

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Thursday, March 10, 2022
700 US Highway 331 South
DeFuniak Springs, FL 32435**

1. Opening Ceremonies

Called to order at 1:02 p.m.

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

Present: George Roberts, Chair; Nick Patronis, Secretary-Treasurer; John Alter; Gus Andrews; Kellie Ralston; Anna Upton

Absent: Jerry Pate, Vice Chair

2. Special Thanks and Recognition

None.

3. Changes to the Agenda

None.

4. Consideration of the following Items Collectively by Consent:

MOTIONED BY JOHN ALTER, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE ITEMS A, B, C AND D IN THE CONSENT AGENDA CONTINGENT UPON LEGAL REVIEW AND OTHER ACTIONS AS REQUIRED BY FLORIDA STATUTES. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

A. Approval of the Minutes for February 10, 2022

Approve the Minutes for February 10, 2022, Governing Board meeting.

B. Approval of the Financial Reports for the Month of January 2022

Approve the Financial Reports for the Month of January 2022.

C. Consideration of Removal of Property Items from District Records

Authorize the removal of property items in the table below from the property records and write off the value of the items.

Description	Tag #	Net Present Value at 9/30/21 to be Written Off
Dell Monitor	00134	\$0.00
Dell Monitor	00191	\$0.00
Dell Monitor	00194	\$0.00
50" Vizio Plasma TV	00270	\$0.00
Dell Monitor	00534	\$0.00
Dell Monitor	00550	\$0.00
Samsung Monitor	00577	\$0.00
Microsoft Surface Pro Tablet	00920	\$0.00

Panasonic Toughbook	00966	\$0.00
Panasonic Laptop	01360	\$0.00
Dell Monitor	01451	\$0.00
Dell Monitor	01457	\$0.00
Dell Monitor	01754	\$0.00
XLINK500 W/LTE MODEM	09001	\$0.00
Dell Monitor	1697	\$0.00
APC Smart UPS	2761	\$0.00
Panasonic Laptop	2777	\$0.00
Dell Precision T1700 Tower	3243	\$0.00
EXO2 Sonde System1 w/ Probes	3245	\$1,979.77
EXO2 Sonde System1 w/ Probes-Site 1	3247	\$1,979.77
YSI EXO2 Sonde System1	3248	\$1,979.77
Dell Latitude E6440 BTX Laptop	3491	\$0.00
Panasonic Toughbook	80006	\$0.00

D. Consideration of Grant Agreement Extension for the Okaloosa County/Eglin AFB/Niceville Reclaimed Water Project

Approve extension of the grant agreement for the Okaloosa County/Eglin AFB/Niceville Reclaimed Water Project to June 30, 2023.

5. Consideration of Grant Agreement with the Florida Department of Environmental Protection for Apalachicola Bay Water Quality Improvement Activities

MOTIONED BY KELLIE RALSTON, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO ACCEPT UP TO \$1,085,392.62 IN GRANT FUNDING FOR THE COMPLETION OF APALACHICOLA BAY WATER QUALITY IMPROVEMENT PROJECTS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Agreement with Liberty County for Management of the Beaverdam Recreation Site

MOTIONED BY GUS ANDREWS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE THE AGREEMENT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT WITH LIBERTY COUNTY FOR THE BEAVERDAM RECREATION SITE. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Amendment No. 1 to the Glover Conservation Easement; Choctawhatchee River/Holmes Creek WMA

MOTIONED BY NICK PATRONIS, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE AMENDMENT NO. 1 TO THE GLOVER CONSERVATION EASEMENT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT, SUBJECT TO LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Regulatory Matters

Public Hearing called to order at 1:22 p.m.

A-1 Applicant: Steven W. Reecy, Florida Department of Corrections
App. No.: 2B-129-5655-10
Use: Institutional

MOTIONED BY NICK PATRONIS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE APPLICATION NO. 2B-129-5655-10, STEVEN W. REECY, FLORIDA DEPARTMENT OF CORRECTIONS, PER THE RECOMMENDATIONS AND CONDITIONS OF THE STAFF REPORTS AND PER THE TERMS AND CONDITIONS OF THE PERMIT DOCUMENTS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Legislative Update

Informational purposes only.

10. Legal Counsel Report

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

Northwest Florida Water Management District, Plaintiff, vs. GHD Construction Services, Inc., Defendant, Walton County Circuit Court Case No. 21CA137

Meeting was adjourned at 1:31 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending February 28, 2022

Balance Forward - Operating Funds	\$44,521,404.26
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Operating Funds Received in current month:

Revenue Receipts, Current	\$249,025.54	
Contracts Receivable	796,219.98	
Other Deposits/Refunds/Adjustments	17,511.39	
Transfers from Lands Accounts	3,214.14	
Total Deposits during month	1,065,971.05	1,065,971.05

Total Deposits and Balance Forward	\$ 45,587,375.31
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Disbursements:

Employee Salaries	497,721.12	
Employee Benefits	308,159.11	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	347,196.64	
Operating Expenses - Services	105,233.21	
Operating Expenses - Commodities	195,683.75	
Operating Capital Outlay	6,490.82	
Grants and Aids	52,684.41	
Total Operating Expenses during month	1,513,169.06	
Payables, Prior Year	35.00	
Other Disbursements or (Credits)	16,058.21	
Total Funds Disbursed by check during month	1,529,262.27	
Bank Debits (Fees, Deposit Slips, etc.)	1.45	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed	1,529,263.72	1,529,263.72

Cash Balance Operating Funds at month end	\$ 44,058,111.59
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Operating Depositories:

Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking	2,064,472.55	
Payroll Account	6,000.00	
Passthrough (EFT) Account	0.00	
Investment Accounts:		
Fla. Board of Administration @ 0.15%		
General Fund	21,386,030.95	
Lands Fee Fund	4,711,244.41	
Ecosystem TF	72,012.63	
Water Prot. & Sust. Program TF	100,304.50	
Okaloosa Regional Reuse	1,132,420.00	
Mitigation Fund	14,585,376.30	

Total Operating Depositories at month end	\$ 44,058,111.59
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NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending February 28, 2022

Land Acquisition Funds:

Fla. Board of Administration @ 0.15%	\$ 300,500.37	
Total Land Acquisition Funds		300,500.37

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 0.15%	41,997.67	
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Fla. Board of Administration Cypress Springs R&M Account @ 0.15%	<u>841,795.34</u>	
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Total Restricted Land Management Funds		<u>883,793.01</u>
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Total Land Acquisition, and Restricted Management Funds		<u>1,184,293.38</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 45,242,404.97</u></u>
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Approved: _____
Chairman or Executive Director

Date: April 14, 2022

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending February 28, 2022
(Unaudited)

	Current Budget	Actuals Through 2/28/2022	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,687,899	\$ 3,219,726	\$ (468,173)	87%
Intergovernmental Revenues	100,724,148	1,121,460	(99,602,688)	1%
Interest on Invested Funds	48,500	17,938	(30,562)	37%
License and Permit Fees	537,000	264,415	(272,585)	49%
Other	1,708,690	53,842	(1,654,848)	3%
Fund Balance	29,493,951		(29,493,951)	0%
Total Sources	\$ 136,200,188	\$ 4,677,382	\$ (131,522,806)	3%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 6,905,619	\$ 979,442	\$ 1,394,527	\$ 4,531,650	14%	34%
Acquisition, Restoration and Public Works	90,077,188	1,036,281	34,340,824	54,700,083	1%	39%
Operation and Maintenance of Lands and Works	6,914,154	1,350,772	3,676,883	1,886,499	20%	73%
Regulation	3,988,739	1,330,932	172,164	2,485,643	33%	38%
Outreach	138,511	53,620	1,379	83,512	39%	40%
Management and Administration	2,103,918	821,752	107,996	1,174,170	39%	44%
Total Uses	\$ 110,128,129	\$ 5,572,799	\$ 39,693,773	\$ 64,861,557	5%	41%
Reserves	26,072,059			26,072,059	0%	0%
Total Uses and Reserves	\$ 136,200,188	\$ 5,572,799	\$ 39,693,773	\$ 90,933,616	4%	33%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

This unaudited financial statement is prepared as of February 28, 2022, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
GENERAL FUND
FEBRUARY 2022

CHECKS	02/03/2022	\$	227,266.55
ACH TRANSFERS	02/04/2022		161,281.49
DIRECT DISBURSEMENT	02/04/2022		64,686.69
VOIDED CHECKS	02/07/2022		-200.00
CHECKS	02/10/2022		186,071.52
ACH TRANSFERS	02/11/2022		104,008.84
DIRECT DISBURSEMENT	02/11/2022		770.00
CHECKS	02/17/2022		6,291.29
ACH TRANSFERS	2/18/2022		35,069.58
DIRECT DISBURSEMENT	2/18/2022		6,826.59
CHECKS	2/24/2022		24,152.68
ACH TRANSFERS	2/25/2022		60,947.74
RETIREMENT	2/28/2022		152,659.46
		\$	<u>1,029,832.43</u>

Chairman or Executive Director

April 14, 2022
Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4522	AECOM TECHNICAL SERVICES, INC	02/03/2022	74,041.00	LAKE MUNSON HARMFUL ALGAE BLOO
95	AT&T	02/03/2022	346.36	PHONE SERVICE - EFO
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	02/03/2022	630.20	MEDICARE
3289	CITY OF TALLAHASSEE	02/03/2022	180.00	PARKING PASS FOR TWO SPACES AT
2241	DEPT. OF THE INTERIOR - USGS	02/03/2022	56,807.50	JOINT FUNDING AGREEMENT JFA002
2241	DEPT. OF THE INTERIOR - USGS	02/03/2022	22,125.00	JOINT FUNDING AGREEMENT JFA001
3424	MIDTOWN PRINT CO.	02/03/2022	125.00	BUSINESS CARDS FOR RMD STAFF
2701	FLORIDA MUNICIPAL INSURANCE TRUST	02/03/2022	24,969.75	SECOND INSTALLMENT FY 21/22
3759	FORD FARMS	02/03/2022	6,209.66	AG BMP COST SHARE AGREEMENT
3759	FORD FARMS	02/03/2022	27,975.00	AG BMP COST SHARE AGREEMENT
916	FPL NORTHWEST FLORIDA	02/03/2022	632.42	ELECTRIC DEFUNIAK OFFICE
277	LIBERTY CO. PROPERTY APPRAISER	02/03/2022	221.90	1ST QTR FY 20-21
5610	OKALOOSA-WALTON SECURITY & SURVEILLANCE	02/03/2022	75.00	DFO SECURITY
71	PETTY CASH	02/03/2022	76.99	PETTY CASH
4832	SUN LIFE FINANCIAL	02/03/2022	80.10	PREPAID DENTAL
4832	SUN LIFE FINANCIAL	02/03/2022	5,683.04	DENTAL
4834	SUN LIFE FINANCIAL	02/03/2022	79.90	EMPLOYEE ASSISTANCE PROGRAM
4834	SUN LIFE FINANCIAL	02/03/2022	938.28	LIFE INSURANCE
4834	SUN LIFE FINANCIAL	02/03/2022	2,911.55	VOL LIFE
4833	SUN LIFE FINANCIAL	02/03/2022	1,048.01	VOL LTD
5250	SUN LIFE FINANCIAL - VISION	02/03/2022	631.59	VISION
5801	TALQUIN PORTABLE RESTROOMS, INC	02/03/2022	165.00	ADA PORTABLE TOILET FOR REVELL
4557	VERIZON WIRELESS	02/03/2022	1,139.15	CELL PHONES AND JET PACKS
4626	WASTE PRO OF FLORIDA, INC	02/03/2022	174.15	SOLID WASTE - HQ
TOTAL CHECKS			\$ 227,266.55	
3293	ANGUS G. ANDREWS, JR.	02/04/2022	8,125.00	DFO LEASE AGREEMENT - CONTRACT
5089	ATKINS NORTH AMERICA, INC.	02/04/2022	2,685.29	RISK MAP PROGRAM SUPPORT
5089	ATKINS NORTH AMERICA, INC.	02/04/2022	8,986.70	RISK MAP PROGRAM SUPPORT
5089	ATKINS NORTH AMERICA, INC.	02/04/2022	23,560.24	RISK MAP PROGRAM SUPPORT
5089	ATKINS NORTH AMERICA, INC.	02/04/2022	3,645.92	RISK MAP PROGRAM SUPPORT
1617	CAPITAL HEALTH PLAN	02/04/2022	85,110.46	MEDICAL INSURANCE
3771	CHOCTAWHATCHEE BASIN ALLIANCE	02/04/2022	5,990.37	LOPLS FALL 2021 MONITORING
2497	ROGER A. COUNTRYMAN II	02/04/2022	206.00	TRAVEL REIMBURSEMENT
3126	DEWBERRY ENGINEERS, INC	02/04/2022	6,490.82	WATER RESOURCES PROJECT SUPPOR
45	DMS	02/04/2022	11.77	LAN PORTS AND INTRANET/INTERNET
45	DMS	02/04/2022	19.01	AIRCARDS AND HOTSPOTS
45	DMS	02/04/2022	10,075.90	HQ ETHERNET
45	DMS	02/04/2022	0.11	LAN PORTS AND INTRANET/INTERNET
45	DMS	02/04/2022	1,974.64	DEFUNIAK ETHERNET AND LONG DISTANCE
45	DMS	02/04/2022	1,604.79	HQ LOCAL

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
45	DMS	02/04/2022	659.01	DEFUNIAK LOCAL
45	DMS	02/04/2022	13.75	CONFERENCE CALLS
45	DMS	02/04/2022	30.63	HQ LONG DISTANCE
45	DMS	02/04/2022	93.36	MILTON LOCAL
45	DMS	02/04/2022	1.29	MILTON LONG DISTANCE
2702	FISH AND WILDLIFE	02/04/2022	1,384.43	LAW ENFORCEMENT - CONTRACT NO.
4952	LAW, REDD, CRONA & MUNROE, P.A.	02/04/2022	412.50	INSPECTOR GENERAL SERVICES AGR
4799	STAPLES CONTRACT & COMMERCIAL, INC.	02/04/2022	61.80	OFFICE SUPPLIES
5218	WAGeworks, INC.	02/04/2022	137.70	FLEXIBLE SPENDING ACCOUNT ADMI
TOTAL ACH TRANSFERS			\$ 161,281.49	
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	02/04/2022	2,400.06	RETIREE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	02/04/2022	60,206.63	EMPLOYEE MEDICAL INSURANCE
5707	REFUND PAYEEZY	02/24/2022	100.00	JEREMY REISER P302803 OVERPAYM
5707	REFUND PAYEEZY	02/04/2022	400.00	REFUND FOR OVERPAYMENT OF WATE
5707	REFUND PAYEEZY	02/04/2022	50.00	REFUND WITHDRAWN WELL PERMIT#
5707	REFUND PAYEEZY	02/04/2022	30.00	REFUND WITHDRAWN WELL PERMIT #
5707	REFUND PAYEEZY	02/04/2022	1,500.00	REFUND FOR OVERPAYMENT OF WATE
TOTAL DIRECT DISBURSEMENTS			\$ 64,686.69	
TOTAL AP			\$ 453,234.73	
2197	A J TROPHIES & AWARDS INC	02/10/2022	121.95	PROMOTIONAL ITEMS
5821	B&C FIRE SAFETY INC	02/10/2022	312.50	ALARM AND FIRE EXTINGUSIHER IN
4748	EAST MILTON WATER SYSTEM	02/10/2022	11.00	WATER - MILTON OFFICE
916	FPL NORTHWEST FLORIDA	02/10/2022	409.08	MILTON ELECTRIC
5826	FRANKLIN'S PROMISE COALITION	02/10/2022	18,499.75	OYSTER CORPS PILOT PROJECT-FL
666	JEFFERSON COUNTY PROPERTY APPRAISER	02/10/2022	216.76	1ST QTR FY 21-22
5599	KEITH MCNEILL PLUMBING CONTRACTOR, INC	02/10/2022	1,200.00	DIAGNOSTIC-JET CLEAN-CAMERA
3266	LOWE'S COMPANIES INC.	02/10/2022	2,319.79	GENERAL SUPPLIES
5626	NATIONAL TIRE BROKERS CORPORATION	02/10/2022	170.00	MINOR REPAIRS FOR DFO VEHICLES
64	PANAMA CITY NEWS HERALD	02/10/2022	50.77	PUBLISH 2022 GBM SCHEDULE PANA
64	PANAMA CITY NEWS HERALD	02/10/2022	104.50	LEGAL ADS-WATER USE PERMITS
64	PANAMA CITY NEWS HERALD	02/10/2022	106.49	LEGAL ADS-WATER USE PERMITS
62	PENSACOLA NEWS-JOURNAL	02/10/2022	66.18	PUBLISH 2022 GBM SCHEDULE PENS
4345	PRIDE ENTERPRISES FORESTRY	02/10/2022	6,387.94	PRIDE FIRE RINGS AND GRILLS
5769	PRT USA, INC.	02/10/2022	152,236.80	AGREEMENT FOR 2021-2023 LONGLE
523	SANTA ROSA PRESS GAZETTE	02/10/2022	52.50	PUBLISH 2022 GBM SCHEDULE SANT
105	TALLAHASSEE DEMOCRAT	02/10/2022	49.70	PUBLISH 2022 GBM SCHEDULE TALL

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
110	TALQUIN ELECTRIC COOPERATIVE, INC.	02/10/2022	84.40	SECURITY LIGHTS - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	02/10/2022	3,107.31	ELECTRIC - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	02/10/2022	358.10	WATER/SEWER - HQ
4626	WASTE PRO OF FLORIDA, INC	02/10/2022	206.00	DUMPSTER FOR ECONFINA OFFICE A
TOTAL CHECKS			\$ 186,071.52	
5824	DAVID STANFORD	02/11/2022	146.00	TRAVEL REIMBURSEMENT
45	DMS	02/11/2022	659.01	DEFUNIAK LOCAL
45	DMS	02/11/2022	1,964.82	DEFUNIAK ETHERNET AND LONG DISTANCE
45	DMS	02/11/2022	25.04	CONFERENCE CALLS
45	DMS	02/11/2022	1,604.79	HQ LOCAL
45	DMS	02/11/2022	18.67	AIRCARDS AND HOTSPOTS
45	DMS	02/11/2022	28.07	HQ LONG DISTANCE
45	DMS	02/11/2022	0.75	MILTON LONG DISTANCE
45	DMS	02/11/2022	93.36	MILTON LOCAL
45	DMS	02/11/2022	11.65	LAN PORTS AND INTRANET/INTERNET
45	DMS	02/11/2022	9,574.12	HQ ETHERNET
45	DMS	02/11/2022	0.17	LAN PORTS AND INTRANET/INTERNET
4961	PETER FOLLAND	02/11/2022	146.00	TRAVEL REIMBURSEMENT
3942	A & W VENTURES, L.C.	02/11/2022	225.00	PORTABLE HANDICAPPED TOILET FO
2268	INNOVATIVE OFFICE SOLUTIONS, INC	02/11/2022	837.00	PHONE SYSTEM MAINTANANCE CONTR
5368	KOUNTRY RENTAL NWF, INC.	02/11/2022	7,855.00	SERVICE FOR PORTABLE TOILETS-C
5791	MOHAWK VALLEY MATERIALS, INC.	02/11/2022	72,500.00	RECOVERY AND DEBRIS CLEANUP
5651	SGS TECHNOLOGIE, LLC	02/11/2022	373.33	HOSTING & MAINTAINING DIST WEB
3104	SOUTHERN WATER SERVICES, LLC	02/11/2022	259.00	60 MONTH SAMPLING FOR ECONFINA
4799	STAPLES CONTRACT & COMMERCIAL, INC.	02/11/2022	155.17	OFFICE SUPPLIES
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	02/11/2022	4,481.90	RECREATION SITE CLEAN UP AND M
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	02/11/2022	200.00	JANITORIAL SERVICES FOR THE MI
2808	THAT BOOT STORE	02/11/2022	89.99	SAFETY BOOTS-BAILEY & THOMAS
5060	EXTREME LOGISTICS GULF COAST, LLC	02/11/2022	290.00	PORTABLE AND COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	02/11/2022	170.00	PORTABLE AND COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	02/11/2022	340.00	PORTABLE AND COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	02/11/2022	340.00	PORTABLE AND COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	02/11/2022	170.00	PORTABLE AND COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	02/11/2022	290.00	PORTABLE AND COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	02/11/2022	530.00	PORTABLE AND COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	02/11/2022	290.00	PORTABLE AND COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	02/11/2022	170.00	PORTABLE AND COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	02/11/2022	170.00	PORTABLE AND COMPOST TOILETS
TOTAL ACH TRANSFERS			\$ 104,008.84	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5707 REFUND PAYEEZY	02/11/2022	100.00	JEREMY REISER P302803 OVERPAYM
5707 REFUND PAYEEZY	02/11/2022	50.00	REFUND FOR OVERPAYMENT FOR PER
5707 REFUND PAYEEZY	02/11/2022	320.00	MARK SINER 298136 WITHDRAWAL R
5707 REFUND PAYEEZY	02/11/2022	150.00	BETHANY WOMACK P301719 OVERPMT
5707 REFUND PAYEEZY	02/11/2022	50.00	REFUND WITHDRAWN WELL PERMIT 3
5707 REFUND PAYEEZY	02/11/2022	100.00	CHRIS SIMONEAUX P303163 WITHDR
TOTAL DIRECT DISBURSEMENTS		\$ 770.00	
TOTAL AP		\$ 290,850.36	
4923 JOHN ALTER	02/17/2022	56.07	TRAVEL REIMBURSEMENT
2992 BANK OF AMERICA	02/17/2022	452.16	ONLINE ACCESS TO BANK ACCOUNT
2992 BANK OF AMERICA	02/17/2022	1,002.46	JAN 2021 ANALYSIS STATEMENT
26 FL. SECRETARY OF STATE DIV OF ADMIN SERV	02/17/2022	20.44	FAR AD DRAFT RMP 2022
26 FL. SECRETARY OF STATE DIV OF ADMIN SERV	02/17/2022	27.16	FAR AD - 2022 FLORIDA FOREVER
666 JEFFERSON COUNTY PROPERTY APPRAISER	02/17/2022	216.76	2ND QTR FY 21-22
2299 LIBERTY COUNTY SOLID WASTE	02/17/2022	40.00	SOLID WASTE DUMPSTER - FL RIVER
5802 MURPHY CASSIDY DIESEL REPAIRS	02/17/2022	337.81	MINOR REPAIRS FOR REG VEHICLES
1205 OFFICE DEPOT, INC.	02/17/2022	304.99	OFFICE CHAIR FOR CARLOS HERD
4849 NICK PATRONIS	02/17/2022	89.00	TRAVEL REIMBURSEMENT
5251 RANDSTAD NORTH AMERICA, INC.	02/17/2022	555.00	RANDSTAD PROFESSIONAL STAFF AU
5223 SOUTHERN HABITATS, LLC	02/17/2022	3,000.00	WIREGRASS SEED COL (/FALL 21;
5737 TELECHECK SERVICES, INC.	02/17/2022	51.20	FEES FOR ONLINE PAYMENTS
5737 TELECHECK SERVICES, INC.	02/17/2022	68.40	EPERMITTING FEES-TELECHECK
3941 TYLER TECHNOLOGIES, INC.	02/17/2022	69.84	1095 ENVELOPES
TOTAL CHECKS		\$ 6,291.29	
3293 ANGUS G. ANDREWS, JR.	02/18/2022	106.80	TRAVEL REIMBURSEMENT
5702 AUTO ALLEY INC	02/18/2022	308.56	MINOR REPAIRS FOR HQ REG VEHIC
4742 BRECK BRANNEN	02/18/2022	157.53	TRAVEL REIMBURSEMENT
4855 ENVIRON SERVICES INCORPORATED	02/18/2022	2,079.17	JANITORIAL SERVICES FOR HQ
3337 FORESTECH CONSULTING	02/18/2022	400.00	LAND MANAGEMENT DATABASE
4090 JERRY PATE	02/18/2022	165.54	TRAVEL REIMBURSEMENT
3813 PENNINGTON, P.A.	02/18/2022	17,203.23	LEGAL COUNSEL
3960 GEORGE ROBERTS	02/18/2022	89.00	TRAVEL REIMBURSEMENT
5614 ZACHARY J. SELLERS	02/18/2022	925.00	DFO JANITORIAL SERVICES
4799 STAPLES CONTRACT & COMMERCIAL, INC.	02/18/2022	277.40	SMEAD PRESSBOARD CLASSIFICATIO
5218 WAGeworks, INC.	02/18/2022	56.55	COBRA ADMINISTRATION

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	02/18/2022	13,300.80	LAW ENFORCEMENT AND SECURITY
TOTAL ACH TRANSFERS			\$ 35,069.58	
2967	BANK OF AMERICA	02/18/2022	3,316.54	JANUARY 2022 P-CARD
2967	BANK OF AMERICA	02/18/2022	9.99	DIGITAL SUBSCRIPTION TO THE GA
2967	BANK OF AMERICA	02/18/2022	27.72	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	02/18/2022	9.99	DIGITAL SUBSCRIPTION TO TALLAH
2967	BANK OF AMERICA	02/18/2022	15.96	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	02/18/2022	11.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	02/18/2022	9.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	02/18/2022	969.98	ERP® TV ORDER/IT ITEM ORDER
2967	BANK OF AMERICA	02/18/2022	197.12	GLOVES FOR LAB - AMAZON
2967	BANK OF AMERICA	02/18/2022	135.79	OFFICE/FIELD SUPPLIES FOR REG-
2967	BANK OF AMERICA	02/18/2022	122.52	AMAZON ORDER FOR IT
2967	BANK OF AMERICA	02/18/2022	1,999.00	(10) ZOOM SOFTWARE LICENSES
TOTAL DIRECT DISBURSEMENTS			\$ 6,826.59	
TOTAL AP			\$ 48,187.46	
4180	BANK OF AMERICA	02/24/2022	578.56	TRANSACTION FEES FOR E-PERMITT
4180	BANK OF AMERICA	02/24/2022	31.01	MONTHLY TRANSACTION FEES
4676	CITY OF MILTON FLORIDA	02/24/2022	21.81	SEWER MILTON OFFICE
4676	CITY OF MILTON FLORIDA	02/24/2022	76.13	DUMPSTER SERVICE
3289	CITY OF TALLAHASSEE	02/24/2022	42.19	LAKESHORE & I-10
2713	FL DEPT OF AG. & CONSUMER SERVICES	02/24/2022	16,800.00	SLASH PINE SEEDLINGS
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	02/24/2022	30.80	LEGAL ADS FOR GOVERNING BOARD
3399	FLORIDA STORMWATER ASSOC., INC.	02/24/2022	149.00	TRAINING REGISTRATION-WAITS
5474	HATCHER PUBLISHING INC	02/24/2022	30.50	LEGAL ADS-WATER USE PERMITS
61	JACKSON COUNTY FLORIDAN	02/24/2022	54.85	PUBLISH 2022 GBM SCHEDULE JACK
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/24/2022	225.43	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/24/2022	237.91	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/24/2022	96.84	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/24/2022	273.12	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/24/2022	122.73	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/24/2022	196.69	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/24/2022	226.91	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	02/24/2022	201.39	KONICA MINOLTA COPIER LEASE RE
5294	KRONOS, INCORPORATED	02/24/2022	3.79	KRONOS RENEWAL
63	NORTHWEST FLORIDA DAILY NEWS	02/24/2022	129.95	LEGAL ADS-WATER USE PERMITS

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
523 SANTA ROSA PRESS GAZETTE	02/24/2022	90.00	LEGAL ADS-WATER USE PERMITS
5223 SOUTHERN HABITATS, LLC	02/24/2022	500.00	WIREGRASS SEED SHIPPING FEE
3568 THOMPSON TRACTOR CO., INC.	02/24/2022	1,001.68	CAT D5G DOZER PM SERVICE
2305 TROY FAIN INSURANCE COMPANY, INC	02/24/2022	108.00	NOTARY APPLICATION FEES
3711 US POSTAL SERVICE-HASLER	02/24/2022	1,500.00	REPLENISH HQTRS POSTAGE METER
5798 UNISOURCE SIGN CONNECTION	02/24/2022	197.60	SIGN FABRICATION SERVICES AGRE
4557 VERIZON WIRELESS	02/24/2022	1,161.33	CELL PHONE AND JET PACKS
4038 WINDSTREAM COMMUNICATIONS	02/24/2022	64.46	800 NUMBERS & EFO LONG DISTANCE
TOTAL CHECKS		\$ 24,152.68	
325 BAY CO. PROPERTY APPRAISER	02/25/2022	2,522.25	2ND QTR FY 21-22
4845 CALHOUN COUNTY SHERIFF'S OFFICE	02/25/2022	907.84	LAW ENFORCEMENT/SECURITY SERVI
4807 WEX BANK	02/25/2022	9,361.17	JAN 2022 FUEL / SERVICE PURCHASES
2702 FISH AND WILDLIFE	02/25/2022	22,139.34	COOPERATIVE MGMT AGREEMENT # 1
839 FORESTRY SUPPLIERS, INC.	02/25/2022	129.52	WATER LEVEL STAFF GAGES
5227 MAC'S AUTO SERVICE	02/25/2022	1,139.31	WMD2428 POWER STEERING PUMP &
5227 MAC'S AUTO SERVICE	02/25/2022	317.48	WHEEL HUB ASSEMBLY FOR WMD 242
5434 PRESIDIO NETWORKED SOLUTIONS LLC	02/25/2022	13,437.80	VMWARE RENEWAL
4091 THE SHOE BOX	02/25/2022	697.68	UNIFORM ORDER FOR LANDS
4091 THE SHOE BOX	02/25/2022	353.65	CLOTHING-REG
4091 THE SHOE BOX	02/25/2022	581.70	UNIFORMS FOR RMD STAFF
5337 VANASSEE HANGEN BRUSTLIN, INC.	02/25/2022	9,360.00	AGREEMENT FOR AS NEEDED SERVIC
TOTAL ACH TRANSFERS		\$ 60,947.74	
TOTAL AP		\$ 85,100.42	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
PAYROLL
FEBRUARY 2022

DIRECT DEPOSIT	02/11/2022	\$	219,568.94
CHECKS	02/11/2022		2,553.01
FLEX SPENDING TRANSFER	02/11/2022		1,657.57
DIRECT DEPOSIT	02/25/2022		273,548.38
CHECKS	02/25/2022		444.37
FLEX SPENDING TRANSFER	02/25/2022		1,657.57

\$ 499,429.84

APPROVED:

Chairman or Executive Director

April 14, 2022
Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Carlos Herd, Director, Resource Management Division
Paul Thorpe, Deputy Director, Resource Management Division

FROM: Jerrick Saquibal, Chief, Bureau of Resource Projects & Planning

DATE: March 22, 2022

SUBJECT: Consideration of Consultant Selections for RFP 22-002 for FEMA Risk MAP Program Support

Background

On February 25, 2022, the District issued a Request for Proposals (RFP) for FEMA Risk MAP Program Support (RFP 22-002). This RFP was issued to provide technical services to assist the District in administering a fully integrated floodplain management and FEMA Risk MAP program for its entire 16-county area. Key activities for FEMA Risk MAP Program Support may include project management and outreach; FEMA regulatory flood mapping process and product development; FEMA non-regulatory product and dataset development; community engagement and project outreach; resilience and hazard mitigation planning; GIS application development; LiDAR acquisition/management; website development/maintenance; and other relevant FEMA Risk MAP Program processes.

Sealed proposals for RFP 22-002 were due by 2:00 p.m. Eastern Time on March 31, 2022. District staff will prepare a supplement for your consideration at the April 14, 2022, Governing Board Meeting.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Carlos Herd, Director, Resource Management Division
Kathleen Coates, Chief, Bureau of Resource Evaluation

FROM: Katie Price, Hydrologist III, Bureau of Resource Evaluation

DATE: March 25, 2022

SUBJECT: Consideration of Revenue Contract with City of Tallahassee for Hydrologic Monitoring

Recommendation:

Staff recommends the Governing Board authorize the Executive Director to execute a three-year contract with the city of Tallahassee to continue hydrologic monitoring through 2024 for an amount not to exceed \$186,492, contingent upon annual budget approval.

Discussion:

The District has been assisting the city of Tallahassee with the maintenance and operation of monitoring equipment and performing hydrologic data collection for the past 30 years. This program currently includes the operation of 30 surface water and rainfall data collection stations. Stations are visited monthly and the data are downloaded, reviewed and processed, and provided to the city. Data are made available on the District's web portal. The stations provide storm event data for major drainage basins within the city. Data collected are used by the city to design and implement improvements in the stormwater drainage system, which help reduce flooding and improve water quality.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Carlos Herd, Director, Resource Management Division
Kathleen Coates, Chief, Bureau of Resource Evaluation

FROM: Katie Price, Hydrologist III, Bureau of Resource Evaluation

DATE: March 25, 2022

SUBJECT: Consideration of Revenue Contract with Leon County for Hydrologic Monitoring

Recommendation:

Staff recommends the Governing Board authorize the Executive Director to execute a three-year contract with Leon County to continue hydrologic monitoring through 2024, for an amount not to exceed \$162,833, contingent upon annual budget approval.

Discussion:

The District has been assisting Leon County with the maintenance and operation of monitoring equipment and performing hydrologic data collection for the past 30 years. This program currently includes the operation of 22 surface water and rainfall data collection stations. Stations are visited monthly and the data are downloaded, reviewed and processed, and provided to the county. Data are made available on the District's web portal. The stations provide storm event data for major drainage basins within Leon County. Data collected are used by the county to design and implement improvements in the stormwater drainage system, which help reduce flooding and improve water quality.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: March 31, 2022

SUBJECT: Consideration of Resolution No. 903 Committing Fund Balances
for the Fiscal Year Ending September 30, 2021, as Required By GASB
Statement No. 54

Recommendation

Staff recommends the Governing Board adopt Resolution No. 903 to commit fund balances for Fiscal Year 2020-2021 as follows:

- Commit \$4,669,968 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 Water Resource Investigations.
- Commit \$350,000 from the General Fund balance for Water Supply Development Assistance Grants.

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.

892 on August 12, 2021, that specified estimated fund balance amounts as *committed*. As the District's financial statements ending September 30, 2021, are being finalized, actual cash balances have been determined. Therefore, Resolution No. 903 is the update to Resolution No. 892 and specifies actual cash balance amounts as *committed*.

Updates include:

- The general statement about following District policy for an Economic Stabilization Fund (ESF) is replaced with the ESF amount of \$4,669,968 from the FY 2021-22 Adopted Budget.
- The \$500,000 set aside for Water Supply Development Assistance Grants is updated to \$350,000 to reflect the amount under agreement.
- The \$21,000 for the War Horse Utility Connection Grant is not yet under agreement and is reclassified from *committed* to *assigned*.

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. Depending on agreements, some may allow for ending balance from these sources to 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, FEMA, 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. 903 COMMITTING FUND BALANCE RESERVES FOR FISCAL YEAR 2020-2021 AS REQUIRED BY GASB Statement No. 54

WHEREAS, the 2020-2021 fiscal year of the Northwest Florida Water Management District extends from October 1, 2020, through September 30, 2021; 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

NICK PATRONIS
Secretary
Panama City

JOHN W. ALTER
Malone

GUS ANDREWS
DeFuniak Springs

KELLIE RALSTON
Tallahassee

ANNA UPTON
Tallahassee

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 2020-2021 as follows:

Commit \$4,669,968 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 Water Resource Investigations.

Commit \$350,000 from the General Fund balance for Water Supply Development Assistance Grants.

ADOPTED AND APPROVED this 14th day of April 2022, A.D.

ATTEST:

George Roberts, Chair

Nick Patronis, Secretary-Treasurer

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Carlos Herd, Director, Resource Management Division
Paul Thorpe, Deputy Director, Resource Management Division

FROM: Jerrick Saquibal, Chief, Bureau of Resource Projects & Planning

DATE: March 30, 2022

SUBJECT: Consideration of FY 2022-23 Springs Restoration and Alternative Water Supply Funding Requests

Recommendation

Staff recommends the Governing Board (1) approve the springs projects included in Table 1 totaling \$9,910,186, (2) approve the AWS projects included in Table 2 totaling \$12,729,665, (3) approve submittal of the springs and AWS projects to the Department of Environmental Protection (DEP) for funding consideration, and (4) authorize the Executive Director to enter into agreements with DEP and cooperators to receive up to the amount requested and implement springs restoration and AWS projects as described, subject to budget authority and legal counsel review.

Discussion

The Florida Legislature has appropriated \$75 million for FY 2022-23 statewide springs restoration and protection projects. Projects eligible for consideration for springs restoration funding are capital projects that protect the quality and quantity of water that flows to and from springs and land acquisition projects to protect springs. Since this program began in FY 2013-2014, more than \$107.9 million in springs restoration funding has been awarded in northwest Florida.

Additionally, the Legislature appropriated \$50 million for FY 2022-23 alternative water supply (AWS) projects statewide. Projects eligible for consideration for state AWS funding include those that help communities plan for and implement conservation, reuse, and other alternative water supply and water resources development projects. Alternative water supply sources include reclaimed water, stormwater, surface water, brackish groundwater, desalination, and other non-traditional sources of water designated in a regional water supply plan.

On December 8, 2021, the District issued a Notice of Funding Availability for eligible spring restoration and protection and AWS projects, with applications due by February 23, 2022. As shown in Table 1, the District is requesting approximately \$9.9 million in FY 2022-23 funding from DEP to implement priority springs restoration projects in the Panhandle, including:

- \$4.6 million for septic tank conversion to central sewer projects in Jackson County;
- \$2.5 million for Agricultural BMP Cost-Share Program in Jackson County;
- \$0.4 million for stormwater improvements at Shangri La Spring; and
- \$2.4 million for wastewater collection and treatment projects in Holmes and Leon counties;

As shown in Table 2, the District is requesting approximately \$12.7 million in FY 2022-23 funding from DEP to implement priority AWS projects in the Panhandle. Table 2 lists projects received that have been evaluated as meeting state AWS funding eligibility guidelines. Also incorporated within Table 2 is the third phase of the South Santa Rosa Reuse Initiative, which will continue implementation of a multijurisdictional reuse project first approved for funding in 2020. AWS projects are listed in priority order based on staff evaluation of the projects according to the state AWS funding guidelines and in consideration of the District's approved Regional Water Supply Plan and overall water resource and community benefits.

Final approval of funding for the FY 2022-2023 springs and AWS projects is subject to project selection by DEP, the Governor's approval of the state's budget, and final adoption of the District's budget.

Projects listed in Table 3 do not meet the eligibility requirements for State AWS funding. These projects do, however, address important water resource management needs, and future phases may include reclaimed water facilities. District staff will therefore work with the project sponsors and DEP to help identify appropriate funding sources for these projects as well.

Table 1. NFWFMD FY 2022-23 Springs Restoration Funding Requests

Spring Name	Project Name	County	Project Type	Project Description	Nitrogen Reduced (lbs/yr)	Sediment reduced (in lbs/yr)	Acres to be Acquired	State Funding Requested	Local Match
Jackson Blue Spring	Indian Springs Sewer Phase 2D	Jackson	Wastewater Collection & Treatment	Continue septic to central sewer connection project for 16 additional homes (34 lots) on the south side of Merritts Mill Pond.	Up to 123 lbs/yr TN	NA	NA	\$2,718,667	\$0
Jackson Blue Spring	Blue Spring Road Sewer Phase 2	Jackson	Wastewater Collection & Treatment	Continue septic to central sewer connection project for 15 additional homes (27 lots) along Blue Spring Road.	Up to 115 lbs/yr TN	NA	NA	\$1,861,928	\$0
Jackson Blue Spring	Agricultural BMP Producer Cost Share Grant Program	Jackson; Calhoun	Agricultural BMPs	Continue agricultural cost-share program, expanding to the Chipola groundwater contribution area and including the Jackson BMAP springs area. Assist approximately 50 producers with retrofits and precision agricultural equipment to restore and protect springs.	125,000 – 150,000 lbs/yr TN, depending on BMPs selected	NA	NA	\$2,500,000	\$833,333
Vortex Spring	Vortex Spring Critical Wastewater Extension Project	Holmes	Wastewater Collection & Treatment	The project seeks to extend public wastewater services from the existing Town of Ponce de Leon system north along Highway 81 towards Vortex Spring.	Up to 135 lbs/yr TN ^(a)	NA	NA	\$1,671,775	\$5,000
Jackson Blue Spring	Shangri La Spring Protection Project Phase I	Jackson	Stormwater	Restoration project at Shangri La Spring includes removal of stump/tree debris, reestablishing native vegetation, construction of a drainage structure, expansion of wetland area, boardwalk w-ADA access, observation/education platform, and roadway/parking improvements.	(b)	NA	NA	\$382,816	\$5,000
Wakulla Spring	Killearn Lakes Wastewater Treatment Facility	Leon	Wastewater Collection & Treatment	This project seeks to address limited effluent discharge for the Killearn Lakes WWTF. The facility recently increased its capacity from 0.7 MGD to 0.826 MGD. As part of this increase, Talquin Electric Cooperative has completed the design of a nine acre groundwater recharge constructed wetland.	Up to 4,066 lbs/yr TN ^(b)	NA	NA	\$775,000	\$775,000

TOTAL \$9,910,186 \$1,618,333

Notes

(a) Estimate as provided by consulting engineer in project application with supporting calculations. Additional data supporting quantification of nitrogen reductions is recommended.

(b) Additional data and documentation required to support estimates of nitrogen reductions.

Table 2. NFWFMD FY 2022-23 Alternative Water Supply Funding Requests

Project Name	County or Region	Sponsor	Project Description	Quantity of Water Made Available (MGD)	Additional Storage Capacity (MG)	State Funding Requested	Local Match	TOTAL Project Cost
South Santa Rosa Reuse Initiative, Phase III	Santa Rosa	City of Gulf Breeze in cooperation with Holley-Navarre Water System and Santa Rosa County	Interconnection of Holley-Navarre WWTP to City of Gulf Breeze Reclaimed Water Transmission System.	1.40 ^(a)	-	\$2,500,000	\$2,675,000	\$5,175,000
Chumuckla Hwy. Ground Storage Tank and Booster Pump Station	Santa Rosa	Pace Water System	Construction of a two-million-gallon reclaimed water ground storage tank and pump station. The project will provide additional storage for an existing sports park, and it will enable Pace Water System to expand the service area for residential reuse.	2.0	2.0	\$1,110,725	\$1,110,725	\$2,221,450
Town of Century Water Meter Replacement	Escambia	Town of Century	Design and construct 822 new auto-read water meters and one-inch service connection lines.	0.004 ^(b)	-	\$1,440,023	\$0	\$1,440,023
North Bay Water Quality Improvement Program AWS Reclaim Water Project Phase I	Bay	Bay County	Project will increase WWTF flows needed for the North Bay Wastewater Reuse System by extending existing sewer system into the Deer Point Protection Zone and connecting approximately 300 existing homes to sewer with an additional 1,150 homes connections at full development.	0.23 – 0.80 ^(c)	-	\$2,500,000	\$6,000,000	\$8,500,000
Molino Utilities Water Meter Upgrades	Escambia	Molino Utilities, Inc.	Install 2,315 water meters to improve water measurement accuracy and conserve water.	(d)	-	\$376,917	\$376,917	\$753,834

Notes

(a) 1.4 MGD additional reclaimed water at the conclusion of Phase IV.

(b) Estimate as provided by consulting engineer in project application with supporting calculations. Additional data supporting quantification of water savings is recommended.

(c) 0.23 MGD reclaimed water available after connecting +/-300 existing homes in Phase I. Upon full development of Phase I (1,450 home connections), 0.80 MGD reclaimed water made available.

(d) Additional data and documentation required to support estimates of water savings and water made available.

Table 2. NFWFMD FY 2022-23 Alternative Water Supply Funding Requests (continued)

Project Name	County or Region	Sponsor	Project Description	Quantity of Water Made Available (MGD)	Additional Storage Capacity (MG)	State Funding Requested	Local Match	TOTAL Project Cost
Vernon Water Meters	Washington	City of Vernon	Install 450 new auto-read water meters to improve water measurement accuracy and conserve water.	(d)	-	\$300,000	\$0	\$300,000
Jacob Water Meter Replacment	Jackson	Town of Jacob City	Install 90 new water meters to improve water measurement accuracy and conserve water.	(d)	-	\$52,000	\$0	\$52,000
South Marianna Regional Stormwater Reuse Facility Project	Jackson	City of Marianna	The South Marianna Regional Stormwater Reuse Facility Project seeks to acquire approximately 124 acres south of the most populated area of the City to construct a stormwater collection and treatment facility to capture and treat stormwater runoff before it reaches the pristine Chipola River. The stormwater management facility will be designed and constructed to serve as an alternative water supply to irrigate and maintain the nearby park freeing up resources and lowering water usage.	(d)	-	\$4,450,000	\$0	\$4,450,000
			TOTAL, Table 2			\$12,729,665	\$10,162,642	\$22,892,307

Notes

(d) Additional data and documentation required to support estimates of water savings and water made available.

Table 3. Additional Funding Requests Received

Project Name	County or Region	Sponsor	Project Description	Quantity of Water Made Available (MGD)	Additional Storage Capacity (MG)	State Funding Requested	Local Match	TOTAL Project Cost
City of Laurel Hill Shooter Lane Pond Modification	Okaloosa	City of Laurel Hill	Shooter Lane stormwater pond modification to alleviate flooding.	-	-	\$252,500	\$0	\$252,500
Gulf County Water Department Project	Gulf	Gulf County	Upgrade water supply well with a forced draft aerator to remove excessive sulfur.	-	-	\$308,000	\$0	\$308,000
Glenwood Park Stream Restoration	Okaloosa	Town of Cinco Bayou	Stream restoration for approximately 1,000 linear feet of Glenwood Park Stream.	-	-	\$300,000	\$225,000	\$525,000
Eastpoint Water Main Extension	Franklin	Eastpoint Water and Sewer District	Installation of 7,843 linear feet water line to bring potable water to the Magnolia Ridge Neighborhood in Eastpoint, removing the necessity for approximately 60 deep wells.	-	-	\$340,000	\$30,000	\$370,000

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Danny Layfield, Director, Division of Asset Management

FROM: Carol Bert, Asset Management Administrator

DATE: March 25, 2022

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement and Surveying Costs for the Purchase of the Jelk et al Property; Econfina Creek WMA

Recommendation:

Staff recommends the Governing Board:

1. Accept the appraisal prepared by Trigg, Catlett and Associates and review appraisal prepared by Brown Bevis Real Estate Appraisers, Inc. for the Jelk *et al* Property in Bay County;
2. Approve the Purchase and Sale Agreement and authorize the Executive Director to execute the Purchase and Sale Agreement and all closing documents on behalf of the District, subject to the terms and conditions of the Agreement, approval of the agreement by legal counsel; and
3. Approve the quote submitted by WGI for the survey and authorize the Executive Director to execute task orders for the survey and to correct technical or scrivener errors related to this acquisition.

Background:

Staff obtained one appraisal and review appraisal for the fee simple purchase of the Jelk *et al* property. The appraisal was prepared by Trigg, Catlett and Associates and the review appraisal was prepared by Brown Bevis Real Estate Appraisers, Inc. The above-named appraisers are on the Department of Environmental Protection's approved appraiser list.

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 39.28 acres +/- in Bay County as shown on the attached maps from Mr. and Mrs. Allen Jelk, Mr. Joe Harbison, Mr. and Mrs. John R. Middlemas and Ms. Julie Canzoneri as Personal Representative of the Estate of John Earl Pankhurst.

The Jelk *et al* property is located on the east side of Econfina Creek, is within the Econfina Springs Groundwater Contribution Area, is adjacent to a property encumbered by a District conservation easement that was also purchased for springs protection, and will be part of the Econfina Creek WMA, if approved.

Purchase Price. The purchase price negotiated by staff for the fee simple purchase of 39.28 acres +/- is \$212,376. The purchase price does not include closing costs.

The purchase of this property will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2021-22 budget for this acquisition.

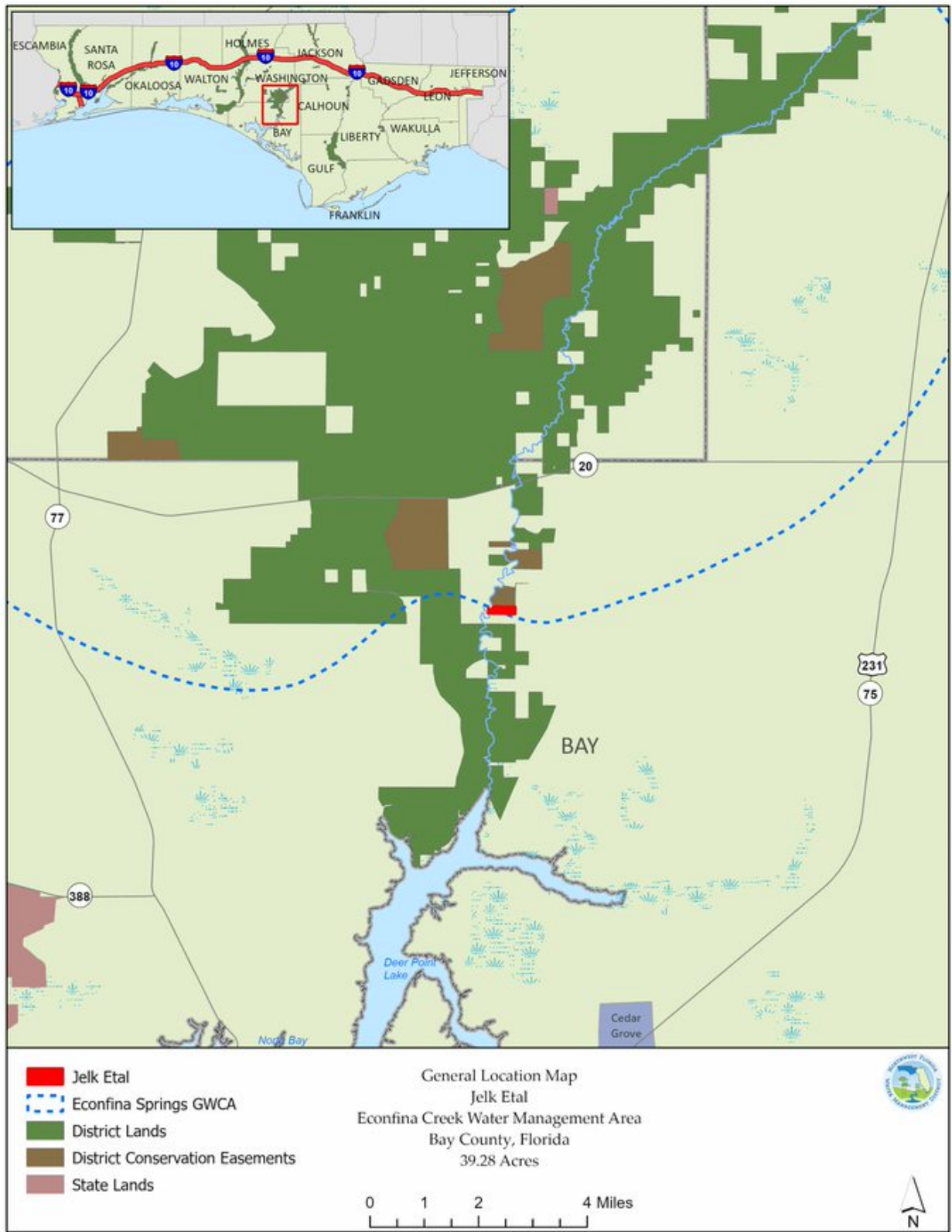
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$5,100.

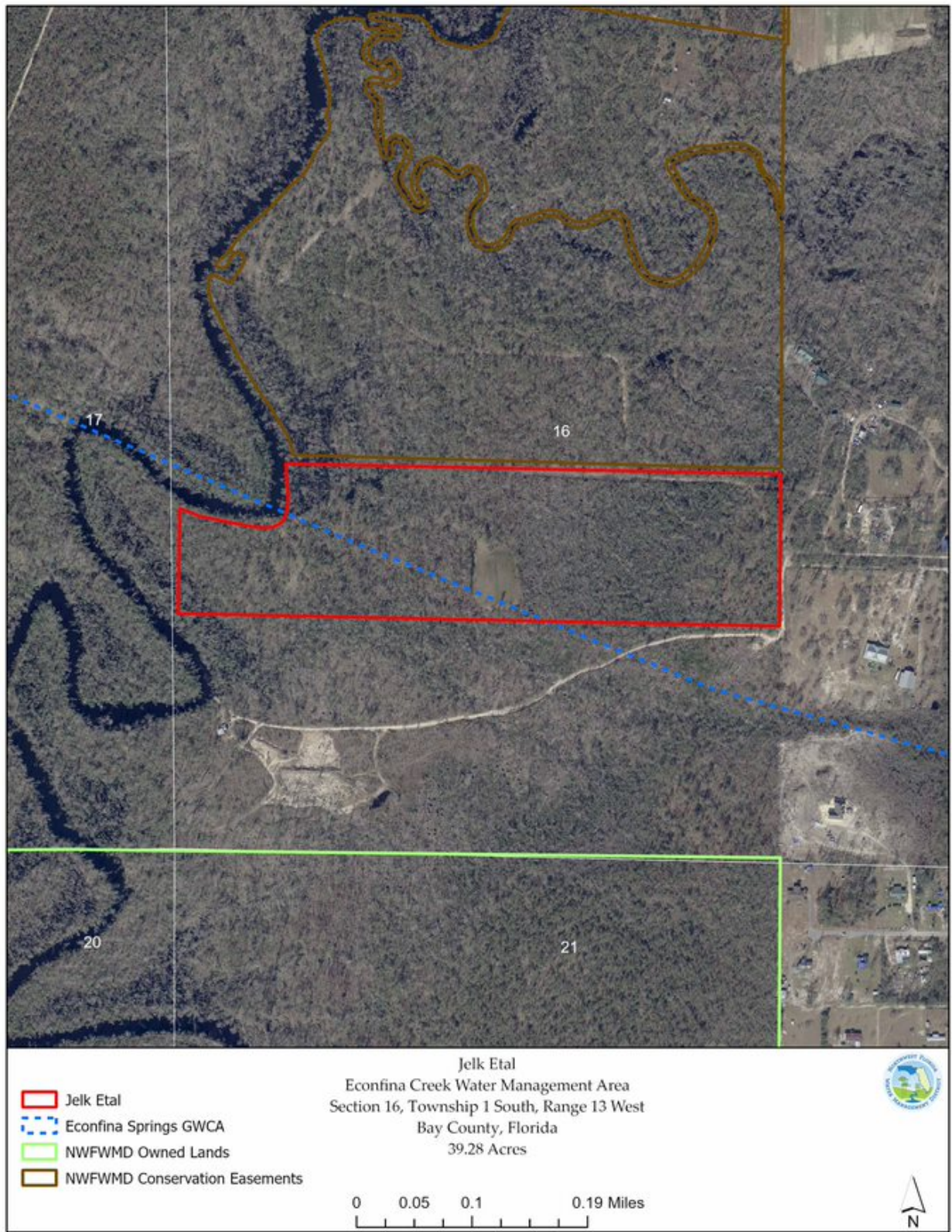
Survey. The District will hire WGI to prepare a boundary survey and delineate the ordinary high-water line, not to exceed \$18,600.

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$2,300.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$1,212 and the cost of document preparation and recording fees estimated at \$578. The seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

/cb





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____ day of _____, 2022, between **JOE B. HARBISON, JOHN ROBERT MIDDLEMAS and KAY YOUNG MIDDLEMAS, husband and wife, ALLEN N. JELKS, JR. and DEBORAH S. JELKS, husband and wife, and JULIE CANZONERI, as Personal Representative of the Estate of John Earn Pankhurst, deceased,** whose collective address is 50 Chisel Lane, Hendersonville, NC 28792, referred to herein collectively 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 all of Seller's right, title and interest, in fee simple, in that certain real property located in Bay County, Florida, more particularly described in **Exhibit A** hereto (the "Property"), in accordance with the terms and provisions of this Agreement. Except as otherwise stated herein, the subject property is being sold as-is, including in its Hurricane Michael damaged condition as it existed on May 20, 2021.

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a Warranty Deed, as set forth in **Exhibit B**, conveying title to the Property in fee simple, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, and existing road rights of way. The conveyance will include all of Seller's mineral rights, riparian rights, governmental approvals, fixtures, easements, rights-of-way, licenses, privileges, legal access, and all other appurtenances to the Property.

3. **Purchase Price.** The Purchase Price for the property (the "Purchase Price") will be Two Hundred Twelve Thousand Three Hundred Seventy-Six and 00/100 Dollars (\$212,376.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$5,406.721 per acre ("Acre Price") for an estimated 39.28 acres. The Purchase Price shall be adjusted and the final adjusted purchase price (the "Adjusted Purchase Price") shall be obtained by multiplying the lower of the Acre Price or the District-approved acre value by the acreage shown on the survey to be obtained under the provisions of paragraph 6 of this Agreement. The Acre Price set forth above shall not decrease unless the Acre Price is in excess of the District-approved acre value. The Seller acknowledges that the District-approved acre value and the amount of acreage depicted on the survey may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the survey determine that the total acreage of the Property is more than 39.28 acres or less than 39.28, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$5,406.721 by the acreage shown on the final survey; provided, however, that the Adjusted Purchase Price shall not exceed the District-approved value regardless of the final acreage determination, and that the District-

approved value is equal to or greater than the adjusted Purchase Price. Seller agrees to give Purchaser reasonable time (no more than 30 days after receipt of the final approved survey) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the Acre Price decreases below \$5,406.721, then Seller shall have the option to either terminate this Agreement or proceed to Closing at the reduced Acre Price. Seller shall notify Purchaser in writing of its decision within ten (10) days of Seller's receipt of notice of the reduced Acre Price.

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

6. **Survey.** Purchaser will obtain a current survey of the Property acceptable to Purchaser. 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, 2022, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 2:00 p.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, 2022. The closing date may be extended by notice from Purchaser for objections to title, survey, environmental audit, or any other documents required to be provided or completed and executed

by Seller. Closing is subject to the availability of funding from Northwest Florida Water Management District in the fiscal year of Closing.

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

9. INTENTIONALLY OMITTED

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 Deed shall be borne by Purchaser. Each party shall bear their own attorney fees.

The real estate taxes and assessments allocable to Seller's period of ownership of the Property during the tax year in which the Closing occurs will be satisfied of record by Seller at the Closing. In the event Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. In the event Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the County Tax Assessor an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector.

The Seller shall be responsible for the payment of any and all real estate commissions associated with the sale and purchase of the Property, and the Seller hereby indemnifies the Purchaser against any and all claims of real estate commissions.

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 May 20, 2021, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

Except for reasonable cutting designed to control forest infestation, during the term of this Agreement, Seller shall neither cut or remove nor permit the cutting or removal of any timber or trees which are included as part of the Property. If at any time prior to the Closing, the Property or any part thereof (including, but not limited to, any timber or trees which are included as part of the Property) is destroyed or damaged by fire or other casualty, then Purchaser, at its sole option, may elect either (a) to cancel this Agreement, whereupon neither party hereto shall have any further rights or obligations hereunder, or (b) to purchase the Property without a reduction in the Purchase Price and receive an assignment of any insurance proceeds received by Seller with respect to such casualty. Nothing contained herein shall prevent the parties from proceeding to close the purchase and sale of the Property hereunder with a reduction in the Purchase Price to take into account such damage or destruction if the parties are able to mutually agree upon the amount of such reduction in the Purchase Price.

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, except for damage to trees, the damaged Econfina Creek deck/dock structure and pole barns caused by Hurricane Michael as existed on May 20, 2021.

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, tenants at sufferance, trespassers or otherwise and there are no liens, leases, subleases, surface or subsurface use agreements, or items or encumbrances affecting the Property that will not be removed prior to Closing.

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

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

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

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

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

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

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

(k) The Property is substantially in the same condition as existed on May 20, 2021. Since May 20, 2021, 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.

(l) 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, including but not limited to the surveyor, 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: Joe B. Harbison
John Robert Middlemas
Kay Young Middlemas
Allen N. Jelks, Jr.
Deborah S. Jelks
Julie Canzoneri
50 Chisel Lane
Hendersonville, NC 28792

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties pertaining to its subject matter, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement will be binding unless executed in writing by the parties.

26. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until April 14, 2022.

27. 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: _____

JOE B. HARBISON

Date: _____

By: _____

George Roberts, Chair

Date: _____

By: _____

JOHN ROBERT MIDDLEMAS

Date: _____

By: _____

KAY YOUNG MIDDLEMAS

Date: _____

By: _____

ALLEN N. JELKS, JR.

Date: _____

By: _____

DEBORAH S. JELKS

Date: _____

By: _____

JULIE CANZONERI, *as Personal
Representative of the Estate of John
Earn Pankhurst*

Date: _____

EXHIBIT A

(Legal Description)

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST; THENCE S01°23'07"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4), 990 FEET TO THE POINT OF BEGINNING; THENCE S89°25'00"W, PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), 2150 FEET, MORE OR LESS, TO THE WATERS EDGE OF ECONFINA CREEK; THENCE WESTERLY, ALONG SAID WATERS EDGE, 640 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 16; THENCE S01°30'36"E, ALONG SAID SECTION LINE, 530 FEET, MORE OR LESS, TO THE WATERS EDGE OF ECONFINA CREEK; THENCE S40° 35'E, ALONG SAID WATERS EDGE, 220 FEET, MORE OR LESS, TO THE CENTERLINE OF AN INTERSECTING BRANCH; THENCE NORTHEASTERLY, ALONG SAID CENTERLINE, 500 FEET, MORE OR LESS, TO THE INTERSECTION OF A LINE WHICH IS PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) AND 660 FEET SOUTH OF THE POINT OF BEGINNING; THENCE N89°25'08"E, 2022.66 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4); THENCE N01° 23'07"W, 660 FEET TO THE POINT OF BEGINNING; AND A 25 FOOT EASEMENT ALONG AND LYING NORTH OF AND ADJACENT TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST RUNNING FROM SOUTHEAST CORNER 1320 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4); AND A 25 FOOT EASEMENT ALONG AND LYING WEST AND ADJACENT TO THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, SAID EASEMENT RUNNING NORTH FROM THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4), 220 FEET, MORE OR LESS, TO AN EXISTING GATE.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST IN THE EASEMENT AGREEMENTS RECORDED IN OFFICIAL RECORDS BOOK 4397, PAGE 1573 AND BOOK 4460, PAGE 108 DESCRIBED AS FOLLOWS:

AN EASEMENT LYING IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, SOUTH 01 DEGREES 38 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 989.79 FEET; THENCE CONTINUE

ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, SOUTH 01 DEGREES 40 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 353.70 FEET TO THE SOUTH BOUNDARY OF AN 25 FOOT WIDE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 653, PAGE 362 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE ALONG SAID SOUTH BOUNDARY, SOUTH 88 DEGREES 07 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 1315.51 FEET TO THE EAST BOUNDARY OF SAID 25 FOOT WIDE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 653, PAGE 362 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (ALSO BEING THE EAST BOUNDARY OF THE AFORESAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA); THENCE ALONG SAID EAST BOUNDARY, NORTH 01 DEGREES 30 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING (ALSO BEING THE NORTH BOUNDARY OF SAID 25 FOOT WIDE EASEMENT AND THE END OF SAID 25 FOOT WIDE EASEMENT); THENCE ALONG THE NORTH BOUNDARY OF SAID 25 FOOT WIDE EASEMENT, NORTH 88 DEGREES 07 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 25.00 FEET TO THE WEST BOUNDARY LINE OF SAID 25 FOOT WIDE EASEMENT (ALSO BEING THE EAST BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4319, PAGE 1259 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA); THENCE ALONG SAID EAST BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4319, PAGE 1259 (ALSO BEING 25.00 FEET WEST OF PARALLEL WITH THE AFORESAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA AND THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF SAID 25 FOOT WIDE EASEMENT), NORTH 01 DEGREES 30 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 41.13 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN DEED BOOK 260, PAGE 470 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (ALSO BEING 25.00 FEET NORTH AND PARALLEL TO THE NORTH BOUNDARY OF SAID 25 FOOT WIDE EASEMENT); THENCE ALONG SAID WESTERLY EXTENSION OF THE SOUTH BOUNDARY LINE, SOUTH 88 DEGREES 07 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 25.00 FEET TO SAID SOUTH BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN DEED BOOK 260, PAGE 470; THENCE ALONG SAID SOUTH BOUNDARY LINE, SOUTH 88 DEGREES 07 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 8.65 FEET TO THE WESTERLY MAINTAINED RIGHT-OF-WAY OF MASHBURN ROAD (RIGHT-OF-WAY WIDTH VARIES) AND TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 211.04 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC DISTANCE OF 31.74 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 37 MINUTES 00 SECONDS AND A CHORD OF SOUTH 36 DEGREES 04 MINUTES 45 SECONDS EAST, 31.71 FEET TO A POINT THAT IS 25.00 FEET SOUTH AND PARALLEL TO SAID SOUTH BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN DEED BOOK 260, PAGE 470; THENCE ALONG A LINE THAT IS 25.00 FEET SOUTH AND PARALLEL TO SAID SOUTH BOUNDARY LINE, NORTH 88 DEGREES 07 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 27.99 FEET TO THE AFORESAID EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE

SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY, SOUTH 01 DEGREES 30 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 16.13 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

(Warranty Deed)

Prepared by and return to:
J. Breck Brannen, Esquire
Pennington, P.A.
215 S. Monroe Street
Second Floor
Tallahassee, Florida 32301

WARRANTY DEED

THIS WARRANTY DEED is made as of the ____ day of _____, 2022 by and between **JOE B. HARBISON, JOHN ROBERT MIDDLEMAS and KAY YOUNG MIDDLEMAS, husband and wife, ALLEN N. JELKS, JR. and DEBORAH S. JELKS, husband and wife, and JULIE CANZONERI, as Personal Representative of the Estate of John Earn Pankhurst, deceased** (collectively, the “Grantors”), whose address is: 316 S. Bonita Avenue, Panama City, FL 32401, and the **Northwest Florida Water Management District** (the “Grantee”), whose address is: 81 Water Management Drive, Havana, Florida 32333.

W I T N E S S E T H :

That the Grantors, 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”):

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST; THENCE S01°23'07"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4), 990 FEET TO THE POINT OF BEGINNING; THENCE S89°25'00"W, PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), 2150 FEET, MORE OR LESS, TO THE WATERS EDGE OF ECONFINA CREEK; THENCE WESTERLY, ALONG SAID WATERS EDGE, 640 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 16; THENCE S01°30'36"E, ALONG SAID SECTION LINE, 530 FEET, MORE OR LESS, TO THE WATERS EDGE OF ECONFINA CREEK; THENCE S40° 35'E, ALONG SAID WATERS EDGE, 220 FEET, MORE OR LESS, TO THE CENTERLINE OF AN INTERSECTING BRANCH; THENCE NORTHEASTERLY, ALONG SAID CENTERLINE, 500 FEET, MORE OR LESS, TO THE INTERSECTION OF A LINE WHICH IS PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) AND 660 FEET SOUTH OF THE POINT OF BEGINNING; THENCE N89°25'08"E, 2022.66 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4); THENCE N01° 23'07"W, 660 FEET TO THE POINT OF BEGINNING; AND A 25 FOOT EASEMENT ALONG AND LYING NORTH OF AND ADJACENT TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST RUNNING FROM SOUTHEAST CORNER 1320 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4); AND A 25 FOOT EASEMENT ALONG AND LYING WEST AND

ADJACENT TO THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, SAID EASEMENT RUNNING NORTH FROM THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE1/4), 220 FEET, MORE OR LESS, TO AN EXISTING GATE.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST IN THE EASEMENT AGREEMENTS RECORDED IN OFFICIAL RECORDS BOOK 4397, PAGE 1573 AND BOOK 4460, PAGE 108 DESCRIBED AS FOLLOWS:

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COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, SOUTH 01 DEGREES 38 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 989.79 FEET; THENCE CONTINUE ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, SOUTH 01 DEGREES 40 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 353.70 FEET TO THE SOUTH BOUNDARY OF AN 25 FOOT WIDE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 653, PAGE 362 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE ALONG SAID SOUTH BOUNDARY, SOUTH 88 DEGREES 07 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 1315.51 FEET TO THE EAST BOUNDARY OF SAID 25 FOOT WIDE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 653, PAGE 362 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (ALSO BEING THE EAST BOUNDARY OF THE AFORESAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA); THENCE ALONG SAID EAST BOUNDARY, NORTH 01 DEGREES 30 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING (ALSO BEING THE NORTH BOUNDARY OF SAID 25 FOOT WIDE EASEMENT AND THE END OF SAID 25 FOOT WIDE EASEMENT); THENCE ALONG THE NORTH BOUNDARY OF SAID 25 FOOT WIDE EASEMENT, NORTH 88 DEGREES 07 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 25.00 FEET TO THE WEST BOUNDARY LINE OF SAID 25 FOOT WIDE EASEMENT (ALSO BEING THE EAST BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4319, PAGE 1259 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA); THENCE ALONG SAID EAST BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4319, PAGE 1259 (ALSO BEING 25.00 FEET WEST OF PARALLEL WITH THE AFORESAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA AND THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF SAID 25 FOOT WIDE EASEMENT), NORTH 01 DEGREES 30 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 41.13 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN DEED BOOK 260, PAGE 470 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (ALSO BEING 25.00 FEET NORTH AND PARALLEL TO THE NORTH BOUNDARY OF SAID 25 FOOT WIDE EASEMENT); THENCE ALONG SAID WESTERLY EXTENSION OF THE SOUTH BOUNDARY LINE, SOUTH 88 DEGREES 07 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 25.00 FEET TO SAID SOUTH BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN DEED BOOK 260, PAGE 470; THENCE ALONG SAID SOUTH BOUNDARY LINE, SOUTH 88 DEGREES 07 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 8.65 FEET TO THE WESTERLY MAINTAINED RIGHT-OF-WAY OF MASHBURN ROAD (RIGHT-OF-WAY WIDTH VARIES) AND

TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 211.04 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC DISTANCE OF 31.74 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 37 MINUTES 00 SECONDS AND A CHORD OF SOUTH 36 DEGREES 04 MINUTES 45 SECONDS EAST, 31.71 FEET TO A POINT THAT IS 25.00 FEET SOUTH AND PARALLEL TO SAID SOUTH BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN DEED BOOK 260, PAGE 470; THENCE ALONG A LINE THAT IS 25.00 FEET SOUTH AND PARALLEL TO SAID SOUTH BOUNDARY LINE, NORTH 88 DEGREES 07 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 27.99 FEET TO THE AFORESAID EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY, SOUTH 01 DEGREES 30 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 16.13 FEET TO THE POINT OF BEGINNING.

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

To have and to hold in fee simple forever.

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

This conveyance is SUBJECT TO (a) all matters, conditions, limitations, restrictions 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 2022 and subsequent years.

The Property is NOT the homestead of the Grantors.

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

Signed, sealed, and delivered
in the presence of:

GRANTORS:

By: _____

Joe B. Harbison

Print Name

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Joe B. Harbison. 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): _____

By: _____
John Robert Middlemas

Print Name

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by John Robert Middlemas. 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): _____

By: _____
Kay Young Middlemas

Print Name

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Kay Young Middlemas. 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): _____

By: _____
Allen N. Jelks, Jr.

Print Name

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Allen N. Jelks, 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): _____

By: _____
Deborah S. Jelks

Print Name

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Deborah S. Jelks. 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): _____

By: _____
Julie Canzoneri, *as Personal*
Representative of the Estate of John
Earn Pankhurst

Print Name

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Julie Canzoneri. 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 C

(Title, Possession and Non-Lien Affidavit)

TITLE, POSSESSION AND NON-LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared Joe B. Harbison, John Robert Middlemas, Kay Young Middlemas, Allen N. Jelks, Jr., Deborah S. Jelks, and Julie Canzoneri, referred to herein collectively as “Grantor”, who, being first duly sworn, depose and say that:

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

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 2022, 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 deed incident to which this Affidavit is given. The individuals executing this Affidavit and the deed incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.
14. The Property is in the same condition as existed on May 20, 2021. Since May 20, 2021, 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:

Joe B. Harbison: _____

John Robert Middlemas: _____

Kay Young Middlemas: _____

Allen N. Jelks, Jr.: _____

Deborah S. Jelks: _____

Julie Canzoneri, *as Personal*
Representative of the Estate of John
Earn Pankhurst: _____

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

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

{SIGNATURES ON FOLLOWING PAGE}

By: _____
Joe B. Harbison

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2022, by Joe B. Harbison.

Notary Public, State and County Aforesaid
My Commission Expires:

By: _____
John Robert Middlemas

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2022, by John Robert Middlemas.

Notary Public, State and County Aforesaid
My Commission Expires:

By: _____
Kay Young Middlemas

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2022, by Kay Young Middlemas.

Notary Public, State and County Aforesaid
My Commission Expires:

By: _____
Allen N. Jelks, Jr.

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2022, by Allen N. Jelks, Jr.

Notary Public, State and County Aforesaid
My Commission Expires:

By: _____
Deborah S. Jelks

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2022, by Deborah S. Jelks.

Notary Public, State and County Aforesaid
My Commission Expires:

By: _____
*Julie Canzoneri, as Personal
Representative of the Estate of John
Earn Pankhurst*

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2022, by Julie Canzoneri.

Notary Public, State and County Aforesaid
My Commission Expires:

EXHIBIT A

(Title, Possession and Non-Lien Affidavit Legal Description)

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST; THENCE S01°23'07"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4), 990 FEET TO THE POINT OF BEGINNING; THENCE S89°25'00"W, PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), 2150 FEET, MORE OR LESS, TO THE WATERS EDGE OF ECONFINA CREEK; THENCE WESTERLY, ALONG SAID WATERS EDGE, 640 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 16; THENCE S01°30'36"E, ALONG SAID SECTION LINE, 530 FEET, MORE OR LESS, TO THE WATERS EDGE OF ECONFINA CREEK; THENCE S40° 35'E, ALONG SAID WATERS EDGE, 220 FEET, MORE OR LESS, TO THE CENTERLINE OF AN INTERSECTING BRANCH; THENCE NORTHEASTERLY, ALONG SAID CENTERLINE, 500 FEET, MORE OR LESS, TO THE INTERSECTION OF A LINE WHICH IS PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) AND 660 FEET SOUTH OF THE POINT OF BEGINNING; THENCE N89°25'08"E, 2022.66 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4); THENCE N01° 23'07"W, 660 FEET TO THE POINT OF BEGINNING; AND A 25 FOOT EASEMENT ALONG AND LYING NORTH OF AND ADJACENT TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST RUNNING FROM SOUTHEAST CORNER 1320 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4); AND A 25 FOOT EASEMENT ALONG AND LYING WEST AND ADJACENT TO THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, SAID EASEMENT RUNNING NORTH FROM THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE1/4), 220 FEET, MORE OR LESS, TO AN EXISTING GATE.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST IN THE EASEMENT AGREEMENTS RECORDED IN OFFICIAL RECORDS BOOK 4397, PAGE 1573 AND BOOK 4460, PAGE 108 DESCRIBED AS FOLLOWS:

AN EASEMENT LYING IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, SOUTH 01 DEGREES 38

MINUTES 00 SECONDS WEST FOR A DISTANCE OF 989.79 FEET; THENCE CONTINUE ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, SOUTH 01 DEGREES 40 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 353.70 FEET TO THE SOUTH BOUNDARY OF AN 25 FOOT WIDE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 653, PAGE 362 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE ALONG SAID SOUTH BOUNDARY, SOUTH 88 DEGREES 07 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 1315.51 FEET TO THE EAST BOUNDARY OF SAID 25 FOOT WIDE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 653, PAGE 362 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (ALSO BEING THE EAST BOUNDARY OF THE AFORESAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA); THENCE ALONG SAID EAST BOUNDARY, NORTH 01 DEGREES 30 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING (ALSO BEING THE NORTH BOUNDARY OF SAID 25 FOOT WIDE EASEMENT AND THE END OF SAID 25 FOOT WIDE EASEMENT); THENCE ALONG THE NORTH BOUNDARY OF SAID 25 FOOT WIDE EASEMENT, NORTH 88 DEGREES 07 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 25.00 FEET TO THE WEST BOUNDARY LINE OF SAID 25 FOOT WIDE EASEMENT (ALSO BEING THE EAST BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4319, PAGE 1259 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA); THENCE ALONG SAID EAST BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4319, PAGE 1259 (ALSO BEING 25.00 FEET WEST OF PARALLEL WITH THE AFORESAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA AND THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF SAID 25 FOOT WIDE EASEMENT), NORTH 01 DEGREES 30 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 41.13 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN DEED BOOK 260, PAGE 470 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (ALSO BEING 25.00 FEET NORTH AND PARALLEL TO THE NORTH BOUNDARY OF SAID 25 FOOT WIDE EASEMENT); THENCE ALONG SAID WESTERLY EXTENSION OF THE SOUTH BOUNDARY LINE, SOUTH 88 DEGREES 07 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 25.00 FEET TO SAID SOUTH BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN DEED BOOK 260, PAGE 470; THENCE ALONG SAID SOUTH BOUNDARY LINE, SOUTH 88 DEGREES 07 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 8.65 FEET TO THE WESTERLY MAINTAINED RIGHT-OF-WAY OF MASHBURN ROAD (RIGHT-OF-WAY WIDTH VARIES) AND TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 211.04 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC DISTANCE OF 31.74 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 37 MINUTES 00 SECONDS AND A CHORD OF SOUTH 36 DEGREES 04 MINUTES 45 SECONDS EAST, 31.71 FEET TO A POINT THAT IS 25.00 FEET SOUTH AND PARALLEL TO SAID SOUTH BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN DEED BOOK 260, PAGE 470; THENCE ALONG A LINE THAT IS 25.00 FEET SOUTH AND PARALLEL TO SAID SOUTH BOUNDARY LINE, NORTH 88 DEGREES 07 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 27.99 FEET

TO THE AFORESAID EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY, SOUTH 01 DEGREES 30 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 16.13 FEET TO THE POINT OF BEGINNING.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: April 4, 2022

Northwest Florida Water Management District, Petitioner, vs. GHD Construction Services, Inc., Defendant, Walton County Circuit Court Case No. 21CA137

The District has filed and served a Petition for Enforcement against GHD Construction Services, Inc. (“GHD”), stemming from GHD’s violation of a Consent Order and of District statutes and rules. The District is seeking an injunction against GHD to require its compliance with the Consent Order and to cease violating statutes and rules. The District is also seeking the statutory monetary penalties associated with such violations.

GHD is the holder of an environmental resource permit known as a “10/2 Self-Certification” for the development and construction of residential units in DeFuniak Springs. In February 2020, the District determined that GHD was not complying with its permit and was violating District statutes and rules by adversely impacting wetlands. The District and GHD entered into a Consent Order in February 2020, whereby GHD agreed to pay a penalty and remediate the impacted wetlands. GHD eventually paid the penalty, but it never began the required remediation. After many failed attempts to motivate GHD to perform the required remediation, the District was forced to file the Petition for Enforcement in April 2021.

The District has served discovery requests upon GHD and responses have been received. The responses and documents have been reviewed and do not change the District’s analysis of the case. The deposition of GHD’s corporate representative was taken on January 26, 2022, and the testimony received does not change the District’s analysis of the case. A case management conference was held on February 22, 2022. The Court indicated that it would order mediation but it has not been set yet. The Court has set the trial for August 9, 2022.

We continue to litigate this case as expeditiously as possible and remain confident in our position.