

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Thursday, February 8, 2024
700 US Highway 331 South
DeFuniak Springs, Florida 32435**

1. Opening Ceremonies

Called to order at 1:01 p.m.

Savannah Shell called the roll and a quorum was declared present.

Present: George Roberts, Chair; Jerry Pate, Vice Chair; John Alter; Gus Andrews; Ted Everett; Kellie Ralston; Anna Upton

Absent: Nick Patronis, Secretary-Treasurer

2. Special Thanks and Recognition

Kellie Ralston was recognized for her recent appointment to the Environmental Regulation Commission by Governor Ron DeSantis.

3. Changes to the Agenda

None.

4. Approval of the Minutes for January 11, 2024

MOTIONED BY JERRY PATE, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR JANUARY 11, 2024. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Approval of the Financial Reports for the Month of December 2023

MOTIONED BY JERRY PATE, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF DECEMBER 2023. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Amendment No. 2 to the Fiscal Year 2023-2024 Budget

MOTIONED BY JERRY PATE, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 936 AMENDING THE FISCAL YEAR 2023-2024 BUDGET AND ALLOW STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Employee Health and Life Insurance

MOTIONED BY JERRY PATE, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE RENEWAL OF THE ANNUAL EMPLOYEE HEALTH AND LIFE INSURANCE POLICIES BEGINNING APRIL 1, 2024, AND ENDING MARCH 31, 2025. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Request for Access Easement Across District Lands to Benefit the Hodges Parcel; Econfin Creek WMA

MOTIONED BY TED EVERETT, SECONDED BY JERRY PATE, THAT THE GOVERNING BOARD APPROVE THE GRANT OF A 20-FOOT ACCESS EASEMENT TO BENEFIT THE HODGES PARCEL IN WASHINGTON COUNTY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Consideration of Five-Year Cooperative Services Agreement with FWC for SHLMB Property

MOTIONED BY TED EVERETT, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE A FIVE-YEAR COOPERATIVE MANAGEMENT AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR THE MANAGEMENT OF THE SAND HILL LAKES MITIGATION BANK PROPERTY AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH FWC IN AN AMOUNT UP TO \$150,000 PER YEAR TO FACILITATE THIS WORK, SUBJECT TO APPROVAL AND ADOPTION OF THE BUDGET FOR EACH FISCAL YEAR AND LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Consideration of Three-Year Cooperative Services Agreement with the US Department of Agriculture and Consumer Services-Animal and Plant Health Inspection -Wildlife Services (USDA-APHIS-WS) for Nuisance Wildlife Control Services on District Lands

MOTIONED BY JOHN ALTER, SECONDED BY JERRY PATE, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A THREE-YEAR COOPERATIVE SERVICES AGREEMENT WITH THE US DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ANIMAL AND PLANT HEALTH INSPECTION - WILDLIFE SERVICES PROGRAM TO PROVIDE NUISANCE WILDLIFE CONTROL SERVICES ON DISTRICT LANDS IN AN AMOUNT UP TO \$35,958.30 FOR FY 2023-24, UP TO \$38,692.83 FOR FY 2024-25, AND UP TO \$42,436.23 FOR FY 2025-26, SUBJECT TO APPROVAL AND ADOPTION OF THE BUDGET FOR EACH FISCAL YEAR AND LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

11. Consideration of Funding Request from Gulf County for the Pilot Distributed Wastewater Grant Program

MOTIONED BY TED EVERETT, SECONDED BY JERRY PATE, THAT THE GOVERNING BOARD APPROVE THE GULF COUNTY SEPTIC TO DISTRIBUTED WASTEWATER TREATMENT SYSTEM PROGRAM PROJECT FOR \$1,672,000 AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY FOR UP TO THIS AMOUNT TO IMPLEMENT THE PROJECT, SUBJECT TO LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

12. Public Hearing on Consideration of Regulatory Matters

Called to order at 1:30 p.m.

A. Permit Renewal

A-1 Applicant: Judd Mooso, Destin Water Users, Inc.
App. No.: 2B-091-119-14
Use: Public Supply

MOTIONED BY JERRY PATE, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE APPLICATION NO. 2B-091-119-14, JUDD MOOSO, DESTIN WATER USERS, INC., PER THE RECOMMENDATIONS AND CONDITIONS OF THE STAFF REPORTS AND PER THE TERMS AND CONDITIONS OF THE PERMIT DOCUMENTS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

13. Public Hearing on Consideration of Florida Forever Water Management District Work Plan (Carol Bert, p. 40)

Called to order at 1:38 p.m.

MOTIONED BY JERRY PATE, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE FLORIDA FOREVER WATER MANAGEMENT DISTRICT WORK PLAN. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

14. Operation Outdoor Freedom Hunt

Informational purposes only.

15. Legislative Update

Informational purposes only.

16. Legal Counsel Report

Gene Adams provided a status update on the case referenced below.

Michael Lee vs. Northwest Florida Water Management District, Walton County Circuit Court Case No. 2023-CA-000266

17. Executive Director Report

Meeting was adjourned at 1:52 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending January 31, 2024

Balance Forward - Operating Funds \$38,203,237.69

Operating Funds Received in current month:

Revenue Receipts, Current	\$775,214.92	
Contracts Receivable	118,460.46	
Other Deposits/Refunds/Adjustments	21,517.34	
Transfers from Lands Accounts	0.00	
Total Deposits during month	915,192.72	915,192.72

Total Deposits and Balance Forward \$ 39,118,430.41

Disbursements:

Employee Salaries	500,005.77	
Employee Benefits	420,129.03	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	1,403,128.66	
Operating Expenses - Services	109,398.67	
Operating Expenses - Commodities	123,910.81	
Operating Capital Outlay	33,216.02	
Grants and Aids	112,803.75	
Total Operating Expenses during month	2,702,592.71	
Payables, Prior Year	958,254.77	
Other Disbursements or (Credits)	22,686.21	
Total Funds Disbursed by check during month	3,683,533.69	
Bank Debits (Fees, Deposit Slips, etc.)	0.89	
Transfer to Land Acquisition/Cypress Account	0.00	
Total Funds Disbursed	3,683,534.58	3,683,534.58

Cash Balance Operating Funds at month end \$ 35,434,895.83

Operating Depositories:

Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking	1,342,192.71	
Payroll Account	6,000.00	
Passthrough (EFT) Account	0.00	
Investment Accounts:		
Fla. Board of Administration @ 5.57 %		
General Fund	12,850,297.91	
Lands Fee Fund	4,399,074.91	
Ecosystem TF	48,972.86	
Water Prot. & Sust. Program TF	103,336.45	
Okaloosa Regional Reuse	97,753.29	
Mitigation Fund	16,587,017.45	

Total Operating Depositories at month end \$ 35,434,895.83

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending January 31, 2024

Land Acquisition Funds:

Fla. Board of Administration @ 5.57 %	\$	306,981.54	
Total Land Acquisition Funds			306,981.54

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 5.57 %		42,355.03	
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Fla. Board of Administration Cypress Springs R&M Account @ 5.57 %		<u>837,735.76</u>	
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Total Restricted Land Management Funds			<u>880,090.79</u>
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Total Land Acquisition, and Restricted Management Funds			<u>1,187,072.33</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u><u>\$ 1,187,072.33</u></u>
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Approved: _____
Chairman or Executive Director

Date: March 14, 2024

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending January 31, 2024
(Unaudited)

	Current Budget	Actuals Through 1/31/2024	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,900,000	\$ 3,182,404	\$ (717,596)	82%
Intergovernmental Revenues	103,858,182	68,554	(103,789,628)	0%
Interest on Invested Funds	88,500	544,515	456,015	615%
License and Permit Fees	655,000	219,585	(435,415)	34%
Other	1,212,897	311,291	(901,606)	26%
Fund Balance	29,136,902		(29,136,902)	0%
Total Sources	\$ 138,851,481	\$ 4,326,348	\$ (134,525,133)	3%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 6,880,363	\$ 928,755	\$ 2,759,277	\$ 3,192,331	13%	54%
Acquisition, Restoration and Public Works	92,960,048	730,610	33,934,111	58,295,327	1%	37%
Operation and Maintenance of Lands and Works	7,793,515	2,581,198	3,063,493	2,148,825	33%	72%
Regulation	4,718,462	1,216,615	268,299	3,233,548	26%	31%
Outreach	158,662	49,053	348	109,261	31%	31%
Management and Administration	2,761,606	723,998	111,583	1,926,025	26%	30%
Total Uses	\$ 115,272,656	\$ 6,230,229	\$ 40,137,110	\$ 68,905,318	5%	40%
Reserves	23,578,825			23,578,825	0%	0%
Total Uses and Reserves	\$ 138,851,481	\$ 6,230,229	\$ 40,137,110	\$ 92,484,143	4%	33%

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 January 31, 2024, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
GENERAL FUND
JANUARY 2024

CHECKS	01/05/2024	\$	117,988.62
ACH TRANSFERS	01/05/2024		330,738.43
DIRECT DISBURSMENT	01/05/2024		66,874.01
RETIREMENT	01/05/2024		147,076.46
CHECKS	01/11/2024		485,379.00
ACH TRANSFERS	01/12/2024		175,409.85
CHECKS	01/18/2024		188,327.74
ACH TRANSFERS	01/19/2024		1,130,570.89
DIRECT DISBURSEMENTS	01/19/2024		5,288.59
VOID CHECKS	01/19/2024		-1,954.17
VOID CHECKS	01/22/2024		-70.00
CHECKS	01/25/2024		152,885.91
ACH TRANSFERS	01/26/2024		262,952.71
DIRECT DISBURSEMENTS	01/26/2024		6,825.00
RETIREMENT	01/31/2024		99,826.18

\$ 3,168,119.22

Chairman or Executive Director

March 14, 2024
Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
95	AT&T	538.92	PHONE SERVICE EFO	1/5/2024
2992	BANK OF AMERICA	445.16	ONLINE ACCESS TO BANK ACCOUNT	1/5/2024
2992	BANK OF AMERICA	1,220.84	NOVEMBER 2023 ANALYSIS STATEMENT	1/5/2024
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	674.92	MEDICARE	1/5/2024
4676	CITY OF MILTON FLORIDA	38.35	SEWER MILTON OFFICE	1/5/2024
4676	CITY OF MILTON FLORIDA	85.56	DUMPSTER SERVICE	1/5/2024
3289	CITY OF TALLAHASSEE	48.07	LAKESHORE & I10	1/5/2024
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	8,410.18	LABORATORY ANALYSIS - GW QUALITY TREND NETWORK	1/5/2024
2171	ESRI, INCORPORATED	70,900.00	ESRI ENTERPRISE ADVANTAGE PROGRAM (EEAP)	1/5/2024
5346	EXPERT TUNE	805.07	(4) 265/70R17 TIRES FOR WMD-96375	1/5/2024
2713	FL DEPT OF AG. & CONSUMER SERVICES	17,781.25	MOBILE IRRIGATION LAB FY 2020-2	1/5/2024
916	FPL NORTHWEST FLORIDA	503.43	DEFUNIAK ELECTRIC	1/5/2024
5945	FURRIN AUTO ALLEY	202.57	MINOR SERVICE FOR FLEET VEHICLES	1/5/2024
5945	FURRIN AUTO ALLEY	122.57	MINOR SERVICE FOR FLEET VEHICLES	1/5/2024
349	GADSDEN COUNTY PROPERTY APPRAISER	572.39	2ND QTR FY 23-24	1/5/2024
666	JEFFERSON COUNTY PROPERTY APPRAISER	207.31	2ND QTR FY 23-24	1/5/2024
5613	LYLE MACHINERY CO.	1,952.12	NEW TRACKS FOR BOBCAT LOADER ID#01769	1/5/2024
3062	MILLS WELL DRILLING	150.00	REFUND WELL PERMIT 315077 OVERPAYMENT	1/5/2024
3406	NEECE TRUCK TIRE CENTER INC.	52.65	RUNNING PO FOR MINOR REPAIRS FOR WMD-96371	1/5/2024
5950	PRESS PRINT GRAPHICS LLC	1,164.94	REPLACEMENT SIGNS - BOYNTON LANDING	1/5/2024
4577	SOUTHERN TIRE MART, LLC	1,043.52	REPLACEMENT TIRES - WMD 96272	1/5/2024
4832	SUN LIFE FINANCIAL	5,195.72	SUNLIFE #4 DENTAL	1/5/2024
4832	SUN LIFE FINANCIAL	57.00	SUNLIFE #5 PREPAID DENTAL	1/5/2024
4834	SUN LIFE FINANCIAL	969.78	SUNLIFE 1 - AD&D	1/5/2024
4834	SUN LIFE FINANCIAL	2,630.01	SUNLIFE 2 - VOL LIFE	1/5/2024
4834	SUN LIFE FINANCIAL	80.75	EMPLOYEE ASSISTANCE PROGRAM	1/5/2024
4833	SUN LIFE FINANCIAL	910.93	SUNLIFE #3 VOL LTD	1/5/2024
5250	SUN LIFE FINANCIAL - VISION	561.86	SUNLIFE #6 VISION	1/5/2024
382	WASHINGTON COUNTY NEWS	245.10	LEGAL AD	1/5/2024
4626	WASTE PRO OF FLORIDA, INC	199.10	SOLID WASTE HQ	1/5/2024
4626	WASTE PRO OF FLORIDA, INC	218.55	DUMPSTER FOR ECONFINA OFFICE AND CANOE LAUNCH	1/5/2024
TOTAL CHECKS		\$117,988.62		
3293	ANGUS G. ANDREWS, JR.	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO	1/5/2024
1617	CAPITAL HEALTH PLAN	91,692.68	MEDICAL INSURANCE	1/5/2024
1023	CAPITAL HITCH SERVICE, INC	2,324.17	WINCH AND REAR BUMPER FOR WMD-96837	1/5/2024
4961	PETER FOLLAND	110.00	TRAVEL REIMBURSEMENT	1/5/2024
4961	PETER FOLLAND	126.00	TRAVEL REIMBURSEMENT	1/5/2024
4961	PETER FOLLAND	90.00	TRAVEL REIMBURSEMENT	1/5/2024
5925	IAN WATERS	126.00	TRAVEL REIMBURSEMENT	1/5/2024
5925	IAN WATERS	90.00	TRAVEL REIMBURSEMENT	1/5/2024
5925	IAN WATERS	126.00	TRAVEL REIMBURSEMENT	1/5/2024
4952	LAW, REDD, CRONA & MUNROE, P.A.	1,848.00	INSPECTOR GENERAL SERVICES AGREEMENT 18-051	1/5/2024
76	LEON COUNTY PROPERTY APPRAISER	2,278.21	2ND QTR FY 23-24	1/5/2024

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
5728	MERIT FIRST LLC	218,640.00	HURRICANE SERVICE DEBRIS	1/5/2024
5894	ODESSA CLEANING SERVICE LLC	225.00	ECONFINA FIELD OFFICE CLEANING	1/5/2024
1180	PRIDE ENTERPRISES	3,439.48	REPLACEMENT TABLES AND TRASH RECEPTACLES	1/5/2024
3213	SHI INTERNATIONAL CORP	1,204.58	SHAREPOINT WORKFLOW DEVELOPMENT	1/5/2024
4799	STAPLES CONTRACT & COMMERCIAL, INC.	27.51	BUSINESS CARDS-WHITE	1/5/2024
5885	SYDNEY BUNCH	123.00	TRAVEL REIMBURSEMENT	1/5/2024
5218	WAGeworks, INC.	142.80	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION	1/5/2024
TOTAL ACH PAYMENTS		\$330,738.43		
5944	REFUND NIC	150.00	P315365 KEN GREENWOOD OVERPMT	1/5/2024
5944	REFUND NIC	100.00	P315197 JEFFREY BROCK OVERPAYMENT REFUND	12/28/2023
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	3,022.67	RETIREE	1/5/2024
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	63,601.34	EMPLOYEE MEDICAL INSURANCE	1/5/2024
TOTAL DIRECT DISBURSEMENTS		\$66,874.01		
TOTAL AP		\$515,601.06		
5996	5M CONSTRUCTION RESOURCES INC	10,875.00	CONCRETE PAD INSTALLATION AND PLATFORM REMOVAL	1/11/2024
5870	AEM ENVIRONMENTAL TECHNOLOGY, LLC	142.45	BATTERY FOR WMD-96839	1/11/2024
5768	ALFORD BROTHERS INC	39.90	MINOR REPAIRS FOR REG VEHICLES	1/11/2024
5768	ALFORD BROTHERS INC	69.95	MINOR REPAIRS FOR REG VEHICLES	1/11/2024
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	1,975.62	LABORATORY ANALYSIS - ECONFINA COLIFORM	1/11/2024
4748	EAST MILTON WATER SYSTEM	23.78	WATER - MILTON OFFICE	1/11/2024
5532	EASY CARE TREE SERVICE LLC	1,700.00	HAZARDOUS TREE REMOVAL - COTTON LANDING CAMPGROUND	1/11/2024
3193	INSURANCE INFORMATION EXCHANGE	147.68	BACKGROUND SCREENING	1/11/2024
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	204.05	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC	1/11/2024
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	97.27	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC	1/11/2024
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	100.13	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC	1/11/2024
3266	LOWE'S COMPANIES INC.	132.05	PORTABLE BATTERY JUMP STARTER FOR HQ	1/11/2024
5791	MOHAWK VALLEY MATERIALS, INC.	344,386.00	DISTRICT ROAD REPAIRS	1/11/2024
5802	MURPHY CASSIDY DIESEL REPAIRS	101.93	MINOR REPAIRS FOR REG VEHICLES	1/11/2024
5802	MURPHY CASSIDY DIESEL REPAIRS	96.53	MINOR REPAIRS FOR REG VEHICLES	1/11/2024
63	NORTHWEST FLORIDA DAILY NEWS	154.45	LEGAL ADS-WATER USE PERMITS	1/11/2024
5085	PATE FARMS, LLC	20,925.00	2023-2024 DISTRICT ROAD REPAIR	1/11/2024
5933	ROGERS BROTHERS LAND CLEARING LLC	78,299.10	DISTRICT ROAD REPAIRS	1/11/2024
110	TALQUIN ELECTRIC COOPERATIVE, INC.	3,190.46	ELECTRIC HQ	1/11/2024
110	TALQUIN ELECTRIC COOPERATIVE, INC.	88.50	SECURITY LIGHTS HQ	1/11/2024
110	TALQUIN ELECTRIC COOPERATIVE, INC.	390.66	WATER/SEWER HQ	1/11/2024
3941	TYLER TECHNOLOGIES, INC.	632.15	TAX FORMS FOR 2023	1/11/2024
4626	WASTE PRO OF FLORIDA, INC	129.18	SOLID WASTE DUMPSTER - FL RIVER	1/11/2024
5612	WETLAND SOLUTIONS, INC.	17,798.00	HYDROLOGIC & WATER QUALITY DAT	1/11/2024

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
5060	XTREME LOGISTICS GULF COAST, LLC	116.16	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	200.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	390.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	190.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	289.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	190.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	487.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	289.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	190.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	190.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	380.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	289.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
5060	XTREME LOGISTICS GULF COAST, LLC	479.00	RENTAL & SERVICE FOR PORTABLE	1/11/2024
TOTAL CHECKS		\$485,379.00		
3269	CDW GOVERNMENT, INC.	1,468.25	MS SURFACE PRO 9 BUNDLE	1/12/2024
5687	COLLINS LAND SERVICES, INC.	25,000.00	HURRICANE MICHAEL REPAIR	1/12/2024
5687	COLLINS LAND SERVICES, INC.	20,000.00	HURRICANE MICHAEL REPAIR	1/12/2024
4855	ENVIRON SERVICES INCORPORATED	2,079.17	JANITORIAL SERVICES FOR HQ	1/12/2024
3002	FLORIDA STATE UNIVERSITY	726.40	OFFSITE DATA STORAGE	1/12/2024
3337	FORESTECH CONSULTING	400.00	LAND MANAGEMENT DATABASE	1/12/2024
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	2,073.00	HQ SECURITY MONITORING AND MAI	1/12/2024
3942	A & W VENTURES, L.C.	275.00	PORTABLE TOILET FOR PHIPPS PARK	1/12/2024
2268	INNOVATIVE OFFICE SOLUTIONS, INC	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037	1/12/2024
5368	KOUNTRY RENTAL NWF, INC.	9,380.00	SERVICE FOR PORTABLE TOILETS-C	1/12/2024
4952	LAW, REDD, CRONA & MUNROE, P.A.	5,351.00	INSPECTOR GENERAL SERVICES AGREEMENT 18-051	1/12/2024
5928	LIVE FLYER INC	20,635.00	2023 WILLIFORD SPRINGS REPAIR	1/12/2024
5146	MICHAEL CORRIE MANNION	1,971.20	STAFF AUGMENTATION FOR CUSTOM APPLICATE #18-066	1/12/2024
5728	MERIT FIRST LLC	65,639.60	HURRICANE SERVICE DEBRIS	1/12/2024
5894	ODESSA CLEANING SERVICE LLC	225.00	ECONFINA FIELD OFFICE CLEANING	1/12/2024
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	49.00	LABORATORY TESTING	1/12/2024
3813	PENNINGTON, P.A.	350.00	TITLE SEARCH	1/12/2024
3813	PENNINGTON, P.A.	11,425.00	LEGAL COUNSEL	1/12/2024
5947	PREVENTIA SECURITY LLC	75.00	DEFUNIAK SECURITY	1/12/2024
5651	SGS TECHNOLOGIE, LLC	373.33	HOSTING & MAINTAINING DIST WEBSITE CON # 19-022	1/12/2024
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	4,481.90	RECREATION SITE CLEAN UP AND M	1/12/2024
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	2,395.00	REPLACE ROTTEN WOOD ON CANOE PLATFORM AT FILLINGIM	1/12/2024
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	200.00	JANITORIAL SERVICES FOR THE MILTON OFFICE	1/12/2024
TOTAL ACH PAYMENTS		\$175,409.85		
TOTAL AP		\$660,788.85		

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
5835	1 HOUR , INC	2,470.31	REPLACEMENT SIGNS FOR WOLF POND NORTH	1/18/2024
4923	JOHN ALTER	112.14	TRAVEL REIMBURSEMENT	1/18/2024
5107	CONSOLIDATED PIPE & SUPPLY COMPANY, INC.	6,136.00	24"" GATE VALVE FOR LAKE JACKSON FACILITY	1/18/2024
6006	DANIEL WALTERS	200.00	REFUND WELL PERMIT 315014-1 WITHDRAWN	1/18/2024
4518	ENGINEERED COOLING SERVICES, INC.	380.00	DIAGNOSTIC/REPAIR FOR MINISPLITS IN THE SHOP	1/18/2024
6011	FIRST BAPTIST CHURCH OF MILTON	220.00	P315564 1ST BAPTIST MILTON FEE TRANSFER OVERPMT	1/18/2024
916	FPL NORTHWEST FLORIDA	671.61	MILTON ELECTRIC	1/18/2024
5990	GREEN GRASS FARMS LLC	505.00	SOD FOR EROSION CONTROL - BRUNSON LANDING	1/18/2024
3542	JAMES WESTBROOK	500.00	REFUND WELL PERMIT 315114-1 DUPLICATE PAYMENT	1/18/2024
4873	MAIN STREET AUTOMOTIVE, INC.	78.92	MINOR REPAIR FOR WMD-2420	1/18/2024
3406	NEECE TRUCK TIRE CENTER INC.	25.57	RUNNING PO FOR MINOR REPAIRS FOR WMD-96371	1/18/2024
5965	NIC SERVICES	1,120.48	FEE FOR ELECTRONIC PAYMENTS	1/18/2024
288	OKALOOSA CO. PROPERTY APPRAISER	1,929.48	2ND QTR FY 23-24	1/18/2024
5085	PATE FARMS, LLC	173,528.23	2023-2024 DISTRICT ROAD REPAIR	1/18/2024
6001	POLLOCK WELL DRILLING INC	450.00	REFUND WELL PERMIT 315086-1 FOR OVERPAYMENT	1/18/2024
TOTAL CHECKS		\$188,327.74		
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	38,249.00	AGREEMENT FOR PRESCRIBED BURNI	1/19/2024
4742	BRECK BRANNEN	105.02	TRAVEL REIMBURSEMENT	1/19/2024
1948	DELL MARKETING L.P.	3,993.60	ADDITIONAL LAPTOP DOCKS	1/19/2024
45	DMS	6.14	CONFERENCE CALLS	1/19/2024
45	DMS	1,964.95	DEFUNIAK ETHERNET AND LONG DISTANCE	1/19/2024
45	DMS	623.63	DEFUNIAK LOCAL PHONE WEST FI TELEPHONE SERVICE	1/19/2024
45	DMS	9,855.51	HEADQUARTERS ETHERNET	1/19/2024
45	DMS	1,563.33	HEADQUARTERS LOCAL (PANAMA CITY PHONE SVC)	1/19/2024
45	DMS	1.42	LAN PORTS & INTRANET-INTERNET	1/19/2024
45	DMS	1.72	LAN PORTS AND INTRANET/INTERNET	1/19/2024
45	DMS	97.68	MILTON LOCAL (GULF BREEZE PHOE SVC)	1/19/2024
45	DMS	13.05	AIR CARDS AND HOTSPOTS	1/19/2024
3960	GEORGE ROBERTS	89.00	TRAVEL REIMBURSEMENT	1/19/2024
5614	ZACHARY J. SELLERS	1,019.83	DFO JANITORIAL SERVICES	1/19/2024
4091	THE SHOE BOX	526.70	RMD UNIFORM ORDER	1/19/2024
3074	ST. JOHNS RIVER WATER MGMT DISTRICT	18,720.00	DISTRICT E-PERMITTING SYSTEM- 14-063	1/19/2024
4799	STAPLES CONTRACT & COMMERCIAL, INC.	52.06	OFFICE SUPPLIES	1/19/2024
5336	TETRA TECH, INC	21,629.50	AGREEMENT FOR AS NEEDED SERVIC	1/19/2024
5218	WAGEWORKS, INC.	100.00	COBRA ADMINISTRATION	1/19/2024
4618	WAKULLA COUNTY BOCC	1,482.64	MAGNOLIA - WAKULA GARDENS PHASE II	1/19/2024
4618	WAKULLA COUNTY BOCC	930,255.56	WAKULA COUNTY SEWER EXPANSION	1/19/2024
4618	WAKULLA COUNTY BOCC	68,553.75	WAKULLA COUNTY SEWER EXPANSION	1/19/2024
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	14,800.80	LAW ENFORCEMENT/SECURITY ON DI	1/19/2024
3790	WILDLANDS SERVICE, INC.	16,720.00	PRESCRIBED BURNING & VEGETATIO	1/19/2024
5710	BRANDON WINTER	146.00	TRAVEL REIMBURSEMENT	1/19/2024
TOTAL ACH PAYMENTS		\$1,130,570.89		

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
5944	REFUND NIC	320.00	P315423 DAVID FORESTROM DOUBLE PMT REFUND	1/19/2024
5944	REFUND NIC	100.00	P312629 MARK SINER EPERMIT DISCOUNT REFUND	1/19/2024
5944	REFUND NIC	100.00	P315533 MICHAEL KING EPERMIT DISCOUNT REFUND	1/19/2024
5944	REFUND NIC	25.00	P315534 SHELDON HIRSCHUBER WITHDRAWAL REFUND	1/19/2024
5944	REFUND NIC	100.00	P315548 DENISE ANDERSON EPERMIT DISCOUNT REFUND	1/19/2024
5944	REFUND NIC	100.00	P315583 TOM HAMMOND EPERMIT DISCOUNT OVERPMT	1/19/2024
5944	REFUND NIC	70.00	P304938-3 PAUL BATTLE OVERPAYMENT REFUND	1/19/2024
2967	BANK OF AMERICA	2,561.74	DECEMBER 2023 P-CARD CHARGES	1/19/2024
2967	BANK OF AMERICA	50.00	REG SUNPASS	1/19/2024
2967	BANK OF AMERICA	19.99	TALLAHASSEE DEMOCRAT DIGITAL SUBSCRIPTION	1/19/2024
2967	BANK OF AMERICA	11.99	PENSACOLA NEWS JOURNAL DIGITAL SUBSCRIPTION	1/19/2024
2967	BANK OF AMERICA	126.19	OFFICE SUPPLIES FOR ASM	1/19/2024
2967	BANK OF AMERICA	251.30	REG CALENDARS AND OFFICE SUPPLIES-AMAZON	1/19/2024
2967	BANK OF AMERICA	75.36	AMAZON - LAB SUPPLIES, SPEAKERS	1/19/2024
2967	BANK OF AMERICA	1,377.02	AMAZON -FIELD AND SAFETY SUPPLIES FOR MITIGATION	1/19/2024
TOTAL DIRECT DISBURSEMENTS		\$5,288.59		
TOTAL AP		\$1,324,187.22		
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**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

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TOTAL DIRECT DISBURSEMENTS		\$5,288.59		
TOTAL AP		\$1,324,187.22		
5094	SMITH REFRIGERATION, INC	310.00	AC DIAGNOSTIC/REPAIR IN EFO	1/25/2024
5970	ARTIC MECHANICAL SERVICES LLC	650.00	INSTALLATION OF AMBIENT CONTROLS IN SERVER ROOM	1/25/2024

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
2992	BANK OF AMERICA	447.37	ONLINE ACCESS TO BANK ACCOUNT	1/25/2024
2992	BANK OF AMERICA	619.27	DECEMBER 2023 ANALYSYS STATEMENT	1/25/2024
5131	CITY OF DEFUNIAK SPRINGS	230.88	WATER/SEWER DEFUNIAK SPRINGS	1/25/2024
4676	CITY OF MILTON FLORIDA	85.56	DUMPSTER SERVICE	1/25/2024
4676	CITY OF MILTON FLORIDA	38.35	SEWER MILTON OFFICE	1/25/2024
3289	CITY OF TALLAHASSEE	48.07	LAKESHORE& I10	1/25/2024
5983	COMPUTER AID INC	2,494.80	TEMPORARY STAFFING FOR ADMIN	1/25/2024
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	7,079.80	LAB ANALYSIS - GW QUALITY TREND AND MFL MONITORING	1/25/2024
2241	DEPT. OF THE INTERIOR - USGS	60,257.50	JOINT FUNDING AGREEMENT-24MCJF	1/25/2024
2241	DEPT. OF THE INTERIOR - USGS	31,827.50	JOINT FUNDING AGREEMENT-0004	1/25/2024
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	64.26	LEGAL ADS FOR GOVERNING BOARD	1/25/2024
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	75.60	WSA FAR ADS	1/25/2024
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	18.48	FAR AD - AWS/SPRINGS GRANT	1/25/2024
3759	FORD FARMS	44,250.00	PASS COST SHARE AGREEMENT	1/25/2024
391	GADSDEN COUNTY TAX COLLECTOR	14.51	2023 POSTAGE DUE	1/25/2024
2291	GULF COAST ELECTRIC COOPERATIVE,INC	334.48	ELECTRIC SERVICE EFO	1/25/2024
2282	GULF ICE SYSTEMS, INC	467.04	DIAGNOSTIC FEE FOR MILTON ICE MACHINE - TAG #01770	1/25/2024
3266	LOWE'S COMPANIES INC.	1,954.17	GENERAL SUPPLIES	1/25/2024
1205	OFFICE DEPOT, INC.	45.71	ADMIN SUPPLIES	1/25/2024
1205	OFFICE DEPOT, INC.	3.75	ADMIN SUPPLIES	1/25/2024
423	OKALOOSA CO. TAX COLLECTOR	6.88	PARCEL REFUND	1/25/2024
107	TALLAHASSEE STAMP CO.	117.00	REPLACEMENT STAMPS	1/25/2024
4557	VERIZON WIRELESS	1,134.81	CELL PHONES AND JETPACKS	1/25/2024
4626	WASTE PRO OF FLORIDA, INC	199.10	SOLID WASTE HQ	1/25/2024
4038	WINDSTREAM COMMUNICATIONS	111.02	800 NUMBERS & EFO LONG DISTANCE	1/25/2024
TOTAL CHECKS		\$152,885.91		
4845	CALHOUN COUNTY SHERIFF'S OFFICE	1,280.00	LAW ENFORCEMENT/SECURITY SERVI	1/26/2024
5949	CLAYTON PARTLOW	2,900.92	TUITION REIMBIRSEMENT	1/26/2024
3978	CHRISTINA COGER	219.99	REIMBURSEMENT FOR OFFICE CHAIR	1/26/2024
5999	DOUBLE B TRUCKING LLC	31,127.43	DISTRICT ROAD REPAIRS	1/26/2024
4807	WEX BANK	1,097.25	WEX GPS TRACKING	1/26/2024
4807	WEX BANK	10,671.80	DECEMBER 2023 FUEL /SERVICE PURCHASES	1/26/2024
4961	PETER FOLLAND	110.00	TRAVEL REIMBURSEMENT	1/26/2024
5925	IAN WATERS	110.00	TRAVEL REIMBURSEMENT	1/26/2024
5294	KRONOS, INCORPORATED	4.10	KRONOS RENEWAL	1/26/2024
5728	MERIT FIRST LLC	55,440.00	HURRICANE SERVICE DEBRIS	1/26/2024
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	49.00	LABORATORY TESTING	1/26/2024
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	98.00	LABORATORY TESTING	1/26/2024
3213	SHI INTERNATIONAL CORP	156,508.46	COHESITY IMPLEMENTATION	1/26/2024
3213	SHI INTERNATIONAL CORP	3,335.76	SHAREPOINT WORKFLOW DEVELOPMENT	1/26/2024
TOTAL ACH PAYMENTS		\$262,952.71		

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
5944	REFUND NIC	50.00	WELLS REFUND 315428-1 DRILLER DIDN'T NEED	1/26/2024
5944	REFUND NIC	35.00	WELL REFUND 315552-1 WITHDRAWN	1/26/2024
5944	REFUND NIC	10.00	WELL REFUND 315429-1 DRILLER DIDN'T NEED PERMIT	1/26/2024
5944	REFUND NIC	100.00	P315835 JAMES CROOK EPERMIT DISCOUNT REFUND	1/26/2024
5944	REFUND NIC	100.00	P315760 CLIFF KNAUER EPERMIT DISCOUNT REFUND	1/26/2024
5944	REFUND NIC	1,400.00	P315808 NEIL TUCKER OVERPMT REFUND	1/26/2024
5944	REFUND NIC	4,580.00	P315480 DAVID CAMPBELL OVERPMT REFUND	1/26/2024
5944	REFUND NIC	100.00	P315829 ALYSSA STUTZMAN EPERMIT DISCOUNT REFUND	1/26/2024
5944	REFUND NIC	100.00	P315755 ROLF REYNOLDS EPERMIT DISCOUNT REFUND	1/26/2024
5944	REFUND NIC	100.00	P7836-2 BRITTANY TRUMBULL EPERMIT DISCOUNT REFUND	1/26/2024
5944	REFUND NIC	100.00	P290531-10 KIM BOTTOMY EPERMIT DISCOUNT REFUND	1/26/2024
5944	REFUND NIC	150.00	REFUND WELLS LICENSE APPLICATION #100857 WITHDRAWN	1/26/2024
TOTAL DIRECT DISBURSEMENT		<u>\$6,825.00</u>		
TOTAL AP		<u><u>\$422,663.62</u></u>		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
PAYROLL
JANUARY 2024

DIRECT DEPOSIT	01/12/2024	\$	252,625.14
CHECKS	01/12/2024		1,299.05
FLEX SPENDING TRANSFER	01/12/2024		1,578.95
DIRECT DEPOSIT	01/26/2024		255,689.17
CHECKS	01/26/2024		2,643.21
FLEX SPENDING TRANSFER	01/26/2024		1,578.95

\$ 515,414.47

APPROVED:

Chairman or Executive Director

March 14, 2024
Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andy Joslyn, Deputy Executive Director
Danny Layfield, Director, Division of Asset Management

FROM: Carol L. Bert, Asset Management Administrator

DATE: February 27, 2024

SUBJECT: Consideration of Donation Agreement for Donation of Conservation Easement from William and Mary Cleckley; Choctawhatchee River Basin

Recommendation:

Staff recommends the Governing Board approve the Donation Agreement accepting the donation of a conservation easement from William and Mary Cleckley, subject to District legal counsel review and approval.

Background:

The District was approached by William and Mary Cleckley, who desire to donate a Conservation Easement to the District on 55.3 +/- acres they own along Chain Lake Road and Carter Circle in Washington County. More specifically, the majority of the property is located on the south side of Chain Lake Road and west of Carter Circle (see attached maps). The property is primarily composed of natural sandhill habitat with upland longleaf pine and wiregrass. Acceptance of this donation as a conservation easement will enhance the quality and quantity of water that flows into Pine Log Creek within the Choctawhatchee River basin, including its tributary Boggy Branch and underlying groundwaters. In addition, the Property will enhance protection of the District's adjacent Sand Hill Lakes Mitigation Bank (SHLMB) property and protect the south half of Little Cat Pond.

Through this donation, the District will receive the Cleckleys' development rights and land use conversion rights. The Cleckleys will retain the ability to build one residence, with supporting buildings and amenities for residential purposes, not to exceed 21,780 square feet of impervious surface. In addition, they will retain the right to construct two new non-residential structures on the Property outside of the residence site (gazebo and/or picnic pavilion). Any additional structures to be built on the property will require the District's approval, but total impervious surface shall not exceed 43,560 square feet (one-acre).

It is very important to the Cleckleys that the property be maintained as natural sandhill habitat, especially the Property's longleaf pine and wiregrass, in perpetuity, utilizing long-term uneven-aged forest management techniques or multiple value management techniques appropriate in longleaf pine grasslands. In addition, the Cleckleys have requested the conservation easement be named the Boggy Branch Conservation Easement as Boggy Branch runs through the middle of their property.

The District will incur the following expenses with this donation.

Appraisal. Staff will need to have an appraisal prepared of the conservation easement to conclude a value for the title insurance policy and to book the conservation easement as an asset for the District. The costs of the appraisal are estimated not to exceed \$4,000.

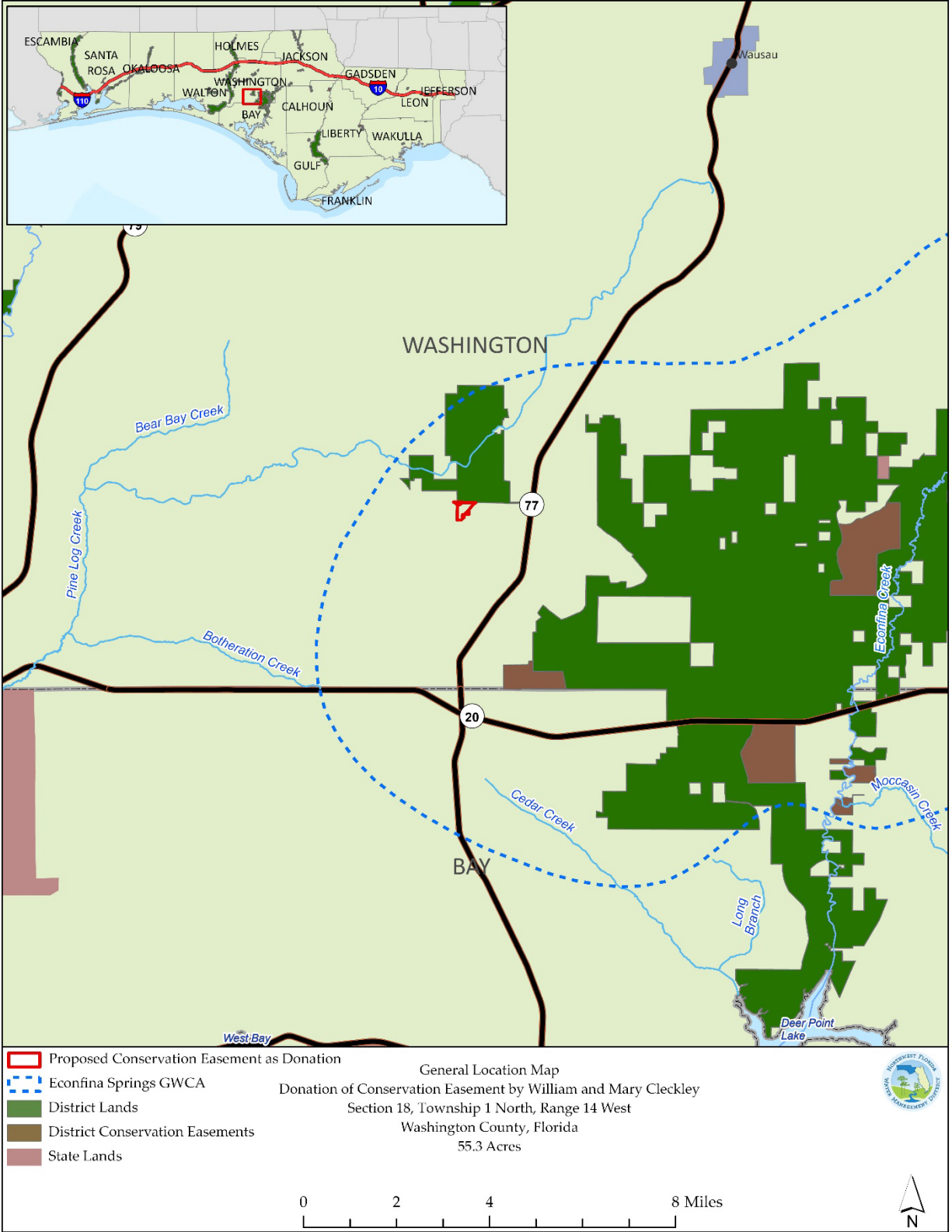
Boundary Map/Acreage Certification. The District will order and pay for a boundary map/acreage certification on the property. The costs of the boundary map/acreage certification are estimated not to exceed \$1,500.

Environmental Site Assessment. The District will order an environmental site assessment on the property. The costs of the assessment are estimated not to exceed \$3,500.

Baseline Documentation Report. The District will order a baseline documentation report on the property. The costs of the report are estimated not to exceed \$4,000.

Title Insurance and Closing Costs. The District has ordered and received a title exam and commitment on the Cleckley property at a cost not to exceed \$75. The cost of the title premium shall be paid by the District and is estimated not to exceed \$2,000. The District will also pay recording fees, estimated not to exceed \$275. The Cleckleys will pay documentary stamp tax, the cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

cb





AGREEMENT OF DONATION

This Agreement of Donation (“Agreement”) is made this ____ day of _____, 2024, by and between the Northwest Florida Water Management District, a special taxing district of the State of Florida, whose address is 81 Water Management Drive, Havana, Florida 32333 (“District”) and William O. and Mary R. Cleckley (“Cleckleys”), whose address is 3197 Carter Circle, Chipley, Florida 32428.

WHEREAS, the Cleckleys are the owner of 55.3 +/- acres in Section 18, Township 1 North, Range 14 West, Washington County, Florida more particularly described in Exhibit A to this Agreement (hereinafter referred to as the “Property”) with the precise description of the Property to be determined by a boundary map/acreage certification;

WHEREAS, the Cleckleys are desirous of donating a Conservation Easement to the District; and

WHEREAS, the District is desirous of accepting the Conservation Easement as a donation.

NOW THEREFORE the parties agree as follows:

1. Recitals. The above recitals are true and correct.
2. Donation. The Cleckleys agree to donate the Conservation Agreement to the District, encumbering the Property and all the improvements, easements and appurtenances thereto.
3. Documents, Costs and Closing. The Cleckleys shall execute and have recorded the Conservation Easement and closing shall occur on or before the 30th day of June 2024, at the law offices of Pennington, P.A. Each party will be responsible for its own costs for legal representation. The District will pay the cost for a boundary map/acreage certification, environmental site observation, title exam and policy, document preparation, recording fees for the Conservation Easement. The Cleckleys shall pay any documentary stamp taxes due on the Conservation Easement and for the cost of recording such other documents as may be required to be recorded to create clear and marketable title for the Property. At closing, the Cleckleys shall execute the Conservation Easement and a Title, Possession and Non-Lien Affidavit more particularly described on this Agreement as Exhibit B. The Property shall remain until closing in the same condition as it exists on the effective date of this Agreement, ordinary wear and tear accepted.
4. Title, Survey and Environmental Site Observation. If the District notifies the Cleckleys of any objection to the title, the boundary map/acreage certification or the environmental site observation for the Property, then the Cleckleys shall cure such objection prior to closing or the District shall have the right to terminate this Agreement without further liability.

5. Inspection. The Cleckleys agree that after the date of this Agreement, the District and its agents and employees shall have the right upon reasonable notice to enter the Property for all lawful purposes permitted under this agreement.
6. Attorneys/Brokers. Each party shall be responsible for its own attorney fees in connection with any actions arising out of this Agreement. Each party warrants to the other that no person or entity is entitled to any real estate commission, finders, referral or any other fee as a result of this Agreement or the subsequent closing.
7. Conditions. The District's obligation to perform this Agreement 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 Conservation Easement shall be pending or threatened against the parcel at closing.
 - (b) The District shall have received and approved the title examination and policy, the boundary map/acreage certification, and the environmental site observation, provided for herein.
 - (c) 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 covenants or zoning ordinances that may be applicable to the Property as of closing.
 - (d) 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 governmental authority, flood, embargo, riot, civil disturbance, activity of armed forces or act of God or public enemy.
 - (e) Any and all currently existing liens and/or security interests affecting the Property or any portion thereof shall be fully paid and released, or subordinated to the priority of the encumbrance of the Conservation Easement, at or prior to closing.
 - (f) This Agreement is approved by the Governing Board of the District.
 - (g) All signatories have good and lawful authority to execute this Agreement.

In the event that any one of the foregoing is outstanding or unsatisfied as of the closing, the District shall have the right to terminate this Agreement and neither party shall have any further obligations or liabilities hereunder.

8. Miscellaneous. This Agreement may not be assigned without the written consent of the parties. The legal successor of any party will be bound by this Agreement as fully as that party is bound. This Agreement is the entire agreement of the parties and supersedes all prior and contemporaneous agreements or understandings.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
George Roberts, Chairman

William O. Cleckley

Mary R. Cleckley

EXHIBIT A

To be precisely described by a surveyor prior to closing.

EXHIBIT B

TITLE, POSSESSION AND NON-LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared William O. and Mary R. Cleckley, referred to herein collectively as “Grantor”, who, being first duly sworn, depose and say that:

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

To be precisely described by a surveyor prior to closing.

Parcel ID Nos.: 00000000-00-3108-0000 and 00000000-00-4149-0005.

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 2024, and exceptions approved by Purchaser.

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

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

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

assessments appear of record.

6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.

7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.

8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor which would have any effect on the Property.

9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.

10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property.

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 deed incident to which this Affidavit is given. The individuals executing this Affidavit and the deed 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 March 14, 2024. Since March 14, 2024, 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 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 Agreement, defined below).

18. Grantor is not a "foreign person" as that term is defined in Section 1445-F of the Internal Revenue Code and 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/Social Security Number of the Grantor is:

William O. Cleckley: _____

Mary R. Cleckley: _____

19. All of the representations and warranties made by Grantor in that certain Agreement of Donation (the "Agreement") between Grantor and the Northwest Florida Water Management District for the purchase of 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 deeds but shall survive closing. To the best of the knowledge of undersigned, there are no matters pending that could impact the accuracy of the representations and warranties between the date hereof and the recording of the interest conveyed or to be conveyed in consideration for the funding of the purchase price.

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

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

{SIGNATURE ON FOLLOWING PAGE}

William O. Cleckley

By: _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by William O. Cleckley.

____ is/are personally known to me.
____ produced a current _____ driver's license as identification.
____ produced _____ as identification.

Notary Public, State and County Aforesaid
My Commission Expires:

Mary R. Cleckley

By: _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Mary R. Cleckley.

____ is/are personally known to me.
____ produced a current _____ driver's license as identification.
____ produced _____ as identification.

Notary Public, State and County Aforesaid
My Commission Expires:

EXHIBIT A

To be precisely described by a surveyor prior to closing.

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made and entered into this ____ day of _____, 2024, by and between William O. and Mary R. Cleckley, having a mailing address of 3197 Carter Circle, Chipley, Florida 32428, (hereinafter referred to collectively 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 Washington 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 natural characteristics of the Property and have a common goal of conserving and protecting in perpetuity the hydrological integrity of the Property and its benefits to water resources, especially its contribution to groundwater recharge and protecting and enhancing the quality and quantity of water that flows into Pine Log Creek within the Choctawhatchee River basin, including its tributary Boggy Branch and underlying groundwaters. In addition, the Property will enhance protection of Grantee’s adjacent Sandhill Lakes Mitigation Bank (SHLMB) property and protect the South half of Little Cat Pond; and,

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; and,

WHEREAS, Grantor desires to name this Easement the Boggy Branch Conservation Easement and Grantee concurs with this name.

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 (2023), 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.

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 Pine Log Creek within the Choctawhatchee River basin, including its tributary Boggy Branch and underlying groundwaters and groundwater recharge. In addition, the Property will enhance protection of Grantee's adjacent Sandhill Lakes Mitigation Bank (SHLMB) property by protecting the South half of Little Cat Pond.
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.
 - B. **Rights not Expressly prohibited.** 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.
 - C. **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 instrument of conveyance (as recorded, if applicable). 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.
 - D. **Subdivision.** Grantor shall not have the right to subdivide the Property.
 - E. **Residential Use.** One residence, together with supporting buildings, amenities and driveway, 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. The proposed residence site shall be restricted to the following area on the Property: the large live oak tree area located in the southern portion of the Property, which is bounded by the small pond to the west, Carter Circle Road to the south and the 1.5-acre longleaf pine plantation to the north, and as further identified in the Baseline Report. Construction of a new residence, together with supporting buildings, amenities and driveways, shall not exceed the Total Impervious Surface Amount. The "Site" as used herein shall mean the location of the home/residence together with the surrounding one-half acre (21,780 sq. feet) of land containing supporting buildings, amenities and driveway.

Furthermore, unless significantly damaged, destroyed or killed by an act or acts of nature, e.g. hurricane, tornado, flood, disease, wildfire, etc., Grantor shall not intentionally damage or destroy or cause these large live oak (*Quercus virginiana*) trees and one old growth longleaf pine tree to be damaged, destroyed or removed in this area during

residential site clearing and construction. In addition, Grantor shall install appropriate individual tree protection measures utilizing the most up-to-date tree protection techniques to further protect said trees before residential site clearing activities begin (INCLUDE IN BASELINE REPORT.)

- F. **Construction.** Grantor retains the right to construct two new non-residential structures on the Property outside of the residence site as long as the Total Impervious Surface Amount is not exceeded. These two non-residential structures are restricted as follows: 1) a gazebo-like structure or picnic pavilion, limited to 400 sq. ft. of impervious surface to be located on the Property lying south of Chain Lake Road; and 2) a gazebo-like structure or picnic pavilion, limited to 256 sq. ft. of impervious surface and located on the Property adjacent to Little Cat Pond located north of Chain Lake Road. Grantee shall have the right to approve of the location of said allowable non-residential structures, subject to any required building and environmental permits.

- G. **Existing Structures and Facilities.** Grantor reserves the right to repair and replace to existing size, except for the small pasture barn as discussed in paragraph below, 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.

In addition, during replacement construction, Grantor shall have the right to increase the roof height of the small pasture barn to allow for a drip edge of 12' to facilitate its personal livestock use. Furthermore, Grantor shall have the right to install electric lines/poles, a water line and solar panels on the roof of the small pasture barn to provide electricity and water for its personal livestock use.

- H. **Hunting.** The Grantor retains the right to observe, maintain, photograph, hunt, remove, and harvest wildlife of the Property as long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and as 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.

- I. **Hunting Lease.** Grantor retains the right to lease all or part of the Property for hunting, as 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.
- J. **Forestry Operations/Silviculture in Upland Areas of Property.** Forestry ("Silviculture") management and operations are permitted but shall only be conducted on the upland portion of the Property as shown on Exhibit "B" and designated as land cover

codes _____. Grantor shall endeavor to continue to restore native sandhill habitat on the upland portions of the Property. Grantor may not convert this acreage to a more intensive use than conventional forestry activities would allow, including bedding, except as allowed in the Rights Reserved to Grantor section. Also, Grantor shall maintain the Property's natural sandhill habitat, especially the Property's longleaf pine and wiregrass habitat, in perpetuity, utilizing long-term unevenaged forest management techniques or multiple value management techniques appropriate in longleaf pine grasslands, utilizing The Stoddard-Neel Approach to Ecological Forestry (a Joseph W. Jones Ecological Research Center publication - copy provided). Grantor may harvest no more than 60 to 80 percent of the cumulative growth of the longleaf pine stand occurring 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 and the following. If herbicides are used in forestry practices, such herbicides shall only be used in the transition area between the wetlands and uplands and include use on the following species: laurel, live and water oaks and yaupon holly. This herbiciding shall only be used during the 18 months beginning upon the execution of this Easement and Grantor shall follow the measures in Florida's Silviculture Best Management Practices Manual and adhere strictly to label restrictions. Further, during the 18 months beginning upon the date of execution of this Easement, Grantor shall have the right to use appropriate herbicides, in accordance with the foregoing requirements, within 35 feet of wetlands, sinkholes and other karst features to continue to target and eliminate upland oak species, primarily laurel, live and water oaks and yaupon holly, while Grantor continues its native sandhill habitat restoration activities. Grantor shall not apply herbicides on the delineated wetlands portion of the Property after the date that is 18 months from the date of execution of this Easement.

In the event the timber in the wetlands is damaged by natural disaster, fire, infestation or the like, Grantor, with the approval of the Grantee's Asset Management Division Director, may cut and remove such damaged timber to protect the remaining timber. In such event, the Grantor shall restore and reforest the area from which such timber is removed. All costs for cutting, removal, restoration and reforestation shall be at the expense of the Grantor and the Grantor shall be entitled to the proceeds from the sale of the timber so cut and removed, if any.

In the event the upland portions of the Property are damaged or destroyed by natural disaster, fire, infestation or the like, Grantor shall not convert (plant) the upland portions of the Property to a different habitat type or plant offsite pine species, including slash, loblolly or sand pine.

Grantor shall provide Grantee with a proposed timber harvest plan, including a map, before any timber harvest operations begin to verify the cumulative growth percentage scheduled for harvest. Grantee will consider and not deny any reasonable timber harvest request. In addition, Grantor shall provide Grantee with a GIS shape file, or at a minimum, a map delineating the boundaries of any timber harvest once the harvest is

completed. Timber harvest includes any thinning conducted on the Property. In addition, Grantor shall only be allowed to conduct clear-cut harvest operations on the Property in the event of a catastrophic natural disaster, e.g., hurricane, fire, tornado, etc. that destroys all standing upland timber 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, Florida Forest Service, revised 2008 Edition or such later edition as may then be in effect.

- K. **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 and as set forth in the Baseline Report, as 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.

Grantor has negotiated two easements with the Washington County Board of County Commissioners to provide the following: 1) along Carter Circle Road - two, small 20' x 20' stormwater conveyance structures, including two access gates, along Carter Circle (*delineate on the Baseline Map*); and 2) along the right-of-way of Leisure Lake Road – monthly trash cleanup. Per the easement agreements, Washington County is responsible for all management and maintenance of the stormwater conveyance structures along Carter Circle and monthly trash cleanup along the right-of-way of Leisure Lake Road.

- L. **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.

Grantor has negotiated an easement with the Washington County Board of County Commissioners to provide the following fence repair and replacement services in perpetuity along Leisure Lake Road – 1) The repair or replacement of two gates, and; 2) Repair and replace fences in perpetuity due to vehicular accidents which damage or destroy Grantor's gates and fences. Per the Easement Agreement for Paving and Stormwater Improvements on Leisure Lakes Road and Perpetual Maintenance Easement, attached as Exhibit "E", Washington County is responsible for the repair or replacement of the gates and fences along Grantor's property in perpetuity along Leisure Lake Road.

- M. **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.
- N. **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.
- O. **Wildlife Food Plots.** Grantor retains the right to develop a maximum total of one-acre of the Property into wildlife food plots pursuant to Florida Fish and Wildlife Conservation Commission (FWC) guidelines. Grantor shall abide by paragraphs 3.S. and 5.O. in this Easement regarding fertilization and herbicides used in developing and maintaining such food plots on the Property. Wildlife food plot development shall be restricted to existing firelane plantings.
- P. **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.
- Q. **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.

Grantor may also apply and seek funding from federal, state, and local government for prescribed burning assistance or contract with a private contractor or join a non-profit prescribed burning association, e. g. Northwest Florida Prescribed Burning Association, for prescribed burning assistance.

- R. **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. Grantor also retains the right to maintain, repair and replace one existing trail crossing with a walk bridge across Boggy Branch as delineated in Exhibit “B” (DELINEATE IN BASELINE REPORT). Any proposed walk bridge replacement design shall be approved by Grantee.
- S. **Livestock and Native Game.** Grantor may engage in the raising of livestock and native game on the Property in accordance with current Florida Department of Agriculture and Consumer Services Best Management Practices and IFAS livestock operation recommendations and in accordance with the following:
1. Implement a nutrient management plan that includes use of the Institute of Florida Agricultural Science’s (IFAS) low nitrogen fertilization recommendations for pastures and food plots. Fertilizer applications are limited to 40 pounds of nitrogen per acre per year for improved pasture areas only.

2. Enroll in the Florida Department of Agriculture Best Management Practices (BMP) program for all applicable operations. Follow the most current version(s) of the BMP manuals.
3. Maintain a stocking rate not to exceed one (1) livestock per ten acres. Livestock production is limited to 50 acres and designated to fields described in Exhibit “D” Livestock Production Areas.

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

U. Farm and Natural Pond Management. The Property includes two manmade farm ponds and the south half of Little Cat Pond, a natural karst pond. Grantor shall have the right to continue to operate, repair and manage the two manmade farm ponds as follows:

Small Manmade Farm Pond (the “Small Pond”) as it is identified and location-specified in the Baseline Report (IDENTIFY IN BASELINE REPORT) – In addition to standard farm pond utilization activities, Grantor shall have the right to continue to raise bream, catfish or bass and other native fish species per the Florida Department of Agriculture and Consumer Services Aquaculture Best Management Practices Manual.

Grantor shall have the right to install a clay or fabric liner to enhance and improve water retention. Furthermore, Grantor shall have the right to convert all or a portion of the small pond to a stormwater facility, subject to receipt of all applicable permits, Washington County requesting such and an amendment to this Easement approved by the District’s governing board.

Large Manmade Farm Pond (the “Large Pond”) as it is identified and location-specified in the Baseline Report (IDENTIFY IN BASELINE REPORT) - In addition to standard farm pond utilization activities, Grantor shall have the right to raise bream, catfish or bass and other native fish species per the Florida Department of Agriculture and Consumer Services Aquaculture Best Management Practices Manual.

Grantor shall have the right to install a clay or fabric liner to enhance and improve water retention.

Natural Pond (“Little Cat Pond” (Karst)) as it is identified and location-specified in the Baseline Report (IDENTIFY IN BASELINE REPORT)– Except for prescribed fire activities, Grantor shall not cause, disturb or remove any native aquatic, transitional or upland vegetation directly adjacent to the normal waterline along Little Cat Pond. Also, Grantor shall not introduce any non-native or invasive fish species, wildlife or vegetation into Little Cat Pond or implement any liming activities which may alter water pH levels.

V. 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 other than to conduct Grantee's reasonable exercise and enforcement of its rights under this Easement.
- 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. Grantor is hereby required to timely communicate with Grantee to minimize potential inconsistent activities occurring and facilitate the 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 one acre or 43,560 square feet (the "Total Impervious Surface Acreage").

5. PROHIBITED ACTIVITIES AND USES. Without limiting the generality of the foregoing, the following activities and uses on or of the Property 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 section 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 section 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. This prohibition shall not be construed to include reasonable amounts of legal 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 placement of any type of exotic animal or an animal that is not native to Florida without the prior written permission of Grantee. Such requests will be considered in consultation with the FWC. However, the decision of whether or not to grant permission shall be in Grantee's sole discretion.
- I. **Archaeological Sites.** There shall be no acts or uses 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, which affects 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 wetlands of the Property, there shall be no conversion of said wetlands and there shall be no bedding conducted on the Property. Grantee shall have complete timber rights in the wetlands as shown on Exhibit "B" except as stated in paragraph 3.J.
- L. **Improved Pasture.** There shall be no conversion of the Property to improved pasture.
- 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.
 - 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 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 are 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 and applicable Florida Department of Agriculture and Consumer Services Best Management Practices (BMP's). Application or release of any chemicals, fertilizers, pesticides or herbicides 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 Easement. 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 Easement, 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 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 this Easement was originally intended to advance, set forth in the recitals herein. The rights granted to Grantee and the covenants agreed to by Grantor herein 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 Property created by this Easement against the lawful claims of all persons.
- 9. MODIFICATION.** This Easement may be modified only by written and signed agreement by and between the Grantor and the Grantee and their respective successors or assigns, which agreements may not violate the terms of Section 704.06, Florida Statutes (2023), 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, certified or electronic mail, postage prepaid, addressed as follows:

To the Grantor: William O. and Mary R. Cleckley
3197 Carter Circle
Chipley, Florida 32428

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
Email: breck@penningtonlaw.com

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 regarding Grantor's ownership and occupancy of the Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.

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 360-degree fixed photo-points at selected monitoring locations as deemed appropriate by Grantee. 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.

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 unreasonably interfere with Grantor's allowable uses of the Property nor shall they be located in such a manner to unreasonably detract from the aesthetics of the Property as agreed to between Grantor and

Grantee. Grantee and Grantor shall mutually agree upon the locations and number of installed 360 degree fixed photo points on the Property, but this 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. This Easement 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 with respect to the Property are only those specifically stated herein.

15. TRANSFER OF RIGHTS BY GRANTEE OR GRANTOR. 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. The failure of Grantor to perform any act required by this section 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 Washington 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 brings suit to enforce any provision of this Easement, 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 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 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 or any ownership interest in the Grantor to a third party not a lineal descendant of Grantor, Grantor does hereby grant 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 (2023), or extend Grantee's liability beyond the limits established in Section 768.28, Florida Statutes (2023).
- 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. NO WAIVER OF REGULATORY AUTHORITY.** Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantee or relieve Grantor from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities.
- 24. UNITY OF INTEREST.** Grantee shall not be obligated, by virtue of multiple Grantor's with interest in the Property, to undertake or suffer any duplication of burdens or compliance imposed by this Easement. All administration of Grantors' rights, remedies and functions under this Easement shall be by and through a "Coordinating Representative", including without limitation, the Right of First Refusal. William O. Cleckley shall be designated as the Coordinating Representative until such time as notice of a substitute Grantor is provided to Grantee.
- 25. INTENTIONALLY OMITTED.**
- 26. 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 applicable and 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.
- 27. RELATIONSHIP OF PARTIES.** This Easement shall not create a joint venture or partnership relationship between the Parties.
- 28. 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.
- 29. 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.
- 30. 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 12.

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

GRANTOR

in the presence of:

William O. Cleckley

By:_____

Print Name:_____

Print Name:_____

Address:_____

Its:_____

Print Name:_____

Address:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2024, by William O. Cleckley, who is personally known to me or who has produced (type of identification) as identification.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

Signed, sealed and delivered

GRANTOR

in the presence of:

Mary R. Cleckley

By: _____

Print Name: _____

Print Name: _____

Address: _____

Its: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2024, by Mary R. Cleckley, who is personally known to me or who has produced (type of identification) as identification.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

Signed, sealed and delivered

in the presence of:

GRANTEE

NORTHWEST FLORIDA WATER

MANAGEMENT DISTRICT

Print Name: _____

Address: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Lyle Seigler, Executive Director, who is personally known to me or who has produced _____ as identification.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

EXHIBIT “A”

(legal description)

To be precisely described by a surveyor prior to closing.

EXHIBIT “B”

(baseline documentation map)

Map will be prepared and inserted prior to closing.

EXHIBIT "C"

Livestock Production Areas

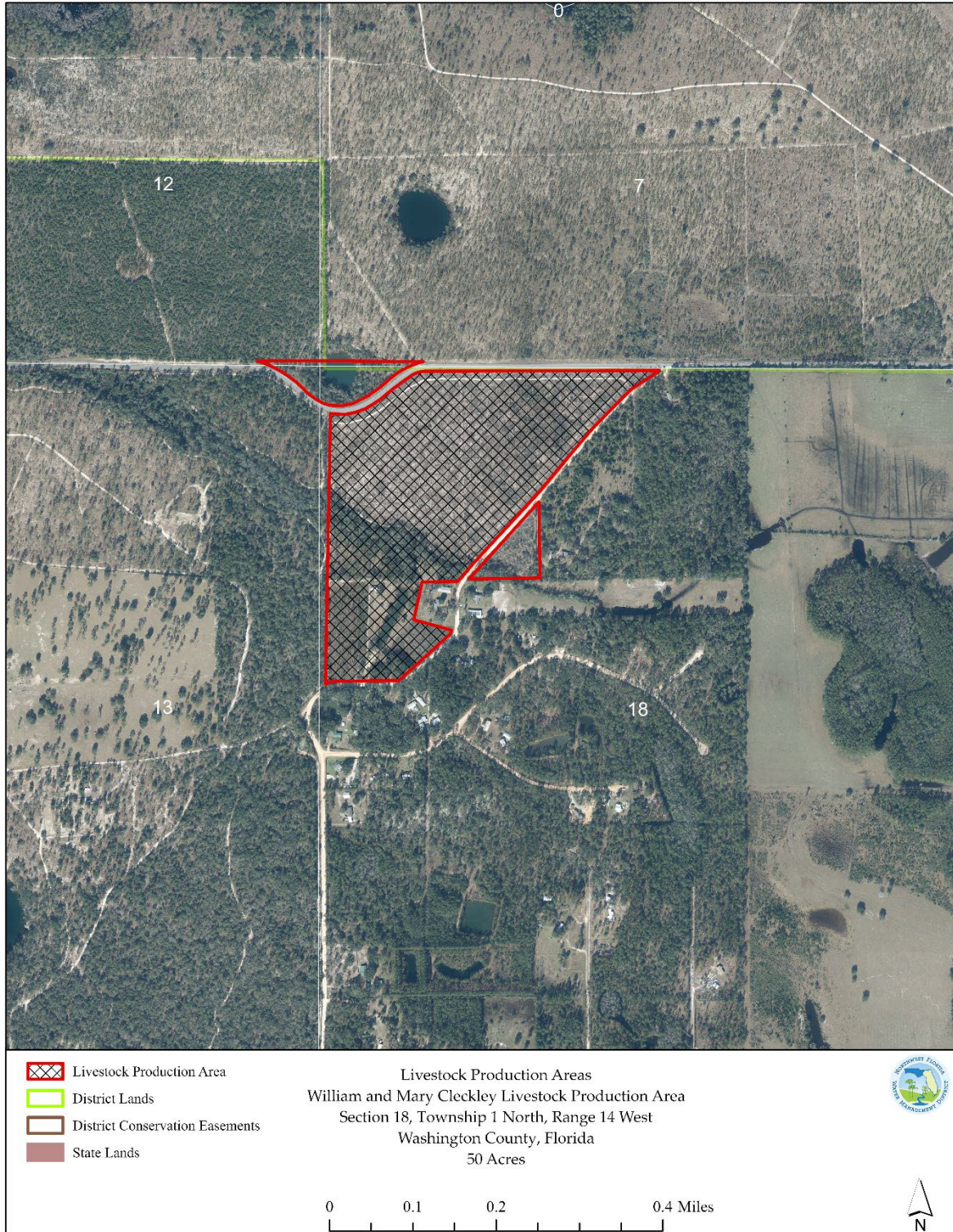


EXHIBIT "D"

**Easement Agreement
for
Paving and Stormwater Improvements
for
Leisure Lakes Road**

This AGREEMENT for an easement for paving and stormwater improvements on Leisure Lakes Road between the Washington County Board of County Commissioners (COMMISSION), represented by Mr. Ronnie Finch whose mailing address is: 1331 South Boulevard, Chipley, Florida 32428 and William O. and Mary R. Cleckley (LANDOWNER) whose mailing address is: 2219 Yaupon Drive, Tallahassee, Florida 32303 shall be subject to the following terms and conditions below:

**Leisure Lakes Road
(Carter Circle to "S" Curve Near Little Cat Pond)**

COMMISSION shall remove LANDOWNER'S existing four strand barded wire fence and replace it with a 48" woven wire design of the same specifications as the Water Management District fence located on the north side of the road. Said woven wire fence shall be constructed on the LANDOWNER'S northern boundary line, i.e. the Section line. No sand pine trees shall be removed by COMMISSION along this fencing segment, without prior approval of LANDOWNER.

("S" Curve Segment Around Little Cat Pond)

LANDOWNER shall grant COMMISSION an easement of approximately 10 to 12 feet wide along the south side of Leisure Lakes Road starting from the end of the straight away and proceeding west through the "S" curve around Little Cat Pond for paving and stormwater purposes. The exact dimensions of said easement shall be subject to final design by COMMISSION'S Engineering Consultant, Cliff Knauer of Preble-Rish, Inc. and approval by LANDOWNER.

COMMISSION shall remove LANDOWNER'S existing four strand barded wire fence in the "S" curve segment and replace it with a 48" woven wire design of the same specifications as the Water Management District fence and also clear a 10 - 12 feet wide fireline adjacent to the fence line. All sand pine trees removed shall be cut at ground level or completely stumped and all debris shall be disposed off site. Appropriate temporary silt screen fencing, mulching and seeding shall immediately take place to prevent erosion.

COMMISSION shall also replace the existing four stand barded wire fence/gates located adjacent to Little Cat Pond along the north side of Leisure Lakes Road with the aforementioned fence design stated above. Under no circumstances shall any sand pine or longleaf pine trees be damaged or removed during paving or stormwater improvement operations on the north side of Leisure Lakes Road. Damage or removal of any sand pine or especially any longleaf pine trees during paving or stormwater activities or operations shall be cause for immediate revocation of this grant of easement by LANDOWNER.

COMMISSION shall complete all fence, gate and fireline installations and activities to LANDOWNER'S satisfaction within 30 days of the completion of the paving of Leisure Lakes Road.

Witness my hand and the seal of the Washington County Board of County Commissioners this 10th day of March, 2004.
Ronnie Finch, Chairman
By: [Signature] DOUGLAS H. COOK, Washington County Clerk

COMMISSION shall post speed reducing signage, i.e. 35 MPH reduced to 25 MPH reduced to 15 MPH per engineering design at the eastern and western entrances to the "S" curve around Little Cat Pond for public safety purposes.

COMMISSION shall also repair or replace LANDOWNER'S fence to its original state and condition along Leisure Lakes Road when said fence is damaged or destroyed by a vehicle or vehicles other than LANDOWNER'S traveling in excess of the posted speed limit. LANDOWNER shall waive this requirement, subject to the installation of appropriately spaced "traffic tables" by COMMISSION at some future date in an attempt to reduce speeding for public safety purposes.

Carter Circle Road
(From Leisure Lakes Road to Boggy Branch)

As additional compensation for granting this easement, COMMISSION shall also agree to the following concerning the repair and improvement of Carter Circle Road:

COMMISSION shall crown/ditch Carter Circle Road from Leisure Lakes Road to Boggy Branch and line the ditches with large diameter limestone rocks, i.e. 1.5 to 2.5 diameter rocks to prevent erosion. Check dams using Alabama Class I or II riprap rocks shall also be installed after the ditches are lined with the large diameter limerock, especially where Carter Circle Road slopes downhill toward Boggy Branch to slow down the movement of stormwater. The distance between check dams shall subject to COMMISSION'S Engineering Consultant's recommendation.

LANDOWNER shall allow COMMISSION to construct a small, shallow stormwater retention basin along the flat portion of Carter Circle Road on LANDOWNER'S property to facilitate stormwater drainage along this segment of the roadway as needed. The location and size of said retention basin shall be subject to COMMISSION'S Engineering Consultant's recommendation and LANDOWNER approval. LANDOWNER shall allow COMMISSION to install a gate at said retention basin location to allow COMMISSION to periodically remove and dispose of sediment as needed.

COMMISSION shall also remove any and all sediment from LANDOWNER'S wetland property adjacent to Boggy Branch on the northeast and northwest corners caused by previous erosion along Carter Circle Road due to inadequate road design and maintenance by the COMMISSION.

COMMISSION shall complete these road improvement activities and stormwater and installations to LANDOWNER'S satisfaction within 60 days of the completion of the paving of Leisure Lakes Road.

Other Commission Requirements for Grant of Easement

COMMISSION shall adequately maintain and repair any and all ditches or stormwater or drainage or other water conveyance structures or retention facilities within or outside of said easement and roadways that is directly associated with the drainage, repair, improvement, paving and crowing/ditching of Leisure Lakes and Carter Circle roads on LANDOWNER'S property.

1 - RECORDING DEPARTMENT, CLERK OF SUPERIOR COURT
Don Bragg-Jones
[Signature] RECORDED & INDEXED WASHINGTON COUNTY CLERK 7/2/2011

COMMISSION shall, on no less than a monthly basis, pick up all litter, trash and debris occurring on Leisure Lakes Road from Carter Circle to LANDOWNER'S western property boundary located west of Little Cat Pond and, if needed, on LANDOWNER'S adjacent property.

Ownership of property subject to this grant of easement for paving and stormwater improvements for Leisure Lakes Road shall remain vested in LANDOWNER.

NOWHEREFORE, on this 28th day of February, 2005, the COMMISSION and LANDOWNER hereby agree to the above terms and conditions of the Agreement.

COMMISSION

Ronnie Finch Date 3-2-05
Signed: Ronnie Finch, Commissioner
Ronnie Finch
Print Name

Notary Public for the State of Florida
My Commission Expires 2/28/06
Notary Public for the State of Florida
My Commission Expires 2/28/06

LANDOWNER

William O. Cleckley Date: 02/28/05
Signed: William O. Cleckley
William O. Cleckley
Print Name

Mary R. Cleckley Date: 2/28/05
Signed: Mary R. Cleckley
Mary R. Cleckley
Print Name

Dallas Carter
Signed: Witness Date: 3-2-05

Dallas Carter
Print: Witness

Peter S. Herbert
Signed: Witness Date: 3/2/05

Peter S. Herbert
Print: Witness


Gary Miller
Signed: Witness Date: 2-28-05

GARY MILLER
Print: Witness

Carol L. Bert
Signed: Witness Date: 2-28-05

Carol L. Bert
Print: Witness

Notary Public (Commission):

 Elaine H. Provost
My Commission DD381210
Expires October 10, 2006
Elaine H. Provost

Notary Public (Landowner):

Sarah O. Martin
Notary, State of Florida
County Dade



Sarah O. Martin
MY COMMISSION # DD233336 EXPIRES
July 20, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

PERPETUAL MAINTENANCE EASEMENT

For and in consideration of the sum of TEN DOLLARS and other good and valuable considerations paid by the COUNTY to William O. & Mary R. Cleckley hereinafter called the LANDOWNER, the receipt and sufficiency of which is hereby acknowledged by the LANDOWNER, the LANDOWNER hereby grants unto the COUNTY a maintenance easement across the following described property located in Washington County, Florida to-wit:

Parcel No. 3105.0000 as described in ORB 307 Page 518 as NW ¼ of NW ¼ also beginning at NWC of NE ¼ of NW ¼, run E 800' to road southwest on road to west line of 40, N 860' to beginning, said property being and lying in Washington County, Florida

The purpose of this perpetual maintenance easement is to grant unto the COUNTY the right to enter upon said property with men, materials and equipment to:

To construct and maintain a stormwater holding pond located north of the intersection of Boggy Branch and west of Carter Circle (a county-maintained road), approximately 30 feet wide x 40 feet long and approximately 3 feet deep. The purpose of this stormwater holding pond is to catch stormwater runoff from Carter Circle, the adjacent county-maintained unpaved road. COUNTY shall be responsible for all future maintenance and repairs to said stormwater holding pond, including, but not limited to, gate/fencing, sodding, mowing, debris/trash removal, sediment removal and erosion control. This is a perpetual maintenance agreement. Title to the stormwater holding pond shall remain vested in LANDOWNER.

IN WITNESS WHEREOF, the undersigned LANDOWNER has set his hand and seal this 4th day of April, 2006.

Witnesses:

Carol R. Bert
Harry C. Roy

William O. Cleckley (SEAL)
William O. Cleckley, LANDOWNER

Mary R. Cleckley (SEAL)
Mary R. Cleckley, LANDOWNER

STATE OF FLORIDA
COUNTY OF GADSDEN

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the County aforesaid, and in the State aforesaid, to take acknowledgments, personally appeared William O. and Mary R. Cleckley

_____ to me know to be the person described in and who executed the foregoing instrument and they acknowledge before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid the 4th day of April, 2006.

Daniel O. Martin
Notary Public

My Commission expires: 7/20/07

Prepared by:
Washington County Public Works
2215 Mud Hill Road
Chipley, FL 32428



Sarah O. Martin
MY COMMISSION # DD233336 EXPIRES
July 20, 2007
BONDED TRISTY FAIR INSURANCE, INC.

Inst: 200608833 Date: 08/16/2006 Time: 07:46
Doc Stamp Deed: 0.00
ANK DC, LINDA H. COOK, WASHINGTON County B:680 P:163

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: March 1, 2024

1. *Michael Lee vs. Northwest Florida Water Management District*, Walton County Circuit Court Case No. 2023-CA-000266

This is a personal injury suit brought by Michael Lee, plaintiff. Plaintiff alleges that he was riding his bicycle on September 28, 2022, when he was struck and injured by a District vehicle. The complaint was filed in March 2023 and served on June 19, 2023. The complaint was forwarded to the District's liability insurance carrier and a claim was made. The insurance carrier has retained the Coppins Monroe law firm in Tallahassee as defense counsel for the District.

Through defense counsel, the District has answered the complaint, denied the allegations, and raised affirmative defenses.

Responses to the District's initial discovery requests have been received by defense counsel. Plaintiff has served initial discovery upon the District and the District has responded. Depositions of the plaintiff and the District's employee driver were taken on January 10, 2024. The Court has not set a trial date.

Mediation has been set for May 1, 2024 at 1:30PM CT, to be held remotely via Zoom video. The mediator is Brian Kirkland.