

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Wednesday, September 10, 2025
81 Water Management Drive
Havana, FL 32333**

1. Opening Ceremonies

Called to order at 4:06 p.m.

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

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

Absent: None.

2. Special Thanks and Recognition

None.

3. Public Comment

None.

4. Changes to the Agenda

Item 5 was withdrawn from the agenda.

5. ~~Nomination and Election of Board Position~~

6. Consideration of the following Items Collectively by Consent:

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

A. Approval of the Minutes for August 13, 2025

Approve the Minutes for the August 13, 2025, Governing Board meeting.

B. Approval of the Financial Reports for the Month of July 2025

Approve the Financial Reports for the Month of July 2025.

C. Consideration of ITB 25B-009 for Central Region Recreation Site Cleanup and Maintenance Services

Approve the lowest bid received in response to Invitation to Bid 25B-009 for Central Region Recreation Site Cleanup and Maintenance Services and authorize the Executive Director to enter into a three-year agreement with MD of the Emerald Coast, in an amount up to \$198,177.75, subject to annual budget approval and legal counsel review.

D. Consideration of Joint Funding Agreement with the USGS for Streamflow Monitoring in FY 2025-26

Authorize the Executive Director to execute a Joint Funding Agreement with the U.S. Geological Survey for continued monitoring at up to seven streamflow monitoring stations and the Spring Creek Spring Group at a not to exceed cost of \$68,140 for Fiscal Year 2025-26, subject to legal counsel review.

7. Consideration of the Report on Properties Reviewed by Land Management Review Teams

MOTIONED BY JERRY PATE, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD ACCEPT AND APPROVE THE MEMO AND THE AVAILABLE REPORT ON THE WEST REGION LAND MANAGEMENT PLAN REVIEWS AS THE REPORT ON LAND MANAGEMENT REVIEW TEAM FINDINGS FOR FY 2024-25. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Fiscal Year 2025-26 Strategic Plan

MOTIONED BY JERRY PATE, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE THE FISCAL YEAR 2025-26 UPDATE TO THE DISTRICT STRATEGIC PLAN AND AUTHORIZE THE EXECUTIVE DIRECTOR TO FINALIZE THE PLAN PENDING ANY COMMENTS FROM THE PUBLIC AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Northwest Florida Watersheds Partnership Program

Informational purposes only.

10. Legal Counsel Report

Breck Brannen provided a status update on the lawsuit listed below.

Northwest Florida Water Management District v. Kenneth Sadler and Mildred Sadler, husband and wife

11. Executive Director Report

Meeting was adjourned at 4:38 p.m.

12. Public Hearing on Consideration of Fiscal Year 2025-26 Tentative Millage Rate and Tentative Budget

Called to order at 5:06 p.m.

MOTIONED BY JERRY PATE, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD ADOPT THE PROPOSED MILLAGE RATE OF 0.0207 OF A MILL FOR FISCAL YEAR 2025-2026 AND AUTHORIZE STAFF TO PRESENT IT FOR FINAL ADOPTION AT THE PUBLIC HEARING ON THE BUDGET TO BE HELD ON SEPTEMBER 24, 2025, AT THE GULF COAST STATE COLLEGE IN PANAMA CITY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

MOTIONED BY TED EVERETT, SECONDED BY JERRY PATE, THAT THE GOVERNING BOARD ADOPT THE DISTRICT'S TENTATIVE BUDGET FOR FISCAL YEAR 2025-2026 PRESENTED TODAY AND AUTHORIZE STAFF TO PRESENT THIS BUDGET FOR FINAL ADOPTION AT THE SECOND PUBLIC HEARING ON THE BUDGET TO BE HELD ON SEPTEMBER 24, 2025, AT THE GULF COAST STATE COLLEGE IN PANAMA CITY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Meeting was adjourned at 5:12 p.m.

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Wednesday, September 24, 2025
5230 West Highway 98
Panama City, Florida 32401**

1. Opening Ceremonies

Called to order at 5:05 p.m.

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

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

Absent: None.

2. Changes to the Agenda

None.

3. Adoption of the Millage Rate and Budget for Fiscal Year 2025-2026

MOTIONED BY KELLIE RALSTON, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE THE AD VALOREM TAX MILLAGE RATE OF 0.0207 OF A MILL FOR FISCAL YEAR 2025-2026 BY ADOPTION OF RESOLUTION NUMBER 957. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

MOTIONED BY NICK PATRONIS, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE RESOLUTION NUMBER 958 ADOPTING THE FISCAL YEAR 2025-2026 BUDGET AS PRESENTED IN THE BOARD MEETING MATERIALS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Meeting was adjourned at 5:11 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending August 31, 2025

Balance Forward - Operating Funds	\$	37,304,945.99
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Operating Funds Received in current month:

Revenue Receipts, Current	\$	202,042.84	
Contracts Receivable		4,129,010.37	
Other Deposits/Refunds/Adjustments		9,555.67	
Transfers from Lands Accounts		45,642.98	
Total Deposits during month		4,386,251.86	

Total Deposits and Balance Forward	\$	41,691,197.85
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Disbursements:

Employee Salaries		524,636.31	
Employee Benefits		290,338.75	
Employee Flexible Spending Account		0.00	
Contractual Services (Professional)		173,008.87	
Operating Expenses - Services		105,390.91	
Operating Expenses - Commodities		74,385.98	
Operating Capital Outlay		85,054.54	
Grants and Aids		767,065.09	
Total Operating Expenses during month		2,019,880.45	
Payables, Prior Year		0.00	
Other Disbursements or (Credits)		14,622.68	

Total Funds Disbursed by check during month		2,034,503.13	
Bank Debits (Fees, Deposit Slips, AMEX fees, etc.)		0.00	
Transfer to Land Acquisition Account		0.00	

Total Funds Disbursed		2,034,503.13
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Cash Balance Operating Funds at month end	\$	39,656,694.72
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Operating Depositories:

Petty Cash Fund		250.25	
General Fund Checking		4,082,020.28	
Payroll Account		6,036.80	
Passthrough (EFT) Account		0.00	
Investment Accounts @ 4.44%			
General Fund		15,329,182.88	
Lands Fee Fund		3,553,483.88	
Ecosystem TF		0.00	
Water Prot. & Sust. Program TF		0.00	
Okaloosa Regional Reuse		105,739.36	
Mitigation Fund		16,579,981.27	

Total Operating Depositories at month end	\$	39,656,694.72
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NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending August 31, 2025

Land Acquisition Funds:

Fla. Board of Administration @ 4.44%	\$ 203,712.73	
Total Land Acquisition Funds		203,712.73

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 4.44%	0.00	
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Fla. Board of Administration Cypress Springs R&M Account @ 4.44%	<u>886,501.33</u>	
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Total Restricted Land Management Funds		<u>886,501.33</u>
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Total Land Acquisition, and Restricted Management Funds		<u>1,090,214.06</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 1,090,214.06</u></u>
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Approved: _____
Chairman or Executive Director

Date: _____ October 8, 2025

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending August 31, 2025
(Unaudited)

	Current Budget	Actuals Through 8/31/2025	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 4,025,000	\$ 3,926,191	\$ (98,809)	98%
Intergovernmental Revenues	102,271,467	23,862,208	(78,409,259)	23%
Interest on Invested Funds	96,250	1,419,209	1,322,959	1475%
License and Permit Fees	655,000	577,821	(77,179)	88%
Other	1,159,363	416,450	(742,913)	36%
Fund Balance	35,461,298		(35,461,298)	0%
Total Sources	\$ 143,668,378	\$ 30,201,879	\$ (113,466,499)	21%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 9,213,763	\$ 5,270,280	\$ 1,561,595	\$ 2,381,887	57%	74%
Acquisition, Restoration and Public Works	85,845,195	12,509,496	20,679,912	52,655,787	15%	39%
Operation and Maintenance of Lands and Works	10,462,419	7,516,230	737,143	2,209,046	72%	79%
Regulation	4,833,522	3,421,847	139,358	1,272,317	71%	74%
Outreach	165,926	132,856	-	33,070	80%	80%
Management and Administration	3,149,707	2,281,433	34,818	833,456	72%	74%
Total Uses	\$ 113,670,532	\$ 31,132,142	\$ 23,152,827	\$ 59,385,563	27%	48%
Reserves	29,997,846			29,997,846	0%	0%
Total Uses and Reserves	\$ 143,668,378	\$ 31,132,142	\$ 23,152,827	\$ 89,383,409	22%	38%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

This unaudited financial statement is prepared as of August 31, 2025, and covers the interim period since the most recent audited financial statements.

CHECKS	08/01/2025	\$	53,483.34
ACH TRANSFERS	08/01/2025		146,202.56
DIRECT DISBURSEMENTS	08/01/2025		80,656.63
RETIREMENT	08/07/2025		107,841.15
CHECKS	08/08/2025		108,429.74
ACH TRANSFERS	08/08/2025		47,472.99
CHECKS	08/15/2025		665,359.83
ACH TRANSFERS	08/15/2025		54,313.76
DIRECT DISBURSEMENTS	08/15/2025		1,280.00
CHECK	08/22/2025		32,012.75
ACH TRANSFERS	08/22/2025		107,897.65
DIRECT DISBURSEMENTS	08/22/2025		17,596.78
CHECKS	08/29/2025		12,649.12
ACH TRANSFERS	08/29/2025		57,824.35

October 8, 2025
Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
95	AT&T	8/1/2025	400.10	PHONE SERVICE EFO
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	8/1/2025	765.36	BCBS MEDICARE
5131	CITY OF DEFUNIAK SPRINGS	8/1/2025	245.47	CITY OF DEFUNIAK SPRINGS WATER/SEWER
4748	EAST MILTON WATER SYSTEM	8/1/2025	27.83	WATER MILTON OFFICE
4518	ENGINEERED COOLING SERVICES, INC.	8/1/2025	230.00	RUNNING PO FOR HVAC REPAIRS AT HQ
5900	FLOYD W NELSON	8/1/2025	2,520.00	REC SITE MAINTENANCE
5900	FLOYD W NELSON	8/1/2025	2,520.00	REC SITE MAINTENANCE
916	FPL NORTHWEST FLORIDA	8/1/2025	699.97	DEFUNIAK ELECTRIC
391	GADSDEN COUNTY TAX COLLECTOR	8/1/2025	66.20	TAG/REGISTRATION FOR 2025 LANDS DUMP TRAILERS
3713	PRINCIPAL LIFE INSURANCE COMPANY	8/1/2025	9,773.76	LIFE, DENTAL, VISION STD INSURANCE
5011	SERVICE PLUS OFFICE MACHINES, INC.	8/1/2025	135.00	MAINTENANCE CARTRIDGE FOR GIS PLOTTER
5765	SMYRNA READY MIX CONCRETE LLC	8/1/2025	1,800.00	CONCRETE FOR BOAT RAMP REPAIRS - WHITE OAK LANDING
4557	VERIZON WIRELESS	8/1/2025	1,297.77	CELL PHONES AND JET PACKS
4626	WASTE PRO OF FLORIDA, INC	8/1/2025	212.74	SOLID WASTE HQ
4626	WASTE PRO OF FLORIDA, INC	8/1/2025	429.14	DUMPSTER FOR ECONFINA OFFICE AND CANOE LAUNCH
5612	WETLAND SOLUTIONS, INC.	8/1/2025	11,326.00	HYDROLOGIC & WATER QUALITY DAT
5612	WETLAND SOLUTIONS, INC.	8/1/2025	21,034.00	HYDROLOGIC & WATER QUALITY DAT
TOTAL CHECKS			\$ 53,483.34	
3293	ANGUS G. ANDREWS, JR.	8/1/2025	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
1617	CAPITAL HEALTH PLAN	8/1/2025	86,410.83	chp medical
2241	DEPT. OF THE INTERIOR - USGS	8/1/2025	35,125.00	JOINT FUNDING AGREEMENT-0023
2702	FISH AND WILDLIFE	8/1/2025	1,101.17	LAW ENFORCEMENT AND SECURITY O
2702	FISH AND WILDLIFE	8/1/2025	6,527.12	LAW ENFORCEMENT AND SECURITY O
3002	FLORIDA STATE UNIVERSITY	8/1/2025	743.54	OFFSITE DATA STORAGE
4952	LAW, REDD, CRONA & MUNROE, P.A.	8/1/2025	3,217.50	INSPECTOR GENERAL SERVICES AGREEMENT 18-051
252	ECB PUBLISHING INC	8/1/2025	74.50	LEGAL AD - WATER USE PERMITS
6065	OFF DUTY MANAGEMENT INC	8/1/2025	1,451.52	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
5947	PREVENTIA SECURITY LLC	8/1/2025	75.00	DEFUNIAK OFFICE FIRE/ALARM
3104	SOUTHERN WATER SERVICES, LLC	8/1/2025	275.00	QUARTERLY SAMPLING FOR ECONFINA FIELD OFFICE
3454	USDA, APHIS, WILDLIFE SERVICES	8/1/2025	2,933.58	AGREEMENT FOR NUISANCE WILDLIF
5218	WAGeworks, INC.	8/1/2025	142.80	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
TOTAL ACH DISBURSEMENTS			\$ 146,202.56	
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	8/1/2025	2,073.25	BCBS RETIREE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	8/1/2025	996.77	BCBS RETIREE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	8/1/2025	77,586.61	BCBS MEDICAL
TOTAL DIRECT DISBURSEMENTS			\$ 80,656.63	
TOTAL AP			\$ 280,342.53	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5502	CODY ALAN ALFORD	8/8/2025	61,470.74	AG COST-SHARE CONSERVATION EQU
3619	AT&T MOBILITY	8/8/2025	24.31	WIRELESS
45	DMS	8/8/2025	48.00	PAID PARKING SERVICE FOR OED
6022	FL DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	8/8/2025	17,781.25	AGREEMENT FOR OPERATION OF MOB
5900	FLOYD W NELSON	8/8/2025	2,100.00	HAZARDOUS TREE REMOVAL
5900	FLOYD W NELSON	8/8/2025	2,520.00	REC SITE MAINTENANCE
6107	MOMSHE'S CLEANERS LLC	8/8/2025	1,099.00	JANITORIAL SERVICES FOR DFO
6107	MOMSHE'S CLEANERS LLC	8/8/2025	1,099.00	JANITORIAL SERVICES FOR DFO
71	PETTY CASH	8/8/2025	121.00	PETTY CASH REIMBURSEMENT
5764	SOUTHERN CLEANING SUPPLY LLC	8/8/2025	484.85	RECREATION SITE SUPPLIES
5822	TALQUIN ENVIRONMENTAL SERVICES LLC	8/8/2025	975.00	LIFT STATION REPAIR AT HQ
4358	UNIVERSITY OF FLORIDA (IFAS)	8/8/2025	16,520.57	SOD BASED CROP ROTATION SYSTEM
5855	WASTE AWAY GROUP INC	8/8/2025	248.02	DUMPSTER SERVICES FOR COTTON LANDING - CHOCTAW
5081	WILLIAMS COMMUNICATIONS, INC.	8/8/2025	150.00	GPS DIAGNOSTIC/INSTALL INTO WMD-97187
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	487.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	479.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	380.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	390.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	200.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/8/2025	225.00	RENTAL & SERVICE FOR PORTABLE
TOTAL CHECKS			\$ 108,429.74	
3269	CDW GOVERNMENT, INC.	8/8/2025	4,219.00	TOUGHBOOK ORDER FOR LAB
2497	ROGER A. COUNTRYMAN II	8/8/2025	189.00	TRAVEL REIMBURSEMENT
45	DMS	8/8/2025	64.83	AIRCARDS AND HOTSPOTS
45	DMS	8/8/2025	4.08	CONFERENCE CALLS
45	DMS	8/8/2025	4,142.13	DEFUNIAK ETHERNET AND LONG DISTANCE
45	DMS	8/8/2025	652.83	DEFUNIAK LOCAL (WEST FL TELEPHONE SVC)
45	DMS	8/8/2025	1,487.66	HQ LOCAL (PANAMA CITY TELEPHONE SERVICE)
45	DMS	8/8/2025	89.96	MILTON LOCAL (GULF BREEZE TELEPHONE SVC)
45	DMS	8/8/2025	0.01	MILTON LONG DISTANCE
45	DMS	8/8/2025	10,284.05	HEADQUARTERS ETHERNET

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
6148	DOODIE CALLS LLC	8/8/2025	305.00	PORTABLE ADA TOILET FOR PHIPPS PARK
3002	FLORIDA STATE UNIVERSITY	8/8/2025	2,200.84	ST. ANDREW & ST. JOSEPH BAY NC
4961	PETER FOLLAND	8/8/2025	110.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	8/8/2025	146.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	8/8/2025	110.00	TRAVEL REIMBURSEMENT
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	8/8/2025	529.91	SAMPLING SUPPLIES - TUBING AND FILTERS
5925	IAN WATERS	8/8/2025	126.00	TRAVEL REIMBURSEMENT
5368	KOUNTRY RENTAL NWF, INC.	8/8/2025	13,625.00	SERVICE FOR PORTABLE TOILETS-C
5802	MURPHY CASSIDY DIESEL REPAIRS	8/8/2025	127.72	MINOR REPAIRS FOR REG VEHICLES
6065	OFF DUTY MANAGEMENT INC	8/8/2025	1,451.52	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
5703	OTT HYDROMET CORPORATION	8/8/2025	2,645.55	OTT ECOLOG 1000-DATA LOGGER/TRANSMITTER, 14 FOOT S
4955	TERRY'S HOME & LAWN MAINTENANCE, IN	8/8/2025	4,481.90	RECREATION SITE CLEAN UP AND M
6086	TOTAL CLEANING OF NWFL LLC	8/8/2025	480.00	JANITORIAL SERVICES EFO
TOTAL ACH DISBURSEMENTS			\$ 47,472.99	
TOTAL AP			\$ 155,902.73	
5671	THOMAS BASFORD	8/15/2025	10.00	220038588 - REFUND WITHDRAWN WELL PERMIT# 325509-1
4274	CITY OF NICEVILLE	8/15/2025	512,188.92	RECLAIMED WATER TO DEER MOSS C
3289	CITY OF TALLAHASSEE	8/15/2025	54,050.74	ENCUMBER CONTRACT 17-056
4085	DARRELL CLARK	8/15/2025	50.00	220957134_REFUND WELL LICENSE 303 - OVERPAYMENT
409	DAVIS SAFE & LOCK, INC	8/15/2025	505.00	DOUBLE DOOR MECHANISM REPLACEMENT AT HQ
6022	FL DEPARTMENT OF AGRICULTURE AND CC	8/15/2025	17,781.25	AGREEMENT FOR OPERATION OF MOB
5900	FLOYD W NELSON	8/15/2025	2,520.00	REC SITE MAINTENANCE
916	FPL NORTHWEST FLORIDA	8/15/2025	467.82	MILTON ELECTRIC
391	GADSDEN COUNTY TAX COLLECTOR	8/15/2025	39.30	TAG/REGISTRATION FOR FY24-25 GPS TRAILER
5373	GILMORE SERVICES	8/15/2025	138.41	RECORDS DESTRUCTION JUNE 2025
6171	GSE INC	8/15/2025	50.00	REFUND DRILLER LICENSE 100772 OVERPAYMENT
3193	INSURANCE INFORMATION EXCHANGE	8/15/2025	164.77	BACKGROUND SCREENING
6172	JOHN STONE	8/15/2025	100.00	REFUND WELL LICENSE 188 JOHN STONE
5908	JOHNSTON MATERIALS SUPPLY LLC	8/15/2025	13,983.81	EFO - PITT SPRING ROAD MATERIALS
4033	JOHNSTON TRUCKING, LLC	8/15/2025	1,816.92	ROAD MATERIAL FOR LJSF
6081	KNOWB4 INC	8/15/2025	1,999.47	KNOWBE4 SUBSCRIPTION RENEWAL-YEAR 2
3406	NEECE TRUCK TIRE CENTER INC.	8/15/2025	128.11	RUNNING PO FOR MINOR REPAIRS FOR WMD-96371
64	PANAMA CITY NEWS HERALD	8/15/2025	75.63	MFL RULE NEWSPAPER AD
5788	PAUL'S TERMITE AND PEST CONTROL	8/15/2025	40.00	RUNNING PO FOR PEST CONTROL AROUND HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	8/15/2025	308.39	WATER/SEWER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	8/15/2025	89.50	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	8/15/2025	3,809.48	ELECTRIC HQ
3839	TOWN OF CAMPBELLTON	8/15/2025	35,285.00	CAMPBELLTON WATER METER REPLAC

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3941	TYLER TECHNOLOGIES, INC.	8/15/2025	1,199.00	2025 MUNIS CONFERENCE REGISTRATION
4358	UNIVERSITY OF FLORIDA (IFAS)	8/15/2025	18,558.31	SOD BASED CROP ROTATION SYSTEM
TOTAL CHECKS			\$ 665,359.83	
5450	CAITLIN BRONGEL	8/15/2025	571.22	TRAVEL REIMBURSEMENT
4845	CALHOUN COUNTY SHERIFF'S OFFICE	8/15/2025	3,370.40	LAW ENFORCEMENT/SECURITY SERVI
4125	KATHLEEN COATES	8/15/2025	568.22	TRAVEL REIMBURSEMENT
5951	D3 AIR AND SPACE OPERATIONS INC	8/15/2025	4,772.40	STAFF AUGMENTATION
2241	DEPT. OF THE INTERIOR - USGS	8/15/2025	3,327.50	JOINT FUNDING AGREEMENT - 0048
3126	DEWBERRY ENGINEERS, INC	8/15/2025	31,936.10	AGREEMENT FOR WATER RESOURCES
6083	DYLAN COOK	8/15/2025	1,527.96	TUITION REIMBURSEMENT
4855	ENVIRON SERVICES INCORPORATED	8/15/2025	2,162.50	JANITORIAL SERVICES FOR HQ
3337	FORESTECH CONSULTING	8/15/2025	400.00	LAND MANAGEMENT DATABASE
5925	IAN WATERS	8/15/2025	110.00	TRAVEL REIMBURSEMENT
2268	INNOVATIVE OFFICE SOLUTIONS, INC	8/15/2025	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037
5504	ANDREW JOSLYN	8/15/2025	1,389.24	TRAVEL REIMBURSEMENT
6065	OFF DUTY MANAGEMENT INC	8/15/2025	1,466.64	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
2663	PATIENTS FIRST LAKE ELLA MEDICAL CEN	8/15/2025	49.00	LABORATORY TESTING
5475	LYLE SEIGLER	8/15/2025	590.00	TRAVEL REIMBURSEMENT
5517	SAVANNAH SHELL	8/15/2025	547.36	TRAVEL REIMBURSEMENT
5455	PAUL THURMAN	8/15/2025	588.22	TRAVEL REIMBURSEMENT
5218	WAGeworks, INC.	8/15/2025	100.00	COBRA ADMINISTRATION
TOTAL ACH DISBURSEMENTS			\$ 54,313.76	
5944	REFUND NIC	8/15/2025	100.00	REFUND 323453-1 ERP PERMIT OVERPMT
5944	REFUND NIC	8/15/2025	50.00	219336824 - REFUND WITHDRAWN WELL PERMIT #325301-1
5944	REFUND NIC	8/15/2025	1,080.00	REFUND 323508-1 ERP PERMIT OVERPAYMENT
5944	REFUND NIC	8/15/2025	50.00	220834478 - REFUND WITHDRAWN WELL PERMIT# 325577-1
TOTAL DIRECT DISBURSEMENTS			\$ 1,280.00	
TOTAL AP			\$ 720,953.59	
2992	BANK OF AMERICA	8/22/2025	479.91	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	8/22/2025	1,133.02	ONLINE ACCESS JULY 2025
2924	BAY COUNTY HEALTH DEPARTMENT	8/22/2025	215.00	LIMITED USE WATER PERMIT FOR ECONFINA
5900	FLOYD W NELSON	8/22/2025	2,520.00	REC SITE MAINTENANCE
2291	GULF COAST ELECTRIC COOPERATIVE, INC	8/22/2025	490.21	ELECTRIC SERVICE EFO
698	KONICA MINOLTA BUSINESS SOLUTIONS U	8/22/2025	205.30	KONICA MINOLTA COPIER LEASE R&M

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
698	KONICA MINOLTA BUSINESS SOLUTIONS U:	8/22/2025	252.36	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS U:	8/22/2025	260.85	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS U:	8/22/2025	192.69	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS U:	8/22/2025	138.95	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS U:	8/22/2025	127.09	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS U:	8/22/2025	169.67	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS U:	8/22/2025	134.50	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS U:	8/22/2025	99.37	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS U:	8/22/2025	103.67	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS U:	8/22/2025	8.26	KONICA MINOLTA COPIER LEASE R&M
6175	MIKE PURVIS	8/22/2025	40.00	222147124 - REFUND FOR OVERPAYMENT PERMIT 325705-1
423	OKALOOSA CO. TAX COLLECTOR	8/22/2025	4.51	PARCEL REFUND
6179	THE CHEROKEE RANCH OF NORTH FLORIDA	8/22/2025	25,185.00	AG COST-SHARE CONSERVATION EQU
6072	COLUMN SOFTWARE PBC	8/22/2025	146.10	LEGAL AD - WATER USE PERMITS
4038	WINDSTREAM COMMUNICATIONS	8/22/2025	106.29	800 NUMBERS AND LONG DISTANCE
TOTAL CHECKS			\$ 32,012.75	
3269	CDW GOVERNMENT, INC.	8/22/2025	10,938.00	PENETRATION TEST
4032	COMPUQUIP TECHNOLOGIES, LLC	8/22/2025	62,623.17	CHECKPOINT FIREWALL MAINTENANCE/REPLACEMENTS
2972	EDWARDS FIRE PROTECTION, INC.	8/22/2025	1,067.50	ANNUAL MAINT/INSPECTIONS OF FIRE EXTINGUISHERS
3002	FLORIDA STATE UNIVERSITY	8/22/2025	6,042.47	ST. ANDREW & ST. JOSEPH BAY NC
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	8/22/2025	601.09	SAMPLING SUPPLIES - TUBING AND FILTERS
1090	HR DIRECT	8/22/2025	97.95	POSTER GUARD SUBSCRIPTION
1090	HR DIRECT	8/22/2025	97.95	POSTER GUARD SUBSCRIPTION
1090	HR DIRECT	8/22/2025	97.95	POSTER GUARD SUBSCRIPTION
1090	HR DIRECT	8/22/2025	97.95	POSTER GUARD SUBSCRIPTION
1090	HR DIRECT	8/22/2025	97.95	POSTER GUARD SUBSCRIPTION
6065	OFF DUTY MANAGEMENT INC	8/22/2025	1,451.52	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
3813	PENNINGTON, P.A.	8/22/2025	9,450.00	JULY 2025 LEGAL COUNSEL
3813	PENNINGTON, P.A.	8/22/2025	75.00	TITLE EXAM AND COMMITMENTS
3813	PENNINGTON, P.A.	8/22/2025	75.00	TITLE EXAM AND COMMITMENT
4091	THE SHOE BOX	8/22/2025	74.00	REG CLOTHING-A. WEINRICH
4091	THE SHOE BOX	8/22/2025	189.15	REG CLOTHING - KIMMEL & SHORTT
4091	THE SHOE BOX	8/22/2025	213.40	UNIFORM ORDER FOR ERIC TOOLE - LANDS
5884	TRE INDUSTRIES LLC	8/22/2025	50.00	LABORATORY TESTING
5884	TRE INDUSTRIES LLC	8/22/2025	150.00	LABORATORY TESTING
5884	TRE INDUSTRIES LLC	8/22/2025	50.00	LABORATORY TESTING
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	8/22/2025	14,357.60	LAW ENFORCEMENT/SECURITY ON DI
TOTAL ACH DISBURSEMENTS			\$ 107,897.65	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
2967	BANK OF AMERICA	8/22/2025	14,312.92	JULY 2025 P-CARD CHARGES
2967	BANK OF AMERICA	8/22/2025	50.00	SUNPASS
2967	BANK OF AMERICA	8/22/2025	24.99	TALLAHASSEE DEMOCRAT DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	8/22/2025	24.99	PENSACOLA NEWS JOURNAL DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	8/22/2025	1,759.96	AMAZON ORDER FOR IT RELATED ITEMS
2967	BANK OF AMERICA	8/22/2025	83.19	AMAZON - OFFICE SUPPLY ORDER
2967	BANK OF AMERICA	8/22/2025	136.86	AC FILTERS FOR HQ AMAZON ORDER
2967	BANK OF AMERICA	8/22/2025	428.24	DESK FOR DFS OFFICE-AMAZON
2967	BANK OF AMERICA	8/22/2025	363.25	REG OFFICE SUPPLIES-AMAZON
2967	BANK OF AMERICA	8/22/2025	142.79	AMAZON - LAB/OFFICEE SUPPLIES
2967	BANK OF AMERICA	8/22/2025	146.94	SAFETY BOOTS FOR MATT WHITFIELD
2967	BANK OF AMERICA	8/22/2025	26.93	OFFICE SUPPLIES FOR BRIGITTE REHBERG
2967	BANK OF AMERICA	8/22/2025	55.45	AUTOMATIC AIR FRESHENER WITH SPRAY FOR HQ
2967	BANK OF AMERICA	8/22/2025	31.98	BUSINESS CARDS - L. CARTER
2967	BANK OF AMERICA	8/22/2025	8.29	REG OFFICE SUPPLIES-AMAZON
TOTAL DIRECT DISBURSEMENTS			\$ 17,596.78	
TOTAL AP			\$ 157,507.18	
5131	CITY OF DEFUNIAK SPRINGS	8/29/2025	247.17	CITY OF DEFUNIAK SPRINGS WATER/SEWER
4676	CITY OF MILTON FLORIDA	8/29/2025	88.13	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	8/29/2025	46.64	SEWER MILTON OFFICE
3289	CITY OF TALLAHASSEE	8/29/2025	49.75	LAKESHORE AND I10
4518	ENGINEERED COOLING SERVICES, INC.	8/29/2025	215.00	RUNNING PO FOR HVAC REPAIRS AT HQ
4273	ROBERT T. MIXON	8/29/2025	200.00	LEATHER WORK BOOTS FOR MIKE KENT
26	FL. SECRETARY OF STATE DIV OF ADMIN SI	8/29/2025	62.44	LEGAL ADS FOR GOVERNING BOARD
26	FL. SECRETARY OF STATE DIV OF ADMIN SI	8/29/2025	18.90	REVISED FAR AD - DISTRIBUTED WASTEWATER GRANT
26	FL. SECRETARY OF STATE DIV OF ADMIN SI	8/29/2025	14.84	FAR AD - DISTRIBUTED WASTEWATER GRANT
26	FL. SECRETARY OF STATE DIV OF ADMIN SI	8/29/2025	29.82	FAR AD FEES FOR ITBS, RFPS & PUBLIC NOTICES FOR ASM
5900	FLOYD W NELSON	8/29/2025	2,100.00	HAZRADOUS TREE TRIMMING/REMOVAL - RATTLESNAKE CAMP
5900	FLOYD W NELSON	8/29/2025	1,890.00	REC SITE MAINTENANCE
3003	HAVANA FORD, INC.	8/29/2025	94.47	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
3003	HAVANA FORD, INC.	8/29/2025	116.33	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
3003	HAVANA FORD, INC.	8/29/2025	99.25	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
5965	NIC SERVICES	8/29/2025	742.92	ONLINE PAYMENT CHARGES
4577	SOUTHERN TIRE MART, LLC	8/29/2025	671.50	FRONT TIRE FOR WMD96883
3568	THOMPSON TRACTOR CO., INC.	8/29/2025	4,464.80	CAT D5 DOZER REPAIRS
4557	VERIZON WIRELESS	8/29/2025	25.80	MACHINE TO MACHINE
4557	VERIZON WIRELESS	8/29/2025	1,258.62	CELL PHONES AND JET PACKS

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4626	WASTE PRO OF FLORIDA, INC	8/29/2025	212.74	SOLID WASTE HQ
TOTAL CHECKS			\$ 12,649.12	
1948	DELL MARKETING L.P.	8/29/2025	28,706.94	VM HOST SERVER AND SERVERS FOR FIELD OFFICES
4807	WEX BANK	8/29/2025	1,197.00	WEX GPS TRACKING
4807	WEX BANK	8/29/2025	13,123.89	JULY 2025 FUEL AND SERVICE CHARGES
2702	FISH AND WILDLIFE	8/29/2025	6,416.68	LAW ENFORCEMENT AND SECURITY O
4961	PETER FOLLAND	8/29/2025	126.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	8/29/2025	126.00	TRAVEL REIMBURSEMENT
5925	IAN WATERS	8/29/2025	126.00	TRAVEL REIMBURSEMENT
3603	JIM STIDHAM & ASSOCIATES, INC.	8/29/2025	4,606.05	GROUNDWATER AND WATERSHED SERV
6181	LUCAS KIMMEL	8/29/2025	1,472.13	TUITION REIMBURSEMENT
5802	MURPHY CASSIDY DIESEL REPAIRS	8/29/2025	157.60	MINOR REPAIRS FOR REG VEHICLES
6065	OFF DUTY MANAGEMENT INC	8/29/2025	1,481.76	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
4091	THE SHOE BOX	8/29/2025	141.50	SAFETY BOOTS - FACILITIES - PAT CREEL AND KEATON S
5218	WAGeworks, INC.	8/29/2025	142.80	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
TOTAL ACH DISBURSEMENTS			\$ 57,824.35	
TOTAL AP			\$ 70,473.47	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
PAYROLL
AUGUST 2025

DIRECT DEPOSIT	08/08/2025	\$	268,899.94
CHECKS	08/08/2025		1,546.45
FLEX SPENDING TRANSFER	08/08/2025		1,444.16
DIRECT DEPOSIT	08/22/2025		267,837.67
CHECKS	08/22/2025		310.10
FLEX SPENDING TRANSFER	08/22/2025		1,444.16

\$ 541,482.48

Chairman or Executive Director

October 8, 2025

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: District Inspector General
Law, Redd, Crona and Munroe, P.A.

DATE: September 22, 2025

SUBJECT: Consideration of Approval of the District's Internal Audit Charter for Fiscal Year (FY) 2025-2026

Recommendation

Staff recommends the Governing Board approve the District's revised Internal Audit Charter for Fiscal Year 2025-2026.

Background

The Governing Board is required to annually review and approve the District's Internal Audit Charter and to make any needed changes.

During the latter part of the 2023-2024 fiscal year, Inspector General internal audit reports began referencing and following *Generally Accepted Government Auditing Standards* issued by the Comptroller General of the United States when conducting internal audits/performance audits. These Standards are recognized in Section 20.055, Florida Statutes, as one of the two recognized Standards for the conduct of internal audits. The District adopted those changes to its' Charter for FY 2023-2024 and FY 2024-2025. No changes to the Districts previously adopted Internal Audit Charter are proposed for FY 2025-2026.

The District Inspector General will continue to follow the Charter as approved into FY 2025-2026 and will present revisions to the Board for any significant change to the Standards or Florida law.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: District Inspector General
Law, Redd, Crona and Munroe, P.A.

DATE: October 8, 2025

SUBJECT: Consideration of Acceptance of Audit Reports Presented by the District's
Inspector General

Recommendation

Staff recommends the Governing Board accept Report 25-04 and the Annual Report of Inspector General Activities.

Background

Report No. 25-04, Internal Audit of Cybersecurity

This audit focused on selected District cybersecurity controls and included a follow-up on District corrective action on a prior cybersecurity finding disclosed in an earlier internal audit, Report No. 24-01. The content of Report 25-04 is confidential and exempt from public disclosure pursuant to Section 281.301, Florida Statutes.

Annual Report of Inspector General Activities

The Annual Report of Inspector General Activities is prepared pursuant to Section 20.055(8), Florida Statutes, and is for the fiscal year ending September 30, 2025.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Paul Thurman, Bureau Chief, Water Resource Evaluation

DATE: September 23, 2025

SUBJECT: Consideration of Additional Grant Funding from DEP for the St. Joseph Bay Assessment Project

Recommendation

Staff recommends the Governing Board authorize the Executive Director to execute an amendment to accept an additional \$100,000 in grant funding from the Department of Environmental Protection (DEP) for the period of July 1, 2025, to June 30, 2026, subject to legal counsel review.

Discussion

This request is for the District to accept additional grant funding from the DEP to continue entering historical District collected data into the DEP Watershed Information Network (WIN) through June 30, 2026. In June 2025, the Governing Board authorized the District to accept up to \$2,000,000 in funding to develop a circulation model of St. Joseph Bay over a three-year project period. Recently, DEP approached the District requesting an additional data entry task which continues work begun during FY 2024-25. The DEP is providing the District with an additional \$100,000 to allow a contractor to complete this work. This brings the total amount of DEP grant funding for this project to \$2,100,000.

Anticipated total funding for the period of July 1, 2025, to June 30, 2026, is anticipated not to exceed \$2,100,000. It is anticipated that the \$2,000,000 of this amount provided for circulation modeling will be spent across multiple fiscal years to facilitate the completion of this project and that the total amount spent during this fiscal year will not exceed the budgeted amount.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Paul Thurman, Chief, Bureau of Resource Evaluation

DATE: September 24, 2025

SUBJECT: Consideration of 2025 Minimum Flows and Minimum Water Levels Priority List and Schedule

Recommendation

Staff recommends the Governing Board approve and authorize the Executive Director to submit the District's 2025 Minimum Flows and Levels Priority List and Schedule to the Department of Environmental Protection.

Background

Section 373.042(1), Florida Statutes, requires water management districts to develop minimum flows and minimum water levels (MFLs). The minimum flow or minimum water level for a given waterbody is the limit at which further withdrawals will be significantly harmful to the water resources or ecology of the area. As part of the MFL process, water management districts must submit a priority list and schedule to the Department of Environmental Protection (DEP) for approval by November 15 of each year.

The District's MFL program began in 2013. To date, minimum flows have been adopted for the St. Marks River Rise, the Wakulla and Sally Ward Spring System, and Middle Econfinia Creek including the Gainer, Sylvan, and Williford spring groups. Current MFL program activities include completing the technical assessment and scientific peer review for Jackson Blue Spring, and data collection and the initiation of groundwater flow model development for the Floridan Aquifer in Coastal Bay County. Data collection for both the Shoal River and Morrison Spring is ongoing.

Three updates are proposed to the District's 2025 MFL Priority List and Schedule:

1. The Floridan Aquifer in Coastal Planning Region II is proposed to be added to the District's 2025 MFL Priority List, with the technical assessment to be completed by 2031. A technical assessment for this aquifer was completed in 2020 and an MFL was not recommended at that time. However, population growth, water use projections, and

modeled impacts of future withdrawals developed as part of the 2024 Region II Regional Water Supply Plan indicate the need to re-evaluate the establishment of minimum aquifer levels to protect the Floridan aquifer from saltwater intrusion.

2. The technical assessment and rule adoption dates for the Floridan Aquifer in Coastal Bay County are proposed to be extended one year to 2028 and 2029, respectively. This extension will allow extra time to identify well locations, construct monitoring wells, and develop the appropriate groundwater flow models needed for the technical assessment.
3. The technical assessment completion and rule adoption dates for Morrison Spring are proposed to be deferred until 2032 and 2033, respectively. This will allow staff to accelerate the MFL evaluation for the Floridan Aquifer in Coastal Planning Region II.

The proposed 2025 MFL Priority List and Schedule for the Northwest Florida Water Management District is provided in Table 1.

Table 1. Proposed 2025 NFWWMD MFL Priority List and Schedule

Water Body	System Type	Location (County)	Technical Assessment Completion	Rule Adoption
Jackson Blue Spring	Spring 1 st Mag	Jackson	2025	2026
Coastal Floridan Aquifer – Coastal Bay County	Aquifer	Bay	2028*	2029*
Coastal Floridan Aquifer – Planning Region II	Aquifer	Santa Rosa, Okaloosa, Walton	2031	2032
Morrison Spring	Spring 2 nd Mag	Walton	2032*	2033*
Shoal River	River	Okaloosa, Walton	2033	2034

*Indicates proposed changes to the 2024 FDEP-approved MFL Priority List and Schedule

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

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

DATE: September 24, 2025

SUBJECT: Consideration of First Right of Refusal on the Jones Conservation Easement;
Ochlockonee River Basin

Recommendation

Staff recommends the Governing Board not exercise its First Right of Refusal on the Jones Conservation Easement.

Background

In 2010, James and Ursula Jackson donated a Conservation Easement to the District on 109.20 acres (see attached map) located in Leon County, Florida. They sold the property to Blair and Laura Jones, encumbered by the District's Conservation Easement, in December 2016. Through the Conservation Easement, Mr. and Mrs. Jones are required to give the District a First Right of Refusal on the property before offering it to a third party not a lineal descendant of Grantor.

The current owners desire to sell the property to Michael and Magdalena Martin. As required by the Conservation Easement, Mr. and Mrs. Jones, through the attached Contract for Sale and Purchase, are notifying the District of such and giving the District the opportunity to exercise the First Right of Refusal on the property. The purchase price for the property, which also includes three lots that are not encumbered by the District Conservation Easement, is \$378,000. Subject to the District's decision on exercising the First Right of Refusal, the current owners have scheduled the closing to occur on or before October 9, 2025.

The District has held this Conservation Easement for 15 years and during this time has found that the prior and current owners manage the property according to the provisions in the Conservation Easement. A brief summary of the prohibited uses and rights reserved to Grantor for this Conservation Easement are outlined below for your review and consideration.

Prohibited Uses:

- a. Subdivide - no subdivision of the property.
- b. Construction - construct or place buildings, roads, signs, billboards or other advertising, utilities or other structures on or under the property except as allowed in the reserved rights provision of

the easement. Regulating signs that prohibit hunting or trespassing or signs identifying the use, owner or name of the property are allowed.

- c. Construction of Roads - construct new roads, improve by hard surfacing or building up, or expand the number of lanes in existing roads without written permission of Grantee. Grantors may construct temporary roads for access for permitted uses.
- d. Retention Areas - acts or uses detrimental to natural and manmade land or water retention areas as exist on the property.
- e. Drainage - permit activities detrimental to water or soil conservation, or activities which would be more detrimental than the U.S. Department of Agriculture Natural Resources Conservation Service would allow as permitted activities for drainage, natural water retention, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation. Grantors shall neither increase the drainage nor impede the natural movement of water across any of the property through any practices, including but not limited to, bedding, ditching or road construction.
- f. Contamination - dump or place any soil, trash, solid or liquid waste (incl. sludge), or hazardous materials, toxic waste on the property.
- g. Exotic Plants - plant or grow plants listed by the Florida Exotic Pest Plant Council as invasive species.
- h. Endangered Species - commit an intentional act which adversely impacts known endemic threatened or endangered species on a list promulgated by any Federal, Florida or local governmental agency.
- i. Archaeological Sites - intentionally destroy or damage any sites of archaeological, cultural or historical significance when such sites have been identified to Grantor by Federal or local governmental agency, unless authorized or approved by the appropriate governmental officials having jurisdiction.
- j. Minerals Removal - explore for, or extract for commercial purposes, oil, gas or other minerals, nor shall Grantors mine, excavate, dredge or remove sand, loam, peat, gravel, rock, soil or other material except that the mining and removal of sand to maintain roads on the property shall be permitted in pine timber areas.
- k. Fish, Wildlife or Other Habitats - permit activities or use, other than legally allowable hunting or fishing, of the property which damages fish, wildlife or other habitats.
- l. Cutting Timber - cut or remove existing timber or woody biomass for commercial sale on the property's wetland areas, mixed bottomland hardwood and mesic pine/hardwood forest habitats. This prohibition applies to both the Grantors and to the Grantee except that the latter may, in the event the timber is damaged by natural disaster, fire, infestation or the like, at its sole discretion, enter the property to cut and remove damaged timber to protect remaining timber. In such event, Grantee will restore and reforest the area. All costs for cutting, removal, restoration and reforestation shall be at the expense of the Grantee and Grantee shall be entitled to the proceeds from the sale of the timber. Grantee may enter into a contract with the Grantors to harvest said timber, with distribution of proceeds to be determined by the parties by mutual consent.
- m. Permits - No required permitted activity shall be conducted without prior consent of the Grantee and all required permits from governmental agencies as usually required. Nothing in this easement exempts the Grantor from following accepted permitting practices for environmental agencies. Grantee shall comply with all Federal, Florida and local governmental agencies, regulations, and restrictions, including but not limited to, environmental resource permits and drainage permits.

Rights Reserved to Grantors:

- a. Sale or Transfer Interest - Grantor can transfer or assign rights in the property with prior written notification of Grantee. Grantee may mortgage their interest in the property and in the event the mortgage is foreclosed, the subsequent owner shall be bound by the easement. Grantor may transfer ownership of the Property to a trust created by them with the prior written notification to the Grantee.
- b. Hunting - Grantor can observe, maintain, photograph, hunt, remove and harvest wildlife.
- c. Hunting Lease - Grantor can lease all or part of the property for hunting as long as the property is maintained in a manner consistent with the easement. Lessee must agree to be bound by the terms of the easement and reference such in the lease.
- d. Forestry Operations - Longleaf pine and wiregrass habitat restoration and operations are the only forestry and silvicultural operations on the Protected Property's uplands. Once restored, Grantor shall maintain the longleaf pine and wiregrass habitat as an uneven aged management regime and once restored, the Grantor shall have the right to practice silviculture on the longleaf pine and wiregrass habitat on the property, but at no point in time shall Grantors cut and remove more than 50 percent of the harvestable basal area of the longleaf pine timber in perpetuity.
- e. Road, Ditches, Improvements - Grantor has the right to replace, repair and/or maintain and expand roads, bridges, culverts, fences, road signs and drainage structures on the property as long as the character of the improvements is not substantially changed.
- f. Access - Grantor has the right to control access including signs, fences and gates to the property. This easement does not convey any rights to the public for access to the property. Grantee will be given a key or information to gain access through locked gates. This easement does not convey any rights to the public for physical access to the property.
- g. Residential Use - In addition to the 864-square foot cottage on the property, one residence, together with supporting buildings and amenities for the residence is allowed. The location of the residence is south and east of the cottage and shall be no more than 2,500 square feet. If such residence is constructed, the aforementioned cottage will be considered to be a supporting building.

Due to the isolated nature of the property from other fee simple owned District land, District staff is recommending to the Governing Board that the District not exercise its First Right of Refusal on this tract. The Conservation Easement is achieving the natural resource protection needed for this property.

cb

Attachment(s)



First Right of Refusal on Jones Conservation Easement
Sections 20 & 29, Township 1 South, Range 4 West
Leon County, Florida

-  Jones Parcels
-  Jones Conservation Easement

0 375 750 1,500 Feet



"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* **PARTIES:** Blair Myles Jones Laura Addison Jones ("Seller"),
2* and Michael Martin Magdalena Martin ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

7* (a) Street address, city, zip: 4833 Crooked Road, Tallahassee, FL 32310
8* (b) Located in: Leon County, Florida. Property Tax ID #: 4420150000550
9* (c) Real Property: The legal description is STOUTAMIRE PLAT UNREC
10 20 1S 4W .41 A
11 LOT 55 LS 10 FT & 266 SF ON NE CORNER
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.
15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
19 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
20 keys, and storm shutters/storm protection items and hardware ("Personal Property").
21* Other Personal Property items included in this purchase are: As is with all furniture
22
23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
24* (e) The following items are excluded from the purchase: _____
25

26 **PURCHASE PRICE AND CLOSING**

27* **2. PURCHASE PRICE** (U.S. currency): _____ \$ 378,000.00
28* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** _____ \$ 20,000.00
29 The initial deposit made payable and delivered to "Escrow Agent" named below
30* **(CHECK ONE):** (i) ☐ accompanies offer or (ii) ☒ is to be made within 4 (if left blank,
31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
32 SHALL BE DEEMED SELECTED.
33* Escrow Agent Name: Illustrated Properties LLC
34* Address: 300 W Indiantown Rd, Jupiter, FL 33458 Phone: 561-746-0008
35* Email: _____ Fax: _____
36* (b) Additional deposit to be delivered to Escrow Agent within 14 (if left blank, then 10)
37* days after Effective Date _____ \$ 30,000.00
38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
39* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8. _____
40* (d) Other: _____ \$ _____
41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
42* transfer or other Collected funds (See STANDARD S) _____ \$ 328,000.00
43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* September 8, 2025, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.
48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initiated and delivered this offer or final counter-offer ("Effective Date").
50 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are
51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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53 * this Contract, the Closing shall occur on or before October 9, 2025 ("Closing Date"), at the time
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7
60 days.

61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-
71 CLOSING OCCUPANCY BY BUYER.

72 (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all
76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of
77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such
78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)
80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83 * **7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under
84 * this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.
85 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

88 * ☒ (a) This is a cash transaction with no financing contingency.

89 * ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan
90 * Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____
91 * (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or
92 * adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____% (if left
93 * blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30)
94 * years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation
95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required
96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97 * (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date
98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of
99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this
100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval
101 unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall
103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,
104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender
105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's
107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions
108 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

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means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

☐ (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed \$_____ (if left blank, then \$200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home

warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (CHECK ONE):

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☒ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
225* may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
228 designation of Property.

229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
230 required by Section 553.996, F.S.

231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
232 mandatory.

233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
234 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
235 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

236 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
237 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
238 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
239 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
240 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
241 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
249 FIRPTA.

250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
255 building, environmental or safety code violation.

256 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

261* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 0 (if left blank, then 15)
262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
267 be released of all further obligations under this Contract; however, Buyer shall be responsible for
268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
274 repairs and improvements required by Buyer's lender.

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- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
282 written documentation or other information in Seller's possession, knowledge, or control relating to
283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
291 to Buyer.

292 **ESCROW AGENT AND BROKER**

- 293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this
296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands
297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such
298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities
299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties
300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of
301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An
302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all
303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of
304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with
305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,
306 arbitration, interpleader or an escrow disbursement order.
- 307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent
310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to
311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or
312 termination of this Contract.
- 313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
319 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
320 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
321 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. 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.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. 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, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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Seller's Initials

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

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|--|--|---|
| ☐ A. Condominium Rider | ☐ O. Insulation Disclosure | ☒ AA. Licensee Property Interest |
| ☐ B. Homeowners' Assn. | ☐ P. Lead Paint Disclosure (Pre-1978) | ☐ BB. Binding Arbitration |
| ☐ C. Seller Financing | ☐ Q. Housing for Older Persons | ☐ CC. Miami-Dade County
Special Taxing District
Disclosure |
| ☐ D. Mortgage Assumption | ☐ R. Rezoning | ☐ DD. Seasonal/Vacation
Rentals |
| ☐ E. FHA/VA Financing | ☐ S. Lease Purchase/ Lease Option | ☐ EE. PACE Disclosure |
| ☐ F. Appraisal Contingency | ☐ T. Pre-Closing Occupancy | ☐ FF. Credit Related to Buyers
Broker Compensation |
| ☐ G. Short Sale | ☐ U. Post-Closing Occupancy | ☐ GG. Sellers Agreement with
Respect to Buyers Broker
Compensation |
| ☐ H. Homeowners'/Flood Ins | ☐ V. Sale of Buyer's Property | ☐ Other: _____ |
| ☐ I. RESERVED | ☐ W. Back-up Contract | _____ |
| ☐ J. Interest-Bearing Acct. | ☐ X. Kick-out Clause | _____ |
| ☐ K. RESERVED | ☐ Y. Seller's Attorney Approval | |
| ☐ L. RESERVED | ☐ Z. Buyer's Attorney Approval | |
| ☐ M. Defective Drywall | | |
| ☐ N. Coastal Construction
Control Line | | |

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588 * 20. ADDITIONAL TERMS: _____
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606 COUNTER-OFFER

607 * ☐ Seller counters Buyer's offer.

608 [The remainder of this page is intentionally left blank.
609 This Contract continues with Line 610 on Page 13 of 13.]

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610 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
611 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

612 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

613 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the
614 terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and
615 conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all
616 interested persons.

617 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
618 TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

619
620 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes,
621 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by
622 certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the
623 Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of
624 Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly**
625 **sell property in violation of the Act.**

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

629* Buyer: Michael Martin Date: September 7, 2025

630* Buyer: Magdalena Martin Date: September 7, 2025

631* Seller: Blair Myles Jones 09/07/2025 08:09 PM Date: _____

632* Seller: Laura Addison Jones 09/07/2025 08:06 PM Date: _____

633 Buyer's address for purposes of notice Seller's address for purposes of notice

634* _____

635* _____

636* _____

637 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
638 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
639 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
640 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
641 retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by
642 Seller or Listing Broker to Cooperating Brokers.

643* Magdalena Martin Lindsey Calhoun

644 **Cooperating Sales Associate, if any** **Listing Sales Associate**

645* Illustrated Properties LLC The American Dream

646 **Cooperating Broker, if any** **Listing Broker**

Flood Disclosure



Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property at or before the time the sales contract is executed.

Seller, Blair Myles Jones Laura Addison Jones, provides Buyer the following flood disclosure at or before the time the sales contract is executed.

Property address: 4833 Crooked Road, Tallahassee, FL 32310

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller ☐ has ☒ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (2) Seller ☐ has ☒ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

Seller: Blair Myles Jones

Date: 09/07/2025 08:09 PM

Seller: Laura Addison Jones

Date: 09/07/2025 08:06 PM

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Copy provided to Buyer on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

**Comprehensive Rider to the
Residential Contract For Sale And Purchase**

ILLUSTRATED
PROPERTIES

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors® /Florida Bar Residential Contract For Sale And Purchase between Blair Myles Jones Laura Addison Jones (SELLER) and Michael Martin Magdalena Martin (BUYER) concerning the Property described as 4833 Crooked Road, Tallahassee, FL 32310

Buyer's Initials

MM

NM

Seller's Initials

BMJ

LAJ

AA. LICENSEE DISCLOSURE OF PERSONAL INTEREST IN PROPERTY

Magdalena Martin has an active or inactive real estate license and has a personal interest in the Property (specify if licensee is related to a party, or is acting as Buyer or Seller, etc.) and is acting as buyer

Addendum to Contract

ILLUSTRATED
PROPERTIES

Addendum No. 1 to the Contract dated September 6, 2025 between

Blair Myles Jones & Laura Addison Jones (Seller)

and Michael Martin & Magdalena Martin (Buyer)

concerning the property described as:

4833 Crooked Road, Tallahassee, FL 32310

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

As is contract to purchase includes the following properties:

Parcel # 4420150000540 is .45 of an acre

Parcel 4420150000550 is .41 of an acre

Parcel 4420150000560 is .41 of an acre

Parcel 4420200090000 is 52.75 acres

Parcel 4420206250000 is 51.74 acres

Parcel 4429200010000 is 6.16 acres
for a total of 119.9 +- acres

This contract is contingent upon the First Right of Refusal held by Northwest Florida Water Management District. Buyer acknowledges and agrees that the Northwest Florida Water Management District has the right to purchase the property under the same terms as the Contract. If Northwest Florida Water Management District exercises its first right of refusal, this contract is null and void, and buyers deposit shall be refunded in full.

Date: September 7, 2025

Buyer: Michael Martin

Date: September 7, 2025

Buyer: Magdalena Martin

Date: 09/07/2025 08:10 PM

Seller: Blair Myles Jones

Date: 09/07/2025 08:08 PM

Seller: Laura Addison Jones

Electronically Signed using eSignOnline™ [Session ID : 743245150e-605-a035-4192450a03]

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PUBLIC HEARING FOR REGULATORY MATTERS
A G E N D A

District Headquarters
81 Water Management Drive
Havana, Florida 32333
10 Miles West of Tallahassee
U.S. Highway 90

Wednesday
October 8, 2025
1:05 p.m., ET

Note: Appeal from any NFWFMD Final Agency Action requires a record of the proceedings. Although Governing Board meetings are normally recorded, affected persons are advised that it may be necessary for them to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based. Persons with disabilities or handicaps who need assistance or reasonable accommodation in order to participate in these meetings should contact the District at least 72 hours in advance of these meetings to make appropriate arrangements.

PART I

• WATER USE PERMITS

A. Permit Modification

A-1 Applicant: John Kimberl, Florida A & M University
 App. No.: 2B-073-6453-4
 Use: Commercial

Authorization Statement: This Permit authorizes the Permittee to make a combined annual average withdrawal of 24.5 million gallons per day (1.1 billion gallons per month maximum) of groundwater from the Floridan aquifer for commercial use.

Duration Recommended: Same as previous permit (July 1, 2040)

Staff Recommendation: Approval

Public Comment Received: Yes

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 2B-073-6453-4
Florida A & M University
DATED _____

1. This permit shall expire on July 1, 2040.
2. This Permit authorizes the Permittee to make a combined annual average withdrawal of 24.5 million gallons per day (1.1 billion gallons per month maximum) of groundwater from the Floridan aquifer for commercial use. The individual facilities authorized to make this combined withdrawal are shown in the table below in the following condition. The total combined amounts of water withdrawn by all facilities listed shall not exceed the amounts identified above.
3. Individual Withdrawal Facility Authorization

Supply Wells:

Facility ID #	FLUWID	Location SEC,TWN,RNG
FAMU S#01	AAD1800	S01,T1S,R1W
FAMU S#05	AAD1797	S01,T1S,R1W
FAMU S#CS1	AAB1307	S01,T1S,R1W
FAMU S#CS2	AAB1308	S01,T1S,R1W
FAMU S#CS3	AAD9915	S01,T1S,R1W
FAMU S#CS4	AAB7276	S01,T1S,R1W
FAMU S#CS5	To Be Determined	S01,T1S,R1W
FAMU S#CS6	To Be Determined	S01,T1S,R1W
FAMU S#CS7	To Be Determined	S01,T1S,R1W

Return Wells:

Facility ID #	FLUWID	Location SEC,TWN,RNG
FAMU R#06	AAD1796	S01,T1S,R1W
FAMU R#CR1	AAD1787	S01,T1S,R1W
FAMU R#CR2	AAB7277	S01,T1S,R1W

4. The Permittee shall include the Individual Water Use Permit number and the well's Florida Unique Identification Number (e.g. AAD9915 for FAMU S#CS3) when submitting reports or otherwise corresponding with the District.
5. The Permittee, by January 31 of each year, shall submit a water use report for the previous calendar year (January – December), even if no water is used. The Permittee shall record the data required including total water usage on Water Use/Pumpage Report Form (Form 166). Also, the Permittee shall record the meter readings on January 1 and December 31 and certify the percent of water use returned to the aquifer. The Permittee, prior to the installation of flow meters on the wellheads of FAMU S#CS5, FAMU S#CS6, and FAMU S#CS7, shall record the water usage based on pump run time or other approved methods. The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwater.com. The next report is due by January 31, 2026.

6. The Permittee shall install flow meters at the wellheads of wells FAMU S#CS5, FAMU S#CS6, and FAMU S#CS7 within 30 days of well completion. The Permittee shall install and maintain, in working order, in-line totalizing flow meters at the well heads on all supply wells. The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, within 30 days of meter installation, shall provide documentation to the District that the required flow meters have been installed and report the initial meter readings.
7. The Permittee, by October 31, in years 2030 and 2035, and at the time of requesting a permit modification or renewal, shall submit documentation of the flow meter calibration and accuracy ratings for all flow meters to the District using the Flow Meter Accuracy Report Form (Form 170). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwater.com.
8. The Permittee, by June 30, 2026, shall either properly cap or plug and abandon wells FAMU S#01, FAMU S#05, and FAMU R#06 in accordance with section 40A-3.531, F.A.C.
9. The Permittee shall encourage and provide for the efficient and non-wasteful use of water, and shall implement water conservation measures, including a proactive leak detection program, designed to enhance water use efficiency and reduce water demand and water losses.
10. The Permittee shall maximize the use of reclaimed water if it is available and its use is environmentally, economically and technically feasible.
11. The Permittee shall return nominally 100% of water withdrawn for Heat Pump Supply to the same portion of the aquifer from which it was withdrawn.
12. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.
13. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
14. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
15. The Permittee shall notify the District in writing within 45 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the project and/or related facilities from which the permitted water use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40A-2.351, F.A.C. Alternatively, the Permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
16. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.

17. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
18. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and section 40A-2.331, F.A.C., are applicable to permit modifications.
19. The District reserves the right to curtail permitted withdrawal and diversion rates if the withdrawal or diversion causes harm to legal uses of water, offsite land use, or water resources and associated environmental features that existed at the time of permit application.
20. The Permittee shall not cause harmful saltwater intrusion. The District reserves the right to curtail permitted withdrawal rates if withdrawals cause harmful saline water intrusion.
21. The Permittee's consumptive use of water as authorized by this permit shall not reduce a flow or level below any minimum flow or level established by the District or the Department of Environmental Protection pursuant to sections 373.042 and 373.0421, F.S. If the Permittee's use of water causes or contributes to such a reduction, then the District shall modify or revoke the permit, in whole or in part, unless the Permittee implements all provisions applicable to the Permittee's use in a District-approved recovery or prevention strategy.
22. The Permittee shall mitigate any harm caused by withdrawals or diversions permitted herein on legal water uses, offsite land use, and water resources and associated environmental features which existed at the time of permit application. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall complete the required mitigation within 30 days. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made, and any mitigation action undertaken.

WATER USE TECHNICAL STAFF REPORT
08-Sep-2025
Application No.: 2B-073-6453-4

Owner: Kendall Jones
Florida A & M University
2400 Wahnish Way
P.O.M. Building A, Suite 102
Tallahassee, FL 32307
(850) 599-8042

Applicant: John Kimberl
Florida A & M University
2400 Wahnish Way
Tallahassee, FL 32307
(850) 412-7148

Agent: Christopher Ballard
Jim Stidham & Associates, Inc
547 North Monroe Street, Suite 201
Tallahassee, FL 32301
(850) 222-3975

Scott Sigler
Jim Stidham & Associates, Inc.
547 North Monroe Street, Suite 201
Tallahassee, FL 32301
(850) 445-2862

Compliance Contact: Bodie Young
Florida A & M University
2400 Wahnish Way
Tallahassee, FL 32307-3106
(850) 561-2396

Project Name: Florida A & M University
County: Leon
WRCA: N/A
ARC: N/A
Objectors: No

Authorization Statement:

This Permit authorizes the Permittee to make a combined annual average withdrawal of 24.5 million gallons per day (1.1 billion gallons per month maximum) of groundwater from the Floridan aquifer for commercial use.

Recommendation: Approval
Reviewers: Scott White; Dylan Cook; Alex Weinrich

RECOMMENDED PERMIT DURATION AND COMPLIANCE REPORTING:

Staff recommends the permit expiration date remain July 1, 2040. The Permittee is required to submit and comply with all information and data pursuant to the conditions set forth in the permit.

WITHDRAWAL INFORMATION:

Water Use	Permitted	Requested	Recommended
Average Day (GPD)	19,400,000	24,500,000	24,500,000
Maximum Month (GAL)	725,000,000	1,100,000,000	1,100,000,000

DESCRIPTION:

Florida Agriculture & Mechanical University (FAMU) requests modification of Individual Water Use Permit (IWUP) No. 2B-073-6453-3 for authorization of an increase to currently permitted groundwater withdrawals from the Floridan aquifer for commercial use and for water use from three additional wells.

FAMU currently utilizes a steam and chilled water distribution system to meet their heating and cooling demands. FAMU plans to construct 11 new buildings with an additional 1.3 million square feet of area to be heated and cooled. Three existing wells will be abandoned as a result of the expansion. The recommended quantities are considered to be reasonable and adequate for the university's planned expansion of the campus.

The system is a single pass closed loop system with gravity fed return wells where nominally 100% of withdrawn groundwater is returned to the same aquifer system. FAMU noted that there have not been any known losses beyond what is normal or expected during the last approved permit duration. This use has been without any observed or reported significant impacts to the resource and is not anticipated to interfere with existing legal uses.

PERMIT APPLICATION REVIEW:

Section 373.223, Florida Statutes (F.S.), and section 40A-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) Is a reasonable-beneficial use;
- (b) Will not interfere with any presently existing legal use of water; and,
- (c) Is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permit Applicant's Handbook. District staff have reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit.

RECOMMENDATION:

It is the determination of the staff that the water use amounts recommended, as conditioned, are reasonable-beneficial, consistent with the public's interest, and will not interfere with any presently existing legal use of water. This determination has been made according to provisions of Chapter 373, F.S., and Chapter 40A-2, F.A.C.

Staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 24.5 million gallons; and a maximum monthly withdrawal of 1.1 billion gallons. Staff also

recommends that the expiration date of the permit remain July 1, 2040, and that the permit be conditioned as per the "Conditions for Issuance" included in Exhibit A of the permit document.

FACILITY INFORMATION:

Site Name: Florida A & M University

Supply Well Details								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
14511	FAMU S#CS1	24	250	380	5,000	Floridan Aquifer (Undiff)	Active	Commercial
14512	FAMU S#CS2	24	250	380	5,000	Floridan Aquifer (Undiff)	Active	Commercial
14513	FAMU S#CS4	24	250	400	5,000	Floridan Aquifer (Undiff)	Active	Commercial
15345	FAMU S#01	8	138	245	140	Floridan Aquifer (Undiff)	To Be Abandoned	Commercial
15417	FAMU S#CS3	24	251	380	5,000	Floridan Aquifer (Undiff)	Active	Commercial
15521	FAMU S#05	6	114	250	350	Floridan Aquifer (Undiff)	To Be Abandoned	Commercial
345785	FAMU S#CS6	24	250	380	5,000	Floridan Aquifer (Undiff)	Proposed	Commercial
345786	FAMU S#CS7	24	250	380	5,000	Floridan Aquifer (Undiff)	Proposed	Commercial
345787	FAMU S#CS8	24	250	380	5,000	Floridan Aquifer (Undiff)	Proposed	Commercial

Return Well Details							
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Source Name	Status	Use Type
15337	FAMU R#06	12	300	600	Floridan Aquifer (Undiff)	To Be Abandoned	Commercial
15343	FAMU R#CR1	24	144	250	Floridan Aquifer (Undiff)	Active	Commercial
15344	FAMU R#CR2	24	175	320	Floridan Aquifer (Undiff)	Active	Commercial

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: October 1, 2025

The lawsuit styled ***Northwest Florida Water Management District v. Kenneth Sadler and Mildred Sadler, husband and wife***, continues to be litigated in the Circuit Court in and for Washington County, Florida. The lawsuit alleges continuing trespass and ejectment for the Sadlers' placement and construction of, and failure to remove, certain improvements upon District-owned land. The Washington County Sheriff's Office served the complaint on the Sadlers. The Sadlers did not timely respond to the complaint.

After waiting more than sufficient time to allow for a response from the Sadlers to be filed, the District moved for default judgment. In the interim, the Sadlers filed a letter with the Court, which the Court deemed a response to the complaint and declined to enter a default judgment.

Subsequently, the District has propounded written discovery to the Sadlers and will follow that with a motion for summary judgment to require the Sadlers to remove the improvements from District-owned land.