

**Northwest Florida Water Management District  
Governing Board Meeting Minutes  
Thursday, March 9, 2023  
81 Water Management Drive  
Havana, Florida 32333**

**1. Opening Ceremonies**

Called to order at 1:05 p.m.

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

Present: George Roberts, Chair; Jerry Pate, Vice Chair; Nick Patronis, Secretary-Treasurer; John Alter; Ted Everett; Kellie Ralston; Anna Upton

Absent: Gus Andrews

**2. Special Thanks and Recognition**

None.

**3. Hydrologic Conditions**

Informational purposes only.

**4. Changes to the Agenda**

None.

**5. Approval of the Minutes for February 9, 2023**

MOTIONED BY JOHN ALTER, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR FEBRUARY 9, 2023. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

**6. Approval of the Financial Reports for the Month of January 2023**

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

**7. Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the Lane Parcel; Econfin Creek WMA**

MOTIONED BY JERRY PATE, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD 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 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. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. 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

MOTIONED BY KELLIE RALSTON, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD 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 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. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Consideration of ITB 23B-002 for 2023 Cotton Landing Timber Thinning Sale

MOTIONED BY JERRY PATE, SECONDED BY JOHN ALTER, THAT 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.

**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

NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Legislative Update

Informational purposes only.

11. Legal Counsel Report

Breck Brannen stated there are no pending cases in which the District is a party.

12. Executive Director Comments

Lyle Seigler recognized John Crowe, Jim Lamar, and Sydney Armstrong for their outstanding work on the presentation he gave to the House Water Quality, Supply, and Treatment Subcommittee.

Meeting was adjourned at 1:44 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Financial Report  
Summary Statement of Receipts, Disbursements & Cash Balances  
For Month Ending February 28, 2023

Balance Forward - Operating Funds \$42,198,365.99

Operating Funds Received in current month:

Revenue Receipts, Current	\$356,445.31	
Contracts Receivable	2,792,758.20	
Other Deposits/Refunds/Adjustments	14,231.89	
Transfers from Lands Accounts	84,654.47	
Total Deposits during month	3,248,089.87	3,248,089.87

Total Deposits and Balance Forward \$ 45,446,455.86

Disbursements:

Employee Salaries	471,513.88	
Employee Benefits	317,318.50	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	1,005,374.66	
Operating Expenses - Services	162,537.45	
Operating Expenses - Commodities	40,823.34	
Operating Capital Outlay	405,603.52	
Grants and Aids	3,654,949.67	
Total Operating Expenses during month	6,058,121.02	
Payables, Prior Year	1,265.00	
Other Disbursements or (Credits)	42,163.13	
Total Funds Disbursed by check during month	6,101,549.15	
Bank Debits (Fees, Deposit Slips, etc.)	0.00	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed	6,101,549.15	6,101,549.15

Cash Balance Operating Funds at month end \$ 39,344,906.71

Operating Depositories:

Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking	3,047,209.99	
Payroll Account	6,000.00	
Passthrough (EFT) Account	218.72	
Investment Accounts:		
Fla. Board of Administration @ 4.77%		
General Fund	14,986,488.66	
Lands Fee Fund	4,185,486.90	
Ecosystem TF	73,623.98	
Water Prot. & Sust. Program TF	102,845.98	
Okaloosa Regional Reuse	1,161,113.41	
Mitigation Fund	15,781,668.82	

Total Operating Depositories at month end \$ 39,344,906.71

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Financial Report  
Summary Statement of Receipts, Disbursements & Cash Balances  
For Month Ending February 28, 2023

Land Acquisition Funds:

Fla. Board of Administration @ 4.77%	\$	292,076.70	
Total Land Acquisition Funds			292,076.70

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 4.77%		40,298.61	
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Fla. Board of Administration Cypress Springs R&M Account @ 4.77%		<u>797,061.27</u>	
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Total Restricted Land Management Funds			<u>837,359.88</u>
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Total Land Acquisition, and Restricted Management Funds			<u>1,129,436.58</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u><u>\$ 40,474,343.29</u></u>
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Approved: \_\_\_\_\_  
Chairman or Executive Director

Date: April 13, 2023

**Northwest Florida Water Management District**  
**Statement of Sources and Uses of Funds**  
**For the Period ending February 28, 2023**  
**(Unaudited)**

	<b>Current Budget</b>	<b>Actuals Through 2/28/2023</b>	<b>Variance (under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 3,792,899	\$ 3,313,119	\$ (479,780)	87%
Intergovernmental Revenues	98,384,673	259,614	(98,125,059)	0%
Interest on Invested Funds	49,500	705,894	656,394	1426%
License and Permit Fees	655,000	301,555	(353,445)	46%
Other	2,495,263	326,546	(2,168,717)	13%
Fund Balance	29,459,952		(29,459,952)	0%
<b>Total Sources</b>	<b>\$ 134,837,287</b>	<b>\$ 4,906,728</b>	<b>\$ (129,930,559)</b>	<b>4%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances <sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated <sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$ 6,095,261	\$ 1,198,191	\$ 1,437,689	\$ 3,459,381	20%	43%
Acquisition, Restoration and Public Works	88,431,936	4,962,887	26,417,360	57,051,689	6%	35%
Operation and Maintenance of Lands and Works	7,518,827	3,136,485	1,880,688	2,501,654	42%	67%
Regulation	4,378,607	1,361,014	227,058	2,790,535	31%	36%
Outreach	145,141	58,321	755	86,065	40%	41%
Management and Administration	2,377,045	797,430	99,707	1,479,908	34%	38%
<b>Total Uses</b>	<b>\$ 108,946,817</b>	<b>\$ 11,514,328</b>	<b>\$ 30,063,257</b>	<b>\$ 67,369,232</b>	<b>11%</b>	<b>38%</b>
Reserves	25,890,470			25,890,470	0%	0%
<b>Total Uses and Reserves</b>	<b>\$ 134,837,287</b>	<b>\$ 11,514,328</b>	<b>\$ 30,063,257</b>	<b>\$ 93,259,702</b>	<b>9%</b>	<b>31%</b>

<sup>1</sup> Encumbrances represent unexpended balances of open purchase orders.

<sup>2</sup> Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This unaudited financial statement is prepared as of February 28, 2023, and covers the interim period since the most recent audited financial statements.

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

CHECKS	02/02/2023	\$	174,742.88
ACH TRANSFERS	02/03/2023		1,286,643.81
DIRECT DISBURSMENT	02/03/2023		70,280.59
RETIJREMENT	02/07/2022		163,569.08
CHECKS	02/09/2023		2,472,176.51
ACH TRANSFERS	02/10/2023		294,665.90
DIRECT DISBURSMENT	02/10/2023		60.00
CHECKS	02/16/2023		298,768.04
ACH TRANSFERS	02/17/2023		217,196.35
DIRECT DISBURSMENT	02/17/2023		12,515.36
CHECKS	02/23/2023		285,340.24
ACH TRANSFERS	02/24/2023		354,242.42
DIRECT DISBURSEMENT	02/24/2023		960.00
		\$	<u>5,631,161.18</u>

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Chairman or Executive Director

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April 13, 2023

Date

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5768	ALFORD BROTHERS INC	2/2/2023	90.80	MINOR REPAIRS FOR REG VEHICLES
95	AT&T	2/2/2023	350.08	PHONE SERVICE - EFO
4180	BANK OF AMERICA	2/2/2023	670.61	TRANSACTION FEE FOR EPERMITTING
4180	BANK OF AMERICA	2/2/2023	33.66	MONTHLY TRANSACTION FEES
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	2/2/2023	719.00	MEDICARE
5006	BROWN'S REFRIGERATION & EQUIPMENT CO.	2/2/2023	735.22	FILTER REPLACEMENT FOR ICE MACHINE
735	CARLTON APPRAISAL COMPANY	2/2/2023	13,000.00	APPRAISALS OF SEVEN PARCELS
5243	CARROLL APPRAISAL COMPANY, INC.	2/2/2023	7,200.00	REVIEW APPRAISALS OF SEVEN PARCELS
2713	FL DEPT OF AG. & CONSUMER SERVICES	2/2/2023	216.00	PRESCRIBED BURN ASSISTANCE
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/2/2023	60.06	LEGAL ADS FOR GOVERNING BOARD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/2/2023	24.92	RULEMAKING NOTICES-FAR
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/2/2023	20.30	FAR AD - RFP 23-002
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/2/2023	17.78	FAR AD AVAILABILITY OF FY 23-24 WATER PROJ FUNDS
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/2/2023	22.26	FAR AD - 40A-1.2026 - INGRESS AND EGRESS EASEMENTS
916	FPL NORTHWEST FLORIDA	2/2/2023	802.71	ELECTRIC DEFUNIAK OFFICE
4773	GABRIEL ROEDER SMITH & COMPANY	2/2/2023	4,500.00	FY 2022 OPEB VALUATION
391	GADSDEN COUNTY TAX COLLECTOR	2/2/2023	14.91	2022 POSTAGE DUE
5853	KENWORTH OF JACKSONVILLE INC	2/2/2023	132,738.00	2023 KENWORTH T880 TRACTOR
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/2/2023	167.36	KONICA MINOLTA COPIER LEASE RENEWAL
3266	LOWE'S COMPANIES INC.	2/2/2023	88.20	PVC PIPE / PAVERS
64	PANAMA CITY NEWS HERALD	2/2/2023	52.76	PUBLISH 2023 GBM SCHEDULE PANAMA CITY NEWS HERALD
5769	PRT USA, INC.	2/2/2023	450.00	2023 LONGLEAF PINE TUBELINGS
5764	SOUTHERN CLEANING SUPPLY LLC	2/2/2023	929.40	SUPPLIES
4832	SUN LIFE FINANCIAL	2/2/2023	5,287.04	DENTAL
4832	SUN LIFE FINANCIAL	2/2/2023	63.50	PREPAID DENTAL
4834	SUN LIFE FINANCIAL	2/2/2023	3,109.20	VOL LIFE
4834	SUN LIFE FINANCIAL	2/2/2023	80.75	EMPLOYEE ASSISTANCE PROGRAM
4834	SUN LIFE FINANCIAL	2/2/2023	973.14	VOL LIFE
4833	SUN LIFE FINANCIAL	2/2/2023	1,171.21	VOL LTD
5250	SUN LIFE FINANCIAL - VISION	2/2/2023	628.79	VISION
5867	TERRY WELLS	2/2/2023	126.00	TRAVEL REIMBURSEMENT
4626	WASTE PRO OF FLORIDA, INC	2/2/2023	187.04	SOLID WASTE - HQ
4626	WASTE PRO OF FLORIDA, INC	2/2/2023	212.18	DUMPSTER FOR ECONFINA OFFICE AND CANOE LAUNCH
<b>TOTAL CHECKS</b>			<b>\$ 174,742.88</b>	
3293	ANGUS G. ANDREWS, JR.	2/3/2023	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
5702	AUTO ALLEY INC	2/3/2023	158.09	MINOR REPAIRS FOR POOL VEHICLES AT HQ
5702	AUTO ALLEY INC	2/3/2023	79.39	MINOR REPAIRS FOR POOL VEHICLES AT HQ
5702	AUTO ALLEY INC	2/3/2023	1,678.17	MAJOR BRAKE REPAIR FOR WMD-96300
5871	AVS SYSTEMS INC	2/3/2023	198.00	SECURITY SYSTEM REPAIR-DFO
3638	B & B DUGGER, INC	2/3/2023	17,593.75	AGREEMENT FOR PRESCRIBED BURNI
3638	B & B DUGGER, INC	2/3/2023	71,662.50	AGREEMENT FOR PRESCRIBED BURNI
5902	BENJAMIN FAURE	2/3/2023	146.00	TRAVEL REIMBURSEMENT
611	CAROL L. BERT	2/3/2023	146.00	TRAVEL REIMBURSEMENT



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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
1617	CAPITAL HEALTH PLAN	2/3/2023	80,286.38	MEDICAL INSURANCE
5824	DAVID STANFORD	2/3/2023	110.00	TRAVEL REIMBURSEMENT
2453	ESCAMBIA COUNTY PROPERTY APPRAISER	2/3/2023	3,655.73	2ND QTR FY 22-23
2702	FISH AND WILDLIFE	2/3/2023	24,003.83	COOPERATIVE MGMT AGREEMENT # 14-070
2702	FISH AND WILDLIFE	2/3/2023	1,268.11	LAW ENFORCEMENT - CONTRACT NO. 11-012
5904	JACK FURNEY	2/3/2023	97.01	TRAVEL REIMBURSEMENT
4952	LAW, REDD, CRONA & MUNROE, P.A.	2/3/2023	1,248.50	INSPECTOR GENERAL SERVICES AGREEMENT 18-051
2516	HAINES J. LAYFIELD JR.	2/3/2023	146.00	TRAVEL REIMBURSEMENT
4091	THE SHOE BOX	2/3/2023	175.49	SAFETY BOOTS - JONES
4091	THE SHOE BOX	2/3/2023	105.75	RMD UNIFORM ORDER
4091	THE SHOE BOX	2/3/2023	850.00	JAMIE GILLEY SHOEBOX ORDER
3104	SOUTHERN WATER SERVICES, LLC	2/3/2023	250.00	QUARTERLY SAMPLING FOR ECONFINA FIELD OFFICE
5903	STARSKY HARRELL	2/3/2023	146.00	TRAVEL REIMBURSEMENT
5885	SYDNEY ARMSTRONG	2/3/2023	233.18	TRAVEL REIMBURSEMENT
5218	WAGEWORKS, INC.	2/3/2023	142.80	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
4618	WAKULLA COUNTY BOCC	2/3/2023	1,070,755.13	MAGNOLIA GARDEN SEWER SYSTEM E
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	472.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	449.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	350.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	390.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	2/3/2023	200.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
<b>TOTAL ACH TRANSFERS</b>			<b>1,286,643.81</b>	
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	2/3/2023	2,714.77	RETIREE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	2/3/2023	67,565.82	EMPLOYEE MEDICAL INSURANCE
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 70,280.59</b>	
<b>TOTAL AP</b>			<b>\$ 1,531,667.28</b>	
5768	ALFORD BROTHERS INC	2/9/2023	122.45	MINOR REPAIRS FOR REG VEHICLES
3784	CULLIGAN WATER SERVICES, INC	2/9/2023	10.00	REFUND WELL PERMIT #303332-3
3424	MIDTOWN PRINT CO.	2/9/2023	60.00	REG BUSINESS CARDS
4748	EAST MILTON WATER SYSTEM	2/9/2023	11.02	WATER - MILTON OFFICE
4518	ENGINEERED COOLING SERVICES, INC.	2/9/2023	424.50	ANNUAL MAINTENANCE ON LIEBERT A/C SR
2679	EXPRESS FORESTRY SERVICE, LLC	2/9/2023	62,815.88	30 YARD ROLL OFF CONTAINER
2701	FLORIDA MUNICIPAL INSURANCE TRUST	2/9/2023	3,177.00	FINAL AUDIT FY 21/22
5905	HAM PEANUT COMPANY	2/9/2023	1,500.00	REFUND WUP PERMIT #303474-1

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
3193	INSURANCE INFORMATION EXCHANGE	2/9/2023	107.90	BACKGROUND SCREENING
5795	JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS	2/9/2023	2,304,932.04	INDIAN SPRINGS SEWER PROJECT
4822	KING AIR SYSTEMS	2/9/2023	499.69	SERVICE CALL AND REPAIR TO AC UNIT IN SR
3266	LOWE'S COMPANIES INC.	2/9/2023	723.39	REC SITE SUPPLIES
56	MAC PAPERS INC. - TALLAHASSEE	2/9/2023	1,246.25	RESTOCK PAPER SUPPLY HQTRS
5765	SMYRNA READY MIX CONCRETE LLC	2/9/2023	910.00	CONCRETE - BOYNTON LANDING CAMPSITE PAVILION
3213	SHI INTERNATIONAL CORP	2/9/2023	69,855.48	MICROSOFT EA ANNUAL PAYMENT
5887	SWCA, INC	2/9/2023	470.00	PHASE II ARCHL SURVEY FOR HORN SPRING
110	TALQUIN ELECTRIC COOPERATIVE, INC.	2/9/2023	88.50	SECURITY LIGHTS - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	2/9/2023	747.20	WATER / SEWER - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	2/9/2023	3,545.21	ELECTRIC - HQ
3711	US POSTAL SERVICE-HASLER	2/9/2023	2,000.00	REPLENISH HQTRS POSTAGE METER
5612	WETLAND SOLUTIONS, INC.	2/9/2023	18,930.00	HYDROLOGIC & WATER QUALITY DAT
<b>TOTAL CHECKS</b>			<b>\$ 2,472,176.51</b>	
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	2/10/2023	11,385.00	AGREEMENT FOR PRESCRIBED BURNI
5702	AUTO ALLEY INC	2/10/2023	1,550.79	MAJOR REPAIRS TO WMD-2421
5702	AUTO ALLEY INC	2/10/2023	105.31	MINOR REPAIRS FOR POOL VEHICLES AT HQ
5871	AVS SYSTEMS INC	2/10/2023	75.00	DFO SECURITY
325	BAY CO. PROPERTY APPRAISER	2/10/2023	2,536.25	2ND QTR FY 22-23
325	BAY CO. PROPERTY APPRAISER	2/10/2023	2,536.25	1ST QTR FY 22-23
4742	BRECK BRANNEN	2/10/2023	163.76	TRAVEL REIMBURSEMENT
5687	COLLINS LAND SERVICES, INC.	2/10/2023	47,567.50	HURRICANE MICHAEL REPAIR
97	THE DEFUNIAK HERALD	2/10/2023	52.50	LEGAL ADS-WATER USE PERMITS
3126	DEWBERRY ENGINEERS, INC	2/10/2023	165,620.00	CONTRACTUAL SERVICES FOR RISK
3126	DEWBERRY ENGINEERS, INC	2/10/2023	39,911.10	CONTRACTUAL SERVICES FOR RISK
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	2/10/2023	7,248.52	YSI PRODSS HANDHELD WATER QUALITY METER
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	2/10/2023	155.93	YSI PRODSS HANDHELD WATER QUALITY METER
3942	A & W VENTURES, L.C.	2/10/2023	250.00	PORTABLE TOILET FOR PHIPPS PARK
61	ALABAMA COMMUNITY NEWSPAPERS	2/10/2023	59.00	PUBLISH 2023 GBM SCHEDULE IN THE JACKSON CO FL
5504	ANDREW JOSLYN	2/10/2023	91.67	TRAVEL REIMBURSEMENT
5368	KOUNTRY RENTAL NWF, INC.	2/10/2023	8,305.00	SERVICE FOR PORTABLE TOILETS-C
5894	ODESSA CLEANING SERVICE LLC	2/10/2023	525.00	ECONFINA FIELD OFFICE CLEANING
5614	ZACHARY J. SELLERS	2/10/2023	971.25	DFO JANITORIAL SERVICES
5614	ZACHARY J. SELLERS	2/10/2023	138.75	DFO JANITORIAL SERVICES
5651	SGS TECHNOLOGIE, LLC	2/10/2023	373.33	HOSTING & MAINTAINING DIST WEBSITE CON # 19-022
4799	STAPLES CONTRACT & COMMERCIAL, INC.	2/10/2023	13.94	OFFICE SUPPLIES AND CALENDARS
5885	SYDNEY ARMSTRONG	2/10/2023	298.15	TRAVEL REIMBURSEMENT
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	2/10/2023	4,481.90	RECREATION SITE CLEAN UP AND M
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	2/10/2023	200.00	JANITORIAL SERVICES FOR THE MILTON OFFICE
5884	TRE INDUSTRIES LLC	2/10/2023	50.00	LABORATORY TESTING
<b>TOTAL ACH TRANSFERS</b>			<b>\$ 294,665.90</b>	

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5707	REFUND PAYEEZY	2/10/2023	60.00	REFUND WELL PERMIT #306817
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 60.00</b>	
<b>TOTAL AP</b>			<b>\$ 2,766,902.41</b>	
5768	ALFORD BROTHERS INC	2/16/2023	97.38	MINOR REPAIRS FOR REG VEHICLES
5768	ALFORD BROTHERS INC	2/16/2023	49.95	MINOR REPAIRS FOR REG VEHICLES
5906	BURKETT PROFESSIONAL WELL SERVICE LLC	2/16/2023	150.00	REFUND LICENSE APPLICATION - WITHDRAWN
5910	COLVIN FARMS LLC	2/16/2023	29,250.00	PASS COST SHARE AGREEMENT
409	DAVIS SAFE & LOCK, INC	2/16/2023	23.00	RE-KEY HR OFFICE AND STORAGE DOOR LOCKS
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/16/2023	27.16	LEGAL ADS FOR GOVERNING BOARD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/16/2023	44.66	LEGAL ADS FOR GOVERNING BOARD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/16/2023	27.44	FAR AD - ITB 23B-002 - 2023 COTTON LANDING TIMBER
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/16/2023	25.34	FAR AD - 2023 FLORIDA FOREVER WMD WORK PLAN
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/16/2023	26.18	FAR AD - ITB 23B-003 - 2024 LONGLEAF PINE TUBELING
916	FPL NORTHWEST FLORIDA	2/16/2023	229.33	MILTON ELECTRIC
2291	GULF COAST ELECTRIC COOPERATIVE,INC	2/16/2023	308.92	ELECTRIC SERVICE - EFO
5907	GSE, INC	2/16/2023	150.00	REFUND FOR LICENSE APP FEE JEREMY BAILEY
3760	JOHN DEERE GOVERNMENT & NATL SALES	2/16/2023	105,846.04	JOHN DEERE UTILITY TRACTOR
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/16/2023	190.47	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/16/2023	101.46	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/16/2023	190.47	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/16/2023	227.27	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/16/2023	177.88	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/16/2023	183.48	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/16/2023	167.36	KONICA MINOLTA COPIER LEASE RENEWAL
5680	MCKENZIE MOTOR COMPANY	2/16/2023	69.45	MINOR REPAIRS FOR REG VEHICLES IN MILTON
423	OKALOOSA CO. TAX COLLECTOR	2/16/2023	2.00	PARCEL REFUND
71	PETTY CASH	2/16/2023	117.00	PETTY CASH
4068	RING POWER CORPORATION	2/16/2023	14,003.00	LANDS EQUIPMENT - 72 DIAMOND ROTARY MOWER
4068	RING POWER CORPORATION	2/16/2023	146,190.00	HURRICANE MICHAEL - EXCAVATOR
4577	SOUTHERN TIRE MART, LLC	2/16/2023	778.00	4 UTV TIRES 25X10.00-12 FOR KUBOTA
5737	TELECHECK SERVICES, INC.	2/16/2023	64.80	EPERMITTING FEES-TELECHECK
5737	TELECHECK SERVICES, INC.	2/16/2023	50.00	FEES FOR ONLINE PAYMENTS
<b>TOTAL CHECKS</b>			<b>\$ 298,768.04</b>	
3638	B & B DUGGER, INC	2/16/2023	47,433.50	AGREEMENT FOR PRESCRIBED BURNI
5450	CAITLIN BRONGEL	2/16/2023	348.44	TRAVEL REIMBURSEMENT
45	DMS	2/16/2023	658.98	DEFUNIAK LOCAL PHONE
45	DMS	2/16/2023	1,962.26	DEFUNIAK ETHERNET & LONG DISTANCE
45	DMS	2/16/2023	13.20	CONFERENCE CALLS

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
45	DMS	2/16/2023	1,555.28	HQ LOCAL
45	DMS	2/16/2023	19.60	HQ LONG DISTANCE
45	DMS	2/16/2023	96.28	MILTON LOCAL
45	DMS	2/16/2023	0.24	MILTON LONG DISTANCE
45	DMS	2/16/2023	16.23	AIRCARDS AND HOTSPOTS
45	DMS	2/16/2023	9,574.12	HQ ETHERNET
45	DMS	2/16/2023	2.36	LAN PORTS & INTRANET/INTERNET
4855	ENVIRON SERVICES INCORPORATED	2/16/2023	2,079.17	JANITORIAL SERVICES FOR HQ
3337	FORESTECH CONSULTING	2/16/2023	400.00	LAND MANAGEMENT DATABASE
2268	INNOVATIVE OFFICE SOLUTIONS, INC	2/16/2023	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037
5728	MERIT FIRST LLC	2/16/2023	36,750.00	HURRICANE SERVICE DEBRIS
3813	PENNINGTON, P.A.	2/16/2023	17,284.70	LEGAL COUNSEL
3813	PENNINGTON, P.A.	2/16/2023	75.00	TITLE EXAM AND COMMITMENT-MICKEY PARCEL
3813	PENNINGTON, P.A.	2/16/2023	300.00	TITLE EXAM AND COMMITMENT ON FOUR PARCELS
3813	PENNINGTON, P.A.	2/16/2023	75.00	TITLE SEARCH & COMMITMENT ON SURPLUS TRACT
5651	SGS TECHNOLOGIE, LLC	2/16/2023	480.00	CAPTCHA ADDED TO WEBSITE
5887	SWCA, INC	2/16/2023	11,500.00	PHASE II ARCH. SURVEY FOR HORN SPRING
5337	VANASSEE HANGEN BRUSTLIN, INC.	2/16/2023	8,460.00	AGREEMENT FOR AS NEEDED SERVIC
5218	WAGEWORKS, INC.	2/16/2023	56.55	COBRA ADMINISTRATION
3790	WILDLANDS SERVICE, INC.	2/16/2023	49,097.83	HURRICANE DEBRIS SERVICES
3790	WILDLANDS SERVICE, INC.	2/16/2023	28,120.61	RETURN OF PERFORMANCE BOND 20-078
<b>TOTAL ACH TRANSFERS</b>			<b>\$ 217,196.35</b>	
5707	REFUND PAYEEZY	2/17/2023	320.00	BIOME P309822 OVERPMT REFUND
5707	REFUND PAYEEZY	2/17/2023	70.00	COURTNEY LYNCH P288405-7 OVERPMT REFUND
2967	BANK OF AMERICA	2/17/2023	7,739.35	JANUARY 2023 P-CARD
2967	BANK OF AMERICA	2/17/2023	162.88	DFO VEHICLES CARWASH
2967	BANK OF AMERICA	2/17/2023	50.00	REG SUNPASS
2967	BANK OF AMERICA	2/17/2023	11.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	2/17/2023	11.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	2/17/2023	11.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	2/17/2023	29.95	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	2/17/2023	27.72	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	2/17/2023	85.60	DFO OFFICE SUPPLIES - AMAZON
2967	BANK OF AMERICA	2/17/2023	393.03	BATTERY OPERATED POLE SAW AND CHAINSAW AMAZON
2967	BANK OF AMERICA	2/17/2023	320.47	BOOTS FOR RX BURNING - AMAZON
2967	BANK OF AMERICA	2/17/2023	93.39	REG HQ OFFICE SUPPLIES-AMAZON
2967	BANK OF AMERICA	2/17/2023	1,188.00	DRONEDEPLOY SOFTWARE
2967	BANK OF AMERICA	2/17/2023	1,999.00	(10) ZOOM SOFTWARE LICENSES
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 12,515.36</b>	
<b>TOTAL AP</b>			<b>\$ 528,479.75</b>	

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5131	CITY OF DEFUNIAK SPRINGS	2/23/2023	216.90	CITY OF DEFUNIAK SPRINGS WATER/ SEWER
4676	CITY OF MILTON FLORIDA	2/23/2023	23.80	SEWER MILTON OFFICE
4676	CITY OF MILTON FLORIDA	2/23/2023	80.67	DUMPSTER SERVICE
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	2/23/2023	928.00	LABORATORY ANALYSIS - ECONFINA COLIFORM
3424	MIDTOWN PRINT CO.	2/23/2023	30.00	BUSINESS CARDS-BRUTON
5021	EVERITE TIME & EQUIPMENT, LLC	2/23/2023	625.00	LAKE JACKSON FENCE REPAIR
5021	EVERITE TIME & EQUIPMENT, LLC	2/23/2023	16.28	BULLDOG CHAIN LINK FENCE HINGE
5912	FLORIDA PANHANDLE TECHNICAL COLLEGE	2/23/2023	450.00	CDL TRAINING AND TEST FOR JAMEY GILLEY
5900	FLOYD W NELSON	2/23/2023	1,800.00	JELK TRACT CLEANUP
4109	BOARD OF COUNTY COMMISSIONERS	2/23/2023	250,012.50	LIGHTHOUSE UTILITIES FACILITIE
5474	HATCHER PUBLISHING INC	2/23/2023	31.00	LEGAL ADS-WATER USE PERMITS
5294	KRONOS, INCORPORATED	2/23/2023	13.40	KRONOS RENEWAL
3266	LOWE'S COMPANIES INC.	2/23/2023	673.23	SUPPLIES FROM LOWES
3266	LOWE'S COMPANIES INC.	2/23/2023	18.04	SUPPLIES FROM LOWES
3213	SHI INTERNATIONAL CORP	2/23/2023	13,386.90	SENTINELONE ANTIVIRUS SOFTWARE
3213	SHI INTERNATIONAL CORP	2/23/2023	4,361.90	SHAREPOINT MIGRATION
4577	SOUTHERN TIRE MART, LLC	2/23/2023	128.50	REPLACEMENT TIRE FOR TRAILER WMD96217
4557	VERIZON WIRELESS	2/23/2023	1,156.40	CELL PHONES AND JET PACKS
5612	WETLAND SOLUTIONS, INC.	2/23/2023	11,326.00	HYDROLOGIC & WATER QUALITY DAT
4038	WINDSTREAM COMMUNICATIONS	2/23/2023	61.72	800 NUMBERS & EFO LONG DISTANCE
<b>TOTAL CHECKS</b>			<b>\$ 285,340.24</b>	
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	2/24/2023	14,985.00	AGREEMENT FOR PRESCRIBED BURNI
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	2/24/2023	10,608.00	AGREEMENT FOR PRESCRIBED BURNI
4845	CALHOUN COUNTY SHERIFF'S OFFICE	2/24/2023	1,024.00	LAW ENFORCEMENT/SECURITY SERVI
1023	CAPITAL HITCH SERVICE, INC	2/24/2023	506.91	NEW TOOLBOX FOR WMD-96837
5687	COLLINS LAND SERVICES, INC.	2/24/2023	12,768.00	HURRICANE MICHAEL REPAIR
5749	DUMPSTER SERVICES LLC	2/24/2023	550.00	30 YARD ROLL OFF CONTAINER
4807	WEX BANK	2/24/2023	13,387.03	JANUARY 2023 FUEL / SERVICE PURCHASES
4807	WEX BANK	2/24/2023	1,037.40	WEX GPS TRACKING
2702	FISH AND WILDLIFE	2/24/2023	2,267.24	LAW ENFORCEMENT - CONTRACT NO. 11-012
3002	FLORIDA STATE UNIVERSITY	2/24/2023	451.15	OFFSITE DATA STORAGE
5504	ANDREW JOSLYN	2/24/2023	114.81	TRAVEL REIMBURSEMENT
5504	ANDREW JOSLYN	2/24/2023	96.00	TRAVEL REIMBURSEMENT
5146	MICHAEL CORRIE MANNION	2/24/2023	5,420.80	STAFF AUGMENTATION FOR CUSTOM APPLICATE #18-066
5728	MERIT FIRST LLC	2/24/2023	143,803.20	HURRICANE SERVICE DEBRIS
5434	PRESIDIO NETWORKED SOLUTIONS LLC	2/24/2023	14,472.08	VMWARE RENEWAL
5889	SOUTHERN DISASTER RECOVERY LLC	2/24/2023	118,000.00	AGREEMENT FOR RECOVERY EFFORTS
4968	WANTMAN GROUP, INC.	2/24/2023	1,450.00	PROFESSIONAL SURVEYING SERVICE
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	2/24/2023	13,300.80	LAW ENFORCEMENT AND SECURITY
<b>TOTAL ACH TRANSFERS</b>			<b>\$ 354,242.42</b>	
5707	REFUND PAYEEZY	2/24/2023	320.00	BETHANY WOMACK P309876 WITHDRAWAL REFUND

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5707	REFUND PAYEEZY	2/24/2023	640.00	RONALD REEVES P308960 WITHDRAWAL REFUND
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 960.00</b>	
<b>TOTAL AP</b>			<b>\$ 640,542.66</b>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
SCHEDULE OF DISBURSEMENTS  
PAYROLL  
FEBRUARY 2023

DIRECT DEPOSIT	02/10/2023	\$	232,270.63
CHECKS	02/10/2023		1,685.11
FLEX SPENDING TRANSFER	02/10/2023		1,368.66
DIRECT DEPOSIT	02/24/2023		233,073.15
CHECKS	02/24/2023		621.76
FLEX SPENDING TRANSFER	02/24/2023		1,368.66

\$ 470,387.97

APPROVED:

\_\_\_\_\_  
Chairman or Executive Director

\_\_\_\_\_  
April 13, 2023  
Date



Lyle Seigler  
Executive Director

## Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712  
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

### RESOLUTION NO. 915

#### Recognizing April 2023 as “Springs Protection Awareness Month” in northwest Florida

**WHEREAS**, northwest Florida is home to more than 250 springs, including five first magnitude springs, and

**WHEREAS**, springs are essential to the environment, economy, residents of, and visitors to, northwest Florida, and

**WHERE AS**, springs also provide important recreational resources and opportunities that are enjoyed by residents and visitors alike, and

**WHEREAS**, healthy springs reflect the Northwest Florida Water Management District’s commitment to water resource protection,

**NOW, THEREFORE**, Be It Resolved by the Governing Board of the Northwest Florida Water Management District:

That April 2023 is recognized as “Springs Protection Awareness Month.”

**ADOPTED AND APPROVED** this 13th day of April, 2023, A.D.

**ATTEST:**

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George Roberts, Chair

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Nick Patronis, Secretary-Treasurer

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

NICK PATRONIS  
Secretary  
Panama City

JOHN W. ALTER  
Malone

GUS ANDREWS  
DeFuniak Springs

TED EVERETT  
Chipley

KELLIE RALSTON  
Tallahassee

ANNA UPTON  
Tallahassee





Lyle Seigler  
Executive Director

## Northwest Florida Water Management District

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### RESOLUTION NO. 916

#### Resolution recognizing April 2023 as “Water Conservation Month” in northwest Florida

**WHERE AS,** water is a basic and essential need of every living creature; and

**WHERE AS,** the State of Florida and the Northwest Florida Water Management District work together to increase awareness about the importance of water conservation; and

**WHERE AS,** the State of Florida has designated April as Water Conservation Month, to educate citizens about how they can help save Florida’s precious water resources; and

**WHERE AS,** every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

**NOW, THEREFORE,** be it resolved that the Governing Board of the Northwest Florida Water Management District:

That April 2023 is recognized as “Water Conservation Month.”

**ADOPTED AND APPROVED** this 13th day of April, 2023, A.D.

**ATTEST:**

---

George Roberts, Chair

---

Nick Patronis, Secretary-Treasurer

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

NICK PATRONIS  
Secretary  
Panama City

JOHN W. ALTER  
Malone

GUS ANDREWS  
DeFuniak Springs

TED EVERETT  
Chipley

KELLIE RALSTON  
Tallahassee

ANNA UPTON  
Tallahassee

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## MEMORANDUM

TO: Governing Board

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

FROM: Jack Furney, Director, Division of Administrative Services

DATE: March 29, 2023

SUBJECT: Consideration of Amendment No. 3 to the Fiscal Year 2022-2023 Budget

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### Recommendation

Staff recommends the Governing Board adopt Resolution No. 917 amending the Fiscal Year 2022-2023 budget and allow staff to realign revenues and reserves to maintain the proper balance in each fund.

### Background

Amendment 3 realigns budget through transfers of \$778,894 across funds, activities, projects, and budget categories. This amendment does not increase or decrease the District's total budget.

Budget realignments include:

- \$274,061 in Salaries and Benefits and transfer of three positions between Divisions as described below:
  - Transfer one position from the Office of Executive Director (OED) and a total of \$123,782 to the Information Technology (IT) Bureau for the addition of an Infrastructure and Application Development Program Manager and a competitive pay adjustment.
  - Transfer one position and \$83,731 from the Resource Management Division (RMD) to the Asset Management Division to support lands resource administration activities related to conservation easements, mitigation properties, procurement, and community outreach.
  - Transfer one position from OED to RMD and a total of \$66,548 to support administration and oversight of grant programs and development and implementation of water resource assistance programs..
- \$200,000 category change within Activity 230 (Surface Water Projects) from Grants and Aids to Contracted Services for expenses paid directly to contractors instead of through grant awards.
- \$185,000 category and project change within Activity 112 (the MFL program) to support data collection and modeling needs for Jackson Blue MFL, increased sampling costs for Region II MFL, contractual costs for discharge measurements and index velocity rating activities at St. Marks River Rise MFL, and to replace outdated equipment.
- \$80,000 category change within Activity 230 (Surface Water Projects) from Operating Capital Outlay (OCO) to Operating Expenses for rental of a Marsh Master which was planned for purchase in FY 2022-23 but has been delayed to FY 2023-24.
- \$35,000 category change within Activity 310 (Land Management) from FCO to Operating Expenses for pavilion structures that are now less than \$5,000 each to construct.
- \$1,833 category change within Activity 440 (Other Regulatory and Enforcement Activities) from Operating Expense to OCO to provide sufficient budget for increase in replacement vehicle pricing.

- \$1,800 transfer between projects within Activity 120 (Research, Data Collection, Analysis and Monitoring) to provide sufficient budget for the replacement of a district-owned copier with a leased copier for use in the laboratory services building.
- \$1,200 category change within Activity 614 (Administrative Support) from Operating Expenses to Contracted Services to provide sufficient budget for increases in actuary services and bank fee expenses.

Summary of Fund Impact to Expense Budget:

<b><u>Fund Source</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>	<b><u>Impact</u></b>
General Fund	\$28,274	(\$52,003)	(\$23,729)
Land Acquisition Fund	0	(0)	0
Projects Fund	\$484,294	(\$514,893)	(\$30,599)
Lands Management Fund	\$138,073	(\$82,585)	\$55,488
Regulation Fund	\$44,384	(\$49,413)	(\$5,029)
Mitigation Fund	\$83,869	(\$80,000)	\$3,869
	<u>\$778,894</u>	<u>(\$778,894)</u>	<u>0</u>



Lyle Seigler  
Executive Director

# Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712  
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

## **RESOLUTION NO. 917 AMENDMENT NUMBER 3 TO FISCAL YEAR 2022-2023 BUDGET**

**WHEREAS**, chapters 200 and 373, Florida Statutes, require the Governing Board of the Northwest Florida Water Management District (District) to adopt a final budget for each fiscal year; and

**WHEREAS**, by Resolution No. 910, after a public hearing on September 22, 2022, the Governing Board of the District adopted a final budget for the District covering its proposed operations and other requirements for the ensuing fiscal year, beginning October 1, 2022 through September 30, 2023; and

**WHEREAS**, in accordance with section 189.016(7), Florida Statutes, the District will post the adopted amendment on its official website within five days after its adoption; and

**WHEREAS**, a budget amendment involves an action that transfers, increases, or decreases to total appropriated Fund amounts in the budget; and

**WHEREAS**, pursuant to section 120.525, Florida Statutes, the District has provided notice of its intention to amend the Budget in the published notification of the Governing Board meeting at which the amendment will be considered; and

**NOW THEREFORE BE IT RESOLVED** by the Governing Board of the Northwest Florida Water Management District, that:

The budget is hereby amended as summarized in the memorandum dated March 29, 2023, requesting Amendment No. 3 to the Fiscal Year 2022-2023 budget. Amendment No. 3 provides for budget transfers in the amount of \$778,894. This amendment recognizes the reallocation of budget authority and three positions within and across funds, programs, activities, projects, and budget categories to properly reflect activities performed and estimated costs. This amendment does not increase or decrease the District's total budget.

**ADOPTED AND APPROVED** this 13<sup>th</sup> day of April, 2023, A.D.

**ATTEST:**

\_\_\_\_\_  
George Roberts, Chair

\_\_\_\_\_  
Nick Patronis, Secretary-Treasurer

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

NICK PATRONIS  
Secretary  
Panama City

JOHN W. ALTER  
Malone

GUS ANDREWS  
DeFuniak Springs

TED EVERETT  
Chipley

KELLIE RALSTON  
Tallahassee

ANNA UPTON  
Tallahassee

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### **MEMORANDUM**

TO: Governing Board

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

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

DATE: March 29, 2023

SUBJECT: Consideration of FY 2023-24 Springs Restoration and Alternative Water Supply Funding Requests

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#### **Recommendation**

Staff recommends the Governing Board (1) approve the springs projects included in Table 1 totaling \$32,126,585, (2) approve the alternative water supply (AWS) projects included in Table 2 totaling \$32,941,137, (3) approve submittal of the springs and AWS projects to the Department of Environmental Protection (DEP) for funding consideration, and (4) authorize the Executive Director to enter into agreements with DEP and cooperators to receive up to the amounts requested and implement springs restoration and AWS projects as described, subject to budget authority and legal counsel review.

#### **Discussion**

The Florida Legislature has proposed \$50 million for FY 2023-2024 springs restoration and protection projects statewide. Projects eligible for consideration for springs restoration funding are capital projects that protect the quality and quantity of water that flows to and from springs and land acquisition projects to protect springs. Since this program's implementation in FY 2013-2014, more than \$120.9 million in springs restoration funding has been awarded in northwest Florida.

Additionally, the Legislature has proposed \$50 million for FY 2023-2024 AWS projects statewide. Projects eligible for consideration for state AWS funding include those that help communities plan for and implement conservation, reuse, and other alternative water supply and water resource development projects. Alternative water supply sources include reclaimed water, stormwater, surface water, brackish groundwater, desalination, and other non-traditional sources of water designated in a regional water supply plan.

In anticipation of legislative appropriation, the District issued a Notice of Funding Availability on December 8, 2022 for eligible springs restoration and protection and AWS projects, with applications due by February 22, 2023. As shown in Table 1, the District is requesting approximately \$32.1 million in FY 2023-24 funding from DEP to implement priority springs restoration projects in the Panhandle.

As shown in Table 2, the District is requesting approximately \$32.9 million in FY 2023-24 funding from DEP to implement priority AWS projects in the Panhandle. Table 2 lists projects received that have been evaluated as meeting state AWS funding eligibility guidelines. AWS projects are listed in

priority order based on staff evaluation of the projects according to the state AWS funding guidelines and in consideration of the District's approved Regional Water Supply Plan and overall water resource and community benefits.

Final approval of funding for the FY 2023-2024 springs and AWS projects is subject to project selection by DEP, the Governor's approval of the state's budget, and final adoption of the District's budget.

**Table 1. NFWMD FY 2023-24 Springs Restoration Funding Requests**

Spring Name	Project Name	County	Project Type	Project Description	Nitrogen Reduced (lbs/yr)	State Funding Requested	Local Match
Wakulla Spring	Crawfordville East Sewer Phase III	Wakulla	Wastewater Collection & Treatment	Continue septic to central sewer connection project for 120 additional homes in the Wakulla Spring PFA 2.	Up to 1,323 lbs/yr TN	\$5,548,419	\$0
Wakulla Spring	Crawfordville West Sewer Phase I	Wakulla	Wastewater Collection & Treatment	Continue septic to central sewer connection project for 58 additional homes in the Wakulla Spring PFA 2.	Up to 640 lbs/yr TN	\$2,248,011	\$0
Jackson Blue Spring	Indian Springs Sewer Phase 2C Completion and Phase 3 Design	Jackson	Wastewater Collection & Treatment	Complete construction for septic to central sewer connection for Indian Springs Phase 2C and design for Phase 2D on the south side of Merritts Mill Pond.	Up to 254 lbs/yr TN	\$5,055,149	\$0
Jackson Blue Spring	Blue Springs Road Sewer Phase 1 & 2 Completion, Phase 3 Design	Jackson	Wastewater Collection & Treatment	Complete construction for septic to central sewer connection for Blue Springs Road Phases 1 & 2 and design Phase 3 along Blue Spring Road.	Up to 331 lbs/yr TN	\$4,740,595	\$0
Jackson Blue Spring; Chipola River springs	Agricultural Livestock BMP Producer Cost Share Grant Program	Jackson; Calhoun	Agricultural BMPs	Expand agricultural cost-share program to include stand-alone livestock BMPs within the Chipola groundwater contribution area and Jackson BMAP springs area. Assist approximately 32 producers with stand-alone agricultural livestock retrofits and equipment to restore and protect springs.	56,000 - 76,000 lbs/yr TN, depending on BMPs selected	\$1,500,000	\$500,000
Wakulla Spring	Wakulla Middle School Sewage Treatment Plant Decommissioning	Wakulla	Wastewater Collection & Treatment	Decommission the existing Wakulla Middle School Wastewater Treatment Plant and provide a duplex grinder pump station and forcemain for a single connection from the School to Wakulla County's sewer collection system. The existing School WWTP is under an administrative order requiring it to meet BMAP nutrient criteria or connect to the County's system.	33 <sup>(a)</sup>	\$580,800	\$0
Wakulla Spring	Southside Triangle Sanitary Sewer Construction	Leon	Wastewater Collection & Treatment	Construct approximately 3,600 linear feet of sanitary sewer where sewer service is not available within areas of the Southside Triangle in southern Leon County. The Southside Triangle is bounded by Woodville Highway, Crawfordville Highway and Capital Circle Southeast. It is anticipated that installation of the new sewers will promote and encourage current property owners to connect to central sewers thereby eliminating existing septic tanks.	0	\$1,752,207	\$1,752,207

Spring Name	Project Name	County	Project Type	Project Description	Nitrogen Reduced (lbs/yr)	State Funding Requested	Local Match
Chipola River springs	Chipola River Stormwater Treatment Facility	Jackson	Stormwater; Land Acquisition	Construct stormwater treatment facility in the downtown core of Marianna on Dogwood Street, north of US 90, and near the Chipola River. The project will acquire ±2.0 acres that is located at an outfall serving over 78 acres of the urban downtown core of Marianna.	(b)	\$3,495,000	\$0
Chipola River springs	Pebble Hill Septic-to-Sewer	Jackson	Wastewater Collection & Treatment	Phase 1 of 3 to provide sewer service to residents located just south of the City of Marianna near Pebble Hill Road. The City's existing collection system ends approx. 2500 LF from this area. This phase will abandon approximately 20 OSTDS and create infrastructure for future OSTDS abandonments and prevent future OSTDS from being needed in the area.	Up to 154 lbs/yr TN	\$5,356,404	\$0
Chipola River springs	Marianna WWTP Flood Protection	Jackson	Stormwater; Land Acquisition	Construct improvements to reduce flooding risk to the City's WWTP and thereby reduce the opportunity for wastewater contamination to the Chipola River and adjacent springs. Improvements includes the purchase of adjacent properties to allow the City to construct a series of earthen embankments that would discourage floodwaters from reaching the treatment infrastructure.	(b)	\$1,850,000	\$0

**TOTAL, Table 1**

\$32,126,585

\$2,252,207

Notes

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

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



**Table 2. NFWFMD FY 2023-24 Alternative Water Supply Funding Requests**

Project Name	County or Region	Sponsor	Project Description	Quantity of Water Made Available (MGD)	Additional Storage Capacity (MG)	State Funding Requested	Local Match	TOTAL Project Cost
FRUS 2023/2024 Water Use Permit Booster Pump Station Improvements	Santa Rosa	Fairpoint Regional Utility System, Inc	The 2022 WUP for FRUS includes increased sand and gravel demand to continue to reduce use of the coastal Floridan aquifer. Improvements, consisting of three package booster pump stations (one master and two individual), are required to be constructed to meet the increased demand. The master booster pump station will serve the entire Fairpoint peninsula and Navarre Beach, including the City of Gulf Breeze, Midway Water System, and Holley Navarre Water System.	0.654	-	\$500,000	\$4,400,000	\$4,900,000
Laguna Beach S/D Area "C" Reclaimed Water System Expansion	Bay	City of Panama City Beach	Construct 17,100 LF of reclaimed water main serving 455 service connections in the Laguna Beach Subdivision.	0.0807	-	\$2,483,607	\$2,483,607	\$4,967,214
City of Freeport Water Reclaim Storage Tank Project	Walton	City of Freeport	Expand wastewater reuse through the installation of an elevated 750,000 gallon RW storage tank and booster system.	0.75	0.75	\$4,002,000	\$20,000	\$4,022,000
Reclaimed Water to Deer Moss Creek S/D	Okaloosa	City of Niceville	Construct 22,500 LF of 24" and 30" reclaimed water main and a second reclaimed water holding pond with high service pumps. The reclaimed water received from Okaloosa County will discharge into the new holding pond and the high service pumps will pump reclaimed water to Deer Moss Creek S/D.	0.875	-	\$2,970,000	\$2,970,000	\$5,940,000
Panama City Beach CRA Section 4.1 Reclaimed Water System Expansion	Bay	City of Panama City Beach	Construct 5,500 LF of reclaimed water main serving 89 commercial and residential properties on Front Beach Road from just east of State Road 79 eastward to Hills road.	0.0567	-	\$954,000	\$954,000	\$1,908,000
Panama City Beach CRA Section 4.2 Reclaimed Water System Expansion	Bay	City of Panama City Beach	Construct 6,920 LF of reclaimed water main serving 48 commercial and residential properties on Front Beach Road from just east of Hills Road eastward to Hutchinson Boulevard.	0.0306	-	\$954,000	\$954,000	\$1,908,000

Project Name	County or Region	Sponsor	Project Description	Quantity of Water Made Available (MGD)	Additional Storage Capacity (MG)	State Funding Requested	Local Match	TOTAL Project Cost
City of Quincy Water Meter Replacement	Gadsden	City of Quincy	Replace 4,200 water meters with new water meters, including meter ERT that allows for remote water meter reading to improve water measurement accuracy and conserve water.	(a)	-	\$504,000	\$97,200	\$601,200
Gulf County Golf Course Reuse Line	Gulf	Gulf County Board of County Commissioners	Construct 8 miles of reuse line that will be used for irrigation at the Gulf County Golf Course. Currently, the golf course uses groundwater for irrigation.	0.128	-	\$5,300,000	\$28,462,469	\$33,762,469
North Bay Reclaimed Water System	Bay	Bay County Board of County Commissioners	Design, engineer, and construct a reuse water system to supply the community of Southport and surrounding areas with beneficial reuse water and provide a reliable effluent disposal method for the North Bay WWTF. Includes approx. 5,425 LF of reuse line for the Southport Sports Complex, Emergency Operations Center, Gulf Coast State College North Campus, future residential developments and possibly a large industrial user.	0.18	-	\$3,000,000	\$3,000,000	\$6,000,000
Marianna Water Meter Replacement Project	Jackson	City of Marianna	Replace approximately 3,500 water meters within the City of Marianna's service system with new water service meters which can be read via a radio SCADA system to improve water measurement accuracy and conserve water.	(a)	-	\$1,080,000	\$3,560,000	\$4,640,000
Bonifay Water Meter Replacement Project	Holmes	City of Bonifay	Replace approximately 1,800 water meters including backflow preventors, within the City of Bonifay's water service area with new water service meters to improve water measurement accuracy and conserve water.	(a)	-	\$950,000	\$0	\$950,000
Jacob Water Meter Replacement Project	Jackson	City of Jacob	Replace the existing 175 water meters within the City of Jacob with new meters, including backflow preventors, associated appurtenances and AMI endpoints that allow for remote water reading to improve water measurement accuracy and conserve water.	(a)	-	\$400,000	\$0	\$400,000
Holt Water Works Water Meter Replacement	Okaloosa	Holt Water Works, Inc.	Replace 936 water meters within the Holt franchise area to improve water measurement accuracy and conserve water. The new meters will be read via a drive-by system with new software and hardware.	(a)	-	\$1,054,284	\$115,971	\$1,170,255

Project Name	County or Region	Sponsor	Project Description	Quantity of Water Made Available (MGD)	Additional Storage Capacity (MG)	State Funding Requested	Local Match	TOTAL Project Cost
City of Bristol Smart Meter Replacement	Liberty	City of Bristol	Replace approximately 900 manually-read water meters within the City of Bristol with new remotely-read smart water service meters to improve water measurement accuracy and conserve water.	(a)	-	\$675,000	\$0	\$675,000
Lanark West Sewer and Reclaimed Water Improvements	Franklin	City of Carrabelle	Construct 22,500 LF of vacuum main, 200 vacuum valve pits, and upgrades to the existing Lanark master vacuum station. The project will eliminate approximately 385 septic tanks and generate 100,000 GPD of reclaimed water, providing Carrabelle residents with sewer service, a safe water supply, and increased reclaimed water volume production.	0.1	-	\$6,460,500	\$0	\$6,460,500
Town of Century Water Meter Replacement 2023	Escambia	Town of Century	Replace approximately 1,319 water meters within the Town of Century's franchise area with new service lines and appurtenances including new water service meters from the main to the property line to improve water measurement accuracy and conserve water. The new meters will be read via a drive-by system with new software and hardware.	(a)	-	\$1,653,746	\$1,301,892	\$2,955,638

**TOTAL, Table 2**

\$32,941,137    \$48,319,139    \$81,260,276

Notes

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

**ORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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

FROM: Carol L. Bert, Asset Management Administrator

DATE: March 22, 2023

SUBJECT: Consideration of Grant of Right-of-Way Easement to Choctawhatchee Electric Cooperative, Inc. on District Land along Smokehouse Lake Road

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**Recommendation 1:**

Staff is asking the Governing Board to: (1) make a determination that the area needed for this right-of-way easement is not required only for District conservation purposes but can also be used to provide a right-of-way easement for providing an overhead distribution powerline, guy wires and anchors to Choctawhatchee Electric Cooperative, Inc. (CHELCO, Inc.); and (2) in furtherance thereof, grant the right-of-way easement to CHELCO, Inc.

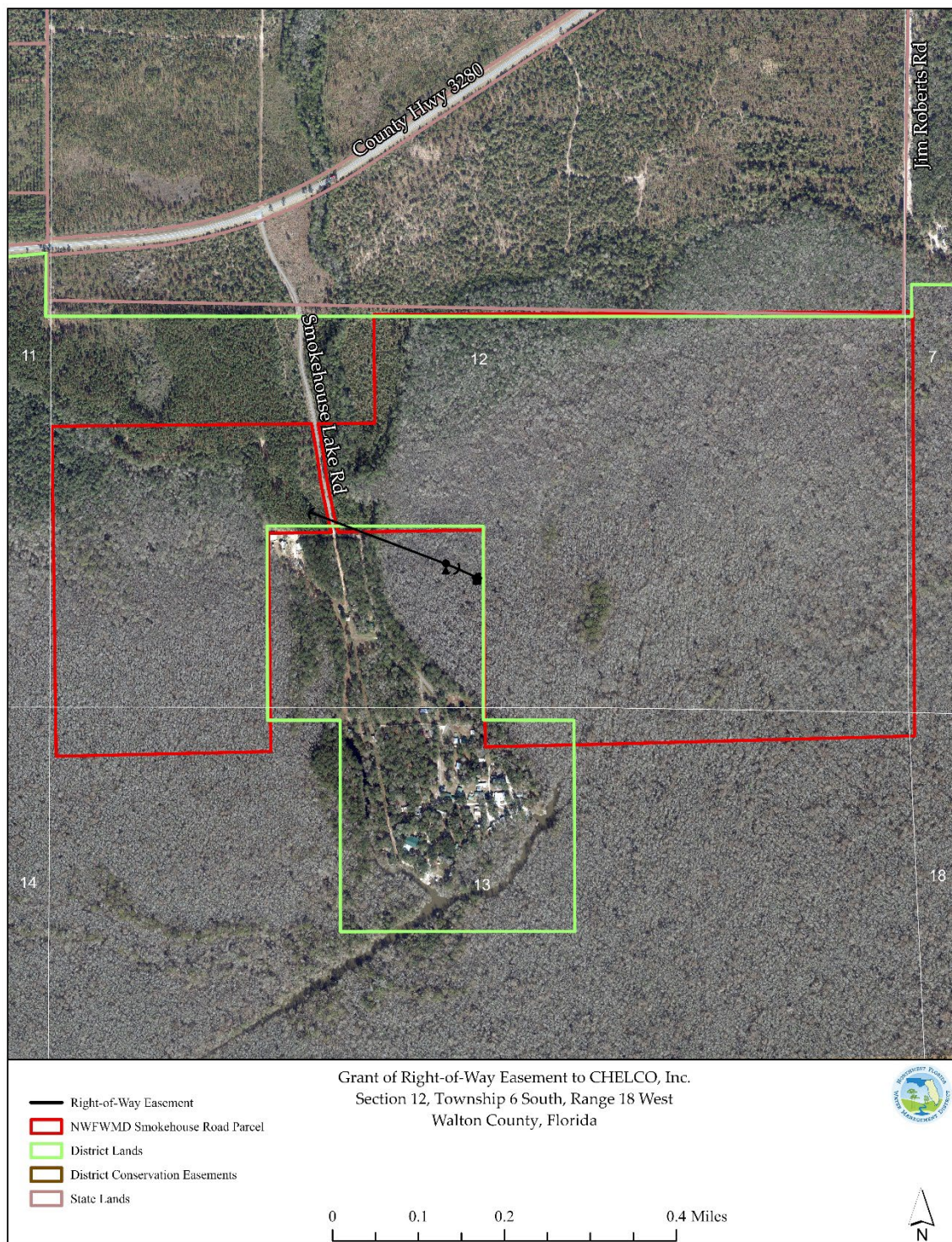
**Background:**

In early March, CHELCO Inc. contacted the District requesting a 15' right-of-way easement for an overhead distribution powerline. CHELCO has also requested the right to install and maintain guy wires and anchors outside the 15' easement on District land along Smokehouse Lake Road. The District acquired the land along Smokehouse Lake Road in 1985 from Southwest Forest Industries, Inc.

The right-of-way easement has been reviewed and approved by District legal counsel.

cb





**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: March 23, 2023

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

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**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 Benenati 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 Benenati 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 2.5 acres +/- in Washington County as shown on the attached maps from Ronald Benenati. The parcel is located west of Porter Pond Road and is primarily composed of xeric sandhill uplands.

The Benenati parcel is located within the Econfina Springs Groundwater Contribution Area, is ultimately 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 2.5 acres +/- is \$9,000. 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.

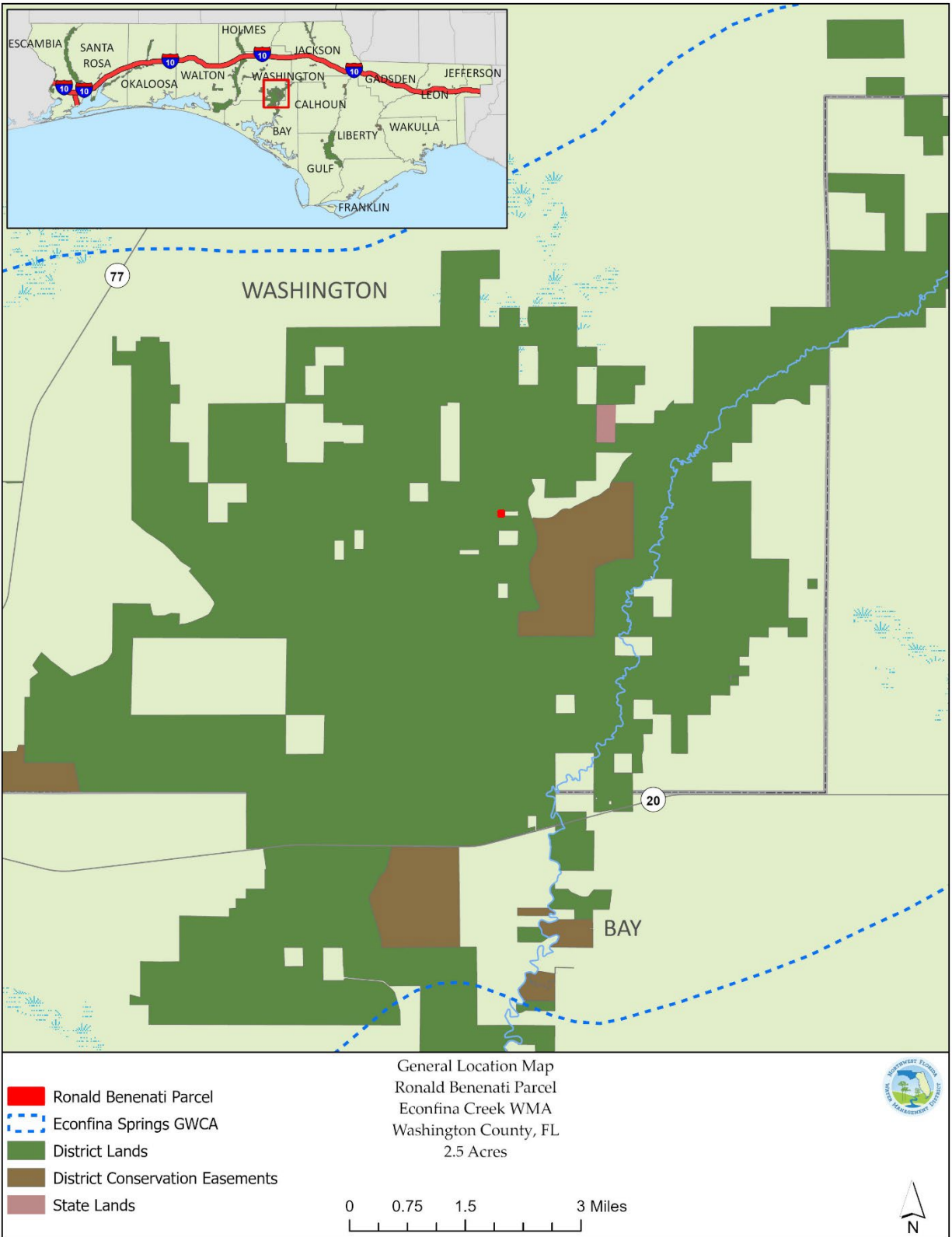
Boundary Map Acreage Certification. The District will hire Southeastern Surveying and Mapping Corporation to prepare a boundary map acreage certification on this parcel, not to exceed \$1,694.

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 \$175 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 **RONALD S. BENENATI**, an unmarried man, whose mailing address is 230 Meadow Vue Lane, Auburndale, FL 33823, 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 Nine Thousand and 00/100 Dollars (\$9,000.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$3,600.00 per acre ("Acre Price") for an estimated 2.5 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 2.5 acres or less than 2.5 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$3,600.00 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 \$3,600.00, 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 July 31, 2023, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2<sup>nd</sup> Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than July 31, 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: Ronald S. Benenati  
230 Meadow Vue Lane  
Auburndale, FL 33823

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 Ronald S. Benenati. 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 April 13, 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: \_\_\_\_\_  
**Ronald S. Benenati**

By: \_\_\_\_\_  
**George Roberts, Chair**

Date: \_\_\_\_\_

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 West  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 1 North, Range 13 West, 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 **RONALD S. BENENATI, an unmarried man** (the “Grantor”), whose address is: 230 Meadow Vue Lane, Auburndale, FL 33823, 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 West ½ of the North ½ of the South ½ of the Southeast ¼ of the Northeast ¼ of Section 17, Township 1 North, Range 13 West, Washington County, Florida.

Parcel ID No.: 00000000-00-0355-0000

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:

By: \_\_\_\_\_  
Ronald S. Benenati

\_\_\_\_\_  
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 Ronald S. Benenati. 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 Ronald S. Benenati, 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 West ½ of the North ½ of the South ½ of the Southeast ¼ of the Northeast ¼ of Section 17, Township 1 North, Range 13 West, 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:

Ronald S. Benenati: \_\_\_\_\_

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: \_\_\_\_\_  
Ronald S. Benenati

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Ronald S. Benenati.

\_\_\_\_ 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: March 23, 2023

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the Batten Parcels; Econfina Creek WMA

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#### **Recommendation:**

Staff recommends the Governing Board:

1. Accept the appraisals prepared by Carlton Appraisal Company and review appraisals prepared by Carroll Appraisal Company, Inc. for the Batten Parcels 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, receipt of the Seller's signature on the Agreement, and approval of the Agreement by legal counsel.

#### **Background:**

Staff obtained appraisals and review appraisals for the fee simple purchase of the Batten parcels. The appraisals were prepared by Carlton Appraisal Company and the review appraisals were 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 7.5 acres +/- in Washington County as shown on the attached maps from Gerald Batten. The parcels are located west of Porter Pond Road and are primarily composed of xeric sandhill uplands.

The Batten parcels are located within the Econfina Springs Groundwater Contribution Area, is ultimately 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 7.5 acres +/- is \$27,000. The purchase price does not include closing costs.

The purchase of these parcels 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.

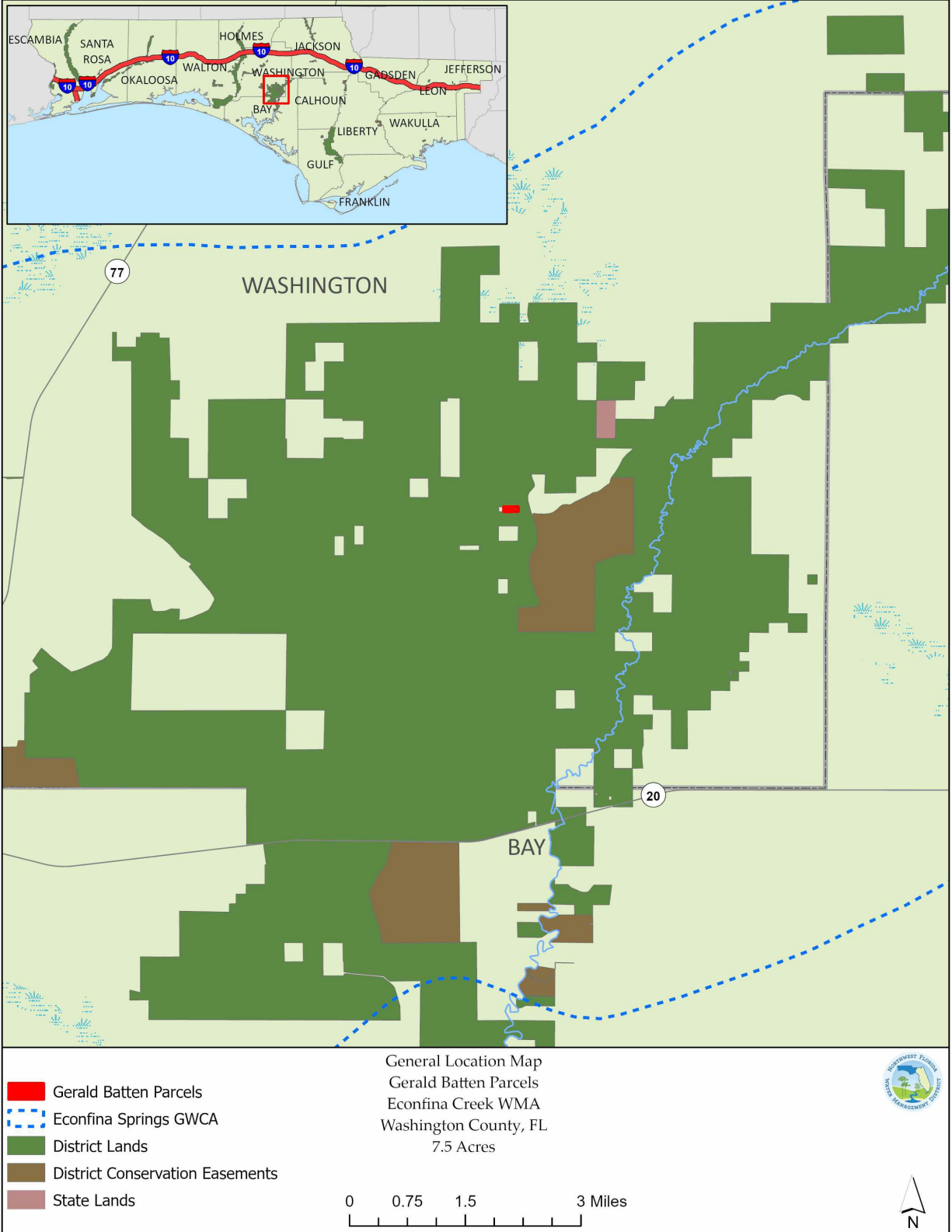
Appraisal. The District paid for the appraisals and review appraisals at a total cost of \$7,300.

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

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$2,250.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$380.25 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







- Gerald Batten Parcels
- NFWMD Owned Lands
- NFWMD Conservation Easements

Gerald Batten Parcels  
 Econfina Creek WMA  
 Section 17, Township 1 North, Range 13 West  
 Washington County, FL  
 7.5 Acres



0 375 750 1,500 Feet





## **PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between **GERALD A. BATTEN**, an unmarried man, whose mailing address is 210 14<sup>th</sup> St. NE, Naples, FL 34120, 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-Seven Thousand and 00/100 Dollars (\$27,000.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$3,600.00 per acre ("Acre Price") for an estimated 7.5 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 7.5 acres or less than 7.5 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$3,600.00 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 \$3,600.00, 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 July 31, 2023, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2<sup>nd</sup> Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than July 31, 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: Gerald A. Batten  
210 14<sup>th</sup> St. NE  
Naples, FL 34120

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 Gerald A. Batten. 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 appraisal reviews as to such appraisals;

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

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

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

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

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

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

26. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until April 13, 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: \_\_\_\_\_  
**Gerald A. Batten**

By: \_\_\_\_\_  
**George Roberts, Chair**

Date: \_\_\_\_\_

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:

East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the North Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 1 North, Range 13 West, Washington County, Florida.

AND

West  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the North Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 1 North, Range 13 West, Washington County, Florida.

AND

East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the North Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 1 North, Range 13 West, 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 **GERALD A. BATTEN, an unmarried man** (the “Grantor”), whose address is: 210 14<sup>th</sup> St. NE, Naples, FL 34120, 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”):

East ½ of the West ½ of the North Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 1 North, Range 13 West, Washington County, Florida.

Parcel ID No.: 00000000-00-0355-0001

AND

West ½ of the East ½ of the North Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 1 North, Range 13 West, Washington County Florida.

Parcel ID No.: 00000000-00-0355-0003

AND

East ½ of the East ½ of the North Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 1 North, Range 13 West, Washington County, Florida.

Parcel ID No.: 00000000-00-0355-0002

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:

By: \_\_\_\_\_  
Gerald A. Batten

\_\_\_\_\_  
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 Gerald A. Batten. 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 Gerald A. Batten, referred to herein as “Grantor”, who, being first duly sworn, depose and say that:

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

East ½ of the West ½ of the North Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 1 North, Range 13 West, Washington County, Florida.

AND

West ½ of the East ½ of the North Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 1 North, Range 13 West, Washington County Florida.

AND

East ½ of the East ½ of the North Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 1 North, Range 13 West, 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:

Gerald A. Batten: \_\_\_\_\_

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: \_\_\_\_\_  
Gerald A. Batten

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Gerald A. Batten.

\_\_\_\_ 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: March 23, 2023

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

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**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 Smith 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, receipt of the Seller's signature on 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 Smith 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 Steve Smith. The parcel is located northeast of Greenhead Road and south of Deadening Road and is composed primarily of lake bottom associated with Hamlin Lake.

The Smith 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 10 acres +/- is \$15,075. 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.

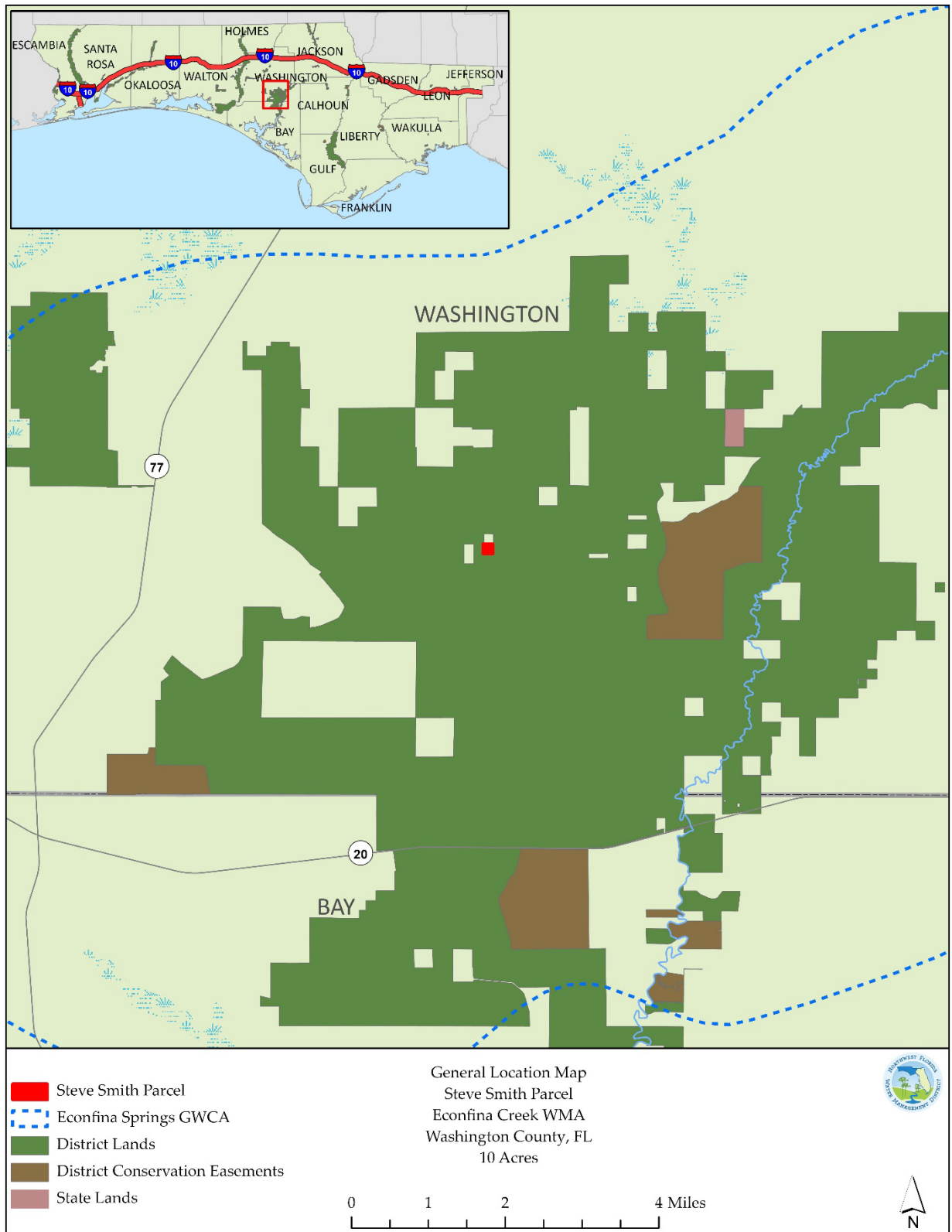
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$2,700.

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 \$175 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 **STEVE SMITH**, whose mailing address is P.O. Box 203, Falconer, NY 14733, 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 Fifteen Thousand Seventy-Five and 00/100 Dollars (\$15,075.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$1,507.50 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 \$1,507.50 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 \$1,507.50, 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 July 31, 2023, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2<sup>nd</sup> Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than July 31, 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: Steve Smith  
P.O. Box 203  
Falconer, NY 14733

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 Steve Smith. 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 April 13, 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: \_\_\_\_\_  
**Steve Smith**

By: \_\_\_\_\_  
**George Roberts, Chair**

Date: \_\_\_\_\_

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 NE  $\frac{1}{4}$  OF THE SE  $\frac{1}{4}$  OF THE SE  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 14 WEST, 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 **STEVE SMITH**, (the “Grantor”), whose address is: P.O. Box 203, Falconer, NY 14733, 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”):

THE NE ¼ OF THE SE ¼ OF THE SE ¼ OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 14 WEST, WASHINGTON COUNTY, FLORIDA.

Parcel ID No.: 00000000-00-3094-0000

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 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:

GRANTOR:

By: \_\_\_\_\_  
Steve Smith

\_\_\_\_\_  
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 Steve Smith. 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 Steve Smith, 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:

THE NE ¼ OF THE SE ¼ OF THE SE ¼ OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 14 WEST, 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 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:



Steve Smith: \_\_\_\_\_

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: \_\_\_\_\_  
Steve Smith

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Steve Smith.

\_\_\_\_ 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: March 15, 2023

SUBJECT: Consideration of ITB 23B-005 for Purchase of Longleaf Pine Tubelings

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#### **Recommendation**

Staff recommends the Governing Board approve the bid received in response to Invitation to Bid (ITB) 23B-005 for the purchase of longleaf pine tubelings and authorize the Executive Director to execute an agreement with Meeks Farm & Nursery, Inc., in an amount up to \$116,984 to facilitate this work subject to Fiscal Year 2023-24 budget approval and legal counsel review.

#### **Background**

In FY 2023-24, staff anticipates reforesting approximately 750 acres of disturbed longleaf pine forest within the Apalachicola River, Chipola River, Econfinia Creek and Perdido River Water Management Areas as well as Elinor Klapp-Phipps Park in Tallahassee. Approximately 300 acres of the FY 2023-24 longleaf pine reforestation will occur on sites previously clearcut under standard timber sale processes, while approximately 400 acres of the reforestation will occur on acreage that was impacted by Hurricane Michael and subsequently cleared through salvage timber harvest and other site restoration projects. The remaining 50 acres of longleaf pine planting will occur on District restoration sites at Elinor Klapp-Phipps Park and Perdido River Water Management Area.

To meet the planting needs for FY 2023-24, the District will need to purchase approximately 550,000 longleaf pine tubelings.

On January 31, 2023, the District issued Invitation to Bid (ITB) 23B-003 for the purchase of longleaf pine tubelings needed to facilitate reforestation efforts on District lands in January/February 2024\*. No Bids were received for the original ITB, therefore on February 24, 2023, the District issued ITB 23B-005. Both ITB's were advertised on the District's website, the My Florida Market Place Vendor Information Portal, and posted in the Florida Administrative Register.

On March 13, 2023 at 2:00 p.m. EDT, the District received one sealed bid in response to the ITB. The bid received is listed below for your consideration.

<b>COMPANY NAME</b>	<b>PRICE PER THOUSAND TUBELINGS FY 2023/24</b>	<b>FY 2023/24 TOTAL BID* (Includes Delivery and Refrigerated Trailer Rental)</b>
Meeks Farm & Nursery, Inc.	\$200.00	\$ 116,984.00

*\* An estimated purchase and delivery of 550,000 longleaf pine tubelings to the District's Econfina Field Office in January 2024, including delivery and refrigerated trailer rental was used as a minimum quantity for bid purposes. Actual longleaf tubeling quantities and delivery services may differ from this quantity and all compensation will be based on the unit costs bid listed on the contractors submitted bid.*

Per District Policy and Procedures Manual 6.3.10 “If less than two responsive bids, proposals, or replies for commodities or contractual services for purchases over \$35,000 are received, the District may negotiate on the best terms and conditions. The District shall document the reasons that such action is in the best interest of the District in lieu of resoliciting competitive sealed bids, proposals, or replies, and maintain the documentation in the contract’s file.” The following paragraph shall document the reasons that this action is in the best interest of the District in lieu of resoliciting competitive sealed bids.

It is the opinion of District staff that due to the timeframe needed to grow longleaf pine tubelings to obtain the desired age tubelings in time for the January/February 2024 planting period, time is of the essence in securing a contractor to ensure an adequate number of longleaf pine tubelings are provided to the District to complete the necessary reforestation activities in January/February 2024. The District solicited sealed bids on two separate opportunities. The price quoted per longleaf tubeling (\$0.20 cents each) is still competitively below the average cost of \$0.25 cents per tubeling because of the quantity specified in the bid.

Each year, District staff apply for an Arbor Day Foundation Grant to help offset the costs of longleaf pine tubelings. In 2021, the District applied for and was awarded \$246,426.05 to plant 1,533,472 pine tubelings. In 2022, the District was awarded \$254,893.43 for planting 1,254,528 longleaf pine tubelings. The District intends to apply for the full amount of \$116,984.00 in September 2023 for planting 550,000 longleaf pine tubelings, subject to Governing Board approval.

BF/

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: March 30, 2023

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