

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
GOVERNING BOARD MEETING MINUTES**

**District Headquarters
81 Water Management Drive
Havana, FL 32333**

**Thursday
January 11, 2018**

Governing Board Members Present

George Roberts, Chair
Jerry Pate, Vice Chair
John Alter, Secretary-Treasurer
Gus Andrews
Jon Costello
Marc Dunbar
Ted Everett
Nick Patronis
Bo Spring

Governing Board Members Absent

1. Opening Ceremonies

Governing Board Chairman George Roberts called the meeting to order at 1:02 p.m. Brett Cyphers called the roll and a quorum was declared present.

2. Additions, Deletions or Changes to the Agenda

None.

3. Approval of the Minutes for December 14, 2017

MOTIONED BY NICK PATRONIS, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR DECEMBER 14, 2017. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

4. Approval of the Financial Reports for the Month of November 2017

MOTIONED BY JOHN ALTER, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF NOVEMBER 2017. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Committee Reports and Recommendations for Board Action

Asset Management Committee:

Consideration of Request from Escambia County for Access and Temporary Construction Work Space; Perdido River WMA

MOTIONED BY NICK PATRONIS, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE THE REQUEST FROM ESCAMBIA COUNTY FOR ACCESS AND TEMPORARY CONSTRUCTION WORK SPACE WITHIN THE PERDIDO RIVER WMA AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE LICENSE AGREEMENT

BETWEEN THE DISTRICT AND ESCAMBIA COUNTY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Consideration of Invitation to Bid 18B-003; Choctawhatchee River Harris Chapel 2018 Thinning Timber Sale

MOTIONED BY NICK PATRONIS, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO INVITATION TO BID 18B-003, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THIS TIMBER SALE WITH THE HIGH BIDDER, PANHANDLE FORESTRY SERVICES, INC., AT THE BID PRICES OF \$13.59 PER TON FOR PINE PULPWOOD, \$21.00 PER TON FOR PINE CHIP-N-SAW, AND \$29.00 PER TON FOR PINE SAWTIMBER. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Consideration of Request for Authorization to Declare and Dispose of Surplus Property and Missing Property

MOTIONED BY NICK PATRONIS, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD DECLARE THE PROPERTY ITEMS AS SURPLUS OR MISSING, AND AUTHORIZE STAFF TO DISPOSE OF THE ITEMS IN ACCORDANCE WITH ESTABLISHED PROCEDURES AND REMOVE THEM FROM THE DISTRICT'S PROPERTY RECORDS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Fiscal Year 2018-2019 Preliminary Budget

MOTIONED BY JERRY PATE, SECONDED BY MARC DUNBAR, THAT THE GOVERNING BOARD APPROVE THE FISCAL YEAR 2018-2019 PRELIMINARY BUDGET AS PRESENTED AND ALLOW STAFF TO MAKE CHANGES BASED ON COLLABORATION WITH DEP AND EOG AND SUBMIT THE FINAL DOCUMENT TO THE LEGISLATURE BY JANUARY 15, 2018. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Resolution No. 827 Amending the Fiscal Year 2017-2018 Budget

MOTIONED BY JOHN ALTER, SECONDED BY BO SPRING, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 827 AMENDING THE FISCAL YEAR 2017-2018 BUDGET AND ALLOW STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Legislative Update

Informational purposes only.

9. Legal Counsel Report

Breck Brannen provided a status report on the case referenced below.

CGUPS, LLC, Steven Cox, and Claudia Cox, Petitioners v. Northwest Florida Water Management District and Florida Department of Transportation, Respondents, DOAH Case No. 16-4691

Meeting was adjourned at 1:35 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending December 31, 2017

Balance Forward - Operating Funds	\$35,915,952.47	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$2,122,171.87	
Contracts Receivable	6,444,859.87	
Other Deposits/Refunds/Adjustments	38,639.00	
Transfers from Lands Accounts	0.00	
Total Deposits during month	8,605,670.74	
Total Deposits and Balance Forward		\$ 44,521,623.21
Disbursements:		
Employee Salaries	404,007.68	
Employee Benefits	93,058.39	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	138,263.86	
Operating Expenses - Services	80,121.88	
Operating Expenses - Commodities	14,604.74	
Operating Capital Outlay	53,750.00	
Grants and Aids	59,392.76	
Total Operating Expenses during month	843,199.31	
Payables, Prior Year	5,283.55	
Other Disbursements or (Credits)	25,432.19	
Total Funds Disbursed by check during month	873,915.05	
Bank Debits (Fees, Deposit Slips, etc.)	240.08	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed		874,155.13
Cash Balance Operating Funds at month end		\$ 43,647,468.08
Operating Depositories:		
Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking	8,023,004.75	
Payroll Account	6,400.74	
Investment Accounts:		
Fla. Board of Administration @ 1.44%		
General Fund	13,330,650.25	
Lands Fee Fund	5,909,366.75	
SWIM Fund	125,519.78	
Springs Protection	55.20	
Mitigation Fund	16,252,220.36	
Total Operating Depositories at month end	\$ 43,647,468.08	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending December 31, 2017

Land Acquisition Funds:

Fla. Board of Administration @ 1.44%	\$ 440,130.65	
Total Land Acquisition Funds		440,130.65

Restricted Land Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 1.44%	129,814.89	
Total Restricted Land Management Funds		<u>129,814.89</u>

Total Land Acquisition, and Restricted Management Funds		<u>569,945.54</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u>\$ 44,217,413.62</u>
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Approved: _____
Chairman or Executive Director

Date: February 8, 2018

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending December 31, 2017
(Unaudited)

	Current Budget	Actuals Through 12/31/2017	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,395,217	\$ 2,328,643	\$ (1,066,574)	69%
Intergovernmental Revenues	51,522,478	8,632,231	(42,890,247)	17%
Interest on Invested Funds	99,266	130,437	31,171	131%
License and Permit Fees	384,569	105,140	(279,429)	27%
Other	2,338,304	216,520	(2,121,784)	9%
Fund Balance	24,244,620		(24,244,620)	0%
Total Sources	\$ 81,984,454	\$ 11,412,971	\$ (70,571,483)	14%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 7,016,078	\$ 677,015	\$ 146,214	\$ 6,192,849	10%	12%
Acquisition, Restoration and Public Works	48,233,077	505,564	100,494	47,627,019	1%	1%
Operation and Maintenance of Lands and Works	3,927,952	543,354	220,970	3,163,629	14%	19%
Regulation	3,891,085	783,052	88,556	3,019,477	20%	22%
Outreach	178,215	33,933	934	143,348	19%	20%
Management and Administration	2,004,239	435,667	41,143	1,527,429	22%	24%
Total Uses	\$ 65,250,646	\$ 2,978,584	\$ 598,311	\$ 61,673,751	5%	5%
Reserves	16,733,808			16,733,808	0%	0%
Total Uses and Reserves	\$ 81,984,454	\$ 2,978,584	\$ 598,311	\$ 78,407,559	4%	4%

¹ Encumbrances represent unexpended balances of open purchase orders.

² Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This unaudited financial statement is prepared as of December 31, 2017, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

DECEMBER 2017

CHECKS	12/7/2017	\$	50,354.91
AP EFT CHECKS	12/8/2017		1,242.68
CHECKS	12/14/2017		196,312.96
AP EFT CHECKS	12/15/2017		12,443.41
CHECKS	12/21/2017		121,201.20
AP EFT CHECKS	12/22/2017		4,235.85
VOIDED CHECK	12/13/2017		-110.00
VOIDED CHECK	12/13/2017		-30.00
RETIREMENT EFT			53,463.04
		\$	<u>439,114.05</u>

APPROVED:

Chairman or Executive Director

February 8, 2018

Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5506	ASSOCIATION FOR FIRE ECOLOGY	12/07/2017	550.00	AFE FIRE ECOLOGY AND MANAGEMEN
96	APALACHICOLA/CARRABELLE TIMES	12/07/2017	76.10	NOTICE OF RULE DEVELOPMENT
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	12/07/2017	1,095.00	WATER RESOURCE EVALUATIONS
95	AT&T	12/07/2017	432.50	PHONES- EFO
5422	CITY OF SOPCHOPPY	12/07/2017	14,240.00	WATER SYSTEM IMPROVEMENTS
97	THE DEFUNIAK HERALD	12/07/2017	30.38	LEGAL ADS
3309	FAST SIGNS	12/07/2017	132.00	EMPLOYEE NAME PLATES
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	12/07/2017	457.50	.45 MICRON FILTERS USED FOR GW
5410	GUARDIAN AUTOMOTIVE	12/07/2017	64.35	OPEN PURCHASE ORDER FOR RMD.
666	JEFFERSON COUNTY PROPERTY APPRAISER	12/07/2017	220.11	1ST QTR FY 17-18
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/07/2017	48.05	NEW COPIER LEASE FOR ADMIN/RMD
2299	LIBERTY COUNTY SOLID WASTE	12/07/2017	32.00	SOLID WASTE FL RIVER
63	NORTHWEST FLORIDA DAILY NEWS	12/07/2017	267.66	NOTICE OF RULE DEVELOPMENT
5414	OFFICE BUSINESS SYSTEMS, INC.	12/07/2017	110.88	COPIER MAINTENANCE RENEWAL
1205	OFFICE DEPOT, INC.	12/07/2017	316.30	OFFICE SUPPLIES
64	PANAMA CITY NEWS HERALD	12/07/2017	128.00	NOTICE OF RULE DEVELOPMENT
62	PENSACOLA NEWS-JOURNAL	12/07/2017	107.94	2018 GB MEETING SCHEDULE
62	PENSACOLA NEWS-JOURNAL	12/07/2017	140.42	LEGAL ADS
2381	PORT SUPPLY	12/07/2017	62.96	REPLACEMENT TRAILER LIGHTS
2381	PORT SUPPLY	12/07/2017	97.02	TRAILER LIGHT KIT
4081	POT-O-GOLD RENTALS, LLC	12/07/2017	1,558.80	PORTABLE TOILETS
5521	ZACK PRICE	12/07/2017	110.00	FENCE REPAIR
906	PURVIS, GRAY AND COMPANY, LLP	12/07/2017	13,600.00	FINANCIAL AUDIT SERVICES
2919	SUWANNEE RIVER WATER MGMT. DISTRICT	12/07/2017	319.00	UF LEADERSHIP TRAINING FOR CAR
4557	VERIZON WIRELESS	12/07/2017	935.82	JETPACKS/ AIRCARDS
4557	VERIZON WIRELESS	12/07/2017	99.73	CELL PHONES
5218	WAGeworks, INC.	12/07/2017	137.70	FLEXIBLE SPENDING ACCOUNT ADMI
5520	WALKER-HILL ENVIRONMENTAL, INC.	12/07/2017	2,500.00	WELL MODIFICATION SERVICE
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	12/07/2017	12,328.00	LAW ENFORCEMENT AND SECURITY
4626	WASTE PRO OF FLORIDA, INC	12/07/2017	156.69	SOLID WASTE- HQ

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

TOTAL CHECKS			<u>50,354.91</u>	
4961	PETER FOLLAND	12/08/2017	140.00	TRAVEL REIMBURSEMENT
3942	A & W VENTURES, L.C.	12/08/2017	156.34	PORTABLE TOILET FOR PHIPPS PAR
3942	A & W VENTURES, L.C.	12/08/2017	156.34	PORTABLE TOILET FOR PHIPPS PAR
5368	KOUNTRY RENTAL NWF, INC.	12/08/2017	207.50	CLEANING OF ECONFINA OFFICE AN
3823	KENNETH ANDREW ROACH	12/08/2017	140.00	TRAVEL REIMBURSEMENT
4642	COAKLEY TAYLOR	12/08/2017	224.50	TRAVEL REIMBURSEMENT
5099	DANIEL WESLEY	12/08/2017	218.00	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>1,242.68</u>	
TOTAL AP			<u><u>51,597.59</u></u>	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5482	ADVENTURE MOTORSPORTS OF NWF INC	12/14/2017	2,213.46	REPAIR TO 2009 SUZUKI ATV
5506	ASSOCIATION FOR FIRE ECOLOGY	12/14/2017	1,100.00	AFE FIRE ECOLOGY AND MANAGEMEN
2967	BANK OF AMERICA	12/14/2017	3,341.44	P-CARD
4180	BA MERCHANT SERVICES	12/14/2017	148.77	TRANSACTION FEES FOR E-PERMITT
5428	CARDNO, INC	12/14/2017	515.00	WATER RESOURCE EVALUATIONS
5428	CARDNO, INC	12/14/2017	7,048.84	WATER RESOURCE EVALUATIONS
5446	TRENTON A CHILDS	12/14/2017	10,012.50	AGRICULTURAL BMP COST SHARE AG
5095	CITY OF MONTICELLO	12/14/2017	35,140.26	WATER MAIN IMPROVEMENT
3157	COAST MACHINERY, INC.	12/14/2017	1,291.69	MARSH MASTER REPAIR PARTS
4210	DEVANAND SEEREERAM	12/14/2017	2,445.00	PONDS UPGRADE FROM 3.2 TO 3.3
4673	DEWBERRY CONSULTANTS LLC	12/14/2017	22,460.63	RISK MAP PROGRAM SUPPORT
4673	DEWBERRY CONSULTANTS LLC	12/14/2017	25,455.37	RISK MAP PROGRAM SUPPORT
45	DMS	12/14/2017	3.03	DEDICATED LONG DISTANCE-MILTON
45	DMS	12/14/2017	69.04	MILTON PHONES
45	DMS	12/14/2017	136.73	HQ- LONG DISTANCE
45	DMS	12/14/2017	1,247.91	LOCAL PHONES- HQ
45	DMS	12/14/2017	19.40	AIR CARDS/HOTSPOTS
45	DMS	12/14/2017	2.06	AUDIO CONFERENCE
45	DMS	12/14/2017	715.12	LOCAL PHONES- CRESTVIEW
45	DMS	12/14/2017	41.93	CRESTVIEW & CARR LONG DISTANCE
45	DMS	12/14/2017	(101.51)	CREDIT FOR CARR LOCAL PHONES
45	DMS	12/14/2017	10.22	AUDIO CONFERENCE CALLS
45	DMS	12/14/2017	3.21	LAN PORTS/ INTRA/INTERNET
45	DMS	12/14/2017	1,909.36	ST JOHNS CONNECTION
45	DMS	12/14/2017	9,561.52	ETHERNET- ALL
4748	EAST MILTON WATER SYSTEM	12/14/2017	10.23	WATER- MILTO FIELD OFFICE
4963	ECOLOGICAL RESOURCE CONSULTANTS, INC.	12/14/2017	9,301.30	PROFESSIONAL ECOLOGICAL SERVIC
4963	ECOLOGICAL RESOURCE CONSULTANTS, INC.	12/14/2017	14,495.88	PROFESSIONAL ECOLOGICAL SERVIC
2526	ENVIRONMENTAL SIMULATIONS, INC.	12/14/2017	2,600.00	GROUNDWATER VISTAS 7 FOR RMD
2702	FISH AND WILDLIFE	12/14/2017	3,352.40	LAW ENFORCEMENT/SECURITY SERVI
2701	FLORIDA MUNICIPAL INSURANCE TRUST	12/14/2017	22,479.00	2ND INSTALLMENT FY 17-18
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	12/14/2017	21.98	FAR AD FOR SPRINGS FUNDING
5410	GUARDIAN AUTOMOTIVE	12/14/2017	30.00	OIL CHANGE
5410	GUARDIAN AUTOMOTIVE	12/14/2017	30.00	OIL CHANGE

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

5410	GUARDIAN AUTOMOTIVE	12/14/2017	30.00	OIL CHANGE
5410	GUARDIAN AUTOMOTIVE	12/14/2017	30.00	OIL CHANGE
916	GULF POWER COMPANY	12/14/2017	530.90	ELECTRIC- MILTON
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/14/2017	365.95	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/14/2017	230.82	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/14/2017	179.38	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/14/2017	179.38	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/14/2017	300.83	COPIER LEASE RENEWALS
4986	PATRICIA LUJAN	12/14/2017	7,374.16	CRESTVIEW LEASE
4873	MAIN STREET AUTOMOTIVE, INC.	12/14/2017	798.87	WORK ON VEHICLE 96201
5409	MARTIN ENVIRONMENTAL SERVICES, INC	12/14/2017	140.00	PORTABLE TOILETS
5409	MARTIN ENVIRONMENTAL SERVICES, INC	12/14/2017	140.00	PORTABLE TOILETS
63	NORTHWEST FLORIDA DAILY NEWS	12/14/2017	124.02	LEGAL ADS
5414	OFFICE BUSINESS SYSTEMS, INC.	12/14/2017	13.49	COPIER MAINTENANCE RENEWAL
5414	OFFICE BUSINESS SYSTEMS, INC.	12/14/2017	0.03	COPIER MAINTENANCE RENEWAL
5414	OFFICE BUSINESS SYSTEMS, INC.	12/14/2017	17.72	COPIER MAINTENANCE RENEWAL
5414	OFFICE BUSINESS SYSTEMS, INC.	12/14/2017	21.30	COPIER MAINTENANCE RENEWAL
5414	OFFICE BUSINESS SYSTEMS, INC.	12/14/2017	7.78	COPIER MAINTENANCE RENEWAL
1205	OFFICE DEPOT, INC.	12/14/2017	(47.28)	CREDIT FOR ITEMS RETURNED
1205	OFFICE DEPOT, INC.	12/14/2017	32.53	RMD OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	12/14/2017	275.05	OFFICE SUPPLIES & TONER
1205	OFFICE DEPOT, INC.	12/14/2017	21.32	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	12/14/2017	2.12	OFFICE SUPPLIES
4715	PINE ENVIRONMENTAL SERVICES, INC.	12/14/2017	877.50	RENTAL - SOLINST LEVELLOGGER LT
1180	PRIDE ENTERPRISES	12/14/2017	39.02	ENVELOPES FOR ASSET MANAGEMENT
5334	MARK SANTARELLI	12/14/2017	30.00	WELL PERMITTING FEES REFUND
105	TALLAHASSEE DEMOCRAT	12/14/2017	333.32	NOTICE OF RULE DEVELOPMENT
110	TALQUIN ELECTRIC COOPERATIVE, INC.	12/14/2017	245.02	WATER/SEWER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	12/14/2017	2,592.11	ELECTRIC- HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	12/14/2017	87.17	SECURITY LIGHTS- HQ
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	12/14/2017	3,801.60	PUBLIC RECREATION SITE CLEAN U
5218	WAGeworks, INC.	12/14/2017	59.15	COBRA ADMINISTRATION
5015	WESTON TRAWICK, INC.	12/14/2017	367.93	REPAIR ELECTRICAL OUTLET AT HQ

TOTAL CHECKS

196,312.96

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

4944	BRETT CYPHERS	12/15/2017	294.38	TRAVEL REIMBURSEMENT
2453	ESCAMBIA COUNTY PROPERTY APPRAISER	12/15/2017	3,451.03	2ND QTR FY 17-18
4961	PETER FOLLAND	12/15/2017	126.00	TRAVEL REIMBURSEMENT
5172	FREDDIE WILBON	12/15/2017	750.00	JANITORIAL SERVICES FOR CFO
5368	KOUNTRY RENTAL NWF, INC.	12/15/2017	7,360.00	RENTAL AND SERVICE OF PORTABLE
4536	THEODORE REESE	12/15/2017	129.00	TRAVEL REIMBURSEMENT
5500	RYAN REGA	12/15/2017	126.00	TRAVEL REIMBURSEMENT
2630	ERIC TOOLE	12/15/2017	207.00	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>12,443.41</u>	
TOTAL AP			<u>208,756.37</u>	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4923	JOHN ALTER	12/21/2017	61.41	GOVERNING BOARD MEETING
3293	ANGUS ANDREWS	12/21/2017	107.69	GOVERNING BOARD MEETING
5524	AYAVALLA LAND COMPANY, LLC	12/21/2017	500.00	PERMIT FEE REFUND
2967	BANK OF AMERICA	12/21/2017	50.47	SCHOOLHOUSE TECHNOLOGIES SINGL
2967	BANK OF AMERICA	12/21/2017	210.72	SAFETY HARNESS AND LANYARD FOR
2967	BANK OF AMERICA	12/21/2017	50.00	REG SUNPASS FUNDS
2992	BANK OF AMERICA	12/21/2017	262.26	PAYMENT PORTEL FOR E-PERMITTIN
2992	BANK OF AMERICA	12/21/2017	289.15	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	12/21/2017	971.21	ACCOUNT ANALYSIS
3837	BAY COUNTY PUBLIC WORKS DEPARTMENT	12/21/2017	5,163.55	REFUND OF PAYMENTS IN EXCESS O
5499	BCC WASTE SOLUTIONS, LLC	12/21/2017	217.00	DUMPSTER FOR ECONFINA OFFICE A
5499	BCC WASTE SOLUTIONS, LLC	12/21/2017	217.00	DUMPSTER FOR ECONFINA OFFICE A
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	12/21/2017	1,424.06	RETIREE MEDICAL INSURANCE
5523	CAPITAL TELECOM HOLDINGS LLC	12/21/2017	50.00	P18274 REFUND FOR OVERPAYMENT
4676	CITY OF MILTON FLORIDA	12/21/2017	65.83	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	12/21/2017	19.36	SEWER-MILTON FIELD OFFICE
3289	CITY OF TALLAHASSEE	12/21/2017	38.83	LAKESHORE
4324	CEDAR CREEK TIMBER CO., INC.	12/21/2017	22,486.92	BID DEPOSIT REFUND
4754	CUMMINS POWER SOUTH	12/21/2017	345.74	PREVENTATIVE MAINTANCE ON GENE
4673	DEWBERRY CONSULTANTS LLC	12/21/2017	1,925.00	RISK MAP PROGRAM SUPPORT
4673	DEWBERRY CONSULTANTS LLC	12/21/2017	2,300.00	RISK MAP PROGRAM SUPPORT
5426	DIVERSIFIED PROFESSIONAL SERVICES CORP	12/21/2017	53,750.00	COTTON LANDING/DEVILS HOLE SPR
1709	DIVISION OF ADMINISTRATIVE HEARINGS	12/21/2017	372.50	DOAH-COX CASE
4855	ENVIRON SERVICES INCORPORATED	12/21/2017	2,127.00	JANITORIAL SERVICES, HEADQUART
3309	FAST SIGNS	12/21/2017	657.50	VEHICLE LOGO SIGNS
4807	WEX BANK	12/21/2017	5,298.35	FUEL
4807	WEX BANK	12/21/2017	1,075.00	WEX TELEMATICS FLEET MANAGEMEN
4807	WEX BANK	12/21/2017	25.00	FLEET MANAGEMENT SYSTEM - LAND
4807	WEX BANK	12/21/2017	50.00	WEX TELEMATICS FLEET MANAGEMEN
2291	GULF COAST ELECTRIC COOPERATIVE,INC	12/21/2017	243.58	ELECTRIC-ECONFINA
3003	HAVANA FORD, INC.	12/21/2017	57.18	OPEN PURCHASE ORDER FOR REG.
61	JACKSON COUNTY FLORIDAN	12/21/2017	55.00	NOTICE OF RULE DEVELOPMENT
5120	JOHNSON'S AUTO REPAIR, INC.	12/21/2017	38.27	OPEN PURCHASE ORDER FOR POOL V
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/21/2017	1,012.60	COPIER LEASE RENEWALS

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

5294	KRONOS, INCORPORATED	12/21/2017	10.50	TIMESHEET PROGRAM
3406	NEECE TRUCK TIRE CENTER INC.	12/21/2017	431.08	TIRES-SET OF FOUR, WMD2433-POO
1205	OFFICE DEPOT, INC.	12/21/2017	110.48	OFFICE SUPPLIES
4849	NICK PATRONIS	12/21/2017	81.88	GOVERNING BOARD MEETING
62	PENSACOLA NEWS-JOURNAL	12/21/2017	169.53	NOTICE OF RULE DEVELOPMENT
4081	POT-O-GOLD RENTALS, LLC	12/21/2017	373.80	PORTABLE TOILETS
4081	POT-O-GOLD RENTALS, LLC	12/21/2017	1,932.60	PORTABLE TOILETS
1180	PRIDE ENTERPRISES	12/21/2017	84.27	ENVELOPES
5251	RANDSTAD NORTH AMERICA, INC.	12/21/2017	699.88	STAFF AUG SERVICES
5500	RYAN REGA	12/21/2017	110.00	TRAVEL REIMBURSEMENT
5483	DALLAS QUADRICK RICHARDSON	12/21/2017	75.00	SECURITY FOR DECEMBER BOARD ME
3960	GEORGE ROBERTS	12/21/2017	81.88	GOVERNING BOARD MEETING
3213	SHI INTERNATIONAL CORP	12/21/2017	2,291.10	SYMANTEC AV RENEWAL
4720	SOUTHWOOD SHARED RESOURCE CENTER	12/21/2017	262.48	OFFSITE DATA STORAGE
4967	SAMUEL SPRING	12/21/2017	85.44	GOVERNING BOARD MEETING
4832	SUN LIFE FINANCIAL	12/21/2017	159.30	PREPAID DENTAL
4834	SUN LIFE FINANCIAL	12/21/2017	963.48	AD&D EMPLOYEE LIFE INSURANCE
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	12/21/2017	11,711.60	LAW ENFORCEMENT AND SECURITY
4038	WINDSTREAM COMMUNICATIONS	12/21/2017	48.72	800#S & EFO LONG DISTANCE

TOTAL CHECKS

121,201.20

4845	CALHOUN COUNTY SHERIFF'S OFFICE	12/22/2017	589.60	11-045 CALHOUN CO. LAW ENF. AG
4961	PETER FOLLAND	12/22/2017	90.00	TRAVEL REIMBURSEMENT
3337	FORESTECH CONSULTING	12/22/2017	1,251.00	SUPPORT AND HOSTING FOR LAND M
4607	MAIL FINANCE INC	12/22/2017	482.00	MAILING SYSTEMS FOR HQ, CRESTV
5489	CARLOS HERD	12/22/2017	1,334.25	MOVING EXPENSES REIMBURSEMENT
5504	ANDREW JOSLYN	12/22/2017	129.00	TRAVEL REIMBURSEMENT
1095	TYLER MACMILLAN	12/22/2017	135.00	TRAVEL REIMBURSEMENT
3823	KENNETH ANDREW ROACH	12/22/2017	90.00	TRAVEL REIMBURSEMENT
5442	LEONARD ZEILER	12/22/2017	135.00	TRAVEL REIMBURSEMENT

TOTAL ACH TRANSFER

4,235.85

TOTAL AP

125,437.05

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

DECEMBER 2017

DIRECT DEPOSIT	12/08/2017	\$	215,040.48
CHECKS	12/08/2017		2,001.61
FLEX SPENDING EFT	TF0015		1,355.11
DIRECT DEPOSIT	12/22/2017		213,047.08
CHECKS	12/22/2017		2,001.61
FLEX SPENDING EFT	TF0017		1,355.11
		\$	<u>434,801.00</u>

APPROVED:

Chairman or Executive Director

February 8, 2018

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director

FROM: Wendy Dugan, Director, Division of Administration

DATE: January 24, 2018

SUBJECT: Consideration of Renewal of Employee Health and Life Insurance

Recommendation

Staff recommends the Governing Board authorize the executive director to negotiate and select employee health and life insurance policies for the year beginning April 1, 2018, and ending March 31, 2019, that increase costs no more than 5 percent over the current rate.

Background

The District's current employee health coverage, a dual option plan with Capital Health Plan of Tallahassee (an HMO) and Florida Blue (a PPO) will expire on March 31. Insurance is scheduled to be renewed on an annual basis with the approval of the Governing Board.

In addition to health insurance, the District provides a \$25,000 life insurance policy for employees in authorized positions through Sun Life, Inc. The rates paid by the District for life insurance and accidental death and dismemberment (ADD) insurance are not expected to increase.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff

FROM: Carlos Herd, Director, Division of Resource Management

DATE: January 24, 2018

SUBJECT: Consideration of the 2018 Consolidated Annual Report

Recommendation

Staff recommends the Governing Board approve the [2018 Consolidated Annual Report](#), subject to Board approval of the Florida Forever Water Management District Work Plan.

Background

Section 373.036(7), Florida Statutes, directs the District to provide an annual report on the management of water resources. The Consolidated Annual Report fulfills this requirement and is due to the Governor, Senate President, House Speaker, DEP Secretary, chairs of legislative committees with fiscal jurisdiction over water management districts, and the governing boards of the 16 counties within the District, annually by March 1.

The report includes several independent reports required elsewhere in statute and one optional chapter, including:

1. Strategic Water Management Plan Annual Work Plan Report
2. Minimum Flows and Minimum Water Levels Priority List and Schedule
3. Annual Five-Year Capital Improvements Plan
4. Alternative Water Supplies Annual Report
5. FY 2017-2018 Five-Year Water Resource Development Work Plan
6. Florida Forever Water Management District Work Plan
7. Mitigation Donation Annual Report
8. Water Projects in the Five-Year Water Resource Development Work Plan
9. Surface Water Improvement and Management (SWIM) Program Annual Report (Optional)

Chapters 3 and 5 are linked to and consistent with the District's adopted budget. A draft Water Resource Development Work Plan is completed every year in October, 30 days after budget adoption. The final version included in the Consolidated Annual Report incorporates any changes requested by the Department of Environmental Protection and year-end expenditures from FY 2016-2017. Chapter 8 is a new requirement of SB 552 passed in 2016. Chapter 6 will be presented separately through a public hearing and is then incorporated into this report.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff
Carlos Herd, Director, Resource Management Division

FROM: Jerrick Saquibal, Chief, Bureau of Hydrology & Engineering

DATE: January 24, 2018

SUBJECT: Consideration of Joint Funding Agreement with the United States Geological Survey for the Acquisition of LiDAR Elevation Data

Recommendation

Staff recommends the Governing Board authorize the Executive Director to enter into a joint funding agreement with the United States Geological Survey for the acquisition of Light Detection and Ranging (LiDAR) elevation data, subject to legal counsel review.

Discussion

The District has participated in the acquisition of LiDAR since 2005, with the last acquisition occurring in Spring 2017. Currently, the District has \$458,350 of funding to obtain new high quality LiDAR data for the Pensacola Bay/Choctawhatchee River and Bay watersheds. The District, by working in partnership with the United States Geological Survey (USGS) and the United States Forestry Service (USFS), has the opportunity, at no additional cost, to extend the collection area to the Apalachicola River, Ochlockonee River and St. Marks River watersheds. The USFS will contribute \$120,640 and the USGS will contribute \$618,132 to this joint effort. In all, the total funding is approximately \$1.2 million (\$1,197,122) and will allow us to collect a total of 5,298 square miles of LiDAR data.

This new LiDAR elevation data will be higher quality and more accurate than the existing data collected in 2006-2007. Periodic updates to the LiDAR data are important to accurately map changes to the landscape from new roads and developments and other activities. The geographic area that will be flown through this partnership will include all of Franklin, Gadsden, Liberty, Jefferson and Wakulla counties and portions of Calhoun, Jackson, Okaloosa, Santa Rosa and Walton counties.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff
Lennie Zeiler, Director, Division of Asset Management

FROM: Tyler Macmillan, Chief, Bureau of Land Management Operations

DATE: January 24, 2018

SUBJECT: Consideration of Invitation to Bid 18B-004; 2018 Greenhead Road Sand Pine Timber Sale

Recommendation:

Staff recommends the Governing Board approve the bids submitted in response to Invitation to Bid 18B-004, and authorize the Executive Director to enter into an agreement for this timber sale with the high bidder, DeerPoint Timber Products, Inc. at the bid price of \$14.20 per ton for pine pulpwood.

Background:

On December 27, 2017, the District posted Invitation to Bid No. 18B-004 for the Econfina Creek Water Management Area 2018 Greenhead Road Sand Pine Timber Sale on the State’s Vendor Bid System and the District’s website. Notices were also sent to a number of companies that have previously expressed an interest in District timber sales.

This timber sale is estimated to result in a harvest of 14,892 tons of sand pine pulpwood timber product from 340 acres in Washington County within the Econfina Creek Water Management Area, as described below. This timber stand is also delineated on the attached general location map.

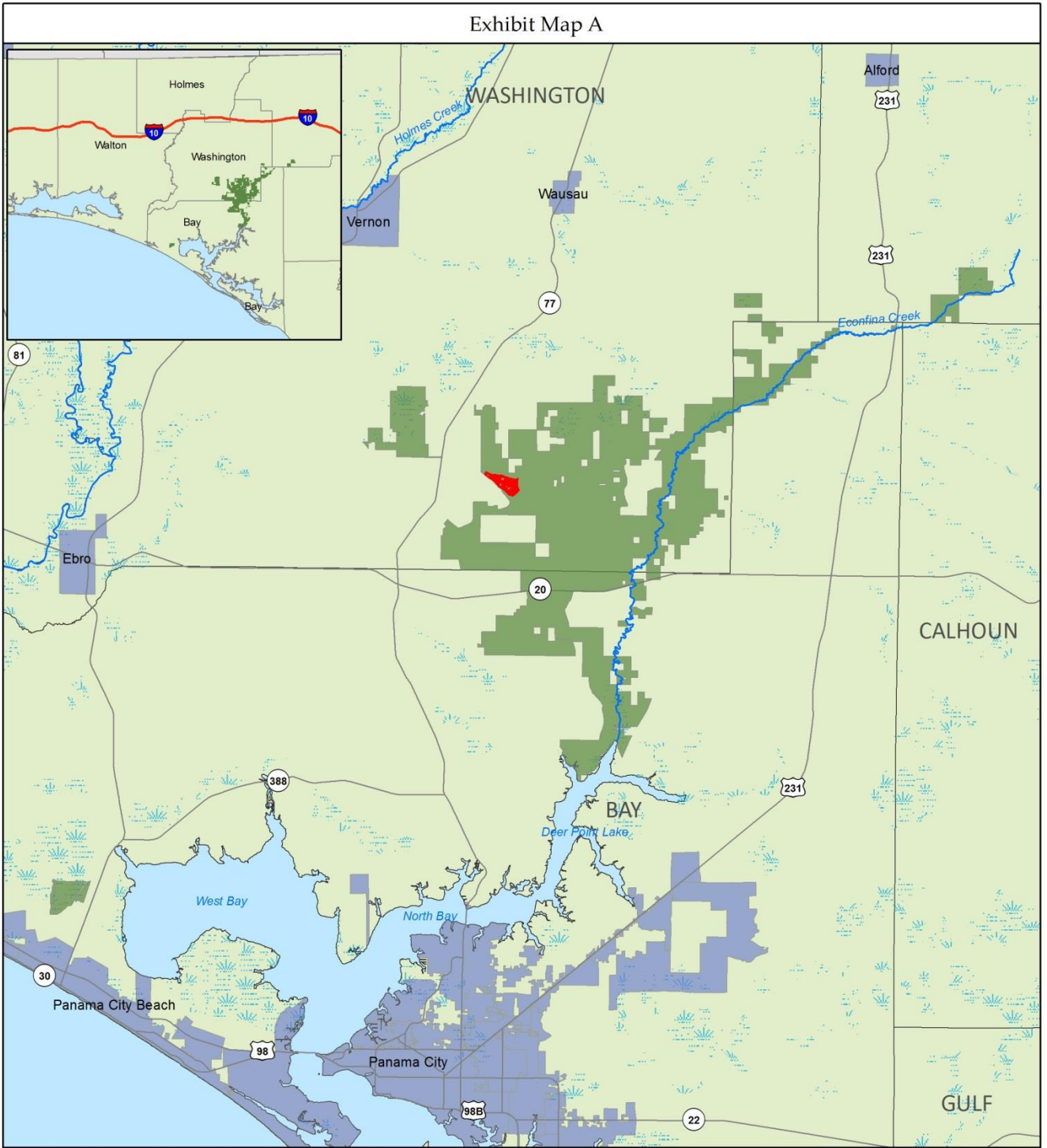
Stand No.	Stand Name/ Number	County	Acres	Sections	Township	Range
1	Greenhead Road (602148)	Washington	340	14, 15, 22 & 23	1 North	14 West

On January 16, 2018, at 2:30 p.m. EST, the District opened three sealed bids for the purchase of the sand pine pulpwood. The bids received are listed below.

Company	Per Ton Bid Amount Sand Pine Pulpwood
Sapp's Land & Excavating, Inc.	\$ 9.00
Cedar Creek Timber Company, Inc.	\$ 13.60
DeerPoint Timber Products, Inc.	\$ 14.20

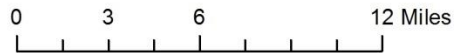
At the per-ton price bid by DeerPoint Timber Products, this timber sale is anticipated to generate approximately \$ 211,000.

Exhibit Map A



General Location Map
2018 Greenhead Road Sand Pine Timber Sale
Econfina Creek WMA
Washington County, Florida
340 Acres

-  Stands
-  District Lands



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Chief of Staff

FROM: Lennie Zeiler, Director
Division of Asset Management

DATE: January 23, 2018

SUBJECT: Consideration of Acceptance of the Appraisals and Approval of the Purchase and Sale Agreement for the Hodson Conservation Easement; Econfina Creek WMA

Recommendation:

Staff recommends the Governing Board accept the appraisals prepared by Carlton Appraisal Company and Bell, Griffith and Associates, Inc. and the review appraisal prepared by Brown Bevis Real Estate Appraisers, Inc. for the Hodson Conservation Easement in Bay County and authorize the Executive Director to execute the Purchase and Sale Agreement on behalf of the District with Larry L. and Carole A. Hodson as Trustees of the Family Hodson Family Trust dated September 11, 2014 for the acquisition of the Hodson Conservation Easement for \$572,336.40, subject to the terms and conditions of the Agreement, approval of the agreement by legal counsel and the Seller.

Background:

Staff obtained two separate appraisals and a review appraisal of those two appraisals for the Hodson properties. The appraisals were prepared by Carlton Appraisal Company and Bell, Griffith and Associates, Inc. and the review appraisal was prepared by Brown Bevis Real Estate Appraisers, Inc. All of the above named appraisers used for this appraisal assignment are on the Department of Environmental Protection's approved appraiser list. The review appraiser indicated the best supported valuation and this value set the ceiling on the purchase price offered to the Seller.

The Seller accepted staff's offer and staff proposes the acquisition, as outlined in the Purchase and Sale Agreement, of approximately 229.60 acres in Bay County from Larry L. Hodson and Carole A. Hodson, as Trustee of the Hodson Family Trust. The property is composed of three tracts (see attached map) located south of Highway 20 and west of Mashburn Road in Bay

County. The tracts combined have more than 7,000 linear feet of frontage along Econfina Creek with numerous small seepage springs.

The Hodson conservation easement is located within the Econfina Creek Groundwater Contribution Area. Acquisition of this conservation easement will protect the water resources of Econfina Creek and enhance the protection of Gainer Springs located just north of this property.

Purchase Price. The purchase price negotiated by staff for the conservation easement is \$572,336.40 or \$2,492.75 per acre. The purchase price does not include any closing costs.

The purchase of this conservation easement is funded with a legislative appropriation through a DEP Grant for spring's protection. Adequate funding is available in the FY 2017-18 budget for this acquisition.

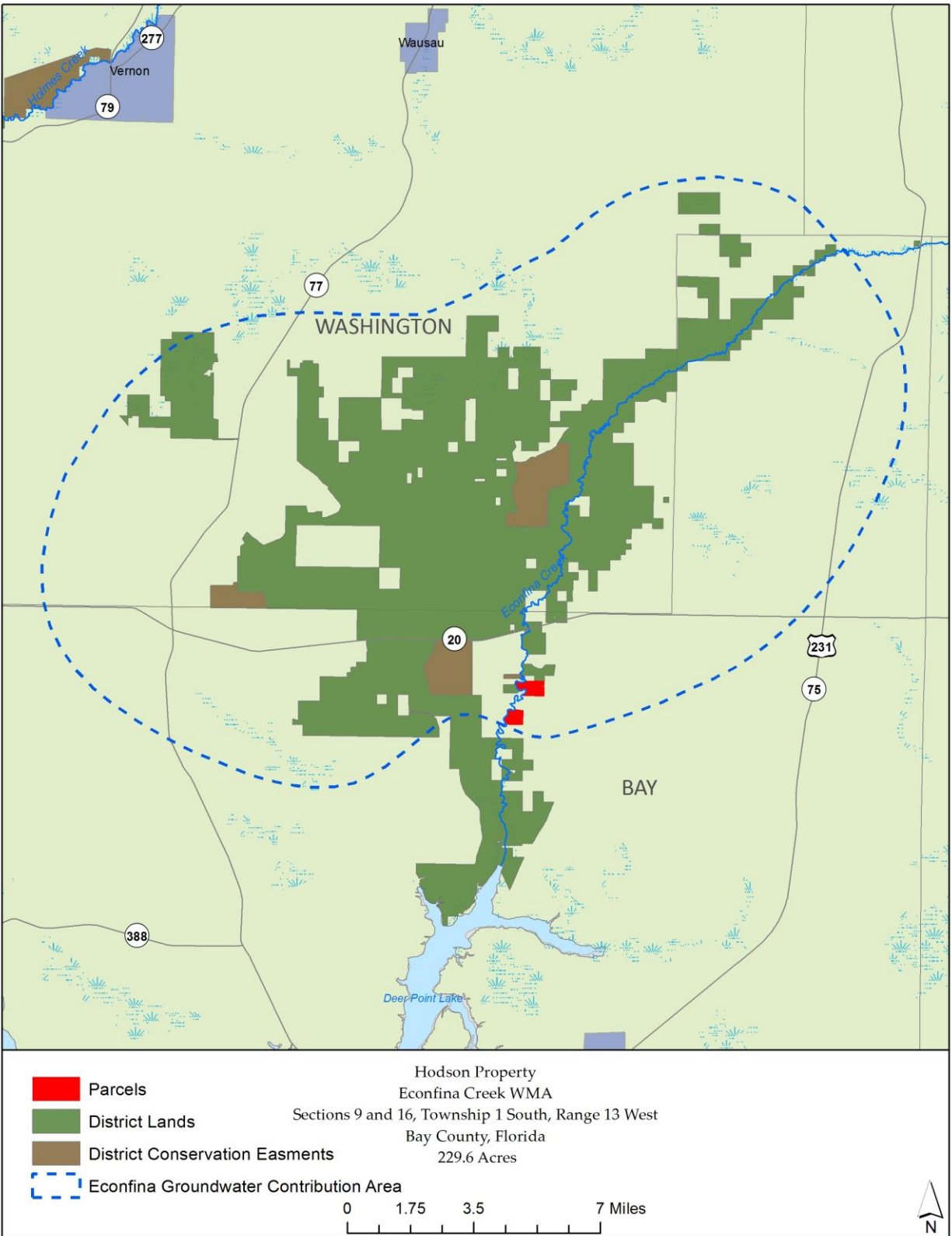
Appraisal/Review Appraisal. The District paid for the cost of the appraisals and review appraisal at a combined cost of \$10,698.

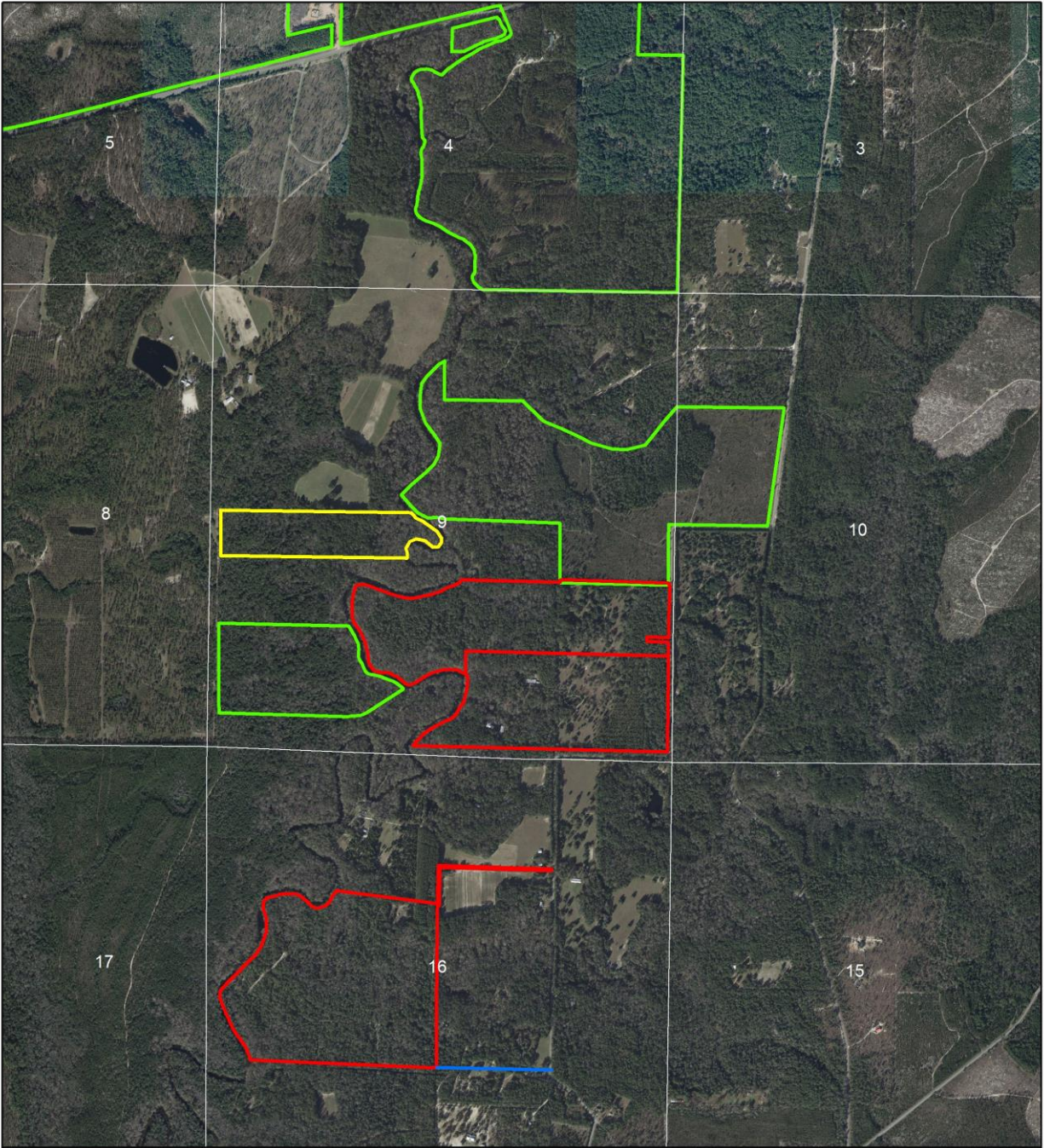
Boundary Map/Acreage Certification. The District will hire a surveyor to prepare a boundary map/acreage certification, delineate all deeded and easement access the Seller has and the ordinary high water line, not to exceed \$3,790.





Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$5,000.

Baseline Documentation Report. The District will pay for the baseline documentation report, not to exceed \$5,000.

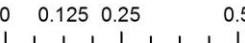
Title Insurance. The District will pay for the cost of the title exam and premium, not exceed \$3,750. The cost of document preparation and recording fees will be paid by the District and shall not exceed \$671.50. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.






	60 Ft. Ingress Egress Easement	<p>Hodson Parcels Econfina Creek WMA Sections 9 and 16, Township 1 South, Range 13 West Bay County, Florida 229.6 Acres</p>
	Hodson Parcels	
	District Lands	
	District Conservation Easement	

0 0.125 0.25 0.5 Miles





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____ day of _____, 2018, between **LARRY L. HODSON AND CAROLE A. HODSON AS TRUSTEES OF THE HODSON FAMILY TRUST DATED SEPTEMBER 11, 2014**, whose address is 14239 Mashburn Road, Youngstown, FL 32466, referred to herein as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

1. **Purchase and Sale/The Conservation Easement/The Property.** Seller agrees to sell and Purchaser agrees to purchase a perpetual conservation easement (the "Conservation Easement") through, across, upon and under that certain real property more particularly described in **Exhibit A** hereto (the "Property"), in accordance with the terms and provisions of this Agreement.

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a perpetual, enforceable conservation easement, as set forth in **Exhibit B**, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, and existing road rights of way. The conveyance will include legal access to the Property.

3. **Purchase Price.** The Purchase Price for the Conservation Easement on the Property (the "Purchase Price") will be Five Hundred Seventy-Two Thousand Three Hundred Thirty-Six and 40/100 Dollars (\$572,336.40).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$2,492.75 per acre ("Acre Price") for an estimated 229.6 acres. The Purchase Price shall be adjusted and the final adjusted purchase price (the "Adjusted Purchase Price") shall be obtained by multiplying the lower of the Acre Price or the District-approved acre value by the acreage shown on the boundary map and acreage certification to be obtained under the provisions of paragraph 6 of this Agreement. The Acre Price set forth above shall not decrease unless the Acre Price is in excess of the District-approved acre value. The Seller acknowledges that the District-approved acre value and the amount of acreage depicted on the boundary map and acreage certification may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the boundary map and acreage certification determine that the total acreage of the Property is more than 229.6 acres or less than 229.6, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$2,492.75 by the acreage shown on the final boundary map and acreage certification; provided, however, that the Adjusted Purchase Price shall not exceed the District-approved value regardless of the final acreage determination, and that the District-approved value is equal to or greater than the adjusted Purchase Price. Seller agrees to give Purchaser reasonable time (no more than 30 days after receipt of the final approved Boundary Map/Acreage Certification) to present any upward adjustment to its Governing Board for approval, if necessary.

5. **Title Insurance.** Purchaser will order a title examination and a commitment to insure title in the amount of the purchase price, and the cost of the examination and premium for which shall be borne by Purchaser. If Purchaser notifies Seller of any objections to title, then Seller shall cure all such objections on or before the date of Closing. To the extent such an objection consists of a lien or mortgage securing a monetary obligation which was created or suffered by Seller or any party claiming by, through or under Seller, Seller will be required to use the cash portion of the Purchase Price to cure any such objection. If such objections are not so cured, then Purchaser may terminate this Agreement without any further liability whatsoever. Seller will execute such instruments as will enable the title insurer to delete the standard exceptions from the title insurance commitment referring to (a) ad valorem taxes, (b) unrecorded construction liens, (c) unrecorded rights or claims of persons in possession, (d) survey matters, (e) unrecorded easements or claims of easements, and (f) the matters arising between the effective date of the commitment to insure title and the recording of the Seller's deed to Purchaser.

6. **Boundary Map/Acreage Certification.** Purchaser will obtain a current boundary map/acreage certification of the Property acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the boundary map/acreage certification, and such objections shall be treated in the same manner as an objection to title. The cost of the boundary map/acreage certification shall be borne by Purchaser.

7. **Environmental Matters.** Purchaser will order an environmental assessment to be certified to Purchaser, covering the Property. Purchaser shall have the right to object to any matters reflected on the environmental assessment, and such objections shall be treated in the same manner as an objection to title. In the event an estimate of the cost of clean-up of the hazardous materials made in good faith exceeds a sum equal to 5% of the purchase price, the Seller may elect to terminate this Agreement. If Seller notifies Purchaser that it elects not to cure any such objection on the basis of excessive clean up costs as herein defined, or if Seller fails to complete all necessary clean-up, removal or remediation within sixty (60) days after receipt of written notice of such objection, Purchaser will have the option either to (a) terminate this Agreement and neither party hereto will have any further rights or obligations hereunder, or (b) delete the portion of the Property as it may reasonably be determined to be subject to such contamination from the Property to be conveyed hereunder and the Purchase Price shall be adjusted for such reduction. The cost of the environmental assessment shall be borne by Purchaser.

For the purposes of this Agreement "hazardous materials" will mean any hazardous or toxic substance, material or waste of any kind or other substance which is regulated by any Environmental Laws. "Environmental Laws" will mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions, relating to environmental hazardous materials including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of

Environmental Protection, and the Northwest Florida Water Management District, now or at any time hereafter in effect.

Seller warrants and represents to Purchaser that to the best of Seller's knowledge and belief:

(a) No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.

(b) No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.

(c) The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

(d) There are no underground storage tanks on or about the Property and Seller has no knowledge of the presence of radon gas on the Property.

(e) There has not been, in respect to the Property (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.

(f) There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws, or would subject the owner of the Property to penalties, damages, or injunctive relief.

(g) Seller is not presently subject to any judgment, decree or citation relating to or arising out of the Environmental Laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws.

8. **Closing Documents.** The Closing will take place on or before May 31, 2018, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 11:00 a.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than May 31, 2018. The closing date may be extended by notice from Purchaser for objections to title, boundary map acreage certification, environmental audit, or any other documents required to be provided or completed and executed by Seller. Closing is subject to the availability of appropriations in the fiscal year of Closing.

Seller will be responsible for submitting, in a form substantially similar to that attached hereto as **Exhibit C**, a Title Possession and Lien Affidavit, and the Conservation Easement as set forth in **Exhibit B**. The cost of document preparation shall be borne by Purchaser.

9. **Baseline Documentation.** Purchaser will order a baseline documentation report covering the Property. A baseline documentation report provides a map of the property documenting the relevant features of the subject property and provides representation of the subject property which is intended to serve as an objective information baseline for monitoring compliance with the terms of the grant of the Conservation Easement attached as **Exhibit B**. Purchaser shall have the right to object to any matters reflected on the baseline documentation report. The baseline documentation report shall serve as an accurate representation of the physical, ecological and biological condition of the Property. The baseline documentation report will be placed and retained on file with the Purchaser as a public record and a copy will be provided to the Seller at closing. The cost of the baseline documentation report shall be borne by Purchaser.

10. **Expenses/Taxes and Assessments.** Seller will pay documentary revenue stamp taxes associated with the conveyance of the Conservation Easement and the cost of recording all curative instruments and subordinations. The cost of recording the Conservation Easement shall be borne by Purchaser. Each party shall bear their own attorney fees. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of the Seller.

11. **Risk of Loss.** Seller assumes all risk of loss or damage to the Property prior to the date of Closing, and warrants that the Property will be transferred and conveyed to Purchaser in the same or substantially the same condition as it existed on November 9, 2017, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

Seller agrees to clean-up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the reasonable satisfaction of Purchaser prior to the Closing.

12. **Seller's Representations, Warranties, Covenants and Agreements.** Seller represents, with the intent to induce Purchaser to enter into this Agreement and to purchase the Conservation Easement, and with the understanding that Purchaser is relying upon the accuracy of such representations and that this Agreement is contingent upon and subject to the truth and accuracy of such representations and the full and complete satisfaction of such covenants and agreements, failing which Purchaser shall have the option of terminating this Agreement, that:

(a) As of the Closing, Seller shall have good and marketable title in fee simple to the Property, free and clear of all liens, leases and encumbrances, and free and clear of all restrictions, rights-of-way, easements, encroachments, exceptions and other matters affecting title except for those shown on the title commitment procured by Purchaser.

(b) No person, firm or entity, other than Purchaser, has any rights in, or right or option to acquire, the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Purchaser's prior written consent, lease, transfer,

mortgage, pledge or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any such rights with respect to the Property or any part thereof.

(c) There are no parties in possession of any portion of the Property as lessees except for a hunting lease, tenants at sufferance, trespassers or otherwise and there are no liens, leases, subleases, surface or subsurface use agreements, or items or encumbrances affecting the Property that will not be removed prior to Closing.

(d) There has been no material or labor furnished for the Property for which payment has not been made and there are no mechanic's or materialman's liens or claims filed against the Property, and Seller has received no notices of any claims of non-payment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to the Property. Seller shall indemnify and hold Purchaser and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to periods of time prior to the Closing.

(e) There are no paving liens or assessments presently on or affecting the Property nor to the best of Seller's knowledge and belief are any such liens or assessments contemplated after Closing, and Seller shall be responsible for and hold Purchaser harmless from all such currently existing obligations and all such contemplated obligations of which Seller is aware.

(f) There are no oil and gas exploration operations affecting the Property and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof, nor to the best knowledge and belief of Seller are any such operations or other matters contemplated by any person or entity whatsoever. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, and to the best knowledge and belief of Seller, there are no such assessments or proceedings contemplated by any governmental authority.

(g) There are no taxes, assessments or levies of any type whatsoever that can be imposed upon and collected from the Property arising out of or in connection with the ownership and operation of the Property, or any public improvements in the general vicinity of the Property except for ad valorem taxes on the Property for the calendar year in which the Closing occurs.

(h) There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are not such actions, suits, claims, litigation or proceedings contemplated. Seller agrees to indemnify and hold Purchaser harmless from and against any and all debts, expenses, claims, demands, judgments and/or settlements arising

therefrom and to prevent the filing of any liens, lis pendens, or other encumbrances against the Property as a result thereof. In the event such liens or encumbrances are so filed, Seller shall cause the same to be canceled or discharged of record by bond or otherwise within five (5) days after written notice from Purchaser.

(i) No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof. The provisions of the Section shall not apply to any regular or nondiscriminatory local real estate or school taxes assessed against the Property.

(j) Seller shall take all actions reasonably required by the title insurer in order to consummate the transaction herein described.

(k) Seller is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to enter into and perform this Agreement. The execution of this Agreement, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of Seller hereunder and under any and all other agreements and instruments herein mentioned to which Seller is a party have been duly authorized by requisite action and are enforceable against Seller in accordance with their respective terms. The individuals executing this Agreement on behalf of Seller are authorized to act for and on behalf of and to bind Seller in connection with this Agreement.

(l) The Property is substantially in the same condition as existed on November 9, 2017. Since November 9, 2017, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees thereon, by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

(m) All harvesting and timbering agreements affecting the Property have been effectively terminated by Seller and no party, other than Seller, has any right to conduct timbering operations on the Property or any right, title or interest in and to any timber located on the Property.

(n) From the Effective Date through the Closing, Seller shall promptly notify Purchaser of any material change, of which Seller has knowledge, with respect to the Property or any information heretofore or hereafter furnished to Purchaser with respect to the Property, including specifically, but without limitation, any such change which would make any portion of this Agreement, including, without limitation, the representations, warranties, covenants and agreements contained in this Section untrue or materially misleading; and

(o) Seller is not a “foreign person” as that term is defined in Section 1445-F of the Internal Revenue Code.

13. **Inspection/Possession.** Seller agrees that after the date of this Agreement, employees and agents of Purchaser and Consultants shall have the right, upon reasonable prior notice to Seller, to enter the Property for all lawful purposes permitted under this Agreement. This right will end upon Closing or upon termination of this Agreement. On or before fifteen (15) days from the Effective Date hereof, Seller shall deliver to Purchaser copies of all materials relating to the Property in the possession of Seller or its agent or attorneys or which are reasonably accessible to any of such parties, including without limitation all aerial photographs, maps, charts, existing surveys, timber cruises, previous deeds, leases, reports, timber type maps, timber inventories, soil maps, and other papers relating to the Property.

14. **Assignment.** This Agreement may not be assigned by Seller without prior written consent of the Purchaser. This Agreement is assignable by Purchaser.

15. **Successors in Interest/References.** Upon Seller’s execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon approval of this Agreement by the Governing Board of Purchaser, Purchaser and its successors and assigns will also be bound by it.

Whenever used in this Agreement the singular shall include the plural, and one gender shall include all genders.

16. **Time.** Time is of the essence with regard to all dates and times set forth in this Agreement.

17. **Severability.** In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of the Agreement shall not be affected.

18. **Waiver.** Any failure by Purchaser to insist upon strict performance of any provision, covenant or condition of the Agreement by the other party hereto, or to exercise any right contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such provision, covenant, condition or right; and such provision, covenant, condition or right shall remain in full force and effect.

19. **Effective Date.** This Agreement, and any modification or amendment thereof, will be effective upon execution by the Purchaser's Governing Board.

20. **Addendum/Exhibits.** Any addendum attached to this Agreement that is signed by all the parties will be deemed to be a part of this Agreement. All Exhibits attached to this Agreement and referenced in this Agreement will be considered part of this Agreement.

21. **Notices to Parties.** Whenever either party desires or is required to give notice to the other party it must be given in writing, and either delivered personally, or by mail, facsimile transmission or overnight courier to the address of that party set forth below, or to such other address as is designated in writing by a party to this Agreement:

SELLER: Larry L. Hodson and Carole A. Hodson as Trustees of the Hodson Family Trust dated September 11, 2014
14239 Mashburn Road
Youngstown, FL 32466

PURCHASER: Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333
ATTN: Mr. Lennie Zeiler, Director of the Division of Asset Management

Seller's representative in matters relating to this Agreement will be Lennie Zeiler. Purchaser's representative in matters relating to this Agreement will be the Division of Asset Management, a division of Purchaser. The effective date of any notice will be the date delivered personally, the date of mailing, facsimile transmission, or placement with an overnight courier, as the case may be.

22. **Survival.** All of the warranties, representations, indemnities, and obligations of Seller set forth in this Agreement as well as any rights and benefits of the parties contained herein will survive the Closing and delivery of the deed and other documents called for in this Agreement, and shall not be merged therein.

23. **Conditions.** Purchaser's obligation to perform this Agreement by consummating the purchase herein provided for (regardless of when Closing occurs) is expressly made contingent and conditioned upon the following:

(a) No condemnation proceedings or any other matters which might have an adverse effect on the value of the Property shall be pending or threatened against the Property at the Closing;

(b) Purchaser shall have received and approved the Boundary Map/Acreage Certification, Title Commitment and Environmental Assessment provided for herein;

(c) All of the representations and warranties contained in Sections 6 and 10 hereof shall be true and accurate as of the Closing and all covenants contained in said Sections 6 and 10 shall have been performed as of the Closing.

(d) There shall be no litigation pending or threatened, seeking to recover title to the Property, or any part thereof or any interest therein, or seeking to enjoin the violation of any law, rules, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property as of the Closing;

(e) The Property, or any portion thereof, shall not have been and shall not be threatened to be adversely affected in any way as a result of explosion, earthquake, disaster, accident, any action by the United States government or any other governmental authority, flood, embargo, riot, civil disturbance, uprising, activity of armed forces, or act of God or public enemy;

(f) Any and all currently existing liens and/or security interests affecting the Property or any portion thereof shall be fully paid and released at or prior to the Closing;

(g) This Agreement is approved by the Governing Board of Purchaser;

(h) Purchaser has confirmed that the Purchase Price is not in excess of the Purchaser-approved appraised value of the Property;

(i) Purchaser has approved an appraisal review as to such appraisal;

(j) Funds for purchase are available from the Florida Department of Environmental Protection;

(k) The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has committed not to assert a claim as to any sovereign lands or potentially sovereign lands associated with the Property.

(l) The **Purchaser** may terminate this Agreement at any time prior to Closing.

In the event that any one of the foregoing is outstanding or unsatisfied as of the Closing, then Purchaser shall have the right to terminate this Agreement, and neither party shall have any further obligations or liabilities hereunder; or Purchaser may waive any of such requirements and complete the purchase as herein provided.

24. **Timber Inventory.** Upon execution of this Agreement a timber inventory may be contracted for and initiated by Purchaser. Purchaser shall have the right to object to any matters reflected in the timber inventory, and such objection shall be treated in the same manner as an objection to title.

25. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties pertaining to its subject matter, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No

supplement, modification or amendment to this Agreement will be binding unless executed in writing by the parties.

26. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until February 8, 2018.

27. **Subordination.** If at the time of conveyance of the Conservation Easement provided for in this Agreement, the Property is subject to a mortgage or other liens and encumbrances, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Conservation Easement, to subordinate its rights in the Property to the Conservation Easement to the extent necessary to permit the Purchaser to enforce the purpose of the Conservation Easement in perpetuity and to prevent any modification or extinguishment of the Conservation Easement by the exercise of any superior rights of the holder.

{SIGNATURES ON FOLLOWING PAGE}

THIS AGREEMENT is hereby executed and entered into by Seller and Purchaser, as of the Effective Date.

LARRY L. HODSON AND CAROLE AS TRUSTEES OF THE HODSON FAMILY TRUST DATED SEPTEMBER 11, 2014

SELLER:

**LARRY L. HODSON AND
CAROLE A. HODSON AS
TRUSTEES OF THE HODSON
FAMILY TRUST DATED
SEPTEMBER 11, 2014**

By: _____
Larry L. Hodson, Trustee
Date: _____

By: _____
Carole A. Hodson, Trustee
Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
George Roberts, Chair
Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF CONSERVATION EASEMENT

PARCEL #05019-000-000

Commence at the Southeast corner of Section 9, Township 1 South, Range 13 West, Bay County, Florida. Thence North 1° 04' 29" West along the East line of said Section 9 for 1,150 feet; thence North 89° 41' 23" West for 2,400.53 feet to a concrete monument for the Point of Beginning. Thence South 89° 41' 23" East for 2,400.53 feet to the East line of said Section 9; thence North 1°, 04' 29" West along said East line of Section 9 for 172.51 feet to the Southeast corner of the "Cemetery Plat"; thence North 88° 40' 46" West for 234.46 feet to the Southwest corner of said "Cemetery Plat"; thence North 1° 04' 29" West for 52 feet to the Northwest corner of said "Cemetery Plat"; thence South 88° 40' 46" East for 234.46 feet to the Northeast corner of said "Cemetery Plat"; thence North 1° 04' 29" West along said East line of Section 9 for 609.21 feet to the Northeast corner of the South half of the Northeast Quarter of the Southeast Quarter of said Section 9; thence North 89° 36' 58" West along the North line of said South half of the Northeast Quarter of the Southeast Quarter for 1,319.86 feet to a concrete monument; thence South 1° 00' 13" East for 28.35 feet to a concrete monument; thence South 9° 09' 27" West for 1,126.44 feet more to the edge of Econfina Creek; thence Westerly, Southerly and Easterly along said creek to a point on a line that bears South 1° 04' 29" East from the Point of Beginning. Thence North 1° 04' 29" West for 227.22 feet more or less to the Point of Beginning.

PARCEL# 05019-030-000

Commence at the Southeast Corner of Section 9, Township 1 South, Range 13, West, Bay County, Florida, and extend a line North 89° 41' 23" West along the South boundary line of said Section 9 for 2,938.07 feet to a concrete monument; thence continue North 89° 41' 23" West along the South boundary line of said Section 9 for 21.75 feet to a point on the Eastern edge of Econfina Creek; thence North 32° 46' 59" East along said Eastern edge of Econfina Creek for 67.84 feet; thence north 50° 37' 57" East for 116.23 feet; thence North 41° 02' 08" East for 121.15 feet; thence North 47° 47' 12" East for 129.61 feet; thence North 67° 40' 15" East for 151.95 feet; thence North 52° 18' 54" East for 139.05 feet; thence North 29° 27' 11" East for 92.44 feet; thence North 09° 11' 14" East for 142.95 feet; thence North 06° 17' 28" West for 139.46 feet; thence North 32° 26' 37" West for 118.59 feet; thence leaving said Eastern edge of Econfina Creek on a bearing of North 01° 04' 29" West for 21.32 feet to a concrete monument; thence continue North 01° 04' 29" West for 213.22 feet to a concrete monument; thence South 89° 41' 23" East for 2,400.53 feet to a point on the Eastern boundary line of the aforesaid Section 9; thence South 01° 04' 29" East along said Eastern boundary line for 1,150.00 feet to the Point of Beginning, EXCEPTING therefrom the right of way of the County Road along the South and East boundary.

PARCEL #05063-020-000

PARCEL II: Commence at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 16, Township 1 South, Range 13 West, Bay County, Florida; thence 50° 35'

27 feet along the East line of said Southeast Quarter of the Southwest Quarter for 438 feet to the Point of Beginning; thence North $82^{\circ} 01' 31''$ West along a line 8° Northerly of a parallel line with the South line of said Southeast Quarter of the Northwest Quarter for 191 feet more or less to the edge of Econfina Creek; thence Southerly along said Creek to a point on a line 990 feet South of the North line of the Southwest Quarter of said Section 16; thence North $64^{\circ} 58' 29''$ East parallel with said North line of the Southwest Quarter for 2,122 feet, more or less, to the East line of said Southwest Quarter; thence North $0^{\circ} 35' 27''$ West along the East line of said Southwest Quarter and the East line of said Southeast Quarter of the Northwest Quarter for 1,886.45 feet to the Point of Beginning. Less and except one-half of all oil, gas and mineral rights previously reserved and the right to mine and drill, therefore.

PARCEL IV: Begin at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 16, Township 1 South, Range 13 West, Bay County, Florida; thence West along the North line of said Southwest Quarter of the Northeast Quarter for 1,320 feet, more or less, to the Northwest corner of said Southwest Quarter of the Northeast Quarter; thence South along the West line of said Southwest Quarter of the Northeast Quarter for 458.00 feet; thence East parallel with the North line of said Southwest Quarter of the Northeast Quarter for 20.00 feet; thence North parallel with the East line of said Southwest Quarter of the Northeast Quarter for 438.00 feet; thence East parallel with the North line of said Southwest Quarter of the Northeast Quarter for 1,300 feet; more or less, to the East line of said Southwest Quarter of the Northeast Quarter; thence North along said East line for 20.00 feet to the Point of Beginning.

EXHIBIT B

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made and entered into this ___ day of _____, 2018, by and between Larry L. Hodson and Carole A. Hodson, as Trustees of the Hodson Family Trust dated September 11, 2014, having a mailing address of 14239 Mashburn Road, Youngstown, Florida, 32466, (hereinafter referred to as **Grantor**) and **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 81 Water Management Drive, Havana, Florida, 32333-9700 (hereinafter referred to as **Grantee**).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property lying and being situated in Bay County, Florida, more specifically described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter referred to as the “Property”); and,

WHEREAS, the parties recognize the special characteristics of the Property and the parties have a common purpose of conserving and protecting in perpetuity the natural and hydrological integrity of the Property, including the Property’s natural features and water resource benefits, especially its contribution to protecting and enhancing the quality and quantity of water that flows from seepage springs within the boundaries of the Groundwater Contribution Zone for Econfina Creek, while preserving the remainder of the Property as productive forest land that sustains the long-term economic and conservation values of the Property,

WHEREAS, Grantor agrees to convey to Grantee a Perpetual Conservation Easement (hereinafter referred to as the “Easement”) on, over and across the Property which conserves the value of the Property;

NOW, THEREFORE, Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever an Easement pursuant to Section 704.06, Florida Statutes, on, over, upon and across the Property of the nature, character, and extent hereinafter set forth:

- 1. PURPOSE.** The purpose of this Easement is to conserve and protect in perpetuity the natural and hydrological integrity of the Property, including the Property’s natural features and water resource benefits, especially its contribution to protecting and enhancing the quality and quantity of water that flows from Gainer Spring.

2. **RIGHTS RESERVED TO GRANTOR.** Grantor reserves in perpetuity, for itself and its heirs, successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below):

A. **Fee Simple Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title in the Property. Further, Grantor retains and reserves all rights of, in, and to the Property not expressly prohibited to Grantor in this Easement or expressly conveyed to Grantee in this Easement and consistent with the purposes of this Easement.

B. **Sale or Transfer of Interest.** Subject to Section 18 hereof, Grantor retains the right to sell, rent, lease or mortgage the Property with prior written notification to Grantee and Grantor shall provide Grantee with a copy of the recorded instrument of conveyance. Grantor may mortgage its interest in the Property so long as the mortgage is to a regularly established lending institution and in the event that the land is foreclosed, the subsequent owner shall be bound by the terms of this Easement.

C. **Subdivision.** Grantor shall have the right to subdivide the Property as follows: (i) the 101-acre tract may be divided once into two parcels, (ii) the 75-acre tract may be divided once into two parcels, and (iii) the 66-acre tract may be divided once into two parcels.

D. **Residential Use.** Six residences, together with supporting buildings and amenities for each, may be constructed on the Property. The residence sites are exempt from the prohibited uses recited herein to the extent that the prohibited uses conflict with the residential uses. Construction of new residences shall not exceed the Total Impervious Surface Amount.

In addition, Grantor is allowed to maintain and repair the existing structures whose location is depicted on Exhibit "B" and, in the event said structure is destroyed, Grantor may construct or expand the existing structure whose location is depicted on Exhibit "B" as long as the Total Impervious Surface Amount is not exceeded.

E. **Hunting.** The Grantor retains the right to observe, maintain, photograph, hunt, remove, and harvest wildlife of the Property so long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and so long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions.

In addition, Grantor retains the right to install 10 portable hunting stands on the Property. As long as hunting stands are portable and not a permanent fixture built on the Property, the stands shall not count toward the Total Impervious Surface Amount.

F. **Hunting Lease.** Grantor retains the right to lease all or part of the Property for hunting, so long as the Property is maintained in a manner consistent with this Easement. The lessee must agree to be bound by the terms of this Easement and the lease must explicitly reference the terms of this Easement.

G. **Forestry Operations/Silviculture in Upland Areas of Property.** Forestry ("Silviculture") management and operations are permitted but shall only be conducted on the

upland portion of the Property as shown on Exhibit “B” and designated as land cover codes _____. The Grantor may not convert this acreage to a more intensive use than conventional forestry activities would allow. If pesticides or herbicides are used in forestry practices, follow the measures in Florida’s Silviculture Best Management Practices Manual and adhere strictly to label restrictions.

Grantor shall provide Grantee a GIS shape file, or at a minimum, a web-based aerial photograph map delineating the boundaries of any timber harvest once the harvest is completed. Timber harvest includes any thinning or clear-cut conducted within the pine plantation or uplands areas on the Property. Unless otherwise defined herein, all silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2008 Edition or such later edition as may then be in effect.

H. Roads, Ditches, and Improvements. Anything herein to the contrary notwithstanding, Grantor retains the right to repair and maintain existing roads, repair bridges, culverts, and drainage structures or other structures that exist on the Property as of the date hereof so long as the character of the improvements is not substantially changed. Grantor shall also have the right to install and construct new roads composed of impervious surface as long as the Total Impervious Surface Acreage (defined below) is not exceeded.

Furthermore, Grantor retains the right to develop and install a series of unimproved, forest management roads and firelines necessary for the safe and efficient management of its uplands. Typical unimproved road construction and fireline installation and maintenance may include disking, plowing, grading, excavating and the limited application of clay, gravel, limerock, shell or other like material as needed in problem areas. Grantor shall submit an unimproved forest management road and fireline plan to Grantee. Such plan shall be submitted for review and approval to Grantee before undertaking any activities. Grantee will consider and not deny any reasonable request.

I. Fencing. Grantor retains the right to repair existing fence and install fencing along the perimeter of the Property or, if subdivided, around the perimeter of each subdivided parcel. Fencing shall avoid wetland areas and Grantor shall agree to provide to Grantee for review and approval a map or drawing delineating the location of the proposed fencing prior to construction. Grantee will consider and not deny any reasonable request.

J. Signs. Signs that prohibit hunting or trespassing and signs marketing or identifying the property are allowed. Grantee will consider and not deny any reasonable request for construction of additional signs.

K. Access. Grantor retains the right to control access, including fences and gates to the Property. Grantor will furnish Grantee keys and information needed to gain access through locked gates. This Easement does not convey any rights to the public for physical access to the Property.

L. **Wildlife Food Plots.** Grantor retains the right to develop a maximum total of seven acres of the Property into wildlife food plots in accordance with Florida Fish and Wildlife Conservation Commission (FWC) guidelines.

M. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and quiet use and enjoyment.

N. **Prescribed Burning.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

O. **Trails.** Grantor retains the right to maintain existing trails in the upland portion of the property. In addition, Grantor retains the right to build new trails in the upland portion of the property.

P. **Livestock and Native Game.** Grantor may engage in the raising of livestock and native game on the Property in accordance with current Florida Department of Agriculture and Consumer Services Best Management Practices and in accordance with the following:

- 1) Implement a nutrient management plan that includes use of the Institute of Florida Agricultural Science's (IFAS) low nitrogen fertilization recommendations.
- 2) Enroll in the Florida Department of Agriculture Best Management Practices (BMP) program for all applicable operations and follow the most current version(s) of the BMP manuals.
- 3) Maintain a stocking rate not to exceed 700 lbs. of animal per acre. This equates to roughly one cow/calf pair per every two acres or five game animals per acre.

Q. **Mowing and Mulching.** Grantor may engage in mowing and mulching activities in the upland portion of the property or in those areas designated specifically on Exhibit "B" attached to this Conservation Easement and documented in the Baseline Documentation Report.

R. **Skeet Range.** Grantor retains the right to maintain an existing skeet range for non-commercial use in its current location as delineated on Exhibit "B" attached hereto on one-acre of the Property and shoot skeet using biodegradable or ecofriendly targets. Grantor shall not utilize the skeet range as a commercial business or for profit.

S. **Existing Ponds.** Grantor retains the right to maintain and repair the two existing ponds, within the current footprint and size as delineated on Exhibit "B", located on the Property. Grantor is not relieved from complying with any applicable local government, state, or federal law, rule or ordinance.

3. **RIGHTS GRANTED TO GRANTEE.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

- A. The right to protect and preserve the conservation values of the Property.

B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred on the Property from other property.

C. The right of ingress and egress to the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. The right to prevent any activity on or use of the Property that is inconsistent with the conservation purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost. Timely communication shall be required by Grantor with Grantee to minimize potential inconsistent activities occurring and facilitate widest possible use of the property consistent with the purposes of this Easement.

E. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.

F. The right to limit the total amount of impervious surface allowed on the Property, which is hereby expressly limited to nine (9) acres (the "Total Impervious Surface Acreage").

4. PROHIBITED ACTIVITIES AND USES. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted:

A. **Construction.** Construction except as allowed in the Rights Reserved to Grantor provision of this Easement.

B. **Construction of Roads.** The construction of new roads, and the improvement by hard surfacing or building up or expanding the number of lanes of existing roads, except as allowed in the Rights Reserved to Grantor provision of this Easement.

C. **Conversion of, Wetland, Water Retention Areas and Karst Features.** Conversion of areas identified in the Baseline Documentation Report as wetlands, and water retention areas and karst depressions or other features connected to spring conduits, to other land uses or more improved uses.

D. **Waters, Hydrology and Drainage.** Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement.

E. **Dumping.** Dumping or placement on the Property of any soil, trash, solid or liquid waste (including sludge and biowaste), or offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants . This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities.

F. **Exotic Plants.** Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event Grantor fails to adequately manage, control and prevent the spread of nuisance exotics or non-native plants on the Property after timely notification by Grantee, Grantee may, at its discretion, undertake and conduct management and control efforts to prevent the spread of nuisance exotics or non-native plants on the Property on behalf of Grantor and Grantor shall be liable for reimbursing Grantee for such management and control expenditures.

G. **Exotic Animals.** Placement on the Property of any type of exotic animal or an animal that is not native to Florida without the prior written permission of Grantee. Such requests will be considered in consultation with the FWC.

H. **Archaeological Sites.** Activities or uses of the Property detrimental to the preservation of the structural integrity or physical appearance of sites on the Property of architectural, archaeological, cultural or historical significance, unless authorized or approved by the appropriate governmental officials having jurisdiction.

I. **Minerals Removal.** Excavation of any kind, including but not limited to, exploration for or dredging, extraction or removal of oil or gas, minerals, peat, muck, limestone, sand, loam, gravel, rock, dirt, soil or other material, as to affect the surface of the Property except as allowed in the Rights Reserved to Grantor provisions of this Easement.

J. **Cutting Timber in Wetland Areas.** Cutting or removing existing timber in the wetland areas and conversion of said wetlands. Grantee shall have complete timber rights in the wetland areas, cypress wetlands, hydric hammock, mixed bottom land hardwoods or other isolated wetland forests as shown on Exhibit "B".

In the areas that Grantor may not cut or remove timber, in the event the timber is damaged by natural disaster, fire, infestation or the like, Grantee may, at its sole discretion, enter upon the Property to cut and remove such damaged timber to protect the remaining timber. In such event, the Grantee shall restore and reforest the area from

which such timber is removed. All costs for cutting and removal and restoration and reforestation shall be at the expense of the Grantee and the Grantee shall be entitled to the proceeds from the sale of the timber so cut and removed, if any.

K. **Improved Pasture.** Conversion of the Property to improved pasture greater than 20 percent of the Property.

L. **Cattle or Other Livestock.** Conduct any type of cattle or other livestock production except as allowed in the Rights Reserved to Grantor provision of this Easement.

M. **Mowing and Mulching.** Conduct mowing and mulching activities on the Property except as allowed in the Rights Reserved to Grantor provision of this Easement.

N. **Pesticides, Herbicides and Fertilizers.** Chemicals used by Grantor, including fertilizers, pesticides and herbicides, shall only be applied in such amounts and with such frequency of application that constitute the minimum necessary to perform noxious weed control, habitat enhancement and restoration; provided, that, such chemicals shall be applied by non-aerial means on the Property. The use of such chemicals shall be in compliance with the manufacturer's label instructions and all applicable local, state and federal laws, rules regulations, and guidelines and conducted in such a manner as to minimize adverse environmental effects on the Property. Grantor shall obtain prior authorization from the Grantee to use any pesticide, herbicide or fertilizer on the Property. Grantee will approve any reasonable request. All such applications shall further be subject to any applicable permitting requirements, and shall be in accordance with the current Florida Department of Agriculture and Consumer Services Best Management Practices (BMP's). Activities of this kind shall not occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits.

5. **BASELINE DOCUMENTATION.** A map of the Property documenting the relevant features of the Property dated _____, is attached hereto as Exhibit "B" and provides a representation of the Property which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation, which is determined by the Grantee, shall serve as an accurate representation of the physical, ecological and biological condition of the Property at the time of this grant, against which compliance with this Easement will be based. The Baseline Documentation will be placed and retained on file with Grantee as a public record, and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall utilize the Baseline Documentation to resolve such controversy.

6. **DURATION OF EASEMENT.** This Easement shall be perpetual and shall be to the Grantee and its successors and assigns forever. Grantee shall be permitted to transfer its interest herein to any other governmental body or agency whose purposes include conservation of land or water areas, or the preservation of sites or properties. Grantee agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes

which this Easement was originally intended to advance, set forth in the recitals herein. The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its agents, representatives, heirs, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.

7. **GRANTOR WARRANTY.** Grantor hereby warrants that Grantor is fully vested with fee simple title to the Property and will warrant and defend Grantee's interest in the same created by this Easement against the lawful claims of all persons.
8. **MODIFICATION.** The Easement as herein defined may be modified by mutual written, signed modification agreement by and between the Grantor and the Grantee and their respective successors, assigns or their respective designees, which agreements may not violate the terms of Section 704.06 Florida Statutes (2016) as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Property is located.
9. **NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Larry L. Hodson, Trustee
 14239 Mashburn Road
 Youngstown, Florida 32466

To the Grantee: Northwest Florida Water Management District
 Director, Division of Asset Management
 81 Water Management Drive
 Havana, Florida 32333

With a copy to: J. Breck Brannen, Esq.
 Pennington, P.A.
 215 South Monroe Street, 2nd Floor
 Tallahassee, Florida 32301

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within three days from the date of mailing, if delivered by registered or certified mail.

10. **CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the naturally and hydrologically significant character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.

- 11. PRE-SUIT MEDIATION.** From time to time the terms and conditions of this Easement will require the parties to reach agreement on certain plans and courses of action described and contemplated herein. The parties agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, the parties fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee shall submit such issue to pre-suit mediation as set forth below.

Prior to instituting any action or suit in any court of any jurisdiction, any dispute relating to the terms and provisions of this Easement shall first be the subject of a demand for pre-suit mediation served by the aggrieved party. Pre-suit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. A judge may not consider any information or evidence arising from the pre-suit mediation proceeding except in a proceeding to impose sanctions for failure to attend a pre-suit mediation session or to enforce a mediated settlement agreement. Persons who are not parties to the dispute may not attend the pre-suit mediation conference without the consent of all parties, except for counsel for the parties and corporate representatives designated by the parties.

Service of the demand to participate in pre-suit mediation shall be effected by sending a letter by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address of the responding party as set forth herein. The responding party has 20 days from the date of the mailing of the demand to serve a response to the aggrieved party in writing. The response shall be served by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address shown on the demand.

Notwithstanding the foregoing, once the parties have agreed on a mediator, the mediator may schedule the mediation for a date and time mutually convenient to the parties. The parties shall share the costs of pre-suit mediation equally, including the fee charged by the mediator, if any, unless the parties agree otherwise, and the mediator may require advance payment of its reasonable fees and costs. The failure of any party to respond to a demand or response, to agree upon a mediator, to make payment of fees and costs within the time established by the mediator, or to appear for a scheduled mediation session without the approval of the mediator, shall constitute the failure or refusal to participate in the mediation process and shall operate as an impasse in the pre-suit mediation by such party, entitling the other party to proceed with litigation and to seek an award of the costs and fees associated with the mediation. Additionally, notwithstanding the provisions of any other law or document, persons who fail or refuse to participate in the entire mediation process may not recover attorney's fees and costs in subsequent litigation relating to the dispute.

If any pre-suit mediation session cannot be scheduled and conducted within 90 days after the demand for mediation was served, an impasse shall be deemed to have occurred unless both parties agree to extend this deadline. If pre-suit mediation as described herein

is not successful in resolving all issues between the parties, the parties shall proceed with any and all courses of action available at law or in equity.

- 12. INSPECTION AND ENFORCEMENT.** Grantee and its agents and employees and officers (along with accompanied invitees and guests) shall have the right to enter and inspect the Property in a reasonable manner and at reasonable times to enforce compliance with the covenants herein which are enforceable by proceedings at law or in equity in accordance with the affirmative rights of Grantee set forth herein. No failure, or successive failures, on the part of the Grantee to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantee to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

To document land management activities over time for the Property's various land use/cover types and to monitor compliance with the terms and conditions of this Easement, the Grantee may install a small number of 360 degree fixed photo-points at selected monitoring locations as deemed appropriate by both parties. Each fixed photo-point location will be permanently identified via GPS coordinates. Identifying markings, e.g. paint, blazed trees, ID tag, etc. may be utilized to identify and additionally protect fixed photo-points, subject to approval by both parties.

The number of 360 degree fixed photo-points on the Property will be determined at the discretion of the Grantee and located in such a manner as to not interfere with Grantor's allowable uses of the Property nor shall they be located in such a manner to detract from the aesthetics of the Property. The location and number of installed 360 degree fixed photo-points on the Property does not preclude Grantee from obtaining additional photographic documentation of the Property to monitor compliance with the terms and conditions of this Easement.

- 13. LIMITED USE OF THE PROTECTED PROPERTY.** The Easement granted hereby and the covenants herein are subject to the express understanding that the Property may be used by the Grantor and its successors and assigns only in conjunction with the benefit to the Grantee and that the activities and uses on the part of the Grantor and Grantee with respect to the Property are only those specifically stated herein.

- 14. TRANSFER OF RIGHTS BY GRANTEE OR GRANTOR.** Grantee shall be permitted to transfer or assign its interest in this Easement to any other governmental body or governmental agency, whose purposes include conservation of land or water areas, or the preservation of sites or properties; however, any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property unless such land is needed for road right-of-way by the county or state in which event such restrictions do not apply.

Grantor agrees to notify Grantee of the names and addresses of any party to whom any interest in the Property is to be transferred at least sixty (60) days prior to the date of such transfer, and to incorporate this Easement, by specific reference to this Easement's Public Records recording information, in the transfers of any interest in all or a portion of the

property, including, without limitation, a leasehold or other possessory interest. In the event of a subdivision of ownership of the Property, the deed of conveyance shall allocate Grantor's rights reserved herein between or among, as applicable, the Grantor and the new Property owner(s). The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way. Grantee shall have the right to record, from time to time, this Easement or a notice of the existence of this Easement in the Public Records of Bay County, Florida.

15. **HAZARDOUS WASTES.** Should Grantor at any time during existence of this Easement deposit, place or release on the Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Property, due to the release or alleged release of a hazardous waste on or under the Property, or gaseous emissions from the Property and other conditions on the Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.
16. **ATTORNEYS' FEES.** If either party employs an attorney to enforce any provision of this Easement, or incurs any other expense in connection with its enforcement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise.
17. **SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its Grantor's agents, representatives, heirs, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
18. **RIGHT OF FIRST REFUSAL.** In the event Grantor desires to sell or transfer the Property to a third party not a lineal descendant of Grantor, Grantor does hereby give to Grantee the exclusive right of a first refusal to acquire Grantor's interest in the Property under the same terms and conditions as offered to a third party. Such offers shall be made in writing to Grantee setting forth specifically the terms and conditions and Grantee shall have 90 days after receipt of the written notice within which to accept or reject the offer. Should Grantee accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee decline the offer, then Grantor shall have one year

within which to transfer the Property to a third party under the same terms and conditions. If the transfer is not completed within the one year period of time, Grantor shall be required to offer the Property to Grantee prior to any subsequent transfer to a third party. In the further event the Property is transferred by Trust or from an estate to a third party not a lineal descendant of Grantor, then the Property shall be offered under the above terms for cash, with Grantor paying all closing costs, at a price to be determined by the Grantor and Grantee and should they be unable to agree, the price shall be at a value determined by an appraiser selected by the Chief Judge of the Fourteenth Judicial Circuit of Florida acting upon a petition filed by either party.

19. **CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of taking, the Grantor and Grantee shall divide the proceeds in accordance with state law or the agreement of the parties. The provisions of this paragraph are in addition to and not in restriction of any rights the parties have at common law.
20. **INDEMNIFICATION.** Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys' fees and costs at the trial level and attorneys' fees and costs on appeal, caused or incurred, in whole or in part as a result of any action, activity or omission of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or extend Grantee's liability beyond the limits established in Section 768.28, F.S.
21. **SEVERABILITY.** A determination that any provision of this Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.
22. **SUCCESSORS.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running perpetuity with the Property.
23. **NO WAIVER OF REGULATORY AUTHORITY.** Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantee or relieve Grantor from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities.

24. **UNITY OF INTEREST.** Grantee shall not be obligated, by virtue of multiple Grantors with interest in the Property, to undertake or suffer any duplication of burdens or compliance imposed by this Easement. All administration of Grantee's rights, remedies and functions under this Easement shall be by and through a "Coordinating Grantor", including without limitation, the Right of First Refusal. _____ (fill in name) shall be designated as the Coordinating Grantor until such time as notice of a substitute Grantor is provided to Grantee.

IN WITNESS WHEREOF, the parties or the lawful representatives of the parties hereto have caused this Easement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR

Print Name: _____

Larry L. Hodson as Trustees of the Hodson
Family Trust dated September 11, 2014

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by Larry L. Hodson, as Trustees of the Hodson Family Trust dated September 11, 2014, who is personally known to me or has produced _____ as identification, this ____ day of _____, 2018.

Signed

Printed
NOTARY PUBLIC
My Commission Expires:
(seal)

Signed, sealed and delivered
in the presence of:

GRANTOR

Print Name: _____

Carole A. Hodson as Trustees of the Hodson
Family Trust dated September 11, 2014

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by Carole A. Hodson, as Trustees of the Hodson Family Trust dated September 11, 2014, who is personally known to me or has produced _____ as identification, this ____ day of _____, 2018.

Signed

Printed
NOTARY PUBLIC
My Commission Expires:
(seal)

Signed, sealed and delivered
in the presence of:

GRANTEE
NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____,
who is personally known to me or has produced _____ as identification,
this ____ day of _____, 2018.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

EXHIBIT "A"
(legal description)

PARCEL #05019-000-000

Commence at the Southeast corner of Section 9, Township 1 South, Range 13 West, Bay County, Florida. Thence North 1° 04' 29" West along the East line of said Section 9 for 1,150 feet; thence North 89° 41' 23" West for 2,400.53 feet to a concrete monument for the Point of Beginning. Thence South 89° 41' 23" East for 2,400.53 feet to the East line of said Section 9; thence North 1°, 04' 29" West along said East line of Section 9 for 172.51 feet to the Southeast corner of the "Cemetery Plat"; thence North 88° 40' 46" West for 234.46 feet to the Southwest corner of said "Cemetery Plat"; thence North 1° 04' 29" West for 52 feet to the Northwest corner of said "Cemetery Plat"; thence South 88° 40' 46" East for 234.46 feet to the Northeast corner of said "Cemetery Plat"; thence North 1° 04' 29" West along said East line of Section 9 for 609.21 feet to the Northeast corner of the South half of the Northeast Quarter of the Southeast Quarter of said Section 9; thence North 89° 36' 58" West along the North line of said South half of the Northeast Quarter of the Southeast Quarter for 1,319.86 feet to a concrete monument; thence South 1° 00' 13" East for 28.35 feet to a concrete monument; thence South 9° 09' 27" West for 1,126.44 feet more to the edge of Econfina Creek; thence Westerly, Southerly and Easterly along said creek to a point on a line that bears South 1° 04' 29" East from the Point of Beginning. Thence North 1° 04' 29" West for 227.22 feet more or less to the Point of Beginning.

PARCEL# 05019-030-000

Commence at the Southeast Corner of Section 9, Township 1 South, Range 13, West, Bay County, Florida, and extend a line North 89° 41' 23" West along the South boundary line of said Section 9 for 2,938.07 feet to a concrete monument; thence continue North 89° 41' 23" West along the South boundary line of said Section 9 for 21.75 feet to a point on the Eastern edge of Econfina Creek; thence North 32° 46' 59" East along said Eastern edge of Econfina Creek for 67.84 feet; thence north 50° 37' 57" East for 116.23 feet; thence North 41° 02' 08" East for 121.15 feet; thence North 47° 47' 12" East for 129.61 feet; thence North 67° 40' 15" East for 151.95 feet; thence North 52° 18' 54" East for 139.05 feet; thence North 29° 27' 11" East for 92.44 feet; thence North 09° 11' 14" East for 142.95 feet; thence North 06° 17' 28" West for 139.46 feet; thence North 32° 26' 37" West for 118.59 feet; thence leaving said Eastern edge of Econfina Creek on a bearing of North 01° 04' 29" West for 21.32 feet to a concrete monument; thence continue North 01° 04' 29" West for 213.22 feet to a concrete monument; thence South 89° 41' 23" East for 2,400.53 feet to a point on the Eastern boundary line of the aforesaid Section 9; thence South 01° 04' 29" East along said Eastern boundary line for 1,150.00 feet to the Point of Beginning, EXCEPTING therefrom the right of way of the County Road along the South and East boundary.

PARCEL #05063-020-000

PARCEL II: Commence at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 16, Township 1 South, Range 13 West, Bay County, Florida; thence $50^{\circ} 35' 27''$ feet along the East line of said Southeast Quarter of the Southwest Quarter for 438 feet to the Point of Beginning; thence North $82^{\circ} 01' 31''$ West along a line 8° Northerly of a parallel line with the South line of said Southeast Quarter of the Northwest Quarter for 191 feet more or less to the edge of Econfina Creek; thence Southerly along said Creek to a point on a line 990 feet South of the North line of the Southwest Quarter of said Section 16; thence North $64^{\circ} 58' 29''$ East parallel with said North line of the Southwest Quarter for 2,122 feet, more or less, to the East line of said Southwest Quarter; thence North $0^{\circ} 35' 27''$ West along the East line of said Southwest Quarter and the East line of said Southeast Quarter of the Northwest Quarter for 1,886.45 feet to the Point of Beginning. Less and except one-half of all oil, gas and mineral rights previously reserved and the right to mine and drill, therefore.

PARCEL IV: Begin at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 16, Township 1 South, Range 13 West, Bay County, Florida; thence West along the North line of said Southwest Quarter of the Northeast Quarter for 1,320 feet, more or less, to the Northwest corner of said Southwest Quarter of the Northeast Quarter; thence South along the West line of said Southwest Quarter of the Northeast Quarter for 458.00 feet; thence East parallel with the North line of said Southwest Quarter of the Northeast Quarter for 20.00 feet; thence North parallel with the East line of said Southwest Quarter of the Northeast Quarter for 438.00 feet; thence East parallel with the North line of said Southwest Quarter of the Northeast Quarter for 1,300 feet; more or less, to the East line of said Southwest Quarter of the Northeast Quarter; thence North along said East line for 20.00 feet to the Point of Beginning.

EXHIBIT “B”
(baseline documentation map)

EXHIBIT "C"

TITLE POSSESSION AND LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared Larry L. Hodson and Carole A. Hodson as Trustees of the Hodson Family Trust dated September 11, 2014, referred to herein as "Grantor", who, being first duly sworn, depose and say that:

1. Grantor is the owner of the following described Property:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

and that said Property (hereinafter called the "Property") is now in the possession of Grantor and there are no persons in possession of the Property with a claim of possession to the Property except the Grantor.

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real Property taxes for the year 2018, and exceptions approved by Purchaser.

3. There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Grantor or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are no such actions, suits, claims, litigation or proceedings contemplated. Grantor agrees to indemnify and hold the Northwest Florida Water Management District harmless from and against any and all debts, expenses, claims, demands, judgments or settlements arising therefrom.

4. There has been no labor performed on or materials furnished to the Property within the past ninety days for which there are unpaid bills; there are no claims whatsoever of any kind or description against the Property for which liens could be filed according to the statutes in such cases made and provided; and no informal notice of claim has been received by the Grantor. Grantor shall indemnify and hold the Northwest Florida Water Management District and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to the period of time prior to the closing.

5. Grantor has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety days and there are no unpaid assessments or liens against the Property for improvements thereto by any government whether or not said assessments appear of record.

6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.
7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.
8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor which would have any effect on the Property.
9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.
10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property, other than the deed incident to which this Affidavit is given.
11. There are no oil and gas exploration operations affecting the Property, and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof.
12. No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof.
13. Grantor, if a corporate entity, is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to execute and deliver this Affidavit, and the conservation easement incident to which this Affidavit is given. The individuals executing this Affidavit and the conservation easement incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.
14. The Property is in the same condition as existed on November 9, 2017. Since November 9, 2017, there has been no destruction or damage to the Property or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.
15. The Property does not constitute an asset of an employee benefit plan affiliated with Grantor, as defined in Section 3(3) of ERISA.

16. All harvesting and timbering agreements affecting the Property have been effectively terminated by Grantor and no party, other than Grantor has any right to conduct timbering operations on the Property or any right, title or interest in and to any timber located on the Property.

17. Grantor warrants and represents to Purchaser that to the best of the knowledge and belief of the undersigned:

a. No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.

b. No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.

c. The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

d. There are no underground storage tanks on or about the Property and Grantor has no knowledge of the presence of radon gas on the Property.

e. There has not been, with respect to the Property, (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.

f. There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below), or would subject the owner of the Property to penalties, damages, or injunctive relief.

g. Grantor is not presently subject to any judgment, decree or citation relating to or arising out of the environmental laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below).

18. Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

The Federal Tax Identification Number of the Hodson Family Trust dated September 14, 2014 is _____.

19. All of the representations and warranties made by Grantor in that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") between Grantor and the Northwest Florida Water Management District for the purchase of a conservation easement on the Property, including the representations and warranties contained in Paragraph 7 and Paragraph 12 of the Agreement, are true and correct as of the day hereof, and shall not merge into the deed but shall survive closing. To the best of the knowledge of undersigned, there are no matters pending that could impact the accuracy of the representations and warranties between the date hereof and the recording of the interest conveyed or to be conveyed in consideration for the funding of the purchase price.

20. All statements made herein, to the best of the knowledge and belief of the undersigned, are true and correct as of the date and time the deed incident hereto is recorded. There are no matters pending against Grantor that could give rise to a lien that would attach to the Property between the date hereof and the statements made herein and the date of such recordation. The Grantor has not and will not commit, between the date hereof and the date and time of such recordation, any act that would cause the statements made herein to change or to become invalid, nor will Grantor execute any instrument that would adversely affect the title to the Property.

21. The Grantor has authorized the undersigned to make and deliver this Affidavit fully realizing that the Northwest Florida Water Management District, and First American Title Company, Inc., and Pennington, P.A., are relying hereon in order to purchase an interest in the Property, insure title thereto, and/or close the purchase and sale of the Property. This Affidavit is made with full understanding of all laws appertaining to affidavits in the State of Florida, and full faith and credit may be given hereto. The undersigned further certifies that he has read or has heard read to him the complete text of this Affidavit and fully understands its contents.

**LARRY L. HODSON AND CAROLE A.
HODSON AS TRUSTEES OF THE HODSON
FAMILY TRUST DATED SEPTEMBER 11,
2014**

By: _____
Larry L. Hodson, Trustee

Sworn to and subscribed before me this _____ day of _____, 2018, by Larry L. Hodson, as Trustee of the Hodson Family Trust dated September 11, 2014.

Notary Public, State and County Aforesaid

My Commission Expires:

By: _____
Carole A. Hodson, Trustee

Sworn to and subscribed before me this _____ day of _____, 2018, by Carole A. Hodson, as Trustee of the Hodson Family Trust dated September 11, 2014.

Notary Public, State and County Aforesaid

My Commission Expires:

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PUBLIC HEARING FOR REGULATORY MATTERS
A G E N D A

Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, FL 32514

Thursday
February 8, 2018
1:05 p.m., CT

Note: Appeal from any NFWMD Final Agency Action requires a record of the proceedings. Although Governing Board meetings are normally recorded, affected persons are advised that it may be necessary for them to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based. Persons with disabilities or handicaps who need assistance or reasonable accommodation in order to participate in these meetings should contact the District at least 72 hours in advance of these meetings to make appropriate arrangements.

PART I — CONSENT AGENDA

• WATER USE PERMITS

A. New Applications

A-1 Applicant: Gulf Power Company / North Escambia Site
App. No.: 2B-033-18048-1
Use: Power Production

This Permit authorizes the Permittee to make a combined average annual withdrawal of 1.5 million gallons per day (46.5 million gallons per month maximum) of groundwater from the Sand-and-Gravel aquifer for power production uses.

Duration Recommended: 20 Years
Staff Recommendation: Approval
Public Comment Received: No

WATER USE TECHNICAL STAFF REPORT
20-Dec-2017
Application No.: 2B-033-18048-1

Owner: William B. Smith
Gulf Power Company
1 Energy Place
Pensacola, FL 32520-0328
(850) 444-6087

Applicant: Richard M. Markey
Gulf Power Company
1 Energy Place
Pensacola, FL 32520-0328
(850) 444-6573

Agent: William B. Smith
Gulf Power Company
1 Energy Place
Pensacola, FL 32520-0328
(850) 444-6087

Compliance Contact: Richard M. Markey
Gulf Power Company
1 Energy Place
Pensacola, FL 32520-0328
(850) 444-6573

Project Name: North Escambia Site
County: Escambia
WRCA: N/A
ARC: N/A
Objectors: No

This Permit authorizes the Permittee to make a combined average annual withdrawal of 1.5 million gallons per day (46.5 million gallons per month maximum) of groundwater from the Sand-and-Gravel aquifer for power production uses.

Recommendation: Approval
Reviewers: Craig Freeman

RECOMMENDED PERMIT DURATION AND COMPLIANCE REPORTING:

Staff recommends the permit expiration date be February 1, 2038. The Permittee is required to submit and comply with all information and data pursuant to the conditions set forth in the permit.

WITHDRAWAL INFORMATION:

Water Use	Requested	Recommended
Average Day (GPD)	1,500,000	1,500,000
Maximum Month (GAL)	46,500,000	46,500,000

DESCRIPTION:

The Gulf Power Company requests authorization of Individual Water Use Permit (IWUP) No. 2B-033-18048-1 for the construction of four production wells and authorization of groundwater withdrawals from the Sand-and-Gravel aquifer for power production uses at the North Escambia Site.

The Gulf Power Company-North Escambia Site (GPC-NE) is located in Northern Escambia County, approximately 5 miles southwest of Century, Florida, and will service the northwest Florida area. The GPC-NE facility will consist of combustion turbine units supplied by natural gas and fuel oil. To provide water for the combustion turbines, in addition to minor amounts allocated for potable supply, maintenance and landscaping, the applicant is requesting authorization to withdraw an average daily groundwater amount of 1.5 million gallons per day (mgd) from the Main Producing Zone (MPZ) of the Sand-and-Gravel aquifer via four withdrawal wells located on site.

Three-dimensional groundwater modeling was performed by the applicant to evaluate impacts to the Sand-and-Gravel aquifer and other natural systems associated with the applicant's requested withdrawal amounts. The modeling code used by the applicant is MODFLOW-SURFACT, which is a proprietary version of the USGS developed code MODFLOW. The modeling code uses the finite difference method to solve the groundwater flow equation. The groundwater flow model was calibrated to Sand-and-Gravel aquifer head field using targets derived from District recorded static groundwater levels, pumping records, and aquifer test results derived from onsite testing conducted by the applicant.

The calibrated steady-state model was used to perform a series of steady-state and transient simulations to predict the drawdown associated with the applicant's current requested average daily withdrawal. For the steady-state and transient scenarios using the requested average daily amounts over the requested 20 year permit duration, drawdowns of less than 1 foot were simulated in the Upper Main Producing Zone (UMPZ) of the Sand-and-Gravel aquifer, while drawdowns of approximately 2.5 feet were simulated in the Lower Main Producing Zone of the Sand-and-Gravel aquifer. An additional transient scenario simulating drought conditions did not result in additional drawdowns separate from the above mentioned steady-state scenario.

The currently requested withdrawal amounts are not anticipated to cause harm to the resource or interfere with existing legal water uses. However, the applicant will be required to implement a

hydrologic monitoring program to assure the conditions for permit issuance are met for the requested permit duration.

PERMIT APPLICATION REVIEW:

Section 373.223, Florida Statutes (F.S.), and section 40A-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) Is a reasonable-beneficial use;
- (b) Will not interfere with any presently existing legal use of water; and,
- (c) Is consistent with the public interest.

In addition, the above requirements are detailed further in the District’s Water Use Permit Applicant’s Handbook. District staff have reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit. Highlights of the staff review are provided below.

RECOMMENDATION:

It is the determination of the staff that the water use amounts recommended, as conditioned, are reasonable-beneficial, consistent with the public’s interest, and will not harm the water resources of the area or interfere with existing legal water users. This determination has been made according to provisions of Chapter 373, F.S., and Chapter 40A-2, F.A.C.

Staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 1.5 million gallons, and a maximum monthly withdrawal of 46.5 million gallons. Staff also recommends that the expiration date of the permit be February 1, 2038, and that the permit be conditioned as per the “Conditions for Issuance” included in Exhibit A of the permit document.

WELL INFORMATION:

Site Name: North Escambia Site

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
19521	FW-3	18	220	400	695	Sand-and-Gravel aquifer	Proposed	Power Production
19522	FW-2	18	220	400	695	Sand-and-Gravel aquifer	Proposed	Power Production
19523	FW-1	18	220	400	695	Sand-and-Gravel aquifer	Proposed	Power Production
19524	FW-4	18	220	400	695	Sand-and-Gravel aquifer	Proposed	Power Production

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 2B-033-18048-1
Gulf Power Company
North Escambia Site

Specific Conditions

1. This permit shall expire on February 1, 2038.
2. This Permit authorizes the Permittee to make a combined average annual withdrawal of 1.5 million gallons per day (46.5 million gallons per month maximum) of groundwater from the Sand-and-Gravel aquifer for power production. The individual facilities authorized to make this combined withdrawal are shown in the table below in the following condition. The total combined amounts of water withdrawn by all facilities listed shall not exceed the amounts identified above.

3.

Facility ID #	FLUWID	Location SEC,TWN,RNG
FW-1	To be assigned	Sec. 28, T5N, R31W
FW-2	To be assigned	Sec. 28, T5N, R31W
FW-3	To be assigned	Sec. 28, T5N, R31W
FW-4	To be assigned	Sec. 28, T5N, R31W

4. The Permittee shall include the Individual Water Use Permit number and the well's Florida Unique Identification Number (when assigned) when submitting reports or otherwise corresponding with the District.
5. The Permittee shall install and maintain in-line totalizing flow meters on all production wells including FW-1, FW-2, FW-3, and FW-4. The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, within 30 days of well completion or completion of project construction, shall provide documentation to the District that the required flow meters have been installed and report the initial meter readings.
6. The Permittee, by October 31, in years 2023, 2028, 2033 and at the time of requesting a permit modification or renewal, shall submit documentation of the flow meter calibration and accuracy rating to the District using the Flow Meter Accuracy Report Form (Form 170). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nfwwater.com.
7. The Permittee, by January 31 of each year, shall submit a water use report for the previous calendar year (January – December), even if no water is used. The Permittee shall record the

data required on Water Use Summary Reporting Form (Form 172). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwater.com.

8. The Permittee shall submit to the District in a single electronic submittal the following information by January 31, April 30, July 31 and October 31 of each year:

Static water level measurements for all Sand-and-Gravel aquifer production wells for the previous three months (e.g. measurements for January, February, and March shall be submitted by April 30) using a District-approved water level measuring device. Water levels shall be taken following a 24-hour non-pumping period, as much as is practicable, reported as depth-to-water below a pre-defined measuring point. All measurements shall be taken from the same measuring point. If the measuring point is different from land surface elevation, then the Permittee shall provide the measuring point distance above or below land surface. All static water level reports shall include the date and time the well was turned off, date and time the measurement was taken, method and device used, and the water level measurement to 0.01 foot for steel/electric tape and to 1.0 foot precision for airline methods, respectively. The Permittee, if utilizing the airline method, shall also report airline length, gauge reading, linear distance of the airline terminus from land surface, and a description of where the airline terminates (e.g. land surface, pump base, pressure gauge, etc.).

9. Prior to the initiation of groundwater withdrawals, the Permittee shall submit a Hydrologic Monitoring Plan to the District for review and approval. The Plan shall provide for the monitoring of hydrologic conditions in the vicinity of the North Escambia Site in addition to the monitoring requirements of Condition 8 above. The Plan shall define the specific data collection protocols and equipment to be used and the locations at which monitoring activities will be conducted. The Permittee shall consider implementing the following:
 - a. Monitoring groundwater levels in the Sand-and-Gravel aquifer via dedicated monitor wells.
 - b. Monitoring discharge and stage at Mitchell Creek and/or Canoe Creek.
 - c. Collecting rainfall data onsite.
 - d. Monitoring wetland vegetation via transect stations.

The Permittee, within 60 days of permit issuance, shall meet with District staff to discuss the specific monitoring protocols to be included in the Hydrologic Monitoring Plan. The Permittee, within 180 days of permit issuance, shall submit the Plan to the District for review and approval. The Permittee, within 30 days of approval of the Plan by the District, shall initiate the data collection efforts.

10. The Permittee shall encourage and provide for the efficient and non-wasteful use of water, and shall implement water conservation measures, including a proactive leak detection program, designed to enhance water use efficiency and reduce water demand and water losses.
11. The Permittee shall maximize the use of reclaimed water if it is available and its use is environmentally, economically and technically feasible. If groundwater is withdrawn to

supplement the use of reclaimed water, the Permittee shall note on the groundwater pumping report the reason reclaimed water was not sufficient. At the time reclaimed water becomes available or as the availability of reclaimed increases and is feasible to use, the Permittee shall utilize reclaimed water for its use and reduce its groundwater and surface water withdrawals proportionately, except as an emergency back-up supply. The Permittee, by January 31, 2023, 2028, 2033, and at the time of permit modification or renewal, shall contact the nearest WWTP to determine the availability of reclaimed water, and provide the District Report Form 174 from the nearest WWTP delineating its ability to supply water to the project site in addition to a feasibility analysis and plan or schedule for implementation/utilization. The Permittee, when contacting the utility, shall also request that the reuse utility provide the following information to assist in the determination of reclaimed water feasibility:

- a. If reclaimed water will be available at the property boundary within five years:
 1. The peak, minimum and annual average daily quantity in gallons per day of reclaimed water supply available from the nearest potential connection point, as well as expected average monthly quantities;
 2. The reliability of the potential reclaimed water supply (i.e., on-demand or bulk-interruptible diurnal or seasonal, length of the supply agreement, or other basis); and
 3. All costs associated with the Permittee's use of reclaimed water, including the reclaimed water rate(s) the reuse utility would charge the Permittee (e.g. the cost per 1,000 gallons) and any other periodic fixed or minimum charges for the use of reclaimed water by the Permittee, any other one-time charges for the connection to the reuse, and whether the reuse utility will help fund the Permittee's cost to connect to the reclaimed line or fund any costs for converting the Permittee's operation to use reclaimed water.
- b. If reclaimed water will not be available at the property boundary within five years:
 1. An estimate of the distance in feet from the Permittee's property to the nearest potential connection point to a reuse line; and
 2. The date the reuse utility anticipates bringing the connection to the Permittee's property boundary.

If the reuse utility fails to respond or does not provide the information within 30 days after the receipt of the Permittee's request, the Permittee shall provide the District a copy of the Permittee's written request and a statement that the utility failed to provide the requested information. If the reuse utility provides a partial response, the Permittee shall also provide the documentation to the District. In addition to the information provided by the utilities, the Permittee may provide additional information for the District to consider in determining the feasibility of reuse.

The Permittee, if the District determines that use of reclaimed water is technically, economically and environmentally feasible, shall submit a schedule for implementation for approval by the District.

Standard Conditions

12. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.
13. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
14. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
15. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted water use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40A-2.351, F.A.C. Alternatively, the Permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
16. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
17. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
18. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and section 40A-2.331, F.A.C., are applicable to permit modifications.
19. The District reserves the right to curtail permitted withdrawal and diversion rates if the withdrawal or diversion causes harm to legal uses of water, offsite land use, or water resources and associated environmental features that existed at the time of permit application.
20. The Permittee shall not cause harmful saltwater intrusion. The District reserves the right to curtail permitted withdrawal rates if withdrawals cause harmful saline water intrusion.

21. The Permittee's consumptive use of water as authorized by this permit shall not reduce a flow or level below any minimum flow or level established by the District or the Department of Environmental Protection pursuant to Sections 373.042 and 373.0421, F.S. If the Permittee's use of water causes or contributes to such a reduction, then the District shall modify or revoke the permit, in whole or in part, unless the Permittee implements all provisions applicable to the Permittee's use in a District-approved recovery or prevention strategy.

22. The Permittee shall mitigate any harm caused by withdrawals or diversions permitted herein on legal water uses, offsite land use, and water resources and associated environmental features which existed at the time of permit application. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall complete the required mitigation within 30 days. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made, and any mitigation action undertaken.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff

FROM: Lennie Zeiler, Director
Division of Asset Management

DATE: January 22, 2018

SUBJECT: Consideration of Florida Forever Water Management District Work Plan

Recommendation:

Staff recommends the Governing Board approve the [Florida Forever Water Management District Work Plan](#).

Background:

Section 373.139(3), Florida Statutes, requires the District to adopt, following a public hearing, a Florida Forever Water Management District Work Plan. The District's 2018 land acquisition program will focus on acquiring properties that improve the quality or quantity of water flowing from springs. The use of a Conservation Easement (CE) will be the preferred method of acquisition because it allows resource protection goals to be met while producing considerable savings to taxpayers, both at the time of purchase, and in long-term management and maintenance costs. The use of this less-than-fee acquisition method also allows the landowner to retain title to the property and the ability to utilize the property, within the provisions of the CE, in an economically beneficial manner.

Additions and modifications to this year's plan include the following:

Addition of Groundwater Contribution Areas (Bay, Calhoun, Gadsden, Holmes, Jackson, Leon, Wakulla, Walton and Washington counties) – these areas are designated by blue dash lines on the 2018 Proposed Land Acquisition Area Map.

Addition of Basin Management Action Plan (BMAP) Area (Escambia County) – this area is designated by mint green dash lines on the 2018 Proposed Land Acquisition Area Map.

Addition of Priority Fee Simple or Less than Fee Simple Acquisition Areas (all counties) – these areas are shown in lavender on the 2018 Proposed Land Acquisition Area Map. The District is utilizing the 100-year floodplain data layer to designate Priority Fee Simple or Less than Fee Simple Acquisition Areas.

Addition of the Perdido River Buffer Zone (Escambia County) – these areas are shown in purple on the 2018 Proposed Land Acquisition Area Map. The 100-year floodplain is narrow along the Perdido River. As such, the District buffered the river for one-quarter mile to provide additional protection.

Removal of Priority Fee Simple Acquisitions (Bay, Calhoun, Escambia, Gadsden, Gulf, Holmes, Jackson, Liberty, Okaloosa, Santa Rosa, Walton, and Washington counties) – these lands were designated in orange on the 2017 Proposed Land Acquisition Area Map. The District is utilizing the 100-year floodplain data layer to designate Priority Fee Simple Acquisitions.

Removal of Priority Less than Fee Simple Acquisitions (Calhoun, Franklin, Gadsden, Gulf, Jackson, Leon, Liberty, Wakulla, and Washington counties) – these lands were designated in pink on the 2017 Proposed Land Acquisition Area Map. The District is utilizing the 100-year floodplain data layer to designate Priority Less than Fee Simple Acquisitions.

Removal of the Greenways Corridor (Bay and Washington counties) – this area was designated with cross hatching lying between the Econfina Creek WMA and Choctawhatchee River WMA on the 2017 Proposed Land Acquisition Area Map.

Removal of Priority Fee Simple or Less than Fee Simple Acquisitions (Bay, Jefferson, Leon, Wakulla and Washington counties) – these lands were designated green on the 2017 Proposed Land Acquisition Area Map.

Removal of the Greenways Connection Corridor (Bay, Calhoun, Gulf, Walton and Washington counties) – this area was designated on the 2017 Proposed Land Acquisition Area Map with a “black dot” pattern.

LZ/cb

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: January 23, 2018

CGUPS, LLC, Steven Cox, and Claudia Cox, Petitioners v. Northwest Florida Water Management District and Florida Department of Transportation, Respondents, DOAH Case No. 16-4691

This is a case brought by the Petitioners challenging the proposed issuance by the District of an environmental resource permit to FDOT in Basin 1 of FDOT's project for widening of State Road 390 in Panama City, Florida.

FDOT has filed a modification of its application for an ERP for work in Basin 1 of the overall State Road 390 project. The modified application has been approved and the permit, subject to the Petitioners' challenge, has been issued.

The Administrative Law Judge ordered that the Petitioners file an amended petition and, thereafter, a final hearing will be set. The Petitioners complied with this order. The final hearing has been set for May 8 – 11, 2018, in Panama City, Florida.

The discovery phase of the litigation is ongoing and the District continues to vigorously defend its decision to issue the ERP.