

**Northwest Florida Water Management District  
Governing Board Meeting Minutes  
Thursday, October 10, 2024  
81 Water Management Drive  
Havana, Florida 32333**

1. Opening Ceremonies

Called to order at 1:02 p.m.

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

Present: George Roberts, Chair; Nick Patronis, Secretary-Treasurer; John Alter; Kellie Ralston; Anna Upton

Absent: Jerry Pate, Vice Chair; Gus Andrews; Ted Everett

2. Special Thanks and Recognition

Retirement recognition for Paul Thorpe.

3. Changes to the Agenda

None.

4. Consideration of the following Items Collectively by Consent:

MOTIONED BY NICK PATRONIS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE ITEMS A, B, C, D, E, F, AND G 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 September 12, 2024, and September 30, 2024

Approve the Minutes for September 12, 2024, and September 30, 2024, Governing Board meeting.

B. Approval of the Financial Reports for the Month of August 2024

Approve the Financial Reports for the Month of August 2024.

C. Approval of Resolution No. 946 for Donation of the Grayton Forest Business Center Parcel; Choctawhatchee Bay

Approve and adopt Resolution No. 946 for the donation of the Grayton Forest Business Center parcel on Choctawhatchee Bay in Walton County.

D. Consideration of Request for Authorization to Declare and Dispose of Property

Approve to declare the property items presented as surplus and authorize staff to dispose of the items in accordance with established procedures and remove them from the District's property records.

E. Consideration of 2024 Minimum Flows and Minimum Water Levels Priority List

Authorize the Executive Director to submit the District's 2024 Minimum Flows and Minimum Water Levels Priority List, as proposed, to the Department of Environmental Protection.

F. Consideration of Amendment to USGS Streamflow Monitoring Joint Funding Agreement

Authorize the Executive Director to execute an amendment to Joint Funding Agreement 25MCJFA0023 with the U.S. Geological Survey for continued monitoring of water resources within the District. This amendment adds additional funding to collect data at an additional monitoring well near Crawfordville. The amended cost for this JFA is not to exceed \$140,500 for Fiscal Year 2024-25, subject to legal counsel review.

G. Consideration of Acceptance of Audit Reports Presented by the District's Inspector General

Accept and approve Report No. 24-01 and the Annual Report of Inspector General Activities.

5. Consideration of First Right of Refusal on 138.10 Acres of the Dry Creek Plantation, LLC Conservation Easement; Chipola River

MOTIONED BY JOHN ALTER, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD DOES NOT EXERCISE ITS FIRST RIGHT OF REFUSAL ON 138.10 ACRES OF THE DRY CREEK PLANTATION, LLC CONSERVATION EASEMENT IN JACKSON COUNTY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the Piplack Parcel; Wakulla County

MOTIONED BY KELLIE RALSTON, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD ACCEPT THE APPRAISAL PREPARED BY CARLTON APPRAISAL COMPANY AND REVIEW APPRAISAL PREPARED BY CARROLL APPRAISAL COMPANY, INC. FOR THE PIPLACK PARCEL IN WAKULLA COUNTY; AND APPROVE THE PURCHASE AND SALE AGREEMENT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ALL CLOSING DOCUMENTS ON BEHALF OF THE DISTRICT, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, APPROVAL OF THE AGREEMENT BY LEGAL COUNSEL, AND SUBJECT TO AVAILABILITY OF FUNDS IN THE FY 2024-25 BUDGET. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Consultant Selections and Agreements for RFP 24-002, Waterway Debris Removal

MOTIONED BY NICK PATRONIS, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE THE SELECTION COMMITTEE'S RESULTS AS PRESENTED AND AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE SIX HIGHEST-RANKED FIRMS, PENDING LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Region II Regional Water Supply Plan Update

Informational purposes only.

9. Legal Counsel Report

Breck Brannen provided a status update on the case referenced below.

William and Ashley Merryman v. St. Johns River Water Management District, et al., United States District Court for the Middle District of Florida (Jacksonville Division) Case No. 3:24-cv-00658-WWB-JBT

10. Executive Director Report

Meeting was adjourned at 1:46 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 Financial Report  
 Summary Statement of Receipts, Disbursements & Cash Balances  
 For Month Ending September 30, 2024

Balance Forward - Operating Funds	\$39,271,160.60	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$ 281,416.48	
Contracts Receivable	3,075,113.70	
Other Deposits/Refunds/Adjustments	42,356.93	
Transfers from Lands Accounts	<u>0.00</u>	
Total Deposits during month	<u>3,398,887.11</u>	
Total Deposits and Balance Forward		\$ 42,670,047.71
Disbursements:		
Employee Salaries	513,767.24	
Employee Benefits	289,559.03	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	633,621.67	
Operating Expenses - Services	77,077.75	
Operating Expenses - Commodities	116,803.01	
Operating Capital Outlay	107,367.00	
Grants and Aids	<u>3,749,402.25</u>	
Total Operating Expenses during month	5,487,597.95	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	<u>25,703.18</u>	
Total Funds Disbursed by check during month	5,513,301.13	
Bank Debits (Fees, Deposit Slips, etc.)	0.00	
Transfer to Land Acquisition Account	<u>0.00</u>	
Total Funds Disbursed		<u>5,513,301.13</u>
Cash Balance Operating Funds at month end		\$ 37,156,746.58
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking	3,907,781.12	
Payroll Account	6,000.00	
Passthrough (EFT) Account	15,694.06	
Investment Accounts @ 5.33%		
General Fund	13,165,398.47	
Lands Fee Fund	3,406,968.71	
Ecosystem TF	190.30	
Water Prot. & Sust. Program TF	288.89	
Okaloosa Regional Reuse	101,379.57	
Mitigation Fund	<u>16,552,795.21</u>	
Total Operating Depositories at month end	\$ 37,156,746.58	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 Financial Report  
 Summary Statement of Receipts, Disbursements & Cash Balances  
 For Month Ending September 30, 2024

Land Acquisition Funds:

Fla. Board of Administration @ 5.33%	\$	289,885.26	
Total Land Acquisition Funds			289,885.26

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 5.33%		43,926.23	
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Fla. Board of Administration Cypress Springs R&M Account @ 5.33%		868,812.54	
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Total Restricted Land Management Funds			<u>912,738.77</u>
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Total Land Acquisition, and Restricted Management Funds			<u>1,202,624.03</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u><u>\$ 1,202,624.03</u></u>
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Approved: \_\_\_\_\_  
 Chairman or Executive Director

Date: \_\_\_\_\_ November 14, 2024

**Northwest Florida Water Management District  
Statement of Sources and Uses of Funds  
For the Period ending September 30, 2024  
(Nonfinal and Unaudited)\***

	<b>Current Budget</b>	<b>Actuals Through 9/30/2024</b>	<b>Variance (under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 3,900,000	\$ 3,883,113	\$ (16,887)	100%
Intergovernmental Revenues	113,978,182	18,755,861	(95,222,321)	16%
Interest on Invested Funds	88,500	1,785,744	1,697,244	2018%
License and Permit Fees	655,000	663,045	8,045	101%
Other	1,212,897	993,438	(219,459)	82%
Fund Balance	34,374,121		(34,374,121)	0%
<b>Total Sources</b>	<b>\$ 154,208,700</b>	<b>\$ 26,081,201</b>	<b>\$ (128,127,499)</b>	<b>17%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances <sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated <sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$ 7,000,363	\$ 4,500,271	\$ 1,621,347	\$ 878,745	64%	87%
Acquisition, Restoration and Public Works	100,180,547	13,649,775	24,180,213	62,350,559	14%	38%
Operation and Maintenance of Lands and Works	10,573,016	7,274,106	187,790	3,111,120	69%	71%
Regulation	4,718,462	3,729,994	35,490	952,978	79%	80%
Outreach	158,662	147,585	233	10,844	93%	93%
Management and Administration	2,761,606	2,472,680	21,061	267,865	90%	90%
<b>Total Uses</b>	<b>\$ 125,392,656</b>	<b>\$ 31,774,412</b>	<b>\$ 26,046,134</b>	<b>\$ 67,572,110</b>	<b>25%</b>	<b>46%</b>
Reserves	28,816,044			28,816,044	0%	0%
<b>Total Uses and Reserves</b>	<b>\$ 154,208,700</b>	<b>\$ 31,774,412</b>	<b>\$ 26,046,134</b>	<b>\$ 96,388,154</b>	<b>21%</b>	<b>37%</b>

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

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

This unaudited financial statement is prepared as of September 30, 2024, and covers the interim period since the most recent audited financial statements.

**\* This financial statement is nonfinal. There are unrecorded revenues, expenditures and year end adjusting entries which are not reflected in the numbers above.**

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
SCHEDULE OF DISBURSEMENTS  
GENERAL FUND  
SEPTEMBER 2024

RETIREMENT	9/03/2024	\$	105,731.98
CHECKS	9/05/2024		30,495.50
ACH TRANSFERS	9/06/2024		149,085.95
DIRECT DISBURSEMENTS	9/06/2024		77,248.01
CHECKS	9/12/2024		228,517.33
ACH TRANSFERS	9/13/2024		3,897,764.76
DIRECT DISBURSEMENTS	9/13/2024		250.00
CHECKS	9/19/2024		89,155.63
ACH TRANSFERS	9/20/2024		55,233.07
DIRECT DISBURSEMENTS	9/20/2024		13,747.65
CHECKS	9/24/2024		148,269.27
ACH TRANSFER	9/27/2024		188,767.07
DIRECT DISBURSMENTS	9/27/2024		80.00

	\$	4,984,346.22
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Chairman or Executive Director

November 14, 2024

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Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ACCONTS PAYABLE**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5954	BLU RIPPLE INC	9/5/2024	2,423.65	REPLACEMENT SPRING ENTRY STEPS - BLUE SPRINGS REC
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	9/5/2024	728.92	BCBS MEDICARE
916	FPL NORTHWEST FLORIDA	9/5/2024	705.71	DEFUNIAK ELECTRIC
806	FULTZ PUMPS, INC.	9/5/2024	498.16	FULTZ PUMP REPAIRS
391	GADSDEN COUNTY TAX COLLECTOR	9/5/2024	119.55	TAG/REGISTRATION FOR 2024 LANDS F-150 1
410	GULF COUNTY TAX COLLECTOR	9/5/2024	1.40	PARCEL REFUND
5908	JOHNSTON MATERIALS SUPPLY LLC	9/5/2024	4,144.98	PHIPPS PARK ROAD REPAIR MATERIALS
6074	L MCARTHUR COMPANY	9/5/2024	2,168.75	HERBICIDE FOR THE CONTROL OF EXOTIC AND NUISANCE S
3266	LOWE'S COMPANIES INC.	9/5/2024	24.64	STATION CONSTRUCTION SUPPLIES
3266	LOWE'S COMPANIES INC.	9/5/2024	615.66	STATION CONSTRUCTION SUPPLIES
3406	NEECE TRUCK TIRE CENTER INC.	9/5/2024	200.23	BOAT TRAILER TIRES
5667	SOUTHERN REALTY AND DEVELOPMENT COMPANY LLC	9/5/2024	7,500.00	P314180-1 FLOWERS PHASE II-VII
4832	SUN LIFE FINANCIAL	9/5/2024	5,291.60	SUNLIFE 4 - DENTAL
4832	SUN LIFE FINANCIAL	9/5/2024	46.90	SUNLIFE 5 - PREPAID DENTAL
4834	SUN LIFE FINANCIAL	9/5/2024	79.90	EMPLOYEE ASSISTANCE PROGRAM
4834	SUN LIFE FINANCIAL	9/5/2024	1,028.60	SUNLIFE 1 - AD&D
4834	SUN LIFE FINANCIAL	9/5/2024	2,697.63	SUNLIFE 2 - VOL LIFE
4833	SUN LIFE FINANCIAL	9/5/2024	1,007.31	SUNLIFE 3 - VOL LTD
5250	SUN LIFE FINANCIAL - VISION	9/5/2024	554.89	SUNLIFE 6 - VISION
4378	P.M. MARINE ENGINE SERVICE, INC.	9/5/2024	209.90	PARTS AND LABOR FOR 2002 MERCURY 115 OUTBOARD
5855	WASTE AWAY GROUP INC	9/5/2024	248.02	DUMPSTER SERVICES FOR COTTON LANDING - CHOCTAW
4626	WASTE PRO OF FLORIDA, INC	9/5/2024	199.10	SOLID WASTE HQ
<b>TOTAL CHECKS</b>			<b>\$ 30,495.50</b>	
3293	ANGUS G. ANDREWS, JR.	9/6/2024	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
1617	CAPITAL HEALTH PLAN	9/6/2024	92,215.04	CHP MEDICAL
5426	DIVERSIFIED PROFESSIONAL SERVICES CORP	9/6/2024	6,850.00	REPAIRS TO LAKE JACKSON FACILITY
2972	EDWARDS FIRE PROTECTION, INC.	9/6/2024	1,342.55	ANNUAL MAINT/INSPECTIONS OF FIRE EXTINGUISHERS
3942	A & W VENTURES, L.C.	9/6/2024	275.00	PORTABLE TOILET FOR PHIPPS PARK
6065	OFF DUTY MANAGEMENT INC	9/6/2024	1,391.04	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
5703	OTT HYDROMET CORPORATION	9/6/2024	11,456.00	DATA LOGGERS AND SENSORS
5703	OTT HYDROMET CORPORATION	9/6/2024	12,011.06	DATA LOGGERS AND SENSORS
5703	OTT HYDROMET CORPORATION	9/6/2024	12,784.06	DATA LOGGERS AND SENSORS
5950	PRESS PRINT GRAPHICS LLC	9/6/2024	166.20	GENERAL SIGN
5533	REGISTER'S ENTERPRISES OF BAY COUNTY, LLC	9/6/2024	2,470.00	ROAD MATERIAL/DEBRIS REMOV - SPARKLEBERRY PARKING
<b>TOTAL ACH DISBURSEMENTS</b>			<b>\$ 149,085.95</b>	
5944	REFUND NIC	9/6/2024	50.00	WUP REFUND 2435-11 OVERPAID
5944	REFUND NIC	9/6/2024	100.00	P318602 MICHAEL HILL EPERMIT DISCOUNT REFUND
5944	REFUND NIC	9/6/2024	250.00	291467-2 CLINT GECI WITHDRAWAL REFUND
5944	REFUND NIC	9/6/2024	20.00	WELLS REFUND 314747-5 OVERPAYMENT
5944	REFUND NIC	9/6/2024	250.00	307586-3 CLINT GECI WITHDRAWAL REFUND
5944	REFUND NIC	9/6/2024	80.00	NOLAN BAKER P288727-2 WITHDRAWAL REFUND

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ACCONTS PAYABLE**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	9/6/2024	2,125.75	BCBS RETIREE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	9/6/2024	1,022.02	BCBS RETIREE L.SCOTT
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	9/6/2024	73,350.24	BCBS MEDICAL
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 77,248.01</b>	
<b>TOTAL AP</b>			<b>\$ 256,829.46</b>	
5127	ALAN JAY FLEET SALES	9/12/2024	51,067.00	2024 LANDS/REG FORD F-150'S
4923	JOHN ALTER	9/12/2024	56.07	TRAVEL REIMBURSEMENT AUGUST
735	CARLTON APPRAISAL COMPANY	9/12/2024	1,498.00	APPRAISAL-JOHNS TRACT
735	CARLTON APPRAISAL COMPANY	9/12/2024	2,489.00	APPRAISAL
735	CARLTON APPRAISAL COMPANY	9/12/2024	1,448.00	APPRAISAL
735	CARLTON APPRAISAL COMPANY	9/12/2024	3,374.00	APPRAISAL
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	9/12/2024	9,911.72	LAB ANALYSIS - GW QUALITY TREND AND MFL MONITORING
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	9/12/2024	2,079.60	LABORATORY ANALYSIS - ECONFINA COLIFORM
4748	EAST MILTON WATER SYSTEM	9/12/2024	26.34	WATER MILTON OFFICE
5298	TED EVERETT	9/12/2024	66.75	TRAVEL REIMBURSEMENT AUGUST
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	9/12/2024	62.58	LEGAL ADS FOR GOVERNING BOARD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	9/12/2024	67.48	FAR AD FEES FOR ITBS, RFPS &PUBLIC NOTICES FOR ASM
391	GADSDEN COUNTY TAX COLLECTOR	9/12/2024	119.55	TAG/REGISTRATION FOR 2024 LANDS F-150 2
4575	HAZEN AND SAWYER, P.C.	9/12/2024	46,871.25	AGREEMENT FOR WATER SUPPLY PLA
5246	HOLLEY-NAVARRE WATER SYSTEM, INC.	9/12/2024	68,180.00	SOUTH SANTA ROSA REUSE PHASE I
6069	INSTRUMART LLC	9/12/2024	10,668.66	PRESSURE TRANSDUCERS
3193	INSURANCE INFORMATION EXCHANGE	9/12/2024	77.59	BACKGROUND SCREENING
6070	JONES WELDING AND INDUSTRIAL SUPPLIES INC	9/12/2024	6,010.53	LINCOLN ELECTRIC PORTABLE STICK WELDER
6056	KEITH JOHNSON	9/12/2024	3,500.00	KEITH JOHNSON P318314 OVERPMT REFUND
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	9/12/2024	556.54	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	9/12/2024	457.36	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	9/12/2024	327.86	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	9/12/2024	127.71	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	9/12/2024	37.55	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	9/12/2024	108.02	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	9/12/2024	100.67	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	9/12/2024	151.46	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	9/12/2024	363.01	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
6066	LINK FLOORS INC	9/12/2024	10,428.00	RESTROOM FLOOR TILE REMOVAL/INSTALL
3266	LOWE'S COMPANIES INC.	9/12/2024	103.55	BUILDING AND GROUNDS SUPPLIES
3266	LOWE'S COMPANIES INC.	9/12/2024	189.29	BUILDING AND GROUNDS SUPPLIES
5965	NIC SERVICES	9/12/2024	1,140.12	FEE FOR ELECTRONIC PAYMENTS
4849	NICK PATRONIS	9/12/2024	89.00	TRAVEL REIMBURSEMENT AUGUST
62	PENSACOLA NEWS-JOURNAL	9/12/2024	115.85	LEGAL ADS-WATER USE PERMITS
4797	REBOL - BATTLE & ASSOCIATES, LLC	9/12/2024	1,080.00	THIS APPLICATION CAME THROUGH THE PORTAL AS P# 319
6082	SMITH PLUMBING COMPANY INC	9/12/2024	1,200.00	INSTALL OF 6 TOILETS IN HQ RESTROOMS



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ACCONTS PAYABLE**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
110	TALQUIN ELECTRIC COOPERATIVE, INC.	9/12/2024	88.50	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	9/12/2024	374.79	WATER/SEWER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	9/12/2024	3,903.93	ELECTRIC HQ
<b>TOTAL CHECKS</b>			<b>\$ 228,517.33</b>	
5089	ATKINS NORTH AMERICA, INC.	9/13/2024	16,012.90	PEA ENGINEERING SERVICES
4125	KATHLEEN COATES	9/13/2024	116.00	TRAVEL REIMBURSEMENT
3126	DEWBERRY ENGINEERS, INC	9/13/2024	36,000.00	CONTRACTUAL SERVICES FOR RISK
3126	DEWBERRY ENGINEERS, INC	9/13/2024	91,003.00	CONTRACTUAL SERVICES FOR RISK (TO3)
3126	DEWBERRY ENGINEERS, INC	9/13/2024	5,000.00	CONTRACTUAL SERVICES FOR RISK
6083	DYLAN COOK	9/13/2024	1,851.95	TUITION REIMBURSEMENT SUMMER 2024
2702	FISH AND WILDLIFE	9/13/2024	24,385.83	COOPERATIVE MGMT AGREEMENT # 14-070
3002	FLORIDA STATE UNIVERSITY	9/13/2024	16,957.81	ST JOSEPH BAYS ESTUARY PROGRAM
3002	FLORIDA STATE UNIVERSITY	9/13/2024	1,128.93	OFFSITE DATA STORAGE
2268	INNOVATIVE OFFICE SOLUTIONS, INC	9/13/2024	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037
3603	JIM STIDHAM & ASSOCIATES, INC.	9/13/2024	2,223.00	AGREEMENT FOR AS NEEDED SERVIC
5368	KOUNTRY RENTAL NWF, INC.	9/13/2024	13,150.00	SERVICE FOR PORTABLE TOILETS-C
5294	KRONOS, INCORPORATED	9/13/2024	9.84	KRONOS RENEWAL
4952	LAW, REDD, CRONA & MUNROE, P.A.	9/13/2024	6,673.00	INSPECTOR GENERAL SERVICES AGREEMENT 18-051
4607	QUADIENT LEASING USA, INC	9/13/2024	33.00	MAILROOM COPIER BRUSH AND SPONGE KIT W0-01017637
3960	GEORGE ROBERTS	9/13/2024	89.00	TRAVEL REIMBURSEMENT AUGUST
5083	S&S ENVIRONMENTAL CONSULTANTS LLC	9/13/2024	2,175.00	PHASE I ESA'S
5614	ZACHARY J. SELLERS	9/13/2024	1,019.83	DFO JANITORIAL SERVICES
3851	SOUTHEASTERN SURVEYING & MAPPING CORP	9/13/2024	20,606.00	SURVEYING SERVICES
5651	SGS TECHNOLOGIE, LLC	9/13/2024	373.33	HOSTING & MAINTAINING DIST WEBSITE CON # 19-022
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	9/13/2024	4,606.90	RECREATION SITE CLEAN UP AND M
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	9/13/2024	200.00	JANITORIAL SERVICES FOR THE MILTON OFFICE
5336	TETRA TECH, INC	9/13/2024	12,720.00	AGREEMENT FOR AS NEEDED SERVIC
5884	TRE INDUSTRIES LLC	9/13/2024	190.00	LABORATORY TESTING
5218	WAGeworks, INC.	9/13/2024	100.00	COBRA ADMINISTRATION
4618	WAKULLA COUNTY BOCC	9/13/2024	3,636,514.44	WAKULLA COUNTY SEWER EXPANSION
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	487.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	479.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	380.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	390.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	200.00	RENTAL & SERVICE FOR PORTABLE

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ACCONTS PAYABLE**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5060	XTREME LOGISTICS GULF COAST, LLC	9/13/2024	225.00	RENTAL & SERVICE FOR PORTABLE
<b>TOTAL ACH DISBURSEMENTS</b>			<b>\$ 3,897,764.76</b>	
5944	REFUND NIC	9/13/2024	250.00	CHRIS DOMBROSKI P319887 WITHDRAWAL REFUND
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 250.00</b>	
<b>TOTAL AP</b>			<b>\$ 4,126,532.09</b>	
5670	ASPEN SYSTEMS, INC	9/19/2024	17,328.13	HPC OPERATING SYSTEM UPDATE
2417	BEARD EQUIPMENT COMPANY, INC.	9/19/2024	4,100.84	BUSH HOG 3209 ROTARY CUTTER R&M
5953	FLORIDA ENVIRONMENTAL CONSULTANTS INC	9/19/2024	1,709.41	AQUATIC HERBICIDE APPLICATION
916	FPL NORTHWEST FLORIDA	9/19/2024	276.04	MILTON ELECTRIC
3282	W.W. GRAINGER, INC.	9/19/2024	1,533.60	PORTABLE AIR COMPRESSOR
6084	HELTON-JHONSON INC	9/19/2024	4,500.00	VEHICLE REPAIR-WMD96844
4112	IN-SITU, INC.	9/19/2024	1,964.71	IN-SITU LOGGER AND ACCESSORIES
6081	KNOWB4 INC	9/19/2024	1,999.47	KNOWBE4 CYBERSECURITY TRAINING FOR STAFF
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	9/19/2024	276.14	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
3266	LOWE'S COMPANIES INC.	9/19/2024	441.48	TRAILER DECK WOOD AND CLEANING MATERIALS
5858	LUCIOUS WILLIAMS JR	9/19/2024	27,750.00	COST SHARE AGREEMENT
5011	SERVICE PLUS OFFICE MACHINES, INC.	9/19/2024	741.51	PLOTTER MAINTENANCE 09/23-09/24
3353	SONTEK/YSI INCORPORATED	9/19/2024	1,700.00	DIAGNOSTIC/RECALIBRATION SONTEK ARGONAUT
6077	WALDORFF ACE HARDWARE INC	9/19/2024	2,068.76	STANDARD OPERATING SUPPLIES FOR EASTERN REGION
5612	WETLAND SOLUTIONS, INC.	9/19/2024	22,652.00	HYDROLOGIC & WATER QUALITY DAT
4038	WINDSTREAM COMMUNICATIONS	9/19/2024	113.54	800 NUMBERS AND EFO LONG DISTANCE
<b>TOTAL CHECKS</b>			<b>\$ 89,155.63</b>	
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	9/20/2024	33,919.50	ANALYSIS OF FRESHWATER & ESTUA
4845	CALHOUN COUNTY SHERIFF'S OFFICE	9/20/2024	2,304.00	LAW ENFORCEMENT/SECURITY SERVI
2497	ROGER A. COUNTRYMAN II	9/20/2024	99.00	TRAVEL REIMBURSEMENT
4855	ENVIRON SERVICES INCORPORATED	9/20/2024	2,079.17	JANITORIAL SERVICES FOR HQ
3337	FORESTECH CONSULTING	9/20/2024	400.00	LAND MANAGEMENT DATABASE
5222	KENNETH FRIEDMAN	9/20/2024	99.00	TRAVEL REIMBURSEMENT
6045	MILTON GAZETTE LLC	9/20/2024	108.50	LEGAL ADS-WATER USE PERMITS
5894	ODESSA CLEANING SERVICE LLC	9/20/2024	150.00	ECONFINA FIELD OFFICE CLEANING
6065	OFF DUTY MANAGEMENT INC	9/20/2024	2,024.96	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
6065	OFF DUTY MANAGEMENT INC	9/20/2024	982.80	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
3813	PENNINGTON, P.A.	9/20/2024	9,340.00	LEGAL COUNSEL
5950	PRESS PRINT GRAPHICS LLC	9/20/2024	2,432.00	RECREATION SITE REPLACEMENT SIGNS
4091	THE SHOE BOX	9/20/2024	336.40	UNIFORM ORDER FOR TUCKER STOKES- LANDS
4091	THE SHOE BOX	9/20/2024	340.45	UNIFORM ORDER FOR ERIC TOOLE AND BEN FAURE
3104	SOUTHERN WATER SERVICES, LLC	9/20/2024	140.00	ECONFINA FIELD OFFICE P - BACKFLOW DEVICE REPLACEM

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ACCONTS PAYABLE**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
4799	STAPLES CONTRACT & COMMERCIAL, INC.	9/20/2024	90.76	OFFICE SUPPLIES
2630	ERIC TOOLE	9/20/2024	386.53	TRAVEL REIMBURSEMENT
<b>TOTAL ACH DISBURSEMENTS</b>			<b>\$ 55,233.07</b>	
4605	PENNINGTON LAW FIRM TRUST ACCOUNT	9/20/2024	5,233.00	CLOSING WITH EMERALD COAST INVESTMENTS OF NW FL
2967	BANK OF AMERICA	9/20/2024	5,614.25	AUGUST 2024 P-CARD CHARGES
2967	BANK OF AMERICA	9/20/2024	19.99	TALLAHASSEE DEMOCRAT DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	9/20/2024	19.99	PENSACOLA NEWS JOURNAL DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	9/20/2024	172.91	DFS GROUNDWATER OFFICE SUPPLIES-AMAZON
2967	BANK OF AMERICA	9/20/2024	139.99	FLOOR MATS FOR WMD-96883
2967	BANK OF AMERICA	9/20/2024	253.99	AMAZON - DYMO LABEL PRINTER FOR HQ
2967	BANK OF AMERICA	9/20/2024	186.98	AMAZON - F550 (WMD-96883) HITCH - JAMEY GILLEY
2967	BANK OF AMERICA	9/20/2024	208.62	NETWORK SOLUTIONS - DOMAIN RENEWALS
2967	BANK OF AMERICA	9/20/2024	193.19	LAB SUPPLIES - AMAZON
2967	BANK OF AMERICA	9/20/2024	169.99	BOOK FOR WUP-AMAZON
2967	BANK OF AMERICA	9/20/2024	1,274.75	DOCKING STATIONS-AMAZON
5944	REFUND NIC	9/20/2024	30.00	WELLS REFUND 319537-1 OVERPAYMENT
5944	REFUND NIC	9/20/2024	30.00	WELLS REFUND 319538-1 OVERPAYMENT
5944	REFUND NIC	9/20/2024	100.00	P320144 DAVID MELVIN WITHDRAWAL REFUND
5944	REFUND NIC	9/20/2024	100.00	HANNAH COOPER P320271 WITHDRAWAL REFUND
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 13,747.65</b>	
<b>TOTAL AP</b>			<b>\$ 158,136.35</b>	
5127	ALAN JAY FLEET SALES	9/24/2024	51,067.00	2024 LANDS/REG FORD F-150'S
2992	BANK OF AMERICA	9/24/2024	444.64	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	9/24/2024	832.67	AUGUST 2024 ACCOUNT ANALYSIS
4676	CITY OF MILTON FLORIDA	9/24/2024	85.56	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	9/24/2024	45.27	SEWER MILTON OFFICE
3289	CITY OF TALLAHASSEE	9/24/2024	48.07	LAKESHORE AND I 10
3784	CULLIGAN WATER SERVICES, INC	9/24/2024	477.00	BOTTLED WATER FOR EFO
2241	DEPT. OF THE INTERIOR - USGS	9/24/2024	60,257.50	JOINT FUNDING AGREEMENT-24MCJF
2241	DEPT. OF THE INTERIOR - USGS	9/24/2024	31,827.50	JOINT FUNDING AGREEMENT-0004
391	GADSDEN COUNTY TAX COLLECTOR	9/24/2024	119.55	TAG/REGISTRATION FOR 2024 REG FORD F-150
2291	GULF COAST ELECTRIC COOPERATIVE, INC	9/24/2024	558.36	ELECTRIC SERVICE EFO
3003	HAVANA FORD, INC.	9/24/2024	1,217.98	MAJOR REPAIRS TO WMD-2413
423	OKALOOSA CO. TAX COLLECTOR	9/24/2024	19.59	PARCEL REFUND
4557	VERIZON WIRELESS	9/24/2024	1,268.58	CELL PHONES AND JET PACKS
<b>TOTAL CHECKS</b>			<b>\$ 148,269.27</b>	
3405	JOHN B. CROWE	9/27/2024	168.52	TRAVEL REIMBURSEMENT

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ACCONTS PAYABLE**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
3126	DEWBERRY ENGINEERS, INC	9/27/2024	75,000.00	CONTRACTUAL SERVICES FOR RISK
3126	DEWBERRY ENGINEERS, INC	9/27/2024	59,099.97	CONTRACTUAL SERVICES FOR RISK
4807	WEX BANK	9/27/2024	456.50	NEW GPA UNITS FOR 2024 LANDS F-150'S
4807	WEX BANK	9/27/2024	1,097.25	WEX GPS TRACKING
4807	WEX BANK	9/27/2024	14,158.90	AUGUST 2024 FUEL/SERVICE PURCHASES
4952	LAW, REDD, CRONA & MUNROE, P.A.	9/27/2024	14,412.50	INSPECTOR GENERAL SERVICES AGREEMENT 18-051
6065	OFF DUTY MANAGEMENT INC	9/27/2024	1,451.52	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
4305	DANA PALERMO	9/27/2024	116.00	TRAVEL REIMBURSEMENT
1180	PRIDE ENTERPRISES	9/27/2024	2,640.00	RECREATION SITE SUPPLIES
5533	REGISTER'S ENTERPRISES OF BAY COUNTY, LLC	9/27/2024	20,165.91	ROAD REPAIR MATERIALS
<b>TOTAL ACH DISBURSEMENTS</b>			<b>\$ 188,767.07</b>	
5944	REFUND NIC	9/27/2024	35.00	WELLS REFUND 319513-2 OVERPAYMENT
5944	REFUND NIC	9/27/2024	35.00	WELLS REFUND 319926-2 OVERPAID
5944	REFUND NIC	9/27/2024	10.00	WELLS REFUND 320278-1 WITHDRAWN
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 80.00</b>	
<b>TOTAL AP</b>			<b>\$ 337,116.34</b>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 SCHEDULE OF DISBURSEMENTS  
 PAYROLL  
 SEPTEMBER 2024

DIRECT DEPOSIT	9/06/2024	\$	262,070.06
CHECKS	9/08/2023		1,636.22
FLEX SPENDING TRANSFER	9/08/2023		1,690.91
DIRECT DEPOSIT	9/22/2023		261,481.15
CHECKS	9/22/2023		385.66
FLEX SPENDING TRANSFER	9/22/2023		1,690.91
			528,954.91
			\$ 528,954.91

APPROVED:

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

November 14, 2024  
 \_\_\_\_\_  
 Date

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director  
Andrew Joslyn, Deputy Executive Director  
Caitlin Brongel, Chief of Staff  
Kathleen Coates, Director, Resource Management Division

FROM: Paul Thurman, Chief, Bureau of Resource Evaluation

DATE: October 24, 2024

SUBJECT: Consideration of OTT HydroMet Equipment Sole Source Purchases During Fiscal Year 2024-25

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### 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 during Fiscal Year 2024-25.

### 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, multiple sole source purchases of OTT HydroMet loggers and transducers have been made to meet the District's needs and goals. Additional purchases are planned during FY 2024-25. 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 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  
Andrew Joslyn, Deputy Executive Director  
Caitlin Brongel, Chief of Staff  
Danny Layfield, Director, Division of Asset Management

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: October 24, 2024

SUBJECT: Approval of Resolution No. 947 for Acquisition of the Welch Tract; Yellow River WMA

---

**Recommendation**

Staff recommends approval and adoption of Resolution No. 947 for the Welch acquisition in the Yellow River Water Management Area.

**Background**

Resolution No. 947, if approved, will authorize the use of District funding for the purchase of the Welch Tract. A Purchase and Sale Agreement was approved by the Governing Board for this tract on August 8, 2024. The purchase will have additional acquisition-related costs. These costs include, but are not limited to, appraisal, review appraisal, boundary map (including delineation of the ordinary high-water line), environmental site assessment, title insurance, and legal fees.

/cb



Lyle Seigler  
Executive Director

# Northwest Florida Water Management District

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

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

## RESOLUTION NO. 947 ACQUISITION OF THE WELCH TRACT YELLOW RIVER WATER MANAGEMENT AREA

**WHEREAS**, the Governing Board of the Northwest Florida Water Management District (hereinafter referred to as the "District") has the duty and responsibility under Chapter 373, Florida Statutes, for the management of water and related land resources and for preservation of natural resources, fish and wildlife; and

**WHEREAS**, the District has pursued the purchase of the Welch Tract for the purposes of water management, water supply, and the conservation and protection of water resources consistent with Section 373.59, Florida Statutes, and with the District's Five Year Plan of Acquisition as filed with the Secretary of the Department of Environmental Protection and the Florida Legislature; and

**WHEREAS**, the Welch Tract is adjacent to the Yellow River Water Management Area on three sides; and

**WHEREAS**, the District entered into a Purchase and Sale Agreement dated August 8, 2024, for the District's acquisition of the Welch Tract; and

**WHEREAS**, closing on the Welch Tract is scheduled for November 30, 2024, or before; and

**WHEREAS**, a general location map and legal description depicting the location of the Welch Tract is attached hereto as Exhibit A and made a part hereof by reference; and

**WHEREAS**, the per acre purchase price for the Welch Tract is \$1,839.48. Additional associated costs will be requested under this resolution at a later date with the submission of a District invoice and appropriate documentation; and

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

NICK PATRONIS  
Secretary  
Panama City

JOHN W. ALTER  
Malone

GUS ANDREWS  
DeFuniak Springs

TED EVERETT  
Chipley

KELLIE RALSTON  
Tallahassee

ANNA UPTON  
Tallahassee



**WHEREAS**, the legal interest to be acquired is fee simple; and

**WHEREAS**, the District certifies as to the following:

- (1) That the Welch Tract is adjacent to the Yellow River Water Management Area on three sides;
- (2) That the lands acquired are consistent with the District's updated Five Year Plan of Acquisition as filed on or before February 9, 2024, pursuant to Section 373.199, Florida Statutes and are identified for acquisition;
- (3) That funds are to be used only for acquisition costs and fees associated with such acquisition;
- (4) That the certified appraisals have been approved by this Governing Board; and
- (5) That the purchase price is 100 percent or less of the appraised value used to determine the value of the property; and

**NOW THEREFORE, BE IT RESOLVED** that the Governing Board of the Northwest Florida Water Management District does hereby authorize payment, as applicable, from the District's Land Acquisition Fund and Land Acquisition Trust Fund for the associated costs for the acquisition of the Welch parcel.

**ADOPTED AND APPROVED** this 14th day of November A.D., 2024

The Governing Board of the  
**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

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George Roberts, Chair

**ATTEST:**

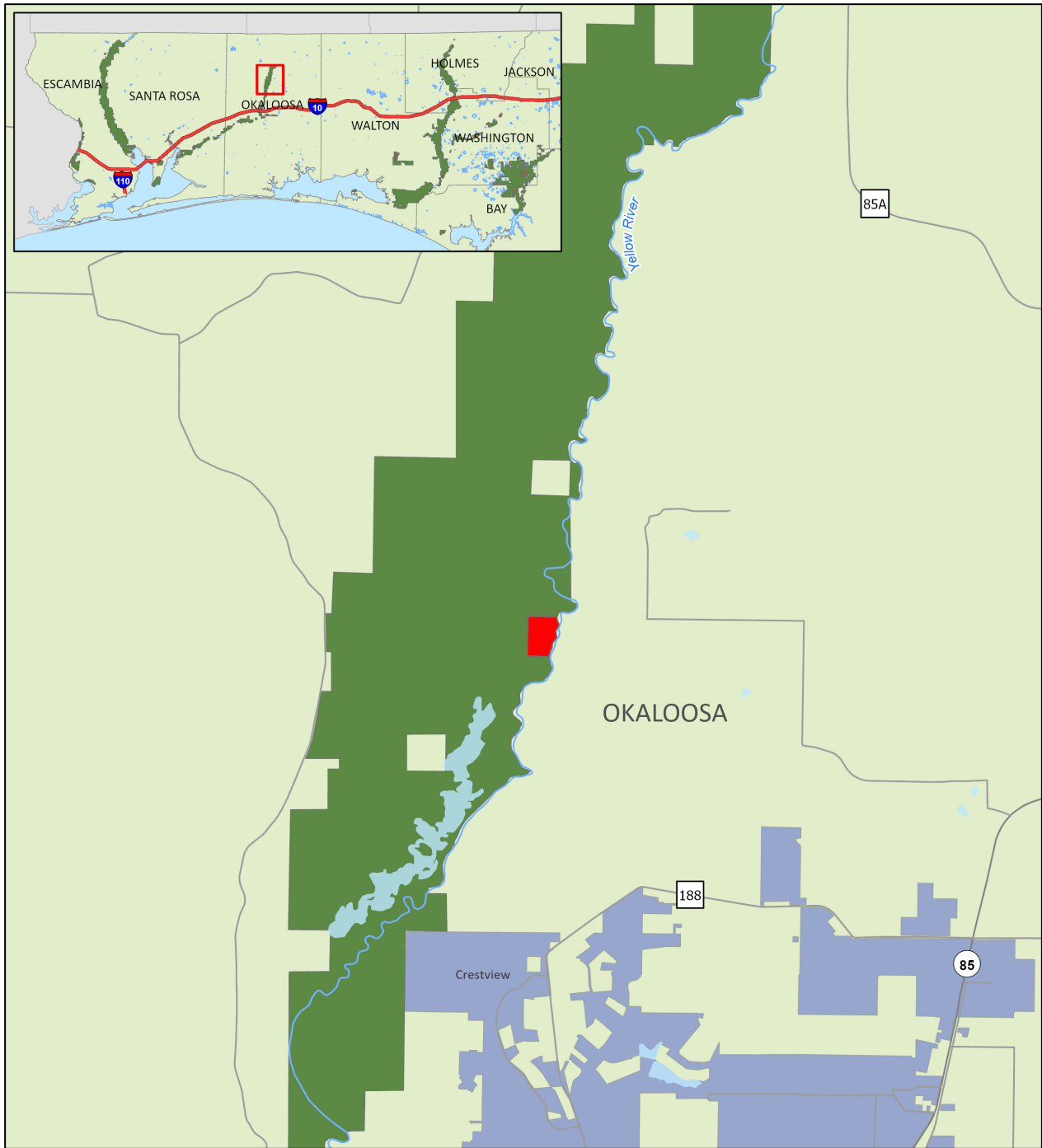
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Nick Patronis, Secretary/Treasurer

## **EXHIBIT A**

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

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 25, TOWNSHIP 4 NORTH,  
RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, LYING WEST OF YELLOW RIVER.



**General Location Map**  
 Yellow River Water Management Area  
 Section 25, Township 4 North, Range 24 West  
 Okaloosa County, Florida  
 27.79 Acres

- Welch Tract
- NFWFMD Owned Lands
- Incorporated Areas

0    0.5    1    2 Miles

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director  
Andrew Joslyn, Deputy Executive Director  
Caitlin Brongel, Chief of Staff  
Danny Layfield, Director, Division of Asset Management

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: October 28, 2024

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the Taylor Parcel; Chipola River WMA

---

**Recommendation**

Staff recommends the Governing Board:

1. Accept the appraisals prepared by Carlton Appraisal Company and BBG Real Estate Services and review appraisal prepared by Carroll Appraisal Company, Inc. for the Taylor Parcel in Jackson County;
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, approval of the Agreement by legal counsel, and subject to availability of funds in the FY 2024-25 budget; and
3. Approve the costs for surveying and mapping of the Taylor tract, not to exceed \$29,500.

**Background**

Staff obtained two appraisals, a review appraisal and a timber inventory for the fee-simple purchase of the Taylor parcel. The appraisals were prepared by Carlton Appraisal Company and BBG Real Estate Services, the review appraisal was prepared by Carroll Appraisal Company, Inc., and the timber inventory was prepared by F&W Forestry Services, Inc. The above-named appraisers are on the Florida Department of Environmental Protection's (DEP) approved appraiser list.

The Seller accepted staff's offer and staff proposes the acquisition as outlined in the Purchase and Sale Agreement. The Sellers have each signed the Purchase and Sale Agreement and returned it to the District. The acquisition will include the fee-simple purchase of 722 acres +/- in Jackson County located north of Highway 162 and bisected by Dudley Road as shown on the attached maps from Taylor Et Al. Acquisition of this parcel will be an addition to District ownership in

Jackson County, if approved. This parcel is located in the Chipola Springs Groundwater Contribution Area and is adjacent to existing District lands on its east boundary.

Please note the following guidelines were provided by the Sellers' and incorporated into the attached Purchase and Sale Agreement for the management of the subject property. As noted in Paragraph 26 of the Purchase and Sale Agreement, the District makes no guarantee or representation that would obligate or bind the District to these Guidelines.

1. Prospective name for the property: Pallie Dekle Taylor Place or Pallie Dekle Taylor Conservation Land.
2. Forest management approach: Consideration of the management style found in *The Art of Managing Longleaf* by Neel, Sutter and Way.
3. Property objectives to be implemented: spring-shed conservation and protection, old growth longleaf conservation, groundcover restoration, wildlife sanctuary, collaboration, if desired, with UF IFAS NFREC and Tall Timber Research Station.
4. Passive recreational use may include: unimproved equestrian use, limited hunting and conceptual Florida Greenways trail system.
5. Cultural and historical resource preservation.

The Taylor parcel is owned by family members of a current District employee. The District employee does not have an ownership interest in this parcel; however, ownership is held by his mother and other family members. District legal counsel has reviewed and found that this purchase from these members of an employee's family does not violate Florida Statutes.

Purchase Price. The purchase price negotiated by staff for the fee-simple purchase of 722 acres +/- is \$1,380,825. The purchase price does not include closing costs.

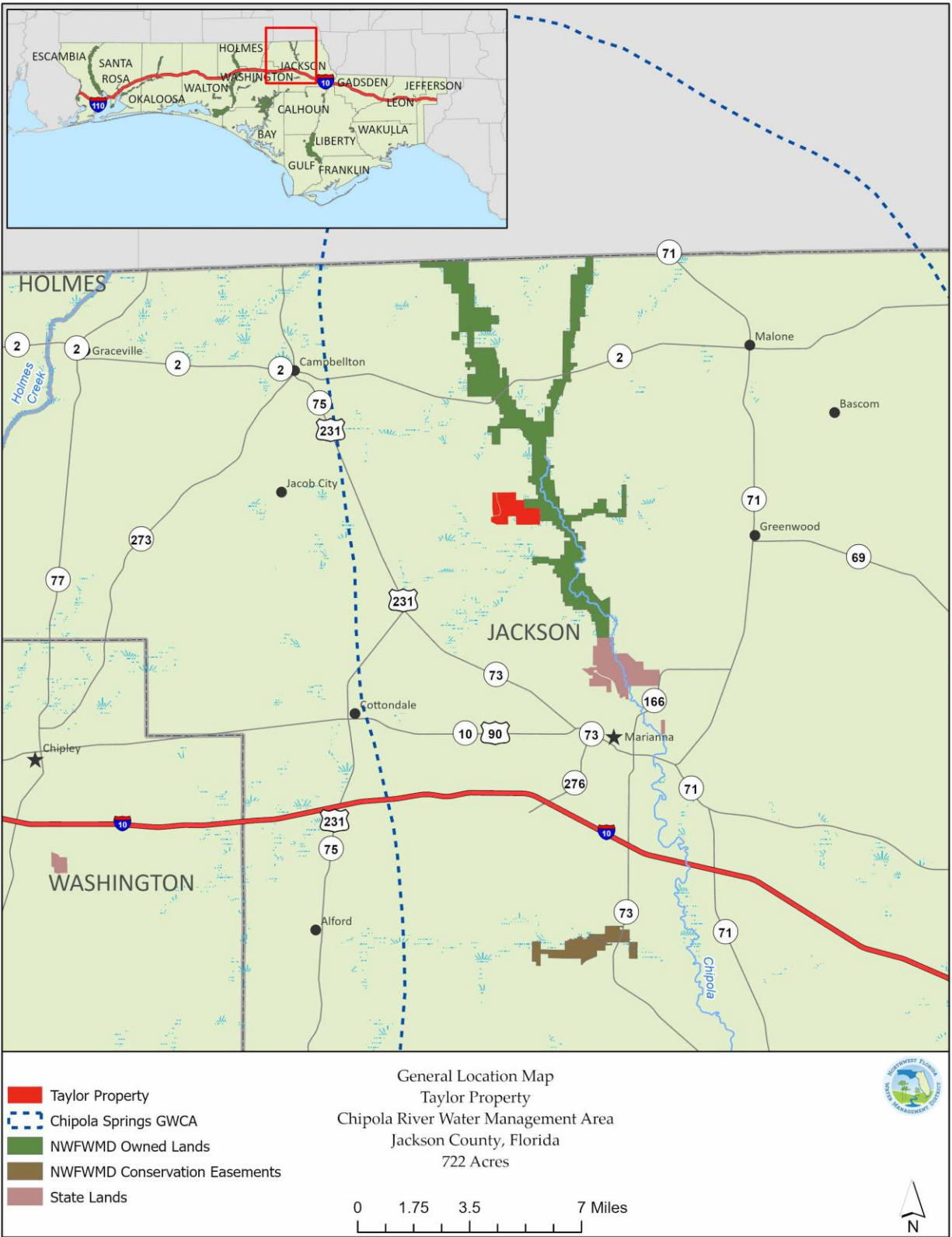
The purchase of this parcel will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2024-25 budget for this acquisition.

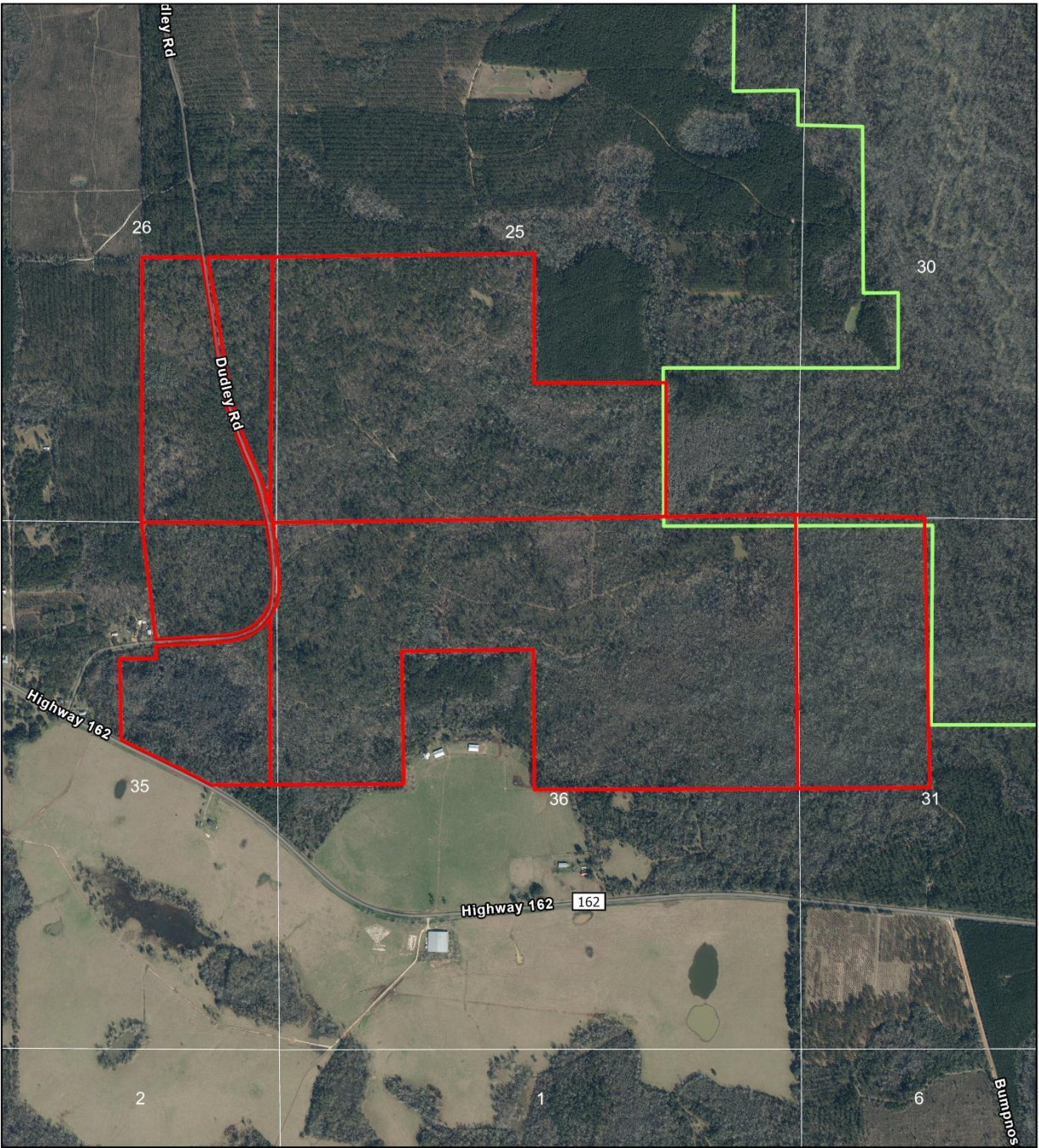
Appraisals and Timber Inventory. The district paid for the appraisals and review appraisal at a total cost of \$9,139, and the timber inventory at a total cost of \$9,225.

Surveying and Mapping. The District will have surveying and mapping done by Dewberry Engineers, Inc. on this parcel, at a total cost not to exceed \$29,500.

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$4,430.

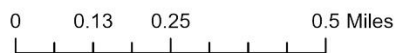
Title Insurance. The District has paid \$500.00 for the cost of the title exam, and will pay the cost of the title insurance premium (not to exceed \$6,527.25) and recording fees (estimated not to exceed \$95.00). The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.





- Taylor Property
- NFWFMD Owned Lands

Taylor Property  
 Chipola River Water Management Area  
 Jackson County, Florida  
 722 Acres



## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement"), is made this \_\_\_\_ day of November, 2024, between **Frances H. Taylor, the unmarried widow of C. Chadwick Taylor, deceased and successor by Estate by Entireties and Judith Marie Bishop and Jonathan Dekle Taylor and Margaret Pattison Watson and Pamela Pattison Boulding and Polly Abbott Pattison, as single person or persons, and joined by spouse (or their respective spouses)** whose mailing address is P.O. Box 315, Greenwood, FL 32443, referred to herein 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 Jackson 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 One Million Three Hundred Eighty Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$1,380,825.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$1,912.50 per acre ("Acre Price") for an estimated 722 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 survey 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 survey may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the survey determine that the total acreage of the Property is more than 722 acres or less than 722 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$1,912.50 by the acreage shown on the survey; 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 survey) to present any upward adjustment to its Governing Board for approval, if necessary.



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. **Survey.** Purchaser will obtain a current survey of the Property acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the survey, and such objections shall be treated in the same manner as an objection to title. The cost of the survey 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 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 February 28, 2025, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2<sup>nd</sup> Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than February 28, 2025. The closing date may be extended by notice from Purchaser for objections to title, survey, 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 Collector 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 warrant that the Property will be transferred and conveyed to Purchaser in the same or substantially the same condition as it existed on April 1, 2024, 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 1, 2024. Since April 1, 2024, 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) Sellers are not 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 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 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: Frances H. Taylor, the unmarried widow of C. Chadwick Taylor, deceased and successor by Estate by Entireties and Judith Marie Bishop and Jonathan Dekle Taylor and Margaret Pattison Watson and Pamela Pattison Boulding and Polly Abbott Pattison, as single person or persons, and joined by spouse (or their respective spouses)  
P.O. Box 315  
Greenwood, FL 32443

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' representative in matters relating to this Agreement will be Frances H. Taylor. 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 Survey, 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 appraisals;

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

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

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

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

24. INTENTIONALLY OMITTED

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. **Sellers' Guidelines**. The District may consider the following wishes by the Sellers' in its management of the subject property. However, the District makes no guarantee or representation that would obligate or bind the District to the Sellers' Guidelines:

1. Prospective name for the property: Pallie Dekle Taylor Place or Pallie Dekle Taylor Conservation Land.
2. Forest management approach: Consideration of the management style found in The Art of Managing Longleaf by Neel, Sutter and Way.
3. Property objectives to be implemented: spring-shed conservation and protection, old growth longleaf conservation, groundcover restoration, wildlife sanctuary, collaboration, if desired, with UF IFAS NFREC and Tall Timber Research Station.
4. Passive recreational use may include: unimproved equestrian use, limited hunting and conceptual Florida Greenways trail system.
5. Cultural and historical resource preservation.

27. **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 November 14, 2024.

28. INTENTIONALLY OMITTED

**{SIGNATURES ON FOLLOWING PAGES}**

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

**SELLER:**

**PURCHASER:**

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
**Frances H. Taylor**

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

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

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

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

**SELLER:**

By: \_\_\_\_\_  
**Judith Marie Taylor**

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

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

**SELLER:**

By: \_\_\_\_\_  
**Jonathan Dekle Taylor**

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

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

**SELLER:**

By: \_\_\_\_\_  
**Margaret Pattison Watson**

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

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

**SELLER:**

By: \_\_\_\_\_  
**Pamela Pattison Boulding**

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

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

**SELLER:**

By: \_\_\_\_\_  
**Polly Abbott Pattison**

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

## EXHIBIT A

### (Legal Description)

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

The West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 31, Township 6 North, Range 10 West, being tax parcel ID 31-6N-10-0000-0010-0000.

and

The Southwest Quarter (SW 1/4), and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 25, T6N, R11W, being tax parcel ID 25-6N-11-0000-0030-0000.

and

East Half (E 1/2) of Southeast Quarter (SE 1/4), Section 26, T6N, R11W, being tax parcel ID 26-6N-11-0000-0030-0000.

and

The Northeast Quarter (NE 1/4) of Section 35, T6N, R11W, less and except road right of way, and less and except each of the following Parcels A through F:

PARCEL A: S 1/2 of NW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West, the same being more specifically described as: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 648 feet to the point of beginning; thence continue South 0°07' West 672 feet; thence South 89°34' East 1,331 feet; thence North 01°44' East 672 feet; thence North 89°34' West 1,349.75 feet or so as to reach the point of beginning, containing 20 acres more or less, said excepted Parcel A not including and less and except:

Parcel (i): Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,320 feet; thence South 89°34' East 1,331 feet; thence North 01°44' East a sufficient distance so as to reach the North right-of-way of a county graded road for the point of beginning; thence Westerly along the North right-of-way of said county road 208.7 feet; thence North 01°44' East 208.7 feet; thence Easterly parallel with the North right-of-way of said county road 208.7 feet; thence South 01°44' West 208.7 feet to the point of beginning, containing one acre in the S 1/2 of NW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West; and

Parcel (ii): Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,320 feet; thence South 89°34' East 1,331 feet; thence North 01°44' East a distance sufficient to reach the north right-of-way of a county graded road; thence Westerly along the North right-of-way of said county road 208.7 feet to the point of beginning; thence continue Westerly along the North right-of-way of said county road 208.7 feet; thence North 01°44' East 208.7 feet; thence Easterly parallel with the North right-of-way of said county road 208.7 feet; thence South 01°44' West 208.7 feet to the point of beginning, containing one acre more or less located in the S 1/2 of NW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;



PARCEL B: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,320 feet; thence South 89°34' East 1,331 feet; thence North 01°44' East a sufficient distance so as to reach the North right-of-way of a county graded road for the point of beginning; thence Westerly along the north right-of-way of said county road 208.7 feet; thence North 01°44' East 208.7 feet; thence Easterly parallel with the North right-of-way of said county road 208.7 feet; thence South 01°44' West 208.7 feet to the point of beginning, containing one acre in the S 1/2 of NW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;

PARCEL C: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,320 feet to the point of beginning; thence continue South 0°07' West 226 feet or so as to reach the North right-of-way of County said right-of-way 182 feet; thence North 0°07' East 312 feet; thence North 89°34' West 161 feet to the point of beginning, containing one acre more or less located in the SW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;

PARCEL D: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,546 feet or so as to reach the North right-of-way of County (formerly State) Road No. 162; thence South 62°0' East along said right-of-way 182 feet to the point of beginning; thence continue South 62°0' East along said right-of-way 142 feet; thence North 0°07' East 379 feet; thence North 89°34' West 125 feet; thence South 0°07' West 312 feet to the point of beginning, containing one acre more or less located in the SW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;

PARCEL E: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 west, thence South 0°07' West 1,320 feet; thence South 89°34' East 1,331 feet; thence North 01°44' East a distance sufficient to reach the North right-of-way of a county graded road; thence Westerly along the North right-of-way of said county road 208.7 feet to the point of beginning; thence continue Westerly along the north right-of-way of said county road 208.7 feet; thence North 01°44' East 208.7 feet; thence Easterly parallel with the North right-of-way of said county road 208.7 feet; thence South 01°44' West 208.7 feet to the point of beginning, containing one acre more or less located in the S 1/2 of NW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;

PARCEL F: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,546 feet or so as to reach the North right-of-way of County (formerly State) Road No. 162; thence South 62°0' East along said right-of-way 850.5 feet to the point of beginning; thence North 0°07' East 256 feet, thence South 62°0' East 256 feet; thence South 0°07' West 256 feet; thence North 62°0' West 256 feet to the point of beginning, containing 1.5 acres, more or less and located in the SW1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;

and also less and except the parcels more particularly described in the instrument recorded at OR Book 717, Page 134, Public Records of Jackson County, Florida (the description in which instrument is incorporated herein by reference), the remaining lands in Section 35, T6N, R11W, being 82.06 acres, more or less, and being tax parcel ID 35-6N-11-0000-0010-0000;

and

Northeast Quarter (NE 1/4), and the North Half (N 1/2) of Northwest Quarter (NW 1/4), and Southwest Quarter (SW1/4) of Northwest Quarter (NW 1/4), Section 36, Township 6 North, Range 11 West, Jackson County, Florida, being tax parcel ID 36-6N-11-0000-0010-0000.

**EXHIBIT B**

(Warranty Deed)

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

**WARRANTY DEED**

THIS WARRANTY DEED is made as of the \_\_\_\_ day of February, 2025 by and between **Frances H. Taylor, the unmarried widow of C. Chadwick Taylor, deceased and successor by Estate by Entireties and Judith Marie Bishop and Jonathan Dekle Taylor and Margaret Pattison Watson and Pamela Pattison Boulding and Polly Abbott Pattison, as single person or persons, and joined by spouse (or their respective spouses)** (the “Grantors”), whose mailing address is: P.O. Box 315, Greenwood, FL 32443, 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 Jackson County, Florida (the “Property”):

See Attached Legal Description as “Exhibit A to Warranty Deed”

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 2025 and subsequent years.

The Property is NOT the homestead of the Grantors.

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

Signed, sealed, and delivered  
in the presence of the following  
witnesses:

GRANTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Frances H. Taylor**

Address: \_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of February, 2025, by Frances H. Taylor. 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): \_\_\_\_\_

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

Signed, sealed, and delivered  
in the presence of the following  
witnesses:

GRANTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Judith Marie Bishop**

Address: \_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of February, 2025, by Judith Marie Bishop. 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): \_\_\_\_\_

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

Signed, sealed, and delivered  
in the presence of the following  
witnesses:

GRANTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Jonathan Dekle Taylor**

Address: \_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of February, 2025, by Jonathan Dekle Taylor. 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): \_\_\_\_\_

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

Signed, sealed, and delivered  
in the presence of the following  
witnesses:

GRANTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Margaret Pattison Watson**

Address: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of February, 2025, by Margaret Pattison Watson. 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): \_\_\_\_\_

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

Signed, sealed, and delivered  
in the presence of the following  
witnesses:

GRANTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Pamela Pattison Boulding**

Address: \_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of February, 2025, by Pamela Pattison Boulding. 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): \_\_\_\_\_

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

Signed, sealed, and delivered  
in the presence of the following  
witnesses:

GRANTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Polly Abbott Pattison**

Address: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of February, 2025, by Polly Abbott Pattison. Such person(s) did not take an oath and: (notary must sign applicable blank)

\_\_\_ is/are personally known to me.

\_\_\_ produced a current \_\_\_\_\_ driver's license as identification.

\_\_\_ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal) \_\_\_\_\_

My Commission Expires (if not legible on seal): \_\_\_\_\_



**EXHIBIT A TO WARRANTY DEED**  
(Legal Description)

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

The West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 31, Township 6 North, Range 10 West, being tax parcel ID 31-6N-10-0000-0010-0000.

and

The Southwest Quarter (SW 1/4), and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 25, T6N, R11W, being tax parcel ID 25-6N-11-0000-0030-0000.

and

East Half (E 1/2) of Southeast Quarter (SE 1/4), Section 26, T6N, R11W, being tax parcel ID 26-6N-11-0000-0030-0000.

and

The Northeast Quarter (NE 1/4) of Section 35, T6N, R11W, less and except road right of way, and less and except each of the following Parcels A through F:

PARCEL A: S 1/2 of NW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West, the same being more specifically described as: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 648 feet to the point of beginning; thence continue South 0°07' West 672 feet; thence South 89°34' East 1,331 feet; thence North 01°44' East 672 feet; thence North 89°34' West 1,349.75 feet or so as to reach the point of beginning, containing 20 acres more or less, said excepted Parcel A not including and less and except:

Parcel (i): Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,320 feet; thence South 89°34' East 1,331 feet; thence North 01°44' East a sufficient distance so as to reach the North right-of-way of a county graded road for the point of beginning; thence Westerly along the North right-of-way of said county road 208.7 feet; thence North 01°44' East 208.7 feet; thence Easterly parallel with the North right-of-way of said county road 208.7 feet; thence South 01°44' West 208.7 feet to the point of beginning, containing one acre in the S 1/2 of NW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West; and

Parcel (ii): Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,320 feet; thence South 89°34' East 1,331 feet; thence North 01°44' East a distance sufficient to reach the north right-of-way of a county graded road; thence Westerly along the North right-of-way of said county road 208.7 feet to the point of beginning; thence continue Westerly along the North right-of-way of said county road 208.7 feet; thence North 01°44' East 208.7 feet; thence Easterly parallel with the North right-of-way of said county road 208.7 feet; thence South 01°44' West 208.7 feet to the point of beginning, containing one acre more or less located in the S 1/2 of NW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;

PARCEL B: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,320 feet; thence South 89°34' East 1,331 feet; thence North 01°44' East a sufficient distance so as to reach the North right-of-way of a county graded road for the point of beginning; thence Westerly along the north right-of-way of said county road 208.7 feet; thence North 01°44' East 208.7 feet; thence Easterly parallel with the North right-of-way of said county road 208.7 feet; thence South 01°44' West 208.7 feet to the point of beginning, containing one acre in the S 1/2 of NW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;

PARCEL C: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,320 feet to the point of beginning; thence continue South 0°07' West 226 feet or so as to reach the North right-of-way of County said right-of-way 182 feet; thence North 0°07' East 312 feet; thence North 89°34' West 161 feet to the point of beginning, containing one acre more or less located in the SW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;

PARCEL D: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,546 feet or so as to reach the North right-of-way of County (formerly State) Road No. 162; thence South 62°0' East along said right-of-way 182 feet to the point of beginning; thence continue South 62°0' East along said right-of-way 142 feet; thence North 0°07' East 379 feet; thence North 89°34' West 125 feet; thence South 0°07' West 312 feet to the point of beginning, containing one acre more or less located in the SW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;

PARCEL E: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 west, thence South 0°07' West 1,320 feet; thence South 89°34' East 1,331 feet; thence North 01°44' East a distance sufficient to reach the North right-of-way of a county graded road; thence Westerly along the North right-of-way of said county road 208.7 feet to the point of beginning; thence continue Westerly along the north right-of-way of said county road 208.7 feet; thence North 01°44' East 208.7 feet; thence Easterly parallel with the North right-of-way of said county road 208.7 feet; thence South 01°44' West 208.7 feet to the point of beginning, containing one acre more or less located in the S 1/2 of NW 1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;

PARCEL F: Commence at the NW corner of NE 1/4 of Section 35, Township 6 North, Range 11 West, thence South 0°07' West 1,546 feet or so as to reach the North right-of-way of County (formerly State) Road No. 162; thence South 62°0' East along said right-of-way 850.5 feet to the point of beginning; thence North 0°07' East 256 feet, thence South 62°0' East 256 feet; thence South 0°07' West 256 feet; thence North 62°0' West 256 feet to the point of beginning, containing 1.5 acres, more or less and located in the SW1/4 of NE 1/4 of Section 35, Township 6 North, Range 11 West;

and also less and except the parcels more particularly described in the instrument recorded at OR Book 717, Page 134, Public Records of Jackson County, Florida (the description in which instrument is incorporated herein by reference), the remaining lands in Section 35, T6N, R11W, being 82.06 acres, more or less, and being tax parcel ID 35-6N-11-0000-0010-0000;

and

Northeast Quarter (NE 1/4), and the North Half (N 1/2) of Northwest Quarter (NW 1/4), and Southwest Quarter (SW1/4) of Northwest Quarter (NW 1/4), Section 36, Township 6 North, Range 11 West, Jackson County, Florida, being tax parcel ID 36-6N-11-0000-0010-0000.

**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 Frances H. Taylor, the unmarried widow of C. Chadwick Taylor, deceased and successor by Estate by Entireties and Judith Marie Bishop and Jonathan Dekle Taylor and Margaret Pattison Watson and Pamela Pattison Boulding and Polly Abbott Pattison, as single person or persons, and joined by spouse (or their respective spouses), referred to herein as “Grantors”, who, being first duly sworn, depose and say that:

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

See Attached Legal Description as “Exhibit A”

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 2025, 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 have 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 1, 2024. Since April 1, 2024, 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. Grantors are not a “foreign person” as that term is defined in Section 1445-F of the Internal Revenue Code and Grantors are 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 Grantors are:

**Frances H. Taylor:**\_\_\_\_\_

**Judith Marie Bishop:**\_\_\_\_\_

**Jonathan Dekle Taylor:**\_\_\_\_\_

**Margaret Pattison Watson:**\_\_\_\_\_

**Pamela Pattison Boulding:**\_\_\_\_\_

**Polly Abbott Pattison:**\_\_\_\_\_

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 PAGES}

By: \_\_\_\_\_  
**Frances H. Taylor**

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, Frances H. Taylor.

- \_\_\_ 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:



By: \_\_\_\_\_  
**Judith Marie Bishop**

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, Judith Marie Bishop.

- \_\_\_ 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:

By: \_\_\_\_\_  
**Jonathan Dekle Taylor**

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, Jonathan Dekle Taylor.

- \_\_\_ 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:

By: \_\_\_\_\_  
**Margaret Pattison Watson**

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, Margaret Pattison Watson.

- \_\_\_ 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:

By: \_\_\_\_\_  
**Pamela Pattison Boulding**

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, Pamela Pattison Boulding.

- \_\_\_ 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:

By: \_\_\_\_\_  
**Polly Abbott Pattison**

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, Polly Abbott Pattison.

- \_\_\_ 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  
Andrew Joslyn, Deputy Executive Director  
Caitlin Brongel, Chief of Staff  
Kathleen Coates, Director, Resource Management Division

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

DATE: October 30, 2024

SUBJECT: Consideration of Grant Funding for Port St. Joe Water Treatment Plant Reuse Project

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**Recommendation**

Staff recommends the Governing Board authorize the Executive Director to enter into an agreement with the city of Port St. Joe to provide \$80,000.00 in grant funding for the Port St. Joe Microfiltration (MF) Membrane Backwash Water Recycle project, subject to budget authority and legal counsel review.

**Background**

The Port St. Joe Microfiltration (MF) Membrane Backwash Water Recycle project will reduce the wastewater generated by the water treatment plant and improve overall plant efficiency by redirecting the backwash water back to the head of the plant for treatment (recycle). Project benefits include reduced chemical costs and enhancement of the treatment process by mixing water that has already been treated with the source water.