SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Governing Board Meeting

Agenda and Meeting Information

September 22, 2026

3:00 p.m.

Tampa Office

7601 US 301 North • Tampa, Florida

(813) 985-7481 • 1-800-423-1476

Southwest Florida Water Management District

WATERMATTERS.ORG • 1-800-423-1476

This document complies with WCAG 2.2 AA standards

Southwest Florida Water Management District

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.

MEETING NOTICE

Final Agenda
GOVERNING BOARD MEETING

SEPTEMBER 22, 2026
3:00 PM

7601 US 301 North, Tampa, FL 33637
(813) 985-7481

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)

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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 & Planning Committee:** Office of Inspector General Employee Reimbursements Follow-up Audit

2.2 **Finance/Outreach & Planning Committee:** Knowledge Management: Election of Governing Board Members Policy

2.3 **Finance/Outreach & Planning Committee:** Knowledge Management: Procurement Policy

2.4 **Finance/Outreach & Planning Committee:** Board Encumbrance of the Capital Field Equipment Fund

2.5 **Resource Management Committee:** Safety Harbor Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps – Q340 (City of Safety Harbor)

2.6 **Resource Management Committee:** FARMS – 6M Farms, LLC – H855 (Polk County)

2.7 **Resource Management Committee:** FARMS – 734 LMC Groves, LLC – Alico Charlotte Grove – H853 (Charlotte County)

2.8 **Resource Management Committee:** FARMS –T&T Environmental, LLC – DeSoto Groves – Phase 2 – H854 (DeSoto County)

2.9 **Resource Management Committee:** Five-Year Water Resource Development Work Program

2.10 **Operations, Lands & Resource Monitoring Committee:** Sale of Easement to Florida Power & Light Company – Charlotte Harbor Preserve State Park – SWF Parcel No. 20-708-141X (Charlotte County)

2.11 **Regulation Committee:** Water Use Permit No. 20013370.004, Jack Paul Properties, Inc. / Red Wing Groves (DeSoto County)

2.12 **General Counsel's Report:** Approval of the District's Annual Regulatory Plan for 2026-2027

2.13 **General Counsel's Report:** Approval of Emergency Order No. SWF 26-048 – Declaration of Emergency Regarding the Tampa Bypass Canal Water Supply (Hillsborough County)

2.14 **Executive Director's Report:** Approve Governing Board Minutes – August 25, 2026

3. FINANCE/OUTREACH & PLANNING COMMITTEE

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

3.2 **Discussion:** Information Item: Office of Inspector General Fiscal Year 2026 Annual Report

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3.3 **Discussion:** Action Item: Budget Update for Fiscal Year 2027

3.4 **Submit & File:** Information Item: Budget Transfer Report

4. RESOURCE MANAGEMENT COMMITTEE

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

4.2 **Discussion:** Information Item: Wysong-Coogler Dam Refurbishment

5. OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

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

5.2 **Discussion:** Action Item: Purchase and Sale Agreement – C&D Ranch/Lower Peace River Corridor Project, SWF Parcel No. 20-695-121C (Hardee and DeSoto Counties)

5.3 **Discussion:** Action Item: Purchase and Sale Agreement – Rock Bend Ranch/Lower Peace River Corridor Project, SWF Parcel No. 20-695-117C (DeSoto County)

6. REGULATION COMMITTEE

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

6.2 **Discussion:** Information Item: Hydrologic Conditions Report

6.3 **Discussion:** Action Item: Extend Modified Phase III Water Shortage Order SWF 25-015

7. GENERAL COUNSEL'S REPORT

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

7.2 **Discussion:** Information Item: Knowledge Management: Conduct of Board Meetings Policy

7.3 **Discussion:** Action Item: Affirm Governing Board Committee Actions

8. COMMITTEE/LIAISON REPORTS

8.1 **Discussion:** Information Item: Industrial, Commercial & Institutional Advisory Committee

8.2 **Discussion:** Information Item: Public Supply 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:** Information Item: Executive Director's and Inspector General's Annual Evaluations

ADJOURNMENT

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Jack Bispham
Chair, Manatee

Ashley Bell Barnett
Vice Chair, Polk

John E. Hall
Secretary, Polk

Dustin Rowland
Treasurer, Pasco

John R. Mitten
Former Chair, Hernando, Marion

Kelly S. Rice
Former Chair, Citrus, Lake, Levy, Sumter

Michelle Williamson
Former Chair, Hillsborough

Brian Aungst Jr.
Pinellas

Rob Boos
Pinellas

Josh Gamblin
DeSoto, Hardee, Highlands

Robert Stern
Hillsborough

Jim Turner
Charlotte, Sarasota

Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved September 2026

OFFICERS	
Chair	Jack Bispham
Vice Chair	Ashley Bell Barnett
Secretary	John E. Hall
Treasurer	Dustin Rowland

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair Josh Gamblin

RESOURCE MANAGEMENT COMMITTEE
Chair Robert Stern

REGULATION COMMITTEE
Chair Nancy Watkins

FINANCE/OUTREACH AND PLANNING COMMITTEE
Chair Dustin Rowland*

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	Michelle Williamson
Environmental Advisory Committee	Josh Gamblin
Industrial, Commercial & Institutional Advisory Committee	Brian Aungst
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 E. Hall
Sarasota Bay Estuary Program Policy Board	Jim Turner
Tampa Bay Estuary Program Policy Board	Nancy Watkins
Tampa Bay Regional Planning Council	Vacant

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Southwest Florida Water Management District Schedule of Meetings
Fiscal Year 2027

Governing Board Meetings

October 27, 2026 – 9:00 a.m., Brooksville Office
November 17, 2026 – 9:00 a.m., Tampa Office
December 15, 2026 – 9:00 a.m., Brooksville Office
January 26, 2027 – 9:00 a.m., Tampa Office
February 23, 2027 – 9:00 a.m., Brooksville Office
March 23, 2027 – 9:00 a.m., Tampa Office
April 27, 2027 – 9:00 a.m., Brooksville Office
May 25, 2027 – 9:00 a.m., Tampa Office
June 22, 2027 – 9:00 a.m., Brooksville Office
July 27, 2027 – 9:00 a.m., Tampa Office
August 24, 2027 – 9:00 a.m., Brooksville Office
September 28, 2027 – 3:00 p.m., Tampa Office

Governing Board Tour

October 30, 2026 – 9 a.m., Tampa Bay Water

Governing Board Workshop

November 17, 2026 – 9:30 a.m., Tampa Office

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

2027 – September 14 & 28

Agricultural and Green Industry Advisory Committee – 10 a.m.

2026 – December 1
2027 – March 9, June 8, September 7

Environmental Advisory Committee – 10 a.m.

2026 – October 13
2027 – January 12, April 13, July 13

Industrial, Commercial and Institutional Advisory Committee – 10 a.m.

2026 – November 3
2027 – February 9, May 11, August 10

Public Supply Advisory Committee – 1 p.m.

2026 – November 3
2027 – February 9, May 11, August 10

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

2027 – February 17, July 7

Springs Coast Steering Committee – 2 p.m.

2027 – March 3, August 4

Meeting Locations

Brooksville Office – 2379 Broad St., Brooksville, FL 34604
Tampa Office – 7601 US Highway 301 North, Tampa, FL 33637

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Governing Board Meeting
September 22, 2026

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CONVENE PUBLIC MEETING

September 22, 2026

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:
Jack Bispham, Chair

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CONVENE PUBLIC MEETING

September 22, 2026

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:
Jack Bispham, Chair

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CONVENE PUBLIC MEETING

September 22, 2026

Employee Recognition

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

Presenter:
Jack Bispham, Chair

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CONVENE PUBLIC MEETING

September 22, 2026

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

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CONVENE PUBLIC MEETING

September 22, 2026

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:
Jack Bispham, Chair

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Governing Board Meeting

September 22, 2026

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 & Planning Committee:** Office of Inspector General Employee Reimbursements Follow-up Audit 11

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2.7 **Resource Management Committee:** FARMS – 734 LMC Groves, LLC – Alico Charlotte Grove – H853 (Charlotte County) 35

2.8 **Resource Management Committee:** FARMS –T&T Environmental, LLC – DeSoto Groves – Phase 2 – H854 (DeSoto County) 38

2.9 **Resource Management Committee:** Five-Year Water Resource Development Work Program 41

2.10 **Operations, Lands & Resource Monitoring Committee:** Sale of Easement to Florida Power & Light Company – Charlotte Harbor Preserve State Park – SWF Parcel No. 20-708-141X (Charlotte County) 66

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2.14 **Executive Director's Report:** Approve Governing Board Minutes – August 25, 2026 130

CONSENT AGENDA

September 22, 2026

Finance/Outreach & Planning Committee: Office of Inspector General Employee Reimbursements Follow-up Audit

Purpose:
In accordance with the Office of Inspector General (OIG) Charter Governing Board Policy and Section 20.055, Florida Statutes, the Inspector General shall conduct audits and prepare audit reports. The Office of Inspector General Employee Reimbursements Follow-Up Audit was performed per the 2026 Audit Plan approved by the Governing Board.

Background:
During September 2024, the OIG released the District's operational audit report over employee reimbursements. The audit report included recommendations, among others, for the District to enhance policies and procedures over the education reimbursement and safety shoe programs. During September 2025, the OIG performed a follow-up audit which included the education reimbursement and safety shoe programs. Similar recommendations were repeated from the 2024 audit report.

The OIG conducted another follow-up audit in accordance with generally accepted government auditing standards. Those standards require that the OIG plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for conclusions based upon the audit objectives. The OIG believes that the evidence obtained provides a reasonable basis for the conclusion the District has taken corrective actions based on the audit objectives.

The audit objectives of this follow-up audit were to:

- Evaluate management's performance in establishing and maintaining internal controls in accordance with applicable statutes, laws, rules, regulations, contracts, grant agreements, and other guidelines.
- Examine internal controls designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of records and reports, and the safeguarding of assets, and identify weaknesses in those controls.
- Determine whether management had taken corrective action for, or was in the process of correcting, the OIG's employee reimbursements findings from September 2024 and September 2025.

Exhibit
Office of Inspector General Employee Reimbursements Follow-Up Audit (To be provided under separate cover.)

Staff Recommendation:
Staff recommend the Board approve the Office of Inspector General Employee Reimbursements Follow-Up Audit.

Presenter:
Brian Werthmiller, Inspector General, Office of Inspector General

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CONSENT AGENDA

September 22, 2026

Finance/Outreach & Planning Committee: Knowledge Management: Election of Governing Board Members Policy

Purpose
As part of the District's Knowledge Management core business process, all the District's Governing Board Policies are reviewed by the respective divisions.

Background/History
The Election of Governing Board Officers Governing Board Policy identifies the schedule for elections, outlines the procedure for conducting the election of officers, prescribes the terms of office, and describes how vacancies are filled.

On August 31, 2026, all water management districts received a guidance memorandum from the Florida Department of Environmental Protection titled "Governing Board Officer Elections". The memorandum provided consistency requirements for elections of governing board officers across all districts, including the month in which elections shall be held.

The current policy contains all of the required elements as prescribed in the guidance memorandum. One revision is needed to change the month in which elections are held from May to October.

Benefits
Updating the Policy ensures alignment across all water management districts.

Exhibits
Exhibit 1 – Florida Department of Environmental Protection Memorandum
Exhibit 2 – Election of Governing Board Officers Policy – Clean Draft
Exhibit 3 – Election of Governing Board Officers Policy – Redline Draft

Staff Recommendation:
Approve revisions to the Election of Governing Board Officers Policy.

Presenter:
Michelle Weaver, Division Director, Employee, Outreach and General Services Division

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FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

MEMORANDUM

To: Lyle Siegler, Executive Director, Northwest Florida Water Management District
Hugh Thomas, Executive Director, Suwannee River Water Management District
Mike Register, Executive Director, St. Johns River Water Management District
Brian Armstrong, Executive Director, Southwest Florida Water Management District
Drew Bartlett, Executive Director, South Florida Water Management District

From: Adam Blalock, Deputy Secretary for Ecosystem Restoration

Date: August 31, 2026

Subject: Governing Board Officer Elections

Pursuant to Florida law, water management district governing boards elect officers to serve as Chair, Vice-chair, Treasurer, and Secretary. In particular, s. 373.079, F.S., provides specific direction for the appointment of a secretary and the responsibilities of that position. Currently, each water management district has different policies in place for when officers elections are held, how often elections are held, how long officers serve in their roles, and how vacancies are filled when a governing board member no longer wishes to serve as an officer.

As part of the department's statutory duties, including those provided under Chapter 373, F.S., the department is entrusted to exercise general supervisory authority over all water management districts. To ensure consistency and transparency, each of you, as the executive director, should review your policies and work together to adopt a more uniform and consistent process across the five water management districts for the election of governing board officers to include annual elections for officers to coincide with district fiscal years.

At a minimum, these policies must provide for the following:

- Each governing board elects a chair, vice-chair, treasurer, and secretary;
- Hold annual elections at the October governing board meeting, beginning this year, on or before October 31, 2026, and annually thereafter;
- Establish a defined election process that allows for either individual elections or use of a slate election process;
- An accelerated process for filling officer vacancies at the board meeting immediately following a notification that a governing board member who holds an officer position no longer desires to hold the position or who has fulfilled their current term of service; and
- A requirement that governing boards follow Robert’s Rules of Order unless otherwise provided by law.

While some districts have policies reflective of the above criteria, further consistency is necessary to ensure good governance across each of our regions.

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GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Election of Governing Board Officers

Document Owner:	Communications and Board Services Bureau Chief		
Approved By:	Board Chair	**Effective Date:**	09/22/2026
		Supersedes:	04/25/2023

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PURPOSE

To clarify and facilitate the election process for Governing Board Officers.

SCOPE

Governing Board Officers

AUTHORITY

Chapter 373, Florida Statutes (F.S.)

DEFINITIONS

N/A

STANDARDS

Section 286.011, Florida Statutes
Roberts, H.M. *Robert's Rules of Order Newly Revised*

POLICY

In order to clarify and facilitate the election process for Governing Board Officers, the following policies have been adopted:

1) Officer Elections
   a) Chair
   b) Vice Chair

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c) Secretary
d) Treasurer

2) Schedule for Elections
Elections of officers shall occur annually in October, unless delayed to a date certain by action of the Board. Elections will take place during the beginning of the District business portion of the October Governing Board Meeting. New officers will assume offices twenty-four hours prior to the November Governing Board meeting.

3) Procedure for Election of Officers
   a) Separate elections shall be held for each office. The Board shall complete all voting on each individual office before proceeding to vote on the next office. Notwithstanding, a nomination for a slate of officers (Chair, Vice Chair, Secretary and Treasurer) may be made prior to the Chair accepting nominations for the office of Chair.
   b) If at least one slate is nominated, the Chair will call for a roll call vote on the proposed slate(s), and no ballot voting will occur. If no slate is nominated, the Chair will call for nominations for each individual office beginning with the office of Chair.
   c) When everyone has had a reasonable opportunity to nominate, the Chair will accept a motion to close nominations.
   d) The Chair shall then proceed to put the nomination(s) to vote by ballot. Ballots must be signed by each member when voting.
   e) The Board and Executive Services manager, or subsequently titled position, with the assistance of the General Counsel, shall count the ballots, and the Chair will announce the results.
   f) Elections shall be determined by a majority of the Governing Board Members present and voting, whether in person or participating by means of communications media technology.
   g) Should no candidate receive a majority on the first ballot, voting will continue with subsequent ballots until one candidate is elected. In the event three or more candidates are on the ballot, the names of all candidates will remain on subsequent ballots.
   h) If a candidate is present and does not decline, or if a candidate is absent but has consented to the candidacy, the candidate is elected. If the candidate is absent, has not consented to be a candidate and does not immediately decline after being notified, the candidate is elected. If a person declines election, there is a failure to elect, and the Board may proceed to continue the election.
   i) Notwithstanding the above, if there is only one nomination of an individual officer or one nomination of a slate of officers (Chair, Vice Chair, Secretary and Treasurer), the Board is not required to vote by ballot pursuant to d) – h) but rather may elect by acclamation.
   j) Elections will be held in accordance with the current edition of *Robert's Rules of Order Newly Revised*, except as otherwise specified above.

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4) Terms of Office
   Governing Board members elected to office will hold office until the next election of officers is held, and the new officers assume their offices, unless the office is vacated. Officers serve one-year terms. No officer shall serve more than two consecutive terms in the same office.

5) Filling Vacancies
   A vacancy in any office shall be filled at the meeting of the Governing Board at which the vacancy occurs or the next meeting after the vacancy occurs unless delayed to a date certain by action of the Board. In case of disability, resignation, non-reappointment or death of the Chair, the Vice Chair shall become the Chair for the remainder of the Chair's term. In the absence of the Secretary, the Treasurer will assume the duties of the Secretary. In the absence of the Treasurer, the Secretary will assume the duties of the Treasurer.

DISTRIBUTION
This Policy will be stored in the Governing Board Policy Repository.

REVIEW PERIOD
This Policy will be reviewed every three years.

This document complies with WCAG 2.2 AA standards

DOCUMENT DETAILS

Document Name	Election of Governing Board Officers
Formerly Known As	N/A
Document Type	Policy
Author(s)	
Reviewing Stakeholder(s)	Office of General Counsel
Document Owner Name	Robyn Felix
Document Owner Title	Communications and Board Services Bureau Chief
Review Period (in days)	1095
Span of Control	Governing Board
Supersedes Date	04/25/2023
Effective Date	09/22/2026

APPROVAL

_____ 09/22/2026

Paul J. Bispham Date
Chair

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GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Election of Governing Board Officers

Document Owner:	Communications and Board Services Bureau Chief		
Approved By:	Board Chair	**Effective Date:**	~~04/25/2023~~
		Supersedes:	~~11/18/2014~~04/25/2023

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PURPOSE

To clarify and facilitate the election process for Governing Board Officers.

SCOPE

Governing Board Officers

AUTHORITY

Chapter 373, Florida Statutes (F.S.)

DEFINITIONS

N/A

STANDARDS

Section 286.011, Florida Statutes
Roberts, H.M. *Robert's Rules of Order Newly Revised*

POLICY

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1) Officer Elections
   a) Chair
   b) Vice Chair

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c) Secretary
d) Treasurer

2) Schedule for Elections
Elections of officers shall occur annually in ~~May~~October, unless delayed to a date certain by action of the Board. Elections will take place during the beginning of the District business portion of the ~~May~~October Governing Board Meeting. New officers will assume offices twenty-four hours prior to the ~~June~~November Governing Board meeting.

3) Procedure for Election of Officers
   a) Separate elections shall be held for each office. The Board shall complete all voting on each individual office before proceeding to vote on the next office. Notwithstanding, a nomination for a slate of officers (Chair, Vice Chair, Secretary and Treasurer) may be made prior to the Chair accepting nominations for the office of Chair.
   b) If at least one slate is nominated, the Chair will call for a roll call vote on the proposed slate(s), and no ballot voting will occur. If no slate is nominated, the Chair will call for nominations for each individual office beginning with the office of Chair.
   c) When everyone has had a reasonable opportunity to nominate, the Chair will accept a motion to close nominations.
   d) The Chair shall then proceed to put the nomination(s) to vote by ballot. Ballots must be signed by each member when voting.
   e) The Board and Executive Services manager, or subsequently titled position, with the assistance of the General Counsel, shall count the ballots, and the Chair will announce the results.
   f) Elections shall be determined by a majority of the Governing Board Members present and voting, whether in person or participating by means of communications media technology.
   g) Should no candidate receive a majority on the first ballot, voting will continue with subsequent ballots until one candidate is elected. In the event three or more candidates are on the ballot, the names of all candidates will remain on subsequent ballots.
   h) If a candidate is present and does not decline, or if a candidate is absent but has consented to the candidacy, the candidate is elected. If the candidate is absent, has not consented to be a candidate and does not immediately decline after being notified, the candidate is elected. If a person declines election, there is a failure to elect, and the Board may proceed to continue the election.
   i) Notwithstanding the above, if there is only one nomination of an individual officer or one nomination of a slate of officers (Chair, Vice Chair, Secretary and Treasurer), the Board is not required to vote by ballot pursuant to d) – h) but rather may elect by acclamation.
   j) Elections will be held in accordance with the current edition of *Robert's Rules of Order Newly Revised*, except as otherwise specified above.

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4) Terms of Office
Governing Board members elected to office will hold office until the next election of officers is held, and the new officers assume their offices, unless the office is vacated. Officers serve one-year terms. No officer shall serve more than two consecutive terms in the same office.

5) Filling Vacancies
A vacancy in any office shall be filled at the meeting of the Governing Board at which the vacancy occurs or the next meeting after the vacancy occurs unless delayed to a date certain by action of the Board. In case of disability, resignation, non-reappointment or death of the Chair, the Vice Chair~~,~~ shall become the Chair for the remainder of the Chair's term. In the absence of the Secretary, the Treasurer will assume the duties of the Secretary. In the absence of the Treasurer, the Secretary will assume the duties of the Treasurer.

DISTRIBUTION
This Policy will be stored in the Governing Board Policy Repository.

REVIEW PERIOD
This Policy will be reviewed every three years.

This document complies with WCAG 2.2 AA standards

DOCUMENT DETAILS

Document Name	Election of Governing Board Officers
Formerly Known As	N/A
Document Type	Policy
Author(s)	
Reviewing Stakeholder(s)	Office of General Counsel
Document Owner Name	Robyn Felix
Document Owner Title	Communications and Board Services Bureau Chief
Review Period (in days)	1095
Span of Control	Governing Board
Supersedes Date	~~11/18/2014~~4/25/2023
Effective Date	~~04/25/2023~~

APPROVAL

~~Joel A. Schleicher~~ Paul J. Bispham~~-~~ Date
Chair

This document complies with WCAG 2.2 AA standards

CONSENT AGENDA

September 22, 2026

Finance/Outreach & Planning Committee: Knowledge Management: Procurement Policy

Purpose
Request approval of the revised Governing Board Policy, Procurement.

Background/History
The Governing Board Policy mandates a review by the Board every six years. The last review occurred on September 28, 2021. At the August 2026 Governing Board meeting, staff discussed the results of a thorough review of the Procurement Policy. This review identified the need for significant revisions, especially Procurement Thresholds. Minor modifications were also made to the Exempt Procurements section to reflect current organizational needs and ensure compliance. Proposed edits were presented to the Governing Board for information on August 25, 2026.

Benefits
By updating and approving the revised Procurement Policy, the Board maintains appropriate delegation of all or part of its authority to the Executive Director, as authorized under Sections 373.079(4)(a) and 373.083(5) of the Florida Statutes. This delegation streamlines operations and ensures efficient administration.

The approval of the revised policy will restore both administrative and operational efficiency with streamlined processes, enabling District technical staff to focus more on core water management functions. Additionally, raising the direct purchase limits makes lower-value tasks more accessible, thereby creating economic opportunities for local small businesses.

To prevent future misalignment with market realities, the updated policy will now require a two-year economic review. If the cost of goods and services changes by more than 5%, staff will adjust procurement limits to the nearest $1,000. Any necessary adjustments will be brought to the Board for approval as part of the Knowledge Management program.

Strategic Plan
This Governing Board Policy, Procurement, promotes the responsible management of public funds by establishing clear procurement thresholds that ensure purchasing activities are conducted efficiently, transparently, and in alignment with industry best practices. These updated thresholds help the District secure commodities/goods, services, and all other acquisitions of value in a timely manner while safeguarding financial resources, supporting our mission in water supply, water quality, natural systems, and flood protection.

Exhibit
Procurement Policy

Staff Recommendation:
Approve the Governing Board Policy, Procurement, as revised.

Presenter:
Brandon Baldwin, Division Director, Business and IT Services Division

This document complies with WCAG 2.2 AA standards

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: PROCUREMENT

Document Owner:	Procurement Services Office Chief		
Approved By:	Board Chair	**Effective Date:**	09/22/2026
		Supersedes:	09/28/2021

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PURPOSE

The purpose of this Policy is to establish requirements for the procurement of commodities/goods, services, and all other acquisitions by the Southwest Florida Water Management District (District).

SCOPE

This Policy applies to the District's procurement of commodities/goods, services, and all other acquisitions of value.

AUTHORITY

Pursuant to Section 373.083(1), Florida Statutes, the Governing Board is authorized to contract with public agencies, private corporations, or other persons.

Delegation to the Executive Director of all or part of the Governing Board's authority is authorized under Sections 373.079(4)(a) and 373.083(5), Florida Statutes.

DEFINITIONS

N/A

This document complies with WCAG 2.2 AA standards

STANDARDS
The Governing Board hereby adopts the following standards:

1) The procurement practices of the District shall generally follow accepted public procurement practices, and to the extent practical, comply with the legislative intent of Section 287.001, Florida Statutes.

2) The District shall promote fair and open competition to all contractors interested in doing business with the District. Such competition is conducive to assuring public confidence that contracts are awarded equitably, economically, and efficiently. However, the District also recognizes that, in some limited circumstances, the competitive process may not be practical or efficient.

3) The District recognizes that certain performance factors of a procurement may outweigh the cost factor. Therefore, the District reserves the right to award a contract to the contractor that is determined to be the most advantageous to the District, all factors considered.

4) Contract negotiations shall be conducted in a manner to ensure the District receives fair value for its money and contractors receive fair compensation.

5) The District desires to enter into contracts with language that is clear, concise and comprehensive with terms and conditions that are fair and equitable to the contracting parties.

6) Appropriate records and standards shall be maintained to ensure public confidence in District procurement activities.

7) For procurements of replacement equipment or vehicles, the competitive requirements set forth in this Policy shall be deemed met when receiving bids/quotations for similarly sized equipment or vehicles from different manufacturers.

8) District contracts will generally not exceed a contract term of five years, including extensions.

9) The District shall comply with all applicable laws, regulations and requirements for procurements or agreements involving federal, state, or other funds (including, but not limited to, 2 C.F.R. 200.318 through 200.326, and Appendix II to C.F.R. Part 200).

10) The District's procurement activities shall comply with all applicable laws including the statutes and regulations referenced in this Policy as they may be modified from time to time.

POLICY
1) The required competition for each procurement shall be based upon the procurement amount of the transaction as set forth below:

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Procurement Threshold*	Competition Requirement
≤ $18,000	Minimum one documented quotation or best source catalog price
> $18,000 - $45,000	Minimum two competitive written quotations
> $45,000 - $180,000	Minimum three competitive written quotations
> $180,000**	Formal competitive procurement requiring public advertisement and sealed responses

* The thresholds above apply to the entire contract amount, including contingency, for the total contract term, including leased or rented items.

* If the cost of commodities/goods, services, and all other acquisitions has changed by more than 5%, as discovered in its economic analysis, during the Policy Review Period, adjustments will be made accordingly to the nearest $1,000 increment.

** Formal competitive procurement is required for electrical services that meet the monetary threshold included in Section 255.20, Florida Statutes, and for professional services that meet the monetary threshold included in Section 287.055, Florida Statutes.

2) Special Procurements.
   a) If one response is received in response to a formal competitive procurement, the District may negotiate with the respondent for the best price, terms, and conditions.

   b) A list of qualified contractors may be established for a single purpose procurement when in the best interest of the District.

   c) Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, shall be procured as required by Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA).

   d) Group insurance shall be procured as required by Section 112.08, Florida Statutes.

   e) Auditor services shall be procured as required by Section 218.391, Florida Statutes.

   f) Construction and electrical services shall be procured as required by Section 255.20, Florida Statutes.

   g) District contracts to procure independent contractors to aid in legislative affairs in support of the District's mission before state or federal elected officials will require prior Governing Board approval regardless of the contract amount.

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3) Exemptions - The following procurements are exempt from competition unless competition is requested by the Governing Board or District staff; however, competitive quotations should be obtained whenever practical:

Exempt Procurements
Subscriptions, vendor-offered training programs, memberships and travel costs (i.e., airfare, accommodations).
Artistic and media services. Media is defined as the means of mass communication that includes traditional broadcast mediums (television, radio), print publications (newspapers, periodicals), and digital platforms (websites, social media).
Legal services including attorney, paralegal, expert witness, court reporter, appraisal, mediator, and arbitration services; hearing facilities and equipment rental and related support services.
Temporary staffing services to ensure continuity of operations or when specialized support is required to fill a need on a short-term basis.
Rental of rooms or facilities for events such as trainings, meetings and workshops.
Health services.
Academic program reviews; research or study programs with educational institutions; services or commodities provided by governmental agencies.
Lectures by individuals.
Warranty or existing service agreement limits selection to one contractor.
Parts, repairs, maintenance and support of existing equipment, machinery or vehicles.
On-going licenses, software usage fees, maintenance, and services (such as implementations, upgrades and custom development) relating to existing software/hardware.
Services or products from a correction work program pursuant to Section 946.515, Florida Statutes (PRIDE); or from the blind or other severely handicapped individuals pursuant to Section 413.036, Florida Statutes (RESPECT).
Procurements related to an existing contract involved in a breach or early termination that are needed to mitigate damages or continue uninterrupted performance of the contract.
Procurements in the best interest of the District as approved by the Executive Director or designee such as price discounts, bulk purchases and used equipment.
Purchases from contracts competitively solicited by another entity as allowed under Florida law when determined to be cost effective and in the best interest of the District.

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Existence of an emergency or exigency, as determined by the Executive Director or designee.
Single or sole source procurement, upon justification by staff that one source is the best or only available solution with approval of the Executive Director or designee.
Upon the request of the Executive Director, the Governing Board grants an exception to the procurement requirements.

4) The Governing Board delegates procurement approval and contract execution authority to the Executive Director as provided below. The Executive Director may delegate, in writing, any or all of this approval to one or more designees.

    a) Up to the approved District budget including budget transfers with no material change to the project scope as presented in the approved budget.

    b) No limit for emergency procurements. Each emergency procurement approved by the Executive Director or designee exceeding $180,000 shall be reported to the Governing Board at the next regularly scheduled meeting after the procurement.

DISTRIBUTION
This Policy will be stored in the designated Governing Board Policy Repository.

REFERENCES
N/A

REVIEW PERIOD
This Policy will be reviewed every two years by the Executive Director or designee and updated for Governing Board approval if needed to implement policy revisions. The Policy will be reviewed by the Governing Board every six years.

This document complies with WCAG 2.2 AA standards

DOCUMENT DETAILS

Document Name	Procurement
Formerly Known As	Procurement
Document Type	Policy
Author(s)	Georgia S. Hudson
Reviewing Stakeholder(s)	Executive Staff, Office of General Counsel, and Procurement Services Office Chief
Document Owner Name	Georgia S. Hudson
Document Owner Title	Procurement Services Office Chief
Review Period (in days)	730
Span of Control	Governing Board
Supersedes Date	09/28/2021
Effective Date	09/22/2026

APPROVAL

_____ 09/22/2026

Paul J. Bispham — Date
Chair

This document complies with WCAG 2.2 AA standards

CONSENT AGENDA

September 22, 2026

Finance/Outreach & Planning Committee: Board Encumbrance of the Capital Field Equipment Fund

Purpose

The purpose of this item is to request the encumbrance of fiscal year (FY) 2026 fund balance within the Capital Field Equipment Fund (CFEF) to carry forward into FY2027 for planned expenditures as approved through the budgetary process.

Background/History

The CFEF was developed to establish a systematic funding plan to address the acquisition, replacement, enhancement, or reconditioning of District field equipment within the upcoming five-year period. To qualify as a CFEF expenditure the equipment must be rolling stock 1.5-ton or greater, have a total estimated cost of at least $5,000 including delivery, and have an anticipated useful life of at least five years. The five-year plan is managed by the Fleet Section Manager, developed in collaboration with the other bureaus that are users of capital field equipment, and approved by the Governing Board through the District's annual budget process.

Benefits/Costs

The benefit of the CFEF is to allow the District to efficiently and effectively manage capital equipment expenditures while maintaining a consistent funding profile from year to year. In addition, the fund provides flexibility to replace assets as close to the end of the useful life as possible, with some instances going beyond normal replacement times dependent upon individual unit condition. Timely replacement avoids high repair costs and repetitive downtime.

The encumbrance and carry forward of FY2026 fund balance for future years planned expenditures was included in the General Services Bureau's considerations when developing its FY2027 recommended budget. In the FY2027 Recommended Annual Service Budget, the estimated FY2026 fund balance to carry forward into FY2027 was $981,872. This value assumed that all remaining Board-approved expenditures would be realized in FY2026 as planned. Since then, savings have been realized by refurbishing several items, deferring the replacement of two pieces of equipment, as well as acquisition costs coming in less than planned. This brings the total fund balance to $989,037.21 to carry forward into FY2027.

Strategic Plan

This encumbrance supports the District's core business processes of Financial Sustainability, Water Resources Planning and Monitoring, Land Management, and Structure Operations.

Exhibits

None.

Staff Recommendation:

Staff recommends the Governing Board approve the encumbrance of $989,037.21 in FY2026 fund balance within the Capital Field Equipment Fund to carry forward into FY2027 for planned expenditures as approved through the budgetary process.

Presenter:

Dave Dickens, Bureau Chief, General Services Bureau

This document complies with WCAG 2.2 AA standards

CONSENT AGENDA

September 22, 2026

Resource Management Committee: Safety Harbor Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps – Q340 (City of Safety Harbor)

Purpose

Request the Board's approval to use the Safety Harbor Watershed Management Plan (WMP) floodplain information for regulatory purposes and to update Flood Insurance Rate Maps (FIRMs) in the City of Safety Harbor (City). The WMP evaluates the capacity of the watershed to achieve flood protection primarily through computer modeling. The watershed model and floodplain information have gone through the District's process that includes internal review and external peer review by experienced licensed professional engineers. The WMP floodplain information serves as the basis for updating the FIRMs for the Federal Emergency Management Agency (FEMA). The City may coordinate with FEMA to produce the preliminary FIRMs at a future date. This coordination may include additional public meetings to present the preliminary floodplain information, provide an opportunity for additional comments, and incorporate this information into FEMA's mapping specifications.

Background/History

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government's understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for watersheds throughout the District. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District's Strategic Plan 2026-2030. Upon the Governing Board's approval, WMP floodplain information for these watersheds is typically used as best information available by the ERP program.

Floodplain information for the Safety Harbor watershed was prepared by a City hired consultant Jones Edmunds and Associates, Inc., Engineering Firm of Record, reviewed by District and City staff, and then reviewed by the City's independent peer review consultant, Kimley-Horn and Associates, Inc. Floodplain information for the watershed was presented for public review and comment through an in-person public open house on March 10th, 2026. During the meeting, the City received approximately 20 public comments. This data was used to make model refinements where appropriate. The watershed model and preliminary floodplain data reasonably reflect recent significant storm events and currently represent the most accurate floodplain information available for the watershed.

Strategic Plan

This Watershed Management Plan supports the District's Strategic Plan Flood Protection Strategic Initiative.

Exhibits

None.

This document complies with WCAG 2.2 AA standards

Staff Recommendation:
Approve use of the Safety Harbor Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in the City of Safety Harbor.

Presenter:
Terese Power, P.E., CFM, Manager, Engineering & Project Management Bureau

This document complies with WCAG 2.2 AA standards

CONSENT AGENDA

September 22, 2026

Resource Management Committee: FARMS – 6M Farms, LLC – H855 (Polk County)

Purpose

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with 6M Farms, LLC and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of $66,669 (75 percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at $88,892.

Project Proposal

The District received a project proposal from 6M Farms, LLC for their 127.5-acre property located two miles east of Alturas in central Polk County, within the Central Florida Water Initiative (CFWI), and the Southern Water Use Caution Area (SWUCA). The proposal is for a precision irrigation project and will involve automation of an irrigation pump station to offset Upper Floridan aquifer groundwater used for the irrigation of 120 acres of citrus under protective screen (CUPS). The Water Use Permit (WUP) authorizes annual average groundwater withdrawals of 153,100 gpd. FARMS project components consist of automation of one irrigation pump station, valve automation, fertigation system, weather station, and soil moisture monitoring system.

Benefits/Costs

The proposed project involves water quantity and water quality best management practices (BMPs) for supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. The project is expected to reduce groundwater use by approximately 10 percent, or 15,300 gpd for supplemental irrigation, and reduce nitrogen applications by 216 pounds per year. The conservation components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the estimated groundwater offset, a reduction of nitrogen application, and a proposed six-year contract term, the cost per thousand gallons of water saved is $2.93, and the cost per pound of nitrogen reduced per year is $7.02 (based on the fertigation components). These values are within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of improved irrigation techniques, and nutrient reduction BMPs for citrus operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have $248,367 remaining in its FARMS Program budget.

Strategic Plan

This project supports the District's Strategic Plan Water Supply Conservation Strategic Initiative and the Heartland Planning Region – SWUCA Recovery Regional Priorities and Objectives.

Exhibit

Location Map

Staff Recommendation:

- Approve the 6M Farms, LLC project for a not-to-exceed project reimbursement of $66,669 provided by the Governing Board;

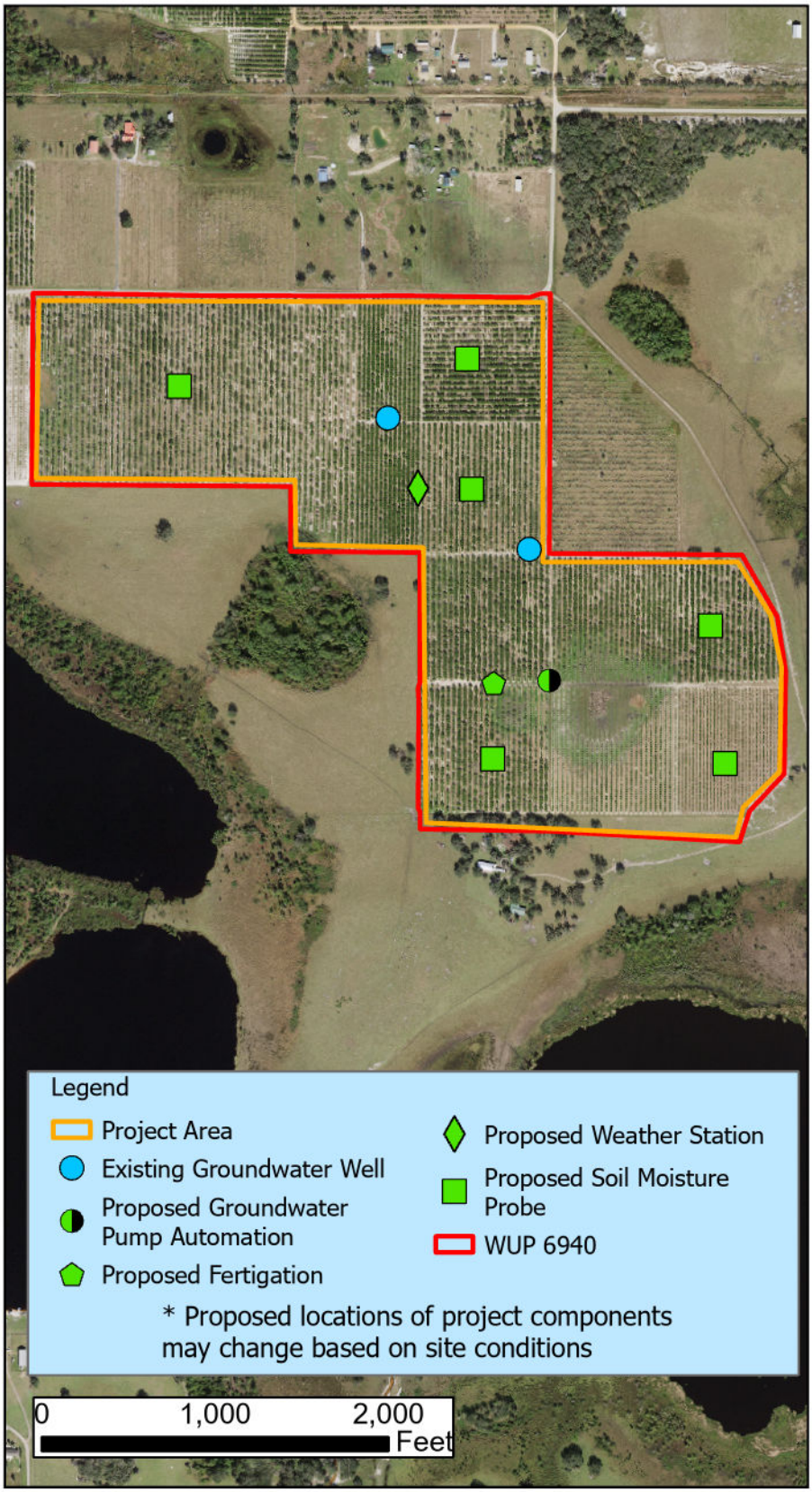
This document complies with WCAG 2.2 AA standards

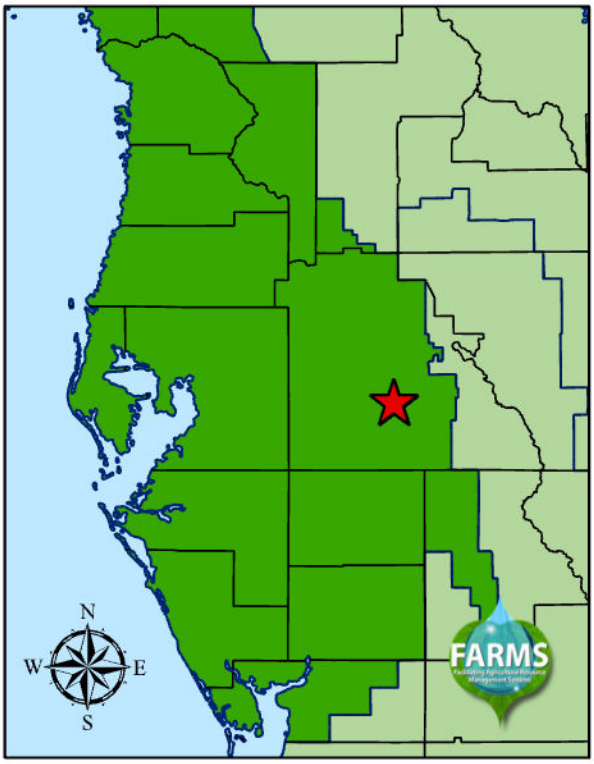
- Authorize the transfer of $66,669 from fund 010 H017 Governing Board FARMS Fund to the H855 6M Farms, LLC project fund;
- Authorize the Division Director to sign the agreement.

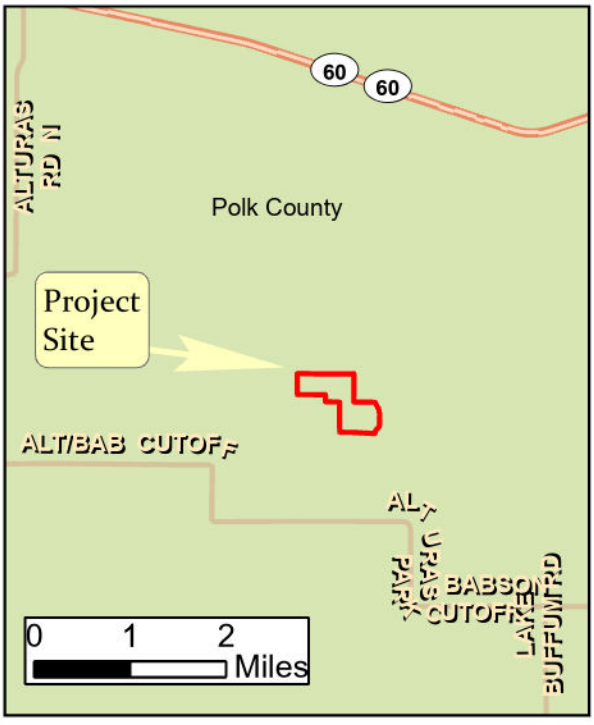
Presenter:
Carole Estes, P.G., FARMS Program Manager, Water Resources Bureau

This document complies with WCAG 2.2 AA standards

Location Map
6M Farms, LLC
FARMS Project H855







Southwest Florida Water Management District

MCV 08/26/2026
2020 Aerial
2012 NAVTEQ

This document complies with WCAG 2.2 AA standards

CONSENT AGENDA

September 22, 2026

Resource Management Committee: FARMS – 734 LMC Groves, LLC – Alico Charlotte Grove – H853 (Charlotte County)

Purpose

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with 734 LMC Groves, LLC – Alico Charlotte Grove and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of $165,222 (75 percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at $220,296.

Project Proposal

The District received a project proposal from 734 LMC Groves, LLC for their Alico Charlotte Grove, which is a 1,477-acre property located 16 miles northeast of Punta Gorda in northeastern Charlotte County, within the Shell, Prairie, Joshua Creek (SPJC) watershed, and the Southern Water Use Caution Area (SWUCA). The proposal is for an alternative water supply project and will involve the utilization of an existing 26-acre reservoir to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used for the supplemental irrigation of 38 acres of sod. This portion of the property is permitted to use 114,570 gallons per day (gpd) for supplemental irrigation. The Water Use Permit (WUP) for the entire property authorizes annual average withdrawals of 793,600 gpd. FARMS project components consist of an improved filtration system for the existing surface water pumps, center pivot irrigation system, fertigation system, and additional mainline pipe and valves necessary to connect the center pivot to the existing mainline pipe and surface water pumps. The center pivot irrigation system will convert the site from seepage irrigation and reduce surface water runoff.

In February 2003, the Governing Board approved a FARMS project on this property with TRB Groves, LLC. At that time, TRB Groves was a 1,130-acre citrus grove, permitted for 1,257,900 gpd. The FARMS project involved the installation of pressure sustaining valves on existing surface water pump stations to help maintain proper pressure in the irrigation line, soil moisture sensors, and a weather station. Construction was completed in October 2003, and the contract for this phase was completed in October 2008.

In August 2004, a second phase was approved for this property. The second phase involved replacing the surface water filtration system and automating surface water pump stations. Construction was completed on this phase in August 2005, and the Phase 2 contract was completed in August 2010. The Phase 1 and 2 projects had a combined estimated offset of 181,000 gpd. During the combined contract term, the actual period of record offset was 512,454 gpd.

In February 2008, the Governing Board approved a third phase to utilize an additional 38-acre reservoir east of the reservoir used in the first two phases. This phase involved retrofitting existing pump stations, pump automation, a weather station, and additional soil moisture probes. Construction was completed on this phase in October 2011, and the Phase 3 contract was completed in October 2016. The estimated offset for Phase 3 was 826,000 gpd. The citrus was removed from the site in 2024. At that time the actual period of record offset was 738,453 gpd.

This document complies with WCAG 2.2 AA standards

Benefits/Costs
The proposed project involves water quantity and water quality best management practices (BMPs) for supplemental irrigation and will improve water quality in the SPJC by reducing the use of mineralized groundwater. The combination of these BMPs qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program within the SPJC. The project is expected to reduce groundwater use by approximately six percent of the property's total permitted quantity, or 39 percent of the permitted quantity in the project area, for an estimated offset of 45,000 gpd for supplemental irrigation and is expected to reduce nitrogen application by 81 pounds per year. Based on the estimated groundwater offset, and a proposed five-year contract term, the cost per thousand gallons of water saved is $2.92. This value is within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of alternative water supplies, and improved irrigation techniques, for sod operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have $248,367 remaining in its FARMS Program budget.

Strategic Plan
This project supports the District's Strategic Plan Water Supply Alternative Water Supplies Strategic Initiative and the Southern Planning Region – SWUCA Recovery Regional Priorities and Objectives.

Exhibit
Location Map

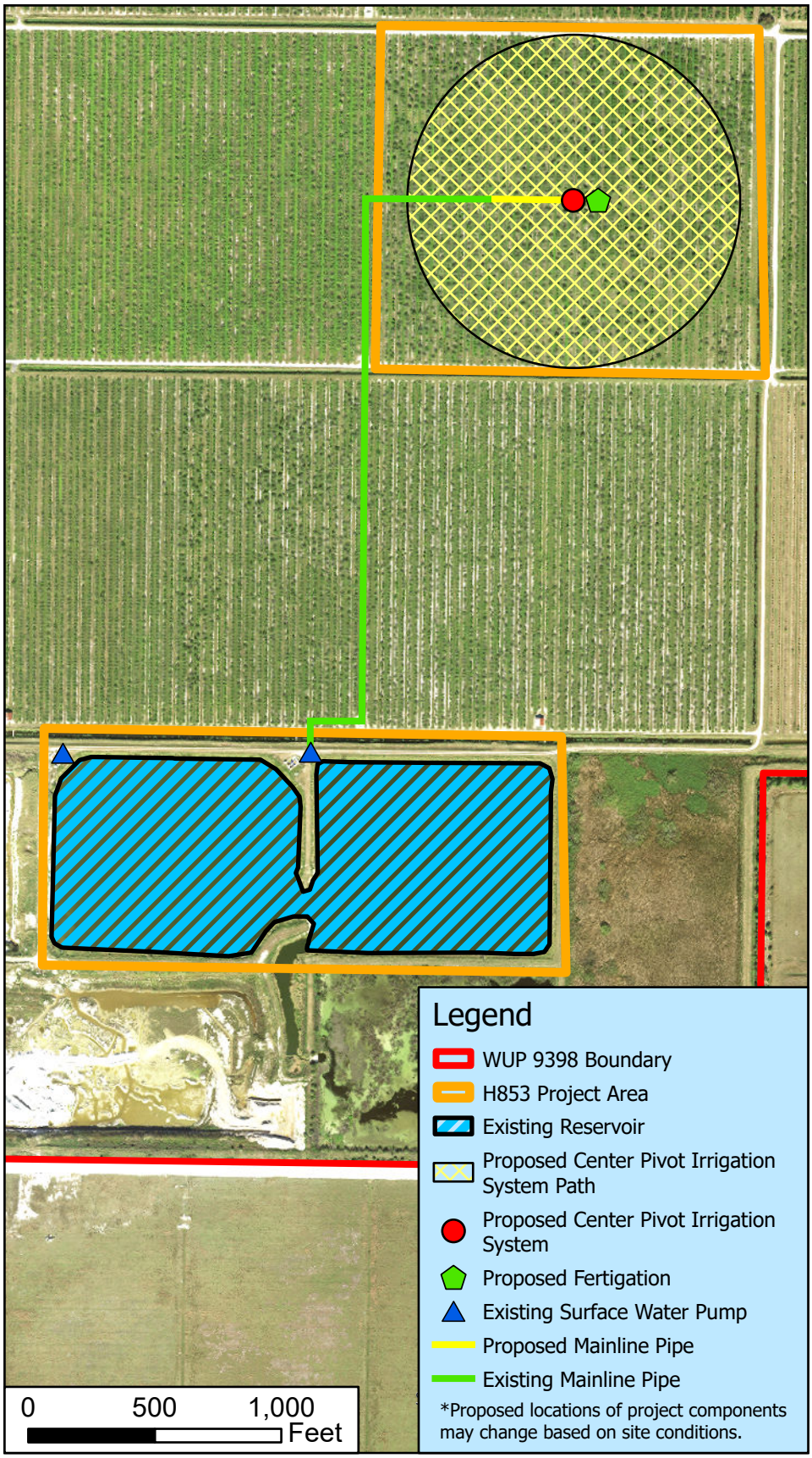
Staff Recommendation:

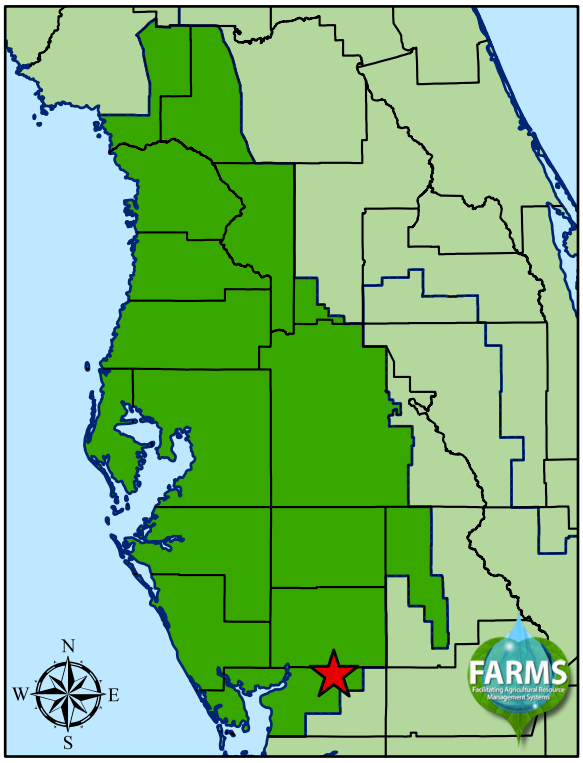
- Approve the 734 LMC Groves, LLC – Alico Charlotte Grove project for a not-to-exceed project reimbursement of $165,222 provided by the Governing Board;
- Authorize the transfer of $165,222 from fund 010 H017 Governing Board FARMS Fund to the H853 734 LMC Groves, LLC – Alico Charlotte Grove project fund;
- Authorize the Assistant Executive Director to sign the agreement.

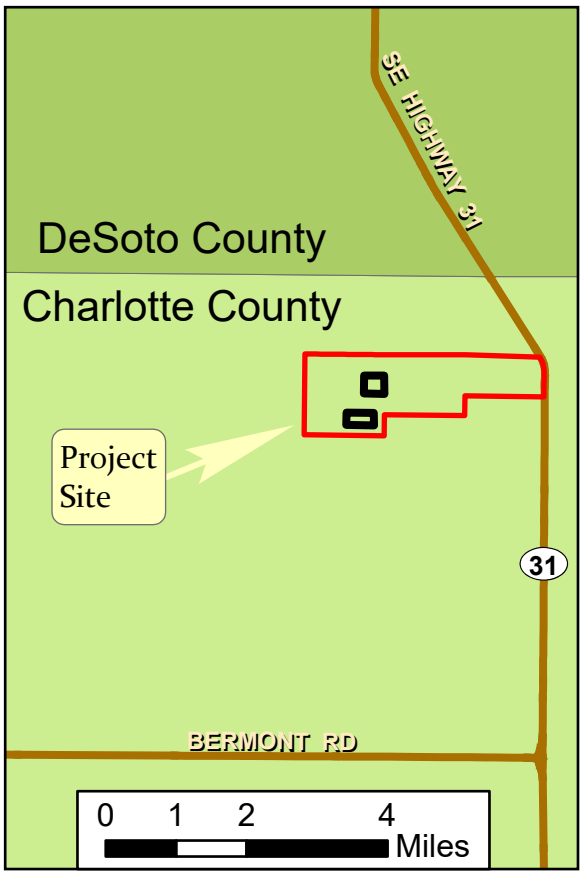
Presenter:
Carole Estes, P.G., FARMS Program Manager, Water Resources Bureau

This document complies with WCAG 2.2 AA standards

Location Map
734 LMC Groves, LLC - Alico Charlotte Grove
FARMS Project H853







Southwest Florida Water Management District

DMB 8/24/2026
37 2023 Aerial
2012 NAVTEQ

This document complies with WCAG 2.2 AA standards

CONSENT AGENDA

September 22, 2026

Resource Management Committee: FARMS –T&T Environmental, LLC – DeSoto Groves – Phase 2 – H854 (DeSoto County)

Purpose

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with T&T Environmental, LLC – DeSoto Groves – Phase 2 and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of $296,198 (75 percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at $394,932.

Project Proposal

The District received a project proposal from T&T Environmental, LLC for their 357-acre property located four miles southwest of Arcadia in western DeSoto County, within the Southern Water Use Caution Area (SWUCA). The proposal is for an alternative water supply project and will involve the utilization of an existing 4.5-acre reservoir to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used for the supplemental irrigation of 130 acres of sod. This portion of the property is permitted to use 317,152 gpd for supplemental irrigation. The Water Use Permit (WUP) for the entire property authorizes annual average withdrawals of 788,000 gpd. FARMS project components consist of a center pivot irrigation system, soil moisture monitoring system, fertigation system, and additional mainline pipe and valves necessary to connect the center pivot to the existing mainline pipe and surface water pumps. The center pivot irrigation system will convert the site from seepage irrigation and reduce surface water runoff.

In May 2012, the Governing Board approved a FARMS project with Arcadia JV Citrus, LLC, to reduce groundwater use on its 199-acre citrus grove. The project involved the use of the 4.5-acre reservoir, installation of a surface water pump station, filtration, hydraulic valve controls, culverts, and mainline pipe necessary to connect the surface water reservoir to the existing irrigation system. The property and project was transferred to T&T Environmental, LLC in April 2015. The contract term for this project was completed in June 2018. The estimated offset for this project was 70,000 gpd. During its contract term, the actual period of record offset was 83,561 gpd. The majority of citrus trees were removed in 2025.

In June 2025, the Governing Board approved a Phase 1 FARMS project with T&T Environmental, LLC, to install automation for the existing surface water pump, automated valves, fertigation system, water control structures, weather station, soil moisture probes, and the mainline piping necessary to connect the 4.5-acre surface water reservoir to two center pivot irrigation systems for a 150-acre section of property. The estimated offset for this project was 130,000 gpd and the estimated reduction in nitrogen use was 270 pounds per year. Construction was completed on the Phase 1 project in June 2026, and the project is now operational.

Benefits/Costs

The proposed project involves water quantity and water quality best management practices (BMPs) for supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. The project is expected to reduce groundwater use by approximately seven percent of the property's total permitted quantity or 17% of the permitted quantity in the project area, for an estimated offset of 55,000 gpd for supplemental irrigation and reduce nitrogen application by 234 pounds per year.

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The conservation components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the estimated groundwater offset, a reduction in nitrogen application, and a proposed six-year contract term, the cost per thousand gallons of water saved at $3.63 and the cost per pound of nitrogen reduction per year is $12.49 (based on the fertigation components). These values are within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of alternative water supplies, improved irrigation, and nutrient reduction BMPs for sod operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have $248,367 remaining in its FARMS Program budget.

Strategic Plan
This project supports the District's Strategic Plan Water Supply Alternative Water Supplies Strategic Initiative and the Southern Planning Region – SWUCA Recovery Regional Priorities and Objectives.

Exhibit
Location Map

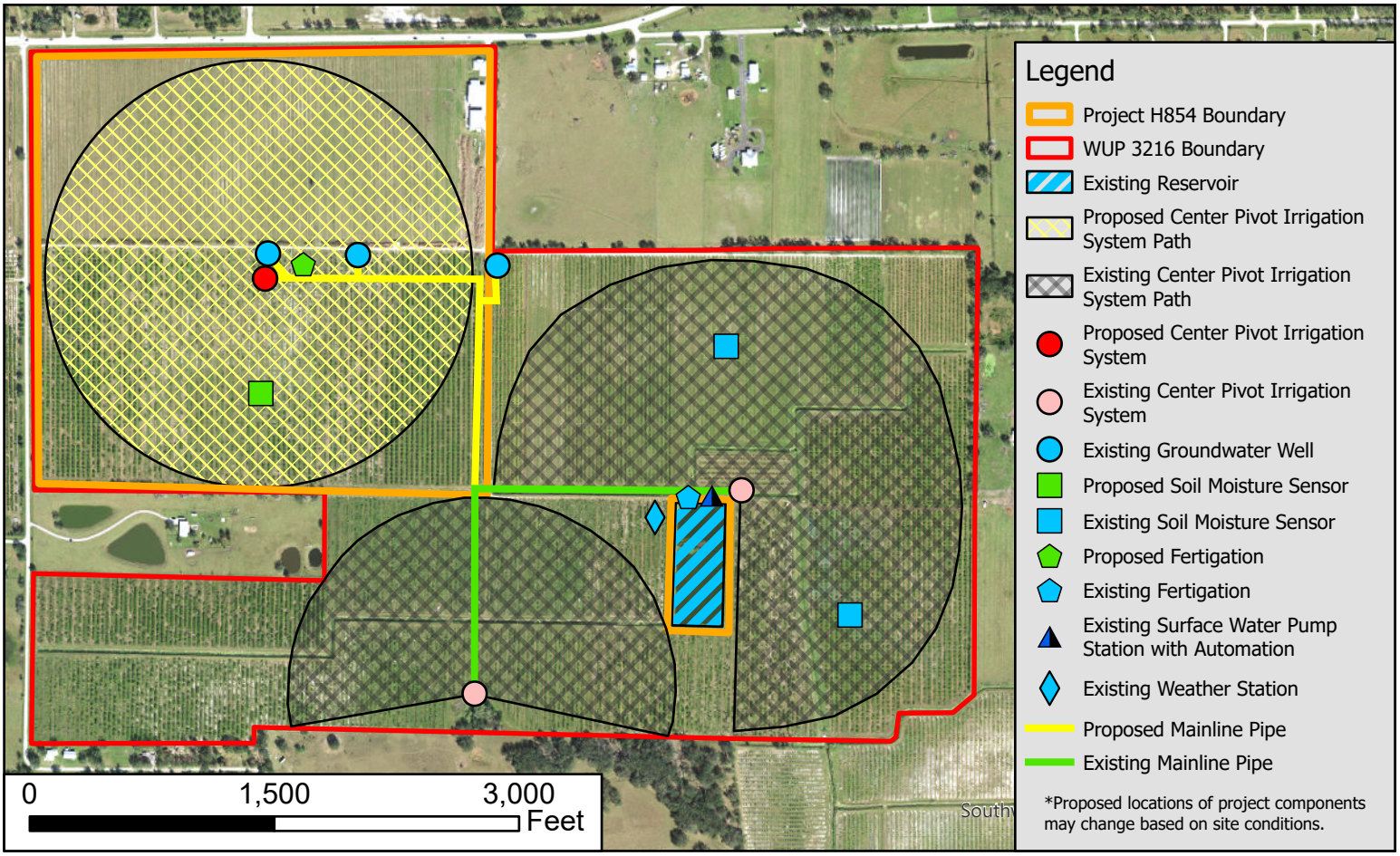
Staff Recommendation:

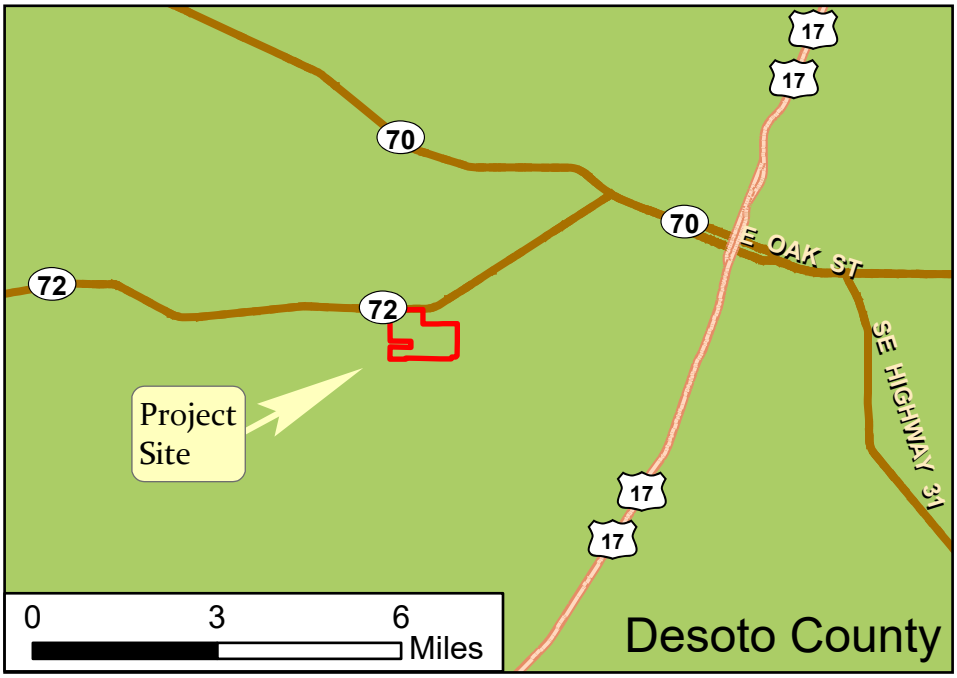
- Approve the T&T Environmental, LLC – DeSoto Groves – Phase 2 project for a not-to-exceed project reimbursement of $296,198 provided by the Governing Board;
- Authorize the transfer of $296,198 from fund 010 H017 Governing Board FARMS Fund to the T&T Environmental, LLC – DeSoto Groves – Phase 2 project fund;
- Authorize the Assistant Executive Director to sign the agreement.

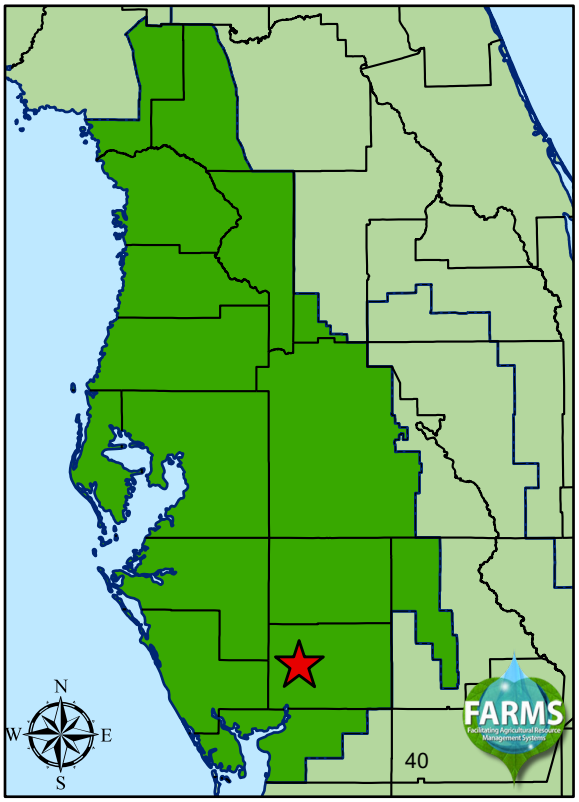
Presenter:
Carole Estes, P.G., FARMS Program Manager, Water Resources Bureau

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Location Map
T&T Environmental, LLC - DeSoto Groves Phase 2
FARMS Project H854







Southwest Florida Water Management District

DMB 8/26/2026
2023 Aerial
2012 NAVTEQ

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CONSENT AGENDA

September 22, 2026

Resource Management Committee: Five-Year Water Resource Development Work Program

Purpose

Authorize staff to submit the proposed Five-Year Water Resource Development Work Program (Work Program) to the Florida Department of Environmental Protection (FDEP) as required by Florida Statutes (F.S).

Background/History

The District is required by Subsection 373.536(6), F.S., to annually prepare a Work Program that describes the District's implementation strategy for the water resource development component of the approved Regional Water Supply Plan (RWSP). The proposed Work Program must be submitted to FDEP and specified state and local government officials within 30 days after the adoption of the District's final budget. The proposed Work Program will be due to FDEP by October 22, 2026.

The fiscal year (FY) 2027 Work Program covers the period from FY2027 through FY2031 and describes the District's implementation strategy relating to water resource development and water supply development components over the next five years. These efforts include data collection and analyses activities along with water resource and water supply development projects that are undertaken and/or funded by the District. The inclusion of water resource and water supply projects funded in the upcoming fiscal year, but not specifically mentioned in the RWSP, allows the FDEP to approve the projects as consistent with the RWSP and eligible for state funding.

In 2025, the FDEP provided an updated Work Program guidance template for the water management districts to improve statewide reporting consistency. The FDEP also provided a spreadsheet template for reporting additional project details, which will be submitted with information consistent with the FY2027 annual budget.

Within 30 days after the proposed Work Program submittal, FDEP must review and submit its findings, questions, and comments to the District. The review may include a written evaluation of the Work Program's consistency with promoting the goals of the RWSP and the adequacy of proposed expenditures. If comments are received from the FDEP, the District must state in writing to the FDEP which of the recommended changes will be incorporated into the Work Program or specify the reasons for not incorporating the changes within 45 days. The FDEP must then prepare a final evaluation report, including the District's responses, and submit this report to the Governor, President of the Senate, and Speaker of the House of Representatives. If no substantial comments are received, no further action from the Board is required. The District will publish the final Work Program within the District's Consolidated Annual Report (CAR).

Strategic Plan

The Work Program supports the following Strategic Initiatives and Core Business Processes of the District's Strategic Plan.

- Regional Water Supply Planning Alternative
- Alternative Water Supplies
- Reclaimed Water
- Water Conservation
- Water Resources Planning and Monitoring

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Exhibit
2027 Five-Year Water Resource Development Work Program

Staff Recommendation:

- 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 Florida Department of Environmental Protection feedback before finalizing within the CAR with no further Board action.

Presenter:
Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

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2027 Five-Year Water Resource Development Work Program

PROPOSED







Southwest Florida
Water Management District

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Introduction/Purpose

The water management districts (WMDs) are required to prepare a Five-Year Water Resource Development Work Program (Work Program) as part of their annual budget reporting process. The Work Program describes the District's implementation strategy relating to water resource development (WRD) and water supply development (WSD), including alternative water supply (AWS) development components over the next five years. The Work Program must be submitted annually to the Governor, the President of the Senate, the Speaker of the House of Representatives, the chairs of all legislative committees and subcommittees having substantive or fiscal jurisdiction over the Districts, the Secretary of the Department of Environmental Protection (DEP), and the governing board of each county. Pursuant to Subsection 373.536(6)(a)4, Florida Statutes (F.S.), the Work Program must:

- Address all the elements of the WRD component in the District's approved Regional Water Supply Plans (RWSPs), as well as the water supply projects proposed for District funding and assistance;
- Identify both anticipated available District funding and additional funding needs for the second through fifth years of the funding plan;
- Identify projects in the Work Program which will provide water;
- Explain how each water resource and water supply project will produce additional water available for consumptive uses;
- Estimate the quantity of water to be produced by each project;
- Provide an assessment of the contribution of the District's RWSPs in supporting the implementation of minimum flows and minimum water levels (MFLs) and water reservations; and
- Ensure sufficient water is available to timely meet the water supply needs of existing and future reasonable-beneficial uses for a 1-in-10-year drought event and to avoid the adverse effects of competition for water supplies.

This report represents the District's 26th Work Program and covers the period from fiscal year (FY) 2027 through FY2031. In August of 2025, the DEP provided a guidance document and template spreadsheets to improve the consistency among the WMDs' Work Program submittals. This Work Program is consistent with the planning strategies of the 2025 Central Florida Water Initiative (CFWI) Regional Water Supply Plan (RWSP) and the District's 2025 RWSP which can be found at: https://www.swfwmd.state.fl.us/resources/plans-reports/rwsp.

The WRD and WSD components of the District's Work Program are presented in three sections:

- WRD Data Collection and Analysis Activities that include routinely funded programmatic efforts by the District to monitor and support the health of natural systems, evaluate and establish MFLs, conduct watershed management planning, and improve water quality and stormwater storage and conveyance.
- WRD Projects that are undertaken by the District and/or partnering entities for evaluating aquifer storage and recovery (ASR) feasibility, Facilitating Agricultural Resource Management Systems (FARMS) projects to reduce groundwater withdrawals and improve natural systems, and environmental restoration efforts including MFL recovery projects.
- WSD Projects, that are usually led by other entities with District funding assistance, to develop and deliver new alternative potable water supplies, reclaimed water and reuse, ASR and aquifer recharge (AR) systems, and numerous conservation projects to help manage water needs.

Also included is an overview of funding mechanisms, a summary of the adequacy of District expenditures to ensure the availability of water for reasonable-beneficial uses and natural systems,

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and an appendix listing projects with District funding to implement projects identified in the Basin Management Action Plans (BMAPs).

Water Resource Development

Water resource development (WRD) is defined in Section 373.019(24), F.S., as "*the formulation and implementation of regional water resource management strategies, including the collection and evaluation of surface water and groundwater data; structural and nonstructural programs to protect and manage water resources; the development of regional water resource implementation programs; the construction, operation, and maintenance of major public works facilities to provide for flood control, surface and underground water storage, and groundwater recharge augmentation; and related technical assistance to local governments, government-owned and privately owned water utilities, and self-suppliers to the extent assistance to self-suppliers promotes the policies as set forth in s. 373.016.*"

The intent of WRD activities and projects is to enhance the amount of water available for reasonable-beneficial uses and for natural systems. The District is primarily responsible for implementing WRD activities and projects; however, additional funding and technical support may come from state, federal, and local entities.

WRD Data Collection and Analysis Activities

Data collection and analysis activities are a critical part of the WRD component implemented by the District. The District has budgeted approximately $26.6 million in FY2027 to implement and continue activities to collect scientific data necessary for managing water resources and evaluating new water supplies, supporting the evaluation and establishment of MFLs, conducting watershed management plans, monitoring water quality, and implementing best management practices (BMPs) for stormwater storage and conveyance. These activities are summarized in **Table 1**.

Funding for these activities is primarily from the District's Governing Board; in some cases, additional funding that supports these efforts comes from local governments and the United States Geological Survey (USGS). Each item was included in the District's Tentative Budget Submission Appendix C and can be referenced by the sub-activity code. Each activity is further described below.

Scientific Data Collection

The District has a comprehensive scientific data monitoring program that includes the assembly of information on key indicators such as rainfall, surface water and groundwater levels, water quality, hydrogeology, and stream flows. The program includes data collected by District staff as well as data collected as part of the District's cooperative funding program with the USGS. Data collected allows the District to gauge changes in the health of water resources, monitor trends in conditions, identify and analyze existing or potential resource problems, and develop programs to correct existing problems and prevent future problems from occurring. The data collection activities support District structure operations, water use and environmental resource permitting and compliance, MFLs evaluation and status assessments, the Surface Water Improvement and Management (SWIM) Program, the Northern Tampa Bay Water Use Caution Area (NTBWUCA), the Southern Water Use Caution Area (SWUCA), the Dover/Plant City Water Use Caution Area (DPCWUCA), water supply planning in the District and CFWI Planning Area, modeling of surface water and groundwater systems, cooperative and district initiative project development and monitoring, and many resource evaluations and reports.

The categories of scientific data that are collected and monitored by District staff are discussed by station type and collection entity below. A portion of the data collection performed by the USGS was

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assumed by the District in FY2026 due to changes in their available funding and staffing. In addition to data collection completed or contracted by the District, scientific data submitted by Water Use Permit (WUP) holders are also considered to assess compliance with permit conditions.

a) Surface Water Flows and Levels. Funding supports data collection at the District's approximately 795 surface water level gauging stations and cooperative funding with the USGS for long-term discharge and water-level data collection at 138 river, stream, and canal stations. The USGS data are available to District staff and the public through the District's Environmental Data Portal (EDP) and the USGS National Water Dashboard.

b) Hydrogeologic Data. The District collects hydrogeologic data including lithologic, hydraulic, and water quality through exploratory coring, testing, and construction of monitor wells at sites across the District. Administered by the Geohydrologic Data Section, the Regional Observation and Monitor Well Program (ROMP) has been the District's primary source of hydrogeologic data and monitor well construction since its establishment in 1974. These hydrogeologic data support efforts such as the CFWI, Water Resource Assessment Projects (WRAPs), MFLs, sea level rise, and development of alternative water supplies. The monitor wells constructed through the ROMP also serve as essential infrastructure for long-term monitoring of groundwater levels and water quality.

c) Meteorologic Data. The meteorologic data monitoring program consists of measuring rainfall totals at 171 rain gauges, all of which provide near real-time data. The funding is for costs associated with measurement of rainfall including sensors, maintenance, repair, and replacement of equipment. Funding allows for the operation of one District evapotranspiration (ET) station for reference near Lake Hancock, as well as for District participation in a cooperative effort between the USGS and all five Florida WMDs to map statewide potential and reference ET using data measured from the Geostationary Operational Environmental Satellites (GOES). Funding also includes a collaborative effort between the five districts to provide high-resolution gauge-adjusted radar rainfall data that are used for hydrologic conditions reporting and modeling purposes.

d) Water Quality Data. The District collects data from water quality monitoring networks for springs, streams, lakes, wells, and estuaries coastal and inland rivers. The groundwater monitoring networks include the Coastal Groundwater Quality Monitoring Network (CGWQMN), Inland Floridan Aquifer System Monitoring Network (IFASMN), Coastal Springs, and the Upper Floridan Aquifer Nutrient Monitoring Network (UFANMN). Data from groundwater stations are used to evaluate seasonal and long-term changes in groundwater quality, as well as the interaction and connectivity between groundwater and surface water bodies. The District's surface-water monitoring activities include the Coastal Rivers, Lake Tsala Apopka, Charlotte Harbor, and Stream Water Quality monitoring networks. Data collected from these networks are essential for evaluating restoration efforts, supporting MFLs development, and informing resource-management decisions. The USGS collects long-term water quality data at 21 stations, which are available from their website.

e) Groundwater Levels. This funding provides for the maintenance and support of about 1,745 monitor wells in the data collection network. Data may be collected in 15-minute intervals, hourly, daily, or monthly. The District also uses funding to contract with the USGS to obtain continuous and monthly water levels at 1 site. Groundwater level data are available to the public through the District and USGS websites.

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Table 1. FY2027 – FY2031 Water Resource Development Data Collection and Analysis Activities

WRD Data Collection and Analysis Activities [1]	Budget Reference[1]	FY2027 Costs ($)	FY2028 Costs ($)	FY2029 Costs ($)	FY2030 Costs ($)	FY2031 Costs ($)	Total Costs ($)	Funding Source[2]
1) Research, Data Collection, Analysis & Monitoring	1.2.1, p.64							District, Local Cooperators, USGS
a) Surface Water Flows & Levels Data		$5,088,052	$5,088,052	$5,088,052	$5,088,052	$5,088,052	$25,440,260	
b) Geologic (includes ROMP) Data		$6,259,650	$6,259,650	$6,259,650	$6,259,650	$6,259,650	$31,298,250	
c) Meteorologic Data		$288,899	$288,899	$288,899	$288,899	$288,899	$1,444,495	
d) Water Quality Data		$711,876	$711,876	$711,876	$711,876	$711,876	$3,559,380	
e) Groundwater Levels Data		$1,188,406	$1,188,406	$1,188,406	$1,188,406	$1,188,406	$5,942,030	
f) Biologic Data		$1,363,947	$1,363,947	$1,363,947	$1,363,947	$1,363,947	$6,819,735	
g) Data Support		$4,330,209	$4,330,209	$4,330,209	$4,330,209	$4,330,209	$21,651,045	
2) Minimum Flows and Levels Program	1.1.2, p.60							District
a) Technical Support		$1,194,481	$1,194,481	$1,194,481	$1,194,481	$1,194,481	$5,972,405	
b) MFL Establishment/Evaluation		$656,955	$656,955	$656,955	$656,955	$656,955	$3,284,775	
3) Watershed Management Planning	1.1.3., p.62	$4,694,663	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$12,694,663	District, Local Cooperators, DEP
4) Quality of Water Improvement Program	2.2.3, p.88	$755,045	$755,045	$755,045	$755,045	$755,045	$3,775,225	District
5) Stormwater Improvement- Implementation of Storage and Conveyance BMPs	2.3.1, p.90	$116,673	$0	$0	$0	$0	$116,673	District
Totals		**$26,648,856**	**$23,837,520**	**$23,837,520**	**$23,837,520**	**$23,837,520**	**$121,998,936**	

Source: SWFWMD FY2026-27 Tentative Budget Submission.

[1.] The Program Activity/Sub-Activity and page number in the Tentative Budget Submission where the WRD Data Collection and Analysis Activities reside. The funding amounts within this table are subsets of the referenced Program Activity/Sub-Activity.

[2.] Acronyms: BMPs - Best Management Practices, DEP - Florida Department of Environmental Protection, MFL - Minimum Flows and Minimum Water Levels, ROMP - District Regional Observation and Monitor-well Program

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f) Biologic Data. The District monitors ecological conditions as they relate to both potential water use impacts and changes in hydrologic conditions. Funding for biologic data collection includes support for routine monitoring of wetlands to document changes in wetland health and assess level of recovery in impacted wetlands. Funding also supports SWIM Program efforts for seagrass mapping every two years along the Suncoast (Tampa Bay south to Charlotte Harbor) and every four years along the Springs Coast (Anclote Key to Waccasassa Bay). Additionally, submerged aquatic vegetation mapping occurs twice annually for each of the first-magnitude springs, all five of which are listed as SWIM Priority Water Bodies.

g) Data Support. This item provides administrative and management staff support for the hydrologic, water quality, meteorologic, and hydrogeologic data programs, as well as the chemistry laboratory, surveying, and the District's LoggerNet data acquisition system and Water Information System by Kisters (WISKI) and associated Environmental Data Portal (EDP) used for database management, storage and reporting.

Minimum Flows and Levels Program

Section 373.042, F.S., requires the state WMDs or the DEP to establish MFLs for aquifers, surface watercourses, and other surface water bodies. MFLs identify the water level or flow below which further withdrawals would be significantly harmful to the water resources or ecology of the area. Minimum flows for rivers, streams, estuaries, and springs, and minimum water levels for lakes, wetlands and aquifers are adopted into the District's Water Levels and Rates of Flow rules, Chapter 40D-8, Florida Administrative Code (F.A.C.), and are used in the District's water use permitting and water supply planning programs.

Reservations are rules that reserve water from allocation to water use permits when necessary for the protection of fish and wildlife or public health and safety. Reservations are adopted into the District Consumptive Use of Water rules, Chapter 40D-2, F.A.C., pursuant to Section 373.223, F.S., and are also used for water use permitting and water supply planning.

The District's processes for establishing MFLs and reservations include opportunities for interested stakeholders to review and comment on proposed MFLs or reservations and participate in public meetings. A publicly noticed independent scientific peer review process is used to support establishment of MFLs for flowing systems and aquifers, establishment of MFLs for other system types that are based on methods not previously subjected to peer review, and establishment of reservations. Stakeholder input and peer review findings are considered by the Governing Board when deciding whether to adopt proposed MFLs and reservations. District monitoring programs provide data to evaluate compliance with adopted MFLs and reservations, determine the need for recovery or prevention strategies, assess recovery where significant harm has occurred, as well as support future MFL and reservation reevaluations.

As of June 2026, the District plans to monitor and assess the status of 207 adopted MFLs, including MFLs for 28 river segments, 10 springs or spring groups, 126 lakes, 34 wetlands, and 9 aquifer sites (7 upper Floridan Aquifer [UFA] wells in the NTBWUCA, and 1 UFA well in the Most Impacted Area [MIA] of the SWUCA, and 1 UFA well in the DPCWUCA). The District also plans to monitor and assess the status of 2 adopted reservations, including a reservation for water stored in Lake Hancock and released to lower Saddle Creek for recovery of MFLs adopted for the upper Peace River and a reservation for water from Morris Bridge Sink for recovery of MFLs adopted for the lower Hillsborough River. In addition, the District is scheduling the establishment or reevaluation of 29 MFLs and 1 reservation through calendar year 2029.

The District's annual MFLs Priority List and Schedule and Reservations List and Schedule is approved by the Governing Board in October, submitted to DEP for review in November, and published in the Consolidated Annual Report the following March. Current adopted and proposed

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priority lists and schedules are also available on the District's Minimum Flows and Levels Documents and Reports webpage at: https://www.swfwmd.state.fl.us/projects/mfl/documents-and-reports.

Watershed Management Planning

The District addresses flooding problems in existing areas by preparing and implementing Watershed Management Plans (WMPs) in cooperation with local governments. The WMPs define flood conditions, identify flood level of service deficiencies, and evaluate BMPs to address those deficiencies. The WMPs include consideration of the capacity of a watershed to protect, enhance, and restore water quality and natural systems while achieving flood protection. The plans identify effective watershed management strategies and culminate in defining floodplain delineations and constructing selected BMPs.Local governments and the District combine their resources and exchange watershed data to implement the WMPs.

Additionally, flood hazard information generated by the WMPs is used by the Federal Emergency Management Agency (FEMA) to revise flood insurance rate maps. This helps to better define flood risk and is used extensively for land use planning by local governments and property owners. Since the WMPs may change based on growth and shifting priorities, the District also cooperates with local governments to update the WMPs when necessary, giving decision-makers opportunities throughout the program to determine when and where funds are needed.

Quality of Water Improvement Program (QWIP)

The Quality of Water Improvement Program (QWIP) was established in 1974 with the primary goal of preserving groundwater and surface water resources by providing funding assistance to incentivize landowners to properly plug abandoned, deteriorating, or improperly constructed artesian wells on their property. Thousands of wells constructed prior to current well construction standards are often deficient in casing, interconnecting aquifers with distinct water qualities. This enables mineralized groundwater to migrate upward, potentially altering the natural water quality of overlying aquifers and surface water bodies. When an abandoned artesian well is plugged with cement and/or bentonite from the bottom to the top, it re-establishes the natural isolation between aquifers and eliminates the upward flow of groundwater to the surface. Artesian wells within the District typically occur where the UFA is confined, so the region of emphasis for the QWIP is primarily in the SWUCA. Historically, the QWIP has proven to be a cost-effective method to promote the plugging of artesian wells.

Stormwater Improvements – Implementation of Storage and Conveyance BMPs

The District's WMPs and SWIM programs implement stormwater and conveyance BMPs for preventative flood protection, particularly in urban areas, and to improve surface water quality. BMPs include management actions, projects, and initiatives including design, permit, and construction of projects consistent with WMP and/or supportive of SWIM Plans. Some BMPs have been completed as District initiatives with the District as lead entity. Historically, however, most of these activities have been completed through the District's CFI program. The District continues to seek other external funding sources such as state or federal grant opportunities.

WRD Projects

The District has budgeted for 28 WRD projects that are ongoing. At the start of FY2027 (October 1, 2026), the District has allocated approximately $4.5 million in the budget for 3 of these projects. If a project received funding in prior years and is still ongoing it remains in the Work Program until completion. District funding for a number of the projects is matched to varying degrees by local cooperators including municipalities, state agencies, private agricultural operations, and others.

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The total cost of these projects, including cooperator shares, is approximately $20.5 million. It is estimated that approximately 47.24 million gallons per day (mgd) of additional water supply will be produced or conserved. The projects are listed in **Table 2** and are consistent with Programmatic Code 2.2.1 in the District's FY2027 budget. The WRD projects are organized into three groups:

Aquifer Storage and Recovery Feasibility and Pilot Testing

These projects are research and/or pilot projects designed to further the development of the innovative alternative water sources described in the RWSP. The projects for investigation of the lower Floridan aquifer are primarily District-led initiatives. The ASR and AR projects may involve both technical and financial assistance from the District.

Facilitating Agricultural Resource Management Systems (FARMS)

The FARMS Program is an agricultural BMP cost-share reimbursement program and public/private partnership developed by the District and the Florida Department of Agriculture and Consumer Services (FDACS). The program provides incentives to the agricultural community within the District to implement agricultural BMPs that will provide resource benefits including the reduction of groundwater withdrawals from the UFA, improvement of surface and groundwater quality impacted by groundwater withdrawals, and improvement of natural-system functions within wetlands and priority watersheds.

The FARMS Program operates under District Governing Board Policy to fund projects that provide these benefits while assisting in the implementation of the District's RWSP. This plan identifies strategic initiatives and regional priorities to meet the District's water management goals. These goals are based on improving and/or maintaining the water resource conditions of several regions within the District. Five primary goals for the FARMS Program are to:

1. Improve surface water quality which has been impacted by groundwater withdrawals, with priority given to projects in the Shell, Prairie, and Joshua Creek, or Horse Creek watersheds;
2. Conserve, restore, or augment the water resources and natural systems in the Upper Myakka River Watershed;
3. Reduce groundwater use in the SWUCA;
4. Reduce groundwater use for frost/freeze protection within the DPCWUCA;
5. Reduce UFA groundwater use and nutrient loading impacts in the Northern District.

These FARMS projects implement FDACS-approved BMPs that offset groundwater use with surface water and/or increase the overall efficiency of irrigation water use. Many projects have the added benefit of reducing agricultural impacts to surface water features. Properly implemented BMPs protect and conserve water resources and may increase crop production.

Environmental Restoration and MFL Recovery Projects

These projects include MFL recovery projects for the Hillsborough River Recovery Strategy, and SWUCA Saltwater Intrusion Minimum Aquifer Level (SWIMAL) in support of the SWUCA Recovery Strategy.

At the DEP's guidance, additional project details are available in spreadsheet format. The DEP will present Work Program project data from each of the WMDs on their website for public review, in accordance with Section 373.536(6)(b), F.S. The detailed spreadsheet includes project descriptions, schedules, cooperator and state funding levels, and the water bodies and planning regions supported. The District's proposed Work Program spreadsheet is available online at: https://www.swfwmd.state.fl.us/resources/plans-reports/water-resource-development-work-program

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Table 2. FY2027 – FY2031 District Funding and Total Project Cost for Water Resource Development Projects

Project Number	WRD Projects [1]	Total Prior District Funding	FY2027 District Cost	FY2028 District Cost	FY2029 District Cost	FY2030 District Cost	FY2031 District Cost	Total Cost District + Cooperator	Funding Source [2]	Quantity developed or conserved[1]
1) Aquifer Storage and Recovery Feasibility and Pilot Testing (Programmatic Code 2.2.1.1)										
N855	Southern Hillsborough Aquifer Recharge Program (SHARP) Phase 2	$4,058,820	$0	$0	$0	$0	$0	$8,217,640	District, Hillsborough County	4
P925	Optical Borehole Imaging Data Collection from LFA Wells	$100,200	$0	$0	$0	$0	$0	$167,000	District, USGS	NA
P926	Sources/Ages of Groundwater in LFA Wells	$368,300	$0	$0	$0	$0	$0	$736,600	District, USGS	NA
Q064	Direct Aquifer Recharge - North Hillsborough Aquifer Recharge Program Phase 2	$500,000	$0	$0	$0	$0	$0	$1,000,000	District, Hillsborough County	Study
Q159	Sarasota County - Bee Ridge Water Reclamation Facility Aquifer Recharge	$915,511	$0	$0	$0	$0	$0	$1,831,022	District, Sarasota County	5
P189	Aquifer Recharge Testing at Flatford Swamp	$1,211,000	$0	$0	$0	$0	$0	$1,211,000	District	NA
2) Facilitating Agricultural Resource Management Systems (FARMS) (Programmatic Code 2.2.1.2)										
H017	FARMS Projects (H017) 3	Annual Request	$4,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	Annual Request	District	30.34

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Project Number	WRD Projects 1	Total Prior District Funding	FY2027 District Cost	FY2028 District Cost	FY2029 District Cost	FY2030 District Cost	FY2031 District Cost	Total Cost District + Cooperator	Funding Source 2	Quantity developed or conserved1
H807	FARMS-Sizemore Group Automation	$182,857	$0	$0	$0	$0	$0	$243,809	District, Sizemore Group Automation	0.0307
H821	JAMES KEEN 62	$380,400	$0	$0	$0	$0	$0	$622,700	District, JAMES KEEN 62	0.082
H825	BERRY RED FARMS, LLC	$164,640	$0	$0	$0	$0	$0	$219,251	District, BERRY RED FARMS, LLC	0.060
H826	FD BERRIES USA LLC - Twitty Road South	$119,129	$0	$0	$0	$0	$0	$171,129	District, FD BERRIES USA LLC - Twitty Road South	0.025
H829	Sandhill Native Growers - Ph 2	$64,687	$0	$0	$0	$0	$0	$102,687	District, Sandhill Native Growers - Ph 2	0.025
H834	Jim Rash, Inc. - Zoffay Road	$64,214	$0	$0	$0	$0	$0	$85,619	District, Jim Rash, Inc. - Zoffay Road	0.018
H836	Bethel Farms, LLLP - Lily Grove	$274,067	$0	$0	$0	$0	$0	$373,977	District, Bethel Farms, LLLP - Lily Grove	0.045
H837	Noble Ag, LLC - Lasso Citrus	$97,151	$0	$0	$0	$0	$0	$131,951	District, Noble Ag, LLC - Lasso Citrus	0.040
H838	Windmill Farms Nurseries, Inc. - Phase 3	$46,240	$0	$0	$0	$0	$0	$92,480	District, Windmill Farms Nurseries, Inc. - Phase 3	0.071
H840	Bowlegs Citrus, LLC	$76,550	$0	$0	$0	$0	$0	$102,067	District, Bowlegs Citrus, LLC	0.018

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Project Number	WRD Projects 1	Total Prior District Funding	FY2027 District Cost	FY2028 District Cost	FY2029 District Cost	FY2030 District Cost	FY2031 District Cost	Total Cost District + Cooperator	Funding Source 2	Quantity developed or conserved1
H842	Oak Ridge Fish Hatchery, Inc.	$178,360	$0	$0	$0	$0	$0	$178,360	District, Oak Ridge Fish Hatchery, Inc.	0.020
H844	Sweet Roots Family Farms Corp.	$36,378	$0	$0	$0	$0	$0	$48,505	District, Sweet Roots Family Farms Corp.	0.030
H845	Magic Greens, Inc.	$544,985	$0	$0	$0	$0	$0	$726,647	District, Magic Greens, Inc.	0.085
H847	Four Mile Grade, LLC	$689,392	$0	$0	$0	$0	$0	$1,148,260	District, Four Mile Grade, LLC	0.151
H848	597 Josh Road, LLC	$85,093	$0	$0	$0	$0	$0	$113,458	District, 597 Josh Road, LLC	0.047
H849	Mathis Farms, Inc. - Palm Lake	$495,927	$0	$0	$0	$0	$0	$661,236	District, Mathis Farms, Inc. - Palm Lake	0.117
H839	Longino Ranch, Inc. - Flint Farm	$422,161	$0	$0	$0	$0	$0	$887,326	District, Longino Ranch, Inc. - Flint Farm	0.120
H850	Seaboard Berry	$46,038	$0	$0	$0	$0	$0	$61,384	District, Seaboard Berry	0.013
H529	Mini-FARMS Program 3	Annual Request	$500,000	$500,000	$500,000	$500,000	$500,000	Annual Request	District	3.000
3) Minimum Flows and Minimum Water Levels Recovery 4 (Programmatic Code 2.2.1.3)										
H404-1	Lower Hillsborough River Recovery Strategy Morris Bridge Sink	$ 1,349,982	$0	$0	$0	$0	$0	$ 1,349,982	District	3.90

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Project Number	WRD Projects 1	Total Prior District Funding	FY2027 District Cost	FY2028 District Cost	FY2029 District Cost	FY2030 District Cost	FY2031 District Cost	Total Cost District + Cooperator	Funding Source [2]	Quantity developed or conserved[1]
H400-14	Lower Hillsborough River Biological Data Collection	$0	$50,000	$0	$0	$0	$0	$50,000	District	NA
Water Resource Development Project Totals		**$12,472,082**	**$4,550,000**	**$3,500,000**	**$3,500,000**	**$3,500,000**	**$3,500,000**	**$20,534,090**		**47.24**

1. Acronyms: NA - not applicable, mgd - million gallons per day, MIA - Most Impacted Area of the SWUCA, SWIMAL - Salt Water Intrusion Minimum Aquifer Level, USGS - United States Geological Survey, ASR – Aquifer Storage Recovery, LFA – Lower Floridan Aquifer.
2. The FARMS lead program (H017) and Mini-FARMS (H529) quantities conserved represents period of record offsets plus estimated conserved in future during WRDWP planning. Sub-projects list estimated project savings as of July 2026.
3. H400 and H404 consists of many sub-projects. WRDWP only represents ongoing efforts and aligns with STAR reporting.

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Water Supply Development Assistance

Water supply development (WSD) is defined as the planning, design, construction, operation, and maintenance of public or private facilities for water collection, production, treatment, transmission, or distribution for sale, resale, or end use (Section 373.019(26), F.S). Regional water supply authorities, local governments, and public and privately-owned water utilities typically have the lead role in implementing WSD projects (Section 373.705, F.S.). The District provides funding assistance to these entities for projects that are consistent with the District's Strategic Plan, SWIM Plans, and the District and CFWI RWSPs. Final decisions regarding the funding of projects are the exclusive responsibility of the District's Governing Board. The District's primary funding mechanism for WSD assistance is the Cooperative Funding Initiative (CFI), which is described in the Funding Sources section of this Work Program.

The District has 31 budgeted or ongoing water supply development projects in FY2027, including 1 water supply planning project that supports WSD. As shown in **Table 3-h**, the District is funding approximately $66 million in FY2027 for 7 WSD projects. The project budgets shown are consistent with the District's Programmatic Budget under activity codes 2.2.2 (WSD) and 1.1.1 (water supply planning). The water supply projects are listed in **Table 3-a to 3-g**, grouped by the following budget sub-categories and sorted by project code number:

- Surface Water Projects
- Regional Potable Water Interconnect Projects
- Reclaimed Water Projects
- Brackish Groundwater Development Projects
- ASR and AR Projects
- Conservation Projects
- Water Supply Planning Projects

Most WSD projects are funded within one year, but large projects may have construction budgets over multiple years to coincide with each year's predicted expenses. Since the District budget is adopted on an annual basis, the future funding for ongoing projects is estimated based on projected costs and schedules. The amount needed for new regional interconnects and water treatment facilities can vary greatly from year to year, peaking as large infrastructure projects move from design to construction phases. Beginning in fiscal year 2028, the CFI program will focus on funding projects that benefit first magnitude spring systems in our northern region and prioritized regional large-scale alternative water supply (AWS) projects. Funding for other types of projects will not be available.

Significant new funding has been proposed in the FY2027-31 timeframe for the PRMRWSA Reservoir No.3, PRWC's Southeast and West Polk Lower Floridan Aquifer Wellfields, and Tampa Bay Water's Southern Hillsborough County Transmission Expansion.

The listed projects that have no FY2027 or future funding are ongoing with prior year funding. Projects are omitted from the Work Program when they are completed and final reimbursement is provided.

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Table 3-a. Surface Water Projects

Project Number	Water Supply Development Assistance - Surface Water Projects (Programmatic Budget 2.2.2.1)	Prior District Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	FY2031 Funding	Total Project Cost	Supply (mgd)
Q272	PRMRWSA - Reservoir No. 3	$46,682,867	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$13,017,133	$609,355,532	NA
Total Surface Water Projects		**$46,682,867**	**$14,000,000**	**$14,000,000**	**$14,000,000**	**$14,000,000**	**$13,017,133**	**$609,355,532**	0

Table 3-b. Regional Potable Interconnects

Project Number	Water Supply Development Assistance - Regional Potable Water Interconnects (Programmatic Budget 2.2.2.2)	Prior District Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	FY2031 Funding	Total Project Cost	Supply (mgd)
Q216	PRWC Regional Transmission Southeast	$61,565,675	$9,270,437	$5,176,889	$0	$0	$0	$233,422,344	NA
Q241	TBW - Southern Hillsborough County Transmission Expansion	$33,359,207	$17,500,000	$17,500,000	$17,500,000	$17,500,000	$17,500,000	$438,709,630	NA
Q313	PRMRWSA- Regional Integrated Loop System Ph 3C	$26,550,000	$0	$0	$0	$0	$0	$71,920,000	NA
Q355	PRMRWSA- Regional Integrated Loop System Ph 2b	$36,150,000	$0	$0	$0	$0	$0	$87,440,545	NA
Total Regional Potable Water Interconnect Projects		**$157,624,882**	**$26,770,437**	**$22,676,889**	**$17,500,000**	**$17,500,000**	**$17,500,000**	**$831,492,519**	0

Table 3-c. Reclaimed Water Projects

Project Number	Water Supply Development Assistance - Reclaimed Water Projects (Programmatic Budget 2.2.2.3)	Prior District Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	FY2031 Funding	Total Project Cost	Supply (mgd)
N868	Polk County Utilities NERUSA Ernie Caldwell Blvd Reclaimed Water Transmission	$1,056,500	$0	$0	$0	$0	$0	$2,113,000	0.414
Q066	Polk County Utilities- NERUSA Lake Wilson Road Reuse	$262,750	$0	$0	$0	$0	$0	$525,500	0.18
Q067	Polk County Utilities-NERUSA Southeast Reuse Loop	$2,186,750	$0	$0	$0	$0	$0	$4,373,500	0.522
Q105	Citrus County Sugarmill Woods Golf Course Reuse	$1,834,000	$0	$0	$0	$0	$0	$3,918,000	0.5
Q113	City of Plant City McIntosh Park Indirect Potable Reuse Feasability Study	$300,000	$0	$0	$0	$0	$0	$600,000	Study
Q160	Sarasota County Honore Avenue Reclaimed Water Transmission	$1,500,000	$0	$0	$0	$0	$0	$3,000,000	0.533
Q209	Polk County Direct Potable Reuse Feasibility and Pilot Demo	$795,000	$0	$0	$0	$0	$0	$2,591,582	Study
Q268	Braden River Utilities Taylor Road Area Transmission	$3,550,000	$0	$0	$0	$0	$0	$7,356,405	1.57
Q274	Zephyrhills - Zephyr to Pasco Reclaimed Water Interconnect	$880,000	$0	$0	$0	$0	$0	$1,760,000	NA
Total Reclaimed Water Projects		**$12,365,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$26,237,987**	**3.719**

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Table 3-d. Brackish Groundwater Projects

Project Number	Water Supply Development Assistance - Brackish Groundwater Development Projects (Programmatic Budget 2.2.2.4)	Prior District Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	FY2031 Funding	Total Project Cost	Supply (mgd)
Q184	PRWC - Southeast Wellfield Implementation	$43,834,987	$14,500,000	$14,500,000	$14,500,000	$4,141,125	$4,315,278	$312,240,924	12.5
Q308	PRWC - West Polk Wellfield	$23,015,498	$10,000,000	$10,000,000	$10,000,000	$6,424,501	$0	$228,144,000	10
Total Brackish Groundwater Projects		**$66,850,485**	**$24,500,000**	**$24,500,000**	**$24,500,000**	**$10,565,626**	**$4,315,278**	**$540,384,924**	**22.50**

Table 3-e. Aquifer Storage and Recovery (ASR) and Aquifer Recharge Projects

Project Number	Water Supply Development Assistance - Aquifer Recharge/ Storage and Recovery Projects (Programmatic Budget 2.2.2.5)	Prior District Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	FY2031 Funding	Total Project Cost	Supply (mgd)
N435	City of Bradenton Surface Water Aquifer Storage Recovery 2	$2,350,000	$0	$0	$0	$0	$0	$4,700,000	Storage
Total Aquifer Recharge/ASR Projects		**$2,350,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,700,000**	**0**

Table 3-f. Conservation Projects

Project Number	Water Supply Development Assistance - Conservation Rebates, Retrofits, Etc. Projects (Programmatic Budget 2.2.2.7)	Prior District Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	FY2031 Funding	Total Project Cost	Supply (mgd)
B015	Water Incentives Supporting Efficient (WISE) Program	Annual Request	$225,000	$225,000	$225,000	$225,000	$225,000	Annual Request	0.835
N973	Winter Haven Consumption/Conservation Programs Data Management Software	$60,000	$0	$0	$0	$0	$0	$120,000	0.016
Q145	Longboat Key Club - Advanced Irrigation System	$508,516	$0	$0	$0	$0	$0	$1,115,000	0.095
Q215	TBW - Demand Management Program Phase 2	$1,432,238	$0	$0	$0	$0	$0	$2,864,476	0.93
Q245	Pinellas County AMI Metering Analytics	$139,414	$0	$0	$0	$0	$0	$278,828	0.111
Q266	Polk County - Florida Water Star Builder Reimbursement Program	$20,000	$0	$0	$0	$0	$0	$40,000	0.005
Q267	PRWC- Demand Management Implementation	$102,679	$0	$0	$0	$0	$0	$205,358	0.064
P964	Water Use Evals for Non-Ag Users	$103,400	$0	$0	$0	$0	$0	$103,400	0.011
Q311	Bay Laurel CCDD Water Conservation Program Phase 2	$191,900	$0	$0	$0	$0	$0	$383,800	0.055
Q371	Polk County Irrigation System Evaluation Program, Phase 8	$72,500	$0	$0	$0	$0	$0	$178,750	0.053

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Project Number	Water Supply Development Assistance - Conservation Rebates, Retrofits, Etc. Projects (Programmatic Budget 2.2.2.7)	Prior District Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	FY2031 Funding	Total Project Cost	Supply (mgd)
Q387	St. Pete Sensible Sprinkling Program, Phase 11	$50,000	$0	$0	$0	$0	$0	$100,000	0.055
Q414	TBW Demand Management Plan Implementation - Phase 6	$528,000	$0	$0	$0	$0	$0	$1,056,000	0.45
Q438	TBW Demand Management Plan Implementation - Phase 7	$0	$536,952	$0	$0	$0	$0	$1,073,904	0.451
Total Conservation Rebates, Retrofits, Etc.		**$3,208,647**	**$761,952**	**$225,000**	**$225,000**	**$225,000**	**$225,000**	**$7,519,516**	**3.131**

Table 3-g. Water Supply Planning Projects

Project Number	Water Supply Planning (Programmatic Budget 1.1.1)	Prior District Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	FY2031 Funding	Total Project Cost	Supply (mgd)
Q324	WRWSA Regional Water Supply Plan 2024 Update	$175,000	$0	$0	$0	$0	$0	$350,000	NA
Total Planning Projects		**$175,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$350,000**	**0**

Table 3-h. Summary of Funding for Water Supply Development Projects

Water Supply Development Assistance Project Totals (Programmatic Budget 2.2.2 & 1.1.1)	Prior District Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	FY2031 Funding	Total Project Cost	Supply (mgd)
Surface Water Projects	$46,682,867	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$13,017,133	$609,355,532	0.00
Regional Potable Water Interconnect Projects	$157,624,882	$26,770,437	$22,676,889	$17,500,000	$17,500,000	$17,500,000	$831,492,519	0.00
Reclaimed Water Projects	$12,365,000	$0	$0	$0	$0	$0	$26,237,987	3.72
Brackish Groundwater Development Projects	$66,850,485	$24,500,000	$24,500,000	$24,500,000	$10,565,626	$4,315,278	$540,384,924	22.50
Aquifer Recharge/ Storage and Recovery Projects	$2,350,000	$0	$0	$0	$0	$0	$4,700,000	0.00
Conservation Projects	$3,208,647	$761,952	$225,000	$225,000	$225,000	$225,000	$7,519,516	3.13
Water Supply Planning Projects	$175,000	$0	$0	$0	$0	$0	$350,000	0.00
Total Funding for Water Supply Development Projects	$289,256,881	$66,032,389	$61,401,889	$56,225,000	$42,290,626	$35,057,411	$2,020,040,478	29.35

Acronyms: ASR - aquifer storage and recovery, BMPs - best management practices, mgd - million gallons per day, NERUSA/NWRUSA - Northeast/Northwest Regional Utility Service Areas of Polk County Utilities, PRMRWSA - Peace River Manasota Regional Water Supply Authority, PRWC - Polk Regional Water Cooperative, WRWSA - Withlacoochee Regional Water Supply Authority, TBW - Tampa Bay Water, CDD - Community Development District

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Funding Sources

The District provides significant financial assistance for WRD and WSD projects through the District's CFI and District Initiatives. The financial assistance is provided primarily to governmental entities, but private entities may also participate in these programs. Portions of state funding are allocated to the District through the DEP and from legislative appropriations for the Springs Initiative, the Florida Forever Program and the Water Protection and Sustainability Program. These sources are described below.

District Funding

Cooperative Funding Initiative – The District's primary funding mechanism is its CFI, which includes funding for major regional WSD and WRD projects as well as localized projects throughout the District's 16-county jurisdiction. The CFI is a matching grant program that enables the Governing Board to jointly participate with local governments and other entities to ensure proper development, use, and protection of regional water resources within the District. Projects of mutual benefit are generally funded 50 percent by the District and 50 percent by public or private cooperators. Communities or counties qualifying under the Rural Economic Development Initiative (Section 288.0656, F.S.) may be eligible for greater matching shares.

Projects with construction costs exceeding $5 million will undergo a third-party review to confirm costs, schedules, and ability to meet its resource benefits. Any state and federal funds received for the projects are applied directly against the project costs, with both parties benefitting equally.

Beginning in 2023, state and federal funds may be applied to eligible cost increases incurred above the Governing Board approved total project cost, before equally reducing both parties' share. The District is committed to solving the region's water resource issues through cooperative programs, such as the CFI, which has been in place since 1988. These efforts have been highly successful, resulting in a combined investment (District and cooperators) of approximately $4.5 billion in incentive-based funding assistance for a variety of water resource projects addressing the District's four areas of responsibility: water supply, natural systems, flood protection and water quality.

District Initiatives – Projects implemented through District Initiatives are of great importance or a regional priority and, in most cases, are fully funded by the District. Examples of these initiatives include WRD projects such as: (1) the QWIP to plug abandoned, deteriorating, or improperly constructed artesian wells that adversely affect water resources through excessive runoff of mineralized groundwater into nearby waterways and the interconnection of multiple aquifers; (2) the Utilities Services Group to conserve water by assisting utilities in controlling their water loss; (3) data collection and analysis to support major District initiatives such as the MFLs program; (4) the FARMS Program and other various agricultural research projects designed to increase the water-use efficiency of agricultural operations; (5) WRD investigations and MFLs recovery projects which may not have local cooperators; and (6) the Water Incentives Supporting Efficiency (WISE) Program launched in 2019 to offer cost-share funding (50 percent match with a maximum of $20,000 per project) for a wide variety of water conservation projects with non- agricultural entities.

The District's FARMS Program is a cost-share reimbursement program that was developed by the District and the FDACS in 2003 for the purpose of implementing production-scale agricultural BMP projects. Since inception, the District has co-funded $60 million towards $102.3 million in total project costs for 274 projects, resulting in 33.8 mgd of water resource benefits. The program utilizes state funding when available. No funding has been provided by state appropriations since FY2009.

State Funding

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DEP Springs Initiative – A legislative appropriation specific to providing for the protection and restoration of Florida's major springs systems has enabled the DEP to assist local governments in achieving restoration goals through its Springs Initiative program. Eligible project types include agricultural BMPs, water conservation, hydrologic restoration, reuse, land acquisition, septic-to-sewer, wastewater treatment upgrades, and stormwater treatment. Projects funded by this initiative within the District's boundaries include the re-establishment of aquatic and shoreline vegetation near spring vents, construction of infrastructure necessary to convey wastewater in priority focus areas of Outstanding Florida Springs (i.e., conversion of septic systems to sewer) which may increase reclaimed water production, and implementation of other BMPs within springshed basins. Projects that have been awarded funding from the DEP Springs Initiative grant may also be eligible for funding through the District's CFI. These projects are listed in the Work Program Appendix A - Projects for Implementing BMAPs. The District did not receive applications for FY202 for new funding.

The Florida Forever Program – The Florida Forever Act, as originally passed by the Florida Legislature in 1999, established the 10-year $3 billion statewide Florida Forever Program. The program was extended by the Legislature during the 2008 legislative session, allowing the program to continue for 10 more years at $300 million annually. A specific $30.8 million appropriation in the state's FY2026 budget was provided to the District for the acquisition of Kirkland Ranch property, approximately 947 acres in Pasco County, for water and land conservation. Previously, FY2011 was the last year the District received any new funding for the program. Since 1999, the District has allocated $125.8 million ($112.4 million for land acquisition and $13.4 million for water body restoration) of Florida Forever funding Districtwide in support of WRD.

A "water resource development project" eligible for funding under the Florida Forever program is defined in Section 259.105, F.S., as a project that increases the amount of water available to meet the needs of natural systems and the citizens of the state by enhancing or restoring AR, facilitating the capture and storage of excess flows in surface waters, or promoting reuse. Implementation of eligible projects under the program includes land acquisition, land and water body restoration, ASR facilities, surface water reservoirs, and other capital improvements. Numerous tracts have been acquired in the northern region including Potts and Flying Eagle preserves, Three Sisters Springs, and coastal preserves at Weeki Wachee and Chassahowitzka Rivers. A primary example of how the funds were used by the District for WRD was the purchase of lands around Lake Hancock within the Peace River watershed as the first step in restoring minimum flows to the upper Peace River. In addition, the District Governing Board expended $35.7 million in ad valorem-based funding to complete the acquisition of lands associated with the Lake Hancock project which were acquired on a voluntary basis and through eminent domain proceedings. In FY2023, the District expended the final balance of its prior-year funds held in the state's Florida Forever Trust Fund.

Water Protection and Sustainability Program – Large areas of Florida do not have sufficient traditional water resources to meet the future needs of the state's growing population and the needs of the environment, agriculture, and industry. The state's Water Protection and Sustainability Program Trust Fund (WPSPTF) was created in the 2005 legislative session through Senate Bill 444 to accelerate the development of alternative water sources and later recreated in Chapter 373, F.S., as part of the 2009 legislative session. Legislation focused on encouraging cooperation in the development of AWS and improving the linkage between local governments' land use plans and WMDs' RWSPs. The program provides matching funds to the District for alternative water supply development assistance. From FY2006 through FY2009, the District was appropriated a total of $53.75 million by the Legislature through the WPSPTF for WSD projects. An additional $700,000 in appropriations were allocated to the District between FY2020 and FY2021.

Program funds are applied toward a maximum of 20 percent of eligible project construction costs. In addition, the Legislature established a goal for each water management district to annually contribute funding equal to 100 percent of the state funding for alternative water supply

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development assistance, which the District has exceeded annually. The legislation also requires that a minimum of 80 percent of the WPSPTF funding be related to projects identified in a district water supply plan. The District's RWSP is utilized in the identification of the majority of WPSPTF-eligible projects. Projects are evaluated for funding based on consideration of the 14 factors described in Subsections 373.707(8)(f) and (g), F.S., and additional District evaluation factors as appropriate.

Water Supply and Water Resource Development Grant Program – In FY2020, the state appropriated funds in addition to the Water Protection and Sustainability Program through the establishment of a Water Supply and Water Resource Development grant program in order to maximize the effort of addressing the demands on Florida's water supply to meet the future needs of the state's growing population and the needs of the environment. By identifying and researching all viable alternative water supply resources, the grant program is intended to help communities plan for and implement conservation, reuse, and other WSD and WRD projects. Projects selected for funding are prioritized by areas of greatest need and greatest benefit, including timeliness of implementation. From FY2020 through FY2026, more than $72 million has been awarded to the District by DEP for alternative water supply development through this grant program with an additional $12 million anticipated in FY2027.

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Summary/Conclusions

The Work Program presented herein is adequate to ensure water is available to timely meet the water supply needs of existing and future reasonable-beneficial uses for a 1-in-10-year drought event and to avoid the adverse effects of competition for water supplies. Over the next five years, this Work Program outlines the District's commitment to ensure the availability of adequate water supplies for all reasonable-beneficial uses and to maintain the function of natural systems. It additionally illustrates the contributions of the District in support of MFLs and water reservations.

This Work Program outlines activities and projects that will make available 76.59 mgd of water upon completion, including reuse water and new potable supply. These benefits are associated with approximately $97.2 million budgeted for FY2027. The proposed funding for the 5-year Work Program is approximately $401.5 million through FY2027-31. **Table 4** below summarizes the funding categorized in the Work Program as WRD data collection and analysis activities, WRD Projects, and WSD Projects.

Table 4. Work Program Summary

WRD Data Collection and Analysis Activities	Sum of Current Year District Funding (FY2027)	Sum of Five-Year District Funding (F2027-31)	Sum of Water Made Available (mgd)
Water Resource Development - Data Collection and Analysis Activities (Table 1)	$26,648,856	$121,998,936	NA
Water Resource Development - Projects (Table 2)	$4,550,000	$18,550,000	47.24
Water Supply Development - Projects (Table 3-h)	$66,032,389	$261,007,351	29.35
Totals	**$97,231,245**	**$401,556,287**	**76.59**

At the DEP's guidance, specific project details are provided in spreadsheet format. The DEP will present Work Program project data from each of the WMDs on their website for public review, in accordance with Section 373.536(6)(b), F.S. The detailed spreadsheet includes project schedules, cooperator and state funding levels, and the waterbodies and planning regions supported. The District's proposed Work Program projects spreadsheet is available online at: https://www.swfwmd.state.fl.us/resources/plans-reports/water-resource-development-work-program.

The WRD and water supply projects set forth a commitment to develop projects associated with the implementation of MFLs, recovery/prevention strategies, and water reservations. The majority of projects are located within the SWUCA or NTBWUCA and support their recovery strategies by reducing impacts to the UFA. The remaining projects are in the District's Northern Planning Region, where a proactive, preventative approach is taken to optimize available water resources.

The data collection and analysis activities are a critical part of the WRD component implemented by the District. These activities support the District's MFLs programs. At the beginning of FY2027, the District has established and continues to monitor 207 adopted MFLs, as well as scheduled the establishment or revaluation of 29 MFLs through FY2029. The District's annual MFLs Priority List and Schedule and Reservations List and Schedule is published in the Consolidated Annual Report, and can also be found on the District's webpage at: https://www.swfwmd.state.fl.us/projects/mfl/documents-and-reports.

Other data collection and analysis activities include conducting watershed management planning, the QWIP to preserve water resources through proper well abandonment, and the Implementation of stormwater storage and conveyance BMPs.

This document complies with WCAG 2.2 AA standards

Appendix A
District Projects for Implementing Basin Management Action Plans

Basin Management Action Plans (BMAPs), led by the DEP, provide technical direction for restoring impaired waters by achieving pollutant reductions established by a Total Maximum Daily Load (TMDL). In 2016, the Florida Legislature amended Section 373.036, F.S., to require the identification of all specific projects that implement a BMAP or a recovery or prevention strategy in the Work Program. Consistent with section 373.036, F.S., and in a manner directed by the DEP and coordinated with all five WMDs, this Appendix A of the Work Program provides a five-year funding outlook for projects that are BMAP-related and include District funding. The District budgeted for thirteen BMAP projects, each benefiting the water quality of first- magnitude springs in the District's Northern Planning Region.

Kings Bay/Crystal River Basin Management Action Plan

- Citrus County Cambridge Greens Septic to Sewer (W432)
- Crystal River Preserve State Park Redfish Hole Restoration (W401)
- Submerged Aquatic Vegetation Mapping (WS01)
- Three Sisters Education Campaign (W466)

Chassahowitzka, Homosassa Springs Basin management Action Plan

- Citrus County Old Homosassa West Septic to Sewer Project (WH04)
- Citrus County Old Homosassa East Septic to Sewer project (Q134)
- Submerged Aquatic Vegetation Mapping – Chassahowitzka (WS01)
- Submerged Aquatic Vegetation Mapping – Homosassa (WS01)
- NW Hernando Septic to Sewer Feasibility Study (Q419)
- Investigation of Drivers of Chaetomorpha in the Chassahowitzka and Homosassa Rivers (WC01/WH01)

Weeki Wachee Springs Basin Management Action Plan

- Hernando County Weeki Wachee Springshed Nitrogen Removal Stormwater Retrofits (WW05)
- Submerged Aquatic Vegetation Mapping (WS01)
- Weeki Wachee Education Campaign (W466)
- NW Hernando Septic to Sewer Feasibility Study (Q419)

Rainbow Springs Basin Management Action Plan

- Submerged Aquatic Vegetation Mapping (WS01)
- Rainbow River Education Campaign (W466)

The projects are categorized under various District Programmatic Budget activity codes. District funding shares are presented in Table A-1. Funding awarded from the DEP is reflected in the funding columns. Additional funding from the local cooperator shares, including state appropriations, are reflected under the total project cost. Project details are available in the Work Program BMAP spreadsheet available online at: https://www.swfwmd.state.fl.us/resources/plans-reports/water-resource-development-work-program.

This document complies with WCAG 2.2 AA standards

Table A-1. Projects for Implementing BMAPs

BMAPs Projects	Prior Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	FY2031 Funding	Total Project Cost	Funding Sources
Citrus County Cambridge Greens Septic to Sewer (W432)	$7,200,500	$0	$0	$0	$0	$0	$10,243,000	District, DEP, Citrus County, State
Citrus County Old Homosassa West Septic to Sewer Project (WH04)	$8,950,800	$0	$0	$0	$0	$0	$10,333,000	District, DEP, Citrus County, State
Citrus County Old Homosassa East Septic to Sewer Project (Q134)	$15,660,800	$0	$0	$0	$0	$0	$18,131,600	District, DEP, Citrus County, State
Hernando County Weeki Wachee Springshed Nitrogen Removal Stormwater Retrofits (WW05)	$1,000,000	$0	$0	$0	$0	$0	$2,000,000	District, County
Crystal River Preserve State Park Redfish Hole Restoration (W401)	$197,601	$2,000,000	$0	$0	$0	$0	$2,197,601	District
Weeki Wachee Education Campaign (W466)	Annual Request	$15,000	$15,000	$15,000	$15,000	$15,000	Annual Request	District
Three Sisters Education Campaign (W466)	Annual Request	$5,000	$5,000	$5,000	$5,000	$5,000	Annual Request	District
Rainbow River Education Campaign (W466)	Annual Request	$5,000	$5,000	$5,000	$5,000	$5,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	$55,000	$55,000	$55,000	$55,000	$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	$55,000	$55,000	$55,000	$55,000	$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	$55,000	$55,000	$55,000	$55,000	$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	$55,000	$55,000	$55,000	$55,000	$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	$55,000	$55,000	$55,000	$55,000	$55,000	Annual Request	District

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BMAPs Projects	Prior Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	FY2031 Funding	Total Project Cost	Funding Sources
NW Hernando Septic to Sewer Feas. Study (Q419)	$75,000	$0	$0	$0	$0	$0	$150,000	District, Hernando County
Investigation of Drivers of Chaetomorpha in the Chassahowitzka and Homosassa Rivers (WC01/WH01)	$99,842.74	$0	$0	$0	$0	$0	$99,842.74	District
Totals	**$33,184,543.74**	**$2,300,000**	**$300,000**	**$300,000**	**$300,000**	**$300,000**	**$43,155,044**	

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CONSENT AGENDA

September 22, 2026

Operations, Lands & Resource Monitoring Committee: Sale of Easement to Florida Power & Light Company – Charlotte Harbor Preserve State Park – SWF Parcel No. 20-708-141X (Charlotte County)

Purpose

The purpose of this item is to request Governing Board approval for the sale of a fifty (50) year term easement (Easement) to Florida Power & Light Company (FPL) for the construction, operation and maintenance of an overhead electrical transmission line and associated concrete support poles within the Charlotte Harbor Preserve State Park (Park).

Background

In 1995, the District and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (BOT) jointly acquired the parent parcel, SWF Parcel Number 20-708-102, the Charlotte Harbor Preserve State Park. The Park is managed by the Florida Department of Environmental Protection (FDEP), Division of Recreation and Parks (DRP).

Earlier this year, FPL requested a 0.08-acre easement on the parent parcel for the construction, operation, and maintenance of an overhead 230kV electrical transmission line and associated concrete support poles. The proposed transmission line will be located adjacent to the State Road 776 corridor, parallel to the east side of State Road 776, where it will connect to the new FPL transmission facilities that will be co-located with existing FPL distribution facilities. The proposed transmission line will enhance system reliability and improve resiliency for the public. BOT, FDEP, and DRP are in support of the Easement. The Acquisition and Restoration Council has approved the Easement request, and the Division of State Lands (DSL) will execute the Easement following approval by the Governing Board.

Appraisal and Price

DSL obtained an appraisal report for the Easement from Property Valuation & Consulting, Inc. The date of valuation of the appraisal report is July 14, 2026, with a reported value of $6,900.

Benefits/Costs

The District and BOT will split the proceeds 50/50 from the sale of the Easement and each receive $3,450. FPL has already provided BOT with its share of the proceeds. FPL will maintain the easement area in accordance with the terms set forth in the easement. There is no cost to the District other than the staff time to process the sale of the Easement.

Strategic Plan

This Easement supports the District’s Strategic Plan Land Management Core Business Process.

Exhibits

Exhibit 1 – Location Map
Exhibit 2 – Site Map
Exhibit 3 – Purchase/Sale Agreement
Exhibit 4 – Easement

This document complies with WCAG 2.2 AA standards

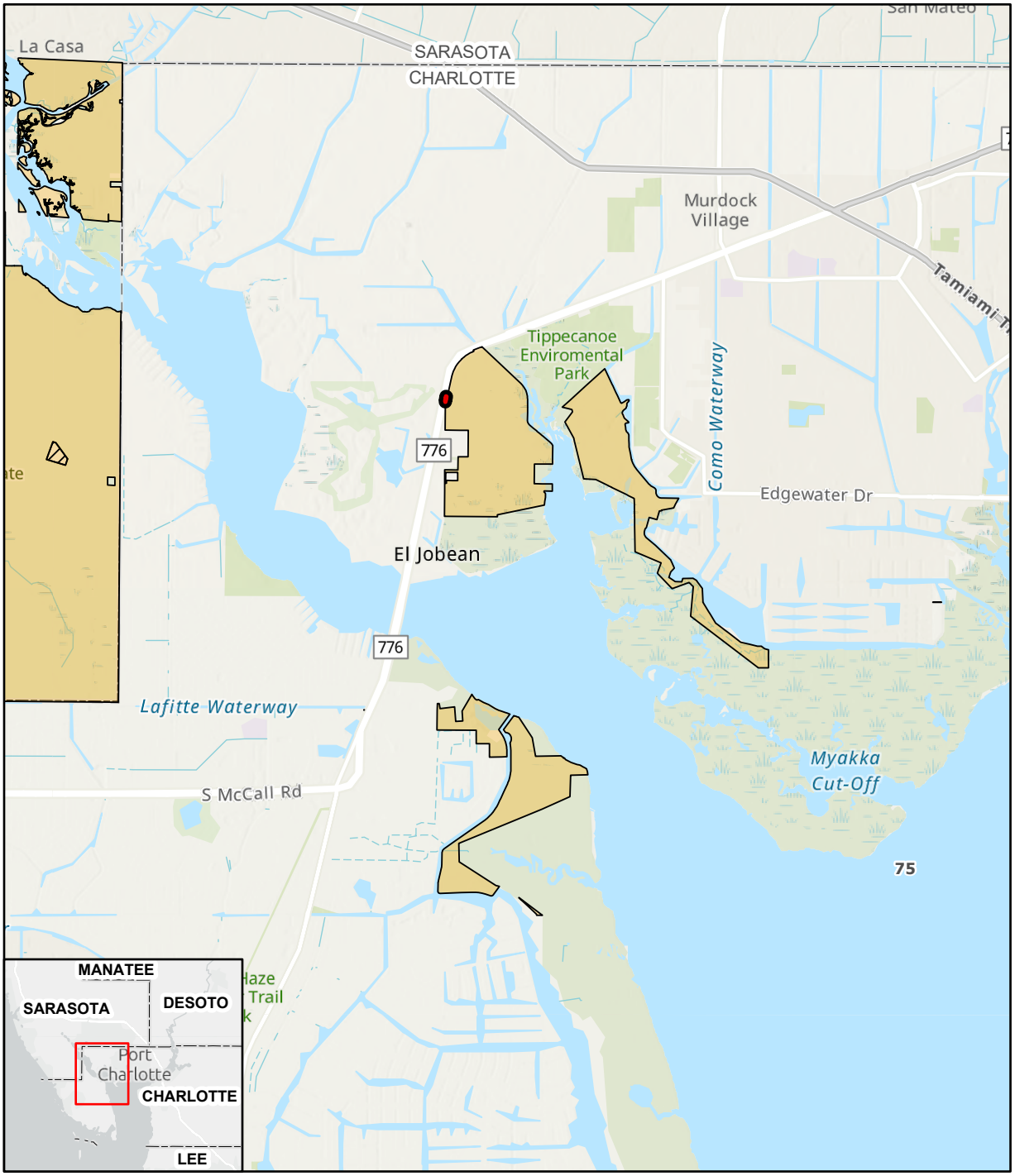
Staff Recommendation:

- Accept the offer of $3,450.00; and
- Approve the Purchase/Sale Agreement and authorize the Executive Director to execute on behalf of the District; and
- 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

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Exhibit 1
Charlotte Harbor Preserve State Park
SWF Parcel No. 20-708-141X - Location Map



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Charlotte County, State of Florida, Vantor

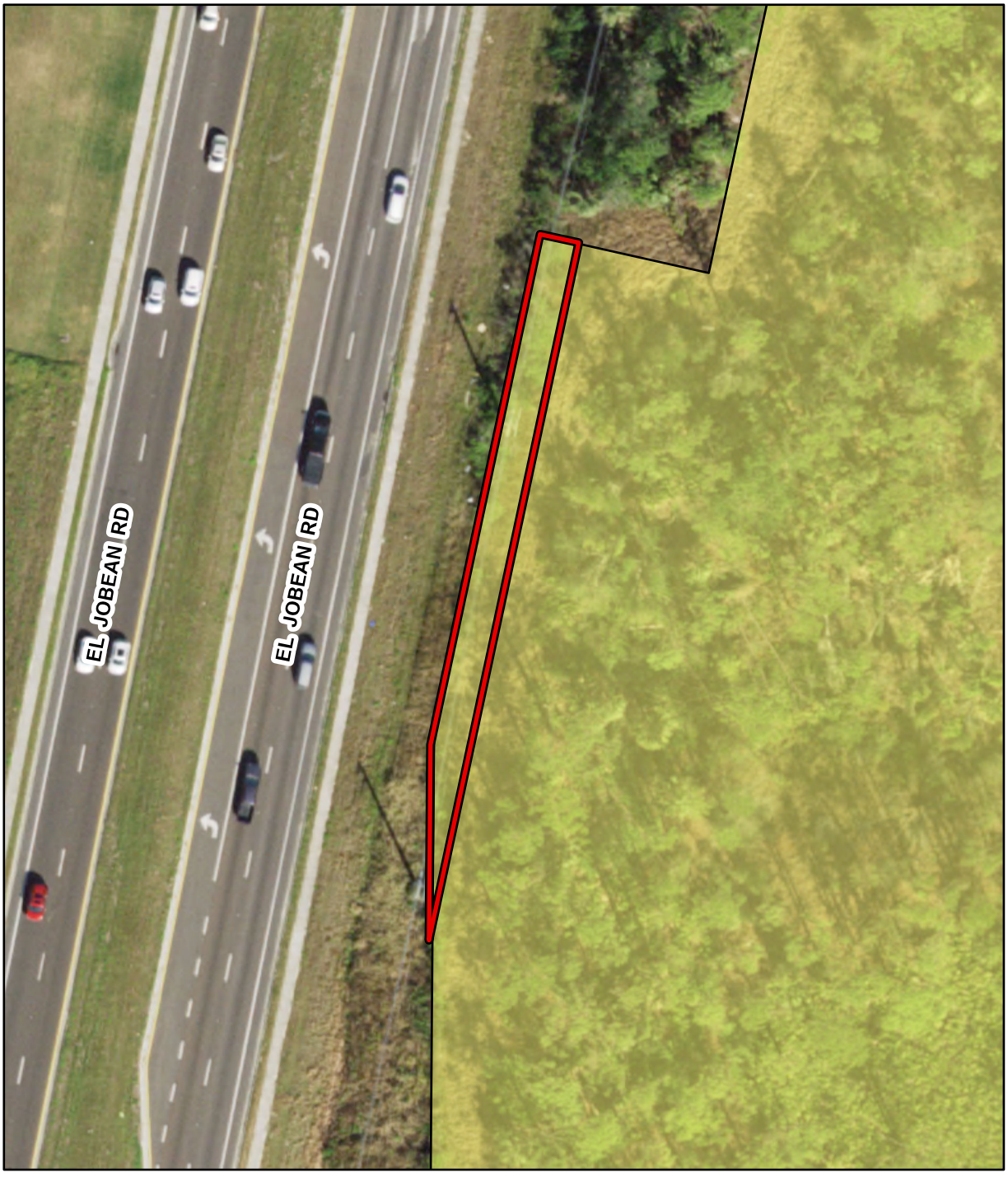
Proposed Utility Easement
(SWF Parcel No. 20-70-141X)
District Owned Lands Fee Simple
District Owned Land Easements

0 0.5 1
Miles

Southwest Florida Water Management District

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Exhibit 2
Charlotte Harbor Preserve State Park
SWF Parcel No. 20-708-141X - Site Map



Southwest Florida Water Management District

Proposed Utility Easement
District Owned Lands Fee Simple

0 30 60
Feet

Southwest Florida Water Management District

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Charlotte Harbor Preserve State Park
SWF Parcel No. 20-708-141X
Approved by Attorney: *CT*

PURCHASE/SALE AGREEMENT

This Agreement (Agreement) made and entered into by and between the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (District), and Florida Power & Light Company, a Florida corporation, 700 Universe Boulevard, Juno Beach, Florida 33408 (Buyer), and collectively the Parties.

WITNESSETH:

WHEREAS, District is the owner in fee simple of real property identified in the certain deeds recorded in Book 1427, Page 1825, Official Records of Charlotte County, Florida; and

WHEREAS, the Buyer desires to acquire an Easement interest in District's property for the construction and operation of an overhead transmission line.

NOW THEREFORE, in consideration of ten dollars and no cents (10.00) paid by the Buyer to the District and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged, the District hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the District, a fifty (50) year term easement over that certain real property situated in Charlotte County, Florida, upon the following terms and conditions:

1. **PROPERTY.** Subject to the terms, covenants, and conditions set forth in this Agreement, the District agrees to sell to the Buyer, and the Buyer agrees to purchase from the District, a term easement to enter on, over and across that certain real property situated in Charlotte County, Florida, (Property) more specifically described in Exhibit A attached hereto and incorporated herein by this reference for the purpose described in the proposed Easement attached hereto as Exhibit B.

2. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date upon which the last of the Parties have signed below.

3. **APPROVAL.** This Agreement is subject to approval by the District's Governing Board. If the Governing Board does not approve this Agreement and all the terms and conditions hereof, the District will notify the Buyer thereof in writing, and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.

4. **PURCHASE PRICE.** The total purchase price will be Three Thousand, Four Hundred Fifty and 00/100 dollars ($3,450.00), payable by the Buyer to the District upon Governing Board approval for the term easement interest.

5. **ENCROACHMENTS AND ENCUMBRANCES.** After the final execution of this Agreement neither the District nor anyone under the District's control or direction will cause or

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allow any encroachments or encumbrances on the Property not existing on the date of the District's execution hereof.

6. **PROCEEDS.** At closing, the distribution of the purchase amount will be made by the Buyer to the District in the form of a check or electronic funds transfer.

7. **BINDING EFFECT.** The covenants herein contained will bind, and the benefits and advantages hereof will inure to, the personal representatives, successors and assigns of the Parties hereto; whenever used herein, the singular will include the plural, the plural will include the singular, and the use of any gender will include the other.

8. **SURVIVAL OF CONTRACT TERMS.** The terms and conditions of this Agreement will survive the closing of the sale of the Easement over the Property.

9. **NOTICE.** Any notice which must or may be given under this Agreement or by law will be in writing and will be deemed to have been given when delivered by personal delivery or when deposited in the United States mail, certified, return receipt requested, full postage prepaid to the Parties at the addresses set forth above.

10. **ELECTRONIC/FACSIMILE SIGNATURE.** The Parties agree that this Agreement may be executed by electronic signature in a manner that complies with Chapter 668, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as an original, manually executed document.

11. CONSTRUCTION. The District and the Buyer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

12. HEADINGS. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

13. SEVERABILITY. Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination will not render void, invalid or unenforceable any other section or any part of any section of this Agreement.

14. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement.

15. PUBLIC RECORDS. All records and documents generated or received by the Parties in relation to this Agreement are subject to the Public Records Act, Chapter 119, F.S., except that appraiser reports, offers and counteroffers are confidential and exempt from the provisions of Section 119.07(1), F.S., until an option contract is executed, or if no option contract is executed, until thirty (30) days before a contract or Agreement for purchase is considered for approval by the District Governing Board pursuant to Section 373.139(3)(a), F.S.

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

Buyer: **Florida Power and Light Company**

By: _____
Signature

Its: _____
Title

Date: _____

District: Southwest Florida Water Management District

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

Date: _____

Draft

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Exhibit A – Legal Description
(see attached sketch and description)

Draft

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Exhibit B – Proposed Easement
(see attached Easement)

Draft

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This Easement was prepared by:
Karen Lee Reecy,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection
3800 Commonwealth Boulevard, MS 125
Tallahassee, Florida 32399-3000
Action No. 52938

PNE1
[+/- 0.08 acres]

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

EASEMENT

Easement Number **33746**

THIS EASEMENT is 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, and **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, hereinafter collectively referred to as "GRANTOR", and **FLORIDA POWER & LIGHT COMPANY, a Florida corporation**, its successors and assigns, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property which is managed by **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS,** under GRANTOR'S Lease Number **4134** ("managing agency"), as part of Charlotte Harbor Preserve State Park ("Park"); and

WHEREAS, GRANTEE desires an easement across hereinafter described real property for the construction, operation, and maintenance of an overhead 230-kilovolt (kV) electrical transmission line; and

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

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 **Charlotte** 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.

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2. **TITLE DISCLAIMER**: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.

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

4. **USE OF PROPERTY AND UNDUE WASTE**: This easement shall be limited to the construction, operation, and maintenance of an overhead 230kV electrical transmission 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 commencement 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.

5. **PAYMENT**: The easement fee is $6,900.00, and GRANTEE shall pay this fee to GRANTOR by certified or cashier's check payable to the State of Florida Department of Environmental Protection prior to final execution of this easement.

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6. **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.

7. **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 and operations of GRANTEE in any matter pertaining to this easement.

8. **BINDING EFFECT AND INUREMENT**: This easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by GRANTOR to any assignment of this easement or any interest therein by GRANTEE.

9. **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.

10. **INDEMNITY**: In consideration of the privileges herein granted, 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 from any and all claims, actions, costs, expenses, attorney's fees, damages, claims bills, lawsuits, liabilities and demands of any kind or nature arising out of this easement. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. GRANTOR shall have the absolute right to choose its own legal counsel in connection with all matters indemnified for and defended against herein at GRANTEE's expense.

11. **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.

12. **VENUE PRIVILEGES**: GRANTOR and GRANTEE agree that GRANTOR has venue privilege as to any litigation arising from matters relating to this easement. Any such litigation between GRANTOR and GRANTEE shall be initiated and maintained only in Leon County, Florida.

13. **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.

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14. **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.

15. **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.

16. **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 thereabove.

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

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

19. **CONVICTION OF FELONY**: If GRANTEE or any principal thereof is convicted of a felony during the term of this easement, such conviction shall constitute, at the option of GRANTOR, grounds for termination of this easement.

20. **DEFAULT AND FORFEITURE**: Should GRANTEE, at any time during the term of this easement, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapters 10 or 11 of the Bankruptcy Reform Act of 1978, as amended; or make any assignments for the benefit of its creditors; or should a receiver or trustee be appointed for GRANTEE'S property because of GRANTEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should GRANTEE'S easement interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should GRANTEE fail promptly to make the necessary returns and reports required of it by state and federal law; should GRANTEE fail promptly to comply with all governmental regulations, both state and federal; should GRANTEE fail to comply with any of the terms and conditions of this easement and such failure continues for thirty (30) days after GRANTEE'S receipt of written notice of the failure from GRANTOR; then, in such event, and upon the happening of either or any of said events, GRANTOR shall have the right, at its discretion, to consider the same a default on the part of GRANTEE of the terms and provisions hereof, and, in the event of such default, GRANTOR shall have the option of either declaring this easement terminated, and the interest of GRANTEE forfeited, or maintaining this easement in full force and effect and exercising all rights and remedies herein conferred upon GRANTOR. The pendency of

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bankruptcy proceedings or arrangement proceedings to which GRANTEE shall be a party shall not preclude GRANTOR from exercising either option herein conferred upon GRANTOR. In the event GRANTEE, or the trustee or receiver of GRANTEE'S property, shall seek an injunction against GRANTOR'S exercise of either option herein conferred, such action on the part of GRANTEE, its trustee or receiver, shall automatically terminate this easement as of the date of the making of such application, and in the event the court shall enjoin GRANTOR from exercising either option herein conferred, such injunction shall automatically terminate this easement.

21. **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. 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.

22. **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.

23. **AUTOMATIC REVERSION**: This easement is subject to 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.

24. **RECORDING OF EASEMENT**: The 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.

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

26. **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.

This document complies with WCAG 2.2 AA standards

27. **SPECIAL CONDITIONS**: The following special conditions shall apply to this easement:

A. GRANTEE will contact the Park manager ("Park Manager") by phone seven (7) days in advance of GRANTEE'S initial planned construction at the Park. At the discretion of the Park Manager, an onsite meeting with GRANTEE'S project manager may be required prior to initial construction and also during the maintenance of the utility.

B. GRANTEE shall follow all of the Park Manager's requests or Park rules discussed at the pre-construction meeting.

C. GRANTEE shall contact the Florida Department of State, Division of Historical Resources (DHR), to determine if a certified archaeological monitor is required to be on-site during ground-disturbing activities. Should an on-site monitor be required, GRANTEE will provide one at GRANTEE'S sole cost and expense. DHR may be contacted directly at (850) 245-6333.

D. GRANTEE shall ensure that all stationary and mechanized equipment entering the Park is clean and does not contain any soil, plant, or animal remains in an effort to help prevent exotic or invasive species from entering the Park. The Park Manager reserves the right to inspect all equipment prior to Park entry and deny access for equipment that has not been sufficiently cleaned. For complete decontamination guidelines contact the Park Manager.

E. GRANTEE shall ensure that water flow from any stream, creek or waterway is not impeded in any way.

F. Any damage to GRANTOR'S property or improvements thereon as a result of the utilization, maintenance, or construction of the utility shall be restored by GRANTEE to the condition in which it existed prior to the damage, as is reasonably practicable.

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

This document complies with WCAG 2.2 AA standards

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

Florida Department of Environmental Protection
Division of State Lands
3800 Commonwealth Blvd
Tallahassee, FL 32399

"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:_____ 08-03-2026
DEP Attorney Date

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:_____

Commission/Serial No._____

This document complies with WCAG 2.2 AA standards

WITNESSES:

Signature:_____

Printed Name:_____

Address:_____

_____

Signature:_____

Printed Name:_____

Address:_____

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
By its Governing Board

(SEAL)

BY: _____
Jack Bispham, Chair

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

"GRANTOR"

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by ◯ physical presence or ◯ online notarization this _____ day of _____, 20___, by Jack Bispham, as Chair of the Governing Board, for and on behalf of the Southwest Florida Water Management District. 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._____

Approved Subject to Proper Execution:

BY: _____
SWFWMD Attorney Date

Approved By:

_____
John E. Hall, Secretary Date

This document complies with WCAG 2.2 AA standards

WITNESSES:

Signature:_____

Printed Name:_____

Address: _____

_____

Signature:_____

Printed Name:_____

Address:_____

_____

FLORIDA POWER & LIGHT COMPANY, a Florida corporation

(SEAL)

BY: _____
William Maudlin, Director, Real Estate Acquisition & Asset Management

Florida Power & Light Company
15430 Endeavor Dr., MS JW2/B2B
Jupiter, FL 33478

"GRANTEE"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by ○ physical presence or ○ online notarization, this ____ day of _____, 20_____, by William Maudlin, Director, Real Estate Acquisition & Asset Management of Florida Power & Light Company, a Florida corporation, for and on behalf of the corporation. 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._____

This document complies with WCAG 2.2 AA standards

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE S00°26'07"W, ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 835.50 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 776, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION No. 01050-2150 FOR THE POINT OF BEGINNING; THENCE N12°06'39"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 198.11 FEET; THENCE S77°53'21"E, A DISTANCE OF 15.00 FEET; THENCE S12°06'39"W, A DISTANCE OF 270.70 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE N00°26'07"E, ALONG SAID WEST LINE, A DISTANCE OF 74.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,516 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

BSM: [signature]
DATE: January 7, 2026

SHEET INDEX

SHEET 1:	LEGAL DESCRIPTION & NOTES
SHEET 2:	SKETCH OF DESCRIPTION
SHEET 3:	EASEMENT DETAIL

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), DERIVING A BEARING OF S00°26'07"W ALONG THE WEST LINE OF SECTION 22, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THE INTENT OF THIS SURVEY IS TO CLEARLY DELINEATE THE BOUNDARY OF A NEW EASEMENT TO BE ACQUIRED BY FLORIDA POWER AND LIGHT AND DOES NOT DEPICT ANY ENCUMBRANCES OF RECORD.
5. THIS SKETCH OF DESCRIPTION DOCUMENT CONSISTS OF 3 PAGES, EACH PROVIDING UNIQUE INFORMATION REGARDING THIS PROJECT, THEREFORE ALL PAGES CONSTITUTE THE "SKETCH OF DESCRIPTION".

NO.	DATE	DESCRIPTION	BY / CHK
1			
2			
3			
4			

REVISIONS

CERTIFICATION

CERTIFIED TO: FLORIDA POWER & LIGHT COMPANY

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION ON THE DATE SHOWN AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

10-30-2024
DATE

TIMOTHY W. SUTHERLAND
FLORIDA CERTIFICATE NO. 7470
STATE OF FLORIDA
Professional Surveyor and Mapper

DOCUMENT NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF TIMOTHY W. SUTHERLAND FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

ESP
ESP Associates FL, Inc.
518 13th Street West
Bradenton, FL 34205
Phone: 941-345-5451
www.espassociates.com
PROFESSIONAL SURVEYORS AND MAPPERS
LB. #7343

SKETCH OF DESCRIPTION
OF
15' WIDE UTILITY EASEMENT
PROJECT TRACT # CH-168.000
PARCEL ID: 402122100001
SECTION 15, 22 & 27 TOWNSHIP 40 SOUTH, RANGE 21 EAST
CHARLOTTE COUNTY, FLORIDA

PREPARED FOR:
FLORIDA POWER & LIGHT COMPANY

PROJECT NUMBER
KV76.800.000

SHEET 1 OF 3

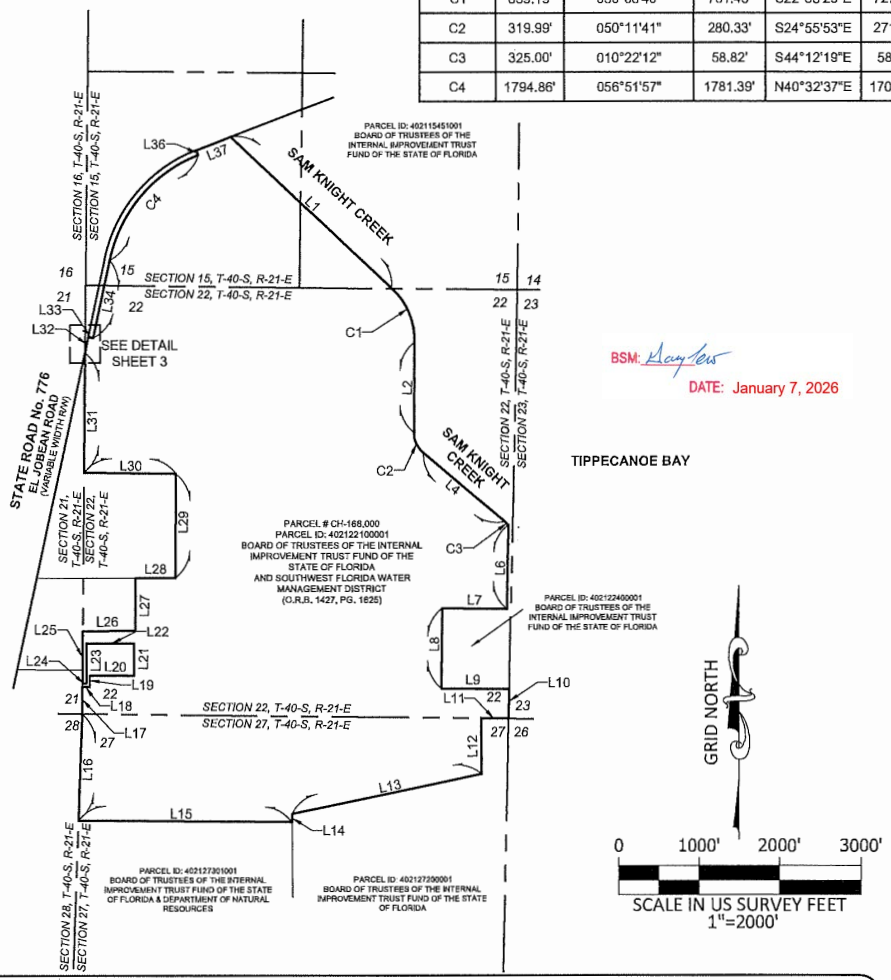
This document complies with WCAG 2.2 AA standards

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S46°41'26"E	2734.99'
L2	S00°13'22"W	1117.90'
L4	S50°01'44"E	1333.49'
L6	S01°11'06"W	1041.27'
L7	N89°27'10"W	806.42'
L8	S00°32'50"W	990.00'
L9	S89°27'10"E	845.41'
L10	S01°11'06"W	365.43'
L11	N89°18'36"W	345.09'
L12	S01°13'23"E	689.32'
L13	S78°09'57"W	2400.00'
L14	S00°19'59"W	97.40'
L15	N89°34'53"W	2676.06'
L16	N01°56'51"E	1319.78'
L17	N00°26'07"E	333.42'
L18	S89°54'45"E	90.00'
L19	N00°26'06"E	141.46'
L20	S89°33'54"E	560.00'
L21	N00°26'06"E	400.00'
L22	N89°33'54"W	600.00'
L23	S00°26'06"W	501.70'
L24	N89°54'45"W	50.00'
L25	N00°26'07"E	651.91'
L26	N89°32'08"E	660.15'
L27	N00°26'27"E	649.76'
L28	S89°53'58"E	502.84'
L29	N00°16'09"E	1295.17'
L30	N89°21'40"W	1159.22'
L31	N00°26'07"E	1485.30'
L32	N12°06'39"E	198.11'
L33	S77°53'21"E	65.00'
L34	N12°06'39"E	985.98'
L36	N21°01'24"W	65.00'
L37	N68°58'36"E	461.49'

CURVE TABLE					
CURVE #	RADIUS	CENTRAL ANGLE	LENGTH	BEARING	CHORD
C1	859.19'	050°06'40"	751.45'	S22°53'29"E	727.73'
C2	319.99'	050°11'41"	280.33'	S24°55'53"E	271.45'
C3	325.00'	010°22'12"	58.82'	S44°12'19"E	58.74'
C4	1794.86'	056°51'57"	1781.39'	N40°32'37"E	1709.17'



BSM: [signature]
DATE: January 7, 2026

LEGEND

O	CALCULATED POINT	L1	LINE NUMBER - SEE TABLE		WOOD UTILITY POLE
C.C.R.	CERTIFIED CORNER RECORD	PG.	PAGE		BACKFLOW PREVENTER
R/W	RIGHT-OF-WAY	SQ FT.	SQUARE FEET	WV	WATER VALVE
C1	CURVE NUMBER - SEE TABLE		CONCRETE UTILITY POLE		FIRE HYDRANT
O.R.B.	OFFICIAL RECORDS BOOK		GUY ANCHOR		EASEMENT BOUNDARY
					PARENT TRACT BOUNDARY
					PLATTED LINE
					RIGHT-OF-WAY LINE
					SECTION LINE

ESP Associates FL, Inc.
518 13th Street West
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PROFESSIONAL SURVEYORS AND MAPPERS
LB. #7343

SKETCH OF DESCRIPTION
OF
15' WIDE UTILITY EASEMENT
PROJECT TRACT # CH-168.000
PARCEL ID: 402122100001
SECTION 15, 22 & 27 TOWNSHIP 40 SOUTH, RANGE 21 EAST
CHARLOTTE COUNTY, FLORIDA

PREPARED FOR:
FLORIDA POWER & LIGHT COMPANY

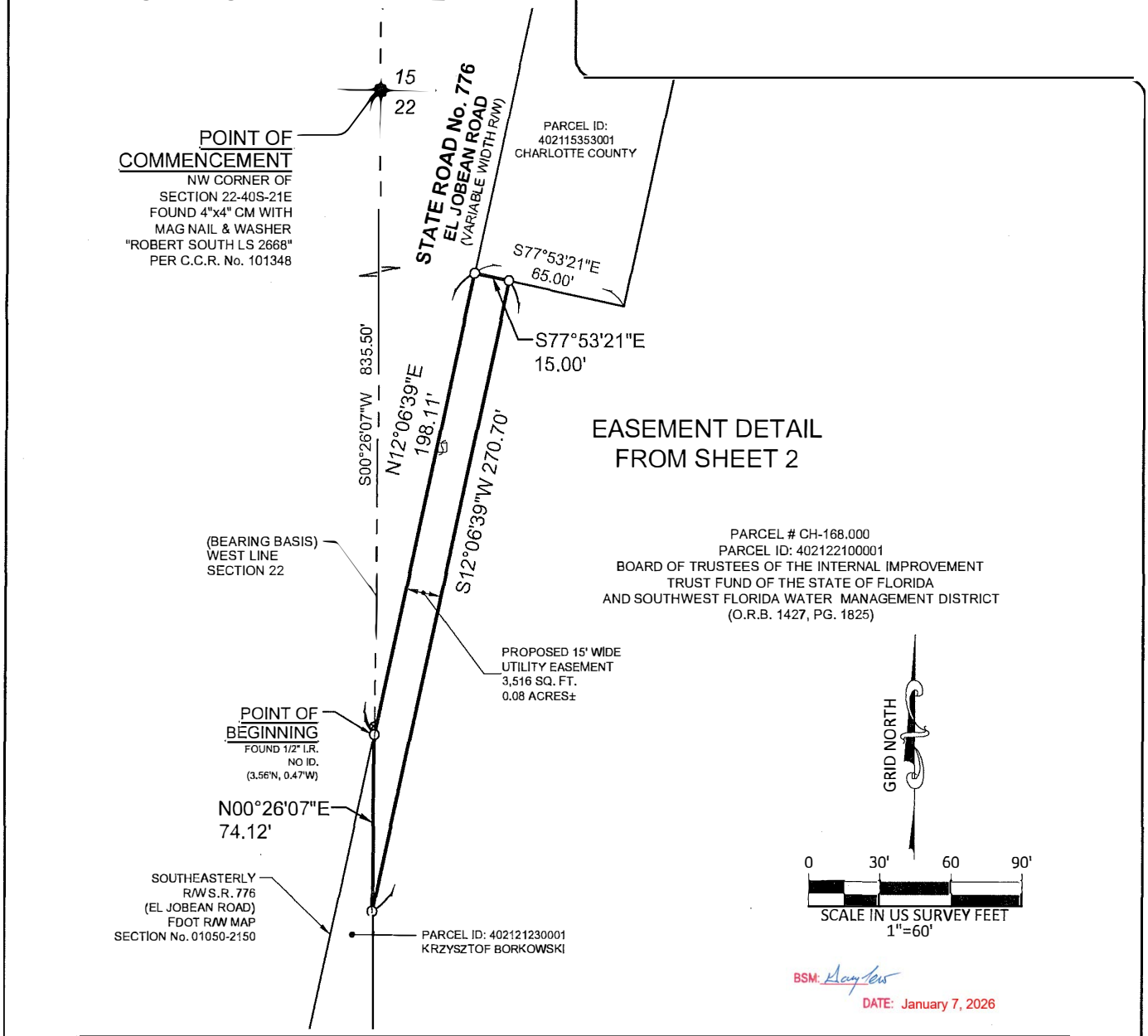
PROJECT NUMBER
KV76.800.000

SHEET 2 OF 3

This document complies with WCAG 2.2 AA standards

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY



LEGEND

O	CALCULATED POINT	L1	LINE NUMBER - SEE TABLE		WOOD UTILITY POLE		EASEMENT BOUNDARY
C.C.R.	CERTIFIED CORNER RECORD	PG.	PAGE		BACKFLOW PREVENTER		PARENT TRACT BOUNDARY
R/W	RIGHT-OF-WAY	SQ FT.	SQUARE FEET	WV	WATER VALVE		PLATTED LINE
C1	CURVE NUMBER - SEE TABLE		CONCRETE UTILITY POLE				RIGHT-OF-WAY LINE
O.R.B.	OFFICIAL RECORDS BOOK		GUY ANCHOR		FIRE HYDRANT		SECTION LINE

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SHEET 3 OF 3

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THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.



FPL Easement - Charlotte Harbor Preserve State Park

Charlotte County, Florida

File Location: \\FLDEP1\X:\Counties_GIS\Charlotte\Easements\Easement_No_33703
Date Saved: 2/26/2026 4:08 PM
Map Created By: B. Smith

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CONSENT AGENDA

September 22, 2026

Regulation Committee: Water Use Permit No. 20013370.004, Jack Paul Properties, Inc. / Red Wing Groves (DeSoto County)

This is a modification of an existing water use permit for agricultural use. The authorized quantities have changed from the previous permit. This permit authorizes an increase in the annual average quantity from 1,477,900 gallons per day (gpd) to 3,653,400 gpd, an increase in the drought annual average quantity from 2,116,400 gpd to 4,114,500 gpd, a decrease in the peak month quantity from 9,886,900 gpd to 7,729,500 gpd and the crop protection quantity has decreased from 57,827,200 gpd to 3,168,500 gpd. The total irrigation demand is met using groundwater and FARMS surface water withdrawals. The change in quantities is related to a crop plan that changes from 1,637 acres of citrus to 1,264 acres of sod, 135 acres of fruit trees, 44 acres of citrus and 173 acres of hay. Quantities are based on the District's irrigation allotment calculation program, AGMOD. Groundwater quantities have been retained on a standby basis in the circumstance that surface water becomes unavailable. Standby groundwater quantities include an annual average quantity of 256,000 gpd, a drought annual average quantity of 366,300 gpd, a peak month quantity of 1,703,900 gpd, and a crop protection quantity of 3,168,500.

Special conditions include those that require the Permittee to meter all withdrawal points, report monthly meter readings, submit annual crop reports, report quantities used during freeze events, utilize all available surface water before groundwater, and implement the conservation plan that was submitted in support of this application.

This permit application meets all Conditions for Issuance pursuant to Florida Administrative Code Rule 40D-2.301.

Benefits
Authorizes beneficial use of water supply for Jack Paul Properties, Inc.

Strategic Plan
The District’s Water Use Permit Program establishes effective conservation practices for authorized users.

Exhibit
Permit

Staff Recommendation:
Approve the proposed permit attached as an exhibit.

Presenter:
April D. Breton, Bureau Chief, Water Use Permit Bureau

This document complies with WCAG 2.2 AA standards

Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

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

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

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

DRAFT

August 06, 2026

Jack Paul Properties, Inc. / Attn: John Paul
Post Office Box 188
Wauchula, FL 33873

Subject: **Notice of Intended Agency Action Letter -- Approval**
Water Use Permit No.: 20 013370.004
Project Name: Red Wing Groves
County: Desoto

Dear Sir/Madam:

The Southwest Florida Water Management District (District) has completed its review of the application for Water Use Permit No. 20 013370.004. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at http://www18.swfwmd.state.fl.us/Search/Search/SearchWupSimple.aspx and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Water Use Permit Bureau in the Tampa Service Office.

Sincerely,

April Breton
Bureau Chief, Water Use Permit
Water Use Permit Bureau

cc: Greg Rawl
Jack Paul Properties

This document complies with WCAG 2.2 AA standards

Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604-6899
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7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

August 06, 2026

DRAFT

Jack Paul Properties, Inc. / Attn: John Paul
Post Office Box 188
Wauchula, FL 33873

Subject: **Notice of Agency Action -- Approval**
Water Use Permit No.: 20 013370.004
Project Name: Red Wing Groves
County: Desoto

Dear Sir/Madam:

The Southwest Florida Water Management District (District) is in receipt of your application for Water Use Permit No. 20 013370.004. Based upon a review of the information you submitted, the application is approved. A copy of the permit is enclosed for your records. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

Please be advised that the Governing Board has formulated a water shortage plan referenced in a Standard Water Use Permit Condition (Exhibit A) of your permit, and will implement such a plan during periods of water shortage. You will be notified during a declared water shortage of any change in the conditions of your Permit or any suspension of your Permit, or of any restriction on your use of water for the duration of any declared water shortage. Please further note that water conservation is a condition of your Permit and should be practiced at all times.

This document complies with WCAG 2.2 AA standards

Normally, District staff install well tags, however, since your property includes citrus, the District is trying to minimize your grove's exposure to citrus canker. Therefore, we are mailing the well tags to you for installation. If you prefer District staff to install the tags, please contact us. We will use FDACS and Florida Citrus Mutual approved decontaminate procedures prior to entering your property. If you have any questions or concerns regarding your tags, please contact Alexander Horony at extension 9412631133, in the Sarasota Service Office.

If you have any questions or concerns regarding your permit or any other information, please contact the Water Use
Permit Bureau in the Tampa Service Office.

Sincerely,

April Breton
Bureau Chief, Water Use Permit
Water Use Permit Bureau
Regulation Division

Encl: Permit
Notice of Rights

cc: Greg Rawl
Jack Paul Properties

This document complies with WCAG 2.2 AA standards

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 013370.004

DRAFT

PERMIT ISSUE DATE: **August 07, 2026** **EXPIRATION DATE:** **July 30, 2040**

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: Jack Paul Properties, Inc. / Attn: John Paul
Post Office Box 188
Wauchula, FL 33873

PROJECT NAME: Red Wing Groves

WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA

COUNTY: Desoto

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	3,653,400 gpd
PEAK MONTH [1]	7,729,500 gpd
DROUGHT ANNUAL AVERAGE [2]	4,114,500 gpd
CROP PROTECTION/MAXIMUM [3]	3,168,500 gpd

1. Peak Month: Average daily use during the highest water use month.
2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.
3. Crop Protection/Maximum: Maximum use allowed any 24-hour period/Frost and Freeze protection of crops.

ABSTRACT:

This is a modification of an existing water use permit for agricultural use. The authorized quantities have changed from the previous permit. This permit authorizes an increase in the annual average quantity from 1,477,900 gallons per day (gpd) to 3,653,400 gpd, an increase in the drought annual average quantity from 2,116,400 gpd to 4,114,500 gpd, a decrease in the peak month quantity from 9,886,900 gpd to 7,729,500 gpd and the crop protection quantity has decreased from 57,827,200 gpd to 3,168,500 gpd. The changes in quantities is due to an update in irrigated area from 1,637 acres of citrus to 1,264 acres of sod, 135 acres of fruit trees, 44 acres of citrus and 173 acres of hay. Quantities are based on the District's irrigation allotment calculation program, AGMOD. The operational FARMS surface water withdrawals supply a portion of the irrigation demand. Groundwater quantities have been retained on standby basis in the case surface water becomes unavailable. Standby groundwater quantities include an annual average quantity of 256,000 gpd, a drought annual average quantity of 366,300 gpd, a peak month quantity of 1,703,900 gpd, and a crop protection quantity of 9,201,600 gpd.

Special conditions include those that require the Permittee to meter all withdrawal points, report monthly meter readings, submit annual crop reports, report quantities used during freeze events, utilize all available surface water before groundwater, and implement the conservation plan that was submitted in support of this applicaiton.

This document complies with WCAG 2.2 AA standards

WATER USE TABLE (in gpd)

USE	ANNUAL AVERAGE	PEAK MONTH	DROUGHT ANNUAL AVERAGE	CROP PROTECTION /MAXIMUM
Agricultural	3,653,400	7,729,500	4,114,500	3,168,500

USES AND IRRIGATION ALLOCATION RATE TABLE

CROP/USE TYPE	IRRIGATED ACRES	IRRIGATION METHOD	STANDARD IRRIGATION RATE	DROUGHT IRRIGATION RATE
Citrus	44.00	Fully Enclosed Seepage	13.30"/yr.	19.14"/yr.
Fruit Trees Other Than Citrus	135.00	Fully Enclosed Seepage	23.30"/yr.	30.10"/yr.
Hay, Commercial	173.00	Seepage Citrus Hay Pasture	25.70"/yr.	30.23"/yr.
Sod	514.00	Fully Enclosed Seepage	34.40"/yr.	28.55"/yr.
Sod	750.00	Seepage Citrus Hay Pasture	31.10"/yr.	34.22"/yr.

This document complies with WCAG 2.2 AA standards

WITHDRAWAL POINT QUANTITY TABLE

Water use from these withdrawal points are restricted to the quantities given below:

I.D. NO. PERMITTEE/ DISTRICT	DIAM (in.)	DEPTH TTL./CSD.FT. (feet bls)	USE DESCRIPTION	AVERAGE (gpd)	PEAK MONTH (gpd)	CROP PROTECTION (gpd)
92 / 3	8	1,000 / 622	Irrigation	118,200	249,600	102,300
93 / 9	8	720 / 117	Irrigation	118,200	249,600	102,300
11 / 17	14	950 / 660	Irrigation	117,800	249,300	102,200
16 / 23	14	700 / 655	Irrigation	118,200	249,600	102,300
20 / 28	14	950 / 660	Irrigation	117,800	249,300	102,200
21 / 29	14	950 / 660	Irrigation	117,800	249,300	102,200
22 / 30	14	950 / 660	Irrigation	117,800	249,300	102,200
101 / 88 Standby	8	N/A / N/A	Irrigation	36,600	243,500	452,700
102 / 89 Standby	12	N/A / N/A	Irrigation	36,600	243,400	452,700
103 / 90 Standby	12	N/A / N/A	Irrigation	36,600	243,400	452,700
104 / 91 Standby	12	N/A / N/A	Irrigation	36,600	243,400	452,600
105 / 92 Standby	12	N/A / N/A	Irrigation	36,600	243,400	452,600
106 / 93 Standby	12	N/A / N/A	Irrigation	36,500	243,400	452,600
107 / 94	12	N/A / N/A	FARMS Withdrawal Point	64,000	426,000	792,200
108 / 95	12	N/A / N/A	FARMS Withdrawal Point	64,000	426,000	792,100
109 / 96 Standby	12	N/A / N/A	Irrigation	36,500	243,400	452,600
12 / 97	14	950 / 660	Irrigation	117,800	249,300	102,200
13 / 98	14	950 / 660	Irrigation	117,800	249,300	102,200
14 / 99	14	950 / 660	Irrigation	117,800	249,300	102,200
15 / 100	14	950 / 660	Irrigation	117,800	24,930	102,200
17 / 101	14	1,300 / 660	Irrigation	117,800	249,300	102,200
18 / 102	14	950 / 660	Irrigation	117,800	249,300	102,200
19 / 103	14	950 / 660	Irrigation	117,800	249,300	102,200
23 / 104	14	950 / 660	Irrigation	117,800	249,300	102,200
24 / 105	14	950 / 660	Irrigation	117,800	249,300	102,200
25 / 106	14	950 / 660	Irrigation	117,800	249,300	102,200

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26 / 107	14	1,350 / 650	Irrigation	118,200	249,600	102,200
27 / 108	14	950 / 660	Irrigation	117,800	249,300	102,200
28 / 109	14	950 / 660	Irrigation	117,800	249,300	102,200
29 / 110	14	950 / 660	Irrigation	117,800	249,300	102,200
30 / 111	14	950 / 660	Irrigation	117,800	249,300	102,200
31 / 112	14	950 / 660	Irrigation	117,800	249,300	102,200
32 / 113	14	950 / 660	Irrigation	117,800	249,300	102,200
33 / 114	14	950 / 660	Irrigation	117,800	249,300	102,200
34 / 115	14	950 / 660	Irrigation	117,800	249,300	102,200
35 / 116	14	950 / 660	Irrigation	117,800	249,300	102,200
36 / 117	14	950 / 660	Irrigation	128,000	852,000	1,584,300
Standby 37 / 118	14	950 / 660	Irrigation	128,000	851,900	1,584,200
Standby 38 / 119	14	950 / 660	Irrigation	117,800	249,300	102,200
39 / 120	14	1,000 / 660	Irrigation	117,800	249,300	102,200
40 / 121	14	1,300 / 660	Irrigation	117,800	249,300	102,200
41 / 122	14	1,000 / 660	Irrigation	117,800	249,300	102,200
42 / 123	12	N/A / N/A	FARMS Withdrawal Point	64,000	426,000	792,100
43 / 124	12	N/A / N/A	FARMS Withdrawal Point	64,000	425,900	792,100

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WITHDRAWAL POINT LOCATION TABLE

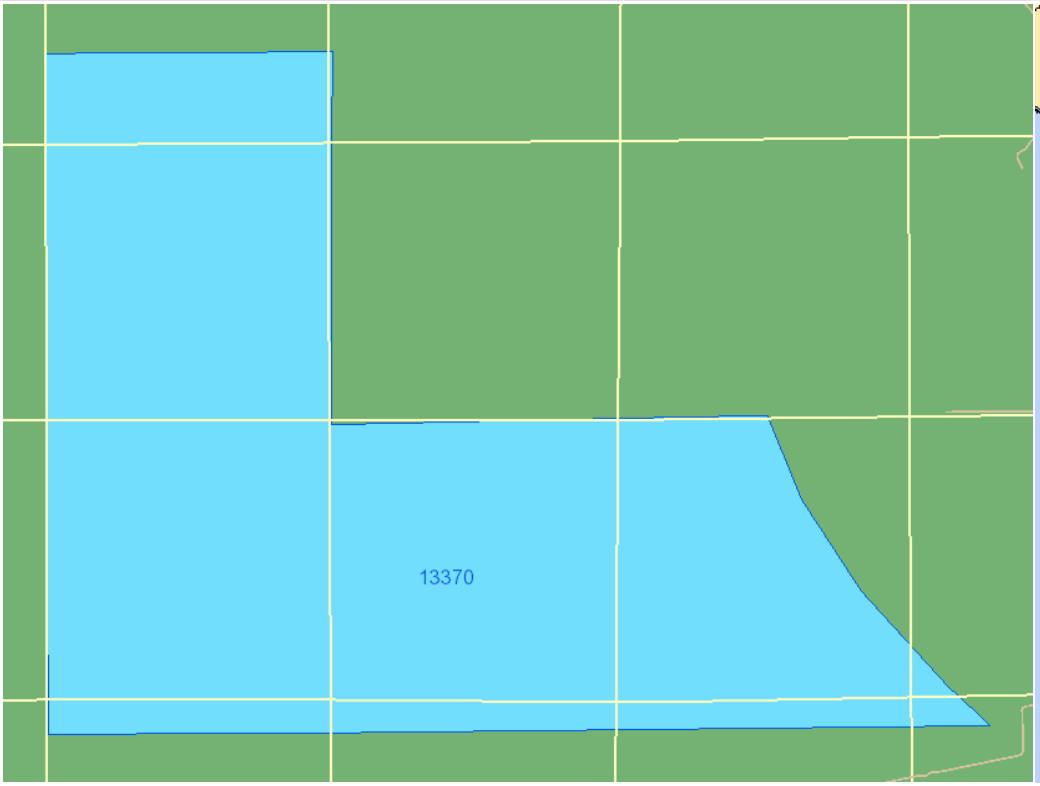
DISTRICT I.D. NO.	LATITUDE/LONGITUDE
3	27° 05' 31.30"/81° 39' 39.70"
9	27° 04' 51.80"/81° 39' 40.30"
17	27° 04' 45.34"/81° 39' 24.25"
23	27° 05' 15.61"/81° 39' 23.38"
28	27° 05' 30.86"/81° 38' 45.27"
29	27° 05' 30.56"/81° 38' 31.29"
30	27° 05' 41.22"/81° 39' 17.94"
88	27° 05' 21.36"/81° 38' 29.76"
89	27° 05' 10.03"/81° 38' 29.80"
90	27° 04' 59.39"/81° 38' 29.78"
91	27° 04' 52.15"/81° 38' 30.00"
92	27° 05' 21.19"/81° 38' 51.23"
93	27° 04' 51.87"/81° 38' 50.69"
94	27° 04' 59.33"/81° 38' 51.40"
95	27° 04' 52.07"/81° 38' 51.25"
96	27° 05' 17.38"/81° 37' 59.28"
97	27° 04' 44.73"/81° 39' 01.25"
98	27° 04' 51.04"/81° 38' 41.61"
99	27° 04' 59.10"/81° 39' 01.33"
100	27° 04' 59.10"/81° 39' 23.67"
101	27° 05' 15.66"/81° 39' 00.80"
102	27° 05' 32.44"/81° 39' 21.51"
103	27° 05' 30.63"/81° 39' 00.63"
104	27° 05' 45.14"/81° 38' 42.25"
105	27° 05' 55.13"/81° 39' 11.46"
106	27° 06' 02.76"/81° 38' 42.09"
107	27° 06' 07.31"/81° 39' 12.53"
108	27° 06' 22.14"/81° 38' 43.23"
109	27° 06' 33.85"/81° 39' 12.01"
110	27° 04' 46.43"/81° 38' 02.24"
111	27° 04' 45.35"/81° 37' 35.95"
112	27° 04' 51.92"/81° 38' 25.51"
113	27° 05' 01.25"/81° 38' 05.92"
114	27° 05' 07.58"/81° 38' 24.72"
115	27° 05' 09.16"/81° 37' 53.28"
116	27° 05' 19.97"/81° 38' 19.25"
117	27° 05' 18.69"/81° 38' 02.70"
118	27° 05' 18.11"/81° 37' 47.62"
119	27° 05' 18.06"/81° 37' 32.70"
120	27° 05' 30.61"/81° 38' 20.23"
121	27° 05' 30.28"/81° 38' 06.62"

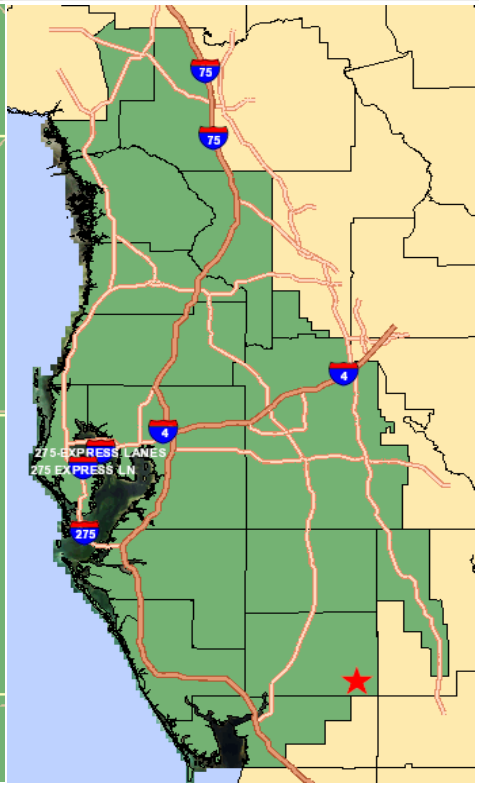
This document complies with WCAG 2.2 AA standards

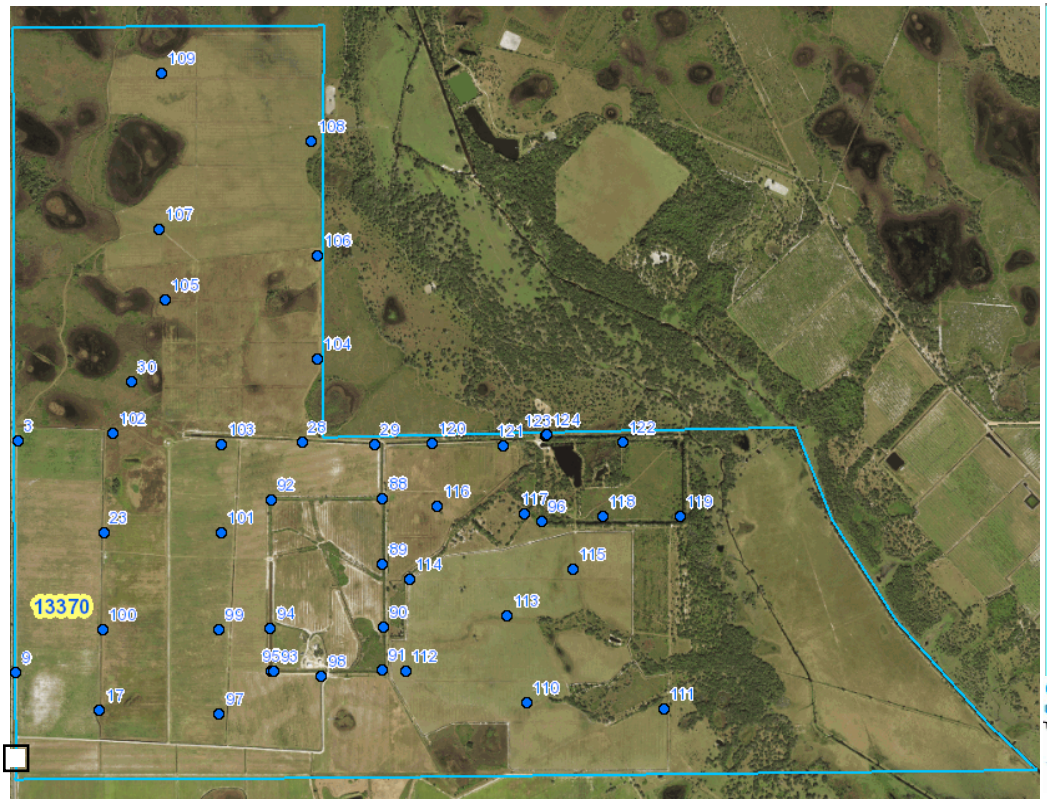
122	27° 05' 30.73"/81° 37' 43.73"
123	27° 05' 31.92"/81° 37' 58.37"
124	27° 05' 32.04"/81° 37' 58.35"

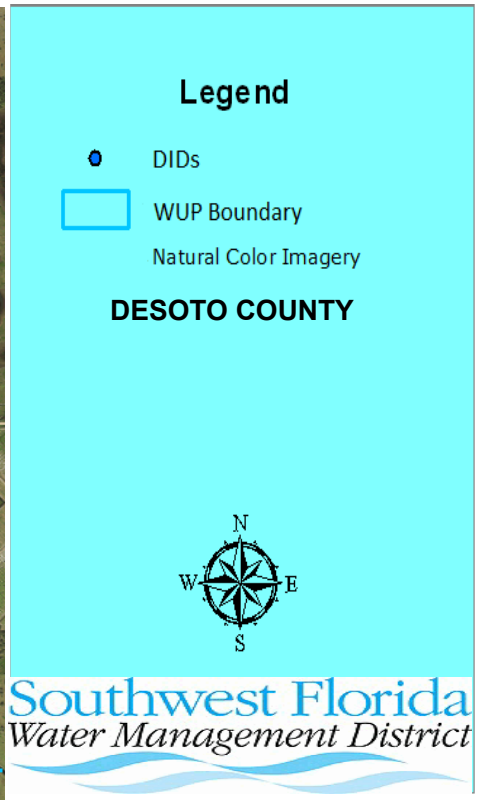
This document complies with WCAG 2.2 AA standards

Location Map
Jack Paul Properties, Inc. / Attn: John Paul
WUP No. 20 013370.004









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STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

   All mailed reports and data are to be sent to:

   Southwest Florida Water Management District
   Tampa Service Office, Water Use Permit Bureau
   7601 U.S. Hwy. 301 North
   Tampa, Florida 33637-6759

   Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

   Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.

   (499)

2. The Permittee shall document and report on District forms, the beginning and ending hours and dates of operation of each withdrawal point used for the protection of crops from frost, freeze or heat damage. The report shall include the gallons per day pumped from each withdrawal point based on irrigation system capacity, or if available, totalizing flow meter readings. This report shall be submitted by the 10th day of the month following irrigation for crop protection. The crop protection daily quantities specified in this permit are solely for the purpose of crop protection, and do not apply to routine irrigation practices. Irrigation for crop protection shall not exceed the crop protection daily quantity listed on the permit and shall not cause water to go to waste.
   (1)

3. The Permittee shall 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. 17, Permittee ID No. 11 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

   District ID No. 28, Permittee ID No. 20 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

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District ID No. 29, Permittee ID No. 21 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 30, Permittee ID No. 22 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 97, Permittee ID No. 12 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 98, Permittee ID No. 13 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 99, Permittee ID No. 14 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 100, Permittee ID No. 15 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 101, Permittee ID No. 17 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 1,300 feet.

District ID No. 102, Permittee ID No. 18 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 103, Permittee ID No. 19 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 104, Permittee ID No. 23 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 105, Permittee ID No. 24 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 106, Permittee ID No. 25 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 108, Permittee ID No. 27 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 109, Permittee ID No. 28 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 110, Permittee ID No. 29 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 111, Permittee ID No. 30 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 112, Permittee ID No. 31 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 113, Permittee ID No. 32 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 114, Permittee ID No. 33 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 115, Permittee ID No. 34 having a surface diameter of 14 inches, with a minimum casing

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depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 116, Permittee ID No. 35 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 117, Permittee ID No. 36 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 118, Permittee ID No. 37 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 119, Permittee ID No. 38 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 950 feet.

District ID No. 120, Permittee ID No. 39 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 1,000 feet.

District ID No. 121, Permittee ID No. 40 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 1,300 feet.

District ID No. 122, Permittee ID No. 41 having a surface diameter of 14 inches, with a minimum casing depth of 660 feet, drilled to an estimated total depth of 1,000 feet.

(202)

4. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)

5. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)

6. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.(312)

7. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices. (331)

8. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)

9. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request.

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(427)

10. The Permittee shall immediately implement the District-approved water conservation plan dated December 16, 2025 that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted August 2033.(449)

11. The Permittee shall investigate the feasibility of increasing the use of or using reclaimed water for irrigation when notified by the District that reclaimed water may be available in sufficient supply to be utilized for this permit . The Permittee shall submit a report documenting the feasibility investigation within six months of the notification. The report shall contain an analysis of reclaimed water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of reclaimed water available, the projected date(s) of availability, costs associated with obtaining the reclaimed water, and an implementation schedule for reuse, if feasible. Infeasibility shall be supported with a detailed explanation. If the use of reclaimed water is determined to be feasible by the Permittee or by the District, then the Permittee shall submit an application to modify this water use permit to include reclaimed water as a source of water. The modification application shall include a date when the reclaimed water will be available and shall indicate a proposed reduction in permitted quantities. If the permit application is not submitted by the Permittee, the District may reduce, following notice to the Permittee, the quantities authorized with this permit to account for the availability of reclaimed water.
(458)

12. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for annual crops for each permitted irrigation withdrawal point, District ID. Nos. 3, 9, 17, 23, 28, 29, 30, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, and 124, Permittee ID Nos. 92, 93, 11, 16, 20, 21, 22, 101, 102, 103, 104, 105, 106, 107, 108, 109, 12, 13, 14, 15, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, and 43:
    1. Crop type,
    2. Irrigated acres,
    3. Irrigation method (NTBWUCA only),
    4. Dominant soil type per crop or the number of acres per crop on that dominant soil type, and
    5. If used, quantities used for crop protection.

    This information shall be submitted by March 1 of each year documenting irrigation for the previous calendar year.
    (474)

13. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)

14. The Permittee shall submit a copy of the well completion reports to the District's Water Use Permit Bureau, within 30 days of each well completion.(583)

15. In the event that an alternative water supply (AWS) for which there are standby quantities (256,000 gpd) permitted on this permit become wholly or partially unavailable, insufficient or unsuitable, the permittee shall access permitted standby quantities as follows depending upon the length of time the AWS is not available, sufficient or suitable. At no time will the Permittee utilize standby quantities to exceed authorized use or an authorized irrigation allocation rate on this permit.

    Less than 30 days: No District notification is required if the AWS is unavailable, insufficient, or unsuitable for the 30-day period or less. The Permittee may access permitted standby quantities to meet authorized use or an authorized irrigation allocation rate from the date of the first loss up to 30 days.

    Greater than 30 days but less than one year: The Permittee shall notify the District in writing within 45 days of the first day the AWS became unavailable, insufficient or unsuitable. The notification shall identify the standby withdrawal sources that were or will be activated, and the Permittee shall continue to submit written notification monthly for each subsequent 30-day period where the standby delivery of AWS is unavailable, insufficient or unsuitable, for up to one year from the date of first loss, insufficiency, or unsuitability. The Permittee may access permitted standby quantities to meet authorized use or an authorized irrigation allocation rate from the date of the first loss up to one year.

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If the loss of the AWS exceeds one year, the Permittee shall apply for a Letter of Modification to reinstate the standby quantities as active quantities, subject to all requirements of Rule 40D-2.331(2), F.A.C.

Permanent Loss: Upon verbal or written notice from an alternative water supply provider that delivery of all or part of the alternative water supply is to permanently cease, the Permittee shall submit information to the District explaining the reason(s) for the cessation. If the cessation was not caused by actions of the Permittee and is beyond the control of the Permittee, the Permittee shall apply for a letter modification to reinstate the standby quantities as active quantities.
(598)

16. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)

17. 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)

18. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID Nos. 17, 28, 29, 30, 88, 89, 90, 91, 92, 93, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, and 122, Permittee ID Nos. 11, 20, 21, 22, 101, 102, 103, 104, 105, 106, 109, 12, 13, 14, 15, 17, 18, 19, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, and 41. 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)

19. 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. 3, 9, 23, 94, 95, 107, 123, and 124, Permittee ID Nos. 92, 93, 16, 107, 108, 26, 42, and 43. 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)

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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.

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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.

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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 inTampa 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

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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

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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.

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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 specifice 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.

April Breton

Authorized Signature
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statues 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.

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Notice of Rights

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ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28.106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North,Tampa,FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

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JUDICIAL REVIEW

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1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

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CONSENT AGENDA

September 22, 2026

General Counsel's Report: Approval of the District's Annual Regulatory Plan for 2026-2027

Executive Order No. 11-211 requires agencies under the direction of the Governor to submit to the Governor's Office of Fiscal Accountability and Regulatory Reform (OFARR) "an annual regulatory plan that shall identify and describe each rule that the agency expects to begin promulgating during the next twelve-month period." Section 120.74, Florida Statutes (F.S.), requires each state agency to prepare an annual regulatory plan by October 1 of each year to identify each law enacted or amended during the previous twelve months which creates or modifies the duties or authorities of the agency, as well as each other law which the agency expects to implement by rulemaking before the following July 1, with the exception of emergency rulemaking. The annual regulatory plan must also contain a schedule for the rule review required by Section 120.5435, F.S., and a report containing certain metrics concerning agency permitting and licensing activities. Additionally, the annual regulatory plan must include a certification executed on behalf of the agency by both the presiding officer and the principal legal advisor to the agency head, verifying that both persons have reviewed the plan and that the agency regularly reviews all of its rules to determine if the rules remain consistent with the agency's rulemaking authority and laws implemented. Finally, under Section 120.74(2)(a)(3), F.S., the District must publish in the Florida Administrative Register a notice indicating that its Regulatory Plan is available on the District's website.

The District's proposed 2026-2027 Regulatory Plan lists upcoming rulemaking in the following categories:

1. Amendments to Procedural Rules, Forms, Delegation Agreements, and materials incorporated by reference – simplifying and clarifying rules, increasing efficiency, and in some cases reducing regulatory costs.
2. Amendments to Water Levels and Rates of Flow Rules – clarifying rules, increasing efficiency, and deleting obsolete or unnecessary rules.
3. Amendments for Land Management Rules – simplifying and clarifying rules, increasing efficiency, and reducing regulatory costs.
4. Amendments for Procurement Rules – simplifying and clarifying rules, and increasing efficiency.

After approval, the District's Regulatory Plan will be published on the District's website, and a notice will be published in the Florida Administrative Register. In addition, the District will electronically deliver a copy of the certification executed by the Governing Board Chair and the General Counsel, as required by Section 120.74(1)(d), F.S., to the Joint Administrative Procedures Committee. The District will continue to submit a copy of its Annual Regulatory Plan to the OFARR in accordance with Executive Order 11-211. Copies of the proposed regulatory plan and certification will be provided to the Governing Board during the meeting.

Strategic Plan

The Annual Regulatory Plan complies with statutory mandates and also supports the District's Core Business Processes, ensuring consistency and efficiency for Regulation.

Exhibits

Exhibit 1 – Certification of Annual Regulatory Plan
Exhibit 2 – Annual Regulatory Plan

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Staff Recommendation:
Approve the District's Annual Regulatory Plan for 2026-2027 and execute the certification required by Section 120.74(1)(d), F.S.

Presenter:
Anna Brulte, Attorney, Office of General Counsel

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EXHIBIT 1

CERTIFICATION OF ANNUAL REGULATORY PLAN FOR 2026-2027 FOR THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

We hereby certify:

That we have reviewed the Southwest Florida Water Management District's (District) Annual Regulatory Plan for 2026-2027, prepared in compliance with Section 120.74, F.S.; and

That the District regularly reviews all of its rules to determine if the rules remain consistent with the District's rulemaking authority and the laws implemented and conducted such a review on September ___, 2026.

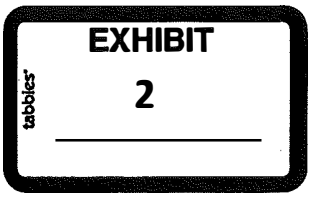
_____
JACK BISPHAM, CHAIR

_____
CHRISTOPHER A. TUMMINIA, ESQ.
GENERAL COUNSEL

_____
Date

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	A	B	C	D	E	F	G
1	Exhibit 2						
2	**Section 120.74(1)(a), F.S., Rulemaking**						
3	**Rule Section**	**Law(s) Implemented**	**Rule Title**	**Must the Agency Adopt Rules to Implement the Law**	**Is Rulemaking Necessary to Implement the Law**	**Has a Notice of Rule Development Been Published and, if so, the citation to Such Notice in the Florida Administrative Register**	**The Date by Which the Agency Expects to Publish the Notice of Proposed Rule**
4							
5	**Section 120.74(1)(b), F.S., Rulemaking**						
6	**Rule Section**	**Law(s) Implemented**	**Rule Title**	**Rulemaking Action**	**Reason for Rulemaking**	**Description of Changes/Additions to be Made in Rulemaking**	**Explain whether the rule is intended to simplify, clarify, increase efficiency, improve coordination with other agencies, reduce regulatory costs, or delete obsolete, unnecessary, or redundant rules**
7	40D-1.002	*253.002, 373.083, 373.103, 373.149, 373.171, 373.175, 373.219, 373.223, 373.224, 373.226, 373.246, 373.308, 373.309, 373.427, F.S.*	Delegation of Authority	Rule Amendment	Repeal certain revisions	Repeal unnecessary provisions.	The proposed rulemaking is intended to simplify, clarify, increase efficiency, and improve coordination with other agencies.
8	40D-1.660	*373.0361, 373.079(4)(a), 373.083(5), 373.114, 373.171, 373.403, 373.413, 373.4135, 373.4136, 373.414, 373.4144, 373.416, 373.429, 373.441, F.S.*	Publications and Forms Incorporated by Reference	Rule Amendment	Add and Update Incorporated Material	Update to Environmental Resource Permitting Applicant's Handbook Volume II, incorporate updated publications, forms, or operating agreements.	The proposed rulemaking is intended to simplify, clarify, increase efficiency, and improve coordination with other agencies.
9	40D-1.800	*120.53, 287.055, 373.083, 373.113*	Procedures for Contracting of Professional Services	Rule Amendment	Add and Update Rule	Update the process for awarding design-build contracts.	The proposed rulemaking is intended to simplify, clarify, increase efficiency, and reduce regulatory costs.
10	40D-2.091	*373.036, 373.0363, 373.042, 373.0421, 373.079(4)(a), 373.083(5), 373.116, 373.117, 373.1175, 373.118, 373.149, 373.171, 373.185, 373.216, 373.217, 373.219, 373.223, 373.227, 373.228, 373.229, 373.236, 373.239, 373.243, 373.250, 373.705, 373.709, 373.715 F.S.*	Publications and Forms Incorporated by Reference	Rule Amendment	Add and Update Incorporated Material	Incorporate updated publications, forms, or delegation agreements.	The proposed rulemaking is intended to simplify, clarify, increase efficiency, and improve coordination with other agencies.
11	40D-2.101	*373.0363, 373.116, 373.117, 373.1175, 373.216, 373.229, 373.236, 403.0877, F.S.*	Content of Application	Rule Amendment	Update Rule	Conform the rule to updated Water Use Permit Applicant's Handbook.	The proposed rulemaking is intended to simplify,clarify, increase efficiency, and reduce regulatory costs.
12	40D-3.037	*373.046, 373.103, 373.308, 373.309, 373.323. 373.333, 373.336, F.S.*	Rules, Publications and Agreements Incorporated by Reference	Rule Amendment	Update Incorporated Material	Incorporate updated Water Well Construction Disciplinary Guidelines and Citations Dictionary, contingent upon rule amendments and updates by FDEP.	The proposed rulemaking is intended to simplify, clarify, increase efficiency, and improve coordination with other agencies.
13	40D-8.041	*373.036, 373.0361, 373.042, 373.0421, F.S.*	Minimum Flows	Rule Amendment	Update Rule	Update references to NGVD29 and NAVD88 datum, and adopt or amend minimum flows.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency, or delete unnecessary rules.
14	40D-8.623	*373.036, 373.0361, 373.0395, 373.042, 373.0421, F.S.*	Minimum Wetland Levels	Rule Amendment	Update Rule	Update references to NGVD29 and NAVD88 datum, and adopt, amend, or repeal minimum levels.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency, or delete unnecessary rules.
15	40D-8.624	*373.036, 373.042, 373.0421, 373.086, 373.709, F.S.*	Guidance and Minimum Levels for Lakes	Rule Amendment	Update Rule	Update references to NGVD29 and NAVD88 datum, and adopt, amend, or repeal minimum levels.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency, or delete unnecessary rules.
16	40D-8.626	*373.4131, F.S.*	Minimum Aquifer Levels	Rule Amendment	Update Rule	Update references to NGVD29 and NAVD88 datum, and adopt, amend, or repeal minimum levels.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
17	40D-9.021	*259.105, 373.1391, 373.59 FS.*	Definitions	Rule Amendment	Update Rule	Update definitions to include electric bicycles and for better clarity.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
18	40D-9.120	*373.1391, 373.59 FS.*	Commercial Recreational Activities	Rule Amendment	Update Rule	Update process for approval of commercial recreational activities.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
19	40D-9.150	*373.1391, 373.59 FS.*	Equine Activities	Rule Amendment	Update Rule	Fix typographical error.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
20	40D-9.160	*373.1391, 373.59 FS.*	Bicycling	Rule Amendment	Update Rule	Update to include electric bicycles and for clarity.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
21	40D-9.170	*373.1391, 373.59 FS.*	Hunting	Rule Amendment	Update Rule	Update to address use of feeding stations and bait.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
22	40D-9.180	*373.1391, 373.59 FS.*	Swimming	Rule Amendment	Update Rule	Update to clarify swimming rules.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
23	40D-9.181	*373.1391, 373.59 FS.*	Underwater Diving	Rule Amendment	Update Rule	Update to clarify underwater diving rules.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
24	40D-9.190	*373.1391, 373.59 FS.*	Dogs, Cats, or Other Animals	Rule Amendment	Update Rule	Update to clarify treatment of pet behavior on District property.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
25	40D-9.191	*373.1391, 373.59 FS.*	Plant or Animal Removal, Destruction, or Harassment	Rule Amendment	Update Rule	Update for clarify.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
26	40D-9.210	*373.1391, 373.59 FS.*	Disposal or Discharge of Waste	Rule Amendment	Update Rule	Update to clarify prohibition on disposal of waste on District property.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
27	40D-9.230	*373.1391, 373.59 FS.*	Potentially Dangerous Equipment	Rule Amendment	Update Rule	Update clarifying use of certain potentially dangerous equipment.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
28	40D-9.260	*373.1391, 373.59 FS.*	Camping	Rule Amendment	Update Rule	Update to rule governing when camping is authorized and governing pet behavior in campground.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
29	40D-9.280	*373.1391, 373.59 FS.*	Unauthorized Facilities or Structures	Rule Amendment	Update Rule	Update to procedure for removal of unauthorized structures on District property.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
30	40D-9.290	*373.1391, 373.59 FS.*	Use or Possession of Alcoholic Beverages on District Lands Prohibited	Rule Amendment	Update Rule	Update clarifying procedure for approval of sale of alcoholic beverages.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
31	40D-9.330	*373.1391, 373.59 FS.*	Special Use Authorization	Rule Amendment	Update Rule	Updates to clarify and streamline process for issuance of special use authorizations.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.



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2025-2026	40D-9.021 Definitions
2025-2026	40D-9.111 Access to and Closures of District Lands
2025-2026	40D-9.120 Commercial Recreational Activities
2025-2026	40D-9.130 Recreational Fishing
2025-2026	40D-9.131 Commercial Fishing
2025-2026	40D-9.140 Hiking
2025-2026	40D-9.150 Equine Activities
2025-2026	40D-9.160 Bicycling
2025-2026	40D-9.170 Hunting
2025-2026	40D-9.171 Trapping
2025-2026	40D-9.180 Swimming
2025-2026	40D-9.181 Underwater Diving
2025-2026	40D-9.182 Swings, Diving, and Jumping
2025-2026	40D-9.190 Dogs, Cats, or Other Animals
2025-2026	40D-9.191 Plant or Animal Removal, Destruction, or Harassment
2025-2026	40D-9.192 Introduction of Plants and Animals to District Lands
2025-2026	40D-9.200 Historic Resources Removal, Alteration, or Destruction
2025-2026	40D-9.210 Disposal or Discharge of Waste
2025-2026	40D-9.220 Destruction, Removal, or Alteration of District-Owned Facilities or Equipment
2025-2026	40D-9.230 Potentially Dangerous Equipment
2025-2026	40D-9.231 Fireworks and Explosives
2025-2026	40D-9.240 Posting or Distributing Bills
2025-2026	40D-9.250 Fires
2025-2026	40D-9.260 Camping
2025-2026	40D-9.270 Use of Motorized Vehicles, Recreational Vehicles, Boats, and Aircraft
2025-2026	40D-9.280 Unauthorized Facilities or Structures
2025-2026	40D-9.290 Use or Possession of Alcoholic Beverages on District Lands Prohibited
2026-2027	40D-9.311 Penalties
2026-2027	40D-9.320 Conflicting Rules
2026-2027	40D-9.330 Special Use Authorization
2026-2027	40D-8.011 Policy and Purpose
2026-2027	40D-8.021 Definitions
2026-2027	40D-8.031 Implementation
2026-2027	40D-8.041 Minimum Flows
2026-2027	40D-8.621 Operating Levels for Lakes with District-Owned Management Structures
2026-2027	40D-8.623 Minimum Wetland Levels
2026-2027	40D-8.624 Guidance and Minimum Levels for Lakes
2026-2027	40D-8.626 Minimum Aquifer Levels
2026-2027	40D-22.011 Policy and Purpose
2026-2027	40D-22.101 Definitions
2026-2027	40D-22.201 Year-Round Water Conservation Measures
2026-2027	40D-22.303 Variances and Waivers
2026-2027	40D-22.401 Enforcement
2026-2027	40D-21.011 Policy and Purpose
2026-2027	40D-21.051 Definitions
2026-2027	40D-21.211 Monitoring Conditions
2026-2027	40D-21.221 Evaluating Water Conditions
2026-2027	40D-21.231 Declaring a Water Shortage
2026-2027	40D-21.251 Water Shortage Phases
2026-2027	40D-21.275 Implementing a Water Shortage Declaration
2026-2027	40D-21.281 Modifying or Rescinding a Water Shortage Declaration
2026-2027	40D-21.331 Declaring a Water Shortage Emergency
2026-2027	40D-21.371 Actions During a Water Shortage Emergency
2026-2027	40D-21.391 Implementing a Water Shortage Emergency Declaration
2027-2028	40D-21.421 Enforcement
2027-2028	40D-21.511 General
2027-2028	40D-21.531 Source Classifications
2027-2028	40D-21.541 Use Classifications
2027-2028	40D-21.571 Method of Withdrawal Classifications
2027-2028	40D-21.601 General
2027-2028	40D.21.621 Phase I: Moderate Water Shortage
2027-2028	40D-21.631 Phase II: Severe Water Shortage
2027-2028	40D-21.641 Phase III: Extreme Water Shortage
2027-2028	40D-21.651 Phase IV: Critical Water Shortage
2027-2028	40D-2.011 Policy and Purpose
2027-2028	40D-2.021 Definitions
2027-2028	40D-2.041 Permits Required
2027-2028	40D-2.051 Exemptions
2027-2028	40D-2.091 Publications and Forms Incorporated by Reference
2027-2028	40D-2.101 Content of Application

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2027-2028	40D-2.301 Conditions for Issuance of Permits
2027-2028	40D-2.302 Reservations from Use
2027-2028	40D-2.321 Duration of Permits
2027-2028	40D-2.331 Modification of Permits
2027-2028	40D-2.341 Revocation and Cancellation of Permits
2027-2028	40D-2.351 Transfer of Permits
2027-2028	40D-2.361 Renewal of Permits
2027-2028	40D-2.371 Ten Year Compliance Reporting
2027-2028	40D-2.381 Standard Permit Conditions
2027-2028	40D-2.401 Identification Tags
2027-2028	40D-2.501 Permit Use Types
2028-2029	40D-2.621 Water-Conserving Credits
2028-2029	40D-2.801 Water Use Caution Areas
2028-2029	40D-1.002 Delegation of Authority
2028-2029	40D-1.1001 Variances from Water Well Construction Rules
2028-2029	40D-1.1002 Variances and Waivers from Water Shortage Rules and Orders
2028-2029	40D-1.1003 Time for Consideration of a Petition for an Emergency Variance or Waiver
2028-2029	40D-1.1010 Point of Entry into Proceedings
2028-2029	40D-1.102 Definitions
2028-2029	40D-1.1022 Emergency Authorizations for Activities Regulated Under Part III Chapter 373, F.S.
2028-2029	40D-1.107 Basins
2028-2029	40D-1.140 District Funds
2028-2029	40D-1.602 Permits Required
2028-2029	40D-1.603 Permit Application Procedures
2028-2029	40D-1.6031 Authority to Transact Business
2028-2029	40D-1.6051 Timeframe for Providing Requested Information for Permit Applications and Denial of Incomplete Application
2028-2029	40D-1.607 Permit Processing Fee
2028-2029	40D-1.608 Permit Fee Reduction for Certain Counties, Municipalities, and Other Authorized Entities
2028-2029	40D-1.6105 Limiting Conditions
2028-2029	40D-1.659 Forms and Instructions
2028-2029	40D-1.660 Publications, Forms and Agreements Incorporated by Reference
2028-2029	40D-1.770 Lobbyist Registration
2028-2029	40D-3.021 Definitions
2028-2029	40D-3.032 Delegation
2028-2029	40D-3.037 Rules, Publications and Agreements Incorporated by Reference
2028-2029	40D-3.041 Permits Required
2028-2029	40D-3.042 Multiple Wells Under a Single Permit
2028-2029	40D-3.045 Water Use Permit Required
2029-2030	40D-3.051 Exemptions
2029-2030	40D-3.060 General Permit for Monitoring Wells
2029-2030	40D-3.101 Content of Application
2029-2030	40D-3.301 Conditions for Issuance of Permits
2029-2030	40D-3.310 Conditions for Transfer of Permits
2029-2030	40D-3.321 Duration of Permits
2029-2030	40D-3.341 Revocation of Permits
2029-2030	40D-3.411 Well Completion Report
2029-2030	40D-3.461 Inspections
2029-2030	40D-3.492 Violations
2029-2030	40D-3.502 Construction Methods
2029-2030	40D-3.505 Location
2029-2030	40D-3.507 Casing and Liner Pipe Standards
2029-2030	40D-3.517 Grouting and Sealing
2029-2030	40D-3.521 Well Seals
2029-2030	40D-3.531 Abandoned Well Plugging
2029-2030	40D-3.600 Special Well Construction Standards
2029-2030	40D-7.001 Policy
2029-2030	40D-7.002 Definitions
2029-2030	40D-7.003 Determination and Notice of a Material Breach of a Contract with the District
2029-2030	40D-7.004 Determination and Notice of a Contractor Suspension
2029-2030	40D-7.005 Administrative Hearings
2029-2030	40D-80.011 Policy and Purpose
2029-2030	40D-80.073 Hillsborough River Recovery Strategy
2029-2030	40D-80.074 Regulatory Portion of Recovery Strategy for the Southern Water Use Caution Area

This document complies with WCAG 2.2 AA standards

Consumptive Use Permitting (CUP)

1. Numbers of Applications			Units
(a)	Number of new applications received during the reporting period	487	(unitless)
(b)	Number of applications left incomplete by applicants	0	(unitless)
2. Appeals and Hearings			**Units**
(a)	Number of applications for which final agency action was appealed	1	(unitless)
(b)	For such applications, the number of formal hearings requested	1	(unitless)
(c)	For such applications, the number of informal hearings requested	0	(unitless)
3. Time Extensions			**Units**
(a)	Number of applications for which the district requested a time extension or waiver of time clock	1	(unitless)
(b)(i)	Number of applications for which the applicant requested a time extension or waiver of time clock	167	(unitless)
(b)(ii)	Of those in (b)(i), the number of applications for which an extension was required by a state agency or the judicial branch	0	(unitless)
4. Requests for Additional Information (RAIs)			**Units**
(a)	Number of applications which required the issuance of one or more RAIs	142	(unitless)
(b)	Number of applications where the applicant was unresponsive to one or more RAIs	0	(unitless)
5. Permit Backlog			**Units**
(a)	Number of applications not approved or denied within the statutory timeframe	0	(unitless)
6. Processing Times			**Units**
(a)	Median number of days to take final agency action after receipt of completed application	12.00	days
(b)	Average number of days to take final agency action after receipt of completed application	18.77	days
7. Staffing			**Units**
(a)	Number of current staff for the permit area	4.69	(unitless)

Environmental Resource Permitting (ERP)

1. Numbers of Applications			Units
(a)	Number of new applications received during the reporting period	3491	(unitless)
(b)	Number of applications left incomplete by applicants	10	(unitless)
2. Appeals and Hearings			**Units**
(a)	Number of applications for which final agency action was appealed	4	(unitless)
(b)	For such applications, the number of formal hearings requested	6	(unitless)
(c)	For such applications, the number of informal hearings requested	0	(unitless)
3. Time Extensions			**Units**
(a)	Number of applications for which the district requested a time extension or waiver of time clock	14	(unitless)
(b)(i)	Number of applications for which the applicant requested a time extension or waiver of time clock	365	(unitless)
(b)(ii)	Of those in (b)(i), the number of applications for which an extension was required by a state agency or the judicial branch	0	(unitless)
4. Requests for Additional Information (RAIs)			**Units**
(a)	Number of applications which required the issuance of one or more RAIs	2417	(unitless)
(b)	Number of applications where the applicant was unresponsive to one or more RAIs	8	(unitless)
5. Permit Backlog			**Units**
(a)	Number of applications not approved or denied within the statutory timeframe	6	(unitless)
6. Processing Times			**Units**
(a)	Median number of days to take final agency action after receipt of completed application	27.00	days
(b)	Average number of days to take final agency action after receipt of completed application	26.85	days
7. Staffing			**Units**
(a)	Number of current staff for the permit area	37.62	(unitless)

The above data was prepared for the purposes of §120.74 (1) F.S.
Agency annual rulemaking and regulatory plans; reports.— REGULATORY PLAN.

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Water Well Construction Permitting

1. Numbers of Applications			**Units**
(a)	Number of new applications received during the reporting period	13165	(unitless)
(b)	Number of applications left incomplete by applicants	11	(unitless)
2. Appeals and Hearings			**Units**
(a)	Number of applications for which final agency action was appealed	0	(unitless)
(b)	For such applications, the number of formal hearings requested	0	(unitless)
(c)	For such applications, the number of informal hearings requested	0	(unitless)
3. Time Extensions			**Units**
(a)	Number of applications for which the district requested a time extension or waiver of time clock	0	(unitless)
(b)(i)	Number of applications for which the applicant requested a time extension or waiver of time clock	15	(unitless)
(b)(ii)	Of those in (b)(i), the number of applications for which an extension was required by a state agency or the judicial branch	0	(unitless)
4. Requests for Additional Information (RAIs)			**Units**
(a)	Number of applications which required the issuance of one or more RAIs	68	(unitless)
(b)	Number of applications where the applicant was unresponsive to one or more RAIs	1	(unitless)
5. Permit Backlog			**Units**
(a)	Number of applications not approved or denied within the statutory timeframe	0	(unitless)
6. Processing Times			**Units**
(a)	Median number of days to take final agency action after receipt of completed application	1.00	days
(b)	Average number of days to take final agency action after receipt of completed application	2.46	days
7. Staffing			**Units**
(a)	Number of current staff for the permit area	3.37	(unitless)

Water Well Contractor Licensing

1. Numbers of Applications			**Units**
(a)	Number of new applications received during the reporting period	9	(unitless)
(b)	Number of applications left incomplete by applicants	1	(unitless)
2. Appeals and Hearings			**Units**
(a)	Number of applications for which final agency action was appealed	0	(unitless)
(b)	For such applications, the number of formal hearings requested	0	(unitless)
(c)	For such applications, the number of informal hearings requested	0	(unitless)
3. Time Extensions			**Units**
(a)	Number of applications for which the district requested a time extension or waiver of time clock	0	(unitless)
(b)(i)	Number of applications for which the applicant requested a time extension or waiver of time clock	1	(unitless)
(b)(ii)	Of those in (b)(i), the number of applications for which an extension was required by a state agency or the judicial branch	0	(unitless)
4. Requests for Additional Information (RAIs)			**Units**
(a)	Number of applications which required the issuance of one or more RAIs	4	(unitless)
(b)	Number of applications where the applicant was unresponsive to one or more RAIs	1	(unitless)
5. Permit Backlog			**Units**
(a)	Number of applications not approved or denied within the statutory timeframe	0	(unitless)
6. Processing Times			**Units**
(a)	Median number of days to take final agency action after receipt of completed application	15.00	days
(b)	Average number of days to take final agency action after receipt of completed application	15.00	days
7. Staffing			**Units**
(a)	Number of current staff for the permit area	1.00	(unitless)

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Works of the District (WOD)			
1. Numbers of Applications			**Units**
(a)	Number of new applications received during the reporting period	0	(unitless)
(b)	Number of applications left incomplete by applicants	0	(unitless)
2. Appeals and Hearings			**Units**
(a)	Number of applications for which final agency action was appealed	0	(unitless)
(b)	For such applications, the number of formal hearings requested	0	(unitless)
(c)	For such applications, the number of informal hearings requested	0	(unitless)
3. Time Extensions			**Units**
(a)	Number of applications for which the district requested a time extension or waiver of time clock	0	(unitless)
(b)(i)	Number of applications for which the applicant requested a time extension or waiver of time clock	0	(unitless)
(b)(ii)	Of those in (b)(i), the number of applications for which an extension was required by a state agency or the judicial branch	0	(unitless)
4. Requests for Additional Information (RAIs)			**Units**
(a)	Number of applications which required the issuance of one or more RAIs	0	(unitless)
(b)	Number of applications where the applicant was unresponsive to one or more RAIs	0	(unitless)
5. Permit Backlog			**Units**
(a)	Number of applications not approved or denied within the statutory timeframe	0	(unitless)
6. Processing Times			**Units**
(a)	Median number of days to take final agency action after receipt of completed application	0.00	days
(b)	Average number of days to take final agency action after receipt of completed application	0.00	days
7. Staffing			**Units**
(a)	Number of current staff for the permit area	0.00	(unitless)

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CONSENT AGENDA

September 22, 2026

General Counsel's Report: Approval of Emergency Order No. SWF 26-048 – Declaration of Emergency Regarding the Tampa Bypass Canal Water Supply (Hillsborough County)

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 reciting the existence of an emergency and requiring action. The Governing Board must affirm the emergency order at the next regularly scheduled Governing Board meeting.

By State of Florida Executive Order No. 26-33, Governor Ron DeSantis declared a state of emergency based on the serious threat to public health, safety, and welfare posed by drought conditions throughout the State.

On March 19, 2026, the Executive Director issued Emergency Order No. SWF 26-004, authorizing Tampa Bay Water to temporarily lower the Middle Pool of the Tampa Bypass Canal to 10.0 feet NGVD29 to maximize available public water supply, subject to certain operational requirements and other conditions. On April 13, 2026, the Executive Director issued a First Amendment to Emergency Order No. SWF 26-004 to authorize the Lower Pool of the Tampa Bypass Canal to be lowered from the optimal level of 6.0 feet to an elevation of 4.0 feet to maximize available public water supply. Emergency Order No. 26-004 is currently in effect until October 1, 2026, and may be extended for the duration of the District's Water Shortage Order.

On September 2, 2026, Tampa Bay Water requested an additional emergency authorization to temporarily modify certain conditions in Water Use Permit 20011796.002 for withdrawals from the Tampa Bypass Canal. Specifically, the request seeks to lower the minimum required discharge over the Tampa Dam from 100 cubic feet per second (cfs) to 40 cfs, eliminate the 40% diversion restriction when discharge over the Tampa Dam is between 40 cfs and 100 cfs, and allow withdrawals from the Middle Pool when the elevation is at or above 12.5 feet NGVD29 instead of the required elevation of 14.0 feet NGVD29.

Based on ongoing drought conditions and water supply availability concerns, the Executive Director issued Emergency Order No. SWF 26-048 granting Tampa Bay Water's request. Emergency Order No. SWF 26-048 will expire on March 31, 2027, unless rescinded or extended by Governing Board or Executive Director action on or before that date.

Strategic Plan
This Emergency Order supports the District's Strategic Initiatives for Regional Water Supply Planning and Core Business Processes for regulation.

Exhibits
Emergency Order

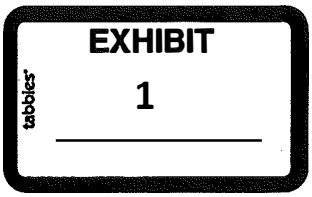
Staff Recommendation:
Approve Emergency Order No. SWF 26-048.

Presenter:
Christopher A. Tumminia, General Counsel, Office of General Counsel

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BEFORE THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

IN RE: DECLARATION OF
EMERGENCY REGARDING TAMPA
BYPASS CANAL WATER SUPPLY
_____/



EMERGENCY ORDER NO. SWF 26-048

Brian Armstrong, P.G., Executive Director of the Southwest Florida Water Management District ("District"), at the Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637, received evidence and information from District staff and representatives of Tampa Bay Water, a Regional Water Supply Authority, and the City of Tampa, a Florida municipal corporation, regarding drought conditions causing a public water supply shortage within the Tampa Bay region and creating an acute public health, safety, and welfare emergency. Based upon such evidence and information, the Executive Director finds and determines:

FINDINGS OF FACT

1. Section 373.246, Florida Statutes (F.S.), requires each water management district to adopt a Water Shortage Plan ("Plan") as a means of assuring appropriate responses to droughts and other types of water shortage events.

2. Part III of Chapter 40D-21, F.A.C., sets forth the emergency provisions of the Plan.

3. Rule 40D-21.331(3), F.A.C., specifies that, if the District determines that conditions are rapidly deteriorating, or if the District receives a request for emergency action, the District shall ascertain if emergency actions are necessary to protect public health, safety or welfare, considering such factors as whether the affected users can obtain water from other users or other sources on a temporary basis and whether there are recommendations from, and emergency actions taken by, a local government in the affected area.

4. Rule 40D-21.371(1), F.A.C., specifies that the Executive Director of the District may issue orders containing response mechanisms deemed necessary to address such an emergency, and that these mechanisms may include authorizations to temporarily withdraw from a permitted source in a manner or for a purpose not expressly granted by the applicable Water Use Permit; and restrictions that involve apportioning, rotating, limiting, or prohibiting the use of water.

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5. Rules 40D-21.391(1), (2) and (3), F.A.C., allow for such emergency orders to be issued without prior notice, subject to concurrence by the District's Governing Board and proper notice to affected water users and local officials.

6. Tampa Bay Water holds Water Use Permit No. 20011796.002 (the "Permit") for surface water withdrawals from the Tampa Bypass Canal ("TBC"). This is a public supply permit, and is part of Tampa Bay Water's interconnected regional water supply system. The Permit authorizes Tampa Bay Water to divert up to 300 cfs (194 mgd) from the Hillsborough River through the District's Structure 161 into the TBC and withdraw up to 400 cfs (258 mgd) for regional purposes from Tampa Bay Water's regional intake structures on the TBC middle and lower pools located just upstream and downstream of the District's Structure 162 in the TBC, respectively.

7. Special Condition 2.A. of the Permit provides a diversion schedule for Tampa Bay Water's diversions of the Hillsborough River into the TBC. The amount of water that may be diverted is dependent upon leaving a discharge rate of 100 cubic feet per second ("cfs") at the City of Tampa's dam ("Dam") on the Hillsborough River.

8. Special Condition 2.B. of the Permit governs authorized withdrawals by Tampa Bay Water from the Middle Pool of the TBC.

9. On September 2, 2026, Tampa Bay Water submitted to the District a request seeking an emergency order temporarily altering Special Conditions 2.A. and 2.B.2 of the Permit for the purpose of maximizing Tampa Bay Water's harvesting of water to continue to meet regional public supply demands and maximize the amount of water Tampa Bay Water is able to store in the C.W. Bill Young Regional Reservoir ("Reservoir") in preparation for the dry season of 2027. A copy of that request is attached hereto as Exhibit "A."

10. Specifically, Tampa Bay Water requests the following:

a. Lower the Hillsborough River discharge requirement over the Dam from 100 cfs to 40 cfs as specified in Special Condition 2.A of the Permit;

b. Eliminate the 40% diversion restriction when the discharge over the Dam is between 40 cfs and 100 cfs as stated in Special Condition 2.A;

c. Modify Special Condition 2.B.2 of the Permit to allow Tampa Bay Water to divert water from the Middle Pool of the TBC when the Middle Pool elevation is at or above 12.5 feet NGVD (instead of 14 feet NGVD) and eliminate the 100 cfs discharge requirement over District Structure 160.

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11. Tampa Bay Water states that it has met with District and City of Tampa staff, and that the discussion focused on avoiding impact to the City of Tampa's permitted diversions from the Hillsborough River and the Minimum Flow for the Lower Hillsborough River. The City of Tampa indicated its support for Tampa Bay Water's request via an email from the director of its water department. That email is attached hereto as Exhibit "B." District staff believes that the requested relief will not interfere with management of its structures or with the Lower Hillsborough River Minimum Flow.

12. Regional water supplies are constrained due to severe drought. In its request, Tampa Bay Water cites the following regional water supply conditions:

a. Rainfall in the Tampa Bay region, particularly in the headwaters of the Hillsborough and Alafia Rivers, has been below normal and sporadic during the first three months of the rainy season. The low rainfall in these areas has produced very low river flows for the summer season. Tampa Bay Water has only been able to store approximately 2.5 billion gallons of water in the Reservoir so far this summer.

b. Tampa Bay Water has limited the output of its Regional Surface Water Treatment Plant to 30 mgd since June 20, 2026, to preserve storage volume until the rain began. Tampa Bay Water continues this lower-than-expected output to store as much water in the Reservoir as possible for the dry season of 2027.

c. The Reservoir storage volume was 4.81 billion gallons as of September 1, 2026, approximately 31% full. This is a critically low storage volume with only one month remaining in what is usually a four-month rainy season.

d. The 12-month running average pumping rate from the Consolidated Permit Wellfields was 107.87 mgd at the end of August 2026 compared to the 90-mgd limit for that water use permit. Given the extended drought conditions and supply constraints, Tampa Bay Water expects that this running average pumping rate will remain above the 90-mgd permit limit for several additional months.

e. The Tampa Bay region is currently in a Stage 3 Regional Supply Shortage under Tampa Bay Water's Water Shortage Mitigation Plan, with a 14.1-inch rainfall deficit and a 28-mgd median flow deficit in the Hillsborough River for the past 12 months.

f. The U.S. Drought Monitor Map shows much of the Tampa Bay area in a severe or extreme drought condition as of August 27, 2026. With one month remaining in the rainy season, Tampa Bay Water

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believes there is little chance that the region will emerge from drought conditions in the coming fall and winter months.

g. The Tampa Bay Desalination Facility is online and has been in production since December 2024. The production from this facility has been reduced this spring and summer due to high salinity in Tampa Bay due to the low rainfall and diminished runoff through local rivers. The desalination facility produced an average of 7.90 mgd in July and 8.78 mgd in August 2026.

13. By State of Florida Executive Order No. 26-33, Governor Ron DeSantis declared that a state of emergency exists based upon the serious threat to public health, safety, and welfare posed by drought conditions throughout the State. Executive Order No. 26-33 has been extended multiple times, and remains in effect.

14. District staff has also determined that the following hydrologic factors are occurring and are contributing to or exacerbating the local and regional water supply situation:

a. As of September 1, 2026, within the District's central counties, which include the Tampa Bay region, the 12-month moving sum for rainfall was at the 1st percentile (Critically Abnormal), the 24-month moving sum for rainfall was at the 10th percentile (Extremely Abnormal), the 8-week moving average streamflow for the Hillsborough River at Zephyrhills was at the 14th percentile (Severely Abnormal), the 7-day average streamflow for the Hillsborough River at Zephyrhills was at the 13th percentile (Severely Abnormal), the 8-week moving average streamflow for the Alafia River at Lithia was at the 20th percentile (Severely Abnormal), the 7-day average streamflow for the Alafia River at Lithia was at the 13th percentile (Severely Abnormal), the 8-week moving average streamflow for the Peace River at Bartow was at the 4th percentile (Critically Abnormal), the 7-day average streamflow for the Peace River at Bartow was at the 3rd percentile (Critically Abnormal), and the Aquifer Resource Indicator for the District's central counties was at the 23rd percentile (moderately abnormal).

15. The conditions within the service areas of Tampa Bay Water constitute a threat to both the public water supply and to public health, safety, and welfare.

16. The exercise of the non-emergency powers under subsections 373.175(1) and (2) and 373.246(1), F.S., and Chapter 40D-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, nor the drinking water supply of persons who depend upon Tampa Bay Water.

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CONCLUSIONS OF LAW

17. An emergency exists requiring immediate action by the Executive Director of the District, as duly authorized by subsections 373.119(2), 373.175(4), and 373.246(7), F.S., and Rule 40D-21.331(4), F.A.C., to declare a water shortage emergency and to issue emergency orders reciting the existence of an emergency and requiring that action be taken as deemed necessary to meet the emergency.

WHEREFORE, it is hereby **ORDERED** that:

18. An emergency is declared for Tampa Bay Water.

19. The Permit is hereby temporarily modified as follows:

a. In lieu of the diversion schedule described in Special Condition 2.A. Table 1, the following diversion schedule shall be applicable during the term of this Order:

Maximum Diversion Rate cfs (mgd)	Hillsborough River Discharge Measured at Tampa Dam cfs (mgd)
60 cfs (39 mgd) The diversion must leave a discharge rate of 40 cfs (26 mgd) at the Tampa Dam. Tampa Bay Water may take all of the flow in excess of 40 cfs (26 mgd) up to 100 cfs (65 mgd)	Less than or equal to 100 cfs (65 mgd)
60 cfs (39 mgd) to 126 cfs (81 mgd) (0 to 40% of Flow Sliding Scale) The diversion must leave a discharge rate of 40 cfs (26 mgd) at the Tampa Dam. When the flow over the dam is above 100 cfs (65 mgd), Tampa Bay Water may take all excess flow as long as no more than 40% of the total flow over the Tampa Dam is diverted.	Greater than 100 cfs (65 mgd) to 166 cfs (108 mgd)
166 cfs (108 mgd) to 300 cfs (194 mgd) (40% ot the Total Flow) The diversion must leave a discharge rate of 40 cfs at the Tampa Dam.	166 cfs (108 mgd) to 746 cfs (485 mgd)
300 cfs (194 mgd) Maximum	> 746 cfs (485 mgd)

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b. Special Condition 2.B.2 of the Permit is modified as follows:

At times when the TBC middle pool is at or above 12.5 feet NGVD, then a quantity of up to 400 cfs (258 mgd) may be withdrawn from the middle pool.

20. Except as provided herein, all other terms and conditions of the Permit shall remain in full force and effect.

21. All local governments receiving water from Tampa Bay Water shall continue to aggressively enforce applicable District water shortage restrictions for the duration of this Order.

22. This Order shall expire on March 31, 2027, unless rescinded or extended by Governing Board or Executive Director action on or before that date.

DONE AND ORDERED in Hernando County, Florida, this 8th day of September, 2026.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

Filed this 8th day of September, 2026.

_____
Agency Clerk

The Governing Board of the Southwest Florida Water Management District concurred with the action taken by the District's Executive Director.

Acknowledged this ___ day of September, 2026.

By: _____
Jack Bispham
Chair

Approved as to Legal Form & Content

_____
Christopher A. Tumminia, Esq.
General Counsel

Attest: _____
John Hall
Secretary

This document complies with WCAG 2.2 AA standards

NOTICE OF RIGHTS

In accordance with Sections 373.119(3), 120.569, and 120.57, Florida Statutes ("F.S."), and Chapter 28-106, Florida Administrative Code ("F.A.C."), persons to whom this Order is directed, or whose substantial interests are affected, may request an administrative hearing. A request for hearing that disputes the material facts on which the District's action is based must contain all elements required by Rule 28-106.201(2), F.A.C., including but not limited to: (1) an explanation of how the substantial interests of each person requesting the hearing will be affected by the District's action; (2) a statement of all disputed issues of material fact; (3) the District Order number; (4) the name, address, any e-mail address and telephone number of the person requesting the hearing and, if applicable, of the person's representative; (5) a statement of when and how the person requesting the hearing received notice of the District's action; (6) a concise statement of the ultimate facts alleged, including the specific facts warranting reversal or modification of the District's action; (7) a statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's action; and (8) the relief sought, including precisely what action the requester wishes the agency to take. A request for hearing that does not dispute the material facts on which the District's action is based shall state that no material facts are in dispute, and must contain the information set forth above (with the exception of item (2)), and otherwise comply with Rule 28-106.301(2), F.A.C. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Tampa Service Office, 7601 Highway 301 North, Tampa, Florida 33637-6759 or by facsimile transfer to (813) 367-9776 within twenty-one (21) days of receipt of this notice. Because the administrative hearing process is designed to formulate final agency action, the timely filing of a request for hearing may result in the District's final action being different from its original action. Failure to file a request for hearing within the specified time period shall constitute a waiver of any right any such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., and Rule 28-106.111, F.A.C., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

In accordance with subsection 120.569(1), F.S., the following additional administrative or judicial review may be available. A party who is adversely affected by final agency action may seek review of the action in the appropriate District Court of Appeal pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, within thirty (30) days after the rendering of the final action by the District.

PURSUANT TO SUBSECTION 373.119(3), F.S., AND NOTWITHSTANDING ANY OTHER PROVISION UNDER CHAPTER 120, F.S., PERSONS TO WHOM THE ORDER IS DIRECTED SHALL COMPLY THEREWITH IMMEDIATELY, AND THE TIMELY FILING OF A PETITION SHALL NOT STAY SUCH PERSON'S OBLIGATION TO MAINTAIN SUCH COMPLIANCE DURING THE PENDENCY OF ANY ADMINISTRATIVE PROCEEDING.

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CONSENT AGENDA

September 22, 2026

Executive Director's Report: Approve Governing Board Minutes – August 25, 2026

Staff Recommendation:
Approve minutes as presented.

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

This document complies with WCAG 2.2 AA standards

GOVERNING BOARD MEETING
TUESDAY, AUGUST 25, 2026 – 9:00 A.M.
2379 BROAD STREET, BROOKSVILLE, FLORIDA 34604-6899
(352) 796-7211

Board Members Present
Jack Bispham, Chair
Ashley Bell Barnett, Vice Chair*
John Hall, Secretary
Dustin Rowland, Treasurer
Michelle Williamson, Member
James Holton, Member*
Robert Stern, Member
Nancy H. Watkins, Member
James Turner, Member
Brian Aungst, Jr., Member

*Attended via Electronic Media

Board Members Absent
Joshua Gamblin, Member
John Mitten, Member
Kelly Rice, Member

Staff Members
Brian J. Armstrong, Executive Director
Amanda Rice, Assistant Executive Director
Chris Tumminia, General Counsel
Brian Werthmiller, Inspector General
Michelle Hopkins, Division Director
Brian Starford, Division Director
Brandon Baldwin, Division Director
Randy Smith, 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 on August 25 at 9:00 a.m., in the Brooksville office at 2379 Broad Street, Brooksville, Florida 34601. 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

The meeting was called to order. It was announced that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. 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. Comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the Chair. It was suggested, if there are several individuals requesting to speak on the same topic a spokesperson may be designated. Each member of the Governing Board and staff present at the dais was introduced (this served as roll call). A quorum was confirmed.

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1.2 Invocation and Pledge of Allegiance
Board Member James Turner offered the invocation and led the Pledge of Allegiance.

1.3 Employee Recognition
Chair Bispham recognized Mark Fulkerson for his milestone years of service with the District.

1.4 Additions/Deletions to Agenda
Mr. Brian Armstrong, Executive Director, stated there were no additions or deletions to the agenda.

1.5 Public Input for Issues Not Listed on the Published Agenda
Mr. David Ballard Geddis, Jr., spoke regarding the United States Constitution.

Consent Agenda
Resource Management Committee

2.1 Starkey Road Watershed Management Plan Update Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps – Q199 (Pinellas County)
Staff recommended the Board approve use of the Starkey Road Watershed Management Plan Update floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Pinellas County.

Operations, Lands & Resource Monitoring Committee

2.2 FARMS – Bentley Ranch, Inc. – H852 (Hardee County)
Staff recommended the Board:
1. Approve the Bentley Ranch, Inc. project for a not-to-exceed project reimbursement of $277,442 provided by the Governing Board;
2. Authorize the transfer of $277,442 from fund 010 H017 Governing Board FARMS Fund to the H852 Bentley Ranch, Inc. project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

2.3 Knowledge Management: Land Management Policy
Staff recommended the Board approve the proposed changes to the Policy.

2.4 Conveyance of Channel A to Hillsborough County (Hillsborough County)
Staff recommended the Board:
- Approve the conveyance of Channel A to Hillsborough County
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed; and
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the Buyer; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Regulation Committee

2.5 Water Use Permit No. 20 013343.007 – Manatee County BOCC, Manatee County Utilities Consolidated Permit (Manatee County)
Staff recommended the Board approve the proposed permit attached as an exhibit.

2.6 Water Use Permit No. 20009791.012 – Citrus County Board of County Commissioners/ Sugarmill Woods Water System (Citrus County)
Staff recommended the Board approve the proposed permit attached as an exhibit.

DRAFT

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General Counsel's Report

2.7 Approval of Consent Order – Environmental Resource Violations: Unauthorized Activities – Placida Pointe Homeowners Association, Inc. – CT No. 426096 –(Charlotte County)

Staff recommended the Board:

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

Executive Director's Report

2.8 Approve Calendar for Fiscal Year 2027 Meeting Dates

Staff recommended the Board approve Fiscal Year 2027 meeting dates as presented.

2.9 Approve Governing Board Minutes – July 23, 2026

Approve minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio – 00:09:40)

Discussion

Finance/Outreach & Planning Committee

Board Member Dustin Rowland called the committee to order.

3.1 Consent Item(s) Moved to Discussion - None

3.2 Knowledge Management: Procurement Policy

Mr. Brandon Baldwin, Business and Information Technology Division Director, provided background regarding the current Governing Board Procurement policy and outlined the proposed changes. The final policy will be presented at the September meeting for Board approval. Mr. Baldwin responded to questions.

This was for information only. No action was required.

3.3 Budget Transfer Report

This was for information only. No action was required.

Resource Management Committee

Board Member Robert Stern called the committee to order.

4.1 Consent Item(s) Moved to Discussion - None

4.2 Initiation and Approval of Rulemaking to Amend Rule 40D-8.041, Florida Administrative Code, to Adopt Minimum Flows for the Upper Peace River and Accept the Final Draft Report

A Request to Speak card was submitted for this item.

Mr. Eric DeHaven, Polk Regional Water Cooperative (PRWC) Executive Director, spoke in opposition to adopting Minimum Flows (MFLs) for the Upper Peace River (UPR).

Secretary John Hall stated that in 2025 the Coastal Heartland National Estuary Program (CHNEP) considered establishing the UPR as a Wild and Scenic River. At that time, CHNEP agreed to delay that process to allow the District to complete its MFLs study. He stated if CHNEP reconsiders this idea again, any withdrawals will be problematic.

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Dr. Lei Yang, Ph.D., P.E., Chief Professional Engineer, presented information on the establishment of Minimum Flows and Levels (MFLs) and the associated processes. She summarized the project timeline, the review process, and the outreach provided for this MFL. Dr. Yang stated that although not statutorily required, peer review was performed, and the best available data and scientific information was used. She explained baseline flow information, and summarized the recommended high, medium and low flow blocks for each index gage location. Staff responded to questions.

Board Members expressed support for setting MFLs to protect water resources.

Mr. Doug Manson, representing the Peace River Manasota Regional Water Supply Authority, responded to questions.

Mr. Eric DeHaven, PRWC Executive Director, expressed concern that the adopting of this MFL may impact the 2018 settlement agreement between the PRWC and Peace River Manasota Regional Water Supply Authority. Discussion ensued.

A Request to Speak card was submitted for this item.

Mr. David Ballard Geddis, Jr., expressed his thoughts regarding riparian rights and responsible water use.

Staff recommended the Board:

- Accept the report titled "A Reevaluation of Minimum Flows for the Upper Peace River from Bartow to Zolfo Springs, Florida, Final Draft, August 2026."
- Authorize initiation of rulemaking to amend Rule 40D-8.041, F.A.C., to replace the previously approved minimum flows for the Upper Peace River.
- Approve the proposed rule language, as shown in Exhibit A to this recap, to replace the previously approved minimum flows for the Upper Peace River.
- Authorize staff to make any necessary minor or clarifying edits that may result from the rulemaking process to finalize the Upper Peace River minimum flows report.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 00:54:11/01:07:02)

4.3 Lower Hillsborough River Recovery Strategy Implementation– Annual Update
This was for information only. No action was required.

4.4 Minimum Flows and Minimum Water Levels Priority List and Schedule Update
This was for information only. No action was required.

Operations, Lands & Resource Monitoring Committee
Chair Jack Bispham called the committee to order.

5.1 Consent Item(s) Moved to Discussion – None

5.2 Hydrologic Conditions Report
Ms. Tamera McBride, P.G., Hydrologic Data Manager, presented the Hydrologic Conditions report. She stated that rainfall for July was below average and the Districtwide 12-month rainfall total also remained in a deficit. Information was presented regarding rainfall, streamflow, groundwater levels, lake levels, public supply reservoirs and climate forecasts. Ms. McBride stated that stored water supplies remain in use to offset dry conditions. She summarized the Climate Prediction Center's near-term climate forecast for September, October and November as related to temperatures and precipitation. A current tropical outlook was presented. Ms. McBride responded to questions.

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This was for information only. No action was required.

5.3 Offer for Surplus Lands – Tampa Bypass Canal (TBC-33), SWF Parcel No. 13-001-765S (Hillsborough County)

Mr. Mike Singer, Real Estate Services Manager, provided a presentation which included historical information, a description of the property, and the offer amount.

Staff recommended the Board:

- Accept the offer of $95,000; and
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on the behalf of the District; and
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed; and
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the Buyer; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:21:05)

Regulation Committee

6.1 Consent Item(s) Moved to Discussion - None

No Items were presented.

General Counsel

7.1 Consent Item(s) Moved to Discussion - None

7.2 Affirm Governing Board Committee Actions

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:21:53)

Committee/Liaison Reports

8.1 Environmental Advisory Committee

A written summary of the July 14 meeting was provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, expressed appreciation for the informed discussion regarding item 4.2. He explained that although the adoption of MFLs can add additional responsibilities to the District, the benefit is to the environment.

Chair's Report

10.1 Chair's Report

Chair Bispham asked Board Member John Hall to keep the Board apprised of any decisions from CHNEP regarding consideration to establish the Upper Peace River (UPR) as a Wild and Scenic River.

Chair Bispham asked if the Board had any matters which they would like to discuss at the next meeting. None were presented.

Board Member Robert Stern asked about the protocol for Request to Speak cards. Board Member

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Nancy Watkins stated the Board sets policy, but the Chair has discretion.

Mr. Chris Tumminia stated that staff will review the current Board policy and present suggested changes to the Board for consideration.

There will be a Tentative Fiscal Year (FY) 2027 Budget Hearing on Tuesday, September 8 at 5:01 p.m., in our Tampa Service office. The next regularly scheduled Board meeting is for Tuesday, September 22 at 3:00 p.m., in the Tampa office. This will be followed by the Final FY2027 Budget Hearing at 5:01 p.m.

10.2 Employee Milestones

A written summary was provided.

Adjournment

The meeting adjourned at 10:32 a.m.

DRAFT

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Governing Board Meeting
September 22, 2026

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1 **Discussion:** Consent Item(s) Moved to Discussion 137

3.2 **Discussion:** Information Item: Office of Inspector General Fiscal Year 2026 Annual Report 138

3.3 **Discussion:** Action Item: Budget Update for Fiscal Year 2027 139

3.4 **Submit & File:** Information Item: Budget Transfer Report 141

This document complies with WCAG 2.2 AA standards

FINANCE/OUTREACH & PLANNING COMMITTEE

September 22, 2026

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

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FINANCE/OUTREACH & PLANNING COMMITTEE

September 22, 2026

Discussion: Information Item: Office of Inspector General Fiscal Year 2026 Annual Report

Background and Purpose:
In accordance with the Office of Inspector General (OIG) Charter Governing Board Policy and Section 20.055, Florida Statutes, the Inspector General must submit an annual report to the District Governing Board that summarizes the activities of the OIG during the fiscal year.

This report provides relevant information regarding performance measures, a description of recommendations for corrective actions, a description of corrective actions from previous annual reports, a summary of audit and investigation reports, reviews, and other accomplishments during the period.

Exhibit
Office of Inspector General Fiscal Year 2026 Annual Report (To be provided under separate cover.)

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

This document complies with WCAG 2.2 AA standards

FINANCE/OUTREACH & PLANNING COMMITTEE

September 22, 2026

Discussion: Action Item: Budget Update for Fiscal Year 2027

Purpose

Request approval of budget changes made since adoption of the fiscal year (FY) 2027 Tentative Budget at the first public budget hearing held on September 8, 2026.

Background

At the July 28 Governing Board meeting, the Governing Board approved the FY2027 Tentative Budget as presented, which on August 1, was submitted to the Executive Office of Governor (EOG), the President of the Senate, the Speaker of the House of Representatives, the chairs of all legislative committees and subcommittees having substantive or fiscal jurisdiction over water management districts, the Secretary of the Department of Environmental Protection, and the governing body of each county in which the District has jurisdiction or derives any funds for the operations of the District. The FY2026-27 *Tentative Budget Submission* was also posted on the District's website and reflects the budget as approved by the Governing Board on July 28.

On September 8, 2026, the first public budget hearing was held at the Tampa Office where the Governing Board voted to adopt a tentative millage rate of 0.1831 and budget totaling $250,019,791. Written disapproval of any portion of the budget must be received from the EOG or the Legislative Budget Commission at least five business days prior to the final budget hearing. The second and final hearing is scheduled to be held on September 22, 2026 at 5:01 p.m. also at the Tampa Office.

Discussion

Staff request an increase of $1,500,000 to the FY2027 tentative budget that was adopted at the first public budget hearing held on September 8, 2026. The increase is for the addition of a Hillsborough River/Tampa Bypass Canal Watershed Alternatives Analysis (B897) project that will be cooperatively funded with the U.S. Army Corps of Engineers with a 50/50 cost-share. The $1,500,000 requested is the District's share of the estimated cost for the project. The source of funding for this request will be Project Reserves. The request will increase the total budget from $250,019,791 to $251,519,791.

Strategic Plan

Development of the annual budget serves as the fiscal guide to carry out the priorities and needs identified in the Strategic Plan.

Exhibit

Evaluation of *Hillsborough River/Tampa Bypass Canal Watershed Alternatives Analysis (B897)*

Staff Recommendation:

Approve the changes to the FY2027 budget, as presented, for adoption at the final budget hearing scheduled to be held on September 22, 2026 at 5:01 p.m.

Presenter:

Brandon Baldwin, Division Director, Business and IT Services Division

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Project No: B897	Hillsborough River/Tampa Bypass Canal Watershed Alternatives Analysis
Project Category:	Structure Improvements & Construction
Areas of Responsibility:	Water Supply: ☐ Water Quality: ☐ Natural Systems: ☐ Flood Protection: ☒

Description	
Description:	The Hillsborough River Basin and Tampa Bypass Canal (TBC) Watershed feasibility study, in partnership with the U.S. Army Corps of Engineers (USACE), will investigate issues with flooding and reduced level of service, as well as challenges with sea level rise and changing rainfall. The TBC is part of the Four River Basins (FRB) Project created by the USACE in the 1960s. In addition to reevaluating the TBC, this study will investigate Cypress Creek, Lake Thonotosassa, Upper Hillsborough River and East Pasco, which are areas that were heavily impacted by hurricanes in 2024. Lake Thonotosassa elements (C-132, S-153 and S-154), Upper Hillsborough River elements (S-156 and L-113), and Cypress Creek elements (S-157 and L-115) were part of the original FRB project but never built. The study will reevaluate the feasibility of constructing the elements mentioned above that were never built and alternatives to the structures, levees and canals that were part of the FRB project plan. Additionally, the District is interested in reevaluating the level of service for the TBC.
Benefit:	This study is intended to assist in long-term planning and improve long-term flood protection and resiliency.
Cost:	Total project cost: $3,000,000 District: $1,500,000 with $1,500,000 requested in FY2027. USACE: $1,500,000

Evaluation	
Resource Benefit:	The study will assess the current capacity of the Tampa Bypass Canal and the Hillsborough River Watershed. The study will identify possible flood mitigation solutions to the areas that flooded as a result of record rainfall from Hurricane Milton in 2024.
Cost Effectiveness:	Cost estimates are based on USACE's experience with these types of studies and the programs offered by the USACE for feasibility studies.
Project Readiness:	The project will begin in Spring 2027.

Strategic Goals	
Strategic Initiatives:	- Floodplain Management - Flood Protection Programs, Projects and Regulations - Emergency Flood Response - Flood Protection Facilities
Regional Priorities:	- None

Additional Information	
Additional Information:	The District has requested the USACE to add this project to their 2027 Workplan.

Funding

Funding Source	Prior	FY2027 Requested	Future	Total
District	$0	$1,500,000	$0	$1,500,000
U.S. Army Corps of Engineers	$0	$1,500,000	$0	$1,500,000
Total	$0	$3,000,000	$0	$3,000,000

This document complies with WCAG 2.2 AA standards

FINANCE/OUTREACH & PLANNING COMMITTEE

September 22, 2026

Submit & File: Information Item: Budget Transfer Report

Purpose
Provide the Budget Transfer Report covering all budget transfers made during the month of August 2026.

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 August 2026.

Exhibit
Budget Transfer Report

Staff Recommendation:
This item is for the Board's information only, and no action is required.

Presenter:
Melisa J. Lowe, Bureau Chief, Finance Bureau

This document complies with WCAG 2.2 AA standards

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
August 2026

Item No.	--- TRANSFERRED FROM --- Bureau / Expenditure Category	--- TRANSFERRED TO --- Bureau / Expenditure Category	Reason for Transfer	Transfer Amount
Change from Original Budget Intent				
1	Operations Consultant Services Equipment - Fixed Capital Outlay	Operations Consultant Services	Transfer of funds originally budgeted for bridge inspections on conservation lands and replacement of a standby generator at Medard Reservoir. Expenditures were less than anticipated. The funds are required for evaluation and design of improvements at the Medard Reservoir dam and structure.	$ 38,869.55
2	General Services Capital Field Equipment Fund	General Services Capital Field Equipment Fund	Transfer of funds originally budgeted for the Capital Field Equipment Fund for asset acquisitions as outlined in the adopted budget. The funds are required for the replacement of a 17-year-old motor on a boat used to perform routine duties for the Water Quality Monitoring Program. This replacement, which was planned for next fiscal year, is being accelerated due to a recent failure where the repairs exceed the value of the motor.	8,545.26
3	Land Resources Surveying Services	Land Resources Consultant Services	Transfer of funds originally budgeted for District boundary surveys under the multi-year Encroachment Assessment Initiative. Expenditures this fiscal year were less than anticipated due to the utilization of internal resources. The funds are required for a study on Kirkland Ranch Preserve due to a high potential for archeological artifacts in and around the Preserve. Timely completion of the study in advance of beginning ground disturbing work allows preparations for the Preserve to be open to the public without delays from artifacts uncovered when work is in progress.	35,000.00
4	General Services Maint/Repair of Buildings/Structures	General Services Equipment - Inside	Transfer of funds originally budgeted for maintenance and repair of District facilities. Expenditures for the fiscal year have been less than anticipated. The funds are required to replace an ice machine at the Lake Hancock field office. The 20-year-old unit has exceeded its useful life and is no longer cost-effective to repair.	6,549.62
			Total Change from Original Budget Intent	**$ 88,964.43**
Consistent with Original Budget Intent				
1	Operations Maint/Repair of Buildings/Structures	Engineering and Project Management Maint/Repair of Buildings/Structures	Funds are needed for the original budgeted purpose for maintenance and repair of District water control structures. The funds are being transferred from the Field Operations Section to the Design and Construction Management (DCM) Section for oversight of replacing pilings at Structure S-155 concurrent with the fender replacement overseen by the DCM Section.	$ 150,000.00
			Total Consistent with Original Budget Intent	**$ 150,000.00**
			Total Amount Transferred	**$ 238,964.43**

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.

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Governing Board Meeting
September 22, 2026

4. RESOURCE MANAGEMENT COMMITTEE

4.1 **Discussion:** Consent Item(s) Moved to Discussion 143

4.2 **Discussion:** Information Item: Wysong-Coogler Dam Refurbishment 144

This document complies with WCAG 2.2 AA standards

RESOURCE MANAGEMENT COMMITTEE

September 22, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:
Randy Smith, PMP, Division Director, Resource Management Division

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RESOURCE MANAGEMENT COMMITTEE

September 22, 2026

Discussion: Information Item: Wysong-Coogler Dam Refurbishment

Purpose
Provide an overview of the rehabilitation of the Wysong-Coogler Dam.

Background/History
Wysong-Coogler Dam serves to regulate the flow of the Withlacoochee River. It is located between Citrus and Sumter Counties downstream of Lake Panasoffkee Outlet and upstream of State Road 44. The dam is an adjustable crest weir that is raised or lowered to maintain appropriate upstream water levels in the river. The gates are raised or lowered using a pneumatic gate lift system, known as an Obermeyer Dam, and is the most appropriate solution to maintain water levels while also allowing for navigation of the river. The pneumatic bladders that raise and lower the gates were installed in 2001 and have a typical useful life of 20 years. In 2025, the District was working towards the replacement of these bladders and a variety of other aging components at the dam through a traditional design, bid, and build process.

At the 60% design phase it was estimated that rehabilitation may cost $12,000,000 to $15,000,000 for construction, which would require a request for proposal to continue the design. Additionally, the estimated cost to complete design was $500,000. After receiving this estimate, the bags on gate #2 failed and operations staff fixed the gate to the closed position. With an elevated cost estimate for construction and major deficiencies, additional alternatives were explored by staff to expedite repairs. The recent drought conditions provided an alternative low-water construction opportunity, so management decided to use this opportunity to accelerate the rehabilitation of the dam using a hybrid construction approach combining contracted services with self-performance.

Contracted services were used for the installation and removal of the cofferdams and for the replacement of the pneumatic bladders. The Districts Field Operations staff were responsible for the heavy lifting of the gates and bladders, maintenance of the cofferdams, and conducting 24-hour dewatering activities for five weeks. Design and Construction Management and Operations staff were also onsite to observe the repair progress and be available if any needs were encountered. Communications staff were onsite to document all the repairs so that in the future, these types of repairs can be done in-house. Repairs included replacing the bags in the main gate and the lock, replacing bolts and other deteriorated materials, adding in shield plates to the main gate for ease of future bag replacements, and replacing the air line on the lock to be larger so that it can operate faster.

Restoration is currently ongoing to replace parts of the broken concrete sidewalk, restore the parking lot pavement and resod disturbed areas of the site. The District is in the process of procuring services for replacement of the air compressor system that inflates the bladders.

Benefits/Costs
This alternative repair project has come in at just under $2,000,000, including contracted services, parts and supplies, and equipment rentals. Additionally, approximately $205,000 in staff time was required for this project. This repair will help the Wysong-Coogler Dam continue to operate for an estimated 20 years.

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Strategic Plan
The Wysong-Coogler Dam Refurbishment project supports the Flood Protection Facilities Strategic Initiative.

Exhibits
None.

Staff Recommendation:
This item is for the Board's information only, and no action is required.

Presenter:
Jillian Berbakov, P.E., Design & Construction Manager, Engineering & Project Management Bureau

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Governing Board Meeting

September 22, 2026

5. OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

5.1 **Discussion:** Consent Item(s) Moved to Discussion 146

5.2 **Discussion:** Action Item: Purchase and Sale Agreement – C&D Ranch/Lower Peace River Corridor Project, SWF Parcel No. 20-695-121C (Hardee and DeSoto County) 147

5.3 **Discussion:** Action Item: Purchase and Sale Agreement – Rock Bend Ranch/Lower Peace River Corridor Project, SWF Parcel No. 20-695-117C (DeSoto County) 181

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OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

September 22, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:
Brian S. Starford, P.G., Division Director, Operations, Lands and Resource Monitoring Division

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OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

September 22, 2026

Discussion: Action Item: Purchase and Sale Agreement – C&D Ranch/Lower Peace River Corridor Project, SWF Parcel No. 20-695-121C (Hardee and DeSoto Counties)

Purpose

The purpose of this item is to request Governing Board approval for the purchase of a conservation easement over approximately 623.66-acres within the Lower Peace River Corridor Project, SWF Parcel No. 20-695-121C (C&D Ranch). A general location and site map are attached hereto as Exhibits 1 and 2 respectively. The Purchase and Sale Agreement and Conservation Easement are also attached as Exhibits 3 and 4, respectively.

Background/History

C&D Ranch is located in southern Hardee and northern DeSoto counties and consists of approximately 623.66 acres being proposed for a conservation easement. The majority of the property (approximately 383.66 acres) lies within Hardee County, with the remaining approximately 240 acres lying in DeSoto County. The property has been utilized as a cattle ranch and for recreational purposes and has been owned by Christopher Burnett since 2024. This property has approximately 1.9 miles of frontage along the west side of the Peace River.

The property is within the District's Florida Forever Work Plan. This acquisition is consistent with the Florida Forever Act, Section 259.105, Florida Statutes, and the District's Florida Forever Work Plan.

Property Description

The proposed conservation easement area is comprised of approximately 623.66 acres which are mostly in a natural state. According to the National Wetlands Inventory Map, the property consists of approximately forty-eight percent (48%) wetlands and fifty-two percent (52%) uplands.

The Desoto County Property Appraiser has an aggregate land value for the 240 acres of $1,466,277 or $6,109.49 per acre. The Hardee County Property Appraiser has an aggregate land value for the 383.66 acres of $2,211,280 or $5,763.64 per acre.

The neighborhood is influenced by the Peace River and the large amount of unaltered natural land. Most land uses within this neighborhood are agriculturally related, including cattle ranches, farms, citrus groves, and to a lesser extent, ornamental nurseries with scattered rural residential and clustered housing.

The property is zoned A-1 by Hardee County and A-10 by DeSoto County. The Future Land Use classification of the property is primarily rural/agricultural in DeSoto County and agricultural in Hardee County. The property owner has historically used the property for cattle grazing and recreational purposes. The property is outside of the municipal service area and public water and sewer service are not available. Electric, well, and septic services are available.

Based on FEMA mapping, the appraisers reported that the property is located in Zone A, with no base flood elevations determined, Zone AE, with no base flood elevations or depths determined, Zone X500, areas of 1% annual chance flood with average depths less than 1 foot or with drainage areas of less than

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one square mile, and Zone X, moderate to low-risk area outside Special Flood Hazard Areas. This designation covers the majority of the higher elevated areas on portions of the property.

Areas of Responsibility
Thirty-six percent (36%) of C&D Ranch meets all four of the District's four Areas of Responsibility (AOR's), which are Water Supply, Water Quality, Natural Systems and Flood Protection, and an additional thirty-one percent (31%) meets at least three of the District's AOR's.

Connectivity
C&D Ranch is situated in the Peace River Valley which leads to Charlotte Harbor estuary. C&D Ranch protects 1.9 miles of river frontage on the Peace River. It also is adjacent, immediately north, of Rock Bend Ranch, a property being proposed to purchase in tandem.

Appraisals
In accordance with District Policy and Section 373.139, Florida Statutes, for property that is estimated to have a value greater than $1,000,000, two appraisals were obtained by the District. One appraisal was obtained from S.F. Holden, Inc. and the second appraisal from BBG Real Estate Services. The reports have a date of valuation of January 21, 2026. Both appraisals have been independently reviewed by Steven J. Albright, Jr., MAI, Albright & Associates of Ocala, Inc. The appraisals were determined to meet the necessary legal and 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 appraisers based on the physically possible, legally permissible, and financially feasible uses would be for continued agricultural and recreational use with future low density residential development potential.

Valuation
The appraisers applied the Sales Comparison Approach (Market Approach) to determine the value for this property. The appraisers relied on a total of four (4) recent fee simple sale transactions of comparable property in Okeechobee, DeSoto, and Hardee Counties occurring between January 2023 and August 2025. Appraisers also reviewed and used five (5) recent less-than-fee sale transactions in Hendry, Highlands, Manatee and Polk Counties occurring between October 2021 and November 2024. The comparable fee simple sales identified in the appraisals ranged in size from 486 gross acres to 2,278 gross acres and are comprised of a mix of both uplands and wetlands. The comparable less-than-fee sales identified in the appraisals ranged in size from 800.41 gross acres to 1,112.73 gross acres and are comprised of a mix of both uplands and wetlands.

The comparable sales were chosen to reflect the full range of value based on their physical characteristics and highest and best use. The appraisers developed a value by applying quantitative and qualitative adjustments to the comparable sales considering the differences in physical characteristics including wetlands, location, size, land use and zoning entitlements. The appraisers' value estimates are based on the current market for similar parcels and the subject's gross acreage. The following are the comparable fee simple sales from both the respective appraisal reports. The indications from the comparable sales are summarized as follows:

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COMPARABLE FEE SALES

Comparable Sales	Sale Date	County	Gross Acres	Gross Acre Value
Fee Sale #1	Aug. 2025	Okeechobee	2,278.00	$12,463
Fee Sale #2	June 2024	DeSoto/Hardee	1,280.30	$10,000
Fee Sale #3	July 2025	DeSoto	486.00	$10,000
Fee Sale #4	Jan. 2023	Hardee	681.00	$12,261

APPRAISAL FEE VALUE

Appraiser	Gross Acres	Fee Value	Value Per Gross Acre
SF Holden, Inc.	623.66	$6,237,000	$10,000
BBG Real Estate Services	623.66	$6,235,000	$9,997

Conservation Easement

The proposed conservation easement terms will limit the future development and protect the existing natural features. The appraisers researched the market activity involving governmental purchases of conservation easements and private sales of encumbered property. The appraisers relied on recent transactions of encumbered sales in Manatee, Polk, Highlands and Hendry counties. A total of five (5) comparable sales of encumbered property, occurring between October 2021 and November 2024, were utilized in the appraisal reports:

COMPARABLE ENCUMBERED SALES

Comparable Sales	Sale Date	County	Gross Acres	Gross Acre Value
LTF #1	Oct. 2023	Manatee	1,044.88	$3,828
LTF #2	Nov. 2024	Polk	1,112.73	$3,497
LTF #3	Jan. 2023	Highlands	1,069.20	$2,712
LTF #4	May 2023	Hendry	883.00	$2,681
LTF #5	Oct. 2021	Polk	800.41	$2,998

APPRAISAL ENCUMBERED VALUE

Appraiser	Gross Acres	Encumbered Value	Value Per Gross Acre
SF Holden, Inc.	623.66	$2,308,000	$3,701
BBG Real Estate Services	623.66	$2,185,000	$3,504

The appraisers considered the value of the interest to be acquired and the location of the property subject to its physical conditions and the zoning/land use designation at the time of valuation. The value of the conservation easement interest to be acquired is the difference between the value determined for the fee simple interest and the value as encumbered. The appraisers' conclusions based on the fee and encumbered interests are summarized as follows:

CE ACQUISITION SUMMARY

Appraiser	Gross Acres	CE Value	Value Per Gross Acre
SF Holden, Inc.	623.66	$3,929,000	$6,300
BBG Real Estate Services	623.66	$4,050,000	$6,494

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Analysis
The prices of the comparable transactions were influenced by their locations and other physical attributes including uplands. Between the two appraisals there are four different comparable fee simple and five conservation easement indications. The comparable fee sales utilized in the appraisals provided a range of indications from $10,000 to $12,463 per gross acre. The unadjusted average of the fee sales is $11,181 per gross acre.

The comparable conservation easement sales utilized in the appraisals provided a range of indications from $2,681 to $3,828 per gross acre. The unadjusted average of these sales is $3,143 per gross acre. Based on the unadjusted average of fee simple value the encumbered value indication is approximately twenty-eight percent (28%) of the fee value.

The appraisers' valuation of the property based on both its fee simple and as encumbered value occurred after review, comparison, and adjustment of the data. Based on the information it was determined that the rights to be acquired through the proposed easement would cost from $6,300 to $6,494 per gross acre. The average of these indications is $6,397 per gross acre. This indication reflects that the appraisers have estimated that a value of the rights to be acquired would be sixty-four percent (64%) of the fee value.

Negotiated Transaction

The following is a summary of the terms negotiated between the District and Mr. Burnett.

- The District will acquire a conservation easement over approximately 623.66 acres located in DeSoto County and Hardee County, Florida, for a cash price of $3,645,000 or $5,844.53 per acre, with the price subject to adjustment based on confirmation of acreage by an acceptable boundary survey.
- The Seller will be responsible for payment of all recording fees including documentary stamps and the Baseline Natural Resources Inventory (BNRI).
- The District will assume the expense of the title commitment, title insurance, survey, environmental site assessment, and appraisals.
- Closing is subject to acceptable title.
- Closing is subject to an acceptable environmental site assessment.

Strategic Plan
This item supports the District's Strategic Plan Land Management Core Business Processes.

Exhibits
Exhibit 1 – General Location Map
Exhibit 2 – Site Map
Exhibit 3 – Purchase and Sale Agreement
Exhibit 4 – Conservation Easement

Staff Recommendation:

- Accept the appraisals for the conservation easement;
- Approve the Purchase and Sale Agreement and authorize the Executive Director or designee to sign on the behalf of the District;
- Designate SWF Parcel No. 20-695-121C 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; and

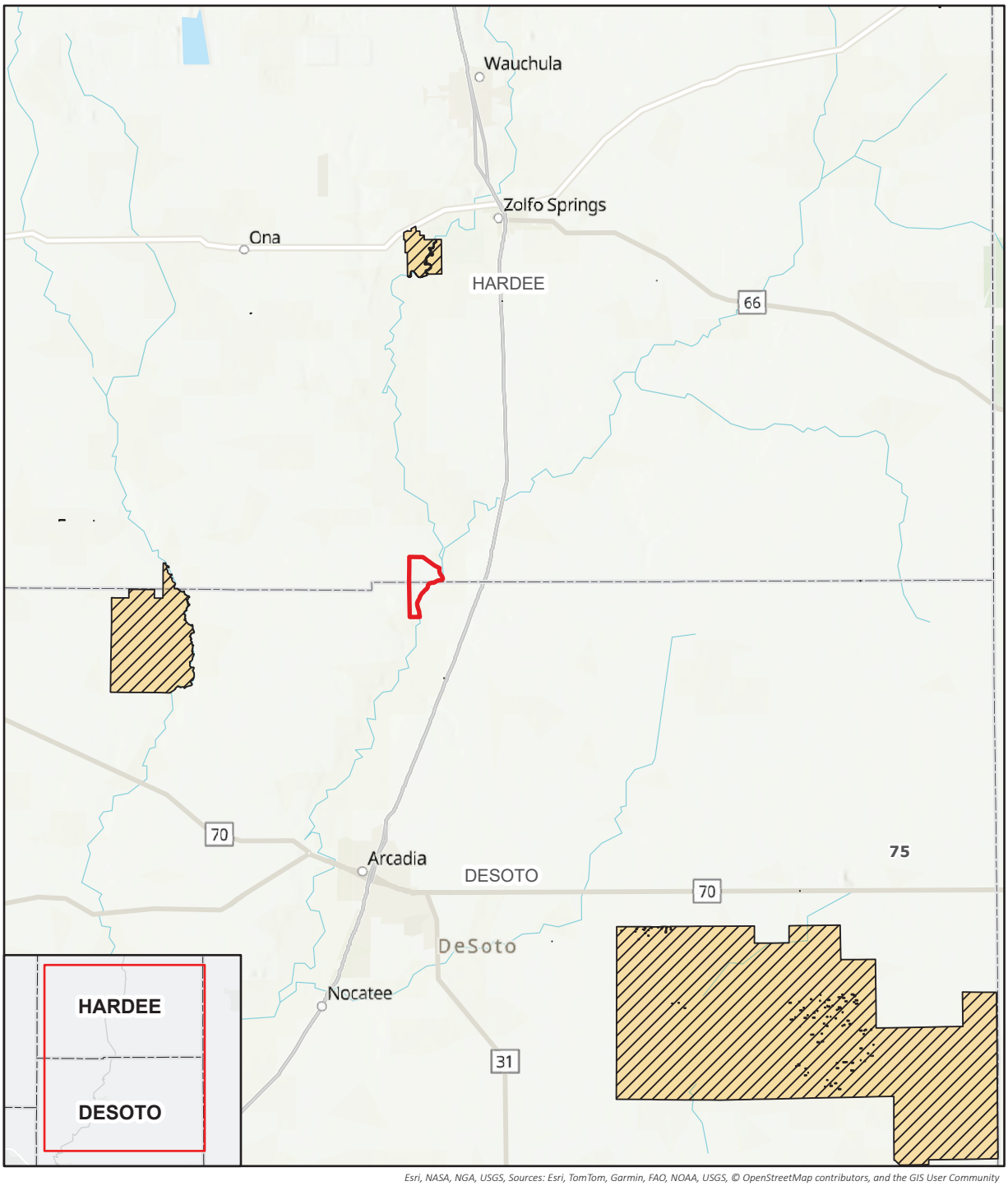
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- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.
- Approval to encumber and roll the funds for payment in the following year, in the event the closing does not occur before the end of the current fiscal year.

Presenter:
Ellen Morrison, Bureau Chief, Land Resources Bureau

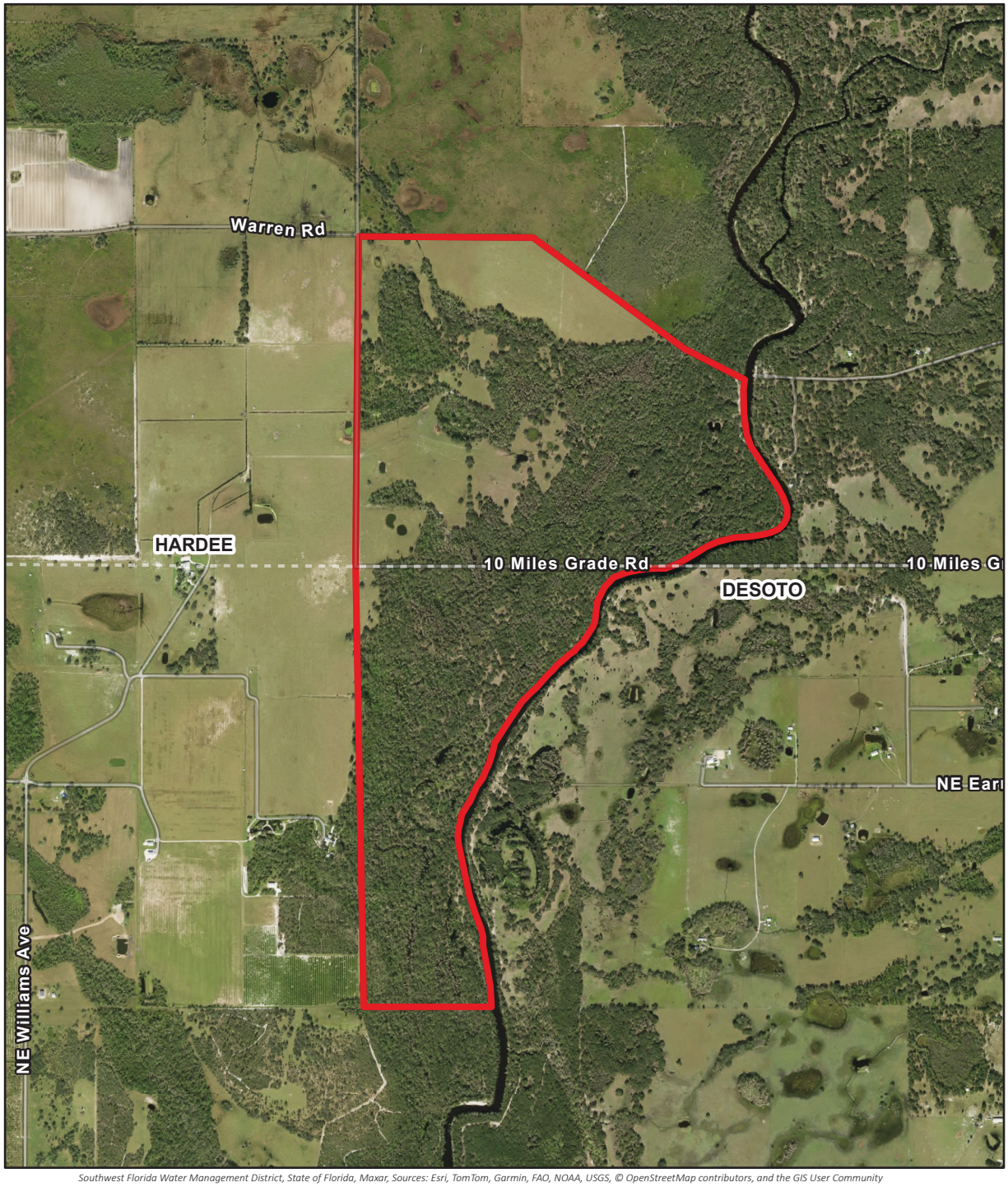
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C&D Ranch SWF 20-695-121C
Location Map
Exhibit 1



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C&D Ranch SWF 20-695-121C
Site Map
Exhibit 2



Southwest Florida Water Management District, State of Florida, Maxar, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

C&D Ranch (SWF #20-695-121C)

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Southwest Florida Water Management District

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SWF Parcel No. 20-695-121C
Approved by Attorney: CT

PURCHASE/SALE AGREEMENT

This Agreement, made and entered into by and between Christopher E. Burnett, whose mailing address is 8635 SW Riverside Drive, Arcadia, Florida 34266, 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 perpetual conservation easement interest in the Seller's property hereinafter described as part of an authorized project known as the Lower Peace River Corridor Project.

WHEREAS, the Seller agrees to sell to the District, and the District agrees to purchase from the Seller, a perpetual conservation easement in Seller's property hereinafter described.

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, a perpetual conservation easement over that certain real property situated in Hardee and DeSoto Counties, 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, a perpetual conservation easement on, under, over and across that certain real property situated in Hardee and DeSoto Counties, Florida, more specifically described in Exhibit A attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Protected Property", for the purposes as set forth herein, and pursuant to Section 704.06, Florida Statutes (F.S.). The perpetual rights contemplated to be conveyed by the Seller are more specifically described in Exhibit B attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Perpetual Conservation Easement"

2. **EFFECTIVE DATE.** If this Agreement is not executed by the Seller on or before October 6, 2026, 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.

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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 within 5 business days of the Governing Board meeting and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.

4. **PURCHASE PRICE.** The total purchase price for the Perpetual Conservation Easement interest described herein will be Five Thousand Eight Hundred Forty Four Dollars and 53/100 cents ($5,844.53) per acre, for approximately 623.66 acres of land, for a total purchase price of Three Million Six Hundred Forty Five Thousand Dollars and 00/100 cents ($3,645,000.00) payable in cash by the District to the Seller; provided, however, that the total purchase price will be increased or decreased by Five Thousand Eight Hundred Forty Four Dollars and 53/100 cents ($5,844.53) per acre for every acre of land more or less than six hundred twenty three point six-six (623.66) acres or any portion thereof as determined by the survey provided for in paragraph number 9 of this Agreement.

5. **TITLE.** The Seller will deliver to the District, at the closing, a Perpetual Conservation Easement on, under, over, and across the Protected Property, free and clear of all leases, liens, mortgages, outstanding mineral interests 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 Protected Property in the full amount of the purchase price of the Perpetual Conservation Easement over the Protected Property 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 on the Perpetual Conservation Easement, unqualified except as provided in paragraph 11 hereinafter, the District will notify the Seller in writing prior to the date set for the closing, specifying the defects which exist with respect to the title of the Protected Property, and the Seller will have ninety (90) days after receipt of such written notice within which to cure such defects in title to the reasonable satisfaction of the District, the District's attorney, or the District's title insurance company, If the Seller cures such title defects to the reasonable satisfaction of the District, the District’s attorney, or the District’s title insurance company this sale will be closed within ten (10) days after the Seller cures such defects and receipt of written notice thereof to the District or the District's attorney of said cure. In the event the Seller fails to cure such defects, or otherwise fails to cure such title defects of which written notice has been given by the District, within the time provided herein, the District may, at its election, either terminate this Agreement all rights and liabilities arising hereunder, or may close the sale in the same manner as if no such defect had been found.

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6. **ENVIRONMENTAL.**

A. The District will, at its sole expense, within sixty (60) days after approval of this Agreement by the District's Governing Board or not less than thirty (30) days before the closing, whichever occurs first, obtain a Phase I Environmental Site Assessment (ESA) on all the Protected Property in accordance with the requirements in Exhibit C, attached hereto and incorporated herein by reference. If the results of the Phase I ESA are unsatisfactory to the District, the District may terminate this Agreement by providing written notice of its termination of this Agreement to Seller within fifteen (15) days after its receipt of the Phase I ESA. If the Phase I ESA indicates that a Phase II ESA or other investigations should be conducted, the Buyer may elect at its sole expense, to conduct a Phase II ESA, and will provide written notice to Seller of its election to conduct a Phase II ESA within fifteen (15) days of receipt of the Phase I ESA. If the results of the Phase II ESA are unsatisfactory to the District, the District may, within fifteen (15) days of receipt of the Phase II ESA results, and at its sole discretion, either terminate this Agreement by providing written notice of such termination to the Seller or offer Seller the right to cure any resulting problems arising from the Phase II ESA results that the District deems necessary to cure. In the event that the District offers Seller the right to cure the resulting problems arising from the ESA Phase II results that the District deems necessary to cure, Seller will notify the District, in writing and within fifteen (15) days of receipt of the offer to cure from the District, of its intention to either cure those issues or decline to cure those issues. If the Seller elects to cure the issues set forth in the ESA Phase II that the District deems necessary to cure, Seller shall then have sixty (60) days from the notification to the District of its election to cure the problems arising from the Phase II ESA that the District deems necessary to cure or mutually agree to exclude any area of contamination from the sale and adjust the purchase price as provided in paragraph 4. If the Seller notifies the District as set forth above that it declines to cure the issues set forth in the ESA Phase II that the District deems necessary to cure, then the District may terminate this Agreement.

In order to accommodate the environmental consultant retained by the District to conduct the ESA activities, the Seller will provide reasonable access onto the Protected Property, including access to the interior of any structures located on the Protected Property. In the event the sale is not closed for any reason, the environmental site assessment costs incurred by District are the sole responsibility of District.

B. 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 Protected

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Property, the District may terminate this Agreement and all rights and liabilities arising hereunder or may elect to close the sale in the same manner as if no Contaminants had been found.

C. 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 Protected Property.

D. If after closing the District discovers that Contaminants were deposited, located, placed or released on the Protected Property prior to the closing and after the date of the ESA referenced in paragraph 6.A. above, the Seller will indemnify and hold the District harmless from and against, any and all losses, damages, fines, charges, claims, costs, penalties, assessments, expenses, fees, including consultants' fees, attorneys' fees, legal assistants' fees and costs, liabilities, including strict liability, or third party claims, collectively hereinafter the “Costs”, that are asserted, levied, assessed, entered into or charged to or against the District by any person, entity, agency, organization or body or against the Protected Property in connection with the release, discharge, presence of or cleaning up, removing, disposing or otherwise eliminating any Contaminants. The District may require the Seller, at the Seller's expense, to remove such Contaminants from the Protected Property and take any remedial or other action required by any local, state or federal agency.

E. In the event there is any trash or junk material on the Protected Property that diminishes the conservation value of the Protected Property as identified and described in the Baseline Natural Resource Inventory Report (BNRI Report) defined in Paragraph 6(F) hereafter, the Seller will be required to remove all such trash and junk material at its sole expense prior to the closing. The District will notify the Seller in writing of the existence of such trash and junk material on the Protected Property and will make a final inspection upon notification by the Seller that all trash and junk material has been removed from the Protected Property prior to closing. Trash or junk material for the purposes of this Agreement includes, but is not limited to, abandoned automobiles, abandoned appliances, abandoned above or below ground storage tanks, metallic wastes, residential rubbish, abandoned farm equipment, deteriorated fence materials, dilapidated mobile homes, sheds, machinery, construction material or any other materials unacceptable to the District.

F. The Seller, at its sole expense, within sixty (60) days after approval of this Agreement by the District's Governing Board or not less than thirty (30) days before the closing, whichever occurs first, will obtain a BNRI Report, pursuant to the requirements of, attached hereto and incorporated herein as Exhibit D. The BNRI Report will consist of reports, maps, photographs, and other documentation that the Parties agree provide collectively an accurate representation of the Protected Property at the time of this Agreement, as well as general locations for future agricultural operations and improvements and which is intended to serve as an objective information baseline for

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monitoring compliance with the Perpetual Conservation Easement being purchased by the District. The Seller may terminate this Agreement if, in Seller's sole discretion, it disputes the results of the BNRI completed pursuant to this paragraph. Seller must notify the District of its intent to terminate this Agreement within ten (10) days of its receipt of the BNRI

7. **CLOSING.** Subject to the curative period provided in paragraphs 5 and 9, the sale will be closed on or before April 6, 2027, 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 conservation value of the Protected Property as identified and described in the baseline documentation within the BNRI.

8. **CONSERVATION EASEMENT.** Upon payment of the purchase price as provided in Paragraph 4, the Seller will convey the rights to the Protected Property contemplated herein to the District or its assigns by Perpetual Conservation Easement for non-sovereign lands 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 Seller.

9. **SURVEY.** Prior to closing, the Protected Property will be surveyed at the expense of the Seller in accordance with the Requirements for Boundary Surveys, attached hereto and incorporated herein as Exhibit E. If the survey shows any encroachments on the Protected Property or that any improvements located on the Protected Property encroach on other lands, written notice thereof will be given to the Seller, and the Seller will have the same time to remove such encroachments as allowed under this Agreement for the curing of defects in title. If the Seller does not remove or cure said encroachments within said time, the District, at its sole 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 as provided in paragraph 4. The Seller may terminate this Agreement if the survey conducted pursuant to this paragraph identifies any of the Protected Property as sovereign submerged lands. The Seller must notify the District of its intent to terminate this Agreement no later than ten (10) days prior to closing. The District will reimburse the Seller the cost of obtaining the Survey at closing. In the event the sale is not closed for any reason, the Survey costs incurred by the Seller are the sole responsibility of the Seller.

10. **WELLS.** As a condition of closing, the Seller will disclose the location of all wells on the Protected Property, whether permitted or not. The purpose of this disclosure is to document well locations on the boundary survey of the Protected Property and to allow inspections by the environmental consultant performing the Phase 1 ESA and the District's well program staff. The Seller, at its sole expense, agrees to bring all wells

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located on the Protected Property into compliance with Chapter 40D-3, Florida Administrative Code (F.A.C.), and in accordance with the District's established program for capping and plugging abandoned wells, before closing. This requirement includes all wells that do not meet current well construction standards.

11. **RISK OF LOSS** Seller will exercise diligent and reasonable care in protecting the Property from theft and vandalism, and all buildings, fences, gates, sheds and other similar improvements on the Property will be preserved in the condition accepted by District at the time of execution of this Agreement and delivered to District in such condition at the closing. If the Protected Property is damaged by fire or other casualty before the closing and can be restored by the Seller to substantially the same condition as at the time of the Seller's execution of this Agreement before the closing, the closing will occur as provided herein. If such restoration cannot be completed before the closing, this Agreement, at the option of the District, may be declared null and void and all rights and liabilities hereunder will terminate; provided, however, that the District may elect to purchase the Protected Property even though it is not restored, if the Seller adjusts the purchase price to reflect any reduction in market value.

12. **ENCROACHMENTS AND ENCUMBRANCES.** After the Seller's execution of this Agreement until the Seller delivers the Perpetual Conservation Easement on the Protected 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 Protected 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: a) between the date of the Seller's execution of this Agreement and the closing neither the Seller nor anyone under the Seller's control or direction have taken any action to encumber the Protected Property or otherwise adversely affect the status of the title thereto; b) between the date of the Seller's execution of this Agreement and the closing neither the Seller nor anyone under the Seller's control or direction have taken any action to diminish the conservation value of the Protected Property as identified and described in the BNRI; and c) stating either that there have been no improvements made to the Protected Property during the ninety (90) days immediately preceding the date of closing, or, if there have been any such improvements, that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full. 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. The Seller agrees to indemnify and hold the District harmless for all fees and costs incurred including, but not limited to, any attorney's fees incurred by the District as a result of any misrepresentations, omissions, or errors in the Seller's Affidavits.

13. **FEES/COMMISSIONS.** The District is not now, nor will it be liable to the Seller or to the Seller's agents or representatives for any commissions, costs, or fees arising

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from or for the sale of the Perpetual Conservation Easement over the Protected Property to the District, and the Seller will defend, indemnify and hold harmless the District, its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries, and suits therefore arising from or out of this Agreement.

14. **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.

15. **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.

16. **DISBURSEMENT.** It is understood and agreed to by the Parties that the funds for the purchase price may not be disbursed to the Seller at the closing but may be held in escrow by the District's closing agent pending recording of the Perpetual Conservation Easement and recertification of title by the District's title insurance company showing no intervening encumbrances before the recording of the Perpetual Conservation Easement.

17. **DEFAULT.** If either the District or the Seller fails to perform in accordance with the terms of this Agreement, either party, at its option, may bring suit for specific performance of this Agreement or for damages. In the event of such suit, the prevailing party will be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal. This provision does not constitute a waiver of the District's sovereign immunity under Section 768.28, F.S., or extend the District’s liability beyond the limits established in Section 768.28, F.S.

18. **OTHER AGREEMENTS.** No Agreement or understanding, verbal or in writing, unless incorporated herein, will be binding upon the Parties.

19. **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.

20. **SURVIVAL OF CONTRACT TERMS.** The terms and conditions of this Agreement will survive the closing of the sale of the Perpetual Conservation Easement over the Protected Property.

21. **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

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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.

22. **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.

23. INGRESS/EGRESS. The Seller warrants and represents that they will provide ingress and egress to the Protected Property for the District to conduct inspections or for any other reason as deemed necessary by the District.

24. 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.

25. WARRANTIES. The Seller warrants that there are no facts known to the Seller materially affecting the value of the Protected Property which are not readily observable by the District or which have not been disclosed to the District.

26. 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.

27. 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 effected only through a written modification to this Agreement.

28. 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.

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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(s):

By:_____

Print Name: _____

Date:_____

By:_____

Print Name: _____

Date:_____

Buyer:

Southwest Florida Water Management District,
A Public Corporation

By:_____
Brian J. Armstrong, Executive Director

Date:_____

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EXHIBIT A – LEGAL DESCRIPTION

(TO BE DETERMINED)

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CERTIFICATION OF GOVERNING BOARD ACTION

This is to certify that on the _____ day of _____ 2026, the Governing Board of the Southwest Florida Water Management District approved the foregoing Agreement.

By: _____
Brian J. Armstrong, Executive Director

(Seal)

This instrument prepared by:
Office of General Counsel
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
Version July 2020

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Exhibit 4

Prepared by return to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Attn. Land Resources Bureau

CONSERVATION EASEMENT

This Easement, made and entered into this _____day of _____, 2026, by and between Christopher E. Burnett whose address is 8635 SW Riverside Drive, Arcadia, Florida 34266, hereinafter referred to as "Grantor", and the Southwest Florida Water Management District, a public corporation, existing under Chapter 373, Florida Statutes, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 "Grantee", collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in DeSoto and Hardee County, Florida, more particularly described in Exhibit "A" attached hereto hereinafter referred to as the "Protected Property"; and

WHEREAS, Grantor and Grantee mutually recognize the conservation value of the natural, scenic, open, and special character of the Protected Property and have the common purpose of conserving that certain natural, scenic, open and special character of the Protected Property hereinafter, collectively, the "Conservation Values" by conveyance to Grantee of a perpetual conservation easement on, under, over, and across the Protected Property, which shall act to conserve and protect the Conservation Values of the Protected Property. It further being the intent of the Parties to prohibit certain further development activity on the Protected Property; and

WHEREAS, Grantee is a public entity authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

NOW THEREFORE, to achieve these purposes, and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the Laws of Florida, and in particular §704.06, Florida Statutes (F.S.), but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth "Easement".

ARTICLE I. DURATION OF EASEMENT

This Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, and its personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

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ARTICLE II. PURPOSE OF EASEMENT

A. It is the purpose of this Easement to protect and preserve, in perpetuity, the natural, scenic and special character, ecological and hydrological integrity, and habitat for indigenous plant and animal life on the Protected Property, and to preserve portions of the Protected Property, more specifically described in Exhibit A, attached hereto and incorporated herein by reference, as productive, ranch and agricultural land and forest land that sustains for the long term both the economic and Conservation Values of the protected property and its environs by limiting development, except as provided herein, on the Protected Property, through management guided by the following principles:

- Protection of scenic and other distinctive rural character of the landscape.
- Maintenance and enhancement of wildlife and game habitat.
- Protection of unique and fragile natural areas and rare species habitats.
- Maintenance of the value of adjoining public land by avoiding land fragmentation and incompatible development.
- Maintenance of cattle ranching and other allowable agricultural and recreational activities that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Protected Property.

The above purposes are hereinafter sometimes referred to as the "Conservation Purposes".

B. The specific Conservation Values for the Protected Property are documented in the ("BNRI") for this Easement in DeSoto and Hardee County, Florida, dated _____, which consists of reports, maps, photographs, and other documentation that the Parties agree, and hereby acknowledge, provide, collectively, an accurate representation of the Protected Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The BNRI is maintained in the offices of the Grantee and is incorporated into and made a part of this Easement. A copy of the BNRI is available from the Grantee on request.

Grantor intends that this Easement will confine the use of the Protected Property to such activities as are consistent with the Conservation Purposes of this Easement and the Conservation Values as documented in the BNRI.

ARTICLE III. RIGHTS GRANTED TO THE GRANTEE

To accomplish the Conservation Purposes of this Easement the following rights are conveyed to Grantee by this Easement.

A. The right to preserve, protect, and enforce in perpetuity the Conservation Values and Conservation Purposes of the Protected Property as set forth in Article II of this Easement.

B. All future residential, commercial, industrial, and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property except as may be specifically reserved to Grantor in this Easement are hereby terminated and extinguished. The Protected Property nor any portion thereof may be used for purposes of determining density, lot coverage, or open space requirements under applicable laws, rules,

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regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands. No development rights or density credits may be transferred onto the Protected Property from any other property.

C. The right to enter upon, over and across the Protected Property, not including building interiors, to inspect it for the purpose of ensuring compliance with the terms and conditions of this Easement, in accordance with Paragraph VI(D).

D. The right to prevent any activity on or use of the Protected Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore to the condition immediately prior to such use or activity, such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, at Grantor's sole expense.

ARTICLE IV. PROHIBITED USES

The Protected Property shall be maintained to preserve the Conservation Purposes and Conservation Values of this Easement. Without limiting the generality of the foregoing Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted, except as may be provided elsewhere herein.

A. Except as otherwise specifically authorized herein, there shall be no dumping or placing of contaminated soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials or toxic substances, pollutants or contaminants, including, but not limited to, those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991, or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, 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 Protected Property. However, this provision shall not be construed to prevent the deposit of household, agricultural, or animal wastes generated on the Protected Property, provided such deposits are biodegradable.

B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, lime rock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of activities permitted by this Easement.

C. Subdivision of the title to the Protected Property is prohibited.

D. Activities caused by Grantor that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Protected Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Protected Property that

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would be detrimental to water quality or which could alter natural water level or flow in or over the Protected Property, unless otherwise specifically provided for in this Easement.

E. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Protected Property having historical or archaeological significance as those portions of the Protected Property are identified in the BNRI. Grantor shall notify the Florida Department of Historical Resources or its successor ("FDHR") if historical, archaeological or cultural sites are discovered on the Protected Property, and any site deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of the creation of this Easement. Grantor will follow the Best Management Practices (BMPs) of the Division of Historical Resources, as amended from time to time.

F. There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to cypress trees and any trees or vegetation in wetlands, except as otherwise specifically provided in this Easement. Provided, however, that in connection with any future agricultural operations by Grantor in areas currently improved for agricultural activities established by the BNRI, Grantor may mow, herbicide cut, chop, burn, remove and otherwise maintain vegetation as long as Grantor performs such tasks in accordance with BMPs.

G. There shall be no planting of invasive exotic or nuisance, aquatic and terrestrial species. Grantor shall make reasonable efforts to manage the occurrence of invasive exotic or nuisance, aquatic and terrestrial species to the extent practicable and economically feasible. Subject to the above, Grantor shall, at a minimum, conduct sufficient management and control to maintain invasive exotic or nuisance, aquatic and terrestrial species at the same or a lower percentage of cover as that identified in the BNRI. Such management and control shall apply to the following species: Brazilian Pepper, Melaleuca, Japanese and Old World climbing fern, Skunk Vine, Tropical Soda Apple, Cogon Grass, Torpedo Grass, Australian Pine, Water Hyacinth, Hydrilla, Air Potato, Chinese Tallow, Water Lettuce, Kudzu and any other invasive exotic or nuisance species identified by Grantee during any inspections conducted to determine compliance with the terms and conditions of this Easement. To limit the introduction of invasive species, any new livestock that may be brought to the Protected Property subsequent to the effective date of this Easement by the Grantor will be quarantined for seven (7) days and determined to be free of exotic seed prior to release on the Protected Property. If any condition arises that prevents Grantor from complying with the requirements of this provision, the Grantor may request Grantee's assistance. For purposes of this Easement, pasture grasses shall not be considered invasive exotic, or nuisance species, however Grantor shall be responsible for ensuring that pasture grasses do not encroach on lands identified as natural lands in the BNRI. Furthermore, Grantor hereby grants to Grantee the right, after consultation with Grantor, at Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics or non-native plants on the Protected Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this Paragraph IV(G) or as an obligation of the Grantee.

H. Agricultural chemicals that may be used by Grantor, including fertilizers, pesticides and herbicides, shall only be applied in such amounts and with such frequency of application that constitute the minimum necessary to perform noxious weed control, habitat enhancement and restoration, timber management and agricultural and residential activities permitted under this Easement, and provided that such chemicals shall be applied by non-aerial means except when used in agricultural operations on the Protected Property. The use of such chemicals shall be in

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compliance with the manufacturer's label instructions, BMPs and all applicable Local, State and Federal laws, rules, and regulations, and conducted in such a manner as to minimize adverse environmental effects on the Protected Property. Grantor is prohibited from using biological weed and insect control agents without obtaining prior written approval from Grantee, such approval shall not be unreasonably withheld.

I. Commercial or industrial activity, and ingress, egress or other passage across or upon the Protected Property in conjunction with any commercial or industrial activity including, dairy, swine and poultry operations and confined animal feed lot operations, other than activities associated with the Grantor's Reserved Rights.

J. New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on, or above the ground of the Protected Property except as may be incidental to Grantor's maintenance and normal operation of the Protected Property including, without limitation, bridges, or culverts, fences, power lines, etc., or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of paragraphs IV(J) and (L) the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes of this Easement.

K. The construction or creation of new roads or jeep trails is prohibited except where nature has rendered an existing trail unusable and new or replacement roads and trails are necessary to serve Grantor's retained use rights and with the prior approval of Grantee, such approval shall not be unreasonably withheld.

L. There shall be no operation of motorized vehicles except on established trails and roads, as indicated in the BNRI, unless necessary: (i) to protect or enhance the Conservation Values of this Easement; (ii) for emergency purposes, or security purposes; (iii) for cattle ranching or other allowed agricultural purposes; (iv) to retrieve game that has been hunted legally; (v) ecological tours; (vi) control and treatment of invasive species; and (vii) inspections conducted by the Grantee or Grantee's agents or employees, to determine compliance with terms of this Easement.

M. Except as provided in Article V below: (i) areas identified for agricultural activities as established by the BNRI may be used for those activities and shall not be converted to more intense agricultural use; and (ii) Grantor shall not use the Protected Property for dairy, swine, poultry, confined animal feedlot operations, row crops, or citrus production activities. Lands that are identified as wetlands in the BNRI shall remain wetlands and lands identified as natural lands in the BNRI shall remain natural lands.

N. Grantor shall take no actions or activities that may reasonably be expected to adversely affect threatened and endangered species. Grantor shall take no action that will harm, as defined in the Endangered Species Act, 16 U.S.C. 1531 et. seq. and implementing regulations of the U.S. Fish and Wildlife Service, a threatened or endangered species identified on the then current list for threatened and endangered species adopted by the U.S. Fish and Wildlife Service at 50 C.F.R. 17.11, and 17.12; Rules 68A-27.003, 68A-27.004, adopted by the Florida Fish and Wildlife Conservation Commission; and Rule 5B-40.0055, adopted by the Florida Department of Agriculture and Consumer Services. A current list for such threatened or endangered species is and provided in the BNRI.

O. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property, except that Grantee may erect and maintain signs

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designating the Protected Property as land under the protection of Grantee or designating the ranch name.

P. There shall be no commercial water wells on the Protected Property. Provided, however, Grantor may construct wells, incident to allowed uses on the Protected Property and subject to legally required permits and regulations.

Q. Grantor shall not use nor allow others to use any portion of the Protected Property as a commercial or public shooting range or target area.

ARTICLE V. GRANTOR'S RESERVED RIGHTS

Grantor reserves to itself and its successors, guests, or invitees, and assigns, the following specified rights ("Reserved Rights"), which are deemed to be consistent with the Conservation Purposes of this Easement. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state, and federal law, as amended from time to time, as well as in accordance with the Conservation Purposes of this Easement.

A. The right to observe, maintain, and photograph, wildlife on the Protected Property; to plant millet, grass or similar crops in existing pasture areas; to use the Protected Property for non-commercial hiking, camping, charitable, educational or conservation events, ecological tours, horseback riding and other equestrian activities and related uses, canoeing or kayaking so long so long as such activities do not violate any of the prohibitions applicable to the Protected Property or Grantee's rights, as stated above, and are consistent with the Conservation Purposes of this Easement.

B. Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Protected Property and Grantor may lease such rights with prior notice to the Grantee, but such lease shall not require the consent or approval of the Grantee. Any lease of these rights shall be contingent upon Grantor providing Grantee with a wildlife management plan, within sixty (60) days of execution of the lease agreement, consistent with the rules and guidelines of the Florida Fish and Wildlife Conservation Commission or successor agency or organization of the state.

C. The right to conduct controlled or prescribed burning and mechanical brush control on the Protected Property in accordance with applicable BMPs.

D. The right to mortgage the Protected Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.

E. The right to contest tax appraisals, assessments, taxes, and other charges on the Protected Property.

F. The right to the exclusive use of the property (subject to Grantee's inspection rights) and improvements depicted in the BNRI, as otherwise allowed in this Easement.

G. The right to engage in agricultural operations on the Protected Property, identified in the BNRI, provided such activities are conducted in accordance with applicable BMPs.

(a) Cattle ranching activities based on the most current BMPs and the number of acres of existing improved pasture and natural lands utilized for native range. The

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number of animal units that are appropriate for the Protected Property has been determined by the United States Department of Agriculture Natural Resources Conservation Service (NRCS) to be ___ animal units as described in the Prescribed Grazing Plan for the property. The documentation of the NRCS determination shall be maintained at the Grantee's headquarters offices. The carrying capacity in animal units may be changed only by written agreement executed by Grantor and Grantee after consultation with NRCS to reflect changes in BMPs and when necessary to reflect substantive changes to the number of acres of pasture and natural lands. In the event any of the areas of improved pasture utilized for agricultural activities are restored to their pre-conversion, natural condition as part of an approved mitigation or restoration project, they shall thereafter remain in their natural condition.

(b) Forestry operations (silviculture), logging and associated activities consistent with sustainable silviculture practices in accordance with the most current BMPs. Alternatively, participation in the Florida Forest Stewardship Program administered by the Florida Department of Agriculture and Consumer Services, Division of Forestry, or a similar program approved by Florida Department of Environmental Protection that considers sustainable forestry, shall also satisfy the required standards for such activities. Harvesting and replanting of pine trees, subject to applicable BMPs, is permitted in upland areas identified as Improved Pasture in the Baseline Documentation, provided however, Grantor shall not clear cut all the trees planted on the Protected Property at any one time.

(c) Any existing ponds as indicated in the BNRI may be maintained for fishing and agricultural purposes in accordance with all applicable Local, State and Federal laws, rules, and regulations, and applicable BMPs.

(d) The right to plant and maintain citrus and to perform activities related to citrus farming operations subject to applicable BMP's, limited however to that portion of the protected Property identified in the BNRI as improved pasture and presently supporting cattle operations.

H. The exact location of the any existing Residence areas shall be shown on the survey of the Easement. Linear utilities and access roads necessary to service the existing residences together with their associated improvements may extend beyond the Residence area, subject to Grantee's approval.

The right within the property, described in Exhibit "A", to have one five acre "Residence" area, for the construction of one Residence and Associated Improvements. The aggregate size of the Residence and Associated Improvements shall not exceed a total of 10,000 square feet each of impervious surface area including a single driveway for access, not to exceed 10 feet in width.

Grantor shall submit the final design and construction plans to the Grantee for review to determine compliance with the terms of this Easement prior to submittal of any local application for construction or building permits. Grantee shall have fifteen (15) business days within which to provide Grantor with any comments.

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(a) “Residence” means a residential dwelling structure containing at a minimum permanently installed cooking, or indoor or outdoor sanitary facilities. A residence may include attached or detached household guest and employee quarters and a home occupation or professional office of the occupant and may have Associated Improvements as hereinafter defined.

(b) “Associated Improvements” means such other buildings, structures, living quarters, recreational facilities, and improvements as are customarily appurtenant to comparable residential dwellings in the vicinity of the Protected Property, including but not limited to garages, barns, stables, paddocks, run-in sheds, storage sheds, swimming pools, tennis courts, guest quarters, energy generation or transmission facilities and utilities including electric, solar, water, and septic systems, leach fields, telecommunication receiving and transmittal devices, docks, gazebos, bird homes and nesting areas, water pipelines, and other buildings and facilities for all residential, agricultural, and forestry uses.

I. The right to construct, maintain and repair barns, signs, roads, fences, ponds and drainage ditches, or other structures or buildings, including any movement of soil on the Protected Property necessary to complete permitted improvements, including Grantor’s retained rights within the Residence Area , and all utilities required to support such improvements necessary for agricultural activities not prohibited by this Easement, in accordance with all applicable Local, State and Federal laws, rules, and regulations, and applicable BMPs.

J. The right to hold temporary or seasonal outdoor activities or events (Activities) that do not permanently alter the physical appearance of the Protected Property and that do not impair the Conservation Values of the Protected Property and the Conservation Purposes of this Easement.

K. The right to take action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Protected Property, in accordance with all applicable Local, State, and Federal laws, rules, and regulations, and applicable BMPs and are consistent with the Conservation Values of the Protected Property and the Conservation Purposes of this Easement.

L. The right to take emergency action to preserve and protect Grantor’s rights herein in response to natural disasters, environmental hazards, or threats to human safety.

M. The right to bring any legal action permitted under Florida law in a court of competent jurisdiction, if Grantor believes that Grantee has unreasonably withheld approvals or interferes with or unreasonably denies any of Grantor’s reserved rights.

N. The right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted on the Protected Property under this Easement subject to Grantee’s approval which shall not be unreasonably withheld. Activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Protected Property include, but are not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration and biodiversity mitigation provided that the land will continue to be used for its authorized purpose, the mitigation proposal will provide environmental benefits over and above the terms of this Easement, and does not result in the extinguishment of this Easement or any of its terms, however, mitigation banking established pursuant to sections 373.4135 shall be prohibited.

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ARTICLE VI. MISCELLANEOUS TERMS

A. **Recordation.** Grantor shall record this Easement and any amendments thereto in a timely fashion in the Official Records of DeSoto and Hardee County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Easement in the public records.

B. **Ad Valorem Taxes**. Grantor agrees to make timely payment of all ad valorem taxes on the Protected Property. In each tax year, Grantor shall provide Grantee written proof of payment of taxes on the Protected Property on or before the date such taxes would be considered delinquent.

C. **Indemnification**. Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorney fees and costs, and attorney's fees and costs on appeal, caused or incurred, in whole or in part as a result of any action or activity of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Protected Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Protected Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or extend Grantee's liability beyond the limits established in Section 768.28, F.S., or constitute consent to be sued by third parties.

D. **Monitoring**. Inspections by the Grantee shall occur annually and may occur as often as reasonably necessary to monitor Grantor's exercising of its reserved rights and enforce the terms and conditions of this Easement. Grantor shall assist Grantee in the monitoring and enforcement of the terms and conditions of this Easement. The Grantee and its agents, employees, contractors, assigns, and other authorized persons may enter upon, over and across the Protected Property, to inspect it, not including building interiors, for the purpose of ensuring compliance with the terms and conditions of this Easement, so long as such entry does not interfere with the rights and uses of the Protected Property retained by the Grantor and provided that Grantee notify Grantor at least seven (7) days before said inspection except in the case of an emergency or if Grantee has reason to believe there has been a violation, in which notice must be given no less than twenty-four (24) hours before said inspection. The Grantee shall provide Grantor with a written list of employees and other authorized entities assigned to monitor and enforce the terms and conditions of this Easement in accordance with this Paragraph VI(D). The Grantee and its agents, employees, contractors, assigns and other authorized persons shall ensure all gates are secured and Grantee shall repair any damage to the property caused by Grantee and its agents, employees, contractors, assigns and other authorized persons.

E. **Public Access**. No right of access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

F. **Notice of Violation**. In the event any of the terms and conditions of this Easement are violated, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for DeSoto and Hardee County, Florida as applicable. As a condition precedent for filing of any lawsuit, the Parties shall perform the mediation process immediately stated below.

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G. **Mediation**. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Easement promptly by confidential mediation before resorting to litigation.

H. **Notices**. Any notice, demand or request which may be or is required or to be given under this Easement shall be delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested, and shall be addressed to Grantor or to Grantee at the addresses first set forth above.

I. **Approvals**. When Grantor's or Grantee's approval is required, a request for such approval shall be made in writing and shall include information identifying the proposed site or activity with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the approval is required. In the case of withholding of approval, Grantor or Grantee shall notify the requesting party in writing with reasonable specificity, the reasons for withholding approval, and the conditions, if any, on which approval might otherwise be given. Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them either separately or jointly.

J. **Forbearance Not a Waiver**. Any forbearance by Grantee to exercise its rights under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

K. **Severability; Liberal Construction**. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement and consistent with the perpetual protection of the Conservation Values of the Protected Property shall be favored over any interpretation that would be inconsistent therewith. This Easement shall be construed and interpreted with the intention of conforming to the requirements of Section 704.06, F.S.

L. **Entire Agreement**. This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be changed, altered, or modified. In the event any terms or provisions of this Easement are determined by competent judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or shall be construed or deleted as such authority determines, and the remainder of this Easement shall be construed as being in full force and effect.

M. **Force Majeure**. Nothing contained in this Easement shall be construed to entitle Grantee to bring any actions against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, trespass, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

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N. **Assignment Limitations**. Grantee shall not assign its interest in this Easement except to the State of Florida, the successor in interest to the Grantee or a political subdivision of the State of Florida, without first obtaining the prior written consent of the Grantor, which may be withheld by Grantor in its sole discretion. Any assignment without such consent shall be void and have no effect. If Grantee shall cease to exist or cease to be authorized to hold conservation easements under Florida law, then Grantee's rights and obligations under this Easement shall immediately become vested in the State of Florida.

O. Successors; Benefits and Burdens. The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the Parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Protected Property.

P. **Condemnation**. If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full fair market value of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking, without regard to any diminution in value attributable to the Easement. Prior to the payment of any expenses reasonably incurred by the Parties to this Easement in connection with such taking, Grantee shall be entitled to its proportionate share from the recovered proceeds. The respective rights of Grantor and Grantee set forth in this Paragraph VI(P) shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Easement as of the effective date of this grant.

Q. **Representation of Authority**. Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

R. **Effective Date**. This Easement and the restrictions arising hereunder shall be effective after all signatures required by law have been affixed hereto and the Easement has been recorded in the official records of DeSoto and Hardee County, Florida.

S. **Definitions**. For the purpose of this Easement, the following definitions shall apply:

1. “Improved Pasture” shall be considered grazing lands of introduced species or domesticated native forage species that receive periodic renovation and cultural treatments such as tillage, fertilization, mowing, or weed control and for the purposes of this Easement, identified in the BNRI as improved pasture.

2. “Native Range” shall be considered natural lands on which the existing vegetation, whether growing naturally or through management, is suitable for grazing and browsing of domestic livestock at least part of the year. Native range includes any natural grasslands, savannas, shrub-lands, woodlands and wetlands which support a vegetative cover of native grasses, grass-like plants, forbs, shrubs or other natural species and for the purposes of this Easement, as identified in the BNRI as native range.

3. “Best Management Practices” (“BMPs”) as referenced throughout this document are considered to include those generally accepted practices currently approved (subject to

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future change) by Florida Department of Agriculture and Consumer Services (“FDACS”) in conjunction with any or all of the following:

U.S. Department of Agriculture Natural Resources Conservation Service (“NRCS”)
United States Fish and Wildlife Service (“USFWS”)
Florida Fish and Wildlife Conservation Commission (“FWC”)
Florida Forest Stewardship Program
Florida Division of Historical Resources (“FDHR”)
University of Florida Institute of Food and Agricultural Sciences (“IFAS”)
Florida Cattleman's Association

4. “Commercial or industrial activity” shall be defined as any use or activity which is not permitted within this Easement for which a financial benefit is sought or for which money is charged, whether or not the activity or use is profitable. Prohibited activities include but are not limited to dairy, swine, poultry, confined animal feedlot operations, row crops, or citrus production activities. Permitted activities include events related to charitable, educational or conservation events or groups, ranching, ecological tours, hunting and fishing rights reserved to Grantor herein, and other activities whose purpose is management of wildlife on the Protected Property.

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IN WITNESS WHEREOF Grantor has caused this Easement to be executed the day and year first above written.

GRANTOR:

Witnesses:

_____
Signature of witness

By: _____
Print Name: _____

_____
Printed name of witness

By: _____
Print Name: _____

_____
Signature of witness

_____
Printed name of witness

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 _____. Who is _____ personally known to me, or produced _____ as identification.

(Notary Seal)

_____
Notary Public

Print Name: _____

Commission No: _____

My Commission Expiries: _____

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IN WITNESS WHEREOF Grantor has caused this Easement to be executed the day and year first above written.

GRANTOR:

Witnesses:

By: _____

_____
Signature of witness

Print Name:_____

_____
Printed name of witness

_____
Signature of witness

_____
Printed name of witness

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 _____. Who is _____ personally known to me, or produced _____ as identification.

_____
(Notary Seal)

Notary Public

Print Name: _____

Commission No: _____

My Commission Expiries: _____

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GRANTEE:

Southwest Florida Water Management District, a public corporation

By: _____
Paul Jack Bispham, Chair

(Corporate Seal)

ATTEST:

By: _____
John E. Hall, Secretary

ACKNOWLEDGMENT

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 Paul Jack Bispham, Chair of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District, who is personally known to me.

_____
Notary Public

(Notary Seal)

Print Name: _____

Commission No: _____

My Commission Expires: _____

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ACKNOWLEDGMENT

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 John E. Hall, Secretary of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District, who is personally known to me.

(Notary Seal)

_____
Notary Public

Print Name: _____

Commission No: _____

My Commission Expires: _____

Approved as to Form and Legality

By:_____
Office of General Counsel

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OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

September 22, 2026

Discussion: Action Item: Purchase and Sale Agreement – Rock Bend Ranch/Lower Peace River Corridor Project, SWF Parcel No. 20-695-117C (DeSoto County)

Purpose

The purpose of this item is to request Governing Board approval of a purchase of a conservation easement over approximately 646.80-acres within the Lower Peace River Corridor Project, SWF Parcel No. 20-695-117C (Rock Bend Ranch). A general location and site map are attached hereto as Exhibits 1 and 2 respectively. The Purchase and Sale Agreement and Conservation Easement are also attached as Exhibits 3 and 4, respectively.

Background/History

Rock Bend Ranch is located in DeSoto County and consists of approximately 751.33 acres of which 646.80 acres are proposed for a conservation easement. The property has been utilized for agricultural and recreational uses and has been owned by Rock Bend Ranch, LLC since 2019. This property has approximately 2.20 miles of frontage along the west side of the Peace River.

The property is within the District's Florida Forever Work Plan. This acquisition is consistent with the Florida Forever Act, Section 259.105, Florida Statutes, and the District's Florida Forever Work Plan.

Property Description

The proposed conservation easement area is comprised of approximately 646.80 acres which are mostly in a natural state. According to the National Wetlands Inventory Map, the property consists of approximately sixty percent (60%) wetlands and forty percent (40%) uplands.

The DeSoto County Property Appraiser has an aggregate land value of $3,458,684 for 751.33 acres or $4,603 per acre. The subject conservation easement is approximately 646.80 acres which would estimate the aggregate value at $2,977,489.

The neighborhood is influenced by the Peace River and the large amount of unaltered natural land. Most land uses within this neighborhood are agriculturally related, including cattle ranches, farms, citrus groves, and to a lesser extent, ornamental nurseries with scattered rural residential and clustered housing.

The property is zoned A-10, Agriculture 10 by DeSoto County. The Future Land Use classification of the property is primarily rural/agricultural in DeSoto County permitting residential densities up to 1 dwelling unit per ten (10) acres. The property owner has historically used the property for agricultural and recreational purposes. The property is outside of the municipal service area and public water and sewer service are not available. Electric, well, and septic services are available.

Based on FEMA mapping, the appraisers reported that the property is located in Zone A, with no base flood elevations determined, Zone AE, with no base flood elevations or depths determined, Zone X500, areas of 1% annual chance flood with average depths less than 1 foot or with drainage areas of less than one square mile, and Zone X, moderate to low-risk area outside Special Flood Hazard Areas. This designation covers the majority of the higher elevated areas on portions of the property.

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Areas of Responsibility
Approximately thirty-one percent (31%) of Rock Bend Ranch meets all four of the District's four Areas of Responsibility, which are Water Supply, Water Quality, Natural Systems and Flood Protection, and an additional approximately twenty-four percent (24%) meets at least three of the District's Areas of Responsibility. The acquisition of this property is subject to the review and approval of the Governing Board.

Connectivity
Rock Bend Ranch is situated in the Peace River Valley which leads to Charlotte Harbor estuary. Rock Bend Ranch protects 2.20 miles of frontage along the west side of the Peace River. It is also adjacent, immediately south of C&D Ranch, a property being proposed to purchase in tandem.

Appraisals
In accordance with District Policy and Section 373.139, Florida Statutes, for property that is estimated to have a value greater than $1,000,000, two appraisals were obtained by the District. One appraisal was obtained from S.F. Holden, Inc. and the second appraisal from BBG Real Estate Services. The reports have a date of valuation of January 21, 2026. Both appraisals have been independently reviewed by Steven J. Albright, Jr., MAI, Albright & Associates of Ocala, Inc. The appraisals were determined to meet the necessary legal and 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 appraisers based on the physically possible, legally permissible, and financially feasible uses would be for low density residential uses with agricultural and recreational uses, engaging in low intensity cattle grazing and outdoor recreation with potential for subdivision into large tract rural residential/estate and or mitigation banking.

Valuation
The appraisers applied the Sales Comparison Approach (Market Approach) to determine the value for this property. The appraisers relied on a total of four (4) recent fee simple sale transactions of comparable property in Okeechobee, DeSoto, and Hardee Counties occurring between January 2023 and August 2025. Appraisers also reviewed and used five (5) recent less-than-fee sale transactions in Hendry, Highlands, Manatee and Polk Counties, occurring between October 2021 and November 2024. The comparable fee simple sales identified in the appraisals ranged in size from 486 gross acres to 2,278 gross acres and are comprised of a mix of both uplands and wetlands. The comparable less-than-fee sales identified in the appraisals ranged in size from 800.41 gross acres to 1,112.73 gross acres and are comprised of a mix of both uplands and wetlands.

The comparable sales were chosen to reflect the full range of value based on their physical characteristics and highest and best use. The appraisers developed a value by applying quantitative and qualitative adjustments to the comparable sales considering the differences in physical characteristics including wetlands, location, size, land use and zoning entitlements. The appraisers' value estimates are based on the current market for similar parcels and the subject's gross acreage. The following are the comparable fee simple sales from both the respective appraisal reports. The indications from the comparable sales are summarized as follows:

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COMPARABLE FEE SALES

Comparable Sales	Sale Date	County	Gross Acres	Gross Acre Value
Fee Sale #1	Aug. 2025	Okeechobee	2,278.00	$12,463
Fee Sale #2	June 2024	DeSoto/Hardee	1,280.30	$10,000
Fee Sale #3	July 2025	DeSoto	486.00	$10,000
Fee Sale #4	Jan. 2023	Hardee	681.00	$12,261

APPRAISAL FEE VALUE

Appraiser	Gross Acres	Fee Value	Value Per Gross Acre
SF Holden, Inc	646.80	$6,468,000	$10,000
BBG Real Estate Services	646.80	$6,470,000	$10,003

Conservation Easement

The proposed conservation easement terms will limit the future development and protect the existing natural features. The appraisers researched the market activity involving governmental purchases of conservation easements and private sales of encumbered property. The appraisers relied on recent transactions of encumbered sales in Manatee, Polk, Highlands and Hendry counties. A total of five (5) comparable sales of encumbered property, occurring between October 2021 and November 2024, were utilized in the appraisal reports:

COMPARABLE ENCUMBERED SALES

Comparable Sales	Sale Date	County	Gross Acres	Gross Acre Value
LTF #1	Oct. 2023	Manatee	1,044.88	$3,828
LTF #2	Nov. 2024	Polk	1,112.73	$3,497
LTF #3	Jan. 2023	Highlands	1,069.20	$2,712
LTF #4	May 2023	Hendry	883.00	$2,681
LTF #5	Oct. 2021	Polk	800.41	$2,998

APPRAISAL ENCUMBERED VALUE

Appraiser	Gross Acres	Encumbered Value	Value Per Gross Acre
SF Holden, Inc.	646.80	2,264,000	$3,500
BBG Real Estate Services	646.80	2,265,000	$3,502

The appraisers considered the value of the interest to be acquired and the location of the property subject to its physical conditions and the zoning/land use designation at the time of valuation. The value of the conservation easement interest to be acquired is the difference between the value determined for the fee simple interest and the value as encumbered. The appraisers' conclusions based on the fee and encumbered interests are summarized as follows:

CE ACQUISITION SUMMARY

Appraiser	Gross Acres	CE Value	Value Per Gross Acre
SF Holden, Inc.	646.80	$4,204,000	$6,500
BBG Real Estate Services	646.80	$4,205,000	$6,501

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Analysis
The prices of the comparable transactions were influenced by their locations and other physical attributes including uplands. Between the two appraisals there are four different comparable fee simple and five conservation easement indications. The comparable fee sales utilized in the appraisals provided a range of indications from $10,000 to $12,463 per gross acre. The unadjusted average of the fee sales is $11,181 per gross acre.

The comparable conservation easement sales utilized in the appraisals provided a range of indications from $2,681 to $3,828 per gross acre. The unadjusted average of these sales is $3,143 per gross acre. Based on the unadjusted average of fee simple value the encumbered value indication is approximately twenty-eight percent (28%) of the fee value.

The appraisers' valuation of the property based on both its fee simple and as encumbered value occurred after review, comparison, and adjustment of the data. Based on the information it was determined that the rights to be acquired through the proposed easement would cost from $6,500 to $6,501 per gross acre. The average of these indications is $6,501 per gross acre. This indication reflects that the appraisers have estimated that a value of the rights to be acquired would be at fifty-eight percent (58%) of the fee value.

Negotiated Transaction

The following is a summary of the terms negotiated between the District and Mr. Gonzalez:

- The District will acquire a conservation easement over approximately 646.80 acres located in DeSoto County, Florida, for a cash price of $3,784,500.00 or $5,851.11 per acre, with the price subject to adjustment based on a confirmation of acreage by an acceptable boundary survey.
- The Property will be surveyed at the expense of Seller. The District will reimburse the Seller at closing for the cost of obtaining the survey.
- The Seller will be responsible for payment of all recording fees including documentary stamps and the Baseline Natural Resources Inventory (BNRI).
- The District will assume the expense of the title commitment, title insurance, environmental site assessment and appraisals.
- Closing is subject to acceptable title.
- Closing is subject to an acceptable environmental site assessment.

Strategic Plan
This item supports the District's Strategic Plan Land Management Core Business Processes.

Exhibits
Exhibit 1 – General Location Map
Exhibit 2 – Site Map
Exhibit 3 – Purchase and Sale Agreement
Exhibit 4 – Conservation Easement

<u>Staff Recommendation:</u>

- Accept the appraisals for the conservation easement;
- Approve the Purchase and Sale Agreement and authorize the Executive Director or designee to sign on the behalf of the District;

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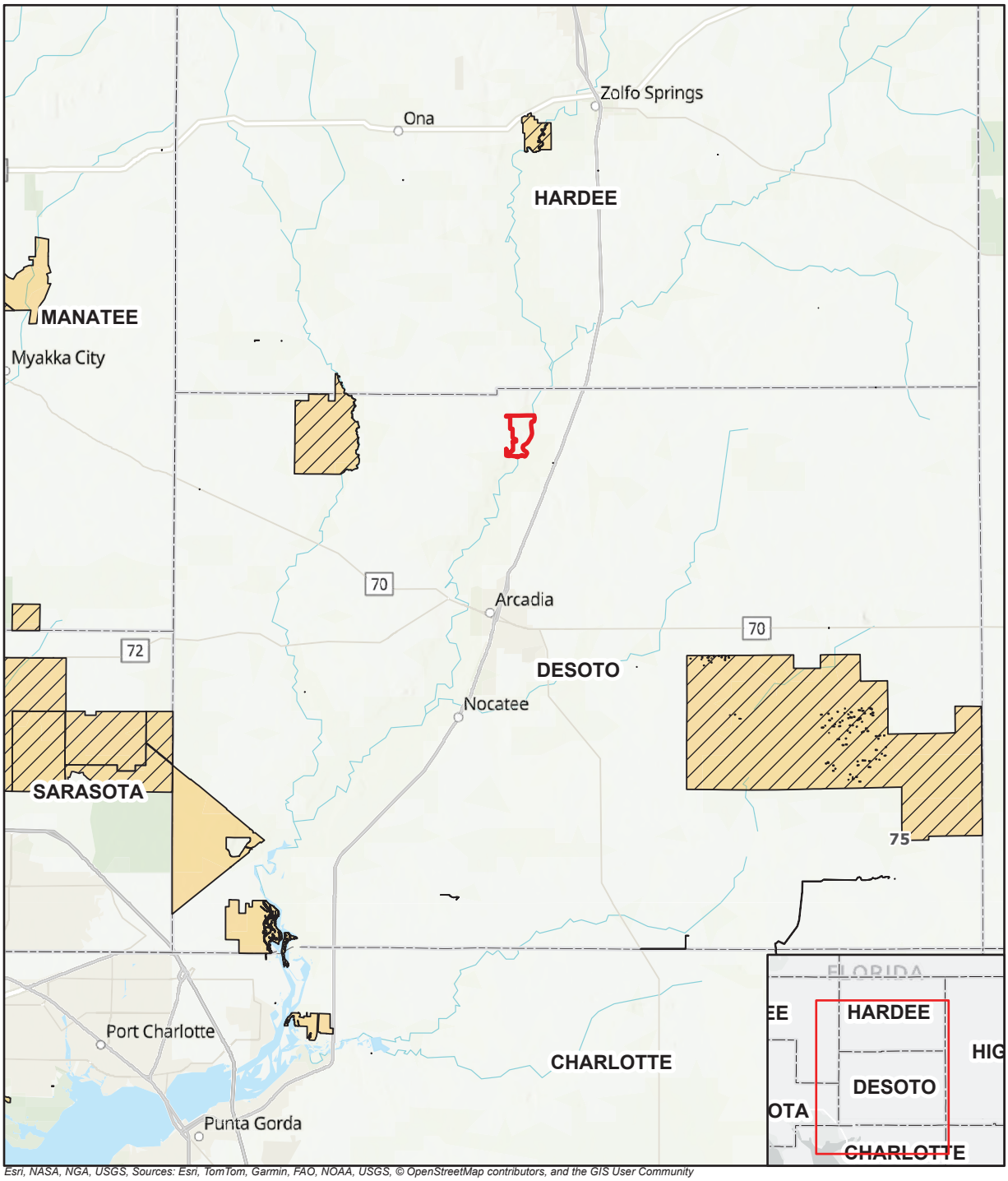
- Designate SWF Parcel No. 20-695-117C as having been acquired for conservation purposes;
- Authorize staff to make minor changes or corrections to conform documents or correct errors; any substantive changes will be subject to Governing Board review and approval; and
- Authorize staff to execute any 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.

Presenter:
Ellen Morrison, Bureau Chief, Land Resources Bureau

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Exhibit 1 - Location Map

Rock Bend Ranch SWF 20-695-117C



Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Rock Bend Ranch (SWF Parcel No. 20-695-117C)

District Owned Lands Fee Simple

District Owned Land Easement

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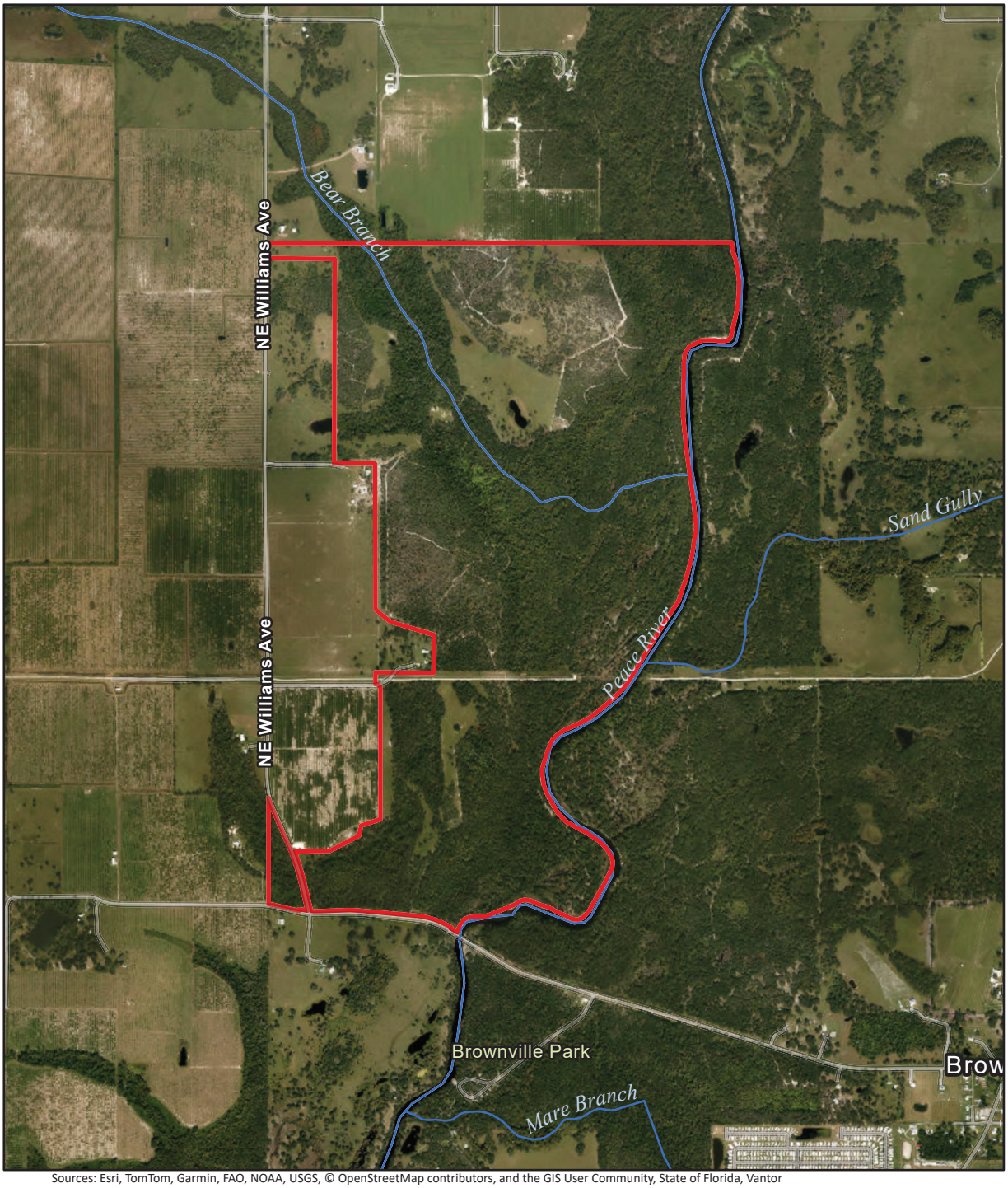
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Southwest Florida Water Management District

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Exhibit 2 - Site Map

Rock Bend Ranch SWF 20-695-117C



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, State of Florida, Vantor

Rock Bend Ranch (SWF Parcel No. 20-695-117C)

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Feet

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Southwest Florida Water Management District

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EXHIBIT 3

SWF Parcel No. 20-695-117C
Approved by Attorney: CT

PURCHASE/SALE AGREEMENT

This Agreement made and entered into by and between Rock Bend Ranch, LLC, a Florida limited liability company, whose mailing address is 10150 Highland Manor Drive, Suite 200, Tampa, Florida 33610, 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 perpetual conservation easement interest in the Seller's property hereinafter described as part of an authorized project known as the Lower Peace River Corridor Project.

WHEREAS, the Seller agrees to sell to the District, and the District agrees to purchase from the Seller, a perpetual conservation easement in Seller's property hereinafter described.

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, a perpetual conservation easement over that certain real property situated in DeSoto 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, a perpetual conservation easement on, under, over and across that certain real property situated in DeSoto County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Protected Property", for the purposes as set forth herein, and pursuant to Section 704.06, Florida Statutes (F.S.). The perpetual rights contemplated to be conveyed by the Seller are more specifically described in Exhibit B attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Perpetual Conservation Easement"

2. **EFFECTIVE DATE.** If this Agreement is not executed by the Seller on or before October 6, 2026, the District's offer contained in this Agreement is withdrawn and is

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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 within 5 business days of the Governing Board meeting and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.

4. **PURCHASE PRICE.** The total purchase price for the Perpetual Conservation Easement interest described herein will be Five Thousand Eight Hundred Fifty One Dollars and 11/100 cents ($5,851.11) per acre, for approximately 646.80 acres of land, for a total purchase price of Three Million Seven Hundred Eighty Four Thousand Five Hundred Dollars and 00/100 cents ($3,784,500.00) payable in cash by the District to the Seller; provided, however, that the total purchase price will be increased or decreased by Five Thousand Eight Hundred Fifty One Dollars and 11/100 cents ($5,851.11) per acre for every acre of land more or less than six hundred forty six point eight zero (646.80) acres or any portion thereof as determined by the survey provided for in paragraph number 9 of this Agreement.

5. **TITLE.** The Seller will deliver to the District, at the closing, a Perpetual Conservation Easement on, under, over, and across the Protected Property, free and clear of all leases, liens, mortgages, outstanding mineral interests 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 Protected Property in the full amount of the purchase price of the Perpetual Conservation Easement over the Protected Property upon closing the transaction. The District has obtained a commitment for a title insurance policy from Meridian Title Company, Inc., prior to the execution of this Agreement ("Commitment") and finds it to be acceptable. If, prior to closing, new exceptions or encumbrances arise that were not disclosed on the Commitment, and the District finds the title to be unmarketable, or if the District cannot obtain a revised commitment for a title insurance policy on the Perpetual Conservation Easement, unqualified except as provided in paragraph 12 hereinafter, the District will notify the Seller in writing prior to the date set for the closing, specifying the defects which exist with respect to the title of the Protected Property, and the Seller will have ninety (90) days after receipt of such written notice within which to cure such defects in title to the reasonable satisfaction of the District, the District's attorney, or the District's title insurance company, If the Seller cures such title defects to the reasonable satisfaction of the District, the District's attorney, or the District's title insurance company this sale will be closed within ten (10) days after the Seller cures such defects and receipt of written notice thereof to the District or the District's attorney of said cure. In the event the Seller fails to cure such defects, or otherwise fails to cure such title defects of which written notice has been given by the District, within the time provided

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herein, the District may, at its election, either terminate this Agreement all rights and liabilities arising hereunder, or may close the sale in the same manner as if no such defect had been found.

6. **ENVIRONMENTAL.**

A. The District will, at its sole expense, within sixty (60) days after approval of this Agreement by the District's Governing Board or not less than thirty (30) days before the closing, whichever occurs first, obtain a Phase I Environmental Site Assessment (ESA) on all the Protected Property in accordance with the requirements in Exhibit C, attached hereto and incorporated herein by reference. If the results of the Phase I ESA are unsatisfactory to the District, the District may terminate this Agreement by providing written notice of its termination of this Agreement to Seller within fifteen (15) days after its receipt of the Phase I ESA. If the Phase I ESA indicates that a Phase II ESA or other investigations should be conducted, the Buyer may elect at its sole expense, to conduct a Phase II ESA, and will provide written notice to Seller of its election to conduct a Phase II ESA within fifteen (15) days of receipt of the Phase I ESA. If the results of the Phase II ESA are unsatisfactory to the District, the District may, within fifteen (15) days of receipt of the Phase II ESA results, and at its sole discretion, either terminate this Agreement by providing written notice of such termination to the Seller or offer Seller the right to cure any resulting problems arising from the Phase II ESA results that the District deems necessary to cure. In the event that the District offers Seller the right to cure the resulting problems arising from the ESA Phase II results that the District deems necessary to cure, Seller will notify the District, in writing and within fifteen (15) days of receipt of the offer to cure from the District, of its intention to either cure those issues or decline to cure those issues. If the Seller elects to cure the issues set forth in the ESA Phase II that the District deems necessary to cure, Seller shall then have sixty (60) days from the notification to the District of its election to cure the problems arising from the Phase II ESA that the District deems necessary to cure or mutually agree to exclude any area of contamination from the sale and adjust the purchase price as provided in paragraph 4. If the Seller notifies the District as set forth above that it declines to cure the issues set forth in the ESA Phase II that the District deems necessary to cure, then the District may terminate this Agreement.

In order to accommodate the environmental consultant retained by the District to conduct the ESA activities, the Seller will provide reasonable access onto the Protected Property, including access to the interior of any structures located on the Protected Property. In the event the sale is not closed for any reason, the environmental site assessment costs incurred by District are the sole responsibility of District.

B. 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

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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 Protected Property, the District may terminate this Agreement and all rights and liabilities arising hereunder or may elect to close the sale in the same manner as if no Contaminants had been found.

C. 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 Protected Property.

D. If after closing the District discovers that Contaminants were deposited, located, placed or released on the Protected Property prior to the closing, the Seller will indemnify and hold the District harmless from and against, any and all losses, damages, fines, charges, claims, costs, penalties, assessments, expenses, fees, including consultants' fees, attorneys' fees, legal assistants' fees and costs, liabilities, including strict liability, or third party claims, collectively hereinafter the “Costs”, that are asserted, levied, assessed, entered into or charged to or against the District by any person, entity, agency, organization or body or against the Protected Property in connection with the release, discharge, presence of or cleaning up, removing, disposing or otherwise eliminating any Contaminants. The District may require the Seller, at the Seller's expense, to remove such Contaminants from the Protected Property and take any remedial or other action required by any local, state or federal agency.

E. In the event there is any trash or junk material on the Protected Property that diminishes the conservation value of the Protected Property as identified and described in the Baseline Natural Resource Inventory Report (BNRI Report) defined in Paragraph 6(F) hereafter, the Seller will be required to remove all such trash and junk material at its sole expense prior to the closing. The District will notify the Seller in writing of the existence of such trash and junk material on the Protected Property and will make a final inspection upon notification by the Seller that all trash and junk material has been removed from the Protected Property prior to closing. Trash or junk material for the purposes of this Agreement includes, but is not limited to, abandoned automobiles, abandoned appliances, abandoned above or below ground storage tanks, metallic wastes, residential rubbish, abandoned farm equipment, deteriorated fence materials, dilapidated mobile homes, sheds, machinery, construction material or any other materials unacceptable to the District.

F. The Seller, at its sole expense, within sixty (60) days after approval of this Agreement by the District's Governing Board or not less than thirty (30) days before the closing, whichever occurs first, will obtain a BNRI Report, pursuant to the requirements of, attached hereto and incorporated herein as Exhibit D. The BNRI Report will consist of reports, maps, photographs, and other documentation that the Parties agree

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provide collectively an accurate representation of the Protected Property at the time of this Agreement, as well as general locations for future agricultural operations and improvements and which is intended to serve as an objective information baseline for monitoring compliance with the Perpetual Conservation Easement being purchased by the District. The Seller may terminate this Agreement if, in Seller's sole discretion, it disputes the results of the BNRI completed pursuant to this paragraph. Seller must notify the District of its intent to terminate this Agreement within ten (10) days of its receipt of the BNRI.

7. **CLOSING.** Subject to the curative period provided in paragraphs 5 and 9, the sale will be closed on or before April 6, 2027, 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 conservation value of the Protected Property as identified and described in the baseline documentation within the BNRI.

8. **CONSERVATION EASEMENT.** Upon payment of the purchase price as provided in Paragraph 4, the Seller will convey the rights to the Protected Property contemplated herein to the District or its assigns by Perpetual Conservation Easement for non-sovereign lands 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 Seller.

9. **SURVEY.** Prior to closing, the Protected Property will be surveyed at the expense of the Seller in accordance with the Requirements for Boundary Surveys, attached hereto and incorporated herein as Exhibit E. If the survey shows any encroachments on the Protected Property or that any improvements located on the Protected Property encroach on other lands, written notice thereof will be given to the Seller, and the Seller will have the same time to remove such encroachments as allowed under this Agreement for the curing of defects in title. If the Seller does not remove or cure said encroachments within said time, the District, at its sole 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 as provided in paragraph 4. The Seller may terminate this Agreement if the survey conducted pursuant to this paragraph identifies any of the Protected Property as sovereign submerged lands. The Seller must notify the District of its intent to terminate this Agreement no later than ten (10) days prior to closing. The District will reimburse the Seller the cost of obtaining the Survey at closing. In the event the sale is not closed for any reason, the Survey costs incurred by the Seller are the sole responsibility of the Seller.

10. **WELLS.** As a condition of closing, the Seller will disclose the location of all wells on the Protected Property, whether permitted or not. The purpose of this disclosure is

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to document well locations on the boundary survey of the Protected Property and to allow inspections by the environmental consultant performing the Phase 1 ESA and the District's well program staff. The Seller, at its sole expense, agrees to bring all wells located on the Protected Property into compliance with Chapter 40D-3, Florida Administrative Code (F.A.C.), and in accordance with the District's established program for capping and plugging abandoned wells, before closing. This requirement includes all wells that do not meet current well construction standards.

11. **RISK OF LOSS** Seller will exercise diligent and reasonable care in protecting the Property from theft and vandalism, and all buildings, fences, gates, sheds and other similar improvements on the Property will be preserved in the condition accepted by District at the time of execution of this Agreement and delivered to District in such condition at the closing. If the Protected Property is damaged by fire or other casualty before the closing and can be restored by the Seller to substantially the same condition as at the time of the Seller's execution of this Agreement before the closing, the closing will occur as provided herein. If such restoration cannot be completed before the closing, this Agreement, at the option of the District, may be declared null and void and all rights and liabilities hereunder will terminate; provided, however, that the District may elect to purchase the Protected Property even though it is not restored, if the Seller adjusts the purchase price to reflect any reduction in market value.

12. **ENCROACHMENTS AND ENCUMBRANCES.** After the Seller's execution of this Agreement until the Seller delivers the Perpetual Conservation Easement on the Protected 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 Protected Property not existing on the date of the Seller's execution hereof, subject to those existing matters of title contained in the Commitment. At the closing, the Seller will furnish the District with the Seller's affidavit stating that: a) between the date of the Seller's execution of this Agreement and the closing neither the Seller nor anyone under the Seller's control or direction have taken any action to encumber the Protected Property or otherwise adversely affect the status of the title thereto; b) between the date of the Seller's execution of this Agreement and the closing neither the Seller nor anyone under the Seller's control or direction have taken any action to diminish the conservation value of the Protected Property as identified and described in the BNRI; and c) stating either that there have been no improvements made to the Protected Property during the ninety (90) days immediately preceding the date of closing, or, if there have been any such improvements, that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full. 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. The Seller agrees to indemnify and hold the District harmless for all fees and costs incurred including, but

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not limited to, any attorney's fees incurred by the District as a result of any misrepresentations, omissions, or errors in the Seller's Affidavits.

13. **FEES/COMMISSIONS.** The District is not now, nor will it be liable to the Seller or to the Seller's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Perpetual Conservation Easement over the Protected Property to the District, and the Seller will defend, indemnify and hold harmless the District, its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries, and suits therefore arising from or out of this Agreement.

14. **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.

15. **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.

16. **DISBURSEMENT.** It is understood and agreed to by the Parties that the funds for the purchase price may not be disbursed to the Seller at the closing but may be held in escrow by the District's closing agent pending recording of the Perpetual Conservation Easement and recertification of title by the District's title insurance company showing no intervening encumbrances before the recording of the Perpetual Conservation Easement.

17. **DEFAULT.** If either the District or the Seller fails to perform in accordance with the terms of this Agreement, either party, at its option, may bring suit for specific performance of this Agreement or for damages. In the event of such suit, the prevailing party will be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal. This provision does not constitute a waiver of the District's sovereign immunity under Section 768.28, F.S., or extend the District's liability beyond the limits established in Section 768.28, F.S.

18. **OTHER AGREEMENTS.** No Agreement or understanding, verbal or in writing, unless incorporated herein, will be binding upon the Parties.

19. **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.

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20. **SURVIVAL OF CONTRACT TERMS.** The terms and conditions of this Agreement will survive the closing of the sale of the Perpetual Conservation Easement over the Protected Property.

21. **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.

22. **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.

23. INGRESS/EGRESS. The Seller warrants and represents that there is legal ingress and egress to the Protected Property.

24. 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.

25. WARRANTIES. The Seller warrants that there are no facts known to the Seller materially affecting the value of the Protected Property which are not readily observable by the District or which have not been disclosed to the District.

26. 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.

27. 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 effected only through a written modification to this Agreement.

28. 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.

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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:

Rock Bend Ranch, LLC, a Florida limited liability company

By:_____

Print Name: _____

Title: _____

Date:_____

By:_____

Print Name: _____

Title: _____

Date:_____

Buyer:

Southwest Florida Water Management District, a Public Corporation

By:_____
Brian J. Armstrong, Executive Director

Date:_____

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EXHIBIT A – LEGAL DESCRIPTION

(TO BE DETERMINED)

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EXHIBIT B – PERPETUAL CONSERVATION EASEMENT

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CERTIFICATION OF GOVERNING BOARD ACTION

This is to certify that on the _____ day of _____ 2026, the Governing Board of the Southwest Florida Water Management District approved the foregoing Agreement.

By: _____
Brian J. Armstrong, Executive Director

(Seal)

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This instrument prepared by:
Office of General Counsel
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
Version July 2020

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Exhibit 4

Prepared by return to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Attn. Land Resources Bureau

CONSERVATION EASEMENT

This Easement, made and entered into this _____day of_____ 202__, by and between Rock Bend Ranch LLC, a Florida limited liability company, having an address of 10150 Highland Manor Drive, Suite 200, Tampa, Florida 33610, (Grantor), and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (Grantee), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in DeSoto County, Florida, more particularly described as DeSoto County Property Appraiser Parcel IDs 29-36-25-0000-0031-0000; 30-36-25-0000-0010-0000; 31-36-25-0000-0010-0000; and 32-36-25-0000-0042-0000 shown in Exhibit A attached hereto and incorporated herein by reference (Parent Tract); and

WHEREAS, Grantor and Grantee mutually desire to preserve large portions of the Parent Tract more particularly described in Exhibit B attached hereto and incorporated herein by reference (Protected Property) in its existing or improved condition; and

WHEREAS, Grantor and Grantee recognize the ability to maintain the conservation values of the Protected Property and the natural, scenic, open, and special character of the Protected Property while allowing certain recreational and agricultural uses by the Grantor. The Parties have the common purpose of conserving that certain natural, scenic, open and special character of the Protected Property hereinafter, collectively, the "Conservation Values" by conveyance to Grantee of a perpetual conservation easement on, under, over, and across the Protected Property, which shall act to conserve and protect the Conservation Values of the Protected Property. It further being the intent of the Parties to prohibit certain further development activity on the Protected Property; and

WHEREAS, Grantee is a public entity authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

NOW THEREFORE, to achieve these purposes, and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, including but not limited to the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the Laws of Florida, and in particular §704.06, Florida Statutes (F.S.), but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth (Easement).

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ARTICLE I. DURATION OF EASEMENT

This Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, and its personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF EASEMENT

A. It is the purpose of this Easement to: (i) protect and preserve, in perpetuity, the natural, scenic and special character, ecological and hydrological integrity, and habitat for indigenous plant and animal life on the Protected Property; and (ii) preserve portions of the Protected Property as productive agriculture land that sustains the long term economic value and Conservation Values of the Protected Property and its environs. The Easement will achieve these purposes by limiting development on the Protected Property, except as provided herein, and management guided by the following principles:

- Protection of scenic qualities and other distinctive rural characteristics of the landscape.
- Maintenance and enhancement of wildlife and game species habitat.
- Protection of unique and fragile natural areas and habitats conducive to occupation by rare species.
- Maintenance of the value of nearby public land by avoiding land fragmentation and incompatible development.
- Maintenance of cattle ranching and other allowable agricultural and recreational activities that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Protected Property.

The above purposes and management principles are hereinafter sometimes referred to as the “Conservation Purposes”.

B. The specific Conservation Values for the Protected Property are documented in the Baseline Natural Resources Inventory (“BNRI”) for this Easement in DeSoto County, Florida, dated _____, which consists of reports, maps, photographs, and other documentation that the Parties agree, and hereby acknowledge, provide, collectively, an accurate representation of the Protected Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The BNRI is maintained in the offices of the Grantee and is incorporated into and made a part of this Easement. A copy of the BNRI is available from the Grantee on request.

Grantor intends that this Easement will confine the use of the Protected Property to such activities as are consistent with the terms of this Easement and the Conservation Values documented in the BNRI.

ARTICLE III. RIGHTS GRANTED TO THE GRANTEE

To accomplish the Conservation Purposes of this Easement the following rights are conveyed to Grantee by this Easement.

A. The right to preserve, protect, and enforce in perpetuity the Conservation Values and Conservation Purposes of the Protected Property as set forth in Article II of this Easement.

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B. All future residential, commercial, industrial, and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property except as may be specifically reserved to Grantor in this Easement are hereby terminated and extinguished. The Protected Property or any portion thereof may be used for purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations, or ordinances controlling land use and building density only within the Parent Tract. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands. No development rights or density credits may be transferred onto the Protected Property from any other property.

C. The right to enter upon, over and across the Protected Property, not including building interiors, to inspect it for the purpose of ensuring compliance with the terms and conditions of this Easement, in accordance with Paragraph VI(D).

D. The right to seek injunctive relief as described in Paragraphs VI(F) and VI(G) to prevent any activity on or use of the Protected Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore to the condition immediately prior to such use or activity, such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, at Grantor's sole expense.

ARTICLE IV. PROHIBITED USES

The Protected Property shall be maintained to preserve the Conservation Purposes and Conservation Values of this Easement. Without limiting the generality of the foregoing Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted, except as may be provided elsewhere herein.

A. Except as otherwise specifically authorized herein, there shall be no dumping or placing of contaminated soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials or toxic substances, pollutants or contaminants, including, but not limited to, those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991, or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, 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 Protected Property. However, this provision shall not be construed to prevent the deposit of household, agricultural, or animal wastes generated on the Protected Property, provided such deposits are biodegradable.

B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, lime rock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of activities permitted by this Easement.

C. Subdivision of the title to the Protected Property is prohibited.

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D. Activities caused by Grantor that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Protected Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Protected Property that would be detrimental to water quality or which could alter natural water level or flow in or over the Protected Property, unless otherwise specifically provided for in this Easement.

E. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Protected Property having historical or archaeological significance as those portions of the Protected Property are identified in the BNRI. Grantor shall notify the Florida Department of Historical Resources or its successor ("FDHR") if historical, archaeological or cultural sites are discovered on the Protected Property, and any site deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of the creation of this Easement. Grantor will follow the Best Management Practices (BMPs) of the Division of Historical Resources, as amended from time to time.

F. There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of native trees, shrubs or other natural native vegetation, including but not limited to cypress trees and any trees or vegetation in wetlands, except as otherwise specifically provided in this Easement. Provided, however, that in connection with any future agricultural operations by Grantor in areas currently improved for agricultural activities established by the BNRI, Grantor may mow, herbicide cut, chop, burn, remove and otherwise maintain vegetation as long as Grantor performs such tasks in accordance with BMPs.

G. There shall be no planting of invasive exotic or nuisance, aquatic and terrestrial species. Grantor shall make reasonable efforts to manage the occurrence of invasive exotic or nuisance, aquatic and terrestrial species to the extent practicable and economically feasible. Subject to the above, Grantor shall, at a minimum, conduct sufficient management and control to maintain invasive exotic or nuisance, aquatic and terrestrial species at the same or a lower percentage of cover as that identified in the BNRI. Such management and control shall apply to the following species: Brazilian Pepper, Melaleuca, Japanese and Old World climbing fern, Skunk Vine, Tropical Soda Apple, Cogon Grass, Torpedo Grass, Australian Pine, Water Hyacinth, Hydrilla, Air Potato, Chinese Tallow, Water Lettuce, and Kudzu and any other category 1 & 2 plant species named by Florida Invasive Species Counsil (FISC), or its successors, identified by Grantee during any inspections conducted to determine compliance with the terms and conditions of this Easement. If any condition arises that prevents Grantor from complying with the requirements of this provision, the Grantor may request Grantee's assistance. For purposes of this Easement, pasture grasses shall not be considered invasive exotic, or nuisance species, however Grantor shall be responsible for ensuring that pasture grasses do not encroach on lands identified as natural lands in the BNRI. Furthermore, Grantor hereby grants to Grantee the right, after consultation with Grantor, at Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics or non-native plants on the Protected Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this Paragraph IV(G) or as an obligation of the Grantee.

H. Agricultural chemicals that may be used by Grantor, including fertilizers, pesticides

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and herbicides, shall only be applied in such amounts and with such frequency of application that constitute the minimum necessary to perform noxious weed control, habitat enhancement and restoration, timber management and agricultural and residential activities permitted under this Easement, and provided that such chemicals shall be applied by non-aerial means except when used in agricultural operations on the Protected Property. The use of such chemicals shall be in compliance with the manufacturer's label instructions, BMPs and all applicable Local, State and Federal laws, rules, and regulations, and conducted in such a manner as to minimize adverse environmental effects on the Protected Property. Grantor is prohibited from using biological weed and insect control agents without obtaining prior written approval from Grantee, such approval shall not be unreasonably withheld.

I. Commercial or industrial activity, and ingress, egress or other passage across or upon the Protected Property in conjunction with any commercial or industrial activity including, dairy, swine and poultry operations and confined animal feed lot operations, other than activities associated with the Grantor's Reserved Rights.

J. New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on, or above the ground of the Protected Property except as may be incidental to Grantor's maintenance and normal operation of the Protected Property including, without limitation, bridges, or culverts, fences, power lines, etc., or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of paragraphs IV(J) and (L) the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes of this Easement.

K. The construction or creation of new roads or jeep trails is prohibited except where nature has rendered an existing trail unusable and new or replacement roads and trails are necessary to serve Grantor's retained use rights and with the prior approval of Grantee, such approval shall not be unreasonably withheld.

L. There shall be no operation of motorized vehicles except on established trails and roads, as indicated in the BNRI, unless necessary: (i) to protect or enhance the Conservation Values of this Easement; (ii) for emergency purposes, or security purposes; (iii) for cattle ranching or other allowed agricultural purposes; (iv) to retrieve game that has been hunted legally; (v) ecological tours; (vi) control and treatment of invasive species; and (vii) inspections conducted by the Grantee or Grantee's agents or employees, to determine compliance with terms of this Easement.

M. Areas identified for agricultural activities as established by the BNRI may be used for those activities and shall not be converted to more intense agricultural use. Grantor shall not use the Protected Property for dairy, swine, poultry, confined animal feedlot operations, row crops, or citrus production activities. Grantor shall not seek to convert wetlands to uplands or alter natural lands so designated in the BNRI.

N. Grantor shall take no actions or activities that may reasonably be expected to adversely affect threatened and endangered species. Grantor shall take no action that will harm, as defined in the Endangered Species Act, 16 U.S.C. 1531 et. seq. and implementing regulations of the U.S. Fish and Wildlife Service, a threatened or endangered species identified on the then current list for threatened and endangered species adopted by the U.S. Fish and Wildlife Service at 50 C.F.R. 17.11, and 17.12; Rules 68A-27.003, 68A-27.004, adopted by the Florida Fish and Wildlife Conservation Commission; and Rule 5B-40.0055, adopted by the Florida Department of Agriculture and Consumer Services. A current list for such threatened or endangered species is

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and provided in the BNRI.

O. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property, except that Grantee may erect and maintain signs designating the Protected Property as land under the protection of Grantee or designating the ranch name.

P. There shall be no commercial water wells on the Protected Property. Provided, however, Grantor may construct wells, incident to allowed uses on the Protected Property and subject to legally required permits and regulations.

Q. Grantor shall not use nor allow others to use any portion of the Protected Property as a commercial or public shooting range or target area.

ARTICLE V. GRANTOR'S RESERVED RIGHTS

Grantor reserves to itself and its successors, guests, or invitees, and assigns, the following specified rights ("Reserved Rights"), which are deemed to be consistent with the Conservation Purposes of this Easement. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state, and federal law, as amended from time to time, as well as in accordance with the Conservation Purposes of this Easement.

A. The right to observe, maintain, and photograph, wildlife on the Protected Property; to plant millet, grass or similar crops in existing pasture areas; to use the Protected Property for non-commercial hiking, camping, charitable, educational or conservation events, ecological tours and other agritourism activities, horseback riding and other equestrian activities and related uses, canoeing or kayaking so long so long as such activities do not violate any of the prohibitions applicable to the Protected Property or Grantee's rights, as stated above, and are consistent with the Conservation Purposes of this Easement.

B. Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Protected Property and Grantor may lease such rights with prior notice to the Grantee, but such lease shall not require the consent or approval of the Grantee. Any lease of these rights shall be contingent upon Grantor providing Grantee with a wildlife management plan, within sixty (60) days of execution of the lease agreement, consistent with the rules and guidelines of the Florida Fish and Wildlife Conservation Commission or successor agency or organization of the state.

C. The right to conduct controlled or prescribed burning and mechanical brush control on the Protected Property in accordance with applicable BMPs.

D. The right to mortgage the Protected Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.

E. The right to contest tax appraisals, assessments, taxes, and other charges on the Protected Property.

F. The right to the exclusive use of the property (subject to Grantee's inspection rights) and improvements depicted in the BNRI, as otherwise allowed in this Easement.

G. The right to engage in agricultural operations on the Protected Property, identified

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in the BNRI, provided such activities are conducted in accordance with applicable BMPs.

(a) Cattle ranching activities based on the most current BMPs and the number of acres of existing improved pasture and natural lands utilized for native range. The number of animal units that are appropriate for the Protected Property has been determined by the United States Department of Agriculture Natural Resources Conservation Service (NRCS) to be _____ animal units in the Prescribed Grazing Plan for the property. The documentation of the NRCS determination shall be maintained at the Grantee's headquarters offices. The carrying capacity in animal units may be changed only by written agreement executed by Grantor and Grantee after consultation with NRCS to reflect changes in BMPs and when necessary to reflect substantive changes to the number of acres of pasture and natural lands. In the event any of the areas of improved pasture utilized for agricultural activities are restored to their pre-conversion, natural condition as part of an approved mitigation or restoration project, they shall thereafter remain in their natural condition.

(b) Any existing ponds as indicated in the BNRI may be maintained for fishing and agricultural purposes in accordance with all applicable Local, State and Federal laws, rules, and regulations, and applicable BMPs.

H. The right to construct, maintain, expand, and repair roads, fences, and ponds, and other improvements in support of the agricultural activities allowed by this Easement on the Protected Property, including any movement of soil and all related utilities, in accordance with all applicable Local, State and Federal laws, rules, and regulations, and applicable BMPs.

I. The right to take action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Protected Property, in accordance with all applicable Local, State, and Federal laws, rules, and regulations, and applicable BMPs and are consistent with the Conservation Values of the Protected Property and the Conservation Purposes of this Easement.

J. The right to take emergency action to preserve and protect Grantor's rights herein in response to natural disasters, environmental hazards, or threats to human safety.

K. The right to bring any legal action permitted under Florida law in a court of competent jurisdiction, if Grantor believes that Grantee has unreasonably withheld approvals or interferes with or unreasonably denies any of Grantor's reserved rights.

L. The right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted on the Protected Property under this Easement subject to Grantee's approval which shall not be unreasonably withheld. Activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Protected Property include, but are not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration and biodiversity mitigation provided that the land will continue to be used for its authorized purpose, the mitigation proposal will provide environmental benefits over and above the terms of this Easement, and does not result in the extinguishment of this Easement or any of its terms, however, mitigation banking established pursuant to sections 373.4135 shall be prohibited.

M. The right to harvest seeds from native plant species on the Protected Property.

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N. The right for Grantor itself, its heirs, successors, assigns, and its invitees the exclusive right to hunt, trap, fish, hike, camp, picnic, and use roads designated for such recreational purposes and to conduct similar recreational activities on the Protected Property. The right to engage in limited tree trimming and clearing to further such recreational activities. Recreational hunting, trapping, and fishing activities will be conducted in compliance with applicable rules, regulations, or licensing requirements of the Florida Fish and Wildlife Conservation Commission.

O. The right to conduct research projects on the Protected Property as long as those research activities are not prohibited herein.

ARTICLE VI. MISCELLANEOUS TERMS

A. **Recordation.** Grantor shall record this Easement and any amendments thereto in a timely fashion in the Official Records of DeSoto County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Easement in the public records.

B. **Ad Valorem Taxes**. Grantor agrees to make timely payment of all ad valorem taxes on the Protected Property. In each tax year, Grantor shall provide Grantee written proof of payment of taxes on the Protected Property on or before the date such taxes would be considered delinquent.

C. **Indemnification**. Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorney fees and costs, and attorney's fees and costs on appeal, caused or incurred, in whole or in part as a result of any willful or negligent action or activity of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees related to the use and ownership of, or activities on the Protected Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Protected Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or extend Grantee's liability beyond the limits established in Section 768.28, F.S., or constitute consent to be sued by third parties.

D. **Monitoring**. Inspections by the Grantee shall occur annually and may occur as often as reasonably necessary to monitor Grantor's exercising of its reserved rights and enforce the terms and conditions of this Easement. Grantor shall assist Grantee in the monitoring and enforcement of the terms and conditions of this Easement. The Grantee and its agents, employees, contractors, assigns, and other authorized persons may enter upon, over and across the Protected Property, to inspect it, not including building interiors, for the purpose of ensuring compliance with the terms and conditions of this Easement, so long as such entry does not interfere with the rights and uses of the Protected Property retained by the Grantor and provided that Grantee notify Grantor at least seven (7) days before said inspection except in the case of an emergency or if Grantee has reason to believe there has been a violation, in which notice must be given no less than twenty-four (24) hours before said inspection. The Grantee shall provide Grantor with a written list of employees and other authorized entities assigned to monitor and enforce the terms and conditions of this Easement in accordance with this Paragraph VI(D). The Grantee and its agents, employees, contractors, assigns and other authorized persons shall ensure all gates are secured and Grantee shall repair any damage to the property caused by Grantee and its agents, employees, contractors, assigns and other authorized persons. Grantor

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has the right but not the obligation to accompany Grantee and its agents, employees, contractors, assigns or other authorized personnel while on the Protected Property.

E. **Public Access**. No right of access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

F. **Notice of Violation**. In the event any of the terms and conditions of this Easement are violated, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Hernando County, Florida. As a condition precedent for filing of any lawsuit, the Parties shall perform the mediation process immediately stated below.

G. **Mediation**. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Easement promptly by confidential mediation before resorting to litigation.

H. **Notices**. Any notice, demand or request which may be or is required or to be given under this Easement shall be delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested, and shall be addressed to Grantor or to Grantee at the addresses first set forth above.

I. **Approvals**. When Grantor's or Grantee's approval is required, a request for such approval shall be made in writing and shall include information identifying the proposed site or activity with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the approval is required. In the case of withholding of approval, Grantor or Grantee shall notify the requesting party in writing with reasonable specificity, the reasons for withholding approval, and the conditions, if any, on which approval might otherwise be given. Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them either separately or jointly.

J. **Forbearance Not a Waiver**. Any forbearance by Grantee to exercise its rights under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

K. **Severability; Liberal Construction**. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement and consistent with the perpetual protection of the Conservation Values of the Protected Property shall be favored over any interpretation that would be inconsistent therewith. This Easement shall be construed and interpreted with the intention of conforming to the requirements of Section 704.06, F.S.

L. **Entire Agreement**. This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the

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Parties and shall not be changed, altered, or modified. In the event any terms or provisions of this Easement are determined by competent judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or shall be construed or deleted as such authority determines, and the remainder of this Easement shall be construed as being in full force and effect.

M. **Force Majeure**. Nothing contained in this Easement shall be construed to entitle Grantee to bring any actions against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, trespass, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

N. **Assignment Limitations**. Grantee shall not assign its interest in this Easement except to the State of Florida, the successor in interest to the Grantee or a political subdivision of the State of Florida, without first obtaining the prior written consent of the Grantor, which may be withheld by Grantor in its sole discretion. Any assignment without such consent shall be void and have no effect. If Grantee shall cease to exist or cease to be authorized to hold conservation easements under Florida law, then Grantee's rights and obligations under this Easement shall immediately become vested in the State of Florida.

O. Successors; Benefits and Burdens. The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the Parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Protected Property.

P. **Condemnation**. If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full fair market value of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking, without regard to any diminution in value attributable to the Easement. After the payment of any expenses reasonably incurred by the Parties to this Easement in connection with such taking, Grantee shall be entitled to its proportionate share from the recovered proceeds, if and only if the taking resulted in the termination of this Easement. The respective rights of Grantor and Grantee set forth in this Paragraph VI(P) shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Easement as of the effective date of this grant.

Q. **Representation of Authority**. Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

R. **Effective Date**. This Easement and the restrictions arising hereunder shall be effective after all signatures required by law have been affixed hereto and the Easement has been recorded in the official records of DeSoto County, Florida.

S. **Definitions**. For the purpose of this Easement, the following definitions shall apply:

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1. “Improved Pasture” shall be considered grazing lands of introduced species or domesticated native forage species that receive periodic renovation and cultural treatments such as tillage, fertilization, mowing, or weed control and for the purposes of this Easement, identified in the BNRI as improved pasture.

2. “Native Range” shall be considered natural lands on which the existing vegetation, whether growing naturally or through management, is suitable for grazing and browsing of domestic livestock at least part of the year. Native range includes any natural grasslands, savannas, shrub-lands, woodlands and wetlands which support a vegetative cover of native grasses, grass-like plants, forbs, shrubs or other natural species and for the purposes of this Easement, as identified in the BNRI as native range.

3. “Best Management Practices” (“BMPs”) as referenced throughout this document are considered to include those generally accepted practices currently approved (subject to future change) by Florida Department of Agriculture and Consumer Services (“FDACS”) in conjunction with any or all of the following:

U.S. Department of Agriculture Natural Resources Conservation Service (“NRCS”)
United States Fish and Wildlife Service (“USFWS”)

Florida Fish and Wildlife Conservation Commission (“FWC”)
Florida Forest Stewardship Program
Florida Division of Historical Resources (“FDHR”)
University of Florida Institute of Food and Agricultural Sciences (“IFAS”)
Florida Cattleman's Association
Florida Invasive Species Counsil (“FISC”)

5. “Commercial or industrial activity” shall be defined as any use or activity which is not permitted within this Easement for which a financial benefit is sought or for which money is charged, whether or not the activity or use is profitable. Prohibited activities include but are not limited to dairy, swine, poultry, confined animal feedlot operations, row crops, or citrus production activities. Permitted activities include events related to charitable, educational or conservation events or groups, ranching, ecological tours, hunting and fishing rights reserved to Grantor herein, and other activities whose purpose is management of wildlife on the Protected Property.

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IN WITNESS WHEREOF Grantor has caused this Easement to be executed the day and year first above written.

GRANTOR:

Witnesses:

_____ By: _____

Signature of witness

_____

Printed name of witness

_____

Signature of witness

_____

Printed name of witness

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_____.
He is _____ personally known to me, or produced _____ as identification.

_____

(Notary Seal) Notary Public

Print Name: _____

Commission No: _____

My Commission Expiries: _____

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GRANTEE:

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

By: _____
Paul Jack Bispham, Chair

(Corporate Seal)

ATTEST:

By: _____
John E. Hall, Secretary

Approved as to Form and Legality

By:_____
Office of General Counsel

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 _____, 202__, by Paul Jack Bispham, Chair and John E. Hall, as Secretary of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District, who are personally known to me.

(Notary Seal)

_____
Notary Public

Print Name: _____

Commission No: _____

My Commission Expires: _____

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Governing Board Meeting
September 22, 2026

6. REGULATION COMMITTEE

6.1 **Discussion:** Consent Item(s) Moved to Discussion 213

6.2 **Discussion:** Information Item: Hydrologic Conditions Report 214

6.3 **Discussion:** Action Item: Extend Modified Phase III Water Shortage Order SWF 25-015 215

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REGULATION COMMITTEE

September 22, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:
Michelle Hopkins, P.E., Division Director, Regulation Division

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REGULATION COMMITTEE

September 22, 2026

Discussion: Information Item: Hydrologic Conditions Report

- August is the third month of the four-month wet season (June through September). Rainfall was variable across the District, with some areas receiving well-above-normal totals while others remained dry.
- **Rainfall:** Provisional (August 1-31) rainfall totals were normal in all three regions of the District. The Districtwide 12-month cumulative rainfall total remained steady when compared to July, ending the month at a deficit of 15.17 inches below the long-term historical average.
- **Streamflow:** Regional streamflow increased at all twelve monitoring stations compared to last month. Four stations reported much-below-normal flow, while three reported below-normal flow and five reported normal flow. Regional streamflow, based on three index rivers, remained much-below-normal in the northern and southern regions of the District, while it improved slightly to below-normal in the central region.
- **Groundwater:** Regional aquifer-level percentiles showed small increases in the northern and central regions of the District, while the southern region recorded no change compared to last month. Regional aquifer-level percentiles ended the month within the below-normal range across the three District regions.
- **Lake Levels:** Regional lake levels improved slightly in all four lake regions across the District compared to last month. Average lake levels ended the month below normal in the Northern, Tampa Bay, Polk Uplands and Lake Wales Ridge regions.
- **Overall:** Rainfall for August was spatially variable across the District, resulting in small increases or no changes in most regional hydrologic indicator responses, and it was not enough to overcome the long-term deficit. The National Oceanic and Atmospheric Administration (NOAA) predicts above-normal rainfall moving into the fall and winter, due to El Niño conditions. Consistent above-average rainfall is needed to improve overall hydrologic conditions.

Strategic Plan
District Strategic Plan Water Resources Planning and Monitoring Core Business Process

Exhibits
None.

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

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REGULATION COMMITTEE

September 22, 2026

Discussion: Action Item: Extend Modified Phase III Water Shortage Order SWF 25-015

On November 18, 2025, the Governing Board issued Water Shortage Order No. SWF 25-015, declaring a Phase I water shortage for the portions of Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter counties located within the District. On January 27, 2026, the Governing Board issued a modification to Water Shortage Order No. SWF 25-015 declaring a modified Phase II water shortage. On March 24, 2026, the Governing Board issued a second modification to Water Shortage Order No. SWF 25-015 declaring a modified Phase III water shortage for the areas listed above. On June 23, 2026, the Governing Board issued the third modification to Water Shortage Order No. SWF 25-015 extending the modified Phase III water shortage for the areas listed above to October 1, 2026.

Since the issuance of the modified Phase III Water Shortage Order No. SWF 25-015, the District has continued to monitor conditions according to the Plan.

As of September 1, 2026, within the Districts northern counties, four Drought Indicators are classified as Extremely Abnormal, one Drought Indicator is classified as Severely Abnormal, and one Drought Indicator is classified as Critically Abnormal. Within the Districts central counties, four Drought Indicators are classified as Severely Abnormal, one Drought Indicator is classified as Extremely Abnormal, and three Drought Indicators are classified as Critically Abnormal. Within the Districts southern counties, one Drought Indicator is classified as Severely Abnormal, and four Drought Indicators are classified as Critically Abnormal.

As a result of the conditions described above and the low capacity of regional water supplies, staff recommendation is to maintain modified Phase III restrictions and extend the expiration date of the Water Shortage Order through March 31, 2027, unless extended, modified, or rescinded by the Executive Director or Governing Board prior to that date.

Benefits
Helps ensure continued availability of water supply for reasonable beneficial uses during dry conditions.

Strategic Plan
A Water Shortage Order supports the Districts core mission of ensuring water supply and protecting natural systems.

Exhibit
Draft Copy of Fourth Modification to Water Shortage Order

Staff Recommendation:

- Approve the Fourth Modification to Water Shortage Order No. SWF 25-015.
- Authorize the Executive Director to enter an order reducing or rescinding Water Shortage Order No. SWF 25-015 prior to March 31, 2027, if necessary.

Presenter:
April D. Breton, Bureau Chief, Water Use Permit Bureau

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

IN RE:

DECLARATION OF MODIFIED PHASE III WATER SHORTAGE
IN CHARLOTTE, CITRUS, DESOTO, HARDEE, HERNANDO, HIGHLANDS,
HILLSBOROUGH, LAKE, LEVY, MANATEE, MARION, PASCO, PINELLAS,
POLK, SARASOTA, AND SUMTER COUNTIES

_____

FOURTH MODIFICATION TO WATER SHORTAGE ORDER NO. SWF 25-015

During a public hearing held at its regularly scheduled meeting on September 22, 2026, at the Southwest Florida Water Management District's (District) Office in Tampa, Florida, the District's Governing Board received data and recommendations from District staff and provided an opportunity for public comment regarding hydrologic conditions and other pertinent facts regarding the ongoing water shortage within the District. Based upon testimony, data, staff recommendations, and public comment, the Governing Board makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. On November 18, 2025, the Governing Board issued Water Shortage Order No. SWF 25-015, declaring a Phase I water shortage for the portions of Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter Counties located within the District. The Water Shortage Order was set to expire on July 1, 2026.

2. On January 27, 2026, the Governing Board issued the First Modification to Water Shortage Order No. SWF 25-015, declaring a Modified Phase II water shortage for the same geographical area. The First Modification to Water Shortage Order No. SWF 25-015 maintained the original July 1, 2026, expiration date unless extended, modified, or rescinded by the Governing Board prior to that date.

3. On March 24, 2026, the Governing Board issued the Second Modification to Water Shortage Order No. 25-015, declaring a Modified Phase III water shortage for the same geographic area. The Second Modification to Water Shortage Order No. SWF 25-015 also maintained the original July 1, 2026, expiration date.

4. On June 23, 2026, the Governing Board issued the Third Modification to Water Shortage Order No. 25-015, extending the expiration date for Water Shortage Order No. 25-015 to October 1, 2026. All other provisions of the order remained unchanged. A copy of the Third Modification to Water Shortage Order No. 25-015 is attached hereto as Exhibit "1."

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5. The District's Water Shortage Plan (Plan), adopted as Chapter 40D-21, Florida Administrative Code (F.A.C.), specifies that the District will collect water resource data and water demand data to evaluate Drought Indicators, current regional lake levels, current and recent U.S. Drought Monitor values, current precipitation outlooks, and public supply storage status.

6. Since the issuance of the Third Modification to Water Shortage Order No. SWF 25-015, the District has continued to monitor conditions in accordance with the Plan. The factors the District uses to evaluate hydrologic conditions continue to show abnormal conditions across the District's entire jurisdiction.

7. As of September 1, 2026, within the District's northern counties, the 12-month moving sum for rainfall was at the 6th percentile (Extremely Abnormal), the 24-month moving sum for rainfall was at the 7th percentile (Extremely Abnormal), the 8-week moving average streamflow for the Withlacoochee River at Holder was at the 3rd percentile (critically abnormal), the 7-day average streamflow of the Withlacoochee River at Holder was at the 8th percentile (Extremely Abnormal), the 7-day average streamflow of the Withlacoochee River at Trilby was at the 7th percentile (Extremely Abnormal), and the Aquifer Resource Indicator for the District's northern counties was at the 21st percentile (severely abnormal).

8. As of September 1, 2026, within the District's central counties, the 12-month moving sum for rainfall was at the 1st percentile (Critically Abnormal), the 24-month moving sum for rainfall was at the 10th percentile (Extremely Abnormal), the 8-week moving average streamflow for the Hillsborough River at Zephyrhills was at the 14th percentile (Severely Abnormal), the 7-day average streamflow for the Hillsborough River at Zephyrhills was at the 13th percentile (Severely Abnormal), the 8-week moving average streamflow for the Alafia River at Lithia was at the 20th percentile (Severely Abnormal), the 7-day average streamflow for the Alafia River at Lithia was at the 13th percentile (Severely Abnormal), the 8-week moving average streamflow for the Peace River at Bartow was at the 4th percentile (Critically Abnormal), the 7-day average streamflow for the Peace River at Bartow was at the 3rd percentile (Critically Abnormal), and the Aquifer Resource Indicator for the District's central counties was at the 23rd percentile (moderately abnormal).

9. As of September 1, 2026, within the District's southern counties, the 12-month moving sum for rainfall was the lowest value on record (Critically Abnormal), the 24-month moving sum for rainfall was at the 2nd percentile (Critically Abnormal), the 8-week moving average streamflow for the Peace River at Arcadia was at the 2nd percentile (Critically Abnormal), the 7-day average streamflow of the Peace River at Arcadia was at the 2nd percentile (Critically Abnormal), and Aquifer Resource Indicator for the District's southern counties was at the 13th percentile (Severely Abnormal).

10. As of August 31, 2026, Tampa Bay Water's C.W. Bill Young Regional Reservoir was at 4.1 billion gallons out of a maximum capacity of 15.5 billion gallons, and as of August 30, 2026, the Peace River Manasota Regional Water Supply Authority ("Authority") had a total of 9.9 billion gallons stored in its two reservoirs and two ASR

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wellfields. The capacities of the Authority's two reservoirs together are 6.625 billion gallons, and the capacity of the ASR wellfields together is 10 billion gallons.

11. The above-described circumstances warrant that the District require the general public, local governments, water utilities, and other water users within the affected areas to take prudent actions and minimize water use.

CONCLUSIONS OF LAW

12. Pursuant to Section 373.246(2), Florida Statutes (F.S.), the Governing Board by order may declare the existence of a Water Shortage within all or part of the District when insufficient water is or will be available to meet the present and anticipated requirements of the users or when conditions are such as to require temporary reduction in total use within the area to protect water resources from serious harm.

13. Section 373.246(3), F.S., provides that, in accordance with the Plan, the Governing Board may impose such restrictions as may be necessary to protect the water resources of the area from serious harm and to restore them to their previous condition.

14. The Plan requires the District to assign a Water Shortage Phase based upon consideration of the following factors:

a. Drought Indicators and Drought Condition Levels;
b. Current regional lake levels, current and recent U.S. Drought Monitor values, current precipitation outlooks, and public supply storage status;
c. Seasonal characterizations of collected data;
d. The relative impact of withdrawals used to supply various categories of water uses on the affected Source Class(es) and any specific water body for which the shortage is declared;
e. The availability and practicality of alternative sources for each category of water user;
f. To the degree practical, how the District can implement phased restrictions and other required actions in a manner that distributes the burden of the required actions equitably among water users, relative to their impact on the affected Source Class(es) and specific water bodies experiencing the Water Shortage;
g. The potential for serious harm to natural systems as a result of the drought or other Water Shortage;
h. The appropriate geographic scope of potential water use restrictions and other required actions, relative to the affected source;
i. The effectiveness of current and potential water use restrictions and other required actions in containing or reducing water use to protect the affected source; and
j. Any adverse impact of current and potential water use restrictions and other required actions on public health, safety and welfare.

This document complies with WCAG 2.2 AA standards

15. Based upon consideration of all relevant information, a Modified Phase III Water Shortage exists throughout all counties within the jurisdiction of the District.

16. Based upon the foregoing, it is hereby **ORDERED**:

a. SWF Order No. 25-015, as modified on June 23, 2026, is hereby further modified as follows:

i. Water Shortage Order No. SWF 25-015 shall remain in effect through March 31, 2027, unless extended, modified, or rescinded by the Governing Board or Executive Director prior to that date.

b. Except as modified herein, all other provisions of the District's Year-Round Water Conservation Measures provided in Chapter 40D-22, F.A.C., shall remain in full force and effect.

c. Water shortage declarations and restrictions enacted prior to this Order by county and city officials affecting their local jurisdictions (Local Action) that are at least as restrictive as this Order are hereby ratified and are authorized to continue in effect according to their terms. In the event a Local Action is less restrictive than this Order, this Order shall supersede the Local Action, unless the county or city officials obtain a variance or waiver from this Order from the District.

d. Pursuant to Section 373.609, F.S., and Rule 40D-21.421, F.A.C., county and city officials and all law enforcement authorities shall assist the Governing Board in the enforcement of the provisions of this Order.

DONE AND ORDERED in Hillsborough County, Florida, on this 22nd day of September, 2026.

Approved as to Legal Form & Content

_____
Attorney

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Jack Bispham, Chair

(Seal)

Filed this _____ day of _____, 2026.

_____
Deputy Agency Clerk

This document complies with WCAG 2.2 AA standards

NOTICE OF RIGHTS

Persons whose substantial interests are affected may petition for an administrative hearing in accordance with Sections 120.569 and 120.57, F.S., and Chapter 28-106, Florida Administrative Code (F.A.C.). A request for a hearing must: 1) explain how the petitioner's or other person's substantial interests will be affected by the District's action; 2) state all material facts disputed by the petitioner or other person, or state that there are no disputed facts; and 3) otherwise comply with Chapter 28-106, F.A.C.

A request for hearing must be filed with and received by the Agency Clerk at the District's Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637-6759, or by facsimile transmission to the Agency Clerk at (813) 367-9776, within twenty-one (21) days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or any other person may have to request a hearing under Sections 120.569 and 120.57, F.S.

Mediation pursuant to Section 120.573, F.S., and Rule 28-106.111, F.A.C., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

In accordance with subsection 120.569(1), F.S., the following additional administrative or judicial review may be available.

A party who is adversely affected by final agency action may seek review of the action in the appropriate District Court of Appeal pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, within thirty (30) days after the rendering of the final action by the District.

This document complies with WCAG 2.2 AA standards

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

IN RE:

DECLARATION OF MODIFIED PHASE III WATER SHORTAGE
IN CHARLOTTE, CITRUS, DESOTO, HARDEE, HERNANDO, HIGHLANDS, HILLSBOROUGH, LAKE, LEVY, MANATEE, MARION, PASCO, PINELLAS, POLK, SARASOTA, AND SUMTER COUNTIES

THIRD MODIFICATION TO WATER SHORTAGE ORDER NO. SWF 25-015

During a public hearing held at its regularly scheduled meeting on June 23, 2026, at the Southwest Florida Water Management District's (District) Office in Brooksville, Florida, the District's Governing Board received data and recommendations from District staff and provided an opportunity for public comment regarding hydrologic conditions and other pertinent facts regarding a developing water shortage within a portion of the District. Based upon testimony, data, staff recommendations, and public comment, the Governing Board makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. On November 18, 2025, the Governing Board issued Water Shortage Order No. SWF 25-015, declaring a Phase I water shortage for the portions of Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter Counties located within the District. The Water Shortage Order was set to expire on July 1, 2026.

2. On January 27, 2026, the Governing Board issued the First Modification to Water Shortage Order No. SWF 25-015, declaring a Modified Phase II water shortage for the same geographical area. The First Modification to Water Shortage Order No. SWF 25-015 maintained the original July 1, 2026, expiration date unless extended, modified, or rescinded by the Governing Board prior to that date.

3. On March 24, 2026, the Governing Board issued the Second Modification to Water Shortage Order No. 25-015, declaring a Modified Phase III water shortage for the same geographic area. The Second Modification to Water Shortage Order No. SWF 25-015 also maintained the original July 1, 2026, expiration date. A copy of the Second Modification to Water Shortage Order No. 25-015 is attached hereto as Exhibit "1."

4. The District's Water Shortage Plan (Plan), adopted as Chapter 40D-21, Florida Administrative Code (F.A.C.), specifies that the District will collect water resource data and water demand data to evaluate Drought Indicators, current regional lake levels, current and recent U.S. Drought Monitor values, current precipitation outlooks, and public supply storage status.

This document complies with WCAG 2.2 AA standards

5. Since the issuance of the Second Modification to Water Shortage Order No. SWF 25-015, the District has continued to monitor conditions in accordance with the Plan. The factors the District uses to evaluate hydrologic conditions continue to show abnormal conditions across the District's entire jurisdiction.

6. As of June 1, 2026, within the District's northern counties, the 12-month moving sum for rainfall was at the 9th percentile (Extremely Abnormal), the 24-month moving sum for rainfall was at the 16th percentile (Severely Abnormal), and the 7-day average streamflow of the Withlacoochee River at Holder was at the 17th percentile (Moderately Abnormal).

7. As of June 1, 2026, within the District's central counties, the 12-month moving sum for rainfall was at the 12th percentile (Severely Abnormal).

8. As of June 1, 2026, within the District's southern counties, the 12-month moving sum for rainfall was at the 7th percentile (Extremely Abnormal), the 7-day average streamflow of the Peace River at Arcadia was at the 15th percentile (Severely Abnormal), and the 24-month moving sum for rainfall was at the 24th percentile (Moderately Abnormal).

9. As of June 1, 2026, Tampa Bay Water's C.W. Bill Young Regional Reservoir was at 3.38 billion gallons out of a maximum capacity of 15.5 billion gallons, and the Peace River Manasota Regional Water Supply Authority ("Authority") had a total of 3.26 billion gallons out of a maximum capacity of 6.625 billion gallons.

10. The above-described circumstances warrant that the District require the general public, local governments, water utilities, and other water users within the affected areas to take prudent actions and minimize water use.

CONCLUSIONS OF LAW

11. Pursuant to Section 373.246(2), Florida Statutes (F.S.), the Governing Board by order may declare the existence of a Water Shortage within all or part of the District when insufficient water is or will be available to meet the present and anticipated requirements of the users or when conditions are such as to require temporary reduction in total use within the area to protect water resources from serious harm.

12. Section 373.246(3), F.S., provides that, in accordance with the Plan, the Governing Board may impose such restrictions as may be necessary to protect the water resources of the area from serious harm and to restore them to their previous condition.

13. The Plan requires the District to assign a Water Shortage Phase based upon consideration of the following factors:

a. Drought Indicators and Drought Condition Levels;
b. Current regional lake levels, current and recent U.S. Drought Monitor values, current precipitation outlooks, and public supply storage status;
c. Seasonal characterizations of collected data;

This document complies with WCAG 2.2 AA standards

d. The relative impact of withdrawals used to supply various categories of water uses on the affected Source Class(es) and any specific water body for which the shortage is declared;
e. The availability and practicality of alternative sources for each category of water user;
f. To the degree practical, how the District can implement phased restrictions and other required actions in a manner that distributes the burden of the required actions equitably among water users, relative to their impact on the affected Source Class(es) and specific water bodies experiencing the Water Shortage;
g. The potential for serious harm to natural systems as a result of the drought or other Water Shortage;
h. The appropriate geographic scope of potential water use restrictions and other required actions, relative to the affected source;
i. The effectiveness of current and potential water use restrictions and other required actions in containing or reducing water use to protect the affected source; and
j. Any adverse impact of current and potential water use restrictions and other required actions on public health, safety and welfare.

14. Based upon consideration of all relevant information, a Modified Phase III Water Shortage exists throughout all counties within the jurisdiction of the District.

15. Based upon the foregoing, it is hereby **ORDERED**:

a. SWF Order No. 25-015 is hereby modified as follows:

i. A modified Phase III "Extreme Water Shortage," as defined in the Plan, is declared for Citrus, Desoto, Hardee, Hernando, Hillsborough, Manatee, Pasco, Pinellas, and Sarasota counties and the portions of Charlotte, Highlands, Lake, Levy, Marion, Polk and Sumter counties located within the District.

ii. The Phase III Water Shortage restrictions and other requirements provided in Rule 40D-21.641, F.A.C. shall go into effect on July 1, 2026, for all water uses in areas subject to District restrictions, superseding any less stringent provisions of Chapter 40D-22, F.A.C. and Chapter 40D-21, F.A.C. A copy of Rule 40D-21.641 is attached hereto as Exhibit "2."

iii. The hour-based watering restrictions provided in Rule 40D-21.641(6)(c)9., F.A.C., limiting irrigation of "normal irrigation" to the hours of midnight to 8:00 a.m. or 6:00 p.m. to 11:59 p.m. are hereby modified for the duration of this Order to allow "normal irrigation" only between the hours of 12:00 a.m. and 4:00 a.m. or between 8:00 p.m. and 11:59 p.m. Properties less than one acre in size or with fewer than 11 irrigation zones shall use only one of the two available watering times.

This document complies with WCAG 2.2 AA standards

b. Water Shortage Order No. SWF 25-015, as amended herein, shall remain in effect through October 1, 2026, unless extended, modified, or rescinded by the Governing Board prior to that date.

c. Except as modified herein, all other provisions of the District's Year-Round Water Conservation Measures provided in Chapter 40D-22, F.A.C., shall remain in full force and effect.

d. Water shortage declarations and restrictions enacted prior to this Order by county and city officials affecting their local jurisdictions (Local Action) that are at least as restrictive as this Order are hereby ratified and are authorized to continue in effect according to their terms. In the event a Local Action is less restrictive than this Order, this Order shall supersede the Local Action, unless the county or city officials obtain a variance or waiver from this Order from the District.

e. Pursuant to Section 373.609, F.S., and Rule 40D-21.421, F.A.C., county and city officials and all law enforcement authorities shall assist the Governing Board in the enforcement of the provisions of this Order.

DONE AND ORDERED in Hernando County, Florida, on this 23rd day of June, 2026.

Approved as to Legal Form & Content

Attorney

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Paul J. Bispham, Chair

(Seal)

Filed this 24th day of June, 2026.

Deputy Agency Clerk

This document complies with WCAG 2.2 AA standards

NOTICE OF RIGHTS

Persons whose substantial interests are affected may petition for an administrative hearing in accordance with Sections 120.569 and 120.57, F.S., and Chapter 28-106, Florida Administrative Code (F.A.C.). A request for a hearing must: 1) explain how the petitioner's or other person's substantial interests will be affected by the District's action; 2) state all material facts disputed by the petitioner or other person, or state that there are no disputed facts; and 3) otherwise comply with Chapter 28-106, F.A.C.

A request for hearing must be filed with and received by the Agency Clerk at the District's Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637-6759, or by facsimile transmission to the Agency Clerk at (813) 367-9776, within twenty-one (21) days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or any other person may have to request a hearing under Sections 120.569 and 120.57, F.S.

Mediation pursuant to Section 120.573, F.S., and Rule 28-106.111, F.A.C., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

In accordance with subsection 120.569(1), F.S., the following additional administrative or judicial review may be available.

A party who is adversely affected by final agency action may seek review of the action in the appropriate District Court of Appeal pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, within thirty (30) days after the rendering of the final action by the District.

This document complies with WCAG 2.2 AA standards

EX. 1

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

IN RE:

DECLARATION OF MODIFIED PHASE III WATER SHORTAGE
IN CHARLOTTE, CITRUS, DESOTO, HARDEE, HERNANDO, HIGHLANDS, HILLSBOROUGH, LAKE, LEVY, MANATEE, MARION, PASCO, PINELLAS, POLK, SARASOTA, AND SUMTER COUNTIES

SECOND MODIFICATION TO WATER SHORTAGE ORDER NO. SWF 25-015

During a public hearing held at its regularly scheduled meeting on March 24, 2026, at the Southwest Florida Water Management District's (District) Tampa Service Office in Tampa, Florida, the District's Governing Board received data and recommendations from District staff and provided an opportunity for public comment regarding hydrologic conditions and other pertinent facts regarding a developing water shortage within a portion of the District. Based upon testimony, data, staff recommendations, and public comment, the Governing Board makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. On November 18, 2025, the Governing Board issued Water Shortage Order No. SWF 25-015, declaring a Phase I water shortage for the portions of Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter Counties located within the District.

2. On January 27, 2026, the Governing Board issued the First Modification to Water Shortage Order No. 25-015, declaring a Modified Phase II water shortage for the same geographical area. A copy of the First Modification to Water Shortage Order No. 25-015 is attached hereto as Exhibit "1." The First Modification to Water Shortage Order No. 25-015 provides that it will remain in effect until July 1, 2026, unless extended, modified, or rescinded by the Governing Board prior to that date.

3. The District's Water Shortage Plan (Plan), adopted as Chapter 40D-21, Florida Administrative Code (F.A.C.), specifies that the District will collect water resource data and water demand data to evaluate Drought Indicators, current regional lake levels, current and recent U.S. Drought Monitor values, current precipitation outlooks, and public supply storage status.

4. Since the issuance of the First Modification to Water Shortage Order No. SWF 25-015: the District has continued to monitor conditions in accordance with the Plan. The factors the District uses to evaluate hydrologic conditions continue to show abnormal conditions across the District's entire jurisdiction.

This document complies with WCAG 2.2 AA standards

5. As of March 2, 2026, within the District's northern counties one Drought Indicator was classified as Critically Abnormal, one Drought Indicator was classified as Extremely Abnormal, and four Drought Indicators were classified as Severely Abnormal. Specifically, the 12-month moving sum for rainfall was at the 3rd percentile, the 8-week moving average streamflow of the Withlacoochee River at Holder was at the 10th percentile, the 24-month moving sum for rainfall was at the 14th percentile, the 7-day average streamflow of the Withlacoochee River at Holder was at the 17th percentile, the 7-day average streamflow of the Withlacoochee River at Trilby was at the 19th percentile, and the aquifer resource indicator for the District's northern counties was at the 18th percentile.

6. As of March 2, 2026, within the District's central counties one Drought Indicator was classified as Critically abnormal, and two Drought Indicators were classified as Extremely Abnormal. Specifically, the 12-month moving sum for rainfall was at the 5th percentile, the 8-week moving average streamflow of the Alafia River at Lithia was at the 8th percentile, and the 7-day average streamflow of the Alafia River at Lithia was at the 10th percentile.

7. As of March 2, 2026, within the District's southern counties one Drought Indicator was classified as Critically Abnormal, one Drought Indicator was classified as Extremely Abnormal, and three Drought Indicators were classified as Severely Abnormal. Specifically, the 12-month moving sum for rainfall was at the 2nd percentile, the 24-month moving sum for rainfall was at the 9th percentile, the 8-week moving average streamflow of the Peace River at Arcadia was at the 13th percentile, the 7-day average streamflow of the Peace River at Arcadia was at the 16th percentile, and the aquifer resource indicator for the District's southern counties was at the 14th percentile.

8. As of March 1, 2026, Tampa Bay Water's C.W. Bill Young Regional Reservoir was at 7.15 billion gallons out of a maximum capacity of 15.5 billion gallons. Also as of March 1, 2026, the Peace River Manasota Regional Water Supply Authority ("Authority") had a total of 11.1 billion gallons stored across two reservoirs and two Aquifer Storage and Recovery ("ASR") wellfields. The capacities of the Authority's two reservoirs together are 6.625 billion gallons, and the capacity of the ASR wellfields together is 10 billion gallons.

9. The above-described circumstances warrant that the District require the general public, local governments, water utilities, and other water users within the affected areas to take prudent actions and minimize water use.

CONCLUSIONS OF LAW

10. Pursuant to Section 373.246(2), Florida Statutes (F.S.), the Governing Board by order may declare the existence of a Water Shortage within all or part of the District when insufficient water is or will be available to meet the present and anticipated requirements of the users or when conditions are such as to require temporary reduction in total use within the area to protect water resources from serious harm.

This document complies with WCAG 2.2 AA standards

11. Section 373.246(3), F.S., provides that, in accordance with the Plan, the Governing Board may impose such restrictions as may be necessary to protect the water resources of the area from serious harm and to restore them to their previous condition.

12. The Plan requires the District to assign a Water Shortage Phase based upon consideration of the following factors:

a. Drought Indicators and Drought Condition Levels;
b. Current regional lake levels, current and recent U.S. Drought Monitor values, current precipitation outlooks, and public supply storage status;
c. Seasonal characterizations of collected data;
d. The relative impact of withdrawals used to supply various categories of water uses on the affected Source Class(es) and any specific water body for which the shortage is declared;
e. The availability and practicality of alternative sources for each category of water user;
f. To the degree practical, how the District can implement phased restrictions and other required actions in a manner that distributes the burden of the required actions equitably among water users, relative to their impact on the affected Source Class(es) and specific water bodies experiencing the Water Shortage;
g. The potential for serious harm to natural systems as a result of the drought or other Water Shortage;
h. The appropriate geographic scope of potential water use restrictions and other required actions, relative to the affected source;
i. The effectiveness of current and potential water use restrictions and other required actions in containing or reducing water use to protect the affected source; and
j. Any adverse impact of current and potential water use restrictions and other required actions on public health, safety and welfare.

13. Based upon consideration of all relevant information, a Modified Phase III Water Shortage exists throughout all counties within the jurisdiction of the District.

14. Based upon the foregoing, it is hereby **ORDERED**:

a. SWF Order No. 2025-015 is hereby modified as follows:

i. A modified Phase III "Extreme Water Shortage," as defined in the Plan, is declared for Citrus, Desoto, Hardee, Hernando, Hillsborough, Manatee, Pasco, Pinellas, and Sarasota counties and the portions of Charlotte, Highlands, Lake, Levy, Marion, Polk and Sumter counties located within the District.

ii. The Phase III Water Shortage restrictions and other requirements provided in Rule 40D-21.641, F.A.C. shall go into effect on April 3, 2026, for all water uses in areas subject to District restrictions, superseding

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any less stringent provisions of Chapter 40D-22, F.A.C. and Chapter 40D-21, F.A.C. A copy of Rule 40D-21.641 is attached hereto as Exhibit "2."

iii. The hour-based watering restrictions provided in Rule 40D-21.641(6)(c)9., F.A.C., limiting irrigation of "normal irrigation" to the hours of midnight to 8:00 a.m. or 6:00 p.m. to 11:59 p.m. are hereby modified for the duration of this Order to allow "normal irrigation" only between the hours of 12:00 a.m. and 4:00 a.m. or between 8:00 p.m. and 11:59 p.m. Properties less than one acre in size or with fewer than 11 irrigation zones shall use only one of the two available watering times.

b. Water Shortage Order No. SWF 25-015, as amended herein, shall remain in effect through July 1, 2026, unless extended, modified, or rescinded by the Governing Board prior to that date.

c. Except as modified herein, all other provisions of the District's Year-Round Water Conservation Measures provided in Chapter 40D-22, F.A.C., shall remain in full force and effect.

d. Water shortage declarations and restrictions enacted prior to this Order by county and city officials affecting their local jurisdictions (Local Action) that are at least as restrictive as this Order are hereby ratified and are authorized to continue in effect according to their terms. In the event a Local Action is less restrictive than this Order, this Order shall supersede the Local Action, unless the county or city officials obtain a variance or waiver from this Order from the District.

e. Pursuant to Section 373.609, F.S., and Rule 40D-21.421, F.A.C., county and city officials and all law enforcement authorities shall assist the Governing Board in the enforcement of the provisions of this Order.

DONE AND ORDERED in Hillsborough County, Florida, on this 24th day of March, 2026.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
John Mitten, Chair

(Seal)

Approved as to Legal Form & Content

_____
Attorney

This document complies with WCAG 2.2 AA standards

Filed this 24th day of
March, 2026.

Deputy Agency Clerk

This document complies with WCAG 2.2 AA standards

NOTICE OF RIGHTS

Persons whose substantial interests are affected may petition for an administrative hearing in accordance with Sections 120.569 and 120.57, F.S., and Chapter 28-106, Florida Administrative Code (F.A.C.). A request for a hearing must: 1) explain how the petitioner's or other person's substantial interests will be affected by the District's action; 2) state all material facts disputed by the petitioner or other person, or state that there are no disputed facts; and 3) otherwise comply with Chapter 28-106, F.A.C.

A request for hearing must be filed with and received by the Agency Clerk at the District's Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637-6759, or by facsimile transmission to the Agency Clerk at (813) 367-9776, within twenty-one (21) days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or any other person may have to request a hearing under Sections 120.569 and 120.57, F.S.

Mediation pursuant to Section 120.573, F.S., and Rule 28-106.111, F.A.C., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

In accordance with subsection 120.569(1), F.S., the following additional administrative or judicial review may be available.

A party who is adversely affected by final agency action may seek review of the action in the appropriate District Court of Appeal pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, within thirty (30) days after the rendering of the final action by the District.

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Governing Board Meeting

September 22, 2026

7. GENERAL COUNSEL'S REPORT

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7.2 **Discussion:** Information Item: Knowledge Management: Conduct of Board Meetings Policy 233

7.3 **Discussion:** Action Item: Affirm Governing Board Committee Actions 242

This document complies with WCAG 2.2 AA standards

GENERAL COUNSEL'S REPORT

September 22, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:
Christopher A. Tumminia, General Counsel, Office of General Counsel

This document complies with WCAG 2.2 AA standards

GENERAL COUNSEL'S REPORT

September 22, 2026

Discussion: Information Item: Knowledge Management: Conduct of Board Meetings Policy

The Conduct of Board Meetings Policy clarifies and facilitates the process of conducting Governing Board meetings. The proposed revisions clarify how members of the public may address the Governing Board on an agenda item. Specifically, the revised policy requires members of the public who wish to speak on an agenda item to submit a request to speak before the item is presented to the Board for discussion. The revised policy further clarifies that public comment will be taken after each presentation and the Committee Chair retains discretion to accommodate requests to speak submitted after that point.

The proposed revisions are intended to promote the orderly and efficient conduct of Board meetings while continuing to provide members of the public a reasonable opportunity to be heard on matters before the Board.

The attached exhibits show the proposed policy changes.

Strategic Plan
This item supports the Core Business Process for Knowledge Management as outlined in the District's Strategic Plan.

Exhibits
Exhibit 1 – Governing Board Policy (Clean)
Exhibit 2 – Governing Board Policy (Redline)

Staff Recommendation:
This item is for the Board's information only, and no action is required.

Presenter:
Christopher A. Tumminia, General Counsel, Office of General Counsel

This document complies with WCAG 2.2 AA standards

EXHIBIT 1

DRAFT

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Conduct of Board Meetings

Document Owner: Communications and Board Services Bureau Chief

Approved By: Board Chair

Effective Date: MM/DD/YYYY

Supersedes: 07/23/2024

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PURPOSE

The purpose of this policy is to clarify and facilitate the process of conducting Governing Board meetings.

SCOPE

This policy applies to Governing Board members.

AUTHORITY

Chapter 373.079, Florida Statutes (F.S.)

DEFINITIONS

N/A

STANDARDS

Section 286.011, Florida Statutes
Roberts, H.M. *Robert's Rules of Order Newly Revised*

POLICY

1) All Board meetings will be conducted in a manner consistent with the current edition of *Robert's Rules of Order Newly Revised* to the greatest extent practicable, unless specified otherwise by law or this policy. The District's General Counsel shall be the official interpreter of Robert's Rules of Order.

This document complies with WCAG 2.2 AA standards

2) Parliamentary procedures should be applied and interpreted so as to permit a majority of the Board to accomplish its ultimate purpose within a reasonable period of time, allowing the minority reasonable opportunity to express its views on an issue.
3) The Board may conduct meetings by means of communications media technology in accordance with section 373.079(7), Florida Statutes.
4) A majority of the appointed members of the Governing Board shall constitute a quorum, whether in person or participating by means of communications media technology. Action may be taken by the Governing Board upon an affirmative vote of a majority of the members present and eligible to vote unless otherwise required by law. A member of the Governing Board who is present at a Governing Board meeting at which an official decision, ruling, or action is to be taken may not abstain from voting on any action item unless there is, or appears to be, a possible conflict of interest as provided for by Sections 112.311, 112.313, or 112.3143, F.S.
5) The chair shall preside at all Board meetings unless a committee chair has been designated to preside over a portion of the meeting. An officer may not preside over a meeting while participating by means of communications media technology. If the chair is unable to preside, the vice chair shall preside. If both the chair and vice chair are unable to preside, the secretary shall preside. If the chair, vice chair, and secretary are unable to preside, the treasurer shall preside.
6) No Board member shall speak to a subject under discussion or introduce a motion without recognition by the chair. When more than one member requests recognition at the same time, the order of speakers will be decided as fairly as possible by the chair.
7) In order to facilitate meetings, individual Board members are encouraged to review all meeting materials and, when appropriate, to contact Executive staff before meetings to clarify any questions he/she may have.
8) It is the chair's prerogative, or by a majority vote of the members present, to limit debate by enacting the following: no Board member shall speak for more than five minutes at a time on an issue; and, no Board member shall speak more than twice on the same issue at the same meeting, and the member shall not speak the second time until all members who have not spoken to the issue who desire the floor have spoken for the first time. This policy will take effect when stated by the chair or acted on by a majority vote of the Board; the time limits cannot be applied retroactively to the beginning of a discussion.
9) No District matter may be officially acted on unless a motion has passed to take such action.
10) Members of the public shall be given a reasonable opportunity to be heard on a proposition before the Board. The opportunity to be heard need not occur at the same meeting at which the Governing Board takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which the Governing Board takes the official action. This section does not prohibit the presiding officer from maintaining orderly conduct or proper decorum in a Governing Board meeting. This section is also not applicable to the following:
    a. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Board to act.
    b. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations.
    c. A meeting that is exempt from Section 286.011, F.S.

This document complies with WCAG 2.2 AA standards

d. A meeting during which the Board is acting in a quasi-judicial capacity. This section does not affect the right of a person to be heard as otherwise provided by law.

11) Speaker cards for use by the public will be provided at all Board meetings. Prior to speaking, each individual desiring to address the Board shall fill out a speaker card provided by staff. Speaker cards must be submitted prior to the agenda item being presented to the Board for discussion; requests to speak submitted after that time may be accommodated at the discretion of the Committee Chair. Public comment will be taken after each presentation and before any Governing Board action. To ensure that all members of the public have an opportunity to speak, comments will be limited to three minutes per speaker. When appropriate, exceptions to the three-minute limit may be granted by the chair. If several individuals wish to speak on the same issue/topic, the designation of one spokesperson is recommended. An individual may designate a representative to speak for the individual on the speaker card. When an individual is present and designates a representative to speak for him/her, the representative speaker will be allowed an additional one minute of time in which to speak for each person present for whom he/she is speaking. A timer may be used at Board meetings to enforce the identified time limits for the audience.
12) The chair shall rule out of order any member of the public who speaks out of order or who fails to address the Board from the established speaker area. The chair shall also rule out of order any person who, in the chair's determination, is making coercive, threatening, or intimidating statements.
13) The chair shall be seated in the center seat of the dais, with the Executive Director (or other staff designee) seated at the immediate right of the chair to assist in facilitating the meeting. The vice chair shall be seated to the right of the Executive Director. The secretary shall be seated to the immediate left of the chair. The treasurer shall be seated to the left of the secretary. The balance of seating for the Board will be based on seniority. The most senior Board member will be seated to the right of the vice chair, the second most senior member will be seated to the left of the treasurer. The third most senior sits to the right of the first, the fourth most senior sits to the left of the second, and so on to accommodate the remainder of the members.

DISTRIBUTION
This Policy will be stored in the designated Governing Board Policy Repository.

REFERENCES
Section 286.011, Florida Statutes (Government in the Sunshine Law)
Robert’s Rules of Order Newly Revised

REVIEW PERIOD
This Policy will be reviewed every three years.

This document complies with WCAG 2.2 AA standards

DOCUMENT DETAILS

Document Name	Conduct of Board Meetings
Formerly Known As	N/A
Document Type	Policy
Author(s)	
Reviewing Stakeholder(s)	Office of General Counsel
Document Owner Name	Robyn Felix
Document Owner Title	Communications and Board Services Bureau Chief
Review Period (in days)	1095
Span of Control	Governing Board
Supersedes Date	07/23/2024
Effective Date	MM/DD/YYYY

APPROVAL

Paul J. Bispham
Chair

Date

DRAFT

This document complies with WCAG 2.2 AA standards

EXHIBIT 2

DRAFT

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Conduct of Board Meetings

Document Owner: Communications and Board Services Bureau Chief

Approved By: Board Chair

Effective Date: MM/DD/YYYY

Supersedes: 07/23/2024

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PURPOSE

The purpose of this policy is to clarify and facilitate the process of conducting Governing Board meetings.

SCOPE

This policy applies to Governing Board members.

AUTHORITY

Chapter 373.079, Florida Statutes (F.S.)

DEFINITIONS

N/A

STANDARDS

Section 286.011, Florida Statutes
Roberts, H.M. *Robert's Rules of Order Newly Revised*

POLICY

1) All Board meetings will be conducted in a manner consistent with the current edition of *Robert's Rules of Order Newly Revised* to the greatest extent practicable, unless specified otherwise by law or this policy. The District's General Counsel shall be the official interpreter of Robert's Rules of Order.

This document complies with WCAG 2.2 AA standards

2) Parliamentary procedures should be applied and interpreted so as to permit a majority of the Board to accomplish its ultimate purpose within a reasonable period of time, allowing the minority reasonable opportunity to express its views on an issue.
3) The Board may conduct meetings by means of communications media technology in accordance with section 373.079(7), Florida Statutes.
4) A majority of the appointed members of the Governing Board shall constitute a quorum, whether in person or participating by means of communications media technology. Action may be taken by the Governing Board upon an affirmative vote of a majority of the members present and eligible to vote unless otherwise required by law. A member of the Governing Board who is present at a Governing Board meeting at which an official decision, ruling, or action is to be taken may not abstain from voting on any action item unless there is, or appears to be, a possible conflict of interest as provided for by Sections 112.311, 112.313, or 112.3143, F.S.
5) The chair shall preside at all Board meetings unless a committee chair has been designated to preside over a portion of the meeting. An officer may not preside over a meeting while participating by means of communications media technology. If the chair is unable to preside, the vice chair shall preside. If both the chair and vice chair are unable to preside, the secretary shall preside. If the chair, vice chair, and secretary are unable to preside, the treasurer shall preside.
6) No Board member shall speak to a subject under discussion or introduce a motion without recognition by the chair. When more than one member requests recognition at the same time, the order of speakers will be decided as fairly as possible by the chair.
7) In order to facilitate meetings, individual Board members are encouraged to review all meeting materials and, when appropriate, to contact Executive staff before meetings to clarify any questions he/she may have.
8) It is the chair's prerogative, or by a majority vote of the members present, to limit debate by enacting the following: no Board member shall speak for more than five minutes at a time on an issue; and, no Board member shall speak more than twice on the same issue at the same meeting, and the member shall not speak the second time until all members who have not spoken to the issue who desire the floor have spoken for the first time. This policy will take effect when stated by the chair or acted on by a majority vote of the Board; the time limits cannot be applied retroactively to the beginning of a discussion.
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This document complies with WCAG 2.2 AA standards

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DISTRIBUTION
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REFERENCES
Section 286.011, Florida Statutes (Government in the Sunshine Law)
Robert's Rules of Order Newly Revised

REVIEW PERIOD
This Policy will be reviewed every three years.

This document complies with WCAG 2.2 AA standards

DOCUMENT DETAILS

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Review Period (in days)	1095
Span of Control	Governing Board
Supersedes Date	~~11/18/2014~~07/23/2024
Effective Date	MM/DD/YYYY

APPROVAL

~~Michelle Williamson~~Paul J. Bispham Date
Chair

DRAFT

This document complies with WCAG 2.2 AA standards

GENERAL COUNSEL'S REPORT

September 22, 2026

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

This document complies with WCAG 2.2 AA standards

COMMITTEE/LIAISON REPORTS

September 22, 2026

Discussion: Information Item: Industrial, Commercial & Institutional Advisory Committee

Staff Recommendation:
This item is for the Board's information only, and no action is required.

Presenter:
Brian Aungst, Board Member

This document complies with WCAG 2.2 AA standards

COMMITTEE/LIAISON REPORTS

September 22, 2026

Discussion: Information Item: Public Supply Advisory Committee

Staff Recommendation:
This item is for the Board's information only, and no action is required.

Presenter:
Robert Stern, Board Member

This document complies with WCAG 2.2 AA standards

EXECUTIVE DIRECTOR'S REPORT

September 22, 2026

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

This document complies with WCAG 2.2 AA standards

CHAIR'S REPORT

September 22, 2026

Discussion: Information Item: Chair's Report

Staff Recommendation:
This item is for the Board's information only, and no action is required.

Presenter:
Jack Bispham, Chair

This document complies with WCAG 2.2 AA standards

CHAIR'S REPORT

September 22, 2026

Discussion: Information Item: Employee Milestones

Presenter:
Jack Bispham, Chair

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September 2026 Milestones

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau
10	09/06/2016	Reed Putnall	Geohydrologic Data Manager	Brooksville	Data Collection
20	09/18/2006	Buddy Wood	Regulatory Support Bureau Chief	Tampa	Regulatory Support
20	09/18/2006	Rob McDaniel	Environmental Resource Permit Evaluation Manager	Tampa	Environmental Resource Permit
25	09/24/2001	Mary Beth McNeil	Assistant General Counsel	Tampa	Office of General Counsel
25	09/24/2001	Misty O'Neal	Business Process Analyst	Brooksville	Finance
30	09/30/1996	Karen Diez	Administrative Supervisor	Brooksville	Data Collection

This document complies with WCAG 2.2 AA standards

CHAIR'S REPORT

September 22, 2026

Discussion: Information Item: Executive Director's and Inspector General's Annual Evaluations

In accordance with Board Policy 710-2, the executive director and inspector general shall each present to the Governing Board a statement of accomplishments and each employee's goals for the current fiscal year. Through the statements, they each will summarize many of the District's achievements for the fiscal year and provide information on which the Governing Board can evaluate their performance.

After the September Governing Board meeting, each board member will have an opportunity to complete a separate performance input form for the executive director and the inspector general reflecting that Governing Board member's assessment of the employee's performance for the year. Those forms should be provided to Human Resources Office Chief, Teresa Jepma by October 12th. In accordance with Board Policy 710-2, the Human Resources Office shall compile and distribute a Performance Evaluation Summary from the forms submitted by the individual members.

Following distribution of the Performance Evaluation Summary, the Governing Board Chair shall draft the performance employee evaluation for the executive director and the Treasurer shall draft the employee evaluation for the inspector general. It is anticipated that the Governing Board will review, edit as appropriate, and approve the evaluations at the regularly scheduled October Board meeting.

Exhibits
None.

Staff Recommendation:
This item is for the Board's information only, and no action is required.

Presenter:
Jack Bispham, Chair

This document complies with WCAG 2.2 AA standards