

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Thursday, June 8, 2023
34 Forbes Street
Apalachicola, Florida 32320**

1. Opening Ceremonies

Called to order at 1:07 p.m.

Caitlin Brongel called the roll and a quorum was declared present.

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

Absent: None.

2. Special Thanks and Recognition

Josh Tatum received the employee of the quarter award.

3. Changes to the Agenda

None.

4. Consideration of the following Items Collectively by Consent:

MOTIONED BY ANNA UPTON, SECONDED BY JERRY PATE, THAT THE GOVERNING BOARD APPROVE ITEMS A, B, C, AND D IN THE CONSENT AGENDA CONTINGENT UPON LEGAL REVIEW AND OTHER ACTIONS AS REQUIRED BY FLORIDA STATUTES. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

A. Approval of the Minutes for May 11, 2023

Approve the Minutes for May 11, 2023, Governing Board meeting.

B. Approval of the Financial Reports for the Month of April 2023

Approve the Financial Reports for the Month of April 2023.

C. Consideration of Revenue Contract with the Florida Department of Environmental Protection for Continued Integrated Water Resource Monitoring

Authorize the Executive Director to execute an agreement or an amendment to the current agreement for continuation of the Integrated Water Resources Monitoring program with a contract amount of up to \$150,000 for the period of July 1, 2023, through June 30, 2024.

D. Approval of Resolution Nos. 922, 923, and 924 to the Florida Department of Environmental Protection for Acquisition of the Batten, Benenati, and Smith Parcels; Econfinia Creek WMA

Approve and adopt Resolution Nos. 922, 923, and 924 to the Florida Department of Environmental Protection for the Batten, Benenati, and Smith acquisitions in the Econfina Springs Groundwater Contribution Area.

5. Overview of Payment in Lieu of Taxes for 2022

Informational purposes only.

6. Overview of Fiscal Year 2023-2024 Tentative Budget

Informational purposes only.

7. Consideration of Inflationary Pay Increase

MOTIONED BY NICK PATRONIS, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE A 5% INFLATIONARY PAY INCREASE FOR DISTRICT FULL-TIME EQUIVALENT POSITIONS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Grant Agreement Extension for the Bay County North Bay Reuse Project

MOTIONED BY JERRY PATE, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE EXTENDING THE GRANT AGREEMENT FOR THE BAY COUNTY NORTH BAY WASTEWATER REUSE PROJECT TO DECEMBER 31, 2024. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Consideration of the Lake Jackson Greenway Shared Use Trail Across District-Owned Property

MOTIONED BY JERRY PATE, SECONDED BY ANNA UPTON, THAT THE GOVERNING BOARD TABLE THE ITEM. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Consideration of the Report on Properties Reviewed by the Land Management Review Team

MOTIONED BY JERRY PATE, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD ACCEPT THE MEMO AND AVAILABLE REPORT ON THE EAST REGION LAND MANAGEMENT PLAN REVIEWS AS THE REPORT ON LAND MANAGEMENT REVIEW TEAM FINDINGS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

11. Legal Counsel Report

Gene Adams stated there are no pending cases in which the District is a party.

12. Executive Director Report

Lyle Seigler recognized Joe Taylor with Franklin's Promise.

Meeting was adjourned at 1:54 p.m.

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

Balance Forward - Operating Funds		\$39,726,331.82	
Operating Funds Received in current month:			
Revenue Receipts, Current	\$305,444.00		
Contracts Receivable	3,041.71		
Other Deposits/Refunds/Adjustments	83,270.75		
Transfers from Lands Accounts	0.00		
Total Deposits during month		<u>391,756.46</u>	
Total Deposits and Balance Forward			\$ 40,118,088.28
Disbursements:			
Employee Salaries		561,548.49	
Employee Benefits		187,097.68	
Employee Flexible Spending Account		0.00	
Contractual Services (Professional)		513,509.90	
Operating Expenses - Services		85,088.74	
Operating Expenses - Commodities		49,187.09	
Operating Capital Outlay		132,292.95	
Grants and Aids		<u>3,045,500.44</u>	
Total Operating Expenses during month		4,574,225.29	
Payables, Prior Year		0.00	
Other Disbursements or (Credits)		<u>17,247.44</u>	
Total Funds Disbursed by check during month		4,591,472.73	
Bank Debits (Fees, Deposit Slips, AMEX fees, etc.)		0.00	
Transfer to Land Acquisition Account		<u>0.00</u>	
Total Funds Disbursed			<u>4,591,472.73</u>
Cash Balance Operating Funds at month end			\$ 35,526,615.55
Operating Depositories:			
Petty Cash Fund		250.25	
General Fund Checking		1,067,121.15	
Payroll Account		6,000.00	
Passthrough (EFT) Account		1.27	
Investment Accounts @ 5.23%			
General Fund		12,893,961.52	
Lands Fee Fund		4,238,910.14	
Ecosystem TF		60,466.14	
Water Prot. & Sust. Program TF		100,866.40	
Okaloosa Regional Reuse		1,175,933.77	
Mitigation Fund		<u>15,983,104.91</u>	
Total Operating Depositories at month end	\$	35,526,615.55	

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

Land Acquisition Funds:

Fla. Board of Administration @ 5.23%	\$ 295,804.76	
Total Land Acquisition Funds		295,804.76

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 5.23%	40,812.95	
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Fla. Board of Administration Cypress Springs R&M Account @ 5.23%	<u>807,234.91</u>	
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Total Restricted Land Management Funds		<u>848,047.86</u>
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Total Land Acquisition, and Restricted Management Funds		<u>1,143,852.62</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 36,670,468.17</u></u>
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Approved: _____
Chairman or Executive Director

Date: July 13, 2023

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

	Current Budget	Actuals Through 5/31/2023	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,792,899	\$ 3,567,791	\$ (225,108)	94%
Intergovernmental Revenues	98,388,542	10,650,705	(87,737,837)	11%
Interest on Invested Funds	49,500	1,174,499	1,124,999	2373%
License and Permit Fees	655,000	479,062	(175,938)	73%
Other	2,495,263	359,078	(2,136,185)	14%
Fund Balance	32,689,515		(32,689,515)	0%
Total Sources	\$ 138,070,719	\$ 16,231,134	\$ (121,839,585)	12%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 6,034,787	\$ 2,027,749	\$ 1,988,412	\$ 2,018,626	34%	67%
Acquisition, Restoration and Public Works	88,462,460	9,426,830	29,131,936	49,903,694	11%	44%
Operation and Maintenance of Lands and Works	7,574,315	4,973,947	990,540	1,609,828	66%	79%
Regulation	4,373,578	2,204,618	188,001	1,980,958	50%	55%
Outreach	145,141	89,318	614	55,209	62%	62%
Management and Administration	2,356,536	1,289,555	62,131	1,004,850	55%	57%
Total Uses	\$ 108,946,817	\$ 20,012,018	\$ 32,361,635	\$ 56,573,164	18%	48%
Reserves	29,123,902			29,123,902	0%	0%
Total Uses and Reserves	\$ 138,070,719	\$ 20,012,018	\$ 32,361,635	\$ 85,697,066	14%	38%

¹ Encumbrances represent unexpended balances of open purchase orders.

² Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This unaudited financial statement is prepared as of May 31, 2023, and covers the interim period since the most recent audited financial statements.

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

CHECKS	05/04/2023	\$ 58,786.77
ACH TRANSFERS	05/04/2023	855,081.53
DIRECT DISBURSEMENTS	05/05/2023	84,961.60
CHECKS	05/11/2023	145,592.67
ACH TRANSFERS	05/12/2023	172,520.00
DIRECT DISBURSEMENTS	05/12/2023	530.00
CHECKS	05/18/2023	106,079.57
ACH TRANSFERS	05/19/2023	1,993,878.47
DIRECT DISBURSEMENTS	05/19/2023	8,290.43
VOIDED CHECKS	05/23/2023	-1,656.47
CHECKS	05/25/2023	442,572.84
ACH TRANSFERS	05/25/2023	53,904.05
DIRECT DISBURSEMENTS	05/26/2023	95,792.95
RETIREMENT	05/26/2023	85,063.26
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		\$ 4,101,397.67

Chairman or Executive Director

July 13, 2023
Date

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5127	ALAN JAY FLEET SALES	5/4/2023	36,500.00	2023 REG FORD EXPLORER 4WD 2.3 V4 4WD
5768	ALFORD BROTHERS INC	5/4/2023	423.45	MINOR REPAIRS FOR REG VEHICLES
5768	ALFORD BROTHERS INC	5/4/2023	207.35	MINOR REPAIRS FOR REG VEHICLES
5936	ANDREW MIXON	5/4/2023	2,500.00	REFUND WUP PERMIT #6432-3
4180	BANK OF AMERICA	5/4/2023	966.85	TRANSACTION FEE FOR EPERMITTING
4180	BANK OF AMERICA	5/4/2023	45.33	MONTHLY TRANSACTION FEES
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	5/4/2023	719.00	MEDICARE
5131	CITY OF DEFUNIAK SPRINGS	5/4/2023	217.67	WATER / SEWER DEFUNIAK SPRINGS
4518	ENGINEERED COOLING SERVICES, INC.	5/4/2023	424.50	ANNUAL MAINTENANCE ON LIEBERT A/C SERVER ROOM
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	5/4/2023	80.50	FAR AD - RULE MAKING -INGRESS AND EGRESS EASEMENTS
916	FPL NORTHWEST FLORIDA	5/4/2023	535.33	DEFUNIAK ELECTRIC
5872	FUSION FLEET SERVICES LLC	5/4/2023	256.92	INSTALL/REMOVAL OF GPS UNITS IN FLEET VEHICLES
391	GADSDEN COUNTY TAX COLLECTOR	5/4/2023	119.55	TAG AND REGISTRATION FOR 2023 REG EXPLORER
391	GADSDEN COUNTY TAX COLLECTOR	5/4/2023	42.50	BOAT REGISTRATION RENEWAL-RMD-ASSET MANAGEMENT
410	GULF COUNTY TAX COLLECTOR	5/4/2023	1.62	PARCEL REFUNDS
624	MARPAN SUPPLY COMPANY, INC.	5/4/2023	171.95	AMERICAN AND STATE OF FLORIDA FLAGS FOR HQ
5765	SMYRNA READY MIX CONCRETE LLC	5/4/2023	856.00	CONCRETE - PAVILIONS
3213	SHI INTERNATIONAL CORP	5/4/2023	3,391.84	SHAREPOINT MIGRATION
4832	SUN LIFE FINANCIAL	5/4/2023	4,997.64	DENTAL
4832	SUN LIFE FINANCIAL	5/4/2023	63.50	PREPAID DENTAL
4834	SUN LIFE FINANCIAL	5/4/2023	79.05	EMPLOYEE ASSISTANCE PROGRAM
4834	SUN LIFE FINANCIAL	5/4/2023	948.78	LIFE INSURANCE
4834	SUN LIFE FINANCIAL	5/4/2023	3,184.71	VOL LIFE
4833	SUN LIFE FINANCIAL	5/4/2023	1,113.96	VOL LTD
5250	SUN LIFE FINANCIAL - VISION	5/4/2023	539.55	VISION
4626	WASTE PRO OF FLORIDA, INC	5/4/2023	187.04	SOLID WASTE - HQ
4626	WASTE PRO OF FLORIDA, INC	5/4/2023	212.18	DUMPSTER FOR ECONFINA OFFICE AND CANOE LAUNCH
TOTAL CHECKS			\$ 58,786.77	
3293	ANGUS G. ANDREWS, JR.	5/4/2023	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
5089	ATKINS NORTH AMERICA, INC.	5/4/2023	15,663.00	PEA ENGINEERING SERVICES
3638	B & B DUGGER, INC	5/4/2023	26,843.75	AGREEMENT FOR PRESCRIBED BURNI
1617	CAPITAL HEALTH PLAN	5/4/2023	89,992.42	MEDICAL INSURANCE
2702	FISH AND WILDLIFE	5/4/2023	23,642.10	COOPERATIVE MGMT AGREEMENT # 14-070
3002	FLORIDA STATE UNIVERSITY	5/4/2023	451.15	OFFSITE DATA STORAGE
4961	PETER FOLLAND	5/4/2023	110.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	5/4/2023	110.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	5/4/2023	126.00	TRAVEL REIMBURSEMENT
3942	A & W VENTURES, L.C.	5/4/2023	250.00	PORTABLE TOILET FOR PHIPPS PARK
5925	IAN WATERS	5/4/2023	126.00	TRAVEL REIMBURSEMENT
5925	IAN WATERS	5/4/2023	110.00	TRAVEL REIMBURSEMENT
5227	MAC'S AUTO SERVICE	5/4/2023	967.84	REPAIRS ON WMD2436
5651	SGS TECHNOLOGIE, LLC	5/4/2023	373.33	HOSTING & MAINTAINING DIST WEBSITE CON # 19-022

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4091	THE SHOE BOX	5/4/2023	155.70	UNIFORM ORDER FOR LANDS- LAUREN SPEARS
4091	THE SHOE BOX	5/4/2023	357.00	UNIFORM ORDER FOR LANDS- STEEL DUTTON
4799	STAPLES CONTRACT & COMMERCIAL, INC.	5/4/2023	20.95	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	5/4/2023	9.50	OFFICE SUPPLIES
5218	WAGeworks, INC.	5/4/2023	168.30	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
4618	WAKULLA COUNTY BOCC	5/4/2023	671,959.29	WAKULLA COUNTY SEWER EXPANSION
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	5/4/2023	12,137.20	LAW ENFORCEMENT AND SECURITY
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	472.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	449.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	350.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	390.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	5/4/2023	200.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
TOTAL ACH TRANSFERS			\$ 855,081.53	
5707	REFUND PAYEEZY	5/5/2023	50.00	REFUND WELLS PERMIT #308933-1 FOR OVERPAYMENT
5707	REFUND PAYEEZY	5/5/2023	70.00	DANIEL FOULK P288030-8 CONCEPTUAL FOLLOW-UP REFUND
5707	REFUND PAYEEZY	5/5/2023	100.00	BEN FAUST P311181 WITHDRAWAL REFUND
5707	REFUND PAYEEZY	5/5/2023	100.00	MARK SINER P310651 EPERMIT DISCOUNT REFUND
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	5/5/2023	3,526.73	RETIREE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	5/5/2023	81,114.87	EMPLOYEE MEDICAL INSURANCE
TOTAL DIRECT DISBURSEMENTS			\$ 84,961.60	
TOTAL AP			\$ 998,829.90	
5371	3 J FARMS LLC	5/11/2023	23,725.35	AG PASS COST SHARE AGREEMENT
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	5/11/2023	150.00	DIAGNOSTIC FOR LIEBERT AT HQ
3784	CULLIGAN WATER SERVICES, INC	5/11/2023	50.00	REFUND WELL PERMIT #309908-1 WITHDRAWN
3784	CULLIGAN WATER SERVICES, INC	5/11/2023	50.00	REFUND WELL PERMIT #309910-1 WITHDRAWN
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	5/11/2023	912.00	LABORATORY ANALYSIS - ECONFINA COLIFORM
4748	EAST MILTON WATER SYSTEM	5/11/2023	15.69	WATER - MILTON OFFICE
916	FPL NORTHWEST FLORIDA	5/11/2023	225.98	MILTON ELECTRIC
3193	INSURANCE INFORMATION EXCHANGE	5/11/2023	53.80	BACKGROUND SCREENING
5941	KENYON JAMES MORRIS	5/11/2023	2,702.70	AG PASS COST SHARE AGREEMENT
5752	MARCUS BISHOP FARMS LLC	5/11/2023	56,250.00	AG PASS COST SHARE AGREEMENT
5338	CLYDE R MONEYHAM, JR.	5/11/2023	3,465.00	AG PASS COST SHARE AGREEMENT

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5626	NATIONAL TIRE BROKERS CORPORATION	5/11/2023	385.92	TIRES FOR WMD-2420
5626	NATIONAL TIRE BROKERS CORPORATION	5/11/2023	463.38	TIRES FOR VEHICLE #2413
3406	NEECE TRUCK TIRE CENTER INC.	5/11/2023	55.65	MINOR REPAIRS FOR LAB VEHICLES
5435	NV5 GEOSPATIAL INC	5/11/2023	7,638.40	PARCEL DATA
1205	OFFICE DEPOT, INC.	5/11/2023	117.79	OFFICE SUPPLIES DEFUNIAK SPRINGS OFFICE
62	PENSACOLA NEWS-JOURNAL	5/11/2023	156.10	LEGAL ADS-WATER USE PERMITS
4892	JEFF & GINGER PITTMAN PARTNERSHIP	5/11/2023	44,234.85	AG PASS COST SHARE AGREEMENT
5223	SOUTHERN HABITATS, LLC	5/11/2023	140.00	SEED STORAGE
4577	SOUTHERN TIRE MART, LLC	5/11/2023	743.92	WMD 2425 TIRES
110	TALQUIN ELECTRIC COOPERATIVE, INC.	5/11/2023	332.56	WATER / SEWER - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	5/11/2023	88.50	SECURITY LIGHTS - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	5/11/2023	3,383.84	ELECTRIC - HQ
5940	VICTOR DIAZ	5/11/2023	15.00	WELL PERMIT REFUND 311535-1 OVERPAYMENT
5855	WASTE AWAY GROUP INC	5/11/2023	236.24	DUMPSTER SERVICES FOR COTTON LANDING
TOTAL CHECKS			\$ 145,592.67	
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	5/12/2023	7,321.84	ANALYSIS OF FRESHWATER & ESTUA
325	BAY CO. PROPERTY APPRAISER	5/12/2023	2,536.25	3RD QTR FY 22-23
3771	CHOCTAWHATCHEE BASIN ALLIANCE	5/12/2023	25,000.00	CHOCTAWHATCHEE BASIN ALLIANCE
3978	CHRISTINA COGER	5/12/2023	323.96	TRAVEL REIMBURSEMENT
45	DMS	5/12/2023	661.83	DEFUNIAK LOCAL PHONE
45	DMS	5/12/2023	1,961.00	DEFUNIAK ETHERNET & LONG DISTANCE
45	DMS	5/12/2023	10.51	CONFERENCE CALLS
45	DMS	5/12/2023	1,556.89	HQ LOCAL
45	DMS	5/12/2023	31.56	HQ LONG DISTANCE
45	DMS	5/12/2023	96.56	MILTON LOCAL
45	DMS	5/12/2023	0.79	MILTON LONG DISTANCE
45	DMS	5/12/2023	11.41	AIR CARDS & HOTSPOTS
45	DMS	5/12/2023	9,855.51	HQ ETHERNET
45	DMS	5/12/2023	3.04	LAN PORTS AND INTRANET/INTERNET
5749	DUMPSTER SERVICES LLC	5/12/2023	550.00	30 YARD ROLL OFF CONTAINER
4855	ENVIRON SERVICES INCORPORATED	5/12/2023	2,079.17	JANITORIAL SERVICES FOR HQ
3337	FORESTECH CONSULTING	5/12/2023	400.00	LAND MANAGEMENT DATABASE
2268	INNOVATIVE OFFICE SOLUTIONS, INC	5/12/2023	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037
1695	JAMES MOORE & COMPANY	5/12/2023	6,000.00	INDEPENDANT AUDITOR SERVICES
5368	KOUNTRY RENTAL NWF, INC.	5/12/2023	8,105.00	SERVICE FOR PORTABLE TOILETS-C
5146	MICHAEL CORRIE MANNION	5/12/2023	16,847.60	STAFF AUG. FOR CUSTOM APPLICATE #18-066
5894	ODESSA CLEANING SERVICE LLC	5/12/2023	225.00	ECONFINA FIELD OFFICE CLEANING
3813	PENNINGTON, P.A.	5/12/2023	8,180.00	LEGAL COUNSEL
3813	PENNINGTON, P.A.	5/12/2023	150.00	TITLE EXAM
3813	PENNINGTON, P.A.	5/12/2023	150.00	TITLE EXAM & COMMITMENTS FOR 3 PARCELS
5614	ZACHARY J. SELLERS	5/12/2023	971.25	DFO JANITORIAL SERVICES
5889	SOUTHERN DISASTER RECOVERY LLC	5/12/2023	72,275.00	AGREEMENT FOR RECOVERY EFFORTS

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5889	SOUTHERN DISASTER RECOVERY LLC	5/12/2023	1,475.00	AGREEMENT FOR RECOVERY EFFORTS
4799	STAPLES CONTRACT & COMMERCIAL, INC.	5/12/2023	40.38	OFFICE SUPPLIES
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	5/12/2023	4,606.90	RECREATION SITE CLEAN UP AND M
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	5/12/2023	200.00	JANITORIAL SERVICES FOR THE MILTON OFFICE
5218	WAGeworks, INC.	5/12/2023	56.55	COBRA ADMINISTRATION
TOTAL ACH TRANSFERS			\$ 172,520.00	
5707	REFUND PAYEEZY	5/12/2023	70.00	JIM MARTELLI P301953-3 OVERPAYMENT REFUND
5707	REFUND PAYEEZY	5/12/2023	35.00	REFUND WELL PERMIT #311291-1 OVERPAYMENT
5707	REFUND PAYEEZY	5/12/2023	200.00	REFUND WELLS PERMIT #302103-1 WITHDRAWN
5707	REFUND PAYEEZY	5/12/2023	50.00	WELL PERMIT REFUND 310318-1 WITHDRAWN
5707	REFUND PAYEEZY	5/12/2023	35.00	WELL PERMIT REFUND 310730-2 OVERPAYMENT
5707	REFUND PAYEEZY	5/12/2023	20.00	WELL PERMIT REFUND 311218-2 OVERPAYMENT
5707	REFUND PAYEEZY	5/12/2023	50.00	WELL PERMIT REFUND 311312-1 WITHDRAWN
5707	REFUND PAYEEZY	5/12/2023	70.00	CARRIE BAILEY P305145-2 OVERPMT REFUND
TOTAL DIRECT DISBURSEMENTS			\$ 530.00	
TOTAL AP			\$ 318,642.67	
5768	ALFORD BROTHERS INC	5/18/2023	90.80	MINOR REPAIRS FOR REG VEHICLES
5768	ALFORD BROTHERS INC	5/18/2023	783.08	TIRES FOR WMD-96273
5768	ALFORD BROTHERS INC	5/18/2023	19.90	MINOR REPAIRS FOR REG VEHICLES
4923	JOHN ALTER	5/18/2023	56.07	TRAVEL REIMBURSEMENT
2992	BANK OF AMERICA	5/18/2023	453.74	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	5/18/2023	987.06	APRIL 2023 ANALYSIS STATEMENT
5810	CAROLINE BISHOP FARMS LLC	5/18/2023	56,250.00	AG COST PASS SHARE AGREEMENT
4676	CITY OF MILTON FLORIDA	5/18/2023	80.67	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	5/18/2023	30.52	SEWER MILTON OFFICE
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	5/18/2023	7,925.70	LABORATORY ANALYSIS - GW QUALITY TREND NETWORK
2241	DEPT. OF THE INTERIOR - USGS	5/18/2023	24,855.75	JOINT AGREEMENT FOR STREAMFLOW
4888	ESPOSITO GARDEN CENTER	5/18/2023	32.78	OIL FILTER AND OIL FOR FERRIS LAWN MOWER
5298	TED EVERETT	5/18/2023	66.75	TRAVEL REIMBURSEMENT
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	5/18/2023	32.20	LEGAL ADS FOR GOVERNING BOARD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	5/18/2023	27.30	FAR AD - RULE MAKING CHG -INGRESS AND EGRESS EASEM
5872	FUSION FLEET SERVICES LLC	5/18/2023	1,283.20	INSTALL/REMOVAL OF GPS UNITS IN FLEET VEHICLES
2291	GULF COAST ELECTRIC COOPERATIVE, INC	5/18/2023	284.77	ELECTRIC SERVICE - EFO
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	5/18/2023	235.07	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	5/18/2023	190.47	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	5/18/2023	101.46	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	5/18/2023	190.47	KONICA MINOLTA COPIER LEASE RENEWAL
5899	MICHAEL'S OUTDOOR SERVICES LLC	5/18/2023	250.00	HAZARDOUS TREE REMOVAL - WALSINGHAM CAMPSITE
3406	NEECE TRUCK TIRE CENTER INC.	5/18/2023	64.65	MINOR REPAIRS FOR LAB VEHICLES

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
423	OKALOOSA CO. TAX COLLECTOR	5/18/2023	0.45	PARCEL REFUND
4228	SOWELL TRACTOR CO., INC.	5/18/2023	2,352.68	CENTRAL REGION KUBOTA UTV R&M
4228	SOWELL TRACTOR CO., INC.	5/18/2023	993.03	EASTERN REGION KUBOTA UTV R&M
5737	TELECHECK SERVICES, INC.	5/18/2023	66.00	EPERMITTING FEES-TELECHECK
5737	TELECHECK SERVICES, INC.	5/18/2023	50.00	FEES FOR ONLINE PAYMENTS
5939	WINGATE'S AIR CONDITIONING INC	5/18/2023	8,325.00	AC REPLACEMENT IN MFO SERVER ROOM
TOTAL CHECKS			\$ 106,079.57	
3618	GRACE ADAMS	5/19/2023	216.67	TRAVEL REIMBURSEMENT
5450	CAITLIN BRONGEL	5/19/2023	189.13	TRAVEL REIMBURSEMENT
5824	DAVID STANFORD	5/19/2023	110.00	TRAVEL REIMBURSEMENT
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	5/19/2023	1,004.06	LAB SUPPLIES - TUBING
5925	IAN WATERS	5/19/2023	110.00	TRAVEL REIMBURSEMENT
4952	LAW, REDD, CRONA & MUNROE, P.A.	5/19/2023	3,927.00	INSPECTOR GENERAL SERVICES AGREEMENT 18-051
4090	JERRY PATE	5/19/2023	165.54	TRAVEL REIMBURSEMENT
3960	GEORGE ROBERTS	5/19/2023	89.00	TRAVEL REIMBURSEMENT
5651	SGS TECHNOLOGIE, LLC	5/19/2023	2,400.00	CHARGES FOR WEBSITE MODIFICATION AND TESTING
5889	SOUTHERN DISASTER RECOVERY LLC	5/19/2023	237,475.00	AGREEMENT FOR RECOVERY EFFORTS
3104	SOUTHERN WATER SERVICES, LLC	5/19/2023	250.00	QUARTERLY SAMPLING FOR ECONFINA FIELD OFFICE
4618	WAKULLA COUNTY BOCC	5/19/2023	1,734,641.27	MAGNOLIA GARDEN SEWER SYSTEM E
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	5/19/2023	13,300.80	LAW ENFORCEMENT AND SECURITY
TOTAL ACH TRANSFERS			\$ 1,993,878.47	
5707	REFUND PAYEEZY	5/19/2023	100.00	JOSEPH ALDAY P311488 WITHDRAWAL REFUND
2967	BANK OF AMERICA	5/19/2023	5,945.53	APRIL 2023 P-CARD
2967	BANK OF AMERICA	5/19/2023	50.00	REG SUNPASS
2967	BANK OF AMERICA	5/19/2023	162.88	DFO VEHICLES CARWASH
2967	BANK OF AMERICA	5/19/2023	11.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	5/19/2023	11.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	5/19/2023	145.55	AMAZON - LAB SUPPLIES
2967	BANK OF AMERICA	5/19/2023	119.98	AMAZON - EQUIPMENT ACCESSORY
2967	BANK OF AMERICA	5/19/2023	111.95	NOTARY FOR TONI DEVENCENZI
2967	BANK OF AMERICA	5/19/2023	322.80	FIELD SUPPLIES-AMAZON
2967	BANK OF AMERICA	5/19/2023	839.76	ADOBE CREATIVE SUITE FOR LANDS
2967	BANK OF AMERICA	5/19/2023	468.00	SURVEYMONKEY SUBSCRIPTION RENEWAL
TOTAL DIRECT DISBURSEMENTS			\$ 8,290.43	
TOTAL AP			\$ 2,108,248.47	
5131	CITY OF DEFUNIAK SPRINGS	5/25/2023	217.67	WATER / SEWER DEFUNIAK SPRINGS
3289	CITY OF TALLAHASSEE	5/25/2023	45.78	LAKESHORE & I10

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3289	CITY OF TALLAHASSEE	5/25/2023	372,792.83	SEPTIC CONNECTION TO EXISTING
4469	ESCAMBIA SHERIFFS OFFICE	5/25/2023	20.00	PROCESS SERVER - ESCAMBIA
5872	FUSION FLEET SERVICES LLC	5/25/2023	612.63	INSTALL/REMOVAL OF GPS UNITS IN FLEET VEHICLES
1701	GULF ATLANTIC CULVERT COMPANY, INC	5/25/2023	1,896.00	ALTHA TRACT REPLACEMENT CULVERTS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	5/25/2023	97.27	KONICA MINOLTA COPIER LEASE FOR MILTON OFFICE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	5/25/2023	167.36	KONICA MINOLTA COPIER LEASE RENEWAL
3266	LOWE'S COMPANIES INC.	5/25/2023	79.76	RAT TRAPS FOR SHOP
3266	LOWE'S COMPANIES INC.	5/25/2023	293.51	SHOP SUPPLIES
64	PANAMA CITY NEWS HERALD	5/25/2023	96.54	LEGAL ADS-WATER USE PERMITS
4892	JEFF & GINGER PITTMAN PARTNERSHIP	5/25/2023	54,479.15	AG PASS COST SHARE AGREEMENT
5840	NATIONAL EC SERVICES, INC	5/25/2023	10,566.00	SERVICES AS NEEDED
4557	VERIZON WIRELESS	5/25/2023	1,153.25	CELL PHONES AND JET PACKS
4038	WINDSTREAM COMMUNICATIONS	5/25/2023	55.09	800 NUMBERS & EFO LONG DISTANCE
TOTAL CHECKS			\$ 442,572.84	
4845	CALHOUN COUNTY SHERIFF'S OFFICE	5/25/2023	1,280.00	LAW ENFORCEMENT/SECURITY SERVI
5243	CARROLL APPRAISAL COMPANY, INC.	5/25/2023	950.00	REVIEW APPRAISALS OF 4 PARCELS
5243	CARROLL APPRAISAL COMPANY, INC.	5/25/2023	2,950.00	REVIEW APPRAISL-LENAS, WALSINGHAM, BUONAVOLANTO
3771	CHOCTAWHATCHEE BASIN ALLIANCE	5/25/2023	1,780.00	LOPLS SP23 MONITORING
5749	DUMPSTER SERVICES LLC	5/25/2023	26,250.00	ROAD REPAIR MATERIALS - ECONFINA WMA
4807	WEX BANK	5/25/2023	13,408.02	APRIL 2023 FUEL / SERVICE PURCHASES
4807	WEX BANK	5/25/2023	1,057.35	WEX GPS TRACKING
3002	FLORIDA STATE UNIVERSITY	5/25/2023	451.15	OFFSITE DATA STORAGE
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER	5/25/2023	49.00	LABORATORY TESTING
5436	QUADIENT, INC.	5/25/2023	143.00	INK CARTRIDGE FOR IN700 - SO17101429
5083	S&S ENVIRONMENTAL CONSULTANTS, LLC	5/25/2023	3,300.00	PHASE I ESA'S OF LANE AND MCRAE TRACTS
4091	THE SHOE BOX	5/25/2023	153.00	SAFETY BOOTS-JOHNSON
4091	THE SHOE BOX	5/25/2023	21.35	CLOTHING-JONES
4091	THE SHOE BOX	5/25/2023	73.50	REPLACEMENT HATS
5885	SYDNEY ARMSTRONG	5/25/2023	166.43	TRAVEL REIMBURSEMENT
5336	TETRA TECH, INC	5/25/2023	1,801.25	AGREEMENT FOR AS NEEDED SERVIC
5935	THOMAS CALLAWAY	5/25/2023	70.00	REIMBURSEMENT
TOTAL ACH TRANSFERS			53,904.05	
4605	PENNINGTON LAW FIRM TRUST ACCOUNT	5/26/2023	69,489.45	CLOSING FUNDS - MCRAE LAND/TIMBER CO ACQUISITION
4605	PENNINGTON LAW FIRM TRUST ACCOUNT	5/26/2023	26,303.50	CLOSING FUNDS FOR THE LANE ACQUISITION
TOTAL DIRECT DISBURSEMENTS			\$ 95,792.95	
TOTAL AP			\$ 592,269.84	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
PAYROLL
MAY 2023

DIRECT DEPOSIT	05/05/2023	\$	230,236.55
CHECKS	05/05/2023		329.34
FLEX SPENDING TRANSFER	05/05/2023		1,603.95
DIRECT DEPOSIT	05/19/2023		253,139.96
CHECKS	05/19/2023		3,161.31
FLEX SPENDING TRANSFER	05/19/2023		1,603.95

\$ 490,075.06

APPROVED:

Chairman or Executive Director

July 13, 2023

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Jerrick Saquibal, Chief, Bureau of Projects & Planning

FROM: John Crowe, Program Manager, Floodplain Management & Technical Services

DATE: June 20, 2023

SUBJECT: Consideration of FEMA Cooperating Technical Partner Funding for Fiscal Year 2023 – 2024

Recommendation

Staff recommends the Governing Board authorize the Executive Director to amend the Cooperating Technical Partner (CTP) agreement with the Federal Emergency Management Agency (FEMA) to accept and authorize spending up to \$1,735,000 in new Fiscal Year 2023-2024 FEMA CTP funding to develop tools to assist communities reduce flood risk, subject to budget authority and legal counsel review.

Discussion

Since 2004, the District has been a CTP with FEMA and received annual grant funding to improve and update flood hazard maps. This effort has been undertaken through FEMA's Map Modernization and Risk Mapping, Assessment, and Planning (Risk MAP) programs. Map Modernization is FEMA's program to update the nation's inventory of paper flood insurance rate maps and flood hazard data into a digital format. FEMA's Risk MAP program, started in 2009, provides tools to help communities identify, assess, and reduce their flood risk. The tools and data developed are used to mitigate the risk and impact from flooding and communicate flood risk visually to residents and businesses.

The District has applied for grant funding for Fiscal Year 2023-2024 in the amount of \$1,735,000 to continue the Risk MAP work. This will include work to continue improvements and updates to flood hazard maps in the Lower Choctawhatchee River, St. Andrew - St. Joseph Bays, and Apalachee Bay - St. Marks watersheds. Funded activities also include program management and community outreach and mitigation strategies.

The District's match may include existing data and flood-related services from the District, local and state government sources. The final scope of work for this effort is detailed in

Mapping Activity Statement (MAS) 20, which will amend the District's CTP agreement with FEMA.

NFWFWMF FEMA FY 2023 - 2024 FUNDING ALLOCATIONS

Activity	County/Watershed	Funding Plan
Risk MAP Project to Improve and Update Flood Hazard Maps	Lower Choctawhatchee	\$800,000
Risk MAP Project to Improve and Update Flood Hazard Maps	St. Andrew – St. Joseph Bays Watershed	\$700,000
Risk MAP Project to Improve and Update Flood Hazard Maps - Discovery	Apalachee Bay – St. Marks	\$45,000
Project Management	All	\$90,000
Community Outreach and Mitigation Strategies	All	\$100,000
Total Award		\$1,735,000

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Kathleen Coates, Bureau Chief, Water Resource Evaluation

FROM: Paul Thurman, Program Manager, Minimum Flows and Levels

DATE: July 13, 2023

SUBJECT: Consideration of Amendment to Grant AT003 with the DEP for the St. Joseph Bay Assessment Project

Recommendation:

Staff recommends the Governing Board authorize the Executive Director to:

1. Execute an Amendment to Grant AT003 with the Florida Department of Environmental Protection (DEP) to accept funding of up to \$600,000 for the July 1, 2023, to June 30, 2024 period.
2. Execute agreements with contractors to conduct work associated with the St. Joseph Bay Assessment Project, subject to legal counsel review and approval of the District budget for Fiscal Year 2023-24. The cost for this work is not to exceed \$600,000.

Discussion:

This request is for approval of an Amendment to Grant AT003 which provides funding to continue data collection efforts from July 1, 2023 through June 30, 2024, for the St. Joseph Bay Assessment Project. The St. Joseph Bay Assessment Project involves the collection of discharge and water quality data in St. Joseph Bay, the Intracoastal Waterway, the Apalachicola River, Lake Wimico, and the St. Andrew Bay Estuary. Additional efforts anticipated to be completed under this amendment include holding a public meeting and developing a five-year monitoring plan for the interconnected system. Anticipated funding for the July 1, 2023 to June 30, 2024 period is not to exceed \$600,000.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Kathleen Coates, Bureau Chief, Resource Evaluation

FROM: Steve Costa, Program Manager, Hydrologic Data Services

DATE: June 26, 2023

SUBJECT: Consideration of OTT HydroMet Equipment Sole Source Purchases

Recommendation

Staff recommends the Governing Board authorize the Executive Director to approve as-needed sole source purchases of field equipment from OTT HydroMet, not to exceed \$150,000 through Fiscal Year 2023-2024, contingent upon approval of the District's Fiscal Year 2023-2024 budget.

Background

Many types of equipment are used for hydrologic data collection. Transducers and data loggers, which are electronic units used to measure and record hydrologic data, have an average service life of approximately five years and are replaced upon failure. Outdated equipment is also replaced periodically, such as data loggers that are incompatible with 4G LTE cellular service and thus no longer provide real-time data transmission. With more than 200 transducers and loggers deployed at District monitoring stations, frequent equipment purchases are necessary. These items generally cannot be purchased in bulk or in advance because cable lengths, water level ranges, etc. are unique to each station configuration.

District staff are working to standardize data loggers and transducers in order to improve data collection and processing efficiency and to ensure compatibility with software scripts utilized by the Aquarius database platform. OTT HydroMet produces equipment consistent with the District's needs and unique configuration requirements. To date, three sole source purchases of OTT HydroMet loggers and transducers have been made during FY 2022-2023, which total \$55,560.16. Additional purchases are planned during the remainder of this fiscal year and through FY 2023-2024. Staff adhere to all District and state requirements for sole source procurements. The District's policies and procedures manual requires all purchases over \$65,000 to be approved by the District Governing Board. This includes "multiple purchases with the same vendor for the same purpose or within the same scope of work, each under \$65,000."

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: July 5, 2023

SUBJECT: Consideration of Fiscal Year 2023-2024 Tentative Budget, Millage Rate and Dates, Times, and Locations of Public Hearings on the Budget

Recommendation

Staff recommends the Governing Board:

1. Set the ad valorem tax millage for Fiscal Year 2023-2024 at the rolled-back rate of 0.0234 of a mill.
2. Approve the Fiscal Year 2023-2024 Tentative Budget as presented, allow staff to make recommended adjustments and corrections, and submit the Standard Format Tentative Budget to the Governor's Office and Legislature by August 1, 2023.
3. Schedule the public hearings on the budget for Thursday, September 14, 2023, at 5:05 p.m. Eastern Time at District Headquarters in Havana, Florida and Thursday, September 28, 2023, at 5:05 p.m. Central Time in Panama City, Florida.

Background

Pursuant to Chapter 373, Florida Statutes, the District is to submit the upcoming fiscal year's Tentative Budget by July 15 to the Governing Board for consideration followed by submittal to the Governor and Legislature by August 1. The Fiscal Year (FY) 2023-2024 Tentative Budget is based on the FY 2023-2024 Preliminary Budget, which was approved by the Governing Board on December 8, 2022. The attached spreadsheets provide budget summaries by revenues, expenditures, program, and fund.

Compared to the Preliminary Budget, if the Tentative Budget increases more than 25 percent in any Program, or the sum of expenditures for outreach, district management, and administration is more than 15 percent of the District's total annual budget, the Legislature has the authority to object to the portion(s) that exceeds the thresholds. The District is below the thresholds in both cases.

The Tentative Budget for FY 2023-2024 is \$115,272,656, an increase of \$6,325,839 (5.8 percent) from the FY 2022-2023 Current-Amended Budget. The Tentative Budget prioritizes funding for water quality projects that will help maximize nutrient reductions, consistent with Executive Orders 19-12 and 23-06. Additionally, this budget continues funding priority projects and activities that are vital to support the District's core mission functions, including:

- \$65.9 million for springs projects. This funding will enable the District to implement restoration and protection projects for Wakulla Spring, Jackson Blue Spring, and springs associated with the St. Marks River, Chipola River, Econfina Creek, and Holmes Creek. The budget includes continuing support for septic-to-sewer projects that will improve water quality in Wakulla Spring and Jackson Blue Spring and cost-share funding for agricultural best management practices.
- \$16.0 million for alternative water supply development, water supply development assistance, and water resource development. Funded projects include support for major reclaimed water construction projects in Santa Rosa, Okaloosa, and Bay counties. Water resource development activities include continuing technical assistance to enhance agricultural water use efficiency in the Jackson Blue Spring groundwater contribution area.
- \$7.1 million for watershed restoration. This funding will facilitate continued efforts to protect and restore water quality and aquatic habitats through cooperative water quality improvement projects and best management practices. Funded projects include stormwater retrofits and septic tank abatement benefitting St. Joseph Bay, Apalachicola Bay, and St. Andrew Bay; innovative technology to address harmful algal blooms and nutrient enrichment; and a dedicated assessment of freshwater inflows in St. Joseph Bay, Lake Wimico, and East Bay.
- \$4.5 million for hurricane recovery and land management efforts. This funding will continue debris clean-up on District lands with a focus on those areas deemed catastrophically or severely damaged, reforestation with prescribed burns and tree planting, and repairs and maintenance efforts for public access and recreational amenities on District lands.
- \$1.9 million for data collection and Minimum Flows and Minimum Water Levels technical assessments for Jackson Blue Spring, the Gainer Spring Group, Sylvan Spring Group, and Williford Spring Group.

Under Florida law and the state's constitution, the District is authorized to assess a millage rate of 0.0500 or less. The District will assess the current year aggregate rolled-back rate, which is the millage rate that would produce the same tax revenue as in the prior year, excluding some adjustments such as new construction. A millage rate higher than this rolled-back rate would constitute a tax increase. The District has prepared the FY 2023-2024 Tentative Budget using the rolled-back rate of 0.0234, which is 53.2 percent below the maximum authorized. Using the 2023 gross taxable value for operating purposes of \$174,987,137,707 and the proposed 0.0234 of a mill, the 2024 Truth-In-Millage (TRIM) estimated total taxes to be levied in FY 2023-2024 is \$4,094,699. Compared to the 2023 TRIM estimate of \$3,982,496, there is a \$112,203 or 2.8 percent increase in estimated tax revenues for the upcoming fiscal year. This tax data is based on property value estimates furnished by the 16 counties in the District. Because the District has historically collected slightly less than the amount estimated, ad valorem is budgeted at \$3,900,000. This budgeted amount for FY 2023-2024 is 95.2 percent of the property appraiser estimate of \$4,094,699 and \$107,101 or 2.8 percent more than the amount budgeted in FY 2022-2023.

Proposed dates for the public hearings on the budget are Thursday, September 14, 2023, at 5:05 p.m. Eastern Time at District Headquarters in Havana, Florida, and Thursday, September 28, 2023, at 5:05 p.m. Central Time in Panama City, Florida.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2023-2024 TENTATIVE BUDGET COMPARISON
REVENUE CATEGORIES**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2023-24	Tentative O/(U)		Tentative O/(U)	
	Actuals	Amended Budget	Preliminary	Tentative	Amended Budget		Preliminary	
Ad Valorem Tax	3,687,743	3,792,899	3,792,899	3,900,000	107,101	2.8%	107,101	2.8%
Federal Revenue	780,045	5,497,905	5,517,961	5,791,742	293,837	5.3%	273,781	5.0%
State Revenue	17,361,238	92,734,477	97,252,127	97,610,606	4,876,129	5.3%	358,479	0.4%
Local Revenue	230,448	156,160	153,371	161,853	5,693	3.6%	8,482	5.5%
Permit Fees	803,990	655,000	655,000	655,000	0	0.0%	0	0.0%
Timber Sales	20,745	600,000	250,000	250,000	(350,000)	-58.3%	0	0.0%
Miscellaneous	713,572	1,944,763	1,588,313	1,051,397	(893,366)	-45.9%	(536,916)	-33.8%
w/o Fund Balance	23,597,781	105,381,204	109,209,671	109,420,598	4,039,394	3.8%	210,927	0.2%
Fund Balance	468,177	3,565,613	4,560,889	5,852,058	2,286,445	64.1%	1,291,169	28.3%
w/Fund Balance	24,065,958	108,946,817	113,770,560	115,272,656	6,325,839	5.8%	1,502,096	1.3%

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2023-2024 TENTATIVE BUDGET COMPARISON
EXPENSE CATEGORIES**

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2022-23	Tentative O/(U)		Tentative O/(U)	
	Actuals	Amended Budget	Preliminary	Tentative	Amended Budget		Preliminary	
Salaries & Benefits	8,841,307	10,721,979	10,963,906	12,139,261	1,417,282	13.2%	1,175,355	10.7%
Other Personal Services	248,244	167,291	171,112	189,696	22,405	13.4%	18,584	10.9%
Contracted Services	7,366,936	13,812,207	13,738,582	13,083,097	(729,110)	-5.3%	(655,485)	-4.8%
Operating Expense	2,384,051	3,021,445	2,848,004	3,086,205	64,760	2.1%	238,201	8.4%
Operating Capital Outlay	284,662	1,098,037	1,149,204	1,143,204	45,167	4.1%	(6,000)	-0.5%
Operating Categories	19,125,200	28,820,959	28,870,808	29,641,463	820,504	2.8%	770,655	2.7%
Fixed Capital Outlay	456,289	11,592,497	11,548,552	11,393,295	(199,202)	-1.7%	(155,257)	-1.3%
Grants	4,484,469	68,533,361	73,351,200	74,237,898	5,704,537	8.3%	886,698	1.2%
Non-Operating Categories	4,940,758	80,125,858	84,899,752	85,631,193	5,505,335	6.9%	731,441	0.9%
GRAND TOTAL	24,065,958	108,946,817	113,770,560	115,272,656	6,325,839	5.8%	1,502,096	1.3%

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2023-2024 TENTATIVE BUDGET COMPARISON
PROGRAM LEVEL**

Program	FY 2020-21	FY 2021-22	FY 2022-23	FY 2022-23	Tentative O/(U)		Tentative O/(U)	
	Actuals	Amended Budget	Preliminary	Tentative	Amended Budget		Preliminary	
1 Water Resource Plan/Monitoring	3,539,193	6,034,787	6,843,624	6,880,363	845,576	14.0%	36,739	0.5%
2 Acq/Restor-ation/Public Works	8,753,575	88,462,460	92,108,286	92,960,048	4,497,588	5.1%	851,762	0.9%
3 Operations & Maint Land & Works	5,932,587	7,574,315	7,744,450	7,793,515	219,200	2.9%	49,065	0.6%
4 Regulation	3,584,275	4,373,578	4,483,779	4,835,432	461,854	10.6%	351,653	7.8%
5 Outreach	135,786	145,141	148,623	158,662	13,521	9.3%	10,039	6.8%
6 District Management & Admin	2,120,542	2,356,536	2,441,798	2,644,636	288,100	12.2%	202,838	8.3%
GRAND TOTAL	24,065,958	108,946,817	113,770,560	115,272,656	6,325,839	5.8%	1,502,096	1.3%
Combined Outreach and Management & Administration as a Percent of Total Budget ²				2,803,298	2.4%			

The Legislative Budget Commission may reject the District's budget proposals:

¹In any individual variance in the Tentative Budget that exceeds 25% of the Preliminary Budget

²In these two programs that exceed 15% of the total Tentative Budget

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2023-2024 TENTATIVE BUDGET COMPARISON
BY FUND**

DESCRIPTION	General Fund	Capital Improv & Lands Acq	Special Projects	Lands Management	Regulation	Mitigation	TOTAL
Cash Balances Brought Forward	16,632,193	289,904	3,608,286	2,201,537	3,644,026	2,775,579	29,151,525
<u>ESTIMATED REVENUES:</u>							
Ad Valorem Taxes 0.0234 mills	1,234,367		2,647,982		17,651		3,900,000
Water Management Land Trust Fund			299,907				299,907
Land Acquisition Trust Fund	230,018	10,905,665	53,956,804	5,418,832	4,445,622		74,956,941
Water Protection & Sustain. Pgm. Trust Fund			2,803,495				2,803,495
Ecosystem Management and Restoration Trust Fund			54,181				54,181
Permitting and Licensing					655,000		655,000
Federal Grants			5,791,742				5,791,742
State Funds			17,266,430	40,000	8,923	2,180,729	19,496,082
Local Government Units			161,574	279			161,853
Timber Sales				250,000			250,000
Miscellaneous Revenues		813,798	0	157,599	45,000	35,000	1,051,397
Interfund Transfers	<u>2,121,656</u>	<u>0</u>	<u>2,811,914</u>				<u>4,933,570</u>
Total Estimated Revenues, Transfers and Balances	<u>20,218,234</u>	<u>12,009,367</u>	<u>89,402,315</u>	<u>8,068,247</u>	<u>8,816,222</u>	<u>4,991,308</u>	<u>143,505,693</u>
<u>ESTIMATED EXPENDITURES:</u>							
Salaries & Benefits	2,676,313	106,263	3,281,948	1,856,871	3,769,504	448,362	12,139,261
Other Personal Services	648	0	38,944	73,259	74,363	2,482	189,696
Contractual Services	336,298	310,991	6,964,859	3,676,460	197,928	1,596,561	13,083,097
Operating Expenses	542,167	1,300	594,295	1,207,452	670,015	70,976	3,086,205
Capital Outlay	201,851	11,278,295	153,411	776,800	123,622	2,520	12,536,499
Grants and Aids	0	0	74,237,898	0	0	0	74,237,898
Reserves	13,453,178	289,904	3,424,305	86,655	3,162,745	2,775,579	23,192,366
Interfund Transfers	<u>3,007,779</u>	<u>22,614</u>	<u>706,655</u>	<u>390,750</u>	<u>818,045</u>	<u>94,828</u>	<u>5,040,671</u>
Total Operating Expenditures, Transfers and Reserves	<u>20,218,234</u>	<u>12,009,367</u>	<u>89,402,315</u>	<u>8,068,247</u>	<u>8,816,222</u>	<u>4,991,308</u>	<u>143,505,693</u>

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: June 27, 2023

SUBJECT: Consideration of Amendment No. 1 to the Shuler Conservation Easement; Liberty County, Florida

Recommendation

Staff recommends the Governing Board approve Amendment No. 1 to the Shuler Conservation Easement and authorize the Executive Director to execute Amendment No. 1, subject to legal counsel review.

Background

In July 2008, the District purchased a conservation easement on 1,573.66 acres from James E. Shuler for \$2,045,758 with FDOT Mitigation Funds. The property is located on Highway 67 in Liberty County (see attached map). It is bordered on the east by the Ochlockonee River and the Apalachicola National Forest and on the south by another District conservation easement (1,528.90 acres) that was purchased in November 2007.

The Shuler Conservation Easement (easement) is unique in comparison to other District conservation easements as this easement was purchased to satisfy future FDOT mitigation needs associated with road construction impacts within the Ochlockonee River basin as an offsite mitigation area.

With this amendment, staff proposes to amend the easement as follows:

1. Section 2.D. of the easement gives the District the right to "enter upon the Mitigation Areas and conduct restoration and/or mitigation work," specifically the western portion of the easement lying adjacent to CR 67 (see attached map). In 2010, it was decided the District would not move forward with the restoration of the Mitigation Areas and to date, there are no plans to do so. Instead, the Army Corps of Engineers (ACOE) issued 33.95 credits to the

District in 2012 for the preservation of the bottomland forest portion of the easement property adjacent to the Ochlockonee River. At this time, 26.12 credits remain available for future FDOT mitigation needs. Currently, there are no mitigation credits associated with the "Mitigation Areas" of the easement property as shown on attached Exhibit C.

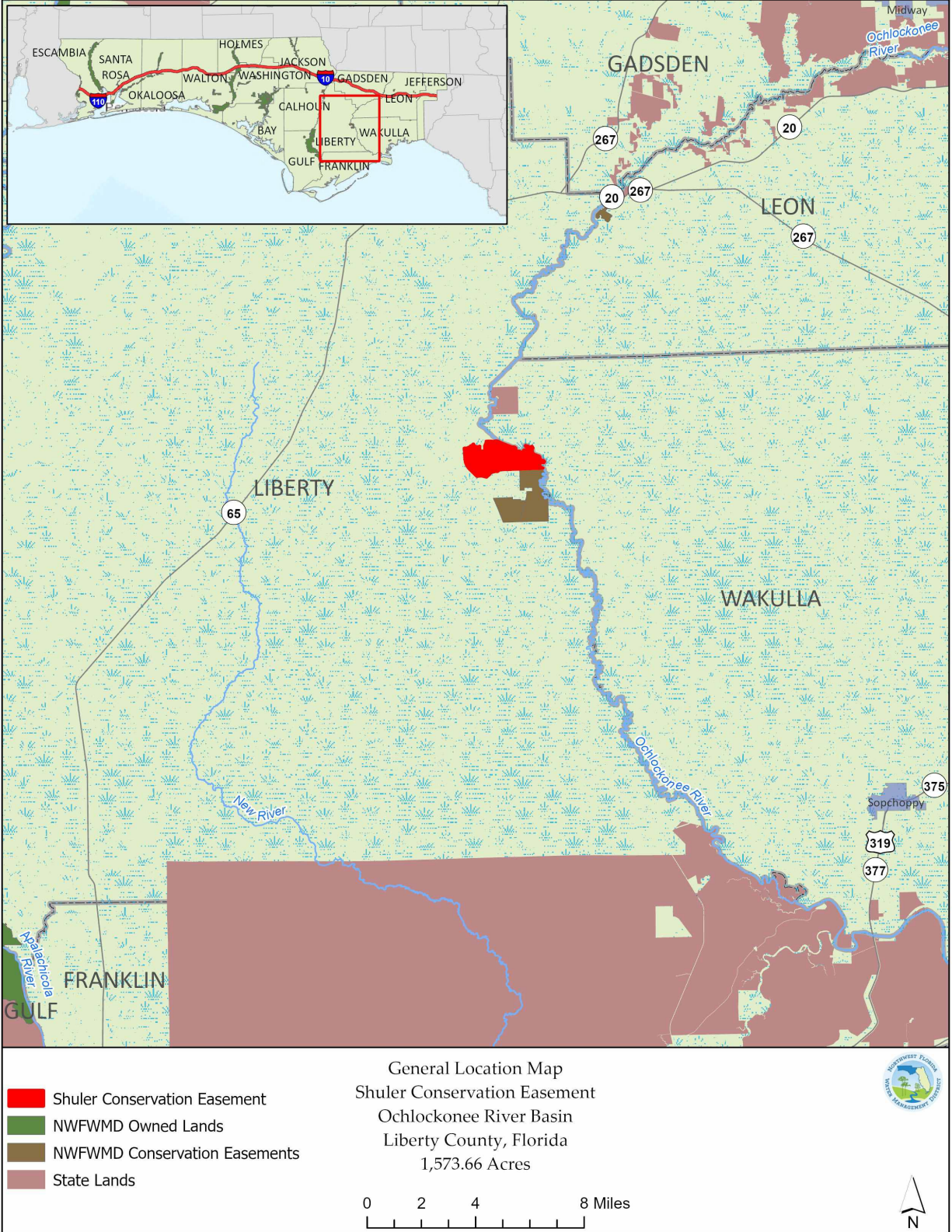
Due to the change in the District's plan to not restore the Mitigation Areas as shown on attached Exhibit C, an amendment to the easement is now needed. The language in the easement as written in 2008 is inaccurate and unfairly limits the landowner on his ability to thin the pines within the Mitigation Areas. Staff have reviewed this matter and is of the opinion that from an ecological standpoint, thinning the pines in the Mitigation Areas would be advantageous; not thinning or otherwise managing with fire, would be counterproductive. As such, paragraph 2.D. will be deleted in its entirety from the easement.

Due to the removal of paragraph 2.D. and the proposed revision to allow the landowner to have the ability to thin the pines in the Mitigation Areas, paragraph 4.F. required some revision and is being replaced in its entirety (reference page 2 of the amendment below).

2. Paragraph 3.N. of the easement prohibits the Grantor from cutting or removing timber, in the event the timber is damaged by natural disaster, fire, infestation, etc., but currently allows the Grantee (the District) to cut and remove such damaged timber to protect the remaining timber. Staff would like to revise this paragraph to allow the Grantor (landowner) to cut and remove such damaged timber caused by natural disaster, fire, infection, etc. so long as the Grantor submits a restoration/conservation plan to the Grantee to which both parties shall agree on which damaged timber is to be removed. Over the last two and a half years, the District has amended four conservation easements in this way due to damages from Hurricane Michael.

3. Exhibit B and C to the original conservation easement will be replaced with the attached Exhibit B and C.

/cb



Prepared by and after recording return to:

J. Breck Brannen, Esq.
Pennington P.A.
P.O. Box 10095
Tallahassee, FL 32302-2095

**AMENDMENT NO. 1
To
CONSERVATION EASEMENT**

THIS AMENDMENT NO. 1 amends that certain **CONSERVATION EASEMENT** ("Conservation Easement"), originally by and between James E. Shuler ("Grantor") and the Northwest Florida Water Management District ("Grantee"), dated July 28, 2008, and recorded on July 31, 2008, in Official Record Book 182, Page 39 of the Public Records of Liberty, Florida.

WITNESSETH:

WHEREAS, the Conservation Easement encumbers certain property (the "Protected Property") located in Liberty County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, through a series of deeds, the Protected Property has been conveyed, at all times subject to the Conservation Easement, such that the now current owners (the "Current Grantor") of the Protected Property are Ricky and Shelly Stafford (said series of deeds are as follows: O.R. Book 240, Page 104; O.R. Book 241, Page 138; O.R. Book 270, Page 277, all of the Public Records of Liberty County, Florida); and

WHEREAS, Current Grantor now desires to amend the Conservation Easement, and Grantee has agreed to allow amendment of the Conservation Easement, as set forth herein.

NOW, THEREFORE, for and in consideration of the consideration given pursuant to the terms of the Conservation Easement, and of the sum of Ten and No/100 Dollars (\$10.00), and for the mutual promises set forth below and other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties, the Grantor and Grantee hereby agree to amend the Conservation Easement as follows:

1. Paragraph 2.D. is hereby deleted in its entirety.
2. Paragraph 3.N. is hereby replaced in its entirety as follows:

Removal of Vegetation. Except as provided in Paragraph 4.F. below, cut, remove or destroy existing timber, trees, shrubs or other vegetation in the wetlands or the historic wetlands of the Mitigation Areas as delineated in Exhibit "C" attached and there shall be no conversion of said wetlands.

In the areas that Grantor may not cut or remove timber, in the event the timber is damaged by natural disaster, fire, infestation or the like, Grantor may, at its sole discretion, enter upon the Protected Property to cut and remove such damaged timber only to protect the remaining timber, but not including within the historic wetlands in the Mitigation Areas. Prior to cutting or removing such timber, the Grantor shall submit a restoration/conservation plan to the Grantee through which both parties shall agree which damaged timber is to be removed. Restoration and reforestation of the area where timber has been cut or removed shall be conducted by Grantor according to such plan. All costs for cutting, removal, restoration and reforestation shall be at the expense of the Grantor and the Grantor shall be entitled to the proceeds from the sale of the timber so cut and removed, if any.

3. Paragraph 4.F. is hereby replaced in its entirety as follows:

Forestry Operations/Silviculture. Forestry (Silviculture") management and operations are permitted but shall only be conducted on pine plantation areas as shown on attached Exhibit "B" as 441-Coniferous Plantation (382.68 acres calculated in GIS) that lie outside the Mitigation Areas 300' buffer areas. Pine straw harvesting will also be permitted on the pine plantation areas only, not to exceed twenty (20) percent, of the silvicultural acreage per year. The Grantor may not convert this pine plantation acreage to a more intensive use than conventional forestry activities would allow, including bedding. Grantor shall have the right to practice silviculture on 382.68 acres of the Protected Property. Unless otherwise defined herein, all silviculture operations shall be in compliance and in accordance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2000 Edition or such later edition as may then be in effect (the "BMP Manual").

In addition, Grantor may conduct thinning harvests within the Mitigation Areas 300' buffer areas, as delineated on Exhibit C, in accordance with the BMP Manual. Thinning harvests in the Mitigation Areas 300' buffer areas shall not remove more than 50 percent of the total basal area per acre of merchantable pine species at any given time. The overall forest management goal or objective is to restore the Mitigation Areas 300' buffer areas to an old growth, unevenaged forest management regime.

Grantor may also conduct the limited cultivation of native fruit trees and native nursery stock trees on the Protected Property, excluding within the Mitigation Areas. The combined total acreage of all native fruit and nursery stock trees on the Protected Property shall not exceed a total of 20 acres.

4. Exhibits B and C to the original Conservation Easement are hereby replaced with the attached Exhibits B and C.

5. All other terms and conditions of the Conservation Easement remain the same.

Nothing herein shall be interpreted as authorizing any activity for which a permit or other governmental approval is required. Grantor is and shall be solely responsible for obtaining all applicable permits or other approvals and complying with all applicable permits, approvals, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either, for the exercise of any rights allowed hereunder.”

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed as of the last date indicated below.

Two Witnesses to Ricky Stafford

Ricky Stafford

Print Name: _____

By: _____

Print Name: _____

Date: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2023 by Ricky Stafford, who is personally known to me or has produced _____ as identification.

Signed

(SEAL)

Printed

NOTARY PUBLIC

My Commission Expires:

Two Witnesses to Shelly Stafford

Shelly Stafford

Print Name: _____

By: _____

Print Name: _____

Date: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2023 by Shelly Stafford, who is personally known to me or has produced _____ as identification.

(SEAL)

Signed

Printed

NOTARY PUBLIC

My Commission Expires:

Two Witnesses to Lyle Seigler

**Northwest Florida Water Management
District**

Print Name: _____

Print Name: _____

By: _____

Lyle Seigler, Executive Director

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by Lyle Seigler, Executive Director, who is personally known to me or has produced _____ as identification.

Signed

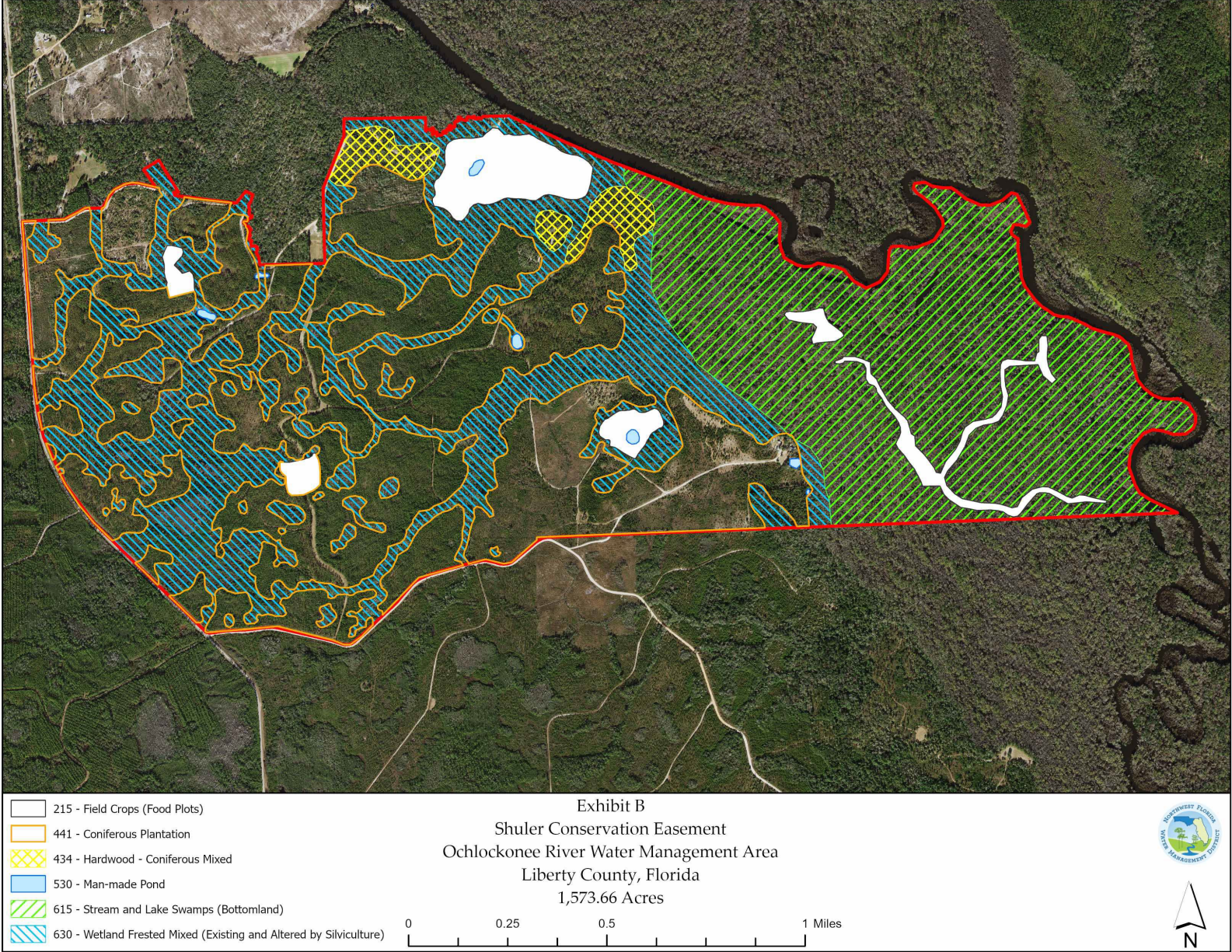
(SEAL)

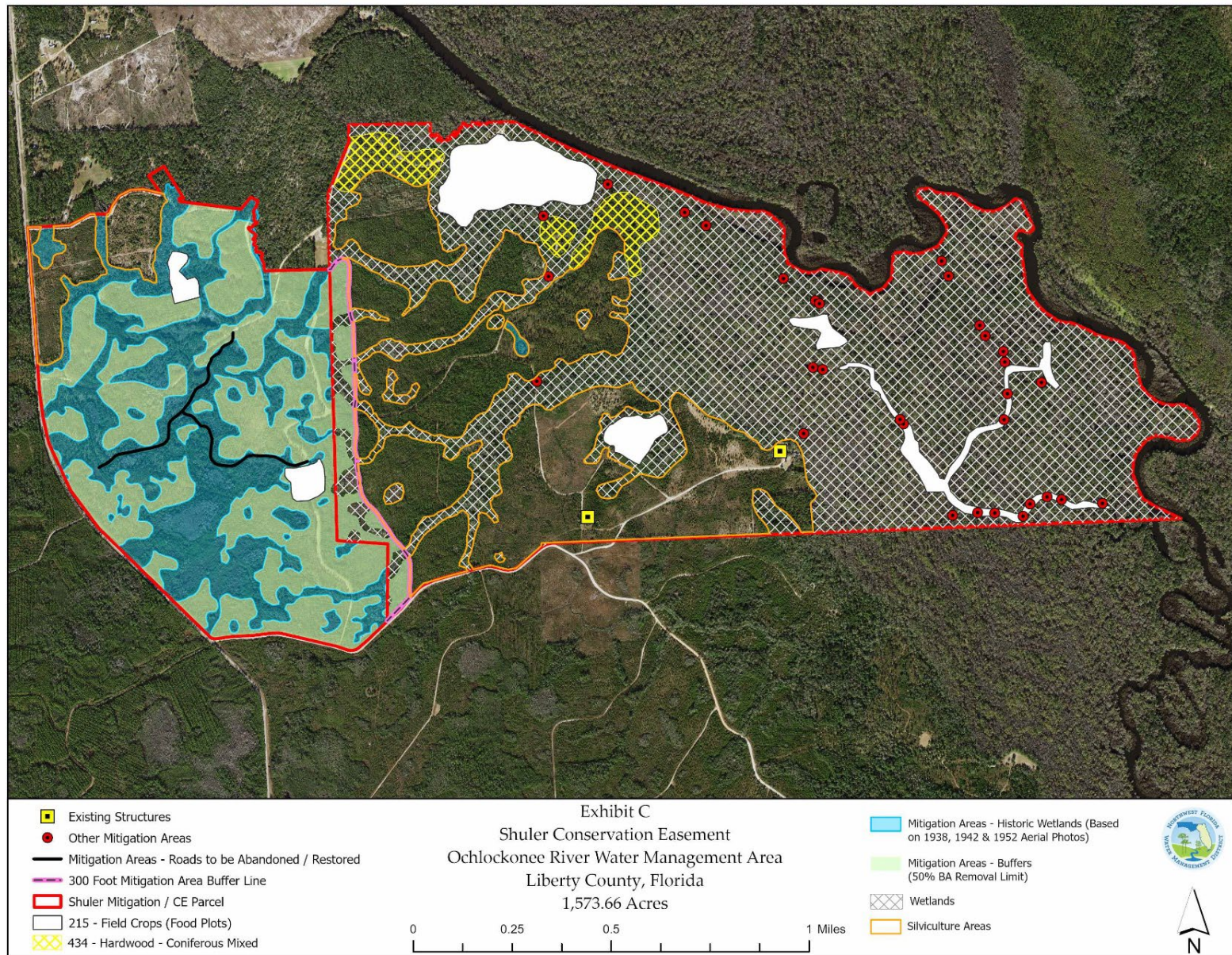
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NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(legal description of conservation easement)





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: June 27, 2023

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the Lori Parkes Lenas Revocable Trust Parcel; Econfinia Creek WMA

Recommendation:

Staff recommends the Governing Board:

1. Accept the appraisal prepared by Carlton Appraisal Company and review appraisal prepared by Carroll Appraisal Company, Inc. for the Lori Parkes Lenas Revocable Trust 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 Lori Parkes Lenas Revocable Trust 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 Florida 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 Lori Parkes Lenas Revocable Trust. The parcel is located west of Porter Pond Road and is composed primarily of xeric sandhill uplands.

The 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 10 acres +/- is \$26,000. The purchase price does not include closing costs.

The purchase of this parcel will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2023-24 budget for this acquisition.

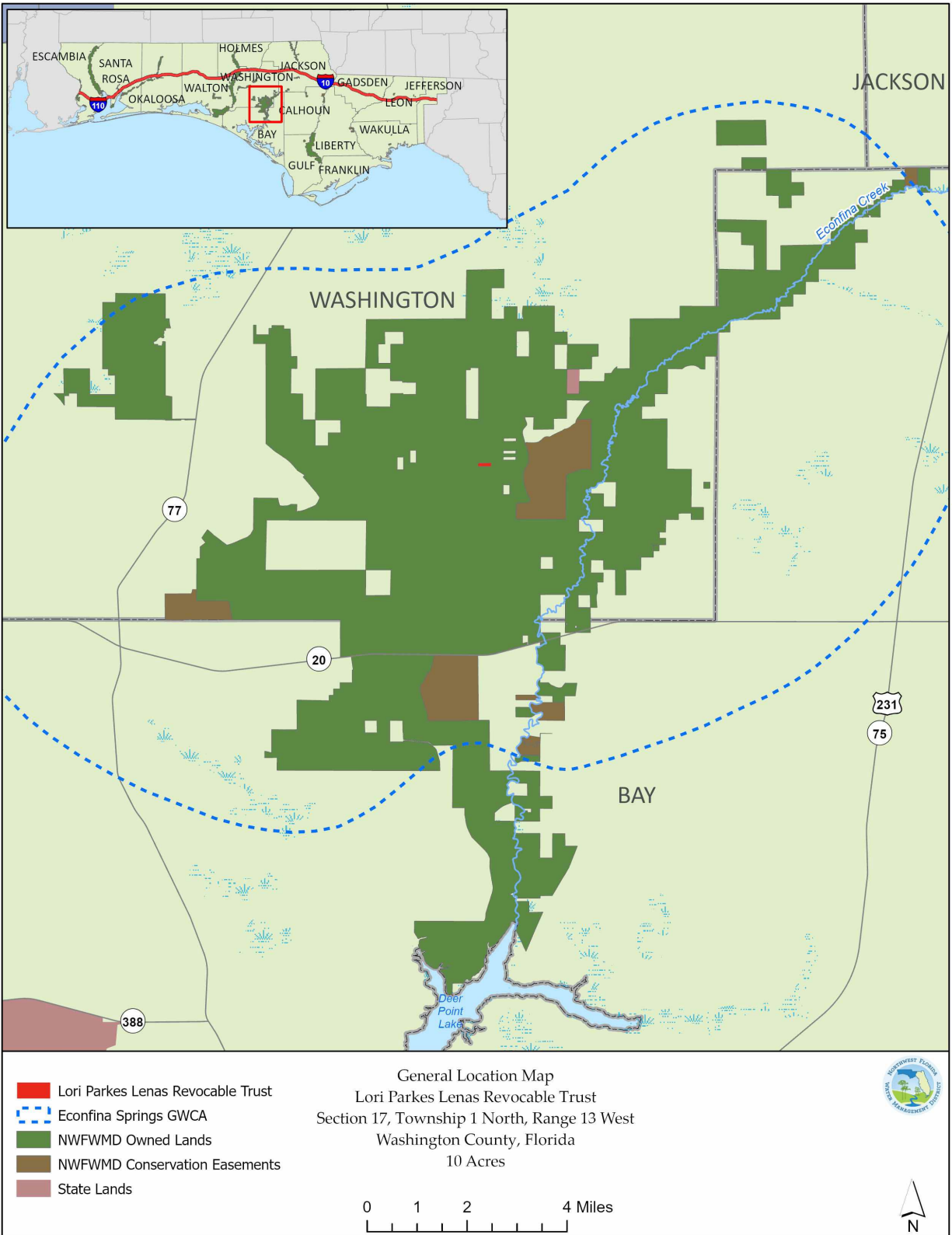
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$2,398.

Boundary Map Acreage Certification. The District will hire DRMP to prepare a boundary map acreage certification on this parcel, not to exceed \$1,760.

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$2,500.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$224.50 and recording fees estimated at \$35.50. 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 **LORI PARKES LENAS, Trustee of the Lori Parkes Lenas Revocable Trust, dated February 3, 2015**, whose mailing address is 4010 27th Avenue North, St. Petersburg, FL 33713, referred to herein collectively as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

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

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a Warranty Deed, as set forth in **Exhibit B**, conveying title to the Property in fee simple, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, and existing road rights of way. The conveyance will include all of Seller's mineral rights, riparian rights, governmental approvals, fixtures, easements, rights-of-way, licenses, privileges, legal access, and all other appurtenances to the Property.

3. **Purchase Price.** The Purchase Price for the property (the "Purchase Price") will be Twenty-Six Thousand and 00/100 Dollars (\$26,000.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$2,600.00 per acre ("Acre Price") for an estimated 10 acres. The Purchase Price shall be adjusted and the final adjusted purchase price (the "Adjusted Purchase Price") shall be obtained by multiplying the lower of the Acre Price or the District-approved acre value by the acreage shown on the boundary map/acreage certification to be obtained under the provisions of paragraph 6 of this Agreement. The Acre Price set forth above shall not decrease unless the Acre Price is in excess of the District-approved acre value. The Seller acknowledges that the District-approved acre value and the amount of acreage depicted on the boundary map/acreage certification may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the boundary map/acreage certification determine that the total acreage of the Property is more than 10 acres or less than 10 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$2,600.00 by the acreage shown on the boundary map/acreage certification; provided, however, that the Adjusted Purchase Price shall not exceed the District-approved value regardless of the final acreage determination, and that the District-approved value is equal to or greater than the adjusted Purchase Price. Seller agrees to give Purchaser reasonable time (no more than 30 days after receipt of the boundary map/acreage certification) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the Acre Price decreases below \$2,600.00, then Seller shall have the option to either terminate this Agreement or proceed to Closing at the reduced Acre Price. Seller shall notify Purchaser in writing of its decision within ten (10) days of Seller's receipt of notice of the reduced Acre Price.

5. **Title Insurance.** Purchaser will order a title examination and a commitment to insure title in the amount of the purchase price, and the cost of the examination and premium for which shall be borne by Purchaser. If Purchaser notifies Seller of any objections to title, then Seller shall cure all such objections on or before the date of Closing. To the extent such an objection consists of a lien or mortgage securing a monetary obligation which was created or suffered by Seller or any party claiming by, through or under Seller, Seller will be required to use the cash portion of the Purchase Price to cure any such objection. If such objections are not so cured, then Purchaser may terminate this Agreement without any further liability whatsoever. Seller will execute such instruments as will enable the title insurer to delete the standard exceptions from the title insurance commitment referring to (a) ad valorem taxes, (b) unrecorded construction liens, (c) unrecorded rights or claims of persons in possession, (d) survey matters, (e) unrecorded easements or claims of easements, and (f) the matters arising between the effective date of the commitment to insure title and the recording of the Seller's deed to Purchaser.

6. **Boundary Map/Acreage Certification.** Purchaser will obtain a current boundary map/acreage certification of the Property acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the boundary map/acreage certification, and such objections shall be treated in the same manner as an objection to title. The cost of the boundary map/acreage certification shall be borne by Purchaser.

7. **Environmental Matters.** Purchaser will order an environmental assessment to be certified to Purchaser, covering the Property. Purchaser shall have the right to object to any matters reflected on the environmental assessment, and such objections shall be treated in the same manner as an objection to title. In the event an estimate of the cost of clean-up of the hazardous materials made in good faith exceeds a sum equal to 5% of the purchase price, the Seller may elect to terminate this Agreement. If Seller notifies Purchaser that it elects not to cure any such objection on the basis of excessive clean-up costs as herein defined, or if Seller fails to complete all necessary clean-up, removal or remediation within sixty (60) days after receipt of written notice of such objection, Purchaser will have the option either to (a) terminate this Agreement and neither party hereto will have any further rights or obligations hereunder, or (b) delete the portion of the Property as it may reasonably be determined to be subject to such contamination from the Property to be conveyed hereunder and the Purchase Price shall be adjusted for such reduction. The cost of the environmental assessment shall be borne by Purchaser.

For the purposes of this Agreement "hazardous materials" will mean any hazardous or toxic substance, material or waste of any kind or other substance which is regulated by any Environmental Laws. "Environmental Laws" will mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions, relating to environmental hazardous materials including, but not limited to, the Federal Solid

Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the Northwest Florida Water Management District, now or at any time hereafter in effect.

Seller warrants and represents to Purchaser that to the best of Seller's knowledge and belief:

- (a) No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.
- (b) No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.
- (c) The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.
- (d) There are no underground storage tanks on or about the Property and Seller has no knowledge of the presence of radon gas on the Property.
- (e) There has not been, in respect to the Property (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.
- (f) There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws, or would subject the owner of the Property to penalties, damages, or injunctive relief.
- (g) Seller is not presently subject to any judgment, decree or citation relating to or arising out of the Environmental Laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws.

8. **Closing Documents.** The Closing will take place on or before October 31, 2023, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than October 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 April 12, 2023, 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 April 12, 2023. Since April 12, 2023, 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: Lori Parkes Lenas, as Trustee of the Lori Parkes Lenas Revocable Trust dated February 3, 2015
4010 27th Avenue North
St. Petersburg, FL 33713

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 Lori Parkes Lenas. 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 July 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:

**LORI PARKES LENAS, Trustee
of the Lori Parkes Lenas Revocable
Trust dated February 3, 2015**

By: _____
Lori Parkes Lenas, Trustee

Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
George Roberts, Chair

Date: _____

EXHIBIT A

(Legal Description)

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

The North 1/2 of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 17, Township 1 North, Range 13 West, according to the map or plat on file and of record in Public Records of Washington County in the Office of the Clerk of the Circuit Court in and for Washington County, Florida.

EXHIBIT B

(Warranty Deed)

Prepared by and return to:
J. Breck Brannen, Esquire
Pennington, P.A.
215 S. Monroe Street
Second Floor
Tallahassee, Florida 32301

WARRANTY DEED

THIS WARRANTY DEED is made as of the ____ day of _____, 2023 by and between **LORI PARKES LENAS, Trustee of the Lori Parkes Lenas Revocable Trust dated February 3, 2015** (the “Grantor”), whose address is: 4010 27th Avenue North, St. Petersburg, FL 33713, 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 North 1/2 of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 17, Township 1 North, Range 13 West, according to the map or plat on file and of record in Public Records of Washington County in the Office of the Clerk of the Circuit Court in and for Washington County, Florida.

Parcel ID No.: 00000000-00-0353-0004

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.

By acceptance of this deed, Grantee hereby agrees that the use of the Property shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPS0041), summarized in the Memorandum of Grant, which is attached hereto as Exhibit F and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Washington County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.

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:

Print Name

Print Name

By: _____
Lori Parkes Lenas, Trustee of the Lori
Parkes Lenas Revocable Trust dated
February 3, 2015

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Lori Parkes Lenas, Trustee of the Lori Parkes Lenas Revocable Trust dated February 3, 2015. 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): _____



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

MEMORANDUM OF GRANT EXHIBIT F

TO: Northwest Florida Water Management District

FROM: Florida Department of Environmental Protection

SUBJECT: Department of Environmental Protection Agreement LPS0041

DATE: May 14, 2020

This Grant Agreement was executed on April 22, 2020, by and between the Florida Department of Environmental Protection and the Northwest Florida Water Management District (Grantee), for in pertinent part, land acquisition in Bay, Calhoun, Gadsden, Jackson, Leon, Liberty, Wakulla, and Washington Counties, Florida for the purpose of protecting springs, by funding such projects under Section 403.061, Florida Statutes. A copy of the Grant Agreement can be viewed at: <https://facts.fldfs.com/> under "Agency Assigned Contract ID" search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement a Clean Water Act or Drinking Water Act program under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

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 Lori Parkes Lenas, Trustee of the Lori Parkes Lenas Revocable Trust dated February 3, 2015, 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 North 1/2 of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 17, Township 1 North, Range 13 West, according to the map or plat on file and of record in Public Records of Washington County in the Office of the Clerk of the Circuit Court in and for Washington County, Florida

and that said Property (hereinafter called the “Property”) is now in the possession of Grantor and there are no persons in possession of the Property with a claim of possession to the Property except the Grantor.

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real property taxes for the year 2023, and exceptions approved by Purchaser.

3. There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Grantor or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are no such actions, suits, claims, litigation or proceedings contemplated. Grantor agrees to indemnify and hold the Northwest Florida Water Management District harmless from and against any and all debts, expenses, claims, demands, judgments or settlements arising therefrom.

4. There has been no labor performed on or materials furnished to the Property within the past ninety days for which there are unpaid bills; there are no claims whatsoever of any kind or description against the Property for which liens could be filed according to the statutes in such cases made and provided; and no informal notice of claim has been received by the Grantor. Grantor shall indemnify and hold the Northwest Florida Water Management District and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to the period of time prior to the closing.

5. Grantor has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety days and there are no unpaid assessments or liens against the Property for improvements thereto by any government whether or not said assessments appear of record.
6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.
7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.
8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor which would have any effect on the Property.
9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.
10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property.
11. There are no oil and gas exploration operations affecting the Property, and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof.
12. No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof.
13. Grantor, if a corporate entity, is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to execute and deliver this Affidavit, and the deed incident to which this Affidavit is given. The individuals executing this Affidavit and the deed incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.
14. The Property is in the same condition as existed on April 12, 2023. Since April 12, 2023, 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:

Lori Parkes Lenas, Trustee
of the Lori Parkes Lenas
Revocable Trust dated
February 3, 2015: _____

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.

{SIGNATURE ON FOLLOWING PAGE}

By: _____
Lori Parkes Lenas, Trustee of the Lori Parkes
Lenas Revocable Trust dated February 3, 2015

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by Lori Parkes Lenas, Trustee of
the Lori Parkes Lenas Revocable Trust dated February 3, 2015.

____ 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: June 27, 2023

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

Recommendation:

Staff recommends the Governing Board:

1. Accept the appraisal prepared by Carlton Appraisal Company and review appraisal prepared by Carroll Appraisal Company, Inc. for the Jencks-Parker 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 Jencks-Parker 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 Florida 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 35.76 acres +/- in Washington County as shown on the attached maps from Lawrence W. Jencks and Stanley T. Parker. The parcel is located west of Wages Pond Road.

The Jencks-Parker parcel is located within the Econfina Springs Groundwater Contribution Area, is immediately east of District land, 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 35.76 acres +/- is \$80,460. 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 2023-24 budget for this acquisition.

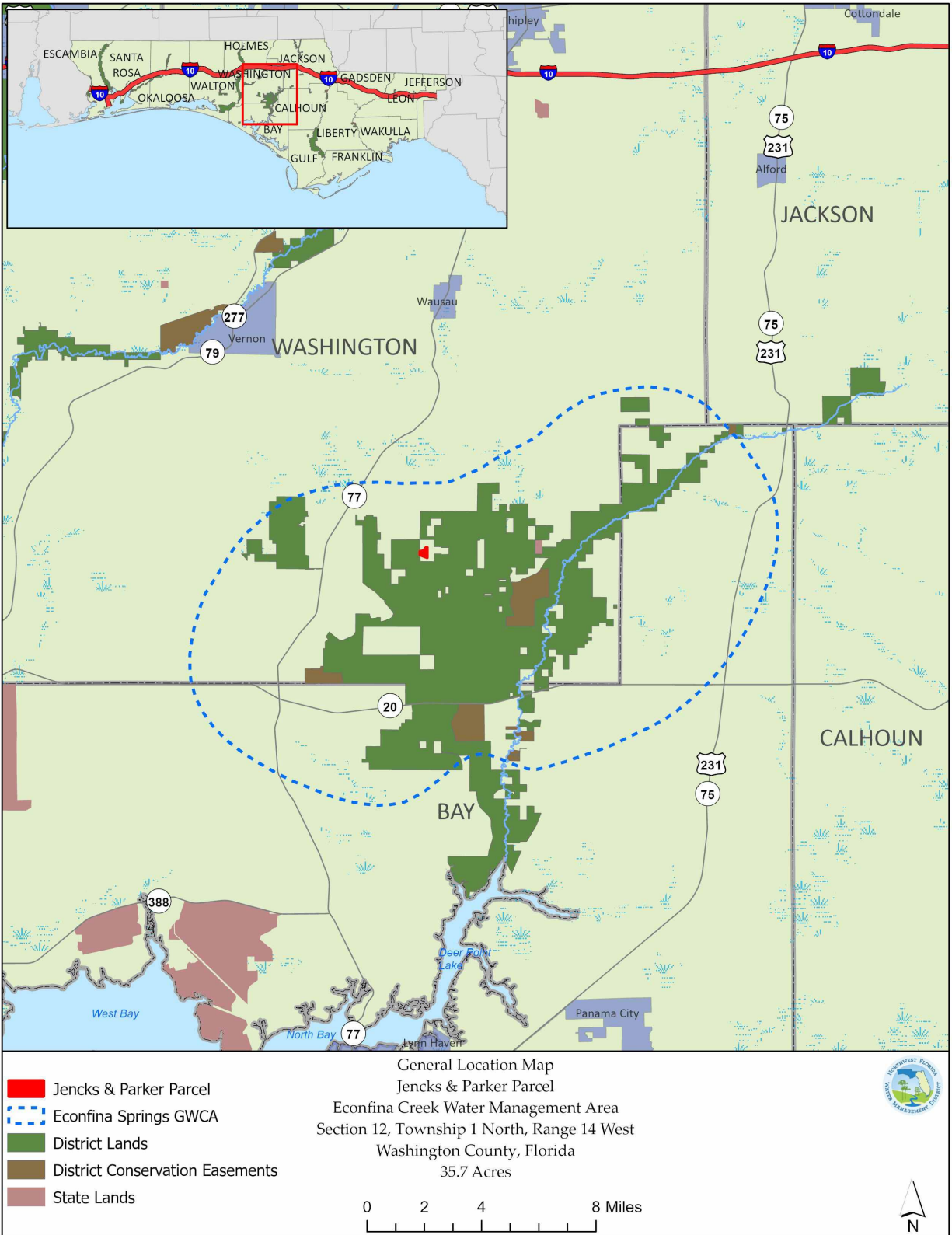
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$2,645.

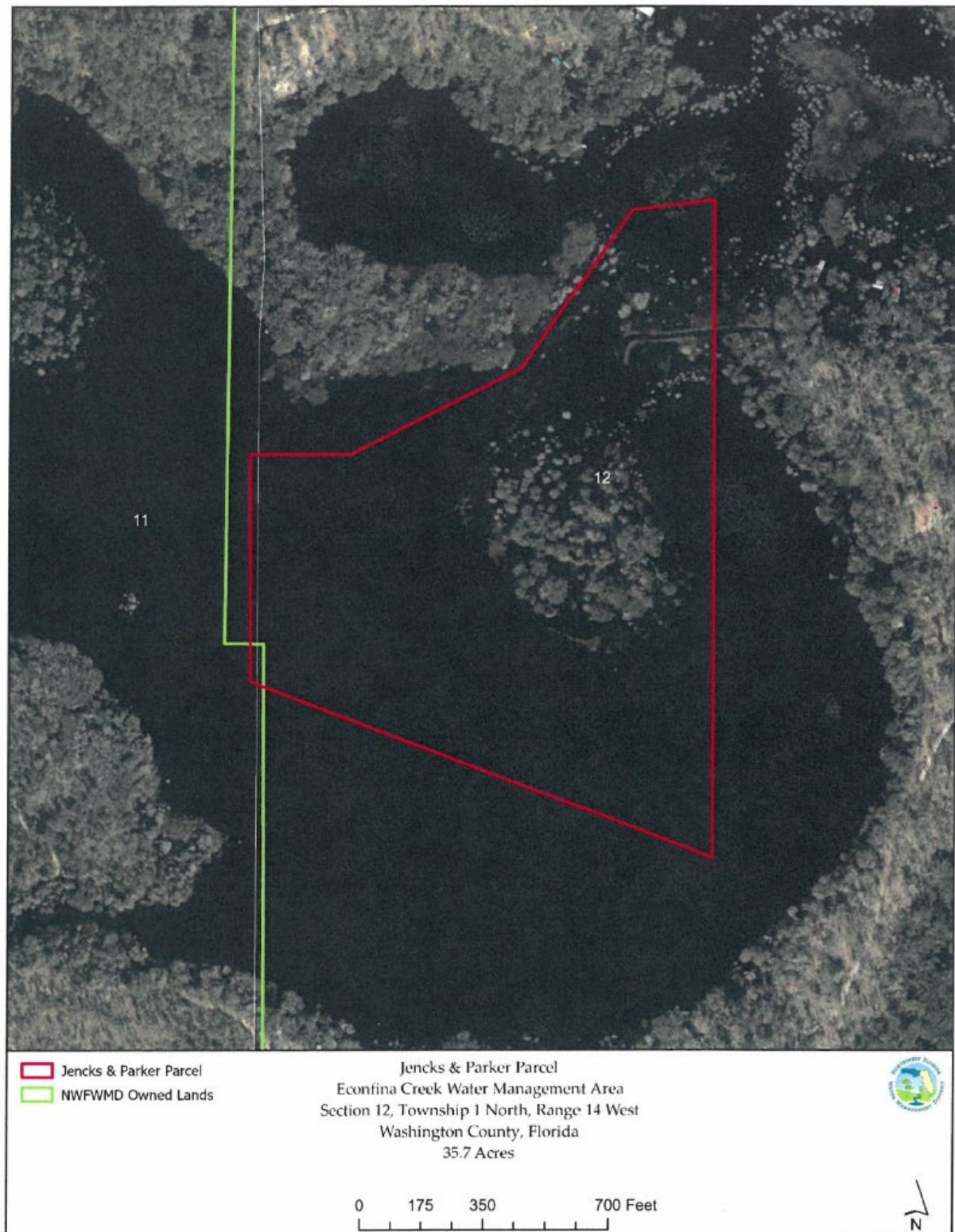
Boundary Map Acreage Certification. The District will hire DRMP to prepare a boundary map acreage certification on this parcel, not to exceed \$1,760.

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$2,500.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$537.88 and recording fees estimated at \$44.00. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

/cb





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____ day of _____, 2023, between **LAWRENCE W. JENCKS and STANLEY THOMAS PARKER**, as joint tenants with right of survivorship, whose mailing address is 819 Florida Ave., Panama City, FL 32401, referred to herein collectively as "Sellers", 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.** Sellers agree to sell and Purchaser agrees to purchase all of Sellers' 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"), Sellers 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 Sellers' 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 Eighty Thousand Four Hundred Sixty and 00/100 Dollars (\$80,460.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$2,250.00 per acre ("Acre Price") for an estimated 35.76 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 Sellers acknowledge 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 35.76 acres or less than 35.76 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$2,250.00 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. Sellers agree to give Purchaser reasonable time (no more than 30 days after receipt of the boundary map/acreage certification) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the Acre Price decreases below \$2,250.00, then Sellers shall have the option to either terminate this Agreement or proceed to Closing at the reduced Acre Price. Sellers shall notify Purchaser in writing of its decision within ten (10) days of Sellers' 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 Sellers of any objections to title, then Sellers 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 Sellers or any party claiming by, through or under Sellers, Sellers 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. Sellers 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 Sellers' 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 Sellers may elect to terminate this Agreement. If Sellers notify Purchaser that it elects not to cure any such objection on the basis of excessive clean-up costs as herein defined, or if Sellers fail 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.

Sellers warrant and represent to Purchaser that to the best of Sellers' 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 Sellers have 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) Sellers are not presently subject to any judgment, decree or citation relating to or arising out of the Environmental Laws and have not been named or listed as a potentially responsible parties by any government agency in any matter relating to the Environmental Laws.

8. **Closing Documents.** The Closing will take place on or before September 29, 2023, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than September 29,

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 Sellers. Closing is subject to the availability of funding from Northwest Florida Water Management District in the fiscal year of Closing.

Sellers 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**. Sellers 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 Sellers' period of ownership of the Property during the tax year in which the Closing occurs will be satisfied of record by Sellers at the Closing. In the event Purchaser acquires fee title to the Property between January 1 and November 1, Sellers 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, Sellers 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 Sellers shall be responsible for the payment of any and all real estate commissions associated with the sale and purchase of the Property, and the Sellers hereby indemnify the Purchaser against any and all claims of real estate commissions.

11. **Risk of Loss**. Sellers assume 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 April 12, 2023, 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, Sellers 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 Sellers 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.

Sellers agree 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. Sellers' Representations, Warranties, Covenants and Agreements. Sellers represent, 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, Sellers 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, Sellers 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 Sellers 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 Sellers have 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. Sellers 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 Sellers' knowledge and belief are any such liens or assessments contemplated after Closing, and Sellers shall be responsible for and hold

Purchaser harmless from all such currently existing obligations and all such contemplated obligations of which Sellers are 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 Sellers 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 Sellers, 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 Sellers 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. Sellers agree 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, Sellers 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) Sellers shall take all actions reasonably required by the title insurer in order to consummate the transaction herein described.

(k) If Sellers are a corporate entity, Sellers are 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 Sellers hereunder and under any and all other agreements and instruments herein mentioned to which Sellers are a party have been duly authorized by requisite action and are enforceable against Sellers in accordance with their respective terms. The individuals

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

(l) The Property is substantially in the same condition as existed on April 12, 2023. Since April 12, 2023, 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 Sellers and no party, other than Sellers, 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, Sellers shall promptly notify Purchaser of any material change, of which Sellers have 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) Neither of the Sellers are a “foreign person” as that term is defined in Section 1445-F of the Internal Revenue Code.

13. **Inspection/Possession.** Sellers agree 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 Sellers, 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, Sellers shall deliver to Purchaser copies of all materials relating to the Property in the possession of Sellers or their 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 Sellers without prior written consent of the Purchaser. This Agreement is assignable by Purchaser.

15. **Successors in Interest/References.** Upon Sellers’ execution of this Agreement, Sellers’ 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:

SELLERS: Lawrence W. Jencks and Stanley Thomas Parker
 819 Florida Ave.
 Panama City, FL 32401

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

Sellers' representatives in matters relating to this Agreement will be Lawrence W. Jencks and Stanley Thomas Parker. 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 Sellers 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 Sellers as an invitation to offer, and if executed by Sellers, it shall constitute a firm offer until July 13, 2023.

27. INTENTIONALLY OMITTED

{SIGNATURES ON FOLLOWING PAGE}

THIS AGREEMENT is hereby executed and entered into by Sellers and Purchaser, as of the Effective Date.

SELLERS:

By: _____
Lawrence W. Jencks

Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
George Roberts, Chair

Date: _____

AND

By: _____
Stanley Thomas Parker

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:

Commence at the Northwest corner of Section 12, Township 1 North, Range 14 West, Washington County, Florida; thence S00°17'43"E, along Section line, 2113.58 feet to the Point of Beginning; thence continue S00°17'43"E, along Section line, 650.00 feet; thence S69°12'58"E, 1406.40 feet to Forty line; thence N00°07'21"W, along Forty line, 1875.00 feet; thence S83°00'00"W, 242.23 feet; thence S34°17'13"W, 545.65 feet; thence S62°52'10"W, 535.32 feet; thence S89°42'17"W, 290.00 feet to the Point of Beginning.

Together with a non exclusive easement for ingress and egress across the following described property: Commence at the NE corner of the SE1/4 of NW1/4 of Section 12, Township 1 North, Range 14 West; thence S00°30'22"E, 295.0 feet; thence S89°53'52"W, 70.5 feet; thence S19°11'02"W, 125.25 feet; thence S36°25'09"W, 86.46 feet to the Point of Beginning; thence N78°33'25"W, 145.98 feet; thence N89°20'35"W, 676.20 feet to the Radius Point of a Cul-de-Sac having a radius of 40.0 feet included in the R/W and the termination of said centerline.

And also together with:

Description of 25 foot easement for ingress and egress: Commence at the Northwest Corner of the Southeast Quarter of the Northwest Quarter Section 12, Township 1 North, Range 14 West, Washington County, Florida. Thence South 00°10'01" East along the West line of Parcel I described in Washington County Official Records Book 0231, Page 0377, for 250.00 feet to the most Northerly corner of Parcel II of said Washington County Official Records Book 0231, Page 0377, thence South 00°40'01" East along the West line of said Parcel II for 163.54 feet to the Point of Beginning; thence continue South 00°40'01" East along said West line for 25.00 feet to the Southwest Corner of said Parcel II; thence North 88°36'34" East along the South line of Parcel II for 276.88 feet to the boundary of a cul-de-sac having a radius of 40.00 feet; thence Northeasterly along said cul-de-sac for an arc distance of 34.00 feet, said arc having a chord of 32.99 feet, bearing North 39°19'58" East to the Easterly line of said Parcel I; thence South 88°36'34" West along a line 25 feet Northerly of and parallel with the South line of Parcel II for 298.08 feet to the Point of Beginning.

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 **LAWRENCE W. JENCKS and STANLEY THOMAS PARKER, as joint tenants with the right of survivorship** (the "Grantors"), whose address is: 819 Florida Ave., Panama City, FL 32401, 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"):

Commence at the Northwest corner of Section 12, Township 1 North, Range 14 West, Washington County, Florida; thence S00°17'43"E, along Section line, 2113.58 feet to the Point of Beginning; thence continue S00°17'43"E, along Section line, 650.00 feet; thence S69°12'58"E, 1406.40 feet to Forty line; thence N00°07'21"W, along Forty line, 1875.00 feet; thence S83°00'00"W, 242.23 feet; thence S34°17'13"W, 545.65 feet; thence S62°52'10"W, 535.32 feet; thence S89°42'17"W, 290.00 feet to the Point of Beginning.

Together with a non exclusive easement for ingress and egress across the following described property: Commence at the NE corner of the SE1/4 of NW1/4 of Section 12, Township 1 North, Range 14 West; thence S00°30'22"E, 295.0 feet; thence S89°53'52"W, 70.5 feet; thence S19°11'02"W, 125.25 feet; thence S36°25'09"W, 86.46 feet to the Point of Beginning; thence N78°33'25"W, 145.98 feet; thence N89°20'35"W, 676.20 feet to the Radius Point of a Cul-de-Sac having a radius of 40.0 feet included in the R/W and the termination of said centerline.

And also together with:

Description of 25 foot easement for ingress and egress: Commence at the Northwest Corner of the Southeast Quarter of the Northwest Quarter Section 12, Township 1 North, Range 14 West, Washington County, Florida. Thence South 00°10'01" East along the West line of Parcel I described in Washington County Official Records Book 0231, Page 0377, for 250.00 feet to the most Northerly corner of Parcel II of said Washington County Official Records Book 0231, Page 0377, thence South 00°40'01" East along the West line of said Parcel II for 163.54 feet to the Point of Beginning; thence continue South 00°40'01" East along said West line for 25.00 feet to the Southwest Corner of said Parcel II; thence North 88°36'34" East along the South line of Parcel II

for 276.88 feet to the boundary of a cul-de-sac having a radius of 40.00 feet; thence Northeasterly along said cul-de-sac for an arc distance of 34.00 feet, said arc having a chord of 32.99 feet, bearing North 39°19'58"East to the Easterly line of said Parcel I; thence South 88°36'34"West along a line 25 feet Northerly of and parallel with the South line of Parcel II for 298.08 feet to the Point of Beginning.

Parcel ID No.: 00000000-00-3083-0014

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.

By acceptance of this deed, Grantee hereby agrees that the use of the Property shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPS0041), summarized in the Memorandum of Grant, which is attached hereto as Exhibit F and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Washington County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.

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

Signed, sealed, and delivered
in the presence of:

GRANTORS:

Print Name

By: _____
Lawrence W. Jencks

Print Name

By: _____
Stanley Thomas Parker

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Lawrence W. Jencks. 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): _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Stanley Thomas Parker. 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): _____



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

MEMORANDUM OF GRANT EXHIBIT F

TO: Northwest Florida Water Management District

FROM: Florida Department of Environmental Protection

SUBJECT: Department of Environmental Protection Agreement LPS0041

DATE: May 14, 2020

This Grant Agreement was executed on April 22, 2020, by and between the Florida Department of Environmental Protection and the Northwest Florida Water Management District (Grantee), for in pertinent part, land acquisition in Bay, Calhoun, Gadsden, Jackson, Leon, Liberty, Wakulla, and Washington Counties, Florida for the purpose of protecting springs, by funding such projects under Section 403.061, Florida Statutes. A copy of the Grant Agreement can be viewed at: <https://facts.fldfs.com/> under "Agency Assigned Contract ID" search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement a Clean Water Act or Drinking Water Act program under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

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 Lawrence W. Jencks and Stanley Thomas Parker, referred to herein as "Grantors", who, being first duly sworn, depose and say that:

1. Grantors are the owners of the following described Property:

Commence at the Northwest corner of Section 12, Township 1 North, Range 14 West, Washington County, Florida; thence S00°17'43"E, along Section line, 2113.58 feet to the Point of Beginning; thence continue S00°17'43"E, along Section line, 650.00 feet; thence S69°12'58"E, 1406.40 feet to Forty line; thence N00°07'21"W, along Forty line, 1875.00 feet; thence S83°00'00"W, 242.23 feet; thence S34°17'13"W, 545.65 feet; thence S62°52'10"W, 535.32 feet; thence S89°42'17"W, 290.00 feet to the Point of Beginning.

Together with a non exclusive easement for ingress and egress across the following described property: Commence at the NE corner of the SE1/4 of NW1/4 of Section 12, Township 1 North, Range 14 West; thence S00°30'22"E, 295.0 feet; thence S89°53'52"W, 70.5 feet; thence S19°11'02"W, 125.25 feet; thence S36°25'09"W, 86.46 feet to the Point of Beginning; thence N78°33'25"W, 145.98 feet; thence N89°20'35"W, 676.20 feet to the Radius Point of a Cul-de-Sac having a radius of 40.0 feet included in the R/W and the termination of said centerline.

And also together with:

Description of 25 foot easement for ingress and egress: Commence at the Northwest Corner of the Southeast Quarter of the Northwest Quarter Section 12, Township 1 North, Range 14 West, Washington County, Florida. Thence South 00°10'01" East along the West line of Parcel I described in Washington County Official Records Book 0231, Page 0377, for 250.00 feet to the most Northerly corner of Parcel II of said Washington County Official Records Book 0231, Page 0377, thence South 00°40'01" East along the West line of said Parcel II for 163.54 feet to the Point of Beginning; thence continue South 00°40'01" East along said West line for 25.00 feet to the Southwest Corner of said Parcel II; thence North 88°36'34" East along the South line of Parcel II for 276.88 feet to the boundary of a cul-de-sac having a radius of 40.00 feet; thence Northeasterly along said cul-de-sac for an arc distance of 34.00 feet, said arc having a chord of 32.99 feet, bearing North 39°19'58" East to the Easterly line of said Parcel I; thence South 88°36'34" West along a line 25 feet Northerly of and parallel with the South line of Parcel II for 298.08 feet to the Point of Beginning.

and that said Property (hereinafter called the “Property”) is now in the possession of Grantors and there are no persons in possession of the Property with a claim of possession to the Property except the Grantors.

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 Grantors, 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 Grantors 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. Grantors agree 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 Grantors. Grantors 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. Grantors have 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 Grantors have, 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 Grantors 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. Grantors, 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 Grantors are authorized to act for and on behalf of and to bind Grantors in connection with this Affidavit and the deed incident hereto.
14. The Property is in the same condition as existed on April 12, 2023. Since April 12, 2023, 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 Grantors, as defined in Section 3(3) of ERISA.
16. All harvesting and timbering agreements affecting the Property have been effectively terminated by Grantors and no party, other than Grantors, 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. Grantors warrant 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 Grantors have 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. Grantors are 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. Neither of the Grantors are a “foreign person” as that term is defined in Section 1445-F of the Internal Revenue Code and neither of the Grantors are 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 Grantors are:

Lawrence W. Jencks: _____
Stanley Thomas Parker: _____

19. All of the representations and warranties made by Grantors in that certain Purchase and Sale Agreement (the “Purchase and Sale Agreement”) between Grantors 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 Grantors 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 Grantors have 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 Grantors execute any instrument that would adversely affect the title to the Property.

21. The Grantors have 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: _____
Lawrence W. Jencks

And

By: _____
Stanley Thomas Parker

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by Lawrence W. Jencks.

____ 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:

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by Stanley Thomas Parker.

____ 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: June 27, 2023

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the St. Joe North Parcel; Econfina Creek WMA

Recommendation:

Staff recommends the Governing Board:

1. Accept the appraisal prepared by Carlton Appraisal Company and review appraisal prepared by Carroll Appraisal Company, Inc. for the St. Joe North 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 St. Joe North 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 Florida 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 20 acres +/- in Washington County as shown on the attached maps from the St. Joe Timberland Company of Delaware, LLC. The parcel is located west of Porter Pond Road and is primarily composed of wetlands with some scattered uplands.

The St. Joe North parcel is located within the Econfina Springs Groundwater Contribution Area, is north of District land, 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 20 acres +/- is \$21,600. 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 2023-24 budget for this acquisition.

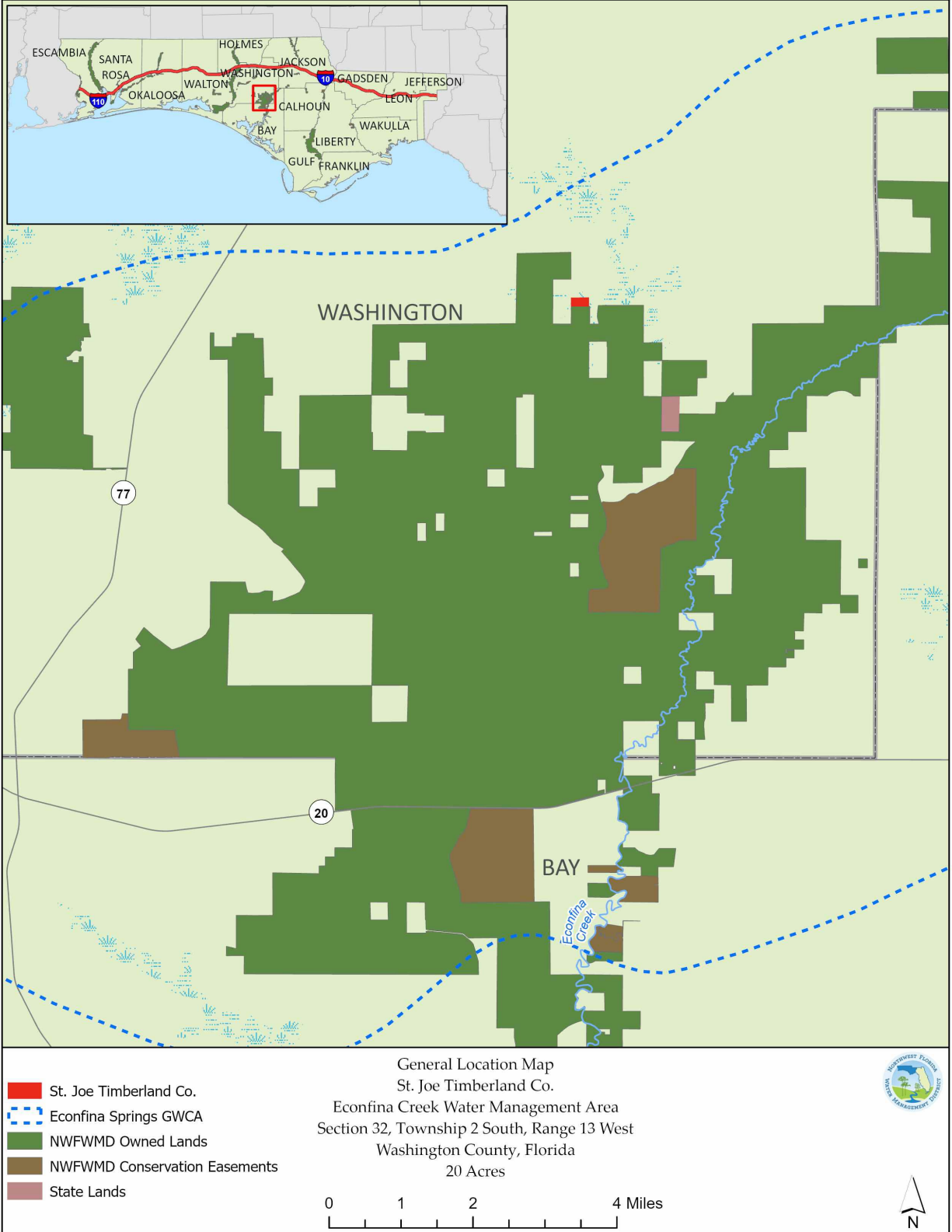
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$2,645.

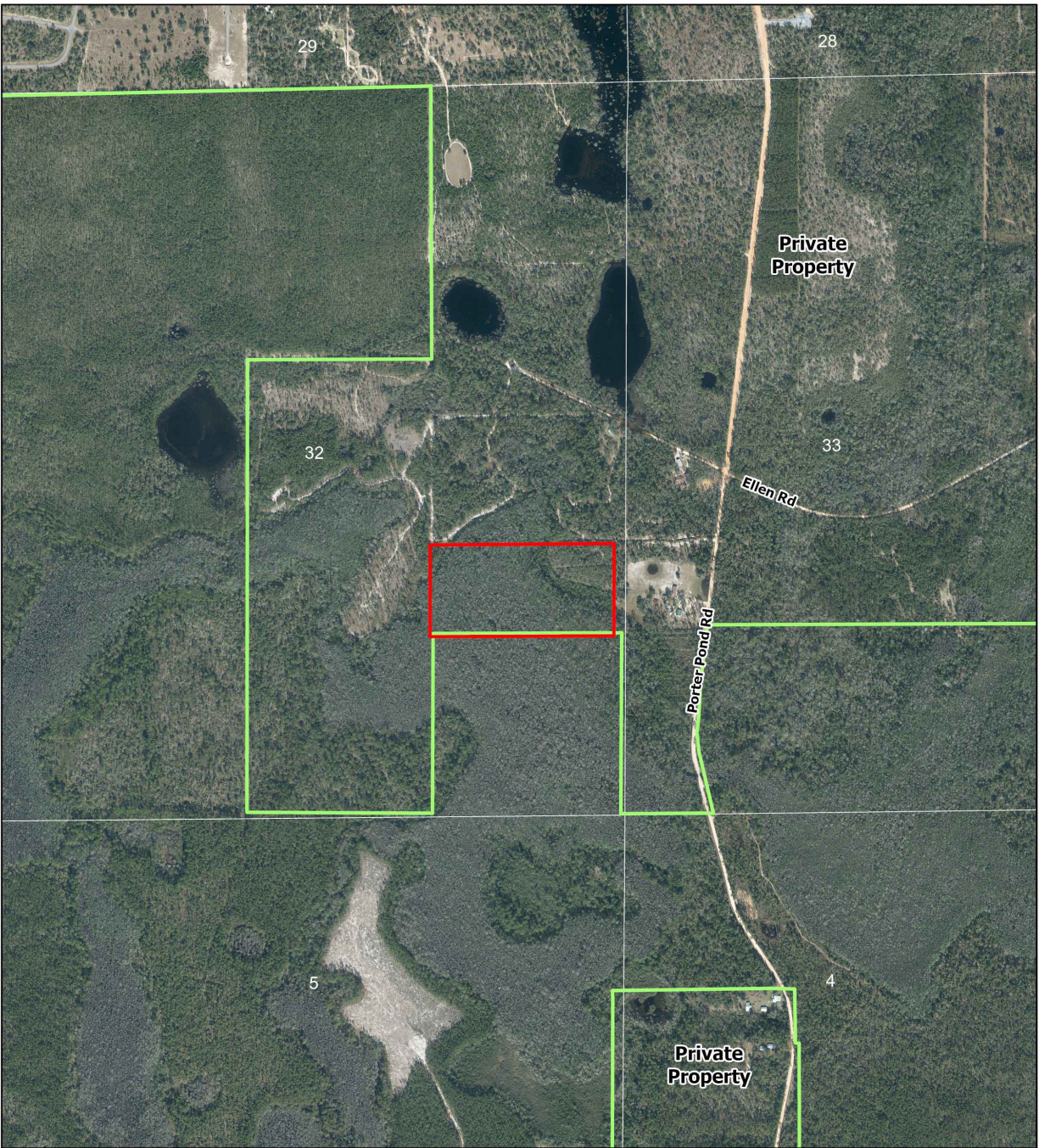
Boundary Map Acreage Certification and Survey of East Property Line. The District will hire DRMP to prepare a boundary map acreage certification on this parcel, including a survey of the east property line, not to exceed \$8,935.

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$2,500.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$199.20 and recording fees estimated at \$35.50. 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





St. Joe Timberland Co.

NFWMD Owned Lands

St. Joe Timberland Co.
Econfina Creek Water Management Area
Section 32, Township 2 South, Range 13 West
Washington County, Florida
20 Acres

0

500

1,000

2,000 Feet

N

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____ day of _____, 2023, between **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company, successor by various mergers and name changes to St. Joseph Land and Development Company, whose mailing address is 130 Richard Jackson Blvd., Panama City Beach, FL 32407, referred to herein as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

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

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a Warranty Deed, as set forth in **Exhibit B**, conveying title to the Property in fee simple, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, and existing road rights of way. The conveyance will include all of Seller's mineral rights, riparian rights, governmental approvals, fixtures, easements, rights-of-way, licenses, privileges, legal access, and all other appurtenances to the Property, if any exist. The Property may be subject to certain mineral rights or leases which may be owned by separate parties and which may include a right of access or entry to the Property for exploration, drilling or mining of such minerals. Purchaser understands and agrees that the existence of any such mineral rights or leases shall be Permitted Exceptions.

3. **Purchase Price.** The Purchase Price for the property (the "Purchase Price") will be Twenty-One Thousand Six Hundred and 00/100 Dollars (\$21,600.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$1,080.00 per acre ("Acre Price") for an estimated 20 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 20 acres or less than 20 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$1,080.00 by the acreage shown on the boundary map/acreage certification; provided, however, that the Adjusted

Purchase Price shall not exceed the District-approved value regardless of the final acreage determination, and that the District-approved value is equal to or greater than the adjusted Purchase Price. Seller agrees to give Purchaser reasonable time (no more than 30 days after receipt of the boundary map/acreage certification) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the Acre Price decreases below \$1,080.00, 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 and Survey of East Boundary.** Purchaser will obtain a current boundary map/acreage certification of the Property and a survey of the east boundary of the Property, acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the boundary map/acreage certification, during the Inspection Period and in the event any such objection is not cured to the Purchaser's satisfaction, the Purchaser may terminate the Agreement prior to the expiration of the Inspection Period. 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, during the Inspection Period and in the event any such objection is not cured to the Purchaser's satisfaction, the Purchaser may terminate the Agreement prior to the expiration of the Inspection Period.

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 October 31, 2023, at the Law Offices of Pennington, P.A. (the "Closing Agent"), 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if

earlier than October 31, 2023. 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. **Condition of Property.** Purchaser understands and agrees that it is purchasing the Property in an "AS IS" condition with all faults and without any representation or warranty on the part of Seller except as provided in the deed and other closing documents and as otherwise expressly provided to the contrary in this Contract. Purchaser is solely responsible for obtaining all necessary development approvals from governmental entities. Purchaser hereby expressly acknowledges and agrees that except as and to the extent expressly provided to the contrary in this Contract: (a) Seller makes and has made no warranty or representation whatsoever as to the condition or suitability of any portion of the Property or any building or structure on the Property for Purchaser's purposes, (b) Seller shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Seller, (c) the terms of this Contract provide Purchaser with the opportunity to make a complete and thorough examination and inspection of all portions of the Property, (d) Purchaser has determined or will determine prior to Closing that the condition of all portions of the Property and any building or structure on the Property is satisfactory to Purchaser, (e) notwithstanding the nature or extent of the inspections Purchaser has made, Purchaser shall purchase and accept every portion of the Property and any building or structure on the Property in its "AS IS" condition without requiring any action, expense or other thing or matter on the part of the Seller to be paid or performed and, upon acceptance of the deed of conveyance to the Property, Purchaser shall be conclusively deemed to have accepted the Property in its "AS IS" condition, except as otherwise provided in the deed and other closing documents, (f) prior to Closing, Purchaser has examined to the satisfaction of Purchaser the physical condition of the Property, the zoning, land use, and all permitting and other governmental approvals required for construction of any structure on the Property, (g) Purchaser recognizes that all or a portion of the Property may be considered wetlands which is subject to the jurisdiction of the Florida Department of Environmental Protection, the U.S. Army Corp of Engineers and other applicable governmental agencies and that Purchaser is obligated to comply with all applicable laws and regulations governing the development and/or use of such jurisdictional wetlands, (h) Purchaser recognizes that all or a portion of the Property may be located within a flood plain, and that such circumstance may affect Purchaser's ability to develop the Property, (i) Purchaser recognizes that all or a portion of the Property may contain a species of plant or animal life which is on a federal, state or local list of protected or endangered species and may be under the jurisdiction of the U.S. Fish and Wildlife Service (USFWS) or the Florida Fish and Wildlife Conservation Commission (FWC) or a similar governmental agency, and that such circumstance may affect Purchaser's ability to develop and/or use the Property, and (j) except as otherwise provided herein and in the deed and other Closing documents, Seller and its affiliates make and have made no representation or warranty, express or implied, concerning any portion of the Property, its condition, the use to which it may be put, any environmental matters, or any other thing or matter directly or indirectly related thereto or hereto (including, without limitation, NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY

PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS). The provisions of this section shall survive Closing and delivery of the deed.

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 authorize the Closing Agent to withhold, in accordance with Section 196.295, Florida Statutes, and 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 February 14, 2023, 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 to the best of the Seller's knowledge :

(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 February 14, 2023. Since February 14, 2023, 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.

Seller’s knowledge as used in this Agreement shall mean the actual knowledge of Tim Stuhr, Director of Forestry.

13. **Inspection/Possession.** Purchaser, its agents, employees or other representatives, shall have a period (the “Inspection Period”) commencing on the Effective Date and expiring at 11:59 p.m. on October 30, 2023 within which to perform Property inspections, examinations and testing to determine if the Property is suitable to Purchaser, in Purchaser’s sole and absolute discretion (the “Inspections”). Seller shall cooperate with Purchaser in its entry upon, and its Inspections of, the Property. Inspections may include conducting site inspections, surveys, topographical, environmental assessments, timber inventory and assessments, and all other tests and studies that Purchaser deems necessary or advisable. All such surveys, assessments, tests and studies shall be at Purchaser’s expense and without cost to Seller. Notwithstanding the foregoing, Purchaser hereby acknowledges that no invasive environmental tests (such as drilling or soil or groundwater testing), other than standard geotechnical testing for Purchaser’s intended development, may be performed by Purchaser unless Seller has provided its written consent thereto, which consent shall not be unreasonably withheld conditioned, or delayed. In the event Purchaser determines that the Property is unsuitable, in Purchaser’s sole and absolute discretion, and provides written Notice thereof to Seller prior to the expiration of the Inspection Period, then this Contract shall terminate. Within fifteen (15) days of the Effective Date, Seller shall deliver to Purchaser copies of all existing title insurance policies (together with exceptions noted herein), surveys, environment reports, leases, rent rolls, service contracts, warranties, plans, permits, and any other documents pertaining to the Property, as such are in Seller’s actual possession. Purchaser shall indemnify Seller from and against any loss, damage, cost or expense incurred by Seller as a result of Purchaser’s Inspections, provided that Purchaser shall not be so liable for (i) the mere discovery by Purchaser or its agents or contractors of any existing condition at the Property and/or (ii) any matter arising from the negligent or willful misconduct of Seller. Purchaser shall, following any such Inspections, promptly restore the Property to the condition which is as near as possible to the condition which existed immediately prior to such Inspections.

Notwithstanding the foregoing, the parties acknowledge and agree that Purchaser's liability under this Agreement is subject to the provisions of, and limitations in, section 768.28, Florida Statutes. Nothing herein shall be construed as i) a waiver of sovereign immunity of Purchaser beyond the waiver provided in 768.28, Florida Statutes; or ii) a waiver of any defenses of either party under Florida law. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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:	St. Joe Timberland Company of Delaware, L.L.C.
	130 Richard Jackson Blvd.
	Panama City Beach, FL 32407

ATTN: Mr. Tim Stuhr

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

Seller's representative in matters relating to this Agreement will be Mr. Tim Stuhr. 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 during the Inspection Period and in the event any such objection is not cured to the Purchaser's satisfaction, the Purchaser may terminate the Agreement prior to the expiration of the Inspection Period.

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 June 8, 2023.

27. **Public Use.** The Property shall be used for public purposes only and for no private use or purpose (collectively "Permitted Use").

28. **Repurchase Option.** Seller shall have a right to repurchase the Property as described below. For purposes of this Section, the term "Purchaser" shall include any of Purchaser's successors and assigns in interest in the Property.

28.1 **Use Default.** The following events shall constitute a "Use Default": (i) Purchaser's use of any portion of the Property for other than the Permitted Use.

28.2 **Remedies.** Upon the occurrence of a Use Default, Seller may elect to repurchase the Property in accordance with and subject to the terms, conditions and limitations set forth in this Section ("Repurchase Option").

28.3 **Exercise.** If Seller concludes that a Use Default has occurred and desires to exercise its Repurchase Option, Seller shall then provide written notice to Purchaser specifying the Use Default ("Use Default Notice"). If Purchaser has not cured the Use Default within thirty (30) days after receipt of the Use Default Notice, then Seller may exercise its Repurchase Option by providing written notice to Purchaser (the "Acquisition Notice"). The Acquisition Notice shall specify a date not more than ninety (90) days thereafter, on which Seller shall acquire all of Purchaser's right, title and interest in and to the Property, together with all improvements thereon and all licenses and permits appurtenant to the Property. For purposes hereof, Purchaser will be deemed to have cured if Purchaser has discontinued the Use Default prior to receipt of the Acquisition Notice. Notwithstanding the foregoing, Purchaser shall not be entitled to cure a second Use Default, if such Use Default occurs within two (2) years after the date Purchaser cures the first Use Default.

28.4 **Repurchase Price.** The repurchase price to be paid by Seller for the Property acquired through the Repurchase Option (the "Repurchase Price"), shall be calculated as of the date of the Acquisition Notice as follows:

(a) The sum of (i) the Purchase Price of the Property (the "Land Value") and (ii) as to any completed or partially completed improvements located on the Property, the then fair market value as determined by a mutually agreed upon appraiser, provided that such appraiser shall be named on the Florida Department of Environmental Protection approved appraiser list, of any such improvements not including the Land Value (the "Improvement Value"); less

(b) An amount equal to five percent (5%) of the Improvement Value, which amount the parties hereby agree constitutes an appropriate liquidated damage adjustment to the Repurchase Price in light of possible liens and other damages, the actual damages which would be sustained by Seller being impossible to determine as of the Effective Date.

If Seller proposes an appraiser to Purchaser for approval and Purchaser is unwilling to approve of such appraiser within fifteen (15) days after receipt of such proposal, Purchaser may designate a second appraiser not later than thirty (30) days after receipt of Seller's notice proposing an appraiser; provided, however, that any appraiser selected by either party shall be named on the Florida Department of Environmental Protection approved appraiser list. The two appraisers designated by Purchaser and Seller shall meet and appoint a third appraiser, whereupon all three appraisers shall independently appraise the

value of the improvements on the Property. The average of the three appraised values shall be deemed to be the Improvement Value. If Purchaser fails to designate a second appraiser within the aforementioned thirty (30) day period, the appraiser initially proposed by Seller shall be deemed to be the mutually agreed upon appraiser, and such appraisal shall control. Each party to this Agreement shall pay the fees of any appraiser appointed by that party, and in the event that a third appraiser is appointed, each party shall pay one-half of the fees of such third appraiser.

In complying with the provisions of this Section 28, the parties shall adhere to all requirements set forth in Section 373.089, Florida Statutes.

28.5 **Additional Repurchase Terms.** In the event that Seller exercises its Repurchase Option, the following provisions shall apply:

(a) **Title.** Purchaser shall be required to convey title to the Property to Seller subject only to those matters of record as of the date on which Purchaser originally acquired title to the Property, and any utility, drainage or other easements necessary in order to develop the Property in accordance with the Covenants and Restrictions which have, as of the date of the Acquisition Notice, been granted to third parties by Purchaser.

(b) **Fixtures and Equipment.** Fixtures and equipment placed or installed on the Property by Purchaser as an addition or improvement may, at Seller's option, be purchased by Seller at fair market value, or such fixtures and equipment shall be removed by Purchaser.

28.6 **No Election of Remedies.** Seller's pursuit of the remedies set forth above shall not preclude pursuit of any other remedy or remedies provided in this Agreement or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination.

28.7 **Survival.** The provisions of this Section 28 shall survive Closing.

28.8 **Recorded Memorandum.** A Memorandum of Agreement, evidencing the terms of this Section and in form and substance satisfactory to Seller, shall be executed by Purchaser and Seller at Closing, and recorded in the public records of Washington County, Florida.

{SIGNATURES ON FOLLOWING PAGE}

THIS AGREEMENT is hereby executed and entered into by Seller and Purchaser, as of the Effective Date.

SELLER:

**ST. JOE TIMBERLAND OF
DELAWARE, L.L.C.**

By: _____

Print Name: _____

Its: _____

Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____

George Roberts, Chair

Date: _____

EXHIBIT A

(Legal Description)

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

The Northwest Quarter (NW 1/4), of Section 14, Township 1 North, Range 14 West, Washington County, Florida. Less and Except the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section.

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 **St. Joe Timberland of Delaware, L.L.C., a Delaware limited liability company, successor by various mergers and name changes to St. Joseph Land and Development Company** (the “Grantor”), whose address is: 130 Richard Jackson Blvd., Panama City Beach, FL 32407, 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 Northwest Quarter (NW 1/4), of Section 14, Township 1 North, Range 14 West, Washington County, Florida. Less and Except the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section.

Parcel ID No.: 00000000-00-0577-0000

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.

The Property will be used by Grantee for public use or conservation purposes only.

By acceptance of this deed, Grantee hereby agrees that the use of the Property shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPS0041), summarized in the Memorandum of Grant, which is attached hereto as Exhibit F and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Washington County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.

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:

ST. JOE TIMBERLAND OF DELAWARE,
L.L.C., a Delaware limited liability company,
successor by various mergers and name changes
to St. Joseph Land and Development Company

Print Name

Print Name

By: _____
Print Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____ as _____ of St. Joe Timberland Company of Delaware, L.L.C. 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): _____



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

MEMORANDUM OF GRANT EXHIBIT F

TO: Northwest Florida Water Management District

FROM: Florida Department of Environmental Protection

SUBJECT: Department of Environmental Protection Agreement LPS0041

DATE: May 14, 2020

This Grant Agreement was executed on April 22, 2020, by and between the Florida Department of Environmental Protection and the Northwest Florida Water Management District (Grantee), for in pertinent part, land acquisition in Bay, Calhoun, Gadsden, Jackson, Leon, Liberty, Wakulla, and Washington Counties, Florida for the purpose of protecting springs, by funding such projects under Section 403.061, Florida Statutes. A copy of the Grant Agreement can be viewed at: <https://facts.fldfs.com/> under "Agency Assigned Contract ID" search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement a Clean Water Act or Drinking Water Act program under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

EXHIBIT C

(Title, Possession and Non-Lien Affidavit)

TITLE, POSSESSION AND NON-LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____ as
_____ of St. Joe Timberland Company of Delaware, L.L.C., 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 Northwest Quarter (NW 1/4), of Section 14, Township 1 North, Range 14 West, Washington County, Florida. Less and Except the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section.

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 February 14, 2023. Since February 14, 2023, 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:

St. Joe Timberland Company of Delaware, L.L.C.: _____

19. All of the representations and warranties made by Grantor in that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") between Grantor and the Northwest Florida Water Management District for the purchase of the Property, including the representations and warranties contained in Paragraph 7 and Paragraph 12 of the Agreement, are true and correct as of the day hereof, and shall not merge into the deeds but shall survive closing. To the best of the knowledge of undersigned, there are no matters pending that could impact the accuracy of the representations and warranties between the date hereof and the recording of the interest conveyed or to be conveyed in consideration for the funding of the purchase price.

20. All statements made herein, to the best of the knowledge and belief of the undersigned, are true and correct as of the date and time the deed incident hereto is recorded. There are no matters pending against Grantor that could give rise to a lien that would attach to the Property between the date hereof and the statements made herein and the date of such recordation. The Grantor has not and will not commit, between the date hereof and the date and time of such recordation, any act that would cause the statements made herein to change or to become invalid, nor will Grantor execute any instrument that would adversely affect the title to the Property.

21. The Grantor has authorized the undersigned to make and deliver this Affidavit fully realizing that the Northwest Florida Water Management District, and First American Title Company, Inc. (title insurer), and J. Breck Brannen, Esq. and Pennington, P.A. (title agent), are relying hereon in order to purchase the Property, insure title thereto, and/or close the purchase and sale of the Property. This Affidavit is made with full understanding of all laws appertaining to affidavits in the State of Florida, and full faith and credit may be given hereto. The undersigned further certifies that he has read or has heard read to him the complete text of this Affidavit and fully understands its contents.

{SIGNATURES ON FOLLOWING PAGE}

By: _____
Print Name: _____
As _____ of St. Joe Timberland
Company of Delaware, L.L.C.

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by _____ as
_____ of St. Joe Timberland Company of Delaware, L.L.C.

_____ 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: June 27, 2023

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the St. Joe Gully Pond Parcel; Econfina Creek WMA

Recommendation:

Staff recommends the Governing Board:

1. Accept the appraisal prepared by Carlton Appraisal Company and review appraisal prepared by Carroll Appraisal Company, Inc. for the St. Joe Gully Pond 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 St. Joe Gully Pond 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 Florida 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 120 acres +/- in Washington County as shown on the attached maps from the St. Joe Timberland Company of Delaware, LLC. The parcel is located north of Greenhead Road.

The St. Joe Gully Pond parcel is located within the Econfina Springs Groundwater Contribution Area, is ultimately surrounded by District land on four 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 120 acres +/- is \$72,900. 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 2023-24 budget for this acquisition.

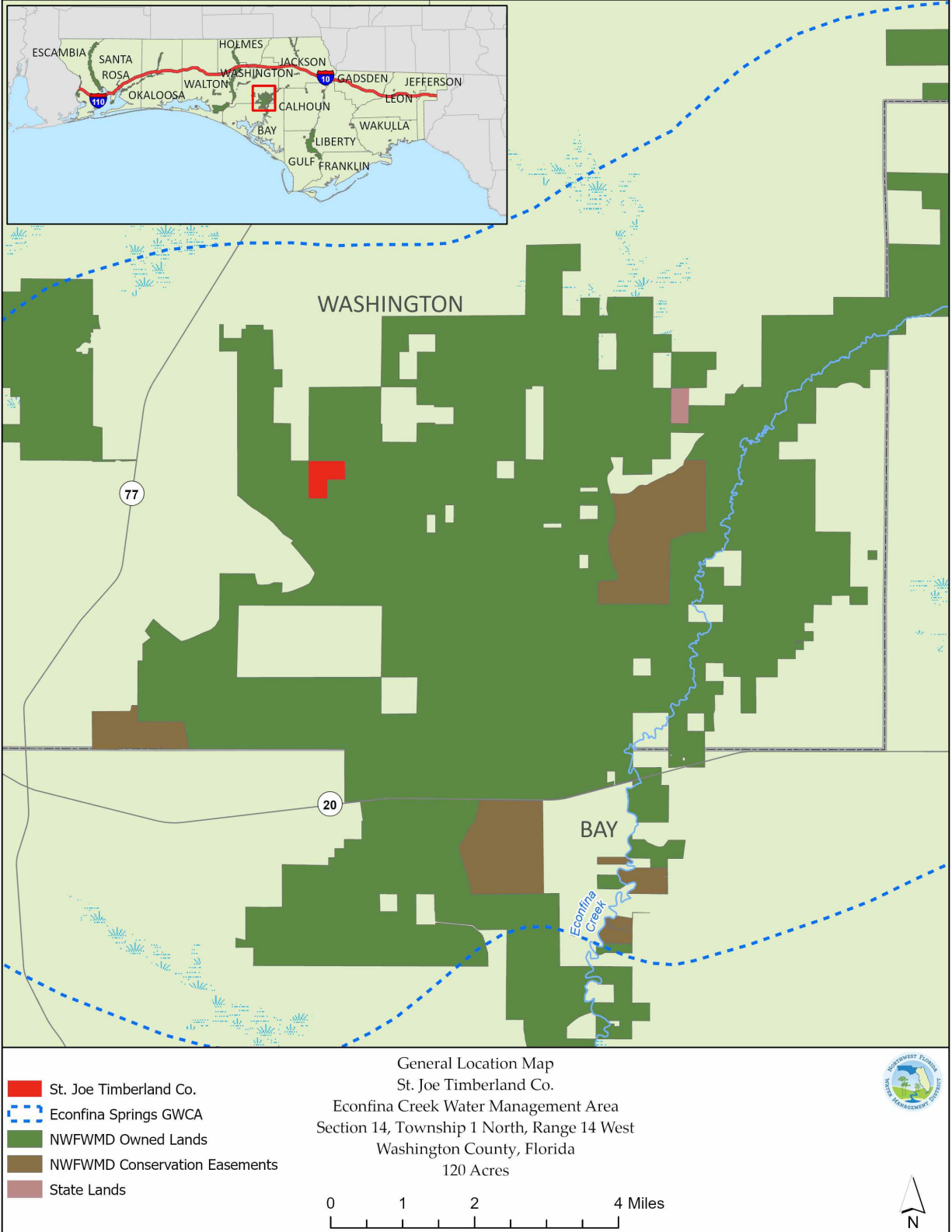
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$2,924.

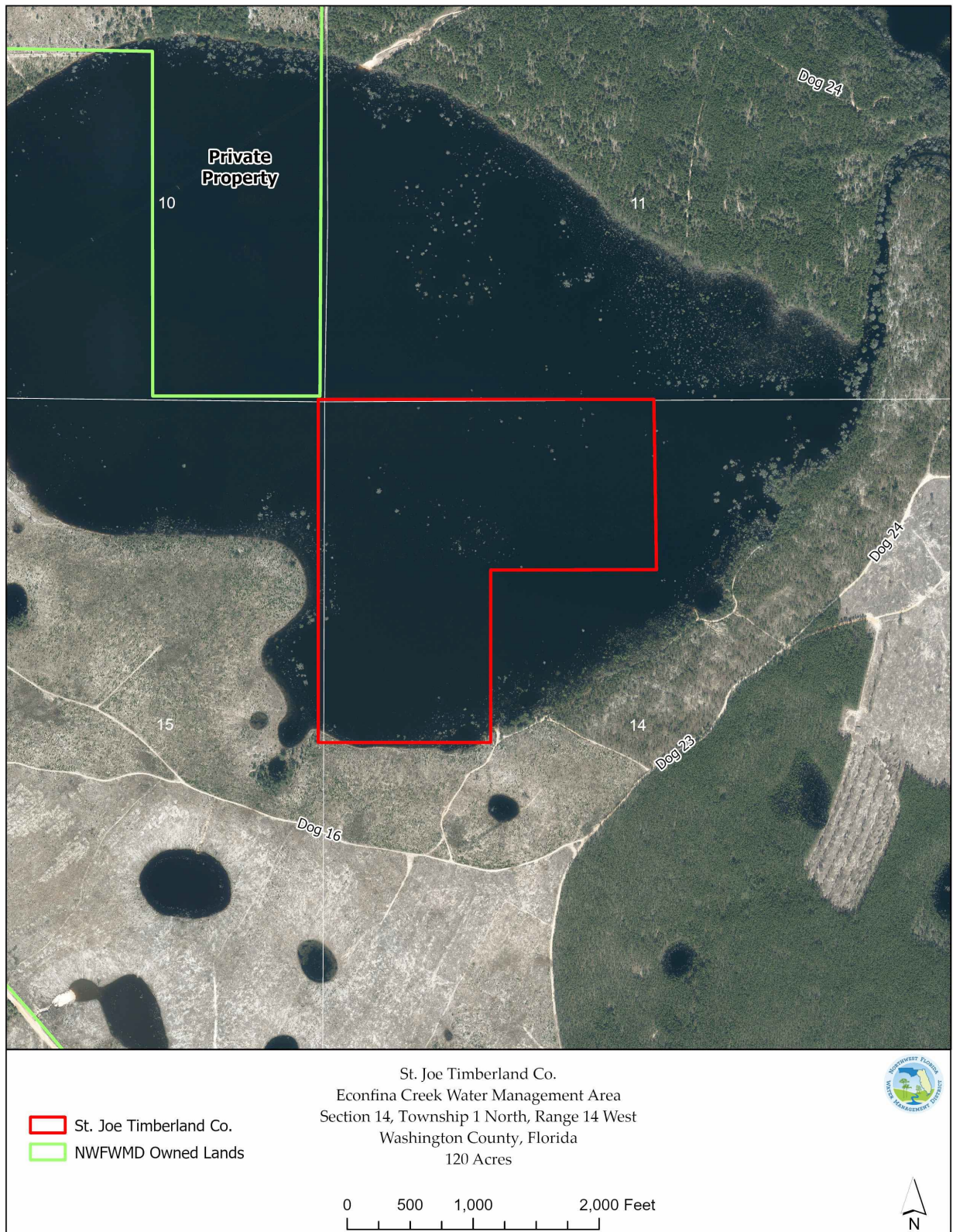
Boundary Map Acreage Certification. The District will hire DRMP to prepare a boundary map acreage certification on this parcel, not to exceed \$1,760.

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$2,500.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$494.18 and recording fees estimated at \$35.50. 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 **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company, successor by various mergers and name changes to St. Joseph Land and Development Company, whose mailing address is 130 Richard Jackson Blvd., Panama City Beach, FL 32407, referred to herein as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

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

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a Warranty Deed, as set forth in **Exhibit B**, conveying title to the Property in fee simple, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, and existing road rights of way. The conveyance will include all of Seller's mineral rights, riparian rights, governmental approvals, fixtures, easements, rights-of-way, licenses, privileges, legal access, and all other appurtenances to the Property, if any exist. The Property may be subject to certain mineral rights or leases which may be owned by separate parties and which may include a right of access or entry to the Property for exploration, drilling or mining of such minerals. Purchaser understands and agrees that the existence of any such mineral rights or leases shall be Permitted Exceptions.

3. **Purchase Price.** The Purchase Price for the property (the "Purchase Price") will be Seventy-Two Thousand Nine Hundred and 00/100 Dollars (\$72,900.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$607.50 per acre ("Acre Price") for an estimated 120 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 120 acres or less than 120 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$607.50 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 \$607.50, 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, during the Inspection Period and in the event any such objection is not cured to the Purchaser's satisfaction, the Purchaser may terminate the Agreement prior to the expiration of the Inspection Period. 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, during the Inspection Period and in the event any such objection is not cured to the Purchaser's satisfaction, the Purchaser may terminate the Agreement prior to the expiration of the Inspection Period.

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 October 31, 2023, at the Law Offices of Pennington, P.A. (the "Closing Agent"), 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than October 31, 2023. 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. **Condition of Property.** Purchaser understands and agrees that it is purchasing the Property in an "AS IS" condition with all faults and without any representation or warranty on the part of Seller except as provided in the deed and other closing documents and as otherwise expressly provided to the contrary in this Contract. Purchaser is solely responsible for obtaining all necessary development approvals from governmental entities. Purchaser hereby expressly acknowledges and agrees that except as and to the extent expressly provided to the contrary in this Contract: (a) Seller makes and has made no warranty or representation whatsoever as to the condition or suitability of any portion of the Property or any building or structure on the Property for Purchaser's purposes, (b) Seller shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Seller, (c) the terms of this Contract provide Purchaser with the opportunity to make a complete and thorough examination and inspection of all portions of the Property, (d) Purchaser has determined or will determine prior to Closing that the condition of all portions of the Property and any building or structure on the Property is satisfactory to Purchaser, (e) notwithstanding the nature or extent of the inspections Purchaser has made, Purchaser shall purchase and accept every portion of the Property and any building or structure on the Property in its "AS IS" condition without requiring any action, expense or other thing or matter on the part of the Seller to be paid or performed and, upon acceptance of the deed of conveyance to the Property, Purchaser shall be conclusively deemed to have accepted the Property in its "AS IS" condition, except as otherwise provided in the deed and other closing documents, (f) prior to Closing, Purchaser has examined to the satisfaction of Purchaser the physical condition of the Property, the zoning, land use, and all permitting and other governmental approvals required for construction of any structure on the Property, (g) Purchaser recognizes that all or a portion of the Property may be considered wetlands which is subject to the jurisdiction of the Florida Department of Environmental Protection, the U.S. Army Corp of Engineers and other applicable governmental agencies and that Purchaser is obligated to comply with all applicable laws and regulations governing the development and/or use of such jurisdictional wetlands, (h) Purchaser recognizes that all or a portion of the Property may be located within a flood plain, and that such circumstance may affect Purchaser's ability to develop the Property, (i) Purchaser recognizes that all or a portion of the Property may contain a species of plant or animal life which is on a federal, state or local list of protected or endangered species and may be under the jurisdiction of the U.S. Fish and Wildlife Service (USFWS) or the Florida Fish and Wildlife Conservation Commission (FWC) or a similar governmental agency, and that such circumstance may affect Purchaser's ability to develop and/or use the Property, and (j) except as otherwise provided herein and in the deed and other Closing documents, Seller and its affiliates make and have made no representation or warranty, express or implied, concerning any portion of the Property, its condition, the use to which it may be put, any environmental matters, or any other thing or matter directly or indirectly related thereto or hereto (including, without limitation, NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS). The provisions of this section shall survive Closing and delivery of the deed.

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 authorize the Closing Agent to withhold, in accordance with Section 196.295, Florida Statutes, and 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 February 14, 2023, 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 to the best of the Seller's knowledge :

(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 February 14, 2023. Since February 14, 2023, 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.

Seller’s knowledge as used in this Agreement shall mean the actual knowledge of Tim Stuhr, Director of Forestry.

13. **Inspection/Possession.** Purchaser, its agents, employees or other representatives, shall have a period (the “Inspection Period”) commencing on the Effective Date and expiring at 11:59 p.m. on October 30, 2023 within which to perform Property inspections, examinations and testing to determine if the Property is suitable to Purchaser, in Purchaser’s sole and absolute discretion (the “Inspections”). Seller shall cooperate with Purchaser in its entry upon, and its Inspections of, the Property. Inspections may include conducting site inspections, surveys, topographical, environmental assessments, timber inventory and assessments, and all other tests and studies that Purchaser deems necessary or advisable. All such surveys, assessments, tests and studies shall be at Purchaser’s expense and without cost to Seller. Notwithstanding the foregoing, Purchaser hereby acknowledges that no invasive environmental tests (such as drilling or soil or groundwater testing), other than standard geotechnical testing for Purchaser’s intended development, may be performed by Purchaser unless Seller has provided its written consent thereto, which consent shall not be unreasonably withheld conditioned, or delayed. In the event Purchaser determines that the Property is unsuitable, in Purchaser’s sole and absolute discretion, and provides written Notice thereof to Seller prior to the expiration of the Inspection Period, then this Contract shall terminate. Within fifteen (15) days of the Effective Date, Seller shall deliver to Purchaser copies of all existing title insurance policies (together with exceptions noted herein), surveys, environment reports, leases, rent rolls, service contracts, warranties, plans, permits, and any other documents pertaining to the Property, as such are in Seller’s actual possession. Purchaser shall indemnify Seller from and against any loss, damage, cost or expense incurred by Seller as a result of Purchaser’s Inspections, provided that Purchaser shall not be so liable for (i) the mere discovery by Purchaser or its agents or contractors of any existing condition at the Property and/or (ii) any matter arising from the negligent or willful misconduct of Seller. Purchaser shall, following any such Inspections, promptly restore the Property to the condition which is as near as possible to the condition which existed immediately prior to such Inspections.

Notwithstanding the foregoing, the parties acknowledge and agree that Purchaser’s liability under this Agreement is subject to the provisions of, and limitations in, section 768.28, Florida Statutes. Nothing herein shall be construed as i) a waiver of sovereign immunity of

Purchaser beyond the waiver provided in 768.28, Florida Statutes; or ii) a waiver of any defenses of either party under Florida law. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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: St. Joe Timberland Company of Delaware, L.L.C.
130 Richard Jackson Blvd.
Panama City Beach, FL 32407
ATTN: Mr. Tim Stuhr

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

Seller's representative in matters relating to this Agreement will be Mr. Tim Stuhr. 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 during the Inspection Period and in the event any such objection is not cured to the Purchaser's satisfaction, the Purchaser may terminate the Agreement prior to the expiration of the Inspection Period.

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 June 8, 2023.

27. **Public Use.** The Property shall be used for public purposes only and for no private use or purpose (collectively "Permitted Use").

28. **Repurchase Option.** Seller shall have a right to repurchase the Property as described below. For purposes of this Section, the term "Purchaser" shall include any of Purchaser's successors and assigns in interest in the Property.

28.1 **Use Default.** The following events shall constitute a "Use Default": (i) Purchaser's use of any portion of the Property for other than the Permitted Use.

28.2 **Remedies.** Upon the occurrence of a Use Default, Seller may elect to repurchase the Property in accordance with and subject to the terms, conditions and limitations set forth in this Section (“Repurchase Option”).

28.3 **Exercise.** If Seller concludes that a Use Default has occurred and desires to exercise its Repurchase Option, Seller shall then provide written notice to Purchaser specifying the Use Default (“Use Default Notice”). If Purchaser has not cured the Use Default within thirty (30) days after receipt of the Use Default Notice, then Seller may exercise its Repurchase Option by providing written notice to Purchaser (the “Acquisition Notice”). The Acquisition Notice shall specify a date not more than ninety (90) days thereafter, on which Seller shall acquire all of Purchaser’s right, title and interest in and to the Property, together with all improvements thereon and all licenses and permits appurtenant to the Property. For purposes hereof, Purchaser will be deemed to have cured if Purchaser has discontinued the Use Default prior to receipt of the Acquisition Notice. Notwithstanding the foregoing, Purchaser shall not be entitled to cure a second Use Default, if such Use Default occurs within two (2) years after the date Purchaser cures the first Use Default.

28.4 **Repurchase Price.** The repurchase price to be paid by Seller for the Property acquired through the Repurchase Option (the “Repurchase Price”), shall be calculated as of the date of the Acquisition Notice as follows:

(a) The sum of (i) the Purchase Price of the Property (the “Land Value”) and (ii) as to any completed or partially completed improvements located on the Property, the then fair market value as determined by a mutually agreed upon appraiser, provided that such appraiser shall be named on the Florida Department of Environmental Protection approved appraiser list, of any such improvements not including the Land Value (the “Improvement Value”); less

(b) An amount equal to five percent (5%) of the Improvement Value, which amount the parties hereby agree constitutes an appropriate liquidated damage adjustment to the Repurchase Price in light of possible liens and other damages, the actual damages which would be sustained by Seller being impossible to determine as of the Effective Date.

If Seller proposes an appraiser to Purchaser for approval and Purchaser is unwilling to approve of such appraiser within fifteen (15) days after receipt of such proposal, Purchaser may designate a second appraiser not later than thirty (30) days after receipt of Seller’s notice proposing an appraiser; provided, however, that any appraiser selected by either party shall be named on the Florida Department of Environmental Protection approved appraiser list. The two appraisers designated by Purchaser and Seller shall meet and appoint a third appraiser, whereupon all three appraisers shall independently appraise the value of the improvements on the Property. The average of the three appraised values shall be deemed to be the Improvement Value. If Purchaser fails to designate a second appraiser within the aforementioned thirty (30) day period, the appraiser initially proposed by Seller shall be deemed to be the mutually agreed upon appraiser, and such appraisal shall control. Each party to this Agreement shall pay the fees of any appraiser appointed by that party, and in the event that a third appraiser is appointed, each party shall pay one-half of the fees of such third appraiser.

In complying with the provisions of this Section 28, the parties shall adhere to all requirements set forth in Section 373.089, Florida Statutes.

28.5 **Additional Repurchase Terms.** In the event that Seller exercises its Repurchase Option, the following provisions shall apply:

(a) **Title.** Purchaser shall be required to convey title to the Property to Seller subject only to those matters of record as of the date on which Purchaser originally acquired title to the Property, and any utility, drainage or other easements necessary in order to develop the Property in accordance with the Covenants and Restrictions which have, as of the date of the Acquisition Notice, been granted to third parties by Purchaser.

(b) Fixtures and Equipment. Fixtures and equipment placed or installed on the Property by Purchaser as an addition or improvement may, at Seller's option, be purchased by Seller at fair market value, or such fixtures and equipment shall be removed by Purchaser.

28.6 No Election of Remedies. Seller's pursuit of the remedies set forth above shall not preclude pursuit of any other remedy or remedies provided in this Agreement or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination.

28.7 Survival. The provisions of this Section 28 shall survive Closing.

28.8 Recorded Memorandum. A Memorandum of Agreement, evidencing the terms of this Section and in form and substance satisfactory to Seller, shall be executed by Purchaser and Seller at Closing, and recorded in the public records of Washington County, Florida.

{SIGNATURES ON FOLLOWING PAGE}

THIS AGREEMENT is hereby executed and entered into by Seller and Purchaser, as of the Effective Date.

SELLER:

**ST. JOE TIMBERLAND OF
DELAWARE, L.L.C.**

By: _____

Print Name: _____

Its: _____

Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____

George Roberts, Chair

Date: _____

EXHIBIT A

(Legal Description)

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

The Northwest Quarter (NW 1/4), of Section 14, Township 1 North, Range 14 West, Washington County, Florida. Less and Except the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section.

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 **St. Joe Timberland of Delaware, L.L.C., a Delaware limited liability company, successor by various mergers and name changes to St. Joseph Land and Development Company** (the “Grantor”), whose address is: 130 Richard Jackson Blvd., Panama City Beach, FL 32407, 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 Northwest Quarter (NW 1/4), of Section 14, Township 1 North, Range 14 West, Washington County, Florida. Less and Except the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section.

Parcel ID No.: 000000000-00-3095-0001

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.

The Property will be used by Grantee for public use or conservation purposes only.

By acceptance of this deed, Grantee hereby agrees that the use of the Property shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPS0041), summarized in the Memorandum of Grant, which is attached hereto as Exhibit F and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Washington County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.

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:

ST. JOE TIMBERLAND OF DELAWARE,
L.L.C., a Delaware limited liability company,
successor by various mergers and name changes
to St. Joseph Land and Development Company

Print Name

Print Name

By: _____
Print Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____ as _____ of St. Joe Timberland Company of Delaware, L.L.C. 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): _____



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

MEMORANDUM OF GRANT EXHIBIT F

TO: Northwest Florida Water Management District
FROM: Florida Department of Environmental Protection
SUBJECT: Department of Environmental Protection Agreement LPS0041
DATE: May 14, 2020

This Grant Agreement was executed on April 22, 2020, by and between the Florida Department of Environmental Protection and the Northwest Florida Water Management District (Grantee), for in pertinent part, land acquisition in Bay, Calhoun, Gadsden, Jackson, Leon, Liberty, Wakulla, and Washington Counties, Florida for the purpose of protecting springs, by funding such projects under Section 403.061, Florida Statutes. A copy of the Grant Agreement can be viewed at: <https://facts.fldfs.com/> under "Agency Assigned Contract ID" search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement a Clean Water Act or Drinking Water Act program under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

EXHIBIT C

(Title, Possession and Non-Lien Affidavit)

TITLE, POSSESSION AND NON-LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____ as
_____ of St. Joe Timberland Company of Delaware, L.L.C., 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 Northwest Quarter (NW 1/4), of Section 14, Township 1 North, Range 14 West, Washington County, Florida. Less and Except the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section.

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 February 14, 2023. Since February 14, 2023, 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:

St. Joe Timberland Company of Delaware, L.L.C.: _____

19. All of the representations and warranties made by Grantor in that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") between Grantor and the Northwest Florida Water Management District for the purchase of the Property, including the representations and warranties contained in Paragraph 7 and Paragraph 12 of the Agreement, are true and correct as of the day hereof, and shall not merge into the deeds but shall survive closing. To the best of the knowledge of undersigned, there are no matters pending that could impact the accuracy of the representations and warranties between the date hereof and the recording of the interest conveyed or to be conveyed in consideration for the funding of the purchase price.

20. All statements made herein, to the best of the knowledge and belief of the undersigned, are true and correct as of the date and time the deed incident hereto is recorded. There are no matters pending against Grantor that could give rise to a lien that would attach to the Property between the date hereof and the statements made herein and the date of such recordation. The Grantor has not and will not commit, between the date hereof and the date and time of such recordation, any act that would cause the statements made herein to change or to become invalid, nor will Grantor execute any instrument that would adversely affect the title to the Property.

21. The Grantor has authorized the undersigned to make and deliver this Affidavit fully realizing that the Northwest Florida Water Management District, and First American Title Company, Inc. (title insurer), and J. Breck Brannen, Esq. and Pennington, P.A. (title agent), are relying hereon in order to purchase the Property, insure title thereto, and/or close the purchase and sale of the Property. This Affidavit is made with full understanding of all laws appertaining to affidavits in the State of Florida, and full faith and credit may be given hereto. The undersigned further certifies that he has read or has heard read to him the complete text of this Affidavit and fully understands its contents.

{SIGNATURES ON FOLLOWING PAGE}

By: _____
Print Name: _____
As _____ of St. Joe Timberland
Company of Delaware, L.L.C.

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by _____ as
_____ of St. Joe Timberland Company of Delaware, L.L.C.

_____ 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, Bureau Chief, Land Management Operations

DATE: June 27, 2023

SUBJECT: Consideration of ITB 23B-009 for Econfinia Creek Sand Pine Timber Sale

Recommendation

Staff recommends the Governing Board award the Econfinia Creek Sand Pine Timber Sale to the following companies: Unit 1 to Sapp's Land and Excavating at \$8.07 per ton; Unit 2 to Cedar Creek Timber Company, Inc. at \$9.50 per ton; and Unit 3 at \$14.00 per ton and Unit 4 at \$8.25 per ton, both to Deer Point Timber Products, and authorize the Executive Director to enter into agreements with these three highest bidders, at the per ton bid prices previously stated, subject to legal counsel review.

Background

On May 22, 2023, the District issued Invitation to Bid (ITB) 23B-009 to conduct sand pine clearcut timber harvests within four sale units in the Econfinia Creek Water Management Area totaling approximately 1,071 acres, as outlined in Table 1 and the attached Exhibit Map. The bid was advertised on the My Florida Market Place Vendor Information Portal, the District's website, and the Florida Administrative Register. Notices were also sent to a number of companies who had previously expressed an interest in District timber sales.

This multi-stand timber sale includes an estimated 67,320 tons of sand pine pulpwood timber product located in Washington County within the Econfinia Creek Water Management Area. The planned timeframe is for the harvests to be completed by July 30, 2024. The ITB utilized a process that provided the opportunity for awards to multiple buyers. Each timber sale unit was bid individually, with all timber payments to be made on a measured per-ton basis.

On June 22, 2023, at 2:00 P.M., the District received four sealed bids for the purchase of sand pine pulpwood at the bid prices contained in Table 2. The highest bids received for each unit are as follows: Unit 1 - Sapp's Land and Excavating at \$8.07 per ton; Unit 2 - Cedar Creek Timber Company at \$9.50 per ton; Unit 3 - Deer Point Timber Products at \$14.00 per ton; and Unit 4 - Deer Point Timber products at \$8.25 per ton.

Based on the bid prices submitted, this timber sale is expected to result in a harvest of 67,320 tons of sand pine pulpwood with a projected timber revenue of \$649,187.49.

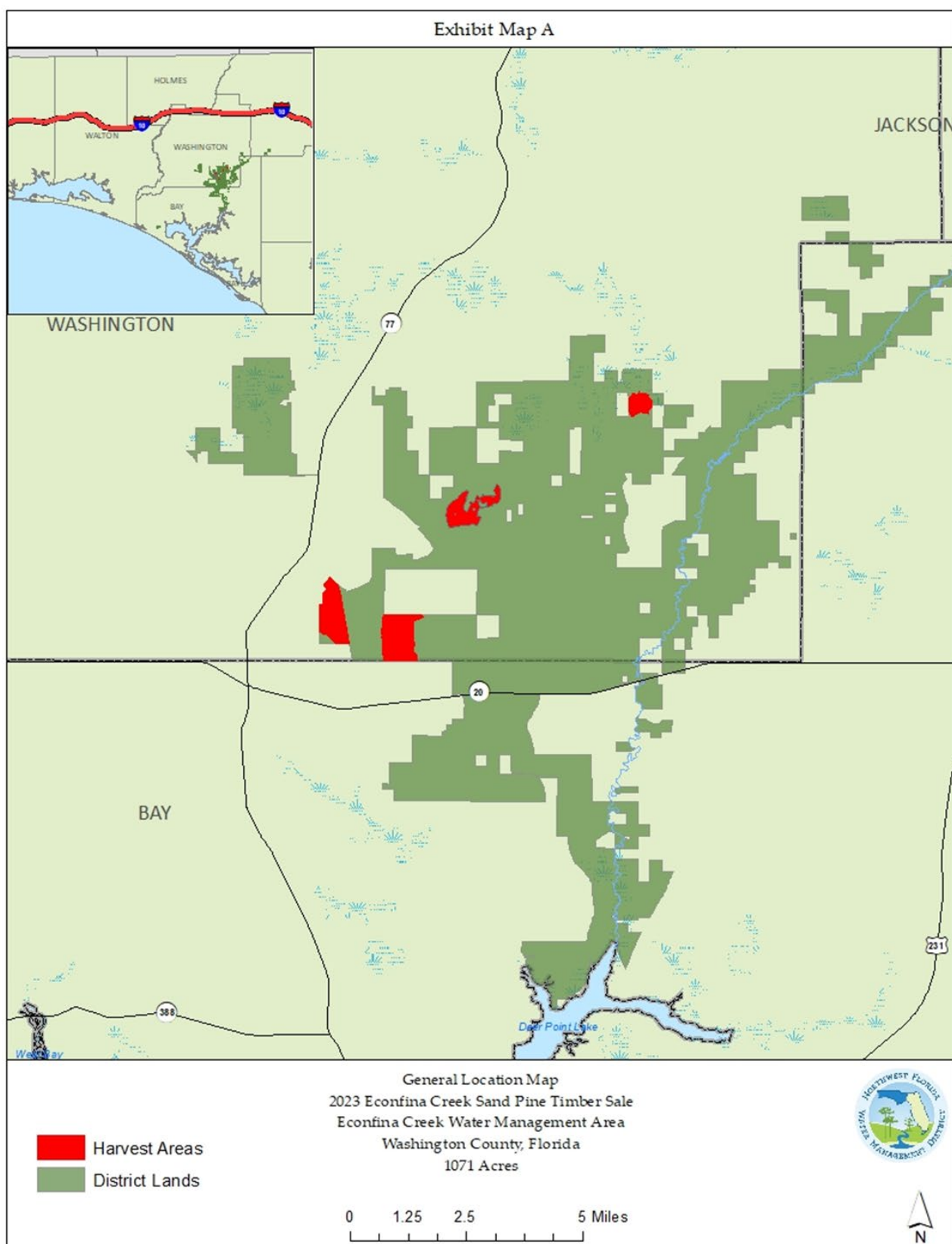
Table 1 - Timber Sale Units, Acreages, and Estimated Weight

TIMBER SALE UNIT & MAP NUMBER	NWFWMD HARVEST STAND NUMBERS	SECTION; TOWNSHIP; RANGE	ACRES	AGE	ESTIMATED TIMBER WEIGHT (TONS) ¹
1	601110	4;1N; R13W	123	33	7,257
2	602080	13/14/23/24; 1N; 14W	312	35	23,712
3	602254	28/29/32/33; 1N; 14W	198	37	11,385
4	602255	33/34; 1N; 14W	438	37	24,966
TOTAL			1,071		

¹ *Estimated Timber Weight* is total stand roundwood timber volume based on a strata-level timber cruise performed in 2014 or later and modeled timber growth. This estimate does not account for hurricane damage or other tree mortality or conditions that would impact typical tree growth. The District does **NOT** guarantee this information.

Table 2 - Bids Submitted – Price Per Ton & Estimated Timber Revenue

Bidder/ Company	Unit 1	Unit 2	Unit 3	Unit 4
	Bid Price Per Ton			
Cedar Creek Timber Company, Inc.	\$8.00	<u>\$9.50</u>	\$7.50	N/A
Deer Point Timber Products	N/A	N/A	<u>\$14.00</u>	<u>\$8.25</u>
Sapp's Land and Excavating	<u>\$8.07</u>	\$8.07	\$8.07	\$8.07
Whitfield Timber Company	\$6.00	\$6.00	\$13.15	\$6.00
Estimated Timber Weight (Tons)	7,257	23,712	11,385	24,966
Estimated Timber Value, based on highest bid price per ton submitted	\$58,563.99	\$225,264.00	\$159,390.00	\$205,969.50



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

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

DATE: June 28, 2023

SUBJECT: Consideration of ITB 23B-010 for 2023 Plug Growing Services

Background

On June 20, 2023, the District issued an Invitation to Bid (ITB) for 2023 Plug Growing Services (ITB 23B-010). This ITB was issued to solicit bids for Plug Growing Services to grow up to 75,000 toothache grass plugs, up to 75,000 wiregrass plugs, and up to 25,000 Florida natives plugs.

Sealed bids for ITB 23B-010 are due by 2:00 p.m. Eastern Time on July 11, 2023. Staff will provide the bid results and a recommendation in the form of a supplement at the July 13, 2023, Governing Board Meeting.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Kathleen Coates, Chief, Water Resource Evaluation Bureau

DATE: June 27, 2023

SUBJECT: 2023 Water Supply Assessment

Section 373.036, Florida Statutes, requires water management districts (WMD) to conduct a Districtwide Water Supply Assessment (WSA) at least once every five years. Rule 62-40.531, Florida Administrative Code, states that when a WMD determines for a planning region that sources of water are not adequate to supply water for existing and future reasonable-beneficial uses while sustaining surface and groundwater resources and related natural systems, a regional water supply plan (RWSP) shall be developed.

The District completed the first water supply assessment in 1998. The 2023 WSA is the District's fifth update. The primary components of the 2023 WSA are 2020 water use estimates, water demand projections for 2025 through 2045, and assessments for each planning region of whether existing and reasonably anticipated water sources will be sufficient to meet future water demands through 2045 while sustaining water resources and associated natural systems.

The District has scheduled public workshops during the week of July 24th to provide the public, local governments, water supply utilities, self-suppliers, and other parties an opportunity to gain an understanding of the regional water supply planning process and to review technical data and planning assumptions.

Based on the preliminary findings in the 2023 WSA, the development of inland groundwater sources, expanded reuse of reclaimed water, and water conservation in Planning Region II have reduced coastal withdrawals from the Floridan aquifer and slowed, but not eliminated, the risk of saltwater intrusion. The draft WSA recommends continuation of the Region II RWSP. Resource concerns also exist within Regions III, V, and VI, where Water Resource Caution Areas, Areas of Resource Concern, or the potential for coastal saltwater intrusion limit the availability of water sources. However, based on the demand projections provided in the draft WSA, sources are anticipated to be sufficient to meet future needs within each of these regions through 2045. In the remaining planning regions, resource concerns, where present, are generally localized, and existing and future water resources are anticipated to be sufficient to meet water demands through 2045. These preliminary findings are subject to change following additional input and review from the public, local governments and utilities, and other self-suppliers.

Following the workshops and receipt of public comments, staff will revise the draft 2023 WSA report. Recommendations regarding whether to continue or initiate RWSPs will be brought to the Governing Board for action prior to finalizing the 2023 WSA report.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: July 5, 2023

Michael Lee vs. Northwest Florida Water Management District, Walton County Circuit Court
Case No. 2023-CA-000266

This is a personal injury suit brought by Michael Lee, plaintiff. The Plaintiff alleges that he was riding his bicycle on September 28, 2022, when he was struck and injured by a District vehicle. The complaint was filed in March 2023 and served on June 19, 2023. The complaint was forwarded to the District's liability insurance carrier and a claim was made. The insurance carrier has retained the Coppins Monroe law firm in Tallahassee as defense counsel for the District.

As of the date of this memorandum, a response to the complaint was not yet due. We will update the Board as more information is obtained.