

**TRANSFER AGREEMENT
BETWEEN
POLK REGIONAL WATER COOPERATIVE
AND
POLK COUNTY**

THIS TRANSFER AGREEMENT (the “Agreement”) shall be effective as of ____ day of _____, 20__, and is being entered into by and between the Polk Regional Water Cooperative (“Cooperative”), whose address is P.O. Box 9005, Bartow, Florida 33831 and Polk County (“Polk County”), a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, individually also referred to as a “Party” and collectively referred to as the “Parties.”

THE PURPOSE of this Agreement is to implement the Implementation Agreement entered into by the Parties and other members of the Cooperative with regard to the Southeast Wellfield Refund Cost.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged, the Parties hereby agree, stipulate and covenant as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings, unless the context clearly requires otherwise:

1.1 “Agreement” means this Transfer Agreement, as it may be amended or restated from time to time.

1.2 “Bill of Sale” means an instrument generally in that format which is attached hereto and identified as **Exhibit F**.

1.3 “Implementation Agreement” mean the Second Amended and Restated Project Implementation Agreement for the Southeast Wellfield entered into by the Cooperative, the City of Auburndale, the City of Bartow, the City of Davenport, the City of Eagle Lake, the City of

Fort Meade, the City of Haines City, the City of Lake Alfred, the City of Lake Wales, the City of Lakeland, the City of Mulberry, the City of Winter Haven, the Town of Dundee, the Town of Lake Hamilton, Polk City and Polk County on or about July 13, 2022.

1.4 “Cooperative” shall have the same meaning as in the Implementation Agreement.

1.5 “County Deed” shall mean the instrument by which Polk County intends to convey fee simple title to the Real Property to the Cooperative and shall generally be in the format as reflected in **Exhibit E**.

1.6 “Real Property” means the Southeast Wellfield Water Treatment Plant Site, Well Site No. 1, Cypresswood Drive Well Site, and all associated easements, licenses and other legal interests owned by Polk County

1.7 “Southeast Wellfield” means a new lower Floridan aquifer public supply wellfield to be located in southeast Polk County as permitted by Permit No. 53-00293-W issued by SFWMD.

1.8 “Southeast Wellfield Water Treatment Plant Site” means a tract of real property of approximately 25 acres in size owned by Polk County on which Test Production Well No. 2 is located and upon which the Southeast Wellfield water treatment plant will be located in the future, as described in **Exhibit D**.

1.9 “Tangible Property” means Test Production Well Nos. 1, together with the 3 associated monitoring wells and all other appurtenant facilities and tangible property owned by Polk County subject to this Agreement as set forth in the Bill of Sale.

1.10 “Transferred Assets” means the Real Property, Tangible Property, Water Rights and Water Supply Development Rights to be transferred by Polk County to the Cooperative under this Agreement.

1.11 “SFWMD” means the South Florida Water Management District.

1.12 “SFWMD Permit” means SFWMD Water Use Permit No. 53-00293-W, which was issued by SFWMD to Polk County on or about April 28, 2014, as amended, a copy of which is attached hereto as **Exhibit A**.

1.13 “Southeast Wellfield Refund Cost” means those costs incurred by Polk County in developing and permitting the Southeast Wellfield in the amount of Four Million For Thousand Nine Hundred and Thirty Seven Dollars and Fifty Seven Cents (\$4,004,937.57), as detailed in Exhibit “A” to the Implementation Agreement.

1.14 “Water Rights” means all water withdrawals and related activities authorized under the SFWMD Permit, and any other water rights of any nature whatsoever that Polk County claims to possess in connection with the Southeast Wellfield, together with any after acquired right or interest therein, except those rights arising from or related to the Implementation Agreement and those associated with Polk County’s membership in the Cooperative.

1.15 “Water Supply Development Rights” means all rights which Polk County claims to possess in connection with the Southeast Wellfield which are necessary for, or incidental to, the efficient and effective operation of the Southeast Wellfield for the development of water supplies, except those rights arising from or related to the implementation Agreement and those associated with Polk County’s membership in the Cooperative. The term shall include, but not be limited to, the right to plan, design, construct, operate and maintain all existing and future facilities at the Southeast Wellfield for water collection, production and transmission; the right to explore for, test, develop and withdraw additional water suppliers from the Southeast Wellfield; the right to modify any existing or future facilities or activity at the Southeast Wellfield in order to meet the Cooperative’s obligations to supply water to the Project Participants under the Implementation

Agreement and the right to apply for, obtain, modify, renew and act in accordance with any permit required by law for activities conducted at the Southeast Wellfield.

1.16 “Well Site No. 1” means a tract of real property of approximately 5.0 acres in size owned by Polk County on which Test Production Well No. 1 is located, identified as Parcel ID No. 293121-000000-041010, as described in **Exhibit B**.

1.17 “Cypresswood Drive Well Site” means tracts of real property totaling approximately 1.4 acres owned by Polk County, identified as Parcel ID Nos. 293029-992880-011020/012010/012020, as described in **Exhibit C**.

2. CONSTRUCTION OF TERMS. Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Agreement with initial capitals in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth, but instead refer to this Agreement taken as a whole. “Includes” or “including” shall not be deemed limited to the specific enumeration of items, but shall be deemed without limitation. The term “or” is not exclusive. The headings contained in this Agreement are solely for the convenience of the Parties. Accounting terms used but not defined herein have the meanings given to them under generally accepted accounting principles in the United States of America consistently applied throughout the specified period and in the immediately comparable period.

3. REPRESENTATIONS OF THE PARTIES. As of the Effective Date, each Party makes the following representations (no representation is made by any Party for another Party):

3.1 Status of the Parties. The Parties are each duly organized, validly existing and in good standing under the laws of the State of Florida and are each duly qualified and authorized to satisfy their responsibilities pursuant to this Agreement.

3.2 Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties: (1) has been duly authorized by the governing authority of each of the Parties; (2) does not require any consent or referendum of the voters; and, (3) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon, the assets of the Parties under any agreement or instrument to which the Parties and their assets may be bound or affected, except as otherwise provided herein.

3.3 Validity of the Contract. This Agreement has been duly entered into and delivered by the Parties as of the Effective Date, constitutes a legal, valid and binding obligation of the Parties, fully enforceable in accordance with its terms, except to the extent that the enforceability of this Agreement may be limited by any applicable bankruptcy, moratorium, reorganization or other similar laws affecting creditor's rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

3.4 Pending Litigation. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending against any Party, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by any Party of their obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of the Agreement.

4. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date when the Agreement is duly authorized and executed by the Parties.

5. TRANSFER PROCESS. The Cooperative and the County do hereby agree to the following steps and procedures that they will follow to carry out the transfer of the Transferred Assets and the SFWMD Permit from Polk County to the Cooperative. Part of the consideration for the

Transferred assets is the payment of the Southeast Wellfield Refund Cost by the Cooperative to Polk County.

5.1 Polk County's Obligations. Within thirty (30) days of the Effective Date, Polk County does hereby agree to the following conditions and obligations required to effectuate the transfer of the Transferred Assets and the SFWMD Permit to the Cooperative .

5.1.1 Polk County shall convey the Real Property via the County Deeds, the Assignment of Easement, and the Utility Easement forms specified in **Exhibit E** to the Cooperative and record same in the official records of Polk County, bearing all costs associated with this action.

5.1.2 Polk County shall execute and deliver a Bill of Sale for the Tangible Assets to the Cooperative, which shall be substantially in accordance with the format reflected in **Exhibit F**.

5.1.3 Upon conveyance of the Real Property to the Cooperative, recordation of same in the official records of Polk County and the transfer of the SFWMD Permit to the Cooperative, the Water Rights and Water Supply Development Rights shall be deemed transferred by Polk County to the Cooperative.

5.1.4 Following the conveyance of the Real Property to the Cooperative and recordation of the County Deed and the execution and delivery of the Bill of Sale to the Cooperative, Polk County shall promptly provide notice to SFWMD of the above transfers and submit any forms required to transfer the SFWMD Permit to the Cooperative.

5.2 The Cooperative's Obligations. Within thirty (30) days of the Effective Date, the Cooperative does hereby agree to the following conditions and obligations required to effectuate the transfer of the Transferred Assets and the SFWMD Permit to the Cooperative.

5.2.1 The Cooperative shall accept the conveyance of the Real Property via the County Deed specified in **Exhibit E** to the Cooperative.

5.2.2 Cooperative shall accept the delivery of a Bill of Sale for the Tangible Assets, which shall be substantially in accordance with the format reflected in **Exhibit F**. Upon receipt of the Bill of Sale, the Cooperative shall thereafter be solely responsible for the operation, maintenance, repair and replacement of the Tangible Assets.

5.2.3 Upon conveyance of the Real Property to the Cooperative, recordation of same in the official records of Polk County and the transfer of the SFWMD Permit to the Cooperative, the Cooperative shall be deemed to accept the Water Rights and Water Supply Development Rights.

5.2.4 The Cooperative shall cooperate and assist Polk County in the transfer of the SFWMD Permit to the Cooperative. Upon transfer of the SFWMD Permit, the Cooperative shall be solely responsible for compliance with the terms and conditions of the permit.

5.2.5 Upon conveyance of the Real Property to the Cooperative and recordation of same in the official records of Polk County, delivery of the Bill of Sale for the Tangible Property and the transfer of the SFWMD Permit, the Cooperative shall pay Polk County the Southeast Wellfield Refund Cost.

6. SOVEREIGN IMMUNITY AND INDEMNIFICATION. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties.

7. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the Parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event of any legal proceeding arising under this Agreement, the exclusive venue for such proceeding shall be either in a State court of competent jurisdiction located in Polk County, Florida or the United States District Court in and for

the Middle District of Florida, Tampa Division. In any such legal proceeding, the Parties hereby consent to trial by the court and waive the right to a jury trial as to any issues that are triable before a jury.

8. NOTICES.

8.1 All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Parties by email. All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision:

Polk County
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
863-534-6444

Polk Regional Water
Cooperative
Executive Director
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
863-534-6444

8.2 Any Party, may, by notice in writing given to the other Party, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

9. AMENDMENT. The Agreement may only be amended in writing executed by all the Parties.

10. WAIVER. No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

11. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

12. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire contract among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.

13. EXECUTION OF DOCUMENTS. This Agreement shall be executed in multiple duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

14. AMBIGUITY. The Parties agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

15. RELATIONSHIP OF THE PARTIES. Nothing herein shall make any Party a partner or joint venturer or create any fiduciary relationship among the Parties.

16. GOOD FAITH. The Parties hereto agree to exercise good faith and fair dealings in respect to all matters relating to this Agreement.

[Signatures begin on the following pages]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into.

ATTEST:

POLK COUNTY, a political subdivision of
the State of Florida

Stacy M. Butterfield
Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

By: _____
George Lindsey III, Chairman
Board of County Commissioners

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by George Lindsey III as Chairman of the Board of County Commissioners of Polk County, on its behalf. He ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into.

POLK REGIONAL WATER COOPERATIVE

By: _____
George Lindsey III, Chair

Date: _____

ATTEST:

By: _____
Secretary/Treasurer

APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Legal Counsel

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of the Polk Regional Water Cooperative, on its behalf. He ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public

Exhibit A to Contract
SFWMD Water Use Permit 53-00293-W

[See Attached 134 Pages]



FORM 80229
Rev. 07/09

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT NO. 53-00293-W
NON-ASSIGNABLE
REVISED**

Date Issued: April 28, 2014

Expiration Date: April 28, 2054

Authorizing: THE NEW USE OF GROUNDWATER FROM THE LOWER FLORIDAN AQUIFER FOR THE POLK COUNTY UTILITIES PROPOSED PUBLIC WATER SUPPLY WELLFIELD WITH AN ANNUAL ALLOCATION OF 13,688 MILLION GALLONS.

Located In: Polk County, S21/T31S/R29E

Issued To: POLK COUNTY BOARD OF COUNTY COMMISSIONERS
(POLK COUNTY SOUTHEAST WELLFIELD)
330 WEST CHURCH STREET,
BARTOW, FL 33830

This Permit is issued pursuant to Application No. 110712-7, dated July 12, 2011, for the use of water as specified above and subject to the Special Conditions set forth below. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of activities authorized by this permit. Said application, including all plans and specifications attached thereto, is by reference made a part here of.

Upon written notice to permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or a Declaration of Emergency due to Water Shortage in accordance with provisions of Chapter 373, Fla. Statutes, and applicable rules and regulations of the South Florida Water Management District.

This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of the permit or for the violation of any provision of the Water Resources Act and regulations thereunder.

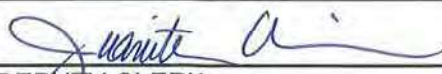
This Permit does not convey to the permittee any property rights nor any privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

LIMITING CONDITIONS ARE AS FOLLOWS:

SEE PAGES 2 - 9 OF 9 (42 LIMITING CONDITIONS)

SOUTH FLORIDA MANAGEMENT
DISTRICT, BY ITS EXECUTIVE DIRECTOR

On April 28, 2014

By 
DEPUTY CLERK
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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LIMITING CONDITIONS

1. This permit shall expire on April 28, 2054.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Public water supply

4. Source classification is:

Ground Water from:
Lower Floridan Aquifer

5. Annual allocation shall not exceed 13688 MG.

Maximum monthly allocation shall not exceed 1162.5 MG.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

7. Withdrawal Facilities:

Ground Water - Proposed:

- 4 - 18" X 1860' X 1800 GPM Wells Cased To 1530 Feet
- 5 - 18" X 1875' X 1800 GPM Wells Cased To 1530 Feet
- 5 - 18" X 1860' X 1800 GPM Wells Cased To 1520 Feet

Ground Water - Existing:

- 1 - 18" X 2140' X 1800 GPM Well Cased To 1400 Feet

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(A) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(B) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

(A) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(B) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(C) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(A) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(B) Reduction in water levels that harm the hydroperiod of wetlands,

(C) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

(D) Harmful movement of contaminants in violation of state water quality standards, or

(E) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

12. Authorized representatives of the District, with advance notice to the permittee, shall be permitted to enter, inspect, and

observe the permitted system to determine compliance with permit conditions.

Where the permittee does not hold the permitted site(s) in fee simple, District access across private property may be limited to ingress and egress to the site of the permitted system for inspection and observation of same.

13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. The permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: South Florida Water Management District (District), Regulatory Support Bureau, P.O. Box 24680, West Palm Beach, FL 33416- 4680 and, where specifically referenced, to Southwest Florida Water Management District (SWFWMD), Division of Resource Regulation, 2379 Broad Street, Brooksville, FL 34604-6899.
16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.

18. Monthly withdrawals for each withdrawal facility shall be submitted to the District and SWFWMD quarterly. The water accounting method and means of calibration shall be stated on each report.
19. The permittee shall notify the District and SWFWMD within 30 days of any change in water supply contracts/participation agreements (See Limiting Condition 34) or service area boundary. Updated water supply contracts/participation agreements and service area boundaries shall be provided within 30 days of execution. If the permittee will not serve a demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
20. The permittee shall determine unaccounted for transmission system losses. Losses shall be determined for the entire transmission system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis on April 1st of each year.
21. Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.

The permittee shall submit a report of calibration of this flow meter to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications. In addition, the Permittee shall submit a report of recalibration for this flow meter every five years from each previous calibration, continuing at five-year increments.

22. Pursuant to Section 373.236(4), F.S., every ten years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District staff to SFWMD at www.sfwmd.gov/ePermitting, or the Regulatory Support Bureau at P.O. Box 24680, West Palm Beach, FL 33416-4680.

23. The water conservation plan required by Section 2.6.1 of the BOR and described in the Application documents shall be implemented by the permittee.
24. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, Florida Administrative Code.
25. The permittee shall submit to the District an updated Well Description Table (Table A) within one month of completion of each proposed well identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.
26. Prior to the installation of any proposed wells, the permittee shall submit an ownership document or easement to the District.
27. Within one month of initiating wellfield production, the permittee shall implement the saline intrusion monitoring program described as follows:

The permittee shall monitor and report to the District the chloride concentration from all wells on a quarterly basis. If the chloride concentration in any well in the wellfield exceeds 500 mg/L, the Permittee shall notify the District in writing within 30 days and provide reasonable assurances that the conditions of Section 3.4.1 of the BOR will continue to be met, which may include modification of this permit.

28. The permittee shall implement the following wellfield operating plan for the baseload facility:

Wellfield Operating Plan Phase 1: Phase 1 of the wellfield operating plan includes construction and operation of 5 supply wells (withdrawal facilities). Based on projected demand and anticipated productivity of the withdrawal facilities, it is expected that all 5 wells will pump the planned 10 MGD finished water quantity to be used as a base supply by permittee's water customers.

Wellfield Operating Plan Phase 2: Phase 2 of the wellfield operating plan includes construction and operation of 5 additional withdrawal facilities. Based on demand and anticipated productivity of the withdrawal facilities, it is expected that all 10 withdrawal facilities will pump the planned 20 MGD finished water quantity to be used as a base supply by permittee's water customers.

Wellfield Operating Plan Phase 3: Phase 3 of the wellfield operating plan includes construction and operation of 5 additional withdrawal facilities. Based on demand and anticipated productivity of the withdrawal facilities, it is expected that all 15 withdrawal facilities will pump the planned 30 MGD finished water quantity to be used as a base supply by permittee's water customers.

Backup or Maintenance Mode Operations: The wellfield will be operated such that the withdrawal facilities can follow regular maintenance schedules, while minimizing service disruptions. This schedule will be implemented in a cycle such that on an annual basis each pump is maintained/inspected at least once.

Permittee may add a sixth withdrawal facility to Wellfield Operating Plan Phase 1 or an eleventh withdrawal facility to Wellfield Operating Plan Phase 2 for standby use, provided that withdrawals do not exceed the planned 10 MGD finished water quantity for Wellfield Operating Plan Phase 1 or the planned 20 MGD finished water quantity for Wellfield Operating Plan Phase 2 and that the total number of wells does not exceed 15.

If the permittee seeks a change in the wellfield operating plan, the permittee shall submit an application for permit modification to the District.

29. The permittee plans on financing this facility using grant funds and multiple bond issues. Pursuant to Section

373.236(3), Florida Statutes, no later than 90 days following each bond issuance, the permittee shall provide the District with a copy of the bonds issued to finance the construction of the water treatment plant and associated waterworks which states the retirement dates.

30. An environmental monitoring program shall be completed in accordance with the tasks as indicated in Exhibit 12 (page 12 of the EMP) and the milestone dates provided below. Any proposed changes to the wetland monitoring program, work schedule, or site locations shall be submitted to the District for review and Staff approval 30 days prior to the scheduled completion date. The request shall include documentation substantiating the request.
 - a. On or before January 31, 2015, the permittee shall secure legal and formal access to all of the proposed monitoring sites and provide documentation of same. In the event the permittee is unable to obtain or maintain legal access to any of the proposed monitoring site(s) or the permittee wishes to propose an alternative site with better access or information, the permittee shall submit a written request to the District no later than 30 days prior to the due date of January 31, 2015. In either event, the permittee must identify the alternative site(s) where access can be obtained and submit corrective action plan in writing within 60 days of January 31, 2015 to modify the monitoring network. This plan must include a schedule for the well construction and equipment placement where necessary. Such a corrective action plan is subject to prior District approval and a description of how the alternative site will provide adequate monitoring data.
 - b. On or before January 31, 2021, the permittee shall install transects, hydrologic monitoring devices, and perform the topographic survey in accordance with Exhibit 12.
 - c. On or before February 28, 2021, the permittee shall initiate the performance of baseline data collection prior to the anticipated wellfield startup in 2023. Baseline monitoring shall begin two years before well field operations startup, which is anticipated in 2023. In the event that startup is delayed or advanced, the permittee shall provide written notification of the advancement or delay and the length of the same to the District. In no event shall initiation of wellfield operation begin until at least 2 years of baseline monitoring data has been collected and provided to the District.
 - d. On or before April 1, 2023, the permittee shall submit the baseline monitoring report as described in Exhibit 12 for District Staff review and written approval only as to completeness prior to groundwater withdrawals; provided, however, the District's failure to act within 45 days of submission shall be deemed approval of the baseline monitoring report.
 - e. Regular data collection may begin on or before February 28, 2023 in accordance with the District-approved baseline monitoring report and Exhibit 12. Ongoing data collection will be conducted in accordance with Exhibit 12.
 - f. On or before April 1, 2024, the permittee shall submit the first annual Environmental Monitoring Report. The Permittee shall submit annual Environmental Monitoring Reports on April 1st of each year thereafter through Year 5 of the Project's maximum withdrawals unless the District's review of the environmental monitoring program indicates additional monitoring is necessary.
 - g. Upon completion of the environmental monitoring program, the District will review the monitoring results, inclusive of additional available monitoring data, and determine if additional monitoring or wetland mitigation may be required, or if the monitoring program may be discontinued.
31. In the event the District determines that harm to wetlands or other surface waters is occurring or imminently is expected to occur, upon notice, the permittee, in partnership with other permittees or by itself, shall implement appropriate avoidance measures identified in the Environmental Harm Contingency Plan attached hereto as Exhibit 18.
32. If the District determines the projected implementation of the Environmental Harm Contingency Plan is expected to be insufficient to eliminate or reduce the harm, the permittee shall submit an application to modify this permit within 30 days of notification by the District.
33. At least 90 days prior to initiating any withdrawals for this Project, except as specified in Limiting Condition 38, the

permittee shall submit a notice of intent to initiate the wellfield production. Well production may occur unless the District provides written notice that the permittee is not in compliance with any Permit Limiting Condition within 45 days of receipt of the notice of intent to initiate wellfield production.

34. Within 12 months of permit issuance, the permittee shall submit executed copies of all participation agreements or other similar contracts to the District. The participation agreements or other similar contracts shall, at a minimum, specify the amount of finished water, on an annual basis, that this wellfield project will provide to each of its participants, per construction Phase and through the permit duration.

If the total volume of finished water specified for the vested partners, including treatment and distribution losses, to be provided by this wellfield project does not equal 13,688 MGY of raw water, the permittee shall, within 3 months of submittal of copies to the District, submit an application to modify this Permit to reflect demand demonstrated by participation agreements.

35. The permittee proposes to implement this project in multiple phases as follows:

a. Consistency with SWFWMD and Entity Financial Commitments:

i. On or before December 31, 2016, the permittee shall submit the fully-executed Central Florida Partnership Agreement between the water supply entity and SWFWMD.

ii. On or before December 31, 2020, the permittee shall provide documentation of the financial commitment from SWFWMD of approximately \$110 million and issuance of bonds by permittee (of approximately \$110 million) for all of Phase 1 of the project. In the event this documentation is not timely provided, then the provisions of Limiting Condition 37 shall apply.

iii. On or before December 31, 2025, the permittee shall provide documentation of the financial commitment from SWFWMD of approximately \$32 million and issuance of bonds by permittee (of approximately \$32 million) for this portion of the project. In the event this documentation is not timely provided, then the provisions of Limiting Condition 37 shall apply.

iv. On or before December 31, 2042, the permittee shall provide documentation of the financial commitment from SWFWMD of approximately \$17 million and issuance of bonds by permittee (of approximately \$17 million) for this portion of the project. In the event this documentation is not timely provided, then the provisions of Limiting Condition 37 shall apply.

b. Wellfield Operating Plan Phase 2:

Prior to implementation of withdrawals associated with Wellfield Operating Plan Phase 2, the Project Status Verification Report (Limiting Condition 36) shall assess Wellfield Operating Plan Phase 1 withdrawals to verify this wellfield project is not causing unanticipated, harmful impacts to wetlands, lakes, other surface water bodies, or water resources. District staff shall review the Project Status Verification Report within 60 days of submittal and notify the permittee as to whether or not unanticipated, harmful impacts are occurring or are imminent. In the event staff determines unanticipated, harmful impacts are occurring or are imminent, the provisions of Limiting Condition 31 shall immediately be implemented and withdrawals from Wellfield Operating Plan Phase 2 shall be delayed until a modification of this permit is issued.

c. Wellfield Operating Plan Phase 3:

Prior to implementation of withdrawals associated with Wellfield Operating Plan Phase 3, the Project Status Verification Report (Limiting Condition 36) shall assess Wellfield Operating Plan Phases 1 and 2 withdrawals to verify this wellfield project is not causing unanticipated, harmful impacts to wetlands, lakes, other surface water bodies, or water resources. District staff shall review the Project Status Verification Report within 60 days of submittal and notify the permittee as to whether or not unanticipated, harmful impacts are occurring. In the event staff determines unanticipated, harmful

impacts are occurring, the provisions of Limiting Condition 31 shall immediately be implemented and withdrawals from Wellfield Operating Plan Phase 3 shall be delayed until a modification of this permit is issued.

36. Beginning on April 1, 2015, and continuing on April 1st every year thereafter, the permittee shall submit an annual Project Status Verification Report for the prior calendar year describing: 1) the progress made to comply with permit Limiting Conditions; and 2) an assessment of whether this wellfield project and associated requirements is on schedule; an explanation, if the wellfield has fallen behind schedule, of how the Permittee will put the wellfield project back on schedule. If the Permittee has exercised due diligence to meet the required deadlines in limiting conditions herein but cannot meet one or more of them because of factors beyond its control, then the Permittee may seek an extension of the deadlines by submitting a request to modify the permit to the District, and providing documentation for the basis of the request. The annual Project Status Verification Report may also include unaccounted-for transmission line losses as required in Limiting Condition 20 and the annual Environmental Monitoring Report as required in Limiting Condition 30.
37. The allocations in this permit are subject to revocation, reduction, or other modification after (1) District review of each ten year compliance report (see Limiting Condition 22), (2) District review of the Project Status Verification Report(s) (see Limiting Condition 36), (3) failure to timely provide the District with the documentation concerning project implementation requirements (see Limiting Condition 35), or (4) at any other time during the term of this permit, upon reasonable notice to the permittee including a statement of facts upon which the District based its determination, to address commitments and/or abate harmful impacts that are observed or projected to occur because of the permittee's authorized withdrawals, based on updated modeling tools and additional data collected during the term of the permit.
38. With the District's prior written approval, the permittee may test/operate one or more withdrawal facilities for the purpose of collecting hydrogeologic information.
39. All limiting conditions are intended to address resources and existing legal users located within the District, the SWFWMD, and the surrounding area.
40. This project is located in the Central Florida Water Initiative (CFWI) area, an area with on-going impacts to water resources which are being addressed by the CFWI. If the District determines that adverse impacts to water resources or existing legal users are occurring or are projected to occur because of the Permittee's authorized withdrawals over the permit duration, the District, upon reasonable notice to the permittee and including a statement of facts upon which the District based its determination, may modify quantities permitted or other conditions of the permit, as appropriate, to address the impact, but only after an opportunity for the permittee to resolve or mitigate the impact or to request a hearing. Such modification, if any, will consider such factors as the permittee's relative contribution to the water resource impact being addressed due to groundwater withdrawals, the timing of this permit issuance compared to presently existing legal use of water, and other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Modifications may include mitigation of impacts and / or reconsideration of allocations or requirements to timely implement required actions that are consistent with the long-term, regional water supply solutions as implemented by rules. Such actions may include the development of alternative water supplies, the implementation of water resource and / or water supply development projects, the application of impact offsets or substitution credits, operating plans, heightened water conservation or other appropriate actions. Nothing in this condition is intended to abrogate the rights of the Governing Board or of any other person under Section 373.233, Fla. Stat.
41. The Central Florida Water Initiative documented existing water resource environmental impacts within its boundaries. This Initiative remains underway and is, in part, crafting long-term water supply solutions for the region. As a component of immediate, interim measures the permittee is encouraged to participate in the District's on-going, heightened water conservation public education program. Given the permittee's use class, opportunities may include such activities as participation in water conservation public service announcements, demonstrations of irrigation efficiency at community gardens, posting water conservation information or links on the permittee's website. Please contact Nicholas Vitani, P.G. at nvitani@sfwmd.gov to discuss opportunities for participation in this important District effort.

42. On or before January 31, 2021, the permittee shall construct one Upper Floridan aquifer monitor well located within the delineated area identified in Exhibit 9-E. The well shall be constructed according to the general specifications set forth for Well SE-UFA-MW1 in the Construction and Testing Report Southeast Deep Exploratory Well by Post Buckley, Schuh and Jernigan dated April 2010, which was submitted by the permittee to the District during the permit application process. By March 31, 2021 and each calendar quarter thereafter, the permittee shall sample the Upper Floridan aquifer monitor well once for water level, chloride and total dissolved solids and report the results to the District pursuant to Limiting Condition 15 and in writing to Gold Coast Utilities Corporation, 2340 N.E. Dixie Highway, Jensen Beach, Florida 34957. The specified monitoring of the Upper Floridan aquifer monitor well and the reporting of data shall continue for the duration of the permit, unless modified or discontinued by the District.

Last Date for Agency Action:
February 7, 2014

Revised Staff Report
April 25, 2014

WATER USE STAFF REPORT

Application Number: 110712-7
Permit Number: 53-00293-W
Project Name: POLK COUNTY SOUTHEAST WELLFIELD
Water Use Permit Status: PROPOSED

FINAL APPROVED BY
EXECUTIVE DIRECTOR
APRIL 28, 2014

Location: POLK COUNTY, S21/T31S/R29E

Applicant's Name and Address: POLK COUNTY BOARD OF COUNTY COMMISSIONERS
330 WEST CHURCH STREET
BARTOW, FL 33830

Water Use Classification: Public Water Supply

Sources: Ground Water from: Lower Floridan Aquifer

Authorized Allocation:

Annual Allocation: 13,688 Million Gallons (MG)
Maximum Monthly Allocation: 1,162.5 Million Gallons (MG)

Existing Withdrawal Facilities - Ground Water

Source: Lower Floridan Aquifer
1 - 18" X 2140' X 1800 GPM Well Cased to 1400 Feet

Proposed Withdrawal Facilities - Ground Water

Source: Lower Floridan Aquifer
4 - 18" X 1860' X 1800 GPM Wells Cased to 1530 Feet
5 - 18" X 1875' X 1800 GPM Wells Cased to 1530 Feet
5 - 18" X 1860' X 1800 GPM Wells Cased to 1520 Feet

Rated Capacity

<u>Source</u>	<u>Status Code</u>	<u>GPM</u>	<u>MGM</u>	<u>MGY</u>
Lower Floridan Aquifer	E	1,800	78.8	946
Lower Floridan Aquifer	P	25,200	1,103.2	13,245
Totals:		27,000	1,182.0	14,191

PURPOSE

The Polk County Board of County Commissioners (Applicant) has submitted this application to obtain a water use permit (WUP) for public water supply for Polk County Utilities. The wellfield will partially meet the requested demands of the 11 "Project Partners" identified by the Applicant for use in 13 service areas. The proposed withdrawals are from the Lower Floridan aquifer (LFA).

PROJECT DESCRIPTION

The Polk County Southeast Wellfield (Project) is a proposed public water supply wellfield located in southeast Polk County (Exhibits 1 and 2). The Project is anticipated to supply water to up to 13 service areas, which corresponds to the 11 Project Partners identified by the Applicant. The service areas include: the cities of Auburndale, Davenport, Eagle Lake, Frostproof, Haines City, Lake Alfred, Lake Wales, Winter Haven, the Town of Dundee, the Town of Lake Hamilton, the Polk County East Regional Utility Service Area (ERUSA), the Polk County Northeast Regional Utility Service Area (NERUSA), and the Polk County Southeast Regional Utility Service Area (SERUSA). A map showing the service areas supplied by this Project are shown on Exhibit 3.

The Project withdrawals are from the uppermost permeable zone of the LFA via 1 existing and 14 proposed withdrawal facilities. The withdrawal facility details are shown on Exhibit 4.

The wellfield infrastructure will be completed in three phases, with five wells constructed per phase, as further discussed below. Phase 1 construction, anticipated to begin in 2014, will be capable of producing a minimum of 10 million gallons per day (mgd) of treated water (12.5 mgd of raw water withdrawn) by approximately 2023. Phase 1 construction includes the acquisition of well sites and right-of-way, design and installation of five wells, a raw water pipeline from the production wells to a regional treatment facility, treatment facilities, and transmission pipelines to deliver the treated water. Phase 2 construction includes the acquisition of well sites and right-of-way, installation of an additional five wells, additional raw water pipeline from the wells to the existing raw water pipeline constructed in Phase 1, and treatment facilities to provide a total treated water capacity of 20 mgd (25 mgd of raw water withdrawn). Phase 2 is estimated by the Applicant to be completed by 2032. Phase 3 construction includes the acquisition of well sites and right-of-way, installation of an additional five wells, completion of all raw water pipelines from the wells to the existing raw water pipeline constructed under Phase 2, and completion of treatment facilities to provide a total treated water capacity of 30 mgd (37.5 mgd raw water withdrawn). Phase 3 is anticipated for completion by 2048.

The Applicant may add a sixth withdrawal facility to Phase 1 or an eleventh withdrawal facility to Phase 2 for standby use, provided that withdrawals do not exceed the planned 10 MGD finished water quantity for Phase 1 or the planned 20 MGD finished water quantity for Phase 2 and that the total number of wells does not exceed 15.

The Applicant has indicated that the raw water withdrawn will be conveyed to a regional treatment facility for advanced treatment (low pressure membrane reverse osmosis). Concentrate from the treatment process will be disposed of via deep well injection. The treated water will then be distributed through transmission pipelines to each of the Project Partners listed above via a series of interconnects. The proposed wellfield interconnects provided by the Applicant is shown in Exhibit 3

The Applicant has indicated that a regional water supply entity will be formed between all or part of the Project Partners mentioned above. Parallel to the wellfield construction and operating phases discussed above, the multiple phases of the Project will be linked to financial commitments between the future regional water supply entity and the Southwest Water Management District (SWFWMD). Documentation of the proposed financial commitments of the entity itself and of SWFWMD are to be provided to the District by the milestones as outlined in Limiting Condition 35.

BACKGROUND

Polk County identified the need to develop additional, non-traditional water supplies due to increasing needs and to support the sustainability of the traditional water supply of the Upper Floridan aquifer (UFA). As an inland county, additional water supply options are limited in source and quantity. Given these limitations, Polk County partnered with the South Florida Water Management District (referred to hereafter

PROJECT DESCRIPTION (CONTINUED)

as "SFWMD" or "District") and SWFWMD to develop the 2009 Polk County Comprehensive Water Supply Plan (PCCWSP). The Project is one of several regional water supply projects identified in the PCCWSP and in the 2010 SWFWMD Regional Water Supply Plan to provide additional water supply sources to meet future increased demands within Polk County. Page 56 of the SWFWMD's 2010 Update of the Regional Water Supply Plan for the Heartland Planning Region states, "Brackish groundwater is defined as groundwater having impurity concentrations greater than drinking water standards (total dissolved solids [TDS] concentration greater than 500 milligrams per liter (mg/L) but less than seawater (TDS equal to or greater than 35,000 mg/L). Utilities that utilize brackish groundwater for water supply typically use source water that slightly or moderately exceeds potable water standards." Water quality sampling at the subject wellfield indicates TDS of over 1,000 mg/L as further described below in the Saline Water Intrusion Section. The Legislature declared brackish groundwater to be an alternative water supply and eligible for state and district funding (See sections 373.019 and 373.707, F.S.). Polk County has sought funding from SWFWMD for this project; SWFWMD has indicated its intent to assist the applicant, Polk County, in development of this wellfield as an alternative water supply project. To this end, SWFWMD and Polk County are currently negotiating a water supply development agreement.

PROJECTED WATER USE DEMANDS

The Applicant provided detailed information on past and projected water demands for each of its Project Partners through the year 2053. The Applicant has indicated that Project Partners will utilize the project as a baseload facility with finished water as a first on / last off source. The demands for each Project Partner service area were calculated based on 2053 population projections using the 2010 SWFWMD Regional Water Supply Plan, SWFWMD's GIS Model, historic growth rates, and a 10-year unadjusted gallons per capita day (gpcd) historic use methodology as described in detail in the Applicant's submittal documents. This resulted in a weighted average per capita use rate (PCUR) of 147 gpcd for the entire Project. This PCUR meets the goals established by SFWMD and SWFWMD.

Based on the above population projections and the PCUR, the finished water demand for the Project is 30 mgd. The Project's raw water demand is therefore 37.5 mgd based on a proposed treatment efficiency of 80%. The system is proposed to operate continuously at this volume at Project buildout. Using the raw water demand of 37.5 mgd results in annual and maximum monthly allocations for the Project are 13,687.5 million gallons (mg) and 1,162.5 mg, respectively.

Letters of Intent to participate in the Project were submitted by each of the municipalities mentioned above. These letters indicate the intention to participate in this Project and the maximum quantity of water that each municipality could be receiving. Based on the 2053 deficits projected by the Applicant (Exhibit 5) and the Letters of Intent, the finished water may be distributed as follows:

- 1) Polk County ERUSA.....up to 0.06 mgd
- 2) Polk County NERUSA.....up to 10.84 mgd
- 3) Polk County SERUSA.....up to 0.18 mgd
- 4) Winter Haven.....up to 10.00 mgd
- 5) Haines City.....up to 4.00 mgd
- 6) Auburndale.....up to 1.00 mgd
- 7) Lake Wales.....up to 2.37 mgd
- 8) Frostproof.....up to 0.15 mgd
- 9) Lake Alfred.....up to 0.40 mgd
- 10) Davenport.....up to 1.00 mgd

TOTAL up to 30 mgd

PROJECTED WATER USE DEMANDS (CONTINUED)

The Town of Dundee, the Town of Lake Hamilton, and the City of Eagle Lake are Project Partners and have submitted Letters of Intent expressing their support of the Project. They may have the opportunity to receive water from this Project in the future.

The actual quantities to be received by each municipality will be reflected in participation agreements, water supply contracts, or other similar contracts which are required to be submitted to the District within 12 months of permit issuance (Limiting Condition 34). If the total volume of finished water specified for the Project Partners, including treatment and distribution losses, to be provided by this wellfield project does not equal 13,688 MGY of raw water, the permittee shall, within 3 months of submittal of copies to the District, submit an application to modify this permit to reflect demand demonstrated by participation agreements.

HYDROLOGIC MODELING

Groundwater Vistas (Modflow)

In order to provide reasonable assurances that conditions for permit issuance are met, the Applicant provided a calibrated numerical model [Modflow, United States Geological Survey (USGS), 1996] utilizing Groundwater Vistas v.6 interface (Environmental Solutions Inc., 2000). The model development is consistent with the criteria for numerical impact assessments set forth in Section 1.7.5.2.B of the Basis for Review for Water Use Permit Applications (BOR).

Model Construction

The Applicant developed the model [Polk County Utilities Southeast Wellfield Model Description and Results, August 2012 (PCSEWM)] for this Project based on the District's revised (2009) East Central Florida Transient (ECFT) Model, District Wide Regulation Model (DWRM 2.1, 2009) developed by the Southwest Florida Water Management District (SWFWMD), and the Cypress Lake Model (WUP 49-02051-W) developed by Tetra Tech (2011). A hydro-stratigraphic section of the deep exploratory well completed for this Project (Well SE-DEW) showing the model layers is depicted on Exhibit 6. Model documentation (conceptualization, construction, and parameterization) is contained in the application file.

Model Results

Drawdown contours for the model simulations are included in Exhibit 7 through 10. Withdrawals of the recommended project allocation from the LFA were simulated for both individual and cumulative impacts according to Section 1.7.5.2 of the BOR. The Project's individual withdrawals resulted in a maximum drawdown of approximately 0.5 feet in the surficial aquifer system (SAS)(Exhibit 10-B), approximately 1.5 feet in the Upper Floridan aquifer (UFA)(Exhibit 9-B), approximately 2 feet in the Avon Park Permeable Zone (APPZ)(Exhibit 8-B), and approximately 84 feet in the LFA (Exhibit 7-B). A cumulative simulation was also performed inclusive of existing legal uses and pending applications for the LFA located within the Project's cone of influence. The maximum drawdowns in the Project area as a result of cumulative withdrawals was simulated to be 0.7 feet in the SAS (Exhibit 10-D), 4.5 feet in the UFA (Exhibit 9-D), 5.5 feet in the APPZ (Exhibit 8-D), and approximately 87 feet in the LFA (at the wellheads) as shown on Exhibit 7-D.

IMPACT ASSESSMENTS

Water Resource Availability Lower Floridan Aquifer

LFA

The average land surface elevation at the Project is approximately 70 feet referenced to the National

IMPACT ASSESSMENTS (CONTINUED)

Geodetic Vertical Datum (NGVD) based on USGS topographic maps for the area. A generalized cross-section for the area beneath the project is given on Exhibit 6A. A detailed hydro-stratigraphic cross-section along with the construction detail of the test well SE-DEW is given on Exhibit 6B. According to the "Construction and Testing Report for Southeast Polk County Deep Exploratory Well, Frostproof, Florida, April 2010" at FX-Bar Ranch (Well SE-DEW), the top of the LFA at the Project location is approximately at -1,350 feet NGVD. The uppermost permeable zone of the LFA (Model Layer LF1) occurs from -1,350 feet NGVD to -1,800 feet NGVD. The water level in Well SE-DEW (February 2009) for the LF1 production zone was approximately 68 feet NGVD. Based on the modeling results (Exhibit 7-D), the predicted maximum cumulative drawdown as a result of the Project's maximum allocation and cumulative uses is approximately 87 feet (near Well W-10). The total available drawdown from the top of the LFA is approximately 1,331 feet. Therefore, the potential for harm to occur to the water resource availability of the LFA as a result of the withdrawal of the project's recommended allocation is considered minimal.

APPZ

The top of the APPZ at the Project location is approximately at -800 feet NGVD (Exhibit 6-A). The water level in well SE-DEW (January 2009), completed in the APPZ, was approximately 70.5 feet NGVD. Based on the modeling results, the predicted maximum drawdown in the APPZ as a result of the withdrawals of the project's recommended maximum allocation and cumulative uses is approximately 5.5 feet (Exhibit 8-D). The total available drawdown from the top of the APPZ is approximately 865 feet. Therefore, the potential for harm to occur to the water resource availability of the APPZ as a result of the withdrawal of the project's recommended allocation is considered minimal.

UFA

The top of the UFA at the Project location is approximately at -150 feet NGVD (Exhibit 6-A). The lowest water level in USGS Well ROMP-44 (located approximately 6 miles west of the project) during the last 10 years (2003-2013) for the UFA is approximately 80.5 feet NGVD. Based on the modeling results, the predicted maximum drawdown in the UFA as a result of the withdrawals of the project's recommended maximum allocation and cumulative uses is approximately 4.5 feet (Exhibits 9-D). The total available drawdown from the top of the UFA is approximately 226 feet. Therefore, the potential for harm to occur to the water resource availability of the UFA as a result of the withdrawal of the project's recommended allocation is considered minimal.

Existing Legal Users

Lower Floridan Aquifer

LFA

The nearest existing legal user of the LFA within the Project's cone of influence is the Cypress Lake Wellfield (Water Use Permit 49-02051-W), located 22 miles northeast of the Project. The maximum cumulative drawdown at the nearest withdrawal facilities of Cypress Lake Wellfield (wells CL-8 and CL-9) is about 24 feet, of which this Project's contribution is less than 4 feet (Exhibits 7-D and 7-B). According to the "Construction and Testing Report for the Exploratory Well at Chapman Site", the water level at Cypress Lake Well TPW-A1 in December 2009 was approximately 49 feet NGVD. The intake pump elevation for wells of Cypress Lake Wellfield is approximately 70 feet below land surface or about -5 feet NGVD. As a result of the cumulative drawdown, the water column above the pump intake within the nearest wells of the Cypress Lake Wellfield is expected to be about 30 feet or more. Therefore, the potential for harm to occur to existing legal users of the LFA as a result of the withdrawals of the project's recommended allocation from the LFA is considered minimal.

APPZ

The nearest existing legal user within the Project's cone of influence that withdraws from the APPZ is the FX Bar Grove (Water Use Permit 53-00272-W), located about one mile east of the Project. The

IMPACT ASSESSMENTS (CONTINUED)

drawdown at well W-1 of FX Bar Grove location as a result of the Project withdrawals is approximately 0.8-foot. As mentioned above, the water level in Well SE-DEW (January 2009) for the APPZ was approximately 70.5 feet NGVD. The intake pump elevation for W-1 of FX Bar Grove is about 60 feet below land surface or approximately 10 feet NGVD. As a result of the cumulative drawdown (5.5 feet), the water column above the pump intake within the FX Bar Grove Well W-1 is expected to be about 55 feet or more. Therefore, the potential for harm to occur to existing legal users of the APPZ as a result of the withdrawals of the project's recommended allocation from the LFA is considered minimal.

UFA

The nearest existing legal users within the Project's cone of influence which withdraw from the UFA are the Fewox Grove (Water Use Permit 53-00281-W) located adjacent to southern Project boundary and Gold Coast Utilities (Water Use Permit 53-00030-W) located one mile east of the Project boundary. As mentioned above, the potentiometric head elevation in UFA near this location is about 80.5 feet and the maximum cumulative drawdown in the UFA is 4.5 feet. Model results indicate that the Applicant's impact contribution is less than 0.3-foot (Exhibit 9-B) at these existing legal users. The intake pump elevation for well W-1 of the Fewox Grove is approximately 60 feet below land surface or approximately 10 feet NGVD and for the Gold Coast Utilities the intake pump elevation in both wells of this user is at about 70 feet below land surface or approximately 0 feet NGVD. As a result of the cumulative drawdown, the water column above the pump intake within Well W-1 of Fewox Grove is expected to be about 66 feet or more and, near the wells of Gold Coast Utilities the water column above the pump intakes is expected to be about 76 feet (or more). The permittee will be constructing an Upper Floridan aquifer monitoring well in the shaded area shown in Exhibit 9-E for monitoring of water level, chloride, and total dissolved solids in the area of the Gold Coast Utilities wells, as detailed in Limiting Condition 42. Therefore, the potential for harm to occur to existing legal users of the UFA as a result of the withdrawals of the project's recommended allocation from LFA is considered minimal.

Saline Water Intrusion Lower Floridan Aquifer

The nearest source of surface saline water is approximately 51 miles east of this Project. Multiple confining layers separate the LFA from the land surface. According to the Construction and Testing Report for Exploratory Well SE-DEW (PBS&J, April 2010) the dissolved chloride concentration of the groundwater in the LFA is approximately 35 mg/L or less. A water sample was collected by District staff on July 31, 2013 from Well SE-DEW and the chloride concentration was determined to be 9.3 mg/L. Water quality testing within the test well has routinely found total dissolved solids (TDS) in excess of 1,000 mg/L.

The Applicant's upconing analysis (Schmorak-Mercado, 1969) indicates a 42-foot rise of the interface after 20 years of continuous withdrawals at the Project's maximum allocation (37.5 mgd), which is beyond the requested 40-year permit duration requested. The chloride concentration immediately below the interface is approximately 400 mg/L, corresponding to an elevation of -2,336 feet NGVD. The bottom of the proposed wells is expected to be at an elevation of -1,794 feet NGVD. As a result, there still will be a separation of about 500 feet between the bottom of the wells and the interface. A map that shows concentrations of TDS, which corresponds directly to the concentration of dissolved chlorides, for the LFA is provided as Exhibit 11.

To provide additional assurances and verify the Applicant's upconing analysis, Limiting Condition 27 requires the Permittee to monitor and report to the District the chloride concentration from all withdrawal facilities of the wellfield on a quarterly basis. If the chloride concentration in any well in the wellfield exceeds 500 mg/L, the Permittee shall notify the District in writing within 30 days and provide reasonable assurances that the conditions of Section 3.4.1 of the BOR will continue to be met.

IMPACT ASSESSMENTS (CONTINUED)

Wetlands

Lower Floridan Aquifer

The Applicant conducted groundwater modeling (described above) as part of the analysis of the proposed withdrawals on the SAS. Section 3.3.4.2 of the BOR states that unless site specific considerations identified pursuant to Section 3.3.4.3 of the BOR exist indicating the numeric threshold for Category 2 wetlands is not applicable, the water use shall not be considered harmful when the modeled drawdown resulting from cumulative withdrawals beneath a wetland is less than 1 foot. As indicated above, the maximum drawdown of the SAS in the Project area using the cumulative withdrawals was predicted to be 0.7-foot. Based on the results of the groundwater modeling, the potential for harm to occur to wetlands as a result of the Project withdrawals is considered minimal. However, to demonstrate that the conditions of Permit issuance continue to be met throughout the duration of the Project, the Applicant has proposed to implement an environmental monitoring program as described below.

The proposed monitoring plan will be implemented in accordance with the tasks outlined in Exhibit 12, page 12 of the Environmental Monitoring Plan (EMP) and the schedule shown in Limiting Condition 30. The area of potential maximum drawdown beneath wetlands in the Project's modeled cone of influence is located between Lake Livingston and Lake Jackson as indicated in Exhibit 13. The wetland inventory maps (Exhibits 14-1 through 14-14) identify wetlands within the 0.5-foot drawdown contour of the SAS (cumulative drawdown). There are 352 category 2 and 3 wetlands (as defined in Section 3.3.3.B of the BOR) totaling approximately 3,322 acres. The wetlands within the 0.5-foot drawdown contours of the SAS are further classified and quantified by the applicant in the Wetland table contained in Exhibit 15.

The EMP include sites that monitor the water resources of both SFWMD and SWFWMD. Currently, baseline data is being collected at 11 of the 20 proposed monitoring sites. The remaining sites will be monitored to collect baseline data for at least two years prior to initiation of pumping. The Applicant has proposed five vegetative and water level data monitoring sites, four reference sites for vegetative and water level monitoring, eight water level monitoring sites (four for treatment and four for reference), two UFA water level monitoring sites (one reference and one treatment) and two rainfall monitoring sites (see Exhibits 16-1 through 16-21 for table and maps). All but one of these sites are accessible through Polk County Utilities ownership, State ownership, USGS control, SFWMD control, or National Oceanic Atmospheric Administration control. Access to the Little Red Water Lake vegetative monitoring site is being negotiated, although the water level monitoring site at that location is under SWFWMD control. The inclusion of reference wetland and water level monitoring sites are proposed to assess regional effects such as climate and land uses separately from potential water use effects from this project. The environmental monitoring requirements are included in Limiting Condition 30 and outlined in Exhibit 17.

Source Of Pollution

Lower Floridan Aquifer

While the LFA is confined in the vicinity of the wellfield, the degree of confinement between the LFA and the water table aquifer varies across the area of influence of the proposed allocation. The Applicant submitted hydrological modeling described above which assessed the impact of the proposed allocation upon the SAS. There are three dry cleaning sites and numerous petroleum pollution sources within the Project's cone of influence. The maximum drawdown on these pollution sites does not exceed 0.2 feet. In addition, all of the dry cleaning and petroleum pollution sites requiring clean-up action are located within Highland County Brownfield Area (ID # BF280601000). According to a Florida Department of Environmental Protection (FDEP) document (December 22, 2008) this Brownfield Area is being addressed pursuant to the "Brownfield Site Rehabilitation Agreement" between FDEP and a selected

IMPACT ASSESSMENTS (CONTINUED)

firm that will complete the clean-up activities (Ridgewood Imports, LLC). Therefore, due to a very small predicted drawdown and ongoing clean-up activities the potential for the induced movement of contaminants from sources of pollution to occur as a result of the withdrawal of the project's recommended allocation is considered minimal.

Other Impacts

Lower Floridan Aquifer

Pursuant to Section 3.6.2 of the BOR, the use is not expected to result in significant reductions in water levels on the property of an existing off-site land use to the extent that the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values), damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use; or land collapse or subsidence caused by reduction in water levels associated with water use.

ADDITIONAL INFORMATION

DEMONSTRATION OF NEED:

Compatible Land Use:

Public water supply is a compatible land use throughout the Applicant's service areas.

Legal Control Over Project Site and Withdrawal Facilities:

The Permittee has submitted documentation of ownership of the property (FX Ranch property) where the existing well is located, along with a contract option to purchase additional property owned by FX Ranch for one or more additional wells. In addition, Polk County Utilities has eminent domain authority which may be used to acquire additional parcels for the remainder of the wellfield. Limiting Condition 26 requires the Permittee to provide ownership documentation or easements to the District prior to installation of any proposed wells.

WATER USE ACCOUNTING SYSTEM:

Pursuant to Limiting Condition 17, prior to the use of any existing or proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District. In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.

Monthly withdrawals for each withdrawal facility shall be submitted to the District and SWFWMD quarterly. The water accounting method and means of calibration shall be stated on each report. These are required in Limiting Condition 18.

RECLAIMED WATER PRODUCTION:

Each Project Partner for this water use permit is committed to implementing the use of reclaimed water in their service areas. The Applicant has indicated that Polk County Utilities and the cities of Auburndale, Lake Wales, and Winter Haven currently provide reclaimed water to customers. In addition, each Project Partner is required by their existing WUPs to continue to evaluate the feasibility of providing reclaimed water to their customers. This is also one of the components of conservation measures for each Project Partner. The Applicant estimates that approximately 15% of this permit allocation will be recovered as reclaimed water.

ADDITIONAL INFORMATION (CONTINUED)

WELLFIELD OPERATING PLAN:

The Permittee proposes to implement the following wellfield operating plan during the three phases of the Project as follows:

Wellfield Operating Plan Phase 1 of the wellfield operating plan includes construction and operation of 5 supply wells (withdrawal facilities). Based on projected demand and anticipated productivity of the withdrawal facilities, it is expected that all five wells will pump the planned 10 MGD finished water quantity to be used as a base supply by the permittee's water customers.

Wellfield Operating Plan Phase 2 of the wellfield operating plan includes construction and operation of five additional withdrawal facilities. Based on demand and anticipated productivity of the withdrawal facilities, it is expected that all 10 withdrawal facilities will pump the planned 20 MGD finished water quantity to be used as a base supply by the permittee's water customers.

Wellfield Operating Plan Phase 3 includes construction and operation of five additional withdrawal facilities. Based on demand and anticipated productivity of the withdrawal facilities, it is expected that all 15 withdrawal facilities will pump the planned 30 MGD finished water quantity to be used as a base supply by the permittee's water customers.

Backup or Maintenance Mode Operations: The wellfield will be operated such that the withdrawal facilities can follow regular maintenance schedules, while minimizing service disruptions. This schedule will be implemented in a cycle such that on an annual basis each pump is maintained/inspected at least once.

The permittee may add a sixth withdrawal facility to Wellfield Operating Plan Phase 1 or an eleventh withdrawal facility to Wellfield Operating Plan Phase 2 for standby use, provided that withdrawals do not exceed the planned 10 MGD finished water quantity for Wellfield Operating Plan Phase 1 or the planned 20 MGD finished water quantity for Wellfield Operating Plan Phase 2 and that the number of wells does not exceed 15.

If the permittee seeks a change in the wellfield operating plan, the permittee shall submit an application for permit modification to the District.

PUBLIC INTEREST AND TRANSPORT AND USE OF WATER ACROSS WMD BOUNDARIES:

Pursuant to Section 373.223(1)(c), F.S., Staff evaluated whether the applicant's proposed use of water is consistent with the public interest. In determining consistency with the public interest, Staff considered the Florida Legislature's intent to promote the development and proper utilization of water sources as well as assure the availability of sufficient water for all existing and future reasonable-beneficial uses, natural systems, and the health, safety, and general welfare of the people of this state. Given the Legislature's direction, it was necessary to examine the unique public interest considerations associated with the subject application.

Polk County and numerous municipalities within Polk County currently provide public water supplies via a network of water supply systems. This existing system will not provide sufficient water to meet future demands and lacks the economies of scale associated with regional, multijurisdictional water supply development. Recognizing there was not a viable, regional solution to meet future demands of the region, Polk County engaged in a joint water supply planning effort with SFWMD and SWFWMD. The resulting Polk County Comprehensive Water Supply Plan was finalized in 2009. In summary, the Plan, and companion research efforts, explored the viability of several water supply sources as well as regional partnership opportunities. Exploratory wells were jointly funded and constructed to further assess non-traditional source options. In regard to the regional partnership opportunities, relationships between a

ADDITIONAL INFORMATION (CONTINUED)

coalition of Polk County municipalities and Polk County were forged. The County and municipal partners intend to construct an interconnected treatment and water delivery system throughout Polk County. This Polk County coalition also sought partnership with SWFWMD, primarily for funding purposes. It is through this comprehensive and inclusive effort that plans to develop the LFA at the proposed Southeast Polk County Wellfield were developed.

Parallel to consideration of this water use permit application, SWFWMD and Polk County are in the process of finalizing an agreement regarding Central Florida Water Resource Development, including this wellfield project. The agreement will specifically address funding for this wellfield Project and formation of the multijurisdictional entity responsible for its development. The partnership to be formed through this agreement represents a substantial State commitment to assuring sustainable, certain water supplies for this region of Florida. Regionalization of water supply development will have significant benefits for Polk County by providing certainty and availability of supply for the individual partners through regional treatment and distribution infrastructure. The regional infrastructure is complimented by remote location and proposed use of the LFA. The proposed Southeast Polk County Wellfield is situated in a comparatively undeveloped part of Polk County and proposes use of the Lower Floridan Aquifer. This location and aquifer are geared toward sustainable water resource development, as discussed in this staff recommendation.

There is an additional component of the public interest test that must be considered when the withdrawal and use of groundwater is from a point within one water management district for use outside the boundaries of that district but within the same county. Subsection 373.2295(4), Florida Statutes (F.S.), provides: "In determining if an application is consistent with the public interest as required by s. 373.223 Florida Statutes, the projected populations, as contained in the future land use elements of the comprehensive plans adopted pursuant to chapter 163 by the local governments within which the withdrawal areas and the proposed use areas are located, will be considered together with other evidence presented on future needs of those areas. If the proposed interdistrict transfer of groundwater meets the requirements of this chapter [373], and if the needs of the area where the use will occur and the specific area from which the groundwater will be withdrawn can be satisfied, the permit for the [interdistrict] transfer and use shall be issued."

This application proposes, in part, to transfer water across water management district boundaries, from the wellfield located in SFWMD to meet demands located in SWFWMD. While the application proposes a transfer across district boundaries, it does not propose to transfer water beyond Polk County. As an intracounty transfer of water across district boundaries, the application must meet the provisions of Section 373.2295(4), (11), and (13), Florida Statutes, noted above.

After reviewing comprehensive plans and available water resources, the future needs of the area where the groundwater will be withdrawn can be satisfied. The proposed withdrawal location is in a remote area and proposes to use the deeper and relatively undeveloped Lower Floridan Aquifer. Exhibit 7C identifies the Cypress Lake Wellfield (WUP49-02051-W) as the only existing legal user of the Lower Floridan Aquifer in the area around the proposed wellfield. These existing, permitted demands are the only future demands that are reasonably anticipated for this area of the District. Staff also considered other evidence of future needs of the area by examining the District's 2006 Kissimmee Basin Regional Water Supply Plan, the 2009 Polk County Comprehensive Water Supply Plan and the 2010 SWFWMD Regional Water Supply Plan. These plans do not identify any other proposed development of the Lower Floridan Aquifer in this region. Hence, additional demands from the Lower Florida Aquifer in this area are not presently anticipated nor are substantial, unpermitted demands projected to exist.

Demand and population numbers supplied by the Applicant for the respective service areas are consistent with comprehensive plans and other evidence presented by the applicants on future needs.

ADDITIONAL INFORMATION (CONTINUED)

The Applicant provided updated population projections through the year 2053. Based on staff's technical analysis, the needs of the specific area from which the groundwater will be withdrawn can be satisfied throughout the duration of this water use permit. The needs of the area where the water will be used will be partially met by this Project. Therefore, the Applicant has provided reasonable assurances that the needs of the area where the use will occur and the specific area from which the groundwater will be withdrawn can be satisfied.

It is for these reasons that staff concludes this application is consistent with the public interest.

WATER MANAGEMENT DISTRICT COORDINATION:

A copy of the water use permit application, all District Requests for Additional Information, all Applicant responses, and all supporting documents to the Application were transmitted to the SWFWMD. The District requested comments on the same. SWFWMD comments are contained in the application file. In addition to these written comments, both water management districts have closely coordinated the review of this Application. The Permit has been conditioned to require monitoring of the water resources of SFWMD and SWFWMD. Based on these communications, it is the understanding of SFWMD that SWFWMD staff does not have any outstanding concerns associated with this Application or this staff recommendation.

PERMIT DURATION:

Pursuant to Section 1.7.2.2.E of the BOR and Section 373.236, F.S., the District may authorize a long-term water use permit duration where such period is required to provide for the retirement of bonds for the construction of waterworks and waste disposal facilities. A 40-year Financial Feasibility Analysis of the Project was submitted by the Applicant in support of the requested permit duration. Due to the regional nature of this Project, several years of lead time between each of the Project phases will be required due to the construction of the necessary infrastructure (regional water treatment plant and transmission pipelines) to allow for treatment and delivery of water to the service areas. Therefore, District Staff recommends a 40-year duration.

REGIONAL ISSUES:

The proposed water use is located within the area of the Central Florida Water Initiative (CFWI). The CFWI is a collaborative regional water supply endeavor to protect, conserve, and restore water resources in the area by working to accomplish the goals presented in the CFWI Guidance Document. These goals include crafting long-term water supply solutions for the Central Florida region. The CFWI effort may also result in specific regulatory requirements. While the scope and content of these regulatory requirements are unknown at this time, it is possible they may include requirements that are related to the permittee's relative contribution to the water resource impact being addressed, the timing of permit issuance compared to other existing legal users, and/or include other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Therefore, this permit includes Limiting Condition 40 that provides specific notification that the permit may be modified during the term of the permit to address unanticipated harm or impacts to existing legal users that is occurring or is projected to occur from the permittee's authorized withdrawal over the permit duration.

Since this application is located within the CFWI area, it is necessary for the applicant to consider implementing the heightened water conservation requirements defined in Limiting Condition 41.

The applicant is advised to carefully consider its infrastructure investments in light of the on-going Central Florida Water Initiative.

ADDITIONAL INFORMATION (CONTINUED)

ENVIRONMENTAL RESOURCE PERMIT STATUS:

Not Applicable.

RIGHT OF WAY PERMIT STATUS:

Not Applicable

RECOMMENDATIONS

Project Name: POLK COUNTY SOUTHEAST WELLFIELD
Application Number: 110712-7
Permit Number: 53-00293-W

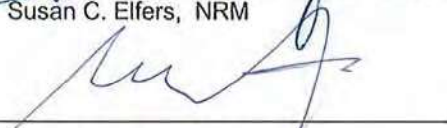
RECOMMENDATION TO EXECUTIVE DIRECTOR

Authorizing: The new use of groundwater from the Lower Floridan aquifer for the Polk County Utilities proposed public water supply wellfield with an annual allocation of 13,688 MG.

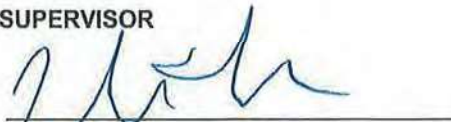
STAFF EVALUATION

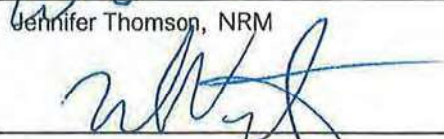
REVIEWER


Susan C. Elfers, NRM



Nexhip Maska, P.G., WU

SUPERVISOR


Jennifer Thomson, NRM


Nicholas M. Vitani, P.G., WU

CONSULTING HYDROGEOLOGIST:


Steven Memberg, P.G.

Date: 4/25/14

WATER USE BUREAU CHIEF:


Maria C. Clemente, P.E.

Date: 4/25/14

Limiting Conditions

1. This permit shall expire on April 28, 2054.
2. Application for a permit modification may be made at any time.

3. Water use classification:

Public water supply

4. Source classification is:

Ground Water from:
Lower Floridan Aquifer

5. Annual allocation shall not exceed 13688 MG.

Maximum monthly allocation shall not exceed 1162.5 MG.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

7. Withdrawal Facilities:

Ground Water - Proposed:

- 4 - 18" X 1860' X 1800 GPM Wells Cased To 1530 Feet
- 5 - 18" X 1875' X 1800 GPM Wells Cased To 1530 Feet
- 5 - 18" X 1860' X 1800 GPM Wells Cased To 1520 Feet

Ground Water - Existing:

Limiting Conditions

1 - 18" X 2140' X 1800 GPM Well Cased To 1400 Feet

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(A) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(B) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

(A) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(B) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(C) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(A) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(B) Reduction in water levels that harm the hydroperiod of wetlands,

(C) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

Limiting Conditions

(D) Harmful movement of contaminants in violation of state water quality standards, or

(E) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
12. Authorized representatives of the District, with advance notice to the permittee, shall be permitted to enter, inspect, and observe the permitted system to determine compliance with permit conditions. Where the permittee does not hold the permitted site(s) in fee simple, District access across private property may be limited to ingress and egress to the site of the permitted system for inspection and observation of same.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. The permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: South Florida Water Management District (District), Regulatory Support Bureau, P.O. Box 24680, West Palm Beach, FL 33416- 4680 and, where specifically referenced, to Southwest Florida Water Management District (SWFWMD), Division of Resource Regulation, 2379 Broad Street, Brooksville, FL 34604-6899.
16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.
18. Monthly withdrawals for each withdrawal facility shall be submitted to the District and SWFWMD quarterly. The water accounting method and means of calibration shall be stated on each report.
19. The permittee shall notify the District and SWFWMD within 30 days of any change in water supply contracts/participation agreements (See Limiting Condition 34) or service area boundary. Updated water supply contracts/participation agreements and service area boundaries shall be provided within 30 days of execution. If the permittee will not serve a demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
20. The permittee shall determine unaccounted for transmission system losses. Losses shall be determined for the entire transmission system on a monthly basis. Permittee shall define the manner

Limiting Conditions

in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis on April 1st of each year.

21. Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.

The permittee shall submit a report of calibration of this flow meter to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications. In addition, the Permittee shall submit a report of recalibration for this flow meter every five years from each previous calibration, continuing at five-year increments.

22. Pursuant to Section 373.236(4), F.S., every ten years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District staff to SFWMD at www.sfwmd.gov/ePermitting, or the Regulatory Support Bureau at P.O. Box 24680, West Palm Beach, FL 33416-4680.
23. The water conservation plan required by Section 2.6.1 of the BOR and described in the Application documents shall be implemented by the permittee.
24. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, Florida Administrative Code.
25. The permittee shall submit to the District an updated Well Description Table (Table A) within one month of completion of each proposed well identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.
26. Prior to the installation of any proposed wells, the permittee shall submit an ownership document or easement to the District.
27. Within one month of initiating wellfield production, the permittee shall implement the saline intrusion monitoring program described as follows:

The permittee shall monitor and report to the District the chloride concentration from all wells on a quarterly basis. If the chloride concentration in any well in the wellfield exceeds 500 mg/L, the Permittee shall notify the District in writing within 30 days and provide reasonable assurances that the conditions of Section 3.4.1 of the BOR will continue to be met, which may include modification of this permit.

28. The permittee shall implement the following wellfield operating plan for the baseload facility:

Wellfield Operating Plan Phase 1: Phase 1 of the wellfield operating plan includes construction and operation of 5 supply wells (withdrawal facilities). Based on projected demand and anticipated productivity of the withdrawal facilities, it is expected that all 5 wells will pump the planned 10 MGD finished water quantity to be used as a base supply by permittee's water customers.

Wellfield Operating Plan Phase 2: Phase 2 of the wellfield operating plan includes construction and operation of 5 additional withdrawal facilities. Based on demand and anticipated productivity of the withdrawal facilities, it is expected that all 10 withdrawal facilities will pump the planned 20 MGD finished water quantity to be used as a base supply by permittee's water customers.

Wellfield Operating Plan Phase 3: Phase 3 of the wellfield operating plan includes construction and

Limiting Conditions

operation of 5 additional withdrawal facilities. Based on demand and anticipated productivity of the withdrawal facilities, it is expected that all 15 withdrawal facilities will pump the planned 30 MGD finished water quantity to be used as a base supply by permittee's water customers.

Backup or Maintenance Mode Operations: The wellfield will be operated such that the withdrawal facilities can follow regular maintenance schedules, while minimizing service disruptions. This schedule will be implemented in a cycle such that on an annual basis each pump is maintained/inspected at least once.

Permittee may add a sixth withdrawal facility to Wellfield Operating Plan Phase 1 or an eleventh withdrawal facility to Wellfield Operating Plan Phase 2 for standby use, provided that withdrawals do not exceed the planned 10 MGD finished water quantity for Wellfield Operating Plan Phase 1 or the planned 20 MGD finished water quantity for Wellfield Operating Plan Phase 2 and that the total number of wells does not exceed 15.

If the permittee seeks a change in the wellfield operating plan, the permittee shall submit an application for permit modification to the District.

29. The permittee plans on financing this facility using grant funds and multiple bond issues. Pursuant to Section 373.236(3), Florida Statutes, no later than 90 days following each bond issuance, the permittee shall provide the District with a copy of the bonds issued to finance the construction of the water treatment plant and associated waterworks which states the retirement dates.
30. An environmental monitoring program shall be completed in accordance with the tasks as indicated in Exhibit 12 (page 12 of the EMP) and the milestone dates provided below. Any proposed changes to the wetland monitoring program, work schedule, or site locations shall be submitted to the District for review and Staff approval 30 days prior to the scheduled completion date. The request shall include documentation substantiating the request.
 - a. On or before January 31, 2015, the permittee shall secure legal and formal access to all of the proposed monitoring sites and provide documentation of same. In the event the permittee is unable to obtain or maintain legal access to any of the proposed monitoring site(s) or the permittee wishes to propose an alternative site with better access or information, the permittee shall submit a written request to the District no later than 30 days prior to the due date of January 31, 2015. In either event, the permittee must identify the alternative site(s) where access can be obtained and submit corrective action plan in writing within 60 days of January 31, 2015 to modify the monitoring network. This plan must include a schedule for the well construction and equipment placement where necessary. Such a corrective action plan is subject to prior District approval and a description of how the alternative site will provide adequate monitoring data.
 - b. On or before January 31, 2021, the permittee shall install transects, hydrologic monitoring devices, and perform the topographic survey in accordance with Exhibit 12.
 - c. On or before February 28, 2021, the permittee shall initiate the performance of baseline data collection prior to the anticipated wellfield startup in 2023. Baseline monitoring shall begin two years before well field operations startup, which is anticipated in 2023. In the event that startup is delayed or advanced, the permittee shall provide written notification of the advancement or delay and the length of the same to the District. In no event shall initiation of wellfield operation begin until at least 2 years of baseline monitoring data has been collected and provided to the District.

Limiting Conditions

d. On or before April 1, 2023, the permittee shall submit the baseline monitoring report as described in Exhibit 12 for District Staff review and written approval only as to completeness prior to groundwater withdrawals; provided, however, the District's failure to act within 45 days of submission shall be deemed approval of the baseline monitoring report.

e. Regular data collection may begin on or before February 28, 2023 in accordance with the District-approved baseline monitoring report and Exhibit 12. Ongoing data collection will be conducted in accordance with Exhibit 12.

f. On or before April 1, 2024, the permittee shall submit the first annual Environmental Monitoring Report. The Permittee shall submit annual Environmental Monitoring Reports on April 1st of each year thereafter through Year 5 of the Project's maximum withdrawals unless the District's review of the environmental monitoring program indicates additional monitoring is necessary.

g. Upon completion of the environmental monitoring program, the District will review the monitoring results, inclusive of additional available monitoring data, and determine if additional monitoring or wetland mitigation may be required, or if the monitoring program may be discontinued.

31. In the event the District determines that harm to wetlands or other surface waters is occurring or imminently is expected to occur, upon notice, the permittee, in partnership with other permittees or by itself, shall implement appropriate avoidance measures identified in the Environmental Harm Contingency Plan attached hereto as Exhibit 18.
32. If the District determines the projected implementation of the Environmental Harm Contingency Plan is expected to be insufficient to eliminate or reduce the harm, the permittee shall submit an application to modify this permit within 30 days of notification by the District.
33. At least 90 days prior to initiating any withdrawals for this Project, except as specified in Limiting Condition 38, the permittee shall submit a notice of intent to initiate the wellfield production. Well production may occur unless the District provides written notice that the permittee is not in compliance with any Permit Limiting Condition within 45 days of receipt of the notice of intent to initiate wellfield production.
34. Within 12 months of permit issuance, the permittee shall submit executed copies of all participation agreements or other similar contracts to the District. The participation agreements or other similar contracts shall, at a minimum, specify the amount of finished water, on an annual basis, that this wellfield project will provide to each of its participants, per construction Phase and through the permit duration.

If the total volume of finished water specified for the vested partners, including treatment and distribution losses, to be provided by this wellfield project does not equal 13,688 MGY of raw water, the permittee shall, within 3 months of submittal of copies to the District, submit an application to modify this Permit to reflect demand demonstrated by participation agreements.

35. The permittee proposes to implement this project in multiple phases as follows:

- a. Consistency with SWFWMD and Entity Financial Commitments:

- i. On or before December 31, 2016, the permittee shall submit the fully-executed Central Florida Partnership Agreement between the water supply entity and SWFWMD.

Limiting Conditions

ii. On or before December 31, 2020, the permittee shall provide documentation of the financial commitment from SWFWMD of approximately \$110 million and issuance of bonds by permittee (of approximately \$110 million) for all of Phase 1 of the project. In the event this documentation is not timely provided, then the provisions of Limiting Condition 37 shall apply.

iii. On or before December 31, 2025, the permittee shall provide documentation of the financial commitment from SWFWMD of approximately \$32 million and issuance of bonds by permittee (of approximately \$32 million) for this portion of the project. In the event this documentation is not timely provided, then the provisions of Limiting Condition 37 shall apply.

iv. On or before December 31, 2042, the permittee shall provide documentation of the financial commitment from SWFWMD of approximately \$17 million and issuance of bonds by permittee (of approximately \$17 million) for this portion of the project. In the event this documentation is not timely provided, then the provisions of Limiting Condition 37 shall apply.

b. Wellfield Operating Plan Phase 2:

Prior to implementation of withdrawals associated with Wellfield Operating Plan Phase 2, the Project Status Verification Report (Limiting Condition 36) shall assess Wellfield Operating Plan Phase 1 withdrawals to verify this wellfield project is not causing unanticipated, harmful impacts to wetlands, lakes, other surface water bodies, or water resources. District staff shall review the Project Status Verification Report within 60 days of submittal and notify the permittee as to whether or not unanticipated, harmful impacts are occurring or are imminent. In the event staff determines unanticipated, harmful impacts are occurring or are imminent, the provisions of Limiting Condition 31 shall immediately be implemented and withdrawals from Wellfield Operating Plan Phase 2 shall be delayed until a modification of this permit is issued.

c. Wellfield Operating Plan Phase 3:

Prior to implementation of withdrawals associated with Wellfield Operating Plan Phase 3, the Project Status Verification Report (Limiting Condition 36) shall assess Wellfield Operating Plan Phases 1 and 2 withdrawals to verify this wellfield project is not causing unanticipated, harmful impacts to wetlands, lakes, other surface water bodies, or water resources. District staff shall review the Project Status Verification Report within 60 days of submittal and notify the permittee as to whether or not unanticipated, harmful impacts are occurring. In the event staff determines unanticipated, harmful impacts are occurring, the provisions of Limiting Condition 31 shall immediately be implemented and withdrawals from Wellfield Operating Plan Phase 3 shall be delayed until a modification of this permit is issued.

36. Beginning on April 1, 2015, and continuing on April 1st every year thereafter, the permittee shall submit an annual Project Status Verification Report for the prior calendar year describing: 1) the progress made to comply with permit Limiting Conditions; and 2) an assessment of whether this wellfield project and associated requirements is on schedule; an explanation, if the wellfield has fallen behind schedule, of how the Permittee will put the wellfield project back on schedule. If the Permittee has exercised due diligence to meet the required deadlines in limiting conditions herein but cannot meet one or more of them because of factors beyond its control, then the Permittee may seek an extension of the deadlines by submitting a request to modify the permit to the District, and providing documentation for the basis of the request. The annual Project Status Verification Report may also include unaccounted-for transmission line losses as required in Limiting Condition 20 and the annual Environmental Monitoring Report as required in Limiting Condition 30.

Limiting Conditions

37. The allocations in this permit are subject to revocation, reduction, or other modification after (1) District review of each ten year compliance report (see Limiting Condition 22), (2) District review of the Project Status Verification Report(s) (see Limiting Condition 36), (3) failure to timely provide the District with the documentation concerning project implementation requirements (see Limiting Condition 35), or (4) at any other time during the term of this permit, upon reasonable notice to the permittee including a statement of facts upon which the District based its determination, to address commitments and/or abate harmful impacts that are observed or projected to occur because of the permittee's authorized withdrawals, based on updated modeling tools and additional data collected during the term of the permit.
38. With the District's prior written approval, the permittee may test/operate one or more withdrawal facilities for the purpose of collecting hydrogeologic information.
39. All limiting conditions are intended to address resources and existing legal users located within the District, the SWFWMD, and the surrounding area.
40. This project is located in the Central Florida Water Initiative (CFWI) area, an area with on-going impacts to water resources which are being addressed by the CFWI. If the District determines that adverse impacts to water resources or existing legal users are occurring or are projected to occur because of the Permittee's authorized withdrawals over the permit duration, the District, upon reasonable notice to the permittee and including a statement of facts upon which the District based its determination, may modify quantities permitted or other conditions of the permit, as appropriate, to address the impact, but only after an opportunity for the permittee to resolve or mitigate the impact or to request a hearing. Such modification, if any, will consider such factors as the permittee's relative contribution to the water resource impact being addressed due to groundwater withdrawals, the timing of this permit issuance compared to presently existing legal use of water, and other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Modifications may include mitigation of impacts and / or reconsideration of allocations or requirements to timely implement required actions that are consistent with the long-term, regional water supply solutions as implemented by rules. Such actions may include the development of alternative water supplies, the implementation of water resource and / or water supply development projects, the application of impact offsets or substitution credits, operating plans, heightened water conservation or other appropriate actions. Nothing in this condition is intended to abrogate the rights of the Governing Board or of any other person under Section 373.233, Fla. Stat.
41. The Central Florida Water Initiative documented existing water resource environmental impacts within its boundaries. This Initiative remains underway and is, in part, crafting long-term water supply solutions for the region. As a component of immediate, interim measures the permittee is encouraged to participate in the District's on-going, heightened water conservation public education program. Given the permittee's use class, opportunities may include such activities as participation in water conservation public service announcements, demonstrations of irrigation efficiency at community gardens, posting water conservation information or links on the permittee's website. Please contact Nicholas Vitani, P.G. at nvitani@sfwmd.gov to discuss opportunities for participation in this important District effort.
42. On or before January 31, 2021, the permittee shall construct one Upper Floridan aquifer monitor well located within the delineated area identified in Exhibit 9-E. The well shall be constructed according to the general specifications set forth for Well SE-UFA-MW1 in the Construction and Testing Report Southeast Deep Exploratory Well by Post Buckley, Schuh and Jernigan dated April 2010, which was submitted by the permittee to the District during the permit application process. By March 31, 2021 and each calendar quarter thereafter, the permittee shall sample the Upper Floridan aquifer monitor

Limiting Conditions

well once for water level, chloride and total dissolved solids and report the results to the District pursuant to Limiting Condition 15 and in writing to Gold Coast Utilities Corporation, 2340 N.E. Dixie Highway, Jensen Beach, Florida 34957. The specified monitoring of the Upper Floridan aquifer monitor well and the reporting of data shall continue for the duration of the permit, unless modified or discontinued by the District.

LIST OF EXHIBITS

EXHIBIT 1	Location of Project
EXHIBIT 2	Location of Project
EXHIBIT 3	Public Water Supply Service Area Map
EXHIBIT 4	Table A: Well Information
EXHIBIT 5	Table 1 Anticipated Demands by Service Area
EXHIBIT 6	Well log- Well DEW
EXHIBIT 7	LFA drawdown maps
EXHIBIT 8	APPZ drawdown maps
EXHIBIT 9	UFA drawdown maps/ <u>Proposed UFA Monitoring Well Location</u>
EXHIBIT 10	SAS drawdown maps
EXHIBIT 11	Chloride map
EXHIBIT 12	Environmental Monitoring Plan
EXHIBIT 13	Wetland map with drawdowns- key map
EXHIBIT 14	Wetland drawdown maps (14-1 through 14-14)
EXHIBIT 15	Wetland table (8 pages)
EXHIBIT 16	Table- monitoring sites and Maps-monitoring sites (16-1 through 16-21)
EXHIBIT 17	Summary of LC Compliance Requirements
EXHIBIT 18	Environmental Harm Contingency Plan
EXHIBIT 19	Distribution List

The Exhibits to the Permit are Available for Review Upon Request from the PRWC

Exhibit B to Contract
Legal Description of Well Site No. 1

THAT PART OF SECTION 21, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21 AND RUN SOUTH 00°32'28" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1245.32 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 630 (FORMERLY SR 630) AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAPS FOR PROJECTS 1615-1218, 1615-104, AND 16150-2502; THENCE NORTH 89°42'25" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 825.97 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE SURVEY BASELINE FOR A DRAINAGE EASEMENT, SAID INTERSECTION BEING 80.00 FEET LEFT OF CENTERLINE STATION 410+70.00, AS SHOWN ON SAID STATE ROAD DEPARTMENT RIGHT OF WAY MAPS; THENCE NORTH 21°12'25" EAST ALONG SAID DRAINAGE EASEMENT SURVEY BASELINE, (SAID DRAINAGE EASEMENT BEING 60.00 FEET IN WIDTH, 20.00 FEET RIGHT AND 40.00 FEET LEFT OF SAID SURVEY BASELINE) A DISTANCE OF 327.77 FEET; THENCE NORTH 89°33'36" EAST, A DISTANCE OF 660.07 FEET; THENCE SOUTH 01°00'20" EAST, A DISTANCE OF 306.68 FEET, TO SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD 630; THENCE SOUTH 59°42'25" WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD 630 A DISTANCE OF 784.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.07 ACRES MORE OR LESS.

Exhibit C to Contract
Legal Description of Cypresswood Drive Well Site

Lot 2 of Block “K” and Lots 1 and 2 of Block “L”, WALK-IN-WATER LAKE ESTATES PAHSE THREE UNIT ONE, according to the map or plat thereof as recorded in Plat Book 67, at Page 22, Public Records of Polk County, Florida.

Being the same property as described in that certain Escheatment Tax Deed recorded in O.R. Book 9457, at Page 1016 (as to Lot 2 Block K) and in that certain Escheatment Tax Deed recorded in O.R. Book 9457, at Page 1017 (as to Lot 1 Block L) and in that certain Warranty Deed recorded in O.R. Book 10547, at Pages 176 and 177 (as to Lot 2 Block L), all of the Public Records of Polk County, Florida.

Exhibit D to Contract
Legal Description of Southeast Wellfield Water Treatment Plant Site

Project Name: Nalcrest PRWC
Tax Folio Number: 29-30-08-000000-033010

Project Number: 0908E22-1A

DESCRIPTION

The North 3/4 of the Northwest 1/4 of the Northwest 1/4 of Section 08, Township 30 South, Range 29 East, Polk County, Florida; LESS AND EXCEPT Boy Scout Road right-of-way, as described in Official Records Book 455, page 389, Public Records of Polk County, Florida

AND INCLUDING

BEGIN at a 5/8" iron rod and cap stamped "PLS 3381", marking the Southeast corner of said North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence South 00°16'41" East, along the east line of said Northwest 1/4 of the Northwest 1/4, a distance of 22.57 feet; thence South 89°38'16" West, parallel with the south line of said North 3/4 of the Northwest 1/4 of the Northwest 1/4, a distance of 1284.68 feet, to the east right-of-way line of Boy Scout Road per Official Records Book 455, page 389, of said Public Records; thence North 00°17'25" West, along said east right-of-way line, 22.57 feet, to said south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence North 89°38'16" East along said south line, 1284.68 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT the following:

A parcel of land being a portion of a parcel as described in Official Records Book 10453, Page 04, Public Records of Polk County, Florida, lying in the Northwest 1/4 of Section 08, Township 30 South, Range 29 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 8; thence South 00°17'25" East, along the west line of said Section 08, a distance of 994.37 feet to the south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 8; thence North 89°38'16" East, along said south line, 40.00 feet to the east right-of-way line of Boy Scout Road as described in Official Records Book 455, Page 389 of said Public Records, and the **Point of Beginning**; thence North 00°17'25" West, along said east right-of-way line, 317.43 feet; thence North 89°38'16" East, 640.60 feet; thence South 00°17'25" East, 317.43 feet to said south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence continue South 00°17'25" East, 22.57 feet to the south line of said parcel described in Official Records Book 10453, Page 04; thence South 89°38'16" West, along said south line, 640.60 feet, to said east right-of-way line; thence North 00°17'25" West, along said east right-of-way line, 22.57 feet to the **Point of Beginning**.

Exhibit E to Contract
County Deeds, Assignment of Easement and Utility Easement

[See Attached 11 Pages]

This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Scott C. Lowery

PRWC – Southeast Wellfield (Plant Site)

Parent Parcel I.D. No.: 293008-000000-033010

COUNTY DEED

THIS DEED, made this _____ day of _____, 2022, by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to **POLK REGIONAL WATER COOPERATIVE**, a public agency and unit of special purpose government created pursuant to Chapter 189, Florida Statutes, Section 373.173, Florida Statutes, and an Interlocal Agreement with Effective Date of June 1, 2016, whose address is P.O. Box 9005, Bartow, Florida 33831, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to them in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

SEE ATTACHMENT "A"

Being a portion of the same property as described in that certain Warranty Deed recorded in O.R. Book 10453, at Pages 4 through 6, Public Records of Polk County, Florida.

SUBJECT TO that certain condition regarding an existing Access Easement as stated in the above-described Warranty Deed.

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

ATTEST:
Stacy M. Butterfield
Clerk to the Board

GRANTOR:
Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk
(Seal)

By: _____
George Lindsey III, Chairman
Board of County Commissioners

Attachment "A" - Sheet 1 of 2

Project Name: Nalcrest PRC
 Tax Folio Number: 29-30-08-000000-033010

Project Number: 0908E22-1A

DESCRIPTION

The North 3/4 of the Northwest 1/4 of the Northwest 1/4 of Section 08, Township 30 South, Range 29 East, Polk County, Florida; LESS AND EXCEPT Boy Scout Road right-of-way, as described in Official Records Book 455, page 389, Public Records of Polk County, Florida

AND INCLUDING

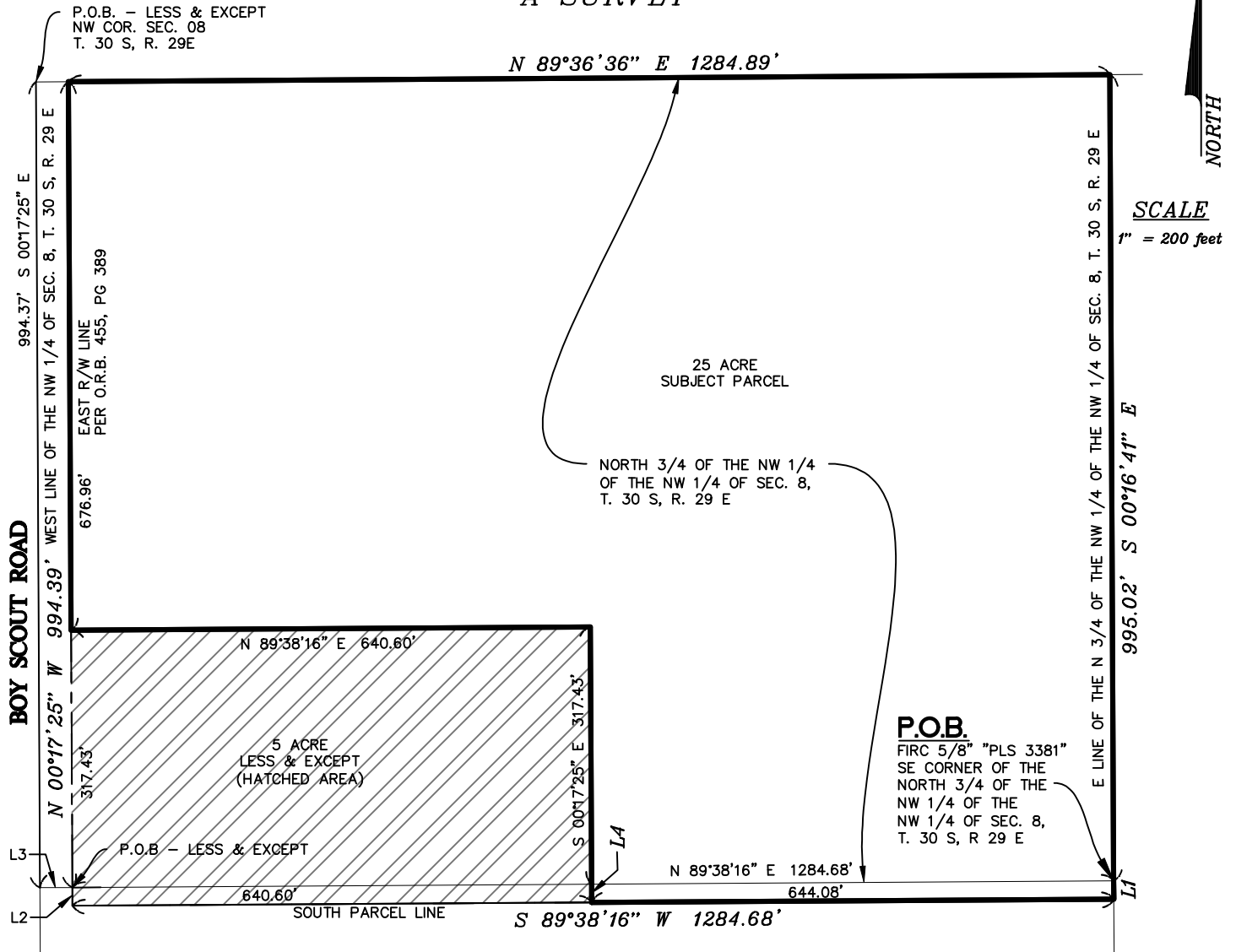
BEGIN at a 5/8" iron rod and cap stamped "PLS 3381", marking the Southeast corner of said North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence South 00°16'41" East, along the east line of said Northwest 1/4 of the Northwest 1/4, a distance of 22.57 feet; thence South 89°38'16" West, parallel with the south line of said North 3/4 of the Northwest 1/4 of the Northwest 1/4, a distance of 1284.68 feet, to the east right-of-way line of Boy Scout Road per Official Records Book 455, page 389, of said Public Records; thence North 00°17'25" West, along said east right-of-way line, 22.57 feet, to said south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence North 89°38'16" East along said south line, 1284.68 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT the following:

A parcel of land being a portion of a parcel as described in Official Records Book 10453, Page 04, Public Records of Polk County, Florida, lying in the Northwest 1/4 of Section 08, Township 30 South, Range 29 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 8; thence South 00°17'25" East, along the west line of said Section 08, a distance of 994.37 feet to the south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 8; thence North 89°38'16" East, along said south line, 40.00 feet to the east right-of-way line of Boy Scout Road as described in Official Records Book 455, Page 389 of said Public Records, and the **Point of Beginning**; thence North 00°17'25" West, along said east right-of-way line, 317.43 feet; thence North 89°38'16" East, 640.60 feet; thence South 00°17'25" East, 317.43 feet to said south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence continue South 00°17'25" East, 22.57 feet to the south line of said parcel described in Official Records Book 10453, Page 04; thence South 89°38'16" West, along said south line, 640.60 feet, to said east right-of-way line; thence North 00°17'25" West, along said east right-of-way line, 22.57 feet to the **Point of Beginning**.

**THIS IS NOT
A SURVEY**



LEGEND

(C) = CALCULATED
(P) = PLAT
COR. = CORNER
M.B. = MAP BOOK
M/R/W = MAINTAINED RIGHT-OF-WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG(S). = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP

Line Table

LINE #	DIRECTION	LENGTH
L1	S 0°16'41" E	22.57'
L2	N 0°17'25" W	22.57'
L3	N 89°38'16" E	40.00'
L4	S 0°17'25" E	22.57'

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA
STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE,
NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

DATE
08/31/22

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

DESCRIPTION SKETCH
LOCATED IN SECTION 08,
TOWNSHIP 30 SOUTH, RANGE 29
EAST, POLK COUNTY, FLORIDA.

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200

FAX: (863) 519-8117

Sheet No.
2 of 2

Drawn by:
MSK

Checked by:
JRN

Check Date:
08/31/22

Parcel Number:
N/A

PREPARED FOR:
REAL ESTATE SERVICES

File Name:
0908E22-1A



THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Scott C. Lowery

PRWC – Southeast Wellfield (Wellsite 1)

Parcel I.D. No.: 293121-000000-041010

COUNTY DEED

THIS DEED, made this _____ day of _____, 2022, by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to **POLK REGIONAL WATER COOPERATIVE**, a public agency and unit of special purpose government created pursuant to Chapter 189, Florida Statutes, Section 373.173, Florida Statutes, and an Interlocal Agreement with Effective Date of June 1, 2016, whose address is P.O. Box 9005, Bartow, Florida 33831, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to them in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

SEE ATTACHMENT "A"

Being the same property as described in those certain Warranty Deeds recorded in O.R. Book 8099, at Page 1829 and in O.R. Book 8099, at Page 1830, both of the Public Records of Polk County, Florida.

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

ATTEST:
Stacy M. Butterfield
Clerk to the Board

GRANTOR:
Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk
(Seal)

By: _____
George Lindsey III, Chairman
Board of County Commissioners

ATTACHMENT "A"

THAT PART OF SECTION 21, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21 AND RUN SOUTH 00°32'28" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1245.32 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 630 (FORMERLY SR 630) AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAPS FOR PROJECTS 1615-1218, 1615-104, AND 16150-2502; THENCE NORTH 89°42'25" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 825.97 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE SURVEY BASELINE FOR A DRAINAGE EASEMENT, SAID INTERSECTION BEING 80.00 FEET LEFT OF CENTERLINE STATION 410+70.00, AS SHOWN ON SAID STATE ROAD DEPARTMENT RIGHT OF WAY MAPS; THENCE NORTH 21°12'25" EAST ALONG SAID DRAINAGE EASEMENT SURVEY BASELINE, (SAID DRAINAGE EASEMENT BEING 60.00 FEET IN WIDTH, 20.00 FEET RIGHT AND 40.00 FEET LEFT OF SAID SURVEY BASELINE) A DISTANCE OF 327.77 FEET; THENCE NORTH 89°33'36" EAST, A DISTANCE OF 660.07 FEET; THENCE SOUTH 01°00'20" EAST, A DISTANCE OF 306.68 FEET, TO SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD 630; THENCE SOUTH 59°42'25" WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD 630 A DISTANCE OF 784.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.07 ACRES MORE OR LESS.

This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Scott C. Lowery

PRWC – Southeast Wellfield (Cypresswood Dr Wellsite)

Parcel I.D. Nos.: 293029-992880-011020/012010/012020

COUNTY DEED

THIS DEED, made this _____ day of _____, 2022, by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to **POLK REGIONAL WATER COOPERATIVE**, a public agency and unit of special purpose government created pursuant to Chapter 189, Florida Statutes, Section 373.173, Florida Statutes, and an Interlocal Agreement with Effective Date of June 1, 2016, whose address is P.O. Box 9005, Bartow, Florida 33831, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to them in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

Lot 2 of Block "K" and Lots 1 and 2 of Block "L", WALK-IN-WATER LAKE ESTATES PAHSE THREE UNIT ONE, according to the map or plat thereof as recorded in Plat Book 67, at Page 22, Public Records of Polk County, Florida.

Being the same property as described in that certain Escheatment Tax Deed recorded in O.R. Book 9457, at Page 1016 (as to Lot 2 Block K) and in that certain Escheatment Tax Deed recorded in O.R. Book 9457, at Page 1017 (as to Lot 1 Block L) and in that certain Warranty Deed recorded in O.R. Book 10547, at Pages 176 and 177 (as to Lot 2 Block L), all of the Public Records of Polk County, Florida.

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

ATTEST:
Stacy M. Butterfield
Clerk to the Board

GRANTOR:
Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk
(Seal)

By: _____
George Lindsey III, Chairman
Board of County Commissioners

This instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
PO Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Scott C. Lowery

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF EASEMENT, made this _____ day of _____, 2022, between **POLK COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Assignor", and **POLK REGIONAL WATER COOPERATIVE**, a public agency and unit of special purpose government created pursuant to Chapter 189, Florida Statutes, Section 373.173, Florida Statutes, and an Interlocal Agreement with Effective Date of June 1, 2016, whose address is P.O. Box 9005, Bartow, Florida 33831, hereinafter referred to as "Assignee".

WITNESSETH

WHEREAS, Assignor is the Grantee under that certain Utility Easement, dated April 12, 2018, by and between Goff Properties, LLC, a Florida Limited Liability Company, and Polk County, a political subdivision of the State of Florida, recorded in Official Record Book 10453, at Pages 7 through 9, of the Public Records of Polk County, Florida, hereinafter referred to as the "Easement"; and

WHEREAS, Assignor desires to assign all of its right, title and interest under the Easement to Assignee, its successors and assigns; and

WHEREAS, Assignee desires to accept and assume all of the right, title, interest and conditions of Assignor under the Easement.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration in hand paid and delivered by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby grants, conveys, and assigns without covenant or warranty to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to said Easement, together with any improvements and appurtenances thereon and thereto owned by the Assignor and Assignee hereby accepts and assumes all right, title and interest in and to said Easement and all obligations and responsibilities thereunder.

TO HAVE AND TO HOLD Assignor's interest in, to and under the Easement, unto Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of said Board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

Polk County, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
**George Lindsey III, Chairman
Board of County Commissioners**

This Instrument prepared under the direction of
R. Wade Allen, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery

PRWC – Southeast WPF

Parent Parcel ID No.: 293008-000000-033010

UTILITY EASEMENT

THIS EASEMENT made this _____ day of _____, 2022, between **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 988, Bartow, Florida 33831, Grantor, and the **POLK REGIONAL WATER COOPERATIVE**, a public agency and unit of special purpose government created pursuant to Chapter 189, Florida Statutes, Section 373.173, Florida Statutes, and an Interlocal Agreement with Effective Date of June 1, 2016, whose address is P.O. Box 9005, Bartow, Florida 33831, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, a perpetual utility easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining underground water utility facilities under, across and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHMENT "A"

TO HAVE AND TO HOLD THE SAME, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted.

Grantor covenants with the Grantee that it is lawfully seized of said lands and that it has good, right and lawful authority to grant this easement.

THIS UTILITY EASEMENT IS FOR THE SPECIFIC USE OF GRANTEE ONLY AND IS NOT TO BE CONSTRUED AS A PUBLIC UTILITY EASEMENT.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Signed, Sealed and Delivered in the Presence of:
(Signature of Two Witnesses Required by Florida Law)

GRANTOR:

POLK COUNTY, a political subdivision
organized and existing in the State of Florida

By: _____
George Lindsey III, Chairman
Board of County Commissioners

Witness

Printed Name

Witness

Printed Name

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2022 by George Lindsey III, as Chairman of the Polk County Board of County Commissioners, on behalf of the Board. She is ☐ personally known to me or ☐ has produced _____ as identification.

(Affix Notary Seal)

Notary Public

Print Name

Commission Expiration Date

Attachment "A" - Sheet 1 of 2

Project Name: Nalcrest Fire Station Easement
Tax Folio Number: 29-30-08-000000-033010

Project Number: 0908E22-1C

DESCRIPTION

The East 40.00 feet of the West 75.00 feet of the following described parcel:

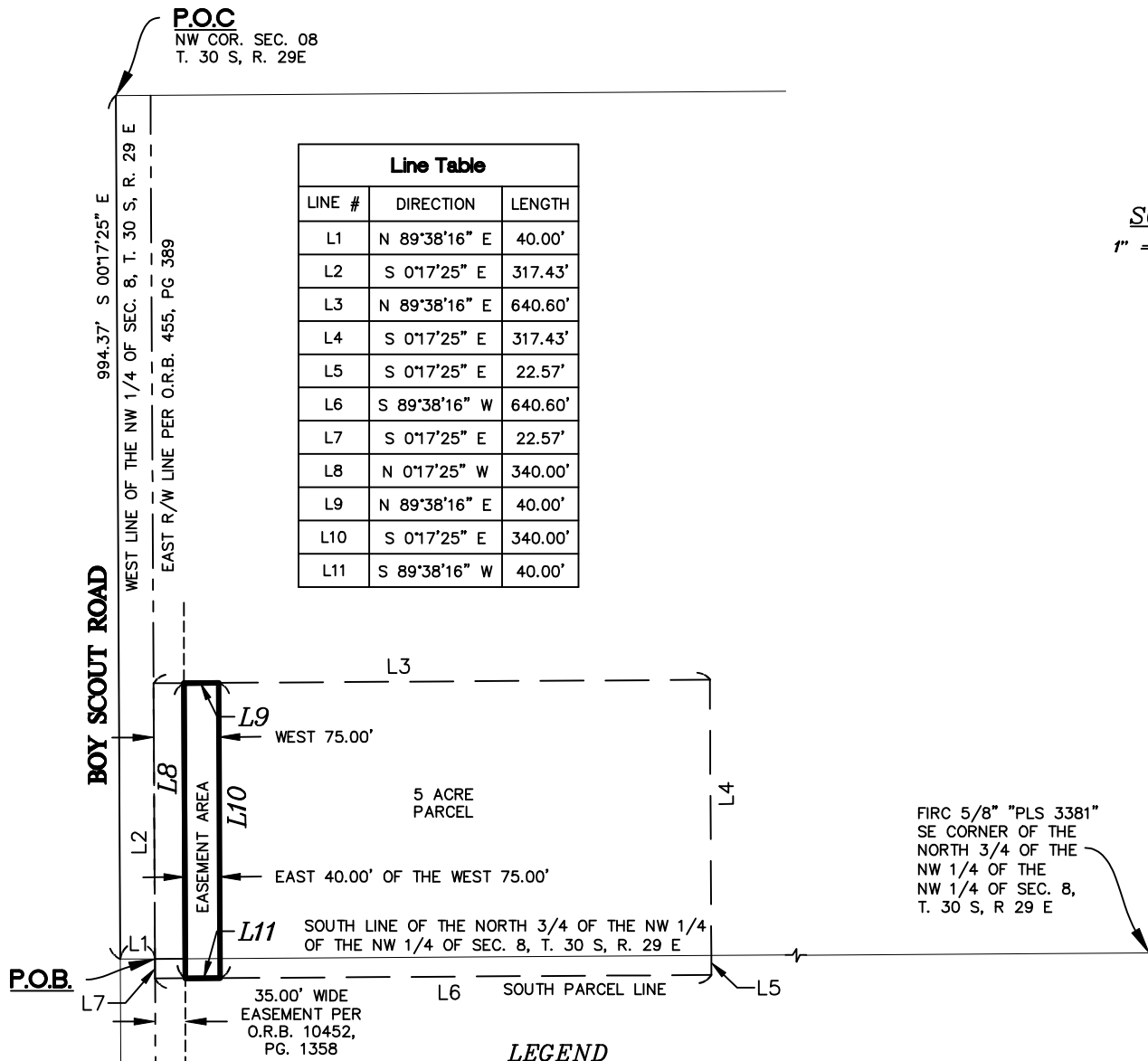
A parcel of land being a portion of a parcel as described in Official Records Book 10453, Page 04, Public Records of Polk County, Florida, lying in the Northwest 1/4 of Section 08, Township 30 South, Range 29 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 8; thence South $00^{\circ}17'25''$ East, along the west line of said Section 08, a distance of 994.37 feet to the south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 8; thence North $89^{\circ}38'16''$ East, along said south line, 40.00 feet to the east right-of-way line of Boy Scout Road as described in Official Records Book 455, Page 389 of said Public Records, and the **Point of Beginning**; thence North $00^{\circ}17'25''$ West, along said east right-of-way line, 317.43 feet; thence North $89^{\circ}38'16''$ East, 640.60 feet; thence South $00^{\circ}17'25''$ East, 317.43 feet to said south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence continue South $00^{\circ}17'25''$ East, 22.57 feet to the south line of said parcel described in Official Records Book 10453, Page 04; thence South $89^{\circ}38'16''$ West, along said south line, 640.60 feet, to said east right-of-way line; thence North $00^{\circ}17'25''$ West, along said east right-of-way line, 22.57 feet to the **Point of Beginning**.

THIS IS NOT A SURVEY

NORTH

SCALE
1" = 200 feet



LEGEND

(C) = CALCULATED
(P) = PLAT
COR. = CORNER
M.B. = MAP BOOK
M/R/W = MAINTAINED RIGHT-OF-WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG(S). = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

DATE
08/31/22

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

DESCRIPTION SKETCH
LOCATED IN SECTION 08,
TOWNSHIP 30 SOUTH, RANGE 29
EAST, POLK COUNTY, FLORIDA.

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200

FAX: (863) 519-8117

Sheet No.
2 of 2

Drawn by:
MSK

Checked by:
JRN

Check Date:
08/31/22

Parcel Number:
N/A

PREPARED FOR:
REAL ESTATE SERVICES

File Name:
0908E22-1C



THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

REVISION	DATE	BY

Exhibit F to Contract
Bill of Sale to the Cooperative

[See Attached 7 Pages]

BILL OF SALE
TO
POLK REGIONAL WATER COOPERATIVE

KNOW ALL MEN BY THESE PRESENTS that Polk County, a charter county and political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, FL 33830 (hereinafter referred to as “County”), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the Polk Regional Water Cooperative, whose address is 330 West Church Street, Bartow, FL 33830 (hereinafter referred to as “Cooperative”), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell transfer, set over and deliver unto the Cooperative, its successors and assign, all those Test Production Wells and Monitoring Wells and the respective components thereof depicted and described on the attached Exhibit “A”

TO HAVE AND TO HOLD the same unto the Cooperative, its successors and assigns forever.

And the County, for itself and its successors, hereby covenants to and with the Cooperative, its successors and assigns, that it is the lawful owner of the said goods and chattels, and they are free from all liens and encumbrances, that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the County does hereby assign to the Cooperative any and all warranties and guarantees that it has received from the contractor which constructed and installed the goods and chattels which are more completely described in the attached **Exhibit “A.”**

[signature page follows]

IN WITNESS WHEREOF, the County has caused its name to be hereunto subscribed this ____ day of _____, 2022.

ATTEST:

POLK COUNTY, a political subdivision of
the State of Florida

Stacy M. Butterfield
Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

By: _____
George Lindsey III, Chairman
Board of County Commissioners

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by George Lindsey III as Chairman of the Board of County Commissioner of Polk County, on its behalf. He ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public

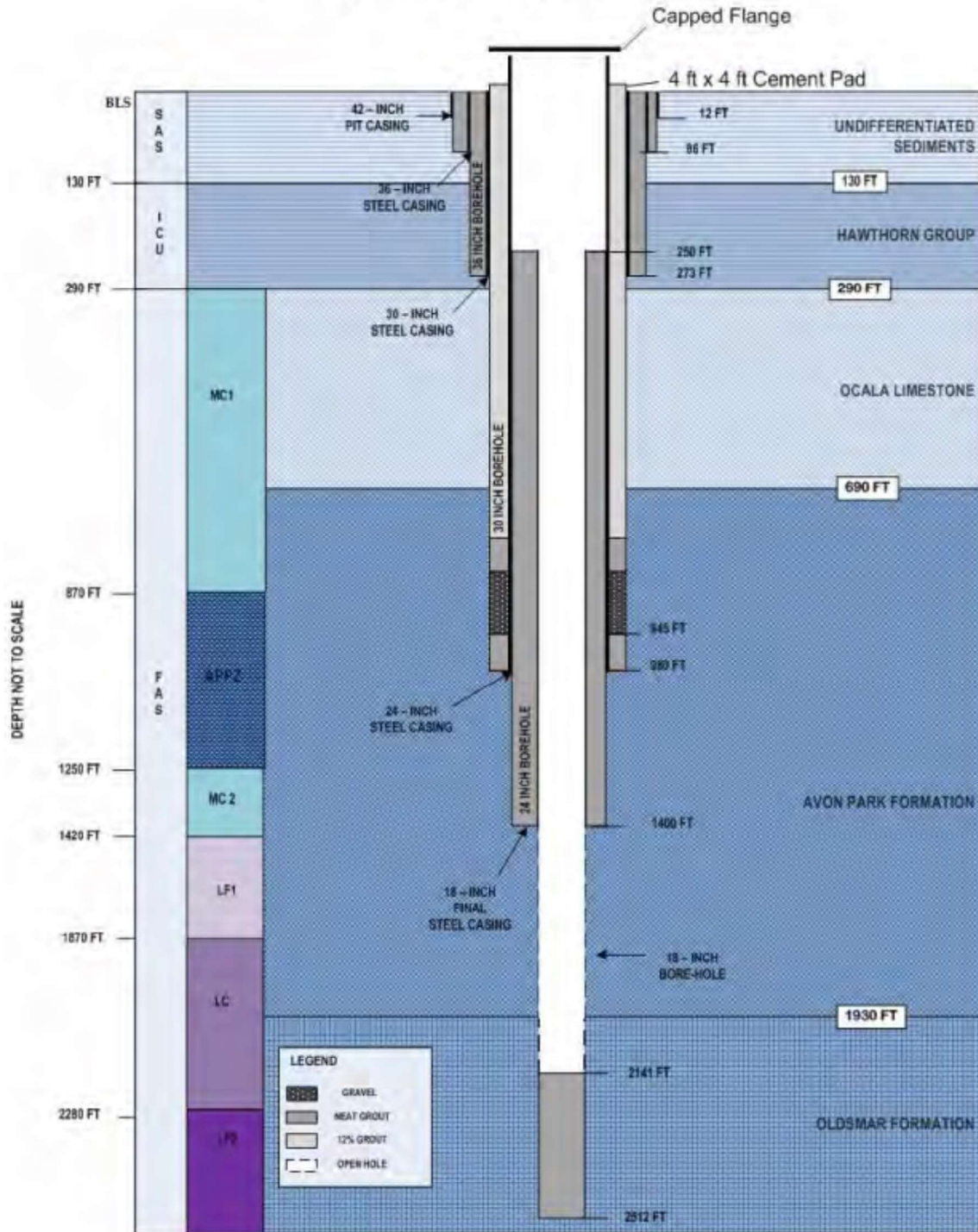
EXHIBIT A

LIST OF TANGIBLE ASSETS

TEST PRODUCTION WELL NO. 1 AND MONITORING WELLS (See Exhibit A-1)

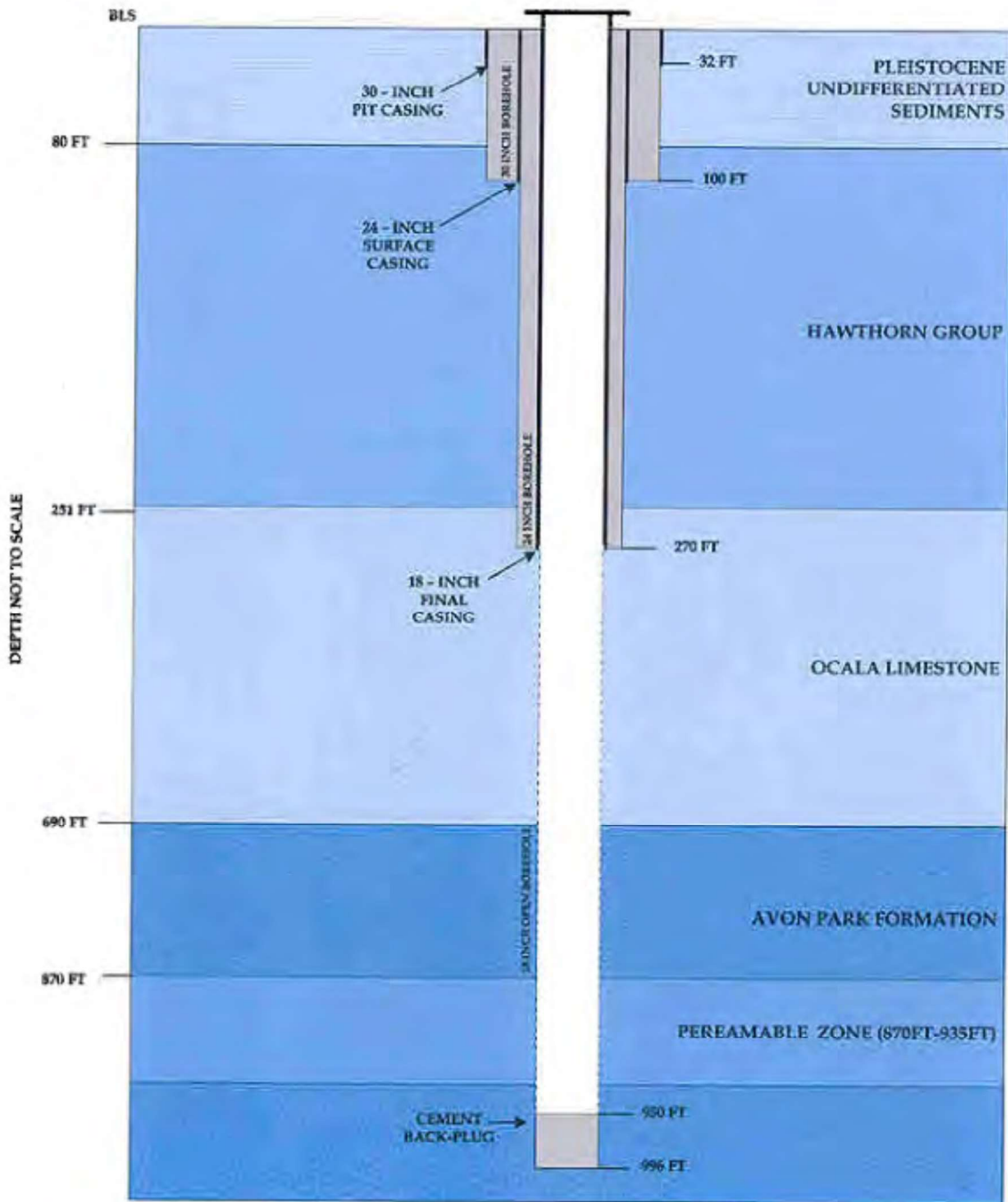
1. SE-TPW-1 (a/k/a SE-DEW-1)
2. SE-UFA-MW1
3. SE-SA-MW1
4. SE-DZ-MW1

EXHIBIT A-1



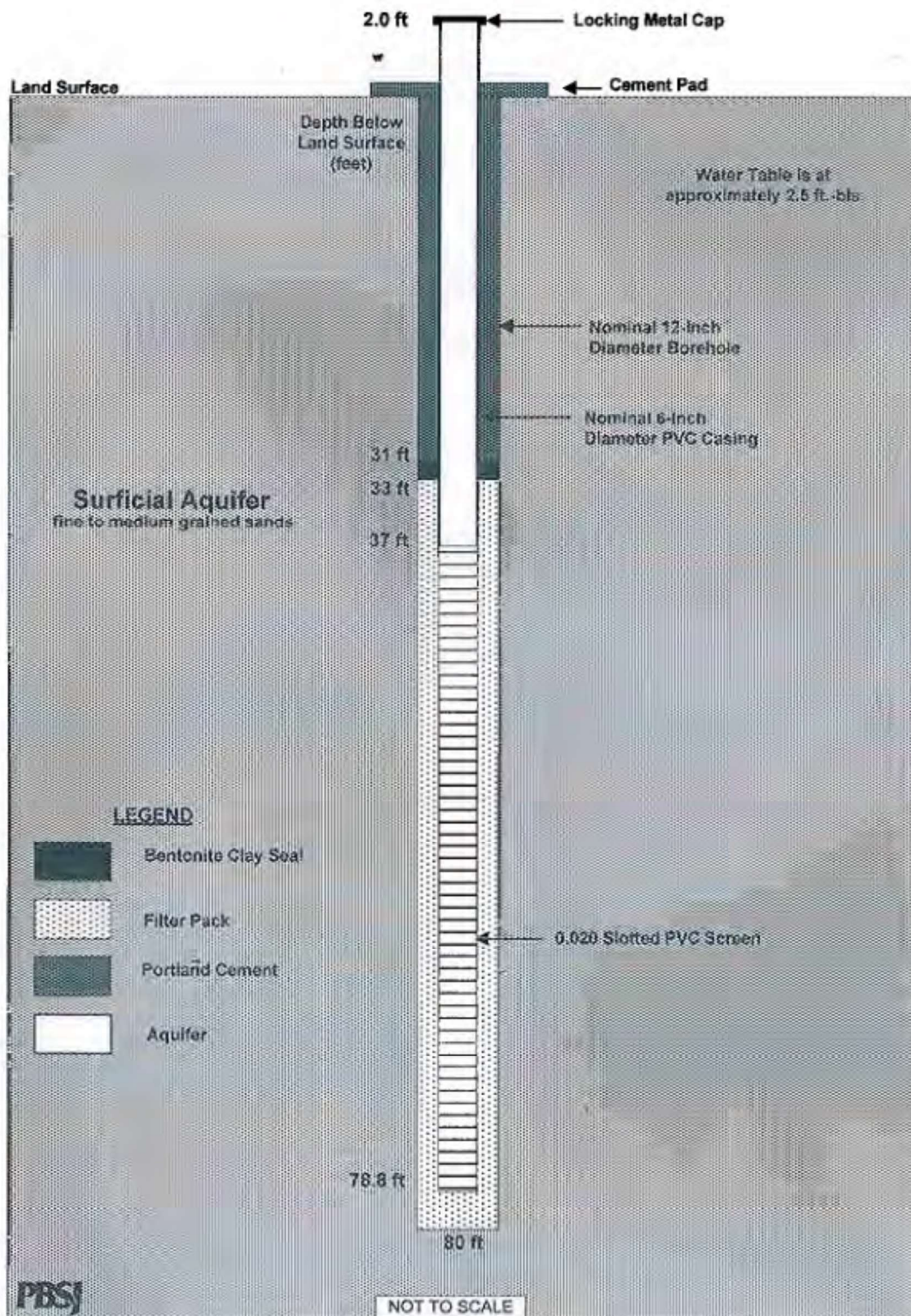
SE-TPW-1 (A.K.A. SE-DEW-1)

As-built Diagram



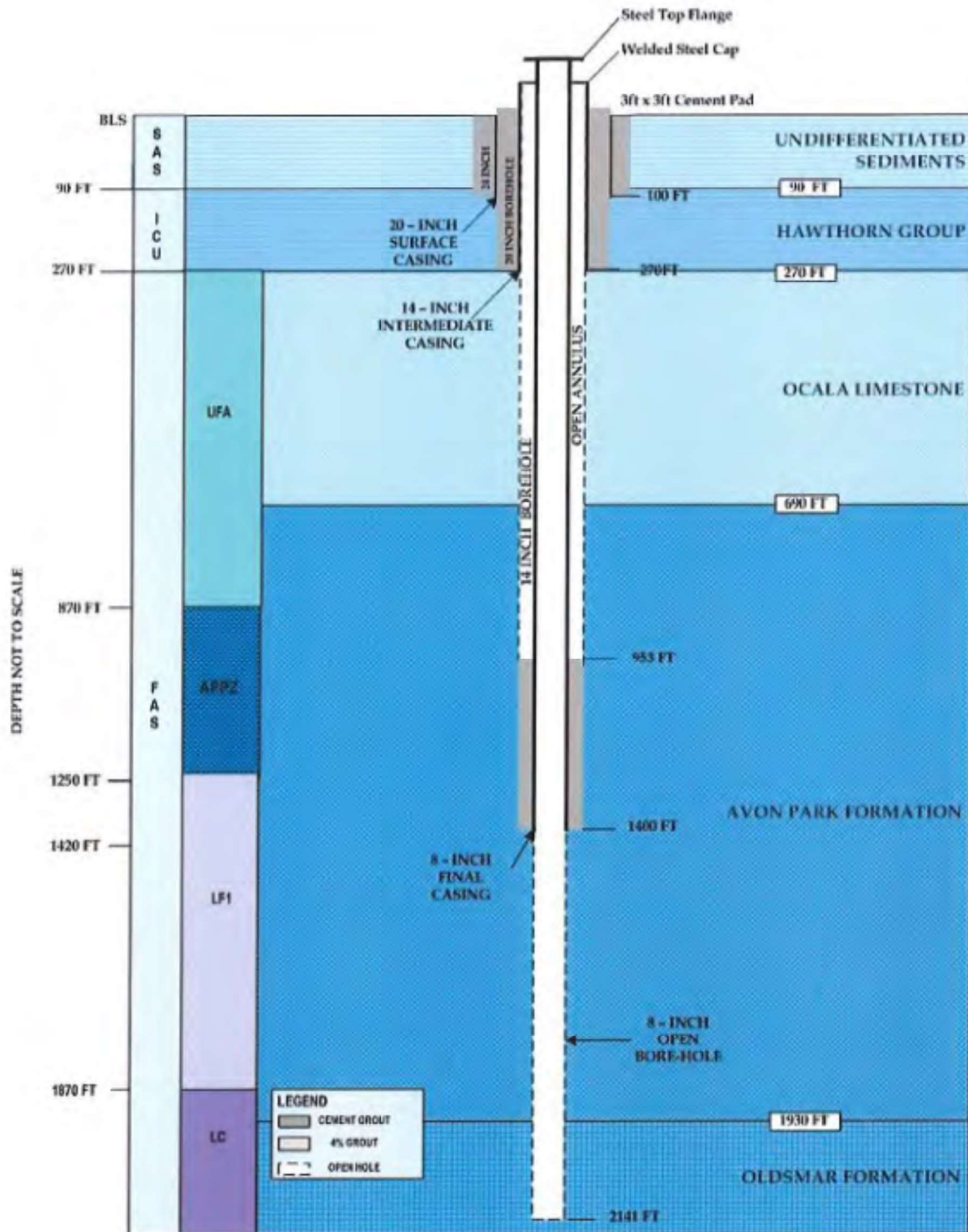
SE-UFA-MW1

As-built Diagram



SE-SA-MW1

As-built Diagram



SE-DZ-MW1

As-built Diagram