

# Governing Board Meeting

## *Agenda and Meeting Information*

*May 23, 2023*

*9:00 a.m.*

7601 US-301 • Tampa, Florida  
(813) 985-7481 • 1-800-423-1476

Southwest Florida  
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



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

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

## Final Agenda GOVERNING BOARD MEETING

**MAY 23, 2023  
9:00 AM**

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

*All meetings are open to the public*

**MEETING NOTICE**

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

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

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

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

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

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

The current Governing Board agenda and minutes of previous meetings are available at [WaterMatters.org](http://WaterMatters.org).

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

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

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

## **1. CONVENE PUBLIC MEETING**

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

## **2. CONSENT AGENDA**

- 2.1 **Resource Management Committee:** Hillsborough County SCADA System (Q213) – Scope and Cost Revision
- 2.2 **Resource Management Committee:** Braden River Utilities Taylor Road Area Transmission – Third-Party Review (Q268)
- 2.3 **Operations, Lands and Resource Monitoring Committee:** Amended and Restated Site Agreement for Land – Cell Phone Tower, SWF Parcel No. 20-503-257X
- 2.4 **Regulation Committee:** Water Use Permit No. 20 011400.033, Mosaic Fertilizer, LLC / Integrated Water Use Permit (DeSoto, Hardee, Hillsborough, Manatee, Polk, Sarasota Counties)
- 2.5 **General Counsel's Report:** Partial Release of Conservation Easement — EPR Application No. 865400 — Braden River Mitigation Bank — Manatee County
- 2.6 **General Counsel's Report:** Authorization to Issue Administrative Complaint and Order — Unauthorized Construction — John Rudnianyn, as Trustee for International Property Services Corp. — CT No. 409683 — Marion County
- 2.7 **General Counsel's Report:** Approval of Settlement Agreement between Warm Mineral Springs Inc., Sarasota County, and SWFWMD – Quiet Title – Case No. 2022-CA-003 – Sarasota County
- 2.8 **Executive Director's Report:** Approve Governing Board Minutes - April 25, 2023

## **3. FINANCE/OUTREACH AND PLANNING COMMITTEE**

- 3.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Information Item: 2023 Legislative Update
- 3.3 **Submit & File:** Information Item: Budget Transfer Report

## **4. RESOURCE MANAGEMENT COMMITTEE**

- 4.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 4.2 **Discussion:** Action Item: Polk Regional Water Cooperative – Peace Creek Integrated Water Supply Plan (N928) Reduction of Scope and Budget to Eliminate Third-Party Review and Subsequent Tasks.
- 4.3 **Discussion:** Action Item: Polk Regional Water Cooperative – Peace River/Land Use Transition (Q133) Project, Reduction of Scope and Budget to Eliminate Third-Party Review and Subsequent Tasks.

**5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**

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

5.2 **Discussion:** Information Item: 2023 Hurricane Preparedness

**6. REGULATION COMMITTEE**

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

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

**7. GENERAL COUNSEL'S REPORT**

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

7.2 **Discussion:** Action Item: Approval of Final Order — MHC Cortez Village, LLC v. Cortez Road Investments and Finance, Inc., and SWFWMD — DOAH Case No. 21-2491 — Environmental Resource Permit Application No. 821245 — Manatee County

**8. COMMITTEE/LIAISON REPORTS**

8.1 **Discussion:** Information Item: Environmental Advisory Committee

**9. EXECUTIVE DIRECTOR'S REPORT**

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

**10. CHAIR'S REPORT**

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

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

**ADJOURNMENT**

# GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved April 3, 2023

<b>OFFICERS</b>	
Chair	Joel Schleicher
Vice Chair	Ed Armstrong
Secretary	Michelle Williamson
Treasurer	John Mitten

<b>OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE</b>
Jack Bispham
Kelly Rice
John Hall

<b>RESOURCE MANAGEMENT COMMITTEE</b>
Ashley Bell Barnett
Michelle Williamson

<b>REGULATION COMMITTEE</b>
John Hall
Ashley Bell Barnett

<b>FINANCE/OUTREACH AND PLANNING COMMITTEE</b>
John Mitten
Jack Bispham
Ed Armstrong

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

<b>STANDING COMMITTEE LIAISONS</b>	
Agricultural and Green Industry Advisory Committee	Kelly Rice
Environmental Advisory Committee	Michelle Williamson
Industrial Advisory Committee	Ashley Bell Barnett
Public Supply Advisory Committee	Ed Armstrong

<b>OTHER LIAISONS</b>	
Central Florida Water Initiative	John Hall
Springs Coast Steering Committee	Kelly Rice
Coastal & Heartland National Estuary Partnership Policy Committee	Jack Bispham
Sarasota Bay Estuary Program Policy Board	Joel Schleicher
Tampa Bay Estuary Program Policy Board	James Holton
Tampa Bay Regional Planning Council	Vacant

**Southwest Florida Water Management District Schedule of Meetings  
Fiscal Year 2023**

5/11/2023

**Governing Board Meeting**

October 18, 2022 – 9:00 a.m., Tampa Office  
November 15, 2022 – 9:00 a.m., Brooksville Office  
December 13, 2022 – 9:00 a.m., Brooksville Office  
January 24, 2023 – 9:00 a.m., Tampa Office  
February 28, 2023 – 9:00 a.m., Brooksville Office  
March 28, 2023 – 9:00 a.m., Brooksville Office  
April 25, 2023 – 9:00 a.m., Tampa Office  
May 23, 2023 – 9:00 a.m., Tampa Office  
June 27, 2023 – 9:00 a.m., Brooksville Office  
July 25, 2023 – 9:00 a.m., Tampa Office  
August 22, 2023 – 9:00 a.m., Brooksville Office  
September 26, 2023 – 3:00 p.m., Tampa Office

**Governing Board Workshop**

November 15, 2022 – 10:30 a.m., Brooksville Office

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

2023 – September 12 & 26

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

2022 – December 6 (meeting replaced with December 16 field trip)  
2023 – March 14, June 13, September 12

**Environmental Advisory Committee – 10:00 a.m.**

2022 – October 11 (canceled)  
2023 – January 10, April 11, July 11

**Industrial Advisory Committee – 10:00 a.m.**

2022 – November 8  
2023 – February 14 (meeting replaced with February 17 field trip), May 9, August 8

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

2022 – November 8 (canceled)  
2023 – February 14, May 9 (meeting replaced with May 5 field trip), August 8

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

2022 – October 26, December 7  
2023 – January 11, (canceled) February 22, May 24, July 12

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

2022 – November 9  
2023 – January 25, March 8, July 26

**Meeting Locations**

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

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

# Governing Board Meeting

May 23, 2023

## 1. CONVENE PUBLIC MEETING

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**CONVENE PUBLIC MEETING**

**May 23, 2023**

**Call to Order**

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

Presenter:

Joel A. Schleicher, Chair



**CONVENE PUBLIC MEETING**

**May 23, 2023**

**Invocation and Pledge of Allegiance**

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

Presenter:

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**May 23, 2023**

**Election of Governing Board Officers**

According to the Election of Governing Board Officers Policy, elections shall occur annually in May. Elections will take place during the beginning of the District Business portion of the May Governing Board meeting. New officers will assume offices 24 hours prior to the June Governing Board meeting.

Presenter:

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**May 23, 2023**

**Employee Recognition**

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

Presenter:

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**May 23, 2023**

**Additions/Deletions to Agenda**

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

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

**Staff Recommendation:**

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

**Presenter:**

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

**CONVENE PUBLIC MEETING**

**May 23, 2023**

**Public Input for Issues Not Listed on the Published Agenda**

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

Presenter:

Joel A. Schleicher, Chair

# Governing Board Meeting

May 23, 2023

## 2. CONSENT AGENDA

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

2.1	<b>Resource Management Committee:</b> Hillsborough County SCADA System (Q213) – Scope and Cost Revision.....	10
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2.4	<b>Regulation Committee:</b> Water Use Permit No. 20 011400.033, Mosaic Fertilizer, LLC / Integrated Water Use Permit (DeSoto, Hardee, Hillsborough, Manatee, Polk, Sarasota Counties) .....	35
2.5	<b>General Counsel's Report:</b> Partial Release of Conservation Easement — EPR Application No.865400 — Braden River Mitigation Bank — Manatee County.....	139
2.6	<b>General Counsel's Report:</b> Authorization to Issue Administrative Complaint and Order — Unauthorized Construction — John Rudnianyn, as Trustee for International Property Services Corp. — CT No. 409683 — Marion County .....	144
2.7	<b>General Counsel's Report:</b> Approval of Settlement Agreement between Warm Mineral Springs Inc., Sarasota County, and SWFWMD – Quiet Title – Case No. 2022-CA-003 – Sarasota County .....	146
2.8	<b>Executive Director's Report:</b> Approve Governing Board Minutes - April 25, 2023 .....	155

**CONSENT AGENDA**

**May 23, 2023**

**Resource Management Committee: Hillsborough County SCADA System (Q213) – Scope and Cost Revision**

*Purpose*

The purpose of this item is to request Governing Board approval to revise the scope of work and cost for the Hillsborough County Supervisory Control and Data Acquisition (SCADA) System (Q213) cooperative funding project.

*Background/History*

The Board approved funding for this project for fiscal years (FY) 2021 and 2022. The project includes installation of approximately 250 real-time (SCADA) water level monitoring systems throughout the County. Information obtained from these systems will be used to help make critical flood protection decisions in preparation for storm events and enhance emergency operations. The original Board-approved amount is \$1,800,000, with the District and the County each contributing \$900,000.

The County has requested to reduce the measurable benefit included in the scope of work for the project. A previous study had originally identified 250 real-time monitoring systems were needed. Upon further evaluation by the County, approximately 70 of the 250 systems are considered unnecessary due to their close proximity to existing monitoring systems maintained by other agencies (e.g., District and USGS) or to highly tidal influenced areas. The County has requested to reduce the number of real-time monitoring systems from 250 to 180, which is a 28% reduction from the original project.

*Benefits/Costs*

Construction of additional real-time lake and stream water level monitoring systems will allow for the support of a flood information system, forecasts for public information and emergency management. In addition, the information from the additional monitoring systems will be used to improve calibration efforts for existing watershed models.

The County received bids in April 2022 to implement up to 180 monitoring systems. The cost provided in the qualified low bid is approximately \$1,000,000 greater than the total contractual project cost of \$1,800,000. The primary reason for the cost increase from the original conceptual cost in 2019 is an increase in materials and labor.

Due to the reduction in measurable benefits, District staff recommends a proportional 28% reduction in District funding. This reduces the District's share from \$900,000 to \$648,000. The County has agreed to fund the remaining costs.

Staff Recommendation:

Authorize staff to amend the (Q213) Hillsborough County SCADA System Project CFA to:

1. Revise the number of real-time monitoring systems defined in the Measurable Benefit from approximately 250 to approximately 180.
2. Reduce the District's funding from \$900,000 to \$648,000.

Presenter:

Terese Power, P.E., CFM, Section Manager, Engineering and Watershed Management

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**CONSENT AGENDA**

**May 23, 2023**

**Resource Management Committee: Braden River Utilities Taylor Road Area Transmission – Third-Party Review (Q268)**

*Purpose*

The purpose of this item is to present the results of the third-party review (TPR) for the Braden River Utilities (BRU) Taylor Road Area Transmission project and to request Governing Board approval to amend the Cooperative Funding Agreement to move forward with construction at a total cost of \$7,356,405 with the District funding of \$3,550,000 (50 percent of the original conceptual cost).

*Background/History*

BRU and the Southwest Florida Water Management District (District) entered into a Cooperative Funding Agreement in 2022 for the Braden River Utilities Taylor Road Area Transmission project. The project consists of a TPR and construction of approximately 16,000 feet of reclaimed water mains, a SCADA system, a pump station, and other necessary appurtenances to supply approximately 2,400 residential homes, a 27-hole golf course and common area irrigation within the Taylor Road development of Lakewood Ranch in Manatee and Sarasota counties. The initial conceptual project cost was estimated at \$7,100,000. The District's Governing Board approved fiscal year (FY) 2022 and FY2023 cooperative funding for this project. Governing Board approval is required to proceed beyond the TPR.

BRU provided the 90 percent design, an updated construction cost estimate of \$7,231,405 and revised the cost effectiveness calculations. District staff contracted with an engineering firm to complete a third-party review of the design. This included a review of the schedule, constructability, cost estimate, and ability to meet the proposed measurable benefit. The TPR report concluded that the project design is constructable and will meet the proposed measurable benefit.

*Benefits/Costs*

The design is consistent with the original conceptual scope and the project will supply reclaimed water to address growing demands within BRU's service area. The Measurable Benefit will be providing the final design package for the proposed project and the construction of a reclaimed water transmission line that will provide 1.57 million gallons per day (mgd) of reclaimed water to residential homes, a 27-hole golf course and common areas within the Most Impacted Area (MIA) of the Southern Water Use Caution Area (SWUCA).

BRU is proposing a total project cost of \$7,356,405 based on the engineer's construction estimate and the TPR. The primary reason for the cost increase from the original conceptual cost in 2020 is an increase in materials and labor, most notably the unit cost for the HDPE pipe. BRU is requesting Governing Board approval to continue the project with the District funding remaining at \$3,550,000. BRU will fund the remaining cost of \$3,806,405. District funds for this project have been budgeted.

The project has been evaluated based on the latest information. Current project scoring in a revised evaluation form is provided as an exhibit to this recap. The overall project ranking score is 100. The cost effectiveness is based on the capital cost per gallon per day of reclaimed water supplied.

The District's existing cooperative funding agreement with BRU requires Governing Board approval to proceed with construction.

Staff Recommendation:

Authorize continuation of the project and approve modification of the Cooperative Funding Agreement to include a total project cost of \$7,356,405 for third-party review and construction, with the District's share to remain \$3,550,000 for the Braden River Utilities Taylor Road Area Transmission Project (Q268).

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources

Project No. Q268		Reclaimed – BRU Taylor Road Area Transmission			
Braden River Utilities		FY2023			
Risk Level: Type 2		Multi-Year Contract: Yes, Year 2 of 2			
<b>Description</b>					
<b>Description:</b>	Third-party review (TPR) and construction of approximately 16,000 feet of reclaimed water mains, a SCADA system, a pump station, and other necessary appurtenances to supply approximately 2,400 residential homes, common areas and a 27-hole golf course within the Taylor Road development of Lakewood Ranch, in Manatee and Sarasota Counties with Advanced Wastewater Treatment level reclaimed water. The District required a TPR because this project had a conceptual construction estimate greater than \$5 million dollars.				
<b>Measurable Benefit:</b>	The contractual Measurable Benefit of this project will be the construction of a reclaimed water transmission line that will provide 1.57 mgd of AWT reclaimed water to residential homes, a 27-hole golf course and common areas within the Most Impacted Area (MIA) of the Southern Water Use Caution Area (SWUCA).				
<b>Costs:</b>	Total Project Cost: \$7,356,405 (Final TPR and Construction), initial board-approved project amount: \$7,100,000 Braden River Utilities: \$3,806,405 District: \$3,550,000 with \$1,050,000 budgeted in FY2022 and \$2,500,000 budgeted in FY2023.				
<b>Evaluation</b>					
<b>Initial Application Quality:</b>	5	Application included most of the required information identified			
<b>Project Benefit:</b>	25	The benefit is the supply of 1.57 mgd of reclaimed water to residential homes, a 27-hole golf course and common area irrigation for an anticipated 1.57 mgd of water savings within the MIA of the SWUCA.			
<b>Cost Effectiveness:</b>	20	Cost Effectiveness is less than \$10 total capital cost per gallon.			
<b>Past Performance:</b>	5	Based upon an assessment of the schedule and budget for the 2 ongoing projects.			
<b>Complementary Efforts:</b>	10	Cooperator has a program in place that includes meters and a volumetric rate and has a pro-active reclaimed expansion policies which maximize utilization and environmental benefits.			
<b>Project Readiness:</b>	10	Design and permitting will be completed and project will be out for construction bids after May 1, 2023.			
<b>Strategic Goals</b>					
<b>Strategic Goals:</b>	25	<b>Strategic Initiative - Reclaimed Water:</b> Maximize beneficial use of reclaimed water to reduce demand on traditional water supplies. <b>Southern Region Priority:</b> Implement Southern Water Use Caution Area (SWUCA) Recovery Strategy.			
<b>Overall Ranking and Recommendation</b>					
<b>CFI</b>	100	Based upon the TPR results, District staff recommend funding 50% of the original conceptual cost estimate of \$7.1 million and the cooperator will fund the remainder. This project reduces groundwater pumping in the SWUCA and is cost-effective.			
<b>Funding</b>					
<b>Funding Source</b>		<b>Prior</b>	<b>FY2023</b>	<b>Future</b>	<b>Total</b>
District		\$1,050,000	\$2,500,000	\$0	\$3,550,000
Braden River Utilities		\$1,050,000	\$2,756,405	\$0	\$3,806,405
<b>Total</b>		<b>\$2,100,000</b>	<b>\$5,256,405</b>	<b>\$0</b>	<b>\$7,356,405</b>

**CONSENT AGENDA**

**May 23, 2023**

**Operations, Lands and Resource Monitoring Committee: Amended and Restated Site Agreement for Land – Cell Phone Tower, SWF Parcel No. 20-503-257X**

*Purpose*

The purpose of this item is to recommend the Governing Board approve the Amended and Restated Site Agreement for Land (New Agreement) (Exhibit 1) with T-Mobile USA Tower, LLC for access to and lease of District land for the operation and maintenance of a cell phone tower and other related equipment located thereon. A general location and site map are included as Exhibits 2 and 3 to this item.

*Background/History*

The District acquired this property from J.A. and Shirley Kent (the “Kents”) in October 2006. At the time of the District’s acquisition, the property was subject to a Site Agreement for Land (Original Agreement) between the Kents and APT Tampa/Orlando, Inc. for the lease of 4,426 square feet of the property (Premises) to be used for the purpose of installing, removing, replacing, maintaining, and operating a communications facility on the Premises, as well as an easement granting access to the Premises. The Original Agreement was assigned to the District through an Assignment of Lease as part of the closing process.

The Original Agreement, which is dated April 13, 1998, has a term of five (5) years, with the automatic extension of four (4) consecutive periods of five (5) years each. The final term ending in June 2023. T-Mobile USA Tower, LLC, the successor in interest to APT Tampa/Orlando, Inc. has expressed their desire to amend and restate the Original Agreement prior to expiration in June 2023. The term of the New Agreement will be for five (5) years and will be automatically renewed for four (4) additional terms of five (5) years each, unless terminated pursuant to the terms of the New Agreement.

The approval of this item will allow the District to enter into the New Agreement with T-Mobile USA Tower, LLC., which will continue to provide a revenue generating opportunity for the District. The new lease will continue to generate \$10,494.12 annually (the “Rent”), to be paid in equal monthly installments of \$874.51 per month through December 31, 2023. Effective January 1, 2024, the rent shall increase to \$39,000.00 annually, to be paid in equal monthly installments of \$3,250.00 per month. The Rent shall increase by fifteen percent (15%) at the commencement of each renewal term referenced above.

*Benefits/Costs*

The approval of this New Agreement will provide a revenue generating opportunity for the District. The District will incur no costs associated with this lease.

Staff Recommendation:

- Approve the Amended and Restated Site Agreement for Land with T-Mobile USA Tower LLC for the operation and maintenance of a cell phone tower on District lands, SWF Parcel 20-503-257X.
- Authorize the Chairman and Secretary of the Governing Board to sign the Amended and Restated Site Agreement for Land, SWF Parcel 20-503-257X.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources

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**AMENDED AND RESTATED SITE AGREEMENT FOR LAND**

**THIS AMENDED AND RESTATED SITE AGREEMENT FOR LAND** (the “Agreement”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (“Effective Date”) by and between **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT** (“Lessor”) and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company (“Lessee”).

**RECITALS:**

**WHEREAS**, J.A. Kent and Shirley W. Kent (“**Original Lessor**”), as landlord, entered into a Site Agreement for Land dated April 8, 1998 (the “**Original Agreement**”), with APT Tampa/Orlando, Inc., a Delaware corporation (“**APT**”), as tenant, a memorandum of which Original Agreement was recorded in O.R. Book 4384, Page 708 in the Official Public Records of Polk County, Florida;

**WHEREAS**, Lessor is the successor in interest to Original Lessor and Lessee is the successor in interest to APT; and

**WHEREAS**, Lessor and Lessee desire to amend and restate the Original Agreement, in its entirety and the Original Agreement shall be of no further force or effect.

**NOW, THEREFORE**, for good and valuable consideration, the premises and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following terms and conditions.

1. **Termination of Original Lease.** Lessor and Lessee acknowledge and agree that as of the Effective Date, the terms of the Original Agreement shall be of no further force or effect and that from and after Effective Date the Original Agreement is and shall be superseded and replaced with this Agreement, for all purposes.

2. **Description of Property.** Lessor is the owner of certain real property located in Polk County, Florida. A description of said property is attached hereto as Exhibit “A” (hereinafter “Lessor’s Property”).

3. **Lease of Premises and Permitted Use.** Lessor hereby leases to Lessee a 4,426 square feet portion of Lessor’s Property, as further described in the sketch attached hereto as Exhibit “B” (the “Leased Premises”), for the purpose of (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment (“Improvements”) and (ii) uses incidental thereto, including without limitation testing of any kind and installation of equipment to accommodate new technologies or future innovations for receiving and transmitting signals for Lessee’s use and the use of its sublessees, licensees, and invitees (collectively the “Permitted Use”). It is the intent of the parties that Lessee’s Improvements shall not constitute a fixture.

4. **Easements.** Lessor hereby grants the following easements and rights-of-way over, under and upon Lessor’s Property to Lessee, Lessee’s employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor’s Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility located or to be located upon Leased Premises; (ii) an easement over such portion of Lessor’s Property as is reasonably necessary to obtain or comply with any Approvals (as defined in Section 9); (iii) a thirty foot (30’) wide easement in the location shown in Exhibit “B”, for ingress, egress and construction purposes including without limitation staging, storing and parking of equipment, vehicles, cranes and related materials, seven (7) days per week, twenty-four (24) hours per day, to extend from the nearest public right-of-way to the Leased Premises; (iv) a utility easement (the “Utility Easement”) in the location shown in Exhibit “B”, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes (collectively, the “Easements”). The Easements shall remain in effect during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

5. **Term.** The initial term of this Agreement shall commence on the date hereof and shall end on January 1, 2029 (the “Initial Term”). This Agreement will be automatically renewed for four (4) additional terms (each a “Renewal Term”) of five (5) years each (together, with the Initial Term, the “Lease Term”) unless terminated pursuant to the provisions set forth herein.

6. **Lessee’s Right to Terminate; Effect of Termination by Lessee.** Lessee shall have the right to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days’ prior written notice. Any monies owed by either party to the other, up to the date of termination, shall be paid within thirty (30) days of the termination date.

7. **Rent.** As consideration for Lessor entering into this Agreement, commencing on \_\_\_\_\_, Lessee shall pay Lessor Ten Thousand Four Hundred Ninety-Four and 12/100 Dollars (\$10,494.12) per year, to be paid in equal monthly installments of Eight Hundred Seventy Four and 51/100 Dollars (\$874.51) (“Rent”). Effective January 1, 2024, the Rent shall increase to Thirty-Nine Thousand and 00/100Dollars (\$39,000.00) per year, to be paid in equal monthly installments of Three Thousand Two Hundred Fifty and 00/100 Dollars (\$3,250.00). At the commencement of each Renewal Term, the Rent shall increase by fifteen percent (15%) over the Rent due in the immediately preceding lease year.

BU#: 825001; Kent Oil

8. **Signing Bonus.** As additional consideration for the execution of this Agreement, if Lessor executes and returns this Agreement, and the memorandum thereof, to within ten (10) days following Lessor's receipt of the executable documents, then Tenant shall pay to Lessor the sum of Ten Thousand and No/100 Dollars (\$10,000.00) within sixty (60) days following the final execution of this Amendment by Lessee.

9. **Lessor's Cooperation.** During the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain all of the certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises ("Approvals"), including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals and agrees to be named as the applicant for said Approvals.

10. **Hazardous Materials.**

(A) **Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) **Lessor's Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

(C) For purposes of this Agreement the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

11. **Insurance.** Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Lessor as an additional insured. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. Upon Lessor's written request, which request shall not exceed once per year, Lessee will provide Lessor with a copy of the certificate of insurance evidencing such coverage.

12. **Removal of Obstructions.** Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements.

**13. Right of First Refusal.** If, Lessor receives an offer from any person or entity that owns or operates towers or other wireless telecommunications facilities or which person or entity (including any affiliates of any such entity) is in the business of acquiring Lessor's interest in the Agreement to purchase fee title, an easement, a lease, a license, or any other interest in the Leased Premises, any or all of Lessor's interest in the Agreement including the rent or revenue derived therefrom, or any other interest in the Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"), and Lessee shall have the right of refusal to acquire such interest on the same terms and conditions excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Leased Premises. Lessor's Notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date. If Lessor's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in Lessor's Notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement as part of an assignment shall be effective upon written notice to Lessor.

**14. Real Estate Taxes.** Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. Notwithstanding any language in this section to the contrary, Lessee shall not be obligated to reimburse Lessor for any applicable taxes, unless Lessor requests such reimbursement, including any required documentation, within one (1) year after the date such taxes became due.

**15. Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

**16. Default.**

**(A) Notice of Default; Cure Period.** In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

**(B) Consequences of Lessee's Default.** In the event that Lessee is in default beyond the applicable periods set forth above, Lessor shall have the right to injunctive relief, to require specific performance of this Agreement and to pursue an action for damages available at law.

**(C) Consequences of Lessor's Default.** In the event that Lessor is in default beyond the applicable periods set forth above, Lessee shall have the right to injunctive relief, to require specific performance of this Agreement, to pursue an action for damages, terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; perform the obligation(s) of Lessor specified in such notice, and charge Lessor for any expenditures reasonably made by Lessee in so doing or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

**15. Limitation on Damages.** In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

**16. Hold Harmless.** Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased



Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

17. **Lessor's Covenant of Title.** Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement.

18. **Interference with Lessee's Business.** Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

19. **Eminent Domain.** If Lessor receives notice of a proposed or threatened taking by eminent domain of any part of the land upon which the Leased Premises or Easements are situated, whether through a condemnation lawsuit or the acquisition of land pursuant to the power of eminent domain (a "Taking"), Lessor will notify Lessee of the proposed Taking within five (5) business days of receiving said notice. If the Taking affects any portion of the Leased Premises or Easements that is less than the entire Leased Premises and Easements (a "Partial Taking"), then Lessee will have the option to either (i) declare the Agreement null and void, effective as of the date of Taking, and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. In the event of a Partial Taking, the parties shall enter into any amendment of the Agreement made necessary as a result of the Partial Taking. With respect to any Taking each party shall have the right to contest the Taking and directly pursue an award for their respective interests.

20. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be in the state or federal courts in the county where the Leased Premises is located.

21. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Lessor:

Southwest Florida Water Management District  
Attn: Real Estate Services  
2379 Broad Street  
Brooksville, FL 34604

Lessee:

Crown Castle Towers 06-2 LLC  
Attn: Legal - Real Estate  
2000 Corporate Drive,  
Canonsburg, PA 15317-8564

22. **Assignment, Sublease, Licensing and Encumbrance.** Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements; provided, however that Lessee shall comply with all applicable laws in connection therewith, including, without limitation applicable zoning, land use and permitting ordinances and regulations. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

23. **Mortgages.** In the event that the Leased Premises is currently encumbered or shall become encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a commercially reasonable non-disturbance agreement, in a form reasonably acceptable to Lessee, for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement, Lessee may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

24. **Sale of Property.** If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

25. **Surrender of Property.** Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

26. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

27. **Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's property now or hereafter located on the Leased Premises.

28. **Miscellaneous.**

(A) **Recording.** Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

(B) **Entire Agreement.** Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

(C) **Captions.** The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(D) **Construction of Document.** Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

(E) **Partial Invalidity.** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(F) **IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paperwork to affect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

**LESSOR:**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT,**  
a \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Joel Schleicher\_\_\_\_\_

Print Title (if any): Chair \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF Florida \_\_\_\_\_ )

)

\_\_\_\_\_ **Hernando** COUNTY )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a \_\_\_\_\_, who executed the foregoing Site Agreement for Land on behalf of the said district. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

**IN WITNESS WHEREOF**, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

**LESSOR:**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT,**

a \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Michelle Williamson \_\_\_\_\_

Print Title (if any): Secretary \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF Florida \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ **Hernando COUNTY** \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a \_\_\_\_\_, who executed the foregoing Site Agreement for Land on behalf of the said district. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

**LESSEE:**

**T-MOBILE USA TOWER LLC,**  
a Delaware limited liability company

By: **CCTMO LLC,**  
a Delaware limited liability company

Its: Attorney in Fact

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title (if any): \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of **CCTMO LLC**, a Delaware limited liability company, as Attorney-in-Fact for **T-MOBILE USA TOWER LLC**, on behalf of the limited liability company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

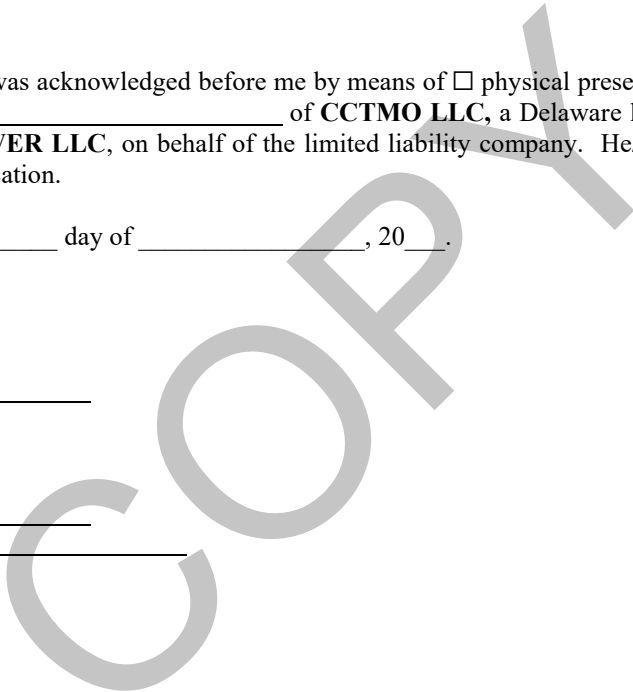
Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_



**EXHIBIT "A"**

[Legal Description of Lessor's Property]

SITUATED IN THE COUNTY OF POLK AND STATE OF FLORIDA:

IN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA: SOUTH OF STATE ROAD 570 COMMENCE AT THE SOUTHWEST CORNER OF SECTION 31; THENCE RUN NORTH 00°08'04" EAST ALONG THE WEST LINE OF SAID SECTION 31, 42.71 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 540; THENCE CONTINUE NORTH 00°08'04" EAST ALONG SAID WEST LINE OR SAID SECTION, 1293.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°33'55" EAST, 541.09 FEET; THENCE NORTH 15°03'20" EAST, 90.93 FEET; THENCE NORTH 68°40'59" EAST, 233.96 FEET; THENCE NORTH 34°49'23" EAST, 106.33 FEET; THENCE NORTH 00°44'29" WEST, 161.55 FEET; THENCE NORTH 10°05'35" EAST, 254.39 FEET; THENCE NORTH 04°00'47" WEST, 334.34 FEET; THENCE NORTH 21°04'43" EAST, 187.55 FEET; THENCE NORTH 60°08'43" EAST, 182.43 FEET; THENCE NORTH 28°55'13" EAST, 173.65 FEET; THENCE NORTH 02°39'43" EAST, 736.10 FEET; THENCE NORTH 45°39'47" WEST, 877.55 FEET; THENCE NORTH 05°00'32" WEST, 520.89 FEET TO THE WEST LINE OF SAID SECTION 31; THENCE SOUTH 00°08'04" WEST, 3,831.11 FEET TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY FOR STATE ROAD 570 AS DESCRIBED IN O.R. BOOK 3544, PAGE 1475, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS: THE WEST 400.00 FEET OF THE SOUTH 600 FEET OF THE SW 1/4 OF THE NW 1/4 AND THE WEST 400 FEET OF THE NORTH 350 FEET OF THE NW 1/4 OF THE SW 1/4, SECTION 31, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA.

TAX ID NO: 25-28-31-0000010-033010

ADDRESS: 2702 Jacquee Lee Ln. Lakeland, FL 33801

COPY

**EXHIBIT "B"**

[Label site sketch, including access road to Leased Premises, as Exhibit "B" and insert here]

An approximately 4,426 square foot portion of real property, together with easements for ingress, egress and utilities thereto as described below

SITUATED IN THE COUNTY OF POLK AND STATE OF FLORIDA:

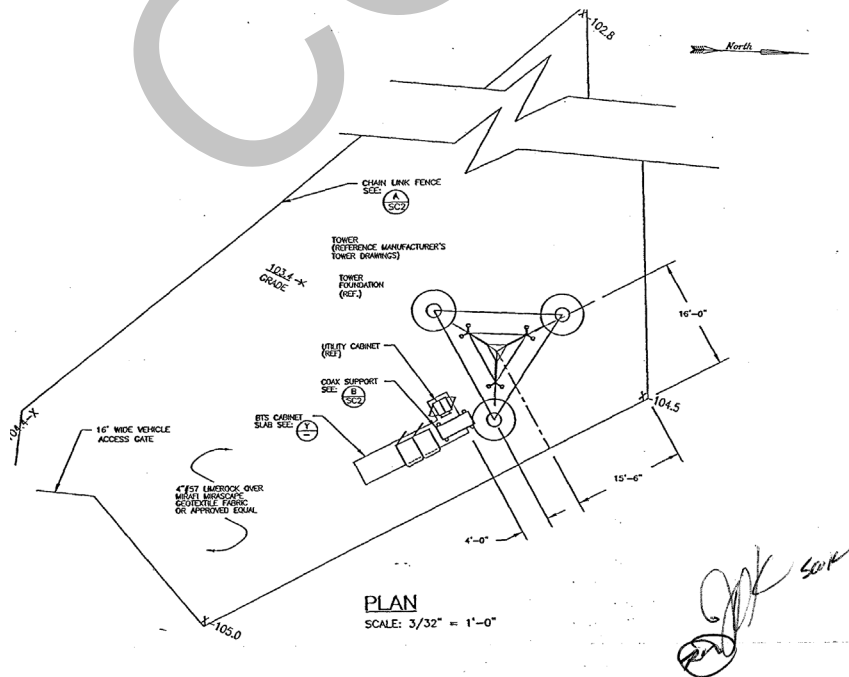
IN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA: SOUTH OF STATE ROAD 570 COMMENCE AT THE SOUTHWEST CORNER OF SECTION 31; THENCE RUN NORTH 00°08'04" EAST ALONG THE WEST LINE OF SAID SECTION 31, 42.71 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 540; THENCE CONTINUE NORTH 00°08'04" EAST ALONG SAID WEST LINE OR SAID SECTION, 1293.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°33'55" EAST, 541.09 FEET; THENCE NORTH 15°03'20" EAST, 90.93 FEET; THENCE NORTH 68°40'59" EAST, 233.96 FEET; THENCE NORTH 34°49'23" EAST, 106.33 FEET; THENCE NORTH 00°44'29" WEST, 161.55 FEET; THENCE NORTH 10°05'35" EAST, 254.39 FEET; THENCE NORTH 04°00'47" WEST, 334.34 FEET; THENCE NORTH 21°04'43" EAST, 187.55 FEET; THENCE NORTH 60°08'43" EAST, 182.43 FEET; THENCE NORTH 28°55'13" EAST, 173.65 FEET; THENCE NORTH 02°39'43" EAST, 736.10 FEET; THENCE NORTH 45°39'47" WEST, 877.55 FEET; THENCE NORTH 05°00'32" WEST, 520.89 FEET TO THE WEST LINE OF SAID SECTION 31; THENCE SOUTH 00°08'04" WEST, 3,831.11 FEET TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY FOR STATE ROAD 570 AS DESCRIBED IN O.R. BOOK 3544, PAGE 1475, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS: THE WEST 400.00 FEET OF THE SOUTH 600 FEET OF THE SW 1/4 OF THE NW 1/4 AND THE WEST 400 FEET OF THE NORTH 350 FEET OF THE NW 1/4 OF THE SW 1/4, SECTION 31, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA.

TAX ID NO: 25-28-31-0000010-033010

ADDRESS: 2702 Jacquee Lee Ln. Lakeland, FL 33801

as generally depicted below:



B-1

This Instrument Prepared By:  
John R. "B.J." Ibach, Esq.  
Burr & Forman LLP  
Bank of America Tower  
50 North Laura Street, Suite 3000  
Jacksonville, Florida 32202

Return to:  
Crown Castle  
8020 Katy Freeway, Suite 900  
Houston, Texas 77024  
Attn: CCRE Department

**STATE OF FLORIDA**

**COUNTY OF POLK**

Cross Reference to:  
O.R. Book 4384, Page 708  
Polk County, Florida Records

**MEMORANDUM OF  
AMENDED AND RESTATED SITE AGREEMENT FOR LAND**

**THIS MEMORANDUM OF AMENDED AND RESTATED SITE AGREEMENT FOR LAND** (the "**Memorandum**") is made and entered into as of the last date of execution set forth below, by and between **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, having a mailing address of 2379 Broad Street, Brooksville, FL 34604 ("**Lessor**"), and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, successor in interest to T-Mobile South LLC, having a mailing address of 12920 SE 38th Street, Bellevue, Washington 98006, Attn: Lease Compliance ("**Lessee**").

**WITNESSETH:**

**WHEREAS**, Lessor and Lessee are parties to that certain Site Agreement for Land dated April 8, 1998 (the "**Original Agreement**"), covering certain real property together with an easement for ingress and egress thereto described in **Exhibit "A"** attached hereto (the "**Leased Premises**"), a memorandum of which was filed for record in the Public Records of Polk County, Florida, in O.R. Book 4384, Page 708 in (the "**MOL**");

**WHEREAS**, pursuant to that certain Amended and Restated Site Agreement for Land (the "**Agreement**") dated as of the date hereof, Lessor and Lessee have amended and restated the Original Agreement in its entirety and desire to acknowledge, confirm and make record of the Agreement.

**NOW, THEREFORE**, Lessor and Tenant hereby acknowledge and agree that the following accurately represents the Agreement:



Lessor: Southwest Florida Water Management District, with a mailing address of 2379 Broad Street, Brooksville, FL 34604.

Lessee: T-Mobile USA Tower LLC, a Delaware limited liability company, having a mailing address of T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, Washington 98006, Attn: Lease Compliance.

Leased Premises: The real property leased by Lessor to Lessee together with an easement for ingress and egress thereto is described in **Exhibit "A,"** attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term commencing on the date hereof and terminating December 31, 2029.

Right to Extend or Renew: Lessee has four (4) options to extend the Agreement for successive periods of five (5) years each on the terms and conditions set forth in the Agreement. If Lessee exercises all extensions/renewals, the final expiration of the Lease will occur on December 31, 2048.

Option to Purchase: No.

Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement, as amended by the Amendment, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Agreement, as amended by the Amendment, as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by

facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**[Signatures appear on the following pages]**

COPY

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first written above.

**LESSOR:**

**SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, who executed the foregoing Memorandum of Amended and Restated Site Agreement for Land on behalf of the said district. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

\_\_\_\_\_

Printed Name

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

**LESSEE:**

**T-MOBILE USA TOWER LLC,**  
a Delaware limited liability company

By: **CCTMO LLC,**  
a Delaware limited liability company  
Its Attorney in Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )  
  ) )  
\_\_\_\_\_ **COUNTY**                    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of **CCTMO LLC**, a Delaware limited liability company, as Attorney-in-Fact for **T-MOBILE USA TOWER LLC**, on behalf of the limited liability company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

## EXHIBIT "A"

An approximately 4,426 square foot portion of real property, together with easements for ingress, egress and utilities thereto as described below

SITUATED IN THE COUNTY OF POLK AND STATE OF FLORIDA:

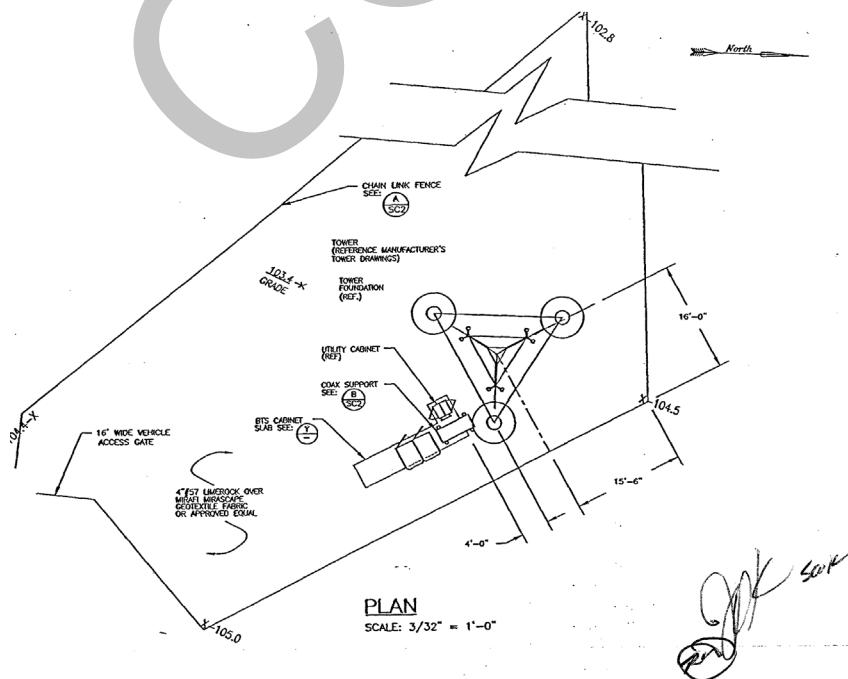
IN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA: SOUTH OF STATE ROAD 570 COMMENCE AT THE SOUTHWEST CORNER OF SECTION 31; THENCE RUN NORTH 00°08'04" EAST ALONG THE WEST LINE OF SAID SECTION 31, 42.71 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 540; THENCE CONTINUE NORTH 00°08'04" EAST ALONG SAID WEST LINE OR SAID SECTION, 1293.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°33'55" EAST, 541.09 FEET; THENCE NORTH 15°03'20" EAST, 90.93 FEET; THENCE NORTH 68°40'59" EAST, 233.96 FEET; THENCE NORTH 34°49'23" EAST, 106.33 FEET; THENCE NORTH 00°44'29" WEST, 161.55 FEET; THENCE NORTH 10°05'35" EAST, 254.39 FEET; THENCE NORTH 04°00'47" WEST, 334.34 FEET; THENCE NORTH 21044'43" EAST, 187.55 FEET; THENCE NORTH 60°08'43" EAST, 182.43 FEET; THENCE NORTH 28°55'13" EAST, 173.65 FEET; THENCE NORTH 02°39'43" EAST, 736.10 FEET; THENCE NORTH 45°39'47" WEST, 877.55 FEET; THENCE NORTH 05°00'32" WEST, 520.89 FEET TO THE WEST LINE OF SAID SECTION 31; THENCE SOUTH 00°08'04" WEST, 3,831.11 FEET TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY FOR STATE ROAD 570 AS DESCRIBED IN O.R. BOOK 3544, PAGE 1475, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS: THE WEST 400.00 FEET OF THE SOUTH 600 FEET OF THE SW 1/4 OF THE NW 1/4 AND THE WEST 400 FEET OF THE NORTH 350 FEET OF THE NW 1/4 OF THE SW 1/4, SECTION 31, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA.

TAX ID NO: 25-28-31-0000010-033010

ADDRESS: 2702 Jacquee Lee Ln. Lakeland, FL 33801

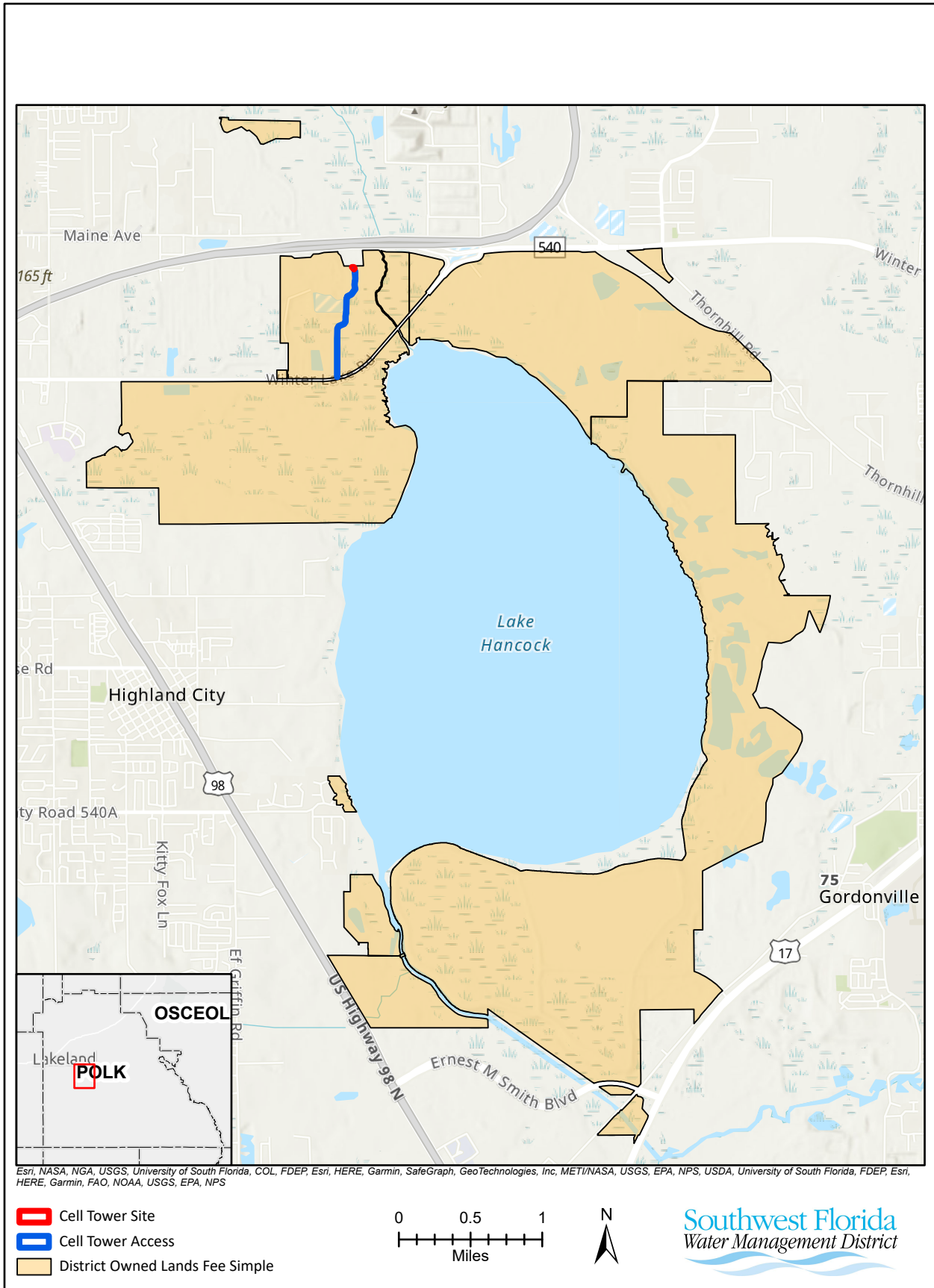
as generally depicted below:



A-1

# SWF Parcel 20-503-257X

## Exhibit 2 - Location Map



# SWF Parcel 20-503-257X

## Exhibit 3 - Site Map



**CONSENT AGENDA**

**May 23, 2023**

**Regulation Committee: Water Use Permit No. 20 011400.033, Mosaic Fertilizer, LLC / Integrated Water Use Permit (DeSoto, Hardee, Hillsborough, Manatee, Polk, Sarasota Counties)**

This is a modification of an existing water use permit for Mining/Dewatering, and Industrial use to add 3,200 acres for mining and 54 proposed Upper Floridan aquifer sealing water wells for use in transporting the extracted mining materials through a piping network in Hardee County. This modification relocates 15.4 million gallons per day (mgd) currently authorized by this permit from the South Fort Meade facility to the new additional acreage. The authorized annual average quantity remains 69,600,000 gallons per day (gpd) and the authorized peak month quantity remains 87,000,000 gpd. Quantities are based on historical pumpage and the Permittee's ongoing mining plan. A net benefit retirement of two agricultural Water Use Permits (20002158.007 and 20001576.011) was provided to demonstrate no overall change in resource or impact concerns due to the relocation of the 15.4 mgd. The entire Mosaic permit area and mining operations are conducted on approximately 321,000 acres of property located within the Southern Water Use Caution Area, Dover Plant City Water Use Caution Area, and Central Florida Water Initiative, within Polk, Hardee, Manatee, Hillsborough, Sarasota, and DeSoto counties. The Permittee does use alternative water sources (AWS) in the form of reclaimed, recirculated, and captured rainwater.

The permit application meets all Rule 40D- 2 Conditions for Issuance.

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

April D. Breton, Manager, Water Use Permit Evaluation and Compliance



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
WATER USE PERMIT  
Individual  
PERMIT NO. 20 011400.033**

**PERMIT ISSUE DATE:** May 23, 2023

**EXPIRATION DATE:** October 20, 2032

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

**TYPE OF APPLICATION:** Modification  
**GRANTED TO:** Mosaic Fertilizer, LLC/Attn: Santino Provenzano  
13830 Circa Crossing Drive  
Lithia, FL 33547

**PROJECT NAME:** Integrated Water Use Permit  
**WATER USE CAUTION AREA(S):** SOUTHERN WATER USE CAUTION AREA, Dover Plant City WUCA  
**COUNTY:** Desoto, Hardee, Hillsborough, Manatee, Polk, Sarasota

<b>TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)</b>	
ANNUAL AVERAGE <sup>1</sup>	69,600,000 gpd
PEAK MONTH <sup>2</sup>	87,000,000 gpd

- 1 Annual Average: Average daily use during a one-year period expressed in gpd.
- 2 Peak Month: Average daily use during the highest water use month.

**ABSTRACT:**

This is a modification of an existing water use permit for Mining/Dewatering, and Industrial use. The authorized quantities remain unchanged from the previous permit. The authorized annual average quantity remains 69,600,000 gallons per day (gpd) and the authorized peak month quantity remains 87,000,000 gpd. There is no change in Use type from the previous revision. Quantities are based on historical pumpage and mining practices by the Permittee. This modification is to add 54 proposed Upper Floridan sealing water wells for use in transporting the extracted mining materials through a piping network. The modification also includes the addition of 3,200 acres of property and a net benefit due to a change in use type of two agricultural Water Use Permits (20002158.007 and 20001576.011). The project area and mining operations are conducted on approximately 321,000 acres of property located with the Southern Water Use Caution Area, Dover Plant City Water Use Caution Area, and Central Florida Water Initiative, within Polk, Hardee, Manatee, Hillsborough, and DeSoto Counties. The Permittee does use alternative water sources (AWS) in the form of reclaimed, recirculated, and captured rainwater.

Special Conditions include those that require the Permittee to record and report monthly meter readings from existing and proposed withdrawal points; allow for pumpage distribution flexibility for withdrawals and facilities; comply with well construction stipulations for proposed wells; submit caliper/video logs; install and maintain rain gauges; proper abandonment of wells; submit annual mine plan reports; install long term monitoring wells; investigate water resource complaints; submit water conservation and alternative source reports; conduct feasibility studies for Ona and DeSoto mines for material transport water reduction; modify the permit to reflect incorporation of any new alternative water sources; comply with the Southern Water Use Caution Area recovery strategy; comply with rolling 12-month average pumpage; cap all wells not in use; and implement the approved Environmental Management Plan.

**WATER USE TABLE (in gpd)**

<b><u>USE</u></b>	<b><u>ANNUAL AVERAGE</u></b>	<b><u>PEAK MONTH</u></b>
Industrial And Commercial	25,000,000	31,250,000
Mining/Dewatering	44,600,000	55,750,000

<sup>1</sup> The quantities identified in the Water Use Table for Mining or Dewatering and for Industrial or Commercial Uses are estimates of water use between mine and concentrate facilities and are not intended to specify the authorized quantities for each use type.

**USE TYPE**

- Personal Sanitary Use
- Industrial Other Uses
- Mining or Dewatering - Phosphate Ore Processing
- Industrial or Commercial - Concentrate Processing

**WITHDRAWAL POINT QUANTITY TABLE**

<b><u>I.D. NO.</u></b> <b><u>PERMITTEE/</u></b> <b><u>DISTRICT</u></b>	<b><u>DIAM</u></b> <b><u>(in.)</u></b>	<b><u>DEPTH</u></b> <b><u>TTL./CSD.FT.</u></b> <b><u>(feet bls)</u></b>	<b><u>USE DESCRIPTION</u></b>	<b><u>AVERAGE</u></b> <b><u>(gpd)</u></b>	<b><u>PEAK</u></b> <b><u>MONTH</u></b> <b><u>(gpd)</u></b>
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Water from authorized withdrawal points are restricted to the quantities on the table attached hereto and incorporated herein by reference as Exhibit "C".

**FACILITY QUANTITY TABLE**

Total water use for the individual facilities identified is restricted to the quantities given below: <sup>1</sup>

<b><u>FACILITY NAME</u></b>	<b><u>USE DESCRIPTION</u></b>	<b><u>AVERAGE (MGD)</u></b>	<b><u>PEAK MONTH (MGD)</u></b>
Bartow	Concentrates	5.7	7.1
Green Bay	Concentrates	3.0	3.7
Mulberry	Concentrates	1.5	1.8
New Wales	Concentrates	11.2	14.0
Nichols	Concentrates	2.5	3.1
South Pierce	Concentrates	5.9	7.3
Four Corners	Mining	20.0	25.0
Hookers Prairie	Mining	5.8	7.2
Hopewell	Mining	0.5	0.6
Ona	Mining	15.0	18.7
DeSoto <sup>2</sup>	Mining	10.7	13.3
South Ft. Meade <sup>3</sup>	Mining	15.4	19.2
Wingate	Mining	5.8	7.3

<sup>1</sup> Individual facility limits total to greater than the total authorized quantities. However, all withdrawals must comply with both the specified facility limitations shown in this table and the total authorized permit quantities.

<sup>2</sup> Quantities allocated for the DeSoto facility will be provided from withdrawal points located at the Ft. Green facility.

<sup>3</sup> Quantities being used for South Ft. Meade Eastern Extension for revision .033 will revert back to South Ft. Meade upon completion of mining at the South Ft. Meade Eastern Extension.

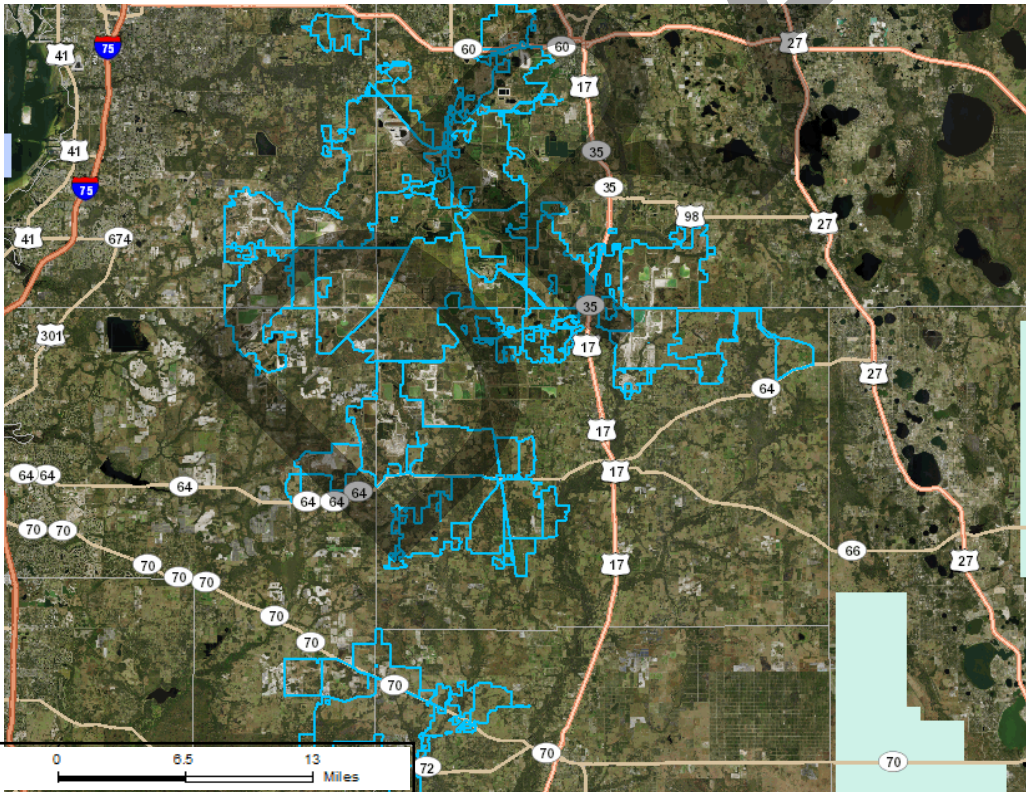
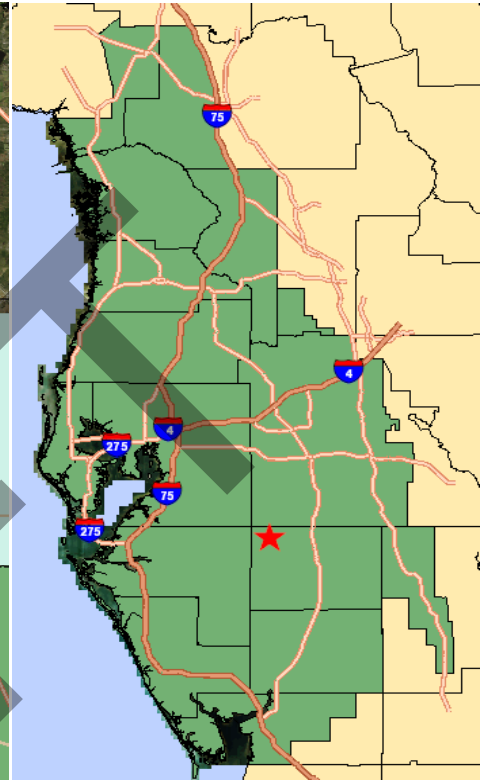
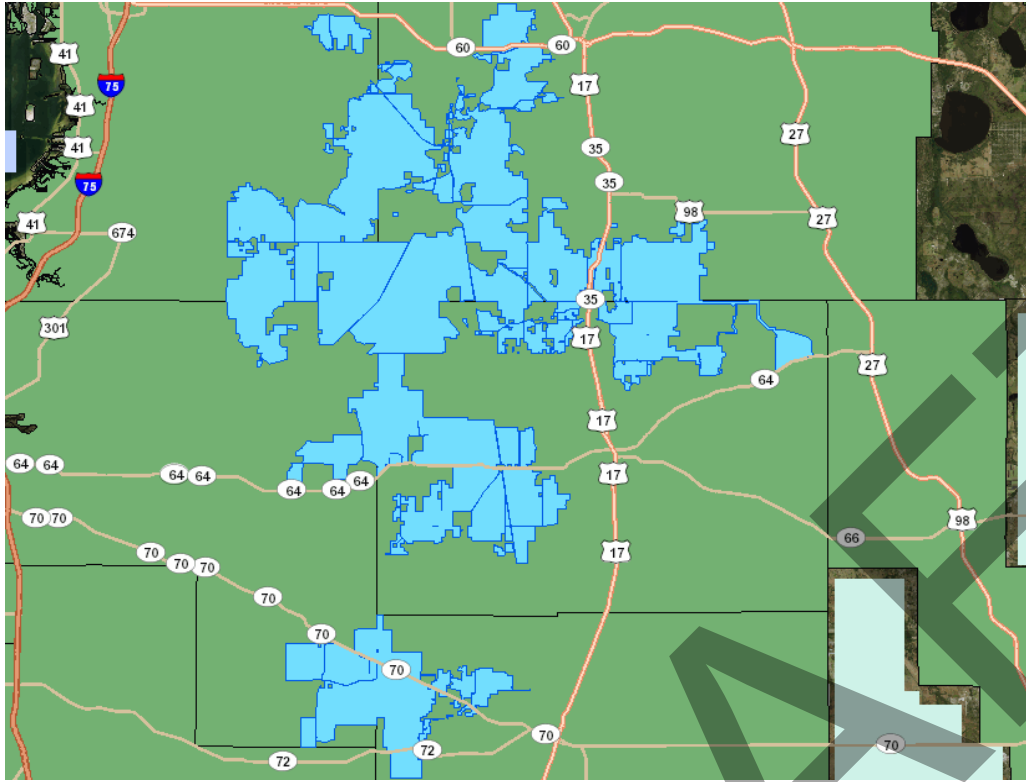
**WITHDRAWAL TABLE**

**DISTRICT I.D. NO.**



**LATITUDE/LONGITUDE**

Authorized withdrawal point locations are identified on the table attached hereto and incorporated herein by reference as Exhibit "C".


**Location Map**  
**Mosaic Fertilizer, LLC/Attn: Santino Provenzano**  
**WUP No. 20 011400.033**



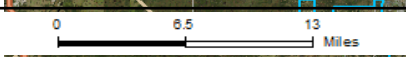
**Legend**

-  DIDs
-  WUP Boundary
- Natural Color Imagery

**DESOTO, HARDEE,  
HILLSBOROUGH,  
MANATEE, POLK,  
SARASOTA COUNTY**



*Southwest Florida  
Water Management District*



**STANDARD CONDITIONS:**

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

**SPECIAL CONDITIONS:**

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

All mailed reports and data are to be sent to:

Southwest Florida Water Management District Water Use Permit Bureau, Tampa Service Office 7601  
US Highway 301  
Tampa, Florida 33637

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

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level evapotranspiration, or water quality data.(499)

2. No earlier than six months prior to June 1, 2022, the Permittee shall submit a compliance report. At a minimum, the compliance report shall contain sufficient data to maintain reasonable assurance that the initial conditions for permit issuance set forth in Chapter 40D-2 and the Basis of Review for Water Use Permits are met for the remaining duration of the permit. The compliance report shall include data relevant to the following factors, as developed under the conditions of this permit during the initial ten years hereof, or data otherwise available from reliable public sources.

Quantity or Quality Changes: Documentation that continued use of the withdrawal quantities authorized under this permit will not cause quantity or quality changes that adversely impact the water resources, including both surface and ground waters.

Conservation: Documentation that use of the permitted withdrawal quantities is efficient and that the permittee is implementing reasonable and feasible water conservation measures

Impacts to Existing Legal Withdrawals: Documentation that the continued use of the withdrawal quantities authorized under this permit will not adversely impact existing legal withdrawals.

Impacts to Water Resources: Documentation that the continued use of the withdrawal quantities authorized under this permit will not adversely impact springs and surface waters, or water bodies for which minimum flows and levels have been established under Chapters 400-8 and 400-80, F.A.C.

Saline Water Intrusion: Documentation that the continued use of the withdrawal quantities authorized under this permit will not significantly induce saline water intrusion.

Lowest Quality Source of Water: Information demonstrating that the lowest quality source of water (reclaimed water or other alternative water source) is being used in order to reduce withdrawals from the Upper Floridan Aquifer.(100)

3. A. Annual Mine Plan

The Permittee shall submit an Annual Mine Plan by June 1, 2013, and every year thereafter for all areas of Mine Activities, as that term is defined in the EMP. The Permittee shall undertake the Mine Activities in accordance with the plan, and other documentation, submitted in support of this permit and as approved by the District. Prior to any subsequent substantive deviation from an approved mine plan, the Permittee shall provide a revised plan to the Water Use Permit Bureau. Substantive deviation is defined as:

1. Change in future mining area;
2. Change in an approved Mandatory Mitigation Distance (MMD) (as defined in the EMP); and,
3. Addition of a preservation area or deletion/mining of a previously preserved area.

Each plan shall include a map(s) with the following information clearly identified:

1. Areas to be mined or dewatered within the following twelve (12) month period as well as those mined in the preceding 12 month period. An estimated timetable for construction and operation of each mining and dewatering cut/cell shall be included.
2. The MMD to be maintained.
3. Additions or deletions of outparcels. Additional outparcels must be labeled and the names and addresses of the property owners must be referenced for each outparcel.
4. All wells within areas to be mined and their future disposition.
5. Wetlands required to be preserved, including those wetlands created for mitigation, and any on-site wetlands that will not be mined.

B. Mine Plan Information for Years 11 through 20

No earlier than six months prior to June 1, 2022, the Permittee shall submit a projected mine plan for years 11 through 20 of the permit. Documentation shall include the following:

1. Areas to be mined or dewatered each year including mining depths and depth of overburden and matrix;
2. The MMD to be maintained; and
3. Wetlands/streams required to be preserved.(203)

4. The Annual Average and Peak Month daily quantities for the withdrawal points shown in the Withdrawal Point Quantity/Metering/Proposed Well Construction Table (Exhibit "C") are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The quantities listed for these individual sources are not intended to dictate the distribution of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary so long as adverse impacts do not result and the Permittee complies with all other conditions of this Permit. In all cases, the combined withdrawals from all withdrawal points contained within this permit shall not exceed the total permitted Annual Average daily withdrawal (69.6 MGD) or the total permitted Peak Month daily withdrawal (87.0 MGD) quantities.

The Annual Average and Peak Month daily quantities for the facilities shown in the Facility Quantity Table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The Permittee may make adjustments in pumpage distribution among facilities up to the quantities shown in the Facility Quantity Table so long as adverse impacts do not result and the Permittee complies with all other conditions of this Permit. In all cases, the combined withdrawals from all facilities contained within this permit shall not exceed the total permitted Annual Average daily withdrawal (69.6 MGD) or the total permitted Peak Month daily withdrawal (87.0 MGD) quantities.(221)

5. The Permittee shall construct the proposed wells according to the surface diameter and casing depth specifications in the Withdrawal Point Quantity/Metering/Proposed Well Construction Table ( Exhibit "C") attached to and made part of this permit. The casing shall be continuous from land surface to the minimum depth stated and is specified to prevent the unauthorized interchange of water between different water bearing zones. If a total depth is listed it is an estimate, based on best available information, of the depth at which high producing zones are encountered. However, it is the Permittee's responsibility to have the water in the well sampled during well construction, before reaching the

estimated total depth. Such sampling is necessary to ensure that the well does not encounter water quality that cannot be utilized by the Permittee, and to ensure that withdrawals from the well will not cause saltwater intrusion. All depths given are in feet below land surface. For Well Construction requirements see Exhibit "B" (Well Construction Instructions) and Exhibit "C" (Proposed Well Construction Specifications), attached to and made part of this permit.

In addition to those well construction specification listed in Exhibit "C", the following are additional well construction specifications:

District ID Nos. 763 and 836, Permittee ID Nos. SPR-D5 and NWGuardShack, having a surface diameter of 4 inches, 6 inches, 24 inches, and 24 inches, respectively, with a minimum casing depth of 320 feet each.

District ID Nos. 4186 and 4187, Permittee ID Nos. PS 4186 and FP 4187, having surface diameters of 6 inches and 4 inches, respectively, with minimum casing depths each of 370 feet, drilled to an estimated total depth of 550 feet.

District ID Nos. 4188, 4189, and 4190, Permittee ID Nos. MW-F101, MW-F102, GB-RW1, having surface diameters of 6 inches, 6 inches, and 24 inches respectively, with minimum casing depths each 650 feet, drilled to an estimated total depth each of 850 feet.

District ID No. 4191, Permittee ID No. NWC-P4BR, having surface diameter of 24 inches, with minimum casing depth of 330 feet, drilled to an estimated total depth of 832 feet.

District ID No. 4192, Permittee ID No. GB-Seal, having surface diameter of 5 inches, with minimum casing depth of 300 feet, drilled to an estimated total depth of 450 feet.

District ID Nos. 857-911, Permittee ID Nos. SFM-S6 - SFM-S59 and FCO-S116, having surface diameter of 6 inches with minimum casing depth of 420 feet, drilled to an estimated total depth of 600 feet, (240)

6. By June 1, 2012, the Permittee shall install and maintain continuous recording rain gauges in the areas around Payne Creek, Hardee Station No. 1, South East Hillsborough No. 2, Wingate Creek No. 1, and Pine Level 002. These gauges are referred to as District ID No(s). 4000, 4001, 4002, 4003 and 4004 [Permittee ID No(s). RG 2, RG 4, RG 8, RG 38, and RG 62, respectively]. Total daily rainfall shall be recorded at these stations in inches to one-hundredth of an inch and submitted to the District online [www.swfwmd.state.fl.us/oermits/eoermitting/](http://www.swfwmd.state.fl.us/oermits/eoermitting/) or on District forms on or before the 10th day of the month following data collection. The reporting period for these data shall begin on the first day of each month and end on the last day of each month.(255)
7. If the Permittee removes a pump assembly for maintenance or replacement within the term of this permit, and well construction characteristics are not documented for that well, the Permittee shall geophysically (caliper) or video log the well. The District will not require the Permittee to remove the well assembly for the single purpose of logging the well.

The geophysical or video log must clearly show the diameter and total depth of each well, and the casing depth and casing continuity in each well. If a video log is made of the well, it shall clearly show the WUP number, Permittee name, and well identification number on the tape itself. One copy of the log shall be submitted to the District within 30 days of the logging event. Upon sufficient notice (approximately two to three weeks), the District can caliper log the well(s) at no cost to the Permittee; however, the Permittee shall remove the pump assembly at their own cost and prior to the arrival of the District logging vehicle on location.

Until such time as the logging is performed, the District shall continue to assess withdrawal impacts, and credit existing use per aquifer based on the assumption that multiple aquifers are open in the well bore. If an analysis of the log with respect to geology or hydrogeology is made, the report must be signed and sealed by a Professional Geologist I Engineer who is registered and in good standing with the Florida Department of Professional Regulation.(408)

8. By June 1, 2013, the Permittee shall design and install a limited network of Surficial Aquifer System (SAS) long-term monitoring wells at all future mine areas where a complete SAS monitoring network has not been installed. These long-term monitoring wells shall be strategically located so as to provide spatially limited, but representative SAS data to generally characterize long-term (greater than four years) seasonal water table fluctuation patterns and ranges within each mine area. Monitoring data obtained from this long-term monitoring network may be used in interpreting the Baseline Data Set, as defined in the EMP, or a SAS dataset of less than four years, if necessary. Water level data from the long-term monitoring wells shall be recorded at least monthly and the water level data and locations included in the Annual Report required in Section 10.0 of the EMP.(416)
9. The Permittee shall initiate an investigation concerning water resource complaints related to Mine Activities (as defined in the EMP) to determine if such impacts are causally related to the Permittee's activities regulated under this permit. Complaints requiring investigation include: ground and/or surface water quality; ground or surface water sources, levels, flows, and existing legal uses; and offsite land uses. Instructions for the complaint handling and possible mitigation procedure are given in (Exhibit "B") (Water Resource Complaint Instructions).

Compliance with the MMD does not preclude the Permittee from being required to investigate complaints and does not, in and of itself, provide assurance that the Permittee did not cause adverse impacts.(448)

10. The Permittee shall immediately implement the District-approved water conservation plan entitled "Water Conservation Plan - Mosaic Florida Facilities" included in the information submitted to the District in support of the application for this permit on September 20, 2011. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted as described below.

#### A. Annual Water Conservation Progress Reports (AWCPR)

Beginning June 1, 2013, and on an annual basis thereafter, the Permittee shall submit an AWCPR. The first year report shall include additional details regarding anticipated implementation dates for proposed new water conservation measures included in document entitled "Water Conservation Plan - Mosaic Florida Facilities" included as Appendix D in the information submitted to the District on September 20, 2011. The AWCPR shall:

1. Report on any progress made in implementing the Permittee's Water Conservation Plan.
2. Propose any updates or modifications to the Permittee's Water Conservation Plan.
3. Address any other demand management or water conservation practices that are in development or being implemented by the Permittee.
4. Address the Permittee's practices to utilize recirculation water preferentially over groundwater withdrawals in the Permittee's mineral and concentrates projects encompassed by this Permit.
5. The Permittee shall, as part of its AWCPR submission, include an economic, technical, and environmental feasibility analysis of potential options for reducing groundwater consumption. These options may include:
  - a. Potential alternatives to transporting matrix without the use of groundwater, or otherwise reducing water demands associated with transporting matrix;
  - b. Potential demand management opportunities associated with reducing the consumption of Upper Floridan Aquifer groundwater for dilution of discharge water from Gypsum Stacks during closure;
  - c. The use of reclaimed water as a water source. The report shall contain an analysis of reclaimed water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of reclaimed water available, the quality of the reclaimed water, the quality of reclaimed water required by Mosaic, the costs required to treat or blend the available water to that quality, the projected date(s) of availability, costs associated with obtaining the reclaimed water, and an implementation schedule for reuse, if feasible. If the use of a reclaimed water source is determined to be feasible, within 24 months of initial receipt of reclaimed water the Permittee shall submit an application to modify this water use permit to include reclaimed water as a source of water. The modification application shall propose placing groundwater quantities on standby in an amount equal to the documented reliable amount of reclaimed water to be received. The standby groundwater



quantities can be used in the event that some or all of the alternative source are not available

#### B. 10-Year Water Conservation and Alternative Source Progress Report

By June 1, 2022, the Permittee shall provide a comprehensive 10-year report regarding water conservation initiatives implemented to date and those proposed for the forthcoming final ten years of this permit. The report shall provide an overview of efforts to implement enhanced water conservation and increased use of Alternative Water Supplies during the first ten years of this permit, and document the results of these efforts in reducing reliance upon the Upper Floridan Aquifer as a water source. The report shall assess the 10-year average water use to date and the expected average water use for the remaining term of the permit, in relation to the anticipated 20-year average of 55.2 MGD.(449)

11. Any wells not in use and in which pumping equipment is not installed shall be capped or valved in a water-tight manner in accordance with Chapter 62-532.500(3)(a)4, F.A.C.(568)
12. By May 10, 2020, District ID No. 19, Permittee ID No. SPR-P1, shall be properly abandoned (plugged bottom to top) by a licensed water well contractor in accordance with Chapter 62-532.500(4), F.A.C., under a Well Abandonment Permit issued by the District unless an extension of time is granted by the Water Use Permit Bureau Chief.  
  
District ID No. 4084, Permittee ID No. NWC-P4B, shall be properly abandoned (plugged bottom to top) by a licensed water well contractor in accordance with Chapter 62-532.500(4), F.A.C., under a Well Abandonment Permit issued by the District, within 90 days of installation and commencement of operation of District ID No. 4191, Permittee ID No. NWC-P4BR, unless an extension of time is granted by the Water Use Permit Bureau Chief.(582)
13. The Permittee shall submit a copy of the well completion reports to the District's Water Use Permit Bureau, within 30 days of each well completion.(583)
14. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
15. Prior to conducting Mine Activities that could potentially impact a well, any wells located within the area shall be properly abandoned (plugged) by a licensed water well contractor in accordance with Chapter 62-532.500(4), F.A.C., under a Well Abandonment Permit issued by the District or any local government that has been delegated authority to implement this program by the District. Dewatering wells shall either be mined through or properly abandoned.(679)
16. The Permittee shall implement and comply with the provisions of the Environmental Management Plan (EMP), dated January 25, 2012, and any updates to the EMP subsequently approved by the District, throughout the duration of the permit. The EMP is attached hereto and incorporated herein as Exhibit "E".(683)
17. In accordance with a Site Specific Drawdown Mitigation Plan (as that term is defined in the EMP), the Permittee shall install and maintain staff gauges in each water table maintenance ditch, and each shall be maintained throughout the duration of Mine Activities. Staff gauges shall be installed at appropriate locations along the entire length of the ditch to account for changes in elevation. At a minimum, staff gauges shall be installed at the upstream and downstream reaches of the ditch. The inverts of each reach of the ditch shall be surveyed to ensure that water levels in each reach of the ditch are at the appropriate elevation. The staff gauge(s) shall be scaled in one-tenth foot increments and shall be sized and placed so as to be clearly visible from an easily accessible point of land. The staff gauge(s) shall be surveyed and referenced to the appropriate vertical datum, and a copy of the survey indicating the datum reference shall be submitted within 30 days of District request. The Permittee shall maintain staff gauge locations (Latitude and Longitude) until the ditch is removed following approved

termination of monitoring of the adjacent water table. Water levels shall be recorded weekly and the data shall be maintained by the Permittee for a minimum of three years, and provided upon District request.

Where continuous recorders are utilized, the average of the 24-hour values for each day shall be calculated, and only the average value for each day and the time of day shall be reported (if requested) to the District. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary.(686)

- 18. To the degree economically, technically, and environmentally feasible, the Permittee shall use alternative water supplies preferentially over groundwater in all phases of the mining operation.(696)
- 19. The proposed withdrawal facilities listed in Exhibit "C", attached hereto and incorporated herein shall be metered within 90 days of completion of construction of the facilities. Meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit "B", Metering Instructions, attached hereto and made part of this permit.(718)
- 20. The existing withdrawal facilities listed in Exhibit "C", attached hereto and incorporated herein shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief. Meter reading and reporting, as well as meter accuracy checks every five years, shall be in accordance with instructions in Exhibit "B".(719)
- 21. Water quality samples from the withdrawal points listed below shall be collected after pumping the withdrawal point at its normal rate for a pumping time specified below, or to a constant temperature, pH, and conductivity. The frequency of sampling per water quality parameter is listed in the table according to the withdrawal point. The recording and reporting shall begin according to the first sample date for existing wells and shall begin within 90 days of completion of any proposed wells. Samples shall be collected whether or not the well is being used unless infeasible. If sampling is infeasible, the Permittee shall indicate the reason for not sampling on the water quality data form or in the space for comments in the WUP Portal for data submissions. For sampling, analysis and submittal requirements see Exhibit "B", Water Quality Sampling Instructions, attached to and made part of this permit.

Water quality sampling for DID 46/PID HAR-P1, shall begin no more than 30 days after initiation of groundwater withdrawals from the well.

<u>District/PID Nos.</u>	<u>Minimum Pumping Time</u>	<u>Parameter</u>	<u>Sampling Frequency</u>
1/FCO-P1	10 Minutes	Sulfates, Total	Feb, May, Aug, Nov
517/FCO-S70		Dissolved Solids, Chlorides	
752/P-4			
813/FCO-S78			
835/FCO-S95			
(752)			

- 22. Piezometers shall be properly constructed with sufficient surface casing diameter, depth, slotted casing/screen interval, and sand filter pack to ensure that SAS water levels can be accurately measured. Piezometer casing materials shall be resistant to degradation due to interaction with groundwater and shall extend at least 18 inches above land surface. Piezometer tips/ ends are to be drilled or slotted so as to eliminate pooling in the piezometers, resulting in a false reading. Within 30 days of completion, piezometer locations shall be submitted on a location map which includes the DID numbers. A table indicating the well construction permit number, well diameter, total depth, and slotted interval for each well shall also be provided.

Within 90 days of completion of the new monitor well(s) / piezometer(s) and staff gauges listed as

"Proposed" in the Water Level Monitoring - Monitor Wells/Piezometers and Staff Gauges (Exhibit "D"), the Permittee shall record water levels using either a continuous or manual recorder and report them to the District. All data reported shall be accompanied by the appropriate vertical datum, at the frequency listed in Water Level Monitoring - Monitor Wells/Piezometers and Staff Gauges Table (Exhibit "D"). To the maximum extent possible, water levels shall be recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate to the frequency noted. The readings shall be reported as described in the Environmental Management Plan (Exhibit "E"). The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource.(755)

23. The Permittee shall maintain the monitor well(s) / piezometer(s) and staff gauges listed as "Existing" in the Water Level Monitoring - Monitor Wells/Piezometers and Staff Gauges Table attached hereto and incorporated herein as Exhibit "D", measure water levels using either a continuous or manual recorder, and report them to the District at the frequency listed in the EMP. Water levels shall be recorded relative to the appropriate vertical datum, and to the maximum extent possible, recorded on a regular schedule as identified in the EMP. The readings shall be reported online via the WUP Portal at the District website ([www.watmatters.org](http://www.watmatters.org)) or emailed to the Water Use Permit Bureau on or before July 15th and November 15th for semi-annual reports (per EMP Section 10.0), and the tenth day of the month following data collection for monthly reports. The frequency of recording may be modified by the Water Use Permit Bureau Chief as necessary to ensure the protection of the resource.(756)

24. The Permittee is hereby authorized to install and operate new dewatering, sealing water, and mitigation wells without modification of this Water Use Permit provided that the total quantities permitted are not exceeded, and provided that Permittee complies with the following procedures. The Permittee shall obtain a Well Construction Permit (WCP) from the District prior to construction of any wells.

#### A. Dewatering Wells

The permittee is hereby authorized to construct and utilize Surficial Aquifer System (SAS) dewatering wells as necessary to effectively accomplish dewatering. Dewatering wells are temporary features that are eliminated (properly abandoned or mined through) after effective dewatering is accomplished in preparation for mining. Mine Activities [as that term is defined in the Environmental Management Plan (EMP), attached hereto and incorporated herein as Exhibit "E"] associated with dewatering wells within the applicable Mandatory Mitigation Distance shall be undertaken as specified in the EMP.

Dewatering wells used for direct mitigation of wetlands or direct SAS injection shall be metered. Meter reading and reporting shall be in accordance with instructions in Exhibit "B", Metering Instructions.

#### B. Sealing Water Wells

The permittee is hereby authorized to construct and utilize sealing water wells as necessary to transport sand tailings and matrix between the mine pit and the beneficiation plant. Consistent with Special Condition No. 25, and after obtaining a WCP the permittee is authorized to construct and utilize sealing water wells for this purpose.

Proposed sealing water wells will exclusively withdraw from the Upper Floridan aquifer and each well will not exceed a casing diameter of 8 inches.

Sealing water wells shall be properly abandoned within 365 days of completion of all necessary sealing water activities. Should the permittee identify that a particular sealing water well may have another future beneficial use, and thus warrant being maintained, the Permittee shall notify the District, specify the reason, and request that the well not be required to be abandoned. Such wells shall be properly capped in a water-tight manner until such future use is needed. Prior to any reactivation the Permittee shall notify the District of intended use, quantity, and duration. All sealing water wells that are to be properly abandoned, or to be converted to inactive/capped status for future use, shall be identified in accordance with the Annual Mine Plan submittal.

#### C. Mitigation Wells

As specified in the EMP, mitigation wells shall be used only in the event that the available quantity of "lower quality water" and/or "alternative water supplies" in the vicinity of the subject area is insufficient to timely accomplish the intended mitigation in an environmentally, technically, and economically feasible manner. In the case of direct SAS recharge mitigation wells, water will be obtained from nearby

surficial dewatering wells where feasible. Otherwise, all mitigation wells will withdraw exclusively from the Upper Floridan Aquifer.

Prior to submitting a WCP application for any mitigation well, the Permittee shall submit a written notification of intent to construct the well(s) to the Water Use Permit Bureau Chief. Should the District require more information, or desire to include pertinent stipulations with the authorization to construct the well(s), the District shall repond in writing to the Permittee regarding such notifications within no more than 20 days of receipt. Should a written response not be received from the District within the 20 day timeframe, the Permittee is hereby authorized to submit a WCP application to construct and utilize the well(s) in a manner consistent with the EMP.

Mitigation wells shall be properly abandoned within 365 days of completion of water table mitigation activities. Should the permittee identify that a particular retired mitigation well may have some other future beneficial use, and thus warrant being maintained, the Permittee shall notify the District of this determination in writing. Such wells shall be properly capped in a water-tight manner until such future use is needed. Prior to any reactivation the Permittee shall notify the District of intended use, quantity, and duration. All Mitigation wells that are to be properly abandoned, or to be converted to inactive/capped status for future use, shall be identified in accordance with the Annual Mine Plan submittal.

#### D. Additional Requirements - Sealing and Mitigation Wells Submittal of Information

The following information shall be submitted to the Water Use Permit Bureau for each new sealing water and mitigation well within 60 days of construction:

1. District ID No. and Permittee ID No.;
2. Estimated annual average daily and peak month quantities;
3. Latitude and longitude;
4. Well(s) shall be located on a legible map which clearly identifies the well location(s). Acceptable maps include a GIS-generated or aerial map, United States Geological Survey quad map, or copy of same with a reference to the nearest property boundaries; Well completion report copy; and
5. Pump capacity in gallons per minute.

#### E. Meter Readings

All sealing water and mitigation wells shall be required to have the flow monitored by a flow meter or other monitoring device approved by the Water Use Permit Bureau Chief. Total flow from each sealing water and mitigation well in use shall be recorded on a monthly basis and submitted by the 10th day of the following month to the Water Use Permit Bureau (using District forms).(990)

25. As part of its AWCP, the Permittee shall provide two studies, subject to District approval, identifying all economically, technically, and environmentally feasible options Mosaic will implement in the design of the Ona and DeSoto mine material transport networks in such a manner as to reduce or eliminate the need for using sealing water wells. The report shall include:

1. Designing the mine recirculation system and material transport network (survey line) in such a manner that water from the recirculation network is the sealing water source for the transport network.
2. Using alternative water supplies (including water from Flatford Swamp) as a water source.
3. Piping mine recirculation water from other mine facilities.

A. The feasibility study for the Ona mine shall be submitted on June 1, 2015.

B. The feasibility study for the DeSoto mine shall be submitted on June 1, 2020.  
(991)

26. Upon permit expiration or completion of construction in which quantities from DID No. 5/Permittee I.D. No. KFD-P1 are authorized, whichever occurs first, quantities will revert back to zero for DID No. 5/ Permittee I.D. No. KFD-P1  
(993)

27. Prior to mining/dewatering on property in which Memorandum of Option Agreements exist within the project area and prior to the expiration of the Option Agreements, the Permittee shall provide to the District documentation of ownership for these parcels.(994)
28. Unless specified otherwise, time extensions to condition deadlines may be granted for good cause shown, upon written request to the Water Use Permit Bureau Chief, provided that the request is made prior to the deadline, the Permittee has demonstrated a good faith effort in meeting the deadline set forth in the condition, and a reasonable modified deadline is proposed by the Permittee.(995)
29. As part of the "South Fort Meade Settlement Agreement", where mining depths will exceed 50 feet and the use of gravity (not pressured) injection wells to augment or maintain the surficial aquifer is required, a pilot study will be required to demonstrate the use of groundwater is a reasonable and beneficial use. The Permittee shall submit a written proposal to the District by February 1, 2014, for review. Upon completion of the Pilot Study the Permittee shall provide a final report to the District summarizing the results, including the raw data. Upon approval of the final report, the Permittee may utilize the authorized quantities from DID No. 758.(996)
30. By December 31, 2023, if the permittee's permit duration extends beyond 2025 and the projected water demand at the end of the permit term exceeds the allocation authorized under section 2.8 of the CFWI Supplemental Applicant's handbook, then the permittee shall submit a plan to the District describing how the remainder of its demand will be met (e.g. offsets, substitution credits, land use transitions, redistributed uses, alternative water supply development). The plan shall propose projects and identify a schedule for implementation. Annual updates shall be due on December 31 of each subsequent year detailing progress shall be provided to the District. The annual status reports shall include work completed to date, expenditures, and any anticipated changes in timelines. (90)
31. The permittee shall develop and maintain an Annual Conservation Goal Implementation Plan (ACGIP) pursuant to section 2.7 of the CFWI Supplemental Applicant's Handbook for Consumptive Use Permitting. The ACGIP shall outline conservation goals for no less than 5 years. Agricultural permittees implementing BMPs in lieu of an ACGIP must maintain documentation supporting the enrollment and implementation of selected BMPs. The permittee shall submit the ACGIP upon request by the District, during a 10-year compliance report, and with an application for permit renewal or modification except for a public water supply permittee with an annual average daily quantity of 100,000 gpd or greater and whose commercial use equals or exceeds 30 percent of its total water use, shall report its progress toward achieving the conservation goals within the ACGIP annually. (92)
32. By August 1, 2025, the Permittee will submit a request to cancel WUP Nos. 20002158.007 and 20001576.011. Quantities associated with these permits will be permanently retired. All wells associated with these permits will be plugged in accordance with 40D-3.531, F.A.C. (997)

40D-2  
Exhibit A

**WATER USE PERMIT STANDARD CONDITIONS**

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
  - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
  - B. Damage to crops and other vegetation causing financial harm to the owner; and
  - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
  - A. A reduction in water levels which impairs the ability of a well to produce water;
  - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
  - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.

11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

DRAFT

Exhibit B  
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at [www.swfwmd.state.fl.us/permits/epermitting/](http://www.swfwmd.state.fl.us/permits/epermitting/) or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
  - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
  - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
  - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
  - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
  - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
  - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
  - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
  - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted



by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

**FLOW METER ACCURACY TEST INSTRUCTIONS**

1. **Accuracy Test Due Date** - The Permittee is to schedule their accuracy test according to the following schedule:
  - A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
  - B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
  - C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
  - D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
  - E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

\* The permittee may request their multiple permits be tested in the same month.

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
  - A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
  - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
  - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
  - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.
3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
  - A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website ([www.watermatters.org](http://www.watermatters.org)) under "ePermitting and Rules" for Water Use Permits.

- B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;
- C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
- D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
- E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
- F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

WATER QUALITY INSTRUCTIONS

The Permittee shall perform water quality sampling, analysis and reporting as follows:

1. The sampling method(s) from both monitor wells and surface water bodies shall be designed to collect water samples that are chemically representative of the zone of the aquifer or the depth or area of the water body.
2. Water quality samples from monitor wells shall be taken after pumping the well for the minimum time specified (if specified) or after the water reaches a constant temperature, pH, and conductivity.
3. The first submittal to the District shall include a copy of the laboratory's analytical and chain of custody procedures. If the laboratory used by the Permittee is changed, the first submittal of data analyzed at the new laboratory shall include a copy of the laboratory's analytical and chain of custody procedures .
4. Any variance in sampling and/or analytical methods shall have prior approval of the Water Use Permit Bureau Chief.
5. The Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis.
6. Water quality samples shall be analyzed by a laboratory certified by the Florida Department of Health utilizing the standards and methods applicable to the parameters analyzed and to the water use pursuant to Chapter 64E-1, Florida Administrative Code, "Certification of Environmental Testing Laboratories."
7. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association-American Water Works Association-Water Pollution Control Federation (APHA-AWWA-WPCF) or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency (EPA).
8. Unless other reporting arrangements have been approved by the Water Use Permit Bureau Chief, reports of the analyses shall be submitted to the Water Use Permit Bureau, online at the District WUP Portal or mailed in hardcopy on or before the tenth day of the following month. The online submittal shall include a scanned upload of the original laboratory report. The hardcopy submittal shall be a copy of the laboratory's analysis form. If for some reason, a sample cannot be taken when required, the Permittee shall indicate so and give the reason in the space for comments at the WUP Portal or shall submit the reason in writing on the regular due date .
9. The parameters and frequency of sampling and analysis may be modified by the District as necessary to ensure the protection of the resource.
10. Water quality samples shall be collected based on the following timetable for the frequency listed in the special condition:

<u>Frequency</u>	<u>Timetable</u>
Weekly	Same day of each week
Quarterly	Same week of <b>February, May, August, November</b>
Semi-annually	Same week of <b>May, November</b>
Monthly	Same week of each month

### WELL COMPLAINT INSTRUCTIONS

The permittee shall adhere to the following process for handling water resource, surface or ground water withdrawal point impact, dewatering complaints, or discharge/seepage of water from their property:

1. Within 48 hours of a complaint received by the Permittee related to their withdrawal or use of water or dewatering activity, the Permittee shall notify the District, perform a preliminary investigation to determine whether the Permittee's pumpage, dewatering activity, or discharge/seepage from their property may have caused the problem.
2. If this preliminary assessment indicates that the Permittee may be responsible, the Permittee shall, within 72 hours of complaint receipt, supply the complainant with any water necessary for health and safety purposes, such as drinking water.
3. If the resulting investigation determines that the Permittee was not responsible for the well problem, the Permittee shall document the reasons for this determination.
4. If the detailed investigation confirms that the complainant's problem was caused by the Permittee's pumpage, dewatering, or discharge or water impoundment activities:
  - A. The complainant's problem shall be fully corrected within 15 days of complaint receipt.
  - B. Impacts to wells: Full correction shall be restoration of the complainant's well to pre-impact condition or better, including the aspects of pressure levels, discharge quantity, and water quality. This detailed investigation shall include, but not be limited to, an analysis of water levels and pumpage impacts at the time of the complainant's problem, well and pump characteristics including depths, capacity, pump curves, and irrigation system requirements.
5. The Permittee shall file a report of the complaint, the findings of facts, appropriate technical data, and any mitigating action taken or to be taken by the Permittee, to the Water Use Permit Bureau Chief, for review and approval within 20 days of the receipt of any complaint. The report shall include:
  - A. The name and address of each complainant;
  - B. The date and nature of the complaint;
  - C. A summary of the Permittee's investigation;
  - D. A summary of the Permittee's determination, including details of any mitigation activities; and
  - E. Cost of mitigation activity for each complaint.
6. A copy of the report shall be sent to the complainant within 20 days of complaint receipt.

### WELL CONSTRUCTION INSTRUCTIONS

All wells proposed to be constructed shall be drilled and constructed as specified below:

1. All well casing (including liners and/or pipe) must be sealed to the depth specified in the permit condition.
2. The proposed well(s) shall be constructed of materials that are resistant to degradation of the casing/grout due to interaction with the water of lesser quality. A minimum grout thickness of two (2) inches is required on wells four (4) inches or more in diameter.
3. A minimum of twenty (20) feet overlap and two (2) centralizers is required for Public Supply wells and all wells six (6) inches or more in diameter.
4. Any variation from estimated, maximum or minimum total depths; maximum or minimum casing depths; well location or casing diameter specified in the condition requires advanced approval by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.
5. The Permittee is notified that a proposal to significantly change any of these well construction specifications may require permit modification if the District determines that such a change would result in significantly greater withdrawal impacts than those considered for this Permit.
6. The finished well casing depth shall not vary from these specifications by greater than ten (10) percent unless advance approval is granted by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.

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Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

DRAFT

**Exhibit C  
Withdrawal Point Quantity/  
Metering/Proposed Well  
Construction Table**

DRAFT

EXHIBIT C
WITHDRAWAL POINT QUANTITY/METERING/PROPOSED WELL CONSTRUCTION TABLE

- 1. This WUP consolidates seven different WUPs into one Integrated WUP (IWUP).
The "WUP No." column identifies the former WUP No. associated with the identified withdrawal point.
2. The "Prev DID" column identifies the former DID No. under the previous WUP for the specified withdrawal point.
3. The "DID" column is the withdrawal identification number under this IWUP.

\* Existing DIDs already metered withdrawal (Cond. No. 5)
\*\* Proposed DIDs to be metered (Cond. No. 4)
\*\*\* Proposed wells requiring well construction stipulation (Cond. No. 8)

Proposed future Sealing Water Wells designated with DID Nos. 800 thru 1008 (\*\* and \*\*\*).
Proposed future Mitigation Wells designated with DID Nos. 1009 thru 1100 (\*\* and \*\*\*).
Proposed future Injection Wells designated with DID Nos. 1101 thru 1200 (\*\* and \*\*\*).
Proposed future Dewatering Wells designated with DID Nos. 1201 thru 1300 (\*\* and \*\*\*).

Table with 13 columns: WUP No., Prev DID, DID, PID, DIAM (IN), Cased Depth (Feet), Total Depth (Feet), Use, Status, Average (GPD), Peak Month (GPD), Latitude, Longitude. Contains 50 rows of well data.

WUP No. 1	Prev DID 2	DID 3	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
11400	156	156	FTG-S1	6	397	640	Min/Dewt	Capped	0	0	27 41 14.31	82 00 27.00
11400	158	158	FTG-S4	6	357	600	Min/Dewt	Capped	0	0	27 40 10.10	81 59 41.3
11400	159	159	FTG-S5	6	336	600	Min/Dewt	Capped	0	0	27 39 52.02	82 01 07.80
11400	160	160	FTG-S6	6	315	600	Min/Dewt	Capped	0	0	27 39 23.00	82 01 41.9
11400	161	161	FTG-S8	6	357	600	Min/Dewt	Capped	0	0	27 39 49.01	82 00 21.4
11400	163	163	FTG-S11	6	360	600	Min/Dewt	Capped	0	0	27 38 11.12	81 59 16.49
11400	166	166	FTG-S14	6	336	600	Min/Dewt	Capped	0	0	27 42 13.30	82 01 51.9
11400	167	167	FTG-S15	6	336	600	Min/Dewt	Capped	0	0	27 39 50.91	82 01 04.40
11400	168	168	FTG-S16	6	336	600	Min/Dewt	Capped	0	0	27 39 27.61	82 01 36.5
11400	169	169	FTG-S20	6	357	600	Min/Dewt	Capped	0	0	27 39 57.92	82 00 23.79
11400	170	170	FTG-S21	6	357	600	Min/Dewt	Capped	0	0	27 39 20.31	82 00 23.99
11400	171	171	FTG-S22	6	336	600	Min/Dewt	Capped	0	0	27 39 49.11	82 00 22.57
11400	172	172	FTG-S23	6	357	600	Min/Dewt	Capped	0	0	27 39 05.61	82 00 24.31
11400	173	173	FTG-S24	6	357	600	Min/Dewt	Capped	0	0	27 38 26.31	82 00 13.9
11400	175	175	FTG-S26	6	357	600	Min/Dewt	Capped	0	0	27 38 41.61	82 01 49.4
11400	176	176	FTG-S27	6	357	510	Min/Dewt	Capped	0	0	27 38 32.12	82 00 16.29
11400	177	177	FTG-S50	6	357	550	Min/Dewt	Capped	0	0	27 39 03.23	82 02 00.00
11400	194	194	NOR-S30	8	82	175	Min/Dewt	Plugged	0	0	27 51 04.17	81 53 04.45
11400	198	198	PHS-S9	8	UNK	390	Min/Dewt	Capped	0	0	27 49 10.89	81 55 07.98
11400	199	199	PHS-S17	8	UNK	287	Min/Dewt	Capped	0	0	27 48 07.88	81 55 36.35
11400	200	200	PHS-S18	8	149	445	Min/Dewt	Capped	0	0	27 49 09.49	81 55 22.28
11400	201	201	PHS-S1	8	UNK	UNK	Min/Dewt	Plugged	0	0	27 51 03.67	81 52 22.65
11400	211	211	KFD-S8	8	82	351	Min/Dewt	Capped	0	0	27 47 45.11	82 00 50.29
11400	212	212	KFD-S15	3	UNK	UNK	Min/Dewt	Capped	0	0	27 48 22.09	82 01 57.30
11400	213	213	KFD-S16	8	UNK	UNK	Min/Dewt	Capped	0	0	27 48 20.11	82 01 57.30
11400	222	222	FCO-S37	8	399	600	Min/Dewt	Existing	12,200	15,300	27 38 51.68	82 07 08.27
11400	223	223	FCO-S38	8	399	600	Min/Dewt	Existing	19,200	24,000	27 38 49.81	82 07 09.71
11400	224	224	FCO-S39	8	399	600	Min/Dewt	Capped	0	0	27 38 47.58	82 09 05.16
11400	225	225	FCO-S40	8	399	600	Min/Dewt	Existing	215,600	269,500	27 38 49.56	82 07 26.88
11400	226	226	FCO-S41	8	399	600	Min/Dewt	Capped	0	0	27 38 54.16	82 09 00.66
11400	227	227	FCO-S42	8	399	600	Min/Dewt	Capped	0	0	27 38 50.85	82 07 27.06
11400	229	229	FCO-S12	6	357	600	Min/Dewt	Existing	113,000	141,300	27 38 53.38	82 06 38.16
11400	230	230	FCO-S13	6	378	600	Min/Dewt	Existing	177,300	221,700	27 38 52.44	82 07 30.32
11400	231	231	FCO-S14	6	378	600	Min/Dewt	Capped	0	0	27 38 52.22	82 08 13.81
11400	232	232	FCO-S15	6	378	600	Min/Dewt	Existing	187,800	234,700	27 38 51.86	82 06 44.93
11400	233	233	FCO-S16	6	323	600	Min/Dewt	Capped	0	0	27 38 52.84	82 06 33.44
11400	234	234	FCO-S17	8	360	800	Min/Dewt	Existing	246,900	308,600	27 38 54.63	82 05 18.1
11400	235	235	FCO-S19	6	273	600	Min/Dewt	Capped	0	0	27 38 55.25	82 05 39.44
11400	236	236	FCO-S20	6	UNK	UNK	Min/Dewt	Capped	0	0	27 38 53.02	82 05 44.99
11400	237	237	FCO-S21	8	400	800	Min/Dewt	Existing	212,100	265,100	27 39 37.00	82 05 24.2
11400	238	238	FCO-S22	6	210	600	Min/Dewt	Capped	0	0	27 40 24.96	82 02 52.01
11400	239	239	FCO-S23	6	357	600	Min/Dewt	Existing	0	0	27 38 23.86	82 05 32.21
11400	240	240	FCO-S24	6	399	600	Min/Dewt	Capped	0	0	27 38 50.57	82 08 03.91
11400	241	241	FCO-S25	6	399	600	Min/Dewt	Existing	177,300	221,700	27 38 49.52	82 09 33.80
11400	242	242	FCO-S26	6	399	600	Min/Dewt	Capped	0	0	27 38 52.62	82 08 21.52
11400	243	243	FCO-S27	6	378	640	Min/Dewt	Capped	0	0	27 38 52.13	82 05 57.2
11400	244	244	FCO-S28	6	284	590	Min/Dewt	Existing	83,500	104,300	27 38 50.82	82 05 56.72
11400	245	245	FCO-S29	6	399	600	Min/Dewt	Capped	0	0	27 38 49.20	82 09 46.58
11400	246	246	FCO-S30	6	336	600	Min/Dewt	Existing	76,500	95,700	27 38 49.99	82 09 09.00
11400	247	247	FCO-S31	6	413	600	Min/Dewt	Plugged	0	0	27 38 36.10	82 10 42.38
11400	248	248	FCO-S32	6	399	600	Min/Dewt	Capped	0	0	27 38 46.79	82 09 53.50
11400	249	249	FCO-S33	6	420	600	Min/Dewt	Existing	81,700	102,200	27 38 50.03	82 09 56.38
11400	250	250	FTG-S52	6	273	605	Min/Dewt	Capped	0	0	27 38 07.69	82 00 14.40
11400	251	251	FTG-S77	6	399	600	Min/Dewt	Existing	0	0	27 35 29.80	82 03 09.61
11400	252	252	FTG-S78	6	399	600	Min/Dewt	Capped	0	0	27 34 58.08	82 03 07.74
11400	254	254	FTG-S80	6	399	600	Min/Dewt	Capped	0	0	27 36 55.33	82 03 14.98
11400	255	255	FTG-S81	6	600	600	Min/Dewt	Capped	0	0	27 35 28.57	82 03 08.68
11400	256	256	FTG-S83	6	378	600	Min/Dewt	Capped	0	0	27 39 21.64	82 01 43.00
11400	257	257	FTG-S84	6	399	600	Min/Dewt	Capped	0	0	27 35 00.02	82 03 09.11
11400	258	258	FTG-S85	6	355	600	Min/Dewt	Capped	0	0	27 40 12.50	82 01 22.55
11400	259	259	FTG-S86	6	336	600	Min/Dewt	Capped	0	0	27 39 50.76	82 01 05.63
11400	260	260	FTG-S87	6	336	600	Min/Dewt	Capped	0	0	27 40 11.71	82 00 00.14
11400	261	261	FTG-S88	6	336	600	Min/Dewt	Capped	0	0	27 40 04.01	81 59 11.87
11400	264	264	FTG-S91	6	336	600	Min/Dewt	Plugged	0	0	27 39 23.03	81 56 59.5
11400	265	265	FTG-S92	6	357	600	Min/Dewt	Plugged	0	0	27 38 38.69	81 56 51.50
11400	267	267	FTG-S94	6	210	600	Min/Dewt	Plugged	0	0	27 40 16.90	82 02 03.05
11400	268	268	FTG-S95	6	420	600	Min/Dewt	Plugged	0	0	27 34 00.95	82 03 04.75
11400	269	269	FTG-S96	6	399	600	Min/Dewt	Existing	0	0	27 36 50.08	82 03 14.58
11400	270	270	FTG-S97	6	336	600	Min/Dewt	Capped	0	0	27 40 04.73	81 59 22.99
11400	273	273	FTG-S100	6	315	600	Min/Dewt	Capped	0	0	27 39 30.13	81 58 47.60
11400	274	274	FTG-S101	6	357	600	Min/Dewt	Capped	0	0	27 38 43.62	81 56 51.00
11400	275	275	KFD-S39	6	294	440	Min/Dewt	Capped	0	0	27 47 00.99	82 05 14.97
11400	276	276	KFD-S40	6	319	448	Min/Dewt	Capped	0	0	27 48 41.33	82 00 46.91

WUP No. <sup>1</sup>	Prev DID <sup>2</sup>	DID <sup>3</sup>	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
11400	277	277	KFD-S41	6	256	403	Min/Dewt	Plugged	0	0	27 51 00.32	82 01 13.12
11400	278	278	KFD-S42	6	256	403	Min/Dewt	Plugged	0	0	27 51 00.61	82 01 14.38
11400	279	279	HNW-S19	6	252	420	Min/Dewt	Capped	0	0	27 46 14.92	82 01 34.90
11400	283	283	FCO-S34	6	399	600	Min/Dewt	Capped	0	0	27 38 52.33	82 05 58.20
11400	284	284	FCO-S35	6	399	600	Min/Dewt	Existing	135,600	169,500	27 38 50.593	82 08 17.48
11400	285	285	FCO-S36	6	378	600	Min/Dewt	Existing	325,100	406,400	27 38 54.186	82 07 47.68
11400	300	300	FCO-D1	10	382	520	Ind/Com	Existing	34,800	43,500	27 38 48.116	82 05 14.27
11400	301	301	FCO-D2	4	189	345	Ind/Com	Existing	1,800	2,200	27 40 27.728	82 02 43.09
11400	302	302	FCO-F1	10	375	825	Ind/Com	Capped	0	0	27 40 27.62	82 02 40.77
11400	304	304	KFD-D3	4	146	262	Min/Dewt	Capped	0	0	27 48 11.50	82 01 58.88
11400	310	310	PCR-D2	4	350	460	Ind/Com	Existing	800	1,000	27 41 04.69	81 57 26.66
11400	312	312	FTG-D2	4	341	460	Ind/Com	Existing	1,200	1,500	27 40 13.79	82 01 34.27
11400	314	314	SPR-D4	6	210	347	Ind/Com	Capped	0	0	27 45 50.8	81 56 14.86
11400	318	318	NOR-D6	12	UNK	375	Ind/Com	Capped	0	0	27 51 02.67	81 51 51.15
11400	323	323	NOR-D3	8	UNK	UNK	Ind/Com	Capped	0	0	27 50 44.97	81 51 30.95
11400	326	326	BFO-D1	6	101	400	Ind/Com	Capped	0	0	27 45 06.75	82 03 54.49
11400	330	330	FTG-D7	4	210	410	Ind/Com	Plugged	0	0	27 33 29.660	82 03 09.13
11400	761	400	SPR-P8	N/A	N/A	Surface Withdrawal	Ind/Com	Existing	200,000	300,000	27 45 35.7984	81 55 59.4474
11400	409	409	HAR-S8	10	UNK	UNK	Min/Dewt	Capped	0	0	27 33 06.11	82 00 09.63
11400	410	410	HAR-S9	10	UNK	UNK	Min/Dewt	Capped	0	0	27 30 39.07	82 02 14.57
11400	411	411	FTG-S53	6	357	600	Min/Dewt	Existing	0	0	27 39 49.6404	82 01 05.98
11400	412	412	FTG-S54	6	357	600	Min/Dewt	Capped	0	0	27 39 19.47	82 01 41.98
11400	413	413	FTG-S55	6	399	600	Min/Dewt	Plugged	0	0	27 38 53.048	82 02 18.98
11400	414	414	FTG-S56	6	399	600	Min/Dewt	Capped	0	0	27 38 46.10	82 02 43.02
11400	415	415	FTG-S57	6	399	600	Min/Dewt	Existing	303,800	379,700	27 38 16.80	82 03 14.09
11400	416	416	FTG-S58	6	399	600	Min/Dewt	Existing	8,500	10,600	27 38 30.87	82 03 01.45
11400	421	421	TRW-27	10	200	350	Min/Dewt	Capped	0	0	27 45 12.46	82 05 25.52
11400	423	423	FTG-S59	6	401	600	Min/Dewt	Existing	0	0	27 37 48.97	82 03 11.97
11400	424	424	FTG-S60	6	381	600	Min/Dewt	Existing	64,100	80,100	27 39 00.68	82 02 04.43
11400	425	425	BFO-S1	6	232	415	Min/Dewt	Capped	0	0	27 44 14.20	82 04 01.79
11400	426	426	BFO-S2	6	273	425	Min/Dewt	Capped	0	0	27 45 19.60	82 07 56.29
11400	427	427	FTG-S61	6	378	600	Min/Dewt	Capped	0	0	27 39 55.51	82 00 54.52
11400	428	428	FTG-S62	6	357	600	Min/Dewt	Capped	0	0	27 39 32.108	82 01 30.91
11400	429	429	FTG-S63	6	410	600	Min/Dewt	Plugged	0	0	27 37 32.588	82 03 14.65
11400	430	430	FTG-S64	6	357	600	Min/Dewt	Capped	0	0	27 38 28.08	82 02 29.72
11400	431	431	FTG-S65	6	399	600	Min/Dewt	Capped	0	0	27 37 34.064	82 03 14.36
11400	432	432	FTG-S66	6	378	600	Min/Dewt	Capped	0	0	27 38 54.16	82 02 08.86
11400	433	433	FTG-S67	6	399	600	Min/Dewt	Existing	33,300	41,700	27 38 45.81	82 02 44.79
11400	434	434	FTG-S68	6	339	600	Min/Dewt	Capped	0	0	27 38 56.76	82 02 03.35
11400	435	435	FTG-S69	6	357	600	Min/Dewt	Existing	17,200	21,500	27 39 37.44	82 01 31.56
11400	436	436	FTG-S70	6	318	600	Min/Dewt	Plugged	0	0	27 39 59.47	82 00 53.87
11400	437	437	FTG-S71	6	378	560	Min/Dewt	Existing	171,200	214,000	27 35 35.56	82 03 14.13
11400	438	438	FTG-S72	6	420	600	Min/Dewt	Existing	365,100	456,400	27 38 14.85	82 03 14.85
11400	439	439	FTG-S73	6	399	600	Min/Dewt	Capped	0	0	27 36 10.80	82 03 12.51
11400	440	440	FTG-S74	6	399	600	Min/Dewt	Capped	0	0	27 36 09.07	82 03 10.93
11400	444	444	PCR-S18	6	352	600	Min/Dewt	Capped	0	0	27 39 37.90	81 55 28.00
11400	445	445	PCR-S19	4	357	600	Min/Dewt	Capped	0	0	27 38 58.34	81 55 24.90
11400	446	446	PCR-S20	6	378	600	Min/Dewt	Capped	0	0	27 39 40.21	81 55 26.63
11400	450	450	FCO-S18	6	399	600	Min/Dewt	Existing	309,400	386,800	27 38 51.15	82 06 37.56
11400	451	451	FCO-S10	6	362	580	Min/Dewt	Capped	0	0	27 38 50.57	82 07 43.13
11400	452	452	FCO-S11	6	378	560	Min/Dewt	Existing	213,800	267,300	27 38 50.51	82 08 34.84
11400	455	455	FCO-H2	8	357	800	Min/Dewt	Capped	0	0	27 40 34.71	82 05 21.57
11400	461	461	SPR-P9	6	294	755	Ind/Com	Capped	0	0	27 46 17.8	81 55 36.00
11400	462	462	AGR-N10	34	284	1208	Ind/Com	Capped	0	0	27 51 06.70	82 01 19.44
11400	463	463	AGR-N11	34	297	900	Ind/Com	Capped	0	0	27 51 17.63	82 01 21.95
11400	464	464	AGR-N12	8	166	297	Min/Dewt	Capped	0	0	27 51 20.30	82 01 37.03
11400	465	465	AGR-N13	8	110	166	Min/Dewt	Capped	0	0	27 51 18.03	82 01 27.85
11400	466	466	AGR-N14	8	238	399	Min/Dewt	Capped	0	0	27 51 19.13	82 01 31.37
11400	467	467	AGR-N16	8	104	167	Ind/Com	Capped	0	0	27 51 11.86	82 01 36.23
11400	468	468	AGR-N20	8	375	578	Min/Dewt	Capped	0	0	27 51 17.90	82 01 06.38
11400	469	469	AGR-N22	8	158	215	Min/Dewt	Capped	0	0	27 51 34.98	82 01 43.26
11400	470	470	AGR-N23	8	134	200	Min/Dewt	Capped	0	0	27 51 31.89	82 01 39.33
11400	471	471	AGR-N24	8	151	161	Min/Dewt	Capped	0	0	27 51 16.77	82 01 32.13
11400	472	472	AGR-N27	8	253	489	Min/Dewt	Capped	0	0	27 51 14.35	82 01 34.53
11400	473	473	AGR-N29	8	158	235	Min/Dewt	Capped	0	0	27 51 15.98	82 01 31.49
11400	474	474	AGR-N30	8	147	222	Min/Dewt	Plugged	0	0	27 51 58.92	82 01 21.33
11400	475	475	AGR-N32	8	141	240	Min/Dewt	Capped	0	0	27 52 49.77	82 01 16.53
11400	476	476	AGR-N33	8	136	240	Min/Dewt	Capped	0	0	27 52 18.90	82 01 17.30
11400	478	478	LSM-D2	6	315	825	Ind/Com	Existing	700	800	27 42 53.096	82 08 38.69
11400	479	479	FTG-S117	6	420	600	Min/Dewt	Existing	54,900	68,600	27 30 25.17	82 06 13.62
11400	480	480	FTG-S120	6	420	600	Min/Dewt	Existing	101,900	127,400	27 30 25.59	82 06 12.16
11400	481	481	FTG-S116	6	400	600	Min/Dewt	Existing	59,200	73,900	27 30 53.0387	82 05 40.94
11400	482	482	FTG-S119	6	420	600	Min/Dewt	Existing	269,600	337,000	27 30 53.04959	82 05 39.48



WUP No. <sup>1</sup>	Prev DID <sup>2</sup>	DID <sup>3</sup>	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
11400	483	483	FTG-S115	6	420	600	Min/Dewt	Existing	261,400	326,700	27 30 53.848	82 04 52.18
11400	484	484	FTG-S118	6	400	600	Min/Dewt	Capped	0	0	27 30 52.9704	82 04 50.12
11400	485	485	FCO-FS-019	6	399	295	Min/Dewt	Proposed	0	0	27 43 40.65	82 11 59.49
11400	486	486	FCO-FS-020	6	399	296	Min/Dewt	Proposed	0	0	27 43 40.65	82 12 11.03
11400	487	487	FCO-FS-021	6	399	297	Min/Dewt	Proposed	0	0	27 43 40.23	82 12 23.04
11400	488	488	FCO-FS-025	6	399	301	Min/Dewt	Proposed	0	0	27 43 28.48	82 07 16.25
11400	489	489	FCO-FS-026	6	399	302	Min/Dewt	Proposed	0	0	27 43 50.94	82 07 16.71
11400	490	490	FCO-FS-027	6	399	303	Min/Dewt	Proposed	0	0	27 43 51.37	82 06 48.55
11400	491	491	FCO-FS-034	6	399	310	Min/Dewt	Proposed	0	0	27 35 59.31	82 10 14.58
11400	492	492	FCO-FS-035	6	399	311	Min/Dewt	Proposed	0	0	27 35 38.71	82 09 56.29
11400	493	493	FCO-FS-036	6	399	312	Min/Dewt	Proposed	0	0	27 39 08.15	82 12 40.64
11400	494	494	FCO-FS-037	6	399	313	Min/Dewt	Proposed	0	0	27 39 28.16	82 12 39.74
11400	495	495	FCO-S46	6	399	600	Min/Dewt	Capped	0	0	27 39 27.4655	82 05 26.63
11400	496	496	FCO-S51	6	305	600	Min/Dewt	Plugged	0	0	27 42 26.49	82 05 10.09
11400	497	497	FCO-S52	6	273	502	Min/Dewt	Plugged	0	0	27 42 27.11	82 05 12.84
11400	498	498	FCO-S56	6	420	600	Min/Dewt	Capped	0	0	27 38 45.00	82 10 20.00
11400	499	499	FCO-S59	6	273	600	Min/Dewt	Capped	0	0	27 42 10.55	82 04 24.71
11400	500	500	FTG-S114	6	400	600	Min/Dewt	Plugged	0	0	27 32 40.32	82 03 11.08
11400	501	501	FCO-S43	6	378	600	Min/Dewt	Existing	80,000	100,000	27 38 48.00	82 05 38.50
11400	502	502	FCO-S44	6	399	600	Min/Dewt	Existing	130,400	163,000	27 39 10.08	82 05 25.80
11400	503	503	FCO-S45	6	399	600	Min/Dewt	Existing	234,600	293,300	27 39 55.364	82 05 26.66
11400	504	504	FCO-S47	6	399	600	Min/Dewt	Existing	295,500	369,400	27 38 56.187	82 05 20.97
11400	505	505	FCO-S48	6	420	620	Min/Dewt	Plugged	0	0	27 38 10.12	82 10 43.05
11400	506	506	FCO-S49	6	420	600	Min/Dewt	Capped	0	0	27 36 55.04	82 10 42.60
11400	507	507	FCO-S57	6	399	610	Min/Dewt	Plugged	0	0	27 37 49.87	82 10 41.00
11400	508	508	FCO-S58	6	420	600	Min/Dewt	Existing	285,100	356,400	27 40 02.00	82 05 27.00
11400	509	509	FCO-S62	6	420	560	Min/Dewt	Existing	222,500	278,200	27 39 06.72	82 05 26.05
11400	510	510	FCO-S63	6	420	600	Min/Dewt	Capped	0	0	27 38 47.50	82 10 42.20
11400	511	511	FCO-S64	6	420	590	Min/Dewt	Existing	290,300	362,900	27 38 49.00	82 03 28.70
11400	512	512	FCO-S65	6	420	620	Min/Dewt	Existing	231,200	289,000	27 38 53.60	82 05 07.90
11400	513	513	FCO-S66	6	273	480	Min/Dewt	Existing	224,300	280,300	27 41 36.53	82 07 02.68
11400	514	514	FCO-S67	6	294	460	Min/Dewt	Existing	257,300	321,600	27 41 07.84	82 06 35.60
11400	515	515	FCO-S68	6	273	475	Min/Dewt	Existing	187,800	234,700	27 41 07.00	82 06 35.00
11400	516	516	FCO-S69	6	294	580	Min/Dewt	Existing	172,100	215,200	27 41 39.30	82 07 00.91
11400	517	517	FCO-S70	6	273	460	Min/Dewt	Existing	284,700	293,400	27 42 25.06	82 07 12.22
11400	518	518	FCO-S71	6	315	500	Min/Dewt	Plugged	0	0	27 42 32.20	82 09 24.70
11400	519	519	FCO-S72	6	315	510	Min/Dewt	Existing	309,400	386,800	27 40 48.20	82 05 35.50
11400	520	520	FCO-S73	6	315	520	Min/Dewt	Existing	308,400	385,500	27 42 25.60	82 07 11.10
11400	521	521	FCO-S74	6	315	470	Min/Dewt	Existing	137,400	171,700	27 40 50.60	82 05 43.51
11400	522	522	FTG-S107	6	399	600	Min/Dewt	Plugged	0	0	27 36 00.8568	82 03 10.66
11400	523	523	FTG-S112	6	441	600	Min/Dewt	Plugged	0	0	27 37 12.658	82 03 13.97
11400	524	524	FCO-S75	6	315	480	Min/Dewt	Existing	23,700	29,600	27 42 55.656	82 09 00.20
11400	526	526	FTG-FS-001	6	399	314	Min/Dewt	Proposed	0	0	27 40 33.03	82 00 29.87
11400	527	527	FTG-FS-002	6	399	315	Min/Dewt	Proposed	0	0	27 40 52.64	82 00 26.40
11400	528	528	FTG-S105	6	420	600	Min/Dewt	Capped	0	0	27 34 01.85	82 03 03.53
11400	529	529	FTG-S106	6	399	600	Min/Dewt	Capped	0	0	27 36 53.78	82 03 10.69
11400	530	530	FTG-S108	6	378	600	Min/Dewt	Capped	0	0	27 38 28.16	82 03 02.07
11400	531	531	FTG-S109	6	399	600	Min/Dewt	Capped	0	0	27 37 38.97	82 03 11.01
11400	532	532	FTG-S110	6	399	600	Min/Dewt	Capped	0	0	27 36 52.20	82 03 11.33
11400	533	533	FTG-S111	6	378	600	Min/Dewt	Capped	0	0	27 39 26.17	82 01 37.92
11400	534	534	FTG-S113	6	399	597	Min/Dewt	Existing	0	0	27 39 55.00	82 00 58.71
11400	535	535	FCO-FS-001	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 38 49.95	82 10 55.26
11400	536	536	FCO-FS-002	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 38 49.66	82 11 15.07
11400	537	537	FCO-FS-003	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 38 49.65	82 11 38.37
11400	538	538	FCO-FS-004	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 38 49.66	82 11 58.45
11400	539	539	FCO-FS-005	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 38 49.93	82 12 16.72
11400	540	540	FCO-FS-006	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 38 50.48	82 12 22.10
11400	541	541	FCO-FS-007	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 06.03	82 09 14.62
11400	542	542	FCO-FS-008	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 19.90	82 09 34.02
11400	543	543	FCO-FS-009	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 32.15	82 09 46.96
11400	544	544	FCO-FS-010	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 37.05	82 09 55.28
11400	545	545	FCO-FS-011	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 41.55	82 10 05.44
11400	546	546	FCO-FS-012	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 41.94	82 10 21.61
11400	547	547	FCO-FS-013	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 41.11	82 10 44.71
11400	548	548	FCO-FS-014	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 41.51	82 10 56.71
11400	549	549	FCO-FS-015	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 41.09	82 11 08.72
11400	550	550	FCO-FS-016	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 40.27	82 11 20.26
11400	551	551	FCO-FS-017	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 39.85	82 11 32.72
11400	552	552	FCO-FS-018	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 40.25	82 11 47.03
11400	553	553	FCO-FS-022	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 11.32	82 08 17.62
11400	554	554	FCO-FS-023	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 11.33	82 07 53.16
11400	555	555	FCO-FS-024	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 43 12.15	82 07 22.71
11400	556	556	FCO-FS-028	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 38 36.31	82 10 42.71

WUP No. <sup>1</sup>	Prev DID <sup>2</sup>	DID <sup>3</sup>	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
11400	557	557	FCO-FS-029	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 38 13.22	82 10 41.75
11400	558	558	FCO-FS-030	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 37 47.73	82 10 41.71
11400	559	559	FCO-FS-031	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 37 23.45	82 10 41.67
11400	560	560	FCO-FS-032	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 36 40.16	82 10 38.39
11400	561	561	FCO-FS-033	6	399	600	Min/Dewt	Proposed	118,100	147,600	27 36 27.23	82 10 30.15
11400	562	562	ONA-FS-001	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 34.69	81 57 35.39
11400	563	563	ONA-FS-002	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 35.22	81 57 48.31
11400	564	564	ONA-FS-003	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 35.40	81 58 02.79
11400	565	565	ONA-FS-004	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 35.76	81 58 15.51
11400	566	566	ONA-FS-005	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 36.27	81 58 25.93
11400	567	567	ONA-FS-006	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 36.28	81 58 37.93
11400	568	568	ONA-FS-007	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 51.34	81 58 40.82
11400	569	569	ONA-FS-008	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 10.65	81 58 40.10
11400	570	570	ONA-FS-009	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 20.65	81 58 48.32
11400	571	571	ONA-FS-010	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 27.84	81 58 58.10
11400	572	572	ONA-FS-011	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 37.16	81 59 12.89
11400	573	573	ONA-FS-012	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 43.51	81 59 22.43
11400	574	574	ONA-FS-013	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 47.52	81 59 38.11
11400	575	575	ONA-FS-014	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 50.26	81 59 56.94
11400	576	576	ONA-FS-015	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 51.33	82 00 05.22
11400	577	577	ONA-FS-016	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 52.96	82 00 24.26
11400	578	578	ONA-FS-017	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 53.31	82 00 39.48
11400	579	579	ONA-FS-018	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 53.53	82 00 52.54
11400	580	580	ONA-FS-019	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 53.96	82 01 27.67
11400	581	581	ONA-FS-020	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 54.39	82 01 32.24
11400	582	582	ONA-FS-021	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 54.25	82 01 47.92
11400	583	583	ONA-FS-022	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 31 02.34	82 01 52.87
11400	584	584	ONA-FS-023	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 31 20.84	82 02 01.67
11400	585	585	ONA-FS-024	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 31 32.63	82 02 07.41
11400	586	586	ONA-FS-025	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 40.51	81 57 36.32
11400	587	587	ONA-FS-026	6	475	600	Min/Dewt	Proposed	135,700	169,600	27 29 50.71	81 57 37.42
11400	588	588	ONA-FS-027	6	475	600	Min/Dewt	Proposed	135,700	169,600	27 30 06.92	81 57 38.35
11400	589	589	ONA-FS-028	6	475	600	Min/Dewt	Proposed	135,700	169,600	27 30 19.62	81 57 40.54
11400	590	590	ONA-FS-029	6	475	600	Min/Dewt	Proposed	135,700	169,600	27 30 32.55	81 57 41.95
11400	591	591	ONA-FS-030	6	475	600	Min/Dewt	Proposed	135,700	169,600	27 30 47.63	81 57 41.78
11400	592	592	ONA-FS-031	6	475	600	Min/Dewt	Proposed	135,700	169,600	27 31 09.27	81 57 36.11
11400	593	593	ONA-FS-032	6	475	600	Min/Dewt	Proposed	135,700	169,600	27 31 16.09	81 57 29.97
11400	594	594	ONA-FS-033	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 26.10	81 58 39.46
11400	595	595	ONA-FS-034	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 53.60	81 58 55.58
11400	596	596	ONA-FS-035	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 31 09.89	81 58 58.88
11400	597	597	ONA-FS-036	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 33.96	81 57 00.68
11400	598	598	ONA-FS-037	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 37.23	81 56 36.42
11400	599	599	ONA-FS-038	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 36.26	81 56 15.52
11400	600	600	ONA-FS-039	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 34.69	81 55 35.52
11400	601	601	ONA-FS-040	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 01.76	81 55 35.16
11400	602	602	ONA-FS-041	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 30.38	81 55 40.05
11400	603	603	ONA-FS-042	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 30 50.30	81 55 51.26
11400	604	604	ONA-FS-043	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 31 16.74	81 56 01.41
11400	605	605	ONA-FS-044	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 21.41	81 57 17.83
11400	606	606	ONA-FS-045	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 29 03.32	81 57 13.40
11400	607	607	ONA-FS-046	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 28 56.03	81 56 54.78
11400	608	608	ONA-FS-047	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 28 32.01	81 56 56.55
11400	609	609	ONA-FS-048	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 28 56.98	81 56 32.55
11400	610	610	ONA-FS-049	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 28 52.50	81 56 05.23
11400	611	611	ONA-FS-050	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 28 29.79	81 55 47.98
11400	612	612	ONA-FS-051	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 28 06.87	81 55 41.50
11400	613	613	ONA-FS-052	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 31 10.53	81 59 41.36
11400	614	614	ONA-FS-053	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 31 22.16	81 59 55.29
11400	615	615	ONA-FS-054	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 31 40.23	82 00 10.88
11400	616	616	ONA-FS-055	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 32 03.47	82 00 32.60
11400	617	617	ONA-FS-056	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 32 29.69	82 00 55.43
11400	618	618	ONA-FS-057	6	475	600	Min/Dewt	Proposed	200,800	251,000	27 32 51.46	82 01 16.60
11400	619	619	FTG-S121	6	399	600	Min/Dewt	Existing	78,400	98,000	27 30 10.88	82 05 10.65
11400	620	620	FTG-S122	6	399	600	Min/Dewt	Existing	78,400	98,000	27 30 05.86	82 04 56.92
13359	621	621	FTG-D8	4	189	275	Ind/Com	Existing	400	500	27 39 48.20	82 02 07.60
29	1	622	HP-1	20	390	1020	Ind/Com	Existing	4,567,100	5,708,900	27 46 47.43	81 56 31.29
29	2	623	HP-2	20	390	1075	Ind/Com	Existing	271,700	339,700	27 46 59.79	81 56 29.94
29	3	624	DW-3	10	UNK	240	Ind/Com	Existing	4,000	5,000	27 46 50.17	81 56 31.50
29	11	630	SW-11	6	240	500	Min/Dewt	Capped	0	0	27 45 43.84	81 56 26.77
29	12	631	SW-12	6	164	371	Min/Dewt	Capped	0	0	27 45 02.13	81 56 27.48
29	13	632	SW-13	6	186	340	Min/Dewt	Capped	0	0	27 44 32.30	81 56 01.12
29	18	637	SW-18	6	357	600	Min/Dewt	Capped	0	0	27 45 58.51	81 56 27.49
29	19	638	SW-19	6	357	600	Min/Dewt	Plugged	0	0	27 45 16.21	81 56 27.49

WUP No. 1	Prev DID 2	DID 3	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
29	22	641	SW-22	8	145	280	Min/Dewt	Capped	0	0	27 44 08.88	81 55 52.59
29	26	645	SW-26	6	126	315	Min/Dewt	Capped	0	0	27 44 49.98	81 56 37.51
29	27	646	SW-27	6	UNK	400	Min/Dewt	Plugged	0	0	27 44 55.00	81 56 10.30
29	NA	658	SW-29	8	250	465	Min/Dewt	Capped	0	0	27 46 03.90	81 56 26.70
29	NA	659	SW-30	8	360	600	Min/Dewt	Capped	0	0	27 44 23.70	81 55 22.50
29	NA	660	SW-31	8	360	600	Min/Dewt	Plugged	0	0	27 44 01.10	81 52 50.50
1539	1	661	GB-West	24	266	857	Ind/Com	Capped	0	0	27 50 21.85	81 54 46.82
1539	2	662	GB-East	24	275	813	Ind/Com	Existing	1,066,500	1,333,200	27 50 22.72	81 54 35.20
1539	3	663	GB-North	10	266	815	Ind/Com	Existing	2,881,800	3,602,200	27 50 23.28	81 54 39.09
1539	4	664	GB-South	8	150	785	Ind/Com	Capped	0	0	27 50 14.66	81 54 38.19
1539	5	665	GB-5	8	232	752	Ind/Com	Capped	0	0	27 50 38.02	81 56 30.37
1539	36	666	GB-1LS	4	UNK	84	Ind/Com	Capped	0	0	27 50 22.83	81 55 38.86
2224	1	667	BTW-B5	20	319	845	Ind/Com	Capped	0	0	27 54 43.48	81 55 22.66
2224	2	668	BTW-B6	26	340	844	Ind/Com	Capped	0	0	27 54 34.66	81 55 23.98
2224	3	669	BTW-B8A	8	320	765	Ind/Com	Capped	0	0	27 54 42.05	81 55 19.51
2224	4	670	BTW-C1	20	326	721	Ind/Com	Plugged	0	0	27 54 20.72	81 55 03.07
2224	5	671	BTW-C2	20	311	826	Ind/Com	Plugged	0	0	27 54 30.56	81 54 56.78
2224	6	672	BTW-C3A	10	326	820	Ind/Com	Existing	58,800	73,400	27 54 23.97	81 55 00.85
2224	7	673	BTW-C4	20	321	781	Ind/Com	Existing	505,800	632,200	27 54 06.20	81 54 59.48
2297	2	679	2	16	141	915	Ind/Com	Capped	0	0	27 41 54.00	81 51 18.50
2297	6	683	6	6	172	375	Ind/Com	Capped	0	0	27 41 57.66	81 51 20.76
2297	15	692	15	20	412	934	Ind/Com	Capped	0	0	27 41 53.90	81 51 08.80
2297	19	696	19	6	124	353	Ind/Com	Capped	0	0	27 41 41.44	81 51 25.16
2297	22	699	22	5	UNK	200	Ind/Com	Capped	0	0	27 38 49.21	81 50 50.02
2297	166	708	2PW	24	300	1000	Ind/Com	Existing	4,758,000	5,830,200	27 39 54.50	81 45 54.40
2297	167	709	3PW	24	300	1000	Ind/Com	Existing	4,758,000	5,832,100	27 39 54.40	81 45 36.60
2297	208	726	49-DW	8	153	438	Ind/Com	Existing	204,000	250,200	27 40 03.52	81 45 30.02
2297	215	733	29	4	UNK	UNK	Ind/Com	Capped	0	0	27 41 18.31	81 50 37.79
2297	216	734	30	4	UNK	UNK	Ind/Com	Capped	0	0	27 41 43.69	81 51 27.75
2297	218	736	218	6	UNK	400	Ind/Com	Capped	0	0	27 39 41.95	81 42 45.63
2297	219	737	219	6	UNK	400	Ind/Com	Capped	0	0	27 40 20.61	81 44 28.53
2297	220	738	220	8	UNK	1100	Ind/Com	Capped	0	0	27 40 04.11	81 45 20.27
2297	221	739	221	8	UNK	800	Ind/Com	Capped	0	0	27 40 03.39	81 43 10.83
2297	222	740	222	8	UNK	UNK	Ind/Com	Capped	0	0	27 41 57.35	81 41 53.36
3195	1	746	MBY-1	12	280	900	Ind/Com	Existing	8,400	10,400	27 39 41.95	81 42 45.63
3195	2	747	MBY-2	12	277	836	Ind/Com	Existing	1,491,700	1,864,700	27 40 04.11	81 45 20.27
3195	3	748	3	5	100	300	Ind/Com	Capped	0	0	27 53 32.03	81 57 23.76
3740	1	749	P-1	12	750	1225	Ind/Com	Existing	2,761,300	3,451,600	27 30 08.10	82 06 16.30
3740	2	750	P-2	16	703	1224	Ind/Com	Capped	0	0	27 30 01.64	82 06 50.87
3740	14	751	A-4	12	UNK	1250	Ind/Com	Capped	0	0	27 29 11.49	81 45 20.11
3740	16	752	P-4	16	UNK	1250	Ind/Com	Existing	3,256,500	4,070,600	27 30 15.94	82 07 52.28
3740	20	753	P-6	6	90	600	Min/Dewt	Capped	0	0	27 27 48.00	82 08 24.83
3740	18	754	B-1	6	UNK	300	Min/Dewt	Capped	0	0	27 29 33.00	82 08 12.12
3740	19	755	B-2	5	UNK	450	Min/Dewt	Capped	0	0	27 28 42.96	82 08 24.00
2224	N/A	756	C-1R	24	325	830	Ind/Com	Existing	4,400,000	5,900,000	27 54 20.15	81 55 03.43
2224	N/A	757	C-2R	24	325	830	Ind/Com	Existing	5,000,000	5,200,000	27 54 21.37	81 54 57.37
11400	N/A	758	SFM-UIC1	6	350	650	Ind/Com	Proposed	0	0	27 37 25.92	81 47 22.17
13333	1	760	NIC-D2	4	210	320	Ind/Com	Existing	600	700	27 52 36.30	82 03 13.24
11400	N/A	763	SPR-D5	4	223	300	Ind/Com	Proposed	1,800	2,200	27 45 51.46	81 56 19.86
11400	N/A	764	SPR-HPTR	N/A	N/A	N/A	Min/Dewt	Existing	7,200,000	8,700,000	27 46 14.78	81 55 26.46
11400	N/A	815	SFM-S1	6	357	600	Sealing	Existing	250,000	343,900	27 39 29.44	81 45 51.16
11400	N/A	816	SFM-S2	6	252	505	Sealing	Existing	250,000	343,900	27 39 21.34	81 45 30.12
11400	N/A	817	SFM-S5	6	273	500	Sealing	Existing	250,000	343,900	27 39 15.97	81 45 28.49
11400	N/A	818	SFM-S4	6	273	520	Sealing	Existing	250,000	343,900	27 39 03.60	81 45 15.12
11400	N/A	819	SFM-S3	6	357	600	Sealing	Existing	250,000	343,900	27 38 49.74	81 46 07.30
11400	N/A	820	FCO-S80	6	N/A	550	Sealing	Existing	250,000	350,000	27 42 24.68	82 08 22.53
11400	N/A	821	FCO-S81	6	N/A	550	Sealing	Existing	250,000	350,000	27 42 24.44	82 08 17.94
11400	N/A	822	FCO-S82	6	N/A	550	Sealing	Existing	250,000	350,000	27 38 30.03	82 10 25.36
11400	N/A	823	FCO-S83	6	N/A	550	Sealing	Existing	250,000	350,000	27 37 39.13	82 10 42.03
11400	N/A	824	FCO-S84	6	420	625	Sealing	Existing	250,000	350,000	27 38 07.34	82 03 11.49
11400	N/A	825	FCO-S85	6	420	620	Sealing	Existing	250,000	350,000	27 37 14.67	82 03 12.23
11400	N/A	826	FCO-S86	6	420	620	Sealing	Existing	250,000	350,000	27 36 19.40	82 03 15.16
11400	N/A	827	FCO-S87	6	420	620	Sealing	Existing	250,000	350,000	27 38 49.47	82 03 56.09
11400	N/A	828	FCO-S88	6	420	600	Sealing	Existing	250,000	350,000	27 38 50.11	82 03 26.09
11400	N/A	829	FCO-S89	6	420	600	Sealing	Existing	250,000	350,000	27 33 12.16	82 02 12.80
11400	N/A	830	FCO-S90	6	420	600	Sealing	Existing	250,000	350,000	27 32 30.59	82 01 51.93
11400	N/A	831	FCO-S91	6	420	600	Sealing	Existing	250,000	350,000	27 38 47.90	82 04 13.38
11400	N/A	832	FCO-S92	6	420	600	Sealing	Existing	250,000	350,000	27 38 30.02	82 03 12.78
11400	N/A	833	FCO-S93	6	420	600	Sealing	Existing	250,000	350,000	27 36 23.59	82 03 12.89
11400	N/A	834	FCO-S94	6	420	600	Sealing	Existing	250,000	350,000	27 33 14.30	82 02 12.41
11400	N/A	835	FCO-S95	6	420	600	Sealing	Existing	250,000	350,000	27 32 29.01	82 01 50.28
11399	N/A	836	NW Guard Shack				Ind/Com	Proposed				
11400	N/A	837	FCO-S96	6	420	600	Sealing	Existing	250,000	350,000	27 38 54.36	82 04 58.62

WUP No. 1	Prev DID 2	DID 3	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
11400	N/A	838	FCO-S97	6	420	600	Sealing	Existing	250,000	350,000	27 38 48.63	82 03 59.96
11400	N/A	839	FCO-S98	6	420	600	Sealing	Existing	250,000	350,000	27 38 28.22	82 03 11.93
11400	N/A	840	FCO-S99	6	420	600	Sealing	Existing	250,000	350,000	27 37 34.08	82 03 11.67
11400	N/A	841	FCO-S100	6	420	600	Sealing	Existing	250,000	350,000	27 36 03.75	82 03 12.27
11400	N/A	842	FCO-S101	6	420	600	Sealing	Existing	250,000	350,000	27 33 08.79	82 02 10.68
11400	N/A	843	FCO-S102	6	420	600	Sealing	Existing	250,000	350,000	27 33 06.15	82 01 27.00
11400	N/A	844	FCO-S103	6	420	600	Sealing	Existing	250,000	350,000	27 36 50.30	82 03 10.59
11400	N/A	845	FCO-S104	6	420	600	Sealing	Proposed	250,000	350,000		
11400	N/A	846	FCO-S105	6	420	600	Sealing	Existing	250,000	350,000	27 38 49.95	82 04 12.03
11400	N/A	847	FCO-S106	6	420	600	Sealing	Existing	250,000	350,000	27 38 31.57	82 03 15.76
11400	N/A	848	FCO-S107	6	420	600	Sealing	Existing	250,000	350,000	27 37 39.74	82 03 13.79
11400	N/A	849	FCO-S108	6	420	600	Sealing	Existing	250,000	350,000	27 35 52.62	82 03 12.48
11400	N/A	850	FCO-S109	6	420	600	Sealing	Existing	250,000	350,000	27 34 57.93	82 03 07.80
11400	N/A	851	FCO-S110	6	420	600	Sealing	Existing	250,000	350,000	27 34 01.76	82 03 03.93
11400	N/A	852	FCO-S111	6	420	600	Sealing	Existing	250,000	350,000	27 33 20.92	82 02 39.28
11400	N/A	853	FCO-S112	6	420	600	Sealing	Existing	250,000	350,000	27 32 53.08	82 01 54.15
11400	N/A	854	FCO-S113	6	420	600	Sealing	Existing	250,000	350,000	27 30 57.81	82 01 00.95
11400	N/A	855	FCO-S114	6	420	600	Sealing	Existing	250,000	350,000	27 31 01.94	82 01 31.22
11400	N/A	856	FCO-S115	6	420	600	Sealing	Proposed	250,000	350,000		
11400	N/A	857	SFM-S6	6	420	600	Sealing	Proposed	74,300	92,800		
11400	N/A	858	SFM-S7	6	420	600	Sealing	Proposed	74,300	92,800		
11400	N/A	859	SFM-S8	6	420	600	Sealing	Proposed (SB)	74,300	92,800		
11400	N/A	860	SFM-S9	6	420	600	Sealing	Proposed	74,300	92,800		
11400	N/A	861	SFM-S10	6	420	600	Sealing	Proposed	74,300	92,800		
11400	N/A	862	SFM-S11	6	420	600	Sealing	Proposed (SB)	74,300	92,800		
11400	N/A	863	SFM-S12	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	864	SFM-S13	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	865	SFM-S14	6	420	600	Sealing	Proposed (SB)	73,800	92,800		
11400	N/A	866	SFM-S15	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	867	SFM-S16	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	868	SFM-S17	6	420	600	Sealing	Proposed (SB)	73,800	92,800		
11400	N/A	869	SFM-S18	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	870	SFM-S19	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	871	SFM-S20	6	420	600	Sealing	Proposed (SB)	73,800	92,800		
11400	N/A	872	SFM-S21	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	873	SFM-S22	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	874	SFM-S23	6	420	600	Sealing	Proposed (SB)	73,800	92,800		
11400	N/A	875	SFM-S24	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	876	SFM-S25	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	877	SFM-S26	6	420	600	Sealing	Proposed (SB)	73,800	92,800		
11400	N/A	878	SFM-S27	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	879	SFM-S28	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	880	SFM-S29	6	420	600	Sealing	Proposed (SB)	73,800	92,800		
11400	N/A	881	SFM-S30	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	882	SFM-S31	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	883	SFM-S32	6	420	600	Sealing	Proposed (SB)	73,800	92,800		
11400	N/A	884	SFM-S33	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	885	SFM-S34	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	886	SFM-S35	6	420	600	Sealing	Proposed (SB)	73,800	92,800		
11400	N/A	887	SFM-S36	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	888	SFM-S37	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	889	SFM-S38	6	420	600	Sealing	Proposed (SB)	73,800	92,800		
11400	N/A	890	SFM-S39	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	891	SFM-S40	6	420	600	Sealing	Proposed	73,800	92,800		
11400	N/A	892	SFM-S41	6	420	600	Sealing	Proposed (SB)	73,800	92,800		
11400	N/A	893	SFM-S42	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	894	SFM-S43	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	895	SFM-S44	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	896	SFM-S45	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	897	SFM-S46	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	898	SFM-S47	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	899	SFM-S48	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	900	SFM-S49	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	901	SFM-S50	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	902	SFM-S51	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	903	SFM-S52	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	904	SFM-S53	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	905	SFM-S54	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	906	SFM-S55	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	907	SFM-S56	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	908	SFM-S57	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	909	SFM-S58	6	420	600	Sealing	Proposed	125,000	160,200		
11400	N/A	910	SFM-S59	6	420	600	Sealing	Proposed	125,000	160,200		

WUP No. <sup>1</sup>	Prev DID <sup>2</sup>	DID <sup>3</sup>	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
11400	N/A	911	FCO-S116	6	420	600	Sealing	Proposed	250,000	350,000		
11400	N/A	912					Sealing	Proposed				
11400	N/A	913					Sealing	Proposed				
11400	N/A	914					Sealing	Proposed				
11400	N/A	915					Sealing	Proposed				
11400	N/A	916					Sealing	Proposed				
11400	N/A	917					Sealing	Proposed				
11400	N/A	918					Sealing	Proposed				
11400	N/A	919					Sealing	Proposed				
11400	N/A	920					Sealing	Proposed				
11400	N/A	921					Sealing	Proposed				
11400	N/A	922					Sealing	Proposed				
11400	N/A	923					Sealing	Proposed				
11400	N/A	924					Sealing	Proposed				
11400	N/A	925					Sealing	Proposed				
11400	N/A	926					Sealing	Proposed				
11400	N/A	927					Sealing	Proposed				
11400	N/A	928					Sealing	Proposed				
11400	N/A	929					Sealing	Proposed				
11400	N/A	930					Sealing	Proposed				
11400	N/A	931					Sealing	Proposed				
11400	N/A	932					Sealing	Proposed				
11400	N/A	933					Sealing	Proposed				
11400	N/A	934					Sealing	Proposed				
11400	N/A	935					Sealing	Proposed				
11400	N/A	936					Sealing	Proposed				
11400	N/A	937					Sealing	Proposed				
11400	N/A	938					Sealing	Proposed				
11400	N/A	939					Sealing	Proposed				
11400	N/A	940					Sealing	Proposed				
11400	N/A	941					Sealing	Proposed				
11400	N/A	942					Sealing	Proposed				
11400	N/A	943					Sealing	Proposed				
11400	N/A	944					Sealing	Proposed				
11400	N/A	945					Sealing	Proposed				
11400	N/A	946					Sealing	Proposed				
11400	N/A	947					Sealing	Proposed				
11400	N/A	948					Sealing	Proposed				
11400	N/A	949					Sealing	Proposed				
11400	N/A	950					Sealing	Proposed				
11400	N/A	951					Sealing	Proposed				
11400	N/A	952					Sealing	Proposed				
11400	N/A	953					Sealing	Proposed				
11400	N/A	954					Sealing	Proposed				
11400	N/A	955					Sealing	Proposed				
11400	N/A	956					Sealing	Proposed				
11400	N/A	957					Sealing	Proposed				
11400	N/A	958					Sealing	Proposed				
11400	N/A	959					Sealing	Proposed				
11400	N/A	960					Sealing	Proposed				
11400	N/A	961					Sealing	Proposed				
11400	N/A	962					Sealing	Proposed				
11400	N/A	963					Sealing	Proposed				
11400	N/A	964					Sealing	Proposed				
11400	N/A	965					Sealing	Proposed				
11400	N/A	966					Sealing	Proposed				
11400	N/A	967					Sealing	Proposed				
11400	N/A	968					Sealing	Proposed				
11400	N/A	969					Sealing	Proposed				
11400	N/A	970					Sealing	Proposed				
11400	N/A	971					Sealing	Proposed				
11400	N/A	972					Sealing	Proposed				
11400	N/A	973					Sealing	Proposed				
11400	N/A	974					Sealing	Proposed				
11400	N/A	975					Sealing	Proposed				
11400	N/A	976					Sealing	Proposed				
11400	N/A	977					Sealing	Proposed				
11400	N/A	978					Sealing	Proposed				
11400	N/A	979					Sealing	Proposed				
11400	N/A	980					Sealing	Proposed				
11400	N/A	981					Sealing	Proposed				
11400	N/A	982					Sealing	Proposed				
11400	N/A	983					Sealing	Proposed				

WUP No. <sup>1</sup>	Prev DID <sup>2</sup>	DID <sup>3</sup>	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
11400	N/A	984					Sealing	Proposed				
11400	N/A	985					Sealing	Proposed				
11400	N/A	986					Sealing	Proposed				
11400	N/A	987					Sealing	Proposed				
11400	N/A	988					Sealing	Proposed				
11400	N/A	989					Sealing	Proposed				
11400	N/A	990					Sealing	Proposed				
11400	N/A	991					Sealing	Proposed				
11400	N/A	992					Sealing	Proposed				
11400	N/A	993					Sealing	Proposed				
11400	N/A	994					Sealing	Proposed				
11400	N/A	995					Sealing	Proposed				
11400	N/A	996					Sealing	Proposed				
11400	N/A	997					Sealing	Proposed				
11400	N/A	998					Sealing	Proposed				
11400	N/A	999					Sealing	Proposed				
11400	N/A	1000					Sealing	Proposed				
11400	N/A	1001	FCO-H3	10	168	330	Sealing	Plugged	250,000	312,500	27 43 36.78	82 09 49.83
11400	N/A	1002	FCO-H4	10	168	330	Sealing	Mined	250,000	312,500	27 40 46.85	82 11 04.84
11400	N/A	1003	FCO-H5	8	10	50	Sealing	Mined	250,000	312,500	27 43 11.76	82 09 37.38
11400	N/A	1005	FCO-H7	8	10	50	Sealing	Plugged	250,000	312,500	27 44 17.89	82 11 35.44
11400	N/A	1006	FCO-H8	8	400	660	Sealing	Existing	250,000	312,500	27 44 12.82	82 11 51.69
11400	N/A	1007	FCO-H9	6	315	500	Sealing	Existing	250,000	312,500	27 43 55.66	82 06 18.18
11400	N/A	1008	FCO-H10	6	315	500	Sealing	Existing	250,000	312,500	27 44 27.61	82 07 50.59
11400	N/A	1009					Mitigation	Proposed				
11400	N/A	1010					Mitigation	Proposed				
11400	N/A	1011					Mitigation	Proposed				
11400	N/A	1012					Mitigation	Proposed				
11400	N/A	1013					Mitigation	Proposed				
11400	N/A	1014					Mitigation	Proposed				
11400	N/A	1015					Mitigation	Proposed				
11400	N/A	1016					Mitigation	Proposed				
11400	N/A	1017					Mitigation	Proposed				
11400	N/A	1018					Mitigation	Proposed				
11400	N/A	1019					Mitigation	Proposed				
11400	N/A	1020					Mitigation	Proposed				
11400	N/A	1021					Mitigation	Proposed				
11400	N/A	1022					Mitigation	Proposed				
11400	N/A	1023					Mitigation	Proposed				
11400	N/A	1024					Mitigation	Proposed				
11400	N/A	1025					Mitigation	Proposed				
11400	N/A	1026					Mitigation	Proposed				
11400	N/A	1027					Mitigation	Proposed				
11400	N/A	1028					Mitigation	Proposed				
11400	N/A	1029					Mitigation	Proposed				
11400	N/A	1030					Mitigation	Proposed				
11400	N/A	1031					Mitigation	Proposed				
11400	N/A	1032					Mitigation	Proposed				
11400	N/A	1033					Mitigation	Proposed				
11400	N/A	1034					Mitigation	Proposed				
11400	N/A	1035					Mitigation	Proposed				
11400	N/A	1036					Mitigation	Proposed				
11400	N/A	1037					Mitigation	Proposed				
11400	N/A	1038					Mitigation	Proposed				
11400	N/A	1039					Mitigation	Proposed				
11400	N/A	1040					Mitigation	Proposed				
11400	N/A	1041					Mitigation	Proposed				
11400	N/A	1042					Mitigation	Proposed				
11400	N/A	1043					Mitigation	Proposed				
11400	N/A	1044					Mitigation	Proposed				
11400	N/A	1045					Mitigation	Proposed				
11400	N/A	1046					Mitigation	Proposed				
11400	N/A	1047					Mitigation	Proposed				
11400	N/A	1048					Mitigation	Proposed				
11400	N/A	1049					Mitigation	Proposed				
11400	N/A	1050					Mitigation	Proposed				
11400	N/A	1051					Mitigation	Proposed				
11400	N/A	1052					Mitigation	Proposed				
11400	N/A	1053					Mitigation	Proposed				
11400	N/A	1054					Mitigation	Proposed				
11400	N/A	1055					Mitigation	Proposed				
11400	N/A	1056					Mitigation	Proposed				
11400	N/A	1057					Mitigation	Proposed				

WUP No. <sup>1</sup>	Prev DID <sup>2</sup>	DID <sup>3</sup>	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
11400	N/A	1058					Mitigation	Proposed				
11400	N/A	1059					Mitigation	Proposed				
11400	N/A	1060					Mitigation	Proposed				
11400	N/A	1061					Mitigation	Proposed				
11400	N/A	1062					Mitigation	Proposed				
11400	N/A	1063					Mitigation	Proposed				
11400	N/A	1064					Mitigation	Proposed				
11400	N/A	1065					Mitigation	Proposed				
11400	N/A	1066					Mitigation	Proposed				
11400	N/A	1067					Mitigation	Proposed				
11400	N/A	1068					Mitigation	Proposed				
11400	N/A	1069					Mitigation	Proposed				
11400	N/A	1070					Mitigation	Proposed				
11400	N/A	1071					Mitigation	Proposed				
11400	N/A	1072					Mitigation	Proposed				
11400	N/A	1073					Mitigation	Proposed				
11400	N/A	1074					Mitigation	Proposed				
11400	N/A	1075					Mitigation	Proposed				
11400	N/A	1076					Mitigation	Proposed				
11400	N/A	1077					Mitigation	Proposed				
11400	N/A	1078					Mitigation	Proposed				
11400	N/A	1079					Mitigation	Proposed				
11400	N/A	1080					Mitigation	Proposed				
11400	N/A	1081					Mitigation	Proposed				
11400	N/A	1082					Mitigation	Proposed				
11400	N/A	1083					Mitigation	Proposed				
11400	N/A	1084					Mitigation	Proposed				
11400	N/A	1085					Mitigation	Proposed				
11400	N/A	1086					Mitigation	Proposed				
11400	N/A	1087					Mitigation	Proposed				
11400	N/A	1088					Mitigation	Proposed				
11400	N/A	1089					Mitigation	Proposed				
11400	N/A	1090					Mitigation	Proposed				
11400	N/A	1091					Mitigation	Proposed				
11400	N/A	1092					Mitigation	Proposed				
11400	N/A	1093					Mitigation	Proposed				
11400	N/A	1094					Mitigation	Proposed				
11400	N/A	1095					Mitigation	Proposed				
11400	N/A	1096					Mitigation	Proposed				
11400	N/A	1097					Mitigation	Proposed				
11400	N/A	1098					Mitigation	Proposed				
11400	N/A	1099					Mitigation	Proposed				
11400	N/A	1100					Mitigation	Proposed				
11400	N/A	1101					Injection	Proposed				
11400	N/A	1102					Injection	Proposed				
11400	N/A	1103					Injection	Proposed				
11400	N/A	1104					Injection	Proposed				
11400	N/A	1105					Injection	Proposed				
11400	N/A	1106					Injection	Proposed				
11400	N/A	1107					Injection	Proposed				
11400	N/A	1108					Injection	Proposed				
11400	N/A	1109					Injection	Proposed				
11400	N/A	1110					Injection	Proposed				
11400	N/A	1111					Injection	Proposed				
11400	N/A	1112					Injection	Proposed				
11400	N/A	1113					Injection	Proposed				
11400	N/A	1114					Injection	Proposed				
11400	N/A	1115					Injection	Proposed				
11400	N/A	1116					Injection	Proposed				
11400	N/A	1117					Injection	Proposed				
11400	N/A	1118					Injection	Proposed				
11400	N/A	1119					Injection	Proposed				
11400	N/A	1120					Injection	Proposed				
11400	N/A	1121					Injection	Proposed				
11400	N/A	1122					Injection	Proposed				
11400	N/A	1123					Injection	Proposed				
11400	N/A	1124					Injection	Proposed				
11400	N/A	1125					Injection	Proposed				
11400	N/A	1126					Injection	Proposed				
11400	N/A	1127					Injection	Proposed				
11400	N/A	1128					Injection	Proposed				
11400	N/A	1129					Injection	Proposed				
11400	N/A	1130					Injection	Proposed				

WUP No. <sup>1</sup>	Prev DID <sup>2</sup>	DID <sup>3</sup>	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
11400	N/A	1131					Injection	Proposed				
11400	N/A	1132					Injection	Proposed				
11400	N/A	1133					Injection	Proposed				
11400	N/A	1134					Injection	Proposed				
11400	N/A	1135					Injection	Proposed				
11400	N/A	1136					Injection	Proposed				
11400	N/A	1137					Injection	Proposed				
11400	N/A	1138					Injection	Proposed				
11400	N/A	1139					Injection	Proposed				
11400	N/A	1140					Injection	Proposed				
11400	N/A	1141					Injection	Proposed				
11400	N/A	1142					Injection	Proposed				
11400	N/A	1143					Injection	Proposed				
11400	N/A	1144					Injection	Proposed				
11400	N/A	1145					Injection	Proposed				
11400	N/A	1146					Injection	Proposed				
11400	N/A	1147					Injection	Proposed				
11400	N/A	1148					Injection	Proposed				
11400	N/A	1149					Injection	Proposed				
11400	N/A	1150					Injection	Proposed				
11400	N/A	1151					Injection	Proposed				
11400	N/A	1152					Injection	Proposed				
11400	N/A	1153					Injection	Proposed				
11400	N/A	1154					Injection	Proposed				
11400	N/A	1155					Injection	Proposed				
11400	N/A	1156					Injection	Proposed				
11400	N/A	1157					Injection	Proposed				
11400	N/A	1158					Injection	Proposed				
11400	N/A	1159					Injection	Proposed				
11400	N/A	1160					Injection	Proposed				
11400	N/A	1161					Injection	Proposed				
11400	N/A	1162					Injection	Proposed				
11400	N/A	1163					Injection	Proposed				
11400	N/A	1164					Injection	Proposed				
11400	N/A	1165					Injection	Proposed				
11400	N/A	1166					Injection	Proposed				
11400	N/A	1167					Injection	Proposed				
11400	N/A	1168					Injection	Proposed				
11400	N/A	1169					Injection	Proposed				
11400	N/A	1170					Injection	Proposed				
11400	N/A	1171					Injection	Proposed				
11400	N/A	1172					Injection	Proposed				
11400	N/A	1173					Injection	Proposed				
11400	N/A	1174					Injection	Proposed				
11400	N/A	1175					Injection	Proposed				
11400	N/A	1176					Injection	Proposed				
11400	N/A	1177					Injection	Proposed				
11400	N/A	1178					Injection	Proposed				
11400	N/A	1179					Injection	Proposed				
11400	N/A	1180					Injection	Proposed				
11400	N/A	1181					Injection	Proposed				
11400	N/A	1182					Injection	Proposed				
11400	N/A	1183					Injection	Proposed				
11400	N/A	1184					Injection	Proposed				
11400	N/A	1185					Injection	Proposed				
11400	N/A	1186					Injection	Proposed				
11400	N/A	1187					Injection	Proposed				
11400	N/A	1188					Injection	Proposed				
11400	N/A	1189					Injection	Proposed				
11400	N/A	1190					Injection	Proposed				
11400	N/A	1191					Injection	Proposed				
11400	N/A	1192					Injection	Proposed				
11400	N/A	1193					Injection	Proposed				
11400	N/A	1194					Injection	Proposed				
11400	N/A	1195					Injection	Proposed				
11400	N/A	1196					Injection	Proposed				
11400	N/A	1197					Injection	Proposed				
11400	N/A	1198					Injection	Proposed				
11400	N/A	1199					Injection	Proposed				
11400	N/A	1200					Injection	Proposed				
11400	N/A	1201					Dewatering	Proposed				
11400	N/A	1202					Dewatering	Proposed				
11400	N/A	1203					Dewatering	Proposed				



WUP No. <sup>1</sup>	Prev DID <sup>2</sup>	DID <sup>3</sup>	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
11400	N/A	1204					Dewatering	Proposed				
11400	N/A	1205					Dewatering	Proposed				
11400	N/A	1206					Dewatering	Proposed				
11400	N/A	1207					Dewatering	Proposed				
11400	N/A	1208					Dewatering	Proposed				
11400	N/A	1209					Dewatering	Proposed				
11400	N/A	1210					Dewatering	Proposed				
11400	N/A	1211					Dewatering	Proposed				
11400	N/A	1212					Dewatering	Proposed				
11400	N/A	1213					Dewatering	Proposed				
11400	N/A	1214					Dewatering	Proposed				
11400	N/A	1215					Dewatering	Proposed				
11400	N/A	1216					Dewatering	Proposed				
11400	N/A	1217					Dewatering	Proposed				
11400	N/A	1218					Dewatering	Proposed				
11400	N/A	1219					Dewatering	Proposed				
11400	N/A	1220					Dewatering	Proposed				
11400	N/A	1221					Dewatering	Proposed				
11400	N/A	1222					Dewatering	Proposed				
11400	N/A	1223					Dewatering	Proposed				
11400	N/A	1224					Dewatering	Proposed				
11400	N/A	1225					Dewatering	Proposed				
11400	N/A	1226					Dewatering	Proposed				
11400	N/A	1227					Dewatering	Proposed				
11400	N/A	1228					Dewatering	Proposed				
11400	N/A	1229					Dewatering	Proposed				
11400	N/A	1230					Dewatering	Proposed				
11400	N/A	1231					Dewatering	Proposed				
11400	N/A	1232					Dewatering	Proposed				
11400	N/A	1233					Dewatering	Proposed				
11400	N/A	1234					Dewatering	Proposed				
11400	N/A	1235					Dewatering	Proposed				
11400	N/A	1236					Dewatering	Proposed				
11400	N/A	1237					Dewatering	Proposed				
11400	N/A	1238					Dewatering	Proposed				
11400	N/A	1239					Dewatering	Proposed				
11400	N/A	1240					Dewatering	Proposed				
11400	N/A	1241					Dewatering	Proposed				
11400	N/A	1242					Dewatering	Proposed				
11400	N/A	1243					Dewatering	Proposed				
11400	N/A	1244					Dewatering	Proposed				
11400	N/A	1245					Dewatering	Proposed				
11400	N/A	1246					Dewatering	Proposed				
11400	N/A	1247					Dewatering	Proposed				
11400	N/A	1248					Dewatering	Proposed				
11400	N/A	1249					Dewatering	Proposed				
11400	N/A	1250					Dewatering	Proposed				
11400	N/A	1251					Dewatering	Proposed				
11400	N/A	1252					Dewatering	Proposed				
11400	N/A	1253					Dewatering	Proposed				
11400	N/A	1254					Dewatering	Proposed				
11400	N/A	1255					Dewatering	Proposed				
11400	N/A	1256					Dewatering	Proposed				
11400	N/A	1257					Dewatering	Proposed				
11400	N/A	1258					Dewatering	Proposed				
11400	N/A	1259					Dewatering	Proposed				
11400	N/A	1260					Dewatering	Proposed				
11400	N/A	1261					Dewatering	Proposed				
11400	N/A	1262					Dewatering	Proposed				
11400	N/A	1263					Dewatering	Proposed				
11400	N/A	1264					Dewatering	Proposed				
11400	N/A	1265					Dewatering	Proposed				
11400	N/A	1266					Dewatering	Proposed				
11400	N/A	1267					Dewatering	Proposed				
11400	N/A	1268					Dewatering	Proposed				
11400	N/A	1269					Dewatering	Proposed				
11400	N/A	1270					Dewatering	Proposed				
11400	N/A	1271					Dewatering	Proposed				
11400	N/A	1272					Dewatering	Proposed				
11400	N/A	1273					Dewatering	Proposed				
11400	N/A	1274					Dewatering	Proposed				
11400	N/A	1275					Dewatering	Proposed				
11400	N/A	1276					Dewatering	Proposed				

WUP No. <sup>1</sup>	Prev DID <sup>2</sup>	DID <sup>3</sup>	PID	DIAM (IN)	Cased Depth (Feet)	Total Depth (Feet)	Use	Status	Average (GPD)	Peak Month (GPD)	Latitude	Longitude
11400	N/A	1277					Dewatering	Proposed				
11400	N/A	1278					Dewatering	Proposed				
11400	N/A	1279					Dewatering	Proposed				
11400	N/A	1280					Dewatering	Proposed				
11400	N/A	1281					Dewatering	Proposed				
11400	N/A	1282					Dewatering	Proposed				
11400	N/A	1283					Dewatering	Proposed				
11400	N/A	1284					Dewatering	Proposed				
11400	N/A	1285					Dewatering	Proposed				
11400	N/A	1286					Dewatering	Proposed				
11400	N/A	1287					Dewatering	Proposed				
11400	N/A	1288					Dewatering	Proposed				
11400	N/A	1289					Dewatering	Proposed				
11400	N/A	1290					Dewatering	Proposed				
11400	N/A	1291					Dewatering	Proposed				
11400	N/A	1292					Dewatering	Proposed				
11400	N/A	1293					Dewatering	Proposed				
11400	N/A	1294					Dewatering	Proposed				
11400	N/A	1295					Dewatering	Proposed				
11400	N/A	1296					Dewatering	Proposed				
11400	N/A	1297					Dewatering	Proposed				
11400	N/A	1298					Dewatering	Proposed				
11400	N/A	1299					Dewatering	Proposed				
11400	N/A	1300					Dewatering	Proposed				

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**Exhibit D  
Water Level Monitoring -  
Monitor Wells/Piezometers  
and Staff Gauges Table**

DID	SID	WD Type	Withdrawal Status	Monitor Use	Longitude	Latitude
1330	1011	Monitor	Existing	AQUIFER LEVELS	82 01 44.23	27 32 51.12
1348	1039	Monitor	Existing	AQUIFER LEVELS	82 01 39.33	27 32 48.27
1349	1040	Monitor	Existing	AQUIFER LEVELS	82 01 50.24	27 33 22.51
1350	1041	Monitor	Existing	AQUIFER LEVELS	82 01 46.50	27 33 37.63
1356	1050	Monitor	Existing	AQUIFER LEVELS	82 04 24.54	27 36 53.93
1357	1051	Monitor	Existing	AQUIFER LEVELS	82 04 24.54	27 36 16.57
1358	1052	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 36 13.68
1359	1053	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 35 49.77
1360	1054	Monitor	Existing	AQUIFER LEVELS	82 04 24.54	27 36 22.69
1395	1251	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 33 27.81
1404	1260	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 31 46.02
1405	1261	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 31 35.22
1407	1263	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 31 11.62
1408	1264	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 30 59.03
1409	1288	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 30 51.84
1410	1289	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 30 46.76
1411	1290	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 30 41.65
1412	1291	Monitor	Existing	AQUIFER LEVELS	82 02 24.54	27 30 40.28
1413	1366	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 40 49.60
1414	1367	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 40 54.20
1415	1368	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 40 46.63
1416	1369	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 40 33.48
1417	1370	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 40 19.77
1418	1371	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 40 07.17
1419	1373	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 39 43.37
1421	1375	Monitor	Existing	AQUIFER LEVELS	82 11 55.86	27 39 34.49
1422	1380	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 38 59.64
1423	1381	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 38 52.87
1424	1386	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 39 07.89
1425	1392	Monitor	Existing	AQUIFER LEVELS	82 10 24.54	27 39 49.67
1427	1394	Monitor	Existing	AQUIFER LEVELS	82 10 24.54	27 40 06.53
1428	1395	Monitor	Existing	AQUIFER LEVELS	82 10 24.54	27 40 18.49
1430	1397	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 40 40.05
1431	1398	Monitor	Existing	AQUIFER LEVELS	82 10 24.54	27 40 40.90
1452	1547	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 36 09.00
1453	1550	Monitor	Existing	AQUIFER LEVELS	82 10 24.54	27 37 25.60
1454	1551	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 37 11.13
1455	1552	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 36 57.31
1456	1553	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 36 53.67
1457	1554	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 36 49.53
1459	1556	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 37 07.60
1460	1557	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 37 37.92
1461	1562	Monitor	Existing	AQUIFER LEVELS	82 13 24.54	27 38 46.60
1462	1563	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 38 38.23
1463	1564	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 38 38.79
1464	1565	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 38 46.75
1471	1667	Monitor	Existing	AQUIFER LEVELS	82 10 24.54	27 37 25.60
1472	1668	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 36 57.31
1473	1669	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 36 49.53
1474	1670	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 38 38.79
1475	1672	Monitor	Existing	AQUIFER LEVELS	82 10 24.54	27 40 18.49
1476	1673	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 40 40.05
1477	1674	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 40 33.48
1478	1800	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 33 27.81
1483	1809	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 31 23.68
1491	1933	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 40 47.68
1492	1934	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 40 48.06

1498	1940	Monitor	Existing	AQUIFER LEVELS	81 58 53.91	27 52 34.63
1499	1941	Monitor	Existing	AQUIFER LEVELS	81 58 53.95	27 52 45.00
1500	1942	Monitor	Existing	AQUIFER LEVELS	81 59 00.28	27 52 43.63
1501	1943	Monitor	Existing	AQUIFER LEVELS	81 59 19.43	27 52 47.47
1502	1944	Monitor	Existing	AQUIFER LEVELS	82 00 05.80	27 53 01.31
1504	1946	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 40 01.88
1505	1947	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 39 57.67
1506	1948	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 39 46.37
1507	1949	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 39 47.95
1508	1951	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 39 37.18
1509	1952	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 39 24.49
1510	1953	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 39 09.50
1512	1955	Monitor	Existing	AQUIFER LEVELS	82 13 24.54	27 38 49.73
1513	1959	Monitor	Existing	AQUIFER LEVELS	82 13 24.54	27 38 51.75
1514	1960	Monitor	Existing	AQUIFER LEVELS	82 13 24.54	27 39 06.37
1515	1961	Monitor	Existing	AQUIFER LEVELS	82 13 24.54	27 39 13.64
1516	1962	Monitor	Existing	AQUIFER LEVELS	82 13 24.54	27 39 20.19
1520	1966	Monitor	Existing	AQUIFER LEVELS	82 13 24.54	27 39 47.95
1522	1968	Monitor	Existing	AQUIFER LEVELS	82 13 24.54	27 40 05.95
1523	1969	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 40 05.88
1524	1970	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 40 06.45
1525	1971	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 40 18.80
1526	1972	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 40 19.05
1527	1973	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 40 38.31
1528	1974	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 40 56.96
1538	2026	Monitor	Existing	AQUIFER LEVELS	82 08 24.54	27 44 33.14
1541	2029	Monitor	Existing	AQUIFER LEVELS	82 08 24.54	27 44 37.90
1542	2030	Monitor	Existing	AQUIFER LEVELS	82 08 24.54	27 44 30.88
1564	2065	Monitor	Existing	AQUIFER LEVELS	82 07 24.54	27 43 23.01
1565	2066	Monitor	Existing	AQUIFER LEVELS	82 07 24.54	27 43 35.54
1566	2067	Monitor	Existing	AQUIFER LEVELS	82 07 24.54	27 43 33.31
1567	2068	Monitor	Existing	AQUIFER LEVELS	82 08 24.54	27 43 32.23
1593	2104	Monitor	Existing	AQUIFER LEVELS	82 00 24.54	27 30 52.74
1620	2131	Monitor	Existing	AQUIFER LEVELS	82 01 24.54	27 29 43.73
1622	2133	Monitor	Existing	AQUIFER LEVELS	82 02 24.54	27 29 47.08
1628	2144	Monitor	Existing	AQUIFER LEVELS	82 01 24.54	27 30 52.74
1629	2148	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 33 57.89
1630	2149	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 33 57.92
1632	2151	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 33 44.93
1635	2192	Monitor	Existing	AQUIFER LEVELS	82 10 24.54	27 37 58.72
1638	2195	Monitor	Existing	AQUIFER LEVELS	82 09 24.54	27 38 23.78
1639	2196	Monitor	Existing	AQUIFER LEVELS	82 09 24.54	27 38 31.48
1640	2197	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 35 40.95
1641	2198	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 35 43.58
1642	2199	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 36 29.23
1643	2200	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 36 22.21
1644	2202	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 36 24.80
1645	2204	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 36 41.18
1646	2205	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 36 44.72
1647	2206	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 36 44.78
1648	2207	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 36 54.03
1649	2208	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 37 00.48
1650	2209	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 37 03.64
1651	2210	Monitor	Existing	AQUIFER LEVELS	82 03 24.54	27 37 01.12
1652	2211	Monitor	Existing	AQUIFER LEVELS	82 04 24.54	27 36 57.96
1653	2212	Monitor	Existing	AQUIFER LEVELS	82 04 24.54	27 36 53.10
1654	2213	Monitor	Existing	AQUIFER LEVELS	82 04 24.54	27 36 58.21
1655	2214	Monitor	Existing	AQUIFER LEVELS	82 04 24.54	27 37 06.52

1656	2215	Monitor	Existing	AQUIFER LEVELS	82 04 24.54	27 37 16.18
1670	2229	Monitor	Existing	AQUIFER LEVELS	82 13 24.54	27 40 06.03
1676	2235	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 42 17.62
1711	2370	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 36 40.25
1712	2371	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 36 32.33
1713	2372	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 36 18.58
1714	2373	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 36 10.12
1715	2374	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 36 01.94
1716	2375	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 36 04.82
1717	2376	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 36 31.86
1718	2377	Monitor	Existing	AQUIFER LEVELS	82 12 24.54	27 36 44.35
1719	2378	Monitor	Existing	AQUIFER LEVELS	82 11 24.54	27 36 42.84
1738	2406	Monitor	Existing	AQUIFER LEVELS	82 09 24.54	27 42 59.16
1739	2407	Monitor	Existing	AQUIFER LEVELS	82 09 24.54	27 42 59.16
1740	2408	Monitor	Existing	AQUIFER LEVELS	82 09 24.54	27 43 04.00
1745	2413	Monitor	Existing	AQUIFER LEVELS	82 10 24.54	27 43 28.18
1746	2414	Monitor	Existing	AQUIFER LEVELS	82 10 24.54	27 43 28.18
1747	2416	Monitor	Existing	AQUIFER LEVELS	82 10 02.91	27 43 48.03
1748	2417	Monitor	Existing	AQUIFER LEVELS	82 10 02.91	27 43 48.03
1749	2418	Monitor	Existing	AQUIFER LEVELS	82 09 53.31	27 43 45.05
1750	2419	Monitor	Existing	AQUIFER LEVELS	82 09 53.59	27 43 54.73
1751	2420	Monitor	Existing	AQUIFER LEVELS	82 10 01.62	27 43 57.72
1752	2421	Monitor	Existing	AQUIFER LEVELS	82 09 57.23	27 44 06.49
1753	2422	Monitor	Existing	AQUIFER LEVELS	82 09 52.84	27 44 15.21
1754	2423	Monitor	Existing	AQUIFER LEVELS	82 09 52.84	27 44 15.21
1755	2424	Monitor	Existing	AQUIFER LEVELS	82 09 45.07	27 44 20.76
1756	2425	Monitor	Existing	AQUIFER LEVELS	82 09 36.27	27 44 26.76
1757	2426	Monitor	Existing	AQUIFER LEVELS	82 09 22.50	27 44 08.56
1758	2427	Monitor	Existing	AQUIFER LEVELS	82 09 22.50	27 44 08.56
1760	2436	Monitor	Existing	AQUIFER LEVELS	82 08 50.06	27 43 34.23
1761	2445	Monitor	Existing	AQUIFER LEVELS	82 08 57.58	27 43 44.08
1762	2446	Monitor	Existing	AQUIFER LEVELS	82 09 05.60	27 43 57.45
1763	2474	Monitor	Existing	AQUIFER LEVELS	82 11 10.10	27 45 22.75
1764	2475	Monitor	Existing	AQUIFER LEVELS	82 10 59.88	27 45 23.90
1765	2476	Monitor	Existing	AQUIFER LEVELS	82 10 49.94	27 45 17.74
1766	2477	Monitor	Existing	AQUIFER LEVELS	82 10 36.12	27 45 08.78
1767	2478	Monitor	Existing	AQUIFER LEVELS	82 10 21.28	27 45 04.10
1768	2479	Monitor	Existing	AQUIFER LEVELS	82 10 09.37	27 44 53.63
1769	2480	Monitor	Existing	AQUIFER LEVELS	82 10 01.92	27 44 40.02
1770	2481	Monitor	Existing	AQUIFER LEVELS	82 09 52.09	27 44 32.50
1771	2482	Monitor	Existing	AQUIFER LEVELS	82 09 58.86	27 44 22.70
1772	2483	Monitor	Existing	AQUIFER LEVELS	82 10 04.15	27 44 11.76
1773	2484	Monitor	Existing	AQUIFER LEVELS	82 10 15.70	27 43 26.50
1779	2491	Monitor	Existing	AQUIFER LEVELS	82 11 25.58	27 43 01.78
1790	2506	Monitor	Existing	AQUIFER LEVELS	82 07 31.63	27 42 00.42
1791	2507	Monitor	Existing	AQUIFER LEVELS	82 07 39.95	27 41 59.52
1792	2508	Monitor	Existing	AQUIFER LEVELS	82 07 45.46	27 41 51.35
1814	2530	Monitor	Existing	AQUIFER LEVELS	82 11 59.40	27 41 32.06
1815	2531	Monitor	Existing	AQUIFER LEVELS	82 12 00.55	27 41 40.21
1817	2533	Monitor	Existing	AQUIFER LEVELS	82 12 12.39	27 41 53.59
1820	2536	Monitor	Existing	AQUIFER LEVELS	82 12 20.33	27 41 48.99
1821	2537	Monitor	Existing	AQUIFER LEVELS	82 12 19.40	27 41 56.15
1822	2538	Monitor	Existing	AQUIFER LEVELS	82 12 13.40	27 41 24.76
1823	2539	Monitor	Existing	AQUIFER LEVELS	82 12 27.52	27 41 24.82
1824	2540	Monitor	Existing	AQUIFER LEVELS	82 12 37.72	27 41 26.42
1825	2541	Monitor	Existing	AQUIFER LEVELS	82 12 37.18	27 41 24.87
1826	2542	Monitor	Existing	AQUIFER LEVELS	82 12 49.06	27 41 27.85
1827	2543	Monitor	Existing	AQUIFER LEVELS	82 12 57.72	27 41 28.54

1828	2544	Monitor	Existing	AQUIFER LEVELS	82 12 55.73	27 41 40.39
1829	2545	Monitor	Existing	AQUIFER LEVELS	82 12 50.01	27 41 44.85
1830	2546	Monitor	Existing	AQUIFER LEVELS	82 12 42.79	27 41 51.40
1831	2547	Monitor	Existing	AQUIFER LEVELS	82 12 30.81	27 41 52.76
1832	2552	Monitor	Existing	AQUIFER LEVELS	82 13 11.93	27 42 18.29
1834	2554	Monitor	Existing	AQUIFER LEVELS	82 13 11.60	27 42 55.08
1835	2555	Monitor	Existing	AQUIFER LEVELS	82 13 11.39	27 43 16.07
1836	2556	Monitor	Existing	AQUIFER LEVELS	82 13 11.28	27 43 30.90
1838	2558	Monitor	Existing	AQUIFER LEVELS	82 12 44.03	27 42 18.54
1839	2559	Monitor	Existing	AQUIFER LEVELS	82 12 46.04	27 42 24.77
1840	2560	Monitor	Existing	AQUIFER LEVELS	82 12 40.39	27 42 30.74
1841	2561	Monitor	Existing	AQUIFER LEVELS	82 12 45.68	27 42 49.57
1846	2566	Monitor	Existing	AQUIFER LEVELS	82 12 30.74	27 42 49.46
1850	2571	Monitor	Existing	AQUIFER LEVELS	82 11 26.23	27 42 54.43
1851	2572	Monitor	Existing	AQUIFER LEVELS	82 11 51.83	27 42 47.12
1852	2573	Monitor	Existing	AQUIFER LEVELS	82 11 39.55	27 42 41.83
1853	2574	Monitor	Existing	AQUIFER LEVELS	82 13 11.46	27 43 43.90
1854	2575	Monitor	Existing	AQUIFER LEVELS	82 13 01.20	27 43 53.65
1855	2576	Monitor	Existing	AQUIFER LEVELS	82 12 38.77	27 43 58.30
1856	2577	Monitor	Existing	AQUIFER LEVELS	82 12 16.99	27 44 04.27
1857	2578	Monitor	Existing	AQUIFER LEVELS	82 12 30.38	27 44 02.00
1858	2579	Monitor	Existing	AQUIFER LEVELS	82 12 51.01	27 43 56.24
1859	2580	Monitor	Existing	AQUIFER LEVELS	82 13 07.90	27 43 56.39
1862	2583	Monitor	Existing	AQUIFER LEVELS	82 13 02.82	27 44 07.94
1863	2584	Monitor	Existing	AQUIFER LEVELS	82 12 54.43	27 44 12.44
1864	2585	Monitor	Existing	AQUIFER LEVELS	82 12 55.30	27 44 26.30
1865	2586	Monitor	Existing	AQUIFER LEVELS	82 12 44.78	27 44 34.08
1866	2587	Monitor	Existing	AQUIFER LEVELS	82 12 46.01	27 44 38.94
1868	2589	Monitor	Existing	AQUIFER LEVELS	82 12 08.46	27 44 26.27
1869	2590	Monitor	Existing	AQUIFER LEVELS	82 12 12.13	27 44 07.80
1870	2591	Monitor	Existing	AQUIFER LEVELS	82 12 04.54	27 44 11.29
1871	2592	Monitor	Existing	AQUIFER LEVELS	82 11 51.22	27 44 21.80
1872	2593	Monitor	Existing	AQUIFER LEVELS	82 11 41.21	27 44 31.02
1876	2597	Monitor	Existing	AQUIFER LEVELS	82 12 34.99	27 44 41.82
1879	2600	Monitor	Existing	AQUIFER LEVELS	82 12 27.86	27 45 04.32
1881	2603	Monitor	Existing	AQUIFER LEVELS	82 11 56.80	27 45 37.30
1882	2604	Monitor	Existing	AQUIFER LEVELS	82 11 48.98	27 45 44.86
1883	2605	Monitor	Existing	AQUIFER LEVELS	82 11 42.25	27 45 35.64
1885	2617	Monitor	Existing	AQUIFER LEVELS	82 11 21.16	27 45 19.04
1886	2831	Monitor	Existing	AQUIFER LEVELS	82 09 40.93	27 35 14.42
1887	2833	Monitor	Existing	AQUIFER LEVELS	82 09 14.58	27 35 21.12
1888	2834	Monitor	Existing	AQUIFER LEVELS	82 09 14.69	27 35 32.24
1889	2835	Monitor	Existing	AQUIFER LEVELS	82 09 14.69	27 35 39.62
1890	2836	Monitor	Existing	AQUIFER LEVELS	82 09 14.94	27 35 52.80
1891	2837	Monitor	Existing	AQUIFER LEVELS	82 09 14.69	27 36 02.66
1892	2838	Monitor	Existing	AQUIFER LEVELS	82 09 29.66	27 36 03.13
1921	2868	Monitor	Existing	AQUIFER LEVELS	82 11 09.36	27 40 40.05
1926	2873	Monitor	Existing	AQUIFER LEVELS	82 11 22.96	27 42 49.72
1955	2933	Monitor	Existing	AQUIFER LEVELS	81 43 57.76	27 38 50.29
1956	2937	Monitor	Existing	AQUIFER LEVELS	81 44 39.56	27 41 46.97
2033	3036	Monitor	Existing	AQUIFER LEVELS	81 43 55.84	27 42 48.47
2050	3054	Monitor	Existing	AQUIFER LEVELS	81 44 29.07	27 38 45.05
2051	3055	Monitor	Existing	AQUIFER LEVELS	81 44 26.01	27 38 35.41
2052	3056	Monitor	Existing	AQUIFER LEVELS	81 44 13.64	27 38 18.83
2053	3057	Monitor	Existing	AQUIFER LEVELS	81 44 07.27	27 38 08.74
2054	3058	Monitor	Existing	AQUIFER LEVELS	81 44 01.10	27 38 04.03
2055	3059	Monitor	Existing	AQUIFER LEVELS	81 43 52.39	27 37 58.86
2056	3060	Monitor	Existing	AQUIFER LEVELS	81 43 44.60	27 37 52.63

2057	3061	Monitor	Existing	AQUIFER LEVELS	81 43 41.39	27 37 43.59
2058	3062	Monitor	Existing	AQUIFER LEVELS	81 43 41.01	27 37 54.44
2059	3063	Monitor	Existing	AQUIFER LEVELS	81 43 50.09	27 38 00.59
2062	3066	Monitor	Existing	AQUIFER LEVELS	81 43 54.89	27 38 08.93
2063	3067	Monitor	Existing	AQUIFER LEVELS	81 44 19.25	27 38 28.56
2064	3068	Monitor	Existing	AQUIFER LEVELS	81 44 23.05	27 38 37.78
2065	3069	Monitor	Existing	AQUIFER LEVELS	81 44 20.53	27 38 45.01
2066	3070	Monitor	Existing	AQUIFER LEVELS	81 44 23.06	27 38 37.75
2067	3071	Monitor	Existing	AQUIFER LEVELS	81 44 33.13	27 38 58.32
2074	3074	Monitor	Existing	AQUIFER LEVELS		
2108	3260	Monitor	Existing	AQUIFER LEVELS	81 43 35.67	27 38 47.20
2119	3272	Monitor	Existing	AQUIFER LEVELS	81 44 50.82	27 37 15.43
2120	3273	Monitor	Existing	AQUIFER LEVELS	81 45 02.95	27 37 21.64
2125	3278	Monitor	Existing	AQUIFER LEVELS	81 45 23.75	27 36 55.61
2126	3279	Monitor	Existing	AQUIFER LEVELS	81 45 35.46	27 36 55.34
2136	3289	Monitor	Existing	AQUIFER LEVELS	81 46 02.99	27 36 25.52
2137	3290	Monitor	Existing	AQUIFER LEVELS	81 47 27.17	27 36 48.38
2138	3291	Monitor	Existing	AQUIFER LEVELS	81 47 24.75	27 36 41.52
2139	3292	Monitor	Existing	AQUIFER LEVELS	82 05 10.45	27 32 49.72
2140	3293	Monitor	Existing	AQUIFER LEVELS	81 47 04.23	27 36 53.93
2144	3297	Monitor	Existing	AQUIFER LEVELS	81 46 52.02	27 36 49.77
2145	3298	Monitor	Existing	AQUIFER LEVELS	81 46 58.21	27 36 46.90
2147	3300	Monitor	Existing	AQUIFER LEVELS	81 47 22.48	27 36 37.72
2151	3304	Monitor	Existing	AQUIFER LEVELS	81 47 57.49	27 37 17.07
2152	3305	Monitor	Existing	AQUIFER LEVELS	81 47 44.96	27 37 10.93
2156	3309	Monitor	Existing	AQUIFER LEVELS	81 47 29.48	27 37 21.22
2157	3310	Monitor	Existing	AQUIFER LEVELS	81 47 22.19	27 37 09.70
2158	3311	Monitor	Existing	AQUIFER LEVELS	81 47 28.91	27 37 06.85
2160	3313	Monitor	Existing	AQUIFER LEVELS	81 47 39.44	27 37 04.34
2161	3314	Monitor	Existing	AQUIFER LEVELS	81 47 33.11	27 36 58.34
2167	3320	Monitor	Existing	AQUIFER LEVELS	81 44 35.39	27 38 47.01
2168	3321	Monitor	Existing	AQUIFER LEVELS	81 44 11.08	27 38 47.11
2170	3323	Monitor	Existing	AQUIFER LEVELS	82 03 22.44	27 33 23.20
2171	3324	Monitor	Existing	AQUIFER LEVELS	81 78 97.00	27 57 05.40
2172	3325	Monitor	Existing	AQUIFER LEVELS	81 78 88.00	27 56 94.10
2174	3327	Monitor	Existing	AQUIFER LEVELS	81 78 68.00	27 56 59.40
2175	3328	Monitor	Existing	AQUIFER LEVELS	81 78 67.00	27 56 42.30
2176	3329	Monitor	Existing	AQUIFER LEVELS	81 78 47.00	27 56 41.80
2180	3360	Monitor	Existing	AQUIFER LEVELS	81 72 79.20	27 63 48.00
2181	3361	Monitor	Existing	AQUIFER LEVELS	81 72 79.80	27 63 79.10
2210	3721	Monitor	Existing	AQUIFER LEVELS	82 09 53.14	27 43 53.94
2211	3722	Monitor	Existing	AQUIFER LEVELS	82 07 45.91	27 43 36.08
2212	3723	Monitor	Existing	AQUIFER LEVELS	82 07 59.20	27 43 33.74
2215	3727	Monitor	Existing	AQUIFER LEVELS	82 03 27.94	27 31 46.02
2216	3728	Monitor	Existing	AQUIFER LEVELS	82 03 29.54	27 30 59.03
2217	3729	Monitor	Existing	AQUIFER LEVELS	81 59 29.32	27 53 04.34
2218	3730	Monitor	Existing	AQUIFER LEVELS	81 59 49.98	27 40 14.14
2219	3731	Monitor	Existing	AQUIFER LEVELS	81 59 47.28	27 40 17.40
2220	3732	Monitor	Existing	AQUIFER LEVELS	81 59 42.90	27 40 22.31
2221	3733	Monitor	Existing	AQUIFER LEVELS	81 59 40.50	27 40 25.02
2225	3789	Monitor	Existing	AQUIFER LEVELS	82 11 26.29	27 42 49.66
2226	3790	Monitor	Existing	AQUIFER LEVELS	82 11 40.83	27 42 54.10
2228	3792	Monitor	Existing	AQUIFER LEVELS	82 12 30.30	27 44 02.14
2229	3793	Monitor	Existing	AQUIFER LEVELS	82 13 02.90	27 44 08.17
2230	3794	Monitor	Existing	AQUIFER LEVELS	82 12 54.60	27 44 26.31
2231	3795	Monitor	Existing	AQUIFER LEVELS	82 12 08.70	27 44 26.30
2232	3796	Monitor	Existing	AQUIFER LEVELS	82 12 12.17	27 44 07.88
2233	3797	Monitor	Existing	AQUIFER LEVELS	82 11 41.17	27 44 30.99



2235	3799	Monitor	Existing	AQUIFER LEVELS	82 08 47.54	27 43 16.19
2236	3800	Monitor	Existing	AQUIFER LEVELS	82 12 38.27	27 42 38.17
2237	3801	Monitor	Existing	AQUIFER LEVELS	82 12 42.72	27 42 56.76
2238	3802	Monitor	Existing	AQUIFER LEVELS	82 12 01.29	27 41 40.14
2239	3803	Monitor	Existing	AQUIFER LEVELS	82 12 12.28	27 41 53.64
2240	3804	Monitor	Existing	AQUIFER LEVELS	82 12 57.91	27 41 28.65
2241	3805	Monitor	Existing	AQUIFER LEVELS	82 12 49.83	27 41 44.84
2243	3807	Monitor	Existing	AQUIFER LEVELS	82 03 49.08	27 36 23.14
2244	3808	Monitor	Existing	AQUIFER LEVELS	82 03 58.91	27 36 32.82
2247	3816	Monitor	Existing	AQUIFER LEVELS	82 12 28.21	27 45 04.09
2248	3818	Monitor	Existing	AQUIFER LEVELS	82 08 46.59	27 43 23.11
2251	4023	Monitor	Existing	AQUIFER LEVELS	82 07 07.82	27 44 26.59
2252	4024	Monitor	Existing	AQUIFER LEVELS	82 06 53.20	27 44 24.79
2253	4025	Monitor	Existing	AQUIFER LEVELS	82 06 43.23	27 44 20.86
2254	4026	Monitor	Existing	AQUIFER LEVELS	82 06 29.13	27 44 14.54
2255	4028	Monitor	Existing	AQUIFER LEVELS	82 12 37.01	27 38 54.35
2257	4030	Monitor	Existing	AQUIFER LEVELS	82 12 08.54	27 41 45.91
2277	100SG	Monitor	Existing	WATER TABLE	82 00 50.06	27 31 18.17
2278	101SG	Monitor	Existing	WATER TABLE	82 01 05.30	27 32 36.40
2279	104SG	Monitor	Existing	WATER TABLE	82 04 28.09	27 37 44.94
2280	105SG	Monitor	Existing	WATER TABLE	82 10 10.31	27 37 56.86
2282	115SG	Monitor	Existing	WATER TABLE	82 09 47.48	27 38 29.18
2283	116SG	Monitor	Existing	WATER TABLE	82 09 06.58	27 44 01.80
2284	117SG	Monitor	Existing	WATER TABLE	81 59 55.28	27 39 08.42
2285	118SG	Monitor	Existing	WATER TABLE	82 09 15.48	27 43 57.50
2286	119SG	Monitor	Existing	WATER TABLE	82 08 43.94	27 41 18.31
2287	120SG	Monitor	Existing	WATER TABLE	82 05 52.44	27 41 53.77
2288	121SG	Monitor	Existing	WATER TABLE	82 33 19.98	27 33 19.98
2289	122SG	Monitor	Existing	WATER TABLE	82 12 19.12	27 41 56.51
2290	123SG	Monitor	Existing	WATER TABLE	82 46 39.97	27 53 19.97
2291	127SG	Monitor	Existing	WATER TABLE	81 55 55.02	27 29 03.34
2292	128SG	Monitor	Capped	WATER TABLE	81 58 20.14	27 30 00.58
2293	129SG	Monitor	Capped	WATER TABLE	82 01 26.22	27 29 48.77
2294	130SG	Monitor	Existing	WATER TABLE	81 53 31.60	27 29 35.88
2295	131SG	Monitor	Existing	WATER TABLE	82 03 23.04	27 30 48.96
2296	132SG	Monitor	Existing	WATER TABLE	82 03 24.41	27 29 10.50
2297	133SG	Monitor	Existing	WATER TABLE	82 05 27.71	27 29 12.66
2298	134SG	Monitor	Existing	WATER TABLE	82 06 15.19	27 28 28.63
2299	135SG	Monitor	Existing	WATER TABLE	82 09 38.88	27 36 07.34
2300	15SG	Monitor	Existing	WATER TABLE	82 07 14.63	27 41 56.51
2301	157TG	Monitor	Existing	WATER TABLE	82 07 19.31	27 44 37.57
2302	161SG	Monitor	Existing	WATER TABLE	82 09 04.25	27 44 01.80
2303	16SG	Monitor	Existing	WATER TABLE	81 55 42.71	27 36 59.83
2304	175SG	Monitor	Existing	WATER TABLE	82 09 19.16	27 36 05.29
2305	176SG	Monitor	Existing	WATER TABLE	82 10 55.26	27 35 26.80
2309	53SG	Monitor	Existing	WATER TABLE	82 04 27.12	27 37 37.95
2310	54SG	Monitor	Existing	WATER TABLE	82 04 22.47	27 37 17.65
2311	55SG	Monitor	Existing	WATER TABLE	82 03 19.77	27 36 59.41
2312	58SG	Monitor	Existing	WATER TABLE	82 13 11.43	27 43 55.56
2313	62SG	Monitor	Existing	WATER TABLE	82 11 53.73	27 41 27.47
2314	65SG	Monitor	Existing	WATER TABLE	82 03 26.32	27 33 28.58
2315	66SG	Monitor	Existing	WATER TABLE	82 03 43.60	27 33 24.66
2316	67SG	Monitor	Existing	WATER TABLE	82 04 02.06	27 33 25.13
2317	68SG	Monitor	Existing	WATER TABLE	82 04 17.62	27 33 23.65
2318	69SG	Monitor	Existing	WATER TABLE	82 04 36.26	27 33 05.62
2319	72SG	Monitor	Existing	WATER TABLE	82 04 13.40	27 31 45.37
2320	73SG	Monitor	Existing	WATER TABLE	82 03 54.04	27 31 25.36
2321	74SG	Monitor	Existing	WATER TABLE	82 03 48.24	27 31 38.64

2322	75SG	Monitor	Existing	WATER TABLE	82 03 37.73	27 31 31.80
2323	76SG	Monitor	Existing	WATER TABLE	82 03 40.15	27 31 07.11
2324	77SG	Monitor	Existing	WATER TABLE	82 03 24.91	27 30 52.42
2325	78SG	Monitor	Existing	WATER TABLE	82 04 30.25	27 32 37.32
2328	84SG	Monitor	Existing	WATER TABLE	82 12 38.34	27 38 47.44
2329	85SG	Monitor	Existing	WATER TABLE	82 12 28.91	27 39 08.96
2330	86SG	Monitor	Existing	WATER TABLE	82 12 17.06	27 39 40.93
2331	87SG	Monitor	Existing	WATER TABLE	82 11 52.26	27 40 12.11
2332	88SG	Monitor	Existing	WATER TABLE	82 11 53.23	27 41 11.33
2333	90SG	Monitor	Existing	WATER TABLE	82 05 03.47	27 43 25.99
2334	91SG	Monitor	Existing	WATER TABLE	82 08 39.91	27 43 29.22
2335	92SG	Monitor	Existing	WATER TABLE	82 01 24.12	27 29 14.86
2336	93SG	Monitor	Existing	WATER TABLE	82 01 42.91	27 29 26.80
2337	94SG	Monitor	Existing	WATER TABLE	82 01 25.96	27 30 19.47
2338	95SG	Monitor	Existing	WATER TABLE	82 01 12.78	27 31 00.92
2339	96SG	Monitor	Capped	WATER TABLE	82 01 42.71	27 31 18.91
2340	97SG	Monitor	Existing	WATER TABLE	82 01 19.48	27 31 19.83
2341	98SG	Monitor	Existing	WATER TABLE	82 01 05.38	27 31 41.89
2342	99SG	Monitor	Existing	WATER TABLE	82 01 15.48	27 32 15.05
2343	LTBridge	Monitor	Existing	WATER TABLE	82 12 40.16	27 36 07.12
2344		Monitor	Proposed	AQUIFER LEVELS	81 57 23.65	27 45 45.68
2345	3820	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.39
2346	3828	Monitor	Existing	AQUIFER LEVELS	82 04 08.95	27 36 39.42
2347	3829	Monitor	Existing	AQUIFER LEVELS	82 04 08.95	27 36 39.42
2348	3830	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.43
2349	3842	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.47
2350	3843	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.47
2351	3844	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.48
2352	3845	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.48
2353	3847	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.49
2354	3848	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.49
2355	3849	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.50
2356	3850	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.50
2357	3851	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.50
2358	3852	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.51
2359	3853	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.51
2360	3854	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.51
2361	3855	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.52
2362	3856	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.52
2363	3857	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.52
2364	3858	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.53
2365	3859	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.53
2366	3860	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.54
2367	3861	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.54
2368	3862	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.54
2369	3863	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.55
2370	3864	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.55
2371	3865	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.55
2372	3866	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.56
2373	3868	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.56
2374	3869	Monitor	Proposed	AQUIFER LEVELS	82 04 08.95	27 36 39.57
2375	3870	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.38
2376	3871	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.39
2377	3872	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.39
2378	3873	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.40
2379	3874	Monitor	Existing	AQUIFER LEVELS	82 10 40.36	27 40 20.40
2380	3875	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.40
2381	3876	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.41





2498	3993	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.83
2499	3994	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.83
2500	3995	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.83
2501	3996	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.84
2502	3997	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.84
2503	3998	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.85
2504	3999	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.85
2505	4000	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.85
2506	4001	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.86
2507	4002	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.86
2508	4003	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.86
2509	4004	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.87
2510	4005	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.87
2511	4006	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.87
2512	4007	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.88
2513	4008	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.88
2514	4009	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.88
2515	4010	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.89
2516	4011	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.89
2517	4012	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.90
2518	4013	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.90
2519	4014	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.90
2520	4015	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.91
2521	4016	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.91
2522	4017	Monitor	Proposed	AQUIFER LEVELS	82 10 40.36	27 40 20.91
2523	4018	Monitor	Existing	AQUIFER LEVELS	82 06 24.65	27 38 59.09
2524	4019	Monitor	Existing	AQUIFER LEVELS	82 06 38.52	27 38 56.92
2525	4020	Monitor	Existing	AQUIFER LEVELS	82 07 10.13	27 38 22.93
2526	4021	Monitor	Existing	AQUIFER LEVELS	82 07 05.62	27 38 10.69
2527	4022	Monitor	Existing	AQUIFER LEVELS	82 06 43.39	27 37 52.06
2528	4027	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.70
2529	4031	Monitor	Existing	AQUIFER LEVELS	82 05 46.48	27 38 39.70
2530	4032	Monitor	Existing	AQUIFER LEVELS	82 10 02.98	27 36 04.96
2531	4033	Monitor	Existing	AQUIFER LEVELS	82 09 49.26	27 36 07.19
2532	4034	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.73
2533	4035	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.73
2534	4036	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.73
2535	4037	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.74
2536	4038	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.74
2537	4039	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.75
2538	4040	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.75
2539	4041	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.75
2540	4042	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.76
2541	4043	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.76
2542	4044	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.76
2543	4045	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.77
2544	4046	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.77
2545	4047	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.77
2546	4048	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.78
2547	4049	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.78
2548	4050	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.79
2549	4051	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.79
2550	4052	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.79
2551	4053	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.80
2552	4054	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.80
2553	4055	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.80
2554	4056	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.81
2555	4057	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.81

2556	4058	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.81
2557	4059	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.82
2558	4060	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.82
2559	4061	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.82
2560	4062	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.83
2561	4063	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.83
2562	4064	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.84
2563	4065	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.84
2564	4066	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.84
2565	4067	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.85
2566	4068	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.85
2567	4069	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.85
2568	4070	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.86
2569	4071	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.86
2570	4072	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.86
2571	4073	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.87
2572	4074	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.87
2573	4075	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.88
2574	4076	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.88
2575	4077	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.88
2576	4078	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.89
2577	4079	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.89
2578	4080	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.89
2579	4081	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.90
2580	4082	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.90
2581	4083	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.90
2582	4084	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.91
2583	4085	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.91
2584	4086	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.91
2585	4087	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.92
2586	4088	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.92
2587	4089	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.93
2588	4090	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.93
2589	4091	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.93
2590	4092	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.94
2591	4093	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.94
2592	4094	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.94
2593	4095	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.95
2594	4096	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.95
2595	4097	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.95
2596	4098	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.96
2597	4099	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.96
2598	4100	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.97
2599	4101	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.97
2600	4102	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.97
2601	4103	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.98
2602	4104	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.98
2603	4105	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.98
2604	4106	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.99
2605	4107	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 50.99
2606	4115	Monitor	Proposed	AQUIFER LEVELS	81 51 15.55	27 44 15.43
2607	4128	Monitor	Proposed	AQUIFER LEVELS	82 11 08.82	27 36 54.75
2608	4129	Monitor	Existing	AQUIFER LEVELS	82 11 26.30	27 36 49.03
2609	4130	Monitor	Existing	AQUIFER LEVELS	82 11 39.52	27 36 42.05
2610	4131	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.08
2611	4132	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.08
2612	4133	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.08
2613	4134	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.09

2614	4135	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.09
2615	4136	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.09
2616	4137	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.10
2617	4138	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.10
2618	4139	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.11
2619	4140	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.11
2620	4141	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.11
2621	4142	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.12
2622	4143	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.12
2623	4144	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.12
2624	4145	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.13
2625	4146	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.13
2626	4147	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.13
2627	4148	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.14
2628	4149	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.14
2629	4150	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.15
2630	4151	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.15
2631	4152	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.15
2632	4153	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.16
2633	4154	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.16
2634	4155	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.16
2635	4156	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.17
2636	4157	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.17
2637	4158	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.17
2638	4159	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.18
2639	4160	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.18
2640	4161	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.18
2641	4162	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.19
2642	4163	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.19
2643	4164	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.20
2644	4165	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.20
2645	4166	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.20
2646	4167	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.21
2647	4168	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.21
2648	4169	Monitor	Proposed	AQUIFER LEVELS	82 11 18.90	27 36 51.21
2649	4170	Monitor	Existing	AQUIFER LEVELS	81 51 44.70	27 44 51.15
2650	4171	Monitor	Existing	AQUIFER LEVELS	81 51 39.98	27 44 45.93
2651	4172	Monitor	Existing	AQUIFER LEVELS	81 51 42.05	27 44 22.59
2652	4173	Monitor	Dismantled	AQUIFER LEVELS	81 51 46.37	27 44 12.76
2653	4174	Monitor	Dismantled	AQUIFER LEVELS	81 59 19.94	27 45 16.70
2654	4175	Monitor	Plugged	AQUIFER LEVELS	81 59 39.46	27 45 15.65
2655	4176	Monitor	Dismantled	AQUIFER LEVELS	81 59 38.74	27 45 08.87
2656	4177	Monitor	Dismantled	AQUIFER LEVELS	81 59 22.60	27 44 50.05
2657	4178	Monitor	Dismantled	AQUIFER LEVELS	81 56 31.74	27 46 39.92
2658	4179	Monitor	Proposed	AQUIFER LEVELS	81 59 14.79	27 44 35.80
2659	4180	Monitor	Proposed	AQUIFER LEVELS	81 59 07.83	27 44 42.68
2660	4181	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 39.93
2661	4182	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 39.93
2662	4183	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 39.94
2663	4184	Monitor	Dismantled	AQUIFER LEVELS	81 51 23.39	27 44 23.16
2664	4185	Monitor	Dismantled	AQUIFER LEVELS	81 59 20.06	27 25 16.48
2665	4186	Monitor	Dismantled	AQUIFER LEVELS	81 51 02.54	27 44 27.73
2666	4187	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 39.95
2667	4188	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 39.95
2668	4189	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 39.96
2669	4190	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 39.96
2670	4191	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 39.96
2671	4192	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 39.97





2730	4251	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.18
2731	4252	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.18
2732	4253	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.19
2733	4254	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.19
2734	4255	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.20
2735	4256	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.20
2736	4257	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.20
2737	4258	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.21
2738	4259	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.21
2739	4260	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.21
2740	4261	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.22
2741	4262	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.22
2742	4263	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.22
2743	4264	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.23
2744	4265	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.23
2745	4266	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.23
2746	4267	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.24
2747	4268	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.24
2748	4269	Monitor	Proposed	AQUIFER LEVELS	81 56 31.74	27 46 40.25
2749	4270	Monitor	Existing	AQUIFER LEVELS	82 07 32.05	27 42 00.87
2752	4273	Monitor	Existing	AQUIFER LEVELS	82 12 31.20	27 43 00.46
2753	4274	Monitor	Existing	AQUIFER LEVELS	82 12 26.92	27 42 32.70
2754	4275	Monitor	Existing	AQUIFER LEVELS	82 12 18.80	27 42 17.94
2755	4276	Monitor	Existing	AQUIFER LEVELS	82 12 02.40	27 42 18.24
2756	4277	Monitor	Existing	AQUIFER LEVELS	82 13 01.41	27 43 53.70
2757	4278	Monitor	Existing	AQUIFER LEVELS	82 11 41.12	27 44 10.86
2758	4279	Monitor	Existing	AQUIFER LEVELS	82 11 41.22	27 44 10.96
2759	4280	Monitor	Existing	AQUIFER LEVELS	82 12 33.37	27 40 10.13
2760	4281	Monitor	Existing	AQUIFER LEVELS	82 11 57.46	27 45 30.20
2761	4282	Monitor	Existing	AQUIFER LEVELS	82 11 57.46	27 45 30.20
2762	4283	Monitor	Existing	AQUIFER LEVELS	82 11 57.37	27 45 30.01
2763	4284	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.54
2764	4285	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.54
2765	4286	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.55
2766	4287	Monitor	Existing	AQUIFER LEVELS	82 11 34.67	27 45 24.40
2767	4288	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.55
2768	4289	Monitor	Existing	AQUIFER LEVELS	82 13 11.68	27 42 35.87
2769	4290	Monitor	Existing	AQUIFER LEVELS	82 12 33.53	27 43 08.00
2770	4291	Monitor	Existing	AQUIFER LEVELS	82 11 56.82	27 42 33.67
2771	4292	Monitor	Existing	AQUIFER LEVELS	82 11 56.81	27 42 33.74
2772	4293	Monitor	Existing	AQUIFER LEVELS	82 07 44.63	27 44 27.88
2773	4294	Monitor	Existing	AQUIFER LEVELS	82 07 34.55	27 44 24.39
2775	4296	Monitor	Existing	AQUIFER LEVELS	82 06 15.56	27 44 09.99
2776	4297	Monitor	Existing	AQUIFER LEVELS	82 06 01.20	27 44 04.80
2777	4298	Monitor	Existing	AQUIFER LEVELS	82 05 57.78	27 43 55.44
2778	4299	Monitor	Existing	AQUIFER LEVELS	82 05 57.78	27 43 55.44
2779	4300	Monitor	Existing	AQUIFER LEVELS	82 09 29.73	27 44 14.84
2780	4301	Monitor	Existing	AQUIFER LEVELS	82 07 09.68	27 40 27.27
2781	4302	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.60
2782	4303	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.61
2783	4304	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.61
2784	4305	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.61
2785	4306	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.62
2786	4307	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.62
2787	4308	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.63
2788	4309	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.63
2789	4310	Monitor	Existing	AQUIFER LEVELS	82 09 13.95	27 42 17.14
2790	4311	Monitor	Existing	AQUIFER LEVELS	82 08 53.52	27 42 16.94

2791	4312	Monitor	Existing	AQUIFER LEVELS	82 08 48.45	27 42 22.90
2792	4313	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.64
2793	4314	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.65
2794	4315	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.65
2795	4316	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.65
2796	4317	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.66
2797	4318	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.66
2798	4319	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.66
2799	4320	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.67
2800	4321	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.67
2801	4322	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.68
2802	4323	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.68
2803	4324	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.68
2804	4325	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.69
2805	4326	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.69
2806	4327	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.69
2807	4328	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.70
2808	4329	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.70
2809	4330	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.70
2810	4331	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.71
2811	4332	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.71
2812	4333	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.72
2813	4334	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.72
2814	4335	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.72
2815	4336	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.73
2816	4337	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.73
2817	4338	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.73
2818	4339	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.74
2819	4340	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.74
2820	4341	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.74
2821	4342	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.75
2822	4343	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.75
2823	4344	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.75
2824	4345	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.76
2825	4346	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.76
2826	4347	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.77
2827	4348	Monitor	Existing	AQUIFER LEVELS	82 08 40.44	27 43 21.36
2828	4349	Monitor	Existing	AQUIFER LEVELS	82 08 32.25	27 43 17.81
2829	4350	Monitor	Existing	AQUIFER LEVELS	82 08 33.27	27 42 23.58
2830	4351	Monitor	Existing	AQUIFER LEVELS	82 08 33.27	27 42 41.17
2831	4352	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.78
2832	4353	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.79
2833	4354	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.79
2834	4355	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.79
2835	4356	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.80
2836	4357	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.80
2837	4358	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.81
2838	4359	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.81
2839	4360	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.81
2840	4361	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.82
2841	4362	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.82
2842	4363	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.82
2843	4364	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.83
2844	4365	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.83
2845	4366	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.83
2846	4367	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.84
2847	4368	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.84
2848	4369	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.84

2849	4370	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.85
2850	4371	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.85
2851	4372	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.86
2852	4373	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.86
2853	4374	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.86
2854	4375	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.87
2855	4376	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.87
2856	4377	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.87
2857	4378	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.88
2858	4379	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.88
2859	4380	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.88
2860	4381	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.89
2861	4382	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.89
2862	4383	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.90
2863	4384	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.90
2864	4385	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.90
2865	4386	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.91
2866	4387	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.91
2867	4388	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.91
2868	4389	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.92
2869	4390	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.92
2870	4391	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.92
2871	4392	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.93
2872	4393	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.93
2873	4394	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.93
2874	4395	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.94
2875	4396	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.94
2876	4397	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.95
2877	4398	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.95
2878	4399	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.95
2879	4400	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.96
2880	4401	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.96
2881	4402	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.96
2882	4403	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.97
2883	4404	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.97
2884	4405	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.97
2885	4406	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.98
2886	4407	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.98
2887	4408	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.99
2888	4409	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.99
2889	4410	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 09.99
2890	4411	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 10.00
2891	4412	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 10.00
2892	4413	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 10.00
2893	4414	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 10.01
2894	4415	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 10.01
2895	4416	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 10.01
2896	4417	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 10.02
2897	4418	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 10.02
2898	4419	Monitor	Proposed	AQUIFER LEVELS	82 09 12.44	27 44 10.02
2899	4420	Monitor	Existing	AQUIFER LEVELS	82 02 58.49	27 30 36.61
2900	4421	Monitor	Existing	AQUIFER LEVELS	82 02 54.68	27 30 17.89
2901	4422	Monitor	Existing	AQUIFER LEVELS	82 02 35.44	27 30 00.63
2902	4423	Monitor	Existing	AQUIFER LEVELS	82 02 16.33	27 29 35.38
2903	4424	Monitor	Existing	AQUIFER LEVELS	82 01 15.57	27 32 38.33
2904	4425	Monitor	Existing	AQUIFER LEVELS	82 01 02.48	27 32 02.68
2905	4426	Monitor	Existing	AQUIFER LEVELS	82 26 47.47	27 30 55.78
2906	4427	Monitor	Existing	AQUIFER LEVELS	82 00 58.65	27 31 16.87

2907	4428	Monitor	Existing	AQUIFER LEVELS	81 58 44.34	27 31 06.36
2908	4429	Monitor	Existing	AQUIFER LEVELS	81 58 23.66	27 31 19.05
2909	4430	Monitor	Existing	AQUIFER LEVELS	81 58 38.21	27 31 45.09
2910	4431	Monitor	Existing	AQUIFER LEVELS	82 01 02.83	27 29 22.65
2911	4432	Monitor	Existing	AQUIFER LEVELS	82 01 02.77	27 29 38.62
2913	4434	Monitor	Existing	AQUIFER LEVELS	82 00 17.55	27 29 58.65
2914	4435	Monitor	Existing	AQUIFER LEVELS	81 59 15.29	27 29 34.31
2915	4436	Monitor	Existing	AQUIFER LEVELS	81 58 32.26	27 29 33.89
2916	4437	Monitor	Existing	AQUIFER LEVELS	81 59 28.39	27 29 57.31
2917	4438	Monitor	Existing	AQUIFER LEVELS	81 59 46.55	27 30 36.20
2918	4439	Monitor	Existing	AQUIFER LEVELS	82 00 05.17	27 30 38.47
2919	4440	Monitor	Existing	AQUIFER LEVELS	81 58 23.24	27 30 53.16
2920	4441	Monitor	Existing	AQUIFER LEVELS	82 01 43.29	27 33 27.47
2921	4442	Monitor	Existing	AQUIFER LEVELS	82 01 38.40	27 33 41.94
2922	4443	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.31
2923	4444	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.31
2924	4445	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.31
2925	4446	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.32
2926	4447	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.32
2928	4449	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.33
2935	4456	Monitor	Existing	AQUIFER LEVELS	82 01 37.46	27 32 50.60
2936	4457	Monitor	Existing	AQUIFER LEVELS	82 01 33.51	27 32 42.97
2937	4458	Monitor	Existing	AQUIFER LEVELS	82 01 23.56	27 32 11.38
2938	4459	Monitor	Existing	AQUIFER LEVELS	82 01 29.29	27 32 22.13
2939	4460	Monitor	Existing	AQUIFER LEVELS	82 00 37.03	27 29 07.36
2940	4461	Monitor	Existing	AQUIFER LEVELS	81 59 59.31	27 29 07.03
2941	4462	Monitor	Existing	AQUIFER LEVELS	81 59 29.88	27 29 06.80
2942	4463	Monitor	Existing	AQUIFER LEVELS	81 58 50.34	27 29 06.57
2943	4464	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.38
2944	4465	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.39
2945	4466	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.39
2946	4467	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.39
2947	4468	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.40
2948	4469	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.40
2949	4470	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.40
2950	4471	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.41
2951	4472	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.41
2952	4473	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.42
2953	4474	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.42
2954	4475	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.42
2955	4476	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.43
2956	4477	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.43
2957	4478	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.43
2958	4479	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.44
2961	4482	Monitor	Existing	AQUIFER LEVELS	81 57 55.70	27 29 08.45
2962	4483	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.45
2963	4484	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.46
2964	4485	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.46
2965	4486	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.46
2966	4487	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.47
2967	4488	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.47
2968	4489	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.47
2969	4490	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.48
2970	4491	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.48
2971	4492	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.48
2972	4493	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.49
2973	4494	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.49
2974	4495	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.49



3033	4554	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.71
3034	4555	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.71
3035	4556	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.71
3036	4557	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.72
3037	4558	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.72
3038	4559	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.73
3039	4560	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.73
3040	4561	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.73
3041	4562	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.74
3042	4563	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.74
3043	4564	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.74
3044	4565	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.75
3045	4566	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.75
3046	4567	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.75
3047	4568	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.76
3048	4569	Monitor	Proposed	AQUIFER LEVELS	81 57 55.70	27 29 08.76
3057	4578	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 51.66
3058	4579	Monitor	Existing	AQUIFER LEVELS	81 46 06.73	27 36 01.37
3059	4580	Monitor	Existing	AQUIFER LEVELS	81 46 07.91	27 35 48.00
3060	4581	Monitor	Existing	AQUIFER LEVELS	81 46 14.00	27 35 37.15
3061	4582	Monitor	Existing	AQUIFER LEVELS	81 46 15.66	27 35 22.22
3064	4585	Monitor	Existing	AQUIFER LEVELS	81 45 57.97	27 36 11.65
3066	4587	Monitor	Existing	AQUIFER LEVELS	81 46 05.00	27 35 31.61
3067	4588	Monitor	Existing	AQUIFER LEVELS	81 47 28.40	27 36 19.80
3068	4589	Monitor	Existing	AQUIFER LEVELS	81 47 36.67	27 36 04.09
3069	4590	Monitor	Existing	AQUIFER LEVELS	81 47 40.63	27 35 44.58
3070	4591	Monitor	Existing	AQUIFER LEVELS	81 47 47.53	27 35 17.36
3071	4592	Monitor	Existing	AQUIFER LEVELS	81 46 41.65	27 35 54.93
3072	4593	Monitor	Existing	AQUIFER LEVELS	81 44 35.70	27 37 25.17
3073	4594	Monitor	Existing	AQUIFER LEVELS	81 44 36.66	27 37 22.23
3074	4595	Monitor	Existing	AQUIFER LEVELS	81 44 45.30	27 37 15.25
3075	4596	Monitor	Existing	AQUIFER LEVELS	81 44 50.42	27 37 14.17
3076	4597	Monitor	Existing	AQUIFER LEVELS	81 45 12.96	27 37 00.44
3077	4598	Monitor	Existing	AQUIFER LEVELS	81 46 50.80	27 37 07.32
3078	4599	Monitor	Existing	AQUIFER LEVELS	81 46 53.46	27 36 57.76
3079	4600	Monitor	Existing	AQUIFER LEVELS	81 47 11.04	27 36 41.20
3080	4601	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 51.74
3083	4604	Monitor	Existing	AQUIFER LEVELS	81 47 35.26	27 37 16.17
3084	4605	Monitor	Existing	AQUIFER LEVELS	81 47 35.25	27 37 20.17
3088	4609	Monitor	Existing	AQUIFER LEVELS	81 46 04.44	27 35 17.35
3089	4610	Monitor	Existing	AQUIFER LEVELS	81 47 24.70	27 34 55.18
3090	4611	Monitor	Existing	AQUIFER LEVELS	81 47 04.38	27 35 00.18
3091	4612	Monitor	Existing	AQUIFER LEVELS	81 46 49.00	27 34 57.17
3092	4613	Monitor	Existing	AQUIFER LEVELS	81 46 02.81	27 35 13.58
3094	4615	Monitor	Existing	AQUIFER LEVELS	81 46 14.19	27 35 11.64
3095	4616	Monitor	Existing	AQUIFER LEVELS	81 46 40.35	27 36 51.79
3097	4618	Monitor	Existing	AQUIFER LEVELS	81 45 58.64	27 34 45.16
3098	4619	Monitor	Existing	AQUIFER LEVELS	81 45 43.37	27 34 38.17
3099	4620	Monitor	Existing	AQUIFER LEVELS	81 45 58.73	27 34 24.22
3100	4621	Monitor	Existing	AQUIFER LEVELS	81 46 17.66	27 34 24.09
3101	4622	Monitor	Existing	AQUIFER LEVELS	81 46 35.78	27 34 25.68
3102	4623	Monitor	Existing	AQUIFER LEVELS	81 46 15.77	27 34 03.90
3103	4624	Monitor	Existing	AQUIFER LEVELS	81 46 33.98	27 33 59.12
3104	4625	Monitor	Existing	AQUIFER LEVELS	81 46 31.13	27 34 13.38
3105	4626	Monitor	Existing	AQUIFER LEVELS	81 45 33.87	27 34 24.42
3106	4627	Monitor	Existing	AQUIFER LEVELS	81 45 23.31	27 34 48.82
3107	4628	Monitor	Existing	AQUIFER LEVELS	81 45 06.11	27 35 14.90
3108	4629	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.84

3109	4630	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 51.84
3110	4631	Monitor	Existing	AQUIFER LEVELS	81 45 14.19	27 35 04.10
3111	4632	Monitor	Existing	AQUIFER LEVELS	81 46 06.90	27 34 03.78
3112	4633	Monitor	Existing	AQUIFER LEVELS	81 47 29.29	27 34 45.18
3113	4634	Monitor	Existing	AQUIFER LEVELS	81 47 17.05	27 34 36.73
3114	4635	Monitor	Existing	AQUIFER LEVELS	81 45 08.63	27 37 21.29
3115	4636	Monitor	Existing	AQUIFER LEVELS	81 45 10.58	27 37 13.96
3116	4637	Monitor	Existing	AQUIFER LEVELS	81 45 32.76	27 37 02.40
3117	4638	Monitor	Existing	AQUIFER LEVELS	81 47 27.94	27 36 27.30
3118	4639	Monitor	Existing	AQUIFER LEVELS	81 47 20.11	27 35 15.99
3119	4640	Monitor	Existing	AQUIFER LEVELS	81 47 03.20	27 35 16.18
3121	4642	Monitor	Existing	AQUIFER LEVELS	81 46 28.20	27 35 16.24
3122	4643	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.89
3123	4644	Monitor	Existing	AQUIFER LEVELS	81 45 48.62	27 35 50.13
3124	4645	Monitor	Existing	AQUIFER LEVELS	81 45 41.68	27 35 50.43
3125	4646	Monitor	Existing	AQUIFER LEVELS	81 45 56.90	27 36 01.01
3126	4647	Monitor	Existing	AQUIFER LEVELS	81 45 49.77	27 36 26.23
3127	4648	Monitor	Existing	AQUIFER LEVELS	81 45 25.28	27 36 44.72
3128	4649	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 51.91
3129	4650	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.92
3130	4651	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.92
3132	4653	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.93
3133	4654	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.93
3134	4655	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.93
3135	4656	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.94
3136	4657	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.94
3137	4658	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.94
3138	4659	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.95
3139	4660	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.95
3140	4661	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.96
3141	4662	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.96
3142	4663	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.96
3143	4664	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.97
3144	4665	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 51.97
3145	4666	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 51.97
3146	4667	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 51.98
3147	4668	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 51.98
3148	4669	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 51.98
3149	4670	Monitor	Existing	AQUIFER LEVELS	81 44 47.63	27 36 54.23
3150	4671	Monitor	Existing	AQUIFER LEVELS	81 44 35.45	27 36 35.38
3151	4672	Monitor	Existing	AQUIFER LEVELS	81 45 08.16	27 36 52.40
3152	4673	Monitor	Existing	AQUIFER LEVELS	81 44 57.16	27 37 01.60
3153	4674	Monitor	Existing	AQUIFER LEVELS	81 44 23.24	27 37 02.41
3154	4675	Monitor	Existing	AQUIFER LEVELS	81 44 22.87	27 37 15.55
3155	4676	Monitor	Existing	AQUIFER LEVELS	81 44 04.53	27 37 22.27
3156	4677	Monitor	Existing	AQUIFER LEVELS	81 43 40.29	27 37 21.14
3157	4678	Monitor	Existing	AQUIFER LEVELS	81 45 08.30	27 35 38.40
3158	4679	Monitor	Existing	AQUIFER LEVELS	81 45 08.26	27 36 30.71
3159	4680	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.02
3160	4681	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 52.03
3161	4682	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.03
3162	4683	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.03
3163	4684	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.04
3164	4685	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.04
3165	4686	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.05
3166	4687	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.05
3167	4688	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.05
3168	4689	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.06

3169	4690	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.06
3170	4691	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.06
3171	4692	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.07
3172	4693	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.07
3173	4694	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.07
3174	4695	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.08
3175	4696	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.08
3176	4697	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.08
3177	4698	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.09
3178	4699	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.09
3179	4700	Monitor	Existing	AQUIFER LEVELS	81 43 49.47	27 37 01.63
3180	4701	Monitor	Existing	AQUIFER LEVELS	81 43 56.45	27 36 42.13
3181	4702	Monitor	Existing	AQUIFER LEVELS	81 44 15.99	27 36 38.79
3182	4703	Monitor	Existing	AQUIFER LEVELS	81 44 16.46	27 36 06.14
3183	4704	Monitor	Existing	AQUIFER LEVELS	81 43 39.80	27 35 49.79
3185	4706	Monitor	Existing	AQUIFER LEVELS	81 44 32.12	27 35 29.77
3186	4707	Monitor	Existing	AQUIFER LEVELS	81 43 59.97	27 35 29.72
3187	4708	Monitor	Existing	AQUIFER LEVELS	81 43 03.46	27 35 17.39
3188	4709	Monitor	Existing	AQUIFER LEVELS	81 42 10.81	27 34 45.45
3189	4710	Monitor	Existing	AQUIFER LEVELS	81 40 50.61	27 34 51.39
3190	4711	Monitor	Existing	AQUIFER LEVELS	81 40 43.04	27 35 30.78
3191	4712	Monitor	Existing	AQUIFER LEVELS	81 40 42.98	27 36 05.88
3192	4713	Monitor	Existing	AQUIFER LEVELS	81 44 39.07	27 35 17.10
3193	4714	Monitor	Existing	AQUIFER LEVELS	81 44 23.96	27 36 26.04
3194	4715	Monitor	Existing	AQUIFER LEVELS	81 43 27.91	27 36 53.37
3195	4716	Monitor	Existing	AQUIFER LEVELS	81 43 44.07	27 36 09.00
3196	4717	Monitor	Existing	AQUIFER LEVELS	81 43 35.09	27 35 17.64
3197	4718	Monitor	Existing	AQUIFER LEVELS	81 42 50.05	27 35 22.13
3198	4719	Monitor	Existing	AQUIFER LEVELS	81 42 42.33	27 35 19.61
3202	4723	Monitor	Existing	AQUIFER LEVELS	81 41 34.01	27 35 59.87
3203	4724	Monitor	Existing	AQUIFER LEVELS	81 41 27.31	27 35 56.52
3204	4725	Monitor	Existing	AQUIFER LEVELS	81 41 24.90	27 36 00.81
3205	4726	Monitor	Existing	AQUIFER LEVELS	81 40 42.91	27 35 45.46
3206	4727	Monitor	Existing	AQUIFER LEVELS	81 40 28.47	27 35 38.12
3207	4728	Monitor	Existing	AQUIFER LEVELS	81 41 00.92	27 34 31.58
3208	4729	Monitor	Existing	AQUIFER LEVELS	81 42 25.60	27 35 04.15
3209	4730	Monitor	Existing	AQUIFER LEVELS	81 41 42.01	27 36 09.33
3210	4731	Monitor	Existing	AQUIFER LEVELS	81 41 13.89	27 36 09.17
3212	4733	Monitor	Existing	AQUIFER LEVELS	81 42 03.24	27 34 24.92
3213	4734	Monitor	Existing	AQUIFER LEVELS	81 42 35.17	27 35 17.10
3214	4735	Monitor	Existing	AQUIFER LEVELS	81 40 43.65	27 35 09.98
3215	4736	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 52.23
3216	4737	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 52.23
3217	4738	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 52.23
3219	4740	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.24
3222	4743	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.25
3224	4745	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.26
3225	4746	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 52.26
3226	4747	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 52.26
3227	4748	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.35
3228	4749	Monitor	Proposed	AQUIFER LEVELS	81 46 40.40	27 36 52.08
3230	4751	Monitor	Proposed	AQUIFER LEVELS	81 46 40.34	27 36 52.30
3231	4752	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.33
3232	4753	Monitor	Proposed	AQUIFER LEVELS	81 46 40.32	27 36 52.34
3233	4754	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.38
3234	4755	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.33
3235	4756	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.35
3236	4757	Monitor	Proposed	AQUIFER LEVELS	81 46 40.34	27 36 52.35



3237	4758	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.30
3238	4759	Monitor	Proposed	AQUIFER LEVELS	81 46 40.34	27 36 52.34
3239	4760	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.40
3240	4761	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.38
3241	4762	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.35
3242	4763	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.37
3243	4764	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.36
3244	4765	Monitor	Proposed	AQUIFER LEVELS	81 46 40.40	27 36 52.40
3245	4766	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.33
3246	4767	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.39
3247	4768	Monitor	Proposed	AQUIFER LEVELS	81 46 40.34	27 36 52.37
3248	4769	Monitor	Proposed	AQUIFER LEVELS	81 46 40.40	27 36 52.38
3249	4770	Monitor	Proposed	AQUIFER LEVELS	81 46 40.34	27 36 52.43
3250	4771	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.37
3251	4772	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.46
3252	4773	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.38
3253	4774	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.41
3254	4775	Monitor	Proposed	AQUIFER LEVELS	81 46 40.41	27 36 52.43
3255	4776	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.42
3256	4777	Monitor	Proposed	AQUIFER LEVELS	81 46 40.40	27 36 52.41
3257	4778	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.39
3258	4779	Monitor	Proposed	AQUIFER LEVELS	81 46 40.30	27 36 52.41
3259	4780	Monitor	Proposed	AQUIFER LEVELS	81 46 40.45	27 36 52.61
3260	4781	Monitor	Proposed	AQUIFER LEVELS	81 46 40.34	27 36 52.40
3261	4782	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.46
3262	4783	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.45
3263	4784	Monitor	Proposed	AQUIFER LEVELS	81 46 40.40	27 36 52.42
3264	4785	Monitor	Proposed	AQUIFER LEVELS	81 46 40.45	27 36 52.49
3265	4786	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.47
3266	4787	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.51
3267	4788	Monitor	Proposed	AQUIFER LEVELS	81 46 40.34	27 36 52.43
3268	4789	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.50
3269	4790	Monitor	Proposed	AQUIFER LEVELS	81 46 40.41	27 36 52.52
3270	4791	Monitor	Proposed	AQUIFER LEVELS	81 46 40.32	27 36 52.47
3271	4792	Monitor	Proposed	AQUIFER LEVELS	81 46 40.38	27 36 52.50
3272	4793	Monitor	Proposed	AQUIFER LEVELS	81 46 40.32	27 36 52.46
3273	4794	Monitor	Proposed	AQUIFER LEVELS	81 46 40.43	27 36 52.49
3274	4795	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.44
3275	4796	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.44
3276	4797	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.44
3277	4798	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.45
3278	4799	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.45
3279	4800	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.46
3280	4801	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.46
3281	4802	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.46
3282	4803	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.47
3283	4804	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.47
3284	4805	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.47
3285	4806	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.48
3286	4807	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.48
3287	4808	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.48
3288	4809	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.49
3289	4810	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.49
3290	4811	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.50
3291	4812	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.50
3292	4813	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.50
3293	4814	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.51
3294	4815	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.51

3295	4816	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.51
3296	4817	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.52
3297	4818	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.52
3298	4819	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.52
3299	4820	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.53
3300	4821	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.53
3301	4822	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.53
3302	4823	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.54
3303	4824	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.54
3304	4825	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.55
3305	4826	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.55
3306	4827	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.55
3307	4828	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.56
3308	4829	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.56
3309	4830	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.56
3310	4831	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.57
3311	4832	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.57
3312	4833	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.57
3313	4834	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.58
3314	4835	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.58
3315	4836	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.59
3316	4837	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.59
3317	4838	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.59
3318	4839	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.60
3319	4840	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.60
3320	4841	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.60
3321	4842	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.61
3322	4843	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.61
3323	4844	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.61
3324	4845	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.62
3325	4846	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.62
3326	4847	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.62
3327	4848	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.63
3328	4849	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.63
3329	4850	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.64
3330	4851	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.64
3331	4852	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.64
3332	4853	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.65
3333	4854	Monitor	Existing	AQUIFER LEVELS	81 44 01.85	27 37 38.23
3334	4855	Monitor	Existing	AQUIFER LEVELS	81 44 14.41	27 37 38.18
3335	4856	Monitor	Existing	AQUIFER LEVELS	81 44 25.87	27 37 33.49
3336	4857	Monitor	Existing	AQUIFER LEVELS	81 44 36.11	27 37 31.00
3337	4858	Monitor	Existing	AQUIFER LEVELS	81 45 38.27	27 36 54.95
3338	4859	Monitor	Existing	AQUIFER LEVELS	81 45 38.27	27 36 48.32
3339	4860	Monitor	Existing	AQUIFER LEVELS	81 45 48.70	27 36 47.68
3340	4861	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.68
3341	4862	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 52.68
3342	4863	Monitor	Existing	AQUIFER LEVELS	81 46 40.36	27 36 52.68
3343	4864	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.69
3344	4865	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.69
3345	4866	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.69
3346	4867	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.70
3347	4868	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.70
3348	4869	Monitor	Proposed	AQUIFER LEVELS	81 46 40.36	27 36 52.70
3349	4870	Monitor	Existing	AQUIFER LEVELS	82 04 20.31	27 30 12.97
3350	4871	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 12.97
3351	4872	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 12.98
3352	4873	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 12.98

3353	4874	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 12.99
3354	4875	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 12.99
3355	4876	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 12.99
3356	4877	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.00
3357	4878	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.00
3358	4879	Monitor	Existing	AQUIFER LEVELS	82 03 36.93	27 29 28.58
3359	4880	Monitor	Existing	AQUIFER LEVELS	82 04 20.31	27 30 13.01
3360	4881	Monitor	Existing	AQUIFER LEVELS	82 04 20.31	27 30 13.01
3361	4882	Monitor	Existing	AQUIFER LEVELS	82 04 20.31	27 30 13.01
3362	4883	Monitor	Existing	AQUIFER LEVELS	82 04 20.31	27 30 13.02
3363	4884	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.02
3364	4885	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.02
3365	4886	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.03
3366	4887	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.03
3367	4888	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.04
3368	4889	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.04
3369	4890	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.04
3370	4891	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.05
3371	4892	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.05
3372	4893	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.05
3373	4894	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.06
3374	4895	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.06
3375	4896	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.06
3376	4897	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.07
3377	4898	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.07
3378	4899	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.08
3379	4900	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.08
3380	4901	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.08
3381	4902	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.09
3382	4903	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.09
3383	4904	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.09
3384	4905	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.10
3385	4906	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.10
3386	4907	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.10
3387	4908	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.11
3388	4909	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.11
3389	4910	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.11
3390	4911	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.12
3391	4912	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.12
3392	4913	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.13
3393	4914	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.13
3394	4915	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.13
3395	4916	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.14
3396	4917	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.14
3397	4918	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.14
3398	4919	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.15
3399	4920	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.15
3400	4921	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.15
3401	4922	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.16
3402	4923	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.16
3403	4924	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.17
3404	4925	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.17
3405	4926	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.17
3406	4927	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.18
3407	4928	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.18
3408	4929	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.18
3409	4930	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.19
3410	4931	Monitor	Proposed	AQUIFER LEVELS	82 04 20.31	27 30 13.19









3643	5164	Monitor	Proposed	AQUIFER LEVELS	82 03 17.02	27 15 09.72
3644	5165	Monitor	Proposed	AQUIFER LEVELS	82 03 17.02	27 15 09.73
3645	5166	Monitor	Proposed	AQUIFER LEVELS	82 03 17.02	27 15 09.73
3646	5167	Monitor	Proposed	AQUIFER LEVELS	82 03 17.02	27 15 09.73
3647	5168	Monitor	Proposed	AQUIFER LEVELS	82 03 17.02	27 15 09.74
3648	162SG	Monitor	Existing	WETLAND WATER LEVEL	82 04 09.31	27 36 30.78
3649	163	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.47	27 36 34.74
3650	164	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.47	27 36 34.75
3651	165	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.47	27 36 34.75
3652	166	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.47	27 36 34.75
3653	167	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.47	27 36 34.76
3654	168	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.51
3655	169	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.51
3656	170	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.51
3657	171	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.52
3658	172	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.52
3659	173	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.53
3660	174	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.53
3661	177	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.54
3662	178	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.54
3663	179	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.55
3664	180	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.55
3665	181	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.55
3666	182	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 11 56.88	27 41 42.56
3667	183	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 12 17.43	27 36 27.84
3668	184	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 12 17.43	27 36 27.84
3669	185	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 12 17.43	27 36 27.85
3670	186	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 12 17.43	27 36 27.85
3671	187	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 12 17.43	27 36 27.85
3672	188	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 12 17.43	27 36 27.86
3673	189	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 12 17.43	27 36 27.86
3674	190	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 12 17.43	27 36 27.86
3675	191	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 12 17.43	27 36 27.87
3676	192	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 12 17.43	27 36 27.87
3677	193	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 52 24.68	27 46 57.86
3678	194	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 52 24.68	27 46 57.86
3679	195	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 52 24.68	27 46 57.86
3680	196	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 52 24.68	27 46 57.87
3681	197	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.26
3682	198	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.26
3683	199	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.27
3684	200	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.27
3685	201	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.27
3686	202	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.28
3687	203	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.28
3688	204	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.28
3689	205	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.29
3690	206	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.29
3691	207	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.29
3692	208	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.30
3693	209	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.30
3694	210	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.31
3695	211	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 09 49.32	27 44 32.31
3696	212	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.70
3697	213	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.71
3698	214	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.71
3699	215	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.72
3700	216	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.72



3701	217	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.72
3702	218	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.73
3703	219	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.73
3704	220	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.73
3705	221	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.74
3706	222	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.74
3707	223	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.74
3708	224	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.75
3709	225	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.75
3710	226	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.75
3711	227	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.76
3712	228	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.76
3713	229	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.77
3714	230	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.77
3715	231	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 58 06.84	27 29 00.77
3716	232	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.72
3717	233	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.72
3718	234	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.73
3719	235	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.73
3720	236	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.73
3721	237	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.74
3722	238	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.74
3723	239	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.74
3724	240	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.75
3725	241	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.75
3726	242	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.76
3727	243	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.76
3728	244	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.76
3729	245	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.77
3730	246	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.77
3731	247	Staff Gauge	Existing	WETLAND WATER LEVEL	82 04 48.73	27 55 07.97
3732	248	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.78
3733	249	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.78
3734	250	Staff Gauge	Existing	WETLAND WATER LEVEL	81 47 14.02	27 36 44.78
3735	251	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.79
3736	252	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.79
3737	253	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.79
3738	254	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.80
3739	255	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.80
3740	256	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.81
3741	257	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.81
3742	258	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.81
3743	259	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.82
3744	260	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.82
3745	261	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.82
3746	262	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.83
3747	263	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.83
3748	264	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.83
3749	265	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.84
3750	266	Staff Gauge	Proposed	WETLAND WATER LEVEL	81 47 14.02	27 36 44.84
3751	267	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.08
3752	268	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.08
3753	269	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.08
3754	270	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.09
3755	271	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.09
3756	272	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.09
3757	273	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.10
3758	274	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.10

3759	275	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.11
3760	276	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.11
3761	277	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.11
3762	278	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.12
3763	279	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.12
3764	280	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.12
3765	281	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.13
3766	281	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.13
3767	283	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.13
3768	284	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.14
3769	285	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.14
3770	286	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 33.32	27 30 37.14
3771	287	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.19
3772	288	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.19
3773	289	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.19
3774	290	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.20
3775	291	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.20
3776	292	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.20
3777	293	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.21
3778	294	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.21
3779	295	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.21
3780	296	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.22
3781	297	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.22
3782	298	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.23
3783	299	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.23
3784	300	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.23
3785	301	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.24
3786	302	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.24
3787	303	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.24
3788	304	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.25
3789	305	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.25
3790	306	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.25
3791	307	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.26
3792	308	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.26
3793	309	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.27
3794	310	Staff Gauge	Proposed	WETLAND WATER LEVEL	82 03 18.90	27 14 36.27
3795	311	Staff Gauge	Existing	WETLAND WATER LEVEL	82 03 18.90	27 14 36.27
3796	791	Monitor	Proposed	AQUIFER LEVELS	81 55 19.63	27 52 56.95
4000	RG 2	Monitor	Existing	RAINFALL	82 02 07.65	27 39 48.25
4001	RG 4	Monitor	Existing	RAINFALL	82 02 07.64	27 39 48.24
4002	RG 8	Monitor	Existing	RAINFALL	82 02 07.64	27 39 48.23
4003	RG 38	Monitor	Existing	RAINFALL	82 02 07.62	27 39 48.22
4004	RG 62	Monitor	Existing	RAINFALL	82 02 07.61	27 39 48.21
4189	MW-F102	Monitor	Proposed	AQUIFER PARAMETERS	81 55 29.86	27 51 36.75
4464	4464	Monitor	Proposed		81 59 05.62	27 29 49.15
4465	4465	Monitor	Proposed		81 59 23.59	27 30 16.59
4466	4466	Monitor	Proposed		81 59 25.86	27 30 35.86
4467	4467	Monitor	Proposed		81 58 39.86	27 30 51.43
4468	4468	Monitor	Proposed		81 57 49.66	27 30 33.58
4469	4469	Monitor	Proposed		81 57 49.67	27 30 14.29
4470	4470	Monitor	Proposed		81 57 49.67	27 29 53.93
4471	4471	Monitor	Proposed		81 58 04.84	27 29 34.50
2277	100SG	Staff Gauge	Existing	Surface Water Levels		
2279	104SG	Staff Gauge	Existing	Surface Water Levels		
2280	105SG	Staff Gauge	Existing	Surface Water Levels		
2282	115SG	Staff Gauge	Existing	Surface Water Levels		
2283	116SG	Staff Gauge	Existing	Surface Water Levels		
2284	117SG	Staff Gauge	Existing	Surface Water Levels		

2285	118SG	Staff Gauge	Existing	Surface Water Levels
2288	121SG	Staff Gauge	Existing	Surface Water Levels
2289	122SG	Staff Gauge	Existing	Surface Water Levels
2290	123SG	Staff Gauge	Existing	Surface Water Levels
2291	127SG	Staff Gauge	Existing	Surface Water Levels
2294	130SG	Staff Gauge	Existing	Surface Water Levels
2299	135SG	Staff Gauge	Existing	Surface Water Levels
2300	15SG	Staff Gauge	Existing	Surface Water Levels
2302	161SG	Staff Gauge	Existing	Surface Water Levels
2304	175SG	Staff Gauge	Existing	Surface Water Levels
2305	176SG	Staff Gauge	Existing	Surface Water Levels
2309	53SG	Staff Gauge	Existing	Surface Water Levels
2310	54SG	Staff Gauge	Existing	Surface Water Levels
2311	55SG	Staff Gauge	Existing	Surface Water Levels
2312	58SG	Staff Gauge	Existing	Surface Water Levels
2313	62SG	Staff Gauge	Existing	Surface Water Levels
2314	65SG	Staff Gauge	Existing	Surface Water Levels
2317	68SG	Staff Gauge	Existing	Surface Water Levels
2322	75SG	Staff Gauge	Existing	Surface Water Levels
2323	76SG	Staff Gauge	Existing	Surface Water Levels
2324	77SG	Staff Gauge	Existing	Surface Water Levels
2328	84SG	Staff Gauge	Existing	Surface Water Levels
2329	85SG	Staff Gauge	Existing	Surface Water Levels
2330	86SG	Staff Gauge	Existing	Surface Water Levels
2331	87SG	Staff Gauge	Existing	Surface Water Levels
2332	88SG	Staff Gauge	Existing	Surface Water Levels
2334	91SG	Staff Gauge	Existing	Surface Water Levels
2335	92SG	Staff Gauge	Existing	Surface Water Levels
2336	93SG	Staff Gauge	Existing	Surface Water Levels
2337	94SG	Staff Gauge	Existing	Surface Water Levels
2338	95SG	Staff Gauge	Existing	Surface Water Levels
2341	98SG	Staff Gauge	Existing	Surface Water Levels
2342	99SG	Staff Gauge	Existing	Surface Water Levels
3819		Monitor	Proposed	

**Exhibit E**  
**Environmental**  
**Management Plan (EMP)**

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# **Mosaic™**



Mosaic Fertilizer, LLC

WUP No. 20011400.033

Environmental Management Plan

January 25, 2012

Updated February 22, 2023

**Mosaic Fertilizer, LLC  
Water Use Permit No. 20011400.033  
Environmental Management Plan  
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## Environmental Management Plan

### Introduction

Mosaic submitted an application to the Southwest Florida Water Management District (the District) on June 23, 2006, to renew and consolidate the existing Water Use Permits (WUP) associated with Mosaic's ongoing mining, mineral processing and fertilizer manufacturing operations. The purpose of the integrated WUP is to enhance regulatory compliance, resource management, conservation, and overall system integration and sustainability. In response to this application, the District requested additional information including this Environmental Management Plan (EMP). Implementation of the EMP will provide reasonable assurance that the District's Water Use Permit Application Criteria and the Conditions for Issuance in Chapter 40D-2, F.A.C., and the Water Use Permit Basis of Review incorporated therein by reference, are met through the duration of the WUP. The EMP provides reasonable assurance that the water table will be managed adjacent to and within protected environmental features so as to comply with the applicable performance standards set forth in Section 4.2 of the WUP Basis of Review.

Due to significant interaction between Mosaic and District staff, numerous enhancements to the industry's historical approach to water table management have been developed and implemented herein. A substantial number of these enhancements have already occurred in advance of this EMP, including:

- Investment in the installation of widespread water table monitoring networks to ensure a minimum of two years of pre-mining data collection at each future mine area (the EMP will require the collection of a baseline data set, typically four years of data).
- Hiring of a hydrogeologist to assist Mosaic's operations personnel in the design of future mitigation plans.
- Detailed investigation of the overburden lithology and hydrogeologic characteristics along the boundary of future mining areas.
- Use of SEEP/W modeling software and data on site specific characteristics of each site to design appropriate ground water mitigation systems.
- Implementation of weekly perimeter inspections which focus on the operating levels, water quality, and condition of recharge systems across Mosaic's active mining areas.
- Completion of three pilot studies to investigate and demonstrate the efficacy of water table management approaches to be used in this EMP.

This EMP is designed to accomplish four overall tasks:

1. Prevention - identify the measures that will be used to prevent Adverse Impacts to protected environmental features, water resources, off-site land uses, and existing legal uses.
2. Monitoring - define the pre-mining, during mining, and post-mining monitoring necessary to ensure that potential concerns are identified before Adverse Impacts result.
3. Corrective Action - provide a framework and approach to undertake specified corrective actions to address identified problems.
4. Reporting - define the reporting requirements.

The following provides details on each component of the EMP. Mosaic will, to the greatest extent practicable, follow the procedures outlined in the EMP. Where deviations from the EMP are required due to unforeseen circumstances, or site specific considerations, Mosaic will work with the District to develop and implement alternative approaches and solutions.

## Definitions

As used with respect to this EMP, the following terms are defined as follows:

**Activities with the potential to adversely impact the surficial aquifer system (SAS)** – Activities that may dewater or otherwise withdraw water from the SAS such as Best Management Practices (BMP) construction, water table maintenance ditch construction, dewatering well operation, or secondary pit dewatering,

**Adverse Impacts** – Impacts to protected environmental features resulting from the withdrawals authorized by this Integrated Water Use Permit, that are not short term impacts (e.g., one wet/dry season or less) and which fail to meet the environmental performance standards contained in Section 4 of the District's WUP Basis of Review.

**Baseline Data Set** – Minimum of four years of SAS data collected prior to any Mine Activities, as defined herein. Alternatives to the use of a four year baseline data collection period are addressed in section 6.0 below.

**Baseline Monitoring Period** – Typically a four year period of monitoring, or as may otherwise be developed by Mosaic and the District on a site specific basis.

**Drawdown** – A relative term to describe the vertical distance that the elevation of the water table in the surficial aquifer, or the pressure head of the potentiometric surface of a confined aquifer, is lowered due to the removal of water from that hydrologic system.

**Drawdown Mitigation Agreement (DMA)** – An agreement between Mosaic and a property owner within the Mandatory Mitigation Distance, as measured outward from Mosaic's property boundary, which satisfies the requirement that offsite land uses or existing legal uses are not adversely impacted, or are properly resolved, on such properties where no protected environmental features exist. Mosaic may seek to obtain a DMA on a case-by-case basis and where applicable. All executed Agreements will run with the land, and will be recorded with the Clerk of the Circuit Court in the county in which the property is located.

**Existing Legal Use** – A permitted current use of the water resource in accordance with Rule 40D-2.041, F.A.C., permitting thresholds, and Rule 40D-2.051, F.A.C., exemptions.

**External Trigger** – The water level and duration which requires Mosaic to notify the District and initiate investigative measures and take corrective actions, if necessary. This trigger is reached during the dry season (October through May) when the measurement at specified piezometers is less than the dry season P95 value for a period of three consecutive weekly monitoring events. The external trigger is reached during the wet season (June through September) when the measurement at specified piezometers is less than the wet season P95 value for a period of two consecutive weekly monitoring events.

**Historic Range** – The range of water levels observed at a monitoring location(s) during the baseline monitoring period that reflects pre-project conditions, and which shall constitute the normal range of water levels for determining compliance with the performance standards outlined in Section 4.2 of the District's WUP Basis of Review. As appropriate, Mosaic may augment this data with other information or analysis which accounts for the range of values present under current or pre-project hydrologic/climatic conditions so as to establish a more reliable range of historic water table levels.



**Hydrograph** – A graphical representation of SAS water level fluctuations over time, where SAS water levels are expressed as the elevation in feet referenced to a specified vertical datum.

**Internal Trigger** – The water level and duration which requires Mosaic to initiate investigative measures and take corrective actions if necessary. This trigger occurs immediately upon specified piezometer's water level range dropping below the P95 elevation for the appropriate season.

**Mandatory Mitigation Distance (MMD)** –The minimum distance between Mine Activities (as defined below) and a protected environmental feature or property boundary where if the minimum distance is not maintained, a Site Specific Drawdown Mitigation Plan is required. The MMD will be used to determine when the implementation of a Site Specific Drawdown Mitigation Plan is to be initiated, and defines distances beyond which a Site Specific Drawdown Mitigation Plan is not required.

**Mine Activities** – Dewatering or other water use activities by Mosaic within the District's WUP jurisdiction that have the potential to cause Adverse Impacts. This excludes building roads, power lines, and other activities unrelated to water use that do not affect water levels within the SAS, and are not within the District's WUP jurisdiction.

**Mitigation** – To make or become less severe or intense. With respect to Water Use Permitting, mitigation includes the measures and actions provided to offset, lessen, rectify or prevent Adverse Impacts to the environment, water resources, existing land use, or legal users of the water resources.

**P50 Wet Season Value** – The percentile ranking represented by the elevation of the water level in the SAS that is equaled or exceeded 50% of the time during the wet season, calculated from the baseline data set.

**P95 Exceedance Value** – The percentile ranking represented by the elevation of the water level in the SAS that is equaled or exceeded 95% of the time during the appropriate season calculated from the baseline data set. P95 exceedance values will be determined for both the wet season (June – September) and dry season (October – May) at each monitoring point based on the water levels observed at the location during the baseline monitoring period.

**Piezometer** – A shallow monitoring well installed in the SAS for the purpose of monitoring water levels.

**Protected Environmental Features** – Include wetlands, lakes, and streams, etc., as identified in Chapter 40D-2, F.A.C. and the District's Water Use Permit Basis of Review that have been specifically identified as areas that are to be protected against Adverse Impacts from dewatering or other activities permitted by the District. These include areas not permitted to be mined or impacted.

**SAS Monitoring Plan (SASMP)** – The document which identifies the SAS monitoring locations for a particular mine area. The SASMP is part of the two-step pre-mining process consisting of the SAS Monitoring Plan and Site Specific Drawdown Mitigation Plan.

**Secondary Pit Dewatering** – The removal of water from a previously mined area, typically conducted by setting pumps on a float in the open mine cut and pumping the water out to the mine water recirculation system. Secondary pit dewatering is typically used to prepare old mine cuts for the construction of a new clay settling area.

**SAS Baseline Well** – A piezometer, installed in the SAS, in areas with no imminent mining, for the purpose of monitoring water levels and establishing long term water level data for mining areas not included in the

current mine plan that may be used to supplement baseline monitoring data in water use permitting activities within the jurisdiction of the District's WUP Program.

**Site Specific Drawdown Mitigation Plan (SSDMP)** – The document which proposes one or more techniques to prevent, offset, or otherwise mitigate for a deviation of SAS water levels from historic ranges due to Mine Activities for a particular mine area. The SSDMP is part of the two-step pre-mining process consisting of the SAS Monitoring Plan and the Site Specific Drawdown Mitigation Plan.

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## **Task 1 - Prevention**

### **Section 1.0 – Mandatory Mitigation Distance (MMD)**

#### **Background**

Depending on the characteristics of the site where phosphate matrix is to be mined, the mining process will usually require some form of dewatering of the SAS. Typically, pre-mining dewatering activities are conducted to ensure ground stability and to ensure mine cuts are sufficiently free of water to allow the mining equipment to operate safely and efficiently. Effective dewatering of the mining area also enables the operator to visually evaluate the depth and extent of the mineral reserve and maximize resource recovery. Dewatering activities have the potential to result in drawdown of the SAS. The extent of the drawdown is dependent on a number of factors including the overall depth of mining, the overburden thickness, the duration of the dewatered open cut, and the hydrogeologic characteristics of the overburden soils, including but not limited to, the absence or presence of aquicludes and/or aquitards and the vertical and horizontal hydraulic conductivity of the overburden soils.

For this reason, an approach has been developed to define a Mandatory Mitigation Distance (MMD) (formerly referred to as the “setback” distance) for each mine site. The MMD will be used to determine when the implementation of a Site-Specific Drawdown Mitigation Plan (SSDMP) is required. Dewatering activities outside of the MMD are presumed not to cause impacts.

Since Mine Activities encompass a broad range of hydrogeologic and other site specific characteristics, the MMD must be, to a certain extent, site specific. Determination of the MMD must also be conservative to ensure that it represents the full potential extent of SAS drawdown that could occur in the absence of mitigation measures.

#### **Methodology for Establishment**

Mosaic uses site specific field data and a detailed engineering analysis of the potential, unmitigated SAS drawdown at a site. A transient flow seepage analysis will be accomplished through the use of the computer application SEEP/W, developed by GEO-SLOPE International LTD, or other mutually agreed upon method to determine the maximum extent of dewatering drawdown influence in the SAS.

The Permittee shall use a 0.5-foot and greater cumulative drawdown in the SAS from the groundwater model and dewatering modeling as a guide for determining when the MMD process contained within the EMP is to be implemented. Numerical modeling is preferred over analytical models for determining the estimated range of drawdowns to occur from mining and dewatering. However, as updated models and other techniques are made available, these shall be taken into consideration for use.

A stratigraphic cross section will be developed adjacent to environmental features/property boundaries for determining the depth of overburden and matrix, and to develop stratigraphic profiles from land surface down to the bottom of the mineable matrix. Prospecting data is suitable for use in determining depth of overburden and matrix. Split spoon, continuous coring, or another generally accepted geotechnical investigation technique shall be the preferred methods for developing the stratigraphic profile from land surface to the top of the matrix.

Once the stratigraphic profile of the surficial aquifer has been determined, field derived hydraulic conductivity measurements will be input in the seepage model for the differing SAS stratigraphic units and cast overburden (if present) in the model. The determination of the MMDs for each mine area will be based on the results of the approved modeling technique as set forth below or such other appropriate techniques

agreed to by Mosaic and the District. The development of more area-specific MMDs within each mining area may be required to account for more localized hydrogeologic conditions. At Mosaic’s discretion, Mosaic may conduct additional analyses specific to certain areas and present these results to the District for approval, which may refine the MMDs.

#### Procedure

The MMD will be used to identify when a SSDMP must be initiated. A SSDMP will be required in specified areas where Mine Activities take place within the MMD established for property boundaries and/or protected environmental features. In those cases where protected environmental features are not present within the MMD, Mosaic will evaluate the presence/absence of existing legal users in the SAS that fall within the MMD (measured outward from the property boundary) and may elect to seek a Drawdown Mitigation Agreement (DMA) from the adjacent landholder(s) for a specified portion of the adjacent property on the Mosaic Project boundary. A description of the DMA and guidelines for its use are detailed in Section 2.0 below. Mosaic will implement drawdown mitigation measures along all property boundaries unless a DMA is obtained.

#### Established Mandatory Mitigation Distances

MMDs have been established for specific mine areas. Within six months from the date of issuance of the integrated WUP, the Permittee shall begin implementing the established MMDs for those areas where the Permittee is dewatering within those distances.

The following MMDs have been established and are located as depicted in Appendix D.

<u>Mine Location</u>	<u>MMD (Feet)</u>
1. Four Corners – Lonesome	2,250
2. Four Corners – West Hillsborough	1,675
3. Four Corners – West Manatee	1,800
4. Four Corners – Altman	1,355
5. Hookers Prairie	1,580
6. Ona	2,890
7. South Ft. Meade	1,420
8. South Ft, Meade – Eastern Reserves	1,700
9. South Ft. Meade – Eastern Extension	2,600
10. Wingate – Manson Jenkins	2,790

### **Section 2.0 – Guidelines for the Use of the Drawdown Mitigation Agreement**

#### Background

Consistent with the District's rules, Mosaic works and cooperates with adjacent property owners within the MMD to obtain DMAs which satisfy the requirement that offsite land uses or existing legal uses are not adversely impacted or are satisfactorily resolved on such adjacent properties where no protected environmental features exist. Mosaic will continue to exercise this option with an agreement utilizing the template attached hereto as Attachment A.

#### Methodology

On a case-by-case basis, and where allowable in the absence of off-site protected environmental features, Mosaic may seek to obtain a DMA from the property owner. All executed DMAs will run with the land, and will be recorded in the public record in the county where the subject property is located. Copies of all

executed DMAs will be kept on file by Mosaic. Properties encompassed by a DMA shall be clearly delineated on Mosaic's Annual Mine Plans, SASMPs, and SSDMPs, where applicable.

#### Procedure

In those areas where protected environmental features are not present within a distance equivalent to the MMD, measured outward from the Mosaic property boundary, Mosaic will determine the presence / absence of existing legal users of water utilizing the SAS. Mosaic may elect to execute a DMA with the adjacent landholder(s) for that portion of the property boundary. If a waiver cannot be obtained, Mosaic will be required to implement the SAS drawdown mitigation measures outlined in this EMP.

### **Section 3.0 – Surficial Aquifer System Management Techniques**

Prior to initiating Mine Activities adjacent to any protected environmental features and/or offsite property boundaries, Mosaic will implement a two-step pre-mining process consisting of 1) submittal of a proposed SASMP including site specific stratigraphic borings and cross-section profiles, and 2) submittal of a SSDMP, the components of which are listed in Appendix E. The design will be based upon the site-specific geologic investigation and the specific mine techniques required by the Environmental Resource Permit or other approval (e.g., mine cut orientation, overburden back cast vs. no overburden back cast, etc.). This information will be used in SEEP/W, or other agreed upon model to achieve a design that provides reasonable assurance that SAS water levels will be managed within the range described herein. In cooperation with the District, Mosaic shall develop each SSDMP, which the District shall review and either approve or request additional information within 30 days of submittal. In the event the District does not provide a response within 30 days, Mosaic may proceed with implementation of the SSDMP. SSDMP techniques include ongoing training for appropriate staff and may consist of, but are not necessarily limited to, one or more of the following, used individually or in combination:

- Water table maintenance ditches
- Mine-cut orientation and timing
- Back-casting (where site conditions and/or permit conditions allow)
- Land surface/direct application (uplands)
- Underground/SAS injection
- Accelerated backfill timing
- Accelerated and/or increased flooding of mine cuts
- Direct Mitigation of Wetlands, as approved by the District
- Alternative operational or mining techniques

## Task 2 – Monitoring

### Section 4.0 – Surficial Aquifer System Monitoring Plan Requirements

#### Background

A SASMP will be designed for each mine area to ensure that Mosaic has sufficient information and coverage to effectively define, manage and respond to Adverse Impacts to protected environmental features and existing legal uses. Each SASMP will include the following components:

- Investigation of surficial aquifer lithology prior to installation of the monitoring network
- Installation of a piezometer network sufficient to detect changes in any or all layers of the SAS (including nested monitor wells in the presence of aquicludes)
- Collection of a baseline data set which includes at least four years of baseline SAS monitoring data, ending when Mine Activities occur within the MMD
  - o Monthly monitoring prior to any Mine Activities within the MMD
  - o Weekly monitoring when active Mine Activities begin within the MMD relative to any SASMP monitor well location
- Placement and spacing of piezometers will be dictated by landforms and protected environmental areas and must be at a depths and locations sufficient to accurately monitor the SAS at that location.

#### Procedure – SAS Monitoring Plan(s)

Mosaic will propose a specific SASMP for each new mining area. Plans will be submitted to the District with sufficient time to ensure that the monitoring plan can be reviewed, approved, and implemented, but in any event no less than 30 days prior to the planned implementation of the SASMP. Areas to be mined where four years of baseline data is not available, may require additional monitoring network enhancements to fully assess and understand the site specific hydrology. These occurrences will be evaluated on a case-by-case basis, in conjunction with the District to determine an acceptable substitute for the four years of baseline monitoring data and determination of historic water level ranges. For those areas of the monitoring network for which four years of data are not available, or the use of which is not otherwise appropriate, Mosaic will work with the District to evaluate the available data set for appropriateness of use. If it is determined that the data set is not sufficient to determine the historic range of water levels, then Mosaic will coordinate with the District to identify other appropriate reference sites to be used for comparison with the sites within the MMD area, or some other alternative method approved by the District.

Networks will be monitored on a monthly basis. Monitoring frequency will be increased to weekly where Mine Activities begin within the MMD. Monitoring is required throughout the course of Mine Activities. Monitoring shall conclude when Mine Activities cease and the water levels have maintained the P50 elevation for consecutive wet and dry seasons in a representative set of monitoring locations based upon reasonable scientific judgment.

## **Section 5.0 – Qualitative/Quantitative Monitoring Requirements**

### Background:

Monitoring will focus on the potential of Mine Activities to adversely impact protected environmental features and existing legal uses of water.

The SASMP is intended to assure that the performance standards are met by maintaining the historic range of SAS water levels during Mine Activities.

In addition to SAS monitoring, wetland vegetative composition, soils, and other physical wetland features will be monitored annually. The goal of this additional monitoring is to provide an ongoing qualitative description of each protected wetland system to identify potential changes through the course of Mine Activities. This information can be used to assure the primary goal of protecting wetland functions and values.

A monitoring transect will be established at protected wetland areas in a portion of the wetland that is representative of the entire system to accurately assess the functions of each wetland system. Multiple transects may be established within a wetland system if warranted by site conditions and/or mine plan. Transects will be established as a straight line extending perpendicular to the wetland edge from a piezometer or from the wetland edge (outside the piezometer) if the piezometer was installed within a wetland as established in the field. Transects will continue along this line into the wetland for 300-feet, unless the wetland center (deepest portion) is reached first. Transect locations will be selected by Mosaic and presented in the SASMP for District approval. Permanent photostations and a permanent soil monitoring station will be established during transect setup. Permanent photostations will be established along the transect at distances that allow adequate photographic coverage of the transect. Photostations will be a maximum of 50 feet apart. The permanent soil monitoring station will be established along the transect in a location that has adequate soil composition to monitor potential subsidence. At each transect, the Environmental Transect Monitoring (ETM) form will be completed in accordance with the ETM form instruction sheet (Appendix B). During transect monitoring, a copy of the previous year's ETM data will be taken in the field to assist in the identification of potential changes within the wetland.

## **Section 6.0 – Ongoing Monitoring, Problem Identification and Triggers**

### Background:

Prior to commencement of Mine Activities, Mosaic will establish a baseline data set for water levels adjacent to and within protected environmental features. Monitoring will continue throughout Mine Activities. This baseline data set will be used to determine a historic range of SAS water levels for each protected environmental feature. The baseline data set will be used to determine the range of water level fluctuation that must be maintained during all Mine Activities, as well as the range to which water levels must be restored in the event of a disturbance related Mine Activities.

### Methodology

Mosaic will establish a baseline data set prior to the start of any Mine Activities with the potential to adversely impact protected environmental features or existing legal uses. The baseline data collection will conclude when any Mine Activities begin within the MMD of that location. Based on the historic range of SAS water levels for each location and as described below, "triggers" will be established defining water levels at which Mosaic will initiate data review and initiate corrective actions, if necessary. Triggers shall reflect seasonal and other natural variations. At a minimum, triggers will be established for the wet season

(June through September) and dry season (October through May) based on a percent exceedance analysis of the baseline range of water table fluctuations during that season. The trigger values will be based on the P95 exceedance value for the season in question. These wet/dry season and other natural variability triggers will be used in conjunction with a duration component, as described below, to determine if a hydrologic disturbance requires corrective actions and/or reporting to the District, as described in this EMP.

Mosaic will collect baseline water table monitoring data at least monthly for a minimum of four years prior to the start of any Mine Activities. On a site specific basis, the baseline dataset will be used to calculate the P95 exceedance values during the wet and dry season and other natural variability, such as hurricanes or droughts. When Mine Activities occur within the MMD, monitoring frequency will be changed to weekly.

If SAS water levels drop below the P95 values for the appropriate season, it will trigger internal and external notifications as follows and as depicted in the Chart in Appendix C.

A P95 exceedance value will be established for the wet season and dry season specific to each piezometer. Other natural variability in water levels can also be taken into consideration. An internal trigger will occur upon the piezometer's water level dropping below the P95 elevation for the appropriate season. An internal trigger will prompt Mosaic to begin preliminary evaluation to determine if mining activities are responsible for the water level drop. It is understood that this internal trigger may occur under normal conditions for 5% of each season; however, this conservative approach to water level analysis will provide assurance that Mosaic will identify potential water table issues as soon as feasible. If Mine Activities are determined to be causing Adverse Impacts, Mosaic will begin corrective actions.

For the wet season, an external trigger will occur at the second consecutive weekly monitoring event that water levels are below the P95 wet season value. For the dry season, an external trigger will occur at the third consecutive weekly monitoring event that water levels are below the P95 dry season value. When the criteria for an external trigger are met, Mosaic will implement additional data analysis to determine if Mine Activities are the cause. Water level data in piezometers outside of the MMD will be evaluated to determine if a similar data pattern is occurring. In addition, period of record rainfall data for the rain gauge assigned to the subject piezometer will be evaluated to determine if current rainfall patterns are representative of the rainfall period of record for which the P95 exceedance values were established. If Mine Activities are determined to be causing Adverse Impacts, Mosaic will begin corrective actions. The District will be notified of all external triggers and associated data analysis as described in Section 10.

“Backstop” Trigger:

If water levels recorded at any monitoring location drop more than 3 feet in the timeframe between consecutive monitoring events, this shall cause an internal trigger and the commencement of expedited investigative action by Mosaic. If the next weekly monitoring data is unchanged or continues to decline, then this would constitute an external trigger and District notification. This internal trigger is intended to provide early warning of potential impacts related to Mine Activities.

Alternative Method for Establishing Baseline Data Set:

If an approved mine plan is in place prior to implementation of this EMP, or if other changes unanticipated by Mosaic occur, a minimum of four years of baseline monitoring data may not be available. In those cases, reference monitoring sites will be identified in cooperation with the District to augment and/or provide an acceptable substitute to understand and assess site specific SAS historic ranges.



If appropriate reference sites cannot be identified, other best available monitoring data, as identified in cooperation with the District, may be used to establish SAS historic ranges. In some instances, a combination of reference sites and available data may be the appropriate methodology, as approved by the District.

In the event that severe weather or climatological conditions impact the SAS and therefore data collected during the baseline period, Mosaic and the District may agree to rely on a partial data set, or other available data, or conditions, to establish appropriate SAS ranges and triggers.

### **Task 3 – Corrective Action Measures**

#### **Section 7.0 – Resolving Identified Internal or External Trigger Conditions**

Upon identification of conditions which exceed an internal or external trigger, Mosaic will make a determination of cause and, if related to Mine Activities, will implement corrective actions. Mosaic shall implement, on a case by case basis, the corrective measures referenced herein. If Mine Activities are determined to be the cause of deviation from the historic water level ranges within the SAS, Mosaic shall expeditiously notify the District and provide a written proposal to restore the water levels to the historic seasonal range. Mosaic shall work in cooperation with the District to develop an effective corrective action plan, and the District shall have 30 days to provide input on the proposal to Mosaic. Mosaic shall have the discretion to implement the corrective measures it deems appropriate and necessary based on site specific considerations.

If water level deviations within the SAS exceed an external trigger during construction of a BMP/water table maintenance ditch or other mitigative measure, Mosaic will immediately implement corrective measures to maintain SAS historic ranges.

The corrective action measures include, but are not limited to, one or more of the following, in combination or sequence:

- Mitigation maintenance actions
  - Developing a plan for reestablishing the target water table
  - Cleaning water table maintenance ditches
  - Increasing water levels in ditches
  - Re-designing and re-constructing ditches
- Alternative mining techniques
  - Increasing spoil placement on the mine cut face (“high wall”)
  - Revising orientation of mining (parallel or perpendicular to protected area)
  - Flooding of mine cuts
  - Expediting reclamation
  - Wet (dredge) mining
- Alternative additive SAS water level disturbance prevention techniques
  - Direct SAS injection
- Direct Mitigation of Wetlands, in the form of hydration, restoration, enhancement, creation, preservation, or purchase of credits from a mitigation bank, or an appropriate combination thereof, as approved by the District
- Alternative operational or mining activities
- Modification of Mine Activities, up to and including cessation of Mine Activities in the area of observed adverse impact.

All SAS corrective measures will utilize the lowest quality of water available which is environmentally, technically, and economically feasible for all or a portion of Mosaic's use.

### **Section 8.0 – Water Table Recovery**

In the event the SAS water levels associated with a protected environmental feature or an offsite property boundary exceeds an internal or external trigger, Mosaic will immediately initiate corrective actions as necessary to avoid impacts to those features and to recover the SAS historic range, as determined on a case-by-case basis. This determination will consider seasonal, climatic and other site specific conditions.

SAS monitoring shall cease when both Mine Activities are terminated and the SAS P50 wet season water levels for the particular mining project or phase thereof are achieved in a representative set of monitoring locations for consecutive wet and dry seasons, based upon reasonable scientific judgment.

### **Section 9.0 – Evaluating and Offsetting Unacceptable Adverse Impacts to Wetlands**

Unacceptable Adverse Impacts to wetlands shall be based upon SAS water levels, biological and ecological changes. When reasonable scientific judgment establishes that wetland functions have been adversely impacted, Mosaic will conduct a complete assessment of the current wetland functions. This assessment would include the use of information collected at appropriate wetland transects through the use of the ETM Form and/or prior UMAM assessments adjusted for impacts to Location and Landscape Support inherent in the mining process, or other approved methodology as agreed upon by Mosaic and the District. That assessment will be compared with the baseline data set/previous assessments to determine the degree and spatial extent of any adverse impact, and the appropriate wetland mitigation to replace or restore the lost functions, if any. Such assessments shall take seasonal impacts, such as hurricanes and/or droughts, into consideration. Mosaic will submit all wetland mitigation proposals and the accompanying functional assessments to the District for review and approval prior to implementation. The District shall have 30 days to either approve or provide input on the proposal to Mosaic. Upon District approval, Mosaic must implement the appropriate wetland mitigation to replace or restore the lost functions identified.

### **Task 4 – Reporting**

#### **Section 10.0 – Reporting Requirements**

##### **Monthly Reports**

Consistent with the internal and external triggers described in Section 6.0 above, monthly reporting to the District will commence for any areas when external triggers are exceeded. Reports will be submitted in an acceptable, useable format to the District within 30 days from the date of an external trigger. The monthly reports will include:

- 1) Tabular electronic submittal of all SAS monitoring data, referencing the DID No. for each piezometer.
- 2) Graphics for any piezometer within the MMD that materially deviated from the internal or external reporting threshold as described in Section 6.0 above. Graphics for the monthly report will include:
  - a. Hydrographs on a well-by-well basis, one hydrograph per page. Hydrographs will include the following components:
    - i. Dry season/wet season P95 value
    - ii. Dry season/wet season P50 value
    - iii. Ground surface elevation at well location
    - iv. Water levels

- b. Map(s) depicting the following (may reference previously submitted maps if no change):
      - i. Locations of the monitor wells
      - ii. Latest report and most recent data for any nearby qualitative wetland assessment transects
      - iii. off-site wetlands within the MMD
  - 3) For piezometers that exceeded the external reporting threshold as described in Section 6.0 above, a description of the corrective measures taken to respond to the external trigger including:
    - a. Actions taken to date and water table response (if applicable)
    - b. Actions to be taken
    - c. Implementation schedule
    - d. Proposed date of recovery
    - e. Proposed water table recovery elevations

Reporting required under 1) and 2) above associated with piezometers that deviated from the internal or external thresholds described in Section 6.0 will occur monthly until the piezometer water level has been restored to a level above the seasonally appropriate P50 value, consistent with Section 8.0 above. Monthly reports will recommence if an external trigger is again exceeded.

### **Semi-Annual Reports**

Mosaic will submit a Semi-Annual Report to the District for all areas when any Mine Activities are conducted within the MMD. Reports will be submitted on November 15th of each year for the preceding June 1 through September 30 period of 4 months, and July 15th for the preceding October 1 through May 31 period of 8 months. The Semi-Annual Report will identify all instances where the SAS water levels measured below the internal and external triggers in all monitored systems, and provide detailed evaluations as to the cause of the hydrologic disturbance, including:

- 1) The mine history within the MMD of the site of the SAS water level disturbance
- 2) The rainfall record at the nearest rain gage
- 3) If a relationship to Mine Activities is determined, details of corrective measures taken, the extent of recovery in SAS water levels, and a thorough discussion of methods to be used in the future to prevent similar hydrologic disturbances

### **Annual Reports**

Mosaic will submit an Annual Report to the District with the following information:

- 1) Current aerial photos of all active mining/dewatering sites and all monitoring points located and identified on the aerials
- 2) Period of record monitoring data (electronic) for all sites identified on the aerials,
- 3) Summaries/analyses of the previous year's monitoring data, Mine Activities, and weather

The Annual Report will also identify any instances of SAS water levels measured below the internal and external thresholds in all monitored systems and provide detailed evaluations as to the cause of any Adverse Impacts that are a result of Mine Activities, including:

- 4) The mine history within the MMD of the locations of Adverse Impacts to SAS water levels, if any.

- 5) The rainfall record at the nearest rain gage.
- 6) Determination and discussion as to water table level deviation from historic ranges and relationship to Mine Activities
- 7) If causation for any documented SAS water level deviations from historic ranges are attributed to Mine Activities, then Mosaic must specify the corrective actions taken, the results of such actions, and a thorough assessment of any appropriate preventative measures to be taken in the future.
- 8) Summaries of all functional assessments and wetland mitigation for the previous year as required by Section 9.0.

Annual Reports will be submitted by April 15th of each year for the preceding March 1 through February 28 12-month period.

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APPENDIX A  
DRAWDOWN MITIGATION AGREEMENT

This instrument prepared by,  
and after recording return to:

Name: E. Ward  
Address: Mosaic Fertilizer, LLC  
13830 Circa Crossing Drive  
Lithia, FL 33547

(Space reserved for Clerk of Court)

**AGREEMENT BETWEEN**

**AND**

**MOSAIC FERTILIZER, LLC**

**REDUCING THE MINIMUM MITIGATION DISTANCE**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between \_\_\_\_\_ (“Grantor”), a \_\_\_\_\_ (corporation/partnership/ individual/other) with a mailing address of \_\_\_\_\_, in favor of **Mosaic Fertilizer, LLC** (“Grantee”), a Delaware limited liability company with a mailing address of 13830 Circa Crossing Drive, Lithia, Florida 33547.

**THIS AGREEMENT** was prepared under the supervision of \_\_\_\_\_, Mosaic Fertilizer, LLC.

**WITNESSETH:**

**WHEREAS**, Grantor owns in fee simple certain real property in \_\_\_\_\_ County, Florida (the "County"), more particularly described in Exhibit "A" attached hereto and made a part hereof (the “Property”); and

**WHEREAS**, Grantee owns, leases, or possesses certain mineral rights on land adjacent to the Property, on which Grantee is or will be conducting phosphate mining and mining-related activities, which may result in reductions in the water table beneath the Grantor’s Property (the “Activities”); and

**WHEREAS**, the consumptive water use associated with the Activities are subject to the regulatory jurisdiction of the Southwest Florida Water Management District (“SWFWMD” or “the District”); and

**WHEREAS**, the District's Rule 40D-2.301(1)(i), Florida Administrative Code ("F.A.C."), states that in order to obtain a water use permit ("WUP") from the District, an applicant must provide reasonable assurances that its water use will not adversely impact offsite land uses existing at the time of the application; and

**WHEREAS**, the District's Rule 40D-2.301(1)(j), F.A.C., states that in order to obtain a WUP from the District, an applicant must provide reasonable assurances that its water use will not adversely impact an existing legal withdrawal; and

**WHEREAS**, Grantor is aware that Grantee is authorized by the District to make groundwater withdrawals pursuant to WUP No. \_\_\_\_\_ which, pursuant to (Specific/Special) Condition No. \_\_\_\_\_, requires a mandatory mitigation distance (the "MMD") which provides that a Grantee may not conduct dewatering operations related to the Activities closer than \_\_\_\_\_ feet from any property line unless the Grantee takes measures to avoid an off-site drawdown in the water table or unless the Grantee obtains the written consent of the adjacent property owner to reduce the MMD; and

**WHEREAS**, Grantor is aware that Grantee has applied to the District to modify Grantee's WUP, and that the new WUP [will require / requires] a similar MMD; and

**WHEREAS**, Grantor has agreed with Grantee to a reduction of the MMD, which may result in the Activities lowering the water table beneath the Property; and

**WHEREAS**, Grantee has provided consideration to the Grantor for the execution of this Agreement, the receipt and sufficiency which is hereby acknowledged, and the parties wish to set forth their agreement.

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable considerations paid by Grantee to Grantor, receipt and sufficiency of which are hereby acknowledged, Grantor hereby voluntarily makes these covenants to the Grantee in the nature and character and for the duration hereinafter set forth as follows:

- 1. Recitals.** The recitals above are true and correct and are incorporated herein by reference.
- 2. Reduction of the MMD.** Except as otherwise provided herein, Grantor hereby consents to the reduction of the MMD to zero (0) feet so as to allow the Activities and pit dewatering to occur within zero (0) feet of the boundary line separating the Property from the lands subject to the Activities. This Agreement does not: (a) reduce the MMD by more than the depth of the Grantor's property, or (b) apply to any wetlands, lakes, streams, or estuaries located within the MMD. (The District does not allow Grantor to waive drawdowns under these features).

The Grantor expressly consents to the reduction of the MMD, as stated above, and recognizes that a lowering of the water table beneath the Property may occur and expressly consents to

same. Grantor has determined that lowering of the water table under the Property will not affect the Grantor's, or current possessor's, use of the Property. This consent to the reduction of the MMD shall [terminate \_\_\_\_\_ (\_\_\_\_) years from the date of this Agreement][be perpetual].

**3. Notice to Tenants.** Grantor acknowledges that Grantor may be required to notify any tenants occupying the Property that are affected by this Agreement, and Grantor agrees to provide any such required notices.

**4. Venue and Fees.** Any lawsuit other legal action arising out of this Agreement shall be brought in the Circuit Court of the County. All parties to this Agreement consent to the exercise of personal jurisdiction by such court. With respect to such legal action, each party agrees to bear its own costs and attorney's fees.

**5. Recordation.** Grantee may record this Agreement in the Official Records of the County and may re-record this Agreement or any other documentation at any time required to preserve the Grantee's rights hereunder. Grantee shall pay all recording costs and taxes necessary to record this Agreement in the public records. Grantee will hold Grantor harmless from any recording costs or taxes necessary to record this Agreement in the public records.

**6. Successors.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude to the Property until termination under Section 2 herein.

**7. Miscellaneous.**

(a) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, warranties and undertakings of the parties.

(b) No representations, agreements, understanding, warranties or indemnities shall be inferred herefrom or deemed to exist between the parties unless expressly set forth herein or by separate written agreement.

(c) The singular shall include the plural and the plural the singular.

(d) This Agreement shall be construed under the laws of Florida.

(e) This Agreement is a covenant running with the land with respect to the Property for the term hereof.

(f) This Agreement may be executed in two or more counterparts, which may be combined to constitute a single instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement or caused this Agreement to be executed in its name by partners or officers thereof duly authorized as of the day and year first above written.

By: \_\_\_\_\_  
Witness as to Grantor

\_\_\_\_\_  
Print Name of Witness



By: \_\_\_\_\_  
Witness as to Grantor

\_\_\_\_\_  
Print Name of Witness

By: \_\_\_\_\_, Grantor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF, the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, Grantor, who is personally known to me or ( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

By: \_\_\_\_\_  
Witness as to Mosaic Fertilizer, LLC

\_\_\_\_\_  
Print Name of Witness

By: \_\_\_\_\_  
Witness as to Mosaic Fertilizer, LLC

\_\_\_\_\_  
Print Name of Witness

By: \_\_\_\_\_  
Mosaic Fertilizer, LLC, Grantee

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF, the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, as \_\_\_\_\_ of Mosaic Fertilizer, LLC, Grantee, who is personally known to me or ( ) produced \_\_\_\_\_ as identification.

---

Notary Public  
My Commission Expires:

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APPENDIX B  
ENVIRONMENTAL TRANSECT MONITORING FORM AND INSTRUCTIONS

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# MOSAIC ENVIRONMENTAL TRANSECT MONITORING FORM AND INSTRUCTIONS

Project Site: _____	DEP/ACOE/SWFWMD Wetland No(s): _____
Transect ID: _____	
Investigator: _____	Date: _____ Time: _____
Photos <sup>1</sup> : _____	Weather Conditions: _____

**WETLAND AREA VEGETATION COVER TYPES – 1999 FDOT FLUCCS (Level 3)** \_\_\_\_\_

## VEGETATION<sup>2</sup>

	CANOPY (≥4" dbh) / SUBCANOPY (1-4" dbh) <sup>3</sup>	% Composition	Start Location <sup>7</sup>	End Location <sup>8</sup>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
<b>Total Canopy % Cover</b>				
	SHRUB LAYER <sup>4</sup> - Woody Species (<1" dbh)	% Composition	Start Location <sup>7</sup>	End Location <sup>8</sup>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
<b>Total Shrub % Cover</b>				
	GROUND COVER <sup>5</sup>	% Composition	Start Location <sup>7</sup>	End Location <sup>8</sup>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
<b>Total % Ground Cover</b>				
	EPIPHYTES / VINES <sup>6</sup>	% Composition	Start Location <sup>7</sup>	End Location <sup>8</sup>
1.				
2.				
3.				
4.				
5.				
<b>Total Epiphyte / Vine % Cover</b>				

# MOSAIC ENVIRONMENTAL TRANSECT MONITORING FORM AND INSTRUCTIONS

## VEGETATION DISTURBANCES

**Describe type of alteration and effects:**

<input type="checkbox"/> atypical recruitment <sup>9</sup>	<input type="checkbox"/> debris/dumping	<input type="checkbox"/> other _____	<b>OVERALL DEGREE OF IMPACT</b>	<b>NUISANCE SPECIES COVER</b>
<input type="checkbox"/> atypical age/size <sup>10</sup>	<input type="checkbox"/> disease	<input type="checkbox"/> spoil/fill		
<input type="checkbox"/> logging/clearcutting	<input type="checkbox"/> fire suppression	<input type="checkbox"/> adjacent cropland	<input type="checkbox"/> none	<input type="checkbox"/> low (<10%)
<input type="checkbox"/> ditching/draining	<input type="checkbox"/> roads/trails	<input type="checkbox"/> hog rooting	<input type="checkbox"/> minor	<input type="checkbox"/> medium (10-33%)
<input type="checkbox"/> excessive mortality <sup>11</sup>	<input type="checkbox"/> damming/flooding	<input type="checkbox"/> pasture/grazing	<input type="checkbox"/> moderate	<input type="checkbox"/> high (33-100%)
			<input type="checkbox"/> high	
			<input type="checkbox"/> severe	

**SPECIFIC NOTES** regarding physical alterations and affects on vegetation (ditching, cattle/ponds, storm damage, etc.)

---

Zonation/Vertical Stratification Appropriate<sup>12</sup>  
If no, explain: \_\_\_\_\_

Upland Encroachment<sup>13</sup>? If checked, explain:  
Placement of Ditching/Berming – is it draining wetland or preventing surface flow?

Other Vegetation Notes: \_\_\_\_\_

DEP/ACOE/SWFWMD Wetland No(s): \_\_\_\_\_

## SOILS<sup>14</sup>

Soil Monitoring Location ID:	Muck? YES NO ~ Depth:	Soil Moisture YES NO Appropriate <sup>15</sup> ?	Soil Monitoring Location Elevation _____ ft (NGVD)
	Evidence of Soil Subsidence <sup>16</sup> ? <input type="checkbox"/> Moderate <input type="checkbox"/> Significant <input type="checkbox"/> Minimal <b>Moderate: 0-3", Significant: 3-6", Severe: 6-9"</b>		

## HYDROLOGY

<b>SURFACE WATER AND/OR SATURATION</b>		<b>INDICATORS OF ALTERED HYDROLOGY - Photos</b>	
Is the ground surface inundated?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Leaning/falling trees?	_____ %
Is the soil saturated?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Exposed roots?	_____
Are seepage slopes present <sup>17</sup> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Excessive leaf litter?	_____
Hydrologic indicators appropriate <sup>18</sup> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Evidence of inappropriate standing water?	_____
Pond/surface water body nearby?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Zonation shifts?	_____
<input type="checkbox"/> Culverts or Structures?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Fissuring/drying of soils?	_____
GPS and/or Location: _____			
<b>Other Notes:</b> _____			
<b>SEASONAL HIGH WATER DEPTH (Seasonal High at Deepest Point)<sup>19</sup>:</b>		<input type="checkbox"/> 0-3" <input type="checkbox"/> 3-6" <input type="checkbox"/> 6-12" <input type="checkbox"/> >12"	
<b>NORMAL POOL WATER DEPTH (at Deepest Point)<sup>20</sup>:</b>		<input type="checkbox"/> 0-3" <input type="checkbox"/> 3-6" <input type="checkbox"/> 6-12" <input type="checkbox"/> >12"	

# MOSAIC ENVIRONMENTAL TRANSECT MONITORING FORM AND INSTRUCTIONS

Flooding Regime:	<input type="checkbox"/> Ephemeral	<input type="checkbox"/> Intermittent	<input type="checkbox"/> Seasonal	<input type="checkbox"/> Perennial
Hydrology Connections:	<input type="checkbox"/> Isolated <sup>21</sup> ?	<input type="checkbox"/> Connected <sup>22</sup> ?	<input type="checkbox"/> Artificial <sup>23</sup> ?	
COMMENTS:				

## NON-LISTED WILDLIFE SIGNS AND/OR OBSERVATIONS (baseline only / post impact – circle one)

<input type="checkbox"/> none	Species/Notes <sup>24</sup> :		
<input type="checkbox"/> direct observation	<input type="checkbox"/> burrow	<input type="checkbox"/> rubs	<input type="checkbox"/> other
<input type="checkbox"/> indirect observation	<input type="checkbox"/> tracks	<input type="checkbox"/> nests	
	<input type="checkbox"/> scat	<input type="checkbox"/> calls	

## ENDANGERED AND THREATENED SPECIES (baseline only / post impact – circle one)

PLANTS:	<input type="checkbox"/> None present <input type="checkbox"/> Present	<u>GPS Point</u>	ANIMALS:	<input type="checkbox"/> None present <input type="checkbox"/> Present	<u>GPS Point</u>
Species			Species		
Species			Species		
Species			Species		

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## MOSAIC ENVIRONMENTAL TRANSECT MONITORING FORM AND INSTRUCTIONS

This instruction sheet is to be used in conjunction with the Environmental Transect Monitoring (ETM) form during annual transect monitoring.

- 1 – At each photostation, take a photo of the transect towards the interior of the wetland and of the soil monitoring station.
- 2 – The vegetation section of the form is used to describe the vegetative species and percent cover along the transect. Vegetation is assessed by stratum (based on height and size), not by the potential form of the species (i.e., a tree seedling is assessed as part of the groundcover, not as part of the tree canopy).
- 3 – The tree stratum includes woody vegetation that exceeds the shrub stratum size. Canopy species are greater than 4" diameter at breast height (dbh) and subcanopy species are between 1-4" dbh.
- 4 – The shrub stratum includes woody (e.g., *Cephalanthus occidentalis*) and semi-woody (*Ludwigia peruviana*) species that are greater than 0.5 meter in height and less than 1" dbh.
- 5 – Groundcover is all non-woody species and woody species less than 0.5 meter in height.
- 6 – For the purpose of this assessment, vines are considered to be linear woody or non-woody vegetation that utilize the canopy, sub-canopy, or shrub strata, where they exist, for physical support. Where these strata are not present, vines will utilize groundcover vegetation and the forest floor as the physical substrate for support.
- 7 – Start location refers to the distance in feet from the beginning of the transect that the plant species is first observed.
- 8 – End Location refers to the distance in feet from the beginning of the transect that the plant species is last observed.
- 9 – Atypical recruitment refers to the appropriateness of the tree species to the wetland type. Examples of atypical recruitment would be *Taxodium* sp. saplings in the center of a historically deep marsh or *Acer rubrum* and *Quercus laurifolia* saplings in the center of a cypress wetland.
- 10 – Atypical age/size would be noted in a wetland where tree species appear to be relatively young. In most cases, this would indicate an event that cleared/destroyed the historic canopy.
- 11 – Indicate if the wetland vegetation, specifically trees, exhibits mortality beyond what would be expected under normal conditions.
- 12 – Indicate if the wetland strata appears appropriate for the wetland type.
- 13 – Evidence of upland encroachment can differ according to wetland type and surrounding landscape. In general, this refers to the colonization of shallow portions of the wetland (e.g., transition zone) by upland plant species and pasture grasses and/or the colonization of deep portions of the wetland by upland plant species or plant species normally found in shallow portions of the wetland.
- 14 – A soil monitoring station and measure of soil loss (subsidence) within all wetlands will be implemented as described below. The soil loss measure will include a baseline measurement taken within each wetland prior to inclusion within the MMD, as well as subsequent annual measurements for all wetlands within the MMD. Rebar (or similar material) will be installed through the muck/peat layer into sand or clay. An initial survey of the measuring point on the rebar will occur at the same time as vegetation transect establishment. The distance between the measuring point and ground surface will be recorded to document a baseline measurement and a photo of the soil station will be recorded. The distance between the measuring point and ground surface will be measured and recorded during subsequent annual monitoring events and will be photo-documented. If water level or vegetative data indicates a potential impact to the wetland, a new survey of the measuring point will be conducted for comparison to the baseline survey. This methodology is similar to one used by Rochow and Rhinesmith from the SWFWMD in 1991 (Technical Report 1991-1).

## MOSAIC ENVIRONMENTAL TRANSECT MONITORING FORM AND INSTRUCTIONS

15 – Determine if the moisture content of the soil is appropriate for the location within the wetland and current climatic conditions.

16 – For the purpose of this assessment, soil subsidence is defined as the decrease in soil volume and soil structure as the result of the oxidation of the organic material in the soil. Subsidence is to be measured from a set elevation and degree of subsidence is defined as:

Minimal – 0-3"

Moderate – 3-6"

Severe – >6"

17 – Seepage slopes are areas which do not show signs of consistent standing water but contain soils that are consistently saturated with moisture flowing from the surrounding uplands (upslope).

18 – Hydrologic indicators form in areas with consistent standing water (pooled conditions). Indicators develop at varying elevations due to specific inundation patterns and duration. Hydrologic indicators should be evaluated to determine if their current presence/absence and vertical positioning are appropriate for the historic conditions of the system.

19 – At the deepest portion of the wetland, determine the depth (vertical distance) between the commonly accepted indicators of seasonal high water and ground surface of the wetland.

20 – At the deepest portion of the wetland, determine the depth (vertical distance) between the commonly accepted indicators of normal pool and ground surface of the wetland.

21 – For isolated systems, determine if the wetland is fully isolated or semi-isolated (e.g., normally functions as an isolated system, only connected during high water events).

22 – For connected systems, describe the connection type (e.g., headwater wetland, stream).

23 – For artificially connected systems, describe how the system is connected (e.g., ditch, culvert).

24 – Make note of wetland dependent fauna and activities (e.g., scat, tracks, signs of amphibian breeding).



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APPENDIX C

ONGOING MONITORING, PROBLEM IDENTIFICATION AND TRIGGERS MATRIX

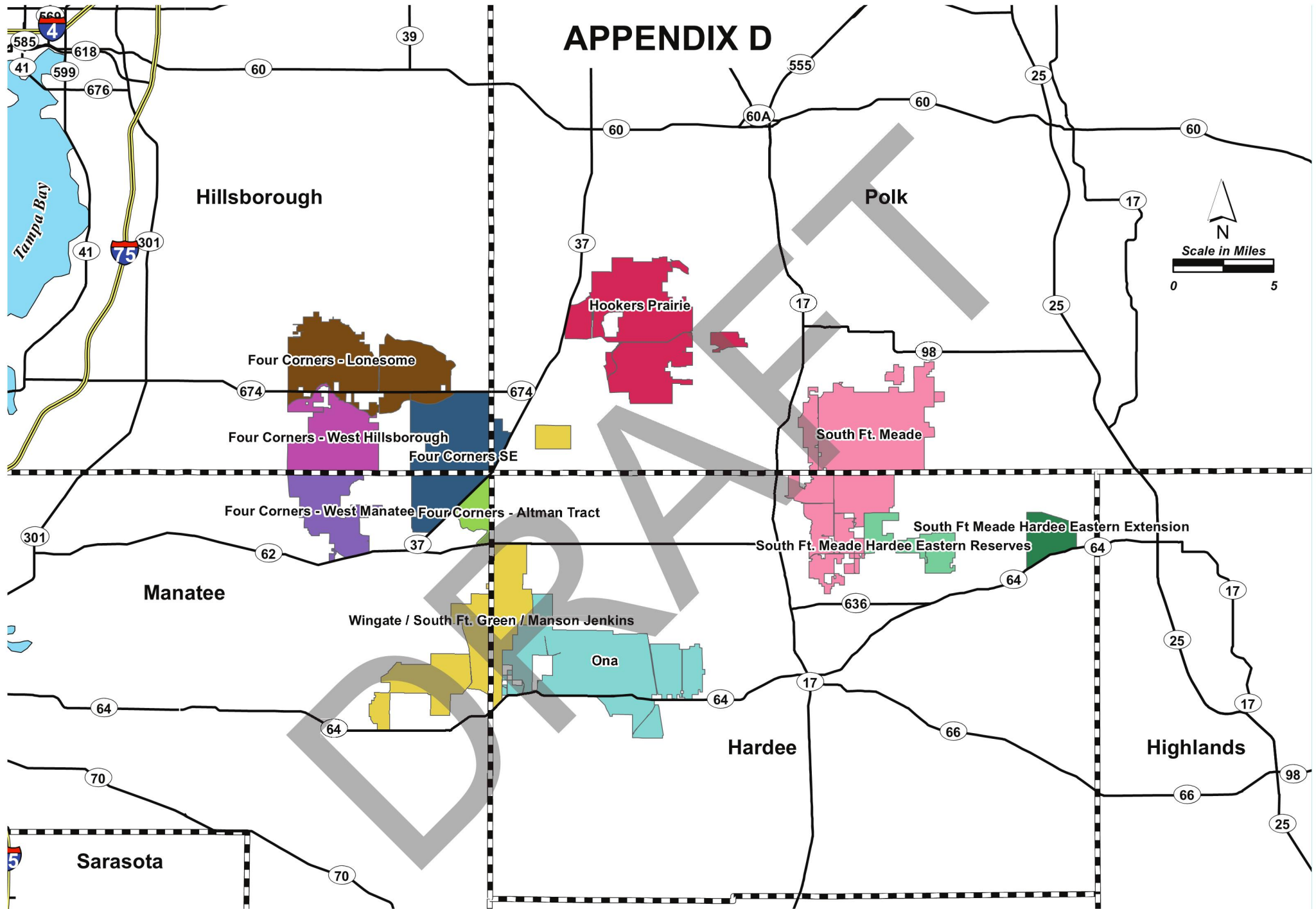
EMP ONGOING MONITORING, PROBLEM IDENTIFICATION AND TRIGGERS MATRIX

<u>Season</u>	<u>Trigger Type</u>	<u>Trigger Value</u>	<u>Duration</u>	<u>Actions</u>
Wet Season (June – Sep)	Internal	P95	1 week	Review Adjacent Activities Review Field Practices Review Rainfall Data Review Data at Nearby Stations Outside the MMD
	External	P95	2 weeks	Continue investigation to determine if the level is due to mining activities, and if so, provide notification with action plan to District. Provide Notification to District
Dry Season (Oct – May)	Internal	P95	2 weeks	Review Adjacent Activities Review Field Practices Review Rainfall Data Review Data at Nearby Stations Outside the MMD
	External	P95	3 weeks	Continue Investigation to determine if the level is due to mining activities, and if so, provide notification with action plan to District. Provide Notification to District

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APPENDIX D  
LOCATION OF ESTABLISHED MANDATORY MITIGATION DISTANCES

# APPENDIX D



## LOCATION OF ESTABLISHED MANDATORY MITIGATION DISTANCES

**APPENDIX E**  
**SURFICIAL AQUIFER SYSTEM MONITORING PLAN (SASMP) AND SITE SPECIFIC MITIGATION  
PLAN (SSDMP) CHECKLIST (2-STEP PROCESS)**

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## **Surficial Aquifer System Monitoring Plan (SASMP) and Site Specific Mitigation Plan (SSDMP) Checklist (2-step Process)**

### **SASMP (Step 1)**

1. Locations – Aerial Photo(s)
  - a. Property boundaries
  - b. Legend, scale, and north arrow
  - c. Soil boring / test well locations
  - d. Mining Unit / area boundaries
  - e. All proposed monitor wells / piezometers and staff gages comprising the monitoring network, including:
    - i. latitude and longitude
    - ii. vertical datum
    - iii. DID and User ID numbers
2. Soil boring logs, including:
  - a. Vertical scale
  - b. Soil profile and description
  - c. Appropriate supporting text
3. Proposed monitor well / piezometer design specifications, including proposed depth and screen interval.

### **SSDMP (Step 2)**

1. Locations – Aerial Photo(s)
  - a. Property boundaries
  - b. Legend, scale, and north arrow
  - c. Soil boring / test well locations
  - d. Geologic and model cross section locations
  - e. Mining Unit / area boundaries
  - f. Mine cut locations, mining direction, and estimated mining date
  - g. Preservation area boundaries within the mine area and within the permitted drawdown mandatory mitigation (“setback”) distance
  - h. All proposed mitigation features, e.g., water table intercept (“recharge”) ditches
  - i. All monitor wells / piezometers and staff gages comprising the monitoring network
2. Proposed monitor well / piezometer design specifications (if not previously provided with monitoring plan)
2. Proposed / expected dates(s) of construction of the drawdown mitigation feature(s)
3. Proposed / expected dates of initiation and termination of dewatering within the drawdown mitigation distance
4. Proposed / expected date of completion of reclamation within the drawdown mitigation distance
5. Mitigation Method and Design
  - a. Narrative / description of the proposed mitigation technique (s)
  - b. Water source(s) for mitigation

- c. Seep/W Model Design and Results that demonstrate the effectiveness of the proposed mitigation technique including;
  - i. Cross-section drawing(s) depicting:
    - 1. scale (horizontal and vertical)
    - 2. elevations
    - 3. soil profile and associated aquifer parameter
    - 4. mitigation design drawing
    - 5. Flow arrows and associated quantities
  - ii. Appropriate supporting text documenting all parameters and assumptions used in the model design, and a description of the model design and approach, signed and sealed by a geologist or engineer licensed in the State of Florida, pursuant to Chapters 492 and/or 471, Florida Statutes. If site-specific data/tests were performed/developed and used in the design of the model, that information shall be provided, explaining the use of such information. The report shall identify if the Florida Department of Environmental Protection authorized the use of "castback" in this area. If not, the model shall not include castback.
- 6. Geologic Map(s);
  - a. Cross-sectional drawing depicting:
    - i. scale (horizontal and vertical) and north arrow,
    - ii. boring log location, soil classification and thickness profile
- 7. Mining depth maps / aerial photos
  - a. Legend, scale, and north arrow
  - b. Color-coded identification:
    - i. Overburden thickness
    - ii. Matrix thickness
    - iii. Total mining depth
- 8. Historic water level range(s) (as defined in the EMP)
  - a. Methodologies for determination of historic levels to be maintained
    - i. Supporting documentation / data
  - b. Complete / period of record water level data for the associated monitoring network
    - i. Tabular / spreadsheet (electronic)
    - ii. Graphical
  - c. Rain gauge location(s) and data

**CONSENT AGENDA**

**May 23, 2023**

**General Counsel's Report: Partial Release of Conservation Easement — EPR Application No. 865400 — Braden River Mitigation Bank — Manatee County**

On February 21, 2023, Schroeder-Manatee Ranch, Inc. (SMR) submitted Environmental Resource Permit (ERP) Application No. 865400 (Application) to the District requesting authorization to remove a 0.25-acre parcel (Parcel) from the Braden River Mitigation Bank (Bank). The Bank was authorized by the District in ERP No. 43024579.000, issued on March 28, 2006, and is in Manatee County, Florida. SMR submitted the Application because the Florida Department of Transportation (FDOT) will be constructing a roundabout at SR70 and Uihlein Road in Bradenton and the Parcel is necessary for the road project. SMR agreed to allow FDOT to purchase the property in lieu of FDOT taking the Parcel. The closing to convey the Parcel from SMR to FDOT is scheduled for June. The Parcel is contained within the project area of the Bank and is covered by a Conservation Easement (CE) granted to the District by SMR that was executed on October 6, 2006. The conveyance of the CE was a requirement of the ERP authorizing the Bank. For the purchase of the Parcel by FDOT to move forward the District must release the portion of the CE that covers the Parcel.

The pending Application addresses the environmental value of the area to be released as SMR has proposed to remove 0.07 credits from the Bank credit ledger. These credits represent the value of the mitigation lost with the removal of the Parcel from the CE and will no longer be available for SMR to sell. SMR is finalizing a proposal to compensate the District for the economic value of the interest to be released and this information will be provided to the Governing Board before the meeting.

The release of the portion of the CE over the Parcel will be effectuated via a Partial Release of Conservation Easement and Quit Claim Deed, which is provided for the Governing Board's review as an exhibit to this recap. After the Partial Release of Conservation Easement and Quit Claim Deed is executed and recorded, and SMR effectuates the agreed upon compensation to the District for the economic value of the interest to be released, then the Application will be complete and the ERP authorizing the removal of the Parcel from the Bank will be issued.

Staff Recommendation:

Approve, accept, and execute the attached Partial Release of Conservation Easement and Quit Claim Deed for the Braden River Mitigation Bank.

Presenter:

Adrienne Vining, Lead Assistant, Office of General Counsel



Prepared by and Return to:

Derin Parks, Esq.  
Grimes Hawkins Gladfelter & Galvano, P.L.  
1023 Manatee Avenue West  
Bradenton, FL 34205

**PARTIAL RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM DEED**

THIS PARTIAL RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM DEED (the “Partial Release of Conservation Easement and Quitclaim Deed”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (“SWFWMD”), a Florida public corporation, whose address is 2379 Broad Street, Brooksville, Florida 24604-6899, in favor of SCHROEDER-MANATEE RANCH, INC., a Delaware corporation (hereinafter “SMR”), successor to Schroeder-Manatee company, a dissolved Wisconsin corporation, whose mailing address is 14400 Covenant Way, Lakewood Ranch, FL 34202.

**WITNESSETH:**

WHEREAS, the Braden River Mitigation Bank Conservation Easement recorded October 9, 2006, in Official Records Book 2159, Page 3740 of the Public Records of Manatee County, Florida conveyed to the SWFWMD from SMR a conservation easement (the “Conservation Easement”) over the property, as described therein (“Conservation Easement Property”);

WHEREAS, SMR desires that the SWFWMD agree to the partial termination and release of the Conservation Easement as to that portion of the Conservation Easement Property consisting of 10,960 square feet, more or less as described in **Exhibit A** (“Released Square Footage”), to allow for a right-of-way to be developed on the Released Square Footage pursuant to that certain Purchase Agreement entered into with the State of Florida Department of Transportation Item Segment No. 4145062 under threat of taking; and

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the SWFWMD has agreed to a release of the Conservation Easement over the Released Square Footage.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the SWFWMD voluntarily releases the Released Square Footage from the Conservation Easement described herein, and remises, releases, and

quitclaims all of its rights, title, interest, claim, and demand in and to the Released Square Footage to SMR.

IN WITNESS WHEREOF, the SWFWMD has executed this Partial Release of Conservation Easement and Quitclaim Deed on the day and year first above written.

GRANTOR:

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
As Its: \_\_\_\_\_

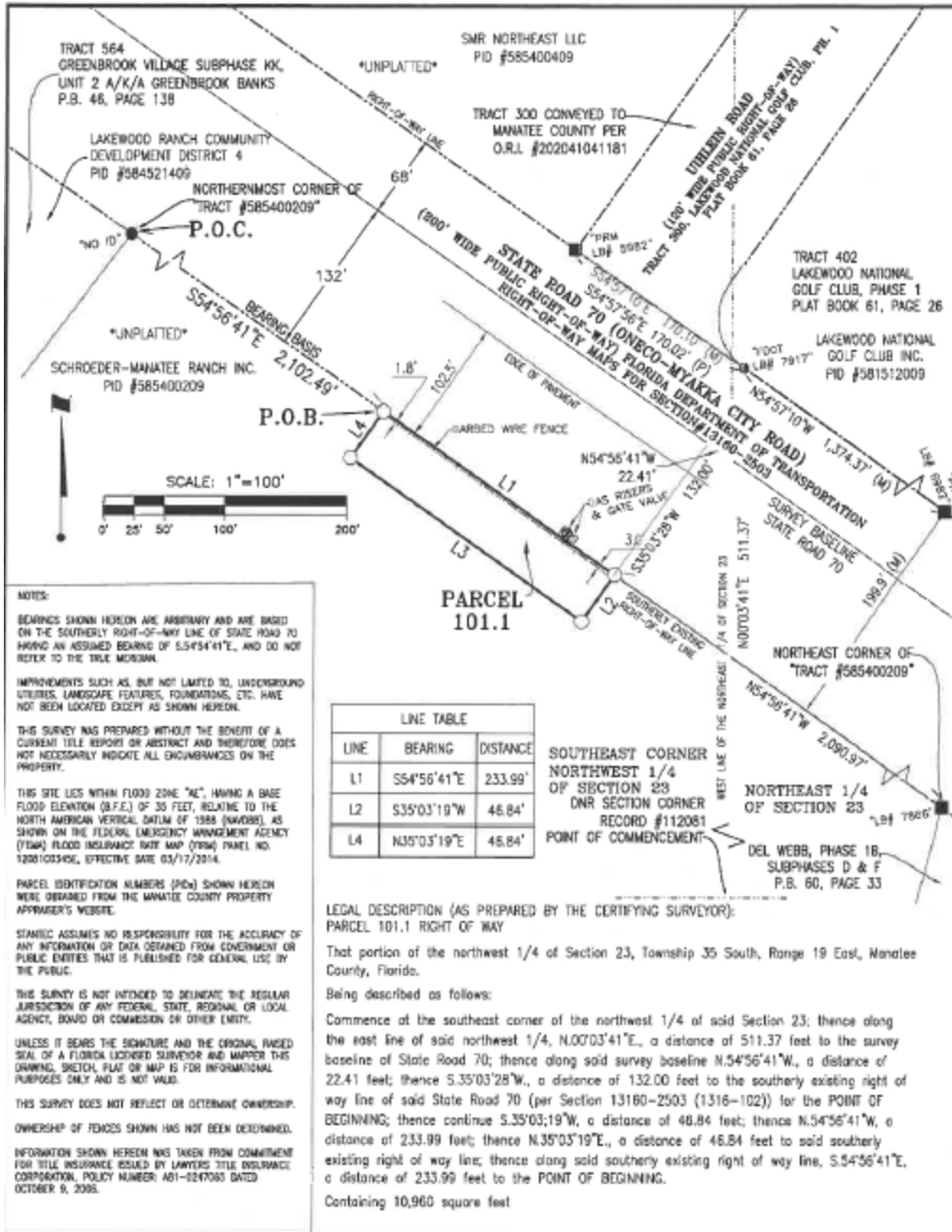
ATTESTED:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
As Its: \_\_\_\_\_

L:\SMR\SWFWMD Braden River Mitigation Bank\Partial Release\Partial Release of CE final.docx

**EXHIBIT A**

**Released Square Footage:  
(see attached)**



**NOTES:**  
 BEARINGS SHOWN HEREON ARE ARBITRARY AND ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 70 HAVING AN ASSUMED BEARING OF S.54°56'41"E., AND DO NOT REFER TO THE TRUE MERIDIAN.  
 IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO, UNDERGROUND UTILITIES, LANDSCAPE FEATURES, FOUNDATIONS, ETC. HAVE NOT BEEN LOCATED EXCEPT AS SHOWN HEREON.  
 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.  
 THIS SITE LIES WITHIN FLOOD ZONE "AE", HAVING A BASE FLOOD ELEVATION (B.F.E.) OF 35 FEET, RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1985 (NAVD85), AS SHOWN ON THE FLOODING EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) TRAIL NO. 1200100349L, EFFECTIVE DATE 03/17/2014.  
 PARCEL IDENTIFICATION NUMBERS (PINs) SHOWN HEREON WERE OBTAINED FROM THE MANATEE COUNTY PROPERTY APPRAISER'S WEBSITE.  
 STANTEC ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION OR DATA OBTAINED FROM GOVERNMENT OR PUBLIC ENTITIES THAT IS PUBLISHED FOR GENERAL USE BY THE PUBLIC.  
 THIS SURVEY IS NOT INTENDED TO DELINEATE THE REGULAR JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD OR COMMISSION OR OTHER ENTITY.  
 UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.  
 THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.  
 OWNERSHIP OF FENCES SHOWN HAS NOT BEEN DETERMINED.  
 INFORMATION SHOWN HEREON WAS TAKEN FROM COMMITMENT FOR TITLE INSURANCE ISSUED BY LAWYERS TITLE INSURANCE CORPORATION, POLICY NUMBER AD1-0247005 DATED OCTOBER 9, 2005.

WE HEREBY CERTIFY TO: SCHRÖDER-MANATEE RANCH INC.

THAT THIS SURVEY WAS COMPLETED UNDER OUR DIRECTION AND THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 475.007, FLORIDA STATUTES, AND CHAPTER 63-17.06 OF THE FLORIDA ADMINISTRATIVE CODE. NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

TYPE OF SURVEY PER 63-17.06:  
 Boundary  
 DATE FIELD SURVEY COMPLETED:  
 4/15/23

STANTEC CONSULTING SERVICES, INC. (LB #7866)  
 Digitally signed by Robert Cunningham  
 Date: 2023.04.24 16:33:00 -0400  
 BY: Robert E. Cunningham, Professional Surveyor & Mapper  
 FLORIDA REGISTRATION CERTIFICATE NO. 3824

- LEGEND:**
- = 4" CONCRETE MONUMENT FOUND - AS SHOWN
  - = 4" CONCRETE MONUMENT SET - LB #7866
  - = 3/8" CAPPED IRON ROD SET - LB #7865
  - ⊕ = 3/8" CAPPED IRON ROD FOUND - AS SHOWN
  - ⊞ = CHISEL CROSS
  - ⊙ = SET MAGNOLIA & DISK - LB #7860
  - C/L = CENTERLINE
  - A/C = AIR CONDITIONER
  - ⊗ = WATER METER
  - ⊞ = CABLE TV RISER
  - POP = PERMANENT CONTROL POINT
  - R/W = RIGHT OF WAY
  - POB = PERMANENT REFERENCE MONUMENT
  - ± = CENTERLINE
  - SF = SQUARE FEET
  - (R) = RADIAL
  - (P) = PLAT
  - (M) = MEASURED
  - ⊞ = TELEPHONE RISER
  - ⊞ = SANITARY CLEANOUT
  - ⊞ = LIGHT POLE
  - ⊞ = ELECTRIC RISER
  - ⊞ = WELL
  - ⊞ = VALVE BOX
  - ⊞ = GAS RISER

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



TASK CODE: 210	DRAWN BY: AW	CHECKED BY: RRC	CAD FILE: 215617101	PROJECT NO: 215617101	SHEET: 1 OF 1	DRAWING INDEX NO: 215617101v-stu01-FDOT	REV:
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**CONSENT AGENDA**

**May 23, 2023**

**General Counsel's Report: Authorization to Issue Administrative Complaint and Order — Unauthorized Construction — John Rudnianyn, as Trustee for International Property Services Corp. — CT No. 409683 — Marion County**

Beginning on May 18, 2020, District staff have conducted multiple inspections at a 20-acre parcel of land in Marion County on West Highway 40 just west of SW 133rd Avenue (the Property), which lists John S. Rudnianyn, trustee of the International Property Services Corporation as the Owner. Since the initial inspection on May 18, 2020, District staff have issued four (4) separate Notice of Unauthorized Activity letters (“Notices”) to the Owner concerning violations of Florida law and applicable rules of the District found at the Property. Specifically, in Notices dated May 18, 2020, and November 19, 2020, the District alleged findings of the clearing and grading of all 20 acres of the Property, which resulted in the placement of fill in the floodplain area. In Notices dated May 10, 2021, and December 22, 2021, the District alleged findings of the filling and grading of a surface water area on the Property that led to impacts to the stormwater management system within the right-of-way of State Road 40 adjacent to the Property.

These above-described activities have occurred without the issuance of an Environmental Resource Permit (ERP) in violation of Section 373.413 and Subsection 373.430(1)(b), Florida Statutes, and Rule 62-330.020, Florida Administrative Code. District Staff and consultants representing the Owner met on February 19, 2021, to discuss the possibility of submitting an ERP for the clearing and grading activities found on the Property. Then on November 4, 2021, the District accepted a proposed grading plan submitted by the Owner’s consultants to restore the Property to existing conditions. To date, no ERP application has been received by the District, nor have any restoration activities been documented at the Property.

The matter has been forwarded to the Office of the General Counsel and on January 23, 2023, staff issued a Notice of Violation and Proposed Consent Order advising Mr. Rudnianyn of the outstanding violations. Although Mr. Rudnianyn has had some contact with District staff, he has not responded himself, or through representatives, to the allegations contained in the Notice of Violation letter, nor indicated whether he would agree to sign the Proposed Consent Order. The Property remains out of compliance with Florida law and applicable rules of the District.

**Staff Recommendation:**

1. Authorize District staff to issue an Administrative Complaint and Order to Permittee and any necessary parties to obtain compliance with District rules.
2. Authorize District staff to initiate an action in Circuit Court against Permittee and any necessary party to recover a civil penalty/administrative fine, enforcement costs, litigation costs, and attorneys’ fees, if appropriate.
3. Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, if necessary.

**Presenter:**

Andrew B. Thornquest, Senior Attorney, Office of General Counsel

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**CONSENT AGENDA**

**May 23, 2023**

**General Counsel's Report: Approval of Settlement Agreement between Warm Mineral Springs Inc., Sarasota County, and SWFWMD – Quiet Title – Case No. 2022-CA-003 – Sarasota County**

This matter involves a lawsuit filed by Warm Mineral Springs, Inc., against Sarasota County (County) and the Southwest Florida Water Management District (District) to quiet title in a parcel of property located adjacent to the Deer Prairie Creek Preserve (Preserve).

Deer Prairie Creek is a tributary of the Myakka River located in south-central Sarasota County. The Preserve encompasses approximately 6,400 acres of land and, in combination with other lands to the north, protects the Deer Prairie Creek along with nearly six miles of the Myakka River's east bank. In 2002, the County and the District formed a partnership to jointly acquire fee-simple title to the property within the Preserve. The District owns and cooperatively manages an undivided fifty-percent interest in the Preserve, which is insured under a title policy issued by Old Republic National Title Insurance Company.

On November 3, 2022, Warm Mineral Springs, Inc., added the District as a party to ongoing litigation with the County concerning the ownership of a 3-acre parcel of land located adjacent to the Preserve (Disputed Property). District staff worked cooperatively with the County and determined that the Disputed Property was inadvertently included in the legal description within the District and the County's deeds. As a result, the parties engaged in settlement discussions and negotiated an amicable resolution of the lawsuit.

The proposed resolution requires the parties to agree to the entry of a final judgment in favor of the Plaintiff and enter into a settlement agreement that provides the County with the option to purchase the Disputed Property. Entry of the final judgment is necessary for Warm Mineral Springs, Inc., to transfer clear title to the County and is consistent with District staff's assessment of the lawsuit. Under the proposed resolution, the County must exercise the purchase option on or before June 23, 2023. If the Governing Board approves the Settlement Agreement, there will be no financial impact on the District. A copy of the draft Settlement Agreement is included as Exhibit 1 to this Recap, and the final version will be provided to the Governing Board before the May 23, 2023 meeting.

Staff Recommendation:

1. Approve the Settlement Agreement.
2. Authorize District staff to pursue compliance with the terms and conditions of the approved Settlement Agreement, including filing any appropriate actions in Circuit Court, if necessary.

Presenter:

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

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into between Plaintiff, WARM MINERAL SPRINGS, INC., a Florida Profit Corporation (“WMS”), Defendant, SARASOTA COUNTY, a Political Subdivision of the State of Florida (“County”) and SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a Public Corporation created by Chapter 61-691 Laws of Florida (“SWFWMD”) this \_\_\_\_ day of May, 2023.

**RECITALS**

WHEREAS, WMS has brought claims to quiet title and for declaratory judgment in Case Number 2022-CA-003832-SC, Circuit Court, Sarasota County, Florida against County and SWFWMD;

WHEREAS, the real property which is the subject of this action is located in Sarasota County at the end of Loranza Avenue abutting the North Port city limit and is legally described as follows:

Begin at the SE corner of Sec. 25, Twp. 39 South, Rge. 20 East, as recovered and referenced by State Road Dept. in 1937 and re-established by Mosby in 1954; thence N 0 deg. 01' W along the East line of Sec. 25, 5280.00 feet to the SE corner of Sec. 24 for a P.O.B.; thence continue N 0 deg 01' W along the E line of Sec. 24, 833.97 feet; thence S 89 deg 31'13" W, 4728.79 feet; thence S. 0 deg. 09'26" W 570.14 feet to the S line of Sec. 24; thence S 87 deg. 17'09" E along the S line of Sec. 24; 4735.74 feet to the P.O.B.; being and lying in Sec. 24, Twp. 39 South, Rge. 20 East, containing 76.23 acres, less part in Plat of Warm Mineral Springs, Units 52, 61, 62, 63 and 79.

Parcel ID Number: 0768160081 (hereinafter “the Property”)

WHEREAS, the parties have entered into a full and final settlement of the claims pending in Case Number 2022-CA-003832-SC on the following terms and conditions, and, the Board of County Commissioners County has approved this Settlement Agreement.



NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, WMS, County and reasonable agree as follows:

1. The above recitals are true and correct.
2. As soon as practicable, counsel for WMS, County and SWFWMD shall all sign a stipulation to entry of a final judgment in favor of WMS for all the claims brought by WMS, using the stipulation and judgment form attached hereto as **Exhibit "A"**. As soon as this Stipulation has been signed, counsel for WMS shall submit the Final Judgment to the Court for entry and thereafter may record the judgment in the official records of Sarasota County, Florida.
3. WMS hereby grants an option to the County to purchase the Property for \$240,000.00 so long as the closing occurs on or before June 30, 2023. If the County has not received Board of County Commissioner approval to proceed with the closing, or if the County does not close on the option on or before June 30, 2023 for any other reason, the option shall be extinguished and WMS shall be free to sell the property to anyone it wishes and on any terms and conditions at the sole and absolute discretion of WMS.
4. In the event County elects to exercise the option to purchase the Property, it shall notify WMS (notice to be given by e-mail to WMS attorneys David Boyette and Cord Mellor) as soon as practicable and not later than June 23, 2023. In the event the County gives such notice:
  - a) The transaction will close on or before June 30, 2023 and the County shall select the closing agent.
  - b) The County shall pay all closing costs so that WMS shall receive not less than \$240,000.00 at the closing.
  - c) WMS shall convey title by statutory warranty deed subject to property taxes for the year of closing and covenants, restrictions and easements of record.

- d) The property will be sold in its present “as is” condition with no representations or warranties of any kind.

5. In the event of any litigation to construe or enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of their reasonably attorneys’ fees, expenses and costs incurred in connection therewith, including, without limitation, both trial court and appellate court proceedings.

6. Except for the conditions, covenants and obligations of this Settlement Agreement, WMS and County, and their heirs, successors and assigns, hereby release, acquit and fully and forever discharge each other, and their respective heirs, successors, insurer’s and assigns, of and from and against any and all claims, demands, actions, causes of action, suits, debts, torts, intentional torts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, controversies, agreements, promises, variances, trespasses, executions, damages, losses or other liabilities whatsoever, judgments or suits, of every name, nature and kind, both in or at law or in equity, whether known or unknown, whether fixed or contingent, whether accrued or to accrue, whether legal or equitable in nature, whether asserted or un-asserted, from the beginning of time to the execution of this Settlement Agreement, and which relate in any way to the claims which were brought in Case Number 2022-CA-003832-SC or which relate in any way to the Property.

7. Except for the conditions, covenants and obligations of this Settlement Agreement, WMS and SWFWMD, and their heirs, successors and assigns, hereby release, acquit and fully and forever discharge each other, and their respective heirs, successors, insurer’s and assigns, of and from and against any and all claims, demands, actions, causes of action, suits, debts, torts, intentional torts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants,

contracts, agreements, controversies, agreements, promises, variances, trespasses, executions, damages, losses or other liabilities whatsoever, judgments or suits, of every name, nature and kind, both in or at law or in equity, whether known or unknown, whether fixed or contingent, whether accrued or to accrue, whether legal or equitable in nature, whether asserted or un-asserted, from the beginning of time to the execution of this Settlement Agreement, and which relate in any way to the claims which were brought in Case Number 2022-CA-003832-SC or which relate in any way to the Property.

8. The Parties make no representations respecting any tax consequences or tax treatment related to this Settlement Agreement. Accordingly, the Parties shall each bear their own tax responsibilities and liabilities respecting this Settlement Agreement.

9. The Parties acknowledge that this Settlement Agreement is a fully integrated document and constitutes the entire agreement and understanding between the Parties. This Settlement Agreement supersedes all prior or contemporaneous agreements and understandings, negotiations, inducements, or conditions, express or implied, oral or written, among the Parties. The Parties expressly disclaim reliance on any representations, written or oral, other than those expressly contained in this Settlement Agreement.

10. The Parties acknowledge that they have fully read and understand each provision of this Settlement Agreement; that the terms and conditions of this Settlement Agreement were arrived at in arms' length negotiations between the Parties; and that each party has given due and full consideration to the legal position and interests of herself or himself and of the other Party in regard to the provisions contained herein. The Parties acknowledge that each is represented by counsel of their choice, and, having conferred with such counsel, acknowledge and agree that they

are entering into this Settlement Agreement deliberately, advisedly and of their own free will and volition.

11. No modification, waiver, amendment, discharge or change of this Settlement Agreement shall be valid unless the same is in writing and signed by the Parties against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

12. This Settlement Agreement will inure to the benefit of and be binding upon the Parties and their respective predecessors, heirs, successors and assigns.

13. If any provision of this Settlement Agreement is held for any reason to be void, voidable, unlawful, invalid or unenforceable, such invalidity or unenforceability will not affect any of the other terms hereof and the remaining portions shall remain in full force and effect, and this Settlement Agreement will be construed as if such invalid or unenforceable term had never been contained therein.

14. In the event that an ambiguity or any question of intent or interpretation arises, the Parties agree that this Settlement Agreement shall be construed as if drafted and prepared jointly by each of the Parties hereto (through their respective counsel), and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Settlement Agreement.

15. This Settlement Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Florida, without regard to choice of law principles. The exclusive venue for the resolution of any dispute related to this Settlement Agreement shall be in Sarasota County, Florida.

WARM MINERAL SPRINGS, INC.,  
a Florida Profit Corporation

SARASOTA COUNTY  
a political Subdivision of the State of Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT, a Public Corporation  
created by Chapter 61-691 Laws of Florida

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA

WARM MINERAL SPRINGS, INC.,  
a Florida Profit Corporation,

Plaintiff,

vs.

**CASE NO. 2022 CA 003832 SC**

SARASOTA COUNTY, a political  
subdivision of the State of Florida,

Defendant.

Defendants.

\_\_\_\_\_ /

**FINAL JUDGMENT QUIETING TITLE**

THIS ACTION came before the Court on a joint stipulation submitted by all parties pursuant to a Settlement Agreement among all of the parties to this case. It is hereby FOUND, ORDERED AND ADJUDGED:

1. The real property which is the subject of this action is located in Sarasota County at the end of Loranza Avenue abutting the North Port city limit and is legally described as follows:

Begin at the SE corner of Sec. 25, Twp. 39 South, Rge. 20 East, as recovered and referenced by State Road Dept. in 1937 and re-established by Mosby in 1954; thence N 0 deg. 01' W along the East line of Sec. 25, 5280.00 feet to the SE corner of Sec. 24 for a P.O.B.; thence continue N 0 deg 01' W along the E line of Sec. 24, 833.97 feet; thence S 89 deg 31'13" W, 4728.79 feet; thence S. 0 deg. 09'26" W 570.14 feet to the S line of Sec. 24; thence S 87 deg. 17'09" E along the S line of Sec. 24; 4735.74 feet to the P.O.B.; being and lying in Sec. 24, Twp. 39 South, Rge. 20 East, containing 76.23 acres, less part in Plat of Warm Mineral Springs, Units 52, 61, 62, 63 and 79.

Parcel ID Number: 0768160081 (hereinafter "the Property")

2. This Court has jurisdiction of the parties and the subject matter of this action.

3. Plaintiff, WARM MINERAL SPRINGS, INC., a Florida Profit Corporation, owns and holds the valid fee simple title to the Property, free and clear of any claim or interest of Defendant, SARASOTA COUNTY, a political Subdivision of the State of Florida or Defendant, SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created by Chapter 61-691 Laws of Florida, or any person claiming by, through or under either of the Defendants. Title to the property is hereby quieted in Plaintiff against both Defendants, and their respective successors and assigns, if any, and all others claiming by, through or under them to have any right, title or interest in or to the Property, and all of their claims or purported claims to the Property are cancelled. All clouds to Plaintiff's title to the Property, including but not limited to those arising from the deeds recorded in the Official Records of Sarasota County at Instrument Number 2004008685 and Instrument Number 2005056826 are removed and the title to the Property is forever quieted in Warm Mineral Springs, Inc.

4. The Court retains jurisdiction to enforce the parties Settlement Agreement and to enter such further orders as may be just and proper.

DONE AND ORDERED in chambers at Sarasota County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Honorable Charles Sniffen  
Circuit Court Judge

Confirmed Copies to:

David L. Boyette, Esquire ([David.boyette@arlaw.com](mailto:David.boyette@arlaw.com)) ([Helen.martin@arlaw.com](mailto:Helen.martin@arlaw.com))

David M. Pearce, Esquire ([dpearce@scgov.net](mailto:dpearce@scgov.net))

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**CONSENT AGENDA**

**May 23, 2023**

**Executive Director's Report: Approve Governing Board Minutes - April 25, 2023**

Staff Recommendation:

Approve minutes as presented.

Presenter:

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





**GOVERNING BOARD MEETING  
TUESDAY, APRIL 25, 2023 – 9:00 A.M.  
7601 US 301 NORTH, TAMPA, FL 33637  
MINUTES**

Board Members Present

Joel Schleicher, Chair  
Ed Armstrong, Vice Chair  
Michelle Williamson, Secretary  
John Mitten, Treasurer  
Kelly Rice, Former Chair  
Jack Bispham, Member  
Ashley Bell Barnett, Member  
John Hall, Member  
James Holton, Member  
Dustin Rowland, Member  
Robert Stern, Member

Staff Members

Brian J. Armstrong, Executive Director  
Amanda Rice, Assistant Executive Director  
Chris Tumminia, General Counsel  
Brian Werthmiller, Inspector General  
Jennette Seachrist, Division Director  
Michelle Hopkins, Division Director  
Brian Starford, Division Director  
Michael Molligan, Division Director  
Brandon Baldwin, Division Director

Board Administrative Support

Virginia Singer, Board & Executive Services Manager  
Lori Manuel, Lead Administrative Coordinator

**1. Convene Public Meeting**

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., April 25, 2023, at the Tampa Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

This meeting was available for live viewing through Internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at [WaterMatters.org](http://WaterMatters.org).

**1.1 Call to Order**

Chair Joel Schleicher called the meeting to order. He noted that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. Chair Schleicher stated that anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should complete and submit a "Request to Speak" card. Chair Schleicher stated that comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the Chair. He also requested that several individuals wishing to speak on the same topic designate a spokesperson. Chair Schleicher introduced each member of the Governing Board and staff present at the dais (this served as roll call). A quorum was confirmed.

**1.2 Invocation and Pledge of Allegiance**

Board Member James Holton offered the invocation and Pledge of Allegiance.

**1.3 Employee Recognition**

None were presented.

**1.4 Additions/Deletions to Agenda**

Mr. Brian Armstrong, Executive Director, stated that at the request of Chair Schleicher, the following item was being added for discussion and the General Counsel's Report would be discussed following the Consent Agenda.

**General Counsel's Report**

**7.3 Unauthorized Access and Misuse of Confidential Public Records**

Mr. Armstrong stated there was an edit to the March 28 draft Governing Board minutes. Item 2.6 should have been stricken as it was deleted from the March agenda.

**Chair Schleicher stated there was good cause to approve the amended agenda as allowed by Section 120.525, Florida Statutes.**

**1.5 Public Input for Issues Not Listed on the Published Agenda**

Mr. David Ballard Geddes spoke regarding constitutional concerns.

**Consent Agenda**

**Finance/Outreach and Planning Committee**

**2.1 Water Reuse Week**

Staff recommended the Board approve and execute Resolution No. 23-03 declaring May 14-20, 2023 as "Water Reuse Week."

**2.2 Knowledge Management: Election of Governing Board Officers Policy**

Staff recommended the Board approve the proposed changes to the policy.

**Resource Management Committee**

**2.3 Budget Transfer for Hurricane Ian Storm Debris Management on the Peace Creek Canal**

**(B077)**

Staff Recommendation:

1. Approve the request to proceed with the Peace Creek Canal Debris Management project (B077).
2. Authorize the transfer of \$2,395,719 from the following CFI projects to the Peace Creek Canal Debris Management project (B077):
  - \$1,242,718 from City of Bradenton – Aquifer Protection Recharge Well Cooperative Funding Initiative project (N842)
  - \$15,000 from Tarpon Springs – Water Conservation Program Phase IV (Q322)
  - \$564,000 from Manatee County – IA Buckeye Reclaimed Water Transmission (Q344)
  - \$517,383 from Tampa Bay Water Demand Management (Q087)
  - \$56,618 from Manatee County – Toilet Retrofit Phase 14 (Q168)
3. Authorize the Assistant Executive Director, or authorized designee to sign the revenue contract with the NRCS.

**2.4 Budget Transfer for Hurricane Ian Storm Debris Management on Flint Creek (B016)**

Staff recommended the Board:

1. Approve the request to proceed with the Flint Creek Debris Management project (B016).
2. Authorize the transfer of \$950,400 from a cancelled CFI project with the City of Bradenton – Aquifer Protection Recharge Well project (N842) to the Flint Creek Debris Management project (B016).
3. Authorize the Assistant Executive Director, or authorized designee, to sign the revenue contract with the NRCS.

**2.5 Approve the Duck Pond Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Hillsborough County (N897)**

Staff recommended the Board approve use of the Duck Pond Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Hillsborough County.

**2.6 Recommend FY2024 Springs Projects for FDEP Funding Consideration**

Staff recommended the Board approve the list of three springs projects for submittal to the Florida Department of Environmental Protection.

**2.7 FARMS – FD Berries USA LLC (H804), Highlands County**

Staff recommended the Board:

1. Approve the FD Berries USA LLC project for a not-to-exceed project reimbursement of \$112,611 provided by the Governing Board;
2. Authorize the transfer of \$112,611 from fund 010 H017 Governing Board FARMS Fund to the H804 FD Berries USA, LLC project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

**Operations, Lands and Resource Monitoring Committee**

**2.8 Panasoffkee Outlet Cattle Lease Amendment, SWF Parcel No. 19-441-112X**

Staff recommended the Board approve the First Amendment to Cattle Grazing Lease and authorize the Chair to execute the First Amendment to Cattle Grazing Lease on behalf of the District.

**2.9 Easement Agreement - Hilochee Osprey Wildlife Management Area CFWI Well Site, SWF Parcel No. 20-020-185**

Staff recommended the Board Approve the easement agreement and authorize the Executive Director to sign on behalf of the District.

**2.10 Release and Relocation of Easement for ROMP TR 7-4, SWF Parcel No. 21-020-040**

Staff recommended the Board approve the Amendment that provides for release and relocation of the existing easement.

**General Counsel's Report**

**2.11 Interagency Agreement between SFWMD and SWFWMD - Designation of Regulatory Responsibility to SWFWMD for Environmental Resource Permit No. 850358 - Providence N27 - Polk County**

Staff recommended the Board approve the Interagency Agreement Between the South Florida Water Management District and the Southwest Florida Water Management District for Designation of Regulatory Responsibility for an ERP for Applied Building Development Company for the above-described project.

**2.12 Approval of Consent Order between SWFWMD and Ronald Neff – Unauthorized Construction – CT No. 418574 – Charlotte County**

Staff recommended the Board:

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

**2.13 Approve Governing Board Minutes - March 28, 2023**

Staff recommended the Board approve the minutes as presented.

**A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously.** (Audio – 00:09:35)

**General Counsel's Report**

**7.1 Consent Item(s) Moved to Discussion** - None

**7.3 Unauthorized Access and Misuse of Confidential Public Records**

Mr. Chris Tumminia, General Counsel, stated that a former District employee attended recent Governing Board meetings and provided public comments that referenced confidential information that may have been breached concerning a current District employee. Mr. Tumminia stated that an investigation has been opened. He indicated once the investigation is completed, a determination will be made if legal action is initiated. Chris Tumminia stated the Board would be updated once the investigation is completed.

Chair Schleicher stated that while comments related to District matters are appreciated, any matters related to Human Resource issues are not appropriate for these meetings and should be managed by staff.

Mr. Chris Tumminia explained that allegations were also alleged that a previous employee was discriminated against based on her sexual orientation. He stated that in 2018 the Office of General Counsel provided a thorough investigation regarding this allegation. A comprehensive report was completed which found no evidence supporting this claim. He stated this report is public record.

Mr. Brian Werthmiller, Inspector General, stated that procedures were performed regarding the allegations made by the former District employee referencing the current Human Resources Office Chief. They were found to be untrue.

Mr. Tumminia responded to questions from the Board.

Chair Schleicher proposed a motion that would allow the District to take legal action to protect the District, the Board, and District staff. Mr. Tumminia stated that General Counsel cannot file a lawsuit without the expressed consent of the Board. Chair Schleicher withdrew his motion.

Based on discussion, Chair Schleicher provided direction to staff to research solutions from other agencies with similar circumstances and suggestions be provided by staff regarding modifying the process that allows public comment. Mr. Tumminia responded in the affirmative.

This item was initially to be presented as an action item. However, no action was taken at this time.

**7.2 Approval of Final Order - Feltquate v. SWFWMD and Venetian Community Development District - DOAH Case No. 22-2212 - Environmental Resource Permit Application No. 836578 - Sarasota County**

Mr. Andrew Thornquest, Senior Attorney, presented historical information regarding the challenge to the proposed environmental resource permit submitted by the Venetian Community Development District. He provided an overview of the Recommended Order and the District's Final Order Authority.

Mr. Thornquest read into the record a statement from the Venetian Community Development District lawyer, Mr. Mark Hanson, in support of the Final Order.

Staff recommended the Board:

1. Adopt the Recommended Order as the District's Final Order.
2. Approve and sign the attached proposed Final Order that issues ERP Number 43021171.037 to Venetian Community Development District.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio - 00:33:08)

**Finance/Outreach and Planning Committee**

Treasurer John Mitten called the committee meeting to order. (Audio - 00:33:47)

**3.1 Consent Item(s) Moved to Discussion - None**

**3.2 Investment Strategy Quarterly Update**

Mr. John Grady, Public Trust Advisors, presented an overview of the District's portfolio strategy for the last quarter (January 1, 2023 through March 31, 2023). He presented information regarding inflation, Gross Domestic Product, jobs growth, the housing market, banking system concerns, and interest rates. Mr. Grady addressed Federal funds rate hike expectations. Mr. Grady responded to questions.

Staff recommended the Board accept and place on file the District's Quarterly Investment Reports for the quarter ended March 31, 2023.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio – 01:07:51)

**3.3 Budget Transfer Report**

This was presented for information only. No action was required.

**3.4 Office of Inspector General Quarterly Update January 1 to March 31, 2023**

This was presented for information only. No action was required.

**Resource Management Committee**

Board Member Ashley Bell Barnett called the committee to order. (Audio – 01:08:17)

**4.1 Consent Item(s) Moved to Discussion – None**

#### **4.2 Fiscal Year 2024 Cooperative Funding Update**

Mr. Kevin Wills, Cooperative Funding Initiative Lead, presented an update regarding the Fiscal Year (FY) 2024 Cooperative Funding Initiative (CFI) projects that staff is recommending for funding. He outlined the timeline associated with the CFI process. Mr. Wills presented a comparison table which outlined CFI applications received, funding requests and amounts funded from FY20 through FY24. He stated there were no changes to the FY24 funding. However, there were changes to the evaluation process. This included the update to the CFI Policy, approved at the March Board meeting, concerning the treatment of grant funding on projects. Additionally, all ongoing project evaluations will include the "initial board approved project amount" as requested by the Board. He stated that projects N850 and Q357 were updated to include funding matches by project cooperators.

Mr. Wills provided an overview of the eight large-scale Alternative Water Supply projects being recommended for funding. This included seven projects that are receiving grant funding.

Mr. Wills provided an overview of the fifteen 1A Priority projects being recommended for funding. In addition, he outlined updated changes to project N850.

Mr. Wills stated there is an evaluation for springs project, Old Homosassa Park Septic Conversion project. It is a third-party review project and will be presented to the Board once that review is completed.

Mr. Wills provided an overview of the six new projects that were being recommended for funding. He stated that project Q357 was updated and outlined the changes.

Mr. Wills provided an update regarding information that was requested at the February Board meeting concerning an update on any new data for the Brackish Lower Floridan Aquifer projects with the Polk Regional Water Cooperative.

Mr. Wills provided a breakdown of the Recommended Annual Service Budget amount of \$61,959,146.

Staff recommended the Board:

1. Approve budget transfer from H094 Polk Partnership for a total amount of \$30,534,500 to:
  - a. Q184 - Brackish - Polk Regional Water Cooperative Southeast Wellfield Implementation for \$9,100,000;
  - b. Q216 - Interconnects - Polk Regional Water Cooperative Regional Transmission Southeast for \$9,300,000;
  - c. Q308 - Brackish - Polk Regional Water Cooperative West Polk Wellfield for \$11,300,000
  - d. Q309 - Brackish - Polk Regional Water Cooperative Test Production Well #2 West Polk Wellfield for \$834,500
2. Approve staff recommendation to include the four remaining AWS, the sixteen 1A, and the six new CFI projects (Q373, Q371, Q387, Q391, Q357, and W024) in the District's FY2024 RASB in the amount of \$61,959,146.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio – 01:19:51)

#### **4.3 FARMS – Bayside Sod (H813), Manatee County**

Board Member Jack Bispham recused himself from voting on this item due to a family member's ownership of Bayside Sod.

Ms. Carole Estes, FARMS Program Manager, provided an overview of the project and outlined the costs and benefits associated with it.

Staff recommended the Board:

1. Approve the Bayside Sod project for a not-to-exceed project reimbursement of \$378,829 with \$378,829 provided by the Governing Board;
2. Authorize the transfer of \$378,829 from fund 010 H017 Governing Board FARMS Fund to the H813 Bayside Sod project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio – 01:22:21)

#### **4.4 Southern Water Use Caution Area Recovery Strategy – Five-Year Assessment for FY2017-2021**

Mr. Randy Smith, Natural Systems & Restoration Bureau Chief, presented a historical timeline regarding the establishment of the Southern Water Use Caution Area (SWUCA) Recovery Strategy. Mr. Smith summarized the status of the four main goals and the six major elements necessary to accomplish them by 2025. He presented a graph outlining hydrologic conditions within the SWUCA since the adoption of the Recovery Strategy. Mr. Smith presented a graph which shows a decline in the ten-year moving average of groundwater withdrawals in the SWUCA. He stated there were several reasons for this which included the development of alternative water supplies, increased use of reclaimed water, significant conservation efforts, FARMS program projects, land use transitions and improved rainfall conditions.

This item was for information only. No action was required.

#### **Operations, Lands and Resource Monitoring Committee**

Board Member Jack Bispham called the committee to order. (Audio – 01:55:24)

#### **5.1 Consent Item(s) Moved to Discussion - None**

#### **5.2 Hydrologic Conditions Report**

Ms. Tamera McBride, Hydrologic Data Manager, presented a rainfall distribution map for March, a 12-month rainfall map, a 12-month departure from mean graph, and map of average rainfall for April. Ms. McBride stated groundwater levels remained in the normal range but showed declines. Surface water levels were in the normal to below normal range. Water supply levels in the Hillsborough reservoir showed declines. Water supply levels remained sufficient for the dry season in the Bill Young Reservoir but showed declines. Ms. McBride stated that rivers remained in the normal to below normal range. Ms. McBride presented temperature and precipitation information for upcoming months.

This item was for information only. No action was required.

**5.3 Offer for Surplus Lands – Tampa Bypass Canal (TBC-10), SWF 13-001-744S**

Items 5.3, 5.4 and 5.5 were presented in one presentation but voted on individually.

Ms. Ellen Morrison, Land Resources Bureau Chief, presented an overview of the Land Resources Bureau. She outlined the responsibilities of the Real Estate and Land Management sections.

Ms. Morrison provided an overview of the Tampa Bay Bypass Canal parcel (TBC-10). This included location maps, property information, and terms of the offer to purchase.

Staff recommended the Board:

- Accept the offer of \$630,000;
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on the behalf of the District;
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed;
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the buyer;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio – 02:09:47)

**5.4 Offer for Surplus Lands – Lake Panasoffkee (LP-2), SWF Parcel No. 19-528-159S**

Ms. Morrison provided an overview of the Lake Panasoffkee (LP-2). This included location maps, property information, and terms of the offer to purchase.

Staff recommended the Board:

- Accept the offer of \$276,000, subject to a conservation easement;
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on the behalf of the District;
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed;
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the buyer;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio - 02:12:10)

**5.5 Offer for Surplus Lands – Green Swamp East (GSE-3), SWF Parcel No. 10-200-1282S**

Ms. Morrison provided an overview of the Green Swamp East (GSE-3). This included location maps, property information, and terms of the offer to purchase.

Staff recommended the Board:

- Accept the offer and authorize the Executive Director to sign the Contract for Sale and Purchase; and
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim



Deed; and

- Authorize the conveyance of the District's interest in all phosphate, minerals, metals and petroleum in or on or under the land upon request of the buyer; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio – 02:14:07)

**5.6 Purchase and Sale Agreement - Fredrick Ranch - Lower Peace River Corridor Project, SWF Parcel No. 20-695-118C**

Ms. Morrison provided an overview of the Frederick Ranch. This included how this property meets the District's Areas of Responsibility (AOR), location maps, property information, and terms of the offer to acquire. The Board recognized Mr. Fredrick and expressed appreciation.

Staff recommended the Board:

- Accept the appraisals for the conservation easement;
- Approve the Purchase and Sale Agreement and authorize the Executive Director or designee to sign on the behalf of the District;
- Designate SWF Parcel No. 20-265-118C as having been acquired for conservation purposes;
- Authorize staff to make minor changes or corrections to conform documents or correct errors; any substantive changes will be subject to Governing Board review and approval;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms; and
- Approval to encumber and roll the funds for payment in the following year, in the event the closing does not occur before the end of the current fiscal year

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio - 00:2:19:11)

**Regulation Committee**

Board Member John Hall called the committee to order. (Audio – 02:19:38)

**6.1 Consent Item(s) Moved to Discussion - None**

**6.2 Denials Referred to the Governing Board**

None were presented.

**Committee/Liaison Reports**

**8.1 Agricultural and Green Industry Advisory Committee**

A written summary of the March 14 meeting was provided.

**Executive Director's Report**

**9.1 Executive Director's Report**

Mr. Brian Armstrong, Executive Director, recognized staff's efforts, and the Board's support regarding the SWUCA.

**Chair's Report**

**10.1 Chair's Report**

The next Governing Board meeting is on May 23 at 9:00 a.m., in the Tampa Office.

**10.2 Employee Milestones**

**Adjournment**

The meeting adjourned at 11:22 a.m.

DRAFT

**Governing Board Meeting**  
**May 23, 2023**

**3. FINANCE/OUTREACH & PLANNING COMMITTEE**

3.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion ..... 166

3.2 **Discussion:** Information Item: 2023 Legislative Update ..... 167

3.3 **Submit & File:** Information Item: Budget Transfer Report ..... 168

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**May 23, 2023**

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

Staff Recommendation:

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

Presenters:

Michael Molligan, Division Director, Employee, Outreach and General Services

Brandon Baldwin, Division Director, Business and IT Services

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**May 23, 2023**

**Discussion: Information Item: 2023 Legislative Update**

With the 2023 Legislative Session scheduled to conclude May 5, this presentation will highlight environmental funding including any dollars the District receives from the state.

In addition to the state budget, District staff track proposed legislation that could impact the water resources or District activities.

Staff will provide information on this year's legislation and its impact to the District.

**Staff Recommendation:**

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

**Presenter:**

Cara Martin, Office Chief, Government and Community Affairs

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**May 23, 2023**

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

*Purpose*

Provide the Budget Transfer Report covering all budget transfers made during the month of April 2023.

*Background*

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of April 2023.

Staff Recommendation:

Present the Budget Transfer Report for the Board's information. No action required.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**Budget Transfer Report**  
**April 2023**

Item No.	--- TRANSFERRED FROM --- Bureau / Expenditure Category	--- TRANSFERRED TO --- Bureau / Expenditure Category	Reason For Transfer	Transfer Amount
<b><u>Change from Original Budget Intent</u></b>				
1	Land Resources Land Purchases & Awards	Land Resources Appraisal Services	Transfer of funds originally budgeted for acquisition of perpetual easements in support of the District's groundwater monitoring wells network within the Central Florida Water Initiative (CFWI) area. The funds are no longer required since staff have been able to acquire easements from local agencies at no cost. Additional funds are needed for appraisal services in support of the Surplus Lands Program. The number of appraisals conducted has been significantly greater than originally anticipated due to the robust real estate market and the streamlining of the sale process. Per Florida statutes, appraisals are required for the sale or exchange of District lands within 360 days before the effective date of a contract for sale.	\$ 55,000.00
2	Data Collection Salaries	Data Collection Overtime	Transfer of funds originally budgeted for staff salaries within the Hydrologic Data Section. The funds are no longer required due to several unanticipated vacancies within the Hydrologic Data Section. The unanticipated vacancies have required staff to work overtime. The additional funds are needed for overtime compensation for Hydrologic Data Section staff to maintain the District's large network of data collection sites for the remainder of the fiscal year. Proper maintenance of the District's data collection network ensures timely measurements and prevents loss of critical data.	8,000.00
3	Operations Consultant Services	Government and Community Affairs Consultant Services	Transfer of funds originally budgeted for engineering and inspection services required for the Medard Reservoir Toe Drain Replacement construction. Professional engineering services were completed under budget for the project. The funds are required for consultant services to assist the District in identifying grant opportunities best suited to the District's mission. These services are in response to discussion at the Governing Board's November 2022 workshop.	27,850.00
4	Operations Vegetation Management Services	Operations Vegetation Management Services	Transfer of funds originally budgeted for invasive plant control services at the Rock Ponds Restoration project site. The funds are no longer required for the remainder of this year due to an annual cost savings after the services were re-bid. The funds are being transferred for invasive plant control services at the Huber Tract associated with the Terra Ceia Ecosystem Restoration project based on recent bids. These funds will be combined with the \$50,000 originally budgeted.	16,800.00
<b>Total Change from Original Budget Intent</b>				<b>\$ 107,650.00</b>
<b><u>Consistent with Original Budget Intent</u></b>				
1	Water Resources Other Contractual Services	Water Resources Rental of Other Equipment	Funds are needed for the original purpose budgeted for contracted services associated with the Aquifer Recharge Testing at Flatford Swamp. The funds are being transferred to the appropriate accounting codes to track an equipment lease of four chemical skids used in conjunction with the operational testing of this project. The amount transferred will cover the remainder of the current fiscal year.	\$ 24,950.00
2	Natural Systems & Restoration Consultant Services	Engineering & Project Management Consultant Services	Funds are needed for the original purpose budgeted for the development of technical specifications for construction solicitations and agreements. The funds are being transferred from the Natural Systems & Restoration Bureau to the Engineering & Project Management Bureau for oversight of the project.	60,000.00

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**Budget Transfer Report**  
**April 2023**

Item No.	--- TRANSFERRED FROM --- Bureau / Expenditure Category	--- TRANSFERRED TO --- Bureau / Expenditure Category	Reason For Transfer	Transfer Amount
3	Regulatory Support Consultant Services Miscellaneous Permits & Fees	Regulatory Support Consultant Services	Funds are needed for the original purpose budgeted for consultant services and fees associated with a pre-application assessment of the Regulation Division in pursuit of an organizational and leadership excellence award from the Sterling Council. The funds are being transferred to the appropriate accounting codes for tracking purposes.	66,000.00
4	Information Technology Equipment - Non-Capital Outlay	Information Technology Equipment - Non-Capital Outlay	Funds are needed for the original purpose budgeted for information technology (IT) hardware. The funds are being transferred to the appropriate accounting codes to track the purchase of additional speakers for the new paging/emergency messaging system that integrates with the District's new cloud-based communications system. This will allow for paging by building by campus to locate staff not currently at their desk, and provide emergency messages to staff such as severe weather, active shooter, and other time sensitive information.	15,507.00
<b>Total Consistent with Original Budget Intent</b>				<b>\$ 166,457.00</b>
<b>Total Amount Transferred</b>				<b>\$ 274,107.00</b>

.....  
This report identifies transfers made during the month that did not require advance Governing Board approval. These transfers have been approved by either the Executive Director, or designee, or the Finance Bureau Chief consistent with Budget Authority Transfer of Funds Board Policy, and are presented to the Governing Board as a Submit and File Report. This Board Policy limits transfers made for a purpose other than the original budget intent to \$75,000. However, transfers made for accounting reallocation purposes consistent with original budget intent are not limited.



# Governing Board Meeting

May 23, 2023

## 4. RESOURCE MANAGEMENT COMMITTEE

4.1	<b>Discussion:</b> Information Item: Consent Item(s) Moved to Discussion .....	171
4.2	<b>Discussion:</b> Action Item: Polk Regional Water Cooperative – Peace Creek Integrated Water Supply Plan (N928) Reduction of Scope and Budget to Eliminate Third-Party Review and Subsequent Tasks .....	172
4.3	<b>Discussion:</b> Action Item: Polk Regional Water Cooperative – Peace River/Land Use Transition (Q133) Project, Reduction of Scope, and Budget to Eliminate Third-Party Review and Subsequent Tasks .....	174

**RESOURCE MANAGEMENT COMMITTEE**

**May 23, 2023**

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

Staff Recommendation:

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

Presenter:

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

**RESOURCE MANAGEMENT COMMITTEE****May 23, 2023****Discussion: Action Item: Polk Regional Water Cooperative – Peace Creek Integrated Water Supply Plan (N928) Reduction of Scope and Budget to Eliminate Third-Party Review and Subsequent Tasks***Purpose*

The purpose of this item is to request Governing Board approval to eliminate the third-party review and subsequent project tasks for the Peace Creek Integrated Water Supply Plan (N928) Cooperative Funding Agreement (CFA) with a corresponding decrease in budget.

*Background/History*

The Peace Creek Integrated Water Supply Plan Project includes a feasibility study comprised of eight tasks including project administration, watershed partnership development, site selection and evaluation, preliminary design of a water supply option from the Peace Creek in Polk County, a third-party review (TPR) of the preliminary design, an easements & permitting report, an integrated water supply plan, and a preliminary rate analysis. The project was co-funded in FY2017, with a budget totaling \$1,980,250, and with the Polk Regional Water Cooperative (PRWC) and District each contributing shares of \$990,125. The project's measurable benefit is completion of the feasibility study and the development of an integrated water supply plan that will identify potential water supply options. A TPR of the preliminary design was included in the project scope to evaluate sufficiency of applied methods and confirm construction cost estimates. In July 2021, the PRWC completed the draft report for the preliminary design of a project option consisting of surface water diversion, constructed wetland treatment, and an aquifer recharge facility located along Peace Creek (east of the City of Bartow) - all to provide approximately 5.8 million gallons per day (mgd) in long-term average capacity for aquifer recharge and groundwater credits. The project scope also specifies that the integrated water supply plan task would commence following the completion of the preliminary design report. The easements & permitting report and preliminary rate analysis tasks in the project were also to be completed following the TPR task.

Concurrent with the PRWC implementing this project, District staff commenced the reevaluation of minimum flows for the upper Peace River. The ongoing MFL process includes a reevaluation of the established minimum low-flow conditions and development of new minimum flows for medium and high-flow conditions. The updated MFL is expected to result in surface water availability constraints within the Peace River watershed, including Peace Creek and other tributaries. Staff anticipate the completion and adoption of the upper Peace River minimum flows in 2025. Staff have already developed provisional minimum flow constraints from existing data that can be used to assess water availability. District analyses with the provisional constraints indicate that permissible surface water withdrawals likely aren't available from the Peace Creek. The provisional constraints were not available when the PRWC commenced this project, but District staff presented them to the PRWC and its consultants in March 2022 and requested they assess the impacts to the project.

Due to the District's preliminary evaluation of surface water availability, staff recommend not conducting the third-party review and subsequent project tasks for this project. The Peace Creek project option may not be viable as a water supply once the new MFL is adopted. The PRWC is willing to consider a delay to additional development of the project until after new MFLs are adopted. Additionally, the PRWC is

currently developing the Southeast and West Polk Wellfield Projects to meet its members' projected water demands for the next 20 years but considers this project to be an important component of its long-term planning for adequate water supplies and may revisit the surface water project costs and benefits in the future.

*Benefits/Costs*

The PRWC completed the preliminary design of a surface water diversion, constructed wetland treatment, and an aquifer recharge facility located along Peace Creek. This information could be used in the future if it is determined that the Peace Creek is a viable water supply source following additional MFL evaluations. At this time, staff recommend eliminating the TPR, preliminary water rate analysis, easements & permitting report, and integrated water supply plan tasks from the project scope with a corresponding cost reduction of \$766,136.52. With these changes, the project cost will be reduced from \$1,980,250 to \$1,214,113.48. This will result in the District and PRWC each reducing their share by \$383,068.26. District funds for this project were originally budgeted in the Polk Partnership Fund (Governing Board resolutions 15-07 and 18-06). Staff recommend transferring the District's unused project funds back to the Polk Partnership Fund where it can be applied to the District's share of Board-approved PRWC cooperative projects. In addition to reduced costs, considerable staff time will be saved by omitting the procurement and management of the third-party review consultants.

Staff Recommendation:

1. Authorize staff to amend the Peace Creek Integrated Water Supply Plan Project (N928) cooperative funding agreement to eliminate the third-party review, preliminary water rate analysis, easements & permitting report, and integrated water supply plan tasks; change the Measurable Benefit to the completion of a preliminary design of a water supply option from the Peace Creek in Polk County; and reduce the total project budget to \$1,214,113.48;
2. Approve a budget transfer from the Peace Creek Integrated Water Supply Plan (N928) to the Polk Partnership Fund (H094) in the amount of \$383,068.26.

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources

**RESOURCE MANAGEMENT COMMITTEE****May 23, 2023****Discussion: Action Item: Polk Regional Water Cooperative – Peace River/Land Use Transition (Q133) Project, Reduction of Scope and Budget to Eliminate Third-Party Review and Subsequent Tasks***Purpose*

The purpose of this item is to request Governing Board approval to eliminate the third-party review and subsequent project tasks from the Peace River/Land Use Transition Treatment Facility and Reservoir Project (Q133) Cooperative Funding Agreement (CFA) with a corresponding decrease in budget.

*Background/History*

The Peace River/Land Use Transition Project includes a feasibility study to determine the viability of the upper Peace River as an alternative water supply source, a conceptual water use plan for a surface water treatment facility and storage alternatives, a third-party review (TPR) of the conceptual plan, and a preliminary water rate analysis task. The project was co-funded in FY2019 with a budget totaling \$961,100 and with the PRWC and District each contributing shares of \$480,550. The project's measurable benefit is the feasibility study and the development of a conceptual potable water supply project plan that will identify potential water supply and treatment options including permitability. A TPR of the conceptual water use plan was included in the scope to evaluate the methods used and assure the project's viability. In May 2022, the PRWC completed a draft report that included the conceptual plan of a surface water intake and treatment facility located along the Peace River, south of Fort Meade, with 18 million gallons per day (mgd) of supply capacity, plus supplemental augmentation from transitioned wells.

Concurrent with the PRWC implementing this project, District staff commenced the reevaluation of minimum flows for the upper Peace River. The ongoing MFL process includes a reevaluation of the established minimum low-flow conditions, plus development of new minimum flows for medium and high-flow conditions. The updated MFL is expected to result in surface water availability constraints within the Peace River watershed and other tributaries. Staff anticipate the completion and adoption of the upper Peace River minimum flows in 2025. Staff have already developed provisional minimum flow constraints from existing data that can be used to assess water availability. District analyses with the provisional constraints indicate that permissible surface water withdrawal quantities available from the upper Peace River are less than the quantities included in the draft conceptual plan. The provisional constraints were not available when the PRWC commenced this project, but District staff presented them to the PRWC and its consultants in March 2022 and requested they assess the impacts to the project.

Due to the District's preliminary evaluation of surface water availability and the MFL development, staff recommend not conducting the third-party review and associated subsequent project tasks for this project. Lesser surface water quantities may be available for an upper Peace River water supply project option, but a third-party review is premature since the draft facility components will likely be downsized, and cost opinions will have more value if timed closer to project implementation. The PRWC is willing to consider a delay to additional development of the project until after new MFLs are adopted. Additionally, the PRWC is currently developing the Southeast and West Polk Wellfield Projects to meet its members' projected water demands for the next 20 years but considers this project to be an important component

of its long-term planning for adequate water supplies and may revisit the surface water project cost and benefits in the future.

*Benefits/Costs*

The PRWC completed the conceptual water use plan for a surface water treatment facility and storage alternatives. This information could be used in a future reassessment based on updated minimum flows in the upper Peace River. The PRWC may revisit the project once the upper Peace River MFL is adopted. At this time, staff recommend eliminating the TPR, preliminary water rate analysis, and a conceptual environmental resource permit application deliverable subtask from the project scope with a corresponding cost reduction of \$75,300. With these changes, the project cost will be reduced from \$961,100 to \$885,800. This will result in the District and PRWC each reducing their share by \$37,650.00. District funds for this project were originally sourced from the Polk Partnership Fund (Governing Board resolutions 15-07 and 18-06). Staff recommend transferring the District's unused project funds back to the Polk Partnership Fund where it can be applied to the District's share of Board-approved PRWC cooperative projects. In addition to reduced costs, considerable staff time will be saved by omitting the procurement and management of the third-party review consultant.

Staff Recommendation:

1. Authorize staff to amend the Peace River/Land Use Transitions Project (Q133) cooperative funding agreement to eliminate the third-party review, preliminary water rate analysis, and conceptual environmental resource permit application; and reduce the total project budget to \$885,800;
2. Approve a budget transfer from the Peace River/Land Use Transitions Project (Q133) to the Polk Partnership Fund (H094) in the amount of \$37,650.

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources

**Governing Board Meeting**  
**May 23, 2023**

**5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**

5.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion ..... 176

5.2 **Discussion:** Information Item: 2023 Hurricane Preparedness ..... 177

**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**

**May 23, 2023**

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

Staff Recommendation:

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

Presenter:

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



**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**

**May 23, 2023**

**Discussion: Information Item: 2023 Hurricane Preparedness**

*Purpose*

Provide an overview of the District's emergency preparedness for the 2023 hurricane season. Discussion will include actions to prepare District infrastructure and staff for the upcoming hurricane season and detail the District's responsibilities as a member of the State's Emergency Response Team (SERT).

*Background/History*

Water Management Districts are members of the SERT and serve as support agencies to the Department of Transportation and the Department of Environmental Protection during statewide emergency activations. Statewide communication and coordination are achieved through the State Emergency Operations Center. The District is a party to the Statewide Mutual Aid Agreement and the Florida Water Management Districts Mutual Aid Agreement for Catastrophic Emergency Response/Recovery. These agreements provide reciprocal emergency aid and assistance during an emergency.

The District has a Comprehensive Emergency Management Plan (CEMP), in line with Florida Statute, Chapter 252, Emergency Management. The CEMP outlines a comprehensive and effective program to ensure an effective response to a full range of potential emergencies, including major weather-based events such as hurricanes. In the event of a hurricane, or any other emergency that could potentially impact the District's 16-county area, the District's Emergency Operations Center is prepared for activation to monitor and respond.

Staff Recommendation:

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

Presenter:

Tim Fallon, Staff Hydrogeologist, Data Collection

# Governing Board Meeting

May 23, 2023

## 6. REGULATION COMMITTEE

6.1	<b>Discussion:</b> Information Item: Consent Item(s) Moved to Discussion.....	178
6.2	<b>Discussion:</b> Action Item: Denials Referred to the Governing Board .....	179

**REGULATION COMMITTEE**

**May 23, 2023**

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

Staff Recommendation:

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

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation

**REGULATION COMMITTEE**

**May 23, 2023**

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

District Rule 40D-1.6051, Florida Administrative Code, provides that if District staff intends to deny a permit application, the applicant will be advised of the opportunity to request referral to the Governing Board for final action. Under these circumstances, if an applicant or petitioner requests their application or petition be referred to the Governing Board for final action, that application or petition will appear under this agenda item for consideration. As these items will be presented at the request of an outside party, specific information may not be available until just prior to the Governing Board meeting.

**Staff Recommendation:**

If any denials are requested to be referred to the Governing Board, these will be presented at the meeting.

**Presenter:**

Michelle Hopkins, P.E., Division Director, Regulation

**Governing Board Meeting**  
**May 23, 2023**

**7. GENERAL COUNSEL'S REPORT**

7.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion ..... 180

7.2 **Discussion:** Action Item: Approval of Final Order — MHC Cortez Village, LLC v. Cortez Road Investments and Finance, Inc., and SWFWMD — DOAH Case No. 21-2491 — Environmental Resource Permit Application No. 821245 — Manatee County..... 181

**GENERAL COUNSEL'S REPORT**

**May 23, 2023**

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

Staff Recommendation:

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

Presenter:

Chris Tumminia, General Counsel, Office of General Counsel

**GENERAL COUNSEL'S REPORT**

**May 23, 2023**

**Discussion: Action Item: Approval of Final Order — MHC Cortez Village, LLC v. Cortez Road Investments and Finance, Inc., and SWFWMD — DOAH Case No. 21-2491 — Environmental Resource Permit Application No. 821245 — Manatee County**

On June 29, 2021, the District sent a Notice of Intended Agency Action letter to Cortez Road Investments And Finance, Inc. (Cortez Road). The letter advised Cortez Road that the District intended to approve Application Number 821245 and issue Environmental Resource Permit (ERP) Number 43032468.003 to Cortez Road, allowing the construction of a dock on a canal that borders property it owns.

On July 30, 2021, MHC Cortez Village, LLC (the Marina) served the District and Cortez Road with a Petition for Administrative Hearing (the Petition), challenging the District's intended issuance of the ERP to Cortez Road for the construction of the Dock. The District subsequently forwarded the Petition to the Division of Administrative Hearings (DOAH) to conduct a final hearing pursuant to Section 120.57(1), Florida Statutes (F.S.). On June 14 and 15, 2022, August 16 through 18, 2022, and by Zoom video conference on September 1, 2, and 13, 2022, the assigned Administrative Law Judge (ALJ), J. Bruce Culpepper, conducted a formal administrative hearing with all parties participating.

The District was represented by Deputy General Counsel, Elizabeth Fernandez and Senior Attorneys Megan Albrecht and Allison Dhand; Cortez Road was represented by Susan Martin, John Fumero, and Stephen Conteaguero of the law firm Nason, Yeager, Gerson, Harris & Fumero, P.A.; and the Marina was represented by Matthew Chait, Devon Woolard, and Daniel Nordby of Shutts & Bowen, LLP (collectively known as "the Parties"). After the conclusion of the final hearing, the Parties submitted Proposed Recommended Orders to the ALJ.

On March 7, 2023, ALJ J. Bruce Culpepper entered his Recommended Order. The ALJ recommended the District enter a Final Order granting Cortez Road's application and issue the ERP to allow construction of the dock. The ALJ found that the preponderance of the evidence demonstrated Cortez Road provided reasonable assurances in its application that constructing the dock is not contrary to the public interest and that the evidence supports the District's balancing of the criteria set forth in Section 373.414, F.S., Rule 62-330.302, Florida Administrative Code, and Applicant's Handbook Volume I, to issue the Permit to Cortez Road. The ALJ further concluded that there are no reasonably anticipated significant adverse impacts on safe navigation from the construction of the dock, and the Marina did not meet the burden of the preponderance of competent substantial evidence proving the dock is contrary to the public interest.

Pursuant to Section 120.57(1)(k), F.S. and Rule 28-106.217, F.A.C., parties to an administrative hearing may file exceptions to the ALJ's Findings of Fact and Conclusions of Law as presented in a Recommended Order. The Marina filed exceptions to the ALJ's Recommended Order containing five specific instances of exceptions, and Cortez Road submitted a response to the Marina's exceptions. Pursuant to Section 120.57(1), F.S. the District has Final Order authority in formal administrative hearings. Accordingly, District Staff from the Office of the General Counsel who were not involved in the hearing reviewed the Marina's exceptions and Cortez Road's response in order to prepare a proposed Final Order.

Pursuant to Section 120.57(1)(l), F.S., in its Final Order the District may reject or modify the conclusions of law over which it has substantive jurisdiction and may reject or modify findings of fact only when it determines that the findings were not based on competent substantial evidence after a review of the entire record. During its review of the entire record, and based in part upon the Marina's first exception, District Staff found that one sentence in Paragraph 42 of the ALJ's Recommended Order was not based on competent substantial evidence and should be stricken. Otherwise, the rest of the Marina's exceptions were denied for the reasons stated in the proposed Final Order after thorough review of the entire record.

Pursuant to Section 120.57(1)(l), F.S., the District has the ability to adopt the ALJ's Recommended Order as its Final Order. Because the ALJ's findings of fact were based on competent and substantial evidence in the record, with the exception of the stricken sentence in Paragraph 42, and the ALJ's conclusions of law were reasonable, the Recommended Order should be adopted as the District's Final Order.

Staff Recommendation:

1. Adopt the ALJ's Recommended Order as the District's Final Order, with one sentence in Paragraph 42 having been stricken.
2. Approve and sign the attached proposed Final Order that issues Environmental Resource Individual Construction Major Modification Permit No. 43032468.003 to Cortez Road Investments and Finance, Inc.

Presenter:

Jennifer Soberal, Senior Attorney, Office of General Counsel



**BEFORE THE GOVERNING BOARD OF THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**ORDER NO. SWF**

MHC CORTEZ VILLAGE, LLC,

Petitioner,

DOAH Case No. 21-2491

v.

ERP No. 43032468.003

CORTEZ ROAD INVESTMENTS AND  
FINANCE, INC., and SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT,

Respondents.

\_\_\_\_\_ /

**FINAL ORDER**

THIS CAUSE was heard by the Governing Board of the Southwest Florida Water Management District (“District”) pursuant to Section 120.57(1), and Chapter 373, Part IV, Florida Statutes (“Fla. Stat.”) and the rules promulgated thereunder in Chapter 62-330, Florida Administrative Code (“Fla. Admin. Code”) for the purpose of issuing a final order in the above-styled proceeding.

The case was referred by the District to the Division of Administrative Hearings (“DOAH”) upon receipt of the Petition for Administrative Hearing from Petitioner MHC Cortez Village, LLC (“Marina”) on July 31, 2021. On June 14 and 15, 2022, August 16 through 18, 2022, and by Zoom video conference on September 1, 2, and 13, 2022, the assigned Administrative Law Judge, J. Bruce Culpepper (“ALJ”), conducted a formal administrative hearing with all parties participating.

The ALJ entered a Recommended Order (“RO”) on March 7, 2023, which is attached to this final order as **Exhibit A** and incorporated by reference. In the RO, the ALJ recommended that the District render a final order granting Respondent Cortez Road Investments and Finance, Inc.’s (“Cortez Road”) application to issue Environmental Resource Individual Construction Major Modification Permit No. 43032468.003 (“Permit”) to Cortez Road for the construction of a multi-slip dock along the shoreline of a canal adjacent to residential parcels at Hunters Point in Cortez, Manatee County, Florida. The Marina filed Exceptions to the RO, attached hereto as **Exhibit B**, and Cortez Road filed a Response to Exceptions, attached hereto as **Exhibit C**.

### **STANDARD OF REVIEW**

Section 120.57(1)(l), Fla. Stat., provides in pertinent part:

The agency may adopt the recommended order as the final order of the agency. The agency in its final order may reject or modify the conclusions of law over which it has substantive jurisdiction and interpretation of administrative rules over which it has substantive jurisdiction. When rejecting or modifying such conclusion of law or interpretation of administrative rule, the agency must state with particularity its reasons for rejecting or modifying such conclusion of law or interpretation of administrative rule and must make a finding that its substituted conclusion of law or interpretation of administrative rule is as or more reasonable than that which was rejected or modified. Rejection or modification of conclusions of law may not form the basis for rejection or modification of findings of fact. The agency may not reject or modify the findings of fact unless the agency first determines from a review of the entire record, and states with particularity in the order, that the findings of fact were not based upon competent substantial evidence or that the proceedings on which the findings were based did not comply with essential requirements of law.

§ 120.57(1)(l), Fla. Stat.

The District may not reweigh evidence and may reject the ALJ's finding of fact in the RO only if, after a thorough review of the record, no competent substantial evidence exists to support the finding or the proceedings on which the findings are based did not comply with the essential requirements of law. *Gross v. Dep't of Health*, 819 So. 2d 997, 1000-01 (Fla. 5th DCA 2002); *see also Walker v. Bd. of Prof'l Eng'rs*, 946 So. 2d 604, 605 (Fla. 1st DCA 2006) (an agency cannot modify or substitute new findings of fact if competent substantial evidence exists to support the ALJ's findings of fact). "If the ALJ's factual findings are supported by competent, substantial evidence, the agency cannot reject them even to make alternate findings that are also supported by competent, substantial evidence." *Lantz v. Smith*, 106 So. 3d 518, 521 (Fla. 1st DCA 2013).

Competent substantial evidence is defined as "evidence that will establish a substantial basis of fact from which the fact at issue can be reasonably inferred." *DeGroot v. Sheffield*, 95 So. 2d 912, 916 (Fla. 1957) (citing *Becker v. Merrill*, 20 So. 2d 912, 915 (Fla. 1944)). The evidence must be sufficiently relevant and must be such that "a reasonable mind would accept it as adequate to support the conclusion reached." *Id.* An ALJ may rely on the testimony of one witness, even if that testimony contradicts the testimony of other witnesses. *Lantz v. Smith*, 106 So. 3d at 521. Additionally, "[c]redibility of the witnesses is a matter that is within the province of the administrative law judge, as is the weight to be given the evidence." *Stinson v. Winn*, 938 So. 2d 554, 555 (Fla. 1st DCA 2006). Further, the agency may not make independent or supplemental findings of fact on issues about which the ALJ made no findings. *Fla. Power & Light Co. v. State*, 693 So. 2d 1025, 1026-27 (Fla. 1st DCA 1997).

An agency may reject or modify an ALJ's conclusions of law and application of agency policy; however, when doing so, the agency must make a finding that its substituted conclusion of law is as or more reasonable than that which was rejected or modified. *Charlotte County v. IMC Phosphates Co.*, 18 So. 3d 1089, 1092 (Fla. 2d DCA 2009); § 120.57(1)(l), Fla. Stat.

### **RULINGS ON EXCEPTIONS**

Pursuant to Section 120.57(1)(k), Fla. Stat., and Rule 28-106.217, Fla. Admin. Code, the parties may file exceptions to the ALJ's RO and responses to another party's exceptions. Here, the Marina timely filed Exceptions to the RO, and Cortez Road timely filed a Response to Exceptions. See Exhibits B & C.

### **Findings of Fact**

#### **A. Exception I – Paragraphs 42, 45, 46, 48, 58<sup>1</sup> I.b., 58 II.a., and 97 of RO**

In its first Exception, the Marina argues there is no competent substantial evidence in the record to support the ALJ's findings of fact that there exist sufficient pullout areas in the canal for two boats to pass each other if the proposed dock project is constructed, and the ALJ erred in determining in the conclusions of law the proposed docks will not "significantly impede navigation" in the canal.

1. With regard to Paragraph 42 of the RO, the exception is granted in part and denied in part. Paragraph 42 describes the testimony given by Cortez Road's navigational expert, Captain Dane Fleming ("Captain Fleming"), who opined that there are adequate water depths, even at the lowest low tide, through the length of the canal for the boats Hunter's Point residents will moor at the dock based on his analysis of the Marina's

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<sup>1</sup> The Marina cites to I.b. and II.a. of the RO in its first Exception, without including the paragraph number. Presumably, the Marina meant to cite paragraphs 58 I.b. and II.a. of the RO.

bathymetric survey of the canal. However, there is no evidence in the record to support the third sentence in Paragraph 42 which reads: “Using this survey, Captain Fleming relayed that the maximum depth of the Canal at mean low, low tide (“MLLT”) along Hunters Point varies between 4.5 feet and 7.3 feet.” Accordingly, this sentence shall be stricken pursuant to Section 120.57(1)(j), Fla. Stat.<sup>2</sup>

Competent substantial evidence supports the ALJ’s findings for the remainder of Paragraph 42, by way of Captain Fleming’s testimony presented at the final hearing. Fleming Tr. Vol. III, June 15, 2022, pp. 283-84, 324, 373-74, 399.

2. With regard to Paragraphs 45, 46, and 48 of the RO, the exception is denied. Competent substantial evidence supports the ALJ’s findings in Paragraphs 45, 46, and 48 by way of Captain Fleming’s testimony regarding “pinch points” on the canal where two boats can use pullout areas to safely navigate around each other, and the proposed dock project will not create a significant impediment on navigability or public safety in the canal. Fleming Tr. Vol. III, June 15, 2022, pp. 304, 312-15, 386-89, 391, 393-95, 398-99, 400-01; Fleming Tr. Vol. VII, Sept. 1, 2022, pp. 806, 811, 813, 815-20, 825, 827.

3. With regard to Paragraph 58 I.b. of the RO, the exception is denied. Competent substantial evidence supports the ALJ’s findings in Paragraph 58 I.b by way of the District’s Lead Environmental Scientist and Permit application evaluator Lauren Greenawalt’s testimony regarding “pinch points” and available pullout areas for boaters to use when passing each other on the canal and her determination that Cortez Road provided reasonable assurances that the dock project was not contrary to public interest.

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<sup>2</sup> The striking of this sentence from the ALJ’s findings of fact does not affect the ALJ’s conclusions of law as the remaining findings in Paragraph 42 support the ALJ’s conclusions of law.

Competent substantial evidence also supports the ALJ's findings by way of Ms. Greenawalt's testimony that nothing in the applicable standards for permit issuance mandates that vessels must be able to pass each other, side-by-side, while on the waterway. Greenawalt Tr. Vol. I, Aug. 16, 2022, pp. 170-71, 176, 181-82, 185.

4. With regard to Paragraph 58 II.a. of the RO, the exception is denied. Competent substantial evidence supports the ALJ's findings in Paragraph 58 II.a. by way of Ms. Greenawalt's testimony that Cortez Road provided "reasonable assurances" to the District that the proposed dock will not adversely affect the public health, safety, welfare, or the property of others, the project boundaries in the permitted plans will ensure a safe boating environment, and the available pullout areas result in no significant impediment to navigation. Greenawalt Tr. Vol. I, Aug. 16, 2022, pp. 120-24, 137, 139, 142, 144, 151, 168, 179-82.

5. With regard to Paragraph 97 of the RO, the exception is denied. As explained above, competent substantial evidence supports the ALJ's findings by way of Captain Fleming's and Ms. Greenawalt's testimony that the construction of a dock along Hunters Point development will not significantly impede navigability of the canal. "Credibility of the witnesses is a matter that is within the province of the administrative law judge, as is the weight to be given the evidence." *Stinson v. Winn*, 938 So. 2d at 555. Further, an ALJ may rely on the testimony of one witness, even if that testimony contradicts testimony of other witnesses. *Lantz v. Smith*, 106 So. 3d at 521.

#### B. Exception II – Paragraph 97 of RO

1. The Marina further objects to Paragraph 97 of the RO and argues no competent substantial evidence supports the finding that the "pinch points" between the

Hunters Point dock and residential boatlifts are no more restrictive than the obstacles boaters currently encounter at the bridge at the mouth of the canal and alongside the mangroves on the shore of the canal just outside of the Cortez marina. This exception is denied because competent substantial evidence supports the ALJ's findings by way of Captain Fleming's testimony. Fleming Tr. Vol. III, June 15, 2022, pp. 274-80, 303-04, 312-15, 333-34, 337-38, 352, 391; Fleming Tr. Vol. VII, Sept. 1, 2022, pp. 810, 854-55.

C. Exception III – Paragraphs 24, 25, 26, 27, 28, 29, 34, 35, 36, 49, and 58 II.b. of RO

In its third Exception, the Marina argues that the ALJ failed to order a modification of the Permit to require dock design changes and navigational aids.<sup>3</sup> The Marina further argues there is no competent substantial evidence in the record to support the ALJ's findings of fact regarding Cortez Road's design of the dock project, the size of boats Hunters Point residents will be allowed to moor at the docks, navigational aids in the canal, and the trimming of mangroves in the canal.

1. With regard to Paragraphs 24, 25, 26, 27, and 28 of the RO, the exception is denied. Competent substantial evidence supports the ALJ's findings in Paragraphs 24, 25, 26, 27, and 28 by way of testimony from Marshall Gobuty, president and corporate representative of Cortez Road, regarding the design of the dock project and that it is intended the four-foot wide dock be constructed along and as close to the shoreline as possible, and supported by eight-inch pilings positioned directly beneath the dock, without disturbing the mangrove root system along the banks of the Hunters Point property. Additionally, Cortez Road is authorized to place the pilings that support the docks into the

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<sup>3</sup> An ALJ's recommendation as to whether the Permit should be modified pertains to the relief recommended in the RO, and it does not pertain to whether competent substantial evidence supports the ALJ's findings of fact.

open gaps between the mangrove roots and trim 25 percent of the mangrove growth every year. Cortez Road has already conducted one trimming session of mangroves. It will also require Hunters Point residents to limit the length of their boats to 25 feet and to tie the boats parallel to the dock when moored. Gobuty Tr. Vol. I, June 14, 2022, pp. 142, 144, 149-55, 156-57, 159-60, 162; Gobuty Tr. Vol. II, June 14, 2022, p. 211; Gobuty Tr. Vol. VIII, Sept. 2, 2022, p. 887; see also Joint Exh. 1, Permit at Bates Nos. 193-202, permitted plans at Bates Nos. 110-18; Greenawalt Tr. Vol. I, Aug. 16, 2022, pp. 147, 148-50, 151-52, 169, and 185.

2. With regard to Paragraphs 34, 35, and 36 of the RO, the exception is denied. Competent substantial evidence supports the ALJ's findings in Paragraphs 34, 35, and 36 by way of testimony from Cortez Road's ecologist, Elizabeth Eardley, regarding the design of the dock project, which will not extend into the canal by more than nine percent of the total width of the canal and will not disturb the mangrove root system. Further, the mangroves in the project area may be trimmed, and running the dock directly over the mangroves should not impermissibly inhibit mangrove growth. Eardley Tr. Vol. IV, June 15, 2022, pp. 442-45, 448-49, 450-51, 455, 459, 465-66, 468, 469, 475, 476-77, 481; see also Greenawalt Tr. Vol. I, Aug. 16, 2022, pp. 138, 147, 166-67.

3. With regard to Paragraphs 29, 49, and 58 II.b. of the RO, the exception is denied. Competent substantial evidence supports the ALJ's findings in Paragraphs 29, 49, and 58 II.b. by way of testimony from Mr. Gobuty, Captain Fleming, and Ms. Greenawalt regarding Cortez Road's placement of navigational aids in the canal as safety measures for boaters. Cortez Road has already placed "No Wake" and manatee warning signs in the canal, a mirror near a "dogleg" of the canal, "No Trespass" signs, and signs



encouraging boaters to monitor channel 9 for boat traffic, and it intends on possibly designating the canal as one-way during specific times of day. Gobuty Tr. Vol. I, June 14, 2022, pp. 164-66; Gobuty Tr. Vol. II, June 14, 2022, p. 215; Gobuty Tr. Vol. VIII, Sept. 2, 2022, pp. 887-92; Fleming Tr. Vol. III, June 15, 2022, pp. 339-42, 356; Fleming Tr. Vol. VII, Sept. 1, 2022, pp. 800, 829, 851; Greenawalt Tr Vol. I, Aug. 16, 2022, p. 142; see also Cortez Exh. 14, photo; Joint Exh. 1, Permit at Bates No. 196, permitted plans at Bates Nos. 113 & 118.

#### D. Exception IV – Paragraph 34 of RO

1. The Marina's Exception as it pertains to Paragraph 34 of the RO has already been denied above. The Marina relies upon testimony from others in support of its argument that Paragraph 34 should be stricken. However, where competent substantial evidence exists in the record to support a factual finding, the agency cannot reject it even to make an alternate finding that is also supported by competent, substantial evidence. *Lantz v. Smith*, 106 So. 3d at 521. Further, an ALJ may rely on the testimony of one witness, even if that testimony contradicts testimony of other witnesses. *Id.*

#### E. Exception in the Marina's Conclusion – Paragraphs 96, 97,<sup>4</sup> and 98 of RO

1. In the Conclusion section of the Marina's Exceptions to Recommended Order the Marina argues for the first time that Paragraphs 96 and 98 must be stricken. However, because there are no specific citations to the record in support of the Marina's argument with regard to these paragraphs, the District need not rule on the Exception. § 120.57(1)(k), Fla. Stat.

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<sup>4</sup> The exception pertaining to Paragraph 97 has been denied above.

2. Moreover, the as explained more fully below, competent substantial evidence supports the ALJ's findings that, by a preponderance of the evidence, Cortez Road provided reasonable assurance in its Permit application to the District that the activity it seeks to conduct (constructing a dock in the canal) is not contrary to the public interest, and issuing the Permit to Cortez Road is warranted.

Pursuant to Section 120.57(1)(l), Fla. Stat., the District hereby adopts the findings of fact as set forth in the RO, with one sentence in Paragraph 42 having been stricken, as competent substantial evidence supports the ALJ's findings.

### **Conclusions of Law**

#### **A. Exception I – Paragraphs 128 and 137 of RO**

In Exception I, the Marina argues the ALJ erred in determining the proposed new docks will not “significantly impede navigation” in the canal, and the conclusions of law at Paragraphs 128 and 137 must be rejected because the corresponding findings of fact regarding the availability of pullout areas in the canal are not supported by competent substantial evidence. However, those findings of fact are supported by competent substantial evidence.

1. Exception I is denied. The ALJ considered competent substantial evidence by way of testimony and record evidence which support his conclusions under Section 373.414(1), Fla. Stat., that Cortez Road provided reasonable assurance to the District that the dock project is not contrary to the public interest under the applicable standards therein and in Rule 62-330.302(1), Fla. Admin. Code, and Environmental Resource Permit Applicant's Handbook Vol. I (“A. H. Vol. I”) section 10.2.3 entitled “Public Interest Test.” As further guidance for the public interest test where the project will be located in

or over surface waters, A. H. Vol. I, section 10.2.3.3 provides for the consideration of whether the project – here, the dock – will “significantly impede navigability.” While the ALJ concluded the dock project will impede boat traffic to a certain extent, competent substantial evidence and testimony further established that any impediment will not be significant. RO ¶¶ 126, 127.

B. Exception II – Paragraph 129 of RO

1. Similarly, in Paragraph 129 of the RO, the ALJ concluded that the dock project will not significantly impede navigation as the additional pinch points the dock project will create will not cause any tighter passage for boaters than the obstacles already existing on the canal. For the reasons stated above and because there is competent substantial evidence to support the findings of fact in Paragraph 97, Exception II is also denied.

C. Exception III – Paragraphs 124, 126, 130, 131, 132, 134, 135, and 137 of RO

In Exception III, the Marina argues the ALJ erred by not requiring the District to modify the Permit to require dock design changes or navigational aids, and the ALJ’s Conclusions of Law at Paragraphs 124, 126, 130, 131, 132, 134, 135, and 137<sup>5</sup> should be rejected.

1. Exception III is denied. As explained above, the ALJ considered competent substantial evidence by way of testimony and record evidence which support his conclusions under Section 373.414(1), Fla. Stat., and Rule 62-330.302(1), Fla. Admin. Code, that Cortez Road provided reasonable assurance to the District that the dock project is not contrary to the public interest and, therefore, Cortez Road sufficiently

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<sup>5</sup> The exception pertaining to Paragraph 137 has been denied above.

established its entitlement to the Permit. Additionally, record evidence supports the ALJ's conclusion under A. H. Vol. I, section 10.2.3.3 that the dock will not "significantly impede navigability" although there will be encroachment of the dock into the canal and the dock project will impede navigability to some degree. Ultimately, the ALJ concluded that the evidence does not show the dock project will constitute an environmental hazard to public health, safety, welfare, or property. The District may not reweigh evidence where competent substantial evidence exists to support the ALJ's findings. *Gross v. Dep't of Health*, 819 So. 2d at 1000-01.

2. Further, competent substantial evidence in the record supports the ALJ's determination to issue the Permit, without modifications, because Cortez Road's proposed dock design changes and positioning of the dock would not be a substantial deviation from the approved permitted plans, and the dock, pilings, and vessels moored to the docks would still be located within the permitted project area. See Greenawalt Tr. Vol. I, Aug. 16, 2022, pp. 136-37, 150-52; Joint Ex. 1, Permit at Bates No. 196. Similarly, as explained above, mangrove trimming and "No Wake" and manatee warning signs are authorized by the Permit (Joint Ex. 1, permitted plans at Bates No. 118), and Cortez Road has already placed other navigational aids on the canal to assist boaters. In sum, the corresponding factual findings support the ALJ's conclusions of law in Exception III.

#### D. Exception IV – Paragraph 133 of RO

In Exception IV, the Marina argues the ALJ erred in determining in Paragraph 133 the dock project will not significantly impede navigation because the dock will extend into the canal by more than nine percent of the navigable width of the canal.

1. Exception IV is denied. In Paragraph 133, the ALJ concludes that when balancing the criteria listed in Section 373.414(1)(a)1 and 3, Fla. Stat., the District (through Ms. Greenawalt) rightly determined that it was appropriate to issue Cortez Road the Permit. Ms. Greenawalt testified how she reviewed and balanced the criteria for determining whether Cortez Road provided reasonable assurance that the dock project is not contrary to the public interest. In determining to issue the Permit, she relied upon the guidance found in A. H. Vol. I, section 10.2.3.3(a) when considering the navigability factor of the seven-factor Public Interest Test found in A. H. Vol. I, section 10.2.3. The width of the canal was one of multiple considerations regarding navigability in Ms. Greenawalt's review of the permit application and site visit to the canal. The ALJ's conclusion of law is supported by competent substantial evidence in the record, and the Marina's conclusion that the dock project will significantly impede navigation is not as reasonable or more reasonable than the ALJ's conclusion.

E. Exception V – Paragraphs 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, and 137 of RO

1. Exception V is denied. The Exceptions with regard to Paragraphs 124, 126, 128, 129, 130, 131, 132, 133, 134, 135, and 137 have already been denied above. With regard to Paragraph 125, the ALJ correctly concludes that the standard by which to assess navigability on the canal if the dock project were constructed is found in A. H. Vol. I, section 10.2.3.3(a), which requires that the District determine whether the dock project will “significantly impede navigation.” For the reasons stated above, competent substantial evidence in the record supports the ALJ's conclusion in Paragraph 127 that any impediment the dock imposes on boat traffic will not be “significant” as Cortez Road witnesses established how boats may safely maneuver past each other after the dock is

placed in the canal. Finally, for the reasons stated above regarding available pullout areas and navigational aids in the canal for boaters, competent substantial evidence in the record supports the ALJ's conclusion in Paragraph 136, pursuant to Section 373.414(1)(a)1 and 3, Fla. Stat., Rule 62-330.302(1), Fla. Admin. Code, and A. H. Vol. I section 10.2.3, that there are no reasonably anticipated "significant" adverse impacts on navigation from construction of the dock project at Hunters Point.

Pursuant to Section 120.57(1)(l), Fla. Stat., the District hereby adopts the conclusions of law as set forth in the RO.

**STATEMENT OF THE ORDER**

Having reviewed the ALJ's Recommended Order, the record evidence, and the applicable law, and being otherwise duly advised, **IT IS ORDERED:**

1. The ALJ's Recommended Order is hereby adopted and incorporated herein by reference, with one sentence in Paragraph 42 having been stricken; and
2. The District shall issue Environmental Resource Individual Construction Major Modification Permit No. 43032468.003 to Cortez Road Investments and Finance, Inc.

DONE AND ORDERED in Hillsborough County, Florida, by the Governing Board of the Southwest Florida Water Management District this \_\_\_ day of May, 2023.

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Joel A. Schleicher,  
Chair

Approved as to Legal Form & Content:

\_\_\_\_\_  
Jennifer A. Soberal, Senior Attorney  
Office of General Counsel

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Filed this \_\_\_\_\_ day  
of May, 2023.

(seal)

\_\_\_\_\_  
Agency Clerk

### **NOTICE OF RIGHTS**

Any party to this proceeding has the right to seek judicial review of the Final Order pursuant to Section 120.68, Fla. Stat., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the District's Clerk and the appropriate District Court of Appeal accompanied by the filing fee as prescribed by law within thirty (30) days of the rendition of this Final Order.

### **CERTIFICATE OF SERVICE**

A true and correct copy of this Final Order was served on the below-named persons by electronic mail:

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Daniel Nordby, Esq.  
Devon Woolard, Esq.  
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Tel: (561) 650-8550  
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# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
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78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

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

June 29, 2021

Cortez Road Investments and Finance, Inc  
Attn: Marshall Gobuty  
35 Watergate Drive, Suite 806  
Sarasota, FL 34236

Subject: **Notice of Intended Agency Action - Approval  
ERP Individual Construction Major Modification**

Project Name: Hunter's Point Dock  
App ID/Permit No: 821245 / 43032468.003  
County: Manatee  
Sec/Twp/Rge: S03/T35S/R16E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

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

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

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

cc: Stantec / Attn: Elizabeth Eardley  
Richard Sellers, P.E., Stantec Consulting Services, Inc.



# Southwest Florida Water Management District

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

June 29, 2021

Cortez Road Investments and Finance, Inc  
Attn: Marshall Gobuty  
35 Watergate Drive, Suite 806  
Sarasota, FL 34236

Subject: **Notice of Agency Action - Approval  
ERP Individual Construction Major Modification**

Project Name: Hunter's Point Dock  
App ID/Permit No: 821245 / 43032468.003  
County: Manatee  
Sec/Twp/Rge: S03/T35S/R16E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

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

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

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures:   Approved Permit w/Conditions Attached  
                  [As-Built Certification and Request for Conversion to Operation Phase](#)  
                  Notice of Authorization to Commence Construction  
                  Notice of Rights

cc:             Stantec / Attn: Elizabeth Eardley  
                  Richard Sellers, P.E., Stantec Consulting Services, Inc.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION  
PERMIT NO. 43032468.003**

**EXPIRATION DATE:** June 29, 2026

**PERMIT ISSUE DATE:** June 29, 2021

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

**PROJECT NAME:** Hunter's Point Dock

**GRANTED TO:** Cortez Road Investments and Finance, Inc  
Attn: Marshall Gobuty  
35 Watergate Drive, Suite 806  
Sarasota, FL 34236

**OTHER PERMITTEES:** N/A

**ABSTRACT:** This permit authorization is for the modification of a stormwater management system approved under Environmental Resource Permit (ERP) No. 43032468.002, serving a 1.87-acre residential dock project. The proposed activities include installation of approximately 4,352 square feet of new piling-supported docking structure and the replacement of approximately 3,631 square feet of existing piling-supported docking structure, which will provide 32 parallel mooring boat slips in addition to the 17 existing slips. The slips will serve residents and guests of Hunters Point Resort and Marina. Formal water quality treatment and attenuation are not required for runoff from this area. This Permit Modification No. 43032468.003, amends the previously issued Permit No. 43032468.002 and adds conditions. Specific Condition No. 22 from Permit No. 43032468.002 will be replaced with Specific Condition No. 9 below. The project site is located along the north side of Cortez Road, approximately 0.1 mile east of 127th Street West, in Manatee County.

**OP. & MAIN. ENTITY:** Hunters Point Homeowners' Association, Inc.

**OTHER OP. & MAIN. ENTITY:** N/A

**COUNTY:** Manatee

**SEC/TWP/RGE:** S03/T35S/R16E

**TOTAL ACRES OWNED  
OR UNDER CONTROL:**

17.73

**PROJECT SIZE:** 1.87 Acres

**LAND USE:** Residential

**DATE APPLICATION FILED:** March 15, 2021

**AMENDED DATE:** N/A

**I. Water Quantity/Quality**

Water Quality/Quantity Comments: Water quality treatment and quantity attenuation are not required for the proposed dock construction activities. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.

A variance is not required.

**II. 100-Year Floodplain**

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

Floodplain Comments: The project proposes no fill placement within a known 100-year riverine floodplain or depression storage areas associated with 100-year riverine floodplain.

\*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

**III. Environmental Considerations**

**Wetland/Other Surface Water Information**

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Mangrove Fringe	0.01	0.00	0.01	0.00	0.00	0.00
Canal	0.17	0.00	0.17	0.00	0.00	0.00
<b>Total:</b>	<b>0.18</b>	<b>0.00</b>	<b>0.18</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

\* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

There are 0.01 acre of wetlands (FLUCCS 612) and 0.17 acre of surface waters (FLUCCS 510) located within the project area. Permanent filling and shading impacts to 0.01 acre of wetlands and 0.17 acre of surface waters will occur for construction of the docking structure.

**Mitigation Information**

Mitigation Comments:

Mitigation will not be required for permanent filling and shading impacts 0.01 acre of wetlands and 0.17 acre of surface waters pursuant to Subsection 10.2.2 of the ERP Applicant’s Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

## Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:
  - a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
  - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a 4-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
  - c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
  - d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
  - e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).
  - f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs shall be removed by the Permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2 by 11 " explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.
4. This Permit Modification No. 43032468.003, amends the previously issued Permit No. 43032468.002, and replaces Specific Condition No. 22 with Specific Condition No. 9 herein, and adds conditions. All other original permit conditions remain in effect.
5. The Permitted Plan Set for this project includes the set received by the District on May 24, 2021.
6. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:

- a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
  - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
  - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
7. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
  8. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
  9. The docking facility is limited to the mooring of 49 vessels with the slips defined on the approved permit drawings.
  10. The handrails and "no mooring" signs shown on the approved permit drawings shall be maintained for the life of the facility.
  11. The Permittee shall install permanent manatee educational signs, which shall be maintained for the life of the facility, no later than 60 days after construction commencement. The number and types of signs, as well as the on-site locations shall be approved by FWC staff prior to installation. A proposal for FWC sign approval shall be submitted to [ImperiledSpecies@MyFWC.com](mailto:ImperiledSpecies@MyFWC.com) in accordance with information provided at <http://www.myfwc.com/wildlifehabitats/managed/manatee/education-for-marinas/>. Signs shall be replaced in accordance with FWC guidance by the Permittee if outdated, damaged or faded.

#### **GENERAL CONDITIONS**

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

**David Kramer, P.E.**

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Authorized Signature

## EXHIBIT A

### GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
  - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
  - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
  - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
  - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505> ), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
  - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
  - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
    1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
    2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
    3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
  - g. If the final operation and maintenance entity is a third party:



1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  2. Convey to the permittee or create in the permittee any interest in real property;
  3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
  2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
  - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
  - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
  - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

**NOTICE OF  
AUTHORIZATION  
TO COMMENCE CONSTRUCTION**

Hunter's Point Dock

PROJECT NAME

Residential

PROJECT TYPE

Manatee

COUNTY

S03/T35S/R16E

SEC(S)/TWP(S)/RGE(S)

Cortez Road Investments and Finance, Inc

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 821245 / 43032468.003

DATE ISSUED: June 29, 2021



David Kramer, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF THE WORK**

## Notice of Rights

### ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

## **JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

**COMMITTEE/LIAISON REPORTS**

**May 23, 2023**

**Discussion: Information Item: Environmental Advisory Committee**

Staff Recommendation:

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

Presenter:

Michelle Williamson, Board Member

**EXECUTIVE DIRECTOR'S REPORT**

**May 23, 2023**

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

Staff Recommendation:

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

Presenter:

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

**CHAIR'S REPORT**

**May 23, 2023**

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

Staff Recommendation:

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

Presenter:

Joel A. Schleicher, Chair



**CHAIR'S REPORT**

**May 23, 2023**

**Discussion: Information Item: Employee Milestones**

Staff Recommendation:

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

Presenter:

Joel A. Schleicher, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	05/29/2018	Saashen Sealy	Staff Hydrogeologist	Brooksville	Water Resources	2023	05/29/2023
10	05/13/2013	Justin Eddy	Information Technology Customer Liaison	Brooksville	Information Technology	2023	05/13/2023
15	05/27/2008	David Vasquez	Unified Communications Arch	Brooksville	Information Technology	2023	05/27/2023
15	05/27/2008	John Ferguson	Geologist, Senior Professional	Brooksville	Water Resources	2023	05/27/2023
20	05/19/2003	Jeffrey Hagberg	Manager, Field Operations	Brooksville	Operations	2023	05/19/2023
30	05/29/2013	Lynn Nipper	Heavy Equipment Operator, Snr	Tampa	Operations	2023	05/29/2023