

WETLAND MITIGATION CREDIT RESERVATION AND SALE AGREEMENT

THIS WETLAND MITIGATION CREDIT RESERVATION AND SALE AGREEMENT (hereinafter referred to as this “Agreement”), is by and between **HOLLAND PROPERTIES, INC.** (hereinafter referred to as “Seller”), and **SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as “Purchaser”).

WITNESSETH:

WHEREAS, Seller owns a mitigation project located in Orange County, Florida known as the TM-Econ Mitigation Bank (hereinafter referred to as the “Bank”),

WHEREAS, the Bank is permitted by the St. Johns River Water Management District (hereinafter referred to as “SJRWMD”) under SJRWMD Permit No. 4-095-84310-7 (hereinafter referred to as the “District Permit”) and has wetland mitigation credits available for reservation and sale and the US Army Corps of Engineers (hereinafter referred to as the “Corps”) under Corps Permit No. SAJ-2001-07089 (hereinafter referred to as the “Corps Permit”) and has wetland mitigation credits available for reservation and sale;

WHEREAS, Purchaser is undertaking the development and/or construction of the project known as **SLAVIA ROAD CAPACITY IMPROVEMENTS RED BUG LAKE ROAD TO SR 426** (hereinafter referred to as the “Project”) and in connection therewith has applied for certain permit from the Corps **SAJ-2024-01191** (hereinafter referred to as the “Permit”);

WHEREAS, as part of the approval process for such permit from the Corps, it is anticipated that Purchaser will be required to purchase wetland mitigation credits to satisfy the conditions for issuance of the Permit; and

WHEREAS, Purchaser desires to purchase from Seller **Fifty-Two Hundredths (0.52)** Corps WRAP General Wetland credits (hereinafter referred as “Credits”) from the Bank, and Seller has agreed to sell to Purchaser such wetland mitigation credits, on the terms and conditions hereinafter set forth.

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. AGREEMENT TO RESERVE AND PURCHASE CREDITS

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Corps Credits from the Bank.

SECTION 2. PURCHASE PRICE AND METHOD OF PAYMENT

The purchase price (hereinafter referred to as the “Purchase Price”) for the Credits shall be **Seven Thousand Eight Hundred** Dollars and no cents (**\$7,800.00**). The Purchase Price is based on the following per whole credit price:

Fifteen Thousand Dollars and no cents (**\$15,000.00**) for each Corps WRAP General Wetland credit.

The Purchase Price shall be paid by Purchaser to Seller as follows:

(a) Cash Due at Closing. The balance of the total Purchase Price shall be paid by Purchaser to Seller at the Closing (as defined in Section 4) in U.S. cash, check or by a completed bank wire transfer of immediately available funds to an account designated by Seller. In the event of payment by check, the completion of the Closing will be delayed, and the closing documents shall be retained and held by Seller, until the clearance of funds.

SECTION 3. COVENANTS OF SELLER

Seller covenants and agrees that it shall comply with all conditions and continuing requirements as set forth in the management plan for the Bank approved by the Corps. Responsibility for the compliance as to mitigation for the Bank site shall solely be the responsibility of Seller. The provisions of this section shall survive the Closing.

SECTION 4. CLOSING

Purchaser shall remit the Purchase Price to Seller within thirty (30) days of the execution of this Agreement or no later than August 31, 2026. Upon receipt of Purchaser's Project Permit and Purchase Price, Seller shall provide to Purchaser documentation as required by the Corps to effectuate the transfer of Credits to Purchaser's Project Permit.

SECTION 5. 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: Holland Properties, Inc.
Attn: RM Holland
P.O. Box 620456
Orlando, FL 32862-0456
Rmhpi5164@gmail.com

With a copy to: EcoCredit Marketing
Attn: Kae Hovater
614 East Highway 50, #254
Clermont, Florida 34711
kae@ecocreditmarketing.com

IF TO PURCHASER: Seminole County Public Works Department
100 E. First Street
Sanford, FL 32771

With a copy to:

Dewberry
Attn: Nicole Gough
800 North Magnolia Ave., Suite 1000
Orlando, FL 32803-3251
NGough@Dewberry.com

SECTION 6. TERMINATION

(a) If Buyer fails to make payment in accordance with this Agreement, this Agreement automatically terminates with no penalty to Buyer.

(b) Buyer may terminate this Agreement at any time upon giving thirty (30) calendar days' written notice to Seller, or another timeframe mutually agreed upon by the Parties. If Buyer elects to terminate this Agreement and Buyer has paid the Purchase Price to Seller, Seller agrees to refund the Purchase Price paid by Buyer within thirty (30) calendar days by check or wire transfer.

SECTION 7. INDEMNIFICATION

Each Party to this Agreement, its board, officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other Party, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. For the avoidance of doubt, if the Buyer elects to terminate, there shall be no liability upon the Buyer, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. This provision is not to be construed as a waiver by Buyer of its sovereign immunity. The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to either Party any remedy or defense available to the Parties under the laws of the State of Florida.

SECTION 8. STATUTORY ATTESTATION

As required by section 787.06, Florida Statutes, Seller, as a nongovernmental entity contracting with a governmental entity, shall execute an attestation confirming that it does not use coercion for its labor and services, in the form attached as Exhibit A, which shall be incorporated into this Agreement.

SECTION 9. MISCELLANEOUS

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile or electronically transmitted copies of this Agreement and the signatures thereon shall have the same force and effect as if the same were original documents. Facsimile or electronically transmitted signatures are acceptable and shall be deemed to be original signatures. This writing constitutes the entire agreement between the parties and supersedes and merges all prior oral or written agreements, representations, statements, proposals, and undertakings between the parties regarding the subject matter hereof. No covenants, agreements, terms, provisions, undertakings, statements, representations, or warranties, whether written or oral, made or executed by any party hereto or any employee or agent thereof, shall be binding upon any party hereto unless specifically set forth in this Agreement. This Agreement or any provision hereof may be amended or waived

only by written agreement signed by both parties. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Nothing contained herein shall be construed to imply a partnership, joint venture, principal and agent or employer and employee relationship between the parties. No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other. The section headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement; the section headings shall be ignored in construing and interpreting this Agreement. Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. Neither party may assign this Agreement without the prior written consent and approval of the other party (and if required by them, the approval of SJRWMD and the Corps). No party shall be responsible for failure or delay in performance hereunder if such delay or failure in performance is caused by conditions beyond such party's reasonable control, including without limitation fire, flood, riot, strikes, labor disputes, acts of God or of the public enemy, war or civil disturbances, or any future laws, rules, regulations or acts of any government (including any orders, rules or regulations issued by any official or agency of such government). All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. In connection with any litigation, including appellate proceedings, arising out of or under this Agreement, the prevailing party in such litigation shall be entitled to recover such party's out-of-pocket costs and reasonable attorneys' fees. This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be Orange County, Florida.

SECTION 10. EFFECTIVE DATE

For the purposes of this Agreement, the "Effective Date" of this Agreement shall mean the date of the signature of the last of Seller and Purchaser to sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown above the signature of each.

SELLER:

HOLLAND PROPERTIES, INC.
D/B/A TM-ECON MITIGATION BANK

By: _____
R.M. Holland, President

Date: _____, 2026

PURCHASER:

BOARD OF COUNTY
COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the
Board of County
Commissioners
of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____, 2026

For the use and reliance of
Board of
Seminole County only.

As authorized for execution by the
County Commissioners at its,
_____, 20__ , regular meeting.

Approved as to
form and legal
sufficiency.

County Attorney

Exhibit A

Affidavit of Non-Coercion for Labor and Services

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

- A. I, as an officer or representative of a nongovernmental entity, *attest under penalty of perjury* that my company or organization does not use coercion for labor or services.
- B. The term “coercion” as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
- C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

Under the penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

HOLLAND PROPERTIES, INC.

Witness

Print Name

Witness

Print Name

By:

R.M. HOLLAND, President

Date:

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