105	N50°40'29"E	60.86'	L160	N76°52'42"W	25.60'	L215	N75°58'16"E	7.29'
L51	S16°40'08"W	87.01'	L106	N73°25'23"E	254.28'	L161	N78°20'48"W	144.00'	L216	N01°56'53"E	22.46'
L52	S04°27'38"W	12.31'	L107	N09°00'52"W	17.46'	L162	N76°55'05"W	24.73'	L217	N70°35'11"E	28.40'
L53	S21°24'31"E	28.45'	L108	N59°26'55"E	205.15'	L163	N82°04'24"W	78.92'	L218	N00°29'19"E	36.96'
L54	S02°07'53"E	105.49'	L109	N87°18'12"E	167.13'	L164	N75°05'40"W	59.18'	L219	N80°19'16"E	95.99'
L55	S69°32'41"W	21.47'	L110	S71°38'34"E	66.58'	L165	N79°03'04"W	66.79'	L220	S60°53'50"E	39.88'

REV.B - REVISE PER ENGINEERING, 3/8/06, JWB
 REV.A - REVISE CHANNEL WIDTH, 3/6/06, JWB
 FOR: WCI COMMUNITIES

This is NOT a Survey.

SKETCH & DESCRIPTION OF:
 PROPOSED CONSERVATION EASEMENT AT
 TIDEWATER PRESERVE
 MANATEE COUNTY, FLORIDA

WilsonMiller
 Surveyors • Engineers • Planners • Landscape Architects • Transportation Consultants

600 Professional Parkway East, Suite 100 • Miramar, Florida 33184-9041 • Phone 954-927-6800 • Fax 954-927-6800 • Web Site: www.wilsonmiller.com

TASK CODE	DRAWN BY	CHECKED BY	CAD FILE	PROJECT NO.	SHEET	DRAWING INDEX NO.	REV.
ADD01	JWB	RRC	04455-004-K01	04455-030-000	6 OF 14	A4455-030-007*	B

BK 2282 PG 6278 (12 of 19)

NOV-20-2008 14:02

WILSONMILLER

1 P.07

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L221	S21°49'55"E	98.67'	L276	N61°17'27"W	26.67'	L331	S00°14'21"E	95.30'	L386	N00°53'51"E	34.07'
L222	S09°50'14"W	56.44'	L277	S37°44'56"W	31.36'	L332	S30°55'32"W	267.80'	L387	N37°28'12"W	39.63'
L223	S67°59'53"W	31.30'	L278	N50°39'06"W	43.01'	L333	S28°34'30"E	89.12'	L388	N43°43'15"W	37.36'
L224	S87°04'57"W	42.35'	L279	N73°00'00"W	31.77'	L334	N80°51'14"W	74.11'	L389	N25°58'23"W	54.97'
L225	S40°19'19"W	54.07'	L280	N86°54'02"W	21.95'	L335	S24°11'26"W	144.09'	L390	N20°37'54"W	21.52'
L226	S03°45'03"E	69.67'	L281	S39°20'54"W	138.85'	L336	N89°19'31"W	87.39'	L391	N56°54'09"W	14.60'
L227	S59°41'21"E	39.97'	L282	N86°26'26"W	21.50'	L337	S00°34'42"W	1327.68'	L392	S85°01'52"W	56.13'
L228	S15°37'57"E	90.50'	L283	S38°08'55"W	65.20'	L338	N89°28'09"W	673.94'	L393	N68°27'02"W	34.58'
L229	S25°08'34"E	57.13'	L284	S84°51'12"W	17.05'	L339	N43°09'06"E	5.20'	L394	N58°54'10"W	32.69'
L230	S28°05'41"W	31.75'	L285	S54°21'40"E	140.72'	L340	N48°22'48"E	40.48'	L395	N72°06'09"W	27.69'
L231	S85°48'51"W	48.74'	L286	S23°42'47"E	73.31'	L341	N53°14'03"E	73.55'	L396	S08°16'57"W	8.02'
L232	N68°44'14"W	126.47'	L287	S04°58'21"E	57.22'	L342	N37°18'05"E	56.57'	L397	N00°43'28"E	123.41'
L233	N74°58'50"W	84.34'	L288	S69°05'54"W	64.06'	L343	N77°00'52"E	30.90'	L398	N33°31'59"E	41.73'
L234	S62°12'52"W	117.59'	L289	S76°21'43"W	34.80'	L344	N41°20'17"E	46.17'	L399	N44°58'41"E	58.68'
L235	N89°15'32"E	47.08'	L290	S85°45'26"W	42.84'	L345	N23°34'49"E	86.96'	L400	S55°54'38"E	30.59'
L236	N19°14'06"W	136.13'	L291	N89°13'31"W	44.80'	L346	N34°03'35"E	48.08'	L401	N55°28'39"E	26.72'
L237	N70°02'39"E	29.24'	L292	N83°00'19"W	56.77'	L347	N28°28'37"E	84.94'	L402	N46°55'13"W	50.93'
L238	N63°14'03"E	45.05'	L293	N22°49'06"W	94.48'	L348	N19°04'39"W	62.29'	L403	N29°57'21"W	98.01'
L239	N58°44'28"E	76.00'	L294	N86°23'34"W	56.95'	L349	N66°32'48"W	29.19'	L404	N34°09'52"E	33.36'
L240	N52°42'23"E	44.91'	L295	S44°20'26"W	29.91'	L350	N53°05'57"W	49.94'	L405	N86°43'09"E	44.89'
L241	N46°38'31"E	76.00'	L296	S49°11'08"W	49.61'	L351	N03°03'39"W	41.04'	L406	N54°51'40"E	41.48'
L242	N40°52'33"E	44.93'	L297	S39°15'10"W	57.04'	L352	N14°34'07"E	57.59'	L407	N52°14'39"E	62.32'
L243	N35°31'50"E	47.83'	L298	S89°42'40"W	24.83'	L353	N60°20'11"E	94.83'	L408	S73°53'33"E	66.89'
L244	N53°39'13"E	93.24'	L299	N61°30'50"W	36.41'	L354	N77°14'18"E	39.52'	L409	S17°38'25"E	41.21'
L245	N55°48'33"E	30.04'	L300	N22°31'24"W	34.55'	L355	N49°18'06"E	19.57'	L410	S35°41'45"E	13.15'
L246	N66°14'38"E	59.13'	L301	N01°57'27"E	27.33'	L356	N30°18'28"E	59.08'	L411	S25°40'28"E	42.91'
L247	S82°11'11"E	29.43'	L302	N15°34'49"W	62.01'	L357	N48°47'38"E	96.72'	L412	S18°14'26"E	38.85'
L248	S57°33'59"E	100.18'	L303	N20°51'29"E	19.19'	L358	N70°58'50"W	49.73'	L413	S03°25'01"E	59.85'
L249	S87°39'51"E	22.76'	L304	N06°41'23"W	33.24'	L359	S72°04'51"W	31.30'	L414	S58°48'41"W	90.43'
L250	S46°25'38"E	22.68'	L305	N33°40'07"E	36.23'	L360	N52°42'46"W	87.21'	L415	S20°49'04"E	35.17'
L251	S64°31'48"E	56.25'	L306	N38°23'49"W	34.12'	L361	N33°03'45"W	62.60'	L416	N88°15'16"E	20.05'
L252	N67°23'53"E	41.27'	L307	N66°28'04"W	25.09'	L362	N80°31'39"W	86.15'	L417	N81°47'12"E	37.34'
L253	N78°07'42"E	63.99'	L308	S86°26'06"W	20.84'	L363	N81°00'47"W	78.96'	L418	N79°05'26"E	76.27'
L254	S63°03'53"E	55.84'	L309	N71°08'48"W	64.07'	L364	S12°32'33"W	46.65'	L419	S46°12'52"E	36.17'
L255	S75°37'53"E	61.94'	L310	S72°58'40"W	79.03'	L365	S52°28'05"W	25.98'	L420	S51°25'24"E	90.50'
L256	N84°33'01"E	28.75'	L311	N83°19'39"W	2.15'	L366	S61°53'01"E	42.12'	L421	S26°43'12"W	67.08'
L257	N72°06'39"E	45.27'	L312	N34°36'05"E	242.19'	L367	S79°09'55"E	57.72'	L422	S11°47'02"E	39.71'
L258	N01°05'36"E	46.32'	L313	S64°54'25"E	79.89'	L368	S57°42'34"E	63.97'	L423	S64°00'54"E	9.72'
L259	N55°47'37"E	53.96'	L314	S80°31'47"E	48.84'	L369	S02°53'39"W	32.03'	L424	S52°45'43"E	47.90'
L260	N33°28'32"W	41.88'	L315	S68°09'59"E	430.59'	L370	S57°31'16"W	52.58'	L425	S68°18'47"E	9.22'
L261	N08°07'10"E	46.65'	L316	S75°45'10"E	384.12'	L371	N71°22'25"W	33.80'	L426	N24°53'59"E	21.56'
L262	N22°19'50"E	47.08'	L317	S87°27'55"E	211.83'	L372	N79°34'21"W	105.40'	L427	N03°03'27"W	37.65'
L263	N63°20'02"E	70.04'	L318	S89°17'49"E	165.13'	L373	S77°53'00"W	77.90'	L428	N74°32'07"E	89.89'
L264	N31°21'41"E	32.58'	L319	S04°39'54"E	120.81'	L374	S66°34'59"W	88.35'	L429	S23°59'57"E	36.69'
L265	S83°57'15"E	62.56'	L320	S76°20'13"W	308.78'	L375	S47°23'55"W	92.71'	L430	S83°00'13"E	58.13'
L266	S59°00'13"E	81.50'	L321	S64°18'26"W	391.78'	L376	S81°26'41"W	82.03'	L431	N18°39'59"W	29.58'
L267	S16°39'59"E	105.88'	L322	S50°08'35"W	565.18'	L377	N78°49'33"W	70.94'	L432	N28°20'41"W	38.40'
L268	S12°50'31"W	13.70'	L323	S36°35'18"W	297.45'	L378	N72°52'03"W	155.29'	L433	N29°01'18"E	40.52'
L269	S22°31'36"W	4.02'	L324	S30°37'01"W	281.09'	L379	N34°23'01"W	87.19'	L434	N60°58'42"W	13.94'
L270	S17°54'20"E	63.21'	L325	S25°36'08"W	275.46'	L380	N15°15'25"W	172.21'	L435	S59°11'55"W	16.43'
L271	S66°36'51"W	47.82'	L326	S15°19'36"W	358.11'	L381	N89°16'12"E	90.15'	L436	S66°12'38"W	27.01'
L272	S29°00'19"E	67.51'	L327	S67°31'15"W	159.28'	L382	N11°14'24"E	50.49'	L437	S77°58'35"W	43.43'
L273	S57°49'10"E	25.53'	L328	S24°49'01"E	125.50'	L383	N84°52'00"W	18.08'	L438	N78°55'24"W	42.64'
L274	S39°20'54"W	77.65'	L329	S24°11'45"W	396.42'	L384	N31°04'32"W	123.30'	L439	N80°23'55"W	58.88'
L275	N10°10'16"W	12.58'	L330	N77°26'03"W	167.20'	L385	N42°59'37"W	82.71'	L440	N58°02'11"W	44.03'

REV.B - REVISE PER ENGINEERING, 3/8/06, JWB
 REV.A - REVISE CHANNEL WIDTH, 3/6/06, JWB
 FOR: WCI COMMUNITIES

This is NOT a Survey.

SKETCH & DESCRIPTION OF:
 PROPOSED CONSERVATION EASEMENT AT
 TIDEWATER PRESERVE
 MANATEE COUNTY, FLORIDA

WilsonMiller
 Surveyors • Engineers • Scientists • Planners • Landscape Architects • Transportation Consultants

WilsonMiller, Inc.

200 Professional Parkway East, Suite 30 • Sarasota, Florida 34234 • Phone 941 557-0002 • Fax 941 557-0003 • Web Site: www.wilsonmiller.com

TASK CODE: ADD01	DRAWN BY: JWB	CHECKED BY: RRC	CAD FILE: 04455-004-K01	PROJECT NO: 04455-030-000	SHEET 7 OF 14	DRAWING INDEX NO: A4455-030-007	REV: B
---------------------	------------------	--------------------	----------------------------	------------------------------	------------------	------------------------------------	-----------

BK 2282 PG 6279 (13 of 19)

Unique Code : BAA-BAA-BCAIB-CAAIEBAACGFHAJA-GEDGD-J Page 13 of 19

NOV-28-2008 14:03

WILSONMILLER

1 P.08

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L441	N57°28'13"W	51.02'	L496	N16°23'28"W	48.38'	L551	N59°53'02"E	53.49'	L606	N64°59'54"E	62.74'
L442	N11°28'12"W	50.49'	L497	N29°33'46"W	50.10'	L552	S50°12'05"E	44.26'	L607	N49°51'08"E	58.48'
L443	N15°23'41"E	39.13'	L498	N18°02'29"E	86.84'	L553	S68°52'22"E	29.52'	L608	N76°17'03"E	54.91'
L444	N34°34'17"E	39.63'	L499	N38°05'41"E	42.23'	L554	N88°53'52"E	22.70'	L609	N17°08'50"E	49.75'
L445	N19°30'21"E	57.02'	L500	N35°31'56"W	123.61'	L555	N66°40'06"E	23.08'	L610	N87°16'35"W	26.65'
L446	N04°14'54"E	68.31'	L501	N05°57'12"W	39.55'	L556	S77°42'22"E	50.91'	L611	N88°38'02"W	60.09'
L447	N18°25'58"E	45.83'	L502	N13°30'01"W	10.82'	L557	S12°06'57"E	23.02'	L612	N10°28'49"W	94.85'
L448	N45°46'46"E	34.21'	L503	S81°33'13"W	83.00'	L558	S20°28'09"E	59.30'	L613	S67°48'54"E	39.31'
L449	N85°50'11"E	42.05'	L504	N50°39'06"W	105.56'	L559	S11°38'27"E	27.41'	L614	N37°29'01"W	115.57'
L450	S86°28'24"E	53.34'	L505	N39°20'54"E	131.25'	L560	S05°58'48"W	42.98'	L615	N81°58'56"W	44.77'
L451	S52°24'01"E	44.77'	L506	S86°34'05"E	47.30'	L561	S17°43'01"W	33.61'	L616	N70°35'34"W	135.50'
L452	S15°18'25"E	80.46'	L507	N04°24'30"E	67.23'	L562	S83°18'17"W	15.88'	L617	N43°19'17"W	58.72'
L453	S11°20'01"W	47.19'	L508	N43°33'07"E	101.42'	L563	S46°34'54"W	51.92'	L618	N79°23'18"W	54.84'
L454	S50°44'52"E	19.74'	L509	N77°00'01"E	51.82'	L564	N68°53'53"W	16.86'	L619	N65°19'46"W	12.29'
L455	N58°50'43"E	29.16'	L510	S27°09'08"E	33.49'	L565	S51°39'22"W	28.99'			
L456	S65°59'29"E	35.74'	L511	S60°55'59"E	29.47'	L566	S80°48'33"W	26.19'			
L457	S08°55'56"E	56.39'	L512	S67°40'16"E	80.49'	L567	S61°10'01"E	32.25'			
L458	S17°29'18"W	80.90'	L513	S78°34'04"E	6.27'	L568	N52°42'36"E	27.98'			
L459	S13°00'00"W	39.80'	L514	S52°41'47"E	91.94'	L569	N88°30'19"E	49.06'			
L460	S53°00'09"E	10.95'	L515	S29°47'11"E	4.18'	L570	N74°09'30"E	24.76'			
L461	N43°18'42"E	60.29'	L516	S51°17'54"E	34.78'	L571	S57°14'08"E	30.48'			
L462	N72°33'34"E	89.86'	L517	S42°18'16"E	76.78'	L572	S50°36'28"E	38.77'			
L463	N48°48'37"E	56.23'	L518	S07°31'09"W	55.74'	L573	S37°51'34"E	32.18'			
L464	N39°14'23"E	71.76'	L519	S61°34'17"E	38.73'	L574	S86°23'28"E	17.96'			
L465	N62°33'34"E	126.32'	L520	S76°46'06"E	40.83'	L575	N66°34'24"E	25.48'			
L466	N10°15'51"E	76.66'	L521	N73°26'54"E	52.77'	L576	N42°46'03"E	29.28'			
L467	N65°49'53"W	36.88'	L522	S34°38'47"E	42.65'	L577	N00°41'54"E	35.14'			
L468	N16°05'22"E	124.48'	L523	S09°31'22"E	72.53'	L578	N46°11'45"W	46.94'			
L469	S85°06'21"W	17.50'	L524	S33°29'20"E	68.16'	L579	N00°49'48"W	63.71'			
L470	N30°34'52"W	56.44'	L525	S21°35'49"E	29.86'	L580	N04°28'52"W	80.31'			
L471	N16°52'48"W	33.47'	L526	S51°45'16"E	32.75'	L581	N20°05'07"E	45.05'			
L472	N66°37'32"W	14.39'	L527	S25°51'45"E	4.90'	L582	N61°25'29"E	58.41'			
L473	S41°44'35"W	38.57'	L528	S70°48'54"E	21.23'	L583	N12°49'50"E	22.74'			
L474	S12°27'08"W	76.99'	L529	S43°41'25"E	49.51'	L584	N25°19'39"E	24.17'			
L475	S48°05'51"W	60.03'	L530	S32°22'25"E	70.12'	L585	N00°11'18"E	26.76'			
L476	S60°03'27"W	20.75'	L531	S78°09'38"E	30.61'	L586	N40°45'08"W	40.87'			
L477	S36°57'58"W	31.10'	L532	S18°07'03"E	26.17'	L587	N21°54'49"E	45.58'			
L478	S40°51'46"W	34.43'	L533	S19°11'06"W	115.19'	L588	N07°07'56"W	64.39'			
L479	S22°16'59"W	25.55'	L534	S38°14'01"W	16.43'	L589	N18°30'11"E	66.80'			
L480	S31°52'34"W	30.60'	L535	S50°32'03"W	37.88'	L590	N13°34'29"W	27.72'			
L481	S27°59'57"W	22.89'	L536	N83°50'03"W	44.74'	L591	N19°10'40"E	51.89'			
L482	S70°54'21"W	62.69'	L537	N57°25'49"W	21.91'	L592	N83°34'43"E	16.64'			
L483	N35°37'45"W	31.74'	L538	S87°54'47"W	34.12'	L593	N19°11'06"E	774.75'			
L484	N03°58'40"W	55.41'	L539	S53°15'23"W	12.37'	L594	N27°20'20"E	646.96'			
L485	N40°35'28"W	33.70'	L540	S17°30'48"E	24.48'	L595	N47°42'25"E	29.64'			
L486	N01°05'08"W	32.26'	L541	S42°24'31"W	56.43'	L596	N62°07'04"E	71.10'			
L487	N25°55'50"E	68.22'	L542	S56°46'36"W	35.56'	L597	N36°38'33"E	57.17'			
L488	N37°19'15"E	52.05'	L543	S86°23'54"W	47.76'	L598	N75°44'51"W	36.96'			
L489	N65°53'05"E	44.66'	L544	N58°40'40"W	25.21'	L599	N13°56'43"E	44.86'			
L490	N52°30'20"E	35.19'	L545	S52°17'51"W	113.42'	L600	N30°22'46"E	109.10'			
L491	N89°31'56"E	28.25'	L546	S01°02'44"E	29.73'	L601	N67°21'07"E	98.58'			
L492	N10°29'30"E	23.06'	L547	S82°49'27"E	25.90'	L602	N55°47'03"E	38.22'			
L493	N28°42'17"E	29.94'	L548	S49°49'08"E	25.73'	L603	N60°29'40"E	79.20'			
L494	N87°14'30"W	85.96'	L549	N76°48'31"E	11.64'	L604	N76°53'24"E	52.25'			
L495	N68°40'17"W	60.46'	L550	N80°56'12"E	28.28'	L605	N51°59'44"E	87.87'			

REV.B - REVISE PER ENGINEERING, 3/8/06, JWB
 REV.A - REVISE CHANNEL WIDTH, 3/6/06, JWB
 FOR: WCI COMMUNITIES

This is NOT a Survey.

SKETCH & DESCRIPTION OF:
 PROPOSED CONSERVATION EASEMENT AT
 TIDEWATER PRESERVE
 MANATEE COUNTY, FLORIDA

Wilson Miller

Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants

Wilson Miller, Inc.

6000 Presidential Parkway East, Suite 100 • Sarasota, Florida 34237-9461 • Phone: 941-557-0522 • Fax: 941-557-0520 • Web Site: www.wilsonmiller.com

TASK CODE: ADD01	DRAWN BY: JWB	CHECKED BY: RRC	CAD FILE: 04455-004-K01	PROJECT NO: 04455-030-000	SHEET 8 OF 14	DRAWING INDEX NO: A4455-030-007	REV. B
---------------------	------------------	--------------------	----------------------------	------------------------------	------------------	------------------------------------	-----------

BK 2282 PG 6280 (14 of 19)

NOV-22-2008 14:03

WILSONMILLER

1 P.09

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C1	30.00'	98°39'25"	51.66'	45.51'	S47°48'02"W
C2	15.00'	55°29'35"	14.53'	13.97'	N71°27'21"E
C3	3144.05'	10°35'20"	581.06'	580.23'	S24°31'46"E
C4	198.00'	122°15'41"	422.50'	346.79'	N87°45'53"W
C5	73.00'	29°24'25"	37.47'	37.06'	N76°55'37"W
C6	1000.00'	8°47'46"	153.52'	153.37'	S62°54'14"E
C7	710.00'	7°34'51"	93.94'	93.87'	S04°42'00"W
C8	2.00'	87°44'46"	3.06'	2.77'	N44°46'58"E
C9	73.00'	190°12'44"	242.35'	145.42'	S06°27'01"E
C10	30.00'	48°36'22"	25.45'	24.69'	N81°32'19"W
C11	30.00'	64°41'04"	33.87'	32.10'	N63°42'13"E
C12	400.00'	36°09'37"	252.45'	248.28'	S37°15'54"W
C13	500.00'	28°00'22"	244.40'	241.97'	N41°20'31"E

CONSERVATION EASEMENT 1:

A strip of land lying in Sections 16 & 21, Township 34 South, Range 18 East, Manatee County, Florida and described as follows:

Commence at the northeast corner of Riverdale Estates as recorded in Plot Book 10, Page 40, Public Records of Manatee County, Florida; thence N.89°26'05"W., along said north plot line, a distance of 1094.06 feet to the POINT OF BEGINNING; thence continue N.89°26'05"W., along said north line and its westerly extension, a distance of 223.24 feet to the Mean High Water Line of the Manatee River; thence northerly along the Mean High Water Line for the following thirty-four (34) calls: (1) thence N.00°01'26"W., a distance of 90.34 feet; (2) thence N.11°02'18"E., a distance of 10.32 feet; (3) thence N.19°56'17"W., a distance of 3.53 feet; (4) thence N.55°29'58"W., a distance of 18.27 feet; (5) thence N.45°47'54"E., a distance of 20.05 feet; (6) thence N.15°16'41"E., a distance of 29.92 feet; (7) thence N.08°06'57"E., a distance of 43.62 feet; (8) thence N.45°30'32"E., a distance of 10.62 feet; (9) thence N.11°13'49"E., a distance of 59.23 feet; (10) thence N.00°48'30"W., a distance of 17.35 feet; (11) thence N.15°28'25"E., a distance of 58.20 feet; (12) thence N.08°48'34"E., a distance of 162.87 feet; (13) thence N.11°23'07"E., a distance of 31.40 feet; (14) thence N.07°14'35"E., a distance of 67.49 feet; (15) thence N.09°00'47"E., a distance of 59.45 feet; (16) thence N.25°20'52"E., a distance of 30.40 feet; (17) thence N.07°53'43"E., a distance of 43.08 feet; (18) thence N.10°24'31"E., a distance of 23.57 feet; (19) thence N.08°47'02"E., a distance of 186.42 feet; (20) thence N.14°46'43"E., a distance of 36.84 feet; (21) thence N.26°36'30"E., a distance of 80.47 feet; (22) thence N.10°41'30"E., a distance of 175.53 feet; (23) thence N.33°48'00"E., a distance of 81.97 feet; (24) thence N.38°24'13"E., a distance of 26.26 feet; (25) thence N.34°54'59"E., a distance of 100.58 feet; (26) thence N.00°53'54"W., a distance of 91.70 feet; (27) thence N.15°03'56"E., a distance of 95.69 feet; (28) thence N.01°34'26"E., a distance of 105.37 feet; (29) thence N.07°42'44"E., a distance of 70.59 feet; (30) thence N.17°33'50"E., a distance of 97.18 feet; (31) thence N.08°17'33"E., a distance of 361.22 feet; (32) thence N.14°22'33"E., a distance of 81.63 feet; (33) thence N.01°27'23"W., a distance of 266.85 feet; (34) thence N.11°43'33"E., a distance of 72.95 feet to a point on the westerly right-of-way line of Interstate 75 (State Road 93, Section 13075-2404); thence S.19°14'06"E., along said westerly right-of-way line, a distance of 1.98 feet to a point on the westerly right-of-way line of 48th Street Court East, as recorded in Road Plot Book 9, Page 190, Public Records of Manatee County, Florida; thence southerly along said westerly right-of-way line for the following two (2) calls: (1) thence S.03°44'46"W., a distance of 179.29 feet; (2) thence S.05°09'05"E., a distance of 276.86 feet; thence S.10°21'41"W., a distance of 130.27 feet; thence S.02°27'42"W., a distance of 172.75 feet; thence S.16°12'56"W., a distance of 10.13 feet; thence S.05°27'02"W., a distance of 12.97 feet; thence S.17°16'21"W., a distance of 39.56 feet; thence S.24°50'44"W., a distance of 13.25 feet; thence S.13°09'47"W., a distance of 64.63 feet; thence S.16°44'59"W., a distance of 16.65 feet; thence S.09°02'10"W., a distance of 22.54 feet; thence S.10°17'00"E., a distance of 11.07 feet; thence S.02°27'30"W., a distance of 34.06 feet; thence S.09°28'45"W., a distance of 50.93 feet; thence S.00°59'19"W., a distance of 12.31 feet; thence S.16°40'08"W., a distance of 67.01 feet; thence S.04°27'38"W., a distance of 12.31 feet; thence S.21°24'31"E., a distance of 28.45 feet; thence S.02°07'53"E., a distance of 105.49 feet; thence S.69°32'41"W., a distance of 21.47 feet; thence S.12°09'24"W., a distance of 52.36 feet; thence S.37°15'54"W., a distance of 42.28 feet; thence S.59°00'36"W., a distance of 22.94 feet; thence S.45°13'07"W., a distance of 64.62 feet; thence S.19°20'15"W., a distance of 38.89 feet; thence S.11°36'53"W., a distance of 74.35 feet; thence S.13°47'46"W., a distance of 51.42 feet; thence S.24°12'40"W., a distance of 128.28 feet; thence S.06°27'12"W., a distance of 61.66 feet; thence S.10°01'16"W., a distance of 217.99 feet; thence S.14°31'06"W., a distance of 80.30 feet; thence S.37°16'53"E., a distance of 14.37 feet; thence S.18°07'32"W., a distance of 49.03 feet; thence S.02°52'22"W., a distance of 15.63 feet; thence S.14°46'38"E., a distance of 35.49 feet; thence S.70°17'08"W., a distance of 14.56 feet; thence S.08°09'04"W., a distance of 63.54 feet; thence S.08°51'10"W., a distance of 137.37 feet; thence S.13°13'46"W., a distance of 15.25 feet; thence S.64°58'21"E., a distance of 52.54 feet; thence S.43°29'04"E., a distance of 38.76 feet; thence S.17°32'35"E., a distance of 60.81 feet; thence S.11°51'45"E., a distance of 64.37 feet; thence S.24°17'42"E., a distance of 101.15 feet to the POINT OF BEGINNING.

Containing 136,135 square feet or 3.1252 acres, more or less.

REV.B - REVISE PER ENGINEERING, 3/8/06, JWB

FOR: WCI COMMUNITIES

REV.A - REVISE CHANNEL WIDTH, 3/6/06, JWB

This is NOT a Survey.

SKETCH & DESCRIPTION OF:

PROPOSED CONSERVATION EASEMENT AT
TIDEWATER PRESERVE
MANATEE COUNTY, FLORIDA

WilsonMiller

Partners - Engineers - Architects - Surveyors - Landscape Architects - Transportation Consultants

WilsonMiller, Inc.

800 Professional Parkway East, Suite 500 • Sarasota, Florida 34240-5401 • Phone 941-557-9900 • Fax 941-557-9700 • Web Site: www.wilsonmiller.com

TASK CODE:	DRAWN BY:	CHECKED BY:	CAD FILE:	PROJECT NO:	SHEET	DRAWING INDEX NO:	REV:
MASLD	JWB	RRC	04455-001-K01	04455-032-000	9 OF 14	A4455-001-007*	B

BK 2282 PG 6281 (15 of 19)

NCV-20-2008 14:03

WILSONMILLER

1 P.10

CONSERVATION EASEMENT 2:

A strip of land lying in Sections 15 and 16, Township 34 South, Range 18 East, Manatee County, Florida and described as follows:

BEGIN at the northwest corner of 48th Street Court East (variable width access road) as recorded on Road Plot Book 9, Page 190, Public Records of Manatee County, Florida, said point being on the easterly right-of-way line of Interstate 75 (State Road 93, Section 13075-2404); thence N.19°14'06"W., along said easterly right-of-way line, a distance of 35.39 feet to the Mean High Water Line of the Manatee River; thence easterly along said Mean High Water Line for the following thirty-one (31) calls: (1) thence S.82°28'37"E., a distance of 136.82 feet; (2) thence N.71°08'38"E., a distance of 107.36 feet; (3) thence S.79°38'22"E., a distance of 101.17 feet; (4) thence N.58°22'24"E., a distance of 91.32 feet; (5) thence N.74°10'01"E., a distance of 61.78 feet; (6) thence N.67°21'34"E., a distance of 208.91 feet; (7) thence S.59°27'25"E., a distance of 17.02 feet; (8) thence N.66°49'29"E., a distance of 104.45 feet; (9) thence N.77°26'09"E., a distance of 89.49 feet; (10) thence N.75°56'27"E., a distance of 259.87 feet; (11) thence N.63°50'23"E., a distance of 125.00 feet; (12) thence N.68°04'58"E., a distance of 222.72 feet; (13) thence N.85°13'24"E., a distance of 177.85 feet; (14) thence S.81°05'39"E., a distance of 197.14 feet; (15) thence S.77°48'02"E., a distance of 242.96 feet; (16) thence N.83°46'52"E., a distance of 117.10 feet; (17) thence N.72°15'06"E., a distance of 317.52 feet; (18) thence N.71°59'12"E., a distance of 99.22 feet; (19) thence N.51°47'28"E., a distance of 86.76 feet; (20) thence N.72°56'33"E., a distance of 136.15 feet; (21) thence S.77°37'56"E., a distance of 129.03 feet; (22) thence N.50°40'29"E., a distance of 60.86 feet; (23) thence N.73°25'23"E., a distance of 254.28 feet; (24) thence N.09°00'52"W., a distance of 17.46 feet; (25) thence N.59°26'55"E., a distance of 205.15 feet; (26) thence N.87°18'12"E., a distance of 167.13 feet; (27) thence S.71°38'34"E., a distance of 66.58 feet; (28) thence S.49°32'25"E., a distance of 170.57 feet; (29) thence S.63°48'43"E., a distance of 383.70 feet; (30) thence S.74°08'25"E., a distance of 66.77 feet; (31) thence S.59°23'16"E., a distance of 83.77 feet; thence S.34°36'05"W., a distance of 232.16 feet; thence N.54°50'56"W., a distance of 50.19 feet; thence S.55°34'31"W., a distance of 145.80 feet; thence N.78°25'11"W., a distance of 116.01 feet; thence N.67°27'10"W., a distance of 25.20 feet; thence S.88°58'05"W., a distance of 194.40 feet; thence S.88°59'25"W., a distance of 92.74 feet; thence N.58°54'19"W., a distance of 49.51 feet; thence N.16°23'47"W., a distance of 50.51 feet; thence N.36°09'48"W., a distance of 72.90 feet; thence S.82°57'18"W., a distance of 36.09 feet; thence N.80°22'50"W., a distance of 26.76 feet; thence S.88°44'59"W., a distance of 12.37 feet; thence S.45°14'58"W., a distance of 23.63 feet; thence S.52°04'57"W., a distance of 24.94 feet; thence S.56°53'06"W., a distance of 27.34 feet; thence N.89°51'54"W., a distance of 29.82 feet; thence S.49°19'01"W., a distance of 65.91 feet; thence S.79°58'19"W., a distance of 44.26 feet; thence N.84°13'37"W., a distance of 13.88 feet; thence S.42°14'05"W., a distance of 21.42 feet; thence S.85°08'43"W., a distance of 68.71 feet; thence S.63°30'48"W., a distance of 62.61 feet; thence S.63°07'21"W., a distance of 127.19 feet; thence S.87°02'46"W., a distance of 74.84 feet; thence S.83°56'58"W., a distance of 122.91 feet; thence N.74°49'16"W., a distance of 52.16 feet; thence N.62°48'25"W., a distance of 48.95 feet; thence N.01°20'55"W., a distance of 29.98 feet; thence S.87°01'23"W., a distance of 14.90 feet; thence N.19°54'16"W., a distance of 25.24 feet; thence N.02°58'37"W., a distance of 28.06 feet; thence S.81°55'26"E., a distance of 56.76 feet to the point of curvature of a non tangent curve to the right, of which the radius point lies N.88°28'20"E., a radial distance of 30.00 feet; thence northeasterly along the arc of said curve, through a central angle of 98°39'25", an arc length of 51.86 feet to the end of said curve; thence N.43°27'26"W., a distance of 50.24 feet; thence N.35°51'26"W., a distance of 74.47 feet; thence S.73°04'09"W., a distance of 28.35 feet; thence S.74°58'17"W., a distance of 30.31 feet; thence S.76°07'24"W., a distance of 105.37 feet; thence S.78°20'33"W., a distance of 67.40 feet; thence S.71°14'53"W., a distance of 129.82 feet; thence N.87°13'50"W., a distance of 47.42 feet; thence S.88°45'42"W., a distance of 71.55 feet; thence N.76°52'42"W., a distance of 25.60 feet; thence N.78°20'48"W., a distance of 144.00 feet; thence N.76°55'05"W., a distance of 24.73 feet; thence N.82°04'24"W., a distance of 78.92 feet; thence N.75°05'40"W., a distance of 59.18 feet; thence N.79°03'04"W., a distance of 65.79 feet; thence S.87°12'38"W., a distance of 97.98 feet; thence N.89°05'58"W., a distance of 16.76 feet; thence S.73°31'43"W., a distance of 138.50 feet; thence S.70°49'04"W., a distance of 193.83 feet; thence S.53°42'05"W., a distance of 23.95 feet; thence S.57°26'52"W., a distance of 119.84 feet; thence N.87°20'05"W., a distance of 82.70 feet; thence S.71°42'41"W., a distance of 69.53 feet; thence S.74°34'36"W., a distance of 53.86 feet; thence S.78°14'56"W., a distance of 115.93 feet; thence S.57°13'23"W., a distance of 81.54 feet; thence S.78°11'32"W., a distance of 32.74 feet; thence S.81°28'23"W., a distance of 65.36 feet; thence S.71°07'11"W., a distance of 132.88 feet; thence S.09°08'14"E., a distance of 21.55 feet; thence S.39°54'29"W., a distance of 37.43 feet; thence S.03°37'37"E., a distance of 22.30 feet; thence S.61°49'50"W., a distance of 50.24 feet; thence S.73°07'12"W., a distance of 39.91 feet; thence N.74°18'49"W., a distance of 24.89 feet; thence N.89°08'12"W., a distance of 36.31 feet; thence N.78°28'08"W., a distance of 14.22 feet; thence S.43°42'33"W., a distance of 20.26 feet to a point of curvature of a curve to the right having a radius of 15.00 feet and a central angle of 55°29'35"; thence westerly along the arc of said curve a distance of 14.53 feet to the point of tangency of said curve; thence N.80°47'52"W., a distance of 49.79 feet; thence N.76°37'08"W., a distance of 72.65 feet; thence S.17°45'25"E., a distance of 57.88 feet; thence S.75°23'38"W., a distance of 60.71 feet; thence N.37°42'00"W., a distance of 42.52 feet; thence N.13°54'01"W., a distance of 50.75 feet; thence S.86°33'13"W., a distance of 49.13 feet to a point on the easterly line of the above mentioned 48th Street Court East; thence N.42°45'36"W., along said easterly line, a distance of 29.95 feet to the POINT OF BEGINNING.

Containing 807,553 square feet or 18.5389 acres, more or less.

REV.B - REVISE PER ENGINEERING, 3/8/06, JWB
 REV.A - REVISE CHANNEL WIDTH, 3/6/06, JWB
 FOR: WCI COMMUNITIES

This is NOT a Survey.

SKETCH & DESCRIPTION OF:
 PROPOSED CONSERVATION EASEMENT AT
 TIDEWATER PRESERVE
 MANATEE COUNTY, FLORIDA

WilsonMiller

Planners • Engineers • Surveyors • Landmarks Architects • Transportation Consultants

WilsonMiller, Inc.

6800 Professional Parkway East, Suite 200 • Sarasota, Florida 34230-4661 • Phone 941-557-9000 • Fax 941-557-9000 • Web Site: www.wilsonmiller.com

TASK CODE: ADD01	DRAWN BY: JWB	CHECKED BY: RRC	CAD FILE: 04455-004-K01	PROJECT NO: 04455-030-000	SHEET 10 OF 14	DRAWING INDEX NO: A4455-030-007	REV: B
---------------------	------------------	--------------------	----------------------------	------------------------------	-------------------	------------------------------------	-----------

BK 2282 PG 6282 (16 of 19)

Unique Code : BAA-BAA-BCAIB-CAAIEBAACGFHAJA-GEDGD-J Page 16 of 19

NOV-20-2008 14:03 WILSONMILLER 1 P.11
 CONSERVATION EASEMENT 3:

A strip of land lying in Section 21, Township 34 South, Range 18 East, Manatee County, Florida and described as follows:

BEGIN at the point of tangency of a curve on the easterly right-of-way line of Interstate 75 (State Road #93, Section 13075-2404), 130.00 feet easterly of east baseline station 741+75.67; thence N.19°14'06"W., along said easterly right-of-way line, a distance of 136.13 feet; thence N.77°39'26"E., a distance of 84.29 feet; thence N.24°57'15"E., a distance of 39.72 feet; thence N.83°39'41"E., a distance of 41.27 feet; thence S.89°16'31"E., a distance of 115.60 feet; thence S.45°08'09"E., a distance of 83.68 feet; thence S.05°33'26"E., a distance of 98.38 feet; thence S.89°16'31"E., a distance of 28.43 feet; thence N.56°16'22"E., a distance of 53.03 feet; thence S.75°27'54"E., a distance of 29.49 feet; thence S.17°01'57"E., a distance of 43.60 feet; thence S.65°50'27"E., a distance of 123.49 feet; thence S.53°27'28"W., a distance of 49.16 feet; thence S.30°23'34"W., a distance of 11.22 feet; thence S.43°28'02"W., a distance of 8.73 feet; thence S.62°51'47"W., a distance of 55.95 feet; thence S.25°33'58"E., a distance of 43.45 feet; thence N.48°36'32"E., a distance of 50.92 feet; thence N.69°03'17"E., a distance of 28.08 feet; thence N.75°58'16"E., a distance of 7.29 feet; thence N.01°56'53"E., a distance of 22.46 feet; thence N.70°35'11"E., a distance of 28.40 feet; thence N.00°29'19"E., a distance of 36.96 feet; thence N.80°19'16"E., a distance of 95.89 feet; thence S.60°53'50"E., a distance of 39.88 feet; thence S.21°49'55"E., a distance of 98.67 feet; thence S.09°50'14"W., a distance of 56.44 feet; thence S.67°58'53"W., a distance of 31.30 feet; thence S.87°04'57"W., a distance of 42.35 feet; thence S.40°19'19"W., a distance of 54.07 feet; thence S.03°45'03"E., a distance of 69.67 feet; thence S.59°41'21"E., a distance of 39.97 feet; thence S.15°37'57"E., a distance of 90.50 feet; thence S.25°08'34"E., a distance of 57.13 feet; thence S.26°05'41"W., a distance of 31.75 feet; thence S.85°46'51"W., a distance of 48.74 feet; thence N.86°44'14"W., a distance of 126.47 feet; thence N.74°58'50"W., a distance of 84.34 feet; thence S.82°12'52"W., a distance of 117.59 feet; thence N.89°15'32"W., a distance of 47.08 feet to the point of curvature of a non tangent curve to the right, of which the radius point lies N.60°10'34"E., a radial distance of 3,144.05 feet, said point also being on the above mentioned easterly right-of-way line of Interstate 75; thence northwesterly along the arc of said curve, being said easterly right-of-way line, through a central angle of 10°35'20", an arc length of 581.06 feet to the POINT OF BEGINNING.

Containing 311,645 square feet or 7.1544 acres, more or less.

CONSERVATION EASEMENT 4:

A strip of land lying in Sections 21 and 22, Township 34 South, Range 18 East, Manatee County, Florida and described as follows:

Commence at the point of tangency of a curve on the easterly right-of-way line of Interstate 75 (State Road #93, Section 13075-2404), 130.00 feet easterly of east baseline station 741+75.67; thence N.19°14'06"W., along said easterly right-of-way line, a distance of 530.91 feet; thence N.70°45'54"E., a distance of 295.23 feet to the POINT OF BEGINNING; thence N.70°02'39"E., a distance of 29.24 feet; thence N.63°14'03"E., a distance of 45.05 feet; thence N.58°44'28"E., a distance of 76.00 feet; thence N.52°42'23"E., a distance of 44.91 feet; thence N.46°38'31"E., a distance of 76.00 feet; thence N.40°52'33"E., a distance of 44.93 feet; thence N.35°31'50"E., a distance of 47.83 feet; thence N.53°39'13"E., a distance of 93.24 feet; thence N.55°48'33"E., a distance of 30.04 feet; thence N.66°14'38"E., a distance of 59.13 feet; thence S.82°11'11"E., a distance of 29.43 feet; thence S.57°33'59"E., a distance of 100.18 feet; thence S.87°39'51"E., a distance of 22.76 feet; thence S.46°25'38"E., a distance of 22.68 feet; thence S.64°31'48"E., a distance of 56.25 feet; thence N.87°23'53"E., a distance of 41.27 feet; thence N.78°07'42"E., a distance of 63.99 feet; thence S.63°03'53"E., a distance of 55.84 feet; thence S.75°37'53"E., a distance of 61.94 feet; thence N.64°33'01"E., a distance of 28.75 feet; thence N.72°08'39"E., a distance of 45.27 feet; thence N.01°05'36"E., a distance of 46.32 feet; thence N.55°47'37"E., a distance of 53.96 feet; thence N.33°28'32"W., a distance of 41.89 feet; thence N.08°07'10"E., a distance of 46.65 feet; thence N.22°19'50"E., a distance of 47.08 feet; thence N.63°20'02"E., a distance of 70.04 feet; thence N.31°21'41"E., a distance of 32.58 feet to the point of curvature of a curve to the right, having a radius of 30.00 feet and a central angle of 64°41'04"; thence northwesterly along the arc of said curve, an arc distance of 33.87 feet to the point of tangency of said curve; thence S.83°57'15"E., a distance of 62.56 feet; thence S.59°00'13"E., a distance of 81.50 feet; thence S.16°39'59"E., a distance of 105.88 feet; thence S.12°50'31"W., a distance of 13.70 feet; thence S.22°31'36"W., a distance of 4.02 feet; thence S.17°54'20"E., a distance of 63.21 feet; thence S.86°36'51"W., a distance of 47.82 feet; thence S.29°00'19"E., a distance of 67.51 feet; thence S.57°49'10"E., a distance of 25.53 feet; thence S.39°20'54"W., a distance of 77.65 feet; thence N.10°10'16"W., a distance of 12.58 feet; thence N.61°17'27"W., a distance of 26.67 feet; thence S.37°44'56"W., a distance of 31.36 feet; thence N.50°39'06"W., a distance of 43.01 feet; thence N.73°00'00"W., a distance of 31.77 feet; thence N.86°54'02"W., a distance of 21.95 feet; thence S.39°20'54"W., a distance of 138.85 feet; thence N.86°26'26"W., a distance of 21.50 feet; thence S.38°08'55"W., a distance of 65.20 feet; thence S.84°51'12"W., a distance of 17.05 feet; thence S.54°21'40"W., a distance of 140.72 feet; thence S.23°42'47"E., a distance of 73.31 feet; thence S.04°58'21"E., a distance of 57.22 feet; thence S.69°05'54"W., a distance of 64.06 feet; thence S.76°21'43"W., a distance of 34.80 feet; thence S.85°45'26"W., a distance of 42.84 feet; thence N.89°13'31"W., a distance of 44.80 feet; thence N.83°00'19"W., a distance of 56.77 feet; thence N.22°49'06"W., a distance of 94.48 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies S.63°21'58"W., a radial distance of 198.00 feet; thence westerly along the arc of said curve, through a central angle of 122°15'41", an arc length of 422.50 feet to the point of end of said curve; thence N.86°23'34"W., a distance of 58.95 feet; thence S.44°20'26"W., a distance of 29.91 feet; thence S.49°11'09"W., a distance of 49.61 feet; thence S.39°15'10"W., a distance of 57.04 feet; thence S.89°42'40"W., a distance of 24.83 feet; thence N.61°30'50"W., a distance of 36.41 feet; thence N.22°31'24"W., a distance of 34.55 feet; thence N.01°57'27"E., a distance of 27.33 feet; thence N.15°34'49"W., a distance of 82.01 feet; thence N.20°51'29"E., a distance of 19.19 feet; thence N.06°41'23"W., a distance of 33.24 feet; thence N.33°40'07"E., a distance of 36.23 feet to the POINT OF BEGINNING.

Containing 410,694 square feet or 9.4282 acres, more or less.

FOR: WCJ COMMUNITIES

REVA - REVISE CHANNEL WIDTH, 3/6/06, JWB

REV.B - REVISE PER ENGINEERING, 3/8/06, JWB
 This is NOT a Survey.

SKETCH & DESCRIPTION OF:

PROPOSED CONSERVATION EASEMENT AT
 TIDEWATER PRESERVE
 MANATEE COUNTY, FLORIDA

WilsonMiller

Planners • Engineers • Landscapers • Surveyors • Landscape Architects • Transportation Consultants
 WilsonMiller, Inc.

800 Professional Parkway East, Suite 200 • Sarasota, Florida 34230-2001 • Phone 941-557-5500 • Fax 941-557-5500 • Web Site: wilsonmiller.com

TASK CODE: ADD01	DRAWN BY: JWB	CHECKED BY: RRC	CAD FILE: 04455-004-K01	PROJECT NO: 04455-030-000	SHEET 11 OF 14	DRAWING INDEX NO: A4455-030-007	REV: B
---------------------	------------------	--------------------	----------------------------	------------------------------	-------------------	------------------------------------	-----------

NOV-20-2008 14:03

WILSONMILLER

1 P. 12

CONSERVATION AREA 5:

A strip of land lying in Sections 15, 21 and 22, Township 34 South, Range 18 East, Manatee County, Florida and described as follows:

Commence at the point of tangency of a curve on the easterly right-of-way line of Interstate 75 (State Road #93, Section 13075-2404), 130.00 feet easterly of east baseline station 741+75.67, of which the radius point lies N.70°45'54"E, a radial distance of 3,144.05 feet; thence southeasterly along the arc of said curve, through a central angle of 42°01'44", an arc length of 2,306.29 feet to a point on the south line of the Northwest 1/4 of the Southwest 1/4 of said Section 22; thence S.89°26'09"E, along said south line, a distance of 310.79 feet to the POINT OF BEGINNING; thence N.43°09'06"E, a distance of 5.20 feet; thence N.48°22'48"E, a distance of 40.48 feet; thence N.53°14'03"E, a distance of 73.55 feet; thence N.37°18'05"E, a distance of 56.57 feet; thence N.77°00'52"E, a distance of 30.90 feet; thence N.41°20'17"E, a distance of 46.17 feet; thence N.23°34'49"E, a distance of 86.96 feet; thence N.34°03'35"E, a distance of 48.08 feet; thence N.28°28'37"E, a distance of 64.94 feet; thence N.19°04'39"W, a distance of 62.29 feet; thence N.66°32'48"W, a distance of 29.18 feet; thence N.53°05'57"W, a distance of 49.94 feet; thence N.03°03'39"W, a distance of 41.04 feet; thence N.14°34'07"E, a distance of 57.59 feet; thence N.60°20'11"E, a distance of 94.83 feet; thence N.77°14'18"E, a distance of 39.52 feet; thence N.49°18'06"E, a distance of 19.57 feet; thence N.30°16'28"E, a distance of 59.06 feet; thence N.48°47'38"E, a distance of 96.72 feet; thence N.70°58'50"W, a distance of 49.73 feet; thence S.72°04'51"W, a distance of 31.30 feet; thence N.52°42'46"W, a distance of 87.21 feet; thence N.33°03'45"W, a distance of 62.60 feet; thence N.80°31'39"W, a distance of 66.15 feet; thence N.81°00'47"W, a distance of 78.96 feet; thence S.12°32'33"W, a distance of 46.65 feet; thence S.52°28'05"W, a distance of 25.98 feet; thence S.61°53'01"E, a distance of 42.12 feet; thence S.79°09'55"E, a distance of 57.72 feet; thence S.57°42'34"E, a distance of 63.97 feet; thence S.02°53'39"W, a distance of 32.03 feet; thence S.57°51'16"W, a distance of 52.58 feet; thence N.71°22'25"W, a distance of 33.80 feet; thence N.79°34'21"W, a distance of 105.40 feet; thence S.77°53'00"W, a distance of 77.90 feet; thence S.66°34'59"W, a distance of 88.35 feet; thence S.47°23'55"W, a distance of 92.71 feet; thence S.81°26'41"W, a distance of 82.03 feet; thence N.78°49'33"W, a distance of 70.94 feet; thence N.72°52'03"W, a distance of 155.29 feet; thence N.34°23'01"W, a distance of 87.19 feet; thence N.15°15'25"W, a distance of 172.21 feet; thence N.89°16'12"E, a distance of 90.15 feet; thence N.11°14'24"E, a distance of 50.49 feet; thence N.84°52'00"W, a distance of 18.08 feet; thence N.31°04'32"W, a distance of 123.30 feet; thence N.42°59'37"W, a distance of 82.71 feet; thence N.00°53'51"E, a distance of 34.07 feet; thence N.37°28'12"W, a distance of 39.63 feet; thence N.43°43'15"W, a distance of 37.36 feet; thence N.25°58'23"W, a distance of 54.97 feet; thence N.20°37'54"W, a distance of 21.52 feet; thence N.56°54'09"W, a distance of 14.60 feet; thence S.85°01'52"W, a distance of 56.13 feet; thence N.88°27'02"W, a distance of 34.58 feet; thence N.58°54'10"W, a distance of 32.69 feet; thence N.72°06'09"W, a distance of 27.69 feet; thence S.88°16'57"W, a distance of 8.02 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies S.27°46'35"W, a radial distance of 73.00 feet; thence westerly along the arc of said curve, through a central angle of 28°24'25", an arc length of 37.47 feet to the end of said curve; thence N.00°43'29"E, a distance of 123.41 feet; thence N.33°31'59"E, a distance of 41.73 feet; thence N.44°58'41"E, a distance of 58.88 feet; thence S.55°54'38"E, a distance of 30.59 feet; thence N.55°28'39"E, a distance of 26.72 feet; thence N.46°55'13"W, a distance of 50.93 feet; thence N.29°57'21"W, a distance of 98.01 feet; thence N.34°09'52"E, a distance of 33.36 feet; thence N.86°43'09"E, a distance of 44.89 feet; thence N.54°51'40"E, a distance of 41.48 feet; thence N.52°14'39"E, a distance of 62.32 feet; thence S.73°53'33"E, a distance of 66.89 feet; thence S.17°38'25"E, a distance of 41.21 feet; thence S.35°41'45"E, a distance of 13.15 feet; thence S.25°40'28"E, a distance of 42.91 feet; thence S.18°14'26"E, a distance of 38.85 feet; thence S.03°25'01"E, a distance of 59.85 feet; thence S.58°48'41"W, a distance of 90.43 feet; thence S.20°49'04"E, a distance of 35.17 feet; thence N.88°15'16"E, a distance of 20.05 feet; thence N.81°47'12"E, a distance of 37.34 feet; thence N.79°05'26"E, a distance of 76.27 feet; thence S.46°12'52"E, a distance of 38.17 feet; thence S.51°25'24"E, a distance of 90.50 feet; thence S.26°43'12"W, a distance of 67.08 feet; thence S.11°47'02"E, a distance of 39.71 feet; thence S.64°00'54"E, a distance of 9.72 feet; thence S.52°45'43"E, a distance of 47.90 feet; thence S.68°18'47"E, a distance of 9.22 feet; thence N.24°53'59"E, a distance of 21.56 feet; thence N.03°03'27"W, a distance of 37.65 feet; thence N.74°32'07"E, a distance of 89.89 feet; thence S.23°59'57"E, a distance of 36.69 feet; thence S.83°00'13"E, a distance of 58.13 feet; thence N.19°39'59"W, a distance of 29.58 feet; thence N.28°20'41"W, a distance of 38.40 feet; thence N.29°01'18"E, a distance of 40.52 feet; thence N.60°58'42"W, a distance of 13.94 feet; thence S.59°11'55"W, a distance of 16.43 feet; thence S.68°12'38"W, a distance of 27.01 feet; thence S.77°58'35"W, a distance of 43.43 feet; thence N.78°55'24"W, a distance of 42.64 feet; thence N.60°23'55"W, a distance of 58.88 feet; thence N.58°02'11"W, a distance of 44.03 feet; thence N.57°28'13"W, a distance of 51.02 feet; thence N.11°28'12"W, a distance of 50.49 feet; thence N.15°23'41"E, a distance of 39.13 feet; thence N.34°34'17"E, a distance of 39.63 feet; thence N.19°30'21"E, a distance of 57.02 feet; thence N.04°14'54"E, a distance of 68.31 feet; thence N.18°25'59"E, a distance of 45.83 feet; thence N.45°46'46"E, a distance of 34.21 feet; thence N.85°50'11"E, a distance of 42.05 feet; thence S.86°28'24"E, a distance of 53.34 feet; thence S.52°24'01"E, a distance of 44.77 feet; thence S.15°18'25"E, a distance of 80.46 feet; thence S.11°20'01"W, a distance of 47.19 feet; thence S.50°44'52"E, a distance of 19.74 feet; thence N.58°50'43"E, a distance of 29.16 feet; thence S.65°59'29"E, a distance of 35.74 feet; thence S.08°55'56"E, a distance of 56.39 feet; thence S.17°29'18"W, a distance of 80.90 feet; thence S.13°00'00"W, a distance of 39.80 feet; thence S.53°00'09"E, a distance of 10.95 feet; thence N.43°18'42"E, a distance of 60.29 feet; thence N.72°33'34"E, a distance of 89.86 feet; thence N.48°48'37"E, a distance of 56.23 feet; thence N.39°14'23"E, a distance of 71.76 feet; thence N.62°33'34"E, a distance of 126.32 feet; thence N.10°15'51"E, a distance of 76.66 feet; thence N.85°49'53"W, a distance of 38.86 feet; thence N.16°05'22"E, a distance of 124.46 feet; thence S.85°08'21"W, a distance of 17.50 feet; thence N.30°34'52"W, a distance of 56.44 feet; thence N.16°52'48"W, a distance of 33.47 feet; thence N.66°37'32"W, a distance of 14.39 feet; thence S.41°44'35"W, a distance of 38.57 feet; thence S.12°27'08"W, a distance of 76.99 feet; thence S.48°05'51"W, a distance of 60.03 feet; thence S.80°03'27"W, a distance of 20.75 feet; thence S.36°57'58"W, a distance of 31.10 feet; thence S.40°51'46"W, a distance of 34.43 feet; thence S.22°16'59"W, a distance of 25.55 feet; thence S.31°52'34"W, a distance of 30.60 feet; thence S.27°59'57"W, a distance of 22.89 feet; thence S.70°54'21"W, a distance of 62.69 feet;

CONTINUED ON SHEET 13

REV.B - REVISE PER ENGINEERING, 3/8/06, JWB
 REV.A - REVISE CHANNEL WIDTH, 3/6/06, JWB

This is NOT a Survey.

FOR: WCI COMMUNITIES

SKETCH & DESCRIPTION OF:
 PROPOSED CONSERVATION EASEMENT AT
 TIDEWATER PRESERVE
 MANATEE COUNTY, FLORIDA

WilsonMiller
 Surveyors & Engineers, Inc.

Florida - Engineers - Surveyors - Landmarks - Archaeologists - Transportation Consultants

WilsonMiller, Inc.

800 Professional Parkway, Suite 500 - Sarasota, Florida 34230-4844 - Phone 941-557-6000 - Fax 941-557-6000 - Web Site: www.wilsonmiller.com

TASK CODE: ADD01	DRAWN BY: JWB	CHECKED BY: RRC	CAD FILE: 04455-004-K01	PROJECT NO: 04455-030-000	SHEET 12 OF 14	DRAWING INDEX NO: A4455-030-007*	REV B
---------------------	------------------	--------------------	----------------------------	------------------------------	-------------------	-------------------------------------	----------

1 P.13

thence N.35°37'45"W., a distance of 31.74 feet; thence N.03°58'40"W., a distance of 55.41 feet; thence N.40°35'28"W., a distance of 33.70 feet; thence N.01°05'08"W., a distance of 32.26 feet; thence N.25°55'50"E., a distance of 68.22 feet; thence N.37°19'15"E., a distance of 52.05 feet; thence N.16°53'05"E., a distance of 44.66 feet; thence N.52°30'20"E., a distance of 35.19 feet; thence N.89°31'56"E., a distance of 28.25 feet; thence N.80°29'30"E., a distance of 23.06 feet; thence N.28°42'17"E., a distance of 29.94 feet; thence N.87°14'30"W., a distance of 85.96 feet; thence N.66°40'17"W., a distance of 60.46 feet; thence N.16°23'28"W., a distance of 48.38 feet; thence N.29°33'46"W., a distance of 50.10 feet; thence N.18°02'29"E., a distance of 86.84 feet; thence N.38°05'41"E., a distance of 42.23 feet; thence N.35°31'56"W., a distance of 123.61 feet; thence N.05°57'12"W., a distance of 39.55 feet; thence N.13°01'01"W., a distance of 10.82 feet; thence S.81°33'13"W., a distance of 83.00 feet; thence N.50°39'06"W., a distance of 105.56 feet; thence N.39°20'54"E., a distance of 131.25 feet; thence S.86°34'05"E., a distance of 47.30 feet; thence N.04°24'30"E., a distance of 67.23 feet; thence N.43°33'07"E., a distance of 101.42 feet; thence N.77°00'01"E., a distance of 51.82 feet; thence S.27°09'08"E., a distance of 33.49 feet; thence S.80°55'59"E., a distance of 29.47 feet; thence S.67°40'16"E., a distance of 80.49 feet; thence S.78°34'04"E., a distance of 6.27 feet; thence S.52°41'47"E., a distance of 91.94 feet; thence S.29°47'11"E., a distance of 4.18 feet; thence S.51°17'54"E., a distance of 34.78 feet; thence S.42°18'16"E., a distance of 76.78 feet; thence S.07°31°09"W., a distance of 55.74 feet; thence S.61°34'17"E., a distance of 38.73 feet; thence S.76°48'08"E., a distance of 40.83 feet; thence N.73°28'54"E., a distance of 52.77 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies N.31°29'39"E., a radial distance of 1,000.00 feet; thence southeasterly along the arc of said curve, through a central angle of 08°47'46", an arc length of 153.52 feet to the end of said curve; thence S.34°38'47"E., a distance of 42.65 feet; thence S.09°31'22"E., a distance of 72.53 feet; thence S.33°29'20"E., a distance of 68.18 feet; thence S.21°35'49"E., a distance of 29.86 feet; thence S.51°45'16"E., a distance of 32.75 feet; thence S.25°51'45"E., a distance of 4.90 feet; thence S.70°48'54"E., a distance of 21.23 feet; thence S.43°41'25"E., a distance of 49.51 feet; thence S.32°22'25"E., a distance of 70.12 feet; thence S.76°09'38"E., a distance of 30.61 feet; thence S.18°07'03"E., a distance of 26.17 feet; thence S.19°11'06"W., a distance of 115.19 feet; thence S.38°14'01"W., a distance of 16.43 feet; thence S.50°32'03"W., a distance of 37.88 feet; thence N.83°50'03"W., a distance of 44.74 feet; thence N.57°25'49"W., a distance of 21.91 feet; thence S.87°54'47"W., a distance of 34.12 feet; thence S.53°15'23"W., a distance of 12.37 feet; thence S.17°30'48"E., a distance of 24.48 feet; thence S.42°24'31"W., a distance of 56.43 feet; thence S.56°48'36"W., a distance of 35.56 feet; thence S.86°23'54"W., a distance of 47.76 feet; thence N.58°40'40"W., a distance of 25.21 feet; thence S.52°17'51"W., a distance of 113.42 feet; thence S.10°02'44"E., a distance of 29.73 feet; thence S.82°49'27"E., a distance of 25.90 feet; thence S.49°49'08"E., a distance of 25.73 feet; thence N.76°48'31"E., a distance of 11.64 feet; thence N.80°56'12"E., a distance of 28.26 feet; thence N.59°53'02"E., a distance of 53.49 feet; thence S.50°12'05"E., a distance of 44.26 feet; thence S.68°52'22"E., a distance of 29.52 feet; thence N.88°53'52"E., a distance of 22.70 feet; thence N.66°40'06"E., a distance of 23.08 feet; thence S.77°42'22"E., a distance of 50.91 feet; thence S.12°08'57"E., a distance of 23.02 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies S.81°30'34"E., a radial distance of 710.00 feet; thence southerly along the arc of said curve, through a central angle of 07°34'51", an arc length of 93.94 feet to a point of reverse curvature of a curve to the right having a radius of 2.00 feet and a central angle of 87°44'46"; thence southwesterly along the arc of said curve, a distance of 3.08 feet to a point of reverse curvature of a curve to the left having a radius of 73.00 feet and a central angle of 190°12'44"; thence southerly along the arc of said curve, a distance of 242.35 feet to the end of said curve; thence S.20°28'09"E., a distance of 59.30 feet; thence S.11°38'27"E., a distance of 27.41 feet; thence S.05°58'48"W., a distance of 42.98 feet; thence S.17°43'01"W., a distance of 33.81 feet; thence S.63°18'17"W., a distance of 15.88 feet; thence S.46°34'54"W., a distance of 51.92 feet; thence N.88°53'53"W., a distance of 16.86 feet; thence S.51°39'22"W., a distance of 28.99 feet; thence S.80°48'33"W., a distance of 26.19 feet; thence S.61°10'01"E., a distance of 32.25 feet; thence N.52°42'36"E., a distance of 27.98 feet; thence N.89°30'19"E., a distance of 49.06 feet; thence N.74°09'30"E., a distance of 24.76 feet to the point of curvature of a curve to the right having a radius of 30.00 feet and a central angle of 46°36'22"; thence easterly along the arc of said curve a distance of 25.45 feet to the point of tangency of said curve; thence S.57°14'08"E., a distance of 30.48 feet; thence S.50°36'28"E., a distance of 38.77 feet; thence S.37°51'34"E., a distance of 32.18 feet; thence S.66°23'26"E., a distance of 17.96 feet; thence N.66°34'24"E., a distance of 25.48 feet; thence N.42°46'03"E., a distance of 29.28 feet; thence N.00°41'54"E., a distance of 35.14 feet; thence N.46°11'45"W., a distance of 46.94 feet; thence N.00°49'46"W., a distance of 63.71 feet; thence N.04°28'52"W., a distance of 80.31 feet; thence N.20°05'07"E., a distance of 45.05 feet; thence N.61°25'29"E., a distance of 58.41 feet; thence N.12°49'50"E., a distance of 22.74 feet; thence N.25°19'39"E., a distance of 24.17 feet; thence N.00°11'18"E., a distance of 26.76 feet; thence N.40°45'09"W., a distance of 40.87 feet; thence N.21°54'49"E., a distance of 45.58 feet; thence N.07°07'56"W., a distance of 64.39 feet; thence N.18°30'11"E., a distance of 66.80 feet; thence N.13°34'28"W., a distance of 27.72 feet; thence N.19°10'40"E., a distance of 51.89 feet; thence N.83°34'43"E., a distance of 16.64 feet; thence N.19°11'06"E., a distance of 774.75 feet to a point of curvature of a curve to the right having a radius of 400.00 feet and a central angle of 36°09'37"; thence northeasterly along the arc of said curve a distance of 252.45 feet to a point of reverse curvature of a curve to the left having a radius of 500.00 feet and a central angle of 28°00'22"; thence northeasterly along the arc of said curve, a distance of 244.40 feet to the point of tangency of said curve; thence N.27°20'20"E., a distance of 646.98 feet; thence N.47°42'25"E., a distance of 29.64 feet; thence N.62°07'04"E., a distance of 71.10 feet; thence N.36°38'33"E., a distance of 57.17 feet; thence N.75°44'51"W., a distance of 36.96 feet; thence N.13°56'43"E., a distance of 44.86 feet; thence N.30°22'46"E., a distance of 109.10 feet; thence N.67°21'07"E., a distance of 98.56 feet; thence N.55°47'03"E., a distance of 38.22 feet; thence N.60°29'40"E., a distance of 79.20 feet; thence N.76°53'24"E., a distance of 52.25 feet; thence N.51°59'44"E., a distance of 87.87 feet; thence N.64°59'54"E., a distance of 62.74 feet; thence N.49°51'06"E., a distance of 58.48 feet; thence N.76°17'03"E., a distance of 54.91 feet; thence N.17°08'50"E., a distance of 49.75 feet; thence N.87°16'35"W., a distance of 26.65 feet; thence N.68°38'02"W., a distance of 60.09 feet; thence N.10°26'49"W., a distance of 94.85 feet; thence S.67°48'54"E., a distance of 39.31 feet; thence N.37°29'11"W., a distance of 115.57 feet; thence N.81°58'56"W., a distance of 44.77 feet; thence N.70°35'34"W., a distance of 135.50 feet; thence N.43°01'17"W., a distance of 58.72 feet; thence N.79°23'18"W., a distance of 54.84 feet; thence N.65°19'46"W., 0

CONTINUED ON SHEET 14

This is NOT a Survey.

Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants
Wilcon Miller, Inc.

6000 Professional Parkway East, Suite 225 • Orlando, Florida 32810-6644 • Phone: 407-572-5572 • Fax: 407-572-1533 • Web: www.enr.com

TASK CODE: ADD01	DRAWN BY: JWB	CHECKED BY: RRC	CAD FILE: 04455-004-K01	PROJECT NO: 04455-030-000	SHEET 13 OF 14	DRAWING INDEX NO: A4455-030-007	REV: B
---------------------	------------------	--------------------	----------------------------	------------------------------	-------------------	------------------------------------	-----------

BK 2282 PG 6285 Filed & Recorded 12/19/08 10:17:55 AM
R. B. "CHIPS" SHORE Clerk of Circuit Court Manatee County FL. (19 of 19)

NOV-20-2008 14:03

WILSONMILLER

1 P.14

CONTINUED FROM SHEET 13

a distance of 12.29 feet; thence N.38°23'49"W., a distance of 34.12 feet; thence N.66°28'04"W., a distance of 25.09 feet; thence S.68°28'06"W., a distance of 20.84 feet; thence N.71°08'48"W., a distance of 64.07 feet; thence S.72°58'40"W., a distance of 79.03 feet; thence N.83°19'39"W., a distance of 2.15 feet; thence N.34°36'05"E., a distance of 242.19 feet to the Mean High Water Line of the Manatee River; thence along said Mean High Water Line for the following twenty-three (23) calls: (1) thence S.64°54'25"E., a distance of 79.69 feet; (2) thence S.80°31'47"E., a distance of 48.84 feet; (3) thence S.68°09'59"E., a distance of 430.59 feet; (4) thence S.75°45'10"E., a distance of 384.12 feet; (5) thence S.87°27'55"E., a distance of 211.83 feet; (6) thence S.89°17'49"E., a distance of 165.13 feet; (7) thence S.04°39'54"E., a distance of 120.81 feet; (8) thence S.76°20'13"W., a distance of 309.78 feet; (9) thence S.64°18'26"W., a distance of 391.78 feet; (10) thence S.50°08'35"W., a distance of 565.18 feet; (11) thence S.36°35'18"W., a distance of 297.45 feet; (12) thence S.30°37'01"W., a distance of 281.09 feet; (13) thence S.25°36'08"W., a distance of 275.46 feet; (14) thence S.15°19'36"W., a distance of 358.11 feet; (15) thence S.67°31'15"W., a distance of 159.28 feet; (16) thence S.24°49'01"E., a distance of 125.50 feet; (17) thence S.24°11'45"W., a distance of 396.42 feet; (18) thence N.77°26'03"W., a distance of 167.20 feet; (19) thence S.00°14'21"E., a distance of 95.30 feet; (20) thence S.30°55'32"W., a distance of 287.80 feet; (21) thence S.28°34'30"E., a distance of 89.12 feet; (22) thence N.80°51'14"W., a distance of 74.11 feet; (23) thence S.24°11'26"W., a distance of 144.09 feet to a point on the south line of the Southeast 1/4 of the Northwest 1/4 of the above mentioned Section 22; thence N.89°19'31"W., along said south line, a distance of 87.39 feet to the northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 22; thence S.00°34'42"W., along the west line of said Northwest 1/4 of the Southwest 1/4, a distance of 1,327.68 feet to the southeast corner of said Northwest 1/4 of the Southwest 1/4; thence N.89°26'09"W., along the south line of said Northwest 1/4 of the Southwest 1/4, a distance of 673.94 feet to the POINT OF BEGINNING.

Containing 3,088,906 square feet or 70.9115 acres, more or less.

NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY RIGHT-OF-WAY LINE OF I-75, BEING N.19°14'06"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Jennie W. Brannon 3/8/06
 Jennie W. Brannon, P.S.M.
 Florida Registration No. 5041
 Date of Signature

REV.B - REVISE PER ENGINEERING, 3/8/06, JWB
 REV.A - REVISE CHANNEL WIDTH, 3/6/06, JWB
 FOR: WCI COMMUNITIES

This is NOT a Survey.

SKETCH & DESCRIPTION OF:
 PROPOSED CONSERVATION EASEMENT AT
 TIDEWATER PRESERVE
 MANATEE COUNTY, FLORIDA

WilsonMiller

Planners - Engineers - Drafters - Surveyors - Landscape Architects - Transportation Consultants
 WilsonMiller, Inc.

600 Professional Parkway East, Suite 100 • Sarasota, Florida 34230-9901 • Phone 941-557-0800 • Fax 941-557-0800 • Website: wilsonmiller.com

TASK CODE	DRAWN BY	CHECKED BY	CAD FILE	PROJECT NO.	SHEET	DRAWING INDEX NO.	REV.
ADD01	JWB	RRC	04455-004-K01	04455-030-000	14 OF 14	A4455-030-007*	B

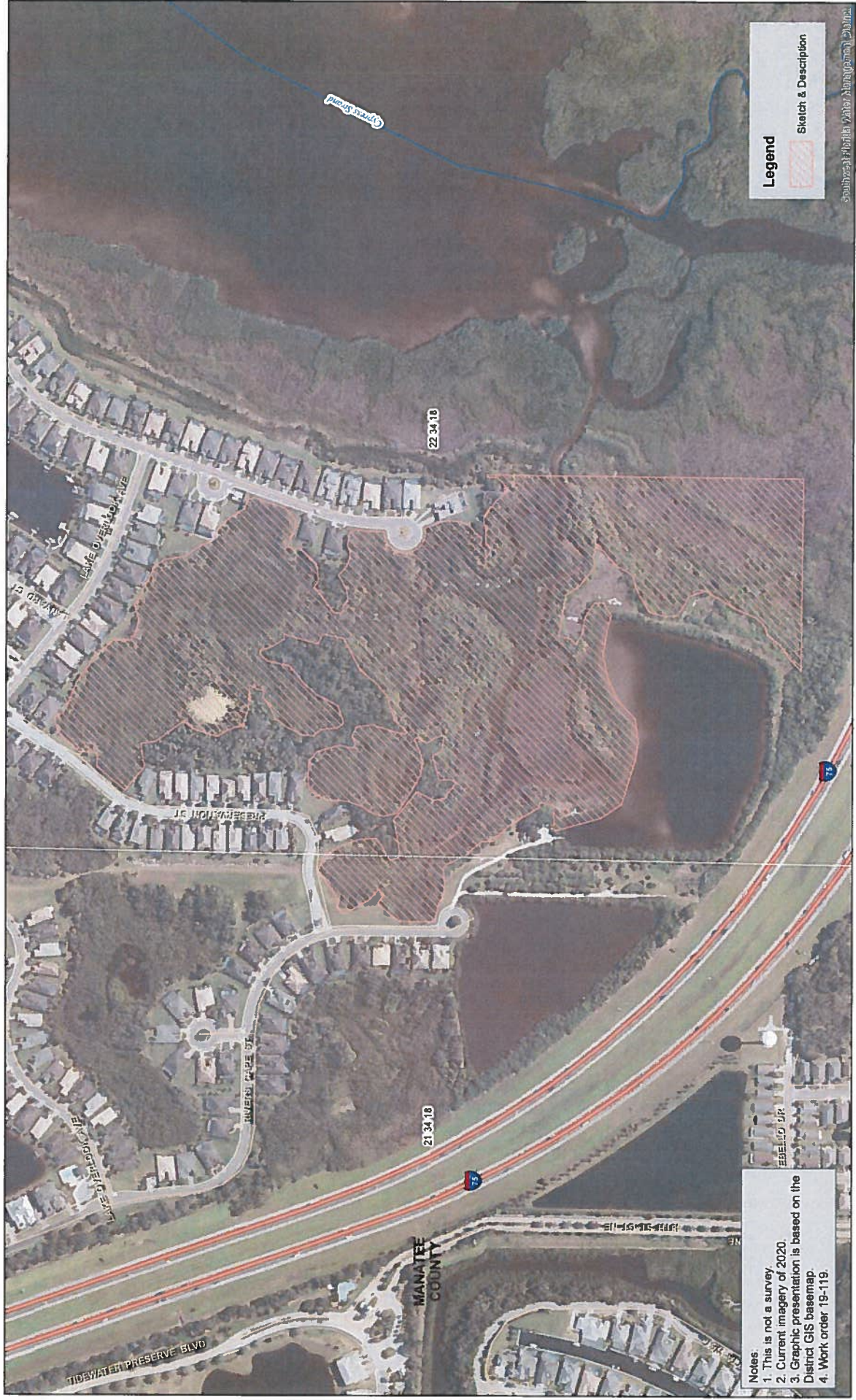
TOTAL P.14

EXHIBIT B**Legal Description and Sketch of the Property****[Attached]**

Intended plot size: 11"x17" W E
 1 inch = 300 feet

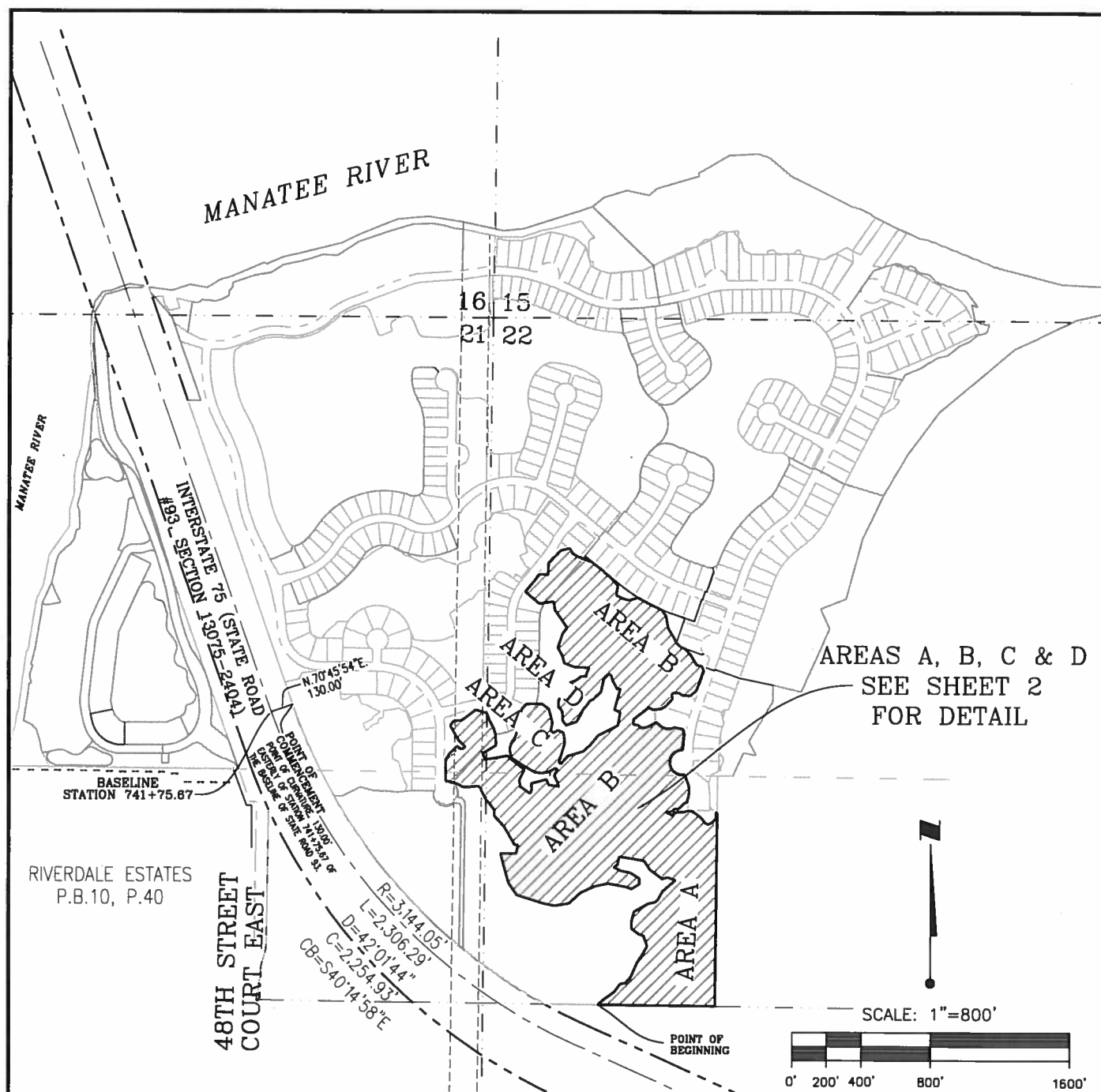
Graphic Presentation of
 Sketch & Description of Mitigation Monitoring Map
 Prepared by Stathec dated 03/13/2021
 Sections 21 & 22, Township 34 South, Range 18 East, Manatee County, Florida

Date 4/14/2021



- Notes:**
1. This is not a survey.
 2. Current imagery of 2020.
 3. Graphic presentation is based on the District GIS basemap.
 4. Work order 19-119.

Legend
 Sketch & Description



TIDEWATER PRESERVE
TOWNSHIP 34 SOUTH, RANGE 18 EAST
LOCATION MAP

SEE SHEET 2 FOR
SKETCH
SEE SHEET 3 FOR
LINE/CURVE TABLES
SEE SHEETS 4 & 5
FOR DESCRIPTIONS

This is NOT a Survey and Not valid without all sheets.

Mar 12, 2021 - 09:54:57 BCUNNINGHAM\jv\2156\active\215600178\survey\drawing\215600178v-ceABCD.dwg

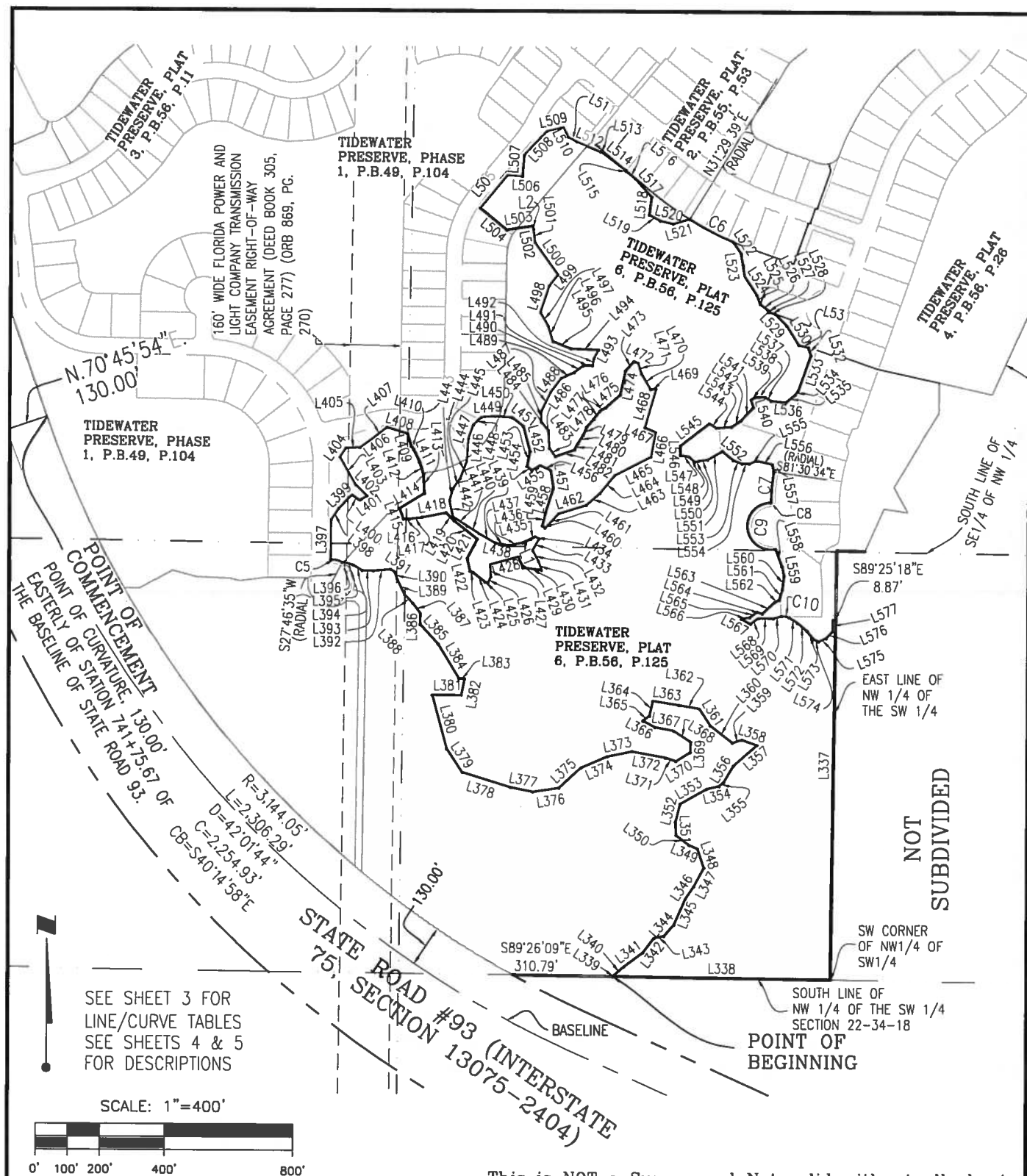
SKETCH & DESCRIPTION OF MITIGATION MONITORING MAP
FOR WETLAND AREAS A, B, C & D, AT TIDEWATER
PRESERVE, IN SECTIONS 21 & 22, TOWNSHIP 34 S.
RANGE 18 E., MANATEE COUNTY, FLORIDA



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7866

TASK CODE: 933	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215600178v-ceABCD	PROJECT NO: 215600178	SHEET 1 OF 5	DRAWING INDEX NO: 215600175v-ceABCD	REV:
-------------------	------------------	-----------------	--------------------------------	--------------------------	-----------------	--	------



This is NOT a Survey and Not valid without all sheets.

Mar 11, 2021 - 18:08:04

BCUNNINGHAM\4:2156\active\215600178\survey\drawing\215600178v-ceABCD.dwg

SKETCH & DESCRIPTION OF MITIGATION MONITORING MAP

FOR WETLAND AREAS A, B, C & D, AT TIDEWATER
PRESERVE, IN SECTIONS 21 & 22, TOWNSHIP 34 S.
RANGE 18 E., MANATEE COUNTY, FLORIDA



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7866

TASK CODE:		DRAWN BY:	CHKD BY:	CAD FILE:	PROJECT NO:	SHEET	OF		DRAWING INDEX NO:	REV:
933		JWB	RRC	215600178v-ceABCD	215600178	2	5		215600175v-ceABCD	

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L337	S00°34'42"W	1113.42'	L392	S85°01'52"W	56.13'	L447	N18°25'59"E	45.83'	L491	N89°31'56"E	28.25'	L535	S50°32'03"W	37.88'
L338	N89°26'09"W	673.94'	L393	N88°27'02"W	34.58'	L448	N45°46'46"E	34.21'	L492	N10°29'30"E	23.06'	L536	N83°50'03"W	44.74'
L339	N43°09'06"E	5.20'	L394	N58°54'10"W	32.69'	L449	N85°50'11"E	42.05'	L493	N28°42'17"E	29.94'	L537	N57°25'49"W	21.91'
L340	N48°22'48"E	40.48'	L395	N72°06'09"W	27.69'	L450	S86°28'24"E	53.34'	L494	N87°14'30"W	85.96'	L538	S87°54'47"W	34.12'
L341	N53°14'03"E	73.55'	L396	S88°16'57"W	8.02'	L451	S52°24'01"E	44.77'	L495	N68°40'17"W	60.46'	L539	S53°15'23"W	12.37'
L342	N37°18'05"E	56.57'	L397	N00°43'29"E	123.41'	L452	S15°18'25"E	80.46'	L496	N16°23'28"W	48.38'	L540	S17°30'48"E	24.48'
L343	N77°00'52"E	30.90'	L398	N33°31'59"E	41.73'	L453	S11°20'01"W	47.19'	L497	N29°33'46"W	50.10'	L541	S42°24'31"W	56.43'
L344	N41°20'17"E	46.17'	L399	N44°58'41"E	58.68'	L454	S50°44'52"E	19.74'	L498	N18°02'29"E	86.84'	L542	S56°46'36"W	35.56'
L345	N23°34'49"E	86.96'	L400	S55°54'38"E	30.59'	L455	N58°50'43"E	29.16'	L499	N38°05'41"E	42.23'	L543	S86°23'54"W	47.76'
L346	N34°03'35"E	48.08'	L401	N55°28'39"E	26.72'	L456	S65°59'29"E	35.74'	L500	N35°31'56"W	123.61'	L544	N58°40'40"W	25.21'
L347	N28°28'37"E	64.94'	L402	N46°55'13"W	50.93'	L457	S08°55'56"E	56.39'	L501	N05°57'12"W	39.55'	L545	S52°17'51"W	113.42'
L348	N19°04'39"W	62.29'	L403	N29°57'21"W	98.01'	L458	S17°29'18"W	80.90'	L502	N13°30'01"W	10.82'	L546	S01°02'44"E	29.73'
L349	N66°32'48"W	29.19'	L404	N34°09'52"E	33.36'	L459	S13°00'00"W	39.80'	L503	S81°33'13"W	83.00'	L547	S82°49'27"E	25.90'
L350	N53°05'57"W	49.94'	L405	N86°43'09"E	44.89'	L460	S53°00'09"E	10.95'	L504	N50°39'06"W	105.56'	L548	S49°49'08"E	25.73'
L351	N03°03'39"W	41.04'	L406	N54°51'40"E	41.48'	L461	N43°18'42"E	60.29'	L505	N39°20'54"E	131.25'	L549	N76°48'31"E	11.64'
L352	N14°34'07"E	57.59'	L407	N52°14'39"E	62.32'	L462	N72°33'34"E	89.86'	L506	S86°34'05"E	47.30'	L550	N80°56'12"E	28.26'
L353	N60°20'11"E	94.83'	L408	S73°53'33"E	66.89'	L463	N48°48'37"E	56.23'	L507	N04°24'30"E	67.23'	L551	N59°53'02"E	53.49'
L354	N77°14'18"E	39.52'	L409	S17°38'25"E	41.21'	L464	N39°14'23"E	71.76'	L508	N43°33'07"E	101.42'	L552	S50°12'05"E	44.26'
L355	N49°18'06"E	19.57'	L410	S35°41'45"E	13.15'	L465	N62°33'34"E	126.32'	L509	N77°00'01"E	51.82'	L553	S68°52'22"E	29.52'
L356	N30°16'28"E	59.06'	L411	S25°40'28"E	42.91'	L466	N10°15'51"E	76.66'	L510	S27°09'08"E	33.49'	L554	N88°53'52"E	22.70'
L357	N48°47'38"E	96.72'	L412	S18°14'26"E	38.85'	L467	N65°49'53"W	36.86'	L511	S60°55'59"E	29.47'	L555	N66°40'06"E	23.08'
L358	N70°58'50"W	49.73'	L413	S03°25'01"E	59.85'	L468	N16°05'22"E	124.46'	L512	S67°40'16"E	80.49'	L556	S77°42'22"E	50.91'
L359	S72°04'51"W	31.30'	L414	S58°48'41"W	90.43'	L469	S85°06'21"W	17.50'	L513	S78°34'04"E	6.27'	L557	S12°06'57"E	23.02'
L360	N52°42'46"W	87.21'	L415	S20°49'04"E	35.17'	L470	N30°34'52"W	56.44'	L514	S52°41'47"E	91.94'	L558	S20°28'09"E	59.30'
L361	N33°03'45"W	62.60'	L416	N88°15'16"E	20.05'	L471	N16°52'48"W	33.47'	L515	S29°47'11"E	4.18'	L559	S11°38'27"E	27.41'
L362	N80°31'39"W	66.15'	L417	N81°47'12"E	37.34'	L472	N66°37'32"W	14.39'	L516	S51°17'54"E	34.78'	L560	S05°58'48"W	42.98'
L363	N81°00'47"W	78.96'	L418	N79°05'26"E	76.27'	L473	S41°44'35"W	38.57'	L517	S42°18'16"E	76.78'	L561	S17°43'01"W	33.61'
L364	S12°32'33"W	46.65'	L419	S46°12'52"E	36.17'	L474	S12°27'08"W	76.99'	L518	S07°31'09"W	55.74'	L562	S63°18'17"W	15.88'
L365	S52°28'05"W	25.98'	L420	S51°25'24"E	90.50'	L475	S48°05'51"W	60.03'	L519	S61°34'17"E	38.73'	L563	S46°34'54"W	51.92'
L366	S61°53'01"E	42.12'	L421	S26°43'12"W	67.08'	L476	S60°03'27"W	20.75'	L520	S76°46'06"E	40.83'	L564	N68°53'53"W	16.86'
L367	S79°09'55"E	57.72'	L422	S11°47'02"E	39.71'	L477	S36°57'58"W	31.10'	L521	N73°26'54"E	52.77'	L565	S51°39'22"W	28.99'
L368	S57°42'34"E	63.97'	L423	S64°00'54"E	9.72'	L478	S40°51'46"W	34.43'	L522	S34°38'47"E	42.65'	L566	S80°48'33"W	26.19'
L369	S02°53'39"W	32.03'	L424	S52°45'43"E	47.90'	L479	S22°16'59"W	25.55'	L523	S09°31'22"E	72.53'	L567	S61°10'01"E	32.25'
L370	S57°51'16"W	52.58'	L425	S68°18'47"E	9.22'	L480	S31°52'34"W	30.60'	L524	S33°29'20"E	68.16'	L568	N52°42'36"E	27.98'
L371	N71°22'25"W	33.80'	L426	N24°53'59"E	21.56'	L481	S27°59'57"W	22.89'	L525	S21°35'49"E	29.86'	L569	N89°30'19"E	49.06'
L372	N79°34'21"W	105.40'	L427	N03°03'27"W	37.65'	L482	S70°54'21"W	62.69'	L526	S51°45'16"E	32.75'	L570	N74°09'30"E	24.76'
L373	S77°53'00"W	77.90'	L428	N74°32'07"E	89.89'	L483	N35°37'45"W	31.74'	L527	S25°51'45"E	4.90'	L571	S57°14'08"E	30.48'
L374	S66°34'59"W	88.35'	L429	S23°59'57"E	36.69'	L484	N03°58'40"W	55.41'	L528	S70°48'54"E	21.23'	L572	S50°36'28"E	38.77'
L375	S47°23'55"W	92.71'	L430	S83°00'13"E	58.13'	L485	N40°35'28"W	33.70'	L529	S43°41'25"E	49.51'	L573	S37°51'34"E	32.18'
L376	S81°26'41"W	82.03'	L431	N19°39'59"W	29.58'	L486	N01°05'08"W	32.26'	L530	S32°22'25"E	70.12'	L574	S66°23'26"E	17.96'
L377	N78°49'33"W	70.94'	L432	N28°20'41"W	38.40'	L487	N25°55'50"E	68.22'	L531	S76°09'38"E	30.61'	L575	N66°34'24"E	25.48'
L378	N72°52'03"W	155.29'	L433	N29°01'18"E	40.52'	L488	N37°19'15"E	52.05'	L532	S18°07'03"E	26.17'	L576	N42°46'03"E	29.28'
L379	N34°23'01"W	87.19'	L434	N60°58'42"W	13.94'	L489	N65°53'05"E	44.66'	L533	S19°11'06"W	115.19'	L577	N00°41'54"E	35.14'
L380	N15°15'25"W	172.21'	L435	S59°11'55"W	16.43'	L490	N52°30'20"E	35.19'	L534	S38°14'01"W	16.43'	L1	S66°12'38"W	27.01'
L381	N89°16'12"E	90.15'	L436	S66°12'38"W	27.01'							L2	N12°30'01"W	10.82'
L382	N11°14'24"E	50.49'	L437	S77°58'35"W	43.43'									
L383	N84°52'00"W	18.08'	L438	N78°55'24"W	42.64'									
L384	N31°04'32"W	123.30'	L439	N60°23'55"W	58.88'									
L385	N42°59'37"W	82.71'	L440	N58°02'11"W	44.03'									
L386	N00°53'51"E	34.07'	L441	N57°28'13"W	51.02'									
L387	N37°28'12"W	39.63'	L442	N11°28'12"W	50.49'									
L388	N43°43'15"W	37.36'	L443	N15°23'41"E	39.13'									
L389	N25°58'23"W	54.97'	L444	N34°34'17"E	39.63'									
L390	N20°37'54"W	21.52'	L445	N19°30'21"E	57.02'									
L391	N56°54'09"W	14.60'	L446	N04°14'54"E	68.31'									

SEE SHEET 2 FOR SKETCH
SEE SHEETS 4 & 5 FOR DESCRIPTIONS

This is NOT a Survey and Not valid without all sheets.

Mar 11, 2021 - 18:08:04 BCUNNINGHAM\J:\2156\active\215600178\survey\drawing\215600178v-ceABCD.dwg

SKETCH & DESCRIPTION OF MITIGATION MONITORING MAP
FOR WETLAND AREAS A, B, C & D, AT TIDEWATER
PRESERVE, IN SECTIONS 21 & 22, TOWNSHIP 34 S.
RANGE 18 E., MANATEE COUNTY, FLORIDA



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7866

TASK CODE: 933	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215600178v-ceABCD	PROJECT NO: 215600178	SHEET 3 OF 5	DRAWING INDEX NO: 215600175v-ceABCD	REV:
-------------------	------------------	-----------------	--------------------------------	--------------------------	-----------------	--	------

MITIGATION MONITORING AREA (as prepared by the certifying Surveyor & Mapper):

A tract of land lying in Sections 21 and 22, Township 34 South, Range 18 East, Manatee County, Florida and described as follows:

Commence at the point of tangency of a curve on the easterly right-of-way line of Interstate 75 (State Road #93, Section 13075-2404), 130.00 feet easterly of the east baseline station 741+75.67, of which the radius point lies N.70°45'54"E., a radial distance of 3,144.05 feet; thence southeasterly along the arc of said curve, through a central angle of 42°01'44", an arc length of 2,306.29 feet to a point on the south line of the Northwest 1/4 of the Southwest 1/4 of said Section 22; thence S.89°26'09"E., along said south line, a distance of 310.79 feet to the POINT OF BEGINNING; thence N.43°09'06"E., a distance of 5.20 feet; thence N.48°22'48"E., a distance of 40.48 feet; thence N.53°14'03"E., a distance of 73.55 feet; thence N.37°18'05"E., a distance of 56.57 feet; thence N.77°00'52"E., a distance of 30.90 feet; thence N.41°20'17"E., a distance of 46.17 feet; thence N.23°34'49"E., a distance of 86.96 feet; thence N.34°03'35"E., a distance of 48.08 feet; thence N.28°28'37"E., a distance of 64.94 feet; thence N.19°04'39"W., a distance of 62.29 feet; thence N.66°32'48"W., a distance of 29.19 feet; thence N.53°05'57"W., a distance of 49.94 feet; thence N.03°03'39"W., a distance of 41.04 feet; thence N.14°34'07"E., a distance of 57.59 feet; thence N.60°20'11"E., a distance of 94.83 feet; thence N.77°14'18"E., a distance of 39.52 feet; thence N.49°18'06"E., a distance of 19.57 feet; thence N.30°16'28"E., a distance of 59.06 feet; thence N.48°47'38"E., a distance of 96.72 feet; thence N.70°58'50"W., a distance of 49.73 feet; thence S.72°04'51"W., a distance of 31.30 feet; thence N.52°42'46"W., a distance of 87.21 feet; thence N.33°03'45"W., a distance of 62.60 feet; thence N.80°31'39"W., a distance of 66.15 feet; thence N.81°00'47"W., a distance of 78.96 feet; thence S.12°32'33"W., a distance of 46.65 feet; thence S.52°28'05"W., a distance of 25.98 feet; thence S.61°53'01"E., a distance of 42.12 feet; thence S.79°09'55"E., a distance of 57.72 feet; thence S.57°42'34"E., a distance of 63.97 feet; thence S.02°53'39"W., a distance of 32.03 feet; thence S.57°51'16"W., a distance of 52.58 feet; thence N.71°22'25"W., a distance of 33.80 feet; thence N.79°34'21"W., a distance of 105.40 feet; thence S.77°53'00"W., a distance of 77.90 feet; thence S.66°34'59"W., a distance of 88.35 feet; thence S.47°23'55"W., a distance of 92.71 feet; thence S.81°26'41"W., a distance of 82.03 feet; thence N.78°49'33"W., a distance of 70.94 feet; thence N.72°52'03"W., a distance of 155.29 feet; thence N.34°23'01"W., a distance of 87.19 feet; thence N.15°15'25"W., a distance of 172.21 feet; thence N.89°16'12"E., a distance of 90.15 feet; thence N.11°14'24"E., a distance of 50.49 feet; thence N.84°52'00"W., a distance of 18.08 feet; thence N.31°04'32"W., a distance of 123.30 feet; thence N.42°59'37"W., a distance of 82.71 feet; thence N.00°53'51"E., a distance of 34.07 feet; thence N.37°28'12"W., a distance of 39.63 feet; thence N.43°43'15"W., a distance of 37.36 feet; thence N.25°58'23"W., a distance of 54.97 feet; thence N.20°37'54"W., a distance of 21.52 feet; thence N.56°54'09"W., a distance of 14.60 feet; thence S.85°01'52"W., a distance of 56.13 feet; thence N.88°27'02"W., a distance of 34.58 feet; thence N.58°54'10"W., a distance of 32.69 feet; thence N.72°06'09"W., a distance of 27.69 feet; thence S.88°16'57"W., a distance of 8.02 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies S.27°46'35"W., a radial distance of 73.00 feet; thence westerly along the arc of said curve, through a central angle of 29°24'25", an arc length of 37.47 feet to the end of said curve; thence N.00°43'29"E., a distance of 123.41 feet; thence N.33°31'59"E., a distance of 41.73 feet; thence N.44°58'41"E., a distance of 58.68 feet; thence S.55°54'38"E., a distance of 30.59 feet; thence N.55°28'39"E., a distance of 26.72 feet; thence N.46°55'13"W., a distance of 50.93 feet; thence N.29°57'21"W., a distance of 98.01 feet; thence N.34°09'52"E., a distance of 33.36 feet; thence N.86°43'09"E., a distance of 44.89 feet; thence N.54°51'40"E., a distance of 41.48 feet; thence N.52°14'39"E., a distance of 62.32 feet; thence S.73°53'33"E., a distance of 66.89 feet; thence S.17°38'25"E., a distance of 41.21 feet; thence S.35°41'45"E., a distance of 13.15 feet; thence S.25°40'28"E., a distance of 42.91 feet; thence S.18°14'26"E., a distance of 38.85 feet; thence S.03°25'01"E., a distance of 59.85 feet; thence S.58°48'41"W., a distance of 90.43 feet; thence S.20°49'04"E., a distance of 35.17 feet; thence N.88°15'16"E., a distance of 20.05 feet; thence N.81°47'12"E., a distance of 37.34 feet; thence N.79°05'26"E., a distance of 76.27 feet; thence S.46°12'52"E., a distance of 36.17 feet; thence S.51°25'24"E., a distance of 90.50 feet; thence S.26°43'12"W., a distance of 67.08 feet; thence S.11°47'02"E., a distance of 39.71 feet; thence S.64°00'54"E., a distance of 9.72 feet; thence S.52°45'43"E., a distance of 47.90 feet; thence S.68°18'47"E., a distance of 9.22 feet; thence N.24°53'59"E., a distance of 21.56 feet; thence N.03°03'27"W., a distance of 37.65 feet; thence N.74°32'07"E., a distance of 89.89 feet; thence S.23°59'57"E., a distance of 36.69 feet; thence S.83°00'13"E., a distance of 58.13 feet; thence N.19°39'59"W., a distance of 29.58 feet; thence N.28°20'41"W., a distance of 38.40 feet; thence N.29°01'18"E., a distance of 40.52 feet; thence N.60°58'42"W., a distance of 13.94 feet; thence S.59°11'55"W., a distance of 16.43 feet; thence S.66°12'38"W., a distance of 27.01 feet; thence S.77°58'35"W., a distance of 43.43 feet; thence N.78°55'24"W., a distance of 42.64 feet; thence N.60°23'55"W., a distance of 58.88 feet; thence N.58°02'11"W., a distance of 44.03 feet; thence N.57°28'13"W., a distance of 51.02 feet; thence N.11°28'12"W., a distance of 50.49 feet; thence N.15°23'41"E., a distance of 39.13 feet; thence N.34°34'17"E., a distance of 39.63 feet; thence N.19°30'21"E., a distance of 57.02 feet; thence N.04°14'54"E., a distance of 68.31 feet; thence N.18°25'59"E., a distance of 45.83 feet; thence N.45°46'46"E., a distance of 34.21 feet; thence N.85°50'11"E., a distance of 42.05 feet; thence S.86°28'24"E., a distance of 53.34 feet; thence S.52°24'01"E., a distance of 44.77 feet; thence S.15°18'25"E., a distance of 80.46 feet; thence S.11°20'01"W., a distance of 47.19 feet; thence S.50°44'52"E., a distance of 19.74 feet; thence N.58°50'43"E., a distance of 29.16 feet; thence S.65°59'29"E., a distance of 35.74 feet; thence S.08°55'56"E., a distance of 56.39 feet; thence S.17°29'18"W., a distance of 80.90 feet; thence S.13°00'00"W., a distance of 39.80 feet; thence S.53°00'09"E., a distance of 10.95 feet; thence N.43°18'42"E., a distance of 60.29 feet; thence N.72°33'34"E., a distance of 89.86 feet; thence N.48°48'37"E., a distance of 56.23 feet; thence N.39°14'23"E., a distance of 71.76 feet; thence N.62°33'34"E., a distance of 126.32 feet; thence N.10°15'51"E., a distance of 76.66 feet; thence N.65°49'53"W., a distance of 36.86 feet; thence N.16°05'22"E., a distance of 124.46 feet; thence S.85°06'21"W., a distance of 17.50 feet; thence N.30°34'52"W., a distance of 56.44 feet; thence N.16°52'48"W., a distance of 33.47 feet; thence N.66°37'32"W., a distance of 14.39 feet; thence S.41°44'35"W., a distance of 38.57 feet; thence S.12°27'08"W., a distance of 76.99 feet; thence S.48°05'51"W., a distance of 60.03 feet; thence S.60°03'27"W., a distance of 20.75 feet; thence S.36°57'58"W., a distance of 31.10 feet; thence S.40°51'46"W., a distance of 34.43 feet; thence S.22°16'59"W., a distance of 25.55 feet; thence S.31°52'34"W., a distance of 30.60 feet; thence S.27°59'57"W., a distance of 22.89 feet; thence S.70°54'21"W., a distance of 62.69 feet;

CONTINUED ON SHEET 5

This is NOT a Survey and Not valid without all sheets.

Mar 11, 2021 - 18:08:04

BCUNNINGHAM\J:\2156\active\215600178\survey\drawing\215600178v-ceABCD.dwg

SKETCH & DESCRIPTION OF MITIGATION MONITORING MAP
FOR WETLAND AREAS A, B, C & D, AT TIDEWATER
PRESERVE, IN SECTIONS 21 & 22, TOWNSHIP 34 S.
RANGE 18 E., MANATEE COUNTY, FLORIDA



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7966

TASK CODE: 933	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215600178v-ceABCD	PROJECT NO: 215600178	SHEET 4 OF 5	DRAWING INDEX NO 215600175v-ceABCD	REV:
-------------------	------------------	-----------------	--------------------------------	--------------------------	-----------------	---------------------------------------	------

CONTINUED FROM SHEET 4

thence N.35°37'45"W., a distance of 31.74 feet; thence N.03°58'40"W., a distance of 55.41 feet; thence N.40°35'28"W., a distance of 33.70 feet; thence N.01°05'08"W., a distance of 32.26 feet; thence N.25°55'50"E., a distance of 68.22 feet; thence N.37°19'15"E., a distance of 52.05 feet; thence N.65°53'05"E., a distance of 44.66 feet; thence N.52°30'20"E., a distance of 35.19 feet; thence N.89°31'56"E., a distance of 28.25 feet; thence N.10°29'30"E., a distance of 23.06 feet; thence N.28°42'17"E., a distance of 29.94 feet; thence N.87°14'30"W., a distance of 85.96 feet; thence N.68°40'17"W., a distance of 60.46 feet; thence N.16°23'28"W., a distance of 48.38 feet; thence N.29°33'46"W., a distance of 50.10 feet; thence N.18°02'29"E., a distance of 86.84 feet; thence N.38°05'41"E., a distance of 42.23 feet; thence N.35°31'56"W., a distance of 123.61 feet; thence N.05°57'12"W., a distance of 39.55 feet; thence N.13°30'01"W., a distance of 10.82 feet; thence S.81°33'13"W., a distance of 83.00 feet; thence N.50°39'06"W., a distance of 105.56 feet; thence N.39°20'54"E., a distance of 131.25 feet; thence S.86°34'05"E., a distance of 47.30 feet; thence N.04°24'30"E., a distance of 67.23 feet; thence N.43°33'07"E., a distance of 101.42 feet; thence N.77°00'01"E., a distance of 51.82 feet; thence S.27°09'08"E., a distance of 33.49 feet; thence S.60°55'59"E., a distance of 29.47 feet; thence S.67°40'16"E., a distance of 80.49 feet; thence S.78°34'04"E., a distance of 6.27 feet; thence S.52°41'47"E., a distance of 91.94 feet; thence S.29°47'11"E., a distance of 4.18 feet; thence S.51°17'54"E., a distance of 34.78 feet; thence S.42°18'16"E., a distance of 76.78 feet; thence S.07°31'09"W., a distance of 55.74 feet; thence S.61°34'17"E., a distance of 38.73 feet; thence S.76°46'06"E., a distance of 40.83 feet; thence N.73°26'54"E., a distance of 52.77 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies N.31°29'39"E., a radial distance of 1,000.00 feet; thence southeasterly along the arc of said curve, through a central angle of 08°47'46", an arc length of 153.52 feet to the end of said curve; thence S.34°38'47"E., a distance of 42.65 feet; thence S.09°31'22"E., a distance of 72.53 feet; thence S.33°29'20"E., a distance of 68.16 feet; thence S.21°35'49"E., a distance of 29.86 feet; thence S.51°45'16"E., a distance of 32.75 feet; thence S.25°51'45"E., a distance of 4.90 feet; thence S.70°48'54"E., a distance of 21.23 feet; thence S.43°41'25"E., a distance of 49.51 feet; thence S.32°22'25"E., a distance of 70.12 feet; thence S.76°09'38"E., a distance of 30.61 feet; thence S.18°07'03"E., a distance of 26.17 feet; thence S.19°11'06"W., a distance of 115.19 feet; thence S.38°14'01"W., a distance of 16.43 feet; thence S.50°32'03"W., a distance of 37.88 feet; thence N.83°50'03"W., a distance of 44.74 feet; thence N.57°25'49"W., a distance of 21.91 feet; thence S.87°54'47"W., a distance of 34.12 feet; thence S.53°15'23"W., a distance of 12.37 feet; thence S.17°30'48"E., a distance of 24.48 feet; thence S.42°24'31"W., a distance of 56.43 feet; thence S.56°46'36"W., a distance of 35.56 feet; thence S.86°23'54"W., a distance of 47.76 feet; thence N.58°40'40"W., a distance of 25.21 feet; thence S.52°17'51"W., a distance of 113.42 feet; thence S.01°02'44"E., a distance of 29.73 feet; thence S.82°49'27"E., a distance of 25.90 feet; thence S.49°49'08"E., a distance of 25.73 feet; thence N.76°48'31"E., a distance of 11.64 feet; thence N.80°56'12"E., a distance of 28.26 feet; thence N.59°53'02"E., a distance of 53.49 feet; thence S.50°12'05"E., a distance of 44.26 feet; thence S.68°52'22"E., a distance of 29.52 feet; thence N.88°53'52"E., a distance of 22.70 feet; thence N.66°40'06"E., a distance of 23.08 feet; thence S.77°42'22"E., a distance of 50.91 feet; thence S.12°06'57"E., a distance of 23.02 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies S.81°30'34"E., a radial distance of 710.00 feet; thence southerly along the arc of said curve, through a central angle of 07°34'51", an arc length of 93.94 feet to a point of reverse curvature of a curve to the right having a radius of 2.00 feet and a central angle of 87°44'46"; thence southwesterly along the arc of said curve, a distance of 3.06 feet to a point of reverse curvature of a curve to the left having a radius of 73.00 feet and a central angle of 190°12'44"; thence southerly along the arc of said curve, a distance of 242.35 feet to the end of said curve; thence S.20°28'09"E., a distance of 59.30 feet; thence S.11°38'27"E., a distance of 27.41 feet; thence S.05°58'48"W., a distance of 42.98 feet; thence S.17°43'01"W., a distance of 33.61 feet; thence S.63°18'17"W., a distance of 15.88 feet; thence S.46°34'54"W., a distance of 51.92 feet; thence N.68°53'53"W., a distance of 16.86 feet; thence S.51°39'22"W., a distance of 28.99 feet; thence S.80°48'33"W., a distance of 26.19 feet; thence S.61°10'01"E., a distance of 32.25 feet; thence N.52°42'36"E., a distance of 27.98 feet; thence N.89°30'19"E., a distance of 49.06 feet; thence N.74°09'30"E., a distance of 24.76 feet to a point of curvature of a curve to the right having a radius of 30.00 feet and a central angle of 48°36'22"; thence easterly along the arc of said curve a distance of 25.45 feet to the point of tangency of said curve; thence S.57°14'08"E., a distance of 30.48 feet; thence S.50°36'28"E., a distance of 38.77 feet; thence S.37°51'34"E., a distance of 32.18 feet; thence S.66°23'26"E., a distance of 17.96 feet; thence N.66°34'24"E., a distance of 25.48 feet; thence N.42°46'03"E., a distance of 29.28 feet; thence N.00°41'54"E., a distance of 35.14 feet; thence S.89°25'18"E., a distance of 8.87 feet to a point on the east line of the Northwest 1/4 of the Southwest 1/4 of the above mentioned Section 22; thence S.00°34'42"W., along the east line of said Northwest 1/4 of the Southwest 1/4, a distance of 1,113.42 feet to the southeast corner of said Northwest 1/4 of the Southwest 1/4; thence N.89°26'09"W., along the south line of said Northwest 1/4 of the Southwest 1/4, a distance of 673.94 feet to the POINT OF BEGINNING.

Containing 1,940,049 square feet or 44.5371 acres, more or less.

NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY RIGHT-OF-WAY LINE OF I-75, BEING N.19°14'06"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Robert R. Cunningham, P.S.M.
Florida Registration No. 3924

Digitally signed by
Robert R
Cunningham
Date: 2021.03.12
10:07:50 -05'00'

03/13/2021

Date of Signature

This is NOT a Survey and Not valid without all sheets.

Mar 11, 2021 - 18:08:04

BCUNNINGHAM\jv:\2156\active\215600178\survey\drawing\215600178v-ceABCD.dwg

**SKETCH & DESCRIPTION OF MITIGATION MONITORING MAP
FOR WETLAND AREAS A, B, C & D, AT TIDEWATER
PRESERVE, IN SECTIONS 21 & 22, TOWNSHIP 34 S.
RANGE 18 E., MANATEE COUNTY, FLORIDA**



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7865

TASK CODE: 933	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215600178v-ceABCD	PROJECT NO: 215600178	SHEET 5 OF 5	DRAWING INDEX NO: 215600175v-ceABCD	REV:
-------------------	------------------	-----------------	--------------------------------	--------------------------	-----------------	--	------

CONSENT AGENDA

June 22, 2021

General Counsel's Report: Approval of Release of Conservation Easement and Quit Claim Deed - Environmental Resource Permit No. 43025469.016 - SIPOC Pond Modifications - Sarasota County

The District issued Individual Construction Environmental Resource Permit No. 43025469.016 for the Sarasota Interstate Park of Commerce (SIPOC), on December 21, 2011. This permit was for a 102.50-acre commercial project and authorized the reconfiguration of North Lake, stormwater management system modifications to Pond C-1 and C-2; and a new mitigation plan that replaced the mitigation requirements for Environmental Resource Permit No. 43025469.008 entitled Sarasota Interstate Park of Commerce-Phase II, issued on October 28, 2008, and for ERP No. 49025469.010, entitled Sarasota Interstate Park of Commerce - Commercial Addition, issued July 14, 2010.

A wetland and upland conservation easement (CE) encumbering 6.66 acres of property owned by Sarasota County was proposed as part of the wetland mitigation plan.

Sarasota County and Mote Marine Aquarium (Mote) have requested a release of the CE to better accommodate development plans associated with the construction of a Science and Education Aquarium on property now owned by the County but to be owned or leased by Mote and, in exchange for the release of the CE, Mote has agreed to provide the District within twelve months of the release of the CE, either a land exchange or new conservation easement of equivalent environmental value, or participation in a District land purchase. The proposed Agreement for Release of Conservation Easement and the Release of Conservation Easement and Quitclaim Deed are attached as Exhibits to this item.

The functional value and mitigation lift provided by the CE is proposed to be replaced with mitigation bank credits under application ID 813998 that is currently under review.

Staff Recommendation:

Approve the requested Release of Conservation Easement and Agreement for Release of Conservation Easement.

Presenter:

Karen E. West, General Counsel

**AGREEMENT FOR RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM
DEED**

THIS AGREEMENT FOR RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM DEED (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "District", a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, SARASOTA COUNTY, a political subdivision of the State of Florida, having an address care of County Administrator, 1660 Ringling Boulevard, Second Floor, Sarasota, FL 34236, hereinafter referred to as the "County", and Mote Marine Laboratory, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Mote", having an address of 1600 Ken Thompson Parkway, Sarasota, FL 34236.

W I T N E S S E T H:

WHEREAS, the District issued Permit No. 43025469.016 (Permit) to the County and Sarasota Assoc. A-I, B-II, C-III, D-IV, E-V, LLC., for the Sarasota Interstate Park of Commerce (SIPOC), pond modification project (Project); and

WHEREAS, the Permit authorized mitigation for the Project including exotic/nuisance plant species removal, hydrologic enhancements, wetland creation, enhancement plantings and monitoring, maintenance, and conveyance of a Conservation Easement; and

WHEREAS, Mote is constructing, pursuant to contractual agreements with the County, a Science and Education Aquarium (SEA) on property now owned by the County but to be owned or leased by Mote, and this construction will necessitate changes to the property subject to the Permit, which is and will be owned by the County; and

WHEREAS, the mitigation to be provided by Mote for SEA will fully offset all of the Permit impacts authorized to date without the inclusion of the Conservation Easement, a copy of which is attached and incorporated herein as Exhibit "1"; and

WHEREAS, Mote and the County have requested the District to release the Conservation Easement; and

WHEREAS, the Conservation Easement may be released to the County as the underlying fee owner; and

WHEREAS, the District is amenable to releasing the Conservation Easement.

NOW THEREFORE, the District, the County and Mote, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. The District will approve and execute the Release of Conservation Easement and Quitclaim Deed attached and incorporated herein as Exhibit 2 at the District's June 22, 2021 Governing Board Meeting.

2. Mote will provide to the District, within twelve (12) months of Mote recording the Release of Conservation Easement and Quitclaim Deed, a new conservation easement or a land exchange that is environmentally equivalent to the Conservation Easement, or participation in a District land purchase for acreage that would provide an environmental equivalent to the Conservation Easement, in exchange for the Release of Conservation Easement and Quitclaim Deed.

3. If Mote fails to provide or tender the District with a new conservation easement or a land exchange that is environmentally equivalent to the Conservation Easement, or participation in a District land purchase for acreage that would provide an environmental equivalent to the Conservation Easement, within twelve (12) months of Mote or the County recording the Release of Conservation Easement and Quitclaim Deed, then the District's sole remedy is as follows:

(a) Mote will pay the value of the Conservation Easement, determined as of June 22, 2021.

(b) If Mote and the District disagree as to the value of the Conservation Easement or the property subject to it, or if Mote and the District disagree as to the value of a new conservation easement or a land exchange that is environmentally equivalent to the Conservation Easement, the issue of valuation will be initially resolved by an appraisal performed by the following appraiser (Initial Appraiser):

Robert Fletcher, MAI / CCIM / AICP
Bass Fletcher & Associates, Inc.
1953 Eighth Street
Sarasota, FL 34236

The cost of the appraisal by the Initial Appraiser will be shared equally by the District and Mote. If either Mote or the District disagrees with the appraisal by the Initial Appraiser, it may have at its expense, another appraisal performed by an equally qualified appraiser (Second Appraiser). If the valuation in the appraisal performed by the Second Appraiser does not differ by more than 10% from the valuation in the appraisal performed by the Initial Appraiser, the final valuation will be the average of the two valuations. If the valuation in the appraisal performed by the Second Appraiser differs by more than 10% from the valuation in the appraisal performed by the Initial Appraiser, and the District and Mote cannot resolve the differences, the Initial Appraiser and the Second Appraiser will recommend a similarly qualified appraiser to perform a third appraisal (Third Appraiser). The cost of the appraisal by the Third Appraiser will be shared equally by the District and Mote. The final valuation will be the average of the valuations of the three appraisals.

4. The District will not unreasonably withhold its approval of a new conservation easement or a land exchange that is environmentally equivalent to the Conservation Easement, or participation in a District land purchase for acreage that would provide an environmental equivalent to the Conservation Easement, in exchange for the Release of Conservation Easement and Quitclaim Deed.

5. The property provided by the new conservation easement or land exchange must be environmentally equivalent to the Conservation Easement, or the property provided by participation in a District land purchase must be for acreage that would provide an environmental equivalent to the Conservation Easement. However, the property provided by the new conservation easement, land exchange or participation in a District land purchase is not required to be in the Sarasota Basin.

6. The property provided by the new conservation easement, land exchange or participation in District land purchase, provided in exchange for the Release of Conservation Easement and Quitclaim Deed, may be located anywhere in the Southwest Florida Water Management District area.

7. The time limits set forth in this Agreement may be extended upon written consent of both parties.

8. The following documents are attached and made a part of this Agreement:

EXHIBIT 1: Conservation Easement

EXHIBIT 2: Release of Conservation Easement and Quitclaim Deed

[Signatures on Following Page]

IN WITNESS WHEREOF, each Party, or its lawful representative, has executed this Agreement on the date set forth next to its signature below.

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
Kelly S. Rice, Chair

Attest: _____
Rebecca Smith, Secretary

Date: _____

(seal)

MOTE MARINE LABORATORY, INC.

By: _____
Michael P. Crosby, PhD, Pres. and
CEO

Date: _____

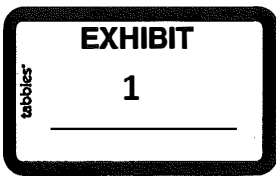
SARASOTA COUNTY, a political subdivision
of the State of Florida

By: _____
County Administrator

Approved as to form and correctness.

County Attorney

Date: _____



GRANT OF CONSERVATION EASEMENT



This Grant of Conservation Easement is given this 8th day of Dec by Sarasota County, a political subdivision of the State of Florida ("Grantor") whose mailing address is 1660 Ringling Blvd., Sarasota, FL 34236, to Southwest Florida Water Management District, a public corporation having a mailing address at 2379 Broad Street (U.S. Highway 41 South), Brooksville, Florida 34604-6899, ("Grantee"). As used herein, the term "Grantor" shall include any and successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Sarasota County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 43025469.016 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes ("F.S."), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

Instrument Prepared By & Returned To:
LIN KURANT
Real Estate Services Manager, Sarasota County

5223
85829300 500489

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and the Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement.

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area.

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause property damage is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the term period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archeological, or cultural significance;

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to

engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28 F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency ("if applicable"), any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement Area.

12. Written Notice. All notices, consents, approvals or other communication hereunder shall be in writing and shall be deemed properly given if sent by United States

certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Sarasota County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Sarasota County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple and that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; and that Grantor has good right and lawful authority to convey this Conservation Easement.

IN WITNESS WHEREOF, Sarasota County, a political subdivision of the State of Florida ("Grantor") has hereunto set its authorized hand this 8th day of Dec., 2015.

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: Carlton J. Mason
Chairman

Date: 12-8-15

ATTEST:

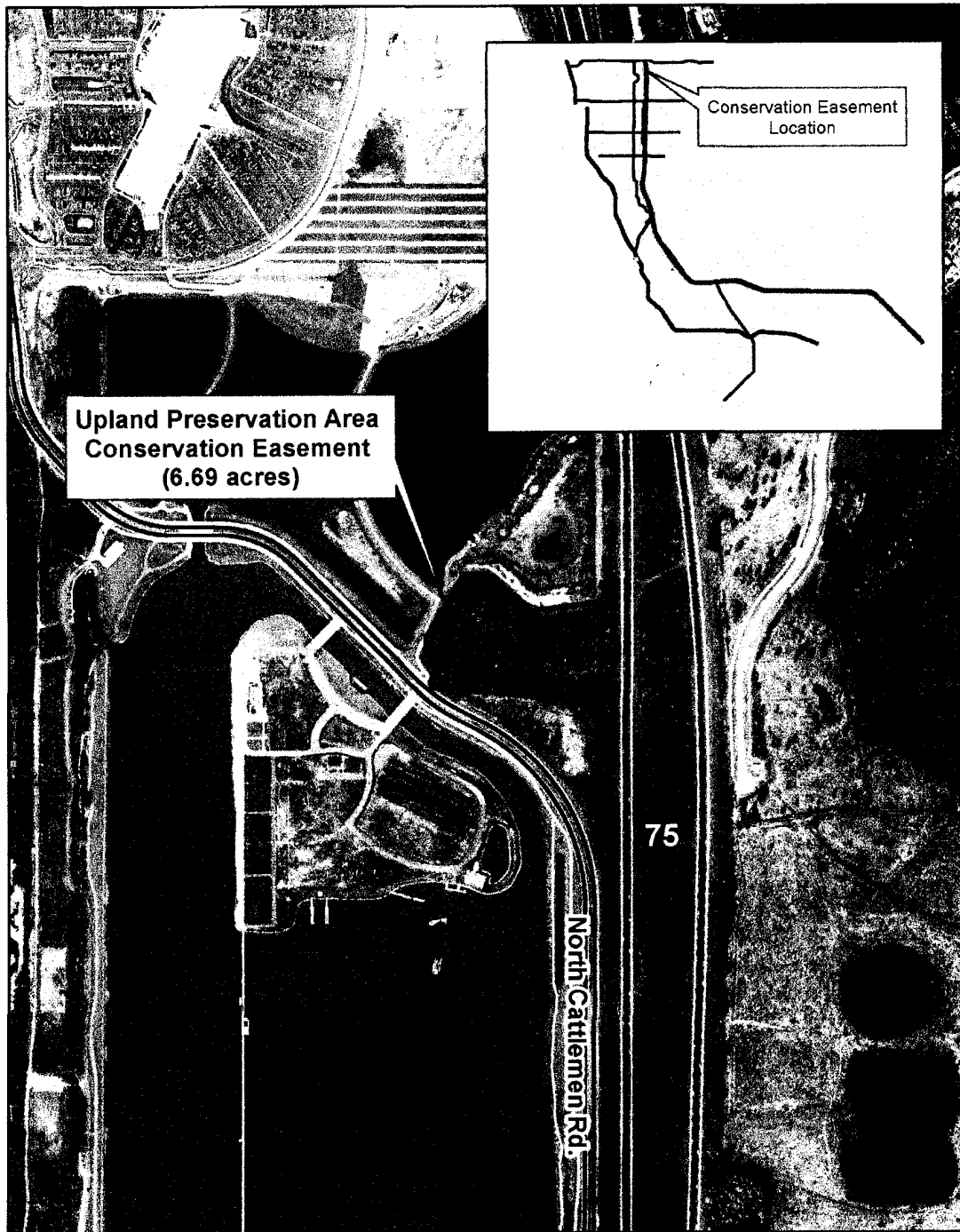
KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners

By: Charlie Holroy
Deputy Clerk

APPROVED AS TO FORM AND CORRECTNESS

[Signature]
COUNTY ATTORNEY TRW

Exhibit "A"



— Preserve Area
 — Wetlands (area not included in conservation easement)
 2015 Aerial

0 300 600 1,200 Feet

**Exhibit A Location Map
Upland Preservation Area
Conservation Easement**

Exhibit "B"

(4 pages)

SHEET 1 OF 4

That part of the Southeast Quarter (1/4) of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida; thence run N.00°36'16"E. along the East line of the Southeast Quarter (1/4) of said Section 1, also being the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map, for a distance of 662.25 feet to the POINT OF BEGINNING; thence run N.70°33'34"W. for a distance of 74.02 feet; thence run N.79°52'24"W. for a distance of 181.20 feet; thence run N.84°21'06"W. for a distance of 356.82 feet; thence run N.86°20'40"W. for a distance of 180.69 feet; thence run N.45°07'57"W. for a distance of 33.64 feet to a point on a circular curve to the left, having a radius of 90.00 feet, a central angle of 93°56'20", a chord bearing of N.04°59'16"W., a chord distance of 131.58 feet, thence run Northwesterly along the arc of said curve for a distance of 147.56 feet to a point on said curve; thence run N.04°38'13"W. for a distance of 78.55 feet; thence run N.31°45'25"E. for a distance of 349.11 feet; thence run N.89°15'50"E. for a distance of 106.62 feet; thence run S.49°51'33"E. for a distance of 272.14 feet; thence run N.82°45'13"E. for a distance of 334.00 feet to the intersection with the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map; thence run South 00°05'24"West along said West Limited Access Right-of-Way line for a distance of 86.64 feet; thence run S.00°36'16"W. along the East line of the Southeast Quarter (1/4) of said Section 1, also being said West Limited Access Right-of-Way line for a distance of 414.52 feet to the Point of Beginning.

LESS WETLAND AA

Commence at the Southeast corner of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida; thence run N.00°36'16"E. along the East line of the Southeast Quarter (1/4) of said Section 1, also being the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map, for a distance of 1076.77 feet; thence run N.00°05'24"E. along said West Limited Access Right-of-Way line of Interstate 75 for a distance of 53.20 feet; thence run N.89°54'36"W. for a distance of 516.71 feet to the POINT OF BEGINNING; thence run S.53°07'46"E. for a distance of 33.70 feet; thence run S.59°28'59"E. for a distance of 41.47 feet; thence run S.11°08'04"E. for a distance of 56.11 feet; thence run S.50°23'31"W. for a distance of 19.21 feet; thence run N.83°57'13"W. for a distance of 46.74 feet; thence run S.76°25'41"W. for a distance of 39.94 feet; thence run S.60°15'07"W. for a distance of 50.19 feet; thence run N.81°10'19"W. for a distance of 56.06 feet; thence run N.11°43'14"E. for a distance of 30.75

CONSERVATION EASEMENT

NORTH CATTLEMEN ROAD

PARCEL 100.15	DRAWN	T.OWEN	DATE	1-8-15	SCALE N.T.S.
PARCEL = 6.69 Acres ±	CHECKED	J.M.	DATE	1-9-15	JOB NO.

feet; thence run N.12°03'20"W. for a distance of 48.71 feet; thence run N.11°54'11"E. for a distance of 52.96 feet; thence run N.09°49'46"W. for a distance of 35.10 feet; thence run N.10°22'12"E. for a distance of 36.59 feet; thence run S.87°26'58"E. for a distance of 24.71 feet; thence run S.87°11'09"E. for a distance of 37.14 feet; thence run S.79°55'51"E. for a distance of 32.59 feet; thence run S.32°02'40"E. for a distance of 31.63 feet; thence run S.11°40'09"E. for a distance of 36.13 feet to the Point of Beginning.

LESS WETLAND BB

Commence at the Southeast corner of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida; thence run N.00°36'16"E. along the East line of the Southeast Quarter (1/4) of said Section 1, also being the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map, for a distance of 815.33 feet to the POINT OF BEGINNING; thence run S.29°57'30"W. for a distance of 44.14 feet; thence run S.65°55'24"W. for a distance of 25.72 feet; thence run N.01°00'11"W. for a distance of 16.30 feet; thence run N.18°42'01"E. for a distance of 21.28 feet; thence run N.88°10'04"W. 35.06 feet; thence run S.27°26'26"W. 27.65 feet; thence run S.63°49'13"W. for a distance of 23.70 feet; thence run N.69°47'59"W. for a distance of 50.32 feet; thence run N.50°10'16"W. for a distance of 42.50 feet; thence run N.39°08'11"E. for a distance of 55.66 feet; thence run N.52°15'54"E. for a distance of 46.93 feet; thence run N.55°55'11"W. for a distance of 47.66 feet; thence run N.09°16'57"E. for a distance of 31.62 feet; thence run N.11°50'02"W. for a distance of 44.91 feet; thence run N.21°04'57"E. for a distance of 55.54 feet; thence run N.16°49'45"E. for a distance of 26.29 feet; thence run N.42°52'03"E. for a distance of 31.54 feet; thence run N.57°04'13"E. for a distance of 38.95 feet; thence run N.85°16'31"E. for a distance of 31.35 feet; thence run S.51°05'30"E. for a distance of 62.93 feet to the West Limited Access Right-of-Way line of said Interstate 75, State Road 93 (Section 17075-2410); thence run S.00°36'16"W. along said West Limited Access Right-of-Way line for a distance of 256.55 feet to the Point of Beginning.

Parcel contains 291,524.1 square feet or 6.69 acres, more or less.

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 18 EAST, BEARING BEING N.00°36'16"E.
2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHTS-OF-WAY AND OR EASEMENTS MAY NOT BE SHOWN.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

I:\PWB\SURVEY\BENDERS\CONSERVATION EASEMENT 2015.DWG

Terry S. Owen
 TERRY S. OWEN, COUNTY SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 STATE OF FLORIDA
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34240

2-3-15
 DATE

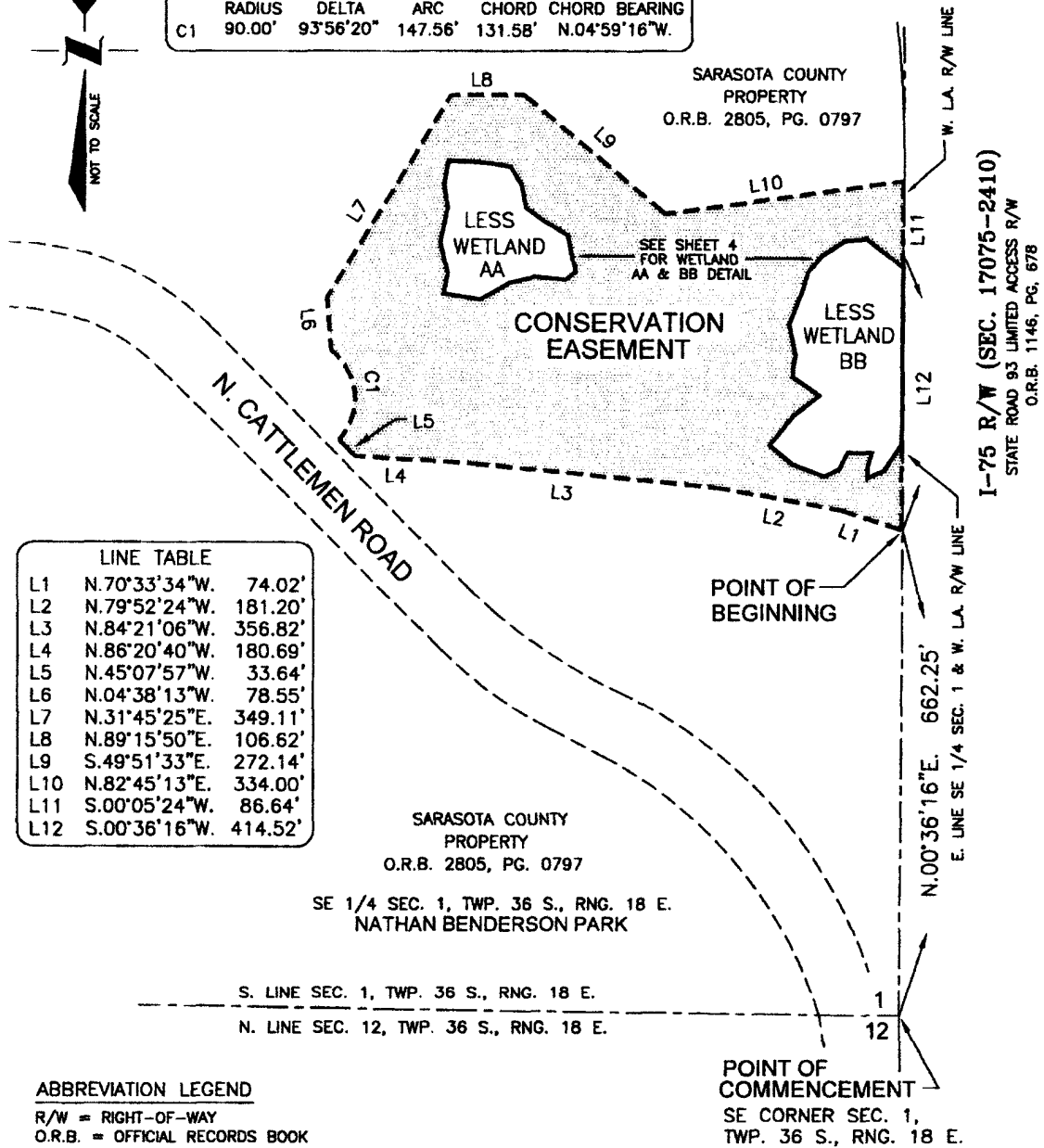
CONSERVATION EASEMENT
 NORTH CATTLEMEN ROAD

REVISIONS:
 REMOVED WETLANDS FROM EASE. T.S.O. 2-3-15

PARCEL 100.15					
DRAWN	T.OWEN	DATE	1-8-15	SCALE	N.T.S.
CHECKED	J.M.	DATE	1-9-15	JOB NO.	
PARCEL = 6.69 Acres ±					



CURVE TABLE				
RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	90.00'	93°56'20"	147.56'	131.58' N.04°59'16"W.



LINE TABLE		
L1	N.70°33'34"W.	74.02'
L2	N.79°52'24"W.	181.20'
L3	N.84°21'06"W.	356.82'
L4	N.86°20'40"W.	180.69'
L5	N.45°07'57"W.	33.64'
L6	N.04°38'13"W.	78.55'
L7	N.31°45'25"E.	349.11'
L8	N.89°15'50"E.	106.62'
L9	S.49°51'33"E.	272.14'
L10	N.82°45'13"E.	334.00'
L11	S.00°05'24"W.	86.64'
L12	S.00°36'16"W.	414.52'

ABBREVIATION LEGEND

R/W = RIGHT-OF-WAY
 O.R.B. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK
 PG. = PAGE
 SEC. = SECTION
 TWP. = TOWNSHIP
 RNG. = RANGE
 N.T.S. = NOT TO SCALE
 NO. = NUMBER
 P.I.D. = PROPERTY IDENTIFICATION

CONSERVATION EASEMENT NORTH CATTLEMEN ROAD

PARCEL 100.15	DRAWN	T.OWEN	DATE	1-8-15	SCALE N.T.S.
PARCEL = 6.69 Acres ±	CHECKED	J.M.	DATE	1-9-15	JOB NO.

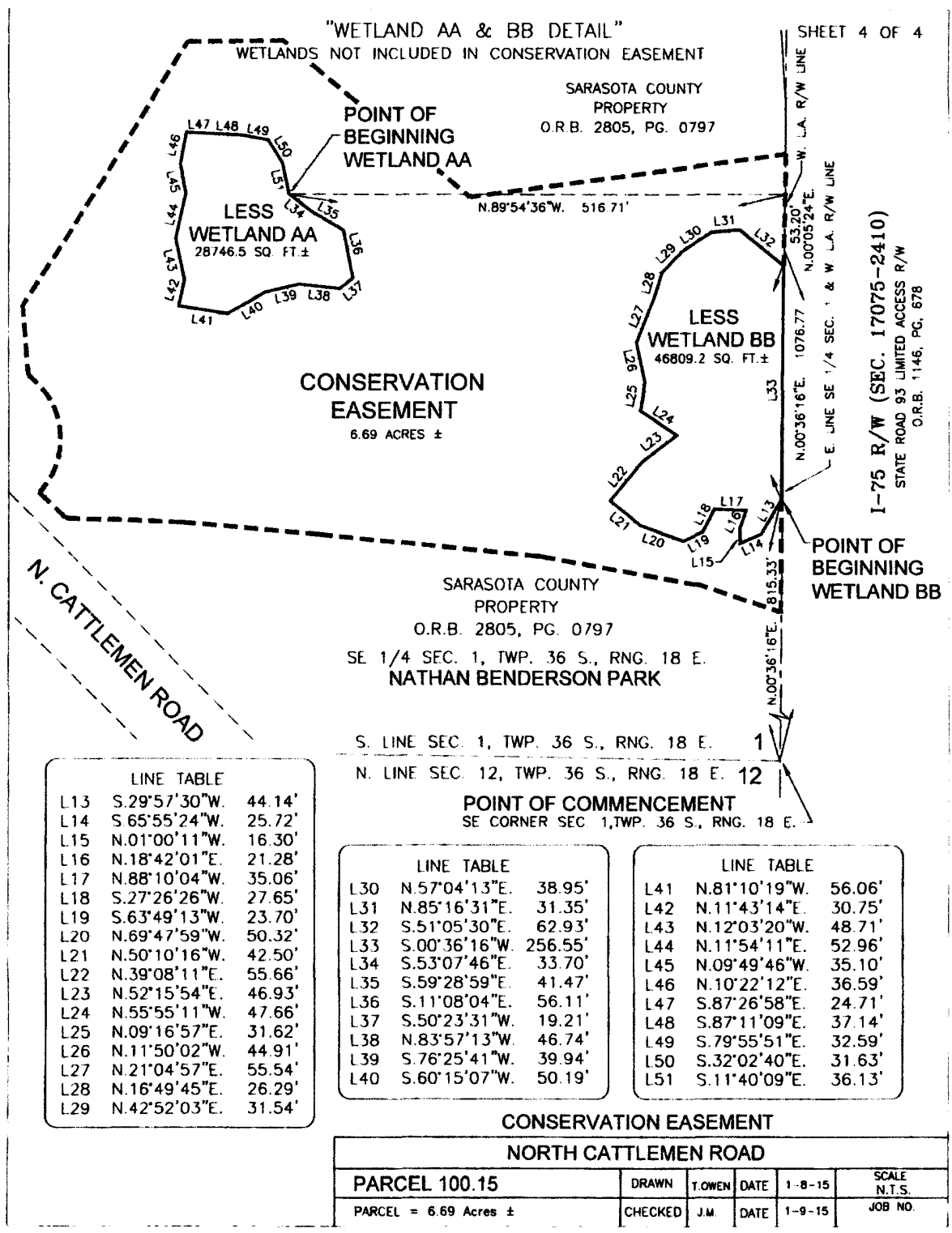


Exhibit “C”

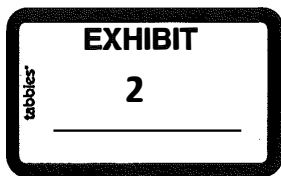
Management Plan for the Upland Preservation Area ERP permit 43025469.016

**Prepared by
Sarasota County
Capital Projects**

**Prepared for
Southwest Florida Water Management District**

January 2015

Sarasota County Parks and Recreation staff will be responsible for maintaining the functions and values of this system in perpetuity. No additional impacts such as filling, excavating, or alteration to this system as appropriate will take place. Staff will inspect the area annually and note any exotic plant species within the area. Maintenance will be performed following the Sarasota County Land Development Regulations Environmental Technical Manual Section F. The upland area will be maintained in perpetuity so that exotic and undesirable plant species coverage is maintained at levels according to the Sarasota County LDR Environmental Technical Manual Section F, Tables 1, 2, and 3. These actions will help ensure that no exotic plants will recruit into the upland area.



Prepared by:
Recorded mail returned to:

RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM DEED

This RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM DEED is made this ____ day of _____, 2021 by the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "District", having an address of 2379 Broad Street (U.S. Highway 41 South), Brooksville, Florida 34604.

WHEREAS, SARASOTA COUNTY, a political subdivision of the State of Florida, the "County", granted the District a Conservation Easement dated December 8, 2015 and duly recorded on December 16, 2015 in the Official Records of Sarasota County, Florida as Instrument #2015154689, hereinafter referred to as the "Conservation Easement"; and

WHEREAS, said Conservation Easement relates to the property described in Exhibit "A" attached hereto; and

WHEREAS, the County is the owner of the property described in Exhibit "A"; and

WHEREAS, Mote Marine Laboratory, Inc. a Florida not-for-profit corporation, hereinafter "Mote", has entered into an agreement with the County for Mote to acquire title to or a long-term lease for land that will be benefited by this Release, described in Exhibit "A"; and

WHEREAS, The District agrees to release the property described in Exhibit "A" from said Conservation Easement and Mote has agreed to grant the District, and the District has agreed to accept, a replacement conservation easement, a land exchange or participation in District land purchase in exchange for and as consideration for this release of the Conservation Easement.

NOW, THEREFORE, the above recitations being hereby incorporated by reference, the District hereby voluntarily releases, discharges, and vacates the Conservation Easement on the property described in the attached Exhibit "A", and remises, releases and quitclaims all the right, title, interest claim, and demand conveyed

to the District by the Conservation Easement, the lands described in the attached Exhibit "A" are hereby forever discharged from the terms and conditions of the said Conservation Easement.

IN WITNESS WHEREOF, the Southwest Florida Water Management District has caused this Release of Conservation Easement to be executed in its name and its official seal affixed hereto by its Governing Board on this ____ day of _____, 2021.

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, a public
corporation of the State of Florida**

By: _____

Kelly S. Rice, Chair

ATTEST:

Rebecca Smith, Secretary

Approved As To Legal Form &
Content

SWFWMD Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this ____ day of _____, 2021, by _____ as chair and _____ as Secretary of the Governing Board of the Southwest Florida Water Management District, a public corporation of the State of Florida, on behalf of the Southwest Florida Water Management District. Who are personally known to me or have produced _____ as identification.

Notary Public Signature

Printed/Type Name of Notary

Commission No. _____

Commission Expires _____

EXHIBIT**A****Exhibit "B"****(4 pages)**

SHEET 1 OF 4

That part of the Southeast Quarter (1/4) of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida; thence run N.00°36'16"E. along the East line of the Southeast Quarter (1/4) of said Section 1, also being the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map, for a distance of 662.25 feet to the POINT OF BEGINNING; thence run N.70°33'34"W. for a distance of 74.02 feet; thence run N.79°52'24"W. for a distance of 181.20 feet; thence run N.84°21'06"W. for a distance of 356.82 feet; thence run N.86°20'40"W. for a distance of 180.69 feet; thence run N.45°07'57"W. for a distance of 33.64 feet to a point on a circular curve to the left, having a radius of 90.00 feet, a central angle of 93°56'20", a chord bearing of N.04°59'16"W., a chord distance of 131.58 feet, thence run Northwesterly along the arc of said curve for a distance of 147.56 feet to a point on said curve; thence run N.04°38'13"W. for a distance of 78.55 feet; thence run N.31°45'25"E. for a distance of 349.11 feet; thence run N.89°15'50"E. for a distance of 106.62 feet; thence run S.49°51'33"E. for a distance of 272.14 feet; thence run N.82°45'13"E. for a distance of 334.00 feet to the intersection with the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map; thence run South 00°05'24"West along said West Limited Access Right-of-Way line for a distance of 86.64 feet; thence run S.00°36'16"W. along the East line of the Southeast Quarter (1/4) of said Section 1, also being said West Limited Access Right-of-Way line for a distance of 414.52 feet to the Point of Beginning.

LESS WETLAND AA

Commence at the Southeast corner of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida; thence run N.00°36'16"E. along the East line of the Southeast Quarter (1/4) of said Section 1, also being the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map, for a distance of 1076.77 feet; thence run N.00°05'24"E. along said West Limited Access Right-of-Way line of Interstate 75 for a distance of 53.20 feet; thence run N.89°54'36"W. for a distance of 516.71 feet to the POINT OF BEGINNING; thence run S.53°07'46"E. for a distance of 33.70 feet; thence run S.59°28'59"E. for a distance of 41.47 feet; thence run S.11°08'04"E. for a distance of 56.11 feet; thence run S.50°23'31"W. for a distance of 19.21 feet; thence run N.83°57'13"W. for a distance of 46.74 feet; thence run S.76°25'41"W. for a distance of 39.94 feet; thence run S.60°15'07"W. for a distance of 50.19 feet; thence run N.81°10'19"W. for a distance of 56.06 feet; thence run N.11°43'14"E. for a distance of 30.75

CONSERVATION EASEMENT**NORTH CATTLEMEN ROAD**

PARCEL 100.15	DRAWN	T.OWEN	DATE	1-8-15	SCALE
					N.T.S.
PARCEL = 6.69 Acres ±	CHECKED	J.M.	DATE	1-9-15	JOB NO.

feet; thence run N.12°03'20"W. for a distance of 48.71 feet; thence run N.11°54'11"E. for a distance of 52.96 feet; thence run N.09°49'46"W. for a distance of 35.10 feet; thence run N.10°22'12"E. for a distance of 36.59 feet; thence run S.87°26'58"E. for a distance of 24.71 feet; thence run S.87°11'09"E. for a distance of 37.14 feet; thence run S.79°55'51"E. for a distance of 32.59 feet; thence run S.32°02'40"E. for a distance of 31.63 feet; thence run S.11°40'09"E. for a distance of 36.13 feet to the Point of Beginning.

LESS WETLAND BB

Commence at the Southeast corner of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida; thence run N.00°36'16"E. along the East line of the Southeast Quarter (1/4) of said Section 1, also being the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map, for a distance of 815.33 feet to the POINT OF BEGINNING; thence run S.29°57'30"W. for a distance of 44.14 feet; thence run S.65°55'24"W. for a distance of 25.72 feet; thence run N.01°00'11"W. for a distance of 16.30 feet; thence run N.18°42'01"E. for a distance of 21.28 feet; thence run N.88°10'04"W. 35.06 feet; thence run S.27°26'26"W. 27.65 feet; thence run S.63°49'13"W. for a distance of 23.70 feet; thence run N.69°47'59"W. for a distance of 50.32 feet; thence run N.50°10'16"W. for a distance of 42.50 feet; thence run N.39°08'11"E. for a distance of 55.66 feet; thence run N.52°15'54"E. for a distance of 46.93 feet; thence run N.55°55'11"W. for a distance of 47.66 feet; thence run N.09°16'57"E. for a distance of 31.62 feet; thence run N.11°50'02"W. for a distance of 44.91 feet; thence run N.21°04'57"E. for a distance of 55.54 feet; thence run N.16°49'45"E. for a distance of 26.29 feet; thence run N.42°52'03"E. for a distance of 31.54 feet; thence run N.57°04'13"E. for a distance of 38.95 feet; thence run N.85°16'31"E. for a distance of 31.35 feet; thence run S.51°05'30"E. for a distance of 62.93 feet to the West Limited Access Right-of-Way line of said Interstate 75, State Road 93 (Section 17075-2410); thence run S.00°36'16"W. along said West Limited Access Right-of-Way line for a distance of 256.55 feet to the Point of Beginning.

Parcel contains 291,524.1 square feet or 6.69 acres, more or less.

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 18 EAST, BEARING BEING N.00°36'16"E.
2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHTS-OF-WAY AND OR EASEMENTS MAY NOT BE SHOWN.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

I:\PWB\SURVEY\BENDERS\CONSERVATION EASEMENT 2015.DWG

Terry S. Owen
 TERRY S. OWEN, COUNTY SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 STATE OF FLORIDA
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34240

2-3-15
 DATE

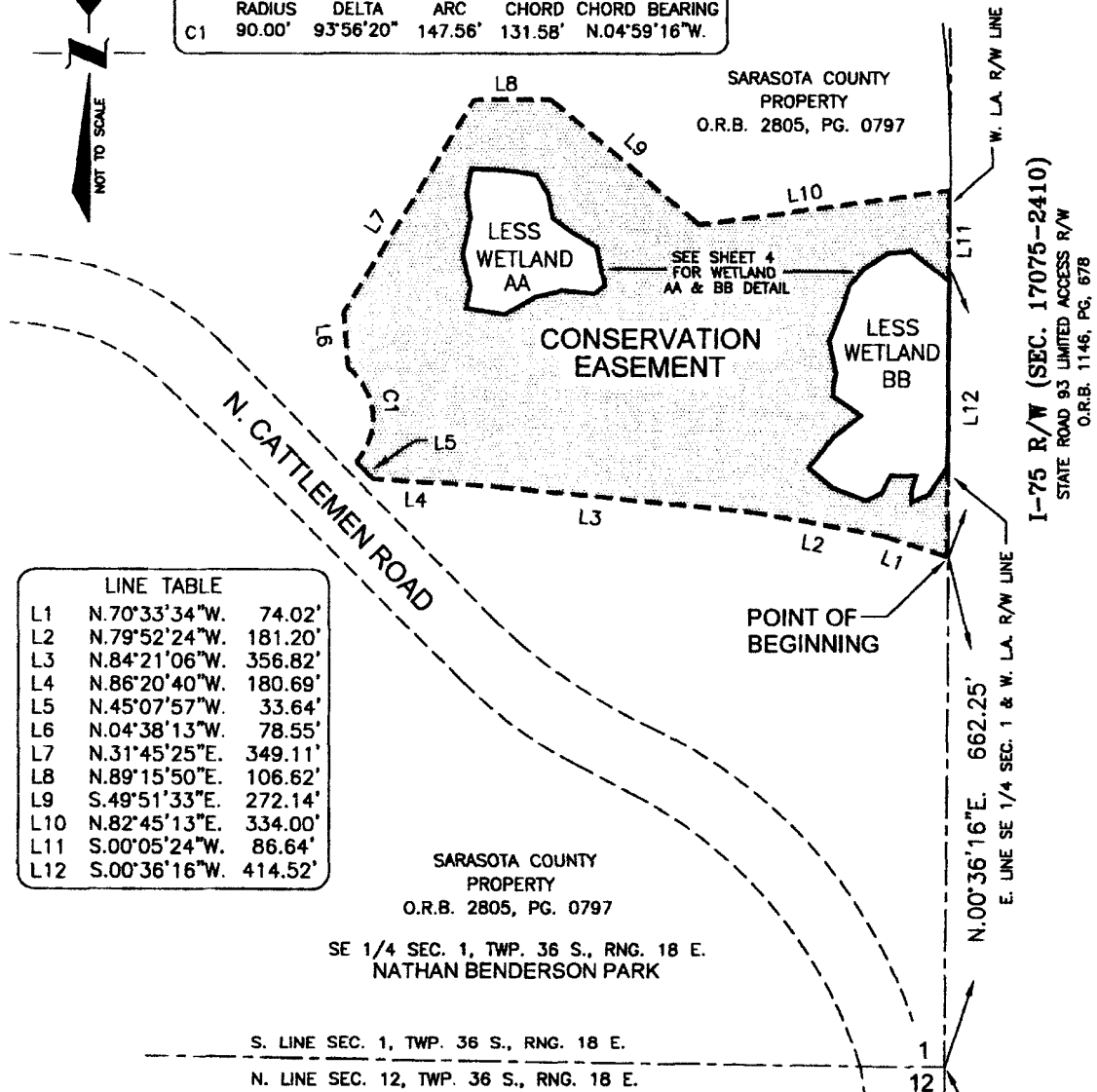
CONSERVATION EASEMENT
 NORTH CATTLEMEN ROAD

REVISIONS:
 REMOVED WETLANDS FROM BASE. T.S.O. 2-3-15

PARCEL 100.15					
DRAWN	T.OWEN	DATE	1-8-15	SCALE	N.T.S.
CHECKED	J.M.	DATE	1-9-15	JOB NO.	
PARCEL = 6.69 Acres ±					



CURVE TABLE				
RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	90.00'	93°56'20"	147.56'	131.58' N.04°59'16"W.



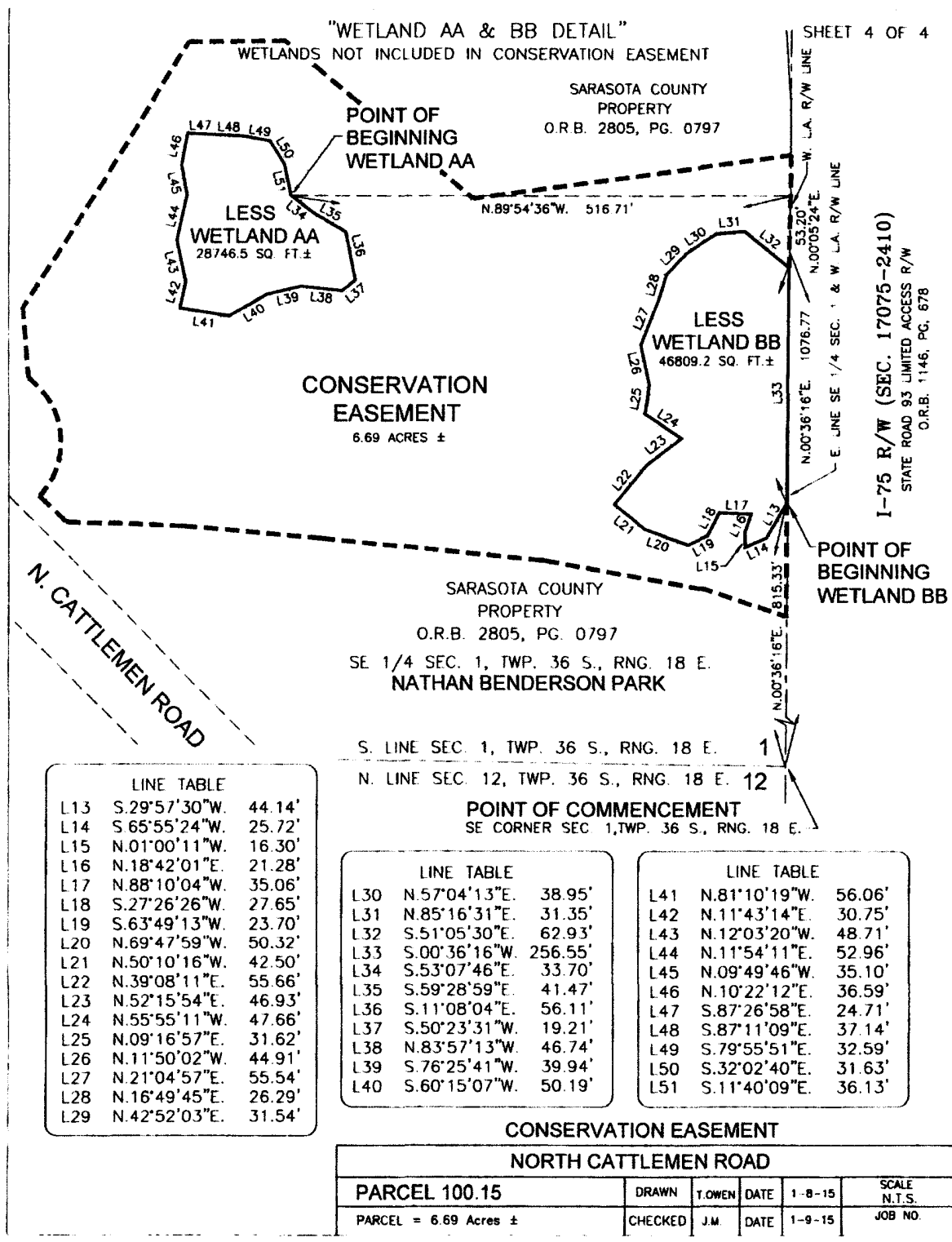
LINE TABLE		
L1	N.70°33'34"W.	74.02'
L2	N.79°52'24"W.	181.20'
L3	N.84°21'06"W.	356.82'
L4	N.86°20'40"W.	180.69'
L5	N.45°07'57"W.	33.64'
L6	N.04°38'13"W.	78.55'
L7	N.31°45'25"E.	349.11'
L8	N.89°15'50"E.	106.62'
L9	S.49°51'33"E.	272.14'
L10	N.82°45'13"E.	334.00'
L11	S.00°05'24"W.	86.64'
L12	S.00°36'16"W.	414.52'

ABBREVIATION LEGEND

R/W = RIGHT-OF-WAY
 O.R.B. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK
 PG. = PAGE
 SEC. = SECTION
 TWP. = TOWNSHIP
 RNG. = RANGE
 N.T.S. = NOT TO SCALE
 NO. = NUMBER
 P.I.D. = PROPERTY IDENTIFICATION

 CONSERVATION EASEMENT
 NORTH CATTLEMEN ROAD

PARCEL 100.15	DRAWN	T.OWEN	DATE	1-8-15	SCALE N.T.S.
PARCEL = 6.69 Acres ±	CHECKED	J.M.	DATE	1-9-15	JOB NO.



Prepared by:
Recorded mail returned to:

RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM DEED

This RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM DEED is made this ____ day of _____, 2021 by the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "District", having an address of 2379 Broad Street (U.S. Highway 41 South), Brooksville, Florida 34604.

WHEREAS, SARASOTA COUNTY, a political subdivision of the State of Florida, the "County", granted the District a Conservation Easement dated December 8, 2015 and duly recorded on December 16, 2015 in the Official Records of Sarasota County, Florida as Instrument #2015154689, hereinafter referred to as the "Conservation Easement"; and

WHEREAS, said Conservation Easement relates to the property described in Exhibit "A" attached hereto; and

WHEREAS, the County is the owner of the property described in Exhibit "A"; and

WHEREAS, Mote Marine Laboratory, Inc. a Florida not-for-profit corporation, hereinafter "Mote", has entered into an agreement with the County for Mote to acquire title to or a long-term lease for land that will be benefited by this Release, described in Exhibit "A"; and

WHEREAS, The District agrees to release the property described in Exhibit "A" from said Conservation Easement and Mote has agreed to grant the District, and the District has agreed to accept, a replacement conservation easement, a land exchange or participation in District land purchase in exchange for and as consideration for this release of the Conservation Easement.

NOW, THEREFORE, the above recitations being hereby incorporated by reference, the District hereby voluntarily releases, discharges, and vacates the Conservation Easement on the property described in the attached Exhibit "A", and remises, releases and quitclaims all the right, title, interest claim, and demand conveyed

to the District by the Conservation Easement, the lands described in the attached Exhibit "A" are hereby forever discharged from the terms and conditions of the said Conservation Easement.

IN WITNESS WHEREOF, the Southwest Florida Water Management District has caused this Release of Conservation Easement to be executed in its name and its official seal affixed hereto by its Governing Board on this ____ day of _____, 2021.

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, a public
corporation of the State of Florida**

By: _____

Kelly S. Rice, Chair

ATTEST:

Rebecca Smith, Secretary

Approved As To Legal Form &
Content

SWFWMD Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ____ day of _____, 2021, by _____ as chair and _____ as Secretary of the Governing Board of the Southwest Florida Water Management District, a public corporation of the State of Florida, on behalf of the Southwest Florida Water Management District. Who are personally known to me or have produced _____ as identification.

Notary Public Signature

Printed/Type Name of Notary

Commission No. _____

Commission Expires _____

EXHIBIT**A****Exhibit "B"****(4 pages)**

SHEET 1 OF 4

That part of the Southeast Quarter (1/4) of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida; thence run N.00°36'16"E. along the East line of the Southeast Quarter (1/4) of said Section 1, also being the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map, for a distance of 662.25 feet to the POINT OF BEGINNING; thence run N.70°33'34"W. for a distance of 74.02 feet; thence run N.79°52'24"W. for a distance of 181.20 feet; thence run N.84°21'06"W. for a distance of 356.82 feet; thence run N.86°20'40"W. for a distance of 180.69 feet; thence run N.45°07'57"W. for a distance of 33.64 feet to a point on a circular curve to the left, having a radius of 90.00 feet, a central angle of 93°56'20", a chord bearing of N.04°59'16"W., a chord distance of 131.58 feet, thence run Northwesterly along the arc of said curve for a distance of 147.56 feet to a point on said curve; thence run N.04°38'13"W. for a distance of 78.55 feet; thence run N.31°45'25"E. for a distance of 349.11 feet; thence run N.89°15'50"E. for a distance of 106.62 feet; thence run S.49°51'33"E. for a distance of 272.14 feet; thence run N.82°45'13"E. for a distance of 334.00 feet to the intersection with the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map; thence run South 00°05'24"West along said West Limited Access Right-of-Way line for a distance of 86.64 feet; thence run S.00°36'16"W. along the East line of the Southeast Quarter (1/4) of said Section 1, also being said West Limited Access Right-of-Way line for a distance of 414.52 feet to the Point of Beginning.

LESS WETLAND AA

Commence at the Southeast corner of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida; thence run N.00°36'16"E. along the East line of the Southeast Quarter (1/4) of said Section 1, also being the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map, for a distance of 1076.77 feet; thence run N.00°05'24"E. along said West Limited Access Right-of-Way line of Interstate 75 for a distance of 53.20 feet; thence run N.89°54'36"W. for a distance of 516.71 feet to the POINT OF BEGINNING; thence run S.53°07'46"E. for a distance of 33.70 feet; thence run S.59°28'59"E. for a distance of 41.47 feet; thence run S.11°08'04"E. for a distance of 56.11 feet; thence run S.50°23'31"W. for a distance of 19.21 feet; thence run N.83°57'13"W. for a distance of 46.74 feet; thence run S.76°25'41"W. for a distance of 39.94 feet; thence run S.60°15'07"W. for a distance of 50.19 feet; thence run N.81°10'19"W. for a distance of 56.06 feet; thence run N.11°43'14"E. for a distance of 30.75

CONSERVATION EASEMENT**NORTH CATTLEMEN ROAD**

PARCEL 100.15	DRAWN	T.OWEN	DATE	1-8-15	SCALE
					N.T.S.
PARCEL = 6.69 Acres ±	CHECKED	J.M.	DATE	1-9-15	JOB NO.

feet; thence run N.12°03'20"W. for a distance of 48.71 feet; thence run N.11°54'11"E. for a distance of 52.96 feet; thence run N.09°49'46"W. for a distance of 35.10 feet; thence run N.10°22'12"E. for a distance of 36.59 feet; thence run S.87°26'58"E. for a distance of 24.71 feet; thence run S.87°11'09"E. for a distance of 37.14 feet; thence run S.79°55'51"E. for a distance of 32.59 feet; thence run S.32°02'40"E. for a distance of 31.63 feet; thence run S.11°40'09"E. for a distance of 36.13 feet to the Point of Beginning.

LESS WETLAND BB

Commence at the Southeast corner of Section 1, Township 36 South, Range 18 East, Sarasota County, Florida; thence run N.00°36'16"E. along the East line of the Southeast Quarter (1/4) of said Section 1, also being the West Limited Access Right-of-Way line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map, for a distance of 815.33 feet to the POINT OF BEGINNING; thence run S.29°57'30"W. for a distance of 44.14 feet; thence run S.65°55'24"W. for a distance of 25.72 feet; thence run N.01°00'11"W. for a distance of 16.30 feet; thence run N.18°42'01"E. for a distance of 21.28 feet; thence run N.88°10'04"W. 35.06 feet; thence run S.27°26'26"W. 27.65 feet; thence run S.63°49'13"W. for a distance of 23.70 feet; thence run N.69°47'59"W. for a distance of 50.32 feet; thence run N.50°10'16"W. for a distance of 42.50 feet; thence run N.39°08'11"E. for a distance of 55.66 feet; thence run N.52°15'54"E. for a distance of 46.93 feet; thence run N.55°55'11"W. for a distance of 47.66 feet; thence run N.09°16'57"E. for a distance of 31.62 feet; thence run N.11°50'02"W. for a distance of 44.91 feet; thence run N.21°04'57"E. for a distance of 55.54 feet; thence run N.16°49'45"E. for a distance of 26.29 feet; thence run N.42°52'03"E. for a distance of 31.54 feet; thence run N.57°04'13"E. for a distance of 38.95 feet; thence run N.85°16'31"E. for a distance of 31.35 feet; thence run S.51°05'30"E. for a distance of 62.93 feet to the West Limited Access Right-of-Way line of said Interstate 75, State Road 93 (Section 17075-2410); thence run S.00°36'16"W. along said West Limited Access Right-of-Way line for a distance of 256.55 feet to the Point of Beginning.

Parcel contains 291,524.1 square feet or 6.69 acres, more or less.

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 18 EAST, BEARING BEING N.00°36'16"E.
2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHTS-OF-WAY AND OR EASEMENTS MAY NOT BE SHOWN.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

I:\PWB\SURVEY\BENDERS\CONSERVATION EASEMENT 2015.DWG

Terry S. Owen
 TERRY S. OWEN, COUNTY SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 STATE OF FLORIDA
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34240

2-3-15
 DATE

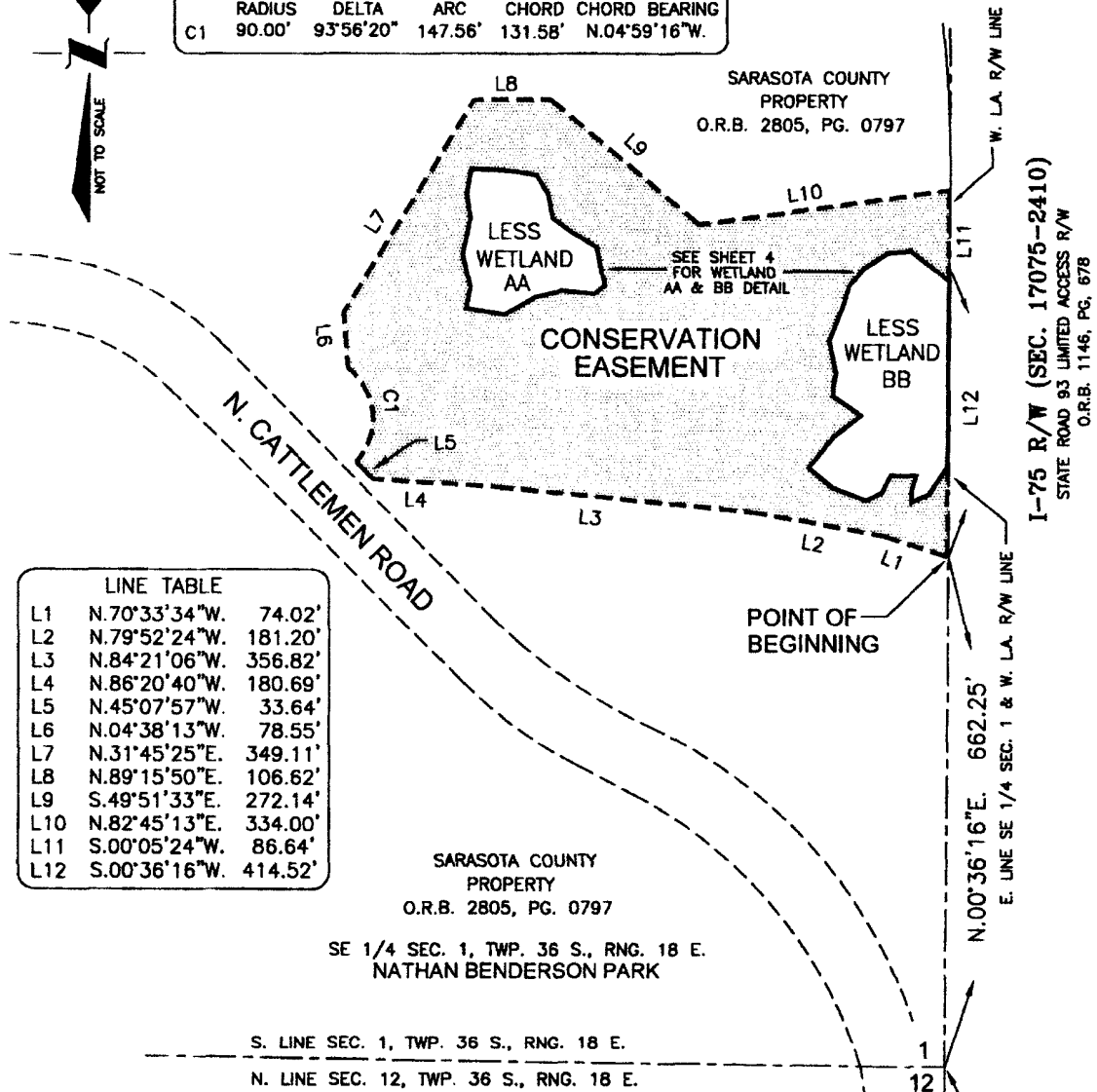
CONSERVATION EASEMENT
 NORTH CATTLEMEN ROAD

REVISIONS:
 REMOVED WETLANDS FROM BASE. T.S.O. 2-3-15

PARCEL 100.15					
DRAWN	T.OWEN	DATE	1-8-15	SCALE	N.T.S.
CHECKED	J.M.	DATE	1-9-15	JOB NO.	
PARCEL = 6.69 Acres ±					



CURVE TABLE				
RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	90.00'	93°56'20"	147.56'	131.58' N.04°59'16"W.



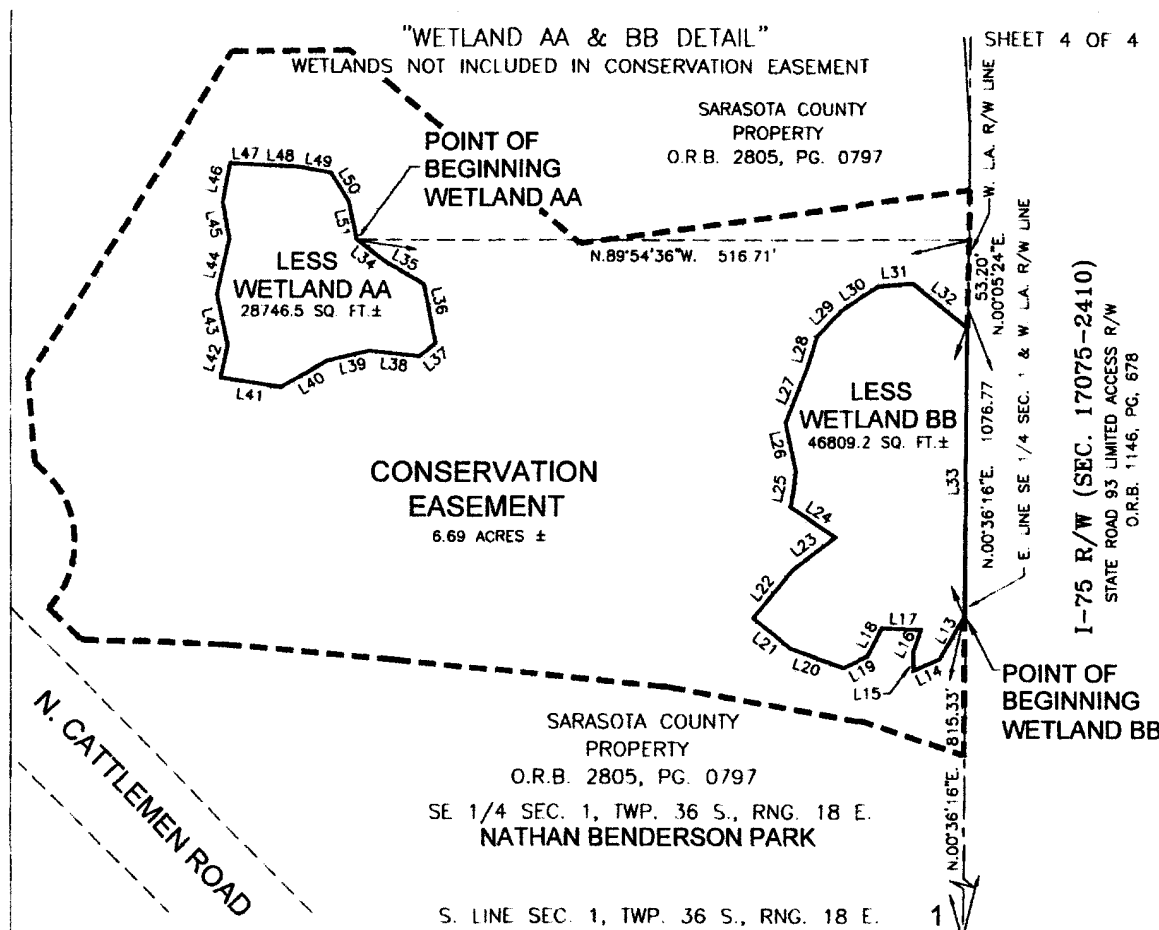
LINE TABLE		
L1	N.70°33'34"W.	74.02'
L2	N.79°52'24"W.	181.20'
L3	N.84°21'06"W.	356.82'
L4	N.86°20'40"W.	180.69'
L5	N.45°07'57"W.	33.64'
L6	N.04°38'13"W.	78.55'
L7	N.31°45'25"E.	349.11'
L8	N.89°15'50"E.	106.62'
L9	S.49°51'33"E.	272.14'
L10	N.82°45'13"E.	334.00'
L11	S.00°05'24"W.	86.64'
L12	S.00°36'16"W.	414.52'

ABBREVIATION LEGEND

R/W = RIGHT-OF-WAY
 O.R.B. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK
 PG. = PAGE
 SEC. = SECTION
 TWP. = TOWNSHIP
 RNG. = RANGE
 N.T.S. = NOT TO SCALE
 NO. = NUMBER
 P.I.D. = PROPERTY IDENTIFICATION

 CONSERVATION EASEMENT
 NORTH CATTLEMEN ROAD

PARCEL 100.15	DRAWN	T.OWEN	DATE	1-8-15	SCALE N.T.S.
PARCEL = 6.69 Acres ±	CHECKED	J.M.	DATE	1-9-15	JOB NO.



LINE TABLE		
L13	S.29°57'30"W.	44.14'
L14	S.65°55'24"W.	25.72'
L15	N.01°00'11"W.	16.30'
L16	N.18°42'01"E.	21.28'
L17	N.88°10'04"W.	35.06'
L18	S.27°26'26"W.	27.65'
L19	S.63°49'13"W.	23.70'
L20	N.69°47'59"W.	50.32'
L21	N.50°10'16"W.	42.50'
L22	N.39°08'11"E.	55.66'
L23	N.52°15'54"E.	46.93'
L24	N.55°55'11"W.	47.66'
L25	N.09°16'57"E.	31.62'
L26	N.11°50'02"W.	44.91'
L27	N.21°04'57"E.	55.54'
L28	N.16°49'45"E.	26.29'
L29	N.42°52'03"E.	31.54'

LINE TABLE		
L30	N.57°04'13"E.	38.95'
L31	N.85°16'31"E.	31.35'
L32	S.51°05'30"E.	62.93'
L33	S.00°36'16"W.	256.55'
L34	S.53°07'46"E.	33.70'
L35	S.59°28'59"E.	41.47'
L36	S.11°08'04"E.	56.11'
L37	S.50°23'31"W.	19.21'
L38	N.83°57'13"W.	46.74'
L39	S.76°25'41"W.	39.94'
L40	S.60°15'07"W.	50.19'

LINE TABLE		
L41	N.81°10'19"W.	56.06'
L42	N.11°43'14"E.	30.75'
L43	N.12°03'20"W.	48.71'
L44	N.11°54'11"E.	52.96'
L45	N.09°49'46"W.	35.10'
L46	N.10°22'12"E.	36.59'
L47	S.87°26'58"E.	24.71'
L48	S.87°11'09"E.	37.14'
L49	S.79°55'51"E.	32.59'
L50	S.32°02'40"E.	31.63'
L51	S.11°40'09"E.	36.13'

CONSERVATION EASEMENT					
NORTH CATTLEMEN ROAD					
PARCEL 100.15	DRAWN	T.OWEN	DATE	1-8-15	SCALE N.T.S.
PARCEL = 6.69 Acres ±	CHECKED	J.M.	DATE	1-9-15	JOB NO.

CONSENT AGENDA**June 22, 2021****General Counsel's Report: Approval of Consent Order Between SWFWMD and Christ Church of Longboat Key, Inc. - Permit Violations - ERP No. 43007606.002 - CT No. 413561 - Manatee County**

On December 23, 2009, the District issued Environmental Resource Permit (ERP) Number 43007606.001 to Christ Church of Longboat Key, Inc. (Permittee) authorizing the construction of a stormwater management system to serve a church project located at 6400 Gulf of Mexico Drive in Longboat Key, Florida (Property). The project was transferred to the operation phase on November 28, 2011.

On August 29, 2012, the District received a flooding complaint from the adjacent property owner, Ross Toussaint, regarding a nonfunctioning bio-swale along the eastern shared property line. Following a site inspection, District staff issued a Notice of Permit Condition Violation letter on November 8, 2012, requiring the Permittee to take certain corrective actions. On July 17, 2013, the District issued a Compliance Issue Resolution letter to the Permittee acknowledging that the required corrective actions were completed satisfactorily.

The District received additional flooding complaints from Mr. Toussaint and District staff conducted a site inspection on September 6, 2018. District staff noted that large palm trees were planted within the bio-swale and concluded that the stormwater management system was not functioning as designed. On September 18, 2018, the District issued a Notice of Permit Condition Violation letter to the Permittee. On October 4, 2018, the Permittee contacted District staff asking for an extension of time to determine the appropriate corrective actions, which the District granted.

On January 28, 2019, the District issued a Final Notice of Permit Condition Violation letter to the Permittee. The Permittee submitted a response to the District stating that maintenance was performed on the bio-swale and that the stormwater management system was functioning properly again. On July 30, 2019, District staff conducted a site inspection and determined that the bio-swale was still not functioning as designed. Over the next year, District staff continued to work with the Permittee to determine the necessary improvements to the stormwater management system. On June 2, 2020, the Permittee submitted an ERP modification application to the District to address the deficiencies of the existing stormwater management system.

On September 11, 2020, the District issued ERP Number 43007606.002 (Permit) authorizing the Permittee's proposed improvements to the stormwater management system. Specific Condition 4 of the Permit required construction of the authorized work to be completed within 120 days of permit issuance (by January 26, 2021), and required an "As-Built Certification and Request for Conversion to Operation Phase" form, along with as-built drawings, be submitted to the District within 30 days of the completion of construction. However, October 13, 2020, and November 23, 2020, District staff conducted site inspections at the Property and observed that the improvements to the stormwater management system had not been constructed.

The Permittee reached out to District staff regarding concerns with the expense and design of the permitted pump system. On November 15, 2020, the Permittee met with District staff to discuss options to modify the pump design. District staff advised the Permittee that a permit modification would be required to incorporate a pump design change.

On January 27, 2021, two weeks after all construction was to have been completed, with no initiation of construction and no submittal of a permit modification to revise the pump design, the District issued a Notice of Permit Condition Violation letter to the Permittee advising that it had until February 26, 2021, to bring the Property into compliance. On February 1, 2021, the Permittee submitted a minor ERP modification application to the District to reduce the size of a pump authorized under the Permit. The District issued ERP Number 43007606.003 to the Permittee on February 5, 2021, authorizing the requested change in pump size, but specifically provided that all other terms and conditions of the Permit apply.

On March 2, 2021, District staff conducted a site inspection at the Property and observed that construction had not started. On April 1, 2021, the District's Office of General Counsel issued the Permittee a Notice of Violation and proposed Consent Order. On April 19, 2021, the Permittee declined to enter into the proposed Consent Order with the District. However, on April 20, 2021, the Permittee informed District staff that the replacement pump had been delivered to the Permittee's contractor, that all exemptions and permits required by the Town of Longboat Key had been obtained, and that construction on the Property was underway. On May 6, 2021, District staff conducted a site inspection and found that construction had begun and would likely be completed within a few weeks. On June 8, 2021, the Permittee agreed to entered into a Consent Order with the District, pay \$3,000.00 in enforcement costs, and submit the "As-built Certification and Request for Conversion to Operation Phase" form, along with as-built drawings, to the District within thirty (30) days of completion of all construction.

Staff Recommendation:

1. Approve the Consent Order.
2. Authorize District Staff to pursue additional enforcement measures to obtain compliance with the terms and conditions of the Consent Order, including filing appropriate actions in Circuit Court, if necessary.

Presenter:

Megan Albrecht, Staff Attorney

CONSENT AGENDA

June 22, 2021

Executive Director's Report: Approve Governing Board Minutes - May 25, 2021

Staff Recommendation:

Approve minutes as presented.

Presenter:

Brian J. Armstrong, P.G., Executive Director



**GOVERNING BOARD MEETING
TUESDAY, MAY 25, 2021 – 9:00 AM
7601 US-301, TAMPA, FL 33637**

MINUTES

Board Members Present

Kelly Rice, Chair
Joel Schleicher, Vice Chair
Rebecca Smith, Ph.D., Secretary
Michelle Williamson, Member
Ed Armstrong, Member
Roger Germann, Member
Jack Bispham, Member
Seth Weightman, Member
John Mitten, Member
Ashley Bell Barnett, Member
John E. Hall, Member
William Hogarth, Member

Staff Members

Brian J. Armstrong, Executive Director
Amanda Rice, Assistant Executive Director
Karen West, General Counsel
Chris Tumminia, General Counsel
Brian Werthmiller, Inspector General
John Campbell, Division Director
Brian Starford, Division Director
Michael Molligan, Division Director
Jennette Seachrist, Division Director
Michelle Hopkins, Division Director

Board Administrative Support

Virginia Singer, Board & Executive Services Manager
Lori Manuel, Administrative Coordinator

1. CONVENE PUBLIC MEETING

This meeting was held through a combination of in-person attendance and electronic media, via Zoom.

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., on May 25, 2021, at the Tampa Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

Approved minutes from previous meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

Chair Kelly Rice called the meeting to order. He provided a telephone number to any member of the public wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda. Chair Rice stated that comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the chair. He also requested that several individuals wishing to speak on the same issue/topic designate a spokesperson.

1.1a Oath of office for Governing Board Members

Ms. Virginia Singer, Boards and Executive Services Manager, administered the Oath of Office to reappoint Board Member Jack Bispham and newly appoint Board Members John Hall and William Hogarth.

1.2 Invocation and Pledge of Allegiance

Board Member Michelle Williamson offered the invocation and led the Pledge of Allegiance.

Chair Rice introduced each member of the Governing Board (this served as roll call), and staff. He noted that the Board meeting was being recorded for broadcast on government access channels, and public input was taken during the meeting via electronic media or in person.

1.3 Election of Governing Board Officers

Ms. Karen West, General Counsel, provided an overview of the process for the election of officers.

Board Member Seth Weightman made a motion to nominate a slate of officers as follows: Chair, Kelly Rice; Vice Chair, Joel Schleicher; Secretary, Rebecca Smith; and Treasurer, Ed Armstrong. The motion was seconded and carried unanimously.
(00:07:56)

1.4 Additions/Deletions to Agenda

Chair Rice stated a Request to Speak Card was received for the following item. This item was moved from Consent to Discussion.

2.5 Authorization to Issue Administrative Complaint and Order – Permit Condition Violations – Christ Church of Longboat Key, Inc. – Environmental Resource Permit No. 43007606.002 – CT No. 413561 – Manatee County

Mr. Brian Armstrong, Executive Director, stated the following item was deleted from the Consent Agenda:

General Counsel's Report

2.9 Governing Board Concurrence – SWFWMD Emergency Order – Emergency Measures Made Necessary by COVID-19

1.5 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddes, Jr., spoke regarding the constitution.

CONSENT AGENDA

FINANCE/OUTREACH & PLANNING COMMITTEE - None

RESOURCE MANAGEMENT COMMITTEE

2.1 Initiation and Approval of Rulemaking to Amend Rules 40D-8.021, 40D-8.031 and 40D-8.624, Florida Administrative Code

Staff recommended the Board:

- A. Accept the report entitled, "Revised Minimum Levels Based on Reevaluation of Minimum Levels Adopted for 29 Lakes in the Southwest Florida Water Management District."

- B. Authorize the initiation of rulemaking and approve the proposed rule language to amend Rules 40D-8.021, 40D-8.031 and 40D-8.624, F.A.C., to update obsolete language and delete methodologies, categories, and guidance levels for minimum lake levels, as shown in the Exhibit.
- C. Authorize the initiation of rulemaking and approve the proposed rule language to amend Rule 40D-8.624, F.A.C., to replace the previously approved minimum lake levels with the proposed levels for 29 lakes, as shown in the Exhibit.
- D. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE - None

REGULATION COMMITTEE

2.2 Water Use Permit No. 20007846.030, Schroeder-Manatee Ranch, Inc. (Sarasota and Manatee Counties)

Staff recommended the Board approve the proposed permit.

GENERAL COUNSEL'S REPORT

2.3 Approval of Consent Order between SWFWMD and UP LA Leesburg, LLC - Violation of Permit Conditions for Construction - Environmental Resource Permit Nos. 44026730.005 & 43026730.008 - CT No. 407344 - Sumter County

Staff recommended the Board:

- Approve the Consent Order
- Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Consent Order, if necessary.

2.4 Approval of Consent Order between SWFWMD and The Villages of Lake Sumter, Inc.– Violation of Permit Conditions for Construction – Environmental Resource Permit Nos. 44026730.005 & 43026730.008 – CT No. 407344 – Sumter County

Staff recommended the Board:

1. Approve the Consent Order.
2. Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Consent Order, if necessary.

2.5 Authorization to Issue Administrative Complaint and Order – Permit Condition Violations – Christ Church of Longboat Key, Inc. – Environmental Resource Permit No. 43007606.002 – CT No. 413561 – Manatee County

Staff recommended the Board:

1. Authorize District staff to issue an Administrative Complaint and Order to the Permittee to obtain compliance with District rules.
2. Authorize District staff to initiate an action in Circuit Court against the Permittee to recover a civil penalty/administrative fine, enforcement costs, litigation costs, and attorneys' fees, if appropriate.
3. Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, if necessary.

2.6 Approval of Well Construction Permitting Delegation Agreement between the Southwest Florida Water Management District and Sarasota County, Florida, and Initiation and Approval of Rulemaking to Incorporate the Agreement by Reference

Staff recommended the Board:

1. Approve the Well Construction Permitting Agreement between the District and Sarasota County, Florida, which shall be in effect from June 1, 2021 until May 31, 2026.

2. Initiate and approve rulemaking to amend Rule 40D-1.002, Florida Administrative Code, to incorporate the Agreement by reference and authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process.

2.7 Approval of Well Construction Permitting Delegation Agreement between the Southwest Florida Water Management District and the Florida Department of Health (Marion County, Florida), and Initiation and Approval of Rulemaking to Incorporate the Agreement by Reference

Staff recommended the Board:

1. Approve the Well Construction Permitting Agreement between the District and the Florida Department of Health for Marion County, Florida, which shall be in effect from June 1, 2021 until May 31, 2026.
2. Initiate and approve rulemaking to amend Rule 40D-1.002, Florida Administrative Code, to incorporate the Agreement by reference, and authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process.

2.8 Approval of Well Construction Permitting Delegation Agreement between the Southwest Florida Water Management District and Manatee County, Florida, and Initiation and Approval of Rulemaking to Incorporate the Agreement by Reference

Staff recommended the Board:

1. Approve the Well Construction Permitting Agreement between the District and Manatee County, Florida, which shall be in effect from June 1, 2021 until May 31, 2026.
2. Initiate and approve rulemaking to amend Rule 40D-1.002, Florida Administrative Code, to incorporate the Agreement by reference, and authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process.

~~2.9 Governing Board Concurrence – SWFWMD Emergency Order – Emergency Measures Made Necessary by COVID-19~~

~~Staff recommended the Board approve the Eighth Amended and Restated Emergency Order No. SWF 21-020 and concur with the Executive Director's determinations regarding the state of emergency and the actions necessary to meet the emergency.~~

EXECUTIVE DIRECTOR'S REPORT

2.10 Approve CFI Northern Region Meeting Minutes - April 7, 2021

Staff recommended the Board approve minutes as presented.

2.11 Approve CFI Southern Region Meeting Minutes - April 8, 2021

Staff recommended the Board approve minutes as presented.

2.12 Approve CFI Heartland Region Meeting Minutes - April 14, 2021

Staff recommended the Board approve minutes as presented.

2.13 Approve CFI Tampa Bay Region Meeting Minutes - April 15, 2021

Staff recommended the Board approve minutes as presented.

2.14 Approve Governing Board Minutes - April 27, 2021

Staff recommended the Board approve minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion passed unanimously. (Audio - 00:18:05)

3. FINANCE/OUTREACH & PLANNING COMMITTEE

Secretary Smith called the Committee to order. (Audio – 00:18:55)

3.1 Consent Item(s) Moved to Discussion - None

3.2 2021 Legislative Session Update

Ms. Cara Martin, Government and Community Affairs Office chief, provided a recap of the Fiscal Year 2021-2022 Legislative Session. She provided an overview of the state's \$101.5 billion budget which included \$616 million for wastewater (including septic to sewer); \$500 million in resiliency funding to assist communities with storm surge and flooding; \$400 million for Florida Forever; \$116.6 million for statewide local water projects; \$75 million for springs funding; \$40 million for alternative water supplies; \$10.2 million to water management districts for land management and \$10 million for the Springs Coast and Peace River basin watersheds for water quality projects. Ms. Martin reminded the Board that the budget is pending approval from the Governor. She also reminded the Board that because the Governor has line-item veto authority, the funding could change.

Ms. Martin stated that Senate confirmation was received for four Governing Board members. These included Ed Armstrong, Ashley Bell-Barnett, John Mitten and Michelle Williamson.

Ms. Martin provided an overview of several bills that impacted the District and information regarding the 2021-2022 legislative session.

Ms. Martin stated the FY2022-23 session will begin January 11, 2022 and is scheduled to conclude on March 11, 2022. The session will include redistricting committee meetings.

This item was presented for information only. No action was required.

3.3 Budget Transfer Report

This item was presented for information only. No action was required.

4. RESOURCE MANAGEMENT COMMITTEE

Board Member Weightman called the Committee to order. (Audio – 00:29:19)

4.1 Consent Item(s) Moved to Discussion - None

4.2 Fiscal Year 2022 Cooperative Funding (CFI) Update

Mr. Kevin Wills, Cooperative Funding Initiative Lead outlined the FY2021 CFI process timeline, subcommittee structure planning regions, comparison of funding requests for 2018-2022, funding requests by regions, a map outlining the recommended projects, funding breakdown by areas of responsibilities and summaries of regional subcommittees.

Mr. Jay Hoecker, Water Supply Manager, provided an overview of projects that will be presented. He provided a summary table of future large-scale projects.

Mr. Ken Herd, representing Tampa Bay Water (TBW), provided a presentation for high ranked project Q241, Southern Hillsborough Pipeline. He provided an overview of this project. Mr. Herd stated that TBW is currently developing its five-year update to their master water plan. He identified three new alternative water supplies that were being reviewed. Mr. Herd explained that these new supplies were necessary for growth in the TBW service area. He provided a map outlining the location of the project. Mr. Herd provided a comparison for the current and planned water supply capacity. He outlined the regional benefits associated with the proposed project.

Mr. Herd outlined current and proposed pipeline capacity. He explained the necessity for emergency backup and redundancy in case of line outages. Mr. Herd outlined the engineering that has been completed to date. Secretary Rebecca Smith expressed concern regarding potential lack of redundancy related to pipelines. She requested that the design consultants provide a commitment to completing value engineering. Mr. Herd assured the Board that TBW is committed to ensuring there is redundancy in its system. Mr. Herd also committed to performing an analysis of a dual pipe configuration and value engineering as part of the 30% design for the project.

Mr. Mike Coates, representing Peace River Manasota Regional Water Supply Authority (PRMRWSA), provided a presentation for high ranked project Q272, Peace River Reservoir No. 3. He outlined the PRMRWSA regional vision for 2035. Mr. Coates provided a graph that outlined water supply capacity and proposed future regional needs. He provided historical background on this project. Mr. Coates provided an overview of the project, cost estimates, feasibility study, mitigation requirements and a timeline. He provided information on water system security maintained by the PRMRWSA and its facilities. Mr. Coates stated that the Department of Homeland Security provided an audit of the physical and cyber vulnerabilities. This resulted in implementation of improved procedures. Mr. Coates responded to questions.

Mr. Ryan Taylor, representing Polk Regional Water Cooperative (PRWC), provided an update regarding the Board's request at the March Governing Board meeting. He outlined the objectives the Board required be completed before additional funding would be provided. This included information regarding a settlement agreement for the Central Florida Water Initiative (CFWI) rule challenge, signed project implementation agreements and final project definitions. Mr. Taylor addressed each item individually.

Mr. Taylor informed the Board that the PRWC signed a settlement agreement on March 19, 2021. He stated that implementation agreements for the Southeast Wellfield (project Q184) and the West Polk Wellfield (project Q216) were signed at the April 28, 2021 PRWC Board meeting. Mr. Taylor provided project definitions for both the Southeast Wellfield and the West Polk Wellfield.

Mr. Taylor explained the Water Infrastructure Financing Innovation Act (WIFIA) loan application process and the need for matching District funding to secure that loan. He stated the application process will begin in June.

Board Member Armstrong asked about the organizational structure of the entities associated with the projects. Mr. Taylor responded that the PRWC oversees the project boards. Ms. Seachrist explained that the PRWC is required to own, operate, and control any alternative water supply project the District would cooperatively fund.

Board Member Williamson asked why all the original 16 members did not sign on to the agreements. Mr. Taylor responded that based on future water projections for 2045, some members do not believe the additional water will be necessary. Board Member Weightman asked if the members that chose not to join initially will be afforded the option later. Mr. Taylor responded in the affirmative and explained the various mechanisms that would allow participation.

Secretary Smith asked if the WIFIA funding is not awarded, can the funding commitment from the District be reversed. Mr. Taylor responded that the PRWC would consider a new source of funding if the WIFIA loan is not granted. Mr. Brian Armstrong, Executive Director,

explained the cooperative funding reimbursement process. Chair Rice asked if all members of the PRWC commit to the financial liability. Mr. Taylor responded in the affirmative.

Board Member Hall asked if there was a “claw back” provision. Mr. Armstrong explained that if a cooperatively funded project is not completed and operated for the term of the cooperative agreement, the PRWC would be required to pay back the District. Those funds are then allocated into the general fund and redistributed to other projects through the annual budget process.

Chair Rice asked if the expectation is that the PRWC will service customers. Mr. Armstrong responded in the affirmative and explained that the funding agreement will provide additional details.

Mr. Hoecker outlined the recommendations which included a proposed cooperative funding agreement that meets our cooperative funding policy and includes alternative water supply funding from the state, the budgeting of funds as outlined in Resolution 18-06 and the approval of FY2022 CFI requests for project Q267, PRWC Demand Management Implementation. Mr. Hoecker stated an updated evaluation was provided for project Q267. The ranking for this project was revised from low to high. It was recommended that PRWC projects Q184, Southeast Wellfield and Treatment Facility and Q216, Southeast Transmission Pipeline to retain their recommended low ranking.

Mr. Hoecker stated that as a part of the initial third-party review for Southeast Wellfield an additional Lower Floridan Aquifer exploratory/test production well was recommended to be included during final design. He further stated that staff would be bringing forth a recommendation to the June Governing Board to fund this additional component as a standalone project.

Mr. Randy Smith, Natural Systems and Restoration Bureau Chief, provided a presentation regarding project W646, Sarasota Created Wetlands System. He provided an overview which included the location, project description, benefits associated, funding costs, and a timeline. Mr. Smith explained the regional benefit associated with this project. He explained the commitment from Sarasota County. Mr. Smith responded to questions.

Mr. Wills summarized the change that occurred since the April CFI meeting. He stated that the ranking for project Q267 ranking was revised from low to high.

Request to Speak Cards were received.

Mr. Jon Thaxton, representing Gulf Coast Community Foundation, spoke in favor of project W646.

Mr. Lou Costa, representing Coalition of City Neighborhood Associations, spoke in favor of project W646.

Mr. John Donahue spoke in favor of project W646.

Ms. Kathy Benz, representing Sarasota County Neighbor Hood Association, spoke in favor of project W646.

Ms. Edda Post spoke in favor of project W646.

Ms. Nancy Milholland, representing Conserve Bobby Jones Now, spoke in favor of project W646.

Ms. Christine Johnson, representing Conservation Foundation of the Gulf Coast, spoke in favor of project W646.

Mr. Norman Dumaine spoke in favor of project W646.

Staff recommended the Board consider the regional subcommittee funding recommendations for inclusion into the FY2022 RASB.

A motion was made to include the 1A, High, and Medium ranked projects, including Q267 and W646 into the FY2022 Recommended Annual Service Budget. The motion was seconded and passed unanimously. (Audio – 03:05:25)

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

Board Member Bispham called the Committee to order. (Audio – 03:06:30)

5.1 Consent Item(s) Moved to Discussion - None

5.2 Surplus Lands 5.0 Biennial Assessment

Ms. Ellen Morrison, Land Resources Bureau Chief, provided an overview of the surplus lands biennial assessment. Ms. Morrison presented a history of surplus assessments, a surplus lands summary, the Governing Board policy, review criteria, and the evaluation process.

Ms. Morrison identified parcels considered for surplus. She stated that when the District purchases lands, portions of those lands may be declared surplus at the time of acquisition. This is done if portions of the acquisition are not determined to be appropriate for conservation or other District needs.

Ms. Morrison provided information and explained the surplus assessments of two parcels being considered for surplus. These included Lake Panasoffkee LP-2 and Tampa By-Pass Canal TBC-21.

Ms. Morrison provided the Board with public comments received from Audubon Florida recommending against the surplus assessment of Lake Panasoffkee parcel LP-2. She stated that one of the conditions for surplus associated with this parcel states this parcel is to be sold subject to a conservation easement which will limit development and protect the environmental attributes of the parcel. The District believes this addresses the Audubon's concerns.

Ms. Morrison provided the Board with public comments received requesting the Tampa Bay By-Pass Canal parcel TBC-21 be considered for recreational use.

Chair Rice stated a Request to Speak Card was submitted for this item.

Mr. Charles Lee, Director of Advocacy for Florida Audubon, spoke against the surplus assessment of the Lake Panasoffkee LP-2 parcel.

Secretary Smith asked that consideration be given to the current circumstances related to land sales and the potential future impacts of surplusing these properties.

Mr. Brian Starford, Operations, Lands and Resource Monitoring Director, stated that careful evaluation has been done to support this recommendation. He reminded the Board that proceeds from these sales are used to purchase additional lands that better meets the District's areas of responsibility. He stated the District also has the option to withdraw a property that may have been approved for surplus, subject to Board approval. Mr. Armstrong stated the final sale of any surplus property must be approved by the Board.

Staff recommended the Board:

- Accept the District's 2021 Surplus Lands 5.0 Biennial Assessment conducted in accordance with Governing Board Policy.
- Approve, by a two-thirds majority vote, the surplus of properties originally acquired for conservation identified through the assessment process that are no longer needed for conservation purposes, and approve, by a majority vote, the surplus of properties originally acquired for District projects identified through the assessment process that are no longer needed by the District. Such properties are identified in Exhibit 1 and may continue to be conserved through less-than-fee ownership or sold for the highest price obtainable.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 03:19:29)

5.3 2021 Hurricane Preparedness

Mr. Kawika Bailey, emergency coordinating Officer, provided a presentation. This included a review of the 2020 hurricane season, 2021 hurricane forecast, overview of the District's responsibilities as related to the State Emergency Response Team, the District's primary responsibilities, and preparedness coordination.

This item was presented for information only. No action was required.

6. REGULATION COMMITTEE

Board Member Germann called the Committee to Order. (Audio – 03:32:10)

6.1 Consent Item(s) Moved to Discussion – None

Vice Chair Schleicher asked about the status of his request for a presentation regarding the overpumpage report. Mr. Armstrong responded that staff is preparing a presentation for the June Board meeting

6.2 Denials Referred to the Governing Board

None were presented.

7. GENERAL COUNSEL'S REPORT

7.1 Consent Item(s) Moved to Discussion

2.5 Authorization to Issue Administrative Complaint and Order – Permit Condition Violations – Christ Church of Longboat Key, Inc. – Environmental Resource Permit No. 43007606.002 – CT No. 413561 – Manatee County

A Request to Speak Card was received for this item.

Ms. Bryony Swift, representing Porges, Hamlin, Knowles and Hawk, P.A., provided information and asked the Board to deny the authorization to issue the Administrative Complaint and Order or table this item for consideration until the June Board meeting.

The Board agreed to postpone this item until the June Board meeting.

Staff recommended the Board:

1. Authorize District staff to issue an Administrative Complaint and Order to the Permittee to obtain compliance with District rules.
2. Authorize District staff to initiate an action in Circuit Court against the Permittee to recover a civil penalty/administrative fine, enforcement costs, litigation costs, and attorneys' fees, if appropriate.
3. Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, if necessary.

7.2 Central Florida Water Initiative Rulemaking Update

Mr. Chris Tumminia, General Counsel, provided a presentation regarding the Central Florida Water Initiative (CFWI) rulemaking update. This included an overview with historical information, summary of rule changes and status of rule implementation.

Mr. Tumminia provided a summary and explanation of each proposed rule change. He presented information on the rules that were not changed. Mr. Tumminia responded to questions.

This item was presented for information only. No action was required.

8. COMMITTEE/LIAISON REPORTS

8.1 Environmental Advisory Committee

A written summary of the April 13 meeting was provided.

8.2 Well Drillers Advisory Committee

A written summary of the April 7 meeting was provided.

9. EXECUTIVE DIRECTOR'S REPORT

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, welcomed the new Board Members, John Hall and William Hogarth and congratulated Jack Bispham on his reappointment. He also congratulated Board Members Williamson, Armstrong, Mitten and Barnett on their Senate confirmations.

Mr. Armstrong informed the Board that there are currently four contained wildfires on District properties.

Mr. Armstrong stated that beginning in June, public comments for Board meetings will be required in person.

Mr. Armstrong informed the Board that Eryn Worthington, Regulation Business Development Project Manager, received the Rookie of the year Award from the Sterling Council.

Mr. Armstrong stated that Chris Tumminia, Deputy General Counsel, has accepted the position of General Counsel. He will be replacing Karen West when she retires in July.

10. CHAIR'S REPORT

10.1 Chair's Report

Chair Rice stated the next meeting is scheduled for Tuesday, June 22 at 9:00 a.m., at the Brooksville Office.

10.2 Employee Milestones

Chair Rice recognized staff who reached at least 20 years of service with the District and thanked them. The following staff was recognized: Teresa McDonald

ADJOURNMENT

The meeting adjourned at 1:03 p.m.

DRAFT

3. Finance/Outreach & Planning

Governing Board Meeting

June 22, 2021

3. FINANCE/OUTREACH & PLANNING COMMITTEE

- 3.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion 242
- 3.2 **Discussion:** Action Item: Fiscal Year 2022 Recommended Annual Service Budget 243
- 3.3 **Submit & File:** Information Only: Budget Transfer Report 245

FINANCE/OUTREACH & PLANNING COMMITTEE

June 22, 2021

Discussion: Information Only: Consent Item(s) Moved to Discussion

Presenters:

Michael Molligan, Division Director, Employee and External Relations

John J. Campbell, Division Director, Management Services

FINANCE/OUTREACH & PLANNING COMMITTEE**June 22, 2021****Discussion: Action Item: Fiscal Year 2022 Recommended Annual Service Budget***Purpose*

Submit fiscal year (FY) 2022 Recommended Annual Service Budget (recommended budget) for consideration by the Governing Board as required by statute; and authorize staff to prepare the *Standard Format Tentative Budget Submission* based on the recommended budget, adjusted for any modifications made by the Governing Board on June 22, changes in estimated ad valorem revenue based on the July 1 certifications of taxable value, and any additional funding provided by the state.

Background

Pursuant to Section 373.536(2), Florida Statutes (F.S.), the District shall, on or before July 15 of each year, submit for consideration by the Governing Board a tentative budget for the District covering its proposed operations and funding requirements for the ensuing fiscal year. On June 22, staff will present the recommended budget to the Governing Board.

Pursuant to Section 373.536(5)(d), F.S., by August 1 of each year, the District shall submit for review a tentative budget and a description of any significant changes from the preliminary budget submitted to the Florida Legislature to the Executive Office of the Governor (EOG), President of the Senate, Speaker of the House of Representatives, chairs of all legislative committees and subcommittees having substantive or fiscal jurisdiction over water management districts, Secretary of the Department of Environmental Protection, and the governing body of each county in which the District has jurisdiction or derives any funds for the operations of the District. This tentative budget is known as the *Standard Format Tentative Budget Submission*.

Discussion

Staff will provide an overview of the FY2022 recommended budget including a review of proposed expenditures and revenues. Expenditures will be reviewed by category, program, and area of responsibility, and revenues will be reviewed by source. The recommended budget provided to each Governing Board member as an exhibit to the overview includes charts, variance analysis, and detailed descriptions of each project.

At the July 27 Governing Board meeting, staff will present the 16 county property appraisers' certifications of taxable value and the proposed FY2022 millage rate in compliance with Sections 373.503(4) and 200.065, F.S. The Governing Board will be requested to adopt the proposed FY2022 millage rate to ensure certification to the county property appraisers by August 4. The proposed millage rate is the rate that will be used for Truth in Millage (TRIM) Notices of Proposed Property Taxes. In addition, the Governing Board will be requested to authorize staff to submit the District's *Standard Format Tentative Budget Submission* for FY2022 to the EOG, Florida Legislature, and other parties, as required by statute, to be received by August 1, 2021.

The District's FY2022 final millage rate and budget will be adopted in September following two public budget hearings. The first hearing is scheduled for September 14, 2021 at 5:01 p.m. at the Tampa Office. Written disapproval of any portion of the Tentative Budget Submission must be received from the EOG or the Legislative Budget Commission at least five business days prior to the final budget hearing.

The second and final hearing is scheduled for September 28, 2021 at 5:01 p.m. also at the Tampa Office.

Exhibit of the recommended budget will be provided separately.

Staff Recommendation:

Authorize staff to prepare the *Standard Format Tentative Budget Submission* for FY2022 based on the recommended budget as presented, adjusted for any modifications made by the Governing Board on June 22, changes in estimated ad valorem revenue based on the July 1 certifications of taxable value, and any additional funding provided by the state.

Presenters:

John J. Campbell, Division Director, Management Services

Michelle Hopkins, Division Director, Regulation

Michael Molligan, Division Director, Employee and External Relations

Jennette Seachrist, Division Director, Resource Management

Brian Starford, Division Director, Operations, Lands & Resource Monitoring

FINANCE/OUTREACH & PLANNING COMMITTEE

June 22, 2021

Submit & File: Information Only: Budget Transfer Report

Purpose

Provide the Budget Transfer Report covering all budget transfers made during the month of May 2021.

Background

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of May 2021.

Staff Recommendation:

Present the Budget Transfer Report for the Board's information. No action required.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
May 2021

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Reason For Transfer	Transfer Amount	
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category				
<u>Change from Original Budget Intent</u>						
1	Data Collection Consultant Services	Data Collection Overtime	Transfer of funds originally budgeted for enhancements to District watershed modeling databases. These funds are no longer required due to the development of a tool in-house enabling staff to perform the planned enhancements themselves. The funds are needed for additional overtime in order for the Data Collection Bureau to complete the two-year project of upgrading power supplies at near real-time data collection sites. These upgrades greatly improve the stability and reliability of dataloggers during storm events and inclement weather when the need for the data is the greatest.	\$	14,000.00	
2	General Services Capitalized - Contracted Construction	General Services Capitalized - Contracted Construction	Transfer of Facilities Capital Improvement Funds originally budgeted for unplanned facility capital renovations that arise due to unforeseen circumstances such as changes in building code and economical impacts to construction costs. The funds are needed to complete the interior renovations of the new Sarasota Office. Since the District purchased 78 Sarasota Center in January 2020, the cost of building materials have increased, some as much as 200%. This is in addition to the original \$1.05 million approved for interior and exterior renovations to make the new location suitable for staff and the public.		75,000.00	
3	General Services Maintenance/Repair of Equipment	General Services Rental of Photocopiers	Transfer of funds originally budgeted for repair and maintenance of District Fleet. Expenditures for increased sanitation of District vehicles and for the overhaul of a drill rig gearbox were less than anticipated. The funds are needed to pay for the removal and destruction of hard drives before the return of 50 multi-functional device printers upon the expiration of the lease.		15,300.00	
4	General Services Capital Field Equipment Fund	General Services Capital Field Equipment Fund	Transfer of funds originally budgeted for planned expenditures under the Capital Field Equipment Fund. The funds are needed for the replacement of a 17-year-old wheel offset disk harrow that was not included in the FY2021 Annual Service Budget as a planned expenditure. This piece of equipment is used by the Field Operations section as an attachment to maintain, rehab, or cut new fire lines for prescribed burn and wildfire events. Operational failure requires replacement of the unit as it is no longer repairable and is critical for the safety of the public.		21,774.00	
Total Change from Original Budget Intent					\$	126,074.00
Total Consistent with Original Budget Intent					\$	-
Total Transfers for Governing Board Ratification					\$	126,074.00

This report identifies transfers made during the month that did not require advance Governing Board approval. These transfers have been approved by either the Executive Director, or designee, or the Finance Bureau Chief consistent with Budget Authority Transfer of Funds Board Policy, and are presented to the Governing Board as a Submit and File Report. This Board Policy limits transfers made for a purpose other than the original budget intent to \$75,000. However, transfers made for accounting reallocation purposes consistent with original budget intent are not limited.

4. Resource Management

Governing Board Meeting

June 22, 2021

4. RESOURCE MANAGEMENT COMMITTEE

- 4.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion.....247
- 4.2 **Discussion:** Information Only: Polk Regional Water Cooperative – Southeast Polk Wellfield Lower Floridan Aquifer Test Production Well No 3 Project (Q294), Approval and Transfer of PRWC Resolution Funds.....248

RESOURCE MANAGEMENT COMMITTEE

June 22, 2021

Discussion: Information Only: Consent Item(s) Moved to Discussion

Presenter:

Jennette M. Seachrist, P.E., Division Director, Resource Management

RESOURCE MANAGEMENT COMMITTEE**June 22, 2021****Discussion: Information Only: Polk Regional Water Cooperative – Southeast Polk Wellfield Lower Floridan Aquifer Test Production Well No 3 Project (Q294), Approval and Transfer of PRWC Resolution Funds***Purpose*

The purpose of this item is to request approval for a third Lower Floridan Aquifer (LFA) production well testing project to support the Polk Regional Water Cooperative's (PRWC) Southeast Wellfield.

Background/History

With the District's encouragement, the PRWC is developing future alternative water supplies within the Southern Water Use Caution Area (SWUCA) and the Central Florida Water Initiative (CFWI), where traditional water sources are nearing their sustainable limits, and alternative water sources are needed to meet the projected demands.

The Southeast Wellfield project is one of four PRWC projects that are utilizing funds from District Resolutions 15-07 and 18-06 for the feasibility, design, and construction of new water supplies. Since FY2015, the District has set aside \$55,000,000 of resolution funds to the Polk Partnership to incentivize the PRWC's formation and the development of regional alternative water supplies, and over \$38,800,000 is currently available in the fund for the continued development of Board-approved regional water supply projects in Polk County.

The conceptualization of the Southeast Wellfield Project was supported in 2010 by the first exploratory LFA test well project undertaken by the South Florida Water Management District and Polk County Utilities. The test well site was located near Highway 630, approximately 13 miles southeast of Lake Wales, and one of the test wells constructed for that project will likely be converted to the southernmost production well. The second LFA test site was located approximately 9 miles north of the first site, at the planned water treatment facility grounds. The second test was completed in 2019 by the PRWC and District as part of the Southeast Wellfield's conceptual and preliminary design phase (N905). A third-party review of the Southeast Wellfield's conceptual design in 2019 recommended that an additional test well be constructed within the 9 mile length of the proposed wellfield, as hydrogeology and water quality vary considerably between the two sites. The third test well site is proposed at a location approximately 3 miles north of the first test site, where the conceptual wellfield design identifies a production well location.

The Southeast Polk LFA Test Production Well No 3 Project will consist of construction of a test production well and a parallel monitor well with open intervals in the planned LFA production zone to test the aquifer's properties. Shallower monitor wells will be constructed to measure potential drawdown in the upper and surficial aquifers. Testing will include step-drawdown and long-term aquifer performance pumping tests, water quality sampling, and geophysical logging.

Benefits/Costs

The benefits of conducting this third test production well study on an accelerated schedule include confirmation that the LFA water quality and available yields are similar to the favorable conditions

observed at the first test site, support for modeling of potential impacts to the Upper Floridan aquifer or surface water bodies at various pumping intensities, and interpolation of aquifer properties across the planned wellfield to help refine the design and materials needed for construction cost estimates. The test production well will be converted to a future production well. In the event that the well is not used by the PRWC for water supply, the District would take ownership of the well site as a monitor station. The Southeast Polk LFA Test Production Well No 3 Project cost is estimated at \$4,125,000; with the District share \$2,062,500. Funds are available from the Polk Partnership Resolution Funds (H094) that have been set aside based on Governing Board Resolutions 15-07 and 18-06.

Staff Recommendation:

Authorize staff to execute a cooperative funding agreement with the PRWC for the LFA Test Production Well No 3 Project (Q294) and approve the transfer of \$2,062,500 from the Polk Partnership Resolution Fund (H094) to the project.

Presenter:

Eric DeHaven, P.G., Assistant Director, Resource Management Division

Project No. Q294	Study – Polk Regional Water Cooperative - Southeast Polk Wellfield Lower Floridan Aquifer Test Production Well No 3 Project			
PRWC	FY2021			
Risk Level: Type 2			Multi-Year Contract: No, Year 1 of 1	
Description				
Description:	A hydrogeologic investigation to continue evaluating the development of a brackish groundwater wellfield in the Lower Floridan aquifer in Polk County. The project includes the construction of one exploratory/production well, up to three monitor wells, and associated testing. An aquifer performance test and water quality sampling will be conducted.			
Measurable Benefit:	The contractual Measurable Benefit will be the construction of an exploratory/production well, monitor wells and completion of a report that produces hydrologic information on the Lower Floridan aquifer for the purpose of a potential alternative water supply (AWS).			
Costs:	Total project cost: \$4,125,000 (construction, permitting, testing); PRWC: \$2,062,500. District: \$2,062,500.			
Evaluation				
Application Quality:	Medium	Application included most of the required information identified in the CFI guidelines.		
Project Benefit:	High	The benefit of this project is an enhancement of groundwater resource data to improve groundwater models and management of the aquifer in the Southern Water Use Caution Area “SWUCA” and to evaluate the potential for an additional alternative water supply in the "Ridge Lakes" area of the Central Florida Water Initiative (CFWI).		
Cost Effectiveness:	Medium	The study costs are consistent with costs for the Southeast Wellfield exploratory well testing co-funded by the District as a part of the Conceptual Design of the Southeast Wellfield Project (N905) and adjusted for current market conditions.		
Past Performance:	High	Based upon an assessment of the schedule and budget for the 7 ongoing projects.		
Complementary Efforts:	High	Applicant will provide wholesale alternative water supplies to participating PRWC members.		
Project Readiness:	High	The project is ready to begin on or before October 1, 2021.		
Strategic Goals				
Strategic Goals:	High	Strategic Initiative – Alternative Water Supplies: Increase development of alternative sources of water to ensure groundwater and surface water sustainability. Heartland Region Priority: Implement Southern Water Use Caution Area (SWUCA) Recovery Strategy		
Overall Ranking and Recommendation				
Fund as a High Priority	This project will continue the evaluation of brackish water from the Lower Floridan aquifer as a potential alternative water source to meet the strategic initiative of developing alternative water supplies to sustain existing traditional freshwater sources in the CFWI, Heartland Region, and SWUCA. The test production well will be converted to a future production well. In the event that the well is not used by the PRWC for water supply, the District would take ownership of the well site as a monitor station.			
Funding				
Funding Source	Prior	FY2021	Future	Total
District	\$0	\$2,062,500	\$0	\$2,062,500
PRWC	\$0	\$2,062,500	\$0	\$2,062,500
Total	\$0	\$4,125,000	\$0	\$4,125,000

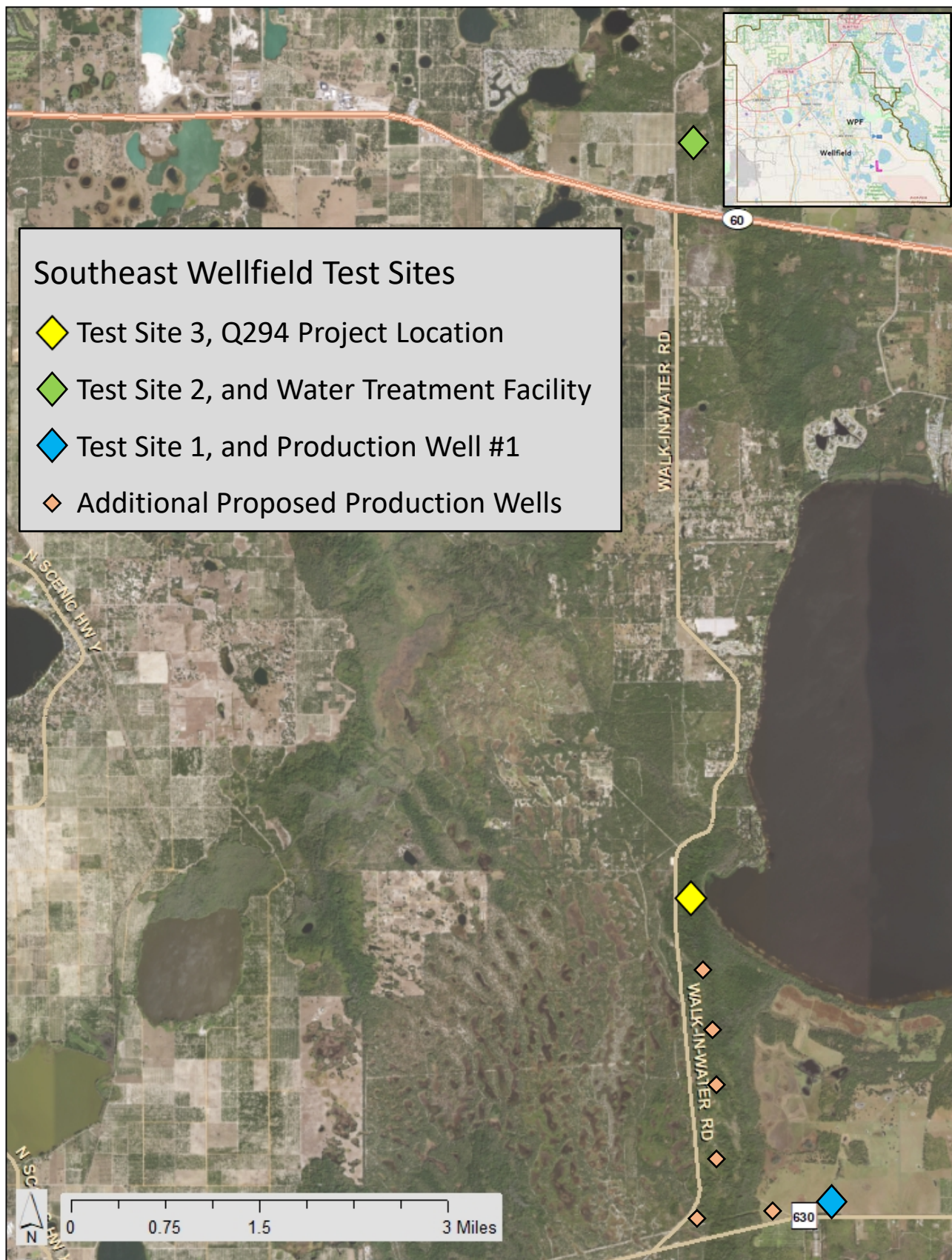


Exhibit 2. Figure of Q294 Project Site Location and other test well sites

Governing Board Meeting

June 22, 2021

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

- 5.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion..... 252
- 5.2 **Discussion:** Information Only: Hydrologic Conditions Report..... 253

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

June 22, 2021

Discussion: Information Only: Consent Item(s) Moved to Discussion

Presenter:

Brian S. Starford, P.G., Division Director, Operations, Lands and Resource Monitoring

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**June 22, 2021****Discussion: Information Only: Hydrologic Conditions Report**

Summary of Conditions

- May historically marks the last month of the eight-month dry season (October-May) and monthly rainfall totals were significantly below-normal in all three regions of the District.
- Rainfall: Provisional monthly rainfall totals were very low, regionally variable and associated with seasonally transitional weather (i.e., diminished frontal systems; increased convective rainstorms) that was intermixed with high pressure and dry air that inhibited more rainfall and tropical moisture from entering the area. The District-wide 12-month cumulative rainfall total declined and ended the month at a deficit of 3.76 inches below the long-term historical average. The rainfall deficit is now greatest in the southern counties at 5.52 inches below the mean.
- Streamflow: Streamflow decreased at all twelve monitoring stations. Nine stations ended the month in the normal range, while three stations ended the month below normal. Regional streamflow, based on three index rivers, was within the normal range in the northern region, while below normal in the central and southern regions.
- Groundwater: Regional aquifer levels decreased in all three regions of the District, while remaining within their respective normal ranges.
- Lake Levels: Regional lake levels decreased in all four lake regions. The Northern, Tampa Bay and Lake Wales Ridge regions ended the month below the annual normal range, while the Polk Uplands region ended the month within normal levels.
- Overall: Most hydrologic indicators throughout the District declined during May. NOAA continues to predict above-normal rainfall for the upcoming rainy season (June through September) however extended drier-than-normal rainfall conditions during those months would worsen overall hydrologic conditions. The risk for wildfire is currently high in most areas.

Staff Recommendation:

This item is provided for the Board's information only, and no action is required.

Presenter:

Granville Kinsman, Hydrologic Data Manager

6. Regulation

Governing Board Meeting

June 22, 2021

6. REGULATION COMMITTEE

- 6.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion..... 254
- 6.2 **Discussion:** Action Item: Denials Referred to the Governing Board..... 255
- 6.3 **Discussion:** Information Only: Overpumpage Discussion..... 256

REGULATION COMMITTEE

June 22, 2021

Discussion: Information Only: Consent Item(s) Moved to Discussion

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation

REGULATION COMMITTEE

June 22, 2021

Discussion: Action Item: Denials Referred to the Governing Board

District Rule 40D-1.6051, Florida Administrative Code, provides that if District staff intends to deny a permit application, the applicant will be advised of the opportunity to request referral to the Governing Board for final action. Under these circumstances, if an applicant or petitioner requests their application or petition be referred to the Governing Board for final action, that application or petition will appear under this agenda item for consideration. As these items will be presented at the request of an outside party, specific information may not be available until just prior to the Governing Board meeting.

Staff Recommendation:

If any denials are requested to be referred to the Governing Board, these will be presented at the meeting.

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation

REGULATION COMMITTEE

June 22, 2021

Discussion: Information Only: Overpumpage Discussion

Staff will provide an overview of compliance evaluation and enforcement for permits identified as overpumping the authorized annual average quantities provided for in the Water Use Permit.

Staff Recommendation:

This item is provided for the Board's information only, and no action is required.

Presenters:

Darrin Herbst, P.G., Bureau Chief, Water Use Permit Bureau

Chris Tumminia, Esq., General Counsel, Office of General Counsel

7. General Counsel's Report

GENERAL COUNSEL'S REPORT

June 22, 2021

Discussion: Information Only: Consent Item(s) Moved to Discussion

Presenter:

Karen West, General Counsel

8. Committee/Liaison Reports

COMMITTEE/LIAISON REPORTS

June 22, 2021

Discussion: Information Only: Industrial Advisory Committee

Presenter:

Ashley Bell Barnett, Board Member

COMMITTEE/LIAISON REPORTS

June 22, 2021

Discussion: Information Only: Public Supply Advisory Committee

Presenter:

Ed Armstrong, Board Member

9. Executive Director's Report

EXECUTIVE DIRECTOR'S REPORT

June 22, 2021

Discussion: Information Only: Executive Director's Report

Presenter:

Brian J. Armstrong, P.G., Executive Director

CHAIR'S REPORT

June 22, 2021

Discussion: Information Only: Chair's Report

Presenter:

Chair's Report

CHAIR'S REPORT

June 22, 2021

Discussion: Information Only: Employee Milestones

Staff Recommendation:

Information Only

Presenter:

Kelly S. Rice, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	06/13/2016	Chris Tumminia	Deputy General Counsel	Tampa	Office of General Counsel	2021	06/13/2021
5	06/27/2016	Ahmed Hamed	Professional Engineer	Brooksville	Water Resources	2021	06/27/2021
5	06/27/2016	Stephanie Griffith	Document Imaging Technician	Brooksville	General Services	2021	06/27/2021
10	06/27/2011	Mike Mullarkey	Office Services Supervisor	Brooksville	General Services	2021	06/27/2021
25	06/19/1996	Michelle Hopkins	Regulation Director	Tampa	Office of Executive	2021	06/19/2021