

WATER USE LICENSE AGREEMENT

THIS AGREEMENT, dated March 12, 2019, is between the J. L. Property Owners Association, Inc. ("JLPOA"), a Florida corporation with offices at 3755 Barrow Island Road, Jupiter, FL 33477, and Trader's Crossing at Jonathan's Landing Condominium Association, Inc. ("Water User"), a Florida corporation with an office c/o Peggy Greene, Jupiter Management, Inc., 1340 US Highway One, Suite 102, Jupiter, FL 33477.

BACKGROUND

JLPOA is the master homeowner association for Jonathan's Landing, a planned community in Palm Beach County, Florida, according to the Amended and Restated Declaration of Covenants and Restrictions recorded in Book 20319 at Page 0990 in Palm Beach County, Florida (the "Declaration"), as it may be further amended from time to time. Jonathan's Landing is comprised of twenty-nine constituent entities, i.e., twenty-seven residential communities (each represented by its own homeowner or condominium association) plus the Jonathan's Landing Golf Club and the Jonathan's Landing Marina. Water User is one of those constituent entities.

Pursuant to Article VIII, Section A(1)(a) of the Declaration, JLPOA owns the land beneath the fresh water in the lakes and ponds within Jonathan's Landing, and therefore it has the right to use and consume that water subject to regulation by the State of Florida.

JLPOA has received Water Use Permit #50-002237-W (the "Master Permit") from the South Florida Water Management District ("SFWMD"). The Master Permit was issued January 8, 2008, expires January 9, 2028, was modified October 26, 2010, and was modified again May 20, 2014. JLPOA completed a 10-year compliance review by the SFWMD on January 2, 2018, as required by the Master Permit.

The Master Permit contains 26 "Limiting Conditions" on JLPOA's right to withdraw and use water from its lakes. The Limiting Conditions are attached as Exhibit "A" to this Agreement and are incorporated into and made part of this Agreement.

Water User intends to obtain its own permit from SFWMD to withdraw water for irrigation purposes from JLPOA's lakes. If water user is currently drawing water from JLPOA lakes pursuant to a previous allocation from JLPOA under the Master Permit, this Agreement is intended to replace that previous allocation.

THEREFORE, in consideration of their mutual covenants and undertakings in this Agreement, and intending to be legally bound, the parties agree as follows:

1. BACKGROUND INCORPORATED. The Background information recited above is true and correct and is incorporated into and made part of this Agreement.

2. WATER WITHDRAWAL. JLPOA hereby grants Water User a license to withdraw and use only for irrigation the quantity of water that SFWMD specifically approves for Water User. Water

User shall deliver to JLPOA a true copy of Water User's SFWMD permit, any attachments (such as Limiting Conditions) that are part of that permit, and all modifications to the permit that are issued from time to time. Water User's right to withdraw water shall be subject to compliance with its own SFWMD permit and shall cease whenever it is not in compliance. If Water User is currently drawing water from JLPOA lakes pursuant to a previous allocation from JLPOA under the Master Permit, then upon receiving its own SFWMD permit, Water User shall cease withdrawing water under the prior allocation from JLPOA. Unless Water User's SFWMD permit specifically supercedes, replaces or waives compliance with the Limiting Conditions that are attached to the Master Permit, Water User shall comply with the Master Permit Limiting Conditions. Water User shall file and keep current with JLPOA a record of all pump locations, capacities and other relevant information reasonably requested by JLPOA for its oversight of Water User's use of the licenses granted to it by JLPOA.

3. FACILITIES. At its own cost and expense, Water User shall purchase, install, service, maintain and replace—according to specifications and reasonable requirements of JLPOA and as otherwise required by applicable Master Permit Limiting Conditions and Water User's SFWMD permit—all facilities and equipment necessary to: (i) withdraw water from the lakes and ponds at locations approved by JLPOA; (ii) measure and monitor the quantity of water it withdraws according to Section 4 of this Agreement and the Limiting Conditions; (iii) transport the water across JLPOA's land and Water User's land; (iv) apply the water to Water User's Irrigable Land; (v) achieve water conservation goals and standards established from time to time by either JLPOA or SFWMD; and (vi) implement other reasonable requirements of JLPOA and SFWMD, including but not limited to preventing water contamination or pollution and promoting wildlife preservation or conservancy (collectively the "Facilities"). Facilities include but are not limited to meters, pumps, pipes, casings, valves, irrigation heads, electronic irrigation controls, timers, etc.

JLPOA hereby grants Water User a license to go upon JLPOA lands, lakes and ponds to install, service, maintain and replace Water User's Facilities at locations approved by JLPOA.

Water User shall retain ownership of all those Facilities and at its own cost and expense shall keep them in good working order. Water User hereby grants JLPOA, for itself, SFWMD and their employees, agents, contractors, consultants and other representatives, the right to enter over, under, upon and through the land owned or governed by Water User to inspect the Facilities, measure and verify water usage and consumption, and to install, repair, service and replace at Water User's cost and expense any of Water User's Facilities that are not properly maintained, repaired, serviced or replaced by Water User.

The location and the landscaping or other screening of above-ground Facilities shall be subject to review and approval of the JLPOA Design Review Committee.

Without limiting the requirements for the Facilities set forth above, Water User shall—within six (6) months after this Agreement becomes effective according to Section 14 below—install, for each pump it uses to draw water from JLPOA lakes and ponds, a "Smart Controller" as described in Exhibit "B," which is attached and incorporated into this Agreement. Each Smart Controller shall be a component of the Facilities that are owned, serviced, maintained and replaced by the Water User at its own cost and expense and shall be programmed for JLPOA to have "remote view only access" to monitor water usage and flow.

4. METERING, MONITORING AND REPORTING. Water User shall accurately measure the quantity of water it withdraws and report those quantities to JLPOA each calendar quarter, even if Water User is not required by its permit to report that information to SFWMD. Each meter or other measuring device (e.g., a Smart Controller) used for those measurements shall be recalibrated every five years to satisfy JLPOA Limiting Condition #17, unless that is specifically waived by Water User's SFWMD permit.

JLPOA shall have the right—but not the duty—to read Water User's meter(s) or other measuring device(s) each month and—if Water User's withdrawals exceed the amount authorized in Water User's SFWMD permit—may report its findings to SFWMD. Until Water User installs a Smart Controller(s), if JLPOA requests, Water User shall itself read its meter(s) on the 25th day of each month (or the next business day if that is a weekend or holiday) and certify the readings to JLPOA by the first business day of the following month.

5. CONDITIONS AND REQUIREMENTS. The licenses granted in this Agreement are non-exclusive, subject to revocation upon a breach of this Agreement by Water User, subject to all applicable Master Permit Limiting Conditions, are personal to Water User and may not be transferred to another person or entity. They will terminate automatically if Water User attempts to transfer or assign them, uses the water for other than irrigation, or allows others to use the water for any purpose.

JLPOA may from time to time and without objection by SFWMD impose additional rules, regulations, conditions, requirements and restrictions such as, by way of example and not restriction: (i) to permanently or temporarily reduce the amount of water withdrawn by Water User in order to conserve water or to contend with drought conditions; (ii) to require Water User to install and use irrigation or monitoring equipment that will reduce water consumption or more accurately or efficiently measure consumption, based upon generally accepted best practices; and (iii) to require Water User to certify to JLPOA the total land area over which it has jurisdiction that it desires to irrigate with water from JLPOA lakes and ponds.

Water User shall secure (i) any additional permits, approvals and authorizations from any federal, state or local body with jurisdiction that may be required for Water User to use the licenses granted in this Agreement and (ii) any easements, approvals and authorizations required for Water User to install, service, maintain and replace Facilities upon, over or under lands owned by others.

6. COSTS. Subject to the terms of this Agreement, Water User may withdraw water from JLPOA lakes and ponds free of charge for the water itself.

JLPOA is responsible for all costs it may incur to comply with the Master Permit ("Compliance Costs"), but Water User is responsible for any Compliance Costs resulting from its violation of or failure to comply with this Agreement, the Master Permit (including the Master Permit Limiting Conditions), and Water User's own SFWMD permit.

In addition to Compliance Costs, if JLPOA incurs costs that are attributable to Water User's failure to install, service, maintain or replace required Facilities or which result from Water User's violation of or failure to comply with any JLPOA rule or regulation, or a governmental permit,

approval or authorization (including, but not limited to, Water User's SFWMD permit), Water User shall reimburse JLPOA for the full amount of those additional costs.

7. WATER QUALITY. JLPOA will endeavor to take reasonable and commercially practicable measures that are intended (but not guaranteed) to achieve and maintain water quality that is suitable for landscape irrigation. However, notwithstanding the foregoing good-faith undertaking, JLPOA does not make any express or implied representation or warranty as to the quality (including, without limitation, the salinity) of water in its lakes and ponds or its fitness for irrigation or any other purpose. Water User accepts the water "as is" and shall use the water at its own risk. Consequently, JLPOA is not responsible for any bodily or personal injuries or property damage caused to or sustained by Water User or anyone else that may have resulted from Water User's use of JLPOA water, including its prior use of that water. This includes, but is not necessarily limited to, the use of water that is not suitable for irrigation, stains property, or is otherwise polluted or tainted.

8. WATER RESOURCE ADVISORY COMMITTEE. JLPOA shall create a Water Resource Advisory Committee comprised of at least seven Jonathan's Landing property owners, none of whom is a JLPOA director or the spouse of a director. The committee's purview shall be to oversee the management and use of natural fresh water resources in Jonathan's Landing and to advise JLPOA on matters related to monitoring and managing water quality in the fresh water lakes and ponds, compliance with the Master Permit and permits issued by SFWMD to Water User and to other water users, and anything else related to water resources that the JLPOA Board of Directors may assign to it.

Committee members shall be appointed by and serve at the pleasure of the JLPOA Board of Directors. The committee members shall select their own chairperson, subject to approval by the JLPOA Board of Directors. One committee member shall be selected by the JLPOA Board of Directors from among those nominated by the Jonathan's Landing Golf Club, which shall nominate at least one of its members whenever requested JLPOA. At least half of the other committee members shall be property owners in communities that are Water Users, but the committee shall continue to operate during any period when less than half its members are from those communities because of, for example, resignation, injury, illness or death. The committee shall be appointed each year within one month after the annual meeting of JLPOA members.

The committee: (i) shall function in an advisory capacity and shall have no official duties or rights; (ii) shall meet at least quarterly; (iii) shall report only to the JLPOA Board of Directors and its staff; and (iv) shall take no action or communicate with others for or on behalf of JLPOA, the JLPOA Board of Directors or its staff unless directed to do so by the JLPOA Board of Directors, but (v) it may solicit opinions and advice from others, although any costs of such opinions or advice must be first approved by the JLPOA Board. The general manager of JLPOA or a staff member designated by the general manager shall if practicable attend each committee meeting as a non-voting, *ex officio* member of the committee to facilitate the flow of information between the JLPOA Board, its staff and the committee, but the absence of the general manager or a designee of the general manager shall not prevent the committee from meeting if the general manager was notified of the meeting at least 2 business days in advance (excluding holidays and weekends).

Meetings shall be held in the JLPOA offices unless the JLPOA president approves another location.

9. INDEMNIFICATION AND INSURANCE. Water User shall indemnify, defend and hold harmless JLPOA and its officers, directors, employees, members and agents against all claims, demands, causes of action, suits, judgments, fines, penalties and losses incurred by it, them or any of them or by Water User by reason of the licenses hereby granted, the water quality, or the acts or omissions of Water User or those of its officers, directors, employees, agents or contractors.

Water User and JLPOA shall each notify the other in writing of the name of any contractor it may engage to perform work on the other's property and shall require the contractor (i) to carry commercial general liability insurance for not less than \$1.0 million and (ii) to have its policy endorsed to designate both Water User and JLPOA as additional insureds. Those insurance policies shall be primary, not contributory, and shall waive subrogation and right of recovery. JLPOA may from time to time increase the minimum insurance coverage to account for the effects of inflation or any perceived increase in risk.

10. TERM. The licenses granted by this Agreement shall commence on the date of this Agreement and shall expire whenever: (i) the Master Permit or Water User's SFWMD permit or any permit that replaces or extends the term of the Master Permit or Water User's SFWMD permit shall itself expire without the issuance of an appropriate permit that simultaneously replaces or extends the expired permit; (ii) JLPOA terminates this Agreement for cause, which is permitted only if Water User violates or otherwise breaches the Agreement and does not cure the violation or breach after notice from JLPOA; (iii) Water User itself terminates the Agreement, or (iv) Water User fails or refuses to confirm annually when requested by JLPOA that the Agreement remains in force and effect, which JLPOA intends to request within one month after each annual meeting of its members.

11. LICENSE SUSPENSION; FORCE MAJEURE. The license to withdraw and use water shall be suspended whenever water quality in the lakes and ponds becomes tainted or fouled for any reason, including a *force majeure* event. JLPOA shall monitor water quality and report test results to Water User when received. If test results indicate water may be tainted or fouled and likely is not suitable for irrigation, or in the absence of test results, JLPOA nevertheless believes the water may be tainted or fouled, JLPOA shall as soon as practicable notify Water User in writing or by email that the license is suspended. Water User shall similarly notify JLPOA if it believes the water may be tainted or fouled or if a *force majeure* event has or is likely to prevent or delay its performance under this Agreement.

If the water has been tainted or fouled, JLPOA shall take commercially reasonable measures to restore water quality, and the costs for doing so shall be borne initially by JLPOA, but JLPOA may recover those costs from anyone else (including Water User) whose act or omission tainted or fouled the water.

For these purposes, *force majeure* shall mean any act, event or occurrence not within the reasonable control of the party claiming *force majeure* to excuse its timely performance, such as but not limited to: strikes; wars; eminent domain, requisitions or other priorities of the government

(either federal, state, civil or military); civil disturbances; fires, floods, explosions or other casualties; future rules, regulations, orders, laws or proclamations of governmental authorities acting under claim or color of authority; actions, suits or proceedings which seek to restrain, enjoin, prohibit or invalidate this Agreement, the licenses hereby created, or Water User's use of the water, or which seek to subject either party to substantial damages by reason of its past or continuing performance under this Agreement; and any other cause, act of God (such as a tidal event or hurricane), or weather-related event or condition that is not reasonably within the control of the party claiming *force majeure*.

12. NOTICES. Except for routine correspondence and reports to manage and administer the licenses hereby granted or which are otherwise allowed in this Agreement, all notices intended to assert or deny a violation of or otherwise to implement or enforce this Agreement shall be in writing and shall be deemed received when delivered in person or two days after being deposited in the United States mail, postage prepaid, with proof of mailing, addressed to the parties at the address stated above or at such other address as the recipient shall have previously provided in writing. Notice by email is also permitted and shall be deemed delivered on the date the email is transmitted as shown on a printed copy of the original transmission.

13. GOVERNING LAW; ENFORCEMENT; DISPUTE RESOLUTION. This Agreement shall be governed by and construed according to the laws of the State of Florida. Any dispute arising under this Agreement shall first be mediated by an independent, impartial and experienced mediator who is approved by both parties. Each party shall bear its own costs and pay half the mediator's fee and related expenses.

If mediation does not resolve the dispute, it may then be litigated in court. Venue shall lie in the Circuit Court of Palm Beach County, Florida. The substantially prevailing party shall be entitled to recover all or that portion of its reasonable attorney's fees and costs, including but not limited to, pre-trial, trial, appellate and bankruptcy attorney's fees and costs, which the court may determine to be equitable in the circumstances.

If any provision of this Agreement or portion thereof, or its application to any person or circumstance, is held to be invalid, the rest of the Agreement shall remain valid and enforceable, and the application of the invalid portion to other persons or circumstances or in other jurisdictions shall also remain valid and enforceable.


No failure or delay by a party in exercising any right, power or privilege under this Agreement, and no course of dealing by a party, shall operate as a waiver of such right, power or privilege. No exercise of any right, power or privilege shall preclude any other or further exercise of such right, power or privilege or any other right, power or privilege. The rights and remedies created by this Agreement are cumulative, and they are also the exclusive rights and remedies that a party may have or assert with respect to supplying, withdrawing and using water from JLPOA lakes and ponds.

14. MISCELLANEOUS. This Agreement shall become effective only when Water User delivers to JLPOA a true copy of Water User's own SFWMD permit authorizing it to withdraw water, and it may be amended only by a written instrument that expressly amends it and is duly executed by

both parties. Sections headings are intended only for convenience of reference and are not part of the Agreement for any other purpose. This Agreement is the only agreement between the parties for withdrawing and using water from JLPOA lakes and ponds; all prior agreements, practices and customs no longer apply and are null and void.

IN WITNESS WHEREOF, the parties execute this Agreement on the date set forth above.

J. L. Property Owners Association, Inc.

By: 
President, Board of Directors
Katherine Wunder

Attest:  3/12/19

**Trader's Crossing at Jonathan's Landing
Condominium Association, Inc.**

By: _____

Attest: _____

Print name and title:

Print name and title:

Limiting Conditions

1. This permit shall expire on January 9, 2028.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Landscape Irrigation

4. Source classification is:

Ground Water from:
Surficial Aquifer System

Surface Water from:
On-site Lake(s)/Pond(s)
Water Table aquifer

5. Total annual allocation is 213 MG.

Total maximum monthly allocation is 33.6114 MG.

These allocations represent the amount of water required to meet the water demands as a result of rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1 in 10 year drought event. If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

(A) All other conditions of the permit are met; and

(B) The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

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

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

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

This Permit is issued to:

JONATHANS LANDING PROPERTY OWNERS ASSOCIATION
3755 BARROW ISLAND ROAD
JUPITER, FL - 33477

7. Withdrawal facilities:

Ground Water - Existing:

1 - 6" X 120' X 225 GPM Well Cased To 100 Feet

- 1 - 6" X 120' X 200 GPM Well Cased To 60 Feet
- 4 - 2" X 180' X 0 GPM Wells With Unknown Cased Depth

Surface Water - Existing:

- 1 - 4" x 7.5 HP X 120 GPM Submersible Pump
- 1 - 4" x 7.5 HP X 160 GPM Submersible Pump
- 4 - 6" x 7.5 HP X 160 GPM Submersible Pumps
- 3 - 4" x 7.5 HP X 70 GPM Submersible Pumps
- 1 - 4" x 7.5 HP X 60 GPM Centrifugal Pump
- 1 - 4" x 25 HP X 225 GPM Centrifugal Pump

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
19. Landscape and golf course Permittees must comply with all plan requirements and the implementation schedule contained in the plan submitted pursuant to section 2.3.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District.
20. Landscape and golf course irrigation is prohibited between the hours of 10:00 A.M. and 4:00 P.M., except as follows:
 - a) Irrigation using micro-irrigation system is allowed anytime.
 - b) Users whose average annual allocation is made up of 75% or greater volume of reclaimed water for irrigation may irrigate at anytime.
 - c) Irrigation of, or in preparation for planting, new golf courses and recreational areas is allowed at any time of day for one 30 day period provided irrigation is limited to the amount necessary for plant establishment. Irrigation of newly seeded or sprigged golf course areas is allowed any time of day for one 60 day period.
 - d) Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides when required by law, recommended by the manufacturer or constituting best management practices is allowed anytime within 24 hours of application.
 - e) Irrigation systems may be operated anytime for maintenance and repair purposes.
 - f) The use of water to protect golf course turf from heat and wind stress damage is allowed anytime.
21. The allocation in this permit is for irrigation only, not the artificial maintenance of lake levels. The use of surface water lakes is for water quality treatment or irrigation water replacement only. Therefore, the ratio of the number of gallons per day withdrawn from the groundwater wells to the number of gallons per day withdrawn from the surface water pumps shall not exceed 1:1 on a monthly basis.
22. Every ten years from the date of permit issuance the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:

(A) The results of an on-site irrigation efficiency evaluation that estimates the efficient use of water on the project site, based on the method of irrigation that was permitted. Based on the evaluation, the permittee shall identify and implement specific actions to achieve the efficient use of water for the duration of the permit. In the event that based on the onsite irrigation efficiency evaluation an additional

water allocation may be necessary, the permittee shall apply for a modification of the permit if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.

(B) A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.

23. The permittee shall continue to investigate the feasibility of utilizing reclaimed water as an alternative water supply for this project. To this end, the permittee, or its successor, shall provide the District with periodic reclaimed water feasibility reports, to be submitted at five (5) year intervals commencing five years from date of permit issuance and continuing through the duration of this water use permit. Such reclaimed water feasibility reports shall evaluate the feasibility of utilizing reclaimed water and specifically consider:

(A) whether a suitable reclaimed water supply source is available and permitted;

(B) whether reclaimed water supply lines are available at the property boundary in sufficient capacity to serve permittee's needs;

(C) whether the permittee is capable of accessing the reclaimed water source through distribution lines;

(D) whether use of reclaimed water is technically, environmentally, and economically feasible; and

(E) whether use of reclaimed water would conflict with requirements contained in permittee's surface water drainage permit, if appropriate.

24. In the event reclaimed water becomes this project's irrigation water supply source, the permittee shall modify this permit to reflect the same.
25. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, Florida Administrative Code.
26. The Permittee shall continue to submit monitoring data in accordance with the approved saline water intrusion monitoring program for this project.

The monitor plan includes the quarterly sampling of JLOW-03, JLWCS-4, JLOW-08 and JLOW-09 for chloride concentration with quarterly submittal to District Compliance Staff.

EXHIBIT "B"
The "Smart Controller"

The Water User shall provide updated irrigation controllers with multiple water conservation features at their own expense to facilitate this Agreement.

The controller shall be compatible with a variety of communication options (Direct Connect Cable, Phone, GPRS/Cellular, Ethernet, Wi-Fi, Radio, etc.). The communication option selected shall provide reliable remote computer access to the controller. Remote access privileges shall be adjustable ranging from full control to view only access. The Water Users shall manage the access privileges for their controllers. POA management shall have remote view only access to monitor water usage and flow reporting to SFWMD.

The controller shall include a feature which learns the normal flow rate of each station. Each time the station runs this feature compares the current real-time flow rate to the learned rate and takes user defined actions if high flow, low flow, or no flow are detected, to isolate the problem by turning off the affected station or master valve.

The controller shall be a "Smart controller". A weather service signal received by the cartridge shall automatically adjust the individual controller program day cycles and station run times to apply the minimum amount of water required based on the current plant water requirements.

The controller shall have a Seasonal Adjustment by program which adjusts the station run time.

The controller shall also have a Monthly Seasonal Adjustment of 0 to 300% by month.

The controller shall have an electronic, diagnostic circuit breaker that shall sense a station with an electrical overload or short circuit and shall bypass that station and continue to operate all other stations.

The controller shall incorporate a Rain Delay feature allowing the user to set the number of days the controller should remain off before automatically returning to the auto mode. The controller shall be equipped with local rain sensors to prevent watering during storms.

The controller shall have Cycle+Soak water management software which is capable of operating each station for a maximum cycle time and a minimum soak time to reduce water run-off.

The controllers shall be a Rainbird LXMEF or approved equal by JLPOA.