

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Thursday, March 26, 2020**

1. Opening Ceremonies

Called to order at 1:01 p.m.

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

Present: George Roberts, Chair; Jerry Pate, Vice Chair; Jon Costello; Ted Everett; Bo Spring

2. Special Thanks and Recognition

April is Springs Protection Awareness Month and Water Conservation Month

3. Changes to the Agenda

Removed: 6. B. Reconsideration of Request for Authorization to Purchase Replacement Vehicles for the Bureau of Land Management Operations

4. Approval of the Minutes for February 27, 2020

MOTIONED BY TED EVERETT, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR FEBRUARY 27, 2020. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Approval of the Financial Reports for the Month of January 2020

MOTIONED BY BO SPRING, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF JANUARY 2020. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of the following Items Collectively by Consent:

MOTIONED BY VICE CHAIR PATE, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE ITEMS A, C, D, E, AND F IN THE CONSENT AGENDA CONTINGENT UPON LEGAL REVIEW AND OTHER ACTIONS AS REQUIRED BY FLORIDA STATUTES. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

A. Consideration of Amendments No. 8 through No. 10 to the Fiscal Year 2019-2020 Budget

Adopt Resolution No. 866 amending the Fiscal Year 2019-2020 budget and allow staff to realign revenues and reserves to maintain the proper balance in each fund.

C. Consideration of Network Data Storage Drives Purchase and Annual Maintenance

Approve the purchase of Network Data Storage Drives and annual maintenance from Presidio for an amount not to exceed \$150,000.

D. Consideration of Contracted Services for Harmful Algal Bloom Innovative Technology Project for Lake Munson

Authorize the Executive Director to contract with AECOM in an amount not to exceed \$1,646,630.00 for the Lake Munson Harmful Algal Bloom Innovative Technology project, subject to legal counsel review and approval by the Executive Office of the Governor.

E. Consideration of Funding Agreement with Florida Department of Environmental Protection for Monitoring in St. Andrew Bay and Lake Wimico

Authorize the Executive Director to execute an agreement with the Florida Department of Environmental Protection (DEP) to accept funding not to exceed \$1,500,000 for the installation and monitoring of five discharge monitoring stations and water quality monitoring stations along the Intracoastal Waterway in Bay and Gulf Counties through September 2021, subject to budget approval and legal counsel review.

F. Consideration of Joint Funding Agreement with U.S. Geological Survey for Discharge Monitoring in St. Andrew Bay and Lake Wimico

Authorize the Executive Director to execute a Joint Funding Agreement with the U.S. Geological Survey for an amount not to exceed \$667,800 to install three discharge monitoring stations along the Intracoastal Waterway in Bay and Gulf Counties through September 2021, subject to budget approval and legal counsel review.

7. Legislative Update

Informational purposes only.

8. Legal Counsel Report

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

Carmen Diaz, Petitioner, vs. Northwest Florida Water Management District, and Palafox, LLC, Respondents, State of Florida Division of Administrative Hearings (DOAH), Case No. 19-5831

9. Escambia County Property Appraisers

MOTIONED BY CHAIR ROBERTS, SECONDED BY BO SPRING, THAT THE GOVERNING BOARD POSTPONE CONSIDERATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY PROPERTY APPRAISER, ESCAMBIA COUNTY TAX COLLECTOR, AND TAXING AUTHORITY TO THE APRIL GOVERNING BOARD MEETING. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Meeting was adjourned at 1:55 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending February 29, 2020

Balance Forward - Operating Funds \$46,266,376.69

Operating Funds Received in current month:

Revenue Receipts, Current	\$357,929.66	
Contracts Receivable	460,803.52	
Other Deposits/Refunds/Adjustments	9,324.07	
Transfers from Lands Accounts		
Total Deposits during month		828,057.25

Total Deposits and Balance Forward \$ 47,094,433.94

Disbursements:

Employee Salaries	445,543.07	
Employee Benefits	235,181.08	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	442,512.74	
Operating Expenses - Services	136,746.08	
Operating Expenses - Commodities	81,941.10	
Operating Capital Outlay	43,534.74	
Grants and Aids	365,971.41	
Total Operating Expenses during month	1,751,430.22	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	3,659.19	
Total Funds Disbursed by check during month	1,755,089.41	
Bank Debits (Fees, Deposit Slips, etc.)	0.89	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed		1,755,090.30

Cash Balance Operating Funds at month end \$ 45,339,343.64

Operating Depositories:

Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking	2,329,126.55	
Payroll Account	6,325.76	
Investment Accounts:		
Fla. Board of Administration @ 1.76%		
General Fund	21,458,922.50	
Lands Fee Fund	5,593,192.68	
SWIM Fund	91,132.99	
Springs Protection	57.95	
Mitigation Fund	15,860,334.96	

Total Operating Depositories at month end \$ 45,339,343.64

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending February 29, 2020

Land Acquisition Funds:

Fla. Board of Administration @ 1.76%	\$ 298,673.66	
Total Land Acquisition Funds		298,673.66

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 1.76%	56,712.01	
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Fla. Board of Administration Cyroress Springs R&M Account @ 1.76%	<u>841,066.51</u>	
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Total Restricted Land Management Funds		<u>897,778.52</u>
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Total Land Acquisition, and Restricted Management Funds		<u>1,196,452.18</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 46,535,795.82</u></u>
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Approved: _____
Chairman or Executive Director

Date: April 23, 2020

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending February 29, 2020
(Unaudited)

	Current Budget	Actuals Through 2/29/2020	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,529,580	\$ 3,015,199	\$ (514,381)	85%
Intergovernmental Revenues	63,673,318	6,098,875	(57,574,444)	10%
Interest on Invested Funds	265,000	304,545	39,545	115%
License and Permit Fees	355,642	223,990	(131,652)	63%
Other	5,416,697	169,477	(5,247,220)	3%
Fund Balance	25,504,703		(25,504,703)	0%
Total Sources	\$ 98,744,940	\$ 9,812,085	\$ (88,932,855)	10%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 7,168,011	\$ 1,251,992	\$ 2,057,948	\$ 3,858,070	17%	46%
Acquisition, Restoration and Public Works	61,172,100	1,706,156	10,841,775	48,624,169	3%	21%
Operation and Maintenance of Lands and Works	4,371,326	1,233,400	833,037	2,304,889	28%	47%
Regulation	3,853,337	1,366,672	147,877	2,338,788	35%	39%
Outreach	132,619	53,224	1,317	78,077	40%	41%
Management and Administration	2,025,816	777,996	82,152	1,165,668	38%	42%
Total Uses	\$ 78,723,209	\$ 6,389,441	\$ 13,964,107	\$ 58,369,661	8%	26%
Reserves	20,021,731			20,021,731	0%	0%
Total Uses and Reserves	\$ 98,744,940	\$ 6,389,441	\$ 13,964,107	\$ 78,391,392	6%	21%

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 February 29, 2020, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

FEBRUARY 2020

CHECKS	02/06/2020	\$	221,721.11
AP EFT CHECKS	02/07/2020		19,360.99
DIRECT DISBURSEMENT	02/07/2020		325.00
CHECKS	02/13/2020		519,728.46
AP EFT CHECKS	02/14/2020		9,130.54
DIRECT DISBURSEMENT	02/14/2020		176,863.12
CHECKS	02/20/2020		52,272.23
AP EFT CHECKS	02/21/2020		3,489.00
DIRECT DISBURSEMENT	02/21/2020		320.00
CHECKS	02/27/2020		223,112.05
AP EFT CHECKS	02/28/2020		1,550.96
RETIREMENT EFT	02/28/2020		82,404.20
Voided Checks	02/28/2020		-100.00
		\$	<u><u>1,310,177.66</u></u>

APPROVED:

Chairman or Executive Director

April 23, 2020

Date

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5043	ANDERSON MFG., INC.	02/06/2020	2,508.75	LST614 LANDSCAPE TRAILER W/ HD
4180	BA MERCHANT SERVICES	02/06/2020	338.00	TRANSACTION FEES FOR E-PERMITT
5671	THOMAS BASFORD	02/06/2020	100.00	REFUND WELL PERMIT 287939-1
5671	THOMAS BASFORD	02/06/2020	100.00	REFUND WELL PERMIT 289517 THOM
3113	RAY GLASS' BATTERIES, INC.	02/06/2020	385.95	REPLACEMENT BATTERIES
5499	BCC WASTE SOLUTIONS, LLC	02/06/2020	224.00	DUMPSTER FOR ECONFINA OFFICE A
2417	BEARD EQUIPMENT COMPANY, INC.	02/06/2020	1,891.36	BOBCAT T870 REPAIRS
5131	CITY OF DEFUNIAK SPRINGS	02/06/2020	195.38	WATER/SEWER DEFUNIAK SPRINGS
5041	FLATWOODS NATIVES, INC.	02/06/2020	3,029.00	HAULING OF TREE TUBELINGS AND
5041	FLATWOODS NATIVES, INC.	02/06/2020	32,475.80	ENCUMBER CONTRACT 19-036
5041	FLATWOODS NATIVES, INC.	02/06/2020	35,000.00	ENCUMBER CONTRACT 19-036
2713	FL DEPT OF AG. & CONSUMER SERVICES	02/06/2020	324.00	PRESCRIBED BURN ASSISTANCE
2713	FL DEPT OF AG. & CONSUMER SERVICES	02/06/2020	162.00	PRESCRIBED BURN ASSISTANCE
2701	FLORIDA MUNICIPAL INSURANCE TRUST	02/06/2020	788.00	FINAL AUDIT FY 18-19
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	02/06/2020	31.08	FAR AD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	02/06/2020	24.78	FAR AD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	02/06/2020	21.84	FAR AD FOR AVAILABILITY OF FY
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	02/06/2020	53.20	FAR ADS FOR GB MEETINGS
391	GADSDEN COUNTY TAX COLLECTOR	02/06/2020	119.55	TAG AND TITLE FOR 2020 CHEVY 1
3589	JOHNSON COMMUNICATIONS, INC.	02/06/2020	775.90	REPAIR MILTON OFFICE GATE
5653	L & R CONTRACTING, LLC	02/06/2020	40,350.99	ENCUMBER CONTRACT # 19-032
3266	LOWE'S COMPANIES INC.	02/06/2020	86.40	PLUMBING HAND TOOL/LIGHT FIXTU
4873	MAIN STREET AUTOMOTIVE, INC.	02/06/2020	33.26	OPEN PURCHASE ORDER FOR ERP-DF
5709	MISSY & MOSSY, LLC	02/06/2020	30,121.97	WILLIFORD SPRINGS HURRICANE RE
5641	MUNROE FOREST & WILDLIFE MANAGEMENT, INC	02/06/2020	15,365.50	ENCUMBER T.O. # 5 FOR CONTRACT
1205	OFFICE DEPOT, INC.	02/06/2020	36.28	2020 CALENDARS & OFFICE SUPPLI
1205	OFFICE DEPOT, INC.	02/06/2020	16.66	2020 CALENDARS & OFFICE SUPPLI
5610	OKALOOSA-WALTON SECURITY & SURVEILLANCE	02/06/2020	75.00	DEFUNIAK SECURITY SYSTEM
5703	OTT HYDROMET CORPORATION	02/06/2020	2,364.00	XCONNECT AND TEMPEST DCS TOOLK
5703	OTT HYDROMET CORPORATION	02/06/2020	156.00	IRIDIUM TELEMETRY SERVICE
4832	SUN LIFE FINANCIAL	02/06/2020	57.00	PREPAID DENTAL ACCT 5
4832	SUN LIFE FINANCIAL	02/06/2020	4,972.05	PPO DENTAL ACCT 4
4834	SUN LIFE FINANCIAL	02/06/2020	938.28	AD&D ACCT 1

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

4833	SUN LIFE FINANCIAL	02/06/2020	1,266.54	VOL LTD ACCT 3
1620	SUPERIOR FORESTRY SERVICE, INC	02/06/2020	24,990.00	2020 HAND PLANTING SERVICES FO
5336	TETRA TECH, INC	02/06/2020	5,571.25	ENCUMBER CONTRACT # 18-078
3790	WILDLANDS SERVICE, INC.	02/06/2020	16,581.34	PRESCRIBED BURNING SERVICES CP
4774	JOHN T WILLIAMSON	02/06/2020	190.00	JANITORIAL SERVICES FOR MILTON
TOTAL CHECKS			<u>221,721.11</u>	
3293	ANGUS G. ANDREWS, JR.	02/07/2020	8,125.00	ENCUMBER LEASE AGREEMENT - CON
4944	BRETT CYPHERS	02/07/2020	49.84	TRAVEL REIMBURSEMENT
4944	BRETT CYPHERS	02/07/2020	21.81	TRAVEL REIMBURSEMENT
3942	A & W VENTURES, L.C.	02/07/2020	156.34	PORTABLE TOILET FOR PHIPPS PAR
2516	HAINES J. LAYFIELD JR.	02/07/2020	135.00	TRAVEL REIMBURSEMENT
3813	PENNINGTON, P.A.	02/07/2020	10,873.00	LEGAL COUNSEL
TOTAL ACH TRANSFER			<u>19,360.99</u>	
5707	REFUND PAYEEZY	02/07/2020	100.00	KEVIN MORGAN P289686 WITHDRAWA
5707	REFUND PAYEEZY	02/07/2020	15.00	REFUND WELL PERMIT 290408
5707	REFUND PAYEEZY	02/07/2020	50.00	WELL PERMITTING REFUND PERMIT 2
5707	REFUND PAYEEZY	02/07/2020	40.00	REFUND FOR WATER WELL PERMIT 2
5707	REFUND PAYEEZY	02/07/2020	100.00	REFUND WELL PERMIT 290742
5707	REFUND PAYEEZY	02/07/2020	10.00	REFUND WELL PERMIT 290842
5707	REFUND PAYEEZY	02/07/2020	10.00	REFUND WELL PERMIT 290843
TOTAL DIRECT DISBURSEMENTS			<u>325.00</u>	
TOTAL AP			<u><u>241,407.10</u></u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
96	APALACHICOLA/CARRABELLE TIMES	02/13/2020	47.50	LEGAL AD APALACHICOLA TIMES
5702	AUTO ALLEY	02/13/2020	84.42	MINOR REPAIRS FOR REG AND ERP
5572	B & T FENCING, INC.	02/13/2020	500.00	FENCE REPAIR @ LAKE JACKSON RE
2967	BANK OF AMERICA	02/13/2020	3,087.20	P-CARD CHARGES
2967	BANK OF AMERICA	02/13/2020	2,663.29	MACK SEMI SERVICE/ REPAIRS
2967	BANK OF AMERICA	02/13/2020	10.49	REG OFFICE SUPPLIES-AMAZON
2967	BANK OF AMERICA	02/13/2020	47.98	2 REPLACEMENT POWER SUPPLIES F
2967	BANK OF AMERICA	02/13/2020	24.95	2 REPLACEMENT POWER SUPPLIES F
2967	BANK OF AMERICA	02/13/2020	91.98	AMAZON ORDER FOR GIS
2967	BANK OF AMERICA	02/13/2020	156.58	THERMAL BINDING SUPPLIES FOR B
2967	BANK OF AMERICA	02/13/2020	38.15	OFFICE SUPPLIES-AMAZON
2967	BANK OF AMERICA	02/13/2020	40.28	TRAILER REGISTRATION-WMD96374
2417	BEARD EQUIPMENT COMPANY, INC.	02/13/2020	2,901.63	DIAGNOSTIC OF JD 650K DOZER ID
5050	CONSTRUCTION DESIGN MANAGEMENT, LLC	02/13/2020	100.00	P284487 DOUBLE PAYMENT REFUND
5049	COSTORDE, LLC	02/13/2020	100.00	P284685 EPERMIT DISCOUNT REFUN
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	02/13/2020	740.30	LABORATORY ANALYSIS - ECONFINA
2241	DEPT. OF THE INTERIOR - USGS	02/13/2020	31,550.00	INTRACOASTAL WATER WAY MONITOR
3126	DEWBERRY ENGINEERS, INC	02/13/2020	67,222.19	ENCUMBER CONTRACT #16-056 TO#2
3424	DURRA-QUICK-PRINT INC.	02/13/2020	20.00	BUSINESS CARDS-LOCKE
3424	DURRA-QUICK-PRINT INC.	02/13/2020	20.00	BUSINESS CARDS-JOSLYN
4748	EAST MILTON WATER SYSTEM	02/13/2020	10.00	WATER MILTON OFFICE
4855	ENVIRON SERVICES INCORPORATED	02/13/2020	2,583.34	JANITORIAL SERVICES, HEADQUART
4888	ESPOSITO GARDEN CENTER	02/13/2020	350.01	INSTALLATION OF TURBO PRO COLL
1292	FISHER SCIENTIFIC	02/13/2020	102.43	LAB AND FIELD SUPPLIES
3282	W.W. GRAINGER, INC.	02/13/2020	736.51	GENERATOR FOR SAMPLING PUMPS A
916	GULF POWER COMPANY	02/13/2020	483.88	ELECTRIC-MILTON OFFICE
374	HOLMES COUNTY TIMES - ADVERTISER	02/13/2020	46.00	LEGAL AD HOLMES COUNTY TIMES A
3193	INSURANCE INFORMATION EXCHANGE	02/13/2020	232.65	BACKGROUND SCREENING
2299	LIBERTY COUNTY SOLID WASTE	02/13/2020	32.00	SOLID WASTE DUMPSTER-FL RIVER
4873	MAIN STREET AUTOMOTIVE, INC.	02/13/2020	30.56	OIL CHANGE FOR WMD-2414
4873	MAIN STREET AUTOMOTIVE, INC.	02/13/2020	58.49	ALIGNMENT THRUST ANGLE FOR WMD
4873	MAIN STREET AUTOMOTIVE, INC.	02/13/2020	581.55	REPAIRS TO WMD2420
5680	MCKENZIE MOTOR COMPANY	02/13/2020	143.82	MINOR REPAIRS FOR VEHICLE 9627
252	MONTICELLO NEWS	02/13/2020	61.30	LEGAL AD MONTICELLO NEWS
5641	MUNROE FOREST & WILDLIFE MANAGEMENT, INC	02/13/2020	3,510.00	ENCUMBER T.O. # 5 FOR CONTRACT
63	NORTHWEST FLORIDA DAILY NEWS	02/13/2020	81.09	LEGAL AD NORTHWEST FLORIDA DAI
64	PANAMA CITY NEWS HERALD	02/13/2020	104.54	WATER USE PERMIT LEGAL AD
5434	PRESIDIO NETWORKED SOLUTIONS LLC	02/13/2020	13,580.74	VMWARE RENEWAL

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP
COMPUTER PAID/EFT CHECKS

5714	ROBERT F MUNROE DAY SCHOOL, INC.	02/13/2020	100.00	290555 EPERMIT DISCOUNT REFUND
523	SANTA ROSA PRESS GAZETTE	02/13/2020	138.00	LEGAL AD PRESS GAZETTE
5651	SGS TECHNOLOGIE, LLC	02/13/2020	373.33	HOSTINA AND MAINTAINING DISTRI
3104	SOUTHERN WATER SERVICES, LLC	02/13/2020	250.00	QUARTERLY SAMPLING FOR ECONFIN
342	THE STAR	02/13/2020	47.50	LEGAL AD PORT ST. JOE STAR
110	TALQUIN ELECTRIC COOPERATIVE, INC.	02/13/2020	89.29	SECURITY LIGHTS - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	02/13/2020	246.68	WATER/SEWER - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	02/13/2020	4,489.59	ELECTRIC - HQ
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	02/13/2020	3,401.90	RECREATION SITE CLEANUP-CONTRA
5336	TETRA TECH, INC	02/13/2020	18,843.00	ENCUMBER CONTRACT # 18-078
4618	WAKULLA COUNTY BOCC	02/13/2020	359,357.32	ENCUMBER CONTRACT # 15-020
382	WASHINGTON COUNTY NEWS	02/13/2020	46.00	LEGAL AD WASHINGTON COUNTY NEW
5048	WILLIAM VAN CAMP	02/13/2020	170.00	P18216-2 CHANGED INDIVIDUAL TO

TOTAL CHECKS

519,728.46

4944	BRETT CYPHERS	02/14/2020	165.54	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	02/14/2020	90.00	TRAVEL REIMBURSEMENT
5368	KOUNTRY RENTAL NWF, INC.	02/14/2020	207.50	CLEANING OF ECONFINA OFFICE AN
5368	KOUNTRY RENTAL NWF, INC.	02/14/2020	7,790.00	PORTABLE & COMPOST TOILET SERV
5614	ZACHARY J. SELLERS	02/14/2020	787.50	DEFUNIAK OFFICE JANITORIAL
5656	JASON STORRS	02/14/2020	90.00	TRAVEL REIMBURSEMENT

TOTAL ACH TRANSFER

9,130.54

4605	PENNINGTON LAW FIRM TRUST ACCOUNT	02/11/2020	176,223.12	CLOSING FUNDS FOR DRY CREEK PLANTATION; JACKSON CO
5707	REFUND PAYEEZY	02/14/2020	220.00	BETHANY WOMACK 291144 TRANSFR
5556	REFUND OPAY	02/14/2020	420.00	P284487 TONIA NATION DOUBLE PA

TOTAL DIREST DISBURSEMENTS

176,863.12

TOTAL AP

705,722.12

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5044	A1A SEAMLESS GUTTERS	02/20/2020	7,600.00	GUTTER SYSTEM REPLACEMENT OF M
2197	A J TROPHIES & AWARDS INC - GLASSHOPPER	02/20/2020	114.95	FAREWELL PLAQUE FOR NICK PATRO
4686	MCCASKILL - QUIGLEY FORD, INC	02/20/2020	1,885.55	WMD 0036 SERVICE AND REPAIRS
3424	DURRA-QUICK-PRINT INC.	02/20/2020	20.00	BUSINESS CARDS FOR BRETT CYPHE
1292	FISHER SCIENTIFIC	02/20/2020	363.70	LAB AND FIELD SUPPLIES
2713	FL DEPT OF AG. & CONSUMER SERVICES	02/20/2020	648.00	PRESCRIBED BURN ASSISTANCE
65	GADSDEN COUNTY TIMES	02/20/2020	94.00	LEGAL AD GADSDEN COUNTY TIMES
5566	JAMIE ALLEN GREEN	02/20/2020	3,989.09	ENCUMBER CONTRACT # 18-043
5701	GRICE & SON PORT A POTTI, LLC	02/20/2020	380.00	PORTABLE TOILETS
61	JACKSON COUNTY FLORIDAN	02/20/2020	80.20	WATER USE PERMIT LEGAL AD
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/20/2020	289.35	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/20/2020	384.75	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/20/2020	268.32	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/20/2020	110.32	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/20/2020	313.45	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/20/2020	263.08	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/20/2020	228.68	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/20/2020	121.23	KONICA MINOLTA COPIER LEASE RE
5294	KRONOS, INCORPORATED	02/20/2020	3.50	TIMESHEET PROGRAM
4952	LAW, REDD, CRONA & MUNROE, P.A.	02/20/2020	1,325.50	ENCUMBER INSPECTOR GENERAL CON
5146	MICHAEL CORRIE MANNION	02/20/2020	13,043.80	STAFF AUGMENTATION FOR CUSTOM
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	02/20/2020	147.00	LABORATORY TESTING
62	PENSACOLA NEWS-JOURNAL	02/20/2020	158.98	LEGAL AD PENSACOLA NEWS JOURNA
62	PENSACOLA NEWS-JOURNAL	02/20/2020	126.50	WATER USE PERMIT LEGAL AD
4081	POT-O-GOLD RENTALS, LLC	02/20/2020	157.50	PORTABLE TOILETS FOR WEST REGI
4081	POT-O-GOLD RENTALS, LLC	02/20/2020	400.50	PORTABLE TOILETS FOR WEST REGI
4081	POT-O-GOLD RENTALS, LLC	02/20/2020	315.00	PORTABLE TOILETS FOR WEST REGI
4081	POT-O-GOLD RENTALS, LLC	02/20/2020	157.50	PORTABLE TOILETS FOR WEST REGI
4081	POT-O-GOLD RENTALS, LLC	02/20/2020	238.50	PORTABLE TOILETS FOR WEST REGI
4081	POT-O-GOLD RENTALS, LLC	02/20/2020	238.50	PORTABLE TOILETS FOR WEST REGI
4081	POT-O-GOLD RENTALS, LLC	02/20/2020	157.50	PORTABLE TOILETS FOR WEST REGI
4081	POT-O-GOLD RENTALS, LLC	02/20/2020	157.50	PORTABLE TOILETS FOR WEST REGI
4081	POT-O-GOLD RENTALS, LLC	02/20/2020	238.50	PORTABLE TOILETS FOR WEST REGI

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECKS

4081	POT-O-GOLD RENTALS, LLC	02/20/2020	157.50	PORTABLE TOILETS FOR WEST REGI
4081	POT-O-GOLD RENTALS, LLC	02/20/2020	157.50	PORTABLE TOILETS FOR WEST REGI
3482	SANTA ROSA COUNTY LANDFILL	02/20/2020	32.00	SOLID WASTE
4091	THE SHOE BOX	02/20/2020	539.94	JACKET ORDERS FOR LANDS FIELD
4091	THE SHOE BOX	02/20/2020	130.23	SAFETY BOOTS-LOCKE
5590	KENNETH N STOUTAMIRE	02/20/2020	2,625.00	ENCUMBER CONTRACT # 18-062
5161	TEN-8 FIRE EQUIPMENT, INC.	02/20/2020	626.88	SKID UNIT PARTS
5161	TEN-8 FIRE EQUIPMENT, INC.	02/20/2020	180.48	SKID UNIT PARTS
5682	VISION SYSTEMS UNLIMITED LLC	02/20/2020	675.00	FIELD CAMERA/RECORDER LENS
5218	WAGeworks, INC.	02/20/2020	59.15	COBRA ADMINISTRATION
385	WAKULLA NEWS	02/20/2020	75.00	LEGAL AD WAKULLA NEWS
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	02/20/2020	12,992.60	LAW ENFORCEMENT-CONTRACT NO. 1

TOTAL CHECKS

52,272.23

4845	CALHOUN COUNTY SHERIFF'S OFFICE	02/21/2020	1,024.00	LAW ENFORCEMENT - CONTRACT NO
3337	FORESTECH CONSULTING	02/21/2020	2,375.00	SUPPORT AND HOSTING FOR LAND M
5500	RYAN REGA	02/21/2020	90.00	TRAVEL REIMBURSEMENT

TOTAL ACH TRANSFER

3,489.00

5707	REFUND PAYEEZY	02/21/2020	320.00	P291089 CYPRESS ENVIRONMENTAL
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TOTAL DIRECT DISBURSEMENTS

320.00

TOTAL AP

56,081.23

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP
COMPUTER PAID/EFT CHECKS

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5044	A1A SEAMLESS GUTTERS	02/27/2020	2,350.00	GUTTER SYSTEM REPLACEMENT OF M
5045	BAKER METAL WORKS & SUPPLY LLC	02/27/2020	499.45	REPLACEMENT ROOFING MATERIALS
2992	BANK OF AMERICA	02/27/2020	335.25	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	02/27/2020	(259.57)	ACCOUNT ANALYSIS
4180	BA MERCHANT SERVICES	02/27/2020	594.88	TRANSACTION FEES FOR E-PERMITT
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	02/27/2020	296.19	MEDICARE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	02/27/2020	759.21	RETIREE MEDICAL INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	02/27/2020	55,928.83	MEDICAL INSURANCE
5635	CAMPLIFE, INC	02/27/2020	16,074.00	RESERVATION SYSTEM
1617	CAPITAL HEALTH PLAN	02/27/2020	82,937.75	MEDICAL INSURANCE
1023	CAPITAL HITCH SERVICE, INC	02/27/2020	407.85	TOOLBOX VEHICLE 96375
5689	WILLIAM D JONES	02/27/2020	245.00	WATER FOUNTAIN REPAIR
4676	CITY OF MILTON FLORIDA	02/27/2020	70.96	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	02/27/2020	20.33	SEWER MILTON FIELD OFFICE
3289	CITY OF TALLAHASSEE	02/27/2020	40.52	ELECTRIC DATA COLLECTION - LAKES
45	DMS	02/27/2020	622.97	DEFUNIAK LOCAL
45	DMS	02/27/2020	1,407.94	DEFUNIAK ETHERNET & LONG DISTANCE
45	DMS	02/27/2020	18.76	CONFERENCE CALLS
45	DMS	02/27/2020	1,358.97	HQ LOCAL
45	DMS	02/27/2020	107.27	HQ LONG DISTANCE
45	DMS	02/27/2020	73.76	MILTON LOCAL
45	DMS	02/27/2020	1.54	MILTON LONG DISTANCE
45	DMS	02/27/2020	6,910.67	HQ ETHERNET
45	DMS	02/27/2020	0.01	LAN PORTS AND INTRANET/INTERNET
45	DMS	02/27/2020	5.86	LAN PORTS AND INTRANET/INTERNET
5041	FLATWOODS NATIVES, INC.	02/27/2020	3,029.00	HAULING OF TREE TUBELINGS AND
4807	WEX BANK	02/27/2020	8,539.41	FUEL/REPAIR
4807	WEX BANK	02/27/2020	575.00	ENCUMBER CONTRACT # 14-057 - G
4807	WEX BANK	02/27/2020	400.00	WEX TELEMATICS FLEET MANAGEMEN
4807	WEX BANK	02/27/2020	25.00	ENCUMBER CONTRACT # 16-014 - G
4807	WEX BANK	02/27/2020	50.00	WEX TELEMATICS FLEET MANAGEMEN
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	02/27/2020	26.74	FAR AD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	02/27/2020	44.10	REGION II WRSP FAR AD

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECKS

26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	02/27/2020	19.60	FAR AD DRAFT RMP 2020
839	FORESTRY SUPPLIERS, INC.	02/27/2020	46.28	GENERAL OPERATION AND SAEFTY S
65	GADSDEN COUNTY TIMES	02/27/2020	41.12	WATER USE PERMIT LEGAL AD
2291	GULF COAST ELECTRIC COOPERATIVE,INC	02/27/2020	326.31	ELECTRIC SERVICE EFO
3266	LOWE'S COMPANIES INC.	02/27/2020	108.79	SPLASH BLOCKS FOR NEW GUTTER D
3266	LOWE'S COMPANIES INC.	02/27/2020	91.12	ZEP 5 GALLON DEGREASER AND ZEP
3266	LOWE'S COMPANIES INC.	02/27/2020	9.96	BUCKETS FOR SHOP
1205	OFFICE DEPOT, INC.	02/27/2020	19.44	REG OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	02/27/2020	39.08	REG OFFICE SUPPLIES
5610	OKALOOSA-WALTON SECURITY & SURVEILLANCE	02/27/2020	75.00	DEFUNIAK SECURITY SYSTEM
4091	THE SHOE BOX	02/27/2020	142.00	REPLACEMENT SHIRTS-E. THOMAS
4091	THE SHOE BOX	02/27/2020	87.15	DISTRICT CLOTHING-NEW EMPLOYEE
3213	SHI INTERNATIONAL CORP	02/27/2020	1,212.75	GFI MAIL ARCHIVER RENEWAL
4577	SOUTHERN TIRE MART, LLC	02/27/2020	193.00	REPLACEMENT TRAILER TIRES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	02/27/2020	519.98	OFFICE SUPPLIES
4832	SUN LIFE FINANCIAL	02/27/2020	16.60	PREPAID DENTAL ACCT 5
4832	SUN LIFE FINANCIAL	02/27/2020	5,285.69	PPO DENTAL ACCT 4
4834	SUN LIFE FINANCIAL	02/27/2020	959.28	AD&D ACCT 1
4833	SUN LIFE FINANCIAL	02/27/2020	1,266.54	VOL LTD ACCT 3
5161	TEN-8 FIRE EQUIPMENT, INC.	02/27/2020	94.06	SKID UNIT PARTS
5336	TETRA TECH, INC	02/27/2020	21,598.75	ENCUMBER CONTRACT # 18-078
5336	TETRA TECH, INC	02/27/2020	6,151.75	AS NEEDED HYDROLOGICAL SERVICE
5675	TONY KELLY HEATING & A/C	02/27/2020	159.00	DIAGNOSTIC TESTING ON AC
4557	VERIZON WIRELESS	02/27/2020	183.15	CELL PHONES
4557	VERIZON WIRELESS	02/27/2020	907.26	JETPACKS
4038	WINDSTREAM COMMUNICATIONS	02/27/2020	60.74	800 NUMBERS & EFO LONG DISTANCE

TOTAL CHECKS

223,112.05

4944	BRETT CYPHERS	02/28/2020	25.81	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	02/28/2020	162.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	02/28/2020	146.00	TRAVEL REIMBURSEMENT
5705	CODY JHONSON	02/28/2020	110.00	TRAVEL REIMBURSEMENT
5705	CODY JHONSON	02/28/2020	146.00	TRAVEL REIMBURSEMENT

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

5504	ANDREW JOSLYN	02/28/2020	353.63	TRAVEL REIMBURSEMENT
1095	TYLER MACMILLAN	02/28/2020	90.00	TRAVEL REIMBURSEMENT
4826	DOUG REDDICK	02/28/2020	126.44	REIMBURSEMENT
5475	LYLE SEIGLER	02/28/2020	229.08	TRAVEL REIMBURSEMENT
5656	JASON STORRS	02/28/2020	162.00	TRAVEL REIMBURSEMENT

TOTAL ACH TRANSFER	<u>1,550.96</u>
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TOTAL AP	<u><u>224,663.01</u></u>
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NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

FEBRUARY 2020

DIRECT DEPOSIT	02/14/2020	\$	215,714.14
CHECKS	02/14/2020		4,469.53
FLEX SPENDING EFT	02/14/2020		1,704.99
DIRECT DEPOSIT	02/28/2020		218,255.36
CHECKS	02/28/2020		3,062.74
FLEX SPENDING EFT	02/28/2020		1,704.99

\$ 444,911.75

APPROVED:

Chairman or Executive Director

April 23, 2019

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Lyle Seigler, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: April 8, 2020

SUBJECT: Consideration of Resolution No. 867 Committing Fund Balances
for the Fiscal Year Ending September 30, 2019, as Required By GASB
Statement No. 54

Recommendation

Staff recommends the Governing Board adopt Resolution No. 867 to commit fund balances for Fiscal Year 2018-2019 as follows:

- Commit \$3,481,378 from the General Fund balance for an Economic Stabilization Fund.
- Commit \$500,000 from the General Fund balance for the Bay County North Bay Reuse Grant.
- Commit \$500,000 from the General Fund balance for the Gulf County Water Supply Project.
- Commit \$371,650 from the General Fund balance for Water Supply Development Assistance Grants.
- Commit \$182,200 from the General Fund balance for St. Joe Bay Assessment Project.
- Commit \$100,000 from the General Fund balance for the Weems Road Pass Grant.
- Commit \$61,345 from the General Fund balance for the Apalachicola Bay Grant.
- Commit \$38,000 from the General Fund balance for Hydrologic Data Loggers.

Background

The Governmental Accounting Standards Board (GASB) Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions* establishes classifications to which government entities report their fund balances.

Under GASB 54, the Board is required to designate *committed* fund balances prior to September 30 each year. Since the District's fiscal year ends on this date, and outstanding revenues and expenditures have not yet been recorded, the Board adopted Resolution No. 856 on August 22, 2019, that specified estimated fund balance amounts as *committed*. As the District's financial statements ending September 30, 2019, are being finalized, actual cash balances have been determined. Therefore, Resolution No. 867 is the update to Resolution No. 856 and specifies actual cash balance amounts as *committed*. These are updated designations from the FY 2019-20 Tentative Budget and includes the amounts approved in Amendments 2 and 4 by the Board in January 2020 related to a hydrogeologic investigation to evaluate the feasibility of the intermediate and surficial aquifers in Gulf County as potential water supply sources and the replacement of hydrologic data loggers with updated technology, respectively.

Fund balances are reported under a hierarchy of five classifications:

- *Non-spendable* – Represents assets that are nonliquid (such as inventory) or amounts legally or contractually required to be maintained intact (such as the principal amount of an endowment).
- *Restricted* – When constraints are placed on the use of resources for a specific purpose by enabling legislation (legally enforceable), external parties, or constitutional provisions.
- *Committed* – When constraints are created by the Governing Board on how it will spend its resources documented via a resolution by the Board. The restraints remain binding until rescinded or changed by the same method the constraints were created.
- *Assigned* – Designation of amounts by either the Governing Board or staff (if authorized) to be used for a specific purpose narrower than the purpose of the fund. Only used for General Fund reserves.
- *Unassigned* – The excess of total ending fund balances not otherwise restricted, committed, or assigned. Only the General Fund has an unassigned category since money remaining in any other fund is automatically designated or assigned to the purpose of the fund.

The District accounts for all financial resources through a General Fund, the District's primary operating fund, four Special Revenue Funds, and a Capital Projects Fund used to account for revenue sources that are limited to expenditures for specific purposes. Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are *restricted* or *committed* to expenditures for specific purposes other than debt service or capital projects. If the balance of a Special Revenue Fund is not formally

restricted or committed by fiscal year end, then it must be reported as part of the General Fund for year-end audited financial statement purposes. A Capital Projects Fund is used to account for and report financial resources that are *restricted*, *committed*, or *assigned* to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Special Revenue Funds include these four funds:

- Regulation Fund - Provides for all regulatory permitting, licensing, and enforcement activities including the Environmental Resource Permitting Program, pursuant to Sections 373.413 and 373.4131, Florida Statutes. (Fund balance is *restricted*.)
- Special Projects Fund –
 - Accounts for all resource management projects and activities funded through revenue sources from grants and contracts with federal, state, or local government entities, as well as from an annual general operations state appropriation. Revenues have mainly been provided from Florida Department of Environmental Protection (DEP); Federal Emergency Management Agency (FEMA); U.S. Environmental Protection Agency (EPA); and state appropriations from the Land Acquisition Trust Fund (LATF), Ecosystem Management and Restoration Trust Fund, and Water Management Land Trust Fund (WMLTF). If there was an ending balance from these sources, the amounts would revert to the General Fund.
 - Accounts for revenue and expenditure of state funds annually appropriated for the District's Minimum Flows and Minimum Water Levels (MFLs) program for the purposes of Sections 373.041 and 373.042, Florida Statutes. (Fund balance is *restricted*.)
- Lands Management Fund - Accounts for activities associated with the management, improvement, maintenance, and restoration of District-owned lands. Revenues have been provided through timber sales and annual state appropriations for land management purposes. (Fund balance is *restricted*.)
- Mitigation Fund - Accounts for all District mitigation projects and activities funded primarily through the Florida Department of Transportation for the purposes of Section 373.4137, Florida Statutes. Expenditures include land acquisitions, restorations, monitoring, and other water resource related activities. (Fund balance is *restricted*.)

Capital Projects Funds include this fund:

- Capital Improvement & Land Acquisition Fund - Accounts for the acquisition of fixed assets and construction of major capital projects. The District uses the Capital Improvement & Land Acquisition Fund for all land acquisitions and capital construction and improvements. Funds have been provided mainly from Preservation 2000, Save our Rivers, and Florida Forever revenue sources. (Fund balance is *restricted*.)



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

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

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

RESOLUTION NO. 867 COMMITTING FUND BALANCE RESERVES FOR FISCAL YEAR 2018-2019 AS REQUIRED BY GASB Statement No. 54

WHEREAS, the 2018-2019 fiscal year of the Northwest Florida Water Management District extends from October 1, 2018, through September 30, 2019; and

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement No. 54 (GASB 54), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

WHEREAS, the Northwest Florida Water Management District implemented GASB 54 requirements, to apply to its financial statements beginning with the October 1, 2010, through September 30, 2011 fiscal year and prior to the end of each fiscal year thereafter; and

WHEREAS, the Northwest Florida Water Management District implemented a fund balance policy beginning in Fiscal Year 2010-2011, amended in Fiscal Year 2011-2012, which follows:

Fund balance measures the net financial resources available to finance expenditures of future periods.

The District's General Fund Balance will be Committed and Assigned to provide the District with sufficient working capital and a margin of safety to address unanticipated needs and emergencies without borrowing. The General Fund Balance may only be appropriated, by the Governing Board, by Resolution adopting a budget, or amendments to the Adopted Budget.

Fund Balances of the District may be committed for a specific source by Resolution of the Governing Board. Amendments or modifications of the committed fund balance must also be approved by the Governing Board by rescinding the Resolution or adopting a new Resolution.

When it is appropriate for fund balances to be assigned, the Board will assign funds or delegate authority to the Executive Director.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JON COSTELLO
Tallahassee

TED EVERETT
Chipley

BO SPRING
Port St. Joe

NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Northwest Florida Water Management District that fund balances will be committed for Fiscal Year 2018-2019 as follows:

Commit \$3,481,378 from the General Fund balance for an Economic Stabilization Fund.

Commit \$500,000 from the General Fund balance for the Bay County North Bay Reuse Grant.

Commit \$500,000 from the General Fund balance for the Gulf County Water Supply Project.

Commit \$371,650 from the General Fund balance for Water Supply Development Assistance Grants.

Commit \$182,200 from the General Fund balance for St. Joe Bay Assessment Project.

Commit \$100,000 from the General Fund balance for the Weems Road Pass Grant.

Commit \$61,345 from the General Fund balance for the Apalachicola Bay Grant.

Commit \$38,000 from the General Fund balance for Hydrologic Data Loggers.

ADOPTED AND APPROVED this 23rd day of April 2020, A.D.

ATTEST:

George Roberts, Chair

Brett Cyphers, Acting Secretary-Treasurer

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Lyle Seigler, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: April 8, 2020

SUBJECT: Consideration of Amendments No. 11 and 12 to the Fiscal Year 2019-2020 Budget

Recommendation

Staff recommends the Governing Board adopt Resolution No. 868 amending the Fiscal Year 2019-2020 budget and allow staff to realign revenues and reserves to maintain the proper balance in each fund.

Background

Amendment 11 involves budgeting unanticipated revenue. Per s. 373.536(4)(c), F.S., this amendment was submitted to the Executive Office of the Governor (EOG) for approval on March 30, 2020 and EOG approval was received on April 3, 2020. Amendment 12 consists of transfers using existing expense and revenue budget between activities and projects.

Specifically, they include:

No. 11 \$302,160 in unanticipated revenue from the State of Florida to expand and enhance water quality monitoring in Lake Wimico, East Bay (St. Andrew Bay), and the Intracoastal Waterway.

No. 12 \$27,000 in Contracted Services transfers from Activity 221 Water Resource Development Projects to Activity 230 Surface Water Projects for surveying activities at the Lake Jackson stormwater treatment facility.

Summary of Fund Impact to Expense Budget:

<u>Fund Source</u>	<u>Increase</u>	<u>Decrease</u>	<u>Impact</u>
Projects Fund	329,160	(27,000)	302,160



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

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

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

RESOLUTION NO. 868 AMENDMENT NUMBERS 11 AND 12 TO FISCAL YEAR 2019-2020 BUDGET

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

WHEREAS, by Resolution No. 858, after a public hearing on September 26, 2019, the Governing Board of the District adopted a final budget for the District covering its proposed operations and other requirements for the ensuing fiscal year, beginning October 1, 2019 through September 30, 2020; and

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

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

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

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

The budget is hereby amended as summarized in the memorandum dated April 8, 2020, requesting Amendments No. 11 and No. 12 to the Fiscal Year 2019-2020 budget. Amendment No. 11 increases spending authority and revenue by \$302,160 to expand and enhance water quality monitoring in Lake Wimico, East Bay (St. Andrew Bay), and the Intracoastal Waterway. Amendment No. 12 provides for cost-neutral budget transfers in the amount of \$27,000.

ADOPTED AND APPROVED this 23rd day of April 2020, A.D.

ATTEST:

George Roberts, Chair

Brett Cyphers, Acting Secretary-Treasurer

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JON COSTELLO
Tallahassee

TED EVERETT
Chipley

BO SPRING
Port St. Joe

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Lyle Seigler, Chief of Staff
Wendy Dugan, Division of Administration Director

FROM: Amanda Bedenbaugh, Bureau of Finance & Accounting Chief

DATE: April 8, 2020

SUBJECT: Consideration of Request to Open a New Checking Account at Bank of America

Recommendation

Staff recommends the Governing Board approve opening a new checking account to accept payments from persons and entities doing business with the District.

Background

The District accepts electronic deposits from governmental entities and through the online permitting system, while all other receivables owed to the District are delivered in person or through the mail in the form of checks and cash. Due to safety concerns with the coronavirus, and to enable all District customers to electronically deposit funds, efforts have already been undertaken to open a new checking account. As the routing and account information will be made available publicly, this checking account will be used as a passthrough account for Accounting staff to distribute funds to other internal bank accounts.

Resolution number 248 states the Governing Board shall authorize the addition of and closing of District bank accounts.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Lyle Seigler, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: April 8, 2020

SUBJECT: Information Item - Overview of Payment in Lieu of Taxes for 2019

Chapter 373.59, Florida Statutes, requires the District to make Payment in Lieu of Taxes (PILT) annually on District land purchases to qualifying counties. The payment reflects the ad valorem tax losses incurred as a result of these purchases. A county qualifies if its population is 150,000 people or fewer. Since 1992 and including this calendar year, the District will have paid \$1.88 million to qualifying counties.

Counties that qualify include the following along with their respective payment for the 2019 calendar year.

<u>County</u>	<u>PILT Amount for 2019</u>
Calhoun	\$ 5,828.71
Holmes	\$ 1,997.13
Jackson	\$ 9,281.89
Liberty	\$ 7,533.05
Walton	\$ 19,338.24
Washington	<u>\$ 41,615.07</u>
TOTAL	\$ 85,594.09

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Brett Cyphers, Executive Director

DATE: April 8, 2020

SUBJECT: Consideration of FY 2020-2021 Springs Restoration Funding Requests

Recommendation

Staff recommends the Governing Board (1) approve the projects included in Table 1 totaling \$9,618,344, (2) approve submittal of the projects to the Department of Environmental Protection (DEP) for funding consideration, and (3) authorize the Executive Director to enter into agreements with DEP and cooperators to receive up to the amount requested to implement springs restoration projects as described, subject to budget authority and legal counsel review.

Discussion

The Florida Legislature is expected to appropriate \$50,000,000 for FY 2020-2021 statewide springs restoration and protection projects. This funding will be allocated by DEP to the four water management districts with springs to manage. Since this program began in FY 2013-2014, more than \$75.3 million in springs restoration funding has been awarded in northwest Florida.

In January 2020, the District issued a Notice of Funding Availability for eligible spring restoration and protection projects, with applications due by March 13, 2020. Staff also met with individual stakeholders during the application period to discuss potential projects, several of which are additional phases of current septic-to-sewer and agricultural cost-share projects. As shown in Table 1, the District is requesting approximately \$9.6 million in FY 2020-2021 funding from DEP to implement priority projects in the Panhandle, including:

- \$8.6 million for septic tank conversion to central sewer projects in Jackson and Wakulla counties; and
- \$1 million for stormwater improvements at Jackson Blue Spring Recreation Area.

Final approval of funding for the FY 2020-2021 springs projects is subject to the Governor's approval of the state's budget. Additionally, the District, in cooperation with participating local governments, continues to maintain a long-range springs project plan that identifies planned and potential springs projects across northwest Florida for a 10-year period. This plan remains dynamic and is subject to continued development based on both state funding and local priorities. It provides, however, a useful planning tool and conceptual roadmap for long-term restoration.

Table 1. NFWMD FY 2020-2021 Springs Restoration Funding Requests

Spring Name	Project Name	County	Project Type	Project description	Nitrogen Reduced (lbs/yr)	Sediment reduced (in lbs/yr)	Quantity of Water Made Available (MGD)	Acres to be Acquired	State Funding Requested	Local Match
Wakulla Spring	Wakulla County Jerry Moore Lift Station and Force Main	Wakulla	Wastewater Collection & Treatment	The Jerry Moore Lift Station retrofit project is vital to the continuation of septic-to-sewer projects in Wakulla Gardens and any future projects towards the eastern area of Wakulla County. This lift station is currently a bottle neck that is not sized to accept flow from projects past Wakulla Gardens Phase II which was just completed. The County anticipates this project will be awarded by the Treasury as part of the RESTORE Act and should be released in May of this year. If for some unforeseen reason this project is not funded through the Treasury, it is imperative that funding be acquired for the upgrades to ensure successful septic-to-sewer projects moving forward.	NA	NA	NA	NA	\$2,362,170	\$0
Wakulla Spring	Wakulla Gardens Phase 4A	Wakulla	Wastewater Collection & Treatment	Continue septic to central sewer connection project for 98 additional homes in the Wakulla Spring PFA2.	Up to 1,081 lbs/yr TN	NA	NA	NA	\$3,000,000	\$0
Jackson Blue Spring	Indian Springs Sewer Phase 2C	Jackson	Wastewater Collection & Treatment	Continue septic to central sewer connection project for 48 additional homes (94 lots) on the south side of Merritts Mill Pond.	Up to 370 lbs/yr TN	NA	NA	NA	\$2,145,879	\$0
Chipola River Springs	Tara Estates Sewer Project	Jackson	Wastewater Collection & Treatment	Extend central sewer service to the Tara Estates neighborhood located north of Marianna. The project includes abandoning up to 17 aging septic tanks proximate to the Chipola River.	Up to 131 lbs/yr TN	NA	NA	NA	\$1,125,500	\$0
Jackson Blue Spring	Jackson Blue Spring Recreation Area Restoration, Phase II	Jackson	Stormwater	Continue springs protection efforts to reduce the stormwater runoff into Jackson Blue Spring from parking and roadway areas and addresses damaging impacts from Hurricane Michael.	NA	NA	NA	NA	\$984,795	\$0
TOTAL									\$9,618,344	\$0

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Lyle Seigler, Chief of Staff

FROM: Lennie Zeiler, Director, Division of Asset Management

DATE: April 8, 2020

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Revell Property; Wakulla County

Recommendation:

Staff recommends the Governing Board accept the appraisals prepared by Trigg, Catlett & Associates and Cureton Johnson & Associates, LLC and the review appraisal prepared by Chandler and Associates of Panama City, Inc., for the Revell Property in Wakulla County, and authorize the Executive Director to execute the following documents: the Purchase and Sale Agreement, Conservation Easement and all closing documents on behalf of the District with E. Guy Revell, Jr. for the acquisition of the northern tract in fee simple for \$557,938 and less-than-fee simple (conservation easement) on the southern tract for \$386,957, subject to the terms and conditions of the Agreement, approval of the agreement by legal counsel and the Seller. In addition, authorize the Executive Director to correct technical or scrivener errors related to this acquisition.

Background:

Staff obtained two separate appraisals and a review appraisal of those two appraisals for the Revell property. The appraisals were prepared by Trigg, Catlett & Associates and Cureton Johnson & Associates, LLC. The review appraisal was prepared by Chandler and Associates of Panama City, Inc. Each of the above-named appraisers is on the Department of Environmental Protection's approved appraiser list. The review appraiser indicated the best supported valuation and this value set the ceiling on the purchase price offered to the Seller.

The Seller accepted staff's offer and staff proposes the acquisition, as outlined in the Purchase and Sale Agreement. The acquisition will include the fee simple purchase of the northern tract (131.49 acres +/-) and purchase of less-than-fee simple (conservation easement) on 124.73 acres +/- as shown on the attached maps in Wakulla County from Mr. E. Guy Revell, Jr. The property is a mosaic of agricultural land with natural upland and wetland forest. According to the landowner, the property contains seven sinkholes which include Revell Sink, a documented karst window known to have a confirmed connection between Wakulla Spring and Spring Creek. The Revell

property is located within the Wakulla Springs and Upper Wakulla River Basin Management Action Plan (BMAP) Primary Focus Area II.

Purchase Price. The purchase price negotiated by staff for the fee simple purchase of the northern tract (131.49 acres +/-) is \$557,938.00 and the purchase price negotiated by staff for the less-than-fee simple (conservation easement) on the southern tract (124.73 acres +/-) is \$386,957 for a total purchase price of \$944,895. The purchase price does not include any closing costs.

The purchase of the northern tract of the Revell property and conservation easement on the southern tract will be funded with a legislative appropriation through a DEP grant for springs protection. Adequate funding is budgeted in the FY 2019-20 budget for this acquisition.

Appraisal/Review Appraisal. The District paid for the appraisals and review appraisal at a combined cost of \$21,850.

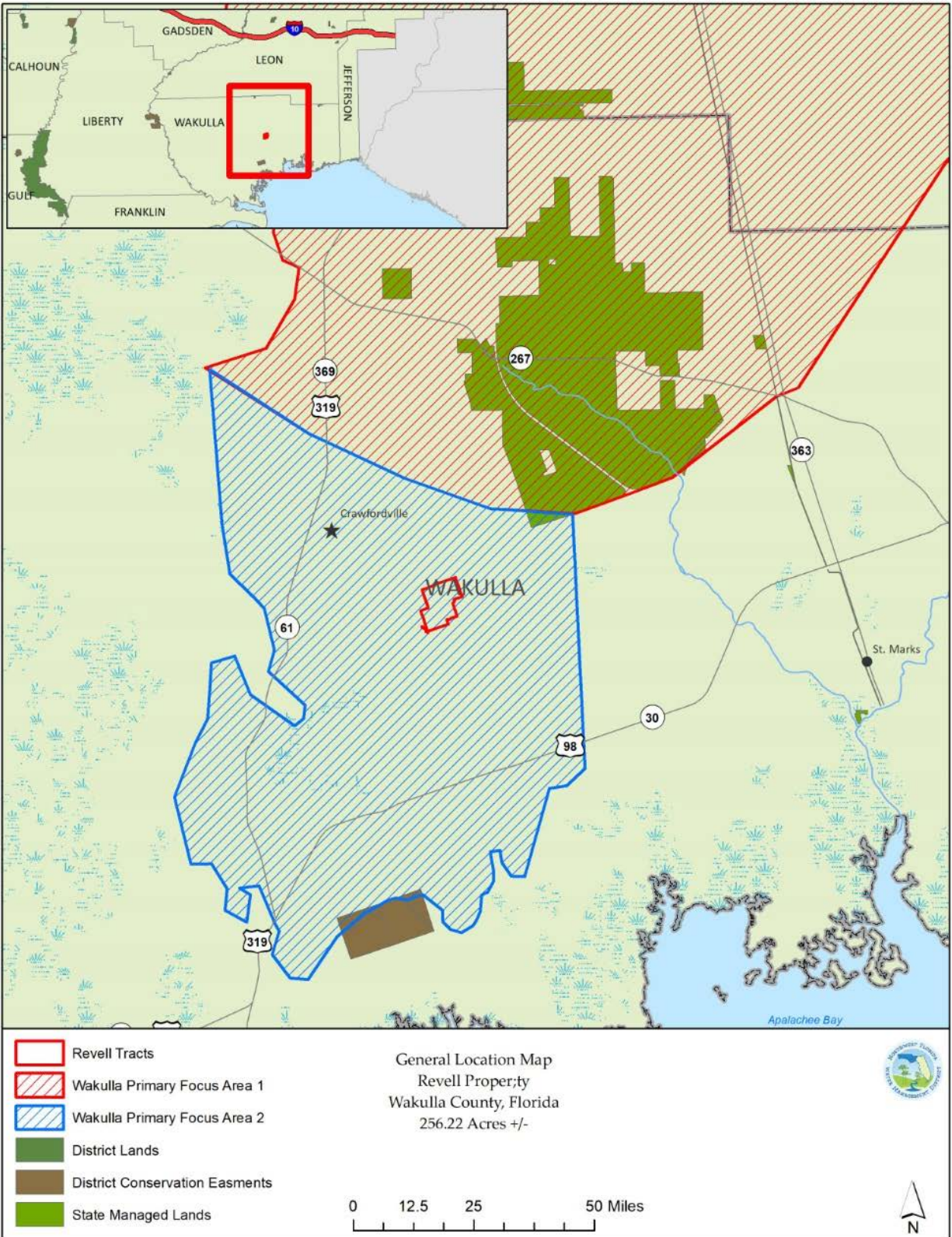
Survey. The District will hire a surveyor to prepare a survey and delineate the ordinary high-water line, if needed.

Environmental Site Assessment. The District will pay for the environmental site assessment.

Baseline Documentation Report. The District will pay for the baseline documentation report.

Title Insurance. The District will pay for the cost of the title exam and premium, document preparation, and recording fees. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

LZ/cb





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____ day of _____, 2020, between **E. GUY REVELL, JR.**, whose address is: 2451 Surf Road, Panacea, FL 32346, referred to herein as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

1. **Purchase and Sale/The Property.** Seller agrees to sell and Purchaser agrees to purchase that certain real property located in Wakulla County, Florida, as described on **Exhibit A** hereto as the Northern Parcel and the Southern Parcel, and to be verified by survey obtained by Purchaser (the "Property"), in accordance with the terms and provisions of this Agreement.

2. **Interest Conveyed/Conservation Easement Amendment.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a Warranty Deed for the Northern Parcel of the Property, substantially in the form set forth in **Exhibit B** attached hereto, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, existing road rights of way, and the life estate as stated in said Warranty Deed. The conveyance will include all the right, title and interest of Seller, if any, in any mineral rights, riparian rights, governmental approvals, fixtures, easements, rights-of-way, licenses, privileges, and all other appurtenances to the Property.

In addition, Seller will execute and deliver to Purchaser a Conservation Easement over, across, through, beneath and upon the Southern Parcel of the Property, substantially in the form of amendment set forth in **Exhibit C** attached hereto.

3. **Purchase Price.** The Purchase Price for the Property (the "Purchase Price") will be Nine Hundred Forty-Four Thousand Eight Hundred Ninety-Five and 00/100 Dollars (\$944,895.00). Said Purchase Price is comprised of the following per-parcel values: \$557,938.00 for the fee simple conveyance of the Northern Parcel; and \$386,957.00 for the conservation easement conveyance upon the Southern Parcel.

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on: for Northern Parcel , \$4,243.197 per acre (the "Northern Parcel Acre Price") for an estimated 131.49 acres; and for the Southern Parcel , \$3,102.357 per acre (the "Southern Parcel Acre Price") for an estimated 124.73 acres. The Purchase Price shall be adjusted and the final adjusted purchase price (the "Adjusted Purchase Price") shall be obtained by multiplying the lower of the Northern Parcel Acre Price and Southern Parcel Acre Price, or the District-approved acre value for any such parcel, by the acreage shown on the survey to be obtained under the provisions of paragraph 6 of this Agreement. The Northern Parcel Acre Price and Southern Parcel Acre Price set forth above shall not decrease unless it is in excess of the District-approved acre value for any such parcel. The Seller acknowledges that the District-approved acre value and the amount of acreage depicted on the survey may vary substantially from the acre prices and the estimated number of acres described above. In the event the results of the survey determine that the total

acreage of any parcel is more or less than as specified above, the Purchase Price shall be adjusted upward or downward by multiplying the appropriate acre price by the acreage shown on the final survey; provided, however, that the Adjusted Purchase Price shall not exceed the District-approved value for any such parcel regardless of the final acreage determination, and that the District-approved value is equal to or greater than the Adjusted Purchase Price. Seller agrees to give Purchaser reasonable time (no more than 30 days after receipt of the final approved survey) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the acre price for any parcel decreases below the values set forth above, then Seller shall have the option to either terminate this Agreement or proceed to Closing at the reduced parcel acre price. Seller shall notify Purchaser in writing of its decision within ten (10) days of Seller's receipt of notice of the reduced acre price.

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

6. **Survey.** Purchaser will obtain a current survey of the Property acceptable to Purchaser and Seller. Purchaser shall have the right to object to any matters reflected on the survey, and such objections shall be treated in the same manner as an objection to title. The cost of the survey shall be borne by Purchaser.

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

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

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

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

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

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

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

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

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

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

8. **Closing Documents.** The Closing will take place on or before July 31, 2020, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 11:00 a.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than July 31, 2020. The closing date may be extended by notice from Purchaser for objections to title, boundary map acreage certification, environmental audit, or any other documents required to be provided or completed and executed by Seller. Closing is subject to approval of the Legislative Budget Committee and the availability of appropriations in the fiscal year of Closing.

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

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

10. **Expenses/Taxes and Assessments.** Seller will pay documentary revenue stamp taxes associated with the conveyance of the Property and the cost of recording all curative instruments and subordinations. The cost of recording the Warranty Deeds and the Conservation Easement shall be borne by Purchaser. Each party shall bear their own attorney fees. Ad valorem taxes on the Property and any assessments on the Property shall be paid by Seller at closing, if due and payable at that time, and if not due and payable at closing, then as prorated for the year of closing.

11. **Risk of Loss.** Seller assumes all risk of loss or damage to the Property prior to the date of Closing, and warrants that the Property will be transferred and conveyed to Purchaser in the same or substantially the same condition as it existed on November 5, 2019, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

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

12. **Seller's Representations, Warranties, Covenants and Agreements.** Seller represents, with the intent to induce Purchaser to enter into this Agreement and to purchase the Property, and with the understanding that Purchaser is relying upon the accuracy of such representations and that this Agreement is contingent upon and subject to the truth and accuracy

of such representations and the full and complete satisfaction of such covenants and agreements, failing which Purchaser shall have the option of terminating this Agreement, that:

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

(b) No person, firm or entity, other than Purchaser, has any rights in, or right or option to acquire, the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Purchaser's prior written consent, lease, transfer, mortgage, pledge or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any such rights with respect to the Property or any part thereof.

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

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

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

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

(g) There are no taxes, assessments or levies of any type whatsoever that can be imposed upon and collected from the Property arising out of or in connection with the

ownership and operation of the Property, or any public improvements in the general vicinity of the Property except for ad valorem taxes on the Property for the calendar year in which the Closing occurs.

(h) There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are not such actions, suits, claims, litigation or proceedings contemplated. Seller agrees to indemnify and hold Purchaser harmless from and against any and all debts, expenses, claims, demands, judgments and/or settlements arising therefrom and to prevent the filing of any liens, lis pendens, or other encumbrances against the Property as a result thereof. In the event such liens or encumbrances are so filed, Seller shall cause the same to be canceled or discharged of record by bond or otherwise within five (5) days after written notice from Purchaser.

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

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

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

(l) The Property is substantially in the same condition as existed on November 5, 2019. Since November 5, 2019, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees thereon, by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER: E. Guy Revell, Jr.
2451 Surf Road
Panacea, Florida 32346

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

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

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

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

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

(b) Purchaser shall have received and approved the Survey, Title Commitment and Environmental Assessment provided for herein;

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

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

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

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

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

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

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

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

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

(l) The **Purchaser** may terminate this Agreement for any reason, or no reason, at any time prior to Closing.

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

24. INTENTIONALLY OMITTED

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

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

26. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until April 23, 2020.

27. **Subordination.** INTENTIONALLY OMITTED

{SIGNATURES ON FOLLOWING PAGE}

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

SELLER:

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____

E. Guy Revell, Jr.

Date: _____

By: _____

George Roberts, Chair

Date: _____

EXHIBIT A

The land referred to herein below is situated in the County of WAKULLA, State of Florida, and described as follows:

PARCEL 1 (NORTHERN PARCEL):

LOT 54 THE HARTSFIELD SURVEY OF LANDS OF WAKULLA COUNTY, FLORIDA
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 54 OF HARTSFIELD SURVEY IN WAKULLA COUNTY, FLORIDA; THENCE NORTH 18 DEGREES WEST 1755.50 FEET TO A STAKE, THENCE EAST 72 DEGREES NORTH 1980 FEET TO A STAKE, THENCE NORTH 18 DEGREES WEST 78.52 FEET TO A STAKE, THENCE EAST 72 DEGREES NORTH 1980 FEET TO THE EAST BOUNDARY LINE OF SAID LOT 54, THENCE SOUTH 18 DEGREES EAST 1834.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 54, THENCE WEST 72 DEGREES SOUTH 3960 FEET TO THE SOUTHWEST CORNER OF SAID LOT 54, THE POINT OF BEGINNING.

ALSO DESCRIBED AS LOTS 7, 8, 9, 10, 11, 12, 13, AND 14 OF THE JOHN PIPLACK'S SUBDIVISION OF LOT 54 OF HARTSFIELD SURVEY AS PER PLAT DATED SEPTEMBER 1, 1930 AND RECORDED IN PLAT BOOK 1, PAGE 9 OF THE PUBLIC RECORDS IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF WAKULLA COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION OF THE BELOW DESCRIBED PROPERTY LYING WITHIN THE ABOVE DESCRIBED PROPERTY:

BEGIN AT A RE-ROD MARKING THE SOUTHEAST CORNER OF LOT 59 (ALSO BEING THE SOUTHWEST CORNER OF LOT 54) OF THE HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA AND THENCE RUN SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 59, A DISTANCE OF 838.82 FEET TO A RE-ROD, THENCE RUN SOUTH 16 DEGREES 32 MINUTES 33 SECONDS EAST 1259.00 FEET TO A RE-ROD ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF LOWER BRIDGE, THENCE RUN NORTH 62 DEGREES 15 MINUTES 05 SECONDS WEST ALONG SAID RIGHT-OF-WAY BOUNDARY 911.47 FEET TO A RE-ROD MARKING A POINT OF CURVE TO THE LEFT, THENCE RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY AND ALONG SAID CURVE WITH A RADIUS OF 2914.79 FEET THRU A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 49 SECONDS FOR AN ARC DISTANCE OF 804.48 FEET, THE CHORD OF SAID ARC BEING NORTH 70 DEGREES 09 MINUTES 35 SECONDS WEST 801.93 FEET, THENCE RUN NORTH 11 DEGREES 56 MINUTES 00 SECONDS EAST 361.72 FEET TO A POINT ON A

CURVE CONCAVE TO THE SOUTHERLY, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 470.00 FEET THRU A CENTRAL ANGLE OF 42 DEGREES 44 MINUTES 04 SECONDS FOR AN ARC DISTANCE OF 350.55 FEET, THE CHORD OF SAID ARC BEING SOUTH 80 DEGREES 38 MINUTES 44 SECONDS EAST 342.48 FEET, THENCE RUN SOUTH 59 DEGREES 16 MINUTES 42 SECONDS EAST 46.51 FEET TO A POINT OF CURVE TO THE LEFT, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 530.00 FEET THRU A CENTRAL ANGLE OF 17 DEGREES 52 MINUTES 19 SECONDS FOR AN ARC DISTANCE OF 165.32 FEET, THE CHORD OF SAID ARC BEING SOUTH 68 DEGREES 12 MINUTES 51 SECONDS EAST 164.65 FEET, THENCE RUN NORTH 09 DEGREES 36 MINUTES 17 SECONDS EAST 388.00 FEET TO A POINT OF CURVE TO THE LEFT, THENCE RUN NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 500.00 FEET THRU A CENTRAL ANGLE OF 27 DEGREES 04 MINUTES 01 SECONDS FOR AN ARC DISTANCE OF 236.20 FEET, THE CHORD OF SAID ARC BEING NORTH 03 DEGREES 55 MINUTES 43 SECONDS WEST 234.01 FEET, THENCE RUN NORTH 17 DEGREES 27 MINUTES 43 SECONDS WEST 30.63 FEET TO A POINT OF CURVE TO THE LEFT, THENCE RUN NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 220.00 FEET THRU A CENTRAL ANGLE OF 50 DEGREES 12 MINUTES 47 SECONDS FOR AN ARC DISTANCE OF 192.80 FEET, THE CHORD OF SAID ARC BEING NORTH 42 DEGREES 34 MINUTES 07 SECONDS WEST 186.69 FEET TO A POINT OF REVERSE CURVE, THENCE RUN NORTHWESTERLY ALONG SAID REVERSE CURVE WITH A RADIUS OF 540.00 FEET THRU A CENTRAL ANGLE OF 07 DEGREES 58 MINUTES 54 SECONDS FOR AN ARC DISTANCE OF 75.22 FEET, THE CHORD OF SAID ARC BEING NORTH 63 DEGREES 41 MINUTES 04 SECONDS WEST 75.16 FEET, THENCE RUN SOUTH 30 DEGREES 18 MINUTES 23 SECONDS WEST 175.00 FEET, THENCE RUN SOUTH 88 DEGREES 52 MINUTES 13 SECONDS WEST 91.21 FEET, THENCE RUN NORTH 87 DEGREES 39 MINUTES 02 SECONDS WEST 149.31 FEET, THENCE RUN NORTH 64 DEGREES 46 MINUTES 18 SECONDS WEST 164.38 FEET, THENCE RUN NORTH 37 DEGREES 59 MINUTES 53 SECONDS WEST 164.38 FEET, THENCE RUN NORTH 18 DEGREES 46 MINUTES 07 SECONDS WEST 171.21 FEET TO THE EASTERLY RIGHT-OF-WAY BOUNDARY OF CAJER POSEY ROAD, THENCE RUN NORTH 10 DEGREES 48 MINUTES 28 SECONDS EAST ALONG SAID RIGHT-OF-WAY BOUNDARY 403.87 FEET TO A RE-ROD, THENCE RUN NORTH 15 DEGREES 12 MINUTES 04 SECONDS EAST ALONG SAID RIGHT-OF-WAY BOUNDARY 594.87 FEET TO A RE-ROD, THENCE RUN NORTH 73 DEGREES 04 MINUTES 21 SECONDS EAST 1445.98 FEET TO A ST. JOE PAPER COMPANY CONCRETE MONUMENT, THENCE RUN SOUTH 17 DEGREES 34 MINUTES 29 SECONDS EAST 223.93 FEET TO A ST. JOE PAPER COMPANY CONCRETE MONUMENT, THENCE RUN NORTH 72 DEGREES 22 MINUTES 59 SECONDS EAST 736.49 FEET TO A RE-ROD, THENCE RUN SOUTH 17 DEGREES 39 MINUTES 29 SECONDS EAST 1753.48 FEET TO A RE-ROD ON THE SOUTHERLY BOUNDARY OF SAID LOT 54, THENCE RUN SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY BOUNDARY 736.50 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS THE FARM SUBDIVISION, PHASE 1 ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 93 THRU 98 OF THE PUBLIC

RECORDS OF WAKULLA COUNTY, FLORIDA.

PARCEL 2 (SOUTHERN PARCEL):

THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER (NW 1/4 AND W 1/2 OF NE 1/4) LESS 10 ACRES ACROSS THE SOUTH SIDE THEREOF, OF LOT 53 HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA.

AND:

COMMENTING AT THE NORTHEAST CORNER OF LOT 60 OF THE HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA, AND RUN THENCE SOUTH 17 DEGREES 04 MINUTES 45 SECONDS EAST ALONG EASTERLY LINE OF SAID LOT A DISTANCE OF 2117.32 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD S - 368 (OLD CRAWFORDVILLE TO ST. MARKS ROAD) AND THE EASTERLY BOUNDARY OF SAID LOT 60 OF HARTSFIELD SURVEY FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, RUN NORTH 62 DEGREES 15 MINUTES 25 SECONDS WEST (BEARING BASE) ALONG THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF SAID ROAD 210.0 FEET, THENCE RUN DUE NORTH 210.0 FEET, THENCE RUN NORTH 62 DEGREES 15 MINUTES 25 SECONDS WEST AND PARALLEL TO NORTHERLY RIGHT-OF-WAY BOUNDARY OF SAID ROAD 378.63 FEET, THEN RUN NORTH 16 DEGREES 17 MINUTES 13 SECONDS WEST 107.08 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A 25.0 FOOT ROAD, THENCE RUN SOUTH 62 DEGREES 15 MINUTES 25 SECONDS EAST ALONG SOUTHERLY BOUNDARY OF SAID ROAD 262.79 FEET, THEN RUN NORTH 17 DEGREES 04 MINUTES 45 SECONDS WEST 35.24 FEET, THEN RUN SOUTH 62 DEGREES 15 MINUTES 25 SECONDS EAST 237.4 FEET AND TO THE EASTERLY BOUNDARY OF SAID LOT 60 OF THE HARTSFIELD SURVEY, THEN RUN SOUTH 17 DEGREES 04 MINUTES 45 SECONDS EAST ALONG EAST LINE OF SAID LOT THE DISTANCE OF 405.25 FEET TO THE POINT OF BEGINNING. IN THE EAST HALF OF LOT 60 OF THE HARTSFIELD SURVEY OF LAND IN WAKULLA COUNTY, FLORIDA.

EXHIBIT B

Prepared by and return to:
J. Breck Brannen, Esq.
Pennington, P.A.
P.O. Box 10095
Tallahassee, FL 32302-2095

WARRANTY DEED

THIS WARRANTY DEED is made as of the ____ day of _____, 2020 by and between **E. GUY REVELL, JR.**, (the “Grantor”) whose address is: 2451 Surf Road, Panacea, FL 32346, and **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, (the “Grantee”) whose address is: 81 Water Management Drive, Havana, FL 32333.

W I T N E S S E T H :

That the Grantor, in consideration of the sum of Ten Dollars and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described real property located in Bay County, Florida (the “Property”):

SEE EXHIBIT A, attached hereto and incorporated by this reference herein (said Property also described therein and herein as “Northern Parcel”).

Together with all the rights, tenements, improvements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same to the Grantee, its successors and assigns forever, subject however, to the life estate which is reserved to the members of the Grantor named herein.

The Grantor fully warrants title to said Property and will defend the same against the claims of all persons whomsoever.

This conveyance is SUBJECT ONLY TO (a) all matters, conditions, limitations and easements of record, if any, but this reference will not operate to reimpose the same, (b) zoning and other governmental regulations, and (c) taxes and assessments for the year 2020 and subsequent years.

The Property is NOT the homestead of the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

By: _____
E. Guy Revell, Jr.

Print or Type Name

Print or Type Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020 by E. Guy Revell, Jr. Such person(s) did not take an oath and: (notary must sign applicable blank)

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

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal)_____
My Commission Expires (if not legible on seal): ____

EXHIBIT A

LEGAL DESCRIPTION OF WARRANTY DEED

PARCEL 1 (NORTHERN PARCEL):

LOT 54 THE HARTSFIELD SURVEY OF LANDS OF WAKULLA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 54 OF HARTSFIELD SURVEY IN WAKULLA COUNTY, FLORIDA; THENCE NORTH 18 DEGREES WEST 1755.50 FEET TO A STAKE, THENCE EAST 72 DEGREES NORTH 1980 FEET TO A STAKE, THENCE NORTH 18 DEGREES WEST 78.52 FEET TO A STAKE, THENCE EAST 72 DEGREES NORTH 1980 FEET TO THE EAST BOUNDARY LINE OF SAID LOT 54, THENCE SOUTH 18 DEGREES EAST 1834.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 54, THENCE WEST 72 DEGREES SOUTH 3960 FEET TO THE SOUTHWEST CORNER OF SAID LOT 54, THE POINT OF BEGINNING.

ALSO DESCRIBED AS LOTS 7, 8, 9, 10, 11, 12, 13, AND 14 OF THE JOHN PIPLACK'S SUBDIVISION OF LOT 54 OF HARTSFIELD SURVEY AS PER PLAT DATED SEPTEMBER 1, 1930 AND RECORDED IN PLAT BOOK 1, PAGE 9 OF THE PUBLIC RECORDS IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF WAKULLA COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION OF THE BELOW DESCRIBED PROPERTY LYING WITHIN THE ABOVE DESCRIBED PROPERTY:

BEGIN AT A RE-ROD MARKING THE SOUTHEAST CORNER OF LOT 59 (ALSO BEING THE SOUTHWEST CORNER OF LOT 54) OF THE HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA AND THENCE RUN SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 59, A DISTANCE OF 838.82 FEET TO A RE-ROD, THENCE RUN SOUTH 16 DEGREES 32 MINUTES 33 SECONDS EAST 1259.00 FEET TO A RE-ROD ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF LOWER BRIDGE, THENCE RUN NORTH 62 DEGREES 15 MINUTES 05 SECONDS WEST ALONG SAID RIGHT-OF-WAY BOUNDARY 911.47 FEET TO A RE-ROD MARKING A POINT OF CURVE TO THE LEFT, THENCE RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY AND ALONG SAID CURVE WITH A RADIUS OF 2914.79 FEET THRU A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 49 SECONDS FOR AN ARC DISTANCE OF 804.48 FEET, THE CHORD OF SAID ARC BEING NORTH 70 DEGREES 09 MINUTES 35 SECONDS WEST 801.93 FEET, THENCE RUN NORTH 11 DEGREES 56 MINUTES 00 SECONDS EAST 361.72 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHERLY, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 470.00 FEET THRU A CENTRAL ANGLE OF 42

DEGREES 44 MINUTES 04 SECONDS FOR AN ARC DISTANCE OF 350.55 FEET, THE CHORD OF SAID ARC BEING SOUTH 80 DEGREES 38 MINUTES 44 SECONDS EAST 342.48 FEET, THENCE RUN SOUTH 59 DEGREES 16 MINUTES 42 SECONDS EAST 46.51 FEET TO A POINT OF CURVE TO THE LEFT, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 530.00 FEET THRU A CENTRAL ANGLE OF 17 DEGREES 52 MINUTES 19 SECONDS FOR AN ARC DISTANCE OF 165.32 FEET, THE CHORD OF SAID ARC BEING SOUTH 68 DEGREES 12 MINUTES 51 SECONDS EAST 164.65 FEET, THENCE RUN NORTH 09 DEGREES 36 MINUTES 17 SECONDS EAST 388.00 FEET TO A POINT OF CURVE TO THE LEFT, THENCE RUN NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 500.00 FEET THRU A CENTRAL ANGLE OF 27 DEGREES 04 MINUTES 01 SECONDS FOR AN ARC DISTANCE OF 236.20 FEET, THE CHORD OF SAID ARC BEING NORTH 03 DEGREES 55 MINUTES 43 SECONDS WEST 234.01 FEET, THENCE RUN NORTH 17 DEGREES 27 MINUTES 43 SECONDS WEST 30.63 FEET TO A POINT OF CURVE TO THE LEFT, THENCE RUN NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 220.00 FEET THRU A CENTRAL ANGLE OF 50 DEGREES 12 MINUTES 47 SECONDS FOR AN ARC DISTANCE OF 192.80 FEET, THE CHORD OF SAID ARC BEING NORTH 42 DEGREES 34 MINUTES 07 SECONDS WEST 186.69 FEET TO A POINT OF REVERSE CURVE, THENCE RUN NORTHWESTERLY ALONG SAID REVERSE CURVE WITH A RADIUS OF 540.00 FEET THRU A CENTRAL ANGLE OF 07 DEGREES 58 MINUTES 54 SECONDS FOR AN ARC DISTANCE OF 75.22 FEET, THE CHORD OF SAID ARC BEING NORTH 63 DEGREES 41 MINUTES 04 SECONDS WEST 75.16 FEET, THENCE RUN SOUTH 30 DEGREES 18 MINUTES 23 SECONDS WEST 175.00 FEET, THENCE RUN SOUTH 88 DEGREES 52 MINUTES 13 SECONDS WEST 91.21 FEET, THENCE RUN NORTH 87 DEGREES 39 MINUTES 02 SECONDS WEST 149.31 FEET, THENCE RUN NORTH 64 DEGREES 46 MINUTES 18 SECONDS WEST 164.38 FEET, THENCE RUN NORTH 37 DEGREES 59 MINUTES 53 SECONDS WEST 164.38 FEET, THENCE RUN NORTH 18 DEGREES 46 MINUTES 07 SECONDS WEST 171.21 FEET TO THE EASTERLY RIGHT-OF-WAY BOUNDARY OF CAJER POSEY ROAD, THENCE RUN NORTH 10 DEGREES 48 MINUTES 28 SECONDS EAST ALONG SAID RIGHT-OF-WAY BOUNDARY 403.87 FEET TO A RE-ROD, THENCE RUN NORTH 15 DEGREES 12 MINUTES 04 SECONDS EAST ALONG SAID RIGHT-OF-WAY BOUNDARY 594.87 FEET TO A RE-ROD, THENCE RUN NORTH 73 DEGREES 04 MINUTES 21 SECONDS EAST 1445.98 FEET TO A ST. JOE PAPER COMPANY CONCRETE MONUMENT, THENCE RUN SOUTH 17 DEGREES 34 MINUTES 29 SECONDS EAST 223.93 FEET TO A ST. JOE PAPER COMPANY CONCRETE MONUMENT, THENCE RUN NORTH 72 DEGREES 22 MINUTES 59 SECONDS EAST 736.49 FEET TO A RE-ROD, THENCE RUN SOUTH 17 DEGREES 39 MINUTES 29 SECONDS EAST 1753.48 FEET TO A RE-ROD ON THE SOUTHERLY BOUNDARY OF SAID LOT 54, THENCE RUN SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY BOUNDARY 736.50 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS THE FARM SUBDIVISION, PHASE 1 ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 93 THRU 98 OF THE PUBLIC RECORDS OF WAKULLA COUNTY, FLORIDA.

EXHIBIT C

Prepared by and after recording return to:

J. Breck Brannen, Esq.
Pennington P.A.
P.O. Box 10095
Tallahassee, FL 32302-2095

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made and entered into this ____ day of _____, 2020, by and between E. Guy Revell, Jr., having a mailing address of 2451 Surf Road, Panacea, Florida 32346, (hereinafter referred to as **Grantor**) and **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 81 Water Management Drive, Havana, Florida, 32333-9700 (hereinafter referred to as **Grantee**).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property lying and being situated in Wakulla 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 protecting and enhancing the quality and quantity of water that flows from seepage springs within the boundaries of the Groundwater Contribution Zone for Wakulla Springs.

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

NOW, THEREFORE, Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever an Easement pursuant to Section 704.06, Florida Statutes (2019), as modified or amended, on, over, upon and across the Property of the nature, character, and extent hereinafter set forth:

- 1. EASEMENT.** By this grant, the Grantor grants and conveys to the Grantee an easement in perpetuity upon the Property, the “Easement.” The Easement is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor and its personal representatives, successors and assigns, lessees, agents and licensees. Grantor intends that this Easement will confine the use of the Property to such activities that are consistent with the purposes of this

Easement and that Grantor will be afforded protection from liability in accordance with Sections 373.1395(5) and 375.251, Florida Statutes (2019), as modified or amended.

2. **PURPOSE.** The purpose of this Easement is to conserve and protect in perpetuity the natural and hydrological integrity of the Property, including the Property's natural features, water resource benefits and especially its contribution to protecting and enhancing the quality and quantity of water that flows into the Wakulla River.
3. **RIGHTS RESERVED TO GRANTOR.** Grantor reserves in perpetuity, for itself and its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below):
 - A. **Fee Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee in the Property.
 - 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 recorded instrument of conveyance. Grantor may mortgage its interest in the Property so long as the mortgage is to a state or federal government regulated U.S. lending institution and in the event that the land is foreclosed, the subsequent owner shall be bound by the terms of this Easement.
 - D. **Existing Structures and Facilities.** Grantor reserves the right to repair and replace to existing size and in its existing location the structures and associated facilities located on the Property as identified in the Baseline Documentation Report. Additional structures must be approved in writing by Grantee prior to any construction. Grantee will approve any reasonable request for additional structures as long as the Total Impervious Surface Amount is not exceeded.
 - E. **Hunting.** The Grantor retains the right to observe, maintain, photograph, hunt, remove, and harvest wildlife of the Property so long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and so long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions.

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

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

- G. **Roads, Ditches, and Improvements.** Anything herein to the contrary notwithstanding, Grantor retains the right to repair and maintain existing roads, repair bridges, culverts, and drainage structures or other structures that exist on the Property as of the date hereof so long as the character of the improvements is not substantially changed.

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.

In addition, Grantor retains the right to maintain the 20-foot wide access road between Field 1 and Field 2 as shown on Exhibit "B". Maintenance shall include mowing of this area only. Any other type of maintenance shall be requested for approval from the Grantee. Grantee will approve any reasonable request.

- H. **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.
- I. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.

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

1. Implement a nutrient management plan that includes use of the Institute of Florida Agricultural Science's (IFAS) low nitrogen fertilization recommendations for pastures and food plots. Fertilizer applications are limited to 40 pounds of nitrogen per acre per year.
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 livestock per ten acres or four game animals per acre. Livestock production is limited to 54 acres and designated to fields described in Exhibit "C" Livestock Production Areas.

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

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

Q. **Pecan Trees.** Grantor retains the right to remove the pecan trees on the Property.

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

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

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

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

- D. The right to prevent any activity on or use of the Property that is inconsistent with the conservation purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost. Timely communication shall be required by Grantor with Grantee to minimize potential inconsistent activities occurring and facilitate widest possible use of the property consistent with the purposes of this Easement.
 - E. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.
 - F. The right to limit the total amount of impervious surface allowed on the Property, which is hereby expressly limited to zero acres (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 provision of this Easement.
 - C. **Construction of Roads.** There shall be no construction of new roads, or improvement by hard surfacing or building up, or expansion of the number of lanes in, existing roads except as allowed in the Rights Reserved to Grantor provision of this Easement.
 - D. **Conversion of, Wetland, Water Retention Areas and Karst Features.** There shall be no conversion to other land uses or more improved uses of areas identified in the Baseline Documentation Report as wetlands, water retention areas and karst depressions or other features connected to spring conduits.
 - E. **Waters, Hydrology and Drainage.** There shall be no activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement.
 - F. **Dumping.** There shall be no dumping or placement of any soil, trash, solid or liquid waste (including sludge and biowaste), or offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants. 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.
- 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, as to affect the surface of the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- K. **Cutting Timber in Upland or Wetland Areas.** There shall be no cutting or removing existing timber on the Property, except that Grantor may remove the pecan trees, and there shall be no conversion of any wetlands. Grantee shall have complete timber rights on the Property.

In the areas that Grantor may not cut or remove timber, in the event the timber is damaged by natural disaster, fire, infestation or the like, Grantee may, at its sole discretion, enter upon the Property to cut and remove such damaged timber to protect the remaining timber. In such event, the Grantee shall restore and reforest the area from which such timber is removed. All costs for cutting and removal and restoration and reforestation shall be at the expense of the Grantee and the Grantee shall be entitled to the proceeds from the sale of the timber so cut and removed, if any.

- L. **Improved Pasture.** There shall be no conversion of the Property to improved pasture except as allowed in the Rights Reserved to Grantor provision of the Easement.
- M. **Cattle or Other Livestock.** There shall be no type of cattle or other livestock production except as allowed in the Rights Reserved to Grantor section of this Easement. In addition to the applicable Florida Department of Agriculture Best Management Practices (BMP), the Grantor shall:
 - 1. Install exclusion fencing from all wetlands, sinkholes, and other karst features as designated in Exhibit “B”.
 - 2. Request and receive approval from the Grantee before the construction and installation of wells, piping, troughs, working pens, and other cattle or livestock management needs.

- N. **Mowing and Mulching.** There shall be no mowing and mulching activities except as allowed in the Rights Reserved to Grantor section of this Easement.
- O. **Pesticides, Herbicides and Fertilizers.** There shall be no application of fertilizers, pesticides and herbicides in excess of such amounts and such frequency of application that constitute the minimum necessary to perform noxious weed control and habitat enhancement and restoration, and provided that such chemicals shall be applied by non-aerial means. The use of such chemicals shall be in compliance with the manufacturer's label instructions and all applicable local, state and federal laws, rules regulations, and guidelines and conducted in such a manner as to minimize adverse environmental effects on the Property. Grantor shall request permission of Grantee to utilize any pesticide, herbicide or fertilizer on the Property. Grantee will approve any reasonable request. All such applications shall further be subject to any applicable permitting requirements, and shall be in accordance with the current and applicable Florida Department of Agriculture and Consumer Services Best Management Practices (BMP's). Activities of this kind shall not occur within a 100-foot buffer around wetlands, sinkholes and other karst features that are connected to spring conduits.
- P. **Vegetable and Agronomic Crops.** There shall be no vegetable or agronomic crop activities on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- Q. **Trails.** There shall be no trails on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
6. **BASELINE DOCUMENTATION.** A map of the Property documenting the relevant features of the Property dated _____, is attached hereto as Exhibit "B" and provides a representation of the Property which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation, which is determined by the Grantee, shall serve as an accurate representation of the physical, ecological and biological condition of the Property at the time of this grant, against which compliance with this Easement will be based. The Baseline Documentation will be placed and retained on file with Grantee as a public record, and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall utilize the Baseline Documentation to resolve such controversy.
7. **DURATION OF EASEMENT.** This Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever. Grantee shall be permitted to transfer its interest herein to any other government body or agency whose purposes include conservation of land or water areas, or the preservation of sites or properties. Grantee agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance, set forth in the recitals herein. The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its agents, representatives, successors and assigns and all other successors who have an

interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.

8. **GRANTOR WARRANTY.** Grantor hereby warrants that Grantor is fully vested with fee simple title to the Property and will warrant and defend Grantee's interest in the same created by this Easement against the lawful claims of all persons.
9. **MODIFICATION.** The Easement as herein defined may be modified by mutual written, signed modification agreement by and between the Grantor and the Grantee and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06, Florida Statutes (2018), as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Property is located.
10. **NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: E. Guy Revell, Jr.
 2451 Surf Road
 Panacea, Florida 32346

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

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

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

11. **CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the natural, and hydrological significant character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 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 a small number of 360 degree fixed photo-points at selected monitoring locations as deemed appropriate by both parties. Each fixed photo-point location will be permanently identified via GPS coordinates. Identifying markings, e.g. paint, blazed trees, ID tag, etc. may be utilized to identify and additionally protect fixed photo-points, subject to approval by both parties.

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

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

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

Grantor agrees to notify Grantee of the names and addresses of any party to whom any interest in the Property is to be transferred at least sixty (60) days prior to the date of such transfer, and to incorporate this Easement, by specific reference to this Easement's Public Records recording information, in the transfers of any interest in all or a portion of the Property, including, without limitation, a leasehold or other possessory interest. In the event of a subdivision of ownership of the Property, the deed of conveyance shall allocate Grantor's

rights reserved herein between or among, as applicable, the Grantor and the new Property owner(s). The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way. Grantee shall have the right to record, from time to time, this Easement or a notice of the existence of this Easement in the Public Records of Wakulla County, Florida.

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

offered under the above terms for cash, with Grantor paying all closing costs, at a price to be determined by the Grantor and Grantee and should they be unable to agree, the price shall be at a value determined by an appraiser selected by the Chief Judge of the Second Judicial Circuit of Florida acting upon a petition filed by either party.

20. CONDEMNATION. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of taking, the Grantor and Grantee shall divide the proceeds in accordance with state law or the agreement of the parties. The provisions of this paragraph are in addition to and not in restriction of any rights the parties have at common law.

21. INDEMNIFICATION. Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys' fees and costs at the trial level and attorneys' fees and costs on appeal, caused or incurred, in whole or in part as a result of any action, activity or omission of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, Florida Statutes (2018), or extend Grantee's liability beyond the limits established in Section 768.28, Florida Statutes (2018).

22. SEVERABILITY. A determination that any provision of this Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.

23. SUCCESSORS. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running perpetuity with the Property.

24. NO WAIVER OF REGULATORY AUTHORITY. Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantee or relieve Grantor from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities.

25. 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 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:

E. Guy Revell, Jr.

By: _____

Print Name: _____

Print Name: _____

Its: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020 by E. Guy Revell, Jr., who is personally known to me or has produced _____ as identification.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

Signed, sealed and delivered

GRANTEE

in the presence of:

NORTHWEST FLORIDA WATER

MANAGEMENT DISTRICT

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Brett Cyphers, Executive Director, who is personally known to me or has produced _____ as identification.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

EXHIBIT "A"

(legal description)

PARCEL 2 (SOUTHERN PARCEL):

THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER (NW 1/4 AND W 1/2 OF NE 1/4) LESS 10 ACRES ACROSS THE SOUTH SIDE THEREOF, OF LOT 53 HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA.

AND:

COMMENTING AT THE NORTHEAST CORNER OF LOT 60 OF THE HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA, AND RUN THENCE SOUTH 17 DEGREES 04 MINUTES 45 SECONDS EAST ALONG EASTERLY LINE OF SAID LOT A DISTANCE OF 2117.32 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD S - 368 (OLD CRAWFORDVILLE TO ST. MARKS ROAD) AND THE EASTERLY BOUNDARY OF SAID LOT 60 OF HARTSFIELD SURVEY FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, RUN NORTH 62 DEGREES 15 MINUTES 25 SECONDS WEST (BEARING BASE) ALONG THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF SAID ROAD 210.0 FEET, THENCE RUN DUE NORTH 210.0 FEET, THENCE RUN NORTH 62 DEGREES 15 MINUTES 25 SECONDS WEST AND PARALLEL TO NORTHERLY RIGHT-OF-WAY BOUNDARY OF SAID ROAD 378.63 FEET, THEN RUN NORTH 16 DEGREES 17 MINUTES 13 SECONDS WEST 107.08 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A 25.0 FOOT ROAD, THENCE RUN SOUTH 62 DEGREES 15 MINUTES 25 SECONDS EAST ALONG SOUTHERLY BOUNDARY OF SAID ROAD 262.79 FEET, THEN RUN NORTH 17 DEGREES 04 MINUTES 45 SECONDS WEST 35.24 FEET, THEN RUN SOUTH 62 DEGREES 15 MINUTES 25 SECONDS EAST 237.4 FEET AND TO THE EASTERLY BOUNDARY OF SAID LOT 60 OF THE HARTSFIELD SURVEY, THEN RUN SOUTH 17 DEGREES 04 MINUTES 45 SECONDS EAST ALONG EAST LINE OF SAID LOT THE DISTANCE OF 405.25 FEET TO THE POINT OF BEGINNING. IN THE EAST HALF OF LOT 60 OF THE HARTSFIELD SURVEY OF LAND IN WAKULLA COUNTY, FLORIDA.

EXHIBIT “B”

(baseline documentation map)



-  Livestock Production Area
-  Revell Easement

Exhibit C
Revell Easement Livestock Production Area
St. Marks Water Management Area
Section 53, Township 60 North, Range 60 East
Wakulla County, Florida
54 acres

0 0.05 0.1 0.2 Miles



EXHIBIT D

TITLE, POSSESSION AND NON-LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared E. Guy Revell, Jr., referred to herein as “Grantor”, who, being first duly sworn, depose and say that:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

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

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real property taxes for the year 2020, and exceptions approved by Purchaser.

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

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

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

6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.
7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.
8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor or its members which would have any effect on the Property.
9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.
10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property.
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 deeds incident to which this Affidavit is given. The individuals executing this Affidavit and the deeds incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.
14. The Property is in the same condition as existed on November 5, 2019. Since November 5, 2019, there has been no destruction or damage to the Property or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.
15. The Property does not constitute an asset of an employee benefit plan affiliated with Grantor, as defined in Section 3(3) of ERISA.

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

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

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

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

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

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

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

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

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

18. Grantor is not a "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

_____.

19. All of the representations and warranties made by Grantor in that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") between Grantor and the Northwest Florida Water Management District for the purchase of 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 deeds incident hereto is recorded. There are no matters pending against Grantor that could give rise to a lien that would attach to the Property between the date hereof and the statements made herein and the date of such recordation. The Grantor has not and will not commit, between the date hereof and the date and time of such recordation, any act that would cause the statements made herein to change or to become invalid, nor will Grantor execute any instrument that would adversely affect the title to the Property.

21. The Grantor has authorized the undersigned to make and deliver this Affidavit fully realizing that the Northwest Florida Water Management District, and First American Title Company, Inc., and Pennington, P.A., are relying hereon in order to purchase 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.

By: _____
E. Guy Revell, Jr.

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by E. Guy Revell, Jr.

Notary Public, State and County Aforesaid

My Commission Expires:

EXHIBIT A

The land referred to herein below is situated in the County of WAKULLA, State of Florida, and described as follows:

PARCEL 1 (NORTHERN PARCEL):

LOT 54 THE HARTSFIELD SURVEY OF LANDS OF WAKULLA COUNTY, FLORIDA
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 54 OF HARTSFIELD SURVEY IN WAKULLA COUNTY, FLORIDA; THENCE NORTH 18 DEGREES WEST 1755.50 FEET TO A STAKE, THENCE EAST 72 DEGREES NORTH 1980 FEET TO A STAKE, THENCE NORTH 18 DEGREES WEST 78.52 FEET TO A STAKE, THENCE EAST 72 DEGREES NORTH 1980 FEET TO THE EAST BOUNDARY LINE OF SAID LOT 54, THENCE SOUTH 18 DEGREES EAST 1834.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 54, THENCE WEST 72 DEGREES SOUTH 3960 FEET TO THE SOUTHWEST CORNER OF SAID LOT 54, THE POINT OF BEGINNING.

ALSO DESCRIBED AS LOTS 7, 8, 9, 10, 11, 12, 13, AND 14 OF THE JOHN PIPLACK'S SUBDIVISION OF LOT 54 OF HARTSFIELD SURVEY AS PER PLAT DATED SEPTEMBER 1, 1930 AND RECORDED IN PLAT BOOK 1, PAGE 9 OF THE PUBLIC RECORDS IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF WAKULLA COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION OF THE BELOW DESCRIBED PROPERTY LYING WITHIN THE ABOVE DESCRIBED PROPERTY:

BEGIN AT A RE-ROD MARKING THE SOUTHEAST CORNER OF LOT 59 (ALSO BEING THE SOUTHWEST CORNER OF LOT 54) OF THE HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA AND THENCE RUN SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 59, A DISTANCE OF 838.82 FEET TO A RE-ROD, THENCE RUN SOUTH 16 DEGREES 32 MINUTES 33 SECONDS EAST 1259.00 FEET TO A RE-ROD ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF LOWER BRIDGE, THENCE RUN NORTH 62 DEGREES 15 MINUTES 05 SECONDS WEST ALONG SAID RIGHT-OF-WAY BOUNDARY 911.47 FEET TO A RE-ROD MARKING A POINT OF CURVE TO THE LEFT, THENCE RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY AND ALONG SAID CURVE WITH A RADIUS OF 2914.79 FEET THRU A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 49 SECONDS FOR AN ARC DISTANCE OF 804.48 FEET, THE CHORD OF SAID ARC BEING NORTH 70 DEGREES 09 MINUTES 35 SECONDS WEST 801.93 FEET, THENCE RUN NORTH 11 DEGREES 56 MINUTES 00 SECONDS EAST 361.72 FEET TO A POINT ON A

CURVE CONCAVE TO THE SOUTHERLY, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 470.00 FEET THRU A CENTRAL ANGLE OF 42 DEGREES 44 MINUTES 04 SECONDS FOR AN ARC DISTANCE OF 350.55 FEET, THE CHORD OF SAID ARC BEING SOUTH 80 DEGREES 38 MINUTES 44 SECONDS EAST 342.48 FEET, THENCE RUN SOUTH 59 DEGREES 16 MINUTES 42 SECONDS EAST 46.51 FEET TO A POINT OF CURVE TO THE LEFT, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 530.00 FEET THRU A CENTRAL ANGLE OF 17 DEGREES 52 MINUTES 19 SECONDS FOR AN ARC DISTANCE OF 165.32 FEET, THE CHORD OF SAID ARC BEING SOUTH 68 DEGREES 12 MINUTES 51 SECONDS EAST 164.65 FEET, THENCE RUN NORTH 09 DEGREES 36 MINUTES 17 SECONDS EAST 388.00 FEET TO A POINT OF CURVE TO THE LEFT, THENCE RUN NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 500.00 FEET THRU A CENTRAL ANGLE OF 27 DEGREES 04 MINUTES 01 SECONDS FOR AN ARC DISTANCE OF 236.20 FEET, THE CHORD OF SAID ARC BEING NORTH 03 DEGREES 55 MINUTES 43 SECONDS WEST 234.01 FEET, THENCE RUN NORTH 17 DEGREES 27 MINUTES 43 SECONDS WEST 30.63 FEET TO A POINT OF CURVE TO THE LEFT, THENCE RUN NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 220.00 FEET THRU A CENTRAL ANGLE OF 50 DEGREES 12 MINUTES 47 SECONDS FOR AN ARC DISTANCE OF 192.80 FEET, THE CHORD OF SAID ARC BEING NORTH 42 DEGREES 34 MINUTES 07 SECONDS WEST 186.69 FEET TO A POINT OF REVERSE CURVE, THENCE RUN NORTHWESTERLY ALONG SAID REVERSE CURVE WITH A RADIUS OF 540.00 FEET THRU A CENTRAL ANGLE OF 07 DEGREES 58 MINUTES 54 SECONDS FOR AN ARC DISTANCE OF 75.22 FEET, THE CHORD OF SAID ARC BEING NORTH 63 DEGREES 41 MINUTES 04 SECONDS WEST 75.16 FEET, THENCE RUN SOUTH 30 DEGREES 18 MINUTES 23 SECONDS WEST 175.00 FEET, THENCE RUN SOUTH 88 DEGREES 52 MINUTES 13 SECONDS WEST 91.21 FEET, THENCE RUN NORTH 87 DEGREES 39 MINUTES 02 SECONDS WEST 149.31 FEET, THENCE RUN NORTH 64 DEGREES 46 MINUTES 18 SECONDS WEST 164.38 FEET, THENCE RUN NORTH 37 DEGREES 59 MINUTES 53 SECONDS WEST 164.38 FEET, THENCE RUN NORTH 18 DEGREES 46 MINUTES 07 SECONDS WEST 171.21 FEET TO THE EASTERLY RIGHT-OF-WAY BOUNDARY OF CAJER POSEY ROAD, THENCE RUN NORTH 10 DEGREES 48 MINUTES 28 SECONDS EAST ALONG SAID RIGHT-OF-WAY BOUNDARY 403.87 FEET TO A RE-ROD, THENCE RUN NORTH 15 DEGREES 12 MINUTES 04 SECONDS EAST ALONG SAID RIGHT-OF-WAY BOUNDARY 594.87 FEET TO A RE-ROD, THENCE RUN NORTH 73 DEGREES 04 MINUTES 21 SECONDS EAST 1445.98 FEET TO A ST. JOE PAPER COMPANY CONCRETE MONUMENT, THENCE RUN SOUTH 17 DEGREES 34 MINUTES 29 SECONDS EAST 223.93 FEET TO A ST. JOE PAPER COMPANY CONCRETE MONUMENT, THENCE RUN NORTH 72 DEGREES 22 MINUTES 59 SECONDS EAST 736.49 FEET TO A RE-ROD, THENCE RUN SOUTH 17 DEGREES 39 MINUTES 29 SECONDS EAST 1753.48 FEET TO A RE-ROD ON THE SOUTHERLY BOUNDARY OF SAID LOT 54, THENCE RUN SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY BOUNDARY 736.50 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS THE FARM SUBDIVISION, PHASE 1 ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 93 THRU 98 OF THE PUBLIC

RECORDS OF WAKULLA COUNTY, FLORIDA.

PARCEL 2 (SOUTHERN PARCEL):

THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER (NW 1/4 AND W 1/2 OF NE 1/4) LESS 10 ACRES ACROSS THE SOUTH SIDE THEREOF, OF LOT 53 HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA.

AND:

COMMENTING AT THE NORTHEAST CORNER OF LOT 60 OF THE HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA, AND RUN THENCE SOUTH 17 DEGREES 04 MINUTES 45 SECONDS EAST ALONG EASTERLY LINE OF SAID LOT A DISTANCE OF 2117.32 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD S - 368 (OLD CRAWFORDVILLE TO ST. MARKS ROAD) AND THE EASTERLY BOUNDARY OF SAID LOT 60 OF HARTSFIELD SURVEY FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, RUN NORTH 62 DEGREES 15 MINUTES 25 SECONDS WEST (BEARING BASE) ALONG THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF SAID ROAD 210.0 FEET, THENCE RUN DUE NORTH 210.0 FEET, THENCE RUN NORTH 62 DEGREES 15 MINUTES 25 SECONDS WEST AND PARALLEL TO NORTHERLY RIGHT-OF-WAY BOUNDARY OF SAID ROAD 378.63 FEET, THEN RUN NORTH 16 DEGREES 17 MINUTES 13 SECONDS WEST 107.08 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A 25.0 FOOT ROAD, THENCE RUN SOUTH 62 DEGREES 15 MINUTES 25 SECONDS EAST ALONG SOUTHERLY BOUNDARY OF SAID ROAD 262.79 FEET, THEN RUN NORTH 17 DEGREES 04 MINUTES 45 SECONDS WEST 35.24 FEET, THEN RUN SOUTH 62 DEGREES 15 MINUTES 25 SECONDS EAST 237.4 FEET AND TO THE EASTERLY BOUNDARY OF SAID LOT 60 OF THE HARTSFIELD SURVEY, THEN RUN SOUTH 17 DEGREES 04 MINUTES 45 SECONDS EAST ALONG EAST LINE OF SAID LOT THE DISTANCE OF 405.25 FEET TO THE POINT OF BEGINNING. IN THE EAST HALF OF LOT 60 OF THE HARTSFIELD SURVEY OF LAND IN WAKULLA COUNTY, FLORIDA.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Lyle Seigler, Chief of Staff

FROM: Lennie Zeiler, Director
Division of Asset Management

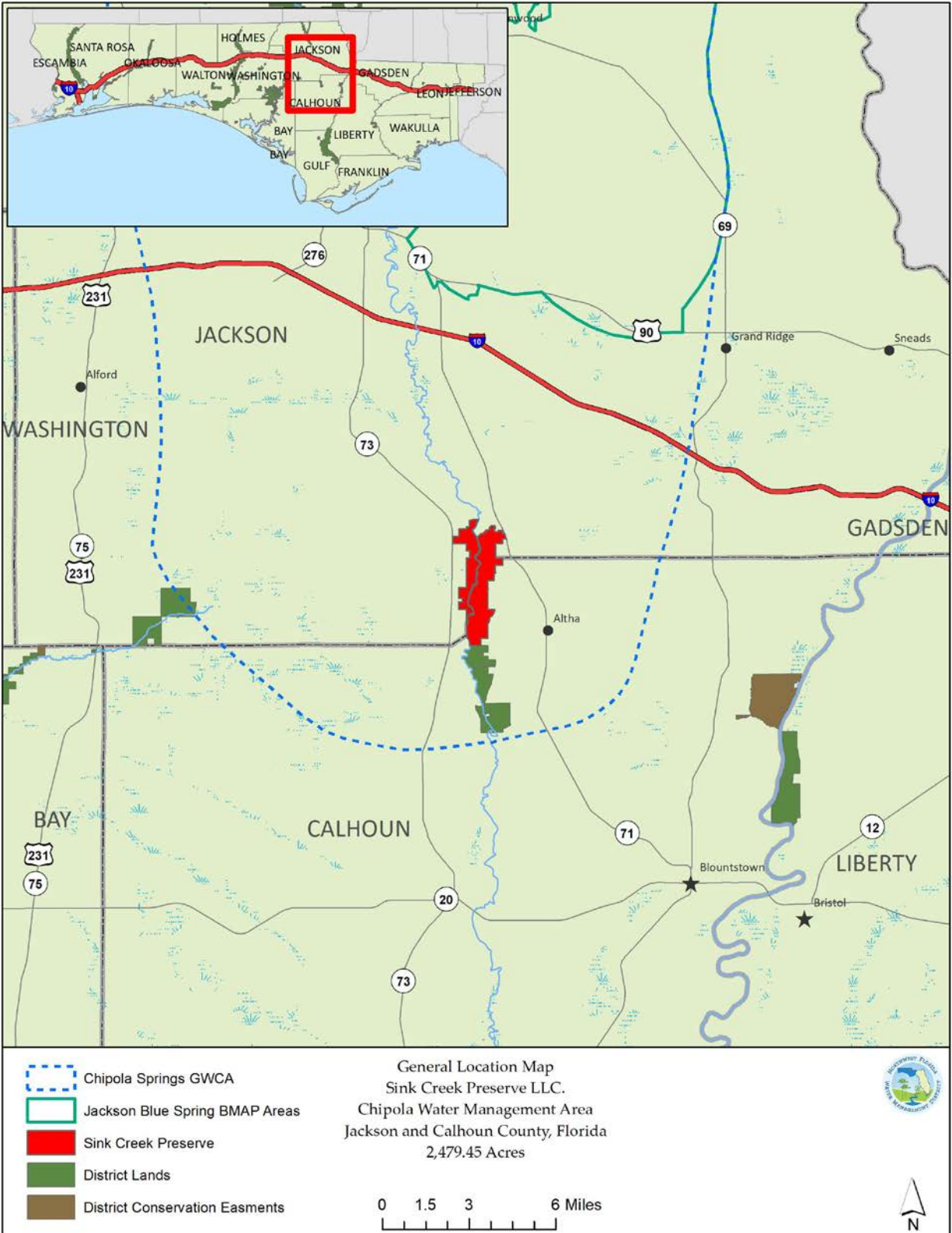
DATE: April 8, 2020

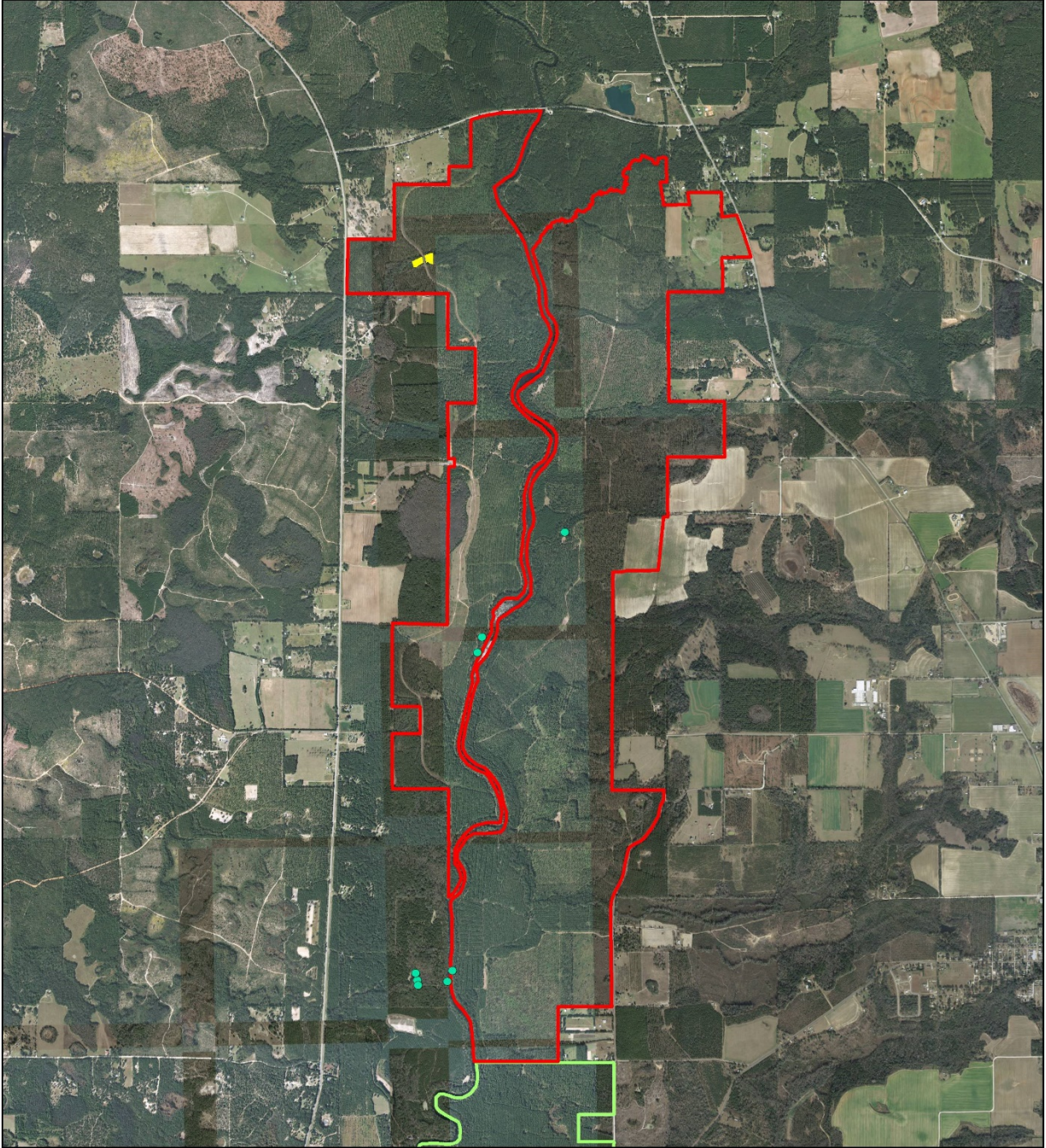
SUBJECT: Information Item on Preacquisition Costs for Sink Creek Preserve
Property; Chipola River WMA

Sink Creek Preserve, LLC, owned by Mr. Jerry Pate, is a willing seller that desires to sell a conservation easement, or possibly fee simple interest, in approximately 2,480 acres located in Calhoun and Jackson counties. The property is located west of Altha, situated north/south approximately half-way between Interstate 10 and Highway 20 and is directly north of District lands referred to as the Altha tract. The property has significant frontage along the middle Chipola River. Two third magnitude springs (Sally Spring and Grotto Spring) and two fourth magnitude springs (Barrel Spring and Crumbly Spring) occur on the property. The Sink Creek Preserve property is located within the Chipola Springs Groundwater Contribution Area.

The Executive Director's current delegated authority permits moving forward with preacquisition costs for land acquisition projects. In order to promote public awareness, this item is being presented to the Governing Board as an informational item to disclose to the public and all board members that the District will be persuing an interest in land ownership (a conservation easement, fee simple, or a combination of interests) from a fellow board member.

LZ/clb





SPRINGS MAGNITUDE

- 3rd , 4th, 5th
- DEP Easements
- Sink Creek Preserve
- District Lands

Sink Creek Preserve LLC.
 Chipola River Water Management Area
 Sections 32, 31, 30, 29, 18, 17, 8, 7, 5, 6, Township 2N, 3N, Range 9W
 Jackson County (1,247.75 Acres) and Calhoun County (1,231.70 acres)
 2,479.45 Total Acres



0 0.225 0.45 0.9 Miles



UTILIZATION OF ASSESSURE SYSTEMS FOR EXEMPTION AUDITS

Hon. Chris Jones, CFA

Escambia County Property Appraiser



UTILIZATION OF ASSESSURE SYSTEMS FOR EXEMPTION AUDITS

Additional speakers:

Robert Emmanuel – Emmanuel, Sheppard & Condon

Adam Cobb - Emmanuel, Sheppard & Condon

Mike Sarver - President & CEO, Assessure Systems

Florida Laws – Use of Property

s. 196.031(1)(a), F.S. — A person who, on January 1, has the legal title or beneficial title in equity to real property in this state and who in good faith makes the property his or her permanent residence or the permanent residence of another or others legally or naturally dependent upon him or her, is entitled to an exemption from all taxation, except for assessments for special benefits, up to the assessed valuation of \$25,000 on the residence and contiguous real property, as defined in s. 6, Art. VII of the State Constitution.

s. 196.061(1), F.S. — The rental of all or substantially all of a dwelling previously claimed to be a homestead for tax purposes shall constitute the abandonment of such dwelling as a homestead, and the abandonment continues until the dwelling is physically occupied by the owner. However, such abandonment of the homestead after January 1 of any year does not affect the homestead exemption for tax purposes for that particular year unless the property is rented for more than 30 days per calendar year for 2 consecutive years.

Florida Laws – Multiple Exemptions

Florida Constitution, Article VII, Section 6(b) — Not more than one exemption shall be allowed any individual or family unit or with respect to any residential unit.

s. 196.131(5), F.S. — A person who is receiving or claiming the benefit of an ad valorem tax exemption or a tax credit in another state where permanent residency is required as a basis for the granting of that ad valorem tax exemption or tax credit is not entitled to the homestead exemption provided by this section.

Florida Department of Revenue 12D-7.012 –

- (1) No residential unit shall be entitled to more than one homestead tax exemption.
- (2) No family unit shall be entitled to more than one homestead tax exemption.
- (3) No individual shall be entitled to more than one homestead tax exemption.
- (5) Property held jointly will support multiple claims for homestead tax exemption; however, only one exemption will be allowed each residential unit and no family unit will be entitled to more than one exemption.

Florida Laws – Lien Period 10 Years

s. 196.161(b), F.S. — upon determination by the property appraiser that for any year or years within the prior 10 years a person who was not entitled to a homestead exemption was granted a homestead exemption from ad valorem taxes, it shall be the duty of the property appraiser making such determination to serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property shall be identified in the notice of tax lien. Such property which is situated in this state shall be subject to the taxes exempted thereby, plus a penalty of 50 percent of the unpaid taxes for each year and 15 percent interest per annum.

s. 196.011(9)(a), F.S. — If any property owner fails to so notify the property appraiser and the property appraiser determines that for any year within the prior 10 years the owner was not entitled to receive such exemption, the owner of the property is subject to the taxes exempted as a result of such failure plus 15 percent interest per annum and a penalty of 50 percent of the taxes exempted... If such person no longer owns property in that county but owns property in some other county or counties in the state, the property appraiser shall record a notice of tax lien in such other county or counties, identifying the property owned by such person or entity in such county or counties, and it shall become a lien against such property in such county or counties.

Audit Programs Utilized in Florida

Tax Management Associates TMA (Utilizing Lexis Nexis)

Thompson Reuters CLEAR – Person Search

Assessure Systems

Comparison of Audit Programs

	Thompson Reuters CLEAR – Person Batch	TMA	Assessure Systems
Services Provided	*Spreadsheet with additional information, such as new address, for each account	*Audit *Property Owner contact *Returned information processing	*Audit *Research *Correspondence creation *Tracking
Scope of Review Provided	*No review	*Each account referenced with Lexis Nexis *Surveys to Property Owners	*AI review *Personalized evidence gathering
Returned Information	*48 column spreadsheet *All findings on all audited accounts returned *2-6 rows additional rows per account that may be duplicate or differing data	*All findings on all audited accounts returned	*Secure web interface *Only potential violations returned
Fee Collection	*300,000 - \$450,000 fixed rate	*28% - 30% of lien amount *\$650 - \$1500 per audited account the PA chooses not to lien *1.5% on monthly fees not paid *150/hr. non audit consult fee	28% of lien amount
Limitations	*Spreadsheet only *All accounts returned, plus additional lines *Was not found to be time efficient	*All accounts returned *Contact with Property Owners via phone and mailers *May not locate specific issues like spouses not on deeds	*None *Algorithm, evidence gathering, and tracking have all been tailor made for Florida application

Assessure Systems

- ❖ Assessure Systems, LLC was founded by Mike Sarver in June of 2010
- ❖ Mr. Sarver has several ad valorem related patent pending applications including those with scoring algorithms, artificial intelligence, and machine learning to aid assessment professionals.
- ❖ Assessure's technology allows for the audit of an entire tax roll (or a substantial subsection) in a fraction of the time and with a substantial increase in accuracy and returns.

Assessure Systems

- ❖ They have recovered approximately \$15-20M in tax revenue and growing.
- ❖ Assessure has completed audits on nearly 50% of the state of Louisiana and completed work in Texas jurisdictions as well.
- ❖ There are currently over 240,000 audited exemptions in various stages of collection in Louisiana at this time.
- ❖ They are currently working with multiple counties in Florida to provide their audit services.

Escambia County

874 square miles

656 square land miles and 218 square miles are water

Real Estate Parcel Count – 163,696

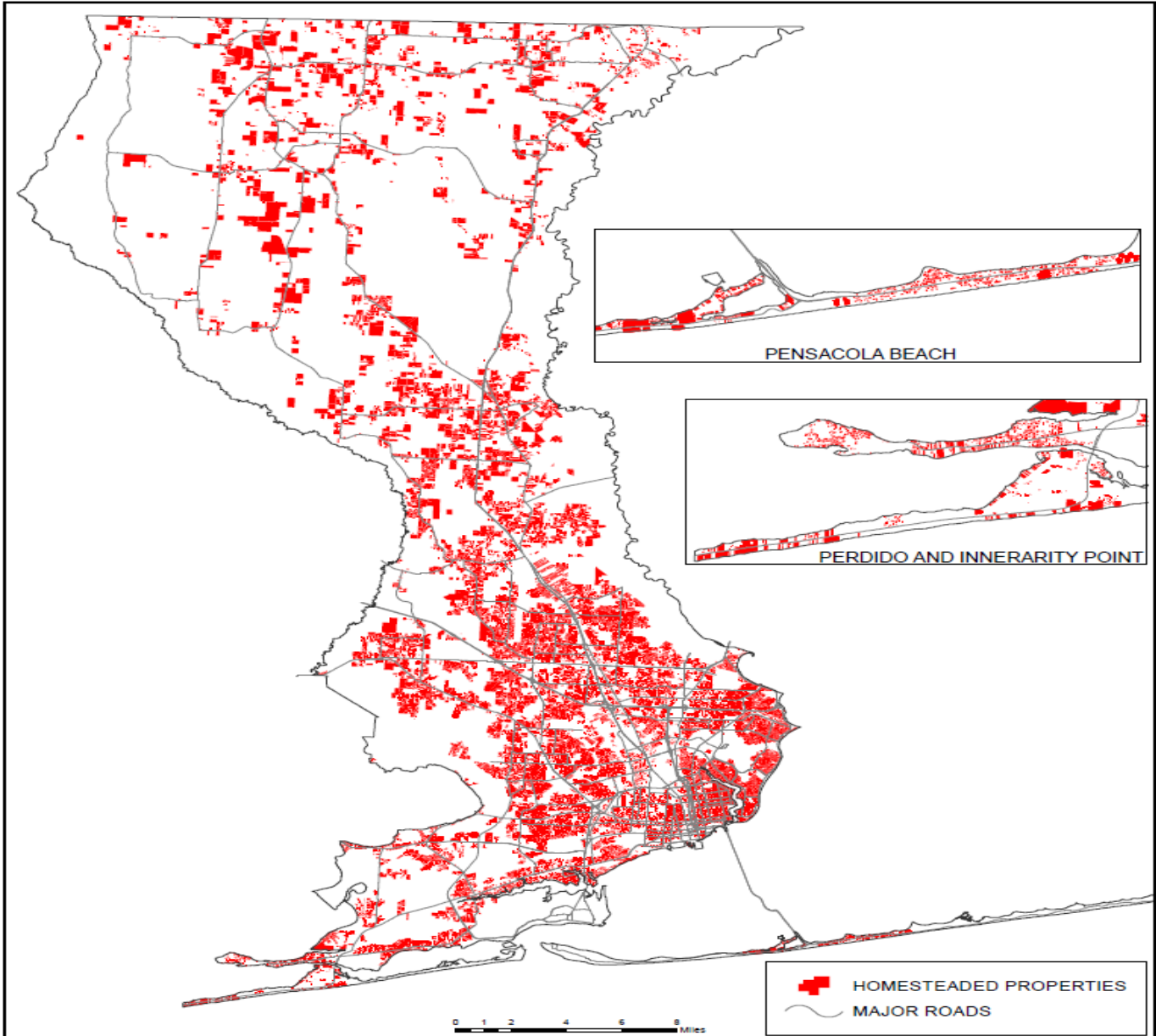
Homesteaded Parcels – 70,708

Homesteaded Condo Units – 1,559

Just Value - \$28,213,491,088

Taxable value - \$16,306,141,868

Escambia County Homesteaded Properties



Escambia County Audits

Sample Audit

Initial Audit Accounts Submitted – 1,000

Initial Audit Accounts Returned as Suspect – 44 or 4.4%

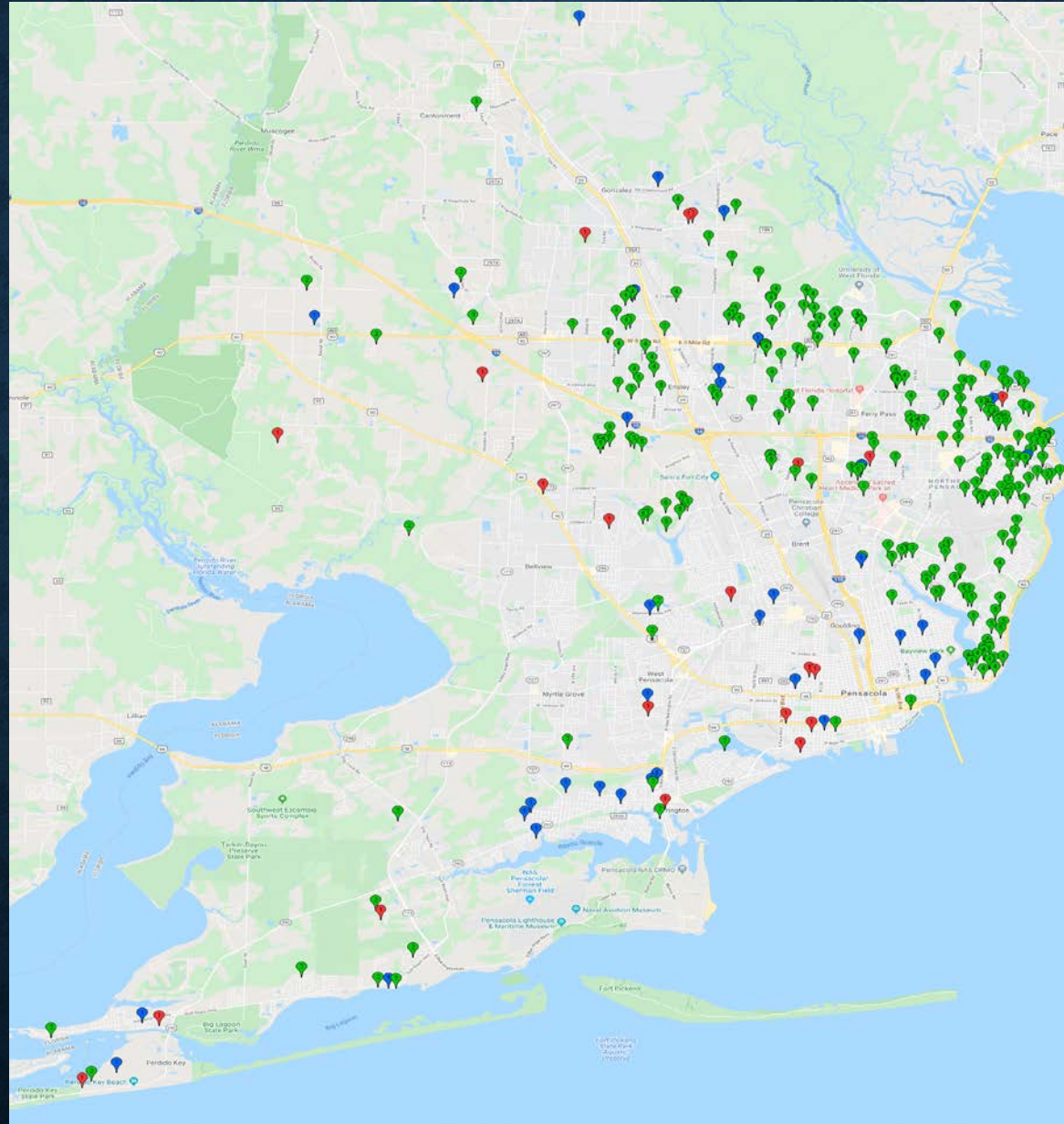
Homesteaded Parcels in Violation – 12 or 1.2%

Full Audit

Initial Audit Accounts (Non-confidential with value over 100k) ~ 42,223

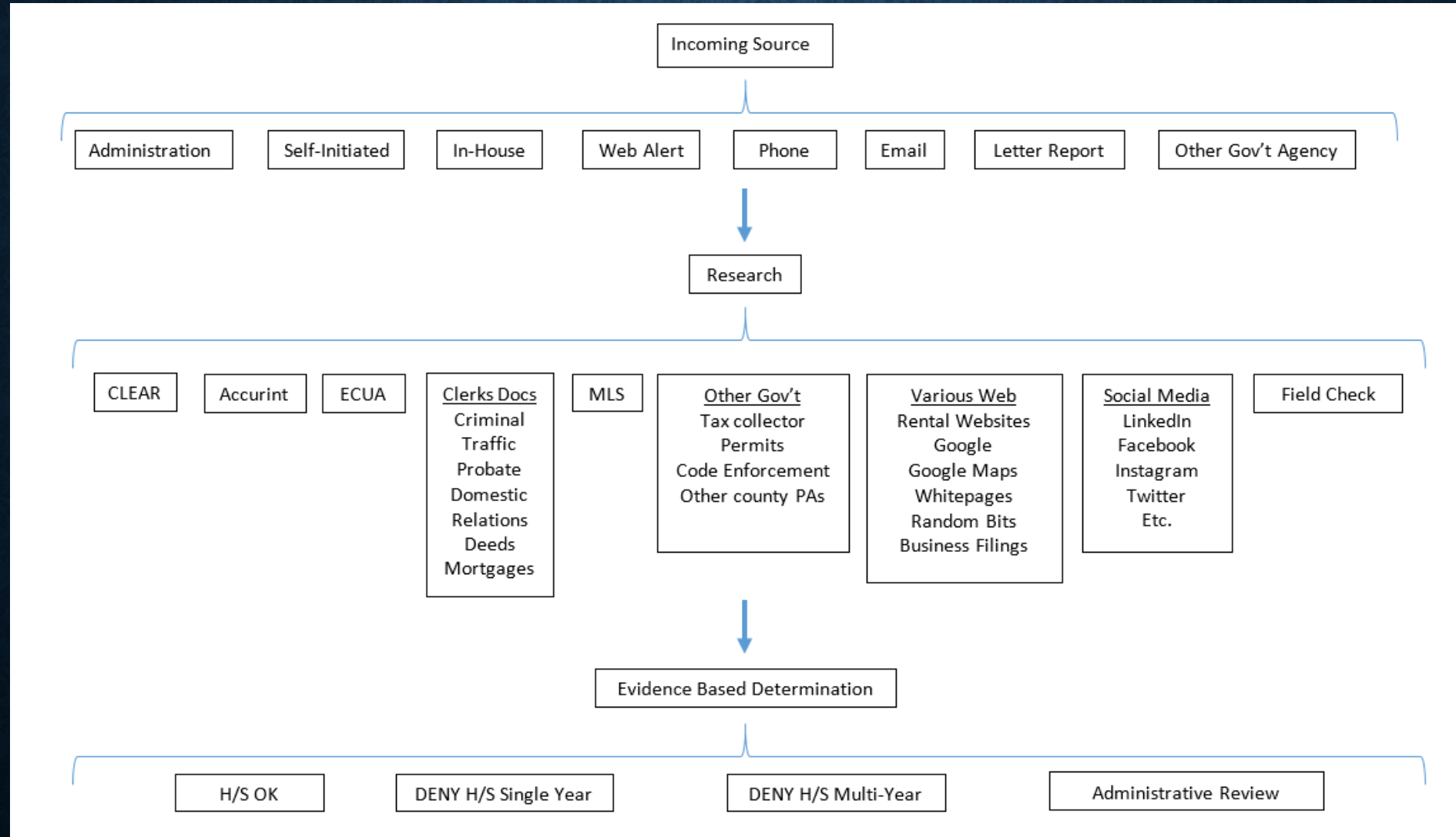
Potential Parcels in Violation ~ 664

Escambia County Potential Violations

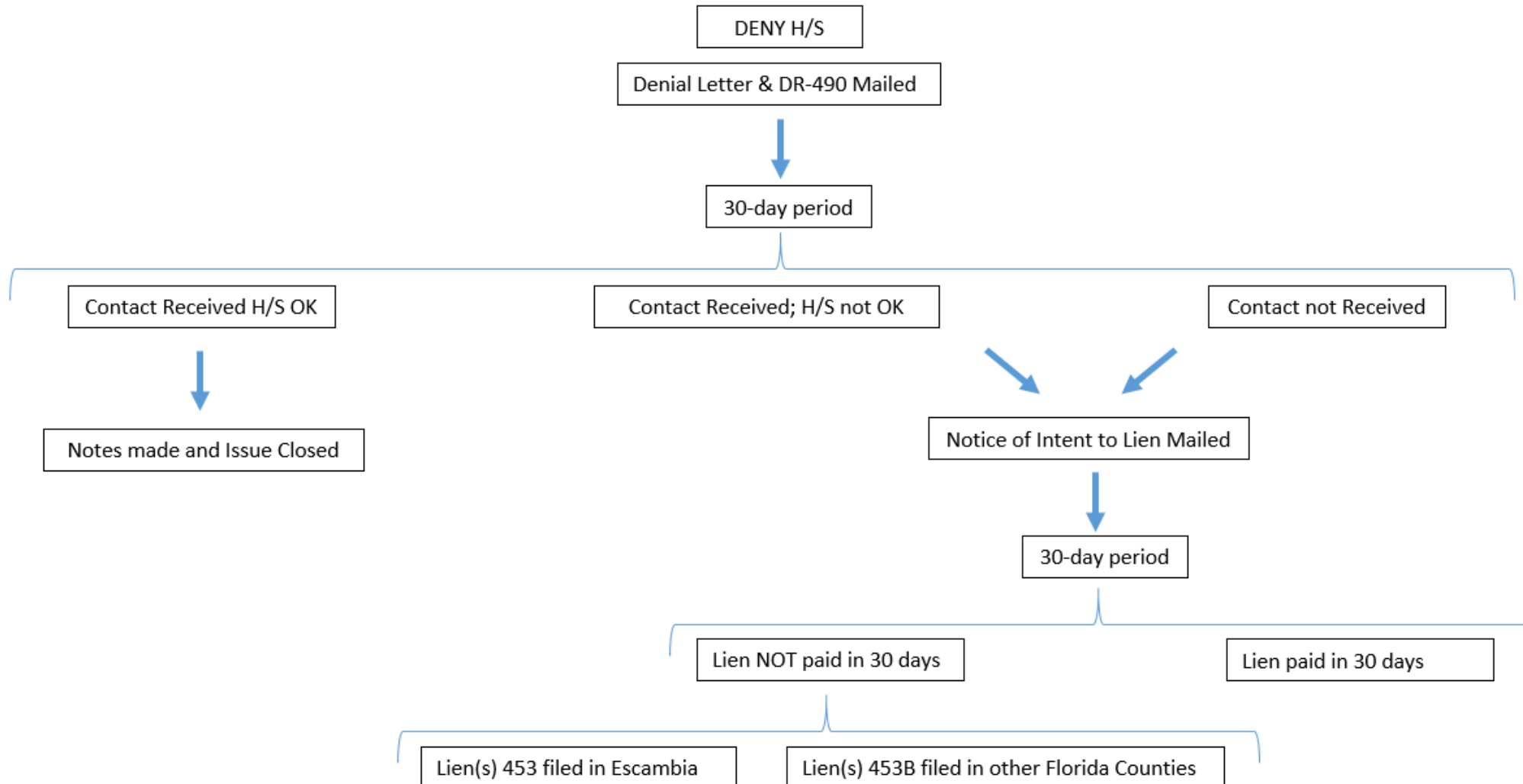


Batches 1-5 – 302 Accounts or 42% of violations

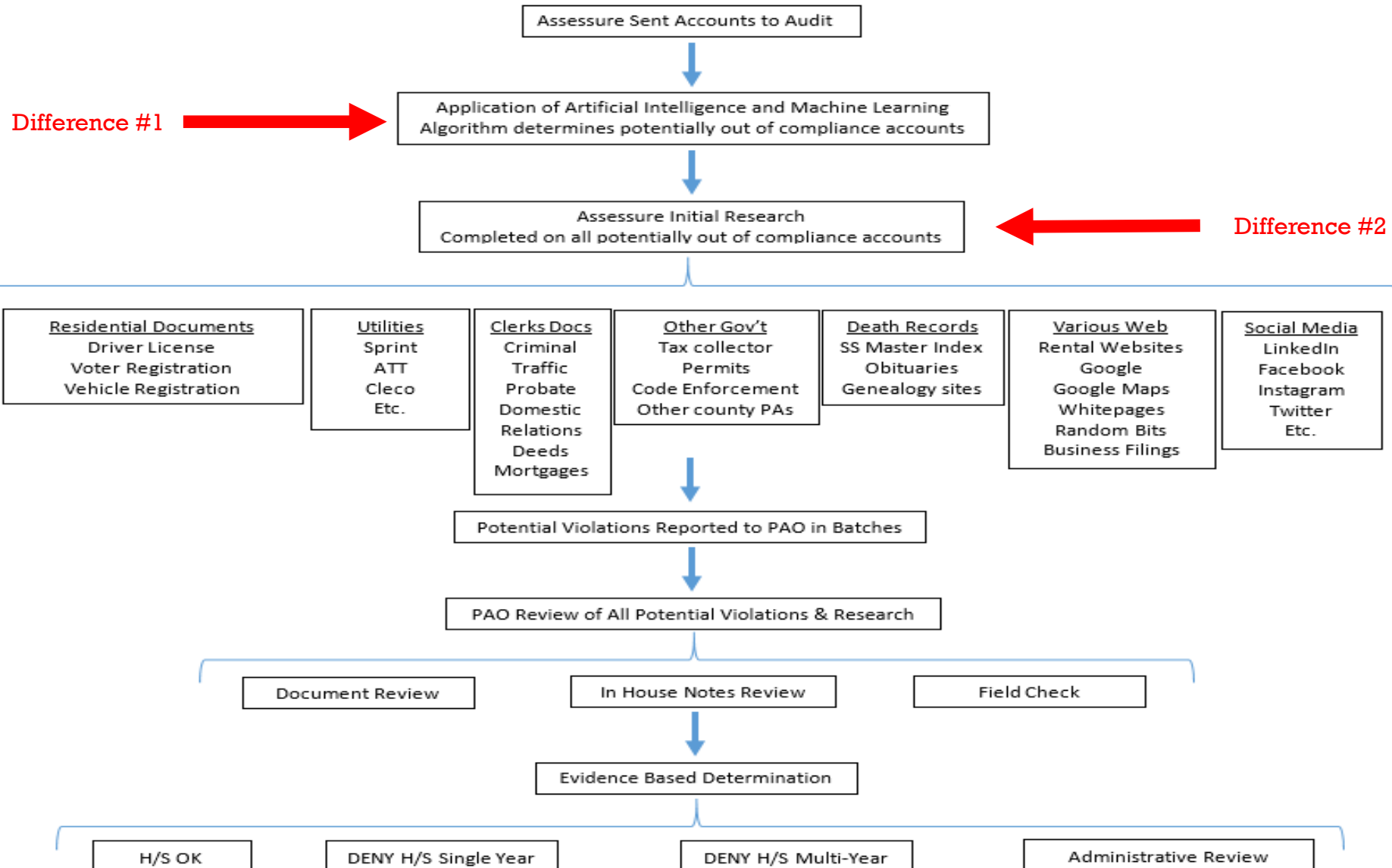
Current Process



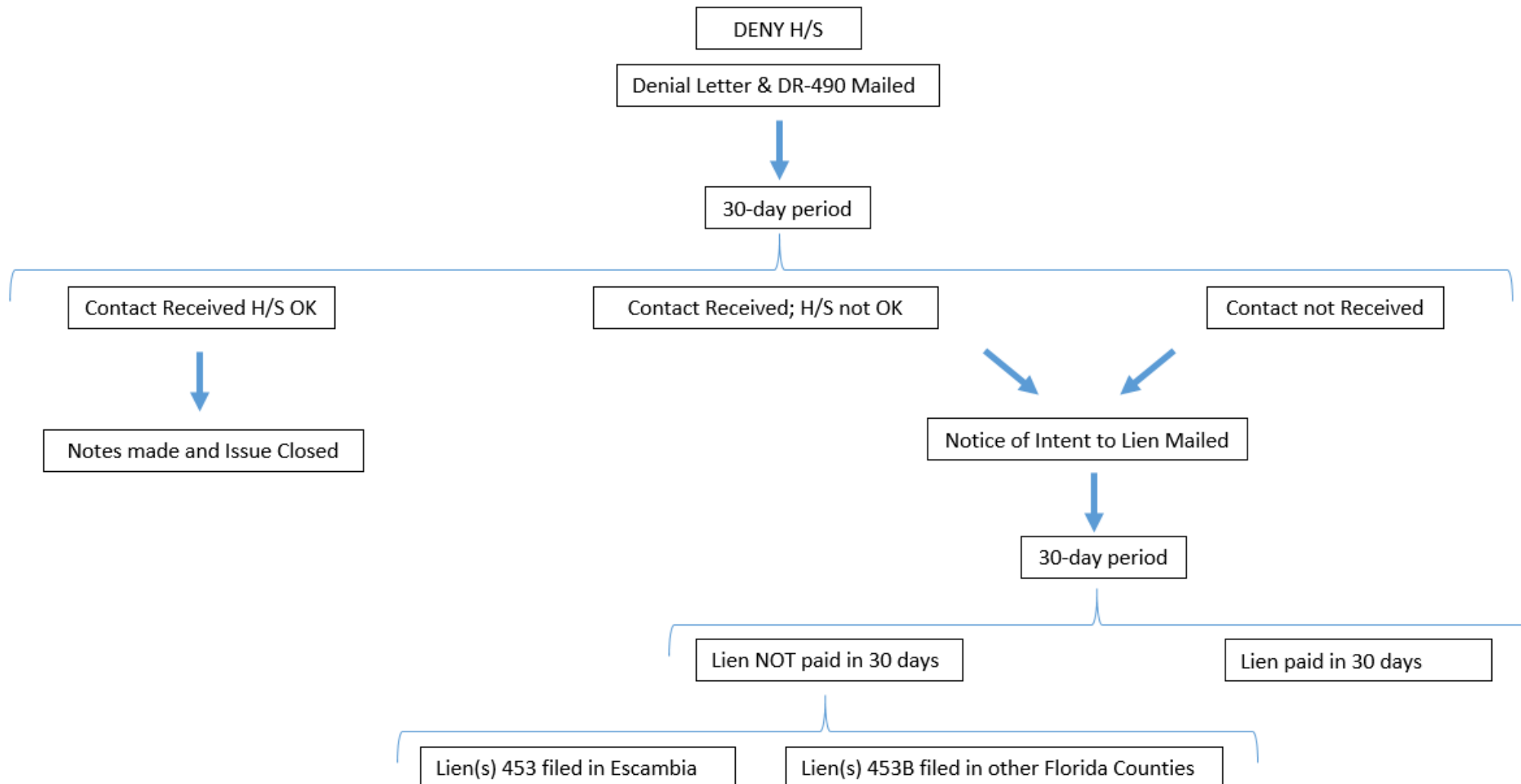
Current Process



Process Incorporating Assessure



Process Incorporating Assessure



FAQs

If the process for application is stringent, how can accounts fall out of compliance?

Circumstances frequently change after the application process. These circumstances may be a change of domicile after their application has been approved, rental of their homestead, or even getting married and maintaining multiple exemptions.

How are accounts in violation normally found?

Violations are usually only found by an owner's own actions. This may be in the form of a change of address to their non-homestead, listing their homestead on a rental site, or an outside party reports the violations as fraud.

FAQs

How is adding Assessure's services a beneficial supplement?

The use of Artificial Intelligence and Machine Learning allows tens of thousands of accounts to be processed, yielding a much smaller batch of results of higher suspected violations. From there, a team compiles information to substantiate the computer generated violations. These violations are then sent, along with their evidence, to PAO staff to verify and address. Essentially, Assessure has created the ability for the PAO to address tens of thousands of accounts by whittling them down to a few hundred probable violations for staff to manage.

FAQs

Was any confidential information released to Assessure?

No, Assessure systems completed their initial analysis without receiving any confidential data of Escambia County taxpayers.

Is Assessure bound by any confidentiality requirements?

Yes, Assessure is bound by the same laws applied to the PAO and TCO including those in Florida Statutes, Chapters 119 and 193, in regard to the confidential and disclosure exempt nature of social security numbers, applications, and supporting documents.

FAQs

Who prepares correspondence generated from Assessure's Audits?

Assessure prepares the documentation but all correspondence has PAO staff signatures and is mailed from our downtown post office.

How are responses from Property Owners handled?

Owners only receive contact from Property Appraiser Personnel from start to finish of the process including denial letters, notice of intent to lien letters, phone calls, and office visits.

FAQs

Who completes Field Inspections of the Property?

Field Inspections will only be completed by Property Appraiser Personnel.

Could there be mitigating circumstances for a “potential” account to not actually be in violation?

Yes, there may be instances where suspected violations are actually valid exemptions such as a duly authorized separate family units or property owned for the benefit of a dependent. These accounts may not be found in violation and no further action may be required. The PAO staff make the final call in **ALL** determinations.

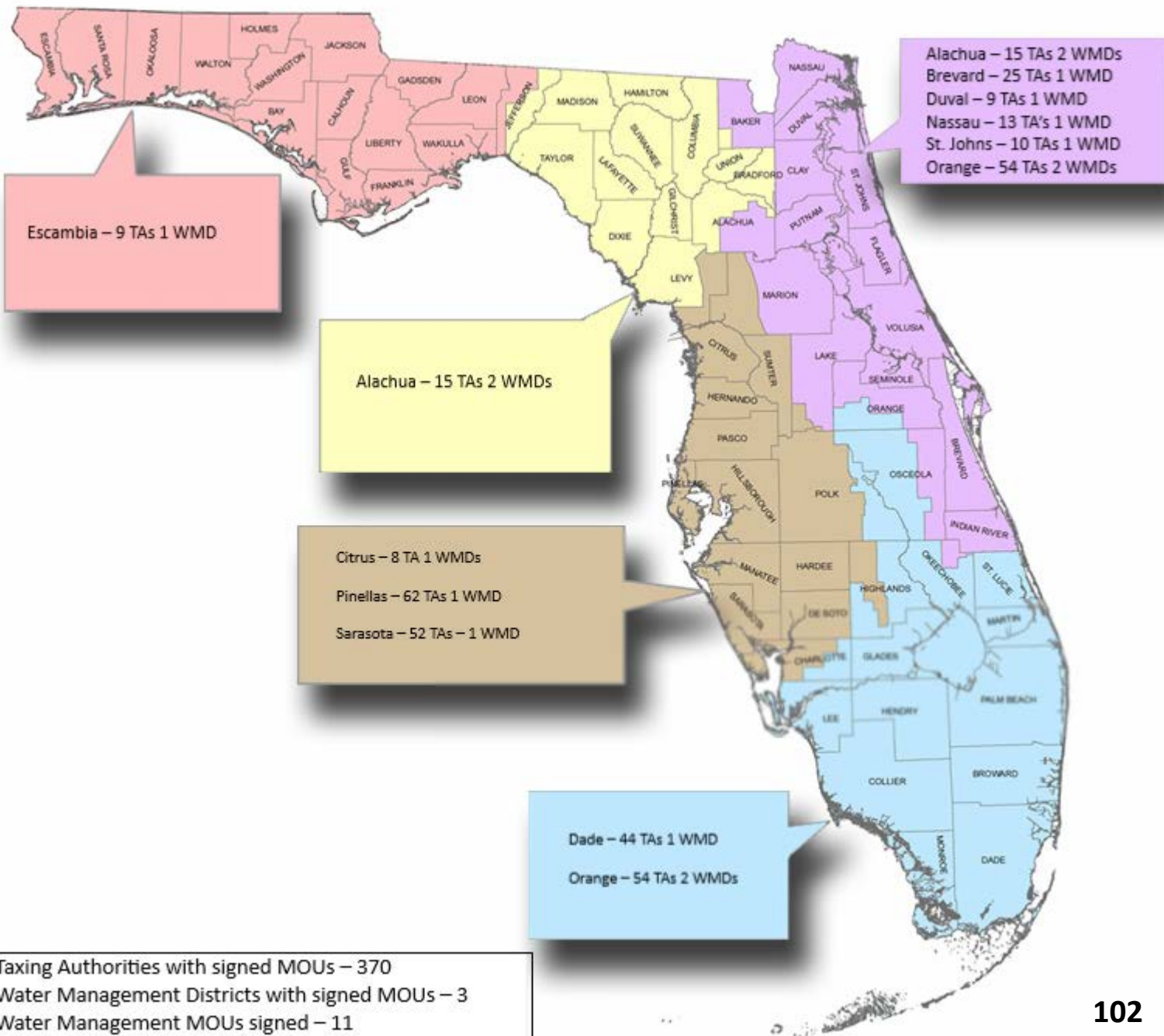
FAQs

Is the PAO handing authority over exemptions and liens to Assessure?

No, Assessure is producing batches of potential violations along with research compiled on each account. These accounts are forwarded to the PAO to make final determinations on ALL potential violations.

Is Assessure entitled to any future revenues from these properties?

Assessure only receives 28% at time of lien satisfaction and they have no claim to future revenues of that property once the lien is satisfied.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
ESCAMBIA COUNTY PROPERTY APPRAISER,
ESCAMBIA COUNTY TAX COLLECTOR,
AND TAXING AUTHORITY**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the Escambia County Property Appraiser, a Constitutional Officer of the State of Florida ("APPRAISER"), the Escambia County Tax Collector, a Constitutional Officer of the State of Florida ("TAX COLLECTOR"), and the Northwest Florida Water Management District ("TAXING AUTHORITY").

WITNESSETH

WHEREAS, the APPRAISER, a Constitutional Officer elected by the residents of the County of Escambia, has the responsibility of preparing an assessment roll that meets all legal requirements, including the administration of certain exemptions; and

WHEREAS, the TAX COLLECTOR, a Constitutional Officer elected by the residents of the County of Escambia, has the responsibility of collecting duly assessed ad valorem taxes according to the above-referenced assessment roll; and

WHEREAS, the TAXING AUTHORITY levies ad valorem taxes for the public benefit; and

WHEREAS, the APPRAISER has the authority under Section 193.155, Florida Statutes, to determine that for any year or years within the prior ten (10) years a person who was not entitled to the homestead property assessment limitation granted under that section shall be subject to the unpaid taxes, plus a penalty of fifty percent (50%) of the unpaid taxes for each year and fifteen percent (15%) interest per annum; and

WHEREAS, the APPRAISER desires to contract with a third-party vendor to assist the APPRAISER in the determination of fraud, which vendor shall be compensated by withholding twenty-eight percent (28%) of any taxes recovered, plus penalties and interest on the recovered amount.

NOW, THEREFORE, the APPRAISER, TAX COLLECTOR, AND THE GOVERNING BOARD OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, sitting as the governing body for the TAXING AUTHORITY, in consideration of the mutual covenants contained herein, do agree as follows:

I. PROPERTY APPRAISER'S RESPONSIBILITIES

The APPRAISER is responsible for ensuring a fair, equitable tax roll for all citizens of Escambia County.

To that end, in his efforts to determine fraud the APPRAISER is partnering with an experienced vendor to assist in reviewing all homestead exemptions previously granted under Section 193.155, Florida statutes.

The APPRAISER intends to contract with said vendor to perform such work beginning in the first quarter of 2020.

The vendor will use ownership and exemption records maintained by the APPRAISER, current data from Lexis-Nexis and the vendor's own proprietary system to determine which property owners are improperly benefitting from the homestead exemption described in Art. VII § 6, Fla. Const. and all applicable statutes.

The APPRAISER shall provide accurate data to the vendor and analyze results returned from the vendor to ensure all statutory obligations are being met.

II. TAXING AUTHORITY'S RESPONSIBILITIES

The TAXING AUTHORITY shall forfeit twenty-eight percent (28%) of any taxes, penalties and interest from its share of any monies recovered as a result of the actions of the APPRAISER cancelling or removing a homestead exemption as a result of the data analysis from the vendor.

- a. The 28% will be withheld by the Tax Collector for distribution to the vendor, per terms of the contract between the APPRAISER and the vendor.
- b. The TAXING AUTHORITY will receive the remaining taxes, penalties and interest from the Tax Collector as part of the regular tax distribution.

III. GENERAL PROVISIONS

1. All notices required hereunder shall be by the United States mail, postage paid. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

TAXING AUTHORITY's representative

NAME:

TITLE:

ADDRESS:

PHONE:

EMAIL:

APPRAISER's Administrative Agent

NAME: Gary (Bubba) Peters

TITLE Chief Deputy

ADDRESS: 221 Palafox Place Suite 300
Pensacola, FL 32502

PHONE: 850-434-2735

EMAIL: gpeters@escpa.org

TAX COLLECTOR's Administrative Agent

NAME:

TITLE:

ADDRESS:

PHONE:

EMAIL:

2. The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing and executed with the same formalities as this Memorandum is executed.
3. This Memorandum shall become effective as of the date of the last of the parties' signature hereto, and shall remain in effect for an initial term of twelve (12) months and at the APPRAISER'S election, in his sole discretion, shall continue in effect thereafter on a year-to-year basis, but not to extend beyond December 31, 2025.

IN WITNESS WHEREOF, the parties have agreed to the terms and provisions of this Memorandum of Understanding as of the last signature hereto.

Witnesses:

ESCAMBIA COUNTY PROPERTY APPRAISER

By: _____
Chris Jones, Property Appraiser

Date: _____

Witnesses:

ESCAMBIA COUNTY TAX COLLECTOR

By: _____
Scott Lunsford, Tax Collector

Date: _____

Witnesses:

**GOVERNING BOARD OF NORTHWEST FLORIDA
WATER MANAGEMENT DISTRICT, sitting as the
Governing Body for the Taxing Authority**

By: _____
George Roberts, Chair

Date: _____

ATTEST:

Sign: _____
Print: _____
Title: _____
Date: _____

Approved as to form and correctness

By: _____
Title: _____

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: April 14, 2020

Carmen Diaz, Petitioner, vs. Northwest Florida Water Management District, and Palafox, LLC, Respondents, State of Florida Division of Administrative Hearings (DOAH), Case No. 19-5831

This is a challenge brought by Petitioner Diaz, a homeowner within the Tallahassee subdivision known as Palafox, to an environmental resource permit issued by the District to Palafox, LLC, whose principal is Gary Zins. The permit authorizes Palafox, LLC, to construct a surface water management system to serve an approximately 2.68-acre development (multi-family housing) at the intersection of Palafox Lane and Martin Hurst Road in Tallahassee.

The Petitioner alleges, primarily, that the development will violate District statutes and rules by causing increased amounts of stormwater/flooding on Petitioner's property. The District's position is that Palafox, LLC, has met the conditions for issuance of the permit and the engineering provided by Palafox, LLC, demonstrates that no such impacts to Petitioner's property will occur.

The final hearing, i.e. trial, was held in this case on February 19 and 20, 2020. The District and Palafox, LLC, presented a vigorous defense of the permit issuance. After a short deadline extension, the proposed recommended orders (PRO) were filed by all parties on April 13, 2020.

The administrative law judge has until May 4, 2020 to issue her recommended order (RO). The RO will then be presented to the Governing Board, which will issue its final order (FO) at the next following regularly scheduled meeting. The District remains confident in its decision to issue the permit.