

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Administration, Budget, and Finance Committee

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

FROM: Wendy Dugan, Division of Administration Director

DATE: May 8, 2019

SUBJECT: Consideration of Acceptance of the Audited Financial Statements for Fiscal Year 2017-2018

Background

Mr. James Halleran, C.P.A., a Partner with the District's independent audit firm, James Moore & Company, P.L., will present the results of their audit of the District's financial statements for the fiscal year ending September 30, 2018.

The Financial Report is provided as a separate document for your review and consideration.

Recommendation

Staff recommends the Governing Board accept the District's September 30, 2018, audited financial statements as presented.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Administration, Budget, and Finance Committee

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

FROM: Wendy Dugan, Division of Administration Director

DATE: May 8, 2019

SUBJECT: Consideration of Amendments No. 11 and No. 12 to the Fiscal Year 2018-2019 Budget

Recommendation

Staff recommends the Governing Board adopt Resolution No. 851 amending the Fiscal Year 2018-2019 budget and allow staff to realign revenues and reserves to maintain the proper balance in each fund.

Background

These amendments realign budget within and across programs, funds, projects, and budget categories. Amendment 11 involves budgeting unanticipated revenue and per s. 373.536(4)(c), F.S., was submitted to the Executive Office of the Governor (EOG) on April 30, 2019, for EOG approval. Offsetting decreases were incorporated for Amendment 11 so as not to carry forward any unspent budget unnecessarily into the FY 2019-2020 Tentative Budget. Amendment 12 consists of transfers within existing expense and revenue budget.

Below are explanations for the amendments:

No. 11 \$10,000 funded by USDA Forest Service revenue replacing Land Management Fund Balance Reserves to buy equipment and storage for the maintenance, replacement, and repair of infrastructure of the Florida National Scenic Trail on District lands.

No. 12 \$60,200 in expense budget transfers for the following:

- \$25,100 from Activity 221 Grants and Aid budget to Activity 230 Operating Capital Outlay budget to purchase a truck for a Resource Management Division position now stationed in the DeFuniak Springs office.
- \$20,000 in Activity 260 Other Acquisition and Restoration Activities to Activity 310 Land Management to provide budget for maintenance activities at Cypress Spring.
- \$15,100 in Salary and Benefits budget from Activity 614 Administrative Support to Activity 611 Office of Executive Director to restore the Office's budget to the originally adopted amount, based on FY 2018-19 projections.

Amendment 12 also addresses a revenue budget transfer within the Division of Regulatory Services of \$15,000 in ad valorem tax from Activity 450 Technology and Information Services to Activity 250 Facilities Construction and Major Renovations to apply the same standard distribution of expenses to renovations as applied to all other Defuniak Springs Field Office costs.

Summary of Fund Impact to Expense Budget:

<u>Fund Source</u>	<u>Increase</u>	<u>Decrease</u>	<u>Impact</u>
General Fund	15,100	(15,100)	0
Land Acquisition Fund	0	(20,000)	(20,000)
Projects Fund	25,100	(25,100)	0
Lands Management Fund	20,000	0	20,000
	60,200	(60,200)	0



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

RESOLUTION NO. 851 AMENDMENT NUMBERS 11 AND 12 TO FISCAL YEAR 2018-2019 BUDGET

WHEREAS, chapters 200 and 373, Florida Statutes, require the Governing Board of the Northwest Florida Water Management District (District) to adopt a final budget for each fiscal year; and

WHEREAS, by Resolution No. 840, after a public hearing on September 27, 2018, the Governing Board of the District adopted a final budget for the District covering its proposed operations and other requirements for the ensuing fiscal year, beginning October 1, 2018 through September 30, 2019; and

WHEREAS, in accordance with section 189.016(7), Florida Statutes, the District will post the adopted amendment on its official website within five days after its adoption; and

WHEREAS, a budget amendment involves an action that transfers, increases, or decreases to total appropriated Fund amounts in the budget; and

WHEREAS, pursuant to section 120.525, Florida Statutes, the District has provided notice of its intention to amend the Budget in the published notification of the Governing Board meeting at which the amendment will be considered; and

NOW THEREFORE BE IT RESOLVED by the Governing Board of the Northwest Florida Water Management District, that:

The budget is hereby amended as summarized in the memorandum dated May 8, 2019, requesting Amendments No. 11 and No. 12 to the Fiscal Year 2018-2019 budget. These amendments recognize new revenue, the use of reserves, and the reallocation of budget authority within and across programs, funds, projects, and budget categories to properly reflect activities performed and accurately assign actual costs with no increase or decrease to the total District budget.

ADOPTED AND APPROVED this 23rd day of May, 2019, A.D.

ATTEST:

George Roberts, Chair

John W. Alter, Secretary-Treasurer
Brett Cyphers, Acting Secretary-Treasurer

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN W. ALTER
Secretary-Treasurer
Malone

GUS ANDREWS
DeFuniak Springs

JON COSTELLO
Tallahassee

TED EVERETT
Chipley

NICK PATRONIS
Panama City Beach

BO SPRING
Port St. Joe

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Administration, Budget, and Finance Committee

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

FROM: Wendy Dugan, Division of Administration Director

DATE: May 8, 2019

SUBJECT: Consideration of Amendment No. 13 to the Fiscal Year 2018-19 Budget
Adjusting Beginning Fund Balances

Recommendation

Staff recommends the Governing Board approve Amendment No. 13 to the Fiscal Year 2018-19 Budget adjusting fund balances.

Background

Amendment No. 13 updates the beginning budgeted fund balances to the FY 2018-19 budget, based on the audited financial statements as of September 30, 2018.

Each year, after completion and approval of the prior year's audited financial statements, the audited ending fund balances are brought forward into the current year's budget in the form of an amendment. Funds impacted by the adjusted balances include the General Fund, Capital Improvement and Land Acquisition Fund, Special Projects Fund, Lands Management Fund, Regulation Fund, and Mitigation Fund.

In addition to the fund balances, the audited financial statements provide the unearned revenue available for the current and future year budgets.

FY 2018-19 Beginning Fund Balance and Available Resources

Fund	Fund Balance	Unearned Revenue	Available Resources
General Fund	14,595,029	0	14,595,029
Projects Fund	2,491,883	104,762	2,596,645
Lands Management Fund	6,280,104	75,032	6,355,136
Regulation Fund	2,347,933	0	2,347,933
Mitigation Fund	2,017,809	13,911,012	15,928,821
Capital Improvement and Lands Acquisition Fund	288,987	0	288,987
	28,021,745	14,090,806	42,112,551

These adjustments impact the beginning and ending fund balances and transfers across funds.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Administration, Budget, and Finance Committee

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

FROM: Wendy Dugan, Division of Administration Director

DATE: May 8, 2019

SUBJECT: Information Item - Overview of Payment in Lieu of Taxes for 2018

Chapter 373.59, Florida Statutes, requires the District to make Payment in Lieu of Taxes (PILT) annually on District land purchases to qualifying counties. The payment reflects the ad valorem tax losses incurred as a result of these purchases. A county qualifies if its population is 150,000 people or fewer.

Annual payments of \$85,690.27 have been made since 2015 across six qualified counties. Updated payment information will be presented at the May 23, 2019, Governing Board meeting.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

FROM: Paul Thorpe, Bureau Chief, Environmental and Resource Planning

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

DATE: May 7, 2019

SUBJECT: Consideration of Grant Funding for Natural Resource Damage Assessment Projects

Recommendation

Staff recommends the Governing Board authorize the Executive Director to (1) enter into agreements with the Florida Department of Environmental Protection to receive grant funding up to \$3,662,488 for projects funded by the Natural Resource Damage Assessment Trustees, subject to budget approval and legal counsel review, and (2) enter into grant funding agreements with the City of Port St. Joe and the City of Carrabelle to implement respective projects.

Discussion

The Florida Trustee Implementation Group for the Deepwater Horizon Natural Resource Damage Assessment (NRDA) Trustees approved funding for 23 projects to restore natural resources and services injured in Florida as a result of the 2010 Deepwater Horizon oil spill. The approved projects address water quality, recreational resources, and coastal habitats. The majority of the approved projects are within northwest Florida, and two are local grant projects approved for funding in cooperation with the District.

The City of Port St. Joe Stormwater Improvement Project will protect and enhance water quality in St. Joseph Bay. Components of the project include engineering design and construction of stormwater treatment systems to improve the quality of stormwater from approximately 280 acres of the city. Other project components include development of a stormwater master plan and stormwater monitoring to validate facility performance. The project award will provide up to \$829,250 through the Department of Environmental Protection (DEP) for completion of the project.

Phase II of the Lighthouse Estates Septic to Sewer Project will build upon the District's current grant project with the City of Carrabelle to provide funding for an estimated 110 additional residential connections, further reducing the number of septic systems within the Lighthouse Estates subdivision adjacent to Carrabelle Beach. When complete, up to 163 sewer connections will be provided within the neighborhood, now served by septic systems. The project award will provide up to \$2,833,238 through DEP.

Completion of these projects will help further implementation of Surface Water Improvement and Management (SWIM) plans approved by the District for the St. Andrew Bay and Apalachicola River and Bay watersheds. The projects will also help protect two Florida Aquatic Preserves and Outstanding Florida Waters and will complement actions funded by the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States (RESTORE) Act, the National Fish and Wildlife Foundation (NFWF), and Triumph Gulf Coast.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

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

DATE: May 7, 2019

SUBJECT: Consideration of Extension and Renewal of Agreement with the Florida Department of Transportation for the Regional Mitigation Program

Recommendation

Staff recommends the Governing Board authorize the Executive Director to enter into agreement with the Florida Department of Transportation, subject to legal counsel review, to ensure continued implementation of the District's Regional Mitigation Program in accordance with section 373.4137, Florida Statutes.

Background

The District supports the Florida Department of Transportation (FDOT) by providing wetland mitigation for transportation improvements in northwest Florida pursuant to section 373.4137, Florida Statutes (F.S.). The District only provides mitigation services for FDOT where services from private wetland mitigation banks are unavailable. The District's mitigation program includes the Sand Hill Lakes Mitigation Bank, seven projects established under an In-Lieu Fee instrument permitted by the U.S. Army Corps of Engineers, and other individual projects that support FDOT mitigation needs. Mitigation projects developed through the program meet state and federal wetland permitting requirements and have proven critical to the success of many State priority transportation projects.

To support implementation of the program, the District and FDOT entered into agreement in 2010, formalizing administrative procedures and responsibilities to ensure efficient program implementation. Funding for specific projects is determined based on wetland area impacted by transportation projects, as specified in section 373.4137, F.S. The agreement between the District and FDOT must be renewed and extended prior to June 30, 2019, to ensure uninterrupted implementation of the Regional Mitigation Program.

Since its inception, the District has implemented 31 wetland mitigation projects that have compensated for 323 acres of direct wetland impacts and allowed 66 road improvement projects to be implemented. Among the many FDOT transportation projects made possible with District support have been widening of multiple segments of U.S. Highway 98; improvements to Interstate 10; replacement of the St. George Island Bridge; and widening projects for State Road 87, State Road 77, and State Road 79.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Chief of Staff
Carlos Herd, Director, Division of Resource Management
Paul Thorpe, Chief, Bureau of Environmental and Resource Planning

FROM: Christina Coger, Resource Planning Program Manager

DATE: May 8, 2019

SUBJECT: Consideration of Grant Agreement Extension for the North Bay Wastewater Reuse Project

Recommendation

Staff recommends the Governing Board approve the extension of the North Bay Wastewater Reuse Project until December 31, 2020.

Discussion

In February 2017, the Governing Board awarded grant funding to Bay County for the North Bay Wastewater Reuse Project. The grant provides for up to \$500,000 for a cooperative effort between Bay County and Gulf Power Company to install approximately six miles of wastewater reuse line from the North Bay Wastewater Treatment Facility to Gulf Power's Plant Smith facility. Design is underway and approximately 60% complete. Additional time is needed to complete project construction. With approval, the grant agreement will remain in effect until December 31, 2020.

The wastewater reuse pipeline project is part of a larger initiative consisting of three interconnected projects: (1) construction of a reuse line from the North Bay Wastewater Treatment Facility to Gulf Power's Lansing Smith Electric Generating Plant; (2) construction of a wastewater line along County Road 388, bringing wastewater from the existing River Camps Wastewater Treatment Facility to the North Bay facility; and (3) construction of the North Bay wastewater collection system, resulting in the near-term elimination of 220 septic systems and long-term connection of up to 4,000 other residences served by septic systems.

This grant will also leverage an existing \$1.0 million in funding from the Department of Environmental Protection. The remaining \$2.5 million needed to complete the project will be provided by Bay County and Gulf Power. The District's grant will continue to go toward construction of the pipeline.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Chief of Staff
Carlos Herd, Director, Division of Resource Management
Paul Thorpe, Chief, Bureau of Environmental and Resource Planning

FROM: Christina Coger, Resource Planning Program Manager

DATE: May 8, 2019

SUBJECT: Consideration of Grant Agreement Extension for the Lighthouse Estates Septic to Sewer Project

Recommendation

Staff recommends the Governing Board approve the time extension for the City of Carrabelle Lighthouse Estates Septic to Sewer Project until September 30, 2021.

Discussion

In February 2017, the Governing Board awarded grant funding to the City of Carrabelle for the Lighthouse Estates Septic to Sewer Project, Phase I. The grant provides up to \$851,000 to design and construct a sewer line extension to serve approximately 53 homes in the Lighthouse Estates neighborhood. Design of the project is 60% complete and the city is currently seeking additional funding from USDA Rural Development for a companion drinking water project. Additional time is needed to complete project construction. With approval, the grant agreement will remain in effect until September 30, 2021.

This grant will also leverage additional Natural Resource Damage Assessment (NRDA) funding provided through the NRDA Florida Trustees and Department of Environmental Protection to complete Phase II of the project. Together, these projects will reduce nutrient loading from septic tanks into St. George Sound and Apalachicola Bay.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff
Carlos Herd, Director, Resource Management Division
Paul Thorpe, Chief, Bureau of Environmental and Resource Planning

FROM: Christina Coger, Resource Planning Program Manager

DATE: May 8, 2019

SUBJECT: Consideration of Grant Agreement Extension for the ECUA Pensacola Beach Reclaimed Water System Expansion Project

Recommendation

Staff recommends the Governing Board approve the two-year extension of the ECUA Pensacola Beach Reclaimed Water System Expansion Project until September 30, 2021.

Discussion

In November 2014, the Governing Board awarded grant funding to the Emerald Coast Utility Authority (ECUA) Pensacola Beach Reclaimed Water System Expansion project. Following Amendment No. 1 in May 2016, this grant agreement provides for up to \$947,000 to expand the availability of reuse water on Pensacola Beach and Santa Rosa Island. Amendment No. 2 extended the project time through May 31, 2019. Project accomplishments to date include construction of a 2.5 mgd ground storage tank; and design, engineering, and bid documents for a booster pump facility and for Phases 1 and 2 of the reclaimed water transmission mains.

The Florida Trustee Implementation Group (FL TIG) approved the Pensacola Beach Reclaimed Water System Expansion project in March 2019 with \$4,683,404 in NRDA funds to implement the master reuse plan Phases I through IV, including the completion of project scope as described in the NFWFMD Grant No. 15-086.

Proposed Amendment No. 3 will extend the NFWFMD grant expiration date and continue reporting requirements to September 30, 2021, with no change in project scope or cost.

**Northwest Florida Water Management District
Governing Board Meeting Minutes**

*Thursday, April 25, 2019
District Headquarters
81 Water Management Drive
Havana, Florida 32333*

1. Opening Ceremonies

Chairman George Roberts called the meeting to order at 1:05 p.m.

Brett Cyphers called the roll and a quorum was declared present.

Present: George Roberts, Chair; John Alter, Secretary-Treasurer; Gus Andrews; Jon Costello; Ted Everett; Nick Patronis

Absent: Jerry Pate, Vice Chair; Bo Spring

2. Special Thanks and Recognition

MOTIONED BY JOHN ALTER, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE RESOLUTION NO. 850 DECLARING MAY 19-25, 2019, AS WATER REUSE WEEK. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

3. Changes to the Agenda

None.

4. Approval of the Minutes for March 28, 2019

MOTIONED BY TED EVERETT, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR MARCH 28, 2019. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Approval of the Financial Reports for the Month of February 2019

MOTIONED BY TED EVERETT, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF FEBRUARY 2019. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Resolution No. 849 Committing Fund Balances for the Fiscal Year Ending September 30, 2018, as Required by GASB Statement No. 54

MOTIONED BY TED EVERETT, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 849 TO COMMIT FUND BALANCES FOR FISCAL YEAR 2017-2018 AS FOLLOWS:

- COMMIT \$3,301,544 FROM THE GENERAL FUND BALANCE FOR AN ECONOMIC STABILIZATION FUND.
- COMMIT \$2,116,955 FROM THE GENERAL FUND BALANCE FOR WATER SUPPLY DEVELOPMENT ASSISTANCE GRANTS.
- COMMIT \$1,000,000 FROM THE GENERAL FUND BALANCE FOR EMERGENCY DEBRIS REMOVAL AND DISPOSAL RELATED TO DAMAGES RECEIVED FROM HURRICANE MICHAEL.
- COMMIT \$500,000 FROM THE GENERAL FUND BALANCE FOR THE BAY COUNTY NORTH BAY REUSE GRANT.
- COMMIT \$113,829 FROM THE GENERAL FUND BALANCE FOR THE APALACHICOLA BAY GRANT.
- COMMIT \$75,000 FROM THE GENERAL FUND BALANCE FOR THE SANTA ROSA INDIAN BAYOU GRANT.

NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Sand Hill Lakes Mitigation Bank Cooperative Management Agreement Renewal and Approval of Annual Work Plan and Budget

MOTIONED BY JON COSTELLO, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD (1) APPROVE A FIVE-YEAR RENEWAL (2019-2024) OF NFWFMD AGREEMENT NO. 14-070 WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR COOPERATIVE MANAGEMENT OF THE SAND HILL LAKES MITIGATION BANK PROPERTY AND (2) APPROVE THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FISCAL YEAR 2019-2020 ANNUAL WORK PLAN AND BUDGET FOR THE SAND HILL LAKES MITIGATION BANK COOPERATIVE MANAGEMENT AGREEMENT, SUBJECT TO APPROVAL OF THE DISTRICT'S FISCAL YEAR 2019-2020 BUDGET IN SEPTEMBER 2019. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of FY 2019-2020 Springs Restoration Funding Requests

MOTIONED BY JOHN ALTER, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD (1) APPROVE THE PROJECTS TOTALING \$23,580,356, AS PRESENTED, (2) APPROVE SUBMITTAL OF THE PROJECTS TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING CONSIDERATION, AND (3) AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH DEP AND COOPERATORS TO RECEIVE UP TO THE AMOUNT REQUESTED TO IMPLEMENT SPRINGS RESTORATION PROJECTS AS DESCRIBED, SUBJECT TO BUDGET AUTHORITY AND LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Legislative Update

Informational purposes only.

10. Legal Counsel Report

No pending cases in which the District is a party.

11. Hurricane Michael Recovery Update

Informational purposes only.

Meeting was adjourned at 1:58 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending March 31, 2019

Balance Forward - Operating Funds \$44,615,675.15

Operating Funds Received in current month:

Revenue Receipts, Current	\$304,788.24	
Contracts Receivable	1,413,092.10	
Other Deposits/Refunds/Adjustments	14,023.36	
Transfers from Lands Accounts	0.00	
Total Deposits during month	1,731,903.70	1,731,903.70

Total Deposits and Balance Forward \$ 46,347,578.85

Disbursements:

Employee Salaries	636,408.29	
Employee Benefits	182,852.13	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	351,194.13	
Operating Expenses - Services	140,669.61	
Operating Expenses - Commodities	12,402.97	
Operating Capital Outlay	0.00	
Grants and Aids	43,551.77	
Total Operating Expenses during month	1,367,078.90	1,367,078.90
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	10,332.02	
Total Funds Disbursed by check during month	1,377,410.92	1,377,410.92
Bank Debits (Fees, Deposit Slips, etc.)	0.00	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed	1,377,410.92	1,377,410.92

Cash Balance Operating Funds at month end \$ 44,970,167.93

Operating Depositories:

Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking	1,250,083.30	
Payroll Account	6,869.62	
Investment Accounts:		
Fla. Board of Administration @ 2.65%		
General Fund	20,948,107.99	
Lands Fee Fund	6,525,003.33	
SWIM Fund	104,833.36	
Springs Protection	56.78	
Mitigation Fund	16,134,963.30	

Total Operating Depositories at month end \$ 44,970,167.93

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending March 31, 2019

Land Acquisition Funds:

Fla. Board of Administration @ 2.65%	\$	292,694.69	
Total Land Acquisition Funds			292,694.69

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 2.65%		62,839.32	
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Fla. Board of Administration Cypress Springs R&M Account @ 2.65%		<u>819,902.21</u>	
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Total Restricted Land Management Funds			<u>62,839.32</u>
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Total Land Acquisition, and Restricted Management Funds			<u>355,534.01</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u><u>\$ 45,325,701.94</u></u>
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Approved: _____
Chairman or Executive Director

Date: May 23, 2019

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending March 31, 2019
(Unaudited)

	Current Budget	Actuals Through 3/31/2019	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,433,483	\$ 3,062,683	\$ (370,800)	89%
Intergovernmental Revenues	56,074,820	12,254,334	(43,820,487)	22%
Interest on Invested Funds	144,939	511,847	366,908	353%
License and Permit Fees	396,438	235,860	(160,578)	59%
Other	5,250,501	237,826	(5,012,675)	5%
Fund Balance	22,625,033		(22,625,033)	0%
Total Sources	\$ 87,925,214	\$ 16,302,549	\$ (71,622,665)	19%

	Current Budget	Expenditures	Encumbrances¹	Available Budget	%Expended	%Obligated²
Uses						
Water Resources Planning and Monitoring	\$ 6,841,058	\$ 1,686,747	\$ 110,689	\$ 5,043,622	25%	26%
Acquisition, Restoration and Public Works	53,661,787	5,029,326	158,300	48,474,162	9%	10%
Operation and Maintenance of Lands and Works	4,914,424	1,333,636	648,265	2,932,523	27%	40%
Regulation	3,855,871	1,486,057	73,784	2,296,030	39%	40%
Outreach	133,959	64,696	1,354	67,909	48%	49%
Management and Administration	1,977,637	910,807	23,448	1,043,382	46%	47%
Total Uses	\$ 71,384,736	\$ 10,511,269	\$ 1,015,840	\$ 59,857,628	15%	16%
Reserves	16,540,478			16,540,478	0%	0%
Total Uses and Reserves	\$ 87,925,214	\$ 10,511,269	\$ 1,015,840	\$ 76,398,106	12%	13%

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 March 31, 2019, and covers the interim period since the most recent audited financial statements.

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	03/07/2019	18,058.18	AS NEEDED HYDROLOGICAL AND ECO
95	AT&T	03/07/2019	219.42	PHONES-EFO
5089	ATKINS NORTH AMERICA, INC.	03/07/2019	6,070.20	RISK MAP PROGRAM SUPPORT
2197	A J TROPHIES & AWARDS INC	03/07/2019	78.95	PROMOTIONAL ITEMS
5499	BCC WASTE SOLUTIONS, LLC	03/07/2019	224.00	DUMPSTER FOR ECONFINA OFFICE A
2417	BEARD EQUIPMENT COMPANY, INC.	03/07/2019	1,043.86	SERVICE CALL FOR JD 650K DOZER
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	03/07/2019	220.00	A/C REPAIR AT HQ
5635	CAMPGROUND AUTOMATION SYSTEMS, INC	03/07/2019	16,074.00	RESERVATION SYSTEM
3126	DEWBERRY ENGINEERS, INC	03/07/2019	4,365.00	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	03/07/2019	21,097.50	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	03/07/2019	1,862.50	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	03/07/2019	48,194.45	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	03/07/2019	56,384.16	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	03/07/2019	12,954.35	RISK MAP PROGRAM SUPPORT
45	DMS	03/07/2019	91.88	HQ LONG DISTANCE
45	DMS	03/07/2019	7,020.05	ETHERNET-ALL
45	DMS	03/07/2019	43.00	ST JOHNS ETHERNET ADJUSTMENT
45	DMS	03/07/2019	1,329.72	PHONES- LOCAL HQ
45	DMS	03/07/2019	61.92	AUDIO & WEB CONFERENCING
45	DMS	03/07/2019	0.79	LAN PORTS/ INTERNET WEB SERVER
45	DMS	03/07/2019	69.16	MILTON LOCAL PHONES
4103	EDDIE ENGLISH COMPANY, INC.	03/07/2019	216.00	NEW TIRE FOR TRAILER WMD 2411
2713	FL DEPT OF AG. & CONSUMER SERVICES	03/07/2019	2,754.00	PRESCRIBED BURN ASSISTANCE
4851	GEOCUE CORPORATION	03/07/2019	1,522.68	MAINTENANCE RENEWAL FOR LP360
5577	HAMMOCK BAY BUILDING CO, LLC	03/07/2019	100.00	P285767-1 DISCOUNT REFUND
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	03/07/2019	214.88	COPIER LEASE RENEWALS
5159	L & R TRACTOR INC.	03/07/2019	7,270.00	FIRELINE REHAB AND INSTALLATIO
4873	MAIN STREET AUTOMOTIVE, INC.	03/07/2019	34.16	OPEN PURCHASE ORDER FOR ERP-CF
5626	NATIONAL TIRE BROKERS CORPORATION	03/07/2019	573.80	TIRES 96201
3406	NEECE TRUCK TIRE CENTER INC.	03/07/2019	461.36	TIRES FOR WMD2421, REGULATORY
64	PANAMA CITY NEWS HERALD	03/07/2019	105.80	WATER USE PERMIT LEGAL AD
5483	DALLAS QUADRICK RICHARDSON	03/07/2019	75.00	SECURITY FOR 02/28/2019 GB MEE
5629	ROAD MART OF FLORIDA, LLC	03/07/2019	1,816.98	VEHICLE REPAIRS WMD 0036
523	SANTA ROSA PRESS GAZETTE	03/07/2019	115.94	WATER USE PERMIT LEGAL AD
4091	THE SHOE BOX	03/07/2019	75.35	UNIFORMS FOR JACK 'TREY' GRUBB

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

4091	THE SHOE BOX	03/07/2019	139.99	SAFETY BOOTS-THOMAS
3104	SOUTHERN WATER SERVICES, LLC	03/07/2019	250.00	QUARTERLY SAMPLING FOR ECONFIN
105	TALLAHASSEE DEMOCRAT	03/07/2019	86.32	NOTICE OF INTENT TO ADOPT
5336	TETRA TECH, INC	03/07/2019	1,345.00	AS NEEDED HYDROLOGICAL SERVICE
5218	WAGeworks, INC.	03/07/2019	137.70	FLEXIBLE SPENDING ACCOUNT ADMI
4774	JOHN T WILLIAMSON	03/07/2019	180.00	JANITORIAL SERVICES FOR MILTON
TOTAL CHECKS			<u>212,938.05</u>	
3293	ANGUS G. ANDREWS, JR.	03/08/2019	8,125.00	DEFUNIAK SPRINGS LEASE
5368	KOUNTRY RENTAL NWF, INC.	03/08/2019	207.50	CLEANING OF ECONFINA OFFICE AN
5368	KOUNTRY RENTAL NWF, INC.	03/08/2019	3,525.00	PORTABLE & COMPOSTTOILET SERVI
3813	PENNINGTON, P.A.	03/08/2019	7,960.00	LEGAL COUNSEL
3823	KENNETH ANDREW ROACH	03/08/2019	110.00	TRAVEL REIMBURSEMENT
5621	MARGARET SEWARD	03/08/2019	330.00	TRAVEL REIMBURSEMENT
5442	LEONARD ZEILER	03/08/2019	34.38	EMPLOYEE REIMBURSEMENT
TOTAL ACH TRANSFER			<u>20,291.88</u>	
5556	REFUND OPAY	03/08/2019	420.00	285643 STANLEY HILL REFUND
5556	REFUND OPAY	03/08/2019	80.00	KEVIN CONOLY PERMIT 285693-1
5556	REFUND OPAY	03/08/2019	40.00	REFUND TO CLIFFORD TAYLOR PERM
TOTAL DIRECT DISBURSEMENT			<u>540.00</u>	
TOTAL AP			<u><u>233,769.93</u></u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4923	JOHN ALTER	03/14/2019	56.07	GOVERNING BOARD MEETING
2967	BANK OF AMERICA	03/14/2019	4,746.43	P-CARD PURCHASES
2967	BANK OF AMERICA	03/14/2019	65.60	SOFTWARE FOR TREY GRUBBS - DIR
2967	BANK OF AMERICA	03/14/2019	251.06	FIELD SUPPLIES-AMAZON
2967	BANK OF AMERICA	03/14/2019	275.00	ESRI CONFERENCE REGISTRATION
2967	BANK OF AMERICA	03/14/2019	275.00	ESRI CONFERENCE REGISTRATION
2967	BANK OF AMERICA	03/14/2019	23.68	FIELD SUPPLIES-AMAZON
2967	BANK OF AMERICA	03/14/2019	317.00	AMAZON ORDER FOR COMPUTER HARD
771	CITY OF MARIANNA	03/14/2019	43,551.77	CHIPOLA RIVER PROTECTION AND S
5033	JON COSTELLO	03/14/2019	8.90	GOVERNING BOARD MEETING
4754	CUMMINS POWER SOUTH	03/14/2019	347.78	GENERATOR PREVENTIVE MAINTENAN
45	DMS	03/14/2019	21.50	ST. JOHNS CONNECTION
45	DMS	03/14/2019	1.61	MILTON LONG DISTANCE
4748	EAST MILTON WATER SYSTEM	03/14/2019	10.00	WATER- MILTON FIELD OFFICE
4963	ECOLOGICAL RESOURCE CONSULTANTS, INC.	03/14/2019	600.00	DELINEATION OF JURISDICTIONAL
4855	ENVIRON SERVICES INCORPORATED	03/14/2019	2,583.34	JANITORIAL SERVICES, HEADQUART
5298	TED EVERETT	03/14/2019	66.75	GOVERNING BOARD MEETING
2701	FLORIDA MUNICIPAL INSURANCE TRUST	03/14/2019	22,790.76	3RD QTR FY 18-19
3282	W.W. GRAINGER, INC.	03/14/2019	55.40	DOOR MAT FOR WEST SIDE OF HQ
916	GULF POWER COMPANY	03/14/2019	418.44	ELECTRIC- MILTON FIELD OFFICE
3193	INSURANCE INFORMATION EXCHANGE	03/14/2019	123.45	BACKGROUND SCREENING
61	JACKSON COUNTY FLORIDAN	03/14/2019	80.20	WATER USE PERMIT LEGAL AD
1695	JAMES MOORE & COMPANY	03/14/2019	12,000.00	INDEPENDENT AUDITOR SERVICES
2299	LIBERTY COUNTY SOLID WASTE	03/14/2019	32.00	SOLID WASTE- FL RIVER
5146	MICHAEL CORRIE MANNION	03/14/2019	2,325.40	STAFF AUGMENTATION FOR CUSTOM
63	NORTHWEST FLORIDA DAILY NEWS	03/14/2019	133.83	NOTICE OF INTENT TO ADOPT
4090	JERRY PATE	03/14/2019	164.65	GOVERNING BOARD MEETING
4849	NICK PATRONIS	03/14/2019	89.00	GOVERING BOARD MEETING
62	PENSACOLA NEWS-JOURNAL	03/14/2019	408.08	NOTICE OF INTENT TO ADOPT
5434	PRESIDIO NETWORKED SOLUTIONS LLC	03/14/2019	53,542.10	EMC HARDWARE/SOFTWARE MAINTENA
4368	PROFESSIONAL HEALTH EXAMINERS	03/14/2019	50.00	LABORATORY TESTING
3960	GEORGE ROBERTS	03/14/2019	89.00	TRAVEL REIMBURSEMENT
3851	SOUTHEASTERN SURVEYING & MAPPING CORP	03/14/2019	8,409.90	AS NEEDED PROFESSIONAL SURVEYI
4091	THE SHOE BOX	03/14/2019	182.05	DISTRICT CLOTHING

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AP COMPUTER PAID/EFT CHECKS

3213	SHI INTERNATIONAL CORP	03/14/2019	1,074.50	GFI MAIL ARCHIVER RENEWAL
4720	SOUTHWOOD SHARED RESOURCE CENTER	03/14/2019	485.00	OFFSITE DATA STORAGE
4967	SAMUEL SPRING	03/14/2019	84.55	GOVERNING BOARD MEETING
105	TALLAHASSEE DEMOCRAT	03/14/2019	102.22	WATER USE PERMIT LEGAL AD
110	TALQUIN ELECTRIC COOPERATIVE, INC.	03/14/2019	244.36	WATER/SEWER- HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	03/14/2019	3,815.94	ELECTRIC- HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	03/14/2019	87.17	SECURITY LIGHTS- HQ
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	03/14/2019	3,401.90	RECREATION SITE CLEANUP-CONTRA
4557	VERIZON WIRELESS	03/14/2019	860.57	JETPACK & AIRCARDS
4626	WASTE PRO OF FLORIDA, INC	03/14/2019	155.67	SOLID WASTE-HQ
5574	GUIDESOFT, INC.	03/14/2019	242.55	TEMPORARY ASSISTANCE FOR ADMIN
4918	APRIL MURRAY	03/14/2019	209.00	TRAVEL REIMBURSEMENT

TOTAL CHECKS

164,859.18

3293	ANGUS G. ANDREWS, JR.	03/15/2019	106.80	GOVERNING BOARD MEETING
4944	BRETT CYPHERS	03/15/2019	109.55	TRAVEL REIMBURSEMENT
4944	BRETT CYPHERS	03/15/2019	184.54	TRAVEL REIMBURSEMENT
5225	WENDY DUGAN	03/15/2019	90.00	TRAVEL REIMBURSEMENT
2453	ESCAMBIA COUNTY PROPERTY APPRAISER	03/15/2019	3,546.17	3RD QTR FY 18-19
4961	PETER FOLLAND	03/15/2019	79.00	TRAVEL REIMBURSEMENT
3337	FORESTECH CONSULTING	03/15/2019	900.00	SUPPORT AND HOSTING FOR LAND M
3337	FORESTECH CONSULTING	03/15/2019	11,400.00	LAND MANAGEMENT PLANS
2268	INNOVATIVE OFFICE SOLUTIONS, INC	03/15/2019	837.00	PHONE MAINTENANCE
5500	RYAN REGA	03/15/2019	79.00	TRAVEL REIMBURSEMENT
3823	KENNETH ANDREW ROACH	03/15/2019	220.00	TRAVEL REIMBURSEMENT
1918	PAUL J. THORPE	03/15/2019	237.20	TRAVEL REIMBURSEMENT

TOTAL ACH TRANSFER

17,789.26

TOTAL AP

182,648.44

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4634	JIMMIE CROWDER EXCAVATING & LAND CLEARING, INC.	03/21/2019	4,896.00	CRUSHED CONCRETE BASE
4300	DYER, RIDDLE, MILLS & PRECOURT, INC.	03/21/2019	12,124.00	AS NEEDED PROFESSIONAL SURVEYI
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	03/21/2019	24.78	FAR AD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	03/21/2019	49.00	FEBRUARY 28, 2019 GB/COMMITTEE
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	03/21/2019	21.00	FAR AD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	03/21/2019	19.60	FAR AD FOR DRAFT 2019 FDOT REG
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	03/21/2019	23.94	NOTICE OF FY 19-20 SPRINGS FUN
65	GADSDEN COUNTY TIMES	03/21/2019	70.00	2019 GOVERNING BOARD MEETING S
3282	W.W. GRAINGER, INC.	03/21/2019	23.72	BATTERIES
5474	HATCHER PUBLISHING INC	03/21/2019	19.70	NOTICE OF INTENT TO ADOPT
5474	HATCHER PUBLISHING INC	03/21/2019	10.00	2019 GOVERNING BOARD MEETING S
5639	J D SWEENEY CORPORATION	03/21/2019	150.00	P285966 JD SWEENEY REFUND OVER
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	03/21/2019	119.72	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	03/21/2019	386.81	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	03/21/2019	268.20	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	03/21/2019	34.19	NEW COPIER LEASES FOR REG
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	03/21/2019	259.79	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	03/21/2019	179.38	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	03/21/2019	79.43	COPIER LEASE FOR ECONFINA
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	03/21/2019	110.16	COPIER LEASE FOR ECONFINA
2293	LANE'S OUTDOOR EQUIPMENT, INC	03/21/2019	495.96	REPLACEMENT CHAINSAW
5581	POWER HOUSE BATTERIES, INC.	03/21/2019	823.08	BATTERIES FOR CONTINUOUS DATA
4091	THE SHOE BOX	03/21/2019	152.99	SAFETY BOOTS-HUTTO
3783	SUTRON CORPORATION	03/21/2019	2,295.00	SOFTWARE TO ALLOW USERS TO MAN
5640	TRIPLE K CONSTRUCTION LLC	03/21/2019	1,080.00	REFUND 285061 OVERPAYMENT
3593	UNIVERSAL ENGINEERING SCIENCES, INC	03/21/2019	2,500.00	PHASE I ESA
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	03/21/2019	11,095.20	LAW ENFORCEMENT-CONTRACT NO. 1
4038	WINDSTREAM COMMUNICATIONS	03/21/2019	63.35	800 #S & EFO LONG DISTANCE
5642	RODNEY LANIER	03/21/2019	35.00	EMPLOYEE REIMBURSEMENT
5643	ERIC THOMAS	03/21/2019	35.00	EMPLOYEE REIMBURSEMENT
TOTAL CHECKS			<u>37,445.00</u>	
4359	FORREST BRUTON	03/22/2019	35.00	EMPLOYEE REIMBURSEMENT
4961	PETER FOLLAND	03/22/2019	110.00	TRAVEL REIMBURSEMENT
4607	MAIL FINANCE INC	03/22/2019	482.00	MAILING SYSTEMS FOR HQ, CRESTV
5504	ANDREW JOSLYN	03/22/2019	146.00	TRAVEL REIMBURSEMENT
5504	ANDREW JOSLYN	03/22/2019	145.99	EMPLOYEE REIMBURSEMENT

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

5500	RYAN REGA	03/22/2019	110.00	TRAVEL REIMBURSEMENT
3823	KENNETH ANDREW ROACH	03/22/2019	200.00	TRAVEL REIMBURSEMENT
3823	KENNETH ANDREW ROACH	03/22/2019	170.00	TRAVEL REIMBURSEMENT
2434	JERRICK SAQUIBAL	03/22/2019	143.50	TRAVEL REIMBURSEMENT
3698	THOMAS W. SHEPARD	03/22/2019	35.00	EMPLOYEE REIMBURSEMENT
4534	JANET STRUTZEL	03/22/2019	95.88	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>1,673.37</u>	
4605	PENNINGTON LAW FIRM TRUST ACCOUNT	03/27/2019	3,788.00	CLOSING FOR PORTER EXCHANGE; BAY COUNTY
5556	REFUND OPAY	03/22/2019	100.00	JILL FRONCZAK P285880-2 REFUND
5556	REFUND OPAY	03/22/2019	100.00	JOSEY WALKER 286079-1 EPERMITT
5556	REFUND OPAY	03/22/2019	320.00	MATTHEW PARKER 285968 REFUND W
5556	REFUND OPAY	03/22/2019	320.00	MATTHEW PARKER 285970 REFUND W
TOTAL DIRECT DISBURSEMENT			<u>4,628.00</u>	
TOTAL AP			<u>43,746.37</u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3158	BELL,GRIFFITH & ASSOCIATES, INC.	03/28/2019	4,200.00	APPRAISAL
4153	BROWN BEVIS REAL ESTATE APPRAISERS, INC.	03/28/2019	2,450.00	REVIEW APPRAISAL
3184	CANDLER, MOSES & ASSOCIATES, INC.	03/28/2019	3,650.00	APPRAISAL
1617	CAPITAL HEALTH PLAN	03/28/2019	85,652.34	EMPLOYEE MEDICAL INSURANCE
4676	CITY OF MILTON FLORIDA	03/28/2019	66.34	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	03/28/2019	19.36	SEWER-MILTON FIELD OFFICE
4733	CITY OF QUINCY	03/28/2019	50.00	FIRE INSPECTION ON HQ BUILDING
3289	CITY OF TALLAHASSEE	03/28/2019	39.76	LAKESHORE
5554	COMCAST	03/28/2019	140.97	INTERNE- MARIANNA FIELD OFFICE
45	DMS	03/28/2019	29.26	CRESTVIEW LONG DISTANCE
45	DMS	03/28/2019	1,048.73	CRESTVIEW LOCAL PHONES
5093	FL AVIATION CENTER	03/28/2019	409.50	OBLIQUE AERIALS
2702	FISH AND WILDLIFE	03/28/2019	3,423.89	LAW ENFORCEMENT-CONTRACT NO. 1
3689	FLORIDA GROUND WATER ASSOCIATION	03/28/2019	75.00	BOOTH AT FGWA CONVENTION
3399	FLORIDA STORMWATER ASSOC., INC.	03/28/2019	688.00	REGISTRATION FEE
839	FORESTRY SUPPLIERS, INC.	03/28/2019	64.28	JUMPER CABLES-DEFUNIAK
839	FORESTRY SUPPLIERS, INC.	03/28/2019	370.09	SAFTEY EQUIPMENT
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	03/28/2019	300.00	ANNUAL FIRE ALARM INSPECTION F
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	03/28/2019	180.00	ANNUAL FIRE ALARM INSPECTION F
32	GLASS SERVICE CENTER OF TALL., INC	03/28/2019	207.06	REPAIR BROKEN WINDOW-RM33
32	GLASS SERVICE CENTER OF TALL., INC	03/28/2019	410.24	REPAIR WINDOW FRAME IN RM 44
5486	GOLDEN OAK LAND GROUP	03/28/2019	100.00	P286202 REFUND EPERMIT DISCOUN
5410	GUARDIAN AUTOMOTIVE	03/28/2019	508.86	BRAKE REPAIR WMD-96202
5410	GUARDIAN AUTOMOTIVE	03/28/2019	35.00	OPEN PURCHASE ORDER FOR RMD.
2291	GULF COAST ELECTRIC COOPERATIVE,INC	03/28/2019	258.04	ELECTRIC- ECONFINA FIELD OFFICE
247	HOLMES COUNTY TAX COLLECTOR	03/28/2019	0.63	2017 TAXES REFUND
4112	IN-SITU, INC.	03/28/2019	1,698.50	SDI-12 ADAPTERS FOR IN-SITU PR
277	LIBERTY CO. PROPERTY APPRAISER	03/28/2019	213.51	2ND QTR FY 2018-2019
4873	MAIN STREET AUTOMOTIVE, INC.	03/28/2019	48.55	OPEN PURCHASE ORDER FOR ERP-CF
1205	OFFICE DEPOT, INC.	03/28/2019	71.32	OFFICE DEPOT
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	03/28/2019	49.00	LABORATORY TESTING
3104	SOUTHERN WATER SERVICES, LLC	03/28/2019	300.00	CARTER CHECK STATION WATER TES
3696	URS CORPORATION	03/28/2019	74,145.87	111 COASTAL PANHANDLE FIRM

TOTAL CHECKS

180,904.10

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

4845	CALHOUN COUNTY SHERIFF'S OFFICE	03/29/2019	1,010.40	LAW ENFORCEMENT - CONTRACT NO
2268	INNOVATIVE OFFICE SOLUTIONS, INC	03/29/2019	1,335.60	REMOVE/REINSTALL PHONE SYSTEM
5574	GUIDESOFT, INC.	03/29/2019	367.54	TEMPORARY ASSISTANCE FOR ADMIN
4305	DANA PALERMO	03/29/2019	122.82	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>2,836.36</u>	
TOTAL AP			<u><u>183,740.46</u></u>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

MARCH 2019

DIRECT DEPOSIT	3/01/2019	\$ 211,056.03
CHECKS	3/01/2019	3,740.57
FLEX SPENDING EFT	TF0036	1,493.90
DIRECT DEPOSIT	3/15/2019	211,784.98
CHECKS	3/15/2019	3,882.29
FLEX SPENDING EFT	TF0038	1,493.82
DIRECT DEPOSIT	3/29/2019	244,912.80
CHECKS	3/29/2019	1,026.42
		\$ <u>679,390.81</u>

APPROVED:

Chairman or Executive Director

May 23, 2019

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Brett Cyphers, Executive Director

DATE: May 9, 2019

SUBJECT: Consideration of Request to Place Solar Panels on the Lark Sims Conservation Easement Property; Econfinia Creek Water Management Area

Recommendation

Staff recommends the Governing Board authorize the Executive Director to negotiate with the owners of the Lark Sims Conservation Easement Property for the placement of solar panels pursuant to Florida Statutes.

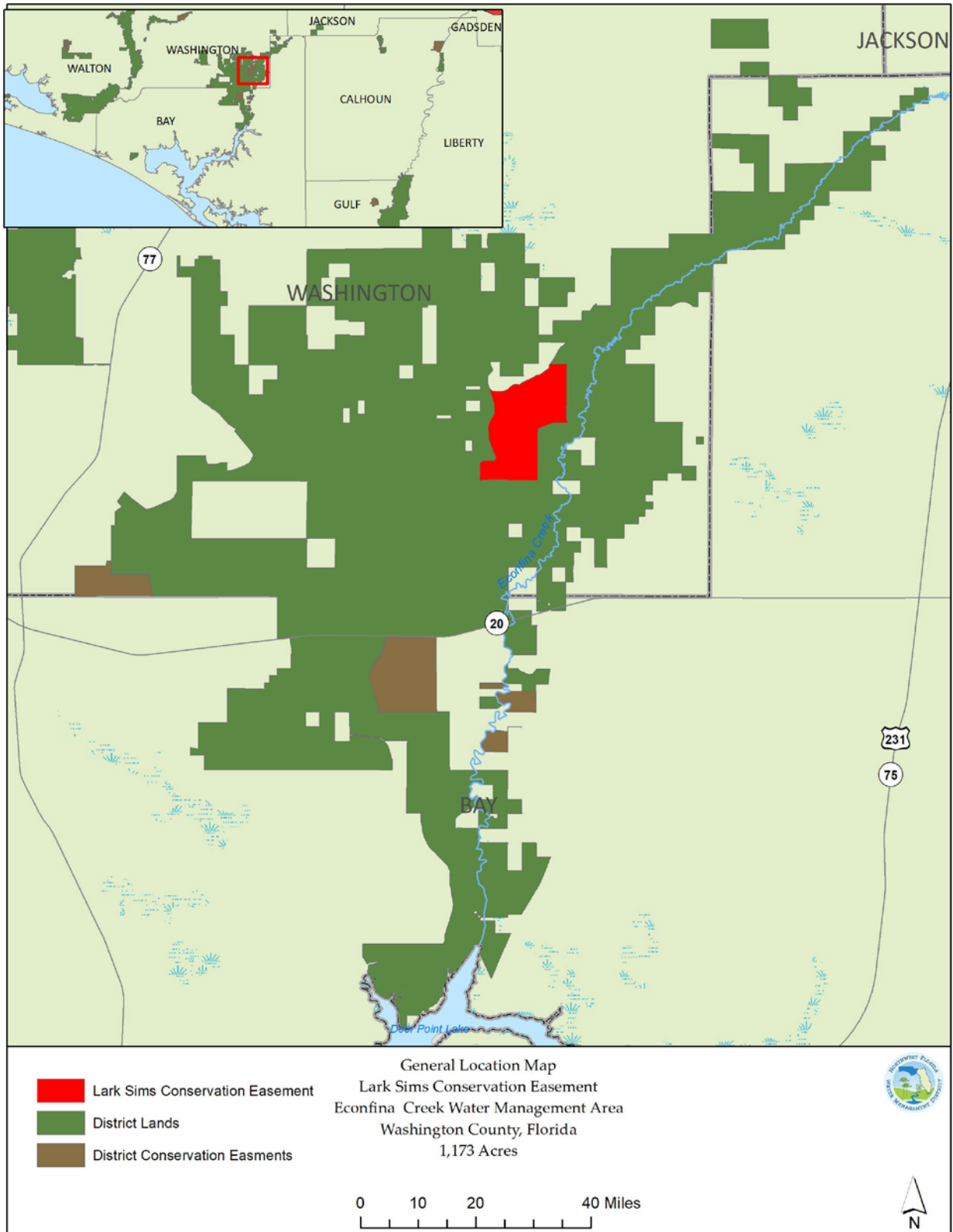
Background

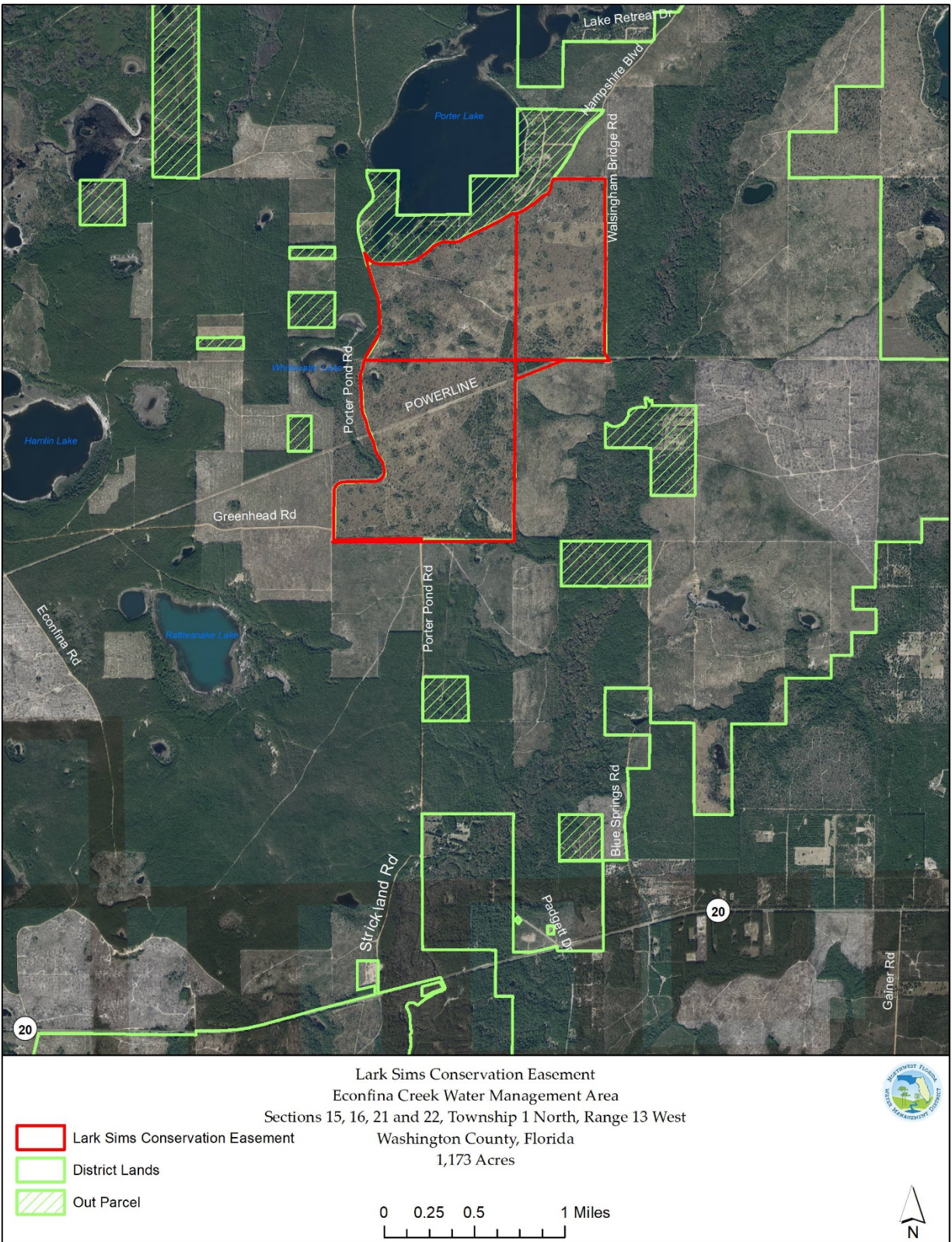
The owners of the Lark Sims Conservation Easement Property have made a request to the District to place solar panels on the Property (see attached maps) starting at the powerline and proceeding north toward Hampshire Boulevard.

The Lark Sims Conservation Easement Property is located east of Porter Pond Road in Washington County and is surrounded by District property on all four sides. The District purchased the Conservation Easement on this Property with Florida Forever funds in 2003. The Conservation Easement was initially purchased from Marvin Urquhart and Bill Perry; however, in 2005, the Property was sold to Paul Sims and Stephen Sims. In 2016, Paul Sims sold his undivided one-half interest in the Property to Will Lark.

To date, the Lark Sims Conservation Easement has been amended one time. In 2016, the Easement was amended to allow 2,035 square feet to be added to the existing lodge.

BC/cb





NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Carol L. Bert, Asset Management Administrator

DATE: May 7, 2019

SUBJECT: Consideration of Acceptance of the Appraisals and Approval of the Purchase and Sale Agreement for the Dry Creek Plantation, LLC Conservation Easement; Chipola River Water Management Area

Recommendation:

Staff recommends the Governing Board accept the appraisals prepared by Bell, Griffith and Associates, Inc. and Candler, Moses and Associates and the review appraisal prepared by Brown Bevis Real Estate Appraisers, Inc., for the Dry Creek Plantation, LLC Conservation Easement in Jackson County and authorize the Executive Director to execute the following documents: the Purchase and Sale Agreement, Conservation Easement and all closing documents on behalf of the District with Dry Creek Plantation, LLC for the acquisition of the Dry Creek Plantation, LLC Conservation Easement for \$194,378.40, subject to the terms and conditions of the Agreement, approval of the agreement by legal counsel and the Seller and the approval by the Legislative Budget Committee.

Background:

Staff obtained two separate appraisals and a review appraisal of those two appraisals for the Dry Creek Plantation, LLC property. The appraisals were prepared by Bell, Griffith and Associates, Inc. and Candler, Moses, and Associates. The review appraisal was prepared by Brown Bevis Real Estate Appraisers, Inc. Each of the above-named appraisers is 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 a conservation easement on approximately 433.66 acres (see attached map) in Jackson County from Dry Creek Plantation, LLC. The property is bisected by Highway 73; the tract has frontage along Dry Creek, and contains some karst points and is located north of Rook

Spring Group. The Dry Creek Plantation, LLC conservation easement is located within the Chipola Springs Groundwater Contribution Area.

Purchase Price. The purchase price negotiated by staff for the conservation easement is \$194,378.40, or \$448.23 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 springs protection. Adequate funding is budgeted in the FY 2018-19 budget for this acquisition.

Appraisal/Review Appraisal. The District paid for the appraisals and review appraisal at a combined cost of \$10,300.

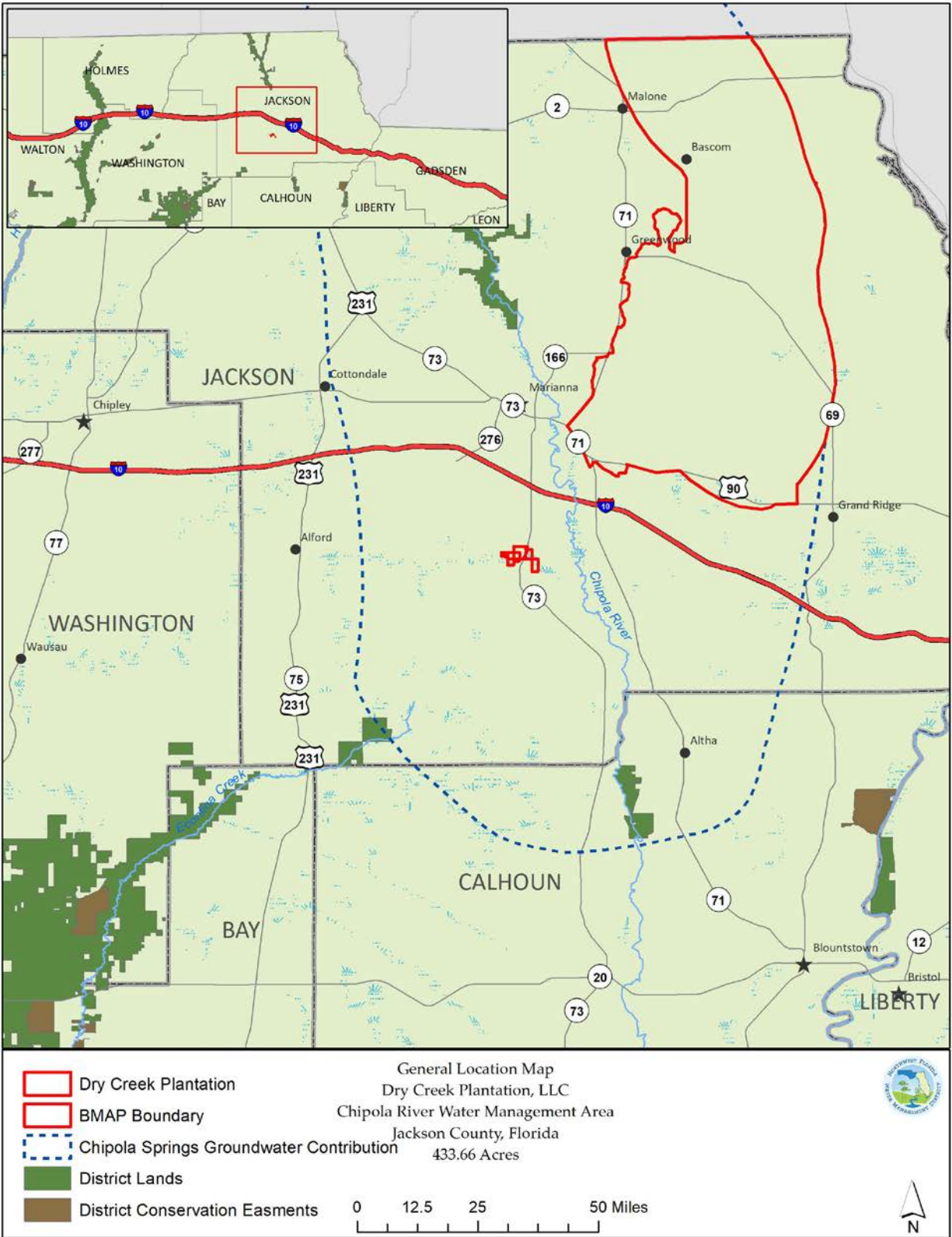
Survey. The District will hire a surveyor to prepare a survey and delineate the ordinary high-water line, estimated at \$17,500.

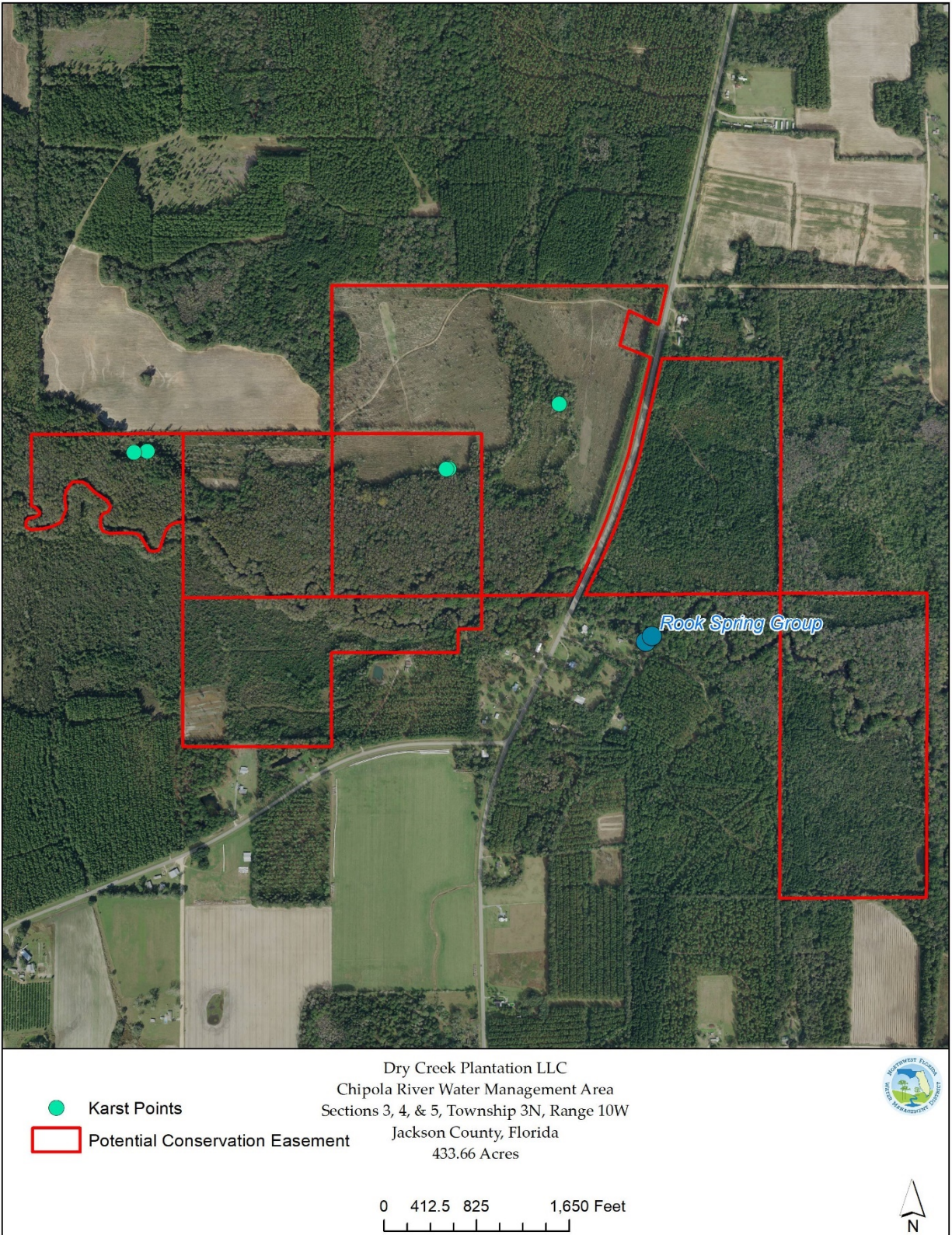
Environmental Site Assessment. The District will pay for the environmental site assessment, estimated at \$5,000.

Baseline Documentation Report. The District will pay for the baseline documentation report, estimated at \$5,000.

Title Insurance. The District will pay for the cost of the title exam and premium, estimated at \$1,547. The cost of document preparation and recording fees will be paid by the District and are estimated at \$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.

cb





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____ day of _____, 2019, between **DRY CREEK PLANTATION, LLC**, a Florida limited liability company, whose address is 12129 Panama City Beach Highway, Panama City Beach, FL 32407, 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 located in Sections 3, 4 and 5, Township 3 North, Range 10 West, Jackson County, Florida, identified on the map set forth in **Exhibit A** hereto and to be more particularly described by survey obtained by Purchaser (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 One Hundred Ninety-Four Thousand Three Hundred Seventy-Eight and 40/100 Dollars (\$194,378.40).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$448.23 per acre ("Acre Price") for an estimated 433.66 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 survey 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 survey may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the survey determine that the total acreage of the Property is more than 433.66 acres or less than 433.66, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$448.23 by the acreage shown on the final survey; 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 survey) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the Acre Price decreases below \$448.23, then Seller shall have the option to either terminate this Agreement or proceed to Closing at the reduced Acre Price. Seller shall notify Purchaser in writing of its decision within ten (10) days of Seller's receipt of notice of the reduced Acre Price.

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 title policy 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. **Survey.** Purchaser will obtain a current survey of the Property acceptable to Purchaser and Seller. Purchaser shall have the right to object to any matters reflected on the survey, and such objections shall be treated in the same manner as an objection to title. The cost of the survey 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 December 31, 2019, 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 December 31, 2019. 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 approval of the Legislative Budget Committee and 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 Non-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 shall be paid by Seller at closing, if due and payable at that time, and if not due and payable at closing, then 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 December 6, 2018, 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, if any, 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 December 6, 2018. Since December 6, 2018, 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: Dry Creek Plantation, LLC
Attn: E. Anthony Dubose, Managing Member
12129 Panama City Beach Highway
Panama City Beach, Florida 32407

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

Seller's representative in matters relating to this Agreement will be E. Anthony Dubose. Purchaser's representative in matters relating to this Agreement will be Lennie Zeiler, Director of 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 Survey, Title Commitment and Environmental Assessment provided for herein;

(c) All of the representations and warranties contained in Sections 7 and 12 hereof shall be true and accurate as of the Closing and all covenants contained in said Sections 7 and 12 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; and

(l) The **Purchaser** may terminate this Agreement for any reason, or no reason, 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. INTENTIONALLY OMITTED

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 May 23, 2019.

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.

SELLER:

DRY CREEK PLANTATION, LLC

By: _____
E. Anthony Dubose, Managing Member
Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
George Roberts, Chair
Date: _____

EXHIBIT A

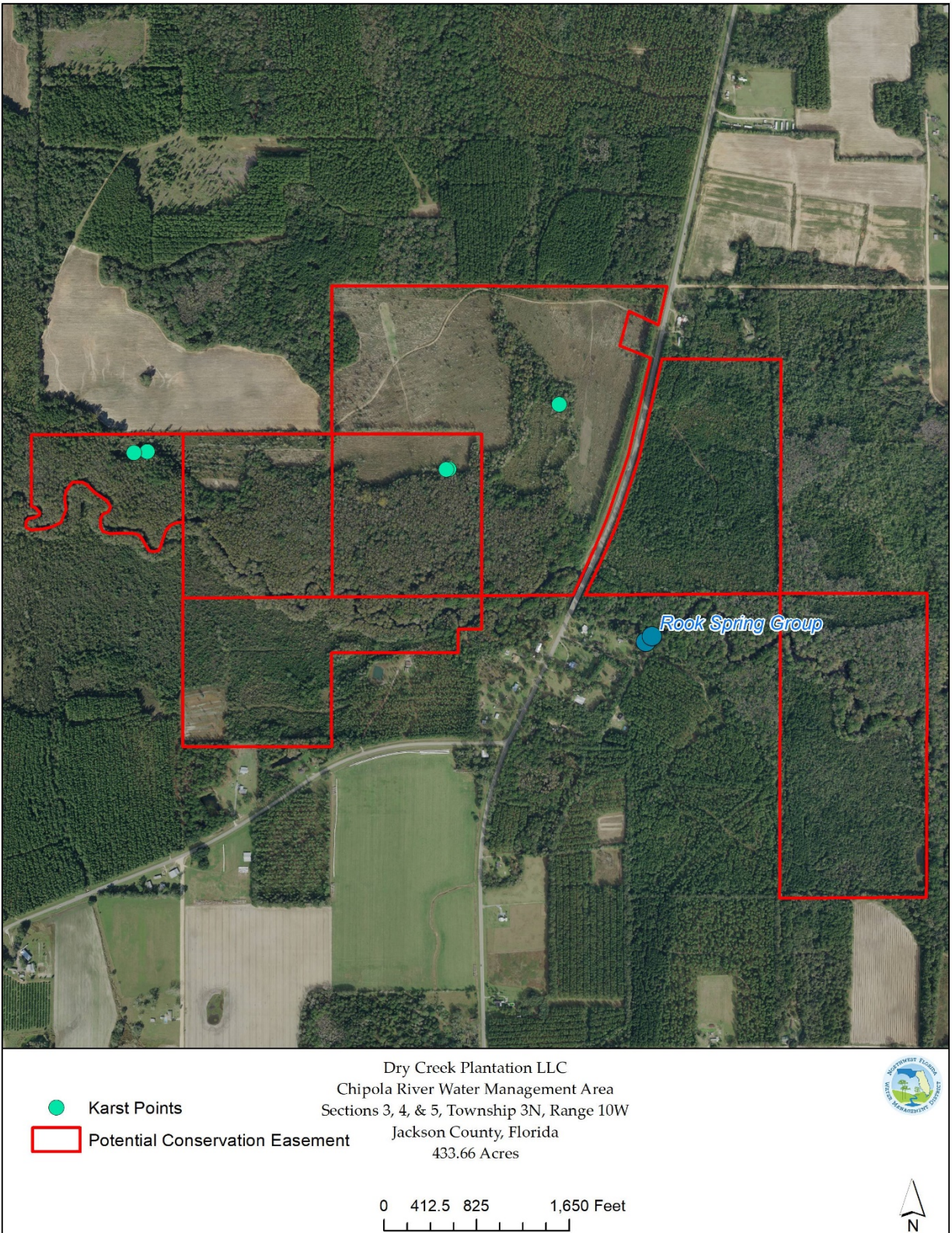


EXHIBIT B

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made and entered into this ____ day of _____, 2018, by and between Dry Creek Plantation LLC, having a mailing address of 12129 Panama City Beach Parkway, Panama City Beach, Florida 32407, (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 Jackson 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 with both parties having a common purpose of conserving and protecting in perpetuity the natural and hydrological integrity of the Property, including the Property’s natural features, water resource benefits and 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 the Chipola River, while preserving the remainder of the Property as productive forest land that sustain 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 (2018), as modified or amended, on, over, upon and across the Property of the nature, character, and extent hereinafter set forth:

- 1. EASEMENT.** By this grant, the Grantor grants and conveys to the Grantee an easement in perpetuity upon the Property, the “Easement.” The Easement is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor and its personal representatives, successors and assigns, lessees, agents and licensees. Grantor intends that this Easement will confine the use of the Property to such activities that are consistent with the purposes of this Easement and that Grantor will be afforded protection from liability in accordance with Sections 373.1395(5) and 375.251, Florida Statutes, as modified or amended.

2. **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, water resource benefits and especially its contribution to protecting and enhancing the quality and quantity of water that flows into the Chipola River.

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

A. **Fee Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee 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 19 hereof, Grantor retains the right to sell, rent, lease or mortgage the Property with the 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 state or federal government regulated U.S. 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 property located on the west side of Highway 73 may be divided once into two parcels, and (ii) the property located on the east side of Highway 73 may be divided once into two parcels.

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

E. **Construction.** Grantor retains the right to construct new non-residential structures on the Property outside of the residence site as long as the Total Impervious Surface Amount is not exceeded.

F. **Existing Structures and Facilities.** Grantor reserves the right to repair and replace to existing size and in its existing location the structures and associated facilities located on the Property as identified in the Baseline Documentation Report. Additional structures must be approved in writing by Grantee prior to any construction. Grantee will approve any reasonable request for additional structures as long as the Total Impervious Surface Amount is not exceeded.

G. **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 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.

H. **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.

I. **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 and the Silviculture Land as shown on Exhibit “D”. The Grantor may not convert this acreage to a more intensive use than conventional Silviculture activities would allow. 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 and the following:

1. 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.
- 2 Fertilizer applications are limited to 40 pounds of nitrogen per acre per year.

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.

J. **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 for its approval before undertaking any activities. Grantee will approve any reasonable request.

K. **Fencing.** Grantor retains the right to repair existing fence and install fencing on the Property.. Fencing shall avoid wetland areas and Grantor shall submit a map or drawing delineating the location of the proposed fencing to Grantee for its approval prior to construction.. Grantee will approve any reasonable request.

L. **Signs.** Signs that prohibit hunting or trespassing and signs marketing or identifying the property are allowed. Grantor shall submit in writing a request for construction of any other type of sign to Grantee for its approval prior to construction of such signs. Grantee will approve any reasonable request.

M. **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.

N. **Wildlife Food Plots.** Grantor retains the right to develop a maximum total of twenty (20) acres of the Property into wildlife food plots pursuant to Florida Fish and Wildlife Conservation Commission (FWC) guidelines. Grantor shall abide by paragraphs 3.R. and 5.O. in this Easement regarding fertilization and herbicides used in developing and maintaining such food plots on the Property.

O. **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.

P. **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.

Q. **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.

R.. **Mowing and Mulching.** Grantor may engage in mowing and mulching activities in the upland portion of the property.

S. **Approvals.** The Grantee may take any action on any request by Grantor for approval or consent under this Easement in its reasonable discretion.

4. **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 two (2) acres (the "Total Impervious Surface Acreage").

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

A. **Subdivision.** There shall be no subdivision except as allowed in the Rights Reserved to Grantor section of this Easement.

B. **Construction.** There shall be no construction except as allowed in the Rights Reserved to Grantor provision of this Easement.

C. **Construction of Roads.** There shall be no construction of new roads, or improvement by hard surfacing or building up, or expansion of the number of lanes in, existing roads except as allowed in the Rights Reserved to Grantor provision of this Easement.

D. **Conversion of, Wetland, Water Retention Areas and Karst Features.** There shall be no conversion to other land uses or more improved uses of areas identified in the Baseline

Documentation Report as wetlands, water retention areas and karst depressions or other features connected to spring conduits.

E. **Waters, Hydrology and Drainage.** There shall be no 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.

F. **Dumping.** There shall be no dumping or placement 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 shall be dumped or placed on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities.

G. **Exotic Plants.** There shall be no 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.

H. **Exotic Animals.** There shall be no type of exotic animal or an animal that is not native to Florida placed on the Property without the prior written permission of Grantee. Such requests will be considered in consultation with the FWC.

I. **Archaeological Sites.** There shall be no acts or uses on 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.

J. **Minerals Removal.** There shall be no 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 section of this Easement.

K. **Cutting Timber in Wetland Areas.** There shall be no cutting or removing existing timber in the wetland areas except for those areas referenced as Silviculture Land on Exhibit "D". There shall be no conversion of the Silviculture Land or the remaining wetlands as shown on Exhibit "D". Grantee shall have complete timber rights in the remaining wetlands as shown on Exhibit "D".

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.

L. **Improved Pasture.** There shall be no conversion of the Property to improved pasture except as allowed in the Rights Reserved to Grantor provision of the Easement.

M. **Cattle or Other Livestock.** There shall be no type of cattle or other livestock production except as allowed in the Rights Reserved to Grantor section of this Easement. In addition to the applicable Florida Department of Agriculture Best Management Practices (BMP), the Grantor shall:

1. Install exclusion fencing from all wetlands, sinkholes, and other karst features as designated in Exhibit "B".
2. Request and receive approval from the Grantee before the construction and installation of wells, piping, troughs, working pens, and other cattle or livestock management needs.

N. **Mowing and Mulching.** There shall be no mowing and mulching activities on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.

O. **Pesticides, Herbicides and Fertilizers.** There shall be no application of fertilizers, pesticides and herbicides in excess of such amounts and such frequency of application that constitute the minimum necessary to perform noxious weed control, and habitat enhancement and restoration, and provided that such chemicals shall be applied by non-aerial means. 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 request permission of Grantee to utilize 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 wetlands, sinkholes and other karst features that are connected to spring conduits.

P. **Vegetable and Agronomic Crops.** There shall be no vegetable or agronomic crop activities on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.

Q. **Trails.** There shall be no trails on the property except as allowed in the Rights Reserved to Grantor section of this easement.

6. **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.

7. **DURATION OF EASEMENT.** This Easement granted unto Grantee 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 government 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 the contribution 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, 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.
8. **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.
9. **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 (2017), 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.
10. **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: Dry Creek Plantation, LLC
c/o E. Anthony Dubose, Managing Member
12129 Panama City Beach Parkway
Panama City Beach, Florida 32407

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

With a copy to:
Pennington, P.A.
c/o J. Breck Brannen, Esq.
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.

11. **CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the natural, and hydrological 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 3 hereof.
12. **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.

13. **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.

14. **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.
15. **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 interest in this Easement 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 then 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 Jackson County, Florida.

16. **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.

17. **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.
18. **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, 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.
19. **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 Second Judicial Circuit of Florida acting upon a petition filed by either party.
20. **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.

21. **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, Florida Statutes (2017), or extend Grantee's liability beyond the limits established in Section 768.28, Florida Statutes (2017).
22. **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.
23. **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.
24. **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.
25. **UNITY OF INTEREST.** Grantee shall not be obligated, by virtue of multiple Grantor's with interest in the Property, to undertake or suffer any duplication of burdens or compliance imposed by this Easement. All administration of Grantees' 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, if and when applicable) shall be designated as the Coordinating Grantor until such time as notice of a substitute Grantor is provided to Grantee.
26. **EXISTING MORTGAGE.** _____, the owner and holder of that certain mortgage recorded at O.R. Book ___, Page ___, in the Public Records of Jackson County, Florida, joins in and consents to, and subordinates its mortgage to, this Easement as set forth in the Joinder, Consent and Subordination attached hereto as Exhibit "C" and incorporated herein.
27. **AD VALOREM TAXES.** Grantor agrees to make timely payment of all ad valorem taxes and non-ad valorem assessments on the Property. Grantee shall cooperate with the Grantor, if requested by Grantor, in establishing that the Property was used for a bona fide agricultural purpose including, but not limited to, providing evidence and testimony to the

property appraiser and value adjustment board.

- 28. RELATIONSHIP OF PARTIES.** This Easement shall not create a joint venture or partnership relationship between the Parties.
- 29. NOTICE OF VIOLATION.** In the event of violation of any of the terms and conditions hereof, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law.
- 30. GOVERNING LAW; VENUE.** This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of this Easement shall be in Leon County, Florida, and if in federal court, shall be exclusively in the Northern District of Florida, Tallahassee Division.
- 31. ENTIRE AGREEMENT.** This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be modified except pursuant to Section 13.

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:

Print Name:_____

Print Name:_____

GRANTOR
DRY CREEK PLANTATION, LLC

By:_____
Print Name:_____
Its:_____

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 _____, 2019.

(seal)

Signed

Printed
NOTARY PUBLIC
My Commission Expires:

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 _____, 2019.

(seal)

Signed

Printed
NOTARY PUBLIC
My Commission Expires:

EXHIBIT “A”
(legal description)

To be determined by survey.

EXHIBIT “B”
(baseline documentation map)

EXHIBIT "C"

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$_____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "A" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of Northwest Florida Water Management District, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this _____
_____ day of _____, 2019.

By: _____
(Signature)

(Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by
_____ (print name), as _____
_____ (title) of _____ (Grantor of Mortgage), on behalf of the
_____ (Mortgagee, Grantor of the conservation Easement). He/She is
personally known to me or has produced a _____ (state) driver's license
as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT “D”

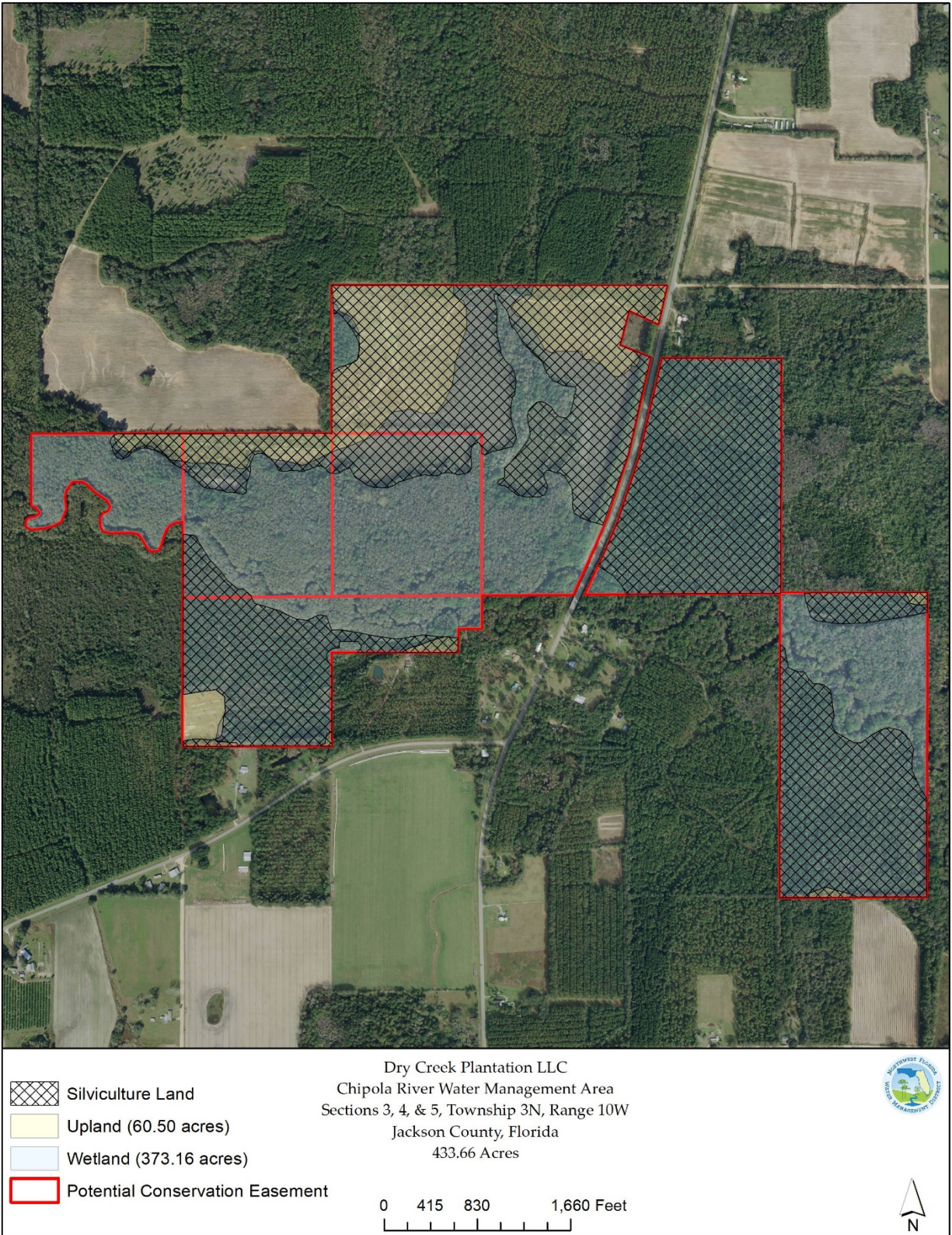


EXHIBIT C

TITLE, POSSESSION AND NON-LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared E. Anthony Dubose as Managing Member of Dry Creek Plantation, LLC, 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 2019, 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 or its members 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 conservation easement 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 December 6, 2018. Since December 6, 2018, 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 Grantor is 45-0612074.

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 conservation easement 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 conservation easement 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 conservation easement on 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.

By: _____
E. Anthony Dubose, Managing Member of Dry
Creek Plantation, LLC

Sworn to and subscribed before me this _____ day of _____, 2019, by E. Anthony Dubose, Managing Member of Dry Creek Plantation, LLC.

Notary Public, State and County Aforesaid

My Commission Expires:

EXHIBIT A

[Legal Description]

To be determined by survey.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: May 14, 2019

There are no pending cases in which the District is a party.