

**PREPARED BY AND RETURN TO:**

Christian F. O’Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

INSTRUMENT#: 2018148664, O BK 25695  
PG 1470-1496 04/17/2018 at 01:17:04 PM,  
DEPUTY CLERK: ADUPREE Pat Frank, Clerk  
of the Circuit Court Hillsborough County

Space above this line for recorder’s use only

**AGREEMENT FOR PERMIT MODIFICATION AND OBLIGATIONS**

This AGREEMENT FOR PERMIT MODIFICATION AND OBLIGATIONS (this “**Agreement**”) is executed as of the 17<sup>th</sup> day of April, 2018 (the “**Effective Date**”) by and between **TOWNHOMES OF WEST LAKE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634 (the “**Association**”), and **WESTCHASE COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government, whose address is 9515 W Linebaugh Ave. W, Westchase, Florida 33626 (“**Westchase CDD**”). The Association and Westchase CDD are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

A. The Association is the homeowners’ association established to govern that certain real property located in Hillsborough County, Florida, more particularly described on **Exhibit A** attached hereto (such real property is collectively referred to herein as “**Townhomes of Westlake**”) pursuant to that certain COMMUNITY DECLARATION FOR TOWNHOMES OF WESTLAKE recorded in Official Records Book 23046, Page 929, as amended (the “**Declaration**”).

B. Simultaneously with the execution of this Agreement, M/I HOMES OF TAMPA, LLC, a Florida limited liability company (“**M/I**”) has conveyed to Westchase CDD that certain real property located in Hillsborough County, Florida, as more particularly described on the legal description attached hereto **Exhibit B** and incorporated herein (“**Wetland B**”).

C. M/I has agreed to convey Wetland B to Westchase CDD and Westchase CDD has agreed to accept such conveyance of Wetland B from the Association, pursuant to the terms and conditions set forth herein and in the form Quitclaim Deed attached hereto as **Exhibit C** (the “**Deed**”).

D. Townhomes of Westlake and Wetland B are subject to that certain Southwest Florida Water Management District (“**SWFWMD**”) Environmental Resource Permit, having a permit number of # 43041577.001, a copy of which is attached hereto as **Exhibit D** (the “**Permit**”).

E. The Parties wish to provide for the orderly development and operation of the Townhomes of Westlake and Wetland B by providing for: (i) the modification and/or transfer of the Permit to reflect two (2) separate maintenance entities of the two (2) parcels consistent with each Party's ownership interests, as more particularly set forth in this Agreement; and (ii) a non-exclusive easement in favor of the Association in and to Wetland B until such time as the Permit is modified and/or transferred; and (iii) the continuing operation and maintenance of Wetland B.

F. The Parties believe the most effective manner to accomplish the foregoing objectives is to subject the Parties to this Agreement with the intent that this Agreement and the provisions, covenants, conditions, easements and obligations set forth herein shall run with title to the land.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be mutually bound, do hereby declare, reserve, transfer, convey, and establish the following rights, obligations and easements:

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

2. Permit Modification. Within thirty (30) days of the Effective Date, Westchase CDD shall, at its sole cost and expense, prepare, execute, and submit to SWFWMD a complete application for a modification or "split" transfer of the Permit ("**Permit Modification**"). The Permit Modification desired by the Parties shall contemplate (i) maintenance and operation of Wetland B solely by Westchase CDD, and (ii) maintenance and operation of the stormwater management facilities located within the Townhomes of Westchase solely by the Association. Westchase CDD shall use commercially reasonable efforts to pursue and obtain the Permit Modification so that all responsibility for maintenance and operation of Wetland B shall be the sole obligation of Westchase CDD and such obligation shall not be joint and severable with the Association. Westchase CDD shall use good faith efforts to keep the Association reasonably informed of the progress and status of the Permit Modification as and when requested by the Association.

3. Maintenance of Wetland B. Irrespective of whether Westchase CDD fails to obtain the Permit Modification, it shall be solely responsible for the operation, maintenance, landscaping, repair, and replacement of the Wetland B, including without limitation, obtaining and maintaining insurance and the payment of any applicable taxes and assessments. Westchase CDD shall maintain Wetland B in compliance with the Permit and all applicable governmental laws, ordinances and regulations.

4. Self Help; Easement for Access and Maintenance. Prior to the completion of the Permit Modification, or in the event the Westchase CDD shall default in the performance of any of its obligations hereunder or under the Permit, then the Association shall have the right to enter upon Wetland B and to perform the applicable maintenance, repair or payment obligation on behalf of Westchase CDD; provided however, Westchase CDD shall have the right to cure any event of default under this Agreement within ten (10) days following receipt by Westchase CDD

from the Association of written notice specifying such event of default, or such longer period of time, if Westchase CDD is proceeding to cure the default in a reasonable and timely manner. In the event of Westchase CDD's default and election not to cure or failure to cure, Westchase CDD shall promptly reimburse all of the Association's costs and expenses incurred in performing such maintenance, repair or payment obligation on behalf of Westchase CDD, within fifteen (15) days after receipt by Westchase CDD of an invoice for same. Westchase CDD hereby grants and conveys to the Association a non-exclusive easement (the "Access and Maintenance Easement") over, upon, through and under Wetland B for ingress, egress and access over any and all portions of Wetland B to the extent necessary to provide access for maintenance of Wetland B and the performance of Westchase CDD's obligations hereunder, in accordance with the terms and conditions of this Section 4; provided, however the Access and Maintenance Easement shall automatically terminate upon completion of the Permit Modification in accordance with Section 2 above.

5. Indemnification. Westchase CDD hereby agrees to indemnify, hold harmless, and defend the Association, its agents and employees, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, caused by, or arising out of, or resulting from, (i) Westchase CDD's negligence or intentional misconduct, (ii) Westchase CDD's or failure to comply with the maintenance requirements under this Agreement, or (iii) Westchase CDD's failure to comply any requirements or conditions of the Permit with respect to Wetland B. Notwithstanding anything to the contrary in this Section, nothing in this Section shall be deemed as a waiver of immunity or limits of liability of Westchase CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

6. Declaration Restrictions and Rule Enforcement. Notwithstanding any provision of the Declaration to the contrary, the Association hereby covenants and agrees that it shall not exercise its rulemaking authority or enforce any provision of the Declaration against Wetland B; provided, however, the Association shall have all rights, remedies and rulemaking authority under the Declaration, this Agreement, and the Deed in the event of a default by Westchase CDD under this Agreement or Westchase CDD's non-compliance with any covenant, condition or restriction in the Deed. After completion of the Permit Modification in accordance with Section 2 above, the Association shall use commercially reasonable efforts to effectuate the withdrawal of Wetland B from the Declaration in accordance with Section 5.3 of the Declaration, as amended. In the event Westchase CDD fails to obtain the Permit Modification, the Association shall use commercially reasonable efforts to effectuate the withdrawal of Wetland B from the Declaration, subject to SWFWMD's prior written approval of any proposed amendment to the Declaration effectuating such withdrawal.

7. Miscellaneous.

(a) Governing Law; Venue. This Agreement shall be construed and governed

in accordance with the laws of the State of Florida. Venue with respect to any litigation and jurisdiction for any dispute arising under this Agreement shall be exclusively in the courts located in Hillsborough County.

(b) Effectiveness. This Agreement shall be effective upon execution by the Parties. This Agreement shall also be recorded in the Public Records of Hillsborough County.

(c) Covenants Running With Land. The rights, obligations, covenants and easements set forth in this Agreement shall run with the title to the Land, and the particular property interests involved and shall bind or benefit the record title owners thereof, their respective heirs, successors, successors-in-title, legal representatives, and assigns.

(d) Interpretation. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any Person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

(e) Notices. Any notice or other communication required or permitted to be given, sent, delivered, or furnished to any Person under the provisions of this Agreement must be written and shall be deemed to have been received by the addressee thereof when (i) delivered in person to the address of such Person, (ii) delivered by guaranteed overnight delivery service, or (iii) mailed, with the proper postage affixed, to the address of the Parties as provided below in accordance with the notice provisions hereof. Such notice, if mailed, shall be deemed received three (3) business days after the date of deposit in the U.S. mails, unless earlier received by the addressee. Any Person who becomes an Owner after the date on which notice is delivered personally or mailed shall be deemed to have received such notice if received by such Person's predecessor-in-title.

Association:

CURRENT REGISTERED AGENT OF:  
Townhomes at West Lake Community  
Association, Inc.

Westchase CDD:

Westchase Community Development District  
9515 W Linebaugh Ave. W  
Westchase, Florida 33626

with a copy to:

Erin McCormick, Esq.  
3314 Henderson Boulevard, Suite 103  
Tampa, Florida 33609

Any of the Parties to this Agreement (or their successors in title or assigns) may change their address for purpose of notices permitted or required under this Agreement

by providing the other Party or Parties with notice of a change of address in accordance with this Section, and no formal amendment to this Agreement will be required to effectuate such a change in address.

(f) Waivers and Consents. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of the rights thereof under this Agreement. The rights of the Parties shall be cumulative and the failure on the part of a Party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

(g) No Joint Venture. Nothing contained in this Agreement shall be construed to create the relationship between the Parties hereto or the beneficiaries hereof of principal and agent, of mortgagee and mortgagor, of partners, of joint venturers, or so as to render any of such Parties liable for the debts or obligations of the other.

(h) Headings. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(i) No Public Dedication. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of Wetland B.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES APPEAR ON FOLLOWING PAGE]





[SIGNATURE PAGE TO COST SHARING AGREEMENT]

Signed sealed and delivered  
in the presence of:

WESTCHASE COMMUNITY  
DEVELOPMENT DISTRICT, a special  
purpose unit of local government

Witness: [Signature]  
Name: TONJA L. STEWART

By: [Signature]  
Name: JAMES P. MILLS  
Title: CHAIRMAN

Witness: [Signature]  
Name: BETTY VALENTI

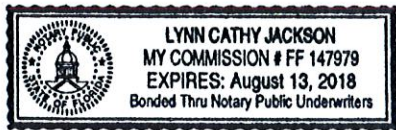
STATE OF FLORIDA \_\_\_\_\_ )  
 ) ss:  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April 2018, by JAMES P MILLS as CHAIRMAN of **WESTCHASE COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government, on behalf of the District. He/She [ ] is personally known to me or [  ] presented LICENSE as identification.

WITNESS my hand and seal in the County and State last aforesaid.

My Commission Expires:

[Signature]  
Notary Public



## EXHIBIT A

### LEGAL DESCRIPTION FOR TOWNHOMES OF WESTLAKE

A parcel of land lying in Section 15, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

**COMMENCE** at the Northeast corner of said Section 15; thence along the North boundary of the Northeast 1/4 of said Section 15, N.89°11'47"W., 92.29 feet to a point on a curve on the West Right of Way of SHELDON ROAD, per Official Records Book 8465, Page 688 of the Public Records of Hillsborough County, Florida, said point also being the **POINT OF BEGINNING**; thence along said West Right of Way line, Southerly, 59.55 feet along the arc of said curve to the left having a radius of 15271.86 feet and a central angle of 00°13'24" (chord bearing S.02°28'04"W., 59.55 feet); thence S.02°40'57"W., 12.48 feet to a point on the South boundary of the North 72.00 feet of the Northeast 1/4 of said Section 15; thence along a line lying 72.00 feet South of and parallel to the North boundary of the Northeast 1/4 of said Section 15 the following two (2) courses: 1) N.89°11'47"W., 1238.88 feet; 2) N.89°14'08"W., 1330.94 feet to a point on the East boundary of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 15; thence along said East boundary and the East boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 15, S.00°41'00"W., 2579.91 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 15; thence along the South boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 15, N.89°07'35"W., 1330.14 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15; thence along the West boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 15, N.00°45'30"E., a distance of 1324.90 feet to the Southwest corner of the Northeast corner of the Northwest 1/4 of said Section 15; thence along the West boundary of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 15, N.00°47'55"E., a distance of 1324.90 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 15; thence along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 15, S.89°13'03"E., 1325.73 feet to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 15; thence along said North boundary of the Northeast 1/4 of said Section 15 also being the South boundary of SHELDON WEST per Condo Book 2, Page 25 of the Public Records of Hillsborough County, Florida the following two (2) courses: 1) S.89°14'08"E., 1331.09 feet; 2) S.89°11'47"E., 1241.01 feet to the **POINT OF BEGINNING**.

Containing 85.075 acres, more or less.



## EXHIBIT B

### LEGAL DESCRIPTION FOR WETLAND B

**DESCRIPTION:** A parcel of land lying in Section 15, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

**BEGIN** at the Southeast corner of WEST LAKE TOWNHOMES PHASE 1, according to the plat thereof as recorded in Plat Book 124, pages 195 through 201, inclusive, of the Public Records of Hillsborough County, Florida, said corner also being the Northeast corner of WEST LAKE TOWNHOMES PHASE 2, according to the plat thereof as recorded in Plat Book 127, pages 11 through 21, inclusive, of the Public Records of Hillsborough County, Florida, said point also being on the East boundary of the Northwest 1/4 of said Section 15; thence along said East boundary of WEST LAKE TOWNHOMES PHASE 2, also being said the East boundary of the Northwest 1/4 of the Section 1, the following two (2) courses: 1) S.00°41'00"W., a distance of 713.81 feet to the **POINT OF BEGINNING**; 2) S.00°41'00"W., a distance of 1221.91 feet to the Southeast corner of the Northwest 1/4 of said Section 15; thence along the South boundary of the Northwest 1/4 of said Section 15, also being the Northerly boundary of WESTCHASE SECTION "412", according to the plat thereof as recorded in Plat Book 77, page 38, of the Public Records of Hillsborough County, Florida and the Easterly extension thereof, N.89°07'35"W., a distance of 1330.14 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15; thence along the West boundary of said Southeast 1/4 of the Northwest 1/4 of Section 15, and the aforesaid Northerly boundary of WESTCHASE SECTION "412" and the East boundary of WESTCHASE SECTIONS "373" AND "411", according to the plat thereof as recorded in Plat Book 77, page 14, of the Public Records of Hillsborough County, Florida, N.00°45'30"E., a distance of 1324.90 feet; thence N.70°56'56"E., a distance of 19.02 feet; thence N.86°36'00"E., a distance of 31.72 feet; thence N.85°50'47"E., a distance of 2.50 feet; thence S.88°50'47"E., a distance of 8.49 feet; thence N.88°46'02"E., a distance of 3.78 feet; thence N.86°25'20"E., a distance of 6.91 feet; thence N.88°30'31"E., a distance of 24.62 feet; thence S.03°07'31"W., a distance of 64.45 feet; thence Southeasterly, 39.21 feet along the arc of a tangent curve to the left having a radius of 26.77 feet and a central angle of 83°55'40" (chord bearing S.38°50'19"E., 35.80 feet); thence S.88°08'51"E., a distance of 51.65 feet; thence S.88°34'46"E., a distance of 59.37 feet; thence S.88°23'44"E., a distance of 28.32 feet; thence S.40°03'11"E., a distance of 33.53 feet; thence N.75°53'41"E., a distance of 66.00 feet; thence N.85°37'08"E., a distance of 51.00 feet; thence S.86°49'46"E., a distance of 47.58 feet; thence S.88°33'31"E., a distance of 76.15 feet; thence S.85°08'15"E., a distance of 78.33 feet; thence S.81°51'42"E., a distance of 84.65 feet; thence S.85°27'57"E., a distance of 68.32 feet; thence N.72°23'15"E., a distance of 33.60 feet; thence N.28°53'58"E., a distance of 25.65 feet; thence N.48°17'55"E., a distance of 27.58 feet; thence N.71°23'55"E., a distance of 73.69 feet; thence S.83°32'53"E., a distance of 73.58 feet; thence N.70°55'32"E., a distance of 24.24 feet; thence N.37°12'15"E., a distance of 29.73 feet; thence S.77°49'44"E., a distance of 16.21 feet; thence S.15°25'04"E., a distance of 32.52 feet; thence S.61°30'33"E., a distance of 39.34 feet; thence S.61°01'57"E., a distance of 30.14 feet; thence S.30°15'08"E., a distance of 37.65 feet; thence N.89°48'14"E., a distance of 229.61 feet to the **POINT OF BEGINNING**.

Containing 38.090 acres, more or less.

EXHIBIT C

PREPARED BY AND RETURN TO:

Christian F. O’Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2200  
Tampa, Florida 33602

Purchase Price: \$10.00  
Documentary Stamps: \$ 0.70

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2018, between **M/I HOMES OF TAMPA, LLC**, a Florida limited liability company, whose address is 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634 (the “Grantor”), and **WESTCHASE COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government, whose address is 9515 W Linebaugh Ave. W, Westchase, Florida 33626 (the “Grantee”).

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the real property situate in Hillsborough County, Florida and legally described and depicted on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”).

SUBJECT TO any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

SUBJECT TO THE FOLLOWING RESTRICTION: No view obstructing fences, hedges, trees, barriers or any other partially or totally view obscuring improvements or conditions shall ever be installed on the Property if such improvement or condition obstructs or impairs the lakeward view of Block 11, Lots 1 – 24 and Block 6, Lot 48, as such lots are depicted on the Plat of West Lake Townhomes Phase 2, recorded in Plat Book 127, Page 11 of the public records of Hillsborough County, Florida. Provided, however, the Grantee may install a chain-link style fence, a cattle fence, or vegetative barrier within the Property, for the purpose of securing the Property, and preventing its unauthorized use. The foregoing restriction shall run with and bind the land and shall inure to the benefit of the Grantor and the Townhomes of West Lake Community Association, Inc., a Florida not-for-profit corporation (the “Association”) and both the Grantor and the Association shall have the right to enforce the foregoing restriction by any procedure at law or in equity against any person violating or attempting to violate

such restriction, to restrain such violation, to require compliance with the foregoing restriction and to recover damages incurred in connection with such violation.

SUBJECT TO taxes for the year 2018 and thereafter.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

The tax parcel identification number for the property is: a portion of 004037-6622.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

**WITNESSES:**

**"GRANTOR"**

M/I HOMES OF TAMPA, LLC, a Florida limited liability company

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

By: \_\_\_\_\_  
Name: Mark Spada  
Title: Vice President

[Company Seal]

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

STATE OF FLORIDA            )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by Mark Spada, as Vice President of M/I HOMES OF TAMPA, LLC, a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(NOTARIAL SEAL)

**GRANT ACCEPTED BY GRANTEE:**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

**WESTCHASE COMMUNITY  
DEVELOPMENT DISTRICT,**

a local unit of special purpose government,  
organized and existing under Chapter 190,  
Florida Statutes

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

Name: James Mills

Its: Chair, Board of Supervisors

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by James Mills, as Chair of the Board of Supervisors of Westchase Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes, on behalf of said entity. He is  personally known to me or  has produced a \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Stamp Name

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

(NOTARY SEAL)

## EXHIBIT "A"

**DESCRIPTION:** A parcel of land lying in Section 15, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

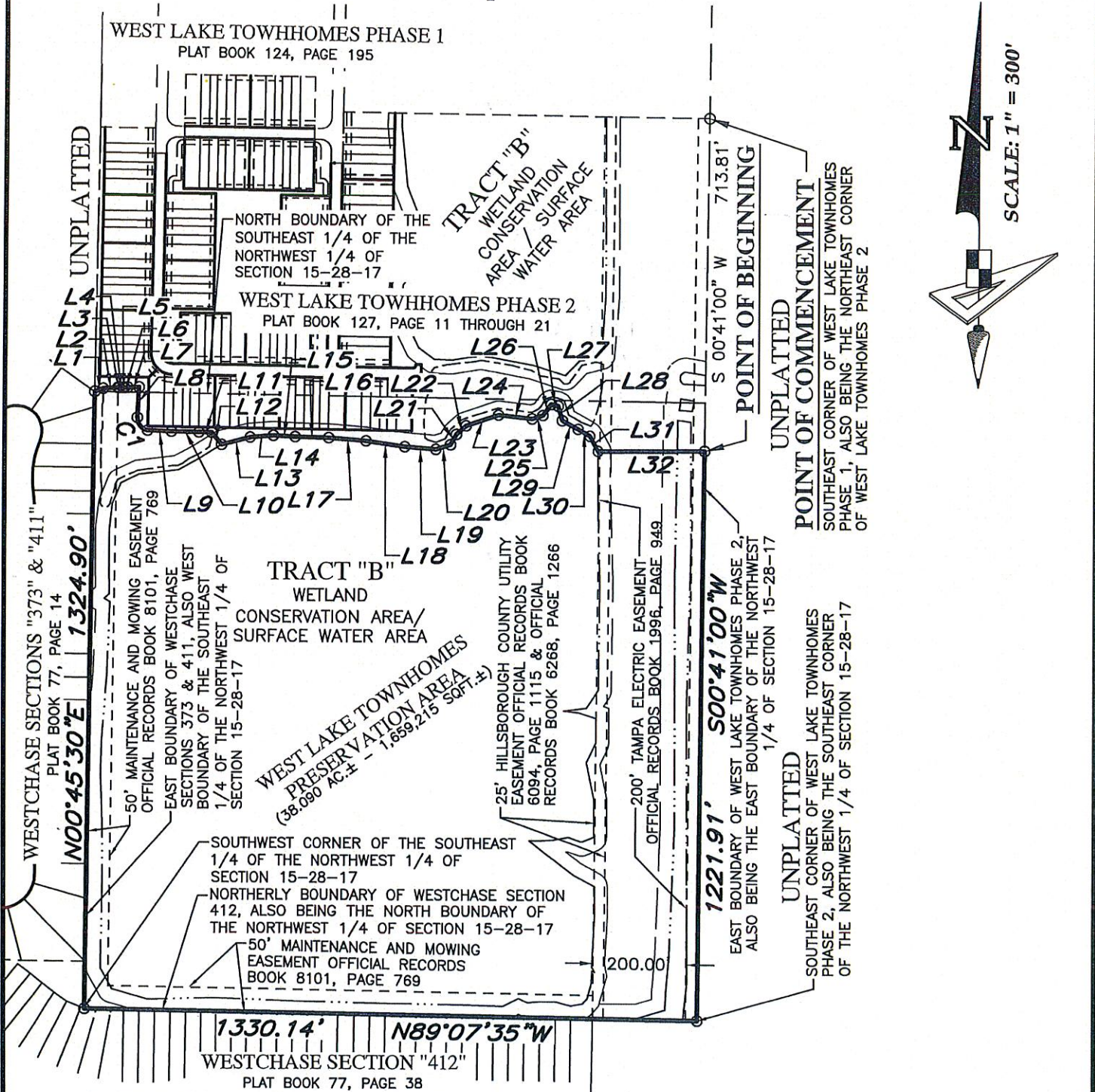
**BEGIN** at the Southeast corner of WEST LAKE TOWNHOMES PHASE 1, according to the plat thereof as recorded in Plat Book 124, pages 195 through 201, inclusive, of the Public Records of Hillsborough County, Florida, said corner also being the Northeast corner of WEST LAKE TOWNHOMES PHASE 2, according to the plat thereof as recorded in Plat Book 127, pages 11 through 21, inclusive, of the Public Records of Hillsborough County, Florida, said point also being on the East boundary of the Northwest 1/4 of said Section 15; thence along said East boundary of WEST LAKE TOWNHOMES PHASE 2, also being said the East boundary of the Northwest 1/4 of the Section 1, the following two (2) courses: 1) S.00°41'00"W., a distance of 713.81 feet to the **POINT OF BEGINNING**; 2) S.00°41'00"W., a distance of 1221.91 feet to the Southeast corner of the Northwest 1/4 of said Section 15; thence along the South boundary of the Northwest 1/4 of said Section 15, also being the Northerly boundary of WESTCHASE SECTION "412", according to the plat thereof as recorded in Plat Book 77, page 38, of the Public Records of Hillsborough County, Florida and the Easterly extension thereof, N.89°07'35"W., a distance of 1330.14 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15; thence along the West boundary of said Southeast 1/4 of the Northwest 1/4 of Section 15, and the aforesaid Northerly boundary of WESTCHASE SECTION "412" and the East boundary of WESTCHASE SECTIONS "373" AND "411", according to the plat thereof as recorded in Plat Book 77, page 14, of the Public Records of Hillsborough County, Florida, N.00°45'30"E., a distance of 1324.90 feet; thence N.70°56'56"E., a distance of 19.02 feet; thence N.86°36'00"E., a distance of 31.72 feet; thence N.85°50'47"E., a distance of 2.50 feet; thence S.88°50'47"E., a distance of 8.49 feet; thence N.88°46'02"E., a distance of 3.78 feet; thence N.86°25'20"E., a distance of 6.91 feet; thence N.88°30'31"E., a distance of 24.62 feet; thence S.03°07'31"W., a distance of 64.45 feet; thence Southeasterly, 39.21 feet along the arc of a tangent curve to the left having a radius of 26.77 feet and a central angle of 83°55'40" (chord bearing S.38°50'19"E., 35.80 feet); thence S.88°08'51"E., a distance of 51.65 feet; thence S.88°34'46"E., a distance of 59.37 feet; thence S.88°23'44"E., a distance of 28.32 feet; thence S.40°03'11"E., a distance of 33.53 feet; thence N.75°53'41"E., a distance of 66.00 feet; thence N.85°37'08"E., a distance of 51.00 feet; thence S.86°49'46"E., a distance of 47.58 feet; thence S.88°33'31"E., a distance of 76.15 feet; thence S.85°08'15"E., a distance of 78.33 feet; thence S.81°51'42"E., a distance of 84.65 feet; thence S.85°27'57"E., a distance of 68.32 feet; thence N.72°23'15"E., a distance of 33.60 feet; thence N.28°53'58"E., a distance of 25.65 feet; thence N.48°17'55"E., a distance of 27.58 feet; thence N.71°23'55"E., a distance of 73.69 feet; thence S.83°32'53"E., a distance of 73.58 feet; thence N.70°55'32"E., a distance of 24.24 feet; thence N.37°12'15"E., a distance of 29.73 feet; thence S.77°49'44"E., a distance of 16.21 feet; thence S.15°25'04"E., a distance of 32.52 feet; thence S.61°30'33"E., a distance of 39.34 feet; thence S.61°01'57"E., a distance of 30.14 feet; thence S.30°15'08"E., a distance of 37.65 feet; thence N.89°48'14"E., a distance of 229.61 feet to the **POINT OF BEGINNING**.

Containing 38.090 acres, more or less.


[Sketch Appears on Following Pages]



# Description Sketch



## WEST LAKE TOWNHOMES PRESERVATION AREA EASEMENT

PROJECT: WEST LAKE TOWNHOMES			Prepared For: M/I HOMES OF TAMPA, LLC.					
PHASE: PRESERVATION AREA								
DRAWN: SEC	DATE: 02/09/18	CHECKED BY: DAW						
REVISIONS			<h3>DESCRIPTION SKETCH</h3> <p>(Not A Survey)</p>					
DATE	DESCRIPTION	DRAWN BY						
			1403 E. 5th Avenue Tampa, Florida 33605 Phone: (813) 248-8888 Licensed Business No.: LB 7768					
								



# Description Sketch

LINE DATA TABLE			LINE DATA TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N 70°56'56" E	19.02'	L17	S 85°08'15" E	78.33'
L2	N 86°36'00" E	31.72'	L18	S 81°51'42" E	84.65'
L3	N 85°50'47" E	2.50'	L19	S 85°27'57" E	68.32'
L4	S 88°50'47" E	8.49'	L20	N 72°23'15" E	33.60'
L5	N 88°46'02" E	3.78'	L21	N 28°53'58" E	25.65'
L6	N 86°25'20" E	6.91'	L22	N 48°17'55" E	27.58'
L7	N 88°30'31" E	24.62'	L23	N 71°23'55" E	73.69'
L8	S 03°07'31" W	64.45'	L24	S 83°32'53" E	73.58'
L9	S 88°08'51" E	51.65'	L25	N 70°55'32" E	24.24'
L10	S 88°34'46" E	59.37'	L26	N 37°12'15" E	29.73'
L11	S 88°23'44" E	28.32'	L27	S 77°49'44" E	16.21'
L12	S 40°03'11" E	33.53'	L28	S 15°25'04" E	32.52'
L13	N 75°53'41" E	66.00'	L29	S 61°30'33" E	39.34'
L14	N 85°37'08" E	51.00'	L30	S 61°01'57" E	30.14'
L15	S 86°49'46" E	47.58'	L31	S 30°15'08" E	37.65'
L16	S 88°33'31" E	76.15'	L32	N 89°48'14" E	229.61'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	26.77'	83°55'40"	39.21'	35.80'	S 38°50'19" E

## WEST LAKE TOWNHOMES PRESERVATION AREA EASEMENT


PROJECT: WEST LAKE TOWNHOMES			Prepared For: M/I HOMES OF TAMPA, LLC.		
PHASE: PRESERVATION AREA			DESCRIPTION SKETCH (Not A Survey)		
DRAWN: SEC	DATE: 02/09/18	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
			1403 E. 5th Avenue Tampa, Florida 33605 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
			<b>GeoPoint</b> Surveying, Inc.		
FILE PATH: P:\WEST LAKE TOWNHOMES (LAKE SUNSET)\DESCRIPTION\WEST-LAKE-TOWNHOMES-PRESERVATION-AREA-DS.DWG					LAST SAVED BY: SCOTT C
					<b>03 of 03</b>

EXHIBIT D



Southwest Florida  
Water Management District

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

An Equal  
Opportunity  
Employer

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

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(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 20, 2014

M/I Homes Of Tampa LLC  
Attn: R. Scott Griffith  
4343 Anchor Plaza Parkway, Suite 200  
Tampa, FL 33634

Subject: **Notice of Intended Agency Action  
ERP Individual Construction**

Project Name: West Lake Townhomes Phases 1 & 2  
App ID/Permit No: 693577 / 43041577.001  
County: HILLSBOROUGH  
Sec/Twp/Rge: S10/T28S/R17E, S15/T28S/R17E

Dear Permittee(s):

Your Environmental Resource Permit has been approved contingent upon no objection to the District's action being received by the District within the time frames described in the enclosed Notice of Rights.

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 intended 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 intended 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 intended agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notice of intended agency action, as well as a noticing form that can be used is available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of intended agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the District's Tampa Service Office, for retention in the File of Record for this agency action.

If you have questions, please contact Robin McGill, at the Tampa Service Office, extension 2072. For assistance with environmental concerns, please contact Jeff Glas, extension 2148.

Sincerely,

Michelle K. Hopkins, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures:   Approved Permit w/Conditions Attached  
                  [Statement of Completion](#)  
                  Notice of Authorization to Commence Construction  
                  Notice of Rights  
cc:             U. S. Army Corps of Engineers  
                  Gary Miller, P.E., Heidt Design, LLC

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
INDIVIDUAL CONSTRUCTION  
PERMIT NO. 43041577.001**

**EXPIRATION DATE:** June 20, 2019

**PERMIT ISSUE DATE:** June 20, 2014

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:** West Lake Townhomes Phases 1 & 2

**GRANTED TO:** M/I Homes Of Tampa LLC  
Attn: R. Scott Griffith  
4343 Anchor Plaza Parkway, Suite 200  
Tampa, FL 33634

**OTHER PERMITTEES:** N/A

**ABSTRACT:** This permit authorization is for the construction of a stormwater management system to serve 220 residential townhomes and associated infrastructure. Runoff is proposed to be conveyed to two on site ponds for water quality treatment and attenuation. The project discharges to a water body that is verified as impaired for coliforms (Double Branch (Freshwater Segment) - WBID 1513E); therefore, water quality certification is waived as a condition of this permit. Operation and maintenance of the stormwater management facilities will be the responsibility of the homeowners association (Townhomes of West Lake). Information regarding the wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

**OP. & MAIN. ENTITY:** Townhomes of West Lake

**OTHER OP. & MAIN. ENTITY:** N/A

**COUNTY:** HILLSBOROUGH

**SEC/TWP/RGE:** S10/T28S/R17E, S15/T28S/R17E

**TOTAL ACRES OWNED**

**OR UNDER CONTROL:** 85.10

**PROJECT SIZE:** 85.10 Acres

**LAND USE:** Residential

**DATE APPLICATION FILED:** March 03, 2014

**AMENDED DATE:** N/A

**I. Water Quantity/Quality**

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond A	1.55	MAN-MADE WET DETENTION
Pond B	1.02	MAN-MADE WET DETENTION
	<b>Total: 2.57</b>	

Water Quantity/Quality Comments:

The site is within the Double Branch Drainage Basin. The watershed management plan was used to establish boundary conditions for the stormwater analysis. The property contains two (2) man-made borrow pits (Wetland A and Wetland B) and several depressional wetland areas. The two wetlands are connected with an 18" RCP. Runoff from the project will be conveyed to Pond A and Pond B for treatment and attenuation. The water quality treatment method will be wet detention. Both ponds discharge into the northern wetland (Wetland A), where additional attenuation occurs prior to discharge to the southern wetland (Wetland B). Borrow pits are proposed to be constructed on the east side of the wetlands. However, they are not proposed to receive runoff from the development and were not included in the water quality or quantity calculations.

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:

Pre-development and post-development models for the 100 yr, 24 hr storm event were analyzed. It was demonstrated that the proposed development will not have adverse impacts.

\*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*
Wetland A	11.44	11.44	0.00	0.00	0.00	0.00
Wetland B	29.23	29.23	0.00	0.00	0.00	0.00
Wetland C	0.07	0.00	0.07	0.00	0.00	0.00
Wetland D	0.40	0.00	0.40	0.00	0.00	0.00
Wetlands I and J	0.03	0.00	0.03	0.00	0.00	0.00
Wetland K	0.19	0.00	0.19	0.00	0.00	0.00
Wetland L	0.04	0.04	0.00	0.00	0.00	0.00
Wetland M	0.04	0.00	0.04	0.00	0.00	0.00
Wetlands A-1, A-2, and A-3	0.92	0.66	0.02	0.00	0.24	0.00
<b>Total:</b>	<b>42.36</b>	<b>41.37</b>	<b>0.75</b>	<b>0.00</b>	<b>0.24</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 0.55 acre of forested wetlands (FLUCCS 621 and 630) located within the project area for this ERP. Permanent filling impacts to 0.51 acre of forested wetlands (FLUCCS 621) will occur for construction of roadways, home sites, and stormwater management infrastructure. There are 41.81 acres of other surface waters features, consisting of 40.86 acres of ponds (FLUCCS 533 and 534) and 0.95 acre of ditches (FLUCCS 510), located within the project area. Permanent filling impacts to 0.24 acre of the project surface waters will occur for construction of roadways, home sites, stormwater management infrastructure, and borrow pits. Temporary surface water impacts of 0.24 acre are proposed for the construction of borrow pits. Re-vegetation of the temporarily impacted surface water area is to occur via natural recruitment.

**Mitigation Information**

Mitigation Comments:

Wetland mitigation is not required for permanent filling impacts to Wetland C, Wetland D, and Wetland M pursuant to Subsection 10.2.2.1 of the Applicants Handbook Volume I (A.H.V.I) for Environmental Resource Permit Applications. Under this Subsection, wetland mitigation is not required for impacts to isolated wetlands less than one half acre in size that do not provide significant habitat for threatened or endangered species.

Wetland mitigation is not required for permanent filling impacts to the upland cut ditches (Wetlands I, J, A-1, A-2 and A-3) pursuant to Subsection 10.2.2.2, A.H.V.I. Under this Subsection, wetland mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Wetland mitigation is not required for permanent filling impacts to the upland cut pond (Wetland K) pursuant to Subsection 10.2.2.2 of the Basis of Review. Under this Subsection, wetland mitigation is not required for impacts to wholly owned ponds that were constructed in uplands, which are less than one acres in area and do not provide significant habitat for threatened or endangered 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. Wetland buffers shall remain in an undisturbed condition unless prior approval is received from the Southwest Florida Water Management District.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
  - wetland and surface water areas
  - wetland buffers
  - limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
5. All wetland and surface water boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District for the term of this permit. If this permit is extended, the wetland and surface water boundaries shall only remain binding for the term of such extension provided that physical conditions on the property, as solely determined by District staff, do not change so as to alter the boundaries of the delineated wetlands or other surface waters during the permit term, unless such change has been authorized by a permit issued under Part IV, Chapter 373, F.S.
6. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
7. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
8. If limestone bedrock is encountered during construction of the surface water management system, the District must be notified and construction in the affected area shall cease.
9. The Permittee shall notify the District of any sinkhole development in the surface water management system within 48 hours of discovery and must submit a detailed sinkhole evaluation

and repair plan for approval by the District within 30 days of discovery.

10. The District, upon prior notice to the Permittee, may conduct on-site inspections to assess the effectiveness of the erosion control barriers and other measures employed to prevent violations of state water quality standards and avoid downstream impacts. Such barriers or other measures should control discharges, erosion, and sediment transport during construction and thereafter. The District will also determine any potential environmental problems that may develop as a result of leaving or removing the barriers and other measures during construction or after construction of the project has been completed. The Permittee must provide any remedial measures that are needed.
11. The Permittee's contract to purchase the property covered by this permit expires on December 31, 2014. Failure to transfer ownership of the project site to Permittee by this date will render this permit null and void.
12. The Permitted Plan Set for this project includes: **the set received by the District on April 21, 2014.**
13. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

14. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
15. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
16. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
17. 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

- 18. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
- 19. 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.
- 20. Approval from Teco is required prior to work within their easement.
- 21. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, 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, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

**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.

**Michelle K. Hopkins, P.E.**

---

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 projectspecific 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. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
  - 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 Operational 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 12.3.3 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 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.