

SWF Parcel No. 13-500-405
Approved by Attorney: _____

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**"), is made and entered into by and between Kirkland Ranch, Inc., a Florida corporation, having a mailing address of 101 E. Kennedy Boulevard, Suite 2700, Tampa, Florida 33602, referred to herein as "**Seller**," and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "**Buyer**" or the "**District**."

WITNESSETH:

WHEREAS, Seller is the owner in fee simple of certain real property containing approximately 939.56 acres located in Pasco County, Florida, herein after referred to as the "**Property**;" and

WHEREAS, Buyer desires to acquire the Property as part of a Florida Forever Work Plan authorized by the District and the Florida Department of Environmental Protection (the "**FDEP**");

NOW THEREFORE, in consideration of Ten and No/00 Dollars (\$10.00) paid by Buyer to Seller and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property, upon the following terms and conditions:

1. **PROPERTY** The Property that is the subject of this Agreement is depicted in red on the Property Map set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.
2. **EFFECTIVE DATE** If this Agreement is not executed by Seller on or before August 31, 2025, Buyer's offer contained in this Agreement is withdrawn and is thereafter null and void. The effective date of this Agreement ("**Effective Date**") shall be on the day of which the last of the Buyer and Seller have signed this Agreement below.
3. **APPROVAL** This Agreement is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Agreement and all the terms and conditions hereof, Buyer will notify Seller thereof in writing and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate upon Seller's receipt of Buyer's notice.
4. **FUNDING** The parties hereto acknowledge and agree that funding for the purchase of the Property was allocated through a legislative appropriation for the acquisition of the Property through Local Funding Initiative Request #2186, the ("**Funding**")

Request") attached as **Exhibit B** hereto, and will be administered by the FDEP consistent with WMD Budget Amendment Request 25.02. If the FDEP does not release to the District all the funds required to purchase the Property as shown on the Funding Request on or before **[TO BE CONFIRMED]**, the District will notify the Seller thereof in writing and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.

5. PURCHASE PRICE The total purchase price for the Property shall be Thirty Million Eight Hundred Thousand and No/100 Dollars (\$30,800,000.00) (the "**Purchase Price**") inclusive of all closing costs.

6. TITLE Seller shall, at its expense, within ten (10) days after the Effective Date, obtain from a title company selected by the Buyer (the "**Title Company**") a commitment for issuance of an owner's title insurance policy (the "**Title Commitment**") insuring Buyer's fee simple title to the Property in the full amount of the Purchase Price, together with copies of all supporting documents referenced therein. Buyer shall deliver the Title Commitment and such supporting documents to Seller promptly upon receipt. Buyer shall obtain, at Seller's expense, an owner's title insurance policy (the "**Title Policy**") in the form and amount set forth in the Title Commitment, to be issued to Buyer at Closing. Buyer shall have until the expiration of the Due Diligence Period to deliver written notice to Seller specifying any defects in title ("**Title Defects**"). Seller shall have until five (5) days before Closing (the "**Title Cure Period**") to use reasonable efforts to cure such Title Defects, which shall not include the institution of litigation or other proceedings. If Seller is unable to cure the Title Defects within the Title Cure Period, Buyer may, upon written notice to Seller within three (3) days after expiration of the Title Cure Period, either (a) terminate this Agreement, in which event the parties shall have no further rights or obligations hereunder, or (b) elect to proceed to Closing, in which case Buyer shall be deemed to have waived such uncured Title Defects without a reduction in the Purchase Price. Failure of Buyer to deliver such written notice within said five (5) day period shall be deemed an election under clause (b).

7. A. ENVIRONMENTAL Buyer, at its expense, shall obtain a Phase 1 Environmental Site Assessment ("**Phase 1 ESA**") addressing the entirety of the Property and be conducted in accordance with the requirements in Exhibit "C" attached hereto and incorporated herein by reference. The Phase 1 ESA shall be obtained not less than thirty (30) days prior to the Closing (the "**Due Diligence Period**"). During the Due Diligence Period, Seller shall provide Buyer and its consultants with reasonable access to the Property, including the interior of any structures located on the Property. Buyer may use such access to conduct a feasibility study to determine the physical condition of the Property. During the Due Diligence Period, Buyer, in its sole discretion, may determine whether the condition of the Property is satisfactory. Buyer shall instruct the environmental consultant that both Buyer and Seller are to be considered clients for the Phase 1 ESA, and that the Phase 1 ESA shall be certified to both Buyer and Seller. If the Phase 1 ESA indicates that a Phase 2 Environmental Site Assessment ("**Phase 2 ESA**") or other investigations should be conducted, Buyer may, at its expense, obtain such

Phase 2 ESA or other investigations. If Buyer, in its sole discretion, determines that the condition of the Property is not satisfactory, Buyer may, on or before the end of the Due Diligence Period, terminate this Agreement by providing written notice to Seller.

B. If at any time between Effective Date hereof and the Due Diligence Period, Buyer determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as defined by the Comprehensive Environmental Resource Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq., or by any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "**Contaminants**") on the Property, Buyer may, prior to the expiration of the Due Diligence Period, provide written notice to Seller either terminating this Agreement or waiving such condition. Failure by Buyer to provide such written notice by the expiration of the Due Diligence Period shall be deemed a waiver of any such condition.

C. Seller warrants and represents to Buyer that it has not received written notice of any Contaminants as defined herein deposited, located, placed or released on the Property.

D. If after Closing, Buyer discovers that Contaminants were deposited, located, placed, or released on the Property prior to Closing, Seller shall indemnify and hold Buyer harmless from and against any and all losses, damages, fines, charges, claims, costs, penalties, assessments, expenses, fees (including consultants', attorneys', and legal assistants' fees and costs), liabilities (including strict liability), or third-party claims (collectively, the "**Costs**") that are asserted, levied, assessed, entered into, or charged to or against Buyer or the Property in connection with the release, discharge, presence of, or cleaning up, removing, disposing, or otherwise eliminating any Contaminants, provided, however, that Seller's indemnity obligation hereunder shall apply only to Contaminants caused by Seller's ordinary negligence, gross negligence, willful misconduct, or Seller's aggravation of any preexisting contamination or condition on the Property. If Buyer discovers Contaminants caused by Seller's ordinary negligence, gross negligence, willful misconduct, or Seller's aggravation of any preexisting contamination or condition on the Property, Buyer may require Seller, at Seller's expense, to remove such Contaminants from the Property and take any remedial or other action required by any local, state, or federal agency.

E. Prior to the expiration of the Due Diligence Period, Buyer shall notify Seller in writing of the existence of any trash and junk material (defined herein) on the Property. In the event Buyer provides written notice of any trash or junk material on the Property, Seller will be required to remove all such trash and junk material at its sole expense prior to the Closing. "**Trash or junk material**" for the purposes of this Agreement includes, but is not limited to, abandoned automobiles, abandoned appliances, abandoned above or below ground storage tanks, metallic wastes, residential rubbish, farm equipment,

deteriorated fence materials, dilapidated mobile homes, sheds, machinery, construction material or any other materials unacceptable to Buyer.

8. **CLOSING** Subject to the curative periods provided in paragraphs 6 and 7 the closing (the "**Closing**") of the sale of the Property by Seller to Buyer shall occur on or before December 31, 2025 (the "**Closing Date**"), unless extended by mutual agreement of the parties in writing. Seller shall deliver exclusive occupancy and possession of the Property to Buyer on or before the Closing Date. The Closing shall be held at a location, date, and time selected by the Buyer and reasonably acceptable to the Seller. During the period from the Effective Date until Seller surrenders exclusive occupancy and possession of the Property to Buyer, neither Seller nor anyone under Seller's control or direction will commit or allow to be committed any act which diminishes the value of the Property.

9. **TAXES AND ASSESSMENTS** Taxes, assessments, and other revenues and expenses on the Property will be prorated through the Closing Date. The proceeds will be increased or decreased as may be required by the proration of said items. If the amount of taxes and assessments for the year in which the Closing occurs cannot be ascertained, rates, millages and assessed valuations of the previous year, with known changes, will be used, with allowance for homestead or other exemptions if allowed for either year. It is understood and agreed by the parties that Seller shall be responsible for prorated assessments and taxes through Closing based on the best available estimates at the time. If the actual prorated assessments and taxes, based on the final assessed valuation for the current tax year, are more than the estimated amount paid by Seller to Buyer, Seller shall reimburse Buyer for the difference within fifteen (15) days of written demand accompanied by supporting documentation. If the actual prorated assessments and taxes, based on the final assessed valuation for the current tax year, are less than the estimated amount paid by Seller, Buyer shall reimburse Seller for the difference within fifteen (15) days of written demand accompanied by supporting documentation. All real estate taxes and assessments which are, or which may become a lien against the Property will be satisfied by Seller on or before Closing. In the event Buyer acquires fee title to the Property between January 1 and November 1, Seller will, 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 Closing. In the event Buyer acquires fee title to the Property on or after November 1, Seller will 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.

10. **DEED** Upon payment of the Purchase Price as provided in paragraph 5, Seller will convey fee simple title to the Property to Buyer or its successors and/or assigns by warranty deed free and clear of all leases, liens, mortgages and other encumbrances not acceptable to Buyer, except taxes for the year in which the Closing occurs. The documentary stamp tax on the deed and costs for recording the deed will be paid by Seller.

11. **SURVEY** Within thirty (30) days of the Effective Date, Seller shall obtain, at

Seller's expense and in accordance with the requirements in Exhibit "D", a current ALTA survey of the Property completed by a registered land surveyor selected by Seller and duly licensed in the State of Florida (the "**Survey**"). Seller shall deliver a copy of the Survey to Buyer upon Seller's receipt of such Survey. Buyer shall have until the expiration of the Due Diligence Period to deliver written notice to Seller specifying any objections or encroachments shown on the Survey ("**Survey Objections**"). Seller shall have until five (5) days before Closing (the "**Survey Cure Period**") to use reasonable efforts to cure such Survey Objections, which shall not include the institution of litigation or other proceedings. If Seller is unable to cure the Survey Objections within the Survey Cure Period, Buyer shall, by written notice to Seller within three (3) days after expiration of the Survey Cure Period, either (a) terminate this Agreement, in which event the parties shall have no further rights or obligations hereunder, or (b) elect to proceed to Closing, in which case Buyer shall be deemed to have waived such uncured Survey Objections without a deduction in the Purchase Price. Failure of Buyer to deliver such written notice within said three (3) day period shall be deemed an election under clause (b).

12. WELLS As a condition of Closing, Seller will disclose the location of all wells on the Property being sold to Buyer, whether permitted or not. The purpose of this disclosure is to document well locations on the Survey and to allow inspections by the environmental consultant performing the Phase 1 ESA and District's well program staff. Seller, at its sole expense, agrees to bring all wells located on the Property into compliance with Chapter 40D-3, Florida Administrative Code ("**F.A.C.**"), and in accordance with District's established program for capping and plugging abandoned wells, before Closing. This requirement includes all wells that do not meet current well construction standards.

13. RISK OF LOSS Seller will exercise all reasonable care and diligence to ensure that the natural conditions of the subject Property are in substantially the same condition on the date of Closing as they were during initial District staff and appraisal inspection on August 8, 2025 (the "**Inspection Date**"). It shall be a condition precedent to Closing that the natural conditions of the Property shall not have materially changed from the Inspection Date through the date of Closing. If Buyer determines, in its sole discretion, that the natural conditions of the Property have materially changed during such period, Buyer may terminate this Agreement by providing written notice to Seller, whereupon all rights and liabilities of the parties hereunder shall terminate.

14. ENCROACHMENTS AND ENCUMBRANCES From the Effective Date through Closing, neither Seller nor anyone under Seller's control or direction will cause or allow any encroachments or encumbrances on the Property not existing as of the Effective Date. At the Closing, Seller will furnish Buyer with Seller's affidavit, stating that neither Seller nor anyone under Seller's control or direction have taken any action to encumber the Property or otherwise adversely affect the status of the title thereto between the Effective Date and the Closing Date, and stating that either (i) there have been no improvements made to the Property during the ninety (90) days immediately preceding the Closing Date, or (ii) that all contractors, materialmen, suppliers and potential lienors in connection with any improvements made to the Property during the ninety (90) days immediately preceding the Closing Date have been paid in full. If Seller is a corporation

or other business entity, Seller will also furnish Buyer with Seller's Non-Foreign Corporate Affidavit at or before the Closing as required by Section 1445(b)(2) of the United States Revenue Code, to relieve Buyer from withholding any income or capital gains taxes on the Purchase Price. Seller agrees to indemnify and hold Buyer harmless, for all fees and costs incurred including, but not limited to, any attorney's fees incurred by Buyer, as a result of any misrepresentations, omissions, or errors in Seller's affidavits.

15. FEES/COMMISSIONS For purposes of this Agreement, "**Broker**" shall mean any real estate broker, agent, or salesperson claiming a commission or fee in connection with the sale of the Property. Buyer and Seller each represent that they have not dealt with any Broker. Seller agrees to defend, indemnify, and hold harmless the Buyer and their respective agents, employees, officers, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any claim for commissions, costs, or fees by any Broker not previously disclosed in writing. The parties acknowledge that no real estate commissions or fees are currently owed to any Broker or agent in connection with this transaction.

16. DISCLOSURE Seller will comply with the disclosure requirements pursuant to Section 286.23, Florida Statutes, (real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions), if applicable.

17. PROCEEDS At Closing, the distribution of the Purchase Price will be made by Buyer to the Title Company in the form of a check or wire transfer. Final distribution of Seller's proceeds will be made to Seller by the Title Company.

18. DISBURSEMENT It is understood and agreed to by the parties that the funds for the Purchase Price may not be disbursed to Seller at the Closing but may be held in escrow by Buyer's closing agent pending recording of the deed and recertification of title by Buyer's title insurance company showing no intervening encumbrances before the recording of the deed.

19. DEFAULT If either Buyer or Seller fails to perform this Agreement, either party, at its option, may bring suit for specific performance of this Agreement or for damages.

20. OTHER AGREEMENTS This Agreement may be modified or amended only by a written instrument duly executed by both Buyer and Seller. No other agreements, understandings, representations, or warranties, whether oral or written, shall be binding on the parties.

21. NO DEVELOPMENT The District shall designate the Property as having been acquired for conservation purposes and shall manage the Property, to the extent practicable, in such a way as to restore and protect its natural state and condition. The District shall not sell, transfer, or otherwise convey any interest in the Property for, nor permit the Property to be used or developed for, any commercial, industrial, retail, office, shopping center, or residential subdivision purposes.

22. **BINDING EFFECT** The covenants herein contained will bind, and the benefits and advantages hereof will inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; whenever used herein, the singular will include the plural, the plural will include the singular, and the use of any gender will include the other.

23. **SURVIVAL OF CONTRACT TERMS** The terms and conditions of this Agreement which, from their sense and context are intended to survive the Closing or termination of this Agreement in order for them to be effectual, shall survive the closing of the sale of the Property and shall not be merged into the Deed or any other document between the Buyer and Seller.

23. **AS IS** The sale of the Property is made on an “AS IS,” “WHERE IS,” and “WITH ALL FAULTS” basis, and Buyer expressly acknowledges that, in consideration of the agreements of Seller, Seller makes no warranty or representation, express or implied, or arising by operation of law, including but not limited to, any warranty of condition, eligibility, merchantability or fitness for a particular purpose with respect to the Property or any portion thereof, except for any representations or warranties set forth herein or in any Closing documents. Seller hereby informs Buyer and Buyer acknowledges that the Property may have material defects.

24. **NOTICE** Any notice which must or may be given under this Agreement or by law will be in writing and will be deemed to have been given when delivered by personal delivery or by overnight courier (such as FedEx) or when deposited in the United States mail, certified, return receipt requested, full postage prepaid to Buyer or to Seller at the addresses set forth in the preamble to this Agreement.

25. **CONSTRUCTION** Seller and Buyer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

27. **HEADINGS** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

28. **SELLER’S WARRANTIES** Seller hereby represents and warrants to Buyer the following:

1. Seller is a duly organized, validly existing entity in good standing under the laws of its jurisdiction of formation and has full corporate, partnership, or other organizational power and authority to enter into and perform this Agreement and the transactions contemplated hereby.

2. The individual executing this Agreement on behalf of Seller is duly authorized to do so and to bind Seller to its terms.
3. As of the Effective Date, Seller has not received written notice of any matters materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.
4. Seller's execution and performance of this Agreement do not and will not violate any agreement, law, regulation, or court order applicable to Seller.

The foregoing representations and warranties of Seller set forth in this Section 28 shall survive Closing for a period of one (1) year.

29. BUYER'S WARRANTIES Buyer hereby represents and warrants to Buyer the following:

1. Buyer is a duly organized, validly existing entity in good standing under the laws of its jurisdiction of formation and has full corporate, partnership, or other organizational power and authority to enter into and perform this Agreement and the transactions contemplated hereby.
2. The individual executing this Agreement on behalf of Buyer is duly authorized to do so and to bind Buyer to its terms.
3. Buyer's execution and performance of this Agreement do not and will not violate any agreement, law, regulation, or court order applicable to Buyer.

The foregoing representations and warranties of Buyer set forth in this Section 29 shall survive Closing for a period of one (1) year.

30. SEVERABILITY Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination will not render void, invalid or unenforceable any other section or any part of any section of this Agreement.

31. WAIVER No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

32. PUBLIC RECORDS All records and documents generated or received by the parties in relation to this Agreement are subject to the Public Records Act, Chapter 119, Florida Statutes, except that appraiser reports, offers and counteroffers are confidential and exempt from the provisions of Section 119.07(1), Florida Statutes, until an option contract is executed, or if no option contract is executed, until thirty (30) days before a contract or agreement for purchase is considered for approval by the District Governing

Board pursuant to Section 373.139(3)(a), Florida Statutes.

33. PROPERTY NAME Buyer hereby agrees to designate the name of the Property as "Kirkland Ranch Preserve" no later than fifteen (15) days after Closing (the "**Property Name Designation**"). The District agrees to use the Property Name in all official documents and publications, including, but not limited to, all official records, signage, maps, marketing materials, and communications and publications regarding the Property. The Property Name Designation shall be set forth in the deed conveying title to the Property at Closing and recorded in the public records of Pasco County, Florida.

34. COUNTERPARTS This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same original. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or by scanned image (e.g., .pdf file extension) as an attachment to an email and the signature page of either party to any counterpart may be appended to any other counterpart. The parties acknowledge and agree that execution of this Agreement may be accomplished by electronic signature utilizing DocuSign or any other mutually acceptable similar online, electronic, or digital signature technology.

35. FURTHER ASSURANCES Each party agrees to execute and deliver such further documents and take such further actions as may be reasonably necessary or desirable to carry out the purposes and intent of this Agreement and to consummate the transactions contemplated hereby, including, without limitation, any documents required to record or perfect the interests conveyed or created under this Agreement.

36. ASSIGNMENT Neither Buyer nor Seller may assign this Agreement or any interest herein, in whole or in part, to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment without such consent shall be null and void.

39. TIME OF THE ESSENCE Time is of the essence with respect to all dates and performance timeliness set forth herein.

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IN WITNESS WHEREOF, the parties and the lawful representatives of the parties hereto have caused these presents to be executed in their respective names upon the day and year entered below their respective signatures.

Seller:

KIRKLAND RANCH, INC.,
a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

Buyer:

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT,**
a public corporation

By: _____

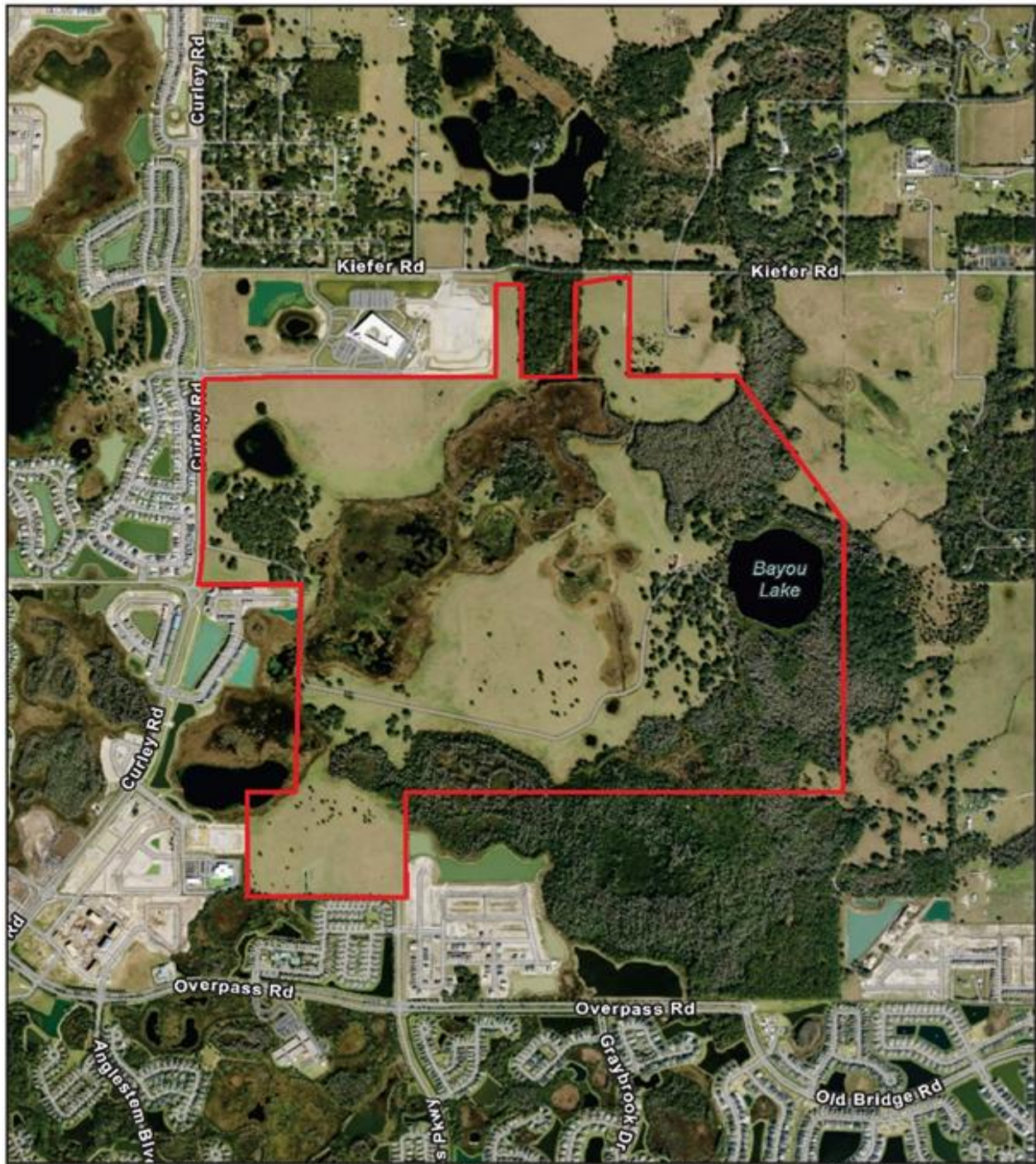
Name: Brian J. Armstrong

Title: Executive Director

Date: _____

Exhibit "A"

Property Map



State of Florida, Earthstar Geographics, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

 Kirkland Ranch Property

0 1,000 2,000
Feet



Southwest Florida
Water Management District

Exhibit B:
Funding Request

(Added graphics)



The Florida Senate
Local Funding Initiative Request
Fiscal Year 2025-2026

LFIR # 2186

1. Project Title
2. Senate Sponsor
3. Date of Request

4. Project/Program Description

The goal of this request is to acquire the Kirkland Ranch in Pasco County for the purposes of land and water conservation. All funding provided in this request shall be made available to the Southwest Florida Water Management District (SWFWMD) for the use of acquiring the Kirkland Family Ranch located in Pasco County. Once FDEP receives the funds for this request, funding provided in this request shall be transferred to SWFWMD within 30 days of the receipt of funds.

5. State Agency to receive requested funds
- State Agency contacted?

6. Amount of the Nonrecurring Request for Fiscal Year 2025-2026

Type of Funding	Amount
Operating	0
Fixed Capital Outlay	30,800,000
Total State Funds Requested	30,800,000

7. Total Project Cost for Fiscal Year 2025-2026 (including matching funds available for this project)

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	30,800,000	100%
Matching Funds		
Federal	0	0%
State (excluding the amount of this request)	0	0%
Local	0	0%
Other	0	0%
Total Project Costs for Fiscal Year 2025-2026	30,800,000	100%

8. Has this project previously received state funding?
- If yes, provide the most recent instance:

Fiscal Year (YYYY-YY)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested?
- a. If yes, indicate nonrecurring amount per year.
- b. Describe the source of funding that can be used in lieu of state funding.

Complete questions 10 and 11 for Fixed Capital Outlay Projects

(Added graphics)



The Florida Senate
Local Funding Initiative Request
Fiscal Year 2025-2026

LFIR # 2186

10. Status of Construction

a. What is the current phase of the project?

☒ Planning ☐ Design ☐ Construction ☐ N/A

b. Is the project "shovel ready" (i.e permitted)?

No

c. What is the estimated start date of construction?

07/01/2025

d. What is the estimated completion date of construction?

07/01/2025

e. What funding stream will be used for ongoing operations and maintenance of the project?

None, this is a land acquisition project.

11. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

There is no fixed capital outlay.

12. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		0
Other Salary and Benefits		0
Expense/Equipment/Travel/Supplies/Other		0
Consultants/Contracted Services/Study		0
Operational Costs		
Salary and Benefits		0
Expense/Equipment/Travel/Supplies/Other		0
Consultants/Contracted Services/Study		0
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/Planning Engineering	Purchase of land at market appraisal value.	30,800,000
Total State Funds Requested (must equal total from question #6)		30,800,000

13. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

The goal is to preserve a significantly environmentally sensitive property through purchasing development rights.

b. What activities and services will be provided to meet the intended purpose of these funds?

Purchase of development rights will achieve this goal.

c. What direct services will be provided to citizens by the appropriation project?

Preservation of environmentally sensitive lands rather than development.

d. Who is the target population served by this project? How many individuals are expected to be served?

(Added graphics)



**The Florida Senate
Local Funding Initiative Request
Fiscal Year 2025-2026**

LFIR # 2186

All citizens of Florida.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

Environmentally sensitive lands will be preserved from development.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

Contractual penalties consistent with the rural family lands protection program.

14. Is this project related to mitigation, response, or recovery from a natural disaster?

a. If Yes, what phase best describes the project?

- ☐ Mitigation (reducing or eliminating potential loss of life or property)
- ☐ Response (addressing the immediate and short-term effects of a natural disaster)
- ☐ Recovery (assisting communities return to normal operations, including rebuilding damaged infrastructure)

b. Name of the natural disaster (or Executive Order # for events not under a federal declaration):

15. Has the entity applied for or received federal assistance for this project?

- ☐ Yes, Applied
- ☐ Yes, Received
- ☐ No
- ☐ No, but intends to apply

a. If yes, provide the FEMA project worksheet ID#:

b. Provide the total project cost listed on the FEMA project worksheet:

16. Has the entity applied for or received state assistance for this project (other than this request)?

- ☐ Yes, Applied
- ☐ Yes, Received
- ☐ No
- ☐ No, but intends to apply

a. If yes, specify the program and state agency (ex. Local Government Emergency Bridge Loan, Department of Commerce):

(Added graphics)



**The Florida Senate
Local Funding Initiative Request
Fiscal Year 2025-2026**

LFIR # 2186

17. Requester Contact Information

a. First Name Last Name
b. Organization
c. E-mail Address
d. Phone Number Ext.

18. Recipient Contact Information

a. Organization
b. Municipality and County
c. Organization Type
☒ For Profit Entity
☐ Non Profit 501(c)(3)
☐ Non Profit 501(c)(4)
☐ Local Entity
☐ University or College
☐ Other (please specify)
d. First Name Last Name
e. E-mail Address
f. Phone Number Ext.

19. Lobbyist Contact Information

a. Name
b. Firm Name
c. E-mail Address
d. Phone Number

The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.

Exhibit C:

MINIMUM ENVIRONMENTAL SITE ASSESSMENT REQUIREMENTS TO DETERMINE THE PRESENCE OF CONTAMINANTS

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

The following is the minimum requirements for acceptance of an Environmental Site Assessment (ESA). This outline should not be construed as a limitation.

I

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PURPOSE

The reports are obtained for the purpose of exercising due diligence in the acquisition of property by determining if there is a probability or the presence of hazardous materials, pollutants, contaminants, wastes or toxic wastes and substances that are designated pursuant to and/or regulated by any applicable federal, state, or local, laws, statutes, ordinances, rules, regulations or other governmental restrictions relating to, regulating or imposing liability or standards of conduct concerning environmental contaminants.

II. SCOPE OF WORK

The assessment is to be based on latest **American Society of Testing and Materials "ASTM" Standard Practice** E 1527, E 1528 or E 2247 depending on the type and size of the property. ***The report shall contain all contracts associated with this environmental site assessment. The contractor shall investigate all environmental issues inclusive of but not limited to CERCLA. The Southwest Florida Water Management District's (District) use is not limited to CERCLA and this report should include surface water issues, wastewater issues, solid waste issues, air pollution issues, and any other environmental issues that might be related to the use of the property as a public land.*** The report will be prepared by qualified professionals who will follow the aforementioned standard practices and any applicable standards set forth by any local, State, and/or Federal governments and/or agencies. In addition to the aforementioned requirements, the contractor shall incorporate following requirements:

- A. Search available public and private records for prior ownership including "Recorded Land Title Records" and use including investigation of occupational licenses, professional licenses and permits of the property from the present back to 1940 or the first recorded ownership and/or use, whichever is earlier. These sources cannot be the only historical sources consulted. At least one additional standard historical source, per ASTM standard practice must also be consulted.
- B. When investigations include the use of an ASTM E 1528 Transaction Screen Questionnaire, personal interviews with prior owners, prior tenants and their employees, and neighboring landowners must be attempted. This questionnaire and results shall be included in the report.

- C. Review of current and historical aerial photographs of the property for an evaluation of prior uses of the property from the present back to the first aerial photographic records, if available. This resource is not to be used as an additional source to fulfill requirements described in paragraph - II. A.
- D. Review United States Geological Surveys and topographic maps, Natural Resource Conservation Service soil surveys, and Sanborn Fire Insurance Maps, if applicable, to identify the general topography, ground water characteristics and historic use of the property.
- E. If possible, determine if a prior environmental audit or assessment has been done; and, if so, what it disclosed.
- F. Property investigation requirements:
1. The site assessor, with compass or other means, will traverse the property in a manner that assures uniform coverage so that the entire property is viewed. The density of the traverses may vary according to the vegetation type. A map must be constructed showing the location of each traverse used to note the location of any condition described in paragraphs 2 and 3 of this section.
 2. The site assessor must make note of and examine any debris, mounds, stressed vegetation, unusual land colorations, odors, physical irregularities or similar features or deposits that may indicate old dump or contaminant sites. Other areas that will require careful examination are sinkholes, ravines, rights-of-way, edges of the fields and watercourses.
 3. Any dump or contaminant sites discovered should be noted on the traverse map, numbered and described briefly. For example, cans, barrels, garbage pits, storage tanks, machinery and similar materials associated with each site should be rated as to the degree of concern for contaminants. The site assessor will inspect the interior of any structure on the property for all the above.

III. ENVIRONMENTAL REPORT

The written report, submitted with four copies, must be signed, sealed and dated by a professional engineer (P.E.) or professional geologist (P.G.). A statement of the qualification(s) of all professional personnel involved in the preparation of the ESA, including the site assessor, must be included in the report. The report should include a summation of all parties contacted and all work performed. The report should describe observations and finds and list any dump or contaminant sites on the traverse map. The report must have color photographs including all sites depicted on the traverse map. At any stage of the assessment where potential contamination is discovered, notification should be provided to the contracting party. A recommendation for additional investigation (Phase II ESA) must be accompanied by a cost estimate. Specific authorization must be obtained before proceeding with any services beyond those provided for in this scope of services.

Each ESA report shall include a copy of these requirements in the addenda and conform to the presentation form

Exhibit D:
Survey Requirements

Scope of Work

- ❑ All interior improvements must be shown (including wells, septic tanks, interior fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- ❑ The survey will be certified to the 1) Southwest Florida Water Management District, 2) current owners, 3) Title Insurance agency and 4) Title Insurance underwriter.
- ❑ The following certification will appear on the survey map:

THIS _____ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS OF PRACTICE APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES.

- ❑ Title Commitment exceptions must be addressed on the survey (*see Mapping section below*).
- ❑ The survey will be based on the Florida State Plane Coordinate System (West Zone), North American Datum of 1983/Current Adjustment. Distances shown on the drawing and reported within any legal description created for this task work assignment will be converted to ground using an average scale factor.
- ❑ When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.
- ❑ Show all Federal Emergency Management Agency (FEMA) Flood Zones and/or Floodways. Search FEMA and local community for letter of map amendment (LOMA) and/or letter of map revision (LOMR) and show changes, if any. Reference Community Panel(s) and dates.

When the lands being surveyed, or any portion thereof, are described as being a portion of a PLSS Section, Eight (8) controlling corners for each section described will be recovered and shown on the map of survey. If current corner and accessories are substantially different new Certified Corner Records are to be submitted to FDEP and copies provided as a deliverable for this task work assignment. In some instances, all 8 controlling corners may not need to be surveyed, this can be negotiated on a case by case basis with a District PSM after the request for scope and fee is made. Mapping

- ❑ Drawing size will be 24" x 36" drawn at an appropriate scale for the details being shown (for large areas, preferred scale 1"=200' or larger, e.g. 1"=100'). If multiple sheets are used, sheet one of the set will be the key sheet, which will show the entire boundary of the parcel, street names and linework for the improvements and easements. Each subsequent sheet in the set will show the adjoining sheet number at the edge of the parcel, where applicable. All sheets will contain details, as needed, for clarity of improvements or encroachments.

- ❑ The following information will be prominently displayed in drawing title block, together with the District's logo:

<p><i>Southwest Florida Water Management District</i></p> <p><i>Survey Section</i></p> <p><i>2379 Broad Street U.S. Hwy. 41 South</i></p> <p><i>Brooksville, Fl. 34604</i></p> <p><i>(352) 796-7211 (800) 423-1476</i></p>	<p><i>Basin Name: (e.g. Green Swamp)</i></p> <p><i>Project Name: xxxxxxxxxxxxxxxxxxxx</i></p> <p><i>Parcel Number: (e.g. 10-100-100)</i></p> <p><i>Parcel Name: xxxxxxxxxxxxxxxxxxxx</i></p>
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- ❑ Drawing orientation will have north to the top of the sheet (preferred) or to the right.
- ❑ A coordinate table, listing state plane coordinates for all property corners and Section corners recovered or set, will be shown.
- ❑ "Surveyor's Notes:" will be required on the drawing. This section will include a statement regarding the datum and accuracy of horizontal coordinates shown, together with the average scale factor used. The scaled around point (centroid) used for the conversion to ground distances will be noted; accuracy of located features will be noted, any items the surveyor of record feels needs to be reported about the survey will be noted in this section in a numbered paragraph(s) format.
- ❑ When north is rotated to the right on a sheet, all annotation will be oriented to read normally when the user views the map with north towards the top of the page.
- ❑ The legal description of the survey will be shown with a header of "Legal Description".
- ❑ List area in acres to the hundredth (e.g.123.45 acres) and label within the parcel boundaries and below the legal description.
- ❑ Prominently label the parcel number within the boundaries of the parcel.
- ❑ When listing area in acres, do not state "more or less" except when combining with square footage (e.g. Containing 97,123 square feet or 2.23 acres more or less).
- ❑ List the title exceptions under Survey Notes:

Easements listed as items X, X, X, etc. under Schedule B – Section 2 of (Title Insurance Company Name)'s commitment number: XXXXXX (and if applicable) reference number XXXXXX effective date: XXXXXX XX, XXXX at XX:XX (a.m./p.m.) have been shown or noted hereon.
- ❑ Drawing No. XX-XXX-XXX (xx-xxx-xxx = parcel number) will be placed outside the bottom border on the right side.
- ❑ Any line or curve tables will be labeled and numbered in ascending order.
- ❑ Do not show owner(s) names or tax parcel identifiers from the property appraiser's data.

- ❑ When multiple sheets are used, the FEMA flood zone boundaries will be shown only in the last sheet of the set. This sheet will depict the entire parcel boundary, show sufficient features for orientation and be drawn at a reasonable scale.
- ❑ Only applicable items and/or abbreviations will be shown in the legend.
- ❑ A simple line diagram, vicinity or location map is required and will show the subject survey relative to clearly labeled major roadways. Do not copy in or externally reference other map sources i.e. aerial photography, scanned maps, web services.
- ❑ Drawing date (drawing started) will appear in the title box.
- ❑ No revision date will appear unless signed and sealed prints have previously been issued.
- ❑ Each sheet that depicts the survey boundaries will show the applicable Section(s), Township(s) and Range(s) and County(s) inside the upper right border.
- ❑ List geodetic control stations in notes (minimum of two), include designation and P.I.D.
- ❑ All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned.

CAD Standards

- ❑ CAD file name will normally be the District parcel number (i.e. XX-XXX-XXX.dwg).
- ❑ Save file in 2007 or newer format.
- ❑ CAD file will be purged (*see note below*), layer set to 0, left in appropriate space for plotting (model or paper) and zoomed extents.
- ❑ The CAD file will be delivered referenced to NAD 83 (2011) Florida West Zone. Distance labels will be ground distances and not grid.
- ❑ Any custom fonts, shapes, line types, plot style tables, hatching will be provided. (*Using eTransmit can assist with identifying custom files.*)
- ❑ CAD file will contain No annotative objects, if annotative objects were created as a part of normal work flow then the “flatten” command will be utilized to remove such formatting.
- ❑ If multiple sheets are needed, use of paper space is required.
- ❑ CAD file will have all external references removed. (*Use the XREF command to confirm.*)
- ❑ No entities will be contained in layer 0, which color will be white and linetype continuous.
- ❑ Layers will be set to the proper state for plotting.

- ❑ All entities will be created By-Layer, e.g. color, linetype or lineweight.
- ❑ Do not utilize aerial images as background or an overlay.
- ❑ Provide a layer named “SWFWMD-Boundary” containing a closed polyline of the subject survey. This layer should be frozen and not printed.
- ❑ Provide a separate layer named “SWFWMD-Easement-ORBXXXXX-PGXX” containing a closed polyline for each easement listed in the title commitment exceptions. This layer should be frozen and not printed.
- ❑ All entities will be separated into appropriate layers. Using the Layer Properties Manager, add a Description for any abbreviated layer names that may not be easily understood.
- ❑ The body of the legal description, including the caption, but not the header, will be an mtext entity.

Note: It has been discovered that the table style “Legend” that also has a text style “Legend” associated with it cannot be purged, even if there are no entities in the drawing. This is a bug in Version 2009 and prior versions of AutoCAD.

Solution: Execute the Rename command and rename table style “Legend” to another name. It will then allow you to purge the table style and text style “Legend”.

Initial Deliverables

This is not a preliminary or in progress submittal, it should be complete and ready to seal.

- ❑ A PDF plot of the survey printed at the same size as the hard copy (filename: **Drawing No. XX-XXX-XXX.pdf**, where XX-XXX-XXX is the parcel number)
- ❑ Provide an AutoCAD drawing file of the survey (filename: **XX-XXX-XXX.DWG**, where XX-XXX-XXX is the parcel number. The date of this file will not be later than the PDF plot).
- ❑ A zip file containing all custom font, line types, plot styles, color tables, etc. (filename: **CAD Support Files.zip**, this will not contain the DWG file).
- ❑ Pictures of all boundary markers, control, encroachments, and general site conditions will be provided. (filename: **Site Photos.pdf**)
- ❑ Provide copies of all field notes scanned into PDF format. The beginning page of notes will list the company name, address and telephone number. All pages will contain field book-page numbers and identify the crew persons and dates of work (filename: **Field Notes.pdf**).
- ❑ Provide all supporting computations and analysis of measurements including:
 - Adjustment, translation, rotation, balancing, etc; use bookmarks to organize and annotate to allow for review (filename: **Analysis.pdf**).
 - Export all Data Collection, e.g. conventional, GPS, leveling to an ASCII file format (filename: **(type of) Data Collection.txt**).
 - NGS Control Datasheets – minimum of two (filename: **Source Control.pdf**)

Note: The Source Control.pdf will contain the horizontal and vertical data sheets separated by bookmarked categories. If the NGS station(s) is both horizontal and vertical it would be under its own bookmark category.

For example: Horizontal
XXXXXX XXXX, [PID Designation]

Vertical
XXXXXX XXXX, [PID Designation]

Horizontal-Vertical
XXXXXX XXXX, [PID Designation]

Note: Compile these data in a zip file (filename: **Computations.zip**).

- ❑ Copies of any reference maps will be provided in PDF format:
 - Right-of-Way including maintained, proposed or existing (filename: **Name of Road – County – Type.pdf**)
 - Surveys by others (filename: **Surveys by Others.pdf** - if more than one include in same PDF with bookmarks)
 - FEMA Flood Map (filename: **FEMA Flood Map - community panel number.pdf**)
 - Existing/New Certified Corner Records (filename: **CCR – Sec-Twp-RGE-Cor.pdf**)

Note: These data will be compiled in zip file (filename: **Reference Data.zip**).

- ❑ When the question or establishment of mean high water, safe upland elevation or ordinary high water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: **DEP Sovereign Letter.pdf**).

Initial deliverables will be provided in one zip file named with your company initials and current date with no spaces e.g. YCI_03-17-10.zip. If the size of the zip file is below 20MB, send it as an email attachment. If it is above 20MB the following link is for the District Sharefile account, you can drag and drop the “zip” file there, after posting to Sharefile an email stating that the file has been uploaded to the District sharefile account shall be sent, stating the name of the file.

ShareFile Link: <https://watermatters.sharefile.com/r-raa8ab3de9af64f4e819e71961121e77f>

PDF Format Requirements

- Edit the PDF and rotate pages for reading or viewing (Use the Rotate command in the Pages tab).
- When scanning field book pages position in the same orientation and location.
- Convert bit-mapped images (e.g. site photos) to PDF and reduce to letter size.
- Combine same types of documents into one PDF and create bookmarks for each type. (For example Field Notes from different books or types of data collected. Also computations from different sources or types i.e. closures, GPS processing, adjustments. Site photos of different locations.)
- Use the optimize function to reduce the size of large PDF files, when scanning

documents to PDF format do not use a resolution greater than 300 dpi.

Final Deliverables

Resubmit any initial deliverable files that required changes.

- ❑ Provide six (6) signed-sealed prints of the final boundary survey.
- ❑ If a separate Surveyor's Report is provided, after signing and sealing, the document will be scanned into PDF format and named (*filename: **Survey Report.pdf***).

The following data should have been provided with the RFP:

Basin Name	Title Commitment
Project Name	District Survey data
Parcel Number	District Logo (AutoCAD format)*
Parcel Name	*available upon request

Addendum for Well Site Surveys

- ❑ All scope of work, mapping, CAD standards and deliverables detailed in the requirements above are applicable to this addendum, unless noted otherwise below.
- ❑ These surveys usually consist of three areas identified as follows:
 - Proposed Well Site Area – normally a 10 foot by 10 foot (*see exception map for site requirements*).
 - Proposed Access Area – normally 10 foot in width from public right of way to proposed well site area (*see exception map for site requirements*).
 - Proposed Temporary Construction Area – normally 100 foot by 100 foot surrounding the proposed well site area (*see exception map for site requirements*).
- ❑ One parcel number represents all three areas. Instead of labeling parcel number within the boundaries, label the type i.e. Proposed Well Site Area, leaders may be used.
- ❑ Boundary corners are to be set for all three parcels.
- ❑ Locate trees 4" DBH (Diameter at Breast Height) within the Access and Well site Areas Only.
- ❑ Title commitment provided will cover the parent parcel, not the well site parcel areas to be created, sufficient recovery of parent parcel boundary limits will be shown to validate that the well site and its additional easements are within the parent parcel limits.
- ❑ Only improvements that are within the proposed well site parcels or within 10 feet of their

furthest extent (typically that would be the limits of the "Temporary Construction Area") are required to be located, no additional parent parcel improvements are required to be located unless additional instructions are given on a case by case basis, this would be negotiated after the request for scope and fee is made.

When the parent parcel is described as being a portion of a PLSS section(s), sufficient section corner locations will be made in order to verify that the well site location is contained wholly within the described portion of the section(s), this may include the location of evidential boundary corners for other subdivided portions of the section(s).

- ❑ Legal descriptions are to be written for each area surveyed.
- ❑ When describing curve direction in a legal description use the phrase "...curve to the left..." or "...curve to the right..." not "...curve concave to the east (etc.)..."
- ❑ Legal description will be written and boundaries dimensioned in a clockwise direction.
- ❑ Legal descriptions will use "for the point of beginning" at the first instance and "to the point of beginning" on return.
- ❑ The legal description header for each boundary will contain a hyphen and area name. For example: Legal Description – Proposed Well Site Area.
- ❑ There will be only one survey drawing which will depict all three areas and contain their legal descriptions.
- ❑ Temporary Construction Area boundaries will be drawn using a dashed linetype.
- ❑ FEMA Flood Zone Data is not required for Well Site Surveys.
- ❑ The scale of the drawing will be increased to focus on the surveyed areas, not the parent tract.

Note: In some instances four wooden stakes have been placed at the proposed well site area location, as well as an iron rod at its center. These points were placed by others representing its approximate location to the land owner. If existing at the time of survey, they will be located and placed on a frozen layer named SWFWMD-Field Points in the provided CAD file. When practical the well site area should be placed at these points. However, appropriate boundaries (i.e. parallel or perpendicular with the parent boundaries, where applicable) will be created and conform with the parameters shown on the exception map provided. If unforeseen circumstances are encountered making the aforementioned impractical, contact the District for further direction.

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