

Governing Board Meeting

Agenda and Meeting Information

October 22, 2024

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); 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

OCTOBER 22, 2024
9:00 AM

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

All meetings are open to the public

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

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

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

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

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

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

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

Bartow Office

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

Sarasota Office

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

Tampa Office

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

MEETING NOTICE

1. CONVENE PUBLIC MEETING

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

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Office of Inspector General Performance Measures
- 2.2 **Finance/Outreach and Planning Committee:** Approval of Memorandum of Understanding Between Sarasota County Property Appraiser and Southwest Florida Water Management District
- 2.3 **Resource Management Committee:** Sarasota Bay National Estuary Program Interlocal Agreement Amendment
- 2.4 **Resource Management Committee:** Minimum Flows and Minimum Water Levels Priority List and Schedule Update
- 2.5 **Operations, Lands and Resource Monitoring Committee:** Release of Reservation of Right of Entry for the Purpose of Exploration for Phosphates, Minerals, Metals and Petroleum; SWF Parcel No. 20-708-128S (Charlotte County)
- 2.6 **Operations, Lands and Resource Monitoring Committee:** Management Agreement – Deep Creek Preserve, DeSoto County; SWF Parcel 20-695-102X (DeSoto County)
- 2.7 **Operations, Lands and Resource Monitoring Committee:** Rockridge Road Cattle Lease; SWF Parcel No. 10-200-1316X (Polk County)
- 2.8 **Operations, Lands and Resource Monitoring Committee:** Perpetual Easement – Peace River at Bartow; SWF Parcel No. 20-020-190 (Polk County)
- 2.9 **Operations, Lands and Resource Monitoring Committee:** Perpetual Easement and Temporary Construction Easement – Peace River Manasota Regional Water Supply Authority – Phase 2B Pipeline Project; SWF Parcel No. 21-708-139X & 21-708-140X (Sarasota County)
- 2.10 **Operations, Lands and Resource Monitoring Committee:** Management Agreement with Camp-N-Paddle for Chassahowitzka Campground and Boat Ramp; SWF Parcel No. 15-347-129X (Citrus County)
- 2.11 **Regulation Committee:** Water Use Permit No. 20 021046.001, Hillsborough County & Tampa Bay Water / Balm Farm (Hillsborough County)
- 2.12 **Regulation Committee:** Water Use Permit No. 20 013343.005, Manatee County BOCC / Manatee County Utilities Consolidated Permit (Manatee County)
- 2.13 **General Counsel's Report:** Approval of Interagency Agreement between the South Florida Water Management District and the Southwest Florida Water Management District – Designation of Regulatory Responsibility to South Florida Water Management District for an Environmental Resource Permit – I-4 Moving Florida Forward Project (Polk and Osceola County)

- 2.14 **General Counsel's Report:** Approval of Emergency Order No. SWF 24-028 – Emergency Measures for Hurricane Helene
- 2.15 **General Counsel's Report:** Approval of Emergency Order No. SWF 24-029 – Emergency Measures for Tropical Storm Debby
- 2.16 **General Counsel's Report:** Relocation of Wells at Regional Observation and Monitor-well Program (ROMP) 43 Wellsite (Hardee County)
- 2.17 **General Counsel's Report:** Access Easement – Environmental Resource Permit Application No. 852564 – Chassahowitzka Mitigation Bank (Hernando County)
- 2.18 **General Counsel's Report:** Approval of Emergency Order No. SWF 24-030 – Emergency Measures for Hurricane Milton
- 2.19 **Executive Director's Report:** Approve Governing Board Minutes – September 24, 2024

3. FINANCE/OUTREACH AND PLANNING COMMITTEE

- 3.1 **Discussion:** Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Development of Preliminary Budget for Fiscal Year 2026
- 3.3 **Discussion:** Action Item: Investment Strategy Quarterly Update
- 3.4 **Discussion:** Action Item: Knowledge Management: Annual Review of Governing Board Policy, Investments
- 3.5 **Submit & File:** Information Item: Budget Transfer Report
- 3.6 **Submit & File:** Information Item: Office of Inspector General Quarterly Update – July 1, 2024 to September 30, 2024

4. RESOURCE MANAGEMENT COMMITTEE

- 4.1 **Discussion:** Consent Item(s) Moved to Discussion

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

- 5.1 **Discussion:** Consent Item(s) Moved to Discussion
- 5.2 **Discussion:** Information Item: Hydrologic Conditions Report
- 5.3 **Discussion:** Action Item: Purchase and Sale Agreement for Perpetual Easement – Coley Deep Replacement; SWF Parcel No. 20-020-110 (Polk County)

6. REGULATION COMMITTEE

- 6.1 **Discussion:** 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:** Consent Item(s) Moved to Discussion
- 7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions

8. COMMITTEE/LIAISON REPORTS

- 8.1 **Discussion:** Information Item: Agricultural and Green Industry Advisory Committee

9. EXECUTIVE DIRECTOR'S REPORT

- 9.1 **Discussion:** Information Item: Executive Director's Report

10. CHAIR'S REPORT

- 10.1 **Discussion:** Information Item: Chair's Report

- 10.2 **Discussion:** Information Item: Employee Milestones

- 10.3 **Discussion:** Action Item: 2024 Employee Evaluation and 2025 Performance Goals for the Executive Director and Inspector General

ADJOURNMENT



An Equal
Opportunity
Employer



2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Michelle Williamson

Chair, Hillsborough

John Mitten

Vice Chair, Hernando, Marion

Jack Bispham

Secretary, Manatee

Ashley Bell Barnett

Treasurer, Polk

Ed Armstrong

Former Chair, Pinellas

Kelly S. Rice

Former Chair, Citrus, Lake,
Levy, Sumter

Joel Schleicher

Former Chair, Charlotte,
Sarasota

Josh Gamblin

DeSoto, Hardee, Highlands

John Hall

Polk

James Holton

Pinellas

Dustin Rowland

Pasco

Robert Stern

Hillsborough

Nancy Watkins

Hillsborough, Pinellas

Brian J. Armstrong, P.G.

Executive Director

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 24, 2024

OFFICERS	
Chair	Michelle Williamson
Vice Chair	John Mitten
Secretary	Jack Bispham
Treasurer	Ashley Bell Barnett

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair Robert Stern

RESOURCE MANAGEMENT COMMITTEE
Chair Dustin Rowland

REGULATION COMMITTEE
Chair James Holton

FINANCE/OUTREACH AND PLANNING COMMITTEE
Chair Ashley Bell Barnett*

All Governing Board members are a member of each committee.

** Board policy requires the Governing Board Treasurer to chair the Finance/Outreach and Planning Committee.*

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Dustin Rowland
Environmental Advisory Committee	John Mitten
Industrial Advisory Committee	James Holton
Public Supply Advisory Committee	Robert Stern

OTHER LIAISONS	
Central Florida Water Initiative	Ashley Bell Barnett
Springs Coast Steering Committee	Kelly Rice
Coastal & Heartland National Estuary Partnership Policy Committee	John Hall
Sarasota Bay Estuary Program Policy Board	Joel Schleicher
Tampa Bay Estuary Program Policy Board	Nancy Watkins
Tampa Bay Regional Planning Council	Vacant

Southwest Florida Water Management District Schedule of Meetings Fiscal Year 2025

Governing Board Meeting

October 22, 2024 – 9:00 a.m., Brooksville
November 19, 2024 – 9:00 a.m., Tampa
December 17, 2024 – 9:00 a.m., Brooksville
January 28, 2025 – 9:00 a.m., Tampa
February 25, 2025 – 9:00 a.m., Brooksville
March 25, 2025 – 9:00 a.m., Tampa
April 22, 2025 – 9:00 a.m., Brooksville
May 20, 2025 – 9:00 a.m., Tampa
June 24, 2025 – 9:00 a.m., Brooksville
July 22, 2025 – 9:00 a.m., Tampa
August 26, 2025 – 9:00 a.m., Brooksville
September 23, 2025 – 3:00 p.m., Tampa Office

Governing Board Workshop

December 17, 2024 – 9:30 a.m., Brooksville Office

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

2025 – September 9 & 23

Agricultural & Green Industry Advisory Committee – 10:00 a.m.

2024 – December 3

2025 – March 11, June 10, September 9

Environmental Advisory Committee – 10:00 a.m.

2024 – October 8 (Canceled)

2025 – January 14, April 8, July 8

Industrial Advisory Committee – 10:00 a.m.

2024 – November 5

2025 – February 11, May 6, August 12

Public Supply Advisory Committee – 1:00 p.m.

2024 – November 5

2025 – February 11, May 6, August 12

Springs Coast Management Committee – 1:30 p.m.

2024 – October 23, December 4

2025 – January 8, February 19, May 21, July 9

Springs Coast Steering Committee – 2:00 p.m.

2024 – November 6

2025 – January 22, March 5, July 23

Meeting Locations

Brooksville Office – 2379 Broad St., Brooksville, FL 34604

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

Governing Board Meeting
October 22, 2024

1. CONVENE PUBLIC MEETING

1.1 Call to Order..... 7

1.2 Invocation and Pledge of Allegiance..... 8

1.3 Employee Recognition 9

1.4 Additions/Deletions to Agenda 10

1.5 Public Input for Issues Not Listed on the Published Agenda..... 11

CONVENE PUBLIC MEETING

October 22, 2024

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:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

October 22, 2024

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:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

October 22, 2024

Employee Recognition

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

Presenter:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

October 22, 2024

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

October 22, 2024

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:

Michelle Williamson, Chair

Governing Board Meeting

October 22, 2024

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: Office of Inspector General Performance Measures.....	12
2.2	Finance/Outreach and Planning Committee: Approval of Memorandum of Understanding Between Sarasota County Property Appraiser and Southwest Florida Water Management District.....	14
2.3	Resource Management Committee: Sarasota Bay National Estuary Program Interlocal Agreement Amendment.....	21
2.4	Resource Management Committee: Minimum Flows and Minimum Water Levels Priority List and Schedule Update.....	26
2.5	Operations, Lands and Resource Monitoring Committee: Release of Reservation of Right of Entry for the Purpose of Exploration for Phosphates, Minerals, Metals and Petroleum; SWF Parcel No. 20-708-128S (Charlotte County).....	36
2.6	Operations, Lands and Resource Monitoring Committee: Management Agreement – Deep Creek Preserve, DeSoto County; SWF Parcel 20-695-102X (DeSoto County).....	83
2.7	Operations, Lands and Resource Monitoring Committee: Rockridge Road Cattle Lease; SWF Parcel No. 10-200-1316X (Polk County).....	100
2.8	Operations, Lands and Resource Monitoring Committee: Perpetual Easement – Peace River at Bartow; SWF Parcel No. 20-020-190 (Polk County).....	115
2.9	Operations, Lands and Resource Monitoring Committee: Perpetual Easement and Temporary Construction Easement – Peace River Manasota Regional Water Supply Authority – Phase 2B Pipeline Project; SWF Parcel No. 21-708-139X & 21-708-140X (Sarasota County).....	123
2.10	Operations, Lands and Resource Monitoring Committee: Management Agreement with Camp-N-Paddle for Chassahowitzka Campground and Boat Ramp; SWF Parcel No. 15-347-129X (Citrus County).....	162
2.11	Regulation Committee: Water Use Permit No. 20 021046.001, Hillsborough County & Tampa Bay Water / Balm Farm (Hillsborough County).....	184
2.12	Regulation Committee: Water Use Permit No. 20 013343.005, Manatee County BOCC / Manatee County Utilities Consolidated Permit (Manatee County).....	196

2.13	General Counsel's Report: Approval of Interagency Agreement between the South Florida Water Management District and the Southwest Florida Water Management District – Designation of Regulatory Responsibility to South Florida Water Management District for an Environmental Resource Permit – I-4 Moving Florida Forward Project (Polk and Osceola County).....	228
2.14	General Counsel's Report: Approval of Emergency Order No. SWF 24-028 – Emergency Measures for Hurricane Helene	233
2.15	General Counsel's Report: Approval of Emergency Order No. SWF 24-029 – Emergency Measures for Tropical Storm Debby.....	245
2.16	General Counsel's Report: Relocation of Wells at Regional Observation and Monitor-well Program (ROMP) 43 Wellsite (Hardee County).....	257
2.17	General Counsel's Report: Access Easement – Environmental Resource Permit Application No. 852564 – Chassahowitzka Mitigation Bank (Hernando County).....	305
2.18	General Counsel's Report: Approval of Emergency Order No. SWF 24-030 – Emergency Measures for Hurricane Milton.....	312
2.19	Executive Director's Report: Approve Governing Board Minutes – September 24, 2024.....	324

CONSENT AGENDA

October 22, 2024

Finance/Outreach and Planning Committee: Office of Inspector General Performance Measures

Background and Purpose:

In accordance with the OIG Charter Governing Board Policy, the OIG shall have performance measures defined by the Finance/Outreach & Planning Committee and approved by the Governing Board. After Governing Board approval, these will be the performance measures which the OIG will report on at least a semi-annual basis.

Staff Recommendation:

Staff recommends the Board approve the OIG performance measures.

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General

Office of Inspector General FYE 9/30/2025 Performance Measures	
<i>Performance Measures – Non-Routine</i>	<i>Performance Measures – Non-Routine</i>
Complete follow-up to the Auditor General audit recommendation over revenue collections	Submit to the Board by September 2025
Complete follow-up to the water incentives supporting efficiency (WISE) investigation recommendation	Submit to the Board by September 2025
Complete follow-up to the employee reimbursements audit recommendations	Submit to the Board by September 2025
Complete health/dental insurance audit	Submit to the Board by September 2025
Monitor the Office of Program Policy Analysis and Government Accountability (OPPAGA) audit and update the Board on the status of corrective actions.	Submit to the Board by September 2025
<i>Performance Measures – Routine</i>	<i>Performance Measures – Routine</i>
Risk assessment and audit plan	Submit to the Board by January 2025
Inspector General FY 2025 annual report	Submit to the Board by September 2025
Updates to the Finance/Outreach & Planning Committee including IG performance measures	Submit to the Board by the month following each quarter-end

CONSENT AGENDA

October 22, 2024

Finance/Outreach and Planning Committee: Approval of Memorandum of Understanding Between Sarasota County Property Appraiser and Southwest Florida Water Management District

Purpose

The Sarasota County Property Appraiser is responsible for preparing an annual assessment roll that meets all legal requirements of State law, including the proper administration of property tax exemptions. The Property Appraiser's office intends to contract with a third-party vendor to assist with auditing tangible personal property, for which the vendor will be compensated.

Background

In 2015 and 2022, the Governing Board approved a similar Memorandum of Understanding with the Sarasota County Property Appraiser to investigate potential homestead fraud. Both times, the Sarasota County Property Appraiser contracted with a third-party auditor to review all properties benefitting from the Florida homestead ad valorem tax exemption. Both audit projects successfully identified exemption violations and the imposition of liens to recover the improperly exempted taxes and assessment limitations.

Similar to the prior Memorandum of Understandings, the Property Appraiser's office does not collect any money and does not have funding to out-source this project. As a result, the Property Appraiser's office would like to contract with a third-party vendor on a contingency basis, whereby the vendor would retain 35 percent of all money collected, which would include the underlying tax, accrued interest and penalties. The District, along with the other taxing authorities, would receive 65 percent of the monies owed to them.

The Property Appraiser's office is asking each taxing authority to execute a Memorandum of Understanding, whereby the taxing authority agrees to forgo 35 percent of any taxes, interest and penalties that it would be entitled to receive as a result of the audit of tangible personal property, which is furniture, fixtures and equipment used in the operation of a business.

Therefore, assuming there are improper reporting of tangible personal property occurring, the District is losing out on revenue it is otherwise entitled to receive. However, if the improper reporting is never detected, the District cannot collect that lost revenue.

Staff Recommendation:

Approval of the Memorandum of Understanding between the Sarasota County Property Appraiser and the Southwest Florida Water Management District.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau



Bill Furst
SARASOTA COUNTY PROPERTY APPRAISER

2001 Adams Lane, Sarasota, FL, 34237 | Ph: 941.861.8200 | F: 941.861.8260 | www.sc-pa.com

September 12, 2024

Michelle Williamson, Chair
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899

Re: Memorandum of Understanding for contingency-based audit

Dear Ms. Williamson:

The goal of my office is and has always been to produce a fair and equitable tax roll for all taxpayers in Sarasota County. In 2015 and again in 2022, with the cooperation of your taxing authority, I contracted with a third-party auditor to review all properties benefitting from the Florida homestead ad valorem tax exemption. Both audit projects successfully identified exemption violations and the imposition of liens to recover the improperly exempted taxes and assessment limitations. The current auditor is still under contract, and we have found it to be a successful effort.

Due to the success we have had using these programs, I am once again seeking the cooperation of the taxing authorities to audit tangible personal property (TPP), which is furniture, fixtures, and equipment used in the operation of a business. While this program reviews a different class of property owners, it is a similar arrangement and will be performed by the same auditors we engaged in 2015 for homestead exemptions.

Under the contract terms, your taxing authority would receive 65% of the recovered revenues (taxes, penalties, and interest), and the contingency-based auditor would then receive the balance. This audit does entail more responsibilities. It requires that the auditor performs onsite visits, appear at meetings with taxpayers, and encompasses related appeals hearings and court proceedings associated with a value challenge.

I am enclosing a memorandum of understanding that would provide the legal authority for the tax collector to distribute funds to the third-party auditor as outlined herein. Please review it, and if agreeable, I ask that your taxing authority's representative sign the memorandum and return it to my office by October 1, 2024, so we may begin this important work.

Thank you in advance for your cooperation.

Respectfully,

A handwritten signature in black ink that reads "Bill Furst". The signature is written in a cursive, flowing style.

Bill Furst, CFA

Enclosure: Memorandum of Understanding
BF:bl

EXHIBIT

**MEMORANDUM OF UNDERSTANDING BETWEEN SARASOTA COUNTY
PROPERTY APPRAISER AND SOUTHWEST FLORIDA WATER MANAGEMENT
DISTRICT FOR USE OF PROPERTY TAX COLLECTIONS TO FUND TANGIBLE
PERSONAL PROPERTY VERIFICATION AUDIT SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into as of this ____ day of _____, 2024, by and between the SARASOTA COUNTY PROPERTY APPRAISER (“PROPERTY APPRAISER”) and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to collectively as the “TAXING AUTHORITY.”

WITNESSETH

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax verification and for back taxes related to business property tax listings; and

WHEREAS, the TAXING AUTHORITY receives local property tax revenue to fund essential public services; and

WHEREAS, the PROPERTY APPRAISER intends to contract with TAX MANAGEMENT ASSOCIATES, INC. (“TMA”) for verification audit services related to business personal property tax, for the purpose of verification of taxable business personal property and the collecting of taxes due on those properties that are unreported or under reported which funds would otherwise be unavailable to the TAXING AUTHORITY (hereinafter the “TMA Verification Audit Agreement”); and

WHEREAS, TMA shall provide said verification services in exchange for the fee established in the TMA Verification Agreement, which consists of an amount equal to thirty-five percent (35%) of any tax, penalties, and interest collected from back taxes assessed by the PROPERTY APPRAISER on parcels identified through a TMA verification audit (hereinafter, the “Fee”); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the business personal property tax verifications resulting from the tax verifications performed by TMA, and shall not constitute a pledge or general obligation of tax funds or create an obligation on the TAXING AUTHORITY to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER and undersigned TAXING AUTHORITY, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

TERMS

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

2. Authorization of Reduced Collections for Fee Payment:

The undersigned TAXING AUTHORITY authorizes the TAX COLLECTOR to deduct TMA's Fee, as established in the TMA Verification Audit Agreement, from the total property tax, penalties and interest collected as the result of the business personal property tax verification audits pursuant to TMA verification audits. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITY according to governing Florida law.

This Agreement does not constitute a pledge or general obligation of ad valorem taxation or create any obligation on any TAXING AUTHORITY to appropriate or make monies available for any tax year and does not create the right in any party to compel the exercise of the ad valorem taxing power of any TAXING AUTHORITY.

3. Term & Termination: This Agreement shall be effective as of the date of execution for an initial term of forty-eight (48) months. Thereafter, the Agreement shall renew automatically on an annual basis until such time as the TMA Verification Agreement is terminated or otherwise expires. Upon termination or expiration of the TMA Verification Agreement, this Agreement automatically expires except for such provisions as survive termination as further agreed herein.

Upon termination of this Agreement, Fees for all verifications completed by TMA in affected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA Verification Agreement. Because taxes may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Agreement and shall terminate upon the later of the collection and payment of all taxes related to TMA verifications, or the expiration of such taxes as a matter of Florida law.

4. Severability: Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this agreement, the agreement will be immediately terminated, subject to the termination provisions herein.
5. Public Records: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER agrees to retain all records maintained by their agencies and associated with the

performance of this Agreement in compliance with applicable Florida records retention schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.

6. Notice: Any notice required to be given under this Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the following addresses:

<u>TAXING AUTHORITY's Representative:</u>	<u>APPRAISER's Administrative Agent</u>
NAME: Melissa Lowe	NAME: Brian Loughrey
TITLE: Finance Bureau Chief	TITLE: Chief Deputy
ADDRESS: 2379 Broad St Brooksville FL 34604-6899	ADDRESS: Sarasota Co Property Appraiser 2001 Adams Ln Sarasota, FL 34237
PHONE: 352-796-7211	PHONE: (941) 861-8299
EMAIL: melisa.lowe@swfwmd.state.fl.us	EMAIL: bloughrey@sc-pa.com

7. Applicable Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.
8. Sole Benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this Agreement be construed to be for the benefit of any third party, nor shall any party be liable for any loss, liability, damages, or expenses to any person not a party to this Agreement.
9. Entire understanding: The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing and executed with the same formalities as this MOU is executed.
10. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

SARASOTA COUNTY PROPERTY APPRAISER

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Bill Furst, Property Appraiser

Michelle Williamson, Chair

Date:

Date:

ATTEST:

ATTEST:

Signature

Signature

Date:

Date:

Approved as to form:

SWFWMD Attorney

CONSENT AGENDA

October 22, 2024

Resource Management Committee: Sarasota Bay National Estuary Program Interlocal Agreement Amendment

Purpose

The purpose of this item is to approve the Amendment to the Sarasota Bay National Estuary Program Interlocal Agreement.

Background/History

In 1989, the United States Environmental Protection Agency (USEPA) designated Sarasota Bay as an estuary of Federal Significance and included it in the National Estuary Program. As a result of this designation, the Sarasota Bay National Estuary Program (SBNEP) was established in 1989 to assist the region in developing a Comprehensive Conservation Management Plan (CCMP) for the restoration and protection of Sarasota Bay. The first CCMP was adopted by the SBNEP in 1995, then updated in 2010, 2014 and 2022. In 2004, the partners in the SBNEP entered into an Interlocal Agreement (IA) which established the Sarasota Bay Estuary Program (SBEP) as an independent special district of the state of Florida, which formed a partnership of federal, state, and local agencies and governments. Parties to the IA include Manatee and Sarasota counties, the Cities of Bradenton and Sarasota, the Town of Longboat Key, the Southwest Florida Water Management District (District), the Florida Department of Environmental Protection (FDEP), and the United States Environmental Protection Agency (US EPA).

The IA identifies the responsibilities and long-term commitments of the state and local agencies and governments to the program, including provisions for annual funding to support implementation of the CCMP and to help achieve the required funding match for the federal USEPA funding approved annually by Congress. The approved USEPA funding for Fiscal Year (FY) 2024 was \$850,000. In addition, the funding by the state and local agencies and governments would serve to fund the SBEP if the USEPA funding was reduced or not approved by Congress.

The IA includes a sundown provision which requires the SBEP Policy Board to evaluate the appropriateness and effectiveness of this IA every 5 years. Per the sundown provision, the SBEP Policy Board must vote to determine whether to terminate, amend or allow the status quo to prevail. In 2024, the SBEP Policy Board worked to develop an Amendment to the IA with the sole purpose to update the annual funding commitments by the partners that were established in the 2004 IA. This is the first amendment to the 2004 IA and there was no change in the funding commitment to be provided by the District.

Benefits/Costs

Since 1989, SBEP and its partners have participated in more than 200 projects related to natural systems restoration and water quality improvement. Of these, the District's SWIM program, in cooperation with partners, have completed 39 restoration projects and 14 water quality improvement projects for Sarasota Bay, totaling more than 900 acres of restored habitat and over 45,000 acres of watershed treated. The District's funding commitment will remain at IA 2004 funding levels. This funding commitment is contingent upon the Governing Board approving funding annually and is consistent with the funding levels the District provides annually to the Tampa Bay and Coastal and Heartland National Estuary Programs in our District.

Staff Recommendation:

Approve the Amendment to Sarasota Bay National Estuary Program Interlocal Agreement Sarasota Bay Estuary Program.

Presenters:

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

David Tomasko, Ph.D., Executive Director, Sarasota Bay Estuary Program

**AMENDMENT TO
SARASOTA BAY NATIONAL ESTUARY PROGRAM
INTERLOCAL AGREEMENT**

The Sarasota Bay National Estuary Program (SBNEP) Interlocal Agreement was executed and made effective October 1, 2004, (Agreement) by and between the following governmental entities: 1. City of Sarasota, a Florida municipal corporation; 2. City of Bradenton, a Florida municipal corporation; 3. Florida Department of Environmental Protection, a Florida state agency; 4. Sarasota County, a Florida political subdivision; 5. Manatee County, a Florida political subdivision; 6. Southwest Florida Water Management District, a public corporation of the State of Florida, and 7. Town of Longboat Key, a Florida municipal corporation, (collectively the "Parties" and each singularly a "Party").

1. Pursuant to Article Five Section 5.2 of the Agreement, The SBNEP possesses the responsibility to perform functions not inconsistent with the Agreement including providing that the Policy Board and the Management Board unanimously agree to adopt, change, amend and repeal any terms and provisions of the Agreement.

2. Pursuant to Article Nine section 9.4 the funding of the Parties established October 1, 2004 through the term of the Agreement will be funded by the Parties. Annual goals or targets for local contributions were established as follows:

Manatee County	\$50,000
Sarasota County	\$50,000
City of Sarasota	\$33,000
City of Bradenton	\$15,000
Town of Longboat Key	\$15,000
Southwest Florida Water Management District	\$133,000

3. Pursuant to Article Thirteen, the Agreement may be modified, altered or amended only by a written instrument subsequently executed by the parties hereto. The Parties hereto wish to amend the Agreement solely for the purpose to update the annual goals or targets currently identified for contribution to the SBNEP for its continued operation and implementation of its responsibilities to implement the CCMP and any other responsibility consistent with the Agreement. The following will be the goals and targets as agreed by the Parties as evidenced by the execution of this Amendment by each. The following have been agreed by the Parties:

Manatee County	\$80,000
Sarasota County	\$80,000
City of Sarasota	\$50,000
City of Bradenton	\$25,000
Town of Longboat Key	\$25,000
Southwest Florida Water Management District	\$133,000

4. Therefore, Article Nine section 9.4 is amended as follows:

9.4 Term Funding. *Subject to the provisions of Section 9.5 below, (of the Agreement) from the effective date of this Amendment, through the end of the term of the Agreement, all budgeted costs will be funded by SWFWMD, FDEP, Manatee and Sarasota County and the Cities of Sarasota and Bradenton. Annual goals or targets for local contributions will be made as follows: Manatee County \$80,000, Sarasota County \$80,000, City of Sarasota \$50,000 and City of Bradenton \$25,000, Town of Longboat Key \$25,000, and SWFWMD \$133,000 annually. The Policy Board also agrees to continue to work toward identifying matching resources for the Federal EPA grant to maximize the use of local funds.*

5. The remaining terms, covenants and conditions set forth in the existing Agreement that have not been specifically identified to be amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the Parties hereto.

6. The Agreement dated October 1, 2004 is attached hereto and incorporated herein as integral to this Amendment.

7. Pursuant to sections 13.13 and 13.14 of the Agreement, this Amendment will not be effective nor will it have any force and effect until all Parties have duly executed this Amendment and filed the Amendment pursuant to section 13.14 of the Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be executed under seal and it shall become effective upon completion of execution of all Parties and filing of the document in accordance with the sections above indicated.

Remainder of this page left blank intentionally

CONSENT AGENDA**October 22, 2024****Resource Management Committee: Minimum Flows and Minimum Water Levels Priority List and Schedule Update***Purpose*

To request approval of the District's 2024 priority list and schedule for the establishment of minimum flows, minimum water levels and reservations (i.e., priority list) prior to submission to the Florida Department of Environmental Protection (DEP).

Background/History

Pursuant to Sections 373.036(7) and 373.042(3), Florida Statutes, the District is required to annually update and submit its priority list to the DEP by November 15th, for approval, and include the approved priority list in the District's Consolidated Annual Report by March 1st. According to the most recent status assessment, of the 207 total established MFLs, 199 (96 percent) are met and 8 (4 percent) are not met based on hydrologic data collected through 2023.

Staff presented a draft 2024 priority list to the Public Supply Advisory Committee on August 6, 2024. No changes to the draft priority list were suggested during the committee meeting.

Staff subsequently presented the draft priority list to the Governing Board as a Submit & File Report item at the August 27, 2024 Board meeting. The draft priority list was posted to the District website and staff informed the DEP and other water management districts of its availability.

A public meeting for soliciting comment on the draft priority list was held on August 29, 2024 online using Microsoft Teams. A total of 20 individuals, including several District staff members, participated in the meeting. No specific comments or recommendations concerning changes to the draft priority list were provided during the public meeting.

On August 23, 2024, District staff met with DEP, South Florida Water Management District (SFWMD) and St. Johns River Water Management District (SJRWMD) staff to discuss each district's draft priority list, with an emphasis on prioritized water bodies in the Central Florida Water Initiative (CFWI) area. No changes to the District's draft priority list or those of the SFWMD and SJRWMD were identified during the meeting.

On September 6, 2024, District staff and staff from the SFWMD and SJRWMD facilitated a public meeting to solicit input on each district's draft priority list generally, and to specifically solicit input on prioritization of water bodies in the CFWI area. The meeting was held virtually online using Microsoft Teams. No additions, deletions or schedule changes were identified for water bodies on the District's priority list or those of the other two districts. No changes to the water bodies or schedule included in the draft 2024 priority list presented to the Board in August 2024 have been made.

Follow-Up Activities

In accordance with the annual requirement in the Florida Statutes, the District's 2024 priority list approved by the Governing Board will be submitted to DEP by November 15, 2024. At the request of

DEP, the priority list information will also be submitted to DEP in spreadsheet format to facilitate tracking of minimum flows, minimum levels, and reservation establishment.

Following DEP approval, the 2024 priority list will be incorporated into the District's 2025 Consolidated Annual Report that will be presented to the Board for consideration and approval in January and February 2025.

Benefits

The 2024 priority list includes water bodies for which the District anticipates establishment, i.e., adoption of minimum flows or minimum water levels and reservations by 2027. Once adopted, minimum flows and levels and reservations are used to support regional water supply planning and District regulatory programs.

Staff Recommendation:

See Exhibit

Approve the District's Minimum Flows and Minimum Water Levels 2024 Priority List and Schedule for submission to DEP for review and approval as required by Chapter 373, F.S.

Presenter:

Gabe Herrick, Ph.D., Lead Environmental Scientist, Natural Systems and Restoration Bureau

2024 Southwest Florida Water Management District Priority List and Schedule for the Establishment of Minimum Flows, Minimum Water Levels and Reservations

Overview

Pursuant to Sections 373.036(7) and 373.042(3), Florida Statutes (F.S.), the Southwest Florida Water Management District (District) is required to annually update its priority list and schedule for the establishment of minimum flows and minimum water levels, submit the updated list and schedule to the Florida Department of Environmental Protection (DEP) by November 15th for approval, and include the approved list and schedule in the District's Consolidated Annual Report by March 1st.

Minimum flows and minimum water levels are rules adopted by the state water management districts or DEP that define the limit at which further withdrawals would be significantly harmful to the water resources or ecology of the area. In addition to prioritized minimum flows and minimum water levels, the priority list and schedule must include reservations proposed for establishment. Reservations are rules that reserve water from use by permit applications, as necessary for the protection of fish and wildlife or public health and safety.

The District prepared this 2024 priority list and schedule to address all relevant statutory directives, and guidance concerning minimum flow, minimum water level, and water reservation prioritization included in Rules 62-40.473 and 62-40.474 within the State Water Resource Implementation Rule, Chapter 62-40, Florida Administrative Code (F.A.C.) and in Rule 62-41.304 within the Regulation of the Consumptive Use of Water Rule (Chapter 62-41, F.A.C.) of the DEP that address the Central Florida Water Initiative Area defined in Section 373.0465(2)(a), F.S.

Established Minimum Flows, Minimum Water Levels and Reservations

As of FY2023, District rules include minimum flows or minimum water levels for 207 water bodies (Chapter 40D-8, F.A.C.) and reservations for 2 water bodies (Chapter 40D-2, F.A.C.). As listed below, minimum flows or water levels are established for 126 lakes, 34 wetlands, 28 freshwater and estuarine river segments, 10 springs or spring groups (including all first magnitude springs and all second magnitude springs within the District that occur within state or federal lands purchased for conservation purposes), 7 Upper Floridan aquifer (UFA) sites in the northern Tampa Bay area, an UFA site in the Dover/Plant City area, and the UFA in the Most Impacted Area of the Southern Water Use Caution Area. In addition, 130 minimum flow or level reevaluations have been completed to confirm or support the revision or repeal of established minimum flows or minimum water levels. As also listed below, reservations have been established for Lake Hancock/Lower Saddle Creek and Morris Bridge Sink to support minimum flow recovery in 2 rivers.

Water Bodies with Adopted and Effective Minimum Flow and Minimum Water Level Rules, Including Those That Have Been Reevaluated

- Alafia River (upper segment)

- Alafia River (lower segment)/Lithia-Buckhorn Spring Group
- Anclote River (lower segment)
- Anclote River (upper segment)
- Braden River (upper segment)
- Charlie Creek
- Chassahowitzka River/Chassahowitzka Spring Group (an Outstanding Florida Spring) and Blind Spring (reevaluated)
- Citrus County Lakes – Ft. Cooper, Tsala Apopka – Floral City, Inverness, and Hernando Pools
- Crystal River/Kings Bay Spring Group (an Outstanding Florida Spring)
- Crystal Springs
- Dona Bay/Shakett Creek System
- Dover/Plant City Water Use Caution Area Minimum Aquifer Level
- Gum Slough Spring Run/Group
- Hernando County Lakes – Hunters (reevaluated), Lindsey (reevaluated), Mountain (reevaluated), Neff (reevaluated), Spring, Tooke, Weekiwachee Prairie, Whitehurst
- Highland County Lakes – Angelo, Anoka, Damon, Denton, Jackson (reevaluated), Little Lake Jackson (reevaluated), June-in-Winter, Letta (reevaluated), Lotela (reevaluated), Placid, Tulane, Verona
- Hillsborough County Lakes – Alice (reevaluated), Allen (reevaluated twice), Barbara (reevaluated), Bird (reevaluated twice), Brant (reevaluated twice), Calm (reevaluated), Carroll, Charles (reevaluated), Church (reevaluated), Crenshaw, Crescent, Crystal (reevaluated twice), Cypress (reevaluated), Dan (reevaluated), Deer (reevaluated), Dosson (reevaluated twice), Echo (reevaluated), Ellen (reevaluated), Fairy [Maurine] (reevaluated), Garden, Halfmoon (reevaluated), Hanna (reevaluated), Harvey (reevaluated twice), Helen (reevaluated), Hobbs (reevaluated twice), Hooker, Horse (reevaluated), Jackson (reevaluated), Juanita (reevaluated twice), Keene, Kell, Little Moon (reevaluated), Merrywater (reevaluated twice), Mound, Platt, Pretty, Rainbow (reevaluated), Raleigh, Reinheimer, Rogers, Round (reevaluated), Saddleback (reevaluated twice), Sapphire (reevaluated twice), Starvation, Stemper (reevaluated), Strawberry (reevaluated), Sunset (reevaluated twice), Sunshine (reevaluated twice), Taylor (reevaluated), Virginia (reevaluated twice), Wimauma (reevaluated)
- Hillsborough County Wetlands – Cypress Bridge 32 (reevaluated), Cone Ranch 1 (reevaluated), Cone Ranch 2 (reevaluated), Cone Ranch 3 (reevaluated), Cone Ranch 4 (reevaluated), Cone Ranch 5 (reevaluated), Cone Ranch 6 (reevaluated), Eldridge Wilde 11 (NW-44) (reevaluated), Morris Bridge Clay Gully Cypress (MBR-88) (reevaluated), Morris Bridge Entry Dome (MBR-35) (reevaluated), Morris Bridge Unnamed (MBR-16) (reevaluated), Morris Bridge X-4 (MBR-89) (reevaluated)
- Hillsborough River (lower segment) (reevaluated)
- Hillsborough River (upper segment)
- Homosassa River/Homosassa Spring Group (an Outstanding Florida Spring) (reevaluated)
- Horse Creek
- Little Manatee River (lower segment)
- Little Manatee River (upper segment)
- Levy County Lake – Marion (reevaluated)
- Marion County Lakes – Bonable, Little Bonable, Tiger
- Myakka River (lower segment)
- Myakka River (upper segment)
- Northern Tampa Bay – 7 Wells – Upper Floridan aquifer/Saltwater Intrusion
- Pasco County Lakes – Bell, Big Fish (reevaluated), Bird, Buddy (reevaluated), Camp (reevaluated), Clear (reevaluated), Crews, Green, Hancock (reevaluated), Iola, Jessamine,

- King, King [East], Linda, Middle, Moon (reevaluated), Padgett (reevaluated), Parker aka Ann, Pasadena (reevaluated), Pierce (reevaluated), Unnamed #22 aka Loyce
- Pasco County Wetlands – Cross Bar Q-1 (reevaluated), Cross Bar T-3 (reevaluated), Cypress Bridge 4 (reevaluated), Cypress Bridge 16 (reevaluated), Cypress Bridge 25 (reevaluated), Cypress Creek W-56 (G) (reevaluated), Cypress Creek W-11 (reevaluated), Cypress Creek W-12 (reevaluated), Cypress Creek W-17 (reevaluated), North Pasco 3 (reevaluated), North Pasco 21 (reevaluated), South Pasco 2 (NW-49) (reevaluated), South Pasco 6 (NW-50) (reevaluated), South Pasco South Cypress (reevaluated), Starkey Central (reevaluated), Starkey Eastern (S-73) (reevaluated), Starkey M (S-69) (reevaluated), Starkey N (reevaluated), Starkey S-75 (reevaluated), Starkey S-99, Starkey Z (reevaluated)
 - Peace River (lower segment) (reevaluated twice)
 - Peace River (middle segment)
 - Peace River (three upper segments – "low" minimum flows)
 - Pinellas County Wetland – Eldridge Wilde 5
 - Pithlachascotee River (lower segment)
 - Pithlachascotee River (upper segment)
 - Polk County Lakes – Annie, Aurora, Bonnie, Clinch (reevaluated), Crooked (reevaluated), Crystal, Dinner, Eagle (reevaluated), Easy, Eva, Hancock, Lee, Lowery, Mabel, McLeod (reevaluated), North Lake Wales, Parker (reevaluated), Starr (reevaluated), Venus, Wailes (reevaluated)
 - Rainbow River/Rainbow Spring Group (an Outstanding Florida Spring)
 - Shell Creek (lower segment)
 - Sulphur Springs
 - Sumter County Lakes – Big Gant, Black, Deaton, Miona, Okahumpka, Panasoffkee
 - Southern Water Use Caution Area – Upper Floridan aquifer
 - Tampa Bypass Canal
 - Weeki Wachee River/Weeki Wachee Spring Group (an Outstanding Florida Spring)

Water Bodies with Adopted and Effective Reservation Rules

- Lake Hancock/Lower Saddle Creek (water reserved to contribute to achieving minimum flows adopted for the three upper segments of the Peace River for the protection of fish and wildlife)
- Morris Bridge Sink (water reserved to contribute to achieving or maintaining minimum flows adopted for the lower segment of the Hillsborough River for the protection of fish and wildlife)

Prioritized Water Bodies for Establishment or Reevaluation of Minimum Flows and Minimum Water Levels

Minimum flows and minimum water levels proposed for establishment or reevaluation through 2027 are listed by water body name in tabular form below. The single reservation prioritized for reevaluation during this period is also listed below.

System name is provided for each water body to distinguish waterbodies that may be part of a larger system. Water body type, i.e., lake, river, river-estuary, spring, or aquifer is identified along with water body location information. Spring magnitude based on flow rate is provided for prioritized spring systems.

District intent regarding completion of voluntary, independent, scientific peer review is also identified for each water body. Voluntary scientific peer review is proposed for minimum flows

development or reevaluation for all prioritized river segments and the single prioritized minimum aquifer level reevaluation based on the expected level of complexity of these minimum flows and levels, and the anticipated degree of public concern regarding their development. None of the prioritized lake minimum levels are expected to be subjected to voluntary scientific peer review, based on anticipated use of previously peer-reviewed criteria for their development.

Prioritized water bodies that may be affected by withdrawals occurring in other water management districts due to cross-boundary impacts are identified to support coordination of regulatory activities among the districts and DEP. This includes those specifically associated with withdrawals from within the Central Florida Water Initiative area. Development of minimum flow or water levels by the DEP for any of these water bodies is not, however, currently considered necessary or appropriate.

The status of rulemaking for each prioritized water body is also listed.

Minimum Flows and Minimum Water Levels to be Adopted in 2024.

New or Re-Evaluation	Waterbody Name or Compliance Point	System Name ^a	Waterbody Type	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent Water Management District?	Latitude	Longitude	Rulemaking Status ^b
Reevaluation (first)	Angelo, Lake	Angelo, Lake	Lake	Highlands	No	Yes	27.5861	-81.4665	N/A
Reevaluation (first)	Denton, Lake	Denton, Lake	Lake	Highlands	No	Yes	27.5563	-81.4893	N/A

Minimum Flows and Minimum Water Levels to be Adopted in 2025.

New or Re-Evaluation	Waterbody Name or Compliance Point	System Name ^a	Waterbody Type	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent Water Management District?	Latitude	Longitude	Rulemaking Status ^b
Reevaluation (first)	Aurora, Lake	Aurora, Lake	Lake	Polk	No	Yes ^c	27.8791	-81.4655	N/A
Reevaluation (first)	Bonnie, Lake	Bonnie, Lake	Lake	Polk	No	Yes ^c	27.9118	-81.557	N/A
Reevaluation (second)	Eagle Lake	Eagle Lake	Lake	Polk	No	Yes ^c	27.9867	-81.7665	N/A
Reevaluation (first)	Eva, Lake	Eva, Lake	Lake	Polk	No	Yes ^c	28.0952	-81.6281	N/A
Reevaluation (first)	North Lake Wales	North Lake Wales	Lake	Polk	No	Yes ^c	27.9096	-81.5805	N/A
Reevaluation (first)	Peace River (upper segment, U.S. Geological Survey Zolfo Springs gage to U.S. Geological Survey Ft. Meade gage)	Peace River (upper segment, U.S. Geological Survey Zolfo Springs gage to U.S. Geological Survey Ft. Meade gage)	River	Hardee, Polk	Yes	Yes ^c	27.5042	-81.8011	N/A
Reevaluation (first)	Peace River (upper segment, U.S. Geological Survey Ft. Meade gage to U.S. Geological Survey Bartow gage)	Peace River (upper segment, U.S. Geological Survey Ft. Meade gage to U.S. Geological Survey Bartow gage)	River	Polk	Yes	Yes ^c	27.7511	-81.7822	N/A

New or Re-Evaluation	Waterbody Name or Compliance Point	System Name ^a	Waterbody Type	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent Water Management District?	Latitude	Longitude	Rulemaking Status ^b
Reevaluation (first)	Peace River (upper segment, upstream of U.S. Geological Survey Bartow gage)	Peace River (upper segment, upstream of U.S. Geological Survey Bartow gage)	River	Polk	Yes	Yes ^c	27.9019	-81.8175	N/A
New	Withlacoochee River (upper segment, U.S. Geological Survey Holder gage to U.S. Geological Survey Wysong gage)	Withlacoochee River (upper segment, U.S. Geological Survey Holder gage to U.S. Geological Survey Wysong gage)	River	Citrus, Marion, Sumter	Yes	Yes	28.9886	-82.3497	N/A
New	Withlacoochee River (upper segment, U.S. Geological Survey Wysong gage to U.S. Geological Survey Croom gage)	Withlacoochee River (upper segment, U.S. Geological Survey Wysong gage to U.S. Geological Survey Croom gage)	River	Citrus, Sumter, Hernando	Yes	No	28.8231	-82.1833	N/A
New	Withlacoochee River (upper segment, upstream of U.S. Geological Survey Croom gage)	Withlacoochee River (upper segment, upstream of U.S. Geological Survey Croom gage)	River	Hernando, Sumter, Pasco, Lake, Polk	Yes	Yes ^c	28.5925	-82.2222	N/A

Minimum Flows and Minimum Water Levels to be Adopted in 2026.

New or Re-Evaluation	Waterbody Name or Compliance Point	System Name ^a	Waterbody Type	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent Water Management District?	Latitude	Longitude	Rulemaking Status ^b
Reevaluation (first)	Gum Slough Spring Group	Gum Slough Spring Group	Spring (2 nd magnitude)	Sumter	Yes	Yes	28.9511	-82.2500	N/A
New	Withlacoochee River (lower segment)	Withlacoochee River (lower segment)	River-Estuary	Citrus, Levy	Yes	Yes	29.0208	-82.6381	N/A

New or Re-Evaluation	Waterbody Name or Compliance Point	System Name ^a	Waterbody Type	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent Water Management District?	Latitude	Longitude	Rulemaking Status ^b
Reevaluation (first)	Southern Water Use Caution Area Saltwater Intrusion Minimum Aquifer Level (SWIMAL)	Southern Water Use Caution Area Saltwater Intrusion Minimum Aquifer Level (SWIMAL)	Aquifer	Hillsborough, Manatee, Sarasota	Yes	No	27.5603	-82.4013	N/A
Reevaluation (first)	Anoka, Lake	Anoka, Lake	Lake	Highlands	No	Yes	27.5805	-81.5121	N/A
Reevaluation (first)	Easy, Lake	Easy, Lake	Lake	Polk	No	Yes ^c	27.8581	-81.5620	N/A
Reevaluation (second)	Starr, Lake	Starr, Lake	Lake	Polk	No	Yes ^c	27.9566	-81.5874	N/A

Minimum Flows and Minimum Water Levels to be Adopted in 2027.

New or Re-Evaluation	Waterbody Name or Compliance Point	System Name ^a	Waterbody Type	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent Water Management District?	Latitude	Longitude	Rulemaking Status ^b
Reevaluation (first)	Crystal River	Crystal River	River-Estuary	Citrus	Yes	No	28.9064	-82.6239	N/A
Reevaluation (first)	Kings Bay Spring Group (OFS)	Crystal River	Spring (1 st magnitude)	Citrus	Yes	No	28.9064	-82.6239	N/A
Reevaluation (second)	Jackson, Lake	Jackson, Lake	Lake	Highlands	No	Yes	27.4910	-81.4624	N/A
Reevaluation (second)	Letta, Lake	Letta, Lake	Lake	Highlands	No	Yes	27.5603	-81.4617	N/A
Reevaluation (second)	Little Lake Jackson	Little Lake Jackson	Lake	Highlands	No	Yes	27.4677	-81.4635	N/A
Reevaluation (second)	Lotela, Lake	Lotela, Lake	Lake	Highlands	No	Yes	27.5772	-81.4820	N/A

Reservations Priority List.

Waterbody Name	Waterbody Type	County(s)	Proposed Year	Rulemaking Status ^b
Hancock, Lake/Lower Saddle Creek (reevaluation)	Lake, River	Polk	2025	N/A

^a System name identifies larger system that the water body is associated with for minimum flows or minimum water levels rule development; otherwise, system name is same as waterbody name or compliance point.

^b Last rulemaking action taken: Notice of Rule Development published; Notice of Proposed Rule published; Rule challenge pending; Rule adopted, Ratification not required; Rule adopted, Awaiting ratification; Rule adopted, Ratified. N/A indicates formal rulemaking has not been initiated.

^c Potential cross-boundary withdrawal impacts from adjacent water management district associated with the Central Florida Water Initiative area.

CONSENT AGENDA

October 22, 2024

Operations, Lands and Resource Monitoring Committee: Release of Reservation of Right of Entry for the Purpose of Exploration for Phosphates, Minerals, Metals and Petroleum; SWF Parcel No. 20-708-128S (Charlotte County)

Purpose

Approval and execution of a Release of Right of Entry for the Purpose of Exploration for Phosphates, Minerals, Metals and Petroleum between the Southwest Florida Water Management District (District) and Charlotte Sarasota Holdings, LLP (CSH).

Background/History

In April 2004, at the request of The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (BOT), the District joined in a Settlement Agreement between the BOT and CSH for the exchange land jointly owned by the District and BOT (SWF Parcel No. 20-708-128S) and the granting of a non-exclusive easement in the Charlotte Harbor Project for lands in RV Griffin Reserve Project. A location map and site map are attached as Exhibits 1 and 2, respectively.

Pursuant to the Settlement Agreement, a copy of which is attached as Exhibit 3, the District transferred its ownership interest to CSH as evidenced by the quit claim deed recorded in Official Records Book 2742, Page 446-448 of the Public Records of Charlotte County, Florida, a copy of which is attached as Exhibit 4. The quit claim deed from the District to CSH is subject to all outstanding easements, reservations and other interests and does not contain the language necessary for the release of certain mineral rights which are reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors pursuant to Florida Statute 270.11(1).

CSH is now under contract to sell SWF Parcel No. 20-708-128S and has requested from the District and BOT a release of the right of entry for the purpose of exploration for phosphates, minerals, metals and petroleum as provided for in Florida Statute 270.11(2)(b). BOT provided a release of reservation to CSH on August 9, 2024. The Districts Release of Reservation of Right of Entry is attached as Exhibit 5.

Benefits/Cost

Release of these reservations will create an efficiency to the District by no longer managing this interest to the property. There are no costs associated with the execution of this Release of Right of Entry for the Purpose of Exploration for Phosphates, Minerals, Metals and Petroleum.

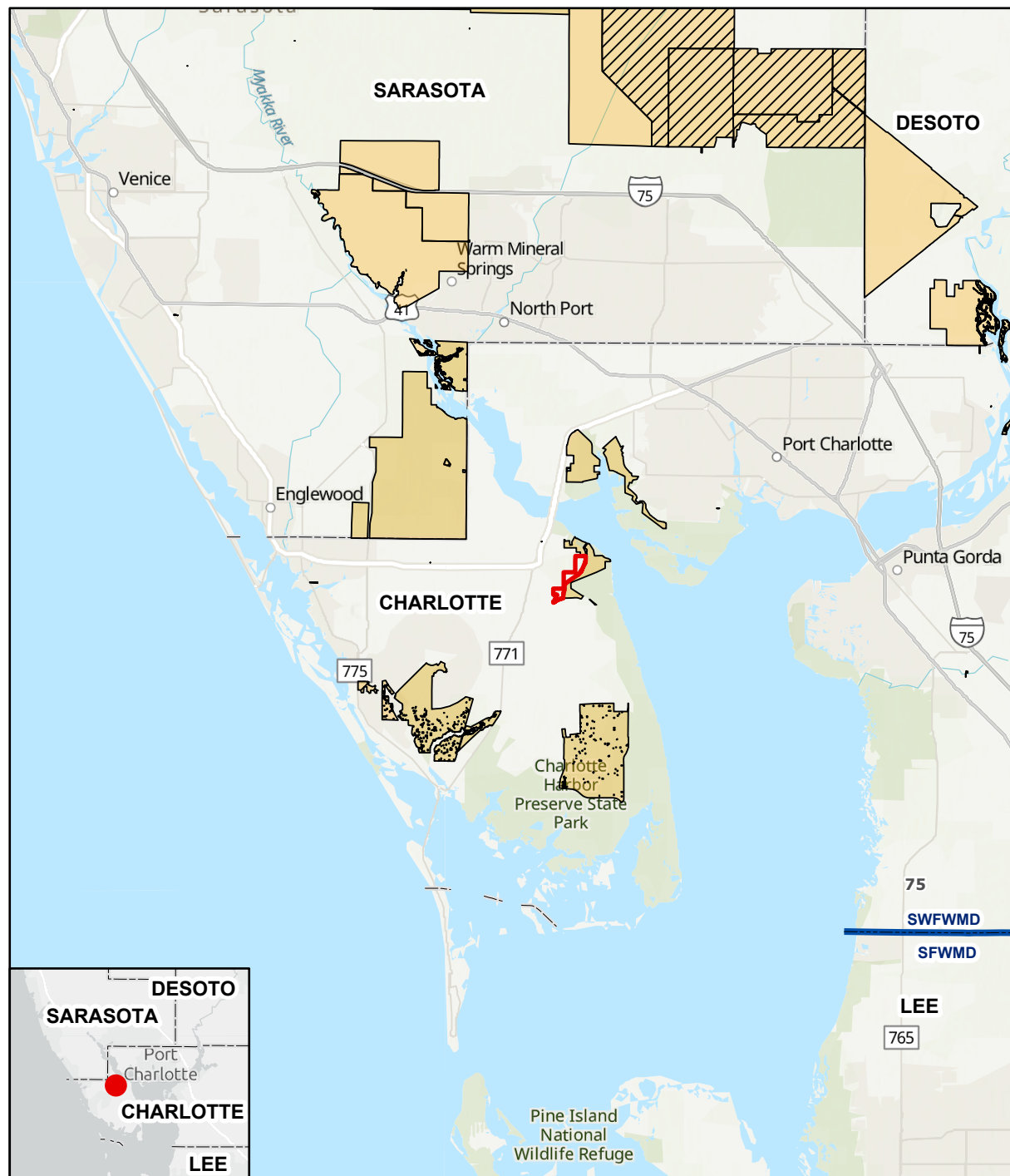
Staff Recommendation:

- Approve the Release of Reservation for Right of Entry for the Purpose of Exploration for Phosphates, Minerals, Metals and Petroleum and authorize the Chair to execute the document; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

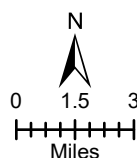
Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1
Charlotte Harbor State Park
SWF Parcel No. 20-708-128S Location Map



Esri, NASA, NGA, USGS, University of South Florida, Charlotte County, Sarasota County GIS, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS, University of South Florida, Charlotte County, FDEP, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS

- SWF Parcel No. 20-708-128S
- District Owned Lands Fee Simple
- District Owned Land Easements
- County Boundary
- WMD Boundary



Southwest Florida
 Water Management District

Exhibit 2
Charlotte Harbor State Park
SWF Parcel No. 20-708-128S Site Map



Charlotte County, Earthstar Geographics, University of South Florida, Charlotte County, FDEP, Esri, TomTom, Garmin, SageGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

- SWF Parcel No. 20-708-128S
- District Owned Lands Fee Simple

0 1,000 2,000
 Feet



Southwest Florida
 Water Management District

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR CHARLOTTE COUNTY, FLORIDA

CIVIL ACTION

SOUTH FLORIDA LAND HOLDINGS,
LLC, a Florida limited liability company, and
CHARLOTTE SARASOTA HOLDINGS, LLP,

Plaintiffs,

v.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND,

Defendant.

Case No. 01-1262CA

Charlotte County Clerk
C1948864 Date: 04/20/04 - 10:40:23 id: 4
Case#: 01001262CA Pages: 0038



SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into this 2 day of April, 2004,
by and between the Plaintiffs, SOUTH FLORIDA LAND HOLDINGS, LLC, a
Florida limited liability company (hereinafter "SFLH") and CHARLOTTE
SARASOTA HOLDINGS, LLP, (hereinafter "CSH"), and the Defendant, BOARD OF
TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (hereinafter
"BOT").

WITNESSETH:

WHEREAS, SFLH and CSH and the BOT have been involved in an action
pending in the Twentieth Judicial Circuit Court of the State of Florida (Case No. 01-
1262 CA) (hereinafter referred to as the "Lawsuit") wherein SFLH and CSH and the

BOT each allege to be the fee simple owner of the same subject real property (hereinafter referred to as the "Disputed Lands"); and,

WHEREAS, SFLH filed a Complaint against the BOT seeking to quiet title to the Disputed Lands; and,

WHEREAS, subsequent to filing its (SFLH) Complaint against the BOT, SFLH conveyed the Disputed Lands to CSH on October 30, 2002; and,

WHEREAS, SFLH, CSH and the BOT are desirous of resolving the litigation between and amongst them; and,

WHEREAS, the Southwest Florida Water Management District (hereinafter the "District") consents to the terms and conditions of this Agreement set forth herein that relate to it; and,

WHEREAS, South Florida Ranch, LLC, a Florida limited liability company, consents to this Agreement and the terms and conditions set forth herein that relate to it; and,

WHEREAS, the Department of Environmental Protection's Division of State Lands (hereinafter "Division of State Lands") serves as the staff to the BOT; and,

WHEREAS, the Plaintiffs and Defendant agree that to resolve the dispute and settle the title to the Disputed Lands, the parties to this Agreement will complete transactions subject to certain terms and conditions as set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, it is hereby stipulated and agreed by and between

the parties hereto as follows:

1. Recitals. The recitals set forth above are true and accurate, and by this reference republished herein.

2. Terms. As used in this Agreement, the following terms carry the associated definitions:

a. The term "SFLH" means Plaintiff, South Florida Land Holdings, LLC, its members, managers, attorneys, principals, agents, successors, assigns and legal representatives.

b. The term "CSH" means Plaintiff, Charlotte Sarasota Holdings, LLP, a Florida limited liability partnership, its members managers, attorneys, principals, agents, successors, assigns, and legal representatives.

c. The term "BOT" means the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, which is a collegial body consisting of the Governor and Cabinet, and whose existence is reaffirmed under Section 253.001, Florida Statutes, and its successors, officers, staff, agents, attorneys, assigns and legal representatives.

d. The term "Southwest Florida Water Management District" means the District Governing Board of the Southwest Florida Water Management District.

e. The term "South Florida Ranch, LLC" means its members, managers, attorneys, principals, agents, successors, assigns and legal representatives.

f. The term "Disputed Lands" consisting of approximately 375 acres means the lands described in Exhibit "A" attached to this Agreement, which

lands are the subject of the extant lawsuit and form part of said Agreement.

g. The term "BOT Lands" means the Disputed Lands less the Retained Site described in paragraph 2.h. below, plus approximately 58 acres of land owned by CSH, which lands are more specifically described in Exhibit "A2" attached to this Agreement. The 58 acres which comprise part of the BOT Lands and which are specifically described in Exhibit "A2" are listed on the State of Florida's Florida Forever "A" List.

h. The term "Retained Site" consists of approximately 25 acres of uplands and 5 acres of privately owned submerged lands which were dredged from uplands. The Retained Site is located within the Disputed Lands and is more specifically described in the sketch set forth in Exhibit "A1" attached to this Agreement. The exact legal description of the Retained Site will be determined by a Division of State Lands' approved surveyor prior to closing. Nothing herein shall be construed as an agreement between the BOT and CSH as BOT's consent to any use of the Retained Site nor shall it be construed to require, encourage, or discourage Charlotte County to grant approval of any use or development of the Retained Site.

i. The term "776 Property" consisting of approximately 12 acres means the lands located in Charlotte County, Florida, which are listed on the State of Florida's Florida Forever "A" List and are specifically described in Exhibit "A3."

3. South Florida Ranch, LLC Sale of District Lands to CSH. South Florida Ranch, LLC hereby agrees to sell to CSH and CSH agrees to purchase from South Florida Ranch, LLC real property located in DeSoto County (hereinafter referred


to as the "District Lands"), consisting of approximately 93.44 acres, approximately one-half acre of which is a former state mandated cattle dip site (hereinafter the "Cattle Dip Site"), for the price of Three Thousand Five Hundred Dollars (\$ 3,500.00) per acre. The District Lands are described in Exhibit "B" attached to this Agreement. CSH shall convey the District Lands to the District, as more specifically set forth in paragraph 4a herein. The District has actual knowledge that some or all of the Cattle Dip Site is contaminated with arsenic and DDT, and that monitoring wells were previously installed by Atlantic Gulf Communities Corporation around the Cattle Dip Site on or about the time the District purchased the surrounding lands from Atlantic Gulf Communities Corporation.

4. Interests Conveyed and Terms and Conditions of Closing. The simultaneous transactions, set forth below, shall occur at closing between the parties:

a. Conveyance of District Lands, 776 Property, and BOT Lands.

At closing CSH shall execute and deliver to the BOT a special warranty deed conveying marketable fee simple title to the 776 Property, and the BOT Lands together with all existing improvements, easements and appurtenances. CSH shall also execute and deliver to the District a special warranty deed conveying marketable fee simple title to the District Lands together with all existing improvements, easements and appurtenances. The special warranty deeds shall also convey all timber rights, water rights and mineral rights, including any oil and gas rights and all other rights, title and interest of CSH in the District Lands, the 776 Property, and the BOT Lands, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other

encumbrances of record, as well as those that exist and are known by CSH or of which CSH has constructive notice but are not recorded in the public records of Charlotte County and DeSoto County, Florida, except for those that are acceptable encumbrances in the opinion of the Division of State Lands and do not impair the marketability of the title to the District Lands, the 776 Property, and BOT Lands.

 b. Conveyance of District/BOT Land. The District and the BOT shall execute, deliver and convey to CSH by quitclaim deed any interest they hold in the approximately 210 acres, (hereinafter referred to as "District/BOT Land") which is more particularly described in Exhibit "C" attached to this Agreement. The quitclaim deed shall contain a perpetual restrictive covenant which limits residential development of the District/BOT Land to 1.5 units per acre. The restrictive covenant shall only apply to limit the number of residential units that can be developed on the District/BOT Land, and shall not limit CSH and its successors and assigns from developing any other improvement on the District/BOT Land that complies with the existing or future Charlotte County Zoning Code or that may be approved under a planned unit development. CSH agrees to obtain all required federal, state, and local regulatory approvals and permits prior to the construction of any improvements on the District/BOT Land. Nothing herein shall be construed to bind, require, or encourage Charlotte County to increase current allowable residential density from its current Preservation land use designation of one development unit per 40 acres. CSH agrees to obtain all required federal, state and local regulatory approval and permits prior to any construction.

c. Quitclaim Deed. The BOT shall quitclaim all of its right, title and interest in and to the District Lands to the District.

d. Easements.

(i) The BOT and the District shall grant CSH and their successors and assigns a non-exclusive seventy foot (70') ingress, egress, drainage; and utility easement over the BOT and the District property in order to grant CSH ingress, egress, drainage, and utility access to and from the Retained Site (the "BOT/District Easement"). The BOT/District Easement is shown in Exhibit "D" or, alternatively, in Exhibit "D1" attached to this Agreement. The BOT/District Easement shall be located over "D" or "D1" but not both. CSH shall obtain a survey at CSH's expense to determine the exact legal description for Exhibits "D" and "D1". The granting of the easement shall not be construed as an agreement between BOT and CSH as BOT consent to any use of the Retained Site, nor shall it be construed to require or encourage Charlotte County to grant approval of any use or development of the Retained Site.

(ii) As soon as this Agreement has been signed by all the parties, and approved by the Governor and Cabinet of the State of Florida sitting as the Board of Trustees of the Internal Improvement Trust Fund and the District's Governing Board in accordance with Paragraph 14. of this Agreement, the BOT, District, and CSH shall mutually agree upon the terms and provisions of BOT/District Easement. As soon as practicable, the BOT/District Easement shall be executed by the applicable parties, and the original BOT/District Easement shall be held in escrow by the law firm

of McKinley, Ittersagen, Gunderson & Berntsson, P.A. until closing.

(iii) CSH shall pay for the construction of a shell road over and across the BOT/District Easement identified in Exhibits "D" or "D1" and the Mutual Easement identified in Exhibit "E" attached to this Agreement (the "Road"). CSH agrees to commence and complete construction of the Road within five (5) years after the closing date set forth in Paragraph 4.h. CSH's obligation to construct the Road shall survive the closing and the delivery of the deeds and easements described in this paragraph 4.

e. Occupancy.

(i) CSH represents that at closing there will be no parties in occupancy of the BOT Lands, the 776 Property, and the District Lands, other than CSH. CSH shall deliver possession of the BOT Lands, the 776 Property, and the District Lands at closing. SFLH and CSH agree that from the date this Agreement is executed, the duly authorized agents of the BOT and the Department of Environmental Protection shall have at all times the right and privilege of entering the, the 776 Property, BOT Lands, and the District Lands prior to the closing referenced in paragraph 4.h. below, for all lawful purposes in connection with this Agreement.

(ii) BOT and the District represent that at closing there will be no parties in occupancy of the District/BOT Land other than the BOT and the District. BOT and the District shall deliver possession of the District/BOT Land at closing. BOT and the District agree that from the date this Agreement is executed, the duly authorized agents of CSH shall have at all times the right and privilege of entering

the District/BOT Land prior to the closing referenced in paragraph 4.h. below, for all lawful purposes in connection with this Agreement.

f. Taxes and Assessments.

(i) All real estate taxes and assessments which are or may become liens against the BOT Lands, the 776 Property, and the District Lands shall be satisfied of record by CSH at or before closing, pursuant to Section 196.295, Florida Statutes.

(ii) All real estate taxes and assessments which are or may become liens against the District/BOT Land shall be satisfied of record by the BOT and the District at or before closing, pursuant to Section 196.295, Florida Statutes.

g. Risk of Loss and Condition of the Real Property.

(i) CSH assumes all risk of loss or damage to the BOT Lands, the 776 Property, and the District Lands to the date of closing and warrants that the respective properties shall be transferred and conveyed to the BOT in the same or essentially the same condition as exists at the date of execution of this Agreement except for acts of God and ordinary wear and tear.

(ii) BOT and the District assume all risk of loss or damage to the District/BOT Land to the date of closing and warrants that the property shall be transferred and conveyed to CSH, in the same or essentially the same condition as exists at the date of execution of this Agreement except for acts of God and ordinary wear and tear.

h. Place of Closing and Date. Closing shall be held at the offices of a closing agent designated by the Department of Environmental Protection at a time agreed upon by the parties. The closing date shall be on or before June 30, 2004. In the event the parties are unable to obtain in good faith after due diligence the surveys and other items that are required for closing by June 30, 2004, then the parties mutually agree to extend the closing to on or before December 31, 2004.

i. Documents for Closing. No later than ten (10) days prior to closing, CSH shall submit to the Division of State Lands, on behalf of the BOT, a properly completed and executed Beneficial Interest and Disclosure Affidavit as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes, attached as Exhibit "F" to this Agreement for the BOT Lands, the 776 Property, and District Lands. CSH shall execute a special warranty deed, title, possession and lien affidavits, closing statements and any corrective instruments that may be required in connection with perfecting the title to the BOT Lands, the 776 Property, and the District Lands. The BOT and District shall execute a quitclaim deed, title, possession and lien affidavits, closing statements and any corrective instruments that may be required in connection with perfecting CSH with title to the District/BOT Land. All of the closing documents must be reviewed and approved by the Division of State Lands and CSH within 10 days prior to closing.

j. Closing Costs.

(i) CSH will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance of the BOT Lands, the 776

Property, District/BOT Land, and the District Lands described in this paragraph 4. The cost of recording the deeds required by paragraph 4, and any other recordable instruments which the Division of State Lands deems necessary to assure good and marketable title to the BOT Lands, the 776 Property, and District Lands shall be split evenly between CSH and the BOT.

k. Survey.

(i) Prior to closing, CSH agrees to have the BOT Lands surveyed at its own expense, and the BOT agrees to have the 776 Property surveyed at its own expense. These surveys must meet the standards and requirements of the Division of State Lands. A copy of the respective surveys shall be provided to the BOT and CSH at least thirty (30) days prior to closing. The surveys shall be certified to the BOT, the District, CSH, and the title insurer and the date of certification shall be within ninety (90) days before the date of closing, unless this ninety (90) day period is waived by the Division of State Lands and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the surveys, certified by a registered Florida land surveyor, show any encroachments on any of the properties, the same shall be treated as a title defect.

(ii) Prior to closing, the District agrees to have the District Lands and District/BOT Land surveyed at its own expense. The District Lands and District/BOT Land surveys must meet the standards and requirements of the Division of State Lands. A copy of the District/BOT Land survey shall be provided to CSH at

least thirty (30) days prior to closing. The District/BOT Land survey shall be certified to the BOT, the District, CSH, and the title insurer and the date of certification shall be within ninety (90) days before the date of closing, unless this ninety (90) day period is waived by CSH and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the District/BOT Land survey, certified by a registered Florida land surveyor, shows any encroachments on the District/BOT Land, the same shall be treated as a title defect. A copy of the District Lands' survey shall be certified to the BOT, the District, CSH, and the title insurer and the date of certification shall be within ninety (90) days before the date of closing, unless this ninety (90) day period is waived by the BOT, the District, and the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the District Lands' survey, certified by a registered Florida land surveyor, shows any encroachments on the District Lands, the same shall be treated as a title defect.

1. Title Insurance.

- (i) Prior to closing, CSH shall at its own expense, obtain a marketable title insurance commitment to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company selected by the Division of State Lands, insuring marketable title to the 776 Property and the BOT Lands in the amount of the Division of State Lands approved appraised combined value of the 776 Property and BOT Lands.

(ii) Prior to closing, the BOT, shall at its own expense, obtain a marketable title insurance commitment to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company selected by the Division of State Lands, insuring marketable title to the District/BOT Land and District Lands in the amount of the Division of State Lands approved appraised value of the District/BOT Land and District Lands.

m. Environmental Assessment.

(i) Prior to closing, CSH shall conduct an environmental site assessment of the BOT Lands, and the BOT shall conduct an environmental site assessment of the 776 Property. The District already possesses an environmental site assessment for the District Lands. A copy of the environmental site assessment for the BOT Lands and the 776 Property shall be furnished to the BOT and District prior to closing. If the environmental site assessment report indicates the presence of contamination existing on the BOT Lands and/or the 776 Property, CSH may in its sole discretion and at its sole cost and expense, remove the contamination from the affected property or properties to the satisfaction of the BOT. On the other hand, if CSH elects not to remove the contamination from the affected property or properties, the BOT can exercise the following options: a) close on the transactions set forth in this paragraph 4. or b) terminate this Agreement thereupon relieving all parties from further obligations under this Agreement. Notwithstanding the foregoing, the BOT and District acknowledge that the Cattle Dip Site is contaminated with arsenic and DDT, and that CSH shall have no obligation whatsoever to remove the contamination from the Cattle

Dip Site. The BOT and District are acquiring the Cattle Dip Site in its "WHERE IS, AS IS" condition. Nothing contained herein shall operate to prevent the BOT from terminating this Agreement subject to item b) of this subparagraph 4.m.(i).

(ii) Prior to closing, the BOT shall conduct an environmental site assessment of the District/BOT Land. A copy of the environmental site assessment shall be furnished to CSH prior to closing. If the environmental site assessment report indicates the presence of contamination existing on the property, the BOT and the District may in its sole discretion and at its sole cost and expense, remove the contamination from the affected property to the satisfaction of CSH. On the other hand, if the BOT and the District elect not to remove the contamination from the affected property, CSH can exercise the following options: a) close on the transactions set forth in this paragraph 4. or b) terminate this Agreement thereupon relieving all parties from further obligations under this Agreement.

n. Defects in Title.

(i) If the title insurance commitment or surveys furnished pursuant to this Agreement for the BOT Lands, the 776 Property, and the District Lands discloses any defects in title, CSH shall, at its own expense, and after notice from the BOT, remove and cure all title defects which affect the marketability of title to the District Lands, the 776 Property, and BOT Lands within a reasonable time, including the bringing of necessary suits. CSH warrants that during its period of ownership of the District Lands, the 776 Property, and BOT Lands, it will do nothing to change the marketability of the title to the properties. If CSH is unsuccessful in

removing title defects affecting the marketability of the title to the respective properties referenced in this paragraph within said time the BOT shall have the option to either:

(a) accept the title as it then is, (b) extend the amount of time that CSH has to remove and cure the defects in title, or (c) terminate this Agreement, thereupon releasing all parties from all further obligations under this Agreement.

(ii) If the title insurance commitment or surveys furnished pursuant to this Agreement for the District/BOT Land discloses any defects in title, the BOT shall, at its own expense, and after notice from CSH, remove and cure all title defects which affect the marketability of title to the District/BOT Land, and within a reasonable time, including the bringing of necessary suits. BOT and the District warrant that during its period of ownership of the District/BOT Land, it will do nothing to change the marketability of the title to the property. If the BOT and the District are unsuccessful in removing title defects affecting the marketability of the title to the District/BOT Land referenced in this paragraph within said time CSH shall have the option to either: (a) accept the title as it then is, (b) extend the amount of time that the BOT and the District have to remove and cure the defects in title, or (c) terminate this Agreement, thereupon releasing all parties from all further obligations under this Agreement.

o. Default. If for any reason any party fails, neglects or refuses to perform under this Agreement, the other parties shall be entitled to seek specific enforcement of this Agreement.

5. Voluntary Dismissal of Lawsuit. Upon the closing of the respective

properties described in this Agreement between the BOT, SFLH, CSH, the District, and South Florida Ranch, LLC, and the simultaneous transactions required to satisfy the terms and conditions set forth in this Agreement, SFLH and CSH agree to file a voluntary dismissal with prejudice of their Complaint against the BOT in the Twentieth Circuit Court (Charlotte County), Case No. 01-1262-CA. SFLH and CSH shall provide the BOT with an order, which dismisses the case, with prejudice, and further provides that each party is to bear its own costs and attorney's fees.

6. Waiver of Claims. SFLH and CSH waive as completely satisfied any and all claims or potential claims by SFLH and CSH, their agents, successors and assigns as contemplated and described in paragraph 7. below. BOT waives as completely satisfied any and all claims or potential claims by BOT, its agents, successor and assigns as contemplated and described in paragraph 7. below.

7. Specific Release. Upon signing this Settlement Agreement, and approval of same by the District and the BOT, the BOT, CSH and SFLH hereby unconditionally and fully release, remise, acquit, satisfy, and forever discharge one another of and from any and all obligations, claims, debts, demands, covenants, contracts, guarantees, promises, agreements, (both express and implied), warranties (both express and implied), liabilities, lawsuits, controversies, costs, expenses, attorneys fees, actions or causes of action of any nature whatsoever, at law or in equity, whether foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, direct or indirect, latent or patent, discoverable or undiscoverable, which may be had or which any of the parties to this Agreement ever had, now have or can, shall, or may

hereafter have before any federal, state, or local authority, agency, department, or court, upon or by reason of any matter, cause occurrence, event, relationship, transaction or thing whatsoever from the date of admission of the State of Florida to the Union on March 3, 1845, to the date of this release, related to or arising out of, but not limited to, any of the following:

a) The Lawsuit and allegations and demands asserted in the Lawsuit including but not limited to any claims made or allegations asserted in the BOT affirmative defenses filed in the Lawsuit; and

b) Any act or failure to act related to the subject matter of the Lawsuit which could have been asserted in the Lawsuit.

Notwithstanding the above, this release does not relieve the parties from their obligations and rights arising under this settlement agreement.

8. Binding Agreement; Legal Representation. The parties hereto affirm that they have freely and voluntarily entered into this Agreement, fully intending to be bound by it. All parties stipulate that they have been represented by counsel of their own choosing and have been fully advised as to the terms and effect of this Agreement. All parties agree that the law firm of McKinley, Ittersagen, Gunderson & Berntsson, P.A. is not providing legal representation to Dennis J. Fullenkamp and CSH. Dennis J. Fullenkamp and CSH are sophisticated real estate investors and have the right to obtain independent legal counsel to represent them in this transaction. All parties agree to waive any conflict of interest that may arise based upon McKinley, Ittersagen, Gunderson & Berntsson, P.A.'s representation of SFLH in negotiating and

consummating the transactions contemplated by this Agreement.

9. Laws. The parties further agree this Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Florida.

10. Merger. The parties hereto agree and covenant that this writing comprises the full Agreement and that no other terms or agreements exist other than as set forth herein. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely explains their understanding.

11. Termination. This Agreement may only be terminated under the provisions set forth herein. No termination by any party shall be of force or effect unless done in writing by all signatories to this Agreement.

12. Enforceability. Anything to the contrary notwithstanding, this Agreement may be enforced by an action at law or in equity, and nothing herein contained shall preclude or be construed to preclude any action in law or in equity to enforce any one or more provisions of this Agreement.

13. Contingent Upon BOT and District Approval. This Agreement remains contingent upon the final approval of the Governor and Cabinet of the State of Florida sitting as the Board of Trustees of the Internal Improvement Trust Fund and the District's Governing Board. The Division of State Lands agrees to use its best efforts to submit this Agreement to the BOT for approval during the regularly scheduled Cabinet Meeting of December 16, 2003. If, however, the Division of State Lands is unable to submit this Agreement to the BOT for approval at the December 16, 2003,

Cabinet meeting, the BOT will use its best efforts to submit this Agreement to the BOT for approval at the next regularly scheduled January, 2004 Cabinet Meeting.

14. Authority. The signatories hereto represent and warrant that they are vested with the authority to execute this Agreement on behalf of their respective principals.

15. Attorneys' Fees and Costs. All parties agree to bear their own attorney's fees and costs incurred in the Lawsuit and all other matters addressed in this settlement agreement.

16. Counterparts. This Agreement may be executed in counterparts by the parties hereto and each part shall be considered an original insofar as the parties hereto are concerned but together said counterparts shall comprise only one agreement.

17. Successors and Assigns. This Agreement and the rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

18. Captions. The captions and titles of the various paragraphs in this Agreement are for convenience and reference only. These captions in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

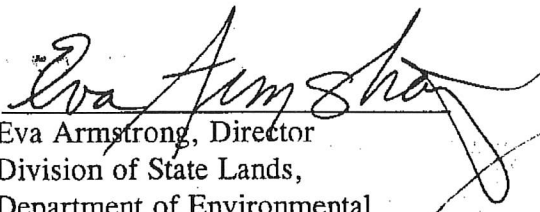
19. State Regulatory Approval(s). The parties understand and agree that this Agreement does not constitute the issuance of any of the Florida Department of Environmental Protection's regulatory approval(s) or permits that may be required for the Retained Site and District/BOT Land. Any development approvals or permits

required for the Retained Site and District/BOT Land must be applied for by CSH in the ordinary course of business. The parties acknowledge and understand that CSH may or may not obtain development approvals or permits for the Retained Site and District/BOT Lands.

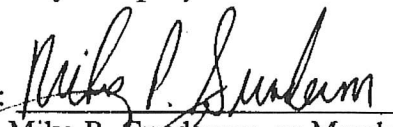
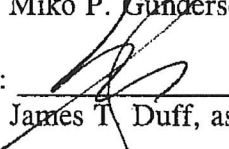
20. Charlotte County. Charlotte County and its successors, officers, staff, agents, attorneys, assigns, and legal representatives are not a party to this Agreement and do not consent to be bound and are not bound by any of the terms and conditions set forth within the Agreement that relate to it or them.

The parties have hereunto set their hands and seals on the day and year first
above written.

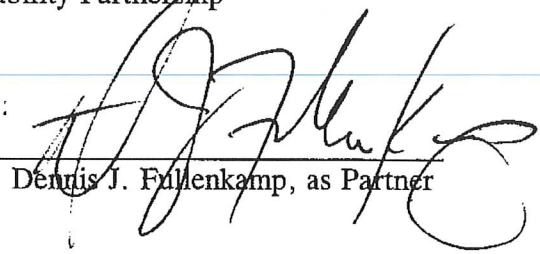
BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND

By: 
Eva Armstrong, Director
Division of State Lands,
Department of Environmental
Protection, as agent for and on
behalf of the Board
of Trustees of the Internal
Improvement Trust Fund

SOUTH FLORIDA LAND
HOLDINGS, LLC, a Florida Limited
Liability Company

By: 
Miko P. Gunderson, as Member
By: 
James T. Duff, as Member


CHARLOTTE SARASOTA
HOLDINGS, LLP, a Florida Limited
Liability Partnership

By: 
Dennis J. Fullenkamp, as Partner

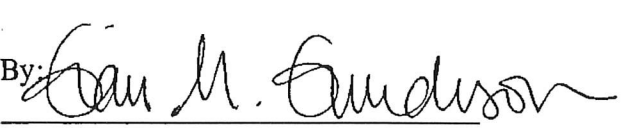
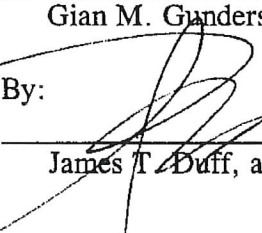
CONSENT

The foregoing parties join in the execution of this Agreement and agree to be
bound by and perform their respective obligations as set forth herein in accordance with
the terms and conditions of this Agreement.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: 
FRITZ MUSSELMAN
LAND RESOURCES DIRECTOR

SOUTH FLORIDA RANCH, LLC, a
Florida Limited Liability Company

By: 
Gian M. Gunderson, as Member
By: 
James T. Duff, as Member

A parcel of land lying in Section 36, Township 41 South, Range 21 East, Charlotte County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 36; thence East 1357.55 feet; thence Southeast 2,070 feet; to a point on the centerline of said Section 36; thence South along the centerline of said Section 36, 3,770.18 feet to the South line of said Section 36; thence West along the South line of said Section 36, 2,558.28 feet to the Southwest corner of said Section 36; thence North 5,345.49 feet to the Point of Beginning.



A parcel of land lying in Section 25, Township 41 South, Range 21 East, Charlotte County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Section 25; thence East 1,357.55 feet; thence North $41^{\circ}01'41''$ West 2,068.09 feet; thence South 1,560.14 feet to the Point of Beginning, LESS First Replat in Port Charlotte Subdivision, Section Ninety-Four, recorded in Plat Book 15, Pages 48A through 48R, Public Records of Charlotte County, Florida.



I

A parcel of land lying in Section 26, Township 41 South, Range 21 East, Charlotte County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 26; thence East 3,370.31 feet to the Point of Beginning; thence South 26° East 4,158.81 feet to the East line of said Section 26; thence South along the Easterly boundary line of said Section 26 to the Easterly line of Port Charlotte Subdivision, Section Ninety-Four, recorded in Plat Book 9, Page 3; thence Northwesterly along the Easterly line of said Port Charlotte Subdivision, Section Ninety-Four to the North line of said Section 26; thence East along the North line of said Section 26 to the Point of Beginning, being Charlotte County Property Appraiser Account Number 0070497-00000-3.



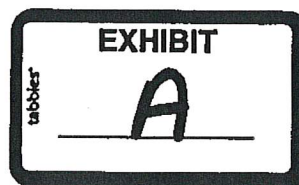
A parcel of land lying in Section 14, Township 41 South, Range 21 East, Charlotte County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Section 14; thence South along the East plat line of Port Charlotte Subdivision, Section 93, recorded in Plat Book 9, Page 1; thence East to a point that is 3,031.69 feet East of the Southwest corner of said Section 14; thence North 62° West, 2,016.74 feet; thence North 16° West 4,530 feet to the Point of Beginning, LESS AND EXCEPT that portion of Butterfield Waterway and Interceptor Lagoon lying in said Section 14 as described in that certain Special Warranty Deed from Atlantic Gulf Communities Corporation, a Delaware corporation, to Charlotte County recorded in Official Record Book 1228, Page 1638 and identified as Parcel 52B.



A parcel of land lying in Section 23, Township 41 South, Range 21 East, Charlotte County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 23; thence East 2,579.94 feet to the Point of Beginning; thence South $34^{\circ}42'00''$ East, 839.38 feet to the point of curvature of a circular curve to the right having a radius of 455 feet; thence Southerly along the arc of said curve through a central angle of $74^{\circ}30'30''$ for a distance of 591.69 feet to the point of tangency; thence South $39^{\circ}48'30''$ West, 273.02 feet to a point on a circular curve having radius of 943.23 feet, said point bearing North $55^{\circ}29'36''$ East from the center thereof; thence Southerly along the arc of said curve to the right through a central angle of $29^{\circ}43'54''$ for a distance of 489.45 feet to a point of tangency; thence South $04^{\circ}46'30''$ East, 3,428.41 feet to the point of curvature of a circular curve to the left having a radius of 550 feet; thence Southerly along the arc of said curve through a central angle of $01^{\circ}49'25''$ for a distance of 17.50 feet to the South line of said Section 23; thence East along the South line of said Section 23 to a point that is 3,370.31 feet East of the Southwest corner of said Section 23; thence North $03^{\circ}10'28''$ West 5,359.40 feet to the North line of said Section 23; thence West along the North line of said Section 23 to the Point of Beginning.



DATE: 8/17/00
 DRAWN BY: WST
 CHECKED BY: DWH/BRO
 PROJECT #C-1083



LAND MARK
 Professional Engineers
 Surveyors & Planners
 Environmental Consultants
 Building Designers
 4325 N. ACRES ROAD - CHICAGO, IL 60631
 (773) 753-3421 FAX (773) 753-3948
 "A Crest Engineering Company"

DATE: 8/24/00
 DAVID W. HOWARD, P.E.
 REGISTRATION #51621

TOTAL AREA
 302± ACRES

1" = 500'
 AREAS SHOWN ON THIS SKETCH WERE
 SCALED FROM AN UNRECTIFIED AERIAL
 DRAWING AT A SCALE OF 1" = 250'.
 THESE AREAS HAVE NOT BEEN FIELD
 VERIFIED AND ARE APPROXIMATE IN
 NATURE.

40 UNIT
 DRY STORAGE/OFFICE/RETAIL
 24,000 S.F.

REQUIRED
 PARKING
 SPACES

88 WET BOAT
 SLIPS

WATER

PROPOSED ROAD EXTENSION

REQUIRED PARKING

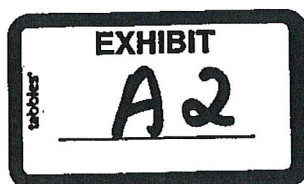
88 BOAT SLIPS - 1 SPACE/10 SLIPS = 9 SPACES
40 SLIPS DRY STORAGE - 1 SPACE/20 SLIPS = 2 SPACES
4,000 SF RETAIL - 1 SPACE/200 SF = 20 SPACES
TOTAL REQUIRED = 31 SPACES
1 HANDICAP SPACE (INCLUDED)
TOTAL PROVIDED = 39 SPACES
2 HANDICAP SPACES (INCLUDED)
15 SPACES PROVIDED FOR TRAILERS

UPLAND AREA SUMMARY

1	415,300 SF	9.5 ACRES
2	256,000	5.9 ACRES
3	139,620	3.2 ACRES
4	650,907	14.9 ACRES
5	1,442,500	33.1 ACRES

A parcel of land lying in Section 26, Township 40 South, Range 21 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence South along the East section line 905 feet more or less to the Point of Beginning; thence South $79^{\circ}20'24''$ West 107.83 feet; thence South $15^{\circ}34'34''$ West 444.86 feet; thence North $74^{\circ}25'26''$ West 400 feet; thence South $15^{\circ}34'34''$ West 535.55 feet; thence Easterly along the arc of a circular curve, having a radius of 200.00 feet and a central angle of $40^{\circ}31'57''$, a distance of 141.49 feet to a point of reverse curvature with a circular curve concave Northwesterly; thence Easterly along the arc of said curve, having a radius of 200.00 feet and a central angle of $64^{\circ}14'32''$, for a distance of 224.25 feet to a point of reverse curvature with a circular curve concave Southeasterly; thence Easterly along the arc of said curve, having a radius of 200.00 feet and a central angle of $72^{\circ}18'00''$, for a distance of 252.37 feet to a point of tangency; thence South $74^{\circ}25'26''$ East 215 feet to the East line of said Section 26; thence North along said East line of said Section 26, 715 feet, more or less, to the Point of Beginning.



Commence at the Northwest corner of Section 25; thence South along the West section line 880 feet more or less to the Point of Beginning; thence continue South along the West section line 740 feet more or less, thence South $74^{\circ}25'26''$ East 210 feet more or less to a point of commencement with a circular curve concave Northwesterly; thence Southeasterly, Easterly and Northeasterly along the arc of said curve, having a radius of 300.00 feet and a central angle of $90^{\circ}00'00''$ for a distance of 471.24 feet to a point of tangency; thence North $15^{\circ}34'34''$ East 648.91 feet; thence North $08^{\circ}42'43''$ West 276.40 feet more or less; thence South $26^{\circ}46'03''$ West 220 feet more or less; thence South $79^{\circ}20'24''$ West 615.75 feet to the Point of Beginning.



A parcel of land lying in Section 32, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Northeast corner of of said Section 32; thence West 1,258.47 feet more or less; thence South 25 feet to the Point of Beginning; thence continue South 2265 feet more or less to the South line of Government Lot 2; thence West 910 feet more or less to the Easterly line of Manchester Waterway; thence along said Easterly line of Manchester waterway Northeast along a curve 98.4 feet; thence Northeast along a curve 185.70 feet; thence Northeast 237.33 feet; thence Northeast along a curve 320.54 feet; thence North 1,829.63 feet to a point 25 feet South of the North line of said Section 32; thence continue East 530 feet more or less to the Point of Beginning.



A parcel of land lying in Section 32, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Government Lot 1; thence South 1,140 feet; thence West 647.56 feet; thence North 900 feet; thence West 235 feet more or less to the Easterly line of Manchester Waterway; thence North 210 feet to the South line of Government Lot 2; thence East along said South line of Government Lot 2, 910 feet more or less, to the Point of Beginning.



A parcel of land lying in Section 15, Township 40 South, Range 21, Charlotte County, Florida, being more particularly described as follows:

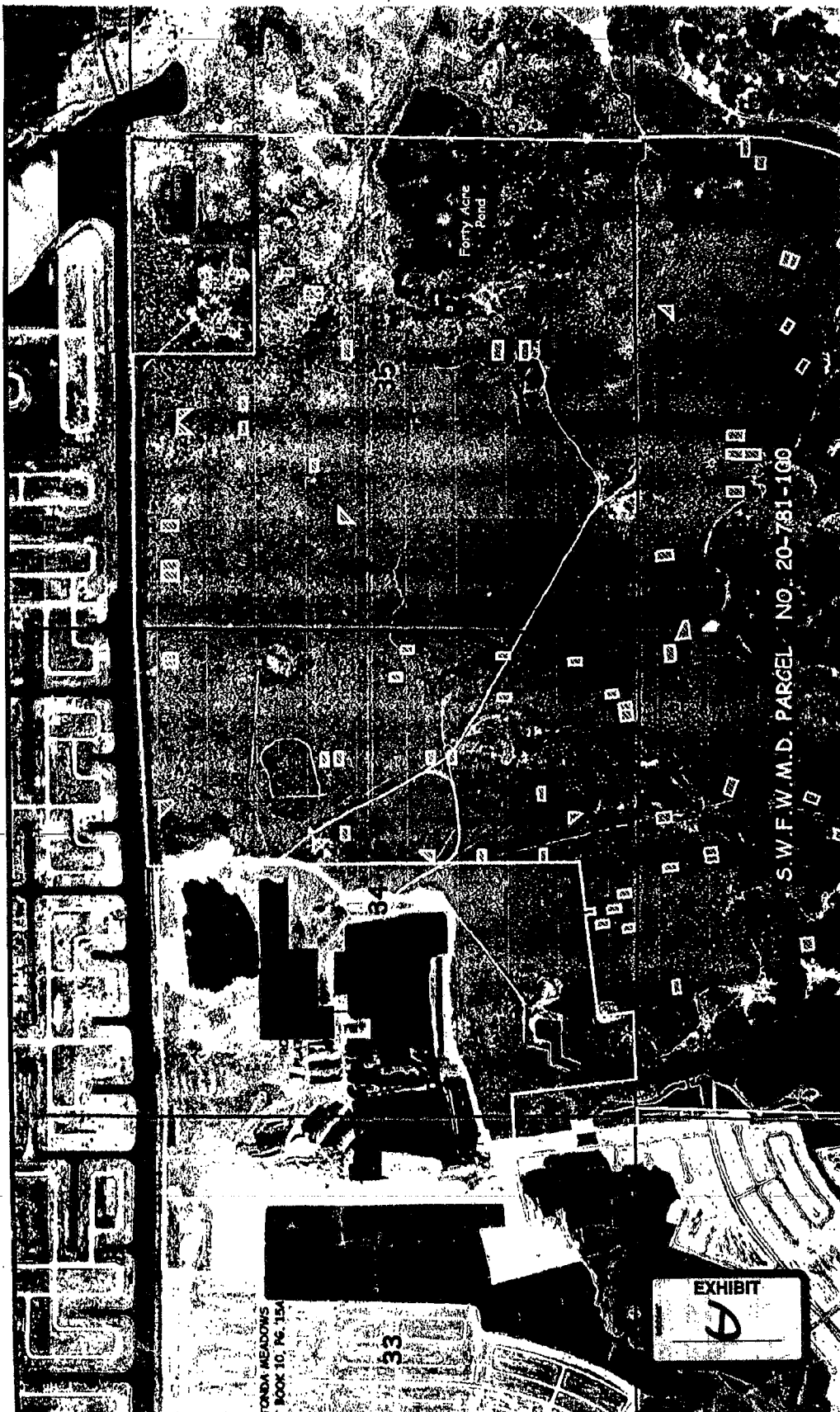
Commence at the intersection of the East Line of Doolittle Waterway shown on the plat of Port Charlotte Subdivision, Section Seventy-Five, recorded in Plat Book 6, Page 31, with the Southeasterly Right-of-Way of State Road 776; thence North $61^{\circ}20'53''$ East along said Right-of-Way 377 feet to the Point of Beginning; from said Point of Beginning continue North $61^{\circ}20'53''$ East along said State Road 776 Right-of-Way for 875 feet more or less; thence South 02° East 441 feet; thence South 31° East 470 feet; thence South 19° East 175 feet; thence West 245 feet; thence North $54^{\circ}51'06''$ West 1,024 feet to the Point of Beginning.



A portion of Section 16, a portion of Section 17 and a portion of Section 20, Township 39 South, Range 23 East, Desoto County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 17; thence North $00^{\circ}33'28''$ East along the East line of the Northeast quarter of said Section 17, a distance of 438.56 feet to the Point of Beginning; thence South $89^{\circ}27'58''$ East a distance of 809.94 feet; thence South $00^{\circ}32'02''$ West parallel with the East line of the Southeast quarter of Section 17, a distance of 2,000.00 feet; thence North $89^{\circ}27'58''$ West a distance of 810.12 feet to a point on the East line of the Southeast quarter of said Section 17; thence continue North $89^{\circ}27'58''$ West a distance of 309.60 feet; thence South $14^{\circ}39'38''$ West a distance of 1,230.72 feet to a point on the Northwesterly line of the Peace River Water Treatment Plant Water Main Transmission Parcel (Official Record Book 162, Pages 253 through 255); thence South $51^{\circ}13'41''$ West along said Northwesterly line a distance of 200.00 feet; thence North $38^{\circ}46'19''$ West a distance of 50.00 feet; thence North $51^{\circ}13'41''$ East a distance of 183.47 feet; thence North $14^{\circ}39'38''$ East a distance of 1,201.62 feet; thence North $89^{\circ}27'58''$ West a distance of 828.72 feet; thence North $00^{\circ}32'02''$ East parallel with the East line of aforesaid Southeast quarter of Section 17, a distance of 2,000.00 feet; thence South $89^{\circ}27'58''$ East a distance of 1,190.06 feet to the Point of Beginning.

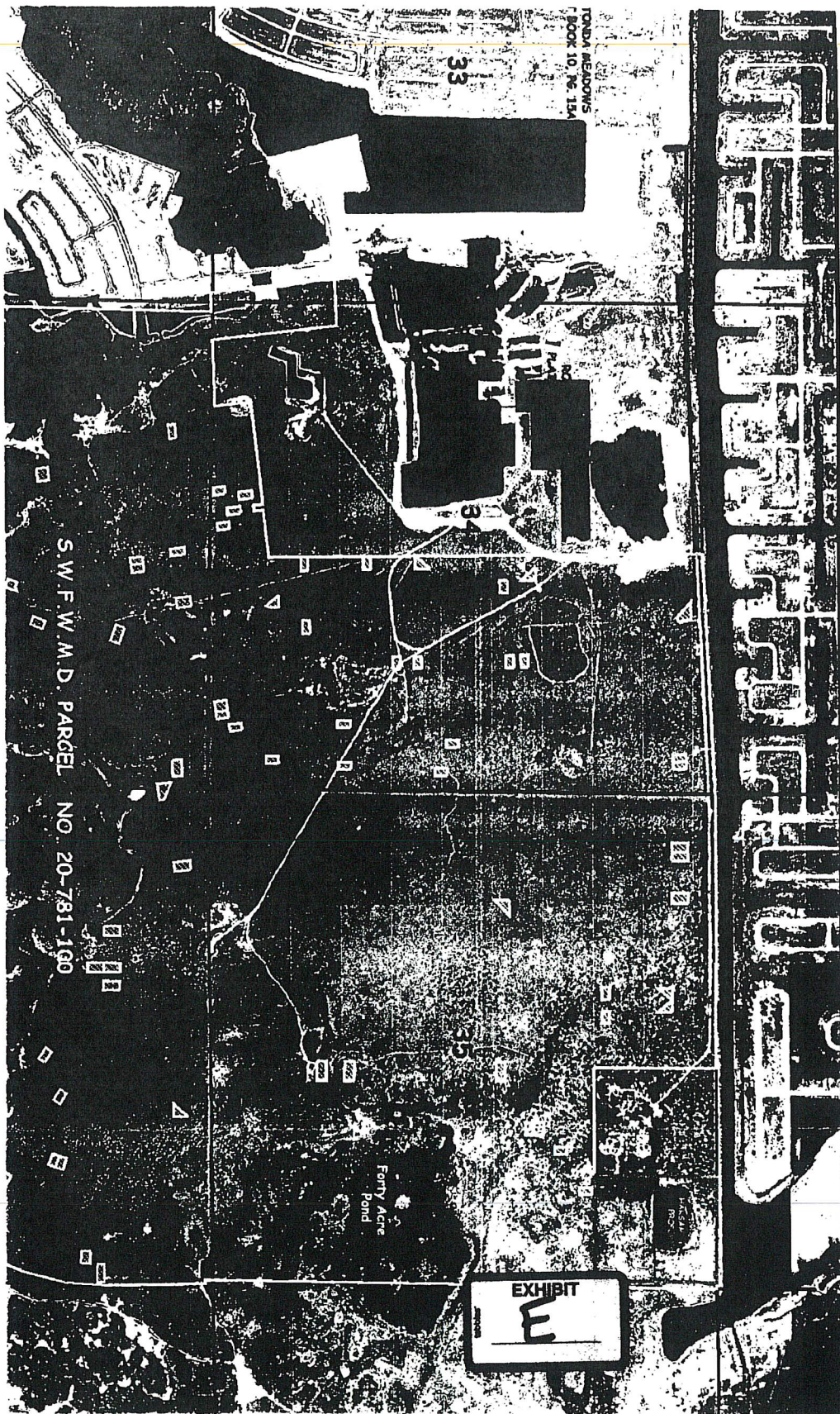




IMAGING MEMO
 THE WRITING/TYPING & PRINTING
 WAS UNSATISFACTORY FOR
 REPRODUCTION AT THE TIME
 OF IMAGING

The exact location and legal description of the BOT/District Easement shall be mutually agreed upon by the BOT, District, and CSH. The exact legal description of the BOT/District Easement will be determined by a Division of State Lands approved surveyor prior to closing.





IMAGING MEMO
THE WRITING/TYPING & PRINTING
WAS UNSATISFACTORY FOR
REPRODUCTION AT THE TIME
OF IMAGING

SWFWMD
to CSH, LLP

502

This Instrument Prepared By and
Please Return To:
Elaine Vergara
American Government Services Corporation
3812 W. Linebaugh Avenue
Tampa, FL 33618
AGS # 14751



BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 02742
PGS 0446-0448 (3 Pg(s))
FILE NUMBER 1412043
RECORDED 06/30/2005 03:30:12 PM
RECORDING FEES 27.00
DEED DOC 10,850.00

QUIT CLAIM DEED

THIS INDENTURE, made this 10th day of JUNE, A.D. 2005, between Southwest Florida Water Management District, whose address is 2379 Broad Street, Brooksville, FL 34604-6899, GRANTOR, and Charlotte Sarasota Holdings, LLP, a Florida limited liability partnership, whose post office address is 2911 NE Pine Island Road, Cape Coral, FL 33909, GRANTEE,

(Wherever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "GRANTOR" and "GRANTEE" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of Ten Dollars, to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has released, remised and quitclaimed, and by these presents does hereby remise, release, and quitclaim unto the said GRANTEE, and GRANTEE'S successors and assigns forever, all the right, title and interest of GRANTOR in and to the following described land situate, lying and being in Charlotte County, Florida, to-wit:

See Exhibit "A" Attached

This property is not the homestead property of the GRANTOR, nor contiguous to homestead property, as such homestead is defined under Florida law.

The Property is conveyed subject to the following perpetual restrictive covenant ("Restrictive Covenant") hereby imposed by GRANTOR and accepted by GRANTEE, its successors and assigns:

Residential development of the Property shall be limited to 1.5 units per acre. This Restrictive Covenant shall only apply to limit the number of residential units that can be developed on the Property and shall not limit GRANTEE and its successors and assigns from developing any other improvement on the Property that complies with the existing or future Charlotte County Zoning Code or that may be approved under a planned unit development. GRANTEE shall obtain all required federal, state, and local regulatory approvals and permits prior to the construction of any improvements on the Property. Nothing herein shall be construed to bind, require or encourage Charlotte County to increase current allowable residential density from its current Preservation land use designation of one development unit per 40 acres. GRANTEE shall obtain all required federal, state and local regulatory approval and permits prior to any construction.

By acceptance of this quitclaim deed, GRANTEE hereby agrees that the use of the Property shall be subject to this Restrictive Covenant. This Restrictive Covenant shall run with the title to the Property in perpetuity and be binding upon GRANTEE and all successive owners (and all parties claiming by, through and under the owners) of the Property. Until such time as the Restrictive Covenant is released from the Property, GRANTOR shall be deemed a third party beneficiary of this Restrictive Covenant in a court of competent jurisdiction. GRANTOR shall have the authority to enforce this Restrictive Covenant in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any provision of this Restrictive Covenant. The failure by GRANTOR to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of GRANTOR to thereafter enforce said covenant or restriction. The invalidation of any provision of this Restrictive Covenant by a court of competent jurisdiction shall in no way affect any of the other provisions of this Restrictive Covenant, which shall remain in full force and effect. Venue for enforcement actions regarding this Restrictive Covenant shall be in the Circuit Court of Hernando County, Florida. GRANTEE agrees to incorporate this Restrictive Covenant in any subsequent deed or other written legal instrument by which GRANTEE transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party by making an express reference to the Restrictive Covenant and specifically identifying the official records book and page at which this quitclaim deed is recorded in the public records of Charlotte County, Florida.

TO HAVE AND TO HOLD the above described lands subject to all outstanding easements, reservations and other interests, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, law or equity, to the only proper use, benefit and behoof of the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF the GRANTOR has hereunto set GRANTOR'S hand and seal, the day and year first above written.



Southwest Florida Water Management District

BY: Heidi McCree, Chair

Attest: Patsy Symons, Secretary

(Seal)

IMAGED IN PG

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 10th day of JUNE, 2005, by Heidi McCree and Patsy Symons, Chair and Secretary, respectively, of the Southwest Florida Water Management District, on behalf of said District. Such person(s) (Notary Public must check applicable box):

☒ are personally known to me,
☐ produced a current driver license,
☐ produced _____ as identification.

Notary Public

STEVEN F. BLASCHKA

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD 0631015

My Commission Expires: 10-9-2005

(NOTARY PUBLIC SEAL)



Steven H. Blaschka
Commission # DD 063613
Expires Oct. 9, 2005
Bonded Through
Atlantic Bonding Co., Inc.

APPROVED BY:
ATTORNEY: [Signature]
MANAGER: [Signature]
DIRECTOR: [Signature]
DEPUTY EXEC. DIR: [Signature]

Original Notary Seal

Exhibit "A"

All of the South 1/2 of Section 3, Township 41 South, Range 21 East, lying West of the Interconnector Waterway as recorded in Official Records Book 1228, Page 1638, Public Records of Charlotte County, Florida; less the West 1850 feet of the Southwest 1/4 of Section 3, Township 41 South, Range 21 East, Charlotte County, Florida;

AND

All of Section 10, Township 41 South, Range 21 East lying West of the Interconnector Waterway as recorded in Official Records Book 1228, Page 1638, Public Records of Charlotte County, Florida;

AND

All of the Southeast 1/4 of Section 9, Township 41 South, Range 21 East lying West of the Interconnector Waterway and North of the Butterford Waterway as recorded in Official Records Book 1228, Page 1638, Public Records of Charlotte County, Florida;

LESS AND EXCEPT The Village of Holiday Lake according to the Plat thereof recorded in Plat Book 15, Pages 5A-5F, Public Records of Charlotte County, Florida;

ALSO LESS AND EXCEPT Unit Two of the Village of Holiday Lake according to the Plat thereof recorded in Plat book 15, Pages 51A-51C, Public Records of Charlotte County, Florida.

BSM APPROVED
By JSR Date 4/6/05

CHARLOTTE HARBOR ESTUARY
DISTRICT / BOT LANDS
SWFWMD/TIITF

Original Poor Quality

This instrument prepared by:
Allison Mayer, Real Estate Specialist
Land Resources Bureau
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604
SWF #20-708-128S

RELEASE OF RESERVATION
OF RIGHT OF ENTRY FOR THE PURPOSE OF
EXPLORATION FOR PHOSPHATE, MINERALS, METALS AND PETROLEUM

This Release is made this _____ day of _____, 2024, by and between the Southwest Florida Water Management District, a public corporation, whose address is 2379 Broad Street, Brooksville, Florida 34604, hereinafter referred to as GRANTOR, and Charlotte Sarasota Holdings, LLC, a Florida limited liability partnership, whose address is 2911 NE Pine Island Road, Cape Coral, Florida 33909, hereinafter referred to as GRANTEE.

WHEREAS, GRANTOR did remise, release and quitclaim to GRANTEE, pursuant to Quit Claim Deed recorded in Official Records Book 2742, Page 446 of the Public Records of Charlotte County, Florida, those certain lands lying and being situated in Charlotte County, Florida, as described in Exhibit A, subject to all outstanding easements, reservations and other interests.

WHEREAS, pursuant to Florida Statute 270.11(1), all contracts and deeds for the sale of land executed by any local government, water management district, other agency of the state, or the board of trustees and its successors there shall be reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

WHEREAS, as provided in Florida Statute 270.11(2)(b), GRANTEE has petitioned GRANTOR to execute a release of their right of entry for the purpose of exploration for phosphate, minerals, metals and petroleum.

WHEREAS, GRANTOR has agreed to release their right of entry for the purposes of exploration for phosphate, minerals, metals and petroleum.

NOW THEREFORE, GRANTOR does release to GRANTEE any right of entry for the purpose of exploration for phosphate, minerals, metals and petroleum in the land as described in Exhibit A.

This Release does not release the GRANTOR'S oil, gas, or other mineral interest, only the right of entry for the purpose of exploration.

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

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, a public corporation

By: _____
Michelle Williamson, Chair

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Michelle Williamson, as Chair of the Southwest Florida Water Management District, on behalf of the Southwest Florida Water Management District, who is personally known to me.

(Notary Seal)

Notary Public
Print: _____
Commission No.: _____
My Commission Expires: _____

Exhibit A

All of the South $\frac{1}{2}$ of Section 3, Township 41 South, Range 21 East, lying West of the Interconnector Waterway as recorded in Official Records Book 1228, Page 1638, Public Records of Charlotte County, Florida, less the West 1850 feet of the Southwest $\frac{1}{4}$ of Section 3, Township 41 South, Range 21 East, Charlotte County, Florida;

And

All of Section 10, Township 41 South, Range 21 East lying West of the Interconnector Waterway as recorded in Official Records Book 1228, Page 1638, Public Records of Charlotte County, Florida;

And

All of the Southeast $\frac{1}{4}$ of Section 9, Township 41 South, Range 21 East lying West of the Interconnector Waterway and North of the Butterford Waterway as recorded in Official Records Book 1228, Page 1638, Public Records of Charlotte County, Florida;

LESS AND EXCEPT The Village of Holiday Lake according to the Plat thereof recorded in Plat Book 15, Pages 5A-5F, Public Records of Charlotte County, Florida;

ALSO LESS AND EXCEPT Unit Two of the Village of Holiday Lake according to the Plat thereof recorded in Plat Book 15, Pages 51A-51C, Public Records of Charlotte County, Florida.

CONSENT AGENDA**October 22, 2024****Operations, Lands and Resource Monitoring Committee: Management Agreement – Deep Creek Preserve, DeSoto County; SWF Parcel 20-695-102X (DeSoto County)***Purpose*

The purpose of this item is to request Governing Board approval of a management agreement (Agreement) between the Southwest Florida Water Management District (District) and DeSoto County (County) for the management and operation of recreational facilities at the Deep Creek Tract (Property), SWF Parcel No. 20-695-102X. A Location Map and Site Map are attached hereto as Exhibit 1 and Exhibit 2 respectively.

Background/History

The Property consists of 2,084 acres and was acquired in 1997 using the Water Management Lands Trust (Save Our Rivers) Fund. The District has an existing agreement with the County for the management of recreational facilities at the Property, consisting of approximately 22 acres. The Agreement was entered into on January 13, 2004, for a term of 20 years with the option to renew automatically for an additional 20-year term provided the County is not in default of the terms and conditions of the Agreement. Both the District and the County agreed to automatically extend pursuant to the terms of the agreement and have identified changes to the conditions of the previous Agreement that would better allow for management and operation of the property. The District drafted an updated Agreement to clarify the rights and responsibilities of the District and the County, a copy of which is attached as Exhibit 3. Major changes include an updated focus on operations and maintenance as the primary responsibility to be continued by the County as construction of the park has been completed for a substantial amount of time. The operation responsibilities include an annual reporting component by the County confirming its continued compliance with the terms of the Agreement, enhanced security measures to protect the Park and its visitors, resource protection to preserve the Park's natural resources, environmental education programs to inform the public about the Park's ecological value, providing public access, and facilitating passive recreational activities.

Benefits/Costs

The County would continue to manage the recreational facilities on the Deep Creek Tract for the enjoyment of the public and provide resource protection to preserve natural resources. The County is responsible for all associated costs.

Deliverables

The County's specific obligations are detailed in the Agreement. The District must be notified in writing regarding any new proposals for construction or improvement plans in the Park and provided with an annual report.

Staff Recommendation:

- Approve the Management Agreement Between the Southwest Florida Water Management District and DeSoto County for the Deep Creek Tract; and
- Authorize the Governing Board Chair to execute the Management Agreement on behalf of the District; and

- Authorize staff to make minor changes or corrections to conform documents or correct scrivener's errors; any substantive changes will be subject to Governing Board review and approval; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

**Exhibit 1
Deep Creek Preserve
SWF Parcel No. 20-695-102X Location Map**

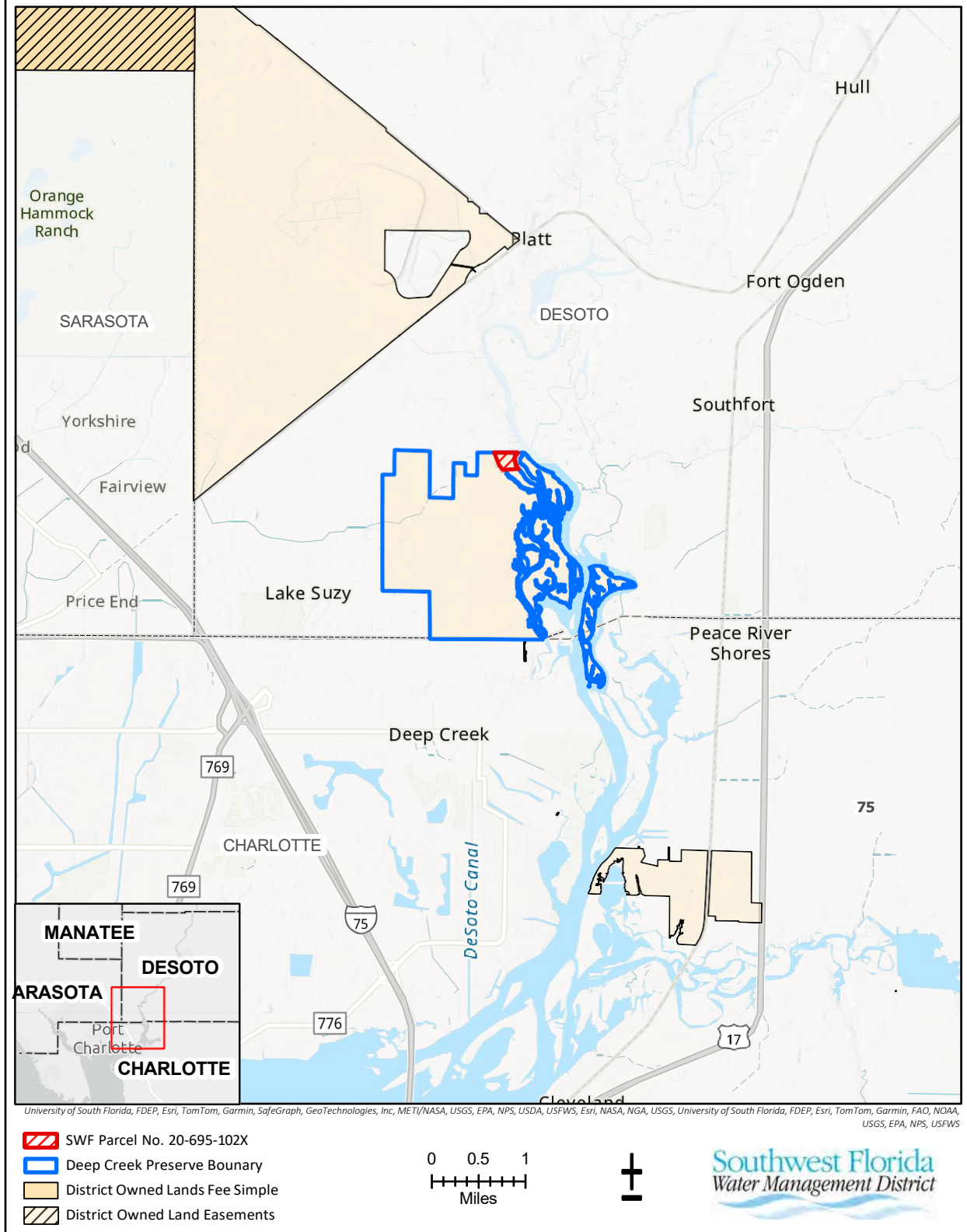
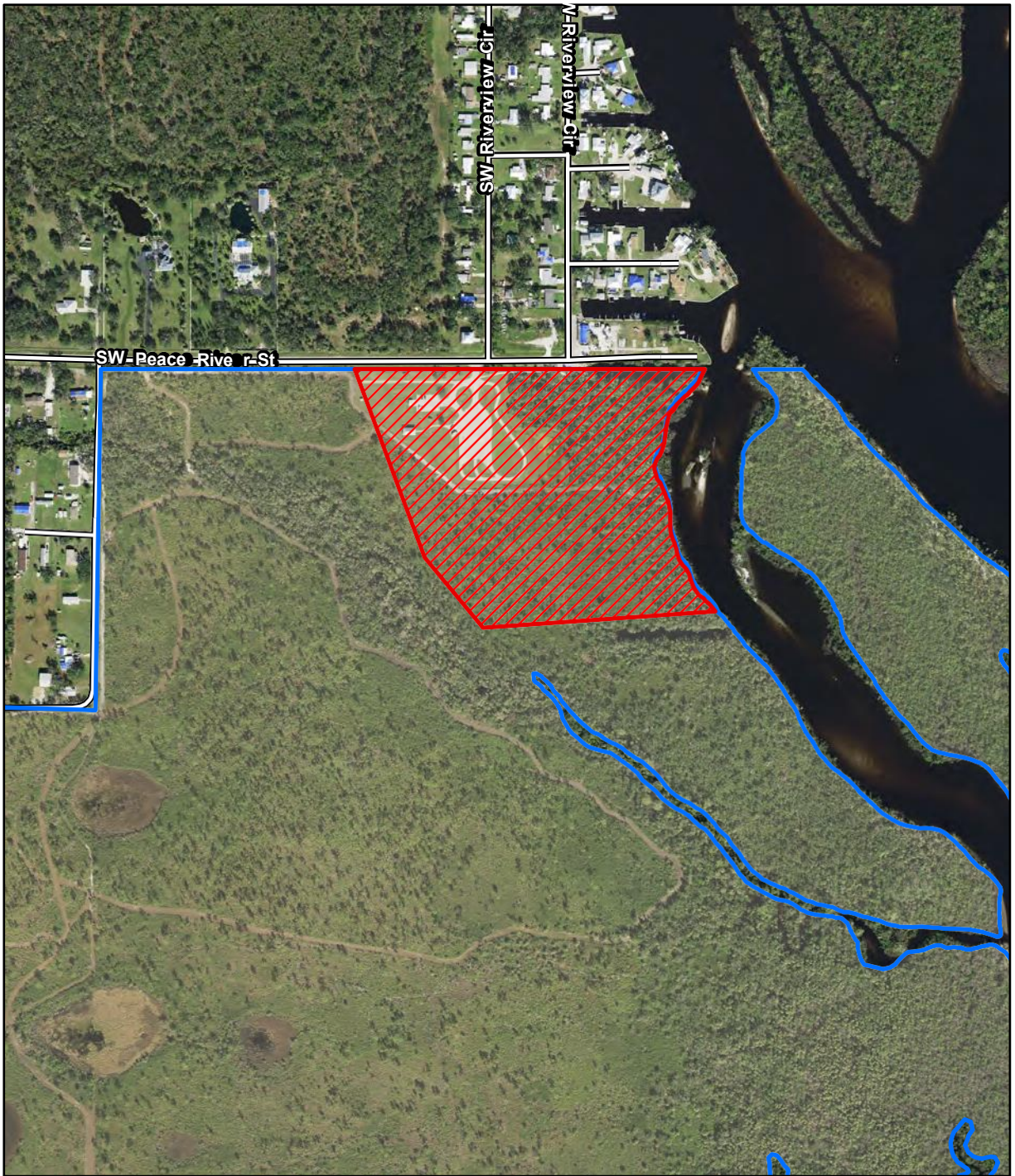



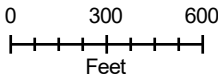


Exhibit 2
Deep Creek Preserve
SWF Parcel No. 20-695-102X Site Map



Southwest Florida Water Management District, Esri Community Maps Contributors, University of South Florida, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

-  SWF Parcel No. 20-695-102X
-  Deep Creek Preserve Boundary
-  District Owned Lands Fee Simple



**AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND DESOTO COUNTY, FLORIDA FOR
MANAGEMENT OF RECREATIONAL FACILITIES ON THE DEEP CREEK TRACT**

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2024, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation ("District"), having a principal place of business at 2379 Broad Street, Brooksville, Florida 34604-6899 and DESOTO COUNTY, a political subdivision of the State of Florida ("County"), having a mailing address of 20 East Oak Street, Suite 201 Arcadia, Florida 34266-4451 (altogether, the "Parties").

WITNESSETH:

WHEREAS, the District is owner in fee simple of certain lands situated in DeSoto County known as the Deep Creek Tract, more specifically described in Exhibit "A" attached hereto and incorporated by reference ("Property"); and

WHEREAS, the District acquired the property to preserve and protect its water, ecological, natural, cultural, and historic resources; and

WHEREAS, the Parties entered into an Agreement dated January 13th, 2004, allowing the County to develop certain compatible active and resource based recreational amenities within the Property, which was renewed on December 8th, 2023; and

WHEREAS, the County has successfully met its obligations of the January 13, 2004 Agreement and the Parties desire to enter into a new Agreement allowing the County to continue its use and operation of the Property further described below for the purposes of passive outdoor recreation; and

WHEREAS, the Parties desire and agree to enter into this Agreement to clarify their rights and responsibilities.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, and agreements hereinafter contained, the County agrees to manage a portion of the Property further described below for the District subject to the following terms and conditions:

1. DESCRIPTION OF AGREEMENT AREA: The portion of the Property subject to this Agreement is situated in the County of DeSoto, State of Florida, and is more particularly described in Exhibit “B” attached hereto (“Park”).
2. PURPOSE: The purpose of this Agreement is to authorize certain activities within the Park and define the District’s and the County’s rights and responsibilities regarding the operation and maintenance of the Park. The County will continue to use the Park for the enjoyment of the public as an educational and passive recreational facility and for no other purpose without the prior written consent of the District.
3. AGREEMENT TERM AND RENEWAL: The term of this Agreement shall be for a period of twenty (20) years, commencing on the date last signed by the Parties hereto (“Commencement Date”) and ending on _____, 2044, unless sooner terminated pursuant to the provisions of this Agreement. Thereafter, this Agreement is renewable, upon the Parties' mutual, written agreement for one (1) additional twenty (20) year increment, provided the County is not in default of any terms or condition of the Agreement and has provided the District at least one (1) year’s written notice.
4. TERMINATION: Either party may terminate this Agreement with one (1) year written notice to the other party. At the end of the notice period the County will have no further obligations for the management of the Park or additional property or Facilities.
5. QUIET ENJOYMENT AND RIGHT OF USE: The County shall have the right of ingress and egress to, from and upon the Park as explicitly provided for in this Agreement for all purposes necessary for the full quiet enjoyment by the County of the rights conveyed herein.
6. AUTHORIZED USES: This Agreement authorizes the County to carry out specific management activities as outlined herein. These activities include:
 - A. Ensuring the Park adheres to all laws relating to environmental preservation and land management, aiming to maintain its natural state and allow for compatible recreational activities.

B. Implementing essential management practices, such as: (i) security measures to protect the Park and its visitors, (ii) resource protection to preserve the Park's natural resources, (iii) environmental education programs to inform the public about the Park's ecological value, (iv) providing public access and facilitating passive recreational activities.

7. DISTRICT RIGHTS: The District shall have the following rights pursuant to this Agreement:

A. The right, for its officers, employees, agents and assigns, to enter upon and travel through and across the Park at any time, for inspection, construction, maintenance, environmental monitoring and studies, or for any other purpose necessary or convenient in connection with any water or resource management activities.

B. The right to engage in activities necessary for the primary purpose of water management and water supply, which are paramount and superior to the uses authorized by the Agreement.

C. The sole and exclusive right to determine whether a proposed activity is authorized under Paragraph 6 of this Agreement.

8. COUNTY RIGHTS: The County shall have the following rights pursuant to this Agreement:

A. Passive Public Recreation – The County will use the Property solely for the purpose of providing public recreation. Passive public recreation may include the following activities: fishing, boating, bicycling, picnicking, camping, hiking, nature studies, and horseback riding. Any other uses than those stated above must have the prior written approval of the District. The County is not required to construct any new facilities or other improvements on the Property other than those required by law or necessary to secure the Property and to maintain any existing facilities and to provide safe public access.

9. PLACEMENT AND REMOVAL OF IMPROVEMENTS: The County may modify buildings, structures, or other improvements in the Park at its sole expense as described in this Agreement with prior authorization from the District. The

County shall maintain ownership of all removable equipment or improvements it places in the Park and may remove such items at the termination of this Agreement. The County shall be responsible for operating and maintaining all improvements and structures in the Park during the term of this Agreement, and for maintaining insurance coverage on any improvements or structures it places in the Park.

10. CONSTRUCTION OF IMPROVEMENTS: The County must obtain written approval from the District before starting any new construction activities within the Park. The County must notify the District in writing of the proposed construction and provide one set of draft construction plans signed and sealed by a licensed Florida professional engineer to the District at least 90 days before the planned start of construction, detailing the project's scope, location, use, and aesthetic considerations. The District's review and approval will only be regarding the proposed location, use, aesthetics, and consistency with this Agreement, and does not include the architectural, engineering, mechanical, electrical, or other components of the construction plans and documents, which remain the County's responsibility. If the District provides written comments or recommendations, the County will have sixty (60) days from receipt to either revise the plans accordingly or provide a rationale for any deviations. The District may grant a request for an extension of this timeframe via written communication. The County is responsible for ensuring that the construction plans comply with all applicable laws, regulations, and standards, including obtaining all necessary permits and adhering to engineering, architectural, and environmental requirements. The County will bear all costs related to the construction of any improvements authorized under this Paragraph, including costs associated with consultation, design, permitting, construction, and legal fees. The District will cooperate with the County in executing permit applications, funding applications, or other similar documents that may be required in connection with any District-approved construction project, aiding in the process but not assuming responsibility for the outcomes or associated costs. Construction may only commence once the County has secured all required approvals, permits, and authorizations.
11. OPERATION AND MAINTENANCE OF PROPERTY AND IMPROVEMENTS: The County shall maintain the Park and any improvements located thereon in a state of good condition, working order and repair including, but not limited to,

keeping the Park free of trash or litter, and maintaining all planned improvements.

12. RESOURCE IMPACTS: Any improvements designed and intended for implementation by the County to the Park will be in such a manner that minimizes the impact on natural systems and any water resources.
13. UNAUTHORIZED USES: The County shall, through its agents and employees, prevent the unauthorized use of the Park or any use thereof not in conformance with this Agreement. Any such violation of this paragraph shall constitute a material breach of this Agreement.
14. ANNUAL REPORTING: The County shall prepare and submit to the District an annual report on the anniversary of the commencement date. The annual report will confirm that the County is in compliance with the terms of this Agreement.
15. RIGHT TO INSPECT: The District or its duly authorized agents and employees shall have the right to inspect the Park and works and operations thereon of the County in any matter pertaining to this Agreement. Any impediment to the right granted in this paragraph shall constitute a material breach of this Agreement.
16. INSURANCE REQUIREMENTS: During the full term of this Agreement, the County will obtain and maintain comprehensive general public liability insurance or self-insurance with limits pursuant to Section 728.28, Florida Statutes and worker's compensation coverage pursuant to Chapter 440, Florida Statutes. Such coverage will provide for thirty (30) days written notification to the District of any material change or cancellation. The Board of County Commissioners will provide to the District evidence of such insurance by means of a Certificate of Insurance or on County letterhead as appropriate.
17. INDEMNIFICATION: To the extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other, its 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 negligent act or omission by either party or anyone for whose acts or omissions either party may be liable under the provisions of this Agreement. Nothing

contained herein shall constitute a waiver of either party's sovereign immunity under Section 768.28, Florida Statutes, or to extend the limits of liability or recovery under Section 768.28, Florida Statutes. This provision will survive the termination of this Agreement.

18. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this Agreement in no way affects any of the Parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on the Property is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The County will implement all reasonable measures to locate, identify, protect, and preserve any known or discovered archaeological and historic sites at the Park.
19. EASEMENTS: All easements including, but not limited to, utility easements, are expressly prohibited without the prior written approval of the District. Any easement not in effect at the time of this Agreement, or not approved in writing by the District, shall be void and without legal effect.
20. SUBLEASES: The County will not sublease the Park, unless the County obtains prior written approval of the terms and conditions of the sublease from the District. Any sublease not approved in writing by the District will be void and without legal effect. Any purported sublease in violation of this paragraph will constitute a material breach of this Lease for which the District may immediately terminate this Lease. The District's approval of a particular sublease does not constitute a waiver of the right to withhold approval of subsequent subleases.
21. ASSIGNMENT: The County shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the District. Any such assignment or delegation without the prior written consent of the District shall be void and without legal effect. Any purported assignment or change of control in violation of this paragraph will constitute a material breach of this Agreement for which the District may immediately terminate this Agreement. If the District terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the District's claim for damages.

22. SURRENDER OF PROPERTY: All improvements, including physical structures and modifications made to the Park during the term of this Agreement, will be and will remain the property of the District. Prior to surrender of all or any part of the Park, the District's representatives will perform an onsite inspection and the keys to any buildings or gates on the Park will be turned over to the District. If the Park and the improvements located thereon do not meet all the conditions set forth in Paragraph 11 herein, the County will pay all costs necessary to meet the prescribed conditions.
23. BEST MANAGEMENT PRACTICES: The County shall implement applicable Best Management Practices for all activities conducted under this Agreement in compliance with Rule 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by the District, the County, or other land managing agencies for the protection and enhancement of the Park.
24. UTILITY FEES: The County agrees to pay all deposits and monthly charges for all utility services supplied to the Park and all costs to repair, replace, clean and maintain connections and service to the Park and for having all utilities turned off or transferred upon termination of this Agreement.
25. MATERIAL BREACH: Each of the following events will constitute a material breach of this Agreement for which the District may terminate this Agreement:
- A. The County constructs any permanent structures or other improvements by the County not authorized by the District, or
 - B. The County destructs or degrades natural systems, rare or endangered habitats that are targeted for preservation, or
 - C. The County violates federal, state or local laws, rules, regulations, or ordinances, or
 - D. The County causes the Park to be contaminated with hazardous wastes or other pollutants or fails to properly secure the Park to prevent or impede illegal dumping or degradation of natural habitats, or other unauthorized uses, or

E. The County fails to comply with the other terms of the Agreement.

26. TERMINATION: The District may terminate this Agreement by providing the County with a written “Notice of Termination” stating its intent to terminate and describing all terms and conditions with which the County has failed to comply. If the County has not remedied its default within thirty (30) days after receiving the Notice of Termination, or other reasonable time specified in the notice, this Agreement shall automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the District, it is determined that the County was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement
27. NO WAIVER OF DEFAULT: The failure of the District to insist, in any one or more instances, upon strict performance of any one or more of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions, but the same shall continue in full force and effect. Waiver by the District shall be deemed to be made only if set forth in writing and signed by both the District and the County.
28. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the Property is held by the District. The County shall not do or permit anything that purports to create a lien or encumbrance of any nature against the Park including, but not limited to, mortgages or construction liens against the Park or against any interest of the District therein.
29. CONDITIONS AND COVENANTS: All of the provisions of this Agreement shall be deemed covenants running with the land included in the Park and construed to be “conditions” as well as “covenants” as though the words specifically expressing or imparting conditions and covenants were used in each separate provision.
30. DAMAGE TO THE PREMISES:

A. The County shall not do, or suffer to be done, in, on, or upon the Park or as affecting said Park or adjacent properties, any act which may result in damage or depreciation of value to the Park or adjacent properties, or any part thereof. The County will repair any and all damages to the Park within 30 days after notice by the District; provided however if said damage is caused by an act of God, the County's repairs shall be completed within 90 days after notice from the District.

B. The County shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Park or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Agreement, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of the County's failure to comply with this paragraph, the County shall, at its sole cost and expense promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Park, and (2) all off-site ground and surface waters and lands affected by the County's such failure to comply, as may be necessary to bring the Park and affected off-site waters and lands into full compliance with all applicable federal, state, or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged Park to the condition existing immediately prior to the occurrence which caused the damage. The County's obligations set forth in this paragraph shall survive the termination or expiration of this Agreement. Nothing herein shall relieve the County of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by the County's activities or facilities. Upon discovery of a release of

a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, the County shall report such violation to all applicable governmental agencies having jurisdiction, and to the District, all within the reporting periods of the applicable governmental agencies.

31. TAXES AND ASSESSMENTS: If any ad valorem taxes, intangible property taxes, personal property taxes, mechanic's or materialman's liens, or other taxes or assessments of any kind are assessed or levied lawfully on the Park based on the County's use thereof during the term of this Agreement, the County shall pay same within thirty (30) days after receiving written notice thereof from the District. Provided, however, the County shall not be responsible for payments in-lieu-of taxes required under Sections 373.5905 and 259.0322, Florida Statutes, or any successor statute. In the event the County fails to pay all the lawful taxes assessed or levied on the Park within thirty (30) days after receiving written notice thereof from the District, the District may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the District, including reasonable attorney's fees. Failure of the County to pay said taxes shall constitute default under this Agreement.
32. NON-DISCRIMINATION: The County shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, disability, or marital status with respect to any activity occurring or conducted on the Property.
33. SIGNAGE: All public entrance signage will inform the public that the Park was made available for recreational use by the District and that the Park's operation is a cooperative project between the County and the District and shall designate the Park as the Deep Creek Preserve Park. The style and material of the signage will match the style and material of signage used by the District.
34. DISTRICT RESOURCE MANAGEMENT ACTIVITIES: The District reserves the right to conduct or perform any resource management activities that, in its sole discretion, may be required to protect and preserve the Park, including but

not limited to controlled burns, wildfire suppression, and exotics control, including flora and fauna. In the event the District plans to commence any of these activities, it will provide the County with thirty (30) days' notice.

35. FEES AND REVENUES:

A. The County may charge a parking or user fee to the visitors and users of the Park. Any such fees charged by the County will be used for actual and budgeted expenses incurred or to be incurred by the County in the operation, maintenance, and security of the Park. The District will have the right, at any reasonable time, to inspect and audit the books and financial records of the County and any of its licensees as they pertain to the Park.

B. Nothing in this Agreement will prohibit the County from seeking funding from federal or state agencies through grants or other sources to assist with its management responsibilities.

36. COMPLIANCE WITH LAWS: The County will abide by and assist the District in satisfying all applicable federal, state, and local laws, rules, regulations, and guidelines, related to performance under this Agreement.

37. TIME: Time is expressly declared to be of the essence of this Agreement.

38. GOVERNING LAW: This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The venue of any legal proceedings for this Agreement shall be in Hillsborough County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue will be in the United States District Court for the Middle District of Florida

39. SECTION CAPTIONS: Articles, subsections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions thereof.

40. NOTICES: Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the

expiration date for such notice, return receipt requested, first class postage prepaid, or by facsimile transmission as follows:

To County: DeSoto County Board of County Commissioners
201 East Oak Street, Suite 201
Arcadia, Florida 34266
Attn: Parks Director

To District: Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
Attn: Bureau Chief
Land Resources Bureau

41. CONDITION OF PROPERTY: This Agreement is made by the District without representations or warranties of any kind. The District assumes no liability or obligation to the County with reference to the condition of the Park or the suitability of the Park for any improvements. The Park is hereby provided by the District to the County in an “as is” condition, with the District assuming no responsibility for the care, repair, maintenance or improvement of the Park for the benefit of the County, except as provided for herein.
42. NON-WAIVER OF REGULATORY AUTHORITY: Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules, and regulations.
43. EFFECTIVE DATE: This Agreement shall be effective upon the date of approval of both the Board of County Commissioners of DeSoto County and the Governing Board of the Southwest Florida Water Management District, whichever is later.
44. SEVERABILITY: If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances will, to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or

circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby and each term, covenant, and condition of this Agreement will be valid and enforced to the fullest extent permitted by law.

45. ENTIRE AGREEMENT: This Agreement and the attached Exhibits constitute the entire agreement between the Parties and unless otherwise provided herein, may be amended only in writing and signed by all Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto, or their lawful representatives, enter into this Agreement on the day and year set forth in the first paragraph, above.

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
Michelle Williamson, Chair

Date: _____

Attest: _____
Paul J. Bispham, Secretary

Date: _____

SEAL

**DESOTO COUNTY, a political subdivision of
the State of Florida**

By: _____
_____, Chair

Date: _____

Attest: _____
Deputy Clerk

Agreement–Deep Creek Preserve Park

CONSENT AGENDA**October 22, 2024****Operations, Lands and Resource Monitoring Committee: Rockridge Road Cattle Lease; SWF Parcel No. 10-200-1316X (Polk County)***Purpose*

The purpose of this item is to request the Governing Board approve the proposed Rockridge Road Cattle Lease (Lease) between the District and Erin Blair (Lessee) and execute the Lease on behalf of the District. The Lease covers approximately 460 acres in northern Polk County within the Green Swamp Wilderness Preserve East Tract (Property). A general location map is included with the proposed Lease, which are attached as Exhibits 1 and 2 respectively.

Background/History

On August 5, 2024, the District advertised Request for Offers (RFO) regarding the Property. The Property is comprised of approximately 213± acres of grazeable Bahia grass pasture and has been managed as a cow-calf operation. The other natural communities on the Property consist of approximately 247± acres of forested wetlands, hardwood hammock, and mesic flatwoods. The Property will be leased for cattle grazing (cow-calf) and haying purposes only.

The maximum stocking rate for the property is 38 Animal Units (an Animal Unit is one bull or one cow with or without one un-weaned calf). The Lessee may stock any number of Animal Units on the Property at or below the maximum without adjustment to the annual rent payment.

The term of the Lease is five years, with an option for the Lessee to request renewal for an additional term of five years. On August 14, 2024, a voluntary site visit was held with seven individuals attending. On August 30, 2024, District staff held the opening for RFO 2401. Eight sealed offers were received, with the highest offer being submitted by Lessee in the amount of \$41.06 per acre, for an annual lease amount of \$19,136.00.

Benefits/Costs

The Lease will provide the District with annual revenue in the amount of \$19,136.00, while also requiring Lessee to perform certain land management functions. The Lessee is responsible for maintaining tropical soda apple control during the duration of the Lease, for maintaining pasture areas and fencing, and otherwise managing certain aspects of the Property. The Lease contains an indemnification clause by Lessee in favor of the District and requires the Lessee to pay any ad valorem taxes assessed on the Property during the duration of the Lease.

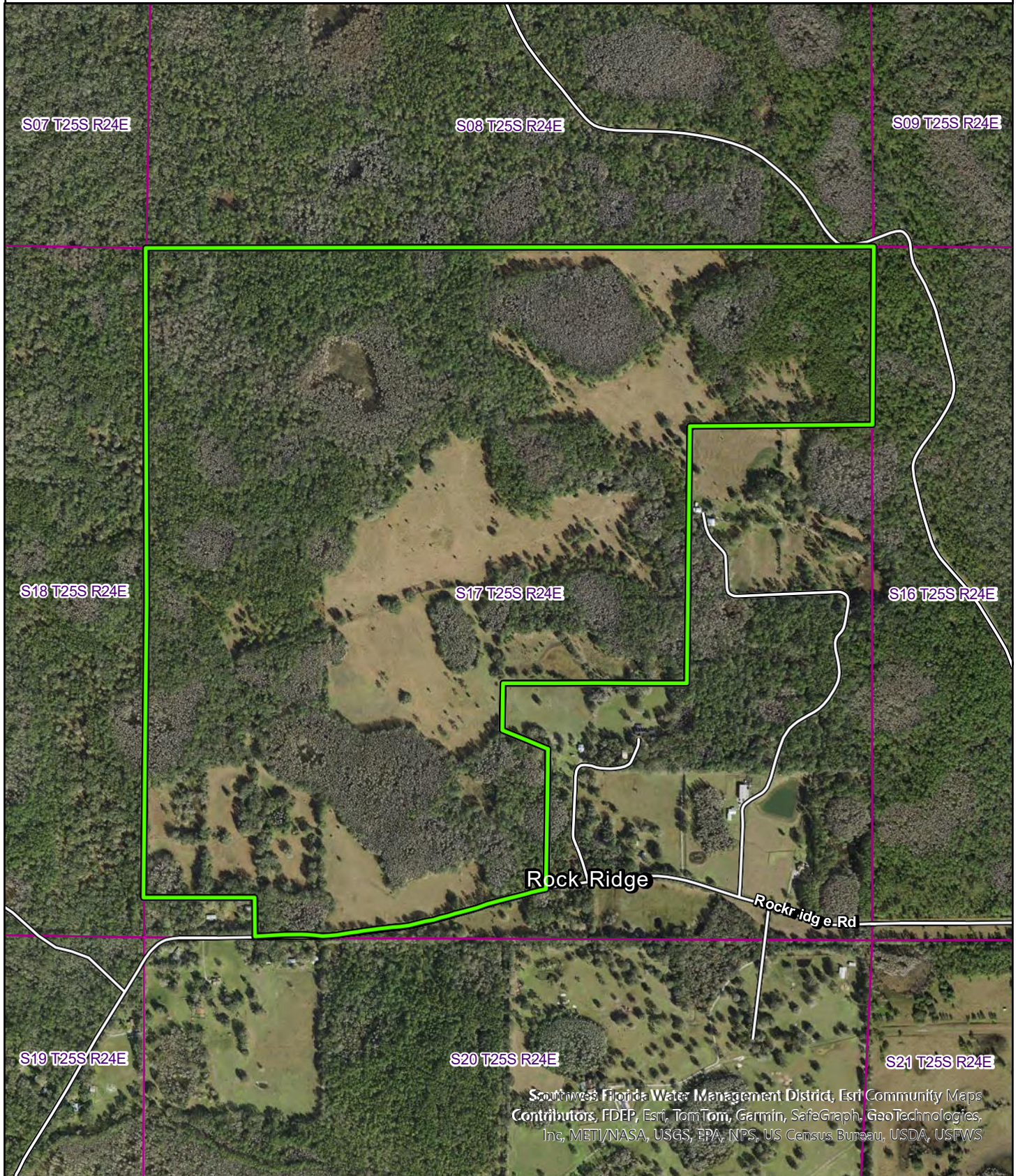
Staff Recommendation:

Approve the award of the Rockridge Road Cattle Lease to Erin Blair and execute the Lease on behalf of the District.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1. Rockridge Road Cattle Lease
 Green Swamp Wilderness Preserve
 Polk County, Florida
 Section 17, Township 25 South, Range 24 East



Southwest Florida
 Water Management District

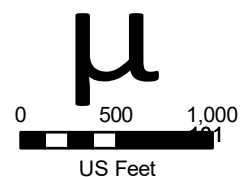
WaterMatters.org • 1-800-423-1476



Cattle Lease
 (SWF#10-200-1316X)



Section/Township/Range



CATTLE GRAZING LEASE AGREEMENT

THIS LEASE, made this 22nd day of October 2024, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter called the "LESSOR", and Erin Blair having an address of 1410 East Georgia Street, Bartow, Florida 33830, hereinafter called the "LESSEE."

WITNESSETH:

The LESSOR, for and in consideration of the rents, covenants and agreements hereinafter contained, does hereby lease to the LESSEE, all that certain property located in Polk County Florida, hereinafter referred to as the "PROPERTY", depicted in Exhibit "A", and described in Exhibit "B" attached hereto, subject to the following terms and conditions:

1. RENT: The LESSEE agrees to pay the LESSOR an annual rental amount of nineteen thousand one hundred thirty-six dollars and zero cents (\$19,136.00) for 460 acres per year, or at the rate of \$41.60 per acre per year. The first payment is due upon execution of this Lease and subsequent payments will be due annually on the anniversary of the execution date of this Lease ("Anniversary Date").

2. TERM: This Lease will be for a term of five (5) years commencing on the date of execution of this Lease, unless otherwise renewed by the LESSOR pursuant to the terms and conditions set forth in Paragraph 21. If this Lease is renewed, then the term will commence on the date of execution by the LESSOR.

3. USE: The LESSEE may use the PROPERTY for cattle grazing and haying purposes only.

4. STOCKING RATE: An Animal Unit is one (1) bull or one (1) cow with or without one (1) un-weaned calf. The maximum Stocking Rate for the PROPERTY is 38 Animal Units. The LESSEE may stock any number of Animal Units at or below the maximum stocking rate stated without an adjustment to the annual rent payment. Upon written request from the LESSEE, the stocking rate may be increased upon a favorable evaluation and written approval by the LESSOR. The LESSOR reserves the right to inspect the condition of the PROPERTY at any time during this Lease and adjust the Stocking Rate due to the PROPERTY being overgrazed based on this inspection and/or forage production analysis. The amount of rent due will be increased or decreased by an amount equal to the percentage change in the number of Animal Units approved by the LESSOR. The change in the Stocking Rate will be effective on the next date rent is due to the LESSOR following the LESSOR'S approval of the increase.

5. ASSIGNMENT: The LESSEE may not assign this Lease, or any interest herein, without the prior written approval of the LESSOR. Neither this Lease nor any interest of the LESSEE herein is assignable or transferable in proceedings by or against the LESSEE in execution, bankruptcy, or insolvency, or in any other manner by operation of law. Any assignment or change of control made either in whole or in part without the prior written approval of the LESSOR shall be void and without legal effect. Any purported assignment or change of control in violation of this Paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease.

6. SUBLEASES: The LESSEE will not sublease the PROPERTY, unless the LESSEE obtains prior written approval of the terms and conditions of the sublease from the

LESSOR. Any sublease not approved in writing by the LESSOR will be void and without legal effect. Any purported sublease in violation of this Paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease. The LESSOR'S approval of a particular sublease does not constitute a waiver of the right to withhold approval of subsequent subleases.

7. FENCING AND IMPROVEMENTS:

- (a) Unless another type of fencing is approved by the District, new fences will be constructed consisting of four (4) strands of barbed wire, attached to pressure treated or iron fence posts. Post spacing will not exceed twenty (20) feet. All fences remain the property of the LESSOR.
- (b) The LESSEE will maintain all fences and gates in good condition during the term of this Lease. In the event an existing fence on the PROPERTY is damaged or inadequate, the LESSEE shall repair or replace it within fourteen (14) days. Fences that must be repaired or replaced will be constructed in compliance with the criteria established in paragraph 7(a)
- (c) The LESSEE must obtain prior written approval from the LESSOR before constructing any additional interior fences upon the PROPERTY. The LESSEE will maintain in good repair, any existing improvements upon the PROPERTY, e.g. troughs, sheds, and other structures, or any improvements that may be placed upon the PROPERTY during the term of this Lease. The LESSEE may not make improvements to the PROPERTY without the prior written approval of the LESSOR. All permanent improvements will remain the property of the LESSOR, e.g. well(s) for cattle watering purposes.
- (d) The LESSEE must use portable cattle pens or construct pens. The LESSEE is solely responsible for expenses incurred in the use or construction of cattle pens.
- (e) The LESSEE will be responsible for establishing a dependable water source on the PROPERTY if needed by the LESSEE. The LESSEE must obtain all necessary permits and authorizations prior to establishing any water source on the PROPERTY. The LESSEE is solely responsible for expenses incurred for establishing water sources.

8. IDENTIFICATION: All cattle must bear identification, e.g., ear tags, tattoos, brands, etc., readily traceable to the LESSEE before their release on the PROPERTY.

9. HUNTING: With the exception of the activities allowed pursuant to paragraph 11 (c), hunting on the leased property is prohibited.

10. PUBLIC USE: The LESSOR reserves the right to use the PROPERTY, in whole or part, for activities, including but not limited to passive recreation.

11. GENERAL OPERATION AND MANAGEMENT: The LESSEE will take appropriate measures to prevent overgrazing, pasture degradation and other environmental impacts to the PROPERTY. Such measures will include but are not limited to the following:

- (a) The LESSEE will conduct all activities in accordance with all applicable rules and regulations. The LESSEE further agrees, when practicable, to conduct all activities

in accordance with the most recent Water Quality Best Management Practices (BMPs), including the Nutrient Application Record form, established by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy (FDACS-OAWP). The FDACS-QAWP Water Quality/Quantity Best Management Practices Manual is available from The FDACS-OWAP at:

<https://www.fdacs.gov/Agriculture-Industry/Water/Agricultural-Best-Management-Practices>

or:

FDACS-OAWP
1203 Governor's Sq. Blvd.
Suite 200
Tallahassee. FL 32301

Prior to conducting activities on the PROPERTY, the LESSEE will demonstrate its intent to implement practicable BMPs by signing the following FDACS-QAWP Notice of Intent to Implement Water Quality BMPs for Florida Cow/Calf Operations form, found within the FDACS-QAWP Water Quality/Quantity Best Management Practices Manual, and submitting them to FDACS-OAWP, with copies to the LESSOR.

- (b) The LESSOR is required to manage invasive plant species on the PROPERTY consistent with Florida Statutes. The LESSEE shall not impede the LESSOR'S efforts to control invasive species on the PROPERTY. The LESSEE shall be solely responsible for maintaining effective control of tropical soda apple (TSA) using the Best Management Practices described in the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, and updates thereto at:

<https://edis.ifas.ufl.edu/publication/uw097>

The LESSOR will ensure that there is less than five percent (5%) coverage of TSA on the PROPERTY at the time this Lease is executed. The LESSOR and the LESSEE will conduct an inspection of the PROPERTY following execution of this Lease, to document that TSA is under satisfactory control. The LESSEE'S failure to maintain acceptable control of TSA will constitute a material breach of this Lease for which the LESSOR may either immediately terminate this Lease or treat the PROPERTY. If the LESSOR chooses to treat the PROPERTY, the LESSEE is solely responsible for the cost of such treatment by the LESSOR and agrees to reimburse the LESSOR the full amount of the cost upon the LESSOR'S written request. The LESSEE'S failure to reimburse the LESSOR within 5 days of receipt of LESSOR'S written request will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease. If the LESSEE uses fertilizer, hay, seed or other planting materials on the PROPERTY that originated off-site, the LESSEE must make every practicable effort to ensure that such materials are free of invasive plant seeds and other propagules before using.

- (c) The LESSEE shall trap or shoot feral hogs on the PROPERTY and maintain a record of all feral hog control activities conducted by the LESSEE. All hogs trapped on the PROPERTY must be euthanized in a humane manner and may not be

relocated or released. The LESSEE will submit the record of all feral hog control activities to the LESSOR by October 1 of each year of this lease.

12. PASTURE CONDITIONS: The LESSEE will take appropriate measures to prevent overgrazing and pasture degradation that include, but are not limited to the following:

- (a) The maintenance of existing improved pastures by rotating, fertilizing, mowing, disking, dragging, and removing invasive plant species.
- (b) Fertilizing and liming the improved pastures when practicable, in accordance with the recommendations of the Natural Resource Conservation Service (NRCS).
- (c) The indirect rotation of cattle through the strategic placement and periodic movement of feed troughs, mineral blocks, water troughs, and molasses tanks. The LESSEE must use a rotational grazing system that will prevent overgrazing of any one pasture.
- (d) To ensure that the quality of the improved pasture is maintained or enhanced, the LESSEE agrees to mow, disc, or drag the pastures at least once a year, or more frequently if required.

13. HAYING: Haying is allowed on the PROPERTY. The LESSEE will conduct haying activities in a manner that will not damage or strip the pasture(s) of desirable grasses. During haying operations, the LESSEE will maintain a two-inch stubble height. If the LESSEE purchases hay, seed or other planting materials off-site, the LESSEE agrees to make every practicable effort to ensure that such materials are free of invasive plant species.

14. QUARANTINE: The LESSEE must quarantine all cattle for seven (7) days prior to releasing them on the PROPERTY. The LESSEE must ensure that all cattle are free of exotic seed prior to releasing them on the PROPERTY.

15. WORKS OF THE DISTRICT: The LESSOR reserves the right to enter upon the PROPERTY, at such times and places as the LESSOR may deem necessary, for the purposes of inspecting the PROPERTY, or constructing roads, canals or ditches, infrastructure and amenities related to public recreation, or other projects, and for any matter pertaining to water management or land management activities.

16. SALE OF PROPERTY: If the LESSOR sells the PROPERTY during the term of this Lease, the LESSOR, in its sole discretion, may either assign this Lease in whole to the new owner without the LESSEE'S consent, or terminate this Lease upon six (6) months prior written notice to the LESSEE.

17. PERSONNEL AND VEHICLES: Only personnel and vehicles utilized or authorized by the LESSEE for use in its cattle grazing and haying operations are allowed on the PROPERTY.

18. PROTECTION: The LESSEE will regularly inspect the PROPERTY to detect and prevent wildfires, trespasses and vandalism on the PROPERTY. Additionally, the LESSEE will regularly inspect the PROPERTY for downed or damaged fence, open gates and cattle that may have strayed from the PROPERTY. The LESSEE must immediately notify the appropriate governmental agencies and the LESSOR upon the discovery of any wildfire, trespass, or

vandalism. The LESSEE is responsible for repairing damaged fences and taking appropriate measures to immediately return stray cattle to the PROPERTY.

19. INDEMNIFICATION: The LESSEE agrees to indemnify and hold harmless the LESSOR and all the LESSOR'S 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 LESSEE, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the LESSEE'S use of the PROPERTY and performance under this Lease. This Paragraph will survive the expiration or termination of this Lease. Nothing contained herein will constitute a waiver of Lessor's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This provision will survive the termination of this Agreement.

20. LESSOR'S OPTION TO RENEW:

- (a) The LESSOR, at its sole discretion, may offer to renew this Lease for one additional five-year term under such terms and conditions as may be established by the LESSOR. The LESSOR will notify the LESSEE if it intends to offer to renew this Lease in accordance with this Paragraph prior to soliciting offers on the PROPERTY. If the LESSOR does not notify the LESSEE of its intent to offer to renew this Lease, then this Lease will expire at the end of the term.
- (b) Approximately six months prior to the expiration of this Lease, the LESSOR may request competitive offers on the PROPERTY. If the LESSOR requests offers under this subparagraph, this Lease may be renewed for one additional five year term under such terms and conditions as may be established by the LESSOR, if the LESSEE meets the following conditions:
 - The LESSEE submits a responsive offer;
 - If the LESSEE'S offer is not the highest offer received, the LESSEE agrees to exceed the highest offer received during the offer process by five percent (5%);
 - The LESSEE has successfully performed under this Lease;
 - The LESSEE agrees to any modifications to the lease terms and conditions as determined by the LESSOR;
 - The LESSEE accepts the renewal terms and conditions within ten (10) business days from receipt of the LESSOR'S offer to renew by delivering notice of the LESSEE'S acceptance to the LESSOR by hand delivery or certified mail. If by certified mail, date of delivery shall be the date the notice is placed in mail.
 - The LESSEE'S failure to deliver written acceptance of the LESSOR'S offer to renew within the time specified will be deemed a rejection of the terms by the LESSEE.

Upon receipt of the LESSEE'S timely written acceptance of the LESSOR'S offer to renew, the LESSOR and the LESSEE will execute a written amendment to this Lease to record the renewal and conditions thereto, if any.

21. INSURANCE: The LESSEE must maintain during the full term of this Lease, and at its sole expense, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. This Lease will not be effective until

the LESSOR has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference this Lease.

- (a) Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability Policy (GC 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Minimum Limits \$1,000,000 per occurrence

- (b) Vehicle liability insurance, including owner, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability Per Person \$100,000
Bodily Injury Liability Per Occurrence \$300,000
Property Damage Liability \$100,000

-or-

Combined Single Limit \$500,000

- (c) The LESSOR and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the LESSOR'S interests arising from this Lease.
- (d) The LESSEE must obtain certificates of insurance from any subcontractor otherwise the LESSEE must provide evidence satisfactory to the LESSOR that coverage is afforded to the subcontractor by the LESSEE'S insurance policies.
- (e) The LESSEE must notify the LESSOR in writing of the cancellation or material change to any insurance coverage required by this Paragraph. Such notification must be provided to the LESSOR within five (5) business days of the LESSEE'S notice of such cancellation or change from its insurance carrier.

22. TAXES: If any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind are assessed or levied lawfully on the PROPERTY, based on the LESSEE'S use of the PROPERTY during the term of this Lease, the LESSEE agrees to pay all such taxes, assessments or liens, within thirty (30) days after receiving written notice from the LESSOR. In the event the LESSEE fails to pay all such taxes assessed or levied on the PROPERTY within thirty (30) days after receiving written notice, the LESSOR may, at its sole option, pay such taxes, liens, or assessments, subject to immediate reimbursement thereof together with any interest, calculated at the maximum rate allowed by law, and any administrative costs incurred by the LESSOR. Failure of the LESSEE to pay any taxes or assessments pursuant to this paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease.

23. MATERIAL BREACH: Each of the following events will constitute a material breach of this Lease by the LESSEE for which the LESSOR may immediately terminate this Lease:

- (a) If the LESSEE transfers this Lease or any of its rights or obligations under this Lease to any other person or entity, except as may be specifically authorized by the terms of this Lease.

- (b) If the LESSEE vacates or abandons the PROPERTY.
- (c) If the LESSEE fails to obtain and carry the required amount of general liability or vehicle insurance or if such insurance should lapse during the term of this Lease.
- (d) If the LESSEE fails to pay the rent.
- (e) If the LESSEE fails to pay any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind which are assessed or levied lawfully on the PROPERTY within thirty (30) days after receiving written notice.
- (f) If the LESSEE fails to reimburse the LESSOR for costs associated with the LESSOR'S treatment of the PROPERTY for TSA pursuant to subparagraph 12. (b).
- (g) If the LESSEE is in noncompliance with any other condition of this Lease and LESSEE fails to remedy such non-compliance within five (5) days after actual notice by the LESSOR, or within ten (10) days of written notice mailed to the LESSEE at the address stated in the introductory paragraph of this Lease.

24. UTILITIES: The LESSEE agrees to pay all deposits and monthly charges for all utility services supplied to the PROPERTY for the benefit of the LESSEE and all costs to repair, replace, clean and maintain connections and service to the PROPERTY.

25. WAIVER: Waiver by the LESSOR of any breach of any term, covenant or condition herein contained will not be deemed to be a future waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition contained herein.

26. TERMINATION: Upon the expiration or termination of this Lease, the LESSEE will vacate the PROPERTY and leave the PROPERTY in the same condition as when the LESSEE took possession.

27. NOTICES: All notices which might be given to the LESSOR or the LESSEE under this Lease will be in writing and by certified mail, to the respective addresses as stated in the introductory Paragraph of this Lease, unless specifically provided otherwise herein.

28. MODIFICATION: This Lease may not be amended except by a formal written amendment signed by the parties. IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

29. VENUE: This Agreement will be construed in accordance with the laws of the State of Florida and venue of any legal proceedings will be in Sumter County, Florida if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida.

30. COUNTERPARTS AND AUTHORITY TO SIGN: In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this

Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Signature page follows]

COPY

**Southwest Florida Water Management District,
LESSOR**

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

BY: _____
Michelle Williamson, Chair

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, as Chairman, of the GOVERNING BOARD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, who is personally known to me.

(Notary Seal)

Notary Public
Print: _____
Commission No: _____
My Commission Expires: _____

ATTEST:

By: _____
John Mitten, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, as Secretary, of the GOVERNING BOARD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, who is personally known to me.

(Notary Seal)

Notary Public
Print: _____
Commission No: _____
My Commission Expires: _____

Approved as to Form

General Counsel

Rockridge Road Cattle Lease
SWF Parcel No. 10-200-1316X

LESSEE

Attest: _____

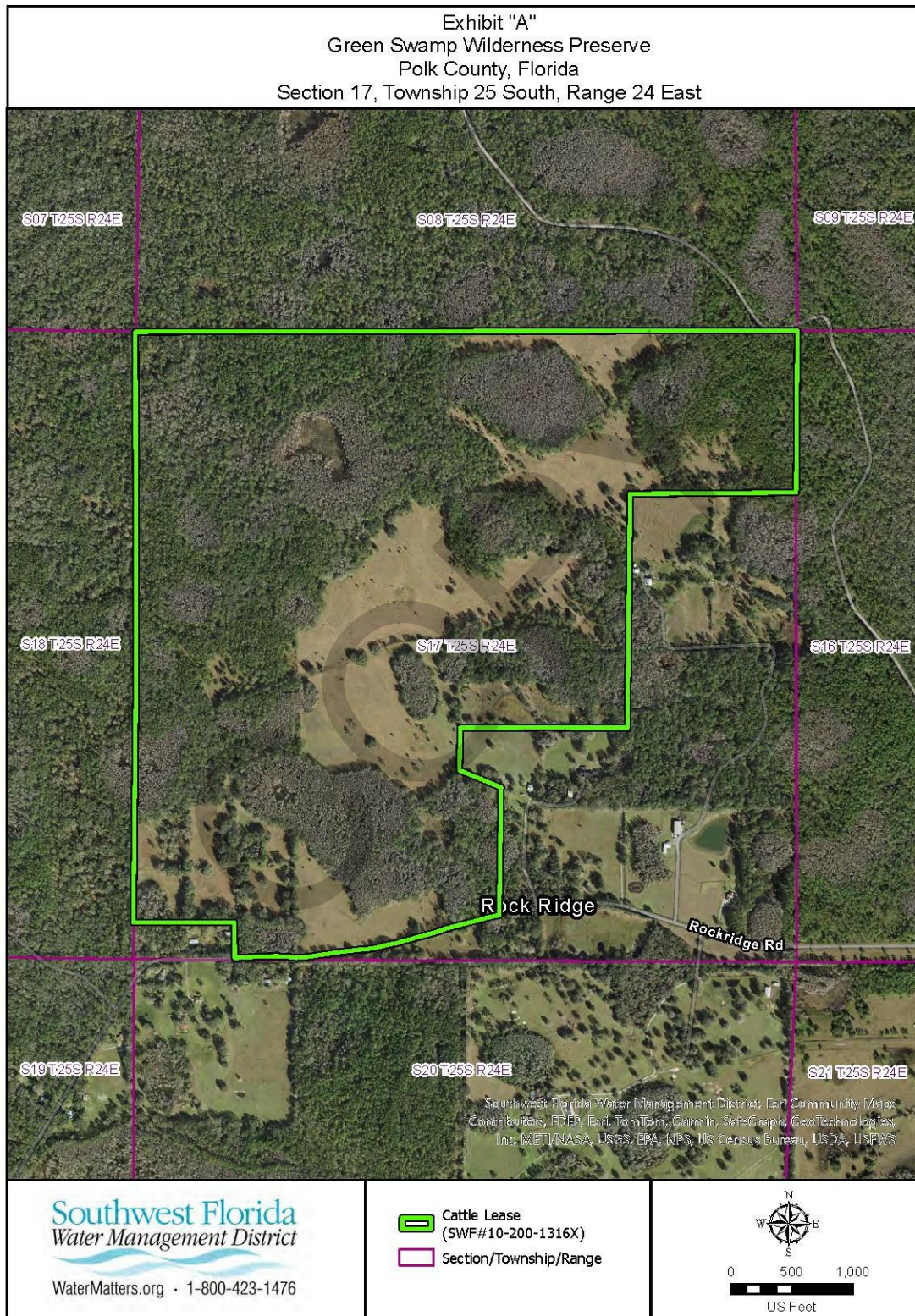
By: _____

(Print Name of Witness)

(Print Name of LESSEE)

COPY

EXHIBIT "A"
LOCATION MAP
SWF Parcel No. 10-200-1316X



Rockridge Road Cattle Lease
 SWF Parcel No. 10-200-1316X

EXHIBIT "B"

Description 10-200-1316X

A portion of those certain parcels of land as described in Official Records Book 1330 Pages 321-322 and Book 1659 Pages 1562-1566 of the Public Records of Polk County, Florida and all of those certain parcels of land as described in Official Records Book 1770 Page 2010, Book 1659 Pages 1570-1574, Book 1659 Pages 1725-1729 and Book 1746 Page 1356, Book 1662, Page 2143 all of the Public Records of Polk County, Florida and being more particularly described as follows:

That part of Official Records Book 1330 Pages 321-322, being described as follows:

The NE1/4 of the NW1/4; the NW1/4 of the NW1/4; the SW1/4 of the NW1/4; the NW1/4 of the SW1/4; the North 3/4 of the SW1/4 of the SW1/4; and the East 3 5/9 acres of the South 1/4 of the SW1/4 of the SW1/4, of Section 17, Township 25 South, Range 24 East, Polk County, Florida, less any existing road right of way.

That part of Official Records Book 1659 Pages 1562-1566, being described as follows:

That part of the West 1/2 of the West 1/2 of the Southeast 1/4, lying North of Rock Ridge Road, in Section 17, Township 25 South, Range 24 East, Polk County, Florida described as follows:

Part (1)

The North 600.00 feet of the West 1/2 of the Northwest 1/4 of the Southeast 1/4.

All of Official Records Book 1770 Page 2010, being described as follows:

The North 600 feet of the East 1/2 of the NW 1/4 of the SE 1/4 of Section 17, Township 25 South, Range 24 East, Polk County, Florida.

All of Official Records Book 1659 Pages 1570-1574, being described as follows:

That portion of the East 1/4 of the SE1/4 of the SW1/4 of Section 17, Township 25 South, Range 24 East, Polk County, Florida, that lies north of Rock Ridge Road.

All of Official Records Book 1659 Pages 1725-1729, being described as follows:

That portion of the W 3/4 of the SE1/4 of the SW1/4 of Section 17, Township 25 South, Range 24 East, Polk County, Florida, lying north of the Rock Ridge Road.

All of Official Records Book 1746 Page 1356, being described as follows:

The NE 1/4 of the NE 1/4; the West 1/2 of the NE 1/4; the SE 1/4 of the NW 1/4; and the NE 1/4 of the SW 1/4 of Section 17, Township 25 South, Range 24 East, Polk County, Florida.

A portion of those lands described in Official Records Book 1667, Page 1967, being described as follows:

Rockridge Road Cattle Lease
SWF Parcel No. 10-200-1316X

Commence at the NW corner of the W 1/2 of the W 1/2 of the SE 1/4 of said Section 17 and run thence S 00°55'30" W, along the West line of said W 1/2 of the W 1/2 of the SE 1/4, a distance of 950.00 feet to the Point of Beginning; thence continue S 00°55'30" W, a distance of 310.15 feet; thence S 89°57'19" E, a distance of 343.78 feet; thence N 00°51'04" E, a distance of 170.00 feet; thence N 67°38'22" W, a distance of 369.05 feet to the Point of Beginning, containing 1.89 acres, more or less.

All of Official Records Book 1662, Page 2143, being described as follows:

That portion of the West 1/4 of the SW1/4 of the SE 1/4 of Section 17, Township 25 South, Range 24 East, Polk County, Florida, that lies North of Rock Ridge Road, containing 6.75 acres, more or less.

Approved for use by the Survey Section 07-31-2024, W.O. 24-132.

Remainder of this page intentionally left blank.

CONSENT AGENDA**October 22, 2024****Operations, Lands and Resource Monitoring Committee: Perpetual Easement – Peace River at Bartow; SWF Parcel No. 20-020-190 (Polk County)***Purpose*

Recommend the Governing Board approve a Perpetual Easement (Easement) between the District and the City of Bartow. This Easement is required for access and long-term monitoring of a proposed surficial aquifer monitor well site at Peace River at Bartow as part of the Central Florida Water Initiative (CFWI). The Easement will allow for perpetual access, installation, monitoring, and maintenance of the well. A general location map, site map, and the Easement are included as Exhibits 1, 2, and 3, respectively.

Background/History

The proposed Peace River at Bartow data collection site, located in Polk County, is for long-term surficial aquifer water level monitoring and requires the construction of one surficial aquifer monitor well. Surficial aquifer monitoring near rivers, lakes and wetlands by the Data, Monitoring, and Investigations Team (DMIT) is part of the CFWI regional monitoring network. This site was identified in the DMIT Hydrogeologic Annual Work Plan FY2021-FY2025 (February 2021). Surficial aquifer monitoring near rivers with established minimum flows is essential to enhance the District's understanding of the Peace River, construct water budget models, and predict changes in water levels due to pumping. Data from the well will be used to relate changes in Peace River water levels to water level changes in the surficial aquifer due to groundwater withdrawals and will help ensure compliance with adopted minimum flows and levels.

Benefits/Costs

The City of Bartow is granting this Easement to the District at no cost. The estimated cost of the well construction project is \$10,000, and the monitoring costs are about \$3,900 (equipment and initial setup) for the first year and \$140 per year, thereafter.

Deliverables

The District will restore the temporary construction area to pre-construction conditions.

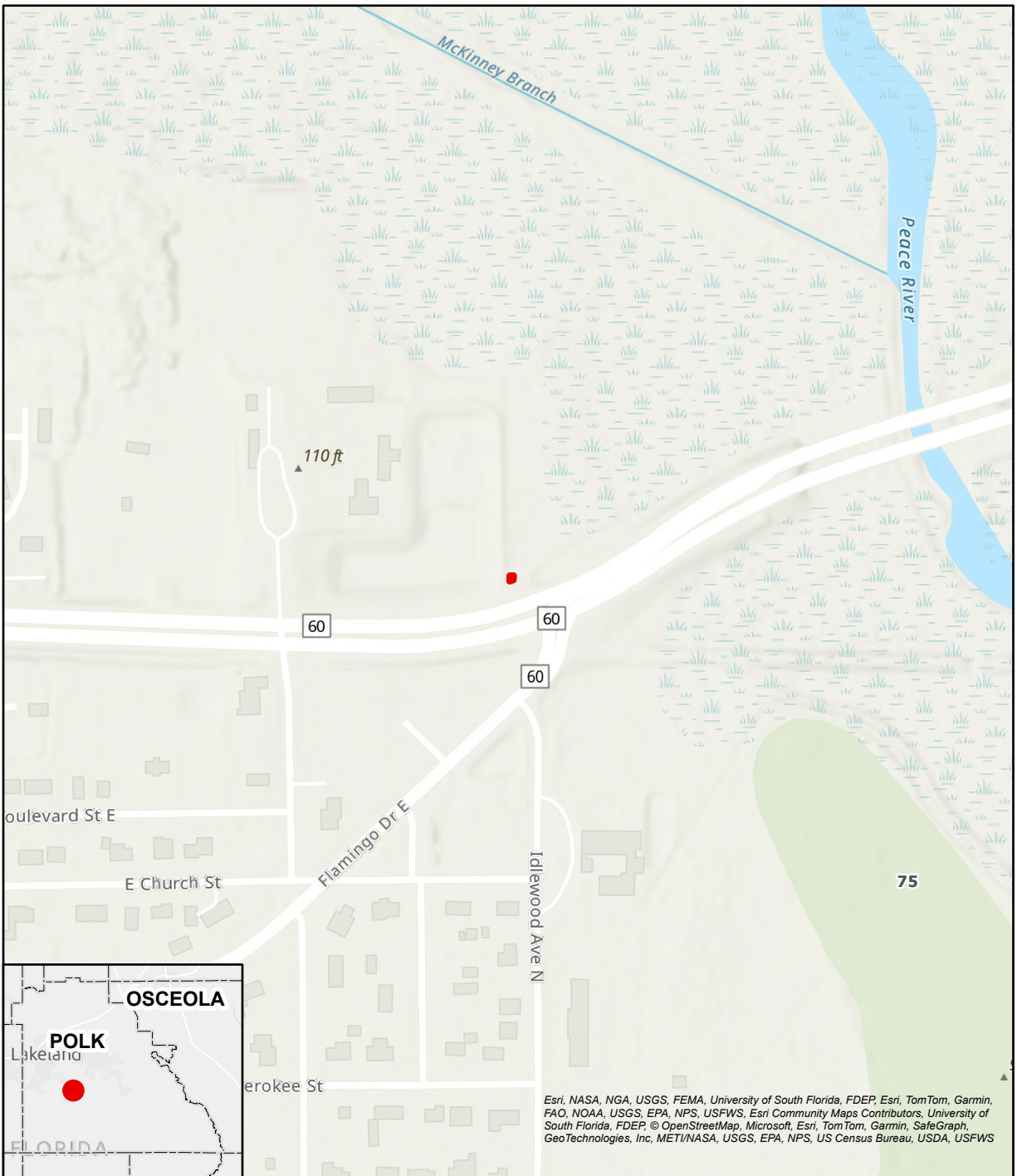
Staff Recommendation:

- Approve the Easement and authorize the Chair and Secretary to execute on behalf of the District; and
- Authorize Staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.


Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1
Peace River at Bartow Easement CFWI - SWF# 20-020-190
Location Map



Esri, NASA, NGA, USGS, FEMA, University of South Florida, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS, Esri Community Maps Contributors, University of South Florida, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

 Easement Area

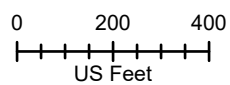



Exhibit 2
Peace River at Bartow Easement CFWI - SWF# 20-020-190
Site Map



Southwest Florida Water Management District, Esri Community Maps Contributors, University of South Florida, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

 Easement Area

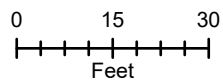


Exhibit 3

Prepared by:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604

Return recorded original to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
Attn. Land Resources Bureau

PERPETUAL EASEMENT

This Easement (this "Easement") is made and entered into this ____ day of _____ 2024, by and between the City of Bartow, a municipal corporation of Florida, having an address of 450 N. Wilson Avenue, Bartow, FL 33830, hereinafter called "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee".

Grantor, for and in consideration of the sum of Ten Dollars and no cents (\$10.00) 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 easement to enter upon, over and across and to use any and all lands more particularly described below solely for the following purposes:

- a. To construct, maintain, repair, or replace one monitoring well and data monitoring equipment over the land more particularly described on **Exhibit "A"** (the "Well Site Easement Area"); and
- b. For ingress and egress upon, over and across the land more particularly described on **Exhibit "A"** (the "Well Site Easement Area") to access the monitoring wells and equipment in order to perform hydrologic measurements.

Grantee shall exercise all of 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 Well Site Easement Area in any manner not inconsistent with this Easement; provided, however, that Grantor shall avoid physically disturbing the well casing or cover (water meter box) of the monitoring well or wells in any way.

Grantee hereby agrees to protect, indemnify, and hold harmless the Grantor from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Well Site Easement Area by the Grantee and its contractors and agents, except to the extent such liability is finally judicially determined to directly arise from the willful misconduct or negligence of the Grantor. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Grantor believes is covered by this indemnity, the Grantor shall give the Grantee notice of the matter. Any failure or delay of the Grantor to notify the Grantee of any such suit, claim or demand shall not relieve the Grantee of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or

delay. This provision shall not be construed as a waiver of Grantee's sovereign immunity for torts or an extension of such liability beyond the limits established in Section 768.28, F.S.

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. This Easement may be amended or modified only by an instrument signed by Grantor and Grantee.

The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida. In the event of any dispute arising out of this Easement or any instrument given in connection herewith, or in the event it shall become necessary for any party to employ counsel to protect the party under this Easement or any instrument given in connection herewith, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the Grantee's sovereign immunity or extend the Grantee's liability beyond the limits established in Section 768.28, F.S.

This grant shall not constitute a dedication to the public, and no parties shall have any rights or entitlements pursuant to the terms of this Easement except as specifically set forth herein.

[signature pages follow]

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

Grantor:

Signed, sealed and delivered
in the presence of:

City of Bartow

Witness #1 signature

By: _____
Name: Trish Pfeiffer
Title: Mayor

Print Witness #1 name

Witness #2 signature

Print Witness #2 name

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by Trish Pfeiffer as Mayor of the City of Bartow. He/She [] is personally known to me or
has produced _____ as identification.

(Seal)

Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____
My Commission
Expires: _____

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

Grantee:

Signed, sealed and delivered
In the preserve of:

Southwest Florida Water Management
District

Witness #1 signature

By: _____
Name: Michelle Williamson
Title: Chair

Print Witness #1 name

ATTEST:

Witness #2 signature

By: _____
Name: Paul J. Bispham
Title: Secretary

Print Witness #2 name

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by _____, as _____, for the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District. He/She [] is personally known to me or has produced _____ as identification.

(Seal)

Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____
My Commission
Expires: _____

EXHIBIT "A"

Legal Description Parcel 20-020-190 (Well Site Easement Area)

A strip of land being a portion of the lands described per Official Records Book 894, Page 113, of the Public Records of Polk County, Florida, lying and being in Section 4, Township 30 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Southwest corner of the Northwest 1/4 of Section 4, Township 30 South, Range 25 East, Polk County, Florida; thence coincident with the South boundary of the Northwest 1/4 of said Section 4, N 89°15'24" E a distance of 1893.00 feet; thence departing said South boundary, N 00°44'36" W a distance of 240.63 feet to a point coincident with the Northerly right-of-way boundary of Highway 60 East per Florida Department of Transportation right-of-way map section 16110-2505, said point also being coincident with a non-tangent curve concave to the North, said curve having a radius of 740.51 feet, a delta angle of 00°24'37" and being subtended by a chord bearing of N 69°49'36 E for a distance of 5.30 feet; thence coincident with said Northerly right-of-way boundary and coincident with the arc of said curve a distance of 5.30 feet to the POINT OF BEGINNING; thence departing said Northerly right-of-way boundary, N 00°44'36" W a distance of 13.65 feet; thence N 89°15'24" E a distance of 10.00 feet; thence S 00°44'36" E a distance of 10.00 feet to a point coincident with said Northerly right-of-way boundary, said point also being coincident with a non-tangent curve concave to the North, said curve having a radius of 740.51 feet, a delta angle of 00°49'25" and being subtended by a chord bearing S 69°12'35" W for a distance of 10.64 feet; thence coincident with said Northerly right-of-way boundary and the arc of said curve a distance of 10.65 feet to the POINT OF BEGINNING.

Containing an area of 118.38 square feet, 0.003 acres, more or less.

Remainder of this page is intentionally left blank.

CONSENT AGENDA**October 22, 2024****Operations, Lands and Resource Monitoring Committee: Perpetual Easement and Temporary Construction Easement – Peace River Manasota Regional Water Supply Authority – Phase 2B Pipeline Project; SWF Parcel No. 21-708-139X & 21-708-140X (Sarasota County)***Purpose*

The purpose of this item is to recommend the Governing Board approve a perpetual easement and temporary construction easement to Peace River Manasota Regional Water Supply Authority (PRMRWSA) for the construction of a potable water transmission interconnection in the Myakka State Forest. A location map, site map, and the two easements are attached as Exhibits 1, 2, 3, and 4, respectively.

Background/History

In October 1995, the Southwest Florida Water Management District (District) and The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (BOT), jointly acquired and hold shared title to property known as the Myakka State Forest (Property). The District and BOT entered into an Intergovernmental Lease Agreement with the Florida Department of Agriculture and Consumer Services, Division of Forestry (FFS) for management and operation of the Property in 1997 for a term of 50 years.

The PRMRWSA has been awarded cooperative funding from the District for the design, permitting and construction of a potable water transmission interconnection to supply additional alternative water supplies to Charlotte County. This interconnect is part of the Regional Integrated Loop System to extend the system south from Serris Boulevard to the Gulf Cove Water Booster Pump Station in Charlotte County, through the property. The PRMRWSA's Phase 2B pipeline is one of the Governing Board's seven prioritized large-scale alternative water supply projects included in the District's long-term funding plan. These easements have been approved by the BOT at the Acquisition Restoration Council (ARC) meeting in October 2024.

Benefits/Cost

Approval of these Easements aids the District in fulfilling its Alternative Water Supplies Strategic Initiative goal, which is to increase development of alternative sources of water to ensure groundwater and surface water sustainability. The Phase 2B pipeline project will assist in meeting regional water supply demands and implementation of the SWUCA Recovery Strategy. There is no cost to the District other than staff time to process the easements.

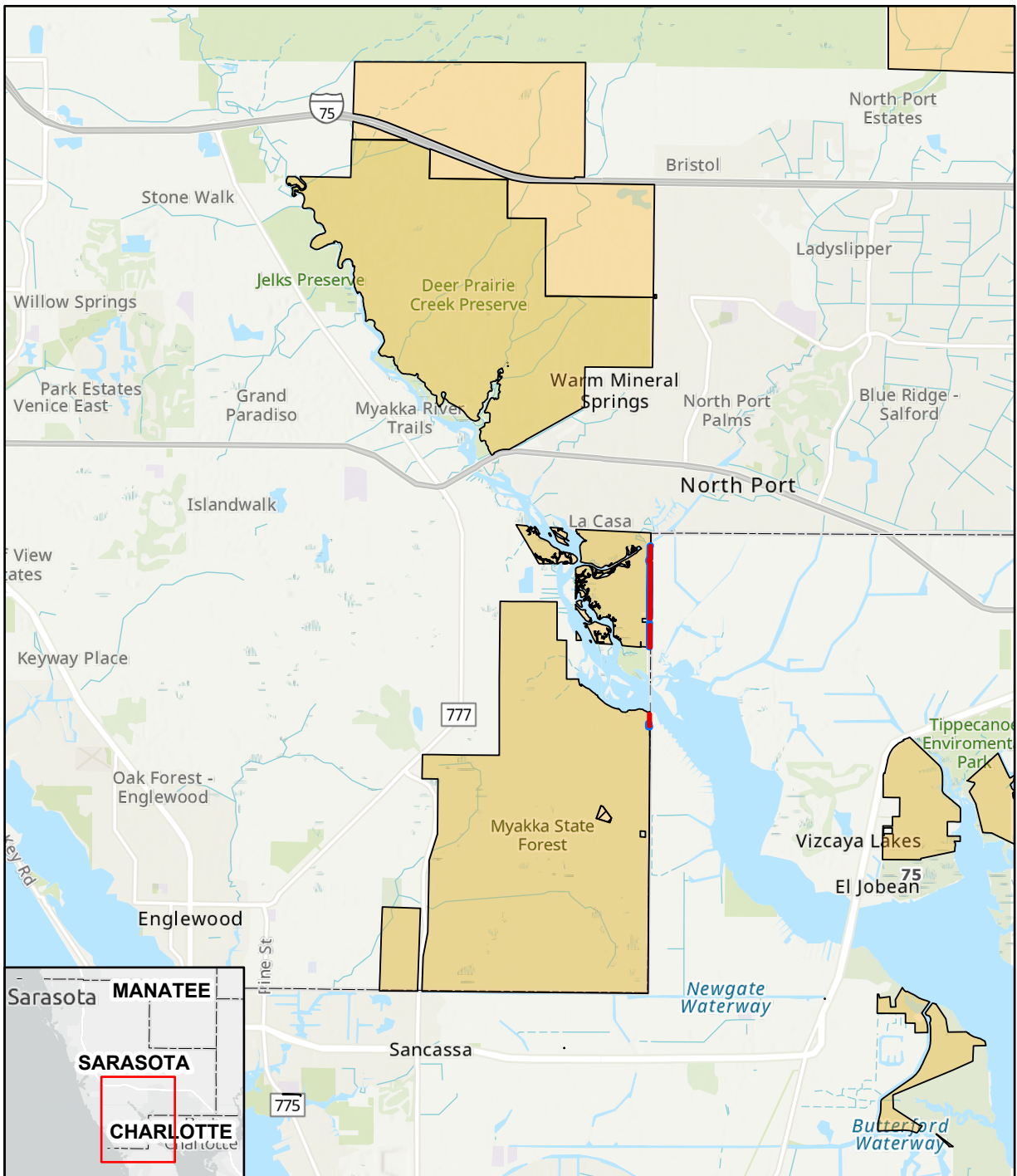
Staff Recommendation:

- Approve the Easements and Authorize the Chair and Secretary to execute on behalf of the District; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

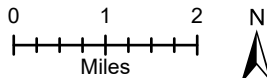
Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1 Location Map



Esri, NASA, NOAA, USGS, University of South Florida, Sarasota County GIS, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS, University of South Florida, Charlotte County, Sarasota County GIS, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

- SWF# 21-708-139X (Permanent Easement)
- SWF# 21-708-140X (Temporary Construction Easement)
- District Owned Lands Fee Simple
- District Owned Land Easements



Southwest Florida
Water Management District

Exhibit 2 Site Map



University of South Florida, Charlotte County, Sarasota County GIS, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Charlotte County, Maxar

- ▬ SWF# 21-708-140X (Temporary Construction Easement)
- ▬ SWF# 21-708-139X (Permanent Easement)
- District Owned Lands Fee Simple

0 1,000 2,000
Feet



Southwest Florida
Water Management District

This Easement was prepared by:
Rebecca Bone,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
Action No. 49202

OAE1
[+/- 10.2 acres]

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

EASEMENT

Easement Number 33600

THIS EASEMENT, made and entered into this _____ day of _____, 20____, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** (as to its undivided 50% interest), acting pursuant to its authority set forth in Section 253.03, Florida Statutes, and **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT** (as to its undivided 50% interest), a public body existing under Chapter 373, Florida Statutes, hereinafter collectively referred to as "GRANTOR", and **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a Public Agency, established under Section 163.01(7)(g)1, Florida Statutes, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the **STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE** under Lease Number **4102** ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for construction, operation and maintenance of an underground potable water line; and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in **Sarasota** County, Florida, to-wit:

(See Exhibit "A" Attached)(the "Easement Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM:** The term of this easement shall be for a period of **fifty (50) years** commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited to construction, operation and maintenance of an underground potable water line, upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

4. **ASSIGNMENT**: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. **RIGHT OF INSPECTION**: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic

sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

11. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. **SOVEREIGNTY SUBMERGED LANDS:** This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.

13. **ENTIRE UNDERSTANDING:** This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. **TIME:** Time is expressly declared to be of the essence of this easement.

15. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. **PAYMENT OF TAXES AND ASSESSMENTS:** GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. **AUTOMATIC REVERSION:** This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

18. **RECORDING OF EASEMENT**: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. **GOVERNING LAW**: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

21. **SPECIAL CONDITIONS**: The following special condition shall apply to this easement:

By issuance of this easement, GRANTOR acknowledges that GRANTEE has fully satisfied GRANTEE'S agreed upon additional compensation to the managing agencies in an amount equal to or greater than \$122,400.

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

IN WITNESS WHEREOF, the parties have caused this easement to be executed on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

**STATE OF FLORIDA
COUNTY OF LEON**

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

Approved Subject to Proper Execution:

BY: _____
DEP Attorney Date

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

(SEAL)

BY: _____

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

“GRANTOR”

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes

(SEAL)

BY: _____
Michelle Williamson, Chair

“GRANTOR”

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____physical presence or ____online notarization this _____ day of _____, 20____, by Michelle Williamson, as Chair, for and on behalf of the Southwest Florida Water Management District. She is personally known to me or who has produced _____, as identification.

Notary Public, State of Florida

Approved Subject to Proper Execution:

Printed, Typed or Stamped Name

By: _____
SWFWMD Attorney Date

My Commission Expires: _____

Commission/Serial No. _____

Approved By:

Paul J. Bispham, Secretary Date

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

**PEACE RIVER MANASOTA REGIONAL WATER
SUPPLY AUTHORITY**, a Public Agency, established under
Section 163.01(7)(g)1, Florida Statutes

(SEAL)

BY: _____

Original Signature of Executing Authority

Elton Langford, Chair

Typed/Printed Name of Executing Authority and Title

“GRANTEE”

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization
this _____ day of _____, 20 ____, by Elton Langford, as Chair, for and on behalf of Peace River
Manasota Regional Water Supply Authority. He is personally known to me or who has produced _____,
as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

EXHIBIT "A"

A 50' WIDE PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'03" W ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 905.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°19'03" W ALONG SAID EAST LINE, A DISTANCE OF 949.80 FEET; THENCE N 89°59'13" W, A DISTANCE OF 50.00 FEET; THENCE N 00°19'03" E PARALLEL WITH THE EAST LINE OF SAID SECTION 1 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 919.35 FEET; THENCE N 58°44'55" E, A DISTANCE OF 58.69 FEET TO THE POINT OF BEGINNING.

AND

A PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'03" W ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 1786.03 FEET; THENCE N 89°40'57" W DEPARTING SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S 45°20'55" W, A DISTANCE OF 98.94 FEET; THENCE S 89°59'13" E, A DISTANCE OF 70.00 FEET; THENCE N 00°19'03" E PARALLEL WITH THE EAST LINE OF SAID SECTION 1 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 69.55 FEET TO THE POINT OF BEGINNING.

AND

A PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'03" W ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 2015.31 FEET TO THE POINT OF BEGINNING; THENCE S 00°19'03" W CONTINUING ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 3270.96 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N 90°00'00" W ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 50.00 FEET; THENCE N 00°19'03" E PARALLEL WITH THE EAST LINE OF SAID SECTION 1 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 3200.52 FEET; THENCE N 44°39'05" W, A DISTANCE OF 99.05 FEET; THENCE S 89°59'13" E, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

BSM
Approved

Digitally signed
by BSM Approved
Date: 2024.06.25
08:05:23 -04'00'

Peace River Water Authority Potable Water Pipeline Myakka SF
Myakka State Forest
Sarasota County

AND

A 50' WIDE PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 656.00 FEET; THENCE N 89°40'41" W DEPARTING SAID EAST LINE, A DISTANCE OF 50.00 FEET; THENCE N 00°19'19" E PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 655.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE S 90°00'00" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

AND

A 50' WIDE PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 1101.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°19'19" W ALONG SAID EAST LINE, A DISTANCE OF 1542.55 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE N 84°31'00" W, A DISTANCE OF 50.20 FEET; THENCE N 00°19'19" E PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 1538.03 FEET; THENCE S 89°40'41" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

AND

A 50' WIDE PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 13, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST; THENCE N 00°20'55" E ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 2590.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°20'55" E ALONG SAID WEST LINE, A DISTANCE OF 824 FEET MORE OR LESS TO THE MEAN HIGH WATER OF THE "MYAKKA RIVER"; THENCE WESTERLY ALONG SAID MEAN HIGH WATER, A DISTANCE OF 50.00 FEET MORE OR LESS; THENCE S 00°20'55" W, PARALLEL WITH AND 50' WESTERLY THEREFROM THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 823 FEET MORE OR LESS; THENCE S 89°41'18" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

BSM
Approved

Digitally signed
by BSM Approved
Date: 2024.06.25
08:00:54 -04'00'

Peace River Water Authority Potable Water Pipeline Myakka SF
Myakka State Forest
Sarasota County

SKETCH

POINT OF COMMENCEMENT
NE CORNER 1-40-20

1-40-20

6-40-21

0 150 300

S 00°19'03" W
1786.03'

EAST LINE 1-40-20
(COUNTY LINE)

0793 00 1000

POINT OF
BEGINNING

PERMANENT
UTILITY EASEMENT
2,434 SF ±

0793 00 1020

L1

L4

0793 00 1010

L3

L1

N 89°40'57" W
50.00'

L2

S 45°20'55" W
98.94'

L3

S 89°59'13" E
70.00'

L4

N 00°19'03" E
69.55'

DESCRIPTION

A PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'03" W ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 1786.03 FEET; THENCE N 89°40'57" W DEPARTING SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S 45°20'55" W, A DISTANCE OF 98.94 FEET; THENCE S 89°59'13" E, A DISTANCE OF 70.00 FEET; THENCE N 00°19'03" E PARALLEL WITH THE EAST LINE OF SAID SECTION 1 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 69.55 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 2,434 SQUARE FEET MORE OR LESS.

ABBREVIATIONS

SF	SQUARE FEET
NE	NORTHEAST
PID	PARCEL IDENTIFICATION

BSM

Digitally signed by
BSM Approved
Date: 2024.06.25
07:51:11 -04'00'

NOTES Approved

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'03" W.

PAGE 1 OF 1

PID 0793 00 1000

PERMANENT UTILITY EASEMENT

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
RAISED SEAL OR DIGITAL SIGNATURE OF A
PROFESSIONAL SURVEYOR AND MAPPER.

Russell P
Hyatt

Digitally signed by Russell
P Hyatt
Date: 2024.06.12 18:51:58
-04'00'

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

SECTION 01 TOWNSHIP 40 S RANGE 20 E

SARASOTA COUNTY, FLORIDA

DRAWN: JM

DATE
DECEMBER 2023

SCALE
1" = 300'

22-2795

DESCRIPTION

A PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'03" W ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 2015.31 FEET TO THE POINT OF BEGINNING; THENCE S 00°19'03" W CONTINUING ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 3270.96 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N 90°00'00" W ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 50.00 FEET; THENCE N 00°19'03" E PARALLEL WITH THE EAST LINE OF SAID SECTION 1 AND 50.00 WESTERLY THEREFROM, A DISTANCE OF 3200.52 FEET; THENCE N 44°39'05" W, A DISTANCE OF 99.05 FEET; THENCE S 89°59'13" E, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 3.81 ACRES MORE OR LESS.

BSM
Approved

Digitally signed
by BSM Approved
Date: 2024.06.25
07:51:50 -04'00'

NOTES

- 1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
- 2. BEARINGS ARE BASED ON THE EAST LINE OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'03" W.

PAGE 1 OF 2

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
RAISED SEAL OR DIGITAL SIGNATURE OF A
PROFESSIONAL SURVEYOR AND MAPPER.

Russell P
Hyatt

Digitally signed by Russell
P Hyatt
Date: 2024.06.12 18:52:37
-04'00'

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

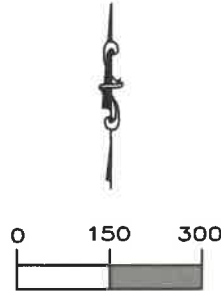
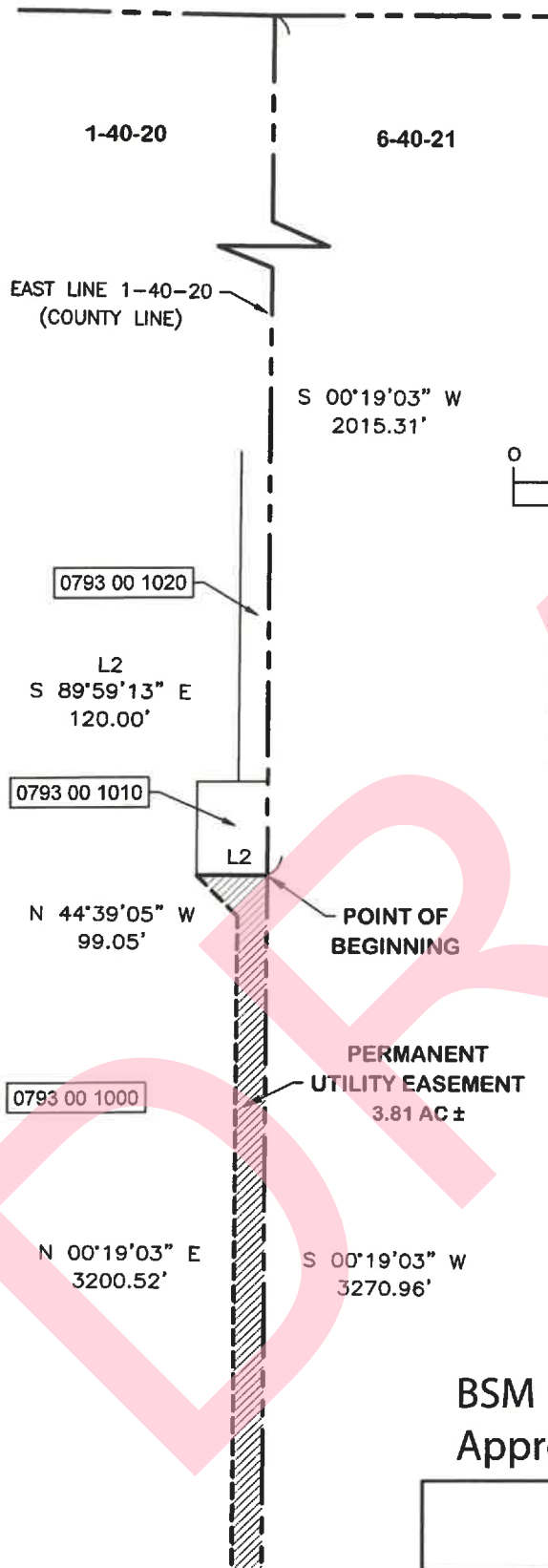
PID 0793 00 1000
PERMANENT UTILITY EASEMENT

SECTION 01 TOWNSHIP 40 S RANGE 20 E			SARASOTA COUNTY, FLORIDA		DRAWN: JM	
			DATE	SCALE		
			DECEMBER 2023	N/A		
					22-2795	

SKETCH

SEE BELOW LEFT
FOR CONTINUATION

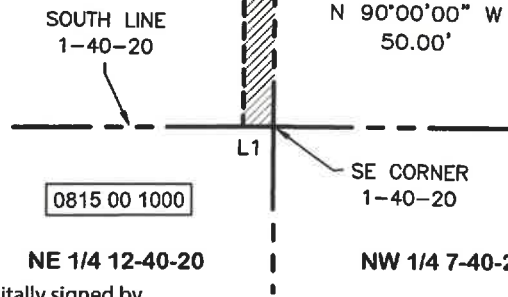
POINT OF COMMENCEMENT
NE CORNER 1-40-20



ABBREVIATIONS

AC ACRES
NE NORTHEAST
NW NORTHWEST
SE SOUTHEAST
SW SOUTHWEST
PID PARCEL IDENTIFICATION

PERMANENT
UTILITY EASEMENT
3.81 AC ±



BSM
Approved

Digitally signed by
BSM Approved
Date: 2024.06.25
07:54:15 -04'00'

PAGE 2 OF 2

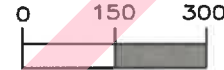
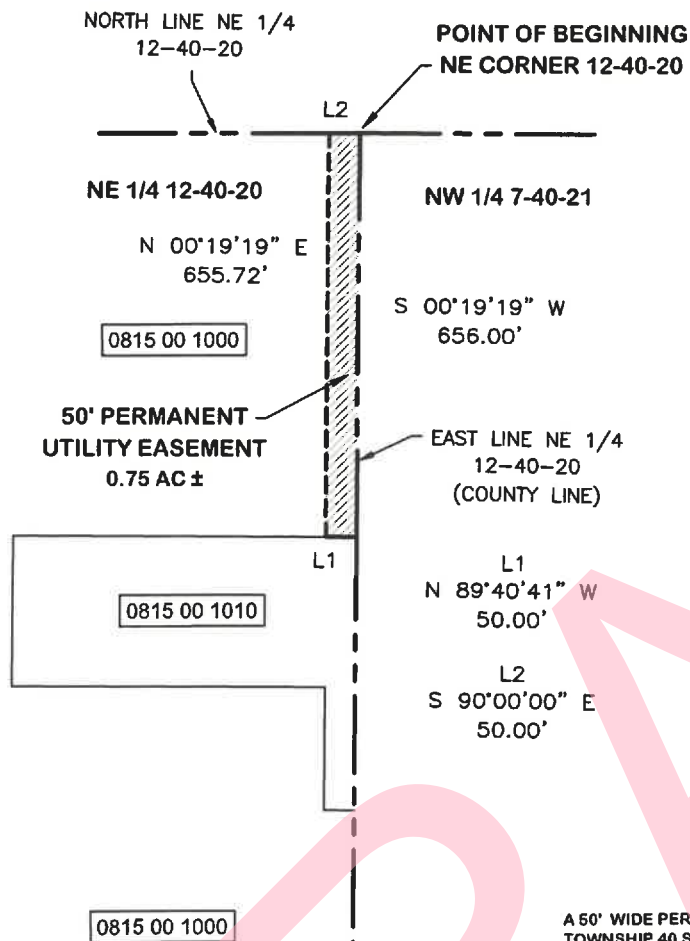
PID 0793 00 1000
PERMANENT UTILITY EASEMENT

SEE ABOVE RIGHT
FOR CONTINUATION

SECTION 01 TOWNSHIP 40 S RANGE 20 E	SARASOTA COUNTY, FLORIDA		DRAWN: JM
	DATE DECEMBER 2023	SCALE 1" = 300'	

22-2795

SKETCH



ABBREVIATIONS

AC	ACRES
NE	NORTHEAST
NW	NORTHWEST
PID	PARCEL IDENTIFICATION

DESCRIPTION

A 50' WIDE PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 656.00 FEET; THENCE N 89°40'41" W DEPARTING SAID EAST LINE, A DISTANCE OF 50.00 FEET; THENCE N 00°19'19" E PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 655.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE S 90°00'00" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.75 ACRES MORE OR LESS.

BSM

Approved

Digitally signed
by BSM Approved
Date: 2024.06.25
07:54:56 -04'00'

NOTES

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A PROFESSIONAL SURVEYOR AND MAPPER.

Russell P
Hyatt

Digitally signed by Russell
P Hyatt
Date: 2024.06.12 18:53:18
-04'00'

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

PAGE 1 OF 1

PID 0815 00 1000
50' PERMANENT UTILITY EASEMENT

SECTION 12 TOWNSHIP 40 S RANGE 20 E

SARASOTA COUNTY, FLORIDA

DRAWN: JM

DATE
NOVEMBER 2023

SCALE
1" = 300'

22-2795

DESCRIPTION

A 50' WIDE PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 1101.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°19'19" W ALONG SAID EAST LINE, A DISTANCE OF 1542.55 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE N 84°31'00" W, A DISTANCE OF 50.20 FEET; THENCE N 00°19'19" E PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 1538.03 FEET; THENCE S 89°40'41" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 1.77 ACRES MORE OR LESS.

BSM
Approved

Digitally signed by
BSM Approved
Date: 2024.06.25
07:55:38 -04'00'

NOTES

- 1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
- 2. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A PROFESSIONAL SURVEYOR AND MAPPER.

Russell P Hyatt

Digitally signed by Russell P Hyatt
Date: 2024.06.12 18:53:35
-04'00'

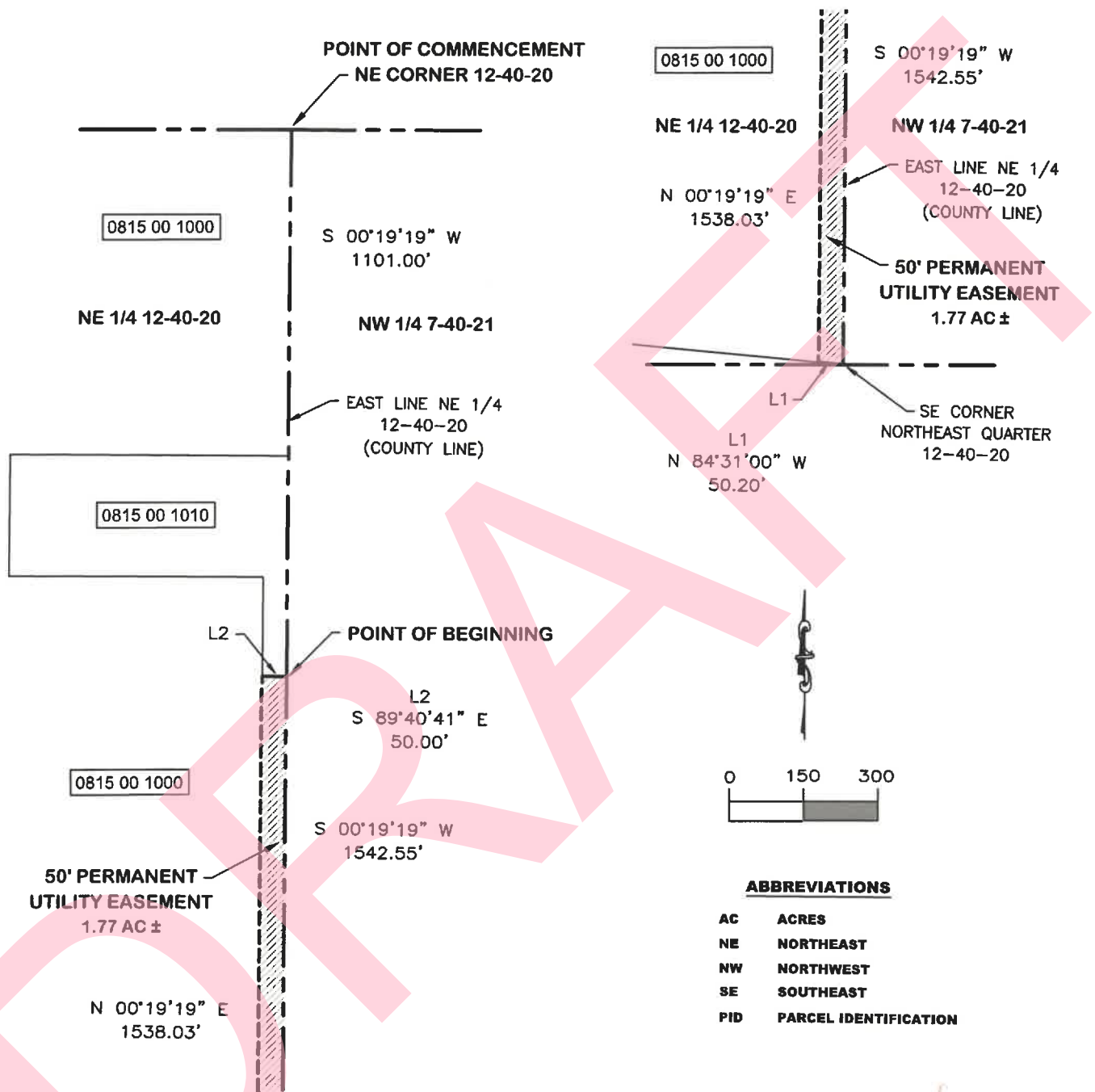
RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

PAGE 1 OF 2

PID 0815 00 1000 50' PERMANENT UTILITY EASEMENT			
SECTION 12 TOWNSHIP 40 S RANGE 20 E	SARASOTA COUNTY, FLORIDA		DRAWN: JM
	DATE NOVEMBER 2023	SCALE N/A	22-2795

SKETCH

**SEE BELOW LEFT
FOR CONTINUATION**



ABBREVIATIONS

AC	ACRES
NE	NORTHEAST
NW	NORTHWEST
SE	SOUTHEAST
PID	PARCEL IDENTIFICATION

BSM

Approved

Digitally signed
by BSM Approved
Date: 2024.06.25
07:56:14 -04'00'

PAGE 2 OF 2

PID 0815 00 1000			
50' PERMANENT UTILITY EASEMENT			
SECTION 12 TOWNSHIP 40 S RANGE 20 E	SARASOTA COUNTY, FLORIDA		DRAWN: JM
	DATE NOVEMBER 2023	SCALE 1" = 300'	22-2795

SKETCH

L1 WESTERLY 50.00'+/-
L2 S 89°41'18" E 50.00'

WATERS OF
"MYAKKA RIVER"

APPROX. MHW

50' PERMANENT
UTILITY EASEMENT
0.95 AC ±

13-40-20

18-40-21

0817 00 1000

402118351001

S 00°20'55" W
823'+/-

N 00°20'55" E
824'+/-

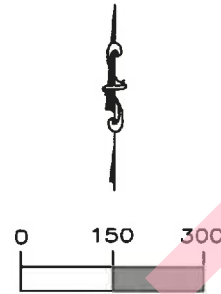
POINT OF
BEGINNING

L2

WEST LINE 18-40-21
(COUNTY LINE)

N 00°20'55" E
2590.54'

POINT OF COMMENCEMENT
SW CORNER 18-40-21



DESCRIPTION

A 50' WIDE PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 13, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST; THENCE N 00°20'55" E ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 2590.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°20'55" E ALONG SAID WEST LINE, A DISTANCE OF 824 FEET MORE OR LESS TO THE MEAN HIGH WATER OF THE "MYAKKA RIVER"; THENCE WESTERLY ALONG SAID MEAN HIGH WATER, A DISTANCE OF 50.00 FEET MORE OR LESS; THENCE S 00°20'55" W, PARALLEL WITH AND 50' WESTERLY THEREFROM THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 823 FEET MORE OR LESS; THENCE S 89°41'18" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.95 ACRES MORE OR LESS.

ABBREVIATIONS

AC	ACRES
SW	SOUTHWEST
MHW	MEAN HIGH WATER

NOTES

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. MEAN HIGH WATER LOCATION IS APPROXIMATED.
3. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST BEING N 00°20'55" E.

PAGE 1 OF 1

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
RAISED SEAL OR DIGITAL SIGNATURE OF A
PROFESSIONAL SURVEYOR AND MAPPER.

Russell P
Hyatt

Digitally signed by Russell
P Hyatt
Date: 2024.06.12 18:54:47
-04'00'

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

BSM
Approved

Digitally signed
by BSM Approved
Date: 2024.06.25
07:56:58 -04'00'

50' PERMANENT UTILITY EASEMENT

SECTION 13 TOWNSHIP 40 S RANGE 20 E

SARASOTA COUNTY, FLORIDA

DRAWN: JM

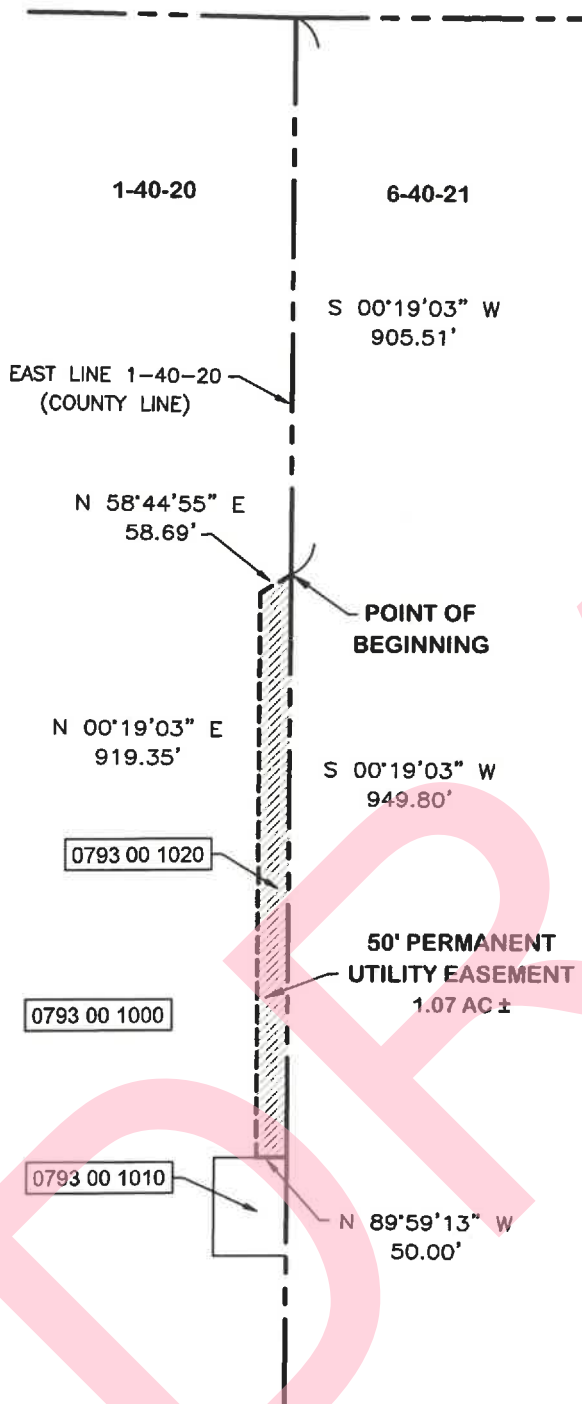
DATE
OCTOBER 2023

SCALE
1" = 300'

22-2795

SKETCH

POINT OF COMMENCEMENT
NE CORNER 1-40-20



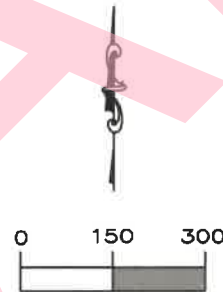
DESCRIPTION

A 50' WIDE PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'03" W ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 905.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°19'03" W ALONG SAID EAST LINE, A DISTANCE OF 949.80 FEET; THENCE N 89°59'13" W, A DISTANCE OF 50.00 FEET; THENCE N 00°19'03" E PARALLEL WITH THE EAST LINE OF SAID SECTION 1 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 919.35 FEET; THENCE N 58°44'55" E, A DISTANCE OF 58.69 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 1.07 ACRES MORE OR LESS.

POINT OF
BEGINNING



50' PERMANENT
UTILITY EASEMENT
1.07 AC ±

ABBREVIATIONS

AC	ACRES
NE	NORTHEAST
NW	NORTHWEST
PID	PARCEL IDENTIFICATION

NOTES

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'03" W.

PAGE 1 OF 1

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
RAISED SEAL OR DIGITAL SIGNATURE OF A
PROFESSIONAL SURVEYOR AND MAPPER.

Russell P Hyatt

Digitally signed by Russell P
Hyatt
Date: 2024.06.12 18:51:32
-04'00'

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

PID 0793 00 1020
50' PERMANENT UTILITY EASEMENT

SECTION 01 TOWNSHIP 40 S RANGE 20 E

SARASOTA COUNTY, FLORIDA

DRAWN: JM

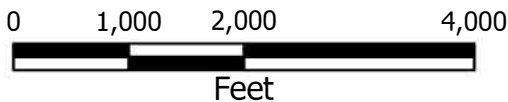
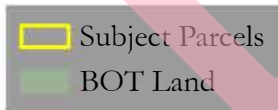
DATE
NOVEMBER 2023

SCALE
1" = 300'

22-2795

BSM
Approved

Digitally signed by
BSM Approved
Date: 2024.06.25
07:50:05 -04'00'



Peace River Water Authority Potable Water Pipeline Myakka SF

Sarasota County, Florida

Exhibit 4

This Easement was prepared by:
Rebecca Bone,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
Action No. 49201

OAE1
[+/- 4.3 acres]

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

EASEMENT

Easement Number 33599

THIS EASEMENT, made and entered into this _____ day of _____, 20____, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** (as to its undivided 50% interest), acting pursuant to its authority set forth in Section 253.03, Florida Statutes, and **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT** (as to its undivided 50% interest), a public body existing under Chapter 373, Florida Statutes, hereinafter collectively referred to as "GRANTOR", and **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a Public Agency, established under Section 163.01(7)(g)1, Florida Statutes, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the **STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE** under Lease Number **4102** ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for construction of an underground potable water line; and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in **Sarasota** County, Florida, to-wit:

(See Exhibit "A" Attached)(the "Easement Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM:** The term of this easement shall be for a period of **two (2) years** commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited to construction of an underground potable water line, upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

4. **ASSIGNMENT**: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.
5. **RIGHT OF INSPECTION**: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.
6. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.
7. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.
8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
9. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic

sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

11. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. **SOVEREIGNTY SUBMERGED LANDS:** This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.

13. **ENTIRE UNDERSTANDING:** This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. **TIME:** Time is expressly declared to be of the essence of this easement.

15. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. **PAYMENT OF TAXES AND ASSESSMENTS:** GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. **AUTOMATIC REVERSION:** This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

18. **RECORDING OF EASEMENT**: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. **GOVERNING LAW**: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

21. **SPECIAL CONDITIONS**: The following special condition shall apply to this easement:

By issuance of this easement, GRANTOR acknowledges that GRANTEE has fully satisfied GRANTEE'S agreed upon additional compensation to the managing agencies in an amount equal to or greater than \$750.

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

IN WITNESS WHEREOF, the parties have caused this easement to be executed on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

STATE OF FLORIDA
COUNTY OF LEON

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

Approved Subject to Proper Execution:

BY: _____
DEP Attorney Date

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

(SEAL)

BY: _____

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

“GRANTOR”

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

**SOUTHWEST FLORIDA WATER MANAGEMENT
DISTRICT**, a public body existing under Chapter 373,
Florida Statutes

(SEAL)

BY: _____

Michelle Williamson, Chair

“GRANTOR”

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____physical presence or ____online notarization
this _____ day of _____, 20____, by Michelle Williamson, as Chair, for and on behalf of the Southwest
Florida Water Management District. She is personally known to me or who has produced _____
_____, as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

Approved Subject to Proper Execution:

By: _____
SWFWMD Attorney Date

Approved By:

Paul J. Bispham, Secretary Date

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

**PEACE RIVER MANASOTA REGIONAL WATER
SUPPLY AUTHORITY**, a Public Agency, established under
Section 163.01(7)(g)1, Florida Statutes

(SEAL)

BY: _____

Original Signature of Executing Authority

Elton Langford, Chair

Typed/Printed Name of Executing Authority and Title

“GRANTEE”

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization
this _____ day of _____, 20____, by Elton Langford, as Chair, for and on behalf of Peace River
Manasota Regional Water Supply Authority. He is personally known to me or who has produced _____,
as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

EXHIBIT "A"

A TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'03" W ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 876.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°19'03" W ALONG SAID EAST LINE, A DISTANCE OF 29.34 FEET; THENCE S 58°44'55" W DEPARTING THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 58.69 FEET; THENCE S 00°19'03" W, A DISTANCE OF 849.80 FEET; THENCE S 45°20'55" W, A DISTANCE OF 98.94 FEET; THENCE S 00°19'03" W, A DISTANCE OF 160.00 FEET; THENCE S 44°39'05" E, A DISTANCE OF 99.05 FEET; THENCE S 00°19'03" W, A DISTANCE OF 3200.52 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 1; THENCE N 90°00'00" W ALONG SAID SOUTH LINE, A DISTANCE OF 25.00 FEET; THENCE N 00°19'03" E DEPARTING SAID SOUTH LINE, A DISTANCE OF 3214.02 FEET; THENCE N 44°39'05" W, A DISTANCE OF 92.21 FEET; THENCE N 00°28'51" E, A DISTANCE OF 157.79 FEET; THENCE N 45°20'55" E, A DISTANCE OF 91.48 FEET; THENCE N 00°19'03" E, A DISTANCE OF 862.74 FEET; THENCE N 58°44'55" E, A DISTANCE OF 88.03 FEET TO THE POINT OF BEGINNING.

AND

A 25' WIDE TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE N 90°00'00" W ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 90°00'00" W ALONG SAID NORTH LINE, A DISTANCE OF 25.00 FEET; THENCE S 00°19'19" W DEPARTING THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 655.58 FEET; THENCE S 89°40'41" E, A DISTANCE OF 25.00 FEET; THENCE N 00°19'19" E PARALLEL WITH THE EAST LINE OF SAID SECTION 12 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 655.72 FEET TO THE POINT OF BEGINNING.

AND

A 25' WIDE TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 901.00 FEET; THENCE N 89°40'41" W DEPARTING SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°19'19" W PARALLEL WITH THE EAST LINE OF SAID SECTION 12 AND 50.00 WESTERLY THEREFROM, A DISTANCE OF 1738.03 FEET; THENCE N 84°31'00" W, A DISTANCE OF 25.10 FEET; THENCE N 00°19'19" E, A DISTANCE OF 1735.77 FEET; THENCE S 89°40'41" E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

Peace River Water Authority Temporary Potable Water Pipeline
Myakka State Forest
Sarasota County

BSM
Approved

Digitally signed by BSM
Approved
Date: 2024.06.19
07:45:15 -04'00'

AND

A TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 13, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST; THENCE N 00°20'55" E ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 2515.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°20'55" E ALONG SAID WEST LINE, A DISTANCE OF 75.20 FEET; THENCE N 89°41'18" W, A DISTANCE OF 50.00 FEET; THENCE N 00°20'55" E, A DISTANCE OF 191.83 FEET; THENCE N 89°39'20" W, A DISTANCE OF 50.00 FEET; THENCE S 00°20'40" W, A DISTANCE OF 267.00 FEET; THENCE S 89°39'13" E, A DISTANCE OF 99.98 FEET TO THE POINT OF BEGINNING.

Peace River Water Authority Temporary Potable Water Pipeline
Myakka State Forest
Sarasota County

**BSM
Approved**

Digitally signed by
BSM Approved
Date: 2024.06.19
07:45:45 -04'00'

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'03" W ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 878.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°19'03" W ALONG SAID EAST LINE, A DISTANCE OF 29.34 FEET; THENCE S 68°44'55" W DEPARTING THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 55.89 FEET; THENCE S 00°19'03" W, A DISTANCE OF 849.90 FEET; THENCE S 45°20'55" W, A DISTANCE OF 98.94 FEET; THENCE S 00°19'03" W, A DISTANCE OF 160.00 FEET; THENCE S 44°38'05" E, A DISTANCE OF 99.05 FEET; THENCE S 00°19'03" W, A DISTANCE OF 3200.52 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 1; THENCE N 90°00'00" W ALONG SAID SOUTH LINE, A DISTANCE OF 25.00 FEET; THENCE N 00°19'03" E DEPARTING SAID SOUTH LINE, A DISTANCE OF 3214.02 FEET; THENCE N 44°38'05" W, A DISTANCE OF 92.21 FEET; THENCE N 00°28'51" E, A DISTANCE OF 157.79 FEET; THENCE N 45°20'55" E, A DISTANCE OF 91.49 FEET; THENCE N 00°19'03" E, A DISTANCE OF 882.74 FEET; THENCE N 58°44'55" E, A DISTANCE OF 88.09 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 2.51 ACRES MORE OR LESS.

Gary Tew
Digitally signed by Gary Tew
Date: 2024.06.18 17:06:12
-04'00'

NOTES

- 1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
- 2. BEARINGS ARE BASED ON THE EAST LINE OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'03" W.

PAGE 1 OF 2

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
RAISED SEAL OR DIGITAL SIGNATURE OF A
PROFESSIONAL SURVEYOR AND MAPPER.

Russell P Hyatt
Digitally signed by Russell
P Hyatt
Date: 2024.06.12 18:52:16
-04'00'

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

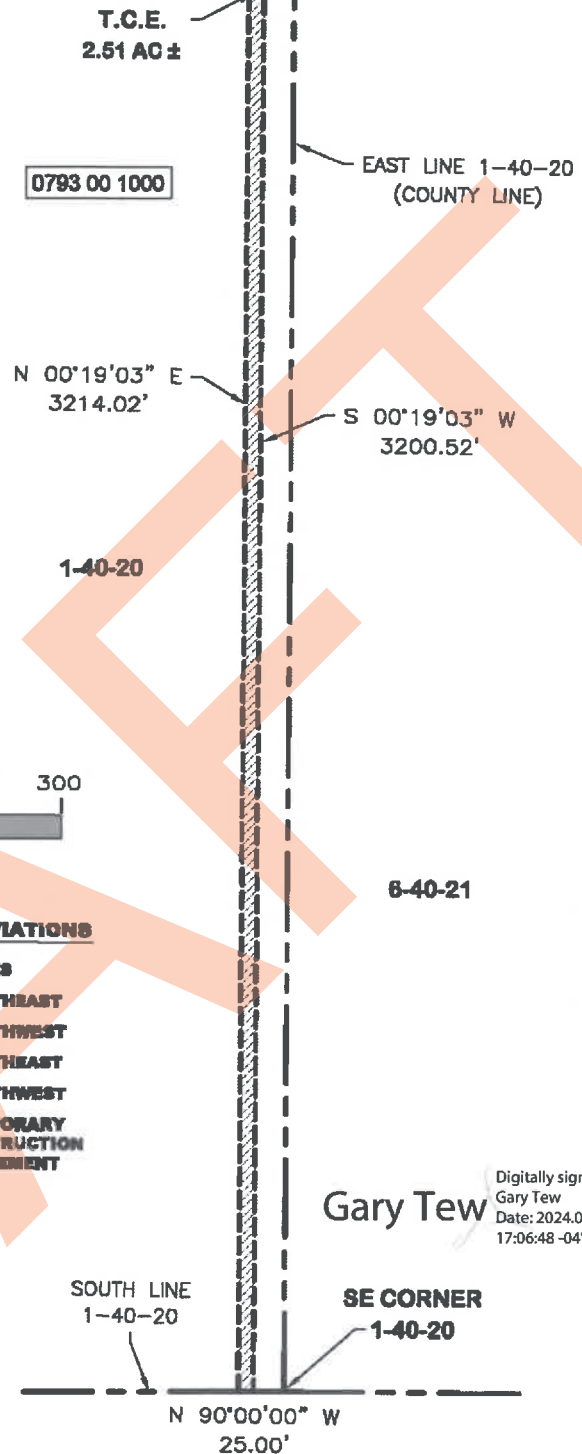
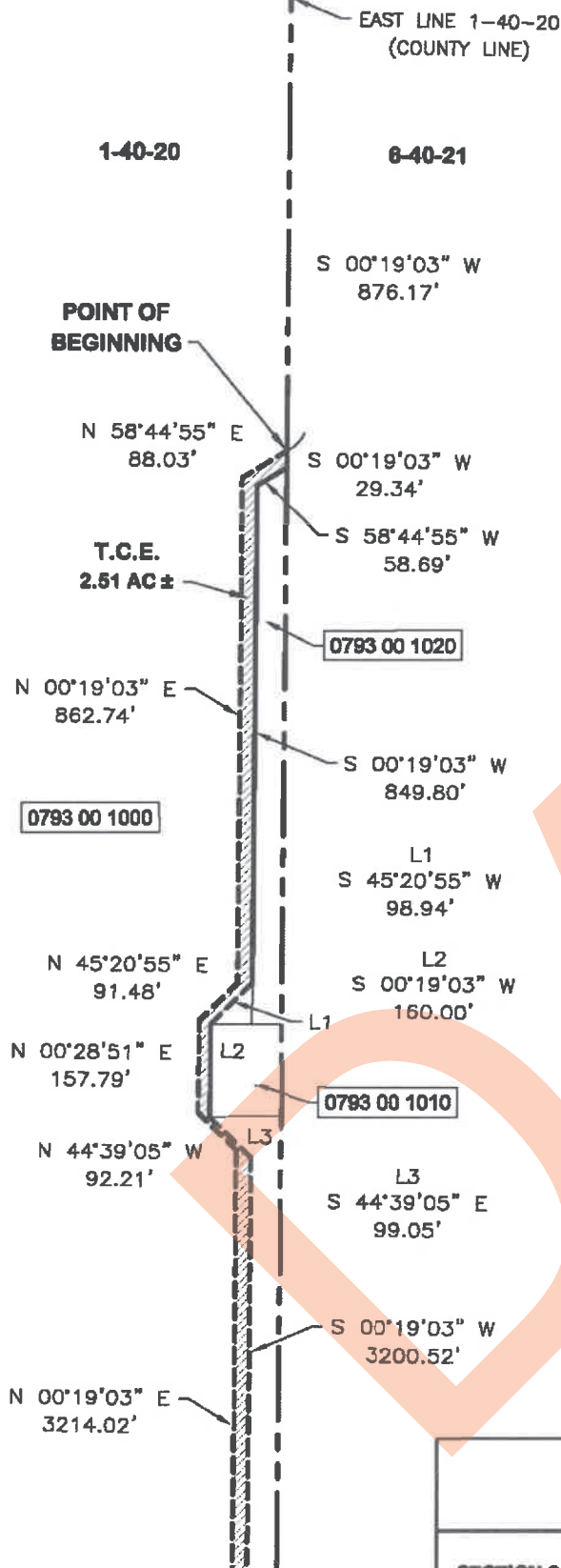
PID 0793 00 1000
TEMPORARY CONSTRUCTION EASEMENT

SECTION 01 TOWNSHIP 40 S RANGE 20 E		SARASOTA COUNTY, FLORIDA	DRAWN: JM
DATE DECEMBER 2023		SCALE N/A	22-2788

POINT OF COMMENCEMENT
NE CORNER 1-40-20

SKETCH

SEE BELOW LEFT FOR CONTINUATION



ABBREVIATIONS

AC	ACRES
NE	NORTHEAST
NW	NORTHWEST
SE	SOUTHEAST
SW	SOUTHWEST
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

Gary Tew

Digitally signed by
Gary Tew
Date: 2024.06.18
17:06:48 -04'00'

PAGE 2 OF 2

PID 0793 00 1000
TEMPORARY CONSTRUCTION EASEMENT

SECTION 01 TOWNSHIP 40 S RANGE 20 E

SARASOTA COUNTY, FLORIDA

DRAWN: JN

DATE
DECEMBER 2023

SCALE
1"=300'

22-2785

SKETCH

POINT OF BEGINNING

POINT OF COMMENCEMENT
NE CORNER 12-40-20

NORTH LINE NE 1/4
12-40-20

L2

NE 1/4 12-40-20

S 00°19'19" W
655.58'

0815 00 1000

25' T.C.E.
0.38 AC ±

L3

0815 00 1010

0815 00 1000

EAST LINE NE 1/4
12-40-20
(COUNTY LINE)

L1

NW 1/4 7-40-21

S 00°19'19" W
655.72'

L1

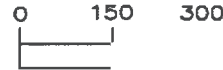
N 90°00'00" W
50.00'

L2

N 90°00'00" W
25.00'

L3

S 89°40'41" E
25.00'



ABBREVIATIONS

AC	
NE	NORTHEAST
NW	NORTHWEST
PID	PARCEL IDENTIFICATION
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION

A 25' WIDE TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE N 90°00'00" W ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 90°00'00" W ALONG SAID NORTH LINE, A DISTANCE OF 25.00 FEET; THENCE S 00°19'19" W DEPARTING THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 655.58 FEET; THENCE S 89°40'41" E, A DISTANCE OF 25.00 FEET; THENCE N 00°19'19" E PARALLEL WITH THE EAST LINE OF SAID SECTION 12 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 655.72 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.38 ACRES MORE OR LESS.

Gary Tew

Digitally signed by Gary Tew
Date: 2024.06.18
17:07:33 -04'00'

NOTES

1. DRAW IS NOT A
2. NORTHEAST EAST LINE OF T12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.

PAGE 1 OF 1

PID 0815 00 1000

25' TEMPORARY CONSTRUCTION EASEMENT

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A PROFESSIONAL SURVEYOR AND MAPPER.

Russell P
Hyatt

Digitally signed by
Russell P Hyatt
Date: 2024.06.12
18:52:57 -04'00'

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

SECTION 12

40 S

20 E

A COUNTY, FLORIDA

DRAWN: JM

NOV 2023

2023

SCALE
1" = 300'

22-2795

DESCRIPTION

A 25' WIDE TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 901.00 FEET; THENCE N 89°40'41" W DEPARTING SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°19'19" W PARALLEL WITH THE EAST LINE OF SAID SECTION 12 AND 50.00 WESTERLY THEREFROM, A DISTANCE OF 1738.03 FEET; THENCE N 84°31'00" W, A DISTANCE OF 25.10 FEET; THENCE N 00°19'19" E, A DISTANCE OF 1735.77 FEET; THENCE S 89°40'41" E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 1.00 ACRES MORE OR LESS.

Gary Tew
Digitally signed by Gary Tew
Date: 2024.06.18 17:08:10 -04'00'

NOTES

- 1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
- 2. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.

PAGE 1 OF 2

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A PROFESSIONAL SURVEYOR AND MAPPER.

Russell P Hyatt

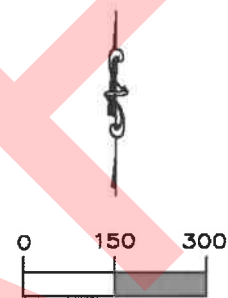
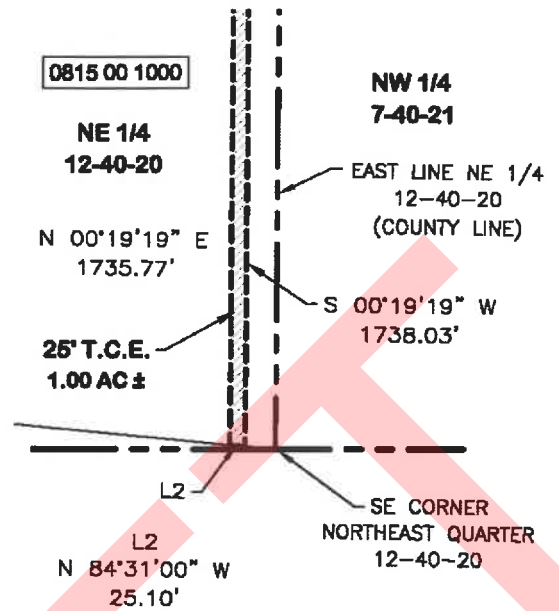
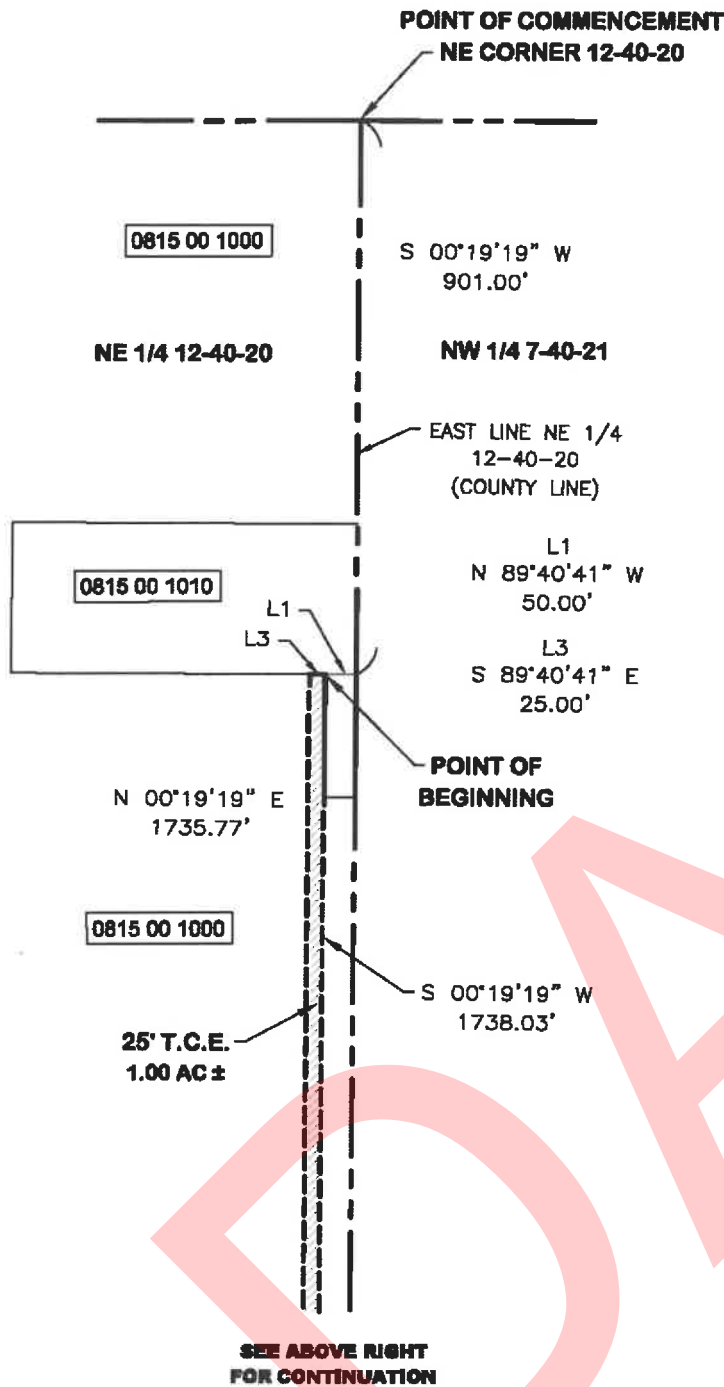
Digitally signed by Russell P Hyatt
Date: 2024.06.12 18:54:03 -04'00'

RUSSELL P. HYATT, PSM 6303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

PID 0815 00 1000 25' TEMPORARY CONSTRUCTION EASEMENT			
SECTION 12 TOWNSHIP 40 S RANGE 20 E	SARASOTA COUNTY, FLORIDA		DRAWN: JH
	DATE NOVEMBER 2023	SCALE N/A	22-2755

SKETCH

**SEE BELOW LEFT
FOR CONTINUATION**



ABBREVIATIONS

AC	ACRES
NE	NORTHEAST
NW	NORTHWEST
SE	SOUTHEAST
PID	PARCEL IDENTIFICATION
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

Gary Tew

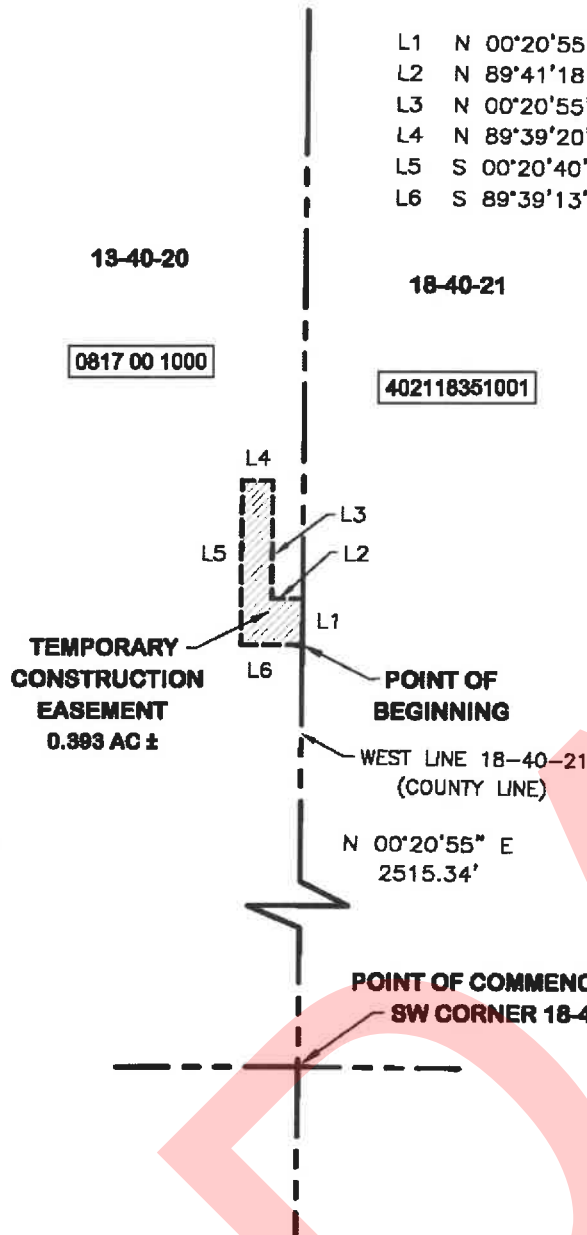
Digitally signed by Gary Tew
Date: 2024.06.18 17:08:51 -04'00'

PAGE 2 OF 2

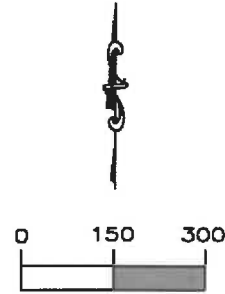
PID 0815 00 1000 25' TEMPORARY CONSTRUCTION EASEMENT		
SECTION 12 TOWNSHIP 40 S RANGE 20 E		SARASOTA COUNTY, FLORIDA DRAWN: JM
DATE NOVEMBER 2023	SCALE 1" = 300'	22-2795

SKETCH

WATERS OF "MYAKKA RIVER"



- L1 N 00°20'55" E 75.20'
- L2 N 89°41'18" W 50.00'
- L3 N 00°20'55" E 191.83'
- L4 N 89°39'20" W 50.00'
- L5 S 00°20'40" W 267.00'
- L6 S 89°39'13" E 99.98'



DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 18, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST; THENCE N 00°20'55" E ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 2515.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°20'55" E ALONG SAID WEST LINE, A DISTANCE OF 75.20 FEET; THENCE N 89°41'18" W, A DISTANCE OF 50.00 FEET; THENCE N 00°20'55" E, A DISTANCE OF 191.83 FEET; THENCE N 89°39'20" W, A DISTANCE OF 50.00 FEET; THENCE S 00°20'40" W, A DISTANCE OF 267.00 FEET; THENCE S 89°39'13" E, A DISTANCE OF 99.98 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.393 ACRES MORE OR LESS.

ABBREVIATIONS

AC ACRES
SW SOUTHWEST

NOTES

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST BEING N 00°20'55" E.

PAGE 1 OF 1

Gary Tew

Digitally signed by Gary
Tew
Date: 2024.06.18 17:09:37
-04'00'

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
RAISED SEAL OR DIGITAL SIGNATURE OF A
PROFESSIONAL SURVEYOR AND MAPPER.

Russell P Hyatt

Digitally signed by Russell P
Hyatt
Date: 2024.06.12 18:54:30
-04'00'

RUSSELL P. HYATT, PSM 6303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

TEMPORARY CONSTRUCTION EASEMENT

SECTION 13 TOWNSHIP 40 S RANGE 20 E

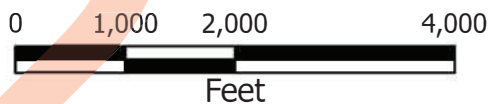
SARASOTA COUNTY, FLORIDA

DRAWN: JM

DATE
OCTOBER 2023

SCALE
1" = 300'

22-3798



Peace River Water Authority Potable Water Pipeline Myakka SF Temporary

Sarasota County, Florida

CONSENT AGENDA**October 22, 2024****Operations, Lands and Resource Monitoring Committee: Management Agreement with Camp-N-Paddle for Chassahowitzka Campground and Boat Ramp; SWF Parcel No. 15-347-129X (Citrus County)***Purpose*

The purpose of this item is to request Governing Board approval of an amendment to the existing management agreement (Agreement) between the Southwest Florida Water Management District (District) and Camp-N-Paddle, LLC (Vendor) for the management and operation of recreational facilities at the Chassahowitzka Campground and Boat Ramp (Property) in the Chassahowitzka River and Coastal Swamps Project located in Citrus County, SWF Parcel No. 15-347-129X. A general location map and site map are attached hereto as Exhibit 1 and Exhibit 2 respectively.

Background/History

The Property consists of forty-acres and was acquired in 1990 from the Lykes Development Corporation. The Agreement was entered into on November 16, 2022, for a term of two-years and provided that the Vendor be responsible for the management and operation of recreational amenities at the Property. Both the District and the Vendor have expressed a desire to extend the existing Agreement; however, ongoing negotiations with Citrus County regarding ownership of the boat ramp at the Property may impact the Agreement. Therefore, the parties wish to extend the existing Agreement to December 31, 2024, to allow time for potential resolution with Citrus County. A copy of the First Amendment is attached as Exhibit 3.

Benefits/Costs

The Vendor would continue to manage and operate the recreational facilities on the Chassahowitzka River and Coastal Swamps Project, Campground and Boat Ramp for the enjoyment of the public until December 31, 2024. The Vendor is responsible for all associated costs.

Deliverables

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

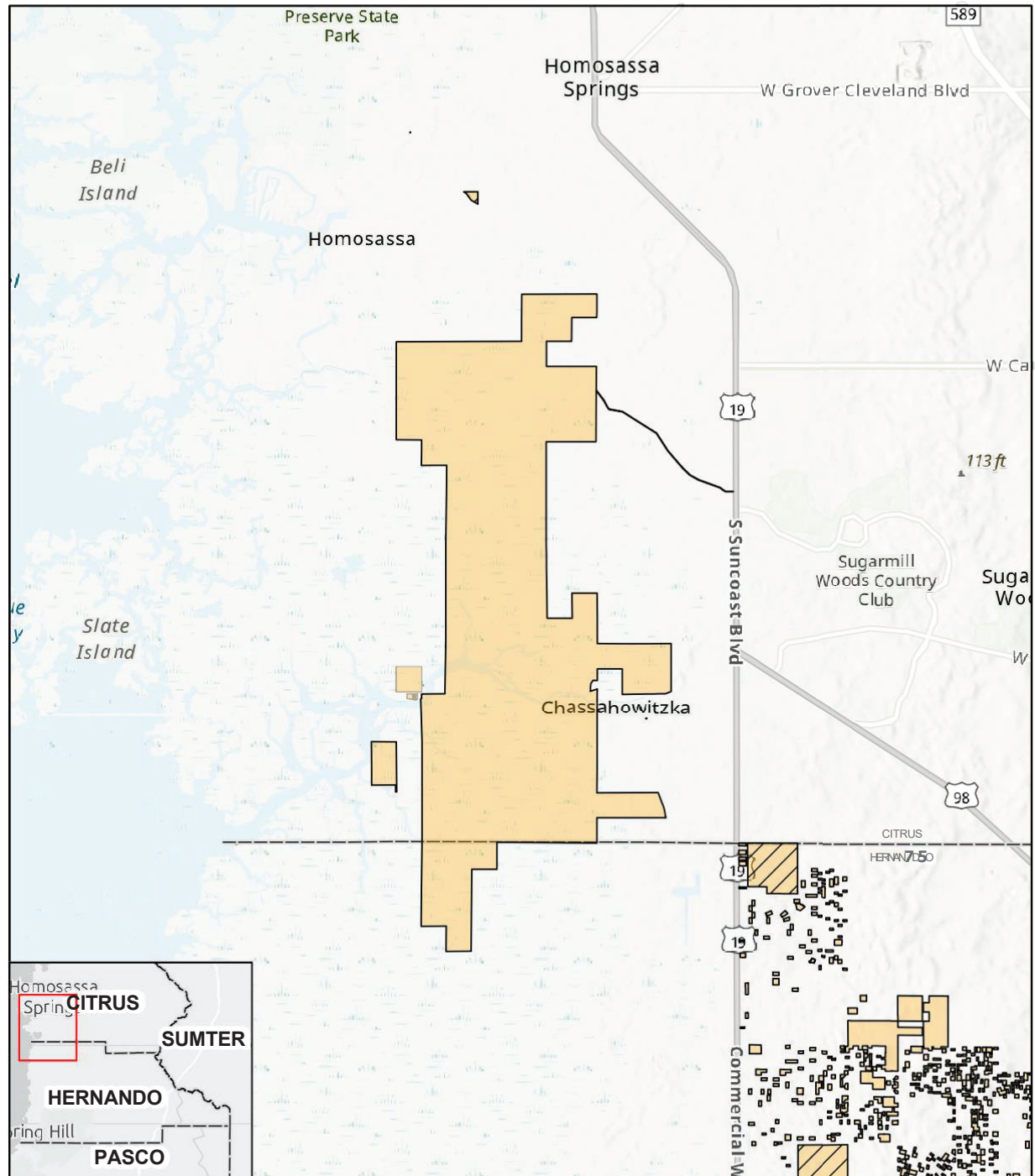
Staff Recommendation:

- Approve the First Amendment to the Management Agreement Between the Southwest Florida Water Management District and Camp-N-Paddle LLC; and
- Authorize the Governing Board Chair to execute the First Amendment to the Management Agreement on behalf of the District; and
- Authorize staff to make minor changes or corrections to conform documents or correct scriveners errors; any substantive changes will be subject to Governing Board review and approval; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

**Exhibit 1- Location Map
Management Agreement wit Camp-N-Paddle
Chasshowitzka Campground and Boat Ramp
SWF Parcel No. 15-347-129X**



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

- Chassahowitzka Campground and Boat Ramp
- SWF Parcel No. 15-347-105X
- District Owned Lands Fee Simple
- District Owned Land Easement

0 0.5 1
Miles



Southwest Florida
Water Management District

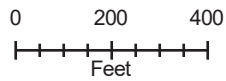
Exhibit 2- Site Map
Management Agreement wit Camp-N-Paddle
Chasshowitzka Campground and Boat Ramp
SWF Parcel No. 15-347-129X



Southwest Florida Water Management District



Chassahowitzka Campground and
 Boat Ramp
 SWF Parcel No. 15-347-129X



Southwest Florida
 Water Management District

FIRST AMENDMENT TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CAMP N PADDLE, LLC

This First Amendment to Agreement (First Amendment) is entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, (District), having a mailing address of 2379 Broad Street, Brooksville, Florida 33604, and Camp N Paddle, LLC, a Florida limited liability company, having a mailing address of 9820 West Yulee Drive, Homosassa, FL 34448 (Vendor).

WITNESSETH:

WHEREAS, the District is the owner in fee simple of certain real property located in Citrus and Hernando Counties, Florida, known as the Chassahowitzka River Project (Project), Chassahowitzka Campground (Campground), and Chassahowitzka Boat Ramp (Boat Ramp), more particularly described in Exhibit "A" attached hereto and which hereafter may be referred to together as the "Properties"; and

WHEREAS, certain facilities and improvements exist on the Properties as described in Exhibit "B" attached hereto and referred to as the "Improvements"; and

WHEREAS, the District is authorized by Sections 373.1391 and 373.1401, Florida Statutes, to enter into agreements with other entities to provide for coordinated and cost-effective management of District-owned lands; and

WHEREAS, on November 16, 2022, the District and the Vendor entered into an agreement for the management and operation of the Campground and Boat Ramp (Agreement); and

WHEREAS, the District and Vendor acknowledge the Agreement will expire on November 16, 2024 and mutually desire to extend the Agreement until December 31, 2024.

NOW THEREFORE, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged, the District and the Vendor hereby agree to amend the Agreement as follows:

1. Paragraph 2. TERM. shall be amended to read "This Agreement shall be effective on the date of execution by all parties and shall continue in effect until December 31, 2024, unless and until terminated by either of the parties by notifying the other party in writing at least sixty (60) days prior to termination."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

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

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: Michelle Williamson, Chair

Date _____

ATTEST:

By: Paul J. Bispham, Secretary

Date _____

CAMP N PADDLE, LLC

By: Elaine Moore, President

Date _____

EXHIBIT "A"
Chassahowitzka River Campground

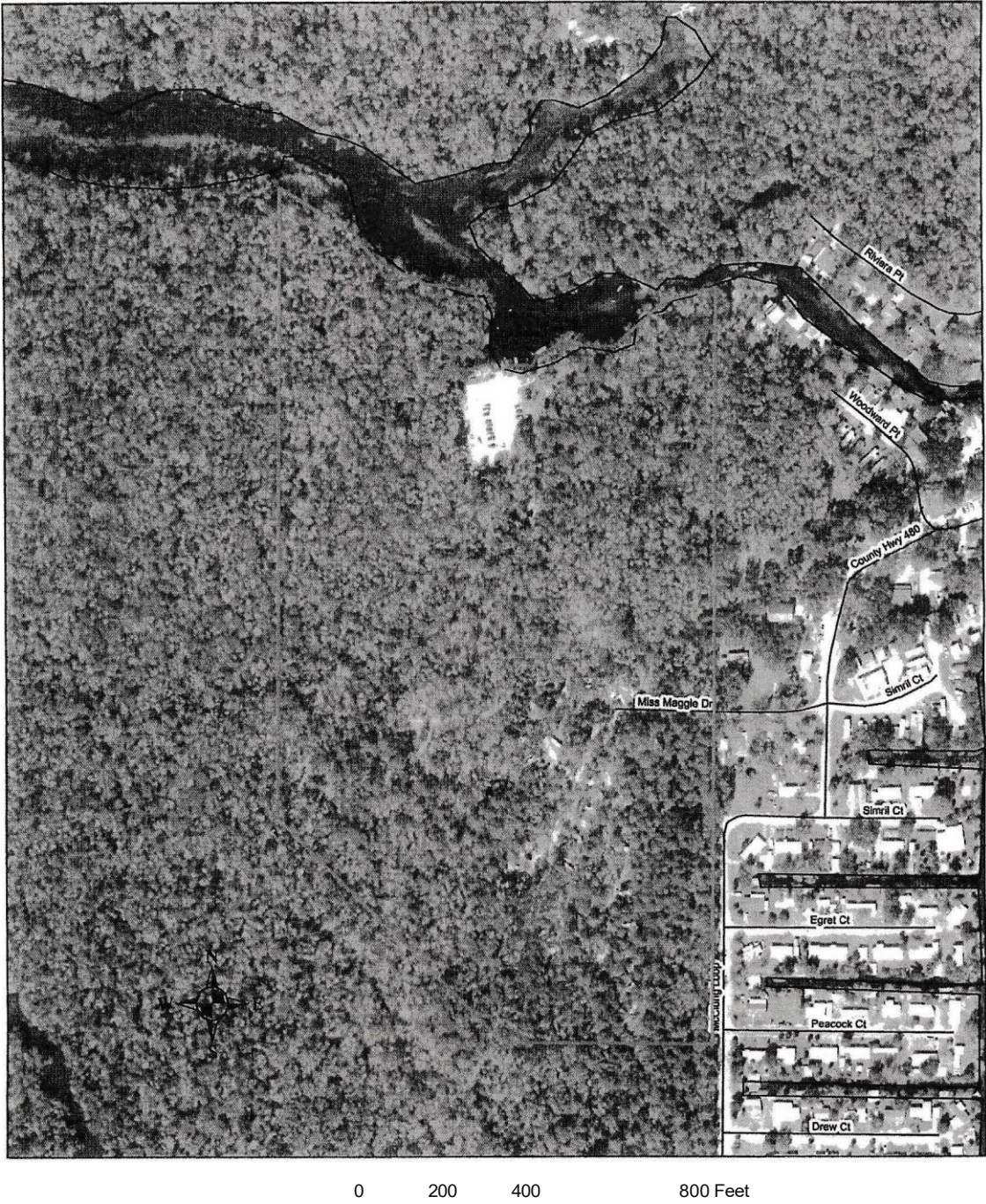


EXHIBIT "B"

Improvements

Buildings

- General store
- Screened-in pavilion
- Bathhouse with laundry room
- Service barn
- Boathouse with covered pavilion

Other Improvements

- Paved parking lot
- Boat ramp
- Boardwalk with handicap rails along water from boathouse to store

The Remainder of This Page Intentionally Left Blank

AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CAMP N PADDLE, LLC

This Agreement (Agreement) is entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, (District), having a mailing address of 2379 Broad Street, Brooksville, Florida 33604, and Camp N Paddle, LLC, a Florida limited liability company, having a mailing address of 9820 West Yulee Drive, Homosassa, FL 34448 (Vendor).

WITNESSETH:

WHEREAS, the District is the owner in fee simple of certain real property located in Citrus and Hernando Counties, Florida, known as the Chassahowitzka River Project (Project), Chassahowitzka Campground (Campground), and Chassahowitzka Boat Ramp (Boat Ramp), more particularly described in Exhibit "A" attached hereto and which hereafter may be referred to together as the "Properties"; and

WHEREAS, certain facilities and improvements exist on the Properties as described in Exhibit "B" attached hereto and referred to as the "Improvements"; and

WHEREAS, the District is authorized by Sections 373.1391 and 373.1401, Florida Statutes, to enter into agreements with other entities to provide for coordinated and cost-effective management of District-owned lands; and

WHEREAS, the District desires to retain Vendor and Vendor desires to be retained by the District to provide certain services at the Properties more specifically described herein; and

WHEREAS, the District and Vendor desire to enter into this Agreement to describe and clarify the rights and responsibilities of each of them.

NOW THEREFORE, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged, the District agrees to retain Vendor and Vendor agrees to be retained by the District, upon the following terms and conditions.

1. SERVICES. The services to be provided by Vendor are summarized in Exhibit "C" hereto and made a part hereof (Services). If the District identifies any additional Services to be provided by Vendor that are not covered under this Agreement, such additional Services shall be made a part of this Agreement by a written amendment.

2. **TERM.** This Agreement shall be effective on the date of execution by all parties and shall continue in effect until November 16, 2024, unless and until terminated by either of the parties by notifying the other party in writing at least sixty (60) days prior to termination.

3. **MODIFICATION OF AGREEMENT.** This Agreement may only be modified or amended upon mutual written agreement of the District and Vendor. No oral agreements or representations shall be valid or binding upon the District and Vendor. No alteration or modification of this Agreement's terms, including substitution of parties or Services, shall be valid or binding upon District. Vendor may not unilaterally modify the terms of this Agreement by affixing additional terms through incorporation of such terms into Vendor's documents or other forms provided by Vendor to the District.

4. **COMPENSATION TO DISTRICT.**
 - a. Vendor shall pay to District 10% of the annual Campground gross revenue calculated from January through December of each year plus a flat monthly fee of \$500.00.

 - b. Vendor's payment to the District of the 10% of the prior year's gross revenue shall be due by March 1st of each year. The first year will include the following dates: November 16, 2022 through December 31, 2023 and each year thereafter will be January through December. In the event that this Agreement is terminated for any reason, Vendor shall pay the District 10% of the partial year's gross income within thirty (30) days of the date of termination. Vendor shall submit payment of the \$500.00 monthly fee to the District by the fifteenth (15th) day of each month following the month that the Services were performed. If payments due to the District are not paid as set forth herein, Vendor shall be obligated to pay the District interest on the overdue amount calculated at the per annum rate of 10% unless Vendor provides notification and justification of the late payment to the District prior to the date the payment is due and the District agrees in writing to accept late payment.

5. **DESIGNATED CONTACTS.**

<p>As to District:</p> <p>Ellen Morrison, Bureau Chief Land Resources Bureau 2379 Broad Street Brooksville, FL 34604 Phone: 352-279-7211 ellen.morrisonla@watermatters.org</p>	<p>As to Vendor:</p> <p>Elaine Moore, President Camp N Paddle, LLC 9820 W. Yulee Drive Homosassa, FL 34448 Phone: 352-621-3001 Elainemoore41a@gmail.com</p>
--	--

6. **NOTICES.** All notices between the District and Vendor, as required under this Agreement, shall be by telephone, facsimile, email, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
7. **ENTIRE AGREEMENT.** This Agreement and its exhibits as referenced herein, together with any executed amendments, shall constitute the entire agreement between the District and Vendor. There are no understandings or agreements unless expressly stated herein.
8. **WARRANTIES.** Vendor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Vendor's ability to satisfy its obligations under this Agreement.
9. **INSURANCE.** During the term of this Agreement, Vendor shall, at its sole expense, provide insurance of such a type and with such terms and limits as set forth below. Providing and maintaining adequate insurance coverage is a material obligation of Vendor and Vendor shall provide the District with a certificate of insurance evidencing such coverage.
 - 9.1 **MINIMUM INSURANCE REQUIREMENTS.** Vendor shall procure and maintain for the duration of this Agreement insurance against claims of injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees, or subcontractors. The coverages, limits, or endorsements required herein protect the primary interests of the District and these coverages, limits, or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Vendor against loss exposures, whether as a result of duties pursuant to this Agreement or under a contract.
 - 9.2 **COMMERCIAL GENERAL LIABILITY.** Vendor must obtain an occurrence form policy for limits not less than \$1,000,000 each occurrence, \$1,000,000 products/completed operations each occurrence, \$1,000,000 personal and advertising injury liability, \$50,000 fire damage liability, and \$50,000 medical expense.
 - 9.3 **AUTOMOBILE LIABILITY.** Vendor must obtain coverage for all for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Vendor does not own vehicles, Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or

separate Business Auto Liability policy.

9.4 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.

9.4.1. Vendor must obtain Worker's Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee must be include.

9.4.2. For any officer of Vendor that has exempt status as an individual, the District requires proof of worker's compensation insurance coverage for that Vendor/employer/owner's employees. If the Vendor/employer/owner or individual has applied for a worker's compensation exemption, the District does not recognize the exemption to extend to the employees of the Vendor/employer/owner.

9.4.3. The purpose of this section is to Fnsure that all vendors, subcontractors, sole proprietors, or business entities of any kind who contract with the District for provision of goods or services provide worker's compensation coverage for all employees and principals of subcontractors, sole proprietors, or other business entities. All provisions of this section shall be construed in accord with this intent.

9.5 OTHER INSURANCE PROVISIONS.

9.5.1. Vendor shall provide a Certificatf of Insurance to the District within a thirty (30) day notice of Cancellation a d/or changes in policy language, and a ten (10) day notice if cancellation is or nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is r:rovided under a claims made form the certificate will show a retroactive date, which should be the same date of this Agreement (original if this Agreement s renewed) or prior.

9.5.2 Vendor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, Vendor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

9.5.3. All required insurance policies must be maintained until the contract work has been accepted by the District.

9.5.4. The Southwest Florida Water Management District, a public corporation of the State of Florida, its officials, employees, and volunteers are to be covered as an Additional Named Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the District, its officials, employees, or volunteers.

9.5.5. Vendor's insurance coverage shall be primary insurance with respect to the District, its officials, employees, or volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, or volunteers

shall be in excess of Vendor's insurance and shall be non-contributory.

9.5.6. For all policies of insurance, Vendor and its insurance carrier waive subrogation rights against the District for all losses or damages that occur during the Agreement and for any events occurring during this Agreement period, whether the suit is brought during this Agreement period or not.

9.5.7. The Certificate holder should read as follows: The Southwest Florida Water Management District, a public corporation of the State of Florida, 2379 Broad Street, Brooksville, FL 34604.

9.5.8. It is the Vendor's responsibility to insure that all subcontractors comply with these insurance requirements. Vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9.5.9. All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

9.5.10. All Certificates must show that the Vendor's policies have been endorsed per the requirements.

10. **PROPERTY CONDITION.** The Vendor will maintain any Properties that it is responsible for pursuant to the scope of Services in good and safe condition.

11. **INDEMNIFICATION.** To the extent permitted by law, and notwithstanding any other provision of this Agreement to the contrary (including exhibits) the Vendor shall 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 attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor, its agents, employees, subcontractors, assigns, heirs, or anyone for whose acts or omissions any of these persons or entities may be liable during the Vendor's performance under this Agreement. This clause shall not waive any benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the District, any sums due to Vendor under this Agreement may be retained by the District until all of the District's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; any amount withheld shall not be subject to payment of interest by the District.

12. **CHANGE ORDERS.** The District, at any time as the need arises, order changes within the scope of the Services without invalidating this Agreement. If such changes result in an increase or decrease in any amounts due under this Agreement, or in the time required for performance of this Agreement, an equitable adjustment shall be authorized by way of an amendment to this

Agreement. Vendor shall proceed with the performance of any changes in the scope of the Services so ordered by the District unless Vendor believes that such changes entitles it to a change in this Agreement as to compensation or time within which to perform the Services, or both, in which event the Vendor shall give the District written notice thereof within fifteen (15) days after the receipt of the ordered change, and Vendor shall not execute such changes pending the receipt of an executed amendment or further instruction from the District.

13. **DISCRIMINATION.** The District and the Vendor shall not discriminate against any individual because of race, color, religion, gender, national origin, age, physical disability or marital status with respect to their use of the Properties and performance of the Services under this Agreement.
14. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by giving the other party sixty (60) days written notice. Termination is effective upon the sixtieth day from the date of the written notice. In the event of termination, the District will be responsible for compensating Vendor only for those Services satisfactorily completed or partially completed up to the date of termination. Vendor shall not be entitled to compensation for loss of anticipated profit.
15. **LICENSES AND CERTIFICATIONS.** Vendor, or its subcontractors, shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as required by the State of Florida and Citrus County, Florida.
16. **ASSIGNMENT.** Neither the District nor Vendor shall sell, assign, or transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other. In the event of any purported assignment of rights in violation of this section, this Agreement is null and void. In the event of any authorized assignment under this section, Vendor remains secondarily liable for performance of this Agreement unless the District expressly waives such secondary liability.
17. **GOVERNING LAW AND VENUE.** This Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligations of the parties hereto, the jurisdiction and venue of such action shall be an appropriate state court in Citrus County, Florida.
18. **INSPECTION, PERFORMANCE, SUPERVISION.** The District reserves the right to inspect the Services provided by Vendor, whether partially or fully completed, at any time as deemed appropriate by the District for purposes of ensuring Vendor's performance under this Agreement. Such inspections performed by the District shall not be construed as final approval of the Services, and shall not

relieve the Vendor of any obligation under this Agreement. The District reserves the right to inspect at any reasonable time with proper notice the Vendors facilities to assess conformity with the provision of the Services with this Agreement's requirements. The District reserves the right to inspect or investigate at any time whether the provision of the Services complies with this Agreement's requirements. This paragraph shall not mean or imply that it is obligatory upon the District to make such an investigation either before or after award of this Agreement but should the District elect to do so the Vendor is not relieved from fulfilling this Agreement's requirements.

19. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or reply upon a contract to provide any goods or services to a public entity, may not submit a proposal or reply upon a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal, or reply upon a lease of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
20. **RISK OF LOSS.** Until the Services have been accepted by the District, risk of loss or damage to any material, equipment, supplies, or work product, whether partially or fully completed, that are associated with the Services, shall remain with the Vendor.
21. **SEVERABILITY.** If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
22. **SURVIVAL.** All express representations, waivers indemnifications and limitations of liability included in this Agreement shall survive completion or termination of this Agreement for any reason.
23. **TAXES.** Vendor shall pay all sales, consumer, use, and other similar taxes required to be paid by Vendor in accordance with the laws and regulations of the State of Florida which are applicable to provision of the Services under this Agreement. The District will not pay for any personal property taxes levied on the Vendor or for any taxes levied of the Vendor's employees' wages.
24. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the

AGREEMENT NO. _____

District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the District of any other or further exercise thereof or the exercise of any other right.

25. ENTIRE AGREEMENT. This Agreement and attached exhibits constitute the entire agreement between the parties and unless otherwise provided herein, may be amended only in writing signed by all the parties to this Agreement.
26. AUTHORITY. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

In witness whereof, the lawful representatives of the District and the Vendor have caused these presents to be executed in their respective names the day and year indicated below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT



Joel A. Schleicher, Chair

11.15.2022

Date

Approved as to Legal Form and Content



Christopher A. Tumminia, General Counsel

(SEAL)

CAMP N PADDLE, LLC



Elaine Moore, President

11-16-22

Date

EXHIBIT "A"
Chassahowitzka River Campground

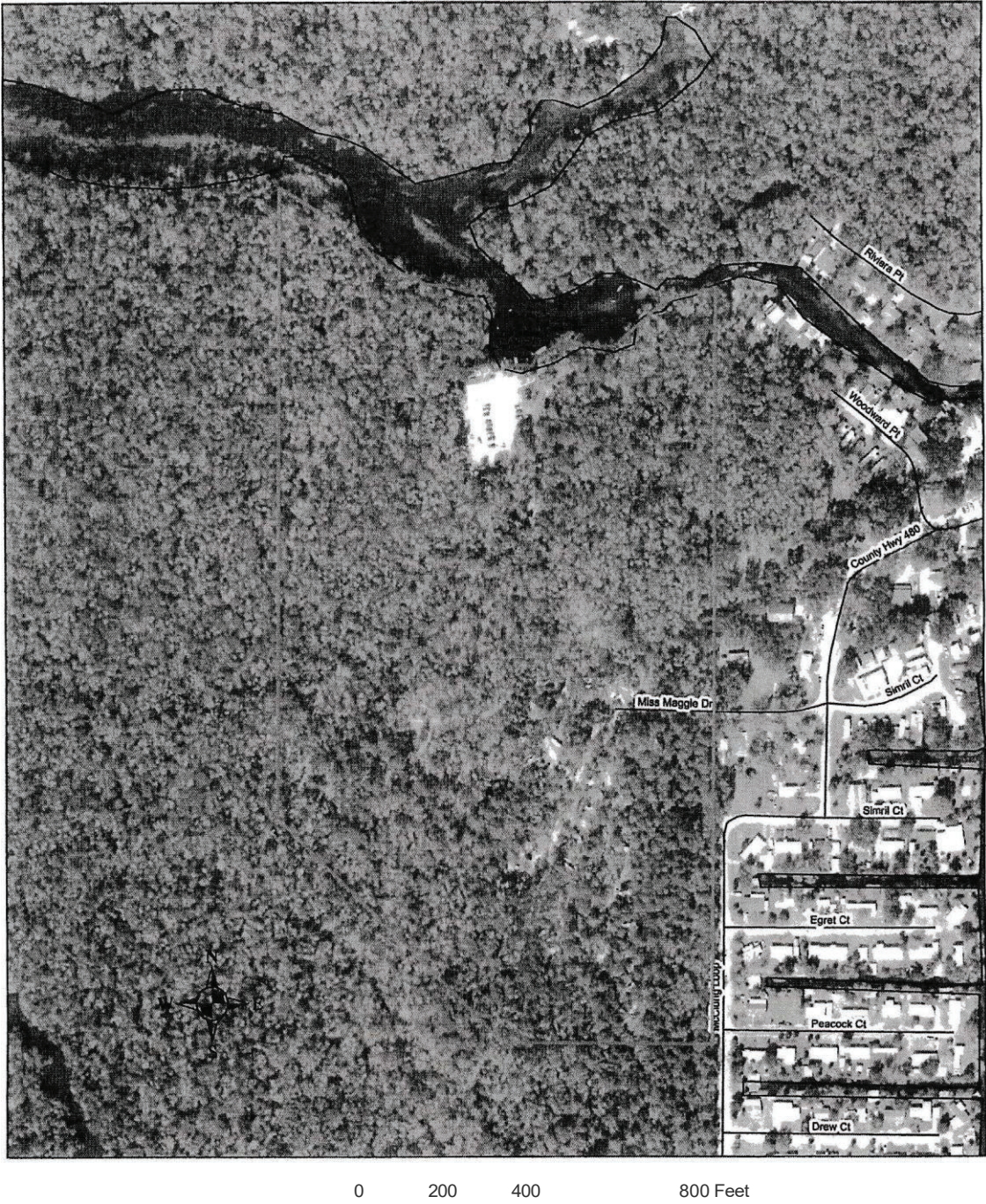


EXHIBIT "B"

Improvements

Buildings

- General store
- Screened-in pavilion
- Bathhouse with laundry room
- Service barn
- Boathouse with covered pavilion

Other Improvements

- Paved parking lot
- Boat ramp
- Boardwalk with handicap rails along water from boathouse to store

The Remainder Of This Page Intentionally Left Blank

Exhibit "C"
SCOPE OF SERVICES

This Scope of Services is for the management, operation, and maintenance of Chassahowitzka River Campground (Campground). It is contemplated that the Vendor will establish and collect fees, operate concessions, provide special events, and provide educational and recreational programs, subject to District approval, to generate revenue. The Vendor shall, through marketing strategies and other means, generate sufficient revenue to make the operation of the park self-sufficient.

The Campground shall be operated so as to promote a family atmosphere and recreational activities, events, and programs compatible with the natural environment of the park. The Vendor shall provide background checks approved by the District on any and all employees.

VENDOR'S RESPONSIBILITIES

General

It is the intent of this section to represent the full scope of services of the Vendor in the management, operation, and maintenance of the Campground. The omission of specific statements of services does not exclude them from the Vendor's responsibility if the service is a logical responsibility in the operation and maintenance of the Campground.

Environmental

The Vendor shall not engage in any activity that will be environmentally detrimental to the park and surrounding area's flora and fauna. The District's Land Resources Bureau Chief shall make the determination of what will or will not be allowed to take place in the Campground. The Vendor shall assist the District in removing exotic plants throughout the Campground as they are identified. The Vendor shall work to minimize erosion along the shoreline and within the park through the use of native plants, fencing, signage, terracing, steps, and other means necessary as agreed upon by the Land Resources Bureau. When landscaping, the Vendor shall use native species of plants. Activities such as special events and programs should harmonize with, and shall not detract from, the natural environment and beauty of the Campground or the Campground visitor's enjoyment of the natural environment. The Land Resources Bureau Chief shall have authority to disapprove activities and events that do not meet this requirement.

General Requirements

The Campground's operation shall include, but not be limited to, the following:

Campground Opening & Closing: Will operate year round.

Designation of Authority: Vendor will be required to have a Site Manager or designee to live on campground property with authorization to make decisions on campground issues. If residence is an RV or camper of some type, the Land Resources Bureau Chief will approve the site used. Otherwise, the existing campground house on location can be utilized. Vendor will inform Land Resources Bureau Chief immediately with any change in designee of authority to include contact information of the designee.

Safety & Security: Vendor will protect the Campground's facilities, natural and historic features, and flora and fauna from vandalism, misuse and abuse. Vendor will take reasonable to protect the Campground visitor from unsafe acts and/or conditions. Pets are permitted in the Campground and animals used to assist persons with disabilities provided in F.S. 413.08 are welcome in all areas of the Campground. Copies of all maintenance reports from outside contractors shall be forwarded to the Land Resources Bureau Chief to be kept on file.

Emergency Plan: Vendor will develop and implement a Campground Emergency Plan (Plan) in the event of a natural disaster such as hurricane or fire. The Plan will provide for actions on all Campground operations during an emergency situation. The Plan will include a camper compensation policy. The Land Resources Bureau will be provided an updated copy of the Plan each January. Copies of the Plan must be provided to campers upon request and must be visibly posted in the camp store.

Communication with District Staff: Vendor will be required to meet with the Land Resources Bureau Chief and/or staff each quarter for a pre-scheduled onsite visit. Any change in Campground management staff and their contact information shall be communicated to the Land Resources Bureau via email. Any change in District personnel and contact information relevant to the Campground shall be communicated to Vendor via email.

Facilities Maintenance: Vendor will maintain all Campground buildings, roads, parking areas, fences, playground equipment, boardwalks, docks, and picnic facilities in clean, safe conditions and good repair.

The District will respond to maintenance requests for interior road repairs and/or maintenance and respond to work orders as schedule allows and the Vendor will be billed after completion of work order for time and materials used. Vendor will conduct annual termite inspections for all buildings and structures and remit copy of inspections to the Land Resources Bureau. Vendor will provide janitorial services for the restrooms and other facilities, and periodic inspection, repairs and required maintenance on the air conditioners, and plumbing. The District may request a licensed third party vendor to conduct inspection to establish structural integrity on all buildings within the Campground property. The District will maintain the master lift station, known as Chazz #1 and the small lift station, known as Chazz #1A (near the Camp Store) and respond to maintenance requests and work orders as schedule allows and the Vendor will be billed after completion of work order for time and materials used.

Grounds Maintenance: Vendor will maintain the grounds so as to provide neat, clean, aesthetically pleasing surroundings while maintaining the "natural" appearance of the park. This work shall include regular mowing, trimming, edging, raking, weeding, picking up of trash and debris, removal of fallen branches from public use areas, erosion control of shoreline and other areas as needed and the maintenance of nature trails, recreational fields, fencing, and other park facilities. Remove and legally dispose of all trash from the Campground property. Any necessary maintenance to waterways at Campground will be submitted to the Land Resources Bureau for a work order to be issued.

Dock and Water Safety and Usage: The Vendor has the right to establish and/or enforce public dock mooring areas and lengths of time boats will be allowed to moor at the dock. It is understood the Vendor is not authorized to enforce government-established rules related to human behavior on or in the water. Government-sponsored signs will be posted at the dock area establishing a no swimming zone. Vendor and it's employees will make water users aware of the regulations and encourage them to obey the regulations in the interest of safety. Accidents occurring from failure to follow posted regulations are not the responsibility of the Vendor including but not limited to those involving motorized boats.

Concession: The Vendor may provide concession operations that will provide food services and fishing supplies, boat rentals, and boat tours. The concession operations shall meet all required health laws and shall be operated in a manner that will present a clean, attractive facility to the public and that will minimize visitor complaints. Operations shall include the use of environmentally friendly materials. Other concession operations are subject to approval by the District. The sale of alcoholic beverages is not permitted.

Fees, Rentals and Other Charges: The Vendor shall establish an annual fee schedule for use of Campground facilities and services. Vendor may adjust campsite fees and other fees if market conditions warrant a change. Vendor is expected to be aware of fees charged by nearby competitors and insure that fees charged by Vendor are competitive and positioned to optimize the income of the Campground facilities. All fees, including parking fees, are subject to approval by the Land Resources Bureau Chief. Fees for lower income and special populations shall be established.

Procedures for Transfer of Services and Assets at End of Contract:

In the event termination of this Agreement is imminent there shall be a 30 day transition period prior to the end date, or an agreement will be established that extends the term of the Agreement. On the first day of the transition period, the District and the Vendor shall perform an assessment of the campground facilities to determine which items are considered capital improvements based on the definition stated in this Scope of Services. Vendor will then immediately begin removal of those items that are not considered capital improvements. Vendor may negotiate with others for the sale of the items they own if desired. Vendor will have removed all of their items by the end of the 30 day transition period. During the transition period, records of future reservations and current vendor contact information will be furnished to the District or its designee. Vendor will make final payment of funds due to District within 15 days of the end of the transition period.

Public Relations: The Vendor shall keep in mind that the Park is a "public" facility owned by the District. The Vendor and employees of the Vendor shall at all time deal with the public in a courteous, pleasant manner and in such a way as to promote a "positive image" for the District.

Capital Improvements and Other Improvements: For purposes of this agreement, Capital Improvements shall be defined as:

"Improvements to real property (land, buildings, including fixtures and fixed equipment, appurtenances, structures, etc.) that add to the value and extend the useful life of the property, including construction of new structures, replacement or rehabilitation of existing structures or removal of closed structures, that have a useful life of at least five (5) years." Maintenance items whose cost exceeds \$1000 shall be considered capital improvements.

Maintenance shall be defined as:

"Routine and preventative maintenance performed to restore an asset's physical condition to a specific standard, prevent further deterioration, replace or substitute a component at the end of its useful life and includes incidental repair to property. These recurring activities are expected to be performed as a result of the use of the property to keep the property in its normal operating condition."

All improvements or changes to the Campground and its facilities will require the mutual consent of the District and the Vendor. Vendor is expected to budget for maintenance actions and complete on a routine basis as necessary. All capital improvements shall become the property of the District. Ownership of all other changes and improvements made by the Vendor shall be determined as indicated elsewhere in this Scope of Services.

Special Events/Promotions: The Vendor may offer, advertise and operate special events and promotions to generate revenue and enhance the public's use of the Park. The Vendor shall notify the Land Resources Bureau in writing 30 days in advance of any event or promotion offer or advertisement. All events or promotions are subject to District approval. Any damages to the Campground and Campground facilities caused by the event shall be immediately repaired by the Vendor at the Vendor's expense.

CONSENT AGENDA

October 22, 2024

**Regulation Committee: Water Use Permit No. 20 021046.001, Hillsborough County & Tampa Bay
Water / Balm Farm (Hillsborough County)**

This is a modification of an existing water use permit for public supply use. This permit authorizes an increase in the annual average quantity from 250,000 gallons per day (gpd) to 775,000 gpd. The increase in the annual average is based on demand projections for Hillsborough County. This modification provides a Net Benefit of 90,100 gpd in the Most Impacted Area (MIA) of the Southern Water Use Caution Area through a land use transition and the transfer of annual average quantities from Water Use Permit No. 20000656.014. The authorized quantities are a component of the Tampa Bay Water regional system needed to meet the Hillsborough County public supply demand which also utilizes alternative water supplies such as surface water and water from the desalination plant.

Special Conditions include those that require the permittee to report monthly meter readings, perform meter accuracy tests and submit meter accuracy test reports every five years, modify the permit to reflect the incorporation of any new alternative sources of water, submittal of an annual water conservation plan update, submittal of an annual monitoring report for aquifer levels and water quality data, and compliance with SWUCA recovery goals.

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

Darrin Herbst, P.G., Bureau Chief, Water Use Permit Bureau

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 021046.001**

PERMIT ISSUE DATE: **October 22, 2024**

EXPIRATION DATE: **July 22, 2042**

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Modification

GRANTED TO: Hillsborough County/ Attn: John Turbiville
P.O. Box 1110
Tampa, FL 33624

Tampa Bay Water/ Attn: Erin Hayes
2575 Enterprise Road
Clearwater, FL 33763

PROJECT NAME: Balm Farm

WATER USE CAUTION AREA(S): Most Impacted Area, SOUTHERN WATER USE CAUTION AREA

COUNTY: Hillsborough

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	775,000 gpd
PEAK MONTH ¹	

1. Peak Month: Average daily use during the highest water use month.

ABSTRACT:

This is a modification of an existing water use permit for public supply use. This permit authorizes an increase in the annual average quantity from 250,000 gallons per day (gpd) to 775,000 gpd. The increase in the annual average is based on demand projections for Hillsborough County. This modification provides for a Net Benefit of 90,100 gpd in the Most Impacted Area (MIA) of the Southern Water Use Caution Area through a land use transition and the transfer of annual average quantities from Water Use Permit No. 20000656.014. The authorized quantities are a component of the Tampa Bay Water regional system needed to meet the Hillsborough County public supply demand which also utilizes alternative water supplies such as surface water and water from the desalination plant.

Special Conditions include those that require the permittee to report monthly meter readings, perform meter accuracy tests and submit meter accuracy test reports every five years, modify the permit to reflect the incorporation of any new alternative sources of water, submittal of an annual water conservation plan update, submittal of an annual monitoring report for aquifer levels and water quality data, and compliance with SWUCA recovery goals.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>
Public Supply	775,000

USE TYPE

Regional Public Supply
System

PUBLIC SUPPLY:

Population Served:
Per Capita Rate:

WITHDRAWAL POINT QUANTITY TABLE

Water use from these withdrawal points are restricted to the quantities given below :

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>
1 / 1	12	960 / 320	Public Supply	193,800	N/A
2 / 2	10	935 / 345	Public Supply	193,700	N/A
3 / 3	12	1,070 / 350	Public Supply	193,800	N/A
11 / 11	12	1,245 / 185	Public Supply	193,700	N/A

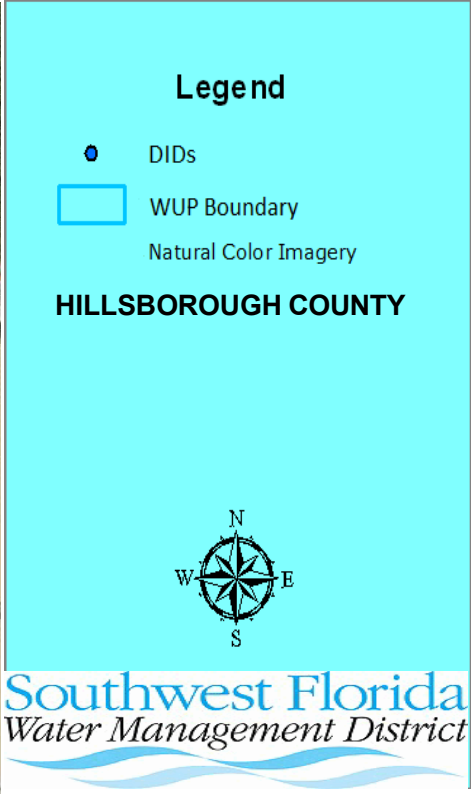
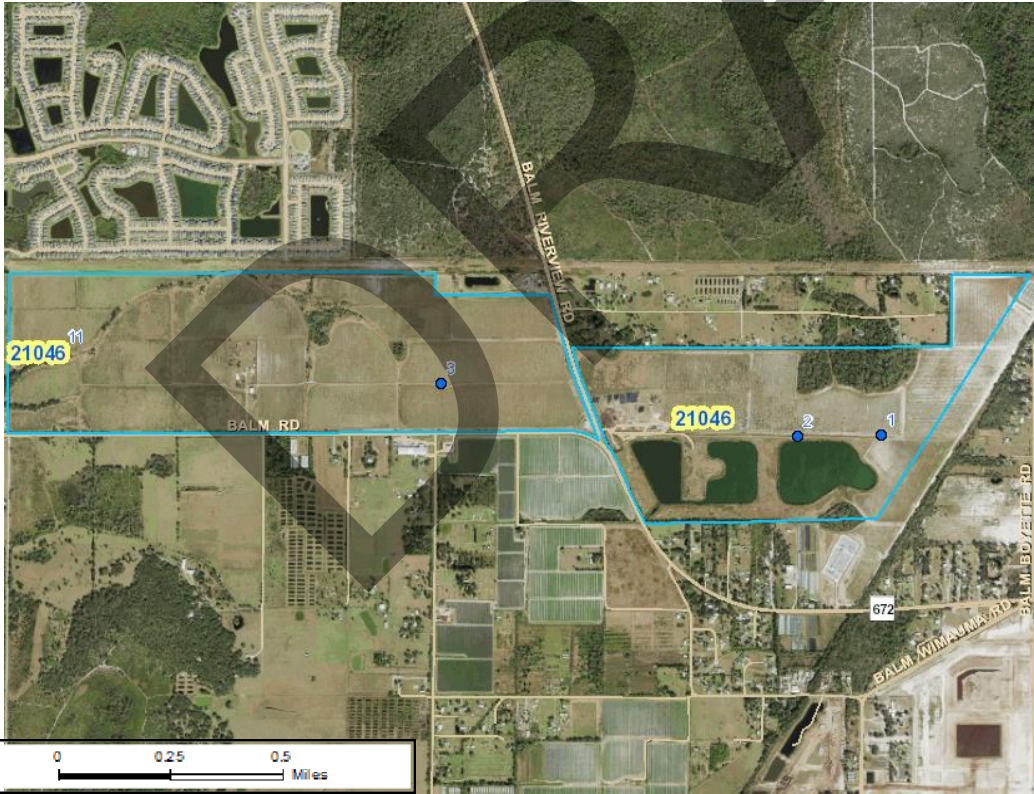
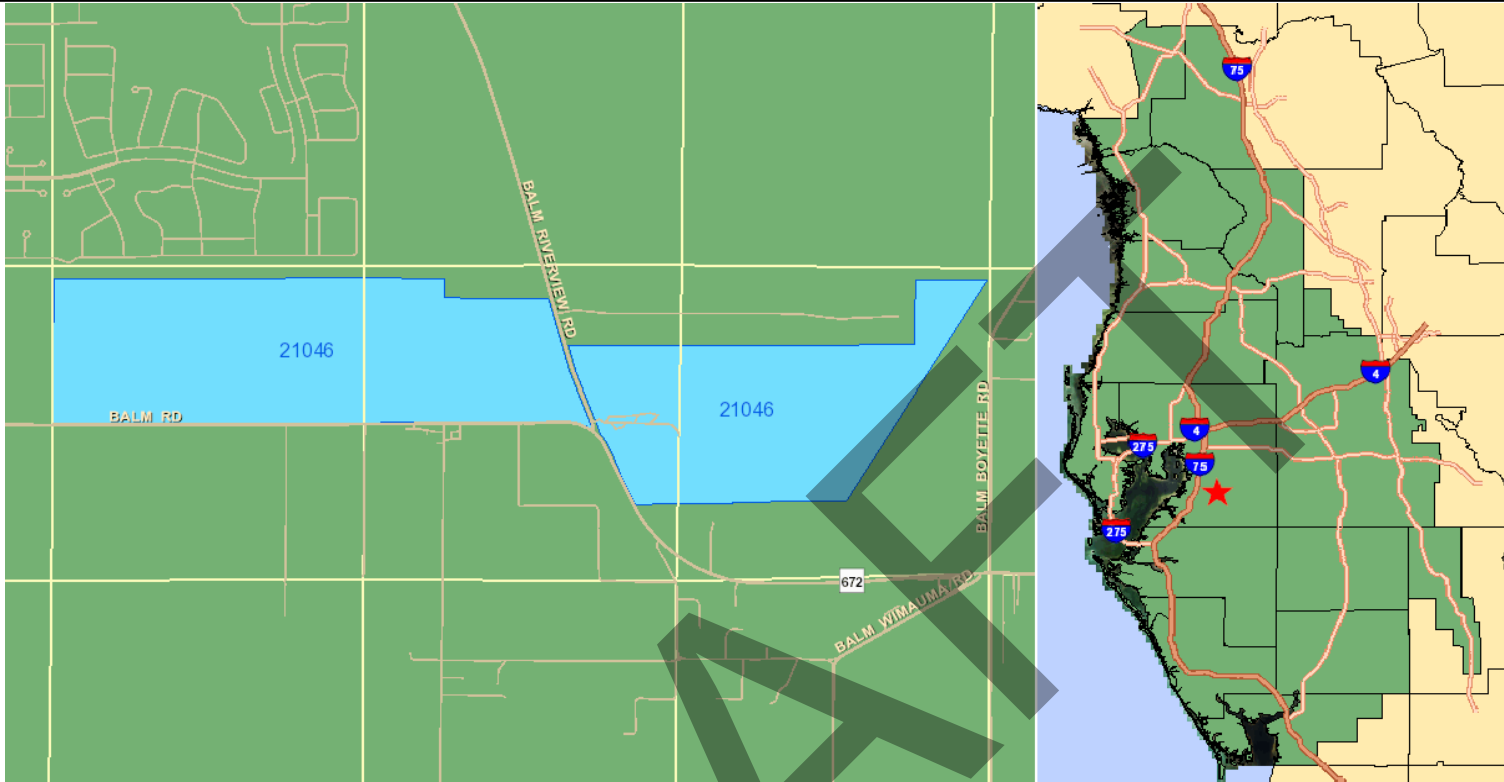
WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
1	27° 46' 12.90"/82° 15' 36.80"
2	27° 46' 12.70"/82° 15' 51.00"
3	27° 46' 20.60"/82° 16' 52.40"
11	27° 46' 25.26"/82° 17' 57.63"

Location Map

Hillsborough County/ Attn: John Turbiville

WUP No. 20 021046.001



STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the 15th of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District
Tampa Service Office, Water Use Permit Bureau
7601 U.S. Hwy. 301 North
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.
(499)

2. The annual average daily, if applicable, quantities for District ID Nos. 1, 2, 3, and 11, Permittee ID Nos. 1, 2, 3, and 11, shown in the withdrawal point quantity table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The quantities listed for these individual sources are not intended to dictate the distribution of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary up to 775,000 gallons per day on an annual average basis for the individual wells, so long as adverse environmental impacts do not result and the Permittee complies with all other conditions of this Permit. In all cases, the total annual average daily withdrawal are limited to the quantity set forth above.(221)
3. The District reserves the right to set chloride, sulfate, and or total dissolved solids concentration limits on any production well in the future, based on data collected and after a sufficient data base has been established to determine limits. These limits shall be required after discussions with the Permittee. At such time as the concentration in any water sample reaches or exceeds the designated concentration limits, the Permittee shall take appropriate action to reduce concentrations to below those set for the particular well. If the District determines that long-term upward trends or other significant water quality changes are occurring, the District may reconsider the quantities permitted.(276)
4. The Permittee shall submit an Annual Wellfield Report that is a comprehensive but concise assessment of the water resources of the wellfield area based on the subject areas listed below. This report shall concisely summarize the elements listed below, with emphasis on the interactions between these elements, where appropriate. Data sources shall be referenced, but no raw data shall be included in the report. Only essential text, graphs, and tables should be included in the report. Reports shall be submitted to the Water Use Permit Bureau, July 1 of each year. The report shall cover all activities and conditions pertaining to Balm Farm and service area for the preceding water year (October 1 to September 30). The specific elements of this report are listed below:
Hydrologic Analyses
Statistical trend analysis, such as double-mass curve analysis, multiple linear regression, time series analysis, and factor analysis shall be performed for the annual reporting period and the period of

record to analyze the interactions of rainfall and pumpage on changes in the potentiometric surface within and adjacent to the wellfield, water quality, water levels, wetlands, or stream flow. A brief summary of any recommended changes to the monitoring requirements shall be provided noting that some changes may necessitate a modification of the permit.

Wellfield Operation

A brief overview of wellfield operations including withdrawal point rotation within the wellfield for the previous 12 months shall include discussion of wells used most often, and wells used less often, and why their routine use was altered, future changes or modifications to the wellfield rotation plan due to the yield from the various wells, future annexation sites, potential future production well sites, etc. Any proposed production or monitor wells that were completed, wells retired and their current status, or wells converted from other uses to public supply use since the last Annual Wellfield Report will be noted.

Water Quality Monitoring

Water quality sampling collected as a condition of this permit shall be analyzed and summarized into graphs and statistical analysis for the annual reporting period and related to the historical water quality sampling results as well as to pumpage. The report shall delineate areas of concern with respect to water quality degradation, horizontal or vertical movement in the fresh water/saltwater interface, or other trends which have occurred. Changes in water quality, specifically in the Upper Floridan Aquifer shall be discussed.

Water Level Monitoring

Water levels collected as a condition of this permit shall be analyzed, summarized into graphs and statistical analysis for the annual reporting period, and related to pumpage as well as to historic water levels. The report should delineate any areas of concern with respect to water levels within the aquifers monitored, changes in sampling locations, number of wells included in the program, etc., or any other information which may be deemed appropriate in order to protect the resource.

Capital Improvement Program Status

A summary of completed water supply system improvements shall be provided. In addition, an update to any documented system weaknesses or anticipated system improvements shall be described.

Wellfield Management Updates

The Permittee shall summarize the development, implementation, and events that may affect the approved wellfield management plan over the previous reporting period. If additional information became available that necessitates a change to the plan, the Permittee shall submit an application to modify the permit to effect the changes.

Water Resources Summary

The Permittee shall submit an annual water resources summary including but not limited to: hydrologic data, water quality data, groundwater production data, SHARP recharge data, atmospheric (rainfall) data, and well mitigation data in accordance with Tampa Bay Water's Well Mitigation Policy.(524)

5. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
6. The Permittee shall comply with their authorized quantities. If the authorized quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the authorized quantities were exceeded, measures taken to attempt to meet the authorized quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their authorized quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
7. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the

status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)

8. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID No(s). 1, 2, 3, and 11, Permittee ID No(s). 1, 2, 3, and 11. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)
9. The Permittee shall submit an Environmental Monitoring Plan in support of proposed Balm Farm Wellfield at the time of the modification when the Permittee is requesting to install the permanent production withdrawals. Until such time the Permittee will submit background water level and water quality data for the Upper Floridan aquifer and water level data for the Surficial Aquifer as referenced in Attachment 8 Wellfield Monitoring Plan to the District on or before the 15th day of the following month.
(990)

DRAFT

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
 - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - B. Damage to crops and other vegetation causing financial harm to the owner; and
 - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.

10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.
11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies.

For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data.

The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal.

from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.

8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

1. Accuracy Test Due Date - The Permittee is to schedule their accuracy test according to the following schedule:

- A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
- B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
- C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
- D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
- E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

2. Accuracy Test Requirements: The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:

A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.

B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or

longer per test until consistent results are obtained.

C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.

D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

3. Accuracy Test Report: The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:

A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.

B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;

C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;

D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.

E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.

F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

CONSENT AGENDA

October 22, 2024

Regulation Committee: Water Use Permit No. 20 013343.005, Manatee County BOCC / Manatee County Utilities Consolidated Permit (Manatee County)

This is a modification of an existing water use permit for public supply use. This consolidated permit includes three facilities which are used to meet demand conjunctively through surface and groundwater withdrawals. The total authorized quantities remain unchanged from those previously permitted. The total authorized annual average and peak month quantity from the three facilities remains 54.836 MGD and 70.374 MGD respectively. This modification authorizes a change to the groundwater flexibility at East County Wellfield from 3.1 million gallons per day (MGD) to 4.75 MGD which is supported using a groundwater replacement net benefit of 4.0 MGD. There are no changes to Use Type from the previous permit. Quantities are based on demand projections. This permit is located in the Most Impacted Area (MIA) within the Southern Water Use Caution Area (SWUCA) of Manatee County.

Special Conditions include those that require the Permittee to report monthly meter readings, monitoring of water levels and water quality at each facility, submittal of an annual public supply water use report, submittal of annual environmental and operational reports for each facility, maintenance of a water-conserving rate structure, compliance with the per capita rate, annual updates of groundwater offsets in support of the Net Benefit process, and compliance with SWUCA recovery goals.

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

Darrin Herbst, P.G., Bureau Chief, Water Use Permit Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 013343.005

PERMIT ISSUE DATE: **October 22, 2024**

EXPIRATION DATE: **September 25, 2032**

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Modification

GRANTED TO: Manatee County BOCC/Attn: Katherine Gilmore, Div. Mgr.
4410 66Th Street West
Bradenton, FL 34210

PROJECT NAME: Manatee Co Utilities Consolidated Permit

WATER USE CAUTION AREA(S): Most Impacted Area, SOUTHERN WATER USE CAUTION AREA

COUNTY: Manatee

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)

ANNUAL AVERAGE	54,836,000 gpd
PEAK MONTH ¹	70,374,000 gpd

1. Peak Month: Average daily use during the highest water use month.

ABSTRACT:

This is a modification of an existing water use permit for public supply use. This consolidated permit includes three facilities which are used to meet demand conjunctively through surface and groundwater withdrawals. The total authorized quantities remain unchanged from those previously permitted. The total authorized annual average and peak month quantity from the three facilities remains 54.836 MGD and 70.374 MGD respectively. This modification authorizes a change to the groundwater flexibility at East County Wellfield from 3.1 million gallons per day (MGD) to 4.75 MGD. There are no changes to Use Type from the previous permit. Quantities are based on demand projections. This permit is located in the Most Impacted Area (MIA) within the Southern Water Use Caution Area (SWUCA) of Manatee County where impacts to the Upper Floridian Aquifer are restricted by Rule.

Special Conditions include those that require the Permittee to report monthly meter readings, monitoring of water levels and water quality at each facility, submittal of an annual public supply water use report, submittal of annual environmental and operational reports for each facility, maintenance of a water-conserving rate structure, compliance with the per capita rate, annual updates of groundwater offsets in support of the Net Benefit process, and compliance with SWUCA recovery goals.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>
Public Supply	54,836,000	70,374,000

USE TYPE

- Commercial/Industrial
- Fire Fighting/Testing
- Other Metered Uses
- Residential Multi-Family
- Residential Single Family
- Treatment Losses
(Backflushing)
- Unaccounted Use

PUBLIC SUPPLY:

Population Served: 433,326

Per Capita Rate: 106 gpd/person

WITHDRAWAL POINT QUANTITY TABLE

Water use from these withdrawal points are restricted to the quantities given below :

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>
A-BAS / 1		N/A / N/A	Public Supply	34,900,000	46,068,000
B-BAS / 2 Standby		N/A / N/A	Public Supply	34,900,000	46,068,000
B-1 / 3	16	700 / 390	Public Supply	1,440,000	1,440,000
B-2 / 4	16	702 / 398	Public Supply	2,000,000	2,000,000
B-3 / 9	16	700 / 400	Public Supply	2,000,000	2,000,000
B-4 / 10	16	700 / 400	Public Supply	2,000,000	2,000,000
B-5 / 11	16	700 / 400	Public Supply	2,000,000	2,000,000
B-6 / 12	16	700 / 400	Public Supply	2,000,000	2,000,000
ECW-1 / 128	20	1,250 / 500	Public Supply	2,283,700	2,908,000
ECW-2 / 129	20	1,235 / 510	Public Supply	2,283,700	2,908,000
ECW-3 / 130	20	1,250 / 500	Public Supply	2,283,700	2,908,000
ECW-4 / 131	20	1,250 / 500	Public Supply	2,283,700	2,908,000
ECW-5 / 132	20	1,246 / 520	Public Supply	2,283,700	2,908,000
ECW-6 / 133	20	1,200 / 580	Public Supply	2,283,700	2,908,000
ECW-7 / 134	20	1,250 / 500	Public Supply	2,283,800	2,908,000
BCWUF-1 / 201	16	650 / 325	Public Supply	498,300	498,300
BCWUF-2 / 202	16	650 / 325	Public Supply	498,400	498,400
BCWUF-3 / 203	16	650 / 325	Public Supply	498,300	498,300
BCWUF-4 / 204	16	650 / 325	Public Supply	498,400	498,400
BCWUF-5 / 205	16	650 / 325	Public Supply	498,300	498,300
BCWUF-6 / 206	16	650 / 325	Public Supply	498,300	498,300
BCWI-1 / 211	16	300 / 300	Public Supply	120,000	120,000
BCWI-2 / 212	16	300 / 300	Public Supply	120,000	120,000

BCWI-3 / 213	16	300 / 300	Public Supply	120,000	120,000
BCWI-4 / 214	16	300 / 300	Public Supply	120,000	120,000
BCWI-5 / 215	16	300 / 300	Public Supply	120,000	120,000
BCWI-6 / 216	16	300 / 300	Public Supply	120,000	120,000
BCWI-7 / 217	16	300 / 300	Public Supply	120,000	120,000
BCWI-8 / 218	16	650 / 650	Public Supply	120,000	120,000

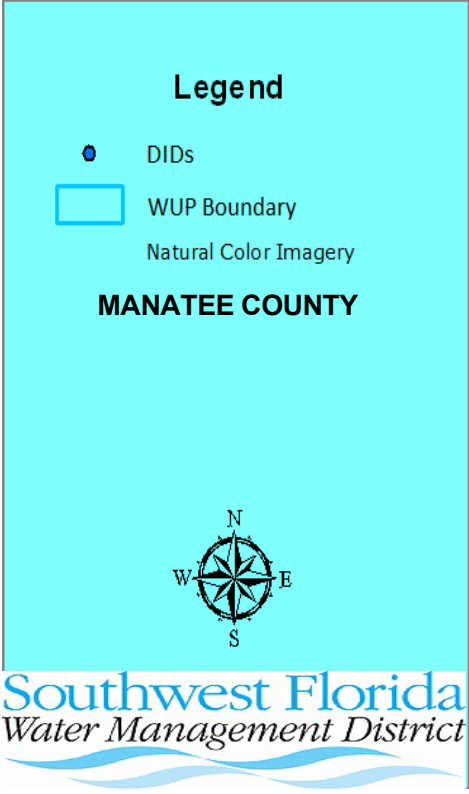
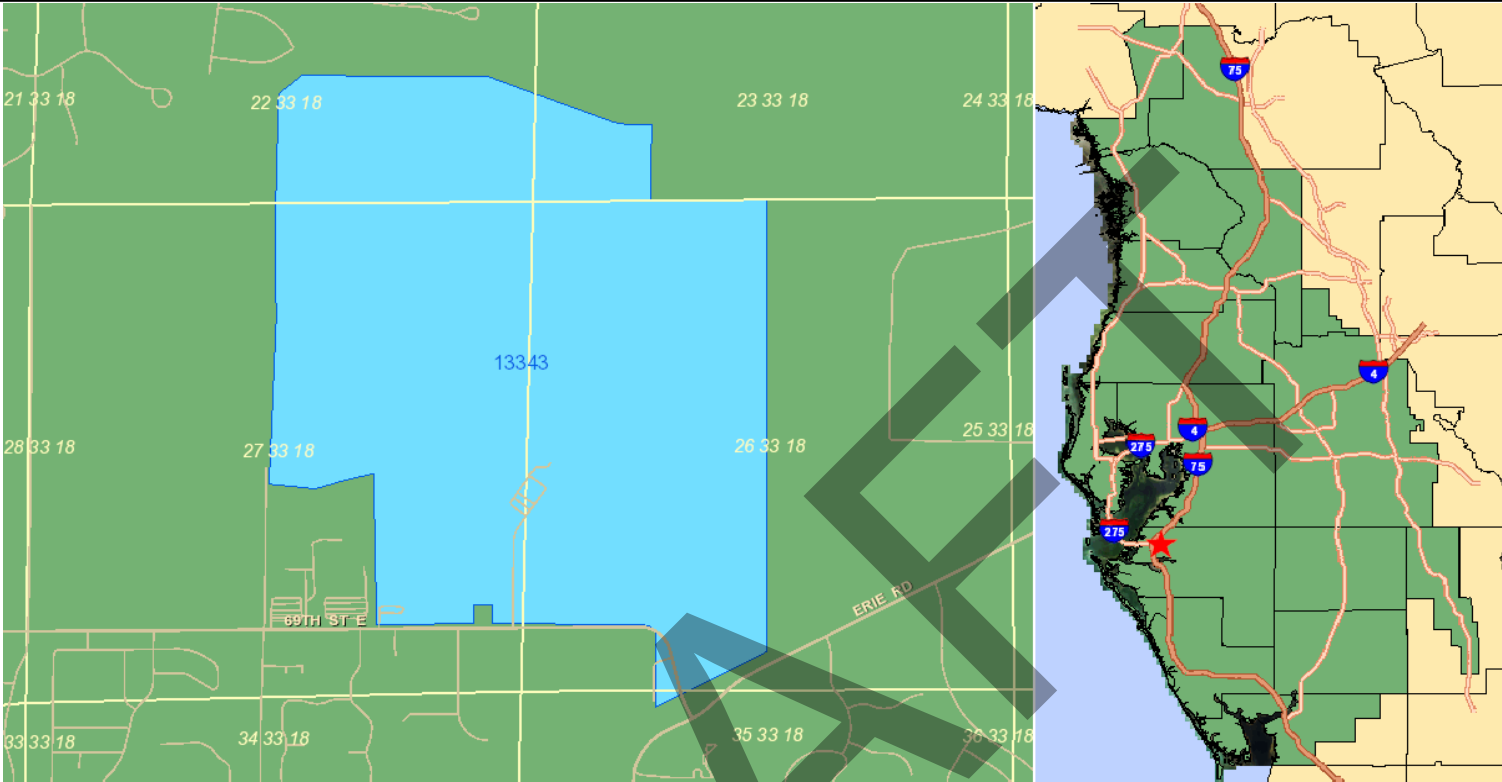
WITHDRAWAL POINT LOCATION TABLE

DISTRICT I.D. NO.	LATITUDE/LONGITUDE
1	27° 29' 37.33"/82° 21' 13.65"
2	27° 29' 28.18"/82° 21' 13.26"
3	27° 29' 21.63"/82° 21' 25.36"
4	27° 29' 15.49"/82° 21' 18.61"
9	27° 29' 15.40"/82° 21' 11.81"
10	27° 29' 10.19"/82° 21' 06.24"
11	27° 29' 08.35"/82° 21' 13.06"
12	27° 29' 03.49"/82° 21' 08.03"
128	27° 32' 41.82"/82° 07' 41.80"
129	27° 32' 32.55"/82° 07' 54.23"
130	27° 32' 30.82"/82° 07' 33.48"
131	27° 32' 14.02"/82° 08' 03.86"
132	27° 32' 14.79"/82° 07' 47.12"
133	27° 32' 15.90"/82° 10' 20.20"
134	27° 32' 15.90"/82° 10' 21.20"
201	27° 35' 05.30"/82° 29' 03.43"
202	27° 34' 44.58"/82° 29' 03.53"
203	27° 34' 29.47"/82° 29' 00.61"
204	27° 34' 22.85"/82° 28' 39.52"
205	27° 34' 41.57"/82° 28' 29.59"
206	27° 35' 06.01"/82° 29' 19.77"
211	27° 34' 51.49"/82° 28' 59.19"
212	27° 34' 59.24"/82° 29' 16.87"
213	27° 34' 59.24"/82° 29' 07.80"
214	27° 34' 35.25"/82° 28' 41.92"
215	27° 34' 27.12"/82° 28' 39.97"
216	27° 34' 26.25"/82° 28' 29.56"
217	27° 34' 32.89"/82° 28' 29.57"
218	27° 34' 59.24"/82° 28' 58.37"

Location Map

Manatee County BOCC/Attn: Katherine Gilmore, Div. Mgr.

WUP No. 20 013343.005



STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

Special Conditions

1. The total quantities in gallons per day authorized under this permit for each facility on both the annual average and peak month basis are set forth below.

Wellfield	Annual Average (gpd)	Peak Month (gpd)
Lake Manatee	34,900,000	46,068,000
East County Wellfield	18,386,000	20,736,000
Buffalo Creek Wellfield	3,950,000	3,950,000

In all cases, while the annual average and peak month quantities in the above table total to 57,236,000 gpd and 70,754,000 gpd, respectively. The annual average withdrawal and the peak month withdrawal for this consolidated permit is limited to 54,836,000 gpd and 70,374,000 gpd, respectively. (221)

2. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District
Tampa Service Office, Water Use Permit Bureau
7601 U.S. Hwy. 301 North
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data. (499)

3. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID Nos. 201, 202, 203, 204, 205, 206, 211, 212, 213, 214, 215, 216, 217, and 218, Permittee ID Nos. BCWUF-1, BCWUF-2, BCWUF-3, BCWUF-4, BCWUF-5, BCWUF-6, BCWI-1, BCWI-2, BCWI-3, BCWI-4, BCWI-5, BCWI-6, BCWI-7, and BCWI-8. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (718)

4. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief:
- District ID Nos. 1 and 2, Permittee ID Nos. A-BAS and B-BAS, which measure the raw water intake from the Lake Manatee reservoir.
 - District ID Nos. 3, 4, 9, 10, 11, and 12, Permittee ID Nos. B-1, B-2, B-3, B-4, B-5, and B-6, Which measure recharge and recovery at the Lake Manatee facility's ASR wells.
 - District ID No. 5, Permittee ID No. TOT-FIN, which measures the total flow of treated water from the Lake Manatee Water Treatment Plant's four discharge points to the service area transmission lines.
 - District ID No. 6, Permittee ID No. TOT-RAW, which measures the total flow of raw water into the Lake Manatee Water Treatment Plant from the ASR wells, the East County Wellfield, the Lake Manatee reservoir, and the IMC wellfield (WUP 7345).
 - District ID Nos. 128, 129, 130, 131, 132, 133, and 134, Permittee ID Nos. ECW-1, ECW-2, ECW-3, ECW-4, ECW5, ECW-6, and ECW-7, which measures groundwater withdrawals at the East County Wellfield.

Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (719)

5. This permit shall be modified if an additional source of water is provided for public supply use from a separate entity. This includes additional Alternative Water Supply quantities and irrigation water for lawn/landscape and common areas. The Permittee shall notify the District of the additional water source and submit an application to modify the permit to acknowledge receipt. (68)
6. The District reserves the right to set chloride, sulfate, or TDS concentration limits on any production well in the future, based on data collected and after a sufficient database has been established to determine limits. These limits shall be required after discussions with the Permittee. At such time as the concentration in any water sample reaches or exceeds the designated concentration limits, the Permittee shall take appropriate action to reduce concentrations to below those set for the particular well. If the District determines that long-term upward trends or other significant water quality changes are occurring, the District may reconsider the quantities permitted. (276)
7. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a watertight manner in accordance with Chapter 62-532.500, F.A.C. (568)
8. Beginning January 1, 2012, the Permittee shall comply with the following requirements:
- Customer billing period usage shall be placed on each utility-metered, customer's bill.
 - Meters shall be read and customers shall be billed no less frequently than bi-monthly.
 - The following information, as applicable to the customer, shall be provided at least once each calendar year and a summary of the provisions shall be provided to the District annually as described in Section D, below. The information shall be provided by postal mailings, bill inserts, online notices, on the bill or by other means. If billing units are not in gallons, a means to convert the units to gallons must be provided.
 1. To each utility-metered customer in each customer class - Information describing the rate structure and shall include any applicable:
 - a. Fixed and variable charges,
 - b. Minimum charges and the quantity of water covered by such charges,

- c. Price block quantity thresholds and prices,
- d. Seasonal rate information and the months to which they apply, and
- e. Usage surcharges

2. To each utility-metered single-family residential customer - Information that the customer can use to compare its water use relative to other single-family customers or to estimate an efficient use and that shall include one or more of the following:

- a. The average or median single-family residential customer billing period water use calculated over the most recent three-year period, or the most recent two year period if a three year period is not available to the utility. Data by billing period is preferred but not required.
- b. A means to calculate an efficient billing period use based on the customer's characteristics, or
- c. A means to calculate an efficient billing period use based on the service area's characteristics.

D. Annual Report: The following information shall be submitted to the District annually by October 1 of each year of the permit term to demonstrate compliance with the requirements above. The information shall be current as of the October 1 submittal date.

1. Description of the current water rate structure (rate ordinance or tariff sheet) for potable and non-potable water.
2. Description of the current customer billing and meter reading practices and any proposed changes to these practices (including a copy of a bill per A above).
3. Description of the means the permittee uses to make their metered customers aware of rate structures, and how the permittee provides information their metered single-family residential customers can use to compare their water use relative to other single-family customers or estimate an efficient use (see C 1 & 2 above). (592)
9. The Permittee shall maintain a water conserving rate structure for the duration of the permit term. Any changes to the water conserving rate structure described in the application shall be described in detail as a component of the next Annual Report on Water Rate, Billing and Meter Reading Practices of the year following the change. (659)
10. The compliance per capita daily water use rate shall be no greater than 106 gallons per day (gpd). The Permittee shall calculate the compliance per capita rate as described in the Annual Report Condition on this permit and shall submit the calculations with the Annual Report by April 1 of each year.

If the compliance per capita rate is greater than 106 gpd, the Permittee shall submit a report that documents why this rate was exceeded, measures previously or currently taken to reduce their compliance per capita rate, and a plan that describes additional measures and implementation dates for those measures to bring their compliance per capita rate to or below 106 gpd. This report shall be submitted with the Annual Report by April 1 for each year the compliance per capita rate exceeds 106 gpd. This report is subject to District approval. Justification for exceeding the adjusted gross per capita rate does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit. (767)

11. The Permittee shall submit a "Public Supply Annual Report" to the District by April 1 of each year on their water use during the preceding calendar year using the form, "Public Supply Water Use Annual Report Form" (Form No. LEG-R.103.00 (05/14)), referred to in this condition as "the Form," and all required attachments and documentation. The Permittee shall adhere to the "Annual Report Submittal Instructions" attached to and made part of this condition in Exhibit B. The Form addresses the following components in separate sections.

Per Capita Use Rate

A per capita rate for the previous calendar year will be calculated as provided in Part A of the Form using Part C of the Form to determine Significant Use deduction that may apply. Permittees that cannot achieve a per capita rate of 150 gpd according to the time frames included in the "Instructions for Completion of the Water Use Annual Report," shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance.

Residential Use

Residential use shall be reported in the categories specified in Part B of the Form, and the methodology used to determine the number of dwelling units by type and their quantities used shall be documented in an attachment.

Non-Residential Use

Non-residential use quantities provided for use in a community but that are not directly associated with places of residence, as well as the total water losses that occur between the point of output of the treatment plant and accountable end users, shall be reported in Part B of the Form.

Water Conservation

In an attachment to the Form, the Permittee shall describe the following:

1. Description of any ongoing audit program of the water treatment plant and distribution systems to address reductions in water losses.
2. An update of the water conservation plan that describes and quantifies the effectiveness of measures currently in practice, any additional measures proposed to be implemented, the scheduled implementation dates, and an estimate of anticipated water savings for each additional measure.
3. A description of the Permittees implementation of water-efficient landscape and irrigation codes or ordinances, public information and education programs, water conservation incentive programs, identification of which measures and programs, if any, were derived from the Conserve Florida Water Conservation Guide, and provide the projected costs of the measures and programs and the projected water savings.

Water Audit

If the current water loss rate is greater than 10% of the total distribution quantities, a water audit as described in the "Instructions for Completion of the Water Use Annual Report" shall be conducted and completed by the following July 1, with the results submitted by the following October 1. Indicate on Part A of the Form whether the water audit was done, will be done, or is not applicable.

Alternative Water Supplied Other Than Reclaimed Water

If the Permittee provides Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) to customers, the information required on Part D of the Form shall be submitted along with an attached map depicting the areas of current Alternative Water Use service and areas that are projected to be added within the next year.

Suppliers of Reclaimed Water

1. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd:

The Permittee shall submit the "SWFWMD Annual Reclaimed Water Supplier Report" on quantities of reclaimed water that was provided to customers during the previous fiscal year (October 1 to September 30). The report shall be submitted in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09), that will be provided annually to them by the District. A map depicting the area of reclaimed water service that includes any areas projected to be added within the next year, shall be submitted with this report.

2. Permittees that have a wastewater treatment facility with an annual average design

capacity less than 100,000 gpd:

- a. The Permittee has the option to submit the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above, or
- b. Provide information on reclaimed water supplied to customers on Part E of the Form as described in the "Instructions for Completion of the Water Use Annual Report".

Updated Service Area Map

If there have been changes to the service area since the previous reporting period, the Permittee shall update the service area using the map that is maintained in the District's Mapping and GIS system. (660)

12. Permittees having their own wastewater treatment plant that generate at least advanced-secondary treated effluent (high-level disinfection, as described in Rule 62-600.440(5), F.A.C.) to the minimum FDEP requirements for public access reuse shall respond in a timely manner to inquiries about availability from water use permit applicants for water uses where such reclaimed water is appropriate. If reclaimed water is or will be available to that permit applicant within the next six years, the Permittees shall provide a cost estimate for connection to the applicant. (674)
13. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules. (652)

Lake Manatee

14. A minimum rate of stream flow for the Manatee River system may be determined by the District as set forth in Chapter 40D-8, F.A.C. After the minimum rate of stream flow are set, withdrawals shall cease or be reduced as specified by the District. (357)
15. The Permittee shall continue the collection of the average daily stage elevation and the average daily discharge from the Tainter gate in the Lake Manatee reservoir spillway. The monitor stations shall be labeled District ID No. 7 and 8, Permittee ID No. LM-Disch, LM-ELEV.

DID No. 7 shall continue to measure the daily flow through the Tainter gates in the Lake Manatee Reservoir spillway. Data shall be recorded on a daily basis and reported to the Water Use Permit Bureau, on District forms on or before the fifteenth day of the following month. Daily cumulative volume in gallons per day (gpd), and the daily average flow in cubic feet per second (cfs), shall be calculated by an appropriate method, as approved by the Water Use Permit Bureau Chief.

DID No. 8 shall continue to be monitored and record the daily lake stage elevation referenced to the National Geodetic Vertical Datum. The data shall be reduced to both daily and monthly minimum, maximum, and average values, and be reported to the Water Use Permit Bureau, on District forms on or before the fifteenth day of the following month.

The recording frequency may be modified by mutual agreement between the Water Use Permit Bureau Chief, and the Permittee as necessary to ensure the protection of the resource. (671)

16. Until such time as the District establishes minimum flows for the Manatee River, the Permittee shall maintain a minimum daily discharge of 0.425 cfs (275,000 gpd) through the Tainter gates in the Lake Manatee reservoir spillway. If the maximum daily conductivity as measured at the Rye Bridge monitoring station exceeds 1,000 umhos, then the release from Lake Manatee reservoir

the following day shall be increased to a minimum flow of 1.0 cfs (646,300 gpd) through the Tainter gates. The additional release shall be maintained at the daily rate of 1.0 cfs until such time as the maximum daily conductivity values measured at rye bridge at noon return to less than 1,000 umhos. This additional release shall not be required if the minimum stage of the reservoir is less than 30 ft NGVD. Only the release through the Tainter gates shall be credited to maintenance of the required minimum flows. (358)

17. The Permittee shall continue to maintain the conductivity meter which is located at the Rye Bridge crossing of the Manatee River to monitor and record the displacement of the salinity wedge in the Manatee River as determined by a 1,000 umhos conductivity reading at the bottom of the river. Daily maximum and daily minimum conductivity, corrected to 25° C, shall be recorded and submitted to the District on or before the 10th day of the following month. For analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit. The conductivity meter shall be referenced as District ID No. 55, Permittee ID No. RYE-COND. (750)
18. The permittee shall continue its cooperative program with the United States Geological Survey for the maintenance of the existing continuous recording Streamflow Gauging Station No. 02299950 on the Manatee River at State Road 64 (Latitude 27°28'24", Longitude 82°12'41"). In the event the USGS no longer maintains the streamflow gauging station, the Permittee shall immediately become responsible for the maintenance and the continued recording and reporting of streamflow values to the District. The Permittee shall coordinate with the USGS and immediately assume the reporting duties to ensure that there is no interruption in the data collection should the USGS fail to maintain the station. If the Permittee does become responsible for the maintenance of the streamflow gauging equipment and for the recording and reporting of streamflow values to the District, the data shall continue to be presented as is currently done by the USGS. At such time, the data shall be referenced as District ID No. 54, Permittee ID No. USGS-MH. (990)
19. The Permittee shall submit an Annual Reservoir Report that is a comprehensive but concise assessment of the water resources of the Lake Manatee Reservoir area based on the subject areas listed below. This report shall concisely summarize the elements listed below, with emphasis on the interactions between these elements, where appropriate. Data sources shall be referenced, but no raw data shall be included in the report. Only essential text, graphs, and tables should be included in the report. Reports shall be submitted to the Water Use Permit Bureau, by August 1 of each year. Any color part of the report that is scanned shall be scanned in color. The report shall cover all activities and conditions pertaining to Lake Manatee reservoir and service area for the preceding calendar year (January 1 to December 31). The specific elements of this report are listed below:

Water Use

Withdrawal quantities from Lake Manatee for the preceding calendar year shall be summarized for the annual reporting period. The report shall describe in detail steps taken by the Permittee to maximize the use of surface water from the Lake Manatee in order to meet the public supply demands of Manatee County prior to activating the groundwater quantities authorized by this permit.

ASR Operation

A copy of the ASR Annual Report submitted to FDEP each August under the most current Lake Manatee Class V, Group 7 Aquifer Storage and Recovery System Permit shall be included with the Annual Reservoir Report.

Data Analysis

Data analysis shall consist of tabulation of all data required by this permit for spillway flow, daily lake stage, stream flow gauging, and conductivity at the Lake Manatee Reservoir. This data shall be summarized for the annual reporting period and the period of record along with computed averages, means, and other statistical analyses necessary to illustrate basic trends. Any evident

trend from the above analysis related to water quality, water levels or environmental conditions shall be described, and a brief summary of recommended changes to the monitoring requirements shall be provided.

Capital Improvement Program Status

A summary of completed water supply system improvements shall be provided. In addition, an update to any documented system weaknesses or anticipated system improvements shall be described.

Water Treatment Efficiency

A description of efforts to improve water treatment efficiency shall be included. This shall include good faith efforts undertaken in its infrastructure planning and implementation efforts. Opportunities during the prior year to replace water treatment-related infrastructure, including items such as change-outs to pressure vessels, piping, racks (skids), and treatment membrane elements shall be discussed. (524)

20. The total quantity of water recovered from the ASR shall not exceed the total quantity of water injected via ASR unless permission is granted in advance in writing from the Water Use Permit Bureau Chief. (546)

East County Wellfield

21. Authorized withdrawals at the East County Wellfield include Floridan quantities of 2.17 MGD established by eliminating Floridan withdrawals at Gamble Creek/Twin Rivers (WUP No. 20007235.011), and 4.75 MGD established by reducing Floridan withdrawals at SMR/ Lakewood Ranch (WUP No. 20007846.033). If the use of reclaimed water on these WUPs is reduced or discontinued, Floridan withdrawals at the East County Wellfield may continue so long as the related Floridan withdrawals on the Gamble Creek/ Twin Rivers and SMR/Lakewood Ranch WUPs do not resume. However, if standby groundwater quantities are reinstated, the Permittee shall cease or reduce Floridan withdrawals at the East County Wellfield.

The Floridan quantities which are eligible for withdrawal at the East County Wellfield as described above shall be reevaluated, and modified as warranted, on an annual basis. The Permittee shall submit the Annual Net Benefit Report by April 1 each year. The reporting period shall be the previous calendar year (January 1 to December 31) and will provide a brief accounting of reclaimed water deliveries to Gamble Creek/Twin Rivers and Schroeder-Manatee Ranch, groundwater withdrawals at Gamble Creek/Twin Rivers and Schroeder-Manatee Ranch, and the related Floridan withdrawals at East County Wellfield.

The 4.75 MGD in new Floridan quantities which are now eligible for withdrawal at the East County Wellfield provide withdrawal flexibility at that facility for conjunctive use but do not increase the total permit allocation. If the reclaimed quantities provided to Schroeder-Manatee Ranch do not meet the required quantity of 4 MGD then the East County Wellfield will only be eligible to use 2.4 MGD in Floridan quantities to provide withdrawal flexibility. When projected demands show the need for additional supply, the Permittee may submit an application for permit modification requesting that the 4.75 MGD in new Floridan quantities currently identified as withdrawal flexibility at the East County Wellfield be added to the total permit allocation. District approval of any modifications will be contingent upon the application meeting the Conditions of Issuance established in Section 40D-2.301, FAC existing at the time of the application. (802)

22. The annual average and peak month quantities for District ID Nos. 128, 129, 130, 131, 132, 133, and 134, Permittee ID Nos. ECW-1, ECW-2, ECW-3, ECW-4, ECW-5, ECW-6, AND ECW-7, East County Wellfield, shown in the production withdrawal table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The quantities listed for these individual sources are not intended to dictate the distribution

of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary, so long as adverse environmental impacts do not result, and the Permittee complies with all other conditions of this permit. In all cases, the total annual average annual withdrawal and the total peak monthly withdrawal for the East County Wellfield are limited to 18,386,000 gpd and 20,736,000 gpd, respectively. (221)

23. The permittee shall maintain a continuous recording rain gauge, District ID No. 160, Permittee ID No. RG5. Total daily rainfall shall be recorded at this station in inches to one-hundredth of an inch and submitted to the District online or District forms on or before the tenth day of the following month. The reporting period for these data shall begin on the first day of each month and end on the last day of each month. Data to be provided to the District Annually as part of the Hydrobiological Wetlands Monitoring Plan. (255)

24. The Permittee shall continue to maintain the District-approved staff gauges and piezometers in the water bodies specified below, and record measurements of water levels referenced to National Geodetic Vertical Datum 1929 (NGVD 29) at the frequency indicated.

District ID Nos. 161, 162, 163, 164, 165, 166, 170, 171, and 172, Permittee ID Nos. SG-T1, WW-T1, UW-T1, SG-T2, WW-T2, UW-T2, SG-T4, WW-T4, and UW-T4 to monitor wetland water levels on a bi-weekly basis (twice per month).

To the maximum extent possible, water levels shall be recorded on the same day each week. Wetland water levels will be reported with the Annual Hydrobiological Wetland Monitoring Report. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource. (762)

25. By April 1 of each year of the permit term for the preceding calendar year (January 1 – December 31), the Permittee shall submit updates to the Environmental Management Plan (EMP) entitled Manatee County-East County Wellfield Hydrobiological and Wetland Monitoring Plan, dated April 24, 2007 that was submitted in support of WUP 20007470.006. If the report is submitted in hardcopy, three (3) identical copies (colors replicated) shall be submitted to the Water Use Permit Bureau Chief and one black and white shall be submitted to the Water Use Permit Bureau. If the report is submitted in CD format or electronically via the District website, only one submission is required. Any color part of the report that is scanned shall be scanned in color. The annual EMP Report shall be consistent in format and content with prior Annual EMP Reports and include the following information:

Data Summary Section

The data summary section for all the monitor sites included in the EMP shall be included in the EMP Report. The Data Summary Section shall contain updates to the status of proposed monitor sites, updates to proposed locations and elevations if any, and all raw data required by condition of this permit from each environmental monitor site, District ID Nos. 161, 162, 163, 164, 165, 166, 170, 171, and 172, Permittee ID Nos. SG-T1, WW-T1, UW-T1, SG-T2, WW-T2, UW-T2, SG-T4, WW-T4, and UW-T4. This section shall include essential graphs, tables, and text, with little or no data interpretation.

Interpretive Section

The Interpretive Section shall present the Permittee's analyses and interpretation of pumpage data, wetland water levels, surficial aquifer water level data, and other data collected pursuant to the EMP submitted in support of this permit as it relates to environmental conditions in the vicinity of the wellfield. This section shall also address investigations and analyses of relationships between water level fluctuations, actual wellfield pumpage, atmospheric conditions, and drainage factors relative to the environmental condition of designated wetlands.

Wetland Vegetative Assessment

This section shall include annual analysis of changes to percent cover of dominant and

subdominant species using the Wetland Assessment Procedure (WAP) field form or other applicable vegetative method that may have occurred to designated representative (test) wetlands (those that potentially may be adversely impacted by groundwater pumping authorized by this permit).

Environmental Mitigation

The Permittee shall document whether or not adverse environmental impacts due to pumpage were detected during the reporting period. If such impacts were detected, the Permittee shall specify and describe when and where mitigation actions were undertaken to mitigate impacts. A quantitative (with respect to acreage) and qualitative (with respect to wetland health and function) assessment of the success of such mitigation actions shall be included. If an action was deemed unsuccessful by either the Permittee or the District, the Permittee shall include a proposed alternative action for the situation.

Monitoring Plan Status

This section shall include any proposed changes to the monitoring plan, with appropriate supporting documentation. The Permittee shall apply to modify the water use permit within 60 days of the District approval of any proposed changes to the monitoring plan. (287)

26. The Permittee shall continue to maintain the monitor wells listed below, monitor water levels, and report them to the District at the frequency listed for the interval, aquifer system, or geologic formation listed. Water levels shall be recorded relative to National Geodetic Vertical Datum 1929 and to the maximum extent possible, recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate to the frequency noted. The readings shall be reported online via the WUP Portal at the District website (www.watmatters.org) or mailed in hardcopy on District-provided forms to the Water Use Permit Bureau on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource. The Permittee shall have the elevation of the measuring point on each well listed surveyed to the specified datum, and a copy of the certified survey report for the wells listed shall be included with the first data submittal.

District ID Nos. 150 and 154, Permittee ID Nos. ECW-SMW-50 and ECW-SMW-54, to monitor the surficial aquifer on a daily basis.

District ID No. 152, Permittee ID No. ECW-IAMW-52, to monitor the intermediate (Hawthorn) aquifer on a daily basis.

District ID Nos. 151 and 153, Permittee ID Nos. ECW-UFMW-51 and ECW-UFMW-53, to monitor the Upper Floridan aquifer on a daily basis. (756)

27. Water quality samples from monitor sites listed below shall be collected as described in Manatee County-East County Wellfield Hydrobiological and Wetland Monitoring Plan, dated April 24, 2007, in support of the permit application for the water use and analyzed for the parameter(s) indicated at the frequency specified in the table below. For analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit.

Existing District ID Nos. 151, 152, and 153, Permittee ID Nos. ECW-UFMW-51, ECW-IAMW-52, and ECW-UFMW-53, for chloride, sulfate, and TDS, on a quarterly basis. (751)

28. Water quality samples from the withdrawal points listed below shall be collected after pumping the withdrawal point at its normal rate for a pumping time specified below, or to a constant temperature, pH, and conductivity. The frequency of sampling per water quality parameter is listed in the table according to the withdrawal point. The recording and reporting shall begin according to the first sample date for existing wells and shall begin within 90 days of completion of any proposed wells. Samples shall be collected whether or not the well is being used unless infeasible. If sampling is infeasible, the Permittee shall indicate the reason for not sampling on the water quality data form or in the space for comments in the WUP Portal for data submissions.

For sampling, analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit.

Existing District ID Nos. 128, 129, 130, 131, 132, 133, and 134, Permittee ID Nos. ECW-1, ECW-2, ECW-3, ECW-4, ECW-5, ECW-6, ECW-7, and ECW-8 for chloride, sulfate, and TDS, after a minimum pumping period of 20 minutes, on a monthly basis. (752)

29. The Permittee shall submit an Annual Wellfield Report that is a comprehensive but concise assessment of the water resources of the East County Wellfield area based on the subject areas listed below. This report shall concisely summarize the elements listed below, with emphasis on the interactions between these elements, where appropriate. Data sources shall be referenced, but no raw data shall be included in the report. Only essential text, graphs, and tables should be included in the report. Reports shall be submitted to the Water Use Permit Bureau, by August 1st of each year. Any color part of the report that is scanned shall be scanned in color. The report shall cover all activities and conditions pertaining to East County Wellfield and service area for the preceding calendar year (January 1 to December 31). The specific elements of this report are listed below:

Hydrologic Analyses

Statistical trend analysis, such as double-mass curve analysis, multiple linear regression, time series analysis, and factor analysis shall be performed for the annual reporting period and the period of record to analyze the interactions of rainfall and pumpage on changes in the potentiometric surface within and adjacent to the wellfield, water quality, water levels, wetlands, or stream flow. A brief summary of any recommended changes to the monitoring requirements shall be provided noting that some changes may necessitate a modification of the permit.

Wellfield Operation

A brief overview of wellfield operations including withdrawal point rotation within the wellfield for the previous 12 months shall include discussion of wells used most often, and wells used less often, and why their routine use was altered, future changes or modifications to the wellfield rotation plan due to the yield from the various wells, future annexation sites, potential future production well sites, etc. Any proposed production or monitor wells that were completed, wells retired and their current status, or wells converted from other uses to public supply use since the last Annual Wellfield Report will be noted.

Water Quality Monitoring

Water quality sampling collected as a condition of this permit shall be analyzed and summarized into graphs and statistical analysis for the annual reporting period and related to the historical water quality sampling results as well as to pumpage. The report shall delineate areas of concern with respect to water quality degradation, horizontal or vertical movement in the fresh water/saltwater interface, or other trends which have occurred. Changes in water quality, specifically in production zones, shall be discussed.

Water Level Monitoring

Water levels collected as a condition of this permit shall be analyzed, summarized into graphs and statistical analysis for the annual reporting period, and related to pumpage as well as to historic water levels. The report should delineate any areas of concern with respect to water levels within the aquifers monitored, changes in sampling locations, number of wells included in the program, etc., or any other information which may be deemed appropriate in order to protect the resource.

Capital Improvement Program Status

A summary of completed water supply system improvements shall be provided. In addition, an update to any documented system weaknesses or anticipated system improvements shall be described.

Water Treatment Efficiency

A description of efforts to improve water treatment efficiency shall be included. This shall include good faith efforts undertaken in its infrastructure planning and implementation efforts. Opportunities during the prior year to replace water treatment-related infrastructure, including items such as change-outs to pressure vessels, piping, racks (skids), and treatment membrane elements shall be discussed.

Investigation of Complaints

A summary of the investigations of withdrawal-related complaints and mitigation activities related to the impacts shall be provided. This summary shall include:

1. Number and type of complaints,
2. Number and type of mitigation activities,
3. Number and type of complaints which did not require mitigation activity,
4. Total cost of all mitigation activity, and
5. Delineation of areas of concern with respect to legal existing use with respect to any water availability or water quality trends identified.

Wellfield Management Updates

The Permittee shall summarize the development, implementation, and events that may affect the approved wellfield management plan over the previous reporting period. If additional information became available that necessitates a change to the plan, the Permittee shall submit an application to modify the permit to effect the changes. (524)

Buffalo Creek Wellfield

30. The Permit establishes 3,950,000 gpd of new quantities for the proposed Buffalo Creek Wellfield, which is located within the Most Impacted Area (MIA). The facility total of 3,950,000 gpd includes 2,230,000 gpd of new quantities from the Upper Floridan aquifer which are established using two mechanisms of the Net Benefit process: Permanent retirement of historically used quantities, and Groundwater Replacement Credits (GWRC). The majority of these new Floridan quantities are supported using GWRC by reducing Floridan withdrawals elsewhere within the MIA at sites using reclaimed water provided by the county. The Net Benefit is maintained if the use of reclaimed water at a site is reduced or discontinued, so long as the related Floridan withdrawals at the site do not resume. However, if the standby groundwater quantity at a site receiving reclaimed water is reinstated, the Permittee shall cease or reduce Floridan withdrawals at the Buffalo Creek Wellfield as necessary to maintain a Net Benefit to the resource.

The Floridan quantities which are eligible for withdrawal at Buffalo Creek Wellfield under the Net Benefit criteria will be reevaluated, and modified as warranted, on an annual basis. (802)

31. The Permittee shall construct the proposed wells according to the surface diameter and casing depth specifications below. The casing shall be continuous from land surface to the minimum depth stated and is specified to prevent the unauthorized interchange of water between different water bearing zones. The total depth listed below is an estimate, based on best available information, of the depth at which high producing zones are encountered and which poor water quality should not be encountered. However, since this well is located in an area where water quality can be poor, it is the Permittee's responsibility to have the water in the well sampled during well construction before reaching the maximum total depth stated below. Such sampling is necessary to ensure that the well does not encounter water of a quality that cannot be utilized by the Permittee, and to ensure that withdrawals from the well will not cause salt-water intrusion. All depths given are in feet below land surface. For Well Construction requirements see Exhibit B, Well Construction Instructions, attached to and made part to this permit.

District ID No. 201, 202, 204, 205, and 206, Permittee ID No. BCWUF-1, BCWUF-2, BCWUF-4, BCWUF-5, and BCWUF-6 having a surface diameter of 16 inches, with a minimum casing depth

of 325 feet, drilled to a maximum total depth of 650 feet.

District ID No. 211, 212, 213, 214, 215, 216, 217, and 218, Permittee ID No. BCWI-1, BCWI-2, BCWI-3, BCWI-4, BCWI-5, BCWI-6, BCWI-7, and BCWI-8 having a surface diameter of 12 inches, with a minimum casing depth of 150 feet, drilled to a maximum total depth of 300 feet. (202)

32. Within 90 days of the completion of each proposed well or the installation of pumping equipment, the Permittee shall submit to the District specific capacity (well testing) information from any test performed by the Water Well Contractor or pump installer on the well. This information shall include:

- A. Static water level before pumping
- B. Duration of test pumping
- C. Gallons per minute pumped
- D. Final water level measured during pumping

If a step-drawdown test was performed, the information listed above shall be submitted for each step. (234)

33. The Permittee shall construct the following proposed monitor well(s)/piezometer(s) at the location(s) specified and pursuant to the stipulations given below in accordance with Chapter 62-532, "Water Well Permitting and Construction Requirements". All depths given are relative to feet below land surface. Land surface shall be surveyed relative to National Geodetic Vertical Datum 1929 (NGVD 29), and a monitor point elevation identified. A copy of the certified survey and well completion report shall be filed with the District within 30 days of well completion.

District ID Nos. 253, 256, and 259, Permittee ID Nos. BCW-SMW-2, BCW-SMW-3, and BCW-SMW-4, with a surface casing diameter of 4 inches, to be drilled to an estimated total depth of 20 feet, and cased continuously from the surface to 5 feet below land surface, with slotted casing/scree interval from 5 feet to 20 feet, for monitoring of the surficial aquifer.

District ID Nos. 254, 257, and 260, Permittee ID Nos. BCWI-2, BCWI-3, and BCWI-4, with a surface casing diameter of 6 inches, to be drilled to an estimated total depth of 280 feet, and cased continuously from the surface to 150 feet below land surface, for monitoring of the Intermediate aquifer.

District ID Nos. 255, 258, and 261, Permittee ID Nos. BCW-UFMW-2, BCW-UFMW-3, and BCW-UFMW-4, with a surface casing diameter of 6 inches, to be drilled to an estimated total depth of 450 feet, and cased continuously from the surface to 325 feet below land surface, for monitoring of the Upper Floridan aquifer.

A. The well shall be constructed with a surface seal and a sand filter pack emplaced using the tremie method. The filter pack shall have a minimum annular space of two (2) inches around the borehole and be placed to a depth of two feet above the well screen. If the well is constructed using a hollow-stem auger, the filter pack shall be set by pouring the filter material directly into the annular space of the borehole, provided that a PVC pipe is used as a tamping device to prevent bridging of the filter pack, and that the amount of filter pack sand is continuously tagged during the emplacement by the driller. In addition, the auger must be retrieved slowly to allow the filter pack to spread into the area of the well annulus occupied by the auger flights.

B. The casing shall be constructed of slotted Schedule 40 PVC, stainless steel or other materials that are resistant to degradation due to interaction with the ground water and shall be continuous from 18 inches above land surface to the minimum depth stated above.

C. The finished well casing depth and total depth shall not vary from these specifications by greater than ten (10) percent unless advance approval is granted by the Water Use Permit Bureau Chief.

D. Advance approval from the Water Use Permit Bureau Chief, is required if the location and/or construction specifics of any monitor well is changed.

E. The District shall be given two weeks notification prior to commencement of drilling in order to schedule a site visit to witness the drilling and completion of each monitor well. (416)

34. The Permittee shall submit a copy of the well completion reports as filed with the Natural Resources Department, Groundwater Management Section of Manatee County to the Water Use Permit Bureau within 30 days of well completion. (508)
35. Within 90 days of completion of construction, the Permittee shall submit to the Water use Permit Bureau the specific location of District ID Nos. 201, 202, 204, 205, 206, 211, 212, 213, 214, 215, 216, 217, 218, 253, 254, 255, 256, 257, 258, 259, 260, 261, and 270, Permittee ID Nos. BCWUF-1, BCWUF-2, BCWUF-4, BCWUF-5, BCWUF-6, BCWI-1, BCWI-2, BCWI-3, BCWI-4, BCWI-5, BCWI-6, BCWI-7, BCWI-8, BCW-SMW-2, BCW-IMW-2, BCW-UFMW-2, BCW-SMW-3, BCW-IMW-3, BCW-UFMW-3, BCW-SMW-4, BCW-IMW-4, BCW-UFMW-4, and BCW-RG-1 on an original blue line aerial (the Permittee may use the District GIS maps from the website) with a minimum scale of 1" = 800' or by latitude/longitude. If the latitude and longitude are provided, the Permittee shall include instrumentation used to determine the data (537)
36. The Permittee shall install and maintain a continuous recording rain gauge District ID No. 270, Permittee ID No. BCW-RG-1 in the area around wastewater treatment plant. Total daily rainfall shall be recorded at this station in inches to one-hundredth of an inch and submitted to the District online or District forms on or before the tenth day of the following month. The reporting period for these data shall begin on the first day of each month and end on the last day of each month. (255)
37. The Permittee shall install and maintain a District-approved staff gauge in the water bodies at the location(s) specified by latitude and longitude below and report measurements of water levels referenced to the National Geodetic Vertical Datum 1929, at the frequency indicated. Instructions for installation of the staff gauge, and for recording and reporting the data are given in Exhibit B, Water Level Instructions, attached to and made part of this permit.
- District ID Nos. 271, 272, and 273, Permittee ID Nos. BCW-SG-W1, BCW-CW-W1, and BCW-EW-W1 to measure wetland water levels in wetland 1 located at lat. 82°29'08"/Long. 27°34'41", on a monthly basis.
- District ID Nos. 274, 275, and 276, Permittee ID Nos. BCW-SG-W2, BCW-CW-W2, and BCW-EW-W2 to measure wetland water levels in wetland 2 located at lat. 82°28'34"/Long. 27°34'26", on a monthly basis.
- District ID Nos. 277, 278, and 279, Permittee ID Nos. BCW-SG-W3, BCW-CW-W3, and BCW-EW-W3 to measure wetland water levels in wetland 3 located at lat. 82°28'46"/Long. 27°34'44", on a monthly basis. (761)
38. By April 1 of each year of the permit term for the preceding calendar year (January 1 - December 31), the Permittee shall submit updates to the Environmental Management Plan (EMP) entitled Manatee County – North County Wellfield Hydrobiological and Wetlands Monitoring Plan, dated April 10, 2012 that was submitted in support of this permit. Reports shall be submitted to the Water Use Permit Bureau. Any color part of the report that is scanned shall be scanned in color. The report shall include the following sections:

Data Summary Section

The data summary section for all the monitor sites included in the WMP shall be included in the EMP Report. The Data Summary Section shall contain updates to the status of proposed monitor sites, updates to proposed locations and elevations if any, and all raw data required by condition of this permit from each environmental monitor site, District ID No(s). 270, 271, 272, 273, 274, 275, 276, 277, 278, and 279, Permittee ID Nos. BCW-RG-1, BCW-SG-W1, BCW-CW-W1, BCW-

EW-W1, BCW-SG-W2, BCW-CW-W2, BCW-EW-W2, BCW-SG-W3, BCW-CW-W3, and BCW-EW-W3. This section shall include essential graphs, tables, and text, with little or no data interpretation.

Interpretive Section

An Interpretive Section shall be included with the Data Summary Section submitted for past years and one update six months prior to the expiration date of this permit. The Interpretive Section shall present the Permittee's analyses and interpretation of pumpage data, wetland water levels, Hawthorn and Floridan aquifer water level data, and other data collected pursuant to the EMP submitted in support of this permit as it relates to environmental conditions in the vicinity of the wellfield. This section shall also address investigations and analyses of relationships between water level fluctuations, actual wellfield pumpage, atmospheric conditions, and drainage factors relative to the environmental condition of designated wetlands.

Soils

Documentation of soils in the EMP network shall be provided one time at the initiation of monitoring to establish baseline conditions. This documentation shall include field verification of the soil type as reported in the NRCS county soil survey, whether they are hydric or not, degree of soil moisture (desiccation to inundation), and general condition (fissuring, subsidence, etc.). A summary of the soils determination shall be included in the initial annual monitoring report.

Wetland Vegetative Assessment

This Section shall include annual analysis of changes to percent cover of dominant and subdominant species using the Wetland Assessment Procedure (WAP) field form instruction manual and WAP field form that may have occurred to designated representative (test) wetlands (those that potentially may be adversely impacted by groundwater pumping authorized by this permit) and reference wetlands (those similar to the potentially impacted wetlands but can be reasonably expected to not be adversely affected by the pumping).

Aerial Photographic Analysis

The Permittee shall utilize color infrared and natural color aerial photographs of the wellfield area to detect and document changes to the vegetation and/or the hydrology of wetlands, lakes or streams that occurred during the reporting period relative to the previous reporting period aerial photographs. Any additional photographs taken in support of the aerial photographic analysis as well as the interpretation of the photographs shall be dated and included in the report. The Permittee may utilize prints of the District's color, infra-red, aerial photographs of the pertinent year. These are available in electronic format from the District Mapping and GIS Section upon request and provision of an external hard drive. If submitted electronically, the interpreted aerial photograph shall be scanned in color. If submitted in hardcopy, the interpreted aerial photographs shall be on a scale of 1 inch = 2000 or finer.

Outstanding Data Not Previously Submitted

If there is or was previously collected hydrologic and environmental data from any site at the wellfield that was not submitted in support of the application for this permit, such data shall be included with the first report submitted.

Environmental Mitigation

The Permittee shall document whether or not adverse environmental impacts due to pumpage were detected during the reporting period. If such impacts were detected, the Permittee shall specify and describe when and where mitigation actions were undertaken to mitigate the impacts. A quantitative (with respect to acreage) and qualitative (with respect to wetland health and function) assessment of the success of such mitigation actions shall be included. If an action was deemed unsuccessful by either the Permittee or the District, the Permittee shall include proposed alternative actions for the situation.

Monitoring Plan Status

This section shall include any proposed changes to the monitoring plan, with appropriate supporting documentation. The Permittee shall submit an application to modify the water use permit within 60 days of District approval of any proposed changes to the monitoring plan. (287)

39. Within 90 days of the completion of the following proposed monitor well(s) or piezometer(s), the Permittee shall record water levels to National Geodetic Vertical Datum 1929 (NGVD 29) and report them to the District at the frequency listed for the interval, aquifer system, or geologic formation listed. The monitor well(s) or piezometer(s) shall be surveyed by a surveyor licensed in the State of Florida and referenced to NGVD 29, and a certified survey indicating the datum reference shall be submitted with the first water level data report. To the maximum extent possible, water levels shall be recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate to the frequency noted. The readings shall be reported online via the Permit Information Center at the District website, (www.watermatters.org/permits/epermitting/), or mailed in hardcopy on District-provided forms to the address given in this permit for mailing data and reports on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource.

District ID Nos. 250, 253, 256, and 259, Permittee ID Nos. BCW-SMW-1, BCW-SMW-2, BCW-SMW-3, and BCW-SMW-4 to monitor the surficial aquifer on a daily basis.

District ID Nos. 251, 254, 257, and 260, Permittee ID Nos. BCW-IMW-1, BCW-IMW-2, BCW-IMW-3, and BCW-IMW-4, to monitor the intermediate aquifer on a daily basis.

District ID Nos. 252, 255, 258, and 261, Permittee ID Nos. BCW-UFMW-1, BCW-UFMW-2, BCW-UFMW-3, and BCW-UFMW-4, to monitor the Upper Floridan aquifer on a daily basis. (755)

40. Water quality samples from the monitor sites listed below shall be collected and analyzed for the parameter(s) specified at the frequency indicated. For sampling, analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit.

Proposed District ID Nos. 251, 252, 254, 255, 257, 258, 260, and 261, Permittee ID Nos. BCW-IMW-1, BCW-UFMW-1, BCW-IMW-2, BCW-UFMW-2, BCW-IMF-3, BCW-UFMW-3, BCW-IMW-4, and BCW-UFMW-4, for chloride, sulfate, and total dissolved solids, on a quarterly basis (February, May, August, November), with first analyzed sample due within 90 days of completion of the monitor site or per the first reporting period as given in Exhibit B after completion of the monitor site. (750)

41. Water quality samples from the withdrawal points listed below shall be collected after pumping the withdrawal point at its normal rate for a pumping time specified below, or to a constant temperature, pH, and conductivity. The frequency of sampling per water quality parameter is listed in the table according to the withdrawal point. The recording and reporting shall begin according to the first sample date for existing wells and shall begin within 90 days of completion of any proposed wells. Samples shall be collected whether or not the well is being used unless infeasible. If sampling is infeasible, the Permittee shall indicate the reason for not sampling on the water quality data form or in the space for comments in the WUP Portal for data submissions. For sampling, analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit.

Proposed District ID Nos. 201, 202, 203, 204, 205, 211, 212, 213, 214, 215, 216, 217, and 218, Permittee ID Nos. BCWUFW-1, BCWUFW-2, BCWUFW-3, BCWUFW-4, BCWUFW-5, BCWI-1, BCWI-2, BCWI-3, BCWI-4, BCWI-5, BCWI-6, BCWI-7, and BCWI-8 for chloride, sulfate, and total dissolved solids, after a minimum pumping time of 20 minutes on a monthly basis, with first analyzed sample due within 90 days of completion of the withdrawal point or per the first reporting period as given in Exhibit B after completion of the monitor site. (752)

42. The Permittee shall submit an Annual Wellfield Report that is a comprehensive but concise assessment of the water resources of the Buffalo Creek Wellfield area based on the subject areas listed below. This report shall concisely summarize the elements listed below, with emphasis on the interactions between these elements, where appropriate. Data sources shall be referenced, but no raw data shall be included in the report. Only essential text, graphs, and tables should be included in the report. Reports shall be submitted to the Water Use Permit Bureau, by August 1 of each year. Any color part of the report that is scanned shall be scanned in color. The report shall cover all activities and conditions pertaining to North County Wellfield and service area for the preceding calendar year (January 1 to December 31). The specific elements of this report are listed below:

Hydrologic Analyses

Statistical trend analysis, such as double-mass curve analysis, multiple linear regression, time series analysis, and factor analysis shall be performed for the annual reporting period and the period of record to analyze the interactions of rainfall and pumpage on changes in the potentiometric surface within and adjacent to the wellfield, water quality, water levels, wetlands, or stream flow. A brief summary of any recommended changes to the monitoring requirements shall be provided noting that some changes may necessitate a modification of the permit.

Wellfield Operation

A brief overview of wellfield operations including withdrawal point rotation within the wellfield for the previous 12 months shall include discussion of wells used most often, and wells used less often, and why their routine use was altered, future changes or modifications to the wellfield rotation plan due to the yield from the various wells, future annexation sites, potential future production well sites, etc. Any proposed production or monitor wells that were completed, wells retired and their current status, or wells converted from other uses to public supply use since the last Annual Wellfield Report will be noted.

Water Quality Monitoring

Water quality sampling collected as a condition of this permit shall be analyzed and summarized into graphs and statistical analysis for the annual reporting period and related to the historical water quality sampling results as well as to pumpage. The report shall delineate areas of concern with respect to water quality degradation, horizontal or vertical movement in the fresh water/saltwater interface, or other trends which have occurred. Changes in water quality, specifically in production zones, shall be discussed.

Water Level Monitoring

Water levels collected as a condition of this permit shall be analyzed, summarized into graphs and statistical analysis for the annual reporting period, and related to pumpage as well as to historic water levels. The report should delineate any areas of concern with respect to water levels within the aquifers monitored, changes in sampling locations, number of wells included in the program, etc., or any other information which may be deemed appropriate in order to protect the resource.

Capital Improvement Program Status

A summary of completed water supply system improvements shall be provided. In addition, an update to any documented system weaknesses or anticipated system improvements shall be described.

Water Treatment Efficiency

A description of efforts to improve water treatment efficiency shall be included. This shall include good faith efforts undertaken in its infrastructure planning and implementation efforts. Opportunities during the prior year to replace water treatment-related infrastructure, including items such as change-outs to pressure vessels, piping, racks (skids), and treatment membrane elements shall be discussed.

Investigation of Complaints

A summary of the investigations of withdrawal-related complaints and mitigation activities related to the impacts shall be provided. This summary shall include:

1. Number and type of complaints,
2. Number and type of mitigation activities,
3. Number and type of complaints which did not require mitigation activity,
4. Total cost of all mitigation activity, and
5. Delineation of areas of concern with respect to legal existing use with respect to any water availability or water quality trends identified.

Wellfield Management Updates

The Permittee shall summarize the development, implementation, and events that may affect the approved wellfield management plan over the previous reporting period. If additional information became available that necessitates a change to the plan, the Permittee shall submit an application to modify the permit to effect the changes. (524)

43. The Permittee shall investigate alleged loss of reliable access to legal, existing withdrawal of ground water, damage to the ground water wells, or to pumps used to access legal, existing withdrawal of water within 5,000 feet of the property boundary that may have been caused by the Permittee's ground water withdrawals. Instructions for the complaint handling and possible mitigation procedure are given in Exhibit B, Well Complaint Instructions, attached to and made part of this permit. (443)
44. The Permittee shall submit an Annual Net Benefit Report in support of the new Floridan quantities established by this permit for the Buffalo Creek Wellfield. The reporting period shall be the previous calendar year (January 1 to December 31). The report shall include the following elements in narrative form, with appropriate tables and figures.

A summary of Floridan quantities approved for withdrawal at the Buffalo Creek Wellfield, effective January 1 of the reporting period.

A summary of the Net Benefit activities elsewhere within the Most Impacted Area which offset or otherwise mitigated those quantities, effective January 1 reporting period.

A detailed description of any modifications to reclaimed water deliveries (i.e., new, reduced, increased or discontinued) or other mitigation activities during the reporting period.

A summary of Floridan quantities proposed for withdrawal at the Buffalo Creek Wellfield, Effective December 31 of the reporting period.

A summary of the Net Benefit activities elsewhere within the Most Impacted Area which will offset or otherwise mitigate those quantities, effective December 31 of the reporting period.

An updated groundwater flow model in support of the proposed Floridan quantities shall be prepared if there are any changes in, or redistribution of, offsetting reclaimed water deliveries or other mitigation activities. The most up-to-date version of the District Wide Regional Model shall be used, without modification of default parameters unless approved by District staff. Any such modifications of default parameters will be summarized, and supporting documentation for the changes will be provided.

The Permittee shall coordinate any changes in Net Benefit activities with District staff during the reporting period. The report shall be submitted to the Water Use Permit Bureau Chief by April 1, each year. The Permittee shall prepare the report in consultation with District staff. (487)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
 - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - B. Damage to crops and other vegetation causing financial harm to the owner; and
 - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.

10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.
11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies.

For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data.

The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal.

from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.

8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

1. Accuracy Test Due Date - The Permittee is to schedule their accuracy test according to the following schedule:

- A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
- B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
- C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
- D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
- E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

2. Accuracy Test Requirements: The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:

A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.

B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or

longer per test until consistent results are obtained.

C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.

D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

3. Accuracy Test Report: The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:

A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.

B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;

C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;

D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.

E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.

F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

WATER QUALITY INSTRUCTIONS

The Permittee shall perform water quality sampling, analysis and reporting as follows:

1. The sampling method(s) from both monitor wells and surface water bodies shall be designed to collect water samples that are chemically representative of the zone of the aquifer or the depth or area of the water body.
2. Water quality samples from monitor wells shall be taken after pumping the well for the minimum time specified (if specified) or after the water reaches a constant temperature, pH, and conductivity.
3. The first submittal to the District shall include a copy of the laboratory's analytical and chain of custody procedures. If the laboratory used by the Permittee is changed, the first submittal of data analyzed at the new laboratory shall include a copy of the laboratory's analytical and chain of custody procedures.
4. Any variance in sampling and/or analytical methods shall have prior approval of the Water Use Permit Bureau Chief.
5. The Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis.
6. Water quality samples shall be analyzed by a laboratory certified by the Florida Department of Health utilizing the standards and methods applicable to the parameters analyzed and to the water use pursuant to Chapter 64E-1, Florida Administrative Code, "Certification of Environmental Testing Laboratories."
7. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association-American Water Works Association-Water Pollution Control Federation (APHA-AWWA-WPCF) or Methods for Chemical Analyses of Water

and Wastes by the U.S. Environmental Protection Agency (EPA).

8. Unless other reporting arrangements have been approved by the Water Use Permit Bureau Chief , reports of the analyses shall be submitted to the Water Use Permit Bureau , online at the District WUP Portal or mailed in hardcopy on or before the tenth day of the following month. The online submittal shall include a scanned upload of the original laboratory report. The hardcopy submittal shall be a copy of the laboratory’s analysis form . If for some reason, a sample cannot be taken when required, the Permittee shall indicate so and give the reason in the space for comments at the WUP Portal or shall submit the reason in writing on the regular due date .
9. The parameters and frequency of sampling and analysis may be modified by the District as necessary to ensure the protection of the resource.
10. Water quality samples shall be collected based on the following timetable for the frequency listed in the special condition:

<u>Frequency</u>	<u>Timetable</u>
Weekly	Same day of each week
Quarterly	Same week of February, May, August, November
Semi-annually	Same week of May, November
Monthly	Same week of each month

WATER LEVEL INSTRUCTIONS

The staff gauge(s) shall be surveyed according to instructions given on the District website and referenced to the North American Vertical Datum 1988, and a copy of the survey indicating the datum reference shall be submitted with the first water level data report. The staff gauge(s) shall be scaled in one-tenth foot increments and shall be sized and placed so as to be clearly visible from an easily accessible point of land. Water levels shall be recorded on a frequency as indicated in the table provided in the special condition and reported to the Water Use Permit Bureau , online via the WUP Portal at the District website or in hardcopy on District-provided forms on or before the tenth day of the following month. To the maximum extent possible, water levels shall be recorded on a regular schedule as indicated in the recording timetable below. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource.

Water Level Recording Timetable

<u>Frequency</u>	<u>Recording Schedule</u>
Daily	Same time of each day
Weekly	Same day of each week
Monthly	Same week of each month
Quarterly	Same week of months specified

WELL COMPLAINT INSTRUCTIONS

The permittee shall adhere to the following process for handling water resource, surface or ground water withdrawal point impact, dewatering complaints, or discharge/seepage of water from their property:

1. Within 48 hours of a complaint received by the Permittee related to their withdrawal or use of water or dewatering activity, the Permittee shall notify the District, perform a preliminary investigation to determine whether the Permittee's pumpage, dewatering activity, or discharge/seepage from their property may have caused the problem.
2. If this preliminary assessment indicates that the Permittee may be responsible, the Permittee shall, within 72 hours of complaint receipt, supply the complainant with any water necessary for health and safety purposes, such as drinking water.
3. If the resulting investigation determines that the Permittee was not responsible for the well problem, the Permittee shall document the reasons for this determination.
4. If the detailed investigation confirms that the complainant's problem was caused by the Permittee's pumpage, dewatering, or discharge or water impoundment activities:

- A. The complainant's problem shall be fully corrected within 15 days of complaint receipt.
 - B. Impacts to wells: Full correction shall be restoration of the complainant's well to pre-impact condition or better, including the aspects of pressure levels, discharge quantity, and water quality. This detailed investigation shall include, but not be limited to, an analysis of water levels and pumpage impacts at the time of the complainant's problem, well and pump characteristics including depths, capacity, pump curves, and irrigation system requirements.
5. The Permittee shall file a report of the complaint, the findings of facts, appropriate technical data, and any mitigating action taken or to be taken by the Permittee, to the Water Use Permit Bureau Chief, for review and approval within 20 days of the receipt of any complaint. The report shall include:
- A. The name and address of each complainant;
 - B. The date and nature of the complaint;
 - C. A summary of the Permittee's investigation;
 - D. A summary of the Permittee's determination, including details of any mitigation activities; and
 - E. Cost of mitigation activity for each complaint.
6. A copy of the report shall be sent to the complainant within 20 days of complaint receipt.

WELL CONSTRUCTION INSTRUCTIONS

All wells proposed to be constructed shall be drilled and constructed as specified below:

1. All well casing (including liners and/or pipe) must be sealed to the depth specified in the permit condition in accordance with requirements per Chapter 40D-3. Florida Code and/or any specific requirements of an associated Well Construction Permit.
2. The proposed well(s) shall be constructed of materials that are resistant to degradation of the casing/grout due to interaction with the water of lesser quality.
3. A minimum of twenty (20) feet overlap and two (2) centralizers is required for Public Supply wells and all wells six (6) inches or more in diameter.
4. Any variation from estimated, maximum or minimum total depths; maximum or minimum casing depths; well location or casing diameter specified in the condition requires advanced approval by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.
5. The Permittee is notified that a proposal to significantly change any of these well construction specifications may require permit modification if the District determines that such a change would result in significantly greater withdrawal impacts than those considered for this Permit.
6. The finished well casing depth shall not vary from these specifications by greater than ten (10) percent unless advance approval is granted by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.

ANNUAL REPORT SUBMITTAL INSTRUCTIONS

The "Public Supply Water Use Annual Report Form" (Form No. LEG-R.023.00 (01/09)), is designed to assist the Permittee with the annual report requirements, but the final authority for what must be included in the Water Use Annual Report is in this condition and in these instructions. Two identical copies of the "Public Supply Water Use Annual Report Form" and two identical copies of all required supporting documentation shall be included if submitted in hard copy. "Identical copy" in this instance means that if the original is in color, then all copies shall also be printed in color. If submitted electronically, only one submittal is required; however, any part of the document that is in color shall be scanned in color.

1. **Per Capita Use Rate** - A per capita rate for the previous calendar year will be progressively calculated until a rate of 150 gpd per person or less is determined whether it is the unadjusted per capita, adjusted per capita, or compliance per capita. The calculations shall be performed as shown in Part A of the Form. The Permittee shall refer to and use the definitions and instructions for all components as provided on the Form and in the Water Use Permit Applicant's Handbook Part B. Permittees that have interconnected service areas and receive an annual average quantity of 100,000 gpd or more from another permittee are to include these quantities as imported quantities. Permittees in the Southern Water Use Caution Area (SWUCA) or the Northern Tampa Bay Water Use Caution Area (NTBWUCA), as it existed prior to October 1, 2007, shall achieve a per capita of 150 gpd or less, and those in these areas that cannot achieve a compliance per capita rate of 150 gpd or less shall include a report on why this rate was not achieved, measures taken²²⁵

to comply with this requirement, and a plan to bring the permit into compliance. Permittees not in a Water Use Caution Area that cannot achieve a compliance per capita rate of 150 gpd or less by December 31, 2019 shall submit this same report in the Annual Report due April 1, 2020.

2. **Residential Use** - Residential water use consists of the indoor and outdoor water uses associated with each category of residential customer (single family units, multi-family units, and mobile homes), including irrigation uses, whether separately metered or not. The Permittee shall document the methodology used to determine the number of dwelling units by type and the quantities used. Estimates of water use based upon meter size will not be accepted. If mobile homes are included in the Permittees multi-family unit category, the information for them does not have to be separated. The information for each category shall include:

- A. Number of dwelling units per category,
- B. Number of domestic metered connections per category,
- C. Number of metered irrigation connections,
- D. Annual average quantities in gallons per day provided to each category, and
- E. Percentage of the total residential water use provided apportioned to each category.

3. **Non-Residential Use** - Non-residential use consists of all quantities provided for use in a community not directly associated with places of residence. For each category below, the Permittee shall include annual average gpd provided and percent of total non-residential use quantities provided. For each category 1 through 6 below, the number of metered connections shall be provided. These non-residential use categories are:

- A. Industrial/commercial uses, including associated lawn and landscape irrigation use,
- B. Agricultural uses (e.g., irrigation of a nursery),
- C. Recreation/Aesthetic, for example irrigation (excluding golf courses) of Common Areas, stadiums and school yards,
- D. Golf course irrigation,
- E. Fire fighting, system testing and other accounted uses, -
- F. K-through-12 schools that do not serve any of the service area population, and
- G. Water Loss as defined as the difference between the output from the treatment plant and accounted residential water use (B above) and the listed non-residential uses in this section.

4. **Water Audit** - The water audit report that is done because water losses are greater than 10% of the total distribution quantities shall include the following items:

- A. Evaluation of:
 - 1) leakage associated with transmission and distribution mains,
 - 2) overflow and leakage from storage tanks,
 - 3) leakage near service connections,
 - 4) illegal connections,
 - 5) description and explanations for excessive distribution line flushing (greater than 1% of the treated water volume delivered to the distribution system) for potability,
 - 6) fire suppression,
 - 7) un-metered system testing,
 - 8) under-registration of meters, and
 - 9) other discrepancies between the metered amount of finished water output from the treatment plant less the metered amounts used for residential and non-residential uses specified in Parts B and C above, and
- B. A schedule for a remedial action plan to reduce the water losses to below 10%.

5. **Alternative Water Supplied other than Reclaimed Water** - Permittees that provide Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) shall include the following on Part D of the Form:

- A. Description of the type of Alternative Water Supply provided,
- B. County where service is provided,
- C. Customer name and contact information,
- D. Customer's Water Use Permit number (if any),
- E. Customer's meter location latitude and longitude,
- F. Meter ownership information,
- G. General customer use category,
- H. Proposed and actual flows in annual average gallons per day (gpd) per customer,

- I. Customer cost per 1,000 gallons or flat rate information,
- J. Delivery mode (e.g., pressurized or non-pressurized),
- K. Interruptible Service Agreement (Y/N),
- L. Month/year service began, and
- M. Totals of monthly quantities supplied.

6. **Suppliers of Reclaimed Water** - Depending upon the treatment capacity of the Permittees wastewater treatment plant, the Permittee shall submit information on reclaimed water supplied as follows:

A. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd shall utilize the "SWFWMD Annual Reclaimed Water Supplier Report" in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09). The "SWFWMD Annual Reclaimed Water Supplier Report" is described in Section 3.1 of Chapter 3, under the subheading "Reclaimed Water Supplier Report" and is described in detail in the Water Use Permit Applicant's Handbook Part B.

B. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd can either utilize the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above or provide the following information on Part E of the Form:

- 1) Bulk customer information:
 - a) Name, address, telephone number,
 - b) WUP number (if any),
 - c) General use category (residential, commercial, recreational, agricultural irrigation, mining),
 - d) Month/year first served,
 - e) Line size,
 - f) Meter information, including the ownership and latitude and longitude location,
 - g) Delivery mode (pressurized, non-pressurized).
- 2) Monthly flow in gallons per bulk customer.
- 3) Total gallons per day (gpd) provided for metered residential irrigation.
- 4) Disposal information:
 - a) Site name and location (latitude and longitude or as a reference to the service area map),
 - b) Contact name and telephone,
 - c) Disposal method, and
 - d) Annual average gpd disposed.

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

CONSENT AGENDA**October 22, 2024****General Counsel's Report: Approval of Interagency Agreement between the South Florida Water Management District and the Southwest Florida Water Management District – Designation of Regulatory Responsibility to South Florida Water Management District for an Environmental Resource Permit – I-4 Moving Florida Forward Project (Polk and Osceola County)**

The Florida Department of Transportation seeks an environmental resource permit (ERP) for the proposed I-4 Moving Florida Forward Project in Polk and Osceola County (Project). The majority of the Project is located within the jurisdictional boundaries of the South Florida Water Management District (SFWMD), and a smaller portion of the project site is located within the jurisdictional boundaries of the Southwest Florida Water Management District (SWFWMD). Additionally, the SFWMD has a previous permitting history with ten (10) ERPs in the Project area, while the SWFWMD has only permitted one project in the area.

Section 373.046(6), Florida Statutes, authorizes water management districts to enter into interagency agreements to designate regulatory responsibility to another water management district for a project that crosses the jurisdictional boundaries of both districts. Water management districts typically consider regulatory efficiency and prior permitting history in determining which water management district is most appropriate to permit such projects. The interagency agreement designates the responsibility to receive, process, and take final agency action on all permit applications, and to take any compliance and enforcement action regarding a designated permit. An interagency agreement approved by the SWFWMD governing board and the SFWMD Regulation Divisional Director is necessary to authorize SFWMD to issue an ERP to the applicant for the entire Project.

Both Districts agree that regulatory responsibility over the project area should be designated to SFWMD. The SFWMD has previously processed permits in the surrounding geographic area and designating SFWMD with regulatory responsibility for the Project would allow for more efficient processing of the permit application.

Staff Recommendation:

1. Approve the Interagency Agreement between the South Florida Water Management District and the Southwest Florida Water Management District for the designation of regulatory responsibility for an Environmental Resource Permit for the above-described Project.

Presenter:

Destin J. Dawsy, Attorney, Office of General Counsel

**INTERAGENCY AGREEMENT BETWEEN THE SOUTH FLORIDA WATER
MANAGEMENT DISTRICT AND THE SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT FOR DESIGNATION OF REGULATORY
RESPONSIBILITY FOR ENVIRONMENTAL RESOURCE PERMITS FOR I-4
MOVING FLORIDA FORWARD PROJECT IN POLK AND OSCEOLA
COUNTY, FLORIDA**

THIS INTERAGENCY AGREEMENT ("Agreement") is made and entered into by and between the SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("SFWMD") and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ("SWFWMD").

WITNESSETH:

WHEREAS, on July 22, 2024, the Florida Department of Transportation submitted a request for the SFWMD to process the proposed environmental resource permit ("ERP") for the I-4 Widening from U.S. 27 to Champions Gate, as depicted on the map attached hereto as Exhibit A (the "Project"); and

WHEREAS, the Project is located within the jurisdictional boundary of both the SFWMD and the SWFWMD, with the majority of the Project located within the SFWMD's jurisdictional boundary in Osceola and Polk County; and

WHEREAS, Subsection 373.046(6), Fla. Stat., authorizes a water management district to designate, via an interagency agreement, regulatory responsibility to another water management district when the geographic area of the project or local government crosses the jurisdictional boundaries of another water management district; and

WHEREAS, the SFWMD has prior permitting history of this section of I-4 under ten (10) ERPs, including Permit Nos. 49-107664-P and 49-00809-P.

WHEREAS, the designation of the SFWMD as the water management district with Part IV, Chapter 373, Fla. Stat., regulatory responsibility for the Project would allow for more efficient processing of ERP applications as the majority of the Project is located within the jurisdictional boundaries of the SFWMD; and

WHEREAS, the SFWMD and the SWFWMD desire to designate the SFWMD as the water management district with Part IV, Chapter 373, Fla. Stat., regulatory responsibility for the proposed Project located within the jurisdictional boundaries of SWFWMD in Polk County, pursuant to Part IV, Chapter 373, Fla. Stat., and specifically identified in Exhibit A.

NOW THEREFORE, the SFWMD and the SWFWMD, under the authority of Subsection 373.046(6), Fla. Stat., hereby agree as follows:

1. The SFWMD is designated as the water management district that will have regulatory responsibilities under Part IV of Chapter 373, Fla. Stat., for those activities known as the Project, as shown on Exhibit A, which is incorporated by reference herein. Such regulatory responsibilities shall include receiving, processing, and taking final agency action on ERP applications or modifications thereof, located in the area on Exhibit A and taking any compliance and enforcement action with regard to such ERP(s).
2. This Agreement will commence upon execution by all parties and will remain in effect until either party terminates such Agreement for its convenience upon ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, each party, or its lawful representative, has executed this Agreement on the date set forth next to their signature below.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By:

Jill Creech
Division Director, Regulation

Date: _____ (Seal)

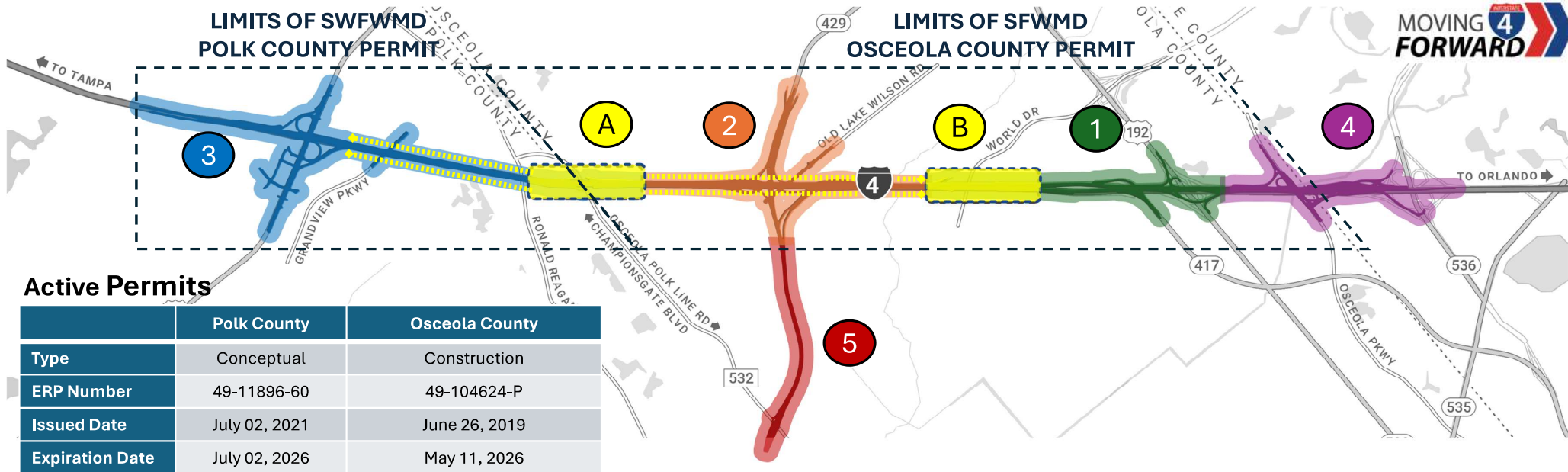
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:_____

Michelle Williamson, Chair

Date:_____ (Seal)

EXHIBIT A



Moving I-4 Forward Program Projects

A

Financial Project ID: 201210-8-62-01
Description: I-4 (SR 400) from East of US 27 to West of SR 429
County: Polk, Osceola

B

Financial Project ID: 431456-6-62-01
Description: I-4 (SR 400) from West of SR 429 to East of World Drive
County: Osceola

1

Financial Project ID: 431456-7-62-01
Description: I-4 (SR 400) from East of World Drive to East of US 192
County: Osceola

2

Financial Project ID: 431456-3-62-01
Description: I-4 (SR 400) from East of CR 532 to West of World Drive
County: Osceola

3

Financial Project ID: 201210-9-62-01
Description: I-4 (SR 400) from West of US 27 to West of CR 532
County: Polk

4

Financial Project ID: 431456-2-62-01
Description: I-4 (SR 400) from East of US 192 to East of SR 536
County: Osceola, Orange

5

Financial Project ID: 446581-4-62-01
Description: Poinciana Connector, Greenfield from South of CR 532 to South of I-4 (SR 400)
County: Osceola



PROJECT LOCATION MAP

CONSENT AGENDA**October 22, 2024****General Counsel's Report: Approval of Emergency Order No. SWF 24-028 – Emergency Measures for Hurricane Helene**

Section 373.119, Florida Statutes (F.S.), authorizes the Executive Director to take actions necessary to address an emergency that poses a threat to the public health, safety, welfare, or environment. Such actions may include, among other things, issuing an emergency order to waive the procedures and formalities otherwise required to conduct public business. If the Executive Director issues an emergency order without prior notice, the Governing Board must affirm the emergency order at the next regularly scheduled Governing Board meeting.

On September 23 and 24, 2024, Governor Ron DeSantis issued Executive Orders 24-208 and 24-209 (Executive Orders) declaring a state of emergency in parts of Florida, including all 16 counties within the District's boundaries, based upon the serious threat to the public health, safety, and welfare posed by Hurricane Helene. The Department of Environmental Protection issued Emergency Final Order No. 24-2534 on September 24, 2024, suspending certain permitting, procurement, and travel provisions contained in Chapters 373 and 403, F.S., and associated rules.

District staff have spent extensive time addressing permitting and regulatory matters resulting from the storm. District emergency activities in response to the storm have included, and will continue to include, re-assignment of staff for various emergency operation functions. District office operations have been adjusted to effectively address all storm-related impacts while at the same time meeting all existing and new permit application review timelines for projects not related to the storm. Additionally, the effects of the storm may prevent or hinder a permit applicant, permittee, or property owner from strictly complying with the statutes, rules, or orders that the District administers and enforces. As a result, the Executive Director issued Emergency Order No. SWF 24-028 on September 25, 2024, suspending certain permitting, procurement, and travel provisions contained in Chapter 373, F.S.

Emergency Order No. SWF 24-028 will remain in effect until the Governor's Executive Order expires no later than 60 days after issuance. At that time, District staff will reassess the emergency measures provided for in the Emergency Order and determine whether an extension is warranted.

Staff Recommendation:

1. Approve Emergency Order No. SWF 24-028.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
IN RE:

EMERGENCY AUTHORIZATION FOR
REPAIRS, REPLACEMENT,
RESTORATION, AND CERTAIN
OTHER MEASURES MADE NECESSARY
BY TROPICAL STORM HELENE

EMERGENCY ORDER NO. SWF 24-028

Under the authority of Sections 120.569(2)(n) and 373.119(2), Florida Statutes (“F.S.”), and upon consideration of State of Florida Executive Order Nos. 24-208 and 209, and the following findings of fact, the Southwest Florida Water Management District (“District”) enters this 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 Tropical Storm Helene (hereinafter, “the Storm”):

FINDINGS OF FACT

1. The District is an agency charged with the responsibility to conserve, protect, manage, and control the water resources within all or part of sixteen (16) counties designated in its geographic boundaries, including Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter counties (hereinafter referred to as the “Emergency Area”), and to administer and enforce Chapter 373, F.S., and the rules adopted thereunder as Chapters 18-20, 18-21, 40D, and 62, Florida Administrative Code (“F.A.C.”). 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 as Chapters 18-20, 18-21, 28, 40D, and 62, F.A.C.

2. By State of Florida Executive Order No. 24-208 and 24-209 (hereinafter referred to collectively as the “Executive Order”), the Governor declared that a state of emergency exists throughout the Emergency Area, based upon the serious threat to the public health, safety, and welfare posed by the Storm.

3. The Executive Order recognizes that special duties and responsibilities resting upon state, regional, and local agencies and other governmental bodies in responding to the emergency may require waiver or deviation from the statutes, rules, ordinances, and orders those agencies and bodies administer. Pursuant to the Executive Order, each state agency may suspend the provisions of any regulatory statute prescribing the procedures for the conduct of state business or the order or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the effects of the Storm.

4. Section 373.119(2), F.S., provides that whenever the District’s 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.

5. The District finds that effects of the Storm created 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 by Florida's citizens and government may be necessary to repair, replace, and restore structures, equipment, surface water management systems, works, and other systems damaged by the Storm.

6. The District finds that an emergency authorization is required to address the need for immediate action because the normal procedures for obtaining the necessary authorizations would not result in sufficiently timely action to address the emergency.

7. The District 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

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

9. Under the Executive Order, and Sections 120.569(2)(n) and 373.119(2), F.S., the District's Executive Director, or designee, is authorized to issue this Final Order.

10. 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.

THEREFORE, it is hereby ORDERED that within the Emergency Area, the following apply:

GENERAL PROVISIONS

11. Authorized Representatives

The Executive Director hereby appoints the following representatives and delegates to them the authority to issue authorizations, permits, and execute any emergency functions in accordance with this Order: The Assistant Executive Director, Director of Regulation, Director of Operations Lands & Resource Monitoring, Director of Resource Management, and the Regulation Bureau Chiefs.

12. Limitations

The District issues this Emergency Order solely to address the emergency created by the Storm within the Emergency Area, as described herein. This Emergency Order shall not be construed to authorize any activity within the jurisdiction of the District except in accordance with the express terms of this Emergency Order. Under no circumstances shall anything contained in this Order be construed to authorize the repair, replacement, or reconstruction of any type of unauthorized or illegal structure, habitable or otherwise. This Order does not convey any property rights or any rights or privileges other than those specified in this Order.

13. Expiration Date

This Emergency Order shall take effect retroactively to September 23, 2024 and shall remain in effect until the expiration of Executive Order No. 24-209, as modified or extended.

14. Other Authorizations Required

Nothing in this Emergency Order shall eliminate the necessity for obtaining any other federal, state, or local permits, or other authorizations that may be required.

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 thirty 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. 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; and

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.

f. The extension of time to comply with specified deadlines set forth in this Section does not apply to the following:

- i. The time deadlines for filing a petition for administrative hearing pursuant to Chapter 120, F.S.;
- ii. The time deadlines for providing notice of the intent to exercise the tolling and extension granted under Section 252.363(1)(a), F.S.; or
- iii. The time or expiration of any other deadline not specifically set forth in this Order.

16. **Deadlines for Agency Actions**

Any deadlines specified in statutes, rules, agreements, or District orders, under which the District is required by law to take action within a specified time period, and under which failure by the District to timely take such action could result in any type of default binding on the District (including the time to request additional information on permit applications), are hereby suspended and tolled for a period of 30 days, provided such deadline had not expired as of the effective date this Order

17. **Suspension of Fees**

a. All application fee requirements set forth in Chapter 373, F.S., and the rules adopted thereunder, shall be suspended for the duration of this Order, and shall recommence on the date immediately following the expiration of this Order set forth in Paragraph 13 herein, unless this Order is extended or terminated by further order.

b. All lease fee and easement fee requirements set forth in Chapter 373, F.S., and the rules adopted thereunder, shall be suspended for the duration of this Order, except that lease fee and easement fee requirements shall be suspended only in proportion to the percentage loss of functionality of the total are under lease or easement. All lease fee and easement fee requirements shall recommence on the date immediately following the

expiration of this Order set forth in Paragraph 13 herein, unless this Order is extended or terminated by further order. However, the duration of the suspension of lease and easement fees may be extended beyond the duration of this Order (including subsequent extensions thereof) or beyond the date specified in a field authorization issued pursuant to this Order, upon a written request by the lessee to extend the suspension of the lease or easement fees. Such request must be received by the District before the expiration of this Order (or extensions thereof) or before the date specified in the field authorization (whichever date it later).

18. **Procurement**

To ensure the District is able to meet emergency response functions and provide for continuity of operation, the Executive Director hereby suspends, to the extent necessary, the effect of any statute, rule, or order pertaining to: the performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community; following local procurement and contracting policies; entering into contracts; incurring obligations; employment of permanent and temporary workers; utilization of volunteer workers; rental of equipment; acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and appropriation and expenditure of public funds.

CONSUMPTIVE USES OF WATER

19. **General Conditions**

All activities authorized under this Section are subject to the following conditions:

- a. All activities shall be performed in a manner that minimizes adverse water quality and water quantity impacts. This includes properly installed and maintained erosion

and turbidity control devices to prevent erosions and shoaling and to control turbidity, nutrient loading, and sedimentation in off-site receiving waters.

b. Entities operating under this Order shall immediately correct any erosion, shoaling, or water quality problems that result from the activities authorized under this order.

c. This Order is temporary in nature and shall not relieve the any obligation to obtain necessary federal, state, local, or District permits or approvals.

d. This Order does not convey any property rights or any rights or privileges other than those specified in this Order.

e. This Order only serves as relief for the duration of the Order from the regulatory requirements of the District only and does not provide relief from the requirements of other federal, state, water management districts, and local agencies. This Order therefore does not negate the need to obtain any other required permits or authorizations, nor does it negate the need to comply with all the requirements of those agencies.

20. **Authorized Temporary Consumptive Uses**

a. The following temporary consumptive uses of water—including pumping or diverting water—are hereby authorized to address emergency conditions created by the Storm:

i. **On-Site Discharge – No Notice Required**

The internal movement of water from flooded areas within a project site to other areas within the same project site by the same owner. This authorization does not permit pumping or discharging water to off-site property, canals, or water bodies not completely on-site other than through permitted facilities.

ii. **Off-Site Discharge by Governmental Entity – No Notice Required**

The movement of water from a flooded area by a state, regional, or local government agency, regardless of whether water is discharged on or off-site, provided that the movement of water is limited to measures necessary to address the emergency. The Governmental Entity shall comply with any request for information pertaining to activities conducted under this Paragraph.

iii. **Off-Site Discharge by Private Landowner – Notice Required**

The movement of water from a flooded area by a private landowner to an off-site location, provided the following:

- A. The private landowner must provide notice of the activity to the District prior to the movement of water;
- B. An Authorized Representative, as set forth in paragraph 11 herein, authorizes the activity; and
- C. The activity is conducted in accordance with the conditions of the District's authorization.

21. **Permit Condition Deferral**

An Authorized Representative, as set forth in paragraph 11 herein, may authorize a permittee to defer compliance with any of the terms and conditions of a water use permit for such time as is necessary to address the emergency. The deferment may be conditioned as appropriate to protect public health, safety, and welfare, both during the emergency and for a period of time once normal operations under the permit resume.

22. **Permit Modifications**

An Authorized Representative, as set forth in paragraph 11 herein, may authorize a modification of any of the terms and conditions of a water use permit as necessary to address the emergency. The modification may be conditioned as appropriate to protect public health, safety, and welfare, both during the emergency and for a period of time once normal operations under the permit resume.

23. **Field Authorizations**

All District personnel are hereby authorized to issue temporary field authorizations for consumptive uses. A temporary field authorization may only be issued following a site inspection, and all District personnel are required to transmit the temporary field authorization to an Authorized Representative for final approval. An Authorized Representative may approve, modify, condition, or withdraw a temporary field authorization. District personnel must create and maintain all approvals, and provide copy to the permittee.

**ENVIRONMENTAL RESOURCE, DREDGE AND FILL, AND
SURFACE WATER MANAGEMENT ACTIVITIES**

24. **Terms and Conditions**

The terms and conditions of the Florida Department of Environmental Protection's Amended and Restated Emergency Final Order No. 24-2534 shall apply to any activity located in uplands and waters of the state, including wetlands, undertaken in response to the Emergency.

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 of it 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.

DONE AND ORDERED in Hernando County, Florida, on September 25, 2024.

Approved as to legal form and content:



Chris Tumminia, General Counsel

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By:



Brian J. Armstrong, Executive Director

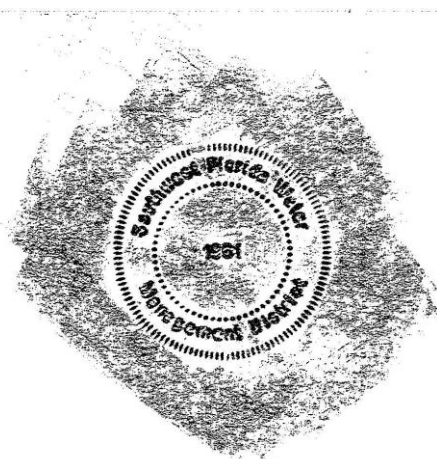
Filed this 25th day of

September 2024.



Deputy Agency Clerk

[SEAL]



CONSENT AGENDA

October 22, 2024

General Counsel's Report: Approval of Emergency Order No. SWF 24-029 – Emergency Measures for Tropical Storm Debby

Section 373.119, Florida Statutes (F.S.), authorizes the Executive Director to take actions necessary to address an emergency that poses a threat to the public health, safety, welfare, or environment. Such actions may include, among other things, issuing an emergency order to waive the procedures and formalities otherwise required to conduct public business. If the Executive Director issues an emergency order without prior notice, the Governing Board must approve the emergency order at the next regularly scheduled Governing Board meeting pursuant to state law.

On August 1, 2024, Governor Ron DeSantis issued Executive Orders 24-156 and 24-157 declaring a state of emergency in parts of Florida, including all 16 counties within the District's boundaries, based upon the serious threat to the public health, safety, and welfare posed by Hurricane Debby (formerly identified as Tropical Storm Debby). The Department of Environmental Protection issued Emergency Final Order No. 24-2222 on August 2, 2024, suspending certain permitting, procurement, and travel provisions contained in Chapters 373 and 403, F.S., and associated rules. The District's Executive Director issued Emergency Order No. SWF 24-022 on August 2, 2024, consistent with the Governor and DEP's orders.

On September 25, 2024, the Governor issued Executive Order No. 24-211, extending the emergency declaration for an additional 60 days. As a result, the Executive Director issued Emergency Order No. SWF 24-029, extending the District's emergency declaration consistent with the Governor's Executive Order. Emergency Order No. SWF 24-029 will remain in effect until the Governor's Executive Order expires. At that time, District staff will reassess the emergency measures provided for in the Emergency Order and determine whether an extension is warranted.

Staff Recommendation:

1. Approve Emergency Order No. SWF 24-029.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
IN RE:

EMERGENCY AUTHORIZATION FOR
REPAIRS, REPLACEMENT,
RESTORATION, AND CERTAIN
OTHER MEASURES MADE NECESSARY
BY TROPICAL STORM DEBBY

FIRST AMENDED AND RESTATED EMERGENCY ORDER NO. SWF 24-029

Under the authority of Sections 120.569(2)(n) and 373.119(2), Florida Statutes (“F.S.”), and upon consideration of State of Florida Executive Order No. 24-211, and the following findings of fact, the Southwest Florida Water Management District (“District”) enters this 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 Tropical Storm Debby (hereinafter, “the Storm”):

FINDINGS OF FACT

1. The District is an agency charged with the responsibility to conserve, protect, manage, and control the water resources within all or part of sixteen (16) counties designated in its geographic boundaries, including Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter counties (hereinafter referred to as the “Emergency Area”), and to administer and enforce Chapter 373, F.S., and the rules adopted thereunder as Chapters 18-20, 18-21, 40D, and 62, Florida Administrative Code (“F.A.C.”). 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 as Chapters 18-20, 18-21, 28, 40D, and 62, F.A.C.

2. By State of Florida Executive Order No. 24-156, 24-157, and 24-211 (hereinafter referred to collectively as the “Executive Order”), the Governor declared that a state of emergency exists throughout the Emergency Area, based upon the serious threat to the public health, safety, and welfare posed by the Storm.

3. The Executive Order recognizes that special duties and responsibilities resting upon state, regional, and local agencies and other governmental bodies in responding to the emergency may require waiver or deviation from the statutes, rules, ordinances, and orders those agencies and bodies administer. Pursuant to the Executive Order, each state agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the order or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the effects of the Storm.

4. Section 373.119(2), F.S., provides that whenever the District’s 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.

5. The District finds that effects of the Storm created 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 by Florida's citizens and government may be necessary to repair, replace, and restore structures, equipment, surface water management systems, works, and other systems damaged by the Storm.

6. The District finds that an emergency authorization is required to address the need for immediate action because the normal procedures for obtaining the necessary authorizations would not result in sufficiently timely action to address the emergency.

7. The District 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

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

9. Under the Executive Order, and Sections 120.569(2)(n) and 373.119(2), F.S., the District's Executive Director, or designee, is authorized to issue this Final Order.

10. 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.

THEREFORE, it is hereby ORDERED that within the Emergency Area, the following apply:

GENERAL PROVISIONS

11. **Authorized Representatives**

The Executive Director hereby appoints the following representatives and delegates to them the authority to issue authorizations, permits, and execute any emergency functions in accordance with this Order: The Assistant Executive Director, Director of Regulation, Director of Operations Lands & Resource Monitoring, Director of Resource Management, and the Regulation Bureau Chiefs.

12. **Limitations**

The District issues this Emergency Order solely to address the emergency created by the Storm within the Emergency Area, as described herein. This Emergency Order shall not be construed to authorize any activity within the jurisdiction of the District except in accordance with the express terms of this Emergency Order. Under no circumstances shall anything contained in this Order be construed to authorize the repair, replacement, or reconstruction of any type of unauthorized or illegal structure, habitable or otherwise. This Order does not convey any property rights or any rights or privileges other than those specified in this Order.

13. **Expiration Date**

This Emergency Order shall take effect retroactive to September 25, 2024 and expire upon the expiration or rescission of Executive Order No. 24-211, as modified or extended.

14. **Other Authorizations Required**

Nothing in this Emergency Order shall eliminate the necessity for obtaining any other federal, state, or local permits, or other authorizations that may be required.

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 thirty 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. 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; and

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.

f. The extension of time to comply with specified deadlines set forth in this Section does not apply to the following:

- i. The time deadlines for filing a petition for administrative hearing pursuant to Chapter 120, F.S.;
- ii. The time deadlines for providing notice of the intent to exercise the tolling and extension granted under Section 252.363(1)(a), F.S.; or
- iii. The time or expiration of any other deadline not specifically set forth in this Order.

16. **Deadlines for Agency Actions**

Any deadlines specified in statutes, rules, agreements, or District orders, under which the District is required by law to take action within a specified time period, and under which failure by the District to timely take such action could result in any type of default binding on the District (including the time to request additional information on permit applications), are hereby suspended and tolled for a period of 30 days, provided such deadline had not expired as of the effective date this Order

17. **Suspension of Fees**

a. All application fee requirements set forth in Chapter 373, F.S., and the rules adopted thereunder, shall be suspended for the duration of this Order, and shall recommence on the date immediately following the expiration of this Order set forth in Paragraph 13 herein, unless this Order is extended or terminated by further order.

b. All lease fee and easement fee requirements set forth in Chapter 373, F.S., and the rules adopted thereunder, shall be suspended for the duration of this Order, except that lease fee and easement fee requirements shall be suspended only in proportion to the percentage loss of functionality of the total are under lease or easement. All lease fee and easement fee requirements shall recommence on the date immediately following the

expiration of this Order set forth in Paragraph 13 herein, unless this Order is extended or terminated by further order. However, the duration of the suspension of lease and easement fees may be extended beyond the duration of this Order (including subsequent extensions thereof) or beyond the date specified in a field authorization issued pursuant to this Order, upon a written request by the lessee to extend the suspension of the lease or easement fees. Such request must be received by the District before the expiration of this Order (or extensions thereof) or before the date specified in the field authorization (whichever date it later).

18. **Procurement**

To ensure the District is able to meet emergency response functions and provide for continuity of operation, the Executive Director hereby suspends, to the extent necessary, the effect of any statute, rule, or order that provides for the District's ability to procure necessary supplies, commodities, services, temporary premises, and other resources, to include, without limiting the generality of the foregoing, any and all statutes, rules, and orders that affect budgeting, leasing, printing, purchasing, travel, the conditions of employment, and the compensation of employees.

CONSUMPTIVE USES OF WATER

19. **General Conditions**

All activities authorized under this Section are subject to the following conditions:

a. All activities shall be performed in a manner that minimizes adverse water quality and water quantity impacts. This includes properly installed and maintained erosion and turbidity control devices to prevent erosions and shoaling and to control turbidity, nutrient loading, and sedimentation in off-site receiving waters.

b. Entities operating under this Order shall immediately correct any erosion, shoaling, or water quality problems that result from the activities authorized under this order.

c. This Order is temporary in nature and shall not relieve the any obligation to obtain necessary federal, state, local, or District permits or approvals.

d. This Order does not convey any property rights or any rights or privileges other than those specified in this Order.

e. This Order only serves as relief for the duration of the Order from the regulatory requirements of the District only and does not provide relief from the requirements of other federal, state, water management districts, and local agencies. This Order therefore does not negate the need to obtain any other required permits or authorizations, nor does it negate the need to comply with all the requirements of those agencies.

20. **Authorized Temporary Consumptive Uses**

a. The following temporary consumptive uses of water—including pumping or diverting water—are hereby authorized to address emergency conditions created by the Storm:

i. **On-Site Discharge – No Notice Required**

The internal movement of water from flooded areas within a project site to other areas within the same project site by the same owner. This authorization does not permit pumping or discharging water to off-site property, canals, or water bodies not completely on-site other than through permitted facilities.

ii. **Off-Site Discharge by Governmental Entity – No Notice Required**

The movement of water from a flooded area by a state, regional, or local government agency, regardless of whether water is discharged on or off-site,

provided that the movement of water is limited to measures necessary to address the emergency.

iii. **Off-Site Discharge by Private Landowner – Notice Required**

The movement of water from a flooded area by a private landowner to an off-site location, provided the following:

- A. The private landowner must provide notice of the activity to the District prior to the movement of water;
- B. An Authorized Representative, as set forth in paragraph 11 herein, authorizes the activity; and
- C. The activity is conducted in accordance with the conditions of the District's authorization.

21. **Permit Condition Deferral**

An Authorized Representative, as set forth in paragraph 11 herein, may authorize a permittee to defer compliance with any of the terms and conditions of a water use permit for such time as is necessary to address the emergency. The deferment may be conditioned as appropriate to protect public health, safety, and welfare, both during the emergency and for a period of time once normal operations under the permit resume.

22. **Permit Modifications**

An Authorized Representative, as set forth in paragraph 11 herein, may authorize a modification of any of the terms and conditions of a water use permit as necessary to address the emergency. The modification may be conditioned as appropriate to protect public health, safety, and welfare, both during the emergency and for a period of time once normal operations under the permit resume.

23. **Field Authorizations**

All District personnel are hereby authorized to issue temporary field authorizations for consumptive uses. A temporary field authorization may only be issued following a site inspection, and all District personnel are required to transmit the temporary field authorization to an Authorized Representative for final approval. An Authorized Representative may approve, modify, condition, or withdraw a temporary field authorization. District personnel must create and maintain all approvals, and provide copy to the permittee.

**ENVIRONMENTAL RESOURCE, DREDGE AND FILL, AND
SURFACE WATER MANAGEMENT ACTIVITIES**

24. **Terms and Conditions**

The terms and conditions of the Florida Department of Environmental Protection's Amended and Restated Emergency Final Order No. 24-2222 shall apply to any activity located in uplands and waters of the state, including wetlands, undertaken in response to the Emergency.

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 of it 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.

DONE AND ORDERED in Hillsborough County, Florida, on October 2, 2024.

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

Approved as to legal form and content:



Chris Tumminia, General Counsel

By: 
Brian J. Armstrong, Executive Director

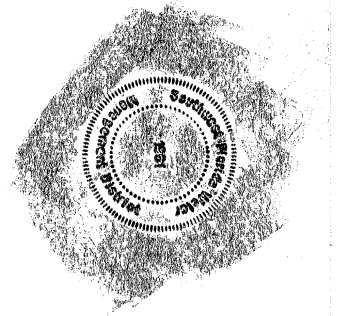
Filed this 3rd day of

October 2024.



Deputy Agency Clerk

[SEAL]



CONSENT AGENDA

October 22, 2024

General Counsel's Report: Relocation of Wells at Regional Observation and Monitor-well Program (ROMP) 43 Wellsite (Hardee County)

This matter involves the relocation of five wells associated with the District's Regional Observation and Monitor-well Program (ROMP). On April 2, 2001, V&W Farms, Inc., donated an easement to the District for the construction, operation, maintenance, repair, and replacement of five wells (the "ROMP 43 Wells") for performing hydrologic measurements and testing. The District installed and currently operates the ROMP 43 Wells within the existing easement area. On January 18, 2024, Mosaic Fertilizer, LLC, purchased the property where the easement and ROMP 43 Wells are located to conduct mining operations.

Mining operations at the existing ROMP 43 Well site present challenges for ensuring the continuity of the District's hydrologic monitoring efforts. As a result, Mosaic and the District negotiated an arrangement for relocating the existing ROMP 43 Wells to an alternative site less than .5 miles away. The alternative site is favorable for relocating the ROMP 43 Wells due to the proximity to the existing site. Pursuant to the proposed agreement, Mosaic will provide the District with a replacement easement for the new location and contract with a Florida-licensed well drilling company to install the replacement wells at no cost to the District. The District will have a one-year overlap period for data collection after the replacement wells are constructed to ensure uninterrupted hydrologic data monitoring. At the end of the overlap period, the existing easement will terminate, and the existing ROMP 43 Wells will be transferred to Mosaic.

Staff Recommendation:

1. Approve the Agreement Regarding the Relocation of ROMP 43 Wells and Easement.
2. Authorize the Chair to execute the Agreement, the Replacement Easement, the Existing Easement Termination Agreement, the Quit Claim Deed, and the Bill of Sale.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

AGREEMENT REGARDING RELOCATION OF ROMP 43 WELLS AND EASEMENT

THIS AGREEMENT REGARDING RELOCATION OF ROMP 43 WELLS AND EASEMENT (this “Agreement”) is made and entered into effective as of _____, 2024 (the “Effective Date”), by and among the **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida (“SWFWMD”), **MOSAIC FERTILIZER, LLC**, a Delaware limited liability company (“Mosaic”), **TAMIAMI CITRUS, LLC**, a Delaware limited liability company (“Tamiami Citrus”), and **USEPPA CITRUS, LLC**, a Florida limited liability company (“Useppa Citrus”). SWFWMD, Mosaic, Tamiami Citrus and Useppa Citrus are each a “Party” and collectively, the “Parties” to this Agreement.

RECITALS:

A. SWFWMD and V. & W. Farms, Inc. of Delray Beach, a Florida corporation (“V. & W. Farms”) are parties to that certain Easement dated April 2, 2001, recorded on August 24, 2001 in O.R. Book 615, Page 1210 of the Public Records, Hardee County, Florida (the “Existing Easement”).

B. Under the terms of the Existing Easement, V. & W. Farms granted SWFWMD a perpetual easement and right to drill, maintain, repair and replace wells (the “ROMP 43 Wells”) for performing hydrologic measurements, ground-water pumping tests and observation of the fresh/salt water interface levels on the land described in Exhibit A to the Existing Easement (the “Existing Easement Area”). SWFWMD installed and currently operates the ROMP 43 Wells within the Existing Easement Area (the “Existing ROMP 43 Wells”). A depiction of the Existing ROMP 43 Wells is attached as Exhibit A.

C. Mosaic purchased certain real property (the “Mosaic Property”) from V. & W. Farms pursuant to that certain Special Warranty Deed dated January 18, 2024, recorded on January 18, 2024 as Inst. Number: 202425000310 (the “Deed”), as more particularly described in the Deed.

D. The Existing Easement encumbers a portion of the Mosaic Property and the Existing ROMP 43 Wells are located on a portion of the Mosaic Property.

E. Mosaic anticipates conducting mining operations in and around the Mosaic Property, including without limitation the Existing Easement Area where the Existing ROMP 43 Wells are currently located.

F. Tamiami Citrus, Useppa Citrus and Mosaic entered into an Option Agreement dated February 7, 2022 (the “Original Tamiami/Useppa Option Agreement”), as amended by that First Amendment to Option Agreement dated June 1, 2022 (the “First Amendment to Tamiami/Useppa Option Agreement”), as further amended by the Second Amendment to Option Agreement dated September 22, 2023 (the “Second Amendment to Tamiami/Useppa Option Agreement”), and as further amended by the Third Amendment to Option Agreement dated March 22, 2024 (the “Third Amendment to Tamiami/Useppa Option Agreement”) (collectively, the “Tamiami/Useppa Option Agreement”), for certain “Property” as defined in the Tamiami/Useppa Option Agreement (the “Tamiami/Useppa Property”).

G. In a letter dated August 31, 2022, from Mosaic to SWFWMD, Mosaic identified two (2) potential alternate sites for the ROMP 43 Wells – each on a portion of the Tamiami/Useppa Property owned by Tamiami Citrus: (1) the first alternate site is in the southeast corner of PID No. 26-33-27-0000-08750-0000; and (2) the second alternate site is in the southeast corner of PID No. 25-33-27-0000-04020-0000, as depicted on the aerial map attached as Exhibit B-1 (each an “Alternate Site” and collectively, the “Alternate Sites”).

H. In a letter dated November 18, 2022, from SWFWMD to Mosaic, SWFWMD indicated that the Alternate Sites were acceptable to SWFWMD, subject to certain terms and conditions.

I. Under the terms of the Second Amendment to Tamiami/Useppa Option Agreement, Tamiami Citrus and Useppa Citrus agreed to cooperate with Mosaic and SWFWMD to relocate the ROMP 43 Wells, including, but not limited to, entering into an agreement among Tamiami Citrus, Useppa Citrus, Mosaic and SWFWMD, to relocate the ROMP 43 Wells to the Tamiami/Useppa Property.

J. Mosaic has selected the second Alternate Site in the southeast corner of PID No. 25-33-27-0000-04020-0000, as legally described and depicted on Exhibit B-2 attached hereto for the relocation of the for the ROMP 43 Wells and the Replacement Easement.

K. Tamiami Citrus is willing to grant SWFWMD a perpetual easement and right to drill, maintain, repair and replace ROMP 43 Wells (the “Replacement ROMP 43 Wells”) within the Alternate Site selected by Mosaic, in the form attached as Exhibit C (the “Replacement Easement”), for performing hydrologic measurements, ground-water pumping tests and observation of the fresh/salt water interface levels on the land described in Exhibit A to the Replacement Easement (the “Replacement Easement Area”).

L. Upon Tamiami Citrus’s grant of the Replacement Easement, Mosaic is willing to contract with a Florida-licensed well drilling company to install the Replacement ROMP 43 Wells within the Replacement Easement Area, subject to the design specifications attached as Exhibit D (the “Replacement ROMP 43 Well Design Specifications”).

M. Upon Tamiami Citrus’s grant of the Replacement Easement, and the installation of the Replacement ROMP 43 Wells within the Replacement Easement Area, SWFWMD is willing to terminate the Existing Easement, in the form attached as Exhibit E-1 (the “Easement Termination Agreement”), and quitclaim all right, title and interest in and to the Existing Easement Area and the Existing ROMP 43 Wells to Mosaic in the forms attached as Exhibits E-2 and E-3 (the “Quit Claim Deed and Bill of Sale”), upon the expiration of the “Overlap Period” (defined below).

N. Subject to terms and conditions of this Agreement, the Parties desire to enter into this Agreement to:

(1) grant SWFWMD the Replacement Easement;

(3) upon the grant of the Replacement Easement, permit Mosaic to contract with a Florida-licensed well drilling company to install the Replacement ROMP 43 Wells within the Replacement Easement Area; and

(4) one (1) year after the Replacement ROMP 43 Wells are installed within the Replacement Easement Area, obligate SWFWMD to terminate the Existing Easement and quitclaim all right, title and interest in and to the Existing Easement Area and the Existing ROMP 43 Wells to Mosaic.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties covenant and agree as follows:

1. **Recitals.** The Parties acknowledge and agree that the above Recitals are true and correct and are incorporated in this Agreement by reference.

2. **Grant of Replacement Easement.** Within thirty (30) days following Effective Date, Tamiami Citrus and SWFWMD agree to execute and deliver to one another (with a duplicate original to Mosaic) the Replacement Easement. Upon Mosaic's receipt of a fully executed, witnessed and notarized original copy of the Replacement Easement, Mosaic shall record such original Replacement Easement in the land records of Hardee County, Florida.

3. **Relocation of ROMP 43 Wells.** Upon recordation of the Replacement Easement, Mosaic agrees to: (1) enter into a contract with a Florida-licensed well drilling company to install five (5) monitoring wells within the Replacement Easement Area in accordance with the Replacement ROMP 43 Well Design Specifications, (2) notify SWDWMD at least 36 hours in advance of well construction activities, and (3) provide SWFWMD staff the opportunity to be present to observe well construction activities. Following completion of construction, Mosaic, at its expense, agrees to grade the area surrounding the Replacement Easement.

4. **Data Collection Overlap Period.** SWFWMD shall have a period of one (1) year from the date that the Replacement ROMP 43 Wells are installed (the "Overlap Period") to collect data from both the Existing ROMP 43 Wells located within the Existing Easement Area and the Replacement ROMP 43 Wells within the Replacement Easement Area for water level correlation. Water level correlation involves monitoring and comparing data from the existing and replacement wells. SWFWMD acknowledges that the Existing Easement will be terminated at the end of the Overlap Period.

5. **Termination of Existing Easement; Quitclaim of Right, Title and Interest to the Existing ROMP 43 Wells and Equipment.** Within thirty (30) days following the expiration of the Overlap Period, SWFWMD, for itself and its successors and assigns, shall (a) terminate the Existing Easement, (b) declare that the Existing Easement is and shall remain null, void and of no further force or effect, (c) release, exonerate and discharges the Existing Easement Area from the encumbrance, scope, operation and effect of the Existing Easement, and (d) quit-claim unto Mosaic all right, title, interest and claim that SWFWMD may have or claim in or to the Existing Easement Area to the extent that any such right, title, interest or claim arises under or by virtue of the Existing Easement or SWFWMD's use and occupancy of the Existing Easement Area. Although the provisions of this Section are self-operative and no further action or shall be necessary in order for this Section to take effect, SWFWMD agrees that, within thirty (30) days after the Overlap Period expires, SWFWMD and Mosaic agree to execute and deliver to one another (with a duplicate original to Mosaic) the original Easement Termination Agreement attached as Exhibit E-1 and the Quit Claim Deed and Bill of Sale attached as Exhibit E-2. Upon receipt of a fully executed, witnessed and notarized original copy of the Easement Termination Agreement, Mosaic shall record the fully executed and notarized original Easement Termination Agreement in the land records of Hardee County, Florida.

6. **Notices.** Any notice or other communication from any Party to another Party in connection with this Agreement shall be in writing and shall be sent or delivered by personal delivery, nationally-recognized commercial courier such as FedEx or UPS, by email (with confirmation of transmission), or certified United States Mail, return receipt requested, to the following addresses:

SWFWMD: Southwest Florida Water Management District
 2379 Broad Street
 Brooksville, Florida 34604-6899
 Attention: Brian S. Starford, P.G.
 Division Director
 Email: Brian.Starford@watermatters.org

With a copy to: Southwest Florida Water Management District
 2379 Broad Street
 Brooksville, Florida 34604-6899
 Attention: Chris Tumminia, Esq.
 General Counsel
 Email: Chris.Tumminia@watermatters.org

Mosaic: Mosaic Fertilizer, LLC
 414 West Main Street
 Wauchula, Florida 33873
 Attention: Manager, Land Management

With a copy to: The Mosaic Company
 3033 Campus Drive, Suite E490
 Plymouth, Minnesota 55441
 Attention: Phosphates Attorney
 Email: generalcounsel@mosaicco.com

With a copy to: Stinson LLP
 100 South Ashley Drive, Suite 500
 Tampa, Florida 33602
 Attention: Todd M. Phelps, Esq.
 Email: todd.phelps@stinson.com

Tamiami Citrus/
 Useppa Citrus: Tamiami Citrus, LLC
 Useppa Citrus, LLC
 999 Vanderbilt Beach Rd.
 Suite 507
 Naples, FL 34108
 Attention: Ronald M, Mahan Jr.
 Email: RMahan@TamiamiCitrus.com

Notices shall be effective upon actual receipt or upon refusal of delivery by the addressee, whichever first occurs. Any Party may change its address for notices by giving notice of such change in accordance with this Section.

7. **Assignment; Successors and Assigns.** No Party shall assign, delegate, license or in any other manner share its rights or obligations under this Agreement without the prior written consent of the other Parties, which consent may be granted, withheld or conditioned in each other Party's sole and absolute discretion. Except as limited by the preceding sentence, this Agreement shall inure to the benefit of, and be an obligation of, each Party and such Party's successors and assigns.

8. **Authority.** Each Party hereby represents and warrants to the other Parties that the person executing this Agreement on its behalf is duly and fully authorized to execute this Agreement on behalf of, and to bind, such Party to this Agreement.

9. **Exhibits.** All Exhibits attached to this Agreement or referenced herein are hereby incorporated herein by reference.

10. **Modification.** This Agreement may be amended or modified at any time only by an agreement in writing mutually agreed to, executed by all Parties.

11. **Further Assurances.** Each Party covenants and agrees that it will at any time and from time-to-time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents as may be reasonably requested by another Party and which are necessary to carry out fully and to effectuate the terms of this Agreement.

12. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any terms, covenants, conditions or agreements contained herein.

13. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Replacement Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the Parties that this Agreement is for the exclusive benefit of the Parties and their respective successors and assigns, and that nothing in this Agreement, express or implied, shall confer upon any person, other than the Parties, any rights or remedies under or by reason of this Agreement.

14. **Entire Agreement; Amendment; Waiver.** This Agreement sets forth the entire agreement of the Parties with regard to the subject matter hereof. This Agreement may be amended, superseded, released or revoked, and its terms or covenants may be waived, only by a written instrument executed by the Parties, or their respective permitted successors and assigns. The failure of any Party at any time or times to require strict performance of any provision hereof shall in no manner affect its right at a later time to enforce the same provision or any other provision of this Agreement. No waiver by any Party of the breach of any term or covenant contained in this Agreement in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant contained herein.

15. **No Strict Construction; Severability.** If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted by all Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. If any provision of this Agreement is adjudged to be illegal or invalid for any reason by any court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Agreement.

16. **Governing Law; Venue.** This Agreement will be governed, construed, interpreted and enforced in accordance with the laws of the State of Florida, notwithstanding its conflict of laws' provisions. The Parties agree that personal jurisdiction over them in Florida shall be proper for purposes of enforcing any provisions of this Agreement and that the State Court in and for Hillsborough County or the U.S. District Court, Middle District of Florida, Tampa Division shall be the appropriate venue for any action arising out of or related to this Agreement. The Parties also agree that they shall not assert any defense based on personal jurisdiction or improper venue in such an action.

17. **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY

WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17.

18. **Expenses.** All costs and expenses incurred in connection with this Agreement and each other agreement, document, and instrument contemplated by this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

19. **Attorneys' Fees.** In the event that any Party institutes any legal suit, action, or proceeding against another Party arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

20. **Time of the Essence.** Time shall be of the essence in this Agreement.

21. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the Parties may execute, and exchange executed counterparts electronically in a PDF file to the other Parties. Signatures on this Agreement transmitted by DocuSign or any other electronic format shall have the same legal effect as original signatures.

[The remainder of this page is intentionally blank.
This Agreement continues on the following pages.]

IN WITNESS WHEREOF, each Party has executed this Agreement or caused the same to be executed by its lawful representative, hereunto duly authorized, on the date or dates set forth below, with the intention that this Agreement shall be effective as of the Effective Date.

Signed, sealed and delivered in our presence:

Witness No. 1:

Printed Name: _____

Address: _____

Witness No. 2:

Printed Name: _____

Address: _____

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

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day, of _____, 202____ by _____, the _____ of the Southwest Florida Water Management District, a public corporation of the State of Florida, on behalf of the Southwest Florida Water Management District, who is ☐ personally known to me or ☐ who has produced _____ as identification.

(seal)

By: _____

Notary Public

Print Name: _____

My Commission Expires: _____

Signed, sealed and delivered in our presence:

Witness No. 1:

Printed Name: _____

Address: _____

MOSAIC FERTILIZER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Witness No. 2:

Printed Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day, of _____, 202____ by _____, the _____ of Mosaic Fertilizer, LLC, a Delaware limited liability company, on behalf of the company, who is ☐ personally known to me or ☐ who has produced _____ as identification.

(seal)

By: _____

Notary Public

Print Name: _____

My Commission Expires: _____

Signed, sealed and delivered in our presence:

Witness No. 1:

[Signature]

Printed Name: Steven Sizemore

Address: 13250 University Center Blvd.
Fort Myers, FL 33907

Witness No. 2:

[Signature]

Printed Name: Jeri Luwel

Address: 13250 University Ctr Blvd.
Ft. Myers FL 33907

TAMIAMI CITRUS, LLC,
a Delaware limited liability company

By: [Signature]

Name: Ronald M. Mahan
Title: Vice President

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day, of July, 2024 by Ronald M Mahan, the Vice President of Tamiami Citrus LLC, a Delaware limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ who has produced _____ as identification.

(seal)



By: [Signature]

Notary Public

Print Name: Christine L Haut

My Commission Expires: 3/17/2025

Signed, sealed and delivered in our presence:

Witness No. 1:

[Signature]

Printed Name: Steve Sizemore

Address: 13250 University Center Blvd.
Fort Myers, FL 33907

Witness No. 2:

[Signature]

Printed Name: Shari Wagner

Address: 13250 University Center Blvd
Ft. Myers FL 33907

USEPPA CITRUS, LLC,
a Florida limited liability company

By: [Signature]
Name: Ronald M. Mahan Jr.
Title: Manager

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day, of July, 2024 by Ronald M Mahan, the Manager of Useppa Citrus, LLC, a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ who has produced _____ as identification.

(seal)



By: [Signature]
Notary Public

Print Name: Christine L Haut

My Commission Expires: 3/17/2025

EXHIBIT A

EXISTING ROMP 43 WELLS

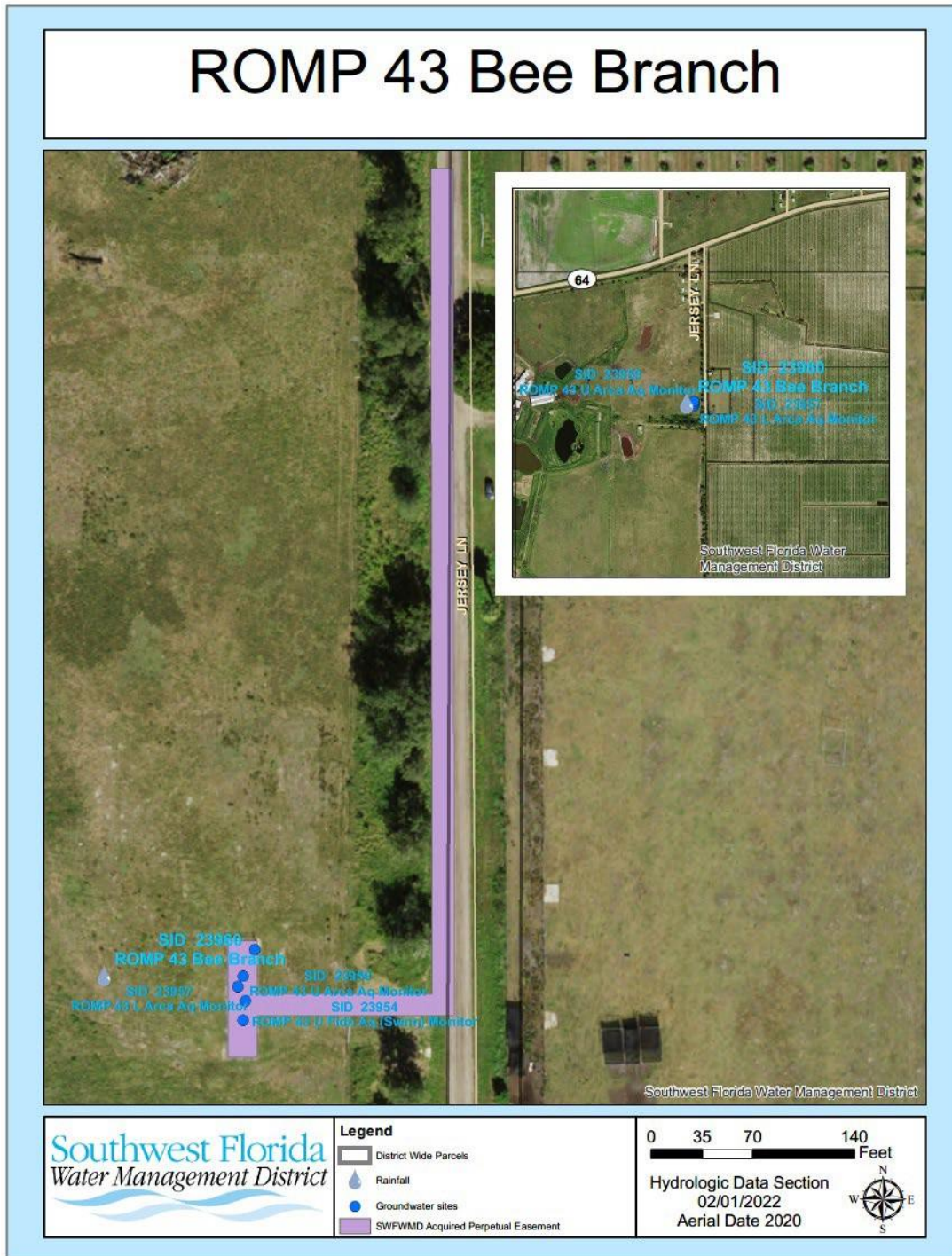
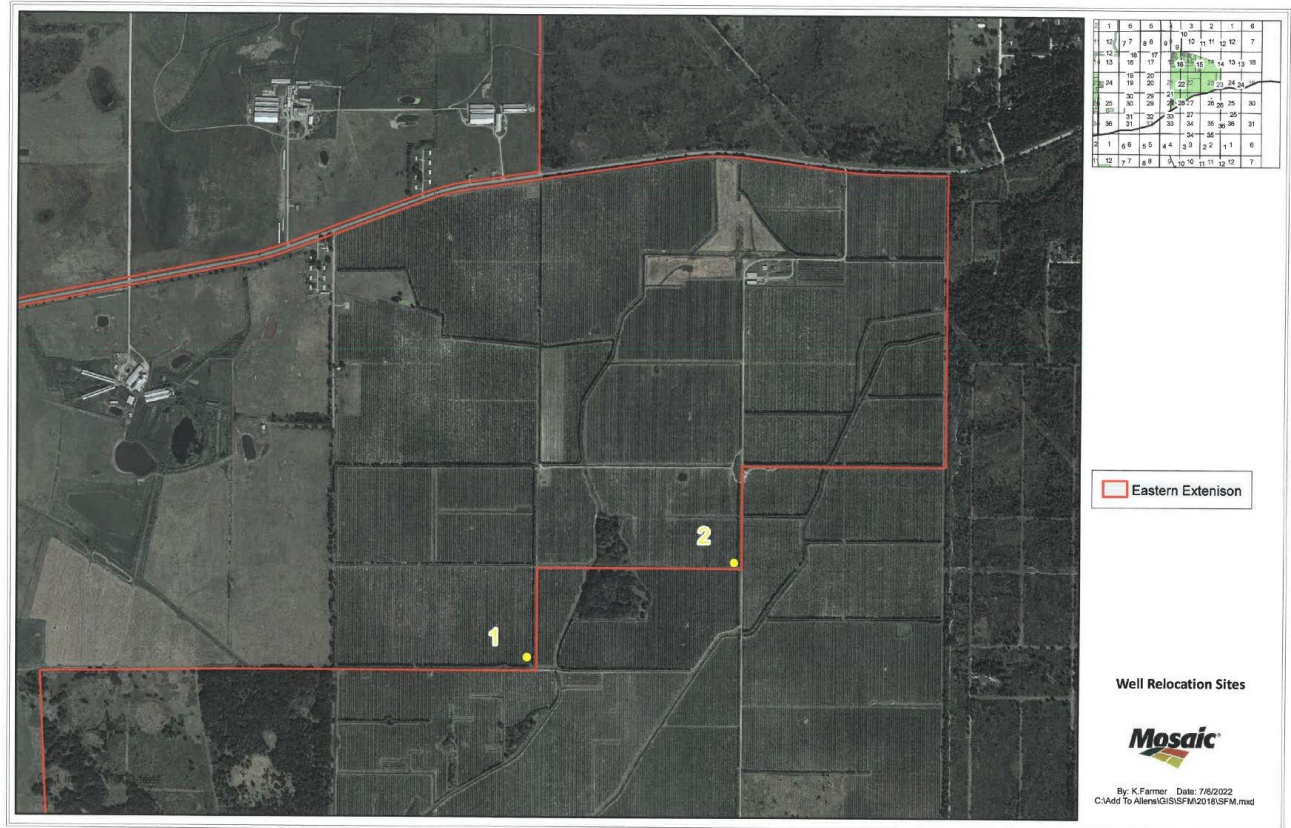


EXHIBIT B-1
ALTERNATE SITES



As of the Effective Date, Mosaic has selected Alternate Site “2” above.

EXHIBIT B-2

SELECTED ALTERNATE SITE

DESCRIPTION
Southwest Florida Water Management District

DESCRIPTION: Parcel "A"

That Part of Sections 24, and 25, Township 33 South, Range 27 East, Hardee County, Florida, being more particularly described as follows

Commence at the NE comer of the SE 1/4 of said Section 24; thence S 00°12'08" E along the East boundary of the SE 1/4 of Section 24, a distance of 1,557.47 feet to the South boundary of State Road 64 according to Florida Department of Transportation Project No. 0603-201; thence continue S 00°12'08" E, along said East boundary of the SE 1/4 of Section 24 a distance of 1,098.12 feet to the NE comer of said Section 25; thence S 00°03'27" W, along the East boundary of the NE 1/4 of Section 25 a distance of 2,651.02 feet to the SE comer of the NE 1/4 of Section 25; thence S 89°49'27" W, along the South boundary of said NE 1/4 a distance of 2,646.31 feet to the NE comer of the N 1/2 of the SW 1/4 of Section 25; thence S 00°00'45" E, along the East boundary of said N 1/2 of the SW 1/4 a distance of 1,326.48 feet to the SE comer of said N 1/2 of the SW 1/4; thence S 89°48'12" W, along the South boundary of said N 1/2 of the SW 1/4 a distance of 306.80 feet; thence N 00°00'45" W, 25.00 feet to a point lying 25.00 feet North of and perpendicular to the South boundary of said N 1/2 of the SW 1/4 and to the POINT OF BEGINNING for Parcel "A"; thence continue N 00°00'45" W, 209.01 feet; thence N 89°48'12" E, 209.01 feet; thence S 00°00'45" E, 209.01 feet to a point lying 25.00 feet North of and perpendicular to the South boundary of said N 1/2 of the SW 1/4; thence S 89°48'12" W, parallel with said South boundary 209.01 feet to the POINT OF BEGINNING for Parcel "A".

Parcel contains 1.003 acres more or less.

AND

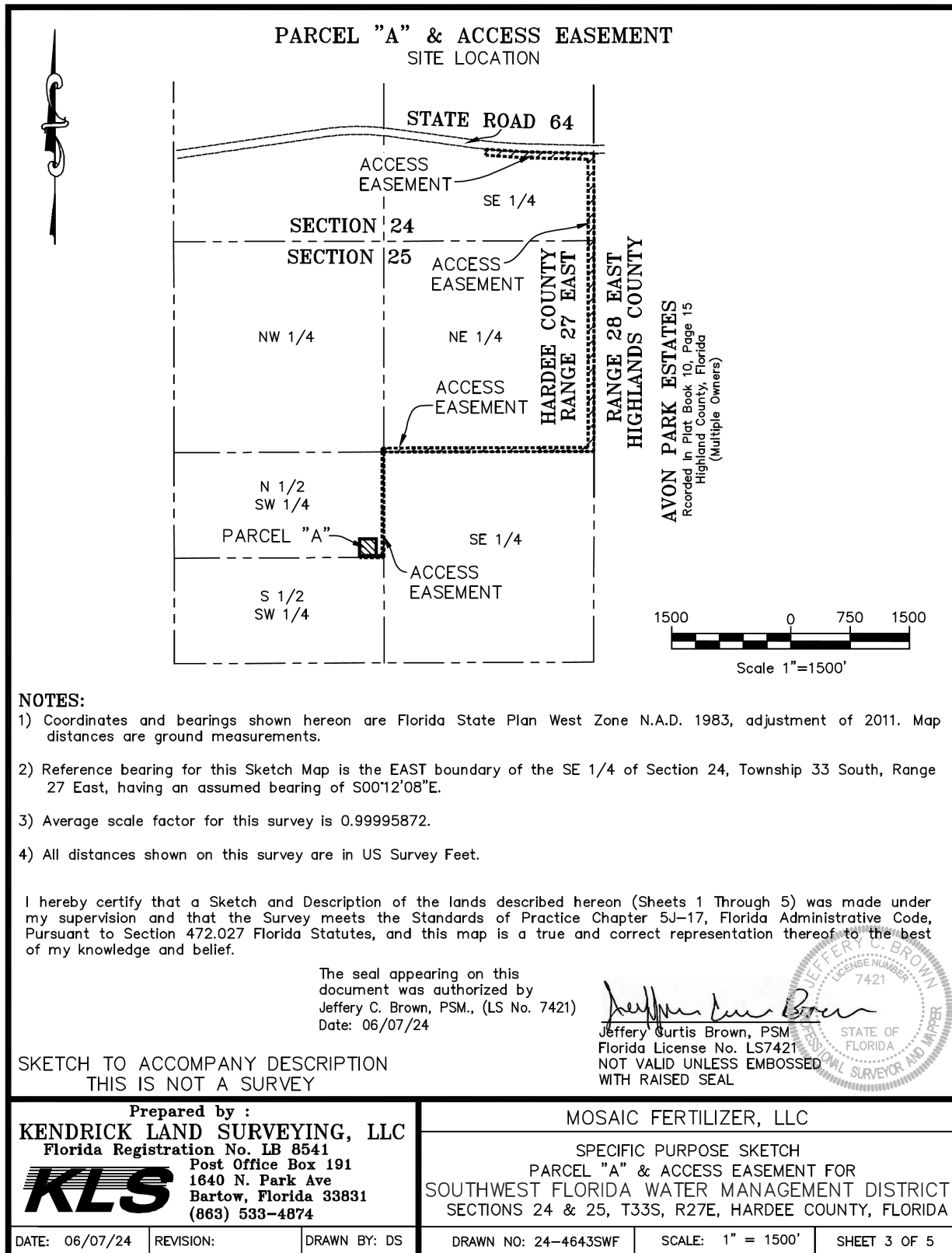
DESCRIPTION: ACCESS EASEMENT (Width Varies)

That Part of Sections 24, and 25, Township 33 South, Range 27 East, Hardee County, Florida, being more particularly described as follows

Commence at the NE comer of the SE 1/4 of said Section 24; thence S 00°12'08" E along the East boundary of the SE 1/4 of Section 24, a distance of 1,557.47 feet to the South boundary of State Road 64 according to Florida Department of Transportation Project No. 0603-201 and to the POINT OF BEGINNING for an Access Easement; thence continue S 00°12'08" E, along said East boundary of the SE 1/4 of Section 24 a distance of 1,098.12 feet to the NE comer of said Section 25; thence S 00°03'27" W, along the

East boundary of the NE 1/4 of Section 25 a distance of 2,651.02 feet to the SE corner of the NE 1/4 of Section 25; thence S 89°49'27" W, along the South boundary of said NE 1/4 a distance of 2,646.31 feet to the NE corner of the N 1/2 of the SW 1/4 of Section 25; thence S 00°00'45" E, along the East boundary of said N 1/2 of the SW 1/4 a distance of 1,326.48 feet to the SE corner of said N 1/2 of the SW 1/4; thence S 89°48'12" W, along the South boundary of said N 1/2 of the SW 1/4 a distance of 306.80 feet; thence N 00°00'45" W, 25.00 feet to a point lying 25.00 feet North of and perpendicular to the South boundary of said N 1/2 of the SW 1/4; thence N 89°48'12" E, and parallel with said South boundary 281.80 feet to a point lying 25.00 feet West of and perpendicular to the East boundary of said N 1/2 of the SW 1/4; thence N 00°00'45" W, and parallel with said East boundary 1,351.48 feet to a point lying 50.00 feet North of and perpendicular to the Westerly extension of the South boundary of the NE 1/4 of Section 25; thence N 89°49'27" E, and parallel with said South boundary 2,596.37 feet to a point lying 75.00 feet West of and perpendicular to the East boundary of the NE 1/4 of Section 25; thence N 00°03'27" E, and parallel with said East boundary 2,601.08 feet to the North boundary of Section 25 also being the South boundary of Section 24; thence continue N 00°12'08" W, into Section 24 and parallel with the East boundary of the SE 1/4 of Section 24 a distance of 1,025.07 feet to a point lying 75.00 feet South of and perpendicular to the South boundary of said State Road 64; thence run parallel with said South boundary the following two courses and distances; (1) thence N 88°37'22" W, 810.29 feet to a point of curve; (2) thence Westerly along the arc of a curve to the right having a radius of 5,854.61 feet, a central angle of 04°41'06", a chord distance of 478.60 feet, a chord bearing of N 86°16'49" W and an arc distance of 478.74 feet, to a point of tangent; thence N 00°12'45" W, 75.46 feet to a point on the South boundary of said State Road 64; thence along said South boundary the following two courses and distances; (1) thence along a non-tangent curve having a radius of 5,779.61 feet, thence Easterly along the arc of a curve to the left having, a central angle of 04°46'01", a chord distance of 480.71 feet, a chord bearing of S 86°14'22" E and an arc distance of 480.85 feet; (2) thence S 88°37'22" E, 883.25 feet to the POINT OF BEGINNING for an Access Easement.

Parcel contains 12.580 acres more or less.



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	478.74	5854.61	04°41'06"	478.60	N86°16'49"W
C2	480.85	5779.61	04°46'01"	480.71	S86°14'22"E

LEGEND	
•	= CALCULATED CORNER
CM	= CONCRETE MONUMENT
—	= BOUNDARY LINE
- - -	= EASEMENT LINE
- - -	= SECTION LINE
- - -	= RIGHT OF WAY
POC	= POINT OF COMMENCEMENT
POB	= POINT OF BEGINNING

Line Table		
Line #	Length	Direction
L1	1557.47	S00°12'08"E
L2	1098.12	S00°12'08"E
L3	2651.02	S00°03'27"W
L11	2601.08	N00°03'27"E
L12	1025.07	N00°12'08"W
L13	810.29	N88°37'22"W
L14	75.46	N00°12'45"W
L15	883.25	S88°37'22"E

SKETCH TO ACCOMPANY DESCRIPTION
THIS IS NOT A SURVEY

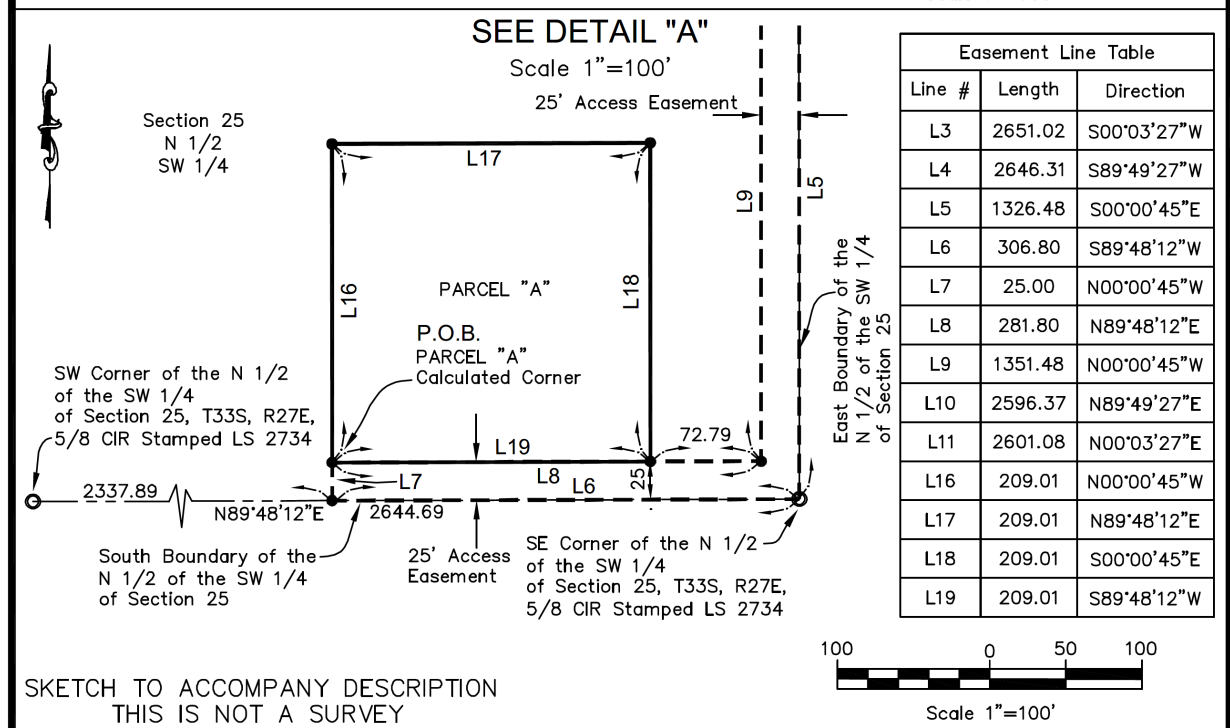
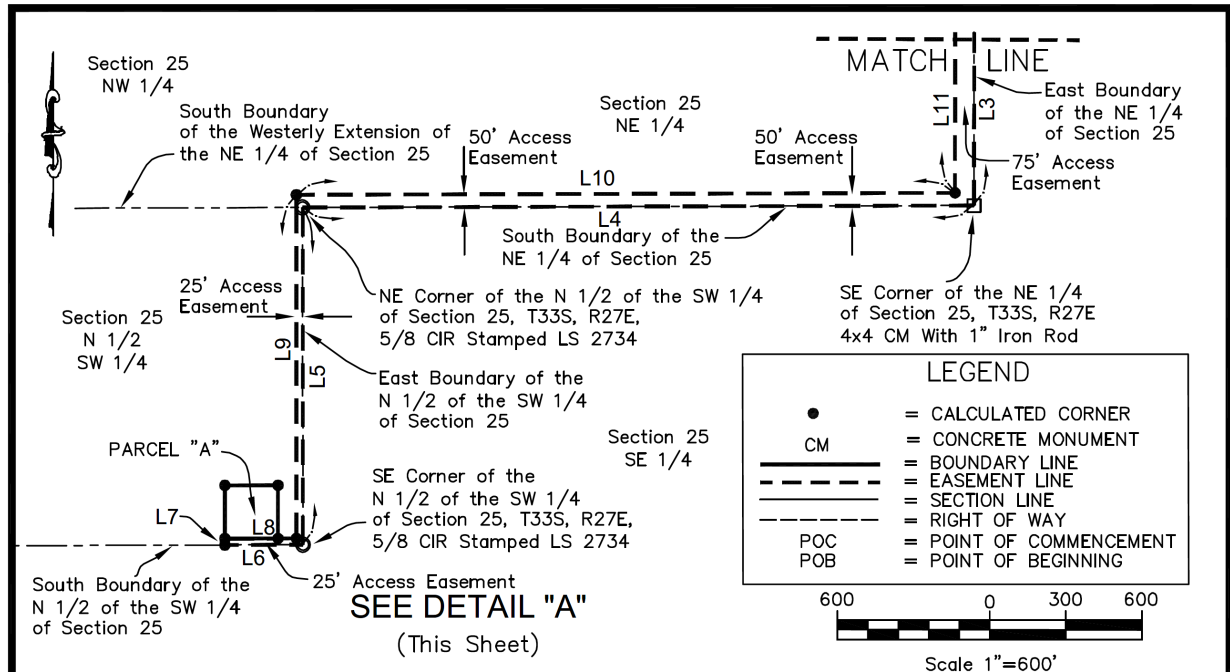
Prepared by :
KENDRICK LAND SURVEYING, LLC
Florida Registration No. LB 8541
Post Office Box 191
KLS 1640 N. Park Ave
Bartow, Florida 33831
(863) 533-4874

DATE: 06/07/24 REVISION: DRAWN BY: DS

MOSAIC FERTILIZER, LLC

SPECIFIC PURPOSE SKETCH
PARCEL "A" & ACCESS EASEMENT FOR
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SECTIONS 24 & 25, T33S, R27E, HARDEE COUNTY, FLORIDA

DRAWN NO: 24-4643SWF SCALE: 1" = 600' SHEET 4 OF 5



Prepared by :		MOSAIC FERTILIZER, LLC			
KENDRICK LAND SURVEYING, LLC		SPECIFIC PURPOSE SKETCH			
Florida Registration No. LB 8541		PARCEL "A" & ACCESS EASEMENT FOR			
Post Office Box 191		SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT			
1640 N. Park Ave		SECTIONS 24 & 25, T33S, R27E, HARDEE COUNTY, FLORIDA			
Bartow, Florida 33831					
(863) 533-4874					
DATE: 06/07/24	REVISION:	DRAWN BY: DS	DRAWN NO: 24-4643SWF	SCALE: VARIES	SHEET 5 OF 5

EXHIBIT C
REPLACEMENT EASEMENT AGREEMENT
[Attached]

This instrument prepared by:
Todd M. Phelps
Stinson LLP
100 South Ashley Drive, Suite 500
Tampa, FL 33602

After recording return to:
Mosaic Fertilizer, LLC
Attention: Land Management
414 West Main Street
Wauchula, FL 33873

Tax Parcel Identification Number:

25-33-27-0000-04020-0000

(Space reserved for Clerk of Court)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made this _____ day of _____, 202____ ("Effective Date"), by and between **TAMIAMI CITRUS, LLC**, a Delaware limited liability company, whose address is: 999 Vanderbilt Beach Rd., Suite 507, Naples, Florida 34108 ("Grantor") and **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brookville, Florida 34604 ("Grantee").

The Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, hereby grants, bargains, sells and conveys to the Grantee a Perpetual Easement and Right of Ingress and Egress Easement, as defined below and rights intermittently or continuously to enter upon, over and across and to use any and all of that certain land situate in **Hardee County**, Florida as more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by reference for the following purposes:

- A. A perpetual easement and right to drill, maintain, repair and replace a well or wells for test purposes, including the right of access by the Grantee, or its designated agents, to the well or wells, for the purposes of maintenance, performing hydrologic measurements, ground-water pumping tests and observation of the fresh/salt water interface levels on the lands described as "Parcel 'A'" in Exhibit A (the "Perpetual Easement"); provided, however, that no more than five (5) permanent wells will be installed on Parcel "A";
- B. A non-exclusive right of ingress and egress from State Road 64 to Parcel "A" for the purpose of entering continuously upon, over, and across the lands described as "Access Easement" in Exhibit A (the "Right of Ingress and Egress Easement").

The Perpetual Easement and Right of Ingress and Egress Easement are each an ("Easement") and collectively the ("Easements").

To have and to hold unto Grantee and its successors and assigns for the periods described herein, reserving unto the Grantor the right to use said lands in any manner consistent with the rights herein above granted; provided, however, that the Grantor shall avoid physically disturbing the well casing or cover (water meter box) of the well or wells located thereon in any way without prior written approval of the Grantee.

The Easements are granted by Grantor and accepted by Grantee subject to the following conditions which Grantee covenants and agrees to perform:

1. To exercise due care in the use of said Easements.
2. To cause no unnecessary or unreasonable obstruction or interruption of travel over or upon said Easements.
3. To limit the use of said Easements for a monitoring well site and the maintenance thereof, if being specially understood and agree that in no event shall the Easements be constructed to permit ingress and egress by the general public.
4. Grantee agrees to use diligence in the maintenance of its monitoring well site within the Perpetual Easement area so as to cause the least amount of inconvenience. Upon the construction of the well site and any subsequent repair of such well site, Grantee, at its expense, agrees to restore the Easements to their former condition, including, but not limited to, returning the ground to its original grade, restoring any pavement removed or damaged to its original composition and condition, and replacing any grass, shrubbery, trees or other landscaping disturbed by such work. Upon Grantee's failure to do so within a reasonable period of time, Grantor or Grantor's contractor or agent may perform such work and charge the same to Grantee.
5. Grantee agrees that Grantee, or its designated agents, will limit its activities to the Easements only and will not encroach on the Grantor's adjacent property.
6. To the extent permitted by law, Grantee agrees to indemnify and hold harmless the Grantor, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney's fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by Grantee, or anyone for whose acts or omissions Grantee may be liable as a result of Grantee's use of the Easement Area. Grantee hereby provides a limited waiver of sovereign immunity in tort for any and all liabilities, claims, damages, expenses or actions, either at law or in equity, arising out of or related to the indemnification and hold harmless provisions of this Section 6.
7. This Easement Agreement will be governed, construed, interpreted and enforced in accordance with the laws of the State of Florida, without resort to its conflicts of laws' provisions.
8. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT WHICH SUCH PARTY HAS OR MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, LITIGATION, OR PROCEEDING BASED ON OR ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS EASEMENT AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH THIS EASEMENT AGREEMENT, INCLUDING, BY WAY OF EXAMPLE BUT NOT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENTS, OR ACTS OR OMISSIONS OF ANY PARTY THAT IN ANY WAY RELATE TO THIS EASEMENT AGREEMENT OR OTHER SUCH DOCUMENT. FURTHERMORE, EACH PARTY AGREES THAT SUCH PARTY WILL NOT SEEK TO

CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PARTIES HAVE SPECIFICALLY DISCUSSED AND NEGOTIATED THIS PROVISION, INTEND THAT IT BE GIVEN THE BROADEST POSSIBLE EFFECT ALLOWED BY FLORIDA LAW, AND UNDERSTAND ITS LEGAL CONSEQUENCES.

9. This Easement Agreement may not be modified or amended, nor may any provision of this Easement Agreement be waived, except in writing signed by the parties hereto or their respective successors and assigns. No waiver of any breach of this Easement Agreement shall be deemed a waiver of any subsequent breach of the same provision or of any other provision of this Easement Agreement.
10. If any term or provision of this Easement Agreement is adjudged to be illegal or invalid for any reason by any court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Easement Agreement.
11. In the event an ambiguity or question of intent or interpretation arises, this Easement Agreement shall be construed as if drafted jointly by the Grantor and Grantee, and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Easement Agreement.
12. All disputes and matters whatsoever arising under, in connection with, or incidental to this Easement Agreement shall be litigated, if at all, in and before the United States District Court for the Middle District of Florida, Tampa Division, located in Hillsborough County, Florida (or as to those lawsuits to which the federal courts of the United States lack subject matter jurisdiction, before a court located in Hardee County, Florida) to the exclusion of the courts of any other state, territory or country. The Parties hereby consent to such jurisdiction and waive any venue or other objection that such Party may have to any such action or proceeding being brought in the applicable court in Hillsborough County or Hardee County, Florida.
13. Nothing contained in this Easement Agreement is intended to or shall be deemed to (a) create a joint venture, partnership or fiduciary relationship between the Parties, or (b) authorize either Grantor or Grantee to bind the other party in any manner whatever.
14. Concurrently with the execution and delivery of the Easement Agreement by Grantor, Grantor shall cause the holders of all mortgages and other liens encumbering all or any portion of the Easements, and the holders of all other rights, interests and claims in or to all or any portion of the Easements which, in Grantee's reasonable opinion, may interfere with Grantee's use of the Easements for the purposes permitted by this Easement Agreement, including, but not limited to, the holders of any easements, leaseholds, tenancies or licenses, to subordinate all such liens, rights, interests and claims to the Easements and other rights granted to Grantee under and by virtue of this Easement Agreement.
15. This Easement Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all such counterparts together shall constitute one and the same instrument.
16. This Easement Agreement shall be recorded in the Public Records of Hardee County, Florida.

[Remainder of page left intentionally blank. This Easement Agreement continues on the next page.]

IN WITNESS WHEREOF, each of Grantor and Grantee has executed this Agreement or caused the same to be executed by its lawful representative, hereunto duly authorized, on the date or dates set forth below, with the intention that this Easement shall be effective as of the Effective Date.

Signed, sealed and delivered in our presence:

Witness No. 1:



Printed Name: Steve Sizemore

Address: 13250 University Center Blvd.
Fort Myers, FL 33907

Witness No. 2:

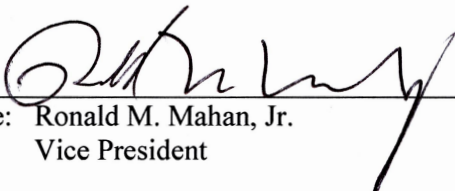


Printed Name: Sheri Wainiec

Address: 13250 University Ctr Blvd.
Fort Myers FL 33907

GRANTOR:

TAMIAMI CITRUS, LLC, a Delaware limited liability company

By: 
Name: Ronald M. Mahan, Jr.
Title: Vice President

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day, of July, 2024 by Ronald M. Mahan, Jr., the Vice President of Tamiami Citrus, LLC, a Delaware limited liability company, on behalf of the limited liability company, who is ☒ personally known to me or ☐ who has produced as identification.

(seal)



By: 
Notary Public

Print Name: Christine L Haut

My Commission Expires: 3/17/2025

Signed, sealed and delivered in our presence:

Witness No. 1:

Printed Name: _____

Address: _____

Witness No. 2:

Printed Name: _____

Address: _____

GRANTEE:

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

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization, this _____ day, of _____, 202____ by
_____, the _____ of the
Southwest Florida Water Management District, a public corporation of the State of Florida, on behalf of
the Southwest Florida Water Management District, who is ☐ personally known to me or ☐ who has
produced _____ as identification.

(seal)

By: _____
Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A

DESCRIPTION
Southwest Florida Water Management District

DESCRIPTION: Parcel "A"

That part of the East Half of the NE 1/4 of the SW 1/4 of Section 25, Township 33 South, Range 27 East, Hardee County, Florida, being more particularly described as follows:

Commence at the NE corner of the SE 1/4 of said Section 24; thence S 00°12'08" E along the East boundary of the SE 1/4 of Section 24, a distance of 1,557.47 feet to the South boundary of State Road 64 according to Florida Department of Transportation Project No. 0603-201; thence continue S 00°12'08" E, along said East boundary of the SE 1/4 of Section 24 a distance of 1,098.12 feet to the NE corner of said Section 25; thence S 00°03'27" W, along the East boundary of the NE 1/4 of Section 25 a distance of 2,651.02 feet to the SE corner of the NE 1/4 of Section 25; thence S 89°49'27" W, along the South boundary of said NE 1/4 a distance of 2,646.31 feet to the NE corner of the N 1/2 of the SW 1/4 of Section 25; thence S 00°00'45" E, along the East boundary of said N 1/2 of the SW 1/4 a distance of 1,326.48 feet to the SE corner of said N 1/2 of the SW 1/4; thence S 89°48'12" W, along the South boundary of said N 1/2 of the SW 1/4 a distance of 306.80 feet; thence N 00°00'45" W, 25.00 feet to a point lying 25.00 feet North of and perpendicular to the South boundary of said N 1/2 of the SW 1/4 and to the POINT OF BEGINNING for Parcel "A"; thence continue N 00°00'45" W, 209.01 feet; thence N 89°48'12" E, 209.01 feet; thence S 00°00'45" E, 209.01 feet to a point lying 25.00 feet North of and perpendicular to the South boundary of said N 1/2 of the SW 1/4; thence S 89°48'12" W, parallel with said South boundary 209.01 feet to the POINT OF BEGINNING for Parcel "A".

Parcel contains 1.003 acres more or less.

AND

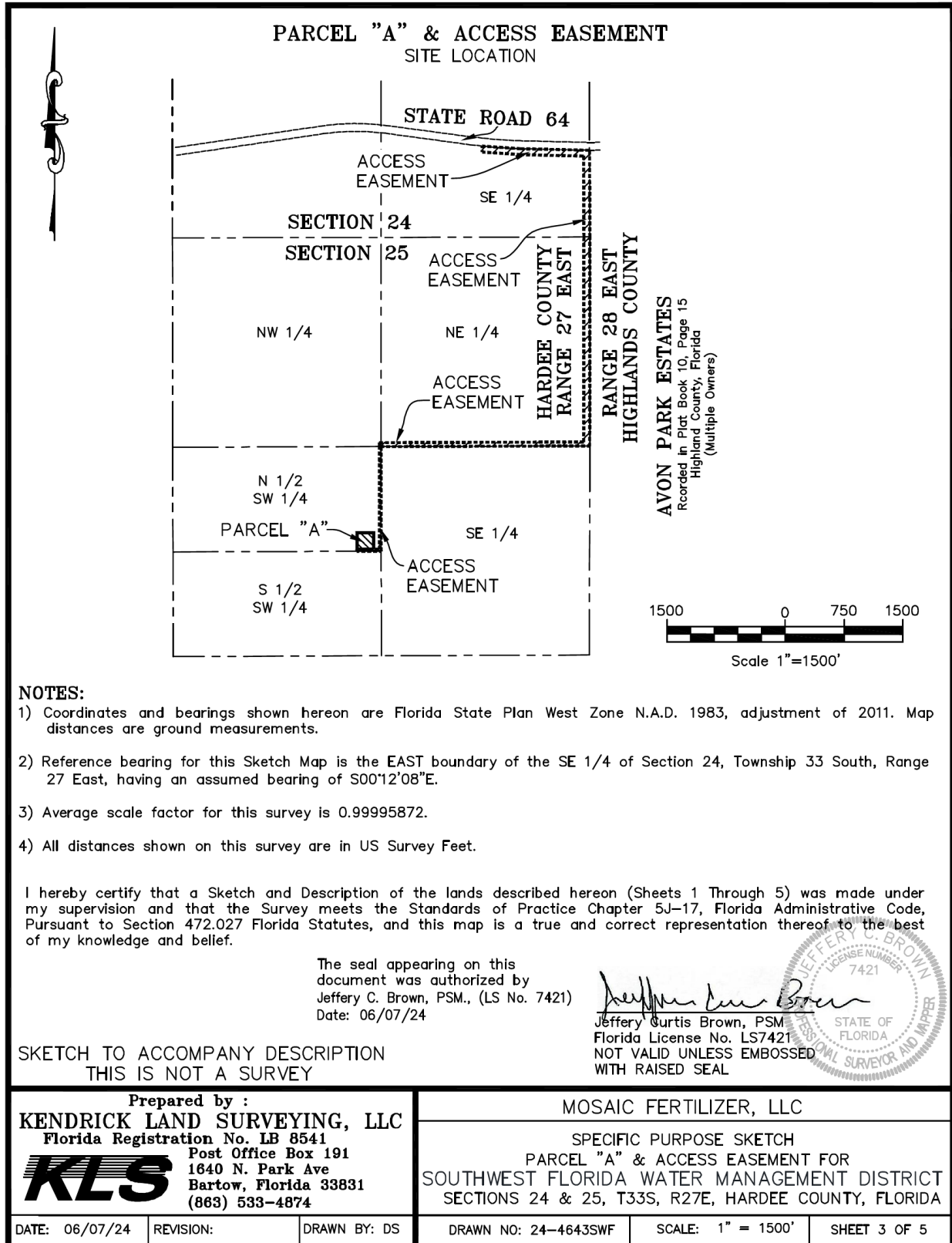
DESCRIPTION: ACCESS EASEMENT (Width Varies)

That part of Sections 24, and 25, Township 33 South, Range 27 East, Hardee County, Florida, being more particularly described as follows:

Commence at the NE corner of the SE 1/4 of said Section 24; thence S 00°12'08" E along the East boundary of the SE 1/4 of Section 24, a distance of 1,557.47 feet to the South boundary of State Road 64 according to Florida Department of Transportation Project No. 0603-201 and to the POINT OF BEGINNING for an Access Easement; thence continue S 00°12'08" E, along said East

boundary of the SE 1/4 of Section 24 a distance of 1,098.12 feet to the NE corner of said Section 25; thence S 00°03'27" W, along the East boundary of the NE 1/4 of Section 25 a distance of 2,651.02 feet to the SE corner of the NE 1/4 of Section 25; thence S 89°49'27" W, along the South boundary of said NE 1/4 a distance of 2,646.31 feet to the NE corner of the N 1/2 of the SW 1/4 of Section 25; thence S 00°00'45" E, along the East boundary of said N 1/2 of the SW 1/4 a distance of 1,326.48 feet to the SE corner of said N 1/2 of the SW 1/4; thence S 89°48'12" W, along the South boundary of said N 1/2 of the SW 1/4 a distance of 306.80 feet; thence N 00°00'45" W, 25.00 feet to a point lying 25.00 feet North of and perpendicular to the South boundary of said N 1/2 of the SW 1/4; thence N 89°48'12" E, and parallel with said South boundary 281.80 feet to a point lying 25.00 feet West of and perpendicular to the East boundary of said N 1/2 of the SW 1/4; thence N 00°00'45" W, and parallel with said East boundary 1,351.48 feet to a point lying 50.00 feet North of and perpendicular to the Westerly extension of the South boundary of the NE 1/4 of Section 25; thence N 89°49'27" E, and parallel with said South boundary 2,596.37 feet to a point lying 75.00 feet West of and perpendicular to the East boundary of the NE 1/4 of Section 25; thence N 00°03'27" E, and parallel with said East boundary 2,601.08 feet to the North boundary of Section 25 also being the South boundary of Section 24; thence continue N 00°12'08" W, into Section 24 and parallel with the East boundary of the SE 1/4 of Section 24 a distance of 1,025.07 feet to a point lying 75.00 feet South of and perpendicular to the South boundary of said State Road 64; thence run parallel with said South boundary the following two courses and distances; (1) thence N 88°37'22" W, 810.29 feet to a point of curve; (2) thence Westerly along the arc of a curve to the right having a radius of 5,854.61 feet, a central angle of 04°41'06", a chord distance of 478.60 feet, a chord bearing of N 86°16'49" W and an arc distance of 478.74 feet, to a point of tangent; thence N 00°12'45" W, 75.46 feet to a point on the South boundary of said State Road 64; thence along said South boundary the following two courses and distances; (1) thence along a non-tangent curve having a radius of 5,779.61 feet, thence Easterly along the arc of a curve to the left having, a central angle of 04°46'01", a chord distance of 480.71 feet, a chord bearing of S 86°14'22" E and an arc distance of 480.85 feet; (2) thence S 88°37'22" E, 883.25 feet to the POINT OF BEGINNING for an Access Easement.

Parcel contains 12.580 acres more or less.



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	478.74	5854.61	04°41'06"	478.60	N86°16'49"W
C2	480.85	5779.61	04°46'01"	480.71	S86°14'22"E

LEGEND	
●	= CALCULATED CORNER
CM	= CONCRETE MONUMENT
—	= BOUNDARY LINE
- - -	= EASEMENT LINE
- - -	= SECTION LINE
- - -	= RIGHT OF WAY
POC	= POINT OF COMMENCEMENT
POB	= POINT OF BEGINNING

Line Table		
Line #	Length	Direction
L1	1557.47	S00°12'08"E
L2	1098.12	S00°12'08"E
L3	2651.02	S00°03'27"W
L11	2601.08	N00°03'27"E
L12	1025.07	N00°12'08"W
L13	810.29	N88°37'22"W
L14	75.46	N00°12'45"W
L15	883.25	S88°37'22"E

SKETCH TO ACCOMPANY DESCRIPTION
THIS IS NOT A SURVEY

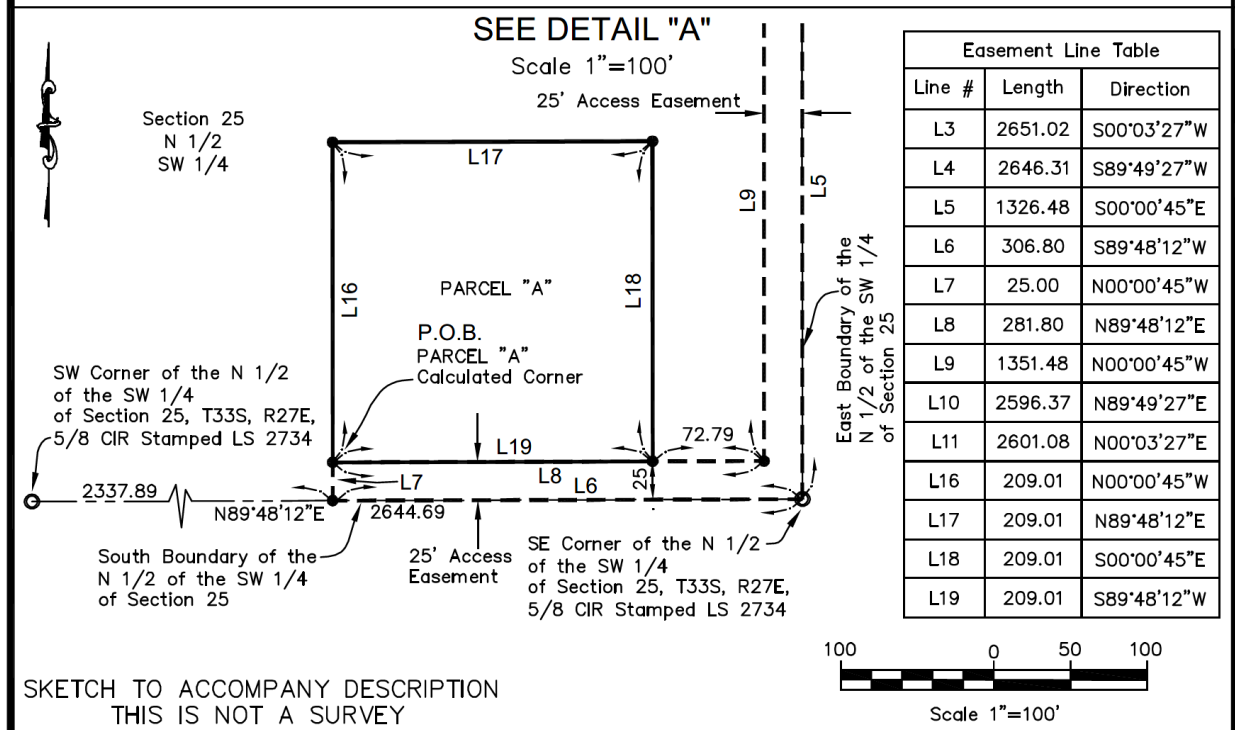
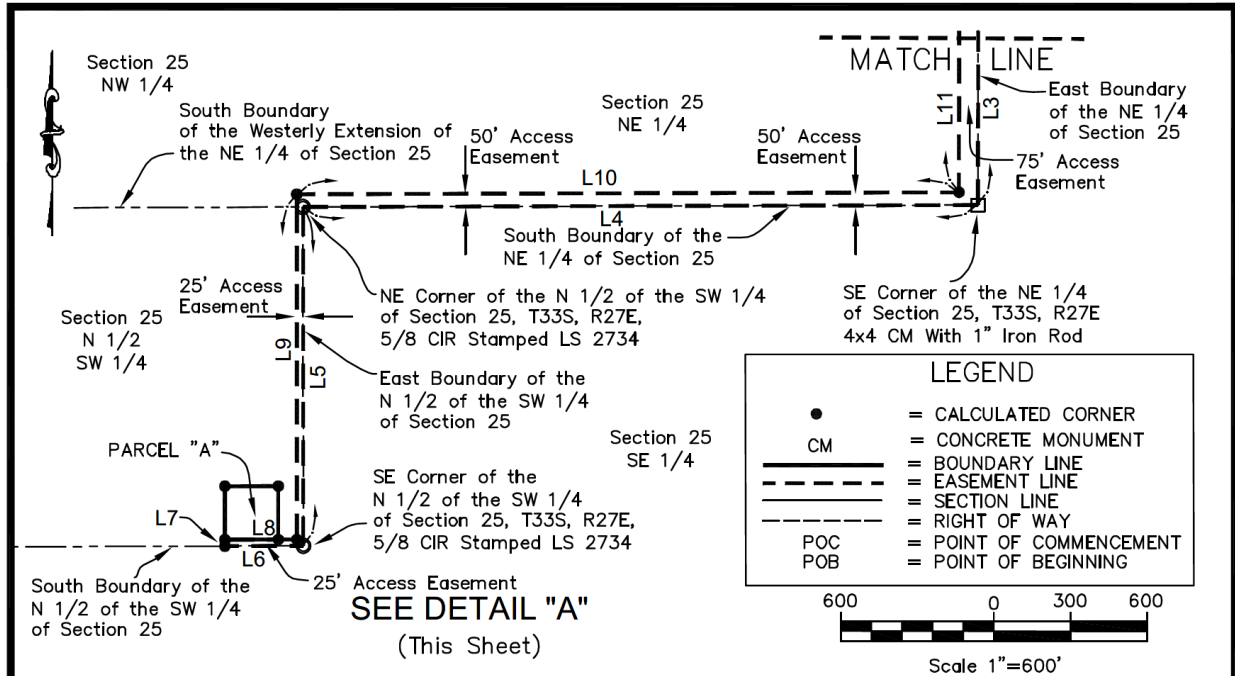
Prepared by :
KENDRICK LAND SURVEYING, LLC
Florida Registration No. LB 8541
KLS Post Office Box 191
1640 N. Park Ave
Bartow, Florida 33831
(863) 533-4874

DATE: 06/07/24 REVISION: DRAWN BY: DS

MOSAIC FERTILIZER, LLC

SPECIFIC PURPOSE SKETCH
PARCEL "A" & ACCESS EASEMENT FOR
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SECTIONS 24 & 25, T33S, R27E, HARDEE COUNTY, FLORIDA

DRAWN NO: 24-4643SWF SCALE: 1" = 600' SHEET 4 OF 5

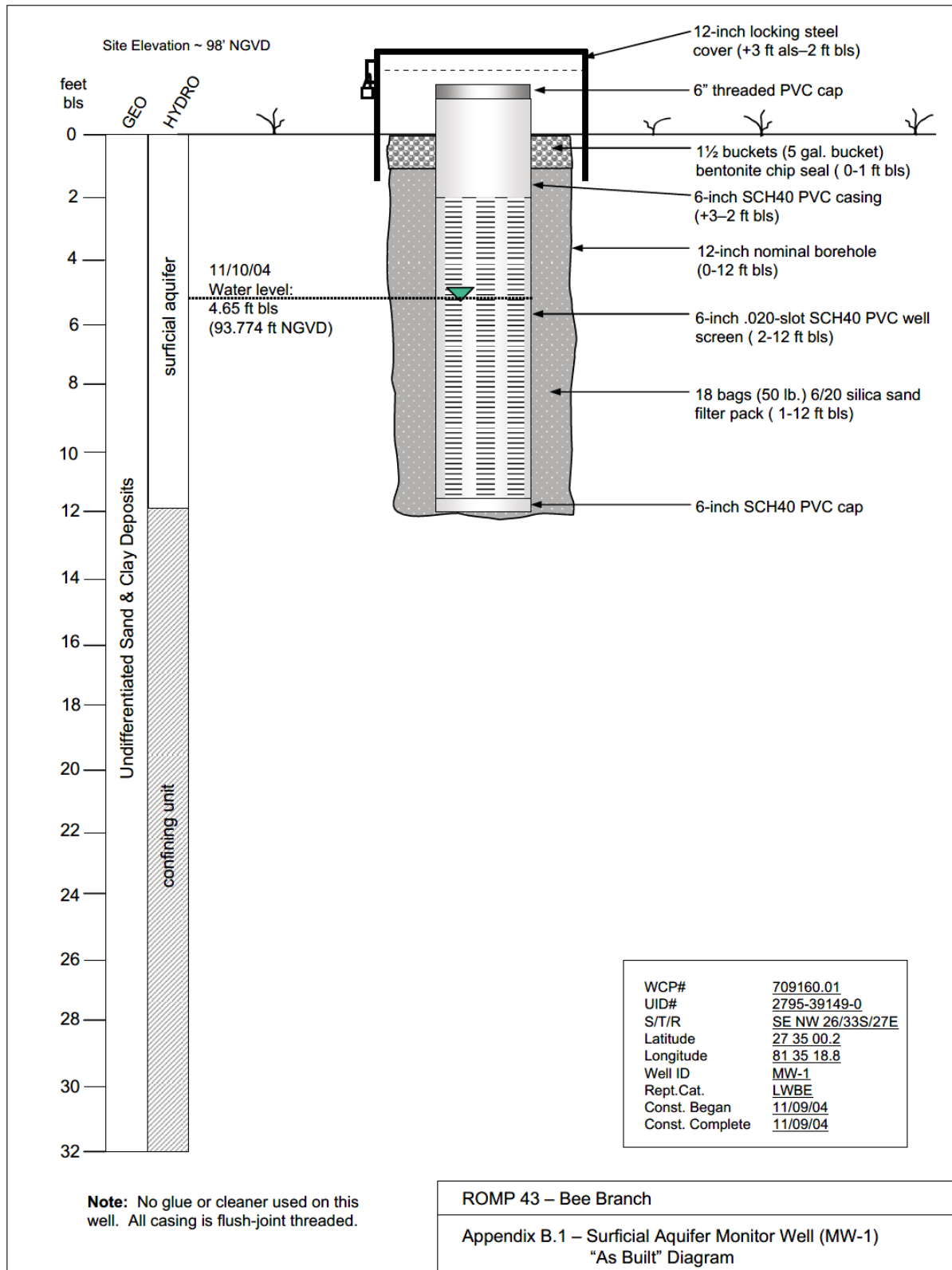


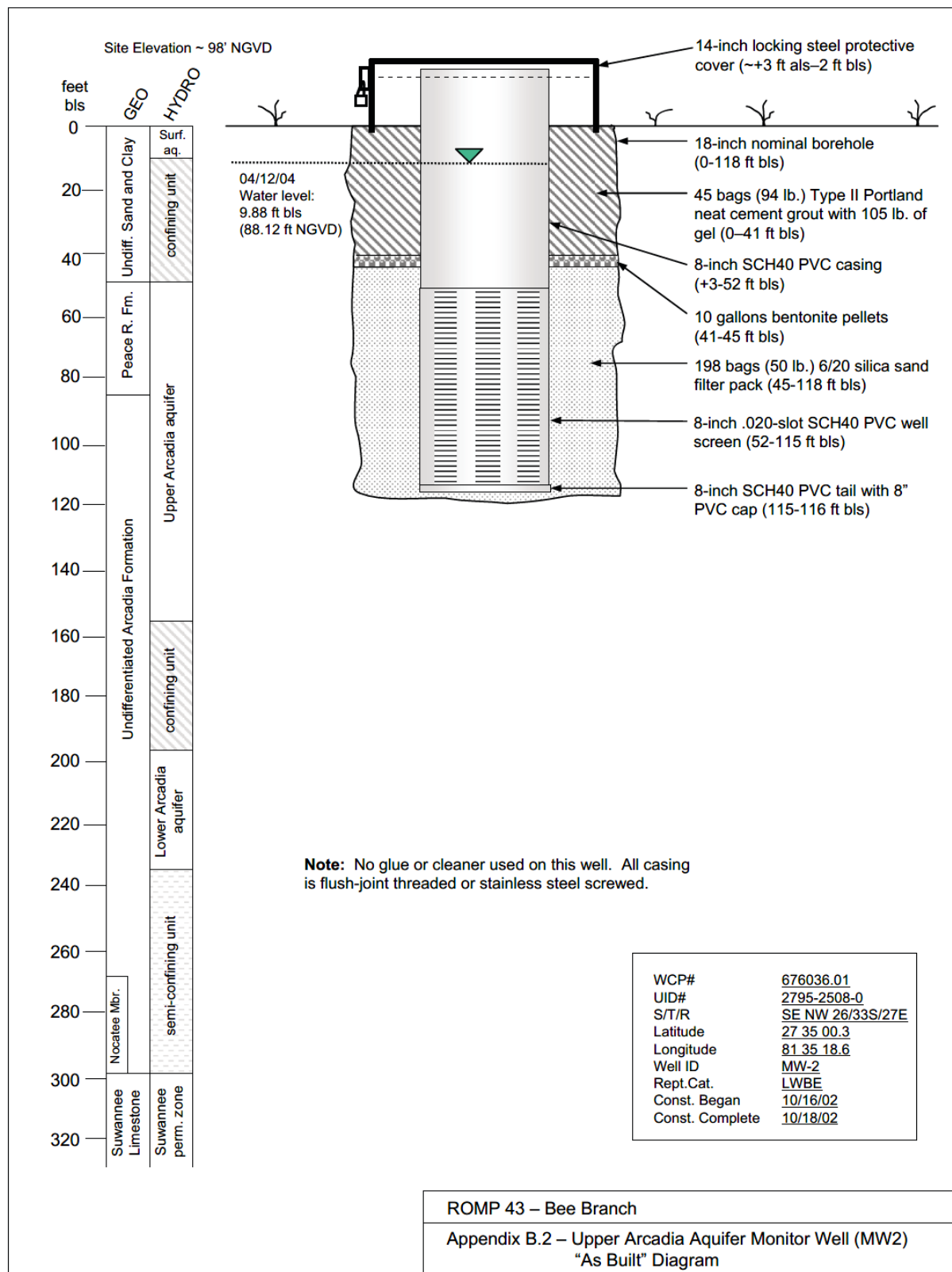
Prepared by : KENDRICK LAND SURVEYING, LLC Florida Registration No. LB 8541 Post Office Box 191 1640 N. Park Ave Bartow, Florida 33831 (863) 533-4874			MOSAIC FERTILIZER, LLC SPECIFIC PURPOSE SKETCH PARCEL "A" & ACCESS EASEMENT FOR SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT SECTIONS 24 & 25, T33S, R27E, HARDEE COUNTY, FLORIDA		
DATE: 06/07/24	REVISION:	DRAWN BY: DS	DRAWN NO: 24-4643SWF	SCALE: VARIES	SHEET 5 OF 5

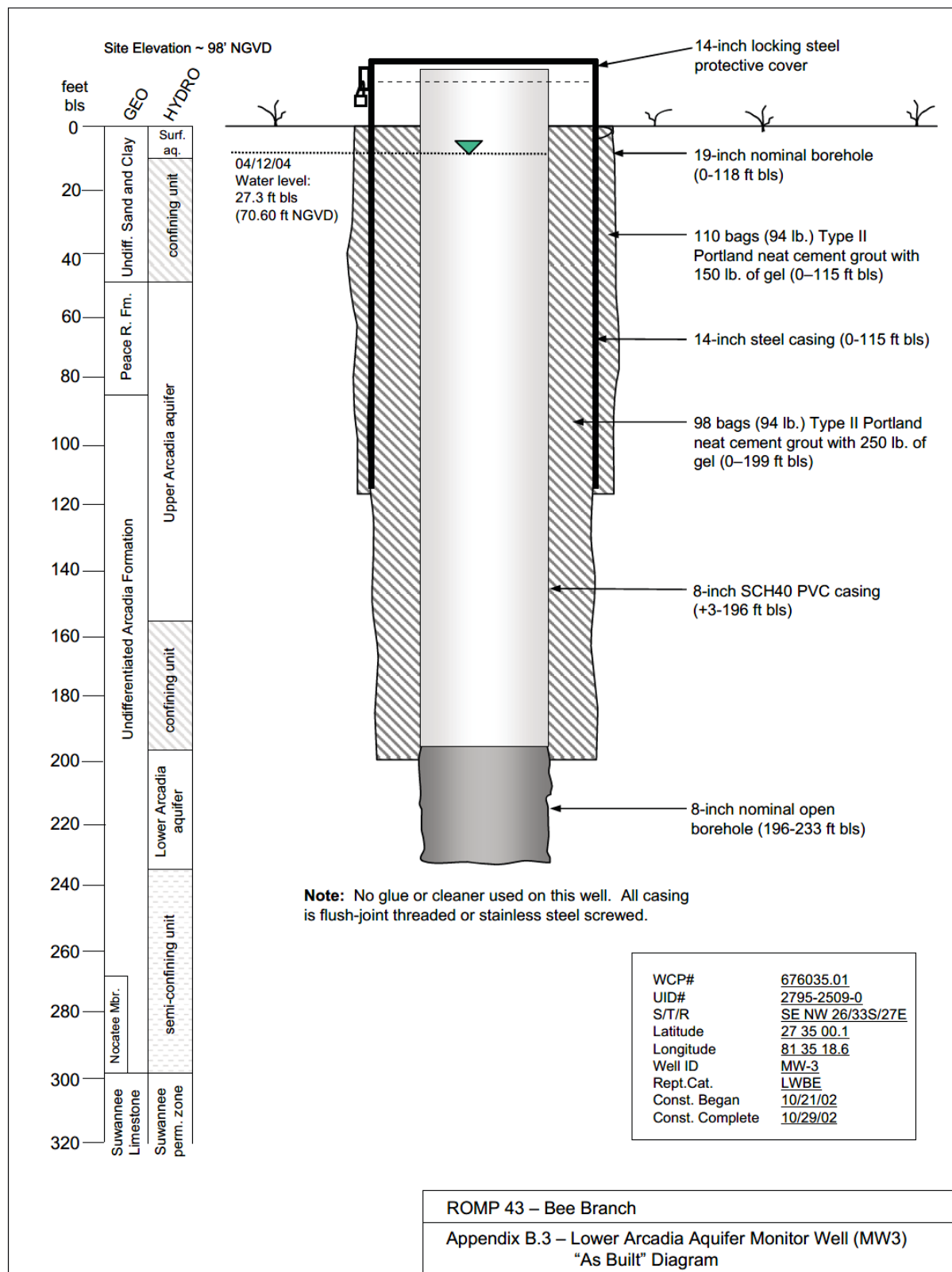
EXHIBIT D
DESIGN SPECIFICATIONS

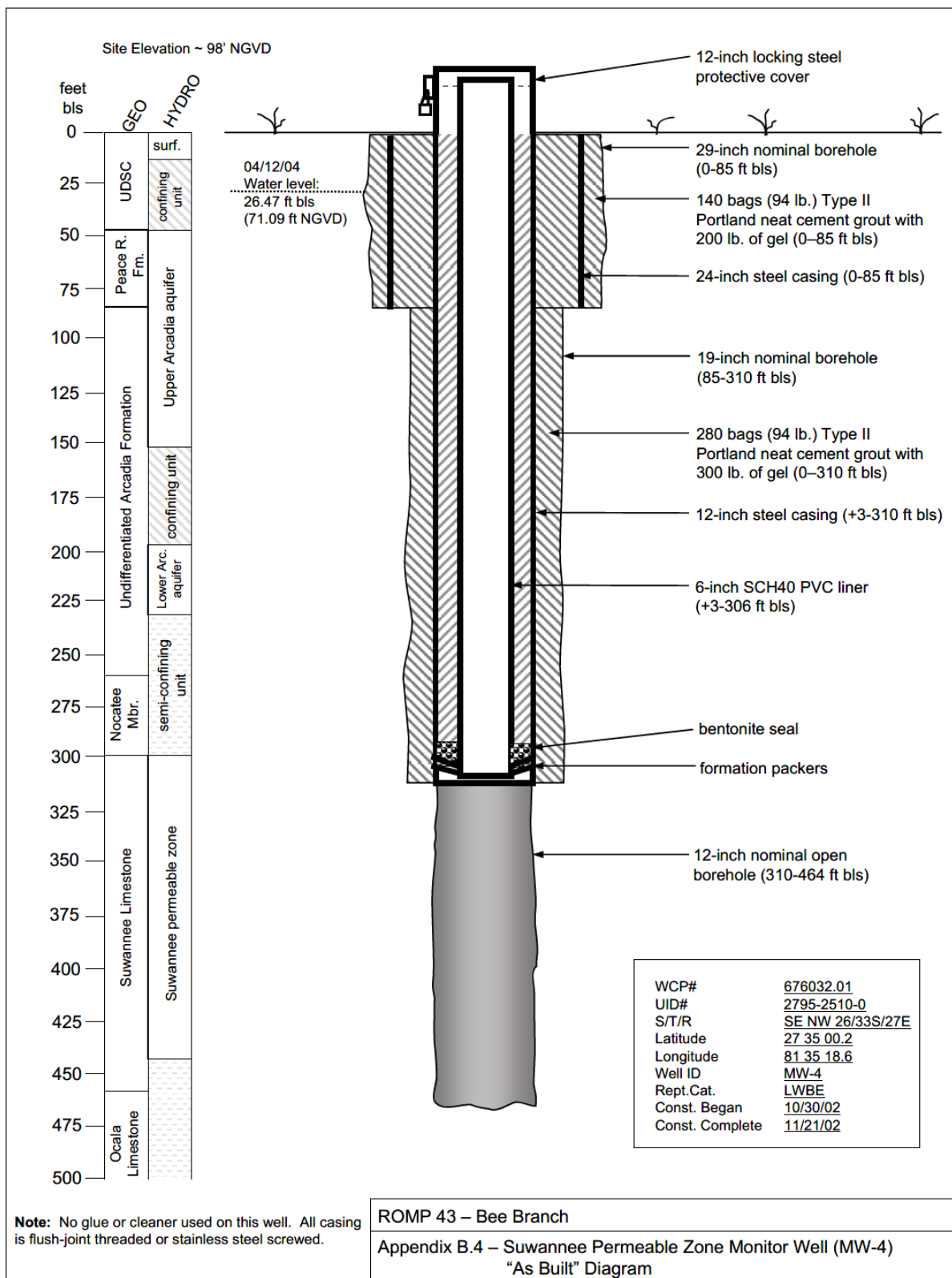
Well Name	*4-inch PVC Casing Depth (ft bls)	Total Depth (ft bls)	Monitored Interval
Surficial Aquifer (MW-1)	2	12	PVC Screen
Upper Arcadia Aquifer (MW-2)	52	115	PVC Screen
Lower Arcadia Aquifer (MW-3)	196	233	Open Hole
Suwannee Permeable Zone (MW-4)	310	464	Open Hole
Avon Park Permeable Zone (MW-5)	*1000	1210	Open Hole

* Denotes changes from as-built condition









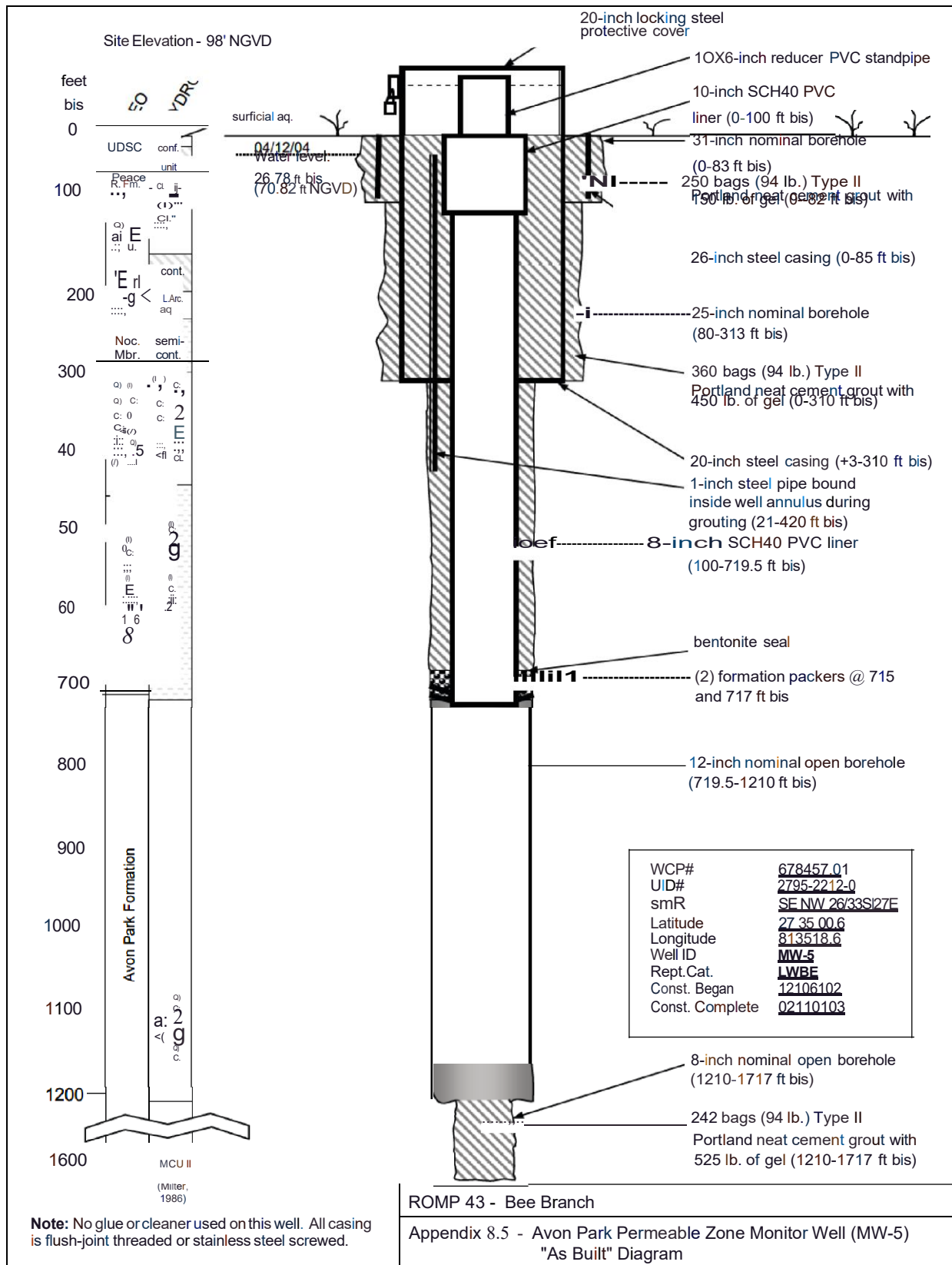


EXHIBIT E-1

EASEMENT TERMINATION AGREEMENT

This instrument prepared by:

Todd M. Phelps
Stinson LLP
100 Ashley Drive South, Suite 500
Tampa, FL 33602

And after recording return to:
Dorothy A. Conerly
Mid-South Title Services, LLC
123 South 9th Street
Wauchula, FL 33873

Tax Parcel Identification Number(s):

(Space reserved for Recording Data)

EASEMENT TERMINATION AGREEMENT

THIS EASEMENT TERMINATION AGREEMENT is made and entered into effective as of _____, 202__ (the “Effective Date”), by and between **MOSAIC FERTILIZER, LLC**, a Delaware limited liability company (the “Property Owner”), and **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida (“SWFWMD”).

- A. SWFWMD and Property Owner’s predecessor-in-interest, V. & W. Farms, Inc. of Delray Beach, a Florida corporation, are parties to that certain Easement dated April 2, 2001, recorded on August 24, 2001 in O.R. Book 615, Page 1210 of the Public Records, Hardee County, Florida (the “Easement”).
- B. Property Owner and SWFWMD hereby terminate the Easement as of the Effective Date.
- C. This Easement Termination Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate one and the same document.

[The remainder of this page is blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Easement Termination Agreement as of the Effective Date.

WITNESSES:

Signature of Witness #1 Above

Printed Name: _____

Address: _____

Signature of Witness #2 Above

Printed Name: _____

Address: _____

PROPERTY OWNER:

MOSAIC FERTILIZER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

STATE OF FLORIDA

)

)

ss:

COUNTY OF _____

)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, _____ of Mosaic Fertilizer, LLC, a Delaware limited liability, on behalf of the company. Said person [____] is personally known to me or [____] produced _____ as identification.

Affix Notary Stamp or Seal Below:

Signature of Notary Public

Printed Name: _____

WITNESSES:

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
Signature of Witness #1 Above
Printed Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Signature of Witness #2 Above
Printed Name: _____
Address: _____

STATE OF FLORIDA)
)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, _____ of Southwest Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation. Said person [_____] is personally known to me or [_____] produced _____ as identification.

Affix Notary Stamp or Seal Below:

Signature of Notary Public _____

Printed Name: _____

EXHIBIT E-2
QUIT CLAIM DEED

This instrument prepared by:
Todd M. Phelps
Stinson LLP
100 South Ashley Drive, Suite 500
Tampa, FL 33602

After recording return to:
Mosaic Fertilizer, LLC
Attention: Land Management
414 West Main Street
Wauchula, FL 33873

Tax Parcel Identification Number(s):

26-33-27-0000-07420-0000

(Space reserved for Clerk of Court)

Quit Claim Deed

This Quit Claim Deed dated _____, 202__, is given by **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brookville, Florida 34604 ("Grantor"), to **MOSAIC FERTILIZER, LLC**, a Delaware limited liability company, whose address is: 13830 Circa Crossing Drive, Lithia, Florida 33547 ("Grantee");

(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 Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to, all that certain land situate in Hardee County, Florida, viz:

See attached Exhibit A-1 and Exhibit A-2.

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

TO HAVE AND TO HOLD the same and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor therein or thereto, either in law or equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns, forever.

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

Witness No. 1:

Printed Name:

Address:

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

By: _____

Name: _____

Title: _____

Witness No. 2:

Printed Name:

Address:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day, of _____, 202__ by _____, the _____ of the Southwest Florida Water Management District, a public corporation of the State of Florida, on behalf of the Southwest Florida Water Management District, who is ☐ personally known to me or ☐ who has produced _____ as identification.

(seal)

By: _____

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A-1
Legal Description

SWF Parcel No. 20-020-059
Well Site – ROMP No. 43

That part of the Northwest 1/4 of Section 26, Township 33 South, Range 27 East, Hardee County, Florida, described as follows:

Commence at a 5/8" iron rod with plastic cap marked "S.W.F.W.M.D." representing the center of said Section 26; thence North 00°10'03" East along the East boundary of the Northwest 1/4 of said Section 26, a distance of 766.00 feet; thence North 89°49'57" West, a distance of 136.00 feet; thence North 00°10'03" East, a distance of 10.00 feet for a POINT OF BEGINNING; thence North 89°49'57" West, a distance of 20.00 feet; thence North 00°10'03" East, a distance of 80.00 feet; thence South 89°49'57" East, a distance of 20.00 feet; thence South 00°10'03" West, a distance of 80.00 feet to the POINT OF BEGINNING.

EXHIBIT A-2
Legal Description

SWF Parcel No. 20-020-059A
Ingress-Egress Easement – ROMP No. 43

That part of the Northwest 1/4 of Section 26, Township 33 South, Range 27 East, Hardee County, Florida, described as follows:

A 15.00 foot side parcel of land lying 7.50 feet each side of the following described centerline:

Commence at a 5/8" iron rod with plastic cap marked "S.W.F.W.M.D." representing the center of said Section 26; thence North 00°10'03" East along the East boundary of the Northwest 1/4 of said Section 26, a distance of 1388.45 feet to the Southerly extent of Jersey Lane – county maintained; thence North 89°49'57" West, a distance of 7.50 feet for the POINT OF BEGINNING of this centerline description; thence South 00°10'03" West, along a line lying 7.50 feet West of and parallel with the East boundary of the Northwest 1/4 of said Section 26, a distance of 576.34 feet; thence North 89°49'57" West, a distance of 128.50 feet to the POINT OF TERMINATION of this centerline description.

EXHIBIT E-3

BILL OF SALE

BILL OF SALE

THIS BILL OF SALE is entered into and made effective as of _____, 202__ (the “Effective Date”) by and between **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida (“Seller”) and **MOSAIC FERTILIZER, LLC**, a Delaware limited liability company (“Buyer”).

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Seller hereby grants, bargains, sells, transfers and delivers to the Buyer and Buyer’s successors and assigns, forever, the following goods, chattels and other assets:

- a. all improvements, fixtures, equipment, and personal property located on the real property commonly known as 8798 State Road 64 East, Zolfo Springs, Florida, more particularly set forth on the attached **Exhibit A-1 and Exhibit A-2** (the “Real Property”), as of the Effective Date, together with any later accessions or additions thereto, including, but not limited to all fences, pumps, power units, filters, water wells, irrigation systems and equipment, trees, fruits, and crops (collectively the “Additional Property”); and
- b. to the extent transferable and desired by the Buyer, all licenses, permits, approvals, registrations, and other forms of authorization related to or useful for the ownership and operation of the Real Property or the Additional Property (collectively the “Permits”).

To Have and to Hold the same unto the Buyer, and the Buyer’s successors and assigns forever.

AND the Seller covenants with the Buyer, and the Buyer’s successors and assigns that the Seller is the lawful owner of the Additional Property and Permits; that they are free from all liens, claims and encumbrances; that the Seller has good right to sell and transfer the same; and that the Seller will warrant and defend the sale of the Additional Property and Permits to the Buyer and the Buyer’s successors and assigns against the lawful claims and demands of all persons whomsoever. This covenant shall be binding upon the Seller and the Seller’s heirs, personal representatives, successors and assigns.

[remainder of page left intentionally blank; signature page to follow]

In Witness Whereof, the Seller has executed this Bill of Sale as of the Effective Date.

Witness No. 1:

Printed Name:

Address:

Witness No. 2:

Printed Name:

Address:

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

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day, of _____, 202__ by _____, the _____ of the Southwest Florida Water Management District, a public corporation of the State of Florida, on behalf of the Southwest Florida Water Management District, who is ☐ personally known to me or ☐ who has produced _____ as identification.

By: _____

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A-1
Legal Description

SWF Parcel No. 20-020-059
Well Site – ROMP No. 43

That part of the Northwest 1/4 of Section 26, Township 33 South, Range 27 East, Hardee County, Florida, described as follows:

Commence at a 5/8" iron rod with plastic cap marked "S.W.F.W.M.D." representing the center of said Section 26; thence North 00°10'03" East along the East boundary of the Northwest 1/4 of said Section 26, a distance of 766.00 feet; thence North 89°49'57" West, a distance of 136.00 feet; thence North 00°10'03" East, a distance of 10.00 feet for a POINT OF BEGINNING; thence North 89°49'57" West, a distance of 20.00 feet; thence North 00°10'03" East, a distance of 80.00 feet; thence South 89°49'57" East, a distance of 20.00 feet; thence South 00°10'03" West, a distance of 80.00 feet to the POINT OF BEGINNING.

EXHIBIT A-2
Legal Description

SWF Parcel No. 20-020-059A
Ingress-Egress Easement – ROMP No. 43

That part of the Northwest 1/4 of Section 26, Township 33 South, Range 27 East, Hardee County, Florida, described as follows:

A 15.00 foot side parcel of land lying 7.50 feet each side of the following described centerline:

Commence at a 5/8" iron rod with plastic cap marked "S.W.F.W.M.D." representing the center of said Section 26; thence North 00°10'03" East along the East boundary of the Northwest 1/4 of said Section 26, a distance of 1388.45 feet to the Southerly extent of Jersey Lane – county maintained; thence North 89°49'57" West, a distance of 7.50 feet for the POINT OF BEGINNING of this centerline description; thence South 00°10'03" West, along a line lying 7.50 feet West of and parallel with the East boundary of the Northwest 1/4 of said Section 26, a distance of 576.34 feet; thence North 89°49'57" West, a distance of 128.50 feet to the POINT OF TERMINATION of this centerline description.

CONSENT AGENDA**October 22, 2024****General Counsel's Report: Access Easement – Environmental Resource Permit Application No. 852564 – Chassahowitzka Mitigation Bank (Hernando County)**

On July 14, 2022, EIP IV Florida CHAZ, LLC, (EIP) submitted to the District Environmental Resource Permit Application No. 852564 (ERP) authorizing the establishment of a mitigation bank known as the Chassahowitzka Mitigation Bank (Project), located in Hernando County, Florida. The rules governing mitigation banks require EIP to grant a conservation easement (CE) over the property associated with the Project to the District and the Florida Department of Environmental Protection, as well as provide sufficient permanent legal access to ensure the District can fulfill its regulatory responsibilities relative to compliance with the CE and ERP.

EIP currently holds fee title to property adjacent to the Chassahowitzka Wildlife Management Area (CWMA), which will be permitted as the Project. EIP also holds a non-exclusive easement over an undeveloped portion of the CWMA that allows for ingress/egress to the Project from a public road. EIP applied to obtain a 10.34-acre access easement along an existing dirt road within the CWMA in exchange for EIP releasing its current easement. In its application, EIP also requested that an access easement be granted to the District over the same dirt road to ensure the District has permanent legal access to the Project. This permanent access is necessary to meet the conditions for issuance of the ERP and is the remaining item needed to complete the ERP application. On September 12, 2024, the Acquisition and Restoration Council (ARC) approved EIP's application. The Florida Fish and Wildlife Conservation Commission and Florida Forest Service each provided letters of consent in support of the execution of the new easement to EIP and the District. The ARC requires the District to approve, accept, and execute the access easement. The access easement is attached as an exhibit to this recap for the Governing Board's review and consideration.

Staff Recommendation:

Approve, accept, and execute the attached access easement through the Chassahowitzka Wildlife Management Area to provide permanent legal access to the District to the Chassahowitzka Mitigation Bank.

Presenter:

Adrienne E. Vining, Lead Assistant General Counsel, Office of General Counsel

This Easement was prepared by:
Jay Sircy,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
Action No. 49606

OAE1
[+/- 10.348 acres]

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

EASEMENT

Easement Number 33607

THIS EASEMENT, made and entered into this _____ day of _____, 20____, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statute, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the State of Florida Department of Agriculture and Consumer Services, Florida Forest Service hereinafter referred to as "Lead Agency", and the Florida Fish and Wildlife Conservation Commission, hereinafter referred to as the "Cooperating Agency", hereinafter collectively referred to as the "managing agencies", under GRANTOR'S Lease Number 3586; and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for ingress and egress; and

WHEREAS, the managing agencies has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in **Hernando** County, Florida, to-wit:

(See Exhibit "A" Attached)(the "Easement Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. **TERM:** The term of this easement shall be for as long as the easement is used for ingress and egress to a mitigation bank. If the easement is ever abandoned for access to a mitigation bank, all right, title, and interest conveyed under this instrument shall automatically revert to GRANTOR, unless sooner terminated pursuant to the provisions of this easement.
3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited to ingress and egress, upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

4. **ASSIGNMENT**: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.
5. **RIGHT OF INSPECTION**: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.
6. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.
7. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.
8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.
10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.
11. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
12. **SOVEREIGNTY SUBMERGED LANDS:** This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.
13. **ENTIRE UNDERSTANDING:** This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.
14. **TIME:** Time is expressly declared to be of the essence of this easement.
15. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.
16. **PAYMENT OF TAXES AND ASSESSMENTS:** GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. **AUTOMATIC REVERSION**: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.
18. **RECORDING OF EASEMENT**: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.
19. **GOVERNING LAW**: This easement shall be governed by and interpreted according to the laws of the State of Florida.
20. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

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

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

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

(SEAL)

BY: _____

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

“GRANTOR”

**STATE OF FLORIDA
COUNTY OF LEON**

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

Approved Subject to Proper Execution:

BY: _____

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

(SEAL)

BY: _____

Brian Armstrong, Executive Director

“GRANTEE”

STATE OF _____
COUNTY OF _____

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

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial

CONSENT AGENDA**October 22, 2024****General Counsel's Report: Approval of Emergency Order No. SWF 24-030 – Emergency Measures for Hurricane Milton**

Section 373.119, Florida Statutes (F.S.), authorizes the Executive Director to take actions necessary to address an emergency that poses a threat to the public health, safety, welfare, or environment. Such actions may include, among other things, issuing an emergency order to waive the procedures and formalities otherwise required to conduct public business. If the Executive Director issues an emergency order without prior notice, the Governing Board must affirm the emergency order at the next regularly scheduled Governing Board meeting.

On October 5, 2024, Governor Ron DeSantis issued Executive Orders 24-214 and 24-215 (Executive Orders) declaring a state of emergency in parts of Florida, including all 16 counties within the District's boundaries, based upon the serious threat to the public health, safety, and welfare posed by Hurricane Milton. The Department of Environmental Protection issued Emergency Final Order Nos. 24-2580 and 24-2579 on October 6, 2024, suspending certain permitting, procurement, and travel provisions contained in Chapters 373 and 403, F.S., and associated rules.

District staff have spent extensive time addressing permitting and regulatory matters resulting from the storm. District emergency activities in response to the storm have included, and will continue to include, re-assignment of staff for various emergency operation functions. District office operations have been adjusted to effectively address all storm-related impacts while at the same time meeting all existing and new permit application review timelines for projects not related to the storm. Additionally, the effects of the storm may prevent or hinder a permit applicant, permittee, or property owner from strictly complying with the statutes, rules, or orders that the District administers and enforces. As a result, the Executive Director issued Emergency Order No. SWF 24-030 on October 5, 2024, suspending certain permitting, procurement, and travel provisions contained in Chapter 373, F.S.

Emergency Order No. SWF 24-030 will remain in effect until the Governor's Executive Order expires no later than 60 days after issuance. At that time, District staff will reassess the emergency measures provided for in the Emergency Order and determine whether an extension is warranted.

Staff Recommendation:

1. Approve Emergency Order No. SWF 24-030.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

IN RE:

EMERGENCY AUTHORIZATION FOR
REPAIRS, REPLACEMENT,
RESTORATION, AND CERTAIN
OTHER MEASURES MADE NECESSARY
BY HURRICANE MILTON

EMERGENCY ORDER NO. SWF 24-030

Under the authority of Sections 120.569(2)(n) and 373.119(2), Florida Statutes (“F.S.”), and upon consideration of State of Florida Executive Order No. 24-214, and State of Florida Executive Order No. 24-215 and the following findings of fact, the Southwest Florida Water Management District (“District”) enters this 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 Hurricane Milton (hereinafter, “the Storm”):

FINDINGS OF FACT

1. The District is an agency charged with the responsibility to conserve, protect, manage, and control the water resources within all or part of sixteen (16) counties designated in its geographic boundaries, including Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter counties (hereinafter referred to as the “Emergency Area”), and to administer and enforce Chapter 373, F.S., and the rules adopted thereunder as Chapters 18-20, 18-21, 40D, and 62, Florida Administrative Code (“F.A.C.”). The District issues authorizations for the use of sovereign submerged lands pursuant to Chapter 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 as Chapters 18-20, 18-21, 28, 40D, and 62, F.A.C.

2. By State of Florida Executive Order Nos. 24-214 and 24-215 (hereinafter, “the Executive Order”), the Governor declared that a state of emergency exists throughout the Emergency Area, based upon the serious threat to the public health, safety, and welfare posed by the Storm.

3. The Executive Order recognizes that special duties and responsibilities resting upon state, regional, and local agencies and other governmental bodies in responding to the emergency may require waiver or deviation from the statutes, rules, ordinances, and orders those agencies and bodies administer. Pursuant to the Executive Order, each state agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the order or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the effects of the Storm.

4. Section 373.119(2), F.S., provides that whenever the District’s 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.

5. The District finds that effects of the Storm created 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 by Florida's citizens and government may be necessary to repair, replace, and restore structures, equipment, surface water management systems, works, and other systems damaged by the Storm.

6. The District finds that an emergency authorization is required to address the need for immediate action because the normal procedures for obtaining the necessary authorizations would not result in sufficiently timely action to address the emergency.

7. The District 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

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

9. Pursuant to Sections 120.569(2)(n) and 373.119(2), F.S., the District's Executive Director, or designee, is authorized to issue this Final Order.

10. 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.

THEREFORE, it is hereby ORDERED that within the Emergency Area, the following apply:

GENERAL PROVISIONS

11. Authorized Representatives

The Executive Director hereby appoints the following representatives and delegates to them the authority to issue authorizations, permits, and execute any emergency functions in accordance with this Order: The Assistant Executive Director, Director of Regulation, Director of Operations Lands & Resource Monitoring, Director of Resource Management, and the Regulation Bureau Chiefs.

12. Limitations

The District issues this Emergency Order solely to address the emergency created by the Storm within the Emergency Area, as described herein. This Emergency Order shall not be construed to authorize any activity within the jurisdiction of the District except in accordance with the express terms of this Emergency Order. Under no circumstances shall anything contained in this Order be construed to authorize the repair, replacement, or reconstruction of any type of unauthorized or illegal structure, habitable or otherwise. This Order does not convey any property rights or any rights or privileges other than those specified in this Order.

13. Expiration Date

This Emergency Order shall take effect retroactively to October 5, 2024 and expire upon the expiration or rescission of Executive Order No. 24-214, as modified or extended.

14. Other Authorizations Required

Nothing in this Emergency Order shall eliminate the necessity for obtaining any other federal, state, or local permits, or other authorizations that may be required.

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 thirty 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. 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; and

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.

f. The extension of time to comply with specified deadlines set forth in this Section does not apply to the following:

- i. The time deadlines for filing a petition for administrative hearing pursuant to Chapter 120, F.S.;
- ii. The time deadlines for providing notice of the intent to exercise the tolling and extension granted under Section 252.363(1)(a), F.S.; or
- iii. The time or expiration of any other deadline not specifically set forth in this Order.

16. **Deadlines for Agency Actions**

Any deadlines specified in statutes, rules, agreements, or District orders, under which the District is required by law to take action within a specified time period, and under which failure by the District to timely take such action could result in any type of default binding on the District (including the time to request additional information on permit applications), are hereby suspended and tolled for a period of 30 days, provided such deadline had not expired as of the effective date this Order

17. **Suspension of Fees**

a. All application fee requirements set forth in Chapter 373, F.S., and the rules adopted thereunder, shall be suspended for the duration of this Order, and shall recommence on the date immediately following the expiration of this Order set forth in Paragraph 13 herein, unless this Order is extended or terminated by further order.

b. All lease fee and easement fee requirements set forth in Chapter 373, F.S., and the rules adopted thereunder, shall be suspended for the duration of this Order, except that lease fee and easement fee requirements shall be suspended only in proportion to the percentage loss of functionality of the total are under lease or easement. All lease fee and easement fee requirements shall recommence on the date immediately following the

expiration of this Order set forth in Paragraph 13 herein, unless this Order is extended or terminated by further order. However, the duration of the suspension of lease and easement fees may be extended beyond the duration of this Order (including subsequent extensions thereof) or beyond the date specified in a field authorization issued pursuant to this Order, upon a written request by the lessee to extend the suspension of the lease or easement fees. Such request must be received by the District before the expiration of this Order (or extensions thereof) or before the date specified in the field authorization (whichever date it later).

18. **Procurement**

To ensure the District is able to meet emergency response functions and provide for continuity of operation, the Executive Director hereby suspends, to the extent necessary, the effect of any statute, rule, or order pertaining to: the performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community; following local procurement and contracting policies; entering into contracts; incurring obligations; employment of permanent and temporary workers; utilization of volunteer workers; rental of equipment; acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and appropriation and expenditure of public funds.

CONSUMPTIVE USES OF WATER

19. **General Conditions**

All activities authorized under this Section are subject to the following conditions:

- a. All activities shall be performed in a manner that minimizes adverse water quality and water quantity impacts. This includes properly installed and maintained erosion

and turbidity control devices to prevent erosions and shoaling and to control turbidity, nutrient loading, and sedimentation in off-site receiving waters.

b. Entities operating under this Order shall immediately correct any erosion, shoaling, or water quality problems that result from the activities authorized under this order.

c. This Order is temporary in nature and shall not relieve the any obligation to obtain necessary federal, state, local, or District permits or approvals.

d. This Order does not convey any property rights or any rights or privileges other than those specified in this Order.

e. This Order only serves as relief for the duration of the Order from the regulatory requirements of the District only and does not provide relief from the requirements of other federal, state, water management districts, and local agencies. This Order therefore does not negate the need to obtain any other required permits or authorizations, nor does it negate the need to comply with all the requirements of those agencies.

20. **Authorized Temporary Consumptive Uses**

a. The following temporary consumptive uses of water—including pumping or diverting water—are hereby authorized to address emergency conditions created by the Storm:

i. **On-Site Discharge – No Notice Required**

The internal movement of water from flooded areas within a project site to other areas within the same project site by the same owner. This authorization does not permit pumping or discharging water to off-site property, canals, or water bodies not completely on-site other than through permitted facilities.

ii. **Off-Site Discharge by Governmental Entity – No Notice Required**

The movement of water from a flooded area by a state, regional, or local government agency, regardless of whether water is discharged on or off-site, provided that the movement of water is limited to measures necessary to address the emergency. The agency shall comply with any request for information pertaining to any activity conducted under this section.

iii. **Off-Site Discharge by Private Landowner – Notice Required**

The movement of water from a flooded area by a private landowner to an off-site location, provided the following:

- A. The private landowner must provide notice of the activity to the District prior to the movement of water;
- B. An Authorized Representative, as set forth in paragraph 11 herein, authorizes the activity; and
- C. The activity is conducted in accordance with the conditions of the District's authorization.

21. **Permit Condition Deferral**

An Authorized Representative, as set forth in paragraph 11 herein, may authorize a permittee to defer compliance with any of the terms and conditions of a water use permit for such time as is necessary to address the emergency. The deferment may be conditioned as appropriate to protect public health, safety, and welfare, both during the emergency and for a period of time once normal operations under the permit resume.

22. **Permit Modifications**

An Authorized Representative, as set forth in paragraph 11 herein, may authorize a modification of any of the terms and conditions of a water use permit as necessary to

address the emergency. The modification may be conditioned as appropriate to protect public health, safety, and welfare, both during the emergency and for a period of time once normal operations under the permit resume.

23. **Field Authorizations**

All District personnel are hereby authorized to issue temporary field authorizations for consumptive uses. A temporary field authorization may only be issued following a site inspection, and all District personnel are required to transmit the temporary field authorization to an Authorized Representative for final approval. An Authorized Representative may approve, modify, condition, or withdraw a temporary field authorization. District personnel must create and maintain all approvals, and provide copy to the permittee.

**ENVIRONMENTAL RESOURCE, DREDGE AND FILL, AND
SURFACE WATER MANAGEMENT ACTIVITIES**

24. **Terms and Conditions**


The terms and conditions of the Florida Department of Environmental Protection's Emergency Final Order No. OGC NO. 24-2580 shall apply to any activity located in uplands and waters of the state, including wetlands, undertaken in response to the Emergency.

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 of it 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.

DONE AND ORDERED in Hillsborough County, Florida, on October 7, 2024.

Approved as to legal form and content

Chris Tumminia, General Counsel

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: 
Brian J. Armstrong, Executive Director

Filed this 7th day of October

2024


Deputy Agency Clerk

[SEAL]



CONSENT AGENDA

October 22, 2024

Executive Director's Report: Approve Governing Board Minutes – September 24, 2024

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING
TUESDAY, SEPTEMBER 24, 2024 – 3:00 P.M.
7601 U.S. HIGHWAY, 301 NORTH, TAMPA, FLORIDA 33637
(813) 985-7481**

MINUTES

Board Members Present

Michelle Williamson, Chair*
John Mitten, Vice Chair (Acting Chair)
Jack Bispham, Secretary
Ashley Bell Barnett, Treasurer
Ed Armstrong, Member*
Kelly Rice, Member*
Joel Schleicher*
John Hall, Member
Dustin Rowland, Member
James Holton, Member
Robert Stern, Member
Nancy H. Watkins, Member
Josh Gamblin, Member

Staff Members

Brian J. Armstrong, Executive Director
Amanda Rice, Assistant Executive Director
Chris Tumminia, General Counsel
Brian Werthmiller, Inspector General
Jennette Seachrist, Division Director
Michelle Hopkins, Division Director
Brian Starford, Division Director
Brandon Baldwin, Division Director
Michelle Weaver, Division Director

Board Administrative Support

Virginia Singer, Manager
Lori Manuel, Administrative Coordinator

1. Convene Public Meeting

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 3:00 p.m., September 24, at the Tampa Office at 7601 U.S. Highway 301 North, Tampa, Florida 33637. This meeting was available for live viewing through internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

Vice Chair John Mitten called the meeting to order. He noted that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. Vice Chair Mitten stated that 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 complete and submit a "Request to Speak" card. He 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. Vice Chair Mitten also requested that several individuals wishing to speak on the same topic designate a spokesperson. He introduced each member of the Governing Board and staff present at the dais (this served as roll call). A quorum was confirmed.

1.2 Oath of Office

Ms. Virginia Singer, Board and Executive Services Manager, administered the Oath of Office to new Board Member Joshua Gamblin and reappointed Board Members John Mitten and Michelle Williamson.

1.3 Invocation and Pledge of Allegiance

Board Member James Holton offered the invocation, and the Pledge of Allegiance.

1.4 Employee Recognition

Vice Chair Mitten recognized Mr. Scott Hickerson for 35 years of service and Mr. Vaughn Boyer for 35 years of service.

1.5 Additions/Deletions to Agenda

Mr. Brian Armstrong, Executive Director, stated there were no additions or deletions to the agenda.

Board Member Joel Schleicher requested the following items be moved to Discussion:

Finance/Outreach & Planning Committee

2.1 Board Encumbrance of the Capital Field Equipment Fund

Resource Management Committee

2.5 FARMS – James Keen 62 (H821), Manatee County

2.6 FARMS – G & G Farms, LLC – North 40 (H828), Hillsborough County

2.7 South Hillsborough Aquifer Recharge Program (SHARP) Phase 2 (N855) – RW-4 IPE

Regulation Committee

2.10 Water Use Permit No. 20006736.007, HMTA Real Estate, LLC and Forestar (USA) Real Estate Group, Inc./HMTA Real Estate, LLC – Toledo Village (Sarasota County)

There was good cause to approve the amended agenda as allowed by Section 120.525, Florida Statutes.

1.6 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddis spoke regarding the use of reclaimed water.

Mr. Don Balaban spoke regarding the costs associated with calibrating water meters on his water use permits and maintenance of the Flint Creek Canal.

Consent Agenda

Finance/Outreach and Planning Committee

2.1 Board Encumbrance of the Capital Field Equipment Fund

Staff recommended the Governing Board approve the encumbrance of up to \$942,210 in FY2024 fund balance within the Capital Field Equipment Fund to carry forward into FY2025 for planned expenditures as approved through the budgetary process.

2.2 Office of Inspector General Employee Reimbursements Audit

Staff recommended the Board approve the employee reimbursements audit.

2.3 Office of Inspector General Cybersecurity Audit

Staff recommended the Board approve the cybersecurity audit.

Resource Management Committee

2.4 Five-Year Water Resource Development Work Program

Staff recommended the Board Authorize staff to submit the proposed Five-Year Water Resource Development Work Program to the Florida Department of Environmental Protection for review. Authorize staff to make minor changes to the report following FDEP conversations before finalizing within the CAR with no further Board action.

2.5 FARMS – James Keen 62 (H821), Manatee County

Staff recommended the Board:

1. Approve the James Keen 62 project for a not-to-exceed project reimbursement of \$380,400 provided by the Governing Board;
2. Authorize the transfer of \$380,400 from fund 010 H017 Governing Board FARMS Fund to the H821 James Keen 62 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

2.6 FARMS – G & G Farms, LLC – North 40 (H828), Hillsborough County

Staff recommended the Board:

1. Approve the G & G Farms, LLC – North 40 project for a not-to-exceed project reimbursement of \$212,246 provided by the Governing Board;
2. Authorize the transfer of \$212,246 from fund 010 H017 Governing Board FARMS Fund to the H828 G & G Farms, LLC – North 40 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

2.7 South Hillsborough Aquifer Recharge Program (SHARP) Phase 2 (N855) – RW-4 IPE

Staff recommended the Board:

1. Approve the IPE results for the SHARP Phase 2 RW-4 well site.
2. Approve the scope change to reduce the number of monitoring wells to two at each of the RW-2 and RW-4 well sites and reduce the District's funding share from \$4,800,000 to \$4,058,820.

Operations, Lands and Resource Monitoring Committee

2.8 Approval of Land Management Plan Updates for Green Swamp Wilderness Preserve and Weekiwachee Preserve

Staff recommended the Board approve the Plan Updates for Green Swamp Wilderness Preserve and Weekiwachee Preserve.

Regulation Committee

2.9 Water Use Permit No. 20021037.001, Sweet Life Acres, LLC/Sweet Life Acres (Hillsborough County)

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

2.10 Water Use Permit No. 20006736.007, HMTA Real Estate, LLC and Forestar (USA) Real Estate Group, Inc./HMTA Real Estate, LLC – Toledo Village (Sarasota County)

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

General Counsel's Report

2.11 Approval of the District's Annual Regulatory Plan for 2024-2025

Staff recommended the Board approve the District's Annual Regulatory Plan for 2024-2025 and execute the certification required by Section 120.74(1)(d), F.S.

2.12 Approval of First Amended and Restated Emergency Order No.SWF 24-020 – Emergency Measures for Tsala Apopka Golf Course Control Structure

Staff recommended the Board approve the First Amended and Restated Emergency Order No. SWF 24-020.

2.13 Approval of Interagency Agreement between South Florida Water Management District and Southwest Florida Water Management District – Designation of Regulatory Responsibility to South Florida Water Management District for an Environmental Resource Permit – Spanish Trail Ranch Reserve Easement – Charlotte County

Staff recommended the Board approve the Interagency Agreement between the South Florida Water Management District and the Southwest Florida Water Management District for the designation of regulatory responsibility for an Environmental Resource Permit for the above-described Project.

Executive Director's Report

2.14 Approve Governing Board Minutes – August 27, 2024

Staff recommended the Board approve minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio – 00:18:43)

Discussion

Finance/Outreach and Planning Committee

Treasurer Ashley Bell Barnett called the committee to order.

3.1 Consent Item(s) Moved to Discussion

2.1 Board Encumbrance of the Capital Field Equipment Fund

Board Member Schleicher requested this item be moved from Consent.

Board Member Schleicher asked about the status of the committed versus uncommitted funds. Ms. Michelle Weaver, Division Director, responded that \$281,000 will be carried over into the new fiscal year in uncommitted funds. She stated there is \$660,000 in committed funds for pending procurements. Board Member Schleicher stated his opposition to carrying over uncommitted funds.

Staff recommended the Governing Board approve the encumbrance of up to \$942,210 in FY2024 fund balance within the Capital Field Equipment Fund to carry forward into FY2025 for planned expenditures as approved through the budgetary process.

A motion was made and seconded to approve staff's recommendation. The motion carried with twelve in favor and one opposed. (Audio – 00:59:33)

3.2 Fiscal Year 2026 Business Plan Update

Ms. Mary Margaret Hull, Lead Project Manager, presented an update on the Fiscal Year (FY) 2026 Business Plan. She explained the purpose of the Business Plan and how it integrates with the budget process and the District's Strategic Plan. Ms. Hull summarized the plan development that assisted in identifying the resource needs over a five-year period (FY2026-FY2030). She stated that a Strength, Weakness, Opportunity, and Threat (SWOT) Analysis was performed to determine the overall strategic position of the organization within its current environment. She outlined drivers associated with five programmatic teams. These programs included population growth, sea level rise and resiliency, regulation and legislation, technology and aging infrastructure. Ms. Hull outlined staffing considerations for FY2026. She summarized improvements to the business planning process, performance metrics and staffing trends. She outlined the next steps associated with the Business Plan. Ms. Hull responded to questions.

This item was for information only. No action was required.

3.3 Budget Update for Fiscal Year (FY) 2025

Mr. Brandon Baldwin, Business and IT Services Director, provided an update to the FY2025 budget. He stated the District was awarded a \$3.7 million grant from the National Oceanic and Atmospheric Administration for the Surface Water Improvement Management Program Cape Haze Ecosystem Restoration project. He stated the grant increases the state, local and federal funding from \$15.2 million to \$18.9 million and reduces the use of reserves by \$3.7 million to balance the budget. Mr. Baldwin stated there were no other changes to the proposed budget.

Staff recommended the Board approve the proposed changes to the FY2025 budget for adoption at the final budget hearing scheduled to be held on September 24, 2024 at 5:01 p.m.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 00:46:15)

3.4 Office of Inspector General Fiscal Year 2024 Annual Report

Mr. Brian Werthmiller, Inspector General, provided the FY2024 Annual report for the Office of Inspector General (OIG). He explained this report is required pursuant to Florida Statute and Governing Board policy. Mr. Werthmiller provided an overview of his required work functions. He provided a summary of the completed work products and other activities associated with the Inspector General office. He highlighted audits, investigations and reviews that were completed for FY2024. Mr. Werthmiller stated that 64 reviews were initiated and explained how reviews are received and the associated processes. Mr. Werthmiller responded to questions.

This item was for information only. No action was required.

3.5 Budget Transfer Report

This item was for information only. No action was required.

Operations, Lands and Resource Monitoring Committee

Board Member Robert Stern called the committee to order.

4.1 Consent Item(s) Moved to Discussion - None

Dr. Chris Anastasiou, Ph.D., Chief Water Quality Scientist, provided an update regarding Tropical Storm Helene. Staff responded to questions.

4.2 Purchase and Sale Contract and Joint Acquisition Agreement with Hillsborough County for Mattaniah Property; SWF Parcel No. 11-709-158

Ms. Ellen Morrison, Land Resources Bureau Chief, presented information that included background information, an area map, Areas of Responsibility associated with the parcel and the offer amount. She explained that the property creates a critical linkage to existing District owned property. Ms. Morrison stated that the property will be managed by Hillsborough County (County) pursuant to a cooperative property agreement. Board Member Schleicher asked if the County was interested in purchasing this property if the District didn't participate. Ms. Morrison responded that she was not made aware of that information. Board Member Schleicher expressed his dissent regarding the purchase of this property.

Staff recommended the Board:

- Accept the appraisals;
- Approve the Purchase and Sale Contract and authorize the Executive Director or designee to sign on the behalf of the District;
- Approve the Joint Acquisition Agreement and authorize the Chair or designee to sign on the behalf of the District;

- Designate SWF Parcel No. 11-709-158 as having been acquired for conservation purposes;
- Authorize staff to make minor changes or corrections to conform documents or correct errors; any substantive changes will be subject to Governing Board review and approval;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms; and
- Approval to encumber and roll the funds for payment in the following year, in the event the closing does not occur before the end of the current fiscal year.

A motion was made and seconded to approve staff's recommendation. The motion carried with twelve in favor and one opposed. (Audio – 01:27:05)

4.3 Overview of the District's Data Collection and Monitoring Activities

Ms. Sandie Will, Data Collection Bureau Chief, provided an overview of the Data Collection Bureau (DCB) and its responsibilities. She explained the Areas of Responsibility the bureau supports, the types of data collected and quality analysis/quality control measures.

Ms. Will provided an overview of the Geohydrologic Data, Hydrologic Data, Water Quality Monitoring and Mapping & GIS sections. She outlined responsibilities associated with each section, data collected and various applications.

Secretary Jack Bispham asked about why some communities can withdrawal from the upper Floridan aquifer and others withdrawal from the Lower Floridan aquifer. He provided an example of The Villages Community and Polk County (County). Mr. Brian Armstrong stated that Polk County currently receives water from the Upper Floridan Aquifer. However, the County will be receiving water from the Lower Floridan Aquifer in the future. Discussion ensued.

This item was for information only. No action was required.

4.4 Purchase and Sale Agreement for Perpetual Easement – Lake Annie, SWF Parcel No. 20-020-140

Ms. Ellen Morrison, Land Resources Bureau Chief, provided an overview of the Land Resources Bureau and responsibilities associated with Land Management and the Real Estate Service sections within the Bureau.

Ms. Morrison summarized property information and explained this easement is required as part of the Data Monitoring and Investigations Team (DMIT) for access and long-term monitoring of a proposed Upper Floridan Aquifer monitor well and a surficial aquifer monitor well at Lake Annie as part of the Central Florida Water Initiative (CFWI).

Secretary Jack Bispham expressed concerns regarding the purchase of this parcel. Ms. Morrison responded to questions. Secretary Bispham asked how often the monitor well would be accessed. Ms. Tamera McBride, Hydrologic Data Section Manager, summarized information and requirements associated with installation of the well, access needed and the monitoring equipment.

Discussion ensued.

Staff recommended the Board:

- Accept the appraisal; and Approve the Purchase and Sale Agreement and authorize the Executive Director or designee to sign on the behalf of the District; and

- Authorize staff to make minor changes or corrections to conform documents or correct errors; any substantive changes will be subject to Governing Board review and approval; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.
- Approval to encumber and roll the funds for payment in the following year, in the event the closing does not occur before the end of the current fiscal year.

A motion was made and seconded to approve staff's recommendation. The motion carried twelve in favor and one opposed. (Audio – 01:55:58/02:01:25)

Resource Management Committee

Board Member Dustin Rowland called the committee to order.

5.1 Consent Item(s) Moved to Discussion

2.5 FARMS – James Keen 62 (H821), Manatee County

Board Member Schleicher requested this item be moved from Consent.

Staff recommended the Board:

1. Approve the James Keen 62 project for a not-to-exceed project reimbursement of \$380,400 provided by the Governing Board;
2. Authorize the transfer of \$380,400 from fund 010 H017 Governing Board FARMS Fund to the H821 James Keen 62 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

A motion was made and seconded to approve staff's recommendation. The motion carried twelve in favor and one opposed. (Audio – 02:24:31)

2.6 FARMS – G & G Farms, LLC – North 40 (H828), Hillsborough County

Board Member Schleicher requested this item be moved from Consent.

Staff recommended the Board:

1. Approve the G & G Farms, LLC - North 40 project for a not-to-exceed project reimbursement of \$212,246 provided by the Governing Board;
2. Authorize the transfer of \$212,246 from fund 010 H017 Governing Board FARMS Fund to the H828 G & G Farms, LLC - North 40 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

A motion was made and seconded to approve staff's recommendation. The motion carried twelve in favor and one opposed. (Audio – 02:25:19)

2.7 South Hillsborough Aquifer Recharge Program (SHARP) Phase 2 (N855) – RW-4 IPE

Board Member Schleicher requested this item be moved from Consent.

Mr. Jay Hoecker, Resource Management Bureau Chief, provided an overview of the South Hillsborough Aquifer Program (SHARP) project and summarized the independent performance evaluation (IPE) of the RW-4 well site. He explained the change in the scope of work for the project. Mr. Hoecker stated there is a reduction in the costs associated with this project.

Board Member Schleicher stated that he has a concern regarding the injection of reclaimed water into the aquifer. He suggested there be more discussion in the future regarding use of reclaimed water for aquifer recharge programs. Staff responded to questions.

Staff recommended the Board:

1. Approve the IPE results for the SHARP Phase 2 RW-4 well site.
2. Approve the scope change to reduce the number of monitoring wells to two at each of the RW-2 and RW-4 well sites and reduce the District's funding share from \$4,800,000 to \$4,058,820.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 02:35:10)

5.2 Polk Regional Water Cooperative Projects Update

Mr. Jay Hoecker, Water Resources Bureau Chief, presented an overview of the history of the Polk Regional Water Cooperative which included the creation of the Central Florida Coordination Area, the Southeast Deep Exploratory Well Project (SE-DEW), the Polk County Comprehensive Water Supply Plan and the Lower Floridan Aquifer Hydrologic Investigation. He summarized projects and provided updates.

Board Member James Holton asked if there was a list of deep well drillers. Mr. Hoecker stated that it is a very specialized type of equipment. Ms. Mary Thomas, Carollo Engineering, responded that drilling has been challenging. She stated there are enough drillers to provide production wells. However, there is currently only one driller that has the proper equipment to complete deep well drilling.

This item was for information only. No action was required.

Regulation Committee

Board Member James Holton called the committee to order.

6.1 Consent Item(s) Moved to Discussion

2.10 Water Use Permit No. 20006736.007, HMTA Real Estate, LLC and Forestar (USA) Real Estate Group, Inc./HMTA Real Estate, LLC – Toledo Village (Sarasota County)

Board Member Schleicher requested this item be moved from Consent.

Board Member Schleicher asked how much of the proposed increased quantities is allocated for the proposed golf course.

Ms. April Breton, Water Use Permitting Compliance Manager, stated the golf course will be allocated 32 percent of the total of permitted use. This allowable amount is 260,000 gallons out of 837,000 permitted quantities per day. The remainder of the permitted quantities will be for lawn and landscape irrigation. Ms. Breton stated repump water and surface water will be used prior to accessing groundwater.

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

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 02:40:11)

6.2 Denials Referred to the Governing Board

No denials were presented.

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion

7.2 Affirm Governing Board Committee Actions

Staff recommended the Board Affirm the actions taken by the Governing Board Committees.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 02:41:07)

Mr. Tumminia, General Counsel, provided an update to Board Member Schleicher's request regarding Item 7.3 from the August meeting. He stated the Attorney General's office acknowledged receipt of the request but did not provide a time frame for a response. Mr. Tumminia stated he will continue to keep the Board informed.

Mr. Tumminia provided an update regarding the discussions with Citrus County (County) regarding Chassahowitzka Campground litigation. He informed the Board that he met with the County Manager and County's outside counsel.. Tumminia stated the contract with the current vendor for the campsite will expire on November 30. The District will be extending that contract to December 31.

Committee/Liaison Reports

8.1 Public Supply Advisory Committee

A written summary of the August 6 meeting was provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, provided highlights of his accomplishments for Fiscal Year 2024. A written summary was provided.

Chair's Report

10.1 Chair's Report

Vice Chair Mitten stated that in accordance with Board Policy 710-2, the executive director and inspector general will present their annual reports and accomplishments for the current fiscal year to the Governing Board. Packets were distributed to the Board Members to be completed. He explained that the Human Resources Office will compile and distribute a Performance Evaluation Summary for both the executive director and the inspector general. The Chair will recommend a final score for the executive director and the Treasurer will recommend a final score for the inspector general. The Board will vote on both recommendations.

Vice Chair Mitten stated the Final FY2025 Budget Hearing will begin at 6:00 p.m. today.

The next regularly scheduled Board meeting is on Tuesday, October 22 at 9:00 a.m., in the Brooksville office.

10.2 Employee Milestones

A written summary was provided.

Adjournment

The meeting adjourned at 5:48 p.m.

Governing Board Meeting

October 22, 2024

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	Discussion: Consent Item(s) Moved to Discussion	334
3.2	Discussion: Action Item: Development of Preliminary Budget for Fiscal Year 2026	335
3.3	Discussion: Action Item: Investment Strategy Quarterly Update	336
3.4	Discussion: Action Item: Knowledge Management: Annual Review of Governing Board Policy, Investments	337
3.5	Submit & File: Information Item: Budget Transfer Report	338
3.6	Submit & File: Information Item: Office of Inspector General Quarterly Update – July 1, 2024 to September 30, 2024	341

FINANCE/OUTREACH AND PLANNING COMMITTEE

October 22, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

Michelle Weaver, P.E., Division Director, Employee, Outreach and General Services Division

FINANCE/OUTREACH AND PLANNING COMMITTEE

October 22, 2024

Discussion: Action Item: Development of Preliminary Budget for Fiscal Year 2026

Purpose

Present the general budget assumptions for development of the District's Preliminary Budget for fiscal year (FY) 2026.

Background

Pursuant to Section 373.535, Florida Statutes, the water management districts (WMDs) are required to submit a Preliminary Budget for the next fiscal year to the Florida Legislature for review by January 15. The statutory language specifies the information to be included in the Preliminary Budget Submission. The President of the Senate and the Speaker of the House of Representatives may submit comments regarding the preliminary budgets to the WMDs on or before March 1 of each year. Each WMD must respond to those comments in writing on or before March 15 of each year.

To initiate the Preliminary Budget development process, staff will provide the Governing Board an overview of factors affecting budget development and recommend acceptance of the general budget assumptions necessary to prepare the District's Preliminary Budget for FY2026. A draft of the Preliminary Budget will be submitted to the Department of Environmental Protection and the Executive Office of the Governor in early December for initial review and comment. On December 17, 2024, staff will provide the draft FY2026 Preliminary Budget to the Governing Board with a request to approve for submission to the Legislature by January 15, 2025.

Staff Recommendation:

Approve the general budget assumptions as outlined in the October 22, 2024 budget presentation for the development of the Preliminary Budget for FY2026.

Presenter:

Brandon Baldwin, Division Director, Business and IT Services Division

FINANCE/OUTREACH AND PLANNING COMMITTEE

October 22, 2024

Discussion: Action Item: Investment Strategy Quarterly Update

Purpose

Provide quarterly update of the investment portfolio.

Background

In accordance with Board Policy, *District Investment Policy*, a quarterly investment report shall include the following:

1. A listing of individual securities by class and type held at the end of the reporting period.
2. Percentage of available funds represented by each investment type.
3. Coupon, discount, or earning rate.
4. Average life or duration and final maturity of all investments.
5. Par value and market value.
6. In addition to the standard gross-of-fee-performance reporting that is presented, net-of-fee performance will be provided by the Investment Manager.
7. A summary of District's investment strategy.
8. The year-end quarterly report ended September 30th will show performance on both a book value and total rate of return basis and will compare the results to the portfolio's performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

The exhibit containing the Quarterly Investment Report for Period Ended September 30, 2024 and Portfolio Holdings will be provided under separate cover.

Staff Recommendation:

Accept and place on file the District's Quarterly Investment Reports for the quarter ended September 30, 2024.

Presenter:

John F. Grady III, Managing Director, Public Trust Advisors, LLC

FINANCE/OUTREACH AND PLANNING COMMITTEE

October 22, 2024

Discussion: Action Item: Knowledge Management: Annual Review of Governing Board Policy, Investments

Purpose

To provide the Board with recommended modifications (if any) to the District's Investment Policy and to solicit input prior to the November 19, 2024 Board meeting.

Background

The Board Policy requires a review of the District's Investment Policy within sixty (60) days following the end of each fiscal year and approval of any modifications made thereto. Fiscal year 2023-24 ended September 30, 2024 and a review is required. The policy is currently being reviewed by management and the District's investment advisory firm. Recommended changes will be provided under separate cover.

Benefits

By reviewing and updating the District's Investment Policy within sixty (60) days following the end of the fiscal year, the Governing Board and management will be in compliance with the Investment Policy.

A copy of the current Investment Policy with the recommended changes redlined throughout the document will be provided under separate cover. A "clean draft copy" of the revised Investment Policy will be included as a consent item in the November 2024 Board packet and approval will be requested at that time.

Staff Recommendation:

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

Presenter:

Brandon Baldwin, Division Director, Business and IT Services Division

FINANCE/OUTREACH AND PLANNING COMMITTEE

October 22, 2024

Submit & File: Information Item: Budget Transfer Report

Purpose

Provide the Budget Transfer Report covering all budget transfers made during the month of September 2024.

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 September 2024.

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
September 2024

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Reason for Transfer	Transfer Amount
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category			
<u>Change from Original Budget Intent</u>					
1	Information Technology Other Contractual Services	Information Technology Other Contractual Services	Transfer of funds originally budgeted for Information Technology Security Operations Center (SOC) and Security Incident and Event Management (SIEM) services. The funds are no longer required due to the initial year of services being less than anticipated. The funds are required for contracted developer services for ongoing security enhancements for the ePermitting system.	\$	75,000.00
2	Procurement Salaries	Procurement Temp Contracted Services	Transfer of funds originally budgeted for full-time equivalent staff salaries in the Procurement Services Office (PSO). The funds are no longer required due to extended, unanticipated vacancies within the PSO. The funds are required for temporary services for the PSO to ensure a consistent level of service and operational continuity.		39,034.80
3	Information Technology Cloud Software Usage Fees	Information Technology Cloud Software Usage Fees	Transfer of funds originally budgeted for recurring cloud subscription fees in support of Districtwide information technology requirements. Expenditures for the year were less than anticipated. The funds are required for the implementation of a replacement Organizational Chart software for the Human Resources Office. The existing software has been in place for more than ten years, is not compatible with Windows 11, and does not integrate with the human resources/payroll system to obtain employee and organizational relationship data.		7,935.00
4	Operations Vegetation Management Services	Operations Chemical Supplies Central Garage Charges	Transfer of funds originally budgeted for contracted invasive plant management services on District conservation lands. Expenditures for the year were less than anticipated. In July, an existing agreement with the Florida Fish and Wildlife Conservation Commission (FWC) was amended for additional scope of work to manage invasive aquatic weeds on the Withlacoochee River. This transfer is for chemical supplies and use of District equipment associated with the additional work, which will be fully reimbursed to the District.		15,000.00
5	General Services Capital Field Equipment Fund	General Services Capital Field Equipment Fund	Transfer of funds originally budgeted for the Capital Field Equipment Fund (CFEF) for the procurement of field equipment. The need for an enclosed trailer for the Land Management Section to haul equipment utilized in prescribed burning was identified after the development of the FY2025 budget. This transfer utilizes CFEF fund balance for the acquisition.		5,299.00
6	Government and Community Affairs Consultant Services	General Services Consultant Services	Transfer of funds originally budgeted for consultant services for continued assistance in identifying grant opportunities in support of the District's mission. Additional services were not required based on the grant opportunities identified. The funds are required for the budgeted contracted Facilities Assessment based on the lowest, qualified bid received for a total of \$235,567.		20,567.00
7	General Services Parts and Supplies	General Services Taxes	Transfer of funds originally budgeted for parts and supplies associated with maintaining District fleet. Expenditures for the year were less than anticipated. The funds are needed for the increase in special assessment property taxes for the Brooksville office.		16,000.00
8	General Services Parts and Supplies	General Services Utilities	Transfer of funds originally budgeted for parts and supplies associated with maintaining District fleet. Expenditures for the year were less than anticipated. The funds are needed for District facility utilities due to rate increases during the fiscal year.		13,000.00
Total Change from Original Budget Intent					191,835.80

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
September 2024

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Reason for Transfer	Transfer Amount
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category			
<u>Consistent with Original Budget Intent</u>					
1	Finance Other Contractual Services	Finance Temp Contracted Services	Funds are needed for the original purpose budgeted for contracted assistance for the Finance Bureau, as required. The funds are being transferred for accounting purposes to track services procured through a temporary service provider.	9,840.00	
2	Engineering and Project Management Consultant Services	Engineering and Project Management Consultant Services	Funds are needed for the original purpose budgeted for high hazard facility emergency action plans and inundation studies. The funds are being transferred from the Engineering and Watershed Management Section to the Design and Construction Management Section to manage the work.	150,000.00	
3	Water Resources Grant - Financial Assistance Grant - Water Conservation	Water Resources Grant - Financial Assistance Grant - Water Conservation	Funds are needed for the original purpose budgeted for seven prioritized alternative water supply development Cooperative Funding Initiative projects with Polk Regional Water Cooperative, Tampa Bay Water and Peace River/Manasota Regional Water Supply Authority. The funds are being transferred for accounting purposes to a newly established fund for the prioritized large-scale projects.	147,605,368.96	
4	Operations Land Resources Salaries & Benefits Central Garage Charges	Operations Land Resources Salaries & Benefits Central Garage Charges	State funds are needed for the original purpose budgeted for the FY2024 appropriation of Land Acquisition Trust Fund (LATF) for land management. These funds were anticipated to reimburse the District for staff salaries and benefits in support of land management activities. The LATF funds are required to be expended by June 30. Personnel expenditures were not enough to fully utilize the \$2.25M appropriated, therefore, the LATF funds will instead reimburse the District for internal central garage charges for equipment used in support of land management activities. This transfer is to align the funding source for land management activities based on the expenditures reimbursed by the FY2024 LATF appropriation.	351,252.00	
Total Consistent with Original Budget Intent				148,116,460.96	
Total Amount Transferred				\$ 148,308,296.76	

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.

FINANCE/OUTREACH AND PLANNING COMMITTEE

October 22, 2024

Submit & File: Information Item: Office of Inspector General Quarterly Update – July 1, 2024 to September 30, 2024

Background and Purpose:

In accordance with the Office of Inspector General Charter Governing Board Policy, the Inspector General is required, on a quarterly basis, to update the Committee regarding work and other matters.

Staff Recommendation:

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

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Michelle Williamson
Chair, Hillsborough

John Mitten
Vice Chair, Hernando, Marion

Jack Bispham
Secretary, Manatee

Ashley Bell Barnett
Treasurer, Polk

Ed Armstrong
Former Chair, Pinellas

Kelly S. Rice
Former Chair, Citrus, Lake,
Levy, Sumter

Joel Schleicher
Former Chair, Charlotte,
Sarasota

Josh Gamblin
DeSoto, Hardee, Highlands

John Hall
Polk

James Holton
Pinellas

Dustin Rowland
Pasco

Robert Stern
Hillsborough

Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

October 22, 2024

MEMORANDUM

TO: Finance/Outreach & Planning Committee
Remaining Governing Board members

FROM: Brian Werthmiller, CPA, Inspector General

SUBJECT: Office of Inspector General Quarterly Update July 1, 2024 to September 30, 2024

The purpose of this memo is to satisfy the Office of Inspector General (OIG) Charter Governing Board Policy regarding updates with the Finance/Outreach and Planning Committee.

I am pleased to provide you the most recent quarterly update. During the quarter ending September 30, 2024:

- The 6-month follow-up on the status of corrective actions taken by the District for the two recommendations made by the Auditor General from report number 2024-112 was provided to the Governing Board on July 12, 2024.
- The OIG quarterly update for the quarter ending June 30, 2024 was submitted to the Governing Board on July 23, 2024.
- The OIG received requests from the District to review reports, policies, procedures, and other information. A review typically will provide a recommendation from the OIG for the requestor's consideration. Reviews can also be OIG initiated projects. During the quarter ending September 30, 2024, the OIG initiated 17 reviews. The State of Florida's Office of Program Policy Analysis and Government Accountability (OPPAGA) is performing an audit of the District's review process over permits.
- Four complaints were closed with no investigation considered necessary by the OIG.
- During December 2023, the District reported to the local Sheriff's office approximately \$46,000 of equipment was stolen from one of its well construction sites. Recovery of the equipment has not occurred. Subsequent to the theft, the District implemented additional security measures. During August 2024, the OIG performed a site visit at one of the District sites and noted additional security measures were in place.
- The OIG cybersecurity audit was approved by the Governing Board on September 24, 2024. This audit included a recommendation to ensure the confidentiality, integrity, and availability of District IT data and resources, the District should improve IT security controls related to information security, vulnerability management, and monitoring.
- The OIG employee reimbursements audit was approved by the Governing Board on September 24, 2024. This audit included three recommendations: (1) To ensure compliance with governing documents, the District should enhance processes and procedures over the education reimbursement program to ensure proper documentation is obtained to support amounts requested for reimbursement, reimbursements are for out-of-pocket expenses paid by the employee, classes are

This document complies with WCAG 2.1 AA Standards

pre-approved, and final grades are obtained. In addition, the District should enhance processes and procedures to timely process recovery of education reimbursements of separating employees when possible. (2) The District should enhance procedures to ensure that payments for professional certification expenses are paid in accordance with governing documents. In addition, the District should enhance processes and procedures during the employee's resignation period to ensure that recoveries are in accordance with governing documents. (3) The District should enhance procedures to ensure safety shoes are compliant with the safety standards per governing documents and maintain detailed receipts of the safety shoes that are purchased.

- The OIG FY 2024 Annual Report was submitted to the Governing Board on September 24, 2024. This report provides relevant information regarding the most recent peer review of the audit function which the OIG received the highest rating of pass, performance measures, a summary of the audit, review, and investigation functions, and other accomplishments during the period.

Office of Inspector General Performance Measures		
Performance Measures – Non-Routine	Goal	Status Through 9/30/2024
Complete statutorily required 6-month status report for any corrective actions as identified by the Auditor General.	Submit to the Board 6 months from the Auditor General report date. The AG released their report on 1/19/2024.	Completed 7/12/2024.
Monitor and report to the Board as required by policy, the District's response to Auditor General recommendations not corrected by the 6-month update.	Submit to the Board by September 2024.	Completed 7/12/2024 and 9/24/24.
Complete one audit as determined by the 2024 audit plan.	Submit to the Board by September 2024.	Two audits completed by 9/24/2024.
Appropriate time allocated to efforts resulting in reporting to the Board.	65% of chargeable hours.	83%
Performance Measures - Routine	Goal	Status Through 9/30/2024
Risk assessment and audit plan.	Submit to the Board by January 2024.	Completed 1/23/2024.
Inspector General FY 2024 annual report.	Submit to the Board September 2024.	Completed 9/24/2024.
Updates to the Finance/Outreach & Planning Committee including IG performance measures.	Submit to the Board the month following each quarter-end.	100%

Governing Board Meeting
October 22, 2024

4. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

4.1 **Discussion:** Consent Item(s) Moved to Discussion 344

RESOURCE MANAGEMENT COMMITTEE

October 22, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

Governing Board Meeting
October 22, 2024

5. **RESOURCE MANAGEMENT COMMITTEE**

5.1 **Discussion:** Consent Item(s) Moved to Discussion 345

5.2 **Discussion:** Information Item: Hydrologic Conditions Report 346

5.3 **Discussion:** Action Item: Purchase and Sale Agreement for Perpetual Easement – Coley
 Deep Replacement; SWF Parcel No. 20-020-110 (Polk County) 347

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

October 22, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

Brian S. Starford, P.G., Division Director, Operations, Lands and Resource Monitoring Division

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

October 22, 2024

Discussion: Information Item: Hydrologic Conditions Report

- September is the last month of the four-month wet season (June through September). Monthly rainfall was plentiful, regionally variable, and mainly associated with summer sea breeze/convective rain showers, with modest amounts related to Hurricane Helene (Sep. 25-27) that delivered approximately 1.8 inches of rainfall Districtwide, with approximately 3.2 inches or less to localized areas.
- **Rainfall:** Provisional (Sep. 1-30) rainfall totals were above normal in the northern and central counties, while they were within the normal range in the southern counties. The Districtwide 12-month cumulative rainfall total shifted from a deficit to a 2.45-inch surplus above the long-term historical average between the start and end of the month.
- **Streamflow:** Monthly streamflow decreased at nine monitoring stations, while it increased at three stations, compared to last month. Ten stations reported normal streamflow, while two reported above-normal flow. Regional streamflow, based on three index rivers, was within the normal range in the Northern and Southern regions and in the above-normal range in the Central region.
- **Groundwater:** Regional aquifer-level percentiles increased in all three regions of the District, compared to last month. Aquifer levels ended the month within the normal range in all three regions.
- **Lake Levels:** Regional lake levels increased in all four lake regions. Regional levels ended the month below normal in the Northern region, while they ended the month within the normal range in the Tampa Bay, Polk Uplands and Lake Wales Ridge regions.
- **Overall:** Most regional hydrologic indicators improved in September and were in the normal to above-normal range of historical values, except as noted. The National Oceanic and Atmospheric Administration (NOAA) predicts equal chances for normal, above-normal or below-normal rainfall through December 2024. The tropics remain very active and could bring additional rainfall to the District during the remaining tropical storm season.

Staff Recommendation:

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

Presenter:

Tamera McBride, Hydrologic Data Manager, Data Collection Bureau

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

October 22, 2024

Discussion: Action Item: Purchase and Sale Agreement for Perpetual Easement – Coley Deep Replacement; SWF Parcel No. 20-020-110 (Polk County)

Purpose

The Purpose of this item is to request Governing Board approval of a purchase and sale agreement for the less-than-fee acquisition of a Perpetual Easement (Easement) between the District and Jimmy L. Hutto and Michelle Hutto, husband and wife. This Easement is required for access and long-term monitoring of a proposed upper Floridan aquifer monitor well and a surficial aquifer monitor well at the Coley Deep Replacement well site as part of the Central Florida Water Initiative (CFWI). The Easement would allow for perpetual access, construction, monitoring, and maintenance of the wells. A General Location Map, Site Map, the Purchase and Sale Agreement, and the Easement are included as Exhibits 1, 2, 3, and 4, respectively.

Background/History

The Coley Deep data collection site is an existing site in Polk County that is used for long-term upper Floridan aquifer water level and water quality monitoring. The Coley Deep well is a “sentinel” well that provides data to monitor recovery progress in the Southern Water Use Caution Area (SWUCA) and has a period of record dating back to the 1960s. This well site was later included in the Data, Monitoring, and Investigations Team (DMIT) Hydrogeologic Annual Work Plan FY2021-FY2025 (February 2021) to add a surficial aquifer monitor well for the CFWI. There is no agreement in place for the existing well site and efforts to secure one have not been successful. Therefore, a replacement site is needed to construct one Upper Floridan aquifer monitor well, and one surficial aquifer monitor well. Upper Floridan aquifer and surficial aquifer monitoring near lakes and wetlands by the DMIT is part of the CFWI regional monitoring network. Upper Floridan aquifer and surficial aquifer monitoring near lakes with established minimum lake levels is essential to enhance the District’s understanding of the lake, construct water budget models, and monitor changes in water levels. Data from the replacement well site will be used to relate changes in nearby lake water levels to water level changes in the surficial aquifer and Upper Floridan aquifer due to groundwater withdrawals and complete minimum lake level status assessments.

Property Information

The proposed easement interests to be acquired are a perpetual well site easement of 200 square feet (20 feet x 10 feet) and a perpetual access easement of 870 square feet (87 feet x 10 feet), totaling 1,070 square feet. The owner is also granting a six-month temporary license agreement for a temporary construction area of 10,000 square feet (100 feet x 100 feet). The parent parcel is a 0.25-acre residential property located at the southwest corner of South Orange Avenue and East 2nd Street, between Reedy Lake and Lake Clinch in the city of Frostproof, Polk County, Florida. The Future Land Use classification is CG, Commercial General.

Management/Maintenance Costs

The proposed transaction is for an easement interest. The District would not be responsible for any management or maintenance costs for the easements.

Appraisal

In accordance with District Policy and Section 373.139, Florida Statutes, for property that is estimated to have a value under \$1,000,000 one appraisal was obtained. The report was prepared by Kyle Catlett, MAI

and has a date of valuation of May 31, 2024. The appraisal has been determined by District staff to meet the necessary District requirements and contain enough factual data to support the value conclusion.

Highest and Best Use – The highest and best use for the property, as determined by the appraiser based on the physically possible, legally permissible, and financially feasible uses would be for residential use.

Valuation

The appraiser used the “Across the Fence” methodology in establishing the market value of the fee simple interest for the permanent wellsite easement area. The appraiser determined the per-square-foot fee simple land value to be \$4.00. Acquisition of surface easement rights of this nature are typically compensated based on 90 percent to 100 percent of the market value of the fee simple interest. Based on the size, shape, depth, and location of the permanent well site easement, it was judged to have a severe impact on the surface and subsurface use and therefore should represent 100 percent of the fee simple land value. Therefore, the 200 square feet of easement rights for the permanent well site was valued at \$800.

The appraiser also used the “Across the Fence” methodology for the perpetual access easement. Acquisition of surface easement rights of this nature are typically compensated based on 75 percent to 89 percent of the market value of the fee simple interest. Based on the size, shape, location, and non-exclusive use of the area of this easement, it was judged to have a major impact on the surface use and, in the opinion of the appraiser, should represent 89 percent of the fee simple land value. Therefore, the 870 square feet of easement rights for perpetual access were valued and rounded to \$3,100.

For the temporary construction area, the per-square-foot land value of the adjacent and contiguous parent tract is the best indicator of land value. The property owner is only entitled to payment for this area during the construction period. The appraiser applied an annual rate of return on the land based on the six-month term of the temporary license agreement. According to the appraiser’s calculations, the 10,000 square foot temporary construction area was valued and rounded to \$1,975.

Analysis

Based on the analysis of all factors known to influence value for the subject property, the appraiser’s market value of the permanent wellsite easement, the perpetual access easement, and use of the temporary construction area totaled \$5,875.00.

Negotiated Transaction

The following is a summary of the terms negotiated between the District and Jimmy L. Hutto and Michelle Hutto, husband and wife. The Purchase and Sale Agreement is attached as Exhibit 3.

- The District will assume the expense of the title commitment, title insurance, one appraisal, survey, and applicable closing costs.
- The purchase is based on the accepted offer of \$5,875.00 for 1,070 square foot well site and access easements and 10,000 square foot temporary construction area.

Staff Recommendation:

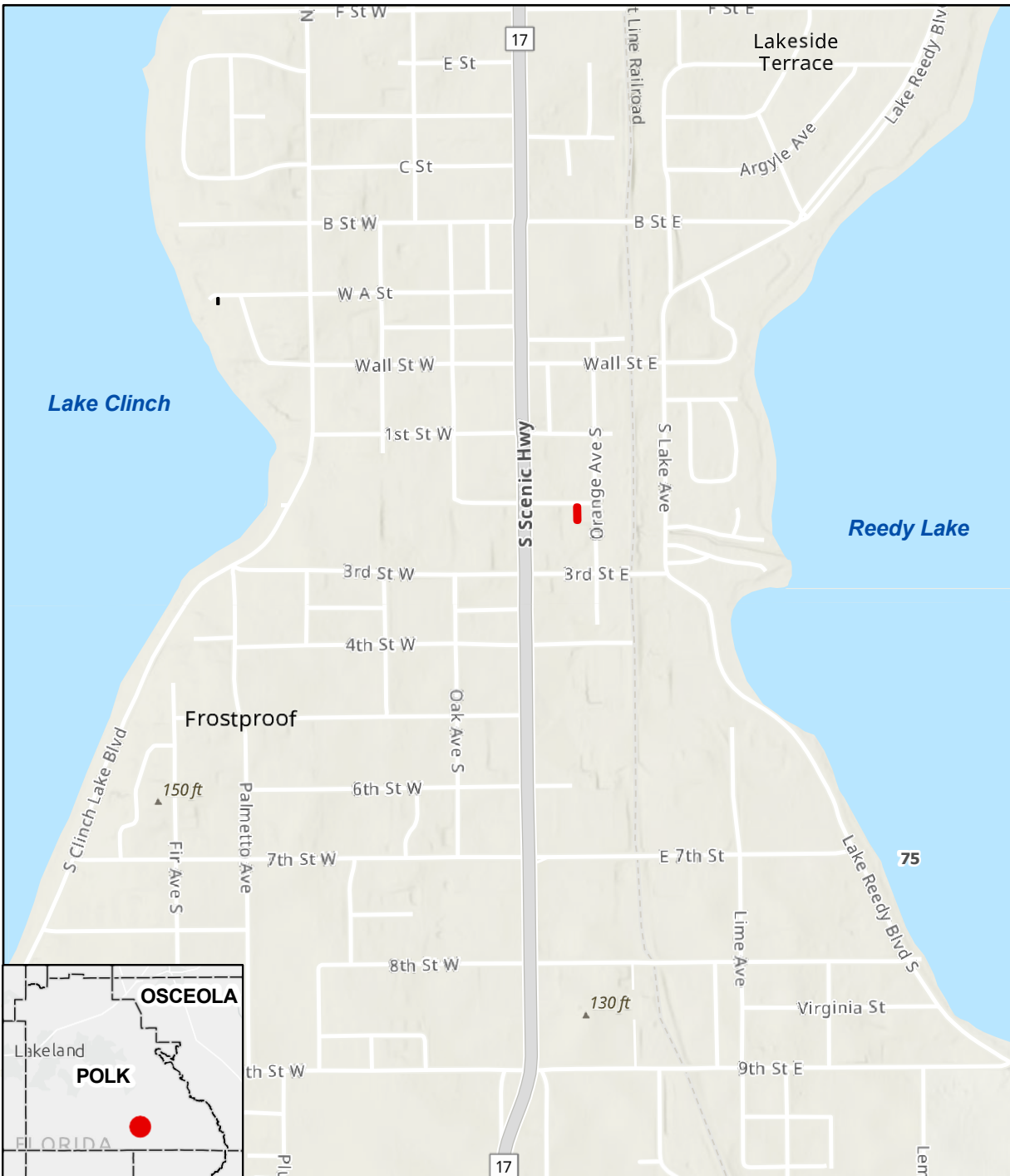
- Accept the appraisal; and Approve the Purchase and Sale Agreement and authorize the Executive Director or designee to sign on the behalf of the District; and

- Approve the Easement; and authorize the Chair and Secretary to sign on behalf of the District; and
- Authorize staff to make minor changes or corrections to conform documents or correct errors; any substantive changes will be subject to Governing Board review and approval; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms; and
- Approval to encumber and roll the funds for payment in the following year, in the event the closing does not occur before the end of the current fiscal year.


Presenter:

Mike Singer, Real Estate Services Manager, Land Resources Bureau

Exhibit 1
Coley Deep Replacement
CFWI SWF Parcel No.
20-020-110 Location Map



Esri, NASA, NGA, USGS, FEMA, University of South Florida, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS, Esri Community Maps Contributors, University of South Florida, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

 **Coley Well Site and Access Easements**

0 500 1,000
 Feet



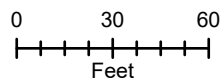
Southwest Florida
 Water Management District

**Exhibit 2
Coley Deep Replacement
CFWI SWF Parcel No.
20-020-110 Site Map**



Maxar, Microsoft, Esri Community Maps Contributors, University of South Florida, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

- Coley Access Easement
- Coley Well Site Easement



Coley Deep Replacement – CFWI Data Collection Site
SWF Parcel No. 20-020-110
Approved by Attorney: _____
Tax I.D. No. 28-31-33-978310-006013

PURCHASE/SALE AGREEMENT

This Agreement, made and entered into by and between Jimmy L. Hutto and Michelle Hutto, whose mailing address is PO Box 728, Frostproof, FL 33843-0728, hereinafter referred to as the "Seller," and the Southwest Florida Water Management District, a public corporation, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District" and collectively the "Parties".

WITNESSETH:

WHEREAS, the District desires to acquire a portion of Seller's property hereinafter described as the Coley Deep Replacement CFWI Data Collection Site (SWF Parcel No. 20-020-110), that will support the data collection part of an authorized project known as the Central Florida Water Initiative.

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

1. **PROPERTY.** Subject to the terms, covenants and conditions set forth in this Agreement, the Seller agrees to sell to the District, and the District agrees to purchase from the Seller, that certain real property situated in Polk County, Florida (hereinafter referred to as "Property"), more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.
2. **EFFECTIVE DATE.** If this Agreement is not executed by the Seller on or before _____, 2024, the District's offer contained in this Agreement is withdrawn and is thereafter null and void. The effective date of this Agreement will be on the day and year the last of the Parties has signed below.
3. **APPROVAL.** This Agreement is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Agreement and all the terms and conditions hereof, the District will notify the Seller thereof in writing and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.
4. **PURCHASE PRICE.** The total purchase price will be \$5,875 payable in cash by the District to the Seller at closing.
5. **TITLE.** The Seller will deliver to the District, at the closing, marketable title to the Property, free and clear of all leases, liens, mortgages, and other encumbrances not acceptable to the District. The District, at its expense, will obtain a title insurance policy, insuring the District's interest in the Property in the full amount of the purchase price upon closing the transaction. If the District finds the title to be unmarketable, or if the District cannot obtain a

commitment for a title insurance policy, the District may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found or may adjust the purchase price to reflect any decrease in value due to such defect.

6. ENVIRONMENTAL.

A. If at any time between execution hereof and the closing the District determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Comprehensive Environmental Resource Compensation and Liability Act, 42 U.S.C. 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq., or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, hereinafter collectively referred to as "Contaminants", on the Property, the District may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no Contaminants had been found.

B. The Seller warrants and represents to the District that it is not aware of any Contaminants as defined herein deposited, located, placed or released on the Property.

7. CLOSING. The sale will be closed on or before December 31, 2024, unless extended by mutual Agreement of the Parties in writing. During the period from the Seller's execution of this Agreement until closing, neither the Seller nor anyone under the Seller's control or direction will commit or allow to be committed any act which diminishes the value of the Property.

8. TAXES AND ASSESSMENTS. Taxes and assessments on the property will be prorated through the date of closing. The proceeds will be increased or decreased as may be required by the proration of said items. If the amount of taxes and assessments for the year in which the closing occurs cannot be ascertained, rates, millages and assessed valuations of the previous year, with known charges, will be used, with allowance for homestead or other exemptions if allowed for either year. It is understood and agreed to by the Parties that the Seller is responsible for all prorated assessments and taxes that are, in fact, more than the estimate that is based on valuation of previous years, and such will be promptly paid by Seller to the District. All real estate taxes and assessments which are, or which may become a lien against the Property will be satisfied by the Seller at closing. In the event the District acquires fee title to the Property between January 1 and November 1, Seller will, in accordance with Section 196.295, Florida Statutes, place in escrow with the County Tax Collector an amount equal to the current taxes prorated to the date of closing. In the event the District acquires fee title to the Property on or after November 1, Seller will pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector.

9. PERPETUAL EASEMENT. Upon payment of the purchase price as provided in paragraph 4, the Seller will convey the rights to the Property contemplated herein to the District or its assigns by "Perpetual Easement" free and clear of all leases, liens, mortgages and other encumbrances not acceptable to District except taxes for the year in which the closing occurs. The documentary stamp tax on the easement and costs for recording the easement will be paid by the District.

10. SURVEY. Prior to closing, the Property will be surveyed at the expense of the District. The survey will be attached hereto and incorporated herein by this reference as Exhibit "B". If

the survey shows any encroachments on the Property or that any improvements located on the Property encroach on other lands, the District, at its option, may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found; or may adjust the purchase price.

11. ENCROACHMENTS AND ENCUMBRANCES. After the Seller's execution of this Agreement until the Seller delivers the exclusive occupancy and possession of the Property to the District, neither the Seller nor anyone under the Seller's control or direction will cause or allow any encroachments or encumbrances on the Property not existing on the date of the Seller's execution hereof. At the closing, the Seller will furnish the District with the Seller's affidavit, stating that neither the Seller nor anyone under the Seller's control or direction have taken any action to encumber the Property or otherwise adversely affect the status of the title thereto, or diminish the value of the interest in the Property to be acquired by the District. If the Seller is a corporation or other business entity, the Seller will also furnish the District with the Seller's Non-Foreign Corporate Affidavit at or before the closing as required by Section 1445(b)(2) of the United States Revenue Code to relieve the District from withholding any income or capital gains taxes on the purchase price.

12. DISCLOSURE. The Seller will comply with the disclosure requirements pursuant to Section 286.23, F.S., real property conveyed to public agency; disclosure of beneficial interests, if applicable.

13. PROCEEDS. At closing, the distribution of the purchase amount will be made by the District to the title company in the form of a check or wire transfer. Final distribution of the Seller's proceeds will be made to the Seller by the title company.

14. OTHER AGREEMENTS. No Agreement or understanding, verbal or in writing, unless incorporated herein, will be binding upon the Parties.

15. BINDING EFFECT. The covenants herein contained will bind, and the benefits and advantages hereof will inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; whenever used herein, the singular will include the plural, the plural will include the singular, and the use of any gender will include the other.

16. SURVIVAL OF CONTRACT TERMS. The terms and conditions of this Agreement will survive the closing of the sale of the Property.

17. NOTICE. Any notice which must or may be given under this Agreement or by law will be in writing and will be deemed to have been given when delivered by personal delivery or when deposited in the United States mail, certified, return receipt requested, full postage prepaid to the District or to the Seller at the addresses set forth above.

18. CONSTRUCTION. The Seller and the District acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

20. **SEVERABILITY.** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination will not render void, invalid or unenforceable any other section or any part of any section of this Agreement.

21. **WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement.

22. **PUBLIC RECORDS.** All records and documents generated or received by the Parties in relation to this Agreement are subject to the Public Records Act, Chapter 119, F.S., except that appraiser reports, offers and counteroffers are confidential and exempt from the provisions of Section 119.07(1), F.S., until an option contract is executed, or if no option contract is executed, until thirty (30) days before a contract or Agreement for purchase is considered for approval by the District Governing Board pursuant to Section 373.139(3)(a), F.S.

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

Seller: Jimmy L. Hutto and Michelle Hutto

By: _____
Jimmy L. Hutto

Date: _____

By: _____
Michelle Hutto

Date: _____

Buyer: Southwest Florida Water Management District

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

Date: _____

EXHIBIT "A"

Legal Description Parcel 20-020-110 (Well Site Area)

A strip of land being a portion of Lot 1, Block 6, FROSTPROOF, US Government Lot 2, as recorded in Plat Book 1, Page 41, of the Public Records of Polk County, Florida, said strip of land also being a portion of the lands described per Official Records Book 11587, Page 1790, of the Public Records of Polk County, Florida, lying and being in Section 33, Township 31 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northeast corner of Lot 1, Block 6, FROSTPROOF, US Government Lot 2, as recorded in Plat Book 1, Page 41, of the Public Records of Polk County, Florida; thence coincident with the South right-of-way boundary of 2nd Street East per said plat FROSTPROOF, S 89°21'45" W a distance of 83.00 feet; thence departing said South right-of-way boundary, S 00°45'39" E a distance of 87.00 feet to the POINT OF BEGINNING; thence S 00°45'39" E a distance of 20.00 feet; thence S 89°21'45" W a distance of 10.00 feet; thence N 00°45'39" W a distance of 20.00 feet; thence N 89°21'45" E a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 200.00 square feet, 0.005 acres, more or less.

Legal Description Parcel 20-020-110 (Access Area)

A strip of land being a portion of Lot 1, Block 6, FROSTPROOF, US Government Lot 2, as recorded in Plat Book 1, Page 41, of the Public Records of Polk County, Florida, said strip of land also being a portion of the lands described per Official Records Book 11587, Page 1790, of the Public Records of Polk County, Florida, lying and being in Section 33, Township 31 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northeast corner of Lot 1, Block 6, FROSTPROOF, US Government Lot 2, as recorded in Plat Book 1, Page 41, of the Public Records of Polk County, Florida; thence coincident with the South right-of-way boundary of 2nd Street East per said plat FROSTPROOF, S 89°21'45" W a distance of 83.00 feet to the POINT OF BEGINNING; thence departing said South right-of-way boundary, S 00°45'39" E a distance of 87.00 feet; thence S 89°21'45" W a distance of 10.00 feet; thence N 00°45'39" W a distance of 87.00 feet; thence N 89°21'45" E a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 870.00 square feet, 0.020 acres, more or less.

Exhibit 4

Prepared by:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604

Return recorded original to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
Attn. Land Resources Bureau

PERPETUAL EASEMENT

This Easement ("Easement") is made and entered into this ____ day of _____ 2024, by and between Jimmy L. Hutto and Michelle Hutto, husband and wife, having a mailing address of PO Box 728, Frostproof, FL 33843-0728, hereinafter called "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee".

Grantor, for and in consideration of the sum of Ten Dollars and no cents (\$10.00) 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 easement to enter upon, over and across and to use any and all lands more particularly described below for solely for the following purposes:

- a. To construct, maintain, repair or replace two monitoring wells and data monitoring equipment over the land more particularly described on **Exhibit "A"** (the "Well Site Easement Area"); and
- b. For ingress and egress upon, over and across the land more particularly described on **Exhibit "A"** (the "Access Easement Area") to access the monitoring wells and equipment in order to perform hydrologic measurements.

Grantee shall exercise all of 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 Well Site Easement Area and Access Easement Area in any manner not inconsistent with this Easement; provided, however, that Grantor shall avoid physically disturbing the well casing or cover (water meter box) of the monitoring well or wells in any way. Grantee hereby agrees to restore the Access Easement Area to the same condition as it was prior to any construction, maintenance, repair or access by Grantee.

Grantee hereby agrees to protect, indemnify and hold harmless the Grantor from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Well Site Easement Area or the Access Easement Area by the Grantee and its contractors and agents, except to the extent such liability is finally judicially determined to directly arise from the willful misconduct or negligence of the Grantor. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Grantor believes is

covered by this indemnity, the Grantor shall give the Grantee notice of the matter. Any failure or delay of the Grantor to notify the Grantee of any such suit, claim or demand shall not relieve the Grantee of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay. This provision shall not be construed as a waiver of Grantee's sovereign immunity for torts or an extension of such liability beyond the limits established in Section 768.28, F.S.

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. This Easement may be amended or modified only by an instrument signed by Grantor and Grantee.

The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida. In the event of any dispute arising out of this Easement or any instrument given in connection herewith, or in the event it shall become necessary for any party to employ counsel to protect the party under this Easement or any instrument given in connection herewith, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the Grantee's sovereign immunity or extend the Grantee's liability beyond the limits established in Section 768.28, F.S.

This grant shall not constitute a dedication to the public, and no parties shall have any rights or entitlements pursuant to the terms of this Easement except as specifically set forth herein.

[signature pages follows]

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

Grantor:

Signed, sealed and delivered

Jimmy L. Hutto in the presence of:

Witness #1 signature

Print Witness #1 name

Date:

Witness #2 signature

Print Witness #2 name

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by _____. He/She [] is personally known to me or has produced _____ as identification.

(Seal)

Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____

My Commission

Expires: _____

Grantor:

Signed, sealed and delivered
in the presence of:

Michelle Hutto

Witness #1 signature

Print Witness #1 name

Date:

Witness #2 signature

Print Witness #2 name

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by _____. He/She [] is personally known to me or has produced _____ as identification.

(Seal)

Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____
My Commission
Expires: _____

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

Grantee:

Signed, sealed and delivered
In the preserve of:

Southwest Florida Water Management
District

Witness #1 signature

By: _____
Name: Michelle Williamson
Title: Chair

Print Witness #1 name

ATTEST:

Witness #2 signature

By: _____
Name: Paul J. Bispham
Title: Secretary

Print Witness #2 name

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____, for the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District. He/She [] is personally known to me or has produced _____ as identification.

(Seal)

Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____
My Commission
Expires: _____

EXHIBIT "A"

Legal Description Parcel 20-020-110 (Well Site Area)

A strip of land being a portion of Lot 1, Block 6, FROSTPROOF, US Government Lot 2, as recorded in Plat Book 1, Page 41, of the Public Records of Polk County, Florida, said strip of land also being a portion of the lands described per Official Records Book 11587, Page 1790, of the Public Records of Polk County, Florida, lying and being in Section 33, Township 31 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northeast corner of Lot 1, Block 6, FROSTPROOF, US Government Lot 2, as recorded in Plat Book 1, Page 41, of the Public Records of Polk County, Florida; thence coincident with the South right-of-way boundary of 2nd Street East per said plat FROSTPROOF, S 89°21'45" W a distance of 83.00 feet; thence departing said South right-of-way boundary, S 00°45'39" E a distance of 87.00 feet to the POINT OF BEGINNING; thence S 00°45'39" E a distance of 20.00 feet; thence S 89°21'45" W a distance of 10.00 feet; thence N 00°45'39" W a distance of 20.00 feet; thence N 89°21'45" E a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 200.00 square feet, 0.005 acres, more or less.

Legal Description Parcel 20-020-110 (Access Area)

A strip of land being a portion of Lot 1, Block 6, FROSTPROOF, US Government Lot 2, as recorded in Plat Book 1, Page 41, of the Public Records of Polk County, Florida, said strip of land also being a portion of the lands described per Official Records Book 11587, Page 1790, of the Public Records of Polk County, Florida, lying and being in Section 33, Township 31 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northeast corner of Lot 1, Block 6, FROSTPROOF, US Government Lot 2, as recorded in Plat Book 1, Page 41, of the Public Records of Polk County, Florida; thence coincident with the South right-of-way boundary of 2nd Street East per said plat FROSTPROOF, S 89°21'45" W a distance of 83.00 feet to the POINT OF BEGINNING; thence departing said South right-of-way boundary, S 00°45'39" E a distance of 87.00 feet; thence S 89°21'45" W a distance of 10.00 feet; thence N 00°45'39" W a distance of 87.00 feet; thence N 89°21'45" E a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 870.00 square feet, 0.020 acres, more or less.

Governing Board Meeting

October 22, 2024

6. REGULATION COMMITTEE

6.1	Discussion: Consent Item(s) Moved to Discussion	363
6.2	Discussion: Action Item: Denials Referred to the Governing Board	364

REGULATION COMMITTEE

October 22, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation Division

REGULATION COMMITTEE

October 22, 2024

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 Division

Governing Board Meeting
October 22, 2024

7. GENERAL COUNSEL'S REPORT

7.1	Discussion: Consent Item(s) Moved to Discussion	365
7.2	Discussion: Action Item: Affirm Governing Board Committee Actions	366

GENERAL COUNSEL'S REPORT

October 22, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

Chris Tumminia, General Counsel, Office of General Counsel

GENERAL COUNSEL'S REPORT

October 22, 2024

Discussion: Action Item: Affirm Governing Board Committee Actions

The Governing Board has established four committees for conducting District business: the Finance/Outreach & Planning Committee; the Operations, Land, & Resource Monitoring Committee; the Regulation Committee; and the Resource Management Committee. Each committee is a committee of the whole with all Governing Board members serving as committee members.

The Governing Board, sitting as a committee, considers and takes action on discussion agenda items during each Governing Board meeting. In order to clarify for the record that the Governing Board has taken action, the actions taken by the committees will be presented to the Board for affirmation.

Staff Recommendation:

Affirm the actions taken by the Governing Board Committees.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

COMMITTEE/LIAISON REPORTS

October 22, 2024

Discussion: Information Item: Agricultural and Green Industry Advisory Committee

Staff Recommendation:

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

Presenter:

Dustin Rowland, Board Member

EXECUTIVE DIRECTOR'S REPORT

October 22, 2024

Discussion: Information Item: Executive Director's Report

Staff Recommendation:

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

Presenter:

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

CHAIR'S REPORT

October 22, 2024

Discussion: Information Item: Chair's Report

Staff Recommendation:

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

Presenter:

Michelle Williamson, Chair

CHAIR'S REPORT

October 22, 2024

Discussion: Information Item: Employee Milestones

Staff Recommendation:

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

Presenter:

Michelle Williamson, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	10/07/2019	David Stephen	GIS Analyst	Brooksville	Data Collection	2024	10/07/2024
5	10/21/2019	Brandee Alexander	Staff Engineer	Tampa	Environment Res Perm	2024	10/21/2024
10	10/20/2014	Joyce Chisolm	Low Risk Permit Evaluator	Tampa	Environment Res Perm	2024	10/20/2024
15	10/05/2009	Garrett Snider	Vegetation Management Manager	Brooksville	Operations	2024	10/05/2024
25	10/29/1999	Tim Lohner	Well Driller, Senior	Brooksville	Data Collection	2024	10/29/2024

CHAIR'S REPORT

October 22, 2024

Discussion: Action Item: 2024 Employee Evaluation and 2025 Performance Goals for the Executive Director and Inspector General

Board Policy No. 710-2 governs the performance evaluation process for the Executive Director and Inspector General. The Policy provides that:

- Each Board member shall independently provide input on the Executive Director's and Inspector General's performance in anticipation of Governing Board approval of the annual employee evaluation for each employee.
- The Executive Director shall provide input on the 2024 administrative performance of the Inspector General.
- With this input, the Governing Board Chair will draft the Executive Director's 2024 evaluation and the Governing Board Treasurer drafts the Inspector General's 2024 evaluation.
- The Executive Director and Inspector General shall provide the Board with their proposed goals for 2025, against which they will be reviewed in the next year.

Consistent with Board Policy No. 710-2, at this meeting:

1. The Board Chair will provide to the Governing Board her draft 2024 evaluation for the District's Executive Director, Brian J. Armstrong, and the Board Treasurer will provide to the Governing Board her draft 2024 evaluation for the District's Inspector General, Brian R. Werthmiller. The Governing Board will have an opportunity to review, discuss and make any changes that it may wish to make to these draft evaluations. The Governing Board will also be asked to approve these evaluations so that they can be finalized and delivered to the employees.
2. Executive Director Brian J. Armstrong will present his proposed 2025 performance goals for approval. Inspector General Brian R. Werthmiller's goals were included as part of the Inspector General Performance Measures item on today's consent agenda.

Staff Recommendation:

- Adopt and approve the 2024 employee evaluations of Executive Director Brian J. Armstrong and Inspector General Brian R. Werthmiller that were completed by the Governing Board Chair and the Governing Board Treasurer, respectively.
- Adopt and approve the 2025 Executive Director goals.

Presenter:

Michelle Williamson, Chair

Ashley Bell Barnett, Treasurer