

Governing Board Meeting

Agenda and Meeting Information

March 23, 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

**MARCH 23, 2021
9:00 AM**

**BROOKSVILLE OFFICE
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 WaterMatters.org. All or part of this meeting may be conducted by means of communications media technology.
- › 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 Additions/Deletions to Agenda
- 1.4 Public Input for Issues Not Listed on the Published Agenda

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Springs Protection Awareness Month Resolution
- 2.2 **Operations, Lands and Resource Monitoring Committee:** Relocation of Access Easement for the Lake Tarpon Outfall Canal SWF Parcel No. 16-001-155
- 2.3 **General Counsel's Report:** Governing Board Concurrence - SWFWMD Emergency Order - Emergency Measures Made Necessary by Covid-19
- 2.4 **General Counsel's Report:** Authorization to Issue Administrative Complaint and Order - Well Abandonment Violations - Waylon J. Howard - License Number 9247 - CT 398945 - Hillsborough County
- 2.5 **General Counsel's Report:** Initiation and Approval of Rulemaking to Repeal the Sunsetting Northern Tampa Bay Water Use Caution Area Recovery Strategy Comprehensive Environmental Resources Recovery Plan
- 2.6 **General Counsel's Report:** Acquisition of Mineral Rights - Myakkahatchee Creek Project - SWF Parcel Nos. 21-694-102 and 21-694-103C
- 2.7 **Executive Director's Report:** Approve Governing Board Minutes - February 23, 2021

3. FINANCE/OUTREACH & PLANNING COMMITTEE

- 3.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Information Only: Cybersecurity & Water Supply System Security Overview
- 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: Septic Tank and Package Plant Conversion Projects Update

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

- 5.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion
- 5.2 **Discussion:** Action Item: Offer for Surplus Lands - Lake Panasoffkee Project (LP-1), SWF Parcel No. 19-528-154S

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

7. GENERAL COUNSEL'S REPORT

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

7.2 **Discussion:** Action Item: Central Florida Water Initiative Rulemaking Update and Consideration of Polk County Cooperative Funding Initiative Commitments

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 January 12, 2021

OFFICERS	
Chair	Kelly S. Rice
Vice Chair	Joel Schleicher
Secretary	Rebecca Smith
Treasurer	James Murphy

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

RESOURCE MANAGEMENT COMMITTEE
Seth Weightman
Jack Bispham
Ed Armstrong
Michelle Williamson

REGULATION COMMITTEE
Roger Germann
Joel Schleicher
Rebecca Smith

FINANCE/OUTREACH AND PLANNING COMMITTEE
James Murphy
Rebecca Smith
Ed Armstrong
Ashley Bell Barnett

** 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	Ashley Bell Barnett
Public Supply Advisory Committee	Ed Armstrong
Well Drillers Advisory Committee	Seth Weightman

OTHER LIAISONS	
Central Florida Water Initiative	James Murphy
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**

3/10/2021

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
May 25, 2021 – 9:00 a.m., Tampa Office
June 22, 2021 – 9:00 a.m., Brooksville Office
July 27, 2021 – 9:00 a.m., Tampa 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, 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, 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
March 23, 2021

1. CONVENE PUBLIC MEETING

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CONVENE PUBLIC MEETING

March 23, 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

March 23, 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

March 23, 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

March 23, 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

March 23, 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:** Springs Protection Awareness Month Resolution..... 8
- 2.2 **Operations, Lands and Resource Monitoring Committee:** Relocation of Access Easement for the Lake Tarpon Outfall Canal SWF Parcel No. 16-001-155 10
- 2.3 **General Counsel's Report:** Governing Board Concurrence - SWFWMD Emergency Order - Emergency Measures Made Necessary by Covid-19..... 16
- 2.4 **General Counsel's Report:** Authorization to Issue Administrative Complaint and Order - Well Abandonment Violations - Waylon J. Howard - License Number 9247 - CT 398945 – Hillsborough County..... 25
- 2.5 **General Counsel's Report:** Initiation and Approval of Rulemaking to Repeal the Sunsetting Northern Tampa Bay Water Use Caution Area Recovery Strategy Comprehensive Environmental Resources Recovery Plan 27
- 2.6 **General Counsel's Report:** Acquisition of Mineral Rights - Myakkahatchee Creek Project – SWF Parcel Nos. 21-694-102 and 21-694-103C 49
- 2.7 **Executive Director's Report:** Approve Governing Board Minutes - February 23, 2021 67

CONSENT AGENDA

March 23, 2021

Finance/Outreach and Planning Committee: Springs Protection Awareness Month Resolution

Purpose

To request that the Governing Board approve a resolution declaring April 2021 as “Springs Protection Awareness Month.”

Background/History

There are more than 150 documented springs as well as thousands of undocumented springs and seeps in the District. The District has five first-magnitude spring groups that collectively discharge more than one billion gallons of water per day. These springs are important for their ecological value and their economic impact on local communities.

The District, in partnership with various stakeholders, is committed to implementing studies, projects and programs to conserve and improve the ecological balance of these spring systems, thereby supporting regional economies and quality of life. The District has been a lead technical agency in springs protection and improvement for more than a decade and has taken a comprehensive approach to protect the region’s springs, which includes water conservation, restoration, planning, communication and education, monitoring, research and development, regulation, and land acquisition and management.

“Springs Protection Awareness Month” – The Florida House and Senate are expected to file resolutions declaring April 2021 “Springs Protection Awareness Month” as they have done in years past. The state’s springs are essential to the environment, economy, citizens and visitors of the state. On a more local level, staff support a Governing Board resolution to recognize the importance of our springs. The resolution for the Committee’s consideration and recommendation for approval is provided as an exhibit.

Staff Recommendation:

Approve and execute Resolution No. 21-02, attached as an exhibit, declaring April 2021 as “Springs Protection Awareness Month.”

Presenter:

Melissa Gulvin, Communications Manager

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 21-02

**PROCLAIMING APRIL 2021 as
“SPRINGS PROTECTION AWARENESS MONTH”**

WHEREAS, Florida's springs are essential to the environment, economy, residents and visitors of the state; and

WHEREAS, there are more than 150 documented springs as well as thousands of undocumented springs and seeps in the Southwest Florida Water Management District; and

WHEREAS, the District has five first-magnitude spring groups that collectively discharge more than one billion gallons of water per day; and

WHEREAS, these groups are important not only for their ecological value but also for their economic impact on the communities that call these areas home; and

WHEREAS, the District, in partnership with the various stakeholders, is committed to implementing projects to conserve and restore the ecological balance of these spring systems, thereby supporting regional economies and quality of life.

THEREFORE, BE IT RESOLVED that the Southwest Florida Water Management District hereby proclaims the month of April 2021 as “SPRINGS PROTECTION AWARENESS MONTH.”

BE IT FURTHER RESOLVED that the Southwest Florida Water Management District shall continue to implement an adaptive management strategy to protect the region's springs through restoration, planning, communication and education, monitoring, research and development, regulation, conservation, and land acquisition and management.

BE IT FURTHER RESOLVED that the Chair and Secretary of the Governing Board are hereby authorized to affix their signatures to the Resolution on behalf of the Board.

PASSED AND ADOPTED in Brooksville, Hernando County, Florida, on this twenty third day of March 2021.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Kelly S. Rice, Chair

Attest: _____
Rebecca Smith, Secretary

CONSENT AGENDA

March 23, 2021

Operations, Lands and Resource Monitoring Committee: Relocation of Access Easement for the Lake Tarpon Outfall Canal SWF Parcel No. 16-001-155

Purpose

The purpose of this item is to recommend approval and execution by the Governing Board of this Access Easement (Easement), included as Exhibit 1, between the District and Pinellas County in support of the Pinellas Trail Loop North Gap Segment Project. This Easement is required to ensure the District's continued access to the Tarpon Outfall Canal (Canal). A location map and aerial are included as Exhibit 2 and Exhibit 3, respectively.

Background

Pinellas County (County) and Forward Pinellas adopted the Countywide Trailways Plan that includes a 75-mile trail loop. There are two (2) remaining gaps in the Pinellas Trail Loop. The north gap of the Trail is 9.6 miles in length and will connect the northern terminus of the Pinellas Trail Loop to the existing segment of the Duke Energy Trail. The internal County project team members and the contracted design-build team identified four properties for potential acquisition. County Staff reviewed the trail options for location and the requirements to ensure a minimal number of properties were impacted. During plan review it was discovered the District's current access to the Canal will be adversely impacted by the Pinellas Trail Loop North Gap bridge. Once built, the bridge will be adjacent to the southbound McMullen Booth Road exit and will cross the Canal encroaching on the current easement which is provided by a 40' wide easement that lies perpendicular to the Canal. The Pinellas Trail Loop North Gap bridge will create a condition whereby District vehicles will be unable to pass beneath the bridge. To restore access in-kind, County staff negotiated an asphalted pathway that will be built for District vehicles to utilize for Canal access. This Easement lies over and upon this asphalted pathway and provides the District the right to enter over and upon the property for Canal access.

Benefit/Costs

The District's access to the Tarpon Outfall Canal will be maintained when the Pinellas Trail North Loop Bridge is constructed. There is no cost to the District for this project.

Deliverables/Accountability

Grantor will maintain the Easement area as determined necessary by Grantor.

Staff Recommendation:

Approve and Accept the Easement for relocation of the Access Easement

Presenter:

Ellen Morrison, Land Resources Bureau Chief

Project: Pinellas Loop Trail North Segment
PID No.: 000967A

Prepared by and return to:

Pinellas County Department of Administrative Services
Facilities and Real Property Division
Attn: Rebecca Lishefski
509 East Avenue South
Clearwater, FL 33756

Non-Exclusive Perpetual Access Easement

This Easement is made and entered into this _____ day of _____, 20__, by PINELLAS COUNTY, a political subdivision of the State of Florida, whose mailing address is 509 East Avenue South, Clearwater, Florida 33756, hereinafter referred to as the "GRANTOR", and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation, whose mailing address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "GRANTEE".

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration from GRANTEE to GRANTOR, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to GRANTEE a non-exclusive, perpetual access easement to enter upon, over and across and to use the lands more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Area") for GRANTEE to access the Lake Tarpon Outfall Canal, subject to the terms and conditions herein.

GRANTEE acknowledges that the Pinellas County project referenced herein will impact GRANTEE'S existing access easement recorded in Official Records Book 3207 Pages 746-749, that this easement is being granted in consideration of the same, and that as long as the GRANTEE'S need to access the Lake Tarpon Outfall Canal and this or a replacement access easement remains in place, GRANTEE shall have no claim for impairment of GRANTEE's previously existing access easement. If GRANTOR unencumbers GRANTEE's existing access easement, then this easement shall extinguish and be of no further effect, and GRANTEE hereby agrees to execute documentation to memorialize the same.

GRANTOR shall maintain the Easement Area as determined necessary in the GRANTOR's reasonable discretion. Notwithstanding, however, necessary repairs beyond those due to ordinary wear and tear shall be undertaken by the GRANTOR at GRANTEE's sole cost and expense. GRANTEE shall not make improvements to the Easement Area without the written consent of the GRANTOR.

GRANTEE shall exercise all its rights contained in this Easement in the least intrusive manner so as not to interfere with GRANTOR's use of its property. GRANTOR reserves the right to use the Easement Area in any manner not inconsistent with this Easement. In the event the GRANTOR requires this Easement Area in the future for public use and purposes as determined in its sole and reasonable discretion, GRANTOR may terminate this Easement by providing at least 60 days' notice to GRANTEE and relocating the GRANTEE'S access easement to an alternative location that provides for reasonable access to the Lake Tarpon Outfall Canal.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns, successors, and tenants of the parties hereto. Except for early termination as provided in the preceding paragraph, this Easement may be amended or modified only by an instrument signed by GRANTOR and GRANTEE.

GRANTEE hereby agrees to protect, indemnify and hold harmless the GRANTOR from and against any and all liabilities, losses, or damages arising on account of, relating to, in connection with the negligent use of the Easement Area by the GRANTEE, including its employees, agents, invitees and permittees. This provision shall not be construed as a waiver of either party's sovereign immunity or further limitation thereof beyond the limits established in Section 768.28, Florida Statutes, nor consent to be sued by third parties in any manner arising out of the rights granted, exercised, or reserved herein.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed the last day and year last written below.

WITNESSES:

GRANTOR:
PINELLAS COUNTY, FL

By: Rebecca Lishefski

By: Joe Lauro Dir Admin Svs
Joseph Lauro, Director
Department of Administrative Services

Rebecca Lishefski
Print Name

By: Josue Rosado

Date: 12/1/2020

[Signature]
Print Name

APPROVED AS TO FORM

By: Chelsea Hardy
Office of the County Attorney

WITNESSES:

GRANTEE:
Southwest Florida Water Management District

By: _____

Print Name: _____

Date: _____

Exhibit A

Legal Description Parcel 16-001-155 (P805)

An irregular shaped tract of land, lying in the Southwest 1/ 4 of Section 9, Township 28 South, Range 16 East, and being more particularly described as follows:

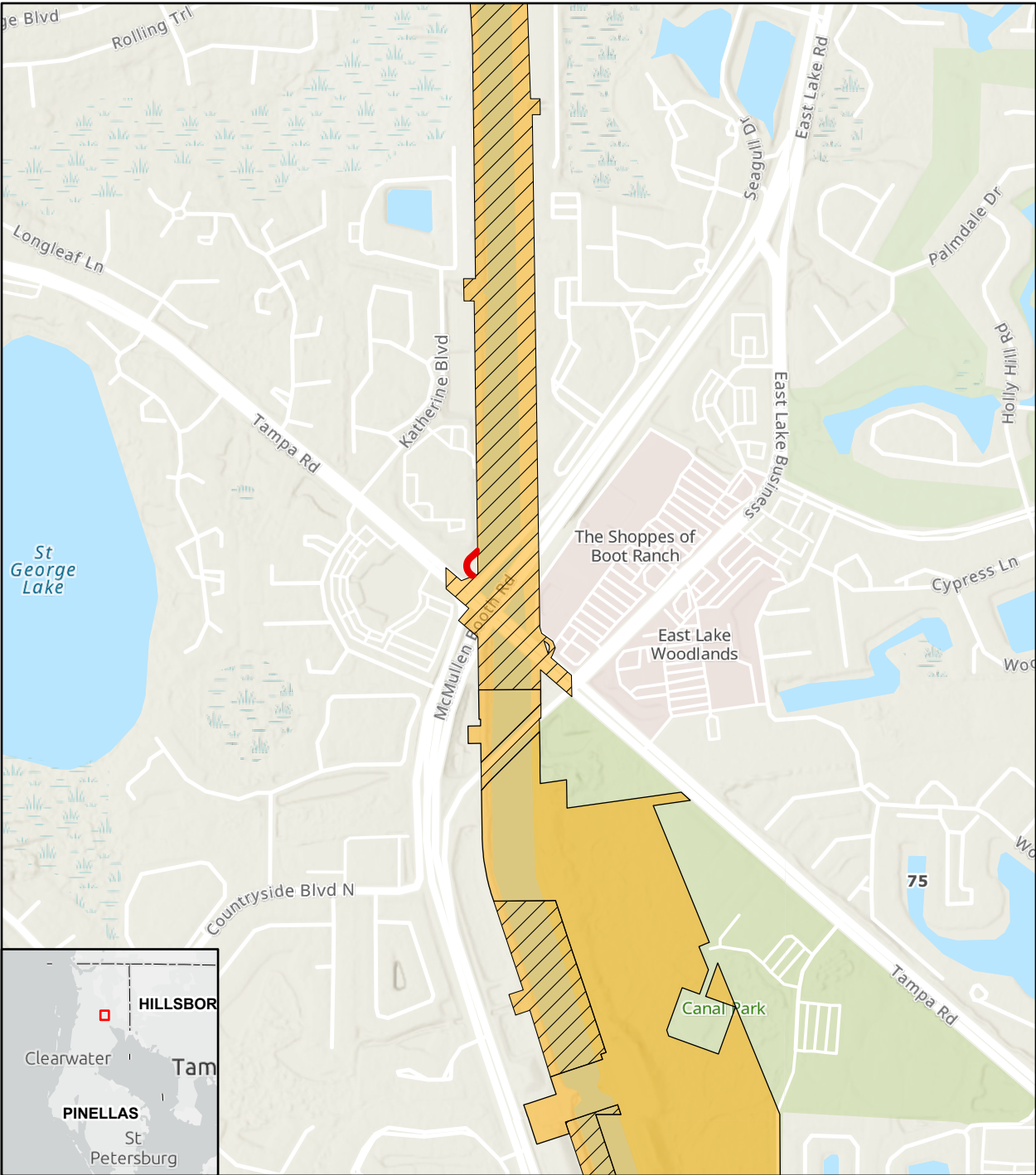
COMMENCE at the Southwest corner of The Vinings Club at Boot Ranch as recorded in Plat Book 1 15, Pages 91-93 of the Public Records of Pinellas County, Florida; thence along existing Westerly right of way line of County Road 611 (McMullen Booth Road) S 53°39'54" W, 219.36 feet to the point of curvature of a curve concave to the Southeast, having a radius of 575.00 feet; thence continue along said right of way line 14.48 feet along the arc of said curve, through a central angle of 01°26'34" and having a chord bearing and distance of S 52°56'37" W, 14.48 feet to a point on the West line of a 40 foot Perpetual Easement as recorded in Official Records Book 3207, Page 746 of the Public Records of Pinellas County and the POINT OF BEGINNING; thence along said West line of the 40 foot Perpetual Easement, S 00°45'24" E, 20.76 feet; thence departing said West line, S 48°00'00" W, 55.31 feet to the point of curvature of a curve concave to the East, having a radius of 59.00 feet; thence 100.92 feet along the arc of said curve, though a central angle of 98°00'34" and having a chord bearing and distance of S 01°00'17" E, 89.06 feet to the point of tangency; thence S 50°00'34" E, 24.66 feet to a point on the aforementioned 40 foot Perpetual Easement; thence along said 40 foot Perpetual Easement line S 68°08'29" W, 17.70 feet; thence departing said Easement line N 50°00'34" W, 16.31 feet to the point of curvature of a curve concave to the East, having a radius of 74.61 feet; thence 127.63 feet along the arc of said curve, though a central angle of 98°00'34" and having a chord bearing a distance of N 01°00'17" W, 112.63 feet to the point of tangency; thence N 48°00'00" E, 69.00 feet to the POINT OF BEGINNING.

Containing 3,074 square feet (0.071 acres), more or less.

Approved for use by the Survey Section 01-14-2020, W.O. 20-087.

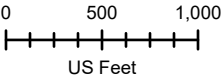
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Exhibit 2 **SWF Parcel No. 16-001-155**



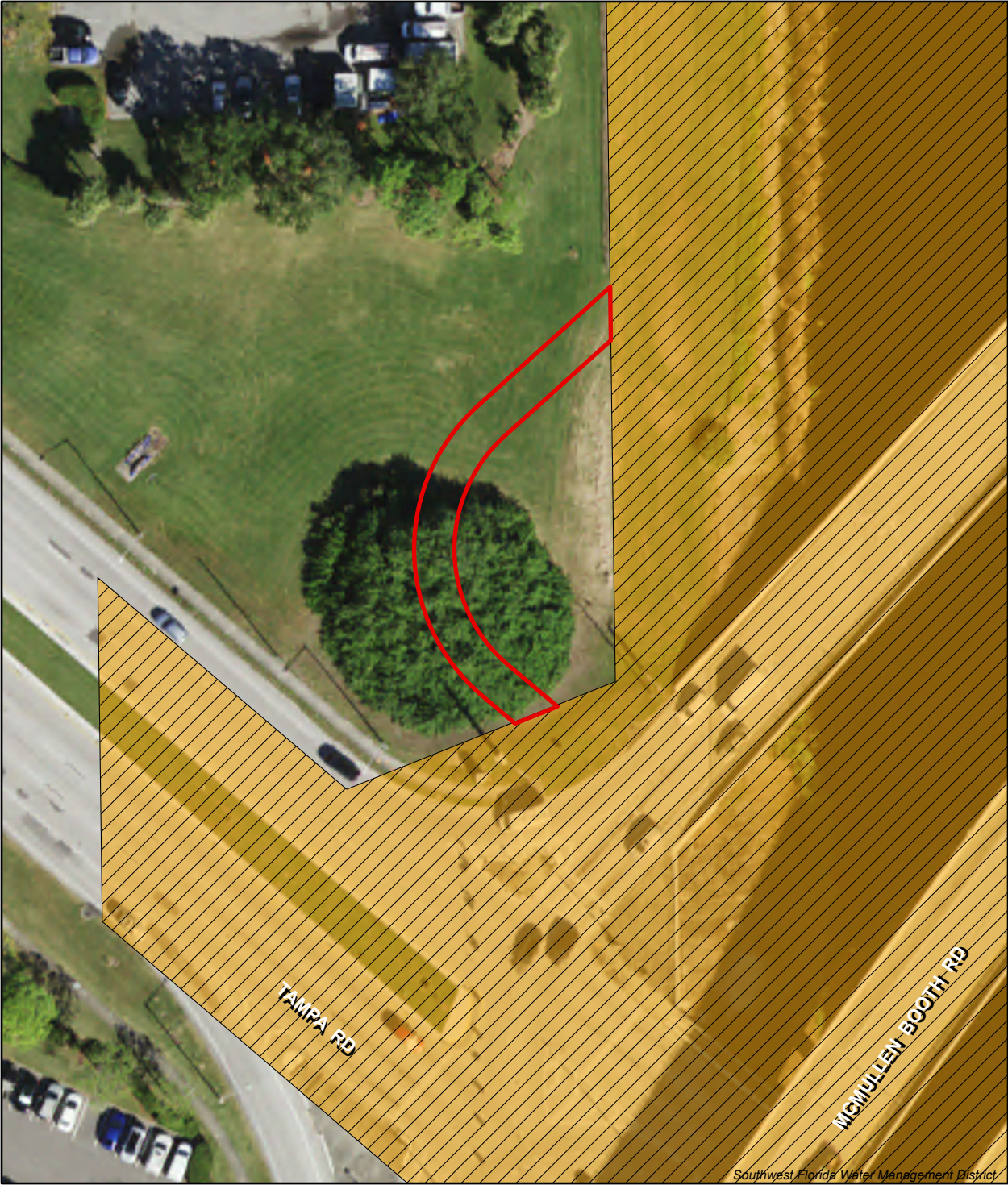
Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, County of Pinellas, FDEP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS



- Proposed Trail Loop - SWF Parcel No. 16-001-155
- District Fee Simple Ownership
- District Owned Easement

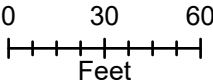


Southwest Florida
Water Management District

Exhibit 3
SWF Parcel No. 16-001-155



-  Proposed Trail Loop - SWF Parcel No. 16-001-155
-  District Owned Easement



CONSENT AGENDA

March 23, 2021

General Counsel's Report: Governing Board Concurrence - SWFWMD Emergency Order - Emergency Measures Made Necessary by Covid-19

On December 30, 2020, the District's Executive Director issued the Sixth Amended and Restated Emergency Order No. SWF 20-054 in accordance with the Governor's Executive Order No. 20-52 (and subsequent amendments) declaring a state of emergency throughout Florida due to the Novel Coronavirus Disease 2019 (COVID-19). The Sixth Amended and Restated Emergency Order extended the duration of the Emergency Order No. SWF 20-046 through February 27, 2021, and provided for the following narrowly tailored measures to assist the immediate need for action:

- Extension of permitting deadlines
- Provision for conducting safe public meetings

The Governor's Executive Orders and Section 373.119, Florida Statutes, authorize local agencies and governments to take actions necessary to meet a public health emergency. Such actions may include, among others, waiving the procedures and formalities otherwise required to perform public work as necessary to ensure the health, safety, and welfare of the community. On January 26, 2021, the District's Governing Board concurred with the Executive Director's findings and approved the Fifth Amended and Restated Emergency Order.

On February 26, 2021, the Governor issued Executive Order No. 21-45 to extend the declaration of emergency due to COVID-19 through April 27, 2021. The District's Executive Director and staff have similarly found that an extension of the District's Emergency Order is necessary to meet the ongoing public health emergency. As a result, the Executive Director issued the Seventh Amended and Restated Emergency Order No. SWF 21-007 on March 1, 2021 to extend the duration of the District's Emergency Order through April 27, 2021. The expiration date is consistent with the expiration date of both the Governor's Executive Orders and the Department of Environmental Protection's Seventh Amended and Restated Emergency Order No. 20-0239. Furthermore, Emergency Order 21-007 provides that the District may conduct in-person public meetings or hearings in accordance with CDC guidelines during the term of the Order to encourage public engagement while protecting public health. If approved, Emergency Order 21-007 would remain in effect until April 27, 2021, unless terminated or extended by further order.

Staff Recommendation:

Approve the Seventh Amended and Restated Emergency Order No. SWF 21-007 and concur with the Executive Director's determinations regarding the state of emergency and the actions necessary to meet the emergency.

Presenter:

Christopher A. Tumminia, Deputy General Counsel

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

IN RE:

EMERGENCY ORDER DUE TO
THE EFFECTS OF COVID-19

SEVENTH AMENDED AND RESTATED EMERGENCY ORDER NO. SWF 21-007

Under the authority of Sections 120.569(2)(n), 252.36, 252.46, and 373.119(2), Florida Statutes (F.S.), and upon consideration of State of Florida Executive Order Nos. 20-52, 20-114, 20-166, 20-213, 20-276, 20-316, and 21-45, the Florida Department of Environmental Protection's Seventh Amended and Restated Emergency Final Order No. 20-0239, and the following findings of fact, the Southwest Florida Water Management District (District) enters this Seventh Amended and Restated Emergency Order (Order), including Findings of Fact and Conclusions of Law, in response to the imminent or immediate danger to the public health, safety, and welfare of the citizens residing within the District caused by the Novel Coronavirus Disease 2019 (COVID-19). This Seventh Amended and Restated Emergency Order amends and extends the provisions of the Sixth Amended and Restated Emergency Order No. SWF 20-054, entered on December 30, 2020:

FINDINGS OF FACT

1. The District is a public corporation charged with the responsibility to conserve, protect, manage, and control the water resources within the 16 counties designated within its geographic boundaries (Emergency Area), and to administer and enforce Chapter 373, F.S. The District issues authorizations for use of sovereign submerged lands pursuant to Chapters 253 and 373, F.S., and permits in accordance

with the various procedures and deadlines set forth in Chapters 120, 373, and 403, F.S., and rules promulgated thereunder in Chapters 18-20, 18-21, 28, 40D, and 62-330, Florida Administrative Code.

2. COVID-19 is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza.

3. In late 2019, a new and significant outbreak of COVID-19 emerged in China. Since the initial outbreak, COVID-19 has now been detected in more than 100 locations internationally, including the United States. As a result, the World Health Organization has declared COVID-19 a pandemic.

4. Positive cases of COVID-19 have been detected in the state of Florida. On March 1, 2020, pursuant to the Governor's Executive Order No. 20-51, the State of Florida's Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19. The Governor also directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 1 to provide a coordinated response to the COVID-19 emergency.

5. By State of Florida Executive Order Nos. 20-52, 20-114, 20-166, 20-213, 20-276, 20-316, and 21-45 (Executive Orders), the Governor declared that a state of emergency exists throughout the state of Florida. Subsequently, the Florida Department of Environmental Protection issued and extended Emergency Final Order No. 20-0239 providing certain measures to be taken to implement the Governor's Executive Order and meet the exigencies of the public health emergency.

6. The District's Executive Director finds that the effects of COVID-19 create an ongoing state of emergency threatening the public health, safety, welfare, and property throughout the Emergency Area. As a result of the emergency, immediate action is necessary.

7. In accordance with recommendations from the Centers for Disease Control and Prevention (CDC) and other health organizations, many employees of companies and government entities are working remotely to minimize the risk of spreading COVID-19. On March 16, 2020, President Trump and the CDC issued the 15 days to Slow the Spread guidance advising individuals to adopt far reaching social distancing measures such as working from home and avoiding gatherings of more than 10 people.

8. COVID-19 may cause disruption in supply chains and the labor force, thereby impacting the ability of many regulated entities to meet certain regulatory deadlines. Therefore, the District's Executive Director finds that it is appropriate to extend certain regulatory deadlines by 30 days to accommodate disruptions. This Order does not provide relief from any other regulatory requirements, including those of other federal, state, or local agencies. This Order likewise does not provide relief from the District's compliance and enforcement activities. The District will continue to carry out all inspections, testing, data and file reviews, and other compliance verification activities to ensure full compliance with regulatory requirements. In the event of noncompliance with any such requirements, the District will continue to fully execute its compliance and enforcement duties to the extent required by law.

9. The District's Executive Director finds that in-person public meetings and hearings pose a potential risk to the health and safety of employees and the public unless

appropriate safety protocols are implemented. Accordingly, public meetings and hearings may be held in-person in accordance with CDC guidelines to minimize the risk of spreading COVID-19. The District will continue to provide access to public meetings and hearings by electronic means to encourage public engagement while protecting public health.

10. Section 373.119(2), F.S., provides that whenever the executive director, with the concurrence and advice of the governing board, finds that an emergency exists requiring immediate action to protect the public health, safety, or welfare of the citizens of the state of Florida, the executive director may, without prior notice, issue an order reciting the existence of such an emergency and require that such action be taken as the executive director deems necessary to meet the emergency.

11. The District's Executive Director finds that immediate, strict compliance with the provisions of the statutes, rules, or orders noted within this Order would prevent, hinder, or delay necessary action in coping with the emergency, and that the actions authorized under this Order are narrowly tailored to address the immediate need for action and are procedurally appropriate under the circumstances.

CONCLUSIONS OF LAW

12. Based on the findings recited above, it is hereby concluded that the emergency caused by COVID-19 poses an immediate danger to the public health, safety, or welfare and requires an immediate order of the District.

13. This Order is issued to carry out the directives in the Executive Orders, which were issued under the authority of article IV, section 1(a) of the Florida Constitution, and in concert with the Florida Department of Environmental Protection's Seventh

Amended and Restated Emergency Final Order No. 20-0239. Additionally, under the Executive Orders and Sections 120.569(2)(n), 252.36, 252.46, and 373.119(2), F.S., the District's Executive Director is authorized to issue this Order.

14. Suspension of statutes and rules as noted within this Order is required so as not to prevent, hinder, or delay necessary action in coping with the emergency. However, this Order is limited to the items specified below and does not provide relief from the District's compliance and enforcement activities. The District will continue to carry out all inspections, testing, data and file reviews, and other compliance verification activities to ensure full compliance with regulatory requirements. In the event of noncompliance with any such requirements, the District will continue to fully execute its compliance and enforcement duties.

THEREFORE, it is hereby **ORDERED**:

Within the Emergency Area, the requirements and effects of statutes, rules, agreements, or District orders which conflict with the provisions of this Order are suspended to the extent necessary to implement this Order.

15. **Extension of Time to Comply with Specified Deadlines.** For facilities and activities regulated by the District within the Emergency Area, this Order extends by 30 days the time to comply with the following specified deadlines that occur between the date of issuance of this Order and the expiration of this Order (a.-e. below). However, as specified above, this Order does not provide relief from any other regulatory requirements including those of other federal, state, or local agencies. This Order likewise does not provide relief from the District's compliance and enforcement activities. The District will continue to carry out all inspections, testing, data and file reviews, and other compliance

verification activities to ensure full compliance with regulatory requirements. In the event of noncompliance with any such requirements, the District will continue to fully execute its compliance and enforcement duties to the extent required by law.

a. The time deadlines to conduct or report periodic monitoring or any other similar monitoring that is required by a permit, lease, easement, consent of use, letter of consent, consent order, consent agreement, administrative order, or other authorization under Chapters 161, 253, 258, 373, 376, or 403, F.S., and rules adopted thereunder.

b. The time deadlines to file an application for an extension of permit duration or renewal of an existing permit, lease, easement, consent of use, letter of consent, or other authorization under Chapters 161, 253, 258, 373, 376, or 403, F.S., and rules adopted thereunder.

c. The time deadlines to file an application for an operation permit under Chapters 161, 253, 258, 373, 376 or 403, F.S, and rules adopted thereunder.

d. The expiration date for an existing permit, lease, consent of use, or other authorization under Chapters 161, 253, 258, 373, 376 or 403, F.S., and rules adopted thereunder.

e. The time deadlines to obtain a permit for and commence construction of the initial phase of a system for which a conceptual permit was issued pursuant to Part IV of Chapter 373, F.S., and rules adopted thereunder.

16. **Public Meetings and Hearings.** The District may conduct in-person public meetings or hearings in accordance with CDC guidelines and the District's Personal Hygiene and Contact Tracing Guideline, dated January 26, 2021, during the term of this

Order to minimize the risk of spreading COVID-19. The District will continue to provide access to public meetings and hearings by electronic means, including, without limitation, the use of webinar or telephone to encourage public engagement while protecting public health.

17. **Expiration Date.** This Order shall take effect immediately upon execution by the Executive Director or his designee, and shall expire on April 27, 2021, unless modified or extended by further order.

DONE AND ORDERED in _____ County, Florida, on this ____ day of _____, 2021.

Approved as to legal form and content

Chris Tumminia, Deputy General Counsel

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
Brian Armstrong, Executive Director

Filed this ____ day of _____ 2021.

[SEAL]

Deputy Agency Clerk

NOTICE OF RIGHTS

Pursuant to Section 120.569(2)(n), Florida Statutes, any party adversely affected by this Order has the right to seek an injunction of this Order in circuit court or judicial review under Section 120.68, Florida Statutes. Judicial review must be sought by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the District at 7601 U.S. Highway 301 North, Tampa, Florida 33637-6759, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this Order is filed with the Clerk of the District.

CONSENT AGENDA

March 23, 2021

General Counsel's Report: Authorization to Issue Administrative Complaint and Order - Well Abandonment Violations - Waylon J. Howard - License Number 9247 - CT 398945 - Hillsborough County

Waylon J. Howard (Howard) is a licensed water well contractor holding License No. 9247 (License), whose mailing address is 12628 Franklin Road, Thonotosassa, Florida, 33592. Howard operates Valrico Pump & Well Services, LLC, and conducts business under that name.

On May 31, 2018, Well Construction Permit No. 870003 (Permit) was issued to Mr. Howard for the construction of a 4-inch diameter landscape irrigation well. On June 25, 2018, the well-owner listed on the permit contacted District staff with a complaint about the well. The well-owner also informed District staff that the contractor had filled in an existing 2-inch diameter unused well on the property. The 2-inch well was filled in without the required permit and without District observation. District staff visited the location of the wells and noted that the 4-inch well was being used as a domestic well, not as a landscape irrigation well as required by the Permit. District staff also noted the domestic well was located approximately 55 feet from the on-site septic tank. These facts demonstrate violations of District rules, and the Governing Board authorized District staff to initiate an enforcement action to correct the violations and recover a civil penalty. Subsequently, the District filed an action in the Thirteenth Judicial Circuit Court seeking a mandatory injunction against Howard to abandon the unpermitted domestic well, and appropriately abandon under District observation, the 2-inch diameter unused well.

On September 18, 2020, the Court entered an Order requiring Howard to contact the current property owner and arrange to have the wells abandoned with the property owner's consent. On December 1st, the property owner gave Howard consent to enter the property for the purpose of complying with the Court's order to abandon the wells under District observation. On January 11, 2021, Howard obtained a permit and completed the abandonment of the unpermitted domestic well on January 13, 2021. Howard failed to complete an abandonment of the 2-inch unused well at that time.

District staff notified Howard that he was obligated to appropriately and completely abandon the 2-inch unused well under District observation and in compliance with the rules and regulations governing plugging and abandonment of water wells. Howard repeatedly refused to comply with these requirements. On staff's insistence that he appropriately and completely abandon the 2-inch well, or face further legal action, Howard obtained another permit to abandon the 2-inch well on January 19, 2021 and on January 21, 2021 attempted to plug the well.

In the afternoon of January 20, 2021, Howard informed District staff that he intended to commence the plugging and abandonment activities beginning on January 21, 2021 at 10:00 a.m., giving the District less than 24 hours' notice of the scheduled commencement in violation of Permit No.: 897480. Further, on the morning of the scheduled activities, Howard removed approximately 7ft of casing and materials from the abandoned well without waiting for the District representative to be present to observe the activities. Finally, District staff noted that Howard used grout to plug only the top seven feet of the well and did not appropriately and completely abandon the well in accordance with District rules and regulations. Howard's plugging of only the top seven feet of the well is a violation of Stipulation #4 of Permit No. 897480, and Rules 40D-3.531(3) and Rule 62-532.500(5), F.A.C., which require a contractor

to plug the well from bottom to top with grout and clear any obstructions from a well prior to plugging.

Under the "Water Well Contractor Disciplinary Guidelines and Citation Dictionary, June 2014," ("Guidelines"), for the failure to provide at least 24 hours' notice prior to scheduled abandonment activities in violation of Stipulation #4 and 40D-3.531(4) F.A.C., the recommended penalty is 6 points assessed against a contractor's license and a fine of \$1000.00. For the failure to wait for a District representative to be on site prior to commencing abandonment activities in violation of Stipulation #4 and 40D-3.531(4) F.A.C., the recommended penalty is 6 points assessed against a contractor's license and a fine of \$1000.00. For the failure to properly plug an abandoned well from bottom to top with grout in violation of Stipulation #4, Rule 40D-3.531(3), F.A.C., and Rule 62-532.500(5), F.A.C., the recommended penalty is 9 points assessed against a contractor's license and a fine of \$2,000.00. For the failure to clean all obstructions from the well prior to abandonment in violation of Stipulation #4 and Rule 40D-3.531(3), F.A.C., the recommended penalty is 9 points assessed against a contractor's license and a fine of \$2,000.00.

With the currently existing 28 points on Howards' license for the violations that led to the initial judicial enforcement action, the addition of 30 points for the above-referenced violations results in a total accumulation of 58 points against Howard's license. At the accumulation of 48 or more points in a 36-month period, the Guidelines recommend a revocation of the well contractor's license for a minimum of one year.

District staff sent a proposed Consent Order allowing Howard to agree to these assessments without the need for administrative litigation. Howard refused to sign the Consent Order.

Staff Recommendation:

1. Authorize District staff to issue an Administrative Complaint and Order to Waylon J. Howard to obtain compliance, revoke License No. 9247 for a minimum of one year, recover an administrative fine/civil penalty, and recover any District costs and fees, if appropriate.
2. Authorize District staff to obtain compliance with the terms of the Administrative Complaint and Order in Circuit Court, if necessary.

Presenter:

Elizabeth M. Fernandez, Senior Attorney

CONSENT AGENDA**March 23, 2021****General Counsel's Report: Initiation and Approval of Rulemaking to Repeal the Sunsetting Northern Tampa Bay Water Use Caution Area Recovery Strategy Comprehensive Environmental Resources Recovery Plan***Purpose*

To request authorization from the Board to initiate rulemaking and approve proposed rule language to amend Rules 40D-80.073, 40D-2.801, and 40D-2.091, Florida Administrative Code (F.A.C.), to repeal the Northern Tampa Bay Water Use Caution Area (NTBWUCA) Comprehensive Environmental Resources Recovery Plan, which sunset as of December 31, 2020, and to remove all references to it.

Background

The first phase of the recovery strategy for the NTBWUCA was approved by the District in 1999. Among other things, it included the establishment of MFLs, reductions in groundwater withdrawals and the development of alternative water sources. The first phase of the recovery strategy extended through 2010. At that time, the District evaluated the degree of recovery that had occurred in the region and determined that a second phase of recovery was necessary.

In December 2009, the Governing Board approved the second phase of the recovery strategy for the NTBWUCA, entitled the Comprehensive Environmental Resources Recovery Plan (Comprehensive Plan). The Comprehensive Plan was subsequently adopted in Rule 40D-80.073, F.A.C., for implementation through 2020. It included recovery and mitigation actions to be undertaken by water use permit applicants and permittees with withdrawals that adversely impact lakes, wetlands, streams, springs, and aquifers within the NTBWUCA, and monitoring and evaluation of environmental mitigation for withdrawal impacts and continued water conservation activities by Tampa Bay Water's member governments. As discussed at the February Governing Board meeting, the Comprehensive Plan has been successful in helping to bring about a recovery of hydrologic and environmental conditions in the area.

The Comprehensive Plan contained a sunset provision, providing that it would be effective through December 31, 2020. Now that the Comprehensive Plan is no longer effective and to avoid confusion, the expired Comprehensive Plan needs to be deleted from Rule 40D-80.073 and references to the Comprehensive Plan in other District rules need to be removed. This proposed rulemaking is intended to accomplish those purposes.

Rule 40D-80.073, F.A.C., contains the Comprehensive Plan and the Hillsborough River Recovery Strategy and will be revised to remove the expired Comprehensive Plan, while the Hillsborough River Recovery Strategy will continue.

Rule 40D-2.091, F.A.C., incorporates by reference forms and instructions that have been approved by the Governing Board and are used in District water use permitting. The District's Water Use Permit (WUP) Applicant's Handbook Part B is incorporated by reference in Rule 40D-2.091(1)(a), F.A.C. The objective of the Applicant's Handbook is to identify the procedures and information used by District staff in permit application review. The Applicant's Handbook Part B will be revised to remove references to the

Comprehensive Plan. Rule 40D-2.091(1)(a) must be revised to incorporate the updated version of the Applicant's Handbook Part B.

Rule 40D-2.801, F.A.C., establishes the District's Water Use Caution Areas and sets forth certain requirements and procedures for permittees and applicants within each Water Use Caution Area. This rule will be amended to remove references to the Comprehensive Plan.

The attached Exhibit provides the proposed rule language to amend Rules 40D-80.073, 40D-2.801, and 40D-2.091, F.A.C., and the WUP Applicant's Handbook, as described herein.

Benefits/Costs

A Statement of Estimated Regulatory Costs is not required as this rulemaking is not expected to result in any direct or indirect cost increases for small businesses or increased regulatory costs in excess of \$200,000 within one year of implementation.

Upon Governing Board approval to repeal the sunsetted Comprehensive Plan, staff will proceed with formal rulemaking without further Governing Board action. If substantive changes are necessary as the result of comments received from the public or from reviewing entities such as the Governor's Office of Fiscal Accountability and Regulatory Reform or the Joint Administrative Procedures Committee, this matter will be brought back to the Governing Board for consideration.

Staff Recommendation:

1. Initiate rulemaking and approve proposed rule language to amend Rules 40D-80.073, 40D-2.801, 40D-2.091, F.A.C., and the WUP Applicant's Handbook, to repeal the Comprehensive Plan, as shown in the Exhibit.
2. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process.

Presenter:

Adrienne E. Vining, Assistant General Counsel

Exhibit A

Proposed Amendment to Rule 40D-80.073, Florida Administrative Code, to Repeal Northern Tampa Bay Water Use Caution Area Comprehensive Environmental Resources Recovery Plan

CHAPTER 40D-80 RECOVERY AND PREVENTION STRATEGIES FOR MINIMUM FLOWS AND LEVELS

40D-80.073 Comprehensive Environmental Resources Recovery Plan for the Northern Tampa Bay Water Use Caution Area, and the Hillsborough River Recovery Strategy

40D-80.073 ~~Comprehensive Environmental Resources Recovery Plan for the Northern Tampa Bay Water Use Caution Area, and the Hillsborough River~~ Recovery Strategy.

(1) Overview.

~~This rule sets forth the Minimum Flows and Levels Recovery Strategy and Environmental Resources Recovery Plan for the Northern Tampa Bay Water Use Caution Area (the Comprehensive Plan). The Comprehensive Plan addresses water use permittees whose withdrawals are located within the Northern Tampa Bay Water Use Caution Area (NTBWUCA). Within the NTBWUCA, certain wetlands, lakes, streams, springs and aquifer levels have been impacted by lower groundwater levels resulting from groundwater withdrawals. Within the area of surficial aquifer impacts as generally depicted in Figure 80-1, the Central System Facilities, as described below, account for the majority of groundwater withdrawals. For this reason, the Central System Facilities are the primary focus of the Comprehensive Plan as other users' water withdrawals result in relatively minimal water resource impacts within the area generally depicted on Figure 80-1. The objective of this Comprehensive Plan is to achieve recovery of MFL waterbodies and avoidance and mitigation of unacceptable adverse impacts to wetlands, lakes, streams, springs and aquifer levels. The provisions of the Comprehensive Plan applicable to permittees with groundwater withdrawals of 90 MGD or greater (90 MGD Facilities), including Tampa Bay Water's Central System Facilities are contained in subsections 40D-80.073(2) and (3), F.A.C., below. All other water use permittees are addressed in subsections 40D-80.073(4) and (8), F.A.C., below. Other provisions applicable to permittees are included in subsections 40D-80.073(5), (6) and (7), F.A.C. The Comprehensive Plan is effective through December 31, 2020.~~

(2) 90 MGD Facilities, Including Tampa Bay Water's Central System Facilities.

~~(a) From the 1930's through the 1990's 11 wellfields were developed within the NTBWUCA. Those wellfields are Cosme-Odessa, Eldridge Wilde, Section 21, South Pasco, Cypress Creek, Cross Bar Ranch, Starkey, Morris Bridge, Northwest Hillsborough Regional, Cypress Bridge and North Pasco, and are collectively hereinafter referred to as the Central System Facilities. The Central System Facilities are operating under Water Use Permit No. 2011771 (the Consolidated Permit). Groundwater withdrawals from the Central System Facilities have caused lowered aquifer levels in and near the Central System Facilities. In 1974, pursuant to Chapter 373, F.S., the Southwest Florida Water Management District (the District) established a permitting system to assure that such use is consistent with the overall objectives of the District and is not harmful to the water resources of the area.~~

~~(b) Pursuant to Chapter 96-339, Laws of Florida, the District established MFLs for priority waters within Pasco, Hillsborough and Pinellas Counties which became effective in 2000. Those MFLs are contained within Chapter 40D-8, F.A.C. The District determined that groundwater withdrawals have contributed to existing water levels and flows in many of these priority waters being below the established MFLs. To address unacceptable adverse impacts caused by the Central System Facilities, the District implemented a recovery strategy, the first phase of which occurred between 1998 and 2010 and resulted in the phased reduction of the permitted withdrawal rate of the Central System Facilities from 158 MGD in 1998 to 121 MGD in 2003, and to 90 MGD on a 12-month moving average basis in 2008. The recovery strategy included the District and Tampa Bay Water and its Member Governments entering into the Northern Tampa Bay New Water Supply and Ground Water Withdrawal Reduction Agreement (the Agreement) in 1998. The Agreement has constituted that portion of the first phase of the District's recovery strategy that is specifically applicable to the Central System Facilities. The Agreement has governed the development of new water supplies, reduction of groundwater withdrawals, litigation and administrative hearings between the District, Tampa Bay Water and its Member Governments. The Agreement also governed the District's financial assistance to Tampa Bay Water to develop the new water supplies and achieve the reduction of groundwater withdrawals from the Central System Facilities. The Agreement expires on December 31, 2010. Consistent with the Agreement, Tampa Bay Water has constructed an enhanced surface water system, which includes a surface water treatment facility (which treats surface water flows from the Alafia River, the Tampa Bypass Canal and the Hillsborough River), an offstream reservoir, the Brandon Urban Dispersed Wellfield, a seawater desalination facility, and an~~

Exhibit A

integrated regional delivery system. Further, Tampa Bay Water has reported that the Member Governments have exceeded the 17 MGD reduction in water demand through conservation contemplated under the Agreement. Water supplied by these facilities and conservation allowed Tampa Bay Water to meet the required phased reductions in groundwater withdrawals.

(c) Although the recovery strategy has had the effect of increasing water levels and flows and improving the condition of many wetlands, lakes, streams, springs and aquifer levels due to the reduction of groundwater withdrawals from the Central System Facilities, compliance with the criteria of Rule 40D 2.301, F.A.C., has not been demonstrated.

(d) Since the Central System Facilities supply potable water to Pinellas, Pasco and Hillsborough Counties and evaluation of the effect of the reduced withdrawal rate has not been completed, the District has determined it is in the public interest and consistent with the objectives of the District to develop this Comprehensive Plan. This section sets forth the regulatory portion of the second phase of the recovery strategy and addresses mitigation.

(e) The provisions of subsection 40D 80.073(2), F.A.C., are a comprehensive approach to address unacceptable adverse impacts and MFLs impacts to wetlands, lakes, streams, springs and aquifer levels caused by groundwater withdrawals from 90 MGD Facilities, including the Central System Facilities. This Plan sets forth the criteria to address recovery to MFLs, as well as avoidance and mitigation of unacceptable adverse environmental impacts as described in the WUP Applicant's Handbook Part B, Sections 3.3, 3.4, 3.9.1 and 3.9.3, incorporated by reference in Rule 40D 2.091, F.A.C. The Comprehensive Plan allows renewal of permits for 90 MGD Facilities, including the Consolidated Permit based, in part, on continued environmental assessment and mitigation, and further development of a plan to avoid or mitigate unacceptable adverse impacts to wetlands, lakes, streams, springs and aquifer levels attributable to groundwater withdrawals from 90 MGD Facilities, including the Central System Facilities.

(f) 90 MGD Facilities, including the Central System Facilities, Withdrawals and Duration—90 MGD Facilities, including the Central System Facilities, shall be limited in the renewal of their permits, including the Consolidated Permit as follows:

1. Total annual average daily withdrawal shall not exceed a rate of 90 MGD on a 12 month moving average basis, except as provided in subparagraph 2., below. Any permittee of 90 MGD Facilities, including Tampa Bay Water, shall undertake its best efforts to maintain the total withdrawal rate at or below 90 MGD so that the impacts of sustained withdrawals at that rate can be assessed during this phase of the Comprehensive Plan. The duration of the permit for 90 MGD Facilities, including the Consolidated Permit, shall be for a period of ten years. Withdrawals from 90 MGD Facilities, including the Central System Facilities, shall be optimized to minimize environmental stresses in or near the wellfields as provided in the Operations Plan described in paragraph (2)(g), below.

2. During this phase of the Comprehensive Plan, the C.W. Bill Young Regional Reservoir (the Reservoir) will be renovated. During the period of the renovation project, permittees', including Tampa Bay Water's, withdrawals from 90 MGD Facilities, including the Central System Facilities, are limited to a total annual average daily withdrawal rate of 90 MGD on a 12 month moving average basis, except as provided below:

a. The period during which withdrawals may be greater than 90 MGD on a 12 month moving average basis (Exception Period) begins when:

(I) Permittees of 90 MGD Facilities, including Tampa Bay Water, demonstrate the date that the Reservoir cannot produce water supply and the renovation project has begun;

(II) The District has determined that hydrologic factors exist that are contributing to a water supply deficit. These factors include the designated water resource indicators in the District's Water Shortage Plan and stream flow and rainfall conditions in the Alafia and/or the Hillsborough River watersheds;

(III) Permittees of 90 MGD Facilities, including Tampa Bay Water, demonstrate there are not sufficient surface water, desalination and other interconnected sources available that would allow withdrawals pursuant to permits for 90 MGD Facilities, including the Consolidated Permit, to remain at or below 90 MGD on a 12 month moving average basis; and

(IV) Permittees of 90 MGD Facilities, including Tampa Bay Water and its member governments, demonstrate that they have complied with any Board or Executive water shortage or emergency order relating to water supply.

b. The Exception Period shall end on the date on which the earlier of the following occurs:

(I) 36 months after the period begins;

(I) When water stored in the C.W. Bill Young Regional Reservoir equals 11.0 billion gallons.

c. During the Exception Period, permittees of 90 MGD Facilities, including Tampa Bay Water, shall maximize their authorized use of alternative water supply sources, including the Alafia River and Hillsborough River/Tampa Bypass Canal system, the desalination plant and other available interconnected sources in order to minimize groundwater withdrawals from 90 MGD

Exhibit A

Facilities, including the Central System Facilities. A monthly report demonstrating the maximized use of these sources shall be submitted to the District.

d. During the Exception Period, permittees of 90 MGD Facilities, including Tampa Bay Water and its Member Governments, shall comply with any Board or Executive water shortage or emergency order relating to permittees of 90 MGD Facilities, including Tampa Bay Water's or a Member Government's water supply.

e. The District shall notify a permittee of 90 MGD Facilities, including Tampa Bay Water, of the beginning and ending dates of the Exception Period.

f. Compliance with the 90 MGD on a 12 month moving annual average basis is tolled during the Exception Period and compliance shall recommence beginning 365 days from the date the Exception Period ends.

g. Permittees of 90 MGD Facilities, including Tampa Bay Water, shall use their best efforts to minimize the period of the renovation project and reduce the duration of the exception period.

(g) Operations Plan.

1. Optimization of 90 MGD Facilities, including Tampa Bay Water's Central System Facilities, is critical to the success of this phase of the Comprehensive Plan. To this end, permittees of 90 MGD Facilities, including Tampa Bay Water, shall continue to implement and refine an Operations Plan which was submitted to the District as part of the first phase of the recovery strategy. Permittees of 90 MGD Facilities, including Tampa Bay Water, shall submit to the District an updated Operations Plan with renewal applications, including renewal of the Consolidated Permit, that describes how the permittee, including Tampa Bay Water, will operate its water supply system with the intent to increase groundwater levels and minimize environmental stresses caused by 90 MGD Facilities, including the Central System Facilities. To fully evaluate optimization, it is essential for permittees, including Tampa Bay Water, to operate the 90 MGD Facilities, including the Central System Facilities, at or below 90 MGD on a 12 month moving average basis for a sustained period of time that encompasses a wide spectrum of climatic conditions, therefore the focus of the Operations Plan during this phase of the Comprehensive Plan is the operation of the 90 MGD Facilities, including the Central System Facilities. Included in the Operations Plan is the Optimized Regional Operations Plan (OROP) which is an optimization model, input data sets, constraint data sets and other models used to establish boundary conditions. The OROP shall continue to be used to define and control how wellfield withdrawal points from 90 MGD Facilities, including the Central System Facilities, will be operated to avoid or minimize environmental stress. Throughout the term of the renewed permits for 90 MGD Facilities, including the Consolidated Permit, any proposed change to the optimization formulation or operations protocol or OROP models included in permits for 90 MGD Facilities, including the Consolidated Permit renewal application, will require prior District approval. Permittees of 90 MGD Facilities, including Tampa Bay Water, shall submit to the District an Operations Plan report by July 10 of years 2012, 2014, 2016, 2018 and in conjunction with the applications to renew permits for 90 MGD Facilities, including the Consolidated Permit. The report shall document updates to the Operations Plan submitted with renewal applications for 90 MGD Facilities, including the Consolidated Permit renewal application, provide a work plan that encompasses the upcoming two years, include activities approved in permittee's budgets, including Tampa Bay Water's budget, for the upcoming year that starts October 1 and provide summary information and data on Operations Plan activities during the preceding reporting period.

2. The Operations Plan shall:

a. Define how the permittee, including Tampa Bay Water, will operate 90 MGD Facilities, including the Central System Facilities.

b. Provide the protocol under which the permittee, including Tampa Bay Water, will select among 90 MGD Facilities, including the Central System Facilities, to meet demand.

c. Provide the protocol under which the permittee, including Tampa Bay Water, will rotate among 90 MGD Facilities, including the Central System Facilities, to avoid or minimize environmental stresses.

d. Rely upon groundwater elevation target levels in the aquifer systems as a surrogate for water levels in wetlands and lakes, and flows in streams and springs at a specified set of existing and proposed monitor wells, to gauge environmental stresses in and around 90 MGD Facilities, including the Central System Facilities, wherein increased groundwater elevations will denote reduced environmental stresses.

e. Include procedures for analyzing relationships between the distribution and rate of withdrawal at the 90 MGD Facilities, including the Central System Facilities, flow rates in rivers and streams; and the associated Floridan and surficial aquifer system levels, using available models.

Exhibit A

f. Include procedures for selecting optimal scenarios for the distribution and rate of groundwater withdrawals from 90 MGD Facilities, including the Central System Facilities, using available mathematically based optimization software, based on projected demand and operating system constraints, such that groundwater levels in the surficial aquifer system are maximized according to a specified weighting/ranking system as a surrogate for water levels in wetlands and lakes and flow in rivers and streams.

g. Include in the optimization analysis a weighting/ranking system to enable priority factors to be applied to reduce environmental stress preferentially at selected locations, with such factors to be associated with the specified surficial aquifer monitor wells.

h. Propose a set of surficial aquifer monitor wells as well as a priority weighting system for those wells.

i. Provide data and software for all models used in the OROP.

(h) Environmental Management Plan, Phase 1 Mitigation Plan and Permit Recovery Assessment Plan.

An essential component of this phase of the Comprehensive Plan is Tampa Bay Water's continued assessment of unacceptable adverse environmental impacts related to groundwater withdrawals from the Central System Facilities. During the recovery strategy period, Tampa Bay Water developed an Environmental Management Plan (EMP) and a Phase 1 Mitigation Plan. Under this phase of the Comprehensive Plan, Tampa Bay Water shall continue to implement the EMP and the Phase 1 Mitigation Plan, and permittees of 90 MGD Facilities, including Tampa Bay Water, shall develop a Permit Recovery Assessment Plan, all as described below.

1. The EMP that was developed for the Central System Facilities during the recovery strategy period addresses the monitoring of water resources and environmental systems in the vicinity of the Central System Facilities, assesses water resources and environmental systems for impact by groundwater withdrawals from the Central System Facilities and coordinates with Tampa Bay Water's Operations Plan to facilitate wellfield operational changes to address persistent water level impacts attributed to Central System Facility withdrawals. A revised EMP shall be submitted with the renewal application for the Consolidated Permit and shall be implemented throughout the duration of the renewed Consolidated Permit. EMPs shall be submitted with the renewal applications for all other 90 MGD Facilities. A new or a revised EMP shall, as applicable:

a. Identify and propose a list or a revised list of monitoring sites within the areas potentially affected by the 90 MGD Facilities or Central System Facilities and unaffected control/reference sites.

b. Define and describe the monitoring and data collection methods and reports utilized for documenting the hydrologic and biologic conditions of surface water bodies in and near the 90 MGD Facilities or Central System Facilities.

c. Describe the process used to determine impacts to water bodies in and near the 90 MGD Facilities or Central System Facilities and the procedures used to attempt corrective action through Operations Plan changes.

2. Phase 1 Mitigation Plans developed for 90 MGD Facilities, including the Central System Facilities, during the recovery strategy period, assessed and prioritized, as candidate sites for mitigation, those lakes and wetlands that were predicted to not fully recover following the reduction in groundwater withdrawals from 90 MGD Facilities, including the Central System Facilities, to a long term average of 90 MGD. Conceptual mitigation projects were developed for the highest priority water bodies and permittees of 90 MGD Facilities, including Tampa Bay Water, have been evaluating and implementing these projects, where feasible. Evaluation and implementation of these conceptual Phase 1 Mitigation Plan projects, where feasible, shall be continued throughout the duration of the renewed permits for 90 MGD Facilities, including the Consolidated Permit. In addition, each permittee, including Tampa Bay Water, shall revise the list of candidate water bodies to include any sites monitored through the EMP that are impacted by the 90 MGD Facilities', or Central System Facilities' withdrawals, as applicable, and are predicted to not fully recover at a long-term average withdrawal rate of 90 MGD from the 90 MGD Facilities, or Central System Facilities, as applicable.

3. The Permit Recovery Assessment Plan will evaluate the recovery of water resource and environmental systems attributable to reduction of the groundwater withdrawals from the 90 MGD Facilities or Central System Facilities, as applicable, to a long term average of 90 MGD, identify any remaining unacceptable adverse impacts caused by the 90 MGD Facilities', or Central System Facilities' withdrawals, as applicable, at a long term average rate of 90 MGD, and will identify and evaluate potential options to address any remaining unacceptable adverse impacts at the time of the renewal of 90 MGD Facilities permits or the Consolidated Permit renewal in 2020. The remaining unacceptable adverse impacts will be determined through an update of the assessment of impact previously performed as part of the Phase 1 Mitigation effort. As part of this effort, permittees of 90 MGD Facilities, including Tampa Bay Water, shall:

a. Work cooperatively with the District throughout this phase of the Comprehensive Plan to discuss the ongoing development of the Permit Recovery Assessment Plan.

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b. ~~Submit status reports to the District on a frequency to be defined in the renewed permit for 90 MGD Facilities and the Consolidated Permit demonstrating ongoing progress of the development of the Permit Recovery Assessment Plan throughout the duration of this phase of the Comprehensive Plan.~~

e. ~~Submit the final results of the Permit Recovery Assessment Plan with the application for the second renewal of 90 MGD Facilities, including the Consolidated Permit in 2020.~~

4. ~~Nothing contained in this rule shall be construed to require permittees of 90 MGD Facilities, including Tampa Bay Water, to be responsible for more than its proportionate share of impacts to a MFLs water body that fails to meet, due to impacts from groundwater withdrawals, the established minimum flow or level.~~

~~(i) Water Conservation.~~

~~Water conservation as a means to reduce demand for withdrawals is a key element of the Comprehensive Plan. The issuance of Wholesale Water Use Permits for Member Governments of permittees of 90 MGD Facilities whose withdrawals and use are not covered by other water use permits is essential to this element. Until Wholesale Water Use Permits are obtained by the Member Governments of permittees of 90 MGD Facilities, as required by Chapter 40D-2, F.A.C., each permittee of 90 MGD Facilities, including Tampa Bay Water, shall report on the permittees', as applicable, and the Member Governments' per capita rates, water losses, reclaimed water use, residential water use and the following measures to reduce water demand. During the term of the renewed permit, permittees of 90 MGD Facilities, including Tampa Bay Water, shall only be responsible for reporting data for any Member Government that does not have a water use permit or a wholesale water use permit that requires such reporting. In the year following the year in which a Member Government is required by permit to report this data, the permittees of 90 MGD Facilities, including Tampa Bay Water, shall no longer be required to submit the data on behalf of the Member Government. This report shall detail the evaluation of the below listed measures, the findings and conclusions and the schedule for implementing selected measures.~~

- ~~1. Toilet rebate/replacement;~~
- ~~2. Fixture retrofit;~~
- ~~3. Clothes washer rebate/replacement;~~
- ~~4. Dishwasher rebate/replacement;~~
- ~~5. Irrigation and landscape evaluation;~~
- ~~6. Irrigation/landscape rebate;~~
- ~~7. Cisterns/rain water harvesting rebate;~~
- ~~8. Industrial/commercial/institutional audits and repair;~~
- ~~9. Florida Friendly landscape principles;~~
- ~~10. Water Conservation Education;~~
- ~~11. Water conserving rate structures and drought rates;~~
- ~~12. Multi family residential metering.~~

~~In addition to the above, permittees of 90 MGD Facilities, including Tampa Bay Water, shall report the quantity of water distributed from each source and the recipients and non Member Government information required by the Public Supply Annual Report.~~

~~(3) Recovery Management.~~

~~The reductions in groundwater withdrawals required for the Central System Facilities were the principal means of achieving the objective of the first phase of the recovery strategy. The use of sound decision protocols to determine groundwater withdrawal distribution and assessment of the remaining impacts at or below 90 MGD on a 12 month moving average basis are necessary components of the Comprehensive Plan. The Floridan Aquifer Recovery Management Levels set forth in Table 80-1 below shall be used as long term guidelines for allocating groundwater withdrawals within the Operations Plan. The Floridan Aquifer Recovery Management Levels are based on the hydrogeologic properties and environmental conditions in the Northern Tampa Bay Area, and are set to advise and guide in determining planned groundwater withdrawal rates, but not as the sole basis by which the District will approve or disapprove the Operations Plan and any amendments or updates.~~

Table 80-1 Floridan Aquifer Recovery Management Levels

Well Name	Latitude	Longitude	Recovery Management Levels (feet NGVD 1929)
1. RMP8D1	280342	823256	26.8
2. PZ-3	281446	823342	40.5
3. Cosme-3	280608	823529	27.6

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4. SR 52 and 581	281926	822129	73.3
5. Morris Bridge 1	280652	822042	28.2
6. James 11	280653	823415	33.1
7. Morris Bridge 13	280656	821751	30.1
8. Berger	280700	822942	44.5
9. Hillsborough 13	280703	823027	40.3
10. Wolfe	282305	823015	52.0
11. Debuel	280741	822709	55.4
12. Calm 33A	280834	823435	33.2
13. EW11	280905	823905	16.2
14. Lutz Park	280913	822832	56.8
15. Lutz Lake Fern	280921	822230	43.4
16. EW N4	280945	823804	27.6
17. EW 2N	281011	823905	18.9
18. MW2 1000	281019	822114	58.7
19. SP42	281036	823056	47.7
20. Matts	281102	822924	60.1
21. SR54	281144	823046	49.6
22. Starkey Regional	281312	823616	32.6
23. MW1	281447	823542	31.6
24. Pasco 13	281559	822645	72.5
25. NPMW 11	281631	823411	41.0
26. TMR4D	281650	822444	58.3
27. TMR1D	281719	822246	61.1
28. TMR3D	281745	822342	59.5
29. NPMW 7	281825	823405	44.1
30. TMR 2	281845	822240	68.5
31. SR52 East	281918	822645	73.1
32. SR52 West	282010	823737	51.9
33. SRW	282035	822839	69.3
34. CB1SED	282100	822628	71.3
35. SERW	282206	822711	63.7
36. CB3ED	282221	822419	69.1
37. Citrus Park	280437	823426	29.4

(4) Comprehensive Plan Element Relating to Other Existing Water Use Permittees. In conjunction with the development of a recovery strategy developed pursuant to Section 373.0421(2), F.S., and in addition to applicable permitting requirements contained in Rule 40D 2.301, F.A.C., existing permittee's whose water withdrawals impact Minimum Flows or Levels will be evaluated upon permit renewal to determine the permittee's practical ability to implement measures to reduce its impacts on the Flow or Level or unacceptably adversely impacted environmental feature during the period of recovery. For purposes of this chapter, in areas where the existing flow or level is below the Minimum Flow or Level, any measurable drawdown or flow reduction at a location where a Minimum Flow or Level is established or to an unacceptably adversely impacted environmental feature is deemed to be a water withdrawal impact. The items that shall be considered in determining the permittee's responsibility to implement measures to reduce impacts are:

- (a) The proportionate amount of impact that the permittee's water withdrawals have on the Minimum Flow or Level or other unacceptably adversely impacted.
- (b) The cost to the permittee to implement the measures.
- (c) The time that it will take the permittee to fully implement the measures.
- (d) Any unavoidable public health, safety or welfare emergency that would be caused by implementation of the measures.
- (e) Whether the water resources benefits gained from implementation of the permittee's measures to attain the Minimum Flow or Level or mitigate the unacceptably adversely impacted environmental feature outweigh water resources impacts that may result from the measures.

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~~(f) Alternative actions or programs in lieu of or in combination with reductions in withdrawals that will contribute to the attainment of the Minimum Flow or Level or mitigate the unacceptably adversely impacted environmental feature and will optimize the net positive effect on the impacted water resources.~~

~~(5) Augmentation of Wetlands and Lakes.~~

~~In addition to the reduction of groundwater withdrawals, the development of new water supplies and wellfield operational changes addressed by the Comprehensive Plan, augmentation of wetlands and lakes that are unacceptably adversely impacted or are below their established Minimum Levels through the use of groundwater in appropriate circumstances will contribute to the attainment of the objective of the Comprehensive Plan. The circumstances under which augmentation using groundwater will be considered an appropriate recovery mechanism are set forth in WUP Applicant's Handbook Part B, Section 3.9.3.1.1.1.B., which is incorporated by reference in Rule 40D-2.091, F.A.C., and is available upon request to the District.~~

~~(6) Applications for New Quantities.~~

~~Requests for withdrawals of new quantities of water that are projected to impact a water body that is unacceptably adversely impacted or below its Minimum Flow or Level shall not be approved unless they contribute to the attainment of the objective set forth in the Comprehensive Plan in subsection 40D-80.073(1), F.A.C.~~

~~(7) 2020 Evaluation of the Comprehensive Plan.~~

~~The District shall review the information available during 2020 to determine whether it is sufficient to fully assess remaining impacts from Tampa Bay Water's Central System Facilities at a withdrawal rate of 90 MGD on a 12-month moving average basis. This information will be considered when developing a strategy for the second renewal of the Consolidated Permit and another phase of the Comprehensive Plan. Additionally, the District will determine whether another phase of the Comprehensive Plan is necessary to address other permittees.~~

~~(8) Hillsborough River Recovery Strategy.~~

Beginning November 25, 2007, the Minimum Flow for the Lower Hillsborough River shall be as provided in subsection 40D-80.041(1), F.A.C., to be achieved on the time schedule as set forth below. The District and the City of Tampa (City) shall measure the delivery of water to the base of the dam relative to their respective elements as described below. The City shall report this information to the District monthly on the 15th day of the following month. In addition, the City shall submit a quarterly written report of all activities and all progress towards timely completion of its elements of the recovery strategy. Such reports will be submitted to the District within 15 calendar days after each calendar year quarter.

(1) ~~(a)~~ The District and the City have entered into the Joint Funding Agreement Between The Southwest Florida Water Management District and The City of Tampa For Implementation of Recovery Projects To Meet Minimum Flows of The Lower Hillsborough River, dated October 19, 2007, (the Funding Agreement), which is incorporated herein by reference. A copy of the Funding Agreement is available from the District upon request. The Funding Agreement and subsection 40D-80.073~~(8)~~, F.A.C., constitute the District's recovery strategy for the Lower Hillsborough River required by Section 373.0421(2), F.S., and shall not compromise public health, safety and welfare.

(2) ~~(b)~~ The schedule to achieve the Minimum Flows for the Lower Hillsborough River is as follows:

(a) ~~1-~~ Sulphur Springs.

Beginning on November 25, 2007, the City shall be required to provide ten cubic feet per second (cfs) of water to the base of the City's dam each day, provided such use will not compromise public health, safety and welfare.

(b) ~~2-~~ Tampa Bypass Canal Diversions.

By January 1, 2008, provided that any permit that may be required is approved, the District shall divert up to 7.1 million gallons of water on any given day from the District's Tampa Bypass Canal (TBC) to the Hillsborough River at the District's Structure 161. The District shall then deliver water from the Hillsborough River immediately above the City's dam to the base of the City's dam to help meet the minimum flow requirements of the Lower Hillsborough River. Such diversions shall not occur if public health, safety or welfare will be compromised.

1. ~~a-~~ The District shall complete a comprehensive analysis of these diversions within 90 days of the first year of operation to identify and subsequently make any mechanical or efficiency adjustments that may be necessary. The District shall use its best efforts to expedite obtaining any permit that may be needed to undertake these actions.

2. ~~b-~~ By October 1, 2013, provided that the transmission pipeline has been constructed and is operational, all of the water diverted from the TBC middle pool under this provision to help meet the minimum flow shall be provided to the Lower Hillsborough River per subparagraph 40D-80.073(2)(g) ~~40D-80.073(8)(b)7~~, F.A.C.

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3. ~~e~~. These diversions shall be prioritized as follows:

a. ~~(H)~~ Priority Source One – Diversions From the TBC Middle Pool When the TBC Middle Pool is Above 12.0 feet NGVD (1929 or its 1988 equivalent), and There is Flow of at Least 11 cfs Over the District's Structure 162.

On days when the TBC middle pool is above 12.0 feet NGVD (1929 or its 1988 equivalent), as measured by the downstream gauge at the District's Structure 161, and there is flow of at least 11 cfs over the District's Structure 162, the District shall divert water from the TBC middle pool to the Hillsborough River.

(I) ~~A~~. The District shall then deliver 75 percent of any water diverted from the TBC to the Hillsborough River under this provision to the Lower Hillsborough River. Delivery of 75 percent of the water diverted from the TBC addresses concerns about potential losses due to subsurface leakage, evaporation and transpiration. This delivery shall be from the Hillsborough River just above the City's dam to the base of the City's dam, and shall supplement diversions from Sulphur Springs, Blue Sink and Morris Bridge Sink, as they are implemented, and as described in subparagraphs 40D-80.073(2)(a), (c), (f), and (h), 40D-80.073(8)(b)1., 3., 6. and 8., F.A.C.

(II) ~~B~~. The TBC middle pool diversions will be limited to the quantity needed to achieve the minimum flow requirements of the Lower Hillsborough River set forth in subsection 40D-8.041(1), F.A.C., but will not exceed 7.1 million gallons on any given day.

(III) ~~C~~. Such diversions shall cease from the TBC middle pool if the elevation difference between the TBC middle and lower pools exceeds 7.0 feet.

(IV) ~~D~~. On days when flow over the Hillsborough River Dam naturally exceeds 20 cfs during the months of July through March, or 24 cfs during the months of April through June and when diversions from the TBC middle pool are not needed to replenish the supply from Storage Projects described in paragraphs 40D-8.073(3) and (4), 40D-80.073(8)(e) and (d), F.A.C., diversions from the TBC middle pool shall not occur and any flows in the TBC lower pool above elevation 9.0 feet NGVD (1929 or its 1988 equivalent), shall be available for water supply.

(V) ~~E~~. Prior to October 1, 2013, and during the months of March through June, on days when some water is needed from the TBC middle pool to help meet the minimum flow for the Lower Hillsborough River, all available water from the TBC middle pool not needed to be diverted in accordance with SWFWMD Water Use Permit No. 20006675 but not exceeding 7.1 million gallons on any given day will be diverted to the Hillsborough River. Water delivered to the Hillsborough River in excess of that needed to help meet the minimum flow of the Lower Hillsborough River shall remain in the Hillsborough River above the dam. Keeping this water in the Hillsborough River above the dam will reduce the time and quantities of supplemental flow needed to help meet the minimum flow requirements.

(VI) ~~F~~. During the months of July through February, on days when water is needed from the TBC middle pool to help meet the minimum flow of the Lower Hillsborough River, only that amount of water needed to help meet the minimum flow but not in excess of 7.1 million gallons on any given day shall be diverted from the TBC middle pool to the Hillsborough River, and any water in the TBC middle and lower pools above elevations 12.0 and 9.0 feet NGVD (1929 or its 1988 equivalent), respectively, shall be available for water supply.

b. ~~(H)~~ Priority Source Two – Diversions When the TBC Middle Pool is Above 12.0 feet NGVD (1929 or its 1988 equivalent), and the Flow Over the District's Structure 162 is Less Than 11 cfs.

On days when the TBC middle pool is above 12.0 feet NGVD (1929 or its 1988 equivalent), as measured by the downstream gauge at the District's Structure 161, and the flow over the District's Structure 162 is less than 11 cfs, the District shall divert water from the TBC middle pool to the Hillsborough River.

(I) ~~A~~. The District shall then deliver 75 percent of any water diverted from the TBC middle pool to the Hillsborough River under this provision to the Lower Hillsborough River. Delivery of 75 percent of the water diverted from the TBC addresses concerns about potential losses due to subsurface leakage, evaporation and transpiration. This delivery shall be from the Hillsborough River just above the City's dam to immediately below the City's dam, and shall supplement diversions from Sulphur Springs, Blue Sink and Morris Bridge Sink, as they are implemented, and as described in subparagraphs 40D-80.073(2)(a), (c), (f), and (h), 40D-80.073(8)(b)1., 3., 6. and 8., F.A.C.

(II) ~~B~~. The TBC middle pool diversions will be limited to the quantity needed to achieve the minimum flow requirements of the Lower Hillsborough River, but will not exceed 7.1 million gallons on any given day.

A. ~~I~~. On days such diversions occur, the District will divert from the TBC lower pool to the TBC middle pool quantity equivalent to that diverted by the District from the TBC middle pool to the Hillsborough River.

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~~B. H.~~ Such diversions shall cease from both the TBC middle and lower pool when the stage of the TBC lower pool reaches 6.0 feet NGVD (1929 or its 1988 equivalent), as measured by the gauge at the District's Structure 160, or the elevation difference between the TBC middle and lower pools exceeds 7.0 feet.

~~(III) E.~~ Once the stage in the TBC lower pool is below 8.7 feet NGVD (1929 or its 1988 equivalent), withdrawals from this priority source to help meet the minimum flow for the lower Hillsborough River are considered withdrawals from the storage of the TBC lower pool. When the stage in the TBC lower pool is below 8.7 feet NGVD (1929 or its 1988 equivalent), the following restrictions apply:

~~A. I.~~ At no time shall withdrawals from the lower pool to help meet the minimum flow for the lower Hillsborough River cause the stage in the lower pool to go below 6.0 feet NGVD (1929 or its 1988 equivalent), or cause the elevation difference between the TBC middle and lower pools to exceed 7.0 feet, as measured on either side of the District's Structure 162.

~~B. H.~~ If supplemental flows are required to help meet the lower Hillsborough River minimum flow from this Priority Source, once withdrawals begin from storage they will continue until the TBC lower pool reaches an elevation of 6.0 feet NGVD (1929 or its 1988 equivalent). At such time as either of the conditions set forth in sub-sub-sub-subparagraph 40D-80.073(2)(b)3.b.(III)A., ~~40D-80.073(8)(b)2.(ii)C.I.~~, F.A.C., above, are met, the District shall cease withdrawals from the TBC lower pool. The District shall only reinstate withdrawals from the TBC lower pool when its elevation equals or exceeds 9.0 feet NGVD (1929 or its 1988 equivalent), for 20 consecutive days, which is defined as the TBC lower pool replenishment.

~~C. H.~~ The total withdrawn from storage on any given day shall not exceed 7.1 million gallons on any given day.

~~D. IV.~~ Withdrawals from storage will be limited to the quantity needed to help achieve the minimum flow requirements of the Lower Hillsborough River after utilizing the quantity diverted from all other sources, as they are implemented, and as described in paragraphs 40D-8.073(2), (3), and (4). ~~40D-80.073(8)(b), (c) and (d).~~ F.A.C.

~~c. (H)~~ Priority Source Three – Diversions When TBC Middle Pool Elevations are Between 10.0 and 12.0 Feet NGVD (1929 or its 1988 equivalent).

The District will make all reasonable efforts to obtain authorization from the United States Army Corps of Engineers to allow the withdrawals of up to 7.1 million gallons on any given day from the TBC middle pool to aid in the Lower Hillsborough River minimum flow requirements when the TBC middle pool is below 12.0 feet and above 10.0 feet NGVD (1929 or its 1988 equivalent).

~~(I) A.~~ These diversions will only occur when the stage of the TBC lower pool has reached 6.0 feet NGVD (1929 or its 1988 equivalent), or the TBC lower pool is in a state of replenishment as described in sub-sub-sub-subparagraph 40D-80.073(2)(b)3.b.(III)B., ~~40D-80.073(8)(b)2.(ii)C.II.~~ F.A.C. These diversions will be limited to the quantity needed to help achieve the minimum flow requirements of the Lower Hillsborough River after utilizing the quantity diverted from all other sources, as they are implemented, and as described in paragraphs 40D-8.073(2), (3), and (4). ~~40D-80.073(8)(b), (c) and (d).~~ F.A.C., but will not exceed 7.1 million gallons on any given day.

~~(II) B.~~ These diversions shall cease if the elevation difference between the Hillsborough River and TBC middle pool exceeds 9.5 feet, if approved by the United States Army Corps of Engineers, as measured on either side of the District's Structure 161, or if the elevation difference between the TBC middle and lower pools exceeds 7.0 feet, as measured on either side of the District's Structure 162.

~~(III) C.~~ Diversions associated with this provision will not occur until the water transmission pipeline as set forth in subparagraph 40D-80.073(2)(g) ~~40D-80.073(8)(b)7.~~ F.A.C., is completed or by October 1, 2013, whichever is sooner. Once the stage in the TBC middle pool is below 12.0 feet NGVD (1929 or its 1988 equivalent), withdrawals to help meet the minimum flow for the Lower Hillsborough River are considered withdrawals from the storage of the TBC middle pool. When the stage is below 12.0 feet NGVD (1929 or its 1988 equivalent), the following restrictions apply:

~~A. I.~~ At no time shall withdrawals from the TBC middle pool to help meet the minimum flow for the Lower Hillsborough River cause the stage in the middle pool to go below 10.0 feet NGVD (1929 or 1988 equivalent), or cause the elevation difference between the TBC middle pool and Hillsborough River to exceed 9.5 feet, as measured on either side of the District's Structure 161, or cause the elevation difference between the TBC middle and lower pools to exceed 7.0 feet, as measured on either side of the District's Structure 162.

~~B. H.~~ If supplemental flows are required to help meet the Lower Hillsborough River minimum flow from this Priority Source, once withdrawals begin from storage they will continue until the TBC middle pool reaches an elevation of 10.0 feet NGVD (1929 or its 1988 equivalent). At such time as either of the conditions set forth in sub-sub-sub-sub-subparagraph 40D-80.073(2)(b)3.c.(III)A.,

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~~40D-80.073(8)(b)2.e.(III)C.I.~~, F.A.C., above, are met, the District shall cease withdrawals from the TBC middle pool. The District shall only reinstitute withdrawals from the TBC middle pool when its elevation equals or exceeds 12.0 feet NGVD (1929 or its 1988 equivalent), for 20 consecutive days, which is defined as the TBC Pool Replenishment, and there is less than 11 cfs of flow over the District's Structure 162.

C. ~~III.~~ The total withdrawn from storage on any one day shall not exceed 7.1 million gallons.

D. ~~IV.~~ Withdrawals from storage will be limited to the quantity needed to help achieve the minimum flow requirements of the Lower Hillsborough River after utilizing the quantity diverted from all other sources, as they are implemented, and as described in paragraphs 40D-8.073(2), (3), and (4). ~~40D-80.073(8)(b), (c) and (d).~~ F.A.C.

(c) 3. Sulphur Springs Project.

1. ~~a.~~ By October 1, 2009, and as specified in the Funding Agreement incorporated in paragraph (1) ~~(8)(a)~~ above, the City shall complete the modification of the lower weir to provide to the base of the dam all available flow from Sulphur Springs not needed to maintain the minimum flow for manatees as set forth in paragraph 40D-8.041(2)(b), F.A.C.

2. ~~b.~~ By October 1, 2010, the City shall complete the construction of the upper gates and the pump station to provide to the base of the dam all available flow from Sulphur Springs not needed to maintain the minimum flow for manatees as set forth in paragraph 40D-8.041(2)(b), F.A.C.

3. ~~c.~~ By October 1, 2012, and as specified in the Funding Agreement incorporated in paragraph (1) ~~(8)(a)~~ above, the City is to provide to the base of the dam, all available flow from Sulphur Springs not needed to maintain the minimum flow for Sulphur Springs as set forth in paragraph 40D-8.041(2)(a), F.A.C.

a. ~~(4)~~ These diversions shall not exceed 11.6 million gallons on any given day.

b. ~~(II)~~ The City is authorized to use any remaining quantities at Sulphur Springs for water supply purposes consistent with SWFWMD Water Use Permit No. 20002062.

4. ~~d.~~ Additionally, beginning on October 1, 2010, on days when the minimum flow requirements are being adjusted for the Lower Hillsborough River, as described in paragraph 40D-8.041(1)(b), F.A.C., and there is flow at Sulphur Springs in excess of the quantity needed to help meet the adjusted flow as described in paragraph 40D-8.041(1)(b), F.A.C., and the minimum flow requirements in paragraph 40D-8.041(2)(b), F.A.C., and the City is not using such flow to augment the Hillsborough River above the dam, the City shall move such quantity to the base of the City's dam up to the unadjusted quantities described in paragraph 40D-8.041(1)(b), F.A.C.

(d) 4. Blue Sink Analysis.

By October 1, 2010, and as specified in the Funding Agreement incorporated in paragraph (1) ~~(8)(a)~~ above, the City in cooperation with the District shall complete a thorough cost/benefit analysis to divert all available flow from Blue Sink in north Tampa to a location to help meet the minimum flow or to the base of the City's dam.

(e) 5. Transmission Pipeline Evaluation.

By October 1, 2010, and as specified in the Funding Agreement incorporated in paragraph (1) ~~(8)(a)~~ above, the City shall complete a thorough design development evaluation to construct a water transmission pipeline from the TBC middle pool to the City's David L. Tippin Water Treatment Facility, including a spur to just below the City's dam.

(f) 6. Blue Sink Project.

By October 1, 2011, and as specified in the Funding Agreement incorporated in paragraph (1) ~~(8)(a)~~ above, the City will provide all available flow from Blue Sink project to help meet the minimum flow provided that all required permits are approved, and it is determined that the project is feasible. Once developed, all water from this source shall be used to the extent that flow is available to help meet the minimum flow for the Lower Hillsborough River.

(g) 7. Transmission Pipeline Project.

By October 1, 2013, and as specified in the Funding Agreement incorporated in paragraph (1) ~~(8)(a)~~ above, the City shall complete the water transmission pipeline described in subparagraph 40D-80.073(2)(e). ~~40D-80.073(8)(b)5.,~~ F.A.C., and move the water the District will move as specified in subparagraphs 40D-80.073(2)(b) and (h). ~~40D-80.073(8)(b)2. and 8.,~~ F.A.C., to the Lower Hillsborough River directly below the dam as needed to help meet the minimum flow or to transport water in accordance with SWFWMD Water Use Permit No. 20006675.

1. ~~a.~~ This transmission line will eliminate all adjustment for losses described in subparagraphs 40D-80.073(2)(b) and (h). ~~40D-80.073(8)(b)2. and 8.,~~ F.A.C.

Exhibit A

~~2. b.~~ Additionally, the City will provide an additional flow of 1.9 million gallons each day to the base of the dam from the TBC middle pool provided that water is being transported in accordance with SWFWMD Water Use Permit No. 20006675. This additional 1.9 million gallons each day is anticipated to be part of the water savings associated with this transmission pipeline.

~~3. e.~~ Once the pipeline is completed, the 1.9 million gallons each day of additional flow provided by the City as part of the water savings associated with the pipeline will be used in preference to all other sources except Sulphur Springs and Blue Sink to help meet the minimum flow for the Lower Hillsborough River.

~~4. d.~~ In the event that this pipeline is not substantially completed by October 1, 2013, or that the City did not provide the District with a minimum ninety (90) days notice prior to October 1, 2013, of the delay of completion of the pipeline due to circumstances beyond its control, then, the City will be responsible for delivering the flows the District was previously obligated to divert from the TBC middle pool to the Hillsborough River and then to immediately below the City's dam under subparagraphs 40D-80.073(2)(b) and (h), 40D-80.073(8)(b)2. and 8., F.A.C.; except that the District shall continue to be responsible to pump water from the TBC lower pool to the middle pool as described in ~~sub-subparagraph 40D-80.073(2)(b)2., 40D-80.073(8)(b)2.b.,~~ F.A.C., and from Morris Bridge Sink to the TBC middle pool as described in subparagraph 40D-80.073(2)(h), 40D-80.073(8)(b)8., F.A.C.

~~5. e.~~ The City shall also provide the 1.9 million gallons each day if needed to help meet the flow described in this provision, from some other permissible source and is obligated to do so pursuant to ~~sub-subparagraph (2)(b)4. (8)(b)2.d.~~ above.

(h) 8. Morris Bridge Sink Project.

~~1. a.~~ By October 1, 2012, or earlier, and upon completion of the project, provided that any permit that may be required is approved, the District shall divert up to 3.9 million gallons of water on any given day from the Morris Bridge Sink to the TBC middle pool.

~~a. (f)~~ The Morris Bridge Sink diversions will be limited to the quantity needed to achieve the minimum flow requirements of the Lower Hillsborough River, after utilizing the quantity diverted from Sulphur Springs, Blue Sink and the 1.9 million gallons of water savings each day anticipated from the transmission pipeline, as they are implemented, and as described in subparagraphs 40D-80.073(2)(a), (c), (f), and (g), 40D-80.073(8)(b)1., 3., 6. and 7., F.A.C.

~~b. (H)~~ However, on days when Tampa Bay Water does not draw the TBC lower pool down to 9.0 feet NGVD (1929 or its 1988 equivalent) for water supply purposes, and supplemental flow is needed for the Lower Hillsborough River minimum flow requirements beyond water that can be delivered from Sulphur Springs, Blue Sink and the 1.9 million gallons of water savings each day anticipated from the transmission pipeline described in subparagraphs 40D-80.073(2)(a), (c), (f), and (g), 40D-80.073(8)(b)1., 3., 6. and 7., F.A.C., the District shall divert up to 7.1 million gallons on any given day from the TBC lower pool to the TBC middle pool prior to diverting flows from the Morris Bridge Sink to the TBC middle pool.

~~c. (H)~~ The District shall cease to divert water from the TBC lower pool under this provision once the elevation of the TBC lower pool reaches 9.0 feet NGVD (1929 or its 1988 equivalent).

~~2. b.~~ Prior to the completion of the pipeline described in subparagraph 40D-80.073(2)(g) 40D-80.073(8)(b)7., F.A.C., the District shall transfer any water delivered to the TBC middle pool from the Morris Bridge Sink or the TBC lower pool under this provision to the Hillsborough River near the District's Structure 161.

~~a. (f)~~ These deliveries shall be made on the same day the District delivers water from the Morris Bridge Sink or the TBC lower pool.

~~b. (H)~~ The District shall then deliver 75 percent of any water diverted to the Hillsborough River under this provision to the Lower Hillsborough River. This delivery shall be from the Hillsborough River just above the City's dam to immediately below the City's dam.

~~c. (H)~~ The deliveries of the water from the Morris Bridge Sink to the TBC middle pool then on to the Hillsborough River are in addition to any other diversions from the TBC middle pool to the Hillsborough River described in subparagraphs 40D-80.073(2)(b) and (h), 40D-80.073(8)(b)2. and 8.

~~3. e.~~ Once the City completes the water transmission pipeline described in subparagraphs 40D-80.073(2)(e) and (g), 40D-80.073(8)(b)5. and 7., F.A.C., or as may be otherwise responsible for delivering the flows the District was previously obligated to divert pursuant to subparagraph 40D-80.073(2)(g) 40D-80.073(8)(b)7., F.A.C., the City shall move any water the District delivers to the TBC middle pool from Morris Bridge Sink or the TBC lower pool under this provision to the Lower Hillsborough River directly below the dam. Such delivery by the City will occur on the same day the District delivers the water from the Morris Bridge Sink or the TBC lower pool to the TBC middle pool.

~~4. d.~~ At no time shall withdrawals from the TBC under this provision cause:

Exhibit A

a. ~~(4)~~ The elevation difference between the TBC middle pool and Hillsborough River to exceed 9.5 feet as measured on either side of the District's Structure 161; or

b. ~~(4)~~ The elevation difference between the TBC middle and lower pools to exceed 7.0 feet as measured on either side of the District's Structure 162.

(i) ~~9.~~ Beginning October 1, 2017, the City shall be required to meet the minimum flows at the base of the dam as set forth in subsection 40D-8.041(1), F.A.C.

(3) ~~(e)~~ The City and the District shall, as specified in the Funding Agreement incorporated in paragraph (1) ~~(8)(a)~~ above, cooperate in the evaluation of options for storage of water (Storage Projects) such as aquifer storage and recovery and additional source options (e.g., diversions from Morris Bridge Sink greater than those described in subparagraph ~~40D-80.073(2)(h), 40D-80.073(8)(b)8.,~~ F.A.C.), in sufficient permitable quantities, that upon discharge to the base of the dam, together with the other sources of flow described in paragraph ~~40D-80.073(2), 40D-80.073(8)(b),~~ F.A.C., will meet the minimum flows beginning October 1, 2017, or earlier.

(4) ~~(4)~~ The City may propose for District approval additional source or storage projects that when completed may be used in lieu of all or part of one or more sources described in subparagraphs ~~40D-80.073(2)(b)-(h), 40D-80.073(8)(b)2-8.,~~ F.A.C.

(5) ~~(e)~~ Any District sponsored project, which shall include evaluation of up to 3.9 million gallons per day of additional quantities other than those identified in subparagraph ~~40D-80.073(2)(h), 40D-80.073(8)(b)8.,~~ F.A.C., from the Morris Bridge Sink, shall be implemented by the District no later than October 1, 2017, provided that it is deemed feasible by the District, to eliminate or reduce the need to divert water from the TBC middle and lower pool storage as described in subparagraph ~~40D-80.073(2)(b), 40D-80.073(8)(b)2.,~~ F.A.C. Such projects shall be implemented only after receiving any required permits.

(6) ~~(4)~~ Each spring, beginning in 2008, the District shall review the recovery strategy to assess the progress of implementation of the recovery strategy and report that progress to the Governing Board. This annual review and report shall include identification of the Storage Projects or other additional source options that will be operational by October 1, 2017. If and when developed, Storage Projects or other additional source options to supply supplemental flows to meet the minimum flow will be used in preference to removal of water from storage in either the middle or lower pools of the TBC as described in paragraph ~~40D-80.073(2), 40D-80.073(8)(b),~~ F.A.C.

(7) ~~(e)~~ The City and the District shall continue the existing monitoring and analysis of the water resources within the Lower Hillsborough River and the District shall provide this information to the Governing Board as part of the annual review and report described in paragraph (4) ~~(8)(4),~~ above.

(8) ~~(4)~~ In 2013, and for each five-year period through 2023, the District shall evaluate the hydrology, dissolved oxygen, salinity, temperature, pH and biologic results achieved from implementation of the recovery strategy for the prior five years, including the duration, frequency and impacts of the adjusted minimum flow as described in paragraph 40D-8.041(1)(b), F.A.C. As part of the evaluation, the District will assess the recording systems used to monitor these parameters. The District shall also monitor and evaluate the effect the Recovery Strategy is having on water levels in the Hillsborough River above the City's dam to at least Fletcher Avenue. The District will evaluate all projects described in this Recovery Strategy relative to their potential to cause unacceptable adverse impacts prior to their implementation.

(9) ~~(4)~~ In conjunction with recovery of the Lower Hillsborough River and to enhance restoration of McKay Bay and Palm River estuary, the District intends to undertake a wetland restoration project adjacent to McKay Bay. The City agrees to contribute to the project by providing up to 7.1 million gallons on any given day of reclaimed water, as needed for the project. Within five years of completion of this wetland project, and for two subsequent five-year periods thereafter, the District shall review the hydrologic, dissolved oxygen, salinity, temperature, pH and biologic results achieved from the implementation of the restoration project and other similar District projects that may occur.

Figure 80-1 No change.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.036, 373.0361, 373.171, 373.0421, 373.0831, 373.1963 FS. History- New 8-3-00, Amended 8-3-00, 11-25-07, 5-26-10, 5-19-14, ____.

Exhibit A

Proposed Amendment to Rule 40D-2.801, Florida Administrative Code, to Repeal Northern Tampa Bay Water Use Caution Area Comprehensive Environmental Resources Recovery Plan

40D-2.801 Water Use Caution Areas.

(1) through (2) No change.

(3) The regions described in this rule have been declared WUCAs by the District Governing Board. This rule reaffirms the declaration of WUCAs and creates conditions to be applied to water users in those areas.

(a) No change.

(b) Southern Water Use Caution Area (SWUCA). To address lowered lake levels, stream flows and ground water levels, water quality degradation and adverse impacts to water users, the Governing Board declared all or portions of Manatee, Sarasota, DeSoto, Hardee, Charlotte, Highlands, Hillsborough and Polk Counties within the District's boundaries a WUCA on October 26, 1992, pursuant to Resolution Number 92-10.

1. through 4. No change.

5. Any permit with a withdrawal point located within the boundaries of the SWUCA is deemed to be within the SWUCA. Permits with permitted withdrawals in more than one (1) WUCA shall be subject to the conservation and reporting requirements of the WUCA within which the majority of permitted quantities are withdrawn, or projected to be withdrawn, in addition to all other rule criteria, including MFL requirements, as set forth in Chapter 40D-2, F.A.C., and the WUP Applicant's Handbook Part B. ~~Nothing in the rules and WUP Applicant's Handbook Part B specific to the SWUCA shall be interpreted or applied in any manner that would interfere with the Comprehensive Plan for the Northern Tampa Bay Area as outlined in Rule 40D-80.073, F.A.C.~~

6. through 7. No change.

(c) Dover/Plant City Water Use Caution Area. To address adverse impacts to water users and offsite land uses due to groundwater withdrawals during frost/freeze events, the Governing Board has established portions of Hillsborough and Polk Counties as a WUCA effective as of 6-16-11.

Figure 2-1 No Change.

Figure 2-2 No Change.

1. through 3. No change.

4. Any permit with a withdrawal point located within the boundaries of the Dover/Plant City WUCA is deemed to be within the Dover/Plant City WUCA. Permits with permitted withdrawals in more than one WUCA shall be subject to the conservation and reporting requirements, if any, of the WUCA within which the majority of permitted quantities are withdrawn, or projected to be withdrawn, in addition to all other rule criteria, including MFL requirements, as set forth in Chapter 40D-2, F.A.C., and the WUP Applicant's Handbook Part B. However, the Dover/Plant City WUCA provisions shall supersede any other rule criteria that creates conflicting or more stringent requirements. ~~Nothing in the rules and the WUP Applicant's Handbook Part B specific to the Dover/Plant City WUCA shall be interpreted or applied in any manner that would interfere with the Comprehensive Plan for the Northern Tampa Bay Area as outlined in Rule 40D-80.073, F.A.C.~~

5. through 6. No change.

Figure 2-3 No change.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.042, 373.0421, 373.171, 373.216, 373.219, 373.223 FS. History—New 10-5-74, Formerly 16J-3.30, Amended 10-1-89, 11-15-90, 3-1-91, 7-29-93, 1-1-03, 1-1-07, 10-1-07, 2-13-08, 4-7-08, 5-26-10, 6-16-11, 10-14-12, 5-19-14, ____.

Exhibit A

Proposed Amendment to Rule 40D-2.801, Florida Administrative Code, to Repeal Northern Tampa Bay Water Use Caution Area Comprehensive Environmental Resources Recovery Plan

40D-2.091 Publications and Forms Incorporated by Reference.

(1) The following publications are hereby incorporated by reference into this chapter, and are available from the District's website at www.WaterMatters.org or from the District upon request:

(a) Water Use Permit Applicant's Handbook Part B (also referred to as the WUP Applicant's Handbook) (rev. ____ ~~11/19~~), (<https://www.flrules.org/Gateway/reference.asp?No=Ref-XX> <https://www.flrules.org/Gateway/reference.asp?No=Ref-11553>).

(b) No change.

(2) through (3) No change.

Rulemaking Authority 373.044, 373.113, 373.118, 373.171 FS. Law Implemented 373.036, 373.0363, 373.042, 373.0421, 373.079(4)(a), 373.083(5), 373.116, 373.117, 373.1175, 373.118, 373.149, 373.171, 373.185, 373.216, 373.217, 373.219, 373.223, 373.227, 373.228, 373.229, 373.236, 373.239, 373.243, 373.250, 373.705, 373.709, 373.715 FS. History—New 10-1-89, Amended 11-15-90, 2-10-93, 3-30-93, 7-29-93, 4-11-94, 7-15-98, 7-28-98, 7-22-99, 12-2-99, 8-3-00, 9-3-00, 4-18-01, 4-14-02, 9-26-02, 1-1-03, 2-1-05, 10-19-05, 1-1-07, 8-23-07, 10-1-07, 10-22-07, 11-25-07, 12-24-07, 2-13-08, 2-18-08, 4-7-08, 5-12-08, 7-20-08, 9-10-08, 12-30-08, 1-20-09, 3-26-09, 7-1-09, 8-30-09, 10-26-09, 11-2-09, 1-27-10, 4-27-10, 5-26-10, 6-10-10, 6-30-10, 6-16-11, 12-12-11, 10-14-12, 2-7-13, 2-18-13, 5-19-14, 9-29-15, 4-2-17, 2-18-20, ____.

Exhibit B

Proposed Amendments to WUP Applicant's Handbook, Part B, to Repeal Northern Tampa Bay Water Use Caution Area Comprehensive Environmental Resources Recovery Plan

Southwest Florida Water Management District

WATER USE PERMIT

APPLICANT'S HANDBOOK

Part B

2020

September 2015

Revised – _____ ~~January~~

3.3 EVALUATION OF IMPACTS TO WATER RESOURCES.

The withdrawal of water must not cause adverse impacts to environmental features. Where appropriate, District staff will review the Applicant's submittal and identify the environmental features that are directly related to the water resources of the District and evaluate the impact of the Applicant's withdrawal, combined with other withdrawals, on those environmental features.

District staff may inspect the site to delineate environmental features and evaluate the effects of withdrawal. If withdrawals are determined by the District to have impacted or anticipated to impact environmental features, an Applicant shall supply additional information regarding the existing status and condition of associated environmental features. This information may consist of aerial photographs, topographic maps, hydrologic data, environmental assessments or other relevant information. Baseline hydrologic and/or environmental data collected prior to permit application shall be provided if available and requested by the District.

Environmental features that will be evaluated by District staff when determining impacts include:

1. Surface water bodies such as lakes, ponds, impoundments, sinks, springs, streams, canals, estuaries, or other watercourses.
2. Wetland habitats.
3. On-site environmental features and their relationship to local and regional landscape patterns.
4. Habitat for threatened or endangered species.
5. Other environmental features which are dependent upon the water resources of the District.

Potential environmental impacts will be evaluated by comparing the existing natural system to the predicted post withdrawal conditions. Previous physical alterations to environmental features, such as drainage systems or water control structures will be considered. The District's objective is to achieve a reasonable degree of protection for environmental features consistent with the overall protection of the water resources of the District.

Listed below are the performance standards District staff will use to ensure that adverse impacts to environmental features do not occur. Impacts to canals, springs, and estuaries are considered under the streams criteria. Impacts to ponds, sinks, and impoundments are considered under the lakes criteria.

~~Compliance with the performance standards shall be addressed as specified in Rule 40D-80.073, F.A.C. for Permittees encompassed within the Comprehensive Plan.~~

3.4 SALINE WATER INTRUSION.

A WUP application shall be denied if the application requests quantities that would cause harmful saline water intrusion, or harmful upconing. Harmful saline water intrusion occurs if the Applicant's withdrawals are projected to cause movement of the saline water interface, or upconing that adversely affects, or is predicted to adversely affect, other existing legal uses of water; the Applicant; or the public health, safety, and general welfare.

~~Compliance with the performance standards for Permittees encompassed within the Comprehensive Plan set forth in Rule 40D-80.073, F.A.C., shall be addressed in such Rule.~~

~~**3.9.3.1 USES THAT AFFECT WATER BODIES FOR WHICH MINIMUM FLOWS AND LEVELS HAVE BEEN ADOPTED.**~~

~~In establishing Minimum Flows and Levels within the NTB WUCA, the District has determined that the actual water levels in many of the water bodies for which Minimum Flows and Levels have been established are below the Minimum Flow and Level. The District is implementing a recovery strategy to address water bodies that are below their Minimum Flows and Levels. The recovery strategy, and associated mitigation plan, referred to as the Comprehensive Plan, is described in Rule 40D-80.073, F.A.C. The requirements of sections 3.9.3.1.1 through 3.9.3.4.1.4 effectuate part of the Comprehensive Plan and shall be effective only through December 31, 2020. Compliance with this section does not, by itself, satisfy the other conditions for issuance of Chapter 40D-2, F.A.C., including Rule 40D-2.301, F.A.C.~~

3.9.3.1.1 FOR NEW WITHDRAWALS PROPOSED AFTER AUGUST 3, 2000.

3.9.3.1.1.1 WHERE ABOVE MINIMUM FLOW OR LEVEL.

For water bodies that are predicted to be impacted by the proposed withdrawal and where the actual flow or level is at or above a Minimum Flow or Level, withdrawals shall be limited to that quantity, as may be further limited by other provisions of Rule 40D-2.301, F.A.C., and this Applicant's Handbook, that does not cause the

actual flow to fall below the Minimum Flow, nor cause the actual level to fall below the Minimum Level, ~~on a long-term average basis (the “Baseline Quantity”). For purposes of this section, “long-term” means a period which spans the range of hydrologic conditions which can be expected to occur based upon historical records, ranging from high water levels to low water levels. In the context of a predictive model simulation, a long-term simulation will be insensitive to temporal fluctuations in withdrawal rates and hydrologic conditions, so as to simulate steady-state average conditions. In the context of an average water level, the average will reflect the expected range and frequency of levels based upon historic conditions. This period will vary because reasonable scientific judgment is necessary to establish the factors to be used in the assessment of each application depending on the geology and climate of the area of withdrawal, the depth of and number of wells and the quantity to be withdrawn.~~

A. If the withdrawal of the requested quantity of water does not meet the requirements in this section, the Applicant shall identify the Baseline Quantity, and the District shall consider, as may be further limited by other provisions of Rule 40D-2.301, F.A.C., and this Applicant’s Handbook, the authorization of the additional quantity of water to be withdrawn where the Applicant:

(1) Demonstrates that there are no reasonable means to modify the proposed withdrawal to meet the conditions in this section, including the use of alternative supplies, to reduce or replace the amount of the requested quantity ~~exceeding the Baseline Quantity~~. Cost shall not be the sole basis for determining whether the means are reasonable.

(2) Provides reasonable assurance that significant harm will be prevented to the wetlands and surface water bodies that could be affected by the proposed withdrawal if the requested quantity is withdrawn.

(3) Demonstrates that any measures used to provide the reasonable assurance specified in Section 3.9.3.1.1.1A(2) above will not cause a violation of any of the criteria listed in Rules 40D-2.301, 40D-4.301, or 40D-4.302, F.A.C., as applicable.

B. To support whether the ~~Applicant~~ Applicant has provided reasonable assurance pursuant to Section 3.9.3.1.1.1A(2), the Applicant must submit an environmental management plan (EMP) for approval by the District describing the measures to be used to prevent significant harm from withdrawal of the requested quantity. The EMP must include a monitoring program for early detection of impacts to wetlands and surface water bodies that could be affected by the proposed withdrawal and an implementation scheme for corrective actions to prevent adverse impacts. The EMP shall include provisions to evaluate changes in water quality, water levels, vegetation, and fish and wildlife. The EMP shall also include clear thresholds as to when the implementation scheme will be initiated. The implementation scheme shall include details as to how the proposed measures will be effected, the methods to be followed in order to functionally replicate the natural hydrologic regime of affected water bodies, and efforts to be undertaken to minimize the effects of changes in water chemistry. The implementation scheme shall also require reduction of pumping ~~to the Baseline Quantity as a corrective action~~ if no other measures, including augmentation, are successful in preventing ~~unacceptable~~ adverse impacts to wetlands and surface water bodies due to withdrawals. An approved EMP shall be incorporated as a special condition to any permit issued.

(1) The measures proposed may include augmentation of affected water bodies or modification of existing drainage structures to prevent significant harm to affected water bodies, provided that the measures within the EMP minimize the need for augmentation ~~augmentations~~ to the greatest extent practical.

(2) If augmentation is proposed, the Applicant will be required to identify in the application and monitor a representative number of wetlands in the vicinity of the withdrawal. The monitored wetlands shall include a representative number of MFL or MFL surrogate wetlands not receiving augmentation. An MFL surrogate wetland is the nearest wetland site of the same type and condition to the proposed withdrawal that is not anticipated to require augmentation. The monitored wetlands shall also include, where available, non-MFL wetlands not receiving augmentation as well as MFL and non-MFL wetlands proposed for augmentation.

(3) A representative number of wetlands is a number of a particular type or types of wetlands, in the vicinity of the withdrawal, sufficient to adequately determine the hydrologic response of the wetlands and surface water bodies that could be affected by the proposed withdrawal to rainfall and water withdrawals.

(4) If augmentation is proposed to rehydrate lakes or wetlands, in order for a water use permit authorizing the requested quantity to be issued, the ~~Applicant~~ Applicant shall demonstrate that:

(a) The measures within the proposed EMP minimize the quantity of water required for augmentation by raising water levels by filling or blocking ditches, removing culverts or outflows, or other alterations, where practical and feasible, and whether such alterations will achieve the applicable minimum level.

If the measures proposed by the application identify the need for specific ERPs, such permits must be obtained prior to withdrawal of the requested quantities.

(b) The Applicant has proposed use of the lowest quality of water for augmentation which is scientifically, technically and environmentally feasible to prevent adverse impacts;

(c) Measures within the proposed EMP minimize the need for groundwater augmentation to the greatest extent practical based on the quantity, frequency and duration of the anticipated use.

(d) The measures within the proposed EMP minimize or avoid the potential for adverse impacts to water quality or fish and wildlife in the wetland or surface water body receiving supplemental hydration, and, if such a potential exists, the EMP contains adequate measures to detect impacts at an early stage and to prevent adverse impacts in an expeditious manner;

(e) The measures within the proposed EMP minimize or avoid the potential for the establishment or spread of undesirable aquatic vegetation in the wetland or surface water body receiving augmentation and, if such a potential exists, the EMP contains adequate measures to detect vegetative changes at an early stage and to prevent undesirable vegetative changes in an expeditious manner.

(f) The quantity of water needed for augmentation is outweighed by the quantity of water made available for other uses.

(g) The quantity of water needed for augmentation is reasonable compared to the adverse impacts to be prevented.

(h) The adverse impact to be prevented by augmentation results in benefits that outweigh the potential for impacts caused by the additional withdrawal; and

(i) The quantity of the water used for augmentation is reasonable considering the proportion expected to percolate into the aquifer.

C. Wetlands or other surface water bodies receiving augmentation must have flow meters to measure the quantity of augmentation water used at each site. This information shall be reported to the District as required by permit condition.

D. Pursuant to Chapter 373, F.S., and Chapter 40D-2, F.A.C., permits may be conditioned to include aquifer regulatory levels intended to achieve compliance with one or more of the Chapter 40D-2, F.A.C., conditions for issuance, including Rule 40D-2.301, F.A.C., Minimum Flows and Levels criteria. The aquifer regulatory level that will be appropriate for any particular permit, considering all conditions for issuance, is the level that results from the more stringent condition. If augmentation with ground water is proposed pursuant to sections 3.9.3.1.1.1A and 3.9.3.1.1.1B, the Applicant will be required to propose a Floridan aquifer regulatory level for each of the MFL wetlands or MFL surrogate wetlands not receiving augmentation in the vicinity of the proposed water use permit. The aquifer regulatory level for each MFL wetland or MFL surrogate wetland not receiving augmentation with groundwater shall be the Floridan aquifer level that does not cause the Minimum Level to be exceeded on a long-term basis, based solely on withdrawal management. The aquifer regulatory level for MFL wetlands receiving augmentation with groundwater shall be the Floridan aquifer level taking into account the benefits of the augmentation. The procedures described below are those applicable to the determination of an aquifer regulatory level relating to Rule 40D-2.301(2)(h), F.A.C., where the District authorizes a quantity of Upper Floridan aquifer groundwater pursuant to section 3.9.3.1.1.1A when an Applicant proposes prevention measures, that are specified in any permit issued as follows:

(1) The aquifer regulatory level is the long-term average potentiometric level that will not result in significant harm to a water body for which a Minimum Flow or Level has been established in Chapter 40D-8, F.A.C., taking into account the effects of prevention measures such as augmentation on the impacted Minimum Flow or Level. The aquifer regulatory level for the Upper Floridan aquifer shall be proposed by the Applicant, as needed, and if approved by the District shall be included within the WUP issued. The aquifer regulatory level will be used to determine the annual average quantities for the WUP that does not result in significant harm to water resources taking into account prevention measures such as augmentation. The aquifer regulatory level is one of several long-term compliance tools that are evaluated by the District, but is not a mechanism to control withdrawals on a short term basis. The aquifer regulatory level and the quantities granted based on this level shall be adjusted if data indicate that significant harm is occurring because of the withdrawals or if data indicates that additional withdrawals can be permitted without causing significant harm.

(2) The aquifer regulatory level for the Upper Floridan aquifer shall be calculated based on the relationship between the potentiometric level of the Upper Floridan aquifer and water levels in the surficial aquifer

system and associated wetlands and lakes, taking into account the measures proposed by the applicant to prevent the significantly harmful impacts of withdrawals. The Floridan aquifer regulatory levels associated with MFL wetlands or MFL surrogate wetlands not receiving augmentation, shall be equal to the Floridan aquifer level that does not cause the Minimum Level to be exceeded on a long-term basis; based solely on withdrawal management. The Floridan aquifer regulatory level associated with MFL wetlands that receive augmentation shall be determined according to the following guidelines:

(a) Determine the historic average Upper Floridan aquifer potentiometric level in the vicinity of the MFL wetland or MFL lake. The historic average potentiometric level is estimated for each site as follows:

(i) If an Upper Floridan aquifer monitor well is located in the vicinity, and if the available pre-withdrawal potentiometric level data are sufficient to capture the expected long-term range of pre-withdrawal potentiometric levels, then the historic average potentiometric level is calculated by taking the average of the pre-withdrawal potentiometric level data.

(ii) If an Upper Floridan aquifer monitor well is located in the vicinity, and if the available pre-withdrawal potentiometric level data are not sufficient to capture the expected long-term range of pre-withdrawal potentiometric levels, then the historic average potentiometric level shall be estimated using best available data and methods. Methods may include correlation of the available pre-withdrawal potentiometric level data to historic potentiometric data in other areas of the region and estimating the historic average potentiometric level at the site in question using statistical analysis.

(iii) If no pre-withdrawal potentiometric level data for an existing Upper Floridan aquifer monitor well in the vicinity are available, then the historic average potentiometric level is determined by adding the absolute value of the estimated current average cumulative drawdown at the well to the current average potentiometric level of the well.

(iv) If no Upper Floridan aquifer monitor well exists in the vicinity of each MFL lake or MFL wetland, the historic average potentiometric level can be determined based on an evaluation of regional aquifer potentiometric level data, including potentiometric surface maps.

(b) Estimate the resulting cumulative Upper Floridan aquifer potentiometric level drawdown at the location of the MFL wetland or MFL lake utilizing acceptable ground water flow models or analytical techniques, resulting from the proposed and existing withdrawals, taking into account the effect of the prevention measures proposed by the WUP Applicant such that the drawdown together with the prevention measures will not cause significant harm to the MFL wetland or MFL lake (hereinafter referred to as the "Resulting Drawdown").

(c) Subtract the Resulting Drawdown from the historic average potentiometric level to calculate the aquifer regulatory level.

(d) The Resulting Drawdown shall be determined using industry-standard ground water flow models or analytical techniques, based on best available aquifer-characteristic information, simulating long-term average water use and hydrologic conditions.

(e) If the District determines that reasonable assurances have been provided pursuant to section 3.9.3.1.1.1A, the District shall authorize the additional quantity of water to be withdrawn.

~~3.9.3.1.1.2 — FOR NEW QUANTITIES THAT AFFECT A WATER BODY THAT IS BELOW MINIMUM FLOW OR LEVEL.~~

~~— Requests for withdrawals of new quantities of water that are projected to impact a water body which is below its minimum flow or level shall not be approved unless the new quantities are used solely for furthering the attainment of the objective set forth in the Comprehensive Plan in Rule 40D-80.073, F.A.C.~~

~~3.9.3.1.2.2 — WHERE BELOW MINIMUM FLOW OR LEVEL.~~

~~— For water bodies that are affected by the withdrawal and where the actual flow or level is below a Minimum Flow or Level.~~

~~A. Tampa Bay Water Central System Facilities.~~

~~Compliance with established Minimum Flows and Levels for water bodies that are adversely impacted by withdrawals from the Tampa Bay Water Central System Facilities shall be addressed as specified in this Applicant's Handbook and Rule 40D-80.073, F.A.C.~~

~~B. Other Existing Permittees as of August 3, 2000.~~

~~Compliance with the performance standards for Permittees encompassed within the Comprehensive Plan set forth in Rule 40D-80.073, F.A.C., shall be addressed as specified in Rule 40D-80.073, F.A.C.~~

3.9.3.4 LAKE IMPACTS.

A stressed condition for a lake is defined to be chronic fluctuation below the normal range of lake level fluctuations as defined in section 3.9.2.5.1. For lakes with District-established management levels, a stressed condition is a chronic fluctuation below the minimum low management level. For those lakes without established management levels, stressed conditions shall be determined on a case-by-case basis through site investigation by District staff during the permit evaluation process. ~~The District maintains a list of lakes within the WUCA which have been determined to be stressed.~~

~~3.9.3.4.1.3 STRESSED LAKES NEW GROUND WITHDRAWALS.~~

~~New groundwater withdrawals that adversely impact stressed lakes, or which would cause a lake to become stressed, shall not be permitted.~~

~~3.9.3.4.1.4 COMPLIANCE WITH THE COMPREHENSIVE PLAN.~~

~~Compliance by Permittees with the standard permitting criteria for wetlands, lakes, streams, springs and aquifer levels set forth in Sections 3.3, 3.9 and 3.4 of Applicant's Handbook shall be as specified in the Comprehensive Plan set forth in Rule 40D-80.073, F.A.C. In all other respects, Permittees shall be governed by the criteria set forth in Rule 40D-2.301, F.A.C.~~

CONSENT AGENDA**March 23, 2021****General Counsel's Report: Acquisition of Mineral Rights - Myakkahatchee Creek Project - SWF
Parcel Nos. 21-694-102 and 21-694-103C**

The Mabry Carlton Ranch, Inc. property (Myakkahatchee Creek Project) was jointly acquired by the District and Sarasota County in December 2007, depiction attached as Exhibit 1. The transaction included the purchase of a conservation easement over 7,630 acres, and fee simple title to 4,746 acres in which the District already held a conservation easement interest. The oil, gas, and mineral rights (mineral rights) to the 4,746 acres purchased in fee and 4,838 acres of the 7,630 acres over which the conservation easement was purchased had previously been severed.

At the time of closing several conditions of the transaction remained incomplete including the acquisition of all mineral rights held by third parties. To ensure fulfillment of the conditions Mabry Carlton Ranch, Inc., Sarasota County, and the District agreed to place \$5,000,000 in escrow and entered into an Escrow Agreement prescribing the responsibilities of each of the parties regarding completion of the remaining conditions. The original term of the Escrow Agreement was through December 2012; however, the Escrow Agreement has subsequently been extended annually through 2018. As contractual conditions were satisfied during this time half of the escrowed funds were released. The balance of escrowed funds is currently \$2,500,000 and was specifically retained for the acquisition of the severed mineral rights.

In 2007 approximately 20 percent of the mineral rights were held by third parties. Since 2007 Mabry Carlton Ranch Inc., has diligently pursued acquisition of the outstanding mineral rights and today 2.6 percent remain outstanding, held by two owners. In December 2018, Mabry Carlton Ranch, Inc., declined to extend the Escrow Agreement a seventh time. In accordance with the terms of the 6th Amendment to the Escrow Agreement and to preserve the continued availability of the remaining escrowed funds to acquire the outstanding mineral rights, the District and Sarasota County notified Mabry Carlton Ranch, Inc. that they intended to proceed with acquisition of the remaining mineral rights in accordance with the terms of the 6th Amendment to the Escrow Agreement, attached as Exhibit 2, that could include the use of eminent domain.

Since providing notice to Mabry Carlton Ranch, Inc., the District has taken the lead negotiating acquisition of the remaining mineral rights with the last two mineral rights owners. The terms of the Escrow Agreement have been followed and both Sarasota County and Mabry Carlton Ranch, Inc. have been kept apprised of each step of the negotiation process.

The outstanding mineral rights are fractionalized, with one owner, S.C. Property Tax Ventures having 4/768 interest, and the second owner, Patricia Kranzlein, having 16/768 interest. The District negotiated a proposed resolution with the two mineral rights owners and Mabry Carlton Ranch, Inc. S.C. Property Tax Ventures agreed to sell its mineral rights for \$12,000 and Patricia Kranzlein agreed to sell her mineral rights for \$40,000, together a total of \$52,000. Mabry Carlton Ranch, Inc. agreed to contribute \$7,000 towards the acquisition of the combined mineral rights, based on its valuation of the combined mineral rights, and payment to the District and Sarasota County an additional \$25,000 for administrative expenses, a total of \$32,000. In July 2020, the District's Governing Board, and the Sarasota County Commission each approved a contribution of an additional \$10,000 to be added to Mabry Carlton Ranch, Inc.'s \$32,000 to meet the total purchase price negotiated by the District.

Since negotiating the proposed acquisition of the mineral rights in accordance with terms described above, the current Escrow Agent, Fidelity National Title of Florida, Inc., has indicated that it is no longer willing to continue as Escrow Agent and is threatening to interplead the escrowed funds with the court in Sarasota County, and Patricia Kranzlein, having previously agreed to sell her mineral rights for \$40,000, has since refused to sign a Purchase & Sale Agreement for that amount. S.C. Property Tax Ventures remains willing to proceed as agreed. To allow the District and Sarasota County additional time to complete the transaction with S.C. Property Tax Ventures and attempt to complete the transaction with Patricia Kranzlein, the District, Sarasota County and Mabry Carlton Ranch, Inc., are developing a new Escrow Agreement, attached as Exhibit 3. The salient terms of the new Escrow Agreement are as follows:

- Names Fuentes & Kreisher Title Company as the new Escrow Agent, if necessary.
- Provides a 6-month duration from the date of the last of the parties to sign.
- Provides for a release of the escrowed funds to Mabry Carlton Ranch, Inc., at the expiration of the Escrow Agreement less the amount of its contribution necessary to settle with Patricia Kranzlein.
- Mabry Carlton Ranch, Inc. agrees to defend against any action taken by Patricia Kranzlein if such action has a material adverse effect on the conservation of the Property for a period of 5 years from the expiration of the Escrow Agreement.

The District, Sarasota County and Mabry Carlton Ranch, Inc., are continuing to discuss the amount of Mabry Carlton Ranch, Inc.'s contribution to remain for the benefit of the District and Sarasota County upon expiration of the new Escrow Agreement and release of the escrowed funds. Sarasota County staff is willing to seek additional funds, if necessary, to ensure sufficient funds to meet the \$40,000 purchase price previously agreed to by Patricia Kranzlein.

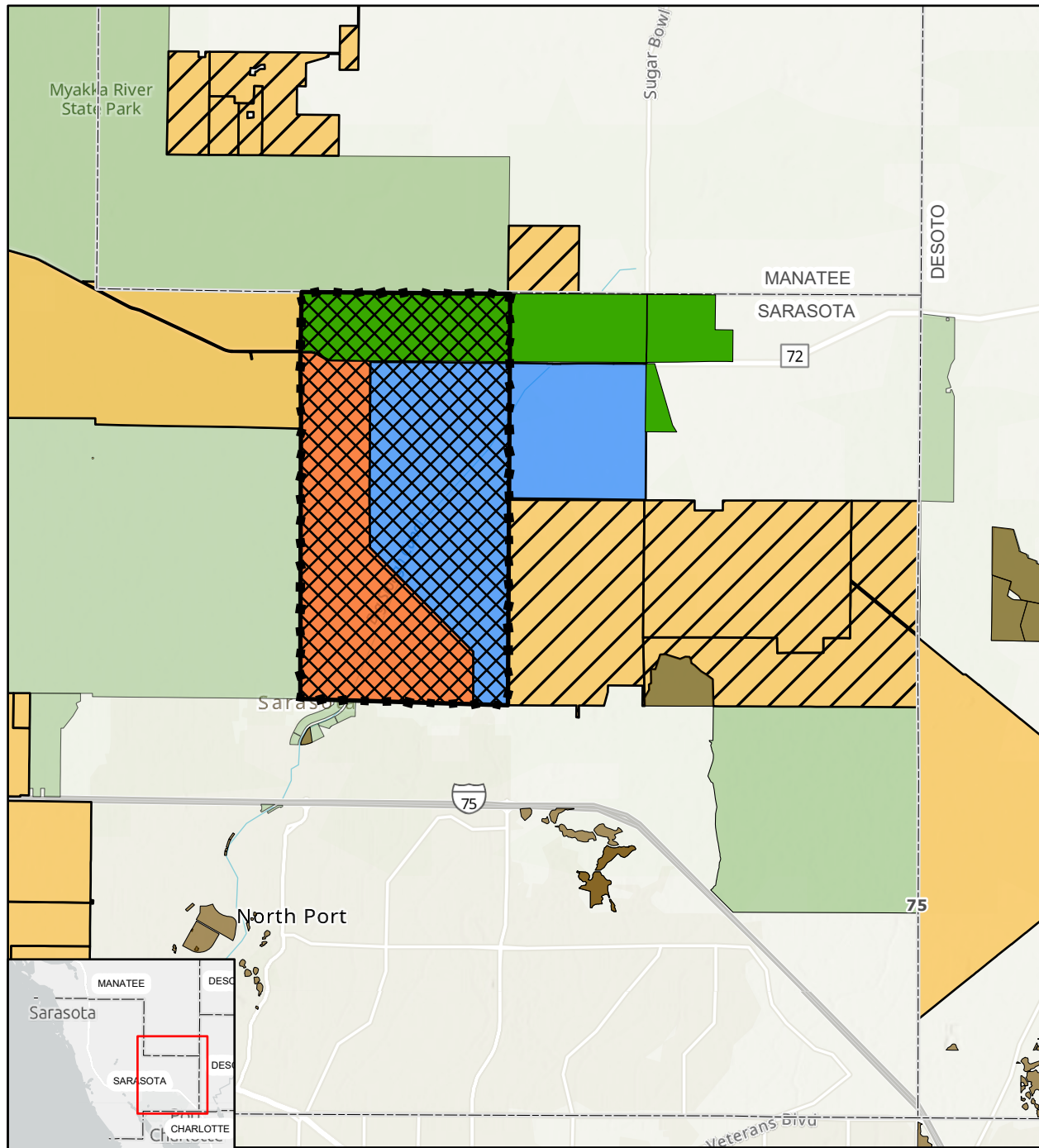
Staff Recommendation:

Approve new Escrow Agreement and authorize staff to make minor adjustments to amount retained by the District and Sarasota County upon expiration of the Escrow Agreement.

Presenter:

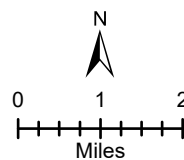
Karen E. West, General Counsel

Exhibit 1 Carlton Acquisition Mineral Interests



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community. Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- | | |
|-------------------------------|---------------------------------------|
| Mineral Interests | Other District-owned Fee Simple |
| Carlton Ranch Fee | Other District Conservation Easements |
| Carlton Conservation Easement | Other Conservation Lands |
| District Fee Ownership | Other Conservation Easements |



Southwest Florida
Water Management District

CONTRACT NO. 2018-048
BCC APPROVED 12/2/17

SIXTH AMENDMENT TO ESCROW AGREEMENT

THIS SIXTH AMENDMENT (hereinafter referred to as the "Amendment") is made to an Escrow Agreement, Contract No. 2008-131 entered into on December 19, 2007, and amended on January 14, 2013, Contract No. 2013-216, and amended by a Second Amendment on December 10, 2013, Contract No. 2014-137, and amended by a Third Amendment on December 9, 2014, Contract No. 2015-075, and amended by a Fourth Amendment on January 12, 2016, Contract No. 2016-123, and amended by a Fifth Amendment on December 13, 2016, Contract No. 2017-077, by and among MABRY CARLTON RANCH, INC., a Florida Corporation, (hereafter referred to as "Seller"), the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation, (hereafter referred to as "District") and SARASOTA COUNTY, a political subdivision of the State of Florida, (hereafter referred to as "County"), the District and County hereinafter together referred to as "Buyer", Seller and Buyer hereinafter collectively referred to as the "Parties", and FIDELITY NATIONAL TITLE OF FLORIDA, INC., the Successor to the original Escrow Agent, FUENTES AND KREISCHER TITLE COMPANY, hereinafter referred to as "Escrow Agent".

WITNESSETH:

WHEREAS, the Parties entered into the Escrow Agreement (County Contract No. 2008-131) pursuant to the terms of the Purchase/Sale Agreement (County Contract No. 2008-048) dated November 27, 2007; and

WHEREAS, Seller placed \$5,000,000.00 of the net sales proceeds under the Purchase/Sale Agreement into an escrow account with \$2,500,000.00 being held to cure survey and title defects and for remediation of environmental conditions, and \$2,500,000.00 being held for the acquisition of Outstanding Mineral Interests; and

WHEREAS, Seller has cured any survey and title issues as contemplated by the Purchase/Sale Agreement and the Escrow Agreement, and \$1,250,000.00 of the escrowed funds has been accordingly disbursed to the Seller; and

WHEREAS, On January 14, 2013, the Parties and the Escrow Agent approved the Amendment to Escrow Agreement, Contract No. 2013-216, that acknowledged the Seller's completion of all necessary environmental remediation as contemplated by the Purchase/Sale Agreement and the Escrow Agreement, and \$1,250,000.00 of the escrowed funds were disbursed to the Seller; and

WHEREAS, the Amendment to Escrow Agreement, Contract No. 2013-216, also extended the

Escrow Agreement for one additional year to allow the Seller to diligently pursue the acquisition of Outstanding Mineral Interests; and

WHEREAS, on December 10, 2013, the Parties and the Escrow Agent approved the Second Amendment to the Escrow Agreement, Contract No. 2014-137 which extended the Escrow Agreement for another additional year to allow the Seller to diligently pursue the acquisition of Outstanding Mineral Interests; and

WHEREAS, on December 9, 2014, the Parties and the Escrow Agent approved the Third Amendment to the Escrow Agreement, Contract No. 2015-075 which extended the Escrow Agreement for another additional year to allow the Seller to diligently pursue the acquisition of Outstanding Mineral Interests but Seller has not yet been able to complete the acquisition of all of the mineral interests; and

WHEREAS, on January 12, 2016, the Parties and the Escrow Agent approved the Fourth Amendment to the Escrow Agreement, Contract No. 2016-123 which extended the Escrow Agreement for another additional year to allow the Seller to diligently pursue the acquisition of Outstanding Mineral Interests but Seller has not yet been able to complete the acquisition of all of the mineral interests; and

WHEREAS, on December 13, 2016 the Parties and the Escrow Agent approved the Fifth Amendment to the Escrow Agreement, Contract No. 2017-077 which extended the Escrow Agreement for another additional year to allow the Seller to diligently pursue the acquisition of Outstanding Mineral Interests but Seller has not yet been able to complete the acquisition of all of the mineral interests; and

WHEREAS, the Escrow Agreement as previously amended is due to expire and the Parties agree that it would be to their mutual benefit to extend the Amended Escrow Agreement for another additional year to allow the Seller to continue the acquisition of Outstanding Mineral Interests; and

WHEREAS, this Sixth Amendment is a partial amendment of the Escrow Agreement, as previously amended, and unless specifically amended and modified by this Amendment, the Parties intend that the terms of the Escrow Agreement as previously amended should remain in full force and effect.

WHEREAS, the Parties acknowledge that, notwithstanding language to the contrary in the Escrow Agreement, as previously amended, Seller has been delivering to Buyer, rather than to Escrow Agent, any deeds of conveyance or other documentation releasing portions of the Outstanding Mineral Interest to the Buyer and, further, the Parties, wish to approve this practice retroactively and on a go forward basis, absolving the Escrow Agent from any duty, obligation or liability for obtaining, reviewing or recording such deeds or other documentation.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Escrow Agreement as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The \$2,500,000.00 will continue to be held under the provisions of Article 5 of the Escrow Agreement, as amended to deal with the remaining Outstanding Mineral Interests. As the Seller acquires additional Outstanding Mineral Interests after the initial date of the Escrow Agreement, Seller shall convey all such interests to the Buyer. The current remaining Outstanding Mineral Interest is 2.604% as shown on the Updated Exhibit "C" attached. The \$2,500,000.00 will continue to be held under the provisions of Article 5 with the revisions set forth below. Article 5 is restated as follows:

After the closing, there will remain outstanding approximately 20 percent interest in the minerals on the remainder fee property and a portion of the conservation easement. Those interests are described on Updated Exhibit "C" attached hereto and are herein called the "Outstanding Mineral Interests". Updated Exhibit "C" shows the update on the Outstanding Mineral Interests as of October 2017. Two Million Five Hundred Thousand Dollars (\$2,500,000.00) of the escrowed funds shall be held by the Escrow Agent to deal with the acquisition of the Outstanding Mineral Interests. Seller shall use good faith efforts to acquire such Outstanding Mineral Interests after the closing. From time to time, as they are acquired, the Seller shall deliver to Buyer all deeds of conveyance or other such documentation, in recordable form, releasing or otherwise conveying the Outstanding Mineral Interest to the Buyer. Escrow Agent shall have no duty or obligation to obtain, review or record any deeds of conveyance or other such documentation. At any time that the Seller obtains all the Outstanding Mineral Interests and conveys them to the Buyer, the \$2,500,000.00 escrow for mineral interests herein will terminate and the Escrow Agent shall remit the funds to the Seller. In the event that three years after closing all of the Outstanding Mineral Interests have not been acquired, the parties will meet to negotiate the proper handling of the Outstanding Mineral Interests. In the event that the parties cannot agree in writing on how to handle the Outstanding Mineral Interests, after such three years, then this agreement shall continue for an additional eight years within which the Seller shall continue its efforts to acquire the Outstanding Mineral Interests. Eleven years after closing, in the event the

parties cannot agree in writing on how to handle the Outstanding Mineral Interests, then the Buyer shall have the option to institute legal proceedings in accordance with Florida Statutes to acquire all the mineral interests that remain outstanding through condemnation. The Buyer must exercise such option by notifying Seller and Escrow Agent in writing of Buyer's intent to institute legal proceedings to condemn such interest within 30 days after the end of the Eleven-year period. At such time Buyer will review the case law and statutes to make the determination that it has the legal authority to condemn the Outstanding Mineral Interests. Buyer agrees to handle the condemnation proceedings with its own staff and in-house counsel, in accordance with its standard practices and agrees that such costs shall not be charged to Seller or the escrowed funds. To the extent that Buyer reasonably needs to hire outside counsel and experts, such counsel and experts shall be coordinated with the Seller and such reasonable expenses and costs shall be charged to the escrowed funds in accordance with written instructions signed by Buyer and Seller. The \$2,500,000.00 in escrow shall be used to pay all costs and expenses (except as set forth above) associated with the Buyers actions to condemn the Outstanding Mineral Interests. Any legal proceedings taken by Buyer shall be coordinated with Seller and Seller shall be kept reasonably informed and involved in the process. Furthermore, the actual value of the Outstanding Mineral Interests paid by way of condemnation, either through negotiation or judgment shall be paid from the escrowed funds. Escrow Agent may disburse all or any portion of the Escrowed Funds for such purposes enumerated in this Article 5 in accordance with and in reliance upon written instructions from both Seller and Buyer and signed by same. Buyer agrees that no negotiated purchase of the Outstanding Mineral Interests shall be made without Seller's written approval. Seller shall not unreasonably withhold its approval. Furthermore, the pre-suit negotiations required by the statute and the appraisal required thereunder shall be agreed upon by Buyer and Seller. If the Parties cannot agree after good faith discussions, the Buyer shall have the right to select a qualified appraiser. In the event the Buyer does not exercise in writing its option to condemn the remaining Outstanding Mineral Interests within 30 days following the end of the eleven year period, Buyer shall promptly so notify Seller and Escrow Agent in writing. Upon receipt of such notice the escrowed funds shall be paid to Seller. If the escrowed funds are paid

to Seller upon the expiration of 30 days after the end of the eleven year period, the Seller by this agreement, agrees to defend against any action taken by a holder of any of the Outstanding Mineral Interests (other than the Buyers) if such action has a material adverse effect on the conservation of the Property. If Buyer and Seller disagree as to whether such action has a material adverse effect on the conservation of the Property, the Parties agree to submit the matter to mediation with a mutually agreed upon mediator and the mediation costs shared equally. This Agreement to defend by Seller shall apply for an additional five years after the initial eleven year period. All Parties agree not to initiate proceedings to change the zoning of the Property to Open Use Mining without the other Party's approval. Furthermore, the Parties agree to include this aforesaid agreement in the conservation easement.

3. In all other respects not modified by this Amendment, the Escrow Agreement as previously amended is confirmed.

4. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates below the signatures.

Witnesses:

Lisa Carlton
K. Ben

SELLER

MABRY CARLTON RANCH, INC.,
Florida Corporation

Barbara Carlton
Barbara Carlton, President

Date 12-5-2017

Witnesses:

Loni Maul
Ami

DISTRICT

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: [Signature]

Its: EXECUTIVE DIRECTOR

Date 12-11-2017

COUNTY

BOARD OF COUNTY COMMISSIONERS,
OF SARASOTA COUNTY, FLORIDA

By: _____

CHAIRMAN

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court
And Ex-Officio Clerk of the Board
of County Commissioners

BY: _____

DEPUTY CLERK

Approved as to form and correctness:

County Attorney

TRW

Date: _____

ESCROW AGENT

Witnesses:

FIDELITY NATIONAL TITLE OF
FLORIDA, INC.

Sherry L. Krampora
Sherry L. Krampora

By:

[Signature]

Its:

President

ELIZABETH M. FIERRO

Date

11-28-2017

UPDATED EXHIBIT "C"
As of August 2017

(Outstanding Mineral Interests)

Parcel ID Nos.:

0865-00-1052, S.C. Property Tax Ventures, 1/192 interest (4/768) remains outstanding

0865-00-1150, Patricia Kranzlein, 1/48 interest (16/768) remains outstanding

Total outstanding interests as of August 1, 2017 = 20/768 or 2.604%; thus, have acquired 97.396%.

ESCROW AGREEMENT

This Escrow Agreement (Escrow Agreement) is made by and among **Mabry Carlton Ranch, Inc.**, a Florida Corporation, hereinafter referred to as “Mabry Carlton Ranch”, **Southwest Florida Water Management District** hereinafter referred to as “District”, **Sarasota County** hereinafter referred to as “County”, collectively referred to as the “Parties”, and **Fuentes and Kreischer P.A.** hereinafter referred to as “Escrow Agent”.

WITNESSETH:

WHEREAS, the Parties previously entered into an escrow agreement pursuant to the terms of the Purchase/Sale Agreement dated November 27, 2007, hereinafter referred to as the Original Escrow Agreement attached hereto as **Exhibit “A”**; and

WHEREAS, pursuant to the Original Escrow Agreement the Parties agreed to withhold \$5,000,000.00 from the net sales proceeds due Mabry Carlton Ranch, which funds were deposited in escrow upon the terms and conditions and for the purposes set forth in the Original Escrow Agreement; and

WHEREAS, \$2,500,000.00 of the escrowed funds was subsequently released to Mabry Carlton Ranch upon the satisfaction of certain conditions of the Original Escrow Agreement; and

WHEREAS, the Original Escrow Agreement was amended to allow 6 annual extensions of the time provided for Mabry Carlton Ranch to satisfy the remaining conditions for the release of the remaining \$2,500,000.00 held in escrow (Escrowed Funds); and

WHEREAS, the 6th Amendment to the Original Escrow Agreement extended it through December 2018; and

WHEREAS, the Parties have been proceeding in accordance with the terms of the 6th Amendment to the Original Escrow Agreement; and

WHEREAS, Fidelity National Title of Florida, Inc., the current escrow agent no longer wishes to serve in that capacity and has requested that the Parties designate a new escrow agent; and

WHEREAS, the Parties intend that this Escrow Agreement incorporate the 6th Amendment to the Original Escrow Agreement attached hereto as **Exhibit “B”** and designate the Escrow Agent.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.

2. The Parties agree Fidelity National Title of Florida, Inc. deposit the Escrowed Funds with Fuentes and Kreischer, P.A., who will serve as the Escrow Agent under this Escrow Agreement.

3. Escrow Agent will establish a special escrow account with its bank, Century Bank of Florida, hereinafter the "Account". The Account will be in the name of the Escrow Agent as "Trustee", "Escrow Agent" or similar designation, for the benefit of Mabry Carlton Ranch but held for the purposes set forth herein. All interest, dividends or other earnings of the Escrowed Funds will be part of the Escrowed Funds and will inure to the benefit of and reported as income of Mabry Carlton Ranch.

4. Pursuant to the terms of the Original Escrow Agreement and the 6th Amendment the Parties have been pursuing the acquisition of the mineral rights more particularly described in **Exhibit "C"**. The Escrowed Funds are being held by the Escrow Agent to ensure acquisition of all mineral rights affecting the real property, including those set forth in **Exhibit "C"**. Upon presentation of a fully executed Settlement Agreement For Purchase and Sale of Oil, Gas and Mineral Rights, hereinafter the "Settlement", and direction from the Parties in writing, the Escrow Agent is authorized to release Mabry Carlton Ranch's share of the purchase price to the closing agent identified in the Settlement. Upon the acquisition of all such mineral rights identified in **Exhibit "C"** and recordation of same in the public records of Sarasota County, the Escrow Agent will remit to Mabry Carlton Ranch the remainder of the Escrowed Funds, at which time this Escrow Agreement will terminate. Notwithstanding the foregoing this Escrow Agreement will terminate no later than 6 months from the date of the last of the Parties to sign unless otherwise agreed to in writing by the Parties. If this Escrow Agreement is not extended and terminates, and the Parties have not acquired any of the remaining mineral rights identified in **Exhibit "C"** then the remaining Escrowed Funds less Thirty-two thousand dollars and no cents (\$32,000.00) will be paid to Mabry Carlton Ranch and Thirty-two thousand dollars and no cents will be paid to the District and the County. If the Parties have acquired some but not all the remaining mineral rights identified in **Exhibit "C"** for less than \$32,000.00 then any balance remaining of that amount will be paid to the District and the County and the remainder of the Escrowed Funds will be paid to Mabry Carlton Ranch. If the Parties have acquired all of the remaining mineral rights identified in **"Exhibit "C"** the remaining Escrowed Funds will be paid to Mabry Carlton Ranch.

5. The District and the County agree to use the \$32,000.00 described in Paragraph 4 above, or any part remaining thereof to acquire the remaining mineral rights identified in Exhibit C. If this Escrow Agreement is not extended and terminates and the District and the County subsequently acquire any remaining mineral rights identified in the Exhibit C as to the entire East ½ of Township 38 Range, 21, they agree to convey the mineral rights on Sections 1,2, and 3 of Township 38, Range 21 that are North of State Road 72 to Mabry Carlton Ranch for no additional consideration.

6. If this Escrow Agreement is not extended and terminates, and the Parties have not acquired all of the mineral rights identified in **Exhibit "C"** Mabry Carlton Ranch agrees to defend against any action taken by a holder of any of the remaining mineral rights (other than the District or the County) if such action has a material adverse effect on the conservation of the Property as contemplated by the Purchase/Sale Agreement and the Original Escrow Agreement and the 6th Amendment to Escrow Agreement. If the Parties disagree as to whether such action has a material adverse effect on the conservation of the Property, the Parties agree to submit the matter to mediation with a mutually agreed upon mediator and the mediation costs shared equally. This agreement to defend by Mabry Carlton Ranch will apply for an additional Five (5) years beyond the date this Escrow Agreement terminates.

7. With respect to any claim for payment from the Escrowed Funds, the Parties will present appropriate documentation supporting the claim to the Escrow Agent and to Seller at the following:

Fuentes & Kreischer, P.A.
Attention: Albert C. Kreischer, Jr.
1407 West Busch Boulevard
Tampa, FL 33612
Fax: 813-932-8588
Email: ack@fklaw.net

8. If Escrow Agent is uncertain as to its duties or rights hereunder, or receives conflicting or competing instructions, claims or demands from or by the Parties with respect to the Escrowed Funds, which, in its sole opinion, conflict with any provision of this Escrow Agreement, Escrow Agent will be entitled to refrain from taking any action until it is directed otherwise in writing by the Parties or by a final order or judgment of a court of competent jurisdiction.

9. It is agreed that the duties of Escrow Agent are purely ministerial in nature and are expressly limited to the safekeeping of the Escrowed Funds and for the disposition of same in accordance with this Escrow Agreement. The Parties hereby indemnify Escrow Agent and hold it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement or which may result from Escrow Agent's following of instructions from the Parties, and in connection therewith, indemnifies Escrow Agent against any and all expenses, including attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim, whether or not litigation is instituted.

10. If Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Funds, Escrow Agent may, at its option, either (1) tender the

Escrowed Funds to the registry of the appropriate court or (2) disburse the Escrowed Funds in accordance with the applicable court's ultimate disposition of the case, and the Parties, hereby, jointly and severally, indemnify and hold Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

11. If Escrow Agent tenders the Escrowed Funds to the registry of the appropriate court and files an action of interpleader naming the Parties, and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent will be released and relieved from any and all further obligation and liability hereunder or in connection herewith, and the Parties hereby, jointly and severally, indemnify and hold Escrow Agent harmless from and against any damages or losses arising in connection therewith including, but not limited to, all costs and expenses incurred by Escrow Agent in connection with the filing of such action including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

12. This Escrow Agreement will remain in effect for a period not to exceed 6 months from the date of the last of the Parties to sign unless:

- (a) Terminated by the Parties upon written notice of termination evidencing the cancellation and termination of this Escrow Agreement; or
- (b) Upon compliance with all escrow provisions as set forth in this Escrow Agreement; or
- (c) Extended in writing agreed to by the Parties.

13. All notices, certificates, requests, demands, materials, and other communications hereunder will be in writing and deemed to have been duly given (1) upon delivery by hand to the appropriate address of the Parties or Escrow Agent as set forth in this Escrow Agreement or (2) on the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address, or (3) mailed by overnight courier or overnight mail. All notices will be addressed to the following addresses or to such address as may be given hereafter in writing to the Parties and the Escrow Agent as follows:

To Escrow Agent: Fuentes & Kreischer, P.A.
Attn: Albert C. Kreischer, Jr.
1407 West Busch Boulevard
Tampa, FL 33612
Telephone: 813-933-6647

To Mabry Carlton Ranch, Inc.: Attn: _____
9430 Sidell Road
Sidell, Florida 34266-0031
Telephone: _____

To District: Southwest Florida Water Management District
Attn: _____
2379 Broad Street
Brooksville, FL 34604
Telephone: 352-796-7211

To County: Sarasota County
Attn: _____
1660 Ringling Blvd.
Sarasota, Florida 34236
Telephone: _____

14. This Escrow Agreement will be governed by and construed in accordance with the laws of the State of Florida. The Parties and the Escrow Agent hereby designate the County of Sarasota, State of Florida as the proper jurisdiction and the venue in which any litigation hereunder is to be instituted.

15. No right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy, but each and every such right, power or remedy will be cumulative and concurrent and will be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in equity or by statute, and the exercise of one right, power or remedy by Escrow Agent will not be construed or considered as a waiver of any other right, power or remedy.

16. This Escrow Agreement will be binding upon the Parties and Escrow Agent and their respective successors and assigns.

17. No individual or entity other than the Parties and Escrow Agent and their successors and assigns will have any rights under this Escrow Agreement or any right or claim to the Escrowed Funds because of this Escrow Agreement.

18. The signatures of the Parties and the Escrow Agent need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and will have the same force and effect as a written signature. Each person signing this Escrow Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Escrow Agreement.

IN WITNESS WHEREOF, the Parties hereto and the Escrow Agent have caused these presents to be executed this _____ day of _____, 2021.

MABRY CARLTON RANCH, INC.,
A Florida corporation

By: _____

Print: _____

Its: _____

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____

Print: _____

Its: _____

SARASOTA COUNTY

By: _____

Print: _____

Its: _____

FUENTES AND KREISCHER, P.A.

By: _____

Print: Albert C. Kreischer, Jr.

Its: _____

CONSENT AGENDA

March 23, 2021

Executive Director's Report: Approve Governing Board Minutes - February 23, 2021

Staff Recommendation:

Approve Minutes as presented.

Presenter:

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



GOVERNING BOARD MEETING
TUESDAY, FEBRUARY 23, 2021 – 9:00 AM
2379 BROAD STREET, BROOKSVILLE, FLORIDA 34604

MINUTES

Board Members Present

Kelly Rice, Chair
Joel Schleicher, Vice Chair
Rebecca Smith, Ph.D., Secretary*
James G. Murphy, Treasurer*
Michelle Williamson, Member*
Ed Armstrong, Member*
Jack Bispham, Member
Seth Weightman, Member*
John Mitten, Member
Ashley Bell Barnett, Member

Board Members Absent

Roger Germann, Member

*Attended Via Electronic Media

Staff Members

Brian J. Armstrong, Executive Director
Amanda Rice, Assistant Executive Director
Karen E. West, General Counsel
Brian Werthmiller, Inspector General
John J. 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

Due to the COVID-19 virus, this meeting was held through a combination of in-person attendance and electronic media to reduce public gatherings and practice social distancing.

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., on February 23, 2021, at the Brooksville Office, 2379 Broad Street, Brooksville, Florida 34604.

Approved minutes from previous meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

Chair 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.

1.2 Invocation and Pledge of Allegiance

Board Member Jack Bispham 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 at the dais. He noted that the Board meeting was being recorded for broadcast on government access channels, and public input was only taken during the meeting via telephone communication.

1.3 Additions/Deletions to Agenda

No additions or deletions were made to the agenda.

Request to speak cards were submitted for the following items, which were moved to Discussion:

General Counsel's Report

2.6 Authorization to Issue Administrative Complaint and Order – Mining Activities Conducted without Water Use Permit – Watermelon Pit, LLC, and JDI Farms, Inc. – CT No. 404443 – Charlotte County

2.10 Approval of Consent Order Between SWFWMD and Econo Boat and RV Storage of Westchase, LLC - Unauthorized Construction - CT No. 405894 - Pinellas County

1.4 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddes, Jr., spoke against the use of reclaimed water.

2. Consent Agenda

Finance/Outreach & Planning Committee

2.1 2021 Consolidated Annual Report

Staff recommended the Board approve the 2021 Consolidated Annual Report and its transmittal.

Operations, Lands & Resource Monitoring Committee

2.2 Decline Right of First Refusal to Acquire the Remainder Fee Interest in a Conservation Easement, Green Swamp Wilderness Preserve, SWF Parcel No. 10-200-1100C, Bronson Ranch

Staff recommended the Board:

1. Approve declining the right of first refusal to purchase the remainder fee interest over SWF Parcel No. 10-200-1100C encumbered by a District conservation easement.
2. Authorize the Executive Director to execute the necessary documents to decline the right of first refusal on SWF Parcel 10-200-1100C.

2.3 Amendment to Access Easement for the P-6 Canal Structure SWF Parcel No. 20-006-101P

Staff recommended the Board approve and accept the Amended Access Easement for relocation of existing access.

Regulation Committee

2.4 WUP No. 20001156.013, Bay Laurel Center Public Water Supply System / Bay Laurel Center Community Development District and On Top of the World Communities, LLC (Marion County)

Staff recommended the Board approve the proposed permit attached as an exhibit.

2.5 WUP No. 20009741.021, Pine Level Property / Mosaic Fertilizer, LLC and Family Dynamics, Inc. (Manatee County)

Staff recommended the Board approve the proposed permit.

General Counsel's Report

2.6 — ~~Authorization to Issue Administrative Complaint and Order — Mining Activities Conducted without Water Use Permit — Watermelon Pit, LLC, and JDI Farms, Inc. — CT No. 404443 — Charlotte County~~

Staff recommended the Board:

- ~~1. Authorize District staff to issue an Administrative Complaint and Order to the Permittees to obtain compliance with District rules.~~
- ~~2. Authorize District staff to initiate an action in Circuit Court against the Permittees 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.~~

2.7 Approval of Consent Order Between SWFWMD and Abdeljalil and Cindy Lou Bekkach - Unauthorized Construction - CT No. 380586 - Polk County

Staff recommended the Board:

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.

2.8 Approval of Consent Order Between SWFWMD and Arthur L. Schaer Revocable Trust - Unauthorized Construction - CT No. 383658 - Pasco County

Staff recommended the Board:

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 any appropriate actions in Circuit Court, if necessary.

2.9 Approval of Consent Order Between SWFWMD and Travel Imagination LLC - Unauthorized Construction - CT Number 40329 - Manatee County

Staff recommended the Board:

1. Approve the Consent Order.
2. Authorize District staff to pursue additional measures to obtain compliance with the terms and conditions of the Consent Order, including filing any appropriate actions in Circuit Court, if necessary.

2.10 — ~~Approval of Consent Order Between SWFWMD and Econo Boat and RV Storage of Westchase, LLC - Unauthorized Construction - CT No. 405894 - Pinellas County~~

Staff recommended the Board:

- ~~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 any appropriate actions in Circuit Court, if necessary.~~

2.11 Approve Governing Board Minutes - January 26, 2021 – Executive Director's Report

Staff recommended the Board approve the minutes from the January 26 meeting.

Finance/Outreach & Planning Committee

Treasurer James Murphy called the Finance/Outreach & Planning Committee meeting to order. (Audio-00:09:23)

3.1 Consent Item(s) Moved to Discussion

3.2 2021 Legislative Update

Ms. Cara Martin, Government and Community Affairs Office Chief, presented an update of the 2021 legislative session. She provided a calendar of the 2021 legislative session, outlined the number and types of bills that have been filed and provided an overview of the key Senate and House chairmanships.

Ms. Martin provided an overview of the environmental budget outlined by the Governor. She addressed specific bills, Senate Bill (SB) 952 and House Bill (HB) 169, SB64 and HB263, SB912 and HB859 and SB62, which does not have a companion house bill. Ms. Martin outlined District priorities that included Senate confirmation of Governing Board members and the monitoring of legislation with potential policy or fiscal impact to the District.

This item was for information only; no action was required.

3.3.1 Budget Transfer Report

This item was for information only; no action was required.

Resource Management Committee

Board Member Weightman called the Resource Management Committee meeting to order.
(Audio-00:20:12)

4.1 Consent Item(s) Moved to Discussion

4.2 Northern Tampa Bay Recovery Update

Mr. Warren Hogg, representing Tampa Bay Water, presented the final Northern Tampa Bay (NTB) Recovery Assessment plan. He provided an overview of the creation of Tampa Bay Water (TBW) and outlined its responsibilities. Mr. Hogg discussed the wellfields that were constructed due to demand from population increase. He provided an overview of wetlands and lakes that were impacted from wellfield pumping. Mr. Hogg stated that this recovery plan focused on lakes and wetlands as the indicators. He stated that metrics and method types were developed to measure wetland recovery. Mr. Hogg outlined the environmental benefits that have occurred because of the recovery plan. He stated that this plan benefitted from the use of environmental data that has been collected by the District for decades. Mr. Hogg outlined the site assessment process that was used. He outlined the timeline that occurred for the final assessment process and a summary of results.

Mr. Ron Basso, Chief Hydrogeologist for the District, presented the hydrologic evaluation for the NTB Recovery. This presentation provided an overview of the recovery that has occurred. He summarized components that staff evaluated to determine recovery. This included lake stage history, wetland stage history, rainfall data, groundwater withdrawals, changes in aquifer water level, ecological health, and flooding issues. Mr. Basso defined the hydrogeology associated with the NTB area and locations of the TBW central system wellfields. He explained that the TBW central system wellfields were combined into a consolidated permit and provided a brief history. A graph was presented that charted the average annual pumping withdrawals for the central wellfield area from 1990 until 2019. Mr. Basso presented a map that charted lakes where minimum lake levels were set in the central wellfield area. He stated that minimum lake levels were set for approximately 71 lakes and all are meeting their 10-year status. Mr. Basso stated that minimum levels were also set for approximately 30 wetlands. He stated that all but one wetland has met its 10-year status. This presentation included rainfall data for Hillsborough county from 1920

through current and a comparison of precipitation data for Hillsborough and Pasco counties.

Mr. Basso stated that Tampa Bay aquifer water levels are at, or near, their long-term maximums. Information was provided regarding groundwater withdrawals showing significant reduction in the Tri-County and Eastern wellfields since the 1990s. Mr. Basso presented information that displayed the median water level for monitor wells from 2008-2019 that showed post cutback levels were at the highest levels for some wells in 40 to 60 years. Information included water table recovery data in the Surficial and Upper Floridan aquifers since the 1990s. He explained that improved hydrologic conditions in the wellfields have contributed to increased flooding risks.

Mr. Basso stated the District will continue to monitor the recovery and existing minimum flows and levels network. The District will also continue to work with TBW to minimize impacts under their consolidated permit. Staff will also continue to provide outreach to stakeholders. Mr. Basso also indicated that staff will come back to the March Governing Board meeting to initiate rulemaking to repeal the recovery strategy and remove all references to the strategy in District rules.

This item was for information only, no action was required.

Operations, lands & Resource Monitoring Committee

Board Member Bispham called the Operations, Lands and Resource Monitoring Committee to order. (Audio-01:11:34)

5.1 Consent Item(s) Moved to Discussion

5.2 Hydrologic Conditions Report

Ms. Asmita Shukla, Lead Hydrologic Data Analyst, provided an update on the state of the hydrologic conditions. January rainfall was below-normal and the northern region was drier than the rest of the District. Ms. Shukla presented provisional rainfall data for the month of February which showed that the February rainfall had already surpassed the long-term monthly mean. This higher-than-average rainfall helped decrease the deficit, especially in the northern region. Groundwater levels showed the usual seasonal declines but were either in normal or above-normal range. Similar to groundwater levels, lake levels also showed the normal seasonal declines but were in the normal range except for the northern lakes. Northern lakes broke into the below normal range but there were no concerns. Except Alafia in the above-normal range, flows in all rivers were in the normal range. Given the normal/above-normal flows in the rivers, public water supply systems were healthy and ready for the remainder of the dry season. The near-term forecast predicts a dry spring due to La Niña conditions. However, with the onset of rainy season, chances are that we will receive higher-than-normal rainfall.

This item was for information only, no action was required.

Regulation Committee

Vice Chair Schleicher called the Regulation Committee to order. (Audio-01:19:48)

6.1 Consent Item(s) Moved to Discussion

6.2 404-Assumption Update

Mr. Cliff Ondercin, Environmental Manager, presented an update regarding the 404-assumption program. This update included information regarding the wetland delineation

certification program, the coordination with the Florida Department of Environmental Protection (FDEP), and the federal challenge to the program.

Mr. Ondercin stated that the FDEP has always had the responsibility for wetland delineation methodology and ensuring statewide coordination and consistency under 62-340 Florida Administrative Code. This remains under the 404-assumption program. This includes the statewide certified wetland evaluator program that was developed to bring consistency and accountability for staff and to help address any concerns about the accuracy of wetland delineations. The water management districts have been given direction to certify appropriate staff. Mr. Ondercin stated that four District environmental scientists have become certified and additional staff will be provided the opportunity for certification.

Mr. Ondercin stated that District staff will be allowed to screen projects to determine if they are sent to the FDEP based on direct impacts in assumed waters. He stated that proximity to wetlands is no longer a requirement for forwarding projects to FDEP.

Mr. Ondercin reminded the Board that challenges come with any new program. Staff is continuing to create efficiencies and develop process improvements.

Ms. Karen West, General Counsel, provided an update regarding the federal rule challenge. She stated that FDEP has been granted leave to intervene and is now included in the lawsuit.

This item was for information only, no action was required.

6.3 Denials Referred to the Governing Board

None were presented.

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion

2.6 Authorization to Issue Administrative Complaint and Order – Mining Activities Conducted without Water Use Permit – Watermelon Pit, LLC, and JDI Farms, Inc. – CT No. 404443 – Charlotte County

Ms. Jessica Lehr, Lehr Law Group, submitted a Request to Speak card. She spoke on behalf of the permittee. She requested additional time for corrective action.

Mr. Chris Tumminia, Deputy General Counsel, provided the Board with background information. He stated the permittee provided a voluntary corrective action plan but did not agree to a Consent Order that was offered. Mr. Tumminia stated that multi-agency efforts have been made to assist the permittee. He addressed violations, both ongoing and additional, that the District has documented.

Staff recommended the Board:

1. Authorize District staff to issue an Administrative Complaint and Order to the Permittees to obtain compliance with District rules.
2. Authorize District staff to initiate an action in Circuit Court against the Permittees 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.

A motion was made to approve staff's recommendation. The motion was seconded and passed unanimously. (Audio-01:33:47)

2.10 Approval of Consent Order Between SWFWMD and Econo Boat and RV Storage of Westchase, LLC - Unauthorized Construction - CT No. 405894 - Pinellas County

Mr. Richard Norgart submitted a Request to Speak card. He declined to address the Board.

Staff recommended the Board:

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 any appropriate actions in Circuit Court, if necessary.

A motion was made to approve staff's recommendation. The motion was seconded and passed unanimously. (Audio-01:26:25)

Committee/Liaison Reports

8.1 Environmental Advisory Committee

A written summary of the January 12 meeting was provided.

Secretary Smith shared information regarding the District's partnership with the Tampa Bay Estuary program and the projects it supports.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, provided the Board with infographics that give an overview of the District's responsibilities, accomplishments and the benefits provided through programs for water quality, water supply, natural systems, and flood protection.

Mr. Armstrong commented how efforts made by staff and decisions by previous Boards have assisted with the success of the Northern Tampa Bay Recovery. However, he reminded the Board that it was not without difficulty and financial expense. Mr. Armstrong stated that the Polk Regional Water Cooperative (PRWC) is currently in a similar circumstance. He outlined the efforts and funding with which the District has assisted the PRWC to meet its goals. Mr. Armstrong stated that an agreement is being voted on by the PRWC municipalities. The PRWC will be making the decision to move forward with the agreement or begin legal challenges over remaining groundwater. The Board will be kept apprised and an update will be provided at the March Board meeting.

Chair's Report

10.1 Chair's Report

Vice Chair Schleicher expressed his concerns regarding cybersecurity. He stated that evaluation of cyber and physical security needs to be considered as part of the review process for project funding requests. Vice Chair Schleicher referenced the recent hacking attempt of the City of Oldsmar. He asked that a staff presentation be provided.

Chair Rice stated the March 23 Board meeting will be at 9:00 a.m., in the Brooksville Office.

10.2 Employee Milestones

Chair Rice recognized staff who have reached at least 20 years of service with the District and thanked them for their service. The following staff were recognized: Michael Molligan and John Chapman.

ADJOURNMENT

Chair Rice adjourned the meeting at 10:54 a.m.

3. Finance/Outreach & Planning

Governing Board Meeting

March 23, 2021

3. FINANCE/OUTREACH & PLANNING COMMITTEE

- 3.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion 75
- 3.2 **Discussion:** Information Only: Cybersecurity & Water Supply System Security Overview 76
- 3.3 **Submit & File:** Information Only: Budget Transfer Report 80

FINANCE/OUTREACH & PLANNING COMMITTEE

March 23, 2021

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

Presenter:

Michael Molligan, Division Director, Employee and External Relations

FINANCE/OUTREACH & PLANNING COMMITTEE**March 23, 2021****Discussion: Information Only: Cybersecurity & Water Supply System Security Overview***Purpose*

To provide the Governing Board with an overview of cybersecurity at the District as well as both physical and cybersecurity standards for water supply systems and the federal requirements for compliance with those standards. This is an informational item only.

Background/History

The ever-evolving cybersecurity threat landscape creates new challenges and requires evolving security strategies for every organization. The District is committed to maintaining a safe and secure critical information infrastructure as an integral part of engaging in its core mission. Water supply system security has been in the media lately, with the recent cyber-attacks on a water treatment plant in Florida. The District is committed to funding alternative water supply (AWS) infrastructure improvements through the cooperative funding program. Those AWS projects include storage (reservoirs, aquifer storage and recovery (ASR), tanks), transmission lines, and treatment and ancillary facilities. The Governing Board has expressed a need for some assurance that the owners of those AWS projects are providing appropriate physical and cybersecurity measures to protect the District's investment and the general public health, safety, and welfare. Compliance with the American Water Infrastructure Act (AWIA) of 2018 is intended to provide increased assurance in the protection of drinking water infrastructure.

The AWIA of 2018 is a federal act that requires community water systems serving more than 3,300 people to develop or update Risk and Resilience Assessments (RRAs) and Emergency Response Plans (ERPs). The law specifies the components that the RRAs and ERPs must address and establishes deadlines by which water systems must certify to the Environmental Protection Agency (EPA) completion of the RRA and ERP. This Act outlines the requirements for establishing and maintaining physical and cybersecurity of water infrastructure facilities. The RRA is a review of a system's risk to malevolent acts or natural hazards and the resilience of its system components. It also reviews the monitoring practices, operation and maintenance, and financial infrastructure of a utility as well as the use, storage, and handling of various chemicals. Upon conclusion of a RRA, an Emergency Response Plan shall be created or updated that defines strategies and resources needed to improve the resilience of the system including both physical and cybersecurity. Deadlines for complying with the Act are based on population served by the community water system:

Community Water System Size (pop. served)	Certify Risk & Resilience Assessment (RRA) prior to	Certify Emergency Response Plan (ERP) within 6 mo. of RRA, but no later than:
>100K	March 31, 2020	September 30, 2020
50K to 100K	December 31, 2020	June 30, 2021
3,300 to <50K	June 30, 2021	December 30, 2021

A summary of the Act, prepared by the American Water Works Association, is included as an Exhibit. The Director or another leader of the utility must send a letter to EPA certifying compliance with AWIA by the above-specified dates. Certification of both the RRA and the ERP can be completed by consulting firms, cybersecurity auditing specialists, or other qualified entities. Systems are required to review and

update their RRA and ERP at least once every five years after initial submittal. Non-compliance with the Act can result in EPA initiating enforcement action and assessing a penalty of up to \$25,000 per day for non-compliance.

Benefit/Costs

For fiscal year 2022, the District is currently considering funding \$8 million in AWS infrastructure improvements. The AWIA provides assurance that the infrastructure being co-funded by the District as well as the general public health, safety, and welfare are being protected through both physical and cybersecurity measures. The Act further provides that community water systems cannot be required to provide an assessment of their system's security to any state, regional, or local governmental entity.

Presenters:

JP Marchand, P.E., Water Resources Bureau Chief
Tom Hughes, Information Technology Bureau Chief

America's Water Infrastructure Act of 2018 (AWIA)

Requirements for Risk and Resilience Assessments

Required Risk & Resilience Assessment Considerations

- Risks to the system from malevolent acts and natural hazards
- Resilience of system components
- Monitoring practices
- Financial Infrastructure of the utility
- Use, storage, or handling of various chemicals
- Operation and maintenance
- Evaluation of capital and operational needs for risk and resilience management

System Components to be Considered

- Pipes
- Constructed conveyances
- Physical barriers
- Source water
- Raw water collection and intake
- Pretreatment
- Treatment
- Storage and distribution facilities
- Electronic, computer, and other automated systems

Required Emergency Response Plan Considerations

- Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water

- Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system

Required Coordination

Community water systems shall, to the extent possible, coordinate with existing local emergency planning committees established pursuant to the Emergency Planning and Community Right-To-Know Act of 1986 ([42 U.S.C. 11001](#) et seq.) when preparing or revising an assessment or emergency response plan under this section.

Protection from Disclosure

No community water system shall be required under State or local law to provide an assessment to any State, regional, or local governmental entity or to anyone. Check with State law for exemptions of the RRA and ERP from disclosure as critical infrastructure information.

AWIA Deadlines for Compliance

Community Water System Size (pop. served)*	Certify Risk & Resilience Assessment (RRA) prior to:	Certify ERP within 6 months of RRA, but not later than:
>100K	March 31, 2020	September 30, 2020
50K to 100K	December 31, 2020	June 30, 2021
3,300 to <50K	June 30, 2021	December 30, 2021

Systems are required to review and update the RRA and ERP at least once every 5 years after the applicable deadline for submission of its certification.

FINANCE/OUTREACH & PLANNING COMMITTEE

March 23, 2021

Submit & File: Information Only: Budget Transfer Report

Purpose

Provide the Budget Transfer Report covering all budget transfers made during the month of February 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 February 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
February 2021

Item No.	--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Transfer Amount
	Bureau /	Expenditure Category	Bureau /	Expenditure Category	
Change from Original Budget Intent					
1	Water Resources Grant - Financial Assistance		Operations Consultant Services	Transfer of funds originally budgeted for the Bee Ridge Water Reclaimed Facility Aquifer Recharge Cooperative Funding Initiative project with Sarasota County. Expenditures will be less than anticipated due to the County completing the construction of monitoring wells before execution of a cooperative funding agreement; therefore, not qualifying for District reimbursement. The funds are needed for consultant services to assist in the development of a five-year capital improvement plan for the District's flood control structures. This includes identification of projects and conceptual costs to allow for long-range budget planning.	75,000.00
2	General Services Capital Field Equipment Fund		General Services Capital Field Equipment Fund Equipment - Non-Capital Outlay	Transfer of funds originally budgeted for planned expenditures under the Capital Field Equipment Fund. The planned replacement of an airboat for the Vegetation Management section was changed to the purchase of a new utility task vehicle (UTV) after evaluation of the section's business needs and equipment usage. This change includes the purchase of a dedicated trailer for the UTV which is under the \$5,000 capital threshold. The airboat was originally planned for replacement at \$55,000. The existing airboat will be surplus.	18,330.00
3	General Services Capital Field Equipment Fund		General Services Equipment - Non-Capital Outlay	Transfer of funds originally budgeted for planned expenditures under the Capital Field Equipment Fund. The replacement of an all-terrain vehicle (ATV) for the Vegetation Management section was planned for \$24,000. Expenditures were less than anticipated by approximately \$8,800. The funds are being transferred for the replacement of the dedicated trailer for the ATV which is under the \$5,000 capital threshold.	3,203.00
4	Human Resources Salaries		Human Resources Temp Contracted Services	Transfer of funds originally budgeted for regular salaries and wages for Human Resources staff. Expenditures will be less than anticipated due to an unanticipated vacancy. The funds are needed to hire a contingent worker during extended leave of a Human Resources staff member.	1,825.28
Consistent with Original Budget Intent					\$ 98,358.28
1	Project Management Maint/Repair of Buildings/Structures		Operations Maint/Repair of Buildings/Structures	Funds are needed for the original purpose budgeted for the District's Flood Gate Refurbishment Program. The funds are being transferred from the Project Management Office to the Structure Operations section due to the reassignment of project management responsibilities for the Program.	800,000.00
2	Information Technology Equipment - Non-Capital Outlay		Information Technology Equipment - Non-Capital Outlay	Funds are needed for the original purpose budgeted for Information Technology (IT) operations and projects managed by the IT Bureau. The funds are being transferred to a new budgetary structure implemented for enhanced tracking, reporting, and budgetary control.	8,345.19
Total Consistent with Original Budget Intent					\$ 808,345.19
Total Transfers for Governing Board Ratification					\$ 906,703.47

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.

Governing Board Meeting

March 23, 2021

4. RESOURCE MANAGEMENT COMMITTEE

4.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion82

4.2 **Discussion:** Information Only: Septic Tank and Package Plant Conversion Projects Update ..83

RESOURCE MANAGEMENT COMMITTEE

March 23, 2021

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

Presenter:

Jennette M. Seachrist, P.E., Division Director, Resource Management

RESOURCE MANAGEMENT COMMITTEE

March 23, 2021

Discussion: Information Only: Septic Tank and Package Plant Conversion Projects Update

Purpose

The purpose of this item is to provide an update and seek input on policy options for Cooperative Funding Initiative (CFI) eligibility for septic and package plant conversion projects.

Background/History

Conversion of septic systems and package plants to sewer collection and treatment systems has been identified as a critical action in the restoration of springs water quality. At the August 29, 2017 Planning Workshop, the Board prioritized combining District funds with state and local funds in an efficient manner that incentivizes these projects. The Board also identified the need to protect the District's investment by ensuring controls are put in place to prevent additional pollution from new conventional septic systems. At the January and April 2018 Governing Board meetings, staff presented a list of controls that would govern the CFI funding eligibility of septic and package plant projects and protect the District's investment. The controls identified the Springs Priority Focus Areas (PFA) as the geographical boundary for eligibility. The controls also included local ordinance requirements to prevent new conventional septic tanks from being installed on lots less than one acre within this boundary and requiring connection to available sewer.

At the December 15, 2020 Workshop, the Board requested staff bring back to the Board any recommendations for changing funding protocols for septic conversion projects, including identifying benefits and potential costs of expanding the funding eligibility to the Basin Management Action Plan (BMAP) boundaries.

Staff will discuss potential policy options, including:

1. Expanding the funding eligibility boundary from the PFA to the BMAP boundaries for all five first-magnitude springsheds; and
2. Expanding the funding eligibility boundary from the PFA to the BMAP boundary for only the Rainbow River springshed.

Staff Recommendation:

This item is presented for the Board's information, and no action is required.

Presenter:

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

Governing Board Meeting

March 23, 2021

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

- 5.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion84
- 5.2 **Discussion:** Action Item: Offer for Surplus Lands - Lake Panasoffkee Project (LP-1),
SWF Parcel No. 19-528-154S..... 85

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

March 23, 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

March 23, 2021

Discussion: Action Item: Offer for Surplus Lands - Lake Panasoffkee Project (LP-1), SWF Parcel No. 19-528-154S

Purpose

Recommend the Governing Board approve the Contract for Sale and Purchase and First Addendum (collectively, the Contract), attached as Exhibit 1, for a surplus parcel identified as LP-1 (LP-1 Parcel). The District received an offer to purchase the LP-1 Parcel from Werner Enterprises, Inc., a Nebraska corporation, for \$1,500,000. The offer reflects an offer price of approximately \$30,000 per acre for approximately 50 acres. A general location map and a site map are attached as Exhibits 2 and 3, respectively.

Background

The District has acquired several parcels that border the northern and eastern sides and western outfall of Lake Panasoffkee in Sumter County, which were originally acquired to protect the water and natural resources around the lake. One such parcel is the 7,300-acre Hanover Tract purchased by the District in 1993. The LP-1 Parcel is a portion of the Hanover Tract and was identified as surplus in the 2015 Surplus Lands Assessment. The LP-1 Parcel is located west of Interstate 75's Wildwood interchange and east of County Road 475, and has frontage along the south side of State Road 44, a four-lane median divided road. The LP-1 Parcel is mostly cleared consisting of 50 acres of which approximately 47 acres are uplands, has a future land use classification of Conservation and is zoned for agricultural use. The LP-1 Parcel was recommended to and declared by the Governing Board to be surplus on May 19, 2015.

The LP-1 Parcel was listed with Saunders Real Estate on August 23, 2018 and has been advertised through multiple media and personal contacts since that time. Several offers for the property have been reviewed that were between \$700,000 and just over \$1,000,000. The current offer being presented to the Governing Board is the highest received above the appraised value and is accompanied by a thirteen percent (13%) good faith deposit. The value details are below:

	Total	Per Acre
Offer Amount	\$1,500,000	\$30,000
Appraised Value	\$940,000	\$18,800
Listing Price	\$999,000	\$19,980

Appraisal and Minimum Price

The LP-1 Parcel was appraised on December 29, 2020 for \$940,000 by Mancuso Appraisal Services, Inc., Nicholas J. Mancuso, MAI. A sales summary and adjustment grid from the appraisal is attached as Exhibit 4. The appraisal determined that the highest and best use for the parcel would be for a distribution warehouse development and/or RV storage as allowed per the land use designation for the property. The District's title to the LP-1 Parcel includes the subsurface rights. Upon the request of a buyer and in accordance with Section 270.11(3), Florida Statutes the District may release its interest in

all phosphate, minerals, metals and petroleum that may be in, on or under the property.

As part of this Sale and Purchase process, qualified District staff discussed the most recent appraised value and market conditions with the appraiser and independently considered market conditions affecting the property and did not recommend having a new appraisal conducted. The full appraisal is available upon request.

Sale Terms

- The District will deliver title to the buyer by Quit Claim Deed.
- The purchase price is based on \$30,000 per acre and acreage is subject to adjustment if the buyer obtains a survey.
- The Buyer will make a deposit of about 13 percent of the contract price or \$200,000 with a closing to occur no more than 120 days after the effective date of the Contract for Sale and Purchase.
- The buyer will pay the real estate commission of \$71,000 to Saunders Real Estate.
- The buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

Benefits/Costs

The sale of surplus lands will allow the District to acquire lands that are more environmentally significant. Funds derived from the sale of this surplus parcel may only be used for the purchase of other lands meeting the criteria in Section 373.139, Florida Statutes, resulting in more effectively meeting the District's core mission.

Staff Recommendation:

- Accept the offer of \$1,500,000.00, subject to confirmation by survey of total acreage;
- Approve the Contract for Sale and Purchase and First Addendum to Contract for Sale and Purchase and authorize the Executive Director to sign both on the behalf of the District;
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed;
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals and petroleum in or on or under the land upon the request of the buyer; 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

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase ("Contract") is made this 29th day of January, 2021, 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 ("District"), and Werner Enterprises, Inc., having an address of 14507 Frontier Road, Omaha, Nebraska 68138 ("Buyer"), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property").

2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer shall be binding for sixty (60) days after such execution by Buyer. If this Contract is not executed by the District on or before sixty (60) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract shall terminate.

3. **EFFECTIVE DATE:** The effective date of this contract shall be the date of execution by the District.

4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement shall terminate.

5. **PURCHASE PRICE:** The total purchase price for the Property shall be One Million Five Hundred Thousand dollars (\$1,500,000.00), which shall be paid in the following manner:

a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer shall deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes ("F.S."), made payable to the closing agent designated by the District, as earnest money ("Deposit"). In the event this Contract is terminated under Paragraphs 2, 4, 9, or 12 of this Contract, or as a result of the District's default under paragraph 13 of this contract, the District shall return the Deposit to Buyer.

b. **Balance:** The balance of the purchase price shall be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.

6. **CLOSING, EXPENSE AND POSSESSION:** This Contract shall be closed no later than one hundred twenty (120) days from the effective date referenced in Paragraph 3, unless this Contract is terminated pursuant to Paragraphs 2, 4, 9, 12, or 13. The following are additional details of closing:

a. **Time and Place:** The date, time and place of closing shall be set by the District.

Contract for Sale and Purchase

Parcel Name: LP-1

SWF Parcel No.: 19-528-154S

Revised 11/27/2017

b. **Conveyance:** At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.

c. **Expenses:** Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated Albert C. Kreischer Jr. at Fuentes and Kreischer Title Company, having an address of 1407 West Busch Boulevard Tampa, FL 33612, as the escrow agent for closing. The Buyer shall pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

d. Buyer shall also be responsible for paying Saunders Real Estate in the amount of Seventy One Thousand and No/100 dollars (\$ 71,000.00), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

Commission Schedule: Maximum Compensation Rate		
Purchase Price for the Property		Maximum Rate
The first	\$0 - \$100,000	6.0%
The next	\$100,001 - \$1,000,000	5.0%
The next	\$1,000,001 - \$5,000,000	4.0%
The next	\$5,000,001 - \$10,000,000	3.0%
The next	\$10,000,001 and over	2.0%

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES:** Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

8. **CONDITION OF THE PROPERTY:** Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The District makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.

9. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within ninety (90) days from the effective date of this Contract ("Due Diligence Period").

a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys,
Contract for Sale and Purchase Revised 11/27/2017
Parcel Name: LP-1
SWF Parcel No.: 19-528-154S

inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer's intended use and development and to have accepted the Property in its present "as is" condition.

- b. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District shall have thirty (30) days from receipt of Buyer's notice to cure the specified deficiencies. If the deficiencies are identified by a survey, the survey must meet the requirements for a **Certified Boundary Survey in accordance with Chapter 472, Florida Statutes**, and must be provided to the District for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer's title insurance company within the 30-day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found.
- c. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property.

10. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period specified in paragraph 9 and subject to the same notices and waivers. Buyer understands that District may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title.

11. **SURVEY:** If the Buyer chooses to obtain a survey of the Property, the Buyer agrees to provide the District with a certified copy of the survey.

12. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

13. **RISK OF LOSS:** In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, the District shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer shall complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property,

Contract for Sale and Purchase

Revised 11/27/2017

Parcel Name: LP-1

SWF Parcel No.: 19-528-154S

Buyer's sole remedy shall be the right to terminate this Contract by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage (\$5,000 or less), the parties shall proceed to closing as though no damage had occurred.

14. **DEFAULT:** If Buyer fails to close within one hundred twenty (120) days from the effective date referenced in Paragraph 3, the District shall retain the Deposit, this Contract shall terminate, and the District and Buyer shall be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within one hundred twenty (120) days from the effective date referenced in Paragraph 3, the District shall return the Deposit to Buyer, this Contract shall terminate, and Buyer and the District shall be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 13, Risk of Loss.

15. **ATTORNEYS' FEES AND COSTS:** Except as provided in Paragraph 9, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

16. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.

17. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract shall be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.

18. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.

19. **ASSIGNMENT:** This Contract shall not be assigned by Buyer without the prior written consent of the District.

20. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.

21. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of the District, and shall be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

Contract for Sale and Purchase

Parcel Name: LP-1

SWF Parcel No.: 19-528-154S

Revised 11/27/2017

22. **SURVIVAL**: Paragraphs 6c, 7, 11 and 15 of this Contract will survive delivery and recording of deed and possession of the Property.

23. **ELECTRONIC/FACIMILE SIGNATURE**: The District agrees that this Agreement may be executed by the Buyer 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.

24. **MINERAL RIGHTS**: The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the District in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

25. **DOCUMENTS**: The following documents are attached 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.

Exhibit "A" Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Contract for Sale and Purchase

Parcel Name: LP-1

SWF Parcel No.: 19-528-154S

Revised 11/27/2017

IN WITNESS WHEREOF, the parties have caused the Contract to be executed on the day and year set forth below.

DISTRICT:

Southwest Florida Water Management
District, a public corporation of the
State of Florida

Witness

Printed Name

Witness

Printed Name

Sandy L Wagner

Witness

Sandy L Wagner

Printed Name

Witness

Printed Name

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

Werner Enterprises, Inc.

By: *[Signature]* _____

Name: Marty Nordlund

Title: Senior EVP and COO

Date: January 26, 2021

By: _____

Name: _____

Title: _____

Date: _____

Contract for Sale and Purchase

Parcel Name: LP-1

SWF Parcel No.: 19-528-154S

Revised 11/27/2017

Exhibit "A" Legal
Description

Description of Surplus Parcel 19-528-154S (LP-1)

All of that portion of the Southeast 1/4 of Section 33, Township 18 South, Range 22 East lying within 808.00 feet and parallel with the South Right-of-Way line of State Route 44 as described in Official Records Book 982, Page 632 of the Public Records of Sumter County, Florida, all lying and being in Sumter County, Florida.

Containing 50 Acres more or less.

Approved for use by the Survey Section 10-25-2017, W.O. 18-015.

Remainder of this page intentionally left blank.

Contract for Sale and Purchase

Parcel Name: LP-1

SWF Parcel No.: 19-528-154S

Revised 11/27/2017

FIRST ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

This First Addendum To Contract For Sale and Purchase (the "First Addendum") is entered into by and between **WERNER ENTERPRISES, INC.**, a Nebraska corporation, having an address of 14507 Frontier Road, Omaha, Nebraska 68138 ("Buyer"), and **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 ("District").

BACKGROUND:

A. Buyer and District are parties to that certain Contract For Sale and Purchase dated _____, 2021 (the "Contract") for the purchase of Surplus Parcel #19-528-154S (LP-1) as more particularly described in Exhibit A of the Contract. All terms not separately defined herein have the meaning given them in the Contract.

B. Buyer and District have agreed to amend the Contract as set forth below.

CONTRACT:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. The effective date of this First Addendum shall be the date of execution by the District (the "Effective Date").
2. Deposit. Section 5.a. is deleted in its entirety and replaced with the following: "Within five (5) business days after the full execution of this Contract, Buyer shall deposit the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) via wire transfer with the escrow agent (as defined in Section 6.c.) (the "Deposit") The Deposit shall be held in an interest-bearing account and the interest on said account shall inure to the benefit of Buyer."
3. Real Estate Commissions. Section 6.d. is deleted in its entirety and replaced with the following: "The parties acknowledge and agree that no real estate agent, broker or company has been used in this transaction, other than SVN Saunders Ralston Dantzler Real Estate on behalf of the District and Strictly Commercial, Inc. d/b/a Cresa on behalf of the Buyer (each an "Authorized Broker"). The Buyer agrees to pay a commission of Seventy-One Thousand and No/100 Dollars (\$71,000.00) to the District's Authorized Broker. Any split of the commission between the District's Authorized Broker and Buyer's Authorized Broker will be made pursuant to a separate agreement between the Authorized Brokers."
4. Due Diligence Period. Section 9.b. is deleted in its entirety and replaced with the following: "Subject to the provision allowing the District thirty (30) days to cure any deficiencies in Section 10 of the Contract, as modified by Section 4 of this First Addendum, if Buyer's investigations of the Property reveals any matters which would make the Property or the transaction contemplated by this Contract unacceptable to Buyer then, in Buyer's sole and absolute discretion, Buyer may terminate this Contract by delivering written notice of such

termination to the District prior to the expiration of the Due Diligence Period. In the event of a termination pursuant to this Section, the Deposit will be released to Buyer and Buyer and the District shall be relieved and discharged of any further liability or obligation under this Contract except for obligations which expressly survive termination.”

5. Evidence of Title. Section 10 is amended by adding the following to the end of Section 10: “If Buyer learns of any deficiencies, whether identified in a survey or in a Title Insurance Commitment, Buyer may provide the District with a detailed written notice prior to the expiration of the Due Diligence Period, which contains Buyer’s reasonable objections to any matters reflected in the survey and/or Title Insurance Commitment. The District shall have thirty (30) days from receipt of Buyer’s notice to cure the specified deficiencies. If the deficiencies are identified in a survey, the survey must meet the requirements for a **Certified Boundary Survey in accordance with Chapter 472, Florida Statutes**, and the survey must be provided to the District for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of Buyer within the thirty (30) day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found. If Buyer terminates the Contract pursuant to this Section, the Deposit will be released to Buyer and Buyer and the District shall be relieved and discharged of any further liability or obligation under this Contract except for obligations which expressly survive termination.”
6. Risk of Loss. The following is added to the end of Section 13: “In the event Buyer terminates the Contract pursuant to this Section, the Deposit will be released to Buyer and Buyer and the District shall be relieved and discharged of any further liability or obligation under this Contract except for obligations which expressly survive termination.”
7. Notices. The following is added to the end of Section 16: “Any notices required to be sent to the Buyer must be sent to the attention of Werner Enterprises, Inc., Attn: Associate General Counsel, 14507 Frontier Road, Omaha, Nebraska 68138.”
8. Survival. Section 22 is deleted in its entirety and replaced with the following: “Paragraphs 6.c., 6.d., 7, 11, 15, and 25 of this Contract shall survive the termination of this Contract and the delivery and recording of deed and possession of the Property.”
9. Environmental. The following is added as new Section 26 of the Contract: “If applicable, Buyer and the District shall work jointly with proper authorities to perform inspections as it relates to, and subsequently contracting for the safe and humane relocation of, any environmentally protected wildlife that may inhabit the Property.”
10. Contract in Full Force and Effect. Except as expressly set forth above, all of the terms and conditions of the Contract remain in full force and effect.
11. Delivery; Counterparts. This First Addendum may be executed in any number of counterparts, all of which taken together will constitute one Contract binding on all the

parties. This First Addendum may be delivered by facsimile or electronic (e-mail) transmission of signed original counterparts.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this First Addendum to be duly executed as of the Effective Date.

BUYER:

WERNER ENTERPRISES, INC.

By: _____

Name: Marty Nordlund
Title: Senior EVP and COO
Date: January 26, 2021

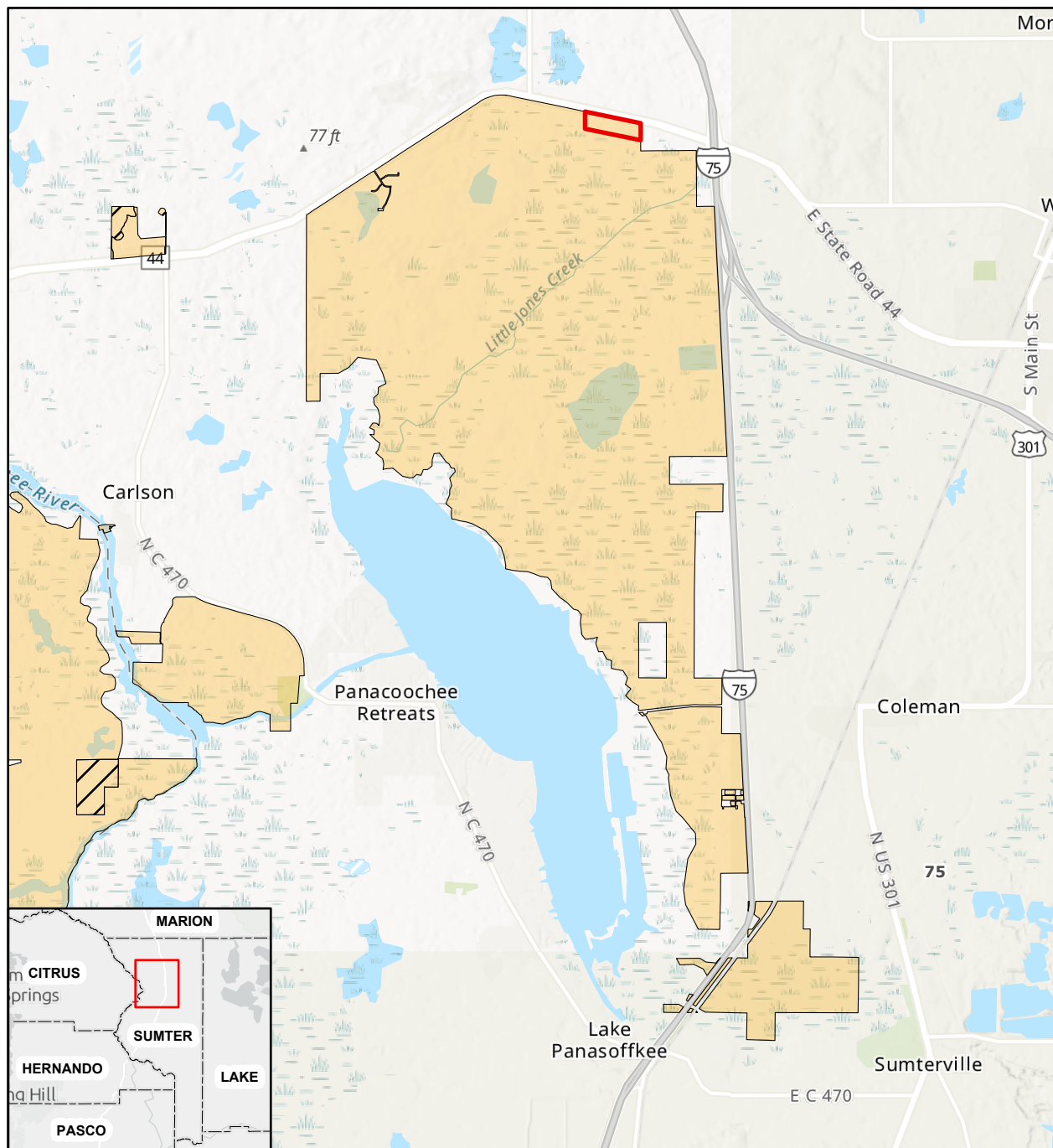
DISTRICT:

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

By: _____

Name: _____
Title: _____
Date: _____

Exhibit 2 - Location Map - LP1



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

- Surplus Parcel
- District Fee Simple Ownership
- District Conservation Easement

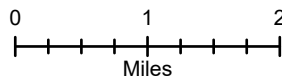


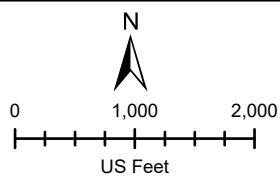


Exhibit 3 - Site Map - LP-1



-  Surplus Parcel
-  District Fee Simple Ownership



Southwest Florida
Water Management District

Bayfront Health
Spring Hill



County Line Rd.

County Line Rd.

United S

South Masarykto

THE HIGHLANDS

LEISURE HILLS

WOODHAVEN FARMS

STUDENT ACRES

Shady Hills

HIGHLAND
MEADOWS

TROJANTOWN

PICO

Shady Hills Rd

Suncoast Pkwy N

Suncoast Pkwy S

US Highway 41

589

45

CREWS LAKE

IN ACRES

Suncoast Pkwy S

Loyce

589

US Highway 41

n Ave

LITTLE LAKES ESTS

41

Shady Hills Rd

Greenfield

KENT

PASCO TRAILS

US Highway 41

52

PILOT COUNTRY
ESTATES EAST

State Road 52

State Road 52

PART I - INTRODUCTION

**AN APPRAISAL REPORT
PO # 21PO0000463
SWF PARCEL NO. 19-528-154S
LAKE PANASOFFKEE, SZ00, LP-1
0 WEST STATE ROAD 44
WILDWOOD, SUMTER COUNTY, FL 34785**

**DATE OF VALUATION
DECEMBER 29, 2020**

**PREPARED FOR
MR. STEVEN E. BLASCHKA
STATE-CERTIFIED GENERAL APPRAISER RZ1411
REAL ESTATE PROGRM SPECIALIST
OPERATIONS & LAND RESOURCES BUREAU
REAL ESTATE SERVICES
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
170 CENTURY BLVD.
BARTOW, FLORIDA 33830-7700**

**PREPARED BY
MANCUSO APPRAISAL SERVICES, INC.
6039 CYPRESS GARDENS BLVD., UNIT 224
WINTER HAVEN, FLORIDA 33884**

FILE NO.: 20-153 NM

Mancuso Appraisal Services, Inc.

APPRAISALS/CONSULTING

Nicholas J. Mancuso, MAI

State-certified general real estate appraiser RZ 542

Kevin Nogues

State-registered trainee real estate appraiser RI 21884

January 12, 2021

Mr. Steven E. Blaschka
State-Certified General Appraiser RZ1411
Real Estate Program Specialist
Operations & Land Resources Bureau – Real Estate Services
Southwest Florida Water Management District
170 Century Blvd.
Bartow, FL 33830-7700

Re: An Appraisal Report
Tract – SWF Parcel No. 19-528-154S
Name – Lake Panasoffkee Surplus, SZ00 LP-1
Address: 0 West State Road 44.
Wildwood, Sumter County, Florida

Dear Mr. Blaschka:

In response to your request, I have completed an appraisal report of the above referenced property located on the south side of W. State Road 44 in Wildwood, Sumter County, Florida.

The purpose of this appraisal is to estimate the Current Market Value of the fee simple interest, under the hypothetical condition that the property has been re-zoned to its highest and best use and that the future land use of Conservation in the County Comprehensive Plan has been changed to allow for re-zoning and/or development. It is my understanding the intended use of this report is for a possible sale of the subject property. The intended user of this appraisal report is Southwest Florida Water Management District. This report conforms to USPAP guidelines and the SWFWMD supplemental appraisal guidelines.

The following appraisal report contains 57 pages, plus addenda, provides a description of this property and my method of valuation. The Table of Contents following this letter serves as an outline of the appraisal report. See the Executive Summary following the Table of Contents for an overview of the appraisal.

The subject of this appraisal consists of a 50± acre portion of a 230 acre parent tract site located in the unincorporated area of the city of Wildwood, Florida. The subject property has zoning classification of General Agriculture with Conventional Housing (A10C) and a future land use classification of Conservation. This appraisal is being completed under the hypothetical condition that the property has been re-zoned to its highest and best use and that the future land use in the County Comprehensive Plan has been changed to allow for re-zoning and/or development for distribution warehouse / light industrial use (See Page 7).

6039 Cypress Gardens Blvd., Unit 224 Winter Haven, FL 33884
Office (863) 294-2331 * Fax: (863) 324-6656
Website: www.mancusoappraisal.com

January 12, 2021
Mr. Steven E. Blaschka
Tract – SWF Parcel No. 19-528-154S
Page 2 of 2

Based on the analysis as presented in the following appraisal report and under the hypothetical condition that the property has been re-zoned to its highest and best use and that the future land use in the County Comprehensive Plan has been changed to allow for re-zoning and/or development as a distribution warehouse / light industrial use, it is my opinion the Current Market Value of the fee simple interest in the subject property, as of December 29, 2020, was:

NINE HUNDRED FOURTY THOUSAND DOLLARS
(\$940,000)

The above market value conclusion is subject to the general and limiting conditions of this appraisal report.

Market Value, as used in this appraisal, is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Sincerely,
MANCUSO APPRAISAL SERVICES, INC.

**Nicholas
Mancuso**

Digitally signed by Nicholas Mancuso
DN: CN = Nicholas Mancuso, C =
US, O = Mancuso Appraisal
Services, Inc.
Date: 2021.01.12 10:02:58 -05'00'

Nicholas J. Mancuso, MAI
President
State-certified general real estate appraiser #RZ542

¹ Title XI of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) of 1989, and the Supplementary Appraisal Standards for Board of Trustees (Dec 2012)
20-153 NM

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COMPLETED CHECKLIST

EXHIBIT "A"

APPRAISER: Mancuso Appraisal Services, Inc. SWF PARCEL NO. 19-528-154S P.O # 21PO0000463

COMPLETE SELF CONTAINED APPRAISAL PRESENTATION FORMAT/CHECKLIST

(ALL PAPER REPORTS ARE TO BE BOUND AND EACH SECTION DIVIDED WITH PERMANENT-TYPE TABS)

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(21) INCOME APPROACH (IF APPLICABLE)	N/A
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EXECUTIVE SUMMARY

<u>Project Identification:</u>	Name: Lake Panasoffkee1, LP-1
<u>Parcel Identification:</u>	Portion of Parcel #C33-009 Owner: Southwest Florida Water Management District
<u>Appraiser:</u>	Nicholas Mancuso, MAI Mancuso Appraisal Services, Inc.
<u>Dates:</u>	Date of Value: December 29, 2020 Date of Report: January 12, 2021
<u>Interest Appraised:</u>	Fee Simple
<u>Parcel Size:</u>	Gross Acreage: 50.0± acres Upland Acreage: 47± acres
<u>Ownership History, Listings, Sale Contracts:</u>	Southwest Florida Water Management District has owned the subject property since January 28, 1993. As of the date of this appraisal, the subject property is currently available listed for sale for \$999,000.
<u>Parcel Access:</u>	Legal: Via W. SR 44 Physical: Via W. SR 44
<u>Land Use/Zoning:</u>	Future Land Use: Conservation Zoning: General Agriculture with Conventional Housing (A10C)
<u>Assessed Value:</u>	The subject is a portion of a larger tract which has an assessed value based on a pro-rated per acre unit index of \$1,106.87 per acre.
<u>Utilities:</u>	None except for electric
<u>Flood Zone Information:</u>	Zone "X", areas determined to be outside 500-year floodplain
<u>Mineral Rights:</u>	Included
<u>Easements:</u>	Known none
<u>Other Encumbrances:</u>	None
<u>Highest and Best Use:</u>	Distribution warehouse development, based on the hypothetical condition that the land use in the County Comprehensive Plan has been changed to allow for re-zoning and development as distribution warehouse / light industrial use.

EXECUTIVE SUMMARY (Continued)

Page 2

Present Use: Unimproved vacant, partially wooded and partially cleared land

Opinion of Value: Total Value: \$940,000
Sales Comparison Approach: \$940,000

Extraordinary Assumptions

And/or Hypothetical Conditions: The property was appraised with the Hypothetical Condition that the property has been re-zoned to its highest and best use and that the future land use in the County Comprehensive Plan has been changed to allow for re-zoning and development for distribution warehouse / light industrial use.

Unit Values: Sales data is analyzed on a per acre unit index basis. (Fee Simple Interest, Subject to Easements of Record)

Sales Data: Sales data researched consists of recent sales within the Central Florida market area for similarly sized and zoned vacant tracts

PART II – PREMISES OF THE APPRAISAL

SCOPE OF APPRAISAL

Procedures followed in performing this appraisal are -

- Inspection of subject property on December 29, 2020, by Nick Mancuso, MAI with Steven Blaschka in attendance
- obtain certain factual information about the subject property, such as physical features, current use, zoning and land use designation, legal access, tax assessments, utilities, etc. from various sources including personal inspection, and public records.
- Parties contacted for verification of subject property data for planning, zoning, and utilities included the following:
 - Steve Wilcox – Development Services (Utilities info) for Sumter County
 - Sue Farnsworth – Planning Department for Sumter County
- Parties contacted for verification of local real estate market activity, demand for commercial, distribution warehouse and/or residential acreage sites in the SR 44 area included the following:
 - Reginald Caruthers – Realtor – Oxford Land Company with vast experience in sales/listings of various properties in Sumter County
 - Ryan Sampson – Eshenbaugh Land Co. with extensive experience in land brokerage in West and Central Florida markets
 - David Hungerford – Realtor – Saunders Raulston Dantzler Real Estate; listing agent of subject property
 - Jim Morton, Realtor – Morton Real Estate with extensive experience in sales/listing in Citrus and Sumter Counties
- examination of local market activity as to comparable land sales, supply and demand, etc.
- consideration of the highest and best use of the property and demand analysis of potential future development of subject tract.
- application of the sales comparison approach valuation method to develop an indication of the market value of the fee simple interest, subject to easements of record, under the hypothetical condition that the property has been re-zoned to its highest and best use and that the future land use in the County Comprehensive Plan has been changed to allow for re-zoning and development.
- preparation of appraisal report for use by client

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the current market value of the subject property for a possible sale of the subject property and negotiations based on the definition of market value which states: “The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.” Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: buyer and seller are typically motivated.

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed by the appraiser for legal matters, nor is any opinion on the title rendered herewith. The appraiser assumes that the title to the property is good and marketable.

Unless stated otherwise in this report, all existing liens and encumbrances, if any, have been disregarded, and the property is appraised as though free and clear.

Certain information used in compiling this report was furnished the appraiser by outside sources which he considers reliable. The appraiser, however, does not warrant the accuracy of such data, although so far as possible has checked the information and believes it to be correct.

Neither I, nor anyone employed by me, has any present or contemplated interest in the property appraised.

Drawing/sketches of the site and/or improvements are presented to assist the reader in visualizing the property.

Unless stated otherwise in this report, no responsibility is assumed for physical defects in the subject property which would not be readily ascertainable upon typical visual inspection, including but not limited to electrical, mechanical, plumbing, structural, termite, subsoil, drainage, boundary and potential soil contamination.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value.

No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Disclosure of the contents of this appraisal report is governed by the By laws and Regulations of the Appraisal Institute.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA in estimating the value of the property has not been considered.

Individual line items or separation of values within the report are not to be considered reliable value conclusions.

EXTRAORDINARY ASSUMPTION

An assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser's opinion or conclusion. In this appraisal, there are no extraordinary assumptions noted.

HYPOTHETICAL CONDITIONS

Hypothetical conditions are defined as those conditions, which are contrary to what exists, but are supposed for the purpose of analysis. In this appraisal the property was appraised with the Hypothetical Condition that the property has been re-zoned to its highest and best use and that the future land use in the County Comprehensive Plan has been changed to allow for re-zoning and land use change to permit distribution warehouse / light industrial use. This hypothetical condition is predicated upon Sumter County Planning Department's continued current positive reception of a zoning and land use change of the subject property from its current Conservation classification to distribution warehouse / light industrial use.

PROPERTY RIGHTS APPRAISED

The property rights appraised in the appraisal assignment are the fee simple interest, subject to easements of record.

INTENDED USE AND INTENDED USER OF APPRAISAL

The appraisal has been requested by Mr. Steven E. Blaschka representing the Southwest Florida Water Management District. The intended use of this appraisal is to estimate the current market value for a possible sale of the subject property. The client and intended user of this appraisal is the Southwest Florida Water Management District and no other user is permitted to rely on the value conclusion(s) stated herein.

DATE OF APPRAISAL AND APPRAISAL REPORT

The effective date of value for the subject property "as is" is December 29, 2020. The appraisal report was written and completed during the time period of December 16, 2020, through January 12, 2021.

EXPOSURE TIME / MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject property could be brought to market and sold. The exposure is a function of price, time, and use. It is not an isolated estimate of time alone. It is different for various types of real estate and under various market conditions.

In estimating an appropriate exposure time for the subject property, I considered the following:

- Comparable sales (exposure time); and
- Interviews with market participants (exposure and marketing times).

Based on this analysis, I have concluded an exposure time of 6 to 9 months would be considered reasonable for the subject property. The marketing time is also estimated at 6 to 9 months. This exposure time reflects current economic conditions, current real estate investment market conditions, the terms and availability of financing for real estate acquisitions, and property and market-specific factors. It assumes that the subject property is (or has been) actively and professionally marketed. The exposure time would apply to all valuation premises included in this report. The exposure time is retrospective and market time is prospective.

PART III – PRESENTATION OF DATA

SUBJECT PHOTOS (Taken December 29, 2020)



View west along SR 44 near NW corner of subject



View east along SR 44 near NW corner of subject



View SE from NW corner of subject property



View southwest from SR 44 near north-central area of subject property



View of left turn decel lane into subject from west bound lanes of SR 44



View west along northern edge of subject property



View SW from NE corner of subject property

OWNERSHIP / FIVE YEAR SALES HISTORY

The subject property is a portion of a parent tract and is currently under the ownership of Southwest Florida Water Management District. There have been no recorded sale / transactions of the subject property in the past five years. The subject property is currently listed for sale with Saunders Real Estate for \$999,000.

There have been multiple offers over the past 16 +/- months for purchase of the subject property. There was an offer for \$700,000 from a construction company in Wildwood in September of 2019 and was countered by the seller at \$975,000 and nothing further occurred.

In September of 2020 an offer was received from a national trucking company for \$750,000 and was countered at \$950,000 and reportedly seemed to be accepted. This was followed by some contract negotiations and revisions including an addendum. As of the date of this appraisal the District has not received a formal acceptance of terms and price negotiated with this buyer.

In October of 2020 the District also received an offer from a land development company for \$800,000 and a counter offer was pursued because of ongoing negotiations with the national trucking company.

In mid-December of 2020 an RV company submitted an offer of \$988,000. This offer is currently being considered.

ASSESSMENTS AND TAXES:

The subject property is a portion of a parent tract. The parent tract's parcel identification number is #C33-009. The **2020** assessment for the subject parcel's *parent tract* is as follows:

PARCEL #	LAND VALUE	BLDG. VALUE	EXTRA FEATURES	TOTAL ASSESSED VALUE	TAXES
C33-009	\$254,580	\$ 0	\$ 0	\$254,580	\$ 0**

The assessed value for the parent tract equates to \$1,106.87 per acre.

**Subject owner does not pay ad valorem taxes.

SUBJECT PROPERTY BOUNDARY MAP/ PLAT
(Taken from the Sumter County Property Appraiser's public records)



SWFWMD PROVIDED AERIAL PHOTO OF SUBJECT PROPERTY

LAKE PANASOFFKEE
SWF PARCEL NO. 19-528-154S (SURPLUS ID LP-1)



SUBJECT SITE DATA

Gross Land Area: 50.0 +/- acres

Upland Land Area: 47.0 ± acres

Wetland Land Area: 3 +/- acres (per NWI mapping)

Topography: Generally level and mostly at or above road grade at elevation of approximately 50 feet above sea level

Soils: According to the "Soil Survey of Sumter County, Florida" as published by the Soil Conservation Service of the United States Department of Agriculture, the subject property consists of four soil types. The primary soil type is Tavares fine sand, 0 to 5 percent slopes (#13). This soil is nearly level to gently sloping and moderately well drained. It is on knolls and ridges throughout the county and on lower ridges on the uplands. The slopes are 5 percent or less. Typically this soil is fine sand throughout. The water table is between depths of 40 and 72 inches for up to 6 months. Permeability is rapid or very rapid. The available water capacity is very low. Percent of AOI – 36.2%

- Candler sand, 0 to 5 percent slopes (#4): This soil is nearly level to gently sloping and excessively drained. It is on uneven side slopes and convex ridgetops on the uplands. The water table is more than 80 inches below the surface throughout the year. Permeability is rapid. The available water capacity is very low to low. Percent of AOI – 27.2%
- Myakka-Myakka, wet, sands, 0 to 2 percent slopes (#31). This soil is nearly level and is poorly drained. It is on broad areas on the flatwoods. The slopes are smooth to concave and range from 0 to 2 percent. In most years, this soil has a high water table within 10 inches of the surface for 1 month to 4 months and recedes to a depth of more than 40 inches during dry periods. The available water capacity is low. Permeability is rapid in the surface layer, subsurface layer, and substratum and is moderate or moderately rapid in the subsoil. Percent of AOI – 33.7%
- Gator muck, 0 to 1 percent slopes, frequently flooded (#57): This soil is nearly level and is very poorly drained. It is in swamps and marshes along the flood plains of the major rivers, lakes, and streams. The slopes are smooth and range from 0 to 1 percent. The soil is frequently flooded for very long periods. The available water capacity is very high. Permeability is rapid in the surface layer. It is also rapid in the sandy part of the substratum and moderate in the loamy part. Percent of AOI – 1.5%

Water Influence: None

Flood Zone: According to the Flood Insurance Rate Map, Panels # 12119C0063D and 12119C0126D, Sumter County, Florida, dated September 27, 2013, the subject site is located in Zone "X" which is a non-flood hazard area.

Road Frontage: The subject has approximately 2,732 ± feet of road frontage on the south side of W. State Road 44. The road frontage of the subject property was estimated from use of the Sumter County GIS mapping system.

Access: Access to the subject is via W. State Road 44.

Easements: None known that are adversarial

Size: 50.0 ± acres

Shape: Basically rectangular

UTILITIES:

The subject property has electric service available from Duke Energy. Private wells are utilized for water supply in the subject location along with septic tanks for sewer treatment. The nearest public utilities (from City of Wildwood Public Utilities) are located approximately one-half mile to the east near the interchange of S.R. 44 and U.S. 75 which have reportedly to have been recently extended to the west side of the interchange.

ZONING / LAND USE CLASSIFICATION:

The subject property lies within the unincorporated area of Sumter County. According to the Sumter County Comprehensive Plan, the subject property has a zoning classification of General Agriculture with Conventional Housing (A10C). The A10 and A10C districts are intended to allow all agricultural, aquaculture, forestry and horticulture activities either as a permitted or special use, and depending on the district, may allow one (1) conventional or mobile home dwelling unit per parcel as a permitted use. In addition, accessory uses and other special or conditional uses are allowed when specified in the Land Development Code.

The subject property has a future land use classification of Conservation. This category shall be applied to public land areas that have been acquired for the purpose of conserving, preserving, or managing environmentally sensitive lands. This land use category may be applied to private lands when held under a perpetual conservation easement, or similar legal instrument, dedicated to a public agency for resource conservation purposes.

PART IV – ANALYSIS OF DATA AND CONCLUSIONS

HIGHEST AND BEST USE

Fundamental to appraising real estate is the concept of highest and best use. Highest and best use is defined as:

“the reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.”²

For any use to represent the highest and best use, the intended use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximum profitability.

Legally Permissible – the 50.0 acre subject tract is located in the unincorporated area of Sumter County and follows Sumter County’s zoning and future land use classifications. The subject property has zoning classification of General Agriculture with Conventional Housing (A10C). The subject property has a future land use classification of Conservation.

This appraisal is being completed under the hypothetical condition that the property has been re-zoned to its highest and best use and that the future land use in the County Comprehensive Plan has been changed to allow for re-zoning and development.

I spoke with Sue Farnsworth with the Sumter County Planning Department on December 19, 2017 about the likelihood of a land use and/or zoning change for the subject property. She indicated that the land uses which would have the highest likelihood of obtaining approval would be either residential or commercial. When asked if a light industrial / distribution type land use would be likely she stated that it would not, due to the County concentrating those types of uses near the new interchange off of the Florida Turnpike located a couple miles southeast of the subject property.

The probability of a land use change to a use other than residential would seem likely based on the subject property’s location along S.R. 44 near the full interchange with I-75, the subject’s extensive road frontage along SR 44, and the land use classifications for the parcels adjacent to the east and north (across SR 44) already being Commercial. The subject property would have to obtain a comp plan amendment which takes 4-6 months to complete.

I subsequently spoke with Ms. Farnsworth again on December 6, 2018 about the present likelihood of a land use and/or zoning change for the subject property. She indicated that Sumter County currently considers the subject as a “blank slate” and was open to various potential uses. I specifically asked if a distribution warehouse use would be likely to receive approval and she stated that she did not see a reason Sumter County would not be in favor of a distribution warehouse type use, or commercial use or residential use.

On December 17, 2019, I again spoke with Sue Farnsworth about the current likelihood of a land use and/or zoning change for the subject property. She indicated that Sumter County currently considers the subject as a “blank slate” and was open to various potential uses and that the Urban Development Area for Sumter County has expanded and is now adjacent to the subject property to along the eastern boundary and directly across SR 44. She indicated that since the subject

² The Appraisal of Real Estate *Thirteenth Edition* (© 2008 by the Appraisal Institute) page 277-278.

property is currently state owned land that the county did not include the subject property in the expansion of the Urban Development Area. Ms. Farnsworth indicated that the subject property would likely be able to be included as a further expansion of the Urban Development Area if the subject property were under private ownership and that it would likely take place upon request for a land use change. She stated that the County staff would support the inclusion of the subject property in the Urban Development Area. Being located within the Urban Development Area would allow for more intense development of commercial or industrial use and increases the floor area ratio.

Physically Possible – The subject property is basically rectangular in shape and contains a total of approximately 50.0 acres, of which approximately 47 acres +/- is considered usable uplands. The subject is located along the south side of W. State Road 44 which is a four lane paved roadway and has approximately 2,732 lineal feet of road frontage.

The subject property is located approximately 0.70 mile west of the full interchange of SR 44 with Interstate 75. There are various commercial retail uses located at the interchange, however, the uses stop approximately ¼ mile east of the subject. There is a 109 acre vacant tract located directly across SR 44 from the subject property which is zoned CH for heavy commercial use and this property is currently listed for \$7,085,000 (previously listed for sale for \$9,175,000) or \$65,000 per acre. This property reportedly has a Development Agreement with Sumter County to allow for 50% as commercial and 50% as industrial.

The large Lake Panasoffkee Nature Preserve is located adjacent to the subject property to the south and west and is owned by SWFWMD. The land area to the northwest and westerly along SR 44 consists primarily of rural residential tracts and vacant land.

Considering the subject's extensive road frontage along SR 44, parcel size, primarily sand soil base at road grade, and proximity to the full interchange with I-75, the physically possible uses of the subject property support distribution warehouse use or other similar uses if the zoning/land use classification is obtained (per the hypothetical condition of this appraisal).

Economic Feasibility: Based on my extensive sales research, conversations with local real estate agents/brokers and observations of the subject neighborhood, it is apparent that the predominant uses found for nearby properties consists of either commercial uses (closer to the interchange), light industrial, single family residential dwellings (conventional and mobile homes), recreational use, and/or agricultural use. My research of low density residential acreage sales indicated a general range of unit indexes of between \$10,000 and \$15,000 per acre for similar sized acreage tracts within this area of Sumter County. These residential or agriculturally zoned tracts were primarily pasture use or low density rural residential uses.

The demand for commercial uses for the area along SR 44 lying west of the interchange with Interstate 75 is minimal with the current and near term future activity being located along SR 44 in the area lying east of the interchange, due to the traffic patterns going east towards Wildwood and The Villages. Although there is minimal current demand, the subject's extensive road frontage along SR 44, the proximity to the interchange of SR 44 and I-75, the site configuration and proximity to Commercial zoned/land use classified land along SR 44, and the recent expansion of the Urban

Development Area are felt to diminish the probability of a residential or agricultural use of the subject site.

The subject's location near the full interchange of S.R. 44 with Interstate 75, along with the proximity to the Florida Turnpike is felt to be attractive for distribution warehouse use or other potential uses such as an RV storage site. Distribution warehouse tenants typically desire to be located near Interstate access and the subject's proximity to the Florida Turnpike is felt to create an additional positive attribute for truck access to a major transportation route for the State of Florida. The subject is centrally located between Ocala, Leesburg, Brooksville and the ever expanding Villages retirement community. The Villages does not allow for RV's to be stored at a residence and the demand for RV storage is good for the subject area.

Based on my research the current most profitable and feasible use(s) for the subject property would be for distribution warehouse development and/or an RV storage site. These uses would also be considered the maximally productive uses for the subject property.

Conclusion as to Highest and Best Use

On the basis of the foregoing discussion and analysis and based on the hypothetical condition of this appraisal, it is my opinion that the Highest and Best Use of the subject site, as vacant, would be for distribution warehouse development and/ or RV storage.

VALUATION METHODOLOGY AND ANALYSIS

There are three approaches used to estimate market value, i.e., the Cost Approach, the Sales Comparison Approach, and the Income Approach. The Cost Approach is applicable for proposed or recently constructed improved properties, whereas the subject is vacant land without any building improvements, thus the Cost Approach is not applicable. The Income Approach is applicable for income producing properties. Although certain types of vacant land are leased (commercial outparcels, agricultural use, etc.), the subject's vacant land type is not typically leased and therefore the Income Approach was not applicable for this appraisal.

This appraisal of a vacant tract of land shall utilize the Sales Comparison Approach to value only which is the only applicable approach.

SALES COMPARISON APPROACH

I conducted a thorough search of the public records in the subject neighborhood and other similar locations within the Central Florida market area. I thoroughly researched the subject immediate area and the Sumter County area which resulted in only one truly comparable sale. My research therefore expanded to the Central Florida market area.

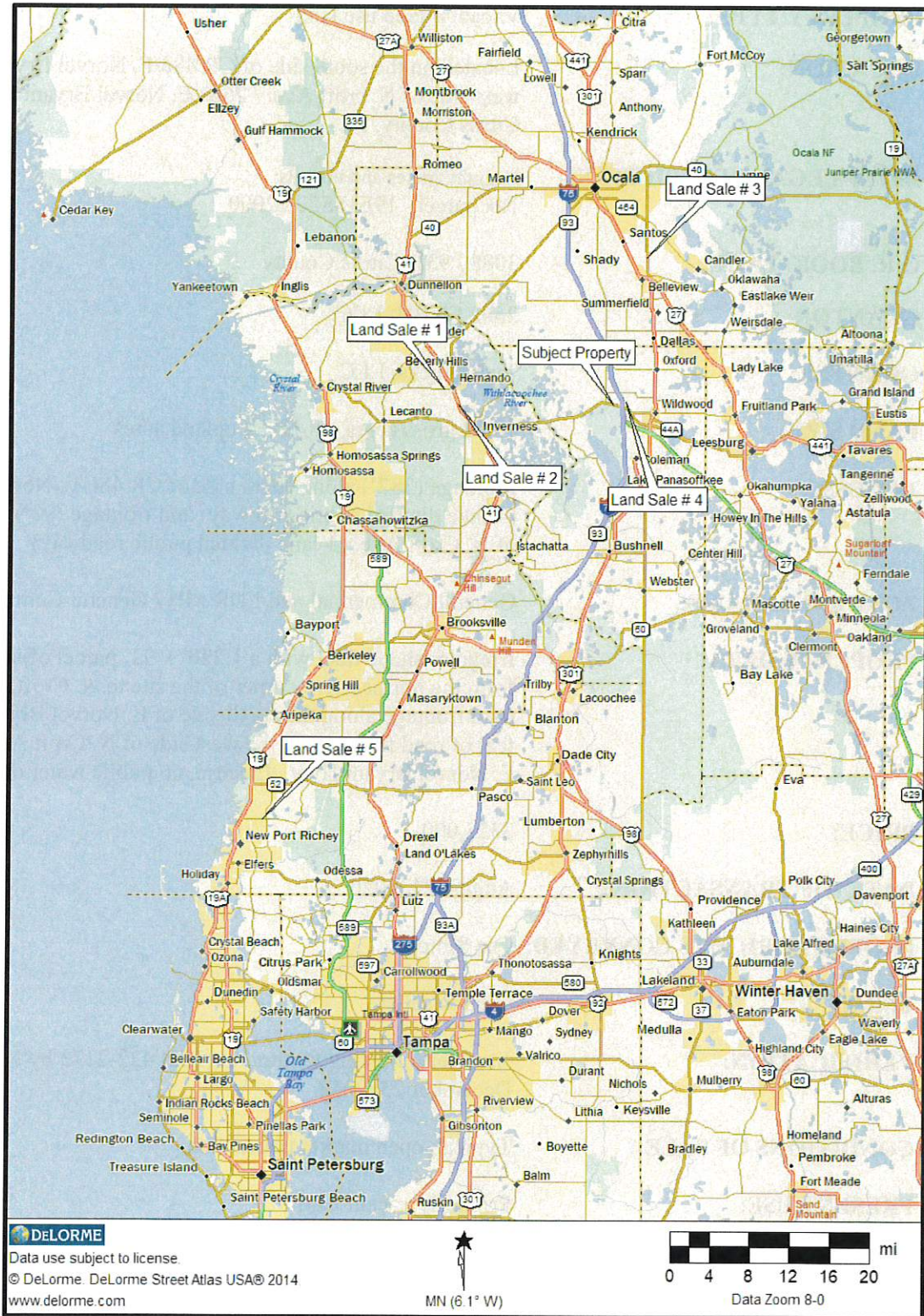
Shown on the following pages are aerial photographs, maps and individual sale write-ups and recorded deeds of those land sales felt to be most comparable to the subject. The sale data sheets are then followed by a sales analysis and adjustment chart and a correlation of how each sale compared to the subject.

The comparable land sales utilized in this analysis are considered to be the most reflective and applicable for comparison to the subject property.

LAND SALES SUMMARY CHART

SALE NO.	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4	Land Sale 5
Location:	West SR 44, west of I-75	2662 Norvel Bryant Hwy.	935 N. Independence	SE 92 nd Place Rd & SE 58 th Ave	CR 229	Ridge Road, west of Little Road
City	Wildwood	Hernando	Inverness	Bellevue	Wildwood	New Port Richey
County	Sumter	Citrus	Citrus	Marion	Sumter	Pasco
Date of Sale		Aug-20	Feb-20	Aug-19	Oct-19	Sept-17
Sales Price		\$325,000	\$335,000	\$1,125,000	\$275,000	\$650,000
Total Acres	50.0 acres±	18.12 acres +/-	24.95 ac	64.17 acres+/-	19.9 acres±	33.91 acres±
Net Upland/Useable Acres	47.0 acres±	18.12 acres +/-	24.95 ac.	64.17+/- acres	14.5 acres±	31.58 acres±
Zoning/FLU	A10C/Conserv.	GNC/LDRMH	GNC/LDRMH	B-2, B-5 A-1	A-10 C	Ag/ LI
Utilities	Electric	Electric	Electric	Elect, W & S	Elect, W & S	Elect. W & S
Road Frontage	4-lane paved SR 44	4-lane paved SR 486	2-lane paved Independence	2 lane paved	2 lane paved CR 229	4 lane paved Ridge Rd
\$ / Net Upland Acre		17,936	\$13,427	\$17,532	\$18,965	\$20,583

LAND SALES LOCATION MAP



SALE NO.: 1

PROPERTY TYPE: Vacant mixed use land

LOCATION: Located on the south side of CR 486/E. Norvel Bryant Hwy. and west side of N. Croft Ave. / 2662 E. Norvel Bryant Hwy., Hernando, Citrus County, FL

BRIEF LEGAL DESCRIPTION: Lengthy metes and bounds;
Tax parcel: 19E18S27 12000

O.R. BOOK/ PAGE: 3088 / 931, Citrus County

GRANTOR: 2662 ENBH, LLC

GRANTEE: Two Creeks, LLC

LAND SIZE: 18.12 gross acres; 18.12 +/- upland acres

ACCESS: Frontage (387') along south side of CR 486/E. Norvel Bryant Hwy. (4-lane divided public highway) and frontage (92') along west side of N. Croft Ave. (4-lane divided public roadway)

ZONING/LAND USE: General Commercial and LDR MH / General Commercial and LDR

PROPERTY DATA: Irregular shape tract with a 1,220' x 92' parcel of land extending from the northeastern corner of the site to N. Croft Ave.; 387 feet of road frontage along the south side of E. Norvel Bryant Hwy. and 92 feet of road frontage on the west side of N. Croft Ave. Access from E. Norvel Bryant Hwy. Electric, no public water or sewer.

PRICE: \$325,000

DATE (OF TRANSACTION): August 24, 2020

PROPERTY RIGHTS CONVEYED: Fee Simple

TERMS: Cash to seller

VERIFICATION: Jim Morton listing Realtor, at (352) 422-2173 by Nick Mancuso on December 23, 2020

CONDITIONS OF SALE: Typical, open market transaction

PRESENT USE: Primarily vacant land

HIGHEST AND BEST USE: Mix of commercial and residential type use(s)

INTENDED USE: Unknown

COMMENTS: Northern 6 acres +/- zoned GNC and southern 12 acres +/- zoned LDRMH

PRIOR SALE INFORMATION:

There have been no sale transactions of the subject property in the past three years.

UNIT INDEX:

\$17,936 per gross acre

\$17,936 per net upland acre

AERIAL PHOTO OF LAND SALE 1
 (obtained from www.citruspa.org)



LAND SALE 1 DEED

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020046361 BK: 3088 PG: 931 9/2/2020 3:34 PM 1 Receipt: 2020040187
RECORDING \$18.50 D DOCTAX PD \$2,275.00

After Recording Return to:
Shari J Justice
Steward Title Company
4771 South Suncoast Blvd
Homosassa, FL 34448

This Instrument Prepared by:
Shari J Justice
Steward Title Company
4771 South Suncoast Blvd
Homosassa, FL 34448
as a necessary incident to the fulfillment of conditions
contained in a 88a insurance commitment issued by L

Property Appraisers Parcel LD, (Folio) Number(s):
18E18527 12000
File No.: 877848

WARRANTY DEED

This Warranty Deed, Made the 24 day of AUGUST, 2020, by 2682 ENBH, LLC, Florida Limited Liability Company, having its place of business at: 3663 N. Pine Valley Loop, Lecanto, FL 34461, hereinafter called the "Grantor", to Two Creeks, LLC, a Tennessee Limited Liability Company, whose post office address is: 166 E. Main Street, Auburntown, TN 37016, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of Three Hundred Twenty Five Thousand Dollars and No Cents (\$325,000.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Citrus County, Florida, to wit:

Parcel B: Begin at the SW corner of the SE 1/4 of the NE 1/4 of Section 27, Township 18 South, Range 19 East, Citrus County, Florida, thence N 89°30'40" E along the South line of said SE 1/4 of the NE 1/4 of Section 27, a distance of 698.87 feet, thence N 0°18'40" E parallel to the West right of way line of North Croft Avenue a distance of 917.82 feet to a point on the Southerly right of way line of an abandoned Seaboard Airline Railroad, thence S 49°22'45" E along said right of way line a distance of 916.33 feet to a point on the West right of way line of North Croft Avenue, thence N 0°18'40" E along said right of way line a distance of 131.20 feet to a point on the Northerly right of way line of the aforementioned abandoned Seaboard Airline Railroad, thence N 49°22'45" W along said Northerly right of way line a distance of 1166.72 feet to the P.C. of a curve, concave Northeasterly, having a radius of 1382.40 feet and a central angle of 4°43'11", thence Northwesterly along the arc of said curve and along said right of way line a distance of 113.88 feet to a point on the South right of way line of County Road No. 488 (chord bearing and distance between said points being N 47°D1'00"W 113.84 feet), thence S 89°30'07" W along said right of way line a distance of 333.22 feet, thence S 0°08'00" W along the West line of the SE 1/4 of the NE 1/4 of said Section 27, a distance of 1284.35 feet to the Point of Beginning.

Also described as:

All that part of the SE 1/4 of the NE 1/4 of Section 27, Township 18 South, Range 19 East, Citrus County, Florida; lying Southwesterly of the Seaboard Airline right of way and South of State Road No. 488, except the North 50 feet thereof for road right of way, and except the East 26 feet thereof for road right of way.

AND

A strip of land 100 feet in width, i.e., 50 feet wide on each side of the center line of the roadbed of Seaboard Coast Line Railroad Company's former main track, said strip of land to extend over and across the East 1/2 of the NE 1/4, Section 27, Township 18 South, Range 19 East, Citrus County, Florida, saving and excepting, however, that portion of said strip of land North of the South line of State Road No. 5486.

LESS AND EXCEPT the following described parcels: Commence at the SW corner of the SE 1/4 of the NE 1/4 of Section 27, Township 18 South, Range 19 East, Citrus County, Florida, thence N 89°30'40" E along the South line of the SE 1/4 of the NE 1/4 of said Section 27 a distance of 698.87 feet to the Point of Beginning, thence continue N 89°30'40" E along said South line, a distance of 698.45 feet to a point on the West right of way line of North Croft Avenue, thence N 0°18'40" E along said right of way line a distance of 317.10 feet to a point on the Southerly right of way line of an abandoned Seaboard Airline Railroad right of way line, thence N 49°22'45" W along said right of way line a distance of 916.33 feet, thence S 0°18'40" W parallel to the West right of way line of North Croft Avenue a distance of 917.82 feet to the Point of Beginning.

ALSO LESS AND EXCEPT THE FOLLOWING:

A parcel of land in Section 27, Township 18 South, Range 19 East, Citrus County, Florida, more particularly described as the North 35.00 feet of the following described parcels:

All that part of the SE 1/4 of the NE 1/4 of Section 27, Township 18 South, Range 19 East, Citrus County, Florida; lying Southwesterly of the Seaboard Airline right of way and South of State Road No. 488, except the North 60 feet thereof for road right of way, and except the East 25 feet thereof for road right of way.

AND

A strip of land 100 feet in width, i.e., 50 feet wide on each side of the center line of the roadbed of Seaboard Coast Line Railroad Company's former main track, said strip of land to extend over and across the East 1/2 of the NE 1/4, Section 27, Township 18 South, Range 19 East, Citrus County, Florida, saving and excepting, however, that portion of said strip of land North of the South line of State Road No. 5486, SAID parcel is bounded on the North by the existing South right of way of County Road 488, bounded on the East by property described in OR Book 611, Page 141, of the Public Records of Citrus County,

Florida, bounded on the South by a line parallel with and 35.00 feet South of the existing South right of way of County Road 486, and bounded on the West by the West line of the SE 1/4 of the NE 1/4 of said Section 27.

TOGETHER WITH a non-exclusive easement for ingress and egress and utilities over and across a strip of land 100 feet in width, i.e., 50 feet wide on each side of the center line of a roadbed of Seaboard Coast Line Railroad Company's former main track, said strip of land to extend over and across the East 1/2 of the NE 1/4, Section 27, Township 18 South, Range 19 East, Citrus County, Florida, saving and excepting however, that portion of said strip of land North of the South line of State Road No. S486.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019, reservations, restrictions and easements of record, if any.

(Wherever used herein the terms "Grantor" and "Grantee" included all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of the Corporation)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED
2862 E. Norvell Bryant Highway, Inverness, FL 34452

ATTEST: _____ 2862 ENBH, LLC, Florida Limited Liability Company

Secretary
Witness Signature: Shari J. Justice
Printed Name: SHARI J. JUSTICE Venugopala A. Reddy, Manager

Witness Signature: Linda L. Gorman
Printed Name: LINDA L. GORMAN

State of Florida
County of Citrus

The foregoing Instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of August, 2020 by Venugopala A. Reddy as Manager of 2862 ENBH, LLC, Florida Limited Liability Company. He/She has produced Florida Notary Public Identification.

Notary Public Signature: Shari J. Justice
Printed Name: SHARI J. JUSTICE
My Commission Expires (SEAL)
☐ Online Notary (Check Box if acknowledgment done by Online Notarization)



SALE NO.: 2

PROPERTY TYPE: Commercial land

LOCATION: East side of N. Independence Hwy and west side of the
Withlacoochee State Trail / 935 N. Independence Hwy., Inverness,
Citrus County, FL 34453

BRIEF LEGAL DESCRIPTION: Lengthy metes and bounds;
Tax ID: 19E18S36 32300

O.R. BOOK/ PAGE: 3039/2444, Citrus County

GRANTOR: Philip Choung (10% interest)
Walter Choung (90% interest)

GRANTEE: Williams Family Florida Farm, LLC

LAND SIZE: 24.95 +/- gross acres; 24.95 +/- upland acres

ACCESS: Frontage (830') along east side of N. Independence Hwy. (2-lane
public roadway)

ZONING/LAND USE: General Commercial (75% +/-) and Low Density Res. (25% +/-) /
General Commercial, Low Density Res. and Low Density Res. MH

PROPERTY DATA: Irregular shape tract with 830 feet of road frontage along the east
side of N. Independence Hwy. Access from N. Independence Hwy.
which extends 707 ft. northward to intersect with US 41. Public
water nearby, electric available to the property.

PRICE: \$335,000

DATE (OF TRANSACTION): February 14, 2020

PROPERTY RIGHTS CONVEYED: Fee Simple

TERMS: Cash to seller

VERIFICATION: With public records; multiple failed attempts to reach buyer and seller.

CONDITIONS OF SALE: Typical, open market transaction

PRESENT USE: Vacant land

HIGHEST AND BEST USE: Mix of commercial and residential uses

INTENDED USE: Unknown

COMMENTS: N/A

PRIOR SALE INFORMATION:

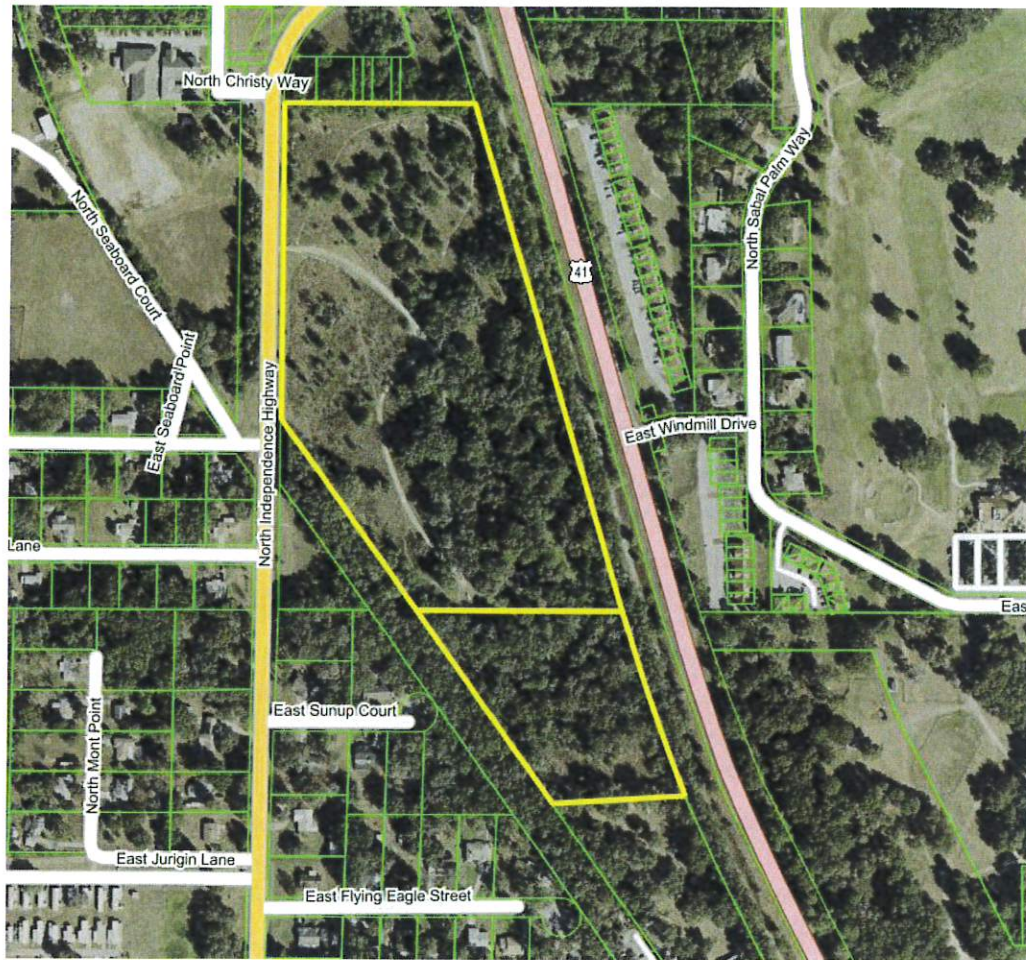
There have been no sale transactions of the property in the past three years.

UNIT INDEX:

\$13,427 per gross acre

\$13,427 per net upland acre

AERIAL PHOTO OF LAND SALE 2
(obtained from mapwise.com)



LAND SALE 2 DEED

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020009018 BK; 3039 PG: 2444 2/18/2020 7:59 AM 1 Receipt: 2020008278
RECORDING \$18.50 D DOCTAX PD \$2,345.00

This instrument prepared by:
Name: Bill Hudson
Return to: Land Title of Citrus County, Inc.
FLR NO. LT-34928
Address: 3899 S. Seacoast Blvd, Ste 100
Homosassa, FL 34446
Property Appraiser Parcel Identification Number(s):
1630274
Grantor(s) S.S #s:

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED made the 14 day of February, 2020 by Philip Choung, as to 10% interest whose address is 3122 W. Mustang Blvd., Beverly Hills, FL 34465 and Walter Choung, as to 90% interest whose address is P.O. Box 541024, Beverly Hills, FL 34464, hereinafter called the grantor, to Williams Family Florida Farm, LLC, a Florida Limited Liability company whose street address is 4554 E. Windmill Drive, Inverness, FL 34453 hereinafter called the grantee:
(Whoever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that the grantor, for and in consideration of the sum \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, conveys, sells, alien, remises, releases, conveys and confirms unto the grantee all that certain land situated in CITRUS County, State of FL, to:

FOR LEGAL DESCRIPTION, SEE SCHEDULE A, ATTACHED HERETO.

THE GRANTORS HERIN AVER AND ATTEST THAT THE ABOVE DESCRIBED PROPERTY DOES NOT CONSTITUTE THEIR LAWFUL HOMESTEAD, NOR ARE SAID CONTIGUOUS TO THE LANDS DESCRIBED AS THEIR HOMESTEAD IN THAT NEITHER THEY NOR ANY FAMILY MEMBER RESIDES THEREON.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31st, 2019. FURTHER SUBJECT TO restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Susiel Choung
Signature
Susiel Choung
Printed Signature

Sherene F. McDougall
Signature
Sherene F. McDougall
Printed Signature

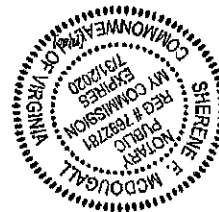
Commonwealth
STATE OF Virginia
COUNTY OF Fairfax

Philip Choung
Philip Choung
(For signature, Notary Public, and Witnesses, see Schedule A)
Walter Choung

FLOOD HAZARD WARNING
This property may be subject to flooding. You should contact local building and zoning officials and obtain the latest information regarding flood elevations and restrictions on development before making plans for the use of this property.

Sworn to (or affirmed) and subscribed before me by means of (check one) ☒ physical presence or ☐ online notarization, on this 14 day of February, 2020 by Philip Choung who (check one) ☒ is personally known to me or ☐ produced the following as proof of identity:

Sherene F. McDougall
Notary Public
My Commission Expires: 7/31/2020



SCHEDULE "A"

THAT PART OF THE SE 1/4 OF SW 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 19 EAST, LYING EAST OF SAL RAILROAD AND WEST OF THE ACL RAILROAD, LESS AND EXCEPT THE WEST 33 FEET THEREOF FOR ROAD RIGHT OF WAY PURPOSES; AND THAT PART OF THE NE 1/4 OF NW 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, LYING EAST OF THE SAL RAILROAD AND WEST OF THE ACL RAILROAD.

LESS AND EXCEPT:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE SAL RAILROAD AND THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, THENCE N. 89 DEG. 26' 40" E. ALONG SAID SOUTH LINE A DISTANCE OF 185.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE ACL RAILROAD, THENCE N. 28 DEG. 27' 05" W. ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 142.41 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N. 28 DEG. 27' 05" W. ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 549.39 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 11 DEG. 02' 43" AND A RADIUS OF 3174.31 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 264.43 FEET TO A POINT (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N. 26 DEG. 03' 54" W. 264.36 FEET), THENCE S. 88 DEG. 51' 02" W. A DISTANCE OF 356.90 FEET TO SAID EASTERLY RIGHT WAY LINE, THENCE S. 36 DEG. 41' 29" E. ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 882.84 FEET, THENCE N. 88 DEG. 03' 16" E. A DISTANCE OF 206.87 FEET TO THE POINT OF BEGINNING;

AND LESS AND EXCEPT:

A 50 FOOT RIGHT OF WAY LYING 25 FEET EITHER SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF THE SAL RAILROAD AND THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, THENCE N. 89 DEG. 26' 40" E. ALONG SAID SOUTH LINE A DISTANCE OF 185.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE ACL RAILROAD, THENCE N. 28 DEG. 27' 05" W. ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 114.48 FEET, TO THE POINT OF BEGINNING, THENCE S. 88 DEG. 03' 15" W. A DISTANCE OF 202 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE AND THE END THIS CENTERLINE DESCRIPTION.

AND LESS AND EXCEPT:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE SAL RAILROAD, AND THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, THENCE N. 89 DEG. 26' 40" E. ALONG SAID SOUTH LINE A DISTANCE OF 185.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE ACL RAILROAD, THENCE N. 28 DEG. 27' 05" W. ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 86.54 FEET TO THE SOUTHERLY RIGHT OF WAY OF A 50 FOOT COUNTY ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 445, PAGE 29, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE S. 88 DEG 03' 15" W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 197.12 FEET TO SAID EASTERLY RIGHT OF WAY LINE, THENCE S. 36 DEG. 41' 29" E. ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 88.78 FEET TO THE POINT OF BEGINNING.

Signed, sealed and delivered in the presence of:

DAVID L. GIBBS
Signature

Walter Chong
Printed Signature

Victoria L. Jeffers
Signature

VICTORIA L. Jeffers
Printed Signature

Walter Chong

STATE OF Florida

COUNTY OF Citrus

Sworn to (or affirmed) and subscribed before me by means of (check one) ☐ physical presence or ☒ online notarization, on this 14th day of February, 2020 by Walter Chong who (check one) ☐ is personally known to me or ☒ produced the following as proof of identity: Florida driver's license

[Signature]
Notary Public
My Commission Expires: 4-26-2021



SALE NO.: 3

PROPERTY TYPE: Vacant commercial / heavy business land

LOCATION: Located at the southwest corner of SE 92nd Place Rd. and SE 58th Avenue, Belleview, Marion County, FL

BRIEF LEGAL DESCRIPTION: Lengthy metes and bounds;
Tax parcel: 36965-020-00

O.R. BOOK/ PAGE: 7030,1238, Marion County

GRANTOR: Land Holding, LLC

GRANTEE: J.O. Townley, Jr. and Pamela S. Townley

LAND SIZE: 64.17 gross acres; 64.17 +/- upland acres

ACCESS: Frontage (2,854.25') along south side of SE 92nd Place Rd. (2-lane public roadway) and frontage (481') along west side of SE 58th Ave. (2-lane public roadway)

ZONING/LAND USE: Northwestern 20 acres +/- of site is zoned B-2 (Heavy Business), northeastern 20 acres +/- of site is zoned B-5 (Community Business) and the southern 25 acres +/- is zoned A-1 (agricultural).

PROPERTY DATA: Irregular shape tract with 2,854.25 feet of road frontage along the south side of SE 92nd Place Rd. and 481 feet of road frontage on the west side of SW 58th Ave. Access from both roadways. Public water and sewer.

PRICE: \$1,125,000

DATE (OF TRANSACTION): August 21, 2019

PROPERTY RIGHTS CONVEYED: Fee Simple

TERMS: Cash to seller; financed \$1,000,000 with CenterState Bank

VERIFICATION: C. Lawson Dann, CCIM, listing Realtor, at (407) 440-6646 by Nick Mancuso on December 18, 2019

CONDITIONS OF SALE: Typical, open market transaction

PRESENT USE: Primarily vacant land

HIGHEST AND BEST USE: Commercial / light industrial type use(s)

INTENDED USE: Buyer reportedly purchased property to occupy a portion and to rezone and sell other portions.

COMMENTS:

Property was listed on the market for approximately 18 months.

PRIOR SALE INFORMATION: Land Holding LLC purchased a portion of the property from Henry A. Ehlers and Sanford Susman, as Co-Trustees of the Belleview Commerce Center and Land Trust Agreement dated January 20, 2006, on September 9, 2017, for the recorded purchase price of \$24,000. This transaction is recorded in O.R. Book 6714, Page 1598 of the Marion County Clerk of Court public records.

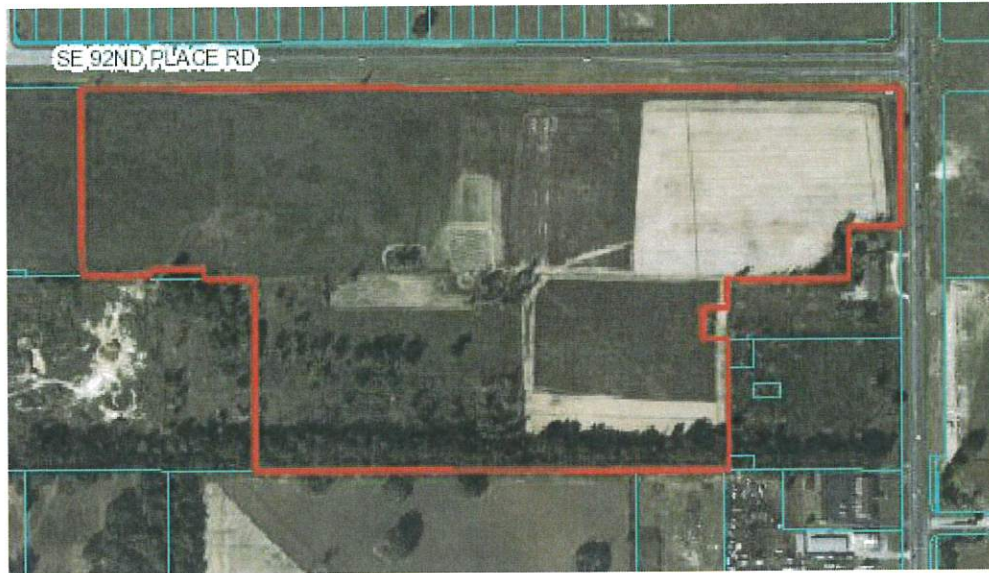
There have been no other sale transactions of the subject property in the past three years.

UNIT INDEX:

\$17,532 per gross acre

\$17,532 per net upland acre

AERIAL PHOTO OF LAND SALE 3
(obtained from website)



LAND SALE 3 DEED



DAVID R. ELLSPERMAN, CLERK & COMPTROLLER MARION CO
DATE: 08/27/2019 02:25:19 PM
FILE #: 2019090271 OR BK 7030 PGS 1238-1241
REC FEES: \$35.50 INDEX FEES: \$0.00
DDS: \$7875.00 MDS: \$0 INT: \$0

PREPARED BY AND RETURN TO:

Kenneth R. Uncapher
Uncapher Law, P.A.
2869 Delaney Avenue
Orlando, Florida 32806

SPECIAL WARRANTY DEED

This Special Warranty Deed is executed effective the 21st day of August, 2019, by **LAND HOLDING, LLC**, with an address of The Tower at PNC Plaza, 300 Fifth Avenue, Pittsburgh, PA 15222-2401 (hereinafter referred to as "Grantor"), to **J.O. TOWNLEY, JR. and PAMELA S. TOWNLEY, husband and wife**, with an address of 10396 SE 110th Street Road, Candler, Florida 32111 (hereinafter referred to as "Grantee").

Witnesseth, that the said Grantor, for and in consideration of the sum of \$10.00, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee all of that certain real property situate in the **County of Marion, State of Florida**, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Together with all tenements, hereditaments, and appurtenances thereon.

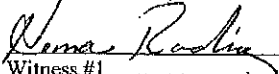
Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include the parties to this Deed, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of any partnership, corporation, or limited liability company. The singular shall be deemed to include the plural, and vice versa, where the context so permits or requires.

Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said real property in fee simple; that Grantor has good right and lawful authority to sell and convey said real property; that Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but no other; and that said real property is free of all encumbrances, except taxes accruing subsequent to December 31, 2018, and except the matters and restrictions of record.

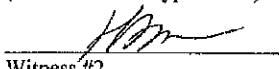
In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered

In the Presence of:

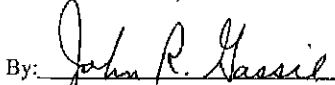

Witness #1
Nema Rodriguez

(Please Print or Type Name)


Witness #2
Lexie A. Isaac

(Please Print or Type Name)

LAND HOLDING, LLC

By: 
JOHN R. GASSIE, Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of August, 2019, by JOHN R. GASSIE, as Vice President of LAND HOLDING, LLC, on behalf of the Company, who is personally known to me or has produced _____ as identification.

(SEAL)



Lexie A. Isaac
(Signature of Notary Public-State of Florida)

Lexie A. Isaac
(Name of Notary Typed, Printed, or Stamped)

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:

Commence at the Northwest corner of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 24; thence along the North boundary of the South 1/2 of the South 1/2 of the North 1/2 of said Section 24 and the South right of way line of Southeast 92nd Place Road, a 140 foot right of way as now existing (February 9, 2006), North 89°39'15" East, 1034.47 feet to the Point of Beginning; thence continue along said North boundary and said South right of way line, North 89°39'15" East, a distance of 2857.82 feet to the intersection of said South right of way line with the West right of way line of State Road No. 35, a 100 foot right of way as now existing (February 9, 2006); thence departing said South right of way line, along said West right of way line, South 00°39'30" East, a distance of 482.07 feet; thence departing said West right of way line, South 89°38'30" West, a distance of 182.76 feet; thence South 00°56'30" East, a distance of 180.01 feet to the South boundary of the Northeast 1/4 and the North boundary of the Southeast 1/4 of said Section 24; thence along said South boundary and said North boundary, South 89°38'30" West, a distance of 417.99 feet; thence departing said South boundary and said North boundary, South 00°41'30" East, a distance of 100.00 feet; thence South 89°38'19" West, a distance of 87.12 feet; thence South 00°41'30" East, a distance of 108.02 feet; thence North 89°38'19" East, a distance of 87.12 feet; thence South 00°41'30" East, a distance of 454.45 feet to a point on the South boundary of the North 1/4 of the Southeast 1/4 of said Section 24; thence along said South boundary, South 89°39'24" West, a distance of 660.01 feet; thence departing said South boundary, North 00°41'30" West, a distance of 60.00 feet; thence South 89°39'24" West, a distance of 36.96 feet; thence North 00°41'30" West, a distance of 250.00 feet; thence South 89°39'24" West, a distance of 174.24 feet; thence South 00°41'30" East, a distance of 200.00 feet; thence South 89°39'24" West, a distance of 87.12 feet; thence South 00°41'30" East, a distance of 50.00 feet; thence North 89°39'24" East, a distance of 87.12 feet; thence South 00°41'30" East, a distance of 60.00 feet to a point on the aforesaid South boundary of the North 1/4 of the Southeast 1/4 of said Section 24; thence along said South boundary, South 89°39'24" West, a distance of 522.73 feet; thence North 00°41'30" West, a distance of 60.00 feet; thence South 89°39'24" West, a distance of 261.36 feet; thence North 00°41'30" West, a distance of 502.00 feet; thence North 89°38'19" East, a distance of 261.36 feet; thence North 00°41'30" West, a distance of 50.00 feet; thence North 89°38'19" East, a distance of 87.12 feet; thence North 00°41'30" West, a distance of 50.00 feet to the aforesaid South boundary of the Northeast 1/4 and the North boundary of the Southeast 1/4 of said Section 24; thence along said South boundary and said North boundary, South 89°38'30" West, a distance of 524.71 feet; thence departing said South boundary and said North boundary, North 00°56'30" West, a distance of 35.00 feet; thence South 89°38'30" West, a distance of 184.21 feet; thence South 00°56'30" East, a distance of 20.00 feet; thence South 89°38'30" West, a distance of 240.76 feet; thence North 00°43'14" West, a distance of 647.98 feet to the Point of Beginning, LESS AND EXCEPT the South 35 feet of the West 20 feet of the East 337.5 feet of the West 1109.5 feet of the South 1/4 of the Northeast 1/4 of Section 24, Township 16 South, Range 22 East, Marion County, Florida, AND ALSO LESS AND EXCEPT the North 100.00 feet of the Westerly 348.48 feet of the Easterly 1521.20 feet of the North 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 22 East, Marion County, Florida.

Parcel 2:

Commence at the Southeast corner of the North 1/4 of the S.E. 1/4 of Section 24, Township 16 South, Range 22 East, Marion County, Florida; thence run S89°39'02"W along the Southerly boundary of the North 1/4 of the S.E. 1/4 of said Section 24, 1521.23 feet to a point on the Westerly boundary of the Easterly 1521.20 feet of the North 1/4 of the S.E. 1/4 of said Section 24; thence run N00°41'35" W along said Westerly boundary, 562.37 feet to the Point of the Beginning; thence continue N00°41'35"W along said Westerly boundary, 100.00 feet to a point on the Northerly boundary of the S.E. 1/4 of said Section 24; thence run N89°38'30" E along said Northerly boundary, 348.41 feet; thence run S00°41'35"E, 100.00 feet; thence run S89°38'30"W, 348.41 feet to the Point of Beginning.

Parcel 3:

The South 35 feet of the West 20 feet of the East 337.5 feet of the West 1,109.5 feet of the South 1/4 of the N.E. 1/4 of Section 24, Township 16 South, Range 22 East, Marion County, Florida.

Parcel 4:

Commence at the Southeast corner of the North 1/4 of the S.E. 1/4 of Section 24, Township 16 South, Range 22 East, Marion County, Florida; thence run S89°39'02"W along the Southerly boundary of the North 1/4 of the S.E. 1/4 of said Section 24, 2305.32 feet to a point on the Westerly boundary of the Easterly 2305.28 feet of the North 1/4 of the S.E. 1/4 of said Section 24; thence run N00°41'35"W along said Westerly boundary, 561.91 feet to the Point of Beginning; thence continue N00°41'35"W along said Westerly boundary, 100.34 feet to a point on the Northerly boundary of the S.E. 1/4 of said Section 24; thence run N89°38'30"E along said Northerly boundary, 348.49 feet; thence run S00°41'35"E, 50.17 feet; thence run S89°38'30"W, 87.12 feet; thence run S00°41'35"E 50.17 feet; thence run S89°38'30"W, 261.36 feet to the Point of Beginning.

Parcel 5:

Commence at the Southeast corner of the North 1/4 of the S.E. 1/4 of Section 24, Township 16 South, Range 22 East, Marion County, Florida; thence run S89°39'02"W along the Southerly boundary of the North 1/4 of the S.E. 1/4 of said Section 24, 2043.96 feet to the Point of Beginning; thence continue S89°39'02"W along said Southerly boundary, 261.36 feet to a point on the Westerly boundary of the Easterly 2305.28 feet of the North 1/4 of the S.E. 1/4 of said Section 24; thence run N00°41'35"W along said Westerly boundary, 60.19 feet; thence run N89°38'30"E, 261.36 feet; thence run S00°41'35"E, 60.23 feet to the Point of Beginning.

Parcel 6:

Commence at the Southeast corner of the North 1/4 of the S.E. 1/4 of Section 24, Township 16 South, Range 22 East, Marion County, Florida; thence run S89°39'02" W along the Southerly boundary of the North 1/4 of the S.E. 1/4 of said Section 24, 1310.02 feet to the Point of Beginning; thence continue S89°39'02"W along said Southerly boundary, 211.20 feet to a point on the Westerly boundary of the Easterly 1521.20 feet of the North 1/4 of the S.E. 1/4 of said Section 24; thence run N00°41'35"W, along said Westerly boundary, 60.00 feet; thence run S89°39'02"W, 87.12 feet to a point on the Westerly boundary of the Easterly 1608.32 feet of the North 1/4 of the S.E. 1/4 of said Section 24; thence run N00°41'35"W, along said Westerly boundary, 50.00 feet; thence run N89°39'02"E, 87.12 feet to a point on the Westerly boundary of the Easterly 1521.20 feet of the North 1/4 of the S.E. 1/4 of said Section 24; thence run N00°41'35"W, along said Westerly boundary, 200.00 feet; thence run N89°39'02"E, 174.24 feet; thence run S00°41'35"E, 250.00 feet; thence run N89°39'02"E, 36.96 feet; thence run S00°41'35"E, 60.00 feet to the Point of Beginning.

SALE NO.: 4

PROPERTY TYPE: Vacant land

LOCATION: East side of CR 229, south side of NE 84th Place, east of I-75, Wildwood, Sumter County, Florida

BRIEF LEGAL DESCRIPTION: Lengthy metes and bounds
Tax parcel: C35A003

O.R. BOOK/ PAGE: 3648/444, Sumter County

GRANTOR H & H Enterprises, Inc.

GRANTEE: AAMW Enterprises, LLC

LAND SIZE: 19.9+/- gross acres; 19.9 +/- upland acres /14.5 acres +/- net useable acres not encumbered by easement

ACCESS: East side of CR 229: Frontage (882') along CR 229 (a two lane asphalt roadway),

ZONING/LAND USE: Zoned A10-C / FLU: Southwestern corner of the site is Commercial. The remaining site is Ag land use.

PROPERTY DATA: Vacant and cleared land along east side of CR 229 which is basically square in shape. The property is encumbered by an easement for a natural gas line along the north and east boundaries. Net useable land area not encumbered equates to approximately 14.5 acres +/- . Public water and sewer available.

PRICE: \$275,000

DATE (OF TRANSACTION): October 22, 2019

PROPERTY RIGHTS CONVEYED: Fee Simple

TERMS: Cash to seller

VERIFICATION: With Jackie Locklear, listing agent, at (352) 303-8818 by Nick Mancuso on December 18, 2019

CONDITIONS OF SALE: Typical, open market transaction

PRESENT USE: Vacant land

HIGHEST AND BEST USE: Commercial development

INTENDED USE: RV storage

COMMENTS:

Property was listed on the market for approximately one year (listed at \$300,000) prior to going under contract and was under contract for approximately six months. Seller had to get County to close some platted roads on property that was reportedly an error by the County. Buyer owns adjacent properties to the west, across CR 229, and purchased as part of a planned expansion of an RV park. County would not permit the RV park to expand across the road and buyer intends to utilize the site for primarily RV storage. Buyer is in the process of expanding the existing RV Park with 210 spaces.

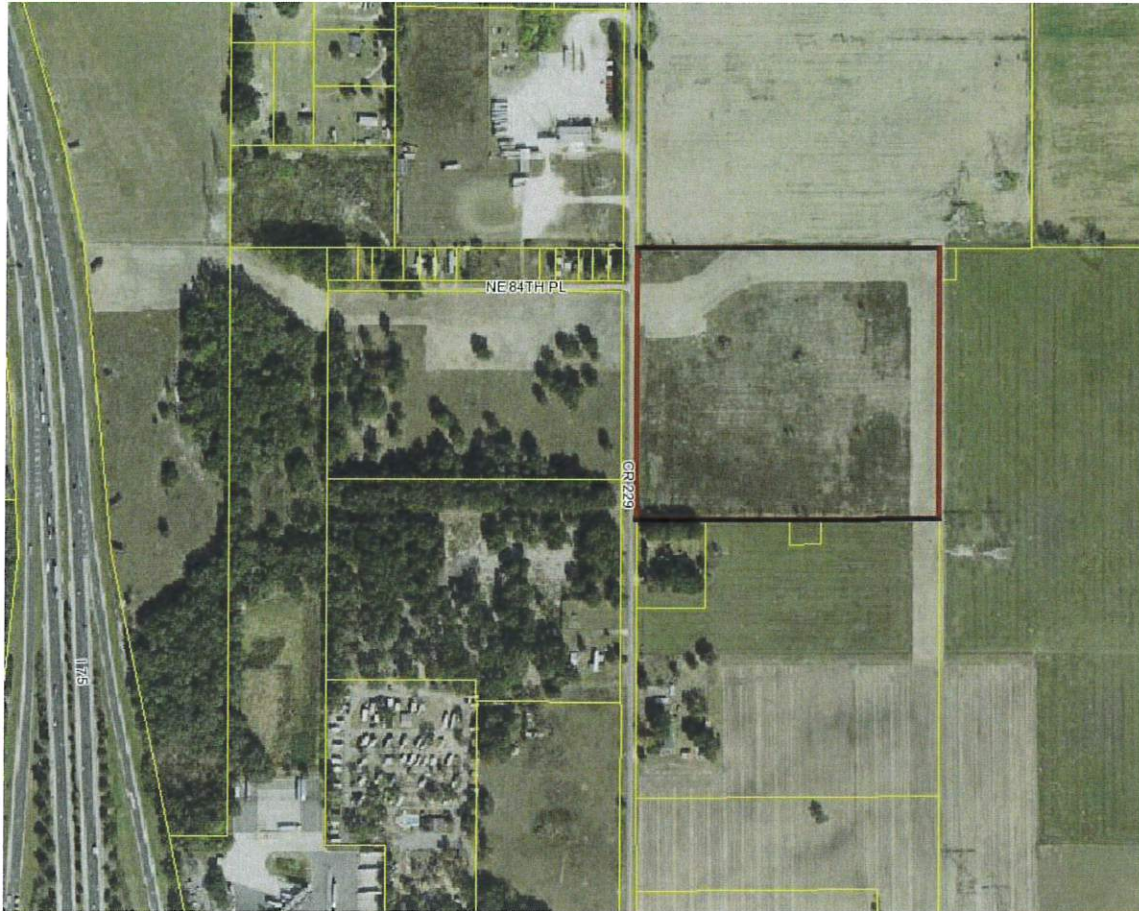
PRIOR SALE INFORMATION:

No recorded sales transactions within the prior three years

UNIT INDEX:

\$13,819 per gross acre
\$18,965 per net useable acre

AERIAL PHOTO OF LAND SALE 4
(obtained from sumterpa.com website)



LAND SALE 4 DEED

Inst. Number: 201960041820 Book: 3648 Page: 444 Page 1 of 2 Date: 10/28/2019 Time: 3:10 PM
Gloria Hayward Clerk of Courts, Sumter County, Florida

\$275,000.

Prepared by and return to: ✓

Tiffany M. Henderson/kat

Freedom Title & Escrow Company, LLC

133 South Old Dixie Highway

Lady Lake, Florida 32159

File Number: 2019-8260

18.50 Rec
1925.00 Doc
1943.50

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960041820 Date: 10/28/2019 Time: 3:10PM
Page 1 of 2 B: 3648 P: 444 By: BO
Doc Stamp-Deed: 1925.00

Warranty Deed

THIS INDENTURE, made this October 22, 2019 A.D. by **H & H ENTERPRISES OF SUMTER, INC., a Florida Corporation**, whose post office address is P.O. Box 416, Wildwood, Florida 34785, hereinafter called the grantor(s), to **AAMW ENTERPRISES, LLC, a Florida limited liability company**, whose post office address is: P.O. Box 1462, Inverness, Florida 34451, hereinafter called the grantee(s):

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Sumter County, Florida, viz:

Lots 1-24 inclusive, Block 1; Lots 1-12 inclusive, Block 2; Lots 1-48 inclusive, Block 3; Lots 1-16 inclusive and 41-48 inclusive, Block 4; Lots 1-48 inclusive, Block 5; Lots 1-16 inclusive and 41-48 inclusive, Block 6; Lots 1-48 inclusive, Block 7; Lots 1-16 inclusive and 41-48 inclusive, Block 8, WEST WILDWOOD HEIGHTS, as per plat recorded in Plat Book 2, Page 32, Public Records of Sumter County, Florida.

Parcel ID Number: C35A003

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.

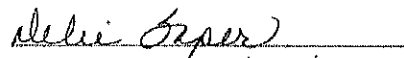
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to **December 31, 2018**.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960041820 Date: 10/28/2019 Time: 3:10PM
Page 2 of 2 B: 3648 P: 445 By: 80
Doc Stamp-Deed: 1925.00

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Printed Name LEIGH FROESE


Witness Printed Name Debi Soper


State of Florida
County of Lake

H & H ENTERPRISES OF SUMTER, INC., a Florida Corporation

BY:  (Seal)
Hiram J. Locklear, President

The foregoing instrument was acknowledged before me this 22 day of October, 2019, by Hiram J. Locklear, as President of H & H ENTERPRISES OF SUMTER, INC., a Florida Corporation, [] who is/are personally known to me or x who has produced DL as identification.

{SEAL}


Notary Public
Print Name: _____
My Commission Expires: _____



SALE NO.: 5

PROPERTY TYPE: Vacant land

LOCATION: East side of Galen Wilson Blvd., the south side of Ridge Rd., and west of Little Rd., New Port Richey, Pasco County, Florida

BRIEF LEGAL DESCRIPTION: PORT RICHEY LAND COMPANY SUB PB 1 PGS 60 & 61 PORTION OF
 TRACTS 54 & 55 ALL OF TRACTS 56 & 61 FOR POB COM AT SE COR OF TRACT 56 TH N89DEG 39'14"W 442.96 FT TH S00DEG 19' 24"W 331.19 FT TH ALG SOUTH BDY OF SAID TRACT 61 TH N89DEG 32'08"W 870.86 FT TH ALG WEST BDY OF SAID TRACT 61 56 & 55 ALSO BEING ELY R/W LN OF GALEN WILSON BLVD PER PORT RICHEY LANDS N00DEG 18'20"E 1336.99 FT TH ALG SAID R/W LN S89DEG 34'27"E 9.35 FT TH N00DEG 25'33"E 60.00 FT TH S89DEG 34'27"E 10.00 FT TH N00DEG 25'33"E 130.28 FT TO POINT OF INTERSECTION WITH SLY R/W OF RIDGE RD PER PASCO COMAPS PROJ 006686.00/000103 TH N89DEG 57'35"E 851.36 FT TH S00DEG 18'35"W 872.77 FT TH S89DEG 45'07"E 442.84 FT TH S00DEG 17'55"W 331.58 FT TO POB; TOGETHER WITH EASEMENT ALG EAS BDY TRACT 33 IN SEC 27; SUBJECT TO WATER SEWER & GENERAL PURPOSE UTILITY EASEMENT PER OR 3109 PG 1150 OR 9610 PG 3766
 Tax parcel: 26-25-16-0010-05400-0000

O.R. BOOK/ PAGE: 9610/ 3766, Pasco County

GRANTOR: Citrico Alliance, LLC

GRANTEE: High Ridge, Inc.

LAND SIZE: 33.91 gross acres; 31.58 +/- upland acres

ACCESS: Frontage (1530') along Galen Wilson Blvd. (a two lane asphalt roadway), and 850' along Ridge Rd. (a four lane asphalt paved highway)

ZONING/LAND USE: Zoned Agriculture by Pasco County. The purpose of the AC district is to preserve the rural and open character of various lands within the County. These lands are agricultural lands; sites of vital, natural water resource functions; areas with highly productive, natural plant and animal communities; and areas with valuable topographic and/or subsurface features, all of which are necessary to sustain and enhance the quality of life in the County.

FLU is Light Industrial. To recognize areas suitable for light-industrial uses or for other uses without objectionable, aesthetic impact and without adverse noise, smoke, dust, vibration, or glare impacts. General Range of Potential Uses: Office, light industry, research/corporate parks, and warehouses/distribution.

PROPERTY DATA:	Heavily wooded, irregular shaped tract with 1530 feet of road frontage along the east side of Galen Wilson Blvd., and 851 feet of road frontage on the south side of Ridge Rd. Ridge Road and Galen Wilson Road is a traffic signalized intersection. The majority of the site is within the FEMA Zone X, no flood zone. In the southeastern corner of the site, the flood zone is "A" with 2.33 acres of jurisdictional wetlands (per NWI). The site is encumbered by a 100' wide power line easement which traverses north-south through the east-central portion of the tract and can only be used for parking or green space.
PRICE:	\$650,000
DATE (OF TRANSACTION):	September 25, 2017
PROPERTY RIGHTS CONVEYED:	Fee Simple
TERMS:	Cash to seller
VERIFICATION:	With Elliott Ross, listing agent, at (727) 639-3800 by Nick Mancuso on January 3, 2018
CONDITIONS OF SALE:	Seller wanted a cash to close in 30 days offer. Property had been listed at over \$1,000,000. Seller wanted to sell and close the property quickly (within 30 days for cash).
PRESENT USE:	Vacant land
HIGHEST AND BEST USE:	Commercial development
INTENDED USE:	N/A
COMMENTS:	Buyer would have to clear site of pine trees and would have to obtain zoning change to develop with commercial use(s)
PRIOR SALE INFORMATION:	No recorded sales transactions within the prior three years
UNIT INDEX:	\$19,168 per gross acre \$20,583 per net upland acre

AERIAL PHOTO OF LAND SALE 5
(obtained from pascopa.com website)



LAND SALE 5 DEED



Rept: 1887851 Rec: 35.50
DS: 4850.00 IT: 0.00
09/29/2017 J. R., Dpty Clerk

PAULA B. O'NEIL, PA. CLERK & COMPTROLLER
09/29/2017 01:44pm 1 of 4
OR BK 9610 PG 3766

Prepared by and return to:
David K. Fowler
Attorney at Law
Henderson, Franklin, Sturges & Holt, P.A. (S)
1648 Periwinkle Way, Suite B
Sanibel, FL 33957
239-344-1352
File Number: DKF CITRICO

✓ R

4

\$1,050,000.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 25th day of September, 2017 between Citrice Alliance, LLC, a Florida limited liability company whose post office address is 1380 Royal Palm Square Blvd, Fort Myers, FL 33919, grantor, and High Ridge, Inc., a Florida corporation whose post office address is 6915 State Road 54, New Port Richey, FL 34653, grantee:

(Whenever used herein the terms "grantee" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida to-wit:

SEE ATTACHED EXHIBIT "A" - LEGAL, and by reference made a part hereof.

Parcel Identification Number: 26-25-16-0010-05400-0000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

4 pgs
3,550 - Record
4,550 - Doc

Double Times

Rconstant
Witness Name: Rhonda Constant
Cherese Loka
Witness Name: CHERESE LOKA

By: Andrew David Ellnor, MANAGER
Andrew David Ellnor, Manager

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 21st day of September, 2017 by Andrew David Ellnor, Manager, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Cherese Loka
Notary Public

Printed Name: CHERESE LOKA

My Commission Expires: MARCH 15, 2019



Signed, sealed and delivered in our presence:

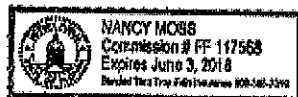
Nancy Moss
Witness Name: Nancy Moss
DB
Witness Name: Danay Tamayo

Citrico Alliance, LLC, a Florida limited liability company
By: Elizabeth E. Ceiley
Elizabeth E. Ceiley, Manager

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 20th day of September, 2017 by Elizabeth E. Ceiley, Manager of Citrico Alliance, LLC, a Florida limited liability company, on behalf of the limited liability company. She ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Nancy Moss
Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description:

A tract of land being a portion of Tracts 54 and 55 and all of Tracts 56 and 61 in Section 26, Township 25 South, Range 16 East, Pasco County, Florida, and as designated on plat of "Port Richey Company Lands", according to the map or plat thereof as recorded in Plat Book 1, Page 61, of the public records of Pasco County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southeast corner of said Tract 56; run thence along the South boundary of said Tract 56, North 89°39'14" West, 442.96 feet; thence departing said South boundary and along the East boundary of said Tract 61, South 00°19'24" West, 331.19 feet; thence along the South boundary of said Tract 61, North 89°32'08" West, 870.86 feet; thence along the West boundary of said Tracts 61, 56 and 55 also being the Easterly right-of-way line of Galen Wilson Boulevard per the aforementioned plat of "Port Richey Company Lands", North 00°18'20" East, 1,336.99 feet; thence along the Easterly right-of-way line of Galen Wilson Boulevard per Pasco County Right-of-Way Maps, Project No. 006686.00/000103, the following four (4) courses: 1) South 89°34'27" East, 9.35 feet; 2) thence North 00°25'33" East, 60.00 feet; 3) thence South 89°34'27" East, 10.00 feet; 4) thence North 00°25'33" East, 130.28 feet to a point of Intersection with the Southerly right-of-way line of Ridge Road per Pasco County Right-of-Way Maps, Project No. 006686.00/000103; thence along said Southerly right-of-way line of Ridge Road, North 89°37'35" East, 851.36 feet; thence departing said Southerly right-of-way line and along the East boundary of said Tract 54, South 00°18'35" West, 872.77 feet; thence along the North boundary of said Tract 56, South 89°45'07" East, 442.84 feet; and thence along the East boundary of said Tract 56, South 00°17'35" West, 331.58 feet to the Point of Beginning.

Tract contains 33.91 acres, more or less.

Parcel ID 26-25-16-0010-05400-0000

Sales Discussion and Comparison:

The five comparable sales utilized indicate a range of unadjusted unit prices from \$13,427 to \$20,583 per net upland/useable acre and the sizes of the sales ranged from 14.5 to 31.58 net upland acres.

LAND SALES COMPARISON AND ADJUSTMENT CHART

SALE NO.	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4	Land Sale 5
Location:	West SR 44, west of I-75	2662 Norvel Bryant Hwy.	935 N. Independence	SE 92 nd Place Rd & SE 58 th Ave	CR 229	Ridge Road, west of Little Road
City	Wildwood	Hernando	Inverness	Bellevue	Wildwood	New Port Richey
County	Sumter	Citrus	Citrus	Marion	Sumter	Pasco
Date of Sale		Aug-20	Feb-20	Aug-19	Oct-19	Sept-17
Sales Price		\$325,000	\$335,000	\$1,125,000	\$275,000	\$650,000
Total Acres	50.0 acres±	18.12 acres +/-	24.95 ac	64.17 acres+/-	19.9 acres±	33.91 acres±
Net Upland/Useable Acres	47.0 acres±	18.12 acres +/-	24.95 ac.	64.17+/- acres	14.5 acres±	31.58 acres±
Zoning/FLU	A10C / Conserv.	GNC/LDRMH	GNC/LDRMH	B-2, B-5 A-1	A-10 C	Ag/ LI
Utilities	Electric	Electric	Electric	Elect, W & S	Elect, W & S	Elect. W & S
Road Frontage	4-lane paved SR 44	4-land paved SR 486	2-lane paved US Independence	2 lane paved	2 lane paved CR 229	4 lane paved Ridge Rd
\$ / Net Upland Acre		17,936	\$13,427	\$17,532	\$18,965	20,583
Adjustments:						
Property Rights Conveyed		Similar	Similar	Similar	Similar	Similar
Financing		Similar	Similar	Similar	Similar	Similar
Conditions of Sale		Similar	Similar	Similar	Similar	Inferior
Market Conditions		Similar	Similar	Similar	Similar	Inferior
Physical Adjustments:						
Location		Inferior	Much Inferior	Similar	Similar	Superior
Access / Frontage		Similar	Similar	Similar	Similar	Similar
Size		Smaller/superior	Smaller/superior	Larger/inferior	Smaller/superior	Smaller/superior
Utilities		Similar	Similar	Superior	Superior	Superior
Easements/ Encumbrances		Similar	Similar	Similar	Similar	Inferior
Zoning/FLU		<u>Inferior</u>	<u>Inferior</u>	<u>Inferior</u>	<u>Inferior</u>	<u>Similar</u>
Net Adjustment		Slightly Inferior	Inferior	Slightly Inferior	Similar	Similar

Transactional adjustments were considered for each sale based on property rights conveyed, financing, conditions of sale and market conditions.

All five sales are considered arms-length transactions however, the seller of Sale 5 sold on the basis of "cash to close in 30 days" term and this sale was felt to be inferior to the subject in regards to Conditions of Sale.

Four of the five sales were either cash or cash to seller via third party financing (financing). Sale 4 was seller financed however the terms were at market and there is a five-year balloon payment. Four of the five sales took place within the past 16 months prior to the effective date of this

appraisal and market conditions are felt to have been relatively stable during this time period (market conditions). Sale 5 took place over three years ago and market conditions are felt to have improved since this sale closed.

The five sales were also analyzed for physical differences based on location, size of parcel/tract, the percentage of uplands, existence of easement encumbrances, utilities available, and zoning / future land use classification.

Locational adjustments consider external influences to the property such as proximity to employment, development patterns, major roadways, exposure and other factors. Smaller parcels/tracts tend to indicate higher unit indexes when other factors are considered similar. Easements can affect property layout and potential uses. Utilities available can alter the potential uses and/or development costs. The zoning and/or land use classification of a property dictates what is legally permissible.

In regards to location, Sale 1 is located along Norvell Bryant Highway near the small town of Hernando and is considered inferior to the subject due to its lack of proximity to a major roadway like I-75. Sale 2 is located along a side road just off of Highway 441 near Inverness and is much inferior to the subject in regards to location. Sale 3 is located in a semi-rural area north of Belleview in a similar location as compared to the subject. Sale 4 is located east of I-75 and north of SR 44, near the subject and is considered similar in regards to location. Sale 5 is located along the four lane divided roadway of Ridge Road, just west of the intersection with Little Road in New Port Richey. The intersection of Ridge Road and Little Road is heavily developed and there is a Home Depot store adjacent to Sale 5 which is felt to be superior to the subject in regards to location.

The sales were felt to be similar to the subject in regards to access / road frontage.

The five sales range in size from 14.5 to 31.58 acres of net upland /useable land area, whereas the subject property has 47.0 upland acres. Four of the five sales are considered smaller than the subject and smaller tracts tend to indicate higher unit indexes (when other factors are similar) and each of these sales are superior in this regard. One sale (Sale 3) is larger than the subject and larger tracts tend to indicate lower unit indexes (when other factors are similar) and this sale is considered inferior in this regard.

Three of the five sales (Sales 3, 4 and 5) have public utilities (water and sewer) available and were felt to be superior to the subject in this regard. Sales 1 and 2 are similar in regards to utilities available.

Sale 4 is encumbered by a gas line easement on two sides and this encumbered area was excluded from the "useable" area for Sale 4 and excluding the easement area is why the sale is considered similar. Sale 5 is encumbered by two utility easements that will likely alter development plans for the tract and this sale is considered inferior to the subject in this regard. The other comparable sales were felt to be similar to the subject.

Sale 5 was zoned Light Industrial at the time of sale and is considered to be similar to the subject based on the hypothetical condition of this appraisal. The remaining four sales were zoned either all or partially Agriculture or residential and were considered inferior to the subject.

The five comparable sales indicate a range of unit indexes from \$13,427 to \$20,583 per net upland or useable acre.

It should be noted that the subjective adjustments are not weighted equally (i.e. an inferior does not necessarily cancel a superior) and thus the overall ratings are based on my overall judgement of the factors of each individual comparable sale as compared to the subject property.

Sales 1 and 2 are considered inferior or much inferior in regards to location and zoning/FLU, but superior in regards to size (smaller). Sales 1 and 2 are felt to be *Slightly Inferior and Inferior* overall, respectively. Sale 3 is inferior in regards to size (larger) and was partially zoned agricultural. Sale 3 is considered *Slightly Inferior* to that of the subject. Sale 4 is considered to be superior in regards to size and public utilities available but inferior in regards to zoning. Sale 4 is considered to be *Similar* in overall comparison to the subject. Sale 5 is considered inferior in regards to conditions of sale and easements/encumbrances, but is superior to the subject in both location and size (smaller). The overall comparison of Sale 5 is felt to be *Similar* to the subject property.

The unit indexes and overall comparison to the subject property are summarized in the chart below.

Sale #	Overall Comparison	Price / Acre
Sale 5	Similar	\$20,583
Subject	N/A	-
Sale 4	Similar	\$18,965
Sale 1	Slightly Inferior	\$17,936
Sale 3	Slightly Inferior	\$17,532
Sale 2	Inferior	\$13,427

Sales 4 and 5 at \$18,965 and \$20,583 per net upland/useable acre, respectively, were felt to be similar to the subject property overall. Sale 1 at \$17,926 and Sale 3 at \$17,532 per net upland acre are considered slightly inferior and Sale 2 at \$13,427 per net upland acre was considered inferior to the subject and indicate unit indexes lower than those applicable to the subject.

Based on analysis and comparison of the five comparable sales to the subject property, a unit price of comparison similar to those of Sales 4 and 5 and above those of Sales 1, 2 and 3, or \$20,000 per net upland acre was felt to be applicable to the subject property.

47 net upland acres @ \$20,000 per net upland acre = \$940,000

FINAL VALUE RECONCILIATION

The subject of this appraisal consists of a 50± acre portion of a 230 acre parent tract site located in the unincorporated area of the city of Wildwood, Florida. The subject property has zoning classification of General Agriculture with Conventional Housing (A10C) and a future land use classification of Conservation. This appraisal is being completed under the hypothetical condition that the property has been re-zoned to its highest and best use and that the future land use in the County Comprehensive Plan has been changed to allow for re-zoning and/or development for distribution warehouse / light industrial use.

The valuation method used in this appraisal consisted of the Sales Comparison Approach which compared the subject to recent sales of similar vacant tracts of land in the local market. This appraisal approach compared four recent sales to the subject and derived a unit index applicable of \$20,000 per net upland acre or a current market value estimate of \$940,000.

Based on the analysis as presented in the appraisal report and under the hypothetical condition that the property has been re-zoned to its highest and best use and that the future land use in the County Comprehensive Plan has been changed to allow for re-zoning and/or development for distribution warehouse / light industrial use, it is my opinion the Current Market Value of the fee simple interest in the subject property, as of December 29, 2020, was:

NINE HUNDRED FOURTY THOUSAND DOLLARS
(\$940,000)

CERTIFICATION OF VALUE

The undersigned does hereby certify that, except as otherwise noted in the appraisal report:

- I have no present or contemplated interest in the real estate that is the subject of this appraisal report.
- I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
- To the best of my knowledge and belief the statements of fact contained in this appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.
- This appraisal report sets forth all of the limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in this report.
- This report contains my personal, impartial and unbiased analyses, opinions and conclusions.

- This Appraisal Report is prepared in conformity with and subject to the requirements of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the provision for peer review by its duly authorized representatives.
- This Appraisal Report complies with the Southwest Florida Water Management District's "Minimum Appraisal Requirements."
- As of the date of this report, Nicholas J. Mancuso has completed the requirements of the continuing education program of the Appraisal Institute is certified under the Florida Real Estate License Law Chapter 475 voluntary certification program for real estate appraisers.
- No one other than the undersigned prepared the analyses, conclusions and opinions concerning real estate that are set forth in this appraisal report. The undersigned made a physical inspection of the appraised property on December 29, 2020.
- The opinions of value or loss in value are not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- The valuation is subject to the General Assumptions and Limiting Conditions contained in this appraisal report.
- Nicholas J. Mancuso, MAI, of Mancuso Appraisal Services, Inc. has performed services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The undersigned appraiser is considered as being competent to perform this appraisal report of the herein described type of real estate through prior appraisal experience of similar type properties, and educational background.

Based on the analysis as presented in the preceding appraisal, it is my opinion the Current Market Value of the fee simple interest in the subject property, as of December 29, 2000, was: \$000,000.

Signed By:

**Nicholas
Mancuso**

Digitally signed by Nicholas Mancuso
DN: CN = Nicholas Mancuso, C =
US, O = Mancuso Appraisal
Services, Inc.
Date: 2021.01.12 10:03:35 -05'00'

Nicholas J Mancuso, MAI
State certified general real estate appraiser # RZ542

Date Signed: January 12, 2021

PART V – ADDENDA

LEGAL DESCRIPTION

The subject property is identified as SWF Parcel No. 19-528-154S, Southwest Florida Water Management District, which consists of a 50± acre tract of vacant land located on the south side of E. State Road 44, and approximately 3,554 feet west from Interstate 75, Wildwood, Sumter County, Florida.

The legal description of the subject property was obtained from the client and is assumed to be correct.

Description of Surplus Parcel 19-528-154S (LP-1): All of that portion of Southeast ¼ of Section 33, Township 18 South, Range 22 East lying within 808.00 feet and parallel with the South Right-of-Way line of State Route 44 as described in Official Records Book 982, Page 632 of the public Records of Sumter County, Florida, all lying and being in Sumter County, Florida. Containing 50 Acres more or less.

**Graphic Presentation Surplus Parcel
19-528-154S
Section 33, Township 18 South, Range 22 East
Sumter County, Florida**

Aerial imagery of 2017

This is NOT a Survey

N
1 inch = 500 feet



SUMTER COUNTY DATA

Sumter County is situated in the geographical center of Florida with I-75 extending through the entire length of the county. Sumter County is a total of 580 square miles (546 square miles of land and 35 square miles of water.) Sumter County is located approximately 50 miles north of Tampa and 50 miles west of Orlando in Central Florida. Sumter County has eight towns with Bushnell being the County Seat. Sumter County is bordered by Marion County to its north, Lake County to its east, Polk County to its southeast, Pasco County to its southwest, Citrus County to its west, and Hernando County to its west.

Population:

As of July 2019 Sumter County had a population of 132,023 persons. As shown, the population of Sumter County has a 40% growth rate for 2010-2019. The fastest growing area in Sumter County is in the northern region of the County, fueled primarily by The Villages Community metropolitan statistical area. From April 2010 to July 2019 the Villages Community grew from 93,420 to 132,985 residents, an increase of 42.2%. The Villages development extends from SR 42 near Summerfield on the north to SR 44 on the south, and lies east of US 301 and west of U.S. Highway 27. The Villages occupies parts of three counties-Lake, Sumter & Marion with the majority of homes in Sumter County.

Year	Population
1980	24,272
1990	31,577
2000	53,345
2010	93,420
2019	132,023
2025(p)	155,500
2030(p)	175,100
2040(p)	206,200

(p) Denotes Projected Population

In 2018, the median age of the population in Sumter County was 65.9 years while in the state of Florida it was 41.7 years.

Income Levels and Cost of Living:

The average annual household income in Sumter County as of July 1, 2019, was \$72,795 with the median household income at \$54,132. In Sumter County, 9.1% of the population live below the poverty line, a number that is lower than the state average of 14.1%.

Economic Trends and Diversification:

Unemployment for Sumter County was 4.6% as of 2019. During the year 2019 the labor force in Sumter County was 27.5% of the population ages 18 and older. The most common employment sectors are retail trade, healthcare & social assistance, and accommodation & food service. The most common job groups by number of people living in the County are sales & office, management, business, science & arts, and service.

Sumter County Employment By Industry:

Industry	Employment
All Industries	31,320
Natural Resources & Mining	1.7%
Construction	11.3%
Manufacturing	4.1%
Trade, Transportation and Utilities	19.2%
Information	0.5%
Financial Activities	4.4%
Professional & Business Services	6.5%
Education & Health Services	19.9%
Leisure & Hospitality	14.1%
Other Services	1.8%
Government	16.4%

Sumter County's Major Private Sector Employers:

Employer Name	Approximate Employment
CFHA-The Villages Regional Medical Center	1,129
Coleman Federal Prison	1,204
Sumter District Schools	815
Publix	800
T & D Family of Companies	660
The Villages Community	600
Winn-Dixie	573
Sumter Correctional Institute	500
Walmart Stores	485
Sumter Electric Cooperative	409

Top distribution employers are: Gresco Utility Supply, Central Florida Transport, T & D Concrete and Distribution, Time Definite Services, and Kottke Trucking. Top manufacturing employers are: Charlotte Pipe, Crevalle Boats, Eagle Roofing, Global Tire Recycling, Great Southern Wood, Highway Systems, MEMCO-Envirosafe, Metal Industries, Mini0Craft of Florida and Salty Boats, Primus Pipe and Tube, and Suwannee American Cement.

Sumter County represents a distribution hub that is strategically positioned at the apex of Central Florida's economic triangle. Major transportation arteries include I-75, Florida's Turnpike, US 301, and State Roads 44, 48 and 470. CSX Rail bisects the county from north to south. CSX currently rolls 15 to 25 trains per day through the county, each pulling up to 90 freight cars, serving 23 states over their 21,000 mile rail network.

For the livestock farmer, Sumter's warm and mild climate keeps good pasture on tap – one of the reasons that beef is enjoyed across the United States. The cattle industry is also bolstered by the excellent central location and plentiful land. Florida is one of the leading cattle raising states in the US, second only to Texas in number of heads. Central Beef Industries, located in Center Hill, is

responsible for approximately 98% of the beef processed in the State of Florida—about 800 head per day. Supplying this growing demand is accomplished in part by the Webster Cattle Market, the largest cattle auction house in the Southeastern US, generating over \$63 Million in sales per year.

Sumter County is served by 13 schools (PK-12), three vocational schools and is also served by four higher level institutions which are Lake Sumter Community College, University of South Florida, St. Leo University and University of Central Florida. Approximately 8,826 students attend the traditional public schools with 518.5 classroom teachers. The student/teacher ratio is 17.04 (school year 2018-2019).

The following chart includes new home construction permits for Sumter County for years 2015 through 2019. Data supplied by SOCDs Building Permits Database.

YEAR	SINGLE FAMILY STRUCTURES	2-UNIT MULTI-FAMILY STRUCTURES	3 & 4 UNIT MULTI-FAMILY STRUCTURES	5+ UNIT MULTI-FAMILY STRUCTURES	TOTAL UNITS
2015	1,568	0	0	0	1,568
2016	1,068	4	4	0	1,072
2017	1,812	0	0	0	1,814
2018	2,076	0	0	0	2,076
2019	2,657	0	0	271	2,928

The Villages is a single-family development that encompasses Sumter, Lake and Marion Counties. It includes 50 golf courses, 2500 clubs and activities, three town squares, and 13 commercial areas. Over 12,000 people work in The Villages, or for businesses in the community. There are roughly 78 different villages within The Villages and growing. The Villages covers a land area of approximately 32 square miles and has approximately 750 miles of mostly private roads.

As of December 2019, the total population of The Villages reached 125,000 people. The population grows by approximately 4,500 annually. The Villages population is larger than 33 of 67 counties in Florida. At build-out the population will make it the 14th largest municipality in Florida.

The Villages claimed the title of best selling master planned community of the decade, with 24,440 new home sales from 2010 through 2019. In January 2020, RCLCO Real Estate Advisors named The Villages as the top selling master planned community for the seventh consecutive year with 2,429 new homes were sold.

Conclusions:

Sumter County is a rural county in Central Florida which has historically been agricultural in nature. The northeast portion of Sumter County has seen substantial growth due to the large demand for retirement housing within The Villages development and other areas are beginning to see additional growth for residential dwellings due to its proximity to I-75 and the Florida Turnpike.

As of the time of the completion of this report, Covid-19 is having a substantial effect on the national and world economies. The extent to which these sudden changes will have on the local economy and real estate market are not yet known.

The current trends affecting the subject property within its immediate neighborhood are more fully discussed in the Neighborhood Data section of this report.

NEIGHBORHOOD DATA

The subject property is located in a semi-rural / transitional area of northwest Florida, approximately one mile west of the full interchange of S.R 44 and Interstate 75. The subject is located at the northeastern fringe/corner of the 9,000 acre +/- Lake Panasoffkee Wildlife Management Area that is owned and managed by the Southwest Florida Water Management District. Over eight miles of shared trails are available for bicycling, and 18 more miles of trails are open for horseback riding and hiking.

It should be noted that the Florida Turnpike merges with Interstate 75 approximately ½ mile south of the interchange of I-75 and SR 44. State Road 44 is a four lane divided highway at the subject location and continues to be four lanes for several miles into the town of Leesburg, and also extends westward as a four lane divided roadway to the town of Inverness.

The boundaries of the subject neighborhood are considered to be CR 462 to the north, Interstate 75 to the east, Highway 475 to the west and development along south side of SR 44 to the south.

The nearest town would be the small community of Wildwood located a few miles east of the subject. The city of Wildwood has a population of only about 4,000 persons however it is located in close proximity to the development path of the extremely large retirement development known as The Villages. The Villages development extends from SR 42 near Summerfield on the north to SR 44 on the south, and lies east of US 301 and west of U.S. Highway 27. The Villages development has a current population of approximately 160,000 persons. It is noted that The Villages development company has acquired approximately 1,000 acres on the north side of SR 44, lying a couple miles west of the subject property for future additional expansion.

The full interchange of I-75 and SR 44 currently consists of multiple fast food and sit-down franchise restaurants, a Pilot Travel Center, a truck wash center, a Days Inn motel, Economy Suites motel, RV campground, the 75 Chrome Shop, gasoline service stations, and various other commercial uses. Commercial development currently extends westward along SR 44 from the interchange to a point approximately ¼ mile east of the subject's eastern edge.

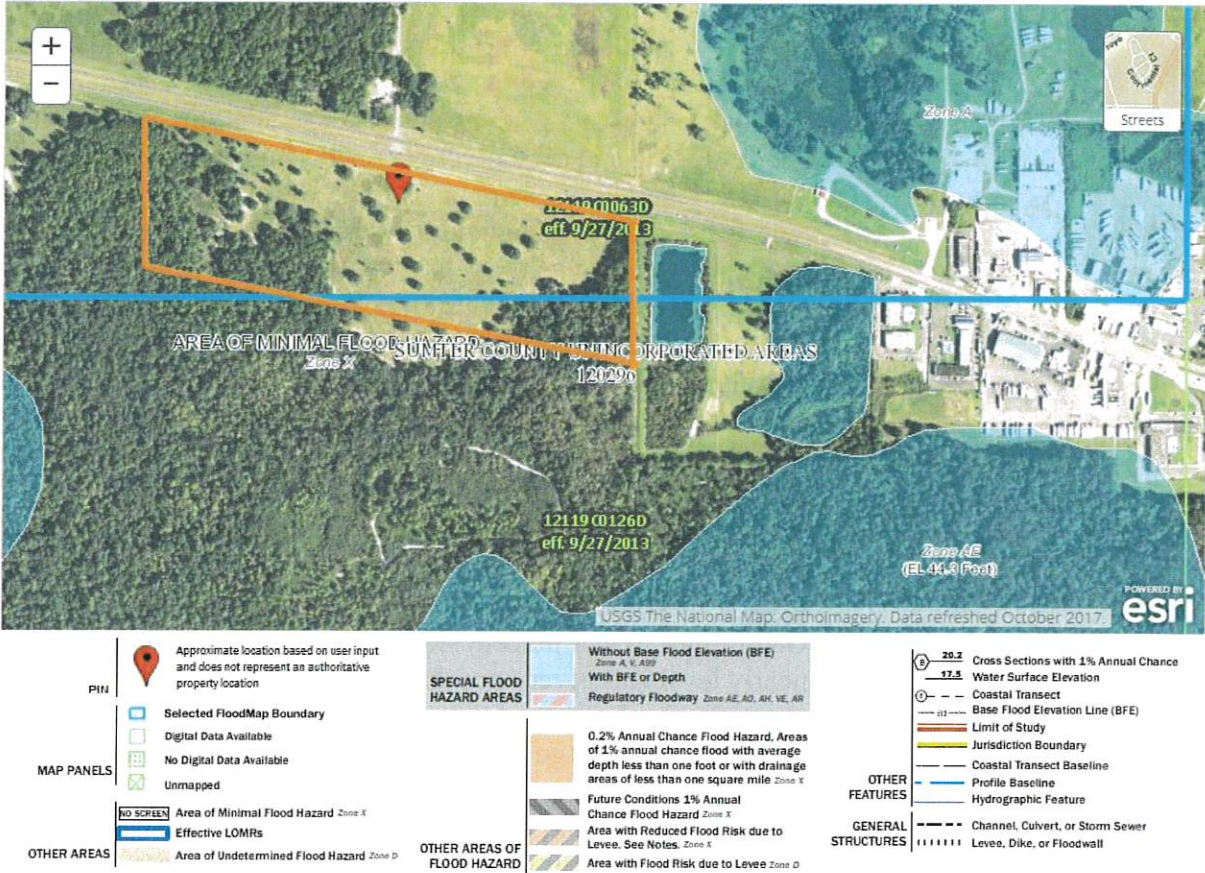
There is a large (109 acre) vacant tract of land located across SR 44 from the subject that is listed for sale with Colliers International and is being marketed as a commercial/industrial tract. This vacant tract is zoned CH with a future land use classification of Commercial. The list price is \$9,175,000 and the listing agent indicated that there has not been any recent interest and no offers to date.

There is a large amount of wetlands, creeks and flood plain in the immediate subject area lying south of S.R. 44 and west of the subject that consists of the Lake Panasoffkee Wildlife Management Area. Uses lying further west of the subject along and near SR 44 consist of pasture land and rural residential dwellings on large lots.

The primary draw to the subject neighborhood is its proximity to the interchange of I-75 and SR 44, along with the recreational land offering hunting and fishing from the Lake Panasoffkee WMA.

In conclusion, the subject property is located in a semi-rural portion of Sumter County, west of the development patterns of The Villages, adjacent to the Lake Panasoffkee Wildlife Management Area and west of the full interchange of Interstate 75 and SR 44. The subject's location near the full interchange of S.R. 44 with Interstate 75, along with the proximity to the Florida Turnpike is felt to be attractive for distribution warehouse use. Distribution warehouse tenants typically desire to be located near Interstate access and the subject's proximity to the Florida Turnpike is felt to create an additional positive attribute for truck access to a major transportation route for the State of Florida.

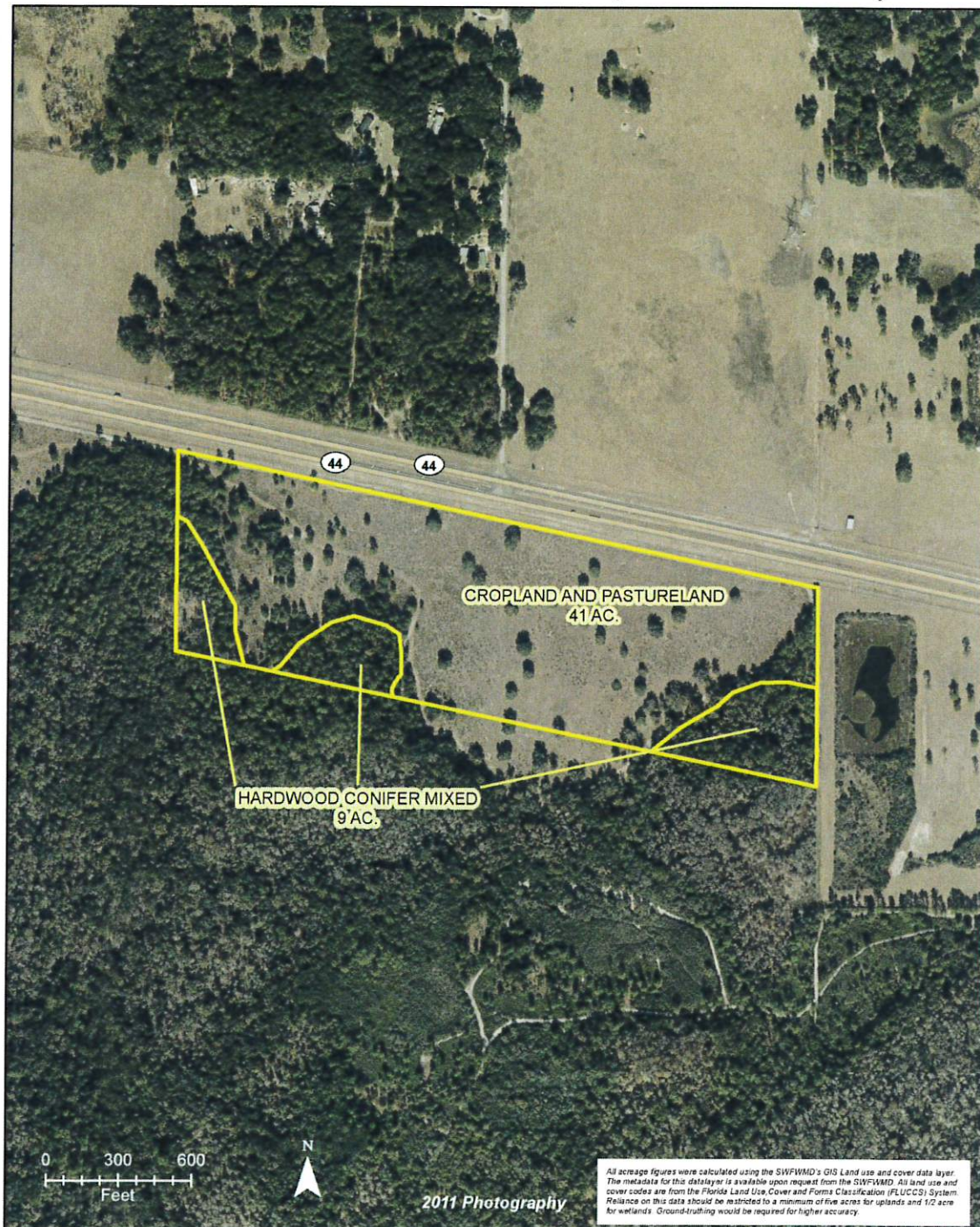
FLOOD MAP



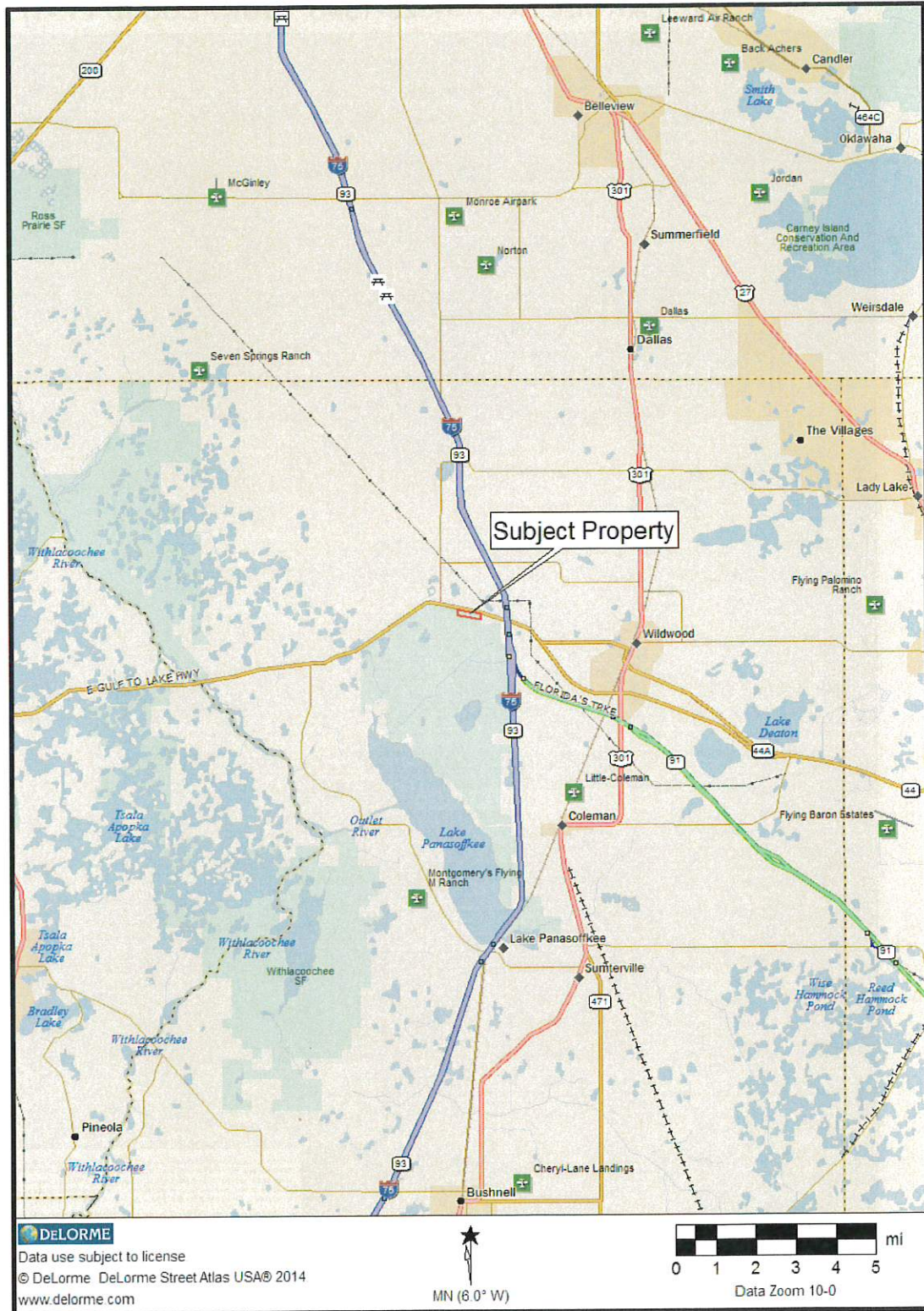
SOILS INFORMATION

Topography:	Generally level and mostly at or above road grade at elevation of approximately 50 feet above sea level
Soils:	<p>According to the “Soil Survey of Sumter County, Florida” as published by the Soil Conservation Service of the United States Department of Agriculture, the subject property consists of four soil types. The primary soil type is Tavares fine sand, 0 to 5 percent slopes (#13). This soil is nearly level to gently sloping and moderately well drained. It is on knolls and ridges throughout the county and on lower ridges on the uplands. The slopes are 5 percent or less. Typically this soil is fine sand throughout. The water table is between depths of 40 and 72 inches for up to 6 months. Permeability is rapid or very rapid. The available water capacity is very low. Percent of AOI – 36.2%</p> <ul style="list-style-type: none">• Candler sand, 0 to 5 percent slopes (#4): This soil is nearly level to gently sloping and excessively drained. It is on uneven side slopes and convex ridgetops on the uplands. The water table is more than 80 inches below the surface throughout the year. Permeability is rapid. The available water capacity is very low to low. Percent of AOI – 27.2%• Myakka-Myakka, wet, sands, 0 to 2 percent slopes (#31). This soil is nearly level and is poorly drained. It is on broad areas on the flatwoods. The slopes are smooth to concave and range from 0 to 2 percent. In most years, this soil has a high water table within 10 inches of the surface for 1 month to 4 months and recedes to a depth of more than 40 inches during dry periods. The available water capacity is low. Permeability is rapid in the surface layer, subsurface layer, and substratum and is moderate or moderately rapid in the subsoil. Percent of AOI – 33.7%• Gator muck, 0 to 1 percent slopes, frequently flooded (#57): This soil is nearly level and is very poorly drained. It is in swamps and marshes along the flood plains of the major rivers, lakes, and streams. The slopes are smooth and range from 0 to 1 percent. The soil is frequently flooded for very long periods. The available water capacity is very high. Permeability is rapid in the surface layer. It is also rapid in the sandy part of the substratum and moderate in the loamy part. Percent of AOI – 1.5%
Water Influence:	N/A

LAKE PANASOFFKEE
SWF PARCEL NO. 19-528-154S (SURPLUS ID LP-1)



LOCATION MAP



CR 231 NW 5TH ST CR 226 NE 99TH BLVD CR 222 NE 97TH RD CR 235 CR 235A E CR 462 NE 92ND RD CR 241 CR 229 NE 87TH RD NE 84TH PL NE 82ND PL Wildwood KQA

Subject Property

0 800 1600 2400 3200 4000 ft

Data Zoom 13-0

DELORME

Data use subject to license

© DeLorme DeLorme Street Atlas USA © 2014

www.delorme.com

MN (6.0° W)

[illegible]

REAL ESTATE TERMS AND DEFINITIONS

Market Value, as used in this appraisal, is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.³

³ Title XI of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) of 1989, and the Supplementary Appraisal Standards for Board of Trustees (Dec 2012)

QUALIFICATIONS OF APPRAISER
NICHOLAS J. MANCUSO, MAI
State Certified General Appraiser RZ 542

Biographic Data: Born Sept 9, 1962 in Stoneboro, Pennsylvania; Florida resident since 1972.

Education:

- Winter Haven High School - 1981
- Polk Community College (AA degree) - 1983
- Florida State University (BS degree in both real estate and finance) - 1985
- Completed Commercial Investment Course CI 101 of the Real Estate National Marketing Institute in 1985
- Completed the following Appraisal Institute Courses from 1986 – to present:
Standards of Professional Practice, Real Estate Appraisal Principles, Basic Valuation Procedures, Capitalization Theory & Technique Parts A & B, Residential Valuation, Case Studies in Real Estate Valuation
- Completed all requirements necessary for obtaining the MAI designation in 1991 and submitted to membership with the Appraisal Institute as MAI Member 9446.
- Completed the following appraisal seminars from 1992 - 2020:
Appraising Troubled Properties; Legal Rules and Appraisal Practices in Condemnation; Appraisal Office Management; Court Preparation for Litigation; Dynamics of Office Building Valuation; Appraisal of Retail Properties, Less than Fee Acquisitions; USPAP Update; Case Studies in Uniform Standards; Analyzing Operating Expenses; Internet Search Strategies for Real Estate Appraisers; SPP-C, Business Practices and Ethics; Scope of Work; Subdivision Valuation; Eminent Domain and Condemnation; Analyzing Distressed Real Estate; Appraising Convenience Stores; Small Hotel/Motel Valuation; Yellow Book/USPAP for Federal Land Acquisitions; Neighborhood Analysis; Communicating the Appraisal; Residential Development Valuation, Trends, Issues, Challenges; Appraisal of Nursing Homes; Marshall and Swift Commercial Cost Training; Ad Valorem Tax Consultation; Appraisal Curriculum Overview – General and Residential; Florida Law Updates

Employment:

8/93 - Present:	Mancuso Appraisal Services, Inc.
5/90 - 8/93:	Reed Appraisal Company; Associate Appraiser
1/89 - 4/90:	Arthur G. Pollard, MAI; Assoc. Appraiser
1/88 - 1/89:	Appraisal Specialists; Co-Owner
10/85 - 12/87:	Brakora & Associates; Assoc. Appraiser

Appraisal Assignments:

Commercial – proposed and existing office buildings, apartment complexes, motels, restaurants, neighborhood shopping centers, multi-tenant retail centers, net lease retail buildings, net leased sites, used car lots, automobile dealerships, medical offices, mobile home parks, branch banks, convenience stores, and various types of retail buildings.

Industrial – proposed and existing warehousing, light manufacturing, and self-storage facilities, citrus packing plant, citrus processing facility, and various miscellaneous industrial use buildings.

Residential Development - proposed and existing subdivisions, Planned Unit Developments, condominium developments, DRI (Development of Regional Impact).

Special Purpose - recreational vehicle parks, golf courses, and adult care living facilities, churches, bowling alley, marine/boat storage, airplane hanger

Agricultural - vacant acreage, row crops, citrus groves and pastureland.

Eminent Domain / Condemnation Assignments/Court Testimony: utility easement acquisitions for Polk County Utilities and Public Works, partial takings for road right of way for parcels with and those

without damage issues, whole taking assignments,, whole taking and flowage easements for SWFWMD (Lake Hancock Project), worked with a team of appraisers involved in appraisals of numerous parcels acquired for a natural gas pipeline for Gulfstream Natural Gas, property owner representation and consultations for local attorneys involved in condemnation; court testimony for deficiency judgment hearings; court testimony for eminent domain cases; testimony on behalf of clients/attorneys for land use issues, property issues, etc.

Professional Affiliations:

- MAI - Member, Appraisal Institute, Certificate No. 9446, awarded May, 1992.
- Alumni of Leadership VI of the Winter Haven Area Chamber of Commerce.

Department of Professional Regulation/FREC:

- State Certified General Appraiser RZ 542, awarded September 1990
- Licensed Florida Real Estate Broker since 1981.

Qualified as Expert Witness:

- 10th Judicial Circuit Court (Polk County)
- 5th Judicial Circuit Court (Marion County)
- United States District Court – Middle District – Tampa, Florida

Appraisal Clients:

FDIC, SunTrust Bank, Wells Fargo, Bank of America, CenterState Bank, BB&T, MidFlorida Credit Union, Citizens Bank, USAmeriBank, Valley National Bank, Sunshine Bank, Iberia Bank, TD Bank, Atlantic Coast Bank, Collateral Evaluation Services, Regions Bank, Fifth Third Bank, Polk State College, City of Winter Haven, City of Lakeland, City of Davenport, City of Dundee, City of Eagle Lake, City of Haines City, Lakeland Electric, Polk County Board of Commissioners, State of Florida Department of Natural Resources, Florida Department of Environment Protection, Southwest Florida Water Management District, South Florida Water Management District, Holland and Knight law firm, Neill, Griffin, Tierney, Neill & Marquis law firm, Roetzel and Andres law firm, investors, developers, individual attorneys, Realtors, CPA's and property owners.



PURCHASE ORDER



**SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT**

VENDOR CONTACT: Nicholas J. Mancuso, MAI
863-294-2331
VENDOR: MANCUSO APPRAISAL SERVICES, INC.
377 E. Central Avenue
Winter Haven FL 33880

PURCHASE ORDER NUMBER:
21PO0000463

Modification Number:

ORDER TOTAL: \$2,400.00

ORDER DATE: 12/23/20

EXPIRATION DATE: 1/31/21

SHIP To: Operations
Amanda Marsa
2379 Broad Street
Building 6
Brooksville, FL 34604-6899

BILL To: Accounts Payable
P.O. Box 15436
Brooksville, Florida 34604-5436
Or Email to: invoices@watermaners.org

PROCUREMENT

CONTACT: Tinette DeLaCruz
352-796-7211, ext. 4133

DEPT. CONTACT: Steve Blaschka
352-796-7211, ext. 4459

FOB: FOB Dest, Freight Allowed

Delivery Hours: Monday through Friday 9:00 a.m.-12:00 p.m./12:30 p.m.-3:30 p.m.

Shipping Instructions: The Purchase Order number must appear on all packages, packing lists, invoices, and correspondence.

COMMODITY / SERVICE INFORMATION					
Line	Quantity	UOM	Unit Price	Service Amount	Line Total
1	0.00		\$0.00	\$2,400.00	\$2,400.00
Per quote dated 12/1/2020 - Update of Appraisal File No. 19-140 NM					
Lake Panasoffkee - Sale of LP-1 - Update of Appraisal. SWF Parcel 19-528-154S.					
For questions or concerns, please contact Steve Blaschka at 352-796-7211 ext. 4459					
The District is unable to pay in excess of the amount stated on the Purchase Order.					
The attached Addendum is incorporated herein and made a part of the Purchase Order Terms and Conditions.					
PO Total:					\$2,400.00

BILLING INSTRUCTIONS

1. STATE SALES TAX EXEMPTION NO. 85-8013700387C-6
2. If you would like to receive payments electronically, please visit <http://www.sfwmd.state.fl.us/business/contproc> to print the electronic payment authorization form with instructions and submit as directed.

VENDOR ACKNOWLEDGMENT AND INSTRUCTIONS

The Vendor acknowledges that terms and conditions have been read and agreed upon per this Purchase Order, including those printed on the attached Terms and Conditions page. BY ACCEPTANCE OF THIS PURCHASE ORDER YOU GUARANTEE THAT AS A VENDOR SERVING THE DISTRICT, YOU WILL PERFORM YOUR OBLIGATIONS UNDER THIS PURCHASE ORDER IN ACCORDANCE WITH ALL APPLICABLE STATE AND FEDERAL LAWS INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS OF THE AMERICAN'S WITH DISABILITIES ACT (ADA).

Authorized Signature

Felicia Aples

Page Number
Date Printed

1 of 3
December 23, 2020

PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order issued by the Southwest Florida Water Management District (District) constitutes a binding contract under the terms and conditions contained herein and on attachments hereto when accepted by the Vendor/Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes (F.S.).
2. All invoices must include this Purchase Order number and be mailed to the "Bill To" address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Contractor fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S., and the provisions of the Uniform Commercial Code, Chapters 671 and 672, F.S. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hernando County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Vendor/Contractor warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months, and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise such coverage will be afforded to the subcontractor by the Vendor/Contractor's insurance policies. Such insurance will be available for District review upon request.
9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.
10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.
11. All materials, drawings or other items provided by the District to Vendor/Contractor will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.
12. Materials will be properly packaged and marked with the Purchase Order number.
13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title in property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.
14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B. shipping point, the Vendor will prepay shipping charges and include them on the invoice.
15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.
16. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.
17. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

SERVICES - ADDITIONAL TERMS AND CONDITIONS

18. The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create, any relationship between the District and any subcontractor of Contractor.
19. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Contractor will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District. The Contractor and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
20. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District.
21. In the event of any national, state or local emergency which significantly affects Vendor/Contractor's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Contractor's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

ALTERNATIVE TERMS AND CONDITIONS

If Vendor/Contractor is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:

22. 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 attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity or any lawful defenses or extend either party's liability beyond the limits established in Section 768.28, F.S. The obligations contained in this paragraph will survive acceptance of the goods or services by the District.

The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Purchase Order. Invoice documentation submitted to the District under this Purchase Order must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.

If Contractor is a design professional under 725.08, F.S., the following provision shall replace paragraph 4 of this Purchase Order:

23. Contractor's liability is limited as provided in this Section 23. Contractor agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, F.S. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.

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**ADDENDUM TO PURCHASE ORDER
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

This Addendum is hereby incorporated into and made a part of this Purchase Order.

1. Paragraph 1 of the Purchase Order Terms and Conditions is hereby replaced with the following:

PROJECT RECORDS AND DOCUMENTS

1.1 The VENDOR/CONTRACTOR, upon request, shall permit the DISTRICT to examine or audit all SERVICES related records and documents during or following completion of the SERVICES at no cost to the DISTRICT. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the 2D PARTY shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the VENDOR/CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The VENDOR/CONTRACTOR shall maintain all such records and documents for at least five (5) years following completion of the SERVICES. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The 2D PARTY and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

1.2 Each party shall allow public access to the SERVICES documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the VENDOR/CONTRACTOR shall (1) keep and maintain public records required by the DISTRICT to perform the SERVICES; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the VENDOR/CONTRACTOR does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the VENDOR/CONTRACTOR or keep and maintain public records in possession of the VENDOR/CONTRACTOR to keep and maintain public records required by the DISTRICT to perform the SERVICES. If the VENDOR/CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, the VENDOR/CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the VENDOR/CONTRACTOR keeps and maintains public records upon completion of this Agreement, the VENDOR/CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

1.3 IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at RecordsCustodian@Watermatters.org, or at the following mailing address:

Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Any changes to the above contact information will be provided to the VENDOR/CONTRACTOR in writing.

1.4 This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

Page Number: 3 of 3

Attached to PO request LP-1

Description of item: Appraisal on one parcel of District land in Sumter County. The property is ca. 49.8 acres and is part of Sumter County PID C33-009 fronting on SR 44.

Price includes the completion of an update of value on the parcel, communicated in letter form, if requested, during the one year period following your date of value as well as a verbal consultation regarding market trends 6 months from the date of value.

The Appraisal Report should be in self-contained format, that is fully describing your reasoning, analysis, and the facts upon which your opinion is based. You are to provide your opinion of the current market value of the parcel in fee simple with the Hypothetical Condition that the property has been re-zoned to its highest and best use and that the future land use in the County Comprehensive Plan has been changed, if necessary, to allow that zoning. The appraisal will be used to determine a minimum price for the parcel in a public offering of the parcel for sale. The appraisal is also being sought in part to comply with F.S. 373.089 Sale or exchange of lands, or interests or rights in lands. This section requires that an appraisal be "obtained within 360 days before the effective date of a contract for sale." The draft report is to be submitted to be checked internally before delivery of the final report.

The appraisal and report must comply with District Minimum Appraisal Standards and USPAP. You will be expected to submit 2 bound copies of the report and 2 copies in pdf file format on labeled CD's (labeled with all information specified in the District standards).

Information further identifying the parcel, additional mapping, and a legal description may be requested if not previously provided to you.

Governing Board Meeting

March 23, 2021

6. REGULATION COMMITTEE

- 6.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion183
- 6.2 **Discussion:** Action Item: Denials Referred to the Governing Board184

REGULATION COMMITTEE

March 23, 2021

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

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation

REGULATION COMMITTEE

March 23, 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

7. General Counsel's Report

Governing Board Meeting

March 23, 2021

7. GENERAL COUNSEL’S REPORT

- 7.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion 185
- 7.2 **Discussion:** Action Item: Central Florida Water Initiative Rulemaking Update and
Consideration of Polk County Cooperative Funding Initiative Commitments 186

GENERAL COUNSEL'S REPORT

March 23, 2021

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

Presenter:

Karen West, General Counsel

GENERAL COUNSEL'S REPORT**March 23, 2021****Discussion: Action Item: Central Florida Water Initiative Rulemaking Update and Consideration of Polk County Cooperative Funding Initiative Commitments**

The Florida Department of Environmental Protection (DEP) is currently developing uniform rules for consumptive water use permitting in the Central Florida Water Initiative (CFWI) area. In the Southwest Florida Water Management District (District), the CFWI area includes the southern portion of Lake County and Polk County. A portion of Polk County is also within the existing Southern Water Use Caution Area (SWUCA), where established minimum flows and levels are not being met. This rulemaking effort is the result of a process that originated with the Central Florida Coordination Area Action Plan, which was approved by the St. Johns River Water Management District, South Florida Water Management District, and Southwest Florida Water Management District on September 18, 2006 to address immediate and long-term water supply issues in central Florida.

On January 30, 2015, a Steering Committee comprised of representatives from the three water management districts, DEP, the Department of Agriculture and Consumer Services, and several stakeholder groups approved the CFWI Guiding Document to establish an initial framework for a unified process to address current and long-term water supply needs of central Florida without causing harm to the water resources and associated natural systems. The Legislature subsequently enacted Section 373.0465, Florida Statutes, which directed DEP to continue coordinating a comprehensive and collaborative regional water supply planning process that would ultimately result in the adoption of uniform consumptive water use permitting rules.

On May 19, 2015, the District's Governing Board adopted Resolution No. 15-07 to encourage the development of a regional water supply authority comprised of local governments and municipalities in Polk County that was necessary to explore regional alternative water supply options to meet future demands. Resolution No. 15-07 recognized the District's commitment to contribute 40 million dollars to the Polk Regional Water Cooperative (PRWC) through Fiscal Year 2018 to initiate a long-term water supply and conservation project development process. The District's Governing Board subsequently amended Resolution No. 15-07 to clarify that the cooperative funding commitment was conditioned upon the PRWC developing a project or combination of projects that can provide at least 30 million gallons per day of alternative water supply to be used as a base supply for members of the PRWC.

The District's Governing Board adopted Resolution No. 18-06 on April 24, 2018, to continue to support and promote the PRWC in developing alternative water supply and conservation projects. The Resolution recognized the District's commitment to contribute 5 million dollars per year to the PRWC each year for five years from Fiscal Year 2019 through 2023, subject to certain terms and conditions that must have been met by established deadlines. The District's Governing Board subsequently amended Resolution No. 18-06 to add two additional alternative water supply projects to the existing list of three projects that the District committed to fund in order to assist in achieving the goal of providing at least 30 million gallons of water per day for the PRWC.

On February 9, 2021, DEP published the CFWI uniform rules as part of the rule adoption process. The CFWI uniform rules contain new consumptive water use permitting criteria that are intended to ensure an adequate water supply and prevent future harm to the water resources in the CFWI area. Petitions

challenging the validity of the CFWI uniform rules were filed against the DEP and water management districts by 13 parties. 8 of the 15 active members of the PRWC have challenged the CFWI uniform rules, including Polk County, Lakeland, Winter Haven, Fort Meade, Eagle Lake, Polk City, Mulberry, and Bartow. Alafia Preserve (Mulberry), a Polk County public water supply permittee, also filed a petition challenging the rules. Polk County's petition states that it intends to increase its permitted allocations from the Upper Floridan aquifer as growth occurs, but that the existing Southern Water Use Caution Area recovery strategy will be substantially accomplished in Polk County without the CFWI uniform rules. At this time, a formal administrative proceeding is scheduled before the Division of Administrative Hearings from March 29, April 5 – 9, and April 19 – 30, 2021.

Staff Recommendation:

Consider the Cooperative Funding Initiative commitments contained in Southwest Florida Water Management District Resolution No. 18-06, and any amendments thereto, and provide direction to District staff regarding any modification of previously committed funds.

Presenters:

Jennette Seachrist, P.E., Resource Management Division Director

Christopher A. Tumminia, Deputy General Counsel

**8. Committee/Liaison
Reports**

COMMITTEE/LIAISON REPORTS

March 23, 2021

Discussion: Information Only: Industrial Advisory Committee

Presenter:

Ashley Bell Barnett, Board Member

COMMITTEE/LIAISON REPORTS

March 23, 2021

Discussion: Information Only: Public Supply Advisory Committee

Presenter:

Ed Armstrong, Board Member

EXECUTIVE DIRECTOR'S REPORT

March 23, 2021

Discussion: Information Only: Executive Director's Report

Presenter:

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

CHAIR'S REPORT

March 23, 2021

Discussion: Information Only: Chair's Report

Presenter:

Kelly S. Rice, Chair

CHAIR'S REPORT

March 23, 2021

Discussion: Information Only: Employee Milestones

Presenter:

Kelly S. Rice, Governing Board Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	03/07/2016	Gabe Herrick	Lead Environmental Scientist	Tampa	Natural Systems & Restoration	2021	03/07/2021
5	03/28/2016	Quanghee Yi	Senior Professional Engineer	Tampa	Water Resources	2021	03/28/2021
15	03/06/2006	Dave Arnold	Well Construction Manager	Tampa	Water Use Permit	2021	03/06/2021
15	03/06/2006	Roger Rutter	Heavy Equipment Operator	Brooksville	Operations	2021	03/06/2021
15	03/20/2006	Chaz LaRiche	Senior Environmental Scientist	Bartow	Environmental Resource Permit	2021	03/20/2021
15	03/20/2006	Jennifer McDaniel	Senior Regulatory Support Technician	Tampa	Regulatory Support	2021	03/20/2021
15	03/27/2006	Jim Owens	Land Survey Supervisor	Brooksville	Data Collection	2021	03/27/2021
30	03/11/1991	Ilka Chestnut	Document Imaging Technician	Brooksville	General Services	2021	03/11/2021
30	03/25/1991	Mark Alford	Field Services Manager	Bartow	Regulatory Support	2021	03/25/2021