



CITY COUNCIL
Regular Meeting Agenda

November 7, 2023
5:30 PM
6738 Dixon Street
Milton, FL 32570

1. Open Meeting

2. Invocation

Item # 2023-2055
Pastor Eli Purcell
Liberty Church, Pace Campus

3. Pledge of Allegiance

4. Approval of Minutes

Item # 2023-1950
October 10, 2023 Regular Council Meeting

5. Approval of Agenda

- Recommendation for additional items from the staff.
- Recommendation for additional items from the Council.

6. Recognitions, Proclamations & Awards

7. Public Hearings/Meetings

Item # 2023-1936
Proposed rezoning of 11.5 acres - Vanity Fair Rd.

8. Invited Speakers

9. Persons to Appear

10. General Consent Agenda

Item # 2023-1951
General Consent Agenda

Item # 2023-1938
SEPA: St. Mary's Winterfest 2023 (12/01 and 12/02/2023)

Item # 2023-2025
SEPA: DoNot Stop 5K

Item # 2023-1889
Bid Opening for RFP 2023.17 City of Milton Executive Search Firm (City Manager)

Item # 2023-2024
Bid Opening for RFP 2023.08 Engineer Services Decommission of Wastewater Treatment Plant

Item # 2023-2027
Purchase of land off of Jeff Ates Rd

Item # 2023-2029

Stop Sign at Jones & Henry Street

Item # 2023-2052

Sprayfield Site 3 - Exploration, and Cultural and Environmental Review Task Order

Item # 2023-2028

Milton Garden Club - Blue Star & Gold Star Memorial Markers

Item # 2023-1892

Al Brewton Recognition

11. Ordinances & Resolutions

Item # 2023-1937

Ordinance No. 1990-23 RMD Pension, 2nd Reading

Item # 2023-1936

Ordinance No. 1993-23 - Proposed rezoning of 11.5 acres - Vanity Fair Rd. 2nd Reading

Item # 2023-2058

Resolution No. 1582-23 - Funds Forward For Projects From Previous Fiscal Year

Item # 2023-2059

Resolution No. 1583-23 A Resolution to affirm the existing City Council appointments to the City's boards and committees, and to amend the expiration dates of the terms of appointment to the City's boards and committees.

Item # 2023-2060

Resolution No. 1584-23 A Resolution to appoint Mr. John Ellis to the Historic Preservation Board to an unexpired term that expires on September 9, 2027

Item # 2023-2061

Resolution No. 1585-23 A Resolution to appoint Mrs. Theresa Messick to the Historic Preservation Board to an unexpired term that expires on September 9, 2027

12. City of Milton Events

Events Coordinator, Jay Conrad

13. Public Information Officer Report

Bethany Anderson

14. Finance, Planning Board

Councilman Michael Cusack

15. Administration, Emerald Coast Regional Council

Councilwoman Marilyn Farrow

16. Parks & Recreation, Community Improvement Board

Councilman Gavin Hawthorne

17. LEAP

Councilman Jason Vance

18. Board of Adjustments

Councilman Matthew Jarrett

19. Historic Preservation Board, Transportation Planning Organization

Councilwoman Roxanne Meiss

Item # 2023-1901

Local Historic Resource proposed addition to UDC - Sections 11.4 & 11.5

20. Growth, Development & Annexation, Tourist Development Council

Councilman Jeff Snow

Item # 2023-2026

KSRB Butterfly House Vivarium Project - Stormwater Request

21. Public Works

Councilman Casey Powell

22. Mayor Report: Public Safety, Ordinance Committee

Mayor Heather Lindsay

Item # 2023-2057

Magnolia & Byrom Crossing- Corridor Study

23. City Attorney's Report

24. City Clerk's Report

25. City Manager's Report

26. Public Input

27. Adjourn

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the City at least 48 hours before the meeting by contacting City Hall, 6738 Dixon Street, Milton, or by calling 983-5410.

"If any person decides to appeal any decision made by the board, agency, or commission, with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." FS 286.0105



October 10, 2023 Regular Council Meeting

MEETING DATE	PREPARED BY
November 7, 2023	Clerk's Office Molly Turnes, Executive Assistant / Interim City Clerk



CITY COUNCIL
Regular Meeting Minutes

October 10, 2023
5:30 PM
6738 Dixon Street
Milton, FL 32570

1. Open Meeting

The meeting was called to order at 06:04 PM.

Members Present:

Council Member, Ward I, Seat I Mike Cusack
Council Member, Ward II, Seat I Marilynn Farrow
Council Member, Ward III, Seat I Gavin Hawthorne
Council Member Ward IV, Seat II Casey Powell
Council Member Ward II, Seat II Roxanne Meiss
Council Member Ward III, Seat II Jeff Snow
Council Member Ward I, Seat II Matt Jarrett
Mayor Heather Lindsay

Members Absent:

Council Member, Ward IV, Seat I Jason Vance

Members of the Public in Attendance

Jenny Weber, Donna Long, Pam Murfey, Bill Walter, Tom Powers, Buddy Fisher, Sherry Chapman, David Samples, Vernon Compton, Jerry Mitchell, Patsy Lunsford, Theresa Messick

Staff in Attendance

City Manager, Scott Collins
City Attorney, Alex Andrade
Interim City Clerk, Melissa Short
Interim City Clerk, Molly Turnes
Budget Coordinator, Heidi Sroka
IT Systems Analyst, Ashley Johnston
Public Information Officer, Bethany Anderson
Planning Director, Tim Milstead
Director of Economic Development, Ed Spears
Public Works Director, Joe Cook
Events Coordinator, Jay Conrad
Chief of Police, Tony Tindell

2. Invocation

Item # 2023-1945
Pastor Nicole Jackson
Bearing Fruit Community Church

Buddy Fisher

A retired deputy from the sheriff's department gave the invocation.

Pastor Nicole Jackson was unable to attend.

3. Pledge of Allegiance

4. Approval of Minutes

Item # 2023-1903

September 12, 2023 Regular Council Meeting Minutes

ACTION: Motion to Approve by Gavin Hawthorne;
second by Matt Jarrett;

Motion passed - 7:0

YEAS: Matt Jarrett, Roxanne Meiss, Jeff Snow,
Casey Powell, Mike Cusack, Marilynn
Farrow, Gavin Hawthorne

NAYS: None

ABSTAIN: None

5. Approval of Agenda

ACTION: Motion to Approve by Marilynn Farrow; second by Mike
Cusack;

Motion passed - 7:0

YEAS: Matt Jarrett, Roxanne Meiss, Jeff Snow, Casey Powell, Mike
Cusack, Marilynn Farrow, Gavin Hawthorne

NAYS: None

ABSTAIN: None

No Staff changes to the agenda

Councilman Jeff Snow requested to add Al Brewton Recognition to the Agenda
Workshop

6. Recognitions, Proclamations & Awards

None listed.

Mayor Lindsay mentioned that October is Breast Cancer Awareness Month and
October 10, 2023 is World Mental Health Day.

7. Public Hearings/Meetings

Item # 2023-1936

Proposed rezoning of 11.5 acres - Vanity Fair Rd.

ACTION: Motion to by None; second by None;
Motion - 0:0

YEAS: None
NAYS: None
ABSTAIN: None

Planning Director, Tim Milstead presented this item to the Council. This is the 1st of 2 public hearings required for the proposed rezoning of 11.5 acres on Vanity Fair. The second public hearing will be held at the November 7, 2023 Council Meeting. This rezoning will not require a map change and would bring it into compliance with the City of Milton's Comprehensive Plan.

No Members of the public had any questions and the public hearing was closed and set for second public hearing in November.

8. Invited Speakers

No Invited Speakers

9. Persons to Appear

Persons to Appear: Mary Booth

10. General Consent Agenda

Item # 2023-1904

General Consent Agenda

ACTION: Motion to Approve by Jeff Snow; second by Matt Jarrett;
Motion passed - 7:0
YEAS: Matt Jarrett, Roxanne Meiss, Jeff Snow, Casey Powell, Mike Cusack, Marilyn Farrow, Gavin Hawthorne
NAYS: None
ABSTAIN: None

Councilman Cussak asked for clarification that the Webster property on Richardson Street was in fact 11.5 acres. Public Works Director Joe Cook confirmed that was accurate. Councilman Powell clarified to the public that on the interlocal agreement that the document presented at the last meeting was a working document and was updated and the questionable verbiage has been corrected. Mayor Lindsay stated that, too, the updated document is in the agenda packet, which is why Council didn't question it and members of the public have access to that also.

Item # 2023-1895

Purchase of the Webster Property on Richardson St

Item # 2023-1896

Developers Agreement for The Grove at Berryhill Subdivision

Item # 2023-1897

Task Order for Spray Field on New Property for WWTP

Item # 2023-1898

Emergency Purchase of Pipe Bursting Project for Park Avenue

Item # 2023-1899

Negotiation for RFP 2023.11 Engineer Services for Russell Harber Park

Item # 2023-1900

Bid Opening for RFP 2023.09 Professional Appraisal Services WWTP

Item # 2023-1902

Wastewater Interconnectivity Highway 87 S.

Item # 2023-1692

RFP for Engineering Services - CDBG Broad St., Quinn St., and Okaloosa St.

Item # 2023-1693

Reject 2023.14 Water & Wastewater Treatment Plant Conversion to Liquid Chlorine

Item # 2023-1932

SEPA / OAFA: Santa Rosa County Veteran's Day Parade and Ceremony (11/11/23)

Item # 2023-1933

SEPA: Christmas Lighted Boat Parade (12/1/23)

Item # 2023-1934

SEPA / OAFA: Milton Christmas Parade (12/2/23)

Item # 2023-1935

SEPA: Milton's Blackwater Food Truck Festival - Spring (3/9/24)

Item # 2023-1893
Recommended Pay Increase For IT - City Clerk Duties

Item # 2023-1942
Council Meeting Dates for 2024

Item # 2023-1941
City Clerk Job Description

11. Ordinances & Resolutions

Item # 2023-1937
Ordinance #1990-23 RMD Pension, 1st Reading
ACTION: Motion to by None; second by None;
Motion - 0:0
YEAS: None
NAYS: None
ABSTAIN: None
City Attorney, Alex Andrade read Ordinance #1990-23 - 1st reading.

Item # 2023-1859
Ordinance # 1991-23 Wage Rates 2nd Reading
ACTION: Motion to Approve by Casey Powell;
second by Mike Cusack;
Motion passed - 7:0
YEAS: Matt Jarrett, Roxanne Meiss, Jeff Snow,
Casey Powell, Mike Cusack, Marilyn Farrow, Gavin Hawthorne
NAYS: None
ABSTAIN: None
City Attorney, Alex Andrade read Ordinance #1991-23 - 2nd reading.
City Manager Scott Collins reported to Council concerning the 1991-23 spreadsheet.

Item # 2023-1874
Ordinance # 1992-23 UDC Update Ordinance 2nd Reading
ACTION: Motion to Approve by Casey Powell;
second by Roxanne Meiss;
Motion passed - 7:0

YEAS: Matt Jarrett, Roxanne Meiss, Jeff Snow,
Casey Powell, Mike Cusack, Marilynn
Farrow, Gavin Hawthorne
NAYS: None
ABSTAIN: None

City Attorney, Alex Andrade read Ordinance #1992-23 - 2nd reading.

Item # 2023-1936

Ordinance #1993-23 - Proposed rezoning of 11.5 acres - Vanity Fair Rd. 1st Reading

ACTION: Motion to Approve by Jeff Snow; second by
Matt Jarrett;
Motion passed - 7:0
YEAS: Matt Jarrett, Roxanne Meiss, Jeff Snow,
Casey Powell, Mike Cusack, Marilynn
Farrow, Gavin Hawthorne
NAYS: None
ABSTAIN: None

City Attorney, Alex Andrade read Ordinance #1993-23 - 1st reading.

Item # 2023-2009

Resolution #1580-23 Correction to Resolution 1577-23

ACTION: Motion to Approve by Matt Jarrett; second
by Marilynn Farrow;
Motion passed - 7:0
YEAS: Matt Jarrett, Roxanne Meiss, Jeff Snow,
Casey Powell, Mike Cusack, Marilynn
Farrow, Gavin Hawthorne
NAYS: None
ABSTAIN: None

**City Attorney, Alex Andrade read Resolution #1580-23
City Manager Scott Collins reported to Council concerning
the amount discrepancy for Res 1577-23.**

Item # 2023-1890

Resolution #1581-23 Facing Fentanyl

ACTION: Motion to Approve by Matt Jarrett; second
by Casey Powell;
Motion passed - 7:0

YEAS: Matt Jarrett, Roxanne Meiss, Jeff Snow,
Casey Powell, Mike Cusack, Marilynn
Farrow, Gavin Hawthorne
NAYS: None
ABSTAIN: None

City Attorney, Alex Andrade read Resolution #1581-23

12. City of Milton Events

Events Coordinator, Jay Conrad reported to the Council.

13. Public Information Officer Report

Public Information Officer Report

Public Information Officer, Bethany Anderson reported to the Council.

14. Finance, Planning Board

Councilman Michael Cusack reported to the Council and mentioned wanting to meet with the City Manager to discuss the City hiring their own Engineer to cut down on costs.

15. Administration, Emerald Coast Regional Council

No report.

Mayor Lindsay mentioned to Councilwoman Farrow to possibly look into the consistency of contracts for City staff. Particularly the severance clause provisions.

16. Parks & Recreation, Community Improvement Board

Councilman Gavin Hawthorne reported to the Council.

17. LEAP

No report.

18. Board of Adjustments

No Report.

19. Historic Preservation Board, Transportation Planning Organization

Councilwoman Meiss reported to Council. She mentioned that the Historic Preservation Board has a couple of terms that are expiring and there will be a couple of openings on the Board.

20. Growth, Development & Annexation, Tourist Development Council

Councilman Snow reported to Council.

Item # 2023-2005

KSRB Butterfly House Vivarium Project - Stormwater Request

Planning Director, Tim Milstead, presented this item to the Council

Public input concerning a. KSRB Butterfly House Vivarium

Project - Stormwater Request was provided by: Bob Cole, Vernon Compton, Sherry Chapman, Jenny Weber, Cassandra Sharp, Bill Walter, James Calkins

ACTION: Motion to Approve by Jeff Snow; second by Matt Jarrett;
Motion passed - 5:2
YEAS: Matt Jarrett, Roxanne Meiss, Jeff Snow, Casey Powell, Gavin Hawthorne
NAYS: Mike Cusack, Marilynn Farrow
ABSTAIN: None
Amend motion to add a temporary certificate of occupancy for the vivarium building.

21. Public Works

No Report

22. Mayor Report: Public Safety, Ordinance Committee

Item # 2023-2008

Sexual Assault Prevention & Awareness

ACTION: Motion to Approve funding sexual assault prevention and awareness benches by: Mike Cusack; second by Gavin Hawthorne;
Motion passed - 7:0
YEAS: Matt Jarrett, Roxanne Meiss, Jeff Snow, Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne
NAYS: None
ABSTAIN: None

**Mayor Heather Lindsay spoke on the importance of sexual assault prevention and awareness. She mentioned dedicating a bench with the contact information on the bench like Whiting Field has and to consider putting this on the Agenda Workshop.
Council agreed to vote on it now to fund the awareness benches in all City of Milton parks.**

23. City Attorney's Report

No Report

24. City Clerk's Report

No Report.

25. City Manager's Report

City Manager Scott Collins reported to Council. He mentioned scheduling special work session to discuss changes with Council.

Councilwoman Meiss asked for there to be an update on the WWTP & City Clerk Position by the next meeting.

26. Public Input

Public Input was provided by: Theresa Messick, Vernon Compton, Cassandra Sharp, Bill Walter

27. Adjourn

The meeting adjourned at 07:47 PM.



Agenda Item # 2023-1936

Proposed rezoning of 11.5 acres - Vanity Fair Rd.

MEETING DATE

November 7, 2023

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

City Staff has received an application for the rezoning of 11.5 acres along Vanity Fair Road, just west of the intersection of Glover Lane and Berryhill Road. The property is currently zoned Rural-Urban (R-U), and the owner is requesting a change to a Multi-Family Residential (R-3) zoning district. The property is currently vacant/wooded, and is surrounded by mostly commercial uses except for Hobbs Middle School adjacent to the south of this property.

SUMMARY

The Owner has expressed his desire to eventually develop the property into a multi-family townhouse complex, if the property is rezoned. This proposed use is prohibited within the R-U zoning district, but is allowed by right in the R-3 zoning district. Additionally, this property currently has a future land use designation of Multi-Family Residential. Staff has scheduled a public hearing to take place before the City Council on October 10th and November 7th to receive feedback in addition to any received at the Agenda Workshop, Executive Committee, or the Milton Planning Board meetings.

This item is the 2nd of two required public hearings that must be held prior to ordinance adoption.

RECOMMENDATION

Staff has provided the most current rezoning analysis document, and recommends review of the proposed rezoning. The Milton Planning Board unanimously recommended approval of this request on September 19th. The City Council unanimously moved this item forward to the Executive Committee at their agenda workshop meeting.

ATTACHMENTS

1. Vanity Fair Young Rezoning Ordinance 2023
2. Vanity Fair Rd Rezoning
3. Young Vanity Fair Rezoning Staff Analysis

ORDINANCE NO. 1993-23

AN ORDINANCE OF THE CITY OF MILTON, FLORIDA, REZONING ONE PROPERTY CONTAINING 11.58 ACRES OF LAND WITHIN THE CITY OF MILTON, FLORIDA, FURTHER DESCRIBED IN SECTION 1 HEREIN, FROM R-U, RURAL URBAN ZONING DISTRICT, TO THE R-3, MULTIPLE FAMILY RESIDENTIAL ZONING DISTRICT; AUTHORIZING A ZONING MAP AMENDMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council held public hearings occurring on October 10th, 2023 and November 7th, 2023 to consider the rezoning of the property described in Attachment A herein; and

WHEREAS, due public notice has been provided pursuant to Chapter 166, Florida Statutes, and Section 1.7 of the Milton Unified Development Code: and

WHEREAS, the City Council of the City of Milton, Florida, in exercise of its authority, finds it necessary and desirable to adopt and does hereby adopt the proposed zoning change, in order to encourage the most appropriate use of land, water and resources consistent with the public interest, and to deal effectively with future problems that may result from the use and development of land within the City of Milton as follows.

NOW THEREFORE BE IT ORDAINED BY THE City Council of the City of Milton, Florida as follows:

Section 1: Intent and Purpose.

That the Zoning District Classification upon the below property situated, lying, and being contained by the legal boundaries of the City of Milton as listed below and more particularly described in Attachment B:

PARCEL # 05-1N-28-0000-00102-0000

Is hereby changed from the R-U (Rural Urban) Zoning District to the R-3 (Multiple Family Residential) Zoning District.

Section 2: Zoning Map Series Amendment.

That the City of Milton Unified Development Code is hereby amended as set forth and incorporated herein by reference, and consists of a Zoning Map Series amendment, attached hereto as Attachment A.

Section 3: Severability.

If any part of this Ordinance shall be held invalid by a court of competent jurisdiction, the remaining parts shall be severable and shall continue in full force and effect.

Section 4: Copy on File.

An official, true, and correct copy of all elements of the Milton Unified Development Code, as adopted and amended from time to time, shall be maintained by the City Clerk or his or her designee.

Section 5: Effective Date.

This Ordinance shall take effect immediately upon passage and adoption by the City Council.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, The 7th day of November, 2023.

CITY OF MILTON, FLORIDA

Heather Lindsay - Mayor

ATTEST:

CITY CLERK

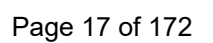
FIRST READING: _____,

SECOND READING: _____

Legal in form and valid when signed by the City Attorney

Alex Andrade – City Attorney

City of Milton Proposed Zoning Classification



ATTACHMENT B

PARCEL # 05-1N-28-0000-00102-0000

LEGAL DESCRIPTION:

THE EAST 935 FEET OF THE NORTH 645 FEET OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: COMMENCE AT A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES WEST ALONG THE EAST LINE OF SAID SECTION, 290.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES WEST 35.00 FEET TO AN IRON ROD IN THE WEST RIGHT OF WAY LINE OF A COUNTY ROAD (70' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90 DEGREES 00 MINUTES WEST 170.00 FEET TO AN IRON ROD; THENCE NORTH 00 DEGREES 00 MINUTES EAST 255.00 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF A COUNTY ROAD (70' R/W); THENCE NORTH 90 DEGREES 00 MINUTES EAST ALONG SAID RIGHT OF WAY LINE 159.81 FEET TO AN IRON ROD IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 184-A (70' R/W); THENCE ALONG SAID RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 70 DEGREES 20 MINUTES EAST A CHORD DISTANCE OF 10.82 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF A COUNTY ROAD (70'; R/W); THENCE SOUTH 00 DEGREES 00 MINUTES WEST ALONG SAID RIGHT OF WAY LINE 251.38 FEET TO THE POINT OF BEGINNING, ALSO LESS AND EXCEPT ANY PORTION LYING WITHIN ANY PUBLIC ROADS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

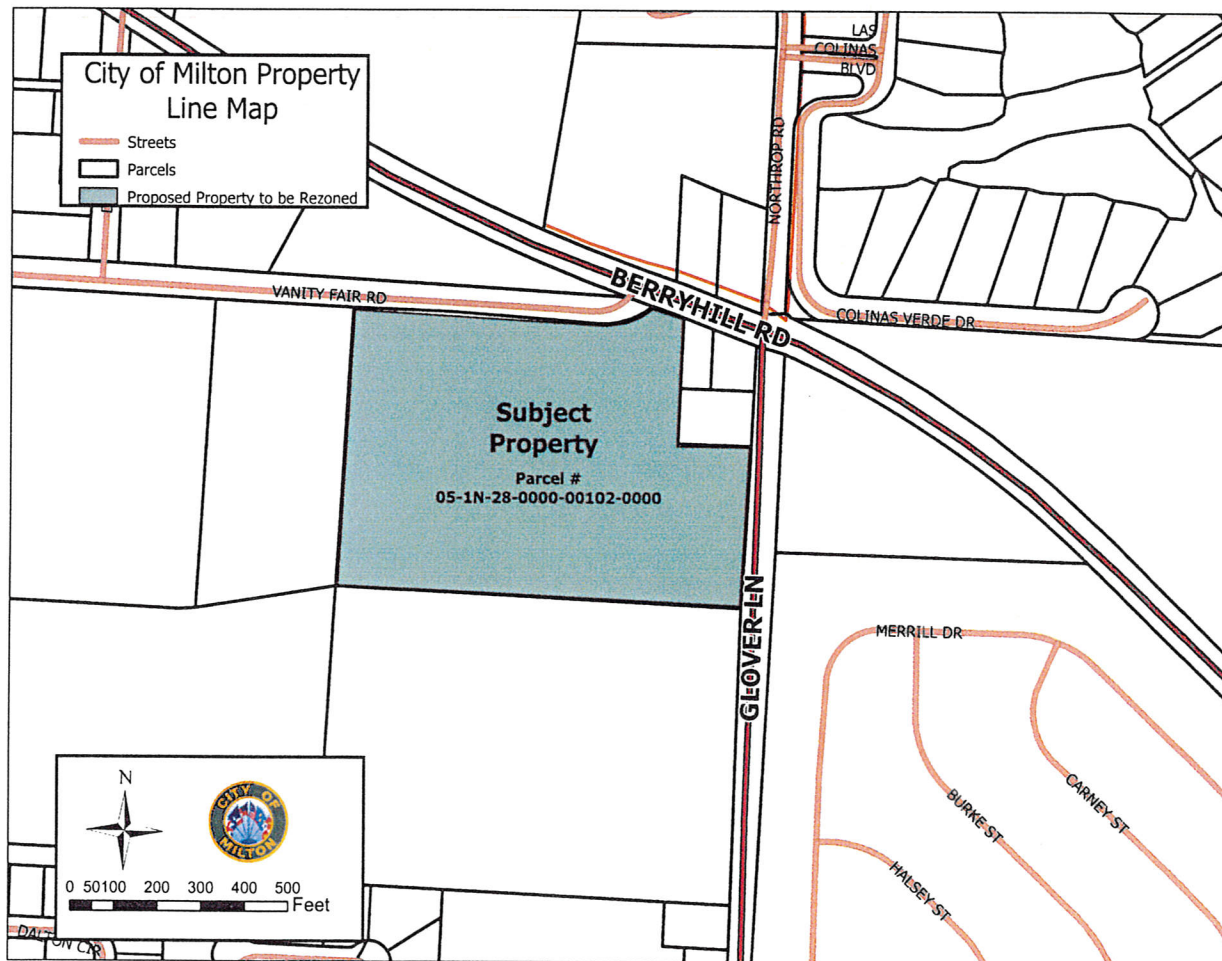
COMMENCE AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 290.00 FEET; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 35.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GLOVER LANE (RIGHT OF WAY VARIES) AND THE POINT OF BEGINNING; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 355.01 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY GO SOUTH 89 DEGREES 58 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 895.21 FEET; THENCE GO NORTH 00 DEGREES 38 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 609.02 FEET TO THE SOUTHERLY RIGHT OF WAY OF VANITY FAIR ROAD (70' RIGHT OF WAY); THENCE GO NORTH 89 DEGREES 55 MINUTES 45 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 731.91 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE GO SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 254.85 FEET; THENCE GO NORTH 89 DEGREES 59 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 169.46 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 11.58 ACRES, MORE OR LESS.

PUBLIC HEARING NOTICE NOTICE OF PROPERTY REZONING

This letter serves as notice that Roy Andrews, authorized agent of the subject property shown below, proposes to change the zoning classification of the property that is otherwise known as Parcel Number 05-1N-28-0000-00102-0000.

This property is shown on the map below, and has an area of 11.58 acres. The purpose of this request is to change the zoning classification from R-U to R-3 zoning for the purposes of constructing a multi-family residential housing facility. No change to the current future land use designation of Multi-Family is proposed.



YOU ARE HEREBY NOTIFIED that a Public Hearing on the proposed rezoning will be held before the City Council on **Tuesday, October 10, 2023 at 5:30 P.M.** The purpose of the Public Hearing is to receive comments and make decisions regarding the above matter. Additionally, the City Council will also review the proposal on September 21, 2023 and October 2, 2023. The Milton Planning Board will also review this request on September 19, 2023. All meetings will start at 5:30 P.M. in the Council Chambers at Milton City Hall, and the public is invited to attend and provide input at all meetings.

Copies of the proposed ordinance and supporting data are available for public inspection at the Planning & Development Department, City Hall, 6738 Dixon Street, Milton, Florida from 7:30 a.m. to 4:30 p.m., Monday through Friday. For additional information about this request, please refer to the below website: <https://www.miltonfl.org/420/Public-Hearing-Information>

APPLICATION FOR REZONING

REZONING REQUEST: _____

APPLICATION DATE: 8/17/23

THE UNDERSIGNED APPLICANT REQUESTS THAT THE **ZONING MAP AND/OR GENERALIZED LAND USE MAP** BE AMENDED TO REZONE THE PROPERTY DESCRIBED BELOW FROM ITS PRESENT ZONING CLASSIFICATION OF RU TO A NEW ZONING CLASSIFICATION OF R3.

1. PROPERTY ADDRESS TO BE REZONED: Vanity Fair Road, Milton, FL 32570
2. PROPERTY LEGAL DESCRIPTION TO BE REZONED: See Attached
3. PRESENT USE OF PROPERTY: Vacant
4. PROPOSED USE OF PROPERTY: Townhomes or Multi-Family
5. ATTACH A MAP OF THE PROPERTY TO BE REZONED SHOWING EXACT DIMENSIONS, ABUTTING STREETS AND OTHER PERTINENT INFORMATION.
6. EXPLAIN WHY THIS PROPERTY CANNOT BE USED UNDER 11-IE PRESENT ZONING CLASSIFICATION:
RU does not allow Townhomes or Multi-Family
7. EXPLAIN WHY THE REZONING IS NECESSARY TO PERMIT THE REASONABLE USE OF THIS PROPERTY:
The Highest and best use of this property is Multi-Family. The Future Land Use Map designation is Multi-Family.
8. EXPLAIN WHY THIS ZONING CHANGE IS NOT DETRIMENTAL TO THE PUBLIC WELFARE NOR TO THE PROPERTY RIGHTS OF OTHER PERSONS IN THE VICINITY: Property in the vicinity is zoned Commercial or Multi-Family. The Future Land Use Map designation is Multi-Family
9. WHAT CHANGED OR CHANGING CONDITIONS MAKE THIS ZONING AMENDMENT NECESSARY:
The increased need for affordable housing.
10. WHAT OTHER CONDITIONS JUSTIFY THE PROPERTY ZONING CHANGE:
Compatibility with the surrounding property and future land use map compliance.

IF A PUBLIC HEARING IS HELD BY THE CITY COUNCIL ON THIS REQUEST, IT IS THE RESPONSIBILITY OF THE APPLICANT TO PAY TO NOTIFY BY CERTIFIED MAIL ALL OWNERS OF PROPERTY WITHIN 500 FEET OF THE PROPERTY UNDER CONSIDERATION FOR REZONING. SUCH NOTIFICATION SHALL BE MADE AT LEAST FIFTEEN (15) DAYS PRIOR TO THE PUBLIC HEARING(S) AND SHALL INCLUDE: THE ADDRESS AND LEGAL DESCRIPTION OF THE PROPERTY UNDER CONSIDERATION; THE PROPOSED ZONING CLASSIFICATION OF THE PROPERTY, AND THE TIME, DATE AND LOCATION OF THE PUBLIC HEARING(S).

I CERTIFY THAT I AM THE OWNER OR LEGALLY AUTHORIZED AGENT FOR ALL PROPERTY PROPOSED TO BE REZONED BY THIS REQUEST, AND THAT I WILL BE ABLE TO VERIFY SUCH AUTHORITY UPON REQUEST. I FURTHER CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

APPLICANT: Roy V. Andrews RYA@LAL-Law.com
5218 Willing Street Milton, FL 32570 850.623.3200
ADDRESS CITY STATE ZIP TELEPHONE #

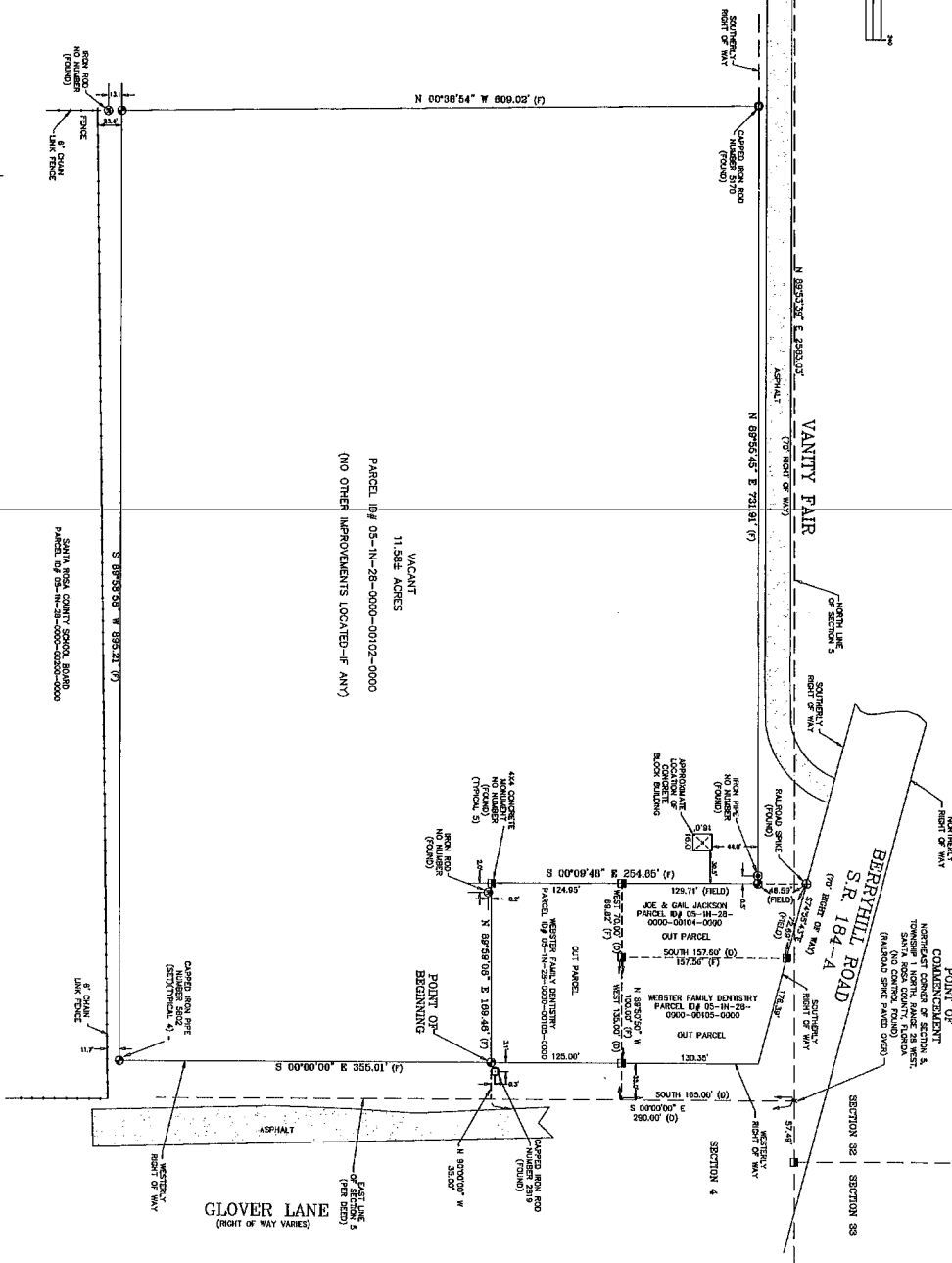
OWNER (IF OTHER THAN APPLICANT):
Jim Young, Black & Young, LLC
6005 Ilentown Road, Milton, FL 32570
ADDRESS CITY STATE ZIP TELEPHONE #

=====OFFICIAL
ACTION:

PLANNING BOARD: DATE: _____ ACTION: _____

CITY COUNSEL: DATE: _____ ACTION: _____

BEING A PORTION OF SECTION 5,
TOWNSHIP 1 NORTH, RANGE 28 WEST
SANTA ROSA COUNTY, FLORIDA



- [illegible]

LEGEND:
F - DENOTES FIELD

[illegible]

SURVEYOR'S CERTIFICATE:

DATE: _____

CHARLES E. MARTIN
PROFESSIONAL LAND SURVEYORS
AND MAPPERS NUMBER 3463

CORP. NO. 5802

CORP. NO. 5802

Requested By:

MR. JIM YOUNG

A BOUNDARY SURVEY BEING A PORTION OF
SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST,
SANTA ROSA COUNTY, FLORIDA

SOUTHERN SURVEYING, INC.
LAND SURVEYORS * LAND PLANNERS

8247 EAST BAY BOULEVARD UNIT "B" PHONE: (850) 939-4299
 NAVARRE, FLORIDA 32566 FAX NUMBER (850) 939-1960

DESCRIPTION: (O.R. BOOK 2691, PAGE 1289)

THE EAST 935 FEET OF THE NORTH 645 FEET OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: COMMENCE AT A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES WEST ALONG THE EAST LINE OF SAID SECTION, 290.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES WEST 35.00 FEET TO AN IRON ROD IN THE WEST RIGHT OF WAY LINE OF A COUNTY ROAD (70' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90 DEGREES 00 MINUTES WEST 170.00 FEET TO AN IRON ROD; THENCE NORTH 00 DEGREES 00 MINUTES EAST 255.00 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF A COUNTY ROAD (70' R/W); THENCE NORTH 90 DEGREES 00 MINUTES EAST ALONG SAID RIGHT O WAY LINE 159.81 FEET TO AN IRON ROD IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 184-A (70' R/W); THENCE ALONG SAID RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 70 DEGREES 20 MINUTES EAST A CHORD DISTANCE OF 10.82 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF A COUNTY ROAD (70' R/W); THENCE SOUTH 00 DEGREES 00 MINUTES WEST ALONG SAID RIGHT OF WAY LINE 251.36 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPT ANY PORTION LYING WITHIN ANY PUBLIC ROADS.

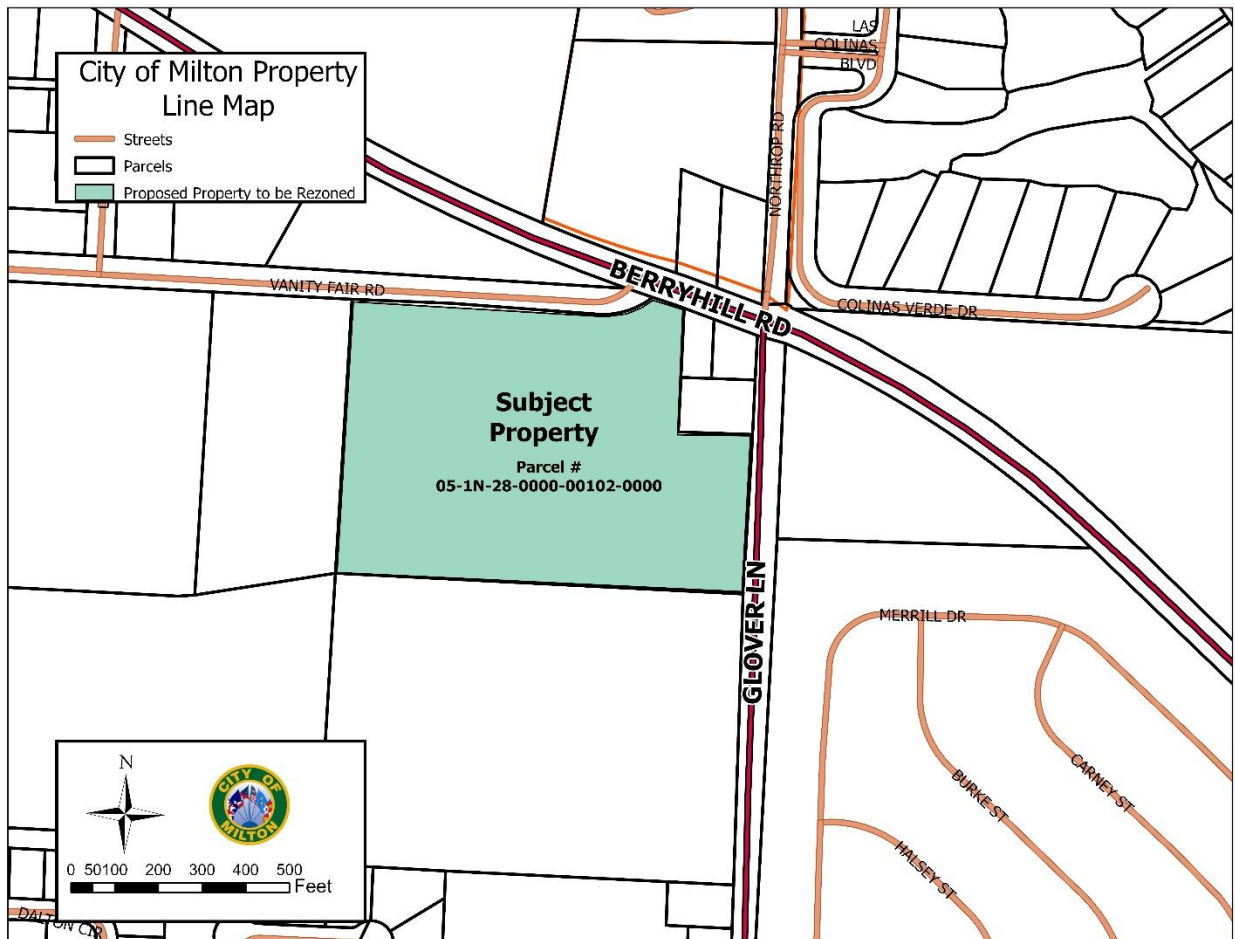
Vanity Fair Road Rezoning Request

Data & Analysis

(a) The city planning board is hereby designated as the local planning agency.

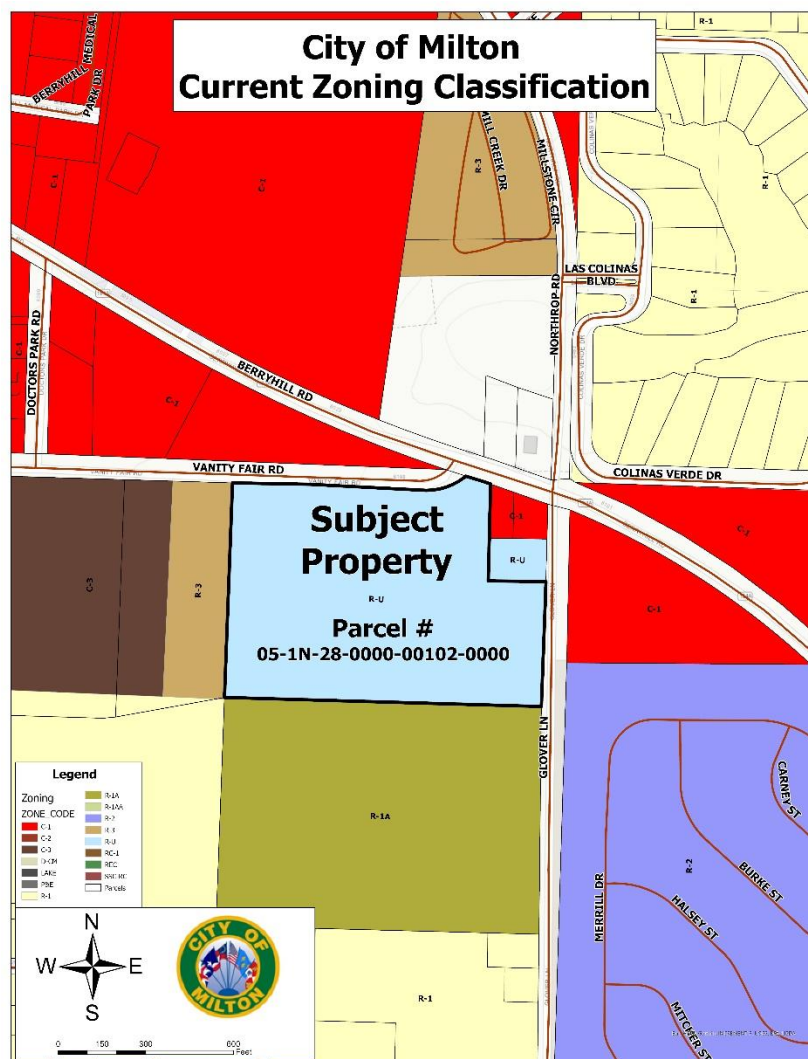
The planning board as established under part II, section 2-521 of the City of Milton Code of Ordinances, shall be responsible for review and recommendations regarding the development, updating and amendment of the comprehensive plan and these Land Development Regulations. All plan amendments and revised regulations shall require planning board review and recommendation prior to council approval.

PROPERTY LOCATION:

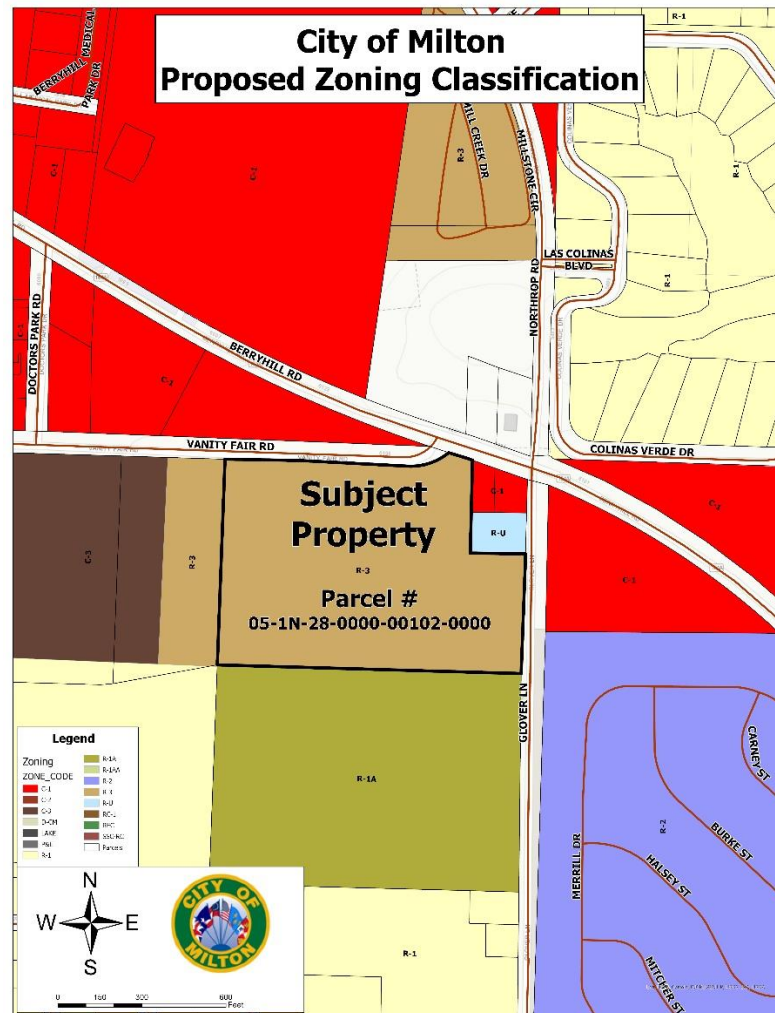


EXPLAIN WHY THE REZONING IS NECESSARY TO PERMIT THE REASONABLE USE OF THE PROPERTY/
WHAT PROMPTED THE REQUEST: According to the City of Milton's Unified Development Code, properties within the R-U Rural Urban Zoning District are not permitted to be used for multi-family residential purposes. The owner has proposed to construct multi-family townhouses if the rezoning is approved. The maximum density allowed within the R-3 zoning district is 15 units per acre. Within the R-3 Multi Family Residential Zoning District, multi-family developments are permitted, and the R-3 Zoning District allows for greater density of dwelling units, as typically seen in multi-residential developments such as the one proposed. The minimum allowable unit size allowed in the R-3 zoning district is 750 square feet for multi-family dwellings and 900 square feet for townhomes.

CURRENT ZONING:



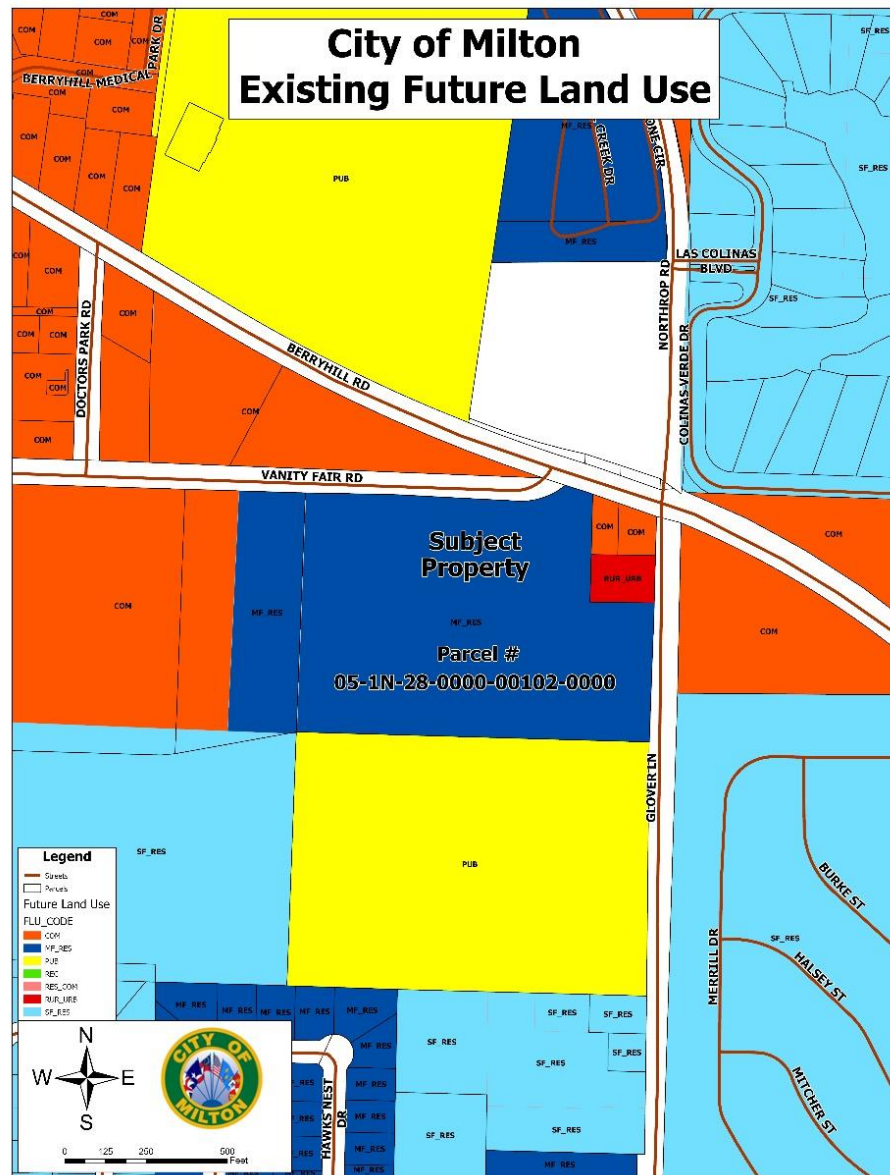
PROPOSED ZONING:



UTILITY SERVICE: The property in question is already serviced by City of Milton utilities, and the City of Milton has adequate capacity to service any increase in utility demand, if applicable.

The applicant has initiated the process to reclassify property from the R-U to the R-3 Zoning District. This change DOES NOT REQUIRE a change in the future land use designation of Multi-Family residential. Additionally, the UDC states that a change in use, which potentially increases intensity, such as is the case here, requires Ordinance standards to be met for items such as Landscaping and Screening from neighboring properties, which in this instance consist of C-1 zoning to the north and east, R-1A (Hobbs Middle School) zoning to the south, and R-3 zoning to the west.

EXISTING FUTURE LAND USE MAP



TRAFFIC: This property is served by Vanity Fair Road and Berryhill Road to the north, and Glover Lane to the east. Presently, according to the Florida Department of Transportation (FDOT), there are approximately 11,000 passenger vehicles driving past this site on Berryhill Road each day. FDOT does not measure traffic counts on Glover Lane, or on local streets such as Vanity Fair Rd.

LIGHTING: Current City regulations require that lighting may not exceed 1 foot candle at any lot line. 1 foot candle is generally considered to be approximately the minimum amount of light necessary for an

individual to safely walk without the hazard of tripping over anything or colliding with something. This standard must be met as a part of the development review process.

SOUND: The applicant will be required to establish required landscaping buffers on all sides to minimize sound effects on the adjacent properties. Existing landscaping on the property can be incorporated and utilized as part of the landscaping buffer.

Current Zoning Sec. 6.4 (A.1) – Rural Urban district (R-U)

The R-U Rural Urban District is a less restrictive district intended to provide for a reasonable and mixed-use of property while keeping with the surrounding area and nearby character and preventing blighted conditions to proliferate. This district is intended for those areas where development patterns are unclear and seeks to provide flexibility for a variety of uses and dimensional standards.

Allowable uses in the R-U zoning district. Allowable uses include, but are not limited to manufactured homes and manufactured home parks, agricultural uses, campground/rv park, cultural facilities, single and two family dwellings, schools, farmers markets, and medical/dental offices.

Proposed Zoning Sec. 6.2 (A.6). – Multi-Family Residential Zoning District (R-3).

The R-3 Multi-Family Residential Zoning District is intended to provide for an environment of various dwelling types permitted at higher development densities, including single-family detached and attached, two-family, townhouse, condominium, and low to mid-rise multi-family dwellings. Neighborhood commercial, live-work units, and light intensity commercial uses and services are encouraged. Furthermore, the District is intended to provide areas where a variety of housing types will exist with and among neighborhood commercial and institutional uses while at the same time creating a dominant architectural character and emphasizing pedestrian oriented activities and ease of access.

Allowable uses in the R-3 zoning district. Allowable uses include, but are not limited to assisted living facilities, boarding houses, day care centers, apartments, townhomes, condominiums, single and two family dwellings, group homes, medical/dental offices, neighborhood markets, nursing/convalescent homes and general office uses.

Please review the following:

Initiate rezoning – if the City Council believes a property is not properly zoned it can initiate rezoning to a more appropriate, comprehensive plan compliant district. While most rezonings are requested by property owners, the city has the right to initiate rezonings in order to meet a specific community or neighborhood goal. The proposed district (R-3) intends to, amongst other things, provide for an environment of various dwelling types permitted at higher development densities, including single-family detached and attached, two-family, townhouse, condominium, and low to mid-rise multi-family dwellings. When a zoning district is changed some uses may no longer be permitted under the new regulations.

Remember that the basis in the law for Land Development Codes and Zoning is a unit of government's Comprehensive Plan and any other adopted plan that identifies land based development activities. This

proposed rezoning would complement the future land use designation of Multi-Family Residential currently in place for this property.

Sec. 1.7. – Amendments, supplements, changes, or revisions to this Unified Development Code

(a) Any person, planning agency, or local governing body may request an amendment, supplement, change or repeal of any regulation, or restriction contained in these regulations. Applications for such change shall be submitted to the planning and development department, which shall transmit the application to the local planning agency for review.

(b) Any revision to a zoning district boundary which does not alter the boundary of a land use district shown on the generalized future land use map, shall be considered a rezoning and shall follow the same procedure for public notice and hearing as required for amendments, supplements, changes or revisions to these Land Development Regulations. Such rezoning shall not require a comprehensive plan amendment. Further, notice of the proposed rezoning shall be posted on the subject property at least 15 days in advance of the scheduled hearing.

(c) Any application for a change of boundary or land use classification as depicted on the future land use map shall constitute a comprehensive plan amendment which must be recommended by the local planning agency and approved by the city council. The local planning agency will review each application and make its recommendation to the city council no later than 90 days after submission of the application. Upon all requests, the local planning agency shall either recommend to the city council that a public hearing be held and the plan amendment approved, or that no public hearing be held and the amendment denied.

(d) Requirements regarding comprehensive plan amendments contained in F.S. ch. 163 shall be met.

(e) Any application for an amendment, supplement, change, modification or repeal of the content of these regulations shall follow the same procedure described in subsections (a) through (d) of this section, as applicable. Notice shall be by publication in the local newspaper and posting in city hall. Nothing in this section shall be construed as to allow changes to the Unified Development Code, which are not consistent with the adopted comprehensive plan.

RECOMMENDATION: After review of the request, staff feels that this proposal is consistent with the City's Comprehensive Plan. This proposed rezoning would bring the property into further compliance with the city's future land use map, and would provide further clarity to the development future of this area where development patterns are currently unclear. Staff also feels that some of the uses allowed by right in the current R-U zoning district would not be best suited for this area of the City. Due to its more-intensive use, the applicant will be required to meet the City's landscaping, and buffer requirements intended to insulate any noise or other sensory intrusions from affecting neighboring properties. FL State Statute 166.041 requires a local government hold two public hearings before adopting an ordinance involving the rezoning of a parcel that is greater than 10 acres in size. If the Council should decide to move forward with the rezoning request, a second public hearing would be scheduled for the regular City Council meeting in November.



Agenda Item # 2023-1951

General Consent Agenda

MEETING DATE

November 7, 2023

PREPARED BY

Molly Turnes, Executive
Assistant / Interim City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

ATTACHMENTS

None



Agenda Item # 2023-1938

SEPA: St. Mary's Winterfest 2023 (12/01 and 12/02/2023)

MEETING DATE

November 7, 2023

PREPARED BY

Jay Conrad, Events Coordinator

BACKGROUND

This event is the annual Winterfest event for St. Mary's Episcopal Church. Winterfest is a holiday market event where numerous vendors set up booths in the church's lawn and along the section of Oak Street near their building.

The event will take place primarily on the church's property. The event organizers are asking for permission to close Oak St. between Escambia and Santa Rosa St. directly in front of their building. Aside from the use of the road closure barricades, no other city resources have been requested.

Road Closure Barricades - \$100.00

SUMMARY

Council voted unanimously 7-0 to move this item to the October 30, 2023 Executive Committee meeting.

RECOMMENDATION

Staff recommends approval of this event.

ATTACHMENTS

1. SEPA - St. Mary's Winterfest 2023



Special Event Permit Application

City of Milton

6738 Dixon Street, Milton FL, 32570

850-983-5400 pio@miltonfl.org

Instructions:

To process this application all applicable pages must be filled out completely and submitted to the city. Pages 1-6 are mandatory with every application. If you are requesting support and/ or sponsorship for your event, the City of Milton Outside Agency Funding Application is required in addition to this application. For questions about requirements, fees or the application process contact the Administration Department at City Hall.

Applicant & Event Organizer Information

☐ Individual ☒ Not-for Profit ☐ For-Profit ☐ Charity
☐ Other: _____

Name of Organization: St. Mary's Episcopal Church

Address: 6849 Oak Street City: Milton, Florida

Phone: 850.623.2905 Email: stmarysmiltonflorida@gmail.com

Event POC: Caroline Thompson or Candy McGuyre

Phone: 850.572.6130 or 850.525.4685 Email: cthompson57@gmail.com or candymcguyre@gmail.com

Event Information

☐ Concert ☐ Park Festival ☐ Street Festival ☐ Parade/ Procession
☐ Run/ Walk ☐ Sporting Event ☒ Sale/ Market ☐ Private Event/ Wedding
☐ Other _____

Event Name: St. Mary's Episcopal Church Winterfest (Arts and Crafts Event, church tours)

Event website/ Event Page: <https://www.facebook.com/events/919653888713543/>

Event Location: 6850 Oak Street Event Date(s) Dec. 1 and 2 2023

Time of Event: Day 1 11 a.m. to 6 p.m. (Day 2 - Optional) Dec. 8 and 9

Setup Date & Time: Nov Dec. 1 at 8 a.m. Teardown Date & Time: Dec. 2 at 2 p.m.

Estimated Attendance: 500 + Is the Event Free to attend? ☒ YES ☐ NO

Special Event Questionnaire

Below are questions about the event. Please answer all questions and attach additional documents, if necessary, to the application.

Will a City park be utilized?	(page 3)	☐ YES	☒ NO
Will equipment from the City of Milton be needed?	(page 3)	☒ YES	☐ NO
Will you need the City's Stage?	(page 3)	☐ YES	☒ NO
Will there be amplified sound?	(page 4)	☐ YES	☒ NO
Will you need the City's portable restroom?	(page 3)	☐ YES	☒ NO
Will tents larger than 10'x10' be erected?	(page 4)	☐ YES	☒ NO
Will inflatable bounce houses be erected?	(page 4)	☐ YES	☒ NO
Will you be using water slides?	(page 4)	☐ YES	☒ NO
Will you need City Dumpsters/ Trashcans?	(page 3)	☐ YES	☒ NO
Will there be fireworks?	(page 4)	☐ YES	☒ NO
Will vendors be selling merchandise, food, or wares?	(page 4)	☒ YES	☐ NO
Will food be cooked at the event?	(page 4)	☒ YES	☐ NO
Will alcohol be sold or given away at this event?	(page 4)	☐ YES	☒ NO
Will animals/ pets be allowed at the event?	(page 4)	☒ YES	☐ NO
Will you be using State or County Roads?	(page 4)	☒ YES	☐ NO
Will temporary No Parking Signs be utilized?	(page 4)	☐ YES	☒ NO
Will EMT be on site?	(page 3)	☐ YES	☒ NO
Will you need security?	(page 3)	☐ YES	☒ NO
Will you require power on-site?	(page 3)	☐ YES	☒ NO
Will you require water on-site?	(page 3)	☐ YES	☒ NO

If you have answered YES to any of these questions, please see page 3-4 and select the items you request to use.

Do you have a Marketing Plan and if so, how will you notify surrounding businesses/ residents of your event? Yes. Digital and print ad buy through Pensacola News Journal: press releases to all local media (print, digital, radio and TV) beginning in late September; inclusion in Santa Rosa County Chamber of commerce newsletter and events page; publicizing through Episcopal diocese; Facebook event page; routine posts on events page and shares on St. Mary's main page; in November median signs placed in public areas, neighborhoods, etc.

Have you prepared a to scale event map/ layout that meets all ADA parking and access requirements?
☒ YES ☐ NO

City Fee Sheet

(City Fees are the fixed cost for the use of its facilities, licenses, insurance, parks, equipment, etc.)

Location(s)/ Facility used at event:

- | | | |
|---|-------|---|
| ☐ North Riverwalk | \$150 | ☐ North Willing Street |
| ☐ South Riverwalk | \$150 | ☐ South Willing Street |
| ☐ Entire Riverwalk | \$250 | ☐ North Elmira Street |
| ☐ N Riverwalk Gazebo | \$50 | ☐ South Elmira Street |
| ☐ S Riverwalk Pavilion | \$50 | ☐ Imogene Parking Lot |

Jernigan's Landing — ~~(Downtown event location for the City of Milton. Select all applicable)~~

- | | | | |
|---|-------|--|-------|
| ☐ Riverside | \$100 | ☐ Festival Area | \$150 |
| ☐ Other: <u>Oak Street from Santa Rosa to Escambia</u> | | | |

Requested Items:

QTY

QTY

- | | | | |
|---|------------------------|--|-------------------------|
| ☐ Portable Restroom | \$250(np only) | ☐ Portable Restroom | \$350(np only) |
| (at Jernigan's landing) | | (at alternate location) | |
| ☐ City Stage 14'x28' | \$350(np only) | ☐ City Movie System | \$250(np only) |
| ☐ Live Music Licensing *** | \$200 | ☐ Movie Licensing *** | \$(at cost)(np only) |
| ☒ Barricades | \$100 per <u>2</u> | ☐ Cones | \$10 per <u> </u> |
| ☐ City Garbage Cans | \$10 per <u> </u> | ☐ Dumpster | \$50 per <u> </u> |
| ☐ City Tent (40'x40') | \$500(np only) | ☐ Variable Message Sign | \$250 per <u> </u> |
| ☐ Large Generator | \$250 | ☐ Small Generator | \$100 |
| ☐ Generator power distro | \$100 | ☐ Hose-bid water distro | \$100 |
| ☐ City Hydrant tap fee | \$50 + meter rate | ☐ Electrical Activation | \$75 + meter rate |

Packages: These are requested items that come as a package.

- | | |
|---|---------------------|
| ☐ Parade Package (including Police, Public Works, Planning, signage & street closures) | \$1,000(np only)*** |
| ☐ Parade Package ("") For Profit Organization | \$2500 |

(Parade package requires event organizers to complete all necessary documents, schedule pre & post event meetings with city staff, provide a detailed map of the starting point, route, and end point, provide alternate dates, provide certificate of insurance for the event, and written approval for use from all parties in which the event will take place.)

Parades that utilize a state road will require a FDOT permit for use and can take months to receive.

*Published music, movies, and other electronic art forms are protected by US Copyright and Trademark laws. Unauthorized use of copyrighted work is illegal. **Must be free event, open to the public and located within the City Limits to access the City's ASCAP, BMI and SESAC License. *** np only stands for Non-profits only.

Ordinances & Special Requests

Tourism District and Downtown Milton Special Requests:

NOTE: Tourism District Special Request Applications must be received by the city sixty (60) days prior to the event. Events with Alcohol must submit ninety (90) days prior to the event.

I hereby request waiver of the following ordinances: **(only available in the Tourism District)**

- ☐ ~~Open Container Ordinance (Section 6-27)~~
- ☐ ~~Noise Ordinance (LDR Section III-5.16)~~
- ☐ ~~Animal Control Ordinance (Section 4-37(b))~~
- ☐ ~~And/or other Ordinance _____~~

~~I hereby request the following regarding the Blackwater River:~~

- ☐ ~~Activate Boating Restricted Areas~~
- ☐ ~~Activate 24-hour docking at the Riverwalk~~

~~I hereby request the use of Fireworks in the City of Milton:~~

- ☐ ~~By selecting this box, you must complete the City of Milton Fireworks Display Permit Application~~

~~*note—Fireworks are subject to approval by the City Fire Chief and must be done by a licensed and insured pyrotechnics professional. Additional information will be provided.~~

Time Period from when these requests will take place:

From: _____ Date: _____ To: _____ Date: _____

I hereby request that vendors be allowed to sell their wares at the event. All vendors know they must abide by all federal, state, county, and local laws regarding resell, sell of their ware. All vendors have their applicable license's available if requested. City will not be held liable. ☒ YES ☐ NO

Will this event require Road Closures? ----- ☒ YES ☐ NO

Stewart Street requires a separate FDOT application. A scheduled meeting with the Planning Department is required for a State Road Closure. Ensure you have your date/ time confirmed prior to submitting your information. The City will assist.

If so, please list street names:

1. Oak Street---the length between Santa Rosa and Escambia streets

Is this an annual Event? ☒ YES ☐ NO

If YES, list the date(s) requested for next year. Please note that requesting the date(s) on this application does not guarantee a hold or act as a confirmation of the requested date(s).

Requested event date(s): Dec. 1 and 2 Alternative Date(s): Dec. 8 and 9

Additional Documents Required with Application

All events require an Event Site Map and copy of Insurance Certificate's 10 days prior. Below are additional documents that may be required to be submitted with the application. Application will be considered incomplete without these documents.

For additional information on what is required please contact the Administrative Office at City Hall.

☒ Event Site Map ☐ Event Race Route Map ☐ Parade Route & Alternate

Event organizers must provide a site map with vendor locations, portable restrooms, run/ walk route, etc. at the time this application is submitted. A detailed listing of all services is required for public awareness & safety.

☒ Insurance Certificate(s) ☐ Fireworks Application ☐ Other (any other agency)

☒ Tax Exempt Certificate and 501(c)3 Documentation *(if the entity is claiming tax exempt and/ or non-profit status)*

Rules & Regulations

Application Dates:

- The permit application process should begin at least 60 days prior to the event date. 90 days if alcohol is to be sold or given away. Parade application process should allow 6 months.
- Once all documents have been submitted, City Staff will schedule a meeting to review all information and ensure event organizers have met all requirements. Staff will at this time develop an Agenda Analysis for Councils review. Council will be informed during the Committee of the Whole meeting. This meeting takes place the third Thursday of every month.
- Each event will require Council's approval and organizers should attend *(if requesting support)*.

Cancellation Policy:

- Event application fees are non-refundable if the event is cancelled by the applicant.
- Although event application fees are non-refundable, if an event is cancelled due to inclement weather, the fee may be credited towards an alternate date. Event Organizers must inform the Office of Economic Development when cancelling any event. An alternate date must take place within one year of the original event date.

ADA Accessibility Guidelines:

- Event Organizers must make the event accessible to people with disabilities to the greater extent possible in compliance with the requirements of the American with Disabilities Act (ADA).
- Accessible parking must also be provided for persons with Disabilities. Information regarding accessible parking locations should be included as part of the event site map.

Clean-Up:

- It is understood that clean-up will be performed immediately following the event. Event site must be returned to its pre-event state. Failure to adequately clean-up event site may result in a

fee. Adequacy of clean-up will be assessed by City of Milton Code Enforcement.

Hold Harmless Agreement

For and in consideration of having been granted permission by the City of Milton to hold a Special Event within the City of Milton limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the City of Milton, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

The undersigned also agrees to protect and hold harmless the City of Milton, its subsidiaries, or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 27 day of June in 2022

Name of Special Event St. Mary's Episcopal Church Winterfest (Arts and Crafts Event, church tours)

Date(s) of Special Event Dec. 1 and 2 2023

Name of Organization St. Mary's Episcopal Church

Event Organizers Names: Caroline Thompson, Mimi Hamilton, Candy McGuyre

Address of Organization 6849 Oak Street, Milton, Florida, 32570

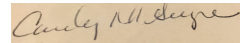
Phone Number 850.623.2905

Email stmarysmiltonflorida@gmail.com

Printed Name

Candy McGuyre

Signature



Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____



Agenda Item # 2023-2025

SEPA: DoNot Stop 5K

MEETING DATE

November 7, 2023

PREPARED BY

Jay Conrad, Events Coordinator

BACKGROUND

This is a new 5k race event that is tentatively scheduled to take place on Sunday, March 31. The run is expected to take place between 8:00 AM and 10:00 AM, with setup beginning at 5:00 AM and cleanup concluding by 1:00 PM.

The event organizer, Bodies Race Company, is a national company based in Greenwood, Missouri that organizes hundreds of 5k, 10k, and 15k races all across the country each year. They have been interested in expanding their races to the Florida Panhandle area for some time and have expressed an interest in holding multiple races in our area. BRC has submitted applications for 4 races with us next year. BRC's sister company (Run Different) has also submitted two additional applications for races using the same route. Their hope is to do 5 or six races annually in Milton to help promote active and healthy lifestyles and bring fun, family-oriented fitness to our area. Based on the interest level of participants, BRC is interested in holding 10k and 15k races in our area as well.

After working with BRC's representative on potential course routes, BRC settled on using the established route that we developed for the Coming Clean 5k, the Glow Run, and the Color Run, with some minor changes.

The event organizer has requested use of the following city properties for this event:

1. Entire Riverwalk (North, South, Gazebo, and Pavilion) - \$250
2. South Willing St.

They have not requested the use of any additional city resources for their event.

SUMMARY

Council voted unanimously 7-0 to move this item to the October 30, 2023 Executive Committee meeting.

RECOMMENDATION

Staff recommends approval of this event.

ATTACHMENTS

1. SEPA - DoNot Stop 5k



Special Event Permit Application

City of Milton

6738 Dixon Street, Milton FL, 32570

850-983-5400 pio@miltonfl.org

Instructions:

To process this application all applicable pages must be filled out completely and submitted to the city. Pages 1-6 are mandatory with every application. If you are requesting support and/ or sponsorship for your event, the City of Milton Outside Agency Funding Application is required in addition to this application. For questions about requirements, fees or the application process contact the Administration Department at City Hall.

Applicant & Event Organizer Information

☐ Individual

☐ Not-for Profit

☒ For-Profit

☐ Charity

☐ Other: _____

Name of Organization: Bodies Race Company

Address: 32808 Stringtown Rd. City: Greenwood, MO 32808

Phone: _____ Email: _____

Event POC: Michael Reinoehl

Phone: (817) 863-5333 Email: m.reinoehl14@gmail.com

Event Information

☐ Concert

☐ Park Festival

☐ Street Festival

☐ Parade/ Procession

☒ Run/ Walk

☐ Sporting Event

☐ Sale/ Market

☐ Private Event/ Wedding

☐ Other _____

Event Name: DoNot Stop 5K

Event website/ Event Page: _____

Event Location: Riverwalk South Event Date(s) 03/31/24 to 03/31/24

Time of Event: Day 1 8am to 10am (Day 2 - Optional) _____ to _____

Setup Date & Time: 03/31/24 at 5am-8am Teardown Date & Time: 03/31/24 at 11am - 1pm

Estimated Attendance: Approx. 100-200 Is the Event Free to attend? ☐ YES ☒ NO

Special Event Questionnaire

Below are questions about the event. Please answer all questions and attach additional documents, if necessary, to the application.

Will a City park be utilized?	(page 3)	☒ YES	☐ NO
Will equipment from the City of Milton be needed?	(page 3)	☐ YES	☒ NO
Will you need the City's Stage?	(page 3)	☐ YES	☒ NO
Will there be amplified sound?	(page 4)	☐ YES	☒ NO
Will you need the City's portable restroom?	(page 3)	☐ YES	☒ NO
Will tents larger than 10'x10' be erected?	(page 4)	☐ YES	☒ NO
Will inflatable bounce houses be erected?	(page 4)	☐ YES	☒ NO
Will you be using water slides?	(page 4)	☐ YES	☒ NO
Will you need City Dumpsters/ Trashcans?	(page 3)	☐ YES	☒ NO
Will there be fireworks?	(page 4)	☐ YES	☒ NO
Will vendors be selling merchandise, food, or wares?	(page 4)	☐ YES	☒ NO
Will food be cooked at the event?	(page 4)	☐ YES	☒ NO
Will alcohol be sold or given away at this event?	(page 4)	☐ YES	☒ NO
Will animals/ pets be allowed at the event?	(page 4)	☐ YES	☒ NO
Will you be using State or County Roads?	(page 4)	☐ YES	☒ NO
Will temporary No Parking Signs be utilized?	(page 4)	☐ YES	☒ NO
Will EMT be on site?	(page 3)	☐ YES	☒ NO
Will you need security?	(page 3)	☐ YES	☒ NO
Will you require power on-site?	(page 3)	☐ YES	☒ NO
Will you require water on-site?	(page 3)	☐ YES	☒ NO

If you have answered YES to any of these questions, please see page 3-4 and select the items you request to use.

Do you have a Marketing Plan and if so, how will you notify surrounding businesses/ residents of your event? _____

Have you prepared a to scale event map/ layout that meets all ADA parking and access requirements?

☒ YES ☐ NO

City Fee Sheet

(City Fees are the fixed cost for the use of its facilities, licenses, insurance, parks, equipment, etc.)

Location(s)/ Facility used at event:

- | | | |
|--|-------|--|
| ☐ North Riverwalk | \$150 | ☐ North Willing Street |
| ☐ South Riverwalk | \$150 | ☒ South Willing Street |
| ☐ Entire Riverwalk | \$250 | ☐ North Elmira Street |
| ☐ N Riverwalk Gazebo | \$50 | ☐ South Elmira Street |
| ☒ S Riverwalk Pavilion | \$50 | ☐ Imogene Parking Lot |

Jernigan's Landing (Downtown event location for the City of Milton. Select all applicable)

- | | | | |
|---------------------------------------|-------|--|-------|
| ☐ Riverside | \$100 | ☐ Festival Area | \$150 |
| ☐ Other: _____ | | | |

Requested Items:

QTY

QTY

- | | | | |
|---|-------------------|---|----------------------|
| ☐ Portable Restroom
(at Jernigan's landing) | \$250(np only) | ☐ Portable Restroom
(at alternate location) | \$350(np only) |
| ☐ City Stage 14'x28' | \$350(np only) | ☐ City Movie System | \$250(np only) |
| ☐ Live Music Licensing *** | \$200 | ☐ Movie Licensing *** | \$(at cost)(np only) |
| ☐ Barricades | \$100 per _____ | ☐ Cones | \$10 per _____ |
| ☐ City Garbage Cans | \$10 per _____ | ☐ Dumpster | \$50 per _____ |
| ☐ City Tent (40'x40') | \$500(np only) | ☐ Variable Message Sign | \$250 per _____ |
| ☐ Large Generator | \$250 | ☐ Small Generator | \$100 |
| ☐ Generator power distro | \$100 | ☐ Hose-bid water distro | \$100 |
| ☐ City Hydrant tap fee | \$50 + meter rate | ☐ Electrical Activation | \$75 + meter rate |

Packages: These are requested items that come as a package.

- | | |
|---|---------------------|
| ☐ Parade Package (including Police, Public Works, Planning, signage & street closures) | \$1,000(np only)*** |
| ☐ Parade Package ("") – For-Profit Organization | \$2500 |

(Parade package requires event organizers to complete all necessary documents, schedule pre & post event meetings with city staff, provide a detailed map of the starting point, route, and end point, provide alternate dates, provide certificate of insurance for the event, and written approval for use from all parties in which the event will take place.)

Parades that utilize a state road will require a FDOT permit for use and can take months to receive.

*Published music, movies, and other electronic art forms are protected by US Copyright and Trademark laws. Unauthorized use of copyrighted work is illegal. **Must be free event, open to the public and located within the City Limits to access the City's ASCAP, BMI and SESAC License. *** np only stands for Non-profits only.

Ordinances & Special Requests

Tourism District and Downtown Milton Special Requests:

NOTE: Tourism District Special Request Applications must be received by the city sixty (60) days prior to the event. Events with Alcohol must submit ninety (90) days prior to the event.

I hereby request waiver of the following ordinances: **(only available in the Tourism District)**

- ☐ Open Container Ordinance (Section 6-27)
- ☐ Noise Ordinance (LDR Section III-5.16)
- ☐ Animal Control Ordinance (Section 4-37(b))
- ☐ And/ or other Ordinance _____

I hereby request the following regarding the Blackwater River:

- ☐ Activate Boating Restricted Areas
- ☐ Activate 24-hour docking at the Riverwalk

I hereby request the use of Fireworks in the City of Milton:

- ☐ By selecting this box, you must complete the City of Milton Fireworks Display Permit Application

**note – Fireworks are subject to approval by the City Fire Chief and must be done by a licensed and insured pyrotechnics professional. Additional information will be provided.*

Time Period from when these requests will take place:

From: _____ Date: _____ To: _____ Date: _____

I hereby request that vendors be allowed to sell their wares at the event. All vendors know they must abide by all federal, state, county, and local laws regarding resell, sell of their ware. All vendors have their applicable license's available if requested. City will not be held liable. ☐ YES ☐ NO

Will this event require Road Closures? ----- ☐ YES ☐ NO

Stewart Street requires a separate FDOT application. A scheduled meeting with the Planning Department is required for a State Road Closure. Ensure you have your date/ time confirmed prior to submitting your information. The City will assist.

If so, please list street names:

- 1) _____ 2) _____
- 3) _____ 4) _____

Is this an annual Event? ☐ YES ☐ NO

If YES, list the date(s) requested for next year. Please note that requesting the date(s) on this application does not guarantee a hold or act as a confirmation of the requested date(s).

Requested event date(s): _____ Alternative Date(s): _____

Additional Documents Required with Application

All events require an Event Site Map and copy of Insurance Certificate's 10 days prior. Below are additional documents that may be required to be submitted with the application. Application will be considered incomplete without these documents.

For additional information on what is required please contact the Administrative Office at City Hall.

- ☒ **Event Site Map** ☒ **Event Race Route Map** ☐ **Parade Route & Alternate**

Event organizers must provide a site map with vendor locations, portable restrooms, run/ walk route, etc. at the time this application is submitted. A detailed listing of all services is required for public awareness & safety.

- ☒ **Insurance Certificate(s)** ☐ **Fireworks Application** ☐ **Other (any other agency)**

- ☐ **Tax Exempt Certificate and 501(c)3 Documentation** *(if the entity is claiming tax exempt and/ or non-profit status)*

Rules & Regulations

Application Dates:

- The permit application process should begin at least 60 days prior to the event date. 90 days if alcohol is to be sold or given away. Parade application process should allow 6 months.
- Once all documents have been submitted, City Staff will schedule a meeting to review all information and ensure event organizers have met all requirements. Staff will at this time develop an Agenda Analysis for Councils review. Council will be informed during the Committee of the Whole meeting. This meeting takes place the third Thursday of every month.
- Each event will require Council's approval and organizers should attend *(if requesting support)*.

Cancellation Policy:

- Event application fees are non-refundable if the event is cancelled by the applicant.
- Although event application fees are non-refundable, if an event is cancelled due to inclement weather, the fee may be credited towards an alternate date. Event Organizers must inform the Office of Economic Development when cancelling any event. An alternate date must take place within one year of the original event date.

ADA Accessibility Guidelines:

- Event Organizers must make the event accessible to people with disabilities to the greater extent possible in compliance with the requirements of the American with Disabilities Act (ADA).
- Accessible parking must also be provided for persons with Disabilities. Information regarding accessible parking locations should be included as part of the event site map.

Clean-Up:

- It is understood that clean-up will be performed immediately following the event. Event site must be returned to its pre-event state. Failure to adequately clean-up event site may result in a fee. Adequacy of clean-up will be assessed by City of Milton Code Enforcement.

Hold Harmless Agreement

For and in consideration of having been granted permission by the City of Milton to hold a Special Event within the City of Milton limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the City of Milton, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

The undersigned also agrees to protect and hold harmless the City of Milton, its subsidiaries, or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 12th day of October in 2023

Name of Special Event DoNot Stop 5K
Date(s) of Special Event 03/31/2024
Name of Organization Bodies Race Company
Event Organizers Name Michael Reinoehl
Address of Organization 32808 Stringtown Rd.
Phone Number (817) 863-5333
Email m.reinoehl4@gmail.com

Printed Name

Signature

Michael Reinoehl

Michael Reinoehl

Internal Signatures Required for Approval:		
Office of Economic Development: _____	Planning: _____	
Public Works: _____	Police: _____	Fire: _____



Agenda Item # 2023-1889

Bid Opening for RFP 2023.17 City of Milton Executive Search Firm (City Manager)

MEETING DATE

November 7, 2023

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

The City solicited proposals for an Executive Search Firm to hire a new City Manager. City manager has been hired.

SUMMARY

Bid Opening was held on 09/06/2023. 6 proposals were received.

Council unanimously voted 7-0, at the Agenda Workshop on October 19, 2023, to reject bids/proposals and move item to the Executive Committee meeting on October 30, 2023.

RECOMMENDATION

Recommend Council reject the bids/proposals received.

ATTACHMENTS

1. 2023.17 BID TAB



BID TABULATION

09/06/2023 2:00 p.m.

Present for the City of Milton:

Diane Ebentheuer
Michele Williams
Curtis Krebs
Joe Cook
Tony Tindell
Sandra Woodbery

Purchasing Officer
Purchasing Assistant
Chief Financial Officer
Public Works Director
City Manager-Interim
Grants Coordinator

Others in attendance:

None

Bid opening was held at 2:00 p.m. The purpose of the meeting was to receive bids for the following solicitation:

RFP 2023.17 City of Milton Executive Search Firm (City Manager)

1	Colin Baenziger & Associates	Proposal
2	Maven Workforce, Inc.	Proposal
3	Rehmann Robson, LLC	Proposal
4	S. Renee Narloch & Associates	Proposal
5	Sumter Local Govt Consulting	Proposal
6	Wolfcreek Consulting, Inc.	Proposal



Agenda Item # 2023-2024

Bid Opening for RFP 2023.08 Engineer Services Decommission of Wastewater Treatment Plant

MEETING DATE

November 7, 2023

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager, Joe Cook,
Public Works Director

BACKGROUND

The City solicited proposals for Engineering Services for Decommission of its current Wastewater Treatment Plant.

SUMMARY

The bid was posted in multiple locations on 08/31/2023. The State of Florida's Office of Supplier Diversity didn't post the bid on their site until 09/28/2023 which didn't allow enough time for the small, minority, and women businesses to participate. Bid opening was held 10/04/2023. One proposal was received.

RECOMMENDATION

Staff recommend rejecting the Proposal for Engineering Services from Baskerville Donovan, Inc. and to rebid.

ATTACHMENTS

1. 2023.08 BID TAB
2. 2023.08 Staff Recommendation



BID TABULATION

10/04/2023 2:00 p.m.

Present for the City of Milton:

Diane Ebentheuer
Michele Williams
Curtis Krebs
Sandra Woodberty
Scott Collins

Purchasing Officer
Purchasing Assistant
Chief Financial Officer
Grants Coordinator
City Manager

Others in attendance:

None

Bid opening was held at 2:00 p.m. The purpose of the meeting was to receive bids for the following solicitation:

RFP 2023.08 Engineer Services Decommission Wastewater Treatment Plant

1	Baskerville-Donovan, Inc.	Proposal
---	---------------------------	----------

Diane Ebentheuer

From: Sandra Woodbery
Sent: Thursday, October 12, 2023 1:10 PM
To: Diane Ebentheuer
Cc: Molly Turnes; Joe Cook; Scott Collins
Subject: Engineer Decommission

Diane,

Per our conversation the Office of Supplier Diversity (OSD) advertisement was significantly delayed due to their oversight and we did not extend the date for bid opening to provide a minimum response time to the OSD population targets. Since this advertising agency appears to be the only agency that satisfies the Federal MBE and WBE affirmative step requirement, we should not request approval consideration for the BDI single bid response and we should recommend rebid of RFP 2023.08.



Sandra "Sandi" Woodbery
Grants Manager
Phone: 850-983-4704
Email: swoodbery@miltonfl.org

From: Diane Ebentheuer <debentheuer@miltonfl.org>
Sent: Wednesday, October 11, 2023 2:24 PM
To: Sandra Woodbery <swoodbery@miltonfl.org>
Cc: Molly Turnes <mturnes@miltonfl.org>
Subject: RE: Where Advertised

Hi Sandi,

RFP 2023.08 Engineer Services Decommission Wastewater Treatment Plant
Places Advertised (see attached proofs of advertisements):

- Santa Rosa Press Gazette 08/31/2023
- Pensacola News Journal 08/31/2023; and 09/03/2023
- City Purchasing Page 08/31/2023
- City Public Information Page 08/31/2023
- Bid Net Direct 08/31/2023
- Demand Star 08/31/2023
- Office of Supplier Diversity 09/28/2023 -delayed they had issues

Thank you,

Diane E. Ebentheuer, CGFO
PURCHASING OFFICER / RISK MANAGER
City of Milton
P. O. Box 909
Milton, FL 32572
Ph: 850-983-5438



Agenda Item # 2023-2027

Purchase of land off of Jeff Ates Rd

MEETING DATE

November 7, 2023

PREPARED BY

Christie Haarmann, Public
Works Admin

BACKGROUND

SUMMARY

Staff would like to purchase 283.10 acres of land off of Jeff Ates Rd. for a total of \$1,907,025.00

RECOMMENDATION

Staff recommends approving the purchase of 283.10 acres of land off of Jeff Ates Rd. for a total of \$1,907,025.00

ATTACHMENTS

1. 116.55 Acres 22-2N-27-0000-00200-0000
2. 2.16 Acres 21-2N-27-0000-00200-0000
3. 2.17 Acres 21-2N-27-0000-00201-0000
4. 5.98 Acres 28-2N-27-0000-00100-0000
5. 80 Acres 21-2N-27-0000-00300-0000
6. 77.24 Acres 27-2N-27-0000-00200-0000

Vacant Land Contract

- 1* **1. Sale and Purchase ("Contract"):** Jacquelyn Sue Ates Burgess & Robert D Burgess ("Seller")
 2* and City of Milton, Florida ("Buyer")
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: Proximity to Jeff Ates Road in East Milton, FL: 22-2N-27-0000-00200-0000
 6* Legal Description: SW4 OF 22-2N-27W AS DES IN OR1655 PG 1001 LESS S 500 FTLESS OR 2966 PG 399
 7 (FOR #2.3)LESS OR 2966 PG 401 (FOR #2.4)LESS OR 3134 PG 269 (TO #2.1)& AS DES IN OR 4331 PG 120
 8 (CORR 4331/118) 116.55-acres (+/-)
 9
 10
 11* SEC 22 /TWP / 2N /RNG 27 of Santa Rosa County, Florida. Real Property ID No.:
 12* including all improvements existing on the Property and the following additional property:
 13
 14* **2. Purchase Price:** (U.S. currency) \$ 786,712.50
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: West Florida Title
 17* Escrow Agent's Contact Person: Debbie Beach/Donna Perritt
 18* Escrow Agent's Address: 5220 Willing Street, Milton, FL 32572
 19* Escrow Agent's Phone: 850 623 4626
 20* Escrow Agent's Email: wftmilton@att.net
 21
 22* (a) Initial deposit (\$0 if left blank) (Check if applicable)
 23* ☐ accompanies offer
 24* ☒ will be delivered to Escrow Agent within _____ days (3 days if left blank)
 25 after Effective Date \$ 5,000.00
 26* (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 27* ☐ within _____ days (10 days if left blank) after Effective Date
 28* ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
 29* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
 30* (d) Other: \$ _____
 31* (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 32* to be paid at closing by wire transfer or other Collected funds \$ 781,712.50
 33* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 34* unit used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify): _____
 35* prorating areas of less than a full unit. The purchase price will be \$6,750.00 per unit based on a
 36 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 37* accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
 calculation: _____
 38
 39* **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 40 delivered to all parties on or before TBD, this offer will be withdrawn and Buyer's deposit, if
 41 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 42 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
has signed or initialed and delivered this offer or the final counter-offer.
 43* **4. Closing Date:** This transaction will close on See P. 23 ("Closing Date"), unless specifically
 44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.
 51
 52* **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☒ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☒ at least 15 days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer [Signature] (_____) and Seller [Signature] (_____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 120 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is 3 of 8 pages.

- (2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.
- (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

N/A
Seller's Sales Associate/License No.

John Griffing 655630
Buyer's Sales Associate/License No.

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329* N/A
330 Seller's Sales Associate Email Address jgriffing@naipensacola.com
331 Buyer's Sales Associate Email Address
332* N/A
333 Seller's Sales Associate Phone Number 8504505126
334 Buyer's Sales Associate Phone Number
335* N/A
336 Listing Brokerage NAI Pensacola
337 Buyer's Brokerage
338* N/A
339 Listing Brokerage Address 24 W. Chase Street, Suite 100 Pensacola FL 32502
Buyer's Brokerage Address

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
341 (Check if applicable)
342* ☐ A. Back-up Contract
343* ☐ B. Kick Out Clause
344* ☐ C. Other

345* 23. Additional Terms: See Paragraph 2--Purchase price to be adjusted at the receipt of a survey that equals the
346 value of \$6,750 per acre.
347 NAI Pensacola to be compensated under a separate agreement with the City of Milton, by the City of Milton.
348 Buyer will grant the Seller a 70-ft easement, the location determined by the Buyer and Seller and shown in a survey,
349 to be ordered, for ingress and egress to adjoining properties owned by the Seller. The easement will include the right
350 to include utilities, such as power, sewer and water. The easement and the rights of the easement will be extended to
351 the Estees family who own adjoining properties.
352 Seller will retain the mineral rights of the subject property, but the Seller may not interfere with the operations of the
353 subject property to access any minerals.
354 Closing will occur on or before 30-days after the end of the Due Diligence period.
355
356
357
358
359
360

361 COUNTER-OFFER/REJECTION

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* ☐ Seller rejects Buyer's offer

365 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
366 signing.

367* Buyer: [Signature] Date: 6/13/23
368* Print name: RANDY L. JORGENSEN
369* Buyer: _____ Date: _____
370* Print name: _____

371 Buyer's address for purpose of notice:
372* Address: _____

373* Phone: _____ Fax: _____ Email: _____

374* Seller: Robert D. Burgess Date: 6/13/23
375* Print name: Robert D. Burgess

376* Seller: _____ Date: _____
377* Print name: _____

Buyer [Signature] () and Seller [Signature] () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

378 **Seller's** address for purpose of notice:

379 * Address: _____

380 * Phone: _____ Fax: _____ Email: _____

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VAC-14x Rev 9/22

Serial#: 073719-700/68-6668000

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Form
Page 59 of 172

Vacant Land Contract

1. Sale and Purchase ("Contract"): Jacquelyn Sue Burgess (Life Estate) (See Attached Deed, Exhibit 1) ("**Seller**") and _____ City of Milton, FL ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
 Address: _____ Proximity to Jeff Ates Road, Milton, FL
 Legal Description: A portion of NE4 OF SW4 AS DES IN OR 1655PG 1001 & RES LIFE EST INOR 2557 PG 1011 (This sale is for a 70-foot-wide easement on the east property line of the property. The estimated acreage is 2.16-acres but is to be determined by survey prior to closing.)

SEC 21 /TWP /2N /RNG 27 of Santa Rosa County, Florida. Real Property ID No.: 212N270000002000000 including all improvements existing on the Property and the following additional property: See Exhibit 2 for illustration of the portion of the property to be purchased.

2. Purchase Price: (U.S. currency) \$ 14,580.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: William Farrington, ESQ, Wilson, Harrell, Et Al

Escrow Agent's Contact Person: Tonjia Brown

Escrow Agent's Address: 307 S Palafox Street, Pensacola, FL 32502

Escrow Agent's Phone: 850 438 1111

Escrow Agent's Email: tbrown@whsf-law.com

(a) Initial deposit (\$0 if left blank) (**Check if applicable**)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 10 days (3 days if left blank) after Effective Date \$ 250.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____

(d) Other: \$ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 14,330.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be \$6,750.00 _____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before September 29, 2023, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on See P. 23 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

- 7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

- 8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

- (1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 120 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 8 pages.

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Seller's Sales Associate/License No.

John Griffing 655630
Buyer's Sales Associate/License No.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

329*		jgriffing@naipensacola.com
330	Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
331		
332*		8504330577
333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
334		
335*		NAI Pensacola
336	Listing Brokerage	Buyer's Brokerage
337		
338*		24 W. Chase Street, Suite 100 Pensacola FL 32502
339	Listing Brokerage Address	Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 **(Check if applicable)**
 342* ☐ A. Back-up Contract
 343* ☐ B. Kick Out Clause
 344* ☒ C. Other Exhibit 1 (General Warranty Gift Deed) Exhibit 2 (Parcel Illustration)

345* **23. Additional Terms:** See Paragraph 2--Purchase price to be adjusted at the receipt of a survey that equals the
 346 value of \$6,750 per acre.
 347 NAI Pensacola to be compensated under a separate agreement with the City of Milton, by the City of Milton.
 348 Seller will retain the mineral rights of the subject property, but the Seller may not interfere with the operations of the
 349 subject property to access any minerals.
 350 Closing will occur on or before 30-days after the end of the Due Diligence period.
 351 Corrected Names and Addresses for Grantees Shown on General Warranty Gift Deed
 352 Robert Doil Burgess Ryan Burgess Kimberly Ghavidel
 353 3362 Laurel Leaf Way 1012 Le Bayou Bend 25618 Gladiator Lane
 354 Buford, GA 30519 Fort Walton Beach, FL 32547 San Antonio, TX 78260
 355 770 315 9137 713 302 1499 713 412 4266
 356 Buyer will grant the Seller a 70-ft easement, the location determined by the Buyer and Seller and shown in a survey,
 357 to be ordered, for ingress and egress to adjoining properties owned by the Seller. The easement will include the right
 358 to include utilities, such as power, sewer and water. The easement and the rights of the easement will be extended to
 359 the Estees family who own adjoining properties.
 360 This transaction is contingent on approval by the City of Milton, FL City Council.

361 **COUNTER-OFFER/REJECTION**

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364* ☐ Seller rejects Buyer's offer

367 **[The remainder of this page is intentionally left blank.]**

368 **This Contract continues with Line 367 on Page 8 of 8.]**

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

378
379* **Buyer:** Scott Collins CITY MANAGER Date: 10-2-2023
380* Print name: SCOTT COLLINS
381* **Buyer:** _____ Date: _____
382* Print name: _____
383 **Buyer's address for purpose of notice:**
384* Address: _____
385* Phone: _____ Fax: _____ Email: _____
386* **Seller:** Robert D. Burgess Date: 9/28/2023
387* Print name: Robert D. Burgess
388* **Seller:** _____ Date: _____
389* Print name: _____
390 **Seller's address for purpose of notice:**
391* Address: _____
392* Phone: _____ Fax: _____ Email: _____

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Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 8 of 8 pages.

EXHIBIT 1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY GIFT DEED

Date: December 30, 2005

Grantor: JACQUELYN SUE BURGESS and husband, ROBERT D. BURGESS

Grantor's Mailing Address:

ROBERT D. BURGESS and JACQUELYN SUE BURGESS
2901 Country Club Drive
Pearland, Texas 77581
Brazoria County

Grantee: ROBERT DOIL BURGESS, JR. (as to an undivided 1/3 interest), as his sole and separate property; WILLIAM RYAN BURGESS (as to an undivided 1/3 interest), as his sole and separate property; and KIMBERLY VERANN BURGESS (as to an undivided 1/3 interest), as her sole and separate property

Grantee's Mailing Address:

ROBERT DOIL BURGESS, JR.
1020 Rolling Ridge Lane
Auburn, Georgia 30011
Barrow County

WILLIAM RYAN BURGESS
2704 Pine Cone Lane
Pearland, Texas 77581
Brazoria County

KIMBERLY VERANN BURGESS
2704 Pine Cone Lane
Pearland, Texas 77581
Brazoria County

Consideration:

Love of, and affection for, Grantee.

Property (including any improvements):

SURFACE AND SURFACE ESTATE ONLY, IN AND TO the following described two tracts of land:

FIRST TRACT

The South Half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 21, Township 2 North, Range 27 West, Santa Rosa County, Florida.

SECOND TRACT

The Northeast Quarter of the Southwest Quarter of Section 21, Township 2 North, Range 27 West, Santa Rosa County, Florida.

Reservations from Conveyance:

For Grantor and Grantor's assigns, a reservation of the full possession, benefit, and use of the Property for the remainder of the life of Grantor, as a life estate. Grantor reserves this life estate as to any and all income derived from the property, including, but not limited to the harvesting of timber.

Exceptions to Conveyance and Warranty:

This conveyance is made subject to the following condition: If any Grantee herein is desirous of selling his or her undivided one-third (1/3) interest in the Property, such Grantee shall be required to give in writing to the remaining Grantees herein, a first right of refusal to purchase such undivided interest.

This conveyance is further made subject to any and all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Jacquelyn Sue Burgess
JACQUELYN SUE BURGESS

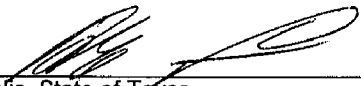
Robert D. Burgess
ROBERT D. BURGESS

ACKNOWLEDGMENTS

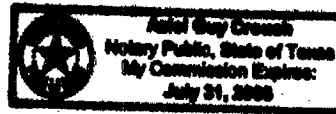
STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on December 30th, 2005,
by JACQUELYN SUE BURGESS.


Notary Public, State of Texas

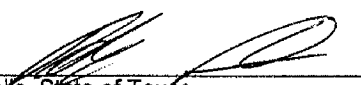
My commission expires: _____



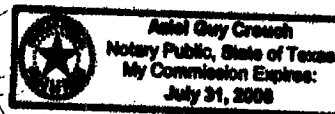
STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on December 30, 2005,
by ROBERT D. BURGESS.


Notary Public, State of Texas

My commission expires: _____



PREPARED IN THE OFFICE OF:

Crouch Law Firm
235 W. Sealy Street
Alvin, Texas 77511
Tel: (281) 331-5288
Fax: (281) 331-9346

AFTER RECORDING RETURN TO:

Crouch Law Firm
Attention: Kathy Fralick
235 W. Sealy Street
Alvin, Texas 77511
Tel: (281) 331-5288
Fax: (281) 331-9346

ACKNOWLEDGMENTS

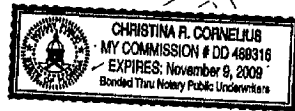
WITNESSES:

Christina Cornelius
Christina Cornelius

Jacquelyn Sue Burgess
JACQUELYN SUE BURGESS

STATE OF FLORIDA
COUNTY OF SANTA ROSA

SWORN TO AND SUBSCRIBED before me, this 25th day of January, 2006,
by Jacquelyn Sue Burgess, who is personally known to me or who produced _____
as identification.



Christina R Cornelius
NOTARY PUBLIC

WITNESSES:

Christina Cornelius
Christina Cornelius

Robert D. Burgess
ROBERT D. BURGESS

STATE OF FLORIDA
COUNTY OF SANTA ROSA

SWORN TO AND SUBSCRIBED before me, this 25th day of January, 2006,
by Robert D. Burgess, who is personally known to me or who produced _____
as identification.



Christina R Cornelius
NOTARY PUBLIC

Page 4 has been prepared by the office of Lindsay, Andrews and Leonard, P.A.,
5218 Willing Street, Milton, Florida 32570, for the purposes of recording and to satisfy
Florida requirements regarding witnesses.

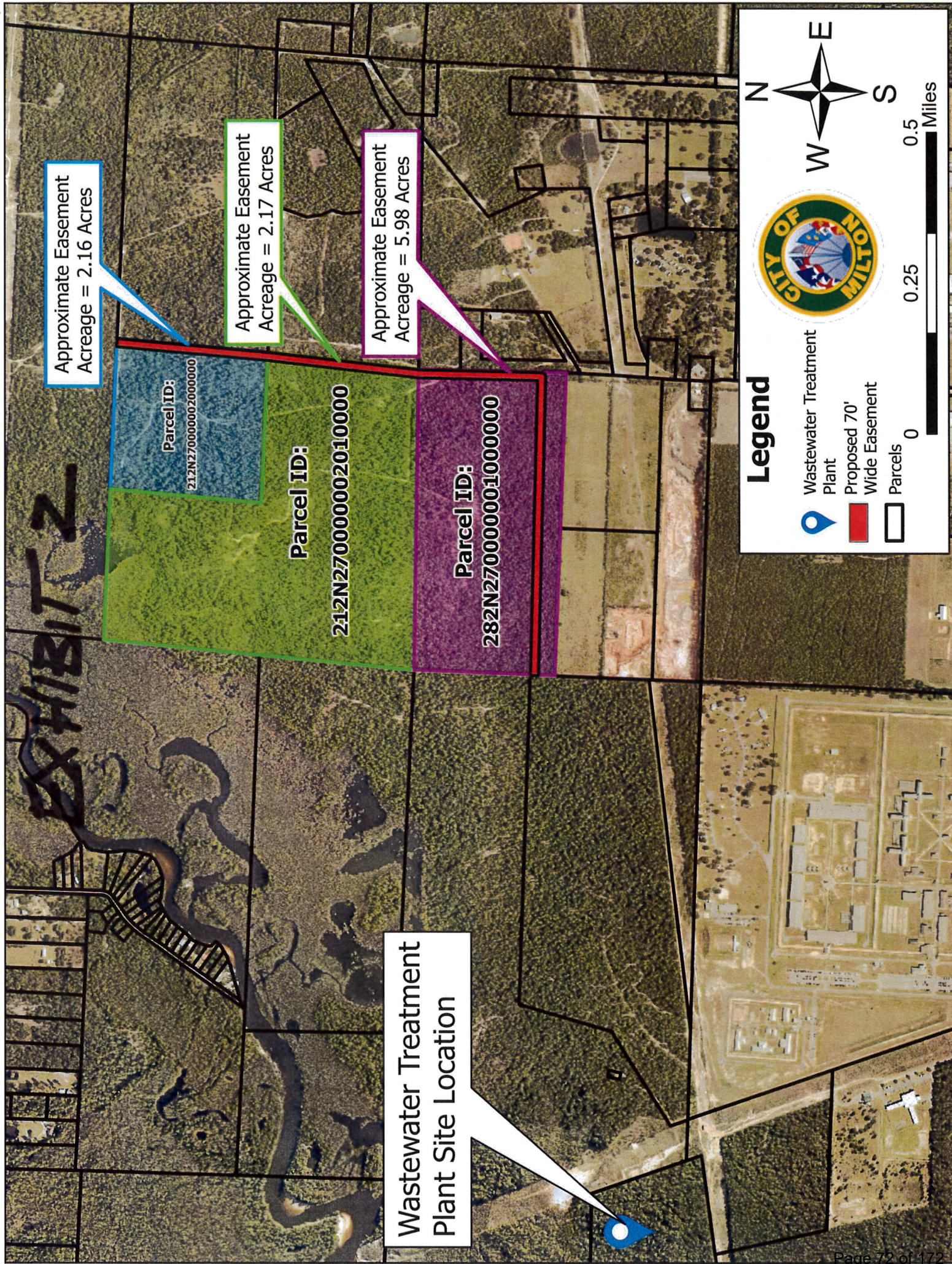


EXHIBIT 2

Approximate Easement
Acreage = 2.16 Acres

Parcel ID:
212N270000002000000

Approximate Easement
Acreage = 2.17 Acres

Parcel ID:
212N270000002010000

Approximate Easement
Acreage = 5.98 Acres

Parcel ID:
282N270000001000000

Wastewater Treatment
Plant Site Location



Legend

-  Wastewater Treatment Plant
-  Proposed 70' Wide Easement
-  Parcels

0 0.25 0.5 Miles





Santa Rosa County Property Appraiser

Gregory S. Brown II, CFA



[Home](#) [Search](#) [Map](#)

▼ Parcel Information

Parcel Number	21-2N-27-0000-00200-0000
Situs/Physical Address	6380 JEFF ATES RD MILTON 32583
Property Usage	TIMBERLAND 3 (5600)
Section-Township-Range	21-2N-27
Tax District	EAST MILTON
2022 Total Millage Rate	11.6814
Acreage	40.00
Homestead	N
Brief Legal Description	NE4 OF SW4 AS DES IN OR 1655PG 1001 & RES LIFE EST INOR 2557 PG 1011

▼ Owner Information

Primary Owner

Burgess Jacquelyn Sue
6140 Jeff Ates Rd
Milton, FL 32583-8236

[Apply for Exemptions](#) [Update Mailing Address](#) [Estimate Taxes](#)

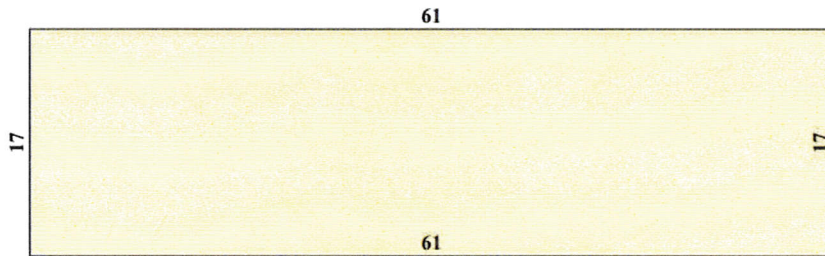
▼ Valuation

	2021 Certified	2022 Certified	2023 Preliminary
Building	\$0.00	\$0.00	\$0.00
Extra Feature	\$100.00	\$100.00	\$100.00
Land Value	\$5,270.00	\$6,270.00	\$6,270.00
Land Agricultural Value	\$4,200.00	\$4,200.00	\$4,200.00
Agricultural (Market) Value	\$105,000.00	\$126,000.00	\$126,000.00
Just (Market) Value*	\$5,370.00	\$6,370.00	\$6,370.00
Co. Assessed Value	\$9,570.00	\$10,107.00	\$10,570.00
Exempt Value	\$0.00	\$0.00	\$0.00
Co. Taxable Value	\$9,570.00	\$10,107.00	\$10,570.00

▼ Residential Buildings

Building 1

Type	SINGLE FAM
Total Area	1037
Heated Area	1037.00
Ext Walls	CONC BLOCK
Roof Cover	P-FIN METL
Interior Walls	MINIMUM
Foundation	BLOCK/MASN
Frame	MASONRY
Floor	VINYL
Heat Type	NONE
A/C Type	NONE
Bathrooms	1.00
Bedrooms	2.00
Stories	1.00
Actual Year Built	1965
Effective Year Built	1965



BAS	BASE AREA	1037	1965
-----	-----------	------	------

▼ Land

Land Code	Description	Zoning	Frontage	Depth	Unit Type	Land Units	Land Value
5600	TIMBER 3	AG-RR	0.00	0.00	AC	30.00	\$4,200
9910	MKT.VAL.AG	AG-RR	0.00	0.00	AC	30.00	\$0
9600	MARSH/SWAMP	AG-RR	0.00	0.00	AC	9.00	\$270
0100	SFR	AG-RR	0.00	0.00	AC	1.00	\$6,000

▼ Extra Features

Description	Number of Items	Units	Year	Extra Feature Value
HOUSE	1.00	1.00 UT	1965	\$100

▼ Sales

Multi-Parcel Sale	Sale Date	Sale Price	Instrument ⓘ	Book / Page	Qualification	Vacant or Improved	Grantor	Grantee
N	12/30/2005	\$100	QD	2557 / 1011	U	I	BURGESS JACQUELYN SUE (LIFE ES	BURGESS ROBERT D JR & BURGESS
N	10/01/1997	\$100	QD	1655 / 1006	U	I		BURGESS JACQUELYN SUE
N	10/01/1997	\$100	PR	1655 / 995	U	I		

▼ Map



The Santa Rosa County Property Appraiser and staff are constantly working to provide and publish the most current and accurate information possible. No warranties, expressed or implied are provided for the data herein, its use, or its interpretation. The current assessed values as viewed herein are 2023 Working Values, the data elements are current as of October 04, 2022. Again, one must remember that the primary use of the assessment data contained herein is for general public information. No responsibility or liability is assumed for inaccuracies or errors.

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Developed by:



Santa Rosa County
Property Appraiser



Vacant Land Contract

- 1* **1. Sale and Purchase ("Contract"):** Jacquelyn Sue Burgess (Life Estate) (See Attached Deed, Exhibit 1) ("**Seller**")
2* and _____ City of Milton, FL _____ ("**Buyer**")
3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: _____ Proximity to Jeff Ates Road, Milton, FL
6* Legal Description: A Portion of S2 OF SW4 & NW4 OF SW4 AS DESIN 1655 PG 1001 & RES LIFE ESTIN OR
7 2557 PG 1011
8 (This sale is for a 70-foot-wide easement on the east property line of the property. The estimated acreage is
9 2.17-acres but is to be determined by survey prior to closing.
10
11* SEC 27 /TWP / 2N /RNG 27 of Santa Rosa County, Florida. Real Property ID No.: 212N270000002010000
12* including all improvements existing on the Property and the following additional property: See Exhibit 2 for
13 illustration of the portion of the property to be purchased.
14* **2. Purchase Price:** (U.S. currency) \$ 14,647.50
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: William Farrington, ESQ
17* Escrow Agent's Contact Person: Tonjia Brown
18* Escrow Agent's Address: 307 S Palafox Street, Pensacola, FL 32502
19* Escrow Agent's Phone: 850 438 1111
20* Escrow Agent's Email: tbrown@whsf-law.com
21 **(a) Initial deposit (\$0 if left blank) (Check if applicable)**
22* ☐ accompanies offer
23* ☐ will be delivered to Escrow Agent within 10 days (3 days if left blank)
24* after Effective Date \$ 250.00
25 **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**
26* ☐ within _____ days (10 days if left blank) after Effective Date
27* ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
28* **(c) Total Financing** (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
29* **(d) Other:** \$ _____
30 **(e) Balance to close** (not including **Buyer's** closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds \$ 14,397.50
32* **(f)** ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify): _____
34* prorating areas of less than a full unit. The purchase price will be \$6,750.00 _____ per unit based on a
35 calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37* calculation: _____
38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy
39* delivered to all parties on or before September 29, 2023, this offer will be withdrawn and **Buyer's** deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
42 **has signed or initialed and delivered this offer or the final counter-offer.**
43* **4. Closing Date:** This transaction will close on See Paragraph 23 ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property
48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and
50 other items.
51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

- 7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

- 8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

- (1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 120 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 8 pages.

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

	John Griffing	655630
Seller's Sales Associate/License No.	Buyer's Sales Associate/License No.	

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

329* john@halfordcompany.com
330 Seller's Sales Associate Email Address Buyer's Sales Associate Email Address
331
332* 8504330577
333 Seller's Sales Associate Phone Number Buyer's Sales Associate Phone Number
334
335* NAI Pensacola
336 Listing Brokerage Buyer's Brokerage
337
338* 24 W. Chase Street, Suite 100 Pensacola FL 32502
339 Listing Brokerage Address Buyer's Brokerage Address

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
341 (Check if applicable)
342* ☐ A. Back-up Contract
343* ☐ B. Kick Out Clause
344* ☒ C. Other Exhibit 1 (General Warranty Gift Deed) Exhibit 2 (Parcel Illustration)

345* 23. Additional Terms: See Paragraph 2--Purchase price to be adjusted at the receipt of a survey that equals the
346 value of \$6,750 per acre.
347 NAI Pensacola to be compensated under a separate agreement with the City of Milton, by the City of Milton.
348 Seller will retain the mineral rights of the subject property, but the Seller may not interfere with the operations of the
349 subject property to access any minerals.
350 Closing will occur on or before 30-days after the end of the Due Diligence period.
351 Corrected Names and Addresses for Grantees Shown on General Warranty Gift Deed
352 Robert Doil Burgess Ryan Burgess Kimberly Ghavidel
353 3362 Laurel Leaf Way 1012 Le Bayou Bend 25618 Gladiator Lane
354 Buford, GA 30519 Fort Walton Beach, FL 32547 San Antonio, TX 78260
355 770 315 9137 713 302 1499 713 412 4266
356 Buyer will grant the Seller a 70-ft easement, the location determined by the Buyer and Seller and shown in a survey,
357 to be ordered, for ingress and egress to adjoining properties owned by the Seller. The easement will include the right
358 to include utilities, such as power, sewer and water. The easement and the rights of the easement will be extended to
359 the Estees family who own adjoining properties.
360 This transaction is contingent on approval by the City of Milton, FL City Council.

361 COUNTER-OFFER/REJECTION
362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* ☐ Seller rejects Buyer's offer

367 [The remainder of this page is intentionally left blank.
368 This Contract continues with Line 367 on Page 8 of 8.]

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

378
379 * **Buyer:** Scott Cousins CITY MANAGER Date: 10-2-2023
380 * **Print name:** SCOTT COUSINS
381 * **Buyer:** _____ Date: _____
382 * **Print name:** _____
383 **Buyer's address for purpose of notice:**
384 * **Address:** _____
385 * **Phone:** _____ **Fax:** _____ **Email:** _____
386 * **Seller:** Robert D. Burgess Date: 9/28/2023
387 * **Print name:** Robert D. Burgess
388 * **Seller:** _____ Date: _____
389 * **Print name:** _____
390 **Seller's address for purpose of notice:**
391 * **Address:** _____
392 * **Phone:** _____ **Fax:** _____ **Email:** _____

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 8 of 8 pages.

EXHIBIT 1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY GIFT DEED

Date: December 30, 2005

Grantor: JACQUELYN SUE BURGESS and husband, ROBERT D. BURGESS

Grantor's Mailing Address:

ROBERT D. BURGESS and JACQUELYN SUE BURGESS
2901 Country Club Drive
Pearland, Texas 77581
Brazoria County

Grantee: ROBERT DOIL BURGESS, JR. (as to an undivided 1/3 interest), as his sole and separate property; WILLIAM RYAN BURGESS (as to an undivided 1/3 interest), as his sole and separate property; and KIMBERLY VERANN BURGESS (as to an undivided 1/3 interest), as her sole and separate property

Grantee's Mailing Address:

ROBERT DOIL BURGESS, JR.
1020 Rolling Ridge Lane
Auburn, Georgia 30011
Barrow County

WILLIAM RYAN BURGESS
2704 Pine Cone Lane
Pearland, Texas 77581
Brazoria County

KIMBERLY VERANN BURGESS
2704 Pine Cone Lane
Pearland, Texas 77581
Brazoria County

Consideration:

Love of, and affection for, Grantee.

Property (including any improvements):

SURFACE AND SURFACE ESTATE ONLY, IN AND TO the following described two tracts of land:

FIRST TRACT

The South Half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 21, Township 2 North, Range 27 West, Santa Rosa County, Florida.

SECOND TRACT

The Northeast Quarter of the Southwest Quarter of Section 21, Township 2 North, Range 27 West, Santa Rosa County, Florida.

Reservations from Conveyance:

For Grantor and Grantor's assigns, a reservation of the full possession, benefit, and use of the Property for the remainder of the life of Grantor, as a life estate. Grantor reserves this life estate as to any and all income derived from the property, including, but not limited to the harvesting of timber.

Exceptions to Conveyance and Warranty:

This conveyance is made subject to the following condition: If any Grantee herein is desirous of selling his or her undivided one-third (1/3) interest in the Property, such Grantee shall be required to give in writing to the remaining Grantees herein, a first right of refusal to purchase such undivided interest.

This conveyance is further made subject to any and all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property, to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Jacquelyn Sue Burgess
JACQUELYN SUE BURGESS

Robert D. Burgess
ROBERT D. BURGESS

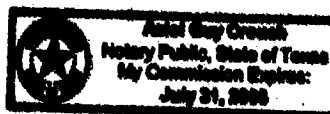
ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on December 30th, 2005,
by JACQUELYN SUE BURGESS.

Notary Public, State of Texas
My commission expires: _____

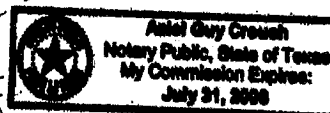


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on December 30, 2005,
by ROBERT D. BURGESS.

Notary Public, State of Texas
My commission expires: _____



PREPARED IN THE OFFICE OF:

Crouch Law Firm
235 W. Sealy Street
Alvin, Texas 77511
Tel: (281) 331-5288
Fax: (281) 331-9346

AFTER RECORDING RETURN TO:

Crouch Law Firm
Attention: Kathy Fralick
235 W. Sealy Street
Alvin, Texas 77511
Tel: (281) 331-5288
Fax: (281) 331-9346

ACKNOWLEDGMENTS

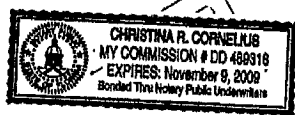
WITNESSES:

Christina Cornelius
Christina Cornelius

Jacquelyn Sue Burgess
JACQUELYN SUE BURGESS

STATE OF FLORIDA
COUNTY OF SANTA ROSA

SWORN TO AND SUBSCRIBED before me, this 25th day of January, 2006,
by Jacquelyn Sue Burgess, who is personally known to me or who produced _____
as identification.



Christina R Cornelius
NOTARY PUBLIC

WITNESSES:

Christina Cornelius
Christina Cornelius

Robert D. Burgess
ROBERT D. BURGESS

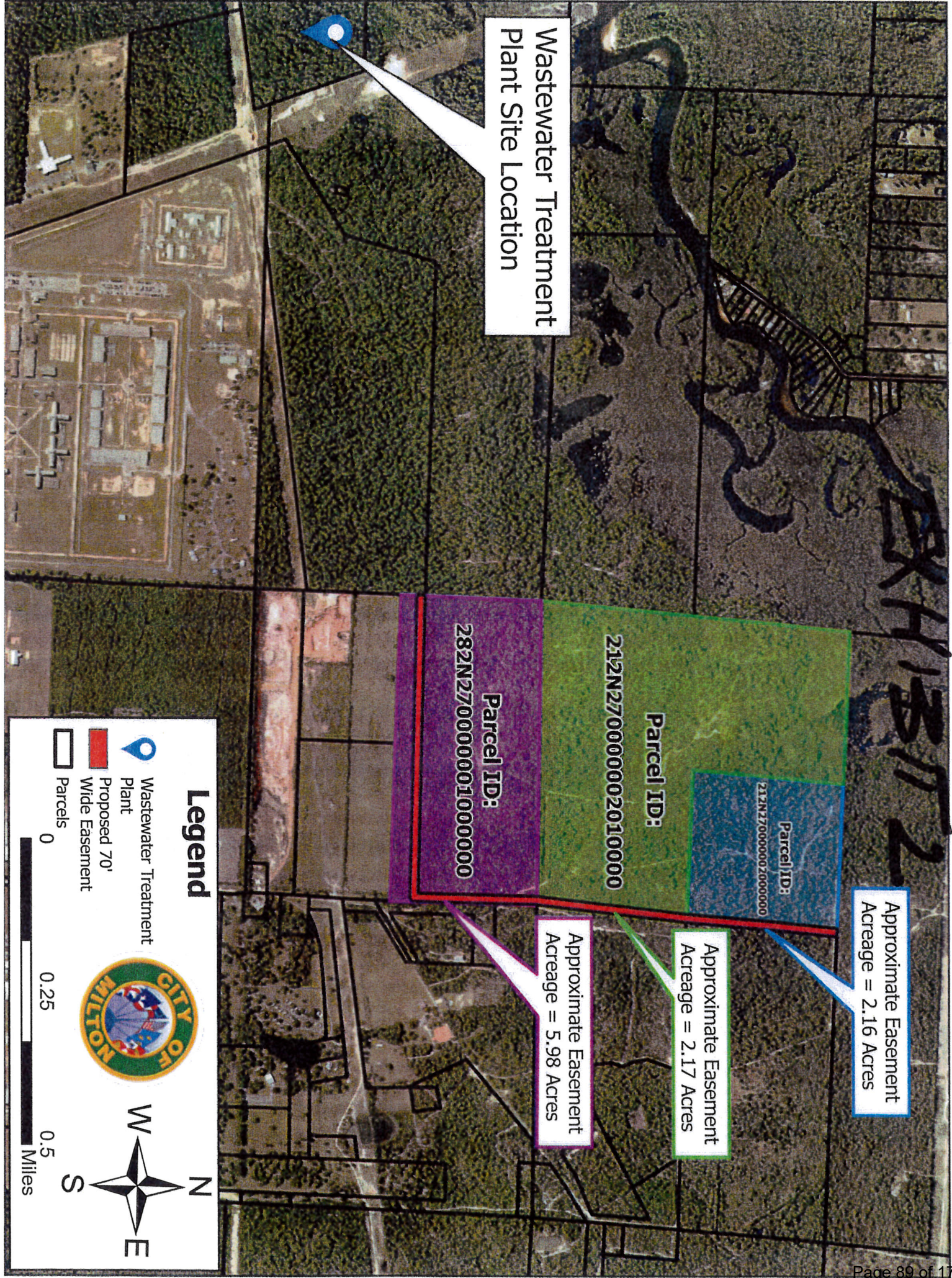
STATE OF FLORIDA
COUNTY OF SANTA ROSA

SWORN TO AND SUBSCRIBED before me, this 25th day of January, 2006,
by Robert D. Burgess, who is personally known to me or who produced _____
as identification.



Christina R Cornelius
NOTARY PUBLIC

Page 4 has been prepared by the office of Lindsay, Andrews and Leonard, P.A.,
5218 Willing Street, Milton, Florida 32570, for the purposes of recording and to satisfy
Florida requirements regarding witnesses.



Wastewater Treatment
Plant Site Location

Approximate Easement
Acreage = 2.16 Acres

Approximate Easement
Acreage = 2.17 Acres

Approximate Easement
Acreage = 5.98 Acres

Parcel ID:
212N2700000002010000

Parcel ID:
282N2700000001000000

Legend

Wastewater Treatment
Plant

Proposed 70'
Wide Easement

Parcels



0 0.25 0.5
Miles



Santa Rosa County Property Appraiser

Gregory S. Brown II, CFA



[Home](#) [Search](#) [Map](#)

▼ Parcel Information

Parcel Number	21-2N-27-0000-00201-0000
Situs/Physical Address	
Property Usage	TIMBERLAND 3 (5600)
Section-Township-Range	21-2N-27
Tax District	EAST MILTON
2022 Total Millage Rate	11.6814
Acreage	120.00
Homestead	N
Brief Legal Description	S2 OF SW4 & NW4 OF SW4 AS DESIN 1655 PG 1001 & RES LIFE ESTIN OR 2557 PG 1011

▼ Owner Information

Primary Owner

Burgess Jacquelyn Sue
6140 Jeff Ates Rd
Milton, FL 32583-8236

[Apply for Exemptions](#) [Update Mailing Address](#) [Estimate Taxes](#)

▼ Valuation

	2021 Certified	2022 Certified	2023 Preliminary
Building	\$0.00	\$0.00	\$0.00
Extra Feature	\$0.00	\$0.00	\$0.00
Land Value	\$600.00	\$600.00	\$600.00
Land Agricultural Value	\$14,000.00	\$14,000.00	\$14,000.00
Agricultural (Market) Value	\$200,000.00	\$240,000.00	\$240,000.00
Just (Market) Value*	\$600.00	\$600.00	\$600.00
Co. Assessed Value	\$14,600.00	\$14,600.00	\$14,600.00
Exempt Value	\$0.00	\$0.00	\$0.00
Co. Taxable Value	\$14,600.00	\$14,600.00	\$14,600.00

▼ Land

Land Code	Description	Zoning	Frontage	Depth	Unit Type	Land Units	Land Value
5600	TIMBER 3	AG-RR	0.00	0.00	AC	100.00	\$14,000
9910	MKT.VAL.AG	AG-RR	0.00	0.00	AC	100.00	\$0
9600	MARSH/SWAMP	AG-RR	0.00	0.00	AC	20.00	\$600

▼ Sales

Multi-Parcel Sale	Sale Date	Sale Price	Instrument ⓘ	Book / Page	Qualification	Vacant or Improved	Grantor	Grantee
N	12/30/2005	\$100	QD	2557 / 1011	U	I	BURGESS JACQUELYN SUE (LIFE ES	BURGESS ROBERT D JR & BURGESS
N	10/01/1997	\$100	WD	1655 / 1001	U	V		BURGESS JACQUELYN SUE
N	01/01/1993	\$100	WD	1324 / 476	U	V		
N	01/01/1993	\$100	WD	1324 / 475	U	V		
N	01/01/1993	\$100	WD	1324 / 474	U	V		
N	12/01/1992	\$100	WD	1314 / 591	U	V		
N	12/01/1992	\$100	WD	1314 / 590	U	V		
N	12/01/1992	\$100	WD	1314 / 589	U	V		
N	12/01/1992	\$100	WD	1314 / 587	U	V		

▼ Map



The Santa Rosa County Property Appraiser and staff are constantly working to provide and publish the most current and accurate information possible. No warranties, expressed or implied are provided for the data herein, its use, or its interpretation. The current assessed values as viewed herein are 2023 Working Values, the data elements are current as of October 04, 2022. Again, one must remember that the primary use of the assessment data contained herein is for general public information. No responsibility or liability is assumed for inaccuracies or errors.

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Last Data Upload: 9/25/2023 2:18:24 AM

Developed by:



Santa Rosa County
Property Appraiser



Vacant Land Contract

1. **Sale and Purchase ("Contract"):** Jacquelyn Sue & Robert D. Burgess ("Seller")
and City of Milton, FL ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:

Address: Proximity to Jeff Ates Road
Legal Description: A portion of *DESCRIPTION UPDATED FOR 2023*N2 OF NW4 OF 28-2N-27W AS DESIN
OR 1655 PG 1001 & AS DES INOR 4331 PG 117. This sale is for a 70-ft wide easement on the east and south
property lines of the property. The estimated acreage is 5.98-acres and will be determined by survey prior to
closing.

SEC 28 /TWP /2N /RNG 27 of Santa Rosa County, Florida. Real Property ID No.: 282N270000001000000
including all improvements existing on the Property and the following additional property: See Exhibit 1 for an
illustration of the property to be purchased.

2. **Purchase Price:** (U.S. currency) \$ 40,465.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: William Farrington, ESQ
Escrow Agent's Contact Person: Tonja Brown
Escrow Agent's Address: 307 S Palafox Street, Pensacola, FL 32502
Escrow Agent's Phone: 850 438 1111
Escrow Agent's Email: tbrown@whsf-law.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 10 days (3 days if left blank)
after Effective Date \$ 250.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____

(d) Other: \$ _____

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds \$ 40,215.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify): _____
prorating areas of less than a full unit. The purchase price will be \$6,750.00 per unit based on a
calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in
accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy
delivered to all parties on or before September 29, 2023, this offer will be withdrawn and **Buyer's** deposit, if
any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
delivered. The "Effective Date" of this Contract is the date on which the last one of the **Seller** and **Buyer**
has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on See Paragraph 23 ("Closing Date"), unless specifically
extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property
insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and
other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

- (1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 120 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 8 pages.

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

	John Griffing	655630
Seller's Sales Associate/License No.	Buyer's Sales Associate/License No.	

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

329* jgriffing@naipensacola.com.
 330 Seller's Sales Associate Email Address Buyer's Sales Associate Email Address
 331
 332* 8504330577
 333 Seller's Sales Associate Phone Number Buyer's Sales Associate Phone Number
 334
 335* NAI Pensacola
 336 Listing Brokerage Buyer's Brokerage
 337
 338* 24 W. Chase Street, Suite 100 Pensacola FL 32502
 339 Listing Brokerage Address Buyer's Brokerage Address

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
 341 (Check if applicable)
 342* ☐ A. Back-up Contract
 343* ☐ B. Kick Out Clause
 344* ☒ C. Other Exhibit 1 Illustration of Parcel to be Purchased

345* 23. Additional Terms: See Paragraph 2--Purchase price to be adjusted at the receipt of a survey that equals the
 346 value of \$6,750 per acre.
 347 NAI Pensacola to be compensated under a separate agreement with the City of Milton, by the City of Milton.
 348 Seller will retain the mineral rights of the subject property, but the Seller may not interfere with the operations of the
 349 subject property to access any minerals.
 350 Closing will occur on or before 30-days after the end of the Due Diligence period.
 351
 352 Buyer will grant the Seller a 70-ft easement, the location determined by the Buyer and Seller and shown in a survey,
 353 to be ordered, for ingress and egress to adjoining properties owned by the Seller. The easement will include the right
 354 to include utilities, such as power, sewer and water. The easement and the rights of the easement will be extended to
 355 the Estees family who own adjoining properties.
 356 This transaction is contingent on approval by the City of Milton, FL City Council.
 357
 358
 359
 360

361 COUNTER-OFFER/REJECTION
 362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364* ☐ Seller rejects Buyer's offer

367 [The remainder of this page is intentionally left blank.
 368 This Contract continues with Line 367 on Page 8 of 8.]

367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**

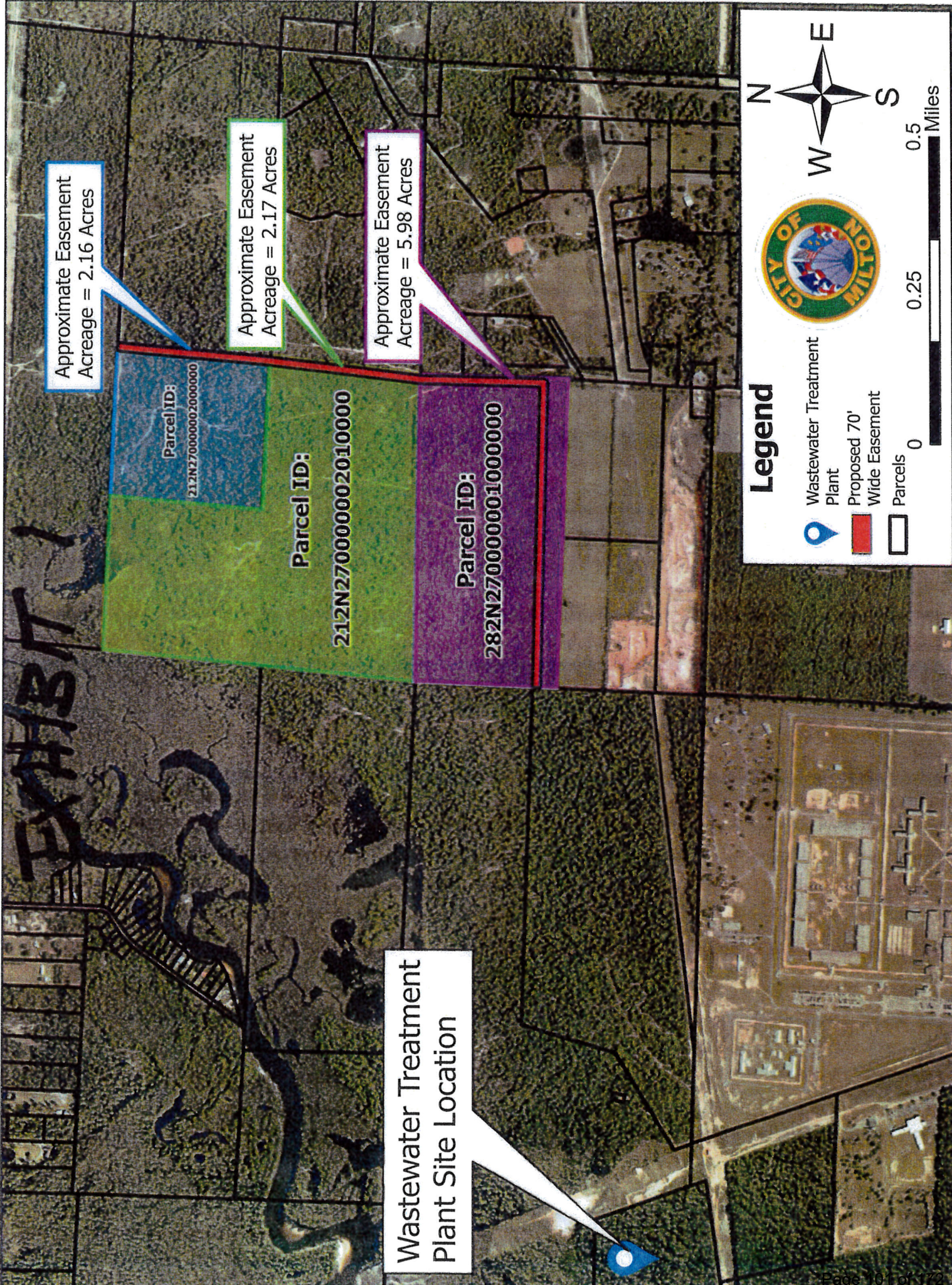
370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

378
379* **Buyer:** Subt Counsel City Manager Date: 10-2-2023
380* Print name: Subt Collins
381* **Buyer:** _____ Date: _____
382* Print name: _____
383 **Buyer's address for purpose of notice:**
384* Address: _____
385* Phone: _____ Fax: _____ Email: _____
386* **Seller:** Robert D. Burgess Date: 9/28/2023
387* Print name: Robert D. Burgess
388* **Seller:** _____ Date: _____
389* Print name: _____
390 **Seller's address for purpose of notice:**
391* Address: _____
392* Phone: _____ Fax: _____ Email: _____

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Approximate Easement
Acreage = 2.16 Acres

Parcel ID:
212N270000002000000

Approximate Easement
Acreage = 2.17 Acres

Parcel ID:

212N270000002010000

Approximate Easement
Acreage = 5.98 Acres

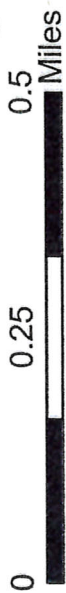
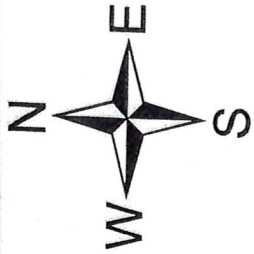
Parcel ID:

282N2700000001000000

Wastewater Treatment
Plant Site Location

Legend

-  Wastewater Treatment Plant
-  Proposed 70' Wide Easement
-  Parcels





Santa Rosa County Property Appraiser

Gregory S. Brown II, CFA



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▼ Parcel Information

Parcel Number	28-2N-27-0000-00100-0000
Situs/Physical Address	6140 JEFF ATES RD MILTON 32583
Property Usage	TIMBERLAND 3 (5600)
Section-Township-Range	28-2N-27
Tax District	EAST MILTON
2022 Total Millage Rate	11.6814
Acreage	80.00
Homestead	N
Brief Legal Description	*DESCRIPTION UPDATED FOR 2023*N2 OF NW4 OF 28-2N-27W AS DESIN OR 1655 PG 1001 & AS DES INOR 4331 PG 117

▼ Owner Information

Primary Owner

Burgess Jacquelyn Sue &
Burgess Robert D
6140 Jeff Ates Rd
Milton, FL 32583-8236

[Apply for Exemptions](#) [Update Mailing Address](#) [Estimate Taxes](#)

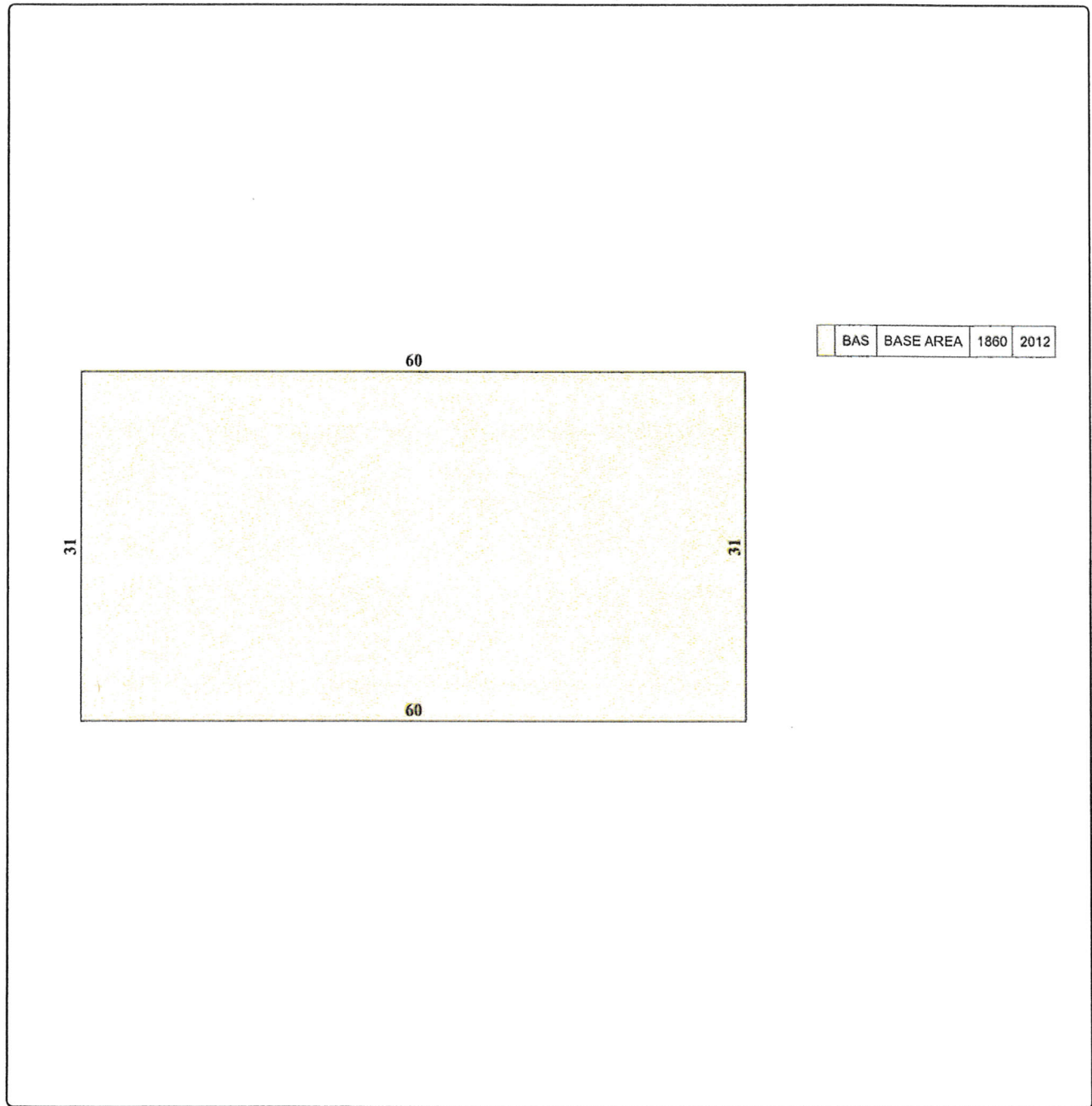
▼ Valuation

	2021 Certified	2022 Certified	2023 Preliminary
Building	\$73,590.00	\$90,690.00	\$99,414.00
Extra Feature	\$0.00	\$0.00	\$0.00
Land Value	\$600.00	\$600.00	\$600.00
Land Agricultural Value	\$8,400.00	\$8,400.00	\$8,400.00
Agricultural (Market) Value	\$180,000.00	\$216,000.00	\$216,000.00
Just (Market) Value*	\$74,190.00	\$91,290.00	\$100,014.00
Co. Assessed Value	\$73,807.00	\$80,348.00	\$87,543.00
Exempt Value	\$0.00	\$0.00	\$0.00
Co. Taxable Value	\$73,807.00	\$80,348.00	\$87,543.00

▼ Residential Buildings

Building 1

Type	MANUFAC HM
Total Area	1860
Heated Area	1860.00
Ext Walls	VINYL SIDE
Roof Cover	ASPHALT SH
Interior Walls	DRYWALL
Foundation	N/A
Frame	WOOD FRAME
Floor	ARWD/LVP ; CLAY/CERMC
Heat Type	FCD AIR D
A/C Type	CENTRAL
Bathrooms	2.00
Bedrooms	3.00
Stories	1.00
Actual Year Built	2012
Effective Year Built	2012



▼ Land

Land Code	Description	Zoning	Frontage	Depth	Unit Type	Land Units	Land Value
5600	TIMBER 3	AG-RR	0.00	0.00	AC	60.00	\$8,400
9910	MKT.VAL.AG	AG-RR	0.00	0.00	AC	60.00	\$0
9600	MARSH/SWAMP	AG-RR	0.00	0.00	AC	20.00	\$600

▼ Sales

Multi-Parcel Sale	Sale Date	Sale Price	Instrument 	Book / Page	Qualification	Vacant or Improved	Grantor	Grantee
N	09/29/2022	\$100	QD	4331 / 117	U	I	BURGESS JACQUELYN SUE	BURGESS JACQUELYN SUE & BURGESS
N	10/01/1997	\$100	WD	1655 / 1001	U	V	ATES (C ALLEN & JEFF III) GTRS	BURGESS JACQUELYN SUE
N	01/01/1993	\$100	WD	1324 / 476	U	V	DAUGHETTE HAZEL & RUFUS 1/3 O	BURGESS JACQUELYN SUE (GTRS RE
N	01/01/1993	\$100	WD	1324 / 475	U	V	DAUGHETTE RUFUS & HAZEL 1/3 O	ATES JEFF III (GTRS RET 1/2 I
N	01/01/1993	\$100	WD	1324 / 474	U	V	DAUGHETTE RUFUS & HAZEL 1/3 OF	ATES C ALLEN (GTRS RET L/E IS
N	12/01/1992	\$100	WD	1314 / 591	U	V	HAZEL & RUFUS DAUGHETTE	ATES JEFF III 1/4 RP & 1/4 O
N	12/01/1992	\$100	WD	1314 / 590	U	V	HAZEL & RUFUS DAUGHETTE	ATES C ALLEN 1/4 RP & 1/4
N	12/01/1992	\$100	WD	1314 / 589	U	V	HAZEL & RUFUS DAUGHETTE	JACQUELYN BURGESS 1/4 INT RP
N	12/01/1992	\$100	WD	1314 / 587	U	V	DAUGHETTE HAZEL	DAUGHETTE HAZEL & RUFUS ALL

▼ Map



The Santa Rosa County Property Appraiser and staff are constantly working to provide and publish the most current and accurate information possible. No warranties, expressed or implied are provided for the data herein, its use, or its interpretation. The current assessed values as viewed herein are 2023 Working Values, the data elements are current as of October 04, 2022. Again, one

must remember that the primary use of the assessment data contained herein is for general public information. No responsibility or liability is assumed for inaccuracies or errors.

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Last Data Upload: 9/27/2023 2:13:17 AM

Developed by:



Santa Rosa County
Property Appraiser



Vacant Land Contract

1. **Sale and Purchase ("Contract"):** Jacquelyn Sue Burgess (See attached General Warranty Gift Deed) ("Seller") and The City of Milton, FL ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: Proximity to Jeff Ates Road, Milton, FL--80 (+/-)-acres
Legal Description: N2 OF SE4 AS DES IN OR 1655PG 1006 & RES LIFE EST IN OR2645 PG 868 SBJT TO GP ESMNTIN OR 3273 PGS 138,140,141, &142--21-2N-27-0000-00300-0000
SEC 27 /TWP /2N /RNG 27 of Santa Rosa County, Florida. Real Property ID No.: 21-2N-27-0000-00300-000 including all improvements existing on the Property and the following additional property: _____
2. **Purchase Price:** (U.S. currency) \$ 540,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: William Farrington, ESQ, Wilson, Harrell, Et Al
Escrow Agent's Contact Person: Tonjia Brown
Escrow Agent's Address: 307 South Palafox St, Pensacola, FL
Escrow Agent's Phone: 850 438 1111
Escrow Agent's Email: tbrown@whsf-law.com
 - (a) Initial deposit (\$0 if left blank) (Check if applicable)
 - ☐ accompanies offer
 - ☒ will be delivered to Escrow Agent within 10 days (3 days if left blank) after Effective Date \$ 5,000.00
 - (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 - ☐ within _____ days (10 days if left blank) after Effective Date
 - ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
 - (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
 - (d) Other: \$ _____
 - (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 535,000.00
 - (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be \$6,750.00 per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____
3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before September 29, 2023, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.
4. **Closing Date:** This transaction will close on See Paragraph 23 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.
5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

- 7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

- 8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☒ at least 15 days before Closing Date,

(Check one)

- (1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 120 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

- (2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.
- (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 8 pages.

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

- 17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

- 20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

- 21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Seller's Sales Associate/License No.

John Griffing 655630

Buyer's Sales Associate/License No.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

329*		jgriffing@naipensacola.com
330	Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
331		
332*		8504330577
333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
334		
335*		NAI Pensacola
336	Listing Brokerage	Buyer's Brokerage
337		
338*		24 W. Chase Street, Suite 100 Pensacola FL 32502
339	Listing Brokerage Address	Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract

341 **(Check if applicable)**

342* ☐ A. Back-up Contract

343* ☐ B. Kick Out Clause

344* ☒ C. Other General Warranty Gift Deed and Santa Rosa County, FL Property Appraiser Property Information

345* **23. Additional Terms:** See Paragraph 2--Purchase price to be adjusted at the receipt of a survey that equals the

346 value of \$6,750 per acre.

347 NAI Pensacola to be compensated under a separate agreement with the City of Milton, by the City of Milton.

348 Seller will retain the mineral rights of the subject property, but the Seller may not interfere with the operations of the

349 subject property to access any minerals.

350 Closing will occur on or before 30-days after the end of the Due Diligence period.

351 Corrected Names and Addresses for Grantees Shown on General Warranty Gift Deed

352	Robert Doll Burgess	Ryan Burgess	Kimberly Ghavidel
353	3362 Laurel Leaf Way	1012 Le Bayou Bend	25618 Gladiator Lane
354	Buford, GA 30519	Fort Walton Beach, FL 32547	San Antonio, TX 78260
355	770 315 9137	713 302 1499	713 412 4266
356	<u>This transaction is contingent on approval by the City of Milton, FL City Council.</u>		
357			
358			
359			
360			

361 **COUNTER-OFFER/REJECTION**

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and

363 deliver a copy of the acceptance to Seller).

364* ☐ Seller rejects Buyer's offer

367 **[The remainder of this page is intentionally left blank.]**

368 **This Contract continues with Line 367 on Page 8 of 8.]**

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

378

379* **Buyer:** Scott Counts City Manager Date: 10-2-2023

380* **Print name:** SCOTT COUNTS

381* **Buyer:** _____ Date: _____

382* **Print name:** _____

383 **Buyer's address for purpose of notice:**

384* **Address:** _____

385* **Phone:** _____ **Fax:** _____ **Email:** _____

386* **Seller:** Robert L. Burgess Date: 9/28/2023

387* **Print name:** Robert L. Burgess

388* **Seller:** _____ Date: _____

389* **Print name:** _____

390 **Seller's address for purpose of notice:**

391* **Address:** _____

392* **Phone:** _____ **Fax:** _____ **Email:** _____

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY GIFT DEED

Date: September 1, 2006

Grantor: JACQUELYN SUE BURGESS and husband, ROBERT D. BURGESS

Grantor's Mailing Address:

ROBERT D. BURGESS and JACQUELYN SUE BURGESS
2704 Pine Cone Lane
Pearland, Texas 77581
Brazoria County

Grantee: ROBERT DOIL BURGESS, JR. (as to an undivided 1/3 interest), as his sole and separate property; WILLIAM RYAN BURGESS (as to an undivided 1/3 interest), as his sole and separate property; and KIMBERLY VERANN BURGESS (as to an undivided 1/3 interest), as her sole and separate property

Grantee's Mailing Address:

ROBERT DOIL BURGESS, JR.
1020 Rolling Ridge Lane
Auburn, Georgia 30011
Barrow County

WILLIAM RYAN BURGESS
2704 Pine Cone Lane
Pearland, Texas 77581
Brazoria County

KIMBERLY VERANN BURGESS
2704 Pine Cone Lane
Pearland, Texas 77581
Brazoria County

Consideration:

Love of, and affection for, Grantee.

Property (including any improvements):

SURFACE AND SURFACE ESTATE ONLY, IN AND TO the following described two tracts of land:

The North Half of the Southeast Quarter of Section 21, Township 2 North, Range 27 West, being 80 acres of land in the County of Santa Rosa, State of Florida.

Reservations from Conveyance:

For Grantor and Grantor's assigns, a reservation of the full possession, benefit, and use of the Property for the remainder of the life of Grantor, as a life estate. Grantor reserves this life estate as to any and all income derived from the property, including, but not limited to the harvesting of timber.

Exceptions to Conveyance and Warranty:

This conveyance is made subject to the following condition: If any Grantee herein is desirous of selling his or her undivided one-third (1/3) interest in the Property, such Grantee shall be required to give in writing to the remaining Grantees herein, a first right of refusal to purchase such undivided interest.

This conveyance is further made subject to any and all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Witnesses:

[Signature]
JACQUELYN SUE BURGESS

Christina R. Cornelius
CHRISTINA R. CORNELIUS

Signed, sealed and delivered
in the presence of:

[Signature]
Name: [Signature]

Christina R. Cornelius
Name: Christina R. Cornelius

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF SANTA ROSA

Before me, the undersigned authority, appeared JACQUELYN SUE BURGESS, personally known to me and known to me to be the individual described by said name, and who did acknowledge that she executed the same for the uses and purposes therein set forth.

Given under my hand and seal this 1st day of September, 2006.



Christie Cornelius
Notary Public, State of Florida
My commission expires: _____

STATE OF FLORIDA
COUNTY OF SANTA ROSA

Before me, the undersigned authority, appeared ROBERT D. BURGESS, personally known to me and known to me to be the individual described by said name, and who did acknowledge that he executed the same for the uses and purposes therein set forth.

Given under my hand and seal this 12th day of September, 2006.



Christie Cornelius
Notary Public, State of Florida
My commission expires: _____

PREPARED IN THE OFFICE OF:

Crouch Law Firm
235 W. Sealy Street
Alvin, Texas 77511
Tel: (281) 331-5288
Fax: (281) 331-9346

AFTER RECORDING RETURN TO:

Crouch Law Firm
Attention: Kathy Fralick
235 W. Sealy Street
Alvin, Texas 77511
Tel: (281) 331-5288
Fax: (281) 331-9346

NOTARY PAGE PREPARED IN THE OFFICE OF:

Allen W. Lindsay, Jr.
5218 Willing Street
Milton, FL 32570
Tel: (850) 623-3200
Fax: (850) 623-0104



Santa Rosa County Property Appraiser

Gregory S. Brown II, CFA



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▼ Parcel Information

Parcel Number	21-2N-27-0000-00300-0000
Situs/Physical Address	
Property Usage	CROPLAND CLASS 3 (5300)
Section-Township-Range	21-2N-27
Tax District	EAST MILTON
2022 Total Millage Rate	11.6814
Acreage	80.00
Homestead	N
Brief Legal Description	N2 OF SE4 AS DES IN OR 1655PG 1006 & RES LIFE EST IN OR2645 PG 868 SBJT TO GP ESMNTIN OR 3273 PGS 138,140,141, &142

▼ Owner Information

Primary Owner
Burgess Jacquelyn Sue
6140 Jeff Ates Rd
Milton, FL 32583-8236

[Apply for Exemptions](#) [Update Mailing Address](#) [Estimate Taxes](#)

▼ Valuation

	2021 Certified	2022 Certified	2023 Preliminary
Building	\$0.00	\$0.00	\$0.00
Extra Feature	\$0.00	\$0.00	\$0.00
Land Value	\$900.00	\$900.00	\$900.00
Land Agricultural Value	\$7,000.00	\$7,000.00	\$7,000.00
Agricultural (Market) Value	\$175,000.00	\$210,000.00	\$210,000.00
Just (Market) Value*	\$900.00	\$900.00	\$900.00
Co. Assessed Value	\$7,900.00	\$7,900.00	\$7,900.00
Exempt Value	\$0.00	\$0.00	\$0.00
Co. Taxable Value	\$7,900.00	\$7,900.00	\$7,900.00

▼ Land

Land Code	Description	Zoning	Frontage	Depth	Unit Type	Land Units	Land Value
5300	CROPLAND 3	AG-RR	0.00	0.00	AC	40.00	\$5,600
9910	MKT.VAL.AG	AG-RR	0.00	0.00	AC	40.00	\$0
5600	TIMBER 3	AG-RR	0.00	0.00	AC	10.00	\$1,400
9910	MKT.VAL.AG	AG-RR	0.00	0.00	AC	10.00	\$0
9600	MARSH/SWAMP	AG-RR	0.00	0.00	AC	30.00	\$900

▼ Sales

Multi-Parcel Sale	Sale Date	Sale Price	Instrument 	Book / Page	Qualification	Vacant or Improved	Grantor	Grantee
N	09/01/2006	\$100	WD	2645 / 868	U	V	BURGESS JACQUELYN SUE (LIFE ES	BURGESS ROBERT DOIL JR & WILLI
N	10/01/1997	\$100	QD	1655 / 1006	U	V		BURGESS JACQUELYN SUE
N	10/01/1997	\$100	PR	1655 / 997	U	V		

▼ Map



The Santa Rosa County Property Appraiser and staff are constantly working to provide and publish the most current and accurate information possible. No warranties, expressed or implied are provided for the data herein, its use, or its interpretation. The current assessed values as viewed herein are 2023 Working Values, the data elements are current as of October 04, 2022. Again, one must remember that the primary use of the assessment data contained herein is for general public information. No responsibility or liability is assumed for inaccuracies or errors.

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Developed by:



Santa Rosa County
Property Appraiser



Vacant Land Contract

- 1* **1. Sale and Purchase ("Contract"):** Jacquelyn Sue Ates Burgess & Robert D Burgess ("Seller")
2* and City of Milton, Florida ("Buyer")
3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: Jeff Ates Road, Milton, FL 32583; 27-2N-27-0000-00200-0000 77.24-acres (+/-)
6* Legal Description: ***NEWLY DESCRIBED FOR 2023***27-2N-27W W2 OF NW4 OF SECTION27; LESS OR
7 1655 PG 999 (#2.1)& LESS PORTS OF #2.2 DES AS FOLL: COM AT NW COR OF SECT 27,GO S86*49'32"W
8 ALONG N SECT LNFOR 1068.88 FT TO POB; THNCONT S86*49'32"E FOR 278.01 FTTO NW COR OF E2 OF
9 NW4; THN GOS2*46'27"W ALONG W LN OF E2 OFNW4 FOR 400 FT; THN GON86*49'32"W FOR 276.01; THN
10 GON2*48'27"E FOR 400 FT TO POBBEING 2.53 AC +/- . & ALSO THEFOLL: COM AT SW COR OF NW4
11* SEC 27 /TWP /2N/RNG 27 of Santa Rosa County, Florida. Real Property ID No.: 27-2N-27-0000-00200-000
12* including all improvements existing on the Property and the following additional property:
13 _____
- 14* **2. Purchase Price:** (U.S. currency) \$ 521,370.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: West Florida Title
17* Escrow Agent's Contact Person: Debbie Beach/Donna Perritt
18* Escrow Agent's Address: 5220 Willing Street, Milton, FL 32572
19* Escrow Agent's Phone: 850 623 4626
20* Escrow Agent's Email: wftmilton@att.net
- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
22* ☐ accompanies offer
23* ☒ will be delivered to Escrow Agent within _____ days (3 days if left blank)
24* after Effective Date \$ 5,000.00
- 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
26* ☐ within _____ days (10 days if left blank) after Effective Date
27* ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
- 28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
29* (d) Other: \$ _____
- 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds \$ 516,370.00
- 32* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify): _____
34* prorating areas of less than a full unit. The purchase price will be \$6,750.00 per unit based on a
35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37* calculation: _____
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39* delivered to all parties on or before TBD, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
42 has signed or initialed and delivered this offer or the final counter-offer.
- 43* **4. Closing Date:** This transaction will close on See P. 23 ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

- 7. Assignability: (Check one)** **Buyer** ☒ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

- 8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☐ at least 15 days before Closing Date,

(Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer Buyer (_____) and Seller RDB (_____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 120 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer Buyer (_____) and Seller RDA (_____) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer AB (____) and Seller RDB (____) acknowledge receipt of a copy of this page, which is 4 of 8 pages.

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer  () and Seller  () acknowledge receipt of a copy of this page, which is 5 of 8 pages.

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

N/A

Seller's Sales Associate/License No.

John Griffing 655630

Buyer's Sales Associate/License No.

Buyer ECY (____) and Seller RDB (____) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

329* N/A jgriffing@naipensacola.com
 330 Seller's Sales Associate Email Address Buyer's Sales Associate Email Address
 331
 332* N/A 18504505126
 333 Seller's Sales Associate Phone Number Buyer's Sales Associate Phone Number
 334
 335* N/A NAI Pensacola
 336 Listing Brokerage Buyer's Brokerage
 337
 338* N/A 24 W. Chase Street, Suite 100 Pensacola FL 32502
 339 Listing Brokerage Address Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 (Check if applicable)
 342* ☐ A. Back-up Contract
 343* ☐ B. Kick Out Clause
 344* ☐ C. Other _____

345* **23. Additional Terms:** See Paragraph 2--Purchased price to be adjusted at the receipt of a survey that equals the
 346 value of \$6,750 per acre.
 347 NAI Pensacola to be compensated under a separate agreement with the City of Milton, by the City of Milton.
 348 Buyer will grant the Seller a 70-ft easement, the location determined by the Buyer and Seller and shown in a survey,
 349 to be ordered, for ingress and egress to adjoining properties owned by the Seller. The easement will include the right
 350 to include utilities, such as power, sewer and water. The easement and the rights of the easement will be extended to
 351 the Estees family who own adjoining properties.
 352 Seller will retain the mineral rights of the subject property, but the Seller may not interfere with the operations of the
 353 subject property to access any minerals.
 354 Closing will occur on or before 30-days after the end of the Due Diligence period.
 355
 356
 357
 358
 359
 360

361 **COUNTER-OFFER/REJECTION**

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364* ☐ Seller rejects Buyer's offer

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
 366 **signing.**

367* Buyer: Ray Jorgenson Date: 6/13/23

368* Print name: RAUSSE JORGENSEN

369* Buyer: _____ Date: _____

370* Print name: _____

371 **Buyer's address for purpose of notice:**

372* Address: _____

373* Phone: _____ Fax: _____ Email: _____

374* Seller: Robert D. Burgess Date: 6/13/23

375* Print name: Robert D. Burgess

376* Seller: _____ Date: _____

377* Print name: _____

Buyer RJ (____) and Seller RDB (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

378 **Seller's** address for purpose of notice:

379 * Address: _____

380 * Phone: _____ Fax: _____ Email: _____

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Buyer AK (____) and Seller RBB (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-14x Rev 9/22

Serial#: 064359-300168-6667836

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Form
Page 128 of 172



Agenda Item # 2023-2052

Sprayfield Site 3 - Exploration, and Cultural and Environmental Review Task Order

MEETING DATE

November 7, 2023

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager, Joe Cook,
Public Works Director

BACKGROUND

NSRRWRF - Sprayfield Site 3 Task Order to Baskerville Donovan, Inc.

SUMMARY

Baskerville Donovan, Inc. task order for \$123,070.00 for the Northwest Florida Water Reclamation Facility Sprayfield Site 3 for hydrogeological exploration, and cultural and environmental review.

RECOMMENDATION

Staff recommends Council approve the Task Order for Baskerville Donovan, Inc. in amount of \$123,070.00.

ATTACHMENTS

1. BDI Task Order \$123,070.00

**CITY OF MILTON
NORTHWEST FLORIDA WATER RECLAMATION FACILITY
SPRAYFIELD SITE 3 HYDROGEOLOGICAL EXPLORATION,
CULTURAL REVIEW AND ENVIRONMENTAL REVIEW**

10/25/23

Section I. BACKGROUND

The City of Milton is permitted to construct the North Santa Rosa Regional Water Reclamation Facility on a parcel in the Santa Rosa Industrial Park. This facility will begin with a capacity of 2.0 MGD and has provisions for three additional 2.0 MGD process trains. The City is currently pursuing effluent discharge on 100 acres immediately adjacent to the plant site. The overall effluent disposal capacity of that site may be less than 1.0 MGD. The City has identified two additional sites nearby that may be available for effluent disposal. Environmental Reports and Cultural Evaluations have been completed and the geotechnical explorations are underway. The City has identified a third site that is adjacent to one of the additional sites mentioned and desires to move forward with the due diligence on that parcel to identify the overall disposal capacity of those sites, along with environmental and cultural evaluations.

This task order will be for work related to include the hydrogeological exploration and groundwater mounding analysis to maximize the capacity of the site for effluent disposal. There will be an additional survey effort associated with surveying the location and elevations of the bore holes and piezometers. Cultural evaluation and environmental conditions are also included.

Section II. SCOPE OF SERVICES

The scope of work will include the following tasks:

1. Subconsultant coordination and surveying the location of the bore holes and the location and elevation of all piezometers.
2. Geotechnical Exploration and Groundwater Mounding Analysis.
3. Wetlands Delineation and Environmental Assessment.
4. Cultural Resource Survey.

TASK 1 – COORDINATION OF WORK AND SURVEY

The various subconsultant work listed below involves a level of coordination with a central company. BDI will serve as the project manager necessary to keep the subconsultants on scope and schedule. This scope of work also includes the survey effort for location of the bore holes and piezometers drilled during the geotechnical work. This includes the elevations of the piezometers. This survey effort is necessary for the calibration of the hydrogeological evaluation and the groundwater mounding analysis.

TASK 2 – GEOTECHNICAL EXPLORATION AND GROUNDWATER MOUNDING ANALYSIS

Larry Jacobs and Associates has provided a proposal for geotechnical explorations and groundwater mounding analysis. The purpose of the exploration is to provide data on soil conditions on site and use this data to evaluate the use of these parcels for the disposal of reclaimed water. Information that is necessary for FDEP permitting of the site.

TASK 3 – WETLANDS DELINEATION AND ENVIRONMENTAL ASSESSMENT

To ensure compliance with NEPA regulations it is important that an Environmental Assessment to identify any threatened or endangered species on the site be conducted along with marking the boundaries of any wetland areas. This work will be completed by professionals with the Biome Consulting Group.

TASK 4 – CULTURAL RESOURCES

To ensure that there are no disturbances of cultural resources, a field survey with subsurface testing will be performed. All work will be performed under the guidance of an RPA-certified archaeologist and will be conducted in compliance with Section 106 of the National Historic Preservation Act. These services will be provided by All Phases Archaeology.

Section III. DELIVERABLES

Upon completion of the geotechnical explorations, three (3) paper copies and one (1) electronic copy of the Geotechnical Report and Mounding Analysis Report will be provided to the City of Milton. Copies of the Cultural Resource Survey and the Environmental Assessment will also be provided.

Section IV. METHOD OF COMPENSATION

Compensation will be based on the percent of completion and invoiced on a monthly basis. Engineering services are provided on a lump sum fee and consulting services are provided as a not to exceed allowance without further authorization from the County. Fees for each task are identified in the following Summary of Services.

Summary of Services

Task Description	Method of Payment	Fee
Task 1 – Coordination of Work	Lump Sum	\$8,000.00
Survey	Lump Sum	\$10,000.00
Task 2 – Geotechnical Exploration and Groundwater Mounding Analysis	Lump Sum	\$73,200.00
Task 3 – Wetland Delineation and Environmental Assessment	Lump Sum	\$14,500.00
Task 4 – Cultural Resource Survey	Lump Sum	\$17,370.00
Total		\$123,070.00

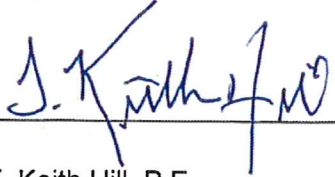
Section V. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space

10/25/23

provided below and return one (1) signed copy which will constitute an agreement and a "Notice to Proceed" for the above referenced tasks to accomplish this work:

BASKERVILLE-DONOVAN, INC.



T. Keith Hill, P.E.

President/CEO

10/25/2023
Date

CITY OF MILTON

Signature

Name: _____

Title: _____

Date



Agenda Item # 2023-2028

Milton Garden Club - Blue Star & Gold Star Memorial Markers

MEETING DATE

November 7, 2023

PREPARED BY

Molly Turnes, Executive
Assistant / Interim City Clerk

BACKGROUND

The Milton Garden Club is requesting \$800 for 2 Blue Star Memorial markers and the Gold Star Memorial marker.

The funds will be used for wreaths that will be placed at the markers on Memorial Day, Independence Day and Veterans Day. The Garden Club will need to purchase stands for the wreaths and the components to decorate them.

The Garden Club plans to use non-perishable items so they can be reused. They will also use the funds for the marigolds at Veterans plaza and plants for the surrounding area of the Blue Star marker on Caroline Street.

SUMMARY

Council voted 7-0, at the October 19, 2023 Agenda Workshop, to move item forward to the October 30, 2023 Executive Committee meeting.

RECOMMENDATION

Staff Recommends approval

ATTACHMENTS

None



Agenda Item # 2023-1892

Al Brewton Recognition

MEETING DATE

November 7, 2023

PREPARED BY

BACKGROUND

Council recommended soliciting ideas to memorialize Mr. Al Brewton for the work he did on behalf of the City of Milton.

SUMMARY

Council unanimously voted at the October 19, 2023 Agenda Workshop to name the Council Chambers the Al Brewton City Council Chambers, and to move this item to the October 30, 2023 Executive Committee meeting.

RECOMMENDATION

Recommend approval

ATTACHMENTS

None



Agenda Item # 2023-1937

Ordinance No. 1990-23 RMD Pension, 2nd Reading

MEETING DATE

November 7, 2023

PREPARED BY

Molly Turnes, Executive
Assistant / Interim City Clerk

BACKGROUND

An Ordinance for the City of Milton further amending Chapter 38, Personnel and Retirement, Article IV, Milton General Employees' Retirement System, of the Code of Ordinances of the City of Milton: Amending Section 38-125, Minimum Distribution of Benefits; Providing for Severability of Ordinances in Conflict Herewith and Providing an Effective Date.

(Second Reading)

SUMMARY

RECOMMENDATION

Recommend approval

ATTACHMENTS

1. RMD Ordinance 1990-23 w Andrade edits and SS edits

ORDINANCE NO. 1990-23

AN ORDINANCE OF THE CITY OF MILTON, FLORIDA, FURTHER AMENDING CHAPTER 38, PERSONNEL AND RETIREMENT, ARTICLE IV, MILTON GENERAL EMPLOYEES' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF MILTON: AMENDING SECTION 38-125, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR SEVERABILITY OF ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 38 "Personnel and Retirement," Article IV, General Employees' Retirement System of the City of Milton Code of Ordinances governs the retirement plan and trust fund for the City of Milton (hereinafter the "Plan");

WHEREAS, changes to the Internal Revenue Code may happen quickly and frequently. There is a benefit in authorizing the Board to make appropriate changes to the Plan in order to maintain the Plan's tax qualified status;

WHEREAS, effective January 1, 2023, the Internal Revenue Code was amended by increasing the required minimum distribution age from 72 to 73;

WHEREAS, the Board of Trustees of the Plan has recommended amending of the Plan as set forth below to maintain compliance with the Internal Revenue Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA, THAT:

Section 1: Section 38-125 of the Milton City code is amended to read as follows:

38-125 Minimum Distribution of Benefits.

* * *

(b) *Time and manner of distribution.*

- (1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age ~~70~~ 73 and one-half, **provided the member had not already attained age 72 by December 31, 2022.** or the calendar year in which the member terminates employment with the city. **The Plan will make all future required minimum distributions in compliance with the prevailing age**

restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.

- (2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:
- a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age ~~70 and one-half~~ **73** if later, as the surviving spouse elects. **The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.**

* * *

Section 2. All sections or parts of sections of the City Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 3. Should any section or provision of this Ordinance or any paragraph, sentence or word, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or part hereof, other than the part declared to be invalid.

Section 4. It is the intention of the City Council of the City of Milton that the provisions of this Ordinance shall become and be made a part of the Code of the City of Milton and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

CITY OF MILTON, FLORIDA

ATTEST

CITY CLERK

HEATHER LINDSAY, MAYOR

1st Reading: _____

2nd Reading: _____

Legal in form and valid when signed by City
Attorney.

ALEX ANDRADE, CITY ATTORNEY

Coding: Words in ~~strikeout type~~ are deletions from existing text.
Words in **underline type** are additions.



Agenda Item # 2023-1936

Ordinance No. 1993-23 - Proposed rezoning of 11.5 acres - Vanity Fair Rd. 2nd Reading

MEETING DATE

November 7, 2023

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

City Staff has received an application for the rezoning of 11.5 acres along Vanity Fair Road, just west of the intersection of Glover Lane and Berryhill Road. The property is currently zoned Rural-Urban (R-U), and the owner is requesting a change to a Multi-Family Residential (R-3) zoning district. The property is currently vacant/wooded, and is surrounded by mostly commercial uses except for Hobbs Middle School adjacent to the south of this property.

SUMMARY

The proposed ordinance has also been attached to this item for second reading.

RECOMMENDATION

Staff has provided the most current rezoning analysis document, and recommends review of the proposed rezoning. The Milton Planning Board unanimously recommended approval of this request on September 19th. The City Council will hold a 2nd public hearing on November 7th at the City Council meeting prior to the 2nd reading of the ordinance.

ATTACHMENTS

1. Vanity Fair Young Rezoning Ordinance 2023

ORDINANCE NO. 1993-23

AN ORDINANCE OF THE CITY OF MILTON, FLORIDA, REZONING ONE PROPERTY CONTAINING 11.58 ACRES OF LAND WITHIN THE CITY OF MILTON, FLORIDA, FURTHER DESCRIBED IN SECTION 1 HEREIN, FROM R-U, RURAL URBAN ZONING DISTRICT, TO THE R-3, MULTIPLE FAMILY RESIDENTIAL ZONING DISTRICT; AUTHORIZING A ZONING MAP AMENDMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council held public hearings occurring on October 10th, 2023 and November 7th, 2023 to consider the rezoning of the property described in Attachment A herein; and

WHEREAS, due public notice has been provided pursuant to Chapter 166, Florida Statutes, and Section 1.7 of the Milton Unified Development Code: and

WHEREAS, the City Council of the City of Milton, Florida, in exercise of its authority, finds it necessary and desirable to adopt and does hereby adopt the proposed zoning change, in order to encourage the most appropriate use of land, water and resources consistent with the public interest, and to deal effectively with future problems that may result from the use and development of land within the City of Milton as follows.

NOW THEREFORE BE IT ORDAINED BY THE City Council of the City of Milton, Florida as follows:

Section 1: Intent and Purpose.

That the Zoning District Classification upon the below property situated, lying, and being contained by the legal boundaries of the City of Milton as listed below and more particularly described in Attachment B:

PARCEL # 05-1N-28-0000-00102-0000

Is hereby changed from the R-U (Rural Urban) Zoning District to the R-3 (Multiple Family Residential) Zoning District.

Section 2: Zoning Map Series Amendment.

That the City of Milton Unified Development Code is hereby amended as set forth and incorporated herein by reference, and consists of a Zoning Map Series amendment, attached hereto as Attachment A.

Section 3: Severability.

If any part of this Ordinance shall be held invalid by a court of competent jurisdiction, the remaining parts shall be severable and shall continue in full force and effect.

Section 4: Copy on File.

An official, true, and correct copy of all elements of the Milton Unified Development Code, as adopted and amended from time to time, shall be maintained by the City Clerk or his or her designee.

Section 5: Effective Date.

This Ordinance shall take effect immediately upon passage and adoption by the City Council.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, The 7th day of November, 2023.

CITY OF MILTON, FLORIDA

Heather Lindsay - Mayor

ATTEST:

CITY CLERK

FIRST READING: _____,

SECOND READING: _____

Legal in form and valid when signed by the City Attorney

Alex Andrade – City Attorney

City of Milton Proposed Zoning Classification

ATTACHMENT B

PARCEL # 05-1N-28-0000-00102-0000

LEGAL DESCRIPTION:

THE EAST 935 FEET OF THE NORTH 645 FEET OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: COMMENCE AT A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES WEST ALONG THE EAST LINE OF SAID SECTION, 290.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES WEST 35.00 FEET TO AN IRON ROD IN THE WEST RIGHT OF WAY LINE OF A COUNTY ROAD (70' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90 DEGREES 00 MINUTES WEST 170.00 FEET TO AN IRON ROD; THENCE NORTH 00 DEGREES 00 MINUTES EAST 255.00 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF A COUNTY ROAD (70' R/W); THENCE NORTH 90 DEGREES 00 MINUTES EAST ALONG SAID RIGHT OF WAY LINE 159.81 FEET TO AN IRON ROD IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 184-A (70' R/W); THENCE ALONG SAID RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 70 DEGREES 20 MINUTES EAST A CHORD DISTANCE OF 10.82 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF A COUNTY ROAD (70'; R/W); THENCE SOUTH 00 DEGREES 00 MINUTES WEST ALONG SAID RIGHT OF WAY LINE 251.38 FEET TO THE POINT OF BEGINNING, ALSO LESS AND EXCEPT ANY PORTION LYING WITHIN ANY PUBLIC ROADS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 290.00 FEET; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 35.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GLOVER LANE (RIGHT OF WAY VARIES) AND THE POINT OF BEGINNING; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 355.01 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY GO SOUTH 89 DEGREES 58 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 895.21 FEET; THENCE GO NORTH 00 DEGREES 38 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 609.02 FEET TO THE SOUTHERLY RIGHT OF WAY OF VANITY FAIR ROAD (70' RIGHT OF WAY); THENCE GO NORTH 89 DEGREES 55 MINUTES 45 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 731.91 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE GO SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 254.85 FEET; THENCE GO NORTH 89 DEGREES 59 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 169.46 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 11.58 ACRES, MORE OR LESS.



Agenda Item # 2023-2058

Resolution No. 1582-23 - Funds Forward For Projects From Previous Fiscal Year

MEETING DATE

November 7, 2023

PREPARED BY

Heidi Sroka, Budget
Coordinator

BACKGROUND

Funds forward for projects from previous fiscal year.

SUMMARY

Recommend approval.

RECOMMENDATION

ATTACHMENTS

1. Resolution NO. 1582-23

RESOLUTION NO. # 1582-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON,
FLORIDA, AMENDING THE FISCAL YEAR 2024 BUDGET, CHANGING
THE ESTIMATED TOTAL REVENUES AND EXPENDITURES
OF VARIOUS FUNDS
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, changes in anticipated revenues and expenditures of the City of Milton, necessitates a revision of the Appropriations for Fiscal Year 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milton, Florida, in open meeting duly assembled

Section 1. The following funds are revised as specified herein:

FUND: Water/Sewer		DEPARTMENT: Sewer		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
403-0536-536-63-20	Capital Outlay-Infra Impv/Other Sewer Imprv	\$ 82,652.00	\$ 255,000.00	\$ 337,652.00
403-0536-536-63-26	Capital Outlay/WWTP Upgrade & Imprv	\$ 52,500.00	\$ 217,550.00	\$ 270,050.00
LINE ITEM TOTAL-----			\$ 472,550.00	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
403-0000-389-90-01	Funds brought forward	\$ -	\$ 472,550.00	\$ 472,550.00
LINE ITEM TOTAL-----			\$ 472,550.00	\$ -
COMMENTS/EXPLANATION: Funds forward for Milton Force Main Interconnect that City Council approved. Funds forward for Chlorine Project for Sewer Treatment.				
FUND: Sundial		DEPARTMENT: Various		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
409-0539-539-63-27	Capital Outlay/Sewer Infrastructure	\$ -	\$ 10,000.00	\$ 10,000.00
409-0539-539-71-00	Sundial/Principal Expense	\$ 145,801.00	\$ 4,763.00	\$ 150,564.00
409-0539-539-72-00	Sundial/Interest	\$ 63,077.00	\$ 9,835.00	\$ 72,912.00
LINE ITEM TOTAL-----			\$ 24,598.00	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
409-0000-389-90-01	Funds brought forward	\$ -	\$ 24,598.00	\$ 24,598.00
LINE ITEM TOTAL-----			\$ 24,598.00	\$ -
COMMENTS/EXPLANATION: Funds brought forward to adjust the Sundial Loan Payment wiwth the new 4.5% Interest Rate and Truist Payment Schedule.				
FUND: Capital		DEPARTMENT: General Fund		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
301-0541-541-64-07	Capital Outlay/Misc. Equip		\$ 272,023.00	\$ 272,023.00
LINE ITEM TOTAL-----			\$ 272,023.00	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
301-0000-389-90-01	Funds brought forward	\$ 50,000.00	\$ 272,023.00	\$ 322,023.00
LINE ITEM TOTAL-----			\$ 272,023.00	\$ -
COMMENTS/EXPLANATION: Funds brought forward for street sweeper received after 9/30/23.				

FUND: General Fund & Capital		DEPARTMENT: Various		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
302-0541-541-63-15	Capital Outlay/Street & Sidewalk Improvement	\$ 216,362.00	\$ 7,800.00	\$ 224,162.00
001-0541-541-46-01	R&M/Traffic Signal Repair	\$ 82,073.00	\$ 16,325.00	\$ 98,398.00
001-0519-519-46-81	R&M/Community Center	\$ 27,500.00	\$ 1,420.00	\$ 28,920.00
001-0541-541-53-00	Road & Street/Materials/Rep & Supplies	\$ 5,000.00	\$ 1,850.00	\$ 6,850.00
001-0519-519-46-74	R&M/Carpenters Park	\$ 10,000.00	\$ 2,298.00	\$ 12,298.00
001-0522-522-64-07	Capital Outlay/Misc	\$ -	\$ 21,320.00	\$ 21,320.00
LINE ITEM TOTAL-----			\$ 51,013.00	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
302-0000-389-90-01	Funds brought forward	\$ -	\$ 7,800.00	\$ 7,800.00
001-0000-389-90-01	Funds brought forward	\$ 384,315.00	\$ 43,213.00	\$ 427,528.00
LINE ITEM TOTAL-----			\$ 51,013.00	
COMMENTS/EXPLANATION: Funds forward for items that had purchase orders for FY23 but were not received. These are being moved forward to FY24.				

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. City staff is hereby authorized to implement changes in funds, accounts, transfers and balances as outlined within this resolution.

Section 4. This resolution shall take effect immediately upon the adoption by the City Council.

Passed and adopted this _____ day of _____, 20____, by the Milton City Council of the City of Milton, Florida.

By: _____
Heather Lindsay, Mayor

ATTEST:

Heidi Sroka, Interim City Clerk

Agenda Item # 2023-2059



Resolution No. 1583-23 A Resolution to affirm the existing City Council appointments to the City's boards and committees, and to amend the expiration dates of the terms of appointment to the City's boards and committees.

MEETING DATE

November 7, 2023

PREPARED BY

Molly Turnes, Executive
Assistant / Interim City Clerk

BACKGROUND

SUMMARY

A Resolution to affirm the existing City Council appointments to the City's boards and committees, and to amend the expiration dates of the terms of appointment to the City's boards and committees.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Res 1583-23 affirming City board appnts

RESOLUTION NO. 1583-23

A RESOLUTION OF THE CITY OF MILTON, FLORIDA, TO AFFIRM THE EXISTING CITY COUNCIL APPOINTMENTS TO THE CITY’S BOARDS AND COMMITTEES, AND TO AMEND THE EXPIRATION DATES OF THE TERMS OF APPOINTMENT TO THE CITY’S BOARDS AND COMMITTEES.

NOW, THEREFORE BE IT RESOLVED, by the City of Milton, County of Santa Rosa, and State of Florida:

SECTION 1. To affirm the existing City Council appointments to the City’s boards and committees, and to amend the expiration dates of the terms of appointment to the City’s boards and committees. (Attached hereto and marked Exhibit A).

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council and that all deliberations of this council or any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 286.011 of the Florida Statutes.

SECTION 3. This Resolution shall take effect immediately after passage.

Passed this ____ day of _____, 2023.

By: _____
Heather Lindsay, Mayor

ATTEST:

Interim City Clerk

Police Pension Board Appointments

City council appointed members

Expiration of Term

Marc Castellaneta
Scarlette Ehlers

December 8, 2026
July 9, 2024

Fire Pension Board Appointments

City council appointed members

Expiration of Term

Lester Jones
Steve Warren

April 8, 2025
June 9, 2026

General Employees Pension Board

City council appointed members

Expiration of Term

Michele Williams
Teresa Walsh

July 14, 2026
July 8, 2025

Planning Board

Current Members

Expiration of Term

Jimmy Messick	(Ward 1 Appointee)
Steve Dobbs	(Ward 2 Appointee)
Laura Austin	(Ward 3 Appointee)
Vacant	(Ward 4 Appointee)
Amber Leek	(Mayoral Appointment)
Greg Scoville	
Tom Powers	

June 11, 2024
June 15, 2025
June 15, 2025
June 9, 2026
Mayoral Term
June 15, 2025
June 11, 2024

Board of Adjustments

Current Members

Expiration of Term

Karra Graber
Kyle Baker
Jay Camp
Kristopher Long
Ricky Downs
Dennis Rogers
Howard Steele

September 13, 2025
September 13, 2025
September 13, 2025
September 13, 2025
September 9, 2026
September 9, 2026
September 9, 2026

Historic Preservation Board

Current Members

Cassandra Sharp
Vacant
Vacant
Angie Hawkins
Carol Johnstone
Tom Powers
Brian McGuire

Expiration of Term

September 11, 2025
September 9, 2027
September 9, 2027
September 10, 2026
September 11, 2025
September 9, 2027
September 11, 2025

Community Improvement Board

Current Members

Laura Spencer Coleman
Kaiden Spurlock
Cole Brunner
Deborah Becker
Paul Kilmartin
Shari Sebastiao
Cassandra Sharp

Expiration of Term

January 23, 2024
January 23, 2024
January 23, 2024
January 23, 2024
November 26, 2024
January 28, 2025
November 25, 2025

Agenda Item # 2023-2060



Resolution No. 1584-23 A Resolution to appoint Mr. John Ellis to the Historic Preservation Board to an unexpired term that expires on September 9, 2027

MEETING DATE

November 7, 2023

PREPARED BY

Molly Turnes, Executive
Assistant / Interim City Clerk

BACKGROUND

SUMMARY

A Resolution to appoint Mr. John Ellis to the Historic Preservation Board to an unexpired term that expires on September 9, 2027

RECOMMENDATION

ATTACHMENTS

1. Res 1584-23 appnt John Ellis to HPB

RESOLUTION NO. 1584-23

A RESOLUTION OF THE CITY OF MILTON, FLORIDA, TO APPOINT MR. JOHN ELLIS TO THE HISTORIC PRESERVATION BOARD TO AN UNEXPIRED TERM THAT EXPIRES ON SEPTEMBER 9, 2027.

NOW, THEREFORE BE IT RESOLVED, by the City of Milton, County of Santa Rosa, and State of Florida:

SECTION 1. That John Ellis is hereby appointed to the Historic Preservation Board for an unexpired term ending September 9, 2027.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council and that all deliberations of this council or any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 286.011 of the Florida Statutes.

SECTION 3. This Resolution shall take effect immediately after passage.

Passed this ____ day of _____, 2023.

By: _____
Heather Lindsay, Mayor

ATTEST:

Interim City Clerk

Agenda Item # 2023-2061



Resolution No. 1585-23 A Resolution to appoint Mrs. Theresa Messick to the Historic Preservation Board to an unexpired term that expires on September 9, 2027

MEETING DATE

November 7, 2023

PREPARED BY

Molly Turnes, Executive
Assistant / Interim City Clerk

BACKGROUND

SUMMARY

A Resolution to appoint Mrs. Theresa Messick to the Historic Preservation Board to an unexpired term that expires on September 9, 2027

RECOMMENDATION

ATTACHMENTS

1. Res 1585-23 appnt Theresa Messick to HPB

RESOLUTION NO. 1585-23

A RESOLUTION OF THE CITY OF MILTON, FLORIDA, TO APPOINT MRS. THERESA MESSICK TO THE HISTORIC PRESERVATION BOARD TO AN UNEXPIRED TERM THAT EXPIRES ON SEPTEMBER 9, 2027.

NOW, THEREFORE BE IT RESOLVED, by the City of Milton, County of Santa Rosa, and State of Florida:

SECTION 1. That Theresa Messick is hereby appointed to the Historic Preservation Board for an unexpired term ending September 9, 2027.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council and that all deliberations of this council or any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 286.011 of the Florida Statutes.

SECTION 3. This Resolution shall take effect immediately after passage.

Passed this ____ day of _____, 2023.

By: _____
Heather Lindsay, Mayor

ATTEST:

Interim City Clerk



Agenda Item # 2023-1901

Local Historic Resource proposed addition to UDC - Sections 11.4 & 11.5

MEETING DATE

November 7, 2023

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

The Historic Preservation Board has evaluated for many months earlier in the year a set of proposed UDC amendments in sections 11.4 and 11.5 that create a process for establishing local historic resources. Local historic resources are any building, property or artifact that may contain historic value in the community and have their own story that is independent from the nationally recognized Milton Historic District. The language proposed would establish a review process by which these historic resources could be evaluated and approved by the Historic Preservation Board and the City Council.

SUMMARY

In order for a resource to be evaluated for consideration, an application must be submitted by the property owner where the resource is located. Upon property owner authorization, these resources could be reviewed by the Historic Preservation Board and the City Council using an established set of criteria to determine if designation is appropriate, and also would be reviewed through the public hearing process established in the proposed language addition. The public comments received by staff about this proposed ordinance can be found at the following link: <https://www.miltonfl.org/DocumentCenter/View/5078/UDC-Update-Public-Comments-as-of-July-18-2023?bidId=>

RECOMMENDATION

Staff recommends review of the proposed UDC addition. The Historic Preservation Board unanimously recommended approval of this language. The Milton Planning Board recommended that the Council deny the addition of this language to the UDC. Council voted 5-2, at the October 19, 2023 Agenda Workshop, to move this item forward to the October 30, 2023 Executive Committee meeting. The Executive Committee voted 4-2 to move this item forward to the City Council.

ATTACHMENTS

1. Local Historic Resource 11.5 082423

11.4 HISTORICAL RESOURCE PROTECTION

A. **Intent.** The intent of this section shall be to:

- (1) Establish a historic preservation board;
- (2) Identify regulated historic structures;
- (3) Set forth requirements for the protection and preservation of regulated structures;
- (4) Define a process for review and appeals; and
- (5) Encourage the listing of additional properties as contributing historic structures.

(6) Authorize the historic preservation board to certify local designation of individual properties (including buildings, structures, sites and objects) as historically significant using the criteria established in Article 11.5 with property owner consent only.

B. **Historic preservation board.**

(1) *Established; membership.*

- a. Composition. The Milton Historic Preservation Board is hereby established by the city council. Any restoration or alteration of regulated historic structures will be presented to the board for review and issuance of a certificate of appropriateness prior to the issuance of a development order or building permit by the development approval authority. The board shall be composed of seven members who are city residents and/or persons who own property within the city, appointed by the city council considering the following:
 - i. A demonstrated interest in historic preservation;
 - ii. A professional mix that provides for expertise in the fields of architecture, planning, engineering, law, or finance, to the extent reasonable and possible; and
 - iii. Representation of the community at-large.

The board shall be provided staff support through the Planning and Development Department for the city.

- b. Terms; vacancies, removal. Members shall be appointed for a term of four years, except in the case of an appointment to fill a vacancy for the four-year period in which event the appointment shall be for the unexpired term only. Any member of the board may be removed from office by the city council in a regular meeting.
- c. Officers. The board shall elect from among its members a chairman and vice-chairman.

(2) *Duties and procedures.*

- a. Purpose. The board shall have as its purpose the preservation and protection of buildings of historic significance. It shall be the board's duty to act upon plans for the alteration, renovation, or restoration of regulated historic structures to ensure conformance with the U.S. Secretary of the Interior's Standards for Rehabilitation. During the review process, the board shall also consider conformance to the development guidelines established for the city historic district.
- b. Plan submission procedure.
 - i. Required. Every application for development approval to alter, renovate, or restore a regulated historic building located in the historic district or buildings listed on the National Register which are located outside the historic district, shall be required to submit plans for the proposed work in sufficient detail to allow for review by the board.

- ii. Plans defined; certificate of appropriateness. Plans for renovations to nonregulated historic properties may, at the owner's election, be submitted for review by the historic preservation board in order to obtain a certificate of appropriateness. As used herein, the term "plans" means drawings or sketches with sufficient elevations to show the architectural design of the building (both before and after the proposed work is done in the case of altering or renovating a building or structure), including proposed materials, textures and colors, and the site plan or site layout, site improvements of features such as walls, walks, terraces, landscaping, that meet the requirements of subsection 11.4(D), accessory buildings, signs, lights and other appurtenances.
 - iii. Board meeting; notice. Such plans shall be submitted to the Planning and Development Department, who will forward such plans to the historic preservation board. Upon submittal of an application for development approval to the Planning and Development Department, the applicant for any proposed development found to be under the jurisdiction of the historic preservation board, shall be notified of the time, date and place of the board's meeting. The applicant or authorized agent is encouraged to appear at the meeting at which the request is being considered by the board to review the alteration, renovation or restoration of the regulated historic structure which is under consideration.
 - c. Review and decision. The board shall promptly review such plans and make a determination as to conformance with the Secretary of Interior's Standards for Rehabilitation.
 - d. Notification; building permit. If the board finds the plans in conformance with the requirements of this section, a certificate of appropriateness will be issued. If the board does not find the plans in conformance, the applicant may resubmit plans to the board with the necessary changes, as specified by the board in its finding of nonconformance.
 - e. Voting. Decisions may be rendered when a quorum is present, by a simple majority of the board members present and voting.
- C. **Standards for rehabilitation of historic structures.** The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Regulated Historic Buildings and the City of Milton's Pattern Book are hereby adopted as review guidelines for the rehabilitation of regulated historic structures located within the city historic district, and those listed at the National Register, but located outside the historic district.
- D. **Supplementary design review regulations.**
- (1) In the historic district, where a characteristic development pattern and distinctive architectural style have already been established, new development shall be planned to reinforce this special character. The early 1900's architectural style is the established theme for the historic district. In issuing land use certificates, the ~~downtown-redevelopment board~~ **Community Redevelopment Agency** shall review development plans, including exterior facades and sign construction and renovation, for conformance with the guidelines established in this section.
 - (2) The adoption of guidelines herein are intended to provide flexibility in the development of property within the district in a manner which balances the interest of the property owner with the public's need for assurance that development will be orderly and aesthetically compatible with neighboring structures and historic resources.
 - (3) Each development proposal within the historic district will be reviewed by the Community Redevelopment Agency and/or the Historic Preservation Board based upon the following guidelines:
 - a. Site planning. The historic character of the district shall be reflected as closely as possible in the site planning of new development. Site planning should also respect the precedents set by other buildings on a block. For example, the placement of new buildings on a lot should correspond to the setbacks, orientation, and spacing of adjacent buildings to ensure maximum consistency and compatibility of the overall streetscape.
 - b. Architecture. The early 1900's architectural theme is hereby established for the city historic district. The scale, height, massing, materials, textures, and colors of new buildings shall be compatible with those of existing structures to which such new construction or renovation is visually related.

Architectural details which are similar to the details of adjacent existing buildings will have a unifying effect and are encouraged.

- c. Landscaping. Landscaping and tree protection within the district shall be regulated in accordance with Article 12. New landscaping should be consistent with the existing landscape character of the district. Courtyard and sidewalk paving material shall be consistent with the neighboring areas. The use of brick as a paving material is encouraged. Walls and fences shall be consistent with the approved fencing materials. Where common or centralized solid waste containers are proposed, such facilities shall be screened with vegetation, fencing or other appropriate materials.
- d. Fences. Subsection 9.3(N) controls.
- e. Signs. Signs in the historic district shall be regulated in accordance with Article 16 and with the following specific requirements, or as otherwise approved by the development approval authority.
 - i. On residential structures, one non-illuminated name plate designating the name of the occupant of the property and other historical information of significance is allowed. The name plate should not be larger than 100 square inches and may be attached to the building or be freestanding.
 - ii. Sign patterns and colors have been established for use in the historic district. Sign patterns shall be colonial design, semi-custom sign patterns, or the equivalent. Sign colors include those specified in subsection D(4) for structures.
 - iii. Portable signs mounted on a trailer-type vehicle, and specifically designed to be temporary in nature are prohibited in the historic district.
 - iv. Within the historic district, signs projecting into or overhanging the public right-of-way are permitted subject to approval by the development approval authority, and are subject to removal on 30 days' notice if the city requires the space for any public purpose. Such signs shall be consistent with other sign criteria for the district and must be of a character and size consistent with the historic theme. Approval shall also be required for the hanging mount.
 - v. If the sign is to project over the state department of transportation's right-of-way (Caroline Street), approval would also be required of that agency prior to city approval.
 - vi. All other criteria will be regulated in accordance with Article 16.
- (4) Exterior structure colors. Historic period colors have been established for buildings in the historic district. These colors include, but are not limited to, Heritage Colors (authentic exterior colors for American buildings (1820-1920 by Sherwin Williams), or equivalent historic period colors by other paint brands.

E. Incentives for preservation.

- (1) Substantial rehabilitation (50 percent or greater of appraised value) of structures in flood zones is normally restricted; however, if a property is listed as significant on the Florida Master Site File, National Register, or by local designation, the restriction does not apply.
- (2) Owners of historic structures may petition the board of adjustment for a special exception for use, regardless of the zoning district. This allows buildings in residential districts to convert to office uses if the board of adjustment determines that the use is not injurious to the character of the neighborhood.
- (3) For designated properties, variances to parking requirements, lot size or other zoning requirements may be requested from the board of adjustment without proving a hardship. It must be shown that the granting of the variance will not injure the public health and safety of the area. Filing these types of petitions usually carries a fee, but this is waived for regulated historic structures.

F. Appeals. Decisions of the historic preservation board may be appealed to the city council, sitting as the community redevelopment agency as provided for in Article 3.

(Ord. No. 1455-17 , § 1, 8-8-2017)

11.5 HISTORICAL AND ARCHAEOLOGICAL RESOURCE PROTECTION – (Conceptual only. Below language has been recommended by the Historic Preservation Board)

A. Intent. It is the intent of this section to provide for the protection of historical and archaeologically significant local sites and resources within the city's jurisdiction. , independent of the Milton Historic District. It is hereby declared that the protection, enhancement and preservation of properties, structures, artifacts, documents, memorabilia, and other physical assets of historical, archaeological, architectural, and/or cultural significance are in the interest of the public health, safety and general welfare of the residents of and visitors to the city. Therefore, this division is intended to:

(1) Effect and accomplish the protection, enhancement, and preservation and study of archaeological sites, properties, structures, improvements, landscape features, artifacts, and other physical assets located within the city which represent distinctive elements of the town's prehistoric, historic, architectural, and/or social character;

(2) Safeguard the city's history, heritage, and unique attributes;

(3) Foster civic pride and respect for the accomplishments of the past; and

(4) Protect and enhance the city's attraction of visitors and support and stimulate the economy from increased tourism.

B. Local Historic site/resource designation procedures.

(1) Purpose and intent. This section provides mechanisms to promote historic preservation in the city by the designation of local historic resources or individual sites, and by the regulation of construction and demolition at local historic sites independent from the Milton Historic District.

(2) Criteria. To qualify as a designated local historic resource or site, the proposed site shall meet one or more of the following criteria:

a. Is associated in a significant way with the life or activities of a major person important in Milton, Santa Rosa County, Florida or national history;

b. Is associated with an historic event with significant effect upon the city, county, state or nation;

c. Is associated in a significant way with a major historic event whether cultural, economic, military or political;

d. Exemplifies the historic, political, cultural or economic trends of the community history;

e. Is associated in a significant way with a past or continuing institution which has contributed to the life of the city;

f. Portrays the environment in an era of history characterized by one or more distinctive architectural styles;

g. Embodies those distinguishing characteristics of an architectural style, period or method of construction;

h. Is an historic or outstanding work of a prominent architect, designer, landscape architect, or builder; or

i. Contains elements of design, detail, material, or craftsmanship of outstanding quality or which represents, in its time, a significant innovation or adaptation to the Northwest Florida environment.

(2) A building, structure, or site, will be deemed to have historic significance if, in addition to, or in the place of previously mentioned criteria, the building, structure, or site meets the historic development standards as defined by and listed in the regulations of and criteria for the National Register of Historic Places.

(3) Properties not generally considered eligible for designation include cemeteries, birthplaces or graves of historic figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, buildings or sites primarily commemorative in nature, reconstructed historic buildings, and properties that have achieved significance less than 50 years prior to the date the property is proposed for designation. However, such properties will qualify if they fall within one or more of the following categories:

- a. A religious property deriving primary significance from architectural or artistic distinction of historic importance.
- b. A building or structure removed from its location but which is primarily significant for architectural value, or is the surviving structure most importantly associated with an historic event or person.
- c. A birthplace or grave of an historic figure of outstanding importance if there is no other appropriate site or building directly associated with his productive life.
- d. A cemetery which derives its primary significance from graves of persons of transcendent importance, from age, distinctive design features, or from association with historic events.
- e. A property primarily commemorative in nature if design, age, tradition or symbolic value have invested it with its own historic significance.
- f. A building, structure, site or district achieving significance less than 50 years from the date it is proposed for designation if it is of exceptional historic importance.

C. Application for historic site/resource designation.

(1) Applications for historic or archaeological site status for privately-owned property may be initiated by only the property owner of a site. Application for historic or archaeological site status for public property may be initiated by the applicable property owner only.

(2) By resolution of the city council, a fee shall be established and may be amended to cover the city's actual costs of reviewing and processing applications for historic designation. In addition, an application may require that funds be deposited in an escrow account to cover fees for consultants which may be hired by the department when needed to evaluate the eligibility of a property.

(3) Upon receipt of an application, the department shall conduct a preliminary evaluation of the application to determine whether or not the department has sufficient information to process the application and shall send a copy of the application by certified mail to the property owners of record. The department shall make the determination that an application is sufficient within 15 days working days of receipt of an application. If the application is not sufficient to process, the department shall specify what additional information is necessary.

(4) When an application is sufficient, the department shall prepare a designation report for consideration by the Historic Preservation Board which shall contain the following information:

- a. Proposed legal boundaries of the local historic resource or archaeological site;
- b. An analysis of the historic or archaeological significance of the nominated property;
- c. For those public buildings which have public access, an analysis of interiors with features of exceptional architectural, aesthetic, artistic or historic significance;
- d. Any proposed specific land development regulations;
- e. Any conditions beyond the standards contained in the Unified Development Code or conditions based on the development standards for historic sites.

D. Public hearings required for local historic site/resource designation.

(1) After the department prepares the designation report, the board shall conduct a public hearing to evaluate and receive comments regarding the application. For each proposed designation of an individual site, and except as otherwise provided herein, the board is required to obtain the approval of the owner of the property proposed for designation, by providing information on the benefits of designation.

(2) The department shall, by certified mail at least 15 calendar days prior to the public hearing, mail a copy of the designation report and a notice of public hearing to the property owner of record as determined by the most current Santa Rosa County property tax rolls then available. Refusal to accept this notice of public hearing shall not invalidate the hearing. Notice shall also be provided by publishing a copy thereof on the Santa Rosa County website or in a newspaper of general circulation within the city at least ten calendar days prior to the date of the hearing. All interested parties shall be given an opportunity to be heard at the public hearing.

(3) Upon the mailing of the designation report to the property owners, the city shall cease issuing permits for any new construction, alteration, relocation or demolition of the property which is the subject of a proposed designation. No permits shall be issued by the city until after the city council approves or denies the nomination for historic site status, or the application is withdrawn by the person or entity who has initiated the application.

(4) After the close of the public hearing, but no later than 45 calendar days following the close of the public hearing, the Historic Preservation Board shall vote at a public hearing and make its recommendation to the city council on the designation.

(5) The city council shall thereafter hold a public hearing following the same notice requirements set forth in subsection (d)(2) of this section.

(6) At its public hearing, the city council shall consider the application, all relevant support materials, the designation report, the recommendations of the Historic Preservation Board and the criteria for designation, and may, at the conclusion of the hearing, adopt a resolution approving, approving with conditions, or denying the historic site designation. For property not owned by a governmental entity, a supermajority vote of the city council is required for designation. For single-family homes, the approval of the property owner is required for designation.

(7) Amendment or rescission. The city may amend or rescind any designation provided it complies with the same notice and public hearing requirements and other procedures used in approving the original designation.

- E. Requirement for construction activity.** In the event that a proposed development plan has been identified by the Planning and Development Department to be in the vicinity of an archaeologically significant site, the department shall require the owner to alert construction personnel in regards to this information. If at any time, a potentially significant archaeological site or artifact is uncovered during the development process, the owner shall notify the city. The city shall contact and consult with the University of West Florida, Office of Cultural and Archaeological Research and/or other appropriate state officials to determine the significance of the resource and identify the need for mitigation measures.



Agenda Item # 2023-2026

KSRB Butterfly House Vivarium Project - Stormwater Request

MEETING DATE

November 7, 2023

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

Since March of 2022, staff has been working with representatives of Keep Santa Rosa Beautiful pertaining to the construction of a new vivarium to accompany the Butterfly House facility at 4966 Henry Street. This project is nearing completion, but stormwater issues remain based upon staff's review of the original plans that proposed a stormwater pond to be constructed as a part of this development.

SUMMARY

When this project was approved in March 2022, the applicant was authorized to move forward with the construction of the vivarium provided that the stormwater pond was to be constructed at the same time. Since that time, the applicant has modified the stormwater plans to remove the proposed pond and request a waiver from the City's stormwater management requirements as shown in the attached letter from Mr. Kifayat Khan, PE. Upon review of the modified plans, the city's stormwater engineer has indicated that the project is not eligible for a waiver. The first drawing attached to this item shows the original site layout with the proposed stormwater pond, and the second drawing shows the modified site layout with the removed stormwater pond, and applies to the waiver request. Also attached is the recommendation from the city engineer, Ken Horne, to the stormwater waiver request. The final attachment is an email from Terry Wells of the NWFWM regarding the vivarium project. Because this project does not qualify for a stormwater waiver, staff is unable at this time to authorize the release of a final certificate of occupancy for the vivarium building. Since this project was last reviewed by the City Council on October 10th, ongoing discussions with the County have resulted in the inability to issue a temporary C.O. for a 24 month period. Therefore, this item is being re-introduced to the City Council for further direction. The email outlining Council options is attached. The Council voted to recommend the amendment to their original temporary C.O. authorization on October 19th; now formal council approval of this amendment is needed for staff to move forward with providing the temporary C.O. approval to Santa Rosa County.

RECOMMENDATION

Staff awaits council direction.

ATTACHMENTS

1. City document9112023

2. Ken Horne Butterfly Recommendation
3. NWFWMD Wells Email
4. Scott Collins Email to Council



SUN ENGINEERING & CONSTRUCTION MANAGEMENT CORPORATION

1410 Glenmore Dr., Cantonment, FL. 32533

O: (850) 623-2232 M: (850) 525-6612

Email: kkhan@secmcorp.com

Mr. Tim Milstead (Planning Director)

Date: September 11, 2023

City of Milton P & D Department.

6738 Dixon St.

Milton, FL. 32570

Reference: Butterfly House Phase 1 development. Pond Waiver Request.
4966 Henry St., Milton, FL 32570

Dear Milstead,

Due to the funding issues, the Butterfly House cannot complete the project. To generate Funding, the client is requesting get Certificate of Occupancy (CO) for the vivarium which has been completed. I have visited the site on July 27, 2023 and August 29, 2023 to observe any erosion. On August 29, 2023, it was raining and no runoff was noticed from the vivarium. Significant runoff was observed from Henry Road flowing toward vivarium located to the east of the Henry Road. Due to tiered walls around the vivarium runoff has been prevented flowing to other area of the property. In my professional opinion the pond requirement should be waived for vivarium due to the following reasons.

1. Insignificant runoff & sedimentation to surrounding areas.
2. Insignificant contribution to the degradation of the water quality
3. Insignificant adverse impact on a wetland, watercourse or water body.
4. NFWFMD (email) copy is attached.

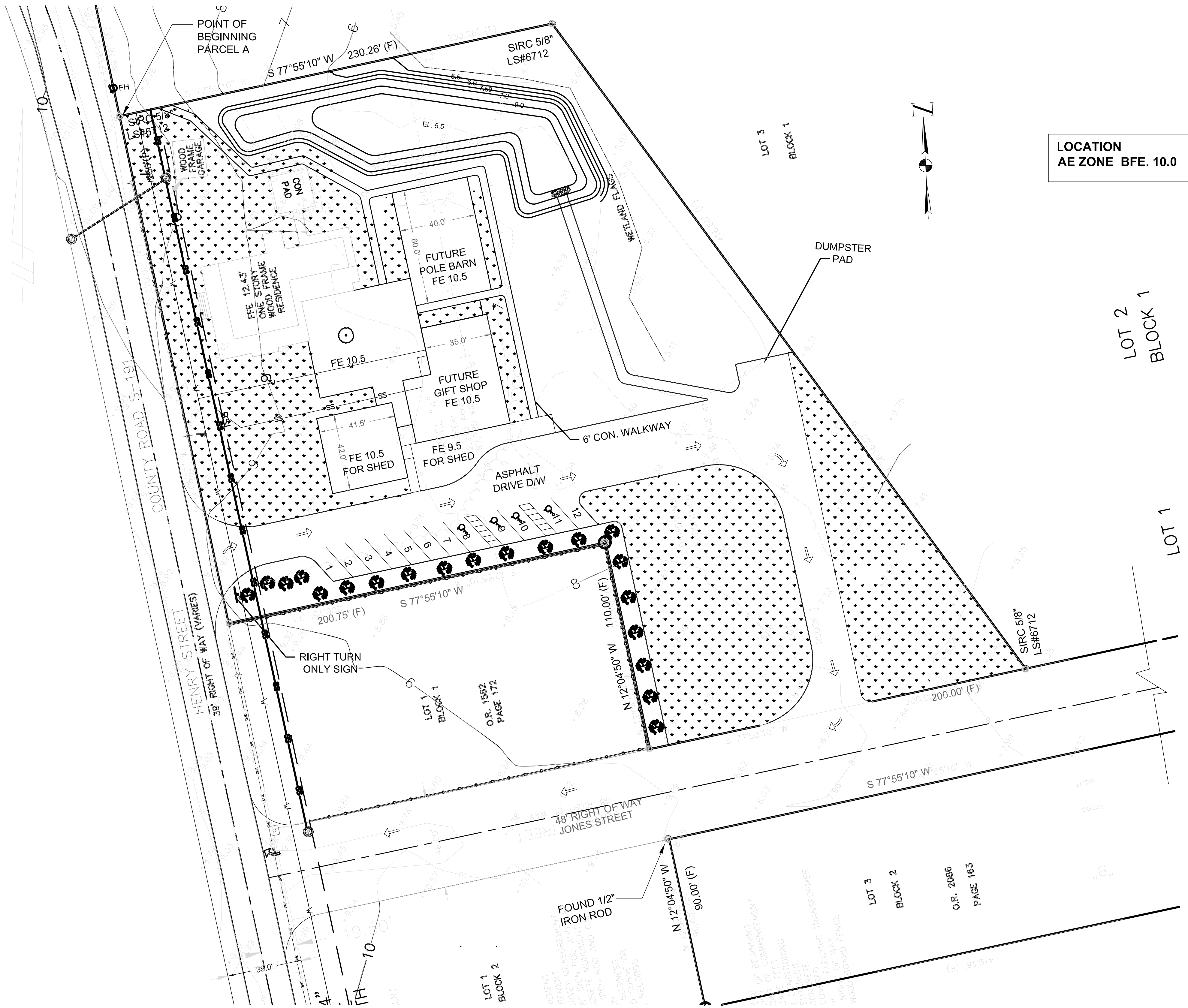
It is understood that prior to additional development, the retention pond must be built on the site according to the approved plans. Thank you very much for your consideration and I hope to receive a positive response.

Sincerely,

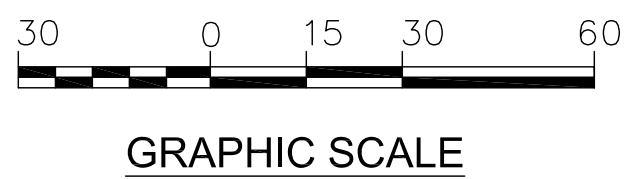
Kifayat Khan, PE

FL. PE # 61293





PROPOSED SITE PLAN
SCALE 1"=30'



GRAPHIC SCALE

LOCATION
AE ZONE BFE. 10.0

GENERAL NOTES:

1. ALL TRAFFIC CONTROL SIGNS AND MARKINGS WILL CONFORM WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCO), FHWA, LATEST EDITION.
2. THE CONTRACTOR SHALL NOTIFY FDOT 48 HOURS IN ADVANCE PRIOR TO INITIATING ANY WORK IN THE STATE RIGHT-OF-WAY.
3. ALL RESTORED ROADSIDE DITCHES SHOULD BE 6' FROM EDGE OF PAVEMENT AND TOP OF DITCH WHENEVER POSSIBLE AND MAXIMUM OF 3' DEEP WHENEVER
4. WORK WITHIN OR ADJACENT TO R/W SHALL REPAIR / RESTORE EXISTING DRAINAGE SWALES AS NEEDED TO ENSURE ADEQUATE DRAINAGE.
5. R/W SHOULDER STABILIZATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.
6. DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE CONTRACTOR PRIOR TO FINAL AS-BUILT SIGN OFF FROM THE COUNTY.
7. PAVE TURNOUT (1" FC-9.5) & RESURFACE EXISTING DRIVEWAY PER FDOT SPECIFICATION BEFORE MARKING. ALL NEW PAVING & RESURFACING SHALL BE PER FDOT SPECIFICATION UNLESS NOTED OTHERWISE.
8. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, FEDERAL AND LOCAL CODES AND ALL NECESSARY LICENSES & PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE OWNER.
9. CONTRACTOR SHALL VISIT JOB SITE BEFORE SUBMITTING BID & ACCEPTING PROJECT.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION & ELEVATION OF OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE PRIOR DIGGING WITHIN R/W.
11. NO DEVIATIONS OR PREVISIONS FROM THESE PLANS BY CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER & REGULATORY AGENCIES.
12. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER & MULCH, HYDROSEED AND /OR SOD.
13. CONTRACTOR SHALL PROVIDE "AS BUILT" DRAWINGS TO COUNTY FOR VERIFICATION AND APPROVAL ONE WEEK PRIOR TO FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY. AS BUILT WILL NOT ACCEPTED UNLESS SIGNED AND SEALED BY REGISTERED FLORIDA PROFESSIONAL ENGINEER.
14. ALL ASPECTS OF THE STORM WATER/DRAINAGE AND TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
15. CONTRACTOR SHALL PROPERLY INSTALL AND MAINTAIN SEDIMENTATION CONTROL MEASURES ON SITE PRIOR TO CONSTRUCTION. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
16. RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETED PRIOR TO ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL CONTROL STORM WATER DURING ALL PHASES OF CONSTRUCTION AND MUST TAKE ADEQUATE MEASURE TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS.
17. DEVELOPER/CONTRACTOR SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT, AND STABILIZE RETENTION/DETENTION POND(S) AT THE END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED PRIOR TO REQUEST FOR INSPECTION.
18. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURE, TOPO OF POND(S) OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS GRADING ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION.
19. THE OWNER OR HIS AGENT SHALL ARRANGE/ SCHEDULE WITH THE CITY/COUNTY FOR A FINAL OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTION. AS BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.

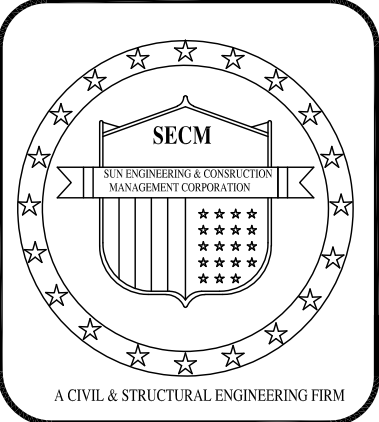
PARKING REQUIREMENTS	
REQUIRED	TOTAL AREA = 3000 SF
3 PER 1000	3X3 = 9+1 HC = 10
PROVIDED	8 + 4 HC = 12

* INCASE OF OVERFLOW OPEN SPACE HAS BEEN PROVIDED



R2
ISSUED FOR PERMIT
DATED 3/29/2021

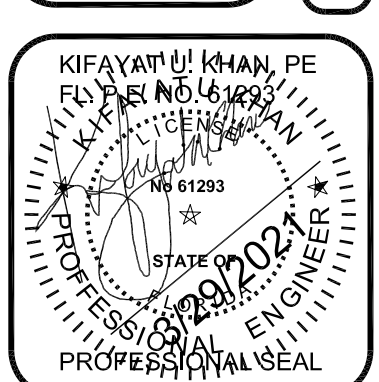
R1
ISSUED FOR PERMIT
DATED 2/15/2021



ISSUE	DESCRIPTION	DATE
R1	REDESIGN POND	2/15/21
R2	FIRE CHIEF COMMENTS	3/29/21
REVISIONS		

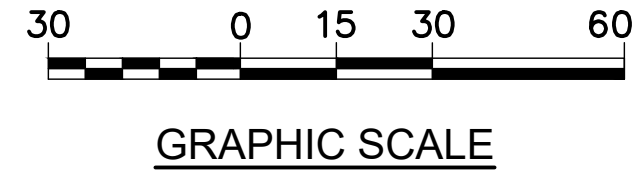
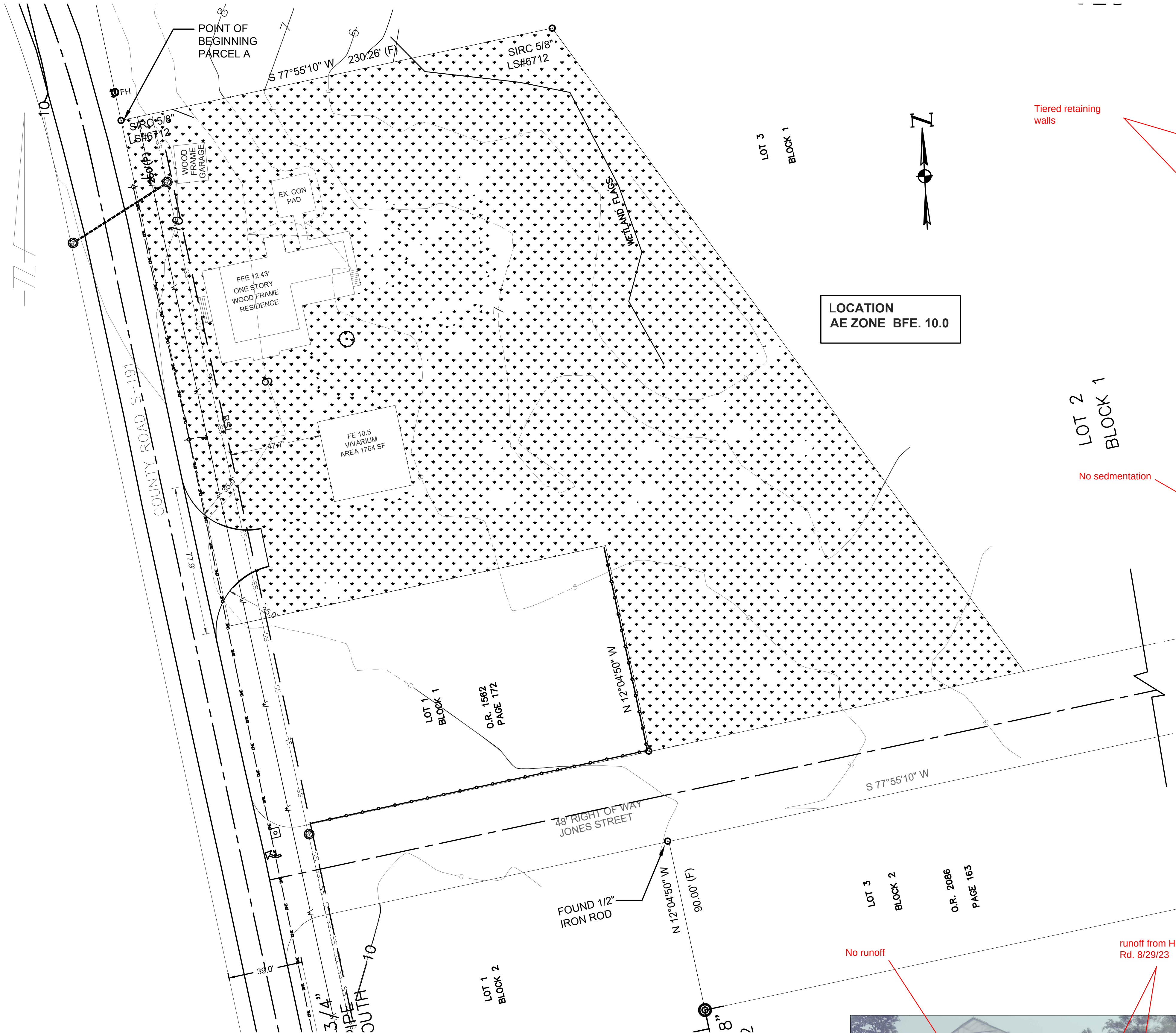
PROJECT NAME: PANHANDLE BUTTERFLY HOUSE	4966 HENRY ST.
& LOCATION: MILTON, FL 32570	SANTA ROSA
COUNTY:	

SUN ENGINEERING & CONSTRUCTION MANAGEMENT CORP.	CIVIL & STRUCTURAL ENGINEERING FIRM
AUTHORIZATION NO: 26042	6732 CEDAR RIDGE CIRCLE, MILTON, FL 32570
PHONE: (850) 623-2232	CELL: (850) 525-6612
EMAIL: KKHAN@SECMCORP.COM	



DATE: 9-10-2020
PROJ. NO. F20-22

DRAWING NO. C2
PROPOSED SITE
PLAN



PROPOSED PHASE 1 SITE PLAN
SCALE 1"=30'

LOCATION
AE ZONE BFE. 10.0



No runoff



Tiered retaining walls



LOT 2
BLOCK 1

No sedimentation



Runoff from adjacent property

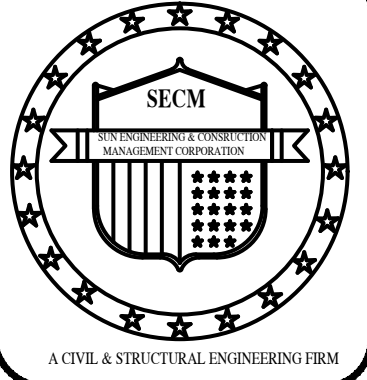


GENERAL NOTES:

- 1. PICTURES WERE TAKEN ON 7/28/2023 DURING THE SITE VISIT. THE WEATHER WAS CLEAR.
- 2. PICTURE WAS TAKEN ON 8/29/2023 DURING RAIN OF THE SITE VISIT.



PHASE 1
CONSTRUCTION
DATED 7/27/2023



ISSUE	DESCRIPTION	DATE

PROJECT NAME: PANHANDLE BUTTERFLY HOUSE
4966 HENRY ST.
MILTON, FL. 32570
COUNTY: SANTA ROSA
CHECKED BY: KK

SUN ENGINEERING & CONSTRUCTION MANAGEMENT CORP.
CIVIL & STRUCTURAL ENGINEERING FIRM
AUTHORIZATION NO: 26042
6732 CEDAR RIDGE CIRCLE, MILTON, FL. 32570
PHONE: (850) 623-2232 CELL: (850) 525-6612
E-MAIL: KKHAN@SECMCORP.COM
DRAWN BY: KK



DATE: 9-10-2020
PROJ. NO. F20-22

DRAWING NO.

Kifayat Khan, PE

From: Duc Le <Duc.Le@nwfwater.com>
Sent: Wednesday, September 6, 2023 10:00 AM
To: kkhan@secmcorp.com
Cc: Dana Palermo
Subject: Re: Butterfly Project.

Good Morning Mr. Khan,

Since it appears Phase 1 consisting of the construction for the Vivarium only, it appears that proposed activities of Phase 1 are under permitting thresholds in accordance with Rule 62-330.020, F.A.C. Therefore, no permit is required at the State level at this time for Phase 1.

When enough funding has been secured for Phase 2, the remaining development will require an Environmental Resource Permit to be permitted by the NFWFMD for the entire project site.

If you have any additional questions, please let us know.

Respectfully,

Duke N. Le, E.I. / Engineer II
Northwest Florida Water Management District (NFWFMD)
Direct: 850.951.4670 – DeFuniak Springs Field Office

From: Dana Palermo <Dana.Palermo@nwfwater.com>
Sent: Monday, September 4, 2023 4:35 PM
To: Duc Le <Duc.Le@nwfwater.com>
Subject: Fwd: Butterfly Project.

Dana R. Palermo, P.E.
Chief, Bureau of Environmental Resource Permitting

From: Kifayat Khan, PE <kkhan@secmcorp.com>
Sent: Monday, September 4, 2023 4:34:55 PM
To: Dana Palermo <Dana.Palermo@nwfwater.com>
Subject: Butterfly Project.

Dana,

Hope you are doing well. The Butterfly project is running into issues due to funding. Please review attached letter and modified plan. The city will have no objection to the client request after blessing from your office. Acknowledgment is appreciated.

Regards,



Kifayat Khan, PE (Principal)

Tel: 850-623-2232

Cell: 850-525-6612

(A known firm for services excellency)

www.secmcorp.com

Tim Milstead

From: Ken Horne <ken@kh-a.com>
Sent: Friday, September 22, 2023 12:08 PM
To: Tim Milstead
Subject: Re: FW: Butterfly request.
Attachments: image003.jpg

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

While the request does not qualify for a "waiver" from your LDC as it is written (see snip from the LDC provided below), I have no objection to the City allowing the Owner to defer the completion of their stormwater plan until the Phase 2 portion of their project is implemented.

I would recommend communicating to them that any adverse runoff-related impact to wetlands, waterbody, or neighboring property realized from their work completed to-date would negate the deferral and necessitate the completion of the full plan within 180 days.

c. Waivers of the stormwater management plan submission or requirements shall **only apply to those developments, which limit the increase in impervious surfaces to 500 square feet or less** and those that limit increases to 1,000 square feet or less of pervious surfaces. If a waiver is provided, the owner assumes the engineer's responsibility.

Ken

Kenneth Horne & Associates, Inc.
7201 North Ninth Avenue, Suite 6
Pensacola, FL 32504
850-471-9005 P
850-471-0093 F

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On Tue, Sep 19, 2023 at 12:51 PM Tim Milstead <tmilstead@miltonfl.org> wrote:

Ken

Attached is a modified request for the stormwater portion of Keep Santa Rosa Beautiful's Vivarium project. They are requesting a stormwater waiver, and have provided the attached documentation to support the request. I'll give you the chance to take a look at the request, and will try to call in a day or two to discuss further. Thanks!

Tim Milstead

From: Bob <bobsautoshop2@gmail.com>
Sent: Thursday, October 5, 2023 11:40 AM
To: Tim Milstead
Subject: Fwd: FW: 62-330
Attachments: 62-330.doc

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----- Forwarded message -----

From: **Terry Wells** <Terry.Wells@nwfwater.com>
Date: Mon, Oct 2, 2023 at 3:29 PM
Subject: FW: 62-330
To: bobsautoshop2@gmail.com <bobsautoshop2@gmail.com>

Afternoon Bob,

Per our conversation and looking at the design the vivarium, without any additional impervious area, would be exempt from the stormwater requirements. Please refer to the attached Rule 62-330.020, F.A.C - Regulated Activities.

Regards,

Terry Wells

Deputy Director-Environmental Resource Permitting.

Tim Milstead

From: Scott Collins
Sent: Thursday, October 12, 2023 5:32 PM
To: Heather Lindsay; Mike Cusack; Marilyn Farrow; Gavin Hawthorne; Jason Vance; Casey Powell; Jeff Snow; Roxanne Meiss; Matt Jarrett
Cc: aandrade@mhw-law.com; Tim Milstead
Subject: KSRB Property Temporary Certificate of Occupancy

Mayor and Council Members,

You may recall that at Tuesday's city council meeting a Resolution was approved that the city is agreeable to the issuance of a twenty-four (24) month temporary certificate of occupancy for the KSRB property / Butterfly House site.

In working to complete that project the city has been in conversation with the Santa Rosa County building department. A primary point of discussion with the county is that the county rarely issues temporary certificates that are longer than ninety (90) days. Additionally, six months (180 days) is the longest temporary certificate issued and that length is the exception. The county also does not, or at best very rarely, rescind(s) permanent certificates of occupancy.

Knowing this, there appears to be two (2) reasonable paths forward for this project:

1. At the next city council meeting amend the temporary certificate term from twenty-four (24) months to six (6) months and ask the county to grant the temporary certificate for six months. If this is done KSRB will have to complete all required site improvements within six (6) months. The city would then ask the county to issue the permanent certificate upon the completion of all required site improvements, not to exceed the six (6) month temporary certificate term.
2. At the next city council meeting waive the site improvement requirements and agree to the issuance of the permanent certificate with the site in its current condition. I believe that the council has within its authority the ability to take this action. The weakness, however, is that the city will have very little if any recourse in the future if the site improvements aren't completed.

All of this can be explored in more detail at next week's workshop. That said, as of this email the paths forward outlined here fairly sum up the remedies available for this project.

If anyone has questions please "reply all" to this email and the staff or I will do the same with any responses. I look forward to helping however possible to get this matter resolved.

Respectfully,

Scott