

MITIGATION RESERVATION AND SALES AGREEMENT

This **MITIGATION SALES AGREEMENT** (the “Contract”) is hereby entered into by and between **GREATER TAMPA BAY AREA COUNCIL, INC., BOY SCOUTS OF AMERICA**, (hereinafter “Seller”), with principal offices at 13228 N. Central Ave., Tampa, FL 33612, and **POLK REGIONAL WATER COOPERATIVE** (hereinafter “Purchaser”) with principal offices at 330 West Church Street, Bartow, FL 33831.

WITNESSETH:

WHEREAS, the Seller owns a mitigation project located in Polk County, Florida known as the Ancient Islands Conservation Bank (hereinafter referred to as the “Bank”), USFWS # 04EF2000-2016-F-0505; and

WHEREAS, the Bank has skink conservation credits (hereinafter “Credits”) available for reservation and sale for impacts regulated by the U.S. Fish and Wildlife Service (hereinafter “USFWS”) and/or the Florida Fish and Wildlife Conservation Commission (hereinafter “FFWCC”); and

WHEREAS, the Purchaser desires to use such Credits to offset impacts associated with the **SOUTHWEST WELLFIELD PHASE 2** project; and

WHEREAS, as part of the Purchaser’s approval process involving the USFWS for the **SOUTHEAST WELLFIELD PHASE 2** project, the Purchaser will have to mitigate for impacts to sand and/or blue tail mole skinks in the amount of **FIFTEEN AND FORTY-NINE HUNDRETHS (15.49)** conservation Credits; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

SECTION 1. PURCHASE, SALE AND RESERVATION AGREEMENT

Purchaser agrees to purchase, subject to the contingencies set forth herein, and Seller agrees to sell **15.49** Credits (the “Purchased Credits”). Seller shall reserve the Purchased Credits for sale to the Purchaser at the Purchase Price for the Reservation Term.

SECTION 2. PURCHASE PRICE/DEPOSIT

The total purchase price (the “Purchase Price”), for the Purchased Credits shall be based on **Twenty Thousand** Dollars and No Cents (**\$20,000.00**) per credit and is **Three Hundred Nine Thousand Eight Hundred** Dollars and No Cents (**\$309,800.00**). Purchaser shall pay Nine Thousand Eight Hundred Dollars and No Cents (\$9,800.00) for

the purchase of 0.49 Credits within 30 days of the Effective Date (as that term is defined hereinbelow). The deposit for the remaining 15 Credits (the "Reserved Credits") shall be equal to thirty percent (30%) of the remaining Purchase Price or **Ninety Thousand** Dollars and No Cents (**\$90,000.00**) (the "Deposit"). The Deposit is non-refundable and is applied to the Purchase Price. The Purchase Price and the Deposit shall be payable to Seller by check or wire transfer. The Deposit shall be payable to the Seller within 30 days from the Effective Date.

SECTION 3. RESERVATION/OPTION TERM

The Reservation Term (the "Reservation Term") of this Contract shall commence upon the Effective Date and shall expire three hundred sixty-five (365) days from the Effective Date.

SECTION 4. COVENANTS OF SELLER

Seller covenants and agrees that it shall comply with all conditions and continuing requirements as set forth in the management plan reviewed by the USFWS and included as part of the Ancient Islands Conservation Bank Permit (#04EF2000-2016-F-0505). Responsibility for the compliance as to mitigation on the Bank site shall solely be the responsibility of the Seller or its agent. The provisions of this paragraph shall survive the closing hereunder.

SECTION 5. PAYMENT AND FINAL TRANSFER OF PURCHASED CREDITS

Within Five (5) days of receipt of the Purchase Price and amendment of Biological Opinion 2022-0017780 dated January 10, 2023, Seller shall provide to Purchaser documentation as required by the USFWS to effectuate the transfer of Purchased Credits, as applicable. Such documentation consists of a Final Transfer of Credits Letter from Seller to the USFWS and a certified copy of the Seller's credit ledger identifying the Purchaser's credit deduction, and Seller obtaining confirmation of such transfer from USFWS and satisfaction of Purchaser's permit responsibility.

SECTION 6. NOTICE

Wherever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith.

IF TO SELLER:

Greater Tampa Bay Area Council, Inc., Boy Scouts
of America

Attn: Mike Butler
13228 N. Central Ave.
Tampa, FL 33612
(813) 872-8691
Mike.Butler@scouting.org

With a copy to:

EcoCredit Marketing, LLC ("Broker")
Attn: Kae Hovater
614 East Highway 50, #254
Clermont, Florida 34711
(352) 874-7370
kae@ecocreditmarketing.com

IF TO PURCHASER:

Polk County Regional Water Cooperative
Attn: Eric DeHaven
300 West Church Street
Bartow, FL 33831
ericdehaven@prwcwater.org

With a copy to:

Carollo
Attn: Mary Thomas
200 East Robinson St., Suite 1400
Orlando, FL 32801
mthomas@carollo.com

SECTION 7. CONTRACT CONTINGENCY

In the event that the Purchaser does not proceed with the Project, the Purchaser shall be able to cancel this contract to include the Purchase Price less the Deposit by providing a written notice to Seller within the Term.

SECTION 8. MISCELLANEOUS

- (d) This Contract shall be construed and interpreted under the laws of the State of Florida.
- (b) All rights, powers, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.
- (c) The failure of either the Purchaser or the Seller to exercise any power given to either of them hereunder or to insist upon strict compliance by the other party with its obligations hereunder shall not constitute a waiver of the right of either Purchaser or Seller to demand exact compliance by the other with the terms hereof, nor shall any custom or practice of the parties' variance with the terms hereof constitute a waiver of either party's right to demand compliance with the terms hereof.

(d) This Contract contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not in writing signed by the parties shall be of any force or effect.

(e) This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. The terms, conditions, and provisions of this Contract shall survive the Closing.

(f) Time is of the essence with respect to this Contract.

(g) No amendment to this Contract shall be binding on any of the parties to this Contract unless such amendment is in writing and is executed by all of the parties hereto.

(h) Seller and Purchaser each represents and warrants to the other that they have the corporate power and authority to execute and perform this Contract, that all necessary consents and approvals from the board of directors or others have been obtained, that the parties executing this Contract on their behalf have been duly authorized to do so, and that this Contract is binding upon each party in accordance with the terms hereof.

(i) This Contract may be executed in any number of counterparts, each of which shall be considered an original, but such counterparts together shall constitute one and the same instrument. The signature pages may be detached from one counterpart and reattached to another counterpart in order to form a fully executed original instrument. Signatures to this Contract transmitted by facsimile or electronic mail will be valid and effective to bind the party so signing.

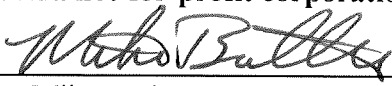
SECTION 9. EFFECTIVE DATE

For the purposes of this Contract, the “Effective Date” shall mean the date of the signature of the last party to sign this Contract.

SELLER:

**Greater Tampa Bay Area Council, Inc., Boy Scouts of
America,**

A Florida not-for-profit corporation:

By: 
Mike Butler, Executive Director

Date: 4/30/25

PURCHASER::

POLK REGIONAL WATER
COOPERATIVE
SOUTHEAST WELLFIELD
PROJECT BOARD

Secretary/Treasurer

By: _____
Chairman/Vice-Chairman

Print Name

Print Name

Date: _____

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS

Legal Counsel

Print Name