

MAINTENANCE AGREEMENT

Between the

Board of County Commissioners of Santa Rosa County

and the

Northwest Florida Water Management District

This AGREEMENT is between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 Water Management Drive, Havana, Florida 32333-4712, hereinafter called "DISTRICT" and the BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA, 6495 Caroline St., Suite M, Milton, Florida 32570, hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, the DISTRICT is the owner in fee simple of certain lands located in Santa Rosa County, Florida, hereinafter called the "Property", said Property being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof;

WHEREAS, the DISTRICT is responsible for preserving and protecting the water resources of the Simpson and Escambia Rivers by preventing erosion and deterioration of water quality and for providing maintenance and management of recreational sites on the Property;

WHEREAS, the COUNTY desires to assist the DISTRICT in enhancing general public recreational opportunities along the Simpson and Escambia Rivers by undertaking

management, maintenance and erosion prevention responsibilities for boat ramps and recreation facilities on the Property as the parties may from time to time agree upon;

WHEREAS, on April 11, 1996 and July 29, 1996, the DISTRICT entered into Maintenance Agreements (the "1996 Agreements") under which the COUNTY agreed to provide labor and materials necessary to perform certain maintenance and modifications to boat ramps and recreation facilities, including erosion prevention responsibilities, on the Properties;

WHEREAS, the DISTRICT and COUNTY both now desire to terminate the 1996 Agreements, and hereby waive the 60 day written notice for termination as outlined in paragraphs 11 and 13 thereof; and

WHEREAS, the DISTRICT and the COUNTY now desire to enter into this Agreement superseding and replacing in the entirety the 1996 Agreements.

NOW THEREFORE, for and in consideration of the premises which are made a part of this Agreement and the mutual covenants, terms and conditions contained herein, the DISTRICT and the COUNTY agree as follows:

1. The DISTRICT agrees to make available to the COUNTY the Property shown in Exhibit "A", as well as means of ingress and egress across DISTRICT property, for use by the general public for general recreational purposes.
2. The COUNTY agrees to maintain boat ramps, parking areas and other recreational facilities, as appropriate, at each of the recreational sites as described in Exhibit "A".

3. The DISTRICT agrees to prepare for the COUNTY detailed site plans for each recreational site as described in Exhibit "A" that, at a minimum, addresses stormwater management and erosion abatement, along with possible expansion of parking facilities.

4. The COUNTY agrees to provide labor and equipment for the installation, maintenance and repair of the improvements to be located on the Property, including boat ramps, parking areas, and other recreational facilities that might be agreed to by both parties. Such responsibility shall include, but not be limited to, structural modifications for stormwater management as directed by the DISTRICT in its discretion; construction, maintenance and repair of boat ramps and access routes to the Property; maintenance of parking areas adjacent to recreation areas; general ground maintenance including litter pick up and removal; and the provision for such law enforcement services as are usual and customary in order to allow the safe and orderly public utilization of the Property.

5. The DISTRICT and COUNTY agree to separately and/or jointly seek supplementary funding from available sources for said stormwater management, erosion prevention, maintenance and repair on the property.

6. Subject to mutual written agreement and to the availability of necessary funds, the COUNTY and DISTRICT shall provide other ancillary facilities such as, but not limited to, picnic and recreational facilities, as may be deemed necessary or desirable by the COUNTY and DISTRICT. Upon completion of such other ancillary facilities, if any, COUNTY agrees to assume maintenance responsibility for same.

7. The COUNTY shall keep the Property and facilities maintained in accordance with all applicable Federal, State and local health and safety standards and

kept in good repair to prevent undue deterioration, provide for safe public use and prevent water quality degradation of the Simpson and Escambia Rivers.

8. The DISTRICT and COUNTY covenant that they have full legal authority to enter into this Agreement and to develop, operate and maintain the Property, facilities and improvements in accordance with the terms of this Agreement.

9. The COUNTY expressly understands and agrees that the Property and surrounding land, in addition to being a component of the Property, is also managed and operated as part of a Wildlife Management Area by the Florida Fish and Wildlife Conservation Commission, and all regulations and rules for management and operation of the Property and facilities shall be in conformance with the rules and regulations, as may from time to time be amended, for operation and management of the Wildlife Management Area.

10. The DISTRICT reserves the right to prohibit or restrict access hours to facilities on the Property during periods of potential drought, flooding, fire hazard or other potential harm or disaster to said Property.

11. The DISTRICT and COUNTY shall each furnish a contact person who shall be responsible for coordination and resolution of problems arising from this Maintenance Agreement.

The DISTRICT contact person shall be:

<u>William O. "Bill" Cleckley</u>	<u>Director, Land Mgmt. and Acq.</u>	<u>(850) 539-5999</u>
(NAME)	(TITLE)	(PHONE NO.)

<u>81 Water Management Drive, Havana, Florida 32333-4712</u>
(ADDRESS)

The COUNTY contact person shall be:

Stephen Furman	Public Works Director	(850) 626-0191
(NAME)	(TITLE)	(PHONE NO.)
<hr/>		
6075 Old Bagdad Highway, Milton, Florida 32583		
(ADDRESS)		

These contact persons or their representatives shall periodically jointly inspect the Property and, by mutual agreement, create work plans outlining needed development, maintenance and repair and improvement activities.

12. This Agreement is effective on March 25, 2016 and shall remain in effect for a period of twenty (20) years from the date hereof, though it may be extended by written agreement between the parties.

13. This Agreement may be terminated by the COUNTY or the DISTRICT upon thirty (30) days written notice to the other. In the event of such termination, the obligations of the parties hereunder shall cease, and the Property and all improvements located on the Property shall revert to the exclusive control of the DISTRICT.

14. This Agreement contains the complete agreement between the DISTRICT and the COUNTY and, as of the effective date hereof, shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. The parties may mutually agree at any time by written instrument to amend this Agreement or renew this Agreement.

15. The Commission understands and shall comply with Section 20.055(5), Florida Statutes, which states: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the

inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers and agents.

**DISTRICT:
GOVERNING BOARD OF THE
NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

**COUNTY:
BOARD OF COMMISSIONERS
SANTA ROSA COUNTY**

By: _____
George Roberts, Chair

By: _____
Lane Lynchard, Chairman

Exhibit "A"

The following lands in Santa Rosa County are included in this Maintenance Agreement:

Quintette Landing: An approximate five-acre recreational site and boat ramp on the east bank of Escambia River immediately south of State Road 184, in Section 20, Township 2 North, Range 30 West.

Webb Landing: An approximate three-acre recreational site and boat ramp on the east bank of Escambia River in Section 35, Township 3 North, Range 30 West.

Keyser Landing: An approximate two-acre recreational site and boat ramp on the East bank of Escambia River in Section 32, Township 3 North, Range 30 West.

William's Lake: An approximate five-acre recreational site and boat ramp on the south bank of an arm of the Escambia River in Section 7, Township 4 North, Range 30 West.

Simpson River Recreation Area: An approximate 1.2-acre recreational site and fishing pier on the north bank of the Simpson River distributary of the Escambia River in Section 19, Township 1 North, Range 29 West.

Along with any recreational and/or boat ramp sites subsequently acquired or identified by the District and mutually agreed to by the County and District.

MAINTENANCE AGREEMENT

Between the

Board of County Commissioners of Santa Rosa County

and the

Northwest Florida Water Management District

THIS AGREEMENT is entered into this 11 day of April, 1996, between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, Route 1, Box 3100, Havana, Florida 32333-9700, hereinafter called "DISTRICT," and the BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, 6865 Caroline Street, Milton, Florida 32570, hereinafter called "COUNTY."

WITNESSETH:

WHEREAS, the DISTRICT is the owner in fee simple of certain lands located in Santa Rosa County, Florida, hereinafter called the "Property," said Property being more particularly shown in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, the DISTRICT is responsible for preserving and protecting the water resources of the Escambia River by preventing erosion and deterioration of water quality and for providing maintenance and management of recreation sites on the Property; and

WHEREAS, the COUNTY desires to participate with the DISTRICT in enhancing general public recreational opportunities along the Escambia River by undertaking management, maintenance and erosion prevention responsibilities for the boatramps, parking facilities and such other recreation facilities on the property as the parties may from time to time agree upon.

NOW, THEREFORE, for and in consideration of the premises which are made a part of this Agreement and the mutual covenants, terms and conditions contained herein, the DISTRICT and the COUNTY agree as follows:

1. The DISTRICT agrees to make available the Property shown in Exhibit "A" for the term of this Agreement as recreation areas for use by the general public for boating, fishing and general recreational purposes as well as means of ingress and egress across District property to the various boat landings.
2. The COUNTY agrees to maintain the boatramps and parking facilities at each of the boat landing sites.

3. The DISTRICT agrees to prepare for the COUNTY detailed site plans for each boat landing that at a minimum addresses stormwater management and erosion abatement along with possible expansion of parking facilities.

4. The COUNTY agrees to provide labor, materials and equipment for the installation, maintenance and repair of the improvements to be located on the Property, including the boatramp, parking area, and other recreational facilities that might be agreed to by both parties. Such responsibility shall include, but not be limited to, structural modifications for stormwater management, maintenance and repair of the boatramp and access route to the Property, maintenance of a parking area adjacent to the boatramp, general grounds maintenance including litter pick up and removal, and the provision for such law enforcement services as are usual and customary in order to allow the safe and orderly public utilization of the Property.

5. The District and County agree to separately and/or jointly seek supplementary funding from available sources for said stormwater management, erosion prevention, maintenance and repair on the Property.

6. Subject to mutual written agreement and to the availability of necessary funds, the COUNTY and DISTRICT shall provide other ancillary facilities such as, but not limited to, picnic and recreational facilities, as may be deemed necessary or desirable by the COUNTY and DISTRICT. Upon completion of such other ancillary facilities, if any, COUNTY agrees to assume maintenance responsibility for same.

7. The COUNTY shall keep the Property and facilities maintained in accordance with all applicable Federal, State and local health and safety standards and kept in good repair to prevent undue deterioration, provide for safe public use and prevent water quality degradation of the Escambia River and its tributaries.

8. The DISTRICT and COUNTY covenant that they have full legal authority to enter into this Agreement and to develop, operate and maintain the Property, facilities and improvements in accordance with the terms of this Agreement.

9. The COUNTY expressly understands and agrees that the Property and surrounding land, in addition to being a component of the Project, is also managed and operated as part of the Lower Escambia River Type II Wildlife Management Area by the FLORIDA GAME AND FRESH WATER FISH COMMISSION, and all regulations and rules for management and operation of the Property and facilities shall be in conformance with the rules and regulations, as

may from time to time be amended, for operation and management of the Type II Wildlife Management Area.

10. The DISTRICT reserves the right to prohibit or restrict access hours to boat launching facilities on the Property during periods of potential drought, flooding, fire hazard or other potential harm or disaster to said Property.

11. The DISTRICT and COUNTY shall each furnish a contact person who shall be responsible for coordination and resolution of problems arising from this Management Agreement. The DISTRICT contact person shall be:

<u>George Fisher</u>	<u>Senior Planner</u>	<u>(904) 539-5999</u>
(Name)	(Title)	(Phone Number)

Northwest Florida Water Management District, Rt 1, Box 3100, Havana, FL 32333-9700
(Address)

The contact person for the COUNTY shall be:

<u>John F. Rowell</u>	<u>Road and Bridge Director</u>	<u>(904) 626-0191</u>
(Name)	(Title)	(Phone Number)

1095 Old Bagdad Highway, Milton, Florida 32583
(Address)

These contact persons or their representatives annually shall jointly inspect the Property and, by mutual agreement, create an annual work plan outlining the development and maintenance activities planned for the following year.

12. This Agreement is effective upon execution and shall remain in effect for a period of twenty (20) years from the date hereof, though it may be extended by written agreement between the parties.

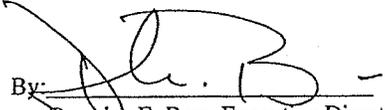
13. This Agreement may be terminated by the COUNTY or the DISTRICT upon sixty (60) days written notice to the other. In the event of such termination, the obligations of the parties hereunder shall cease, and the Property and all improvements located on the Property shall revert to the exclusive control of the DISTRICT.

14. This Agreement contains the complete agreement between the DISTRICT and the COUNTY and, as of the effective date hereof, shall supersede all other relevant agreements between the parties with respect to the Property; provided, however, the parties may mutually

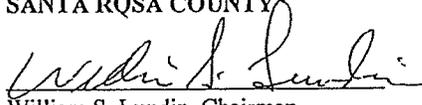
agree at any time by written instrument to make changes within the general scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers and agents. Approved by the Board of County Commissioners on January 11, 1996.

DISTRICT:
NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: 
Douglas E. Barr, Executive Director

COUNTY:
BOARD OF COUNTY
COMMISSIONERS OF
SANTA ROSA COUNTY


William S. Lundin, Chairman

ATTEST:

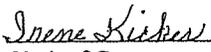
 Deputy Clerk
Clerk of Court

Exhibit "A"

The following lands in Santa Rosa County are included in this Maintenance Agreement:

Quintette Landing: An approximately 5-acre recreational site and boat ramp on the east bank of the Escambia River immediately south of state road 184, in Section 20, Township 2 North, Range 30 West.

Webb Landing: An approximately 3-acre recreational site and boat ramp on the east bank of the Escambia River in Section 35, Township 3 North, Range 30 West.

William's Lake: An approximately 5-acre recreational area and boat ramp located on the south bank of an arm of the Escambia River in Section 7, Township 4 North, Range 30 West.

Along with any recreational and/or boat ramp sites subsequently acquired or identified by the District and mutually agreed to by the County and District.

MAINTENANCE AGREEMENT

for the

SIMPSON RIVER RECREATION AREA

Between the

Board of County Commissioners of Santa Rosa County

and the

Northwest Florida Water Management District

THIS AGREEMENT is entered into this 29th day of July, 1996, between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, Route 1, Box 3100, Havana, Florida 32333-9700, hereinafter called "DISTRICT," and the BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, 6865 Caroline Street, S. E., Milton, Florida 32570-4978, hereinafter called "COUNTY."

WITNESSETH:

WHEREAS, the DISTRICT is the owner in fee simple of certain lands located on the north bank of the Simpson River tributary of the Escambia River in Santa Rosa County, Florida, hereinafter called the "Property," said Property being more particularly shown in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, the DISTRICT is responsible for preserving and protecting the water resources of the Simpson and Escambia Rivers by preventing erosion and deterioration of water quality and providing for maintenance and management of the Property; and

WHEREAS, the COUNTY desires to participate with the DISTRICT in enhancing general public recreational opportunities by undertaking management, maintenance and erosion prevention responsibilities for the parking facilities and such other recreation facilities on the property as the parties may from time to time agree.

NOW, THEREFORE, for and in consideration of the premises which are made a part of this Agreement and the mutual covenants, terms and conditions contained herein, the DISTRICT and the COUNTY agree as follows:

1. The DISTRICT agrees to make available to the County the Property shown in Exhibit "A" for the term of this Agreement as a recreation area for use by the general public for picnicing, bank and/or pier fishing and other recreational purposes.
2. The District will provide labor and materials to establish a perimeter border of native wetland trees for the Property.

3. The COUNTY agrees to provide labor, materials and equipment for the installation, maintenance and repair of any improvements to be located on the Property. Such responsibility shall at a minimum include, but not be limited to, structural modifications for stormwater management required by the District, maintenance and repair of the access ramp to the Property, establishment and maintenance of a parking area, general grounds maintenance including litter pick up and removal, and the provision for such law enforcement services as are usual and customary in order to allow the safe and orderly public utilization of the Property.

4. Subject to mutual written agreement and to the availability of necessary funds, the COUNTY shall provide ancillary facilities such as, but not limited to, a fishing pier and picnic area and other passive recreational facilities as may be deemed necessary or desirable by the COUNTY and DISTRICT. Upon completion of such other ancillary facilities, if any, COUNTY agrees to assume maintenance responsibility for same. All improvements and/or facilities shall be constructed to be handicapped accessible.

5. The COUNTY shall keep the Property and facilities maintained in accordance with all applicable Federal, State and local health and safety standards and kept in good repair to prevent undue deterioration, provide for safe public use and prevent water quality degradation of the Escambia and Simpson Rivers.

6. The DISTRICT and COUNTY covenant that they have full legal authority to enter into this Agreement and to develop, operate and maintain the Property, facilities and improvements in accordance with the terms of this Agreement.

7. The COUNTY expressly understands and agrees that the Property and surrounding land, in addition to being a component of the Project, is also managed and operated as part of the Lower Escambia River Type II Wildlife Management Area by the FLORIDA GAME AND FRESH WATER FISH COMMISSION, and all regulations and rules for management and operation of the Property and facilities shall be in conformance with the rules and regulations, as may from time to time be amended, for operation and management of the Type II Wildlife Management Area.

8. The DISTRICT reserves the right to prohibit or restrict access hours to the Property during periods of potential drought, flooding, fire hazard or other potential harm or disaster to said Property. No camping or other overnight use of the Property will be allowed.

9. The DISTRICT and COUNTY shall each furnish a contact person who shall be responsible for coordination and resolution of problems arising from this Management Agreement. The DISTRICT contact person shall be:

<u>George Fisher</u>	<u>Senior Planner</u>	<u>(904) 539-5999</u>
(Name)	(Title)	(Phone Number)

Northwest Florida Water Management District, Rt 1, Box 3100, Havana, FL 32333-9700
(Address)

The contact person for the COUNTY shall be:

<u>John F. Rowell</u>	<u>Road and Bridge Director</u>	<u>(904) 626-0191</u>
(Name)	(Title)	(Phone Number)

1095 Old Bagdad Highway, Milton, Florida 32583
(Address)

These contact persons or their representatives annually shall jointly inspect the Property and, by mutual agreement, create an annual work plan outlining the development and maintenance activities planned for the following year.

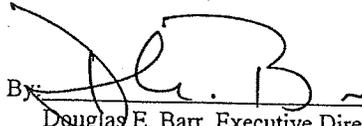
10. This Agreement is effective upon execution and shall remain in effect for a period of twenty (20) years from the date hereof, though it may be extended by written agreement between the parties.

11. This Agreement may be terminated by the COUNTY or the DISTRICT upon sixty (60) days written notice to the other. In the event of such termination, the obligations of the parties hereunder shall cease, and the Property and all improvements located on the Property shall revert to the exclusive control of the DISTRICT.

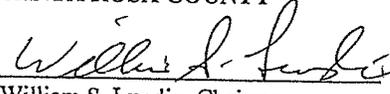
12. This Agreement contains the complete agreement between the DISTRICT and the COUNTY and, as of the effective date hereof, shall supersede all other relevant agreements between the parties with respect to the Property; provided, however, the parties may mutually agree at any time by written instrument to make changes within the general scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers and agents.

DISTRICT:
NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: 
Douglas E. Barr, Executive Director

COUNTY:
BOARD OF COUNTY
COMMISSIONERS OF
SANTA ROSA COUNTY


William S. Lundin, Chairman

ATTEST:

, Deputy Clerk
Clerk of Court

Exhibit "A"

Commence at the point of intersection of the South-westerly right of way line of State Road No. 197-A (Woodbine Road - 100' R/W) and the Westerly right of way line of State Road No. 10 (Highway 90 - 200' R/W); thence go South 22° 44' 00" West along the Westerly right of way line of said State Road No. 10 a distance of 5008.96 feet to the point of intersection of said Westerly right of way line and the approximate safe upland line, said point of intersection being the point of beginning; thence continue South 22° 44' 00" West along the aforesaid Westerly right of way line a distance of 221.15 feet to the point of intersection of the aforesaid Westerly right of way line and the aforesaid safe upland line; thence departing said Westerly right of way line go North 27° 19' 00" West along the aforesaid upland line a distance of 86.50 feet; thence go North 01° 43' 47" East along the aforesaid upland line a distance of 7.57 feet; thence go North 24° 45' 50" West along the aforesaid upland line a distance of 38.37 feet; thence go North 17° 51' 23" West along the aforesaid upland line a distance of 51.31 feet; thence go North 27° 48' 09" West along the aforesaid upland line a distance of 115.48 feet; thence go South 83° 43' 18" East along the aforesaid upland line a distance of 115.19 feet; thence go South 60° 48' 42" East along the aforesaid upland line a distance of 110.08 feet to the point of beginning.

The above described parcel of land is situated in Section 21, Township 1 North, Range 29 West, Santa Rosa County, Florida and contains 0.61 acres.