

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Thursday, February 9, 2023
4969 Basswood Road
Bascom, Florida 32423**

1. Opening Ceremonies

Called to order at 1:00 p.m.

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

Present: George Roberts, Chair; John Alter; Gus Andrews; Ted Everett; Kellie Ralston; Anna Upton

Absent: Jerry Pate, Vice Chair; Nick Patronis, Secretary-Treasurer

2. Special Thanks and Recognition

Chair Roberts thanked the Bascom School House for hosting the District.

3. Changes to the Agenda

None.

4. Approval of the Minutes for January 12, 2023

MOTIONED BY TED EVERETT, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR JANUARY 12, 2023. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Approval of the Financial Reports for the Month of December 2022

MOTIONED BY JOHN ALTER, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF DECEMBER 2022. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Amendment 1 to the Fiscal Year 2022-2023 Budget

MOTIONED BY TED EVERETT, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 913 AMENDING THE FISCAL YEAR 2022-2023 BUDGET AND ALLOW STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Amendment 2 to the Fiscal Year 2022-2023 Budget

MOTIONED BY KELLIE RALSTON, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 914 AMENDING THE FISCAL YEAR 2022-2023 BUDGET AND ALLOW STAFF TO REALIGN

REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Employee Health and Life Insurance (Grace Adams, p. 19)

MOTIONED BY TED EVERETT, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE THE RENEWAL OF THE ANNUAL EMPLOYEE HEALTH AND LIFE INSURANCE POLICIES BEGINNING APRIL 1, 2023, AND ENDING MARCH 31, 2024. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Consideration of Grant Funding from the Florida Department of Environmental Protection for Jackson Blue Spring Groundwater Quality Monitoring

MOTIONED BY JOHN ALTER, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RECEIVE GRANT FUNDING UP TO \$200,000 AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ISSUE TASK ORDERS FOR A CONTRACTOR(S) TO PERFORM THE DATA COLLECTION IN ACCORDANCE WITH THE SCOPE OF WORK OUTLINED IN THE DEP AGREEMENT, SUBJECT TO LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Consideration of Grant Funding for Completion of Tara Estates Sewer Extension Project

MOTIONED BY KELLIE RALSTON, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND CITY OF MARIANNA TO RECEIVE AND PROVIDE \$1,497,270.30 IN GRANT FUNDING FOR COMPLETION OF THE TARA ESTATES SEWER EXTENSION PROJECT, SUBJECT TO BUDGET AUTHORITY AND LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

11. Consideration of Division of Asset Management Spending Authority with Extreme Logistics Gulf Coast, LLC for Fiscal Year 2022-23

MOTIONED BY TED EVERETT, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE AND AUTHORIZE THE EXECUTIVE DIRECTOR WITH SPENDING AUTHORITY IN AN AMOUNT NOT TO EXCEED \$120,000 WITH EXTREME LOGISTICS GULF COAST, LLC FOR RENTAL AND SERVICE OF PORTABLE TOILETS AND SERVICE OF A COMPOST TOILET. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

12. Public Hearing on Consideration of Florida Forever Water Management District Work Plan

Called to order at 1:20 p.m.

MOTIONED BY KELLIE RALSTON, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE THE FLORIDA FOREVER WATER MANAGEMENT DISTRICT WORK PLAN. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

13. Consideration of Rule Language - Rule 40A-1.2026, F.A.C.

MOTIONED BY TED EVERETT, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE PROPOSED RULE LANGUAGE FOR RULE 40A-1.2026, FLORIDA ADMINISTRATIVE CODE, INGRESS AND EGRESS EASEMENTS ACROSS DISTRICT-OWNED LANDS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

14. 2023 Operation Outdoor Freedom Hunt

Informational purposes only.

15. Legislative Update

Informational purposes only.

16. Legal Counsel Report

Breck Brannen stated the District has resolved the case referenced below.

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

There are no pending cases in which the District is a party.

Meeting was adjourned at 1:45 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending January 31, 2023

Balance Forward - Operating Funds \$43,171,971.30

Operating Funds Received in current month:

Revenue Receipts, Current	\$817,627.23	
Contracts Receivable	316,835.78	
Other Deposits/Refunds/Adjustments	10,142.01	
Transfers from Lands Accounts	0.00	
Total Deposits during month	1,144,605.02	1,144,605.02

Total Deposits and Balance Forward \$ 44,316,576.32

Disbursements:

Employee Salaries	459,634.59	
Employee Benefits	295,683.30	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	343,556.44	
Operating Expenses - Services	67,180.16	
Operating Expenses - Commodities	255,082.10	
Operating Capital Outlay	0.00	
Grants and Aids	274,293.07	
Total Operating Expenses during month	1,695,429.66	
Payables, Prior Year	6,624.10	
Other Disbursements or (Credits)	416,156.57	
Total Funds Disbursed by check during month	2,118,210.33	
Bank Debits (Fees, Deposit Slips, etc.)	0.00	
Transfer to Land Acquisition/Cypress Account	0.00	
Total Funds Disbursed	2,118,210.33	2,118,210.33

Cash Balance Operating Funds at month end \$ 42,198,365.99

Operating Depositories:

Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking	1,122,448.67	
Payroll Account	6,000.00	
Passthrough (EFT) Account	56.80	
Investment Accounts:		
Fla. Board of Administration @ 4.55%		
General Fund	20,023,439.65	
Lands Fee Fund	4,813,015.50	
Ecosystem TF	73,355.70	
Water Prot. & Sust. Program TF	102,471.22	
Okaloosa Regional Reuse	1,156,882.26	
Mitigation Fund	14,900,445.94	

Total Operating Depositories at month end \$ 42,198,365.99

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending January 31, 2023

Land Acquisition Funds:

Fla. Board of Administration @ 4.55%	\$ 306,991.71	
Total Land Acquisition Funds		306,991.71

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 4.55%	42,904.90	
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Fla. Board of Administration Cypress Springs R&M Account @ 4.55%	<u>859,979.55</u>	
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Total Restricted Land Management Funds		<u>902,884.45</u>
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Total Land Acquisition, and Restricted Management Funds		<u>1,209,876.16</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 1,209,876.16</u></u>
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Approved: _____
Chairman or Executive Director

Date: March 9, 2023

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending January 31, 2023
(Unaudited)

	Current Budget	Actuals Through 1/31/2023	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,792,899	\$ 3,158,845	\$ (634,054)	83%
Intergovernmental Revenues	93,788,620	259,614	(93,529,006)	0%
Interest on Invested Funds	49,500	564,716	515,216	1141%
License and Permit Fees	655,000	247,315	(407,685)	38%
Other	5,394,046	116,317	(5,277,729)	2%
Fund Balance	29,459,952		(29,459,952)	0%
Total Sources	\$ 133,140,017	\$ 4,346,808	\$ (128,793,209)	3%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 6,095,261	\$ 767,053	\$ 1,404,847	\$ 3,923,361	13%	36%
Acquisition, Restoration and Public Works	86,734,666	1,118,193	29,943,568	55,672,905	1%	36%
Operation and Maintenance of Lands and Works	7,518,827	1,911,569	2,866,642	2,740,616	25%	64%
Regulation	4,378,607	1,071,810	267,534	3,039,263	24%	31%
Outreach	145,141	46,847	825	97,470	32%	33%
Management and Administration	2,377,045	622,182	123,623	1,631,240	26%	31%
Total Uses	\$ 107,249,547	\$ 5,537,653	\$ 34,607,040	\$ 67,104,854	5%	37%
Reserves	25,890,470			25,890,470	0%	0%
Total Uses and Reserves	\$ 133,140,017	\$ 5,537,653	\$ 34,607,040	\$ 92,995,324	4%	30%

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 January 31, 2023, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
GENERAL FUND
JANUARY 2023

CHECKS	01/05/2023	\$ 51,996.15
ACH TRANSFERS	01/06/2023	143,505.99
DIRECT DISBURSMENT	01/06/2023	71,370.59
RETIREMENT	01/09/2023	127,868.53
CHECKS	01/12/2023	233,445.90
ACH TRANSFERS	01/13/2023	72,102.07
DIRECT DISBURSEMENTS	01/13/2023	50.00
CHECKS	01/19/2023	136,999.86
ACH TRANSFERS	01/20/2023	193,322.57
DIRECT DISBURSEMENTS	01/20/2023	13,037.47
CHECKS	01/27/2023	383,064.74
ACH TRANSFERS	01/27/2023	219,534.33
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		\$ 1,646,298.20

Chairman or Executive Director

March 9, 2023
Date

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5768	ALFORD BROTHERS INC	1/5/2023	15.00	MINOR REPAIRS FOR REG VEHICLES
5676	ARBOR TREE CARE LLC	1/5/2023	800.00	GREEN POND HAZARDOUS TREE REMOVAL
95	AT&T	1/5/2023	348.38	PHONE SERVICE - EFO
5494	BACKWOODS BUILDINGS & TRUSS, LLC	1/5/2023	31,450.00	PAVILION KITS
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	1/5/2023	719.00	MEDICARE
3753	CITY OF FREEPORT	1/5/2023	400.00	REFUND WUP PERMIT# 6283-4
2241	DEPT. OF THE INTERIOR - USGS	1/5/2023	4,320.00	CONTRACT 22-002
916	FPL NORTHWEST FLORIDA	1/5/2023	499.03	ELECTRIC DEFUNIAK OFFICE
3266	LOWE'S COMPANIES INC.	1/5/2023	591.60	GENERAL TOOLS AND FIELD EQUIPMENT
5765	SMYRNA READY MIX CONCRETE LLC	1/5/2023	1,328.00	CONCRETE - WALSINGHAM PARK AND CAMPSITE
4832	SUN LIFE FINANCIAL	1/5/2023	5,287.04	DENTAL
4832	SUN LIFE FINANCIAL	1/5/2023	63.50	PREPAID DENTAL
4834	SUN LIFE FINANCIAL	1/5/2023	970.00	LIFE INSURANCE
4834	SUN LIFE FINANCIAL	1/5/2023	3,136.81	VOL LIFE
4834	SUN LIFE FINANCIAL	1/5/2023	80.75	EMPLOYEE ASSISTANCE PROGRAM
4833	SUN LIFE FINANCIAL	1/5/2023	1,171.21	VOL LTD
5250	SUN LIFE FINANCIAL - VISION	1/5/2023	628.79	VISION
4626	WASTE PRO OF FLORIDA, INC	1/5/2023	187.04	SOLID WASTE - HQ
TOTAL CHECKS			\$ 51,996.15	
3293	ANGUS G. ANDREWS, JR.	1/6/2023	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	1/6/2023	12,337.00	AGREEMENT FOR PRESCRIBED BURNI
5702	AUTO ALLEY INC	1/6/2023	84.61	MINOR REPAIRS FOR LAB VEHICLES
4845	CALHOUN COUNTY SHERIFF'S OFFICE	1/6/2023	1,024.00	LAW ENFORCEMENT/SECURITY SERVI
1617	CAPITAL HEALTH PLAN	1/6/2023	84,753.25	MEDICAL INSURANCE
3002	FLORIDA STATE UNIVERSITY	1/6/2023	451.15	OFFSITE DATA STORAGE
839	FORESTRY SUPPLIERS, INC.	1/6/2023	184.61	HIP BOOTS & CHEST WADERS
5813	GARBOLOGIST LLC	1/6/2023	225.00	RENTAL/SERVICE OF PORTABLE TOILETS
5813	GARBOLOGIST LLC	1/6/2023	110.00	RENTAL/SERVICE OF PORTABLE TOILETS
76	LEON COUNTY PROPERTY APPRAISER	1/6/2023	2,398.67	2ND QTR FY 22-23
5728	MERIT FIRST LLC	1/6/2023	25,506.00	HURRICANE SERVICE DEBRIS
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER	1/6/2023	99.00	LABORATORY TESTING
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	1/6/2023	4,481.90	RECREATION SITE CLEAN UP AND M
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	1/6/2023	200.00	JANITORIAL SERVICES FOR THE MILTON OFFICE
5218	WAGeworks, INC.	1/6/2023	142.80	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	472.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	449.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	350.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	390.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	1/6/2023	200.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
TOTAL ACH TRANSFERS			\$ 143,505.99	
5707	REFUND PAYEEZY	1/6/2023	750.00	MARION RUCKEL SKALICKI OVERPMT REFUND
5707	REFUND PAYEEZY	1/6/2023	250.00	PATRICK JEHLE 304812 APP WITHDRAWAL REFUND
5707	REFUND PAYEEZY	1/6/2023	20.00	REFUND WELL PERMIT# 309234-1
5707	REFUND PAYEEZY	1/6/2023	20.00	REFUND WELL PERMIT# 309233
5707	REFUND PAYEEZY	1/6/2023	50.00	REFUND WELL PERMIT# 309318-1
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	1/6/2023	2,714.77	RETIREE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	1/6/2023	67,565.82	EMPLOYEE MEDICAL INSURANCE
TOTAL DIRECT DISBURSEMENTS			\$ 71,370.59	
TOTAL AP			\$ 266,872.73	
4522	AECOM TECHNICAL SERVICES, INC	1/12/2023	39,642.86	EPA FARMER TO FARMER GRANT
4528	CLIFFORD B. MOWE	1/12/2023	4,900.00	CLIFF MOWE P305694 OVERPMT REFUND
4529	DEER POINT TIMBER PRODUCTS	1/12/2023	124,123.54	PERFORMANCE BOND REFUND 21-004
4540	EAST MILTON WATER SYSTEM	1/12/2023	26.98	WATER - MILTON OFFICE
4541	EDDIE ENGLISH COMPANY, INC.	1/12/2023	781.92	TIRES FOR TRIPLE AXLE TRAILER WMD96209
4544	FPL NORTHWEST FLORIDA	1/12/2023	396.23	MILTON ELECTRIC
4545	GADSDEN COUNTY TAX COLLECTOR	1/12/2023	119.55	TAG/REGISTRATION FOR 2023 KENWORTH T880 TRACTOR
4549	INSURANCE INFORMATION EXCHANGE	1/12/2023	162.00	BACKGROUND SCREENING
4551	KINGLINE EQUIPMENT, INC.	1/12/2023	1,839.25	T100 TRACTOR REPAIRS
4552	KINGLINE EQUIPMENT, INC.	1/12/2023	3,328.14	BUSHHOG MOWER SERVICE/REPAIRS
4556	NATIONAL TIRE BROKERS CORPORATION	1/12/2023	547.08	TIRES FOR WMD96205
4557	ODESSA CLEANING SERVICE LLC	1/12/2023	150.00	ECONFINA FIELD OFFICE CLEANING
4558	OKALOOSA CO. PROPERTY APPRAISER	1/12/2023	1,732.69	2ND QTR FY 22-23
4563	PENSACOLA NEWS-JOURNAL	1/12/2023	72.90	PUBLISH 2023 GBM SCHEDULE PENSACOLA NEWS JOURNAL
4565	PRT USA, INC.	1/12/2023	46,527.20	2023 LONGLEAF PINE TUBELINGS
4567	REGATTA BAY INVESTORS, LLC	1/12/2023	1,000.00	REFUND WUP PERMIT #5321-5
4568	SANTA ROSA PRESS GAZETTE	1/12/2023	92.50	PUBLISH 2023 GBM SCHEDULE SANTA ROSA PRESS GAZETTE
4570	TALLAHASSEE DEMOCRAT	1/12/2023	91.04	LEGAL ADS-WATER USE PERMITS
4571	TALLAHASSEE DEMOCRAT	1/12/2023	75.14	PUBLISH 2023 GBM SCHEDULE IN TALLAHASSEE DEMOCRAT
4572	TALQUIN ELECTRIC COOPERATIVE, INC.	1/12/2023	563.54	WATER / SEWER - HQ
4573	TALQUIN ELECTRIC COOPERATIVE, INC.	1/12/2023	56.85	SECURITY LIGHTS - HQ
4574	TALQUIN ELECTRIC COOPERATIVE, INC.	1/12/2023	4,438.10	ELECTRIC - HQ
4577	WALTON COUNTY PROPERTY APPRAISER	1/12/2023	2,566.21	2ND QTR FY 22-23

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4578	WASTE PRO OF FLORIDA, INC	1/12/2023	212.18	DUMPSTER FOR ECONFINA OFFICE AND CANOE LAUNCH
	TOTAL CHECKS		\$ 233,445.90	
4523	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	1/13/2023	6,344.00	ANALYSIS OF FRESHWATER & ESTUA
4524	AUTO ALLEY INC	1/13/2023	62.35	MINOR REPAIRS FOR WMD96837
4525	AVS SYSTEMS INC	1/13/2023	75.00	DFO SECURITY
4526	AVS SYSTEMS INC	1/13/2023	75.00	DFO SECURITY
4527	CARDNO, INC	1/13/2023	620.00	AGREEMENT FOR AS NEEDED SERVIC
4530	DMS	1/13/2023	655.14	DEFUNIAK LOCAL PHONE
4531	DMS	1/13/2023	1,962.00	DEFUNIAK ETHERNET & LONG DISTANCE
4532	DMS	1/13/2023	14.09	CONFERENCE CALLS
4533	DMS	1/13/2023	1,555.28	HQ LOCAL
4534	DMS	1/13/2023	20.28	HQ LONG DISTANCE
4535	DMS	1/13/2023	96.28	MILTON LOCAL
4536	DMS	1/13/2023	0.02	MILTON LONG DISTANCE
4537	DMS	1/13/2023	(77.78)	AIRCARDS AND HOTSPOTS
4538	DMS	1/13/2023	9,124.12	HQ ETHERNET
4539	DMS	1/13/2023	3.21	LAN PORTS AND INTRANET/INTERNET
4542	ENVIRON SERVICES INCORPORATED	1/13/2023	2,079.17	JANITORIAL SERVICES FOR HQ
4543	PETER FOLLAND	1/13/2023	90.00	TRAVEL REIMBURSEMENT
4546	GARBOLOGIST LLC	1/13/2023	1,850.00	REIMBURSEMENT FOR TWO UNITS DESTROYED BY FIRE
4547	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	1/13/2023	1,710.00	HQ MONITORING AND MAINTENANCE
4548	A & W VENTURES, L.C.	1/13/2023	250.00	PORTABLE TOILET FOR PHIPPS PARK
4550	ALABAMA COMMUNITY NEWSPAPERS	1/13/2023	88.25	LEGAL ADS-WATER USE PERMITS
4553	KOUNTRY RENTAL NWF, INC.	1/13/2023	8,305.00	SERVICE FOR PORTABLE TOILETS-C
4554	GARY MEREDITH	1/13/2023	33.14	REIMBURSEMENT
4555	MERIT FIRST LLC	1/13/2023	8,190.00	HURRICANE SERVICE DEBRIS
4559	PENNINGTON, P.A.	1/13/2023	12,007.00	LEGAL COUNSEL
4560	PENNINGTON, P.A.	1/13/2023	420.57	SEARCH FOR PHONE NUMBERS
4561	PENNINGTON, P.A.	1/13/2023	300.00	TITLE SEARCH & COMMITMENT FOR 7 PARCELS
4562	PENNINGTON, P.A.	1/13/2023	75.00	TITLE COMMITMENT AND SEARCH PACKAGE
4564	PRIDE ENTERPRISES	1/13/2023	6,733.40	PRIDE HEAVY DUTY GATES
4569	ZACHARY J. SELLERS	1/13/2023	925.00	DFO JANITORIAL SERVICES
4575	VANASSEE HANGEN BRUSTLIN, INC.	1/13/2023	8,460.00	AGREEMENT FOR AS NEEDED SERVIC
4576	WAGEWORKS, INC.	1/13/2023	56.55	COBRA ADMINISTRATION
	TOTAL ACH TRANSFERS		\$ 72,102.07	
4566	REFUND PAYEEZY	1/13/2023	50.00	REFUND WELL PERMIT# 309358
	TOTAL DIRECT DISBURSEMENTS		\$ 50.00	
	TOTAL AP		\$ 305,597.97	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4923	JOHN ALTER	1/19/2023	56.07	TRAVEL REIMBURSEMENT
5901	CEDAR CREEK TIMBER COMPANY INC	1/19/2023	127,220.40	RETURN OF PERFORMANCE BOND 21-005
771	CITY OF MARIANNA	1/19/2023	4,675.60	TARA ESTATES SEWER PROJECT
3424	MIDTOWN PRINT CO.	1/19/2023	30.00	GENERIC BUSINESS CARDS FOR LANDS
3424	MIDTOWN PRINT CO.	1/19/2023	30.00	BUSINESS CARDS FOR SYDNEY ARMSTRONG
3424	MIDTOWN PRINT CO.	1/19/2023	30.00	BUSINESS CARDS FOR CAITLIN BRONGEL
2713	FL DEPT OF AG. & CONSUMER SERVICES	1/19/2023	2,320.00	ALTHA TRACT SLASH PINE ORDER
2291	GULF COAST ELECTRIC COOPERATIVE,INC	1/19/2023	315.57	ELECTRIC SERVICE - EFO
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/19/2023	190.47	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/19/2023	234.19	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/19/2023	101.46	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/19/2023	190.47	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/19/2023	177.88	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/19/2023	110.13	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/19/2023	183.48	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/19/2023	36.51	KONICA MINOLTA COPIER LEASE RENEWAL
5899	MICHAEL'S OUTDOOR SERVICES LLC	1/19/2023	300.00	HAZARDOUS TREE REMOVAL - SEASHELL CAMPSITE
4849	NICK PATRONIS	1/19/2023	89.00	TRAVEL REIMBURSEMENT
523	SANTA ROSA PRESS GAZETTE	1/19/2023	127.90	LEGAL ADS-WATER USE PERMITS
5737	TELECHECK SERVICES, INC.	1/19/2023	58.80	EPERMITTING FEES-TELECHECK
5737	TELECHECK SERVICES, INC.	1/19/2023	50.00	FEES FOR ONLINE PAYMENTS
3941	TYLER TECHNOLOGIES, INC.	1/19/2023	471.93	TAX FORMS FOR 2022
TOTAL CHECKS			\$ 136,999.86	
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	1/20/2023	36,378.00	AGREEMENT FOR PRESCRIBED BURNI
5702	AUTO ALLEY INC	1/20/2023	258.48	MINOR REPAIRS FOR POOL VEHICLES AT HQ
5702	AUTO ALLEY INC	1/20/2023	436.86	BRAKE PAD/ROTOR REPLACEMENT FOR WMD-96837
5702	AUTO ALLEY INC	1/20/2023	309.40	MINOR REPAIRS FOR POOL VEHICLES AT HQ
4845	CALHOUN COUNTY SHERIFF'S OFFICE	1/20/2023	1,152.00	LAW ENFORCEMENT/SECURITY SERVI
4559	CITY OF CARRABELLE	1/20/2023	28,721.22	LIGHTHOUSE ESTATES SEPTIC TO S
4559	CITY OF CARRABELLE	1/20/2023	40,026.25	SEPTIC TANK ABATEMENT-PHASE II
4807	WEX BANK	1/20/2023	11,387.81	DECEMBER 2022 FUEL / SERVICE PURCHASES
4807	WEX BANK	1/20/2023	138.15	WEX GPS TRACKING
3002	FLORIDA STATE UNIVERSITY	1/20/2023	451.15	OFFSITE DATA STORAGE
3337	FORESTECH CONSULTING	1/20/2023	400.00	LAND MANAGEMENT DATABASE
5813	GARBOLOGIST LLC	1/20/2023	119.10	PORTAPOTTY SERVICE
5159	L & R TRACTOR INC.	1/20/2023	975.00	SUPPLY AND DELIVERY OF CLAY FILL
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	1/20/2023	49.00	LABORATORY TESTING
3960	GEORGE ROBERTS	1/20/2023	89.00	TRAVEL REIMBURSEMENT
5651	SGS TECHNOLOGIE, LLC	1/20/2023	373.33	HOSTING & MAINTAINING DIST WEBSITE CON # 19-022

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5651	SGS TECHNOLOGIE, LLC	1/20/2023	373.33	HOSTING & MAINTAINING DIST WEBSITE CON # 19-022
5889	SOUTHERN DISASTER RECOVERY LLC	1/20/2023	57,525.00	AGREEMENT FOR RECOVERY EFFORTS
5884	TRE INDUSTRIES LLC	1/20/2023	85.00	LABORATORY TESTING
3454	USDA, APHIS, WILDLIFE SERVICES	1/20/2023	1,633.29	COOPERATIVE SERVICE FOR BEAVER
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	1/20/2023	12,441.20	LAW ENFORCEMENT AND SECURITY
TOTAL ACH TRANSFERS			\$ 193,322.57	
5707	REFUND PAYEEZY	1/20/2023	100.00	MELINDA HEYM P309440 EPERMIT DISCOUNT REFUND
2967	BANK OF AMERICA	1/20/2023	3,419.47	DECEMBER 2022 P-CARD
2967	BANK OF AMERICA	1/20/2023	162.88	DFO VEHICLES CARWASH
2967	BANK OF AMERICA	1/20/2023	50.00	REG SUNPASS
2967	BANK OF AMERICA	1/20/2023	11.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	1/20/2023	11.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	1/20/2023	9.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	1/20/2023	29.95	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	1/20/2023	27.72	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	1/20/2023	1,619.91	OFFICE CHAIRS FOR ECONFINA OFFICE (AMAZON)
2967	BANK OF AMERICA	1/20/2023	237.79	REG CALENDAR ORDER-AMAZON
2967	BANK OF AMERICA	1/20/2023	7,319.92	AMAZON ORDER FOR DRIVES AND IT ITEMS
2967	BANK OF AMERICA	1/20/2023	35.86	REG CALENDARS
TOTAL DIRECT DISBURSEMENTS			\$ 13,037.47	
TOTAL AP			\$ 343,359.90	
2992	BANK OF AMERICA	1/26/2023	444.10	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	1/26/2023	1,037.63	DECEMBER 2022 ANALYSIS STATEMENT
5131	CITY OF DEFUNIAK SPRINGS	1/26/2023	216.13	WATER/ SEWER DEFUNIAK SPRINGS
4676	CITY OF MILTON FLORIDA	1/26/2023	50.68	SEWER MILTON OFFICE
4676	CITY OF MILTON FLORIDA	1/26/2023	80.67	DUMPSTER SERVICE
3289	CITY OF TALLAHASSEE	1/26/2023	45.78	LAKESHORE & I-10
3289	CITY OF TALLAHASSEE	1/26/2023	315.00	3 PARKING PASSES FOR KLEMAN PLAZA
4754	CUMMINS POWER SOUTH	1/26/2023	374.97	PREVENTATIVE SERVICE - GENERATOR - SERVER ROOM
3886	DEER POINT TIMBER PRODUCTS	1/26/2023	20,638.50	RETURN OF PERFORMANCE BOND 19-046
3886	DEER POINT TIMBER PRODUCTS	1/26/2023	124,123.54	RETURN OF PERFORMANCE BOND 21-004
4103	EDDIE ENGLISH COMPANY, INC.	1/26/2023	188.88	TIRE TO REPLACE BLOWN TIRE ON WMD 96029 - TRAILER
3747	FLORIDA STATE UNIVERSITY	1/26/2023	57,436.00	FNAI FALL 2022 MONITORING
5294	KRONOS, INCORPORATED	1/26/2023	3.94	KRONOS RENEWAL
5769	PRT USA, INC.	1/26/2023	140,706.60	2023 LONGLEAF PINE TUBELINGS
5223	SOUTHERN HABITATS, LLC	1/26/2023	33,750.00	GROWING 75,000 GRASS/FORB PLUGS (RPLC. PO 220519)
3568	THOMPSON TRACTOR CO., INC.	1/26/2023	2,451.36	CAT D5 DOZER REPAIR

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4557	VERIZON WIRELESS	1/26/2023	1,142.82	CELL PHONES AND JET PACKS
4038	WINDSTREAM COMMUNICATIONS	1/26/2023	58.14	800 NUMBERS & EFO LONG DISTANCE
TOTAL CHECKS			\$ 383,064.74	
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	1/27/2023	15,525.00	AGREEMENT FOR PRESCRIBED BURNI
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	1/27/2023	60.00	KEY FOBS FOR HQ
2268	INNOVATIVE OFFICE SOLUTIONS, INC	1/27/2023	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037
5802	MURPHY CASSIDY DIESEL REPAIRS	1/27/2023	465.57	MINOR REPAIRS FOR REG VEHICLES
4305	DANA PALERMO	1/27/2023	126.00	TRAVEL REIMBURSEMENT
5651	SGS TECHNOLOGIE, LLC	1/27/2023	1,500.00	DISTRICT WEBSITE DATA MIGRATION
4091	THE SHOE BOX	1/27/2023	136.79	SAFETY BOOTS - FACILITIES - PAT CREEL
4799	STAPLES CONTRACT & COMMERCIAL, INC.	1/27/2023	13.97	OFFICE SUPPLIES AND CALENDARS
4618	WAKULLA COUNTY BOCC	1/27/2023	200,870.00	WAKULLA COUNTY SEWER EXPANSION
TOTAL ACH TRANSFERS			\$ 219,534.33	
TOTAL AP			\$ 602,599.07	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
PAYROLL
JANUARY 2023

DIRECT DEPOSIT	01/13/2023	\$	235,676.12
CHECKS	01/13/2023		275.45
FLEX SPENDING TRANSFER	01/13/2023		1,368.66
DIRECT DEPOSIT	01/27/2023		230,769.26
CHECKS	01/27/2023		2,453.98
FLEX SPENDING TRANSFER	01/27/2023		1,368.66

\$ 471,912.13

Chairman or Executive Director

March 9, 2023

Date

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 L. Bert, Asset Management Administrator

DATE: February 22, 2023

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the Lane Parcel; Econfinia Creek WMA

Recommendation:

Staff recommends the Governing Board:

1. Accept the appraisal prepared by Carlton Appraisal Company and review appraisal prepared by Carroll Appraisal Company, Inc. for the Lane Parcel in Washington County; and
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, and approval of the Agreement by legal counsel.

Background:

Staff obtained one appraisal and review appraisal for the fee simple purchase of the Lane parcel. The appraisal was prepared by Carlton Appraisal Company and the review appraisal was prepared by Carroll Appraisal Company, 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 10 acres +/- in Washington County as shown on the attached maps from David M. and Leslie M. Lane. The parcel is located west of Porter Pond Road and is composed primarily of xeric sandhill uplands.

The Lane parcel is located within the Econfinia Springs Groundwater Contribution Area, is ultimately surrounded by District land on all sides, and will be part of the Econfinia Creek WMA, if approved.

Purchase Price. The purchase price negotiated by staff for the fee simple purchase of the 10 acres +/- is \$26,000. The purchase price does not include closing costs.

The purchase of this parcel will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2022-23 budget for this acquisition.

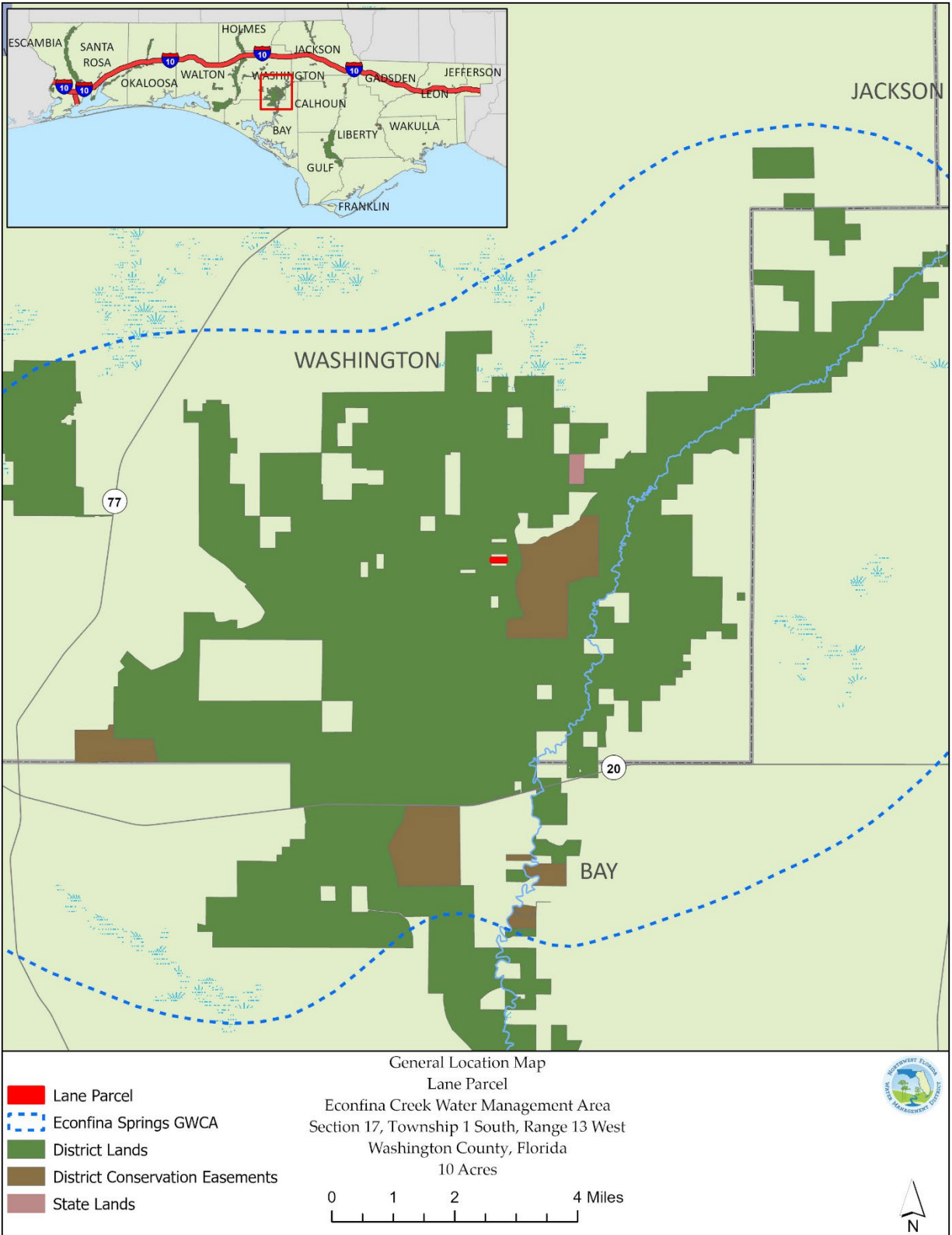
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$2,400.

Boundary Map Acreage Certification. The District will hire Southeastern Surveying and Mapping Corporation to prepare a boundary map acreage certification on this parcel, not to exceed \$1,694.

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$1,650.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$224.50 and recording fees estimated at \$27.00. 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 _____, 2023, between **DAVID M. LANE AND LESLIE M. LANE**, husband and wife, whose mailing address is 841 Miles Drive, Panama City, FL 32404, 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 Washington County, Florida, more particularly described in **Exhibit A** hereto (the "Property"), in accordance with the terms and provisions of this Agreement.

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 Twenty-Six Thousand and 00/100 Dollars (\$26,000.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$2,600.00 per acre ("Acre Price") for an estimated 10 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 boundary map/acreage certification 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 boundary map/acreage certification may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the boundary map/acreage certification determine that the total acreage of the Property is more than 10 acres or less than 10 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$2,600.00 by the acreage shown on the boundary map/acreage certification; 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 boundary map/acreage certification) 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 \$2,600.00, 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. **Boundary Map/Acreage Certification.** Purchaser will obtain a current boundary map/acreage certification of the Property acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the boundary map/acreage certification, and such objections shall be treated in the same manner as an objection to title. The cost of the boundary map/acreage certification 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 June 30, 2023, 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 June 30, 2023. The closing date may be extended by notice from Purchaser for objections to title, boundary map/acreage certification, environmental audit, or any other documents required to be provided or

completed and executed by Seller. Closing is subject to 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 December 15, 2022, 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.

12. **Seller's Representations, Warranties, Covenants and Agreements.** Seller represents, with the intent to induce Purchaser to enter into this Agreement and to purchase the Property, and with the understanding that Purchaser is relying upon the accuracy of such representations and that this Agreement is contingent upon and subject to the truth and accuracy of such representations and the full and complete satisfaction of such covenants and agreements, failing which Purchaser shall have the option of terminating this Agreement, that:

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

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

(c) There are no parties in possession of any portion of the Property as lessees except for a hunting lease, tenants at sufferance, trespassers or otherwise 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) If Seller is a corporate entity, Seller is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to enter into and perform this Agreement. The execution of this Agreement, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of Seller hereunder and under any and all other agreements and instruments herein mentioned to which Seller is a party have been duly authorized by requisite action and are enforceable against Seller in accordance with their respective terms. The individuals executing this Agreement on behalf of Seller are authorized to act for and on behalf of and to bind Seller in connection with this Agreement.

(l) The Property is substantially in the same condition as existed on December 15, 2022. Since December 15, 2022, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees, thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

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

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

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

13. **Inspection/Possession.** Seller agrees that after the date of this Agreement, employees and agents of Purchaser and Consultants, 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: David M. and Leslie M. Lane
841 Miles Drive
Panama City, FL 32404

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

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

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

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

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

(b) Purchaser shall have received and approved the boundary map/acreage certification, Title Commitment and Environmental Assessment provided for herein;

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

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

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

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

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

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

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

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

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

(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 March 9, 2023.

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: _____
David M. Lane

By: _____
George Roberts, Chair

Date: _____

Date: _____

By: _____
Leslie M. Lane

Date: _____

EXHIBIT A

(Legal Description)

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

S $\frac{1}{2}$ of S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17, Township 1 North, Range 13 West, according to map or plat thereof on file and of record in the Office of the Clerk of the Circuit Court in and for Washington County, Florida.

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 _____, 2023 by and between **DAVID M. LANE and LESLIE M. LANE, husband and wife** (collectively, the “Grantors”), whose address is: 841 Miles Drive, Panama City, FL 32404, and the **Northwest Florida Water Management District** (the “Grantee”), whose address is: 81 Water Management Drive, Havana, FL 32333.

W I T N E S S E T H :

That the 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 Washington County, Florida (the “Property”):

S ½ of S ½ of the NE ¼ of the SE ¼ of Section 17, Township 1 North, Range 13 West, according to map or plat thereof on file and of record in the Office of the Clerk of the Circuit Court in and for Washington County, Florida.

Parcel ID No.: 00000000-00-0353-0003

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 2023 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: _____
David M. Lane

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 _____, 2023, by David M. Lane. 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): _____

Signed, sealed, and delivered
in the presence of:

GRANTORS:

By: _____
Leslie M. Lane

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 _____, 2023, by Leslie M. Lane. 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 David M. Lane and Leslie M. Lane, 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:

S ½ of S ½ of the NE ¼ of the SE ¼ of Section 17, Township 1 North, Range 13 West, according to map or plat thereof on file and of record in the Office of the Clerk of the Circuit Court in and for Washington County, Florida.

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 2023, 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 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 December 15, 2022. Since December 15, 2022, 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:

David M. Lane: _____

Leslie M. Lane: _____

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: _____
David M. Lane

By: _____
Leslie M. Lane

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by David M. Lane and Leslie M.
Lane.

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

Notary Public, State and County Aforesaid
My Commission Expires:

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 L. Bert, Asset Management Administrator

DATE: February 22, 2023

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the McRae Land and Timber Company Parcel; Econfina Creek WMA

Recommendation:

Staff recommends the Governing Board:

1. Accept the appraisal prepared by Carlton Appraisal Company and review appraisal prepared by Carroll Appraisal Company, Inc. for the McRae Land and Timber Company Parcel in Washington County; and
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, and approval of the Agreement by legal counsel.

Background:

Staff obtained one appraisal and review appraisal for the fee simple purchase of the McRae Land and Timber Company parcel. The appraisal was prepared by Carlton Appraisal Company and the review appraisal was prepared by Carroll Appraisal Company, 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 40 acres +/- in Washington County as shown on the attached maps from McRae Land and Timber Company, LLC. The parcel is located south of Deadening Road and west of Porter Pond Road, contains a 27-acre loblolly pine plantation (planted in 2011), nine acres of pine and hardwood, and four acres of lake bottom (Still Pond).

The McRae parcel is located within the Econfina Springs Groundwater Contribution Area, is surrounded by District land on all sides, 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 the 40 acres +/- is \$68,400. The purchase price does not include closing costs.

The purchase of this parcel will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2022-23 budget for this acquisition.

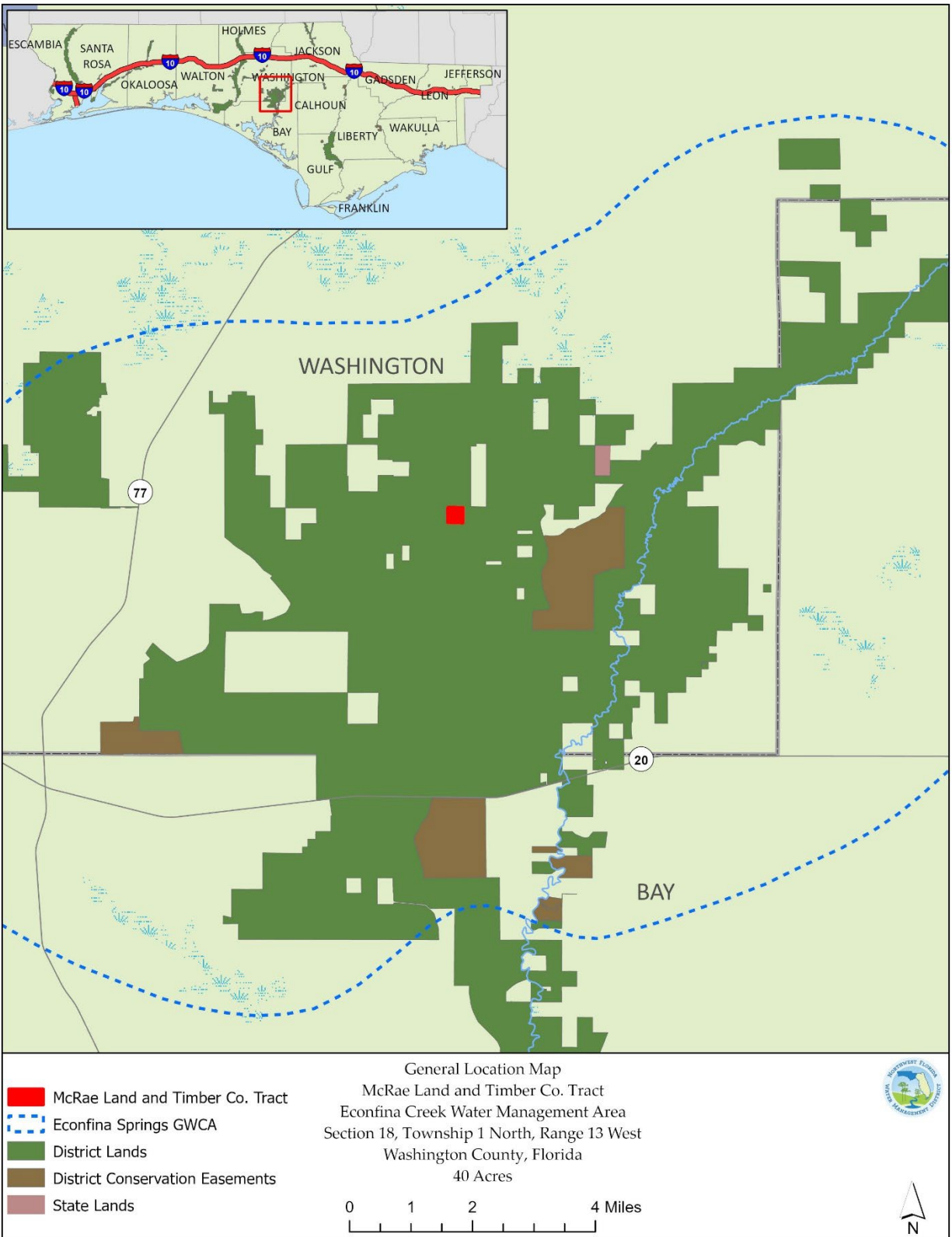
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$2,800.

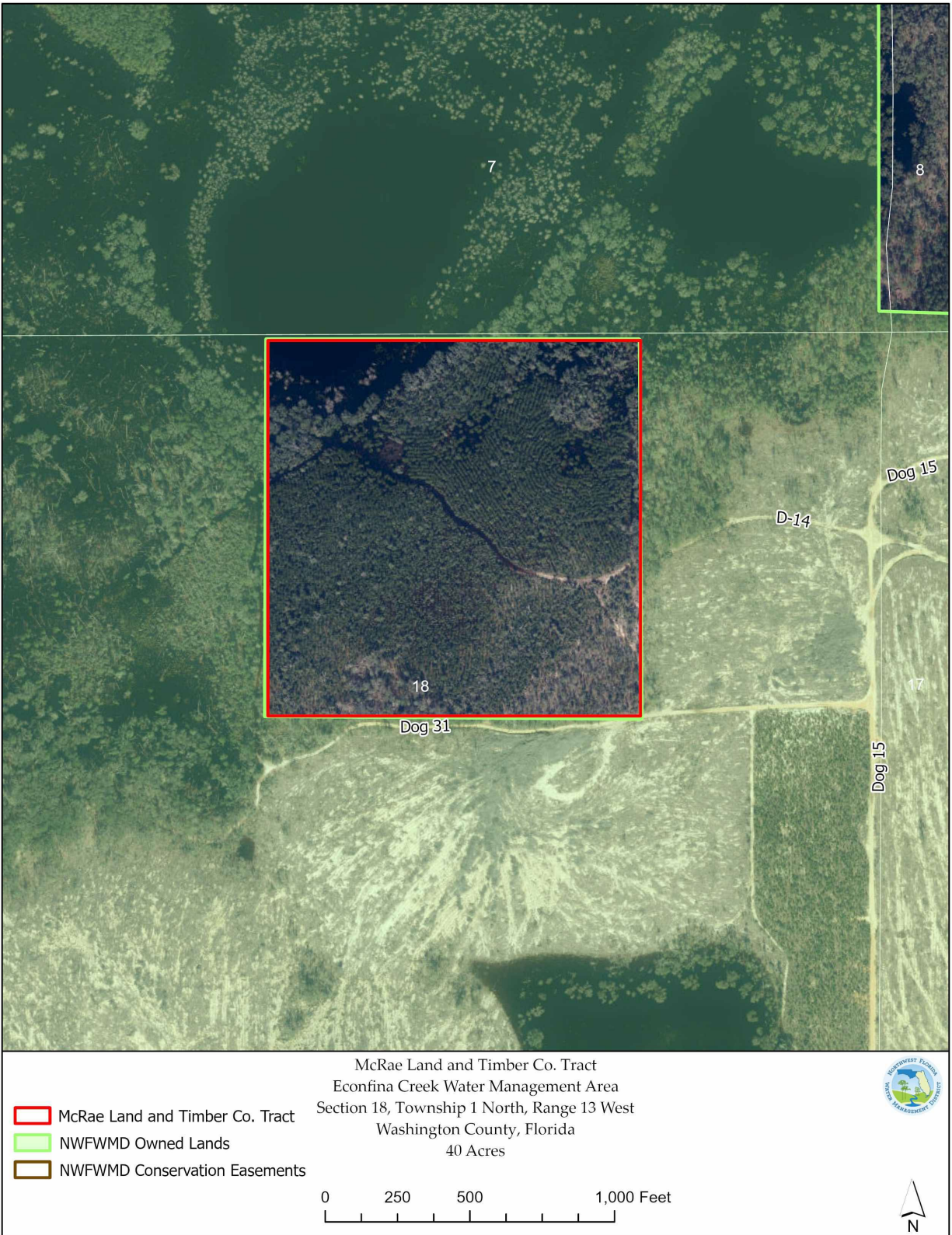
Boundary Map Acreage Certification. The District will hire Southeastern Surveying and Mapping Corporation to prepare a boundary map acreage certification on this parcel, not to exceed \$1,694.

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$1,650.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$468.30 and recording fees estimated at \$18.50. 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 _____, 2023, between **MCRAE LAND & TIMBER COMPANY, LLC**, a Florida limited liability company, whose mailing address is P.O. Box 7, Graceville, FL 32440, referred to herein as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

1. **Purchase and Sale/The Property.** Seller agrees to sell and Purchaser agrees to purchase all of Seller's right, title and interest, in fee simple, in that certain real property located in Washington County, Florida, more particularly described in **Exhibit A** hereto (the "Property"), in accordance with the terms and provisions of this Agreement.

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 Sixty-Eight Thousand Four Hundred and 00/100 Dollars (\$68,400.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$1,710.00 per acre ("Acre Price") for an estimated 40 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 boundary map/acreage certification 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 boundary map/acreage certification may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the boundary map/acreage certification determine that the total acreage of the Property is more than 40 acres or less than 40 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$1,710.00 by the acreage shown on the boundary map/acreage certification; 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 boundary map/acreage certification) 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 \$1,710.00, 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. **Boundary Map/Acreage Certification.** Purchaser will obtain a current boundary map/acreage certification of the Property acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the boundary map/acreage certification, and such objections shall be treated in the same manner as an objection to title. The cost of the boundary map/acreage certification 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 June 30, 2023, 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 June 30, 2023. The

closing date may be extended by notice from Purchaser for objections to title, boundary map/acreage certification, environmental audit, or any other documents required to be provided or completed and executed by Seller. Closing is subject to 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 December 15, 2022, 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.

12. Seller's Representations, Warranties, Covenants and Agreements. Seller represents, with the intent to induce Purchaser to enter into this Agreement and to purchase the Property, and with the understanding that Purchaser is relying upon the accuracy of such representations and that this Agreement is contingent upon and subject to the truth and accuracy of such representations and the full and complete satisfaction of such covenants and agreements, failing which Purchaser shall have the option of terminating this Agreement, that:

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

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

(c) There are no parties in possession of any portion of the Property as lessees except for a hunting lease, tenants at sufferance, trespassers or otherwise 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) If Seller is a corporate entity, Seller is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to enter into and perform this Agreement. The execution of this Agreement, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of Seller hereunder and under any and all other agreements and instruments herein mentioned to which Seller is a party have been duly authorized by requisite action and are enforceable against Seller in accordance with their respective terms. The individuals executing this

Agreement on behalf of Seller are authorized to act for and on behalf of and to bind Seller in connection with this Agreement.

(l) The Property is substantially in the same condition as existed on December 15, 2022. Since December 15, 2022, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees, thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

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

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

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

13. **Inspection/Possession.** Seller agrees that after the date of this Agreement, employees and agents of Purchaser and Consultants, 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: McRae Land & Timber Company, LLC
 c/o Mr. Ferlon Baggett
 P.O. Box 7
 Graceville, FL 32440

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

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

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

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

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

(b) Purchaser shall have received and approved the boundary map/acreage certification, Title Commitment and Environmental Assessment provided for herein;

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

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

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

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

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

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

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

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

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

(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 March 9, 2023.

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:

**MCRAE LAND & TIMBER
COMPANY, LLC**

By: _____

Print Name: _____

Its: _____

Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____

George Roberts, Chair

Date: _____

EXHIBIT A

(Legal Description)

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

THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, AND THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA.

Parcel ID Number: 000000000-00-0364-0000

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 _____, 2023 by and between **McRae Land & Timber Company, LLC**, a Florida limited liability company (the “Grantor”), whose address is: P.O. Box 7, Graceville, FL 32440, and the **Northwest Florida Water Management District** (the “Grantee”), whose address is: 81 Water Management Drive, Havana, FL 32333.

W I T N E S S E T H :

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

THE WEST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, AND THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA.

Parcel ID Number: 000000000-00-0364-0000

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 Grantor fully warrants 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 2023 and subsequent years.

The Property is NOT the homestead of the Grantor.

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

Signed, sealed, and delivered
in the presence of:

GRANTOR:

McRae Land & Timber Company, LLC, a
Florida limited liability company

By: _____

Print Name: _____

Its: _____

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 _____, 2023, by _____ as _____ of McRae Land & Timber Company, LLC, a Florida limited liability company. 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 _____ as
_____ of McRae Land & Timber Company, LLC, a Florida limited liability
company, referred to herein as “Grantor”, who, being first duly sworn, depose and say that:

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

THE WEST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, AND THE EAST ½ OF
THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA

Parcel ID Number: 000000000-00-0364-0000

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 2023, 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 December 15, 2022. Since December 15, 2022, 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:

McRae Land & Timber Company, LLC: _____

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: _____
Print Name: _____
As _____ of McRae Land & Timber
Company, LLC

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by _____ as _____
of McRae Land & Timber Company, LLC.

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

Notary Public, State and County Aforesaid
My Commission Expires:

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: Benjamin Faure, Chief, Bureau of Land Management Operations

DATE: February 16, 2023

SUBJECT: Consideration of Invitation to Bid 23B-002 for 2023 Cotton Landing Timber Thinning Sale

Recommendation

Staff recommends the Governing Board award the 2023 Cotton Landing Timber Thinning Sale to Cedar Creek Timber Co. at the bid prices contained in Table 2 and authorize the Executive Director to execute an agreement with Cedar Creek Timber Co. to facilitate this timber harvest.

Background:

On January 13, 2023, the District issued Invitation to Bid (ITB) 23B-002 for the 2023 Cotton Landing Timber Thinning Sale. The ITB was posted on the State of Florida's Vendor Information Portal and the District website. Email notices were also sent to all known timber companies that previously expressed an interest in District timber sales.

This timber sale includes an estimated 13,000 tons of slash and loblolly pine pulpwood, 5,600 tons of Pine Chip-N-Saw, and 22 tons of Pine Saw timber product within eight timber sale units on 540 acres in Washington County within the Choctawhatchee River Water Management Area. The planned timeframe is for the harvest to be completed by December 31, 2023. The timber sale units are described below in Table 1 and delineated on the attached general location and exhibit maps.

On February 7, 2023, at 2:00 p.m. ET, the District received three sealed bids for the purchase of the timber. The bids are contained in Table 2 below. The highest bid received was from Cedar Creek Timber Co. in the amount of \$316,660.00.

Table 1 – Timber Stand List for 2023 Cotton Landing Timber Thinning Sale

Timber Sale Unit & Map Number	NFWMD Stand Numbers	County	Section; Township; Range	Acres
1	121014,121018,121019 121020, 121021	Washington	S 17/18/19; T 3N; R14W	85
2	121015, 121016, 121017	Washington	S 17/18/19/20; T3N, R14W	455
TOTAL				540

Table 2 – Bids Received for 2023 Cotton Landing Timber Thinning Sale

Bidder	Bids Received – Bid Price Per Ton			
	Pine Pulpwood	Pine Chip-N-Saw	Pine Saw Timber	Estimated Sale Value based on Estimated Volumes
Cedar Creek Timber Co.	\$10.05	\$ 33.00	\$55.00	\$316,660.00
Whitfield Timber	\$6.36	\$31.30	\$34.00	\$258,708.00
Enviva Pelletts, LLC	\$6.50	\$32.00	\$34.00	\$264,448.00

BF/

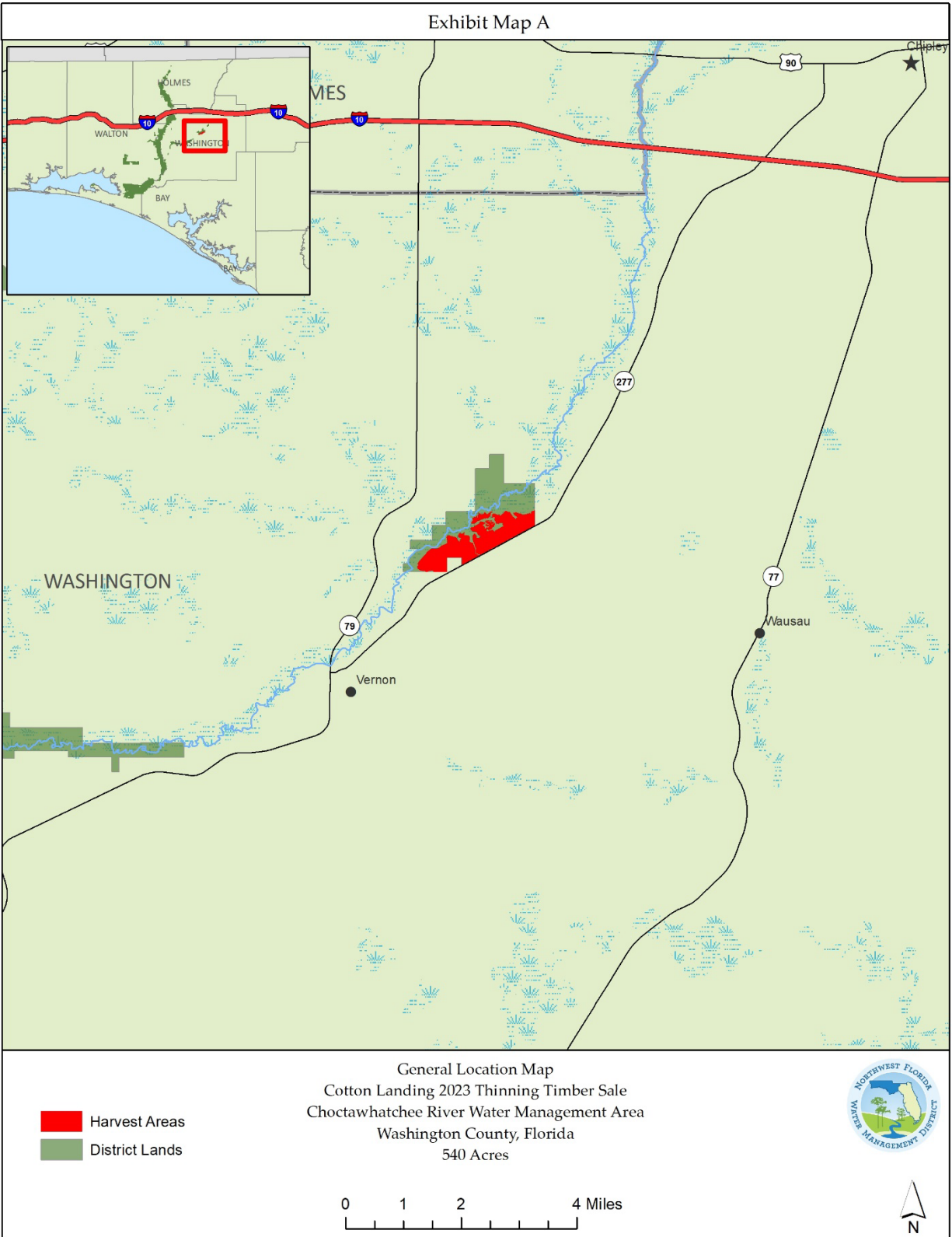
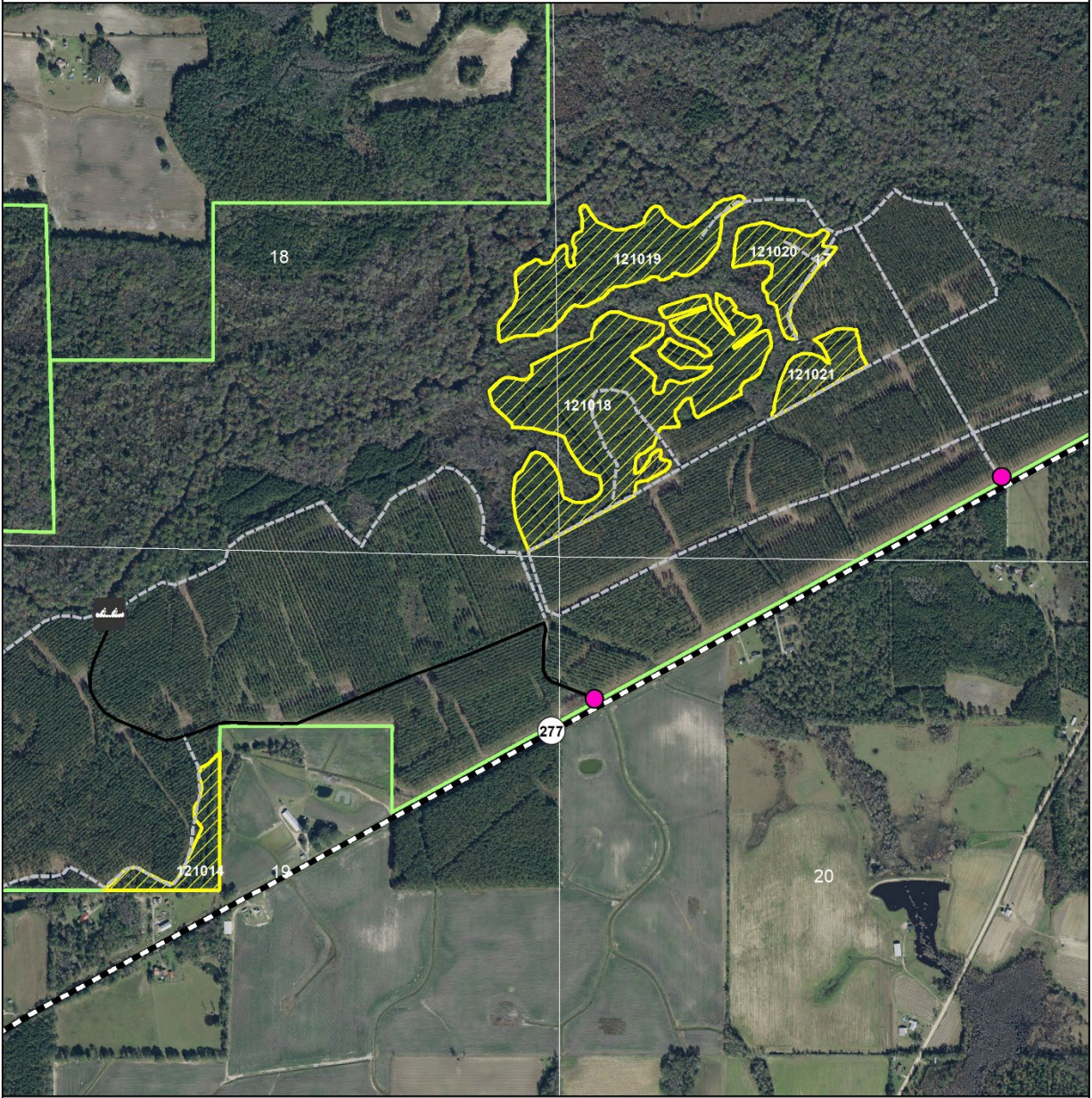


Exhibit Map 1



-  Cotton Landing
-  Access Points
-  First Thinning Harvest Areas
-  District Lands

Cotton Landing 2023 Thinning Timber Sale
Choctawhatchee River Water Management Area
Sections 17/18/19, T3N, R14W
Washington County, Florida
85 Acres - First Thinning

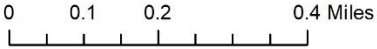
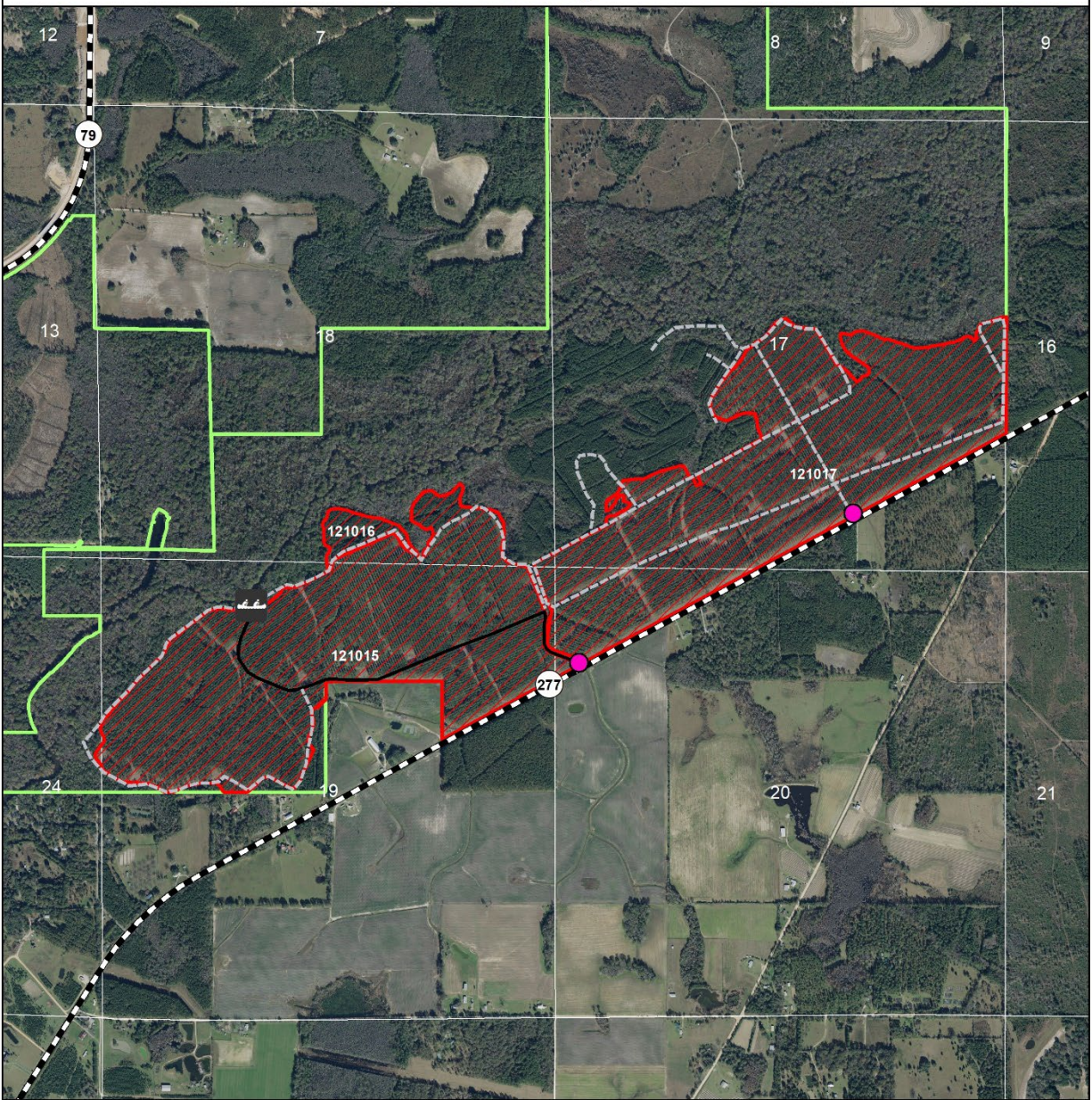


Exhibit Map 2



Cotton Landing



Access Points



Second Thinning Harvest Area



District Lands

Cotton Landing 2023 Thinning Timber Sale
Choctawhatchee River Water Management Area
Sections 17/18/19/20, T3N, R14W
Washington County, Florida
455 Acres - Second Thinning



0 0.15 0.3 0.6 Miles



MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: February 23, 2023

There are no pending cases in which the District is a party.