

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Wednesday, July 8, 2026
81 Water Management Drive
Havana, FL 32333**

1. Opening Ceremonies

Called to order at 1:10 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; Tom Morgan; Kellie Ralston; Anna Upton

Absent: None

2. Special Thanks and Recognition

None.

3. Public Comment

None.

4. Changes to the Agenda

None.

5. Consideration of the following Items Collectively by Consent:

MOTIONED BY TED EVERETT, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE ITEMS A AND B 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 June 10, 2026

Approve the Minutes for June 10, 2026, Governing Board meeting.

B. Approval of the Financial Reports for the Month of May 2026

Approve the Financial Reports for the Month of May 2026.

6. Consideration of Fiscal Year 2026-2027 Tentative Budget, Millage Rate and Dates, Times, and Locations of Public Hearings on the Budget

MOTIONED BY KELLIE RALSTON, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD SET THE AD VALOREM TAX MILLAGE FOR FISCAL YEAR 2026-2027 AT THE ROLLED-BACK RATE OF 0.0201 OF A MILL, AS OF JULY 8, 2026, APPROVE THE FISCAL YEAR 2026-2027 TENTATIVE BUDGET AS PRESENTED, ALLOW STAFF TO MAKE RECOMMENDED ADJUSTMENTS AND CORRECTIONS, AND SUBMIT THE STANDARD FORMAT TENTATIVE BUDGET TO THE GOVERNOR'S OFFICE AND LEGISLATURE BY AUGUST 1, 2026, AND SCHEDULE THE PUBLIC HEARINGS ON THE BUDGET FOR WEDNESDAY, SEPTEMBER

9, 2026, AT 5:05 P.M. EASTERN TIME AT DISTRICT HEADQUARTERS IN HAVANA, FLORIDA AND WEDNESDAY, SEPTEMBER 23, 2026, AT 5:05 P.M. CENTRAL TIME IN PANAMA CITY, FLORIDA. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of New Service Office for the Bureau of Surface Water

MOTIONED BY NICK PATRONIS, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO PURSUE A NEW SERVICE OFFICE FOR THE DIVISION OF REGULATORY SERVICES, BUREAU OF SURFACE WATER, TO BE LOCATED IN ESCAMBIA COUNTY OR SANTA ROSA COUNTY, NEGOTIATE AND ENTER INTO A NEW LEASE AGREEMENT TO MEET CURRENT AND ANTICIPATED OFFICE SPACE NEEDS NOT TO EXCEED \$150,000, SUBJECT TO LEGAL COUNSEL REVIEW AND COMPLIANCE WITH THE DEPARTMENT OF MANAGEMENT SERVICES GUIDELINES, AND AUTHORIZE THE PURCHASE OF FIVE NEW ERP VEHICLES NOT TO EXCEED \$350,000. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Approval of Release of Canal Reservation

MOTIONED BY KELLIE RALSTON, SECONDED BY JERRY PATE, THAT THE GOVERNING BOARD APPROVE RESOLUTION NO. 966 APPROVING THE RELEASE OF THE CANAL RESERVATION FOR PROPERTY OWNED BY THE CONSERVATION FUND IN SECTION 16, TOWNSHIP 7 SOUTH, RANGE 9 WEST, IN GULF COUNTY, FLORIDA. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Consideration of Submittal of Grant Applications to the Florida Department of Environmental Protection

MOTIONED BY TED EVERETT, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD AUTHORIZE STAFF TO SUBMIT GRANT FUNDING APPLICATIONS TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FOLLOWING PROJECTS: (1) SECOND MAGNITUDE SPRINGS WATER QUALITY ASSESSMENT, (2) WAKULLA RIVER AND SPRINGS REVEGETATION PROJECT, (3) JACKSON BLUE SPRING IRRIGATION FLOW METER CALIBRATION PILOT PROJECT, (4) LIVE OAK POINT LIVING SHORELINE, PHASE II, AND (5) PENDING THE RECEIPT OF FEDERAL FUNDING TO BE USED FOR MATCHING FUNDS, THE DUTEX MARSH LIVING SHORELINE PROJECT. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Hydrologic Conditions Update

Informational purposes only.

11. Legal Counsel Report

No legal matters to report.

12. Executive Director Report

Meeting was adjourned at 1:44 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending June 30, 2026

Balance Forward - Operating Funds \$ 38,276,334.70

Operating Funds Received in current month:

Revenue Receipts, Current	\$ 553,833.49	
Contracts Receivable	9,412,277.87	
Other Deposits/Refunds/Adjustments	14,386.66	
Transfers from Lands Accounts	0.00	
Total Deposits during month		<u>9,980,498.02</u>

Total Deposits and Balance Forward \$ 48,256,832.72

Disbursements:

Employee Salaries	573,269.00	
Employee Benefits	367,871.38	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	293,391.28	
Operating Expenses - Services	254,085.38	
Operating Expenses - Commodities	43,679.03	
Operating Capital Outlay	505,766.14	
Grants and Aids	118,171.04	
Total Operating Expenses during month		<u>2,156,233.25</u>
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	13,191.59	
Total Funds Disbursed by check during month		<u>2,169,424.84</u>
Bank Debits (Fees, Deposit Slips, etc.)	0.00	
Transfer to Land Acquisition Account	0.00	

Total Funds Disbursed 2,169,424.84

Cash Balance Operating Funds at month end \$ 46,087,407.88

Operating Depositories:

Petty Cash Fund	250.25	
General Fund Checking	3,107,782.88	
Payroll Account	6,000.00	
Passthrough (EFT) Account	0.00	
Investment Accounts @ 3.83%		
General Fund	11,936,103.41	
Lands Fee Fund	2,463,183.26	
Operations	12,243,235.96	
Okaloosa Regional Reuse	109,289.15	
Mitigation Fund	16,221,562.97	

Total Operating Depositories at month end \$ 46,087,407.88

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending June 30, 2026

Land Acquisition Funds:

Fla. Board of Administration @ 3.83%	\$ 179,275.01	
Total Land Acquisition Funds		179,275.01

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 3.83%	45,470.76	
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Fla. Board of Administration Cypress Springs R&M Account @ 3.83%	<u>916,262.61</u>	
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Total Restricted Land Management Funds		<u>961,733.37</u>
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Total Land Acquisition, and Restricted Management Funds		<u>1,141,008.38</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 1,141,008.38</u></u>
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Approved: _____
Chairman or Executive Director

Date: August 12, 2026

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending June 30, 2026
(Non-Final and Unaudited)

	Current Budget	Actuals Through 6/30/2026	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 4,126,712	\$ 4,105,387	\$ (21,325)	99%
Intergovernmental Revenues	98,662,798	16,282,949	(82,379,849)	17%
Interest on Invested Funds	75,000	1,169,207	1,094,207	1559%
License and Permit Fees	655,000	542,815	(112,185)	83%
Other	1,515,166	356,969	(1,158,197)	24%
Fund Balance	35,441,450		(35,441,450)	0%
Total Sources	\$ 140,476,126	\$ 22,457,328	\$ (118,018,798)	16%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 8,602,904	\$ 3,410,872	\$ 1,664,540	\$ 3,527,492	40%	59%
Acquisition, Restoration and Public Works	81,684,119	9,863,568	26,748,581	45,071,970	12%	45%
Operation and Maintenance of Lands and Works	11,373,303	3,626,080	1,428,591	6,318,632	32%	44%
Regulation	5,251,294	2,875,268	98,779	2,277,247	55%	57%
Outreach	168,038	113,648	-	54,390	68%	68%
Management and Administration	3,172,237	1,960,621	63,493	1,148,123	62%	64%
Total Uses	\$ 110,251,895	\$ 21,850,056	\$ 30,003,985	\$ 58,397,855	20%	47%
Reserves	30,224,231			30,224,231	0%	0%
Total Uses and Reserves	\$ 140,476,126	\$ 21,850,056	\$ 30,003,985	\$ 88,622,086	16%	37%

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 June 30, 2026, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
GENERAL FUND
JUNE 2026

RETIREMENT	06/04/2026	164,686.25
CHECKS	06/05/2026	62,027.04
ACH TRANSFERS	06/05/2026	151,189.60
DIRECT DISBURSMENTS	06/05/2026	87,167.67
CHECKS	06/12/2026	14,091.10
ACH TRANSFERS	06/12/2026	41,236.62
DIRECT DISBURSMENTS	06/13/2026	530.00
CHECKS	06/19/2026	128,078.10
ACH TRANSFERS	06/19/2026	73,447.53
DIRECT DISBURSMENTS	06/19/2026	501,956.39
CHECKS	06/26/2026	104,177.55
ACH TRANSFERS	06/24/2026	247,188.74
DIRECT DISBURSEMENTS	06/24/2026	405.00

\$ 1,576,181.59

Chairman or Executive Director

August 12, 2026
Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
6184	MD OF THE EMERALD COAST	6/5/2026	6,596.16	RECREATION SITE CLEANUP & MAIN
3619	AT&T MOBILITY	6/5/2026	26.65	YAMILAS TABLET
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	6/5/2026	841.90	BCBS MEDICARE
4676	CITY OF MILTON FLORIDA	6/5/2026	30.38	SEWER MILTON OFFICE
4676	CITY OF MILTON FLORIDA	6/5/2026	90.42	DUMPSTER SERVICE
3289	CITY OF TALLAHASSEE	6/5/2026	50.95	LAKE SHORE AND I10
5174	CRAIG BISHOP FARMS, INC.	6/5/2026	19,500.75	AG COST-SHARE COVER CROPS
5989	CXT INC	6/5/2026	1,699.98	WILLIFORD RESTROOM SUPPLIES
4518	ENGINEERED COOLING SERVICES, INC.	6/5/2026	890.96	RUNNING PO FOR HVAC REPAIRS AT HQ
916	FPL NORTHWEST FLORIDA	6/5/2026	527.01	DEFUNIAK ELECTRIC
3713	PRINCIPAL LIFE INSURANCE COMPANY	6/5/2026	9,615.66	LIFE INS DENTAL AND VISION
6134	THOMPSON BROTHERS ANGUS FARMS INC	6/5/2026	19,500.75	AG COST-SHARE COVER CROPS
3711	US POSTAL SERVICE	6/5/2026	2,000.00	REPLENISH HQ POSTAGE METER
4626	WASTE PRO OF FLORIDA, INC	6/5/2026	226.33	SOLID WASTE HQ
4626	WASTE PRO OF FLORIDA, INC	6/5/2026	429.14	DUMPSTER FOR ECONFINA OFFICE AND CANOE LAUNCH
TOTAL CHECKS			\$ 62,027.04	
3293	ANGUS G. ANDREWS, JR.	6/5/2026	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
1617	CAPITAL HEALTH PLAN	6/5/2026	83,588.00	CHP MEDICAL
3405	JOHN B. CROWE	6/5/2026	182.00	TRAVEL REIMBURSEMENT
2241	DEPT. OF THE INTERIOR - USGS	6/5/2026	22,490.00	JOINT FUNDING AGREEMENT - 0006
2702	FISH AND WILDLIFE	6/5/2026	4,154.43	LAW ENFORCEMENT AND SECURITY O
2702	FISH AND WILDLIFE	6/5/2026	913.46	LAW ENFORCEMENT AND SECURITY O
6224	GARRETT IFLAND	6/5/2026	239.00	TRAVEL REIMBURSEMENT
5925	IAN WATERS	6/5/2026	126.00	TRAVEL REIMBURSEMENT
5235	JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS	6/5/2026	13,196.04	ENCUMBER CONTRACT 17-061 BLUE SPRING RD SEWER PROJ
6008	JACOB KUCALA	6/5/2026	110.00	TRAVEL REIMBURSEMENT
5368	KOUNTRY RENTAL NWF, INC.	6/5/2026	600.00	PORTABLE TOILETS FOR WILLIFORD SPRING
5894	ODESSA CLEANING SERVICE LLC	6/5/2026	500.00	JANITORIAL SERVICES FOR ECONFINA FIELD OFFICE
6065	OFF DUTY MANAGEMENT INC	6/5/2026	967.68	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
6065	OFF DUTY MANAGEMENT INC	6/5/2026	1,451.52	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
3813	PENNINGTON, P.A.	6/5/2026	7,856.60	APRIL 2026 LEGAL COUNSEL
5950	PRESS PRINT GRAPHICS LLC	6/5/2026	2,175.00	RECREATION SIGNS
5947	PREVENTIA SECURITY LLC	6/5/2026	75.00	DEFUNIAK OFFICE FIRE/ALARM
5218	WAGeworks, INC.	6/5/2026	132.60	BLANKET PO FOR EMPLOYEE FSA ADMINISTRATION; OCTOBE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	404.27	REPAIR FOR ADA PORTABLE UNIT AT PHIPPS PARK
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	487.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	190.00	RENTAL & SERVICE FOR PORTABLE

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	479.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	380.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	390.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	225.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	100.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/5/2026	215.00	RENTAL & SERVICE FOR PORTABLE
TOTAL ACH DISBURSEMENTS			\$ 151,189.60	
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	6/5/2026	87,167.67	BCBS MEDICAL
TOTAL DIRECT DISBURSEMENT			\$ 87,167.67	
TOTAL AP			\$ 300,384.31	
2992	BANK OF AMERICA	6/12/2026	492.26	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	6/12/2026	1,054.24	MAY 2026 ONLINE ACCESS
5662	BARINEAU HEATING AND AIR CONDITIONING, INC	6/12/2026	1,458.00	RUNNING PO FOR HVAC REPAIRS AT HQ
5496	G & S HOLDINGS LLC	6/12/2026	407.86	FORESTRY TRANSPORT AIR TANK
3309	FAST SIGNS	6/12/2026	152.45	OFFICE NAME PLATES
3193	INSURANCE INFORMATION EXCHANGE	6/12/2026	301.95	BACKGROUND SCREENING
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/12/2026	199.53	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/12/2026	235.16	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/12/2026	209.31	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/12/2026	93.65	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/12/2026	173.32	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/12/2026	208.26	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/12/2026	152.58	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/12/2026	135.29	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/12/2026	3.25	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/12/2026	101.42	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/12/2026	97.46	KONICA MINOLTA COPIER LEASE R&M
6074	L MCARTHUR COMPANY	6/12/2026	2,375.00	HERBICIDE
6107	MOMSHE'S CLEANERS LLC	6/12/2026	1,099.00	JANITORIAL SERVICES FOR DFO
3406	NEECE TRUCK TIRE CENTER INC.	6/12/2026	92.21	RUNNING PO FOR MINOR REPAIRS FOR HQ REG VEHICLES
62	PENSACOLA NEWS-JOURNAL	6/12/2026	257.00	LEGAL ADS-WATER USE PERMITS
110	TALQUIN ELECTRIC COOPERATIVE, INC.	6/12/2026	317.35	WATER/SEWER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	6/12/2026	88.50	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	6/12/2026	2,992.23	ELECTRIC HQ

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
6060	TEAM ONE OF TALLAHASSEE INC	6/12/2026	523.26	REPAIRS TO SCAG ZERO TURN MOWER
3711	US POSTAL SERVICE	6/12/2026	600.00	DFS POSTAGE
6176	VERIZON WIRELESS	6/12/2026	14.04	RMD MACHINE TO MACHINE
5855	WASTE AWAY GROUP INC	6/12/2026	256.52	DUMPSTER SERVICES FOR COTTON LANDING - CHOCTAW
TOTAL CHECKS			\$ 14,091.10	
4855	ENVIRON SERVICES INCORPORATED	6/12/2026	2,162.50	JANITORIAL SERVICES FOR HQ
1695	JAMES MOORE & COMPANY	6/12/2026	18,600.00	INDEPENDANT AUDITOR SERVICES
1695	JAMES MOORE & COMPANY	6/12/2026	2,978.00	INDEPENDANT AUDITOR SERVICES
5368	KOUNTRY RENTAL NWF, INC.	6/12/2026	10,560.00	SERVICE FOR PORTABLE TOILETS-C
5368	KOUNTRY RENTAL NWF, INC.	6/12/2026	600.00	PORTABLE TOILETS FOR WILLIFORD SPRING
6065	OFF DUTY MANAGEMENT INC	6/12/2026	967.68	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
6065	OFF DUTY MANAGEMENT INC	6/12/2026	573.44	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
1180	PRI ENTERPRISES	6/12/2026	64.80	CLOTHING-K. COCOS
1180	PRI ENTERPRISES	6/12/2026	123.30	REG CLOTHING-C. STEELE
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	6/12/2026	4,606.90	RECREATION SITE CLEAN UP AND M
TOTAL ACH DISBURSEMENTS			\$ 41,236.62	
5944	REFUND NIC	6/12/2026	35.00	275717088 - REFUND WITHDRAWN WELL PERMIT# 330450-1
5944	REFUND NIC	6/12/2026	250.00	240413074 - REFUND WITHDRAWN WELL PERMIT# 327434-1
5944	REFUND NIC	6/12/2026	35.00	276106344 - REFUND WITHDRAWN WELL PERMIT# 330208-2
5944	REFUND NIC	6/12/2026	10.00	276106844 - REFUND WITHDRAWN WELL PERMIT# 330496-1
5944	REFUND NIC	6/12/2026	150.00	276959684 - REFUND WITHDRAWN WELL PERMIT# 330494-2
5944	REFUND NIC	6/12/2026	50.00	277148414 - REFUND WITHDRAWN WELL PERMIT# 330611-1
TOTAL DIRECT DISBURSEMENTS			\$ 530.00	
TOTAL AP			\$ 55,857.72	
767	CALHOUN COUNTY TAX COLLECTOR	6/19/2026	5,828.71	PILT for 2025
3337	FORESTECH CONSULTING	6/19/2026	522.50	LAND MANAGEMENT DATABASE
916	FPL NORTHWEST FLORIDA	6/19/2026	420.36	MILTON ELECTRIC
3640	GLASS PRO SHOP, INC	6/19/2026	991.00	WINDSHIELD REPLACEMENT FOR WMD-97188
6164	GREENPOINT AG HOLDINGS INC	6/19/2026	8,477.50	HERBICIDE FOR VEGETATION CONTROL
247	HOLMES COUNTY TAX COLLECTOR	6/19/2026	1,997.13	PILT FOR CY 2025
3179	JACKSON COUNTY TAX COLLECTOR	6/19/2026	10,985.41	PILT FOR CY 2025
5965	NIC SERVICES	6/19/2026	1,204.28	ONLINE PAYMENT CHARGES
5764	SOUTHERN CLEANING SUPPLY LLC	6/19/2026	614.90	RECREATION SITE SUPPLIES
3941	TYLER TECHNOLOGIES, INC.	6/19/2026	20,877.43	DISASTER RECOVERY SERVICE 6/24/26-6/23/27
3941	TYLER TECHNOLOGIES, INC.	6/19/2026	7,644.96	MUNIS - PACE RENEWAL/CONFERENCE

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4298	WAKULLA CO TAX COLLECTOR	6/19/2026	3,302.41	PILT FOR 2025
424	WALTON COUNTY TAX COLLECTOR	6/19/2026	19,328.40	PILT FOR CY 2025
3180	WASHINGTON COUNTY TAX COLLECTOR	6/19/2026	45,772.95	PILT FOR CY 2025
4038	WINDSTREAM COMMUNICATIONS	6/19/2026	110.16	800 NUMBERS AND LONG DISTANCE
TOTAL CHECKS			\$ 128,078.10	
3506	THOMAS E. BROWN	6/19/2026	125.86	TRAVEL REIMBURSEMENT
6226	CRYSTAL STEELE	6/19/2026	79.00	TRAVEL REIMBURSEMENT
5951	D3 AIR AND SPACE OPERATIONS INC	6/19/2026	8,429.60	STAFF AUGMENTATION
5749	DUMPSTER SERVICES LLC	6/19/2026	550.00	30 YARD ROLL OFF DUMPSTER
6083	DYLAN COOK	6/19/2026	1,052.28	TUITION REIMBURSEMENT
2702	FISH AND WILDLIFE	6/19/2026	515.83	LAW ENFORCEMENT AND SECURITY O
2701	FLORIDA MUNICIPAL INSURANCE TRUST	6/19/2026	45,087.00	FY 25-26 Q4
4961	PETER FOLLAND	6/19/2026	126.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	6/19/2026	126.00	TRAVEL REIMBURSEMENT
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	6/19/2026	611.62	REDIFLOW III CONTROLLER UPGRADE
2268	INNOVATIVE OFFICE SOLUTIONS, INC	6/19/2026	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037
5179	BERKMAN LLC	6/19/2026	4,800.00	LEXTREE CONTRACT MANAGEMENT
387	LIBERTY CO. TAX COLLECTOR	6/19/2026	7,533.05	PILT FOR CY 2025
6065	OFF DUTY MANAGEMENT INC	6/19/2026	967.68	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	6/19/2026	110.00	BLANKET PO FOR PRE-HIRE, POST ACCIDENT AND CDL DRU
1180	PRI ENTERPRISES	6/19/2026	1,710.00	411SPU-21-148 TRASH RECEPTACLE HEAVY DUTY LID 32
4607	QUADIENT LEASING USA, INC	6/19/2026	686.61	MAILING SYSTEMS FOR HQ AND DEFUNIAK SPRINGS
5218	WAGeworks, INC.	6/19/2026	100.00	COBRA ADMINISTRATION
TOTAL ACH DISBURSEMENTS			\$ 73,447.53	
2967	BANK OF AMERICA	6/19/2026	5,781.81	MAY 2026 P-CARD CHARGES
2967	BANK OF AMERICA	6/19/2026	108.53	OPENVOICE AUDIO SERVICE
2967	BANK OF AMERICA	6/19/2026	75.96	REG OFFICE/FIELD SUPPLIES-AMAZON
2967	BANK OF AMERICA	6/19/2026	199.72	REG OFFICE SUPPLIES/BOOTS-AMAZON
2967	BANK OF AMERICA	6/19/2026	610.59	AMAZON ORDER - BUILDING SUPPLIES AND PENS
2967	BANK OF AMERICA	6/19/2026	836.29	SERVER EQUIPMENT - AMAZON
2967	BANK OF AMERICA	6/19/2026	174.20	OFFCIE SUPPLIES-LAB SUPPLIES - AMAZON ORDER
2967	BANK OF AMERICA	6/19/2026	126.35	WMD96274 REPAIRS - ROADMART MARIANNA
4605	PENNINGTON LAW FIRM TRUST ACCOUNT	6/19/2026	494,042.94	CLOSING FUNDS FOR DOTTIE ANN WEST LIV TRUST
TOTAL DIRECT DISBURSEMENTS			\$ 501,956.39	
TOTAL AP			\$ 703,482.02	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5768	ALFORD BROTHERS INC	6/26/2026	94.85	RUNNING PO FOR MINOR REPAIRS ON RMD VEHICLES
5662	BARINEAU HEATING AND AIR CONDITIONING, INC	6/26/2026	506.69	RUNNING PO FOR HVAC REPAIRS AT HQ
3158	BELL,GRIFFITH & ASSOCIATES, INC.	6/26/2026	4,000.00	APPRAISAL OF 115-ACRE SURPLUS TRACT
5131	CITY OF DEFUNIAK SPRINGS	6/26/2026	3,500.00	REFUND 328362-1 ERP PERMIT PAYMENT OVERPAYMENT
5131	CITY OF DEFUNIAK SPRINGS	6/26/2026	256.57	CITY OF DEFUNIAK WATER/SEWER
26	FLORIDA DEPARTMENT OF STATE	6/26/2026	37.24	LEGAL ADS FOR GOVERNING BOARD
4109	GULF CO BOARD OF COUNTY COMMISSIONERS	6/26/2026	65,973.50	FLORIDAN AQUIFER PRODUCTION WE
1395	KETCHAM APPRAISAL GROUP, P. A.,INC.	6/26/2026	1,395.00	REVIEW APPRAISAL OF 115-ACRE SURPLUS TRACT
5969	LEE TRAILER SALES LLC	6/26/2026	3,102.00	TRAILER FOR REG GROUNDWATER
5680	MCKENZIE MOTOR COMPANY	6/26/2026	113.83	MINOR REPAIRS FOR REG VEHICLES
4068	RING POWER CORPORATION	6/26/2026	11,723.20	CV 199 VIBRATORY COMPACTOR
3568	THOMPSON TRACTOR CO., INC.	6/26/2026	2,539.28	CAT 299XE REPAIRS
4557	VERIZON WIRELESS	6/26/2026	1,227.39	CELL PHONES AND JET PACKS
5612	WETLAND SOLUTIONS, INC.	6/26/2026	9,708.00	HYDROLOGIC & WATER QUALITY DAT
TOTAL CHECKS			\$ 104,177.55	
5450	CAITLIN BRONGEL	6/26/2026	58.70	TRAVEL REIMBURSEMENT
2241	DEPT. OF THE INTERIOR - USGS	6/26/2026	3,465.00	JOINT FUNDING AGREEMENT - 0048
4807	WEX BANK	6/26/2026	19,943.58	MAY 2026 FUEL/SERVICE CHARGES/GPS SVC
4961	PETER FOLLAND	6/26/2026	90.00	TRAVEL REIMBURSEMENT
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	6/26/2026	1,252.78	SAMPLING SUPPLIES - TUBING AND FILTERS
4600	MYTHICS LLC	6/26/2026	34,032.24	ORACLE LICENSE RENEWAL FOR E-REG
6065	OFF DUTY MANAGEMENT INC	6/26/2026	1,315.44	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
3813	PENNINGTON, P.A.	6/26/2026	9,375.00	MAY 2026 LEGAL COUNSEL
6218	STEPHEN CONLEY	6/26/2026	126.00	TRAVEL REIMBURSEMENT
5884	TRE INDUSTRIES LLC	6/26/2026	50.00	LABRATORY TESTING
6000	ZULU MARINE SERVICES INC	6/26/2026	177,480.00	E.C. DEBRIS REMOVAL POWERLINE
TOTAL ACH DISBURSEMENTS			\$ 247,188.74	
5944	REFUND NIC	6/26/2026	50.00	278326258 - REFUND WITHDRAWN WELL PERMIT# 330733-1
5944	REFUND NIC	6/26/2026	320.00	REFUND 329932-1 ERP PERMIT WITHDRAWN
5944	REFUND NIC	6/26/2026	35.00	279535690 - REFUND WITHDRAWN WELL PERMIT# 330904-1
TOTAL DIRECT DISBURSEMENTS			\$ 405.00	
TOTAL AP			\$ 351,771.29	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
PAYROLL
JUNE 2026

DIRECT DEPOSIT	06/12/2026	\$	279,702.66
CHECKS	06/12/2026		1,165.50
FLEX SPENDING TRANSFER	06/12/2026		1,989.00
DIRECT DEPOSIT	06/26/2026		303,625.23
CHECKS	06/26/2026		4,771.86
FLEX SPENDING TRANSFER	06/26/2026		1,989.00

\$ 593,243.25

Chairman or Executive Director

August 12, 2026

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

DATE: August 12, 2026

SUBJECT: Consideration of Acceptance of Audit Report No. 26-01

Recommendation:

Staff recommends the Governing Board accept Report No. 26-01.

Background:

Report No. 26-01, 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. 25-04. The content of Report 26-01 is confidential and exempt from public disclosure pursuant to Section 281.301, Florida Statutes.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andy Joslyn, Deputy Executive Director

FROM: Jack Furney, Director, Division of Administrative Services

DATE: August 12, 2026

SUBJECT: Request for Release of Fiscal Year 2026-2027 State Appropriations and
Authorization to Enter into Related Agreements and Amendments

Recommendation

Staff recommends the Governing Board adopt Resolution No. 967 to request the Secretary of the Florida Department of Environmental Protection (DEP) to release funds from the State of Florida's Fiscal Year (FY) 2026-27 General Appropriations Act (GAA) to the Northwest Florida Water Management District from the Land Acquisition Trust Fund in an amount up to \$12,132,231 and from General Revenue in an amount up to \$4,000,000, and authorize the Executive Director to enter into agreements or amendments with DEP for these funds.

Background

As is done at the beginning of each new District fiscal year, a Governing Board Resolution requests the release of funds from the DEP that were appropriated in the State of Florida's General Appropriations Act. Chapter 373 requires a resolution for funds deemed necessary to defray the costs of the administrative, regulatory, and other activities of the districts, including GAA line items for:

- Environmental Resource Permitting Program,
- Land Management,
- Minimum Flows and Levels, and
- General Operations funding

Resolution No. 967 requests the release of funds from the DEP that were appropriated in the State of Florida's FY 2026-27 GAA, Section 5 – Natural Resources/Environment/Growth Management/Transportation, under Aid to Local Governments in the Grants and Aids category from the Land Acquisition Trust Fund (LATF) and General Revenue (GR), in amounts, up to the following:

Line Item	Purpose	Funding Source	GAA Amount
1726	Environmental Resource Permitting Program	LATF GR	\$1,851,231 \$4,000,000
1727	Operations	LATF	\$3,360,000
1731	Land Management	LATF	\$5,110,000
1732	Minimum Flows and Levels	LATF	\$1,811,000
TOTAL			\$16,132,231

The District will invoice DEP to obtain these funds in amounts and a manner agreed to by the Department. This will typically include an agreement, such as a memorandum of understanding or funding agreement, and through a resolution adopted by the Governing Board.

Other funds appropriated in the FY 2026-27 GAA, such as water quality enhancement and accountability, innovative technology, alternative water supply, and springs restoration, will be provided to the Governing Board for approval, as needed, and administered through separate DEP agreements.



Lyle Seigler
Executive Director

Northwest Florida Water Management District

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

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

RESOLUTION NO. 967

Request for Monies from the State of Florida Fiscal Year 2026-2027 General Appropriation Act and from the Department of Environmental Protection

WHEREAS, funds have been appropriated to the Northwest Florida Water Management District in the State of Florida's Fiscal Year 2026-27 General Appropriations Act (GAA) that went into effect July 1, 2026; and

WHEREAS, funds appropriated shall be transferred to the District after review of the Secretary of the Department of Environmental Protection and upon receipt of a Governing Board resolution requesting such funds; and

WHEREAS, the amounts and purposes of the appropriated funds include \$5,851,231 for environmental resource permitting, \$3,360,000 for operations of the District, \$5,110,000 for land management, \$1,811,000 for MFLs; and

WHEREAS, the District understands that the funds provided are available and will invoice the Department of Environmental Protection to obtain these funds in amounts and a manner agreed to by the Department; and

NOW THEREFORE BE IT RESOLVED that the Governing Board of the Northwest Florida Water Management District hereby requests that the Secretary of the Department of Environmental Protection release the FY 2026-2027 GAA appropriated funds to the District in the amounts and from the revenue sources identified in the GAA; and

BE IT FURTHER RESOLVED that this resolution be transmitted to the Secretary of the Department of Environmental Protection; and

BE IT FURTHER RESOLVED that the Chairman of the Governing Board is authorized to affix his signature to this resolution on behalf of the Board and attested by its Secretary-Treasurer or Acting Secretary-Treasurer.

PASSED AND ADOPTED this 12th day of August 2026, A.D.

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

ATTEST:

George Roberts, Chair

Nick Patronis, Secretary-Treasurer

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

NICK PATRONIS
Secretary
Panama City

JOHN W. ALTER
Malone

GUS ANDREWS
DeFuniak Springs

TED EVERETT
Chipley

TOM MORGAN
Apalachicola

KELLIE RALSTON
Tallahassee

ANNA UPTON
Tallahassee

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andy Joslyn, Deputy Executive Director

FROM: Jack Furney, Director, Division of Administrative Services

DATE: August 12, 2026

SUBJECT: Consideration of Resolution No. 968 Committing Fiscal Year 2025-2026 Fund Balances as Required by GASB Statement No. 54

Recommendation

Staff recommends the Governing Board adopt Resolution No. 968 to commit fund balances from the General Fund for Fiscal Year 2025-2026 as follows:

- Commit \$121,125 for Water Resource Investigations.
- Commit \$1,785,819 for Water Supply Development Assistance Grants.
Commit \$1,023,316 for Surface Water Projects.
- Commit the amount of the General Fund balance for an Economic Stabilization Fund pursuant to District policy.

Background

Beginning with the Fiscal Year 2010-2011 financial statements, the District adopted the Governmental Accounting Standards Board (GASB) Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*. GASB 54 establishes classifications to which government entities report their fund balances.

Under GASB 54, the Board is required to designate committed fund balances prior to September 30 each year.

Fund balances are reported under a hierarchy of five classifications:

- Non-spendable – Represents assets that are nonliquid (such as inventory) or legally or contractually required to be maintained intact (such as the principal amount of an endowment).

- Restricted – When constraints are placed on the use of resources for a specific purpose by enabling legislation (legally enforceable), external parties or constitutional provisions.
- Committed – When constraints are created by the governing body on how it will spend its resources. These are enacted via legislation or resolution by the Board and are in place as of the end of the fiscal period. The restraints remain binding until rescinded or changed by the same method the constraints were created.
- Assigned – Designation of amounts by either the governing body or staff (if authorized) to be used for a specific purpose narrower than the purpose of the fund. Only used for General Fund reserves.
- Unassigned – The excess of total ending fund balance not otherwise restricted. Only the General Fund has an unassigned category since money remaining in any other fund is automatically designated or assigned to the purpose of the fund.

The District accounts for all financial resources through a General Fund, the District's primary operating fund, four Special Revenue Funds, and a Capital Projects Fund used to account for revenue sources that are limited to expenditures for specific purposes. Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes other than debt service or capital projects. If the balance of a Special Revenue Fund is not formally restricted or committed by fiscal year end, then it must be reported as part of the General Fund for year-end audited financial statement purposes. A Capital Projects Fund is used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Special Revenue Funds include these four funds:

- Regulation Fund - Provides for all regulatory permitting, licensing and enforcement activities including the Environmental Resource Permitting Program, pursuant to Sections 373.413 and 373.4131, Florida Statutes. (Fund balance is restricted.)
- Special Projects Fund –
 - Accounts for all resource management projects and activities funded through revenue sources from grants and contracts with federal, state, or local government entities, as well as from an annual general operations state appropriation. Revenues have mainly been provided from Florida Department of Environmental Protection (DEP); Federal Emergency Management Agency (FEMA); U.S. Environmental Protection Agency (EPA); and state appropriations from the Land Acquisition Trust Fund (LATF), Ecosystem Management and Restoration Trust Fund, and Water Management Land Trust Fund (WMLTF). If there was an ending balance from these sources, the amounts would revert to the General Fund.
 - Accounts for revenue and expenditure of state funds annually appropriated for the District's Minimum Flows and Minimum Water Levels (MFLs) program for the purposes of Sections 373.041 and 373.042, Florida Statutes. (Fund balance is restricted.)
- Lands Management Fund - Accounts for activities associated with the management, improvement, maintenance, and restoration of District-owned lands. Revenues have been

provided through timber sales and annual state appropriations for land management purposes. (Fund balance is restricted.)

- Mitigation Fund - Accounts for all District mitigation projects and activities funded primarily through the Florida Department of Transportation for the purposes of Section 373.4137, Florida Statutes. Expenditures include land acquisitions, restorations, monitoring, and other water resource related activities. (Fund balance is restricted.)

Capital Projects Funds include this fund:

- Capital Improvement & Land Acquisition Fund - Accounts for the acquisition of fixed assets and construction of major capital projects. The District uses the Capital Improvement & Land Acquisition Fund for all land acquisitions and capital construction and improvements. Funds have been provided mainly from Preservation 2000, Save our Rivers, and Florida Forever revenue sources. (Fund balance is restricted.)



Lyle Seigler
Executive Director

Northwest Florida Water Management District

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

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

RESOLUTION NO. 968

Committing Fund Balance Reserves for Fiscal Year Ending September 30, 2026 as Required by GASB 54

WHEREAS, the 2025-26 fiscal year of the Northwest Florida Water Management District extends from October 1, 2025, through September 30, 2026; and

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement No. 54 (GASB 54), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

WHEREAS, the Northwest Florida Water Management District implemented GASB 54 requirements, to apply to its financial statements beginning with the October 1, 2010, through September 30, 2011 fiscal year and prior to the end of each fiscal year thereafter; and

WHEREAS, the Northwest Florida Water Management District implemented a fund balance policy beginning in Fiscal Year 2010-2011, amended in Fiscal Year 2011-2012, which follows:

Fund balance measures the net financial resources available to finance expenditures of future periods.

The District's General Fund Balance will be Committed and Assigned to provide the District with sufficient working capital and a margin of safety to address unanticipated needs and emergencies without borrowing. The General Fund Balance may only be appropriated, by the Governing Board, by Resolution adopting a budget or amendment to the Adopted Budget.

Fund Balances of the District may be committed for a specific source by Resolution of the Governing Board. Amendments or modifications of the committed fund balance must also be approved by the Governing Board by rescinding the Resolution or adopting a new Resolution.

When it is appropriate for fund balances to be assigned, the Board will assign funds or delegate authority to the Executive Director.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

NICK PATRONIS
Secretary
Panama City

JOHN W. ALTER
Malone

GUS ANDREWS
DeFuniak Springs

TED EVERETT
Chipley

TOM MORGAN
Apalachicola

KELLIE RALSTON
Tallahassee

ANNA UPTON
Tallahassee

NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Northwest Florida Water Management District that fund balances from the General Fund will be committed for Fiscal Year 2025-26 as follows:

- Commit \$121,125 for Water Resource Investigations.
- Commit \$1,785,819 for Water Supply Development Assistance Grants.
- Commit \$1,023,316 for Surface Water Projects.
- Commit the amount of the General Fund balance for an Economic Stabilization Fund pursuant to District policy.

PASSED AND ADOPTED this 12th day of August 2026, A.D.

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

ATTEST:

George Roberts, Chair

Nick Patronis, Secretary-Treasurer

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Danny Layfield, Director, Division of Asset Management

DATE: July 28, 2026

SUBJECT: Consideration of Fiscal Year 2026-2027 Information Technology Spending Authority

Recommendation

Staff recommends the Governing Board approve the following procurements for FY 2026-2027, contingent upon approval of the District's FY 2026-2027 budget.

- Department of Management Services (DMS) competitively procured the purchase of Internet access, telephony circuits, and security services for District headquarters, field offices, and connections to other water management districts, not to exceed \$365,000.
- Sole source purchase of annual support and licensing for Munis (accounting software from Tyler Technologies), not to exceed \$295,000.
- Sole source purchase of Geographic Information Systems (GIS) ARC GIS and ARC Online licensing, training, support, and consulting from Environmental Systems Research Institute (ESRI), not to exceed \$200,000.
- Sole source purchase of Aquarius Time-Series, Hydrometric Workstation, Server, WebPortal, Connect, Samples, Database Migration, Cloud Hosting and Support and Maintenance from Aquatic Informatics, Inc., not to exceed \$180,000.
- State of Florida contract purchase of Microsoft licensing for Microsoft Server and Workstation operating systems and software, SQL Database Server, SharePoint Server, and Office 365 for Microsoft through an approved partner, not to exceed \$245,000.
- State of Florida contract purchase of D3 Air & Space Operations for IT/GIS Staff Augmentation and Cross Platform Integration Services, not to exceed \$145,000.
- State of Florida contract or approved re-seller for the purchase of Cohesity Dataprotect Security Management licensing and support for cloud based data security, retention, and recovery through an approved partner, not to exceed \$285,000.

- State of Florida contract or approved re-seller for the purchase of Check Point for network security services, enterprise based threat protection, licensing and support, not to exceed \$205,000.
- State of Florida contract or approved re-seller for the purchase of Computers At Work!, Inc. D/B/A vTECH io, for replacement of centralized network storage disk array, VM servers and licensing and support, not to exceed \$700,000.
- State of Florida contract or approved re-seller for the purchase of Dell computers, servers, peripherals, networking equipment, associated software, licensing and support, not to exceed \$305,000.

Background

The District's policies and procedures manual requires all purchases over \$65,000 be approved by the Governing Board. This includes "multiple purchases with the same vendor for the same purpose or within the same scope of work, each under \$65,000". In addition to competitively procured purchases, the approval threshold is also made applicable to state-term contracts.

The Information Technology Bureau actively pursues competitive quotes from a wide range of vendors and considers possible alternative solutions. This ensures that the District continues to get the best value for the taxpayers.

The Information Technology Bureau anticipates the following purchases:

- Internet access, telephony circuits, and security services from the DMS SUNCOM Network. SUNCOM is established within DMS as the state enterprise telecommunications system. DMS competitively procures these services from multiple vendors, i.e. Harris, AT&T, CenturyLink, and Verizon, to provide Internet access, telephony circuits, and security services for District headquarters, field offices, and connections to other water management districts.
- Enterprise Resource Planning/Financial software named Munis from Tyler Technologies. Munis is the District's core business software for accounting, budget, general ledger, employee self-service, project accounting, purchase orders, requisitions, and administrative reporting. This solution was initially a competitive procurement. Ongoing support, maintenance, and updates are purchased annually as a sole source through Tyler Technologies.
- GIS licensing, training and consulting from ESRI, including ARC GIS, ARC Online, ARC Collector to provide geospatial data, maps, field applications and dashboarding to District staff and the public. In addition, the District plans to maintain the level of participation in the ESRI Enterprise Advantage Program (EEAP) for maintenance and updates to meet anticipated needs at a reduced cost per unit.
- The hydrologic and water quality databases store data collected by District staff, contractors, and other agencies. Aquarius Cloud Platform host these databases and integrates them with the District's existing Aquarius hydrologic data applications and database for continuous data access and integration. Aquatic Informatics, the company that makes and manages the family of Aquarius hydrologic data applications, was procured via single source as they are the sole provider of Aquarius software, Aquarius Service Maintenance Agreements (SMA), Aquarius Cloud, and professional services related to these products.

- Microsoft licensing for Microsoft server and workstation operating systems and software including SQL database server, SharePoint server, and Office 365 from the lowest priced authorized re-seller.
- D3 Air & Space Operations staff augmentation for custom workflow scripting, database development and migration, server infrastructure and cross platform integration for on-premise applications, cloud-based applications and GIS web and mobile data security.
- Cohesity licensing for Dataprotect Security Management licensing and maintenance for cloud-based data security, retention, and recovery from the lowest priced authorized re-seller.
- At Work!, Inc. D/B/A vTECH io, for replacement of centralized network storage disk array, VM servers and licensing and support from the lowest priced authorized re-seller.
- Dell enterprise computers, servers, peripherals, networking equipment, associated software, licensing, and support from the lowest priced authorized re-seller.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Danny Layfield, Director, Division of Asset Management

DATE: July 28, 2026

SUBJECT: Consideration of Fiscal Year 2026-2027 Delegation of Spending Authority for Vehicles

Recommendation

Staff recommends the Governing Board approve and provide the Executive Director with spending authority in an amount not to exceed \$160,000 for vehicle purchases through the State of Florida and/or Florida Sheriff's Association contract for two (2) pickups in FY 2026-2027, contingent upon approval of the District's FY 2026-2027 budget.

Background

Each year, the District purchases vehicles as necessary. As part of that annual plan, each Division has identified vehicles for purchase. The items identified below are mission critical and will replace current vehicles that have exceeded the District's minimum replacement thresholds (either mileage/year/maintenance cost).

District purchases of vehicles will be made using state and alternate contract sources first, followed by the local market within the District's 16-county area, followed by areas outside the District 16-county area.

The District anticipates the following purchases for FY 2026-2027 (\$160,000):

- **State of Florida and/or Florida Sheriff's Association contract for the purchase of vehicles:** State of Florida contract purchase of two (2) pickups, not to exceed \$160,000. Both vehicles are being purchased to replace aging vehicles that have met the District's minimum replacement threshold.

Type	Quantity	Division	FY Purchase	Amount
Pickup	2	ASM(1), REG(1)	FY 26-27	\$160,000

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Benjamin Faure, Chief, Bureau of Land Management Operations

DATE: July 15, 2026

SUBJECT: Consideration of Delegation of Spending Authority for Fiscal Year 2026-2027
Prescribed Burning and Vegetation Management Services

Recommendation

Staff recommends the Governing Board approve and authorize the Executive Director to issue individual or cumulative task orders that exceed the delegated spending authority to Attack-One Fire Management Services, Inc., B&B Dugger, Inc., and Wildlands Service, Inc. to facilitate prescribed burning and vegetation management services during Fiscal Year 2026-2027, subject to Governing Board approval of the FY 2026-2027 budget and legal counsel review.

Background

The District has contracts with Attack-One Fire Management Services, Inc., B&B Dugger, Inc. and Wildlands Service, Inc. for prescribed burning and vegetation management services through October 31, 2027, to accomplish District resource management objectives. The District utilizes a competitive request for quotes and awards task orders to the lowest bidder(s) to assign these work activities.

It is anticipated that the contractors will each be awarded work on an individual or cumulative basis that exceeds the \$65,000 spending threshold under the Executive Director's authority during the fiscal year. Because these are routine work orders that are issued at various times throughout the year, staff is requesting that the Governing Board authorize the Executive Director to issue task orders for prescribed burning and vegetation management that exceed the cumulative and individual thresholds under the standard spending authority. Work would only be assigned to the amount budgeted for these services in the given fiscal year.

DL/bf

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Danny Layfield, Director, Division of Asset Management

DATE: July 28, 2026

SUBJECT: Consideration of Renewal with Foundation Risk Partners Corp. and Spending Authority for Insurance Coverages

Recommendation

Staff recommends the Governing Board exercise the optional two-year renewal with Foundation Risk Partners Corp., d/b/a Acentria Public Risk, using Pat Thomas and Associates as the agent, and provide the Executive Director with spending authority for FY 2026-2027 in an amount not to exceed \$225,000 to provide the District's property, casualty, liability, automobile, watercraft, workers compensation, and performance bond insurance coverages beginning October 1, 2026, contingent upon approval of the District's FY 2026-2027 budget.

Background

In July 2021, District staff issued a Request for Proposal (RFP 21-002) to obtain insurance coverage for the next five years (starting October 1, 2021 going through September 30, 2026). The initial five-year term ends September 30, 2026; however, there is a provision to allow for two two-year renewals. Since October 1, 2021, the District's insurance has been provided by Foundation Risk Partners Corp., d/b/a Acentria Public Risk, using Pat Thomas and Associates as the agent. The insurance provided through Acentria Public Risk includes the following: property, casualty, liability, automobile, watercraft, workers compensation, and performance bond insurance coverages.

At this time, staff is requesting to renew with Foundation Risk Partners Corp., d/b/a Acentria Public Risk, using Pat Thomas and Associates as the agent for FY 2026-27 and FY 2027-28 and spending authority for FY 2026-27 to maintain insurance coverages as discussed above.

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: July 28, 2026

SUBJECT: Consideration of Fiscal Year 2026-2027 Contractual Services to Support the Regional Mitigation Program

Recommendation

Staff recommends the Governing Board authorize the Executive Director to issue individual or cumulative task orders or purchase orders that exceed the delegated spending authority to facilitate contracted services to support the District's Regional Mitigation Program not to exceed \$1,220,500 for Fiscal Year (FY) 2026-2027, subject to Governing Board approval of the FY 2026-2027 budget.

Background

Since 1996 and pursuant to section 373.4137, Florida Statutes, the District has developed 35 mitigation sites, 32 of which are for Florida Department of Transportation (FDOT) mitigation, that together have provided restoration, enhancement and preservation of wetland resources and functions for more than 10,000 acres. This, in turn, has provided compensatory mitigation, as required under State and Federal law, to offset impacts incurred by the FDOT. As a result, FDOT has been able to implement more than 85 transportation-improvement projects across northwest Florida.

Priority projects for FY 2026-27 include prescribed burning, herbicide application, and mowing of shrubs at the following mitigation sites: Dutex, Perdido II, Plum Creek, Yellow River Ranch, Lafayette Creek, Ward Creek West and the Sand Hill Lakes Mitigation Bank. Additional planting of salt marsh vegetation at the Live Oak Point Living Shoreline project is anticipated.

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: Ben Faure, Chief, Bureau of Land Management Operations

DATE: July 22, 2026

SUBJECT: Consideration of Three-Year Contract Renewal with Xtreme Logistics Gulf Coast, LLC, D/B/A Xtreme Pumping and Septic, for Rental and Service of Portable and Compost/Vault Toilets for the East and West Regions

Recommendation

Staff recommends the Governing Board approve the contract renewal with Xtreme Logistics Gulf Coast, LLC, D/B/A Xtreme Pumping and Septic, for rental and service of portable toilets and one compost/vault toilet for the East and West Regions and authorize the Executive Director to execute a three-year amendment with Xtreme Logistics Gulf Coast, LLC, D/B/A Xtreme Pumping and Septic, in the amount of \$162,808 for a period starting October 1, 2026 through September 30, 2029, subject to legal counsel review and approval of the FY 2026-2027 through FY 2028-2029 budgets.

Background

On September 1, 2023, the District issued an Invitation to Bid (ITB 24B-002) for rental and service of portable and compost/vault toilets for the East and West Regions. The East Region included two recreation sites in the Chipola River WMA, one recreation site in the Apalachicola River WMA, and the West Region included 10 recreation sites in the Escambia River and Perdido River WMAs.

On October 10, 2023, the District opened one sealed bid in response to this Invitation to Bid from Xtreme Logistics Gulf Coast, LLC, D/B/A Xtreme Pumping and Septic (Xtreme), in the amount of \$141,540 to provide the units and conduct the specified services for up to 15 ADA-compliant portable toilet units, eight regular portable toilet units, and the servicing of one compost/vault toilet from November 1, 2023 through September 30, 2026.

The ITB and agreement provided for an option to renew for one additional three-year period, starting October 1, 2026 through September 30, 2029. Since awarding this contract to

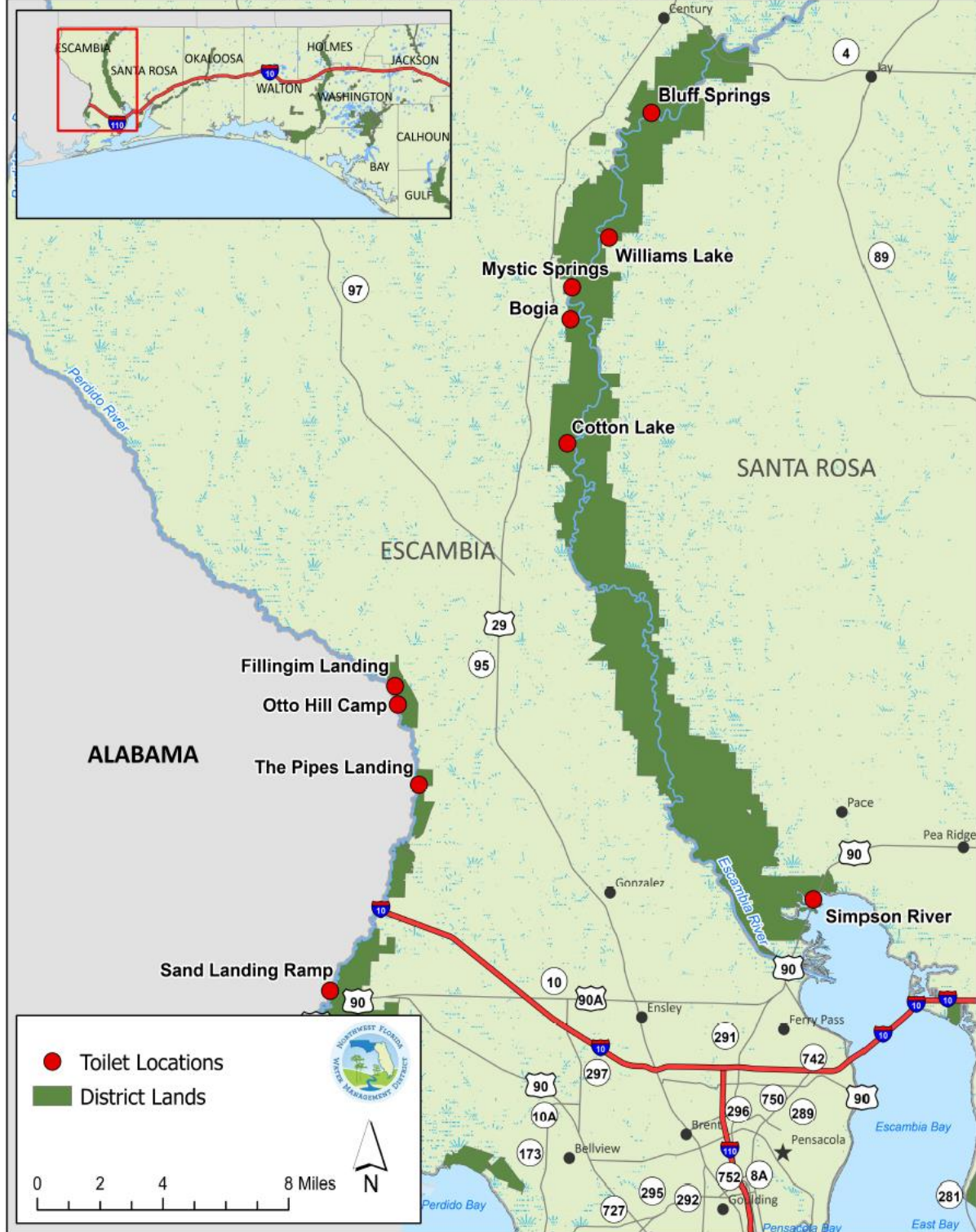
Xtreme, several recreation sites and services have been added to the contract, including Mystic Springs campsite in the Escambia River WMA (addition of one regular unit), Christoff Landing campsite in the Chipola River WMA (addition of one ADA unit), adding weekly servicing for Florida River Island campsite six months of the year, and Elinor Klapp-Phipps Park (addition of one ADA unit) in Leon County, contributing to a higher renewal price (Exhibit Maps A and B). Through this renewal, Xtreme continues to charge the same prices for the portable units and specified services as stated in response to ITB 24B-002 and the additional units/services added through amendments are at the same unit prices (\$190 for an ADA unit and \$99 for a regular unit) as stated in response to ITB 24B-002. Due to the additional sites and services added to the contract during the last 34 months, the three-year renewal amount increased to \$162,808.

BF/ljs

Exhibit A Map - East Region Locations



Exhibit B Map - West Region Locations



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: Benjamin Faure, Bureau Chief, Land Management Operations

DATE: July 22, 2026

SUBJECT: Consideration of Five-Year Non-Competitive Services Agreement with Washington County Sheriff's Office for Law Enforcement and Security Services for Choctawhatchee River, Holmes Creek, and Econfina Creek WMAs

Recommendation

Staff recommends the Governing Board authorize the Executive Director to execute a five-year non-competitive services agreement not to exceed \$1,563,120 with the Washington County Sheriff's Office to provide law enforcement and security services on District lands located in Bay and Washington counties for FY 2026-2027 through FY 2030-2031, subject to approval and adoption of the budget for each fiscal year and legal counsel review.

Background

Since 2012, the District has contracted with the Washington County Sheriff's Office as part of our continuing effort to provide the public with a safe and secure recreational experience on District lands in Bay and Washington counties shown in the attached map.

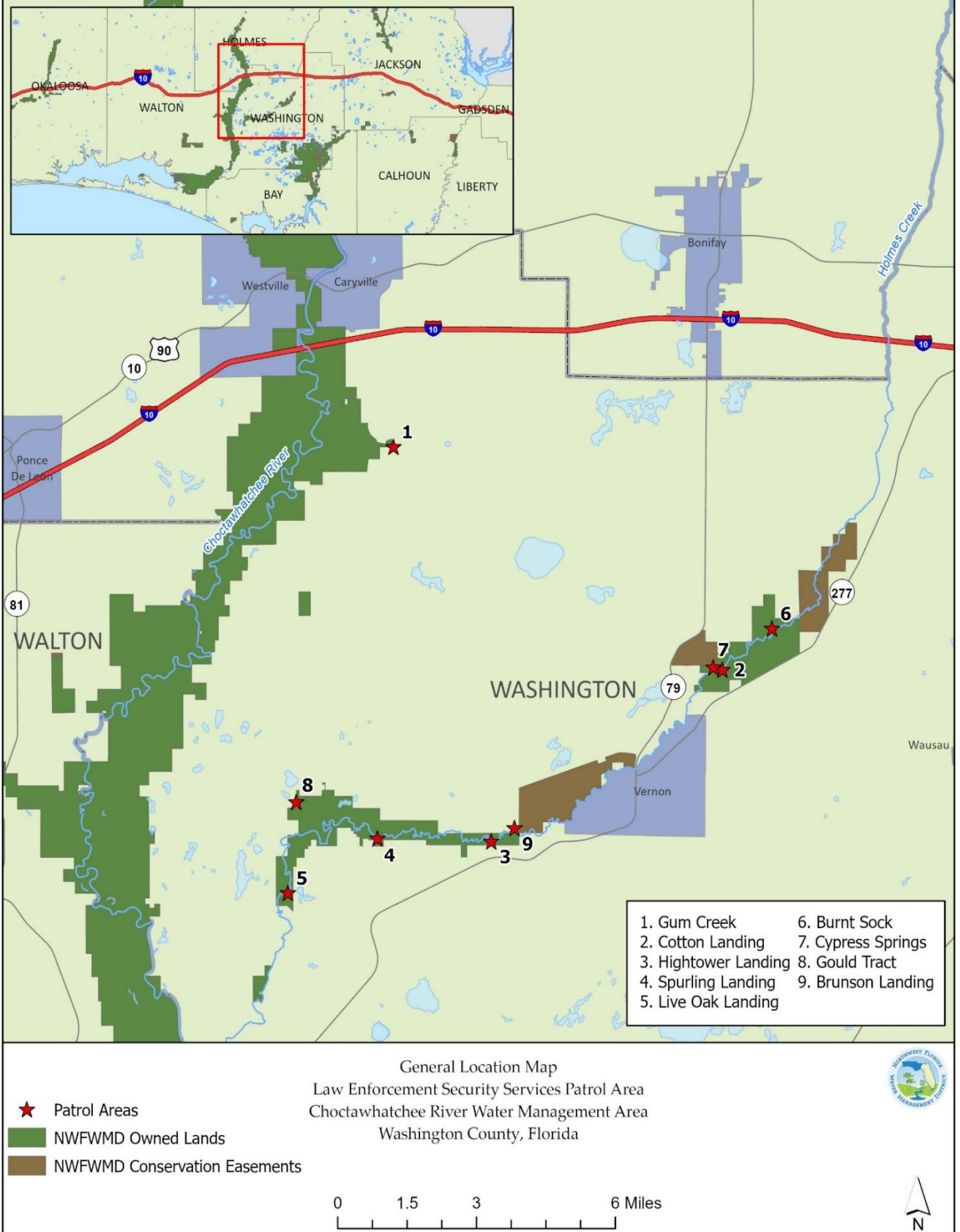
Five-Year Non-Competitive Services Agreement for FY 2026-27 through FY 2030-31

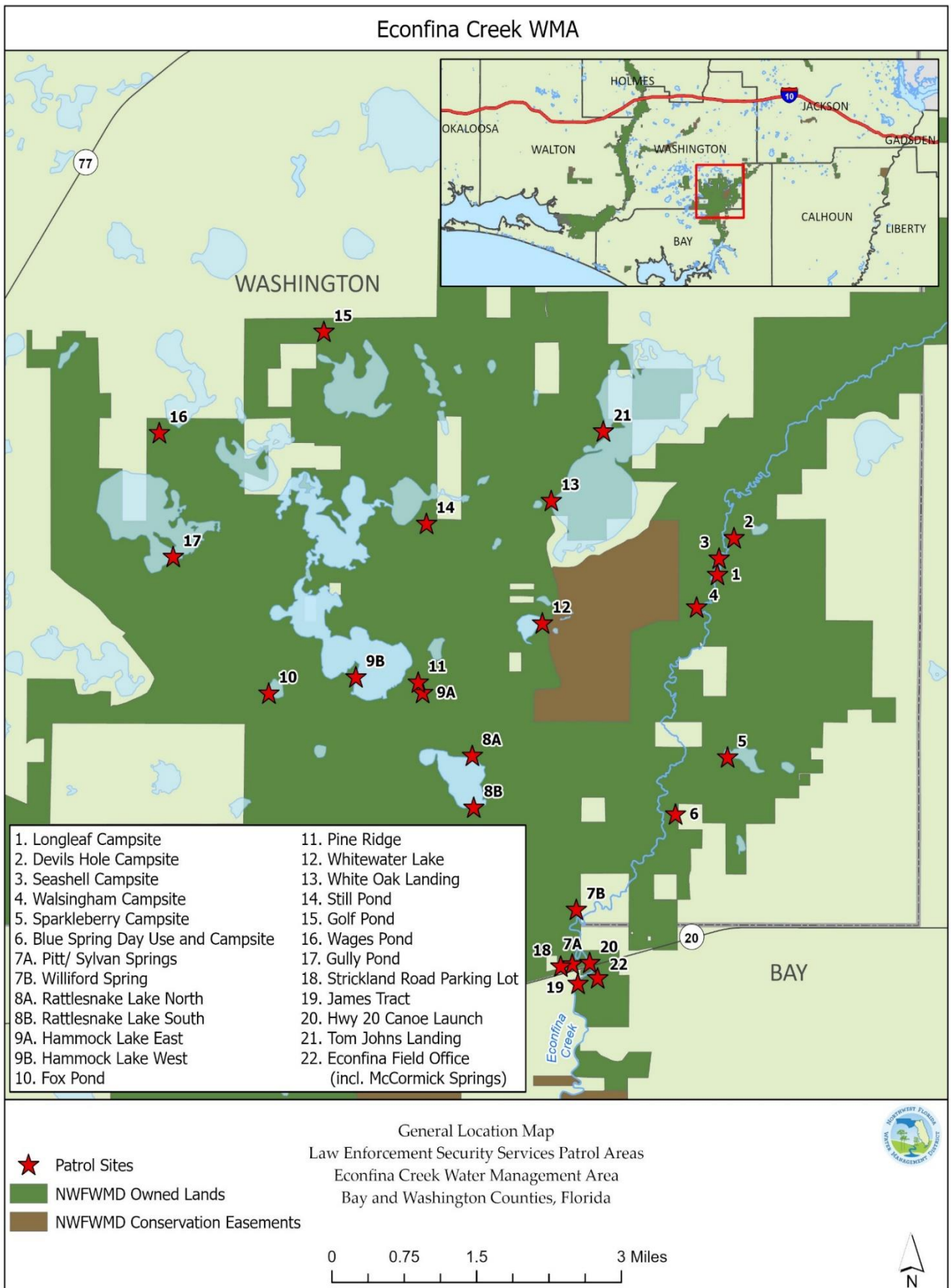
Staff proposes entering into a five-year non-competitive services agreement with the Washington County Sheriff's Office to provide law enforcement and security services to begin October 1, 2026, effective through September 30, 2031. Through this contract, the District is utilizing three deputies to provide security services for the Choctawhatchee River, Holmes Creek and Econfina Creek WMAs.

For FY 2026-27, FY 2027-28, FY 2028-29, FY 2029-30 and FY 2030-31, staff is recommending 2,080 patrol hours annually for three deputies or a total of 6,240 patrol hours annually. The hourly rate for this contract will be \$37.60 for each deputy. The vehicle rate will remain at \$100.00 per day. The maximum total compensation amount for the five-year agreement period is estimated to be \$1,563,120 or an estimated annual amount of \$312,624 each fiscal year.

BF/cb

Choctawhatchee River and Holmes Creek WMA





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 Water Resource Evaluation

DATE: July 30, 2026

SUBJECT: Consideration of Fiscal Year 2026-2027 Contractual Services to Support Minimum Flows and Minimum Water Levels (MFLs) and the District's 2026 MFL Priority List

Recommendation

Staff recommends the Governing Board authorize the Executive Director to: (1) submit the District's 2026 Minimum Flows and Levels Priority List and Schedule to the Department of Environmental Protection; and (2) execute contracts and task orders not to exceed \$1,873,000 for contractual services to support the development of minimum flows and minimum water levels in FY 2026-2027, contingent upon approval of the District's FY 2026-2027 budget and legal counsel review.

Background

Section 373.042(1), Florida Statutes, requires water management districts to develop minimum flows and minimum water levels (MFLs). The MFL 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 is proposing three changes to the 2026 MFL Priority List as shown on Table 1.

- 1) Extend the technical assessment completion and rule adoption dates for the Coastal Floridan Aquifer in Bay County by one year to 2029 and 2030, respectively;
- 2) Accelerate the Shoal River MFL technical assessment completion and rule adoption dates by one year to 2032 and 2033, respectively; and
- 3) Extend the completion of the Morrison Spring MFL technical assessment and rule adoption dates by two years to 2034 and 2035, respectively.

These changes are requested to provide additional time for monitoring well construction for the coastal Floridan Aquifer in Bay County. Staff propose accelerating the Shoal River MFL to facilitate inclusion of the Shoal River as an alternative water supply in any prevention or recovery strategy that may be developed for the coastal Floridan Aquifer MFL in Planning Region II. The

Morrison Spring MFL is proposed to be postponed for one year to allow staff additional time for data collection and to complete other MFL assessments. In addition, the Jackson Blue Spring MFL was removed from the list following the successful adoption of the rule on April 28, 2026.

The establishment of minimum flow and minimum water levels is a multiyear process, involving data collection, technical assessment, peer review, public involvement, and rulemaking. While much of the work is performed in-house, the District also relies on supporting contracted services due to the large volume of work required. Contractor work for FY 2026-27 will consist primarily of data collection and model development for the Floridan Aquifer in coastal Bay County and coastal Planning Region II and is anticipated not to exceed \$1,873,000.

Table 1. Proposed 2026 NFWMD MFL Priority List and Schedule

Water Body	System Type	Location (County)	Technical Assessment Completion	Rule Adoption
Coastal Floridan Aquifer – Bay County	Aquifer	Bay	2029	2030
Coastal Floridan Aquifer – Planning Region II	Aquifer	Santa Rosa, Okaloosa, Walton	2031	2032
Shoal River	River	Okaloosa, Walton	2032	2033
Morrison Spring	Spring 2 nd Mag	Walton	2034	2035

FY 2025-2026 Accomplishments

The MFL technical assessment and rulemaking for Jackson Blue Spring was completed during FY 2025-26, and the rule became effective on April 28, 2026. Jackson Blue Spring is an Outstanding Florida Spring. With the successful adoption of this minimum flow, the District fulfilled its statutory requirement to establish MFLs for all Outstanding Florida Springs by July 1, 2026.

To support MFL development for the Floridan aquifer in coastal Bay County, additional monitor well locations have been identified, and District staff are working with landowners to finalize these locations and obtain easements. Groundwater model development has begun for coastal Bay County and is anticipated to be completed in the next two years. An Invitation to Bid for monitoring well construction was posted on July 30, 2026, and well drilling is anticipated to begin during FY 2026-27. Additional data collection has begun for Morrison Spring and the Floridan Aquifer in coastal Planning Region II.

Activities Planned for FY 2026-2027

Monitoring will continue for Wakulla Spring, Sally Ward Spring, the St. Marks River Rise, Middle Econfina Creek, and Jackson Blue Spring to track the status of each MFL. District staff continue to monitor water quality in the Floridan aquifer in coastal Planning Region II and coastal Bay County.

For the coastal Floridan aquifer in Bay County, activities planned for FY 2026-27 include drilling and instrumenting new monitoring wells, completing an electromagnetic survey to help identify the location of the saltwater interface in the aquifer, and continuing the development of a groundwater flow model. For Shoal River and Morrison Spring, data collection will continue and a conceptual methodology for the MFL evaluation will be developed. For coastal Planning Region II, data collection will continue (including the electromagnetic survey above) and groundwater flow and transport model refinements will be initiated.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director

FROM: Caitlin Brongel, Chief of Staff

DATE: July 31, 2026

SUBJECT: Consideration of Unsolicited Project Proposal Policy

Recommendation

Staff recommends the Governing Board approve the proposed Unsolicited Project Proposal policy.

Background

Section 255.065, Florida Statutes, authorizes public entities to receive and evaluate unsolicited proposals for qualifying public private partnership projects. The statute establishes the procedures for reviewing proposals, providing public notice, soliciting competing proposals, and selecting projects through a transparent and competitive process.

This proposed policy establishes the framework for the District's review and consideration of unsolicited project proposals submitted pursuant to s. 255.065, F.S.

NWFWMD Policy and Procedures for Unsolicited Project Proposals

Introduction

This is a guidance document for District staff to effectively comply with Florida law and District policy regarding unsolicited project proposals.

The District will implement this policy in accordance with s. 255.065, F.S., and any other applicable provisions of Florida law.

Definition

Unsolicited Proposal: A project proposal submitted to the District independently and outside of any formal District procurement process.

Step 1 – Initial Unsolicited Proposal Received

District receives an unsolicited project proposal. *Do not include information in your initial proposal that would be detrimental to competition (e.g., design details, cost, etc.) should the District decide to seek additional proposals through a procurement process.*

Proposals may be submitted either as a hard copy to the address provided below or electronically by email to the Agency Clerk at AgencyClerk@nwfwater.com:

Northwest Florida Water Management District
Attn: Agency Clerk
81 Water Management Drive
Havana, Florida 32333

Step 2 – Initial Application Fee

Administrative Services – Collect Initial Application Fee of \$1,000.00. Payment must be made by cashier's check, online through the District's online payment portal, or other noncancelable instrument. Personal checks will not be accepted.

Step 3 – Determination of Qualifying Project

District Staff and General Counsel – The applicable Division Director and General Counsel will review the initial application and determine whether the project meets the definition of a qualifying project under District policy and s. 255.065, F.S and aligns with District priorities.

Step 4 – Determination by Governing Board

At a subsequent board meeting, the Governing Board will determine whether to direct staff to proceed with evaluating the proposal, solicit additional proposals, or decline to evaluate.

Administrative Services – If the Governing Board chooses not to evaluate the proposal, then the Initial Application Fee will be returned to the private entity stating the District will not move forward with evaluating the proposal.

Step 5 – Determination of Evaluation Criteria

Upon direction from the Governing Board to evaluate the proposal or solicit additional proposals, staff will develop evaluation criteria.

Evaluation criteria should include consideration of whether:

- The proposal contains sufficient information to allow the District to evaluate the project, including the project scope and schedule, property interests, financing approach, proposed fees or payments, contact information, pricing, and any additional information requested by the District.
- The project serves the public interest, including public benefits, economic efficiencies, compatibility with regional infrastructure plans, public comments received during the review process, and the qualifications and experience of the proposer.
- The project is operationally and financially feasible, including project costs, revenues, financing sources, cash-flow projections, and other information necessary to demonstrate the proposer's ability to successfully deliver and maintain the project.
- The proposal includes appropriate ownership provisions and safeguards to protect the public interest, including protections against additional costs or service disruptions, provisions for future capacity expansion, and compliance with applicable statutory ownership requirements.

If applicable, the evaluation shall include:

- Review by a qualified licensed professional to assess design quality, material standards, space utilization, budget estimates, project schedules, and applicable sustainability standards.
- Consideration of whether the project addresses a demonstrated public need or benefit, is reasonably priced in comparison to similar facilities, and can be timely delivered, operated, and maintained.

Evaluation criteria shall include an independent analysis of the proposed public-private partnership which demonstrates the cost-effectiveness and overall public benefit before the procurement process is initiated or before the contract is awarded.

Sec. 255.065(5)(d), F.S.

In considering an unsolicited proposal, the District may require from the private entity a technical study prepared by a nationally recognized expert with experience in preparing analysis for bond rating agencies. In evaluating the technical study, the District may rely upon internal staff reports prepared by personnel familiar with the operation of similar facilities or the advice of external advisors or consultants who have relevant experience.

Sec. 255.065(3)(h), F.S.

Step 6 – Determination of Evaluation Fee

Establish an Evaluation Fee based on complexity and type of project and the evaluation criteria.

Evaluation Fee is meant to pay for staff time and resources spent evaluating the project proposal. The District may charge a reasonable fee to cover the costs of processing, reviewing, and evaluating the request, including, but not limited to, reasonable attorney fees and fees for financial and technical advisors or consultants and for other necessary advisors or consultants.

Step 7 – Determine Timeframe for Accepting Additional Proposals

If the District will solicit for additional proposals, determine the appropriate timeframe for the District to accept other proposals based upon the complexity of the qualifying project and the public benefit to be gained by allowing a longer or shorter period of time within which other proposals may be received. However, the timeframe for allowing other proposals must be at least 21 calendar days, but no more

than 120 calendar days, after the initial date of publication of the notice of accepting additional proposals.

Step 8 – Publish Notice of Accepting Additional Proposals

If the District will solicit additional proposals, publish notice in the Florida Administrative Register and a newspaper of general circulation at least once a week for 2 weeks stating that the District has received a proposal and will accept other proposals for the same project.

Mail a copy of the notice to each local government in the affected area.

If the project includes professional engineering, surveying and mapping, landscape architecture, or architectural services that exceed \$35,000, the Notice should include dates/times/locations for public meetings under s. 287.055, F.S. (CCNA).

Step 9 – Request Evaluation Fee, Provide Evaluation Criteria and Deadline for Submitting an Updated Proposal

Establish a deadline for submission of an updated proposal, which shall be between 21 and 120 calendar days after the Proposer receives the evaluation criteria, based on the project's complexity and scope. If additional proposals will be solicited, the deadline shall align with the solicitation period.

Provide email notice to the Proposer requesting payment of the evaluation fee, stating whether additional proposals will be solicited, and providing the evaluation criteria and proposal submission deadline. The evaluation fee must be paid within 30 calendar days of the request. *The District may stop the evaluation of the proposal until it receives the Evaluation Fee.*

Step 10 – Evaluate and, if applicable, Rank the Proposal(s)

The Evaluation Committee, comprised of District staff, shall evaluate and score the proposal(s) using the established evaluation criteria and, if applicable, rank the proposals.

If the highest-ranked proposals receive identical scores, the Committee may utilize the following tie-breaking method, each being assigned one point: respondent that certifies compliance with s. 288.703(1), F.S., respondent that certifies compliance with s. 295.187(3)(a), F.S., and respondent that certifies compliance with s. 287.087, F.S.

The Committee shall prepare a written recommendation to the Governing Board that includes the evaluation results.

If no additional proposals are solicited, the Evaluation Committee shall hold a second public meeting to present the updated proposal. As a result of the second public meeting, the Evaluation Committee will make a written recommendation containing the results of the evaluation and a Public Interest Determination Report.

The Public Interest Determination Report must include the proposal's benefits to the public, financial structure and economic efficiencies, the proposer's qualifications, experience and ability to perform the project, compatibility with regional infrastructure plans, and public comments received at the meeting when determining whether the proposal should proceed.

Step 11 – Publish Public Interest Determination Report in the FAR

If the District did not solicit additional proposals, it must publish a Public Interest Determination Report in the Florida Administrative Register for at least seven days.

Step 12 – Governing Board Approval

Take the rankings (if applicable) to the Governing Board for approval to negotiate and enter into an Agreement.

Step 13 – Negotiations

The District may negotiate with the highest-ranked proposer, or the sole proposer if no additional proposals were solicited, and may terminate negotiations, proceed to the next-ranked proposer as applicable, or reject all proposals at any time before executing the comprehensive agreement.

Step 14 – Comprehensive Agreement

The District shall negotiate and execute a Comprehensive Agreement that, at a minimum:

- Establishes the rights, responsibilities, and performance obligations of the District and the private entity, including project scope, schedule, operation, maintenance, and compliance with applicable laws, regulations, and District policy.
- Provides that ownership of the completed project, together with all associated facilities, improvements, and assets, will be transferred to and become the property of the District upon project completion or at the time specified in the agreement.
- Provides appropriate financial and contractual protections, including performance and payment bonds, insurance requirements, default and termination provisions, lender and investor protections, and procedures for assumption or transfer of project responsibilities when necessary.
- Establishes the financial terms of the project, including project funding, fees, lease or service payments, revenues, financing arrangements, reimbursement requirements, and other terms necessary to protect the public interest.
- Provides for District oversight of the project, including review and approval of design, inspection of project activities, monitoring of operations and maintenance, and financial and performance reporting.
- Includes any additional terms and conditions the District determines are necessary to protect public interest and ensure the successful delivery, operation, and maintenance of the qualifying project.

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: July 27, 2026

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of Conservation Easement on the Riverswamp, LLC Tract; Ochlockonee River

Recommendation

Staff recommends the Governing Board:

1. Accept the appraisals prepared by Carlton Appraisal Company and Bell, Griffith and Associates, Inc. and review appraisal prepared by Carroll Appraisal Company, Inc. for the Riverswamp, LLC Conservation Easement in Leon County; and
2. Approve the Purchase and Sale Agreement and authorize the Executive Director to execute the Purchase and Sale Agreement and all closing documents on behalf of the District, subject to the terms and conditions of the Agreement, approval of the Agreement by legal counsel, and subject to availability of funds in the FY 2026-27 budget.

Background

Staff obtained two appraisals and a review appraisal for the less-than-fee simple (conservation easement) purchase of the Riverswamp, LLC parcel. The appraisals were prepared by Carlton Appraisal Company and Bell, Griffith and Associates, Inc. and the review appraisal was prepared by Carroll Appraisal Company, Inc. The above-named appraisers are on the Department of Environmental Protection's approved appraiser list.

The Seller accepted staff's offer and staff proposes the acquisition as outlined in the Purchase and Sale Agreement. The Seller has signed the Purchase and Sale Agreement. The acquisition will include the less-than-fee simple purchase (conservation easement) of 251.41 acres +/- in Leon County located northeast of Highway 27 as shown on the attached maps from Riverswamp, LLC.

This parcel is located in the Wakulla and Spring Creek Spring Group Groundwater Contribution Area.

Purchase Price. The purchase price negotiated by staff for the conservation easement on 251.41 acres +/- is \$406,000. The purchase price does not include closing costs.

The purchase of this parcel will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2026-27 budget for this acquisition.

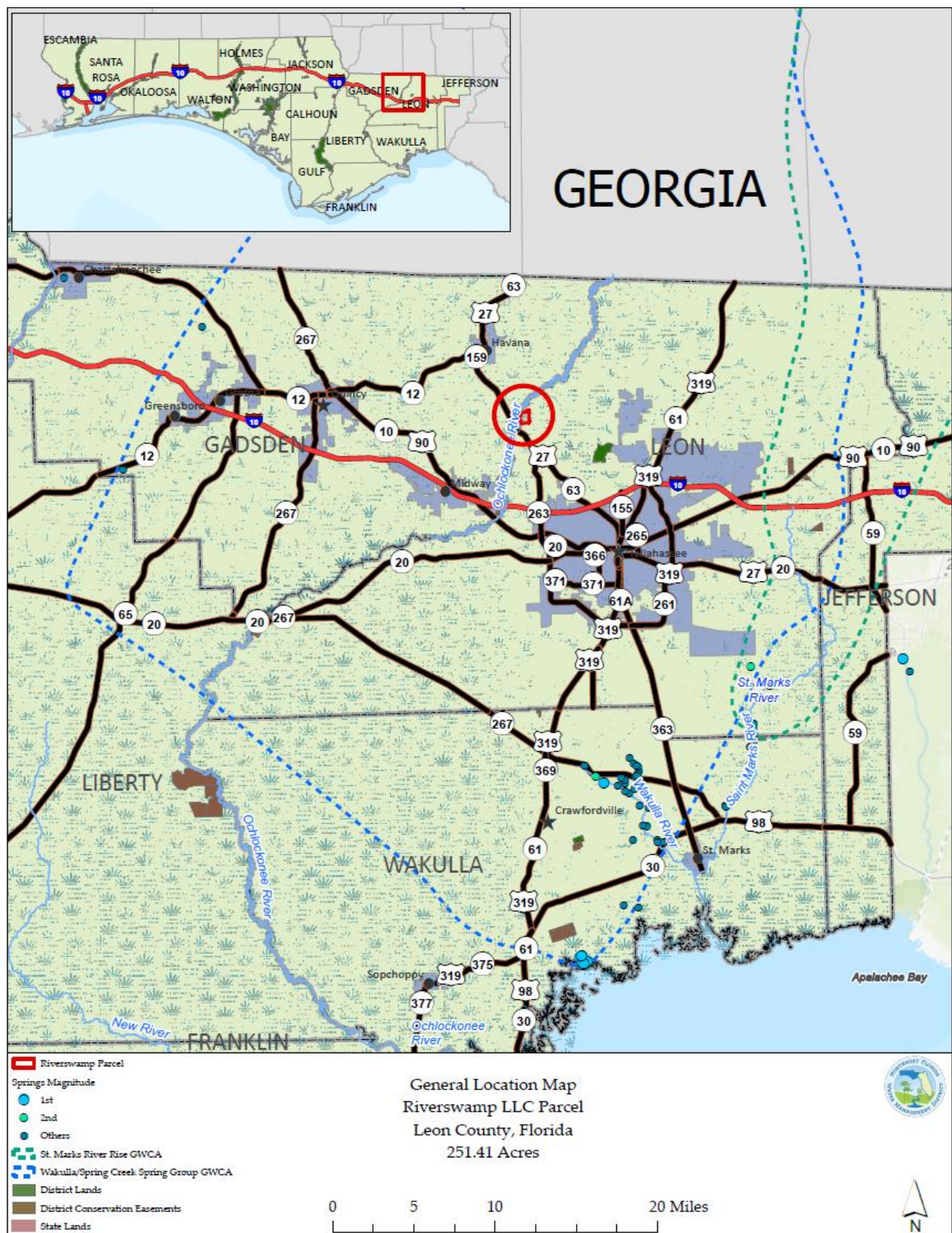
Appraisal. The District paid for the appraisals and review appraisal at a total cost of \$14,845.

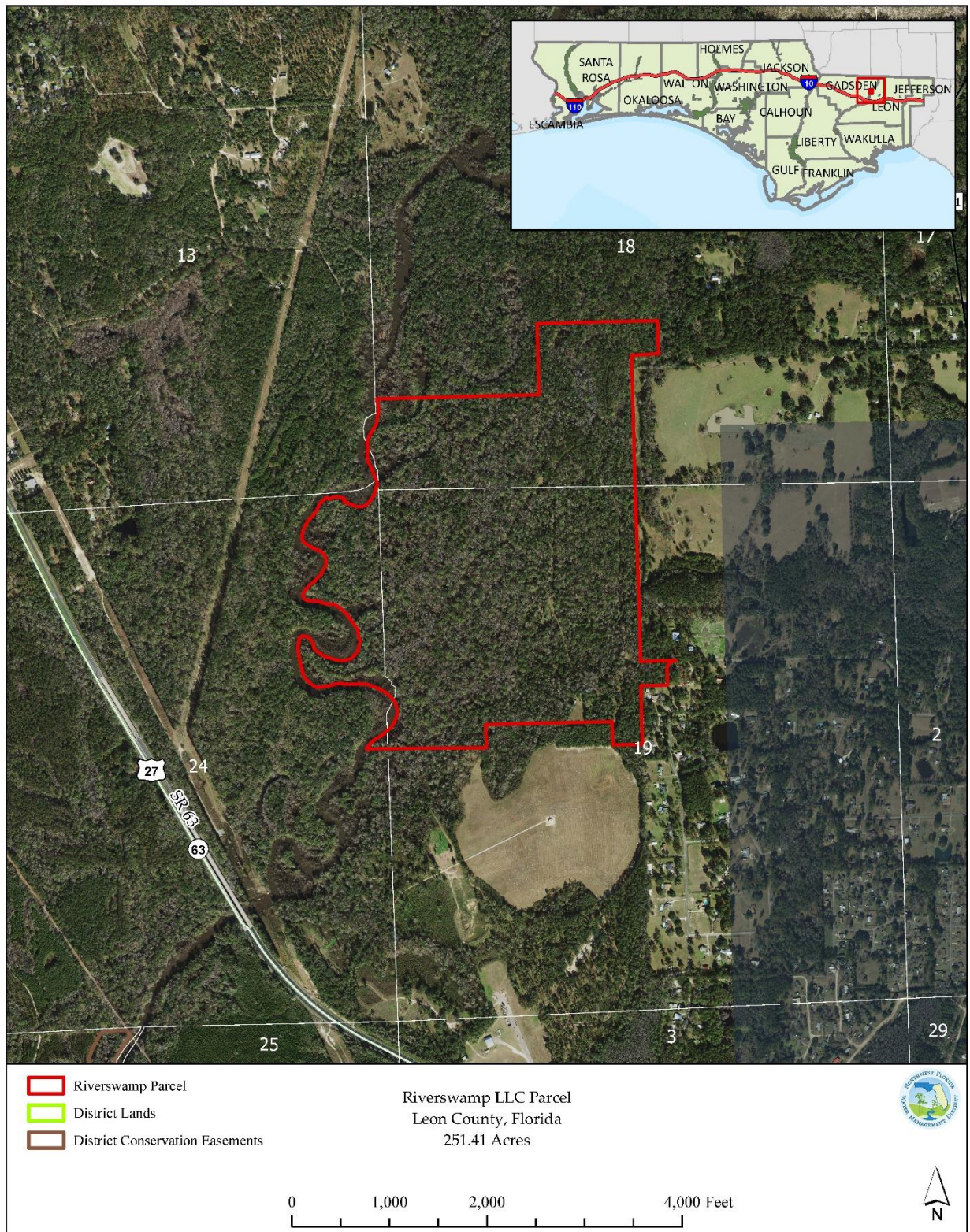
Boundary Map/Acreage Certification. The District will have a boundary map/acreage certification prepared on this parcel which will include the delineation of the ordinary high-water line, not to exceed \$9,380.

Environmental Site Assessment and Baseline Documentation Report. The District will pay for the environmental site assessment (\$2,475) and baseline documentation report (\$2,950), not to exceed a total of \$5,425.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$2,180 and recording fees estimated not to exceed \$154.50. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

/cb





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this _____ day of _____, 2026, between **RIVERSWAMP, LLC**, a Florida limited liability company, whose mailing address is 5375 Pembridge Place, Tallahassee, FL 32309, referred to herein as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

1. **Purchase and Sale/The Property.** Seller agrees to sell and Purchaser agrees to purchase a perpetual conservation easement through, across, upon and under that certain real property located in Leon County, Florida, more particularly described in **Exhibit A** hereto (the "Property"), in accordance with the terms and provisions of this Agreement.

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a perpetual, enforceable conservation easement, as set forth in **Exhibit B**, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, and existing road rights of way. The conveyance will include legal access to the Property.

3. **Purchase Price.** The Purchase Price for the property (the "Purchase Price") will be Four Hundred and Six Thousand and 00/100 Dollars (\$406,000.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$1,614.892009 per acre ("Acre Price") for an estimated 251.41 acres. The Purchase Price shall be adjusted and the final adjusted purchase price (the "Adjusted Purchase Price") shall be obtained by multiplying the lower of the Acre Price or the District-approved acre value by the acreage shown on the survey to be obtained under the provisions of paragraph 6 of this Agreement. The Acre Price set forth above shall not decrease unless the Acre Price is in excess of the District-approved acre value. The Seller acknowledges that the District-approved acre value and the amount of acreage depicted on the survey may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the survey determine that the total acreage of the Property is more than 251.41 acres or less than 251.41 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$1,614.892009 by the acreage shown on the survey; provided, however, that the Adjusted Purchase Price shall not exceed the District-approved value regardless of the final acreage determination, and that the District-approved value is equal to or greater than the adjusted Purchase Price. Seller agrees to give Purchaser reasonable time (no more than 30 days after receipt of the survey) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the Acre Price decreases below \$1,614.892009, then Seller shall have the option to either terminate this Agreement or proceed to Closing at the reduced Acre Price. Seller shall notify Purchaser in writing of its decision within ten (10) days of Seller's receipt of notice of the reduced Acre Price.

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

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

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

For the purposes of this Agreement "hazardous materials" will mean any hazardous or toxic substance, material or waste of any kind or other substance which is regulated by any Environmental Laws. "Environmental Laws" will mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions, relating to environmental hazardous materials including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the Northwest Florida Water Management District, now or at any time hereafter in effect.

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

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

8. **Closing Documents.** Closing is subject to availability of funding from Northwest Florida Water Management District in the fiscal year of closing. The Closing will take place on or before November 30, 2026, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than November 30, 2026. The closing date may be extended by notice from Purchaser for objections to title, survey, environmental audit, or any other documents required to be provided or completed and executed by Seller. Closing is subject to the availability of funding from Northwest Florida Water Management District in the fiscal year of Closing.

Seller will be responsible for submitting, in a form substantially similar to that attached hereto as **Exhibit C**, a Title Possession and Lien Affidavit, and **Exhibit B**, a Conservation Easement. The cost of document preparation shall be borne by Purchaser.

9. **Baseline Documentation.** Purchaser will order a baseline documentation report covering the Property. A baseline documentation report provides a map of the property documenting the relevant features of the subject property and provides representation of the subject property which is intended to serve as an objective information baseline for monitoring compliance with the terms of the grant of the Conservation Easement attached as **Exhibit B**. Purchaser shall have the right to object to any matters reflected on the baseline documentation report. The baseline documentation report shall serve as an accurate representation of the physical, ecological and biological condition of the Property. The baseline documentation report will be placed and retained on file with the Purchaser as a public record and a copy will be provided to the Seller at closing. The cost of the baseline documentation report shall be borne by Purchaser.

10. **Expenses/Taxes and Assessments.** Seller will pay documentary revenue stamp taxes associated with the conveyance of the Conservation Easement and the cost of recording all curative instruments and subordinations. The cost of recording the conservation easement shall be borne by Purchaser. Each party shall bear their own attorney fees.

The real estate taxes and assessments allocable to Seller's period of ownership of the Property during the tax year in which the Closing occurs will be satisfied of record by Seller at the Closing. In the event Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. In the event Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector.

The Seller shall be responsible for the payment of any and all real estate commissions associated with the sale and purchase of the Property, and the Seller hereby indemnifies the Purchaser against any and all claims of real estate commissions.

11. **Risk of Loss.** Seller assumes all risk of loss or damage to the Property prior to the date of Closing, and warrants that the Property will be transferred and conveyed to Purchaser in the same or substantially the same condition as it existed on May 20, 2026, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

Except for reasonable cutting designed to control forest infestation, during the term of this Agreement, Seller shall neither cut or remove nor permit the cutting or removal of any timber or trees which are included as part of the Property. If at any time prior to the Closing, the Property or any part thereof (including, but not limited to, any timber or trees which are included as part of the Property) is destroyed or damaged by fire or other casualty, then Purchaser, at its sole option, may elect either (a) to cancel this Agreement, whereupon neither party hereto shall have any further rights or obligations hereunder, or (b) to purchase the Property without a reduction in the Purchase Price and receive an assignment of any insurance proceeds received by Seller with respect to such casualty. Nothing contained herein shall prevent the parties from proceeding to close the purchase and sale of the Property hereunder with a reduction in the Purchase Price to take into account such

damage or destruction if the parties are able to mutually agree upon the amount of such reduction in the Purchase Price.

Seller agrees to clean-up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the reasonable satisfaction of Purchaser prior to the Closing.

12. **Seller's Representations, Warranties, Covenants and Agreements.** Seller represents, with the intent to induce Purchaser to enter into this Agreement and to purchase the Property, and with the understanding that Purchaser is relying upon the accuracy of such representations and that this Agreement is contingent upon and subject to the truth and accuracy of such representations and the full and complete satisfaction of such covenants and agreements, failing which Purchaser shall have the option of terminating this Agreement, that:

(a) As of the Closing, Seller shall have good and marketable title in fee simple to the Property, free and clear of all liens, leases and encumbrances, and free and clear of all restrictions, rights-of-way, easements, encroachments, exceptions and other matters affecting title except for those shown on the title commitment procured by Purchaser.

(b) No person, firm or entity, other than Purchaser, has any rights in, or right or option to acquire, the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Purchaser's prior written consent, lease, transfer, mortgage, pledge or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any such rights with respect to the Property or any part thereof.

(c) There are no parties in possession of any portion of the Property as lessees except for a hunting lease, tenants at sufferance, trespassers or otherwise and there are no liens, leases, subleases, surface or subsurface use agreements, or items or encumbrances affecting the Property that will not be removed prior to Closing.

(d) There has been no material or labor furnished for the Property for which payment has not been made and there are no mechanic's or materialman's liens or claims filed against the Property, and Seller has received no notices of any claims of non-payment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to the Property. Seller shall indemnify and hold Purchaser and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to periods of time prior to the Closing.

(e) There are no paving liens or assessments presently on or affecting the Property nor to the best of Seller's knowledge and belief are any such liens or assessments contemplated after Closing, and Seller shall be responsible for and hold Purchaser harmless from all such currently existing obligations and all such contemplated obligations of which Seller is aware.

(f) There are no oil and gas exploration operations affecting the Property and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof, nor to the best knowledge and belief of Seller are any such operations or other matters contemplated by any person or entity whatsoever. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, and to the best knowledge and belief of Seller, there are no such assessments or proceedings contemplated by any governmental authority.

(g) There are no taxes, assessments or levies of any type whatsoever that can be imposed upon and collected from the Property arising out of or in connection with the ownership and operation of the Property, or any public improvements in the general vicinity of the Property except for ad valorem taxes on the Property for the calendar year in which the Closing occurs.

(h) There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are not such actions, suits, claims, litigation or proceedings contemplated. Seller agrees to indemnify and hold Purchaser harmless from and against any and all debts, expenses, claims, demands, judgments and/or settlements arising therefrom and to prevent the filing of any liens, lis pendens, or other encumbrances against the Property as a result thereof. In the event such liens or encumbrances are so filed, Seller shall cause the same to be canceled or discharged of record by bond or otherwise within five (5) days after written notice from Purchaser.

(i) No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof. The provisions of the Section shall not apply to any regular or nondiscriminatory local real estate or school taxes assessed against the Property.

(j) Seller shall take all actions reasonably required by the title insurer in order to consummate the transaction herein described.

(k) If Seller is a corporate entity, Seller is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to enter into and perform this Agreement. The execution of this Agreement, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of Seller hereunder and under any and all other agreements and instruments herein mentioned to which Seller is a party have been duly authorized by requisite action and are enforceable against Seller in accordance with their respective terms. The individuals executing this Agreement on behalf of Seller are authorized to act for and on behalf of and to bind Seller in connection with this Agreement.

(l) The Property is substantially in the same condition as existed on May 20, 2026. Since May 20, 2026, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees, thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

(m) All harvesting and timbering agreements affecting the Property have been effectively terminated by Seller and no party, other than Seller, has any right to conduct timbering operations on the Property or any right, title or interest in and to any timber located on the Property.

(n) From the Effective Date through the Closing, Seller shall promptly notify Purchaser of any material change, of which Seller has knowledge, with respect to the Property or any information heretofore or hereafter furnished to Purchaser with respect to the Property, including specifically, but without limitation, any such change which would make any portion of this Agreement, including, without limitation, the representations, warranties, covenants and agreements contained in this Section untrue or materially misleading; and

(o) Seller is not a "foreign person" as that term is defined in Section 1445-F of the Internal Revenue Code.

13. **Inspection/Possession.** Seller agrees that after the date of this Agreement, employees and agents of Purchaser and Consultants, including but not limited to the surveyor, shall have the right, upon reasonable prior notice to Seller, to enter the Property for all lawful purposes permitted under this Agreement. This right will end upon Closing or upon termination of this Agreement. On or before fifteen (15) days from the Effective Date hereof, Seller shall deliver to Purchaser copies of all materials relating to the Property in the possession of Seller or its agent or attorneys or which are reasonably accessible to any of such parties, including without limitation all aerial photographs, maps, charts, existing surveys, timber cruises, previous deeds, leases, reports, timber type maps, timber inventories, soil maps, and other papers relating to the Property.

14. **Assignment.** This Agreement may not be assigned by Seller without prior written consent of the Purchaser. This Agreement is assignable by Purchaser.

15. **Successors in Interest/References.** Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon approval of this Agreement by the Governing Board of Purchaser, Purchaser and its successors and assigns will also be bound by it.

Whenever used in this Agreement the singular shall include the plural, and one gender shall include all genders.

16. **Time.** Time is of the essence with regard to all dates and times set forth in this Agreement.

17. **Severability.** In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of the Agreement shall not be affected.

18. **Waiver.** Any failure by Purchaser to insist upon strict performance of any provision, covenant or condition of the Agreement by the other party hereto, or to exercise any right contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such provision, covenant, condition or right; and such provision, covenant, condition or right shall remain in full force and effect.

19. **Effective Date.** This Agreement, and any modification or amendment thereof, will be effective upon execution by the Purchaser's Governing Board.

20. **Addendum/Exhibits.** Any addendum attached to this Agreement that is signed by all the parties will be deemed to be a part of this Agreement. All Exhibits attached to this Agreement and referenced in this Agreement will be considered part of this Agreement.

21. **Notices to Parties.** Whenever either party desires or is required to give notice to the other party it must be given in writing, and either delivered personally, or by mail, facsimile transmission or overnight courier to the address of that party set forth below, or to such other address as is designated in writing by a party to this Agreement:

SELLER: Riverswamp, LLC
5375 Pembridge Place
Tallahassee, FL 32309

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

Seller's representative in matters relating to this Agreement will be J. Russel Price. Purchaser's representative in matters relating to this Agreement will be the Director of the Division of Asset Management, a division of Purchaser. The effective date of any notice will be the date delivered personally, the date of mailing, facsimile transmission, or placement with an overnight courier, as the case may be.

22. **Survival.** All of the warranties, representations, indemnities, and obligations of Seller set forth in this Agreement as well as any rights and benefits of the parties contained herein will survive the Closing and delivery of the deed and other documents called for in this Agreement, and shall not be merged therein.

23. **Conditions.** Purchaser's obligation to perform this Agreement by consummating the purchase herein provided for (regardless of when Closing occurs) is expressly made contingent and conditioned upon the following:

(a) No condemnation proceedings or any other matters which might have an adverse effect on the value of the Property shall be pending or threatened against the Property at the Closing;

(b) Purchaser shall have received and approved the boundary map/acreage certification, Title Commitment and Environmental Assessment provided for herein;

(c) All of the representations and warranties contained in Sections 7 and 12 hereof shall be true and accurate as of the Closing and all covenants contained in said Sections 7 and 12 shall have been performed as of the Closing.

(d) There shall be no litigation pending or threatened, seeking to recover title to the Property, or any part thereof or any interest therein, or seeking to enjoin the violation of any law, rules, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property as of the Closing;

(e) The Property, or any portion thereof, shall not have been and shall not be threatened to be adversely affected in any way as a result of explosion, earthquake, disaster, accident, any action by the United States government or any other governmental authority, flood, embargo, riot, civil disturbance, uprising, activity of armed forces, or act of God or public enemy;

(f) Any and all currently existing liens and/or security interests affecting the Property or any portion thereof shall be fully paid and released at or prior to the Closing;

(g) This Agreement is approved by the Governing Board of Purchaser;

(h) Purchaser has confirmed that the Purchase Price is not in excess of the Purchaser-approved appraised value of the Property;

(i) Purchaser has approved an appraisal review as to such appraisal;

(j) Funds for purchase are available from Northwest Florida Water Management District;

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

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

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

24. **Timber Inventory.** Upon execution of this Agreement a timber inventory may be contracted for and initiated by Purchaser. Purchaser shall have the right to object to any matters reflected in the timber inventory, and such objection shall be treated in the same manner as an objection to title.

25. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties pertaining to its subject matter, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement will be binding unless executed in writing by the parties.

26. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until August 12, 2026.

27. **Subordination.** If at the time of conveyance of the conservation easement provided for in this Agreement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser, including the Mortgage, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the easement, to subordinate its rights in the Property to the easement to the extent necessary to permit the Purchaser to enforce the purpose of the easement in perpetuity and to prevent any modification or extinguishment of the easement by the exercise of any superior rights of the holder.

{SIGNATURES ON FOLLOWING PAGE}

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

SELLER:

RIVERSWAMP, LLC

By: _____

Its: _____

Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____

George Roberts, Chair

Date: _____

EXHIBIT A

(Legal Description)

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

PRELIMINARY LEGAL DESCRIPTION - INSURED LEGAL TO BE DETERMINED BY A REGISTERED LAND SURVEYOR:

A TRACT OF LAND LYING IN SECTION 18 AND 19, TOWNSHIP 2 NORTH, RANGE I WEST, LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19 AND RUN SOUTH 89 DEGREES 55 MINUTES 53 SECONDS WEST 2635.08 FEET TO A CONCRETE MONUMENT, THENCE CONTINUE SOUTH 89 DEGREES 55 MINUTES 53 SECONDS WEST 49.18 FEET TO A CONCRETE MONUMENT, THENCE CONTINUE SOUTH 89 DEGREES 55 MINUTES 53 SECONDS WEST 100 FEET, MORE OR LESS TO THE APPROXIMATE EASTERN WATER'S EDGE OF THE OCHLOCKNEE RIVER FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN NORTH 89 DEGREES 55 MINUTES 53 SECONDS EAST 100 FEET, MORE OR LESS, TO A CONCRETE MONUMENT, THENCE CONTINUE NORTH 89 DEGREES 55 MINUTES 53 EAST 49.18 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 55 MINUTES 53 SECONDS EAST 2635.08 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19, THENCE NORTH 599.75 TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 56 MINUTES 29 SECONDS EAST 272.25 FEET TO A CONCRETE MONUMENT ON THE WESTERLY BOUNDARY OF A ROADWAY, THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST ALONG SAID BOUNDARY 160.69 FEET TO A CONCRETE MONUMENT MARKING A POINT OF CURVE TO THE RIGHT, THENCE ALONG SAID BOUNDARY CURVE WITH A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 24 SECONDS, FOR AN ARC DISTANCE OF 141.67 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 54 MINUTES 27 SECONDS WEST 362.52 FEET TO A CONCRETE MONUMENT, THENCE NORTH 466.77 FEET TO A CONCRETE MONUMENT, THENCE NORTH 00 DEGREES 38 MINUTES 32 SECONDS WEST 1324.36 FEET TO A CONCRETE MONUMENT, THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS WEST 1315.08 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS EAST 340.73 FEET TO A CONCRETE MONUMENT, THENCE NORTH 00 DEGREES 01 MINUTES 29 SECONDS WEST 338.88 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 53 MINUTES 31 SECONDS WEST 1236.67 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 00 DEGREES 18 MINUTES 37 SECONDS EAST 730.00 FEET TO AN IRON PIPE, THENCE SOUTH 89 DEGREES 52 MINUTES 12 SECONDS WEST 1175.42 FEET TO A CONCRETE MONUMENT SET ON THE EDGE OF A SLOUGH, THENCE CONTINUE SOUTH 89 DEGREES 52 MINUTES 12 SECONDS WEST 495 FEET, MORE OR LESS, TO THE APPROXIMATE EASTERN WATER'S EDGE OF SAID OCHLOCKNEE RIVER, THENCE SOUTHERLY ALONG SAID APPROXIMATE WATER'S EDGE TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON ASSUMED NORTH AS SHOWN ON A SURVEY FOR MURRAY DUBBIN PREPARED BY BROWARD P. DAVIS, REGISTERED FLORIDA LAND SURVEYOR, NO. 1254, JOB #64-535, DATED 9-27-66, REVISED 6-2-72.

LESS AND EXCEPT:

COMMENCE AT A CONCRETE MONUMENT (FOUND, 4"X4", NO#) MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, AND RUN THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST (BEARING BASE FOR THIS DESCRIPTION) ALONG THE NORTHERLY BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 19 A DISTANCE OF 302.05 FEET TO AN IRON ROD (FOUND, 5/8", #4016) FOR THE POINT OF BEGINNING; SAID IRON ROD BEING LOCATED NORTH 40 DEGREES 20 MINUTES 59 SECONDS EAST 1000.00 FEET FROM THE CENTER OF AN EXISTING VORTAC SITE; FROM SAID POINT OF BEGINNING CONTINUE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF THE SOUTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 1295.79 FEET TO AN IRON ROD (FOUND, 5/8", #4016); SAID IRON ROD BEING LOCATED NORTH 40 DEGREES 24 MINUTES 59 SECONDS WEST 1000.00 FEET FROM THE CENTER OF SAID EXISTING VORTAC SITE; THENCE NORTH 00 DEGREES 20 MINUTES 48 SECONDS WEST 238.26 FEET TO AN IRON ROD (SET, 5/8", #LB5509); THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST 1295.79 FEET TO AN IRON ROD (SET, 5/8", #LB5509); THENCE SOUTH 00 DEGREES 20 MINUTES 48 SECONDS EAST 238.26 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made and entered into this ____ day of _____, 2026, by and between Riverswamp, LLC, having a mailing address of 5375 Pembridge Place, Tallahassee, Florida 32309, (hereinafter referred to as **Grantor**) and **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 81 Water Management Drive, Havana, Florida, 32333-9700 (hereinafter referred to as **Grantee**).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property lying and being situated in Leon County, Florida, more specifically described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter referred to as the “Property”); and,

WHEREAS, the parties recognize the natural characteristics of the Property and have a common goal of conserving and protecting in perpetuity the hydrological integrity of the Property and its benefits to water resources, especially its contribution to protecting and enhancing the quality and quantity of water that flows from seepage springs within the boundaries of the Groundwater Contribution Zone for Wakulla /Spring Creek Spring Group.

WHEREAS, Grantor agrees to convey to Grantee a Perpetual Conservation Easement (hereinafter referred to as the “Easement”) on, over and across the Property which conserves the value of the Property;

NOW, THEREFORE, Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever an Easement pursuant to Section 704.06, Florida Statutes (2024), as modified or amended, on, over, upon and across the Property of the nature, character, and extent hereinafter set forth:

1. **EASEMENT.** By this grant, the Grantor grants and conveys to the Grantee an easement in perpetuity upon the Property, the “Easement.” The Easement is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor and its personal representatives, successors and assigns, lessees, agents and licensees. Grantor intends that this Easement will confine the use of the Property to such activities that are consistent with the purposes of this Easement.

2. **PURPOSE.** The purpose of this Easement is to conserve and protect in perpetuity the natural and hydrological integrity of the Property, including the Property's natural features, water resource benefits and especially its contribution to protecting and enhancing the quality and quantity of water that flows into the Ochlockonee River.
3. **RIGHTS RESERVED TO GRANTOR.** Grantor reserves in perpetuity, for itself and its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below):
 - A. **Fee Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee in the Property.
 - B. **Rights not Expressly prohibited.** Grantor retains and reserves all rights of, in, and to the Property not expressly prohibited to Grantor in this Easement or expressly conveyed to Grantee in this Easement and consistent with the purposes of this Easement.
 - C. **Sale or Transfer of Interest.** Grantor retains the right to sell, rent, lease or mortgage the Property with the prior written notification to Grantee and Grantor shall provide Grantee with a copy of the instrument of conveyance (as recorded, if applicable). Grantor may mortgage its interest in the Property so long as the mortgage is to a state or federal government regulated U.S. lending institution and in the event that the land is foreclosed, the subsequent owner shall be bound by the terms of this Easement.
 - D. **INTENTIONALLY OMITTED..**
 - E. **Residential Use.** One residence, together with and including supporting buildings which also includes the existing 966 square foot cabin, amenities and driveway, may be constructed on the Property. The residence site is exempt from the prohibited uses recited herein to the extent that the prohibited uses conflict with the residential uses. Construction of new residence, together with supporting buildings, amenities and driveways, shall not exceed the Total Impervious Surface Amount. The "site" as used herein shall mean the location of the home/residence together with the surrounding two (2) acres of land containing supporting buildings, amenities and driveway.
 - F. **Construction.** Grantor retains the right to construct new non-residential structures on the Property outside of the residence site as long as the Total Impervious Surface Amount is not exceeded.
 - G. **Existing Structures and Facilities.** Grantor reserves the right to repair and replace to existing size and in its existing location the structures and associated facilities located on the Property as identified in the Baseline Documentation Report. Additional structures must be approved in writing by Grantee prior to any construction. Grantee will approve any reasonable request for additional structures as long as the Total Impervious Surface Amount is not exceeded.

- H. **Hunting.** The Grantor retains the right to observe, maintain, photograph, hunt, remove, and harvest wildlife of the Property as long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and as long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions. Grantor retains the right to maintain one (1) existing non-portable 32 square foot hunting stand.

In addition, Grantor retains the right to install portable hunting stands on the Property. As long as hunting stands are portable and not a permanent fixture built on the Property, the stands shall not count toward the Total Impervious Surface Amount.

- I. **Hunting Lease.** Grantor retains the right to lease all or part of the Property for hunting, as long as the Property is maintained in a manner consistent with this Easement. The lessee must agree to be bound by the terms of this Easement and the lease must explicitly reference the terms of this Easement.

- J. **Forestry Operations/Silviculture in Upland Areas of Property.** Forestry ("Silviculture") management and operations are permitted but shall only be conducted on the upland portion of the Property as shown on Exhibit "B" and designated as land cover codes _____. The Grantor may not convert this acreage to a more intensive use than conventional Silviculture activities would allow, including bedding. Unless otherwise defined herein, all Silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2008 Edition or such later edition as may then be in effect and the following:

1. If pesticides or herbicides are used in forestry practices, follow the measures in Florida's Silviculture Best Management Practices Manual and adhere strictly to label restrictions.
2. Fertilizer applications are limited to 40 pounds of nitrogen per acre per year.

In the event the timber in the wetlands is damaged by natural disaster, fire, infestation or the like, Grantor, with the approval of the Grantee's Asset Management Division Director, may cut and remove such damaged timber to protect the remaining timber. In such event, the Grantor shall restore and reforest the area from which such timber is removed. All costs for cutting, removal, restoration and reforestation shall be at the expense of the Grantor and the Grantor shall be entitled to the proceeds from the sale of the timber so cut and removed, if any.

Grantor shall provide Grantee a GIS shape file, or at a minimum, a web-based aerial photograph map delineating the boundaries of any timber harvest once the harvest is completed. Timber harvest includes any thinning or clear-cut conducted on the Property, including removal of damaged timber due to a natural disaster. Unless otherwise defined herein, all silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2008 Edition.

- K. **Roads, Ditches, and Improvements.** Anything herein to the contrary notwithstanding, Grantor retains the right to repair and maintain existing roads, repair bridges, culverts, and drainage structures or other structures that exist on the Property as of the date hereof as long as the character of the improvements is not substantially changed. Grantor shall also have the right to install and construct new roads composed of impervious surface as long as the Total Impervious Surface Acreage (defined below) is not exceeded.

Furthermore, Grantor retains the right to develop and install a series of unimproved, forest management roads and firelines necessary for the safe and efficient management of its uplands. Typical unimproved road construction and fireline installation and maintenance may include disking, plowing, grading, excavating and the limited application of clay, gravel, limerock, shell or other like material as needed in problem areas. Grantor shall submit an unimproved forest management road and fireline plan to Grantee for its approval before undertaking any activities. Grantee will approve any reasonable request.

- L. **Fencing.** Grantor retains the right to repair existing fence and install fencing on the Property. Fencing shall avoid wetland areas and Grantor shall submit a map or drawing delineating the location of the proposed fencing to Grantee for its approval prior to construction. Grantee will approve any reasonable request.
- M. **Signs.** Signs that prohibit hunting or trespassing and signs marketing or identifying the property are allowed. Grantor shall submit in writing a request for construction of any other type of sign to Grantee for its approval prior to construction of such signs. Grantee will approve any reasonable request.
- N. **Access.** Grantor retains the right to control access, including fences and gates to the Property. Grantor will furnish Grantee keys and information needed to gain access through locked gates. This Easement does not convey any rights to the public for physical access to the Property.
- O. **Wildlife Food Plots.** Grantor retains the right to develop a maximum total of five (5) acres of the Property into wildlife food plots pursuant to Florida Fish and Wildlife Conservation Commission (FWC) guidelines. Grantor shall abide by paragraphs 3.S. and 5.O. in this Easement regarding fertilization and herbicides used in developing and maintaining such food plots on the Property.
- P. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and quiet use and enjoyment.
- Q. **Prescribed Burning.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

R. **Trails.** Grantor retains the right to maintain existing trails on the property. Maintenance includes trimming limbs along the trail. In addition, Grantor retains the right to build new trails in the upland portion of the property. Existing trails will be documented in the baseline documentation report.

S. **INTENTIONALLY OMITTED.**

T. **Mowing and Mulching.** Grantor may engage in mowing and mulching activities in the upland portion of the property and mowing and mulching of existing trails on the Property as delineated in the baseline documentation report.

U. **INTENTIONALLY OMITTED.**

V. **Approvals.** The Grantee may take any action on any request by Grantor for approval or consent under this Easement in its reasonable discretion.

4. **RIGHTS GRANTED TO GRANTEE.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

A. The right to protect and preserve the conservation values of the Property.

B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred on the Property from other property.

C. The right of ingress and egress to the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. The right to prevent any activity on or use of the Property that is inconsistent with the conservation purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost. Grantor is hereby required to timely communicate with

Grantee to minimize potential inconsistent activities occurring and facilitate the widest possible use of the property consistent with the purposes of this Easement.

- E. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.
- F. The right to limit the total amount of impervious surface allowed on the Property, which is hereby expressly limited to 21,780 total square feet (the "Total Impervious Surface Acreage").

5. PROHIBITED ACTIVITIES AND USES. Without limiting the generality of the foregoing, the following activities and uses on or of the Property are expressly prohibited or restricted:

- A. **Subdivision.** There shall be no subdivision except as allowed in the Rights Reserved to Grantor section of this Easement.
- B. **Construction.** There shall be no construction except as allowed in the Rights Reserved to Grantor provision of this Easement.
- C. **Construction of Roads.** There shall be no construction of new roads, or improvement by hard surfacing or building up, or expansion of the number of lanes in, existing roads except as allowed in the Rights Reserved to Grantor provision of this Easement.
- D. **Conversion of, Wetland, Water Retention Areas and Karst Features.** There shall be no conversion to other land uses or more improved uses of areas identified in the Baseline Documentation Report as wetlands, water retention areas and karst depressions or other features connected to spring conduits.
- E. **Waters, Hydrology and Drainage.** There shall be no activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement.
- F. **Dumping.** There shall be no dumping or placement of any soil, trash, solid or liquid waste (including sludge and biowaste), or offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants. This prohibition shall not be construed to include reasonable amounts of legal waste generated as a result of allowed activities.
- G. **Exotic Plants.** There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event Grantor fails to

adequately manage, control and prevent the spread of nuisance exotics or non-native plants on the Property after timely notification by Grantee, Grantee may, at its discretion, undertake and conduct management and control efforts to prevent the spread of nuisance exotics or non-native plants on the Property on behalf of Grantor and Grantor shall be liable for reimbursing Grantee for such management and control expenditures.

- H. **Exotic Animals.** There shall be no placement of any type of exotic animal or an animal that is not native to Florida without the prior written permission of Grantee. Such requests will be considered in consultation with the FWC. However, the decision of whether or not to grant permission shall be in Grantee's sole discretion.
- I. **Archaeological Sites.** There shall be no acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites on the Property of architectural, archaeological, cultural or historical significance, unless authorized or approved by the appropriate governmental officials having jurisdiction.
- J. **Minerals Removal.** There shall be no excavation of any kind, including but not limited to, exploration for or dredging, extraction or removal of oil or gas, minerals, peat, muck, limestone, sand, loam, gravel, rock, dirt, soil or other material, which affects the surface of the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- K. **Cutting Timber in Wetland Areas.** There shall be no cutting or removing existing timber in the wetlands of the Property, there shall be no conversion of said wetlands and there shall be no bedding conducted on the Property. Grantee shall have complete timber rights in the wetlands as shown on Exhibit "B" except as stated in paragraph 3.J.
- L. **Improved Pasture.** There shall be no conversion of the Property to improved pasture except as allowed in the Rights Reserved to Grantor provision of the Easement.
- M. **Cattle or Other Livestock.** There shall be no type of cattle or other livestock production except as allowed in the Rights Reserved to Grantor section of this Easement. In addition to the applicable Florida Department of Agriculture Best Management Practices (BMP), the Grantor shall:
 - 1. Install exclusion fencing from all wetlands, sinkholes, and other karst features as designated in Exhibit "B".
 - 2. Request and receive approval from the Grantee before the construction and installation of wells, piping, troughs, working pens, and other cattle or livestock management needs.
- N. **Mowing and Mulching.** There shall be no mowing and mulching activities except as allowed in the Rights Reserved to Grantor section of this Easement.
- O. **Pesticides, Herbicides and Fertilizers.** There shall be no application of fertilizers, pesticides and herbicides in excess of such amounts and such frequency of application that constitute the minimum necessary to perform noxious weed control and habitat enhancement and restoration, and provided that such chemicals are applied by non-aerial

means. The use of such chemicals shall be in compliance with the manufacturer's label instructions and all applicable local, state and federal laws, rules regulations, and guidelines and conducted in such a manner as to minimize adverse environmental effects on the Property. Grantor shall request permission of Grantee to utilize any pesticide, herbicide or fertilizer on the Property. Grantee will approve any reasonable request. All such applications shall further be subject to any applicable permitting requirements, and shall be in accordance with the current and applicable Florida Department of Agriculture and Consumer Services Best Management Practices (BMP's). Application or release of any chemicals, fertilizers, pesticides or herbicides shall not occur within a 100-foot buffer around wetlands, sinkholes and other karst features that are connected to spring conduits.

- P. **Vegetable and Agronomic Crops.** There shall be no vegetable or agronomic crop activities on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- Q. **Trails.** There shall be no trails on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
6. **BASELINE DOCUMENTATION.** A map of the Property documenting the relevant features of the Property dated _____, is attached hereto as Exhibit "B" and provides a representation of the Property which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The Baseline Documentation, which is determined by the Grantee, shall serve as an accurate representation of the physical, ecological and biological condition of the Property at the time of this Easement, against which compliance with this Easement will be based. The Baseline Documentation will be placed and retained on file with Grantee as a public record, and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall utilize the Baseline Documentation to resolve such controversy.
7. **DURATION OF EASEMENT.** This Easement shall be perpetual and shall be to the Grantee and its successors and assigns forever. Grantee shall be permitted to transfer its interest herein to any other government body or agency whose purposes include conservation of land or water areas, or the preservation of sites or properties. Grantee agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance, set forth in the recitals herein. The rights granted to Grantee and the covenants agreed to by Grantor herein shall not only be binding upon the Grantor but also upon its agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
8. **GRANTOR WARRANTY.** Grantor hereby warrants that Grantor is fully vested with fee simple title to the Property and will warrant and defend Grantee's interest in the Property created by this Easement against the lawful claims of all persons.

9. MODIFICATION. This Easement may be modified only by written, and signed agreement by and between the Grantor and the Grantee and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06, Florida Statutes (2024), as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Property is located.

10. NOTICES. Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered, certified or electronic mail, postage prepaid, addressed as follows:

To the Grantor: Riverswamp, LLC
c/o J. Russell Price
5375 Pembridge Place
Tallahassee, FL 32309

To the Grantee: Northwest Florida Water Management District
c/o Director, Division of Asset Management
81 Water Management Drive
Havana, Florida 32333

With a copy to: Pennington, P.A.
c/o J. Breck Brannen, Esq.
215 South Monroe Street, 2nd Floor
Tallahassee, Florida 32301
Email: breck@penningtonlaw.com

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within three days from the date of mailing, if delivered by registered or certified mail.

11. CONTINUING DUTY. Grantor and Grantee recognize and acknowledge the natural, and hydrological significant character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.

12. PRE-SUIT MEDIATION. From time to time the terms and conditions of this Easement will require the parties to reach agreement on certain plans and courses of action described and contemplated herein. The parties agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, the parties

fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee shall submit such issue to pre-suit mediation as set forth below.

Prior to instituting any action or suit in any court of any jurisdiction, any dispute relating to the terms and provisions of this Easement shall first be the subject of a demand for pre-suit mediation served by the aggrieved party. Pre-suit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. A judge may not consider any information or evidence arising from the pre-suit mediation proceeding except in a proceeding to impose sanctions for failure to attend a pre-suit mediation session or to enforce a mediated settlement agreement. Persons who are not parties to the dispute may not attend the pre-suit mediation conference without the consent of all parties, except for counsel for the parties and corporate representatives designated by the parties.

Service of the demand to participate in pre-suit mediation shall be effected by sending a letter by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address of the responding party as set forth herein. The responding party has 20 days from the date of the mailing of the demand to serve a response to the aggrieved party in writing. The response shall be served by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address shown on the demand.

Notwithstanding the foregoing, once the parties have agreed on a mediator, the mediator may schedule the mediation for a date and time mutually convenient to the parties. The parties shall share the costs of pre-suit mediation equally, including the fee charged by the mediator, if any, unless the parties agree otherwise, and the mediator may require advance payment of its reasonable fees and costs. The failure of any party to respond to a demand or response, to agree upon a mediator, to make payment of fees and costs within the time established by the mediator, or to appear for a scheduled mediation session without the approval of the mediator, shall constitute the failure or refusal to participate in the mediation process and shall operate as an impasse in the pre-suit mediation by such party, entitling the other party to proceed with litigation and to seek an award of the costs and fees associated with the mediation. Additionally, notwithstanding the provisions of any other law or document, persons who fail or refuse to participate in the entire mediation process may not recover attorney's fees and costs in subsequent litigation relating to the dispute.

If any pre-suit mediation session cannot be scheduled and conducted within 90 days after the demand for mediation was served, an impasse shall be deemed to have occurred unless both parties agree to extend this deadline. If pre-suit mediation as described herein is not successful in resolving all issues between the parties, the parties shall proceed with any and all courses of action available at law or in equity.

13. INSPECTION AND ENFORCEMENT. Grantee and its agents and employees and officers (along with accompanied invitees and guests) shall have the right to enter and inspect the Property in a reasonable manner and at reasonable times to enforce compliance with the covenants herein which are enforceable by proceedings at law or in equity in accordance with the affirmative rights of Grantee set forth herein. No failure, or successive failures, on the part of the Grantee to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantee to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

To document land management activities over time for the Property's various land use/cover types and to monitor compliance with the terms and conditions of this Easement, the Grantee may install 360 degree fixed photo-points at selected monitoring locations as deemed appropriate by Grantee. Each fixed photo-point location will be permanently identified via GPS coordinates. Identifying markings, e.g. paint, blazed trees, ID tag, etc. may be utilized to identify and additionally protect fixed photo-points,.

The number of 360 degree fixed photo-points on the Property will be determined at the discretion of the Grantee and located in such a manner as to not unreasonably interfere with Grantor's allowable uses of the Property nor shall they be located in such a manner to detract from the aesthetics of the Property. The location and number of installed 360 degree fixed photo-points on the Property does not preclude Grantee from obtaining additional photographic documentation of the Property to monitor compliance with the terms and conditions of this Easement.

14. LIMITED USE OF THE PROTECTED PROPERTY. This Easement and the covenants herein are subject to the express understanding that the Property may be used by the Grantor and its successors and assigns only in conjunction with the benefit to the Grantee and that the activities and uses on the part of the Grantor with respect to the Property are only those specifically stated herein.

15. TRANSFER OF RIGHTS BY GRANTEE OR GRANTOR.

Grantor agrees to notify Grantee of the names and addresses of any party to whom any interest in the Property is to be transferred at least sixty (60) days prior to the date of such transfer, and to incorporate this Easement, by specific reference to this Easement's Public Records recording information, in the transfers of any interest in all or a portion of the Property, including, without limitation, a leasehold or other possessory interest. In the event of a subdivision of ownership of the Property, the deed of conveyance shall allocate Grantor's rights reserved herein between or among, as applicable, the Grantor and the new Property owner(s). The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way. Grantee shall have the right to record, from time to time, this Easement or a notice of the existence of this Easement in the Public Records of Leon County, Florida.

- 16. HAZARDOUS WASTES.** Should Grantor at any time during existence of this Easement deposit, place or release on the Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Property, due to the release or alleged release of a hazardous waste on or under the Property, or gaseous emissions from the Property and other conditions on the Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.
- 17. ATTORNEYS' FEES.** If either party brings suit to enforce any provision of this Easement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in trial, appeal or otherwise.
- 18. SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its Grantor's agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
- 19. INTENTIONALLY OMITTED.**
- 20. CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of taking, the Grantor and Grantee shall divide the proceeds in accordance with state law or the agreement of the parties. The provisions of this paragraph are in addition to and not in restriction of any rights the parties have at common law.
- 21. INDEMNIFICATION.** Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys' fees and costs at the trial level and attorneys' fees and costs on appeal, caused or incurred, in whole or in part as a result of any action, activity or omission of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28,

Florida Statutes (2024), or extend Grantee's liability beyond the limits established in Section 768.28, Florida Statutes (2024).

22. SEVERABILITY. A determination that any provision of this Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.

23. INTENTIONALLY OMITTED.

24. NO WAIVER OF REGULATORY AUTHORITY. Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantee or relieve Grantor from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities.

25. UNITY OF INTEREST. Grantee shall not be obligated, by virtue of multiple Grantor's with interest in the Property, to undertake or suffer any duplication of burdens or compliance imposed by this Easement. All administration of Grantors' rights, remedies and functions under this Easement shall be by and through a "Coordinating Representative".

26. INTENTIONALLY OMITTED.

27. AD VALOREM TAXES. Grantor agrees to make timely payment of all ad valorem taxes and non-ad valorem assessments on the Property. Grantee shall cooperate with the Grantor, if applicable and requested by Grantor, in establishing that the Property was used for a bona fide agricultural purpose including, but not limited to, providing evidence and testimony to the property appraiser and value adjustment board.

28. RELATIONSHIP OF PARTIES. This Easement shall not create a joint venture or partnership relationship between the Parties.

29. NOTICE OF VIOLATION. In the event of violation of any of the terms and conditions hereof, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law.

30. GOVERNING LAW; VENUE. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of this Easement shall be in Leon County, Florida, and if in federal court, shall be exclusively in the Northern District of Florida, Tallahassee Division.

31. ENTIRE AGREEMENT. This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be modified except pursuant to Section 12.

IN WITNESS WHEREOF, the parties or the lawful representatives of the parties hereto have caused this Easement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR

RIVERSWAMP, LLC

By: _____

Print Name: _____

Print Name: _____

Address: _____

Its: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2026, by _____, as _____ of Riverswamp, LLC who is personally known to me or who has produced (type of identification) as identification.

Signed

(seal)

Printed

NOTARY PUBLIC

My Commission Expires:

Signed, sealed and delivered

in the presence of:

GRANTEE

NORTHWEST FLORIDA WATER

MANAGEMENT DISTRICT

Print Name:_____

Address:_____

Print Name:_____

Address:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by Lyle Seigler, Executive Director, who is personally known to me or who has produced _____ as identification.

Signed

(seal)

Printed

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

(legal description)

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

PRELIMINARY LEGAL DESCRIPTION - INSURED LEGAL TO BE DETERMINED BY A REGISTERED LAND SURVEYOR:

A TRACT OF LAND LYING IN SECTION 18 AND 19, TOWNSHIP 2 NORTH, RANGE I WEST, LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19 AND RUN SOUTH 89 DEGREES 55 MINUTES 53 SECONDS WEST 2635.08 FEET TO A CONCRETE MONUMENT, THENCE CONTINUE SOUTH 89 DEGREES 55 MINUTES 53 SECONDS WEST 49.18 FEET TO A CONCRETE MONUMENT, THENCE CONTINUE SOUTH 89 DEGREES 55 MINUTES 53 SECONDS WEST 100 FEET, MORE OR LESS TO THE APPROXIMATE EASTERN WATER'S EDGE OF THE OCHLOCKONEE RIVER FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN NORTH 89 DEGREES 55 MINUTES 53 SECONDS EAST 100 FEET, MORE OR LESS, TO A CONCRETE MONUMENT, THENCE CONTINUE NORTH 89 DEGREES 55 MINUTES 53 EAST 49.18 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 55 MINUTES 53 SECONDS EAST 2635.08 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19, THENCE NORTH 599.75 TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 56 MINUTES 29 SECONDS EAST 272.25 FEET TO A CONCRETE MONUMENT ON THE WESTERLY BOUNDARY OF A ROADWAY, THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST ALONG SAID BOUNDARY 160.69 FEET TO A CONCRETE MONUMENT MARKING A POINT OF CURVE TO THE RIGHT, THENCE ALONG SAID BOUNDARY CURVE WITH A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 24 SECONDS, FOR AN ARC DISTANCE OF 141.67 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 54 MINUTES 27 SECONDS WEST 362.52 FEET TO A CONCRETE MONUMENT, THENCE NORTH 466.77 FEET TO A CONCRETE MONUMENT, THENCE NORTH 00 DEGREES 38 MINUTES 32 SECONDS WEST 1324.36 FEET TO A CONCRETE MONUMENT, THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS WEST 1315.08 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS EAST 340.73 FEET TO A CONCRETE MONUMENT, THENCE NORTH 00 DEGREES 01 MINUTES 29 SECONDS WEST 338.88 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 53 MINUTES 31 SECONDS WEST 1236.67 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 00 DEGREES 18 MINUTES 37 SECONDS EAST 730.00 FEET TO AN IRON PIPE, THENCE SOUTH 89 DEGREES 52 MINUTES 12 SECONDS WEST 1175.42 FEET TO A CONCRETE MONUMENT SET ON THE EDGE OF A SLOUGH, THENCE CONTINUE SOUTH 89 DEGREES 52 MINUTES 12 SECONDS WEST 495 FEET, MORE OR LESS, TO THE APPROXIMATE EASTERN WATER'S EDGE OF SAID OCHLOCKONEE RIVER, THENCE SOUTHERLY ALONG SAID APPROXIMATE WATER'S EDGE TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON ASSUMED NORTH AS SHOWN ON A SURVEY FOR MURRAY DUBBIN PREPARED BY BROWARD P. DAVIS, REGISTERED FLORIDA LAND SURVEYOR, NO. 1254, JOB #64-535, DATED 9-27-66, REVISED 6-2-72.

LESS AND EXCEPT:

COMMENCE AT A CONCRETE MONUMENT (FOUND, 4"X4", NO#) MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, AND RUN THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST (BEARING BASE FOR THIS DESCRIPTION) ALONG THE NORTHERLY BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 19 A DISTANCE OF 302.05 FEET TO AN IRON ROD (FOUND, 5/8", #4016) FOR THE POINT OF BEGINNING; SAID IRON ROD BEING LOCATED NORTH 40 DEGREES 20 MINUTES 59 SECONDS EAST 1000.00 FEET FROM THE CENTER OF AN EXISTING VORTAC SITE; FROM SAID POINT OF BEGINNING CONTINUE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF THE SOUTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 1295.79 FEET TO AN IRON ROD (FOUND, 5/8", #4016); SAID IRON ROD BEING LOCATED NORTH 40 DEGREES 24 MINUTES 59 SECONDS WEST 1000.00 FEET FROM THE CENTER OF SAID EXISTING VORTAC SITE; THENCE NORTH 00 DEGREES 20 MINUTES 48 SECONDS WEST 238.26 FEET TO AN IRON ROD (SET, 5/8", #LB5509); THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST 1295.79 FEET TO AN IRON ROD (SET, 5/8", #LB5509); THENCE SOUTH 00 DEGREES 20 MINUTES 48 SECONDS EAST 238.26 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

(baseline documentation map, to be prepared prior to closing)

EXHIBIT C

(Title, Possession and Non-Lien Affidavit)

TITLE, POSSESSION AND NON-LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____, as of Riverswamp, LLC, a Florida limited liability company, referred to herein as “Grantor”, who, being first duly sworn, depose and say that:

1. Grantor is the owner of the following described Property:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

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

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real property taxes for the year 2026, and exceptions approved by Purchaser.

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

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

5. Grantor has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety days and there are no unpaid assessments

or liens against the Property for improvements thereto by any government whether or not said assessments appear of record.

6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.

7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.

8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor which would have any effect on the Property.

9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.

10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property.

11. There are no oil and gas exploration operations affecting the Property, and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof.

12. No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof.

13. Grantor, if a corporate entity, is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to execute and deliver this Affidavit, and the deed incident to which this Affidavit is given. The individuals executing this Affidavit and the deed incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.

14. The Property is in the same condition as existed on May 20, 2026. Since May 20, 2026, there has been no destruction or damage to the Property or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

15. The Property does not constitute an asset of an employee benefit plan affiliated with Grantor, as defined in Section 3(3) of ERISA.

16. All harvesting and timbering agreements affecting the Property have been effectively terminated by Grantor and no party, other than Grantor, has any right to conduct timbering

operations on the Property or any right, title or interest in and to any timber located on the Property.

17. Grantor warrants and represents to Purchaser that to the best of the knowledge and belief of the undersigned:

a. No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.

b. No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.

c. The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

d. There are no underground storage tanks on or about the Property and Grantor has no knowledge of the presence of radon gas on the Property.

e. There has not been, with respect to the Property, (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.

f. There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below), or would subject the owner of the Property to penalties, damages, or injunctive relief.

g. Grantor is not presently subject to any judgment, decree or citation relating to or arising out of the environmental laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below).

18. Grantor is not a "foreign person" as that term is defined in Section 1445-F of the Internal Revenue Code and Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

The Federal Tax Identification Number of Riverswamp, LLC is: _____.

19. All of the representations and warranties made by Grantor in that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") between Grantor and the Northwest Florida Water Management District for the purchase of the Property, including the representations and warranties contained in Paragraph 7 and Paragraph 12 of the Agreement, are true and correct as of the day hereof, and shall not merge into the deeds but shall survive closing. To the best of the

knowledge of undersigned, there are no matters pending that could impact the accuracy of the representations and warranties between the date hereof and the recording of the interest conveyed or to be conveyed in consideration for the funding of the purchase price.

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

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

{SIGNATURES ON FOLLOWING PAGE}

RIVERSWAMP, LLC

By: _____

Its: _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____, of Riverswamp, LLC.

____ is/are personally known to me.

____ produced a current _____ driver's license as identification.

____ produced _____ as identification.

Notary Public, State and County Aforesaid
My Commission Expires:

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Kathleen Coates, Director, Division of Resource Management

DATE: July 29, 2026

SUBJECT: Consideration of Submittal of Additional Grant Applications to the Florida Department of Environmental Protection

Recommendation

Staff recommend the Governing Board authorize staff to submit grant funding applications to the Florida Department of Environmental Protection for the following projects: (1) Region II Alternative Water Supply Feasibility Studies, Phase II, and (2) the Sand-and-Gravel Aquifer Water Supply Evaluation Project.

Background

The District advances its goals for water supply development through projects and activities, most of which rely on state funding for implementation. The Florida Department of Environmental Protection grant funding programs have supported projects implemented by the District and local governments in northwest Florida for more than a decade. At the July Governing Board meeting, staff requested and received approval to submit several projects to FDEP for funding consideration. This request adds two additional projects: (1) Region II Alternative Water Supply Feasibility Studies, Phase II, and (2) the Sand-and-Gravel Aquifer Evaluation Project. Descriptions of each project are provided in the attached table.

Project Name and Description	Counties	Funding Request	Total Cost
<u>Region II Alternative Water Supply Feasibility Studies, Phase II</u> This project continues work initiated by the District in 2026 to update prior studies of the feasibility of the Shoal River as a future water supply source and to begin evaluating the feasibility of managed aquifer recharge, utilizing either reclaimed water or surface water. Work performed in Phase II would include additional water quality sampling, refined analyses of surface water availability, and groundwater modeling of managed aquifer recharge alternatives including the siting of recharge wells and determining recharge/injection rates.	Okaloosa	\$300,000 Alternative Water Supply	\$300,000
<u>The Sand-and-Gravel Aquifer Water Supply Evaluation Project</u> will identify potential groundwater production areas and estimated quantities available to meet projected water demands through 2050. Should the establishment of minimum aquifer levels in Planning Region II necessitate a prevention or recovery strategy to further recover Floridan aquifer levels, additional utilization of the sand-and-gravel aquifer may become a critical water supply alternative. The project includes developing a modeling plan, compiling and evaluating hydrogeologic data, constructing a regional groundwater flow model, simulating groundwater production scenarios, and developing cost estimates for new production wells. The project is anticipated to be completed over a five-year period.	Escambia, Santa Rosa, Okaloosa	\$1.65 million Alternative Water Supply	\$1.65 million

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: August 5, 2026

There are no pending cases in which the District is a party.